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

Administration Department
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Agenda

New Castle Town Council Regular Meeting Community Center, 423 W Main Street Tuesday, May 03, 2022, 7:00 PM

Starting times on the agenda are approximate and intended as a guide for Council. The starting times are subject to change by Council, as is the order of items on the agenda.

Virtual Meetings are subject to internet and technical capabilities.

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Please call: 1-346-248-7799

Meeting ID: 709 658 8400

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

Call to Order

Pledge of Allegiance

Roll Call

Meeting Notice

Conflicts of Interest

Agenda Changes

Citizen Comments on Items not on the Agenda

-Comments are limited to three minutes-

Consultant Reports

Consultant Attorney

Consultant Engineer

Items for Consideration

- A. Consider Ordinance TC 2022-9, an Ordinance of the New Castle Town Council Approving a Final Development Plan and Phase I Final Subdivision Plat for Portions of PA17 & 19, Castle Valley Ranch PUD (1st reading) 7:05 p.m.**

B. Consider Approval of a Trail License Agreement with Garfield RE-2 School District (8:00 p.m.)

Consent Agenda (8:15 p.m.)

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

[April](#) Bills of \$490,571.15

Staff Reports (8:20 p.m.)

Town Administrator
Town Clerk
Town Treasurer
Town Planner
Public Works Director

Commission Reports (8:30 p.m.)

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

Council Comments (8:40 p.m.)

Adjourn (9:00 p.m.)

**TOWN OF NEW CASTLE, COLORADO
ORDINANCE NO. TC 2022-9**

**A ORDINANCE OF THE NEW CASTLE TOWN COUNCIL APPROVING A FINAL
PUD DEVELOPMENT PLAN AND PHASE 1 FINAL SUBDIVISION PLAT FOR
PORTIONS OF PA 17 & 19, CASTLE VALLEY RANCH PUD**

WHEREAS, CVR Investors, Inc. (the “Applicant”) is the owner of certain real property within the Town of New Castle described in the attached Exhibit A, which property is part of Planning Areas 17 and 19 of the Castle Valley Ranch Master Plan (the “Property,” or “Filing 11”); and

WHEREAS, the PA 19 portion of the Property is zoned Residential (R), and the PA 17 portion is zoned Mixed Use (MU); and

WHEREAS, the Applicant submitted an application requesting approval of a combined Preliminary/Final PUD Development Plan for a 13.538-acre portion of the Property (“Filing 11”) and a Preliminary/Final Plat for the first phase of Filing 11 (the “Original Application”); and

WHEREAS, the Applicant intends to develop and plat Filing 11 and the public improvements associated with the same in up to three phases; and

WHEREAS, the Town of New Castle Planning & Zoning Commission (“Commission”) held a duly noticed public hearing on May 13, 2020 that was continued to May 27, 2020, to consider the Original Application; and

WHEREAS, after the public hearing was closed on May 27, 2020, the Commission, as the governing body responsible for final decisions regarding preliminary PUD plans and plats, voted to deny the preliminary portion of the Application and adopted Resolution PZ 2020-6 effective as of August 7, 2020, to document its decision; and

WHEREAS, pursuant to Section 17.100.070(D) of the Town Municipal Code, the Applicant took the Commission’s decision regarding the preliminary PUD portion of the Application (the “original Preliminary Plan”) to Town Council for review; and

WHEREAS, on July 21, 2020, Town Council reviewed the Commission’s decision regarding the original Preliminary Plan and decided to refer the original Preliminary Plan back to the Commission for reassessment; and

WHEREAS, at its August 26, 2020, meeting, the Commission reconsidered the original Preliminary Plan based on the information and evidence presented during prior public hearings and continued a decision regarding the original Preliminary Plan to September 23, 2020; and

WHEREAS, at the September 23rd meeting, the Applicant elected to amend its original Preliminary Plan, which amendments included a new narrative, revised site plan, conceptual landscape layout, and 3-D renderings (the “Amended Preliminary Plan”);

WHEREAS, a decision regarding the Amended Preliminary Plan and a public hearing regarding the same was continued to and held on November 23, 2020; and

WHEREAS, after the public hearing was closed, the Commission continued its consideration of the Amended Preliminary Plan to December 9, 2020, and again to January 13, 2021, with the consent of Applicant; and

WHEREAS, on January 13, 2021, the Commission adopted Resolution PZ 2020-9 recommending conditional approval of the Amended PUD Plan and directing applicant to submit an updated final PUD plan and preliminary/final Phase 1 subdivision consistent with the conditions set forth in Resolution PZ 2020-9; and

WHEREAS, following the adoption of Resolution PZ 2020-9, Applicant asserted that it should not be required to proceed through the final PUD and combined preliminary/final subdivision application procedures but, instead, that it should proceed directly to Council because the Commission's decisions under Resolution PZ 2020-6 and 2020-9 were recommendations, not final decisions; and

WHEREAS, on January 4, 2022, Town Council considered Applicant's argument and determined that, all things considered, Applicant could proceed to Council review of the final PUD plan and combined preliminary/final Phase 1 subdivision plat without the need for a subsequent public hearing before the Commission, provided that (i) Applicant provide public notice of the Council meeting consistent with Section 16.08.040; (ii) Council take public comment at the meeting; (iii) a member of the Commission be given the opportunity to make a presentation to Council regarding the Application; and

WHEREAS, on January 13, 2022, Applicant submitted additional PUD plan and Phase 1 subdivision materials and subsequently revised the same in response to Town comments (the "Supplemental Materials"); and

WHEREAS, on May 3, 2022, Town Council held a duly-noticed public meeting to consider the Application; and

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

WHEREAS, based on the testimony and other information presented, subject to compliance with the terms and conditions of this Ordinance, Town Council finds:

1. that the Preliminary Plan is generally compatible with adjacent land uses;
2. that the Preliminary Plan is consistent with the Town's Comprehensive Plan;
3. that the Town has the capacity to serve the proposed uses with water, sewer, fire and police protection;
4. that the uses proposed within the PUD are uses permitted outright within the zoning district contained within the PUD;

5. the number of dwelling units permitted by the underlying zone district is not exceeded by the PUD plan; and
6. the PUD utilizes the natural character of the land, includes compatible land uses, provides for fire and police protection, off-street parking, vehicular, pedestrian, and bicycle circulation, outdoor recreation, is of overall compatible architectural design, achieved adequate screening, buffering and aesthetic landscaping, avoids development of areas of potential hazard, ensures compliance with performance standards, and meets all other provisions of the applicable ordinances of the Town; and

WHEREAS, based on the Application and the testimony and other evidence presented to the Commission and Town Council, the Town Council desires to approve the Application subject to the terms and conditions set forth below.

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

1. Recitals. The foregoing recitals are incorporated by reference as findings and determinations of the New Castle Town Council.
2. Definition of the Application. The “Application” means and consists of, collectively, the Original Application, Amended PUD Plan, Supplemental Materials, and the documents and information listed on Exhibit B, which has been prepared by the Town Clerk based upon the materials properly submitted to the Town and entered into the record of the public hearings. Additionally, the “Application” includes all representations of the Applicant reflected in the minutes of the Planning and Zoning Commission public hearings referenced above and the Town Council public meetings held on July 21, 2020, and May 3, 2022. Copies of all exhibits to this Ordinance are available for inspection at the office of the Town Clerk.
3. Review Criteria. The Application was originally submitted in February 2020. In September 2020, the Town amended Chapters 16.16 and 17.100 to change the process and review criteria applicable to preliminary and final PUD and subdivision applications. Because the Application was submitted before the effective date of said amendments, the Application is being considered under the review criteria set forth in the recitals, which were in effect at the time the Application was submitted.
4. Zoning and PUD Approval.
 - A. Zoning. The Property remains zoned as “MU” (PA 17) and “R” (PA 19) pursuant to Section 17.104.080 of the Code; provided, however, that the development and use of Filing 11 shall be subject to the restrictions and requirements of the MF-1 Zone District of the Castle Valley Ranch PUD Zoning Regulations, Section 17.104.080 of the Code (Zone District), as may be modified by (i) the final plats for Filing 11, (ii) all other applicable provisions of the Code, and (iii) all applicable Ordinances of the Town. In the event of any conflict between the Zone District text and the final plats and/or PUD Plan for Filing 11, the Filing 11 PUD plan and final plats shall control.

B. PUD Approval. The Town Council hereby approves the Application as a final PUD development plan to include up to 85 residential units in up to 31 multi-family buildings on up to 31 blocks/lots, with the multi-family buildings, lots, roads, and open space to be platted and developed in accordance with the site plan dated February 17, 2022, as revised to correct the building numbering (the “Site Plan”), that was submitted as part of the Supplemental Materials. To the extent, if at all, this approval provides for any increase in density, it shall apply only to the Filing 11 PUD development plan included in the Application and shall not increase the total number of residential units allowed within the entire Castle Valley Ranch PUD, which is capped at 1,400 units. Filing 11 may be platted and developed in up to three phases.

5. Subdivision Approval. The Town Council hereby grants the Applicant’s request to subdivide Filing 11 into up to 31 blocks to be further subdivided and developed as follows and as depicted on the Site Plan:

Blocks 1 – 3, 9 – 12, 15 – 18, & 20 – 31: up to three, 3-bedroom units per Block

Blocks 4 – 8, 13-14, & 19: up to two, 3-bedroom units per Block

For all phases of Filing 11, including Phase 1, there shall be a two-step process for the final subdivision plats. First, an initial plat shall be recorded with the Garfield County Clerk and Recorder that identifies separate building envelopes or “blocks” corresponding to each of the buildings identified on the Site Plan (the “Final Block Plat”). The Final Block Plat shall also identify separate parcels and easements to be dedicated to the owners’ association and rights-of-way to be dedicated to the Town. Building permits may be issued for the construction of each building within each block at any time after recording of the Final Block Plat, subject to all applicable building permit and code requirements and the subdivision improvements agreement for each phase.

Upon completion of each building to a level sufficient to prepare an as-built survey of the precise unit boundaries within each block, the Applicant may submit one or more second final plats depicting the unit boundaries within such block (an “Individual Building Plat”).

The Phase 1 Final Block Plat included as part of the Application is hereby approved, subject to final review by the Town Attorney. Future Final Block Plats and all Individual Building Plats may be approved on a staff level without further action by the Town Council, provided that each Final Block Plat and Individual Building Plat is in substantial conformance with the final PUD development plan and Site Plan approved by this Ordinance. No individual residential dwelling unit shall be sold or conveyed into separate ownership until and unless the Individual Building Plat depicting the boundaries of such unit has been approved by Town staff and recorded in the real estate records of Garfield County.

6. Subdivision and PUD Development Agreement. The approvals herein are contingent upon the execution and recording of the Subdivision and PUD Development Agreement (“SIA”) in substantially the form attached hereto as Exhibit C, subject to final review and approval by the

Town Attorney, which the Mayor and Town Clerk are authorized to execute on behalf of the Town. All terms and conditions of the SIA are incorporated by reference herein as additional conditions of approval.

7. Conditions. The Application is approved subject to compliance with the following conditions:

- a. Eliminate, reorient, or reduce the following buildings that adversely impact the natural character of the Property and the livability of the community:
 - Eliminate Buildings 23 and 24 to make central open space more usable and to promote outdoor recreation
 - Orient Building 29 so that the building is parallel to Eagle Ridge Drive
- b. The covenants for Filing 11 shall prohibit the parking of boats, trailers, campers, RVs, and inoperative vehicles in driveways or on public rights of way for no more than 48 consecutive hours.
- c. Upgrade the open space area off of Falcon Ridge Court as a central "green" with functional active or passive space.
- d. Applicant shall adequately screen the western portion of Filing 11 from the adjacent homes along South Wild Horse Drive and Mt. Harvard Court through one or more of the following:
 - Widening the natural buffer along C Avenue to greater than 120 feet;
 - Heavily landscaping Open Space A as shown on the Preliminary Plan with trees to obscure the line-of-site; or
 - Installing at least three trees near the rear lot line of each Jot along the west side of Filing 11 and including a provision in covenants for Filing 11 regarding on-going HOA maintenance and replacement of the same.
- e. Identify all permanent snow storage easements on the final plat and any temporary locations on the phasing drawings. Except for the off-street parking area south of Serenity Park Circle, snow storage easements will include all areas identified in the final application packet in addition to easements between buildings 28 & 29 and buildings 26 & 27 as shown on the Site Plan. Snow storage shall be free of all obstructions including fences.
- f. Install street signage stating, NO PARKING ON STREETS 48 HOURS AFTER A SNOWFALL EVENT OF 2" OR MORE.
- g. Provide 5' landscape ("green") buffers between the road and sidewalks along the outer radial lane of Serenity Park Circle for snow storage.

- h. The boundary of the open space area at the southwestern end of Filing 11 shall be revised to incorporate the entire length of the trail that connects to Serenity Park Circle as shown on the Site Plan. Said open space and trail shall be owned and maintained by the HOA for the development but shall be open for public use.
- i. Design Bear Canyon Dr. as a 60' right-of-way according to comments from the Public Works Director. No homes in this filing or any future filing north of the southern intersection of Serenity Park Circle and Bear Canyon Drive shall front or be accessed off of Bear Canyon Drive. Parking shall be allowed on both sides of Bear Canyon Drive.
- j. Specify on the plat that Open Space A shall be owned and maintained by the Town, all other open space areas within the development shall be owned and maintained by the HOA, and trails within Open Spaces A & B will be constructed by the Applicant as agreed upon at the public hearing dated May 13th, 2020.
- k. Provide a construction phasing plan. Identify, at minimum, each of the following components:
 - Buildout phases;
 - 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 for each phase including, but not limited to, temporary hammerhead turnarounds at dead end streets and any necessary ingress/egress routes for emergency personnel and equipment during construction
- l. Request approval of street names through Garfield County Communications to avoid any duplication of names in the county dispatch area.
- m. Demonstrate that all exterior illumination shall comply with acceptable International Dark-sky Association (IDA) standards.
- n. Provide a conceptual landscape plan to staff for each phase illustrating size, type and location of plant materials and an irrigation plan, if applicable. Plans submitted to obtain a building permit for any dwelling in Filing 11 shall demonstrate no more than 2,500 square feet of sod per dwelling unit as specified in 13.20.060 of the Municipal Code.
- o. Designate locations of mailbox kiosks with written authorization from the local postmaster.
- p. Prior to recordation of each Final Block Plat, submit an exhibit and conveyance document(s) in a form acceptable to the Town Attorney outlining the necessary water rights (potable and/or raw) required for dedication for each phase of Filing 11.

- q. Prior to the recordation of any Filing 11 phase plat, the Applicant shall enter into a subdivision improvements agreement with the Town for each phase of the development in a form acceptable to the Town Attorney.
 - r. 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.
 - s. The Applicant shall comply with all applicable building, residential, electrical and municipal code requirements, including all sign code regulations, as well as all recommendations of the Town Engineer and Town Public Works Director set forth in their letters dated April 1, 2022, and March 16, 2022, respectively, when developing Filing 11;
 - t. 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.
 - u. Dedicate for public use a single-track hiking and biking easement at the base of Ganley Hill as a trail connector between Mount Medaris and Prendergast Hill.
 - v. Diversify color and texture of the buildings within the subdivision.
 - w. Amend Site Plan to remove duplicate Building 13s and renumber buildings accordingly.
8. Effective Date. This Ordinance shall be effective 14 days after final publication pursuant to Section 4.3 of the New Castle Charter.
9. Severability. Each section of this Ordinance is an independent section and a holding of any section or part thereof to be unconstitutional, void, or ineffective for any cause or reason shall not be deemed to affect the validity or constitutionality of any other section or part thereof, the intent being that the provisions hereof are severable.

INTRODUCED on May 3, 2022, at which time copies were available to the Council and to those persons in attendance at the meeting, read by title, passed on first reading, and ordered published in full and posted in at least two public places within the Town as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the Town of New Castle, Colorado, on May 17, 2022, read by title and number, passed with amendments, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE, COLORADO,
TOWN COUNCIL

Art Riddile, Mayor

ATTEST:

Melody Harrison, Town Clerk

EXHIBIT LIST

- A Property Description
- B Application Materials
- C Subdivision and Development Agreement

EXHIBIT A
Legal Description

Parcel A: A PARCEL OF LAND SITUATE IN THE NE1/4 SECTION 31 AND THE NW1/4 SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/16 CORNER BETWEEN SAID SECTIONS 29 AND 32 A REBAR AND ALUMINUM CAP LS NO. 36572 SET IN PLACE; THENCE S 01° 19' 34" E 1570.62 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF LINE CASTLE VALLEY BOULEVARD, AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED JANUARY 9, 2001 UNDER RECEPTION NO. 574735, ALSO BEING A POINT ON THE EASTERLY BOUNDARY LINE OF CASTLE VALLEY RANCH PUD AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED AUGUST 10, 1983 UNDER RECEPTION NO. 344590 THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAYS 01°19' 34" E AND ALONG SAID EASTERLY BOUNDARY LINE 1066.16 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID CASTLE VALLEY RANCH, P.U.D.; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES: 1. N 89° 40' 24" W 1195.15 FEET; 2. N 00° 19' 36" E 120.00 FEET; 3. N 89° 40' 24" W 180.00 FEET; 4. N 00° 05'00" W 210.20 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE N 00° 05'00" W 983.59 FEET; THENCE S 89° 56' 5" W 552.43 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, PA19A AND PA19B AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED NOVEMBER 29, 2005 UNDER RECEPTION NO. 687288; THENCE N 40° 33' 51" E ALONG SAID EASTERLY BOUNDARY LINE 283.40 FEET; THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY LINE N 55° 43' 05" E 455.98 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF CASTLE VALLEY BOULEVARD; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 862,01 FEET; AN ARC LENGTH OF 591.51 FEET (CHORD BEARS S61° 39' 09" E 579.98 FEET); THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN (7) COURSES: 1.S 81° 18' 39" E 261.25 FEET; 2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 719.98 FEET, AN ARC LENGTH OF 342.58 FEET (CHORD BEARS S 67° 40' 47" E 339.36 FEET); 3. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 115.42 FEET, AN ARC LENGTH OF 19.02 FEET (CHORD BEARS S 14° 30' 47" E 19.00 FEET); 4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 82.00 FEET, AN ARC LENGTH OF 110.68 FEET (CHORD BEARS S 48° 27' 33" E 102.47 FEET); 5. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 115.42 FEET, AN ARC LENGTH OF 20.06 FEET (CHORD BEARS S 82° 08' 49" E 20.03 FEET); 6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 719.98 FEET, AN ARC LENGTH OF 57.30 FEET (CHORD BEARS S 41° 01' 02" E 57.29 FEET); 7. S 38° 44' 14" E 193.94 FEET TO THE POINT OF BEGINNING.

Parcel B: A PARCEL OF LAND SITUATE IN THE NE1/4 SECTION 31, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M. COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/16 CORNER BETWEEN SAID SECTIONS 29 AND 32, A REBAR AND ALUMINUM CAP LS NO. 36572 SET IN PLACE; THENCE S29° 45' 20" W 2647.04 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, P.U.D. AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED AUGUST 10, 1983 UNDER RECEPTION NO. 344590, THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES: 1. N 89° 50' 34" W 450.00 FEET; 2. N 00° 09' 26" E 75.00 FEET; 3, N 89° 50' 34" W 275.00 FEET; 4, N 00° 09' 26" E 150.00 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE N00° 47' 28" W 548.03 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, PA 19A & WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED NOVEMBER 29, 2005 UNDER RECEPTION NO. 687288; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE N 40° 33' 51" E 273.86 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE N 89° 56' 25" E 552.43 FEET; THENCE S 00° 05'00" E 983,59 FEET TO THE POINT OF BEGINNING

EXHIBIT B
Application Materials

- 1) PUD & Subdivision Combination Applications
- 2) Application Narrative
- 3) Applicant Response to Referrals - SGM
- 4) Referral - Colorado Parks & Wildlife
- 5) Referral - Colorado Fire River Fire and Rescue
- 6) Referral - Town of New Castle Public Works
- 7) Referral - Town Engineer
- 8) Referral - Town of New Castle Police Chief
- 9) Referral - Garfield RE-2 School District
- 10) Will Serve Letter - Xcel
- 11) Public Notice (for May 13, 2020, and November 23, 2020 public hearings)
- 12) List of Property owners within 250' of Development
- 13) Affidavit as to Notice of Public Hearing (May 13 & November 23, 2020)
- 14) Agreement to Pay Consulting Fees & Expenses, February 15th, 2019
- 15) Title Commitment + Legal Description
- 16) Soils Report - A.G. Wassenaar
- 17) Drainage Calculations - SGM
- 18) Utility Report – SGM dated March 18, 2020
- 19) Traffic Impact Study - SGM dated March 18, 2020
- 20) Construction Drawings
- 21) Architectural Floorplans
- 22) Updated site/phasing plan dated May 27, 2020
- 23) Narrative submitted October 30, 2020
- 24) Amended/revised site plan submitted October 30, 2020
- 25) Conceptual landscaping plan submitted October 30, 2020
- 26) 3D renderings submitted October 30, 2020
- 27) Public Works Director comments dated November 3, 2020
- 28) SGM referral comments dated November 13, 2020
- 29) Applicant Response to Recommended Conditions – November 16, 2021
- 30) Applicant's Attorney Response ("Myler Letter") to Procedures – December 11, 2021
- 31) Plat & Site Plan – February 18, 2022
- 32) Final Phasing & Snow Storage Plan - February 18, 2022
- 33) Final Civil Drawings – February 18, 2022
- 34) Final Landscaping Plan - February 18, 2022
- 35) Example Floor Plans - February 18, 2022
- 36) Draft Declaration of Covenants - February 18, 2022
- 37) Public Works Director Comment – March 16, 2022
- 38) Town Engineer Comments – April 1, 2022
- 39) Fire Marshal Comment – April 5, 2022

EXHIBIT C
Form SIA

**SUBDIVISION AND PUD DEVELOPMENT AGREEMENT
FOR CASTLE VALLEY RANCH FILING 11, PA 17 & 19, PHASE 1**

THIS SUBDIVISION AND PUD DEVELOPMENT AGREEMENT (hereinafter “AGREEMENT”) is made this ___ day of _____, 2022, by and between the TOWN OF NEW CASTLE, COLORADO, a home rule municipality (“Town”) and CVR INVESTORS, INC. (“Developer”):

WITNESSETH:

WHEREAS, Developer is the owner of certain real property located within the Castle Valley Ranch PUD in the Town of New Castle, Colorado, more particularly described on Exhibit A hereto, which property is part of Planning Areas 17 and 19 of the Castle Valley Ranch Master Plan (the “Property”); and

WHEREAS, Developer has filed an application with the Town seeking approval of a Final PUD Development Plan (“Final Plan”) for a 13.538-acre portion of the Property (“Filing 11”) for the creation of a total of 85 residential units in 31 buildings within Filing 11 to be developed in up to three phases. Applicant has also filed an application with the Town seeking approval of a final subdivision plat for Phase 1 of the development (“Phase 1 Final Plat”); and

WHEREAS, the Town Council has approved the Final Plan and Phase 1 Final Plat subject to the terms and conditions set forth in Ordinance No. TC 2022-9; and

WHEREAS, as stated in Ordinance No. TC 2022-9, a Subdivision and PUD Development Agreement between the Town and Developer is required for each phase of development of Filing 11; and

WHEREAS, the parties desire to enter into this Agreement for Phase 1 of the development of Filing 11; and

WHEREAS, the approvals cited above are contingent upon the express condition that all obligations and duties created by this Agreement are faithfully performed by the Developer.

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

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

2. Purpose. The purpose of this Agreement is to set forth the terms and conditions to be met by the Developer in connection with developing Phase 1 of Filing 11 and to set forth the fees to be paid by the Developer in connection with the Phase 1 development.

All terms and conditions contained herein are in addition to all terms and conditions of Ordinance No. TC 2022-9, the Town Code, and state and federal statutes, and all previously recorded agreements with the Town affecting the Property and are not intended to supersede any requirements contained therein, except where specifically provided in this Agreement.

3. Definition of the Application and Terms. For purposes of this Agreement, the “Application” consists of all the documents and information listed in Exhibit B attached to Ordinance No. TC 2022-9, which are incorporated herein by reference. Any terms defined in Ordinance TC 2022-9 shall have the same meaning for purposes of this Agreement.

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

5. Public Improvements. The Public Improvements required by this Agreement for Phase 1 are listed in **Exhibit B** attached hereto (“Public Improvements”), and the estimated costs for construction of such improvements are set forth therein. All Public Improvements shall be installed and completed at the expense of the Developer. The Public Improvements shall be constructed in conformance with the Town of New Castle Public Works Manual then in effect, the plans and specifications submitted by the Developer and approved in writing by the Town Engineer, and any utility plan (hereinafter collectively referred to as “Plans and Specifications”). The Plans and Specifications are part of the Application. The Developer shall install the Public Improvements in compliance with the Plans and Specifications and in accordance with the terms and provisions of this Agreement and the Town Code. To the extent that any underground public improvements are installed within easements outside the public right-of-way, the Town shall have no duty to repair or restore sidewalks, stairs, landscaping, or other private improvements that may be damaged or removed during excavation for repair, maintenance, or replacement of such underground facilities. Maintenance of any onsite drainage easements and detention ponds shall be the responsibility of the owner’s sub-association and not the Town; provided that if the sub-association fails to do so then the Town shall have the right, but not the obligation, to perform such maintenance and to charge such expenses to the sub-association.

6. Construction Observation and Inspection.

A. Pre-Construction Meeting. Developer shall hold a pre-construction meeting between the Town Engineer and the Developer and Developer’s engineer and contractor for the purpose of discussing all construction issues that will be required for this project.

B. Construction Inspection by Developer. Developer shall be responsible for ensuring that its certified professional engineer provides construction

inspection services as necessary to allow Developer's engineer to provide, when improvements are submitted to the Town for acceptance, a stamped certification that the Public Improvements have been constructed in accordance with the Plans and Specifications approved by the Town.

- C. Construction Observation by the Town. The Town shall have the right to make engineering inspections at reasonable intervals and at the Developer's expense during construction of the Public Improvements. Observation, acquiescence in, or approval by any engineering inspector of the construction of any physical facilities, at any particular time, shall not constitute Town acceptance of any Public Improvements. Town approvals shall be made only after completion of construction and in the manner hereinafter set forth. To assist the Town in monitoring the installation of the Public Improvements, a supervisor employed by the Developer shall inspect the Public Improvements on at least a weekly basis and shall provide the Town Engineer with the supervisor's field and inspection notes relating to the installation of the Public Improvements. The supervisor shall regularly apprise the Town Engineer of the status of the work on the Public Improvements. Further, the Developer, at its own expense, shall have an approved geotechnical engineer monitor the methods of construction and backfill to ensure such work is being completed in conformance with the approved Plans and Specifications, and accepted standards for such work. The geotechnical engineer shall conduct inspections and testing as reasonably directed by the Town Engineer. The Town agrees to respond to requests for interim inspections in a timely manner and to respond not later than ten (10) business days after a request for a final inspection. Nothing in this paragraph shall be construed to constitute an acceptance by the Town of the Public Improvements, which approval and acceptance shall only occur pursuant to Paragraphs 7 and 8 below.

7. Completion of Public Improvements; Approval. The Developer shall complete all Public Improvements no later than one year from the date of recording of the Phase 1 Final Plat. Said period may be extended in writing by Town staff for a period of up to six (6) months, provided the performance guarantee provided pursuant to Paragraph 10 is similarly so extended by Developer in a form approved by Town staff. Developer is entitled to begin construction of the Public Improvements at any time after the Application is approved, the Phase 1 Final Plat is recorded, and all necessary permits have been obtained. However, any construction performed in a public right-of-way and all ties to Town utilities must be completed (1) within 180 days of the date such construction begins and (2) no later than one year from the issuance of a building permit, unless said date is otherwise extended as provided herein. Additionally, no construction related to any other phase of development may occur until a final plat and subdivision improvements agreement is approved and recorded for said phase.

Upon the Developer's completing construction of the Public Improvements, the

Developer or its engineer shall certify in writing that the improvements have been completed in conformance with the Plans and Specifications and submit to the Town a completed acceptance checklist on a Town-approved form. Thereafter, and within ten (10) business days after Developer's request for final inspection, the Town Engineer shall inspect the Public Improvements and notify the parties in writing and with specificity of their conformity or lack thereof to the Plans and Specifications. The Developer, at its expense, shall make all corrections necessary to bring the Public Improvements into conformity with the Plans and Specifications. The Developer shall, at its expense, have "as-built" drawings of the Public Improvements prepared by a professional engineer and a registered land surveyor, which drawings shall include all legal descriptions the Town may require. The Developer shall also prepare a summary of the actual construction costs of all Public Improvements to be dedicated to the Town. The "as-built" drawings and costs summary shall be forwarded to the Town for review and approval. Once the as-built drawings and costs summary are approved, and any and all corrections are completed, the Town Engineer shall promptly notify the parties in writing that all Public Improvements are in conformity with the Plans and Specifications, and the date of such notification shall be known as the Engineering Acceptance Date. The Town shall be under no obligation to provide any water or sewer service until all water and sewer Public Improvements are brought into conformance with the Plans and Specifications as determined by the Town Engineer.

8. Town Council Acceptance; Conveyance. Within thirty (30) days of the Engineering Acceptance Date, the Developer shall execute a bill of sale conveying any portion of the Public Improvements constituting personal property to the Town, free and clear of all liens and encumbrances. The matter shall be submitted to the Town Council for final acceptance in accordance with the procedures set forth in Section 16.32.020 of the Town Code. As a condition precedent to Town Council's acceptance of the Public Improvements, Developer shall provide the Town with a policy of title insurance for at least \$25,000 to insure any property dedicated to the Town, which shall be free and clear of any liens or encumbrances. The title insurance policy may contain exceptions only as reasonably determined by the Town Attorney. The effective date of any resolution of acceptance under said section shall be known as the Final Acceptance Date. The Town Council may condition Final Acceptance on the provision of additional collateral from the Developer to secure warranty obligations pursuant to Section 16.32.020(B) of the Town Code, which collateral will not to exceed fifteen (15) percent of the total cost of all Public Improvements secured by this Agreement.

9. Warranty. Developer shall warrant any and all Public Improvements and facilities conveyed to the Town pursuant to this Agreement for a period of two (2) years from the Final Acceptance Date. Specifically, but not by way of limitation, Developer shall warrant that:

- A. Any and all facilities conveyed shall be free from any security interest or other lien or encumbrance; and
- B. Any and all facilities so conveyed shall be free of any defects in materials or workmanship for a period of two (2) years, as stated above; and
- C. The title conveyed shall be good and its transfer rightful.

10. Performance Guarantee. The total amount of required security for the Public Improvements shall be 100% of the total amount specified on Exhibit B.

- A. In order to secure the construction and installation of the Public Improvements for which the Developer is responsible, the Developer shall, prior to recording of the Phase 1 Final Plat, provide the Town with an irrevocable letter of credit issued or confirmed by a commercial banking institution or other form of security approved by the Town Attorney based on the criteria set forth in Section 16.32.010 of the Town Municipal Code. Said letter of credit or other form of security shall be valid for at least 18 months from the date of recording of the Phase 1 Final Plat. If the time for completion of the Public Improvements is extended, the letter of credit or other form of security shall be similarly extended. Under the terms of the letter of credit or other form of security, the Town shall be allowed to present drafts and accompanying documents to the issuing institution by overnight courier. The Town shall have the right to review and approve all terms and conditions of the letter of credit or other approved form of security prior to accepting it.
- B. If the improvements are not completed within the required time, this shall constitute a default. If the guarantee is not sufficient to pay the actual costs, the Developer shall be responsible for the balance. A portion of the performance guarantee may be released as specific improvements are completed and approved in accordance with the procedures set forth in Section 16.32.020(A) of the Town Code.
- C. The required security for the Public Improvements is the amount mutually agreed upon by the Developer and the Town Engineer as set forth on Exhibit B attached hereto, which includes a 10% contingency. The parties agree that this amount does not necessarily reflect the Town Engineer's estimate of what the actual cost to the Town would be if the Town was required to fund construction of all of the Public Improvements. In the event the costs of the Public Improvements exceed the amount set forth on Exhibit B, Developer shall be solely responsible for the actual cost. The purpose of Exhibit B is solely to determine the amount of security and shall be revised as necessary to reflect the actual costs, and the performance guarantee required by this Agreement shall be adjusted accordingly. No representations are made as to the accuracy of these estimates, and the Developer agrees to pay the actual costs of all such Public Improvements.
- D. The parties expressly agree that Developer's preparation and submission to the Town of as-built drawings and a summary of actual construction costs for the Public Improvements to be dedicated to the Town are essential requirements of this Agreement. In the event that Developer fails

to provide the as-built drawings and summary to the Town fifteen (15) business days prior to the expiration of the performance guarantee or any extension thereof, such failure shall constitute a breach of this Agreement with regard to the completion of the Public Improvements, damages for which are impossible to ascertain, entitling the Town to liquidated damages in the amount of \$15,000, which the Town may collect pursuant to the default and breach provisions of this Agreement.

- E. Neither approval of any reduction to the approved form of security, nor any other reduction in security, shall be construed as the approval or acceptance of any of the Public Improvements, which approval and acceptance shall only occur pursuant to Paragraphs 7 and 8, above.

11. Temporary Irrigation. Developer agrees to construct and install, at Developer's sole expense, an irrigation system sufficient to irrigate all disturbed areas requiring revegetation. The plans and specifications for such system shall be subject to the approval of the Town Engineer and shall be part of the Public Improvements for purposes of this Agreement. Irrigation systems in the drainage ways and re-vegetated slopes may be installed temporarily and may be removed when revegetation has been established and irrigation is no longer necessary. Developer may use raw water to comply with this provision of the Agreement.

12. Weed and Dust Control. Prior to issuance of a building permit, Developer shall submit a Weed and Dust Management Plan that complies with the Town of New Castle Noxious Weed Management Plan. Developer agrees to comply with and be bound by this plan throughout the development and approved operation of Filing 11. Developer further agrees to reseed Filing 11 according to the seed mix used and approved by the Town's Park Department. All landscaping described in the Application, and seeding and revegetation of all disturbed areas shall be considered part of the Public Improvements within the meaning of this Agreement.

13. Off-Site Easements and Dedications. Prior to issuance of a building permit, the Developer shall cause documents of conveyance for all off-site easements and/or dedications, if any, to be recorded in accordance with forms subject to approval of the Town Attorney.

14. EQRs. The EQR rating development of the Phase 1 of Filing 11 shall comply with the Table of Equivalent Units ("EQRs") as set forth in Chapter 13.20 of the Town Code, as in effect at the time of application for a building permit. As of the date of this Agreement, the Town Code provides for the EQR calculations for Phase 1 set forth in **Exhibit C**.

If the plans for any of the buildings or units in Phase 1 are modified to change the number of bedrooms, square footage, or other factors described in the Table of Equivalent Uses, then the EQR ratings set forth above shall be adjusted to conform to the Town Code, and the water rights dedication fees and tap fees shall be adjusted

accordingly, with the difference either credited to or paid by the Applicant as appropriate. Any such modifications shall be subject to the procedures for amendment of a PUD development plan as set forth in Section 17.100.110 of the Town Code.

15. Irrigation Water. Developer may utilize the New Castle municipal potable water system or the raw water system for the irrigation of common areas within Filing 11. The EQR calculations set forth in Exhibit C shall account for irrigation, and irrigated area in Phase 1 shall not to exceed [REDACTED] square feet. If the Developer chooses to install a raw water irrigation system pursuant to plans approved by the Town Engineer, then Developer may be entitled a 25% reduction in water tap fees pursuant to Section 13.38.030 of the Town Code. Nothing herein guarantees the availability of raw water to serve Filing 11, which shall be determined by the Town in its sole discretion. Any irrigated area in excess of [REDACTED] square feet shall require payment of additional tap fees and water rights dedication or fees in lieu pursuant to the Town Code. There shall be no reduction in tap fees or dedication fees for any reduced irrigated area.

16. Water Rights Dedication. Developer shall complete the transfer and dedication of water rights in the amount specified in Exhibit D. Such dedication shall be accomplished via special warranty deed within six months of the date this Agreement is recorded.

17. Payment of Tap Fees. Developer shall pay water and sewer tap fees in the amount provided in Chapter 13.20 of the Town Code to account for the total EQR rating for Filing 11 as set forth on Exhibit D. Pursuant to Section 13.20.020 of the Code, all tap fees shall be paid at the time Developer applies for utility service, *i.e.* at the time of issuance of a building permit.

18. Grading and Excavation. No grading or excavation shall occur on Filing 11 until the Phase 1 Final Plat has been recorded and security has been provided for all Public Improvements as required by this Agreement. Notwithstanding Developer's proposed phasing plan for full development of Filing 11, all of Filing 11 shall be excavated, graded, and reseeded during Phase 1.

19. Wildland Fire Mitigation. The Colorado River Fire Rescue District ("District") Fire Marshal has identified an area of land on the western edge of Filing 11 and on Town-owned property adjacent thereto that requires wildfire and fire fuel reduction and mitigation. Within three months of recordation of this Agreement and the Phase 1 Final Plat, the Town and Developer will finalize the scope of work for the wildfire mitigation deemed necessary by the District. Once the scope of work is approved by the District and the Town, Developer will coordinate the completion of the scope of work, and the Town and Developer will split equally the cost of such work. The scope of work must be completed prior to the issuance of the first certificate of occupancy for Phase 1.

20. Conditions of Building Permit/Certificate of Occupancy. In addition to all requirements of the Town Code, the Town Building Code, and any requirements imposed by operation of state, federal, or local law, no building permits shall be issued for Phase 1 until:

- A. The Phase 1 Final Plat and this Agreement have been approved by Town Staff and Town Attorney, signed by all required parties, and recorded with the office of the Garfield County Clerk and Recorder.
- B. Town staff approves a construction phasing plan that identifies, at minimum, each of the following components:
 - 1. Buildout phases and timeline
 - 2. Schedule that identifies the sequencing of construction; sequencing of occupancy; traffic flow for construction equipment, pedestrians, and private vehicles during each phase; and traffic control plans during construction
 - 3. Safety measures or procedures isolating construction from occupied units
 - 4. Storage and staging areas for construction equipment and materials
 - 5. Illustrative drainage and erosion control best management practices
 - 6. Elements relative to the phasing construction such as topsoil storage and treatment of roadway subgrade (i.e., reclamation and/or revegetation)
 - 7. Conformance to all requirements and specifications approved by the fire marshal concerning temporary access for each phase including, but not limited to, temporary hammerhead turnarounds at dead end streets and any necessary ingress/egress routes for emergency personnel and equipment during construction
- C. All conditions and concerns identified in the Public Works Department and Town Engineer reports attached collectively hereto as **Exhibit D** have been addressed and resolved to the satisfaction of Town staff;
- D. All complete construction plans, drawings, and estimates and all other plans required under the Town Code or this Agreement, including, but not limited to, a dust and weed mitigation plan, lighting plan, and final geotechnical report, have been submitted to and approved by Town staff;
- E. All invoices from the Town have been paid by Developer;
- F. The Castle Valley Ranch Design Review Committee has approved all plans and designs for Filing 11 as required by the Castle Valley Ranch governing documents and the Town Code;
- G. All off-site easement and/or dedication conveyance documents are fully-executed and properly recorded with the Garfield County Clerk & Recorder's office; and

H. Developer has paid all tap fees and water rights dedication fees;

No Certificate of Occupancy shall be issued until:

- A. The Town Engineer has determined that Filing 11 has adequate access and that all water and sewer utility improvements have been completed and accepted by the Town.
- B. Developer submits, and Town Staff approves, an adequate safety plan to ensure that ongoing construction of other buildings and improvements on Filing 11 does not interfere with the health and safety of any residents.
- C. The wildland fire mitigation work described in Paragraph 19 has been completed.

21. Fees and Expenses. Developer agrees to reimburse the Town for any and all fees and expenses actually incurred by the Town in connection with or arising out of the development of Filing 11, the applications and approvals referenced in Ordinance No. TC 2022-9 and this Agreement, including, without limitation, all of the Town's planning, engineering, surveying, and legal costs, copy costs, recording costs, and other expenses whatsoever. Developer shall pay all such fees and costs as they come due.

22. Voluntary Agreement. Notwithstanding any provision of the Town Code, this Agreement is the voluntary and contractual agreement of the Developer, Owner, and the Town. Developer and Owner agree that all terms and conditions of this Agreement, including, specifically, the payment of all fees, and the completion and satisfaction of all terms and conditions of Ordinance Nos. TC 2022-9, are agreed to and constitute the voluntary actions of the Developer and Owner.

23. Breach by Developer; Town's Remedies. In the event of any default or breach by Developer of any term, condition, covenant, or obligation under this Agreement, the Town Council shall be notified immediately. The Town may take such action as it deems necessary to protect the public health, safety, and welfare and to protect the citizens of the Town from hardship. The Town's remedies include any one or more of the following:

- A. Refusing to issue to Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described below has been recorded;
- B. Recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Administrator or his designee, stating that the terms and conditions of this

Agreement have been breached by Developer. At the next regularly scheduled Town Council meeting, the Town Council shall either ratify the recordation of said affidavit or direct the Town Administrator to record an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further development may occur on Filing 11 until the default has been cured. An affidavit signed by the Town Administrator or his designee and approved by the Town Council stating that the default has been cured shall remove the restriction on further development of Filing 11;

- C. A demand that the security given for the completion of the Public Improvements be paid or honored;
- D. The refusal to consider further development plans within Filing 11 or the Property; and/or
- E. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide Developer ten (10) days' written notice of its intent to take any action under this paragraph during which ten-day period Developer may cure the breach described in said notice and prevent further action by the Town. Furthermore, unless an affidavit as described above has been recorded with the Garfield County Clerk and Recorder, any person dealing with Developer shall be entitled to assume that no default by Developer has occurred hereunder unless a notice of default has been served upon Developer as described above, in which event Developer shall be expressly responsible for informing any such third party of the claimed default by the Town.

24. Assignment. This Agreement may not be assigned by Developer without the prior written consent of the Town, which consent shall not be unreasonably withheld and shall be based, among other things, upon the financial capability of the proposed assignee to perform the terms of this Agreement. In the event Developer desires to assign its rights and obligations herein, it shall so notify the Town in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

25. Indemnification. Developer agrees to indemnify and hold the Town harmless from any and all claims or losses of any nature whatsoever incurred by the Town resulting from the development of Filing 11 and all other approvals pursuant to Ordinance No. TC 2022-9, including, but not limited to, any claims regarding insufficient notice of any public meeting or hearing concerning the Application. This indemnification shall include actual attorneys' fees incurred in the event that any party brings an action against the Town for any of the approvals described herein. The parties hereto intend not to duplicate any legal services or other costs associated with the defense of any claims against either party described in this section. The parties hereto agree to cooperate in full to minimize expenses incurred as a result of the indemnification herein described.

26. Waiver of Defects. In executing this Agreement, Owner and Developer waive all objections either may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on Owner or Developer as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

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

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

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

30. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in the state courts located in Garfield County, Colorado, and all parties consent and agree to the jurisdiction and venue of such courts.

31. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation to resolve a claim of default in performance by the Developer, the prevailing party shall be entitled to attorneys' fees, expenses, and court costs. All rights concerning remedies and/or attorneys shall survive any termination of this Agreement.

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

33. Counterparts; Signatures. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument. The parties hereto consent to the use of electronic signatures, which shall be as binding as if they were handwritten.

34. Owner Bound. Owner agrees that it is and will be bound by the terms of this Agreement and that the Town may enforce the terms hereof against Owner in the event Developer does not perform hereunder. Owner and Developer are jointly and severally liable under this Agreement.

35. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage

prepaid, to the addresses of the parties herein set forth. A courtesy copy may also be sent by e-mail. All notices so given shall be considered effective three (3) mail delivery days after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to Town:

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

With a copy to:

David H. McConaughy, Esq.
Garfield & Hecht, P.C.
910 Grand Avenue, Suite 201
Glenwood Springs, CO 81601
Phone (970) 947-1936
Fax (970) 947-1937
E-mail: dmcconaughey@garfieldhecht.com

Notice to Developer:

CVR Investors, Inc.
P.O. Box 1380
Carefree, AZ 85377
Phone: _____
E-mail: _____

With a Copy to:

David J. Myler
The Myler Law Firm, P.C.
211 Midland Avenue, Suite 201
Basalt, CO 81621
Phone: (970) 927-0456
E-mail: dmyler@mylerlawpc.com

[Space Intentionally Left Blank]

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

TOWN OF NEW CASTLE, COLORADO

ATTEST:

Art Riddile, Mayor

Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2022, by Art Riddile, as Mayor, and by Melody Harrison, as Clerk, for the Town of New Castle, Colorado, a Colorado home rule municipality.

WITNESS my hand and official seal.
My Commission expires:

Notary Public

CVR INVESTORS, INC.

By: _____

Name:

Title:

STATE OF COLORADO)
) ss.
COUNTY OF _____)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2022, by _____ as _____ (title) of CVR Investors, Inc., a Colorado corporation.

WITNESS my hand and official seal.
My Commission expires:

Notary Public

EXHIBIT A
Legal Description

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

Parcel B: A PARCEL OF LAND SITUATE IN THE NE1/4 SECTION 31, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M. COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE WEST 1/16 CORNER BETWEEN SAID SECTIONS 29 AND 32, A REBAR AND ALUMINUM CAP LS NO. 36572 SET IN PLACE; THENCE S29° 45' 20" W 2647.04 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, P.U.D. AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED AUGUST 10, 1983 UNDER RECEPTION NO. 344590, THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES: 1. N 89° 50' 34" W 450.00 FEET; 2. N 00° 09' 26" E 75.00 FEET; 3, N 89° 50' 34" W 275.00 FEET; 4, N 00° 09' 26" E 150.00 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE N00° 47' 28" W 548.03 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, PA 19A & WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED NOVEMBER 29, 2005 UNDER RECEPTION NO. 687288; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE N 40° 33' 51" E 273.86 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE N 89° 56' 25" E 552.43 FEET; THENCE S 00° 05'00" E 983,59 FEET TO THE POINT OF BEGINNING

EXHIBIT B

Phase 1 Public Improvements Cost Estimate

DRAFT

EXHIBIT C
Phase 1 EQR Calculations

DRAFT

EXHIBIT D

Public Works and Engineering Comments

DRAFT



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

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

Staff Report

**Castle Valley Ranch Filing 11
Combine Final PUD & Subdivision Development Plan
Town Council – May 3, 2022**

Report Compiled: 4/28/2022

Project Information

Name of Applicant: CVR Investors, Inc and its assigns

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

Phone/Email: 303-549-1916; aa@hackstafflaw.com

Property Owner: CVR Investors, Inc. (Aaron Atkinson)

Owner Mailing Address Same as applicant

Proposed Use: 85 dwelling units on 30 individual lots, zoned MF-1

Legal Description: Section: 32 Township: 5 Range: 90 A PCL IN THE NE4 OF SEC 31 & NW4 OF SEC 32 CONT 48.695 AC AKA PARCEL 2
Section: 31 Township: 5 Range: 90 A PARCEL OF LAND SITUATE IN THE N1/2 SEC 31 CONT 15.505 AC AKA PARCEL 5

Street Frontage: Castle Valley Blvd

Master Plan Zoning: Residential (R) & Mixed Use (MU)

Surrounding Zoning: Single Family – North & South Wildhorse Dr.
Multifamily – Redstone Dr. & Foxwood Ln.
Mixed Use & Residential General Zoning – Parcels North & East of proposed

I General History:

The application for Filing 11 was initially submitted for sketch plan review on August 2nd, 2019 followed by a combined preliminary/final PUD and subdivision application submitted on February 10th, 2020. After several amendments, the application was denied by the Planning Commission (P&Z) on June 20th, 2020, as reflected in resolution PZ 2020-6 for reasons summarized in the staff report dated August 26th, 2020 and further discussed on page 4 of this report. Upon appeal of this decision to Town Council, the applicant was granted an opportunity for re-evaluation with P&Z. On January 13th, 2021, after a lengthy process of review and changes to the application, P&Z advanced the application from preliminary application status to final application status with the conditional approval set forth in Resolution PZ 2020-9. Resolution PZ 2020-9 was issued with the understanding that only the preliminary portion of the original application was under consideration, and that the applicant would return to P&Z with a completed final application addressing the conditions issued, as well as provide the required additional information needed to meet the submittal requirements of a final application.

Pursuant to municipal code (MC 17.100.070) P&Z is authorized to make binding decisions only on preliminary PUD applications. Final PUD applications are subject to review and recommendation by P&Z and a final and binding decision by Town Council only. After Resolution PZ 202-9 was adopted, Applicant's attorney submitted a letter arguing that a combined preliminary/final application should be viewed as and subject to the procedures applicable to a final application with all preliminary elements included. Therefore, the applicant argues, when P&Z denied the original combined preliminary/final application on June 20th, 2020, P&Z should have only been functioning as a *recommending* body (See Attorney David Myler's letter dated, November, 22, 2021) and the application should have proceeded to Council to make the ultimate binding decision on the application.

On January 4th, 2022, Town Council considered Applicant's procedural argument and decided that, all things considered, it was best to consider the application on its current merits and not require a new final PUD application submittal and related process, including another public hearing before P&Z. Instead, Council agreed to consider the preliminary/final application submitted in February 2020, subject to any amendments the Applicant chose to make in response to Resolution PZ 2020-9. Following staff review of updated application materials submitted on January 12, 2022, the Council meeting regarding the application was set and officially noticed for May 3rd, 2022. The applicant and the town agreed that public comment will be taken during the meeting, and that a representative from P&Z will be allowed to comment.

The application packet presented to Council contains the original preliminary/final application materials submitted in February 2020, and amendments to those materials made by applicant in response to negotiations between P&Z and the applicant as well as the conditions recommended by P&Z in Resolution PZ 2020-9. Ordinance TC 2022-9 presents a proposed determination regarding the application. Council may approve the application, with all, some, or none of the conditions proposed in Ordinance TC 2022-9, or deny the application. If Council votes to deny the application and ordinance on first reading, no further action is required. If Council votes to approve the application and ordinance on first reading, the ordinance, as may be amended by Council on first reading, will be presented to Council again at its next regular meeting for approval on second reading.

A. Sketch Plan – 10/1/2019

A sketch plan application for Filing 11 was reviewed by P&Z on September 11, 2019,

and by Council on October 1, 2019. At that time the proposal contemplated 96 multi-family dwelling units comprised entirely of tri-plexes and four-plexes similar in style to existing units along Redstone Dr. and Foxwood Ln. in Castle Valley Ranch. The 13.5 acre proposal spanned both mixed-use and residential zones south of Castle Valley Blvd and east of S Whitehorse Dr. The general concept of the sketch plan – lot sizes, open space, trails, & roads – tracked closely with a prior application submitted by Village Homes, Inc. in 2008. The 2008 application was for 62 single-family homes and was ultimately withdrawn.

At both meetings it was noted by the Applicant that the sketch plan demonstrated substantial compliance with the municipal code, adopted model codes, public works manual, and the Comprehensive Plan (*CP*). Staff acknowledged that the overall *design* conformance was substantial, however, it disputed the degree of continuity with the *CP* and aspects of the CVR Master Plan. Staff maintained that though strict compliance with the *CP* may not be practical in some cases, the *CP* is intended to provide qualitative and quantitative guidance for future land use and is made binding by virtue of its inclusion of the approval criteria for land development applications pursuant to C.R.S. 31-23-206 and Chapter 17.100 of the New Castle Municipal Code.

The sketch plan process produced points of consensus and debate. Those included:

Points of Consensus:

- For a preliminary/final application, all submittal components need to be thorough and complete prior to meeting with P&Z and Town Council.
- The Applicant's product – triplexes on Redstone Dr and Foxwood Ln – has generally been well received by buyers. The units are energy efficient with various modern amenities.
- The typical price-point has been competitive with Lower Valley multi-family development.
- High density residential is better suited along and south of Castle Valley Blvd. (CVB) rather than in the vacant parcels to the north of CVB.
- Land use proposals should prioritize the health and well-being of the community.
- An east-west connector trail should be integrated into the design.
- A looped raw water system is best practice for landscape irrigation.
- View planes should be preserved as much as feasible.

Points of Debate:

- Two-thirds of the proposed development consists within a mixed-use zone as specified by the Castle Valley Ranch Master Plan. Areas of strategic, small-scale commercial development should be considered in fidelity with the vision of mixed-use in the *Comprehensive Plan*.
- The developer is currently party to a restrictive covenant committing them to no more than 303 additional residential units and no commercial development. The Town is not a party to this agreement and takes a position that this restrictive covenant does not change the approved zoning for the area, or relieve the applicant from developing this area as currently zoned.
- Pedestrian circulation should be improved to provide direct access to open space, parks, and other areas throughout the Castle Valley Ranch PUD.
- Diversity of dwelling units should be included into the design rather than the

same style throughout.

- The density and design of multi-family homes seemed misplaced when directly bordering larger single-family homes on S Wildhorse Dr. Transitions should be more subtle.
- Trail connectivity was limited. The proposed Open Space D was not useful. A park amenity would be a better use of that location.
- Off-street parking, though compliant with codes, would create ongoing challenges for traffic flow and snow storage given the density, road widths, attached sidewalks, and propensity of residents to have more than two cars per household or using their garages as storage.
- Snow storage was not adequately specified on the site plan.
- C Ave might be considered for a future emergency access road, in hindsight to the small fire that broke out on Mt. Medaris in the summer of 2019.
- There should be separation between the curb and sidewalk for pedestrian safety and snow storage.
- The proposal did not sufficiently represent the Smart-Growth model endorsed by the *Comprehensive Plan*. Smart-Growth promotes sustainable communities with compact residential mixed with commercial amenities and services, all reasonably accessible without vehicles.
- There was dissatisfaction with not knowing the development plan with the neighboring parcels. Without visibility it would be difficult to assess the appropriateness of the current proposal with the overall community. A master plan amendment was recommended to flesh-out those details.

Per Council request, the Applicant presented the conceptual plan to the general public at an open house. The meeting unfortunately was not well attended, but the few attendees did provide feedback based on comparisons with Redstone Dr. & Foxwood Ln. and their recollection of the original application for Filing 11 in 2008. The units have generally been well-built and at an attractive price-point to a variety of consumers. However there was comment that the build-out could have better planned for parking, traffic flow, and non-vehicular movement.

B. Denial of Preliminary/Final Application 5/13/2020 to 8/7/2020

On May 13, 2020, the New Castle Planning Commission opened the public hearing for Resolution PZ 2020-06 on a combined preliminary/final PUD and subdivision application for Filing 11 in Castle Valley Ranch. Based on feedback received during sketch plan, the application was modified to 91 duplex, triplex, and four-plex units on approximately 13.5 acres. At the continuance on May 27, 2020, the Commission – as the approval body for preliminary PUD applications – unanimously denied the preliminary portion of the application because of noncompliance with the Comprehensive Plan, Section 17.100.090(A)(6) of the municipal code, and other grounds as reflected in the record of the public hearing pursuant to the approval criteria for PUD applications in Section 17.100.090. Specifically, P&Z determined that the application:

- *Is NOT generally compatible with adjacent land uses*

- Development in the vacant parcels to the north and east remained undetermined. A master plan amendment, introduced by the applicant on February 12, 2020, was pondered as a way to rezone all remaining lands owned by the applicant in Castle Valley Ranch from mixed use to residential use. The intent was to clarify the nature of future development of those parcels. However, the application was ultimately withdrawn and thus Filing 11's compatibility with the neighboring parcels remained difficult to ascertain.
 - The proposed style and density of multifamily units was deemed to be out of balance with the large, single-family residential homes on South Wildhorse. Adverse impacts on aesthetics and property values would be likely.
- ***Is NOT consistent with the comprehensive plan***
 - Residential or commercial development of 50 lots/units or greater shall include a mix of land-use types that "provide effectively integrated convenience retail, employment, services, parks/open space/trails, public transit, and non-motorized access (*Goal CG-4A*). Proposed amenities are used sparingly.
 - A large-scale, multifamily development would challenge the livability of the community. Shortcomings with parking, usable open space, non-vehicular circulation, and snow storage will generate a more utilitarian experience rather than one hospitable to quality places that people want to live, work, play, and learn in (*Goal CG-5*).
 - Mixed-use zoning, as defined in the master plan, Town code, and the comprehensive plan, signifies a mixture of residential and non-residential development. Mixed-use affords a community the possibility for local amenities, services, and possible employment (*Goals CG-4A thru E*);
 - Existing wildlife corridors would be displaced with little attention given to relocation habitat (*Goal EN-1*). Sensitive environmental areas will be preserved, and open space corridors will be used to break up continuous areas of development (*Goal POST-4A-B*).
 - Though marketed as competitively priced, the multifamily units would likely sell at price points at or above \$400k similarly to other townhomes in Castle Valley Ranch. New development should embrace aspects of genuine affordability with a diversity of densities, types, and unit sizes (*Goal HO-2A*).
 - Sidewalks and trails could go further in generating connectivity between neighboring parks, open space, and other filings along Castle Valley Blvd. Separated sidewalks and a trail easement between Ganley Hill and Prendergast Hill were recommended (*Goal T-1F*). The intent of the Commission is to encourage non-motorized trails and generous open space which promote recreational value (*Goal POST-3*).
 - Road designs do not adequately accommodate public safety access and will increase road maintenance. Single car garages often means that owners will habitually default to using the garage as storage and at least one vehicle will be forced to park on the street. Single car garages that are served by single car driveways can lead to vehicle stacking issues which often results in heavier parking loads on the streets. Mobility will be tight even in the best conditions. The resulting congestion, as already experienced on Redstone Dr. and Foxwood Ln., will lead to costly snow removal and at times generate obstacles for emergency equipment (*Goal T-1G*).
 - ***The uses proposed are NOT permitted outright in all instances***
 - Roughly 2/3's of the site plan spans mixed use zoning. While multifamily housing is a permitted use in the mixed-use zone district, the zone district is purposely designated for a mixture of uses in accordance with the adopted Smart-Growth model and is meant to complement residential areas by providing needed services and amenities. Development of only residential units in the mixed-use zone does not comply with the purpose of the zone district.
 - Due to the applicant's obligations to a restrictive covenant which does not involve the town, the applicant is compelled to develop only residential units on the property. This obligation, however,

does not mean the applicant is forced into exclusively multifamily townhome development. Staff and the Commission offered possible solutions for development which, though forfeited a commercial element, offered diversity, amenities, and an enhanced quality of life. Unfortunately, none were advanced.

C. Applicant Appeal – 7/21/2020

According to Section 17.100.070 § D, “the applicant may take a disputed [PUD] decision of the planning commission to the town council for review. If, in the town council's sole discretion, the finding of the planning commission may have been in error, the town council shall refer the application back to the planning commission for reassessment” On July 21, 2020, pursuant to this code provision, the applicant formally contested the Commission’s conclusion before Council.

