



Town of New Castle  
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Planning & Code Administration  
Department  
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### Staff Report

#### **Eagle's Ridge Ranch Final PUD & Final Subdivision Development Plans New Castle Town Council – Meeting – August 6th, 2019**

Report Compiled: 8/1/2019

### Project Information

**Name of Applicant:** Colombo International, Inc.

**Applicant's Mailing Address:** 300 Horseshoe Dr., Basalt, CO. 81621

**Phone/Email:** (970) 618-9222; colombo@sopris.net

**Property Address:** 741 Castle Valley Blvd, New Castle, CO 81647

**Property Owner:** Malo Development Lakota, LLC.

**Owner Mailing Address** 300 Horseshoe Dr., Basalt, CO 81621

**Proposed Use:** 14 Condominiums & 16 Townhomes; 6 Total Buildings

**Legal Description:** Lot 2B, Lakota Canyon Ranch, Phase 7, according to the Final Plat, Resubdivision of Parcel D Plat recorded February 26, 2009, as Reception No. 763774, and the Amended Final Plat, Lot 2, Lakota Canyon Ranch, Phase 7, recorded July 30, 2010, as Reception No. 789213

**Street Frontage:** North – Castle Valley Blvd; West – Town of New Castle ROW shared with Lakota Ridge Senior Housing;

**Existing Zoning:** Mixed Use (MU)

**Surrounding Zoning:** North – Mixed Use (MU), South – R/2, West – Mixed Use (MU) and East – Mixed Use (MU)

## **I Progression of Application:**

### **A. Town Council – 1<sup>st</sup> Reading**

On July 2<sup>nd</sup>, 2019 Town Council approved a 1<sup>st</sup> reading of Ordinance TC 2019-4 reducing the development to 34 residential units (15.34 units/acre) with the elimination of Building 7. Overall the proposal consisted of:

- 14 Condominium Units (1&2 bedrooms, 1,302sf - 1343sf)
- 16 Townhome Units (2&3 bedrooms, two-story, 1,750sf - 1839sf)
- 4 Duplex Units (2 bedroom, two-story, 1,040sf).

The reduction in density was the result of several factors: *First*, the building height for the original Building 7 was nonconforming with Municipal Code 17.128.070§H and 17.128.010. *Second*, off-street parking spaces for Buildings 7-9 totaled nine where 12 were required per 17.76.020§A. *Finally*, the compact parking spaces, in virtue of being directly in front of exit discharge locations, were found to be noncompliant with the 2015 International Building Code section 1028.5. Council concluded that the elimination of Building 7 would resolve the first two issues while potentially providing additional parking to offset the spaces excluded at exit discharges.

Also at 1<sup>st</sup> reading, Council considered two other life safety issues: *First*, in units with flex walls storage closets shall be omitted from the design if full partitions are used to create an office or den. Otherwise an enclosed room with a closet will be considered a sleeping room requiring an emergency escape window. *Second*, a safety fence shall be installed along the top of the retaining wall on the east side of the Property that is adjacent to the property owned by Colorado River Fire Rescue. Addition conditions recommended for final approval are provided at the end of this report.

### **B. Town Council – 2<sup>nd</sup> Reading**

On July 16<sup>th</sup>, 2019, Town Council convened for the 2<sup>nd</sup> reading of Ordinance TC 2019-4 which resulted in a continuance until the next scheduled meeting date of August 6<sup>th</sup>. During deliberations, the Council voiced reservations with the proposed unit density, namely that the proposal exceeds what code authorizes by eight units. Though a variance was considered, collectively the Council affirmed that excessive density was not an optimal fit for the property nor complementary to the Town's zoning and comprehensive plan.

As a result, Council asked the Applicant to consider reducing the total units to 30 (13.53 units/acre) by eliminating all duplexes on the south end of the property. Moreover, the Applicant suggested moving Buildings 5 & 6 19' further south to allow for greater open space between blocks 3 & 4 and 5 & 6. With some infrastructure alterations, the Applicant agreed to make the modifications prior to the August 6<sup>th</sup> meeting. The current packet includes all materials which were relevant for review. The changes include:

1. The elimination of all duplexes (Building 7-9) leaving the following 30 units:
  - 14 Condominium Units (1&2 bedrooms, 1,302sf - 1343sf)
  - 16 Townhome Units (2&3 bedrooms, two-story, 1,750sf - 1839sf)
2. Buildings 5 & 6 and Little Cloud Drive are moved 19' south;
3. A retaining wall will be installed to stabilize the soil along the south side of Little Cloud Drive;

\*\*\*NOTE\*\*\* All documentation was submitted by the July 26th deadline as requested.

### **C. Decision Deadline**

Per Municipal Code 17.100.080, Council has “sixty (60) days from the date of the Planning Commission's written decision on a final application, or within such time as is mutually agreed by the town council and the Applicant” (Council extended to August 6th, 2019) to make one of the following decisions:

- 1.) Approve the application unconditionally;
- 2.) Approve the application with conditions;
- 3.) Deny approval of the application;

The Staff Report evaluates an application for compliance with the regulations and requirements set forth in the Town of New Castle Comprehensive Plan, the Town of New Castle Municipal Code, and the Town of New Castle Public Works Manual. The report also explores the viability of the proposal in terms of life safety, environmental impact, and community benefit.

### **III Process of Approval PUD and Subdivision:**

#### **A. PUD Approval**

In accordance with Municipal Code 17.100.090, a PUD application shall be approved by Town Council only if it is found to be compliant with the following criteria:

- **The proposal is generally compatible with adjacent land uses:**

**Staff Comment:** The property is surrounded by mixed use and residential zones. As is typical of mixed use development, a variety of uses are employed in these zones. To the east, is located the Town fire house. Situated to the west is the Lakota Ridge Senior Housing – a Section 8 affordable living complex. North of the property, across Castle Valley Blvd, are single family homes (~2500-4000sf), multi-family homes, and the Lakota Canyon Ranch golf course. Finally, to the south exists residential zoning and open space. Other than the fire house, the neighboring land uses are generally compatible with the residential use proposed in this development plan.

- **Is consistent with the comprehensive plan & the uses proposed within the PUD are uses permitted outright or by special review within the zoning district or districts contained with the PUD (combined with 17.100.090 #5):**

Future development in New Castle is guided by the 2009 Comprehensive Plan. The guiding principle for community growth states:

New growth and expansion in New Castle will maintain the concept of a compact community with a defined urban edge thereby avoiding sprawl. Ensuring a mix of uses both within the community as a whole and within individual developments will ensure the vitality of New Castle as it grows...The choice to grow is based upon the long-term interests of the municipal residents, the community vision and economic health (Comprehensive Plan, 50)

Therefore the Comprehensive Plan expects that,

Applicants will be required to clearly demonstrate substantial conformity with the comprehensive plan in all applications (Policy CG-1B)

The property is part of the original Lakota Canyon Ranch PUD Master Plan established by Ordinance 2002-18. The PUD adopted four zone districts: 1.) residential low-density, 2.)

residential medium-density, 3.) mixed-use, and 4.) open space. Water, utility, and traffic impact studies stipulated a maximum allowance of 827 total residential units – variously dispersed among zone districts – and up to 100,000sf (~2.3acres) of commercial space, all situated within in the MU district (17.128.020).

The proposed development resides entirely in the MU zone district of Lakota. The development concept for Lakota mixed-use (17.128.070) typifies the Comprehensive Plan's guiding principle for community growth. It states:

The planning concept for the mixed-use zone is to create an attractive environment for community, commercial and retail in a pleasant central location. The community commercial area would be located close to the highway intersection for easy access to non-resident shoppers and would be convenient to the main Boulevard to cut down on traffic trip length and be located near residential areas to cut down on vehicle trips. In keeping with the objective to reduce motor vehicle trips, non-motorized trail systems shall be designed throughout the project and connect residential and commercial districts in a convenient and logical manner. Office and service uses would be mixed into the development in non-store front locations including at the periphery of retail areas as well as on second stories...In some cases, smaller residential units may be mixed in with the commercial/office development, provided that in any building containing both residential and commercial space.(.)  
(17.128.070 § K)

**Staff Comment:** The Applicant has consistently maintained that the best strategy for this property – given location, current community need, and likelihood for success – is strictly a high-density residential development. And though no areas are designated for commercial as required by code, it is noteworthy that historically this is the norm in Lakota. To date, three parcels zoned MU have been approved exclusively for residential development. A fourth parcel, occupied by the fire house, is neither residential nor commercial.

Nevertheless, this strategy for preferencing residential in the MU zone is potentially concerning. Moving forward, an imbalance between residential and commercial can result in potential fiscal disparities. In a memo written during the drafting of the *CP* in 2009, planning consultant Davis Ferrar identified “sales tax leakage” as a possible headwind when development skews towards residential. He writes:

Generally, experts agree that residential development costs more to service by the public sector than it generates in revenues. As a result, Colorado municipalities rely heavily on sales tax to offset those expenses...Sales tax leakage is a significant problem in New Castle. The close proximity of Glenwood Springs and Rifle as major retail hubs that offer greater availability of services and better pricing enhance sales tax leakage. This situation points to the importance of maintaining a good balance of land-use types in the community to keep people, jobs and dollars in town. This concept has been an important consideration in the New Castle Comprehensive Planning process.

