Posted: _____

Remove:

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

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

Agenda

New Castle Planning and Zoning Commission Regular Meeting

Wednesday, May 28, 2025, 7:00 PM

Full packets of P&Z meetings are available online by visiting
https://www.newcastlecolorado.org/meetings
or by scanning the **QR code** below.

Virtual Meetings are subject to internet and technical capabilities.
To join by computer, smart phone or tablet:
https://us02web.zoom.us/j/7096588400
Meeting ID: 709 658 8400

If you prefer to telephone in, please call: 1-346-248-7799
Be sure to set your phone to mute until called on.

Call to Order, Roll Call, Meeting Notice

Conflicts of Interest

Citizen Comments on Items NOT on Agenda

Public Hearing

A. Consider Resolution PZ 2025-2, A Resolution of the New Castle Planning and Zoning Commission Recommending Conditional Approval of a Final Subdivision Preliminary/Final PUD Development Plan Application for Riverside Park Lot 1

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

Review Minutes of Previous Meetings

B. Draft Minutes of April 9, 2025

Adjournment

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

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

Staff Report

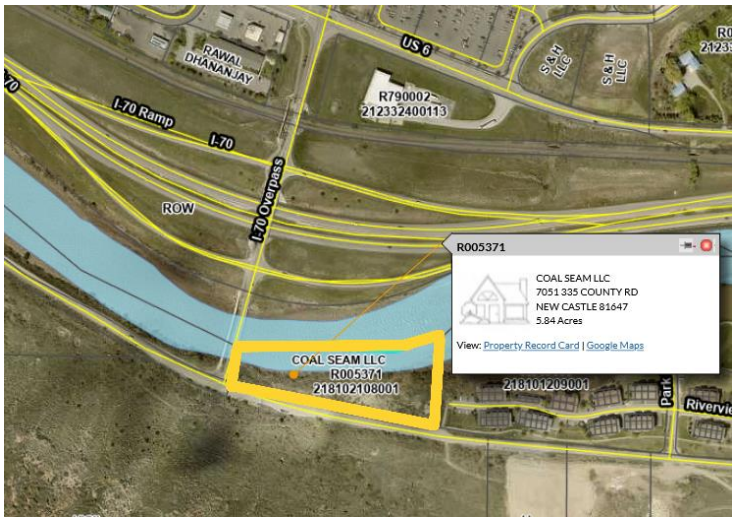
Coal Seam
Preliminary/Final PUD, Lot Split, and Variance Application
Resolution PZ 2025-02
Planning & Zoning Commission (P&Z) – May 28th, 2025

Report Compiled: 5/22/2025

Project Information

Name of Applicant:	Coal Seam, LLC
Phone/Email:	970-618-3555/abdi@aspenbuilt.net
Property Owner:	Coal Seam, LLC
Property Address	7051 CR 335
Proposed Use:	71 room Best Western Signature Hotel, Restaurant/Brew Pub, 11 employee residences, retail/commercial spaces;
Allowed Zoning:	Highway Business/PUD per Ordinance 99-5
Proposed Zoning:	Mixed Use PUD
Surrounding Zoning:	Industrial Garfield County, Rural Low Density Residential, River Park Condos

I Introductory Summary



Coal Seam, LLC is a local developer proposing a hotel, restaurant, and live/work concept east of the I-70 interchange, south of the Colorado River. The endeavor offers several community amenities with economic benefits in a central location in the Colorado River Valley. The site contemplates a 71 unit Best Western "Signature" hotel, a model which allows franchisees the chance to curate design features to better suit the locale. The hotel will sit adjacent to a restaurant/brew pub that can be accessed by river floats. The restaurant is surrounded by live/work units that will help offset workforce housing needs while supporting New Castle's commercial base.

The property was originally annexed in 1999 as Lot 1 of a three zone district PUD including the current River Park condominiums and Grand River Park. The ordinance approving the initial zoning for Lot 1 upon annexation (Ordinance #99-05) provides that all provisions of the Town's Highway Business zone district apply to Lot 1, subject to the additional provisions and design standards included in the Ordinance. Ordinance #99-5 also indicates that development on Lot 1 is subject to both the preliminary and final PUD Plan application processes. To expediate this process, the Applicant requested these two distinct applications be combined pursuant to Section 17.100.050 (A). On September 27, 2023, The Planning Commission (P&Z) voted unanimously to combine the application steps with the condition that the preliminary and final application steps be considered separately if P&Z finds the combined application to be insufficient for final approval.

The combined application packet was deemed complete on April 11th, 2025. Unless the commissioners deem otherwise, the review will proceed with tonight's public hearing before P&Z who shall make one of three recommendations to Town Council: 1) approve the application unconditionally; 2) approve the application with conditions; Or 3) deny the application. A Final PUD application assesses zoning conformance, compliance with Public Works requirements, the suitability of utilities and infrastructure, compatibility with the comprehensive plan, and address any adverse impacts to the town. By final approval, all civil drawings should attain construction level readiness. Within thirty (30) days after the close of the public hearing, or within such time as is mutually agreed by the P&Z and the Applicant, the commission's decision will be made by written resolution. A continuance may be granted pursuant to Section 16.08.040(G).

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

II Staff Review:

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

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

1) Is the proposal consistent with the comprehensive plan?

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

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

Coal Seam aspires to fulfill many of the values and goals listed above:

1. The project provides a much in demand commercial base with hotel, retail/office, and dining space in a highly visible location off of Interstate 70 (**Goal E-; Policy E-1E**). At the moment, retail occupants are currently unknown. Because of the limited number of permitted uses, it will be important for the Applicant and Commissioners come to a consensus on future uses so that fewer businesses will be subject to conditional use permit procedures.

2. The proposal provides residential units for its commercial tenants solving for the residential/commercial imbalance (**New Castle Community Vision, CP, page 8**; **Also Goal CG-4**).

3. A river trail with potential boater access provides a unique river experience (**Goal RT-1**) which helps preserve natural habitat (**POST-4A**). The proposal also preserves the LoVa trail access along CR 335 (**Policy POST-3F**).

4. Building aesthetics will blend with the local topography, landscape colors, and historical mining structures to temper viewshed impacts (**Goal EN-6**).

5. EV charging will be available per state requirements and a nod towards sustainability (**Goal EN-7**).

6. Workforce housing will be available for employees of the development as right of first refusal (**Goal HO-1 & 2**). Any remaining units will be made available for reduced rent to the local workforce. An affordable housing covenant is provided in Exhibit A, page TBD.

7. A fiscal impact study was performed comparing revenues and costs projected to the Town **(Exhibit A, page 276)**. The study assesses whether the project will provide a net financial benefit for at least the next 15 years. Items on the revenue side include: use tax, tap fees, lodging tax, sales tax, property tax, and incremental revenues; The cost side is mainly derived from the general fund expenditure per person as provided from the Town budget. Revenues during that time range from $400k to $500k with expenses ranging from $97k to $110k. In sum, the development is projected to generate a total of $4,347,429 over the first 13 years once fully operational. The Town's Finance Department has reviewed the assumptions with comparable results.

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

Zoning: The property, "Lot 1" is part of the original Riverside Park PUD zoned Highway-Business (HB). It is "an area for highway oriented commercial development along major arterial and collector highways in such a manner as to minimize interruption of traffic flow, safeguard pedestrian movement, and optimize the aesthetic appearance to passing motorists" (Chapter 17.60). Permitted uses are few (e.g. underground utilities, open space, accessory uses, offices, police station, retail/office, and laundry). However, by virtue of the PUD application process (Section 17.124.010), the Applicant can specify as part of its PUD plan which uses are permitted, conditional, or prohibited (Section 17.100.020(C)). As such, those uses listed in the Highway-Business zone district as conditional use list can become uses by right through the PUD plan. Some of these include:

1. Church/religious institution;
2. School;
3. Museum;
4. Public institution;
5. Retail and wholesale business;
6. Eating and drinking establishment;
7. Personal, social and professional service;
8. Automobile service station;
9. Vehicle sales lot;
10. Retail or service business;
11. Hotel, motel, or lodge.

Note each of the Applicant's proposed uses are found on the list above.

Setbacks: The required minimum setback from property lines in the HB zone is 20

feet. All structures are setback from the perimeter property line by the required distance. However, the interior lot lines formed by the subdivision of the hotel property from the restaurant property shows a setback of only 14 feet, or six feet less than what is required. Ordinance #99-5 allows for variations from the Highway Business setback requirements through the preliminary and final PUD plan process. Staff has reviewed the proposed setbacks and does not have a concern.

Building Heights: The HB zone allows 30' building heights and two stories for permitted uses. For PUD and conditional use applications, heights are discretionary. The hotel structure is the tallest extending nearly 50' from grade to the ornamental extensions above the roof (**Exhibit A, page 325**). The bulk of the hotel is roughly 42' (i.e. less ornamentation). The retail/restaurant building will rise roughly 42' above grade (**Exhibit A, page 326-329**). Importantly, the Applicant's architect was careful to limit the structure heights to those similar to the River Park Condominiums (**Exhibit A, page 331**). In this way Grand Hogback viewsheds are preserved. The 40'-50' building height is similar to the height's approved in various land use applications to date including: the River Park Condos, the Fire House, Shibui, Senior Housing, Longview (Romero), R2 (9NWH).

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

South of Interstate 70 and the Colorado River, the Coal Seam parcel adjoins the Riverpark Condominiums directly to the east, Garfield County rural zoning to the south, and the New Castle Industrial District & Breslin Park to the west. The project is also part of what the Comprehensive Plan deems a community "gateway" affording first impressions and a source of identity to the Town (**CP, page 73**). A hotel, restaurant, residential, and retail proposal, whose architecture and style blends with the local history and topography and that serves a unique function among a diversity of surrounding uses, seems suitable to the neighboring properties.

Specifically, the Applicant adopts architecture styles that compliment New Castle's history with a focus on structural and material similarity (e.g. architectural mining themes were added to the exterior of the buildings). Varying roof heights, offsets,

and terracing of the buildings are all efforts the Applicant is employing to abate concerns with massing. The parking lot is designed to face south behind the buildings, screening the lot from the river and parts of Town to the south. Per town code 17.76.110(c)(3)&(4), at least ten percent of the parking lot is landscaped and screened from adjoining residential uses.

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

Police: The Police Department currently consists of twelve FTEs which is ideal for a town the size of New Castle. Generally, additional FTEs are considered for every increase of 500 residents. Therefore, the Police Chief concludes that there would be no compromise with police service as a result of a slight population increase.

Fire: CRFR has commented on the status and maintenance of the emergency access easement on the southeast end of the lot. The egress provides the quickest route to CR 335 for the properties furthest west in the River Park Condos. Future maintenance of the egress is a concern not yet addressed in the packet, though it could be something negotiated with the River Park HOA prior to Council approval. The fire department will review all other IFC requirements prior to permitting.

Engineering: The Town Engineer has cited several items that are still insufficient for final review and recommendation. These items shall be updated to the engineer's satisfaction prior to Council review and comment. Some of these items include:

- Coordination with CDOT on the volume increases to the I70 interchange;
- An auxiliary turn lane analysis for access off of CR 335;
- A sight distance analysis at Bruce Rd and the CR 335 interchange;
- Update final design for shared sewage lift station;
- Provide final construction details from Applicant engineer;
- Redesign rockfall berm with rounded top to account for erosion;
- Provide design cross-sections for berms, trails, C&G;
- Provide cross-sections for access to CR 335;
- Update storm drainage design;

Public Works: Water and sewer is available for the property. Public Works cautions against obstructions to any utility easements especially near the rockfall mitigation berm (**Exhibit E, page 317**). Clearances will be verified prior to Council.

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

Off-Street Parking: Due to the constraints of surrounding land uses and topography, there are no feasible on-street parking alternatives in the immediate vicinity. Therefore, off-street parking will be a critical part of the project's success. Off-street parking requirements relevant to the application are as follows:

- Residential (11 units): two spaces/unit = 22 spaces;
- Hotel Use (71 rooms): 1 space/room + 1 space/two employees = 73;
- Restaurant Use (60 seats): 1 space/3 seats = 20;

- Retail (4,498sf): 2 spaces/300sf = 30;

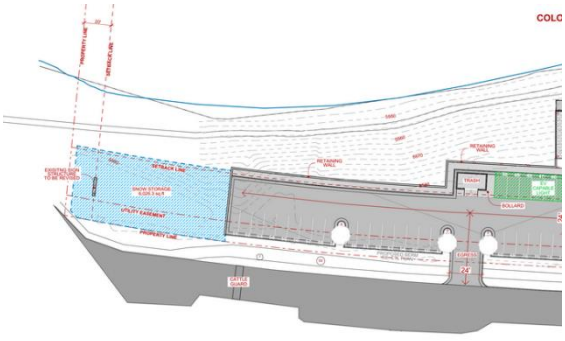
Total Off-Street Parking Required: 145 spaces

Total Off-Street Parking Planned: 115 spaces

Because of the shortage, the Applicant has requested consideration of a shared parking plan (**Exhibit E, page 321**). A shared parking arrangement is not unprecedented in New Castle. The Lakota Longview application (Romero), for instance, allowed for a 40% reduction in required parking. There the shared parking arrangement was supplemented by yearly audits, performance measures, and mitigation strategies in case the arrangement was ineffective.

In the case of Coal Seam, the parking reduction stands at only 21%. However, a shared parking arrangement at this location could still prove challenging. Shared parking arrangements trade on an equilibrium of peak times among the various uses in a location. For example, office uses generally have offsetting peak times to residential uses, allowing for office users to occupy nearby residential spaces when those residents are off to work elsewhere. Or, restaurant users may occupy office parking at night when offices are closed. The peak parking times balance making shared parking a reasonable way to lower capital expenses, minimize maintenance, and reduce parking lot sprawl.

With Coal Seam, the intended uses all lend themselves to evening parking (with retail as a possible exception). Hotel, residential, and restaurant parking all skew towards evening peaks leaving patrons of these establishments to compete for limited spaces. Moreover, even if the hotel is only 65% occupied, as the application maintains, hotel users will still need to share 5 spaces from the other businesses. All of this may be acceptable if alternatives were available nearby – e.g. on-street parking or parking at Grand River Park. The Town has floated an idea to Balcomb/City Market management about the possibility of sharing 15-30 spaces in their lot. Their response was understandably tepid. If considered, the arrangement would require an available shuttle by the hotel. As a result of these concerns, P&Z should be absolutely clear of the provisions for shared parking and fully confident in a contingency plan if the strategy proves problematic.



Vehicular Circulation: One idea to address parking concerns would be to extend the parking lot further west toward the CDOT bridge. Though this could add up to 7-9 spaces, there are inherent problems with this solution. First, it reduces the required snow storage. Snow management will be an important aspect of this property given that the parking lot is shaded most of the day through winter. Second, a significant retaining wall would be required to extend the lot. The west end of the lot already shows 14' of retainment. The cost of this is prohibitive considering so few parking spaces are gained. Lastly, there is a good possibility that CDOT will require a westbound right turn or splitter lane with a traffic circle at CR 335 and Bruce Rd. once bridge replacement becomes a reality. This modification to CR 335 would likely encroach on a parking lot extension to the west.

Nonvehicular Circulation: The Applicant has made a point not to disrupt the general

LoVa trail alignment. The parking lot will also be wrapped with sidewalks that allow uninterrupted paths to all portions of the property. Additional soft trails will extend from the mixed-use area north towards the river and then to the east and west along the river.

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

The Applicant is not required and does not intend to designate open space to the Town. However, there are connecting trails and waterfront open areas allowing access for patrons. Though no formalized paths continue to either the east or west, historic use paths along the entirety of the riverbank do exist at low flows. Ten percent of the total land area will be landscaped per Section 17.60.090. Additionally, 10% of the parking area will be landscaped. Otherwise, active open space is available to patrons at Grand River or Breslin Parks which can all be reached via the LoVa trail.

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

The proposal values the preservation of natural landscape and viewsheds to the south. Structures are purposely stepped from back-to-front to minimize cutting and of the existing slope. South elevations have also been reduced to two levels to improve contouring with the steep topography and soften visual impacts.

To conserve water and limit landscape maintenance such as mowing, Staff encourages drought resistant vegetation and seeding with native grasses to restore disturbed areas to their original state. Sod and landscape irrigation, likewise, should be used sparingly to limit the need for landscape maintenance. Modestly mowed buffers and borders can provide a satisfying manicured look needing little maintenance.

V Staff Recommendations

Staff offers the following recommendations to the final PUD application:

A. Applicant will add a list of permitted and conditional uses and maximum building height to the Site Plan prior to Town Council review.

B. Prior to the Council review, the Applicant shall demonstrate compliance with all recommendations of the Town Engineer, Town Public Works Director, Town Attorney, and Fire Marshal provided in response to review of the Application, **Exhibits B, C, D**.

C. Prior to permit, final construction drawings shall demonstrate compliance with the building heights included in the approved application materials, **Exhibit A, page 325**.

D. Prior to permit all construction drawings subject to the provisions of the International Fire Code or matters requiring fire alarms and/or fire suppression shall be submitted to the Fire Marshal for review and comment.

E. Parking lot lighting should be on timers to reduce the light duration at night while maintaining security lighting as needed.

F. Provisions for an emergency access easement shall be designated on the final plat, as emergency egress for residents of the River Park Condominiums and ingress and egress for emergency personal per the recommendations of the Fire Marshal (**Exhibit A, page 287**). The access road shall be signed “Emergency Access Only”.

G. Prior to Council review, Applicant shall discuss a maintenance agreement with the River Park HOA for the emergency access easement.

H. All trash dumpsters shall be located within an approved trash enclosure that extends six feet high and includes a bear resistant latching mechanism.

I. The form of the declaration of covenants for the Property shall be finalized and address any Town Attorney comments before consideration of the Application by the Town Council. Recordation of the declaration of covenants shall be accomplished at or before recording of the final plat.

J. A parking management plan shall be added to the covenants prior to final approval with provisions for reserved parking for the residential units.

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

L. Provide a construction phasing plan for inclusion in a subdivision improvements agreement as necessary. Identify, at minimum, each of the following components:

- Buildout phases if necessary;
- Schedule that identifies the sequencing of construction, sequencing of occupancy, traffic flow, and traffic control plans during construction;
- Storage and staging areas for construction equipment and materials;
- Illustrate drainage and erosion control best management practices (BMP's);
- Conformance to all requirements and specifications approved by the fire marshal concerning temporary access to the project;
- Dust and weed management plan;

M. Landscaping shall incorporate native grasses and plants that minimize maintenance, mowing, and irrigating. The landscape plan shall be approved by Public Works prior to issuance of building permit.

N. All disturbed areas in the project shall be revegetated prior to the 1st growing season following the completion of the entire project and maintained in a predominantly weed free condition.

O. All representations of the Applicant made verbally or in written submittals presented to the Town in conjunction with the Application before the Commission or Town Council shall be considered part of the Application and binding on the Applicant.

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

Q. The sale of individual lots, parcels or units may not occur until a plat creating the lot, parcel or unit is recorded with Garfield County and security for the public improvements has been received by the Town.

R. The Applicant shall provide an affordable housing covenant that includes definition of the number of restricted units, the calculation of below market rents, the workforce that qualify to live in the units, and the term for which the affordable housing covenant shall be in force. The affordable housing covenant shall be finalized before consideration of the Application by Town Council. Recordation of the affordable housing covenant shall be accomplished at or before recording of the Final Plat.

VI Final Plan Exhibits:

A. Applicant Final Plan Application – March 21st, 2025
B. CRFR Fire Marshal Referral, Orrin Moon – March 13th, 2025
C. Town Engineer Comments, Jefferey Simonson – March 8th, 2025
D. Town Public Works Director Comments, John Wenzel – March 15th, 2025
E. Public Hearing Notice, with Legal Description for Final Plan P&Z – April 25th, 2025

Planning Department
(970) 984-2311
Email:
psmith@newcastlecolorado.org

LAND DEVELOPMENT APPLICATION

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

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

Applicant: Coal Seam, LLC	
Address: 1101 Village Road #LL-1B Carbondale, Colorado 81623	**Phone:** (970) 505-0653 970-618-3555 **E-mail:** caetfox@gmail.com abdi@aspenbuilt.net
Property Owner: Coal Seam, LLC	
Address: 1101 Village Road #LL-1B Carbondale, Colorado 81623	**Phone:** (970) 505-0653 970-618-3555 **E-mail:** caetfox@gmail.com abdi@aspenbuilt.net
Contact Person: Caetlin Fox	
Address: 243 Mallow Court, New Castle CO 81647	**Phone:** (970) 505-0653 970-618-3555 **E-mail:** caetfox@gmail.com abdi@aspenbuilt.net
Property Location/Address: Lot 1, Highway Business PUD Riverside Park Subdivision	
Legal Description: RE: Exhibit A - Legal Description	**Acres:** 5.84

Existing Zone (e.g., Residential R-1, Commercial C-1): H-B/PUD	**Existing Land Use:** Vacant

TYPE(S) OF LAND USE(S) REQUESTED

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

Applicant Signature	6/14/2024 **Date**

AGREEMENT TO PAY CONSULTING AND ADMINISTRATIVE COSTS

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

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

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

SO AGREED this 14 day of June, 2024 .

Coal Seam, LLC Applicant (Print Name)	Signature of Applicant
970-505-0653 970-618-3555 Telephone Number	1101 Village RD Carbondale, CO 81623 Mailing Address of Applicant
caetfox@gmail.com abdi@aspenbuilt.net Email	Email Address of Applicant
Coal Seam, LLC Property Owner	Signature of Property Owner
Owner is Applicant Relationship of Owner to Applicant	1101 Village RD Carbondale, CO 81623 Owner Mailing Address

Type of application: Land Development

Property description: RE: Exhibit A - Legal Description

COAL SEAM

7051 335 County Road, New Castle, Colorado 81647
Hotel, Mixed Use Development

PROJECT DIRECTORY

Coal Seam, LLC (DEVELOPER)
Abdi Pirzadeh
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970.618.3555
abdi@aspenbuilt.net

Caetlin Fox
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Pinnacle Design Consulting Group (CIVIL ENGINEER)
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tstevens@stevensgroupinc.com

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II. INTRODUCTION

Coal Seam, LLC. is proposing to develop a 71-room hotel, restaurant, 7 mixed use commercial spaces consistent with all the allowed and conditional uses included in sections 17.60.020 and 17.60.30 of the code of ordinances, in addition to 11 rental apartments reserved primarily for internal employees, electric vehicle charging stations, and outdoor amenities located at 7051 County Rd 335, in New Castle, Colorado. This land is located directly adjacent to the New Castle interchange off of Interstate 70.

Coal Seam, LLC is in discussion to team with Best Western for franchising of the project. As such the design and construction oversight, marketing and management operational systems will be in line with their proven practice. Best Western offers a Signature series of hotels that allows the developer more flexibility in the design of the structure. This is important as the building needs to "fit" New Castle. This architectural approach is explained in detail in this application.

A unique feature of this development is that the managing members of Coal Seam, LLC, Abdi Pirzadeh and Caetlin Fox all have decades of experience in design, construction and development and are local. We believe this brings a better perspective to the project and provides better insight as to the "fit" of this project to the community. In fact, the entire team is local with the architects living in New Castle.

III. PROJECT DESCRIPTION – EXISTING CONDITIONS

The proposed development is located at 7051 County Road 335, New Castle Colorado, on Lot 1 of the Riverside Park Planned Unit Development. It is 5.84 acres and zoned Highway Business/ Planned Unit Development.

Previously the land was developed with a gasoline station which has now been demolished and cleaned. A Phase One Environmental report confirms this. There are slight remnants of the previous use, a sign at the property edge, a small concrete pad where the building sat, but beyond that, no evidence of the past use can be found.

Access to the parcel is via County Road 335 which borders the entire southern property line of the site.

Vegetation on the parcel is predominantly grasses and Gamble Oak. A few Serviceberry trees exist.

Preliminary soil investigations have been conducted showing suitable soils for construction.

No drainage channels or ditches exist on the parcel. Instead, the land slopes gently to the north to a break- point, then slopes steeply north to the Colorado river.

All utilities are present at the property edge, along County Road 335 and sanitary sewer was considered within the design of the River Park Sanitary sewer system, allowing a tie in to this system.

The northern portion of the property is the Colorado River. The property line actually extends into the river to the estimated historic centerline. The floodplain has been identified and shown in Exhibit N contained within this application. Due to the topography of the site, the 100 year floodplain has little impact on the developable area.

The river does serve as the primary amenity of this site. Grand River Park, just to the east has improved their land along the river for residents. There is an existing, natural “beach” area at the eastern portion of the river frontage. Rafters, float boats and fishermen use this section of river regularly.

IV. PROJECT DESCRIPTION – PROPOSED DEVELOPMENT

As stated above, this land use application seeks the following approvals:

Preliminary and Final Planned Unit Development

The 5.84 acre parcel of land is zoned Highway Business/ Planned Unit Development. The development program calls for the following:

71 room hotel with meeting rooms, limited food service, gym and swimming pool, restaurant and brew pub with outdoor deck and patio space overlooking the river,
4 retail commercial spaces with basement storage
11 employee housing spaces above and below commercial retail
Associated parking and circulation
Service and refuse locations,
Outdoor amenities including “hitching posts” for river craft, and extension of the pedestrian path along the river and charging stations for electric vehicles.

The completed floor area will be approximately 77,630 gross square feet. The completed building footprint will be approximately 26,400 square feet while the site allows for a 73,307.5 square foot building footprint.

A part of the development program calls for 11 residential units to be located above (second floor) and below (garden level) the commercial space. This will be rental inventory and available as a first priority to employees of this development, second priority to employees working within New Castle and then any unrented units will be available to employees in general.

V. SPECIFIC PROJECT PARAMETERS

Architecture One of the most important aspects of a project this size is that it "fit" the surrounding area, the town and community. By choosing Best Western Signature hotels as a franchise, the architecture has been able to be designed to compliment the character and history of New Castle. Selecting designers that live in New Castle, Steven and Caetlin Fox, was no coincidence. They have a first hand knowledge of the New Castle architectural vernacular and have been instrumental in creating a program that best fits the community.

Named after the Coal Seam fire, this development blends mining architecture with modern amenities. From the massing of the buildings to the materials used, every effort has been made to make this development compliment the community.

Massing is a key element. Viewed from County Road 335, and the entry to the project, the structures are two stories. Varying roof heights and roof elements give the structure a more interesting appearance. Also, all mechanical and storage has been placed on the lower level in the space buried in the hillside, minimizing the overall massing.

The square footage of the proposed development and allowed square footage are listed below.

TABLE 1
LOT SIZE, ALLOWABLE SQUARE FOOTAGE, PROPOSED SQUARE FOOTAGE

LOT AREA PER SURVEY
254,499 s.f.

MAXIMUM ALLOWABLE COVERAGE
50% or **73,307.5 s.f. (254,499 x 50% = 127,249.5 sf)**

BUILDING SQUARE FOOTAGE (ESTIMATED)

Hotel	50,650 s.f.
Mixed Use A	10,340 s.f.
Mixed Use B	9,740 s.f.
Mixed Use C	6,900 s.f.
TOTAL BUILT AREA	**77,630 Gross SF**

TABLE 2
PROPOSED PLANNED UNIT DEVELOPMENT

Description The subject parcel of land, Lot 1, is currently part of the River Park PUD and carries an underlying zone of Highway Business. As part of this land use application the Applicant is seeking Planned Unit Development approval specific to Lot 1 and the anticipated development of a hotel, restaurant/brew pub, limited retail/commercial space and limited residential space. To accomplish this development program this table describes the parameters of the development.

Proposed Uses	Hotel/motel or lodge Retail or service business Office Eating and drinking establishment Residential Medical offices Mental health facility Gas station Cold Storage Convenience store Bank Meat processing Auto repair Wood shop Food storage Lumber yard Building supplies Fast food chains
Minimum Lot Area	One Acre
Minimum Floor Area	None
Minimum Setbacks	Front yard - 50 feet Side yard - 20 feet Side yard Between Lots - 7 Feet Rear yard - 20 feet
Maximum Building Height	None unless otherwise specified by Town Council
Maximum Lot Coverage	Fifty (50) Percent
Landscaping	At least 10% of the total land area shall be landscaped in accordance with a landscape plan approved by Town Council.

The hotel and the mixed use buildings have been designed to nestle into the hillside. As stated above, the view from County Road 335 is of two stories with mixed roof heights to give the buildings interest while keeping the perceived mass to a minimum. Viewed from the river, the buildings are all three stories and intersect the site at existing grade. Where necessary, the foundation has been extended to meet existing grade so no additional grading is required. The design goal in nestling the buildings into the hillside is to give the appearance the buildings simply emerge out of the existing grade. The lowest level of the hotel will house storage, mechanical, gym space and meeting rooms on the south side. This side is completely buried in the hillside while the north side is made up of hotel rooms, all facing the river with floor elevations close to existing grade.

It should be noted that the lowest floor of the hotel and restaurant/brew pub is programmed for storage and mechanical space with one exception, the north half of the hotel's lowest floor is designated as hotel rooms at grade with the exterior. The upper level of the Mixed Use A and Mixed Use C is programmed for residential housing. The lower level of Mixed Use B is programmed for residential housing and storage. All square footage has been included in the calculations above.

3D renderings have been provided depicting the signage, style, massing and materials proposed. These 3D renderings are an invaluable tool in reviewing the proposed architecture as it gives an experiential view of the development from multiple views, including floating down the Colorado River.

Building Height The New Castle Land Use Code provides no building height limitations within the PUD zone as it is to be established by the proposed PUD. Building Height means the vertical distance measured from the average existing grade within the building setback envelope to the uppermost point of the roof of the building.

Landscaping + Irrigation A landscape and irrigation plan has been provided in this application. The main focus of site landscaping is to re-establish the Gambel Oak grove on the hillside between the building and the river, replacing plants that are removed during construction. Beyond this, tree planting will be provided in the parking lot to add shade and break up the visual impact of the parking lot. Areas immediately surrounding the building will receive lawn, either sod or seed, and see the addition of trees to provide shade within the entry courtyard. Irrigation will be provided to landscape areas.

Site Lighting All site lighting will be "Dark Sky" compliant. Parking lot lighting will consist of pole mounted down lights within the boulevards of the parking lot and bollard lighting along exterior walkways where necessary. Lighting for the buildings will consist of wall mounted down lights at entries/exits, step lights at the outdoor stairs. All signage will be lit with "Dark Sky" compliant lighting.

Minimal building lighting will be provided, only to safely light entry/exit locations.

Landscape lighting will be limited to exterior stairs and walkways.

Parking One hundred and fifteen (115) parking spaces have been provided including five (5) handicap spaces. The breakdown of parking requirements is as below. Note: square footage is based on net usable square footage and not gross building square footage.