*Specifically, the **applicant maintained that:***

- **The Commission’s decision is inconsistent with Colorado Revised Statutes 29.22.03.**
 - The applicant argued that because the Comprehensive Plan is insufficiently specific and largely discretionary, the goals and policies identified in it could not be used as formal conditions of approval in a land use application. The statute reads, “(2) No local government shall impose any discretionary condition upon a land-use approval unless the condition is based upon duly adopted standards that are sufficiently specific to ensure that the condition is imposed in a rational and consistent manner.”

- **The Commission acted inequitably in consideration of the application**
 - Eagle’s Ridge Ranch (approved 2019) and Lakota Senior Housing (approved 2017) were both found to be compliant with the approval criteria though they were 2-3 times the density.
 - High density multi-family units in Eagle’s Ridge Ranch and Lakota Senior Housing also demonstrate a blunt transition across from large single-family homes north of Castle Valley Blvd. Yet those applications were deemed compliant with the approval criteria.
 - Filing 9 townhomes on Redstone Dr and Foxwood Ln are merely replicated in the current application. Again Filing 9 was deemed compliant while the current application was not.

- **Multi-Family is a permitted use on the list of uses within the Mixed Use general zoning**
 - Irrespective of the definition of mixed-use in the Code and Comprehensive Plan as a mixture of residential and non-residential uses, the applicant argued any use-by-right listed in the MU zoning is an approved option for development whether in part or in whole. The Commission, therefore, was mistaken in its conclusion that the elected use was not permitted in the underlying zoning district by virtue of the absence of a non-residential or commercial use.

- **Compromises with the design were made at the Commission’s request**
 - Density was reduced to 91 units upon initial review from sketch plan
 - Greenbelts were added along Bear Canyon Dr per request of Public Works
 - Snow storage areas were specified per request of the Commission and Public Works
 - Off-street parking was added along Eagle Ridge Rd
 - An east-west trail connector was added from the C Avenue connector, along Eagle Ridge Rd, to Bear Canyon Rd

Upon review of all testimony, Town Council recommended that Staff, the Commission, and the applicant reconvene on the PUD application and consider whether sufficient revisions could be made to warrant the Commission’s approval.

D. Revised Application – 8/26/2020 to 1/13/2021

Resolution PZ 2020-9 was the result of Council's direction to have P&Z reassess the application. In their reassessment P&Z provided the conditions they felt were necessary to bring the application into compliance with the PUD approval criteria. The last site plan reviewed by P&Z was submitted by the applicant prior to the November 23rd, 2020 meeting. From this plan and the ensuing discussion, P&Z generated the list of approval conditions in section II below.

II. P&Z Recommended Conditions for Preliminary Application:

On January 13th, 2021, P&Z voted for conditional approval of the preliminary PUD portion of the application. In doing so, P&Z approved Resolution PZ 2020-9, which included the following conditions:

Note: Conditions in green text are those agreed upon by the applicant per the letter from applicant submitted on November 9th, 2021. All other conditions, or portions thereof, are P&Z conditions with which the applicant has *not* agreed to comply.

- a. Eliminate, reorient, or reduce the following buildings that adversely impact the natural character of the Property and the livability of the community:
 - Eliminate Buildings 23 and 24 to make central open space more usable and to promote outdoor recreation
 - Orient Building 29 so that the building is parallel to Eagle Ridge Drive
- b. The covenants for Filing 11 shall prohibit the parking of boats, trailers, campers, RVs, and inoperative vehicles in driveways or on public rights of way for no more than 48 consecutive hours.
- c. Upgrade the open space area off of Falcon Ridge Court as a central "green" with functional active or passive space.
- d. Applicant shall adequately screen the western portion of Filing 11 from the adjacent homes along South Wild Horse Drive and Mt. Harvard Court through one or more of the following:
 - Widening the natural buffer along C Avenue to greater than 120 feet;
 - Heavily landscaping Open Space A as shown on the Preliminary Plan with trees to obscure the line-of-site; or
 - Installing at least three trees near the rear lot line of each Jot along the west side of Filing 11 and including a provision in covenants for Filing 11 regarding on-going HOA maintenance and replacement of the same.
- e. Identify all permanent snow storage easements on the final plat and any temporary locations on the phasing drawings. In addition to the snow storage areas shown on the revised site plan submitted with the Amended Preliminary Plan, a snow storage easement shall be designated to the east of Building 11 consistent with the comments from the Public Works Director. Snow storage shall be free of all obstructions including fences.

- f. Install street signage stating, NO PARKING ON STREETS 48 HOURS AFTER A SNOWFALL EVENT OF 2" OR MORE.
- g. Provide 5' landscape ("green") buffers between the road and sidewalks along the outer radial lane of ~~Eagle Ridge Dr.~~ Serenity Park Circle for snow storage.
- h. The boundary of the open space area at the southwestern end of Filing 11 shall be revised to incorporate the entire length of the trail that connects to ~~Eagle Ridge Dr.~~ Serenity Park Circle as shown on the revised site plan. Said open space and trail shall be owned and maintained by the HOA for the development but shall be open for public use.
- i. Design Bear Canyon Dr. as a 60' right-of-way according to comments from the Public Works Director. No homes in this filing or any future filing north of the southern intersection of Eagle Ridge Drive and Bear Canyon Drive shall front or be accessed off of Bear Canyon Drive. Parking shall be allowed on both sides of Bear Canyon Drive.
- j. Specify on the plat that Open Space A shall be owned and maintained by the Town and that all other open space areas within the development shall be owned and maintained by the HOA.
- k. Provide a construction phasing plan. Identify, at minimum, each of the following components:
 - Buildout phases;
 - 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);
- l. Request approval of street names through Garfield County Communications to avoid any duplication of names in the county dispatch area.
- m. Demonstrate that all exterior illumination shall comply with acceptable International Dark-sky Association (IDA) standards.
- n. Provide a conceptual landscape plan for each phase illustrating size, type and location of plant materials and an irrigation plan, if applicable. Plans submitted to obtain a building permit for any dwelling in Filing 11 shall demonstrate no more than 2,500 square feet of sod per dwelling unit as specified in 13.20.060 of the Municipal Code.
- o. Designate locations of mailbox kiosks with written authorization from the local postmaster.
- p. Submit an exhibit and conveyance document(s) in a form acceptable to the Town Attorney outlining the necessary water rights (potable and/or raw) required for Filing 11.
- q. Prior to the recordation of any Filing 11 phase plat, the Applicant shall enter into a subdivision improvements agreement with the Town for each phase of the development in a form acceptable to the Town Attorney. The subdivision improvements agreement for

the first phase shall address the allocation of work and costs between Applicant and the Town necessary to mitigate potential fuel hazards for wildland fires in areas identified as threats by Colorado River Fire & Rescue.

- r. The sale of individual units within Filing 11 may not occur until a plat creating the unit is recorded with Garfield County.
- s. Submit a new combined preliminary/final subdivision application to be considered concurrently with a revised final PUD application that takes into account the conditions set forth in this Resolution.
- t. 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.
- u. The Applicant shall comply with all applicable building, residential, electrical and municipal code requirements, including all sign code regulations, when developing the Property according to the Plan, as amended;
- v. 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.
- w. Dedicate for public use a single-track hiking and biking easement at the base of Ganley Hill as a trail connector between Mount Medaris and Prendergast Hill.
- x. **Diversify color** and texture of the buildings within the subdivision.

III. Submission of Final Application and Staff Comments:

On January 13th 2022, one year after the issuance of Resolution PZ 2020-9, the applicant submitted a final application package for staff review. During the completeness check, staff worked with the applicant for several weeks to make changes and clarify areas which were deficient. After such time it was settled that the application was complete enough to schedule a meeting date of May 3rd, 2022. Staff anticipated that remaining deficiencies would be resolved before the meeting. Deficiencies include, but are not limited to:

- Unresolved errors and questions with the amended plat per redline comments submitted by the town attorney dated April 8th, 2022;
- Unresolved engineering concerns per the town engineer's letter dated April 1st, 2022;
- Unresolved utility questions provided by the public works director dated March 16, 2022;
- Additional conditions provided below;

No further updates have been made since the completeness review. To be sure, the deficiencies are more technical in nature and should not have significant bearing on the general design of the project. ***Nevertheless staff recommends that if Council is inclined to approve the application, an approval should only be conditioned upon resolution of all deficiencies to staff's satisfaction.*** A thoroughly consistent and correct submittal packet will minimize confusion and mistakes during the typical rush to issue permits and most certainly

reduce staff and applicant stress.

Therefore in addition to the conditions specified by P&Z in Resolution PZ 2020-9, staff suggests adding the following conditions (Note: the following conditions were not considered by P&Z):

- 1.) (Revises condition e from PZ 2020-9) Identify all permanent snow storage easements on the final plat and any temporary locations on the phasing drawings. Except for the off-street parking area south of Serenity Park Circle, snow storage easements will include all areas identified in the final application packet in addition to easements between buildings 28 & 29 and buildings 26 & 27. Snow storage shall be free of all obstructions including fences.
- 2.) (Revises condition j from PZ 2020-9) Specify on the plat that trails for Open Space A & B will be *constructed* by the applicant as agreed upon at the public hearing dated May 13th, 2020.
- 3.) (New condition) The construction phasing plan shall conform to all requirements and specifications approved by the fire marshal concerning temporary access for each phase including, but not limited to, temporary hammerhead turnarounds at dead end streets and any necessary ingress/egress routes for emergency personnel and equipment during construction.
- 4.) Applicant shall satisfy and otherwise comply with all recommendations of the Town Engineer and Town Public Works Director set forth in their letters dated April 1, 2022, and March 16, 2022, respectively. All phase plats and amended final plats must be approved by the Town Attorney before recordation.

IV. Application Approval Criteria:

Town Council has the responsibility to review the information provided and determine if the final application as presented meets the approval criteria in *Municipal Code 17.100.090*.¹ For final approval an application shall demonstrate:

1. Generally compatibility with adjacent land uses;
2. Consistency with the comprehensive plan;
3. Town's capacity to serve water and sewer and provide fire and police protection;
4. Whether land uses are permitted outright or by special review;
5. Whether number of dwelling units permitted by the underlying zoning districts is not exceeded by the PUD plan;
6. Whether the PUD utilizes:
 - i. the natural character of the land,
 - ii. provides for off-street parking, vehicular, pedestrian and bicycle circulation, outdoor recreation,
 - iii. is of overall compatible architectural design,
 - iv. achieves adequate screening, buffering and aesthetic landscaping,

¹The review criteria applicable to preliminary and final PUD applications were amended in August 2020. Because the application was submitted before the code amendments were implemented, the review criteria in effect at the time the preliminary/final application was submitted in February 2020 apply.

- v. avoids development of areas of potential hazard, ensures compliance with the performance standards and meets all other provisions of this title.

The May 13, 2020, staff report that was prepared for the first P&Z public hearing is included in Council's packet. The staff report is based on the initial preliminary/final PUD and subdivision application and provides staff's analysis of the above review criteria.

V. Exhibits:

- Plat & Site Plan – February 18, 2022
- Final Phasing & Snow Storage Plan - February 18, 2022
- Final Civil Drawings – February 18, 2022
- Final Landscaping Plan - February 18, 2022
- Example Floor Plans - February 18, 2022
- Draft Declaration of Covenants - February 18, 2022
- Utility Report - March 18, 2020
- Traffic Impact Study - March 18, 2020
- Applicant Response to Recommended Conditions – November 16, 2021
- Applicant's Attorney Response ("Myler Letter") to Procedures – December 11, 2021
- Architectural Renderings – February 17, 2020
- Plat with Annotations – April 11, 2022
- Town Engineer Comment – April 1, 2022
- Public Works Director Comment – March 16, 2022
- Fire Marshal Comment – April 5, 2022
- Public Comment Letter – May 11, 2020



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

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

Staff Report

**Castle Valley Ranch - Filing 11//Portion of PA17 & Remaining PA19
Combined Preliminary/Final for PUD & Subdivision Development Plans
Planning Commission – May 13, 2020**

Report Compiled: 5/7/2020

Project Information

Name of Applicant: CVR Investors, Inc and its assigns

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

Phone/Email: 303-549-1916; aa@hackstafflaw.com

Property Owner: CVR Investors, Inc. (Aaron Atkinson)

Owner Mailing Address Same as Applicant

Proposed Use: 27 Multifamily Lots (MF1), 3-plexes and 4-plexes; 91 total residential units;

Legal Description: Section: 32 Township: 5 Range: 90 A PCL IN THE NE4 OF SEC 31 & NW4 OF SEC 32 CONT 48.695 AC AKA PARCEL 2

Section: 31 Township: 5 Range: 90 A PARCEL OF LAND SITUATE IN THE N1/2 SEC 31 CONT 15.505 AC AKA PARCEL 5

Street Frontage: North – Castle Valley Blvd;

Existing Zoning: Residential (R) & Mixed Use (MU)

Surrounding Zoning: Single Family (SF2) – North & South Wildhorse Dr.
Mixed Use (MU1) & Multifamily (MF1) – Redstone Dr.

I Application Exhibits:

(Documents 1-22 submitted prior to the P&Z hearing on May 13th, 2020)

- A. PUD & Subdivision Combination Applications
- B. Application Narrative
- C. Applicant Response to Referrals - SGM
- D. Referral - Colorado Parks & Wildlife
- E. Referral - Colorado Fire River Fire and Rescue
- F. Referral - Town of New Castle Public Works
- G. Referral - Town Engineer
- H. Referral + Redlined Plat -Town Attorney
- I. Referral - Town of New Castle Police Chief
- J. Referral - Garfield RE-2 School District
- K. Resident Comment – Wayne & Virginia Shelton
- L. Will Serve Letter - Xcel
- M. Public Notice
- N. List of Property owners within 250' of Development
- O. Affidavit as to Notice of Public Hearing
- P. Agreement to Pay Consulting Fees & Expenses, February 15th, 2019
- Q. Title Commitment + Legal Description
- R. Soils Report - A.G. Wassenaar
- S. Drainage Calculations - SGM
- T. Utility Report - SGM
- U. Traffic Impact Study - SGM
- V. Snow Storage Sheet – SGM
- W. Construction Drawings - SGM
- X. Architectural Floorplans – SGM



II Progression of Application:

Sketch Plan

A sketch plan application for Filing 11 was reviewed by the Planning Commission on September 11, 2019 and by Council on October 1, 2019. At that time the development proposal contemplated 96 multi-family dwelling units comprised entirely of tri-plexes and four-plexes similar in style to existing units along Redstone Dr. and Foxwood Ln. in Castle Valley Ranch (CVR). The 15 acre proposal spanned both mixed-use and residential zones south of Castle Valley Blvd (CVB) and east of S Whitehorse Dr. The general concept of the sketch plan – lot sizes, open space, trails, & roads – tracked closely with a prior application submitted by Village Homes, Inc. in 2008. The 2008 application was for 62 single-family homes and was ultimately withdrawn.

At both meetings it was noted by the Applicant that the sketch plan demonstrated substantial compliance with the municipal code, adopted model codes, public works manual, and the Comprehensive Plan (CP). Staff acknowledged that the overall *design* conformance was substantial, however, it disputed the degree of continuity with the CP and aspects of the CVR Master Plan. Staff maintained that though strict compliance with the CP is not compulsory – and in some cases not practical – the CP is intended to provide qualitative and quantitative guidance for future land use. It is an instrument used to discover what manner of development

mutually benefits the needs of the Town and the aspirations of the developer.

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Per Council request, the Applicant presented the conceptual plan to the general public at an open house. The meeting unfortunately was not well attended, but the few attendees did provide feedback based on their perception of Redstone Dr. & Foxwood Ln. and their recollection of the original application for Filing 11 in 2008. The units have generally been well-built and at an attractive price-point to a variety of consumers. However there was comment that the build-out could have better planned for parking, traffic flow, and non-vehicular movement.

III Current P&Z Preliminary/Final Application:

On February 10th, 2020 the Applicant submitted preliminary and final applications for a combined PUD & Subdivision plan in planning areas 17 & 19 of CVR (a.k.a. Filing 11). The application was considered complete on March 23rd, 2020. A preliminary/final application with P&Z should demonstrate rigorous compliance with the adopted codes, provisions for utilities and infrastructure, substantial conformance with the *CP*, and minimize any adverse impacts to the Town. The Commission's recommendation shall be delivered to Council within 30 days of the close of the hearing, per *MC 17.100.080*. The Commission can take one of the following actions at the hearing:

- Approve the application with or without conditions;
- Deny approval of the application;
- Continue the hearing pursuant to *MC 16.08.040 § G*.

In what follows, the application will be assessed according to the criteria outlined in *MC 17.100.090*:

1. Generally compatibility with adjacent land uses;
2. Consistency with the comprehensive plan;
3. Town's capacity to serve water and sewer and provide fire and police protection;
4. Whether land uses are permitted outright or by special review;
5. Whether number of dwelling units permitted by the underlying zoning districts is not exceeded by the PUD plan;
6. Whether the PUD utilizes:
 - i. the natural character of the land,
 - ii. provides for off-street parking, vehicular, pedestrian and bicycle circulation, outdoor recreation,
 - iii. is of overall compatible architectural design,
 - iv. achieves adequate screening, buffering and aesthetic landscaping,
 - v. avoids development of areas of potential hazard, ensures compliance with the performance standards and meets all other provisions of this title.

IV CVR Purpose and Approval Criteria:

Castle Valley Ranch PUD – Purpose

According to Municipal Code section 17.104.010, the purpose and intent of the Castle Valley Ranch PUD zone district regulations are to:

1. Encourage variety in the physical development pattern of Castle Valley Ranch;
2. Provide a variety of housing densities greater than would be normally possible;
3. Encourage the use of a more creative approach to the development of land;
4. Encourage a more efficient, aesthetic and desirable use of open space;
5. Encourage a more efficient use of energy through solar orientation, native vegetation, and water conservation;
6. Provide a variety of dwelling and building designs;
7. Provide high standards of development and provide amenities appropriate to the densities involved in the project;
8. Provide an integrated open space system throughout areas as outlined on the Castle Valley Ranch PUD zoning plan as well as throughout individual districts;
9. Provide for a variety of housing types in order to best meet the housing demands of all age groups;
10. Maintain and preserve the general alignment of drainage ways for aesthetic, energy and functional purposes;
11. Provide pedestrian networks throughout the open space districts as well as throughout individual districts thereby providing an integrated network throughout the entire development;
12. Provide landscape areas and tree plantings throughout the entire development.

It is helpful to have these priorities in mind when considering an application's degree of conformance with the following approval criteria.

Approval Criteria

1) Is the proposal generally compatible with adjacent land uses?

The property is surrounded by mixed-use and residential zoning. Currently all surrounding development consists of either single family homes or multifamily dwellings. The proposed units are modeled after the tri-plexes located off of Redstone Drive – sized between 1,600sf & 1,796sf – and include four designated open spaces.

Staff Comment: Since the adjacent land uses are comprised of residential and open space, and the proposal resembles the tri-plexes built in Filing 9 on Redstone Ln. and Foxwood Dr., it is reasonable to conclude that the proposal is broadly compatible with surrounding uses.

There is some apprehension with the blunt transition from large single family homes directly to the west (3,000-4,000 sf on S Wildhorse Dr.) to the higher density 3 & 4-plexes proposed. The transition to higher density may have some adverse effects on property assessments in one way or another. Because of added congestion, noise, loss of view planes, without additional amenities the homes on S Wildhorse Dr. could suffer from external obsolescence. Conversely the close proximity of the higher value homes to the proposed development may artificially inflate the property values

of the multi-family homes. These effects might be avoided by replacing some of the multi-family lots with smaller single family dwellings, particularly on the west side of Eagle Ridge Dr. Alternatively these threats might be mitigated with increased open space and ample landscape buffers.

Finally, it is difficult to assess future compatibility of the proposal with the undeveloped properties to the east – parcels which the Applicant currently owns. For example, were the current application to be approved, how would it impact the future design of the mixed-use zone PA17 to the east? At this time the expectation for this parcel is unknown. With greater visibility, however, the Town would be in a better position to determine the suitability of the current application.

Degree of Conformance: Moderate/High

2) Is the proposal consistent with the comprehensive plan?

The CP anticipates future development to follow the Smart-Growth model (Goal CG-5). Values of smart-growth include:

- Livability
- Efficiency
- Affordability
- Environmentally Conscious

Central to this model is the concept of “place-making”. Place-making is a strategy promoting attractive, livable communities which, in turn, drive place-based business and investment while discouraging economic outsourcing. The community’s intrinsic strengths are primary to all development concepts. Incremental building, balanced housing types, transit alternatives, recreational opportunities, and even commercial services are believed to help create attractive communities which are environmentally friendly and compatible with the community’s needs. The CVR Master Plan purposely arranged mixed-use zones contiguous with residential zones to help preserve a place for services, amenities, and public wellness to achieve these ends.

Staff Comment: The Applicant proposes higher density townhomes. This is a helpful first-step in restraining sprawl and resonates with the more urban flavor specified by the CP. The proposal speculates that higher density should furnish more affordable options for young families, professionals, or those looking to downsize (CP Goal HO-2). Though this affordability is not at the level of deed restriction, the units should match an attractive price-point in the Valley.

Higher density should not, however, sacrifice health and wellness. Staff believes the current proposal risks sacrificing livability with the congestion caused by bulk residential growth. A balance might be struck by eliminating some buildings while increasing some tri-plexes to four-plexes. Or, reduce all four-plexes to three-plexes. With livability in mind this move would create greater buffer space between structures to meet the topography challenges, snow storage needs, trail placement, and parking limitations discussed below.

The CP expects a balance of land-uses particularly with development over 50 lots (CP Goal CG-4A) and especially when the development lies within a mixed-use zone. A mixture of home designs, integrated service amenities, non-vehicular connectivity, and generous open space will go a long way in improving community wellness and pairs better with the tenants of Smart-Growth.

The proposal demonstrates dedication of the required 10% of lands with a grade less than 35%. This amounts to ~1.5 acres of land. The adequacy of this dedication is discussed below. Other than space allocated to pedestrian paths, only Open Space C is reserved for potential recreation (CP Goal POST-2).

The Colorado Parks & Wildlife referral indicates that the current proposal would continue to compromise wildlife habitat. The referral concludes, "If the opportunity exists for creating wildlife movement corridors on the edges of this development, they should be reclaimed using appropriate vegetation and should contain visual and noise barriers. Some wildlife species may still attempt to access the area to the south of this development, so a vegetative barrier may provide some mitigation for the disruption at the site" (CP Goal EN-1).

Is the project sustainable? The CP (Goal CG-7) and MC (17.100.060) requires a fiscal impact study by final application to determine the future fiscal sustainability of public improvements. However because of the many variables and costs involved in a fiscal analysis, a full-on return on investment study was not requested. In theory, a fiscal analysis would indicate that the Town is better off with rather than without the proposed development. Some beta to help demonstrate this benefit:

- The Town has historical placed the burden of the initial infrastructure improvements on the developer (Goal I-1A).
- The application narrative explains that the 91 units will generate roughly \$1.66 million in permit fees, water taps, recreation fees, and use tax. However, other than use tax (~13% of permit fees or \$221,000 of the \$1.66 million) and recreation fees (\$45,500 for all 91 units), permit fees are usually a zero sum.
- The Town can expect revenues for infrastructure through a portion of the 8.551 mills on property assessments. For an average townhome in New Castle this amounts to \$210/year.
- The Town can expect revenues from sales tax (29% of all sales taxes is reserved for road maintenance and another 21% is reserved for parks and recreation).
- According to Public Works, the rule-of-thumb is that the Town typically depends on \$3,640/year per lane-mile for road paving and utility repair.

A fiscal impact study would combine these metrics with other dynamics to demonstrate the economic feasibility of development. For now it should help stimulate thought regarding known revenues and expenditures.

Degree of Conformance: Low/Moderate

3) Does the town have the capacity to serve the proposed use with water, sewer, fire and police protection?

Per the 2002 Second Amended Castle Valley Ranch Annexation Agreement, the Castle Valley Ranch PUD is has been allocated a maximum of 1400 total units. Currently an estimated 530 lots remain vacant. Dedicated water rights are still available for the proposed development.

Staff Comment: Public Works has confirmed that adequate water and sewer capacity are available for the number of lots proposed. According to the CP and the CVR Master Plan, a raw water loop for all landscape hydration should be featured. A water testing station for the Filing 11 has also tentatively been planned per Public Works recommendation.

All Staff have responded negatively to the width of the proposed road right-of-ways (ROW). Currently the proposed design is for 50' ROW or 37' flowline-to-flowline. This includes two 10.5' drive lanes, two 8' parking lanes, and two 5' attached sidewalks. This indeed is the minimum requirement for all local residential roads (MC 16.28.050 §H). To improve public safety, snow storage, and optimize the pedestrian experience, Public Works recommends detached sidewalks with an additional 5' green buffer. The result would be a 60' ROW similar to N Wildhorse Dr and other collector streets. The Police Chief would preference limiting parking to one side of street based on the poor track record of moving emergency personal and equipment in the Town's multi-family residential neighborhoods.



The 50' ROW in the higher density neighborhoods becomes increasingly problematic when snow storage is taken into account. Firstly, it is not easy to push snow down the middle of the street with 21' of total travel lane and vehicles parked on both sides. The driver must be attentive to snow "wake" or throwing snow from the blade into the sides of vehicles. Secondly, when snow storage is poorly located, snow



removal becomes highly inefficient and expensive. On heavy snow days, snow will be pushed into large piles in vacant parking spaces for staging until loaders and trucks haul it off – pushing snow is quick and inexpensive; Lifting and hauling snow is unreasonable when other alternatives for street design are available. Finally, with vehicles parked on both sides of the street, snow crews usually must return multiple times to clear area where vehicles were originally parked. In the end,

narrower ROWs usually bring a cost advantage to a developer. However for the Town of New Castle, the minimized widths have proven to be an ongoing challenge.

Degree of Conformance: Moderate

4) Are the uses proposed within the PUD permitted outright or by special review?

The proposal spans two distinct zones according to the CVR Updated Master Plan Map. A residential zone, colored in dijon, comprises the northern third of the development (5.1ac). The southern two-thirds, identified in red, is zoned mixed-use (8.8ac). The Applicant indicates that the site specific zoning is entirely multi-family MF-1, defined as a “multifamily townhouse and patio home district allowing for creative approaches to development with housing alternatives that are sensitive to existing and surrounding land uses” (17.104.080 A.3). In both residential and mixed-use zones, townhomes are permitted by right.

Staff Comment: Though the use intended is one of several permitted by right, the commitment to only residential development in a zone dedicated to mixed-use is not how the code defines mixed use in CVR (MC 17.104.080). Mixed use is purposely designated for a mixture of uses in accordance with the Smart-Growth model discussed earlier:

- MU-1: “mixed use district providing a mix of residential and nonresidential land uses within close proximity to each other that are suitably located within the community core.”
- MU-2: “mixed use district providing a mix of residential and light industrial, office uses within close proximity to each other where complementary business uses may be permitted, and where higher intensity uses will be permitted that may not be suitable within the community core.”

Nevertheless, converting the MU zones to all residential has become an all too common practice for developers in New Castle. Understandably, the alternative – nonresidential/commercial development – comes with economic risk, for it is arguably more difficult to fill commercial space. However, as noted in a previous development application, the Town struggles to correct the current imbalance between residential and commercial, which has contributed to fiscal disparities.

Staff contends that demand from the community plus demand from business interests makes provisions for commercial services and vendors more viable than in years past. The current Lakota Canyon Ranch Deli and the former veterinary clinic on 7th Street are testaments to successful business approaches integrated within predominantly residential areas. Fourmile Mountain Market in Glenwood Springs, Southside Drive in Basalt, and Eagle Ranch in Eagle are further instances of discrete commercial ventures in the heart of established residential neighborhoods.

Staff maintains, then, that the developer consider strategic locations for smart commercial options in their development plans. One suggestion might be to negotiate a zoning change which dedicates specific locations and/or functions that are deemed viable commercial areas. To move forward without any considerations means the permanent loss of another nine acres of the Town’s limited mixed-use property.

Degree of Conformance: Low/Moderate

5) Is the number of dwelling units permitted by the underlying zoning districts exceeded by the PUD plan?

The number of dwelling units in Castle Valley Ranch is restricted in two ways: 1) total number of units for all of Castle Valley and 2) minimum lot area per dwelling unit provided in tables found in MC 17.104.080 §H. Currently there are approximately 530 vacant lots in the Castle Valley PUD. With approximately 186.5 usable acres remaining, the average density would approach 2.8 units per acre. Furthermore the Applicant has elected the MF-1 zoning designation which limits the lot size for residential units to no smaller than 2,200sf. At this lot size the allowed density could approach an unrealistic 19.8 units/acre. The Castle Valley mixed-use zones are also allocated up to 100,000 aggregate square feet of commercial space which, like Lakota Canyon Ranch, has yet to be developed.

Staff Comment: The present application represents 91 units on 15ac for a density of 6.1 units per acre which, though more than double the average remaining density in Castle Valley Ranch, is far less than the 19.8 units/acre which could be allowed. If this proposal were approved the average remaining density would then fall to 2.6 units/acre. Staff believes this is manageable in theory.

In sum, though the density is significantly higher than many parts of the overall PUD, it would not affect the build-out of other parcels too adversely. For this application density, strictly speaking, should not be in conflict with the code requirements.

Degree of Conformance: High

6) Does the PUD proposal:

- i. **Provide off-street parking** – Castle Valley requires two off-street parking spaces per unit (17.104.100). The proposed design shows single-vehicle garages, with the driveway providing the second off-street parking space. As observed on Redstone Drive, the Riverpark Condos, and the Pyramid Peak Townhomes, this design is less than optimal and, as discussed above, compromises quality of life. In practice, these garages are used for storage, the driveway used for one vehicle, and the ROW used for all remaining vehicles. Together with sidewalks without green buffers, garbage bins in the driveway, and cars along the curb the congestion makes for an unpleasant pedestrian experience and undermines the appeal of the community. Other options exist. Staff encourages the Applicant to consider alternatives.
- ii. **Utilize the natural character of the land** – Due to the moderately sloped topography of the proposed 15 acres, some cut-and-fill will be required for construction feasibility. On the north two-thirds of the property, the Application will provide stepped lots. The lot lines will likely require retaining features such



as simple stacked-rock walls or wood tie retention. To date, these details have not been furnished.



Moving south in the development creates greater design challenges and topography alterations. Buildings 12 & 13 will require up to 36' of structural fill at the base of Ganley Hill. To remain below an 8% road grade the natural land contours will require alteration. At some point significant fill material will likely need to be moved or imported to the future Filing 12 to match the eastern grade with Filing 11. To retain the property's natural character measures such as these should be kept to a minimum.

- iii. **Provide pedestrian and bicycle circulation** – Proposed sidewalks help to provide safe egress from the street-to-home or from home-to-home. The CP (CP Goal T-1) envisions more for pedestrian circulation. Specifically non-vehicular trail systems should contribute to local recreation. Staff feels the current design has a solid start with 8' paths included to the north and to the west of the development. Staff maintains that trail connectivity could be increased internal to the development with small modifications to the development plan. A connecting 8' trail at the south end of Filing 11 and one that bisects the development is advised.



- iv. **Provide outdoor recreation** – Other than the existing Avenue C trail and a small centrally located pocket park, there is no realistic component of outdoor



recreation to this proposal. The 2008 application included a central one acre lot that was accessible from two streets. Staff encourages the development to have more useable open space than currently proposed. Elimination of Building 20 at a minimum with some grading changes will be a positive step in creating usable recreation space. An east-west connecting trail, is included in this plan set along the south end of Eagle Ridge Dr. to Bear Canyon Dr. Adding a landscape buffer of at least three feet along this trail will provide better safety for pedestrian travel.

- v. **Is of overall compatible architectural design, achieves adequate screening, and ensures compliance with performance standards** – The overall architecture will generally follow the design aspects of the approved townhomes located on Redstone Drive and Foxwood Ln. However, many of the buildings will be enlarged to four-plexes. Landscaping and screening are identified on sheets L1.0-3.0. All landscaping shall conform to requirements set forth by the relevant Town codes and verified by the Parks Department. The Applicant will be expected to agree to the performance standards adopted by the Town.

Degree of Conformance: Moderate

V. Subdivision Approval

A subdivision application will be approved by Town Council only if it is found to be compliant with the criteria set forth in MC 16.16.030. A subdivision plat will be provided at the preliminary stage of the application and will be reviewed by the Town attorney and engineer for compliance. Per PZ 2019-5, "One or more amended plats to define the boundaries of the individual units within each building shall be prepared for each building envelope based on as-built surveys after construction, which may be approved on staff level." Sale of individual units may not occur until the amended plat is recorded with Garfield County. Any revisions and corrections will be made prior to Council meeting.

VI. Staff Recommendations:

Staff recommends the Planning Commission explore the following alternatives to the proposal prior to deciding on Resolution 2020-06:

1. Integrate areas of strategic commercial development within the mixed-use zone of the CVR master plan.
2. Soften the transition created by the juxtaposition of large single-family homes with multi-family townhomes.
3. Improve the parking arrangement and resulting traffic congestion that results from parked vehicles along both sides of the streets.
4. Expand road ROWs to include 5' green buffers between road and sidewalk.
5. Improve pedestrian circulation to provide direct access to open space, parks, and other areas of Castle Valley Ranch. Create greater trail connectivity. Possibly add an east-to-west trail corridor throughout development and along the southern property border
6. Expand Open Space C to include useable recreation space.
7. Provide a general plan for the vacant parcel east of the proposed development in order to guide considerations for how best to use the mixed-use zone, trail routing, and road configuration.
8. Eliminate Buildings 12 & 13 in order to minimize fill material at the south end of the property and retain the natural topography.
9. Consider more strategic places for snow storage to minimize removal efforts by Public Works.
10. Design C Ave as part of a greater wildlife corridor potentially accessible by emergency vehicles when needed.
11. Street names be approved through Garfield County Communications to avoid any duplication of names in the county dispatch area.



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

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

Memorandum

To: Town Council
From: Paul Smith
Re: Agenda Item – Review of the Denial for Resolution No. PZ 2020-07 regarding a preliminary PUD application for Filing 11 in Castle Valley Ranch
Date: 7-21-20

Purpose:

On May 13, 2020, the New Castle Planning Commission opened the hearing for Resolution PZ 2020-06 on a preliminary PUD application for Filing 11 in Castle Valley Ranch. The application consisted of 91 duplex, triplex, and four-plex units on approximately 13.5 acres. At the continuance on May 27, 2020, the Commission – as the approval body for preliminary PUD applications – unanimously denied the application because of noncompliance with the Comprehensive Plan, Section 17.100.090(A)(6) of the municipal code, and other grounds as reflected in the record of the public hearing pursuant to the approval criteria for PUD applications in Section 17.100.090. Specifically, the application:

- ***Is NOT generally compatible with adjacent land uses***
 - Development in the vacant parcels to the north and east remained undetermined. A master plan amendment, introduced by the applicant on February 12, 2020, intended to rezone all land in CVR owned by the application from mixed use to residential, which would clarify the nature of development of those parcels. However, the master plan amendment was deferred by the applicant until August 26, 2020. Therefore, the application’s compatibility with the neighboring parcels remained difficult to ascertain.
 - The proposed style and density of multifamily units was deemed to be out of balance with the large, single-family residential homes on South Wildhorse. Adverse impacts on aesthetics and property values would be likely.

- ***Is NOT consistent with the comprehensive plan***
 - Residential or commercial development of 50 lots/units or greater shall include a mix of land-use types that “provide effectively integrated convenience retail, employment, services, parks/open space/trails, public transit, and non-motorized access (*Goal CG-4A*). Proposed amenities are used sparingly.
 - A large-scale, multifamily development would challenge the livability of the community. Shortcomings with parking, usable open space, non-vehicular circulation, and snow storage will

generate a more utilitarian experience rather than one hospitable to quality places that people want to live, work, play, and learn in (*Goal CG-5*).

- Mixed-use zoning, as defined in the master plan, Town code, and the comprehensive plan, signifies a mixture of residential and non-residential development. Mixed-use affords a community the possibility for local amenities, services, and possible employment (*Goals CG-4A thru E*);
- Existing wildlife corridors would be displaced with little attention given to relocation habitat (*Goal EN-1*). Sensitive environmental areas will be preserved, and open space corridors will be used to break up continuous areas of development (*Goal POST-4A-B*).
- Though marketed as competitively priced, the multifamily units would likely sell at price points at or above \$400k similarly to other townhomes in CVR. New development should embrace aspects of genuine affordability with a diversity of densities, types, and unit sizes (*Goal HO-2A*).
- Sidewalks and trails could go further in generating connectivity between neighboring parks, open space, and other filings along CVB. Separated sidewalks and a trail easement between Ganley and Prendergast were recommended (*Goal T-1F*). The intent of the Commission is to encourage non-motorized trails and generous open space which promote recreational value (*Goal POST-3*).
- Road designs do not adequately accommodate public safety access and will increase road maintenance. Single car garages mean owners will habitually default to using the garage as storage and at least one vehicle parked on the street. Mobility will be tight even in the best conditions. The resulting congestion, as already experienced on Redstone Dr. and Foxwood Ln., will lead to costly snow removal and at times generate obstacles for emergency equipment (*Goal T-1G*).

• ***The uses proposed are NOT permitted outright in all instances***

- Roughly 2/3's of the site plan spans mixed use zoning. While multifamily housing is a permitted use in the mixed-use zone district, the zone district is designed for a mixture of uses in accordance with the adopted Smart-Growth model and is meant to complement residential areas by providing needed services and amenities. Developing only residential in the mixed-use zone does not comply with the purpose of the zone district.
- Due to obligations with a restrictive covenant, the applicant is compelled to develop only residential on the property. This obligation, however, does not mean the applicant is forced into exclusively multifamily townhome development. Staff and the Commission offered possible solutions for development which, though forfeited the commercial, offered diversity, amenities, and enhanced livability. None of those proposals were ultimately adopted.

According to Section 17.100.070 § D, "the applicant may take a disputed decision of the planning commission to the town council for review. If, in the town council's sole discretion, the finding of the planning commission may have been in error, the town council shall refer the application back to the planning commission for reassessment."

The applicant contends that the proposal meets the code standards and design requirements as set forth in the Public Works Manual, zoning provisions, and adopted building codes. The satisfaction of those requirements notwithstanding, the Commission made its decision based on the approval criteria of Section 17.100.090 as required by the code. The Commission concluded that the application contains significant enough shortcomings in the manner discussed above to warrant denial. The Council is charged with deciding whether this conclusion was in error.

Thank you,

Paul Smith
New Castle Town Planner

Castle Valley Ranch

Planning Area 17

Preliminary and Final Plan Re-Submittal

April 2022

Prepared for:

Town of New Castle
Box 90
New Castle, CO 81647

Prepared by:

SGM
118 W 6th Street
Glenwood Springs, CO 81601

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January 13, 2022

Mr. Paul Smith, Town Planner
Town of New Castle
P.O. Box 90
New Castle, Colorado 81647

**RE: Filing No. 11, Castle Valley Ranch Planning Area #17
Preliminary and Final Plan Re-Submittal**

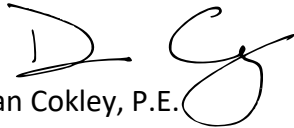
Dear Paul,

The purpose of this letter serves to provide a cover transmittal of the Preliminary and Final Plan re-submittal for Filing Number 11, PA #17 of Castle Valley Ranch Subdivision. This re-submittal is exactly as originally submitted in February 2020 and includes the updated site layout that address conditions provided by the Planning and Zoning Commission and specifically referenced and addressed in the November 22, 2021 letter to Town Attorney David McConaughy from David Myler on behalf of CVR Investors.

This re-submittal is provided for the Town's ongoing review of this project.

Please let us know if you have any comments or questions.

Sincerely,

A handwritten signature in black ink, appearing to read "D Cokley". The signature is stylized and fluid.

Dan Cokley, P.E.
SGM Principal

CVR INVESTORS, INC.
5282 Red Pass Way
Castle Rock, CO 80108
303.549.1916

November 16, 2021

Via Electronic Mail

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

Re: *CVR Filing 11* - Portion of PA17 and remaining PA19

Mayor Riddile, New Castle Council and New Castle Planning Commission:

I am writing in advance of the upcoming meeting on our application for combined preliminary/final plat approval for Filing 11. Since 2019, we have endeavored to work responsibly to design a quality residential housing project that will meet the needs of New Castle now and into the future. Although we and the town have not agreed on all points, we believe we have made substantial modifications to the plan to respond to the Commission's requests. More recently, we met with members of the town staff to better understand their concerns as well as to discuss solutions. Included at the end of this letter is a table showing the numerous changes and concessions we have made since the original application was submitted. It is our hope to continue working constructively with the Commission and staff to find a path forward to a successful outcome that also preserves the financial viability of our plan.

The following points represent comments from CVR Investors, Inc. ("CVR") in response to the conditions imposed by the Commission during the review of our application and which resulted in a recommendation to Town Council for conditional approval.

The following are our responses to the conditions outlined in paragraph six of the Resolution approving the preliminary/final plat application.

A. Eliminate, reorient, or reduce the following buildings that adversely impact the natural character of the Property and the livability of the community: Eliminate Buildings 23 and 24 to make central open space more usable and to promote outdoor recreation; and Orient Building 29 so that the building is parallel to Eagle Ridge Drive.

CVR is agreeable to re-orienting Building 29 to be parallel to Eagle Ridge Drive. However, the Commission's request to eliminate buildings 23 and 24 seriously impacts the project's economic feasibility. The original sketch plan application included 91 triplex and quad-plex structures. Over the course of our review with the town, the

dwelling unit count has been reduced to 85 units through replacement of many triplex structures with duplexes. This substantial density reduction was made in response to the Commission's input. An economically viable project requires a critical minimum unit count to retain development viability and to accommodate the Commission's desires. Eliminating Buildings 23 and 24 results in a single-loaded Falcon Ridge Court layout, that effectively doubles our per unit costs. The Commission's rationale for this additional unit reduction was "to make central open space more usable and to promote outdoor recreation." As a better alternative we propose constructing "Serenity Park" in the southwest portion of the project. This 0.4-acre site offers better active/passive outdoor recreation opportunities in a more functional space. The elevated location has better views across the property, direct access to the C-Avenue trail, handicap accessibility and better serves the needs of the neighborhood. The entire project will be regraded during development. This will result in complete site revegetation. Because of this site manipulation the current undeveloped "natural" character will change. We believe that Serenity Park offers a better developed character configuration than Open Space C. As noted, and at the request of the Commission, CVR has already substantially reduced the unit count down to 85 units. This unit decrease threatens the economic feasibility of this development, but we have agreed to do so in our good faith effort to cooperate with the Commission.

It is our desire, and we believe TONC's, to build a product that is more affordable. This requirement to further reduce density simply increases our costs and makes our product less affordable. An additional reduction our unit count is unacceptable for the reasons listed below.

The idea of improving "livability (sic) of the community "through density reduction conflicts with one of the fundamental tenets of the New Castle Comprehensive Plan: which favors "higher building densities and smaller home sizes. "(Policy HO-2B.) We believe that the Serenity Park alternative both enhances community livability and supports tenants of the Comprehensive Plan. CVR went to great lengths to create more functional open space by designing Serenity Park. As noted above, the park incorporates gentle grades to facilitate functional recreation areas that would be accessible to all New Castle residents; not just those in this subdivision. Finally, as previously outlined, CVR intends to install a retaining wall in Open Space A, which enhances useable space there with flatter grades.

The Commission should keep in mind that anticipated buyers of these units are likely to be retired couples looking to down-size their living needs. Although Castle Valley Ranch has met all its open space dedication requirements, CVR is still creating additional active/passive open space in Filing 11. The CVR Annexation Agreement specifies 10% of the acreage per the Second Amended Annexation Agreement. The 10% active/passive open space obligation was met prior to this filing. The active and passive recreation space at Serenity Park better serves the needs of the neighborhood than a playground and recreation area in the backyards of the units. Maintaining the units of Buildings 23 and 24 in conjunction with adding Serenity Park is the best way to balance these interests.

Regarding overall impact, the Filing 11 density of approximately 6.27 units per acre is far less than the maximum density permitted in the PUD. In fact, this development has the lowest possible density for the MF-2 Zone District. Filing 11 density is less than one-half

of that approved for nearby Eagle's Ridge. The Planning Commission recommended approval of 35 units on Eagle's Ridge just east of Filing 11 on 2.218 acres, or 15.78 units per acre which exceeded the maximum densities in section 17.128.070[F] of the Municipal Code. Ultimately, Council approved the plan with 30 units, or a density of 13.53 units/acre, which also exceeds the Town's allowed density and which subsequently required a variance. CVR PUD, which includes Filing 11, has an approved site-specific development plan with vested rights that allows the same density as Eagle's Ridge, but the proposed density of Filing 11 is half the density of the approved Eagle's Ridge.

For all these reasons, CVR believes that the proposed Serenity Park meets the objectives of the New Castle Comprehensive Plan, functionality of the neighborhood and the objectives of the Planning Commission without a further unit reduction of Buildings 23 and 24.

B. The covenants for Filing 11 shall prohibit the parking of boats, trailers, campers, RVs, and inoperative vehicles in driveways or on public rights of way for no more than 48 consecutive hours.

We agree to this condition.

C. Upgrade the open space off of Falcon Ridge Court as a central "green" with functional active or passive space.

CVR's response to this condition is detailed the preceding section "A." In addition, Filing 11 will include a retaining wall at the north end of Open Space A thereby creating grades that will support functional active or passive space.

D. Applicant shall adequately screen the western portion of Filing 11 from the adjacent homes along South Wild Horse Drive and Mt. Harvard Court.

CVR agrees to pay the cost of two trees per duplex lot (one per unit) in the open space adjacent to each rear lot line of the lots lot along the west border of Filing 11. These trees are to be planted and maintained by the town in conformance with the previous agreement. We believe that planting too many trees along the rear lot lines would be detrimental to the aesthetics in this area because they would over-crowd the area with tree canopies. One tree per unit will sufficiently buffer the duplexes from the adjoining uses because this configuration would allow the trees to grow to full maturity without interfering with one another. The developer is not required to "construct parks or recreational facilities or to fund construction of the same," but instead is required to pay the Recreational Facilities Development Fee to the Town. Additionally, the developer is not required to construct Open Space A pursuant to the Second Amended Annexation Agreement. Notwithstanding the fact that developers have already met the required 10% park/open-space dedication acreage, CVR agrees to dedicate Open Space A as additional park/open-space land so New Castle can construct this improved area in accordance with our plans.

The 12-to-15-foot elevation difference between the western border of Filing 11 and the homes on the east side of South Wildhorse Drive provides ample vertical and horizontal buffering to the units on the west even without the proposed trees. According to SGM, the existing grade of homes along South Wildhorse are 12-to-15 feet higher than the

proposed grade of the townhomes to be developed along Eagle Ridge Drive. Units along South Wildhorse are unlikely to have impacts with the construction of the townhomes.

E. Identify all permanent snow storage easements on the final plat and any temporary locations on the phasing drawings. In addition to the snow storage areas shown on the revised site plan submitted with the Amended Preliminary Plan, a snow storage easement shall be designated to the east of Building 11 consistent with the comments from the Public Works Director. Snow storage shall be free of all obstructions including fences.

We agree to this condition.

F. Install street signage stating, “NO PARKING ON STREETS 48 HOURS AFTER A SNOWFALL EVENT OF 2” OR MORE.”

CVR is willing to comply with the snow removal parking standards imposed throughout the Town New Castle. If the New Castle Council adopts a regulation imposing the standards noted in this condition, CVR will comply. The Town of New Castle receives an annual snowfall of 17 inches per year. Larger snowfalls in New Castle are infrequent and with a warming climate are likely to become less common. We believe it is both unfair and improper to apply a unique standard to Filing 11 that is inconsistent with the practices used in the rest of the town. There is no standard in the Public Works Manual, the Town Code, or any other governing resource that requires this parking limitation.

CVR’s design exceeds the snow storage recommendations made by the Town Engineer and meets all the requirements of the Public Works Manual. CVR has actively worked with the Public Works Department on snow removal parking alternatives. For example, the Public Works Department suggested that CVR agree to alternate side of the street parking restrictions with no parking on the odd side of the street on the first day of the snow event, and then no parking on the even side on the day after. CVR agreed to this option only to later discover that the Town changed its position by contending that the drivers of the snowplows said it would be too inconvenient.

CVR believes that prohibiting parking throughout the development for two full days after a storm does not work. Applying a different standard in Filing 11 is not only arbitrary, but it is unfair and inconsistent. The New Castle Comprehensive Plan explicitly describes a preference for on-street parking as a traffic management protocol. (Policy CD-1E.) Efforts to restrict on street parking in this development is contradictory to the comprehensive plan policy and is inconsistent with the practices in the rest of the community.

G. Provide 5’ landscape (“green”) buffers between the road and sidewalks along both sides of Bear Canyon Drive, and the inner radial lane of Eagle Ridge Drive. All green buffers shall be lined with trees except in designated easements.

The applicable New Castle Ordinance provides as follows:

“Sidewalks are required on both sides of all streets and shall be at least four feet wide in residential areas and six feet in commercial areas. **Residential areas shall have sidewalks of the "Hollywood" design on local residential streets. Collector streets shall have vertical curb and gutter and attached sidewalk.** In residential areas, arterial streets shall have a vertical curb and detached sidewalk at least five feet in width

separated from the curb by a minimum of four and one-half feet. Design of streets in commercial and industrial areas shall be approved by the planning commission.”

Filing 11 is designed to comply with TONC’s requirements in all respects. CVR spent substantial time discussing this issue with Town staff and the Commission to later discover that the Town’s own municipal code mandates attached sidewalks. There is no justification for requiring CVR to detach its sidewalks in conflict with the town ordinance. There are no other requirements in the Public Works Manual or anywhere else specifying separated sidewalks. CVR will comply with the applicable requirements of the adopted town ordinance. In a spirit of cooperation, CVR agrees to install these greenbelts along Bear Canyon Drive.

H. The boundary of the open space area at the southwestern end of Filing 11 shall be revised to incorporate the entire length of the trail that connects to Eagle Ridge Drive as shown on the revised site plan. Said open space and trail shall be owned and maintained by the HOA for the development but shall be open for public use.

We agree to this condition.

I. Design Bear Canyon Dr. As a 60’ right-of-way according to comments from the Public Works Directors. No homes in this filing or any future filing north of the southern intersection of Eagle Ridge Drive and Bear Canyon Drive shall front or be accessed off of Bear Canyon Drive. Parking shall be allowed on both sides of Bear Canyon Drive.

We agree to this condition for the north-south leg of Bear Canyon Drive described in this filing.

J. Specify on the plat that Open Space A shall be owned and maintained by the Town and that all other open space areas within the development shall be owned and maintained by the HOA.

We agree to this condition.

K - W.

We agree to these boilerplate conditions.

X. Diversify color and texture of the buildings within the subdivision.

CVR is willing to diversify the color of buildings within the subdivision. However, diversifying textures within the project will increase the costs-per-building because of a loss of economy of scale associated with constructing multiple buildings at once. The requirement of orchestrating different trades for different cladding for each building is both expensive, onerous and inefficient.

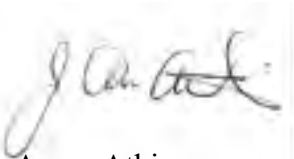
This request is beyond the scope of the Planning Commission. It is the developer’s responsibility to propose a project layout and, in this case, building design. A condition which specifies textures on the buildings is not supported by town ordinance, the Public Works Manual, or the Comprehensive Plan. Final design of buildings in Filing 11 will be subject to review and approval by the Architectural Control Committee (ACC). We believe this request exceeds the standard of evaluating “overall architectural design” and conflicts with responsibilities of the ACC.

As noted, CVR is willing to diversify colors of the buildings, to address concerns for the monochromatic color schemes of the units and at the same time maintain the sense of uniformity that is essential to this development. We agree to diversifying colors, but not textures.

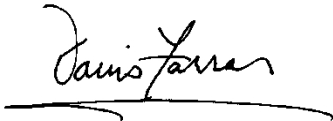
CONCLUSION

Our goal is to build a successful beautiful community that contributes to the character of New Castle and that we all can be proud of. We have demonstrated our willingness to cooperate with the Commission and look forward to finding a successful path forward. We have agreed to comply with the majority of the Commission's requests. However, there are some conditions that if imposed will jeopardize the financial viability of Filing 11. We hope this letter effectively explains our position on the various conditions. We look forward to positively moving to final approval of Filing 11 with a beneficial outcome for New Castle.

Sincerely,



J. Aaron Atkinson
President
CVR Investors, Inc.



Davis Farrar
Planner
Western Slope Consulting, LLC

THE MYLER LAW FIRM, P.C.

A Colorado Professional Corporation

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(970) 927-0456
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DAVID J. MYLER¹

ADMITTED IN CO

211 MIDLAND AVENUE

SUITE 201

BASALT, COLORADO 81621

EMAILS

dmyler@mylerlawpc.com
cvincent@mylerlawpc.com

CHER VINCENT, Paralegal

December 7, 2021

David McConaughy, Esq.
Attorney for the Town of New Castle
c/o Garfield & Hecht, P.C.
901 Grand Avenue, Ste 201
Glenwood Springs, CO 81601

Via email at dmcconaughey@garfieldhecht.com

Re: Filing 11, Castle Valley Ranch

Dear David,

I am writing in response to your suggestion for moving the Filing 11 Application forward as set forth in your email of November 22nd. Please consider the following:

1. Applicable Land Use Code Sections. CVR Investors, Inc. continues to believe that Filing 11 and all future filings should be processed under Titles 13 and 14 as they existed in 2002. This position is not only supported by Paragraph 4 of Ordinance 2002-2 but by Title 17 itself. Section 17.104.020 provides that each new filing within Castle Valley Ranch shall be processed in accordance with the procedures and standards set forth in Titles 13 and 14 and that the Town Council will approval Final Plans and Plats. Nevertheless, in order to conclude the Filing 11 process as expeditiously as possible, Investors will agree to continue utilizing Titles 16 and 17, but reserves the right to revisit the appropriate Titles for future filings.
2. Current Procedural Status of Filing 11 and Next Steps. We propose a modified version of the proposal that you described in your November 22nd email. As explained below, we believe that the next step should be submission of the combined Preliminary/Final PUD Plan and Subdivision Plat that were denied by the Planning Commission pursuant to its Resolution 2020-6.

By way of background, it is clear that Sections 17.100.040 (PUD) and 16.16.010 (Subdivision) authorize the Town Administrator to permit the filing of a combined Preliminary/Final PUD Development Plan ("Plan") and a combined Preliminary/Final

Filing 11 - Castle Valley Ranch

December 7, 2021

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Subdivision Plat ("Plat"). However, the procedures for approval of Plans and Plats only relate to separate Preliminary and Final Plans and Plats. There is no specified procedure for combined applications. If a combined Preliminary/Final Plan and Plat are authorized and filed, it would make sense that they would be processed under the rules applicable to Final Plans and Plats since there are no additional steps and it is clear that the Council is the decision maker when it comes to Final Plans and Plats. Accordingly, the denial of the combined Preliminary/Final Plan and Plat by the PC in June of 2020 (Resolution 2020-6) should have been submitted to the Council as a PC recommendation of denial. The Council would then have final authority to accept the PC's recommendation and deny the combined Plan and Plat or approve them with or without conditions.

The process whereby an applicant may request reconsideration of a denied Preliminary Plan and Plat by the Council only applies to separately filed Applications for Preliminary Plans and Plats. It does not apply to a denial of a combined Preliminary/Final Plan and Plat. We believe that it was a procedural mistake for the PC to submit only the denied Preliminary Plan to the Council. If the Final Plan and Plat procedures apply, both the combined Preliminary/Final Plan and Plat should have been forwarded to the Council for action based upon the PC's recommendation.

As I understand the facts, Investors never amended its Applications or requested that only the denied Preliminary Plan be submitted to the Council by itself. The staff seems to have invented this procedure assuming that the combined Preliminary/Final Plan and Plat were to be processed under the Preliminary Plan and Plat procedures whereby the PC has authority to deny those types of applications. There is, however, no logical or legal support for that position.

Investors proposes that the combined Preliminary/Final Plan and Plat that was denied by the PC be submitted to the Council under Sections 17.100.80 and 16.16.030.G.7 along with the PC's recommendation of denial. Even though the process was flawed, it does not make sense to ignore the PC's recommended conditions. Investors will agree to accept all of the PC's conditions described in PC Resolution 2020-9, except the ones objected to in my letter of November 22, 2021. We will also agree to all of the concessions described in the attachment to that letter and will agree to modify the Final Plat to accommodate the acceptable conditions and concessions. And, of course, we will consider any additional conditions that the Council may want to impose. Review by the Council does not seem to require a public hearing, and we will not need to return to the PC. We also propose that any processing deadlines be waived or tolled since we were not responsible for the procedural error.

3. Vested Right Analysis. It is likely that the primary focus of the next meeting with Council to review the denied Plan and Plat will be the five conditions described in my letter that are not acceptable to Investors. In discussion with Council regarding those conditions, the vested

THE MYLER LAW FIRM, P.C.

Filing 11 - Castle Valley Ranch

December 7, 2021

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rights analysis also set forth in that letter will likely come into play. Accordingly, I would appreciate your thoughts regarding our vested rights position in advance of that discussion.

I look forward to your questions and comments, as well as the opportunity to discuss this proposal with you at your earliest convenience.

Very truly yours,

THE MYLER LAW FIRM, P.C.

By: 

David J. Myler

DJM/cv

cc: John Elmore (via email)
Davis Farrar (via email)

***CASTLE VALLEY RANCH
PLANNING AREA 17***

SUPPLEMENTAL INFORMATION

FEBRUARY 2020

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



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

DEVELOPMENT APPLICATION

Applicant: CVR Investors, Inc. and its assigns	
Address: 5282 Red Pass Way, Castle Rock, CO 80108	Phone: 303-549-1916 FAX: E-mail: aa@hackstafflaw.com
Property Owner: CVR Investors, Inc.	
Address:	Phone: FAX: E-mail:
Contact Person: Aaron Atkinson	
Address:	Phone: FAX: E-mail:
Property Location/Address: Castle Valley Ranch, New Castle, CO	
Legal Description: See Attached	Acres: Text
Existing Zone (Not sure? Click here for help): R and M/U2	
Existing Land Use: Vacant Land	
TYPE(S) OF LAND USE(S) REQUESTED	
<input type="checkbox"/> Pre-Annexation Agreement <input type="checkbox"/> Annexation <input checked="" type="checkbox"/> Subdivision (including Minor and Major Subdivisions, Lot Splits, Sketch Plans, Subdivision Preliminary Plans, Subdivision Final Plans, & Condominiumizations) <input type="checkbox"/> Amended Plat <input checked="" type="checkbox"/> Planned Unit Development (including PUD Sketch Plans, Preliminary PUD Development Plans, PUD Master Plans and Final PUD Development Plans) <input type="checkbox"/> Floodplain Development Permit	<input type="checkbox"/> Lot Line Adjustment or Dissolution <input type="checkbox"/> Site Specific Development Plan/Vested Rights <input type="checkbox"/> Variance <input type="checkbox"/> Zoning <input type="checkbox"/> Zoning Amendment <input type="checkbox"/> Re-zoning <input type="checkbox"/> R-1-HC Identification <input type="checkbox"/> Conditional Use Permit or Special Review Use Permit <input type="checkbox"/> Other <p style="color: red; text-align: center;">*Combined Preliminary/Final Application</p>
This development would create <u>91</u> residences and <u>0</u> square feet of commercial space.	
Applicant must also complete and submit the appropriate checklist for the type of land use requested. Both the applicant and the property owner must sign this application.	
Applicants are encouraged to schedule a pre-application meeting with the Town Administrator and/or Town Consultants prior to submitting this application.	

