



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

**Administration Department**  
**Phone:** (970) 984-2311  
**Fax:** (970) 984-2716  
[www.newcastlecolorado.org](http://www.newcastlecolorado.org)

**New Castle Town Council Work Session**  
**Tuesday, June 18, 2019, 6:30 p.m.**

1. Discussion: Trash & Recycling Services

**Agenda**

**New Castle Town Council Meeting**  
**Tuesday, June 18, 2019, 7:00 p.m.**

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

**Call to Order**  
**Pledge of Allegiance**  
**Roll Call**  
**Meeting Notice**  
**Conflicts of Interest**  
**Agenda Changes**

**Citizen Comments on Items not on the Agenda**

-Comments are limited to three minutes-

**Consultant Reports**

Consultant Attorney  
Consultant Engineer

**Items for Consideration**

- A. Proclamation: July Parks and Recreation Month (7:05 p.m.)**
- B. Consider a Request and Mutual Agreement Between Jim Columbo and the Town of New Castle for a 30-Day Extension of a PUD Hearing Date for Eagle's Ridge PUD at Lakota Canyon Ranch (7:20 p.m.)**
- C. Executive Session (1) for conference with Town Attorney for purpose of receiving legal advice on specific legal questions under C.R.S. Section 24-6-402(4)(b); and (2) for purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e) regarding the purchase of Ware & Hinds ditch shares (7:35 p.m.)**
- D. Consider Termination of the Ware & Hinds Ditch Contracts (7:50 p.m.)**

**E. Consider Declaration of Breach of Development Agreement for Lakota Ridge Senior Apartments and Authorizations of Enforcement Remedies (7:55 p.m.)**

**F. Golf Cart/OHV Open House Findings Report (8:10 p.m.)**

**G. Executive Session (1) to discuss the purchase, acquisition, lease, transfer, or sale of real, personal or other property interest under C.R.S. Section 24-6-402(4)(a); and (2) for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations, and/or instructing negotiators under C.R.S. Section 24-6-402(4)(e) and concerning town-owned property (8:25 p.m.)**

**H. Consent Agenda (8:40 p.m.)**

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

May 7, 2019 council minutes

May 21, 2019 council minutes

May 29, 2019 special council minutes

Resolution TC 2019-10 – Supporting a Charge Ahead Colorado Grant Application for Electric Vehicle Charge Stations

**Staff Reports (8:45 p.m.)**

Town Administrator

Town Clerk

Town Planner

Public Works Director

**Commission Reports (9:00 p.m.)**

Planning & Zoning Commission

Historic Preservation Commission

Climate Action Advisory Committee

Senior Program

RFTA

AGNC

GCE

EAB

**Council Comments (9:10 p.m.)**

**Adjourn (9:30 p.m.)**



Town of New Castle, State of Colorado

# Proclamation

WHEREAS, parks and recreation programs are an integral part of communities throughout this country, including New Castle; and

WHEREAS, our parks and recreation are vitally important to establishing and maintaining the quality of life in our communities, ensuring the health of all citizens, and contributing to the economic and environmental well-being of a community and region; and

WHEREAS, parks and recreation programs build healthy, active communities that aid on the prevention of chronic disease, provide therapeutic recreation services for those who are mentally or physically disabled, and also improve the mental and emotional health of all citizens; and

WHEREAS, parks and recreation programs increase a community's economic prosperity through increased property values, expansion of the local tax base, increased tourism, the attraction and retention of businesses, and crime reduction; and

WHEREAS, parks and recreation areas are fundamental to the environmental well-being of our community; and

WHEREAS, parks and natural recreation areas improve water quality, protect groundwater, prevent flooding, improve the quality of air we breathe, provide vegetative buffers to development, and produce habitat for wildlife; and

WHEREAS our parks and natural recreation areas ensure the ecological beauty of our community and provide a place for children and adults to connect with nature and recreate outdoors; and

WHEREAS the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the Town of New Castle recognizes the benefits derived from parks and recreation resources.

NOW THEREFORE, I Art Riddile, Mayor of New Castle, do hereby proclaim  
July as Parks and Recreation Month

Let this Proclamation be entered into the official records of the Town

\_\_\_\_\_  
Mayor Art Riddile

ATTEST:

\_\_\_\_\_  
Town Clerk Melody Harrison

## NRPA 2019 Park and Recreation Month Key Messages

### General Key Messages

- Since 1985, Americans have celebrated Park and Recreation Month in July to promote the importance of parks and recreation in health and wellness, conservation and social equity, and to recognize the thousands of park and recreation employees that maintain our nation's local, state and community parks.
- Through efforts by NRPA, the U.S. House of Representatives passed an official resolution for Park and Recreation Month in 2009 and introduced the resolution in 2017 and 2018.
- Park and recreation agencies across the country are recognizing the month with summer programs, events, contests, commemorations and celebrations.
- Park and recreation services are vital for our communities — from protecting open space and natural resources, to helping fight obesity and providing activities and resources for all walks of life — Park and Recreation Month encourages everyone to reflect on the exponential value parks and recreation brings to communities.

### 2019 Key Messages

- This July, explore all the fun and games offered in local parks and recreation! With everything from summer camps to sports leagues and special events, there are plenty of ways to get in the game.
- July is the perfect time to get out and see the great things happening at your local parks and recreation centers and meet the people who make it all happen.
- It's *Game On* at your local parks and recreation center! We're celebrating Park and Recreation Month with the National Recreation and Park Association by highlighting all of the great ways to play and have fun with us this July.
- NRPA encourages all people that support parks and recreation to share the fun, games and other exciting things offered at their parks and recreation centers with the hashtag #GameOnJuly.
- For more information visit [www.nrpa.org/july](http://www.nrpa.org/july).



**NRPA** National Recreation and Park Association  
*Because everyone deserves a great park*  
 NRPA.ORG/JULY | #GAMEONJULY



# GAME ON!

**NRPA'S PARK AND RECREATION MONTH - JULY 2019**

SUN	MON	TUE	WED	THU	FRI	SAT
	1 Hike Mtn. Medaris Trail	2 Play a Round of Disc Golf	3 Hike Colorow Trail	4 Enjoy a picnic in the park	5 Play Pickleball	6 Take a family camping trip
7 Visit Grand River Park	8 Join New Castle Running Club for a weekly run	9 Lunchtime walk break	10 Fly a Kite	11 Community Market at Burning Mtn. Park	12 Try out Mtn. Bike	13 Hogback Hustle 5k Run
14 Go fishing on The CO River	15 Plant flowers in a garden	16 Play "catch" with your freinds	17 Dip your toes into the river	18 Community Market at Burning Mtn. PARK	19 Read a book outside under a tree	20 Dirty Hog Dash @ VIX
21 Go fishing at Alder Park	22 Yoga	23 Grab some friends for a game of tennis	24 Go swimming	25 Community Market at Burning Mtn. Park	26 Visit Bear Dance Park	27 Take a family bike ride
28 Take a hike on a new trail	29 Work in the garden	30 Take "Frido" for a walk	31 Take a spin at Hogback Skate Park	<b>JULY 2019</b>		





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**Memorandum**

**Date:** June 12, 2019  
**To:** Mayor and Council  
**Subject:** Extension of PUD Hearing Date  
**From:** David Reynolds

**Purpose:**

The purpose of this agenda item is to seek an extension of the time allowed for the final Processing of a Planned Unit Development Application (PUD).

Per Municipal Code Section 17.100.080, a PUD Application which has received a final written decision from the Planning and Zoning Commission shall have not more than 60 days to receive a final decision from Town Council. Such final decision from Town Council may extend beyond 60 days if mutually agreed to by Town Council and the applicant.

Developer Jim Columbo / Malo Development LLC received a final decision from the Planning and Zoning Commission on May 8, 2019 concerning his application to develop property along Castle Valley Blvd. Mr. Columbo has been working with staff to provide updates to his development plans as required in the conditions of the Planning and Zoning findings. As of June 12, 2019 Mr., Columbo has not fully completed his final drawings related to various aspects of the project. Mr. Columbo and staff discussed the possibility of delaying the first Council meeting that would review this project until such time that Mr. Columbo's staff can make the needed changes to the applicable drawings and Town Staff has had the opportunity to review and comment.

Mr. Columbo was offered the opportunity to present his project as designed on June 18th, which would allow Council to consider the project within the required 60-day window, or push the first Council review back to July 2<sup>nd</sup>. Mr. Columbo decided to ask for a postponement of his first meeting with Town Council which was scheduled for June 18<sup>th</sup> and seek an extension of the 60-day window for a final Council Decision.

Because the Municipal Code states that an extension of the 60-day final decision shall be by mutual agreement, Town Council is being asked to consider an extension of the time period needed for a final decision in this matter.

**Staff Recommendation:**

Staff recommends that Council extend the 60-day final decision period for this application for an additional period of 30 days.



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**Memorandum**

**Date:** June 12, 2019  
**To:** Mayor and Council  
**Subject:** Water Rights Purchase Update  
**From:** David Reynolds

**Purpose:**

On May 22, 2019 the Town entered into two contracts to purchase a total of 18 shares in the Ware and Hinds Ditch Association. The purpose of this agenda item is to discuss the findings of the Due Diligence Review that was performed in accordance with the terms of the contracts.

Staff shall provide Council with the findings of the Town's Water Engineer as well as Staff Recommendations regarding this purchase.

Council may direct Staff to continue in the execution of these contracts or terminate these contracts based on the Due Diligence findings.

June 10, 2019

Dave Reynolds, and John Wenzel  
P.O. Box 90  
New Castle, CO 81647

Dear: Dave, and John I

At your and the Town of New Castle's request, Zancanella & Associates has reviewed the attached deeds and spread sheets that are associated with the Ware and Hinds Ditch shares that are currently owned by John Kuersten (Kuersten deed BO). Mr. Kuersten is currently offering, 18 shares, to the Town of New Castle for \$15,000 per share. As you are aware water rights are often transferred and sold in terms of Historic Consumptive use Credit or HCU credits. To be able to change a water right from an irrigation use (April – October) to a municipal use (Year round use) there are many factors that must be considered:

1. Did the right divert a full supply of water? At least since 1994 through 2019 it is not clear where or if the water rights being offered were fully used (see CB 1994 purchase deed)
2. In addition, the where the water was used must be available to "dry up" to allow the transfer of the HCU credits. Land that was transferred in the deed from Burning Mountain Land and Cattle LLC to the CB MINERALS COMPANY LLC for the 1994 purchase was:

Township 6 South, Range 91 West of the 6th P.M.

Section 2: N½ NE¼ less that portion lying north of the right-of-way line of County Road 335,  
NW¼  
That portion of the W½ SW¼ lying north and east of a line described as commencing at a point on the west boundary line of said W½SW¼ where the centerline of County Road 314 intersects said boundary line; thence southeasterly along the centerline of County Road 314 to the mid point of said W½SW¼; thence due south to the centerline of Alkali Creek; thence southeasterly along the centerline of Alkali Creek to the East boundary line of said W½SW¼



The above referenced legal description is shown in yellow on the Air Photo below. According to the Bargain and Sale Deed, CB minerals also purchased 50 shares of the Ware and Hinds Ditch 12/24/1994.

It is not clear to Zancanella and Associates where these 50 shares of Ware and Hinds water purchased by CB minerals was originally used. The property shown in yellow is the property that was identified in the Burning Mountain Land and Cattle LLC Deed to CB Minerals deed and it does not appear to be irrigated, or that it can be irrigated. For the period from 1994 – 2019 (25 years) there may be a question of non-use unless the 40 shares of water were leased to another shareholder under the Ware and Hinds Ditch, possibly the RE-2 School district.



CB Minerals sold Fred B Chaney 10 shares on 9/3/2004 of the 50 shares that CB Minerals purchased (See combined recent sales Chaney deed).

I believe the water associated with the Chaney shares was moved down the ditch from Section 1 and then used on Fred Chaney's property in Peach Valley which is shown in pink under Section 4 of the Ware and Hinds Ditch. This was a down ditch transfer. I do not believe that a water court change case was processed in 2004. The it was considered a change of field use under the same ditch, so no water court action was required.

Before the Town of New Castle could transfer this water, the Town would need understand where the historic use of the remaining 40 shares originally occurred. Can the land be removed from irrigation or has it already been removed? To take credit for the change to the to the New Castle point of diversion the Town would need to remove

the water from irrigation use to the new municipal use at the Town of New Castle point of diversion.



Perhaps when the property was sold to the RE-2 School District the water rights were retained by the original owners. This would make some degree of sense as the water is identified as being part of Section 1 of the Ware and Hinds Ditch. The school property would account for approximately 15.5 acres of historically irrigated land. The Town of New Castle owns the area south of Highway 6, a portion of the land south of the Railroad ROW, and Previously owned the area under I-70, all of which may have been historically irrigated prior to the construction of the interstate. Generally, CDOT does not acquire the water rights associated with a sale or condemnation and the rights remain with the original owners. While these are possibilities it would take substantial investigation to prove such claims for water right transfer purposes.





The Ware and Hinds Ditch was decreed with a duty of water of 1 CFS/ 50 acres or 0.02 CFS per share

For comparison we have assumed the value of the Ware and Hind Shares to be the value to replace that water with a Wolford contract from the Colorado River District. The current price of a Wolford Contract is \$194 /AF on an annual basis, if we assume 4% for 40 years for a uniform annual series  $\$194/\text{year} = 19.79 \times \$194 = \$3,839$  present value/ AF

1. From the Ditch company 40 shares = 0.802 cfs
2. If we assume a typical duty of water is 1 cfs / 50 acres, or 1 share per acre.
3. 18 acres would require 18 shares.

If we assume 18 shares could irrigate 18 acres and that each acre consumed 2.5 AF, annually the calculated HCU credits would be  $45 \text{ AF HCU credits} \times \$3,839 / \text{AF} = \$172,755$ . Which would be the value of 18 shares of Ware and Hinds water, based on the value of a Wolford contract.

Due to the complication of the historic use, and the potential 25 year period of non-use, the ability to dry the land up with a dry up covenant, and the limitations associated with the minimum streamflow, we believe that it would be difficult to use this water in the Town of New Castle's water system. The best use may be to keep the water in the ditch at the school or at the Town Property.

By comparison in Decree 87CW373 a total of 333 acres (140 acres under Red Rock Ditch & 193 acres under the Coryell Ditch) irrigated at 1.34 af/ac for a total of 446.22 af. I would consider these ditches water short or having less than a full supply of water. The decree went on to define water usage within the Castle Valley Development as an EQR is 3.5 people at 100 gallons per day with 5 percent consumptive use. In addition, there is 2,500 sq/ft of lawn per EQR at 2.26 Af application rate, 70 percent efficiency rate for a consumptive use rate of 1.56 af/ac. The decree indicates that the water is to be used within Castle Valley Development. These are limitations associated with the 1987 decree and the restrictions in a new change case will only get worse.

The proposed 18 shares will net only a small volume of water, i.e. 45 AF. If we assume that approximately 18 shares of Ware and Hinds Ditch water yielded approximately 45 AF of water per year. The volume of water that and could be transferred to the New Castle point of diversion is shown in Table 1 below:

Table 1 (estimated HCU distribution)

	AF	gpm	cfs
May	4	29.2	0.07
June	10	75.4	0.17
July	11	80.3	0.18
August	9	65.7	0.15
September	7	52.8	0.12
October	4	29.2	0.07
Total	45		

Shares	cfs /share	Total cfs
18	0.02	= 0.36

Draft

Even considering all of the above mentioned limitations it is prudent to consider acquiring a senior water right that is available in perpetuity, vs a contract, therefore

**We would recommend the Town consider the offering John Kuersten the following :**

**18 shares X \$10,000 \* = \$180,000**

\*table of recent sales below – max per share price \$10,000/share

Listed below is a summary of the recent sale activity of the transactions associated with the Ware and Hinds Ditch.

### Recent Sales Ware and Hinds Ditch

		Sale Date		Price	Price/Share
Burning Mountain Land and Cattle					
CB		12/22/1994	50	\$10,000.00	\$200.00
CB		12/22/1994	40	\$10,000.00	\$250.00
	Fred Chaney	9/3/2004	10	\$80,000.00	\$8,000.00
CB					
	Chet & Meriya Stickler	4/11/2019	15	\$112,500.00	\$7,500.00
	Kursten	4/11/2019	25	\$187,500.00	\$7,500.00
	Kursten 25 shares *	4/11/2019	19	\$142,500.00	\$7,500.00
	Lisa Martin	4/25/2019	2	\$16,000.00	\$8,000.00
	Arthur & Lampriel Armijo	4/25/2019	2	\$20,000.00	\$10,000.00
	Fred and Linda Kuersten	4/25/2019	2	\$16,000.00	\$8,000.00

\* of the 25 shares of Ware and Hinds Ditch it appears that Kursten still owns 19 shares of which 18 shares are for sale at \$15,000 per share

Draft

*Thomas A Zancanella*

Thomas A Zancanella | P.E.  
Office: 970.945.5700 | 970.379.2926 | Fax: 970.945.1253  
[taz@za-engineering.com](mailto:taz@za-engineering.com)

**Zancanella & Associates Inc. | Engineering Consultants**  
1011 Grand Avenue | Glenwood Springs, CO 81601

Cc: Mary Elizabeth Geiger

Incorporation of the Ware and Hinds?



## Recent Sales Ware and Hinds Ditch

		Sale Date	
Burning Mountan Land and Cattle			
CB		12/22/1994	50
CB		12/22/1994	40
	Fred Chaney	9/3/2004	10
CB			
	Chet & Meriya Stickler	4/11/2019	15
	Kursten	4/11/2019	25
	Kursten 25 shares *	4/11/2019	19
	Lisa Martin	4/25/2019	2
	Arthur & Lampriel Armijo	4/25/2019	2
	Fred and Linda Kuersten	4/25/2019	2

\* of the 25 shares of Ware and Hinds Ditch it appears that Kursten still owns 19 shares at \$15,000 per share

Price	Price/Share
\$10,000.00	\$200.00
\$10,000.00	\$250.00
\$80,000.00	\$8,000.00
\$112,500.00	\$7,500.00
\$187,500.00	\$7,500.00
\$142,500.00	\$7,500.00
\$16,000.00	\$8,000.00
\$20,000.00	\$10,000.00
\$16,000.00	\$8,000.00

ires of which 18 shares are for

Recorded at 3:40 o'clock P M DEC 28 1994

BOOK 0926 PAGE 676

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Reception No. 472584 MILDRED ALSDORF, RECORDER GARFIELD COUNTY, COLORADO

GARFIELD State Doc. Fee

DEED OF WATER STOCK

\$ / . 00 DEC 28 1994

\$10-

THIS DEED OF WATER STOCK is made this 22<sup>nd</sup> day of December, 1994, by Reorganized CF&I Steel Corporation, a Colorado corporation, as successor in interest to Colorado and Utah Land Company (Chapter 11 Debtor-in-Possession in Case No. 90B-6722, jointly administered under Case No. 90B-6721, in the United States Bankruptcy Court for the District of Utah, Central Division) ("Grantor") to Burning Mountain Land & Cattle, L. L. C., a Colorado limited liability company, whose address is 5178 County Road 335, New Castle, Colorado 81647 ("Grantee").

WITNESSETH:

WHEREAS, Grantee contracted to purchase from Grantor, along with real estate and minerals conveyed to Grantee by a separate deed, fifty (50) shares of the capital stock of the Ware & Hinds Ditch Co. situated in Garfield County, Colorado ("Water Stock") under that certain Vacant Land/Farm and Ranch Contract to Buy and Sell Real Estate and Minerals dated October 19, 1994;

NOW, THEREFORE, for and in consideration of the sum of Ten Thousand and no/100 Dollars (\$10,000.00) and other good and valuable consideration in hand paid by Grantee to Grantor, the receipt and sufficiency of which consideration are hereby acknowledged, Grantor hereby sells and conveys unto Grantee and its successors and assigns forever in fee simple all Grantor's right, title and interest in and to such Water Stock together with its appurtenances.

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This conveyance is made without any warranties whatsoever.

Signed and delivered this 22<sup>nd</sup> day of December, 1994.

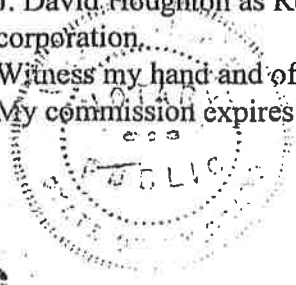
Reorganized CF&I Steel Corporation, a Colorado corporation

By: J. David Houghton J. David Houghton, Responsible Officer

STATE OF COLORADO ) ) ss. COUNTY OF PUEBLO )

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of December, 1994, by J. David Houghton as Responsible Officer of Reorganized CF&I Steel Corporation, a Colorado corporation.