71 hotel rooms at 1 space per room	71
4 hotel employees per shift at 1 space per 2 employees	2
Restaurant at 1 space per 3 seats	20
Residential housing at 2 per unit	22
Retail 2 spaces per 300 s.f.	15
TOTAL REQUIRED	**130**

The proposed development offers a prime opportunity to "share" parking spaces. Specifically, the retail commercial space will be at its highest use during the day, while the hotel will be at its highest use during the evening and night. Hotels, also, rarely operate at 100% capacity and in fact average about 70% occupancy most on season days, substantially less during off seasons. For these reasons we feel the parking quantity provided best blends responsible site planning and design with responsible programmatic development.

Electric Vehicle Charging Stations Twelve (12) EV "ready" charging stations will be provided, four (4) conventional charging stations, thirteen (13) EV "capable" charging stations, and eighteen

(18) EV “capable light” charging stations. These will have dedicated parking spaces and have been located along the northern portion of the parking lot as depicted on the Site Plan.

Utilities All existing utilities are located at the property line, along County Road 335.

A sanitary sewer will require a lift station and be located between the hotel and the restaurant. This will serve all buildings and pump sewage up to the existing forced main line located in 335.

Water will be brought into the project in two locations as represented on the civil drawings. One location to serve the hotel and one location to serve the restaurant/brew pub and commercial. These two lines will be looped.

Private utilities, telephone, gas and electric, again, will come from County Road 335 directly into the project.

Grading and Drainage The overall goal is to fit the project to the site as best as possible. Viewed from County Road 335, the buildings are two stories tall while viewed from the river, are three stories tall. To accomplish this the buildings have been designed to step down the hillside. minimizing mass excavation. As a result, the natural topography can remain as it is, to a large degree.
County Road 335 sets the control for grading and two primary and one secondary entry/exit points to the parking lot have been proposed. These points establish grade. From these points, grading slopes to low points within the parking lot. These low points will have an inlet that routes water to two retention/detention ponds below the buildings.

Drainage of building roofs will be collected and piped to the same retention/detention ponds as the parking lot.

Surface drainage, within the landscape, will run off the site as it has historically.

The result of this drainage plan is no new drainage generated by new impervious surfaces will leave the site. Water collected from these impervious surfaces will be retained/detained and released at historic rates sub surface.

Snow Storage Snow storage has been provided at the west end of the parking lot as depicted on the Landscape Plan. The parking lot will be plowed from east to west.

Compliance with the Comprehensive Plan We believe this proposed development aligns precisely with the goals and objectives of the Comprehensive Plan. The plan specifically states the first and second most important commercial development types include restaurant and small-scale independent retail, both anchors of this proposal. It further identifies tourism and recreation as being of primary importance. The hotel component of this development supports the tourism and recreation industry by providing lodging for out of town visitors. The Comprehensive Plan states that 50% of Lakota golf course visitors are from out of town. With the growing emphasis on mountain biking and the development of miles of new mountain biking trails in New Castle, this industry can, and likely will surpass the golf industry as the leading form of recreation. Again, those out of town visitors require lodging.

On site employee housing for newly created businesses is also a focus of the Plan. This proposed development will provide six units available to business owners within this development for employees. It has become a limiting factor in business to be able to hire employees and the lack of employees is due to lack of affordable housing. For a business owner to be able to provide housing for a potential employee can easily be the difference between securing that employee or not. All housing within the proposed development will be made available to employees of this development first. Any remaining units will be made available to New Castle residents next. In the event units are still available they will be made available to anyone.

Economic development is a prime target of any Comprehensive Plan and New Castle's Plan is no different. Commercial and retail development has been severely limited in New Castle resulting in no commercial, retail or office space being available within the town. This translates to no new tax revenue for the Town. This proposed development plan will provide a substantial boost in yearly tax revenue while requiring very little service.

Impact on town schools and infrastructure will be minimal to non-existent with this proposal. The hotel does not create the need for additional school or put a burden on the existing facility because no new population is added. In fact, none of the proposed components of this development create any need for additional service or burden existing service. There will be employment opportunities associated with this development. In all likelihood, the employees will already be members of the New Castle community and simply trade their out of town jobs for a closer and better job.

As such, no new demand is placed upon Town services.

Rock Fall Mitigation The subject parcel of land is subject to potential rock fall hazard from the slope to the south side of County Road 335. A Rock Fall analysis and mitigation report has been prepared by CTL Thompson and is contained within this application (see Exhibit H). To summarize, the construction of a three (3) foot tall earthen berm is required along the southern property boundary, with a secondary two (2) foot tall concrete wall along the northern edge of the parking lot by the water feature and Mixed Use Building B. This berm will be located between the existing pedestrian walking path and the parking lot edge. Construction of the berm and dimensions will comply with the report.

VI. *6.16.020 - Preliminary Plat Requirements*.

A. Purpose. The subdivision of property into six (6) or more lots or condominium units shall be deemed a major subdivision per Section 16.04.020. Any major subdivision proposal shall require a three-step application process—sketch, preliminary, and final—unless granted an exemption by the commission for good cause shown by the applicant. Review of the preliminary subdivision application shall assess compliance with the town code, provisions for utilities and infrastructure, substantial conformance to the comprehensive plan, and any adverse impacts to the town.

The commission shall conduct a noticed public hearing as provided in Chapter 16.08 of the town code and make a decision regarding the preliminary plat application. In instances of combined subdivision/PUD development applications, both applications shall be processed concurrently pursuant to Section 17.100.030.

B. Pre-Application Meeting. Prior to submission of a preliminary plan application, the applicant and the town administrator or designated town staff will conduct a pre-application meeting at a mutually agreed upon date. The pre-application meeting is an opportunity for the applicant to discuss any subsequent changes made after sketch plan review and to receive guidance on future steps in the application process. An additional pre-application meeting may be required by the town administrator if a complete preliminary plat application is not submitted within six (6) months of the initial pre-application meeting. The town administrator may waive the pre-application meeting for good cause upon request from the applicant or otherwise at the discretion of the town administrator. Complete.

C. Preliminary Plat Submittals. All application materials shall initially be submitted in electronic format. Upon receipt of the electronic materials, staff will determine the number of printed copies required from the applicant.

A plat of the proposed subdivision drafted in preliminary form to a scale of not more than one hundred (100) feet to the inch on a sheet accompanied by an index map appended if the project size dictates, at least twenty-four (24) by thirty-six (36) inches depicting:

Preliminary information sufficient to indicate that the final plat will meet requirements established under C.R.S. § 38-51-106, land survey plat, or as hereafter amended;

Exhibit N - Plat has included sufficient information to show it will meet Final Plat requirements. As a note, Final Plat has been included in the application as well.

1. Name of the proposed subdivision, which shall be different from any existing recorded subdivision in the Town of New Castle;

Coal Seam LLC. This parcel of land is known as Lot 1, Riverside PUD.

2. A vicinity map, on a scale of one (1) inch to two thousand (2,000) feet;

A vicinity Map has been shown on Exhibit N - Plat.

4. Contours of the land proposed for subdivision at five-foot intervals (ten-foot intervals on rugged topography);

Exhibit N - Survey includes topography at 2 foot intervals.

5. The limit of the one hundred-year flood, using information provided by the town. When not already available, such information shall be defined through mutual agreement of the town's engineer and the applicant's engineer;

The one hundred year flood has been shown on Exhibit N - Survey.

6. Lot and block layout of the proposed subdivision, including a block and lot numbering system and the area and setback information for each proposed lot;

This has been included on the attached Exhibit N - Plat.

7. Intersecting property lines and the names and addresses of the owners of record of all parcels adjoining the proposed subdivision, including parcels separated only by a public right-of-way from the subject land;

All adjacent property owners have been shown on the attached Exhibit N - Plat.

8. Existing or proposed zoning and zone district boundaries for the subdivision and land adjacent to the subdivision;

The underlying zoning is Highway Commercial. This has been labeled on the Exhibit N - Plat.

9. Street layout of the proposed subdivision, including the relationship to existing public rights-of-way and the width, proposed classification, and name of proposed streets;

There is no street system proposed in the project, only off street parking with circulation lanes.

10. Location and dimensions of any pedestrian, bicycle, or trail easements;

All sidewalks and the pedestrian trail are represented on the Exhibit N - Landscape + Irrigation Plan contained within this application.

11. Off-street parking common areas, loading areas, and service areas including refuse disposal;

All off street parking, loading areas and refuse disposal areas have been depicted on the Exhibit N - Architectural Site Plan contained within this application.

12. Locations reserved or dedicated for open space, public parks, schools or other public buildings, facilities or uses;

Open space reservations have been represented on the Exhibit N - Architectural Site Plan.

13. A schedule showing the total acreage of the land to be subdivided and the acreage intended for each type of usage along with its percentage to the total acreage;

All acreages have been represented on the Exhibit N - Plat.

14. Plat note identifying the party responsible for maintaining proposed open space, parks, trails, and roads within the subdivision;

Plat notes have been included.

15. Locations of snow storage (See Section 16.16.020(D)(10) below);

Snow storage has been depicted on the Exhibit N - Architectural Site Plan.

16. Locations of mailbox kiosks with written approval from the local postmaster;

A mail kiosk is to be located outside the commercial structure. The applicant will coordinate all required activity with the local Postmaster who has already provided his approval.

17. Existing and proposed easements for irrigation, drainage, and utilities. Include the proposed terms of reservations or dedications of public rights-of-way, easements and other public lands;

All existing and proposed easements have been depicted on the Plat map included in this application. Existing easements have been preserved with no required revisions.

18. Location and dimensions of any lot access envelopes;

Access points to the parcel have been depicted on the Exhibit N - Architectural Site Plan.

19. Name and address of the applicant, the person or firm preparing the preliminary plat and the engineer or surveyor, licensed to practice in the state; and

See Land Use Application form.

20. Profiles of the topography both before and after any overlot grading that is proposed, and a map showing the contours after overlot grading.

Existing topography at 2 foot grade intervals is shown on the Exhibit N - Survey. Revised grading and drainage has been depicted on the Exhibit N - Civil Plans and profiles of existing and proposed grades have been provided.

D. Supplemental Materials. Unless already included as part of a PUD preliminary application, the following review materials shall accompany the preliminary subdivision application to determine the feasibility of the proposed development:

1. Compliance With the Comprehensive Plan. The applicant shall include a narrative demonstrating compliance with the comprehensive plan;

We believe this proposed development aligns precisely with the goals and objectives of the Comprehensive Plan. The plan specifically states the first and second most important commercial development types include restaurant and small-scale independent retail, both anchors of this proposal. It further identifies tourism and recreation as being of primary importance. The hotel component of this development supports the tourism and recreation industry by providing lodging for out of town visitors. The Comprehensive Plan states that 50% of Lakota golf course visitors are from out of town. With the growing emphasis on mountain biking and the development of miles of new mountain biking trails in New Castle, this industry can, and likely will surpass the golf industry as the leading form of recreation. Again, those out of town visitors require lodging,
On site employee housing for newly created businesses is also a focus of the Plan. This proposed development will provide six units available to business owners within this development for employees. It has become a limiting factor in business to be able to hire employees and the lack of employees is due to lack of affordable housing. For a business owner to be able to provide housing for a potential employee can easily be the difference between securing that employee or not. All housing within the proposed development will be made available to employees of this development first. Any remaining units will be made available to New Castle residents next. In the event units are still available they will be made available to anyone.

Economic development is a prime target of any Comprehensive Plan and New Castle's Plan is no different. Commercial and retail development has been severely limited in New Castle resulting in no commercial, retail or office space being available within the town. This translates to no new tax revenue for the Town. This proposed development plan will provide a substantial boost in yearly tax revenue while requiring very little service.

Impact on town schools and infrastructure will be minimal to non-existent with this proposal. The hotel does not create the need for additional school or put a burden on the existing facility because no new population is added. In fact, none of the proposed components of this development create any need for additional service or burden existing service. There will be employment opportunities associated

with this development. In all likelihood, the employees will already be members of the New Castle community and simply trade their out of town jobs for a closer and better job.

As such, no new demand is placed upon Town services.

3. Geotechnical study;

A geotechnical study as well as a Phase one and two environmental audit have been conducted and are contained herein.

4. Traffic impact study;

A traffic impact study has been prepared specifically for this proposed development and has been included in this application. Summarizing this report, the current road system including the interchange intersection points are adequate to service the proposed development. Additionally, the Colorado Department of Transportation has completed design on a new interchange at Interstate 70 including new round-a-bouts at both north and south sides of the highway. Nothing within the proposed development will interfere with these plans.

5. Water Report. Identify anticipated service pressures, fire flow, demands, velocities under peak flow conditions as well as irrigation demands and design if a separate irrigation system is proposed. Identify any impacts to the town's existing storage, treatment, and distribution system;

A water report prepared by the project Civil Engineer has been included herein.

6. Wastewater Report. Identify anticipated loadings, velocities, pipe sizes, pumping needs, etc.

Explain the impacts anticipated on the town's collection and treatment system;
A wastewater report prepared by the project Civil Engineer has been included herein.

7. Utility Plan. A plan corresponding to the preliminary plat showing the line location, size and gradient for proposed water distribution and sewage collection mains within the proposed subdivision in relation to existing town installations. Identify preliminary layouts, pedestal, transformer, and meter layout to assure no conflicts with other improvements exist;

A utility plan prepared by the project Civil Engineer has been included herein.

8. Street Design Report. Centerline profiles of proposed streets, sidewalks, and pedestrian trials shall be plotted at a horizontal scale consistent with the preliminary plat and a distorted vertical scale, with sufficient detail to insure that the proposed streets, sidewalks, and pedestrian trials meet gradient limitations established by this title, the public works manual, and other applicable standards such as those set forth in the Americans with Disabilities Act, and bear a logical relationship to the grade of existing public streets at points of intersection;

All sidewalks and pedestrian trails have been depicted on the Exhibit N - Architectural Site Plan, the Landscape + Irrigation Plan, and the Civil Plans. There are no roads within the proposed

development, only the parking lot and associated access points. These have been shown on these same plans attached hereto.

9. Drainage Report. Show compliance with public works manual;

The Drainage Report prepared by the project Civil Engineer has been included herein.

10. Floodplain Study. For drainages that have tributary basin areas of more than twenty (20) acres in size, identify the water surface elevations of the drainage for both the predeveloped conditions as well as the post developed conditions. The study will need to assure that the flood hazards that exist upstream and downstream of the subject property will not cause a rise in water surface elevation by more than six (6) inches nor an increase in velocity of the stream for the one hundred-year event. The hydrological analysis and the hydraulic analysis supporting the study shall be submitted for review and approval by the town engineer;

The one hundred year flood line has been shown on the existing conditions Map as well as the Grading and Drainage Plan. It should be noted that no construction is planned along the river bank to affect upstream or downstream water conditions.

10. Snow storage and removal report that complies with the public works manual;

11. Geological Stability Information. Geological stability information and soil datum shall be furnished at this time if the applicant has any objection to any current report of geologic and soil information adopted by the town or by the Garfield County Planning Department as a reference, or on request of the town administrator in cases where no such report is available for the land being subdivided. At the same time the applicant shall present plans for the correction or avoidance of any problems in his or her report or the adopted reference;

A licensed Geologist has been retained to evaluate the rock fall hazard associated with the property located to the south of the subject property, and make recommendations for mitigation. All aspects of the recommended mitigation will be closely adhered to by the Applicant.

Within the site boundary, little to no geologic instability exists. The architecture has been designed to take advantage of the slopes. Soils are conducive to development. The hazard of rockfall exists due to the steep undeveloped slopes to the south and to the other side of County Road 335 of this parcel. In the event a rockfall should get beyond the boundary of the parcel of land to the south and cross Road 335, it will be stopped by a berm and secondary concrete wall. The specific design parameters of the berm and wall will be created by the project's consulting Geologist and engineer working closely with the Town's consulting engineer and agreed upon prior to issuance of building permits. The identification of the specific hazard as well as the mitigation for this hazard has been identified and included herein, see Exhibit C.

12. Construction Phasing Plan. Identify, at minimum, each of the following components:

a. Buildout phases for infrastructure and vertical improvements;

All infrastructure will be constructed on one single phase followed immediately by all vertical construction.

b. Schedule that identifies the sequencing of infrastructure and vertical construction, sequencing of occupancy, traffic flow, and traffic control plans during construction;

As stated, all construction will be completed in one phase beginning upon issuance of applicable building permits. All construction traffic will access the site to the parking lot area so as to not create traffic congestion on County Road 335.

c. Storage and staging areas for construction equipment and materials;

All construction staging for construction materials and equipment will be on site in the parking lot area.

d. Illustrate drainage and erosion control best management practices (BMP's).

All drainage and erosion control best management practices will be employed during construction including but not limited to silt fencing around the entire property, straw waddles installed per specification at all drainage channels and drainage inlets.

13. Fiscal Impact Study. At the discretion of the town administrator, provide a calculation of projected ongoing revenues and costs to be received or incurred by the town as a result of development of the subdivision proposed in the application. Such calculations shall be provided for the first fifteen (15) years after full development of the proposed subdivision;

A fiscal impact study has been prepared for the proposed development and included herein. See Exhibit L.

14. Brief description of proposed covenants, if any;

Covenants have been prepared for the proposed development and included herein. See Exhibit J.

15. List of names and addresses of property owners within two hundred fifty (250) feet of the property being subdivided; and

A list of all owners within 250 feet has been provided herein. See Exhibit I.

16. Current title commitment for the property being subdivided.

A current title commitment has been included herein. See Exhibit G.

E. Completeness Determination and Submittal Deadline. A completeness determination of the application shall be made within thirty (30) days after submission of the preliminary plat application materials. An application is deemed complete once all fees, signed documentation, and all required application materials from subsections (C) and (D) are provided. If the application is deemed incomplete, the applicant will be notified of any deficiencies. The application process—including the scheduling of public meetings—will not continue until all deficiencies are corrected and the application is deemed complete. Once the application is determined to be complete, the applicant may submit new or revised application materials up to fourteen (14) days before the public hearing date. If materials are provided after this deadline, the planning commission may continue the hearing if it determines staff requires more time to review and provide comments regarding the late submittals.

F. Public Notice and Referrals. As provided in Chapter 16.08 of this title, a public hearing regarding the application will be scheduled with the commission on the first available meeting date at least forty-five (45) days after the date the application was determined complete pursuant to subsection (E) above. The application shall be accompanied by an application for zoning or rezoning if the subdivision is within the town limits and when rezoning is required for the development of the subdivision. Notices of the time and place of the hearing shall also be mailed to all utilities and state agencies who were requested to review the preliminary plat, at least thirty (30) days prior to the hearing.

In addition to the notice requirements, applicable portions of the preliminary plat shall be provided to at least the following referral agencies for review and comment:

- *Town departments and town consultants, including the town attorney and town engineer;*
- *Colorado Parks and Wildlife;*
- *Colorado River Fire and Rescue;*

- *All utility companies serving the proposed area;*

- *The Colorado Department of Public Health when any new sewage and water treatment facilities are proposed;*

- *The Colorado Department of Highways when the proposed subdivision borders a state highway, and any other appropriate agency.*

G. Application Review Process. The application will be evaluated according to the following review criteria:

1. Consistency with the comprehensive plan;

This has been addressed within this application. See Section V, Specific Project Parameters

2. Compliance with zoning and density requirements;

The underlying zoning is Highway Commercial and the proposed development falls within Conditional Use of this zone district. Additionally, this is a PUD application based upon the underlying Riverside Park PUD. As such density requirements are established by the PUD.

3. Compatibility to neighboring land uses;

Neighboring land uses are limited to the River Park condominium development to the east, undeveloped land to the south, the I 70 interchange to the west and the Colorado River to the north. See Exhibit B.

4. Availability of town services from public works (including water and sewer services), fire, and police;

The Applicant has met with the town agencies for input prior to submission of this application. All town services are available.

5. Adequacy of off-street parking and vehicle, bicycle, and pedestrian circulation;

Due to the nature of this development, parking is provided for the hotel, restaurant, retail space and residential apartments. See Section V, Specific Project Parameters for a detailed summary of provided parking. Pedestrian circulation has been provided for all programmatic uses. See Exhibit N - Architectural Site Plan. Pedestrian circulation has also been provided in the form of a riverside trail.

6. The extent to which any required open space or parks are designed for active or passive use by residents of the subdivision or the public; and

Not Applicable.

7. Development consistent with the natural character, contours, and viewsheds of the land.

The natural character of the site has been protected to the greatest extent possible with the design of the project. The site itself comprises two basis sections, the first being the flat bench along the County Road 335 and the second being the sloped hillside from the flat bench to the river. One the flat bench the parking has been located which minimizes grading. On this hillside, the building has been located and nestles into the hillside with two stories to three, allowing existing grade to be maintained. The viewshed of this parcel is of the Colorado River. All emphasis has been placed, architecturally, on maximizing the views. Off site view of the parcel will obviously change with the addition of new construction but no view from off site, looking through the site to a focal point beyond will be impacted. As an example, the view from I 70 to the parcel and then across to the mountainside will not be impacted.

The Applicant believes it has provided adequate information to review the application against these criteria.

Within thirty (30) days after the close of the public hearing, or within such time as is mutually agreed by the commission and the applicant, the commission shall make one of three (3) decisions on the application: 1) approve the application unconditionally; 2) approve the application with conditions; 3) deny the application. The commission's decision will be made by written resolution. Approval or the preliminary plat does not constitute a commitment on the part of the planning commission to accept the final plat. A continuance of the hearing may be allowed pursuant to Section 16.08.040(G) of this title.

H. Duration of Preliminary Plat. Preliminary plat approval granted pursuant to this Section 16.16.020 will remain in effect for one (1) year from the date of the commission resolution regarding the application. If the applicant does not submit a final plat application within said year or if the applicant's preliminary plat application includes substantial changes (e.g., proposes new uses, higher density development, changed layout, new or additional variances, etc.) from the as-approved preliminary plat, then, at the discretion of the town administrator, the applicant may be required to obtain approval of a new preliminary plat application before filing a final plat application.

VII. ***16.16.030 - Final Plat Requirements.***

A. Purpose. The subdivision of property into six (6) or more lots or condominium units shall be deemed a major subdivision per Section 16.04.020. Any major subdivision proposal shall require a three-step application process—sketch, preliminary, and final—unless granted an exemption by the commission for good cause shown by the applicant. Only that part of the preliminary plat that is proposed by the application for recording at any one time must be submitted in final form. Separate improvement agreements and review fees may be required for each portion of the preliminary plat that shall be presented for final approval. In the case of a partial submission, the approval of the remaining portion of the preliminary plat shall receive an automatic one-year extension. A final subdivision application shall demonstrate final compliance with town regulations and requirements as are necessary prior to the building permit phase.

The commission shall conduct a noticed public hearing as provided in Chapter 16.08 of the town code and make a recommendation on the final plat application to town council. Town council will then make the final decision on the application at a public meeting. In instances of combined PUD/subdivision development applications, both applications shall be processed concurrently pursuant to Section 17.100.030.

B. Pre-Application Meeting. Prior to submission of a final plan application, the applicant and the town administrator or designated town staff will conduct a pre-application meeting at a mutually agreed upon date. The pre-application meeting is an opportunity for the applicant to discuss any subsequent changes made after the preliminary plan review and receive guidance on future steps with the application process. An additional pre-application meeting may be required by the town administrator if a complete final plat application is not submitted within six (6) months of the initial pre-application meeting. The town administrator may waive the pre-application meeting for good cause upon request from the applicant or otherwise at the discretion of the town administrator.

Complete

C. Final Plat Submittals. The applicant shall produce print copies (the number of which shall be determined by the town administrator) of the proposed final subdivision plat drawn at a scale of not more than one hundred (100) feet to the inch on sheets (maps of two (2) or more sheets shall be referenced on an index map and all certifications and dedications need appear only on the title or cover sheet) which measure twenty-four (24) inches by thirty-six (36) inches with a two-inch clear left margin and a one-half inch margin along the remaining edges of the sheet. Two (2) permanent, reproducible copies (such as mylar) will be required after final approval and prior to recordation.

Additional information required after preliminary plat approval shall be as follows:

1. Subdivision Boundaries. Street right-of-way lines and lot lines in solid lines, easements or other right-of-way lines in dashed lines, all with accurate dimensions to the nearest 0.01 foot. Bearings and distances of all lines, centerline angles, radius length, chord length, and arc length of all curves shall be shown;

Exhibit N - Plat included in this application complies with the above stated criteria.

2. The location and description of all permanent survey control points;

See Exhibit N - Plat which is attached herein.

3. Legal description of the subdivision parcel with reference to its location in the records of Garfield County;

Included. See Exhibit A - Legal Description.

4. Street names, block and lot numbers. All street names shall be cleared through Garfield County Communications to avoid any duplication of street names in the county dispatch area. Address numbering shall be sequential and based on distance from entrance of street. Fire marshal will submit names to communications for approval.

No new streets are proposed in this development. There is only a parking lot and associated access way.

5. Notarized certification of ownership;

Included. See Exhibit G - Title Commitment.

6. Surveyor's certificate signed by a licensed surveyor responsible for the survey and plat;

See Exhibit N - Survey and Exhibit N - Plat attached herein.

7. Certificate of final approval by town council;

This is a combined Preliminary and Final Plat submission. Certificate shall be provided once available.

8. County clerk's certificate for time of recording and reception number;

See comment above.

9. Evidence that provision has been made for facility sites, easements, and rights of access for electrical and natural gas utility service sufficient to ensure reliable and adequate electric or, if applicable, natural gas service for any proposed subdivision. Submission of a letter of agreement between the subdivider and utility serving the site shall be deemed sufficient to establish that adequate provision for electric or natural gas service to a proposed subdivision has been made;

All utilities required to serve the proposed development are contained within adequate easements as shown on the Plat Map contained herein.

10. The title insurance company or attorney's certificate as required; and

Title insurance is included herein.

11. Plat note referencing the ordinance number and recordation information for the ordinance approving the final plat.

This will be added once available.

D. Supplemental Application Materials.

1. Three (3) copies of any protective covenants or restrictions placed on the subdivision;

Included. See Exhibit J.

2. Engineered plans and preliminary cost estimates for all utility, street, and drainage improvements to be installed in dedicated land, rights-of-way, or easements shall be made and certified by an engineer licensed to practice in the state of Colorado;

No anticipated improvements are planned for public land with the exception of the utility connections which are at the property line within the Right of Way. The Applicant can provide an estimate for this minimal work if necessary.

3. A subdivision improvement agreement using a form approved by the town attorney with guarantees executed between the subdivider and the town wherein the subdivider shall agree to install drainage structures, fire hydrants, roads, curb and gutter, complete paving, sidewalks, bicycle paths, culverts and bridges, street lights and signs, and other improvements where required at his or her expense either prior to acceptance of the final plat or within a specific time, no later than one (1) year from the start of any phase of the development, as approved by the town council. Such agreement shall also define responsibility for and describe terms and stipulations relative to provision of water and sewer improvements;

It is anticipated that a subdivision improvements agreement will be created in cooperation with the town attorney and the applicant. Due to the nature of this development, this agreement shall be finalized to the satisfaction of the town's attorney prior to issuance of a building permit or within one year of approval.

4. A title commitment for all onsite and offsite easements and dedications;

Included. See Exhibit G - Title Commitment.

5. List of property owners within two hundred fifty (250) feet of the property being subdivided.

Included. See Exhibit I - List of Property Owners Within 250 Feet.

E. Completeness Determination and Submittal Deadline. A completeness determination of the application shall be made within thirty (30) days after submission of the final plat application materials. An application is deemed complete once all fees, signed documentation, and all required application materials from subsections (C) and (D) are provided. If the application is deemed incomplete, the applicant will be notified of any deficiencies. The application process—including the scheduling of public meetings—will not continue until all deficiencies are corrected and the application

is deemed complete. Once the application is determined to be complete, the applicant may submit new or revised application materials up to fourteen (14) days before the public hearing date. If materials are provided after this deadline, the planning commission may continue the hearing if it determines staff requires more time to review and provide comments regarding the late submittals.

F. Public Notice and Referrals. As provided in Chapter 16.08 of this title, a public hearing regarding the application will be scheduled with the commission on the first available meeting date at least forty-five (45) days after the date the application was determined complete pursuant to subsection (E) above. The application shall be accompanied by an application for zoning or rezoning if the subdivision is within the town limits and when rezoning is required for the development of the subdivision. Notices of the time and place of the hearing shall also be mailed to all utilities and state agencies who were requested to review the final plat, at least thirty (30) days prior to the hearing. Final plat application materials may be provided to one (1) or more of the referral agencies listed in Section 16.16.040(F) if deemed necessary by the town planner.

G. Application Review Process. The application will be evaluated according to the following review criteria:

1. Consistency with the comprehensive plan;

2. Compliance with zoning and density requirements;

3. Compatibility to neighboring land uses;

4. Availability of town services from public works (including water and sewer services), fire, and police;

5. Adequacy of off-street parking and vehicle, bicycle, and pedestrian circulation;

6. The extent to which any required open space or parks are designed for active or passive use by residents of the subdivision or the public; and

7. Development consistent with the natural character, contours, and viewsheds of the land.

The Applicant believes it has provided adequate information to review the application against these criteria. As evidenced in the sections immediately above.

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

Within sixty (60) days from the date of the commission's written decision on a final application, or within such time as is mutually agreed by the council and the applicant, town council shall approve

the final plat application, with or without conditions, or deny the application. Town council's decision will be made by ordinance.

H. Recordation of Plat. The town clerk shall cause the final plat to be recorded with the county clerk and recorder upon satisfaction of all conditions required by the ordinance approving the final plat. The town clerk shall also retain copies of plats and annexation ordinances as required by state statute.

(Ord. No. TC 2020-6, § 2, 9-1-2020)

VIII. 17.100.050 - Preliminary PUD Development Plan and/or PUD Master Plan Application.

A. Purpose. A PUD proposal shall generally require a three-step application process—sketch, preliminary, and final—unless granted an exemption by the commission for good cause shown by the applicant. Review of the preliminary PUD application will assess zoning conformance, compliance with the town code, provisions for utilities and infrastructure, compatibility with the comprehensive plan, and address any adverse impacts to the town.

The commission shall conduct a noticed public hearing as provided in Chapter 16.08 of the code and make a decision regarding the preliminary PUD application. In instances of combined Subdivision/PUD development applications, both applications shall be processed concurrently pursuant to Section 17.100.030.

B. Pre-Application Meeting. Prior to submission of a preliminary plan application, the applicant and the town administrator or designated town staff will conduct a pre-application meeting at a mutually agreed upon date. The pre-application meeting is an opportunity for the applicant to discuss any subsequent changes made after sketch plan review and receive guidance on future steps with the application process. An additional pre-application meeting may be required by the town administrator if a complete preliminary plan application is not submitted within six (6) months of the initial pre-application meeting. The town administrator may waive the pre-application meeting for good cause upon request from the applicant or otherwise at the discretion of the town administrator.

Complete.