AGREEMENT TO PAY CONSULTING FEES AND EXPENSES

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

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

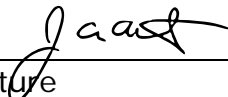
The Town employs outside consultants for engineering, surveying, planning, and legal advice. These consultants bill the Town on an hourly basis as well as for expenses including but not limited to copies, facsimile transmissions, and long distance telephone calls.

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

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

SO AGREED this 10th day of February, 2020.

J. Aaron Atkinson
Applicant (Print Name)


Signature

303-549-1916
Telephone

5282 Red Pass Way, Castle Rock, CO 80108
Mailing Address

CVR Investors, Inc.
Property Owner

Mailing Address If Different From Above

Authorized Representative
Relationship to Applicant or Potential Applicant

Type of application: Subdivision and PUD

Property description: See Attached

CERTIFICATE OF DEDICATION AND OWNERSHIP:

Know all men by these presents that, CVR Investors, Inc., a Colorado Corporation, being sole owner in fee simple of all that real property, described as follows:

A parcel of land situated entirely within Initial Property 1 and Initial Property 2 as described at Reception No.784749, also being located within the W1/2NW1/4 Section 32, and the E1/2NE1/4 Section 31, Township 5 South, Range 90 West of the 6th. Principal Meridian, County of Garfield County, State of Colorado, said parcel being more particularly described as follows:

Beginning at a point on the southerly right-of-way line of Castle Valley Boulevard as recorded at said Reception No. 784749 from whence the West 1/16th Corner of said Section 32 and Section 29, a 3/4" rebar and 2 1/2" aluminum cap stamped P.L.S. 36572 bears N 42°08'36" E, a distance of 1446.48 feet with all bearings contained herein being relative to the assumed bearing of N 27°11'32" W the line between said West 1/16 Corner and the West 1/4 Corner of said Section 29 a Bureau of Land Management monument being a 3.25" Aluminum cap on a 3" diameter aluminum post; thence 21.22 feet along a curve to the left, having a radius of 44.51 feet, a central angle of 27°18'49", the chord of which bears S 42°13'24" W, a distance of 21.02 feet; thence S 28°34'39" W, a distance of 29.99 feet; thence S 22°50'32" W, a distance of 346.80 feet; thence 244.57 feet along a curve to the left, having a radius of 135.00 feet, a central angle of 103°47'49", the chord of which bears S 29°03'22" E a distance of 212.47 feet; thence S 80°57'17" E, a distance of 5.00 feet; thence S 09°02'43" W, a distance of 53.00 feet; thence N 80°57'17" W, a distance of 5.00 feet; thence 34.73 feet along a nontangent curve to the right, having a radius of 188.00 feet, a central angle of 10°35'03", the chord of which bears N 75°39'45" W a distance of 34.68 feet; thence S 02°16'05" W, a distance of 96.65 feet; thence S 70°35'25" W, a distance of 95.30 feet; thence S 84°24'07" W, a distance of 127.87 feet; N 84°46'51" W a distance of 21.15 feet to a point on the West Line of said Initial Property 2 also being the East Line of said Initial Property 1; thence N 84°46'51" W, a distance of 84.98 feet; thence N 00°00'00" E, a distance of 74.92 feet;thence N 83°08'54" W, a distance of 84.73 feet; thence 159.02 feet along a curve to the right, having a radius of 1049.59 feet, a central angle of 8°40'51", the chord of which bears N 78°48'29" W, a distance of 158.87 feet to a point of non-tangency; thence S 15°31'57" W, a distance of 99.69 feet; thence S 83°11'09" W, a distance of 34.74 feet;thence N 53°13'34" W, a distance of 148.60 feet; thence N 36°03'04" W, a distance of 99.26 feet; thence N 15°11'49" W a distance of 186.22 feet; thence N 49°26'09" W a distance of 30.00 feet to a point on the coincidental lines between said Initial Property 1 and Parcel B, as recorded at Reception Number 687288; thence N 40°33'51" E, a distance of 125.49 feet along said coincidental line to the westerly most point of Initial Property 2, thence the following two (2) courses along the coincidental lines of said Parcel B and said Initial Property 2:

N 40°33'51" E, a distance of 283.40 feet

N 55°43'05" E, a distance of 455.98 feet to a point on the coincidental lines of said Castle Valley Boulevard right of way and said Initial Parcel 2; thence along said coincidental line 410.81 feet along a curve to the left, having a radius of 862.01 feet, a central angle of 27°18'20", the chord of which bears S 55°38'49" E, a distance of 406.93 feet to the point of beginning, said parcel containing 13.538 acres (589725 square feet), more or less. Have by these presents laid out, platted and subdivided the same into lots and blocks as shown hereon and designate the same as Castle Valley Ranch Filing 11 in the Town of New Castle, County of Garfield, State of Colorado; and do hereby grant to the Town of New Castle, County of Garfield, Colorado, for public use the streets shown hereon, including avenues, drives, courts, places and alleys, the public lands shown hereon for their indicated public use and the utility and drainage easements shown hereon for utility and drainage purposes only; and so further state that this subdivision shall be subject to the protective covenants filed and recorded for this subdivision in the office of the Clerk and Recorder of Garfield County, Colorado as Document No._____.

EXECUTED this _____ day of _____, A.D. 2020.

Owner CVR Investors, Inc., a Colorado Corporation

STATE OF COLORADO)
COUNTY OF GARFIELD) ss.
TOWN OF NEW CASTLE)

The foregoing dedication was acknowledged before me this ____day of _____, A.D. 2020,

by _____.

My commission expires _____.

WITNESS MY HAND AND SEAL,

Notary Public

Town Council Certificate:

This plat approved by the [Town Council/Planning Commission/Town Administrator] of the Town of New Castle, Garfield County, Colorado, this ____ day of _____, A.D. 2020, for filing with the Clerk and Recorder of Garfield County and for conveyance to the Town of the public dedications shown hereon, subject to the provision that approval in no way obligates the Town of New Castle for financing or constructing of improvements on land, streets or easements dedicated to the public except as specifically agreed to by the Town Council.

Mayor
Witness my hand and the seal of the Town of New Castle.

Attest:

Town Clerk

Garfield County Land Explorer

Parcel	Physical Address	Owner	Account Num	Mailing Address
21233110002	Not available NEW CASTLE	CVR INVESTORS INC	R043084	5282 RED PASS WAY CASTLE ROCK, CO 80108
212331101001	Not available NEW CASTLE	GARFIELD COUNTY	R380315	108 8TH STREET, SUITE 213 GLENWOOD SPRINGS, CO 81601-3363
212331101002	Not available NEW CASTLE	GELINEAU, TERI N	R380030	714 BENNETT AVENUE GLENWOOD SPRINGS, CO 81601
212331101005	644 E MAIN ST NEW CASTLE	GELINEAU, TERI N	R380200	714 BENNETT AVENUE GLENWOOD SPRINGS, CO 81601
212331101006	Not available NEW CASTLE	MCCULLOUGH, ROBERT B	R380061	696 E MAIN STREET NEW CASTLE, CO 81647
212331101007	640 E MAIN ST NEW CASTLE	ROBERTS, CALVIN D & PATRICIA A	R380062	1655 COUNTY ROAD 247 NEW CASTLE, CO 81647
212331102010	Not available NEW CASTLE	CALLIES, STANLEY & CHASTAN, MARIAH	R380271	116 NORTH D AVENUE NEW CASTLE, CO 81647
212331102012	116 N D AVE NEW CASTLE	CALLIES, STANLEY & CHASTAN, MARIAH	R380178	116 NORTH D AVENUE NEW CASTLE, CO 81647
212331102014	586 E MAIN ST NEW CASTLE	JERKUNICA PROPERTIES LLC	R082588	0262 S BILL CREEK ROAD CARBONDALE, CO 81623
212331102015	572 E MAIN ST NEW CASTLE	TREVINO, MELINDA J & GABRIEL SR	R082589	572 E MAIN STREET NEW CASTLE, CO 81647
212331162001	16 KIT CARSON PEAK CT NEW CASTLE	WILSON, DANE BRANDON & KENDRA JONES	R042930	16 KIT CARSON PEAK COURT NEW CASTLE, CO 81647
212331162025	538 S WILDHORSE DR NEW CASTLE	NEW CASTLE HOMES LLC	R042954	3768 HIGHWAY 82 #101 GLENWOOD SPRINGS, CO 81601
212331162026	526 S WILDHORSE DR NEW CASTLE	NEW CASTLE HOMES LLC	R042955	3768 HIGHWAY 82 #101 GLENWOOD SPRINGS, CO 81601
212331162027	520 S WILDHORSE DR NEW CASTLE	NEW CASTLE HOMES LLC	R042956	3768 HIGHWAY 82 #101 GLENWOOD SPRINGS, CO 81601
212331162028	510 S WILDHORSE DR NEW CASTLE	FLAHERTY, KENT & CINDY	R042957	510 S WILDHORSE DRIVE NEW CASTLE, CO 81647
212331162029	501 S WILDHORSE DR NEW CASTLE	SHELTON, WAYNE & VIRGINIA	R042958	501 S WILD HORSE DRIVE NEW CASTLE, CO 81647
212331162030	507 S WILD HORSE DR NEW CASTLE	SCHEBERLE, STEVEN W & DENISE L	R042959	507 S WILD HORSE DRIVE NEW CASTLE, CO 81647
212331162031	513 S WILD HORSE DR NEW CASTLE	SCHWENK, THOMAS & KAREN	R042960	513 SOUTH WILDHORSE DRIVE NEW CASTLE, CO 81647
212331162032	519 S WILD HORSE DR NEW CASTLE	KIM, ELIS	R042961	3120 BLAKE AVENUE #D GLENWOOD SPRINGS, CO 81601
212331162033	523 S WILD HORSE DR NEW CASTLE	HERNANDEZ, VICTOR & MARIA	R042962	523 S WILD HORSE DRIVE NEW CASTLE, CO 81647
212331162034	529 S WILD HORSE DR NEW CASTLE	MEEKER, DAVID	R042963	PO BOX 10926 ASPEN, CO 81612
212331162035	533 S WILD HORSE	ORTEGA, OTONIEL & VICTORIA	R042964	533 S WILD HORSE DRIVE

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

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

CVR INVESTORS, INC.

5282 Red Pass Way
Castle Rock, CO 80108
303.549.1916

February 10, 2020

Via Electronic Mail

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

Re: *Application for Combined Preliminary/Final Plat Approval for Filing 11*

Dear Commissioners:

We are tendering our application for combined final/preliminary plat approval in regards to Filing 11 in Castle Valley Ranch. The following outlines our fundamental basis for the application.

As witnessed during the Sketch Plan process in late 2019, our application meets all the objective criteria outlined in section 17.100.090 of the Town Code. The only item from Sketch Plan which Staff identified as less than “Moderate” conformity with the Code involved the question of the uses proposed being within the PUD permitted outright or by special review. (Sketch Plan staff report of 9/9/19 at 5.)

With regard to the uses as being permitted, objectively the uses are permitted by right, as confirmed by Staff: “[i]n both residential and mixed-use zones, townhomes are permitted by right.” (Sketch Plan staff report of 9/9/19 at 5.) As such, it is difficult for us to accept anything less than a “high” level of conformity with that requirement.

While we understand the Town’s interest in being comfortable with the prospect of future commercial development, we have a pending application in which we’ve outlined our position on commercial development, which we incorporate here. In sum, like the Town, we are interested in smart growth in New Castle, and we firmly believe that this filing furthers that goal.

Nevertheless, in response to queries and concerns from both the Planning & Zoning Commission, as well as Town Council, we have made several alterations to our submittals. First, we have widened the southerly sidewalk to 8’ as an east-west trail connector to future development. Further, we have added a bulk of parking spots at the southern border of the parcel for both snow storage as well as to provide residents and

guests with convenient parking which does not unduly restrict traffic flow. Finally, we conducted a community forum at the strong urging of both Town staff and City Council. While there were only three citizen attendees (not including a few Councilmen and staff members), we did address questions and concerns from them and were pleased to do so.

I. NATURE, DESIGN & APPROPRIATENESS OF PROPOSED LAND USE
ARRANGEMENT FOR SIZE & CONFIGURATION OF PROPERTY
INVOLVED

Castle Valley Ranch Filing No. 11 covers an area of Castle Valley Ranch (approximately 13.538 acres). Under the Master Plan, this parcel spans vacant land which is presently zoned for residential use, and also spans vacant land which is zoned as mixed use. Our company has a pending development application to have the entirety of Planning Area 17 (as well as the remainder of this company's holdings in New Castle) designated as "Residential" in the map attached to the Master Plan, which will include a portion of this filing.

Castle Valley Ranch Filing No. 11 will plat only the westerly half of the remaining undeveloped portion of Castle Valley Ranch immediately south of and adjacent to Castle Valley Boulevard.

As the Commission witnessed during the Sketch Plan process for this filing, the Applicant has met all of the objective requirements of the Town of New Castle for this development. Attached hereto are the other materials in compliance with section 16.16.020 and 16.16.030 of the New Castle Town Code.

The proposed development will contain triplex and four-plex structures conceptually similar to the product in Filing 9, which lies immediately north of Castle Valley Boulevard from this parcel. It is anticipated that there will be 27 lots, which will largely be comprised of triplexes with several four-plexes.

Nestled within the center of this development will be a neighborhood park for the enjoyment of the Castle Valley Ranch residents. It will be reached via a public sidewalk and trail system which will connect to the west to an extended existing pedestrian trail bisecting Filings 8 & 11 and reaching Castle Valley Blvd. at the northwest corner of Castle Valle Ranch Filing No. 11. This is the Avenue C trail connection.

Vehicular access to this community will be from a single point of connection, with a divided entry, to Castle Valley Blvd., as depicted on the Final Plat.

All road improvements for Castle Valley Ranch Filing No. 11 are designed to be public and include paved public streets and sidewalks built to localized street standards.

Public water lines will be provided and will connect with an existing water main in Castle Valley Blvd. to the north and existing water mains to the west, serving existing residents in Castle Valley Ranch Filing No. 8. A sanitary sewer main tie-in to be constructed

offsite from Avenue C to Castle Valley Ranch Filing No. 11 will connect these homes to the Town's sewer system. Storm drainage will be handled through the street system and off-site storm sewers leading to two detention ponds to be constructed within the open space south and west of this development and to an area just to the east of the Castle Valley Ranch Filing No. 11 boundary.

This neighborhood meets the standards as set out in Title 16 Subdivisions, Chapter 16.28 Design and Improvements Standards of the Town's code. There are no natural hazards on the property or land with slopes greater than 35%.

Lots will be designed to be compatible with the zone district regulations of SF2 and MF-I within the residential and MU-2 zoned areas of this property.

All homes will be subject to and made a part of the existing Castle Valley PUD Homeowners Association. In addition, these townhomes will be subject to and made a part of a new sub-association unto itself. The covenants of this sub-association will resemble those of the Filing 9 townhomes, and they will be at least as restrictive as the Filing 9 covenants. They will be more tailored to this particular development and will be reduced to writing as development progresses.

II. STATEMENT OF PRESENT OWNERSHIP & LEGAL DESCRIPTION OF ALL LAND WITHIN PLANNED UNIT DEVELOPMENT

All of the land referenced in this application is owned by CVR Investors, Inc., and the legal descriptions of the parcels in question are attached hereto.

III. GENERAL INDICATION OF ANTICIPATED DEVELOPMENT SCHEDULE

The proposed development schedule for Castle Valley Ranch Filing No. 11 will be broken into two phases as depicted on the attached plat. We intend to commence development of Phase 1 as soon as an approved Final Plat for this development can be recorded.

IV. COMPLIANCE WITH COMPREHENSIVE PLAN

As far as the objectives of the New Castle Land Use Plan, this plan affords compatibility with the character of the overall community and enhancement of existing public infrastructure.

The homes and neighborhood we are proposing fit into both Castle Valley Ranch and New Castle, as they are an updated extension of existing neighborhoods. None of the character that exists in Castle Valley Ranch today will be lost.

One of the goals of the Town's Comprehensive Plan is to afford development of a variety of housing types: "[e]nsure a variety and mix of uses that complement the existing New Castle land-use patterns." (Compl. Plan at 33.) Even though the proposed structures of

this subdivision are all multi-family in nature, we believe that this filing meets that objective. This is because the Comprehensive Plan did not limit its scope merely to each proposed filing. For example, in 2009 the Comprehensive Plan states that “The majority of [the 1657 estimated housing units at that time] are single-family residences.” (Comp. P. at 19.) Those multi-family units identified by the Plan in 2009 essentially remain the only multi-family products in the Town to this day. Only 18% of the dwellings in 2009 were multi-family units. Across the map of The Town of New Castle, there has been a need for multi-family development, which is met by our filing.

The Plan seeks to enrich the community at large with a variety of housing types across the entire Town of New Castle. At present, there is a dearth of multi-family offerings in New Castle, and this is a very under-served market for New Castle residents according to the Comprehensive Plan. Our filing squarely meets that longstanding, community need, and promotes community growth. (Goals CG-1 and CG4E, Comp. Plan at 50 and 52.)

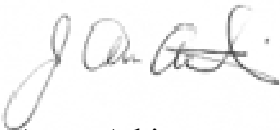
We have also provided for non-motorized access and interconnection between areas of the Town in our filing. (Compl. Plan at 33.) With the vital Avenue C trail connection, we are ensuring the cohesiveness of the entire New Castle community—bridging a geographical gap between the residences of Castle Valley Ranch and Lakota Canyon with the commercial enterprises of downtown New Castle. (Goal RT-1, Comp. Plan at 55.)

The attached plat incorporates open spaces and parks that are also part and parcel of the goals of the Comprehensive Plan (Comp. Plan at 33.) This is commensurate with the goal of providing different land-use categories within the filing: parks/open/space/trails, non-motorized access and large residential areas. (Goals CG-4 and POST-1, Comp. Plan at 52.) And, because irrigation will be accomplished through the use of raw water lines, there is recognition and appreciation for water use and energy conservation. (Goal I-1, Comp. Plan at 54.)

In short, this filing substantially complies with the terms of the Master Plan—even moreso given the market-based changes that we have witnessed since its creation in 2009. We have also exhibited an elevated level of compliance with the conditions in section 17.100.090 of the Town Code.

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

Sincerely,



J. Aaron Atkinson
President
CVR Investors, Inc.



WILL SERVE LETTER

February 6, 2020

CVR Investors Inc
Attn: Aaron Atkinson
1038 Country Club Estates Dr
Castle Rock, CO 80108

Re: Multi family units-Eagle Ridge Dr, Castle Valley Ranch Subdivision, New Castle

Dear Mr. Atkinson,

This letter is to confirm that Xcel Energy is your utility provider for natural gas and electrical service. In accordance with our tariffs, on file with and approved by the Colorado Public Utilities Commission, gas and electric facilities can be made available to serve the project at multi-family units Eagle Ridge Dr, Castle Valley Ranch Subdivision, New Castle.

Your utility service(s) will be provided after the following steps are completed:

- ***Application submitted to Public Service's "Builders Call Line (BCL)"*** – once your application is accepted you will be assigned a design department representative who will be your primary point of contact
- ***Utility design is completed*** – you must provide your design representative with the site plan, the one line diagrams, and panel schedules for electric and gas loads if applicable
- ***All documents provided by design representative are signed and returned***
- ***Payment is received***
- ***Required easements are granted*** - you must sign and return applicable easement documents to your Right-of-Way agent
- ***Site is ready for utility construction***

A scheduled in-service date will be provided once these requirements have been met.

It is important to keep in mind that the terms and conditions of utility service, per our tariffs, require that you provide adequate space and an easement on your property for all gas and electric facilities required to serve your project, including but not limited to gas and electrical lines and meters, transformers, and pedestals. General guidelines for these requirements can be found at [Site Requirements. https://www.xcelenergy.com/staticfiles/xe-responsive/Admin/Managed Documents & PDFs/Xcel-Energy-Standard-For-Electric-Installation-and-Use.pdf](https://www.xcelenergy.com/staticfiles/xe-responsive/Admin/Managed Documents & PDFs/Xcel-Energy-Standard-For-Electric-Installation-and-Use.pdf) Easement requirements can be found at [Utility Design and Layout](#).

Xcel Energy looks forward to working with you on your project and if I can be of further assistance, please contact me at the phone number or email listed below.

Sincerely,

Samantha Wakefield
Xcel Energy Planner

Mailing address: Public Service Company of Colorado
1995 Howard Ave
Rifle, CO 81650



**Land Title Guarantee Company
Customer Distribution**



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

Order Number: **ABS63014515**

Date: **01/10/2020**

Property Address: **TBD NEW CASTLE, NEW CASTLE, CO 81647**

PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS

For Closing Assistance

For Title Assistance

Melissa Schroder
5975 GREENWOOD PLAZA BLVD
GREENWOOD VILLAGE, CO 80111
(303) 270-0438 (Work)
mschroder@ltgc.com

Seller/Owner

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



Land Title Guarantee Company
Estimate of Title Fees

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

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

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

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

Chain of Title Documents:

[Garfield county recorded 04/15/2010 under reception no. 784749](#)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABS63014515

Property Address:

TBD NEW CASTLE, NEW CASTLE, CO 81647

1. Effective Date:

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

2. Policy to be Issued and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

A BUYER TO BE DETERMINED

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

A Fee Simple

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

CVR INVESTORS, INC., A COLORADO CORPORATION

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

PARCEL A:

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

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

THENCE S29° 45' 20" W 2647.04 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, P.U.D. AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED AUGUST 10, 1983 UNDER RECEPTION NO. [344590](#), THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES:

1. N 89° 50' 34" W 450.00 FEET;

2. N 00° 09' 26" E 75.00 FEET;

3, N 89° 50' 34" W 275.00 FEET;

4, N 000 09' 26" € 150.00 FEET;

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

THENCE ALONG SAID SOUTHERLY BOUNDARY LINE N 40° 33' 51" E 273.86 FEET;

THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE N 89° 56' 25" E 552.43 FEET;

THENCE S 00° 0500" E 983,59 FEET TO THE POINT OF BEGINNING. COUNTY OF GARFIELD STATE OF COLORADO.

PARCEL B:

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

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABS63014515

SET IN PLACE; THENCE S 01° 19' 34" E 1570.62 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF LINE CASTLE VALLEY BOULEVARD, AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED JANUARY 9, 2001 UNDER RECEPTION NO. [574735](#), ALSO BEING A POINT ON THE EASTERLY BOUNDARY LINE OF CASTLE VALLEY RANCH PUD AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED AUGUST 10, 1983 UNDER RECEPTION NO. [344590](#) THE TRUE POINT OF BEGINNING;

THENCE DEPARTING SAD RIGHT OF WAYS 01° 19' 34" E AND ALONG SAID EASTERLY BOUNDARY LINE 1066.16 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID CASTLE VALLEY RANCH, P.U.D.;

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

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

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

THENCE S 89° 56' 25" W 552.43 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, PA19A AND PA19B AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED NOVEMBER 29, 2005 UNDER RECEPTION NO. [687288](#);

THENCE N 40° 33' 51" E ALONG SAID EASTERLY BOUNDARY LINE 283.40 FEET;

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

THENCE DEPARTING SAD EASTERLY BOUNDARY LINE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 862.01 FEET; AN ARC LENGTH OF 591.51 FEET (CHORD BEARS S61° 39' 09" E 579.98 FEET);

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

1. S 81° 18' 39" E 261.25 FEET;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 719.98 FEET, AN ARC LENGTH OF 342.58 FEET (CHORD BEARS S 67° 40' 47" E 339.36 FEET);
3. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 115.42 FEET, AN ARC LENGTH OF 19.02 FEET (CHORD BEARS S 14° 30' 47" E 19.00 FEET);
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 82.00 FEET, AN ARC LENGTH OF 110.68 FEET (CHORD BEARS S 48° 27' 33" E 102.47 FEET);
5. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 115.42 FEET, AN ARC LENGTH OF 20.06 FEET (CHORD BEARS S 82° 08' 49" E 20.03 FEET);
6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 719.98 FEET, AN ARC LENGTH OF 57.30 FEET (CHORD BEARS S 41° 01' 02" E 57.29 FEET);
7. S 38° 44' 14" E 193.94 FEET TO THE POINT OF BEGINNING. COUNTY OF GARFIELD STATE OF COLORADO.

PARCEL C:

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

COMMENCING AT THE 1/4 CORNER BETWEEN SAD SECTIONS 29 AND 30, A BLM BRASS CAP IN PLACE; THENCE S 27° 20' 37" E 2941.40 FEET TO A POINT ON THE WESTERLY LINE OF LAKOTA CANYON RANCH, FIRST AMENDED PLAT FLING NO. 1 AS FILED WITH THE GARFIELD COUNTY CLERK AND

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: ABS63014515

RECORDER'S OFFICE RECORDED JULY 18, 2003 UNDER RECEPTION NO. [632116](#), THE TRUE POINT OF BEGINNING;

THENCE DEPARTING SAID WESTERLY LINE S 90° 00' 00" W 34.26 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET; AN ARC LENGTH OF 123.32 FEET, CHORD BEARS S 78° 13' 25" W 122.46 FEET;

THENCE S66° 26' 50" W 88.64 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 180.86 FEET, CHORD BEARS S83° 43' 05" W 178.13 FEET;

THENCE N 79° 00' 40" W 277.49 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 273.25 FEET, CHORD BEARS N 52° 55' 05" W 263.90 FEET;

THENCE N 26° 49' 30" W 358.53 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET; AN ARC LENGTH OF 218.29 FEET, CHORD BEARS N 62° 33' 33" W 204.41 FEET;

THENCE S 81° 42' 24" W 142.08 FEET;

THENCE S 08° 42' 12" E 51.58 FEET;

THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 855.84 FEET, AN ARC LENGTH OF 209.29 FEET, CHORD BEARS S 15° 42' 32" E 208.77 FEET;

THENCE S 65° 53' 03" W 97.34 FEET;

THENCE S 81° 23' 34" W 266.32 FEET;

THENCE S 51° 51' 16" W 126.84 FEET;

THENCE S 36° 47' 12" W 88.30 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CASTLE VALLEY BOULEVARD AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDERS OFFICE RECORDED JANUARY 9, 2001 UNDEER RECEPTION NO. [574735](#);

THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING NINE (9) COURSES:

1. S 34° 40' 33" E 927.02 FEET;

2. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 762.01 FEET, AN ARC LENGTH OF 620.22 FEET, CHORD BEARS S 57° 59' 36" E 603.25 FEET;

3. S 81° 18' 39" E 261.25 FEET;

4. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 819.98 FEET, AN ARC LENGTH OF 395.62 FEET, CHORD BEARS S 67° 29' 21" E 391.79 FEET;

5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 140.42 FEET, AN ARC LENGTH OF 11.84 FEET, CHORD BEARS N 87° 15' 43" E 11.84 FEET;

6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 86.00 FEET, AN ARC LENGTH OF 136.02 FEET; CHORD BEARS S 49° 50' 45" E 122.28 FEET;

7. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 170.42 FEET, AN ARC LENGTH OF 16.26 FEET, CHORD BEARS S 07° 16' 18" E 16.26 FEET;

8. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 819.98 FEET, AN ARC LENGTH OF 70.54 FEET, CHORD BEARS S 41° 12' 06" E 70.52 FEET;

9. S 38° 44' 14" E 63.19 FEET TO A POINT ON SAID WESTERLY LINE OF LAKOTA CANYON RANCH, FIRST AMENDED PLAT FILING NO. 1 AS FLED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE RECORDED JULY 18, 2003 UNDER RECEPTION NO. [632116](#) UNDER RECEPTION NO. [632116](#);

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

1. N 01° 19' 33" W 284.64 FEET;

2. N 00° 50' 46" W 298.08 FEET;

3. N 01° 24' 24" W 405.00 FEET;

4, N 01° 13' 24" W 135.00 FEET;

5. N 03° 05' 23" E 23.82 FEET;

6, N 01° 46' 46" W 247.13 FEET;

7. S 88° 47' 17" W 2.05 FEET;

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8. N 01° 19' 33" W 12.43 FEET TO THE WEST 1/16 CORNER OF SECTIONS 29 AND 32 A REBAR AND ALUMINUM CAP LS NO. 36572 IN PLACE:

9. N 00° 55' 44" W 17.57 FEET TO THE POINT OF BEGINNING. COUNTY OF GARFIELD STATE OF COLORADO.

PARCEL D:

A PARCEL OF LAND LOCATED ENTIRELY WITHIN THAT PARCEL DESCRIBED BY THE WARRANTY DEED RECORDED MARCH 9, 2006 UNDER RECEPTION NO. [693683](#) SITUATE IN THE SW 1/4 OF SECTION 29, SE 1/4 OF SECTION 30, AND NW 1/4 OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE 6TH P.M., GARFIELD COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHENCE A BLM BRASS CAP IN PLACE AT THE 1/4 CORNER OF SAID SECTIONS 29 AND 30 BEARS N 53° 08' 04" W A DISTANCE OF 1655.92 FEET WITH ALL BEARING RELATIVE TO N 89° 36' 48" E THE LINE BETWEEN FOUND MONUMENTS FOR SAID W 1/4 CORNER SECTION 29 AND A REBAR AND CAP STAMPED LS 13174 THE NORTHEAST CORNER OF SAID OPTION PARCEL;

THENCE S 00° 55' 44" E ALONG THE WEST LINE OF PARCEL A-1 AS DEPICTED ON THE PLAT; THE AMENDED AND RESTATED SUBDIVISION EXCLUSION/EXEMPTION OF LAKOTA CANYON RANCH AS RECORDED JULY 18, 2003 UNDER RECEPTION NO. [632118](#) A DISTANCE OF 1124.50 FEET TO A POINT ON THE WEST LINE OF BLOCK F AS DEPICTED ON THE PLAT; FIRST AMENDED AND RESTATED FINAL SUBDIVISION PLAT OF LAKOTA CANYON RANCH FILING 1 AS RECORDED JULY 18, 2003 UNDER RECEPTION NO. [632116](#);

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

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

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

1. S 90° 00' 00" W A DISTANCE OF 34.26 FEET;
2. THENCE 123.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 23° 33' 09" AND A SUBTENDING CHORD BEARING S 78° 13' 26" W A DISTANCE OF 122.45 FEET;
3. THENCE S 66° 26' 50" W A DISTANCE OF 88.64 FEET;
4. THENCE 180.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 34° 32' 30" AND A SUBTENDING CHORD BEARING S 83° 43' 05" W A DISTANCE OF 178.13 FEET;
5. THENCE N 79° 00' 40" W A DISTANCE 277.49 FEET;
6. THENCE 273.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 52° 11' 11" AND A SUBTENDING CHORD BEARING N 52° 55' 05" W A DISTANCE OF 263.90 FEET;
7. THENCE N 26° 49' 30" W A DISTANCE OF 358.53 FEET;
8. THENCE 218.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 71° 28' 06" AND SUBTENDING CHORD BEARING N 62° 33' 33" W A DISTANCE OF 204.41 FEET;
9. THENCE S 81° 42' 24" W DISTANCES OF 104.99 FEET TO A POINT ON THE EAST LINE OF THE NORTH

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WILD HORSE DRIVE RIGHT OF WAY AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED SEPTEMBER 25, 2007 UNDER RECEPTION NO. [733780](#);
THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID NORTH WILD HORSE DRIVE;
1. N 08° 42' 12" W A DISTANCE OF 17.22 FEET;
2. THENCE 390.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 668.49 FEET, A CENTRAL ANGLE OF 33° 30' 34" AND A SUBTENDING CHORD BEARING N 08° 03' 05" E A DISTANCE OF 385.42 FEET;
3. THENCE 228.11 FEET ALONG THE ARC OF A REVERSE CURVE HAVING A RADIUS OF 491.25 FEET, A CENTRAL ANGLE OF 26° 36' 20" AND SUBTENDING CHORD BEARING N 11° 30' 11" E A DISTANCE OF 226.07 FEET TO A POINT OF NON-TANGENCY;
THENCE 103.99 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 23° 50' 00" AND A SUBTENDING CHORD BEARING S 79° 12' 35" E A DISTANCE OF 103.24 FEET;
THENCE S 67° 17' 36" E A DISTANCE OF 131.42 FEET;
THENCE S 30° 00' 58" W A DISTANCE OF 50.41 FEET;
THENCE S 18° 54' 59" W A DISTANCE OF 221.52 FEET;
THENCE S 16° 07' 55" W A DISTANCE OF 50.00 FEET;
THENCE 104.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 6° 08' 55" AND A SUBTENDING CHORD BEARING S 11° 34' 51" W A DISTANCE OF 104.04 FEET TO A POINT OF NON-TANGENCY;
THENCE S 71° 43' 03" E A DISTANCE OF 57.57 FEET;
THENCE S 63° 30' 38" E A DISTANCE OF 55.33 FEET;
THENCE S 56° 40' 07" E A DISTANCE OF 55.13 FEET;
THENCE S 44° 48' 48" E A DISTANCE OF 174.82 FEET TO A POINT OF NON-TANGENCY;
THENCE 30.23 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 6° 17' 51" AND A SUBTENDING CHORD BEARING N 42° 06' 34" E A DISTANCE OF 30,21 FEET;
THENCE S 51° 02' 22" E A DISTANCE OF 247.25 FEET TO A POINT OF NON-TANGENCY;
THENCE 102.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 481.00 FEET, A CENTRAL ANGLE OF 12° 15' 34" AND SUBTENDING CHORD BEARING N 54° 54' 14" E A DISTANCE OF 102.72 FEET;
THENCE 122.69 FEET ALONG THE ARC OF A REVERSE CURVE HAVING A RADIUS OF 219.00 FEET, A CENTRAL ANGLE OF 32° 05' 53" AND A SUBTENDING CHORD BEARING N 44° 59' 05" E A DISTANCE OF 121.09 FEET;
THENCE N 28° 56' 08" E A DISTANCE OF 541.68 FEET;
THENCE N 14° 00' 12" E A DISTANCE OF 22.45 FEET; T
HENCE N 00° 55' 44" W A DISTANCE OF 289.40 FEET;
THENCE N 32° 41' 48" W A DISTANCE OF 88.46 FEET;
THENCE N 00° 02' 34" W A DISTANCE OF 167,50 FEET;
THENCE N 54° 50' 38" E A DISTANCE OF 173.10 FEET;
THENCE S 89° 54' 27" E A DISTANCE OF 116.87 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD, STATE OF COLORADO.

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

LOTS 1 THROUGH 19 AND OPEN SPACE,
CASTLE VALLEY RANCH SUBDIVISION PA12, FILING 9,
TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO, ACCORDING TO THE PLAT THEREOF RECORDED SEPTEMBER 25, 2007 UNDER RECEPTION NO. [733785](#).

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AND

LOTS 1 THROUGH 17,
CASTLE VALLEY RANCH SUBDIVISION PA13, FILING NO. 10,
TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO, ACCORDING TO THE PLAT
THEREOF RECORDED DECEMBER 28, 2011 UNDER RECEPTION NO. [812500](#).

AND

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

AND:

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

AND:

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

AND

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

AND

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

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ALTA COMMITMENT

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Schedule B, Part I

(Requirements)

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All of the following Requirements must be met:

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

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

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

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

1. RELEASE OF DEED OF TRUST DATED JANUARY 03, 2018 FROM CVR INVESTORS, INC., A COLORADO CORPORATION TO THE PUBLIC TRUSTEE OF GARFIELD COUNTY FOR THE USE OF ANB BANK TO SECURE THE SUM OF \$2,500,000.00 RECORDED JANUARY 03, 2018, UNDER RECEPTION NO. [901825](#). SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED JANUARY 03, 2018, UNDER RECEPTION NO. [901826](#).
2. WARRANTY DEED FROM CVR INVESTORS, INC., A COLORADO CORPORATION TO A BUYER TO BE DETERMINED CONVEYING SUBJECT PROPERTY.

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

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

- 1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
- 2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
- 3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
- 4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
- 5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.**
- 6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.**
- 7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
- 8. EXISTING LEASES AND TENANCIES, IF ANY.**
- 9. MAP AND STATEMENT OF THE CONTENTION DITCH RECORDED MARCH 4, 1884 IN BOOK 9 AT PAGE [127](#)**
- 10. RIGHT OF PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED AS FOLLOWS:

FEBRUARY 17, 1896 IN BOOK 12 AT PAGE [407](#) AND NOVEMBER 28, 1941 IN BOOK 73 AT PAGE [213](#)**
- 11. RIGHT OF WAY FOR A ROAD AS CONVEYED TO THE TOWN OF NEW CASTLE AS DESCRIBED IN INSTRUMENT RECORDED JUNE 14, 1898 UNDER RECEPTION NO. [21051](#).**
- 12. RIGHT OF WAY FOR ROAD PURPOSES AS CONVEYED TO THE TOWN OF NEW CASTLE RECORDED JUNE 24, 1898 UNDER RECEPTION NO. [21072](#).**
- 13. MAP AND STATEMENT OF THE RED ROCK DITCH RECORDED OCTOBER 19, 1901 UNDER RECEPTION NO. [24337](#)**

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14. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED NOVEMBER 28, 1941, IN BOOK 73 AT PAGE [213](#).
15. AN UNDIVIDED ONE-HALD INTEREST IN ALL OIL, GAS AND OTHER MINERALS AS DESCRIBED IN INSTRUMENT RECORDED MARCH 25, 1980 IN BOOK 545 AT PAGE [681](#) ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN
16. AN UNDIVIDED ONE-HALF INTEREST OF ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN INSTRUMENT RECORDED JULY 14, 1964 IN BOOK 359 AT PAGE [328](#) ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN
17. AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN INSTRUMENT RECORDED MARCH 13, 1964 IN BOOK 356 AT PAGE [319](#) ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN
18. TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF WAY AS RESERVED IN PATENTS RECORDED FEBRUARY 17, 1896 IN BOOK 12 AT PAGE [407](#).
19. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED JANUARY 07, 1982 IN BOOK 590 AT PAGE [65](#).
20. MATTERS AS SHOWN ON THE MAP OF CASTLE VALLEY RANCH RECORDED AUGUST 10, 1983 UNDER RECEPTION NO. [344590](#) AS AMENDED BY AMENDED ANNEXATION AGREEMENT RECORDED MAY 30, 1989 IN BOOK 755 AT PAGE [38](#).
21. TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED AUGUST 10, 1983 IN BOOK 632 AT PAGE [542](#), FIRST AMENDMENT TO ANNEXATION AGREEMENT RECORDED DECEMBER 31, 1984 IN BOOK 662 AT PAGE [243](#) AND AMENDED ANNEXATION AGREEMENT RECORDED MAY 30, 1989 IN BOOK 755 AT PAGE [38](#).
22. TERMS, CONDITIONS AND PROVISIONS OF SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED AUGUST 15, 1983 IN BOOK 632 AT PAGE [951](#), AND AMENDMENT RECORDED MAY 30, 1989 IN BOOK 755 AT PAGE [62](#).
23. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED AUGUST 15, 1983, IN BOOK 632 AT PAGE [961](#).
24. TERMS, CONDITIONS AND PROVISIONS OF SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED AUGUST 03, 1984 IN BOOK 654 AT PAGE [55](#).
25. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 99-8 RECORDED JUNE 08, 1999 IN BOOK 1133 AT PAGE [632](#).
26. TERMS, CONDITIONS AND PROVISIONS OF DEED OF EASEMENT RECORDED DECEMBER 21, 1999 IN BOOK 1165 AT PAGE [966](#).

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27. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANT OR RESTRICTION BASED ON RACE, COLOR, RELIGION, SEX, HANDICAP, FAMILIAL STATUS OR NATIONAL ORIGIN UNLESS AND ONLY TO THE EXTENT THAT SAID COVENANT (A) IS EXEMPT UNDER CHAPTER 42, SECTION 3607 OF THE UNITED STATES CODE OR (B) RELATES TO HANDICAP BUT DOES NOT DISCRIMINATE AGAINST HANDICAPPED PERSONS, AS CONTAINED IN INSTRUMENT RECORDED AUGUST 15, 1983, IN BOOK 632 AT PAGE [961](#) AND AS AMENDED IN INSTRUMENT RECORDED FEBRUARY 08, 1996, IN BOOK 966 AT PAGE [679](#) AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 06, 2000, IN BOOK 1216 AT PAGE [205](#), AND SUPPLEMENTED NOVEMBER 29, 2000 IN BOOK 1219 AT PAGE [640](#) AND AS AMENDED IN INSTRUMENT RECORDED APRIL 26, 2002, IN BOOK 1350 AT PAGE [64](#), AND AMENDED IN INSTRUMENT RECORDED JUNE 24, 2003 IN BOOK 1484 AT PAGE [125](#), AND AMENDED IN INSTRUMENT RECORDED OCTOBER 22, 2004 IN BOOK 1633 AT PAGE [210](#).

ASSIGNMENT OF MASTER DECLARANT RIGHTS - CASTLE VALLEY RECORDED OCTOBER 23, 2009 UNDER RECEPTION NO. [776775](#).

ASSIGNMENT OF DECLARANT RIGHTS RECORDED APRIL 15, 2010 UNDER RECEPTION NO. [784754](#).

28. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO. 2002-2 RECORDED APRIL 26, 2002 IN BOOK 1349 AT PAGE [946](#).
29. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 09, 2006 IN BOOK 1778 AT PAGE [689](#).
30. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 09, 2006, IN BOOK 1778 AT PAGE [709](#).
31. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 09, 2006, IN BOOK 1778 AT PAGE [731](#).

ASSIGNMENT REGARDING DEVELOPMENT AGREEMENT RECORDED APRIL 17, 2008 UNDER RECEPTION NO. [746712](#).

32. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 16, 2006 IN BOOK 1780 AT PAGE [501](#).

AGREEMENT REGARDING TOWN AGREEMENTS RECORDED APRIL 17, 2008 UNDER RECEPTION NO. [746713](#).

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33. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE #2006-11 RECORDED AUGUST 08, 2006 IN BOOK 1829 AT PAGE [736](#).
34. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN DEED OF EASEMENT RECORDED MARCH 15, 2007 UNDER RECEPTION NO. [719068](#).
35. TERMS, CONDITIONS AND PROVISIONS OF WATER RIGHTS AGREEMENT RECORDED APRIL 17, 2007 IN BOOK 1915 AT PAGE [902](#).
36. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT REGARDING TOWN AGREEMENTS RECORDED APRIL 17, 2007 UNDER RECEPTION NO. [721296](#).
37. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED APRIL 17, 2007, IN BOOK 1915 AT PAGE [960](#).
38. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT REGARDING GRANT OF EASEMENT RECORDED APRIL 17, 2007 IN BOOK 1915 AT PAGE [975](#).
39. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT REGARDING SILVERADO TRAIL RECORDED APRIL 17, 2007 IN BOOK 1915 AT PAGE [987](#).
40. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED APRIL 17, 2007 IN BOOK 1915 AT PAGE [997](#).
41. TERMS, CONDITIONS AND PROVISIONS OF GRADING AGREEMENT RECORDED APRIL 17, 2007 IN BOOK 1916 AT PAGE [1](#).
42. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CONSTRUCTION DEED OF TRUST, SECURITY AGREEMENT AND FIXTURE FILING WITH ASSIGNMENT OF RENT, PROCEEDS AND AGREEMENTS RECORDED APRIL 17, 2007 UNDER RECEPTION NO. [721304](#) AND AGREEMENT REGARDING PRIORITY RECORDED APRIL 17, 2008 UNDER RECEPTION NO. [746717](#).
43. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DECLARATION AND ASSIGNMENT OF RESTRICTIVE COVENANTS RECORDED APRIL 17, 2008 UNDER RECEPTION NO. [746714](#).
44. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ASSIGNMENT OF DECLARANT RIGHTS UNDER SECOND AMENDMENT TO THE DECLARANT RIGHTS UNDER SECOND AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR CASTLE VALLEY RANCH, PLANNED UNIT DEVELOPMENT, AS AMENDED AND SUPPLEMENTED RECORDED APRIL 17, 2008 UNDER RECEPTION NO. [746715](#).
45. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT AGREEMENT RECORDED APRIL 17, 2008 UNDER RECEPTION NO. [746716](#).

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46. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MAY 23, 2008, UNDER RECEPTION NO. [749007](#).

ASSIGNMENT OF MASTER DECLARANT RIGHTS - CASTLE VALLEY RECORDED OCTOBER 23, 2009 UNDER RECEPTION NO. [776774](#).

ASSIGNMENT OF DECLARANT RIGHTS RECORDED APRIL 15, 2010 UNDER RECEPTION NO. [784755](#).
47. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF FIRST AMENDED AND RESTATED GAS GATHERING AGREEMENT RECORDED JULY 29, 2008 UNDER RECEPTION NO. [753222](#).
48. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ASSIGNMENT OF DEVELOPMENT RIGHTS RECORDED APRIL 15, 2010 UNDER RECEPTION NO. [784753](#).
49. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ASSIGNMENT OF CONTRACTS, WARRANTIES, PERMITS AN INTANGIBLE PROPERTY RECORDED APRIL 15, 2010 UNDER RECEPTION NO. [784752](#).
50. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTIONS RECORDED JULY 28, 2011 UNDER RECEPTION NO. [805834](#), [805836](#) AND [805837](#).
51. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN AGREEMENT RECORDED MAY 17, 2012 UNDER RECEPTION NO. [818838](#).
52. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION RECORDED AUGUST 01, 2013 UNDER RECEPTION NO. [838800](#).



LAND TITLE GUARANTEE COMPANY DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

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

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

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

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

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

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

Note: Pursuant to CRS 10-11-123, notice is hereby given:

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

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

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

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



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

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

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

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

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

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

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

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

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

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



Commitment For Title Insurance

Issued by Old Republic National Title Insurance Corporation

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.

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

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

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

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

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

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

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

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

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



Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By  President
Attest  Secretary

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

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Engineer's Opinion of Probable Cost
Subdivison Improvements Agreement

Project Castle Valley Ranch PA 17 - Phase 1
Owner CVR Investors

SGM Project Engineer Dan Cokley, P.E.
 2/11/2020

Item No.	Description	Quantity	Unit	Unit Price	Total
1	Mobilization	1	LS	\$ 30,000.00	\$ 30,000.00
2	Clearing & Grubbing	1	LS	\$ 5,000.00	\$ 5,000.00
3	Topsoil Removal & Placement	12000	CY	\$ 2.00	\$ 24,000.00
4	Unclassified Excavation	139400	CY	\$ 1.00	\$ 139,400.00
5	Embankment Material	138600	CY	\$ 2.00	\$ 277,200.00
6	Saw Cutting Existing Asphalt	650	LF	\$ 1.50	\$ 975.00
7	Roadway Hot Mix Asphalt	815	Ton	\$ 120.00	\$ 97,769.70
8	Roadway Aggregate Base Course, Class 6	1508	Ton	\$ 35.00	\$ 52,764.60
9	Castle Valley Blvd. Widening, HMA	154	Ton	\$ 130.00	\$ 20,081.43
10	Castle Valley Blvd. Widening, ABC Class 6	281	Ton	\$ 35.00	\$ 9,823.45
11	Castle Valley Blvd. Widening, ABC Class 2	468	Ton	\$ 30.00	\$ 14,033.50
12	C Avenue (Off-site Sewer), HMA	176	Ton	\$ 130.00	\$ 22,932.00
13	C Avenue (Off-site Sewer), ABC, Class 6	337	Ton	\$ 35.00	\$ 11,781.00
14	Trail, HMA	239	Ton	\$ 120.00	\$ 28,665.00
15	Trail, ABC, Class 6	453	Ton	\$ 35.00	\$ 15,865.08
16	Trail, Separation Fabric	1444	SY	\$ 3.50	\$ 5,055.56
17	Riprap	90	SY	\$ 150.00	\$ 13,508.33
18	4" SCH. 40 PVC Irrigation Line & Appurtenances	1700	Each	\$ 20.00	\$ 34,000.00
19	Irrigation Service	32	LF	\$ 500.00	\$ 16,000.00
20	8" ADS-N12 Culvert	75	LF	\$ 40.00	\$ 3,000.00
21	15" ADS-N12 Culvert	20	LF	\$ 50.00	\$ 1,000.00
22	18" ADS-N12 Culvert	243	LF	\$ 55.00	\$ 13,365.00
23	24" ADS-N12 Culvert	130	LF	\$ 65.00	\$ 8,450.00
24	30" ADS-N12 Culvert	32	LF	\$ 75.00	\$ 2,400.00
25	15" Steel Culvert Flared End Sections	2	Each	\$ 250.00	\$ 500.00
26	24" SteelCulvert Flared End Sections	1	Each	\$ 350.00	\$ 350.00
27	30" Steel Culvert Flared End Sections	1	Each	\$ 400.00	\$ 400.00
28	Drain Inlet, Type 1	2	Each	\$ 2,500.00	\$ 5,000.00
29	Double Drain Inlet, Type 1	2	Each	\$ 4,000.00	\$ 8,000.00
30	Drain Inlet, Type 2	1	Each	\$ 2,500.00	\$ 2,500.00
31	Adjust Pond Outlet Structure (west)	1	Each	\$ 3,000.00	\$ 3,000.00
32	Drainage Swale	40	LF	\$ 10.00	\$ 400.00
33	Erosion Control	1	LS	\$ 15,000.00	\$ 15,000.00
34	Concrete Curb Inc. Class 6	286	LF	\$ 20.00	\$ 5,720.00
35	Concrete Curb & Gutter Inc. Class 6	1910	LF	\$ 22.50	\$ 42,975.00
36	Sidewalk Concrete Flatwork (5") Inc. Class 6	1060.6	SY	\$ 65.00	\$ 68,936.11
37	Valley Pan Concrete Flatwork (6") Inc. Class 6	64.7	SY	\$ 85.00	\$ 5,496.67
38	Curb Ramps (6") Inc. Class 6	729.0	SF	\$ 22.50	\$ 16,402.50
39	Signs	14	Each	\$ 250.00	\$ 3,500.00
40	Streetlights	4	Each	\$ 2,000.00	\$ 8,000.00
41	Miscellaneous Utility Sleeves (3" SCH. 80 PVC)	480	LF	\$ 5.00	\$ 2,400.00
42	8" PVC C-900 Class 200 Water Main	1805	LF	\$ 65.00	\$ 117,325.00
43	8" Gate Valves	12	Each	\$ 1,250.00	\$ 15,000.00
44	8" Fittings	17	Each	\$ 500.00	\$ 8,500.00
45	Fire Hydrant Assembly	3	Each	\$ 5,500.00	\$ 16,500.00
46	Waterline Connection	2	Each	\$ 3,500.00	\$ 7,000.00
47	Waterline Insulation	4	Each	\$ 500.00	\$ 2,000.00
48	1" Water Service Lines	34	Each	\$ 1,500.00	\$ 51,000.00
49	Waterline Blowoff	1	Each	\$ 1,500.00	\$ 1,500.00
50	Air Release Valve	1	Each	\$ 5,000.00	\$ 5,000.00
51	8" PVC SDR 35 Sewer Main	2473	LF	\$ 65.00	\$ 160,745.00
52	4" PVC SDR 35 Sewer Service	36	Each	\$ 1,500.00	\$ 54,000.00
53	48" Concrete Manhole	17	Each	\$ 4,250.00	\$ 72,250.00
54	Sewerline Connection	1	Each	\$ 2,500.00	\$ 2,500.00
55	Sewer/Water Line Crossings	5	Each	\$ 1,000.00	\$ 5,000.00
56	Combined Utility Trench	1700	LF	\$ 20.00	\$ 34,000.00
57	Construction Surveying	1	LS	\$ 30,000.00	\$ 30,000.00
58	Striping- including thermoplastic cross-walks	1	LS	\$ 15,000.00	\$ 15,000.00
Infrastructure Total					\$1,632,970
10% Contingency					\$163,296.99
Infrastructure Total + Contingency					\$1,796,266.91
Landscaping and Irrigation					\$162,000.00
Grand Total					\$1,958,266.91

Town of New Castle

Castle Valley Ranch PA17 Traffic Impact Study

March 18, 2020

Prepared for:

Town of New Castle – Public Works
Box 90
New Castle, CO 81647

Prepared by:

SGM
118 W 6th Street
Glenwood Springs, CO 81601



This Traffic Impact Study addresses PA 17 in Filing 11 of Castle Valley Ranch PUD within the Town of New Castle, State of Colorado. The parcel is approximately 13.538 acres in size. The existing parcel consists of sparsely grassed undeveloped land. The site is bordered by Castle Valley Boulevard right-of-way to the north, developed single family homes to the west, open space to the south, and undeveloped PA 19 to the east. The site is depicted in the figure below.



Proposed Land Use

Proposed development consists of the construction of 27 multi-unit residential buildings (three and four-unit townhomes) totaling 91 dwelling units. Additional improvements include asphalt parking areas, driveways, sidewalks, and asphalt pedestrian paths providing connections to Castle Valley Boulevard right-of-way and C Avenue.

The Town of New Castle has requested a trip generation calculation and auxiliary turn lane assessment. The traffic study addresses the following items.

- Existing Roadway Conditions
- Sight distance analysis
- Trip Generation and anticipated vehicle sizes
- Directional Distribution/Traffic Assignment
- Internal Circulation
- Auxiliary turn lane analysis
- Summary of Findings

This study will provide recommendations for the development of a safe roadway access to Castle Valley Boulevard.

Existing Site and Roadway Conditions

The proposed development will provide access from Castle Valley Boulevard (CVB). CVB is a two-lane asphalt roadway serving Lakota Canyon Ranch and Castle Valley Ranch, this segment is upstream of the Lakota Canyon Ranch development and accesses.

Access to the site will be provided with a new access located approximately 500 ft east of the intersection with Wildhorse Drive and 800 ft west of the eastern CVB roundabout. No turn lanes exist along CVB at the access intersection location. Pedestrian trail (8 ft) is located on the north side of CVB.

CVB is a two-lane asphalt collector roadway, approximately 24 feet in width, with 2-3-foot gravel shoulders and a posted speed of 25 mph in the vicinity of the access. For the purposes of this study and application of the State Highway Access Code, it is classified as a non-rural arterial, NR-B using CDOT Access Category standards.

Existing traffic volumes were not collected for this study, as the volumes would have no effect on the auxiliary turn lane assessment.

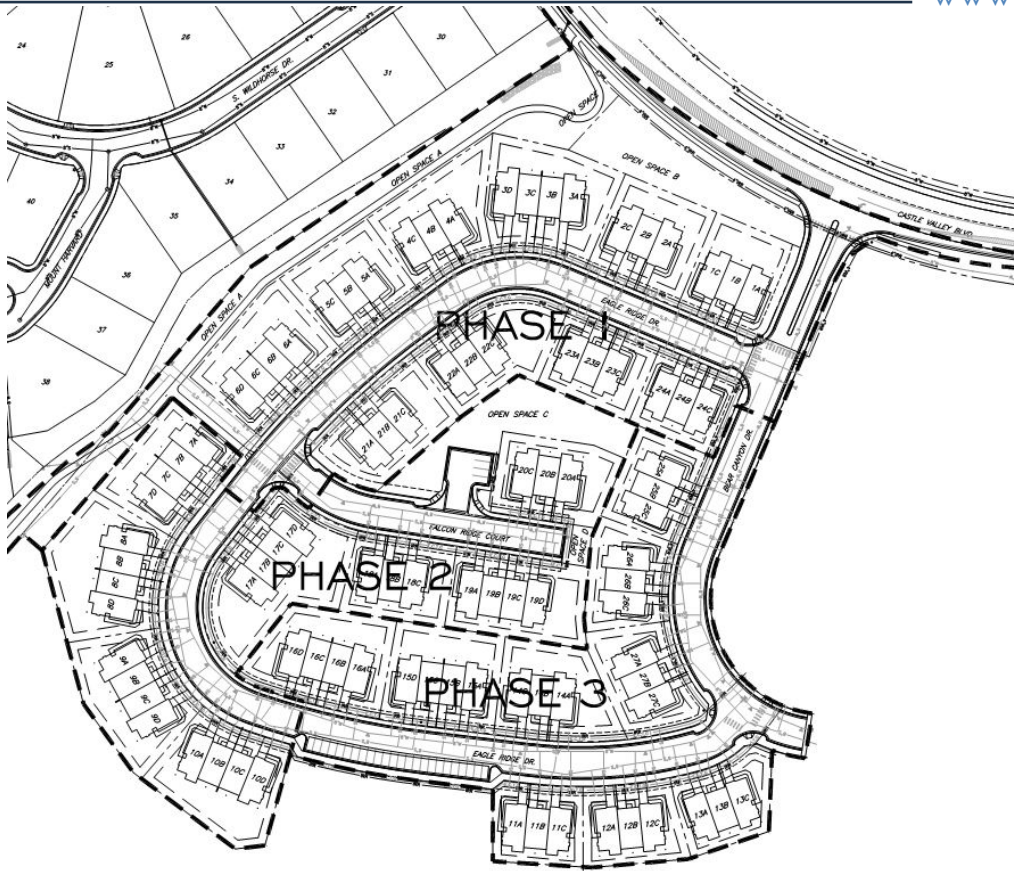
Access Sight Distance

The sight distance was analyzed for the access intersection with CVB. The analysis reviewed the access as one-way stop-controlled intersection and was based upon the guidance of AASHTO, A Policy on Geometric Design of Highways and Streets, 2018, 7th Edition, (Ch 9, Intersections). The Policy provides for guidance on decision point and construction of the sight triangle. Using Table 9-7 (Left Turn, Case B1) and Table 9-9 (Right Turn, Case B2), the sight distance requirements for the 30-mph posted speed are 335 ft and 290 ft respectively. The current sight distance is at least 400 feet in either direction.

The Policy states that the vertex of the sight triangle (decision point) should be located 14.5 ft from the edge of traveled way, the decision point typically represents the location of the driver's eye (at a height of 3.5 ft) when stopped at a major road intersection. The driver should have the ability to see a 6" high object at the center of the travel lane. The sight triangle is constructed using these parameters, and objects that could obscure the driver's vision should be located outside of this sight triangle.

Trip Generation

The proposed development consists of 91 multi-family units as shown in the conceptual site plan provided on the following page.



ITE's *Trip Generation (10th Edition)* provides trip generation rates for Multi-Family, low-rise (Code 220) housing units for weekday AM and PM peak hour. The resulting trip generation is shown in the Table below.

