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

Agenda

New Castle Planning & Zoning Commission Regular Meeting
Wednesday, June 14, 2017, 7:00 p.m., Town Hall

Call to Order, Roll Call, Meeting Notice

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

Citizen Comments on Items NOT on Agenda

Public Hearing

A. Zoning Text Amendment

Applicant: Town of New Castle

Description of Application: amend zoning code to add new Mixed-Use Commercial zone district

B. Resolution PZ-2017-04 Recommending Approval of an Amendment to Title 17 of the New Castle Municipal Code to Add A New Zone District Known As The Mixed-Use Commercial District.

C. Zoning of property

Applicant: Turtlepoop, LLC

Landowner: Tutrlepoop, LLC

Brief description of application: zoning of a parcel of real property to be annexed into the Town of New Castle, Colorado

Legal description: A parcel or tract of land situated in the East 1/4 of the SE 1/4 of Section 32, Township 5 South, Range 90 West of the 6th Principal Meridian, County of Garfield, State of Colorado, said parcel being a portion of that parcel of land described in Reception No. 887954 of the Garfield County records, and being more particularly described as follows:

Beginning at the Southwest Corner of said parcel described in Reception No. 887954, also being at the

Northerly right-of-way of Garfield County Road No. 240, from which the East One-Quarter Corner of said Section 32 bears N44°08'57"E a distance of 1646.86 feet;

thence N 05°22'05" W along the Westerly Line of said parcel described in Reception No. 887954, distance of 846.96 feet;

thence N90°00'00" E a distance of 162.87 feet;

thence S 08°00'00" E a distance of 722.72 feet to the Southerly Line of said parcel described in Reception No. 887954, also being the Northerly right-of-way of Garfield County Road No. 240;

thence S 55°18'00" W along said Southerly Line of said parcel described in Reception No. 887954, and also the Northerly right-of-way of Garfield County Road No. 240, a distance of 224.07 feet to the point of beginning, said parcel containing 3.237 acres (141,006 square feet), more or less.

Common address: TBD, New Castle

- E. Resolution PZ-2017-03 Making Recommendation Regarding Zoning of Certain Real Property Proposed for Annexation into the Town of New Castle, Colorado

Items for Consideration

Comments/Reports

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

Review Minutes of Previous Meetings

- I. May 24, 2017 Minutes

Adjournment

Glenwood Springs Office
901 Grand Avenue, Suite 201
Glenwood Springs, CO 81601
Telephone (970) 947-1936
Facsimile (970) 947-1937

GARFIELD & HECHT, P.C.
ATTORNEYS AT LAW
Since 1975

www.garfieldhecht.com

MEMORANDUM

TO: Town of New Castle Planning & Zoning Commission;
Tim Cain, Town Planner

FROM: Town Attorney

DATE: June 9, 2017

SUBJECT: Mixed-Use Commercial zone district

Based on staff's recent review of the Town's Comprehensive Plan and various zoning districts in connection with the Turtlepoop LLC annexation application, Town staff has identified the desirability of adding a new zone district to the Town. That district is the Mixed-Use Commercial (MU-C) zone district. Creating a new zone district requires amending the Town's zoning code and compliance with the Town's land use application procedures, including a noticed public hearing before the Planning & Zoning Commission ("Commission") and final approval by Town Council. Code Sec. 16.08.010 & .040.

Town staff has prepared the enclosed zoning text for the new zone district. The new district text draws on the mixed-use commercial focus area of the Comp Plan and existing zones such as the commercial general district. Staff has enumerated a variety of permitted and conditional uses that would be appropriate for the district. As the Commission will see, the primary focus of the district is commercial use. Indeed, residential-only buildings including single and multi-family dwellings are not listed as permitted or conditional uses within the district. Residential units are only allowed above retail and office space.

The Commission's role in reviewing and providing a recommendation regarding the new zone district is to evaluate whether the proposed uses and bulk, height, and density provisions are necessary and appropriate. The Comp Plan and future land use map are relevant to that analysis. The Commission should also consider whether any other uses should be included as permitted or conditional uses and whether certain uses should be expressly prohibited as is the case in other zone districts (*e.g.*, C-1, Industrial, and Commercial General). Staff has received comments from interested parties regarding the proposed uses, which is included herewith.

The Town Attorney will be present at the June 14, 2017 Commission meeting to discuss this matter and to answer any questions you may have.



Town of New Castle **Planning and Code**
450 W. Main Street **Administration Department**
PO Box 90 **Phone:** (970) 984-2311
New Castle, CO 81647 **Fax:** (970) 984-2716

Memo

To: Chairman Apostolic and Planning & Zoning Commission members
From: Tim Cain
Date: June 8, 2017
RE: New Mixed-Use Zone District

Chairman Apostolic & Planning & Zoning Commission members:

The purpose of this memo is to allow you to review a newly created Mixed-Use Zone District that is for the areas labeled same on our Comprehensive Plan Future Land Use Map.

Please be thoughtful and consider the impact of such uses and decide what you think is best to recommend to Town Council.

17.69 – Mixed-Use Commercial District

17.69.010 – Generally

The mixed-use commercial (MU-C) zone district shall be governed in conformity with the following regulations.

17.69.020 – Purpose

The Mixed-Use Commercial zone district provides for a diversity of commercial, service, and entertainment-related uses in mixed-use buildings allowing for residential units above commercial units. The Mixed-Use Commercial zone advances New Castle's Comprehensive Plan principles, policies, and goals geared toward a strong and sustainable local and visitor economy, a diversity of commercial opportunities, and the maintenance of New Castle as a recreation and cultural destination. The Mixed-Use Commercial zone creates economic vitality by providing a mix of commercial uses with greater flexibility in architecture and design, enhancing New Castle's community character. The Mixed-Use Commercial zone district creates a transition from the more intense activity of the Commercial Retail zone district (New Castle Plaza) to the surrounding mixed-use, residential, and lodging uses.

17.69.030 – Permitted uses

1. Business or professional office unless otherwise provided in this Chapter;
2. Retail sales, including:
 - a. Restaurants without bars and without drive-through facilities,
 - b. Outdoor dining facilities,
 - c. Furniture store,
 - d. Dry goods store,
 - e. General merchandise store,
 - f. Fabric store,
 - g. Apparel and accessories,
 - h. Appliance store,
 - i. Automotive parts and accessory sales,
 - j. Botanical plants and gardening materials,
 - k. Hardware store,
 - l. Building materials and supplies,
 - m. Newsstand,
 - n. Drug store,
 - o. Medical supply,
 - p. Small equipment sales and leasing (not to include sales and leasing of heavy equipment),
 - q. Electronic equipment,
 - r. Grocery store,
 - s. Sporting goods and non-motorized recreation sales,
 - t. Office equipment sales and leasing,

- u. Pets and pet supplies,
 - v. Wine and beer making supplies and equipment,
 - w. Video sales and rentals,
 - x. Bakery and doughnut shop,
 - y. Coffee shop
 - z. Temporary open-air market limited to one time per week for a maximum of 120 days per year.
3. Services, including:
- a. Banks and financial institutions without drive-through facilities,
 - b. ATM machines,
 - c. Travel agency,
 - d. Upholstery shop,
 - e. Appliance repair service,
 - f. Barbershop and beauty salon,
 - g. Photography studios,
 - h. Tailor shop,
 - i. Appliance, office equipment and small engine repair,
 - j. Newspaper office,
 - k. Mail or package delivery,
 - l. Instructional studios,
 - m. Printing,
 - n. Blueprinting and copying,
 - o. Real estate office,
 - p. Private studio for the creation and sale of arts and crafts;
 - q. Cabinet shop with or without fabrication,
 - r. Glass shop
4. Recreation and entertainment uses, including:
- a. Arcade,
 - b. Health clubs,
 - c. Parks and open spaces,
 - d. Playgrounds,
 - e. Movie Theater,
 - f. Performing arts studio
5. Residential units above commercial, service, or retail businesses and associated accessory uses, and home occupations
6. Civic and governmental functions including:
- a. Police station,
 - b. Fire station,
 - c. Dispatch center

d. Museum

17.69.040 – Conditional Uses

1. Hotel, motel, resort, or lodge
2. Laundromat
3. Dry cleaning for individual service
4. Bus station and other public-transit related facilities
5. Temporary gravel extraction
6. Medical or dental clinic
7. Communication towers
8. Any use not otherwise listed in this Chapter 17.69 and that is compatible with the purpose of the Mixed-Use Commercial zone district.

17.69.050 – Retail Establishments

All retail sales and displays must be conducted entirely within a building, except the display and sale of botanical materials and seating facilities for outdoor dining facilities. Building materials and gardening supplies may be stored outside of a building but must be totally screened from view when observed from any point on the adjacent public right-of-way or any point on the natural grade of the adjoining properties by opaque fencing or walls. Use of tennis court screening or slats inserted in a chain-link fence shall not be considered opaque fencing or walls.

17.69.060 – Lot Area

The following lot area requirements shall apply in this zone district:

- A. Minimum: two thousand five hundred (2,500) square feet
- B. Maximum: three and one-half (3.5) acres

17.69.070 – Floor Area

The following floor area requirements shall apply in this zone district:

- A. Residential:
 - i. Minimum: five hundred (500) square feet per dwelling unit
 - ii. Maximum: one thousand five hundred (1,500) square feet per dwelling unit
- B. Non-residential:
 - i. Minimum: one thousand (1,000) square feet per unit
 - ii. Maximum: twenty thousand (20,000) square feet per building

17.69.080 – Setback Requirements

The following setback requirements shall apply in this zone district:

Front	20 feet
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Rear	10 feet
Side	5 feet
Between structures and/or accessories	20 feet

17.69.090 – Building Stories and Height

Maximum building height shall be forty (40) feet, allowing no more than two stories, excluding basements.

17.69.100 – Density

The maximum density in this zone district shall be up to 20 units per acre, whether consisting of single or mixed-use buildings.

17.69.110 – Landscaping

At least 10% of the total lot area shall be landscaped. All land use and building permit applications regarding property within the Mixed Use Commercial district shall be accompanied by a landscaping plan for approval by the Town Council.

Mixed-Use Commercial

17.000000 – Purpose

The Mixed-Use Commercial zone district provides for a diversity of commercial uses in mixed-use buildings allowing for residential units above commercial units. The Mixed-Use Commercial zone advances New Castle's Comprehensive Plan principles, policies and goals geared toward a strong and sustainable local and visitor economy, a diversity of commercial opportunities and the maintenance of New Castle as a recreation and cultural destination. The Mixed-Use Commercial zone creates economic vitality by providing a mix of commercial uses with greater flexibility in architecture and design, enhancing New Castle's community character. The Mixed-Use Commercial zone district creates a transition from the more intense activity of the Commercial Retail zone district (New Castle Plaza) to the surrounding mixed-use, residential and lodge related uses.