As New Castle progresses to more of a bedroom community, with residents spending on goods and services elsewhere, sales tax revenue may be lost to other towns which have the needed services and/or more competitive prices. Furthermore, demands placed on police, fire, and public works create additional fiscal demands which are hard to neutralize. Stopgaps such as impact fee are usually poor substitutes for the permanent revenues produced by balanced land use. To be sure, there are still MU areas vacant for genuine MU development, including the present parcel. However whether or not these future developments are to be more aligned with the guiding principles of the *CP* will likely be influenced by the precedent set with the decision on the present application.

- **The Town has the capacity to serve the proposed use with water, sewer, fire, and police protection:**

Per the 2013 Lakota Agreement section 6.d,

The Town has previously entered into loan agreements and completed construction of improvements to its wastewater treatment plant in order to provide adequate capacity to serve Lakota Canyon Ranch PUD at full buildout...The water storage tank described in the Water Tank Agreement has been completed, and capacity for Lakota Canyon Ranch PUD has been reserved as provided therein.

**Staff Comment:** At current build out levels, the Lakota PUD is well short of exhausting the present water and sewer capacity. The existing main lines would be sufficient to meet the requirement of the proposed density and use. The Applicant anticipates the availability of raw water to the property. However raw water service ends near the Lakota Canyon Recreation Center at Clubhouse Drive, about ¼ mile short of this project.

The fire marshal has noted that the hammerhead turnarounds at the east end of the residential streets are not ideal. However the installation of monitored fire suppression systems will help extend the time for emergency response in case of fire. Finally, the requisite smoke and carbon monoxide detectors will be installed and hydrants will be placed per Town requirements.

- **The number of dwelling units permitted by the underlying zoning districts is not exceeded by the PUD plan:**

The density within the Lakota Master Plan is regulated in two ways: 1.) the number of *units-per-zone* district and 2.) the number of *units-per-acre*. The number of units allowed in the MU zone district of the Lakota PUD is set at 345. The number of lots currently approved through ordinance total 174. This means roughly half of the MU zone is currently not earmarked for immediate development.

With respect to density in terms of units-per-acre, the municipal code permits a maximum of 12.0 dwelling units per gross useable acre (17.128.070 § F). A gross useable area is defined as land that has less than 35% slope. (17.128.010). The Lakota Master Plan also diffuses concentrated development with the presence of open space. The MU zone specifies 15% of the gross project area to be open space (17.128.070 § E). Open space may include parks, recreational areas, landscaped or unimproved areas, courts, play areas, easements, or rights of ways not used for streets and sidewalks.

**Staff Comment:** The Applicant has reduced the total residential dwelling units from an originally proposed 40 to 30 in response to Council's recommendations. The original duplex Buildings 7-9 were removed to provide more functional living space for the remaining 30 units.

With respect to *units-per-zone*, the current development proposal would increase the total units in the MU zone by 30 to an overall total of 204 leaving another 141 lots vacant for the undeveloped portion of the Lakota MU zones. Less the current property, the vacant MU parcels consist roughly of 15.6 acres centered at the Faas Ranch road entry. If the owners of these vacant parcels build strictly residential at the maximum allowed 12.0 per acre, they would approach 187 units, and thus exceed the overall zone density by 46 units.

These figures do not preclude the approval of this proposal as it stands. There is no way to surmise the density intended by a future proposal of an undeveloped parcel nor whether a future development would have significantly more commercial than residential. However it is important to respect how any single development proposal can have an impact on the

development of future parcels in Lakota, especially as density limits are approached. Though zone densities could feasible be mollified through amendment, such modifications would no doubt affect development (and developers) in Lakota elsewhere.

With respect to *units-per-acre*, the property occupies 2.607 acres. Of that, the south most 73' is deemed unusable due to a slope greater than 35%. Therefore, the total useable acreage amounts to 2.218 useable acres. With a design of 30 units, the number of units per acre comes to 13.53, down from the 18.03 as originally proposed. For the current proposal to ultimately conform to code, it would need to be limited to a maximum of 26 units.

Finally, open space will be identified entirely by the areas between structures. The steepness of the land on the south end of the property excludes its participation in the open space total (MC, 17.128.070). In spite of this exclusion, the open space requirement is met at 20.5%.

- **The PUD will:**

- **Provide off-street parking** – Municipal Code 17.76 requires two off-street parking places per dwelling unit. 90 degree parking places are to be 9'x19'. The proposed development requires a minimum 60 space. The design includes 85 total parking spaces, three of which are on-street parking along the Town ROW. Seven of the off-street parking locations are designated guest parking. Units with two-car garages will occupy double the required two spaces per unit for a total of 14 spaces.
- **Utilize the natural character of the land** – The property has a natural slope that rises approximately 25' from north to south. The building layouts utilize this slope, tiered with the rise in elevation. The exterior design premise is a stone and wood veneer with metal shed roofs – components obvious throughout the landscape in New Castle and particularly the Lakota PUD.
- **Provide pedestrian and bicycle circulation** – A pedestrian path along Castle Valley Blvd is anticipated to connect with the Town ROW at Lakota Ridge Senior Housing and terminate at the northeast corner of the lot line with the fire station path. Interior pedestrian paths are also provided from east-to-west between the townhome units and from north-to-south for the length of the property. Continuous paths, therefore, are included in the design.
- **Provide outdoor recreation** – Of the two main areas conducive for outdoor recreation, the largest open space area is confined between the townhome buildings (roughly 40' in width). The development will pave over at least one known use trail on the south ridge.

The second area for outdoor recreation is provided by the Lakota Canyon Recreation Center located at the intersection of Clubhouse Drive and Castle Valley Boulevard. As HOA members, residents will have full access to the Lakota pool and fitness facility.

- **Is of overall compatible architectural design** – According to municipal code 17.128.030, prior to building permit issuance the owner will submit, process, and obtain approval from the design review committee of the Lakota Canyon Ranch HOA for the development of townhome units. The proposal will therefore be expected to be in strict compliance with the HOA design guidelines. After some minor modifications with roof pitches, the development tentatively appears to meet Lakota standards.
- **Achieves adequate screening** – Per 17.104.100 § P.3, every parking area should be adequately screened from adjoining residential uses by a fence or wall 3.5' to 6' tall or by a strip of a least 4' wide of densely planted trees or shrubs. The north parking lot will

have a heavily landscaped berm to shield the rest of the Lakota Canyon development from the condominium parking lot. It is anticipated that all exterior lightening will be dark sky compliant.

- **Ensures compliance with performance standards** – As a residential use, no unusual pollution hazards are anticipated per the Colorado Department of Public Health’s rules and regulations.

### ***B. 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 municipal code 16.16.030. The approved final plat is included in the plan set as well as engineered utility designs and preliminary cost estimates pursuant to 16.16.030.2.b. The subdivision improvement agreement has been formalized and included in the packet per 16.16.030.2.c. The plat has been reviewed by the Town attorney and engineer for compliance. The current plat shows building envelopes for each of the 6 blocks rather than individual units. 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.

### **IV Staff Recommendations & Conditions:**

Staff recommends that Town Council consider the following conditions in its decision on the PUD and Subdivision applications:

1. The total density of the project shall be reduced to a maximum of 30 units or 13.52 units per usable acre. This increase in the presumptive density from the underlying zone district shall be subject to approval by the Town Council and shall not increase the total number of residential units allowed within the entire Lakota Canyon Ranch PUD, which is capped at 827;
2. The Applicant requests a variance from design standards to allow for attached sidewalks. Any additional area to be dedicated for right-of-way shall be from the Applicant’s property and not the adjacent property owned by others.
3. In units with flex walls (e.g. middle unit on Sheet A1.32), storage closets shall be omitted from the design if full partitions are used to create an office or den. Otherwise an enclosed room with a closet will be considered a sleeping room requiring an emergency escape window or door to the public way (2015 IBC 1030.1).
4. A safety fence or railing shall be installed along the top of the retaining wall on the east side of the Property that is adjacent to the property owned by Colorado River Fire Rescue. The specific design of the fence shall be subject to review and approval by Town Staff and the Fire Marshall.
5. The property shall be annexed into the Lakota Canyon Ranch Homeowners’ Association. A supplemental declaration shall be prepared and submitted for review by the Town prior to recording. The Applicant shall also create a sub-association with a separate declaration. The sub-association shall own and maintain the private roads, utilities, open space and common elements and shall maintain the sidewalks adjacent to the public right of way on the side of the Property. The sub-association declaration shall also provide that utility charges for all units within Buildings 1 and 2 shall be billed to the sub-association, which shall be responsible to collect from the unit owners. The declarations shall also address the unit owners’ rights regarding HOA amenities and how assessments will be calculated. The supplemental

declaration and sub-association declaration shall be recorded prior to recording of the Final Block Plat and shall be referenced in plat notes. The sub-association documents shall identify how parking spaces are allocated among the units.