Trip Generation Table - PA 17 Castle Valley Ranch														
ITE Trip Generation, 10th Edition														
Land Use	Number of Units	ITE Code	Weekday Rate	Design Hour Rates						Weekday DHV				
				AM Rate	AM IN	AM OUT	PM Rate	PM IN	PM OUT	Weekday Traffic	AM IN	AM OUT	PM IN	PM OUT
Multi-Family (Low-rise)	91	220	7.11	0.48	0.11	0.37	0.60	0.30	0.18	647	10	34	27	16
ITE Ttrip Generation Manual, 10th Edition		Basis of	Time Period Used	Weekday	Design	Distributio								
Multi-Family (Low-rise)	220	Fitted Cur	Peak Hour adjac	23%	77%		63%	37%						

Trip Distribution and Assignment

The distribution and assignment of site generated trips are based upon the primary access and activities oriented toward the I-70 interchange. The distribution is assumed to be 95% oriented to/from the east and 5% oriented to/from the west. The resulting trip assignment is shown on the following page.

Summary of Findings

2016 traffic volumes on CVB just east of Blackhawk Road were on the order of 400-500 vph during the AM and PM peak hours. PA 17 is estimated to generate approximately 43-44 vph during the AM and PM peak hours, an increase of 8-10% of the existing peak hour traffic volumes. The trip generation of the development is much less than 20% of the existing volumes at the US 6 CVB intersection and will not require a State Highway Access Permit.

The proposed access road has adequate sight distance for entering the roadway and will require a westbound left turn lane based upon the auxiliary lane requirements per the SHAC. The sight distance triangle discussed in this TIS should be implemented as part of the site access design.

Town of New Castle

Castle Valley Ranch PA17 Utility Report

March 18, 2020

Prepared for:

Town of New Castle – Public Works
Box 90
New Castle, CO 81647

Prepared by:

SGM
118 W 6th Street
Glenwood Springs, CO 81601



PA 17 DEVELOPMENT PLAN

Existing Land Use

The subject property is PA 17 in Filing 11 of Castle Valley Ranch PUD within the Town of New Castle, State of Colorado. The parcel is approximately 13.538 acres in size. The existing parcel consists of sparsely grassed undeveloped land. The site is bordered by Castle Valley Boulevard right-of-way to the north, developed single family homes to the west, open space to the south, and undeveloped PA 19 to the east. The site is depicted in the figure below.



Proposed Land Use

Proposed development consists of the construction of 27 multi-unit residential buildings (three and four-unit townhomes) totaling 91 dwelling units. Additional improvements include asphalt parking areas, driveways, sidewalks, and asphalt pedestrian paths providing connections to Castle Valley Boulevard right-of-way and C Avenue.

WASTEWATER SYSTEM

There is an existing sanitary sewer main located south of the site within the C Avenue right-of-way. This sanitary sewer is within the roadway and will serve the proposed development. The connection to this main will be at an existing sanitary manhole located at the west of the alley

north of Main Street and east of C Avenue. An 8-inch gravity main is proposed to serve the site and will replace segment of existing main in the Alley, then extend new main east in the alley and north in the C Avenue corridor to serve the proposed development, as well as the future development of PA 19 to the east. A 20-foot utility easement is proposed to encompass this sanitary sewer main when it is located outside of existing or proposed road right of way.

The proposed development will have minimal system flows and the proposed sanitary system will serve residential uses. The three and four townhome buildings will have individual 4" PVC services to each unit. For calculation purposes, each unit has been considered a single-family dwelling. In total the system demand has been analyzed for 91 single-family dwellings. Effluent flows are estimated to be 25,480 gallons per day, with a peak flow of 63,700 gallons per day. These flows will be conveyed by 8" mains. At a minimum slope of 0.4% at 75% full pipe, the 8" main will serve 869 units (reference Castle Valley Ranch Master Plan). There are 13 existing units on the C Avenue line, adding 91 units results in a total of 104 units. There will be a capacity of 765 units remaining in the main.

WATER DISTRIBUTION

The proposed development will be served by existing 8" water mains located to the north within Castle Valley Boulevard right of way, and to the west extending from Mount Harvard Court. A 20-foot utility easement is proposed to encompass this water main when it is located outside of existing or proposed road right of way. A loop will be completed by running an 8-inch C900 PVC main through the site. This loop will connect to the existing Castle Valley Boulevard main to Mount Harvard Court and located in the project roadways providing 2" PVC services to each dwelling units and fire hydrants spaced per the Burning Mountain Fire District.

PA 17 is served by Water Tank #2 (CVR Lower Zone), which sits at an elevation of 5966. The high and low lot elevations, corresponding static pressures, and pressures with Lakota pump station operating are as follows: Elev. 5804; 70 psi; 54 psi and Elev. 5770; 85 psi; 69 psi. A 2" water service results in pressures ranging from 35 to 50 psi within the units.

Assuming 3.5 people per single-family unit with a per capita demand of 100-gallons per day (EQR=350 gpd) and a 16-hour day for 91 units, the Average Daily Demand for the residential units will be 31,850 gallons per day (33 gpm).

Based upon the Uniform Building Code and the International Fire Code, the proposed multi-family residential structures (4000 to 5000 sf) will require a fire flow of 2000 gallons per minute. The developer has elected that the buildings will not have in-house sprinkler systems. The fire flow demand must be sustained for a minimum of 2 hours with a residual pressure of 20 psi.

Maximum day demand is calculated using a multiplier of 2 on the average day demand and adding the fire flow of 2000 gallons per minute during the 2-hour duration. It has been assumed that only one structure will require a fire flow at any given time. Maximum day flow rate is 2000 plus 65.6 gallons per minute, or 2066 gallons per minute. This rate will govern over the Peak hour demand. The existing tank has been previously sized accounting for the development of PA 17.

RAW WATER IRRIGATION

A 4" main raw water irrigation is proposed for this development and will connect to the existing raw water main in the Castle Valley Boulevard right of way. The main will be extended and looped through the roadway network to serve all residences and open spaces within the development.

DRY UTILITIES

Electric

Electric service is proposed for this development and will connect to the existing main in the Castle Valley Boulevard right of way. The main will be extended and looped through the roadway network to serve all residences and open spaces within the development.

Transformers will be located by Xcel. The developer will contract with Xcel energy for costs associated with extending the electric utility to the site.

Natural Gas

Gas service is proposed for this development and will connect to the existing main in the Castle Valley Boulevard right of way. The main will be extended and looped through the roadway network to serve all residences within the development.

The contractor will contract with Xcel energy for gas service extension.

The point of contact for electrical service is Sam Wakefield with Xcel Energy (970-244-2622).

Cable

Comcast Cable service is proposed for this development and will connect to the existing main in the Castle Valley Boulevard right of way. The main will be extended and looped through the roadway network to serve all residences within the development.

The contractor will contract with Comcast for cable service extension.

The point of contact for Comcast Cable service is (970-945-7292).

Communications

Communications service is proposed for this development and will connect to the existing main in the Castle Valley Boulevard right of way. The main will be extended and looped through the roadway network to serve all residences within the development. The contractor will contract with Century Link for communications service extension.

The point of contact for Communications service is Jason Sharpe with CenturyLink communications (970-309-2973).



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**CONFORMED
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DECLARATION
OF COVENANTS, CONDITIONS, AND RESTRICTIONS OF
CASTLE VALLEY RANCH TOWNHOMES ASSOCIATION, INC.

DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CASTLE VALLEY RANCH TOWNHOMES ASSOCIATION, INC.

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EXHIBIT C – Certain Title Exceptions

EXHIBIT D – Part of Annexable Area

**DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CASTLE VALLEY RANCH TOWNHOMES ASSOCIATION, INC.**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF CASTLE VALLEY RANCH TOWNHOMES ASSOCIATION, INC. ("Declaration") is made and entered into by VILLAGE HOMES OF COLORADO, INC., a Colorado corporation ("Declarant," as hereinafter more fully defined).

WITNESSETH:

WHEREAS, the Declarant is the owner of the real property situated in the County of Garfield, State of Colorado, which is described on Exhibit A and Exhibit B, attached hereto and incorporated herein by this reference (the "Community," as hereinafter more fully defined); and

WHEREAS, the Community is subject to that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Castle Valley Ranch, Planned Unit Development recorded November 6, 2000, in Book 1216 at Page 205 as Reception No. 571847, in the real estate records of the Clerk and Recorder of Garfield County, Colorado, as supplemented and amended from time to time ("Master Declaration," as hereinafter more fully defined), and the covenants, restrictions, terms and other provisions contained therein; and

WHEREAS, the Declarant desires to subject and place upon the Community certain covenants, conditions, restrictions, easements, reservations, rights-of-way, obligations, liabilities, charges and other provisions; and

WHEREAS, a common interest community may be created pursuant to the Act (as hereinafter defined) only by recording a declaration executed in the same manner as a deed. The declaration must be recorded in every county in which any portion of the common interest community is located and must be indexed in the grantee's index in the name of the common interest community and in the name of the association, and in the grantor's index in the name of each person executing the declaration. No common interest community is created until the plat or map for the common interest community is recorded.

NOW, THEREFORE, in addition to the provisions of the Master Declaration, the Declarant hereby declares that one or more plats of the Community have been recorded and that all of the Community shall be held, sold, and conveyed subject to the following covenants, conditions, restrictions, easements, rights-of-way, obligations, liabilities, charges and other provisions set forth herein.

ARTICLE 1. DEFINITIONS

Section 1.1. Act

"Act" means the Colorado Common Interest Ownership Act, C.R.S. §38.33.3-101, et seq., as amended.

Section 1.2. *Agencies.*

"Agencies" means the Government National Mortgage Association ("GNMA"), the Federal National Mortgage Association ("FNMA"), the Federal Home Loan Mortgage Corporation ("FHLMC"), the Department of Housing and Urban Development, including the Federal Housing Administration ("HUD"), the Veterans Administration ("VA"), or any other governmental or quasi-governmental agency or any other public, quasi-public or private entity which performs (or may in the future perform) functions similar to those currently performed by any of such entities.

Section 1.3. *Allocated Interests.*

"Allocated Interests" means the Assessment liability and votes in the Association allocated to each Unit. The Allocated Interest of each Unit shall be a fraction, the numerator of which is one (1) and the denominator of which is the total number of Units within the Community from time to time. The Allocated Interest of each Unit is subject to change as provided in this Declaration, including a decrease in the Allocated Interests of each Unit upon the annexation of additional property to this Community as provided in Section 14.4 of this Declaration (Annexation; Withdrawal).

Section 1.4. *Annexable Area.*

"Annexable Area" means the property described on Exhibit D attached hereto and incorporated herein by this reference, plus such additional real estate from such locations as the Declarant may elect in its sole discretion in an amount not to exceed the maximum permitted pursuant to the Act. Unless and until the Annexable Area or any portion thereof is annexed to this Declaration, neither the Annexable Area nor any portion thereof shall be subject to this Declaration or any provision hereof except the right of annexation by the Declarant provided in Section 14.4 of this Declaration (Annexation; Withdrawal).

Section 1.5. *Assessment.*

"Assessment" means annual Assessments and special Assessments, which are provided for in this Declaration. For purposes of Sections 4.1, 4.8 through 4.16, inclusive, and 13.6 of this Declaration, "Assessment" means annual Assessments, special Assessments, and late charges, fines, fees, interest, costs, expenses, reasonable attorneys' fees, and any other amounts, which are provided for in this Declaration.

Section 1.6. *Association.*

"Association" means the Castle Valley Ranch Townhomes Association, Inc., its successors and assigns, a community association as provided in the Act. The Association is a Subassociation as defined in the Master Declaration.

Section 1.7. *Common Elements.*

"Common Elements" means any property owned or leased by the Association, other than a Unit, which exists for the common use of more than one of the Owners. The Common Elements at the time of recordation of this Declaration are described on the attached Exhibit B.

Section 1.8. *Community.*

"Community" means the real property and Improvements described on the attached Exhibit A and the attached Exhibit B, as supplemented and amended from time to time, and with respect to which a Person, by virtue of such Person's ownership of a Unit, is obligated to pay for real estate taxes, insurance premiums, maintenance or improvement of other real estate described in this Declaration. The Community is a planned community under the Act. The name of the Community is Castle Valley Ranch Townhomes Association, Inc.

Section 1.9. *Declarant.*

"Declarant" means Village Homes of Colorado, Inc., a Colorado corporation, and any other Person(s) acting in concert, to whom the Declarant, by recorded document, expressly assigns one or more of the Declarant's rights under this Declaration (which shall be the extent of the Declarant's rights to which such assignee succeeds).

Section 1.10. *Declaration.*

"Declaration" means this Declaration of Covenants, Conditions and Restrictions of Castle Valley Ranch Townhomes Association, Inc. and any other recorded instruments, however denominated, that create this Community, including any supplements and amendments to those instruments and also including, but not limited to, maps and plats. The Declaration is a Supplemental Declaration as defined in the Master Declaration.

Section 1.11. *Design Review Committee.*

"Design Review Committee" or "Committee" means the committee which is appointed as provided in this Declaration.

Section 1.12. *Development Rights.*

"Development Rights" means the following rights or combination of rights hereby reserved by the Declarant, as provided in this Declaration, to:

- 1.12.1. add real estate to this Community;
- 1.12.2. create Units and/or Common Elements;
- 1.12.3. subdivide or replat any Unit(s); and
- 1.12.4. withdraw real estate from this Community.

The Declarant's rights to exercise Development Rights shall terminate automatically as provided in Section 1.25 of this Declaration (Special Declarant Rights).

Section 1.13. *Executive Board or Board.*

"Executive Board" or "Board" means the body, regardless of name, designated in this Declaration, the Articles of Incorporation and the Bylaws of the Association to act on behalf of the Association. The Executive Board may appoint one or more committees as it deems appropriate,

from time to time, in carrying out any of its purposes. Each committee of the Executive Board serves at the pleasure of the Executive Board, has only such authority as may be given to it by the Executive Board from time to time, serves only in an advisory capacity to the Executive Board, and no member of a committee is an officer of the Association by virtue of service on such committee; all actions and writings of each such committee are subject to review and approval by the Executive Board.

Section 1.14. *Governing Documents.*

"Governing Documents" means this Declaration and the Articles of Incorporation, Bylaws, and any rules and regulations, policies and procedures, or design guidelines, of the Association.

Section 1.15. *Improvements.*

"Improvements" means all exterior improvements, structures, and any appurtenances thereto or components thereof of every type and kind, and all landscaping features, including, but not limited to, buildings, outbuildings, swimming pools, tennis courts, patios, patio covers, awnings, solar collectors, painting or other finish materials on any visible structure, additions, walkways, sprinkler systems, garages, carports, driveways, fences, screening walls, retaining walls, stairs, decks, landscaping, hedges, gardens, windbreaks, plantings, trees, shrubs, flowers, vegetables, sod, gravel, bark, exterior light fixtures, poles, basketball backboards and hoops, whether fixed or movable, signs, exterior tanks, utilities facilities, and exterior air conditioning, cooling, heating and water softening equipment, if any.

Section 1.16. *Initially Unoccupied Units.*

"Initially Unoccupied Units" means only those Units which have not been conveyed to the initial Owner other than the Declarant.

Section 1.17. *Master Association.*

"Master Association" means the Castle Valley Ranch PUD Homeowners Association, Inc., a Colorado non-profit corporation, its successors and assigns.

Section 1.18. *Master Declaration.*

"Master Declaration" means a certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Castle Valley Ranch, Planned Unit Development, recorded in the office of the Clerk and Recorder of Garfield County, Colorado, on November 6, 2000, at Book 1216, Page 205, as Reception No. 571847, as amended and supplemented.

Section 1.19. *Member.*

"Member" means all Owners of a Unit collectively or, following termination of the Community, all former Owners entitled to distributions of proceeds under the Act, or their heirs, personal representatives, successors or assigns. The Association shall have one (1) class of membership. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit. Each Unit shall have one (1) membership in the Association and there is only one (1) Member per Unit, even if the Unit is owned by multiple Owners.

Section 1.20. *Owner.*

"Owner" means each fee simple title holder of a Unit, including without limitation, the Declarant or other Person who owns a Unit, but does not include a Person having an interest in a Unit solely as security for an obligation. There may be more than one (1) Owner of a Unit.

Section 1.21. *Period of Declarant Control.*

"Period of Declarant Control" means a length of time that terminates on the first to occur of the following events: sixty (60) days after conveyance of seventy-five percent (75%) of the Units that May Be Included to Owners other than a Declarant; two (2) years after the last conveyance of a Unit by the Declarant in the ordinary course of business; or two (2) years after any right to add new Units to the Declaration was last exercised.

Section 1.22. *Person.*

"Person" means a natural person, a corporation, a partnership, an association, a trust, a limited liability company, a joint venture, or any other entity recognized under the laws of the State of Colorado or any combination thereof.

Section 1.23. *Security Interest.*

"Security Interest" means an interest in real estate or personal property in the Community, or any portion thereof, created by contract or conveyance, which secures payment or performance of any obligation. The term includes a lien created by a mortgage, deed of trust, trust deed, security deed, contract for deed, land sales contract, lease intended as security, assignment of leases or rents intended as security, pledge of an ownership interest in the Association, and any other consensual lien or title retention contract intended as security for an obligation. For purposes of Section 4.11 of this Declaration (Certificate of Status of Assessments), and, with respect to notice of cancellation or substantial modification of certain insurance policies, to Section 6.3 of this Declaration (General Provisions of Insurance Policies), "Security Interest" shall also mean and refer to any executory land sales contract wherein the Administrator of Veterans Affairs, an Officer of the United States of America, is the seller, whether such contract is recorded or not, and whether such contract is owned by the said Administrator or has been assigned by the Administrator and is owned by the Administrator's assignee, or a remote assignee, and the land records in the office of the Clerk and Recorder of the County in which the property described on the attached Exhibits A and B (as supplemented and amended from time to time) is located show the Administrator as having the record title to the Unit.

Section 1.24. *Security Interest Holder.*

"Security Interest Holder" means any Person named as a mortgagee or beneficiary, or in a similar capacity, under any Security Interest (including, for purposes of Section 4.11 of this Declaration (Certificate of Status of Assessments), and, with respect to notice of cancellation or substantial modification of certain insurance policies, to Section 6.3 of this Declaration (General Provisions of Insurance Policies), the Administrator of Veteran's Affairs, an Officer of the United States of America, and his assigns under any executory land sales contract wherein the said Administrator is identified as the seller, whether such contract is recorded or not and the land records in the office of the Clerk and Recorder of the County in which the property described on the

attached Exhibits A and B (as supplemented and amended from time to time) is located show the said Administrator as having the record title to the Unit, or any successor to the interest of any such Person under such Security Interest.

Section 1.25. *Special Declarant Rights.*

"Special Declarant Rights" means the following rights, which rights are hereby reserved for the benefit of the Declarant, and which rights may be further described in this Declaration: to build and complete Improvements in the Community; to exercise any Development Right; to maintain sales offices, construction offices, management offices, and signs advertising the Community and sale of Units; to use easements through the Common Elements for the purpose of making Improvements within the Community or within real estate which may be added to the Community; to merge or consolidate a community of the same form of ownership; or to appoint or remove any officer of the Association or any member of the Executive Board during any Period of Declarant Control. Declarant may exercise any or all of these Special Declarant Rights at any time and from time to time in all or any portion of the Community, and no assurances are made as to the boundaries or order of exercise of any such Special Declarant Rights. Such rights shall terminate automatically either fifteen (15) years after the date of recording of this Declaration or at such time as the Declarant no longer owns any portion of the property described on the attached Exhibits A, B and D, which ever occurs later.

Section 1.26. *Unit.*

"Unit" means each platted lot that is now or hereafter included in the real property described on the attached Exhibit A, as the same may be subdivided or replatted from time to time, as well as any other platted lots now or hereafter included in any real property annexed to this Declaration, with the exception of the Common Elements and any publicly dedicated property. When lots within Exhibit A are subdivided, each resulting lot shall be considered a Unit, and the original lot that was subdivided shall no longer be consider a Unit. Each Unit shall constitute a "unit" under the Act, and it shall not be necessary to use the term "unit" as a part of a legally sufficient description of a Unit.

Section 1.27. *Units that May Be Included.*

"Units that May Be Included" means Two Hundred Fifty (250) Units, which shall be the maximum number of Units that may be subject to this Declaration, including the Units within the property described on the attached Exhibit A and those Units which may be added if all of the Annexable Area is annexed to this Declaration. However, the aforesaid number of Units that May Be Included is not a representation or a guarantee as to the actual number of Units that will ultimately be included in or constructed as part of the Community.

ARTICLE 2. MEMBERSHIP AND VOTING RIGHTS

Section 2.1. *Membership.*

The Association shall have one class of membership. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit. Each Unit shall have one membership and there is only one Member per Unit, even if multiple Owners own the Unit.

Section 2.2. *Voting Rights.*

Each Member shall be entitled to one (1) vote for each Unit owned, except that no vote allocated to a Unit owned by the Association may be cast. The maximum number of votes that may be cast in connection with any matter shall be equal to the total number of Units then existing within the Association.

ARTICLE 3. ASSOCIATION

Section 3.1. *Association.*

The Association has been or will be formed as a Colorado corporation under the Colorado Revised Nonprofit Corporation Act. The Association shall have the duties, powers and rights created by law, as well as those set forth in this Declaration, and in the Articles of Incorporation and Bylaws of the Association.

Section 3.2. *Executive Board.*

The affairs of the Association shall be managed by an Executive Board. The number, term and qualifications of the Executive Board shall be fixed in the Association's Bylaws. Except as otherwise provided in this Declaration, the Executive Board shall be elected by the Members. The Executive Board may, by resolution, delegate portions of its authority to an executive committee or to other committees, to officers of the Association or to agents and employees of the Association, but such delegation of authority shall not relieve the Executive Board of the ultimate responsibility for management of the affairs of the Association.

Section 3.3. *Authority of Executive Board.*

Action by or on behalf of the Association may be taken by the Executive Board or any duly authorized executive committee, officer, agent or employee without a vote of the Members, except as otherwise specifically provided in this Declaration, the Articles of Incorporation or Bylaws of the Association.

Section 3.4. *Election of Part of the Executive Board During the Period of Declarant Control.*

Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that May Be Included to Owners other than the Declarant, at least one (1) director and not less than twenty-five percent (25%) of the directors must be elected by Members other than the Declarant, provided that the Declarant reserves the right to appoint a majority of the Executive Board. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that May Be Included to Owners other than the Declarant, not less than thirty-three and one-third percent (33 1/3%) of the directors must be elected by Members other than the Declarant, provided that the Declarant reserves the right to appoint a majority of the Executive Board.

Section 3.5. *Authority of Declarant During Period of Declarant Control.*

Except as otherwise provided in this Article, during the Period of Declarant Control, the Declarant or Persons appointed by the Declarant may appoint all officers and members of the

Executive Board and remove all officers and members of the Executive Board which have been appointed by the Declarant. The Declarant may voluntarily surrender the right to appoint and remove officers and members of the Executive Board before termination of the Period of Declarant Control; but, in that event, the Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Executive Board, as described in a recorded instrument executed by the Declarant, be approved by the Declarant before they become effective.

Section 3.6. *Termination of Period of Declarant Control.*

After termination of the Period of Declarant Control, the Members shall elect an Executive Board, at least a majority of whom must be Owners other than the Declarant or designated representative of Owners other than the Declarant. The Executive Board shall elect the officers.

Section 3.7. *Budget and Audit or Review.*

3.7.1. Within ninety (90) days after adoption of any proposed budget for the Community, the Executive Board shall mail, by ordinary first-class mail, or otherwise deliver a summary of the Association budget to all the Members and shall set a date for a meeting of the Members to consider the budget. Such meeting shall occur within a reasonable time after mailing or other delivery of the summary. The Executive Board shall give notice to the Owners of the meeting as provided in the Bylaws of the Association. The budget proposed by the Executive Board does not require approval from the Owners and it will be deemed approved by the Owners in the absence of a veto at the noticed meeting by sixty-seven percent (67%) of the votes in the Association, whether or not a quorum is present. In the event that the proposed budget is vetoed, the periodic budget last proposed by the Executive Board and not vetoed by the Owners must be continued until such time as a subsequent budget proposed by the Executive Board is not vetoed by the Owners.

3.7.2. At the sole discretion of the Executive Board or as required pursuant to subsections 3.7.2.1 or 3.7.2.2 below, the Association's books and records shall be subject to an audit, using generally accepted auditing standards, or a review, using statements on standards for accounting and review services, by an independent and qualified Person selected by the Executive Board. Such Person need not be a certified public accountant except in the case of an audit. A Person selected to conduct a review shall have at least a basic understanding of the principles of accounting as a result of prior business experience, education above the high school level, or bona fide home study. The audit or review report shall cover the Association's financial statements, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting.

3.7.2.1. An audit shall be required only when both of the following conditions are met:

- (i) The Association has annual revenues or expenditures of at least two hundred fifty thousand dollars (\$250,000); and
- (ii) An audit is requested by the Owners of at least one-third (1/3) of the Units represented by the Association.

3.7.2.2. A review shall be required only when requested by the Owners of at least one-third (1/3) of the Units represented by the Association.

3.7.2.3. Copies of an audit or review under this subsection 3.7.2 shall be made available upon request to any Owner beginning no later than thirty (30) days after its completion.

3.7.3. In the event the Act is amended to remove, modify or otherwise revise the requirements under Section 3.7 of this Declaration, Section 3.7 shall be deemed amended to require that which is required pursuant to the Act, as amended.

Section 3.8. *Rules and Regulations and Policies and Procedures.*

Rules and regulations and policies and procedures concerning and governing the Units, Common Elements, and/or this Community may be adopted, amended and/or repealed from time to time by the Executive Board, and the Executive Board may establish and enforce penalties for the infraction thereof, including, without limitation, the levying and collecting of fines for the violation of any of such rules and regulations or policies and procedures. The rules and regulations and policies and procedures may state procedural requirements, interpretations and applications of the provisions of this Declaration, including without limitation, blanket requirements, blanket interpretations, and blanket applications. The Executive Board has the authority to adopt or vary one or more rules and regulations or policies and procedures that are different for different types of residences, if any exist. Any rules and regulations or policies and procedures that are adopted shall be in accordance with, and shall not be inconsistent with or contrary to, this Declaration and all provisions hereof.

Section 3.9. *Association Books and Records.*

3.9.1. The Association's books and records shall be subject to an audit or a review as further provided in this Declaration. Except as otherwise provided in subsections 3.9.2 and 3.9.3 below, the Association shall make reasonably available for inspection and copying by Owners, Security Interest Holders, and insurers or guarantors of any such Security Interest, current copies of all of the Governing Documents and financial documents as listed in the most recent available version of the contract to buy and sell real estate promulgated by the Colorado Real Estate Commission. The Person(s) accessing and/or copying such documents shall pay all costs associated therewith. "Reasonably available" shall mean available during normal business hours, upon prior notice of at least five (5) business days, or at the next regularly scheduled meeting if such meeting occurs within thirty (30) days after the request. In the event the Act is amended to remove, modify or otherwise revise the requirements under this subsection, this subsection shall be deemed amended to require that which is required pursuant to the Act, as amended.

3.9.2. Notwithstanding subsection 3.9.1 above, a membership list or any part thereof may not be obtained or used by any Person for any purpose unrelated to an Owner's interest as an Owner without the written consent of the Executive Board. Without limiting the generality of the foregoing, without the written consent of the Executive Board, a membership list or any part thereof may not be:

3.9.2.1. Used to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association;

3.9.2.2. Used for any commercial purpose; or

3.9.2.3. Sold to or purchased by any Person.

3.9.3. Notwithstanding subsection 3.9.1 above, the Executive Board may, at any time(s), prior or subsequent to a request for inspection and/or copying, determine that items are confidential and should not be made available.

3.9.4. In the event the Act is amended to remove, modify, or otherwise revise the requirements under Section 3.9 of this Declaration, Section 3.9 shall be deemed amended to require that which is required pursuant to the Act, as amended.

Section 3.10. *Cooperation with, and/or Delegation to, the Master Association, Other Community Association(s) and/or Any Metropolitan or Other District(s).*

3.10.1. The Association shall have the right and authority at any time, from time to time, to enter into agreements and otherwise cooperate with, and/or delegate to, the Master Association, any other community association(s) and/or any metropolitan or other district(s), for any purposes, including without limitation: to share the costs and/or responsibility for any maintenance, repair, replacement, or other matters; to perform maintenance, repair or replacement for any Person(s) in consideration of payment or reimbursement therefor; to utilize the same contractors, subcontractors, managers, or others who may perform services for the Master Association, any other community association(s) and/or any metropolitan or other district(s); to collect assessments, other charges, or other amounts; and/or to otherwise cooperate with, and/or delegate to, the Master Association, any other community association(s) and/or any metropolitan or other district(s) in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the Executive Board in its sole discretion from time to time. The costs and expenses for all such matters, if any, shall be shared or apportioned between the Association and the Master Association, any other community association(s) and/or any metropolitan or other district(s), as the Executive Board may determine in its sole discretion from time to time.

3.10.2. Without limiting the generality of the foregoing, the governing board of a metropolitan district may furnish covenant enforcement and/or design review services, as well as any other matters, within such metropolitan district area or any portion thereof.

Section 3.11. *Management Agreements and Other Contracts.*

Any agreement for professional management of the Association's business or other contract providing for the services of the Declarant shall have a maximum term of three (3) years and any such agreement shall provide for termination by either party thereto, with or without cause and without payment of a termination fee, upon not more than ninety (90) days prior written notice; provided, however, that any such management agreement(s) entered into by the Association with a manager or managing agent prior to termination of the Period of Declarant Control shall be subject

to review and approval by HUD or VA if, at the time such agreement is entered into, HUD has insurance or VA has a guarantee(s) on one or more Security Interests (and if HUD or VA requires such approval).

Section 3.12. *Merger.*

The Declarant hereby reserves the right to merge the Association with one or more other common interest communities without the approval of any Member or any other Person. This right shall terminate automatically as provided in Section 1.25 of this Declaration (Special Declarant Rights).

Section 3.13. *Authenticated Electronic Representation.*

Notwithstanding anything to the contrary contained in any of the Governing Documents, to the extent permitted by applicable law, the Association may use technology or electronic representation, including without limitation electronic mail and electronic posting, in completing its duties and responsibilities. In this regard, any reference in any of the Governing Documents, to action, attendance, representation, notice, quorum, voting or acknowledgement, as well as any and all other matters, may be conducted by authenticated electronic activity and, to the extent permitted by applicable law, the provisions of this Declaration shall be deemed to include provisions which permit such authenticated electronic activity.

Section 3.14. *Compliance with Maintenance Manuals.*

Notwithstanding anything to the contrary, the Executive Board, acting on behalf of the Association, shall comply with all maintenance manuals, if any, given by the Declarant to the Executive Board or the Association, regarding maintenance, repair and/or replacement of any portion of the Community or any Improvements therein. Further, the Executive Board shall cooperate, at no cost or expense to the Executive Board, with all inspections that may be undertaken by or at the request of the Declarant, on or with respect to the Community and Improvements therein.

Section 3.15. *Notice of Meetings and Other Matters of the Association.*

Notices of any meetings, news letters and other correspondence or documents concerning the Association shall be sent to the Declarant at the same time that such notices, news letters, and other correspondence or documents are sent to the Members. However, the foregoing shall expire fifteen (15) years after initial recording of this Declaration in Garfield County, Colorado.

Section 3.16. *Delivery of Property by Declarant.*

After the Members other than the Declarant elect a majority of the Executive Board, the Declarant shall deliver to the Association all property of the Owners and of the Association held by or controlled by the Declarant, if and to the extent required by the Act.

ARTICLE 4. ASSESSMENTS

Section 4.1. *Personal Obligation for Assessments.*

Each Owner of a Unit, including Declarant, by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, covenants and agrees and shall be personally obligated to pay to the Association any and all Assessments, as provided in this Declaration; with such Assessments to be established and collected as hereinafter provided. The obligation for such payments by each Owner to the Association is an independent covenant with all amounts due, from time to time, payable in full when due without notice or demand (except as otherwise expressly provided in this Declaration), and without set-off or deduction. All Owners of each Unit shall be jointly and severally liable to the Association for the payment of all Assessments attributable to their Unit. Each Assessment shall be the personal obligation of the Person(s) who was the Owner of such Unit at the time when the amount became due. The personal obligation for delinquent amounts (including Assessments) shall not pass to such Owner's successors in title unless expressly assumed by them.

Section 4.2. *Purpose of Assessments.*

The Assessments levied by the Association shall be used for maintenance, repair and replacement of the Common Elements, as provided in this Declaration, to promote the recreation, health, safety and welfare of the residents of the Units, to pay Association expenditures, and for all of those purposes and activities which may be required of the Association or which the Association may be empowered to pursue pursuant to any of the Governing Documents, or by law.

Section 4.3. *Initial Annual Assessment.*

Until the effective date of an Association budget that is proposed by the Executive Board and not vetoed by the Owners, as provided above, the monthly installment of the annual Assessment against each Unit shall not exceed Three Hundred and No/100 Dollars (\$300.00) per Unit per month, exclusive of any amounts due to the Master Association, any other community association(s), any metropolitan or other district(s) and/or any other Person or entity. However, the rate of Assessments against the Initially Unoccupied Units shall be less than that paid by other Units, as provided in the next Section.

Section 4.4. *Rate of Assessments.*

4.4.1. Annual and special Assessments shall be sufficient to meet the expected needs of the Association and shall be apportioned among the Units in accordance with their Allocated Interests. Notwithstanding the foregoing, however, the amount of the annual Assessments and special Assessments against the Initially Unoccupied Units shall be set at a lower rate than that charged against other Units, because the Initially Unoccupied Units receive and benefit from fewer services funded by such Assessments than the other Units. Colorado Revised Statutes §38-33.3-315(3)(b) states that "Any common expense or portion thereof benefiting fewer than all of the units shall be assessed exclusively against the units benefited." Based on this provision, each Initially Unoccupied Unit shall pay annual and special Assessments at the rate of fifty percent (50%) of any annual Assessment or special Assessment charged to Units other than the Initially Unoccupied Units. The annual

Assessments shall include an adequate reserve fund for the maintenance, repair and replacement of those items that must be maintained, repaired or replaced by the Association on a periodic basis.

4.4.2. The Declarant may in its sole discretion, but shall not be required to, cover certain costs of the Association by payment of any amount(s), which shall constitute loans from the Declarant to the Association, with such loan(s) to be repaid by the Association to the Declarant, without interest, at such time(s) as may be determined by the Declarant in its sole discretion at any time(s); provided, however, that at all times all amounts advanced by the Declarant to the Association, if any, which have not been repaid to the Declarant shall constitute advances against amounts due from the Declarant (including but not limited to Assessments). If the Declarant elects, in its sole discretion, to loan any amounts as provided in this subsection, Declarant shall not, under any circumstances, be obligated to continue loans, payment or funding of any amount(s) in the future.

Section 4.5. *Date of Commencement of Annual Assessments.*

Annual Assessments shall commence at such time as the Executive Board may determine in its sole discretion. After any annual Assessment has been made by the Association, annual Assessments shall not be greater than the amount set forth in Section 4.3 of this Declaration (Initial Annual Assessment), and thereafter shall be based on a budget proposed by the Executive Board and not vetoed by the Owners as provided in this Declaration. A budget shall be so proposed by the Executive Board no less frequently than annually. The annual Assessments shall be due and payable in monthly installments, in advance, or on such other dates, and with such frequency (which may be other than monthly, but not less frequently than annually), as the Executive Board determines in its sole discretion from time to time, provided that the first annual Assessment shall be adjusted to reflect the time remaining in the first Association fiscal year. Any Owner purchasing a Unit between installment due dates shall pay a pro rata share of the last payment due.

Section 4.6. *Special Assessments.*

In addition to the annual Assessments authorized in this Article, the Executive Board may levy, in any fiscal year, with the approval of the votes of sixty-seven percent (67%) of a quorum of Association votes, as provided in Section 4.7 hereof, at a meeting duly called for this purpose, a special Assessment applicable to that year only, for the purpose of defraying in whole or in part the cost of any construction, repair or replacement of a capital improvement upon any portion of real property for which the Association has repair and/or replacement obligations, including fixtures and personal property related thereto, or for repair or replacement of any damaged or destroyed Improvements or for the funding of any expense or deficit of the Association. Any such special Assessment shall be set against each Unit in accordance with the Allocated Interests set forth in this Declaration, except that the rate of special Assessments against the Initially Unoccupied Units shall be set as provided in Section 4.4.1 of this Declaration. A meeting of the Members called for the purpose of considering the establishment of a special Assessment shall be held in conformance with Section 4.7 of this Declaration (Notice and Quorum for Any Special Assessments).

Section 4.7. *Notice and Quorum for Any Special Assessments.*

Written notice of any meeting called for the purpose of taking any action authorized under Section 4.6 of this Declaration (Special Assessments) shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. At the first such meeting called, the presence of Members or of proxies entitled to cast sixty percent (60%) of all the Association votes shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

Section 4.8. *Assessments for Services to Less Than All Units.*

The Association may, at any time from time to time, provide services to less than all of the Unit(s) in the Community. If such services are not funded by the Association's annual or special Assessments, then such services shall be provided, if at all, pursuant to a written statement that includes terms for payment of the costs, fees and expenses for such services. Services which may be provided by the Association pursuant to this Section include, without limitation: (a) the construction, care, operation, management, maintenance, upkeep, repair, replacement and renovation of Improvements or property owned or maintained by such Owner(s); (b) the provision of any services or functions to or for such Unit(s); (c) the enforcement of the provisions of any document or agreement for, on behalf of, and in the name of the applicable Owners; (d) the payment of taxes or other amounts for Owners with funds provided by such Owners; and (e) the procurement of insurance for Owners.

Section 4.9. *Lien for Assessments.*

4.9.1. The Association has a statutory lien on a Unit for Assessments levied against that Unit or the Owner(s) thereof. Fees, charges, late charges, attorney fees, fines and interest charged pursuant to this Declaration are enforceable as Assessments under this Article. The amount of the lien shall include all those items set forth in this Section from the time such items become due. If an Assessment is payable in installments, each installment is a lien from the time it becomes due, including the due date set by any valid Association acceleration of installments.

4.9.2. Recording of this Declaration constitutes record notice and perfection of the lien. No further recordation of any claim of lien for Assessments is required. However, the Executive Board or managing agent of the Association may prepare, and record in the county in which the applicable Unit is located, a written notice setting forth the amount of the unpaid indebtedness, the name of the Owner(s) of the Unit, and a description of the Unit. If a lien is filed, the costs and expenses thereof shall be added to the Assessments for the Unit against which it is filed and collected as part and parcel thereof. The Association's lien may be foreclosed in like manner as a mortgage on real estate.

Section 4.10. *Priority of Association Lien.*

4.10.1. A lien under this Article 4 is prior to all other liens and encumbrances on a Unit except:

4.10.1.1. Liens and encumbrances recorded before the recordation of the Declaration;

4.10.1.2. A Security Interest on the Unit which has priority over all other security interests on the Unit and which was recorded before the date on which the Assessment due to the Association became delinquent; and

4.10.1.3. Liens for real estate taxes and other governmental assessments or charges against the Unit.

4.10.2. A lien under this Section is also prior to the Security Interests described in the preceding subsection 4.10.1.2 to the extent, if any, provided in the Act.

4.10.3. This Section does not affect the priority of mechanics' or materialmen's liens or the priority of liens for other Assessments made by the Association.

4.10.4. The Association's lien on a Unit for Assessments and other amounts shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed to a Unit subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against said Association lien.

Section 4.11. *Certificate of Status of Assessments.*

The Association shall furnish to an Owner or such Owner's designee or to a Security Interest Holder or its designee, upon written request delivered personally or by certified mail, first class postage prepaid, return receipt, to the Association's registered agent, a written statement setting forth the amount of unpaid Assessments, if any, currently levied against such Owner's Unit. The statement shall be furnished within such times as required by law, and is binding on the Association, the Executive Board, and every Owner. The Association or its agent shall have the right to charge a reasonable fee for the issuance of such certificates.

Section 4.12. *Application of Payments; Effect of Non-Payment of Assessments; Remedies of the Association.*

4.12.1. Application of payments received by the Association from Owners for payment of amounts due to the Association by such Owners, shall be applied first to the payment of attorneys fees, fines, late charges and any other amounts (other than annual Assessments or special Assessments) due to the Association (in the order listed), if any; second to the payment of accrued interest at the rate specified in subsection 4.12.2 below, if any; and third to the payment of Assessments and other amounts due to the Association.

4.12.2. Any Assessment not paid within fifteen (15) days after the due date thereof may bear interest from the due date at the rate of twenty-one percent (21%) per annum, or at such lesser rate as may be set from time to time by the Executive Board in its sole discretion, and the Executive Board may assess thereon a monthly late charge in such amount as may be determined, from time to time, by the Executive Board in its sole discretion. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, or foreclose the lien against such Owner's Unit. If a judgment or

decree is obtained, including without limitation in a foreclosure action, such judgment or decree shall include a reasonable attorney's fee, together with the costs of the action and may include interest and late charges as above provided. No Owner may be exempt from liability for payment of any Assessment by waiver of the use or enjoyment of any of the Common Elements or by abandonment of the Unit against which the Assessments are made, or because of dissatisfaction with the Association or its performance. This Article does not prohibit actions or suits to recover sums for which this Declaration creates a lien, nor does this Article prohibit the Association from taking a deed in lieu of foreclosure.

Section 4.13. *Surplus Funds.*

Any surplus funds of the Association remaining after payment of or provision for Association expenses and any prepayment of or provision for reserves shall be retained by the Association and need not be paid to the Owners or credited to them.

Section 4.14. *Working Capital Fund.*

The Association shall require the first Owner (other than Declarant) of any Unit who purchases that Unit from Declarant to make a non-refundable contribution to the Association in an amount equal to two (2) times the then current monthly installment of the annual Assessment (regardless of whether or not annual Assessments have commenced as provided in Section 4.5 of this Declaration (Date of Commencement of Annual Assessments)). Said contribution shall be collected and transferred to the Association at the time of closing of the sale by Declarant of each Unit and shall be maintained for the use and benefit of the Association, including, without limitation, to meet expenditures or to purchase equipment, property or services. Such contribution to the working capital fund shall not relieve an Owner from making regular payments of Assessments as the same become due.

Section 4.15. *Other Charges.*

The Association may levy and assess charges, costs and fees for matters such as, but not limited to, the following, in such amounts(s) as the Executive Board may determine in its sole discretion at any time from time to time, including reimbursement of charges that are made to the Association by its managing agent or other Person: copying of Association or other documents; return check charges; charges for telefaxes; long distance telephone calls; transfer charges or fees upon transfer of ownership of a Unit; notices and demand letters; and other charges incurred by the Association for or on behalf of any Owner(s). All such charges, costs and fees shall be in addition to the Assessments levied by the Master Association, but shall be subject to all of the Master Association's rights with respect to the collection and enforcement of Assessments.

Section 4.16. *Charges for Misconduct.*

If any Association expense is caused by the misconduct of any Owner, his family members, tenants, guests or invitees, as determined by the Executive Board, the Association may assess that Association expense exclusively against such Owner and such Owner's Unit.

ARTICLE 5. DESIGN REVIEW

Section 5.1. *Composition of Committee; Authority of Representative.*

5.1.1. The Design Review Committee shall consist of three (3) or more persons. Until automatic termination of the Special Declarant Rights as provided in Section 1.25 of this Declaration (Special Declarant Rights), the Declarant has the right to appoint the Design Review Committee; subsequent to such date, the Design Review Committee shall be appointed by the Executive Board. The power to "appoint" the Design Review Committee, as provided herein, shall include without limitation the power to: constitute the initial membership of the Design Review Committee; appoint member(s) to the Design Review Committee on the occurrence of any vacancy therein, for whatever reason; and remove any member of the Design Review Committee, with or without cause, at any time, and appoint the successor thereof. Each such appointment may be made for such term(s) of office, subject to the aforesaid power of removal, as may be set from time to time in the sole discretion of the appointor. The terms of all then-current members of the Committee who were appointed by the Declarant shall automatically terminate at such time as the Declarant's power to appoint members of the Committee expires. The members of the Design Review Committee shall not be "officers" of the Association as a result of service on the Committee and thus, as a result of such service, shall not have any of the rights or duties attributable to officers of the Association.

5.1.2. The Committee may at any time, from time to time, appoint a representative to act on its behalf. If the Committee does so, then the actions of such representative shall be the actions of the Committee, subject to the right of appeal as provided below. However, if such a representative is appointed by the Committee, then the Committee shall have full power over such representative, including without limitation the power to at any time withdraw from such representative any of such representative's authority to act on behalf of the Committee and the power to at any time remove or replace such representative.

Section 5.2. *Review and Approval by Design Review Committee and by Master Association Architectural Control Committee; Reimbursement for Expenses; Requirement for Approval by Governmental Entities.*

5.2.1. Except as provided in Section 5.9 (Variance) and Section 5.13 (Declarant's Exemption) of this Declaration, no Improvements shall be constructed, erected, placed, altered, planted, applied or installed on any Unit unless complete plans and specifications therefor (said plans and specifications to show exterior design, height, materials, color, and location of the Improvements, plotted horizontally and vertically, location and size of driveways, location, size, and type of landscaping, fencing, decks, walls, windbreaks and grading plan, as well as such other materials and information as may be required by the Committee), have been first submitted to and approved in writing by the Design Review Committee, and by the Master Association Architectural Control Committee.

5.2.2. The Design Review Committee shall exercise its reasonable judgment to the end that all Improvements conform to and harmonize with the existing surroundings, residences, landscaping and structures.

5.2.3. In its review of such plans, specifications and other materials and information, the Design Review Committee may require the applicant(s) to reimburse the Committee for the actual expenses incurred in the review and approval process. Such amounts, if any, shall be levied in addition to the Assessment against the Unit for which the request for Design Review Committee approval was made, but shall be subject to the Association's lien for Assessments and subject to all other rights of the Association for the collection of such Assessments, as more fully provided in this Declaration.

5.2.4. In addition to the approvals provided for in this Article, the construction, erection, addition, deletion, change or installation of any Improvements shall also require the applicant to obtain the approval of all governmental entities with jurisdiction thereover and issuance of all required permits, licenses and approvals by all such entities. Without limiting the generality of the preceding sentence, issuance of building permit(s) by the Town of New Castle, Colorado, if required, shall be a precondition to commencement of any construction or alteration of, addition to or change in any Improvement.

Section 5.3. *Delegation (and Acceptance) of Design Review and Approval.*

5.3.1. The Declarant, during the time when the Declarant has the right to appoint the Design Review Committee, and the Board thereafter, may delegate any or all design review and/or approval functions that are provided for in this Declaration to any other architectural/design review committee, including without limitation the Master Association Architectural Control Committee, and may accept from any such architectural/design review committee(s), delegation of any or all review and/or approval functions of such architectural/design review committee(s). The Committee shall also have the right and authority to otherwise cooperate with any such architectural/design review committee in order to increase consistency or coordination, reduce costs, or as may otherwise be deemed appropriate or beneficial by the Executive Board in its sole discretion from time to time.

5.3.2. The party with the right to appoint the Design Review Committee may, at any time, determine to reclaim the delegated rights. To reclaim the delegated rights, written notice must be given to the governing body of the entity to whom delegation was made, that such right is being reclaimed by the Association, and the reclamation shall be effective upon receipt of the notice by the governing body of the entity to whom delegation was made. No delegation of design review and/or approval shall constitute a waiver of the right of design review and/or approval as provided in this Declaration.

5.3.3. The rights and duties under this Article may be delegated with conditions and restrictions that the entity accepting the delegation must follow.

Section 5.4. *Procedures.*

The Design Review Committee shall decide each request for approval within thirty (30) days after the complete submission of the plans, specifications and other materials and information which the Committee may require in conjunction therewith. If the Design Review Committee fails to decide any request within thirty (30) days after the complete submission of the plans, specifications, materials and other information with respect thereto, then the request for approval shall be deemed to have been denied by the Committee.

Section 5.5. *Vote and Appeal.*

A majority vote of the Design Review Committee is required to approve a request for approval pursuant to this Article, unless the Committee has appointed a representative to act for it, in which case the decision of such representative shall control. In the event a representative acting on behalf of the Design Review Committee denies a request for approval, then the Owner submitting the request for approval shall have the right to an appeal of such decision to the full Committee, upon a request therefor submitted to the Committee within thirty (30) days after such decision by the Committee's representative. Subsequent to conveyance by the Declarant of all of the property described on the attached Exhibits A, B and D, the Owner submitting the request for approval shall have the right to appeal a Design Review Committee decision to the Executive Board, upon a written request therefor submitted to the Executive Board by the Owner who submitted the approval request, within thirty (30) days after such decision by the Design Review Committee.

Section 5.6. *Prosecution of Work After Approval.*

After approval of any proposed Improvement by the Design Review Committee, the proposed Improvement shall be accomplished as promptly and diligently as possible and in complete conformity with the terms and conditions of the approval. Failure to complete the proposed Improvement within one (1) year after the date of approval of the application, or such lesser time as may be provided on the application for approval, or failure to complete the Improvement in complete conformance with terms and conditions of the approval, shall constitute noncompliance with the requirements for approval of Improvements by the Design Review Committee and a violation of this Article; provided, however, the Design Review Committee may, in its sole discretion, grant extensions of time for completion of any proposed Improvement(s).

Section 5.7. *Inspection of Work.*

The Design Review Committee or its duly authorized representative shall have the right to inspect any Improvement prior to, during or after completion in order to determine whether or not the proposed Improvement is being completed or has been completed in compliance with the approval granted by the Committee. However, unless the Committee expressly states, in a written document, that an Improvement is being or has been completed in conformance with the Design Review Committee approval therefor, no such conformance shall be implied from any inspection of the Improvement either during the work or after completion thereof.

Section 5.8. *Standards/Guidelines.*

Except as provided in the last sentence of this Section, the Design Review Committee, with the advice of the Executive Board, has the authority, at any time from time to time, to enact, issue, promulgate, modify, amend, repeal, re-enact, and enforce architectural standards, guidelines, rules and regulations to interpret and implement the provisions of this Declaration. Without limiting the generality of the foregoing, such provisions may contain guidelines to clarify the types of designs and materials that may be considered in design approval, may state requirements for submissions in order to obtain review by the Committee, may state procedural requirements, or may specify acceptable Improvement(s) that may be installed without the prior approval of the Committee. In addition, such provisions may provide for blanket approvals, interpretations or restrictions on Improvements. By way of example, and not by way of limitation, such provisions may state that a certain type of screen door will be acceptable and will not require approval. All Improvements proposed to be constructed, and any guidelines that are adopted, shall be done and used in accordance with this Declaration. After termination of the Declarant's right to appoint the members of the Design Review Committee, as provided in Section 5.1 of this Declaration (Composition of Committee; Authority of Representative), any new architectural standards, guidelines, rules and regulations or any modifications to existing architectural standards, guidelines, rules and regulations proposed by the Committee, shall not be effective until the same has been approved by the Executive Board.

Section 5.9. *Variance.*

The Design Review Committee may grant reasonable variances or adjustments from any conditions and restrictions imposed by this Article or Article 10 of this Declaration (Restrictions), in order to overcome practical difficulties or prevent unnecessary hardships arising by reason of the application of any such conditions and restrictions. Such variances or adjustments shall be granted only in case the granting thereof shall not be materially detrimental or injurious to the other property or improvements in the neighborhood and shall not militate against the general intent and purpose hereof.

Section 5.10. *Waivers; No Precedent.*

The approval or consent of the Design Review Committee, or any representative thereof, to any application for approval shall not be deemed to constitute a waiver of any right to withhold or deny approval or consent by the Committee or any representative thereof, as to any application or other matters whatsoever as to which approval or consent may subsequently or additionally be required. Nor shall any such approval or consent be deemed to constitute a precedent as to any other matter. The granting or denial of a variance or adjustment by the Design Review Committee, or any representative thereof, shall not be deemed to constitute a waiver of any right to grant or deny any other or future variance or adjustment by the Committee or any representative thereof, as to any other request for variance or adjustment or other matters whatsoever. Nor shall any such variance or adjustment be deemed to constitute a precedent as to any other matter.

Section 5.11. *Records.*

The Design Review Committee shall maintain written records of all applications submitted to it and all actions taken by it thereon for such period of time as may be determined by the

Executive Board from time to time and, subject to Section 3.9 of this Declaration (Association Books and Records), such records shall be available to Members for inspection at reasonable hours of the business day.

Section 5.12. *Liability.*

Neither the Design Review Committee nor any members thereof, shall be liable in equity or damages to any Person submitting requests for approval or to any Owner or other Person by reason of any action, failure to act, approval, disapproval, or failure to approve or disapprove in regard to any matter within their jurisdiction hereunder. In reviewing any matter, the Design Review Committee, shall not be responsible for the safety, whether structural or otherwise, of the Improvement(s) submitted for review, nor the conformance with applicable building codes or other governmental laws or regulations, nor any other matters, and any approval of an Improvement by the Design Review Committee shall not be deemed an approval of any of the same. No Member or other Person shall be a third party beneficiary of any obligation imposed upon, rights accorded to, action taken by, or approval or disapproval granted by the Design Review Committee.

Section 5.13. *Declarant's Exemption.*

Notwithstanding anything to the contrary, until automatic termination of the Special Declarant Rights as provided in Section 1.25 of this Declaration (Special Declarant Rights), the Declarant shall be exempt from the provisions of this Article 5 (Design Review) and Article VIII of the Master Declaration (Architectural Control Committee), except for the requirement to obtain approval from all governmental entities with jurisdiction thereover (as provided in Section 5.2.4 herein).

ARTICLE 6. INSURANCE

Section 6.1. *Insurance.*

The Association shall maintain insurance in connection with the Common Elements. The Association shall maintain insurance as required by applicable law or applicable regulation, including without limitation, the Act. Such insurance shall include, without limitation, property insurance and commercial general liability insurance. In addition, the Association may maintain insurance on such other property and/or against such other risks as the Executive Board may elect from time to time, including, but not limited to, fidelity coverage, personal liability insurance to protect directors and officers of the Association from personal liability in relation to their duties and responsibilities in acting as directors or officers on behalf of the Association, worker's compensation insurance, and such other insurance on such other property and/or against such other risks as the Executive Board may elect in its sole discretion from time to time.

Section 6.2. *Insurance on the Structures on Units.*

In addition to insurance in connection with the Common Elements as provided in the preceding subsection, the Executive Board or its agent may (but shall not be obligated to) obtain and maintain, to the extent that such insurance is reasonably available, considering the availability, cost and risk coverage provided by such insurance, a policy of property insurance covering the structure(s) located on each Unit, except for land, excavations, foundations and other matters normally excluded from property policies, in an amount not less than that necessary to comply with

any co-insurance percentage stipulated in the insurance policy. Said policy may include, without limitation, at the direction of the Board, coverage on basic interior surface finishes (basic floor coverings such as carpeting, dry wall and basic applications of paint to walls) and any fixtures and equipment (such as toilets, sinks, faucets, bathtubs, cabinets, utility meters, meter boxes and air conditioning compressors). Said policy shall contain a "Replacement Cost Endorsement" providing that any claim will be settled on a full replacement cost basis without deduction for depreciation, an "Inflation Guard Endorsement," an "Agreed Amount Endorsement," and may include other endorsement(s) as deemed appropriate by the Executive Board from time to time. Such insurance shall afford protection against at least the following:

6.2.1. loss or damage by fire and other perils normally covered by the standard extended coverage endorsement; and

6.2.2. such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including all perils normally covered by the standard "All Risk" endorsement, where such is available.

Section 6.3. *General Provisions of Insurance Policies.*

All policies of insurance carried by the Association shall comply with this Section. All policies of insurance carried by the Association shall be carried in blanket policy form naming the Association as insured, or its designee as trustee and attorney-in-fact for all Owners, and each Owner shall be an insured person under such policies with respect to liability arising out of any Owner's membership in the Association. The policy or policies shall contain a standard non-contributory Security Interest Holder's clause in favor of each Security Interest Holder and a provision that it cannot be canceled or materially altered by either the insured or the insurance company until at least thirty (30) days prior written notice thereof is given to the insured and each Security Interest Holder, insurer or guarantor of a Security Interest on the Unit insured by such insurance policy. The Association shall furnish a certified copy or duplicate original of such policy or renewal thereof, with proof of premium payment and a certificate identifying the interest of the Owner in question, to any party in interest, including Security Interest Holders, upon request. All policies of insurance carried by the Association shall also contain waivers of subrogation by the insurer against any Owner or member of such Owner's household. Further, all policies of insurance carried by the Association shall also contain waivers of any defense based on invalidity arising from any act or omission of an Owner where such Owner is not under the control of the Association.

Section 6.4. *Deductibles.*

The Association may adopt and establish written non-discriminatory rules and regulations or policies and procedures relating to the responsibility for deductibles. Any loss or any portion thereof, which falls within the deductible portion of a policy that is carried by the Association may, at the election of the Executive Board in its sole discretion: be borne by the Person who is responsible for the repair and maintenance of the property which is damaged or destroyed; be apportioned among the Persons sharing in a joint duty of repair and maintenance; and/or be partly or wholly borne by the Association and/or be shared by any such Person(s) and the Association. Notwithstanding the foregoing, after notice and hearing, the Association may determine that a loss, either in the form of a deductible to be paid by the Association or an uninsured loss, resulted from the act or omission of one or more Owners. Upon said determination by the Association, any such

loss or portion thereof may be assessed to the Owner(s) in question in such amount(s) as the Executive Board deems appropriate, and the Association may collect such amount(s) from said Owner(s) in the same manner as any Assessment.

Section 6.5. *Payment of Insurance Proceeds.*

Any loss covered by an insurance policy described in Section 6.1 (Insurance) or Section 6.2 (Insurance on the Structures on Units) of this Declaration must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any Security Interest Holder. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Owners and Security Interest Holders, as their interests may appear. Subject to the provisions of Section 7.1 of this Declaration (Damage or Destruction), the proceeds must be disbursed first for the repair or replacement of the damaged property; and the Association, Owners and Security Interest Holders are not entitled to receive payment of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely repaired or replaced and any budget or reserve deficit has been funded, or unless the Community is terminated.

Section 6.6. *Association Insurance as Primary Coverage.*

If at the time of any loss under any policy which is in the name of the Association, there is other insurance in the name of any Owner and such Owner's policy covers the same property or loss, or any portion thereof, which is covered by such Association policy, such Association policy shall be primary insurance not contributing with any of such other insurance. An Owner shall be liable to the Association for the amount of any diminution of insurance proceeds to the Association as a result of policies of insurance of an Owner, and the Association may collect the amount from said Owner in the same manner as any Assessment. Any such Owner's policy shall also contain waivers of subrogation.

Section 6.7. *Acceptable Insurance Companies.*

Each insurance policy purchased by the Association must be written by an insurance carrier which is authorized by law to do business in the State of Colorado. The Association shall not obtain any policy where (a) under the terms of the insurance company's charter, bylaws, or policy, contributions or assessments may be made against the mortgagor or mortgagee's designee, or (b) under the terms of the carrier's charter, bylaws, or policy, loss payments are contingent upon action by the carrier's board of directors, policy holders or members, or (c) the policy includes any limiting clauses (other than insurance conditions) which could prevent mortgagees or any Owner from collecting insurance proceeds.