17-00000 – Permitted uses

1. Office for conduct of a business or profession; *medical or dental clinic*
2. Retail sales, including:
 - a. Restaurants without bars and without drive-through facilities,
 - b. Outdoor dining facilities,
 - c. Furniture store,
 - d. Dry goods store,
 - e. General merchandise store,
 - f. Fabric store,
 - g. Apparel and accessories,
 - h. Appliance store,
 - i. Automotive parts and accessory sales,
 - j. Botanical plants and gardening materials,
 - k. Hardware store,
 - l. Building materials and supplies,
 - m. Newsstand,
 - n. Drug store,
 - o. Medical supply,

- p. Small equipment sales and leasing (not to include sales and leasing of heavy equipment),
- q. Electronic equipment,
- r. Grocery store,
- s. Sporting goods and non-motorized recreation sales,
- t. Office equipment sales and leasing,
- u. Pets and pet supplies,
- v. Wine and beer making supplies and equipment,
- w. Video sales and rentals,
- x. Bakery and doughnut shop,
- y. Coffee shop

All retail sales and display must be conducted entirely within a building, except display and sale of botanical materials and seating facilities for outdoor dining facilities. Building materials and gardening supplies may be stored outside of a building but must be totally screened from view when observed from any point on the adjacent public right-of-way or any point on the natural grade of the adjoining properties by opaque fencing or walls. Use of tennis court screening or slats inserted in a chain-link fence shall not be considered opaque fencing or walls.

3. Services, including:

- a. Banks and financial institutions *with* w/o drive-through facilities,
- b. ATM machines,
- c. Travel agency,
- d. Upholstery shop,
- e. Appliance repair service,
- f. Barbershop and beauty salon,
- g. Photography studios,
- h. Tailor shop, ?
- i. Appliance, office equipment and small engine repair,
- j. Newspaper office,
- k. Mail or package delivery,

l. Legal and accounting services and other similar professional or business services,

m. Instructional studios,

n. Printing,

o. Blueprinting and copying,

p. Real estate office,

q. Private studio for the creation and sale of arts and crafts;

r. Cabinet shop,

s. Glass shop

4. Recreation and entertainment uses, including:

a. Arcade,

b. Health clubs,

c. Parks and open spaces,

d. Playgrounds,

e. Movie Theater,

f. Performing arts studio

5. Residential units above commercial shops ~~or~~ retail businesses *or offices/clinics*

a. Accessory uses,

b. Home occupation

6. Civic and governmental functions including:

a. Police station,

b. Fire station,

c. Dispatch center

17.00000 – Conditional uses

1. Hotel, motel, resort, or lodge

2. Multi-dwelling units containing 4 or more dwelling units

3. Laundromat

4. Dry cleaning for individual service
5. Bus station and other public-transit related facilities
6. Temporary open-air market

not
conditional }

7. Temporary gravel extraction
8. Medical or dental clinic

(I have to remove gravel most likely, *

9. Any use not otherwise listed in this Chapter 17.00000 and that is compatible with the purpose of the Mixed-Use Commercial zone district.

* we can incorporate that use as a pre-approved "conditional use" for this parcel. ?

PUBLIC NOTICE

PLEASE TAKE NOTICE that applicant the Town of New Castle has applied to the Town of New Castle for a zoning text amendment pursuant to Chapter 17.92 of the Town of New Castle Municipal Code to add a new Chapter 17.69 to the Municipal Code to create a new zone district to be known as the Mixed-Use Commercial District.

Pursuant to Section 16.08.040 of the New Castle Municipal code and C.R.S. § 31-23-304, the New Castle Planning & Zoning Commission will hold a public hearing on Wednesday, **June 14, 2017, commencing at 7:00 p.m.**, at New Castle Town Hall, 450 West Main Street, New Castle, Colorado, to consider the application and proposed text amendment.

All persons affected by or interested in the proposed text amendment are invited to appear and state their views, protests or support. If you cannot appear personally at such hearing, then you are urged to state your views by letter, as the Planning and Zoning Commission will give consideration to the comments of surrounding property owners and others affected in deciding whether to recommend that Town Council grant or deny the request. The application may be reviewed at Town Hall, 450 West Main Street, New Castle, Colorado between the hours of 9:00 a.m. and 4:00 p.m., Monday through Friday. Comments on this application should be sent attention Tim Cain, 450 West Main Street, P.O. Box 90, New Castle, Colorado 81647 or to timc@newcastlecolorado.org.

Planning Department
Town of New Castle

TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. PZ 2017-4

A RESOLUTION OF THE NEW CASTLE PLANNING AND ZONING
COMMISSION RECOMMENDING APPROVAL OF AN AMENDMENT TO
TITLE 17 OF THE NEW CASTLE MUNICIPAL CODE TO ADD A NEW
ZONE DISTRICT KNOWN AS THE MIXED-USE COMMERCIAL DISTRICT.

WHEREAS, Title 17 (“Zoning Code”) of the Town of New Castle municipal code sets forth the provisions and regulations regarding zoning within the Town; and

WHEREAS, Chapter 17.92 authorizes the Town to amend, supplement, or repeal all or portions of the Zoning Code and establishes procedures for doing so; and

WHEREAS, Town staff has determined that, based on the Town’s Comprehensive Plan (“Comp Plan”) and anticipated annexations into the Town, it would be beneficial to add a new zone district to the Zoning Code; and

WHEREAS, Town staff submitted an application to add a new chapter to the Zoning Code—Chapter 17.69—that creates the Mixed-Use Commercial zone district and regulations applicable to the new district; and

WHEREAS, the full text of Chapter 17.69 is set forth in **Exhibit “A”** hereto; and

WHEREAS, pursuant to section 17.92.030(B) of the New Castle Municipal Code the Planning Commission held a public hearing on June 14, 2017, to consider the Town’s application to amend the Zoning Code; and

WHEREAS, based on the testimony presented by staff and the general public, the Planning Commission desires to recommend that the Town Council approve changes to the Zoning Code as set forth herein.

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

1. Recitals Incorporated by Reference. The foregoing recitals are incorporated by reference herein as findings and determinations of the New Castle Planning Commission.
2. Recommendation. The Planning and Zoning Commission hereby recommends that the Town Council approve the creation of the Mixed-Use Commercial District and the changes to the Zoning Code set forth in Exhibit A.

THIS RESOLUTION PZ 2017-4 was adopted by the New Castle Planning and Zoning Commission by a vote of ___ to ___ on the 14th day of June, 2017.

NEW CASTLE PLANNING AND
ZONING COMMISSION

By: _____
Chuck Apostolik, Chairman

ATTEST:

Mindy Andis, Deputy Town Clerk

EXHIBIT A

New Zoning Text

17.69 – Mixed-Use Commercial District

17.69.010 – Generally

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- a. Police station,
 - b. Fire station,
 - c. Dispatch center

d. Museum

17.69.040 – Conditional Uses

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17.69.070 – Floor Area

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- A. Residential:
 - i. Minimum: five hundred (500) square feet per dwelling unit
 - ii. Maximum: one thousand five hundred (1,500) square feet per dwelling unit
- B. Non-residential:
 - i. Minimum: one thousand (1,000) square feet per unit
 - ii. Maximum: twenty thousand (20,000) square feet per building

17.69.080 – Setback Requirements

The following setback requirements shall apply in this zone district:

Front	20 feet
Rear	10 feet
Side	5 feet
Between structures and/or accessories	20 feet

17.69.090 – Building Stories and Height

Maximum building height shall be forty (40) feet, allowing no more than two stories, excluding basements.

17.69.100 – Density

The maximum density in this zone district shall be up to 20 units per acre, whether consisting of single or mixed-use buildings.

17.69.110 – Landscaping

At least 10% of the total lot area shall be landscaped. All land use and building permit applications regarding property within the Mixed Use Commercial district shall be accompanied by a landscaping plan for approval by the Town Council.

RECEIVED

MAR 1 2011

TOWN OF
NEW CASTLE, CO
BUILDING DEPARTMENT

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: Turtlepoop LLC	
Address: 75 Buffalo Carbondale, CO 81623	Phone: 970-433-5838 FAX: E-mail: moglic@mac.com
Property Owner: Turtlepoop LLC, Mogli Cooper, sole member	
Address: same as above	Phone: FAX: E-mail:
Contact Person: Mogli Cooper	
Address: same as above	Phone: FAX: E-mail:
Property Location/Address: TBD Bruce Road, New Castle, CO 81647	
Legal Description: Lengthy, please see Exhibit "A" attached	Acres: 3.15 +/- acres
Existing Zone (Not sure? Click here for help): Community Service Business District	
Existing Land Use: vacant land	
TYPE(S) OF LAND USE(S) REQUESTED	
<input type="checkbox"/> Pre-Annexation Agreement <input checked="" type="checkbox"/> Annexation <input 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 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 checked="" type="checkbox"/> Zoning C-2 <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
This development would create <u>TBD</u> residences and <u>TBD</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 17th day of March, 2017.

Maggi Cooper
Print Name

Maggi Cooper
Signature

366-6000
Telephone

75 Buffalo, C'dale Co 81623
Mailing Address

Turtlepean LLC (sole member)
Relationship to Applicant or Potential Applicant

Type of application: Annexation

Property description: Kuersten Property 3.25 acres +/-

File No. 1608095-1

EXHIBIT "A"

A parcel or tract of land situated in the East $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 32, Township 5 South, Range 90 West of the 6th Principal Meridian, County of Garfield, State of Colorado, being more particularly described as follows:

Beginning at the East one-quarter corner of said Section 32 which bears North $7^{\circ}42'00''$ West a distance of 2488.46 feet from the SE corner of said Section 32; thence South $7^{\circ}42'00''$ East and along said East line a distance of 429.10 feet to a point of intersection with the apparent Northerly right of way line of an existing County Road as constructed and in use; thence South $68^{\circ}28'00''$ West and along said apparent Northerly right of way line a distance of 87.39 feet to a point of curve; thence along said apparent Northerly right of way line and a curve to the right having a radius of 873.77 feet; a central angle of $6^{\circ}20'00''$, an arc distance of 96.58 feet to a point of tangent; thence South $74^{\circ}48'00''$ West and along said apparent Northerly right of way line a distance of 68.00 feet to a point of curve; thence along said apparent Northerly right of way line and a curve to the left having a radius of 265.23 feet, a central angle of $24^{\circ}00'00''$, an arc distance of 111.10 feet to a point of tangent; thence South $50^{\circ}48'00''$ West along said apparent Northerly right of way line a distance of 160.00 feet to a point of curve; thence along said apparent Northerly right of way line and a curve to the right having a radius of 2515.17 feet, a central angle of $4^{\circ}30'00''$, an arc distance of 197.54 feet to a point of tangent; thence South $55^{\circ}18'00''$ West and along said apparent Northerly right of way line a distance of 712.94 feet to a point of intersection with the West line of the East $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 32; thence North $5^{\circ}22'05''$ West and along said West line E $\frac{1}{2}$ SE $\frac{1}{4}$ a distance of 1185.37 feet to the NW corner E $\frac{1}{2}$ SE $\frac{1}{4}$ said Section 32; thence North $89^{\circ}55'54''$ East and along the North line of the SE $\frac{1}{4}$ of said Section 32 a distance of 1257.98 feet to the Point of Beginning.