C. Preliminary PUD and/or Master Plan Application Requirements. A preliminary PUD development plan application and/or an application for PUD master plan approval may be filed by the person having an interest in the property for which the planned unit development is requested and shall be made on a form provided by the town. All application materials shall be submitted in electronic format. Upon receipt of the electronic materials, the town administrator or designated town staff will determine the number of paper copies the applicant will be required to provide.

A preliminary PUD development plan or PUD master plan submittal will include the following:

1. Boundary and size of site showing existing and proposed zoning (if applicable) and zone district boundaries for the proposed area and land adjacent to the proposed development area;

See Exhibit N - Survey.

2. Density of proposed development;

See Section IV of this land use application for development program and uses applied to the 5.84 acre site.

3. List and location of adjacent land uses;

See Exhibit N - Survey.

4. Name of the proposed development, which shall be different from any existing recorded subdivision in the Town of New Castle;

Coal Seam PUD

5. Existing topographic character of the land at a contour level of two (2) feet if the slope is less than ten (10) percent (spot elevations may be required if the land is too flat for contours) and five feet if the slope is greater than ten (10) percent. An application for PUD master plan approval shall also include proposed contours for all proposed infrastructure improvements;

See Exhibit N - Survey for existing 2 foot interval contours and Grading and Drainage Plan for proposed contours at 2 foot intervals.

6. Lot and block layout and their respective acreage and/or square footage including the setback information for each proposed lot;

See Exhibit N - Plat.

7. The architectural character and design of all buildings and structures including floor plan, plan views, and elevations for each building proposed in the development

A complete architectural package has been included within this land use application which includes Exhibit N - Architectural Site Plan, Elevations, Floor Plans and 3D Renderings.

8. Proposed number of dwelling units and bedroom count and/or non-residential square footage, as applicable;

See Section IV of this land use application for the proposed development program.

9. Location and dimensions of any dedicated open space, public parks, schools, public buildings/facilities and any other common elements on the site plan showing compliance with applicable annexation agreements, master plan requirements, and the comprehensive plan;

See Exhibit N - Architectural Site Plan.

10. Identification of the party responsible for maintaining open space, parks, trails, and roads within the development;

Coal Seam LLC is the property owner and as such responsible for all maintenance.

11. Locations of snow storage (see Section 17.100.050(D)(9) below);

Snow storage location has been identified on the Exhibit N - Architectural Site Plan.

12. Viewshed analysis or 3D renderings of all buildings proposed in the development;

3D renderings have been provided within this land use application. See Exhibit N - 3D Renderings

13. Existing and proposed easements for irrigation, drainage, and utilities. Include the proposed terms of reservations or dedications of public rights-of-way, easements and other public lands;

All existing and proposed easements have been shown on the Exhibit N - Plat contained within this land use application.

14. The existing and proposed vehicular circulation system, including arterial, collector and local streets, proposed bicycle/pedestrian paths, off-street parking areas, service and loading areas and major points of access to public rights-of-way, except that the application for a PUD master development plan need only show arterial and collector streets and proposed major points of access to public rights-of-way. Include a street plan view and/or elevation to demonstrate that the vehicular circulation system can effectively accommodate emergency vehicles and on-street parking;

To a large degree this review criteria is not applicable to this application. There are no internal roads and vehicular circulation is limited to access points and the parking lot.

15. Locations of transformer pedestals, A/C compressors, mailbox kiosks, or any other accessory structure shall be identified on the site plan. Locations of mailbox kiosks shall be approved by the local postmaster;

All utility components have been shown on the Utility Plans within this land use application.

16. Identify any off-street parking common areas, loading areas, and service areas including refuse disposal;

All parking, loading, service and trash pickup locations have been shown on the Architectural Site Plan contained within this land use application.

17. Brief description of any proposed covenants;

See Exhibit J for a draft of the covenants.

18. Areas of potential hazards, including the one hundred-year floodplain and floodway, geologic hazards including subsidence or other similar hazards, and mineral area if extraction value may be economically feasible;

The one hundred year floodplain has been shown on the Exhibit N - Civil Plans. Rock fall mitigation has been addressed in this land use application and will call for the construction of an earthen berm along County Road 335. This wall will be engineered to the satisfaction of the Town engineer as well as the project engineer prior to construction.

19. Profiles of the topography both before and after any overlot grading that is proposed, and a map showing the contours after overlot grading;

Profiles of topography including existing grade, proposed grade and proposed buildings have been prepared and included in the drawing package contained within this land use application.

20. List of the names and addresses of the owners of property located within two hundred fifty (250) feet of the subject site; and

See Exhibit I - List of Property Owners.

21. Current title commitment for the subject property.

See Exhibit G - Title Commitment.

C. Supplemental Application Materials. The following applications materials shall accompany the preliminary PUD application in order to determine feasibility of the proposed development:

All Supplemental Materials have been provided within this application and have been referenced in the sections immediately above.

1. Compliance with the Comprehensive Plan. The applicant must include a narrative demonstrating compliance with the comprehensive plan.

This has been addressed within this application. See Section V, Specific Project Parameters.

2. Geotechnical study;

A geotechnical study has been included in this application. See Exhibit C -Geotechnical Subsoil Study

3. Traffic impact study;

A traffic impact study, prepared specifically for this development has been included in this application. See Exhibit D - Traffic Impact Study.

4. Water Report. Identify anticipated service pressures, fire flow, demands, velocities under peak flow conditions as well as irrigation demands and design if a separate irrigation system is proposed. Identify any impacts to the town's existing storage, treatment, and distribution system.

A water report has been prepared by the project engineer and included within this application.

5. Wastewater Report. Identify anticipated loadings, velocities, pipe sizes, pumping needs, etc. We would need to assure that the sewer report identifies what the impacts are anticipated to be to the town's collection and treatment system;

A wastewater report has been prepared by the project engineer and included within this application.

6. Utility Plan. A plan corresponding to the preliminary plat showing the line location, size and gradient for proposed water distribution and sewage collection mains within the proposed subdivision in relation to existing town installations. Identify preliminary layouts, pedestal, transformer, and meter layout to assure no conflicts with other improvements exist;

A utility plan has been prepared by the project engineer and included within this application.

7. Street Design Report. Centerline profiles of proposed streets shall be plotted at a horizontal scale consistent with the preliminary plat and a distorted vertical scale, with sufficient detail to insure that the proposed streets meet gradient limitations established by this title and bear a logical relationship to the grade of existing public streets at points of intersection;

There is no street system proposed within this development. The parking lot will be served via two access points that intersect with County Road 335. Additionally, the emergency access to River Park Condominiums has been preserved and accesses County Road 335 within this development parcel, contained within an easement.

8. Drainage Report. Show compliance with public works manual;

See above.

9. Floodplain Study. For drainages that have tributary basin areas of more than twenty (20) acres in size, identify the water surface elevations of the drainage for both the predeveloped conditions as well as the post developed conditions. The study will need to assure that the flood hazards that exist upstream and downstream of the subject property will not cause a rise in water surface elevation by more than six (6) inches nor an increase in velocity of the stream for the one-hundred-year event. The hydrological analysis and the hydraulic analysis supporting the study shall be submitted for review and approval by the town engineer;

See above.

10. Snow Storage and Removal plan that complies with the public works manual;

See above.

11. Geological Stability Information. Geological stability information and soil datum shall be furnished at this time if the applicant has any objection to any current report of geologic and soil information adopted by the town or by the Garfield County Planning Department as a reference, or on request of the town administrator in cases where no such report is available for the land being subdivided. At the same time the applicant shall present plans for the correction or avoidance of any problems in his or her report or the adopted reference;

See above.

12. Conceptual landscape sketch showing general locations of turf, native grass, trees, natural screening, and hardscapes;

Provided. See Exhibit N - Landscape + Irrigation Plan

13. Construction Phasing Plan. Identify, at minimum, each of the following components:

See above.

a. Buildout phases for infrastructure and vertical improvements;

b. Schedule that identifies the sequencing of infrastructure and vertical construction, sequencing of occupancy, traffic flow, and traffic control plans during construction;

c. Storage and staging areas for construction equipment and materials;

d. Illustrate drainage and erosion control best management practices (BMP's);

14. Acreage. A schedule shall be submitted showing the total acreage of the land to be subdivided and the acreage intended for each type of usage along with its percentage to the total acreage.

The Exhibit N - Plat included herein represents total acreage and the acreage of the final two resulting parcels and uses.

15. Fiscal Impact Study. At the discretion of the town administrator, provide a calculation of projected ongoing revenues and costs to be received or incurred by the town as a result of the proposed development. Such calculations shall be provided for the first fifteen (15) years after full build-out of the development.

A fiscal impact study has been included in this application. See Exhibit L - Fiscal Impact Study.

E. A completeness determination of the application shall be made within thirty (30) days after submission of the preliminary PUD plan application materials. An application is deemed complete once all fees, signed documentation, and all required application materials from sections C and D are provided. If the application is deemed incomplete, the applicant will be notified of any deficiencies. The application process—including the scheduling of public meetings—will not continue until all deficiencies are corrected and the application is deemed complete. Once the application is determined to be complete, the applicant may submit new or revised application materials up to fourteen (14) days before the public hearing date. If materials are introduced later than this deadline, the planning commission may continue the hearing if it determines staff requires more time to review and provide comments regarding the later submittals.

F. Staff Meeting. Within fourteen (14) days after determining that the preliminary PUD application is complete, the town administrator, town planner, and other town staff members and consultants requested by the town administrator will meet with the applicant to discuss the application. The purpose of the meeting is for staff to clearly communicate to the applicant any issues staff has

identified after reviewing the application that need to be resolved or addressed prior to the public hearing on the application.

G. Public Notice and Referrals. As provided in Chapter 16.08 of this code, a public hearing regarding the application will be scheduled with the planning commission on the first available meeting date at least forty-five (45) days after the date the application was determined complete pursuant to subsection (E) above. Notices of the time and place of the hearing shall also be mailed to all utilities and state agencies who were requested to review the preliminary plan, at least thirty (30) days prior to the hearing.
In addition to the notice requirements, applicable portions of the preliminary plan shall be provided to at least the following referral agencies for review and comment:

Coordination with Referral Agents has been addressed within this application.

- *Town departments and town consultants, including the town attorney and town engineer;*
- *Colorado Parks and Wildlife;*
- *Colorado River Fire and Rescue;*
- *All utility companies serving the proposed area;*
- *The Colorado Department of Public Health when any new sewage and water treatment facilities are proposed;*

- *The Colorado Department of Highways when the proposed subdivision borders a state highway, and any other appropriate agency;*

H. Application Review Process. The application will be evaluated according to the following review criteria:

The following review criteria has been addressed within this application.

1. Consistency with the comprehensive plan;

2. Compliance with zoning and density requirements;

3. Compatibility to neighboring land uses;

4. Availability of town services from public works (including water and sewer services), fire, and police;

5. Adequacy of off-street parking and vehicle, bicycle, and pedestrian circulation;

6. The extent to which any required open space or parks are designed for active or passive use by residents of the subdivision or the public; and
7. Development consistent with the natural character, contours, and viewsheds of the land.

Within thirty (30) days after the close of the public hearing, or within such time as is mutually agreed by the planning commission and the applicant, the commission shall make one (1) of three (3) decisions regarding the application: 1) approve the application unconditionally; 2) approve the

application with conditions; 3) deny the application. The commission's decision will be made by written resolution. A continuance may be granted pursuant to Section 16.08.040(G) of the code.

The applicant may take a disputed decision of the commission to the town council for review. If, in the council's sole discretion, the finding of the commission may have been in error, the council shall refer the application back to the commission for reassessment.

I. Duration of Preliminary Plan Approval. Preliminary plan approval granted pursuant to this Section 17.100.050 will remain in effect for one (1) year from the date of the commission resolution regarding the application. If the applicant does not submit a final PUD plan application within said year or if the applicant's preliminary PUD plan application includes substantial changes (e.g., proposes new uses, higher density development, changed layout, new or additional variances, etc.) from the as-approved preliminary PUD plan, then, at the discretion of the town administrator, the applicant may be required to obtain approval of a new preliminary PUD plan application before filing a final PUD plan application.

IX. 17.100.060 - Final PUD Application and/or Final PUD Master Plan Application.

A. Purpose. A PUD development plan shall generally require a three-step application process—sketch, preliminary, and final—unless granted an exemption by the commission for good cause shown by the applicant. The final application is the last stage of the approval process for a PUD and/or master plan proposal. An applicant may not submit a final PUD plan application until a preliminary PUD plan has been approved by the commission. All or any portion of an approved preliminary PUD plan application may be submitted for final PUD plan application approval. In the case of a partial submission, the approval of the remaining portion of the preliminary PUD plan application shall automatically gain an extension of one (1) year. Review of a final PUD plan application will assess zoning conformance, compliance with the town code, provisions for utilities and infrastructure, compatibility with the comprehensive plan, and address any adverse impacts to the town.

The commission shall conduct a notice public hearing as provided in Chapter 16.08 of this code and make a recommendation on the final PUD plan application to town council. Town council will then make the final decision regarding the application at a public meeting. In instances of combined PUD/subdivision development applications, both applications shall be processed concurrently pursuant to Section 17.100.030.

B. Pre-Application Meeting. Prior to submission of a final PUD plan application, the applicant and the town administrator or designated town staff will conduct a pre-application meeting at a mutually agreed upon date. The pre-application meeting is an opportunity for the applicant to discuss any subsequent changes made after preliminary plan review and receive guidance on the final steps with the application process. An additional pre-application meeting may be required by the town administrator if a complete preliminary plan application is not submitted within six (6) months of the initial pre-application meeting. The town administrator may waive the pre-application meeting for good cause upon request from the applicant or otherwise at the discretion of the town administrator.

Complete.

C. Final PUD and/or Master Plan Application Requirements. A final PUD development application and/or an application for PUD master plan may be filed by the person having an interest in the property for which the planned unit development is requested and shall be made on a form provided by the town. All application materials shall initially be submitted in electronic format. Upon receipt of the electronic materials, the town administrator or designated town staff will determine the number of paper copies the applicant will be required to provide.

A final PUD development plan or PUD master plan submittal shall include the following additional items:

1. Any updated plan views and elevations. Note, substantial changes to building design after preliminary plan approval may require additional review time at the discretion of the planning commission. Building design should be nearly complete prior to final application approval;

The submitted plans are conceptual in nature. Individual building plans may vary but will be evaluated for compliance with design standards contained within the Town of New Castle code of ordinances at the time of submitting a building permit application.

2. The location and design of proposed signs and an exterior lighting plan. All exterior illumination shall comply with acceptable International Dark-sky Association (IDA) standards to the maximum extent possible;

See Exhibit N - Architectural Site Plan.

3. Areas of known hazards, such as one hundred year floodplain, rockslides, subsidence or other similar hazards, and mineral areas of potentially economically feasible extraction value;

The one hundred year flood plain has been shown on the Exhibit N - Survey. We also know of rockfall potential from the hillside to the south of the parcel and across County Road 335. This has been evaluated in the attached rock fall mitigation report prepared by CTL Thompson.

4. A landscape plan illustrating size, type and location of plant materials and an irrigation plan, if applicable;

A Landscape + Irrigation Plan has been provided. See Exhibit N - Landscape + Irrigation Plan.

5. Weed and dust management plan in compliance with the public works manual;

A weed and dust management plan has been included in this application. See Exhibit K -Weed and Dust Management Plan

6. Evidence that provision has been made for facility sites, easements, and rights of access for electrical and natural gas utility service sufficient to ensure reliable and adequate electric or, if applicable, natural gas service for any proposed PUD subdivision. Submission of a letter of agreement between the PUD applicant and utility serving the site shall be deemed sufficient to establish that adequate provision for electric or natural gas service to a proposed PUD subdivision has been made;

All proposed utilities will be located within adequate easements. See Plat attached herein. A letter from the servicing utility companies, gas and electric, has been included in this application. See Exhibit M - Referral Letters.

D. Completeness Determination and Submittal Deadline. A completeness determination of the application shall be made within thirty (30) days after submission of the final PUD plan application materials. An application is deemed complete once all fees, signed documentation, and all required application materials from subsection (C) are provided. If the application is deemed incomplete, the applicant will be notified of any deficiencies. The application process—including the scheduling of public meetings—will not continue until all deficiencies are corrected and the application is deemed complete. Once the application is determined to be complete, the applicant may submit new or revised application materials up to fourteen (14) days before the public hearing date. If materials are

provided after this deadline, the planning commission may continue the hearing if it determines staff requires more time to review and provide comments regarding the late submittals.

E. Public Notice and Referrals. As provided in Chapter 16.08 of this code, a public hearing regarding the application will be scheduled with the commission on the first available meeting date at least forty-five (45) days after the date the application was determined complete pursuant to subsection (D) above. Notices of the time and place of the hearing shall also be mailed to all utilities and state agencies who were requested to review the final plat, at least thirty (30) days prior to the hearing. The final PUD application materials may be provided to one (1) or more of the referral agencies referenced in Section 17.100.060(G) if deemed necessary by the town planner.

F. Application Review Process. The application will be evaluated according to the following review criteria:

This application has addressed each of the following review criteria earlier in the application. Please refer to the Preliminary PUD section.

1. Consistency with the comprehensive plan;

2. Compliance with zoning and density requirements;

3. Compatibility to neighboring land uses;

4. Availability of town services from public works (including water and sewer services), fire, and police;

5. Adequacy of off-street parking and vehicle, bicycle, and pedestrian circulation;

6. The extent to which any required open space or parks are designed for active or passive use by residents of the subdivision or the public; and

7. Development consistent with the natural character, contours, and viewsheds of the land;

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

Within sixty (60) days from the date of the planning commission's written decision on a final PUD plan application, or within such time as is mutually agreed by the town council and the applicant, the town council shall approve the application, with or without conditions, or deny the application. Town council's decision will be made by ordinance, and any ordinance approving a final PUD plan shall be recorded in the Garfield County real property records.

16.12.030 - Lot Splits.

This application seeks to split the overall parcel into two independent lots to support the proposed development. It is not anticipated that either lot will change ownership, thus continue to be owned by the Developers, Coal Seam LLC. However, the ultimate financing may require separation of the hotel from the commercial so this would require the lots to be split at this time, providing that flexibility in the future.

A. Application. An applicant for a lot split shall submit the following information:

1. A legal description of the existing lot or parcel proposed to be split.

See Exhibit N - Survey.

2. A statement as to the ownership of the lot or parcel, along with a copy of the deed evidencing such ownership, and a statement as to the ownership of the adjacent lots or parcels.

See Exhibit G for a copy of the deed. See Exhibit I for Adjacent Property Owners list.

• A drawing, to scale, depicting:

1. The locations and boundaries of the proposed lots;

See Plat map for graphic depiction of Lot 1A and Lot 1B.

2. All existing and proposed easements and rights-of-way, including descriptions thereof;

See Exhibit N - Plat for all easements, existing and proposed, and rights of way.

3. An indication of all adjacent property uses.

Adjacent property uses, as identified on the included Existing Conditions Survey include the River Park Condominiums to the east, the Colorado River to the north, the County Road 335 Right of Way to the South, Undeveloped land further to the south, and the I 70 interchange to the west. See Exhibit B - Adjacent Land Use Map.

B. Review Procedure. The applicant shall submit at least fifteen (15) copies of the application and drawing and any supporting information to the town administrator at least forty-five (45) days prior to a regularly scheduled meeting of the planning commission at which the application is to be considered. The town administrator, or a designee, shall review the application and drawing for compliance with all applicable town regulations. When the application is found to be complete, the application shall be referred to appropriate town staff departments, be scheduled for a public hearing before the town planning commission, and be reviewed and a decision made by the planning commission and the town council in the same manner as minor subdivision applications.

After final approval by the town council, and before the newly created lots may be placed into separate ownership, the applicant shall submit to the town administrator a final plat complying with all

requirements of Section 16.16.030. The form of the final plat may be approved at a staff level and does not require further approval by the town council provided that it is consistent with the drawing and other materials previously submitted to and approved by the town council. The approved final plat shall be recorded with the Garfield County clerk and recorder.

(Ord. 2004-3 § 15 (part); prior code § 14-02-130(C))

EXHIBIT A

Legal Description

Section: 2 Township:6 Range:91 Subdivision: RIVERSIDE PARK SUBDIVISION Lot:15.84 ACRES

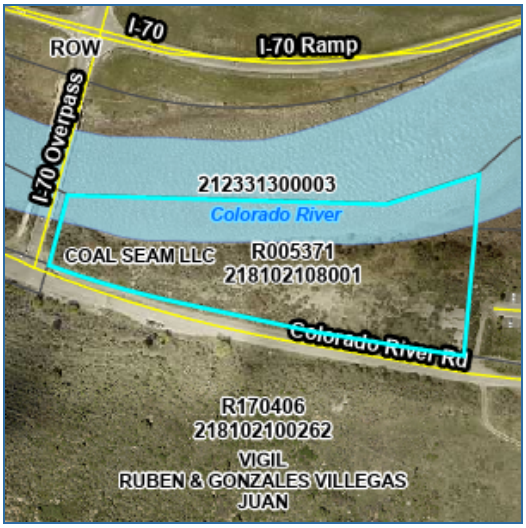
Garfield County, CO

Summary

Account	R005371
Parcel	218102108001
Property Address	7051 335 COUNTY RD, NEW CASTLE, CO 81647
Legal Description	Section: 2 Township: 6 Range: 91 Subdivision: RIVERSIDE PARK SUBDIVISION Lot: 1 5.84 ACRES
Acres	5.84
Land SqFt	0
Tax Area	79
Mill Levy	69.3440
Subdivision	RIVERSIDE PARK SUBDIVISION

View Map

Map



Owner

COAL SEAM LLC
110 SPUR DRIVE
GLENWOOD SPRINGS CO 81601

Land

Unit Type	VACANT COM LOTS - 0200 (VACANT LAND)
Square Feet	0
Acres	5.84

Actual Values

Tax Year	2025	2024	2023	2022	2021
Actual Value	**$1,081,160.00**	**$432,460.00**	**$432,460.00**	**$335,160.00**	**$335,160.00**

Assessed Values

Tax Year	2025	2024	2023	2022	2021
Non School Assessed Value	$291,910.00	$0.00	$0.00	$0.00	$0.00
School Assessed Value	$291,910.00	$0.00	$0.00	$0.00	$0.00
Pre 2025 Assessed Value	$0.00	$120,660.00	$120,660.00	$97,200.00	$97,200.00

*House Bill 24B-1001 established a separate assessment rate for school district residential properties, effective for the 2025 tax year and beyond. Click here for Assessor FAQs

Tax History

Tax Year	2024	2023	2022	2021
Taxes Billed	$8,367.04	$7,519.04	$6,453.40	$7,146.32

Click here to view the tax information for this parcel on the Garfield County Treasurer's website.

Transfers

Sale Date	Deed Type	Reception Number	Book - Page	Sale Price
1/30/2023	STATEMENT OF AUTHORITY	983169		$0
1/30/2023	SPECIAL WARRANTY DEED	983168		$900,000
11/16/2018	WARRANTY DEED	914259		$350,000
11/7/2018	STATEMENT OF AUTHORITY	914258		$0
9/21/2007	STATEMENT OF AUTHORITY	734504		$0
9/21/2007	WARRANTY DEED	734503		$690,000
9/21/2007	STATEMENT OF AUTHORITY	734502		$0
6/23/2006	AGREEMENT	704854	1834-0249	$0
7/12/1999	Plat	548663		$0
7/6/1992	RESOLUTION	437792	0838-0843	$0
1/8/1992	QUIT CLAIM DEED	430653	0821-0336	$0

Property Related Public Documents

Click here to view Property Related Public Documents

No data available for the following modules: Buildings, Photos, Sketches.

The Garfield County Assessor's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied are provided for the data herein, its use or interpretation. Data is subject to constant change and its accuracy and completeness cannot be guaranteed.
| User Privacy Policy | GDPR Privacy Notice
Last Data Upload: 5/19/2025, 12:09:49 AM

Contact Us

Developed by SCHNEIDER GEOSPATIAL

EXHIBIT B

Adjacent Land Use Map

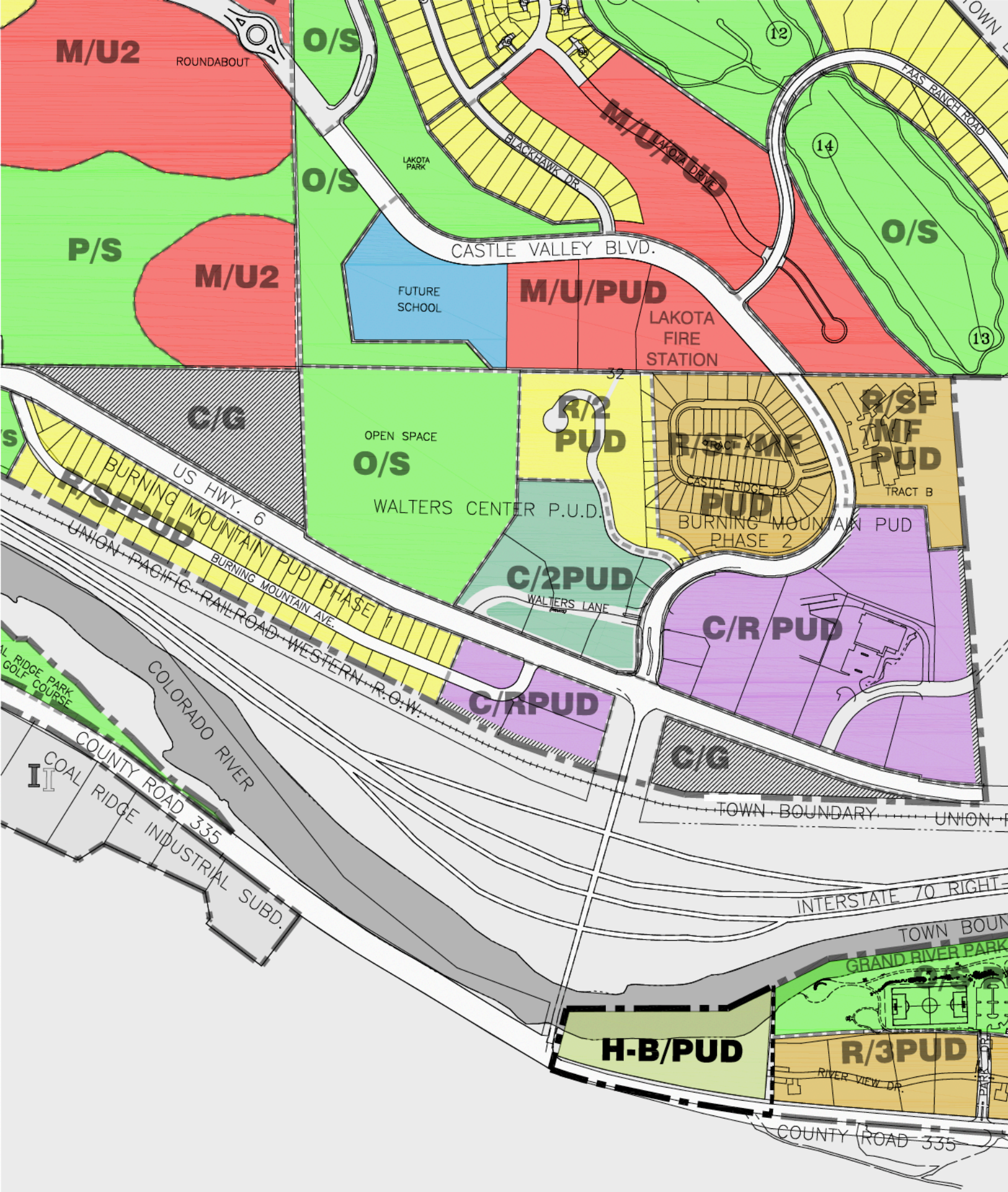

M/U2
ROUNDABOUT
O/S
LAKOTA PARK
BLACKHAWK DR.
M/U/PUD
LAKOTA DRIVE
FAAS RANCH ROAD
12
14
13
O/S
P/S
M/U2
CASTLE VALLEY BLVD.
FUTURE SCHOOL
M/U/PUD
LAKOTA FIRE STATION
C/G
OPEN SPACE
O/S
WALTERS CENTER P.U.D.
R/2 PUD
32
R/SF/MF PUD
TRACT A
CASTLE RIDGE DR.
BURNING MOUNTAIN PUD PHASE 2
R/SF/MF PUD
TRACT B
US HWY. 6
BURNING MOUNTAIN PUD PHASE 1
R/SF PUD
BURNING MOUNTAIN AVE.
UNION PACIFIC RAILROAD WESTERN R.O.W.
C/2PUD
WALTERS LANE
C/R PUD
C/RPUD
COLORADO RIVER
COAL RIDGE PARK GOLF COURSE
COUNTY ROAD 335
I
COAL RIDGE INDUSTRIAL SUBD.
C/G
TOWN BOUNDARY
INTERSTATE 70 RIGHT
TOWN BOUN
GRAND RIVER PARK
H-B/PUD
R/3PUD
RIVER VIEW DR.
PARK DR.
COUNTY ROAD 335

EXHIBIT C

Geotechnical Subsoil Study (HP Geotech)

Kumar & Associates, Inc.®
Geotechnical and Materials Engineers
and Environmental Scientists

April 8, 2025

Abdi Pizadeh
1101 Village Road, #LL-1B
Carbondale, Colorado 81623
abdi@aspenbuilt.net

Project No. 25-7-208

Subject: Subsoil Study for Foundation Design, Proposed Hotel, County Road 335, East of Castle Valley Boulevard, New Castle, Colorado

Dear Abdi:

As requested, Kumar & Associates, Inc. performed a subsoil study for design of foundations at the subject site. The study was conducted in general accordance with our agreement for geotechnical engineering services to you dated March 13, 2025. The data obtained and our recommendations based on the proposed construction and subsurface conditions encountered are presented in this report. Evaluation of potential geologic hazard impacts to the property is beyond the scope of our services.

Proposed Construction: Plans for the proposed building were conceptual at the time of our study. The proposed hotel is assumed to be a two- or three-story structure located on the site in the area of the pits shown on Figure 1. Ground floor is assumed to be structural over crawlspace or slab-on-grade. Cut depths are assumed to range between about 5 to 10 feet. Foundation loadings for this type of construction are assumed to be relatively light and typical of the proposed type of construction.

When building conditions and foundation loadings have been determined, we should be notified to re-evaluate the recommendations presented in this report.

Site Conditions: The subject site was vacant at the time of our field exploration with an exisitng abandoned building slab and parking areas. The ground surface was relatively flat in the proposed building area with a steep slope down to the river along the north side. Vegetation consists sagebrush, weeds and scattered scrub oak. The Colorado River is located immediately north of the property.