Witness my hand and official seal. My commission expires: 1-24-96



Virginia Jimenez Notary Public

GW 2546 END



RETURN TO: Stuver & George, P.C. Attn: Tom Stuver 120 W. 3rd Rifle, CO 81650

5.00 / 1.00

5

GARFIELD  
State Doc. Fee

**BARGAIN AND SALE DEED**

\$ Exp DEC 20 1994

EXEMPT

BURNING MOUNTAIN LAND AND CATTLE, LLC, Grantor, whose address is 5178 County Road 335, New Castle, Colorado, 81647, for the consideration of Ten Dollars and other good and valuable consideration, in hand paid, hereby sells and conveys to CB MINERALS COMPANY LLC, Grantee, whose address is P.O. Box 1827, Pebble Beach, California, 93953, the following real property in the County of Garfield and State of Colorado, to wit:

Township 6 South, Range 91 West of the 6th P.M.

Section 2: N $\frac{1}{2}$  NE $\frac{1}{4}$  less that portion lying north of the right-of-way line of County Road 335, NW $\frac{1}{4}$

That portion of the W $\frac{1}{2}$  SW $\frac{1}{4}$  lying north and east of a line described as commencing at a point on the west boundary line of said W $\frac{1}{2}$ SW $\frac{1}{4}$  where the centerline of County Road 314 intersects said boundary line; thence southeasterly along the centerline of County Road 314 to the mid point of said W $\frac{1}{2}$ SW $\frac{1}{4}$ ; thence due south to the centerline of Alkali Creek; thence southeasterly along the centerline of Alkali Creek to the East boundary line of said W $\frac{1}{2}$ SW $\frac{1}{4}$

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COUNTY OF GARFIELD  
STATE OF COLORADO

with all its appurtenances, however, reserving to Grantor an easement for a single sign on an area approximately thirty (30) feet square on the NE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 2, Township 6 South, Range 91 West of the 6th P.M. and in the immediate vicinity of the intersection of the I-70 overpass road and County Road 335. Grantor shall pay all costs of obtaining, erecting, and maintaining such sign and in the event of the termination of Seller's use of said sign, Seller shall remove same from the premises at which time this easement will terminate.

Together with fifty (50) shares of the Ware and Hinds Ditch which are also conveyed without warranty of title.

SIGNED this 23<sup>rd</sup> day of December, 1994.

BURNING MOUNTAIN LAND & CATTLE LLC

By: Ross L. Talbott  
Manager

BW 2546 END



STATE OF COLORADO )  
) ss.  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 23<sup>rd</sup> day of December, 1994, by Ross L. Talbott, as Manager of Burning Mountain Land & Cattle LLC.

WITNESS my hand and official seal.

My commission expires: 5/23/98

Margaret A. Jay  
Notary Public



RETURN TO:  
Schenk, Kerst & DeWinter  
302 8th Street, Suite 310  
Glenwood Springs, CO 81601  
Attn: John Schenk

512

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603010 05/08/2002 02:19P B1353 P298 M ALSDORF  
1 of 2 R 10.00 D 0.00 GARFIELD COUNTY CO

### QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS THAT **NCIG Financial, Inc.**, a Minnesota corporation, whose address is P.O. Box 1827, Pebble Beach, California, 93953, hereinafter called "Grantor", for Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby sell and quitclaim unto **CB Minerals Company LLC**, whose address is P.O. Box 1827, Pebble Beach, California, 93953, hereinafter called "Grantee", the following conditional water and water rights, ditch and ditch rights, reservoir and reservoir rights, collectively referred to as the "water rights", which water rights are quit claimed without warranties of title; provided that Grantor represents and warrants to Grantee that such water rights are not subject to any monetary liens or encumbrances, leases or other use agreements. Such water rights include and are limited to the following:

Coal Ridge Pump and Pipeline: All rights decreed to the Coal Ridge Pump and Pipeline in Case No. 83CW367, Water Division No. 5, Colorado, to divert 2 cfs of water from the Colorado River, with an appropriation date of September 14, 1983, at a point of diversion located in Garfield County, Colorado on the South Bank of the Colorado River in Section 35, Township 5 South, Range 90 West of the 6th P.M., at a point 1,260 ft. West of the East line and 1840 feet North of the South line of said Section 35 (the "Point of Diversion") provided that the Grantee's right to use the Coal Ridge Pump and Pipeline at the Point of Diversion is subject to the Grantor's right of joint use of the Point of Diversion to divert the water for the Vulcan Ditch water rights and further provided that Coal Ridge Pump and Pipeline water rights shall not be used by Grantee at the alternate point of diversion of the Vulcan Ditch as decreed in Case No. 84CW349 and Grantee expressly waives any such right.

Coal Ridge Reservoir: The right to store up to 2,000 acre-feet of water, as decreed in Case No. 83CW386, Water Division No. 5, Colorado, with an appropriation date of September 14, 1983, at a point of storage in Garfield County, Colorado, at which the center of the dam axis is located in Section 35, Township 5 South, Range 90 West of the 6th P.M. at a point 1,900 ft. West of the East line and 210 feet North of the South line of said Section 35.

Grantee acknowledges the imposition of the restrictions stated above and that such water rights are conditional recording filing of applications for finding of reasonable diligence by August 2002.

AFTER RECORDING, RETURN TO:  
Schenk, Kerst & deWinter, LLP  
302 Eighth Street, Suite 310  
Glenwood Springs, CO 81601

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

SIGNED this 2 day of May 2002.

NCIG Financial, Inc.

By: Rushton O. Backer  
President

STATE OF CA. )  
COUNTY OF Monterey ) ss.

The foregoing instrument was acknowledged before me this 2 day of May, 2002, by Rushton O. Backer as President of NCIG Financial, Inc.

WITNESS my hand and official seal.

My commission expires: 12/09/03

R Solis  
Notary Public



AFTER RECORDING, RETURN TO:  
Schenk, Keest & deWinter, LLP  
302 Fifth Street, Suite 310  
Glenwood Springs, CO 81601

**SPECIAL WARRANTY DEED**  
**(Water Rights)**

THIS DEED, made this 8th day of November, 2018, between **CB Minerals Company, LLC, a Colorado limited liability company**, ("Grantor"), and **APB Holdings LLC, a Colorado limited liability company**, whose legal address is 5670 Brentwood Drive, Hoffman Estates, Illinois 60192 ("Grantee");

WITNESSETH, that Grantor, for and in consideration of the sum of **Ten Dollars (\$10.00) and other good and valuable consideration**, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto Grantee, and Grantee's heirs, successors, and assigns forever, 100% of the following described water and water rights:

See Exhibit A, attached hereto and incorporated herein,

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues, and profits thereof; and all the estate, right, title, interest, claim, and demand whatsoever of Grantor, either in law or equity, of, in, and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto Grantee, and Grantee's heirs, successors, and assigns forever. Grantor, for Grantor and Grantor's heirs, successors, and assigns, does covenant and agree that Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of Grantee, and Grantee's heirs, successors, and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under Grantor.

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

**CB Minerals Company, LLC, a Colorado limited liability company**

By: Regan Backer  
Regan Backer, its President

STATE OF New York )  
COUNTY OF New York ) ss.

The foregoing instrument was acknowledged before me this 8th day of November, 2018 by Regan Backer, as President of CB Minerals Company, LLC, a Colorado limited liability company, on behalf of said corporation.

Witness my hand and official seal:

DAISYMAY M PARKS  
Notary Public, State of New York  
No. 01PA6355194  
Qualified in New York County  
Commission Expires 2/27/2021

Daisy May M Parks  
Notary Public

### EXHIBIT A

Coal Ridge Pump and Pipeline: All rights conditionally decreed to the Coal Ridge Pump and Pipeline in Case No. 83CW367, Water Division No. 5, Colorado, to divert 2 cfs of water from the Colorado River, with an appropriation date of September 14, 1983, at a point of diversion located in Garfield County, Colorado on the South Bank of the Colorado River in Section 35, Township 5 South, Range 90 West of the 6th P.M., at a point 1,260 ft. West of the East line and 1840 feet North of the South line of said Section 35.

Coal Ridge Reservoir: The right to store up to 2,000 acre-feet of water, as conditionally decreed in Case No. 83CW368, Water Division No. 5, Colorado, with an appropriation date of September 14, 1983, at a place of storage in Garfield County, Colorado, at which the center of the dam axis is located in Section 35, Township 5 South, Range 90 West of the 6th P.M. at a point 1,900 ft. West of the East line and 210 feet North of the South line of said Section 35.



660993 10/04/2004 04:32P B1627 P976 M ALSDORF  
1 of 1 R 6.00 D 0.00 GARFIELD COUNTY CO

### QUIT CLAIM DEED

CB Minerals Company LLC, a Colorado limited liability company, Grantor, whose address is P.O. Box 1827, Pebble Beach, California, 93953, for the consideration of \$20,000.00 Dollars and other good and valuable consideration, in hand paid, hereby sells and conveys to FRED J. CHANEY, Grantee, whose address is 345 COUNTY ROAD 262, NEWCASTLE CO. 81651, all right, title, interest, claim and demand which Grantor has in and to certain water and water rights, ditch and ditch rights, collectively referred to as the "water rights", which water rights are conveyed without warranties of title; provided that Grantor represents and warrants to Grantee that such water rights are not subject to any monetary liens or encumbrances. Such water rights are described as follows:

10 Shares of Class A stock in the Ware & Hinds Ditch adjudicated in Case No. 103 Adjudicated on 5/11/1889, Appropriation Date 10/1/1883, for 5 c.f.s. with Appropriation Date of 3/1/1886 for 10.3 c.f.s. and Appropriation Date 5/1/1888 for 5.5 c.f.s; Case No. 767, Adjudicated on 11/15/1897 with Appropriation Date 4/18/1896 for 1.6 c.f.s.; Case No. 779, Adjudicated on 6/15/1898 with Appropriate Date of 3/3/1896 for .2 c.f.s; and Case No. 883, Adjudicated on 12/18/1900 with Appropriation Date of 10/8/1898 for 3.6 c.f.s.; and in Case No. 3431, Adjudicated on 1/11/1943 with Appropriation Date of 3/4/1921 for 21.3 c.f.s.

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

IN WITNESS WHEREOF, Grantor has executed this deed on the 3<sup>rd</sup> day of SEPT 2004.

CB Minerals Company LLC

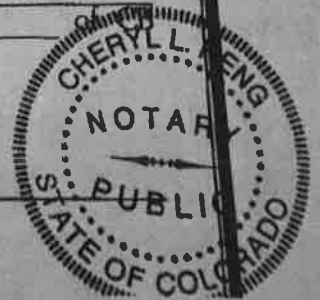
By: Rushton O. Backer MANAGING  
Director

STATE OF COLORADO )  
COUNTY OF GARFIELD ) ss.

The foregoing instrument was acknowledged before me this 3rd day of September 2004, by Rushton O. Backer as Managing Director Minerals Company LLC.

WITNESS my hand and official seal.  
My commission expires: 8/4/2007

Cheryl K. Neng  
Notary Public



AFTER RECORDING, RETURN TO:  
John R. Schenk, P.C.  
302 Eighth Street, Suite 310  
Glenwood Springs, CO 81601



660993 10/04/2004 04:32P B1627 P976 M ALSDORF  
1 of 1 R 6.00 D 0.00 GARFIELD COUNTY CO

**QUIT CLAIM DEED**

CB Minerals Company LLC, a Colorado limited liability company, Grantor, whose address is P.O. Box 1827, Pebble Beach, California, 93953, for the consideration of \$80,000.00 Dollars and other good and valuable consideration, in hand paid, hereby sells and conveys to FRED J. CHANEY, Grantee, whose address is 845 COUNTY ROAD 262, NEWCASTLE CO. 81651, all right, title, interest, claim and demand which Grantor has in and to certain water and water rights, ditch and ditch rights, collectively referred to as the "water rights", which water rights are conveyed without warranties of title; provided that Grantor represents and warrants to Grantee that such water rights are not subject to any monetary liens or encumbrances. Such water rights are described as follows:

10 Shares of Class A stock in the Ware & Hinds Ditch adjudicated in Case No. 103 Adjudicated on 5/11/1889, Appropriation Date 10/1/1883, for 5 c.f.s. with Appropriation Date of 3/1/1886 for 10.3 c.f.s. and Appropriation Date 5/1/1888 for 5.5 c.f.s; Case No. 767, Adjudicated on 11/15/1897 with Appropriation Date 4/18/1896 for 1.6 c.f.s.; Case No. 779, Adjudicated on 6/15/1898 with Appropriate Date of 3/3/1896 for .2 c.f.s; and Case No. 883, Adjudicated on 12/18/1900 with Appropriation Date of 10/8/1898 for 3.6 c.f.s.; and in Case No. 3431, Adjudicated on 1/11/1943 with Appropriation Date of 3/4/1921 for 21.3 c.f.s.

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

IN WITNESS WHEREOF, Grantor has executed this deed on the 3<sup>rd</sup> day of SEPT 2004.

CB Minerals Company LLC

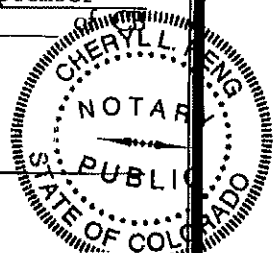
By: Rushton O. Backer MANAGING  
DIRECTOR

STATE OF COLORADO )  
COUNTY OF GARFIELD ) ss.

The foregoing instrument was acknowledged before me this 3rd day of September 2004, by Rushton O. Backer as Managing Director of Minerals Company LLC.

WITNESS my hand and official seal.  
My commission expires: 8/4/2007

Cheryll K. Neng  
Notary Public



AFTER RECORDING, RETURN TO:  
John R. Schenk, P.C.  
302 Eighth Street, Suite 310  
Glenwood Springs, CO 81601

270



**When recorded, please return to:**  
**Chet and Meriya Stickler**  
**4100 County Road 214**  
**Silt, CO 81652**

**QUITCLAIM DEED FOR WATER RIGHTS**

**THIS DEED** is dated April 11, 2019, and is made between **CB Minerals Company, LLC**, a Colorado limited liability company, the "Grantor", and **Chet Stickler and Meriya Stickler, as joint tenants**, the "Grantee," whose legal address is 4100 County Road 214, Silt, Colorado 81652.

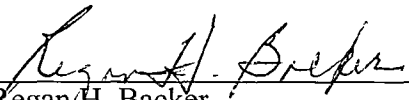
Grantor, for and in consideration of the sum of One Hundred and Twelve Thousand and Five Hundred Dollars (\$112,500), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee, and the Grantee's heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described water rights located in Garfield County, Colorado:


Fifteen (15) shares of Class A stock (out of Grantor's forty (40) Class A shares) in the Ware and Hinds Ditch, with its headgate located on the west bank of Elk Creek, tributary to the Colorado River, at a point in the NE1/4 of Section 36, T. 5 S., R. 91 W., 6<sup>th</sup> P.M., Garfield County, Colorado, adjudicated in: Case No. 103, Adjudicated on 5/11/1889 with Appropriation Date 10/1/1883 for 5.0 c.f.s., with Appropriation Date of 3/1/1886 for 10.3 c.f.s., and with Appropriation Date 5/1/1888 for 5.5 c.f.s.; Case No. 767, Adjudicated on 11/15/1897 with Appropriation Date 4/18/1896 for 1.6 c.f.s.; Case No. 779, Adjudicated on 6/15/1898 with Appropriation Date of 3/3/1896 for 0.2 c.f.s.; Case No. 883, Adjudicated on 12/18/1900 with Appropriation Date of 10/8/1898 for 3.6 c.f.s.; and Case No. 3431, Adjudicated on 1/11/1943 with Appropriation Date of 3/4/1921 for 21.3 c.f.s.

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

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

**CB Minerals Company, LLC**, a Colorado limited liability company

  
By: Regan/H. Backer  
Its: Managing Member

STATE OF COLORADO )  
 ) ss.  
 GARFIELD COUNTY )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of April, 2019, by Regan H. Backer, as managing member of CB Minerals Company, LLC, a Colorado limited liability company.

Witness my hand and official seal.  
My commission expires:

**DAISYMAY M PARKS**  
Notary Public, State of New York  
No. 01PA6355194  
Qualified in New York County  
Commission Expires 2/27/2021

  
Notary Public

**When recorded, please return to:**  
**John Kuersten**  
**4520 County Road 214**  
**Silt, CO 81652**

**QUITCLAIM DEED FOR WATER RIGHTS**

**THIS DEED** is dated April 11, 2019, and is made between **CB Minerals Company, LLC**, a Colorado limited liability company, the "Grantor", and **John Kuersten**, the "Grantee," whose legal address is 4520 County Road 214, Silt, Colorado 81652.

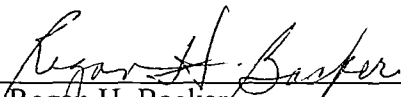
Grantor, for and in consideration of the sum of One Hundred and Eighty-Seven Thousand and Five Hundred Dollars (\$187,500), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee, and the Grantee's heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described water rights located in Garfield County, Colorado:

Twenty-five (25) shares of Class A stock in the Ware and Hinds Ditch, with its headgate located on the west bank of Elk Creek, tributary to the Colorado River, at a point in the NE1/4 of Section 36, T. 5 S., R. 91 W., 6<sup>th</sup> P.M., Garfield County, Colorado, adjudicated in: Case No. 103, Adjudicated on 5/11/1889 with Appropriation Date 10/1/1883 for 5.0 c.f.s., with Appropriation Date of 3/1/1886 for 10.3 c.f.s., and with Appropriation Date 5/1/1888 for 5.5 c.f.s.; Case No. 767, Adjudicated on 11/15/1897 with Appropriation Date 4/18/1896 for 1.6 c.f.s.; Case No. 779, Adjudicated on 6/15/1898 with Appropriation Date of 3/3/1896 for 0.2 c.f.s.; Case No. 883, Adjudicated on 12/18/1900 with Appropriation Date of 10/8/1898 for 3.6 c.f.s.; and Case No. 3431, Adjudicated on 1/11/1943 with Appropriation Date of 3/4/1921 for 21.3 c.f.s.

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

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

**CB Minerals Company, LLC**, a Colorado limited liability company

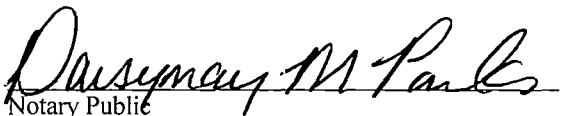
  
By: Regan H. Backer  
Its: Managing Member

STATE OF COLORADO )  
 ) ss.  
 COUNTY )

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of April, 2019, by Regan H. Backer, as managing member of CB Minerals Company, LLC, a Colorado limited liability company.

Witness my hand and official seal.  
My commission expires:

**DAISYMAY M PARKS**  
Notary Public, State of New York  
No. 01PA6355184  
Qualified in New York County  
Commission Expires 2/27/2021

  
Notary Public

When recorded, please return to:  
Fred and Linda Kuersten  
4555 County Road 214  
Silt, CO 81652

**QUITCLAIM DEED FOR WATER RIGHTS**

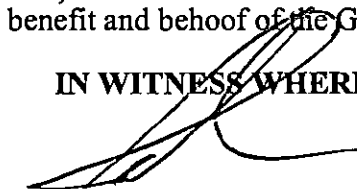
**THIS DEED** is dated April 25, 2019, and is made between **John Kuersten**, the "Grantor", and **Fred and Linda Kuersten**, collectively the "Grantee," whose legal address is 4555 County Road 214, Silt, Colorado 81652.

Grantor, for and in consideration of the sum of Sixteen Thousand Dollars (\$16,000), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee, and the Grantee's heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described water rights located in Garfield County, Colorado:

Two (2) shares of Class A stock in the Ware and Hinds Ditch, with its headgate located on the west bank of Elk Creek, tributary to the Colorado River, at a point in the NE1/4 of Section 36, T. 5 S., R. 91 W., 6<sup>th</sup> P.M., Garfield County, Colorado, adjudicated in: Case No. 103, Adjudicated on 5/11/1889 with Appropriation Date 10/1/1883 for 5.0 c.f.s., with Appropriation Date of 3/1/1886 for 10.3 c.f.s., and with Appropriation Date 5/1/1888 for 5.5 c.f.s.; Case No. 767, Adjudicated on 11/15/1897 with Appropriation Date 4/18/1896 for 1.6 c.f.s.; Case No. 779, Adjudicated on 6/15/1898 with Appropriation Date of 3/3/1896 for 0.2 c.f.s; Case No. 883, Adjudicated on 12/18/1900 with Appropriation Date of 10/8/1898 for 3.6 c.f.s.; and Case No. 3431, Adjudicated on 1/11/1943 with Appropriation Date of 3/4/1921 for 21.3 c.f.s.

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

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

  
By: John Kuersten

STATE OF COLORADO )  
) ss.  
GARFIELD COUNTY )

The foregoing instrument was acknowledged before me this 25 day of April, 2019, by John Kuersten.

Witness my hand and official seal.  
My commission expires: 8-22-2020

MELINDA D BROWN  
NOTARY PUBLIC - STATE OF COLORADO  
Notary Identification #20164031948  
My Commission Expires 8/22/2020

  
Notary Public

DF.  
1.60

When recorded, please return to:  
Arthur and Lapriel Armijo  
3699 County Road 214  
Silt, CO 81652

**QUITCLAIM DEED FOR WATER RIGHTS**


**THIS DEED** is dated April 25, 2019, and is made between **John Kuersten**, the “Grantor”, and **Arthur and Lapriel Armijo**, collectively the “Grantee,” whose legal address is 3699 County Road 214, Silt, Colorado 81652.