PETITION FOR ANNEXATION

The undersigned Petitioner, in accordance with "The Municipal Annexation Act of 1965," Article 12, Title 31, C.R.S., as amended, hereby petitions the Town Council of the Town of New Castle, Colorado ("Town"), for annexation to the Town of the unincorporated territory (the "Property") more particularly described in Exhibit A attached hereto and made a part hereof by reference. In support of this Petition, the Petitioner alleges that:

1. The purpose of this Petition is to enable Petitioner to obtain municipal services within the municipal boundaries of the Town and to comply with the terms of an Annexation Agreement.
2. Petitioner is the record owner of the Property as of the date of this Petition.
3. It is desirable and necessary that the Property be annexed to the Town.
4. The requirements of C.R.S. §31-12-104 and §31-12-105, as amended, exist or have been met as set forth and shown herein.
5. Not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous with the Town.
6. A community of interest exists between the Property proposed to be annexed and the Town.
7. The Property proposed to be annexed is urban or will be urbanized in the near future.
8. The Property proposed to be annexed is integrated with or is capable of being integrated with the Town.
9. No land in the Property sought to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been or shall be divided into separate parcels without the written consent of the landowner(s).
10. No land in the Property sought to be annexed which is held in identical ownership and comprising twenty (20) or more acres and having an assessed valuation for ad valorem tax purposes in excess of \$200,000.00 has been included in the area without the written consent of the landowner(s).
11. The entire width of any portion of a platted street or alley to be annexed within the Property is included.
11. The proposed annexation will not result in detachment of the Property from any school district or attachment to another district.

12. The Property to be annexed is not presently a part of any incorporated city, city and county, or town; nor have any proceedings been commenced for annexation of part or all of the Property to any other municipality; nor has any election for annexation of such Property or substantially the same Property to the Town been held within the twelve (12) months immediately preceding the filing of this Petition.

13. The annexation of the Property proposed to be annexed will not have the effect of extending the boundary of the Town more than three (3) miles in any direction from any point of the Town's municipal boundary in any one (1) year.

14. The signers of this Petition comprise more than fifty percent of the landowners and own more than fifty percent of the Property, exclusive of public streets and alleys and any land owned by the annexing municipality.

15. The affidavit of the circulator of this Petition, stating that each signature herein is the signature of the person whose name it purports to be, is attached to this Petition, and made a part of this Petition by this reference.

16. Attached hereto and incorporated herein by reference are four (4) copies of an annexation map in the form required by C.R.S. §31-12-107(1)(d) and containing:

- a) a written legal description of the boundaries of the area proposed to be annexed;
- b) a map showing the boundary of the area proposed to be annexed;
- c) within the annexation boundary map, a showing of the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or lots and blocks; and
- d) next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the annexing municipality and the contiguous boundary of any other municipality abutting the area proposed to be annexed.

17. Each person signing this Petition for Annexation represents that they have full authorization to execute this Petition on behalf of the Petitioners.

18. The mailing addresses of the Petitioner is as follows:

Turtlepoop LLC
281 Centennial Street
Glenwood Springs, CO 81601

WHEREFORE, Petitioner requests that the Town of New Castle approve the annexation of the area described herein.

PETITIONER
Turtlepoop LLC

Dated: 3/17/17

Mogli Cooper
Mogli Cooper, Member/Manager

STATE OF COLORADO)
) ss.
COUNTY OF _____)

The foregoing Petition for Annexation was subscribed and sworn to before me this 17 day of March, 2017, by Mogli Cooper.

Witness my hand and official seal.

My commission expires April 28, 2020

DARLENE F. HARRISON
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID #20164015981
My Commission Expires April 28, 2020

Darlene F. Harrison
Notary Public

- Exhibit A -

ANNEXATION PARCEL DESCRIPTION

A parcel or tract of land situated in the East 1/4 of the SE1/4 of Section 32, Township 5 South, Range 90 West of the 6th Principal Meridian, County of Garfield, State of Colorado, said parcel being a portion of that parcel of land described in Reception No. 887954 of the Garfield County records, and being more particularly described as follows:

Beginning at the Southwest Corner of said parcel described in Reception No. 887954, also being at the Northerly right-of-way of Garfield County Road No. 240, from which the East One-Quarter Corner of said Section 32 bears N44°08'57"E a distance of 1646.86 feet;

thence N 05°22'05" W along the Westerly Line of said parcel described in Reception No. 887954, distance of 846.96 feet;

thence N 90°00'00" E a distance of 162.87 feet;

thence S 08°00'00" E a distance of 722.72 feet to the Southerly Line of said parcel described in Reception No. 887954, also being the Northerly right-of-way of Garfield County Road No. 240;

thence S 55°18'00" W along said Southerly Line of said parcel described in Reception No. 887954, and also the Northerly right-of-way of Garfield County Road No. 240, a distance of 224.07 feet to the point of beginning, said parcel containing 3.237 acres (141006 square feet), more or less.

Lien Holder on Turtlepoop LLC Property

**Kathleen L. Kuersten and Robert E. Kuersten
P.O.Box 670295
Chugiak, AK 99567-0295**

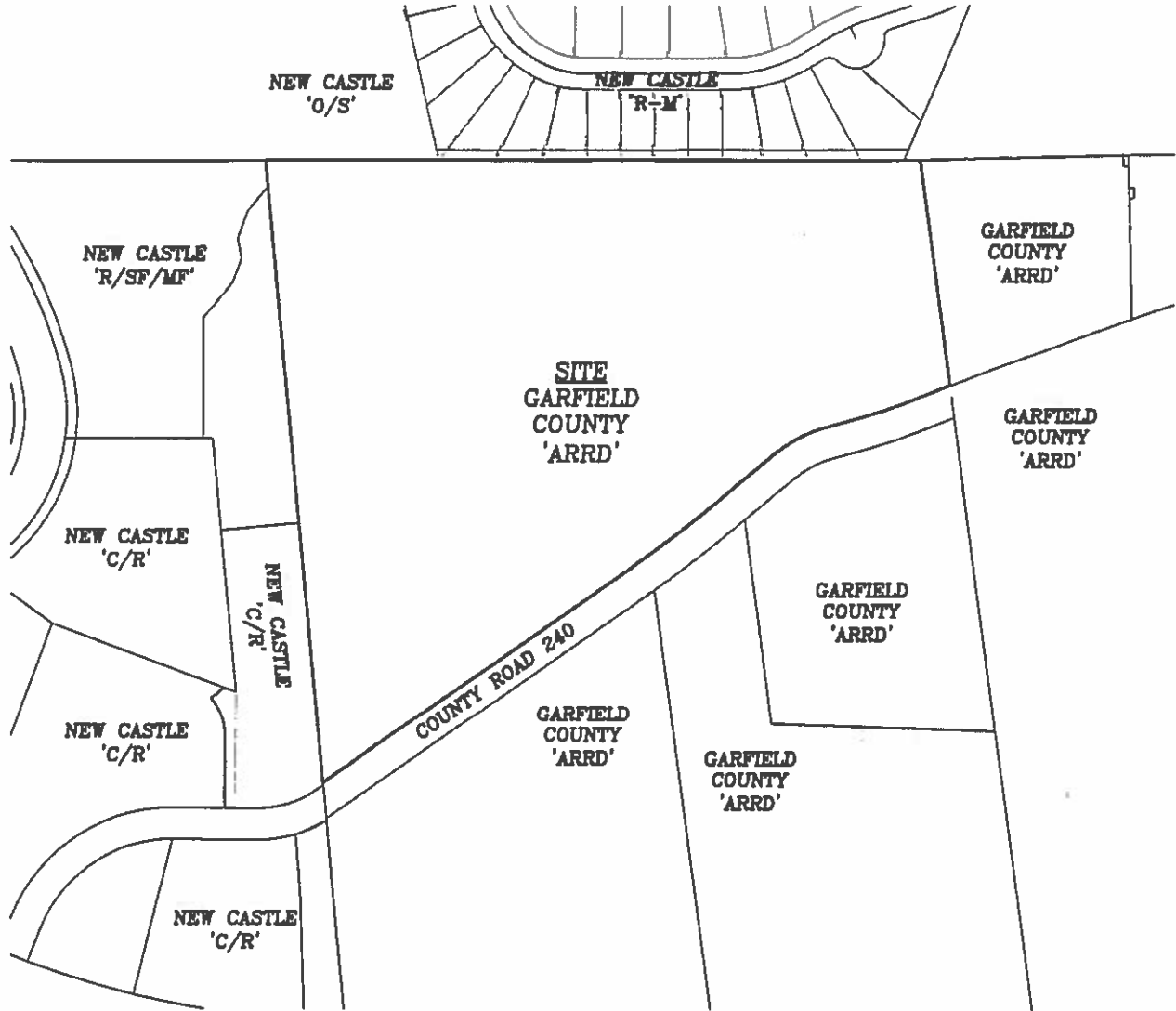
Mineral Owners on Turtlepoop LLC Property

**Turtlepoop LLC
United States Patent recorded February 18, 1909 as Reception No. 36586**

EXISTING LAND USE MAP OF:
KUERSTEN PROPERTY

LOCATED IN A PORTION OF SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST,
COUNTY OF GARFIELD, STATE OF COLORADO.

SHEET 1 OF 1



SUMMARY OF ZONE DISTRICTS

GARFIELD COUNTY-

'ARRD' - Agriculture Residential Rural Density

NEW CASTLE-

'R-M' - Residential Single Family, Medium Density

'O/S' - Open Space

'R/SF/MF' - Residential Single Family / Multi Family

'C/R' - Commercial Retail

SCALE: 1" = 300'

SOPRIS ENGINEERING - LLC

CIVIL CONSULTANTS
502 MAIN STREET, SUITE A3
CARBONDALE, COLORADO 81623
(970) 704-0311

27171.02 04/02/08 27171-Grading.dwg

**Commonwealth Title Company
of Garfield County, Inc.**

127 E. 5th Street
Rifle, CO 81650
(970) 625-3300 Phone
(970) 625-3305 Fax

Date: February 6, 2017

To: Turtlepoop LLC
75 Buffalo Lane
Carbondale, CO 81623

**Thank you for your order.
Enclosed please find the following
in connection with our File No. 1608095-1:**

- Commitment
 - Title Policy
 - Endorsement
 - Tax Certificate
 - Other
-
-



Policy No.: 42947-1-1608095-2017.8130606-210693427

OWNER'S POLICY OF TITLE INSURANCE

Issued by

COMMONWEALTH LAND TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, COMMONWEALTH LAND TITLE INSURANCE COMPANY, a Nebraska company, (the "Company") insures as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed



or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

IN WITNESS WHEREOF, COMMONWEALTH LAND TITLE INSURANCE COMPANY has caused this policy to be signed and sealed by its duly authorized officers.

Countersigned:

Patrick P. Burwell

By: _____
Authorized Officer or Agent
Patrick P. Burwell
Commonwealth Title Company of Garfield
County, Inc
127 E 5th St
Rifle, CO 81650-2325
Tel: 970-625-3300
Fax: 970-625-3305



COMMONWEALTH LAND TITLE INSURANCE COMPANY

By:

Raymond M. Quirk

President

Attest:

[Signature]

Secretary

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;

- (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
- (c) resulting in no loss or damage to the Insured Claimant;
- (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
- (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

(a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this

policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.