Subsurface Conditions: The subsurface conditions at the site were evaluated by excavating three exploratory pits at the approximate locations shown on Figure 1. The logs of the pits are presented on Figure 2. The subsoils encountered, below about ½ foot of topsoil or 4 to 10 feet of mixed clayey and granular fill with concrete debris, consist of mixed clay, gravel and sand down to the maximum explored depth of 16 feet. Results of swell-consolidation testing performed on

a relatively undisturbed sample of sandy clay, presented on Figure 4, indicate low to moderate compressibility under conditions of loading and wetting. Results of a gradation analysis performed on a sample of gravelly clay (minus 3-inch fraction) obtained from the site are presented on Figure 5. The laboratory test results are summarized in Table 1. No free water was observed in the pits at the time of excavation and the soils were slightly moist to moist.

Foundation Bearing Conditions: The fill soils encountered in the pits are variable, contain debris and are not suitable for support of the proposed construction. The natural soils encountered below the fill are variable clay, sand and gravel and possess low bearing capacity and typically low to moderate settlement potential. The proposed Hotel can be founded with spread footings bearing on the natural soils below the existing fill with a risk of settlement primarily if the bearing soils become wetted. At assumed excavation depths we expect the exposed subsoils to consist of a combination of fill and mixed clay and gravel. Fill exposed in the foundation area should be removed to expose the underlying natural soils. The sub-excavated depth can be backfilled with compacted structural fill or the foundation level can be deepened to bear directly on the natural soils. A lower risk option would be to extend the bearing level down to the assumed deeper granular soils or bedrock with a micro-pile foundation system. If recommendations for micro-piles are desired, we will need to drill borings on the site to further explore the subsoils. Alternatively, the Hotel can be founded with spread footings bearing on at least 3 feet of compacted structural fill in addition to removal of all the existing fill. This would help to reduce the risk of differential settlement and improve bearing conditions.

Foundation Recommendations: Considering the subsurface conditions encountered in the exploratory pits and the nature of the proposed construction, the building can be founded with spread footings bearing on the natural soils below the existing fill or on new compacted structural fill with a risk of settlement. Spread footings placed on the undisturbed natural soil or new structural fill can be designed for an allowable soil bearing pressure of 1,500 psf for support of the proposed Hotel. Footings placed entirely on at least 3 feet of compacted structural fill after removing the existing fill can be designed for an allowable bearing pressure of 2,000 psf. The soils are variable and tend to compress after wetting and there could be post-construction differential settlement of foundations. Footings should be a minimum width of 18 inches for continuous walls and 2 feet for columns. Loose disturbed soils and existing fill encountered at the foundation bearing level within the excavation should be removed to expose natural soils. We should observe the soils exposed in footing areas for bearing conditions. The footing bearing level can be extended down to the undisturbed natural soils or the sub-excavated depth can be backfilled with compacted structural fill. Structural fill can consist of the onsite soils processed to remove debris, topsoil, organics and rocks larger than about 6 inches or a suitable imported granular soils such as CDOT Class 5 or 6 base course. Structural fill should be spread in thin horizontal lifts, moisture conditioned to near optimum moisture content and compacted to at least

98% maximum standard Proctor density. Exterior footings should be provided with adequate cover above their bearing elevations for frost protection. Placement of footings at least 36 inches below the exterior grade is typically used in this area.

Continuous foundation walls should be heavily reinforced top and bottom to span local anomalies such as by assuming an unsupported length of at least 14 feet. Foundation walls acting as retaining structures should be designed to resist a lateral earth pressure based on an equivalent fluid unit weight of at least 55 pcf for the on-site soil as backfill. Cantilevered retaining structures which are separate from the Hotel and can be expected to deflect sufficiently to mobilize the full active earth pressure condition should be designed for a lateral earth pressure computed on the basis of an equivalent fluid unit weight of at least 45 pcf for backfill consisting of the on-site soils. The lateral resistance of foundation or retaining wall footings will be a combination of the sliding resistance of the footing on the foundation materials and passive earth pressure against the side of the footing. Resistance to sliding at the bottoms of the footings can be calculated based on a coefficient of friction of 0.35. Passive pressure of compacted backfill against the sides of the footings can be calculated using an equivalent fluid unit weight of 350 pcf. The coefficient of friction and passive pressure values recommended above assume ultimate soil strength. Suitable factors of safety should be included in the design to limit the strain which will occur at the ultimate strength, particularly in the case of passive resistance. Fill placed against the sides of the footings to resist lateral loads should be compacted to at least 95% of the maximum standard Proctor density at a moisture content near optimum. Wall backfill can consist of the onsite soils devoid of topsoil, organics, debris and rock larger than about 6 inches.

Floor Slabs: The natural on-site soils below the existing fill and topsoil can be used to support lightly loaded slab-on-grade construction. To reduce the effects of some differential movement, floor slabs should be separated from all bearing walls and columns with expansion joints which allow unrestrained vertical movement. Floor slab control joints should be used to reduce damage due to shrinkage cracking. The requirements for joint spacing and slab reinforcement should be established by the designer based on experience and the intended slab use. A minimum 4-inch layer of free-draining gravel should be placed beneath basement level slabs to facilitate drainage. This material should consist of minus 2-inch aggregate with less than 50% passing the No. 4 sieve and less than 2% passing the No. 200 sieve.

All fill materials for support of floor slabs should be compacted to at least 95% of maximum standard Proctor density at a moisture content near optimum. Required fill can consist of the on-site soils devoid of vegetation, topsoil and oversized rock.

Underdrain System: Although free water was not encountered during our exploration, it has been our experience in the area and where clayey soils are present that local perched groundwater can develop during times of heavy precipitation or seasonal runoff. Frozen ground

during spring runoff can create a perched condition. We recommend below-grade construction, such as retaining walls, crawlspace and basement areas (if any), be protected from wetting and hydrostatic pressure buildup by an underdrain system.

The drains should consist of rigid perforated PVC drainpipe placed in the bottom of the wall backfill surrounded above the invert level with free-draining granular material. The drain should be placed at each level of excavation and at least 1 foot below lowest adjacent finish grade and sloped at a minimum ½% to a suitable gravity outlet. Free-draining granular material used in the underdrain system should contain less than 2% passing the No. 200 sieve, less than 50% passing the No. 4 sieve and have a maximum size of 2 inches. The drain gravel backfill should be at least 1½ feet deep and covered with filter fabric such as Mirafi 140N or 160N. An impervious membrane such as 20 mil PVC should be placed beneath the drain gravel in a trough shape and attached to the foundation wall with mastic to prevent wetting of the bearing soils.

Surface Drainage: The following drainage precautions should be observed during construction and maintained at all times after the building has been completed:

1) Inundation of the foundation excavations and underslab areas should be avoided during construction.
2) Exterior backfill should be adjusted to near optimum moisture and compacted to at least 95% of the maximum standard Proctor density in pavement and slab areas and to at least 90% of the maximum standard Proctor density in landscape areas. Free-draining wall backfill should be covered with filter frabric and capped with about 2 feet of the on-site, finer graded soils to reduce surface water infiltration.
3) The ground surface surrounding the exterior of the building should be sloped to drain away from the foundation in all directions. We recommend a minimum slope of 12 inches in the first 10 feet in unpaved areas and a minimum slope of 3 inches in the first 10 feet in pavement and walkway areas.
4) Roof downspouts and drains should discharge well beyond the limits of all backfill.
5) Landscaping which requires regular heavy irrigation should be located at least 10 feet from the building. Consideration should be given to the use of xeriscape to limit potential wetting of soils below the foundation caused by irrigation.

Limitations: This study has been conducted in accordance with generally accepted geotechnical engineering principles and practices in this area at this time. We make no warranty either express or implied. The conclusions and recommendations submitted in this report are based upon the data obtained from the exploratory pits excavated at the locations indicated on Figure 1 and to the depths shown on Figure 2, the proposed type of construction, and our experience in the area. Our services do not include determining the presence, prevention or possibility of mold

or other biological contaminants (MOBC) developing in the future. If the client is concerned about MOBC, then a professional in this special field of practice should be consulted. Our findings include interpolation and extrapolation of the subsurface conditions identified at the exploratory pits and variations in the subsurface conditions may not become evident until excavation is performed. If conditions encountered during construction appear different from those described in this report, we should be notified at once so re-evaluation of the recommendations may be made.

This report has been prepared for the exclusive use by our client for design purposes. We are not responsible for technical interpretations by others of our information. As the project evolves, we should provide continued consultation and field services during construction to review and monitor the implementation of our recommendations, and to verify that the recommendations have been appropriately interpreted. Significant design changes may require additional analysis or modifications to the recommendations presented herein. We recommend on-site observation of excavations and foundation bearing strata and testing of structural fill by a representative of the geotechnical engineer.

If you have any questions or if we may be of further assistance, please let us know.

Respectfully Submitted,

Kumar & Associates, Inc.

COLORADO REGISTERED JAMES H. PARSONS 58663 PROFESSIONAL ENGINEER 4/11/25

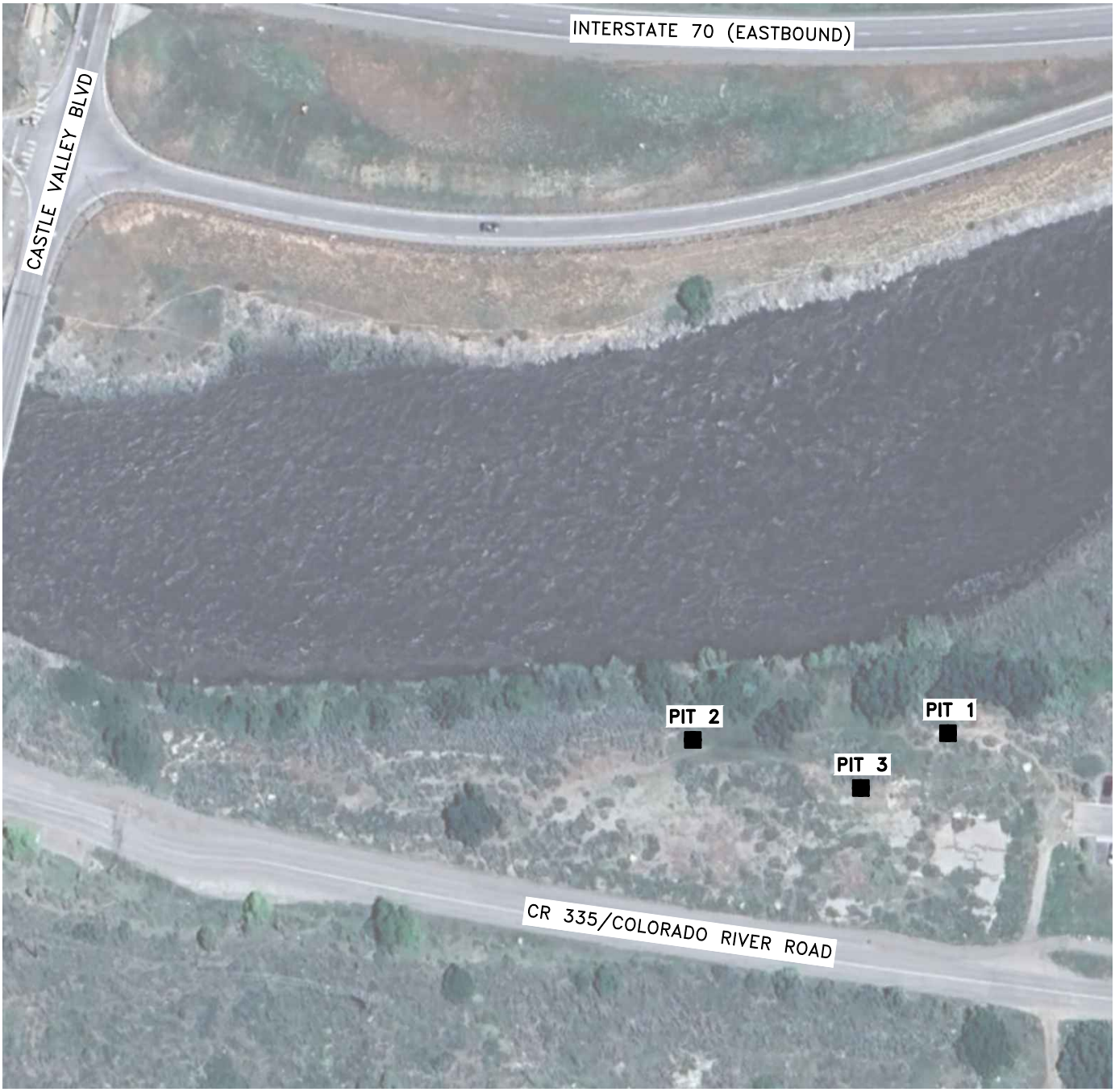
James H. Parsons, P.E.

Reviewed by:

Steven L. Pawlak, P.E.

JHP/kac

attachments
Figure 1 – Location of Exploratory Pits
Figure 2 – Logs of Exploratory Pits
Figure 3 – Legend and Notes
Figure 4 – Swell-Consolidation Test Results
Figure 5 – Gradation Test Results
Table 1 – Summary of Laboratory Test Results



60 0 60 120

APPROXIMATE SCALE–FEET

25–7–208	Kumar & Associates	LOCATION OF EXPLORATORY PITS	Fig. 1

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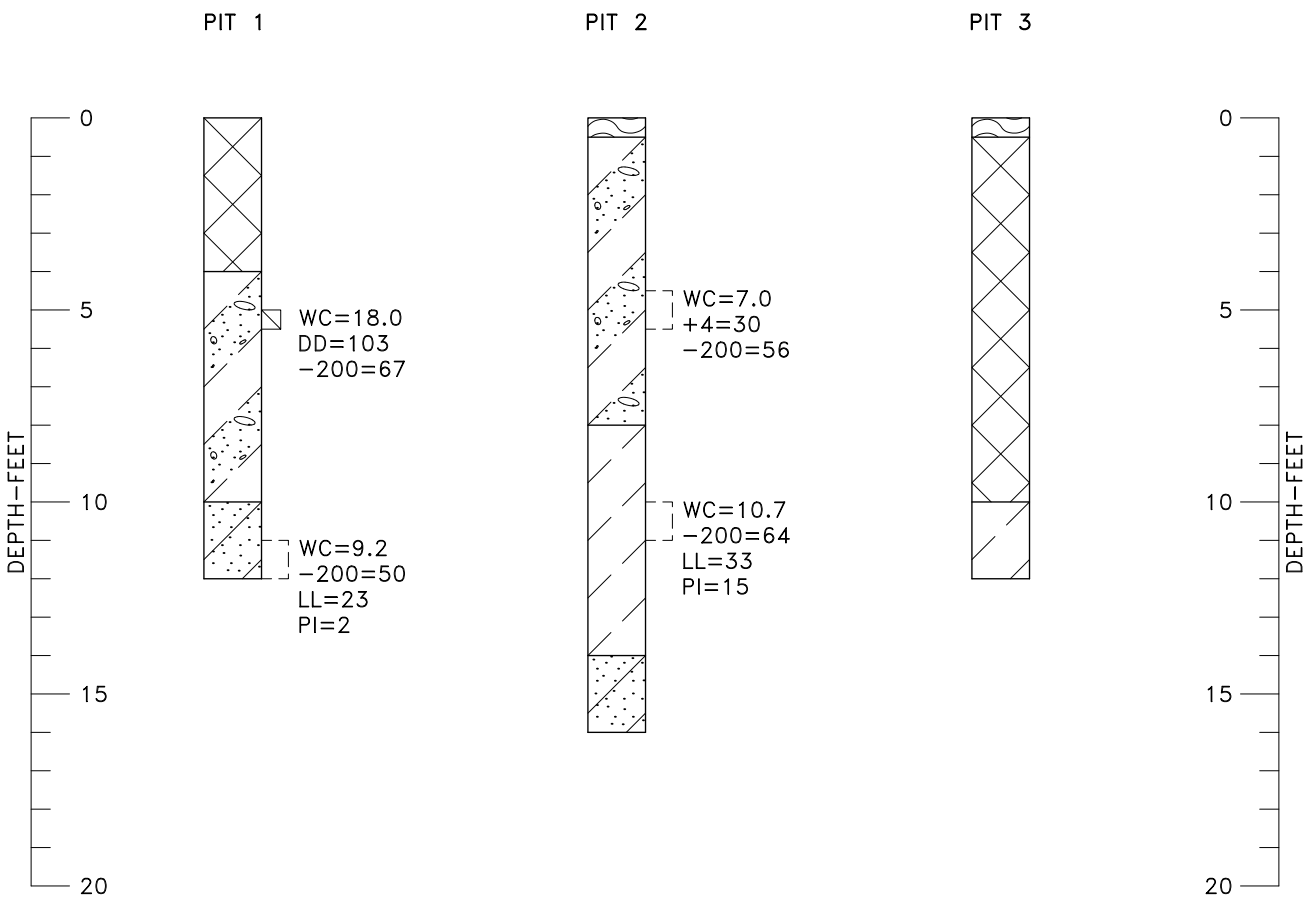

25-7-208	Kumar & Associates	LOGS OF EXPLORATORY PITS	Fig. 2

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LEGEND

TOPSOIL; CLAY, SANDY, GRAVELLY, ORGANICS, FIRM, MOIST, DARK BROWN.

FILL: SANDY SILT AND CLAY, SCATTERED COBBLES, DEBRIS, SMALL BOULDERS, SLIGHTLY MOIST.

GRAVEL AND CLAY (GC–CL); SANDY, TRACE CALCAREOUS, ANGULAR ROCK, MEDIUM DENSE, SLIGHTLY MOIST, BROWN.

SAND (SM); SILTY, MEDIUM DENSE, SLIGHTLY MOIST, BROWN.

HAND DRIVE SAMPLE.

DISTURBED BULK SAMPLE.

NOTES

1. THE EXPLORATORY PITS WERE EXCAVATED WITH A BACKHOE ON MARCH 13, 2025.
2. THE EXPLORATORY PITS WERE LOCATED BY THE CLIENT.
3. THE ELEVATIONS OF THE EXPLORATORY PITS WERE NOT MEASURED AND THE LOGS OF THE EXPLORATORY PITS ARE PLOTTED TO DEPTH.
4. THE EXPLORATORY PIT LOCATIONS SHOULD BE CONSIDERED ACCURATE ONLY TO THE DEGREE IMPLIED BY THE METHOD USED.
5. THE LINES BETWEEN MATERIALS SHOWN ON THE EXPLORATORY PIT LOGS REPRESENT THE APPROXIMATE BOUNDARIES BETWEEN MATERIAL TYPES AND THE TRANSITIONS MAY BE GRADUAL.
6. GROUNDWATER WAS NOT ENCOUNTERED IN THE PITS AT THE TIME OF EXCAVATION. PITS WERE BACKFILLED SUBSEQUENT TO SAMPLING.
7. LABORATORY TEST RESULTS:
   WC = WATER CONTENT (%) (ASTM D 2216);
   DD = DRY DENSITY (pcf) (ASTM D 2216);
   +4 = PERCENTAGE RETAINED ON NO. 4 SIEVE (ASTM D 422);
   −200= PERCENTAGE PASSING NO. 200 SIEVE (ASTM D 1140);
   LL = LIQUID LIMIT (ASTM D 4318);
   PI = PLASTICITY INDEX (ASTM D 4318).

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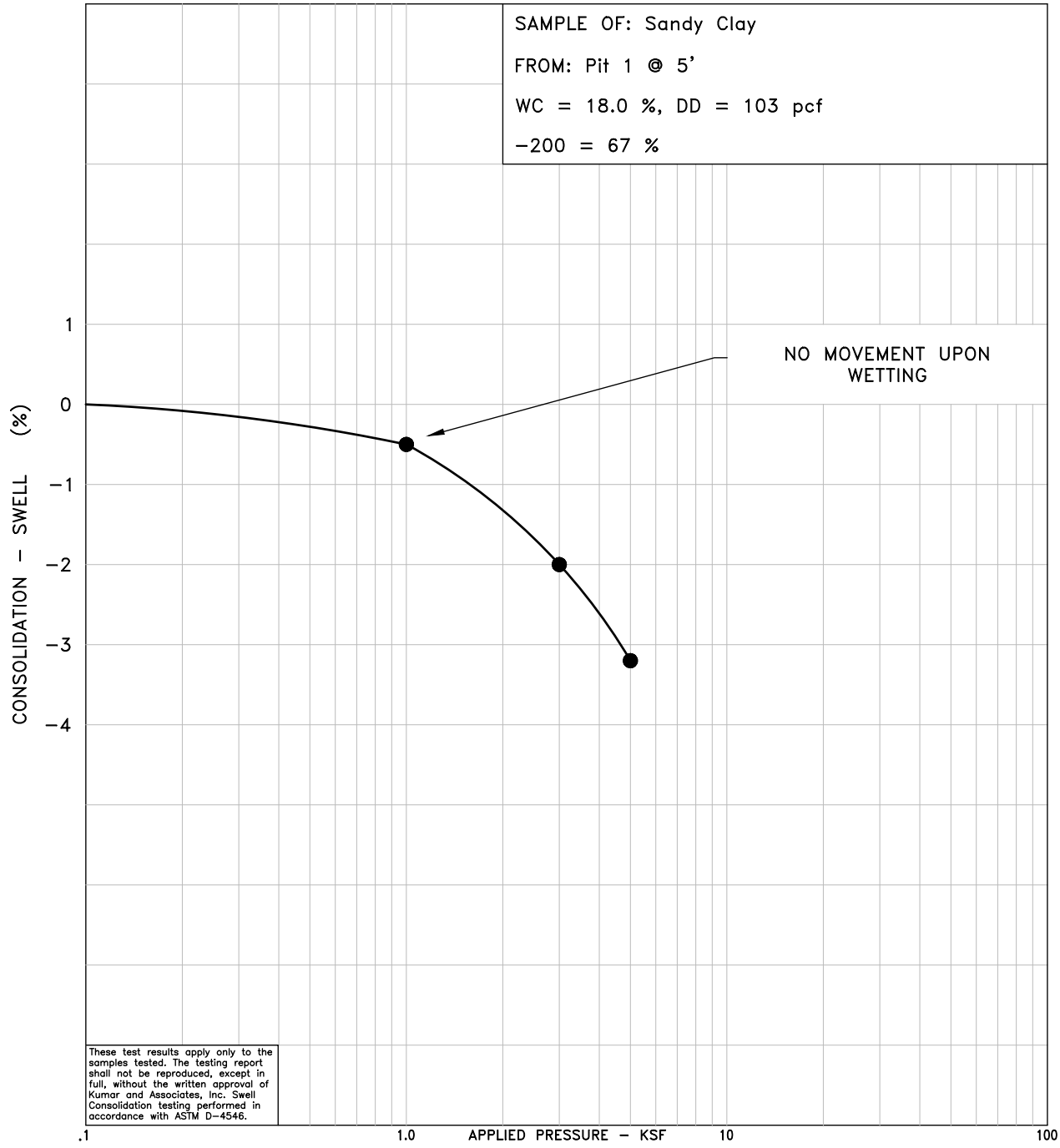
25-7-208	Kumar & Associates	LEGEND AND NOTES	Fig. 3



25-7-208	Kumar & Associates	SWELL-CONSOLIDATION TEST RESULTS	Fig. 4

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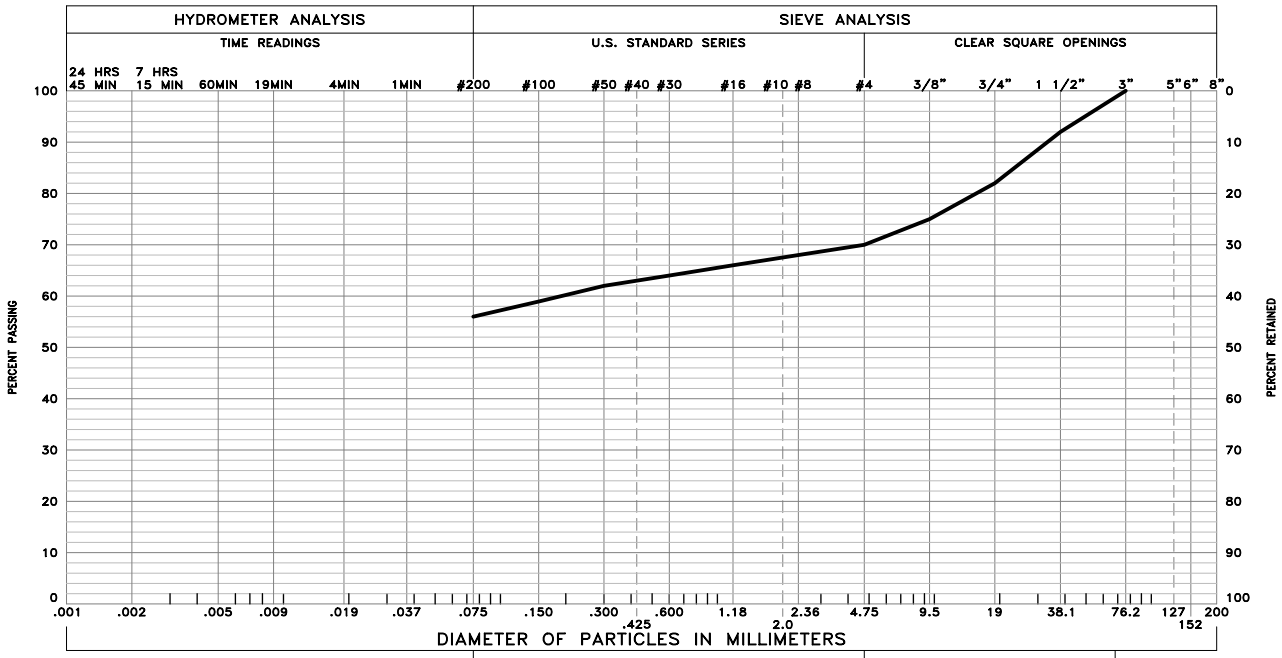

GRAVEL 30 % SAND 14 % SILT AND CLAY 56 %

LIQUID LIMIT – PLASTICITY INDEX –

SAMPLE OF: Sandy Gravelly Clay FROM: Pit 2 @ 4.5'

These test results apply only to the samples which were tested. The testing report shall not be reproduced, except in full, without the written approval of Kumar & Associates, Inc. Sieve analysis testing is performed in accordance with ASTM D6913, ASTM D7928, ASTM C136 and/or ASTM D1140.

25-7-208	Kumar & Associates	GRADATION TEST RESULTS	Fig. 5

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TABLE 1
SUMMARY OF LABORATORY TEST RESULTS

Project No. 25-7-208

SAMPLE LOCATION		NATURAL MOISTURE CONTENT	NATURAL DRY DENSITY	GRADATION		PERCENT PASSING NO. 200 SIEVE	ATTERBERG LIMITS		UNCONFINED COMPRESSIVE STRENGTH	SOIL TYPE
PIT	DEPTH (ft)	(%)	(pcf)	GRAVEL (%)	SAND (%)		LIQUID LIMIT (%)	PLASTIC INDEX (%)	(psf)	
1	5	18.0	103			67				Sandy Clay
	11 to 12	9.2				50	23	2		Sandy Silt and Gravel
2	4½	7.0		30	14	56				Sandy Gravelly Clay
	10	10.7				64	33	15		Sandy Clay

EXHIBIT D

Traffic Impact Study (Kellar Engineering)

Lot 1 Highway PUD

7051 County Road 335, New Castle, CO

Traffic Impact Study

KE Job #2024-031

Prepared for:

Aspen Built
1101 Village Rd. # LL-1B
Carbondale, CO 81623

Prepared by:

KELLAR ENGINEERING

skellar@kellarengineering.com
www.kellarengineering.com
970.219.1602 phone

May 3, 2024

Sean K. Kellar, PE, PTOE

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1.0 Introduction

The purpose of this Traffic Impact Study (TIS) is to identify project traffic generation characteristics, to identify potential traffic related impacts on the adjacent street system, and to develop mitigation measures required for identified traffic impacts. This TIS is for the Lot 1 Highway PUD project located at 7051 County Road (CR) 335, New Castle, Colorado. See Figure 1: Vicinity Map.

Kellar Engineering LLC (KE) has prepared the TIS to document the results of the project's anticipated traffic conditions in accordance with the Town of New Castle's requirements and to identify projected impacts to the local and regional traffic system.

2.0 Existing Conditions and Roadway Network

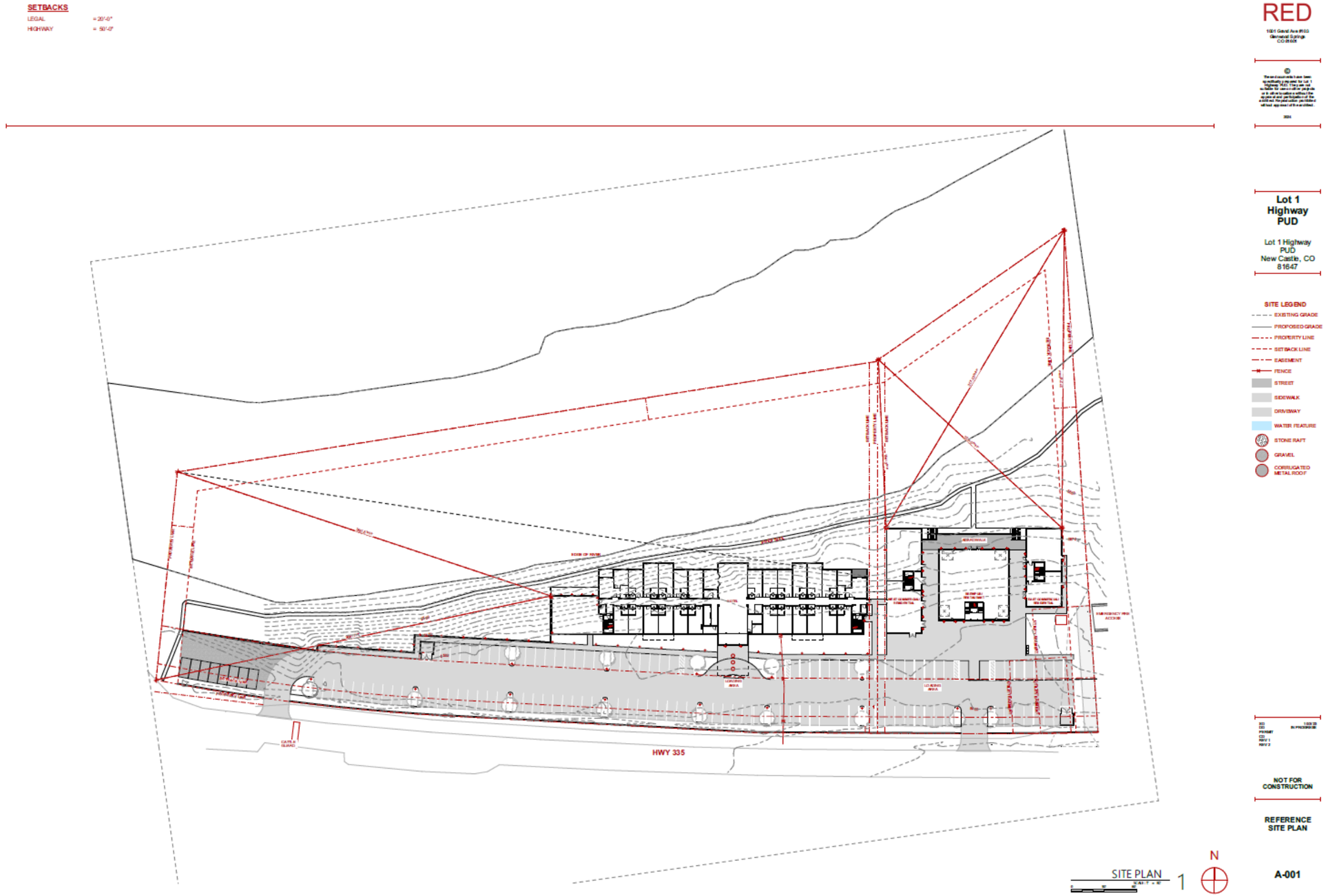
The project site is located at 7051 CR 335 in New Castle, CO. CR 335 is an existing east/west roadway with a posted speed of 35 mph. An eight-foot wide paved pedestrian/bike path exists along the north side of CR 335 adjacent to the project site. The CR 335/Castle Valley Blvd. intersection has all-way stop-control which is appropriate for the intersection's traffic volumes.