Grantor, for and in consideration of the sum of Twenty Thousand Dollars (\$20,000), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee, and the Grantee’s heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described water rights located in Garfield County, Colorado:

Two (2) shares of Class A stock in the Ware and Hinds Ditch, with its headgate located on the west bank of Elk Creek, tributary to the Colorado River, at a point in the NE1/4 of Section 36, T. 5 S., R. 91 W., 6<sup>th</sup> P.M., Garfield County, Colorado, adjudicated in: Case No. 103, Adjudicated on 5/11/1889 with Appropriation Date 10/1/1883 for 5.0 c.f.s., with Appropriation Date of 3/1/1886 for 10.3 c.f.s., and with Appropriation Date 5/1/1888 for 5.5 c.f.s.; Case No. 767, Adjudicated on 11/15/1897 with Appropriation Date 4/18/1896 for 1.6 c.f.s.; Case No. 779, Adjudicated on 6/15/1898 with Appropriation Date of 3/3/1896 for 0.2 c.f.s; Case No. 883, Adjudicated on 12/18/1900 with Appropriation Date of 10/8/1898 for 3.6 c.f.s.; and Case No. 3431, Adjudicated on 1/11/1943 with Appropriation Date of 3/4/1921 for 21.3 c.f.s.

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

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


  
\_\_\_\_\_  
By: John Kuersten

STATE OF COLORADO )  
 ) ss.  
GARFIELD COUNTY )

The foregoing instrument was acknowledged before me this 25 day of April, 2019, by John Kuersten.

Witness my hand and official seal.  
My commission expires: 8-22-2020

**MELINDA D BROWN**  
NOTARY PUBLIC - STATE OF COLORADO  
Notary Identification #20164031948  
My Commission Expires 8/22/2020

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

When recorded, please return to:  
Lisa Martin  
3495 County Road 214  
Silt, CO 81652

**QUITCLAIM DEED FOR WATER RIGHTS**


**THIS DEED** is dated April 25, 2019, and is made between **John Kuersten**, the “Grantor”, and **Lisa Martin**, the “Grantee,” whose legal address is 3495 County Road 214, Silt, Colorado 81652 and mailing address is P.O. Box 2551, Glenwood Springs, Colorado 81602.

Grantor, for and in consideration of the sum of Sixteen Thousand Dollars (\$16,000), the receipt and sufficiency of which is hereby acknowledged, does hereby remise, release, sell and QUITCLAIM unto the Grantee, and the Grantee’s heirs and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described water rights located in Garfield County, Colorado:

Two (2) shares of Class A stock in the Ware and Hinds Ditch, with its headgate located on the west bank of Elk Creek, tributary to the Colorado River, at a point in the NE1/4 of Section 36, T. 5 S., R. 91 W., 6<sup>th</sup> P.M., Garfield County, Colorado, adjudicated in: Case No. 103, Adjudicated on 5/11/1889 with Appropriation Date 10/1/1883 for 5.0 c.f.s., with Appropriation Date of 3/1/1886 for 10.3 c.f.s., and with Appropriation Date 5/1/1888 for 5.5 c.f.s.; Case No. 767, Adjudicated on 11/15/1897 with Appropriation Date 4/18/1896 for 1.6 c.f.s.; Case No. 779, Adjudicated on 6/15/1898 with Appropriation Date of 3/3/1896 for 0.2 c.f.s; Case No. 883, Adjudicated on 12/18/1900 with Appropriation Date of 10/8/1898 for 3.6 c.f.s.; and Case No. 3431, Adjudicated on 1/11/1943 with Appropriation Date of 3/4/1921 for 21.3 c.f.s.

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

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

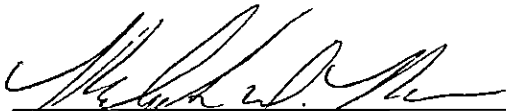
  
\_\_\_\_\_  
By: John Kuersten

STATE OF COLORADO            )  
  ) ss.  
GARFIELD COUNTY             )

The foregoing instrument was acknowledged before me this 25 day of April, 2019, by John Kuersten.

Witness my hand and official seal.  
My commission expires: 8-22-2020

MELINDA D BROWN  
NOTARY PUBLIC - STATE OF COLORADO  
Notary Identification #20164031948  
My Commission Expires 8/22/2020

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



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

**GARFIELD & HECHT, P.C.**

ATTORNEYS AT LAW  
Since 1975

[www.garfieldhecht.com](http://www.garfieldhecht.com)

June 14, 2019

**Haley M. Carmer**  
hcarmer@garfieldhecht.com

**VIA E-MAIL**

Arturo Alvarado  
Community Resources and Housing  
Development Corporation  
7305 Lowell Blvd, Suite #200  
Westminster, Colorado 80030  
E-mail: [Arturo@crhdc.org](mailto:Arturo@crhdc.org)

RE: Development Agreement for Lakota Ridge Senior Apartments  
Notice of Intent to Pursue Remedies

Dear Mr. Alvarado,

As you know, Lakota Ridge Senior Apartments, LLC (“Lakota”) and the Town of New Castle (“Town”) entered into the Development Agreement for Lakota Ridge Senior Apartments dated August 3, 2016 (“Agreement”). The purpose of the Agreement was to set forth the terms and conditions under which Lakota would install and dedicate certain Public Improvements (as that term is defined in the Agreement) to the Town in connection with its development of the property located at 705 Castle Valley Boulevard. Pursuant to Section 21 of the Agreement, please accept this letter as notice of the Town’s intention to pursue remedies under the Agreement as a result of Lakota’s breach thereof.

Per Section 7 of the Agreement, the Public Improvements were to be completed by June 30, 2018. Staff approved a six-month extension through December 31, 2018. Town Council then approved a second six-month extension through May 31, 2019. To date, the Town has not been asked to inspect the Public Improvements to confirm they are complete, and the Town has not otherwise been advised that they are complete. Because Lakota has not finished and dedicated the Public Improvements within the time set forth in the Agreement, it is in breach.

Town Council will consider finding Lakota in breach of the Agreement at its June 18, 2019, meeting and authorizing staff to pursue the Town’s remedies under the Agreement. Pursuant to Section 21 of the Agreement, Lakota has 20 days from the date of this letter to cure the breach before the Town exercises its remedies. If it is not feasible to complete the Public Improvements to the required standards within that timeframe, the Town may be willing to forebear enforcement of the Agreement if Lakota (a) deposits enough funds in the existing escrow account to cover the cost of completion of the Public Improvements or (b) extends the existing letter of credit until August 31, 2019.

Please contact me if you have any questions or concerns.

Best,

GARFIELD & HECHT, P.C.

A handwritten signature in black ink, appearing to read "Haley Carmer". The signature is fluid and cursive, with the first name "Haley" and last name "Carmer" clearly distinguishable.

Haley M. Carmer

cc: David Reynolds (via e-mail)



**Town of New Castle**

450 W. Main Street

PO Box 90

New Castle, CO 81647

**Office of the Town Administrator**

**Phone:** (970) 984-2311

**Fax:** (970) 984-2716

[www.newcastlecolorado.org](http://www.newcastlecolorado.org)

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## Memorandum

**Date:** June 12, 2019  
**To:** Mayor and Council  
**Subject:** Golf Cart Open House Review  
**From:** David Reynolds

**Purpose:**

The purpose of this agenda item is to review the results and comment sheets which were submitted by residents during the Golf Cart / OHV Open House on June 6<sup>th</sup>. Council may also wish to consider additional comments received via emails, phone calls, Facebook, and personal conversations.

With over fifty total comments received Council can hold an open discussion using the information gathered to discuss the following:

- ✚ Are the results of the information gathered sufficient to form a direction regarding this topic?
- ✚ Is there additional information that Council would like staff to research regarding the use of Golf Carts and OHV's on public roads?
- ✚ What are the opinions of Council members regarding this topic based on the findings of the comments provided?
- ✚ Does Council have a direction for staff concerning this topic?
- ✚ Are there specific timelines for forming a direction on this topic?

As this discussion is intended to discuss residents' comments, please review the comments provided in the Council Packet prior to this discussion.



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See back  
**Golf Cart Open House**

**Questions:**

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

NO ~~I could see possible use of golf carts within the town limits @ the golf course charges significantly~~

see back  
 ↗

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

NO

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

I DO NOT APPROVE OF THIS.

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

Noise - there are campgrounds we will no longer go to in Utah because of the noise of OHVs

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

How do we keep OHVs from noisy joy riding?  
 How do we keep OHVs off of vacant lots & land?  
 How do we keep OHVs off of bike & hiking trails?

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

No - I think it would be detrimental to our town & make it less pleasant due to noise

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

The only value I see is if it saved on gas usage & town roads were only used to get OHVs on roads outside of town. No joy riding & errands in town on OHVs & erosion.

**Optional:**

Name \_\_\_\_\_

Contact Information \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? yes

- ① I think these meetings should be titled OHV use because I think its more about OHVs <sup>than</sup> golf carts.
- ② I'd like to separate OHVs & golf carts into 2 ~~or~~ different issues. There are significant differences between where, when, why they would be used.
- ③ If Lakota golf course gave a major financial discount for those owning their own cart, and those using a golf course-owned cart, then discussing this issue would make sense (as a separate issue from OHVs). This financial break would have to include both memberships & daily rates. Lakota HOA would then need them allowed to park in drive ways.
- ④ How could use of OHVs be "policed" so they are not too loud, are not on open land & trails, & are adult drivers only??





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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

No!

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

No!

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

I am against it, my concerns are lack of respect by OHV users with noise, trespassing, substance abuse, clogging

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town? Same traffic and how violators will be ticketed on a regular basis. Plus town roads, road readiness

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed? Why? What is wrong with alternate transportation of walking, biking, horse hitching posts, what will be the impression to others if they

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads? No! Too much traffic. People can't negotiate the 4 way stop now. RFTA

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads? No! Roads are too busy and narrow -

### Optional:

Name: \_\_\_\_\_

Contact Information \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? yes



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads? *NO*
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)? *NO*
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
*I AM NOT IN FAVOR OF EITHER ONE, BUT PARTICULARLY OHV'S!*
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town? *NOISE FROM OHV'S, SLOWING OF ALL VEHICLES ON CITY STREETS WHERE OHV'S & GOLF CARTS OPERATE, CHANGING OUR QUIET LITTLE TOWN - LETS KEEP IT THAT WAY*
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed? *OHV EXCESS NOISE*
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads? *NONE AT ALL - EXCESS NOISE FROM OHVS*
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads? *NO*

*OFF ROAD VEHICLES - SHOULD REMAIN OFF ROAD!!*

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? YES



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

Yes

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

Yes

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

We should allow it, it's a great idea.

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

No Concerns

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

None

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

Yes I do.

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

Yes I do

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? Yes



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads? *YES*
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)? *NO,*
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
*I think it would be a good thing*
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?  
*As long as everyone obeys the regulations and rules, uses good judgement, and be very courteous*
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed? *mandatory age limit, reckless driving - etc.*
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads? *YES*
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads? *yes*

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? *yes* \_\_\_\_\_



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads? **NO**
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)? **NO**
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
**I am concerned about the safety of golf carts on public roads. The slower speed vehicle could cause accidents and golf**
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town? **Carts are not as safe.**  
**see above**
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed? **Can carts be driven on shoulders + bike paths**
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads? **Yes**
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads? **Yes**

### Optional:

Name: \_\_\_\_\_

Contact Information \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? \_\_\_\_\_





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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

Yes

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

yes

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

Fine Just respect Speed

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

none

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

none

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

yes

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

yes

### Optional:

Name: \_\_\_\_\_

Contact Information \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? \_\_\_\_\_



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

Yes

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

Yes, I own a gem car (LSV)

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

I love being able to use my Gem car to get to town. Library, dinner, groceries, etc.

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

~~do~~ I have not had any issues with my vehicle.

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

The only issue I could see would be golf carts leaving City Market & headed uphill during rush hour. It is a busy intersection & power can be lacking

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

Absolutely, green is good. Less parking space used

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

I do see a value in mapping out designated acceptable routes.

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail?

Yes!



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

Not really, but maybe in the future

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

No

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

No problem, as long as the rules are enforced

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

Parking & illegal use

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

Hunt Rules in Castle Valley Ranch. Will they be allowed?

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

Yes

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

Yes

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? yes



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)? *yes*
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads? *yes*
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads? *yes*
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads? *yes*

### Optional:

Name: \_\_\_\_\_

Contact Information \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? \_\_\_\_\_



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## Golf Cart Open House

Many Towns and Counties in Colorado and across the country have considered or allowed Golfs Carts and Off Highway Vehicles (OHV's) to be legalized for use on designated public roads. The Town of New Castle is seeking public input on the question of allowing some type of use by Golf Carts and Off High Way Vehicles (OHV's) on designated Town roads

The purpose of this Open House Meeting is to gather thoughts, opinions, and ideas concerning Golf Carts and OHV's for use within Town boundaries. Currently, approximately 34 Towns and Counties in Colorado allow some type of use by OHV's or Golf carts on public roads. Garfield County allows the regulated use of OHV's on many miles of County roads just outside Town limits.

In many cases the reason behind the regulated use of these vehicles in various municipalities around Colorado is as follows: Improved access between towns and wilderness riding areas, low cost and environmentally friendly access around town, OHV friendly access to town by visitors to the area, family enjoyment and accessibility around town by OHV and Golf Cart users, and OHV access to Town by area farmers and ranchers

The Town would appreciate your thoughts and opinions. Please read the list of basic rules that are in use by other communities and answer the following questions. Please feel free to add additional comments as needed. The information gathered will be used by Town Staff and Town Council in evaluating the community's desire to pursue this possibility.

### *Basic Rules implemented in other communities for OHV's and Golf Carts include:*

1. All drivers shall possess a valid motor vehicle operator's license.
2. Vehicles must be registered as required by the State of Colorado.
3. The number of persons allowed to travel in an OHV or Golf Cart must not exceed the manufacturer's designed limit.
4. The occupants of an OHV or Golf Cart shall wear safety belts if equipped by the manufacturer.
5. Child restraint systems shall be used in accordance with State law and manufacturers recommendations.
6. All occupants shall wear eye protection if the vehicle is not equipped with a windshield.
7. All occupants under the age of 18 shall wear a helmet at all times.
8. All vehicles shall be properly insured with at least the state required levels of liability insurance.
9. No vehicle shall be allowed to operate on Main Street *why not?*
10. All vehicles shall be subject to all motor vehicle rules and regulations.

→ THIS IS DUMB

can cross main street



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## Golf Cart Open House

Questions:

*- Allow access to main street*

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

*better gas mileage - more fun*

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

*Yes*

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

*Need to make it legal*

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

*None - same rules apply to cars/trucks - no worries*

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

*None -*

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

*less pollution - convenience*

*why not*

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

*yes, of course - makes sense.*

Optional:

*PAVE MORE ROADS AND LOCAL STREETS IN CONCRETE FOR DURABILITY AND*

Name: \_\_\_\_\_

*LONGEVITY*

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail

*yes*



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?  
YES
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?  
NOT RIGHT NOW
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
BE SERIOUS ABOUT WHERE AT AND WHAT YOU'RE DOING.
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?  
KEEP EVERYONE RESPONSIBLE FOR THEIR OWN ACTIONS.
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?  
WHAT ABOUT WHEN KIN FOLK VISIT AND ARE NOT USED TO THIS.
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?  
AS LONG AS EVERYONE PAYS MIND AND DON'T TRY TO SNEAK AROUND THE REGS.
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?  
IF PEOPLE PAID MIND AND DIDN'T LORD IT OVER, 'CAUSE SOME OF US DONT OWN H.O.V. OR CARTS.

### Optional:

Name: \_\_\_\_\_

Contact Information \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? you know better

///





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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?  
If I had a golf cart or OHV - I would!
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)? NO  $\frac{1}{2}$
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads? As long as they follow rules of road ok with it
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town? Afraid people might go too crazy in residential areas. For instance, tearing up the school parking lot
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads? Yes, more business for downtown businesses, Making New Castle a destination town
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads? Yes

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? sure



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads? YES
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)? NO
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
LOVE THE IDEA ESPECIALLY ELECTRIC
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?  
NONE
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?  
NONE
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?  
YES ESPECIALLY ELEC
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?  
YES

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? YES



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads? **YES**
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)? **NO**
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
**I'M IN FAVOR**
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?  
**NONE**
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?  
**YES - INCREASED PROPERTY VALUES**
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?  
**NOT SURE - NEED ADDITIONAL INFO.**

### Optional:

Name \_\_\_\_\_

Contact Information \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? \_\_\_\_\_



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

yes!

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

yes - Golf Cart

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

We love the idea

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

Safety

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

None

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

yes! Even more now that the senior housing has come to New Castle.

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

Yes! Anyway to make it easy to get to town and be outdoors.

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? yes



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?  
yes
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?  
Yes
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
A great idea
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?  
Safety of other drivers
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?  
None
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?  
I think it will help people get out doors
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?  
yes.

### Optional:

Name \_\_\_\_\_

Contact Information \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? Yes



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?  
*Yes*
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?  
*Yes*
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
*A Great Idea*
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?  
*Making Areas To Be Able To Go*
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?  
*None*
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?  
*I see community events we can have with them, plus people coming to down town New Castle,*
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?  
*Yes, Make It Easy For People To Get around*

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? *Yes*



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

Yes

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

Yes

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

Why not many towns do this in counties

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

No concerns

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

No concerns

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

My OHV is safer in town than my car  
or truck

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

Yes it will bring \$\$\$ ~~to~~ to New Castle

### Optional:

Name \_\_\_\_\_

Contact Information \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? Yes





Town of New Castle Administration Department  
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New Castle, CO 81647 [www.newcastlecolorado.org](http://www.newcastlecolorado.org)

## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?  
Yes, we would
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?  
NO, we do not
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
I think it would be pretty cool as long as they are safe.
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?  
I am concerned about kids riding in these things, as well as safety in general.
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?  
My only concern is that they will not be allowed on main street.
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?  
Yes, I think it would attract many more people to New Castle.
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?  
It would bring more attention to certain town roads.

### Optional:

Name \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail

YES



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

Yes, we would

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

No, we do not

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

They are a very good idea for the town of NC.

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

It may take time getting used to driving around them.

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

What kind of signals would you need to use hand signals? How could certain people understand those signals?

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

Yes, I feel like more people would enjoy coming to New Castle

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

Yes, it would bring more attractions (tourist attractions for certain roads)

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

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If there not on Main Street what's the main sign of waiting them?



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

Yes

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

Yes

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

OK, although we live on unlevel ground so we "load" on mainstreet, so not happy w/ #9

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

We live on CAve and so pretty much making that an "open" road again will be frustrating

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

None, I think this is a great start.

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

Yes

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads? Yes

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? Sure.



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

YES

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

YES

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

NONE

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

BEING ALLOWED TO USE ON MAIN ST &  
CROSS THE BRIDGE TO APPLE TREE

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

YES

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

YES

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail?

YES



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?  
*yes*
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?  
*Nope*
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
*Very good idea*
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?  
*None*
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?  
*no concerns at all*
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

### Optional:

Name \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? yes



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?  
YES
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?  
NO
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
I AGREE WITH ALLOWING BOTH ON TOWN ROADS.
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?  
NOISE AND SPEED OF OHV'S.
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?  
PERHAPS ADDING A CHARGING STATION FOR GOLFCARTS.
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?  
YES I THINK IT COULD INCREASE BUSINESS ACTIVITY IN TOWN AND ADD INTEREST TO OUR COMMUNITY
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?  
YES.

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? YES



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads? *Y*
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)? *Y*
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
*We should allow it in this small mountain town.*
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town? *NONE*
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed? *None*
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads? *Yes*
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads? *Yes.*

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? *Yes*





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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?  
*YES - GOLF CARTS*
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?  
*N/O*
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
*SEEMS REASONABLE - MY CONCERN IS CONTROL AND ENFORCEMENT*
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?  
*OHV'S NOT CONFORMING TO THE RULES - RECKLESS DRIVING  
DRUGS & ALCOHOL NOISE*
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?  
*WILL THIS BE SEASONAL USE*
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?  
*YES AS ENTERTAINMENT OR AS A RENTAL*
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?  
*NO NOT FOR GOLF CARTS*

### Optional:

Name \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? YES



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? yes

Please allow ATVs also and make a way to get over the river.



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

Yes, ~~we have a golf cart and OHV~~

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

Yes OHV

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

I believe it could add value to our community

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

no concerns

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

Possible Hwy 6 Access

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

yes, more tourism as well as access for residents

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

Yes I believe that it could definitely help ~~reduce~~ ~~cost~~ keep dollars in our community.