(b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.

Form Code: 8130606

Form Description: ALTA Owners Policy 06/17/06 for CO_306

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(c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.

(d) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;

(B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;

(C) successors to an Insured by its conversion to another kind of Entity;

(D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the named Insured,

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or

(4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

(e) "Insured Claimant": An Insured claiming loss or damage.

(f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(g) "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 insured by this policy.

(h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(j) "Title": The estate or interest described in Schedule A.

(k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a

purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the



Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or



lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.

(d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefore in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at COMMONWEALTH LAND TITLE INSURANCE COMPANY, Attn: Claims Department, P.O. Box 45023, Jacksonville, FL 32232-5023.

NOTICE CONCERNING FRAUDULENT INSURANCE ACTS

(This Notice is Permanently Affixed Hereto)

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.

C. R. S. A. § 10-1-128 (6)(a).



POLICY OF TITLE INSURANCE

SCHEDULE A

Amount of Insurance: **\$850,000.00**

Policy No. **8130606-210693427**

Premium **\$2018.00**

File No. **1608095-1**

Date of Policy: **January 20, 2017 at 5:00 PM**

1. Name of Insured

Turtlepoop LLC

2. The Estate or interest in the land described herein and which is covered by this policy is Fee Simple and is at the date of Policy vested in:

Turtlepoop LLC

3. The land referred to in this policy is described in the said instrument, is situated in the County of Garfield, State of CO, and is identified as follows:

See Attached Exhibit "A"

Patrick P. Burwell

Countersigned:

Authorized Officer or Agent

EXHIBIT "A"

A parcel or tract of land situated in the East $\frac{1}{2}$ of the SE $\frac{1}{4}$ of Section 32, Township 5 South, Range 90 West of the 6th Principal Meridian, County of Garfield, State of Colorado, being more particularly described as follows:

Beginning at the East one-quarter corner of said Section 32 which bears North 7°42'00" West a distance of 2488.46 feet from the SE corner of said Section 32; thence South 7°42'00" East and along said East line a distance of 429.10 feet to a point of intersection with the apparent Northerly right of way line of an existing County Road as constructed and in use; thence South 68°28'00" West and along said apparent Northerly right of way line a distance of 87.39 feet to a point of curve; thence along said apparent Northerly right of way line and a curve to the right having a radius of 873.77 feet; a central angle of 6°20'00", an arc distance of 96.58 feet to a point of tangent; thence South 74°48'00" West and along said apparent Northerly right of way line a distance of 68.00 feet to a point of curve; thence along said apparent Northerly right of way line and a curve to the left having a radius of 265.23 feet, a central angle of 24°00'00", an arc distance of 111.10 feet to a point of tangent; thence South 50°48'00" West along said apparent Northerly right of way line a distance of 160.00 feet to a point of curve; thence along said apparent Northerly right of way line and a curve to the right having a radius of 2515.17 feet, a central angle of 4°30'00", an arc distance of 197.54 feet to a point of tangent; thence South 55°18'00" West and along said apparent Northerly right of way line a distance of 712.94 feet to a point of intersection with the West line of the East $\frac{1}{2}$ of the SE $\frac{1}{4}$ of said Section 32; thence North 5°22'05" West and along said West line E $\frac{1}{2}$ SE $\frac{1}{4}$ a distance of 1185.37 feet to the NW corner E $\frac{1}{2}$ SE $\frac{1}{4}$ said Section 32; thence North 89°55'54" East and along the North line of the SE $\frac{1}{4}$ of said Section 32 a distance of 1257.98 feet to the Point of Beginning.

SCHEDULE B

This Policy does not insure against loss or damage by reason of the following:

1. Rights or claims of parties in possession not shown by the Public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts, which a correct survey and inspection of the premises would disclose, and which are 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. Unpatented mining claims, reservations or exceptions in patents or in acts authorizing the issuance thereof.
6. Taxes and assessments for the year 2017, not yet due or payable.
7. Any and all water rights, claims, or title to water, whether or not the matters excepted are shown by the public record.
8. 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 as constructed by the authority of the United States, as reserved in United States Patent recorded February 18, 1909 as Reception No. 36586.
9. Right of way for County Road No. 240.
10. Right of way for ditches and canals in place and in use.
11. Terms and conditions of Irrigation Easement Relocation Agreement recorded June 27, 2005 in Book 1700 at Page 367.
12. Possessory rights outside of fence, encroachment of fence onto adjoining property, apparent easement for overhead utilities and all matters shown on ALTA/ACAM Land Title Survey Plat prepared by Bookcliff Survey Services, Inc. dated March 6, 2008, Project No. 04009-03.
13. Deed of Trust from Turtlepoop LLC to the Public Trustee of Garfield County for the use of Kathleen L. Kuersten and Robert E. Kuersten, showing an original amount of \$600,000.00, dated January 20, 2017 and recorded January 20, 2017 as Reception No.887955.

Exceptions Number 1,2,3 and 4 are hereby omitted.

Chapter 17.64 - COMMERCIAL GENERAL DISTRICT

Sections:

17.64.010 - Generally.

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

(Prior code § 13-04-130 (part))

17.64.020 - Description.

The purpose of the commercial general district is to provide an area for general commercial development within the town.

(Prior code § 13-04-130(A))

17.64.030 - Permitted uses.

Permitted uses shall be as follows:

- A. Office for conduct of a business or profession;
- B. Retail sales establishments that sell the following: food, beverages, dry goods, furniture, appliances, hardware, clothing, books, petroleum products and supplies;
- C. Hotel, motel, or lodge;
- D. Eating establishments with or without a bar;
- E. Cabinet shop;
- F. Glass shop;
- G. Wholesale and retail establishments that sell the following: building construction products, materials and supplies; or electrical and mechanical supplies and equipment;
- H. Warehousing;
- I. Self-storage facility;
- J. Outdoor commercial recreational use;
- K. Recreation vehicle park;
- L. Bottling plant;

- M. Public park/open space;
- N. Fire station;
- O. Police station;
- P. Ambulance service.

(Prior code § 13-04-130(B))

17.64.040 - Nonpermitted uses.

The following uses are not permitted:

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

(Prior code § 13-04-130(C))

17.64.050 - Conditional uses.

Any use not specifically defined in the permitted or nonpermitted use categories shall be a conditional use.

(Prior code § 13-04-130(D))

17.64.060 - Zone requirements.

- A. All service, fabrication, and repair operations and storage of materials shall be enclosed by a fence at least six feet in height. Fences and gates shall be constructed of galvanized chain link.
- B. All service, fabrication and repair operations are to be conducted within a building.
- C. All loading and unloading of materials shall be conducted on private property.
- D. All practical means shall be used to confine odor, noise, glare and vibration to the site, and to avoid excessive emission of fumes, gases, radiation, liquid waste, and smoke.
- E. All properties are required to be screened with trees and shrubs on at least twenty-five (25) percent of their private property lines in compliance with Chapter 12.20.
- F. All screening with trees and shrubs will be subject to approval of the New Castle parks and recreation committee prior to the issuance of a building permit.

(Prior code § 13-04-130(E))

17.64.070 - Minimum lot area.

Minimum lot area shall be twenty thousand (20,000) square feet.

(Prior code § 13-04-130(F))

17.64.080 - Minimum setbacks.

Minimum setbacks shall be as follows:

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

(Prior code § 13-04-130(G))

17.64.090 - Maximum building height.

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

(Prior code § 13-04-130(H))

Chapter 17.68 - COMMERCIAL TRANSITIONAL DISTRICT

Exhibit A

A parcel or tract of land situated in the East 1/4 of the SE 1/4 of Section 32, Township 5 South, Range 90 West of the 6th Principal Meridian, County of Garfield, State of Colorado, said parcel being a portion of that parcel of land described in Reception No. 887954 of the Garfield County records, and being more particularly described as follows:

Beginning at the Southwest Corner of said parcel described in Reception No. 887954, also being at the

Northerly right-of-way of Garfield County Road No. 240, from which the East One-Quarter Corner of said Section 32 bears N44°08'57"E a distance of 1646.86 feet;

thence N 05°22'05" W along the Westerly Line of said parcel described in Reception No. 887954, distance of 846.96 feet;

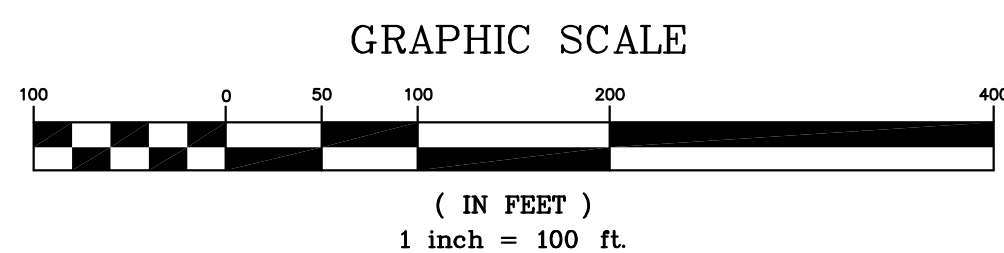
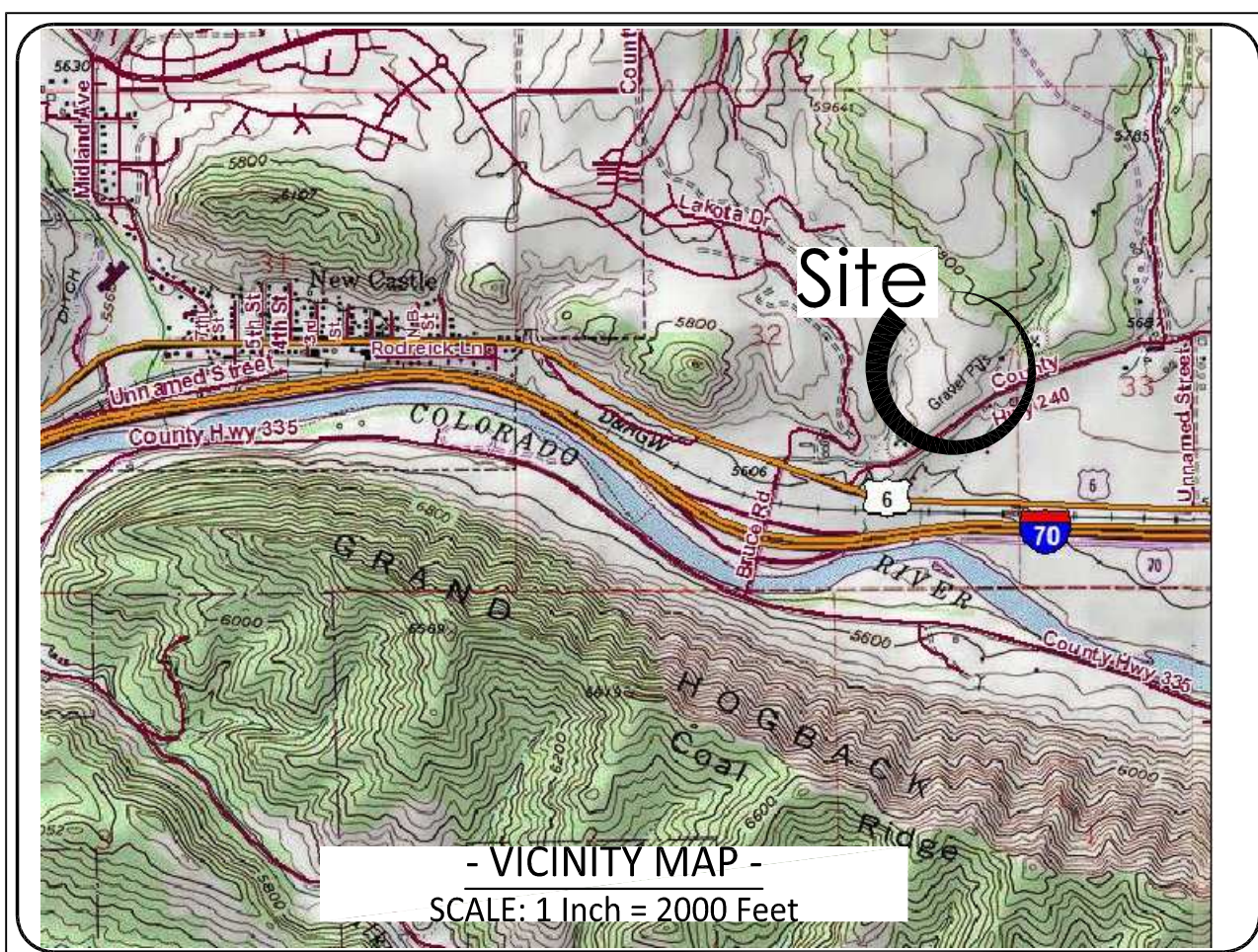
thence N 90°00'00" E a distance of 162.87 feet;