2.1 Recent Traffic Volumes

Recent peak hour traffic volume counts were conducted by All Traffic Data Services using data collection video cameras. The traffic counts were conducted in 15-minute intervals on Thursday, 3/21/2024 from 7:00 AM to 9:00 AM and 4:00 PM to 6:00 PM. The traffic counts are shown in Figure 3 with the count sheets provided in Appendix A.

Figure 1: Vicinity Map

Figure 2: Site Plan (For reference only. Provided by Architect. See Architectural Drawings for more information)



4.0 Proposed Development

The proposed project consists of a mix of hotel, retail, and restaurant/pub uses. See Table 1: Trip Generation and Figure 2: Site Plan.

4.1 Trip Generation

Site generated traffic estimates are determined through a process known as trip generation. Rates and equations are applied to the proposed land use to estimate traffic generated by the development during a specific time interval. The acknowledged source for trip generation rates is the *Trip Generation Manual* published by the Institute of Transportation Engineers (ITE). ITE has established trip generation rates in nationwide studies of similar land uses. For this study, KE used the *ITE 11th Edition Trip Generation Manual* average trip rates. The proposed project is anticipated to generate approximately 2,413 daily weekday trips, 157 AM total peak hour trips, and 231 PM total peak hour trips. See Table 1: Trip Generation.

4.2 Trip Distribution

Distribution of site traffic on the street system was based on the area street system characteristics, existing traffic patterns and volumes, anticipated surrounding development areas, and the proposed access system for the project. The directional distribution of traffic is a means to quantify the percentage of site generated traffic that approaches the site from a given direction and departs the site back to the original source. Figure 6 illustrates the trip distribution used for the project's analysis.

4.3 Traffic Assignment

Traffic assignment was obtained by applying the trip distributions to the estimated trip generation of the development. Figure 7 shows the site generated peak hour traffic assignment.

4.4 Short Range Total Peak Hour Traffic

Site generated peak hour traffic volumes were added to the background traffic volumes to represent the estimated traffic conditions for the short range 2026 horizon. These background (2026) and short range (2026) total traffic volumes are shown in Figure 4 and Figure 8 respectively. The short range analysis year 2026 includes the proposed development for the project plus a 2% increase in background traffic per the growth rates from CDOT OTIS (Online Transportation Information Systems).

4.5 Long Range Total Peak Hour Traffic

Site generated peak hour traffic volumes were added to the background traffic volumes to represent the estimated traffic conditions for the long range 2046 horizon. These background (2046) and long range (2046) total traffic volumes are shown in Figure 5 and Figure 9 respectively. The long range analysis year 2046 includes the proposed development for the project plus a 2% increase in background traffic per the growth rates from CDOT OTIS (Online Transportation Information Systems).

5.0 Traffic Operation Analysis

KE's analysis of traffic operations in the site vicinity was conducted to determine the capacity at the identified intersection. The acknowledged source for determining overall capacity is the Highway Capacity Manual.

5.1 Analysis Methodology

Capacity analysis results are listed in terms of level of service (LOS). LOS is a qualitative term describing operating conditions a driver will experience while traveling on a particular street or highway during a specific time interval. LOS ranges from an A (very little delay) to an F (long delays). A description of the level of service (LOS) for signalized and unsignalized intersections from the Highway Capacity Manual are provided in Appendix B.

5.2 Intersection Operational Analysis

Operational analysis was performed for the short range 2026 total horizon. The calculations for this analysis are provided in Appendix D. Using the short range total traffic volumes shown in Figure 8, the project's intersections are projected to meet level of service (LOS) criteria with full project build-out.

Table 1: Trip Generation (ITE Trip Generation, 11th Edition)

ITE Code	Land Use		Average Daily Trips		AM Peak Hour Trips						PM Peak Hour Trips					
		Size	Rate	Total	Rate	% In	In	% Out	Out	Total	Rate	% In	In	% Out	Out	Total
310	Hotel	71 Rooms	7.99	567	0.46	56%	18	44%	15	33	0.59	51%	21	49%	21	42
822	Retail	9.40 KSF	54.45	512	2.36	60%	13	40%	9	22	6.59	50%	31	50%	31	62
932	Restaurant/Pub	8.85 KSF	107.20	949	9.57	55%	47	45%	38	85	9.05	61%	49	39%	31	80
822	Retail	7.07 KSF	54.45	385	2.36	60%	10	40%	7	17	6.59	50%	23	50%	24	47
Total				**2413**			**88**		**69**	**157**			**124**		**107**	**231**

KSF = Thousand Square Feet

Figure 3: Recent Peak Hour Traffic

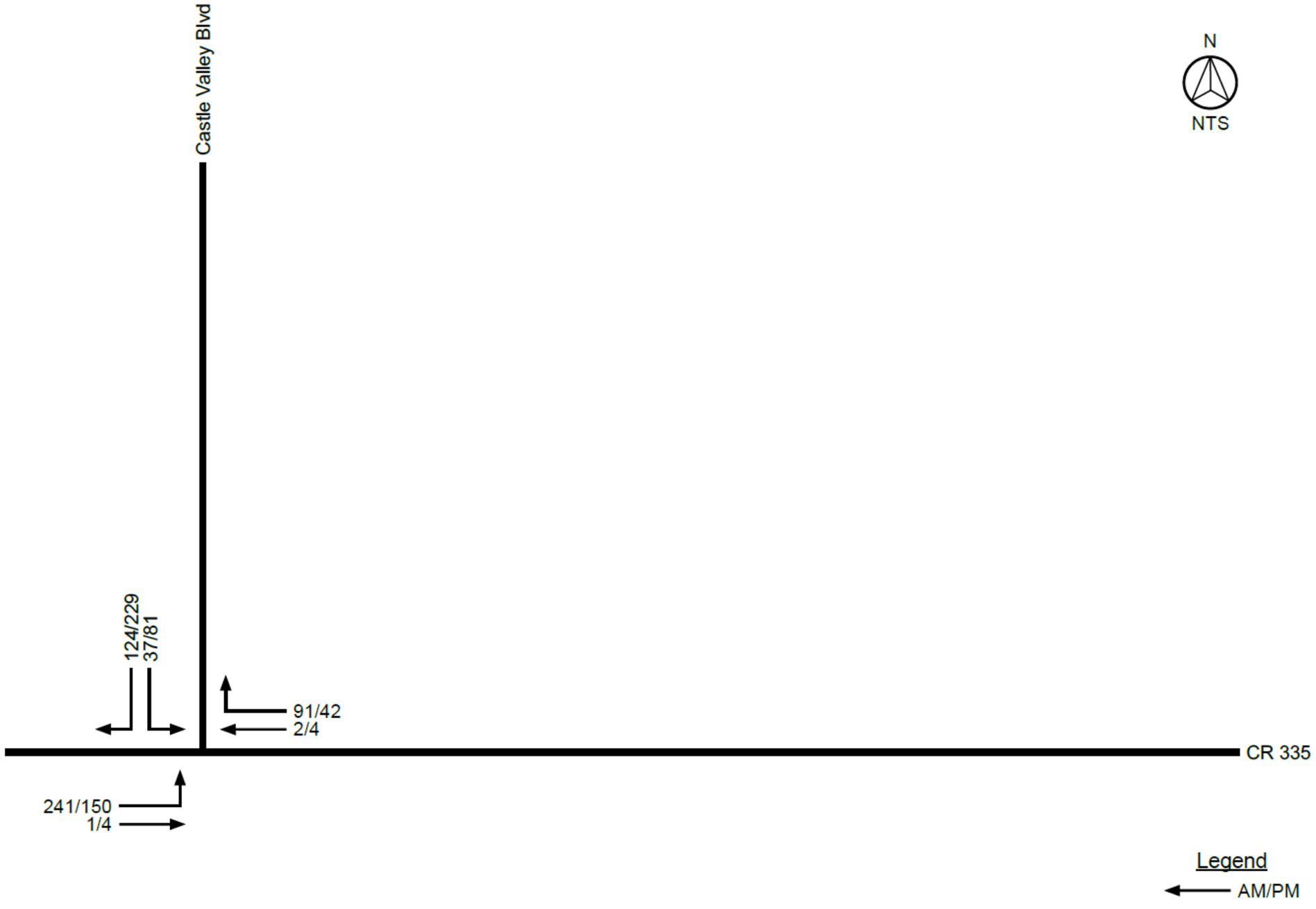


Figure 4: 2026 Background Traffic

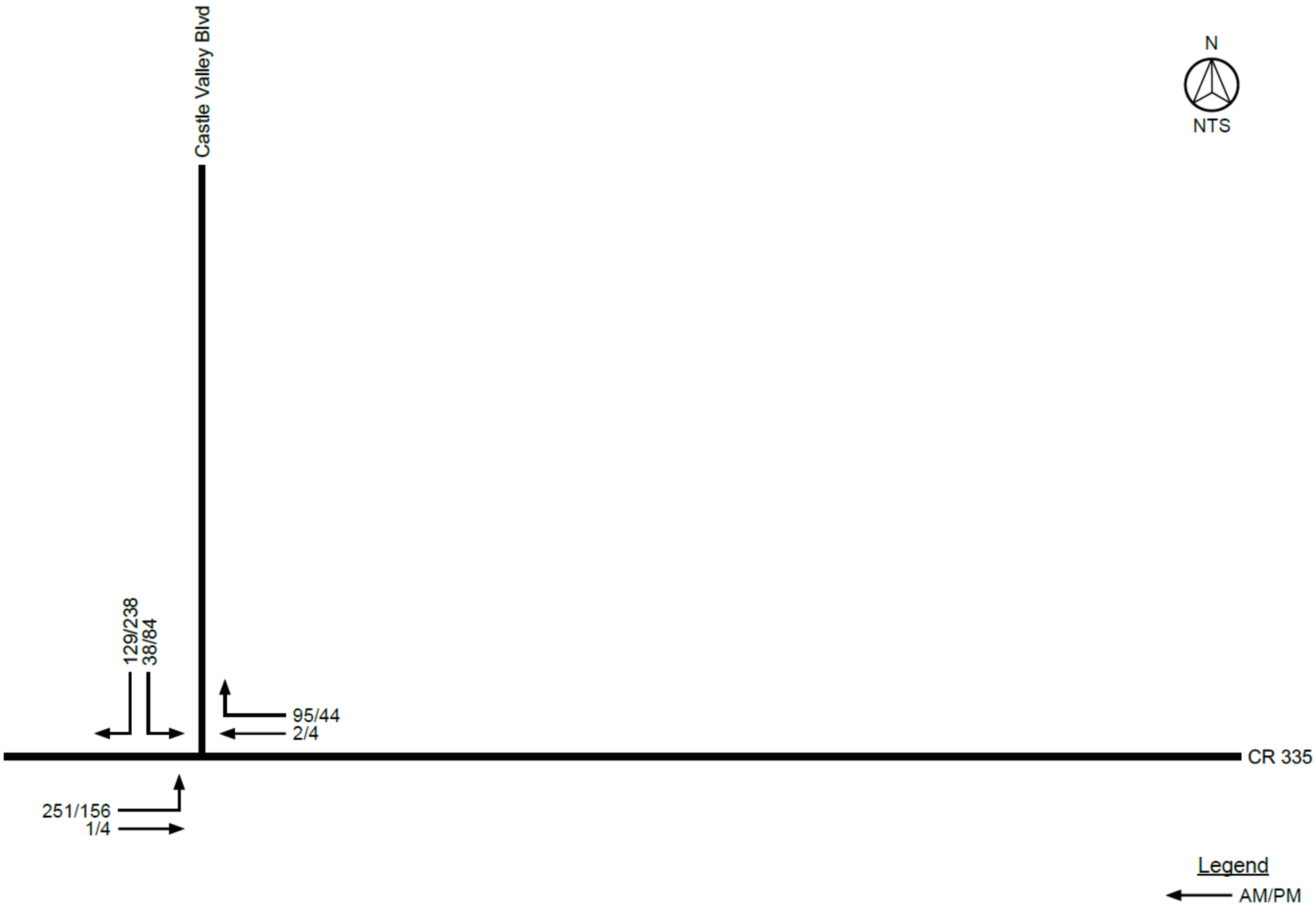


Figure 5: 2046 Background Traffic

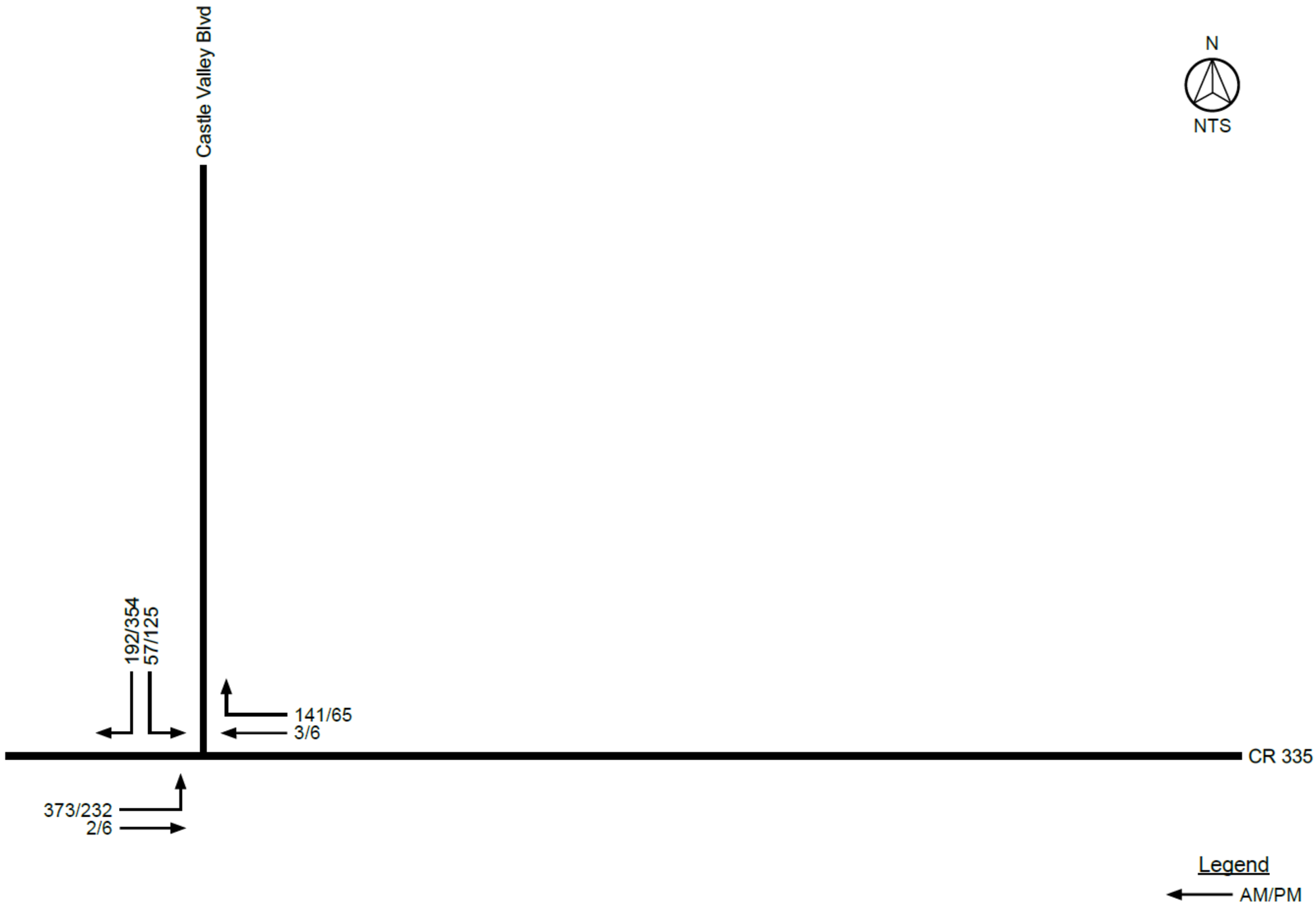


Figure 6: Trip Distribution

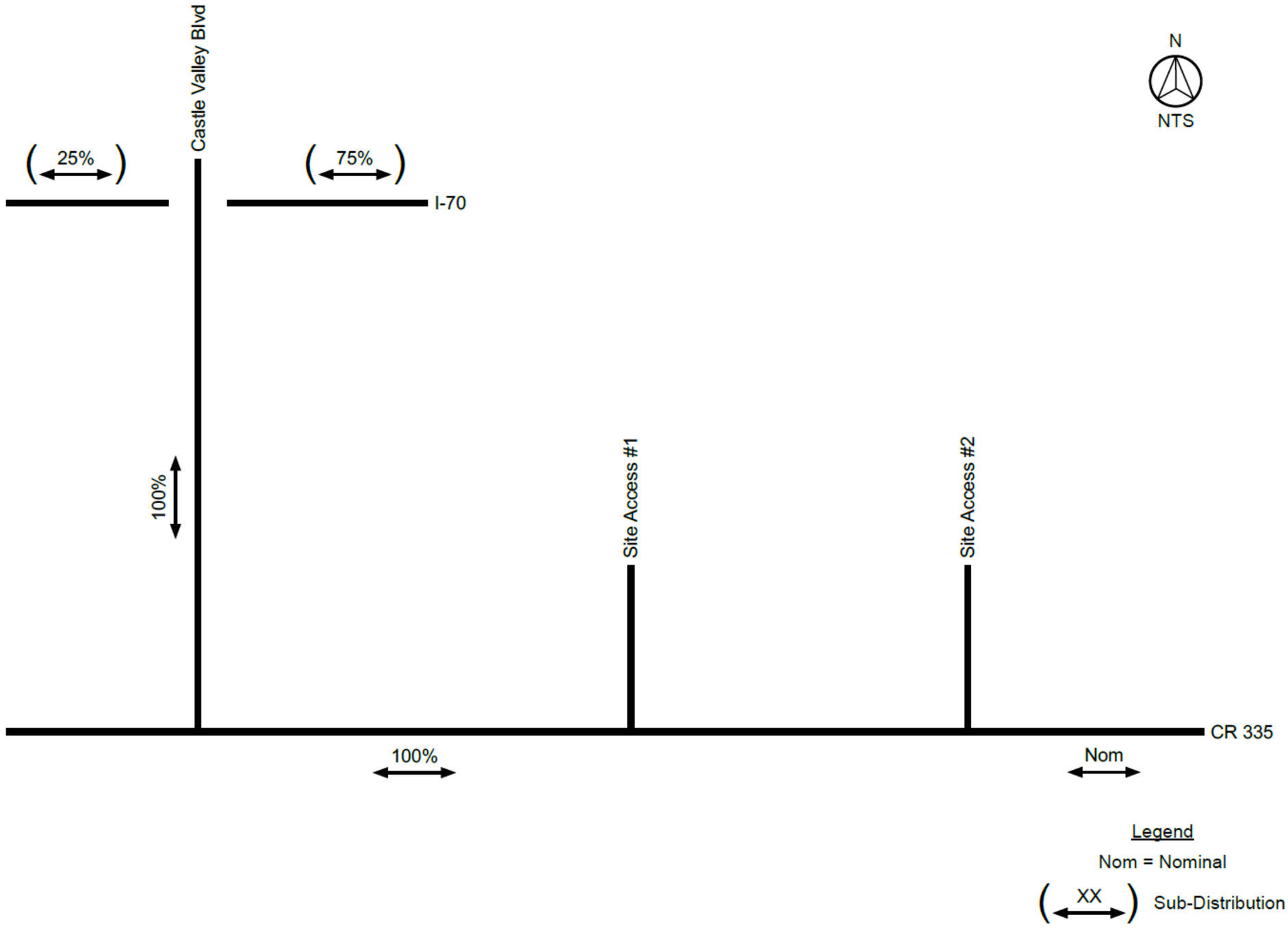


Figure 7: Site Generated Traffic

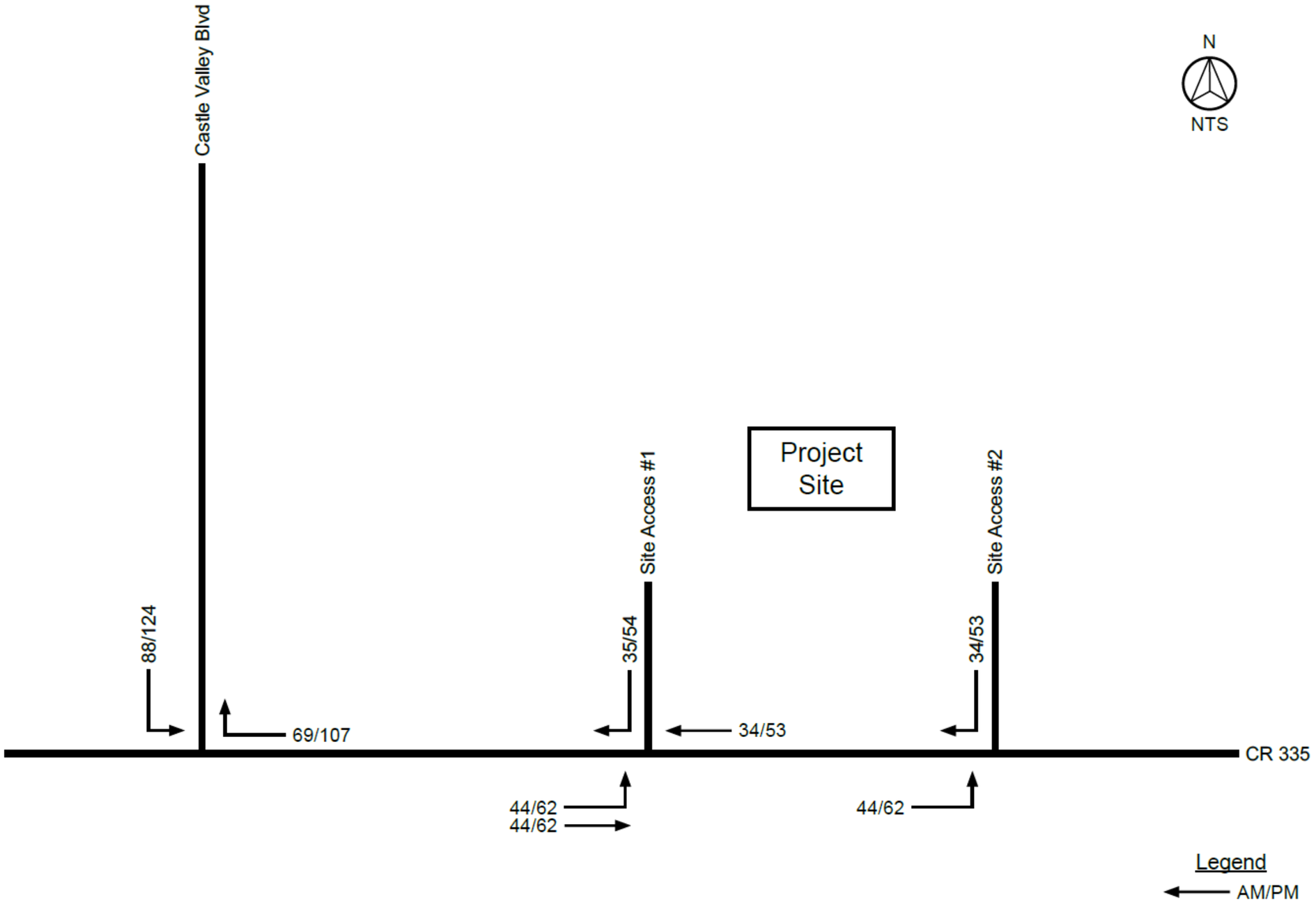


Figure 8: 2026 Short Range Total Traffic

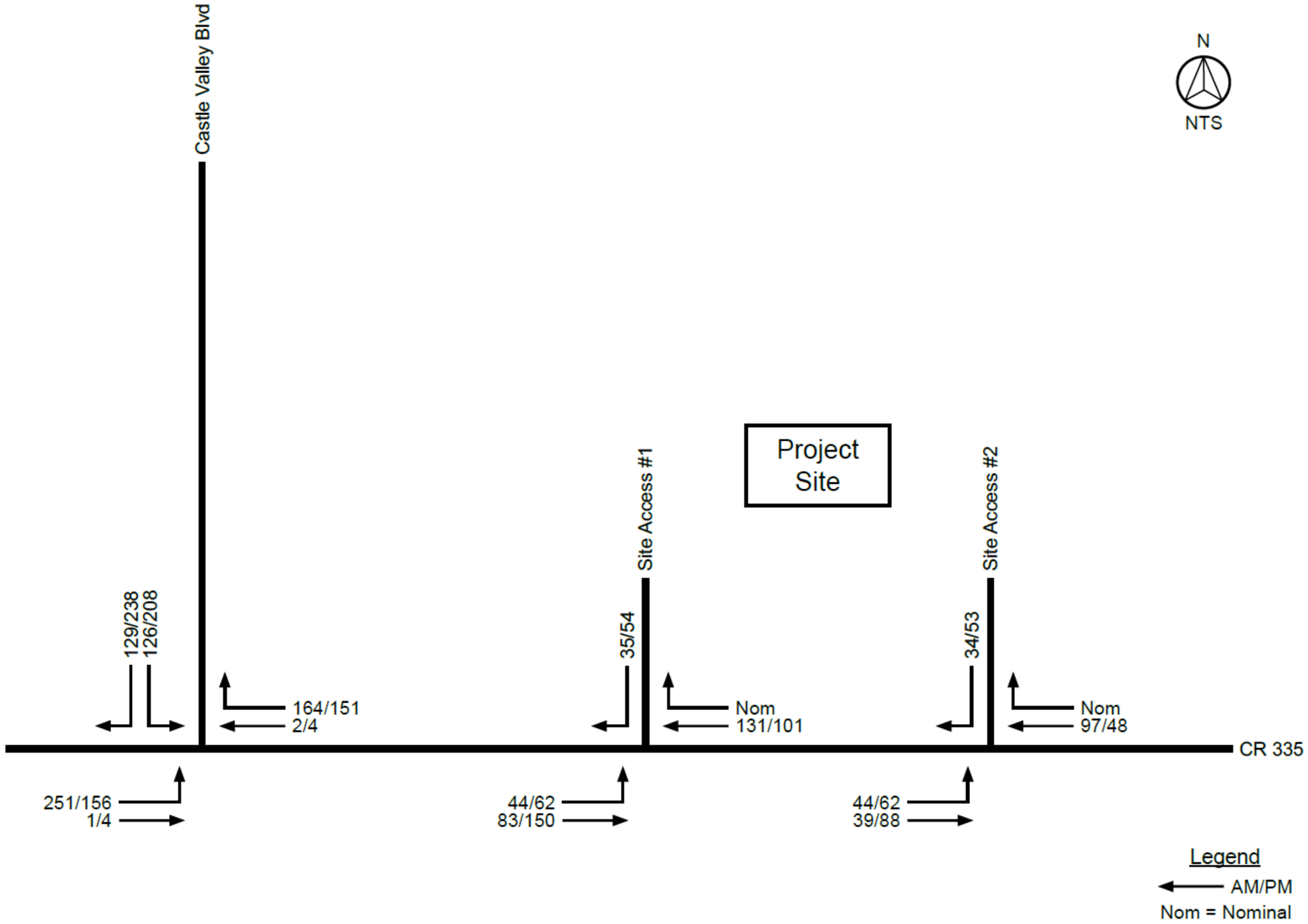


Figure 9: 2046 Long Range Total Traffic

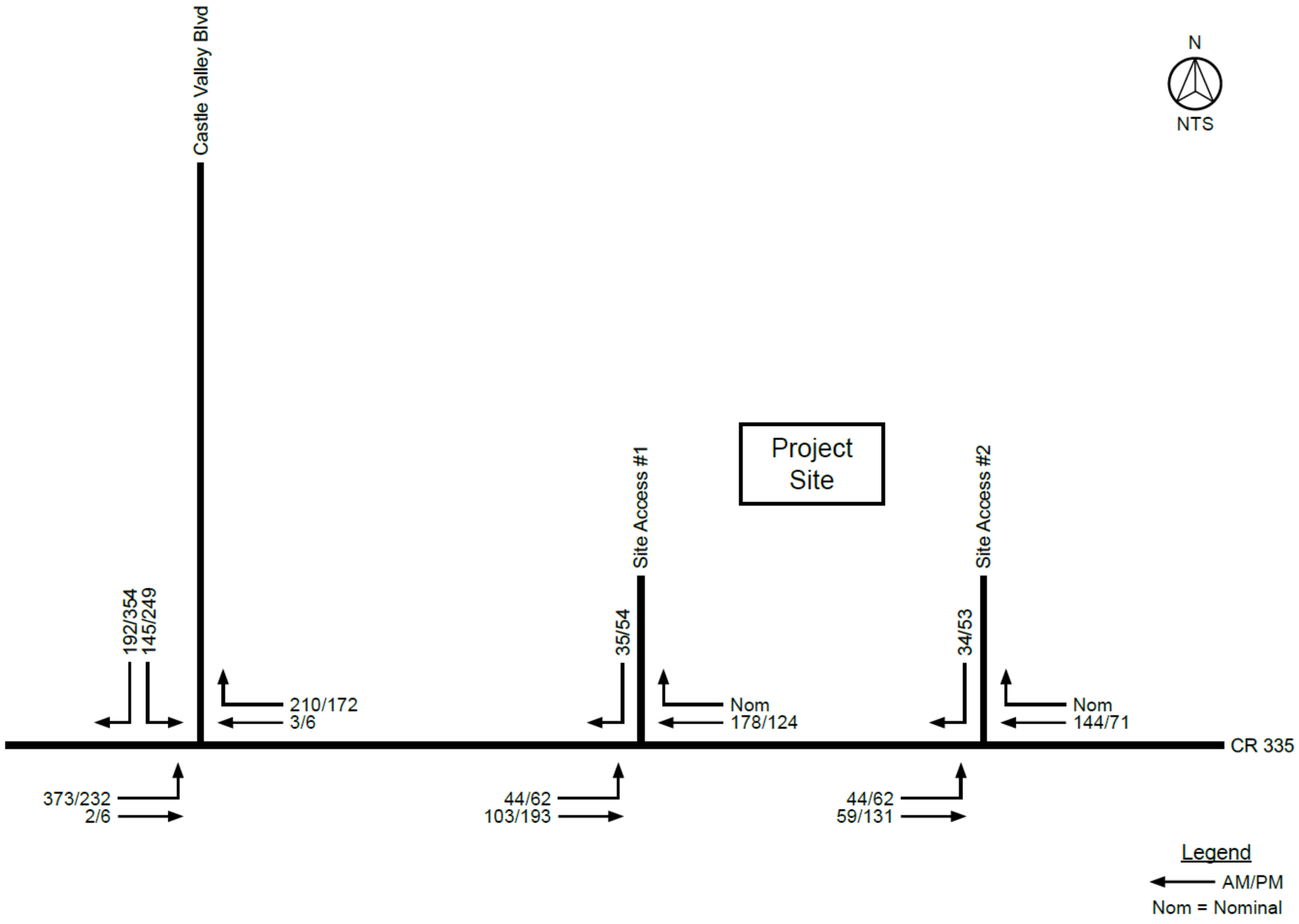


Table 3: Recent Peak Hour Operations

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
CR 335/Castle Valley Blvd			
	EB Left/Through	A	A
	EB Approach	A	A
	WB Through/Right	A	A
	WB Approach	A	A
	SB Left/Right	A	A
	SB Approach	A	A
	Overall	A	A

Table 4: 2026 Background Peak Hour Operations

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
CR 335/Castle Valley Blvd			
	EB Left/Through	B	A
	EB Approach	B	A
	WB Through/Right	A	A
	WB Approach	A	A
	SB Left/Right	A	A
	SB Approach	A	A
	Overall	A	A

Table 5: 2046 Background Peak Hour Operations

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
CR 335/Castle Valley Blvd			
	EB Left/Through	B	B
	EB Approach	B	B
	WB Through/Right	A	A
	WB Approach	A	A
	SB Left/Right	B	C
	SB Approach	B	C
	Overall	B	B

Table 6: 2026 Short Range Total Peak Hour Operations

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
CR 335/Castle Valley Blvd			
	EB Left/Through	B	B
	EB Approach	B	B
	WB Through/Right	A	A
	WB Approach	A	A
	SB Left/Right	B	B
	SB Approach	B	B
	Overall	B	B

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
CR 335/Site Access #1			
	EB Left/Through	A	A
	EB Approach	A	A
	WB Through/Right	A	A
	WB Approach	A	A
	SB Left/Right	A	A
	SB Approach	A	A
	Overall	A	A

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
CR 335/Site Access #2			
	EB Left/Through	A	A
	EB Approach	A	A
	WB Through/Right	A	A
	WB Approach	A	A
	SB Left/Right	A	A
	SB Approach	A	A
	Overall	A	A

Table 7: 2046 Long Range Total Peak Hour Operations

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
CR 335/Castle Valley Blvd			
	EB Left/Through	C	B
	EB Approach	C	B
	WB Through/Right	B	B
	WB Approach	B	B
	SB Left/Right	B	E (37.2 sec)
	SB Approach	B	E (37.2 sec)
	Overall	B	D (27.3 sec)

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
CR 335/Site Access #1			
	EB Left/Through	A	A
	EB Approach	A	A
	WB Through/Right	A	A
	WB Approach	A	A
	SB Left/Right	A	A
	SB Approach	A	A
	Overall	A	A

Intersection	Movement	Level of Service (LOS)	
		AM	PM
		LOS	LOS
CR 335/Site Access #2			
	EB Left/Through	A	A
	EB Approach	A	A
	WB Through/Right	A	A
	WB Approach	A	A
	SB Left/Right	A	A
	SB Approach	A	A
	Overall	A	A

6.0 Findings

Based upon the analysis presented in this TIS, the proposed project will be able to successfully meet the Town of New Castle's requirements. The study intersections are projected to operate acceptably upon full development of the proposed project.