6. The Lakota Canyon Ranch Design Review Committee will approve all plans and designs for the Property as required by the Lakota Canyon Ranch governing documents and the Town Code prior to the issuance of building permits.
7. A construction phasing plan be submitted prior to permit which identifies, at minimum, each of the following components:
  - Buildout phases identified/Sequencing of occupancy
  - Traffic flow for construction equipment as each phase is completed
  - Traffic flow for pedestrians and private vehicles during each phase
  - Safety measures or procedures isolating construction from occupied units
  - Safety measures or procedures for tenants of finished units
  - Schedule submitted by Developer 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. Buildout phases identified/Sequencing of occupancy
8. Pursuant to condition 7, due to the nature and proposed density of this application, and without benefit of an approved construction schedule, staff recommends that no Certificates of Occupancy's or Temporary Certificates of Occupancy's shall be considered for any building within this PUD until such time that a plan can be established which considers the health and safety considerations of the residents.
9. Except for Buildings 1 and 2, each unit shall be served by individual water and sewer service lines and a separate meter meeting the requirements of the Public Works department. Fire sprinkler systems may be served by a shared water supply line for each building.
10. The trash enclosure shall include siding that matches that used on the buildings to be located on the Property and that complies with the Lakota Canyon Ranch design guidelines. The trash enclosure shall not be located within any setback on Property.
11. All disturbed land shall be predominantly weed free during and after development and re-seeded according to the seed mix used by the Town of New Castle Park's Department.
12. All lighting shall be downcast and dark-sky compliant.
13. No excavation permits shall be issued separately from issuance of a building permit.
14. The representations of the Applicant in written and verbal presentations submitted to the Town or made at public hearings before the Planning Commission or Town Council shall be considered part of the application and binding on the Applicant.
15. The Applicant shall comply with all applicable building, residential, electrical, and municipal code requirements when developing the Property according to the PUD plan as may be finally approved.
16. 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.
17. Buildings and units may not be sold separately from the entire property unless a subdivision



plat depicting the boundaries of the unit to be sold is approved by the Town Council and recorded with the Garfield County Clerk and Recorder.

18. All further deviations from the development standards not approved in this ordinance as identified by Staff shall be subject to special review and approval by Town Council.
19. Development of the Property shall be subject to compliance with the recommendations of the Town Engineer as set forth in the letter from SGM to Paul Smith dated June 24, 2019.
20. A subdivision improvements agreement will be prepared by the Town Attorney for consideration by the Town Council as part of any subdivision application. If the PUD application is approved separately from subdivision, then the Town and the Applicant shall enter into a development agreement to provide security for all required public improvements as generally described in Chapter 16.32 of the Town Code.
21. The Applicant 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.
22. Impact fees, tap fees, and water rights dedication fees will be required as set forth in the 2013 Amendment to Development Agreements for Lakota Canyon Ranch PUD dated March 19, 2013 and recorded as Reception No. 833371.

**V Development Application Exhibits:**

(Documents 1-22 submitted prior to the preliminary P&Z hearing on April 10<sup>th</sup>, 2019)

- 1) PUD & Subdivision Combination Applications
- 2) Agreement to Pay Consulting Fees & Expenses, February 15<sup>th</sup>, 2019
- 3) Legal Description
- 4) Public Notice
- 5) Title Commitment
- 6) Warranty deed
- 7) List of Properties within 250' of Development
- 8) Amended Final Plat, Lot 2, Lakota Canyon Ranch, Phase 7
- 9) Referral Comment, Colorado Parks & Wildlife
- 10) Referral Comment, Town of New Castle PD
- 11) Referral Comment, XCEL, February 13, 2019
- 12) Referral Comment, Mountain Waste & Recycling
- 13) Referral Comment, Lakota Canyon Ranch HOA
- 14) Referral Comment, Garfield RE-2 School District
- 15) Environmental Site Assessment, Kumar & Associates
- 16) Drainage & Soils Reports, 2191001.00, February 12, 2019
- 17) Traffic Study, McDowell Engineering, April 2, 2019
- 18) Preliminary/Final Review, David McConaughy, March 7 & April 4, 2019
- 19) Preliminary/Final Review, Orrin Moon, March 12 & April 2, 2019
- 20) Preliminary Review, John Wenzel & Daniel Becker, March 5, 2019
- 21) Preliminary Review, Jeff Simonson, March 6, 2019
- 22) Plan Review Set, T1.0 – C5.10, February 20, 2019
- 23) Plan Review Revised Civils, C1.0 – C6.03, February 4, 2019

(Documents 23-30 submitted prior to the final P&Z hearing on May 9<sup>th</sup>, 2019)

- 24) Referral Comment, Lakota Canyon Ranch HOA, April 25, 2019
- 25) Final Review, Orrin Moon, May 2, 2019

- 26) Final Review, John Wenzel & Daniel Becker, May 2, 2019
- 27) Final Review, Jeff Simonson, May ,1 2019
- 28) Plan Set, Revised Architecturals, T1.0 – A3.91, February 19, 2019
- 29) Plan Set, Revised Civils, C1.00 – C8.03, April 25, 2019
- 30) Revised Sheet, SP2.0, May 2, 2019
- 31) Sheet, SP Exhibit, May 2, 2019

(Documents 32-47 submitted prior to the Staff Report deadline of June 27<sup>th</sup>, 2019)

- 32) Affidavit of Notice
- 33) Declaration of Covenants, Conditions, and Restrictions for Eagle's Ridge: A Subarea Located within Lakota Canyon Ranch, Received May 30<sup>th</sup>, 2019
- 34) DRAFT Supplemental Declaration of Covenants, Conditions, and Restrictions for Lakota Canyon, Received, May 30<sup>th</sup>, 2019
- 35) Eagle Ridge Ranch Utility Report, Revised May 28<sup>th</sup>, 2019
- 36) Detention Pond Memorandum from Jeff Simonson, May 28<sup>th</sup>, 2019
- 37) Alternative Sidewalk Memorandum from John Wenzel, May 29<sup>th</sup>, 2019
- 38) Summary of Engineer's Estimated Preliminary Costs, May 27<sup>th</sup>, 2019
- 39) Plan Set, Revised Renderings, Received June 19<sup>th</sup>, 2019
- 40) Plan Set, Revised Civils, C1.00 – C8.04, Received June 19<sup>th</sup>, 2019
- 41) Plan Set, Revised Architecturals, T1.0 – A4.12, Received June 19<sup>th</sup>, 2019
- 42) Request for Response: Means of Egress, Architect Brad Jordan, June 19<sup>th</sup>, 2019
- 43) Request for Response: Parking Spaces, Architect Brad Jordan, June 19<sup>th</sup>, 2019
- 44) Final Review, Jeff Simonson, June 24<sup>th</sup>, 2019
- 45) Subdivision Improvement Agreement (SIA), Attorney David McConaughy, Received June 25<sup>th</sup>, 2019
- 46) Compact Parking Renderings ED1 & ED2, Submitted June 26, 2019
- 47) Extension of PUD Approval Deadline, Memorandum from Dave Reynolds, Approved June 18<sup>th</sup>, 2019

(Documents 48-50 submitted prior to the Staff Report deadline of July 12<sup>th</sup>, 2019)

- 48) Reorganization of Duplex Buildings 8 & 9 with Parking, Submitted July 8<sup>th</sup>, 2019
- 49) Annotated Preliminary Plat, David McConaughy, Submitted July 9<sup>th</sup>, 2019
- 50) Subdivision and PUD Development Agreement, David McConaughy, Submitted July 3<sup>rd</sup>, 2019

(Documents 51-58 submitted prior to the Staff Report deadline of July 26<sup>th</sup>, 2019)

- 51) Plan Set, Revised Architecturals, T1.0-A4.12, Received July 26<sup>th</sup>, 2019
- 52) List of Revisions, Jim Colombo, Received July 26<sup>th</sup>, 2019
- 53) Display Exhibit, View Corridor, Received July 26<sup>th</sup>, 2019
- 54) Display Exhibit, Retaining Wall View, Received July 26<sup>th</sup>, 2019
- 55) Display Exhibit, Retaining Wall Keystone, Received July 26<sup>th</sup>, 2019
- 56) Display Exhibit, Redi-Rock View, Received July 26<sup>th</sup>, 2019
- 57) Display Exhibit, Redi-Rock Option 1, Received July 26<sup>th</sup>, 2019
- 58) Display Exhibit, Redi-Rock Option 2, Received July 26<sup>th</sup>, 2019

**SUBDIVISION AND PUD DEVELOPMENT AGREEMENT  
FOR EAGLE’S RIDGE, LAKOTA CANYON RANCH, LOT 2B, PHASE 7**

THIS SUBDIVISION AND PUD DEVELOPMENT AGREEMENT (hereinafter “AGREEMENT”) is made this \_\_\_ day of \_\_\_\_\_, 2019, by and between the TOWN OF NEW CASTLE, COLORADO, a home rule municipality (“Town”); COLOMBO INTERNATIONAL, INC., a Colorado corporation (“Developer”); and MALO DEVELOPMENT COMPANY—LAKOTA, LLC, a Colorado limited liability company (“Owner”):

W I T N E S S E T H:

WHEREAS, Owner is the owner of certain real property located within the Lakota Canyon Ranch Subdivision in the Town of New Castle, Colorado, more particularly described as:

Lot 2B, Lakota Canyon Ranch, Phase 7, according to the Final Plat, Resubdivision of Parcel D Plat recorded February 26, 2009, at Reception No. 763774, and the Amended Final Plat, Lot 2, Lakota Canyon Ranch, Phase 7, recorded July 30, 2010, at Reception No. 789213.