thence S 08°00'00" E a distance of 722.72 feet to the Southerly Line of said parcel described in Reception No. 887954, also being the Northerly right-of-way of Garfield County Road No. 240;

thence S 55°18'00" W along said Southerly Line of said parcel described in Reception No. 887954, and also the Northerly right-of-way of Garfield County Road No. 240, a distance of 224.07 feet to the point of beginning, said parcel containing 3.237 acres (141,006 square feet), more or less.

Kuersten Annexation Map

of 3.237 acres to be Annexed to the Town of New Castle, Colorado
Section 32, T.5 S., R.90 W., of the 6th P.M.
Garfield County, Colorado



NOTES:

- This map has been prepared pursuant to client request for an Annexation Map.
- Units of linear measurements are displayed in US Survey Feet.
- This map does not represent a complete boundary of the parcels depicted hereon, and some information has been prepared solely upon documents of record.
- SGM will not be responsible for any changes made to this document after it leaves our possession. Any copy, facsimile, etc., of this document must be compared to the original signed, sealed and dated document to insure the accuracy of the information shown on any such copy, and to insure that no such changes have been made.
- Property description shown hereon is based on Reception No. 887954 of the Garfield County records.

ANNEXATION PARCEL DESCRIPTION

A parcel or tract of land situated in the East 1/4 of the SE1/4 of Section 32, Township 5 South, Range 90 West of the 6th Principal Meridian, County of Garfield, State of Colorado, said parcel being a portion of that parcel of land described in Reception No. 887954 of the Garfield County records, and being more particularly described as follows:

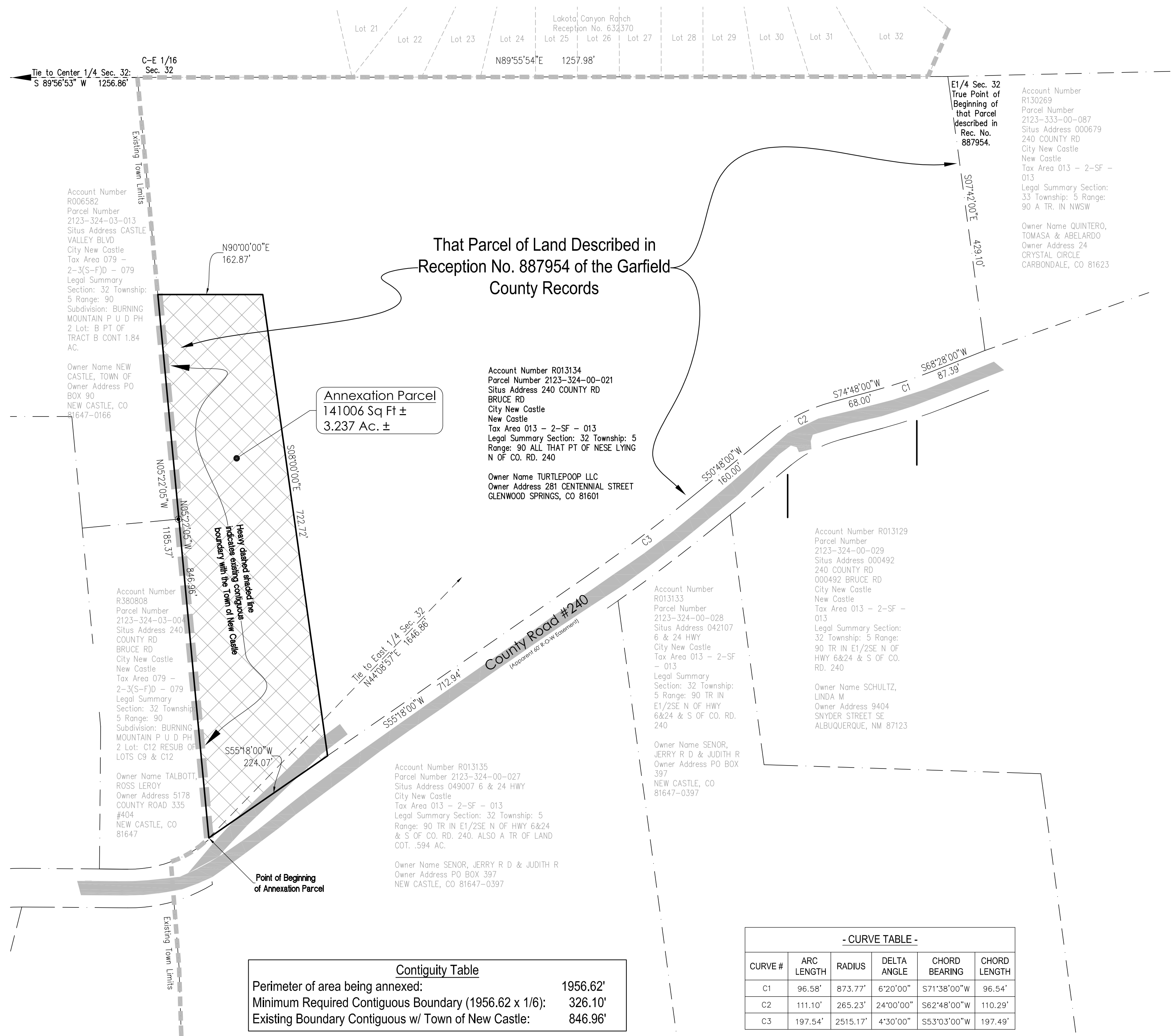
Beginning at the Southwest Corner of said parcel described in Reception No. 887954, also being at the Northerly right-of-way of Garfield County Road No. 240, from which the East One-Quarter Corner of said Section 32 bears N44°08'57"E a distance of 1646.86 feet;

thence N 05°22'05" W along the Westerly Line of said parcel described in Reception No. 887954, distance of 846.96 feet;

thence N 90°00'00" E a distance of 162.87 feet;

thence S 08°00'00" E a distance of 722.72 feet to the Southerly Line of said parcel described in Reception No. 887954, also being the Northerly right-of-way of Garfield County Road No. 240;

thence S 55°18'00" W along said Southerly Line of said parcel described in Reception No. 887954, and also the Northerly right-of-way of Garfield County Road No. 240, a distance of 224.07 feet to the point of beginning, said parcel containing 3.237 acres (141006 square feet), more or less.



Contiguity Table	
Perimeter of area being annexed:	1956.62'
Minimum Required Contiguous Boundary (1956.62 x 1/6):	326.10'
Existing Boundary Contiguous w/ Town of New Castle:	846.96'

- CURVE TABLE -					
CURVE #	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	96.58'	873.77'	6°20'00"	S71°38'00"W	96.54'
C2	111.10'	265.23'	24°00'00"	S62°48'00"W	110.29'
C3	197.54'	2515.17'	4°30'00"	S53°03'00"W	197.49'

Town Council Certificate:

This plat is hereby approved by the Town Council of the Town of New Castle, Colorado this _____ day of _____, 2017 for filing with the Clerk and Recorder of Garfield County, subject to the provisions that this approval does not obligate the Town of New Castle to finance or construct any improvements of the land, streets or easements which may be dedicated to the public, except as specifically agreed to by the Town Council. This plat is approved for filing pursuant to the terms and conditions of Ordinance No. _____ Series of 2017, as the annexation of unincorporated municipally-owned land pursuant to CRS 51-12-106(3).

Witness my hand and the seal of the Town of New Castle this _____ day of _____, 2017.

Mayor _____
Attest: _____
Town Clerk

Title Certificate:

_____ does hereby certify that I have examined the title to all lands shown on this plat and that title such lands is vested in _____ free and clear of all liens, taxes, and encumbrances, except as follows:

Executed this _____ day of _____, 2017.

Clerk and Recorder's Certificate:

This Plat was filed for record in the Office of the Clerk and Recorder of Garfield County, Colorado, at _____ o'clock _____ on this _____ day of _____, 2017, and is duly recorded as Reception No. _____

Clerk and Recorder _____
By: _____ Deputy

Board of County Commissioners Certificate:

The Garfield County Board of Commissioners hereby consents to annexation by the Town of New Castle as depicted hereon.

Garfield County Board of County Commissioners
By: _____ Chairperson

County Surveyor's Certificate:

Approved for content and form only and not the accuracy of surveys, calculations or drafting, pursuant to C.R.S. § 38-51-101 and 102, et seq.

DATED this _____ day of _____ A.D., 2017.

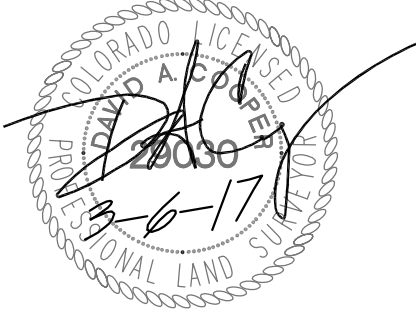
Garfield County Surveyor _____

Surveyor's Certificate:

I, David A. Cooper, a registered Professional Land Surveyor, licensed under the laws of the State of Colorado, do hereby certify that this annexation map was made under my direct supervision and that the information hereon is correct to the best of my knowledge and belief, and that no less than one-sixth (1/6) of the perimeter of the area as shown hereon is contiguous with the existing boundaries of the Town of New Castle, Colorado.

EXECUTED THIS _____ DAY OF _____ 2017.