### Optional:

Name: \_\_\_\_\_

Contact Information \_\_\_\_\_

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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?  
*Yes*
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?  
*Yes*
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
*Good thing*
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?  
*Parking & access to local business*
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed? *NONE Need for noise restriction.*
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads? *A lot more people will be able and more likely to come down town.*
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads? *Yes, so long as it is continuous roads from down town*

### Optional:

Name \_\_\_\_\_

Contact Information \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? yes



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads? yes
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)? yes
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads? I think it's a great idea. I would love to be able to hop on my ATV and run to City Market without getting my car out.
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town? None
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed? None
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads? They would take up less parking space, people might visit downtown more if they could ride a golf cart or OHV. It's a fun way to get around.
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads? Absolutely. There are nearby areas I'd like to ride my ATV, but I don't want to have to trailer it to get there.

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? yes



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

*We have neither.*

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

*We have neither*

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

*Yes. Pro.*

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

*Noise From OHV's*

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

*Parking for vehicles ~~in~~ downtown*

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

*yes*

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

*yes*

### Optional:

*n*

Name \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? *yes*



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---

<sup>OHV</sup>  
7. **Golf Cart Open House**

Many Towns and Counties in Colorado and across the country have considered or allowed Golfs Carts and Off Highway Vehicles (OHV's) to be legalized for use on designated public roads. The Town of New Castle is seeking public input on the question of allowing some type of use by Golf Carts and Off High Way Vehicles (OHV's) on designated Town roads.

The purpose of this Open House Meeting is to gather thoughts, opinions, and ideas concerning Golf Carts and OHV's for use within Town boundaries. Currently, approximately 34 Towns and Counties in Colorado allow some type of use by OHV's or Golf carts on public roads. Garfield County allows the regulated use of OHV's on many miles of County roads just outside Town limits.

In many cases the reason behind the regulated use of these vehicles in various municipalities around Colorado is as follows: Improved access between towns and wilderness riding areas, low cost and environmentally friendly access around town, OHV friendly access to town by visitors to the area, family enjoyment and accessibility around town by OHV and Golf Cart users, and OHV access to Town by area farmers and ranchers

The Town would appreciate your thoughts and opinions. Please read the list of basic rules that are in use by other communities and answer the following questions. Please feel free to add additional comments as needed. The information gathered will be used by Town Staff and Town Council in evaluating the community's desire to pursue this possibility.

*Basic Rules implemented in other communities for OHV's and Golf Carts include:*

- ✓ 1. All drivers shall possess a valid motor vehicle operator's license.
2. Vehicles must be registered as required by the State of Colorado
3. The number of persons allowed to travel in an OHV or Golf Cart must not exceed the manufacturer's designed limit.
4. The occupants of an OHV or Golf Cart shall wear safety belts if equipped by the manufacturer.
5. Child restraint systems shall be used in accordance with State law and manufacturers recommendations
6. All occupants shall wear eye protection if the vehicle is not equipped with a windshield
7. All occupants under the age of 18 shall wear a helmet at all times
8. All vehicles shall be properly insured with at least the state required levels of liability insurance
9. No vehicle shall be allowed to operate on Main Street.
- ✓ 10. All vehicles shall be subject to all motor vehicle rules and regulations





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*OHV* ~~Golf Cart~~ Open House  
*seems like OHV use is the real issue here*

Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

*No never for OHV's. Golf Carts don't make sense without significant break on golf pass/fees and allowance*

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)? *within HOA's for cart storage.*

*No*

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

*I am opposed*

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

*- unwanted extra traffic and noise through neighborhoods attracting non-residents to ride town streets*

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed? *who is going to enforce rules, especially regarding off-road use in open spaces and current non-motorized trail areas?*

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads? *possibly for those who live in town to access nearby trail systems, but for the general community I see more problems than benefits!*

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

8. The towns listed which allow OHV's do not appeal to me as a place to live. Had the proposed rules re: OHV usage been in effect 3 years ago, we would not have considered New Castle as a

Optional:

Name \_\_\_\_\_

*desirable place for us to live!*

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail?   ✓



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## Golf Cart Open House

Many Towns and Counties in Colorado and across the country have considered or allowed Golfs Carts and Off Highway Vehicles (OHV's) to be legalized for use on designated public roads. The Town of New Castle is seeking public input on the question of allowing some type of use by Golf Carts and Off High Way Vehicles (OHV's) on designated Town roads.

The purpose of this Open House Meeting is to gather thoughts, opinions, and ideas concerning Golf Carts and OHV's for use within Town boundaries. Currently, approximately 34 Towns and Counties in Colorado allow some type of use by OHV's or Golf carts on public roads. Garfield County allows the regulated use of OHV's on many miles of County roads just outside Town limits.

In many cases the reason behind the regulated use of these vehicles in various municipalities around Colorado is as follows: Improved access between towns and wilderness riding areas, low cost and environmentally friendly access around town, OHV friendly access to town by visitors to the area, family enjoyment and accessibility around town by OHV and Golf Cart users, and OHV access to Town by area farmers and ranchers.

The Town would appreciate your thoughts and opinions. Please read the list of basic rules that are in use by other communities and answer the following questions. Please feel free to add additional comments as needed. The information gathered will be used by Town Staff and Town Council in evaluating the community's desire to pursue this possibility.

### *Basic Rules implemented in other communities for OHV's and Golf Carts include:*

1. All drivers shall possess a valid motor vehicle operator's license
2. Vehicles must be registered as required by the State of Colorado.
3. The number of persons allowed to travel in an OHV or Golf Cart must not exceed the manufacturer's designed limit.
4. The occupants of an OHV or Golf Cart shall wear safety belts if equipped by the manufacturer. *what if no seat belts?*
5. Child restraint systems shall be used in accordance with State law and manufacturers recommendations.
6. All occupants shall wear eye protection if the vehicle is not equipped with a windshield
7. All occupants under the age of 18 shall wear a helmet at all times.
8. All vehicles shall be properly insured with at least the state required levels of liability insurance
9. No vehicle shall be allowed to operate on Main Street.
10. All vehicles shall be subject to all motor vehicle rules and regulations



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

No

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

No

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

I am strongly opposed I think it will create an unnecessary hazard and safety issues on our increasingly busy roads

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

People already drive too fast and an added slow moving vehicle will create a problem. How will this be enforced? These vehicles generally do not

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed? Where can these vehicles travel? Down the

center of lane or on the shoulders? What about riding on bike paths and established trails?

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads? I see no value at all. I think it would

spoil some of the charm of New Castle.

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

what connection? Not sure I understand this question. I assume this means allowing people who can drive on County roads to come into town.

### Optional:

Name \_\_\_\_\_

Contact Information \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? yes

It was interesting to walk into this room and see golf carts and information presented to support this idea but no one with a display to present the cons to this idea. Is this your administrative way to ease us into an idea that you have already decided to approve?

have lights or turn indicators, what about night time travel? I do not see the value of allowing these vehicles not manufactured for travel on roads on our streets.

The <sup>motor vehicle</sup> traffic has increased with the growth of New Castle and this will just add to this increase.

This started out as golf carts and now it includes ORV which should not be on town roads.

You state this helps people access our town but they cannot travel on Main Street which is the heart of town with access to restaurants, library, Community Center and other business as well as the Farmer's Market.

What about parking issues, which is already a problem.

Another issue is that ORV's may then access our trails and bike paths creating hazards to bikers & pedestrians.



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?  
*No*
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?  
*No*
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
*I do not like the idea*
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?  
*Noise, parking, safety, disruption to our small town atmosphere.*
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?  
*no*
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?  
*no*

### Optional:

Name: \_\_\_\_\_

Contact Information \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? yes

*I appreciate this opportunity to hear and see this presentation.*



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

No

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

No

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

Interesting idea - worth talking to New Castle residents about. I don't have a strong opinion yet

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

Safety! concerns about sharing the streets between cars + current vehicles

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

I can foresee issues about varying speeds of present vehicles + golf carts + OHV's

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

It's a novel idea - I like the idea of less carbon emissions, cleaner energy use

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

yes

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? yes



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](http://www.newcastlecolorado.org)

## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

No

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

No

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

Concern over Police ability to recognize violations

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

How do Residents express concerns?

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

No

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

No

### Optional:

Name: \_\_\_\_\_

Contact Information \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? \_\_\_\_\_



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

NO

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

NO

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

NO

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

We have bike paths & lanes that are not used.

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

Regulate speed to 10 mph.

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

No, people abuse them for joyriding

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

No, people walk a lot and cars drive to fast in alley more than Cars

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? \_\_\_\_\_





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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?  
*NO*
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?  
*NO*
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
*?*
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?  
*?*
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?  
*ENFORCEMENT*
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?  
*NO*
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?  
*YES*

### Optional:

Name \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? \_\_\_\_\_



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

NO

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

NO

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

No - thank you!

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

THEY CALL THEM OFF ROAD VEHICLES FOR A REASON!

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

Safety for those not in the golf cart  
OHVs but those in vehicles (CARS) AS WELL.

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

NO

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

Not with these vehicles!

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? \_\_\_\_\_



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## Golf Cart Open House

### Questions:

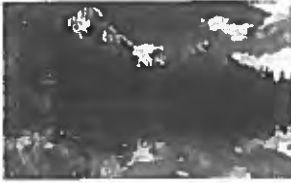
1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads? **NO**
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)? **NO**
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
**VERY BAD IDEA**
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?  
**SEE MY 4/10/19 LETTER TO MAYOR & CITY MGR.**
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed? **HOW TO ENFORCE THE RULES & THE COSTS, INCLUDING INDIRECT COSTS.**
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads? **NO NOT AT ALL**
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads? **NO NOT** **(WHAT TYPE, WHERE, WHO WILL PAY FOR THEM, MAINTENANCE COSTS...)**

### Optional:

Name \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? **YES**



Wednesday, April 10, 2019

Mayor and City Manager  
Town of New Castle  
P. O. Box 90  
New Castle, CO 81647

### **Golf Cart and ORV Concerns**

How much are we willing to pay or give up with the increased traffic and associated risks?

Why not just let people use their current means of transportation rather than complicating current vehicle traffic issues.

#### **Core Issues:**

- Cost to provide and maintain additional parking areas that may be needed
- Increased New Castle P. D. motor vehicle and other enforcements
- Risks with underage & overage drivers
- DUI issues
- Road access to Castle Valley Blvd. and downtown businesses
- Rt. 6 issues
- Congestion
- Weather
- Increased accidents and injuries
- Quality of life issues
- ER & hospital impacts
- Potential lawsuits
- Need for seat belts, helmets, and other road vehicle requirements
- How to protect children and youth as drivers or passengers



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

no

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

no

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

not desired

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

too much traffic on the road now

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

Police to monitor the speed on CV Blvd (west end)  
by 7th St and/or Rio Grande (lots of

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

no value

speeders  
going up Buford  
Road also....

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

no

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? \_\_\_\_\_



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

*No*

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

*No*

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

*Have not personally experienced them. Not sure*

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

*Safety, slow speed - road rage from car/truck drivers*

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

*Not sure*

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

*Perhaps, but unsure of the demand for this*

8. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

*Not sure*

### Optional:

Name \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? *Yes*



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

No

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

No

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

How would golf carts access the town roads if they can't use main street. meaning down town

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

Possible racing in the alleys Interfere with rush hour traffic on side streets (some)

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

May interfere with traffic in general.

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

Possibly - north of town

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

Not sure - might try a trial period

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? \_\_\_\_\_



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

Absolutely NOT! I am strongly opposed to this idea.

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

No

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

My opinion is that town roads are not appropriate for that use.

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

Noise, concern for inadequate staff to regulate and monitor, and a fundamental

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

Potential for litigation against the town.

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

No - none.

Also - the way our town is set up, it would be impracticable and impossible to avoid Main Street.

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

Optional: (My views are not connected to the county, but are my own.)

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail. yes

change in the character of our town.

And I don't understand why anyone thinks it's a good idea.





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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads? NO
  2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)? NO
  3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
AS LONG AS THE VEHICLES MEET REQUIREMENT FOR MOTOR VEHICLES I HAVE NO PROBLEM. BUT ALL STDS. SUCH AS LIGHTS, SAFETY EQUIPMENT, MUFFLERS MUST BE MET.
  4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town? 1ST. LESS VISABILITY BY OTHER MOTORISTS. 2ND ADDITIONAL WORK LOAD ON N.C. POLICE DEPT. 3RD IS THIS THE MOST PESSING ISSUE THE TOWN COUNCIL AND STAFF HAVE TO ADDRESS???
  5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed? WILL NON-RESIDENTS BE ALLOWED TO TRAILER THEIR VEHICLES TO N.C. THE UNLOAD THEM AND DRIVE INTO FEDERAL LANDS. I KNOW MARBLE COLO. HAS A BIG PROBLEM WITH VISITORS AND THEIR OHV'S RECREATING IN TOWN.
  6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads? LOOKS LIKE A SOLUTION LOOKING FOR A PROBLEM ALSO IF THIS IS TOTALLY ABOUT OHV'S SAY SO. I'LL BET THERE ARE VIRTUALLY NO PRIVATELY OWNED GOLF CARTS IN NEW CASTLE CO
  7. Do you see a value in making a connection between the approved County Roads and designated Town Roads? AGAIN - IF THE VEHICLES MEET AUTO STANDARDS THEY ARE ALLOWED ALREADY, IF NOT THEY CREATE A PROBLEM BOTH FORSEEN AND UNINTENDED, LOOKS LIKE A SOLUTION BOTH FORSEEN AND UNINTENDED, LOOKS LIKE A SOLUTION
- Optional: LOOKING FOR A PROBLEM!

Name \_\_\_\_\_

Contact Information \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? YES



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

NO! Try walking

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

NO - no desire to operate or own!

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

They do not belong on town roads - increased traffic, noise and fumes.

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

Safety is a big issue - OHV's create fumes, hard to see in traffic, noise, and pedestrians at risk - especially for children.

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

we bought a house in this community because it doesn't allow for recreational vehicles to dominate the community environment.

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

NO - The very idea bothers me greatly. I am ~~disturbed~~ disturbed that our City Council is entertaining this idea. When it is time to vote ballots will be counted.

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

NO - except for those who will be free to "buzz" through our streets & turn our town into a Disneyland. Strongly opposed to this idea.

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? yes

Could not go to the meeting but wanted to



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?

No

2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?

No

3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?

4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?

Noise

5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?

6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?

No

7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?

No

WE ALREADY HAVE NOISE FROM I 70 DAY & NIGHT. ALSO THE TRAIN. I DON'T THINK WE NEED ANOTHER SOURCE OF NOISE ON OUR STREETS.

### Optional:

Name: \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? \_\_\_\_\_



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?  
*Generally NO. The use of Golf carts/equivalent may be worth considering for special use, i.e. seniors, others w/ disabilities*
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?  
*NO*
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
*counter production to efforts to promote active lifestyle (trail, biking)*
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?  
*Noise, traffic impacts*
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?  
*Vehicle visual enhancements; noise/sound restrictions; structural, qualified seatbelts on ALL vehicles.*
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?  
*Just the opposite*
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?  
*NO NOTE: USE of ALLEYS is horrible idea.*

### Optional:

Name \_\_\_\_\_

Contact Information: \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? YES

## Melody Harrison

---

**From:**  
**Sent:** Sunday, June 9, 2019 8:55 AM  
**To:** Melody Harrison  
**Subject:** Good Carts

Hi Melody,

I am a resident of New Castle and was unable to make it to Thursday's meeting about the use of golf carts, OHV's and LSV's on town streets. I believe it to be a great idea! I have been to towns all across the country that allow this for their residents and it seems to use these types of vehicles. It is an affordable, efficient and environmentally friendly way to get around town.

Thank you,

Sent from my iPhone

## Melody Harrison

---

**From:** Town of New Castle <dnichols@newcastlecolorado.org>  
**Sent:** Wednesday, June 5, 2019 6:56 AM  
**To:** Debbie Nichols; Melody Harrison; Mindy Andis  
**Subject:** Contact Form Submission

The following information was submitted via the Contact form on the Town of New Castle's website.

Full  
Name:  
Email:

I am not able to attend the open house on Thursday but would like my opposition to golf carts and OHVs being allowed on the roads of New Castle to be noted. We have few roadways and already share them with tractor trailers and heavy farm equipment moving through town, and in particular Castle Valley where hundreds of children walk, run, ride bikes, scooters, skateboards, etc. The last thing we need are other vehicles that do not require proper age, education, or licensing on these roads.

Your  
Message:

Thank you,



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## Golf Cart Open House

### Questions:

1. Would you or your family have a desire to use Golf Carts or OHV's on designated Town roads?  
 No
2. Do you or a family member own a golf cart or Off Highway Vehicle (OHV)?  
 No
3. What is your opinion of the regulated and controlled use of Golf Carts and OHV's on Town Roads?  
 I think OHVs are a bad idea! Golf carts are probably OK
4. What are your concerns regarding the regulated use of Golf Carts and OHV's in Town?  
 excessive speeds OHVs, Misuse of trails/parks. People will use
5. In addition to the outlined rules that other communities implement, what additional concerns would you like to see addressed?  
 Don't allow ATVs too
6. Do you see a value to the community by allowing the regulated use of Golf Carts and OHV's on designated Town roads?  
 No Regulation will be too
7. Do you see a value in making a connection between the approved County Roads and designated Town Roads?  
 No much

### Optional:

Name: \_\_\_\_\_

Contact Information \_\_\_\_\_

May we contact you if Town Council wishes to discuss your thoughts in more detail? \_\_\_\_\_

## Melody Harrison

---

**From:** Town of New Castle <dnichols@newcastlecolorado.org>  
**Sent:** Saturday, June 8, 2019 8:30 AM  
**To:** Debbie Nichols; Melody Harrison; Mindy Andis  
**Subject:** Contact Form Submission

The following information was submitted via the Contact form on the Town of New Castle's website.

Full  
Name:  
Email:

This email is for the Town Council of New Castle, I am writing in regard to the Thursday, June 6th, meeting about the idea of allowing golf carts and OHVs on our city streets. I was not able to attend this meeting. The article in the Post Independent stated that the Town of New Castle wants plenty of input, so I am hoping that you will accept written opinions, as well as those voiced at the meeting.

I have lived in New Castle since 2004. New Castle is a precious place that I would describe as quiet and peaceful. These are the characteristics I personally hold dear to my heart. I sincerely hope that you do not approve of allowing people to drive their OHVs in town. These vehicles are loud and they emit strong exhaust as well. I think it would ruin the ambiance of New Castle.

Your  
Message:

There was mention in the newspaper article that allowing OHVs in town could play a role in promoting growth. Based on seeing new construction in Castle Valley and Lakota, it seems that we are growing. It also seems that we probably are not keeping up with the demand as it is. Please do not lose sight of "responsible growth", a concept that many of you espoused when running for office. I think that many of the folks who are moving here, or who want to move here, are drawn to New Castle because it IS quiet and peaceful. They are seeking a small town feel, with small town peace.

I am grateful that Garfield County has already permitted OHVs on some county roads, as there is opportunity for those who desire it. I sincerely hope that you will choose to preserve this quiet town, as well as the clean air we all benefit from and enjoy.

Respectfully,



## Melody Harrison

---

**From:** Town of New Castle <dnichols@newcastlecolorado.org>  
**Sent:** Wednesday, April 10, 2019 5:33 PM  
**To:** Debbie Nichols; Melody Harrison; Mindy Andis  
**Subject:** Contact Form Submission

The following information was submitted via the Contact form on the Town of New Castle's website.

Full  
Name:  
Email:

I am against the town of New Castle allowing OHV's and golf carts on the city streets. I believe OHV's will create more noise and air pollution in our peaceful town. I also believe the use of golf carts of our city streets will be a safety concern and could result in someone getting injured.

Your  
Message:

Please do not allow OHV's and golf carts on our city streets. It will take away the serenity of our peaceful town.

p.s. I am the owner of an OHV and I am against this



**Town of New Castle**

450 W. Main Street  
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New Castle, CO 81647

**Office of the Town Administrator**

**Phone:** (970) 984-2311

**Fax:** (970) 984-2716

[www.newcastlecolorado.org](http://www.newcastlecolorado.org)

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**Memorandum**

**Date:** June 12, 2019  
**To:** Mayor and Council  
**Subject:** Sale of Town owned property  
**From:** David Reynolds

**Purpose:**

The purpose of this agenda item is to provide Council with an update concerning the sale of a Town owned Condo unit.

Staff would also like to discuss the possibility of listing for sale a second Town owned condo unit, as well as discussing possible direction for the use or sale of additional properties on Main Street.

**Roaring Fork Sotheby`s International Realty-Meadows**

Clinton Carroll

Ph: 970-989-3079

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.  
(CBS1-6-18) (Mandatory 1-19)

**THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.**

**CONTRACT TO BUY AND SELL REAL ESTATE  
(RESIDENTIAL)**

Date: 6/11/2019

**AGREEMENT**

**1. AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

**2. PARTIES AND PROPERTY.**

**2.1. Buyer.** Ricardo Alexandro Lopez (Buyer) will take title to the Property described below as  
 Joint Tenants  Tenants In Common  Other in severalty.

**2.2. No Assignability.** This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

**2.3. Seller.** Town of New Castle (Seller) is the current owner of the Property described below.

**2.4. Property.** The Property is the following legally described real estate in the County of

Garfield, Colorado:

**Section: 31 Township: 5 Range: 90 Subdivision: WINDRIDGE CONDOS Unit: 115**

known as No. **200 S E Avenue, 115 New Castle, CO 81647,**

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto except as herein excluded (Property).