(the “Property”); and

WHEREAS, Owner has authorized Developer to pursue development of the Property; and

WHEREAS, Developer has filed an application with the Town seeking approval of a Final PUD Development Plan (“Final Plan”) and final Subdivision Plat (“Final Plat”) for the Property for the creation of 36 residential units in 9 buildings on the Property; and

WHEREAS, the Town Council has approved the Final Plan and Final Plat subject to the terms and conditions set forth in Ordinance No. TC 2019-4; 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 the Property and to set forth the fees to be paid by the Developer in connection with the development. All terms and conditions contained herein are in addition to all terms and conditions of Ordinance No. TC 2019-4, the Town Code, and state and federal statutes, and all previous recorded agreements with the Town affecting the Property, including but not limited to the First Supplement to 1999 Annexation and Development Agreement dated January 3, 1999 and recorded as Reception No. 618282 (“Annexation Agreement”), 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 A attached to Ordinance No. TC 2019-4, which are incorporated herein by reference. Any terms defined in Ordinance TC 2019-4 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 are listed in **Exhibit A** 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 plans and specifications submitted by the Developer and approved in writing by the Town Engineer, the Town of New Castle Public Works Manual then in effect, and any utility plan (hereinafter collectively referred to as “Plans and Specifications”). 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 Final Block 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 Final Block 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.

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 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 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 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 110% of the amount specified on Exhibit A.

A. In order to secure the construction and installation of the Public Improvements above described, for which the Developer is responsible, the Developer shall, prior to recording of the Final Block Plat, provide the Town with an irrevocable letter of credit issued or confirmed by a commercial banking institution that shall be valid for at least 13 months from the date of recording of the Final Block Plat. If the time for completion of the Public Improvements is extended, the letter of credit shall be similarly extended. Under the terms of the letter of credit, the Town shall be allowed to present drafts and accompanying documents to the banking institution by overnight courier. The Town shall have the right to review and approve all terms and conditions of the letter of credit 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 A 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 A, Developer shall be solely responsible for the actual cost. The purpose of Exhibit A 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 \$10,000, which the Town may collect pursuant to the default and breach provisions of this Agreement.

- E. Neither approval of any reduction to the letter of credit, 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 in accordance with Section 16.32.020 of the Town Code.

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. 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 the Property. Developer further agrees to reseed the Property according to the seed mix used and approved by the Town's Park Department.

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 Property 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 following EQR calculations:

Building 1: 5 two-bedroom units:  $0.8 \text{ EQR} \times 5 = 4 \text{ EQR}$   
1 one-bedroom unit:  $0.8 \text{ EQR} \times 1 = .8 \text{ EQR}$   
Total: 4.8 EQR

Building 2: 6 two-bedroom units:  $0.8 \text{ EQR} \times 6 = 4.8 \text{ EQR}$   
2 one-bedroom units:  $0.8 \text{ EQR} \times 2 = 1.6 \text{ EQR}$   
Total: 6.4 EQR



Building 3: 2 three-bedroom units:  $1.0 \text{ EQR} \times 2 = 2 \text{ EQR}$   
1 two-bedroom unit:  $1.0 \text{ EQR} \times 1 = 1 \text{ EQR}$   
Total: 3 EQR

Building 4: 2 three-bedroom units:  $1.0 \text{ EQR} \times 2 = 2 \text{ EQR}$   
3 two-bedroom units:  $0.8 \text{ EQR} \times 3 = 2.4 \text{ EQR}$   
Total: 4.4 EQR

Building 5: 1 three-bedroom unit:  $1.0 \text{ EQR} \times 1 = 1 \text{ EQR}$   
2 two-bedroom units:  $1.0 \text{ EQR} \times 2 = 2 \text{ EQR}$   
Total: 3 EQR

Building 6: 2 three-bedroom units:  $1.0 \text{ EQR} \times 2 = 2 \text{ EQR}$   
3 two-bedroom units:  $0.8 \text{ EQR} \times 3 = 2.4 \text{ EQR}$   
Total: 4.4 EQR

~~Building 7: NOT APPROVED~~

~~Building 8: 2 two-bedroom units:  $1.0 \text{ EQR} \times 2 = 2 \text{ EQR}$~~

~~Building 9: 2 two-bedroom units:  $1.0 \text{ EQR} \times 2 = 2 \text{ EQR}$~~

Total Units (all buildings): ~~34~~30

Total EQR (all buildings): ~~30~~26

Notwithstanding that the Table of Equivalent Uses provides that 2-bedroom units in multifamily buildings of 4 or more units shall be rated at 0.8 EQR only if billed collectively for the entire building, the Town agrees to apply the 0.8 EQR rating to all buildings of four or more units, provided that separate or collective metering and billing for water service shall be in accordance with the recommendations of the Public Works Department.

If the plans for any of the buildings or units 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. The Application contemplates irrigation of common areas within the Property from the New Castle municipal potable water system, which is included in the EQR calculations set forth above in Section 14, not to exceed ~~75,500~~65,000 square feet of irrigated area. If the Developer instead installs 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 and water rights dedication fees pursuant to Section 13.38.030 of the Town Code. Nothing herein guarantees the availability of raw water to serve the Property, which shall be determined by the Town in its sole discretion. Any irrigated area in excess of 65,000 square feet shall require payment of additional tap fees and water rights dedication fees 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 is required to pay a cash-in-lieu-of-dedication fee in the amount of \$6,000.00 per EQR (“Dedication Fee”). Pursuant to Section 6(f) of the Annexation Agreement, Developer shall pay the required Dedication Fee at the time of recording of the Final Block Plat.

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 the Property as set forth above. 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 the Property until the Final Block Plat has been recorded and security has been provided for all public improvements as required by this Agreement.

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

- A. The Final Block Plat has been approved by Town Staff, 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 identified/Sequencing of occupancy
  - 2. Traffic flow for construction equipment as each phase is completed
  - 3. Traffic flow for pedestrians and private vehicles during each phase
  - 4. Safety measures or procedures isolating construction from occupied units
  - 5. Safety measures or procedures for tenants of finished units
  - 6. Schedule submitted by Developer that identifies the sequencing of construction, sequencing of occupancy, traffic flow, and traffic control plans during construction;
  - 7. Storage and staging areas for construction equipment and materials.

- C. All conditions and concerns identified in the Public Works Department and Town Engineer reports attached collectively hereto as **Exhibit B** 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 Lakota Canyon Ranch Design Review Committee has approved all plans and designs for the Property as required by the Lakota Canyon Ranch governing documents and the Town Code; and
- G. All off-site easement and/or dedication conveyance documents are fully-executed and properly recorded with the Garfield County Clerk & Recorder's office.
- 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 the Property has adequate access and that all water and sewer utility improvements have been completed and accepted by the Town. Although this Agreement does not obligate Developer to construct or provide security for that portion of the public right of way being constructed by the owner of the adjacent property on Lot 2A pursuant a separate development agreement with the Town, completion and acceptance of the entire public street shall be required prior to issuance of a Certificate of Occupancy for any residential unit on the Property.
- B. Developer submits, and Town Staff approves, an adequate safety plan to ensure that ongoing construction of other buildings and improvements on the Property does not interfere with the health and safety of any residents.

20. 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 the Property, the applications and approvals referenced in Ordinance No. TC 2019-4 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.

21. 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 2019-4, are agreed to and constitute the voluntary actions of the Developer and Owner.

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

- A. Refusing to issue to Developer any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described below has been recorded;
- B. Recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Administrator or his designee, stating that the terms and conditions of this Agreement have been breached by Developer. At the next regularly scheduled Town Council meeting, the Town Council shall either approve the filing of said affidavit or direct the Town Administrator to file an affidavit stating that the default has been cured. Upon the recording of such an affidavit, no further development may occur on the Property until the default has been cured. An affidavit signed by the Town Administrator or his designee and approved by the Town Council stating that the default has been cured shall remove this restriction;
- C. A demand that the security given for the completion of the Public Improvements be paid or honored;
- D. The refusal to consider further development plans within the Property; 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.

23. Assignment. This Agreement may not be assigned by the Owner or 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 Owner or 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.

24. Indemnification. Developer agrees to indemnify and hold the Town harmless from any and all claims or losses of any nature whatsoever incurred by the Town resulting from the development of the Property and all other approvals pursuant to Ordinance Nos. TC 2019-4. 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.

25. 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.

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

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

28. 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.

29. 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.

30. 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.

31. 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.

32. 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.

33. 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.

34. 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.  
901 Grand Avenue, Suite 201  
Glenwood Springs, CO 81601  
Phone (970) 947-1936  
Fax (970) 947-1937  
E-mail: [dmcconaughy@garfieldhecht.com](mailto:dmcconaughy@garfieldhecht.com)

Notice to Developer:

James P. Colombo  
Colombo International, Inc.  
300 Horseshoe Drive  
Basalt, CO 81621  
Phone: (970) 918-9222  
E-mail: [Colombo@sopris.net](mailto:Colombo@sopris.net)

Notice to Owner:

James P. Colombo  
Malo Development Company–Lakota, LLC  
300 Horseshoe Drive

Basalt, CO 81621  
Phone: (970) 918-9222  
E-mail: [colombo@sopris.net](mailto:colombo@sopris.net)

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 \_\_\_\_\_, 2019, 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

**COLOMBO INTERNATIONAL, INC.**

\_\_\_\_\_  
James P. Colombo  
Title: President

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by James P. Colombo, \_\_\_\_\_ (title) of Colombo International, Inc., a Colorado corporation.