David A. Cooper
Colo. Reg. P.L.S. # 29030
For, and on behalf of SGM



DRAFT COPY ONLY

A:\2017\2017-157-KuerstenAnnexation\001-SumPlot\1-SumPlot\1-SumPlot\1-SumPlot\KuerstenAnnexationMap.dwg

Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

SGM
118 West Sixth Street, Suite 200
Glenwood Springs, CO 81601
970.945.1004 www.sgm-inc.com

Kuersten Annexation
New Castle, CO

#	Revision	Date	By
1			
2			
3			
4			
5			

Annexation Map

Job No.	2017-157.001	
Drawn by:	dac	1
Date:	3/6/17	
Approved:		1
File:	KuerstenAnnexationMap	

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN THAT at 7:00 p.m. on June 14, 2017, at New Castle Town Hall, 450 West Main Street, New Castle, Colorado 81647, the New Castle Planning and Zoning Commission will hold a public hearing regarding the zoning of a parcel of real property to be annexed into the Town of New Castle, Colorado. The property that is the subject of the public hearing and related annexation and zoning application is commonly known as TBD Bruce Road, New Castle, Colorado, and legally described as follows, to wit:

A parcel or tract of land situated in the East 1/4 of the SE 1/4 of Section 32, Township 5 South, Range 90 West of the 6th Principal Meridian, County of Garfield, State of Colorado, said parcel being a portion of that parcel of land described in Reception No. 887954 of the Garfield County records, and being more particularly described as follows:

Beginning at the Southwest Corner of said parcel described in Reception No. 887954, also being at the

Northerly right-of-way of Garfield County Road No. 240, from which the East One-Quarter Corner of said Section 32 bears N44°08'57"E a distance of 1646.86 feet;

thence N 05°22'05" W along the Westerly Line of said parcel described in Reception No. 887954, distance of 846.96 feet;

thence N 90°00'00" E a distance of 162.87 feet;

thence S 08°00'00" E a distance of 722.72 feet to the Southerly Line of said parcel described in Reception No. 887954, also being the Northerly right-of-way of Garfield County Road No. 240;

thence S 55°18'00" W along said Southerly Line of said parcel described in Reception No. 887954, and also the Northerly right-of-way of Garfield County Road No. 240, a distance of 224.07 feet to the point of beginning, said parcel containing 3.237 acres (141,006 square feet), more or less.

Turtlepoop, LLC is the property owner and applicant. The complete annexation and zoning application is available for inspection between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, at the New Castle Town Clerk's office located at 450 West Main Street, New Castle, Colorado 81647.

TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC 2017-8

A RESOLUTION OF THE TOWN COUNCIL OF TOWN OF NEW CASTLE,
COLORADO, MAKING FINDINGS OF FACT AND CONCLUSIONS CONCERNING THE
PETITION FOR ANNEXATION OF PROPERTY KNOWN AS THE
KUERSTEN PROPERTY

WHEREAS, on March 17, 2017, Turtlepoop LLC (“Petitioner”) filed with the Town Clerk of the Town of New Castle, Colorado (“Town”), an annexation petition (“Petition”) and request that the Town Council commence proceedings to annex to the Town pursuant to C.R.S. § 31-21-104, a certain unincorporated parcel of land located in the County of Garfield, State of Colorado, at TBD Bruce Road, New Castle, Colorado, and described in **Exhibit “A”** attached hereto and incorporated herein by reference (“Property”); and

WHEREAS, in order to initiate the annexation process, the Town must determine whether the Petition is substantially in compliance with the requirements set forth in C.R.S. § 31-12-107(1); and

WHEREAS, if the Petition is found to comply with C.R.S. § 31-12-107(1), the Town must also set a public hearing to determine whether the annexation complies with section 30 of article II of the State constitution and C.R.S. §§ 31-12-104 and -105; and

WHEREAS, Council has reviewed the Petition and makes the findings set forth in this Resolution.

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

1. Recitals. The foregoing recitals are incorporated by reference as findings and determinations of the Board.
2. Petition Contents. After reviewing the Petition, the Town Council finds that the Petition contains:
 - a. Allegations that the requirements of section C.R.S. §§ 31-12-104 and 105 exist or have been met;
 - b. An allegation that the landowners that the signed the Petition comprise more than fifty percent of the landowners in the area and own more than fifty percent of the area proposed to be annexed;
 - c. A request that the Town approve the annexation of the area proposed to be annexed;

- d. The signatures, signature dates, mailing addresses, and property legal descriptions of the requisite number of landowners;
- e. An affidavit of each circulator of the petition stating that each signature therein is the signature of the person whose name it purports to be; and
- f. The requisite number of copies of the annexation map containing the information required under C.R.S. § 31-12-107(1)(d).


3. Finding of Substantial Compliance. Based on the findings set forth in Paragraph 2, the Town Council hereby determines that the Petition substantially complies with the requirements set forth in C.R.S. § 31-12-107(1).

4. Hearing Set. The Town Council will hold a public hearing on May 16, 2017, to determine whether the proposed annexation of the Property complies with section 30 of article II of the state constitution and C.R.S. §§ 31-12-104 and 105.


5. Direction to Town Clerk. The Town Council hereby directs the Town Clerk to publish notice as required by C.R.S. § 31-12-108(2) of the hearing established in Section 4 of this Resolution.

THIS RESOLUTION NO. TC 2017-8 was adopted by the Town of New Castle Town Council by a vote of 7 to 0 on the 4th day of April, 2017.

TOWN OF NEW CASTLE, COLORADO
TOWN COUNCIL

By: 
Art Riddile, Mayor

ATTEST:


Melody Harrison, Town Clerk

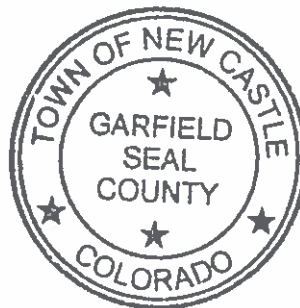


Exhibit A

The Property that is the subject of the Petition and this Resolution No. TC 2017-8 is fully described as:

A parcel or tract of land situated in the East 1/4 of the SE 1/4 of Section 32, Township 5 South, Range 90 West of the 6th Principal Meridian, County of Garfield, State of Colorado, said parcel being a portion of that parcel of land described in Reception No. 887954 of the Garfield County records, and being more particularly described as follows:

Beginning at the Southwest Corner of said parcel described in Reception No. 887954, also being at the

Northerly right-of-way of Garfield County Road No. 240, from which the East One-Quarter Corner of said Section 32 bears N44°08'57"E a distance of 1646.86 feet;

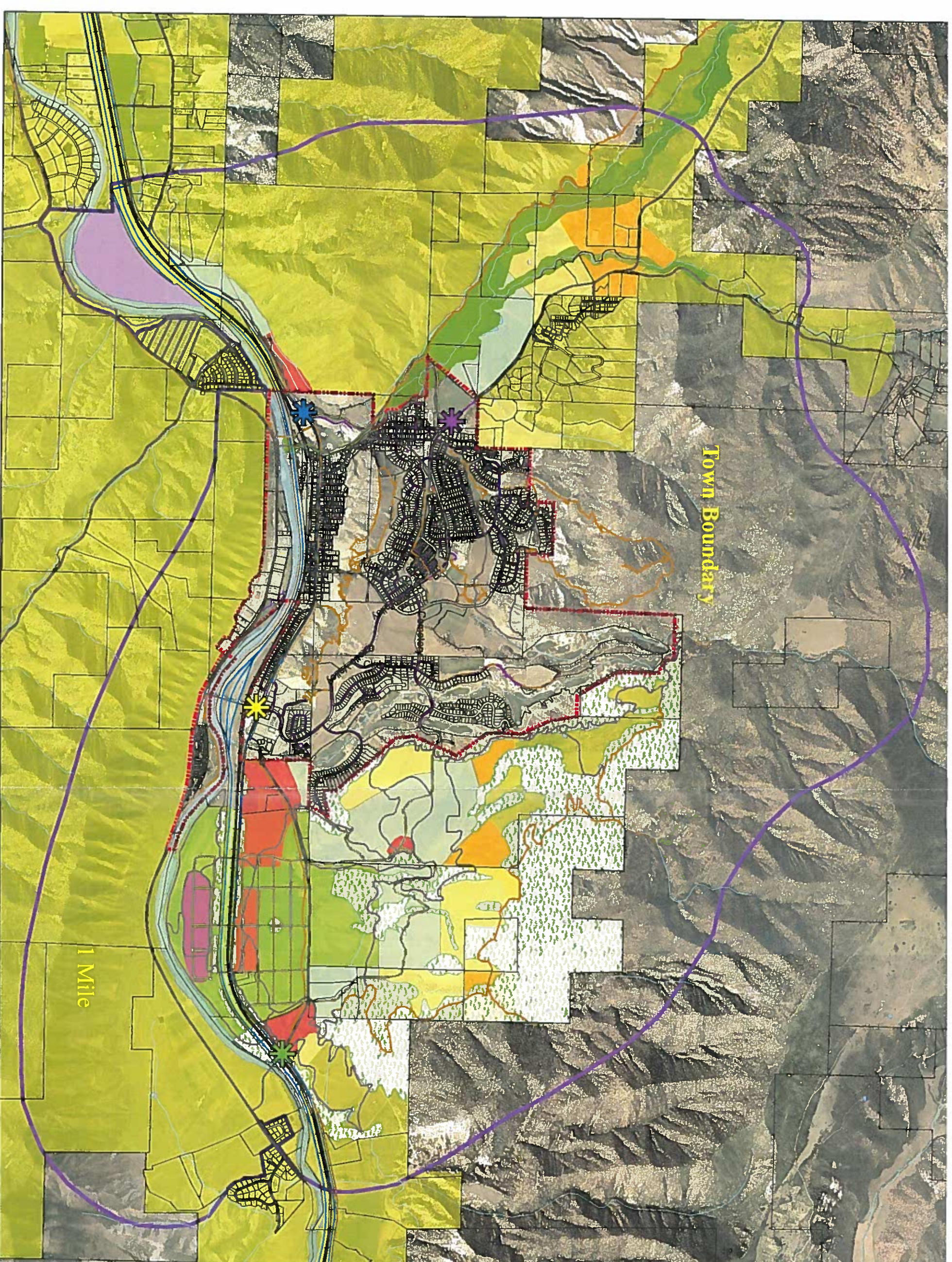
thence N 05°22'05" W along the Westerly Line of said parcel described in Reception No. 887954, distance of 846.96 feet;

thence N 90°00'00" E a distance of 162.87 feet;

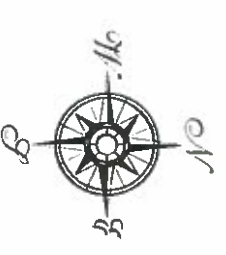
thence S 08°00'00" E a distance of 722.72 feet to the Southerly Line of said parcel described in Reception No. 887954, also being the Northerly right-of-way of Garfield County Road No. 240;

thence S 55°18'00" W along said Southerly Line of said parcel described in Reception No. 887954, and also the Northerly right-of-way of Garfield County Road No. 240, a distance of 224.07 feet to the point of beginning, said parcel containing 3.237 acres (141,006 square feet), more or less.