Section 6.8. *Insurance to be Maintained by Owners.*

Any insurance policy issued to the Association does not eliminate the need for Owners to obtain insurance for their own benefit. Insurance coverage on each Owner's Unit and the Improvements thereon (unless and to the extent the same are insured by the Association in its sole discretion), as well as on all the furnishings and personal property belonging to an Owner, including without limitation, basement finishes and upgrades added to the dwelling unit at the time of purchase or after, and public liability insurance coverage on each Unit, shall be the responsibility of

the Owner of such Unit. Owners shall also be responsible for obtaining any policies of title insurance required in connection with any sale of a Unit other than the purchase by the initial Owner(s) from the Declarant.

ARTICLE 7. DAMAGE OR DESTRUCTION

Section 7.1. *Damage or Destruction.*

7.1.1. Any portion of the Community for which casualty insurance is required to be carried by the Association under this Declaration and which is damaged or destroyed, must be repaired or replaced promptly by the Association except as may otherwise be provided in the Act.

7.1.2. The cost of repair or replacement that is covered by insurance carried by the Association, but which is in excess of insurance proceeds and reserves is an Association expense. If the entire Community is not repaired or replaced, the insurance proceeds attributable thereto must be used to restore the damaged area to a condition compatible with the remainder of the Community, and except to the extent that other Persons will be distributees, the remainder of the proceeds must be distributed to all the Owners or lienholders, as their interests may appear, in proportion to the Allocated Interests.

Section 7.2. *Units.*

Except as provided in Section 7.1 of this Declaration (Damage or Destruction), any damage to or destruction of any structure located on a Unit shall be promptly repaired and replaced by the Owner thereof. "Repaired and replaced," as used in this Section, shall mean restoring the structure to substantially the same condition in which it existed immediately prior to such damage or destruction, including having the same boundaries as before. If the Owner(s) of a Unit do not commence repair or replacement activities within a reasonable time, as provided above, and diligently pursue the same in conformance with the plans approved by the Design Review Committee, then the Association may, in its reasonable sole discretion, after providing the notice required in Section 8.3 of this Declaration (Association's Right to Maintain, Repair and Replace) enter upon the Unit and complete such repair or replacement. Except as provided in Section 8.5 of this Declaration (Acts or Omissions), the cost of such repair or replacement shall be the personal obligation of the Owner(s) of the Unit on which such work was performed, and shall be subject to the terms and provisions of Article 4 of this Declaration (Assessments). If the Members vote not to rebuild the home on any Unit, that Unit's Allocated Interests are automatically reallocated as if the Unit had been condemned as provided in Section 14.13 of this Declaration (Eminent Domain), and the Association promptly shall prepare, execute and record an amendment to the Declaration reflecting such reallocations.

ARTICLE 8. EXTERIOR MAINTENANCE

Section 8.1. *General.*

8.1.1. Maintenance, repair and replacement of the Common Elements, Improvements located thereon, and of any drainage structure or facilities, or other public Improvements required by the local governmental entity as a condition of development of the Community or any part thereof, shall be the responsibility of the Association unless such

Improvements have been dedicated to and accepted by the local governmental entity for the purpose of maintenance, repair and replacement or unless such maintenance, repair and replacement has been authorized by law to be performed by a special district or other municipal or quasi-municipal entity. The Town of New Castle has the right, but not the obligation, to maintain all Common Elements and maintain, repair, and replace all Improvements located thereon, including drainage structures, and the right to use the Common Elements for snow storage. The Association shall also maintain, repair and replace fences installed by the Declarant in the Community (including any rear yard fences on Units). Further, the Association may provide such other maintenance, repair and replacement as the Executive Board deems appropriate from time to time including without limitation, publicly-dedicated property and Improvements located thereon. The costs, expenses, fees, and other amounts to be expended for the maintenance, repair and replacement that is provided for in this subsection shall, subject to Section 8.5 of this Declaration (Acts or Omissions), be collected by the Association as Assessments as provided in Article 4 of this Declaration (Assessments).

8.1.2. The Association shall provide snow removal from the driveway and sidewalk(s) of each Unit (excluding porches and patios). Further, the Association shall water and provide maintenance, repair and replacement of the landscaping on the front and rear yards of the Units installed by the Declarant, , and shall provide maintenance, repair and replacement of the rear yard fences installed by the Declarant. The costs, expenses, fees, and other amounts expended for the maintenance, repair and replacement that is provided for in this subsection shall, subject to Section 8.5 of this Declaration (Acts or Omissions), be collected by the Association as Assessments as provided in Article 4 of this Declaration (Assessments).

8.1.3. The Association shall also maintain, repair and replace the exteriors of the dwelling units now or hereafter located on Units, as follows (to the extent that such are applicable): paint or stain; replacement and care of roofs, gutters, downspouts, exterior building surfaces, and railings around any decks and patios; provided, however, that such exterior maintenance, repair and replacement shall not include exterior doors or garage doors, except painting or staining, and shall also not include sidewalks (except snow removal, as provided above), foundations, patios, porches, decks, air-conditioning compressors, exterior light fixtures, windows or window screens, or glass surfaces. The costs, expenses, fees, and other amounts expended for the maintenance, repair and replacement that is provided for in this subsection shall, subject to Section 8.5 of this Declaration (Acts or Omissions), be collected by the Association as Assessments as provided in Article 4 of this Declaration (Assessments).

8.1.4. The extent, degree and timing of Association-provided watering and snow removal, and of Association-provided maintenance, repair and replacement, including without limitation watering of landscaping and maintenance, repair and replacement of front and rear yard landscaping and of rear yard fences, shall be determined, from time to time, by the Executive Board in its sole discretion. In no event shall the Association be responsible for removal of, or damage caused to any Person or property by, ice or the build-up of ice in the Community or any portion(s) thereof.

8.1.5. Except as provided in subsections 8.1.1, 8.1.2, 8.1.3 and 8.1.4, above, the maintenance, repair and replacement of each Unit, and the Improvements thereon, shall be performed by the Owner(s) thereof at such Owner's sole cost and expense. However, the foregoing is subject to the provisions of Section 8.3 (Association's Right to Maintain, Repair and Replace) and Section 8.5 of this Declaration (Acts or Omissions).

Section 8.2. *Changed or Added Improvements.*

Any Improvement which has been changed, altered or modified by or for an Owner or occupant of a Unit shall be maintained, repaired and replaced by such Owner to the extent of the change, alteration or modification. If the Improvement is newly constructed, erected, placed, planted, applied or installed by an Owner or occupant of a Unit, then the entirety of such Improvement shall be maintained, repaired and replaced by the Owner of such Unit. However, the Executive Board may at any time, by resolution, elect to have the Association provide such maintenance, repair or replacement; provided that any such resolution shall be subject to being repealed, revoked, modified, changed or altered, at any time, from time to time, by the Board.

Section 8.3. *Association's Right to Maintain, Repair and Replace.*

In the event any Owner(s) shall fail to perform his maintenance, repair and/or replacement obligations in a manner satisfactory to the Executive Board, the Association may, if said failure continues for a fifteen (15) day period after written notice to said Owner(s) by the Board, enter upon said Unit subsequent to the expiration of said fifteen (15) day period to perform any or all of such maintenance, repair and/or replacement. Notwithstanding the foregoing, no notice shall be required in emergency situations. The cost of such maintenance, repair and/or replacement shall be the personal obligation of the Owner(s) of the Unit on which such work is performed, and shall be subject to all of the terms and provisions applicable to Assessments as provided in Article 4 of this Declaration (Assessments), including, without limitation, interest, late charges and lien rights.

Section 8.4. *Non-Interference with Grade and Drainage.*

Each Owner agrees, for himself and his successors and assigns, that he will not in any way interfere with or obstruct the established drainage pattern over any real property from adjoining or other real property. In the event that any Person wishes to change the established drainage over any property in the Community, then such Person shall submit a plan to the Design Review Committee for its review and approval in accordance with Article 5 of this Declaration (Design Review) and to the Master Association Architectural Control Committee in accordance with Article VIII of the Master Declaration (Architectural Control Committee), and any such change shall also be made in accordance with all laws, regulations and resolutions of any applicable governmental entities. For purposes of this Section, "established drainage" is defined as the drainage which exists at the time final grading by the Declarant is completed.

Section 8.5. *Acts or Omissions.*

Notwithstanding anything to the contrary contained in this Declaration, in the event that the need for maintenance, repair or replacement of the Common Elements, a Unit, or any Improvements located thereon, is caused by the act or omission of any Owner, or by the act or omission of any member of such Owner's family or by a tenant, guest or invitee of such Owner, the cost of such repair, maintenance, replacement or expense to avoid such damage shall be the

personal obligation of such Owner to the extent that said Owner would be liable for the acts of such Persons under the laws of the State of Colorado; and any costs, expenses and fees incurred by the Association for such maintenance, repair or replacement shall be added to the Assessment to which such Owner's Unit is subject and shall be subject to all of the terms and provisions of Article 4 of this Declaration (Assessments). A determination of the act or omission of any Owner, or any member of an Owner's family or a tenant, guest or invitee of any Owner, and the amount of the Owner's liability therefor, shall be determined by the Executive Board at a hearing after notice to the Owner.

Section 8.6. *Landscaping Warranties; Turnover of Landscaping.*

8.6.1. As part of completion of the Community, the Declarant is having initial landscaping installed on some of the Common Elements and on the front and rear yards of the Units. Such landscaping will be installed by a landscaping installer who will, incidental to such installation, issue separate written warranties to the Declarant on the landscaping installed by such installer ("Landscape Warranty"). The Declarant is not providing a separate warranty on landscaping. Except as provided in subsection 8.6.2 below, any claim under any Landscape Warranty will be handled by the Association to the Declarant, and any questions or concerns regarding the landscaping materials, installation, or any other matters related to landscaping will be raised with the Association, and the Association will take up such issue(s) with the Declarant.

8.6.2. Upon or immediately following installation of landscaping on any Common Elements and on the front and rear yards of the Units, a walk-through shall be conducted of such landscaping by the Declarant, the Executive Board (or by a committee, such as a landscape committee, designated by the Board), the managing agent of the Association, and perhaps the landscape installer. The purpose of the walk-through will be to determine the acceptability of such landscaping to the Association, to note any deficiencies or concerns that must be remedied by the landscape installer under the applicable Landscape Warranty, and to set the ending date of the one (1) year Landscape Warranty provided by the landscape installer on such landscaping. A punch list of matters or concerns to be remedied by the landscape installer will be prepared at such walk-through for delivery to the Declarant. Except as provided in such punch list, the inspected landscaping will be deemed to have been accepted by the Association subject to the Landscape Warranty on such landscaping.

ARTICLE 9. EASEMENTS

Section 9.1. *Other Easements.*

In addition to any other easements which may be granted or reserved elsewhere in this Declaration or by law, the following Sections of this Article describe easements to which the Community is or may be subject.

Section 9.2. *Access Easement.*

Each Owner hereby grants: to the Association and the other Owners, and to their agents and employees and contractors, a right and easement on, over, across and through such Owner's Unit for

maintenance, repair, replacement and design review as provided in this Declaration and the Master Declaration; to utility companies, their contractors, agents and employees, for access to, inspection, maintenance, repair and replacement of utility lines, meters and appurtenances; and to the Association for and incidental to enforcement of any term or provision of any of the Governing Documents. If damage is inflicted, or a strong likelihood exists that it will be inflicted, on the Common Elements, any other property, or any Unit, the Owner responsible for the damage or expense to avoid damage, or the Association if it is responsible, is liable for the cost of prompt repair or avoidance. Further, the rights and easements granted in this Section may be exercised only during reasonable hours after reasonable notice to the Owner(s) or occupant(s) of any affected Unit; except that no such notice shall be required in connection with any exterior, non-intrusive maintenance; and except that in emergency situations entry upon a Unit may be made at any time provided that the Owner(s) or occupant(s) of each affected Unit shall be notified of emergency entry as early as is reasonably possible. The interior of any dwelling unit shall not be subject to the easements provided for in this Section.

Section 9.3. *Utilities Easement.*

The Declarant hereby reserves a blanket easement upon, across, over and under the Common Elements for utilities and the installation, replacement, repair and maintenance of utilities, including, but not limited to, water, sewer, gas, telephone, electricity, computer cable, and master television antenna or cable or satellite television systems, if any. By virtue of this blanket easement it shall be expressly permissible to erect and maintain the necessary facilities, equipment and appurtenances on the Common Elements and to affix, repair, and maintain water and sewer pipes, gas, electric, telephone, computer and television wires, cables, circuits, conduits and meters. In the event any utility or quasi-utility company furnishing a service covered by the general easement created herein requests a specific easement by separate recordable document, Declarant reserves and is hereby given the right and authority to grant such easement upon, across, over or under any part or all of the Common Elements without conflicting with the terms hereof; provided, however, that such right and authority in the Declarant shall automatically cease at such time as the Special Declarant Rights terminate as provided in Section 1.25 of this Declaration (Special Declarant Rights), at which time said reserved right shall vest in the Association. The easement provided for in this Section shall in no way affect, avoid, extinguish or modify any other recorded easement(s) on the Common Elements.

Section 9.4. *Easement for Encroachments.*

To the extent that any Improvement on a Unit, or on the Common Elements encroaches on any other Unit or Common Elements, a valid easement for the encroachment exists.

Section 9.5. *Drainage Easement.*

In addition to those easements shown on the plat(s) of the Community, Declarant hereby reserves, to itself and to the Association, easements for drainage and drainage facilities across the five (5) rear and five (5) side feet of each Unit; provided, however, that if a residence or garage is located on any of the areas described in this sentence, then such easement shall be reduced in width to the width of the distance from the nearest lot line of such Unit to the nearest exterior wall of the residence or garage on such Unit. No Improvements shall be placed or permitted to remain on any Unit nor shall any change in grading be permitted to exist which may change the direction of flow

or obstruct or retard the flow of water through channels or swales within such rear and side yard drainage easements. Declarant reserves to itself and to the Association the right to enter in and upon each such rear and side yard drainage easements, at any time, to construct, repair, replace or change drainage structures or to perform such grading, drainage or corrective work as Declarant or the Association may deem necessary or desirable in their sole discretion from time to time; provided, however, that such right and authority in the Declarant shall automatically cease at such time as the Special Declarant Rights terminate as provided in Section 1.25 of this Declaration (Special Declarant Rights), at which time said reserved right shall vest solely in the Association.

Section 9.6. *Easement for Unannexed Property.*

The Declarant hereby reserves, for the use and benefit of the Annexable Area, a non-exclusive, perpetual easement and right of way on, over, across and under the Common Elements for access, ingress and egress and for utilities and the construction, location, erection, installation, storage, maintenance, repair, renovation, replacement and use of any utilities Improvements that may now or hereafter serve the Annexable Area or any portion thereof (herein collectively the "Annexable Area Easement"). By virtue of this Annexable Area Easement, the Declarant generally intends to provide for access and for utilities services to those portion(s) of the Annexable Area which have not been included, from time to time, in the Community pursuant to Section 14.4 of this Declaration (Annexation; Withdrawal). Hence, the Annexable Area Easement shall be in effect for each portion of the Annexable Area, from and after recording of this Declaration, but shall cease to be effective as to each portion of the Annexable Area at such time as both of the following have occurred with respect to such portion of the Annexable Area: annexation of such portion of the Annexable Area to this Declaration; and expiration of the Declarant's right to withdraw such portion of the Annexable Area from this Declaration.

ARTICLE 10. RESTRICTIONS

Section 10.1. *General Plan.*

It is the intention of the Declarant to establish and impose a general plan for the improvement, development, use and occupancy of the Community or portions thereof. The use of individual Units may also be subject to lease terms or other restrictions more restrictive than this Article, which may be adopted by the Owner of such Unit.

Section 10.2. *Restrictions Imposed.*

The Community is subject to the recorded easements, licenses, and other matters listed on Exhibit C attached hereto and incorporated herein by this reference. In addition, the Declarant declares that all of the Community shall be held and shall henceforth be sold, conveyed, used, improved, occupied, owned, resided upon and hypothecated, subject to the following provisions, conditions, limitations, restrictions, agreements and covenants, as well as those contained elsewhere in this Declaration. Further, no immoral, improper, offensive or unlawful use shall be permitted in the Community or any portion thereof. All laws, ordinances and regulations of all governmental bodies having jurisdiction over the Community, or any portion thereof, shall be observed.

Section 10.3. *Residential Use; Certain Permitted Business Activities.*

Subject to Section 14.7 of this Declaration (Declarant's Use), Units shall be used for residential use only, including uses which are customarily incident thereto, and shall not be used at any time for business, commercial or professional purposes. Notwithstanding the foregoing, however, the Owners or tenants of Units may conduct business activities within their homes provided that all of the following conditions are satisfied:

10.3.1. The business conducted is clearly secondary to the residential use of the home and is conducted entirely within the home;

10.3.2. The existence or operation of the business is not detectable from outside of the home by sight, sound, smell or otherwise, or by the existence of one or more signs indicating that a business is being conducted;

10.3.3. The business does not result in an undue volume of traffic or parking within the Community, which determination may be made by the Executive Board in its sole discretion from time to time;

10.3.4. The business conforms to all zoning requirements and is lawful in nature; and

10.3.5. The business conforms to any rules and regulations and policies and procedures that may be imposed by the Executive Board from time to time.

Section 10.4. *Household Pets.*

No animals, livestock, birds, poultry, reptiles or insects of any kind shall be raised, bred, kept or boarded in the Community; provided, however, that the Owners of each Unit may keep a reasonable number of bona fide household pets (including dogs, cats or other domestic animals), so long as such pets are not kept for any commercial purpose and are not kept in such number or manner as to create a nuisance to any resident of the Community. The Association shall have, and is hereby given, the right and authority to: set a size or poundage limit on pets; regulate the type(s) of pets that are permitted to be kept; determine in its sole discretion that one or more dogs, cats or other household pets are being kept for commercial purposes or are being kept in such number or in such manner as to be unreasonable or to create a nuisance; determine that an Owner is in violation of the leash laws of the applicable jurisdiction or other applicable governmental laws, ordinances, or other provisions related to pets; or determine that an Owner is otherwise in violation of the provisions of this Section, and to take such action(s) as it may deem appropriate to correct the same. An Owner's right to keep household pets shall be coupled with the responsibility to pay for any damage caused by such pets, as well as any costs incurred by the Association as a result of such pets, and any such costs and damages shall be subject to all of the Association's rights with respect to the collection and enforcement of Assessments as provided in Article 4 of this Declaration (Assessments).

Section 10.5. *Temporary Structures; Unsightly Conditions.*

Except as hereinafter provided, no structure of a temporary character, including, but not limited to, a house trailer, tent, shack, storage structure, or outbuilding shall be placed or erected in

the Community (except by the Association on the Common Elements); provided, however, that during the actual construction, alteration, repair or remodeling of a structure or other Improvements, necessary temporary structures for storage of materials may be erected and maintained by the Declarant or Person doing such work. The work of constructing, altering or remodeling any structure or other Improvements shall be prosecuted diligently from the commencement thereof until the completion thereof. Further, no unsightly conditions, structures, facilities, equipment or objects shall be so located in the Community so as to be visible from a street or from any other portion of the Community.

Section 10.6. *Miscellaneous Improvements.*

10.6.1. No advertising or signs of any character shall be erected, placed, permitted, or maintained on any Unit other than a name plate of the occupant and a street number, and except for a "For Sale," "Open House," "For Rent," or security sign of not more than five (5) square feet in the aggregate; and such other signs, for such length(s) of time, which have the prior written approval of the Committee or are otherwise expressly permitted by law. Notwithstanding the foregoing, reasonable signs, advertising, or billboards used by the Declarant in connection with the sale or rental of the Unit(s) or otherwise in connection with development and construction, shall be permissible.

10.6.2. No clotheslines, chain-linked dog runs, drying yards, service yards, wood piles or storage areas shall be permitted in the Community.

10.6.3. No type of refrigerating, cooling or heating apparatus shall be permitted on a roof. Further, no such apparatus shall be permitted elsewhere, except when approved by the Design Review Committee in accordance with Article 5 of this Declaration, and by the Master Association Architectural Control Committee in accordance with Article VIII of the Master Declaration. Without limiting the foregoing, conventional air conditioning units located on the ground of a Unit are permissible when approved in accordance with the preceding sentence.

10.6.4. Except as may otherwise be permitted by the Design Review Committee, no exterior radio antenna, television antenna, or other antenna, satellite dish, or audio or visual reception device of any type shall be placed, erected or maintained on any Unit, except inside a residence or otherwise concealed from view; provided, however, that any such devices may be erected or installed by the Declarant during sales or construction; and provided further, however, that the requirements of this subsection shall be subject to the Telecommunications Act of 1996 and applicable regulations, as amended from time to time.

10.6.5. No fences shall be permitted unless first approved in writing by the Design Review Committee, except such fences as may be constructed, installed or located by the Declarant in its development or construction of Improvements in the Community.

10.6.6. No wind generators shall be constructed, installed, erected or maintained in the Community.

10.6.7. This Section 10.6 shall be construed and applied in accordance with all applicable laws, including without limitation the Act.

Section 10.7. *Vehicular Parking, Storage and Repairs.*

10.7.1. No house trailer, camping trailer, boat trailer, hauling trailer, boat, or accessories thereto, truck (larger than 1 ton), motor home, snowmobile, jet ski, all terrain vehicle, self-contained motorized recreational vehicle, or other type of commercial or recreational vehicle or equipment, may be parked or stored in the Community, or parked or stored elsewhere in such a manner as to be visible from the ground level of any Unit, unless such parking or storage is entirely within the garage on a Unit, except that any such vehicle may be otherwise parked as a temporary expedient for loading, delivery, or emergency. This restriction, however, shall not restrict trucks or other commercial vehicles which are necessary for construction or for the maintenance of any portion of the Community or any Improvements located thereon. For the purposes of this Section, "temporary expedient" shall mean a period of time not to exceed forty-eight (48) hours or such lesser or greater time period as the Executive Board may determine from time to time in its sole discretion.

10.7.2. Except as hereinabove provided, no abandoned or inoperable automobiles or vehicles of any kind shall be stored or parked in the Community. An "abandoned or inoperable vehicle" shall be defined as any automobile, truck, motorcycle, or other similar vehicle, which has not been driven under its own propulsion for a period of seventy-two (72) hours or longer, or which does not have an operable propulsion system installed therein, or which is not then currently licensed and registered; provided, however, that otherwise permitted vehicles parked by Owners while on vacation (for a maximum of two (2) weeks) or during a period of illness shall not be deemed to be abandoned.

10.7.3. In the event the Association shall determine that a vehicle is parked or stored in violation of subsections 10.7.1 or 10.7.2 of this Section, then a written notice of such violation describing said vehicle shall be delivered personally (including delivery by telefax) or by United States mail, first class postage prepaid, to the Owner of the Unit, and if the vehicle is not removed within a reasonable time thereafter, as determined by the Association in its sole discretion from time to time, a written notice stating that the vehicle will be towed shall be delivered personally to the owner of such vehicle (if such owner can be reasonably ascertained) or shall be conspicuously placed upon the vehicle (if the owner thereof cannot be reasonably ascertained) and the Association shall have the right to remove the vehicle at the sole expense of the owner of such vehicle.

10.7.4. No activity such as, but not limited to, maintenance, repair, rebuilding, dismantling, repainting or servicing of any kind of vehicles, trailers or boats, may be performed or conducted in the Community unless it is done within a completely enclosed structure(s) which screen the sight and sound of the activity from the Units and Common Elements. The foregoing restriction shall not be deemed to prevent, on a Unit, washing and polishing of any motor vehicle, boat, trailer, motor-driven cycle, or other vehicle, together with those activities normally incident and necessary to such washing and polishing.

10.7.5. The Town of New Castle shall have the right, but not the obligation, to enforce the provisions of this section. However, this provision does not give the Town the right to charge the Association for performing this service.

10.7.6. This Section 10.7 shall be construed and applied in accordance with all applicable laws, including without limitation the Act.

Section 10.8. *Nuisances.*

No nuisance shall be permitted in the Community nor any use, activity or practice which is a source of annoyance or embarrassment to, or which offends or disturbs the occupant of any Unit or which interferes with the peaceful enjoyment or possession and proper use of any Unit, or any portion thereof. As used herein, the term "nuisance" shall include each violation of the Governing Documents, but shall not include any activities of Declarant which are incidental to the development and construction of, and sales activities in, the Community. No noxious or offensive activity shall be carried on in the Community nor shall anything be done or placed in the Community which is or may become a nuisance or cause embarrassment, disturbance or annoyance to others. The Town of New Castle shall have the right, but not the obligation, to enforce the provisions of this paragraph. However, this provision does not give the Town the right to charge the Association for performing this service.

Section 10.9. *No Hazardous Activities; No Hazardous Materials or Chemicals.*

No activities shall be conducted in the Community, or within Improvements constructed in the Community, which are or might be unsafe or hazardous to any natural person or property. Without limiting the generality of the foregoing, no firearms shall be discharged and no open fires shall be lighted or permitted except in a contained barbecue unit while attended and in use for cooking purposes or within an interior fireplace, except that outdoor fire pits will be permitted if the same are in compliance with all applicable laws, ordinances and regulations. Further, no hazardous materials or chemicals shall at any time be located, kept or stored, in, on or at any Unit, except such as may be kept in such limited quantities so as to not constitute a hazard or danger to any natural person or property and in accordance with all applicable laws, ordinances and regulations regarding allowable quantities of hazardous materials or chemicals. The Town of New Castle shall have the right, but not the obligation, to enforce the provisions of this paragraph. However, this provision does not give the Town the right to charge the Association for performing this service.

Section 10.10. *No Annoying Light, Sounds or Odors.*

No light shall be emitted which is unreasonably bright or causes unreasonable glare; no sound shall be emitted which is unreasonably loud or annoying; and no odor shall be permitted which is noxious or offensive to others. Any exterior lighting installed or maintained on a Unit or Improvements(s) shall either be indirect or of such controlled focus and intensity so as not to disturb the residents of any adjacent or nearby property. Further, no annoying light, sound or odor shall be permitted which may be seen, heard or smelled.

Section 10.11. *Restrictions on Trash and Materials.*

No refuse, garbage, trash, lumber, grass, shrubs or tree clippings, plant waste, metal, bulk materials, scrap or debris of any kind shall be kept, stored, or allowed to accumulate except inside a

structure on any Unit nor shall any such items be deposited on a street, unless placed in a suitable, tightly-covered container that is suitably located solely for the purpose of garbage pickup; provided, however, that no such container may be visible from any other Unit or the Common Elements except on the day of garbage pickup. Further, no trash or materials shall be permitted to accumulate in such a manner as to be visible from any Unit. All equipment for the storage or disposal of trash shall be kept in a clean and sanitary condition. No garbage or trash cans or receptacles shall be maintained in an exposed or unsightly manner. Trash removal is the responsibility of each Owner. However, the Association may, at the election of the Executive Board, provide trash removal services for any portions of the Community. The scope of trash removal services that may be provided by the Association may be determined by the Executive Board in its sole discretion (e.g., the Board may elect to provide and use Assessments to pay for all regularly scheduled trash pickups, but require each Owner to be responsible for scheduling, and paying for, any extraordinary trash pick-ups and/or recycling services). The Town of New Castle shall have the right, but not the obligation, to enforce the provisions of this paragraph. However, this provision does not give the Town the right to charge the Association for performing this service.

Section 10.12. *Units to Be Maintained.*

Subject to Section 10.5 of this Declaration (Temporary Structures; Unsightly Conditions), each Unit shall at all times be kept in a clean, sightly and wholesome condition by the Owner of such Unit. No trash, litter, junk, boxes, containers, bottles, cans, implements or machinery shall be permitted to remain upon any Unit except as necessary during the period of construction or as provided in Section 10.11 of this Declaration (Restrictions on Trash and Materials).

Section 10.13. *Leases.*

The term "lease," as used herein, shall include any agreement for the leasing or rental of a Unit, Improvements thereon, or any portion thereof, and shall specifically include, without limitation, any subleases. Any Owner shall have the right to lease his Unit, or any portion thereof, under the following conditions:

10.13.1. All leases shall be in writing, and notice of the lease, including the name of the tenant(s) and the duration of the lease, shall be delivered to the Executive Board or the Association's managing agent, if any, within thirty (30) days after such lease has been signed by the lessor and the lessee; and

10.13.2. All leases shall provide that the terms of the lease and lessee's occupancy of the leased premises shall be subject in all respects to the Governing Documents; and that any failure by the lessee to comply with any of the aforesaid documents, in any respect, shall be a default under the lease; and

10.13.3. All leases shall be for a term of no less than six (6) months.

Section 10.14. *Restrictions on Mining or Drilling.*

No property within the Community shall be used for the purpose of mining, quarrying, drilling, boring or exploring for or removing oil, gas or other hydrocarbons, minerals, rocks, stones, gravel or earth.

Section 10.15. *Raw Water (Non-Potable Water)*

10.15.1. The Declarant is providing a raw water system of non-potable water ("Raw Water") for irrigation in the Community. Raw Water should not be used as drinking water or for any use which might result in consumption of the same. Each Owner is solely responsible for any adverse consequences or reaction from consumption of any Raw Water by the Owner, a member of the Owner's family, a tenant, a guest, or invitee of such Owner, or any animal(s) (such as dogs or cats) for which such Owner is responsible. The Declarant, Association, Board of Directors, and the Town of New Castle, Colorado ("Town"), and their respective officers, directors, members, partners, agents and employees, shall have no responsibility for the safety of any Persons or property with respect to Raw Water and hereby disclaim any such responsibility. The waiver and release set forth in Section 14.18 of this Declaration shall apply to this Section 10.15.

10.15.2. Any outside use of potable water is strictly prohibited. This restriction on use applies when the Raw Water system is operational and during periods, not to exceed three (3) days when the Raw Water system is shut down for maintenance or repair purposes. If the Raw Water system is shut down for a period exceeding three (3) days, then users may commence outside use of potable water, subject to payment for such use pursuant to the Town's potable water rates; provided, however, that any outside use of potable water must stop and shall be prohibited once the Raw Water system becomes operational again and provided, further, that the period of outside use of potable water shall not exceed thirty (30) days in duration.

10.15.3. The provisions of this Section 10.15 regarding Raw Water may not be revoked, amended or modified without the Town's consent and approval .

Section 10.16. *Compliance with Master Declaration and Master Association Architectural Control Committee.*

All Owners and any other Persons who reside upon or use any portion of the Community shall comply with all terms and provisions of the Master Declaration, the Articles of Incorporation, Bylaws and rules and regulations of the Master Association, as the same may be promulgated, enacted, adopted, amended, interpreted, repealed, reenacted, and enforced, from time to time. Without limiting the generality of the foregoing, all Owners and other Persons who reside upon or use any portion of the Community shall comply with all submission, processing, and other requirements of the Master Association Architectural Control Committee, and the terms and provisions of the Master Declaration, the Articles of Incorporation, Bylaws and rules and regulations of the Master Association.

ARTICLE 11. PARTY WALLS

Section 11.1. *Definition.*

For purposes of this Article, "Party Wall" means: any wall which is part of the original construction of the structures located on the Lots as such wall(s) may be repaired or reconstructed from time to time, is placed on or immediately adjacent to a Lot's lot line, and separates two (2) or more structures as a common wall. Without limiting the generality of the foregoing, "Party Wall"

includes any two walls which meet the foregoing criteria and which are separated by a small amount of air space.

Section 11.2. *General Rules of Law to Apply.*

To the extent not inconsistent with the provisions of this Article, the general rules of law regarding Party Walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

Section 11.3. *Sharing of Repair and Maintenance.*

The cost of reasonable repair and maintenance of a Party Wall shall be shared equally by the Members of the two Lots on either side of the Party Wall, except as otherwise provided in this Declaration; provided, however, that the cost of repair and replacement of the finished surface of a Party Wall that is located within a residence shall be at the sole cost and expense of the Owner of the Lot on which such residence is located.

Section 11.4. *Destruction by Fire or Other Casualty.*

If a Party Wall is destroyed or damaged by fire or other casualty, any Owner of a Lot on which such Party Wall is or was located may restore it. Except as otherwise provided in this Declaration, the Members of the Lots that share such Party Wall shall share equally the costs and expenses of such restoration. Without limiting the generality of the foregoing, any Member may call for a larger contribution from one or more others under any rule of law regarding liability for negligent or willful acts or omissions.

Section 11.5. *Weatherproofing.*

Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes a Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

Section 11.6. *Right to Contribution Runs with Land.*

The right of any Member to contribution from any other Member under this Article shall be appurtenant to and run with the land and shall pass to such Member's successors in title to the Lot to which such Member's membership pertains.

Section 11.7. *Rights of Owners.*

The Owners of each Lot with a Party Wall shall have the following rights:

11.7.1. A perpetual and reciprocal easement in and to that part of the adjacent Lot on which such Party Wall is located, for Party Wall purposes only, including mutual support, maintenance, repair and inspection. For the purposes of repairing or maintaining a Party Wall, the Owners of each Lot with a Party Wall are granted the right to enter onto the adjacent Lot which has the same Party Wall and to go inside any residence or other Improvements thereon to do work necessary in the exercise of rights provided herein at all

reasonable times after reasonable notice to the occupants of such adjacent Lot, or immediately in the event of an emergency.

11.7.2. After reasonable notice to the occupants of the adjacent Lot on which a Party Wall is located, the Owner of a Lot which has such Party Wall thereon shall have the right to break through an appurtenant Party Wall for the purposes of repairing or restoring sewer, water, or other utilities located within such Party Wall, subject to the obligation to restore such Party Wall to its previous structural condition at the sole cost and expense of the Owner who effectuates such breakage.

Section 11.8. *Arbitration.*

In the event of any dispute arising concerning a Party Wall, under the provisions of this Article, such dispute shall be resolved as follows unless such dispute is subject to Article 13 of this Declaration (Dispute Resolution): each party shall choose one arbitrator, and such arbitrators shall choose one additional arbitrator, and the decision shall be by a majority of all the arbitrators. Should any party fail or refuse to appoint an arbitrator within ten (10) days after written request therefor by the Member with whom such party shares a Party Wall, the Board shall select an arbitrator for the refusing party. The parties to the arbitration shall share the costs thereof, but each party shall pay its own attorneys' fees.

ARTICLE 12. PROPERTY RIGHTS IN THE COMMON ELEMENTS

Section 12.1. *Owners' Easements of Enjoyment.*

Subject to this Declaration, every Owner shall have a non-exclusive right and easement for the purpose of access to such Owner's Unit and for use for all other purposes, in and to the Common Elements, and such easement shall be appurtenant to and shall pass with the title to every Unit.

Section 12.2. *Extent of Owners' Easements.*

Subject to the other provisions of this Declaration, the rights and easements of enjoyment created hereby are subject to the following: the Common Elements may not be used in any manner which violates the statutes, rules, or regulations of any governmental authority with jurisdiction over the Common Elements; and no Owner (other than Declarant as provided in this Declaration) may place any structure on the Common Elements. In addition, such rights and easements are subject to the following rights of the Association:

12.2.1. The right of the Association to borrow money for the purpose of improving the Common Elements and to mortgage said property as security for any such loan; provided, however, that the Association may not subject any portion of the Common Elements to a Security Interest except in accordance with the Act; and

12.2.2. The right of the Association to take such steps as are reasonably necessary to protect the Common Elements against foreclosure; and

12.2.3. The right of the Association to promulgate and publish standards, guidelines, rules and regulations or policies and procedures, with which each Member shall strictly comply; and

12.2.4. The right of the Association to suspend the voting rights of a Member for any period during which any Assessment against such Member's Unit or any other amounts due from such Member to the Association remains unpaid and, for a period not to exceed sixty (60) days, for any infraction of the Governing Documents; and

12.2.5. The right of the Association to dedicate or transfer all or any part of the Common Elements to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members, provided that no such dedication or transfer shall be effective unless the same is done in accordance with the Act. Notwithstanding the foregoing, the granting of permits, licenses and easements for utilities, roads or for other purposes reasonably necessary or useful for the proper maintenance or operation of the Community shall not be deemed a transfer within the meaning of this subsection; and

12.2.6. The right of the Association, through its Executive Board, to enter into, make, perform or enforce any contracts, leases, agreements, licenses, easements and rights-of-way, for the use of real property or Improvements by Owners, other Persons, their family members, guests and invitees, for any purpose(s) the Executive Board may deem to be useful, beneficial or otherwise appropriate; and

12.2.7. The right of the Association to close or limit the use of the Common Elements while maintaining, repairing and making replacements in the Common Elements.

Section 12.3. *Use of Common Elements by Declarant.*

An easement is hereby granted to the Declarant and the Town of New Castle on, over, across, under and through the Common Elements as may be reasonably necessary for the purpose of discharging any of Declarant's obligations or exercising any Special Declarant Rights or other rights of the Declarant and to permit the Town to enforce the selected provisions of these regulations, and no Owner shall engage in any activity which will temporarily or permanently interfere with the Declarant's and Town's easements through the Common Elements.

Section 12.4. *Payment of Taxes or Insurance by Security Interest Holders.*

Security Interest Holders shall have the right, jointly or singly, to pay taxes or other charges or assessments which are in default and which may or have become a lien against the Common Elements and may pay overdue premiums on hazard insurance policies or secure new hazard insurance coverage on the lapse of a policy for the Common Elements, and any Security Interest Holders making any such payments shall be owed immediate reimbursement therefor from the Association.

Section 12.5. *Conveyance or Encumbrance of Common Elements.*

Portions of the Common Elements may be conveyed or subjected to a Security Interest by the Association only in accordance with the Act and this Declaration.

Section 12.6. *Designation of Common Elements.*

Declarant in recording this Declaration has designated certain areas of land as Common Elements intended for the common use and enjoyment of Owners for recreation and other related activities, as provided in this Declaration and other applicable documents. The Common Elements owned by the Association is not dedicated hereby for use by the general public.

Section 12.7. *Duty to Accept Property and Facilities Transferred by Declarant.*

The Association shall accept title to all property and Common Elements, including Improvements thereon, as well as personal property, equipment, and easements, transferred to the Association by the Declarant, together with responsibility to perform all duties and functions of the Association which are set forth in this Declaration or otherwise assumed by the Association. As of the date of recording of this Declaration, interests which may be transferred by the Declarant to the Association may consist only of easements and/or Common Elements in the property described on the attached Exhibit A, Exhibit B, and/or the Annexable Area.

ARTICLE 13. DISPUTE RESOLUTION

Section 13.1. *Intent of Article; Applicability of Article; and Applicability of Statutes of Limitation.*

13.1.1. Each Party (as defined below) agrees to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Party covenants and agrees to submit all Claims (as defined below) each alleges to have to the procedures set forth in this Article and not to a court of law.

13.1.2. By acceptance of a deed to a Unit, each Owner agrees to abide by the terms of this Article.

13.1.3. No Claim (as defined below) may be initiated after the date when institution of legal or equitable proceedings based on such Claim would be barred by the applicable statute of limitation or statute of repose.

Section 13.2. *Definitions Applicable to this Article.*

For purposes of this Article only, the following terms have the meanings set forth in this Section:

13.2.1. "AAA" means the American Arbitration Association or any other Person agreed to by the Claimant and Respondent in writing for the purpose of performing the functions of the American Arbitration Association under this Declaration.

13.2.2. "Claimant" means any Party having a Claim.

13.2.3. "Claim" means, except as excluded or exempted by the terms of this Article, any claim, grievance or dispute between one Party and another, regardless of how the same may have arisen or on what it might be based, including without limitation those arising out of or related to (a) the interpretation, application or enforcement of any of the

Governing Documents or the rights, obligations and duties of any Party under any of the Governing Documents; (b) the design or construction of Improvements; or (c) any statements, representations, promises, warranties, or other communications made by or on behalf of any Party.

13.2.4. "Party" means each of the following: Declarant, its officers, directors, partners, members, employees and agents; Master Declarant, its officers, directors, partners, members, employees and agents; the Association, its officers, directors and committee members; the Master Association, its officers, directors and committee members; all Persons subject to this Declaration; any builder or contractor, its officers, directors, partners, members, employees and agents, who construct buildings, residences or other Improvements; and any Person not otherwise subject to this Declaration who agrees to submit to this Article.

13.2.5. "Respondent" means any Party against whom a Claimant asserts a Claim.

13.2.6. "Termination of Mediation" means a period of time expiring thirty (30) days after a mediator has been agreed upon by the parties (however, a mediator shall be selected no later than forty-five (45) days after the Claimant has given notice to the Respondent of the Claim and if the parties are unable to agree on a mediator, one shall be chosen by the AAA) and the matter has been submitted to mediation (or within such other time as determined by the mediator or agreed to by the Claimant and Respondent) and upon the expiration of which the Claimant and Respondent have not settled the Claim.

Section 13.3. *Approval Required for Association Actions.*

Except as provided in Section 13.6 of this Declaration (Exclusions from "Claim"), the approval of eighty percent (80%) of a quorum (as provided in Section 13.4 of this Declaration (Notice and Quorum for Association Actions)) of the Association votes cast by Members voting in person or by proxy at a meeting duly called for this purpose, or voting pursuant to written ballot, must be obtained before the Association shall have the power to institute action on any Claim pursuant to this Article, or to make any counterclaim or cross-claim in any lawsuit or other action brought against the Association. Such approval must be obtained in accordance with the requirements of Section 13.4 of this Declaration (Notice and Quorum for Association Actions).

Section 13.4. *Notice and Quorum for Association Actions.*

Written notice of any meeting of Members which includes a vote pursuant to Section 13.3 of this Declaration (Approval Required for Association Actions) shall be sent to all Members not less than thirty (30) days nor more than fifty (50) days in advance of the meeting. Such written notice, or if the vote is to be by written ballot then such written ballot, shall include the following information:

13.4.1. A statement regarding the nature of the Claim. Such statement shall include, without limitation, the name(s) of the proposed Claimant(s), the name(s) of the proposed Respondent(s), the basis and reason for the Claim, and any other information necessary to adequately explain the nature of the proposed Claim; and

13.4.2. A good-faith estimate of the costs and fees, including court costs, the fees of consultants, expert witnesses and attorneys, reasonably anticipated to be incurred by or for the Association in prosecuting the Claim, with such estimate prepared by the primary attorney the Board proposes to have prosecute the Claim on its behalf; and

13.4.3. A statement advising Members that the costs and fees of prosecuting any Claim may substantially increase the amount of Assessments payable by the Owners to the Association; and

13.4.4. A good-faith estimate of the manner in which any monies reasonably anticipated to be recovered from the Claim will be distributed or paid to consultants, expert witnesses, the Association, its attorney(s) and any others, prepared by the primary attorney the Board proposes to have prosecute the Claim on its behalf; and

13.4.5. A good faith estimate of the projected time frame for resolution of the Claim; and

13.4.6. All terms and provisions of the agreement between the Association and the attorney(s) the Board proposes to have prosecute the Claim.

The presence of Members or of proxies, or if by ballot then receipt by the Association of written ballots, entitled to cast eighty percent (80%) of all of the Association votes, shall constitute a quorum at any meeting at which the Members vote on approval of any Claim the Association wishes to bring.

Section 13.5. *Required Form of Proxy or Ballot.*

Each written proxy, and each ballot, which purports to vote on, or authorize a vote on, approval of the Association bringing a Claim shall contain the following statement:

With full knowledge and understanding that my annual Assessments may be significantly increased by the costs and fees associated with the proposed claim, I/we APPROVE the authority of the Association to bring such claim.

Section 13.6. *Exclusions from "Claim".*

Unless specifically exempted by this Article, all Claims between any of the Parties shall be subject to the provisions of this Article. Notwithstanding the foregoing, unless all Parties thereto otherwise agree, "Claim" does not include the following, whether such are brought by lawsuit, counterclaim, cross-claim, mediation, arbitration or in any other manner, and the same shall not be subject to the provisions of this Article:

13.6.1. An action by the Association to enforce any provision of Article 4 of this Declaration (Assessments); and

13.6.2. An action by the Association to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the Association or court may deem necessary in order to enforce any of the provisions of Article 10 (Restrictions) or Article 5 (Design Review) of this Declaration, or Article VIII

(Architectural Control Committee) or Article XII (Restrictions) of the Master Declaration; and

13.6.3. Any action between or among Owners, which does not include Declarant, the Master Declarant, the Master Association, or the Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents; and

13.6.4. Any action in which any indispensable party is not a Party, as defined in this Article.

Section 13.7. *Right to Inspect.*

Prior to any Party commencing any proceeding against another Party, including but not limited to an alleged defect of any Improvement, the Respondent shall have the right to be heard by the Claimant and, if any Claimant is the Association, by the Members, and to access, inspect, correct the condition of, or redesign any portion of any Improvement as to which a defect is alleged or otherwise correct the alleged dispute; provided, however, any correction to, or redesign of, an Improvement shall be made upon terms and conditions acceptable to all affected Parties. In the exercise of the inspection rights contained herein, the inspecting Party shall:

13.7.1. Be careful to avoid unreasonable intrusion upon, or harm, damage or costs to the affected Party including, without limitation, using its best efforts to avoid causing any damage to, or interference with, any Improvements to the subject property;

13.7.2. Minimize any disruption or inconvenience to any person who occupies the subject property;

13.7.3. Remove daily all debris caused by the inspection and located on the subject property; and

13.7.4. In a reasonable and timely manner, at the sole cost and expense of the inspecting Party, promptly remove all equipment and materials from the subject property and repair and replace all damage, and restore the subject property to the condition of the subject property as of the date of the inspection unless the subject property is to be immediately repaired.

The inspecting Party shall not permit any lien, claim or other encumbrance arising from the exercise of its right to inspect to accrue against or attach to the subject property. The inspecting Party shall indemnify, defend, and hold harmless the affected Owners and their tenants, guests, employees and agents, against any and all liability, claims, demands, losses, costs and damages incurred, including court costs and attorneys' fees, resulting from any breach of this Section by the inspecting Party.

Section 13.8. *Mandatory Procedures.*

13.8.1. *Good Faith Negotiations.* The Parties shall make every reasonable effort to meet in person and confer for the purposes of resolving the Claim by good faith

negotiation. Any Party may be represented by attorneys and independent consultants to assist such Party in negotiations and to attend meetings.

13.8.2. *Notice.* Prior to proceeding with any Claim against a Respondent, each Claimant shall give a notice to each Respondent, which notice shall state plainly and concisely:

13.8.2.1. the nature of the Claim, including all persons involved and Respondent's role in the Claim;

13.8.2.2. the legal or contractual basis of the Claim (i.e., the specific authority out of which the Claim arises); and

13.8.2.3. the specific relief and/or proposed remedy sought.

13.8.3. *Mediation.*

13.8.3.1. If the Parties do not resolve the Claim through negotiations within thirty (30) days after submission of the Claim to the Respondent(s), Claimant shall have an additional thirty (30) days to submit the Claim to mediation under the auspices of the AAA in accordance with the AAA's Commercial or Construction Industry Mediation Rules, as appropriate.

13.8.3.2. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any Person other than the Claimant.

13.8.3.3. Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If a Termination of Mediation occurs, the mediator shall issue a notice of Termination of Mediation. The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

13.8.3.4. Each Party shall bear its own costs of the mediation, including attorneys' fees, and each Party shall share equally all charges rendered by the mediator.

13.8.3.5. If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with subsection 13.8.3 and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such agreement without the need to again comply with the procedures set forth in Section 13.8 of this Declaration (Mandatory Procedures). In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs

incurred in enforcing such agreement, including without limitation, attorneys' fees and court costs.

13.8.4. *Binding Arbitration.*

13.8.4.1. Upon Termination of Mediation, if Claimant desires to pursue the Claim, Claimant shall thereafter be entitled to initiate final, binding arbitration of the Claim under the auspices of the AAA in accordance with the AAA's Commercial or Construction Industry Arbitration Rules, as appropriate. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Claim. Unless otherwise mutually agreed to by the parties to the Claim, there shall be one arbitrator who, to the extent feasible, shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved.

13.8.4.2. Each Party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Notwithstanding the foregoing, if a Party unsuccessfully contests the validity or scope of arbitration in a court of law, the arbitrator or the court shall award reasonable attorneys' fees and expenses incurred in defending such contests, including those incurred in trial or on appeal, to the non-contesting Party. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator.

13.8.4.3. The award of the arbitrator shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration without the prior written consent of all Parties to the Claim.

Section 13.9. *Liability for Failure of Association to Maintain an Action.*

No director or officer of the Association shall be liable to any Person for failure to institute or maintain or bring to conclusion a cause of action, mediation or arbitration for a Claim if the following criteria are satisfied: (a) the director or officer was acting within the scope of such director's or officer's duties; (b) the director or officer was not acting in bad faith; and (c) the act or omission was not willful, wanton or grossly negligent.

ARTICLE 14. GENERAL PROVISIONS

Section 14.1. *Enforcement; Fines.*

14.1.1. Subject to Article 13 hereof (Dispute Resolution), enforcement of the covenants, conditions, restrictions, easements, reservations, rights-of-way, liens, charges and other provisions contained in the Governing Documents, may be by any proceeding at law or in equity against any Person(s) violating or attempting to violate any such provision. Except as otherwise provided in this Declaration, the Association and any aggrieved Owner shall have the right to institute, maintain and prosecute any such proceedings subject to Article 13 of this Declaration (Dispute Resolution). Remedies for violation(s) of the Governing Documents shall be cumulative and no remedy shall be exclusive of other

remedies that may be available. In any action instituted or maintained under any of such documents, the prevailing party shall be entitled to recover its costs and attorney fees incurred in asserting or defending the claim, as well as any and all other sums. Failure by the Association or any Owner to enforce any covenant, restriction or other provision herein contained, or any other provision of any of the Governing Documents, shall in no event be deemed a waiver of the right to do so thereafter.

14.1.2. Subject to the following sentence, the Association shall have the right to levy and collect fines (as provided in Article 4 of this Declaration (Assessments)) for the violation of any provision of any of the Governing Documents. Prior to collection of any fines, the Association, the Executive Board, or an authorized management company of the Association, shall mail a notice of violation to the Person(s) alleged to be in violation of any such provision and such notified Person(s) has a right to a hearing upon submission to the Executive Board of a written request for hearing, which is properly signed by such Person(s) and dated, within ten (10) days after the notice of violation has been mailed or such other time as the Executive Board may decide in its sole discretion from time to time; failure of a notified Person to request a hearing in writing within the required time period shall constitute a waiver of such right to a hearing.

14.1.3. In addition, as identified herein, the Town of New Castle has the right, but not the obligation, to enforce certain provisions of this Declaration.

Section 14.2. *Severability.*

All provisions of this Declaration, the Articles of Incorporation and Bylaws of the Association are severable. Invalidation of any of the provisions of any such documents, including without limitation any provision(s) of Article 13 of this Declaration (Dispute Resolution), by judgment, court order or otherwise, shall in no way affect or limit any other provisions which shall remain in full force and effect.

Section 14.3. *Conflict of Provisions.*

In case of any conflict between this Declaration, the Articles of Incorporation or Bylaws of the Association and the Master Declaration, the Master Declaration shall control. In case of any conflict between this Declaration and the Articles of Incorporation or Bylaws of the Association, this Declaration shall control. In case of any conflict between the Articles of Incorporation and the Bylaws of the Association, the Articles of Incorporation shall control.

Section 14.4. *Annexation; Withdrawal.*

14.4.1. Until ten (10) years after recording of this Declaration in the office of the Clerk and Recorder of Garfield County, Colorado, the Declarant may annex to this Declaration the Annexable Area or any portion(s) thereof, without the consent of any other Owners, Security Interest Holders, or any other Person; however, each such annexation is subject to a determination by HUD or VA (if the Declarant desires to attempt to obtain HUD or VA approval of the property being annexed, and if HUD or VA require such approval) that the annexation is in accord with the general plan approved by them and that the structures to be located thereon will be of comparable style, quality, size and cost to the

existing Improvements. Each annexation shall be effected, if at all, by recording one or more Annexations of Additional Land in the Office of the Clerk and Recorder of the county in which the annexed property is located, which document:

14.4.1.1. shall provide for annexation to this Declaration of the property described in such Annexation of Additional Land;

14.4.1.2. shall identify the owner(s) of the Units thereby created, if any;

14.4.1.3. shall assign an identifying number to each new Unit, if any;

14.4.1.4. shall describe any Common Elements within the property being annexed;

14.4.1.5. shall, if the annexed property includes one (1) or more Units, reallocate the Allocated Interests; and

14.4.1.6. may include such other provisions as the Declarant deems appropriate. Other provisions that may be included in an Annexation of Additional Land include, without limitation, covenants, conditions, restrictions, requirements and/or other provisions, in addition to or different from those contained elsewhere in this Declaration, that apply or will apply to some or all of the property that is thereby being annexed to this Declaration. Any of such other provisions referenced in the preceding sentence may be amended with the consent of the Owners of sixty-seven percent (67%) of the Units to which such other provisions apply.

14.4.2. Except as otherwise specifically stated in the Annexation of Additional Land, all provisions of this Declaration, including, but not limited to (as to Units), those provisions regarding obligations to pay Assessments to the Association and any right to cast votes as Members, shall apply to annexed property immediately upon the effective date of the Annexation of Additional Land or other document of annexation (which shall constitute the date of recording of the Annexation of Additional Land or other annexation document, unless otherwise stated therein).

14.4.3. Subsequent to the date of recording hereof, each Person who acquires any property within the Annexable Area after the date of recording thereof will have agreed, pursuant to applicable documents, that such property will be governed by this Declaration effective on the date of conveyance of such property to such Person, if the Declarant annexes such property to this Declaration in accordance with this Section. Therefore, the Declarant reserves the right (but not the obligation), during the time period set forth in Section 14.4.1 of this Declaration, to annex such property to the Declaration without further authorization from the Person who has acquired such property, even if such annexation occurs subsequent to conveyance of such property to such Person.

14.4.4. Each annexation to this Declaration, if any, shall be deemed to constitute an amendment to this Declaration.

14.4.5. Each portion of real property and Improvements (if any) now or hereafter subject to this Declaration, by annexation or otherwise, shall be subject to a right

of withdrawal by the Declarant. Without limiting the generality of the foregoing, the real property and Improvements (if any) which are described on the attached Exhibit A, the real property and Improvements (if any) described on the attached Exhibit B, as well as the real property (and Improvements, if any) described in each Annexation of Additional Land or each other annexing document, shall each be deemed a separate portion of real property and Improvements that are subject to a right of withdrawal. The withdrawal of any such separate portion(s) may be accomplished, if at all, in accordance with the Act. However, the Declarant's right to withdraw each such separate portion of the Community shall expire and terminate, as to each separate portion of the Community, no later than the automatic termination of the Special Declarant Rights as provided in Section 1.25 hereof (Special Declarant Rights).

Section 14.5. *Minor Violations of Setback Restrictions.*

If upon the erection of any structure, it is disclosed by survey that a minor violation or infringement of setback lines has occurred, such violation or infringement shall be deemed waived by the Owners of each Unit immediately adjoining the structure which is in violation of the setback, and such waiver shall be binding upon all other Owners. However, nothing contained in this Section shall prevent the prosecution of a suit for any other violation of the restrictions, covenants, or other provisions contained in this Declaration. A "minor violation," for the purpose of this Section, is a violation of not more than four (4) feet beyond the required setback lines or Unit lines. This provision shall apply only to the original structures and shall not be applicable to any alterations or repairs to, or replacements of, any of such structures.

Section 14.6. *Subdivision or Replatting of Units.*

The Declarant, subject to the review and approval by the Town of New Castle, hereby reserves the right to subdivide or replat any Unit(s) owned by the Declarant. A subdivision or replatting may change the number of Units in the Community. Without limiting the generality of the foregoing, the Declarant reserves the right to move any lot lines(s) on Unit(s) owned by the Declarant, for the purpose of accommodating Improvements which are constructed or are planned to be constructed. The rights provided for in this Section shall terminate automatically as provided in Section 1.25 of this Declaration (Special Declarant Rights). No Unit may be further subdivided from that existing at the time such Unit becomes subject to this Declaration, except by Declarant.

Section 14.7. *Declarant's Use.*

Notwithstanding anything to the contrary contained in this Declaration, it shall be expressly permissible and proper for the Declarant, its employees, agents, and contractors, to perform such reasonable activities, and to maintain upon portions of the Units and the Common Elements such facilities as the Declarant deems appropriate, specifically including, without limiting the generality of the foregoing, maintaining signs, sales offices, management offices, model units and construction offices in such numbers, of such sizes, and at such locations as the Declarant determines in its reasonable sole discretion from time to time. Nothing contained in this Declaration shall limit the rights of the Declarant to conduct all construction, sales, and marketing activities as the Declarant deems necessary or desirable and to use the easements provided in this Declaration for those and other purposes. Further, nothing contained in this Declaration shall limit the rights of the Declarant or require the Declarant to obtain approvals: (a) to excavate, cut, fill or

grade any property or to construct, alter, demolish or replace any Improvements; (b) to use any Improvements on any property as sales offices, management offices, model units and/or construction offices in connection with the development, construction or sale of any property; and/or (c) to require the Declarant to seek or obtain the approval of the Design Review Committee, the Executive Board, the Association or the Master Association for any such activity. Any real estate used as a sales office, management office, model unit, or for the location of a trailer used as a construction or sales office, shall be a Unit or Common Elements, as such property is now or hereafter designated in one or more recorded documents. The rights provided for in this Section shall terminate automatically upon termination of the Special Declarant Rights, as provided in Section 1.25 of this Declaration.

Section 14.8. *Duration, Revocation, and Amendment.*

14.8.1. Each and every provision of this Declaration shall run with and bind the land perpetually from the date of recording of this Declaration. Except as otherwise provided in this Declaration (including, without limitation, Section 10.15, Section 14.4, and subsection 14.8.2 and 14.8.3 of this Declaration), this Declaration may be amended by the affirmative vote or agreement of Members holding at least sixty-seven percent (67%) of the Allocated Interests; provided, however, prior to termination of the Special Declarant Rights, including without limitation the right to exercise any Development Rights, no amendment of this Declaration shall be effective without the prior written approval of the Declarant. Further, each amendment of this Declaration enacted by the Members shall be applicable only to disputes, issues, circumstances, events, claims or causes of action that arose out of circumstances or events that occurred after the date of recording of such amendment in all Counties in which any portion of the Community is located; and no such amendment shall be applied retroactively to any earlier occurring disputes, issues, events, circumstances, actions, claims or causes of action.

14.8.2. Notwithstanding anything to the contrary, this Declaration, the Articles of Incorporation and/or Bylaws of the Association may be amended in whole or in part, at any time from time to time, by the Declarant without the consent or approval of any other Owner, any Security Interest Holder, or any other Person, in order to comply with the requirements, standards, or guidelines of any of the Agencies or of recognized secondary mortgage markets.

14.8.3. Notwithstanding anything to the contrary, this Declaration, the Articles of Incorporation and/or Bylaws of the Association may be amended in whole or in part, at any time from time to time, by the Declarant without the consent or approval of any other Owner, any Security Interest Holder, or any other Person, in order to correct clerical, typographical, or technical errors.

14.8.4. Except as to amendments which may be made by the Declarant, amendments to this Declaration may be prepared, executed, recorded, and certified by any officer of the Association designated for that purpose or, in the absence of designation, by the president of the Association. Such certification shall, in the case of an amendment requiring the approval of Owners, certify that the Association has received the requisite approvals. Amendments which may be made by the Declarant pursuant to this Declaration

or as permitted by the Act, may be signed by the Declarant and shall require no other signatory.