The findings of the TIS are summarized below:

- The proposed project is anticipated to generate a maximum of approximately 2,413 daily weekday trips, 157 AM total peak hour trips, and 231 PM total peak hour trips. See Table 1: Trip Generation.
- The study intersections are projected to operate acceptably and comply with the County's intersection level of service (LOS) requirements with full development of the proposed project and background traffic. See Table 6.
- The existing street improvements are sufficient to handle the proposed project's traffic.

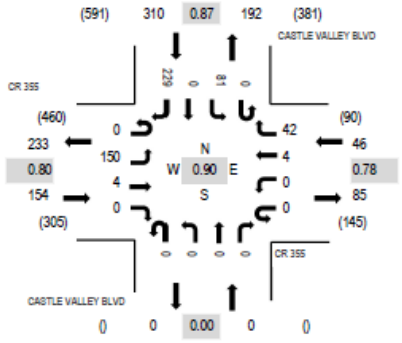
APPENDICES:

Appendix A: Traffic Counts

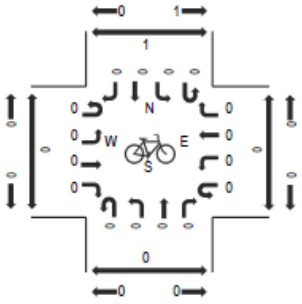
ALL TRAFFIC DATA SERVICES
(303) 216-2439
www.alltrafficdata.net

Location: 1 CASTLE VALLEY BLVD & CR 355 PM
Date: Thursday, March 21, 2024
Peak Hour: 05:00 PM - 06:00 PM
Peak 15-Minutes: 05:30 PM - 05:45 PM

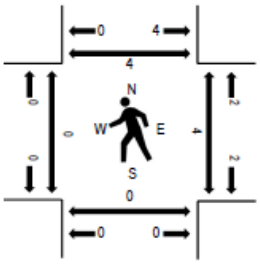
Peak Hour - Motorized Vehicles



Peak Hour - Bicycles



Peak Hour - Pedestrians



Note: Total study counts contained in parentheses.

Traffic Counts - Motorized Vehicles

Interval Start Time	CR 355 Eastbound				CR 355 Westbound				CASTLE VALLEY BLVD Northbound				CASTLE VALLEY BLVD Southbound				Total	Rolling Hour	Pedestrian Crossings			
	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right	U-Turn	Left	Thru	Right			West	East	South	North
4:00 PM	0	51	2	0	0	0	1	6	0	0	0	0	0	14	0	52	126	476	0	0	0	0
4:15 PM	0	36	0	0	0	0	2	8	0	0	0	0	0	12	0	63	121	479	0	0	0	1
4:30 PM	0	41	1	0	0	0	0	16	0	0	0	0	0	14	0	56	128	484	0	0	0	0
4:45 PM	0	20	0	0	0	0	0	11	0	0	0	0	0	17	0	53	101	497	0	0	0	2
5:00 PM	0	27	0	0	0	0	1	10	0	0	0	0	0	25	0	66	129	510	0	0	0	0
5:15 PM	0	35	3	0	0	0	1	11	0	0	0	0	0	15	0	61	126		0	4	0	1
5:30 PM	0	48	0	0	0	0	0	13	0	0	0	0	0	25	0	55	141		0	0	0	1
5:45 PM	0	40	1	0	0	0	2	8	0	0	0	0	0	16	0	47	114		0	0	0	2
Count Total	0	298	7	0	0	0	7	83	0	0	0	0	0	138	0	453	986		0	4	0	7
Peak Hour	0	150	4	0	0	0	4	42	0	0	0	0	0	81	0	229	510		0	4	0	4

Appendix B: Level of Service (LOS) Table

Level of Service Definitions

Level of Service (LOS)	Signalized Intersection Average Total Delay (sec/veh)	Unsignalized Intersection Average Total Delay (sec/veh)
A	≤ 10	≤ 10
B	> 10 and ≤ 20	> 10 and ≤ 15
C	> 20 and ≤ 35	> 15 and ≤ 25
D	> 35 and ≤ 55	> 25 and ≤ 35
E	> 55 and ≤ 80	> 35 and ≤ 50
F	> 80	> 50

Appendix C: Aerial Image

Appendix D: HCM Calculations (Synchro)

Intersection	
Intersection Delay, s/veh	9.1
Intersection LOS	A

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	241	1	2	91	37	124
Future Vol, veh/h	241	1	2	91	37	124
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	262	1	2	99	40	135
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	10	7.6	8.5
HCM LOS	A	A	A

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	100%	0%	23%
Vol Thru, %	0%	2%	0%
Vol Right, %	0%	98%	77%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	242	93	161
LT Vol	241	0	37
Through Vol	1	2	0
RT Vol	0	91	124
Lane Flow Rate	263	101	175
Geometry Grp	1	1	1
Degree of Util (X)	0.338	0.113	0.211
Departure Headway (Hd)	4.63	4.042	4.346
Convergence, Y/N	Yes	Yes	Yes
Cap	779	886	826
Service Time	2.655	2.071	2.37
HCM Lane V/C Ratio	0.338	0.114	0.212
HCM Control Delay	10	7.6	8.5
HCM Lane LOS	A	A	A
HCM 95th-tile Q	1.5	0.4	0.8

Intersection	
Intersection Delay, s/veh	9.4
Intersection LOS	A

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	150	4	4	42	81	229
Future Vol, veh/h	150	4	4	42	81	229
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	163	4	4	46	88	249
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	9.4	7.6	9.6
HCM LOS	A	A	A

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	97%	0%	26%
Vol Thru, %	3%	9%	0%
Vol Right, %	0%	91%	74%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	154	46	310
LT Vol	150	0	81
Through Vol	4	4	0
RT Vol	0	42	229
Lane Flow Rate	167	50	337
Geometry Grp	1	1	1
Degree of Util (X)	0.228	0.06	0.382
Departure Headway (Hd)	4.909	4.323	4.078
Convergence, Y/N	Yes	Yes	Yes
Cap	732	826	883
Service Time	2.944	2.362	2.095
HCM Lane V/C Ratio	0.228	0.061	0.382
HCM Control Delay	9.4	7.6	9.6
HCM Lane LOS	A	A	A
HCM 95th-tile Q	0.9	0.2	1.8

Intersection	
Intersection Delay, s/veh	9.2
Intersection LOS	A

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	251	1	2	95	38	129
Future Vol, veh/h	251	1	2	95	38	129
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	273	1	2	103	41	140
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	10.2	7.7	8.7
HCM LOS	B	A	A

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	100%	0%	23%
Vol Thru, %	0%	2%	0%
Vol Right, %	0%	98%	77%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	252	97	167
LT Vol	251	0	38
Through Vol	1	2	0
RT Vol	0	95	129
Lane Flow Rate	274	105	182
Geometry Grp	1	1	1
Degree of Util (X)	0.354	0.119	0.221
Departure Headway (Hd)	4.654	4.075	4.383
Convergence, Y/N	Yes	Yes	Yes
Cap	772	878	819
Service Time	2.681	2.106	2.408
HCM Lane V/C Ratio	0.355	0.12	0.222
HCM Control Delay	10.2	7.7	8.7
HCM Lane LOS	B	A	A
HCM 95th-tile Q	1.6	0.4	0.8

Intersection	
Intersection Delay, s/veh	9.5
Intersection LOS	A

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	156	4	4	44	84	238
Future Vol, veh/h	156	4	4	44	84	238
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	170	4	4	48	91	259
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	9.5	7.7	9.8
HCM LOS	A	A	A

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	97%	0%	26%
Vol Thru, %	3%	8%	0%
Vol Right, %	0%	92%	74%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	160	48	322
LT Vol	156	0	84
Through Vol	4	4	0
RT Vol	0	44	238
Lane Flow Rate	174	52	350
Geometry Grp	1	1	1
Degree of Util (X)	0.239	0.063	0.399
Departure Headway (Hd)	4.944	4.362	4.1
Convergence, Y/N	Yes	Yes	Yes
Cap	725	818	879
Service Time	2.981	2.405	2.121
HCM Lane V/C Ratio	0.24	0.064	0.398
HCM Control Delay	9.5	7.7	9.8
HCM Lane LOS	A	A	A
HCM 95th-tile Q	0.9	0.2	1.9

Intersection	
Intersection Delay, s/veh	10.4
Intersection LOS	B

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	251	1	2	164	126	129
Future Vol, veh/h	251	1	2	164	126	129
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	273	1	2	178	137	140
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	11.2	8.7	10.6
HCM LOS	B	A	B

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	100%	0%	49%
Vol Thru, %	0%	1%	0%
Vol Right, %	0%	99%	51%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	252	166	255
LT Vol	251	0	126
Through Vol	1	2	0
RT Vol	0	164	129
Lane Flow Rate	274	180	277
Geometry Grp	1	1	1
Degree of Util (X)	0.382	0.219	0.368
Departure Headway (Hd)	5.017	4.374	4.783
Convergence, Y/N	Yes	Yes	Yes
Cap	712	814	748
Service Time	3.078	2.439	2.844
HCM Lane V/C Ratio	0.385	0.221	0.37
HCM Control Delay	11.2	8.7	10.6
HCM Lane LOS	B	A	B
HCM 95th-tile Q	1.8	0.8	1.7

Intersection	
Int Delay, s/veh	2.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	44	83	131	1	1	35
Future Vol, veh/h	44	83	131	1	1	35
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	48	90	142	1	1	38

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	143	0	-	0	329	143
Stage 1	-	-	-	-	143	-
Stage 2	-	-	-	-	186	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1440	-	-	-	665	905
Stage 1	-	-	-	-	884	-
Stage 2	-	-	-	-	846	-
Platoon blocked, %			-	-	-	
Mov Cap-1 Maneuver	1440	-	-	-	642	905
Mov Cap-2 Maneuver	-	-	-	-	642	-
Stage 1	-	-	-	-	853	-
Stage 2	-	-	-	-	846	-

Approach	EB	WB	SB
HCM Control Delay, s	2.6	0	9.2
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1440	-	-	-	895
HCM Lane V/C Ratio	0.033	-	-	-	0.044
HCM Control Delay (s)	7.6	0	-	-	9.2
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1

Intersection	
Int Delay, s/veh	3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	44	39	97	1	1	34
Future Vol, veh/h	44	39	97	1	1	34
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	48	42	105	1	1	37

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	106	0	-	0	244	106
Stage 1	-	-	-	-	106	-
Stage 2	-	-	-	-	138	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1485	-	-	-	744	948
Stage 1	-	-	-	-	918	-
Stage 2	-	-	-	-	889	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1485	-	-	-	719	948
Mov Cap-2 Maneuver	-	-	-	-	719	-
Stage 1	-	-	-	-	888	-
Stage 2	-	-	-	-	889	-

Approach	EB	WB	SB
HCM Control Delay, s	4	0	9
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1485	-	-	-	939
HCM Lane V/C Ratio	0.032	-	-	-	0.041
HCM Control Delay (s)	7.5	0	-	-	9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1

Intersection	
Intersection Delay, s/veh	12.7
Intersection LOS	B

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	156	4	4	151	208	238
Future Vol, veh/h	156	4	4	151	208	238
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	170	4	4	164	226	259
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	10.6	9.2	14.6
HCM LOS	B	A	B

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	97%	0%	47%
Vol Thru, %	3%	3%	0%
Vol Right, %	0%	97%	53%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	160	155	446
LT Vol	156	0	208
Through Vol	4	4	0
RT Vol	0	151	238
Lane Flow Rate	174	168	485
Geometry Grp	1	1	1
Degree of Util (X)	0.265	0.222	0.613
Departure Headway (Hd)	5.49	4.747	4.554
Convergence, Y/N	Yes	Yes	Yes
Cap	647	746	785
Service Time	3.584	2.84	2.617
HCM Lane V/C Ratio	0.269	0.225	0.618
HCM Control Delay	10.6	9.2	14.6
HCM Lane LOS	B	A	B
HCM 95th-tile Q	1.1	0.8	4.3

Intersection	
Int Delay, s/veh	2.6

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	62	150	101	1	1	54
Future Vol, veh/h	62	150	101	1	1	54
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	67	163	110	1	1	59

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	111	0	-	0	408	111
Stage 1	-	-	-	-	111	-
Stage 2	-	-	-	-	297	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1479	-	-	-	599	942
Stage 1	-	-	-	-	914	-
Stage 2	-	-	-	-	754	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1479	-	-	-	569	942
Mov Cap-2 Maneuver	-	-	-	-	569	-
Stage 1	-	-	-	-	868	-
Stage 2	-	-	-	-	754	-

Approach	EB	WB	SB
HCM Control Delay, s	2.2	0	9.1
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1479	-	-	-	931
HCM Lane V/C Ratio	0.046	-	-	-	0.064
HCM Control Delay (s)	7.5	0	-	-	9.1
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.2

Intersection	
Int Delay, s/veh	3.7

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	62	88	48	1	1	53
Future Vol, veh/h	62	88	48	1	1	53
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	67	96	52	1	1	58

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	53	0	-	0	283	53
Stage 1	-	-	-	-	53	-
Stage 2	-	-	-	-	230	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1553	-	-	-	707	1014
Stage 1	-	-	-	-	970	-
Stage 2	-	-	-	-	808	-
Platoon blocked, %			-	-	-	
Mov Cap-1 Maneuver	1553	-	-	-	674	1014
Mov Cap-2 Maneuver	-	-	-	-	674	-
Stage 1	-	-	-	-	925	-
Stage 2	-	-	-	-	808	-

Approach	EB	WB	SB
HCM Control Delay, s	3.1	0	8.8
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1553	-	-	-	1005
HCM Lane V/C Ratio	0.043	-	-	-	0.058
HCM Control Delay (s)	7.4	0	-	-	8.8
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.2

Intersection	
Intersection Delay, s/veh	12.1
Intersection LOS	B

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	373	2	3	141	57	192
Future Vol, veh/h	373	2	3	141	57	192
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	405	2	3	153	62	209
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	14.4	8.7	10.7
HCM LOS	B	A	B

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	99%	0%	23%
Vol Thru, %	1%	2%	0%
Vol Right, %	0%	98%	77%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	375	144	249
LT Vol	373	0	57
Through Vol	2	3	0
RT Vol	0	141	192
Lane Flow Rate	408	157	271
Geometry Grp	1	1	1
Degree of Util (X)	0.563	0.197	0.365
Departure Headway (Hd)	4.972	4.524	4.849
Convergence, Y/N	Yes	Yes	Yes
Cap	717	783	736
Service Time	3.05	2.616	2.921
HCM Lane V/C Ratio	0.569	0.201	0.368
HCM Control Delay	14.4	8.7	10.7
HCM Lane LOS	B	A	B
HCM 95th-tile Q	3.5	0.7	1.7

Intersection	
Intersection Delay, s/veh	13.6
Intersection LOS	B

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	232	6	6	65	125	354
Future Vol, veh/h	232	6	6	65	125	354
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	252	7	7	71	136	385
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	12.1	8.7	15.1
HCM LOS	B	A	C

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	97%	0%	26%
Vol Thru, %	3%	8%	0%
Vol Right, %	0%	92%	74%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	238	71	479
LT Vol	232	0	125
Through Vol	6	6	0
RT Vol	0	65	354
Lane Flow Rate	259	77	521
Geometry Grp	1	1	1
Degree of Util (X)	0.396	0.109	0.64
Departure Headway (Hd)	5.512	5.068	4.424
Convergence, Y/N	Yes	Yes	Yes
Cap	657	710	807
Service Time	3.515	3.076	2.497
HCM Lane V/C Ratio	0.394	0.108	0.646
HCM Control Delay	12.1	8.7	15.1
HCM Lane LOS	B	A	C
HCM 95th-tile Q	1.9	0.4	4.7

Intersection	
Intersection Delay, s/veh	14.8
Intersection LOS	B

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	373	2	3	210	145	192
Future Vol, veh/h	373	2	3	210	145	192
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	405	2	3	228	158	209
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	17.3	10.5	14.6
HCM LOS	C	B	B

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	99%	0%	43%
Vol Thru, %	1%	1%	0%
Vol Right, %	0%	99%	57%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	375	213	337
LT Vol	373	0	145
Through Vol	2	3	0
RT Vol	0	210	192
Lane Flow Rate	408	232	366
Geometry Grp	1	1	1
Degree of Util (X)	0.624	0.323	0.544
Departure Headway (Hd)	5.515	5.025	5.345
Convergence, Y/N	Yes	Yes	Yes
Cap	656	713	674
Service Time	3.553	3.07	3.387
HCM Lane V/C Ratio	0.622	0.325	0.543
HCM Control Delay	17.3	10.5	14.6
HCM Lane LOS	C	B	B
HCM 95th-tile Q	4.4	1.4	3.3

Intersection	
Int Delay, s/veh	1.9

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	44	103	178	1	1	35
Future Vol, veh/h	44	103	178	1	1	35
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	48	112	193	1	1	38

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	194	0	-	0	402	194
Stage 1	-	-	-	-	194	-
Stage 2	-	-	-	-	208	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1379	-	-	-	604	847
Stage 1	-	-	-	-	839	-
Stage 2	-	-	-	-	827	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1379	-	-	-	582	847
Mov Cap-2 Maneuver	-	-	-	-	582	-
Stage 1	-	-	-	-	808	-
Stage 2	-	-	-	-	827	-

Approach	EB	WB	SB
HCM Control Delay, s	2.3	0	9.5
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1379	-	-	-	836
HCM Lane V/C Ratio	0.035	-	-	-	0.047
HCM Control Delay (s)	7.7	0	-	-	9.5
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1

Intersection	
Int Delay, s/veh	2.4

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	44	59	144	1	1	34
Future Vol, veh/h	44	59	144	1	1	34
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	48	64	157	1	1	37

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	158	0	-	0	318	158
Stage 1	-	-	-	-	158	-
Stage 2	-	-	-	-	160	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1422	-	-	-	675	887
Stage 1	-	-	-	-	871	-
Stage 2	-	-	-	-	869	-
Platoon blocked, %			-	-	-	
Mov Cap-1 Maneuver	1422	-	-	-	651	887
Mov Cap-2 Maneuver	-	-	-	-	651	-
Stage 1	-	-	-	-	841	-
Stage 2	-	-	-	-	869	-

Approach	EB	WB	SB
HCM Control Delay, s	3.3	0	9.3
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1422	-	-	-	878
HCM Lane V/C Ratio	0.034	-	-	-	0.043
HCM Control Delay (s)	7.6	0	-	-	9.3
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.1

Intersection	
Intersection Delay, s/veh	27.3
Intersection LOS	D

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	232	6	6	172	249	354
Future Vol, veh/h	232	6	6	172	249	354
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	252	7	7	187	271	385
Number of Lanes	0	1	1	0	1	0

Approach	EB	WB	SB
Opposing Approach	WB	EB	
Opposing Lanes	1	1	0
Conflicting Approach Left	SB		WB
Conflicting Lanes Left	1	0	1
Conflicting Approach Right		SB	EB
Conflicting Lanes Right	0	1	1
HCM Control Delay	14.3	11.1	37.2
HCM LOS	B	B	E

Lane	EBLn1	WBLn1	SBLn1
Vol Left, %	97%	0%	41%
Vol Thru, %	3%	3%	0%
Vol Right, %	0%	97%	59%
Sign Control	Stop	Stop	Stop
Traffic Vol by Lane	238	178	603
LT Vol	232	0	249
Through Vol	6	6	0
RT Vol	0	172	354
Lane Flow Rate	259	193	655
Geometry Grp	1	1	1
Degree of Util (X)	0.448	0.302	0.908
Departure Headway (Hd)	6.23	5.611	4.988
Convergence, Y/N	Yes	Yes	Yes
Cap	577	637	728
Service Time	4.293	3.679	3.034
HCM Lane V/C Ratio	0.449	0.303	0.9
HCM Control Delay	14.3	11.1	37.2
HCM Lane LOS	B	B	E
HCM 95th-tile Q	2.3	1.3	12

Intersection	
Int Delay, s/veh	2.2

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	62	193	124	1	1	54
Future Vol, veh/h	62	193	124	1	1	54
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	67	210	135	1	1	59

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	136	0	-	0	480	136
Stage 1	-	-	-	-	136	-
Stage 2	-	-	-	-	344	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1448	-	-	-	545	913
Stage 1	-	-	-	-	890	-
Stage 2	-	-	-	-	718	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1448	-	-	-	517	913
Mov Cap-2 Maneuver	-	-	-	-	517	-
Stage 1	-	-	-	-	844	-
Stage 2	-	-	-	-	718	-

Approach	EB	WB	SB
HCM Control Delay, s	1.8	0	9.3
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1448	-	-	-	900
HCM Lane V/C Ratio	0.047	-	-	-	0.066
HCM Control Delay (s)	7.6	0	-	-	9.3
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.2

Intersection	
Int Delay, s/veh	3

Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations						
Traffic Vol, veh/h	62	131	71	1	1	53
Future Vol, veh/h	62	131	71	1	1	53
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	67	142	77	1	1	58

Major/Minor	Major1		Major2		Minor2	
Conflicting Flow All	78	0	-	0	354	78
Stage 1	-	-	-	-	78	-
Stage 2	-	-	-	-	276	-
Critical Hdwy	4.12	-	-	-	6.42	6.22
Critical Hdwy Stg 1	-	-	-	-	5.42	-
Critical Hdwy Stg 2	-	-	-	-	5.42	-
Follow-up Hdwy	2.218	-	-	-	3.518	3.318
Pot Cap-1 Maneuver	1520	-	-	-	644	983
Stage 1	-	-	-	-	945	-
Stage 2	-	-	-	-	771	-
Platoon blocked, %		-	-	-		
Mov Cap-1 Maneuver	1520	-	-	-	613	983
Mov Cap-2 Maneuver	-	-	-	-	613	-
Stage 1	-	-	-	-	900	-
Stage 2	-	-	-	-	771	-

Approach	EB	WB	SB
HCM Control Delay, s	2.4	0	8.9
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1520	-	-	-	972
HCM Lane V/C Ratio	0.044	-	-	-	0.06
HCM Control Delay (s)	7.5	0	-	-	8.9
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.2

KELLAR ENGINEERING

Sean Kellar, PE, PTOE

Principal Engineer

Education
B.S., Civil Engineering, Arizona State University – Tempe, AZ

Registration
Colorado, Professional Engineer (PE)
Wyoming, Professional Engineer (PE)
Idaho, Professional Engineer (PE)
Arizona, Professional Engineer (PE)
Kansas, Professional Engineer (PE)
Missouri, Professional Engineer (PE)
Professional Traffic Operations Engineer (PTOE)

Professional Memberships
Institute of Transportation Engineers (ITE)

Industry Tenure
24 Years

Sean's wide range of expertise includes: transportation planning, traffic modeling roadway design, bike and pedestrian facilities, traffic impact studies, traffic signal warrant analysis, parking studies, corridor planning and access management. Sean's experience in both the private and public sectors; passion for safety and excellence; and strong communication and collaboration skills can bring great value to any project. Prior to starting Kellar Engineering, Sean was employed at the Missouri Department of Transportation (MoDOT) as the District Traffic Engineer for the Kansas City District. Sean also worked for the City of Loveland, CO for over 10 years as a Senior Civil Engineer supervising a division of transportation/traffic engineers. While at the City of Loveland, Sean managed several capital improvement projects, presented several projects to the City Council and Planning Commission in public hearings, and managed the revisions to the City's Street Standards. Sean is also proficient in Highway Capacity Software, Synchro, PT Vissim, Rodel, GIS, and AutoCAD.

WORK EXPERIENCE:

Kellar Engineering, Principal Engineer/President – January 2016 – Present

Missouri Department of Transportation, District Traffic Engineer, Kansas City District – June 2015 – January 2016

City of Loveland, Colorado, Senior Civil Engineer, Public Works Department – February 2005 – June 2015

Kirkham Michael Consulting Engineers, Project Manager - February 2004 – February 2005

Dibble and Associates Consulting Engineers, Project Engineer – August 1999 – February 2004

EXHIBIT E

Water + Sewer Report

Sewer and Water Systems Serving the following Proposed Development

1. Property Overview

Address: 7051 County Road 335, New Castle Colorado, Lot 1 of the Riverside Park Planned Unit Development
Type of Property: Commercial
Total Area: 5.84 acres and zoned Highway Business / Planned Unit Development

2. Water Supply System

2.1 Water Source

The water supply for 7051 County Road 335 New Castle is sourced from the town of New Castle municipal system. The water is treated and delivered through the municipal water distribution system.

2.2 Water Main Connection

The property will be connected to a 10" water main located on the east side of the property.

2.3 Water Pressure and Piping

The existing residual pressure is approximately 65 to 70 psi.

The plan is to tap the water at the east side of the property and run an 8" diameter water main towards the west. This is shown on the utility plan.

2.4 Internal Piping

As part of the water service, we are proposing that each building of the mixed use be served by a 6" diameter water service which will accommodate the anticipated fire sprinkler and domestic demand. For the hotel, we are proposing a 4" water service.

2.5 Fire Suppression System

The property will be equipped with a fire suppression system connected to the water supply. This system will include sprinklers and hydrants. See utility plan.

See Water Service Calculations in the Appendix.

3. Sewer System

3.1 Sewer Connection

Currently, sanitary sewer exists along the north side of County Road 335 and on the east side of the property. The existing line that services the existing Riverside Park P.U.D. is a combination of gravity and forced main.

The property will be connected to the municipal sewer system through an 8" sewer line located along the east property line which feeds into the Riverside Park P.U.D. lift station.

Based upon the hotel Water Service Fixture Units being calculated at 655.5 WSFU, the peak demand will be approximately 155 gpm. Therefore a 6" sewer service line will be more than adequate to handle the flow. The mixed-use buildings were calculated to be 74, 27, 60.5 WSFU for Buildings A, B and C respectively, so a 4" diameter sewer service line will also be adequate to facilitate the mixed-use building flow requirements. See sewer service pipe calculations in the Appendix.

There is a portion of both the hotel and mixed-use buildings that will require an internal grinder pump to convey effluent from the bottom floors. The plumbing contractor will size the capacity of each grinder sump pump based on the Lower Level gpm requirements shown in the Appendix.