New Castle Comprehensive Plan Future Land Use



Legend	
	Business Campus
	Mixed Use-Commer Focus
	Industrial
	Mixed Use-Res Focus 6-10/Ac
	Mixed Use-Res Focus 4-6/Ac
	Rural Low Density
	Clustered Residential
	Planned Urban Center
	Open Space
	Environmental Protection
	East Gateway
	South Gateway
	West Gateway
	North Gateway
	County Roads
	Hard Surface Trails
	Soft Surface Trails
	Colorado NC Trails
	Maderias Trail
	City
	Future_Collector
	Streams/Ditches
	UCB
	City Streets
	County Roads
	Railroads
	Highways
	Rivers/Lakes
	Subdivisions/Streets



1 Mile





Center 1/4 Corner Section 32
A complete county Shire plat
bearing date 1/15/1998

Robert & Kathleen Kuersten
22.47 Acres

Garth Road #240

Rebar and Cap
US No. 19501

140649 37.1 +
3.223 37.2

Field 10
Rebar and Cap

140649 37.1 +
3.223 37.2

Field 10
Rebar and Cap

Field 10
Rebar and Cap

Field 10
Rebar and Cap

Field 10
Rebar and Cap

Field 10
Rebar and Cap

Field 10
Rebar and Cap



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

Staff Report
Turtlepoop, LLC Application - Zoning - New Castle Planning and Zoning –
Hearing June14, 2017

Report Date: 5/5/2017

Project Information

Name of Applicant: Turtlepoop, LLC (Mogli Cooper, sole member)
Applicant’s Mailing Address: 72 Buffalo, Carbondale, CO, 81623 Telephone – (970) 433-5838
/Phone/Email E-mail:moglic@mac.com
Property Address: TBD, New Castle, CO 81647
Property Owner: Turtlepoop, LLC (Mogli Cooper, sole member)
Owner Mailing Address 75 Buffalo, Carbondale, CO 81623. Telephone – (970) 433-5838
Proposed Use: TBD
Street Frontage: CR 240 aka Bruce Rd.
Existing Zoning: County - Rural
Surrounding Zoning: North – Residential (LCR – R/M), South – County (Rural), West – Commercial Retail PUD and East - County (Rural)

I Description of application:

This application is a request for zoning 3.2 acres (subject property) immediately east of New Hope Church’s vacant lot within the Town corporate limits. The applicant has stated that access to the subject property will be from the New Hope Church’s vacant lot. The applicant, Turtlepoop, LLC aka Mogli Cooper, is requesting the subject property be annexed into town. The P&Z Commissions’ priority is to recommend zoning to Town Council for this parcel. Ms. Cooper has the discretion to select the type of zone district and she has chosen the current Commercial General Zone District (CG). New annexations must substantially comply with the Town’s Comprehensive Plan (the Plan). The

Town supports Ms. Cooper's effort to relocate the CDOT engineers and State Patrol. However, the designation of the CG district is not compatible with Town Comprehensive Plan. Accordingly, Staff proposes two options for zoning the property as explained below.

II Comprehensive Plan overview

Below are excerpts from the Plan:

Guiding Principles, Goals and Policies

1. Community Growth

Guiding Principle

New growth and expansion New in 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. This mix will allow housing, employment and service to coexist within walking/biking distance thereby reducing reliance on the automobile for all transportation.

Goal CG-1: Ensure that new development substantially conforms to the New Castle Comprehensive Plan principles, goals and policies.

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

The following draft details the Future Land Use Plan as identified in the Town's Comprehensive Plan

The Future Land Use Plan establishes a framework within which development plans must be designed, evaluated by New Castle and ultimately completed if approved.

It is the goal of the Future Land Use Plan to:

- * Ensure a variety and mix of uses that complement the existing New Castle land-use patterns.
- * Offer excellent non-motorized access and non-motorized traffic and interconnection between use areas for both motorized and non-motorized traffic.
- * Guarantee a balanced mix of housing types that support a broad range of pricing within the market.
- * Support development of activity centers that include a sense of place where the public can interact, find services, and secure employment, and that are sustainable in the long term.
- * Allow for a feathered-edge community that transitions to rural areas where open lands and agricultural uses predominate.
- * Concentrate development in areas where there is good access, efficiently provided services and cost-effective utility extensions.

The Future Land Use Map identifies this property as Mixed Use-Commercial Focus

The area has similar use characteristics to the Planned Urban Center, but in a less intensive setting. It includes a mix of compatible commercial areas including civic functions, restaurants, retail, office, services, entertainment and Transit Oriented Development (TOD). This mixed use commercial area builds a sense of “place” in a quality living environment Residential uses exist on the upper level of buildings and enhance community living.

Location:

Mixed Use-Commercial Focus is located where there is good vehicular access near intersections and adjacent to other larger commercial sites. The location of these uses is designed to concentrate densities closer to the urban core where services, utilities, parks, road access and other necessary functions cost-effectively support the density.

Light industrial uses and other uses that require storage must enclose items in an architecturally compatible structure.

Business activities that generate excessive noise, odor, glare, smoke, vibration or unsightly outdoor storage should not be located in the Mixed Use-Commercial Focus area or otherwise sufficiently mitigated by strict standards so they are not a problem. Businesses that require deliveries by large semis should be located on the periphery where there is good access to the rear of the buildings.

Types of Uses:

The primary uses in this area are commercial (at least 70%) with other residential or noncommercial uses not exceeding 30% of the square foot occupancy. Uses include small and medium sized retail (not exceeding 20,000 square feet in a single structure), a variety of services, lodging, entertainment, ground level retail, offices, restaurants, entertainment, civic functions, lower and upper level offices, dining, and apartment/condo residential units. Upper-story residential uses include apartments, lofts and live/work units. Compatible light industrial activities are permitted in this district.

Density:

Net residential densities in this area may be up to 10 dwelling units per acre.

In contrast to the Plan, there are unfavorable CG district permitted uses not in compliance with the Plan. In addition, these uses may not be palpable for New Castle residents living north of the subject property.

CG Zone District

17.64.020 - Description

The purpose of the commercial general district is to provide an area for general commercial development within the town.

Permitted uses shall be as follows:

- A. Office for conduct of a business or profession;
- B. Retail sales establishments that sell the following: food, beverages, dry goods, furniture, appliances, hardware, clothing, books, petroleum products and supplies (definition needed);
- C. Hotel, motel, or lodge; (This may not appeal to nearby residents on Faas Ranch Rd.)
- D. Eating establishments with or without a bar; (a restaurant and bar could be objectionable from nearby neighbors on Faas Ranch Rd.- perhaps too much noise especially late night)
- E. Cabinet shop;
- F. Glass shop;
- G. Wholesale and retail establishments that sell the following: building construction products, materials and supplies; or electrical and mechanical supplies and equipment;
- H. Warehousing;
- I. Self-storage facility;
- J. Outdoor commercial recreational use;
- K. Recreation vehicle park;
- L. Bottling plant;
- M. Public park/open space;
- N. Fire station;
- O. Police station;
- P. Ambulance service.

The following uses are not permitted:

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

17.64.050 - Conditional uses.

Any use not specifically defined in the permitted or non-permitted use categories shall be a conditional use.

III Zoning Options

Based on the above analysis of the Comp Plan, Staff proposes two options for zoning the property:

1. Create a new zone district to be known as the Mixed-Use Commercial district which the Town's Comprehensive Plan has determined to be most appropriate for this area as well as other locations east and west of the subject property. The Mixed-Use Commercial district

would incorporate the uses and density limits described in the Plan to provide a unique mix of compatible commercial uses with more limited residential and non-commercial uses.

2. Require applicant to proceed through the PUD process following annexation to ensure that uses appropriate to the area and compliant with the Comp Plan are conducted on the property.

Staff Recommendation: Staff recommends denial of the CG Zone District because it does not substantially comply with the Town's Comprehensive Plan. Staff recommends that the Commission recommend that the applicant submit a PUD application adopting the Comprehensive Plan *Types of Uses* (see above) and other compatible uses and/or that a new zone district known as the Mixed-Use Commercial Zone District be created. Staff intends on advocating for a new zone district which is attached to this report.

TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. PZ 2017-3

A RESOLUTION OF THE NEW CASTLE PLANNING AND ZONING
COMMISSION MAKING RECOMMENDATIONS REGARDING ZONING OF
CERTAIN REAL PROPERTY PROPOSED FOR ANNEXATION INTO THE TOWN.

WHEREAS, on or about March 17, 2017, Turtlepoop LLC (“Applicant”) filed with the Town Clerk of the Town of New Castle, Colorado (“Town”), an annexation petition (“Petition”) and request that the Town Council commence proceedings to annex into the Town pursuant to C.R.S. § 31-21-104 a certain unincorporated parcel of land located in the County of Garfield, State of Colorado, at TBD Bruce Road, New Castle, Colorado, and described in **Exhibit “A”** attached hereto and incorporated herein by reference (“Property”); and

WHEREAS, the Municipal Annexation Act of 1965 governs the Town’s annexation process; and

WHEREAS, pursuant to C.R.S. § 31-12-115(1), the Town may initiate its procedures to zone property proposed for annexation at any time after an annexation petition has been found to be in substantial compliance with C.R.S. § 31-12-107; and

WHEREAS, at its duly noticed public meeting held April 4, 2017, the New Castle Town Council found Applicant’s annexation petition to be in substantial compliance with the requirements set forth in C.R.S. § 31-12-107 and set a public hearing regarding the annexation for May 16, 2017; and

WHEREAS, Applicant has requested that the Property be zoned Commercial General (CG) upon annexation; and

WHEREAS, pursuant to Section 16.08.050 of the Town Code, the Town Planning and Zoning Commission (“Commission”) is required to hold a duly-noticed public hearing to consider the proper zoning designation for the Property upon annexation thereof; and

WHEREAS, the public hearing was originally scheduled and noticed for May 10, 2017, but a quorum of the Commission was not present to hold the hearing; and

WHEREAS, the zoning hearing was re-noticed for and held on June 14, 2017; and

WHEREAS, under the Municipal Annexation Act and the Town Code, the zoning designation for the Property must comply with the Town’s 2009 Comprehensive Plan (“Comp Plan”); and

WHEREAS, the Comp Plan designates the Property as an area of “mixed-use commercial” focus; and

WHEREAS, the CG zone district **does/does not** accommodate the uses contemplated in areas of mixed-use commercial focus and by Applicant for the Property; and

WHEREAS, zoning the Property as CG **does/does** not further the Town's comprehensive zoning plan; and

WHEREAS, based on the Comp Plan and testimony presented by Applicant, Town staff, and the general public, the Commission recommends that the Town Council **[approve/approve with conditions/deny]** Applicant's requested zoning designation of the Property.

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

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

2. Recommendation. The Planning and Zoning Commission hereby recommends that the Town Council zone the Property as Commercial General and amend the Town zoning map accordingly.

[OR]

Recommendation. The Planning and Zoning Commission hereby recommends that the Town Council approve the Property as Commercial General and amend the Town zoning map accordingly, subject to the condition that the Town enter into an annexation agreement with Applicant that, among other things, prohibits the following uses on the Property:

- a. Recreation vehicle park;
- b. Bottling plant;
- c.