Section 14.9. *Registration of Mailing Address.*

Each Owner and each Security Interest Holder, insurer or guarantor of a Security Interest, shall register his mailing address with the Association, and all notices or demands intended to be served upon an Owner, or upon a Security Interest Holder, insurer or guarantor of a Security Interest, shall be sent by U.S. mail, postage prepaid, addressed in the name of such Person at such registered mailing address. However, if any Owner fails to notify the Association of a registered address, then any notice or demand may be delivered or sent, as aforesaid, to such Owner at the address of such Owner's Unit. All notices, demands, or other notices intended to be served upon the Executive Board or the Association during the Period of Declarant Control shall be sent by U.S. mail, postage prepaid, to 100 Inverness Terrace East, Suite 110, Englewood, CO 80112, unless such address is changed by the Association during the Period of Declarant Control; subsequent to expiration of the Period of Declarant Control, the Association shall notify the Owners of a different address for notices.

Section 14.10. *HUD or VA Approval.*

During the Period of Declarant Control, the following actions shall require the prior approval of HUD or VA if, at the time any such action is taken, HUD has insurance or VA has a guarantee(s) on one or more first Security Interests, and HUD or VA require such approval: annexation of additional real property (if the Declarant desires to obtain VA or HUD approval of the property that is being annexed): amendment of this Declaration, except as provided in Section 14.4 and subsections 14.8.2 and 14.8.3 hereof; termination of this Community; dedication of Common Elements; or merger or consolidation of the Association, except as provided in Section 3.12 of this Declaration (Merger).

Section 14.11. *Termination of Community.*

The Community may be terminated only in accordance with the Act.

Section 14.12. *Transfer of Special Declarant Rights.*

A Special Declarant Right created or reserved under this Declaration may be transferred only by an instrument evidencing the transfer recorded in every county in which any portion of the Community is located, and in accordance with the Act.

Section 14.13. *Eminent Domain.*

The taking by eminent domain of a Unit(s) or Common Elements, or any portion thereof, shall be done in accordance with applicable law, including without limitation the Act.

Section 14.14. *Limitation on Liability.*

The Association, the Executive Board, the Declarant, the Design Review Committee, and the officers, directors, managers, members, partners, agents and employees of the same, shall not be liable to any Person for any action or for any failure to act unless the action or failure to act was not

in good faith and was done or withheld with malice. The release and waiver set forth in Section 14.18 of this Declaration (Waiver) shall apply to this Section.

Section 14.15. *No Representations, Guaranties or Warranties.*

No representations, guaranties or warranties of any kind, express or implied, shall be deemed to have been given or made by Declarant, the Association, the Executive Board, the Design Review Committee, or by any of their officers, directors, managers, members, partners, agents or employees, in connection with any portion of the Community, or any Improvement, its or their physical condition, structural integrity, freedom from defects, zoning, compliance with applicable laws, fitness for intended use, or view, or in connection with the subdivision, sale, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing. The release and waiver set forth in Section 14.18 of this Declaration (Waiver) shall apply to this Section.

Section 14.16. *Disclaimer Regarding Safety.*

DECLARANT, THE ASSOCIATION, THE EXECUTIVE BOARD, THE DESIGN REVIEW COMMITTEE, AND THEIR OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, HEREBY DISCLAIM ANY OBLIGATION REGARDING THE SECURITY OF ANY PERSONS OR PROPERTY WITHIN THE COMMUNITY. BY ACCEPTING A DEED TO PROPERTY WITHIN THE COMMUNITY, EACH OWNER ACKNOWLEDGES THAT DECLARANT, THE ASSOCIATION, THE EXECUTIVE BOARD, THE DESIGN REVIEW COMMITTEE, AND THEIR OFFICERS, DIRECTORS, MANAGERS, MEMBERS, PARTNERS, AGENTS AND EMPLOYEES, ARE ONLY OBLIGATED TO DO THOSE ACTS SPECIFICALLY ENUMERATED HEREIN, OR IN THE ARTICLES OF INCORPORATION, BYLAWS, RULES AND REGULATIONS, AND POLICIES AND PROCEDURES OF THE ASSOCIATION, AND ARE NOT OBLIGATED TO DO ANY OTHER ACTS WITH RESPECT TO THE SAFETY OR PROTECTION OF PERSONS OR PROPERTY WITHIN THE COMMUNITY. THE RELEASE AND WAIVER SET FORTH IN SECTION 14.18 OF THIS DECLARATION (WAIVER) SHALL APPLY TO THIS SECTION.

Section 14.17. *Development Within and Surrounding the Community.*

Each Owner acknowledges that development within and surrounding the Community may continue for an indefinite period, and that plans for the density, type and location of improvements, developments or land uses may change over time. Such development may entail changes to or alterations in the access to the Community, views of or from the Community or the Units, surrounding land uses, open space or facilities, traffic volumes or patterns, privacy or other off-site aspects or amenities. Development also may entail noise, odors, unsightliness, dust and other inconveniences or disruptions. By accepting a deed to a Unit, each Owner accepts title to such Unit subject to the foregoing, and waives and releases any claim against the Declarant, the Association, the Executive Board, the Design Review Committee, and their respective officers, directors, managers, members, partners, agents and employees, heirs, personal representatives, successors and assigns, arising out of or associated with any of the foregoing. The release and waiver set forth in Section 14.18 of this Declaration (Waiver) shall apply to this Section.

Section 14.18. Waiver

By acceptance of a deed to a Unit, each Owner hereby releases, waives, and discharges the Declarant, the Association, the Executive Board, the Design Review Committee, and their respective officers, directors, managers, members, partners, agents and employees, heirs, personal representatives, successors and assigns, from all losses, claims, liabilities, costs, expenses, and damages, arising directly or indirectly from any hazards, disclosures, risks, or other matters set forth in this Declaration, including without limitation, those contained in Sections 10.15, 14.14, 14.15, 14.16 and 14.17 of this Declaration.

Section 14.19. Headings.

The Article, Section and subsection headings in this Declaration are inserted for convenience of reference only, do not constitute a part of this Declaration, and in no way define, describe or limit the scope or intent of this Declaration or any of the provisions hereof.

Section 14.20. Gender.

Unless the context requires a contrary construction, the singular shall include the plural and the plural the singular and the use of any gender shall be applicable to all genders.

Section 14.21. Run with Land; Binding Upon Successors.

The benefits, burdens and all other provisions contained in this Declaration shall be covenants running with and binding upon the Community and all real property and Improvements which are now or hereafter become a part thereof. The benefits, burdens and all other provisions contained in this Declaration shall be binding upon, and inure to the benefit of the Declarant, the Association and all Owners, and upon and to their respective heirs, personal representatives, successors and assigns.

IN WITNESS WHEREOF, the undersigned, as Declarant hereunder and as Declarant under the Master Declaration, pursuant to that certain Assignment of Declarant Rights Under Second Amendment to the Declaration of Covenants, Conditions and Restrictions for Castle Valley Ranch, Planned Unit Development, as Amended and Supplemented, recorded in the office of the Clerk and Recorder of Garfield County, Colorado, has hereunto set its hand this 14th day of May, 2010.

DECLARANT:

VILLAGE HOMES OF COLORADO, INC,
a Colorado corporation

By: 

Its: SVP Community Dev.

STATE OF COLORADO)
) ss.
COUNTY OF Arapahoe)

The foregoing instrument was acknowledged before me this 20 day of May,
2008, by Peter Burson as Sr VP of Community of
VILLAGE HOMES OF COLORADO, INC., a Colorado corporation. Development

Witness my hand and official seal.

{S E A L}

Kelly J Schreffler
Notary Public
My commission expires: April 29, 2012

ajr/village Homes/Castle Valley Ranch Townhomes/Declaration CVR Townhomes.doc/8/3/2007 11:26 AM



My Commission Expires April 28, 2012

EXHIBIT A
TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CASTLE VALLEY RANCH TOWNHOMES ASSOCIATION, INC.

(Units)

Lot 1C and Lot 2C, as shown on the Amended Final Plat of Lots 1 and 2 of Castle Valley Ranch PA12, Filing 9 Subdivision, recorded in the office of the Clerk and Recorder of Garfield County, Colorado, as amended.

EXHIBIT B
TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CASTLE VALLEY RANCH TOWNHOMES ASSOCIATION, INC.

(Common Elements)

None at the time of recording of this Declaration.

EXHIBIT C
TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CASTLE VALLEY RANCH TOWNHOMES ASSOCIATION, INC.

(Certain Title Exceptions)

1. REAL PROPERTY TAXES AND ASSESSMENTS FOR THE YEAR OF RECORDING OF THIS DECLARATION AND FOR SUBSEQUENT YEARS, NOT YET DUE AND PAYABLE.
2. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED NOVEMBER 28, 1941 IN BOOK 73 AT PAGE 213.
3. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED FEBRUARY 17, 1896, IN BOOK 12 AT PAGE 407.
4. AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER MINERALS AS DESCRIBED IN INSTRUMENT RECORDED MARCH 25, 1980 IN BOOK 545 AT PAGE 681, ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
5. AN UNDIVIDED ONE-HALF INTEREST OF ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN INSTRUMENT RECORDED JULY 14, 1964 IN BOOK 359 AT PAGE 328, ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
6. AN UNDIVIDED ONE-HALF INTEREST IN ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN INSTRUMENT RECORDED MARCH 13, 1964 IN BOOK 356 AT PAGE 319, ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
7. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE #99-8 RECORDED JUNE 08, 1999 IN BOOK 1133 AT PAGE 632.
8. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT

OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED AUGUST 15, 1983 IN BOOK 632 AT PAGE 961, AND AS AMENDED IN INSTRUMENT RECORDED FEBRUARY 08, 1996 IN BOOK 966 AT PAGE 679, AND AS AMENDED IN INSTRUMENT RECORDED NOVEMBER 06, 2000, IN BOOK 1216 AT PAGE 205, AND SUPPLEMENT RECORDED NOVEMBER 29, 2000 IN BOOK 1219 AT PAGE 627, FOURTH SUPPLEMENT RECORDED NOVEMBER 29, 2000 IN BOOK 1219 AT PAGE 640, FIFTH SUPPLEMENT RECORDED APRIL 26, 2002 IN BOOK 1350 AT PAGE 64, SIXTH SUPPLEMENT RECORDED JUNE 24, 2003 IN BOOK 1484 AT PAGE 138, SEVENTH SUPPLEMENT RECORDED OCTOBER 22, 2004 IN BOOK 1633 AT PAGE 210, EIGHTH SUPPLEMENT RECORDED JUNE 13, 2005 IN BOOK 1696 AT PAGE 460, AND NINTH SUPPLEMENT RECORDED NOVEMBER 25, 2005 IN BOOK 1750 AT PAGE 282, AND ASSIGNMENT OF DECLARANT'S RIGHTS RECORDED MARCH 09, 2006 IN BOOK 1778 AT PAGE 709.

9. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE #2002-2 RECORDED APRIL 26, 2002 IN BOOK 1349 AT PAGE 946.
10. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 16, 2006 IN BOOK 1780 AT PAGE 501.
11. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED MARCH 09, 2006, IN BOOK 1778 AT PGE 731.
12. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 09, 2006 IN BOOK 1778 AT PAGE 689.
13. TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE #2006-11 RECORDED AUGUST 08, 2006 IN BOOK 1829 AT PAGE 736.
14. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED APRIL 17, 2007 IN BOOK 1915 AT PAGE 960, AND ASSIGNMENT OF DECLARANT RIGHTS RECORDED APRIL 17, 2007 IN BOOK 1915 AT PAGE 969.

15. TERMS, CONDITIONS AND PROVISIONS OF TOWN OF NEW CASTLE ORDINANCE #2007-7 RECORDED SEPTEMBER 25, 2007 AT RECEPTION NO. 733784.
16. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CASTLE VALLEY RANCH PA12, FILING NO. 9 RECORDED SEPTEMBER 25, 2007, UNDER RECEPTION NO. 733785.
17. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE CASTLE VALLEY RANCH PA12, FILING NO. 9 AMENDED TOWNHOME MAP RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO.

EXHIBIT D
TO
DECLARATION
OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
CASTLE VALLEY RANCH TOWNHOMES ASSOCIATION, INC.

(Part of Annexable Area)

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

COMMENCING AT THE WEST 1/16 CORNER BETWEEN SAID SECTIONS 29 AND 32, A REBAR AND ALUMINUM CAP LS NO. 36572 SET IN PLACE; THENCE S 29°45'20" W 2647.04 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, P.U.D. AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 344590, THE TRUE POINT OF BEGINNING; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES:

1. N 89°50'34" W 450.00 FEET;
2. N 00°09'26" E 75.00 FEET;
3. N 89°50'34" W 275.00 FEET;
4. N 00°09'26" E 150.00 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE N 00°47'28" W 548.03 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, PA19A & PA19B AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 687288; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE N 40°33'51" E 273.86 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE N 89°56'25" E 552.43 FEET; THENCE S 00°05'00" E 983.59 FEET TO THE POINT OF BEGINNING; AND

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

COMMENCING AT THE WEST 1/16 CORNER BETWEEN SAID SECTIONS 29 AND 32 A REBAR AND ALUMINUM CAP LS NO. 36572 SET IN PLACE; THENCE S 01°19'34" E 1570.62 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE CASTLE VALLEY BOULEVARD, AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 574735, ALSO BEING A POINT ON THE EASTERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, P.U.D. AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 344590, THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID RIGHT OF WAY S 01°19'34" E AND ALONG SAID EASTERLY BOUNDARY LINE 1066.16 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF SAID CASTLE VALLEY RANCH,

P.U.D.; THENCE ALONG SAID SOUTHERLY BOUNDARY LINE THE FOLLOWING FOUR (4) COURSES:

1. N 89°40'24" W 1195.15 FEET;
2. N 00°19'36" E 120.00 FEET;
3. N 89°40'24" W 180.00 FEET;
4. N 00°05'00" W 210.20 FEET; THENCE DEPARTING SAID SOUTHERLY BOUNDARY LINE N 00°05'00" W 983.59 FEET; THENCE S 89°56'25" W 552.43 FEET TO A POINT ON THE EASTERLY BOUNDARY LINE OF CASTLE VALLEY RANCH, PA19A AND PA19B AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 687288; THENCE N 40°33'51" E ALONG SAID EASTERLY BOUNDARY LINE 283.40 FEET; THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY LINE N 55°43'05" E 455.98 FEET TO A POINT ON SAID SOUTHERLY RIGHT OF WAY LINE OF CASTLE VALLEY BOULEVARD; THENCE DEPARTING SAID EASTERLY BOUNDARY LINE AND ALONG SAID SOUTHERLY RIGHT OF WAY LINE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 862.01 FEET; AN ARC LENGTH OF 591.51 FEET (CHORD BEARS S61°39'09" E 579.98 FEET); THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT OF WAY LINE THE FOLLOWING SEVEN (7) COURSES:

1. S 81°18'39"E 261.25 FEET;
2. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 719.98 FEET, AN ARC LENGTH OF 342.58 FEET (CHORD BEARS S 67°40'47" E 339.36 FEET)
3. ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 115.42 FEET, AN ARC LENGTH OF 19.02 FEET (CHORD BEARS S 14°30'47" E 19.00 FEET);
4. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 82.00 FEET, AN ARC LENGTH OF 110.68 FEET (CHORD BEARS S 48°27'33" E 102.47 FEET);
5. ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 115.42 FEET, AN ARC LENGTH OF 20.06 FEET (CHORD BEARS S 82°08'49" E 20.03 FEET);
6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 719.98 FEET, AN ARC LENGTH OF 57.30 FEET (CHORD BEARS S 41°01'02" E 57.29 FEET);
7. S 38°44'14" E 193.94 FEET TO THE POINT OF BEGINNING; AND

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

COMMENCING AT THE 1/4 CORNER BETWEEN SAID SECTIONS 29 AND 30, A BLM BRASS CAP IN PLACE; THENCE S 27°20'37" E 2941.40 FEET TO A POINT ON THE WESTERLY LINE OF LAKOTA CANYON RANCH, FIRST AMENDED PLAT FILING NO. 1 AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 632116, THE TRUE POINT OF BEGINNING; THENCE DEPARTING SAID WESTERLY LINE S 90°00'00" W 34.26 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET; AN ARC LENGTH OF 123.32 FEET, CHORD BEARS S 78°13'25" W 122.46 FEET; THENCE S 66°26'50" W 88.64 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, AN

ARC LENGTH OF 180.86 FEET, CHORD BEARS S 83°43'05" W 178.13 FEET; THENCE N 79°00'40" W 277.49 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, AN ARC LENGTH OF 273.25 FEET, CHORD BEARS N 52°55'05" W 263.90 FEET; THENCE N 26°49'30" W 358.53 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET; AN ARC LENGTH OF 218.29 FEET, CHORD BEARS N 62°33'33" W 204.41 FEET; THENCE S 81°42'24" W 142.08 FEET; THENCE S 08°42'12" E 51.58 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 855.84 FEET, AN ARC LENGTH OF 209.29 FEET, CHORD BEARS S 15°42'32" E 208.77 FEET; THENCE S 65°53'03" W 97.34 FEET; THENCE S 81°23'34" W 266.32 FEET; THENCE S 51°51'16" W 126.84 FEET; THENCE S 36°47'12" W 88.30 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF CASTLE VALLEY BOULEVARD AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 574735; THENCE ALONG SAID NORTHERLY RIGHT OF WAY THE FOLLOWING NINE (9) COURSES:

1. S 34°40'33" E 927.02 FEET;
2. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 762.01 FEET, AN ARC LENGTH OF 620.22 FEET, CHORD BEARS S 57°59'36" E 603.25 FEET;
3. S 81°18'39" E 261.25 FEET;
4. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 819.98 FEET, AN ARC LENGTH OF 395.62 FEET, CHORD BEARS S 67°29'21" E 391.79 FEET;
5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 140.42 FEET, AN ARC LENGTH OF 11.84 FEET, CHORD BEARS N 87°15'43" E 11.84 FEET;
6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 86.00 FEET, AN ARC LENGTH OF 136.02 FEET; CHORD BEARS S 49°50'45" E 122.28 FEET;
7. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 170.42 FEET, AN ARC LENGTH OF 16.26 FEET, CHORD BEARS S 07°16'18" E 16.26 FEET;
8. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 819.98 FEET, AN ARC LENGTH OF 70.54 FEET, CHORD BEARS S 41°12'06" E 70.52 FEET;
9. S 38°44'14" E 63.19 FEET TO A POINT ON SAID WESTERLY LINE OF LAKOTA CANYON RANCH, FIRST AMENDED PLAT FILING NO. I AS FILED WITH THE GARFIELD COUNTY CLERK AND RECORDER'S OFFICE AS RECEPTION NO. 632116; THENCE ALONG SAID WESTERLY LINE THE FOLLOWING NINE (9) COURSES:

1. N 01°19'33" W 284.64 FEET;
2. N 00°50'46" W 298.08 FEET;
3. N 01°24'24" W 405.00 FEET;
4. N 01°13'24" W 135.00 FEET;
5. N 03°05'23" E 23.82 FEET;
6. N 01°46'46" W 247.13 FEET;
7. S 88°47'17" W 2.05 FEET
8. N 01°19'33" W 12.43 FEET TO THE WEST 1/16 CORNER OF SECTIONS 29 AND 32 A REBAR AND ALUMINUM CAP LS NO. 36572 IN PLACE;
9. N 00°55'44" W 17.57 FEET TO THE POINT OF BEGINNING; AND

A PARCEL OF LAND LOCATED ENTIRELY WITHIN THAT PARCEL DESCRIBED BY THE WARRANTY DEED RECORDED AT RECEPTION NO. 693683 SITUATE IN THE SW1/4 SECTION 29, SE1/4 SECTION 30, AND THE NW1/4 SECTION 32, TOWNSHIP 5

SOUTH, RANGE 90 WEST OF THE 6TH P.M., GARFIELD COUNTY, COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT FROM WHENCE A BLM BRASS CAP IN PLACE AT THE 1/4 CORNER OF SAID SECTIONS 29 AND 30 BEARS N53°08'04"W A DISTANCE OF 1655.92 FEET WITH ALL BEARINGS RELATIVE TO N89°36'48"E THE LINE BETWEEN FOUND MONUMENTS FOR SAID W1/4 CORNER SECTION 29 AND A REBAR AND CAP STAMPED LS 13174 THE NORTHEAST CORNER OF SAID OPTION PARCEL; THENCE S00°55'44"E ALONG THE WEST LINE OF PARCEL A-1 AS DEPICTED ON THE PLAT; THE AMENDED AND RESTATED SUBDIVISION EXCLUSION/EXEMPTION OF LAKOTA CANYON RANCH AS RECORDED AT RECEPTION NO. 632118 A DISTANCE OF 1124.50 FEET TO A POINT ON THE WEST LINE OF BLOCK F AS DEPICTED ON THE PLAT; FIRST AMENDED AND RESTATED FINAL SUBDIVISION PLAT OF LAKOTA CANYON RANCH FILING 1 AS RECORDED AT RECEPTION NO. 632116; THENCE N88°47'17"E ALONG A SOUTHERLY LINE OF SAID AMENDED AND RESTATED SUBDIVISION EXCLUSION/EXEMPTION OF LAKOTA CANYON RANCH A DISTANCE OF 0.99 FEET; THENCE S01°21'09"E ALONG SAID WEST LINE BLOCK F A DISTANCE OF 465.00 FEET TO A POINT ON THE NORTH LINE OF SILVERADO TRAIL RIGHT OF WAY AS DEPICTED ON SAID PLAT OF LAKOTA CANYON RANCH FILING 1; THENCE S88°47'17"W ALONG THE NORTH LINE OF SAID SILVERADO TRAIL A DISTANCE OF 4.42 FEET; THENCE S00°55'44"E A DISTANCE OF 30.00 FEET TO A POINT ON THE NORTH LINE OF A PARCEL AS DESCRIBED AT RECEPTION NO. 721293; THENCE THE FOLLOWING NINE (9) COURSES ALONG SAID NORTH LINE, S90°00'00"W A DISTANCE OF 34.26 FEET; THENCE 123.32 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 23°33'09" AND A SUBTENDING CHORD BEARING S78°13'26"W A DISTANCE OF 122.45 FEET; THENCE S66°26'50"W A DISTANCE OF 88.64 FEET; THENCE 180.86 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 34°32'30" AND A SUBTENDING CHORD BEARING S83°43'05"W A DISTANCE OF 178.13 FEET; THENCE N79°00'40"W A DISTANCE OF 277.49 FEET; THENCE 273.25 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 52°11'11" AND A SUBTENDING CHORD BEARING N52°55'05"W A DISTANCE OF 263.90 FEET; THENCE N26°49'30"W A DISTANCE OF 358.53 FEET; THENCE 218.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 175.00 FEET, A CENTRAL ANGLE OF 71°28'06" AND SUBTENDING CHORD BEARING N62°33'33"W A DISTANCE OF 204.41 FEET; THENCE S81°42'24"W A DISTANCE OF 104.99 FEET TO A POINT ON THE EAST LINE OF THE NORTH WILD HORSE DRIVE RIGHT-OF-WAY AS DESCRIBED IN THE SPECIAL WARRANTY DEED RECORDED AS RECEPTION NO. 733780; THENCE THE FOLLOWING THREE (3) COURSES ALONG SAID NORTH WILD HORSE DRIVE, N08°42'12"W A DISTANCE OF 17.22 FEET; THENCE 390.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 668.49 FEET, A CENTRAL ANGLE OF 33°30'34" AND A SUBTENDING CHORD BEARING N08°03'05"E A DISTANCE OF 385.42 FEET; THENCE 228.11 FEET ALONG THE ARC OF A REVERSE CURVE HAVING A RADIUS OF 491.25 FEET, A CENTRAL ANGLE OF 26°36'20" AND A SUBTENDING CHORD BEARING N11°30'11"E A DISTANCE OF 226.07 FEET TO A POINT OF NON-TANGENCY; THENCE 103.99 FEET ALONG THE ARC OF A CURVE TO

THE RIGHT HAVING A RADIUS OF 250.00 FEET, A CENTRAL ANGLE OF 23°50'00" AND A SUBTENDING CHORD BEARING S 79°12'35"E A DISTANCE OF 103.24 FEET; THENCE S67°17'36"E A DISTANCE OF 131.42 FEET; THENCE S30°00'58"W A DISTANCE OF 50.41 FEET; THENCE S18°54'59"W A DISTANCE OF 221.52 FEET; THENCE S16°07'55"W A DISTANCE OF 50.00 FEET; THENCE 104.09 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 970.00 FEET, A CENTRAL ANGLE OF 6°08'55" AND A SUBTENDING CHORD BEARING S11°34'51"W A DISTANCE OF 104.04 FEET TO A POINT OF NON-TANGENCY; THENCE S71°43'03"E A DISTANCE OF 57.57 FEET; THENCE S63°30'38"E A DISTANCE OF 55.33 FEET; THENCE S56°40'07"E A DISTANCE OF 55.13 FEET; THENCE S44°48'48"E A DISTANCE OF 174.82 FEET TO A POINT OF NON-TANGENCY; THENCE 30.23 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET, A CENTRAL ANGLE OF 6°17'51" AND A SUBTENDING CHORD BEARING N42°06'34"E A DISTANCE OF 30.21 FEET; THENCE S51°02'22"E A DISTANCE OF 247.25 FEET TO A POINT OF NON-TANGENCY; THENCE 102.92 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 481.00 FEET, A CENTRAL ANGLE OF 12°15'34" AND A SUBTENDING CHORD BEARING N54°54'14"E A DISTANCE OF 102.72 FEET; THENCE 122.69 FEET ALONG THE ARC OF A REVERSE CURVE HAVING A RADIUS OF 219.00 FEET, A CENTRAL ANGLE OF 32°05'53" AND A SUBTENDING CHORD BEARING N44°59'05"E A DISTANCE OF 121.09 FEET; THENCE N28°56'08"E A DISTANCE OF 541.68 FEET; THENCE N14°00'12"E A DISTANCE OF 22.45 FEET; THENCE N00°55'44"W A DISTANCE OF 289.40 FEET; THENCE N32°41'48"W A DISTANCE OF 88.46 FEET; THENCE N00°02'34"W A DISTANCE OF 167.50 FEET; THENCE N54°50'38"E A DISTANCE OF 173.10 FEET; THENCE S89°54'27"E A DISTANCE OF 116.87 FEET TO THE POINT OF BEGINNING.

TOWNHOUSES
CASTLE VALLEY RANCH
181, 185, 189 Redstone Drive
NEW CASTLE, COLORADO

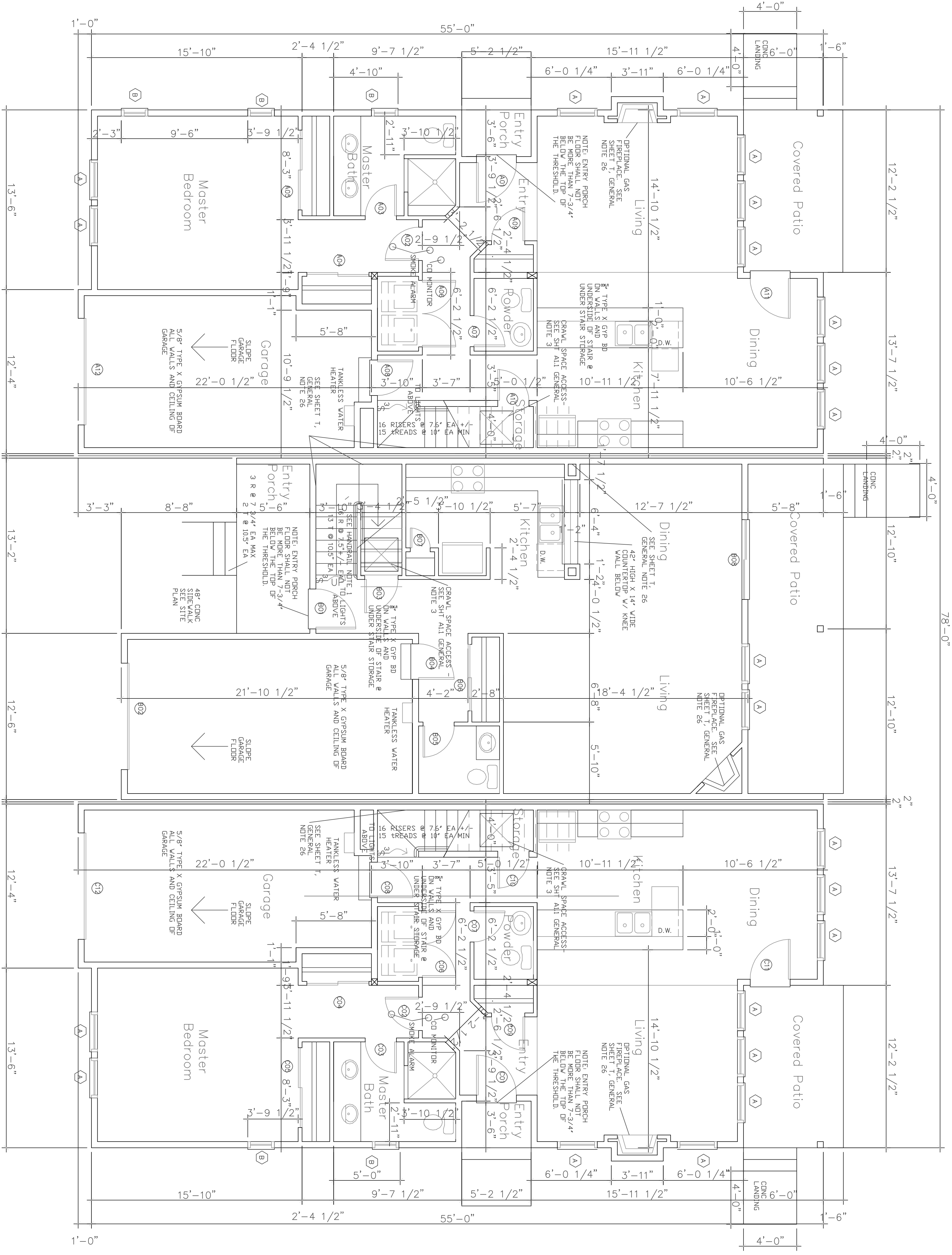
REVISIONS
08-02-18

JOB NUMBER
1809
DATE
11-07-18
DRAWN BY

CHECKED BY

SHEET NUMBER

A1.1



FIRST FLOOR PLAN
1/4" = 1'-0"

DOOR SCHEDULE

U-FACTOR FOR ALL EXTERIOR DOORS = .35

UNIT	MARK	OPER.	WIDTH	HEIGHT	REMARKS
UNIT A	A01	HINGE	3'-0"	8'-0"	SOLID CORE, AIR INFILTRATION=5CFM/SF
A02	HINGE	2'-6"	8'-0"		
A03	HINGE	2'-4"	8'-0"		
A04	BRASS	4'-8"	8'-0"	(2) 2'-4" WIDE PANELS	
A05	BRASS	6'-0"	8'-0"	(2) 3'-0" WIDE PANELS	
A06	HINGE	5'-0"	8'-0"	(2) 2'-6" WIDE PANELS	
A07	HINGE	2'-4"	8'-0"		
A08	HINGE	2'-8"	8'-0"	1-3/8" THICK S.C. W/ CLOSER, AIR INFILTRATION=5CFM	
A09	HINGE	2'-6"	8'-0"		
A10	HINGE	3'-0"	8'-0"		
A11	HINGE	3'-0"	8'-0"	1-3/8" THICK S. C. FULL LITE, AIR INFILTRATION=5CFM	
A12	OHLD	8'-0"	8'-0"	SECTIONAL OHLD - SEE ELEVATIONS	
UNIT B	B01	HINGE	3'-0"	8'-0"	SOLID CORE, AIR INFILTRATION=5CFM
B02	OHLD	8'-0"	8'-0"	SECTIONAL OHLD - SEE ELEVATIONS	
B03	HINGE	2'-4"	8'-0"		
B04	HINGE	2'-8"	8'-0"	1-3/8" THICK S.C. W/CLOSER, AIR INFILTRATION=5CFM	
B05	HINGE	2'-4"	8'-0"		
B06	BRASS	5'-0"	8'-0"	(2) 2'-6" WIDE PANELS	
B07	HINGE	1'-6"	8'-0"		
B08	SGD	6'-0"	8'-0"	AIR INFILTRATION=3CFM	
B21	HINGE	2'-6"	6'-8"		
B22	BRASS	5'-0"	6'-8"	(2) 2'-6" WIDE PANELS	
B23	HINGE	2'-0"	6'-8"		
B24	HINGE	2'-4"	6'-8"		
B25	HINGE	2'-6"	6'-8"		
B26	HINGE	2'-6"	6'-8"		
B27	BRASS	5'-0"	6'-8"	(2) 2'-6" WIDE PANELS	
B28	HINGE	2'-4"	6'-8"		
B29	HINGE	2'-4"	6'-8"		
UNIT C	C01	HINGE	3'-0"	8'-0"	SOLID CORE, AIR INFILTRATION=5CFM/SF
C02	HINGE	2'-6"	8'-0"		
C03	HINGE	2'-4"	8'-0"		
C04	BRASS	4'-8"	8'-0"	(2) 2'-4" WIDE PANELS	
C05	BRASS	6'-0"	8'-0"	(2) 3'-0" WIDE PANELS	
C06	HINGE	5'-0"	8'-0"	(2) 2'-6" WIDE PANELS	
C07	HINGE	2'-4"	8'-0"		
C08	HINGE	2'-8"	8'-0"	1-3/8" THICK S.C. W/CLOSER, AIR INFILTRATION=5CFM	
C09	HINGE	2'-6"	8'-0"		
C10	HINGE	2'-4"	8'-0"		
C11	HINGE	3'-0"	8'-0"		
C12	OHLD	8'-0"	8'-0"	1-3/8" THICK S. C. FULL LITE, AIR INFILTRATION=5CFM	
C21	HINGE	2'-6"	6'-8"		
C22	HINGE	2'-4"	6'-8"		
C23	HINGE	2'-4"	6'-8"		
C24	HINGE	2'-4"	6'-8"		
C25	HINGE	2'-6"	6'-8"		
C26	HINGE	2'-6"	6'-8"		
C27	HINGE	2'-4"	6'-8"		

WINDOW SCHEDULE

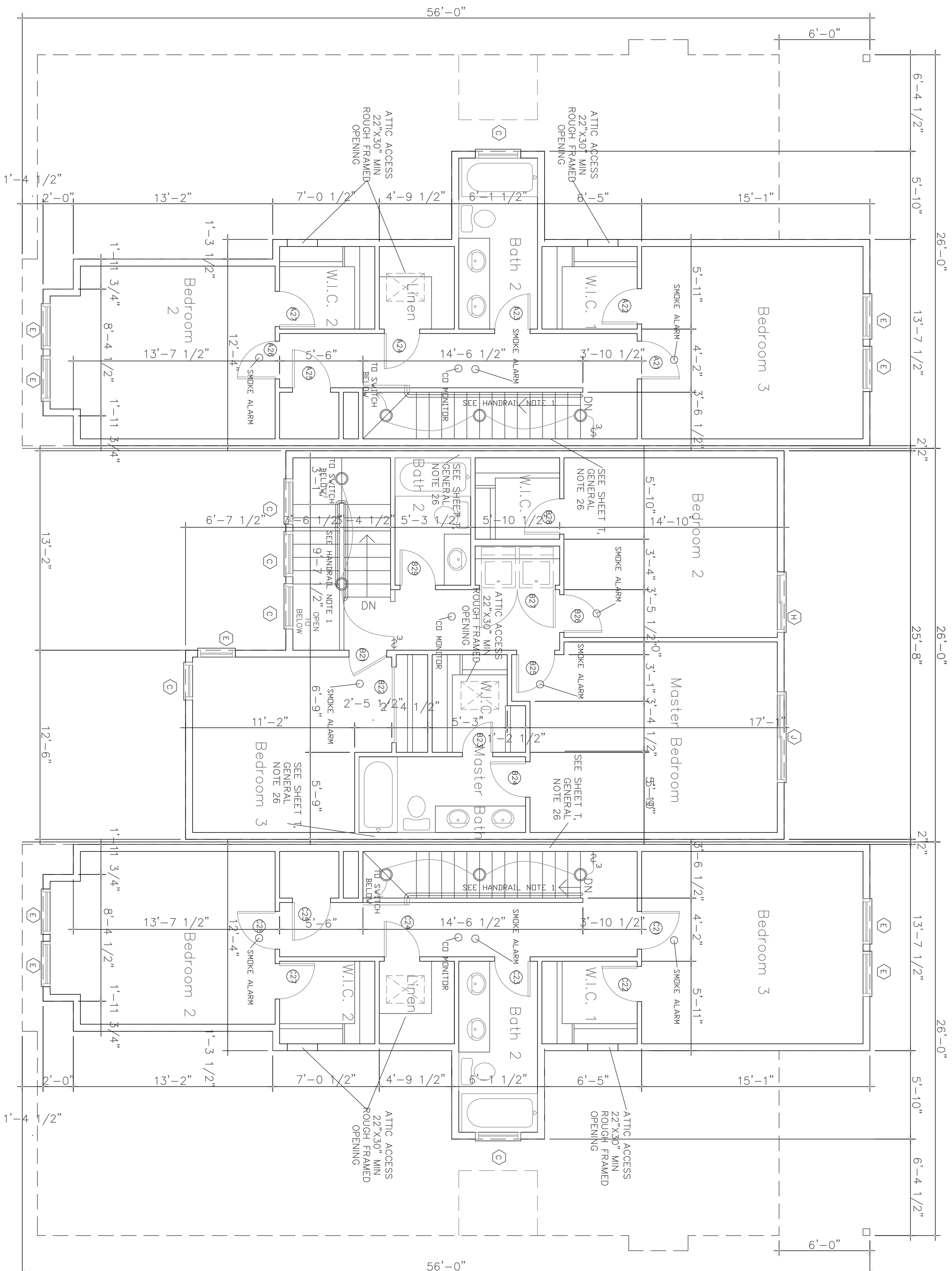
(SEE ELEVATIONS FOR LOCATIONS OF TEMPERED GLASS)

U-FACTOR FOR ALL WINDOWS = .35

AIR INFILTRATION FOR ALL WINDOWS = 3 CFM/SF

MARK	OPER.	WIDTH	HEIGHT	REMARKS
A	SINGLE HUNG	3'-0"	6'-0"	SEE NOTE 1
B	SINGLE HUNG	2'-0"	6'-0"	SEE NOTE 1
C	FIXED	3'-0"	3'-0"	
D	NOT USED			
E	SINGLE HUNG	3'-0"	5'-0"	SEE NOTE 1
F	NOT USED			
G	NOT USED			
H	HORIZ SLIDER	4'-0"	4'-0"	SEE NOTE 1
J	HORIZ SLIDER	4'-0"	6'-0"	SEE NOTE 1

NOTES:
 1. EMERGENCY ESCAPE AND RESCUE OPENING MEETING THE REQUIREMENTS OF IRC SECTION R310.
 2. CLEAR WIDTH OF 20" MIN.
 3. CLEAR HEIGHT 24" MIN.
 4. SILL NOT MORE THAN 44" ABOVE FLOOR.



HANDRAIL NOTE:
 TO PROVIDE 1 1/2" DIA. UNBARRIRED HANDRAIL TO BE 36" ABOVE THE FINISH OF FLOOR AND TO BE 3" ABOVE THE FINISH OF FLOOR DIRECTLY ABOVE THE BOTTOM RISE AND EXTEND TO A POINT DIRECTLY ABOVE THE WALL. UNBARRIRED USING STRANDED TO PROVIDE UNBARRIRED SPACERS 5" APART AND PROVIDE UNBARRIRED SPACERS 5" APART AND 1 1/2" BETWEEN WALL AND EDGE OF HANDRAIL.

SECOND FLOOR PLAN
 1/4" = 1'-0"

GA, I
 GARNER ASSOCIATES,
 INCORPORATED
 ARCHITECTURE AND PLANNING
 Harry Garner
 Registered Architect
 2012 East Third Street
 Rifle, CO 81650
 970/665-5925
 E-mail: garner_jarry@rma.com

TOWNHOUSES
CASTLE VALLEY RANCH
 181, 185, 189 Redstone Drive
NEW CASTLE, COLORADO

REVISIONS
 08-02-18

JOB NUMBER
 1809

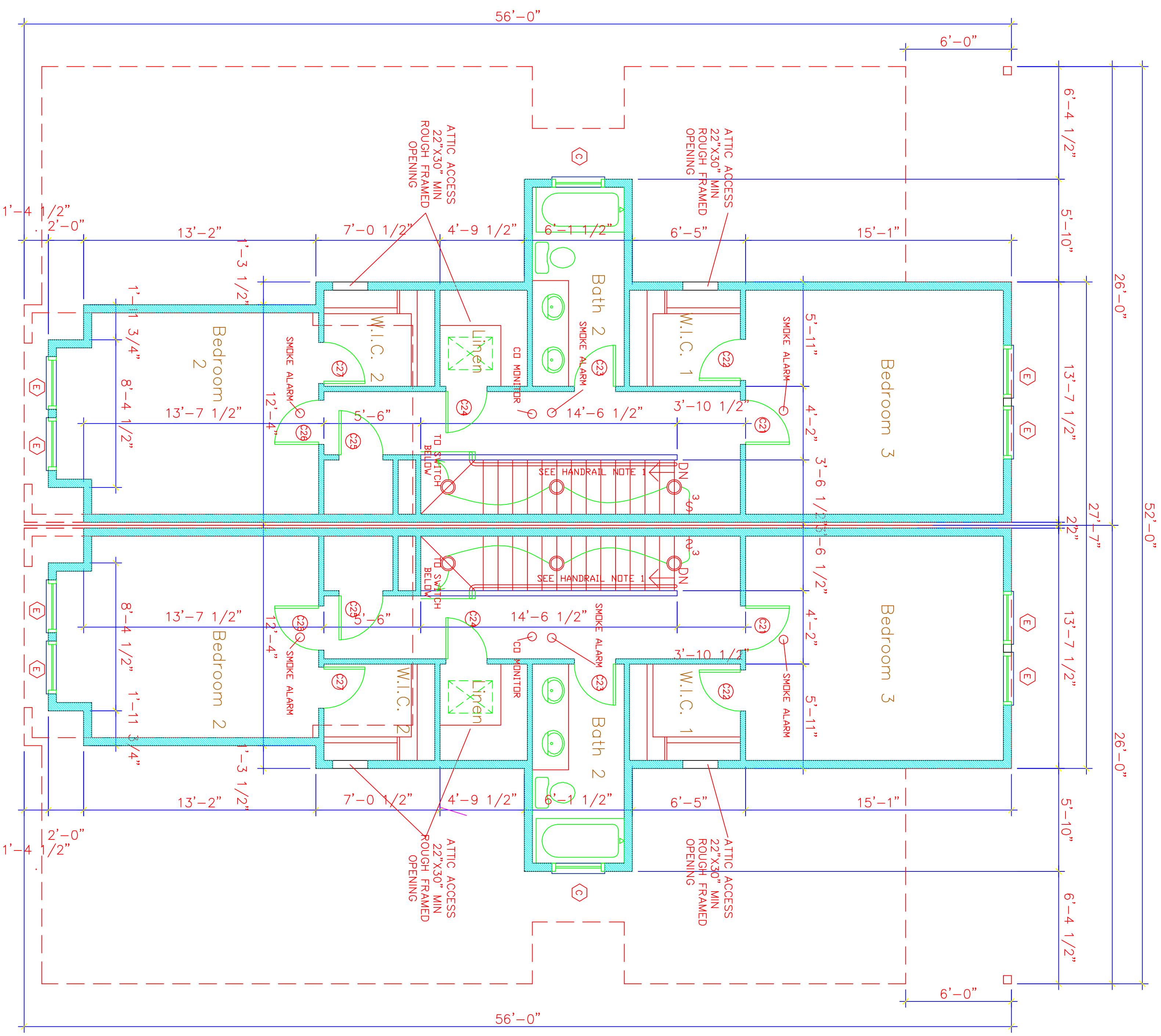
DATE
 11-07-18

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CHECKED BY

SHEET NUMBER
A1.2

**DUPLEX TOWNHOUSES
CASTLE VALLEY RANCH
PLANNING AREA 11
NEW CASTLE, COLORADO**



Unit A

Unit B

SECOND FLOOR PLAN
1/4" = 1'-0"

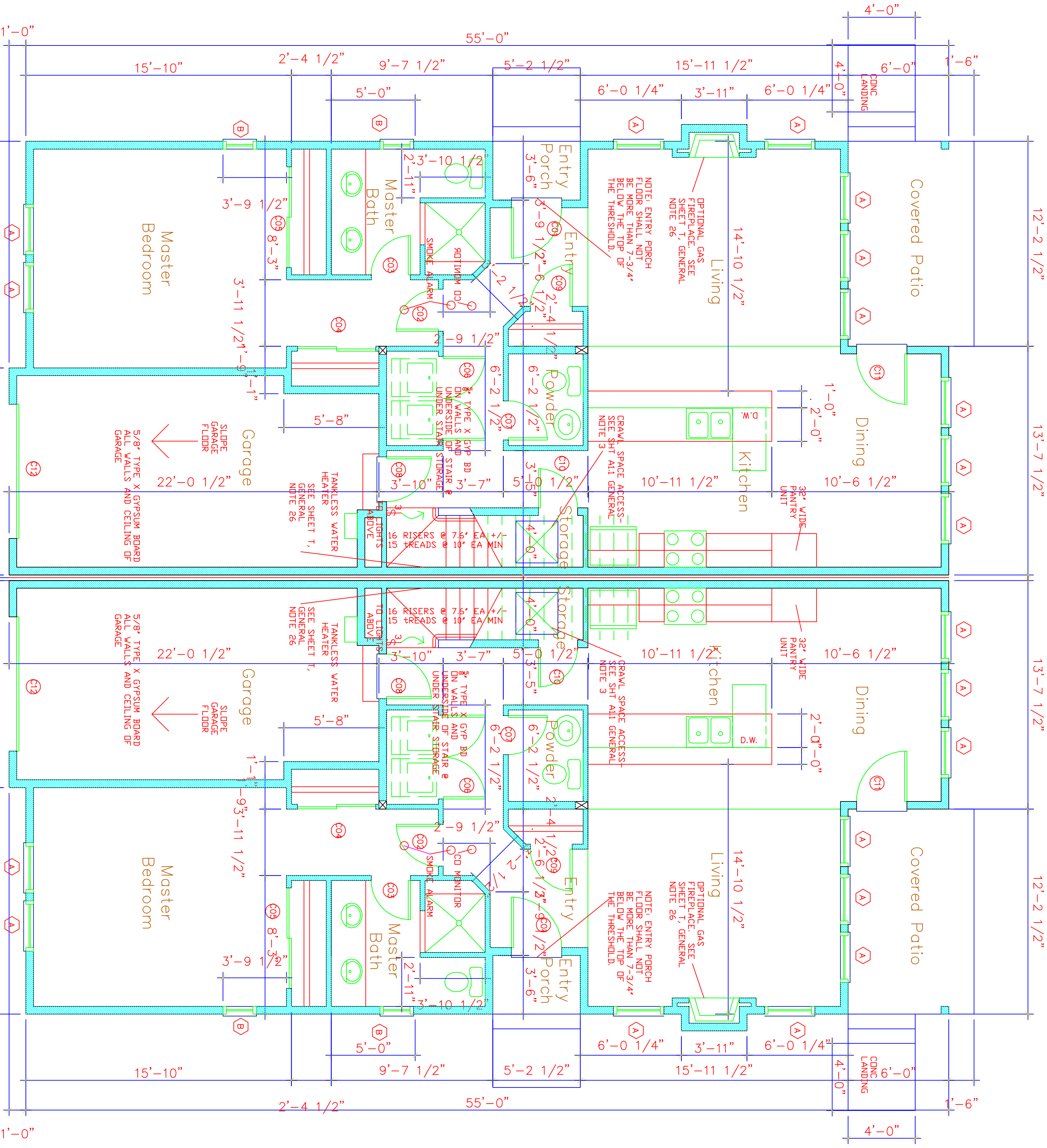
REVISIONS
08-02-18

JOB NUMBER
2012
DATE
10-06-2020
DRAWN BY
CHECKED BY

SHEET NUMBER

A1.2

**DUPLEX TOWNHOUSES
CASTLE VALLEY RANCH
PLANNING AREA 11
NEW CASTLE, COLORADO**



Unit A
Unit B
FIRST FLOOR PLAN
1/4" = 1'-0"

SHEET NUMBER
A1.1

CHECKED BY

DRAWN BY
10-06-2020

DATE

2012

JOB NUMBER

REVISIONS



Front



Front Patio
Middle Unit

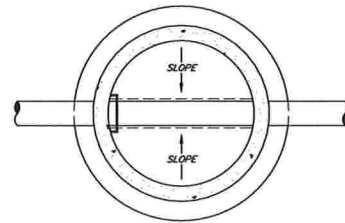


Ray Trace Back



Ray Trace HD3

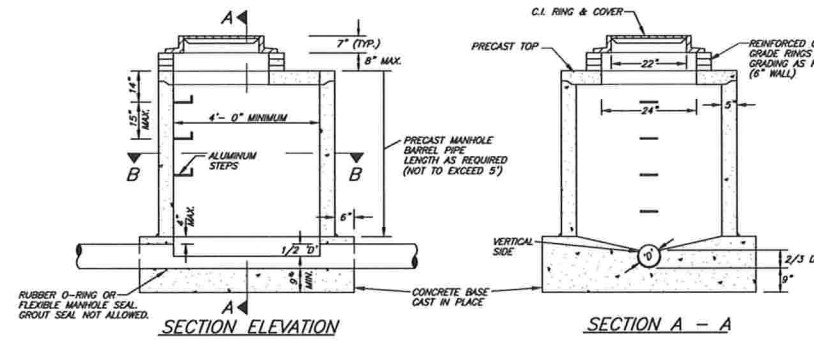




SECTION B - B

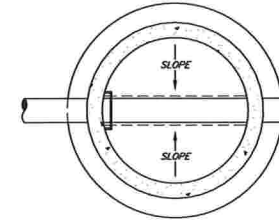
NOTES:

1. All bases shall be cast in place or precast concrete; use #4 rebar on 12" c-c both ways in poured bases.
2. Joint to be located on each side of all manholes, maximum of 24" from inside face.
3. Where available from pipe manufacturer, use expandable water stop or special sleeve as per manufacturer's specifications.
4. Steps to be located on side of bench or over upstream pipe.
5. Use Rub-R-Nek preformed gasket (2 layers) or grout in place between all bottom section, barrel sections, concrete grade rings, and top castings.
6. Backfill within 24" of manhole: Class 6 aggregate or native materials with less than 3" size.
7. Precast rings or metal riser ring course shall be utilized where required with 2 courses minimum and 12 courses maximum (2 minimum, 12" maximum height).
8. Grade adjustment as follows: Greater than, or equal to, 1 foot, concrete barrel sections; less than 1 foot, concrete or metal grade rings.
9. Finish grade as follows: With asphalt or concrete pavements flush; with base course surface or dirt/topsoil -3" below grade.



SHALLOW MANHOLE DETAIL

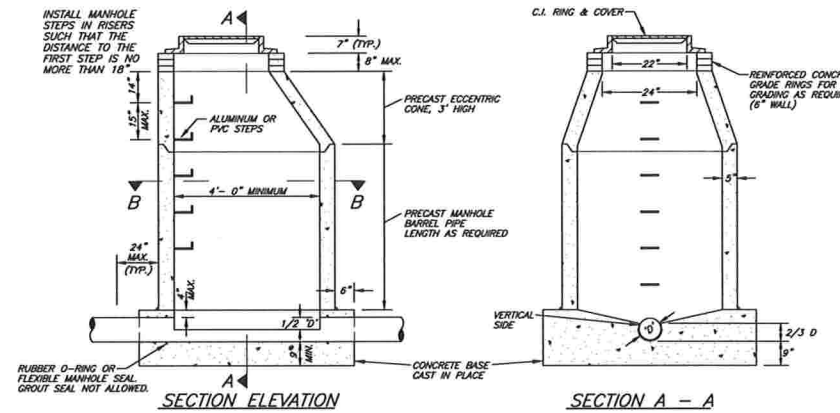
N.T.S.



SECTION B - B

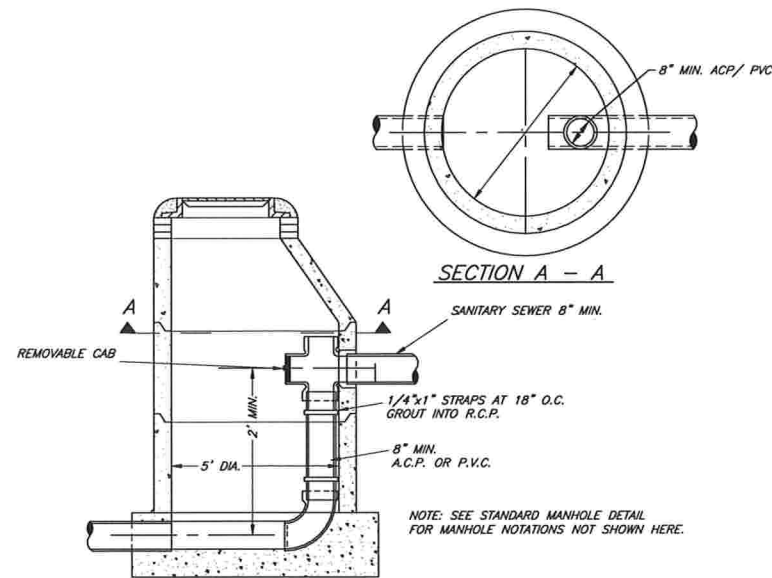
NOTES:

1. All bases shall be cast in place or precast concrete; use #4 rebar on 12" c-c both ways in poured bases.
2. Where available from pipe manufacturer, use expandable water stop or special sleeve as per manufacturer's specifications.
3. Steps to be located on side of bench or over upstream pipe.
4. Use Rub-R-Nek preformed gasket (2 layers) or grout in place between all bottom section, barrel sections, concrete grade rings, and top castings.
5. Backfill within 24" of manhole: Class 6 aggregate or native materials with less than 3" size.
6. Precast rings or metal riser ring course shall be utilized where required with 2 courses minimum and 12 courses maximum (2 minimum, 12" maximum height).
7. Grade adjustment as follows: Greater than, or equal to, 1 foot, concrete barrel sections; less than 1 foot, concrete or metal grade rings.
8. Finish grade as follows: With asphalt or concrete pavements flush; with base course surface or dirt/topsoil -3" below grade.



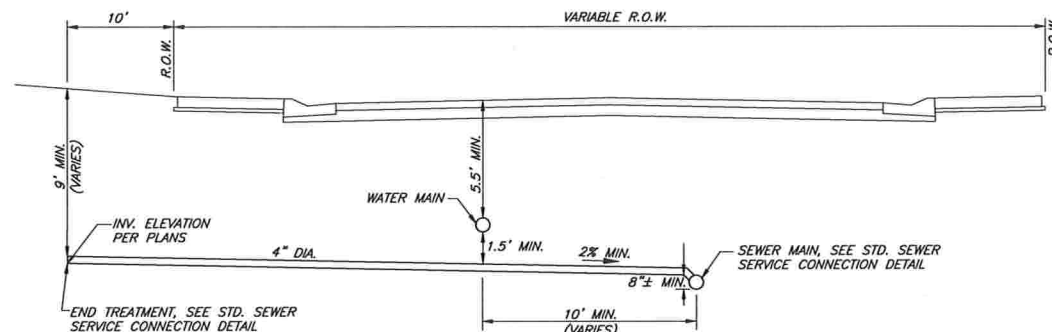
STANDARD MANHOLE DETAIL

N.T.S.



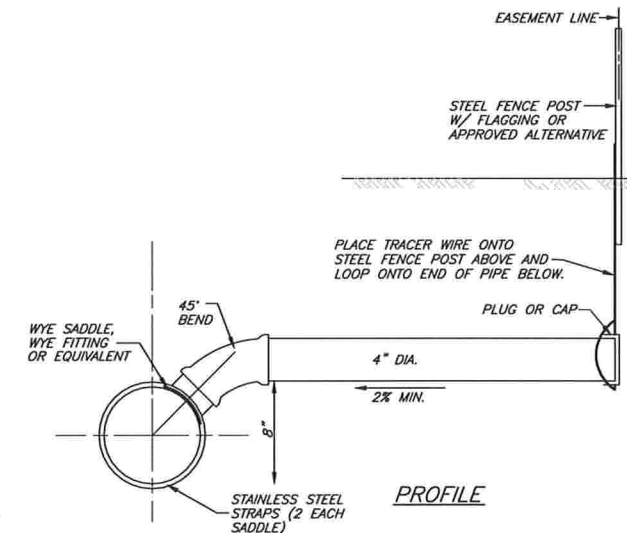
DROP CONNECTION TO STANDARD MANHOLE

N.T.S.



SEWER SERVICE PASSING UNDER WATER MAIN

SCALE: 1" = 4'



STANDARD SEWER SERVICE CONNECTION DETAIL

N.T.S.

- 1) IN-LINE WYE FOR NEW CONSTRUCTION.
- 2) WYE SADDLE FOR OTHER SERVICES.
- 3) BACKFILL UNDER WYE TO BE SCREENED ROCK OR CLASS 6 AGGREGATE, 95% COMPACTION DENSITY PER ASTM D-698.
- 4) MINIMUM COVER - 5 FEET.