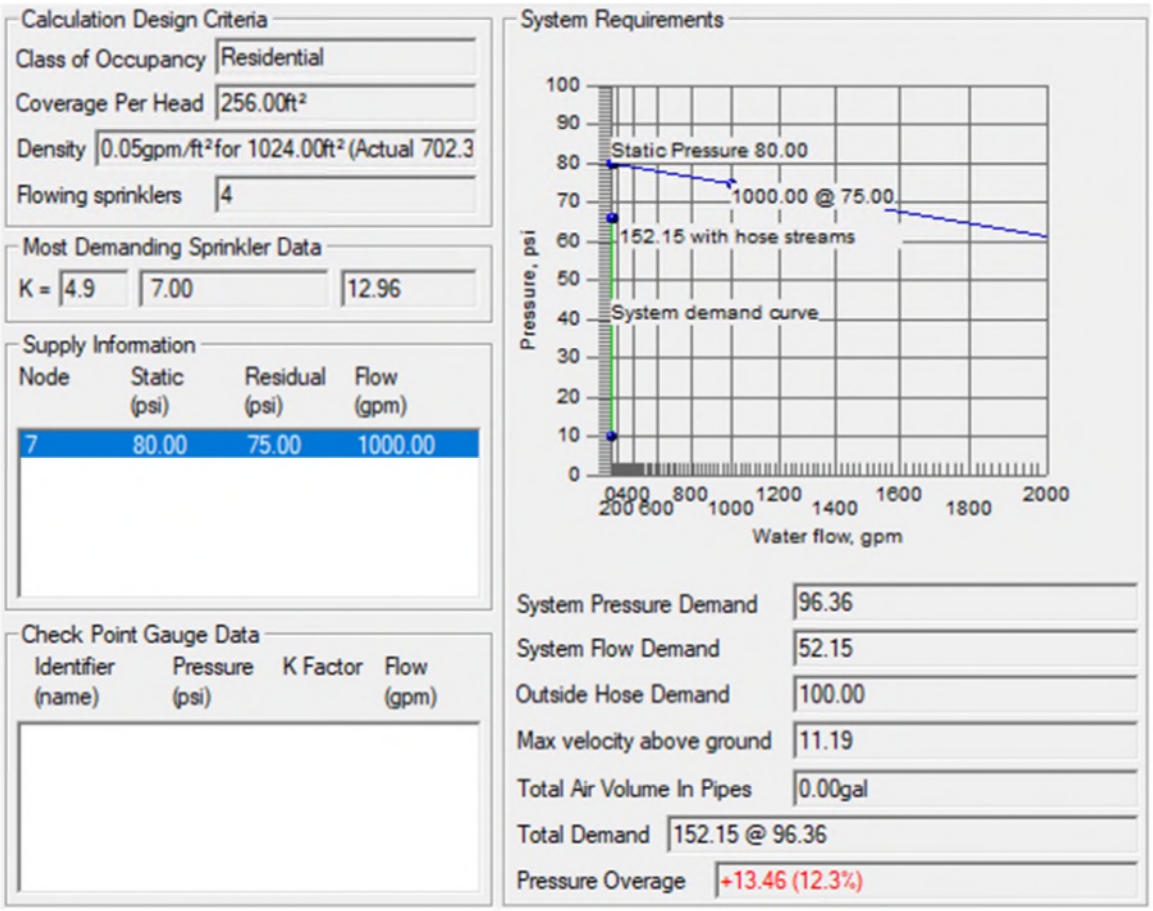
The sewer lines will be installed in accordance with the Town of New Castle requirements.

The developer will work with the Riverside Park P.U.D. to increase the pumping requirement of the existing lift station to account for the increased demand.

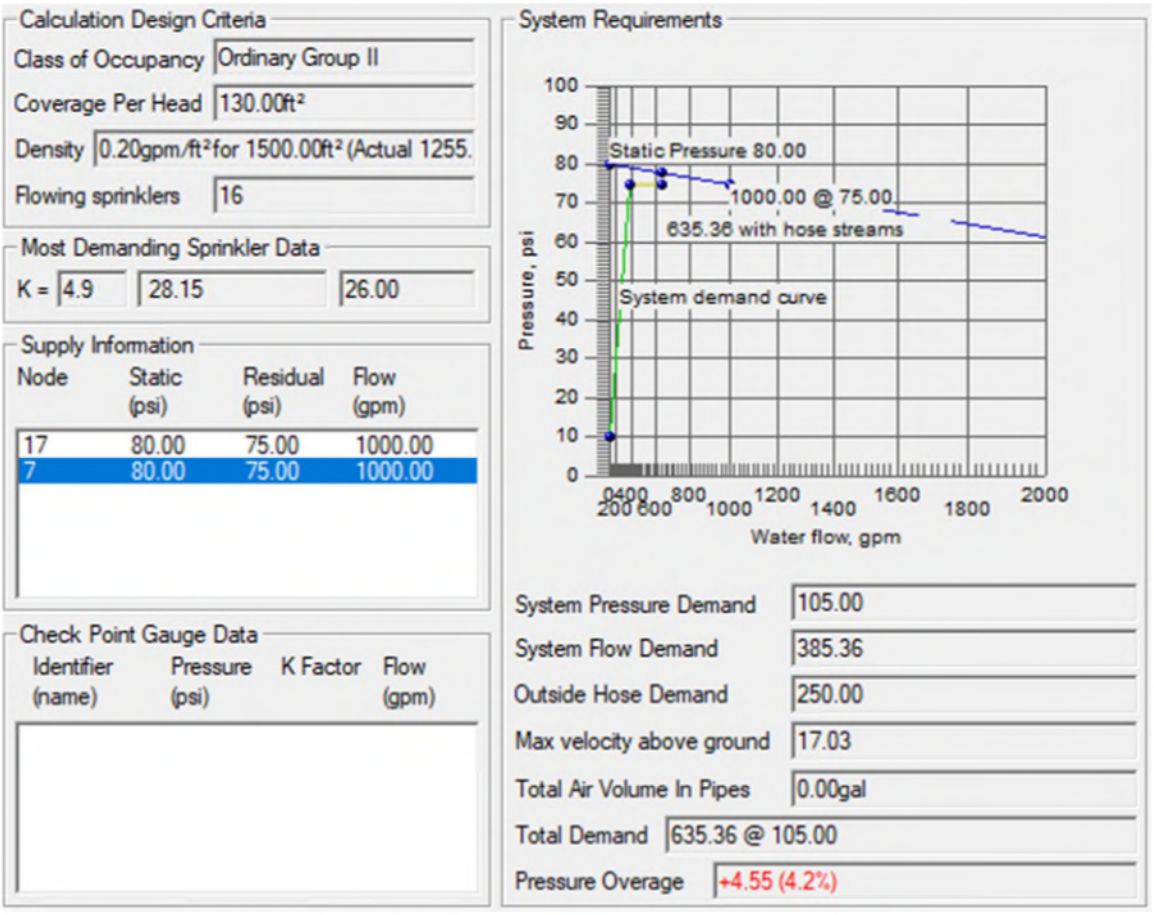
See Sewer Service Calculation in the Appendix.

APPENDIX

The fire demand for the hotel is 52 gpm:



The fire flow demand for each Mixed Use Building is 385 gpm:



ACTUAL FIXTURE	HOTEL LOWER LEVEL	WSFU	TOTAL FIXTURES LL HOTEL
LAVATORIES	20	1.5	30
TOILETS	20	3	60
SHOWERS	17	2	34
REGULAR DISHWASHERS	3	2	6
INDUSTRIAL DISHWASHERS	0	5	0
KITCHEN SINKS	3	2	6
REFRIGERATOR	3	1	3
DRINKING FOUNTAIN	2	0.5	1
HAND SINK	0	2	0
PREP SINK	0	2	0
OTHER SINK	0	2	0
3-COMPARTMENT SINK	0	4	0
ICE MACHINE	1	1.5	1.5
REGULAR WASHING MACHINE	2	2	4
INDUSTRIAL WASHING MACHINE	2	5	10
LAUNDRY SINK	2	1.5	3
MOP SINK	1	2	2
16 x 33 POOL	1	10	10
10 x 10 SPA	1	10	10
TOTAL			**180.5**
TOTAL GPM			**85**

ACTUAL FIXTURE	MIXED USE BUILDING A LOWER LEVEL	WSFU	TOTAL FIXTURES LL BUILDING A
LAVATORIES	2	1.5	3
TOILETS	2	3	6
SHOWERS	2	2	4
REGULAR DISHWASHERS	1	2	2
INDUSTRIAL DISHWASHERS	0	5	0
KITCHEN SINKS	1	2	2
REFRIGERATOR	1	1	1
DRINKING FOUNTAIN	0	0.5	0
HAND SINK	0	2	0
PREP SINK	0	2	0
OTHER SINK	0	2	0
3-COMPARTMENT SINK	0	4	0
ICE MACHINE	0	1.5	0
REGULAR WASHING MACHINE	1	2	2
INDUSTRIAL WASHING MACHINE	0	5	0
LAUNDRY SINK	0	1.5	0
MOP SINK	0	2	0
16 x 33 POOL	0	10	0
10 x 10 SPA	0	10	0
TOTAL			**20**
TOTAL GPM			**35**

ACTUAL FIXTURE	MIXED USE BUILDING B LOWER LEVEL	WSFU	TOTAL FIXTURES LL BUILDING B
LAVATORIES	2	1.5	3
TOILETS	2	3	6
SHOWERS	2	2	4
REGULAR DISHWASHERS	2	2	4
INDUSTRIAL DISHWASHERS	0	5	0
KITCHEN SINKS	2	2	4
REFRIGERATOR	2	1	2
DRINKING FOUNTAIN	0	0.5	0
HAND SINK	0	2	0
PREP SINK	0	2	0
OTHER SINK	0	2	0
3-COMPARTMENT SINK	0	4	0
ICE MACHINE	0	1.5	0
REGULAR WASHING MACHINE	2	2	4
INDUSTRIAL WASHING MACHINE	0	5	0
LAUNDRY SINK	0	1.5	0
MOP SINK	0	2	0
16 x 33 POOL	0	10	0
10 x 10 SPA	0	10	0
TOTAL			**27**
TOTAL GPM			**40**

ACTUAL FIXTURE	MIXED USE BUILDING C LOWER LEVEL	WSFU	TOTAL FIXTURES LL BUILDING C
LAVATORIES	2	1.5	3
TOILETS	2	3	6
SHOWERS	2	2	4
REGULAR DISHWASHERS	1	2	2
INDUSTRIAL DISHWASHERS	0	5	0
KITCHEN SINKS	1	2	2
REFRIGERATOR	1	1	1
DRINKING FOUNTAIN	0	0.5	0
HAND SINK	0	2	0
PREP SINK	0	2	0
OTHER SINK	0	2	0
3-COMPARTMENT SINK	0	4	0
ICE MACHINE	0	1.5	0
REGULAR WASHING MACHINE	1	2	2
INDUSTRIAL WASHING MACHINE	0	5	0
LAUNDRY SINK	0	1.5	0
MOP SINK	0	2	0
16 x 33 POOL	0	10	0
10 x 10 SPA	0	10	0
TOTAL			**20**
TOTAL GPM			**35**

HOTEL FIXTURE UNITS			
ACTUAL FIXTURE	**HOTEL TOTALS**	WSFU	TOTAL FIXTURES HOTEL
LAVATORIES	76	1.5	114
TOILETS	76	3	228
SHOWERS	72	2	144
REGULAR DISHWASHERS	7	2	14
INDUSTRIAL DISHWASHERS	1	5	5
KITCHEN SINKS	21	2	42
REFRIGERATOR	21	1	21
DRINKING FOUNTAIN	2	0.5	1
HAND SINK	3	2	6
PREP SINK	2	2	4
OTHER SINK	2	2	4
3-COMPARTMENT SINK	1	4	4
ICE MACHINE	5	1.5	7.5
REGULAR WASHING MACHINE	2	2	4
INDUSTRIAL WASHING MACHINE	2	5	10
LAUNDRY SINK	2	1.5	3
MOP SINK	6	2	12
16 x 33 POOL	1	10	10
10 x 10 SPA	1	10	10
LAWN SPRINKLERS	12	1	12
TOTAL HOTEL			**655.5**
TOTAL GPM			**155**

MIXED USE BUILDING A FIXTURE UNITS			
ACTUAL FIXTURE	**MIXED USE BUILDING A TOTALS**	WSFU	**TOTAL FIXTURES BUILDING A**
LAVATORIES	6	1.5	9
TOILETS	6	3	18
SHOWERS	6	2	12
REGULAR DISHWASHERS	5	2	10
INDUSTRIAL DISHWASHERS	0	5	0
KITCHEN SINKS	5	2	10
REFRIGERATOR	5	1	5
DRINKING FOUNTAIN	0	0.5	0
HAND SINK	0	2	0
PREP SINK	0	2	0
OTHER SINK	0	2	0
3-COMPARTMENT SINK	0	4	0
ICE MACHINE	0	1.5	0
REGULAR WASHING MACHINE	5	2	10
INDUSTRIAL WASHING MACHINE	0	5	0
LAUNDRY SINK	0	1.5	0
MOP SINK	0	2	0
16 x 33 POOL	0	10	0
10 x 10 SPA	0	10	0
LAWN SPRINKLERS	0	0	0
TOTAL MIXED USE A			**74**
TOTAL GPM			**60**

MIXED USE BUILDING B FIXTURE UNITS			
ACTUAL FIXTURE	**MIXED USE BUILDING B TOTALS**	WSFU	**TOTAL FIXTURES BUILDING B**
LAVATORIES	2	1.5	3
TOILETS	2	3	6
SHOWERS	2	2	4
REGULAR DISHWASHERS	2	2	4
INDUSTRIAL DISHWASHERS	0	5	0
KITCHEN SINKS	2	2	4
REFRIGERATOR	2	1	2
DRINKING FOUNTAIN	0	0.5	0
HAND SINK	0	2	0
PREP SINK	0	2	0
OTHER SINK	0	2	0
3-COMPARTMENT SINK	0	4	0
ICE MACHINE	0	1.5	0
REGULAR WASHING MACHINE	2	2	4
INDUSTRIAL WASHING MACHINE	0	5	0
LAUNDRY SINK	0	1.5	0
MOP SINK	0	2	0
16 x 33 POOL	0	10	0
10 x 10 SPA	0	10	0
LAWN SPRINKLERS	0	0	0
TOTAL MIXED USE B			**27**
TOTAL GPM			**40**

MIXED USE BUILDING C FIXTURE UNITS			
ACTUAL FIXTURE	**MIXED USE BUILDING C TOTALS**	WSFU	**TOTAL FIXTURES BUILDING C**
LAVATORIES	5	1.5	7.5
TOILETS	5	3	15
SHOWERS	5	2	10
REGULAR DISHWASHERS	4	2	8
INDUSTRIAL DISHWASHERS	0	5	0
KITCHEN SINKS	4	2	8
REFRIGERATOR	4	1	4
DRINKING FOUNTAIN	0	0.5	0
HAND SINK	0	2	0
PREP SINK	0	2	0
OTHER SINK	0	2	0
3-COMPARTMENT SINK	0	4	0
ICE MACHINE	0	1.5	0
REGULAR WASHING MACHINE	4	2	8
INDUSTRIAL WASHING MACHINE	0	5	0
LAUNDRY SINK	0	1.5	0
MOP SINK	0	2	0
16 x 33 POOL	0	10	0
10 x 10 SPA	0	10	0
LAWN SPRINKLERS	0	0	0
TOTAL MIXED USE C			**60.5**
TOTAL GPM			**55**

ACTUAL EQR	HOTEL LOWER LEVEL	HOTEL MAIN LEVEL	HOTEL UPPER LEVEL	HOTEL TOTALS	MIXED USE BUILDING A LOWER LEVEL	MIXED USE BUILDING A MAIN LEVEL	MIXED USE BUILDING A UPPER LEVEL	MIXED USE BUIL	MIXED USE BUILDING B LOWER LEVEL	MIXED USE BUILDING B MAIN LEVEL	MIXED USE BUILDING B UPPER LEVEL	MIXED USE BUIL	MIXED USE BUILDING C LOWER LEVEL	MIXED USE BUILDING C MAIN LEVEL	MIXED USE BUILDING C UPPER LEVEL	MIXED USE BUILDING C TOTALS	TOTALS	EQR FEE
1-2 BEDROOM APARTMENT (0.8)	0	0	0	**0**	1.6	0	3.2	**4.8**	1.6	0	0	**1.6**	1.6	0	2.4	**4**	**10.4**	$100,880.00
HOTELS																		$0.00
FIRST UNIT OR MANAGER'S APT (1)	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**	$0.00
EACH ADD'L UNIT W/O COOKING FACILITIES (0.4)	5.6	8.8	6	**20.4**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**20.4**	$197,880.00
EACH ADD'L UNIT WITH COOKING FACILITIES (0.5)	1	1	8	**10**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**10**	$97,000.00
EACH COIN-OPERATED WASHING MACHINE (0.5)	1	0	0	**1**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**1**	$9,700.00
BARS/RESTAURANTS																		$0.00
FOR A BUSINESS WITH LESS THAN 25 SEATING CAPACITY (1.0)	0	1	0	**1**	0	0	0	**0**	0	2	0	**2**	0	0	0	**0**	**3**	$29,100.00
FOR EACH SEAT IN EXCESS OF 24 SEATS (0.024)	0	0	0	**0**	0	0	0	**0**	0	0.288	0	**0.288**	0	0	0	**0**	**0.288**	$2,793.60
STORES/OFFICES																		$0.00
ONE BATHROOM (1.0)	0	0	0	**0**	0	2	0	**2**	0	0	0	**0**	0	2	0	**2**	**4**	$38,800.00
FOR EACH ADDITIONAL WATER FIXTURE NOT LISTED (0.2)	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**0**	$0.00
SWIMMING POOLS: FOR EACH 25,000 GAL CAPACITY OR FRACTION THEREOF (1.0)	1	0	0	**1**	0	0	0	**0**	0	0	0	**0**	0	0	0	**0**	**1**	$9,700.00
TOTAL	**8.60**	**10.80**	**14.00**	**33.40**	**1.60**	**2.00**	**3.20**	**6.80**	**1.60**	**2.29**	**0.00**	**3.89**	**1.60**	**2.00**	**2.40**	**6.00**	**50.09**	**$485,853.60**

Water Service Sizing Calculations

Water Flow Rates per Use

	GPM
Hotel	155
Mixed Use A	60
Mixed Use B	40
Mixed Use C	55

Assume a velocity of 5 ft/s

The Diameter is found by the following:

$D = (Q/2.44V)^{0.5}$

Where:

Q = Flow Rate, *GPM*
V = Velocity, *ft/s*

The nominal diameters are therefore as follows:

	Diameter, *in*	Diameter, *in* Proposed
Hotel	3.56	4
Mixed Use A	2.22	2
Mixed Use B	1.81	2
Mixed Use C	2.12	2

The headloss will then be as follows:

$H = 10.4L(Q/C)^{1.85}D^{-4.87}$

Where:

L = Length, *ft*

Q = Flow, *GPM*

C= Hazen-Williams C factor

D= pipe inside diameter, *in*

Use	Length, *ft*	Headloss, *ft*	Pressure Loss, *psi*
Hotel	51	0.86	0.37
Mixed Use A	51	4.34	1.88
Mixed Use B	64	2.57	1.11
Mixed Use C	77	5.58	2.41

Water Flow Rates per Use
Fire Flows for Sprinklers

	GPM
Hotel	52
Mixed Use A	385
Mixed Use B	385
Mixed Use C	385

Assume a velocity of 5 ft/s

The nominal diameters are therefore as follows:

	Diameter, *in*	Diameter, *in* Proposed
Hotel	2.06	2
Mixed Use A	5.62	6
Mixed Use B	5.62	6
Mixed Use C	5.62	6

The headloss will then be as follows:

Use	Length, *ft*	Headloss, *ft*	Pressure Loss, *psi*
Hotel	51	3.33	1.44
Mixed Use A	51	0.64	0.28
Mixed Use B	64	0.81	0.35
Mixed Use C	77	0.97	0.42

Use 6" diameter pipes for the water services

Headloss in Valves and Meters not included.

Larger of the diameters based on fire flow and domestic

	Diameter, *in*
Hotel	4
Mixed Use A	6
Mixed Use B	6
Mixed Use C	6

Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc. Wednesday, Nov 27 2024

4 Inch PVC flowing Full at 2% Grade

Circular

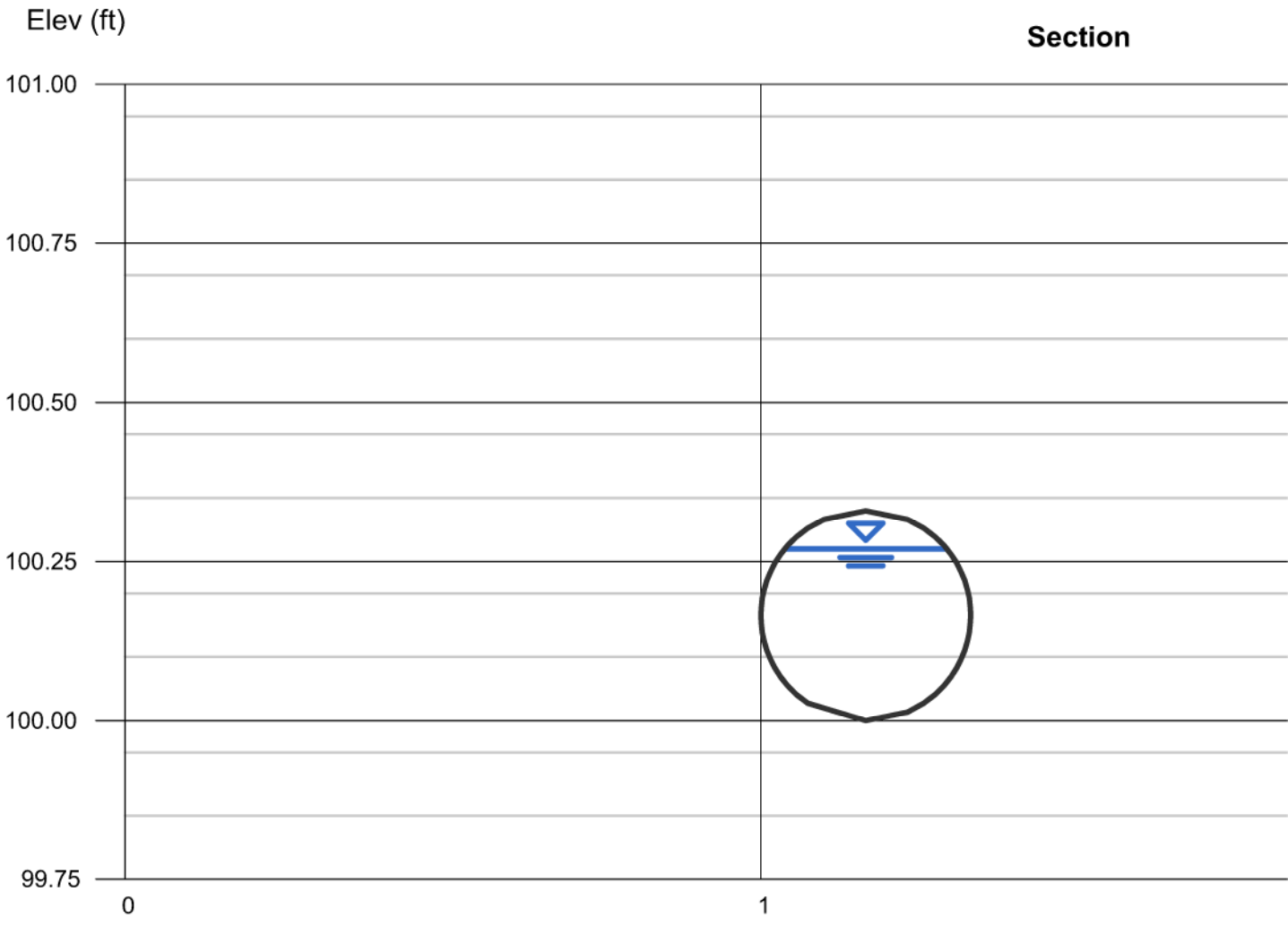
Diameter (ft)	= 0.33
Invert Elev (ft)	= 100.00
Slope (%)	= 2.00
N-Value	= 0.012

Calculations

Compute by:	Known Q
Known Q (cfs)	= 0.28

Highlighted

Depth (ft)	= 0.27
Q (cfs)	= 0.280
Area (sqft)	= 0.08
Velocity (ft/s)	= 3.73
Wetted Perim (ft)	= 0.75
Crit Depth, Yc (ft)	= 0.30
Top Width (ft)	= 0.25
EGL (ft)	= 0.49



Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc. Monday, Nov 25 2024

6 inch sewer service flowing full

Circular

Diameter (ft)	= 0.50
Invert Elev (ft)	= 100.00
Slope (%)	= 2.00
N-Value	= 0.011

Calculations

Compute by:	Known Depth
Known Depth (ft)	= 0.50

Highlighted

Depth (ft)	= 0.50
Q (cfs)	= 0.937
Area (sqft)	= 0.20
Velocity (ft/s)	= 4.77
Wetted Perim (ft)	= 1.57
Crit Depth, Yc (ft)	= 0.47
Top Width (ft)	= 0.00
EGL (ft)	= 0.85

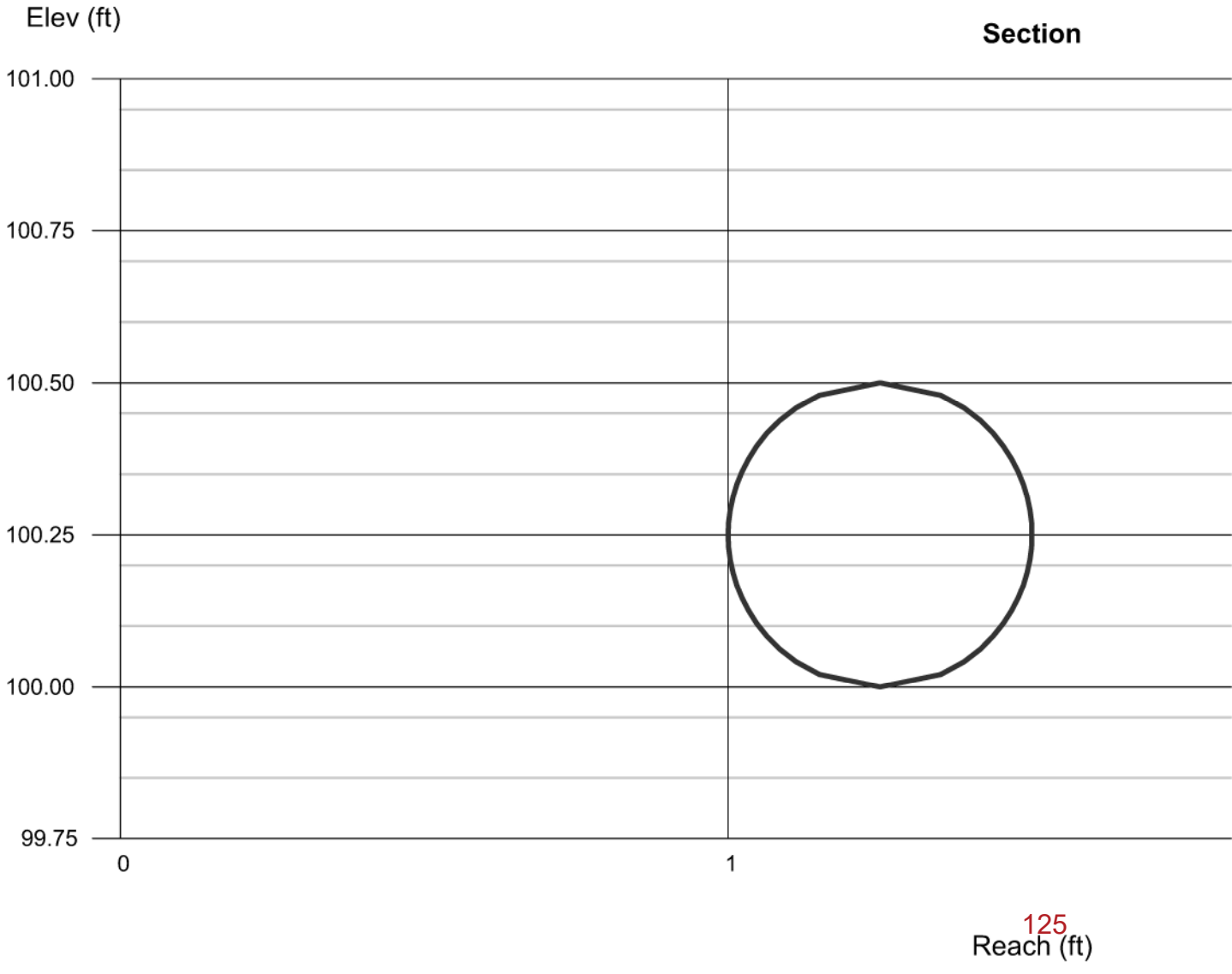


EXHIBIT F

Postmaster Approval

Gmail

Caet May <caetm@redroom-design.com>

Postmaster Approval Needed

Joe, Donovan O - Cortez, CO <Donovan.O.Joe@usps.gov> Fri, May 3, 2024 at 10:12 AM
To: Caet May <caetm@redroom-design.com>

To Whom it may concern,

My name is Donovan Joe, I am the Officer in Charge(OIC Postmaster) here at the New Castle Post Office. I approve the plans for the mailboxes for this site.

Thank you,

Donovan Joe

OIC

New Castle Post Office,

81647

970-984-2213

From: Caet May <caetm@redroom-design.com>
Sent: Friday, May 3, 2024 9:37 AM
To: Joe, Donovan O - Cortez, CO <Donovan.O.Joe@usps.gov>
Cc: Tyniele Jordaan <tynielej@redroom-design.com>
Subject: [EXTERNAL] Re: Postmaster Approval Needed

CAUTION: This email originated from outside USPS. **STOP and CONSIDER** before responding, clicking on links, or opening attachments.

Hi Joe,

Following up as minor revisions have been made. See latest site plan for 7051 Hwy 335 attached and please provide approval via email for our land use application. Thanks!

Best,

Caet May

On Monday, April 22, 2024, Caet May <caetm@redroom-design.com> wrote:

> Joe,

Following up on our request for postmaster approval. Have you had a chance to take a look at our site plan?