[OR]

Recommendation. The Planning and Zoning Commission hereby recommends that the Town Council deny Applicant's request to zone the Property as Commercial General and that Town Council zone the Property [through the PUD process] [as Mixed-Use Commercial] [as _____]. The Commission finds that said zoning designation is consistent with and furthers the Town's comprehensive zoning plan and is the more appropriate designation considering the Comp Plan and Applicant's anticipated use of the Property.

THIS RESOLUTION PZ 2017-3 was adopted by the New Castle Planning and Zoning Commission by a vote of ____ to ____ on the 14th day of June, 2017.

NEW CASTLE PLANNING AND ZONING
COMMISSION

By: _____
Chuck Apostolik, Chairman

ATTEST:

Mindy Andis, Deputy Town Clerk

EXHIBIT A

Legal Description

The Property that is the subject of this Resolution No. PZ 2017-3 is fully described as:

A parcel or tract of land situated in the East 1/4 of the SE 1/4 of Section 32, Township 5 South, Range 90 West of the 6th Principal Meridian, County of Garfield, State of Colorado, said parcel being a portion of that parcel of land described in Reception No. 887954 of the Garfield County records, and being more particularly described as follows:

Beginning at the Southwest Corner of said parcel described in Reception No. 887954, also being at the Northerly right-of-way of Garfield County Road No. 240, from which the East One-Quarter Corner of said Section 32 bears N44°08'57"E a distance of 1646.86 feet;

thence N 05°22'05" W along the Westerly Line of said parcel described in Reception No. 887954, distance of 846.96 feet;

thence N 90°00'00" E a distance of 162.87 feet;

thence S 08°00'00" E a distance of 722.72 feet to the Southerly Line of said parcel described in Reception No. 887954, also being the Northerly right-of-way of Garfield County Road No. 240;

thence S 55°18'00" W along said Southerly Line of said parcel described in Reception No. 887954, and also the Northerly right-of-way of Garfield County Road No. 240, a distance of 224.07 feet to the point of beginning, said parcel containing 3.237 acres (141,006 square feet), more or less.

1
2
3
4 New Castle Planning and Zoning Commission Meeting
5 Wednesday, May 24, 2017, 7:00p.m., Town Hall
6

7 Call to Order

8 Commission Chair Chuck Apostolik called the meeting to order at 7:00 p.m.
9

10 Roll Call

11 Present Chair Apostolik
12 Commissioner Copeland
13 Commissioner Ellis
14 Commissioner Gates
15 Commissioner Owens
16 Commissioner Ruggles
17 Commissioner Urnise
18

19 Also present at the meeting were Town Planner Tim Cain, Deputy Town Clerk Mindy
20 Andis and members of the public.

21 Meeting Notice

22 Deputy Town Clerk Mindy Andis verified that her office gave notice of the meeting
23 in accordance with Resolution TC-2017-1.
24

25 Conflicts of Interest

26 There were no conflicts of interest.
27

28 Citizen Comments on Items NOT on the Agenda

29 Merle Means, 841 Mountain View Drive, Project Supervisor for Lakota Ridge Senior
30 Apartments. Mr. Means had spoken with Carly Johansson and had a couple
31 questions and concerns.
32

33 Mr. Means asked what the best way was to find out if there were mineral and water
34 rights on the property, and to verify that there would not be issues with them in the
35 future.
36

37 Chair Apostolik said the best way would be for Lakota Ridge to contact their
38 **attorney. Planner Cain also suggested contacting the Garfield County Assessor's**
39 office.
40

41 Mr. Means said that since the entire project was under one building permit, could a
42 Certificate of Occupancy (C.O.) be issued for each of the buildings, or would all the
43 buildings need to be completed to receive the C.O.
44

45 Planner Cain said the building permit was applied for as one permit; however, a
46 Temporary Certificate of Occupancy (T.C.O) could be issued for each building as
47 they were finished. The concern is that infrastructure needed to be in place and
48 **accepted prior to any T.C.O's being issued.**

1
2 Mr. Means asked if the road needed to be widened at a later date, would the road
3 need to be completely torn up.

4
5 Planner Cain said that would be determined by the town engineer.

6
7 Items for Consideration

8
9 Purpose: Mixed Use Development Sketch Plan

10
11 Legal description: Lakota Canyon Ranch, Lot 2B, Phase 7

12
13 Common address: TBD, New Castle, CO 81647

14
15 Applicant: James P. Colombo

16
17 Town Planner Tim Cain reported that the application was for a Sketch Plan for
18 property zoned M/U/PUD, northwest and adjacent to the Fire Station on Castle
19 Valley Boulevard. The applicant, James P. Colombo, was required to submit the
20 Sketch Plan to the Town Planner for a completeness review, and the Planner
21 referred it to the Planning & Zoning Commission (P&Z). He said there was no
22 requirement for P&Z to make a motion recommending approval or denial, it was
23 merely is an opportunity for P&Z to ask questions.

24
25 Planner Cain said the proposed use for building 1 was 11 units; residential on the
26 top floor and commercial on the bottom floor. Building 2 will be eight residential
27 townhouses. Building 3 will be nine residential townhouses. Building 4 will be eight
28 residential townhouses. Building 5 will be trades and residential with the intent of a
29 live and work type unit. Residents would live on the top floor and work in the lower
30 level.

31
32 Planner Cain said the proposed site size was 2.607 acres. There were also several
33 proposed semi-public uses, including a park with a playground and gazebo, and a
34 **10' wide "hike and bike" trail (to be dedicated to the Town).**

35
36 Planner Cain said that Mr. Colombo was proposing a true mixed-use development
37 that was not currently in New Castle.

38
39 Mr. Colombo greeted the commission. He said that building 5, located on the south
40 side, would be 1,000 square foot (sf) commercial units, with 1,000-1,500sf
41 residential units above. The trades would be plumbers, electrical, bike repair and
42 similar.

43
44 Mr. Colombo said in buildings 2, 3, and 4 would be townhomes which would
45 surround a large park that included playgrounds, a gazebo, dog runs and
46 bike/walking trails. . The residential townhomes will be 1,000-1,500 square foot
47 with 2 & 3 bedrooms.

48
49 Mr. Colombo said in Building 1 would be commercial on the lower level and 10
50 residential on the 2nd floor, 5 of the residential units would be associated with the

1 business units downstairs. They will be two bedrooms and 1,000-1,300sf. Mr.
2 Colombo felt that the best commercial uses for building 1 would be a sandwich and
3 breakfast shop, retail, medical supply and dentist or doctor offices. The remaining 5
4 residential units will be rentals and will be 600-800sf

5
6 In buildings 2, 3, 4 and 5 the units will have their own garages. One-bedroom units
7 will have a one-car garage and two-bedroom units will have a two-car garage,
8 therefore there will not be any street parking for the residences. There will be guest
9 parking throughout the project. There will also be appropriate parking for the
10 commercial and trade shops. Parking will be located on the north side of building 1
11 and on the south side of building 5.

12
13 Mr. Colombo said access to the property will be a new public road shared with
14 Lakota Ridge Senior Housing. The entrance will be across from the Black Hawk
15 Drive in Lakota Canyon Ranch. The streets will be dedicated to the Town of New
16 Castle.

17
18 Commissioner Ruggles asked how the traffic would impact Castle Valley Boulevard.

19
20 Mr. Colombo said there was a traffic impact study done as part of the application.
21 There will be an increase of traffic on the boulevard.

22
23 Chair Apostolik asked Mr. Colombo if he saw the commercial/trade spaces being
24 rented, leased or purchased and whether he had tenants in mind.

25
26 Mr. Colombo said he had some interest in the project from a sandwich shop, a
27 dentist and other medical fields, medical supplies and people looking to help with
28 services for Lakota Ridge Senior Housing. Currently in contact with people that are
29 interested in the project. The units are very flexible for either rent, lease or sale.
30 The option the commercial units will have is they will be able to tie into a residential
31 unit upstairs.

32
33 Chair Apostolik asked if the project would be done in one phase or multiple phases.

34
35 Mr. Colombo said it would be done in three phases. First phase will be building 4
36 and 5. Next phase would be buildings 2 and 3. Final phase would be building 1.

37
38 Commissioner Owens asked what the capacity would be.

39
40 Mr. Colombo said there would be 45 residential units so, approximately 90 people.

41
42 Commissioner Owens asked how many commercial units will there be.

43
44 Mr. Colombo said there would be 10,000 square feet with a floating plan. The walls
45 in the commercial space will be movable depending on the size and need of the
46 business.

47
48 Commissioner Ruggles asked what the price range would be.

49

1 Mr. Colombo said the price was not set yet, but thought that 1,000sf living space
2 plus 1,000sf of shop in building 5 would be around \$400,000.00. The townhomes in
3 building 2, 3, 4 will be around \$300,000.00-\$375,000.00. Then, in Building 1 with
4 residential and commercial space around \$125,000-\$250,000.00. Everything will be
5 under \$400,000.00.

6
7 Commissioner Ellis asked what kind of impact the project would have on the
8 downtown businesses since it seemed the people who live in Castle Valley and
9 Lakota already passed by the downtown. She though it could possibly reduce the
10 foot traffic in the downtown area.

11
12 Mr. Colombo believed it would help the downtown because if people began
13 patronizing the businesses in the project, then they will likely stay in town for and
14 explore what else the downtown offered. He felt that when there were more options
15 then there would be more activity.

16
17 Commissioner Owens asked if the buildings would stay with the same theme of
18 Lakota Canyon Ranch for aesthetics.

19
20 Mr. Colombo said yes. He said he had written the standards for the design review
21 board of Lakota Canyon Ranch, and the new development would abide by the
22 Lakota HOA standards

23
24 Commissioner Urnise said there was a hammerhead close to where the grade falls
25 off and the southernmost building looked like it was on grade.

26
27 Mr. Colombo said there was 40 feet in setback and parking can be included in the
28 setback. The plan was to do landscaping in front of the 40 feet, and will do rirraff
29 structure fill.

30
31 Commissioner Owens asked if the park would be a public access park.

32
33 Mr. Colombo said yes. Anyone can use but it will be designed for the residences of
34 the project.

35
36 Items for next Planning and Zoning Agenda

37 On June 14, 2017, there will be an annexation hearing to discuss a mixed-use
38 commercial zoning. The commission will make a recommendation to council.

39
40 Commission Comments and Reports

41 There were no comments or reports.

42
43 Staff Reports

44 There were no reports.

45
46 Review Minutes from Previous Meeting

47 Motion: Commission Chair Apostolik made a motion to approve the
48 February 22, 2017, meeting minutes as corrected. Commissioner Ellis
49 seconded the motion and it passed unanimously.

50

1 Motion: Chair Apostolik made a motion to adjourn the meeting.
2 Commissioner Gates seconded the motion and it passed unanimously.
3
4 The meeting adjourned at 7: 55p.m.

5
6
7 Respectfully Submitted,

8
9
10
11
12
13 _____
14 Planning and Zoning Commission Chair
Chuck Apostolik

15 _____
16 Deputy Town Clerk Mindy Andis

DRAFT