**2.5. Inclusions.** The Purchase Price includes the following items (Inclusions):

**2.5.1. Inclusions - Attached.** If attached to the Property on the date of this Contract, the following items are included unless excluded under Exclusions: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including none remote controls). If checked, the following are owned by the Seller and included (leased items should be listed under **Due Diligence Documents**):  None  Solar Panels  Water Softeners  Security Systems  Satellite Systems (including satellite dishes). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

**2.5.2. Inclusions - Not Attached.** If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under Exclusions: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

**2.5.3. Personal Property - Conveyance.** Any personal property must be conveyed at Closing by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except None.

Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

**2.5.4. Other Inclusions.** The following items, whether fixtures or personal property, are also included in the Purchase Price: Ceiling fan, dryer, range, refrigerator, washer

If the box is checked, Buyer and Seller have concurrently entered into a separate agreement for additional personal property outside of this Contract.

**2.5.5. Parking and Storage Facilities.** The use or ownership of the following parking facilities: any assigned by HOA; and the use or ownership of the following storage facilities:

Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

**2.6. Exclusions.** The following items are excluded (Exclusions): None

**2.7. Water Rights/Well Rights.**

**2.7.1. Deeded Water Rights.** The following legally described water rights:

None

Any deeded water rights will be conveyed by a good and sufficient deed at Closing.

**2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1, 2.7.3 and 2.7.4, will be transferred to Buyer at Closing: None

**2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is None.

**2.7.4. Water Stock Certificates.** The water stock certificates to be transferred at Closing are as follows: None

**2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2 (Other Rights Relating to Water), § 2.7.3 (Well Rights), or § 2.7.4 (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

Item No.	Reference	Event	Date or Deadline	
1	§ 4.3	Alternative Earnest Money Deadline	6/24/2019	Monday
		Title		
2	§ 8.1, § 8.4	Record Title Deadline	6/27/2019	Thursday
3	§ 8.2, § 8.4	Record Title Objection Deadline	7/1/2019	Monday
4	§ 8.3	Off-Record Title Deadline	6/27/2019	Thursday
5	§ 8.3	Off-Record Title Objection Deadline	7/1/2019	Monday
6	§ 8.5	Title Resolution Deadline	7/5/2019	Friday
7	§ 8.6	Right of First Refusal Deadline		
		<b>Owners' Association</b>		
8	§ 7.2	Association Documents Deadline	6/27/2019	Thursday
9	§ 7.4	Association Documents Termination Deadline	7/1/2019	Monday
		<b>Seller's Disclosures</b>		
10	§ 10.1	Seller's Property Disclosure Deadline	6/27/2019	Thursday
11	§ 10.10	Lead-Based Paint Disclosure Deadline		
		<b>Loan and Credit</b>		
12	§ 5.1	New Loan Application Deadline	6/27/2019	Thursday
13	§ 5.2	New Loan Termination Deadline	7/25/2019	Thursday
14	§ 5.3	Buyer's Credit Information Deadline		
15	§ 5.3	Disapproval of Buyer's Credit Information Deadline		
16	§ 5.4	Existing Loan Deadline		
17	§ 5.4	Existing Loan Termination Deadline		
18	§ 5.4	Loan Transfer Approval Deadline		
19	§ 4.7	Seller or Private Financing Deadline		
		<b>Appraisal</b>		
20	§ 6.2	Appraisal Deadline	7/11/2019	Thursday
21	§ 6.2	Appraisal Objection Deadline	7/15/2019	Monday
22	§ 6.2	Appraisal Resolution Deadline	7/18/2019	Thursday
		<b>Survey</b>		
23	§ 9.1	New ILC or New Survey Deadline		
24	§ 9.3	New ILC or New Survey Objection Deadline		
25	§ 9.3	New ILC or New Survey Resolution Deadline		
		<b>Inspection and Due Diligence</b>		
26	§ 10.3	Inspection Objection Deadline	7/1/2019	Monday
27	§ 10.3	Inspection Termination Deadline	7/5/2019	Friday
28	§ 10.3	Inspection Resolution Deadline	7/5/2019	Friday
29	§ 10.5	Property Insurance Termination Deadline	7/5/2019	Friday
30	§ 10.6	Due Diligence Documents Delivery Deadline	6/27/2019	Thursday
31		Due Diligence Documents Objection Deadline		

163		§ 10.6		7/1/2019	Monday
164	32	§ 10.6	Due Diligence Documents Resolution Deadline	7/5/2019 1	Friday
165	33	§ 10.7	Conditional Sale Deadline		
166	34	§ 10.10	Lead-Based Paint Termination Deadline	7/5/2019	Friday
167		<b>Closing and Possession</b>			
168	35	§ 12.3	Closing Date	7/25/2019	Thursday
169	36	§ 17	Possession Date	At closing	
170	37	§ 17	Possession Time	At closing	
171	38	§ 28	Acceptance Deadline Date	6/20/2019	Thursday
172	39	§ 28	Acceptance Deadline Time	5:00 P.M.	
173	40				
174	41				

Note: If FHA or VA loan boxes are checked in § 4.5.3 (Loan Limitations), the Appraisal deadlines **DO NOT** apply to FHA insured or VA guaranteed loans.

**3.2. Applicability of Terms.** Any box checked in this Contract means the corresponding provision applies. If any deadline blank in § 3.1 (Dates and Deadlines) is left blank or completed with the abbreviation "N/A", or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. If no box is checked in a provision that contains a selection of "None", such provision means that "None" applies.

The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract.

#### 4. PURCHASE PRICE AND TERMS.

**4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1	Purchase Price	\$120,000.00	
2	§ 4.3	Earnest Money		\$2,000.00
3	§ 4.5	New Loan		\$100,000.00
4	§ 4.6	Assumption Balance		
5	§ 4.7	Private Financing		
6	§ 4.7	Seller Financing		
7				
8				
9	§ 4.4	Cash at Closing		\$18,000.00
10		<b>TOTAL</b>	<b>\$120,000.00</b>	<b>\$120,000.00</b>

**4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ (Seller Concession). The Seller Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer elsewhere in this Contract.

**4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a **Good funds**, will be payable to and held by **Commonwealth Title Company** (Earnest Money Holder), in its trust account, on behalf of both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest Money Holder in this transaction will be transferred to such fund.

**4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

**4.3.2. Return of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 25 and, except as provided in § 24 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate, Seller agrees to execute and return to Buyer or Broker working



with Buyer, written mutual instructions (e.g., Earnest Money Release form), within three days of Seller's receipt of such form.

**4.4. Form of Funds; Time of Payment; Available Funds.**

**4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified check, savings and loan teller's check and cashier's check (Good Funds).

**4.4.2. Time of Payment; Available Funds.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH NONPAYING PARTY WILL BE IN DEFAULT.** Buyer represents that Buyer, as of the date of this Contract,  Does  Does Not have funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

**4.5. New Loan.**

**4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2 (Seller Concession), if applicable, must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

**4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to Buyer, including a different loan than initially sought, except as restricted in § 4.5.3 (Loan Limitations) or § 30 (Additional Provisions).

**4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:  Conventional  FHA  VA  Bond  Other *Any financing acceptable to buyer.*

**4.5.4. Loan Estimate – Monthly Payment and Loan Costs.** Buyer is advised to review the terms, conditions and costs of Buyer's New Loan carefully. If Buyer is applying for a residential loan, the lender generally must provide Buyer with a Loan Estimate within three days after Buyer completes a loan application. Buyer also should obtain an estimate of the amount of Buyer's monthly mortgage payment.

**4.6. Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance set forth in § 4.1 (Price and Terms), presently payable at \$ per including principal and interest presently at the rate of % per annum and also including escrow for the following as indicated:  Real Estate Taxes  Property Insurance Premium  Mortgage Insurance Premium and .

Buyer agrees to pay a loan transfer fee not to exceed \$. At the time of assumption, the new interest rate will not exceed % per annum and the new payment will not exceed \$ per principal and interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which causes the amount of cash required from Buyer at Closing to be increased by more than \$ , or if any other terms or provisions of the loan change, Buyer has the Right to Terminate under § 25.1 on or before **Closing Date.**

Seller  Will  Will Not be released from liability on said loan. If applicable, compliance with the requirements for release from liability will be evidenced by delivery  on or before **Loan Transfer Approval Deadline**  at Closing of an appropriate letter of commitment from lender. Any cost payable for release of liability will be paid by in an amount not to exceed \$.

**4.7. Seller or Private Financing.** (Omitted as inapplicable)

**TRANSACTION PROVISIONS**

**5. FINANCING CONDITIONS AND OBLIGATIONS.**

**5.1. New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

**5.2. New Loan Review.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the New Loan is satisfactory to Buyer, including its availability, payments, interest rate, terms, conditions and cost. This condition is for the sole benefit of Buyer. Buyer has the Right to Terminate under § 25.1, on or before **New Loan Termination Deadline**, if the New Loan is not satisfactory to Buyer, in Buyer's sole subjective discretion. Buyer does not have a Right to Terminate based on the New Loan if the objection is based on the Appraised Value (defined below) or the Lender Requirements (defined below). **IF SELLER IS NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title, Survey).

**5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash

at Closing is less than as set forth in § 4.1 of this Contract, Seller has the Right to Terminate under § 25.1, on or before Closing. If Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 25.1, on or before **Disapproval of Buyer's Credit Information Deadline**.

**5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 25.1, on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 25.1, on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

## 6. APPRAISAL PROVISIONS.

**6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be valued at the Appraised Value.

**6.2. Appraisal Condition.** The applicable appraisal provision set forth below applies to the respective loan type set forth in § 4.5.3, or if a cash transaction (i.e. no financing), § 6.2.1 applies.

**6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal Objection Deadline**:

**6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated; or

**6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

**6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the Appraisal Objection before such termination, i.e., on or before expiration of **Appraisal Resolution Deadline**.

**6.2.2. FHA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not be obligated to complete the purchase of the Property described herein or to incur any penalty by forfeiture of Earnest Money deposits or otherwise unless the purchaser (Buyer) has been given, in accordance with HUD/FHA or VA requirements, a written statement issued by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender, setting forth the appraised value of the Property of not less than \$ . The purchaser (Buyer) shall have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The purchaser (Buyer) should satisfy himself/herself that the price and condition of the Property are acceptable.

**6.2.3. VA.** It is expressly agreed that, notwithstanding any other provisions of this Contract, the purchaser (Buyer) shall not incur any penalty by forfeiture of Earnest Money or otherwise or be obligated to complete the purchase of the Property described herein, if the Contract Purchase Price or cost exceeds the reasonable value of the Property established by the Department of Veterans Affairs. The purchaser (Buyer) shall, however, have the privilege and option of proceeding with the consummation of this Contract without regard to the amount of the reasonable value established by the Department of Veterans Affairs.

**6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs, including any specified in the Appraisal (Lender Requirements) to be made to the Property (e.g., roof repair, repainting), beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following Seller's receipt of the Lender Requirements, or Closing, unless prior to termination: (1) the parties enter into a written agreement to satisfy the Lender Requirements; (2) the Lender Requirements have been completed; or (3) the satisfaction of the Lender Requirements is waived in writing by Buyer.

**6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by  Buyer  Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's agent or all three.

**7. OWNERS' ASSOCIATION.** This Section is applicable if the Property is located within a Common Interest Community and subject to the declaration (Association).

**7.1. Common Interest Community Disclosure. THE PROPERTY IS LOCATED WITHIN A**

406 COMMON INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE  
407 OWNER OF THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION  
408 FOR THE COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF  
409 THE ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE  
410 FINANCIAL OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY  
411 ASSESSMENTS OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE  
412 ASSOCIATION COULD PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT.  
413 THE DECLARATION, BYLAWS AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE  
414 OWNER FROM MAKING CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE  
415 ASSOCIATION (OR A COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION.  
416 PURCHASERS OF PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE  
417 THE FINANCIAL OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD  
418 CAREFULLY READ THE DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND  
419 REGULATIONS OF THE ASSOCIATION.  
420  
421  
422  
423

424 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association  
425 Documents (defined below), at Seller's expense, on or before **Association Documents Deadline**. Seller  
426 authorizes the Association to provide the Association Documents to Buyer, at Seller's expense. Seller's obligation  
427 to provide the Association Documents is fulfilled upon Buyer's receipt of the Association Documents, regardless of  
428 who provides such documents.  
429

430 **7.3. Association Documents.** Association documents (Association Documents) consist of the  
431 following:

432 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization,  
433 operating agreements, rules and regulations, party wall agreements and the Association's responsible governance  
434 policies adopted under § 38-33.3-209.5, C.R.S.;

435 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or  
436 managers' meetings; such minutes include those provided under the most current annual disclosure required  
437 under § 38-33.3-209.4, C.R.S. (Annual Disclosure) and minutes of meetings, if any, subsequent to the minutes  
438 disclosed in the Annual Disclosure. If none of the preceding minutes exist, then the most recent minutes, if any (§§  
439 7.3.1 and 7.3.2, collectively, Governing Documents); and  
440

441 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual  
442 Disclosure, including, but not limited to, property, general liability, association director and officer professional  
443 liability and fidelity policies. The list must include the company names, policy limits, policy deductibles, additional  
444 named insureds and expiration dates of the policies listed (Association Insurance Documents);  
445

446 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special  
447 assessments as disclosed in the Association's last Annual Disclosure;  
448

449 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's  
450 operating budget for the current fiscal year, (2) the Association's most recent annual financial statements, including  
451 any amounts held in reserve for the fiscal year immediately preceding the Association's last Annual Disclosure, (3)  
452 the results of the Association's most recent available financial audit or review, (4) list of the fees and charges  
453 (regardless of name of title of such fees or charges) that the Association's community association manager or  
454 Association will charge in connection with the Closing including, but not limited to, any fee incident to the issuance  
455 of the Association's statement of assessments (Status Letter), any rush or update fee charged for the Status  
456 Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents,  
457 (5) list of all assessments required to be paid in advance, reserves or working capital due at Closing and (6)  
458 reserve study, if any (§§ 7.3.4 and 7.3.5, collectively, Financial Documents);  
459

460 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under §  
461 38-33.3-303.5, C.R.S. within the past six months and the result of whether the Association approved or  
462 disapproved such action (Construction Defect Documents). Nothing in this Section limits the Seller's obligation to  
463 disclose adverse material facts as required under § 10.2 (Disclosure of Adverse Material Facts; Subsequent  
464 Disclosure; Present Condition) including any problems or defects in the common elements or limited common  
465 elements of the Association property.  
466

467 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer  
468 has the Right to Terminate under § 25.1, on or before **Association Documents Termination Deadline**, based on  
469 any unsatisfactory provision in any of the Association Documents, in Buyer's sole subjective discretion. Should  
470 Buyer receive the Association Documents after **Association Documents Deadline**, Buyer, at Buyer's option, has  
471 the Right to Terminate under § 25.1 by Buyer's Notice to Terminate received by Seller on or before ten days after  
472 Buyer's receipt of the Association Documents. If Buyer does not receive the Association Documents, or if Buyer's  
473 Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to  
474 Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate  
475 within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any  
476 Right to Terminate under this provision, notwithstanding the provisions of § 8.6 (Right of First Refusal or Contract  
477 Approval).  
478  
479  
480  
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482  
483

## 484 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

### 485 **8.1. Evidence of Record Title.**

486



487  **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title  
 488 insurance company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title**  
 489 **Deadline**, Seller must furnish to Buyer, a current commitment for an owner's title insurance policy (Title  
 490 Commitment), in an amount equal to the Purchase Price, or if this box is checked,  an **Abstract of Title** certified  
 491 to a current date. Seller will cause the title insurance policy to be issued and delivered to Buyer as soon as  
 492 practicable at or after Closing.

493  **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title  
 494 insurance company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title**  
 495 **Deadline**, Buyer must furnish to Seller, a current commitment for owner's title insurance policy (Title Commitment),  
 496 in an amount equal to the Purchase Price.

497 If neither box in § 8.1.1 or § 8.1.2 is checked, § 8.1.1 applies.

498 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment  **Will**  **Will Not** contain  
 499 Owner's Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure  
 500 over the standard exceptions which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey  
 501 matters, (4) unrecorded mechanics' liens, (5) gap period (period between the effective date and time of  
 502 commitment to the date and time the deed is recorded) and (6) unpaid taxes, assessments and unredeemed tax  
 503 sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by  Buyer   
 504 Seller  **One-Half by Buyer and One-Half by Seller**  **Other**.

505 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete  
 506 or insure over any or all of the standard exceptions for OEC. The Title Insurance Company may require a New  
 507 Survey or New ILC, defined below, among other requirements for OEC. If the Title Insurance Commitment is not  
 508 satisfactory to Buyer, Buyer has a right to object under § 8.5 (Right to Object to Title, Resolution).

509 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats,  
 510 declarations, covenants, conditions and restrictions burdening the Property and (2) copies of any other documents  
 511 (or, if illegible, summaries of such documents) listed in the schedule of exceptions (Exceptions) in the Title  
 512 Commitment furnished to Buyer (collectively, Title Documents).

513 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**,  
 514 copies of all Title Documents. This requirement pertains only to documents as shown of record in the office of the  
 515 clerk and recorder in the county where the Property is located. The cost of furnishing copies of the documents  
 516 required in this Section will be at the expense of the party or parties obligated to pay for the owner's title insurance  
 517 policy.

518 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title  
 519 covering all or any portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title**  
 520 **Deadline**.

521 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment  
 522 and any of the Title Documents as set forth in § 8.5 (Right to Object to Title, Resolution) on or before **Record Title**  
 523 **Objection Deadline**. Buyer's objection may be based on any unsatisfactory form or content of Title Commitment  
 524 or Abstract of Title, notwithstanding § 13, or any other unsatisfactory title condition, in Buyer's sole subjective  
 525 discretion. If the Abstract of Title, Title Commitment or Title Documents are not received by Buyer on or before the  
 526 **Record Title Deadline**, or if there is an endorsement to the Title Commitment that adds a new Exception to title, a  
 527 copy of the new Exception to title and the modified Title Commitment will be delivered to Buyer. Buyer has until the  
 528 earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any required  
 529 Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title  
 530 Documents, or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or  
 531 Notice of Title Objection, pursuant to this § 8.2 (Record Title), any title objection by Buyer is governed by the  
 532 provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any,  
 533 to deliver to Buyer all documents required by § 8.1 (Evidence of Record Title) and Seller does not receive Buyer's  
 534 Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts the  
 535 condition of title as disclosed by the Abstract of Title, Title Commitment and Title Documents as satisfactory.

536 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies  
 537 of all existing surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements,  
 538 liens (including, without limitation, governmental improvements approved, but not yet installed) or other title  
 539 matters (including, without limitation, rights of first refusal and options) not shown by public records, of which Seller  
 540 has actual knowledge (Off-Record Matters). This Section excludes any New ILC or New Survey governed under §  
 541 9 (New ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right  
 542 in the Property not shown by public records (e.g., unrecorded easement, boundary line discrepancy or water  
 543 rights). Buyer's Notice to Terminate or Notice of Title Objection of any unsatisfactory condition (whether disclosed  
 544 by Seller or revealed by such inspection, notwithstanding § 8.2 (Record Title) and § 13 (Transfer of Title)), in  
 545 Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record Title Objection Deadline**.  
 546 If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the earlier of  
 547 Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives  
 548 Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3 (Off-Record Title), any title objection  
 549 by Buyer is governed by the provisions set forth in § 8.5 (Right to Object to Title, Resolution). If Seller does not  
 550 receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer  
 551 accepts title subject to such Off-Record Matters and rights, if any, of third parties not shown by public records of

568 which Buyer has actual knowledge.

569 **8.4. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL  
570 OBLIGATION INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON  
571 THE TAXABLE PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE  
572 PLACED AT RISK FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT  
573 WHERE CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE  
574 SUCH INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE  
575 THE SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY  
576 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY  
577 OBTAINING FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY  
578 CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

582 A tax certificate from the respective county treasurer listing any special taxing districts that effect the  
583 Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located  
584 within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion,  
585 Buyer may object, on or before **Record Title Objection Deadline**. If the Tax Certificate shows that the Property is  
586 included in a special taxing district and is received by Buyer after the **Record Title Deadline**, Buyer has until the  
587 earlier of Closing or ten days after receipt by Buyer to review and object to the Property's inclusion in a special  
588 taxing district as unsatisfactory to Buyer.