WITNESS my hand and official seal.  
My Commission expires:

\_\_\_\_\_  
Notary Public

**MALO DEVELOPMENT  
COMPANY—LAKOTA, LLC.**

\_\_\_\_\_  
James P. Colombo  
Title: President

STATE OF COLORADO    )  
  ) ss.  
COUNTY OF \_\_\_\_\_ )

Acknowledged, subscribed, and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2019, by James P. Colombo, \_\_\_\_\_ (title) of Malo Development Company—Lakota, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.  
My Commission expires:

\_\_\_\_\_  
Notary Public



Document comparison by Workshare 9.5 on Friday, July 26, 2019 11:05:42 AM

Input:	
Document 1 ID	interwovenSite://IM-DMS-1/iManage/2040939/5
Description	#2040939v5<iManage> - Eagle's Ridge Development Agreement - 7-3-19
Document 2 ID	C:\NRPortb\iManage\DMCCONAUGHY\2040939_6.doc
Description	C:\NRPortb\iManage\DMCCONAUGHY\2040939_6.doc
Rendering set	Standard

Legend:	
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<u>Moved to</u>	
Style change	
Format change	
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Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
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Statistics:	
	Count
Insertions	6
Deletions	7
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	13

**TOWN OF NEW CASTLE, COLORADO  
ORDINANCE NO. TC 2019-4**

**A ORDINANCE OF THE NEW CASTLE TOWN COUNCIL APPROVING A FINAL PUD DEVELOPMENT PLAN AND FINAL SUBDIVISION PLAT FOR LOT 2B, PHASE 7, LAKOTA CANYON RANCH, ALSO KNOWN AS EAGLE'S RIDGE RANCH**

WHEREAS, Malo Development Company – Lakota, LLC is the owner of certain real property within the Town of New Castle (“Town”) described on Exhibit A (the “Property”); and

WHEREAS, the Property is part of the Lakota Canyon Ranch PUD and is zoned mixed use (MU); and

WHEREAS, on February 2, 2019, James P. Colombo (“Applicant”) submitted an application requesting approval of a PUD Development Plan and subdivision plat for the Property (“Application”); and

WHEREAS, the Applicant ~~proposes~~originally proposed to construct 36 residential units in nine separate buildings on the Property; and

WHEREAS, following consideration of this Ordinance on first reading, the Applicant has submitted revised drawings showing 30 residential units in six separate buildings;

WHEREAS, once developed, the Property will be known as “Eagle’s Ridge Ranch;” and

WHEREAS, the Planning & Zoning Commission (“Commission”) held a duly noticed public hearing on April 10, 2019 to consider the Application and approved a preliminary PUD development plan and a preliminary subdivision plat pursuant to the terms and conditions of Resolutions PZ 2019-2 and 2019-3; and

WHEREAS, the Commission held a public hearing on the final PUD development plan and final subdivision plat on May 8, 2019 and recommended approval by the Town Council subject to the terms and conditions of Resolutions PZ 2019-4 and 2019-5; and

WHEREAS, the Town Council considered the Application and the recommendations of the Commission at public meetings on July 2, ~~2019 and on~~2019, July 16, 2019, and August 6, 2019; and

WHEREAS, subject to compliance with the terms and conditions of this Ordinance, the Town Council finds:

1. that the Application is generally compatible with adjacent land uses;
2. that the Application 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 the 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” consists of the documents and information identified by the Town Clerk 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 on July 2, ~~2019~~ and 2019, July 16, 2019, and August 6, 2019. Copies of all exhibits to this Ordinance are available for inspection at the office of the Town Clerk.

3. Subdivision Approval. The Town Council hereby grants the Applicant’s request to subdivide the Property into ~~34 (not 36)~~30 units as follows:

Building 1: 5 two-bedroom units  
1 one-bedroom unit

Building 2: 6 two-bedroom units  
2 one-bedroom units

Building 3: 2 three-bedroom units  
1 two-bedroom unit

Building 4: 2 three-bedroom units  
3 two-bedroom units

Building 5: 1 three-bedroom unit  
2 two-bedroom units

Building 6: 2 three-bedroom units  
3 two-bedroom units

~~Building 7: NOT APPROVED<sup>†</sup>~~

~~Building 8: 2 two-bedroom units~~

~~Building 9: 2 two-bedroom units~~

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 ~~eight~~<sup>six</sup> separate building envelopes or “blocks” corresponding to each of the buildings described above (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 each building within each block at any time after recording of the Final Block Plat, subject to all applicable building permit and code requirements.

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 (the “Individual Building Plat”). The Individual Building Plats may be approved on a staff level without further action by the Town Council. 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.

5. Zoning and PUD Approval. The Property remains zoned as “MU” pursuant to Section 17.128.070 of the Code. The Town Council hereby approves the Application as a final PUD development plan to include ~~34~~<sup>30</sup> units on the Property notwithstanding the presumptive maximum density standards for the MU zone district set forth in Section 17.128.070 of the Code, provided, however, ~~this~~<sup>to the extent this approval provides for</sup> any increase in density it shall apply only to the PUD development plan included in the Application and shall not increase the total number of residential units allowed within the

<sup>†</sup>~~The building designations may be renumbered on the final plat, provided that the total number of buildings and units is consistent with this Ordinance and that the easternmost duplex along the south side of Little Cloud Drive as presented at the July 2, 2019 meeting is eliminated. The final configuration of the remaining two duplexes may be approved by Town Staff provided that such configuration is consistent with representations at the July 16, 2019 Town Council meeting.~~

entire Lakota Canyon Ranch PUD, which is capped at 827. In the event of any conflict between the MU zoning regulations, the final PUD development plan and final subdivision plat approved by this ordinance shall control.

6. Subdivision and PUD Development Agreement. The approvals herein are contingent upon the execution and recording of the Subdivision and PUD Development Agreement (“SIA”) attached hereto as Exhibit C, 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.

A. All representations of the Applicant made verbally or in written submittals presented to the Town in conjunction with the Application and before the planning commission or Town Council shall be considered part of the application and binding on the applicant.

B. The Applicant shall comply with all applicable building, residential, electrical, and municipal code requirements when developing the Property;

C. The property shall be annexed into the Lakota Canyon Ranch Homeowners’ Association. A supplemental declaration shall be prepared and submitted for review by the Town prior to recording. The Applicant shall also create a sub-association with a separate declaration. The sub-association shall own and maintain the private roads, utilities, open space and common elements and shall maintain the sidewalks adjacent to the public right of way on the side of the Property. The sub-association declaration shall also provide that utility charges for all units within Buildings 1 and 2 shall be billed to the sub-association, which shall be responsible to collect from the unit owners. The declarations shall also address the unit owners’ rights regarding HOA amenities and how assessments will be calculated. The supplemental declaration and sub-association declaration shall be recorded prior to recording of the Final Block Plat and shall be referenced in plat notes. The sub-association documents shall identify how parking spaces are allocated among the units.

D. Except for Buildings 1 and 2, each unit shall be served by individual water and sewer service lines and a separate meter meeting the requirements of the Public Works department. Fire sprinkler systems may be served by a shared water supply line for each building.

E. The trash enclosure shall include siding that matches that used on the buildings to be located on the Property and that complies with the Lakota Canyon Ranch design guidelines. The trash enclosure shall not be located within any setback on the Property.

F. The site and retaining walls on the Property shall have a natural stone look that complies with the Lakota Canyon Ranch design guidelines.

G. Development of the Property shall be subject to compliance with the recommendations of the Town Engineer as set forth in the letter from SGM to Paul Smith dated June 24, 2019.

H. The form of the Final Block Plat and Individual Building Plats, including any revisions to plat notes and certificates, are subject to final review and approval by the Town Engineer and Town Attorney.

I. The right-of-way will include area for sidewalks and on-street parking. The Town Council approves the Applicant's request for a variance from design standards to allow for attached sidewalks. Any additional area to be dedicated for right-of-way shall be from the Applicant's property and not the adjacent property owned by others.

J. All exit discharge paths must remain unobstructed from exit doors to the public way.

K. Compact parking spaces shall be permitted only in places where they do not obstruct the exit discharge path to the public way.

~~L. A building height variance is approved for Building 8 as depicted in the Application. All buildings shall comply with the architectural plans included in the Application, subject to building code requirements and other provisions of this Ordinance, except that Building 7 shall be eliminated.~~  
M. In units with flex walls (e.g., the middle unit of Building 3) storage closets shall be omitted from the design if full partitions are used to create an office or den. Otherwise an enclosed room with a closet will be considered a sleeping room requiring an emergency escape window or door to the public way, and the EQR rating for such units as provided in the SIA may require adjustment to account for an additional bedroom.

~~N.~~ NM. All disturbed land shall be predominantly weed free during and after development and re-seeded according to the seed mix used by the Town of New Castle Park's Department.

~~O.~~ ON. All lighting shall be downcast and dark-sky compliant.

~~P.~~ PO. No excavation permits shall be issued separately from issuance of a building permit.

~~Q.~~ QP. A safety fence shall be installed along the top of the retaining wall on the east side of the Property that is adjacent to the property owned by Colorado River Fire Rescue. The specific design of the fence shall be subject to review and approval by Town Staff and the Fire Marshall.