Date	By	Revision	Project Milestone
			Preliminary Not For Construction
Job No.	2000-109.028	Drawn by	JM
Date	2.17.22	QC	DJC
File	CVR17-Utility.dwg		

c:\2020\2000-109\2000-109\2000-109\Drawings\Sanitary Sewer\CV17-Utility.dwg Plot Date: 2/16/2022 11:13 AM By: Tjenn Siberry

Final Plat
Castle Valley Ranch Subdivision, Filing No. 11
 a Portion in Initial Property 1 and Initial Property 2,
 W 1/2, NW 1/4 Section 32 and E 1/2, NE 1/4 Section 31 in
 Township 5 South, Range 90 West of the 6th Principal Meridian,
 Town of New Castle, Garfield County, Colorado

- CURVE TABLE -

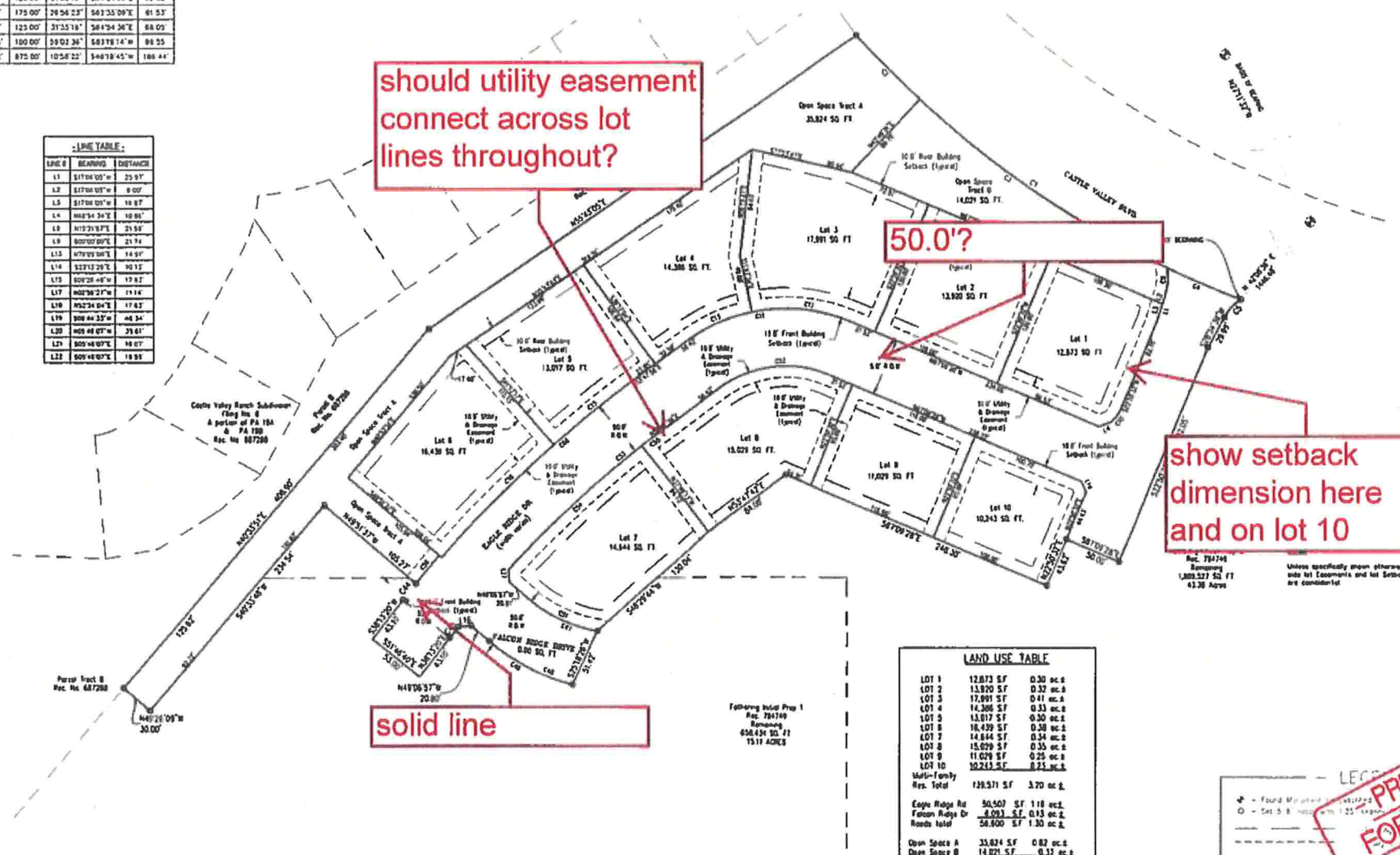
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	410.82'	862.25'	2717.54'	S55.36+43E	406.84'
C2	77.92'	862.01'	510.48'	S44.35+02E	77.90'
C3	282.92'	862.16'	1728.22'	S50.24+41E	281.90'
C4	89.84'	862.01'	439.81'	S44.28+28E	89.84'
C5	21.22'	44.91'	2718.48'	S41.73+24W	21.02'
C6	22.85'	48.83'	2823.21'	N02.55+47E	22.75'
C7	13.58'	24.94'	3135.27'	N30.38+21E	13.59'
C8	154.58'	150.00'	5802.36'	S83.19+14W	147.83'
C9	90.47'	150.00'	3438.05'	N84.28+21W	89.30'
C10	63.90'	150.00'	2424.20'	S84.00+11W	63.42'
C11	89.81'	1023.00'	570.13'	S51.72+20W	89.78'
C12	130.35'	1023.00'	744.41'	S44.24+23W	130.44'
C13	18.40'	1028.00'	191.33'	S50.44+08W	18.40'
C14	12.21'	875.00'	0.43+02E	S30.34+91W	12.21'
C15	82.28'	175.00'	2856.23'	S87.25+09E	81.53'
C16	88.82'	125.00'	3135.18'	S84.24+36E	89.02'
C17	81.28'	175.00'	2856.23'	S83.25+08E	81.53'
C18	88.82'	125.00'	3135.18'	S84.24+36E	89.02'
C19	103.00'	100.00'	5802.36'	S83.19+14W	88.25'
C20	168.72'	875.00'	1058.22'	S48.19+45W	168.44'

- CURVE TABLE -

CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C21	158.17'	875.00'	921.15'	S47.30+11W	158.00'
C22	27.53'	875.00'	137.08'	S52.59+22W	27.53'
C23	32.00'	1028.00'	147.91'	S40.09+23W	32.00'
C24	19.02'	115.42'	624.53'	S14.20+47E	19.02'
C25	291.51'	862.07'	3976.53'	S41.29+02E	279.86'
C26	342.58'	719.88'	2715.45'	N67.40+47W	328.28'
C27	110.88'	81.00'	7720.15'	N48.27+22W	102.47'
C28	97.21'	719.88'	432.37'	N41.91+02E	97.29'
C29	228.26'	1025.00'	1245.53'	S47.24+58W	227.89'

- LINE TABLE -

LINE #	BEARING	DISTANCE
L1	S17.04+02W	20.97'
L2	S17.04+02W	8.00'
L3	S17.04+02W	18.87'
L4	N02.34+31E	18.90'
L5	N11.21+37E	21.24'
L6	S02.02+02E	21.74'
L7	N79.09+01E	14.97'
L8	S27.12+20E	10.12'
L9	S02.28+40W	17.87'
L10	N02.30+21W	11.14'
L11	N02.34+04E	17.82'
L12	S08.44+32W	48.34'
L13	N08.48+07W	29.61'
L14	S09.48+07E	18.07'
L15	S09.48+07E	18.95'



LAND USE TABLE

LOT 1	12,873 SF	0.30 ac.
LOT 2	13,920 SF	0.32 ac.
LOT 3	12,991 SF	0.31 ac.
LOT 4	14,208 SF	0.33 ac.
LOT 5	13,817 SF	0.30 ac.
LOT 6	18,439 SF	0.42 ac.
LOT 7	14,844 SF	0.34 ac.
LOT 8	15,829 SF	0.35 ac.
LOT 9	11,079 SF	0.25 ac.
LOT 10	10,243 SF	0.23 ac.
Multi-Family Res. Total	128,511 SF	3.70 ac.
Cage Ridge Rd	50,507 SF	1.16 ac.
Fairway Ridge Dr	4,203 SF	0.10 ac.
Roads Total	54,710 SF	1.26 ac.
Open Space A	33,824 SF	0.87 ac.
Open Space B	11,205 SF	0.25 ac.
Total Open Space	45,029 SF	1.12 ac.
10 LOTS	330 ac.	578
Room	130 ac.	235
OPEN SPACE PARCELS	115 ac.	205
TOTAL	545 ac.	100%

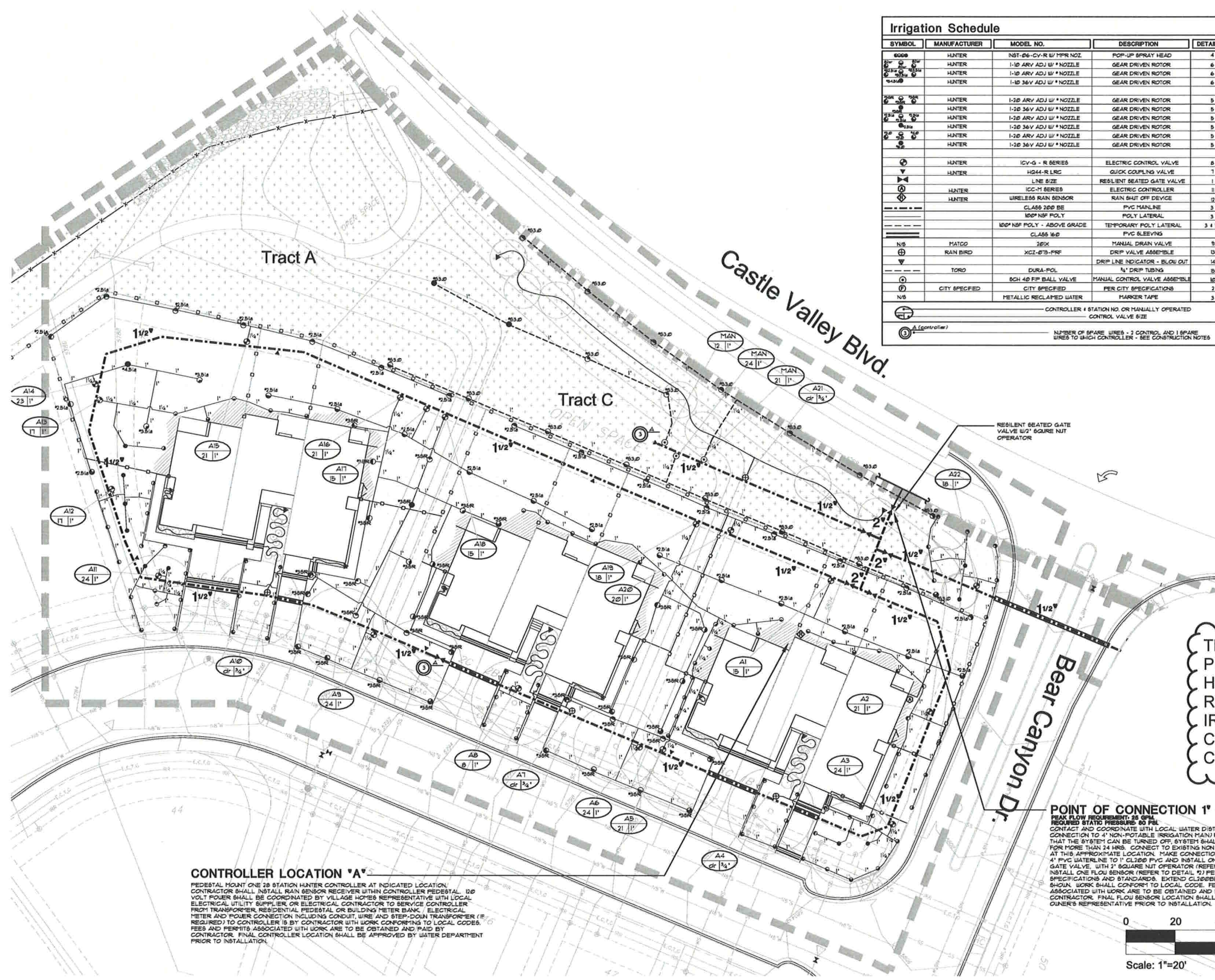
PRELIMINARY - FOR REVIEW ONLY

Castle Valley Ranch Sub
Filing 11

Final Plat

2

SGM
 118 West Sixth Street, Suite 200
 Glenwood Springs, CO 81601
 970.945.1004 www.sgminc.com



Irrigation Schedule				
SYMBOL	MANUFACTURER	MODEL NO.	DESCRIPTION	DETAIL NO.
⊙	HUNTER	NST-06-CV-R W/ MFR NOZ	POP-UP SPRAY HEAD	4
⊙	HUNTER	1-10 ARV ADJ W/ NOZZLE	GEAR DRIVEN ROTOR	6
⊙	HUNTER	1-10 ARV ADJ W/ NOZZLE	GEAR DRIVEN ROTOR	6
⊙	HUNTER	1-10 36V ADJ W/ NOZZLE	GEAR DRIVEN ROTOR	6
⊙	HUNTER	1-10 ARV ADJ W/ NOZZLE	GEAR DRIVEN ROTOR	5
⊙	HUNTER	1-10 36V ADJ W/ NOZZLE	GEAR DRIVEN ROTOR	5
⊙	HUNTER	1-10 ARV ADJ W/ NOZZLE	GEAR DRIVEN ROTOR	5
⊙	HUNTER	1-10 36V ADJ W/ NOZZLE	GEAR DRIVEN ROTOR	5
⊙	HUNTER	1-10 ARV ADJ W/ NOZZLE	GEAR DRIVEN ROTOR	5
⊙	HUNTER	1-10 36V ADJ W/ NOZZLE	GEAR DRIVEN ROTOR	5
⊙	HUNTER	1CV-G - R SERIES	ELECTRIC CONTROL VALVE	8
⊙	HUNTER	HQ44-R LRC	QUICK COUPLING VALVE	7
⊙	HUNTER	LINE SIZE	RESILIENT SEATED GATE VALVE	1
⊙	HUNTER	ICC-1 SERIES	ELECTRIC CONTROLLER	11
⊙	HUNTER	WIRELESS RAIN SENSOR	RAIN SHUT OFF DEVICE	12
---	---	CLASS 1500 BE	PVC MAINLINE	3
---	---	100' NSF POLY	POLY LATERAL	3
---	---	100' NSF POLY - ABOVE GRADE	TEMPORARY POLY LATERAL	3 & 10
---	---	CLASS 150	PVC SLEEVING	3
⊙	MATCO	3500	MANUAL DRAIN VALVE	9
⊙	RAN BIRD	XCL-075-PRF	DRIP VALVE ASSEMBLY	13
⊙	TORO	DURA-POL	DRIP LINE INDICATOR - BLOW OUT	14
⊙	TORO	80H 40 FIP BALL VALVE	MANUAL CONTROL VALVE ASSEMBLY	10
⊙	CITY SPECIFIED	---	PER CITY SPECIFICATIONS	2
⊙	METALIC RECLAIMED WATER	---	MARKER TAPE	3

Irrigation Construction Notes

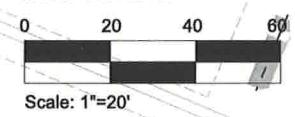
- DRAWINGS AND BASE INFORMATION - ALL BASE AND PLANTING INFORMATION HAS BEEN PROVIDED BY CONSULTING DESIGN INC. THE CONTRACTOR IS RESPONSIBLE TO NOTIFY HYDROSYSTEMS-KDI OF ANY DISCREPANCIES BETWEEN THE UTILITY OR PLANTING PLANS AND THE IRRIGATION PLAN. IF CONTRACTOR FAILS TO NOTIFY HYDROSYSTEMS-KDI AND MAKES CHANGES TO THE IRRIGATION SYSTEM DESIGN, HE ASSUMES ALL COSTS AND LIABILITIES ASSOCIATED WITH THOSE FIELD CHANGES. REFER TO SPECIFICATIONS FOR ADDITIONAL PROJECT REQUIREMENTS.
- SYSTEM PRESSURE - HYDROSYSTEMS-KDI HAS CONTACTED THE LOCAL WATER DISTRICT THAT SERVES THIS SITE AND THEY HAVE BEEN TOLD THAT THE STATIC WATER PRESSURE IN THIS AREA SHOULD BE 8 PSI. THE CONTRACTOR IS RESPONSIBLE TO FIELD VERIFY PRESSURE PRIOR TO COMMENCING ANY CONSTRUCTION AND NOTIFY HYDROSYSTEMS-KDI OF ANY VARIANCE FROM THE STATED PRESSURE. IF CONTRACTOR FAILS TO FIELD VERIFY PRESSURE AND/OR NOTIFY HYDROSYSTEMS-KDI OR ANY VARIATIONS FROM THIS PRESSURE, THEN HE ASSUMES ALL CONSTRUCTION AND ENGINEERING COSTS ASSOCIATED WITH SYSTEM MODIFICATIONS REQUIRED TO ACCOMMODATE ACTUAL SITE PRESSURE. THIS SYSTEM HAS BEEN DESIGNED FOR A REQUIRED STATIC PRESSURE OF 8 PSI FROM NON-POTABLE WATER SOURCES.
- IRRIGATION SYSTEM OPERATION INTENT - THIS IRRIGATION SYSTEM HAS BEEN DESIGNED TO IRRIGATE THE ESTABLISHED LANDSCAPE WITHIN A SIX NIGHT PER WEEK SIX HOUR PER NIGHT WATERING SCHEDULE. ESTABLISHMENT WATERING WILL REQUIRE UP TO TWICE AS MUCH IRRIGATION FOR A FOUR TO SIX WEEK PERIOD. THE DESIGN IS BASED ON THE FOLLOWING PROJECTED WEEKLY APPLICATION RATES AFTER ESTABLISHMENT. THESE FIGURES ARE BASED ON A 30-YEAR AVERAGE WEATHER DATA AND WILL NEED TO BE ADJUSTED DUE TO SEASONAL CHANGES AND WEATHER CONDITIONS ABOVE AND BELOW THE AVERAGE VALUES UTILIZED.
 - BLUEGRASS TURF 1.5" PER WEEK PEAK SEASON
 - NATIVE SEED MIXES 1.8" PER WEEK PEAK SEASON (TWO SEASONS)
- IT IS THE INTENT OF THIS DESIGN THAT NATIVE AREAS WOULD ONLY BE IRRIGATED FOR ESTABLISHMENT.
- IT IS THE INTENT OF THIS DESIGN THAT ALL IRRIGATION EQUIPMENT BE INSTALLED WITHIN PROPERTY LIMITS AND WITHIN LANDSCAPED AREAS. ANY EQUIPMENT SHOWN OUTSIDE OF THESE LIMITS IS SHOWN IN THAT LOCATION FOR GRAPHICAL CLARITY ONLY. ALL VALVE BOXES SHALL BE INSTALLED A MINIMUM OF 2'-0" FROM EDGE OF ANY PAVED SURFACES. ALL VALVE BOXES SHALL BE PLACED A MINIMUM OF 3'-0" FROM THE CENTERLINE OF ANY DRAINAGE GULCH.
- SLEEVING - ALL SLEEVING UNDER PAVED SURFACES SHOWN ON PLANS IS BY CONTRACTOR UNLESS OTHERWISE NOTED. SLEEVING SHALL BE INSTALLED IN THE SPACES AND QUANTITIES SHOWN ON PLANS OR BASED ON THE SCHEDULE BELOW. WHERE SLEEVES ARE SHOWN, BUT NOT LABELED, FOLLOW THE SCHEDULE BELOW. ALL MAINLINE CONTROL LINES AND DRIP LINES UNDER PAVED SURFACES ARE TO BE INSTALLED IN SLEEVING.

SLEEVING PIPE SIZE/WIRE QUANTITY	REQUIRED SLEEVE SIZE AND QUANTITY
1/2" - 1 1/2" PIPING	2" PVC (1)
1 1/2" - 2" PIPING	4" PVC (1)
2" - 3" PIPING	6" PVC (1)
1" - 50' CONTROL WIRES	2" PVC (1)
- POP-UP SPRAY NOZZLES - CONTRACTOR TO INSTALL PLASTIC NOZZLES ON ALL POP-UP SPRAY HEADS. INSTALL 15 SERIES NOZZLES ON ALL HEADS SPACED 8" TO 12". INSTALL 10 SERIES NOZZLES ON ALL HEADS SPACED AT 9" TO 10". INSTALL 8 SERIES NOZZLES ON HEADS SPACED LESS THAN 8". INSTALL SIDE STRIP NOZZLES ON ALL HEADS WITH AN 'R' DESIGNATION AND RIGHT AND LEFT CORNER STRIP NOZZLES ON 6" POP-UP HEADS FOR ALL HEADS WITH AN 'R' OR 'L' DESIGNATION. ALL VALVE BOXES SHALL BE INSTALLED ADJACENT TO CURVILINEAR SHRUB BEDS OR FOR ANY ANGLES THAT ARE NOT A STANDARD NOZZLE ANGLE.
- DRIP IRRIGATION - REFER TO IRRIGATION DETAIL 6-INCH FOR DRIP EMITTER QUANTITIES AND PLACEMENT.
- SPARE CONTROL WIRES - CONTRACTOR SHALL EXTEND THREE SPARE WIRES (ONE COMMON AND 2 CONTROL WIRES) FROM EACH CONTROLLER TO THE END OF THE MAINLINE SERVING THAT CONTROLLER OR AS SHOWN ON THE PLANS. INSTALL SPARE WIRES IN ROUND VALVE BOX WITH QUICK COUPLING VALVE. REFER TO SPECIFICATIONS FOR WIRE COLOR. SEE IRRIGATION SCHEDULE FOR ADDITIONAL INFORMATION.
- CONTRACTOR SHALL FINE TUNE/ADJUST THE IRRIGATION SYSTEM TO REDUCE/AVOID OVER SPRAY ON TO HARD SURFACES BY ADJUSTING NOZZLE DIRECTION AND NOZZLE RADIUS.
- NON-POTABLE WATER SOURCE - CONTRACTOR SHALL INSTALL PURPLE CAPS / COVERS ON ALL SPRINKLER HEADS, QUICK COUPLER VALVES AND VALVE BOX LIDS. ALL CONTROL VALVES SHALL HAVE PURPLE SOLENOIDS AND HANDLES OR NON-POTABLE TAGS ATTACHED.

THIS CONCEPTUAL IRRIGATION PLAN BASED ON THE 2008 VILLAGE HOMES SUBMITTAL IS REPRESENTATIVE OF THE LEVEL OF IRRIGATION IMPROVEMENTS THAT CVR INVESTORS RECENTLY COMPLETED ON FILING 10.

CONTROLLER LOCATION 'A'
 PEDESTAL MOUNT ONE 28 STATION HUNTER CONTROLLER AT INDICATED LOCATION. CONTRACTOR SHALL INSTALL RAIN SENSOR RECEIVER WITHIN CONTROLLER. PEDESTAL 120 VOLT POWER SHALL BE COORDINATED BY VILLAGE HOMES REPRESENTATIVE WITH LOCAL ELECTRICAL UTILITY SUPPLIER OR ELECTRICAL CONTRACTOR TO SERVICE CONTROLLER FROM TRANSFORMER, RESIDENTIAL PEDESTAL OR BUILDING METER BANK / ELECTRICAL METER AND POWER CONNECTION INCLUDING CONDUIT, WIRE AND STEP-DOWN TRANSFORMER (IF REQUIRED) TO CONTROLLER IS BY CONTRACTOR WITH WORK CONFORMING TO LOCAL CODES. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID BY CONTRACTOR. FINAL CONTROLLER LOCATION SHALL BE APPROVED BY WATER DEPARTMENT PRIOR TO INSTALLATION.

POINT OF CONNECTION 1" - Non-Potable
 PEAK FLOW REQUIREMENT: 25 GPM
 REQUIRED STATIC PRESSURE: 80 PSF
 CONTACT AND COORDINATE WITH LOCAL WATER DISTRICT (PRIOR TO MAKING CONNECTION TO 4" NON-POTABLE IRRIGATION MAIN) FOR LOCATION AND TIME THAT THE SYSTEM CAN BE TURNED OFF. SYSTEM SHALL NOT BE INTERRUPTED FOR MORE THAN 24 HRS. CONNECT TO EXISTING NON-POTABLE 4" WATERLINE AT THIS APPROXIMATE LOCATION. MAKE CONNECTION AND TRANSITION FROM 4" PVC WATERLINE TO 1" CLASS 1500 PVC AND INSTALL ONE (1) RESILIENT SEATED GATE VALVE WITH 2" SQUARE NUT OPERATOR (REFER TO DETAIL 1) AND INSTALL ONE FLOW SENSOR (REFER TO DETAIL 2) PER TOWN OF NEW CASTLE SPECIFICATIONS AND STANDARDS. EXTEND CLASS 1500 PVC MAINLINE AS SHOWN. WORK SHALL CONFORM TO LOCAL CODE. FEES AND PERMITS ASSOCIATED WITH WORK ARE TO BE OBTAINED AND PAID FOR BY CONTRACTOR. FINAL FLOW SENSOR LOCATION SHALL BE APPROVED BY OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.



HydroSystems-KDI, Inc.
 300 Union Blvd Suite 402
 Lakewood, Colorado 80226
 303-963-5207
 Fax: 303-967-0384

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 Glenwood Springs, Colorado 81601
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 Aspen, Colorado (970) 925-6727
 Crested Butte, CO (970) 349-5355

CASTLE VALLEY RANCH
 PLANNING AREA #17
 FINAL PUD DEVELOPMENT PLAN

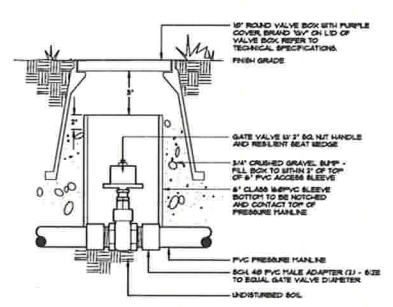
NUM-BER	REVISION	DATE	BY



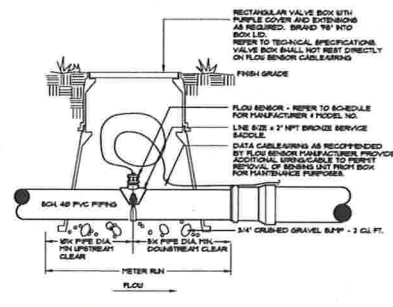
CONSILUUM DESIGN, INC.
 7353 South Alton Way, Suite 135
 Centennial, CO 80112
 Tel: 303.224.9520
 Fax: 303.224.9524

Job No.	TBD
Drawn by:	JBM
Date:	06-03-2008
QC:	FE:
File:	FDPSUBMITTAL

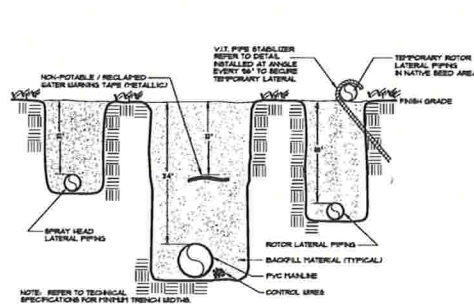
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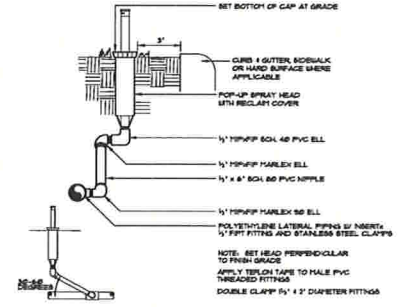
GATE VALVE



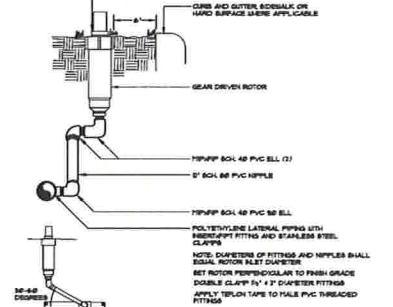
FLOW SENSOR



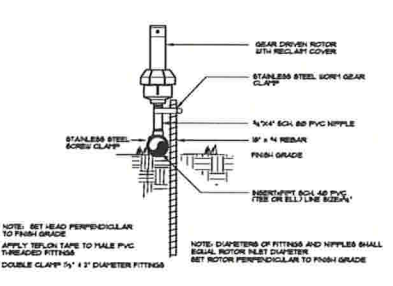
TRENCH



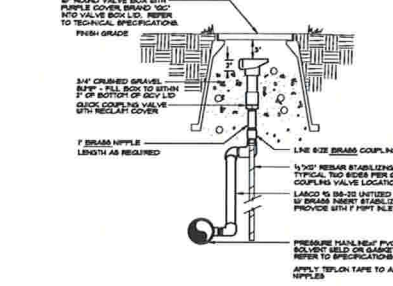
POP-UP SPRAY HEAD



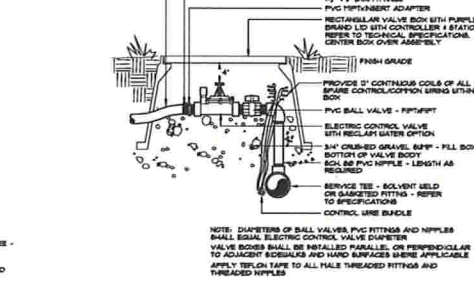
GEAR DRIVEN ROTOR



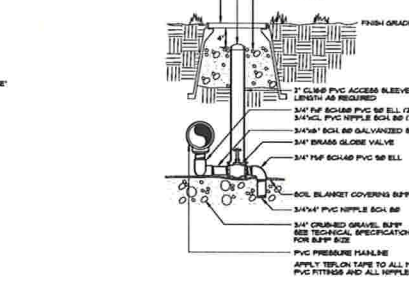
GEAR DRIVEN ROTOR ABOVE GRADE



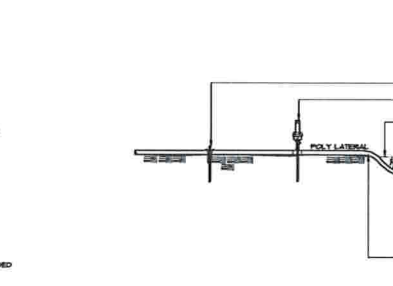
QUICK COUPLING VALVE



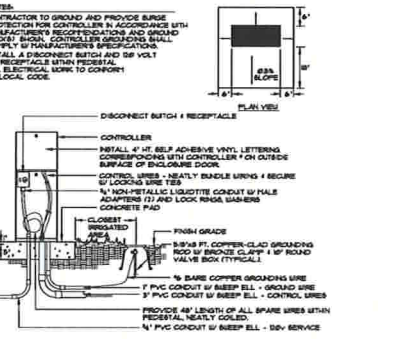
ELECTRIC CONTROL VALVE



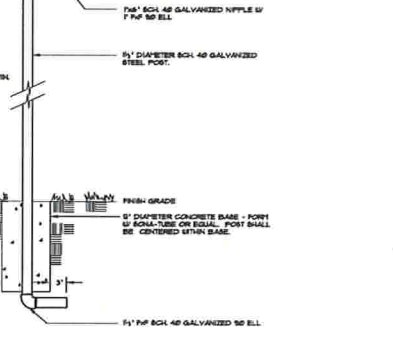
MANUAL DRAIN VALVE



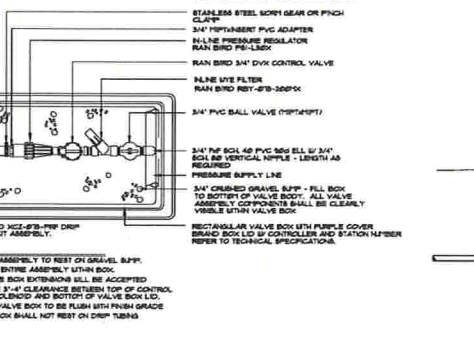
MANUAL ZONE CONTROL (TEMPORARY SYSTEM)



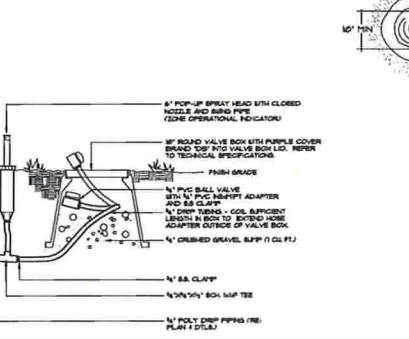
ELECTRIC CONTROLLER



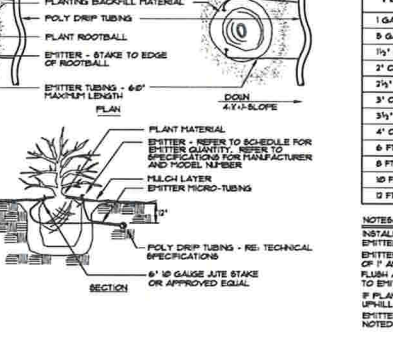
RAIN SENSOR



DRIP VALVE ASSEMBLY



DRIP TUBE FLUSH-OUT AND OPERATIONAL INDICATOR



DRIP EMITTER

PLANT SIZE	EMITTER FLOW RATE	EMITTER QTY. AT MULCHED BED LOCATIONS	EMITTER QTY. AT NATIVE BED LOCATIONS
1 GALLON MATERIAL	25 GPH	ONE EACH	ONE EACH
2 GALLON MATERIAL	25 GPH	TWO EACH	TWO EACH
3 GALLON MATERIAL	25 GPH	THREE EACH	THREE EACH
4 GALLON MATERIAL	25 GPH	FOUR EACH	FOUR EACH
5 GALLON MATERIAL	25 GPH	FIVE EACH	FIVE EACH
6 GALLON MATERIAL	25 GPH	SIX EACH	SIX EACH
7 GALLON MATERIAL	25 GPH	SEVEN EACH	SEVEN EACH
8 GALLON MATERIAL	25 GPH	EIGHT EACH	EIGHT EACH
9 GALLON MATERIAL	25 GPH	NINE EACH	NINE EACH
10 GALLON MATERIAL	25 GPH	TEN EACH	TEN EACH
11 GALLON MATERIAL	25 GPH	ELEVEN EACH	ELEVEN EACH
12 GALLON MATERIAL	25 GPH	TWELVE EACH	TWELVE EACH
13 GALLON MATERIAL	25 GPH	THIRTEEN EACH	THIRTEEN EACH
14 GALLON MATERIAL	25 GPH	FOURTEEN EACH	FOURTEEN EACH

NOTES:
 1. INSTALL EMITTERS ON OPPOSING SIDES OF ROOTBALL. THREE OR MORE EMITTERS SHALL BE EQUALLY SPACED AROUND ROOT BALL.
 2. EMITTERS ARE TO BE INSTALLED TO CLEAR SURFACE BY A MINIMUM OF 1" AND A MAXIMUM OF 2".
 3. FLUSH ALL LINES THOROUGHLY, INCLUDING EMITTER MICRO-TUBING PRIOR TO EMITTER INSTALLATION.
 4. IF PLANTING ON A 4:1 SLOPE OR STEEPER, INSTALL BOTH EMITTERS ON UP-SLOPE SIDE OF ROOT BALL.
 5. EMITTERS SHALL BE SELF-FLUSHING, PRESSURE COMPENSATING-TYPE UNLESS NOTED OTHERWISE WITHIN TECHNICAL SPECIFICATIONS.



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 Crested Butte, CO (970) 349-5355

CASTLE VALLEY RANCH
 PLANNING AREA #17
 FINAL PUD DEVELOPMENT PLAN

NUM-BER	REVISION	DATE	BY



Job No. TBD
 Drawn by: JBM
 Date: 06-03-2008
 QC: PE:
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**Final Application for Subdivision and PUD Development Plans
In Castle Valley Ranch, Filing II**

TO: New Castle Town Council

FROM: Bonnie R. Daniels, New Castle Resident

SUBJECT: Final Application-Approval

DATE: April 26, 2022

Thank you for taking opinions, views, protests, and objections from the Residents of New Castle regarding the final application approval of this proposed subdivision.

I have a background working with Developers and Builders during my 35-year career working in the real estate field. I have witnessed, firsthand, their challenges moving through the process of Planning & Zoning meetings and the final steps for Town Council approval. These are the developments I have participated in and only list them to lend to my credibility and opinions:

Blakewood Court – found the Developer/Builder. Assisted in the subdivision approval process.

Glenwood Highlands-found the Developer. Assisted in the subdivision approval process.

Cottonwood Landing. Worked with the Developer. Assisted in the subdivision approval process.

Sopris Station. Worked with the Developer. Assisted in the up-zone subdivision approval process.

Oasis Creek. Found the Developer/Builder. Assisted in the subdivision approval process. Denied.

Teller Springs. Worked with the Developer.

Sunset Ridge. Found the Developer/Builder. Assisted in the subdivision approval process.

4-Mile Ranch. Worked with the Developer for subdivision approval. Denied.

Park West. Found Developer. Assisted in the subdivision approval process.

Knoll Ridge Townhomes. Worked with the Builder.

Sitting through many P & Z meetings I learned a lot about the process and the concerns of the citizens. Yes, Developer/Builders are in the business of making a profit and will give/take to meet their objectives. Yes, the Public has a right to bring up objections and voice their opinions. I am now a “public” person, and I would like to make the following comments.

Yes – we need housing. But, Developer, do not call it “affordable.” The market will bear what the Buyer is willing to pay. The Developer takes his chances on a good outcome of profit. The Buyer will decide if it meets his/her needs and budget. It will not be Single-Family Housing. At today’s housing costs, there will be multiple people (related or not) living together. There will be no enforcement of “single family.” If there are 2-bedroom units, that will mean two cars at least. There will be 3-bedroom units and 3+ people living together, with three cars, at least. The solution is use of the garage(s) as garages and driveways as the location for vehicles (enforced). Town Council - do not allow the use of public streets for owners' excess vehicles. The streets need to be open and wide enough for snow plowing and emergency vehicles. Nearby cul-de-sacs have been filled with too many cars, making a fire truck or garbage truck unable to maneuver the turns.

Additional pocket parking areas should be spread out - off the streets. A bus stop location should be incorporated into the project both for school and public buses. Access in and out of the development is insufficient for emergency evacuation. Having experienced the fires personally that occurred in West Glenwood, I can attest to the traffic jams and panic. The residents of Glenwood Springs are currently seeking to vote against a current development in West Glenwood for just this reason, amongst others. I sat on Park & Recreation for years in Glenwood Springs. The Chairman, at the time, voiced his opinion of what parks and recreation should entail in a community. He cited the cities he had visited and the ones that he was most impressed with which were the ones with parks, trails, and open space. New Castle has a chance to be like that with tougher development requirements. These amenities make a potential development more popular and marketable. A win-win for the Developer and the Consumer. Unfortunately, the real loser in any development scenario is the wildlife.

Growth and change are inevitable. I would like Town Council to consider an approval that encompasses a project that you look back on and be proud of the accomplishment and not a shoulda/coulda scenario.

May 3, 2022

TO: Planning and Zoning Commissioners and Paul Smith, Planner
FR: Residents of New Castle
RE: Final Filing 11 application

We write to express our continuing concerns regarding the Filing 11 application to develop the property behind South Wildhorse Drive and Mount Harvard Court by CVR Investors, Inc. (CVR), a company located in Castle Rock, CO.

We identified several issues with this proposed development between May 2020 and December 2021, and they remain largely unanswered in this final application. Please remember that the Planning and Zoning Commission denied the draft application on a unanimous vote nearly two years ago. The developer had several opportunities to make significant changes to his plan, but the changes proffered did not rise to make this development a valuable addition to our town. Quite the contrary—we feel that this development offers nothing special for the town of New Castle.

We URGE the council to deny this application until the development meets the spirit of the town’s comprehensive plan, which recognized the high quality of life enjoyed by the town due to its open spaces, recreational opportunities, sense of community, and more. We call attention to Comprehensive Plan Goal CG-1: Ensure that new development substantially conforms to the New Castle Comprehensive Plan principles, goals and policies and includes: Policy CG-1B: Applicants will be required to clearly demonstrate substantial conformity with the comprehensive plan in all applications; and, Policy CG-1D: Non-compliant land-use applications shall be modified to conform substantially to the comprehensive plan or will be rejected (Town of New Castle Comprehensive Plan, p.50).

In our letter of May 2020, we wrote that this high-density development offered very little usable open space, provides insufficient buffers between multiple-unit housing and single-family homes, inadequately considers the impact of the development to surrounding property values, ignores the need to maintain wildlife migration patterns, does not adequately provide for pedestrian/traffic interface on Castle Valley Boulevard, has not adequately addressed congestion in the development and traffic loading onto Castle Valley Boulevard. Moreover, it does not meet the vision for a development of 6-10 units per acre, as described in detail on page 38 of the Comprehensive Plan. It also limits the town’s ability to provide mixed-use development. This development will leave the town with a densely packed **sea of rooftops that does little to make the town, or this development, unique or desirable.**

We recognize the right of CVR to develop this property; however, that right is not absolute. The town will bear the costs of a development that introduces condense housing without also allowing for much more open space for its residents. If this development is allowed as currently presented, we have much to lose, as described below.

1. Too much density

The planned net density for the development is 85 units on 13.5 acres, which exceeds the average density in the town, especially given the lack of additional open spaces, green areas/parks, and pedestrian walkways. As planned, there is little up-side. The town will face higher costs in traffic control, snow removal, fire response, road, water and wastewater infrastructure maintenance, etc. This means that we will all face higher costs, though the developer will not. Without adequate buffers and

open space, surrounding homeowners will likely see reduced property values, which seems very unfair to residents. The town has a responsibility to not damage current homeowners in permitting a new development.

Moreover, future residents of the development will face inadequate street parking, crowded streets, few amenities. A recent example can be found in the newly developed triplexes on Redstone Drive and Foxwood Lane, where congestion and parking are on-going issues. Residents in Cathedral and Capital Courts have voiced the same concerns. The same is true on other streets with multiple-unit housing with narrow streets. We all can see the mistakes made in dense housing without adequate parking and room to breathe—let's not make the same mistake here.

2. Insufficient buffer between single-family and multiple family homes

Concerns about an urban buffer were identified in the town planning staff report to the Town Council in response to CVR's initial sketch plan on October 1, 2019. The staff report noted concerns about the "blunt transition" from large single-family homes to high density homes. Very little action has been taken to meet those concerns since that report over two years ago.

The preliminary/final application allows just 59 to 72 feet of buffer behind the homes on South Wildhorse/Mount Harvard—but most of the buffer is the hill owned by the town, not land owned by the developer. A larger buffer is a win-win-win for residents and the town. Increasing the buffer not only brings the development into greater compliance with the goals of the Comprehensive Plan and helps protect property values, both outside and inside the development, it has the added benefit of **adding much-needed open space for the pedestrian walkway** and offers a corridor for wildlife. The Colorado Division of Wildlife has identified this area as an important deer habitat, and residents view deer everyday grazing and bedding in this field.

To our knowledge a visual impact analysis has not been done to reflect how this development affects the views of current residents. We think one should be done considering the buffer concerns, and what appears to be a cookie-cutter approach to the units, with no major design changes among the units, something stated as necessary in the Comprehensive Plan.

3. Insufficient open space

Municipal Code Sec.17.104.010 encourages a **creative approach to the development of land and an integrated open space system throughout the Castle Valley Ranch PUD**. The Town of New Castle's Comprehensive Plan calls for pedestrian networks, recognizes the importance that citizens put on open spaces and calls for **preserving open space and natural beauty whenever possible**.

The Comprehensive Plan further calls for the creation of park space so to meet the standard of an additional 14 acres of usable park land for every thousand person increase in the town's population. Data from the Comprehensive Plan showed that the town was just under the minimum in 2007 (13.6 acres to service roughly 4,000 people). The addition of Dancing Bear Park is welcomed, but does not add enough park space to meet the standard. **Thus, more park space is needed as development continues.**

Open spaces provided by the developer might meet the minimum requirement of the town, but a drainage area and strip along Castle Valley Boulevard fall far short of what the town, its citizens, and any reasonable person would view as usable and valued open spaces.

Also troubling is the pedestrian walkway that currently is designed to end at Castle Valley Boulevard. There is no provision for safe crossing of the street; there are no sidewalks that join that area. The only crosswalk that exists is on the north side the South Wildhorse/Castle Valley Boulevard intersection.

Serenity Park proposed by the developer is land next to the drainage and culverts near the parking for Medaris trail. Shifting the park to the hill above it would provide a much nicer opportunity for recreation. **We concur with the staff report that urged that the development have more open space than currently proposed.**

4. Wildfires and other considerations

As the town's population increases, we must consider how people will evacuate should a wildfire hit the town. We've seen how quickly fires can move, most recently in Louisville and Superior, where over 1,000 homes were destroyed because of the Marshall Fire. This proposal will not only add to the traffic loading on Castle Valley Boulevard, but it also creates a congested area within the development. Congestion is already apparent on Castle Valley Boulevard, the only street out of Castle Valley Ranch. However, what is now an inconvenience may become a very serious danger should a wildfire sweep the area, as people have no way out other than one street. In October 2019, many residents witnessed the fire on the hill that is adjacent to the land in Filing 11. We were lucky that time, due to the amazing work of our firefighters and the availability of air support. Next time we may not be so lucky. This issue is paramount in the minds of many Castle Valley Ranch residents and must be considered with any development, but **especially in ones with high density that compounds traffic concerns.**

Additionally, as noted in the first staff report, concerns continue regarding how the remaining lots on the other side of Castle Valley Boulevard, along North Wildhorse, and VIX Park will be developed. **The town has a great opportunity to consider the prominent value residents place on open spaces, with connected trail systems in thinking about future development. It also must consider where and how multiple-use building will occur.**

We encourage the town to carefully consider infrastructure capacity. The Comprehensive Plan acknowledges that water, especially during drought, will be scarce. The additional costs of processing wastewater and providing drinking water should be carefully reviewed. We saw no stormwater management study in the materials for Filing 11. As development continues and impervious surfaces increase, please remember that the stormwater on both sides of Castle Valley Boulevard drains into the propose Filing 11 area.

In sum, we have an opportunity to make New Castle a highly desired gem of a town through careful development, but once that opportunity is lost, we've lost it forever. The Town of New Castle has an opportunity to promote development that aligns with its comprehensive plan, Smart Growth Principles, and the stated desires of the community to protect the town's scenic quality and open space. **Let's think creatively to maintain a sense of place. Let's work cooperatively to make this development a prized neighborhood instead of a just-so one.** We urge you to not approve this application until it more closely represents these goals as stated in the Comprehensive Plan. We hope we can partner with the developer to make this a stand-out addition to our town. We stand ready as residents to assist the town that we all love in honoring the New Castle Comprehensive Plan and vision as set forth.

Sincerely,

Denise Scheberle	507 S. Wildhorse Drive
Steve Scheberle	507 S. Wildhorse Drive
Sally Linden	805 Ute Circle
Mary Johnson	247 N. 7 th Street
Tom Elder	247 N. 7 th Street
Diane Blasingame	382 Faas Ranch Rd
Myrna Candreia	26 Foxwood Lane
Tim Rydell	423 Hitching Post Lane
Karen Schwenk	511 S. Wildhorse Dr.
Tom Schwenk	511 S. Wildhorse Dr.
Ines Baquero	73 Mt. Harvard
Wayne Shelton	501 S. Wildhorse Drive
Virginia Shelton	501 S. Wildhorse Drive
Bonnie R. Daniels	33 Buckskin Circle
Patrick M. English	33 Buckskin Circle
Janine High	44289 Highway 6
Ruth Belda	845 Ute Circle
Larry Dragon	845 Ute Circle
Carol Boschert	528 Honeysuckle Drive
Jennifer Hawley	120 Deer Valley Drive
Andrew Hawley	120 Deer Valley Drive
Lynne Cassidy	655 S. Wildhorse Drive
Robert Wang	655 S. Wildhorse Drive
Christine Kroening	24 Sunlight Drive Carbondale, CO
Janet Kinghorn	370 Maroon Court
Lindy Rider	362 Faas Ranch Rd
Elvin Rider	362 Faas Ranch Rd
Erin Courtney Quinn	142 W. Cathedral Ct.

Jean Huyser	34 Foxwood Lane
Annie Books	381 Faas Ranch Rd
Bob Books	381 Faas Ranch Rd
Steve Griffith	387 Faas Ranch Rd
Helen Griffith	387 Faas Ranch Rd
Carol Wolff	305 Faas Ranch Rd
John Wolff	305 Faas Ranch Rd
Renee Miller	119 Redstone
Phil Nutter	311 Faas Ranch Rd
Janean Nutter	311 Faas Ranch Rd

New Castle Town Council,

I am writing this letter on behalf of New Castle Trails and members of the community who value trails and open space in New Castle.

New Castle Trails formed in 2015 with a vision of creating a culture of outdoor recreation and stewardship in our community. At the time there was no cohesive vision for trail development in our community, and it was obvious to us that the interest was there, it just needed a little spark to get the fire going.

Our group began collaborating with then Town Administrator Tom Baker, who helped us identify Town Open Space where future trail development could be considered. One of the areas identified was the existing Town Open Space just southeast of the Atkinson Property, locally called Prendergast Hill. Our young group enlisted the help of the International Mountain Bike Association to host a trail building session in New Castle, where we learned the skills required to build high quality and sustainable trails. We left our trail building session and proceeded to design and build the singletrack trail on Prendergast Hill. A trail that has become very popular with local bikers and hikers.

Our group immediately started envisioning a singletrack trail connection between Prendergast Hill and Mount Medaris, where trails already existed. We felt this network of trails, right in the middle of Castle Valley Ranch would be an incredible asset to the community. At that time, in 2015 I reached out to Aaron Atkinson about the possibility of working with the Town on a license agreement to build this critical connection. Given the great length of time likely required for the landowner to complete this development and incrementally free up open space to the town for this connection, we anticipated the connection could take 10-20 years to complete. This duration of time for completion is frankly unacceptable. At that time Mr. Atkinson agreed that it was a good idea in concept, but to no surprise was not interested in putting in the legwork to make it happen pre-development.

Now here we are reviewing the development of at least a portion of this land adjacent to the land where this connection could be built. By all counts this land is undevelopable, thus not suitable for residential development.

New Castle Trails cannot speak to the functional details of this proposed development. We trust that Dave Reynolds and his skilled staff will ensure that the development is right for the town. Our group is here to respectfully ask that the developer do something out of the ordinary to this type of proposition, and truly consider what the needs of the community are. In the case of New Castle, trails and open space are routinely noted as a top priority for reasons for living in our town. I would encourage the Town and the developer to work together and see this opportunity as a benefit for the Town that the developer will no doubt profit from and consider opening up this critical trail connection as town open space even if they don't see it as a requirement for approval of this planned development.

A show of good faith to the community such as what I have proposed above would go a long way in securing New Castle Trails, one of the Town's largest advocacy groups, as a supporter for your proposal. A business as usual approach to this proposal, where profits and flexibility are put ahead of the needs of the community makes it very hard for our group to advocate for this proposal.

Thank you for your time,
Adam Cornely
Chairman, New Castle Trails

TRAIL LICENSE AGREEMENT

This TRAIL LICENSE AGREEMENT (“Agreement”) is made and entered into this ___ day of _____, 2022, by and between TOWN OF NEW CASTLE, COLORADO, a home rule municipality whose address is 450 W. Main Street, P.O. Box 90, New Castle, CO 81647 (the “Town”) and GARFIELD SCHOOL DISTRICT NO. RE-2, a Colorado school district whose address is 839 Whiteriver, Rifle, CO 8150 (“Landowner”) (collectively the “Parties”).

WITNESSETH:

WHEREAS, Landowner is the owner of certain real property in Garfield County, Colorado at 804 W. Main Street, New Castle, known as the Elk Creek Elementary School and further described on Exhibit A, attached hereto (the “Property”); and

WHEREAS, the Town is supporting the use and development of a mountain bike trail system in and around New Castle known as the Burning Mountain Trail, which would cross both public and private lands including the Property as generally depicted on Exhibit B, attached hereto; and

WHEREAS, Landowner supports the establishment and maintenance of the trail, subject to its plans for future development of the Property; and

WHEREAS, C.R.S. § 33-41-101, *et seq.* provides certain liability protections for landowners who grant licenses to public entities for trail and recreational purposes, and the Parties hereto desire to enter into this Agreement to take advantage of such protections and to provide for trail licenses through the Property as set forth below; provided, however, nothing herein shall be construed to limit or waive the governmental immunity of either Party.

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

1. Recitals. The foregoing recitals are incorporated herein as affirmative and material representations and acknowledgments of the Parties hereto.
2. Grant of Licenses.
 - a. Trail. Landowner hereby grants to the Town a revocable license over and across the Property in the trail locations shown on Exhibit B hereto (the “Trail”), for the purpose of construction, use, improvement, maintenance, repair and replacement of mountain biking and hiking trails for recreational purposes as defined in C.R.S. §§ 33-41-102 and 103. The width of the license shall extend 7.5 feet on each side of the centerline (the “Trail License”) for the Trail for the following purposes: to use the License during the construction, use, operation, maintenance, repair and replacement of a bicycle and pedestrian trail, to make the Trail available for use by the general public for bicycle and pedestrian use, the installation of signs identifying the Trail, location, use rules and otherwise

relating to the use and protection of the License as is deemed appropriate at the Town's sole judgment and discretion and to generally manage the License for public recreational use purposes (the "Use Rights"), and for no other uses. The Use Rights shall be strictly limited to and contained wholly within the License. Neither the extent nor use of the Trail License shall be expanded or enlarged from the Use Rights defined herein. No vehicles, equipment or materials shall be parked or kept in the License. In particular, the Town shall not use the Trail or the Trail License and shall not permit others to use the Trail or the Trail License, for purposes of access to any property adjacent to the Trail License, whether such adjacent land is owned by Landowner or any other private party, without the prior express agreement of Landowner or other private party. The Use Rights include the use of electric bicycles, Onewheels or similar devices but do not include other motorized vehicles, except for appropriate ADA scooters or mobility devices. Notwithstanding the foregoing, the Town may use motorized vehicles on a reasonable basis in the construction and maintenance and repair of the Trail, and in reasonable circumstances for emergency access. Landowner shall have the right to cross the Trail with motorized vehicles and equipment necessary for its retained use of the Property. Occasional, temporary encroachments outside the 15-foot Trail License corridor for construction and maintenance, not to exceed 12.5 feet from the centerline, shall not be deemed a breach of this Agreement.

This Trail License is granted for a period of five (5) years from the date of this Agreement and shall be automatically renewed from year to year unless either Party gives written notice of termination at least three (3) months prior to the renewal date.

- b. Parking. Landowner grants a revocable license to the Town and members of the public to use a portion of Landowner's dirt lot at the south end of the Property for public day-time access to the Trail and Trail parking ("Parking License"), provided that such parking shall not interfere with Landowner's needs for school-related parking and may not be available during regular school hours. Trail Parking shall be limited to the "hash-marked" area depicted on Exhibit B hereto (the "Parking License Area"). No overnight parking shall be permitted. The Parking License includes the Town's right to maintain and repair the Parking License Area. Landowner shall have sole discretion and responsibility to establish signage limiting the times and locations that public parking will be available for access to the Trail; provided, however, Landowner agrees to make at least six (6) parking spaces in the dirt lot at the south end of the Property generally available to the public for Trail parking during non-school hours.

This Parking License is granted for a period of one (1) year from the date of this Agreement and shall be automatically renewed from year to year unless either Party gives written notice of termination at least three (3) months prior to the renewal date.

3. Town Management and Use Restrictions. The Town shall be responsible for management of the Trail including but not limited to determining opening and closure of the Trail, signage and all other purposes as contemplated by C.R.S. § 33-41-103. Dogs are only allowed on the Trail if on-leash and under the direct control of its handler. There shall be no bicycle usage allowed during times of snowmelt or when there has been significant precipitation. The Town shall be obligated and solely responsible for adequate and continuous control of erosion, dust, mud, gravel, litter and other debris generated from or associated with the exercise of the Use Rights; provided, however, the Town's duties apply only to maintenance of the Trail License and Parking License Area and not to the Landowner Property generally. The Town will maintain the Trail License and Parking License Area free from accumulation of waste materials, rubbish, litter and trash caused by or arising from any exercise of the Use Rights or other activities associated with the Use Rights and shall inspect the Landowner's Property and clean up litter regularly. All work and activities within the Trail License and Parking License Area by or on behalf of the Town shall be undertaken in a manner that minimizes interference with and disturbance to Landowner property and school operations. The Town and all Trail Users shall comply with all Landowner rules and policies applicable to the Trail License and Parking License Area, which the Landowner may adopt, modify, or change from time to time. Specifically, but not by way of limitation, alcohol, tobacco and firearms are prohibited within the Trail License and Parking License Area. If requested by Landowner, the Town shall install at its expense, a trash receptacle and portable temporary toilet in the Parking License Area and the Town shall be responsible at its expense, for upkeep, cleaning and routine trash and waste removal therefrom. The Town may delegate all or a portion its management responsibilities to another governmental entity or nonprofit group in the Town's discretion. The Town shall have the right to authorize, limit, or prohibit use of the Trail by members of the public as "invited guests" as that term is defined in C.R.S. § 33-41-103(2)(e)(I).

4. Reserved Rights. Landowner expressly reserves the right to use and develop the Property for whatever uses Landowner deems appropriate, subject to Section 7 below, provided that such uses do not unreasonably interfere with the purposes of the Licenses granted herein. The Town agrees to cooperate with Landowner with respect to any modifications of this Agreement as may be reasonably necessary to accommodate such development if approved by the applicable governmental agencies with land use authority.

5. No Charge for Use of Trail. Landowner shall not be entitled to charge any fee or other form of "charge" to the general public for use of the Trail as such term is defined in C.R.S. § 33-41-102.

6. Trail Alignment. Either Landowner or the Town shall have the right, but no obligation, to survey the precise alignment of the Trail over the Property and to record a supplement to this Agreement to more precisely define the Trail License area; provided, however, the party obtaining the survey shall provide the other party with at least sixty (60) days to review and approve the survey and supplemental documentation, which approval shall not be unreasonably withheld and shall be deemed provided if the other party fails to respond within said sixty (60) day period.

7. Additional Trail Development. In the event Landowner enters into an agreement with another trails organization (such as the LoVa Trail organization), the Town shall cooperate

with Landowner and any such organization to consolidate any new trails with the existing trail system constructed by the Town as those trails traverse the Property. The Property shall not be burdened by more than one (1) trail where consolidation is possible.

8. Future Landowner Development. In the event of future development or subdivision of any of the Property subject to the Licenses, Landowner shall have the right, at its expense, to relocate and reconstruct portions of the Trail in order to accommodate the development or subdivision, the details of which shall be subject to the review and approval by Garfield County or other local authority with jurisdiction. Nothing herein shall prevent the Town from providing comments on any such land use application as a referral agency or, if applicable, enforcing the Town's watershed protection regulations. In such event, the Parties shall negotiate in good faith and record an appropriate amendment to this Agreement to reflect the new location. In the event the Landowner relocates any portion of the Trail, the Town shall cooperate with closure of any abandoned or relocated Trail section but shall have no obligation to revegetate or reclaim any such areas. In the event the Town relocates any portion of the Trail, the Town shall revegetate or reclaim any such abandoned or relocated Trail section and return it to its original condition.

9. Limitation of Liability. It is the intent of the Parties that Landowner shall be afforded all protections and liability limitations as set forth in C.R.S. § 33-41-101, *et seq.*, with respect to the Licenses granted hereby. Nothing herein shall be deemed a waiver of the Town's or Landowner's sovereign immunity, nor shall this Agreement create any contractual indemnity rights for any party hereto. This limitation of liability shall specifically extend to Landowner's ongoing use of the Property as a school; provided, however, in the event of any conflict between the provisions of the statute cited above and this Agreement, whichever provides the greater liability protection to Landowner without invalidating the statutory protections shall control.

10. Insurance. At all times that this Agreement is in effect, Town shall carry or shall cause Town permittees (except for members of the general public) to carry and maintain in full force and effect, at its sole cost and expense, the following insurance coverages and policies maintained in accordance with the following terms and otherwise on terms and with insurance companies satisfactory to Landowner. Town will provide Landowner with a copy of any insurance carrier's notice of cancellation or notice of changes to policy conditions immediately upon receipt. Landowner and its designees shall be named as additional insureds as their respective interests may appear on the policies listed below. Policies shall provide that those coverages are primary without any right of contribution from any liability coverage maintained by Landowner (and Town hereby agrees that such coverages will thus be primary), and shall also provide that the insurance protection afforded Landowner will not be impaired or limited by any negligence or misconduct of Town or any other party.