591 **8.5. Right to Object to Title, Resolution.** Buyer's right to object, in Buyer's sole subjective discretion, to  
592 any title matters includes those matters set forth in § 8.2 (Record Title), § 8.3 (Off-Record Title), § 8.4 (Special  
593 Taxing District) and § 13 (Transfer of Title). If Buyer objects to any title matter, on or before the applicable deadline,  
594 Buyer has the following options:

596 **8.5.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title  
597 matter (Notice of Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a  
598 written settlement thereof on or before **Title Resolution Deadline**, this Contract will terminate on the expiration of  
599 **Title Resolution Deadline**, unless Seller receives Buyer's written withdrawal of Buyer's Notice of Title Objection  
600 (i.e., Buyer's written notice to waive objection to such items and waives the Right to Terminate for that reason), on  
601 or before expiration of **Title Resolution Deadline**. If either the **Record Title Deadline** or the **Off-Record Title**  
602 **Deadline**, or both, are extended pursuant to § 8.2 (Record Title), § 8.3 (Off-Record Title) or § 8.4 (Special Taxing  
603 Districts), the **Title Resolution Deadline** also will be automatically extended to the earlier of Closing or fifteen days  
604 after Buyer's receipt of the applicable documents; or

607 **8.5.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under §  
608 25.1, on or before the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole  
609 subjective discretion.

611 **8.6. Right of First Refusal or Contract Approval.** If there is a right of first refusal on the Property or a  
612 right to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of  
613 such right. If the holder of the right of first refusal exercises such right or the holder of a right to approve  
614 disapproves this Contract, this Contract will terminate. If the right of first refusal is waived explicitly or expires, or  
615 the Contract is approved, this Contract will remain in full force and effect. Seller must promptly notify Buyer in  
616 writing of the foregoing. If expiration or waiver of the right of first refusal or approval of this Contract has not  
617 occurred on or before **Right of First Refusal Deadline**, this Contract will then terminate.

619 **8.7. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should  
620 be reviewed carefully. Additionally, other matters not reflected in the Title Documents may affect the title,  
621 ownership and use of the Property, including, without limitation, boundary lines and encroachments, set-back  
622 requirements, area, zoning, building code violations, unrecorded easements and claims of easements, leases and  
623 other unrecorded agreements, water on or under the Property, and various laws and governmental regulations  
624 concerning land use, development and environmental matters.

627 **8.7.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**  
628 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER**  
629 **OF THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR**  
630 **WATER RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS,**  
631 **GEOTHERMAL ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH**  
632 **INTERESTS MAY GIVE THEM RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO**  
633 **ACCESS THE MINERAL ESTATE, OIL, GAS OR WATER.**

636 **8.7.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY**  
637 **TO ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**  
638 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**  
639 **RECORDER.**

641 **8.7.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR**  
642 **ADJACENT TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL**  
643 **COMPLETION OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING**  
644 **WELLS, REWORKING OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

646 **8.7.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**  
647 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**  
648 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**

**AND GAS CONSERVATION COMMISSION.**

**8.7.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or not covered by the owner's title insurance policy.

**8.8. Consult an Attorney.** Buyer is advised to timely consult legal counsel with respect to all such matters as there are strict time limits provided in this Contract (e.g., **Record Title Objection Deadline** and **Off-Record Title Objection Deadline**).

**9. NEW ILC, NEW SURVEY.**

**9.1. New ILC or New Survey.** If the box is checked, a: 1)  **New Improvement Location Certificate (New ILC)**; or, 2)  **New Survey** in the form of ; is required and the following will apply:

**9.1.1. Ordering of New ILC or New Survey.**  **Seller**  **Buyer** will order the New ILC or New Survey. The New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date after the date of this Contract.

**9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before Closing, by:  **Seller**  **Buyer** or:

**9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of the opinion of title if an Abstract of Title) and will receive a New ILC or New Survey on or before **New ILC or New Survey Deadline**.

**9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to all those who are to receive the New ILC or New Survey.

**9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to Seller incurring any cost for the same.

**9.3. New ILC or New Survey Objection.** Buyer has the right to review and object to the **New ILC or New Survey**. If the **New ILC or New Survey** is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3 or § 13:

**9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract is terminated;

or

**9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be shown or is shown in the **New ILC or New Survey** that is unsatisfactory and that Buyer requires Seller to correct.

**9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the **New ILC or New Survey Objection** before such termination, i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**.

**DISCLOSURE, INSPECTION AND DUE DILIGENCE****10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE, AND SOURCE OF WATER.**

**10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller to Seller's actual knowledge and current as of the date of this Contract.

**10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

**10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections (by one or more third parties, personally or both) of the Property and Inclusions (Inspection), at Buyer's expense. If (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g., heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's sole subjective discretion, Buyer may:

**10.3.1. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a



730 written description of any unsatisfactory condition that Buyer requires Seller to correct; or

731 **10.3.2. Terminate.** On or before the **Inspection Termination Deadline**, notify Seller in writing,

732 pursuant to § 25.1, that this Contract is terminated due to any unsatisfactory condition. **Inspection Termination**

733 **Deadline will be on the earlier of Inspection Resolution Deadline or the date specified in § 3.1 for**

734 **Inspection Termination Deadline.**

735 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before

736 **Inspection Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or

737 **before Inspection Resolution Deadline**, this Contract will terminate on **Inspection Resolution Deadline** unless

738 Seller receives Buyer's written withdrawal of the Inspection Objection before such termination, i.e., on or before

739 expiration of **Inspection Resolution Deadline**.

740 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other

741 written agreement between the parties, is responsible for payment for all inspections, tests, surveys, engineering

742 reports, or other reports performed at Buyer's request (Work) and must pay for any damage that occurs to the

743 Property and Inclusions as a result of such Work. Buyer must not permit claims or liens of any kind against the

744 Property for Work performed on the Property. Buyer agrees to indemnify, protect and hold Seller harmless from

745 and against any liability, damage, cost or expense incurred by Seller and caused by any such Work, claim, or lien.

746 This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against any

747 such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal

748 fees and expenses. The provisions of this Section survive the termination of this Contract. This § 10.4 does not

749 apply to items performed pursuant to an Inspection Resolution.

750 **10.5. Insurability.** Buyer has the right to review and object to the availability, terms and conditions of and

751 premium for property insurance (Property Insurance). Buyer has the Right to Terminate under § 25.1, on or before

752 **Property Insurance Termination Deadline**, based on any unsatisfactory provision of the Property Insurance, in

753 Buyer's sole subjective discretion.

754 **10.6. Due Diligence.**

755 **10.6.1. Due Diligence Documents.** If the respective box is checked, Seller agrees to deliver

756 copies of the following documents and information pertaining to the Property (Due Diligence Documents) to Buyer

757 on or before **Due Diligence Documents Delivery Deadline**:

758  **10.6.1.1.** All current leases, including any amendments or other occupancy agreements,

759 pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive

760 Closing are as follows (Leases):

761  **10.6.1.2.** Other documents and information:

762 **1. Due Diligence Documents to be delivered by Seller to Buyer on or before the Due Diligence**

763 **Documents Delivery Deadline pursuant to § 10.6.1 include copies of any of the following, to the**

764 **extent the following exist and are in Seller's possession or control: utility bills and property tax**

765 **statements relating to the Property for the last 12 months; architectural drawings, blueprints, as-**

766 **built construction plans and any other plans or specifications regarding any improvements on or**

767 **to the Property; certificate(s) of occupancy or other governmental approval(s) regarding any**

768 **improvements on or to the Property; warranties, manuals, instructional brochures or similar**

769 **materials relating to the Property or Inclusions, or their use, operation or maintenance; inspection,**

770 **soil, drainage, percolation and similar reports relating to the Property.**

771 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and

772 object to Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are

773 unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents**

774 **Objection Deadline**:

775 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 25.1, that this Contract

776 is terminated; or

777 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of

778 any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

779 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection

780 is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have

781 not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this

782 Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written

783 withdrawal of the Due Diligence Documents Objection before such termination, i.e., on or before expiration of **Due**

784 **Diligence Documents Resolution Deadline**.

785 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that

786 certain property owned by Buyer and commonly known as . Buyer has the Right to Terminate under § 25.1

787 effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such

788 property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not

789 receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate

790 under this provision.

791 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer

792 **Does**  **Does Not** acknowledge receipt of a copy of Seller's Property Disclosure or Source of

793 Water Addendum disclosing the source of potable water for the Property.  There is **No Well**. Buyer  **Does**

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811 Does Not acknowledge receipt of a copy of the current well permit.  
 812 Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND  
 813 WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE)  
 814 TO DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.  
 815

816 10.9. Existing Leases; Modification of Existing Leases; New Leases. [Intentionally Deleted]  
 817

818 10.10. Lead-Based Paint

819 10.10.1. Lead-Based Paint Disclosure. Unless exempt, if the Property includes one or more  
 820 residential dwellings constructed or a building permit was issued prior to January 1, 1978, for the benefit of Buyer,  
 821 Seller and all required real estate licensees must sign and deliver to Buyer a completed Lead-Based Paint  
 822 Disclosure (Sales) form on or before the Lead-Based Paint Disclosure Deadline. If Buyer does not timely receive  
 823 the Lead-Based Paint Disclosure, Buyer may waive the failure to timely receive the Lead-Based Paint Disclosure,  
 824 or Buyer may exercise Buyer's Right to Terminate under § 25.1 by Seller's receipt of Buyer's Notice to Terminate  
 825 on or before the expiration of the Lead-Based Paint Termination Deadline.  
 826

827 10.10.2. Lead-Based Paint Assessment. If Buyer elects to conduct or obtain a risk  
 828 assessment or inspection of the Property for the presence of Lead-Based Paint or Lead-Based Paint hazards,  
 829 Buyer has a Right to Terminate under § 25.1 by Seller's receipt of Buyer's Notice to Terminate on or before the  
 830 expiration of the Lead-Based Paint Termination Deadline. If Buyer's Notice to Terminate would otherwise be  
 831 required to be received by Seller after Closing Date, Buyer's Notice to Terminate must be received by Seller on or  
 832 before Closing. Buyer may elect to waive Buyer's right to conduct or obtain a risk assessment or inspection of the  
 833 Property for the presence of Lead-Based Paint or Lead-Based Paint hazards. If Seller does not receive Buyer's  
 834 Notice to Terminate within such time, Buyer accepts the condition of the Property relative to any Lead-Based Paint  
 835 as satisfactory and Buyer waives any Right to Terminate under this provision.  
 836

837 10.11. Carbon Monoxide Alarms. Note: If the improvements on the Property have a fuel-fired heater  
 838 or appliance, a fireplace, or an attached garage and include one or more rooms lawfully used for sleeping  
 839 purposes (Bedroom), the parties acknowledge that Colorado law requires that Seller assure the Property has an  
 840 operational carbon monoxide alarm installed within fifteen feet of the entrance to each Bedroom or in a location as  
 841 required by the applicable building code.  
 842

843 10.12. Methamphetamine Disclosure. If Seller knows that methamphetamine was ever  
 844 manufactured, processed, cooked, disposed of, used or stored at the Property, Seller is required to disclose such  
 845 fact. No disclosure is required if the Property was remediated in accordance with state standards and other  
 846 requirements are fulfilled pursuant to § 25-18.5-102, C.R.S., Buyer further acknowledges that Buyer has the right  
 847 to engage a certified hygienist or industrial hygienist to test whether the Property has ever been used as a  
 848 methamphetamine laboratory. Buyer has the Right to Terminate under § 25.1, upon Seller's receipt of Buyer's  
 849 written Notice to Terminate, notwithstanding any other provision of this Contract, based on Buyer's test results that  
 850 indicate the Property has been contaminated with methamphetamine, but has not been remediated to meet the  
 851 standards established by rules of the State Board of Health promulgated pursuant to § 25-18.5-102, C.R.S. Buyer  
 852 must promptly give written notice to Seller of the results of the test.  
 853

854 11. TENANT ESTOPPEL STATEMENTS. [Intentionally Deleted]  
 855  
 856  
 857  
 858

## CLOSING PROVISIONS

859 12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.  
 860

861 12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing  
 862 Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and  
 863 Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's  
 864 lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial  
 865 information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents  
 866 required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and  
 867 complete all customary or reasonably-required documents at or before Closing.  
 868

869 12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions  Are  Are Not  
 870 executed with this Contract.  
 871

872 12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date  
 873 specified as the Closing Date or by mutual agreement at an earlier date. The hour and place of Closing will be as  
 874 designated by Selling broker.  
 875

876 12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of  
 877 service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title  
 878 companies).  
 879

880 13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract,  
 881 including the tender of any payment due at Closing, Seller, provided another deed is not selected, must execute  
 882 and deliver a good and sufficient special warranty deed to Buyer, at Closing. However, if the box is checked, the  
 883 parties agree to use the corresponding deed instead:  
 884  
 885  
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892  general warranty deed  bargain and sale deed  quit claim deed  personal representative's deed  
 893  deed.  
 894

895 **13.1. Special Warranty Deed and General Warranty Deed Exceptions.** If title will be conveyed using a  
 896 special warranty deed or a general warranty deed, title will be conveyed subject to:

897 **13.1.1. General taxes for the year of Closing,**

898 **13.1.2. Distribution utility easements (including cable TV),**

899 **13.1.3. Those specifically described rights of third parties not shown by the public records of**  
 900 **which Buyer has actual knowledge and which were accepted by Buyer in accordance with with § 8.3 (Off-Record**  
 901 **Title) and § 9 (New ILC or New Survey),**

902 **13.1.4. Inclusion of the Property within any special taxing district,**

903 **13.1.5. Any special assessment if the improvements were not installed as of the date of Buyer's**  
 904 **signature hereon, whether assessed prior to or after Closing and**

905 **13.2. Special Warranty Deed.** In addition to the requirements of § 13.1, if title will be conveyed by a  
 906 special warranty deed, Seller will warrant title against all persons claiming by, through or under Seller subject to  
 907 those specific recorded exceptions, if any, created during Seller's ownership of the Property and described by  
 908 reference to recorded documents shown as Exceptions in the Title Documents that are accepted by Buyer in  
 909 accordance with § 8.2 (Record Title) and described in the deed by reference to the specific recording information  
 910 for each recorded document.

911 **13.3. General Warranty Deed.** In addition to the requirements of § 13.1, if title will be conveyed by a  
 912 general warranty deed, Seller will warrant the title subject to those specific recorded exceptions described by  
 913 reference to recorded documents shown as Exceptions in the Title Documents that are accepted by Buyer in  
 914 accordance with § 8.2 (Record Title) and described in the deed by reference to the specific recording information  
 915 for each recorded document.

916 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed  
 917 on any liens or encumbrances securing a monetary sum, including, but not limited to, any governmental liens for  
 918 special improvements installed as of the date of Buyer's signature hereon, whether assessed or not and previous  
 919 years' taxes, will be paid at or before Closing by Seller from the proceeds of this transaction or from any other  
 920 source.

921 **15. CLOSING COSTS, CLOSING FEE, ASSOCIATION FEES AND TAXES.**

922 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and  
 923 all other items required to be paid at Closing, except as otherwise provided herein.

924 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by  
 925  Buyer  Seller  One-Half by Buyer and One-Half by Seller

926  Other

927 **15.3. Status Letter and Record Change Fees.** At least fourteen days prior to Closing Date, Seller  
 928 agrees to promptly request the Association to deliver to Buyer a current Status Letter. Any fees incident to the  
 929 issuance of Association's Status Letter must be paid by  None  Buyer  Seller  One-Half by Buyer and  
 930 **One-Half by Seller.** Any Record Change Fee must be paid by  None  Buyer  Seller  One-Half by  
 931 **Buyer and One-Half by Seller .**

932 **15.4. Local Transfer Tax.**  The Local Transfer Tax of % of the Purchase Price must  
 933 be paid at Closing by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

934 **15.5. Private Transfer Fee.** Private transfer fees and other fees due to a transfer of the Property,  
 935 payable at Closing, such as community association fees, developer fees and foundation fees, must be paid at  
 936 Closing by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller. The Private Transfer fee,  
 937 whether one or more, is for the following association(s): in the total amount of % of the Purchase Price or \$.

938 **15.6. Water Transfer Fees.** The Water Transfer Fees can change. The fees, as of the date of this  
 939 Contract, do not exceed \$30 for:

940  Water Stock/Certificates  Water District

941  Augmentation Membership  Small Domestic Water Company  Town of New Castle and must be  
 942 paid at Closing by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller

943 **15.7. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction  
 944 must be paid when due by  None  Buyer  Seller  One-Half by Buyer and One-Half by Seller.

945 **15.8. FIRPTA and Colorado Withholding.**

946 **15.8.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the  
 947 Seller's proceeds be withheld after Closing when Seller is a foreign person. If required withholding does not occur,  
 948 the Buyer could be held liable for the amount of the Seller's tax, interest and penalties. If the box in this Section is  
 949 checked, Seller represents that Seller  IS a foreign person for purposes of U.S. income taxation. If the box in this  
 950 Section is not checked, Seller represents that Seller is not a foreign person for purposes of U.S. income taxation.  
 951 Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably requested documents to  
 952 verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to withhold such



973 amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or  
 974 if an exemption exists.

975 **15.8.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of  
 976 the Seller's proceeds be withheld after Closing when Seller will not be a Colorado resident after Closing, if not  
 977 otherwise exempt. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably  
 978 requested documents to verify Seller's status. If withholding is required, Seller authorizes Closing Company to  
 979 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if  
 980 withholding applies or if an exemption exists.  
 981  
 982  
 983

984 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.** The following will be prorated to the Closing  
 985 Date, except as otherwise provided:

986 **16.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any and general  
 987 real estate taxes for the year of Closing, based on  Taxes for the Calendar Year Immediately Preceding  
 988 Closing  Most Recent Mill Levy and Most Recent Assessed Valuation, adjusted by any applicable  
 989 qualifying seniors property tax exemption, qualifying disabled veteran exemption or  Other .  
 990

991 **16.2. Rents.** Rents based on  Rents Actually Received  Accrued. At Closing, Seller will  
 992 transfer or credit to Buyer the security deposits for all Leases assigned, or any remainder after lawful deductions  
 993 and notify all tenants in writing of such transfer and of the transferee's name and address. Seller must assign to  
 994 Buyer all Leases in effect at Closing and Buyer must assume Seller's obligations under such Leases.  
 995

996 **16.3. Association Assessments.** Current regular Association assessments and dues (Association  
 997 Assessments) paid in advance will be credited to Seller at Closing. Cash reserves held out of the regular  
 998 Association Assessments for deferred maintenance by the Association will not be credited to Seller except as may  
 999 be otherwise provided by the Governing Documents. Buyer acknowledges that Buyer may be obligated to pay the  
 1000 Association, at Closing, an amount for reserves or working capital. Any special assessment assessed prior to  
 1001 Closing Date by the Association will be the obligation of  Buyer  Seller. Except however, any special  
 1002 assessment by the Association for improvements that have been installed as of the date of Buyer's signature  
 1003 hereon, whether assessed prior to or after Closing, will be the obligation of Seller. Seller represents there are no  
 1004 unpaid regular or special assessments against the Property except the current regular assessments and .  
 1005 Association Assessments are subject to change as provided in the Governing Documents.  
 1006

1007 **16.4. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and .  
 1008

1009 **16.5. Final Settlement.** Unless otherwise agreed in writing, these prorations are final.  
 1010

1011 **17. POSSESSION.** Possession of the Property will be delivered to Buyer on Possession Date at  
 1012 Possession Time, subject to the Leases as set forth in § 10.6.1.1.  
 1013

1014 If Seller, after Closing, fails to deliver possession as specified, Seller will be subject to eviction and will be  
 1015 additionally liable to Buyer for payment of \$ **250** per day (or any part of a day notwithstanding § 18.1) from  
 1016 Possession Date and Possession Time until possession is delivered.  
 1017

1018 Buyer represents that Buyer will occupy the Property as Buyer's principal residence unless the following  
 1019 box is checked, then Buyer  Does Not represent that Buyer will occupy the Property as Buyer's principal  
 1020 residence.  
 1021

1022  If the box is checked, Buyer and Seller agree to execute a Post-Closing Occupancy Agreement.  
 1023  
 1024  
 1025

#### GENERAL PROVISIONS

1026 **18. DAY; COMPUTATION OF PERIOD OF DAYS, DEADLINE.**  
 1027

1028 **18.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United  
 1029 States Mountain Time (Standard or Daylight Savings, as applicable).  
 1030

1031 **18.2. Computation of Period of Days, Deadline.** In computing a period of days (e.g., three days after  
 1032 MEC), when the ending date is not specified, the first day is excluded and the last day is included. If any deadline  
 1033 falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such deadline  Will  Will Not be  
 1034 extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked, the deadline  
 1035 will not be extended.  
 1036  
 1037

1038 **19. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION;  
 1039 AND WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be  
 1040 delivered in the condition existing as of the date of this Contract, ordinary wear and tear excepted.  
 1041

1042 **19.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other  
 1043 perils or causes of loss prior to Closing (Property Damage) in an amount of not more than ten percent of the total  
 1044 Purchase Price and if the repair of the damage will be paid by insurance (other than the deductible to be paid by  
 1045 Seller), then Seller, upon receipt of the insurance proceeds, will use Seller's reasonable efforts to repair the  
 1046 Property before Closing Date. Buyer has the Right to Terminate under § 25.1, on or before Closing Date, if the  
 1047 Property is not repaired before Closing Date, or if the damage exceeds such sum. Should Buyer elect to carry out  
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this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received the insurance proceeds prior to Closing, the parties may agree to extend the Closing Date to have the Property repaired prior to Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

**19.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services), system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 25.1, on or before Closing Date, or, at the option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive Closing.