INTRODUCED on July 2, 2019, 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 ~~July 16~~, August 6, 2019, read by title and number, passed with amendments, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE,  
COLORADO

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

EXHIBIT LIST

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



Document comparison by Workshare 9.5 on Friday, July 26, 2019 11:00:58 AM

Input:	
Document 1 ID	interwovenSite://IM-DMS-1/iManage/2049041/5
Description	#2049041v5<iManage> - Ordinance 2019-4 Eagles Ridge Ranch - Second Reading draft 7-8-19
Document 2 ID	C:\NRPortb\iManage\DMCCONAUGHY\2049041_6.docx
Description	C:\NRPortb\iManage\DMCCONAUGHY\2049041_6.docx
Rendering set	Standard

Legend:	
<a href="#">Insertion</a>	
<del>Deletion</del>	
<del>Moved from</del>	
<a href="#">Moved to</a>	
Style change	
Format change	
<del>Moved deletion</del>	
Inserted cell	
Deleted cell	
Moved cell	
Split/Merged cell	
Padding cell	

Statistics:	
	Count
Insertions	19
Deletions	18
Moved from	0
Moved to	0
Style change	0
Format changed	0
Total changes	37

CASTLE VALLEY BLVD.

**OPEN SPACE  
CALCULATION**

27,001.9 S.F. = 23.7%  
113,721.0 S.F.

**UNIT TYPES PER BUILDING AND  
SQUARE FOOTAGE CALCULATIONS**

<b>BUILDING 1 (CONDOMINIUM UNITS)</b>	
5 - 2 BEDROOM UNITS @ 1335 SF/UNIT	6,675 SF
1 - 1 BEDROOM UNIT @ 1335 SF/UNIT	1,335 SF
<b>BUILDING 1 TOTAL</b>	<b>8,010 SF</b>
<b>BUILDING 2 (CONDOMINIUM UNITS)</b>	
6 - 2 BEDROOM UNITS @ 1335 SF/UNIT	8,010 SF
2 - 1 BEDROOM UNITS @ 1335 SF/UNIT	2,670 SF
<b>BUILDING 2 TOTAL</b>	<b>10,680 SF</b>
<b>BUILDING 3 (TOWNHOME UNITS)</b>	
2 - 3 BEDROOM UNITS @ 1839 SF/UNIT	3,678 SF
1 - 2 BEDROOM UNITS @ 1750 SF/UNIT	1,750 SF
<b>BUILDING 3 TOTAL</b>	<b>5,428 SF</b>
<b>BUILDING 4 (TOWNHOME UNITS)</b>	
2 - 3 BEDROOM UNITS @ 1839 SF/UNIT	3,678 SF
3 - 2 BEDROOM UNITS @ 1750 SF/UNIT	5,250 SF
<b>BUILDING 4 TOTAL</b>	<b>8,928 SF</b>
<b>BUILDING 5 (TOWNHOME UNITS)</b>	
1 - 3 BEDROOM UNITS @ 1839 SF/UNIT	1,839 SF
2 - 2 BEDROOM UNITS @ 1750 SF/UNIT	3,500 SF
<b>BUILDING 5 TOTAL</b>	<b>5,339 SF</b>
<b>BUILDING 6 (TOWNHOME UNITS)</b>	
2 - 3 BEDROOM UNITS @ 1839 SF/UNIT	3,678 SF
3 - 2 BEDROOM UNITS @ 1750 SF/UNIT	5,250 SF
<b>BUILDING 6 TOTAL</b>	<b>8,928 SF</b>

**SQUARE FOOTAGE BY TYPE OF BUILDINGS**  
 BUILDINGS 1 & 2 - 14 CONDOMINIUM UNITS  
 18,690 SF  
 BUILDINGS 3, 4, 5, & 6 - 16 TOWNHOME UNITS  
 29,223 SF

TOTAL SQUARE FOOTAGE OF BUILDINGS 1-6 47,913 SF

**TOTAL PROPOSED BEDROOMS**

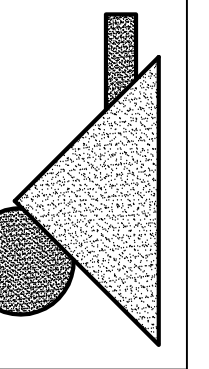
BUILDING	
BUILDING 1	11
BUILDING 2	14
BUILDING 3	8
BUILDING 4	12
BUILDING 5	7
BUILDING 6	12
<b>TOTAL BEDROOM COUNT</b>	<b>64</b>

**PROPOSED PARKING SPACES**

(REQUIRED PARKING: 2 SPACES/DWELLING UNIT  
= 60 SPACES)

TOTAL PROVIDED=85 SPACES

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bradford@jordanarch.com  
jordanarchitect.com



COLOMBO INTERNATIONAL INC.  
300 HORSFORD DRIVE  
BRASALT, COLORADO 81621  
PHONE: 970.618.9222  
EMAIL: COLOMBO@SOPTIS.NET

**COLOMBO**

**EAGLE'S RIDGE  
AT  
LAKOTA CANYON  
RANCH**  
PHASE 7, LOT 2B  
NEW CASTLE, COLORADO

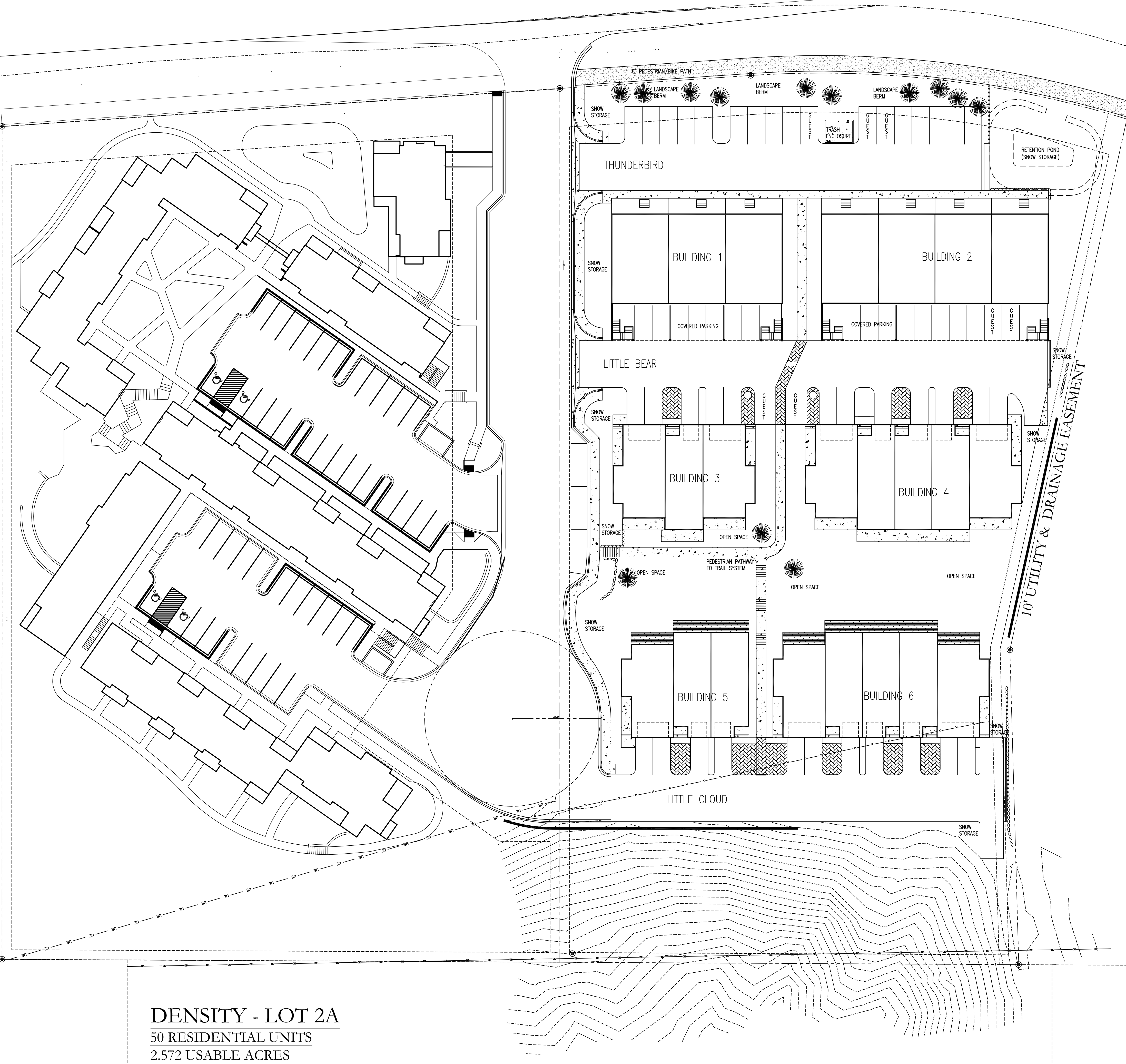
**REVISIONS**  
04/30/19  
05/20/19 TRASH ENCL  
06/11/19 BDRMS/PRKG  
06/25/19  
07/23/19

All designs, ideas, arrangements and plans indicated by these drawings and specifications are the property and copyright of the Architect and shall neither be used on any other work nor be used by any other person for any use whatsoever without written permission. Written dimensions shall take precedence over scaled dimensions and shall be verified at the job site. Any dimensional discrepancy shall be brought to the attention of the Architect prior to commencement of work.