(a) Commercial general liability insurance in an occurrence format with a single occurrence limit of not less than \$2,000,000, with an aggregate annual limit of not less than and including, without limitation, the following coverages: contractual liability (specifically encompassing Town's indemnity and other obligations under this Agreement), personal injury, broad form property damage, independent contractors and premises operations.

(b) Automobile liability insurance on all vehicles used by, through or under any Town permittees in connection with the Licenses, in an amount of \$1,000,000 combined single limit per occurrence of bodily injury and property damage, and with an aggregate annual limit of not less than \$1,000,000.

(c) Workers' compensation insurance in accordance with the provisions of the Workers' Compensation Act of Colorado, C.R.S. § 8-40-101, *et seq.*, for all employees of Town permittees accessing the Licenses or otherwise engaged in connection with the Licenses. To the extent any of the Town's permittees are sole proprietors, Town shall cause those sole proprietors to maintain such coverage even though they may otherwise be exempted by law.

The Town agrees to provide Landowner with certificates of insurance evidencing the foregoing coverages upon the execution of this Agreement (with those certificates to expressly set forth the status of Landowner as an additional insured, as required above).

11. Binding Effect. The terms of this Agreement shall be deemed an easement running with title to the Property and shall be binding upon the successors and assigns of the Parties hereto during the term hereof.

12. Default. If either party fails to perform in accordance with the terms, covenants and conditions of this Agreement or is otherwise in breach or default of any of the terms, covenants and conditions of this Agreement (in any case a "default"), then the non-defaulting party shall give notice of the default to the other party and that party shall have ten (10) days thereafter in which to cure such default. Notwithstanding the provisions of the immediately preceding sentence, if a default cannot be cured within then (10) days by the use of reasonable diligence, then period for cure shall be extended to thirty (30) days provided that the party in default commences to cure within ten (10) days after notice and diligently prosecutes such cure to completion. Notwithstanding any other provision of this Section 13, no cure period shall be allowed for the following matters: any breach of the Town's insurance obligations under paragraph 9 above; or any default that is not reasonably susceptible of cure. If a default is not cured within the applicable cure period, if any, then the non-defaulting party, at its election and without obligation to do so, may take such action and expend such sums as the non-defaulting party in its ordinary business judgment may deem necessary or appropriate to cure the subject default, in whole or in part, or to protect the interests of the non-defaulting party. All sums, including attorneys' fees, incurred by the non-defaulting party in connection with the consideration or exercise of this remedy shall be due and payable from the party in default within ten (10) days after demand from time to time. Any default by a party that is not cured within any applicable cure period established above may be enforced by any or all of the foregoing remedies, and any other remedies available at law or equity or by statute, and all such rights and remedies shall be cumulative with and non-exclusive of one another, and may be exercised concurrently or successively as the non-defaulting party may elect. No exercise of any one remedy shall constitute or be construed as an election to the bar of any other remedy. In connection with any exercise or pursuit of its remedies under this Agreement, whether or not legal proceedings are actually commenced, the non-defaulting party shall be entitled to recover from the other party any and all attorneys' fees and court costs that the non-defaulting party may incur in connection therewith.

13. Compliance with Laws; Subject to Matters of Record. The Parties shall comply with all laws and legal requirements in exercising any right granted, or taking any action allowed or required by this Agreement. The Licenses are without warranty of title, and this Agreement is subject to all matters of record in the real property records of Garfield County, Colorado, relating to the property encumbered by the Licenses granted above.

14. Governing Law, Jurisdiction and Venue. This Agreement is made within the State of Colorado, and the laws of the State of Colorado shall govern its interpretation, validity and enforceability. Personal jurisdiction and venue for any civil action commenced by either party to this Agreement, whether arising out of or relating to the Agreement, will be deemed to be proper only if such action is commenced in the District Court for Garfield County, Colorado.

15. Notices. All notices required or permitted by this Agreement shall be in writing and shall be effective and deemed received at the earliest of (a) when actually delivered and received, personally, by mail, by messenger services, or by fax delivery, or (b) 72 hours after being postmarked in the United States mail, certified, return receipt requested, or (c) on the next business day after deposit for delivery by a nationally recognized overnight courier service such as Federal Express, or (d) on the date sent by email, provided that a delivery receipt for the email (which receipt may be automated), showing the date the email was sent, is given to the sender. All such notices shall be furnished with delivery or postage charges prepaid and addressed to the respective parties as follows:

To the Town: Town Administrator
Town of New Castle
P.O. Box 90
New Castle, CO 81647

With a copy to: David H. McConaughy, Esq.
Garfield & Hecht, P.C.
910 Grand Avenue, Suite 201
Glenwood Springs, CO 81601
dmcconaughey@garfieldhecht.com

To Landowner: Superintendent of Schools
Garfield School District No. Re-2
839 Whiteriver
Rifle, CO 81650

With a copy to: Daniel D. LeMoine, Esq.
LeMoine & Graves, P.C.
120 West 3rd Street
Rifle, CO 81650

16. Authorization. The signatories to this Agreement affirm and warrant that they are full authorized to enter into and execute this Agreement, and all necessary actions, notices,

meetings and/or hearings pursuant to any law required to authorize their execution of this Agreement have been made.

17. Counterparts. This Agreement may be executed in counterparts, each of which shall for all purposes be deemed an original and all of which together shall constitute one and the same agreement. Any such counterpart may be transmitted by telecopy or electronic mail (in PDF format), and any such counterpart so transmitted shall have full force and effect as if it were an original.

18. Entire Agreement. This Agreement (including the attached Exhibits) constitutes the whole agreement between the Parties and supersedes any prior term sheets, understandings, agreements or arrangements between the Parties relating to the subject matter hereof, and no additional or different oral representation, promise or agreement shall be binding on any of the Parties with respect to the subject matter of this Agreement.

19. No Waiver. No waiver of any provision of this Agreement will be deemed or constitute a waiver of any other provisions, nor will it be deemed or constitute a continuing waiver unless expressly provided by written amendment to this Agreement signed by the Parties hereto. Either party's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the other party.

20. Attorney Fees. In the event any action is filed or maintained by any party in relationship to this Agreement, the prevailing party shall be awarded any and all of its costs, expenses and reasonable attorneys' fees.

21. Captions. The captions contained in the Agreement are for convenience only and shall not affect the construction or interpretation of any provisions of this Agreement.

22. Severability. In the event any part of this Agreement is found to be void, illegal, invalid, or unenforceable under present or future laws, then, in such event, the remaining provisions of this Agreement shall nevertheless be binding with the same effect as though such part was deleted and shall be construed to effectuate, as nearly as possible, the original intentions of the Parties based upon the entire contract, including the invalidated provision.

23. Governmental Immunity. Nothing in this Agreement is intended to be, and shall not be construed as, a waiver of the limitations on damages or any of the privileges, immunities, or defenses provided to, or enjoyed by, either party, or their respective directors, officers, employees, volunteers, or agents, under common law or pursuant to statute, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

24. Non-Appropriation. All direct and indirect financial obligations of the Parties under this Agreement are subject to appropriation, budgeting, and availability of funds to discharge such obligations. If either party's governing body fails to appropriate funds for their respective obligations under this Agreement, then the other party may invoke Section 12's right to cure.

This Agreement is executed by the Parties hereto as of the date first above written.

TOWN OF NEW CASTLE, COLORADO

GARFIELD SCHOOL DISTRICT NO. RE-2

By: _____
Art Riddile, Mayor

By: _____
_____, _____

Attest:

Melody Harrison, Town Clerk

STATE OF COLORADO)
)
COUNTY OF GARFIELD)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022 by _____, as _____ on behalf of Garfield School District No. Re-2.

Witness my hand and official seal:

My commission expires:

Notary Public

Exhibit A

(Legal Description)

Exhibit B

(Trail Map)

EXHIBIT "A"

A tract of land situate in the West 1/2 of Section 31, Township 5 South, Range 90 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at a point on the centerline of Elk Creek whence the survey monument at Fifth Street and Main Street in the Town of New Castle, Colorado, bears S 87°07'10" E 1065.15 feet, also whence the West 1/4 Corner: of said Section 31 bears S 87°21'41" W 1552.13 feet, with all bearings contained herein being based on solar observation; thence along said Elk Creek centerline the following courses: N 03°46'17" E 88.27 feet; thence N 19°53'41" W 830.92 feet; thence N 52°28'12" W 284.59 feet; thence N 32°25'22" W 227.03 feet to the North line of the SW 1/4 of the SW 1/4 of said Section 31; thence leaving said Elk Creek centerline on a course bearing S 89°33'38" W 344.20 feet along said North line of the SW 1/4 of the N 1/4 of Section 31; thence S 01°23'32" E 838.45 feet; thence S 73°10'01" E 72.32 feet to the centerline of the Ware & Hinds Ditch; thence S 08°42'14" W 113.02 feet along said ditch centerline; thence S 25°17'56" W 108.82 feet along said ditch centerline; thence S 01°23'32" E 230.72 feet to the South line of said SW 1/4 of the NW 1/4 of Section 31; thence S 89°43'40" W 152.09 feet along said South line of the SW 1/4 of the NW 1/4 of Section 31 to said centerline of the Ware & Hinds Ditch; thence S 22°10'01" W 140.80 feet along said ditch centerline; thence S 44°20'40" E 265.31 feet to the northerly right-of-way line of United States Highway No. 6 & 24; thence along said northerly right-of-way line the following courses: N 46°18'20" E 79.19 feet; thence 915.27 feet along the arc of a 1206.00 foot radius curve to the right, which arc subtends a chord bearing N 63°02'50" E 893.46 feet; thence N 89°47'20" E 70.80 feet to the Point of Beginning.

TOGETHER WITH

Parcel 1

A tract of land situate in the SW 1/4 of the NW 1/4 of Section 31, Township 5 South, Range 90 West of the 6th Principal Meridian, being more particularly described as follows:

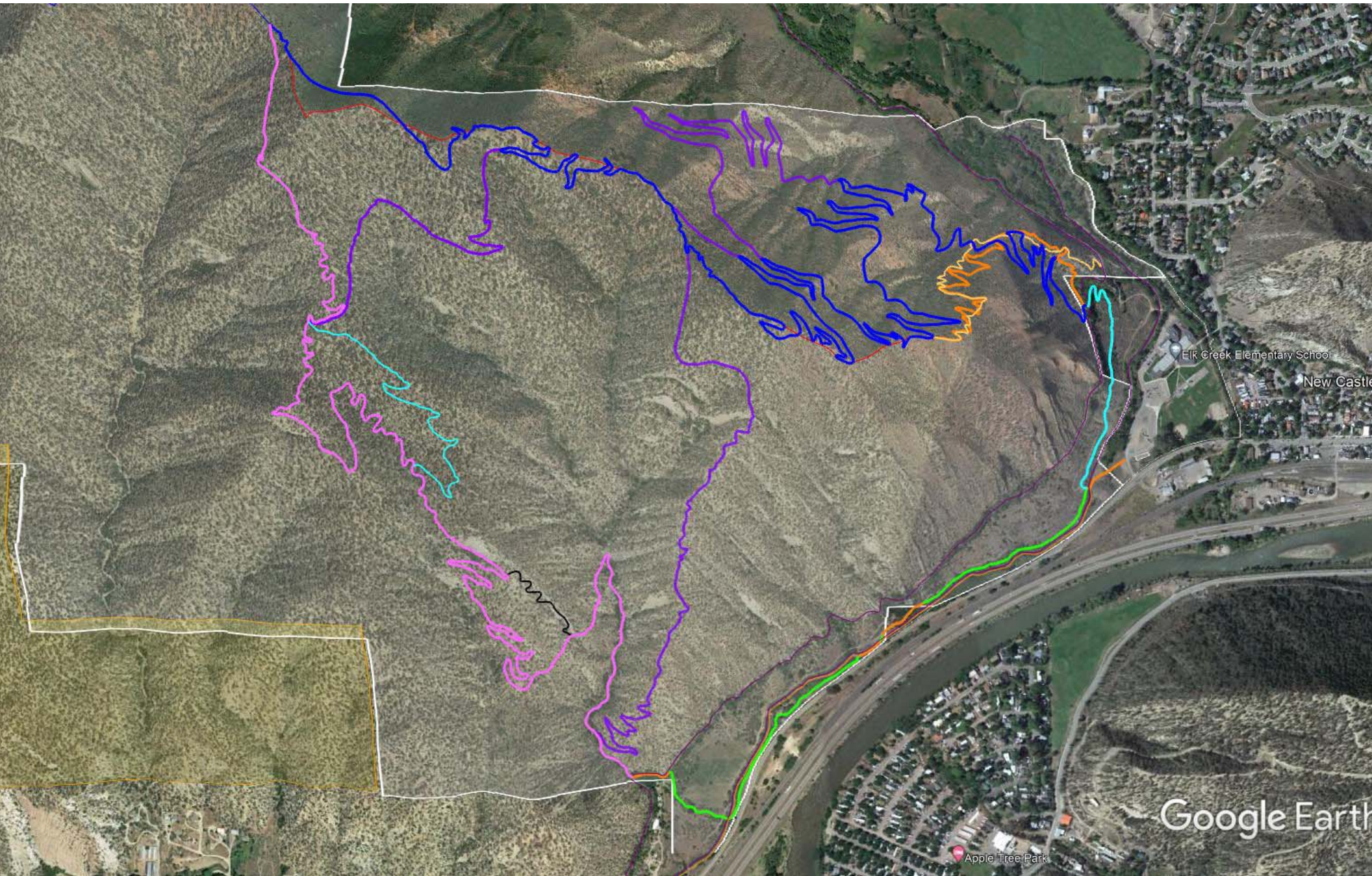
Beginning at a point on the North line of said SW 1/4 of the NW 1/4 of said Section 31 whence the West 1/4 corner of said Section 31 bears S 23°42'09" W 1422.78 feet; also whence the survey monument at Fifth Street and Main Street in the Town of New Castle, Colorado bears S 57°42'06" E 2405.55 feet; with all bearings contained herein being based on solar observation; thence S 89°33'38" W 374.13 feet along said North line of the SW 1/4 of the NW 1/4 of Section 31 to the centerline of Tompkins Ditch; thence along said Tompkins Ditch centerline the following courses: S 07°05'02" W 46.47 feet; thence S 41°50'38" E 79.84 feet; thence S 13°17'16" E 135.53 feet; thence S 05°22'17" E 102.63 feet; thence S 18°01'49" E 88.70 feet; thence S 10°02'50" E 80.38 feet; thence S 15°18'32" E 54.13 feet; thence S 18°23'33" E 83.81 feet; thence S 11°14'17" E 143.91 feet; thence leaving said Tompkins Ditch centerline on a course bearing S 73°10'01" E 204.71 feet; thence N 01°23'32" W 838.45 feet to the Point of Beginning.

Parcel 2 :

A tract of land situate in the SW 1/4 of the NW 1/4 of Section 31, Township 5 South, Range 90 West of the 6th Principal Meridian, being more particularly described as follows:

Beginning at a point on the South line of said SW 1/4 of the NW 1/4 of Section 31 whence the West 1/4 corner of said Section 31 bears S 89°43'40" W 451.45 feet; also whence the survey monument at Fifth Street and Main Street in the Town of New Castle, Colorado bears N 89°35'37" E 2153.91 feet; with all bearings contained herein being based on solar observation; thence N 89°43'40" E 152.09 feet along said South line of said SW 1/4 of the NW 1/4 of Section 31; thence N 01°23'32" W 230.72 feet to the centerline of the Ware & Hinds Ditch; thence along said ditch centerline the following courses: S 25° 17'56" W 124.63 feet; thence S 41°04'19" W 128.23 feet; thence S 22°10'01" W 23.78 feet to the Point of Beginning.

EXCEPTING that parcel of land described in Deed recorded February 9, 2008 as Reception No. 742645 and Decree recorded November 4, 1968 as Reception No. 242099.

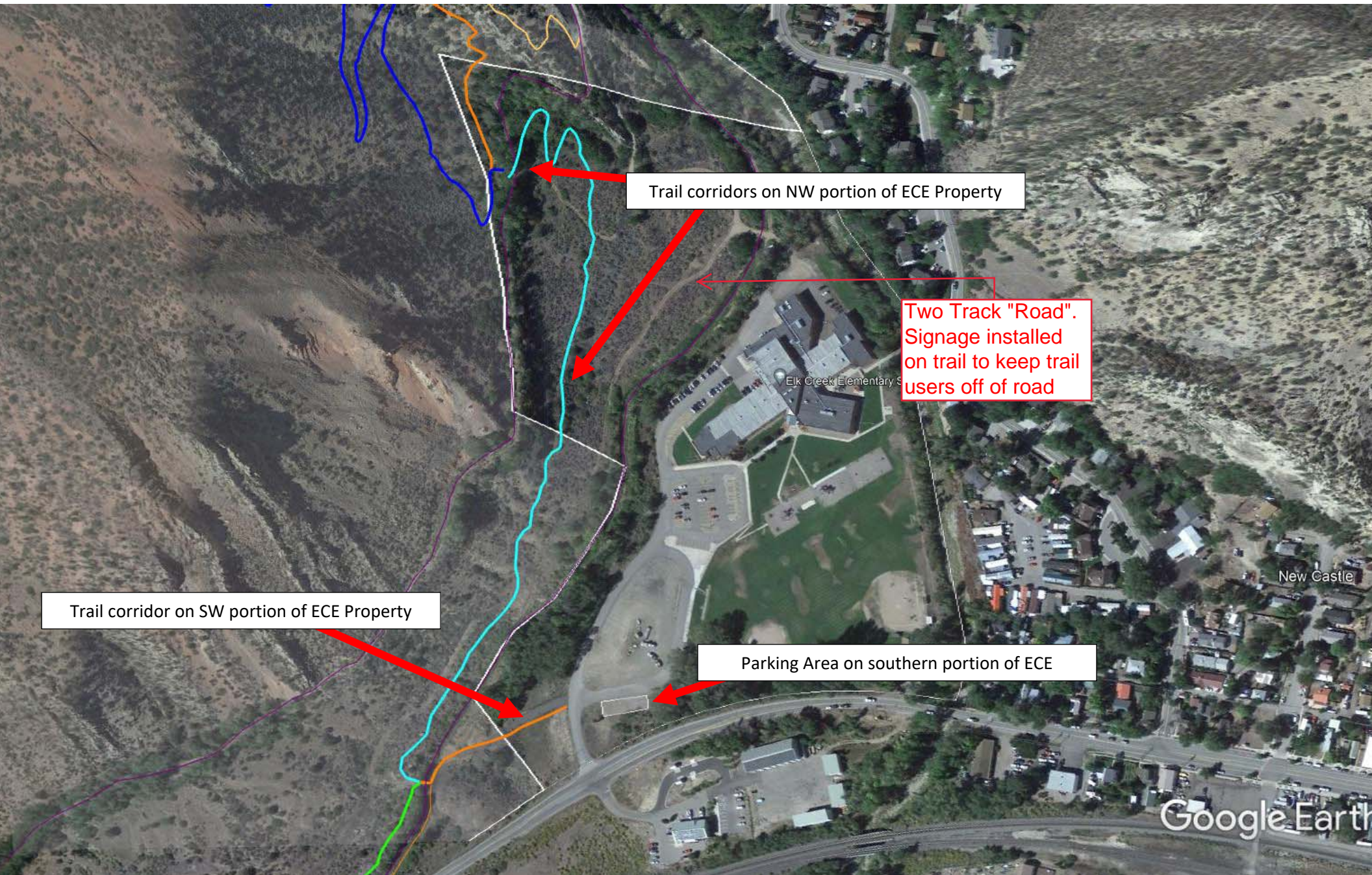


Google Earth

Elk Creek Elementary School

New Castle

Apple Tree Park



Trail corridors on NW portion of ECE Property

Two Track "Road".
Signage installed
on trail to keep trail
users off of road

Trail corridor on SW portion of ECE Property

Parking Area on southern portion of ECE

TOWN OF NEW CASTLE - BILLS ALLOWED SUMMARY - April 2022

04/2022 INVOICES PAID	\$286,355.35
VIX PARK LOAN PAYMENT	5,129.61
NET PAYROLL (2)	123,742.85
FED & STATE EMPLOYMENT TAXES (2)	51,025.01
RETIREMENT PLAN PAYMENTS (2)	22,568.41
CREDIT CARD FEES	<u>1,749.92</u>
04/2022 TOTAL PAYMENTS	<u>\$ 490,571.15</u>

LESS CAPITAL EXPENDITURES *	(14,923.79)
LESS CHARGE-BACKS **	-
LOAN PAYMENTS	-
REC CENTER DEPOSIT REFUNDS	<u>-</u>
04/2022 OPERATING EXPENSES:	<u>\$475,647.36</u>

*** CAPITAL:**

Various vendors-Bio-solids Drying Stn 14,923.79

****CHARGE-BACKS:**

Developer costs 0.00

Total 14,923.79

Report Criteria:
 Detail report type printed

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
213	AFLAC	977428	04/2022 premium	04/11/2022	366.42	.00	366.42	53809	04/14/2022
Total 213:					366.42	.00	366.42		
267	Alchemy-Spetec, LLC	7027-02	jack equipment - streets	02/01/2022	232.57	.00	232.57	53810	04/14/2022
Total 267:					232.57	.00	232.57		
377	Alpine Bank	HBH 2022	Petty cash and prizes for H	04/25/2022	500.00	.00	500.00	53871	04/28/2022
Total 377:					500.00	.00	500.00		
475	American Fidelity Assuranc	D444525	04/2022 supplemental polic	04/01/2022	1,474.26	.00	1,474.26	53812	04/14/2022
Total 475:					1,474.26	.00	1,474.26		
476	American Fidelity Assuranc	6049513	04.2022 flex payment - pay	04/04/2022	1,685.80	.00	1,685.80	53813	04/14/2022
Total 476:					1,685.80	.00	1,685.80		
497	AlSCO, Inc	LGRA262062	mats, mops cleaned-comm	04/07/2022	83.32	.00	83.32	53811	04/14/2022
		LGRA262574	mats, mops cleaned-comm	04/21/2022	80.89	.00	80.89	53872	04/28/2022
Total 497:					164.21	.00	164.21		
521	American Soccer Co., Inc.	6719480	jerseys for micro soccer-re	03/30/2022	1,153.08	.00	1,153.08	53814	04/14/2022
Total 521:					1,153.08	.00	1,153.08		
1455	Benson, Troy	NC14183 RE	restitution pymt NC14183	04/07/2022	279.05	.00	279.05	53816	04/14/2022
Total 1455:					279.05	.00	279.05		
1521	Brown, Jeanne	2022 ELECTI	election judge-admin	04/14/2022	300.00	.00	300.00	53873	04/28/2022
Total 1521:					300.00	.00	300.00		
1749	Cadfish, LLC	1724	plan review-380 Whitehors	04/06/2022	683.08	.00	683.08	53818	04/14/2022
		1728	plan review addtl chrage-3	04/11/2022	286.99	.00	286.99	53818	04/14/2022
		1729	plan review-390 Whitehors	04/13/2022	1,004.65	.00	1,004.65	53818	04/14/2022
Total 1749:					1,974.72	.00	1,974.72		
1897	Caselle, Inc.	116142	software support-b&p	04/01/2022	187.55	.00	187.55	53819	04/14/2022
		116142	software support-admin	04/01/2022	187.55	.00	187.55	53819	04/14/2022
		116142	software support-muni cour	04/01/2022	87.18	.00	87.18	53819	04/14/2022
		116142	software support-rec	04/01/2022	137.37	.00	137.37	53819	04/14/2022
		116142	software support-pks	04/01/2022	137.37	.00	137.37	53819	04/14/2022
		116142	software support-sts	04/01/2022	185.52	.00	185.52	53819	04/14/2022
		116142	software support-water	04/01/2022	458.73	.00	458.73	53819	04/14/2022
		116142	software support-w/water	04/01/2022	458.73	.00	458.73	53819	04/14/2022
Total 1897:					1,840.00	.00	1,840.00		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
1961	CEBT	INV 0048352	05/22 health ins premium	04/10/2022	59,057.60	.00	59,057.60	53820	04/14/2022
Total 1961:					59,057.60	.00	59,057.60		
1965	Cedar Networks	330937	04/2022 internet-town hall	04/01/2022	180.00	.00	180.00	53821	04/14/2022
		330938	04/2022 internet-comm ctr	04/01/2022	180.00	.00	180.00	53821	04/14/2022
		330943	04/2022 internet-ps	04/01/2022	90.00	.00	90.00	53821	04/14/2022
		330943	04/2022 internet-town hall	04/01/2022	45.00	.00	45.00	53821	04/14/2022
		330943	04/2022 internet-w/wtr	04/01/2022	45.00	.00	45.00	53821	04/14/2022
		331230	04/2022 internet-museum	04/18/2022	57.00	.00	57.00	53874	04/28/2022
Total 1965:					597.00	.00	597.00		
2145	CIRSA	220743	2nd Qtr 2022-p/c ins-b&p	04/01/2022	794.35	.00	794.35	53822	04/14/2022
		220743	2nd Qtr 2022-p/c ins-admin	04/01/2022	1,297.44	.00	1,297.44	53822	04/14/2022
		220743	2nd Qtr 2022-p/c ins-ps	04/01/2022	4,342.46	.00	4,342.46	53822	04/14/2022
		220743	2nd Qtr 2022-p/c ins-muni	04/01/2022	211.82	.00	211.82	53822	04/14/2022
		220743	2nd Qtr 2022-p/c ins-town	04/01/2022	1,032.66	.00	1,032.66	53822	04/14/2022
		220743	2nd Qtr 2022-p/c ins-rec	04/01/2022	1,006.18	.00	1,006.18	53822	04/14/2022
		220743	2nd Qtr 2022-p/c ins-parks	04/01/2022	1,403.36	.00	1,403.36	53822	04/14/2022
		220743	2nd Qtr 2022-p/c ins-street	04/01/2022	1,642.10	.00	1,642.10	53822	04/14/2022
		220743	2nd Qtr 2022-p/c ins-water	04/01/2022	8,578.99	.00	8,578.99	53822	04/14/2022
		220743	2nd Qtr 2022-p/c ins-w/wat	04/01/2022	6,169.01	.00	6,169.01	53822	04/14/2022
		220816	2021 VAMP policy audit	04/12/2022	19.84	.00	19.84	53822	04/14/2022
		220947	insurance for concrete foa	04/22/2022	45.53	.00	45.53	53875	04/28/2022
Total 2145:					26,543.74	.00	26,543.74		
2497	Colorado Analytical Lab	220408052	lab tests-wtp	04/19/2022	105.00	.00	105.00	53877	04/28/2022
		220408055	lab tests-wtp	04/15/2022	31.00	.00	31.00	53877	04/28/2022
		220408065	lab tests, DBP's-wtp	04/23/2022	455.00	.00	455.00	53877	04/28/2022
Total 2497:					591.00	.00	591.00		
2561	Colorado Mtn. News Media	IN25335	election notice in newspaper	03/31/2022	55.05	.00	55.05	53823	04/14/2022
Total 2561:					55.05	.00	55.05		
2701	Concrete Equipment & Sup	328034	saw blade-bio-solids FMLD	03/31/2022	48.24	.00	48.24	53824	04/14/2022
Total 2701:					48.24	.00	48.24		
2729	Conoco Fleet	79983037	03/2022 fuel-b&p	03/31/2022	59.37	.00	59.37	53825	04/14/2022
		79983037	03/2022 fuel-admin	03/31/2022	183.79	.00	183.79	53825	04/14/2022
		79983037	03/2022 fuel-ps	03/31/2022	2,939.30	.00	2,939.30	53825	04/14/2022
		79983037	03/2022 fuel-rec	03/31/2022	64.75	.00	64.75	53825	04/14/2022
		79983037	03/2022 fuel-pks	03/31/2022	802.06	.00	802.06	53825	04/14/2022
		79983037	03/2022 fuel-sts	03/31/2022	916.45	.00	916.45	53825	04/14/2022
		79983037	03/2022 fuel-wtr	03/31/2022	632.34	.00	632.34	53825	04/14/2022
		79983037	03/2022 fuel-w/wtr	03/31/2022	529.06	.00	529.06	53825	04/14/2022
Total 2729:					6,127.12	.00	6,127.12		
2881	Cox, Kelley	WALMART 0	reimb for arts & entertainm	02/18/2022	4.94	.00	4.94	53826	04/14/2022
Total 2881:					4.94	.00	4.94		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
2893	CPS Distributors, Inc	0006079141-	irrigation parts-parks	04/01/2022	10.47	.00	10.47	53827	04/14/2022
		0006091159-	irrigation parts for stock inv	04/04/2022	649.69	.00	649.69	53827	04/14/2022
		0006139871-	chalk for baseball fields-par	04/20/2022	250.81	.00	250.81	53878	04/28/2022
		0006139938-	staples for Red Rocks ditch	04/08/2022	571.50	.00	571.50	53827	04/14/2022
		0006172103-	fertilizer & weed control for	04/13/2022	135.52	.00	135.52	53827	04/14/2022
		0006271418-	hand tools for gardening-p	04/20/2022	67.76	.00	67.76	53878	04/28/2022
Total 2893:					1,685.75	.00	1,685.75		
3009	CT Electric & Automation, L	15863	electrical work & parts-wwt	04/26/2022	1,205.50	.00	1,205.50	53879	04/28/2022
Total 3009:					1,205.50	.00	1,205.50		
3125	Dana Kepner Company, In	1558339-00	water meter touchpads-wat	03/30/2022	485.10	.00	485.10	53828	04/14/2022
Total 3125:					485.10	.00	485.10		
3240	Delgadillo, Nicolasa	DEPOSIT 03.	damage deposit refund for	03/29/2022	350.00	.00	350.00	53880	04/28/2022
		REFUND 03.	damage deposit refund for	03/29/2022	350.00	.00	.00	53774	Multiple
		REFUND 03.	damage deposit refund for	03/29/2022	350.00-				
Total 3240:					350.00	.00	350.00		
3425	Dodson Engineered Produ	286718	pipe and fittings-bio-solids	03/28/2022	183.10	.00	183.10	53829	04/14/2022
		286883	pipe and fittings-bio-solids	04/01/2022	245.95	.00	245.95	53829	04/14/2022
		286903	storm drain grates for bio-s	04/01/2022	2,132.93	.00	2,132.93	53881	04/28/2022
		287179	drain grates for drying bed-	04/11/2022	3,348.93	.00	3,348.93	53829	04/14/2022
		287376	drain for bio-solids FMLD g	04/15/2022	91.93	.00	91.93	53881	04/28/2022
		287417	freight for bio-solids FMLD	04/18/2022	26.16	.00	26.16	53881	04/28/2022
		28747	drain for bio-solids FMLD g	04/18/2022	66.43	.00	66.43	53881	04/28/2022
		287564	repair parts for backflow @	04/20/2022	36.56	.00	36.56	53881	04/28/2022
		287615	rebuild kit for backflow-park	04/21/2022	61.78	.00	61.78	53881	04/28/2022
Total 3425:					6,193.77	.00	6,193.77		
3529	DPC Industries, Inc.	737000953-2	chlorine-water	03/21/2022	722.22	.00	722.22	53830	04/14/2022
		DE73000254	demurrage-water	03/31/2022	90.00	.00	90.00	53882	04/28/2022
Total 3529:					812.22	.00	812.22		
3665	Earth-Wise Horticultural, In	88576	tree care spray to control a	03/31/2022	230.00	.00	230.00	53831	04/14/2022
		88623	deep root fertilizer @ BDP	04/06/2022	310.00	.00	310.00	53831	04/14/2022
		88624	deep root fertilizer @ VIX P	04/06/2022	536.00	.00	536.00	53831	04/14/2022
		88625	deep root fertilizer @ public	04/06/2022	82.00	.00	82.00	53831	04/14/2022
		88695	spary for beetles @ BDP	04/08/2022	255.00	.00	255.00	53831	04/14/2022
		89068	spary for beetles - pks	04/27/2022	333.00	.00	333.00	53883	04/28/2022
Total 3665:					1,746.00	.00	1,746.00		
3820	Enviro-Chem Analytical, In	14170390	Acry,TPH, WET, TRA-wwtp	04/24/2022	1,195.43	.00	1,195.43	53884	04/28/2022
Total 3820:					1,195.43	.00	1,195.43		
3953	Family Support Registry	04082022-A	Remittance ID 15120108 R	04/08/2022	142.61	.00	142.61	53832	04/14/2022
		04222022-A	Remittance ID 15120108 R	04/22/2022	142.61	.00	142.61	53885	04/28/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 3953:					285.22	.00	285.22		
4253	Freedom Mailing Service, I	42657	03/22 newsletter-admin	04/05/2022	30.51	.00	30.51	53833	04/14/2022
		42657	03/22 util reports-water	04/05/2022	21.56	.00	21.56	53833	04/14/2022
		42657	03/22 util bills-water	04/05/2022	290.95	.00	290.95	53833	04/14/2022
		42657	03/22 util bills-trash	04/05/2022	83.00	.00	83.00	53833	04/14/2022
		42657	03/2022 util bills-w/water	04/05/2022	290.94	.00	290.94	53833	04/14/2022
Total 4253:					716.96	.00	716.96		
4263	Frisbee's Appliance & Rep	018399	Ice machine repairs - Com	03/24/2022	512.97	.00	512.97	53886	04/28/2022
Total 4263:					512.97	.00	512.97		
4377	Garcia, Samuel & Leticia	MAY 2022	05/2022 parking lot rent	04/28/2022	500.00	.00	500.00	53887	04/28/2022
Total 4377:					500.00	.00	500.00		
4441	Garfield County Clerk	APRIL 2022	April 2022 election services	04/20/2022	810.92	.00	810.92	53888	04/28/2022
Total 4441:					810.92	.00	810.92		
4555	Gerber Collision & Glass	2020317368	Truck repair per Ins Claim -	04/14/2022	4,349.03	.00	4,349.03	53870	04/15/2022
Total 4555:					4,349.03	.00	4,349.03		
4673	Glenwood Springs Auto Pa	690643	oil for small engines-parks	04/04/2022	13.47	.00	13.47	53834	04/14/2022
Total 4673:					13.47	.00	13.47		
4869	Grand Jct. Winwater Works	063545 01	c900 pipe - bio solids FML	04/04/2022	926.40	.00	926.40	53890	04/28/2022
Total 4869:					926.40	.00	926.40		
4877	Grand Junction Pipe	1309645	pipe fittings-bio-solid drying	04/01/2022	44.42	.00	44.42	53835	04/14/2022
Total 4877:					44.42	.00	44.42		
5034	Gutierrez, Amy	03/31/2022	cleaning svc 03.11-03.31.2	03/31/2022	150.00	.00	150.00	53891	04/28/2022
		03/31/2022	cleaning svc 03.11-03.31.2	03/31/2022	245.00	.00	245.00	53891	04/28/2022
		03/31/2022	cleaning svc 03.11-03.31.2	03/31/2022	315.00	.00	315.00	53891	04/28/2022
		04/24/2022	cleaning svc 04.01-04.24.2	04/24/2022	75.00	.00	75.00	53891	04/28/2022
		04/24/2022	cleaning svc 04.01-04.24.2	04/24/2022	280.00	.00	280.00	53891	04/28/2022
		04/24/2022	cleaning svc 04.01-04.24.2	04/24/2022	420.00	.00	420.00	53891	04/28/2022
Total 5034:					1,485.00	.00	1,485.00		
5035	Pierce, Christine	ADULT DAN	Adult Hip Hop & Tap Instru	04/24/2022	350.00	.00	350.00	53902	04/28/2022
Total 5035:					350.00	.00	350.00		
5093	Hall, Patty	2022 ELECTI	election judge-admin	04/14/2022	250.00	.00	250.00	53892	04/28/2022
Total 5093:					250.00	.00	250.00		
5593	Hy-Way Feed & Ranch Su	S112065	irrigation boots & herbicide	03/30/2022	349.25	.00	349.25	53837	04/14/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		S112578	Hardware to rebuild pump	04/06/2022	28.81	.00	28.81	53837	04/14/2022
Total 5593:					378.06	.00	378.06		
5633	Impressions of Aspen Inc.	34772	office supplies-admin	04/08/2022	144.44	.00	144.44	53893	04/28/2022
		34773	office supplies-admin	04/05/2022	43.99	.00	43.99	53838	04/14/2022
		34773	office supplies-water	04/05/2022	43.99	.00	43.99	53838	04/14/2022
		34773	office supplies-w/water	04/05/2022	43.99	.00	43.99	53838	04/14/2022
Total 5633:					276.41	.00	276.41		
5650	Indigo Water Group	5366	training - J Ellis - w/water	03/05/2022	445.00	.00	445.00	53839	04/14/2022
		5367	training - T Rust - w/water	03/05/2022	445.00	.00	445.00	53839	04/14/2022
Total 5650:					890.00	.00	890.00		
5681	Innermountain Dist. Co.	6002977	trash bags-parks	04/01/2022	299.24	.00	299.24	53840	04/14/2022
		6003026	cleaning supplies-comm ctr	04/11/2022	256.53	.00	256.53	53840	04/14/2022
Total 5681:					555.77	.00	555.77		
5975	Jones, Ken	2022 ELECTI	election judge-admin	04/14/2022	200.00	.00	200.00	53894	04/28/2022
Total 5975:					200.00	.00	200.00		
6037	Karp, Neu, Hanlon, P.C.	34346	02.2022 water legal service	03/03/2022	1,537.00	.00	1,537.00	53841	04/14/2022
		34858	03/2022 legal services-wat	04/04/2022	1,250.40	.00	1,250.40	53895	04/28/2022
Total 6037:					2,787.40	.00	2,787.40		
6647	Loos, Karis	ART WORKS	masterpiece art workshop-r	04/11/2022	80.00	.00	80.00	53842	04/14/2022
Total 6647:					80.00	.00	80.00		
6693	Lowe's Business Acct/GEC	033027 6 04/	US flags-admin	04/17/2022	24.66	.00	24.66	53896	04/28/2022
		033027 6 04/	supplies for Lova Meet in	04/17/2022	60.06	.00	60.06	53896	04/28/2022
		033027 6 04/	adjustable wrench-parks	04/17/2022	13.10	.00	13.10	53896	04/28/2022
		033027 6 04/	new keys for KSE pumpho	04/17/2022	13.20	.00	13.20	53896	04/28/2022
		033027 6 04/	spray foam & door handle f	04/17/2022	92.06	.00	92.06	53896	04/28/2022
		033027 6 04/	cord to attach nets @ VIX/	04/17/2022	61.98	.00	61.98	53896	04/28/2022
		033027 6 04/	wildflower seeds, trash bag	04/17/2022	41.80	.00	41.80	53896	04/28/2022
		033027 6 04/	flag brackets for flags @ To	04/17/2022	24.66	.00	24.66	53896	04/28/2022
		033027 6 04/	flag to replace stolen one	04/17/2022	19.92	.00	19.92	53896	04/28/2022
		033027 6 04/	flags & flagpole mounting e	04/17/2022	24.66	.00	24.66	53896	04/28/2022
		033027 6 04/	flag, pressure gauge, threa	04/17/2022	79.97	.00	79.97	53896	04/28/2022
		033027 6 04/	lumber for headgate on Re	04/17/2022	52.74	.00	52.74	53896	04/28/2022
		033027 6 04/	trash can for Alder Park, to	04/17/2022	101.80	.00	101.80	53896	04/28/2022
		033027 6 04/	returned plywood-wtr	04/17/2022	204.12-	.00	204.12-	53896	04/28/2022
		033027 6 04/	m&o distro-wtp	04/17/2022	82.29	.00	82.29	53896	04/28/2022
		033027 6 04/	materials for repairs @ KS	04/17/2022	680.30	.00	680.30	53896	04/28/2022
		033027 6 04/	liner for Red Rock Ditch-wa	04/17/2022	872.14	.00	872.14	53896	04/28/2022
		033027 6 04/	sales tax credit for liner @	04/17/2022	69.06-	.00	69.06-	53896	04/28/2022
		033027 6 04/	supplies for bio-solids FML	04/17/2022	362.75	.00	362.75	53896	04/28/2022
		033027 6 04/	return supplies for bio-solid	04/17/2022	28.73-	.00	28.73-	53896	04/28/2022
		033027 6 04/	supplies for bio-solids FML	04/17/2022	64.48	.00	64.48	53896	04/28/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 6693:					2,370.66	.00	2,370.66		
6935	Martinez Oliva, Jose Rober	REFUND RE	refund room rental for 07.3	04/22/2022	350.00	.00	350.00	53897	04/28/2022
		REFUND RE	refund damage deposit for	04/22/2022	575.00	.00	575.00	53897	04/28/2022
Total 6935:					925.00	.00	925.00		
7109	MCPH Regional Lab	829-22	bac-t test-water	04/05/2022	22.00	.00	22.00	53843	04/14/2022
		839-22	bac-t test-water	04/05/2022	20.00	.00	20.00	53843	04/14/2022
		840-22	bac-t test-water	04/05/2022	20.00	.00	20.00	53843	04/14/2022
		841-22	bac-t test-water	04/05/2022	20.00	.00	20.00	53843	04/14/2022
		968-22	bac-t test-water	04/19/2022	20.00	.00	20.00	53899	04/28/2022
		969-22	bac-t test-water	04/19/2022	20.00	.00	20.00	53899	04/28/2022
		970-22	bac-t test-water	04/19/2022	20.00	.00	20.00	53899	04/28/2022
Total 7109:					142.00	.00	142.00		
7139	McLaughlin Ribbon Awards	3909	July 4th parade award ribb	04/14/2022	129.25	.00	129.25	53898	04/28/2022
Total 7139:					129.25	.00	129.25		
7207	Melia, Sally	SEWING AP	Sewing with Sally-Apr-May	04/11/2022	560.00	.00	560.00	53844	04/14/2022
		SEWING JA	Sewing with Sally-Jan-Feb	02/28/2022	350.00	.00	350.00	53844	04/14/2022
Total 7207:					910.00	.00	910.00		
7345	Micro Plastics	139840	Plaque for S. Owens-counc	03/28/2022	102.90	.00	102.90	53845	04/14/2022
Total 7345:					102.90	.00	102.90		
7377	Midland Fitness, Inc	MARCH 202	03/2022 fitness classes-ad	03/31/2022	71.25	.00	71.25	53846	04/14/2022
		MARCH 202	03/2022 fitness classes-rec	03/31/2022	71.25	.00	71.25	53846	04/14/2022
		MARCH 202	03/2022 fitness classes-pk	03/31/2022	71.25	.00	71.25	53846	04/14/2022
		MARCH 202	03/2022 fitness classes-sts	03/31/2022	71.25	.00	71.25	53846	04/14/2022
		MARCH 202	03/2022 fitness classes-wtr	03/31/2022	71.25	.00	71.25	53846	04/14/2022
		MARCH 202	03/2022 fitness classes-w/	03/31/2022	71.25	.00	71.25	53846	04/14/2022
Total 7377:					427.50	.00	427.50		
7423	Milton-Baker, Adria	2022 ELECTI	election judge-admin	04/14/2022	300.00	.00	300.00	53900	04/28/2022
Total 7423:					300.00	.00	300.00		
7637	Mountain Waste & Recyclin	4960161	03.2022 residential trash s	03/31/2022	46,009.43	.00	46,009.43	53847	04/14/2022
		4961810V32	03/2022 trash-town hall	04/01/2022	32.55	.00	32.55	53847	04/14/2022
		4961810V32	03/2022 trash-comm ctr	04/01/2022	135.25	.00	135.25	53847	04/14/2022
		4961810V32	03/2022 trash-pwf	04/01/2022	297.68	.00	297.68	53847	04/14/2022
		4961810V32	03/2022 porta jons-w/wtr	04/01/2022	1,625.91	.00	1,625.91	53847	04/14/2022
		4961810V32	03/2022 trash-w/wtr	04/01/2022	110.25	.00	110.25	53847	04/14/2022
Total 7637:					48,211.07	.00	48,211.07		
7717	Municipal Code Corporatio	00371440	codification of 2021 ordina	03/31/2022	855.23	.00	855.23	53848	04/14/2022
Total 7717:					855.23	.00	855.23		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
7849	NCPWF, LLC	146	solar electricity-02.17-03.2	03/31/2022	531.95	.00	531.95	53849	04/14/2022
Total 7849:					531.95	.00	531.95		
8025	Newman Signs, Inc	TRFINV0384	street signs-streets	04/08/2022	148.21	.00	148.21	53850	04/14/2022
Total 8025:					148.21	.00	148.21		
8050	Nichols, Kathryn A	POTTERY A	Paint Your Own Pottery cla	04/25/2022	138.60	.00	138.60	53901	04/28/2022
Total 8050:					138.60	.00	138.60		
8357	Paper Wise	000151-R-00	doc shredding-admin	04/01/2022	50.00	.00	50.00	53851	04/14/2022
Total 8357:					50.00	.00	50.00		
8609	Pinnacol Assurance	20848364	workers comp ins-b&p	04/11/2022	35.88	.00	35.88	53852	04/14/2022
		20848364	workers comp ins-admin	04/11/2022	97.64	.00	97.64	53852	04/14/2022
		20848364	workers comp ins-public sa	04/11/2022	279.15	.00	279.15	53852	04/14/2022
		20848364	workers comp ins-muni ct	04/11/2022	5.74	.00	5.74	53852	04/14/2022
		20848364	workers comp ins-town mai	04/11/2022	6.53	.00	6.53	53852	04/14/2022
		20848364	workers comp ins-rec	04/11/2022	64.96	.00	64.96	53852	04/14/2022
		20848364	workers comp ins-parks	04/11/2022	62.13	.00	62.13	53852	04/14/2022
		20848364	workers comp ins-sts	04/11/2022	75.43	.00	75.43	53852	04/14/2022
		20848364	workers comp ins-water	04/11/2022	125.40	.00	125.40	53852	04/14/2022
		20848364	workers comp ins-w/water	04/11/2022	128.14	.00	128.14	53852	04/14/2022
Total 8609:					881.00	.00	881.00		
8646	SunCentral	8841E8FC	02/22 solar-admin	02/28/2022	44.81	.00	44.81	53857	04/14/2022
		8841E8FC	02/22 solar-rec	02/28/2022	146.41	.00	146.41	53857	04/14/2022
		8841E8FC	02/22 solar-parks	02/28/2022	34.23	.00	34.23	53857	04/14/2022
		8841E8FC	02/22 solar-sts	02/28/2022	57.52	.00	57.52	53857	04/14/2022
		8841E8FC	02/22 solar-street lights	02/28/2022	169.29	.00	169.29	53857	04/14/2022
		8841E8FC	02/22 solar-town hall	02/28/2022	44.80	.00	44.80	53857	04/14/2022
		8841E8FC	02/22 solar-wtp	02/28/2022	1,836.40	.00	1,836.40	53857	04/14/2022
		8841E8FC	02/22 solar-raw water	02/28/2022	499.61	.00	499.61	53857	04/14/2022
		8841E8FC	02/22 solar-town hall	02/28/2022	44.80	.00	44.80	53857	04/14/2022
		8841E8FC	02/22 solar-wwtp	02/28/2022	3,931.85	.00	3,931.85	53857	04/14/2022
		8841E8FC	02/22 solar-south utilities	02/28/2022	43.04	.00	43.04	53857	04/14/2022
		AE8B28A0	03/22 solar-admin	04/25/2022	56.55	.00	56.55	53907	04/28/2022
		AE8B28A0	03/22 solar-rec	04/25/2022	184.83	.00	184.83	53907	04/28/2022
		AE8B28A0	03/22 solar-parks	04/25/2022	43.21	.00	43.21	53907	04/28/2022
		AE8B28A0	03/22 solar-sts	04/25/2022	72.61	.00	72.61	53907	04/28/2022
		AE8B28A0	03/22 solar-street lights	04/25/2022	213.71	.00	213.71	53907	04/28/2022
		AE8B28A0	03/22 solar-town hall	04/25/2022	56.56	.00	56.56	53907	04/28/2022
		AE8B28A0	03/22 solar-wtp	04/25/2022	2,318.26	.00	2,318.26	53907	04/28/2022
		AE8B28A0	03/22 solar-raw water	04/25/2022	630.69	.00	630.69	53907	04/28/2022
		AE8B28A0	03/22 solar-town hall	04/25/2022	56.56	.00	56.56	53907	04/28/2022
		AE8B28A0	03/22 solar-wwtp	04/25/2022	4,963.55	.00	4,963.55	53907	04/28/2022
		AE8B28A0	03/22 solar-wwtp	04/25/2022	54.33	.00	54.33	53907	04/28/2022
Total 8646:					15,503.62	.00	15,503.62		
8697	Polydyne Inc.	1581588	poly-w/wtr	03/01/2022	2,310.12	.00	2,310.12	53903	04/28/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
Total 8697:					2,310.12	.00	2,310.12		
8733	Potestio Brothers Equipme	26762P	mower blades-parks	03/10/2022	140.07	.00	140.07	53853	04/14/2022
Total 8733:					140.07	.00	140.07		
9389	Rivendell Sod Farm	10001160	grass seed for parks	04/04/2022	178.50	.00	178.50	53854	04/14/2022
Total 9389:					178.50	.00	178.50		
9469	Roaring Fork Mountain Bik	260	2022 support for NC Trails	04/11/2022	60,000.00	.00	60,000.00	53855	04/14/2022
Total 9469:					60,000.00	.00	60,000.00		
9477	Roaring Fork Rentals, Inc.	284215	lift rental-parks	03/30/2022	270.00	.00	270.00	53856	04/14/2022
Total 9477:					270.00	.00	270.00		
9523	Robinson, Lilas	2022 ELECTI	election judge-admin	04/14/2022	150.00	.00	150.00	53904	04/28/2022
Total 9523:					150.00	.00	150.00		
9743	Rust, Tyler	BOOT BARN	work boots-w/water	04/07/2022	189.90	.00	189.90	53905	04/28/2022
Total 9743:					189.90	.00	189.90		
10139	Sijaric, Jessica	REC CLASS	Sound Bath/Tao Blessing cl	04/11/2022	199.50	.00	199.50	53906	04/28/2022
Total 10139:					199.50	.00	199.50		
10779	Synapse Technologies, Inc.	1616	dues & subscriptions-ps	03/30/2022	3,525.00	.00	3,525.00	53858	04/14/2022
Total 10779:					3,525.00	.00	3,525.00		
10879	Texas Life Insurance Comp	SM0F2R202	05/2022 premium-supp life	04/14/2022	68.95	.00	68.95	53859	04/14/2022
Total 10879:					68.95	.00	68.95		
11041	Tomasko, Pat	2022 ELECTI	election judge-admin	04/14/2022	200.00	.00	200.00	53908	04/28/2022
Total 11041:					200.00	.00	200.00		
11285	Upper Case Printing, Ink	18153	03/2022 newsletter-admin	04/06/2022	584.25	.00	584.25	53860	04/14/2022
		18153	2021 CCR notice-water	04/06/2022	1,021.24	.00	1,021.24	53860	04/14/2022
Total 11285:					1,605.49	.00	1,605.49		
11321	USA Bluebook	914727	lab tests-wwtp	03/17/2022	78.23	.00	78.23	53861	04/14/2022
		921180	m&o of anariziers-wtp	03/23/2022	884.75	.00	884.75	53861	04/14/2022
		930652	valve repair kit-wtp	03/31/2022	274.79	.00	274.79	53861	04/14/2022
		939311	lab supplies-wtp	04/07/2022	150.26	.00	150.26	53909	04/28/2022
		942075	ORP Salt bridge - wwtp	04/11/2022	223.66	.00	223.66	53909	04/28/2022
Total 11321:					1,611.69	.00	1,611.69		
11345	Utility Notification Center-C	222030993	03/2022 locates-wtr	03/31/2022	18.85	.00	18.85	53862	04/14/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		222030993	03/2022 locates-w/wtr	03/31/2022	18.85	.00	18.85	53862	04/14/2022
	Total 11345:				37.70	.00	37.70		
11385	Valley Lumber Company	2204-164095	drywall achors-parks	04/12/2022	11.30	.00	11.30	53863	04/14/2022
	Total 11385:				11.30	.00	11.30		
11493	Verizon Wireless	9903311198	04/2022 cell phones-b&p	04/03/2022	50.74	.00	50.74	53864	04/14/2022
		9903311198	04/2022 cell phones-admin	04/03/2022	101.48	.00	101.48	53864	04/14/2022
		9903311198	04/2022 cell phones-ps	04/03/2022	735.85	.00	735.85	53864	04/14/2022
		9903311198	04/2022 cell phones-rec	04/03/2022	90.75	.00	90.75	53864	04/14/2022
		9903311198	04/2022 cell phones-parks	04/03/2022	142.22	.00	142.22	53864	04/14/2022
		9903311198	04/2022 cell phones-sts	04/03/2022	101.48	.00	101.48	53864	04/14/2022
		9903311198	04/2022 cell phones-water	04/03/2022	262.12	.00	262.12	53864	04/14/2022
		9903311198	04/2022 cell phones-w/wtr	04/03/2022	50.74	.00	50.74	53864	04/14/2022
	Total 11493:				1,535.38	.00	1,535.38		
11585	Wagner Equipment Co.	P55C015765	backhoe maintenance-sts	03/18/2022	450.93	.00	450.93	53865	04/14/2022
	Total 11585:				450.93	.00	450.93		
11630	Watkins, Rachel	REC CLASS	Sound Bath/Tao Blessing cl	04/11/2022	199.50	.00	199.50	53910	04/28/2022
	Total 11630:				199.50	.00	199.50		
11701	Wash-By U, Inc.	MARCH 202	03/2022 car washes-ps	03/31/2022	88.79	.00	88.79	53866	04/14/2022
	Total 11701:				88.79	.00	88.79		
12185	XCel Energy	776306337	04/2022 utilities - museum	04/19/2022	13.82	.00	13.82	53911	04/28/2022
		776432575	04/2022 utilities - EV charg	04/19/2022	93.75	.00	93.75	53914	04/28/2022
		776459651	04/2022 utilities - Evidence	04/19/2022	108.82	.00	108.82	53915	04/28/2022
	Total 12185:				216.39	.00	216.39		
12193	Xpress Bill Pay	63972	03/2022 cc fees-water	03/31/2022	343.33	.00	343.33	4052022	04/05/2022
		63972	03/2022 cc fees-w/water	03/31/2022	343.32	.00	343.32	4052022	04/05/2022
	Total 12193:				686.65	.00	686.65		
12213	Broadvoice	241284	04/22 phone svc-admin	04/01/2022	182.36	.00	182.36	53817	04/14/2022
		241284	04/22 phone svc-ps	04/01/2022	142.30	.00	142.30	53817	04/14/2022
		241284	04/22 phone svc-rec	04/01/2022	87.57	.00	87.57	53817	04/14/2022
		241284	04/22 phone svc-pks	04/01/2022	65.68	.00	65.68	53817	04/14/2022
		241284	04/22 phone svc-sts	04/01/2022	65.68	.00	65.68	53817	04/14/2022
		241284	04/22 phone svc-water	04/01/2022	269.00	.00	269.00	53817	04/14/2022
		241284	04/22 phone svc-w/water	04/01/2022	269.00	.00	269.00	53817	04/14/2022
	Total 12213:				1,081.59	.00	1,081.59		
12233	Your Parts Haus	652068	brake light bulb-parks	03/04/2022	5.29	.00	5.29	53868	04/14/2022
		657752	wheel bearing kit for trailer-	04/19/2022	91.74	.00	91.74	53912	04/28/2022
		657837	nozzle, hose, gas tank for t	04/20/2022	199.02	.00	199.02	53912	04/28/2022
		658028	rubber mud flap-parks	04/21/2022	18.88	.00	18.88	53912	04/28/2022
		658030	tie downs-parks	04/21/2022	48.97	.00	48.97	53912	04/28/2022

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
		658507	air filter for Jacobsen mow	04/26/2022	46.99	.00	46.99	53912	04/28/2022
	Total 12233:				410.89	.00	410.89		
12240	YourMembership.com, Inc	R56555591	employment ad for parks s	04/13/2022	129.00	.00	129.00	53913	04/28/2022
	Total 12240:				129.00	.00	129.00		
12269	Zancanella and Associates,	27916	02/2022 eng acctg-water	03/11/2022	2,703.75	.00	2,703.75	53869	04/14/2022
	Total 12269:				2,703.75	.00	2,703.75		
12374	ProVelocity	34550	IT support svcs-b&p	04/01/2022	321.93	.00	321.93	4142022	04/14/2022
		34550	IT support svcs-admin	04/01/2022	383.42	.00	383.42	4142022	04/14/2022
		34550	IT support svcs-ps	04/01/2022	347.25	.00	347.25	4142022	04/14/2022
		34550	IT support svcs-rec	04/01/2022	365.34	.00	365.34	4142022	04/14/2022
		34550	IT support svcs-pks	04/01/2022	321.93	.00	321.93	4142022	04/14/2022
		34550	IT support svcs-sts	04/01/2022	390.66	.00	390.66	4142022	04/14/2022
		34550	IT support svcs-wtr	04/01/2022	745.14	.00	745.14	4142022	04/14/2022
		34550	IT support svcs-w/wtr	04/01/2022	741.53	.00	741.53	4142022	04/14/2022
	Total 12374:				3,617.20	.00	3,617.20		
12424	Gonzalez, Maria	REFUND 04.	comm ctr deposit refund for	04/23/2022	350.00	.00	350.00	53889	04/28/2022
	Total 12424:				350.00	.00	350.00		
12449	Holton, Jennifer	TAI CHI MAR	tai chi 03.15-04.05.2022-re	04/11/2022	112.50	.00	112.50	53836	04/14/2022
	Total 12449:				112.50	.00	112.50		
12649	Cloud 9 Sign & Design Co.	221	CEC banner for Earth Day	04/13/2022	132.00	.00	132.00	53876	04/28/2022
	Total 12649:				132.00	.00	132.00		
12669	An Exquisite Design	04042022	anniversary gift V Ehlers-a	04/04/2022	55.99	.00	55.99	53815	04/14/2022
		04042022	Gift for Ben (CivicPlus)	04/04/2022	23.00	.00	23.00	53815	04/14/2022
	Total 12669:				78.99	.00	78.99		
12794	Xerox Financial Services	3196286	copier lease & prints-b&p	04/10/2022	34.78	.00	34.78	53867	04/14/2022
		3196286	copier lease & prints-admin	04/10/2022	34.78	.00	34.78	53867	04/14/2022
		3196286	copier lease & prints-rec	04/10/2022	34.78	.00	34.78	53867	04/14/2022
		3196286	copier lease & prints-water	04/10/2022	34.78	.00	34.78	53867	04/14/2022
		3196286	copier lease & prints-w/wat	04/10/2022	34.77	.00	34.77	53867	04/14/2022
		3196287	copier lease & prints- polic	04/10/2022	182.09	.00	182.09	53867	04/14/2022
	Total 12794:				355.98	.00	355.98		
	Grand Totals:				286,355.35	.00	286,355.35		

Vendor Number	Name	Invoice Number	Description	Invoice Date	Invoice Amount	Discount Amount	Check Amount	Check Number	Check Issue Date
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Report Criteria:

Detail report type printed