**19.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation action. Buyer has the Right to Terminate under § 25.1, on or before Closing Date, based on such condemnation action, in Buyer's sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value of the Property or Inclusions but such credit will not include relocation benefits or expenses, or exceed the Purchase Price.

**19.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

**19.5. Home Warranty.** Seller and Buyer are aware of the existence of pre-owned home warranty programs that may be purchased and may cover the repair or replacement of such Inclusions.

**20. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that the respective broker has advised that this Contract has important legal consequences and has recommended the examination of title and consultation with legal and tax or other counsel before signing this Contract.

**21. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract. This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party has the following remedies:

**21.1. If Buyer is in Default:**

**21.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty and the Parties agree the amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

**21.1.2. Liquidated Damages, Applicable.** This § 21.1.2 applies unless the box in § 21.1.1 is checked. Seller may cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money specified in § 4.1 is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is fair and reasonable and (except as provided in §§ 10.4, 22, 23 and 24), said payment of Earnest Money is SELLER'S ONLY REMEDY for Buyer's failure to perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

**21.2. If Seller is in Default:** Buyer may elect to treat this Contract as canceled, in which case all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper. Alternatively, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance or damages, or both.

**22. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration or litigation relating to this Contract, prior to or after Closing Date, the arbitrator or court must award to the prevailing party all reasonable costs and expenses, including attorney fees, legal fees and expenses.

**23. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not



resolved, the parties must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that party's last known address (physical or electronic as provided in § 27). Nothing in this Section prohibits either party from filing a lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This Section will not alter any date in this Contract, unless otherwise agreed.

**24. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the obligation of § 23 (Mediation). This Section will survive cancellation or termination of this Contract.

**25. TERMINATION.**

**25.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory and waives the Right to Terminate under such provision.

**25.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder will be returned to Buyer and the parties are relieved of all obligations hereunder, subject to §§ 10.4, 22, 23 and 24.

**26. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same. Any successor to a party receives the predecessor's benefits and obligations of this Contract.

**27. NOTICE, DELIVERY AND CHOICE OF LAW.**

**27.1. Physical Delivery and Notice.** Any document, or notice to Buyer or Seller must be in writing, except as provided in § 27.2 and is effective when physically received by such party, any individual named in this Contract to receive documents or notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm).

**27.2. Electronic Notice.** As an alternative to physical delivery, any notice, may be delivered in electronic form to Buyer or Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing must be received by the party, not Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or

**27.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

**27.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property located in Colorado.

**28. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 27 on or before **Acceptance Deadline Date and Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such copies taken together are deemed to be

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a full and complete contract between the parties.

**29. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance, Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability, Due Diligence and Source of Water.**

**ADDITIONAL PROVISIONS AND ATTACHMENTS**

**30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

**1. Seller will maintain any yard and landscaping on the Property and deliver the same in the condition existing on the date of this Contract. If a dwelling or other structure exists on the Property, Seller will deliver the Property in "Maid Clean" condition. "Maid Clean" is defined as: all carpets professionally cleaned; all appliances professionally cleaned; all floors mopped and/or vacuumed; all bathroom fixtures, tubs and showers professionally cleaned; all windows professionally cleaned; and all trash and personal property removed (except Inclusions to be transferred with the Property). Buyer's rights under § 19.4 include, without limitation, the right to inspect the Property and Inclusions to insure Seller's compliance with this provision.**

**31. OTHER DOCUMENTS.**

**31.1.** The following documents are a part of this Contract:

**31.1.1.** Post-Closing Occupancy Agreement. If the Post-Closing Occupancy Agreement box is checked in § 17 the Post-Closing Occupancy Agreement is a part of this Contract.

**31.2.** The following documents have been provided but are **not** a part of this Contract:

**SIGNATURES**



Buyer: **Ricardo Alexandro Lopez**

Date: **6/13/2019**

**[NOTE: If this offer is being countered or rejected, do not sign this document.]**



**SELLER'S SIGNATURE**

Seller: **Town of New Castle**  
**By: David Reynolds, Town Administrator**

**END OF CONTRACT TO BUY AND SELL REAL ESTATE**

**32. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Buyer)

Broker  Does  Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will

release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Buyer as a  Buyer's Agent  Transaction-Broker in this transaction.  This is a Change of Status

Customer. Broker has no brokerage relationship with Buyer. See § 33 for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by  Listing Brokerage  Buyer  Other .

Brokerage Firm's Name: **Roaring Fork Sotheby's International Realty-Meadows**  
Brokerage Firm's License #: **EC 100038598**

*Clinton Carroll*

Date: 6/13/2019

Broker's Name: **Clinton Carroll**

Broker's License #: **FA 100070000**

Address: **150 W. Meados Dr. Unit 3, Suite 212 Glenwood Springs, CO 81601**

Ph: **970-989-3079** Fax: Email Address: **clinton.carroll.re@gmail.com**

**33. BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.**

(To be completed by Broker working with Seller)

Broker  Does  Does Not  (n/a) acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 24, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Although Broker is not a party to the Contract, Broker agrees to cooperate, upon request, with any mediation requested under § 23.

Broker is working with Seller as a  Seller's Agent  Transaction-Broker  (n/a)  This is a Change of Status.

Customer. Broker has no brokerage relationship with Seller. See § 32 for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by  Seller  Buyer  Other

Brokerage Firm's License #: **EC 40017342**

Broker's License #: **FA100066077**

Brokerage Firm's Name: **The Property Shop, Inc.**

Broker's Name: **Haddie Lopez**

Address: **1117 Grand Avenue Glenwood Springs, CO 81601**

Ph: **970-947-9300** Fax: **970-947-9335** Email Address: [haddie@propertyshopinc.com](mailto:haddie@propertyshopinc.com)

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**CBS1-6-18. CONTRACT TO BUY AND SELL REAL ESTATE (RESIDENTIAL)**

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New Castle Town Council Meeting  
Tuesday, May 7, 2019, 7:00 p.m.

Call to Order

Mayor A Riddile called the meeting to order at 7:00 p.m.

Pledge of Allegiance

Mayor A Riddile asked that everyone remain standing in a moment of silence to honor long-time resident, LaRue Wentz, who had recently passed away.

Roll Call

Present	Councilor Mariscal
	Councilor Owens
	Councilor Hazelton
	Mayor A Riddile
	Councilor Copeland
	Councilor G Riddile
Absent	Councilor Leland

Also present at the meeting were Town Administrator Dave Reynolds, Deputy Town Clerk Mindy Andis,

MOTION: Mayor A Riddile made a motion to excuse Councilor Leland's absence. Councilor Mariscal seconded the motion and it passed unanimously.

Meeting Notice

Deputy Town Clerk Mindy Andis verified that her office gave notice of the meeting in accordance with Resolution TC 2019-1.

Conflicts of Interest

There were no conflicts of interest.

Agenda Changes

There were no agenda changes.

Citizen Comments on Items not on the Agenda

There were no citizen comments.

Consultant Reports

Consultant Attorney – present for agenda items.

Consultant Engineer – not present.

1 Introductions: Officer Charles Bierbaum & Administrative Assistant Bart Mendoza  
2 Police Chief Tony Pagni introduced Officer Charles Bierbaum and described the hiring and  
3 training process he had gone through. Officer Bierbaum greeted the council and said that  
4 he had originally moved to the area in 2004, and was excited to be able to return and to  
5 serve the Town of New Castle.

6 Town Administrator Dave Reynolds introduced Bart Mendoza, Administrative Assistant to  
7 the Town Clerk. He said that the department was happy to have Asst. Mendoza and that  
8 he had jumped into several projects right away, including preparing for the golf cart open  
9 house, and reorganization of the files in the vault. Asst. Mendoza told the council that he  
10 was pleased to be working for New Castle and looked forward to learning.

### 11 12 13 Items for Consideration

14  
15 Consider Resolution TC 2019-8, A Resolution of the Town Council of the Town of  
16 New Castle Adopting a Directory of Fees and Charges for the Town (Amending  
17 Section 2(b)): Impound fees

18 Police Chief Tony Pagni told the council that going back five years, the town had a shelter  
19 agreement with the Talbotts to house dogs that had been picked up. The facility at  
20 Talbotts was unlicensed and posed a potential liability for the town, so Chief Pagni  
21 obtained an agreement with Divide Creek Animal Hospital. He said that Divide Creek had  
22 recently closed their doors and the department had signed an agreement with the Rifle  
23 Animal Shelter. Unfortunately, it was more expensive to use the Rifle Shelter, thus the  
24 change in the fee schedule.

25 MOTION: Mayor A Riddile made a motion to approve Resolution TC 2019-8, A  
26 Resolution of the Town Council of the Town of New Castle Adopting a Directory  
27 of Fees and Charges for the Town (Amending Section 2(b)): Impound fees.  
28 Councilor G Riddile seconded the motion and it passed unanimously.

29  
30  
31 Consider Resolution TC 2019-9, A Resolution of the Town Council of the Town of  
32 New Castle, Colorado Adopting New Castle Rides and Reggae Festival as an  
33 Official Town Function

34 Town Administrator Dave Reynolds told the council that New Castle Trails group had been  
35 in existence for a number of years, and they had done great work improving the trails  
36 system in town. He said that two years ago the group started a summer event that had  
37 grown significantly. In 2019 the event is called Rides & Reggae and the scale of the event  
38 had New Castle Trails concerned about liability issues. Administrator Reynolds said that  
39 the resolution being considered was to officially adopt the Rides & Reggae event as a town  
40 event, and to designate Adam Cornely and Joe Urnise of New Castle Trails as the  
41 organizers of the event. It also placed town staff in a supervisory position.

42 Mr. Joe Urnise told the council that after some discussion with the town attorney, he and  
43 Mr. Cornely believed they could be held personally liable for any mishaps during the  
44 event, and they were uncomfortable.

45 Mayor A Riddile asked if the liquor license would also be held by the town, and Councilor G  
46 Riddile said that it would. He also said the trails group was working on a plan to utilize  
47 ServSafe certified staff members from Colorado Animal Rescue (CARE) who would provide  
48 liquor service for free provided that all tips were donated to CARE. Councilor G Riddile said



1 that Mr. Urnise, Mr. Cornely and himself would also be certified in the event the CARE  
2 staff could not cover all the shifts serving alcohol. Councilor G Riddile said that they would  
3 hire security personnel who would control the entryway/front desk and check guests'  
4 identification.

5 The council questioned why specific persons were named in the resolution. Councilor G  
6 Riddile said that New Castle Trails believed another resolution would have to be passed in  
7 2020 authorizing the event, and that specific volunteers needed to be named because of  
8 C.R.S 24-10-103, and because the town's insurance carrier, CIRSA, needed specific  
9 persons listed on a volunteer list.

10 Councilor Copeland asked why Roaring Fork Mountain Bike Association (RFMBA) did not  
11 sponsor the event since New Castle Trails was a d/b/a of RFMBA. Councilor G Riddile said  
12 that RFMBA held to the policy that they were a bike advocacy organization and not in the  
13 business of planning/organizing events.

14 The council felt that proceeds from the event should come back to the town and New  
15 Castle Trails since it was a town event. Councilor G Riddile said that RFMBA maintained an  
16 account for New Castle Trails and that is where the proceeds would go. After some  
17 discussion, the council agreed that for now, the funds going to an account for New Castle  
18 Trails through RFMBA was fine, but in the future they wanted to streamline the process for  
19 receiving funds.

20 MOTION: Councilor Owens made a motion to approve Resolution TC 2019-9, A  
21 Resolution of the Town Council of the Town of New Castle, Colorado Adopting  
22 New Castle Rides and Reggae Festival as an Official Town Function. Mayor A  
23 Riddile seconded the motion and it passed unanimously.

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25  
26  
27 Mayor A Riddile made a motion at 7:43 p.m. to go into Executive Session (1) for  
28 conference with Town Attorney for purpose of receiving legal advice on specific  
29 legal questions under C.R.S. Section 24-6-402(4)(b); and (2) for purpose of  
30 determining positions relative to matters that may be subject to negotiations,  
31 developing strategy for negotiations, and/or instructing negotiators, under  
32 C.R.S. Section 24-6-402(4)(e) concerning water rights. Councilor Hazelton  
33 seconded the motion and it passed unanimously.

34  
35  
36 Executive session concluded.

37  
38 At the end of the executive session, Mayor A Riddile made the following statement:

39  
40 **"The time is now 8:20 p.m. and the executive session has been concluded. The participants**  
41 **in the executive session were: Councilors Mariscal, Owens and Hazelton; Mayor A Riddile;**  
42 **Councilors Copeland and G Riddile; Town Administrator Dave Reynolds, Town Attorney**  
43 **Haley Carmer, Deputy Town Clerk Mindy Andis and Town Treasurer Loni Burk. For the**  
44 **record, if any person who participated in the executive session believes that any substantial**  
45 **discussion of any matters not included in the motion to go into the executive session**  
46 **occurred during the executive session, or that any improper action occurred during the**  
47 **executive session in violation of the Open Meetings Law, I would ask that you state your**  
48 **concerns for the record."**

1  
2 No concerns were stated.  
3  
4  
5

6 Direction: Microgrid Contract

7 Administrator Reynolds explained that in 2017, the town had entered into a contract with  
8 a company called MicroGrid to purchase solar energy from an industrial-sized solar garden  
9 that had not been built yet. The town and Garfield Clean Energy(GCE) had reviewed the  
10 project and the council subsequently agreed to the contract, and to become a partner and  
11 receive solar credits from the solar grid. He said that staff had been notified that the solar  
12 array had been built and that the town would be under contract. MicroGrid, now called  
13 Pivot Energy, had provided an estoppel agreement with their finance company that  
14 needed a signature from the mayor. Administrator Reynolds said that the document  
15 essentially verified who and what the town was and verified that an agreement had been  
16 signed. Administrator Reynolds said that GCE and Attorney McConaughy had reviewed the  
17 estoppel, and that staff simply needed a motion authorizing either the mayor or  
18 administrator to sign it.

19 MOTION: Mayor A Riddile made a motion to authorize either the mayor or the  
20 town administrator to sign the Pivot Energy subscriber estoppel certificate.  
21 Councilor Mariscal seconded the motion and it passed unanimously.  
22

23 Discussion: Downtown Plan

24 Administrator Reynolds told the council that there was still some concern from Steve  
25 Craven who owned developable land in Castle Valley. Mr. Craven felt the plan would  
26 negatively affect his vested rights in his property. Administrator Reynolds said that he  
27 understood that when the P&Z began their review of the comprehensive plan, they felt  
28 that there was one deficiency in that there was nothing that concentrated on the  
29 downtown area. The Downtown Plan is meant to be a supplement to the Comprehensive  
30 Plan. It is a review document that gives a vision for the downtown. It is not controlling or  
31 binding, rather its purpose was to provide a guideline as to what can happen in the  
32 downtown. The council agreed to place a statement in the executive summary portion of  
33 the Downtown Plan to clarify the purpose of the Downtown Plan.

34 The council and staff reviewed a few points in the plan and felt that it was a good  
35 visionary document.  
36  
37

38 Consent Agenda

39 April Bills of \$429,555.09

40 Capital Deli Hotel & Restaurant Liquor License Renewal

41 Elk Creek Mining Company Hotel & Restaurant Liquor License Renewal

42 MOTION: Mayor A Riddile made a motion to approve the consent agenda.

43 Councilor G Riddile seconded the motion and it passed unanimously.  
44  
45

46 Staff Reports

47 Town Administrator – Administrator Reynolds told the council that the POSTR Committee  
48 got to meet with the local Girl Scout Troop who put together a fantastic presentation for a



1 Buddy Bench at Bear Dance Park. Administrator Reynolds said that the town had been  
2 meeting with some local pastors and were organizing a potluck/memorial service for  
3 LaRue Wentz. Administrator Reynolds told the council that the new officer that Chief Pagni  
4 expected to hire had taken a position elsewhere, so he would be considering another  
5 applicant. He told the council that the starting pay in other jurisdictions was quite a bit  
6 higher than New Castle, and that may be something to consider. Administrator Reynolds  
7 told the council that public works had extended an offer to an applicant who would replace  
8 Greg Jacobs. Administrator Reynolds said that Town Treasurer Loni Burk had done an  
9 amazing job on the annual audit and had impressed the auditor. Administrator Reynolds  
10 told the council that the town was working on a combined river-marketing concept with  
11 some other towns. He said he was also working on a combined project with the Town of  
12 Silt called Sol-Smart which was a recognition program for solar-friendly towns. He said he  
13 hoped to beat out Silt as being more friendly. Administrator Reynolds said that he and  
14 John Wenzel will meet with the public works director and town manager of silt and discuss  
15 the possibility of cooperating on things, such as sharing a street-sweeper or jetting  
16 equipment. It is a deliberate effort by the town managers to be more collaborative up and  
17 down the valley. Administrator Reynolds said staff was working on the golf cart idea, and  
18 he said that Cinco de Mayo had gone very well. Administrator Reynolds said that he would  
19 be out the following Wednesday and part of Thursday.

20 Town Clerk – Deputy Clerk Andis told the council that her department was training  
21 Administrative Assistant Bart Mendoza who was doing very well, and learning quickly. She  
22 said they had preliminary discussions with Planner Smith about having Asst. Mendoza  
23 assist the building department. Mayor A Riddile asked how the change in office hours was  
24 working. Administrator Reynolds said that he thought perhaps it was too early to tell, but  
25 there had not been any push back from the public. Deputy Clerk Andis said that the hours  
26 had been helpful since they were training a new employee. Administrator Reynolds said  
27 that in the few cases where people have asked him about the hours, the perception is that  
28 there was some cost savings in the hours change, and gave some possible awareness to  
29 staff efficiencies and budget concerns.

30 Town Treasurer – Treasurer Burk told the council that although the audit was difficult, it  
31 was a great opportunity to learn about everything regarding the town finances. She said  
32 she was scheduled to go to Utah for some Caselle training.

33 Town Planner – nothing to report.

34 Public Works Director – nothing to report.

35

36 Commission Reports

37 Planning & Zoning Commission – nothing to report.

38 Historic Preservation Commission – nothing to report.

39 Climate Action Advisory Committee – nothing to report.

40 Senior Program – Councilor Mariscal said that she had been unable to attend the meeting,  
41 so Clerk Harrison had gone instead.

42 RFTA – nothing to report.

43 AGNC – Councilor Hazelton said there had not been anything earth-shattering at the last  
44 meeting.

45 GCE – nothing to report.

46 EAB – Mayor A Riddile said he had attended the energy symposium and learned that in  
47 the six-county of the Western Slope, there were more than 11,000 jobs related directly  
48 and indirectly to oil and gas. There were 66,600 industry jobs. The gross domestic product

1 of the region was 1.1 billion. Administrator Reynolds said another interesting item was  
2 that the forecast for severance tax revenues was supposed to climb slightly. Mayor A  
3 Riddile said that the Jordan Cove project was supposed to be up and running by 2025.  
4

5 Council Comments

6 Councilor Owens asked if anyone knew when Burning Mountain Bakery would open.  
7 Administrator Reynolds said no. Councilor Copeland said that she heard it wouldn't be  
8 until 2020.

9 Councilor Owens said he understood EAT Bistro was expanding, and Administrator  
10 Reynolds confirmed that was true, they EAT would expand towards the west, and had  
11 been approved at HPC. He said they were working with Planner Smith on their building  
12 permits.

13 Councilor Owens asked after Colton Odykirk. Treasurer Burk said Colton would return to  
14 Colorado the following week.

15 Councilor Mariscal said she had been invited to be a speaker at Women In Government  
16 and it was interesting to understand how poorly women are treated on other councils, and  
17 she thanked the council for being so supportive. She said the conference was really great.

18 Councilor Copeland said it was interesting learning how other women communicate in  
19 government.

20  
21 MOTION: Councilor Owens made a motion to adjourn. Mayor A Riddile seconded  
22 the motion and it passed unanimously.  
23

24 The meeting adjourned at 8:55 p.m.  
25

26  
27 Respectively submitted,  
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32 \_\_\_\_\_  
33 Mayor Art Riddile  
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37 Town Clerk Melody Harrison, CMC  
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**New Castle Town Council Meeting  
Tuesday, May 21, 2019, 7:00 p.m.**

**Call to Order**

Mayor A Riddile called the meeting to order at 7:00 p.m.

**Pledge of Allegiance**

**Roll Call**

Present	Councilor Mariscal Councilor Owens Councilor Hazelton Mayor A Riddile Councilor Copeland Councilor Leland Councilor G Riddile
Absent	None

Also present at the meeting were Town Administrator Dave Reynolds, Town Clerk Melody Harrison, Public Works Director John Wenzel, Town Treasurer Loni Burk, Utilities Supervisor Daniel Becker and members of the public.

**Meeting Notice**

Town Clerk Melody Harrison verified that her office gave notice of the meeting in accordance with Resolution TC 2019-1.

**Conflicts of Interest**

There were no conflicts of interest.

**Agenda Changes**

Town Attorney David McConaughy explained to the council that the executive session was regarding a Ware and Hinds Ditch shares contract, and he asked for the change to the agenda to include a motion to approve those contracts. The council agreed.