PROJECT NO.  
2018-22  
DRAWN BY  
BSJ  
CHECKED BY  
J.C.  
ISSUE DATE  
2/19/19

SHEET TITLE  
SITE PLAN

**SP2.0**

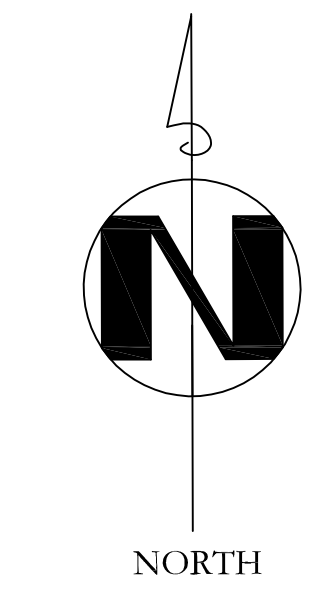


**DENSITY - LOT 2A**  
50 RESIDENTIAL UNITS  
2.572 USABLE ACRES

19.44 UNITS/ACRE

**DENSITY - LOT 2B**  
30 RESIDENTIAL UNITS  
2.218 USABLE ACRES

13.52 UNITS/ACRE



**Site Plan**  
1"=30'-0"



CASTLE VALLEY BLVD.

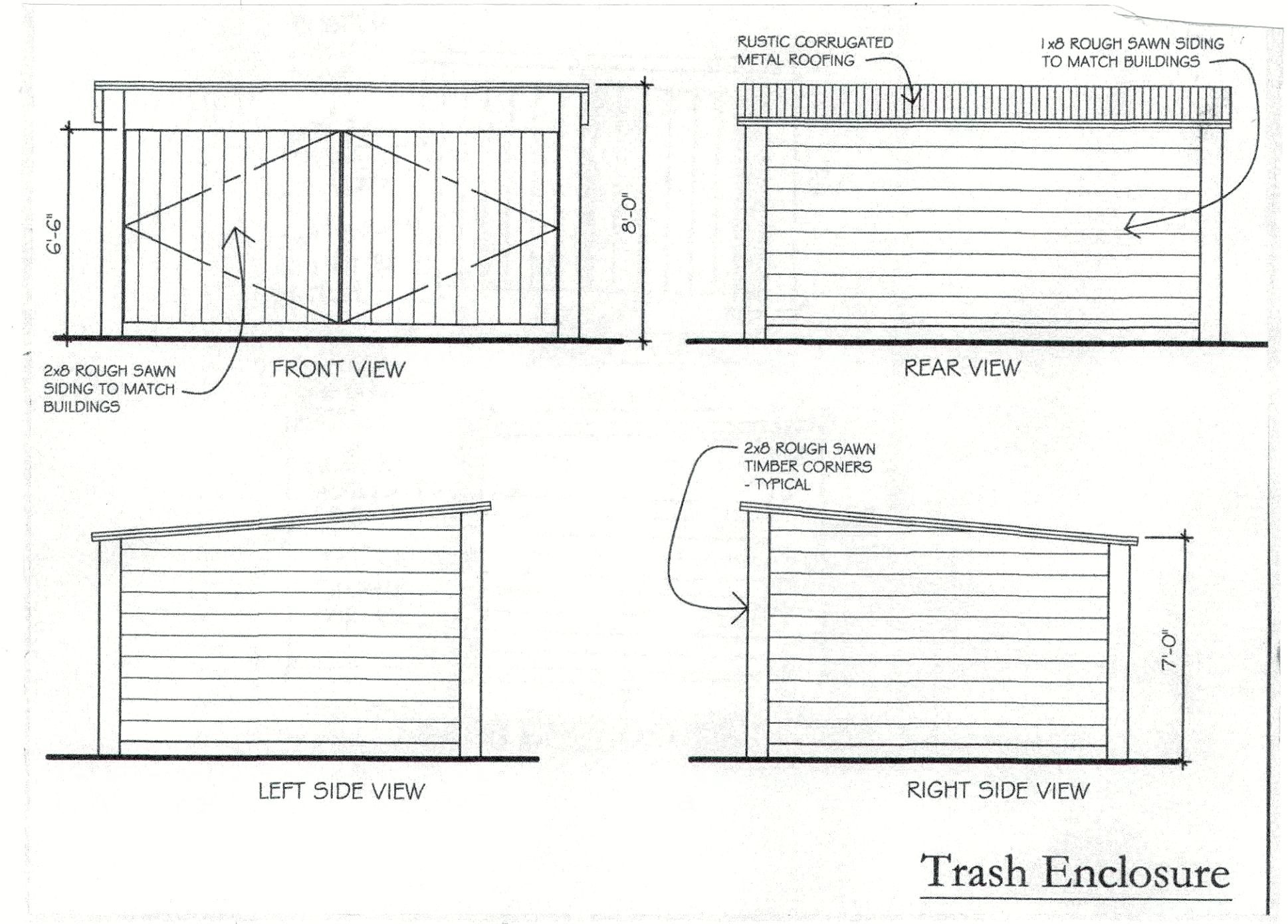


**TREE KEY**

SYMBOL	COMMON NAME
	COLORADO BLUE SPRUCE
	COLORADO SPRUCE (GREEN)
	THORNLESS HONEYLOCUST
	RED SUNETT MAPLE
	NEWPORT PLUM
	PINON PINE

**SHRUB AND GROUNDCOVER KEY**

	LILACS
	MCKAY'S WHITE POTENILLA
	ANTHONY WATERER SPIREA
	BAILEY REDWIG DOGWOOD
	MUGO PINE
	DOUBLE PINK ROSE SHRUB
	SODDED LAWN
	ASSORTED PERENNIALS
	PASTURE SEED MIX W/ WILDFLOWERS



**Landscape Plan**

1"=30'-0"



**JORDAN ARCHITECTURE, INC.**  
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 Phone: 970.618.6690  
 jordanarchitect.com

**COLOMBO INTERNATIONAL INC.**  
 300 HORSHOE DRIVE  
 BASALT, COLORADO 81621  
 PHONE: 970.618.9222  
 EMAIL: COLOMBO@SOFTIS.NET

**EAGLE'S RIDGE AT LAKOTA CANYON RANCH**  
 PHASE 7, LOT 2B  
 NEW CASTLE, COLORADO

**REVISIONS**  
 04-30-19  
 05-20-19 TRASH ENCL.  
 07-19-19

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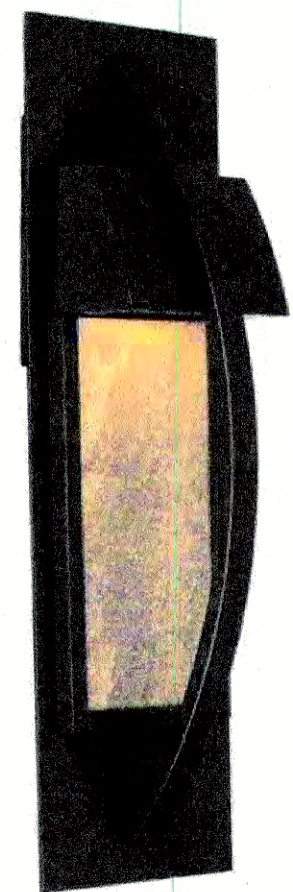
**PROJECT NO.**  
 2018-22  
**DRAWN BY**  
 BSJ  
**CHECKED BY**  
 J.C.  
**ISSUE DATE**  
 2/19/19

**SHEET TITLE**  
 BUILDING 4  
 FIRST LEVEL FLOOR PLAN

**LP 1.0**



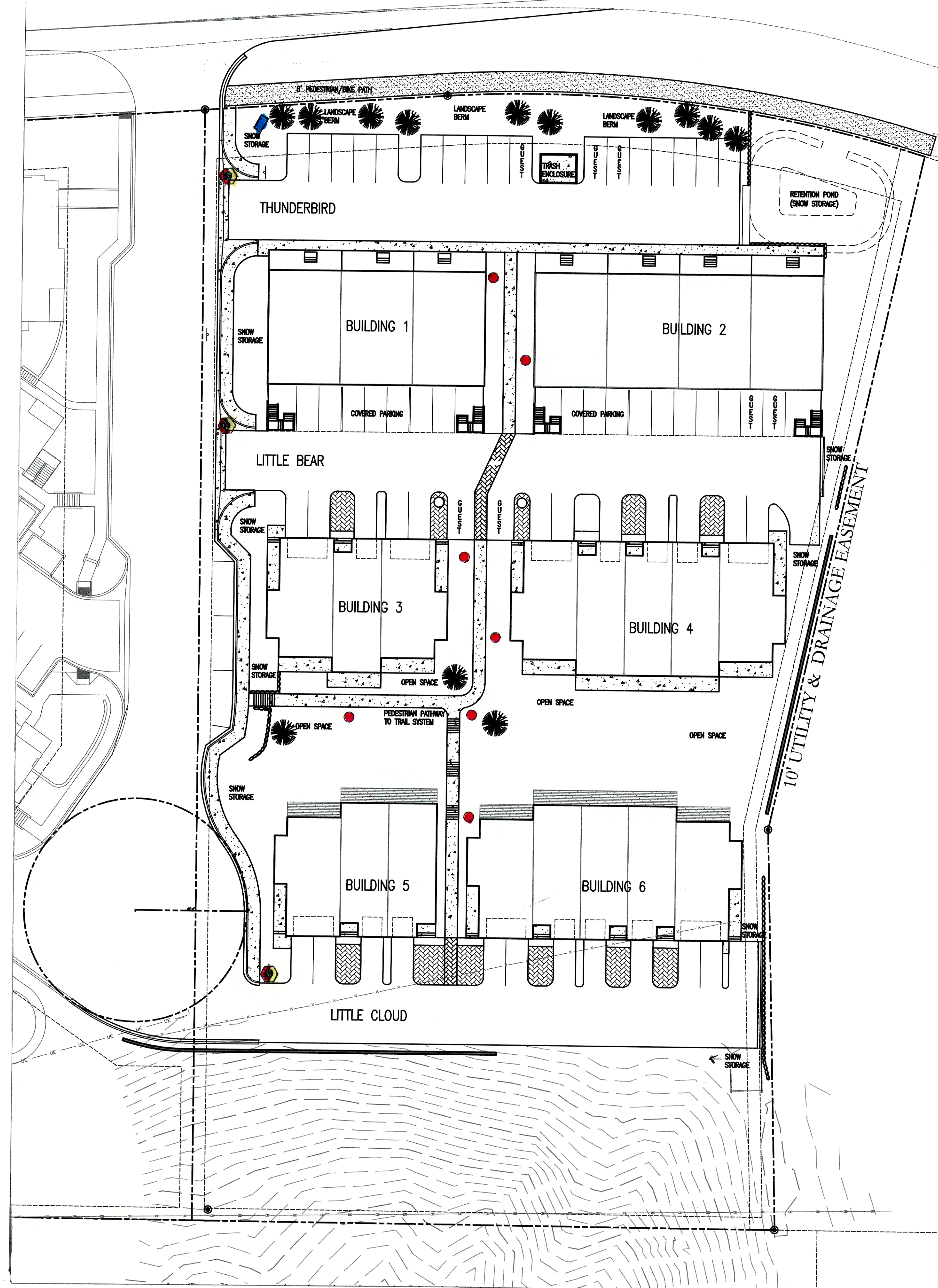
CASTLE VALLEY BLVD.



MONUMENT LIGHTING  
EMBEDDED IN STONE



LANDSCAPE LIGHTING - DARK SKY



Lighting/Signage Plan






1"=30'-0"

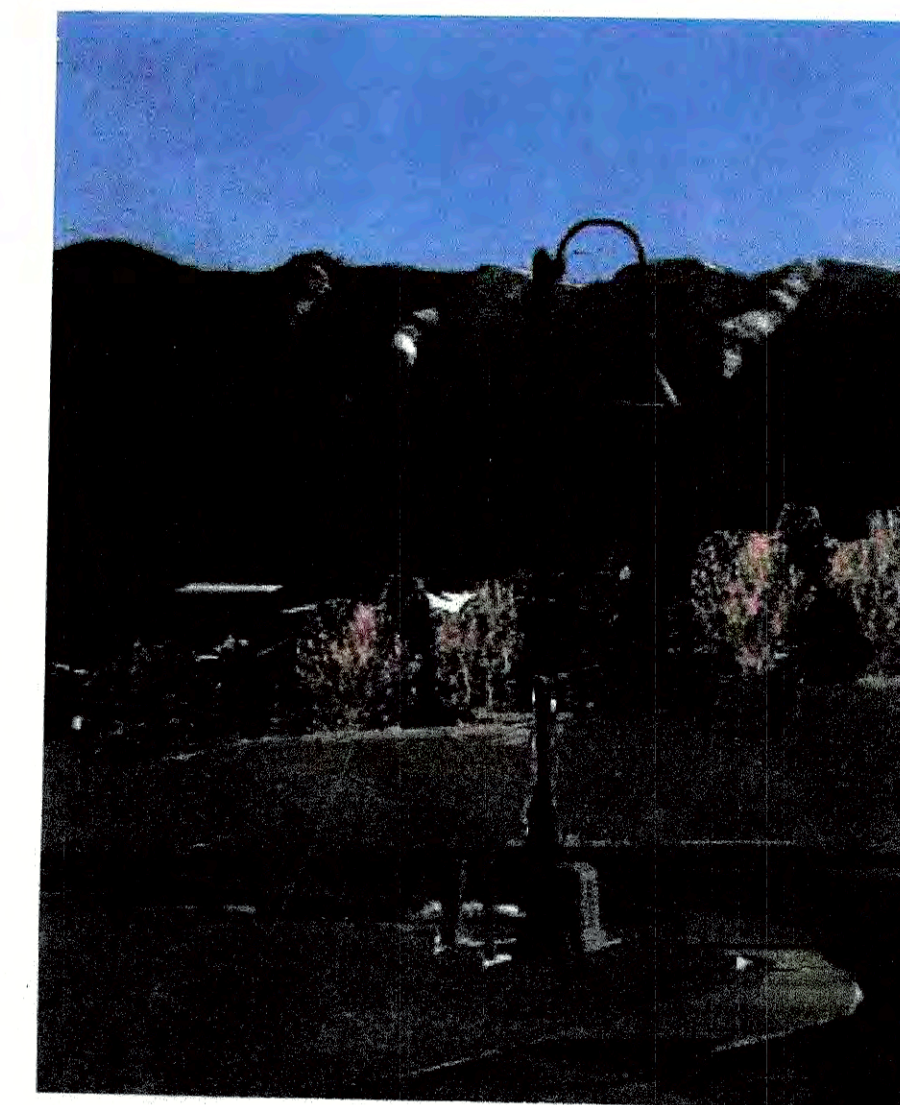


NORTH

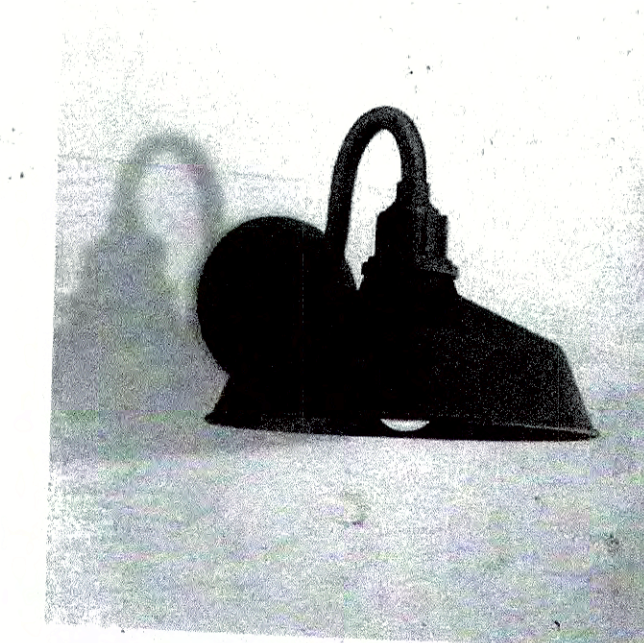
LIGHTING/ SIGNAGE PLAN KEY

SYMBOL DESCRIPTION

-  STOP SIGN
-  STREET LIGHT
-  STREET NAME MARKER
-  PATHWAY LANDSCAPE LIGHT
-  ENTRY MONUMENT W/LIGHTS

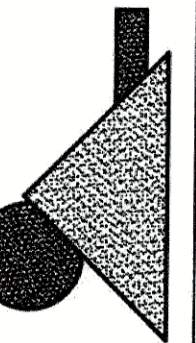


STREET LIGHT - DARK SKY



PORCH LIGHT - DARK SKY

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EAGLE'S RIDGE  
AT  
LAKOTA CANYON  
RANCH  
PHASE 7, LOT 2B  
NEW CASTLE, COLORADO

REVISIONS  
04-24-19  
07-19-19

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2018-22  
DRAWN BY  
BSJ  
CHECKED BY  
J.C.  
ISSUE DATE  
2/19/19

SHEET TITLE  
LIGHTING/SIGNAGE PLAN

LS1.0









EXHIBIT – 6  
KEYSTONE RETAINING WALL













### **PERSPECTIVE FROM LOWER CASTLE VALLEY BLVD. LOOKING NORTH**

**DISCLAIMER:** THIS COMBINATION OF PHOTOS IS NOT COMPLETELY ACCURATE , IT WAS TAKEN ON TWO DIFFERENT DAYS FROM APPROXIMATELY THE SAME LOCATION, ON THE ROAD NORTH OF THE KUM AND GO GAS STATION. THE MERGER OF THE PHOTOS HAS A MISSING AREA . ALTHOUGH THE SCALE IS APPROXIMATELY CORRECT WITH THE EAGLE'S RIDGE AND SENIOR HOUSING PROPERTY SIGNIFICANTLY TO THE NORTH . THE PURPOSE OF THE EXHIBIT IS TO GIVE A GENERAL IDEA OF THE VIEW AND STRUCTURE MAKE UP LOOKING NORTH FROM LOWER CASTLE VALLEY BLVD. WITH THE REMOVAL OF BLDGS. 7, 8 AND 9 ON THE EAGLE'S RIDGE PROPERTY, IT WILL BE THE ONLY PROPERTY WITHOUT VISABLE STRUCTUES AT THE RIDGE LINE. . THE RETAINING WALL UPON MATURITY OF THE LANDSCAPING AND WITH THE DEVELOPMENT OF THE WALTER'S PROPERTY IN THE FORGROUND WILL BE FURTHER, IF NOT COMPLETELY OBSCURED FROM VISION AT THIS PERSPECTIVE.



**Item Attachment Documents:**

- I. Consider Conflict Waiver Agreement Regarding Schmueser Gordon Meyer (8:45 p.m.)