**Citizen Comments on Items not on the Agenda**

There were no citizen comments.

**Consultant Reports**

Consultant Attorney – present for agenda items.  
Consultant Engineer – not present.

**Items for Consideration**

**Councilor Bruce Leland – Spellebration**

1 Councilor Leland explained to the council that the New Castle Spellebration team, the  
2 New Castle Blues, had tied for first place at the 2019 Spellebration event. He  
3 presented Town Planner Paul Smith, Special Events Coordinator Debbie Nichols and  
4 Town Clerk Melody Harrison with 1<sup>st</sup> Place trophies. He also gave them a photo of the  
5 team at the event. In addition, the team would have the opportunity to keep the  
6 Literacy Outreach trophy for a time.  
7 The council congratulated the team for their win.  
8

9 Recess the Town Council Meeting, Convene as the Local Liquor Licensing Authority  
10 **MOTION: Councilor Leland made a motion to recess the Town Council**  
11 **Meeting and to convene as the Local Liquor License Authority. Mayor A**  
12 **Riddile seconded the motion and it passed unanimously.**  
13

14 **Consider a Special Events Liquor License Application from the Town of New**  
15 **Castle for the New Castle Trails Rides and Reggae Event on August 10, 2019**  
16 **in VIX Ranch Park**

17 Clerk Harrison told the council that New Castle Trails representative Adam Cornely  
18 was unable to attend the meeting because he was in Denver.  
19 Clerk Harrison said that the liquor license application had come to the council in early  
20 February, and the council had voiced concern regarding the length of time that alcohol  
21 would be served and the liability issues related to the town holding the license for an  
22 event that was not a town event. She said that since that time, staff had worked with  
23 New Castle Trails representatives Adam Cornely and Joe Urnise, Attorney  
24 McConaughy, the town's insurance company CIRSA and their Director, Tami Tonoue.  
25 The result was a resolution that adopted the event as a town event and authorized  
26 Adam Cornely and Joe Urnise as volunteer organizers of the event. The council had  
27 approved the resolution at the May 7, 2019 council meeting. The resolution placed the  
28 event under the umbrella of the town's insurance coverage without the need for  
29 further riders or applications. Clerk Harrison said that Mr. Cornely had submitted a  
30 serving plan that included the use of a third-party for alcohol service and the  
31 utilization of security personnel to ID check and wrist bands.  
32 Clerk Harrison said that the application was complete, all fees had been paid and that  
33 staff recommended approval.

34 **MOTION: Councilor Leland made a motion to approve the Town of New Castle**  
35 **special events liquor license application for the New Castle Trails Rides and**  
36 **Reggae Event on August 10, 2019 with the conditions that there would be a**  
37 **100% identification check, that all servers would be ServSafe or TIPs**  
38 **certified and that New Castle Trails would provide a staffing schedule for**  
39 **alcohol service. Councilor Copeland seconded the motion and it passed**  
40 **unanimously.**  
41

42 **Consider a Special Events liquor License Application from the New Castle**  
43 **Community Market for the Community Market Sampling Garden in Burning**  
44 **Mountain Park on July 25, August 8 and September 12, 2019**

45 Clerk Harrison told the council that Noreen Nolan and New Castle Community Market  
46 were now a 501c-3 designated non-profit organization and were eligible to hold  
47 special events liquor licenses. Clerk Harrison said that for several years the town had  
48 held licenses for sampling gardens at the market during which the two liquor stores in  
49 town could bring in beer and wine vendors. She also said that Ms. Nolan and other  
50 members of the community market were ServSafe certified, that the application was

1 complete and all fees had been paid. Clerk Harrison said that staff recommended  
2 approval.

3 Ms. Nolan told the council that the first two sampling gardens would feature each of  
4 the town's liquor stores, and the third sampling garden would feature the Brew Pub in  
5 conjunction with the chili roast.

6 **MOTION: Mayor A Riddile made a motion to approve the special events liquor**  
7 **license application from the New Castle Community Market for the New**  
8 **Castle Community Market Sampling Garden in Burning Mountain Park on July**  
9 **25, August 8 and September 12, 2019. Councilor Mariscal seconded the**  
10 **motion and it passed unanimously.**

11  
12 **Consider a Special Event Liquor License from the Community Market for the**  
13 **Ritter Plaza Music in the Park Event in Ritter Plaza on June 23 and July 19,**  
14 **2019**

15 Clerk Harrison explained that the Downtown Alliance was the organization who held  
16 the Ritter Plaza Music in the Park event; however, they were not eligible to hold a  
17 liquor license. Noreen Nolan and the New Castle Community Market had agreed to  
18 hold the liquor license on behalf of the Downtown Alliance. Clerk Harrison said that  
19 the members of the Downtown Alliance had been ServSafe certified, the application  
20 was complete and all the fees had been paid. Clerk Harrison said that staff  
21 recommended approval.

22 **MOTION: Councilor Hazelton made a motion to approve the special events**  
23 **liquor license application from the New Castle Community Market for the**  
24 **Ritter Plaza Music in the Park Event on June 23 and July 19, 2019. Councilor**  
25 **Mariscal seconded the motion and it passed unanimously.**

26  
27  
28 Adjourn the Local Liquor Licensing Authority, Reconvene the Town Council Meeting  
29 **Mayor A Riddile made a motion to adjourn the local liquor licensing authority**  
30 **and reconvene the town council meeting. Councilor G Riddile seconded the**  
31 **motion and it passed unanimously.**

32  
33  
34 ~~**Executive Session (1) for conference with Town Attorney for purpose of**~~  
35 ~~**receiving legal advice on specific legal questions under C.R.S. Section 24-6-**~~  
36 ~~**402(4)(b); and (2) for purpose of determining positions relative to matters**~~  
37 ~~**that may be subject to negotiations, developing strategy for negotiations,**~~  
38 ~~**and/or instructing negotiators, under C.R.S. Section 24-6-402(4)(e)**~~  
39 ~~**concerning the purchase of Ware & Hinds Ditch shares - Cancelled**~~

40  
41 Town Attorney David McConaughy told the council that unless the Council felt it was  
42 necessary, he did not see a need for the executive session. He told them there was a  
43 confidential memo they could review. He explained that the contracts were to provide  
44 the town the opportunity to review the eighteen shares of Ware & Hinds Ditch water  
45 rights for thirty days. He said that the recommendation was to authorize Town  
46 Administrator Dave Reynolds to sign the contracts that gave staff a thirty-day free  
47 look at the shares to do some due diligence investigation as to the value of the  
48 shares. Attorney McConaughy said that the value to the town would be to use them  
49 in connection with some future water rights application where it would determine the  
50 acreage that the shares historically irrigated, dry that up and then use it to support a  
51 water rights augmentation plan for future uses. Attorney McConaughy said that the

1 town had been charging a water rights cash-in-lieu fee for some time and banking the  
2 funds for opportunities such as this where the town could purchase senior water  
3 rights. He reminded the council that in 2002 the town's rights had been called. The  
4 Ware & Hinds shares were generally the senior rights on Elk Creek, and purchasing  
5 them could prevent the town's rights from being called in the future. Attorney  
6 McConaughy said that was part of what needed to be researched. The council and  
7 staff discussed some details of water rights and water law, how seniority worked, how  
8 shares might be converted from an irrigation use to a municipal use and how the town  
9 may be able to finance the purchase if they were found to be valuable.

10 **Consider a Motion to Approve the Ware & Hinds Ditch Contracts**

11 **MOTION: Councilor G Riddile made a motion to Approve the Ware & Hinds**  
12 **Ditch Contracts and to Authorize the Town Administrator to sign the**  
13 **contracts. Councilor Mariscal seconded the motion and it passed**  
14 **unanimously.**  
15

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18  
19 **Consider a Motion to Approve an Extension of the Closing Date for the Town-**  
20 **Owned Property Located at 200 S E Avenue, #115, Windridge Condominiums**

21 Attorney McConaughy said that the contract to sell the town-owned Windridge  
22 Condominium unit had a closing date of May 31, 2019. The Town Charter required an  
23 ordinance to sell town-owned property, and staff had mistakenly thought a resolution  
24 would be appropriate. Because ordinances required two readings, the closing date of  
25 May 31 would be missed, so staff was asking for a motion to extend the closing date  
26 to June 20, 2019. It happened that the buyer had some family issues and had asked  
27 for an extension as well.

28 **MOTION: Councilor G Riddile made a motion to Approve an Extension of the**  
29 **Closing Date for the Town-Owned Property Located at 200 S E Avenue, #115,**  
30 **Windridge Condominiums. Councilor Mariscal seconded the motion and it**  
31 **passed unanimously.**  
32

33 **Consider Ordinance TC 2019-3, An Ordinance the New Castle Town Council**  
34 **Authorizing the Sale of Real Property (first reading)**

35 **MOTION: Councilor G Riddile made a motion to approve Ordinance TC 2019-**  
36 **3, An Ordinance the New Castle Town Council Authorizing the Sale of Real**  
37 **Property on first reading. Mayor A Riddile seconded the motion and it passed**  
38 **on a roll-call vote: Councilor Leland: yes; Councilor Owens: yes; Councilor**  
39 **Hazelton: yes; Councilor G Riddile: yes; Councilor Mariscal: yes; Mayor A**  
40 **Riddile: yes; Councilor Copeland: yes.**  
41

42 **Bulk Water Presentation**

43 Public Works Director John Wenzel told the council that Administrator Reynolds had  
44 asked him and Utilities Supervisor Daniel Becker to look into the idea of building a  
45 bulk water station. Director Wenzel provided a power point presentation that  
46 thoroughly explored the idea, including potential station sizes, locations and costs.  
47 The council felt the idea was very good, and they agreed that staff should pursue  
48 grant funding for the project.  
49  
50



1 **Consent Agenda**

2 April 2, 2019 council minutes

3 April 8, 2019 council minutes

4 **MOTION: Councilor Owens made a motion to approve the consent agenda.**  
5 **Councilor G Riddile seconded the motion and it passed unanimously.**

6  
7  
8 **Staff Reports**

9 Town Administrator – Administrator Reynolds told the council that CRHDC had  
10 requested their first draw against the escrow account for senior housing, but he  
11 thought it was likely they would not make the deadline of May 31 to complete  
12 everything necessary. Administrator Reynolds thought that CRHDC would need to  
13 request an extension of the TCO. He also said that it appeared that Merle and Leslie  
14 Means were back and would be managing both senior housing complexes.  
15 Administrator Reynolds said that the AGNC and Garfield County Oil and Gas are  
16 concerned with Senate Bill 181 that recently passed. He said that the town had  
17 entered into party-status agreement with AGND and Garfield County Oil and Gas to  
18 have them act as the town’s liaison/representative to speak on behalf of the town at  
19 the state level. The town will have the opportunity to review what would be talked  
20 about and reject anything that the town does not agree with. Administrator Reynolds  
21 said that there had been a combined Downtown Alliance and Chamber of Commerce  
22 meeting that had gone very well. Administrator Reynolds said that the Golf Cart open  
23 house was scheduled for June 6. He apologized that it had taken longer than  
24 expected. He gave the council members a copy of the open house flyer. He said that  
25 Administrative Assistant Bart Mendoza and Clerk Harrison had been working on  
26 creating some visual displays for the open house, and it was coming together nicely.  
27 Administrator Reynolds said he had met with Mike Hinkley of Mountain Waste &  
28 Recycling regarding some price increases for recycling, and they were very dramatic  
29 changes. He said the issue would be coming to council soon. Administrator Reynolds  
30 said there was a lot happening with the LoVa Trail project, so there would be an item  
31 on the next council agenda so he could update the council. Administrator Reynolds  
32 said that the town owned a second condominium at Windridge, and he wanted to  
33 discuss options with the council at a near-future meeting. Administrator Reynolds said  
34 that he a director Wenzel had worked out some new striping to create additional  
35 parking on 6<sup>th</sup> Street. He said it would be temporarily re-striped and hopefully it would  
36 alleviate some issues. Administrator Reynolds said there would be a P&Z meeting the  
37 next night that will essentially be a debrief of the prior meeting where they heard  
38 their first major land use application.

39 Town Clerk – Clerk Harrison said that Administrative Assistant Bart Mendoza was  
40 working out wonderfully. She said he had been working on the OHVs on town streets  
41 project and was doing very well. Clerk Harrison said that she and Deputy Town Clerk  
42 Mindy Andis had attended a web meeting with the MuniCodeMeetings staff to learn  
43 the new agenda/meeting/packets software program. Clerk Harrison said they had also  
44 been working with MuniCodeWeb staff who would migrate the town’s website to a new  
45 platform. Clerk Harrison said that staff was working with the new IT company on the  
46 transition from Executech to ProVelocity.

47 Town Planner – not present.

48 Public Works Director – Director Wenzel said he was working on a grant application for  
49 an electric vehicle charging station. He said that Utilities Supervisor Becker had a new  
50 hire that would begin the following day. Director Wenzel said they had received  
51 approval from the FMLD to expand the scope of work on Bear Dance Park, so his

1 department would begin that work shortly. Director Wenzel said that his department  
2 had received an FMLD grant for streets maintenance, the project had gone out to bid  
3 and the bids came back positive. Director Wenzel said they had received an FMLD  
4 grant for the UV disinfection system, and they had received work from the  
5 manufacturer that the equipment will be delivered in September, so they were  
6 working to get ready for that.

7 Councilor Hazelton asked if Director Wenzel had looked any further into crosswalk  
8 safety with lighted signs. Director Wenzel said he had not had time but would get it  
9 done. Councilor Hazelton said he would sent some information to Director Wenzel.

10 Utility Supervisor – Supervisor Becker said they were preparing for the lead a copper  
11 sampling project that would begin in June.

12 Treasurer – Treasurer Loni Burk said she had been very busy with Debbie Guccini out.  
13 The council thanked her for working so hard.

### 14 15 **Commission Reports**

16 Planning & Zoning Commission – Councilor Copeland said they had approved the  
17 Columbo application, but the approval had a long list of conditions.

18 Historic Preservation Commission – nothing to report.

19 Climate Action Advisory Committee – nothing to report.

20 Senior Program – nothing to report.

21 RFTA – nothing to report.

22 AGNC – nothing to report.

23 GCE – Councilor Leland provided the council members with information regarding  
24 charging stations. Councilor Leland said that GCE had discussed their financial  
25 challenges because they would soon be working at a deficit. GCE had received a grant  
26 some time ago to provide low-interest loans for energy efficiency upgrades for low-  
27 income households. Subsequently, two other agencies began providing low-interest  
28 loans at a better rate than GCE could, so that left a surplus of grant money that was  
29 not being used. GCE planned to approach the state to repurpose the grant funding for  
30 operations.

31 EAB

### 32 33 **Council Comments**

34 Councilor Owens said that Bear Dance Park looked awesome.

35 Councilor Hazelton asked everyone if Perry Sweeny from the library board had  
36 contacted the council members. Councilor Hazelton said that he was looking for  
37 feedback regarding the New Castle library operations.

38 Councilor Hazelton said that parking on 7<sup>th</sup> Street and Main Street was not good.  
39 There were many people from Shady Court that were taking up the parking and the  
40 situation was likely much worse than realized. He felt it was something to look into.

41 Councilor Hazelton said he thought that New Castle could advertise its restaurants at  
42 the KOA campground in Silt.

43 Councilor Hazelton said that now that New Castle's Dale Shrull was the managing  
44 editor of the Grand Junction Daily Sentinel he thought reaching out to him might be a  
45 good idea. He felt a there may be a story about what small towns would be losing  
46 with the downtrend of oil and gas monies.

47 Councilor Copeland asked if the town's fall clean-up day could be pushed back  
48 because all the leaves were not off the trees in early October. Director Wenzel said  
49 public works was happy to explore alternate dates. Clerk Harrison offered that MWR  
50 picked up bagged yard waste for free and she said she would e-mail that information  
51 to the council.



1 Councilor G Riddile said that the City of Rifle was also struggling with their budget and  
2 they needed \$1m annually for streets. They were considering assessing steep impact  
3 fees.

4 Councilor G Riddile thanked Treasurer Burk for getting the sales tax update done.  
5 Councilor G Riddile told the council that New Castle Trails had received \$5,000 in  
6 discretionary funds from the BOCC and that will go to Rides & Reggae, which would  
7 free up town funds for trail development.

8 Mayor A Riddile said that the Town of Eagle was imposing a \$1,300 fee on new  
9 residential homes to be dedicated to their police department. He felt that such fees  
10 were something the council could consider.

11 Mayor A Riddile shared a project about New Castle done by a sixth grade student in  
12 Littleton.

13 Mayor A Riddile congratulated Councilor Owens for winning his company's Mariposa  
14 Award.

15  
16

17 **MOTION: Mayor A Riddile made a motion to adjourn. Councilor Owens**  
18 **seconded the motion and it passed unanimously.**

19  
20

The meeting adjourned at 8:33 p.m.

21  
22

23 Respectfully submitted,

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\_\_\_\_\_  
Mayor Art Riddile

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30 \_\_\_\_\_  
31 Town Clerk Melody Harrison, CMC

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**New Castle Special Town Council Meeting  
Wednesday, May 29, 2019, 10:00 a.m.**

8 **Call to Order**

9 Mayor A Riddile called the meeting to order at 10:00 a.m.

10 **Pledge of Allegiance**

11 **Roll Call**

12 Present	Councilor Mariscal (arrived at 10:02 a.m.)
	Councilor Hazelton
	Mayor A Riddile
	Councilor Copeland (left at 11:21 a.m.)
	Councilor Leland
13 Absent	Councilor Owens
	Councilor G Riddile

14 Also present at the meeting were Town Administrator Dave Reynolds, Town Clerk  
15 Melody Harrison, Town Attorney David McConaughy and Public Works Director John  
16 Wenzel.

17 **Meeting Notice**

18 Town Clerk Melody Harrison verified that her office gave notice of the meeting in  
19 accordance with Resolution TC 2019-1.

20 **Conflicts of Interest**

21 There were no conflicts of interest.

22 **Agenda Changes**

23 There were no agenda changes.

24 **Citizen Comments on Items not on the Agenda**

25 There were no citizen comments.

26 **Items for Consideration**

27 **Information and Discussion Regarding Revenue Matters**

28 Mayor A Riddile introduced Bill Ray of WR Communications, Inc.  
29 Mr. Ray greeted that council. He explained that he was currently working with the  
30 Town of Basalt and the Town of Eagle on their potential ballot issues.

1 Mr. Ray showed a power point presentation, and he and the council discussed some  
2 basic strategies regarding how to place tax items on an election ballot.

3  
4  
5 **MOTION: Councilor Leland made a motion to adjourn. Mayor A Riddile**  
6 **seconded the motion and it passed unanimously.**

7  
8 The meeting adjourned at 11:29 a.m.

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10  
11 Respectfully submitted,

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13  
14  
15  
16 \_\_\_\_\_  
17 Mayor Art Riddile

18  
19 \_\_\_\_\_  
20 Town Clerk Melody Harrison, CMC

DRAFT

**TOWN OF NEW CASTLE, COLORADO  
RESOLUTION NO. TC 2019-10**

**A RESOLUTION OF THE TOWN OF NEW CASTLE TOWN COUNCIL SUPPORTING  
THE APPLICATION FOR A GRANT FROM CHARGE AHEAD COLORADO FOR  
THE CAPITAL PURCHASE OF AN ELECTRIC VEHICLE CHARGING STATION**

**WHEREAS**, the Town of New Castle is a political subdivision of the State of Colorado, and therefore an eligible applicant for a grant awarded by Charge Ahead Colorado; and

**WHEREAS**, the Town of New Castle has submitted a Grant Application of \$12,950.00 for the capital purchase and construction of an electric vehicle charging station; and

**WHEREAS**, the Town of New Castle supports the capital purchase and construction of an electric vehicle charging station if a grant of \$9000.00 is awarded by Charge Ahead Colorado.

**NOW, THEREFORE, BE IT RESOLVED BY THE** Town of New Castle **THAT:**

1. The above recitals are hereby incorporated as findings by the Town of New Castle.
2. The Town of New Castle strongly supports the Grant Application.
3. If the grant is awarded, the Town of New Castle strongly supports the capital purchase of an electric vehicle charging station.
4. The Town of New Castle authorizes the expenditure of funds necessary to meet the terms and obligations of any grant awarded pursuant to a Grant Agreement with the Charge Ahead Colorado.
5. The project property is owned by the Town of New Castle and will be owned by The Town of New Castle for its foreseeable, useful life. The Town of New Castle will continue to maintain the properties in a high quality condition and will appropriate funds for maintenance annually. The estimated annual maintenance cost for the capital purchase of electric vehicle charging station is estimated to be \$500.00 annually.
6. If a grant is awarded, the Town of New Castle hereby authorizes the Mayor to sign a Grant Agreement with the Charge Ahead Colorado.

Introduced, Read and Adopted at a Regular Meeting of the Town Council of the Town of New Castle, Colorado, on June 18, 2019.

TOWN OF NEW CASTLE

ATTEST:

\_\_\_\_\_  
Art Riddile, Mayor

\_\_\_\_\_  
Melody L Harrison, Town Clerk