Best,

Caet May

Founding Partner

www.redroom-design.com | C: 970.797.4881

1001 Grand Avenue, Ste 103 | Glenwood Springs, CO 81601

On Wed, Apr 3, 2024 at 11:09 AM Caet May <caetm@redroom-design.com> wrote:

> Joe,
>
> It was great to chat a few weeks back regarding the mail kiosk location at our proposed development. See survey and site plan attached for your review. Please provide a postmaster's letter of approval at your earliest convenience. Thanks!
>
> Best,
>
> ***Caet May***
>
> Founding Partner
>
> www.redroom-design.com | C: 970.797.4881
>
> 1001 Grand Avenue, Ste 103 | Glenwood Springs, CO 81601

--

Best,

Caet May

Founding Partner

[Quoted text hidden]

EXHIBIT G

Notarized Certificate of Ownership and Title Commitment

983168 01/31/2023 09:35:12 AM Page 1 of 1
Jacklyn K. Harmon, Garfield County, Colorado
Rec Fee: $13.00 Doc Fee: $90.00 eRecorded

SPECIAL WARRANTY DEED

THIS DEED, made this 30th day of January, 2023, between

DOW RIPPY AND NICOLE RIPPY
whose address is 10031 County Road 311, Silt, CO 81652, GRANTOR(S), and
COAL SEAM LLC, A COLORADO LIMITED LIABILITY COMPANY
whose address is 110 Spur Drive, Glenwood Springs, CO 81601, GRANTEE(S):

WITNESS, that the grantor(s), for and in consideration of the sum of Nine Hundred Thousand and 00/100 Dollars ($900,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantee(s), grantee's heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Garfield and State of Colorado, described as follows:

Lot 1,
RIVERSIDE PARK SUBDIVISION, according to the Plat thereof filed July 12, 1999 as Reception No. 548663.

also known by street and number as: **7051 County Road 335, New Castle, CO 81647**

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appurtaining, 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 the 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 the grantee, grantee's heirs and assigns forever. The grantor(s), for the grantor, grantor's heirs, and personal representatives or successors, does covenant and agree that grantor shall and will **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, grantee's heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under the grantor, but not otherwise subject to general taxes for the current year and subsequent years, and except easements, covenants, conditions, restrictions, reservations, and rights of way of record, if any.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

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

Dow Rippy

Nicole Rippy
Nicole Rippy

STATE OF: Colorado
COUNTY OF: Garfield

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 30th day of January, 2023 by Dow Rippy and Nicole Rippy.

My Commission expires: 1-18-25

Witness my hand and official seal.

REBECCA BLANCHARD
Notary Public
State of Colorado
Notary ID # 19924017123
My Commission Expires 01-18-2025

Rebecca Blanchard
Notary Public

983169 01/31/2023 09:35:12 AM Page 1 of 1
Jacklyn K. Harmon, Garfield County, Colorado
Rec Fee: $13.00 Doc Fee: $0.00 eRecorded

STATEMENT OF AUTHORITY

1. This **STATEMENT OF AUTHORITY** relates to entity named

   COAL SEAM LLC

   and is executed on behalf of the entity pursuant to the provisions of Section 38-30-172, C.R.S.

2. The type of entity is a : **Limited Liability Company**

3. The entity is formed under the laws of the state of **Colorado**

4. The mailing address of the entity is:
   110 Spur Drive
   Glenwood Springs, CO 81601

5. The name and position of each person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the entity is/are:
   Abdi Pirzadeh, Sole Member and Manager

6. The authority of each of the foregoing person(s) to bind the entity is
   ☒ not limited *(check one)*
   ☐ limited as follows:

7. Other matters concerning the manner in which the entity deals with interests in the property:
   none

Coal Seam LLC

By: _____
Abdi Pirzadeh, Sole Member and Manager

State of **Colorado**
County of **Garfield**

The foregoing instrument was subscribed, sworn to, and acknowledged before me this 30th day of **January, 2023**, by **Coal Seam LLC**

My Commission expires: 1-18-25

Witness my hand and official seal.

REBECCA BLANCHARD
Notary Public
State of Colorado
Notary ID # 19924017123
My Commission Expires 01-18-2025

Rebecca Blanchard
Notary Public

983170 01/31/2023 09:35:12 AM Page 1 of 6
Jacklyn K. Harmon, Garfield County, Colorado
Rec Fee: $38.00 Doc Fee: $0.00 eRecorded

IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL.

THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

TITLE COMPANY
0603996

DEED OF TRUST

(Due on Transfer--Strict)

THIS DEED OF TRUST is made this 30th day of January, 2023 between COAL SEAM LLC, a Colorado limited liability company ("Borrower"), whose address is 1101 Village Road, #LL 1B, Carbondale, Colorado 81623, and the Public Trustee of Garfield County, Colorado, ("Trustee"); for the benefit of DOW RIPPY AND NICOLE RIPPY (collectively "Lender"), whose address is 10031 County Road 311, Silt, Colorado 81652.

Borrower and Lender covenant and agree as follows:

1. **Property in Trust.** Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby grants and conveys to Trustee in trust, with power of sale, the following described property located in the County of Garfield, State of Colorado:

   Lot I
   Riverside Park Subdivision
   According to the plat thereof recorded July 12, 1999 as Reception No. 548663

   County of Garfield
   State of Colorado

   which has an address of 7051 County Road 335, New Castle, Colorado 81647 ("Property").

2. **Note; Other Obligations Secured.** This Deed of Trust is given to secure to Lender:

   A. the repayment of the indebtedness evidenced by Borrower's note ("Note") dated January 30, 2023, in the principal sum of Six Hundred Thousand and No/100ths Dollars ($600,000.00), payable to Lender, together with interest from the date thereof at the rate of eight percent (8.0%) per annum. Borrower shall make monthly payments of principal and interest in the amount of Four Thousand Four Hundred Two and 59/100ths Dollars ($4,402.59) per month commencing on February 28, 2023 and continuing on the thirtieth day, except where such month has fewer than thirty days, then such payment shall be due on the last calendar day of that month, of each month thereafter until the 30th day of January, 2053 (the "Maturity Date"), on which Maturity Date the full amount of unpaid principal, together with all accrued interest, shall be due and payable. All payments due under this Note shall be made to Note Holder as set forth in the Note.

   B. the payment of all other sums, with interest thereon at twelve percent (12%) per annum, disbursed by Lender in accordance with this Deed of Trust to protect the security of this Deed of Trust; and

   C. the performance of the covenants and agreements of Borrower herein contained.

3. **Title.** Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date.

4. **Payment of Principal.** Borrower shall promptly pay when due the principal of the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.

5. **Application of Payments.** All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to paragraph 23 (Escrow Funds for Taxes and

Insurance), then to amounts disbursed by Lender pursuant to paragraph 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.

6. **Prior Mortgages and Deeds of Trust; Charges; Liens.** Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Any default under any deed of trust or lien having priority over this Deed of Trust shall automatically constitute a default under this Deed of Trust. Borrower shall notify Lender immediately in the event of any default under any deed of trust or lien having priority over this Deed of Trust. Lender shall have the right to cure any default under any deed of trust or lien having priority over this Deed of Trust and any sums paid by Lender in connection therewith shall be treated as amounts disbursed by Lender to Borrower in accordance with this Deed of Trust to protect the security of this Deed of Trust. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in paragraph 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this paragraph if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

7. **Property Insurance.** Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (1) the insurable value of the Property or (2) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance".

   The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

   In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

   Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided such restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with paragraph 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

   Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under paragraph 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

   All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

8. **Preservation and Maintenance of Property.** Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a Leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.

9. **Protection of Lender's Security.** Except when Borrower has exercised Borrower's rights under paragraph 6 above, if the Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:

   (a) any general or special taxes or ditch or water assessments levied or accruing against the Property;
   (b) the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
   (c) sums due on any prior lien or encumbrance on the Property;
   (d) if the Property is a leasehold or is subject to a lease, all sums due under such lease;
   (e) the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of the Lender or holder of the certificate of purchase;
   (f) all other costs and expenses allowable by the evidence of debt or this Deed of Trust, and
   (g) such other costs and expenses which may be authorized by a court of competent jurisdiction.

   Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

   Any amounts disbursed by Lender pursuant to this paragraph 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in paragraph 2B (Note; Other Obligations Secured). Nothing contained in this paragraph 9 shall require Lender to incur any expense or take any action hereunder.

10. **Inspection.** Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefor related to Lender's interest in the Property.

11. **Condemnation.** The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

    In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

    If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in paragraphs 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

12. **Borrower Not Released.** Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.

13. **Forbearance by Lender Not a Waiver.** Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.

14. **Remedies Cumulative.** Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.

15. **Successors and Assigns Bound; Joint and Several Liability; Captions.** The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of paragraph 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the paragraphs in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.

16. **Notice.** Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first-class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first-class U. S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.

17. **Governing Law; Severability.** The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.

18. **Acceleration; Foreclosure; Other Remedies.** Except as provided in paragraph 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under paragraph 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

    If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower of Borrower's rights as is provided by law. Trustee shall record a copy of such notice as required by law. Trustee shall advertise the time and place of the sale of the Property, for not less than four weeks in a newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell

the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcel as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

19. **Borrower's Right to Cure Default.** Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.

20. **Assignment of Rents; Appointment of Receiver; Lender in Possession.** As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

    Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice–notice being hereby expressly waived.

    Upon Acceleration under paragraph 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first, to payment of the costs of preservation and management of the Property, second, to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

21. **Release and Partial Release.** Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with paragraph 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.

22. **Waiver of Exemptions.** Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.

23. **Escrow Funds for Taxes and Insurance.** [OMITTED].

24. **Transfer of the Property; Assumption.** The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein), (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein), (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of three (3) years, (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in the Borrower, (v) the reorganization, liquidation or dissolution of the Borrower. Not to be

included as a Transfer are (i) the creation of a lien or encumbrance subordinate to this Deed of Trust, (ii) the creation of a purchase money security interest for household appliances, or (iii) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every transfer:

(a) All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).
(b) If a Transfer occurs and should Lender not exercise Lender's option pursuant to this paragraph 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. The Lender may without notice to the Borrower deal with Transferee in the same manner as with the Borrower with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging the Borrower's liability hereunder for the obligations hereby secured.
(c) Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to (b) above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of the Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

25. **Borrower's Copy.** Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

BORROWER:
COAL SEAM LLC,
a Colorado limited liability company

By:_____
Abdi Pirzadeh, Managing Member

STATE OF COLORADO)
) ss.
COUNTY OF Garfield)

The foregoing instrument was acknowledged before me this 30th day of January, 2023, by Abdi Pirzadeh as Managing Member of Coal Seam LLC, a Colorado limited liability company.

Witness my hand and official seal.
My commission expires: 1-18-25

By: Rebecca Blanchard
Notary Public

REBECCA BLANCHARD
Notary Public
State of Colorado
Notary ID # 19924017123
My Commission Expires 01-18-2025

TITLE COMPANY
of the rockies

1620 Grand Avenue, Suite B
Glenwood Springs, CO 81601
Phone: 970-945-1169 Fax: 844-269-2759
www.titlecorockies.com

Commitment Ordered By:
Harley Rippy
Roaring Fork Sotheby`s Meadows
150 West Meadows Dr Unit 3
Glenwood Springs, CO 81601
Phone: (970) 366-3511 Fax:
email:
westdividecattle@gmail.com;allie.kurzka@sir.com

Inquiries should be directed to:
Becky Blanchard
Title Company of the Rockies
1620 Grand Avenue, Suite B
Glenwood Springs, CO 81601
Phone: 970-945-1169 Fax: 844-269-2759
email: BBlanchard@TitleCoRockies.com

Commitment Number: 0603996-C5
Buyer's Name(s): Coal Seam LLC
Seller's Name(s): Dow Rippy and Nicole Rippy

Property: 7051 County Road 335, New Castle, CO 81647
Lot 1, Riverside Park Subdivision, Garfield County, Colorado

TITLE CHARGES

These charges are based on issuance of the policy or policies described in the attached Commitment for Title Insurance, and includes premiums for the proposed coverage amount(s) and endorsement(s) referred to therein, and may also include additional work and/or third party charges related thereto.

If applicable, the designation of "Buyer" and "Seller" shown below may be based on traditional settlement practices in Garfield County, Colorado, and/or certain terms of any contract, or other information provided with the Application for Title Insurance.

Owner's Policy Premium:	$1,223.00
Loan Policy Premium:	$150.00
Additional Lender Charge(s):	
Additional Other Charge(s):	
Tax Certificate:	$25.00
Total Endorsement Charge(s):	$90.00
TBD Charge(s):	
TOTAL CHARGES:	**$1,488.00**

WESTCOR
LAND TITLE INSURANCE COMPANY

ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

TITLE COMPANY of the rockies

Title Company of the Rockies, LLC
322 Harrison Avenue
Leadville, CO 80461
Phone: (719) 486-2688

WESTCOR LAND TITLE INSURANCE COMPANY

WESTCOR LAND TITLE INSURANCE COMPANY CORPORATE SEAL 1993 SOUTH CAROLINA

By: Mary O'Donnell
President

Attest:
Secretary

CONDITIONS

1. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

4. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

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

(Reverse side of Cover)

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Title Company of the Rockies, LLC

Westcor Land Title Insurance Company ("WLTIC") and **Title Company of the Rockies, LLC** value their customers and are committed to protecting the privacy of personal information. In keeping with that philosophy, we each have developed a Privacy Policy, set out below, that will endure the continued protection of your nonpublic personal information and inform you about the measures WLTIC and **Title Company of the Rockies, LLC** take to safeguard that information. This notice is issued jointly as a means of paperwork reduction and is not intended to create a joint privacy policy. Each company's privacy policy is separately instituted, executed, and maintained.

Who is Covered

We provide our Privacy Policy to each customer when they purchase a WLTIC title insurance policy. Generally, this means that the Privacy Policy is provided to the customer at the closing of the real estate transaction.

Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Title Company of the Rockies, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Title Company of the Rockies, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Title Company of the Rockies, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Title Company of the Rockies, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Title Company of the Rockies, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Title Company of the Rockies, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Title Company of the Rockies, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC's website at www.wltic.com

WESTCOR
LAND TITLE INSURANCE COMPANY

ALTA Commitment For Title Insurance
(Adopted 06-17-06) (Revised 08-01-2016)

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
WESTCOR LAND TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, WESTCOR LAND TITLE INSURANCE COMPANY, a South Carolina Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within six (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

IN WITNESS WHEREOF, **WESTCOR LAND TITLE INSURANCE COMPANY** has caused its corporate name and seal to be hereunto affixed and by these presents to be signed in facsimile under authority of its by-laws, effective as of the date of Commitment shown in Schedule A.

Issued By:

TITLE COMPANY of the rockies

Title Company of the Rockies, LLC
322 Harrison Avenue
Leadville, CO 80461
Phone: (719) 486-2688

WESTCOR LAND TITLE INSURANCE COMPANY

WESTCOR LAND TITLE INSURANCE COMPANY CORPORATE SEAL 1993 SOUTH CAROLINA

By: Mary O'Donnell
President

Attest:
Secretary

CONDITIONS

6. The term mortgage, when used herein, shall include deed of trust, trust deed, or other security instrument.

7. If the proposed Insured has or acquired actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

8. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

9. This Commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

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

(Reverse side of Cover)

Westcor Land Title Insurance Company

Joint Notice of Privacy Policy

of

Westcor Land Title Insurance Company

and

Title Company of the Rockies, LLC

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Who is Covered

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Information Collected

In the normal course of business and to provide the necessary services to our customers, we may obtain nonpublic personal information directly from the customer, from customer-related transactions, or from third parties such as our title insurance agent, lenders, appraisers, surveyors and other similar entities.

Access to Information

Access to all nonpublic personal information is limited to those employees who have a need to know in order to perform their jobs. These employees include, but are not limited to, those in departments such as closing, legal, underwriting, claims and administration and accounting.

Information Sharing

Generally, neither WLTIC nor **Title Company of the Rockies, LLC** shares nonpublic personal information that it collects with anyone other than those individuals necessary needed to complete the real estate settlement services and issue its title insurance policy as requested by the consumer. WLTIC or **Title Company of the Rockies, LLC** may share nonpublic personal information as permitted by law with entities with whom WLTIC or **Title Company of the Rockies, LLC** has a joint marketing agreement. Entities with whom WLTIC or **Title Company of the Rockies, LLC** have a joint marketing agreement have agreed to protect the privacy of our customer's nonpublic personal information by utilizing similar precautions and security measures as WLTIC and **Title Company of the Rockies, LLC** use to protect this information and to use the information for lawful purposes. WLTIC or **Title Company of the Rockies, LLC**, however, may share information as required by law in response to a subpoena, to a government regulatory agency or to prevent fraud.

Information Security

WLTIC and **Title Company of the Rockies, LLC**, at all times, strive to maintain the confidentiality and integrity of the personal information in its possession and has instituted measures to guard against its unauthorized access. We maintain physical, electronic and procedural safeguards in compliance with federal standards to protect that information.

The WLTIC Privacy Policy can be found on WLTIC's website at www.wltic.com

COMMITMENT FOR TITLE INSURANCE

Issued by

TITLE COMPANY of the rockies

as agent for

Westcor Land Title Insurance Company

SCHEDULE A

Reference: **Commitment Number:** 0603996-C5

1. Effective Date: **January 06, 2023, 7:00 am** Issue Date: **January 17, 2023**

2. Policy (or Policies) to be issued:

   a) ALTA Owner's Policy (6-17-06) Policy Amount: **$900,000.00**
   Premium: **$1,313.00**

   Proposed Insured: **Coal Seam LLC**

   b) ALTA Loan Policy (6-17-06) Policy Amount: **$600,000.00**
   Premium: **$175.00**

   Proposed Insured: **Dow Rippy and Nicole Rippy**

3. The estate or interest in the land described or referred to in this Commitment is **Fee Simple**.

4. The Title is, at the Commitment Date, vested in:

   Dow Rippy and Nicole Rippy

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

   FOR LEGAL DESCRIPTION SEE SCHEDULE A CONTINUED ON NEXT PAGE
   For Informational Purposes Only - APN: **218102108001**

Countersigned
Title Company of the Rockies, LLC

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Westcor Land Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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By:

Mike Mulligan

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SCHEDULE A (continued)

LEGAL DESCRIPTION

The Land referred to herein is located in the County of Garfield, State of Colorado, and described as follows:

Lot 1,
RIVERSIDE PARK SUBDIVISION, according to the Plat thereof filed July 12, 1999 as Reception No. 548663.

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COMMITMENT FOR TITLE INSURANCE

Issued by

Westcor Land Title Insurance Company

SCHEDULE B, PART I
Requirements

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

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

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

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

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

   NOTE: Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

5. Resolution or Statement of Authority by Coal Seam LLC, a limited liability company, authorizing the transaction, executed by the managers or members set forth in the Operating Agreement.

   NOTE: Review Operating Agreement for authority of party(ies) to act on behalf of said limited liability company and complete the transaction contemplated herein.

6. Deed from Dow Rippy and Nicole Rippy to Coal Seam LLC.

   NOTE: Duly executed real property transfer declaration, executed by either the Grantor or Grantee, to accompany the Deed mentioned above, pursuant to Article 14 of House Bill No. 1288-CRA 39-14-102.

7. Deed of Trust from Coal Seam LLC to the Public Trustee of Garfield County for the use of Dow Rippy and Nicole Rippy to secure $600,000.00.

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The Owner's Policy, when issued, will not contain Exceptions No. 1, 2, 3 and 4, provided that:

(A) The enclosed form of indemnity agreement or final affidavit and agreement is properly executed and acknowledged by the party(ies) indicated and returned to the Company or its duly authorized agent,

(B) The Company or its duly authorized agent receives and approves a Land Survey Plat, Improvement Survey Plat or ALTA survey properly certified by a registered surveyor or engineer, and

(C) Applicable scheduled charges in the amount of $90.00 are paid to the Company or its duly authorized agent.

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

WARRANTY DEED recorded November 19, 2018 as Reception No. 914259.

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

NOTE: EXCEPTION NO. 5 UNDER SCHEDULE B, SECTION 2 OF THIS COMMITMENT WILL NOT APPEAR IN THE POLICY OR POLICIES TO BE ISSUED PURSUANT HERETO, PROVIDED THAT (A) THE DOCUMENTS CONTEMPLATED BY THE REQUIREMENTS SET FORTH IN SCHEDULE B, SECTION 1 OF THIS COMMITMENT ARE SUBMITTED TO AND APPROVED AND RECORDED BY THE COMPANY OR ITS DULY AUTHORIZED AGENT, AND (B) AN EXAMINATION OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER FOR GARFIELD COUNTY, COLORADO BY THE COMPANY OR ITS DULY AUTHORIZED AGENT DISCLOSES THAT NO DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS HAVE BEEN RECORDED IN SUCH RECORDS SUBSEQUENT TO THE EFFECTIVE DATE HEREOF.

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SCHEDULE B, PART II
Exceptions

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

Any loss or damage, including attorney fees, by reason of the matters shown below:

1. Any facts, right, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.

2. Easements or claims of easements, not shown by the Public Records.

3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.

4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.

5. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.

7. Right of the Proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patents recorded July 11, 1892 in Book 12 at Page 176 as Reception No. 14274; December 05, 1891 in Book 12 at Page 84 as Reception No. 13189; December 21, 1891 in Book 12 at Page 88 as Reception No. 13263; and February 18, 1909 in Book 71 at Page 358 as Reception No. 36586.

8. Right of way for ditches or canals constructed by the authority of the United States, as reserved in United States Patent recorded July 12, 1892 in Book 12 at Page 176 as Reception No. 14274; December 05, 1891 in Book 12 at Page 84 as Reception No. 13189; December 21, 1891 in Book 12 at Page 88 as Reception No. 13263; and February 18, 1909 in Book 71 at Page 358 as Reception No. 36586.

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9. An undivided One-Half (1/2) interest in oil, gas and other mineral rights, as reserved by Herbert Jolley and Herbert L. Jolley in the Deed to Brinkley B. Brown, recorded January 07, 1959 as Reception No. 203950, and any and all assignments thereof or interests therein.

10. Easement and right of way for electric transmission and/or distribution line purposes, as granted by The Colorado Fuel and Iron Company to Public Service Company of Colorado, by instrument dated August 20, 1926 and recorded February 13, 1967 as Reception No. 237088, said easement being more particularly described therein, as amended by instrument recorded June 24, 1970 as Reception No. 246724.

11. Easement and right of way, as granted by Brown Land and Cattle Company, Inc. to State Department of Highways, Division of Highways, State of Colorado, by instrument recorded February 13, 1970 as Reception No. 245542, said easement being more particularly described therein.

12. Coal Lease between Betty Jane Rippy and Leonard E. Rippy and Allen D. Gray, recorded May 11, 1979 as Reception No. 294045 and any and all assignments or interests therein.

13. All interest in oil, gas, mineral and other hydrocarbon substances rights, as reserved by Evergreen Land and Resource Company in the Deed to Leonard E. Rippy, recorded May 29, 1990 as Reception No. 413034, and any and all assignments thereof or interests therein.

14. Terms, agreements, provisions, conditions and obligations as contained in Affidavit Re: Boundary Line Adjustment recorded May 29, 1990 as Reception No. 413035.

15. Terms, agreements, provisions, conditions and obligations as contained in the Board of County Commissioners Resolution No. 92-056A, recorded July 07, 1992 as Reception No. 436530 and rerecorded August 07, 1992 as Reception No. 437792.

16. Terms, agreements, provisions, conditions and obligations as contained in Town of New Castle Resolution No. TC 99-3, recorded July 12, 1999 as Reception No. 548657.

17. Terms, agreements, provisions, conditions and obligations as contained in Town of New Castle Resolution No. TC 99-4, recorded July 12, 1999 as Reception No. 548658.

18. Terms, agreements, provisions, conditions and obligations as contained in Town of New Castle Ordinance No. 99-3, Series of 1999, recorded July 12, 1999 as Reception No. 548659.

19. Terms, agreements, provisions, conditions and obligations as contained in Annexation Agreement recorded July 12, 1999 as Reception No. 548660.

20. Terms, agreements, provisions, conditions and obligations as contained in Town of New Castle Ordinance No. 99-4, Series of 1999, recorded July 12, 1999 as Reception No. 548662.

21. Easements, rights of way and all other matters as shown on the Plat of Riverside Park Subdivision, filed July 12, 1999 as Reception No. 548663.

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22. Any question, dispute or adverse claims to any loss or gain of land as a result of any change in the riverbed location by other than natural causes, or alteration through accretion, reliction, erosion or evulsion of the center thread, bank, channel or flow of the waters in the Colorado (formerly Grand) River lying within the subject land; and any question as to the location of such center thread, bank, bed or channel as a legal description monument or marker for the purposes of describing or locating subject lands.

    NOTE: There are no documents in the land records in the office of the Clerk and Recorder for Garfield County, Colorado accurately locating past or present locations of the center thread, bank, bed or channel of the above river or indicating any alterations of the same as from time to time may have occurred.

23. Terms, agreements, provisions, conditions and obligations as contained in Town of New Castle Ordinance No. 99-5, Series of 1999, recorded July 12, 1999 as Reception No. 548664.

24. Easement and right of way for installation and maintenance of underground utilities purposes, as granted by Rippy RV Associates, Ltd. to New Castle Riverside Park LLC, by instrument recorded November 02, 1999 as Reception No. 554720, said easement being more particularly described therein.

25. Easement and right of way for access and underground utilities purposes, as granted by Rippy RV Associates, Ltd. to New Castle Riverside Park LLC, by instrument recorded November 02, 1999 as Reception No. 554721, said easement being more particularly described therein.

26. Terms, agreements, provisions, conditions and obligations as contained in Agreement between New Castle Riverside Park LLC and Leonard E. Rippy, recorded November 16, 1999 as Reception No. 555438.

27. Terms, agreements, provisions, conditions and obligations as contained in Agreement between New Castle Riverside Park, LLC and Rippy RV Associates, LLC and Leonard Rippy, recorded November 16, 1999 as Reception No. 555439.

28. Easement and right of way for access and underground utilities purposes, as granted by Rippy RV Associates, Ltd. to New Castle Riverside Park, LLC, by instrument recorded November 20, 2000 as Reception No. 572449, said easement being more particularly described therein.

29. All interest in oil, gas, mineral and other hydrocarbon substances rights, as conveyed by Burning Mountain Land and Cattle LLC in the Deed to CB Minerals Company LLC, recorded January 10, 2001 as Reception No. 574793, and any and all assignments thereof or interests therein.

30. Easement and right of way for public access purposes, as granted by Rippy RV Associates, Ltd. to Town of New Castle, by instruments recorded December 30, 1998 as Reception No. 538043 and December 31, 1998 as Reception No. 538086, as amended by instrument recorded November 21, 2001 as Reception No. 592273, said easement being more particularly described therein.

31. Terms, agreements, provisions, conditions and obligations as contained in Town of New Castle Ordinance No. 99-26, Series of 1999, recorded May 06, 2002 as Reception No. 602850.

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32. Terms, agreements, provisions, conditions and obligations as contained in Garfield County District Court Order and Decree Creating the River Park Metropolitan District recorded June 01, 2004 as Reception No. 653135.

33. Terms, agreements, provisions, conditions and obligations as contained in Town of New Castle Ordinance No. 2005-1 recorded February 22, 2006 as Reception No. 692615, and First Amendment to Phase I Subdivision Improvements Agreement, Tap Purchase Agreement and Intergovernmental Agreement for River Park P.U.D., recorded August 22, 2006 as Reception No. 704854; as amended by Second Amendment recorded January 18, 2008 as Reception No. 741435; and Third Amendment recorded July 27, 2009 as Reception No. 772141.

34. Terms, agreements, provisions, conditions and obligations as contained in Agreement between Town of New Castle and Riverside New Castle Limited Liability Company, recorded April 06, 2007 as Reception No. 720637.

35. Terms, agreements, provisions, conditions and obligations as contained in Special District Public Disclosure Document recorded December 31, 2014 as Reception No. 857827.

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DISCLOSURE STATEMENTS

Note 1: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII, requires that "Every Title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the Title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." (Gap Protection)

Note 2: Exception No. 4 of Schedule B, Section 2 of this Commitment may be deleted from the Owner's Policy to be issued hereunder upon compliance with the following conditions:

1. The Land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
2. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the Land described in Schedule A of this Commitment within the past 13 months.
3. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and materialmen's liens.
4. Any deviation from conditions A though C above is subject to such additional requirements or Information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.
5. Payment of the premium for said coverage.

Note 3: The following disclosures are hereby made pursuant to §10-11-122, C.R.S.:

(i) The subject real property may be located in a special taxing district;
(ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
(iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note 4: If the sales price of the subject property exceeds $100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding).

Note 5: Pursuant to C.R.S. §10-11-123 Notice is hereby given:

(a) If there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate then there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property, and

(b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note 6: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch the clerk and recorder may refuse to record or file any document that does not conform.

Note 7: Our Privacy Policy:
We will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

Note 8: Records:
Regulation 3-5-1 Section 7 (N) provides that each title entity shall maintain adequate documentation and records sufficient to show compliance with this regulation and Title 10 of the Colorado Revised Statutes for a period of not less than seven (7) years, except as otherwise permitted by law.

Note 9: Pursuant Regulation 3-5-1 Section 9 (F) notice is hereby given that "A title entity shall not earn interest on fiduciary funds unless disclosure is made to all necessary parties to a transaction that interest is or has been earned. Said disclosure must offer the opportunity to receive payment of any interest earned on such funds beyond any administrative fees as may be on file with the division. Said disclosure must be clear and conspicuous, and may be made at any time up to and including closing."
Be advised that the closing agent will or could charge an Administrative Fee for processing such an additional

services request and any resulting payee will also be subjected to a W-9 or other required tax documentation for such purpose(s).
Be further advised that, for many transactions, the imposed Administrative Fee associated with such an additional service may exceed any such interest earned.
Therefore, you may have the right to some of the interest earned over and above the Administrative Fee, if applicable (e.g., any money over any administrative fees involved in figuring the amounts earned).

Note 10: Pursuant to Regulation 3-5-1 Section 9 (G) notice is hereby given that "Until a title entity receives written instructions pertaining to the holding of fiduciary funds, in a form agreeable to the title entity, it shall comply with the following:

1. The title entity shall deposit funds into an escrow, trust, or other fiduciary account and hold them in a fiduciary capacity.
2. The title entity shall use any funds designated as "earnest money" for the consummation of the transaction as evidenced by the contract to buy and sell real estate applicable to said transaction, except as otherwise provided in this section. If the transaction does not close, the title entity shall:
   (a) Release the earnest money funds as directed by written instructions signed by both the buyer and seller; or
   (b) If acceptable written instructions are not received, uncontested funds shall be held by the title entity for 180 days from the scheduled date of closing, after which the title entity shall return said funds to the payor.
3. In the event of any controversy regarding the funds held by the title entity (notwithstanding any termination of the contract), the title entity shall not be required to take any action unless and until such controversy is resolved. At its option and discretion, the title entity may:
   (a) Await any proceeding; or
   (b) Interplead all parties and deposit such funds into a court of competent jurisdiction, and recover court costs and reasonable attorney and legal fees; or
   (c) Deliver written notice to the buyer and seller that unless the title entity receives a copy of a summons and complaint or claim (between buyer and seller), containing the case number of the lawsuit or lawsuits, within 120 days of the title entity's written notice delivered to the parties, title entity shall return the funds to the depositing party."

Title Company of the Rockies

Disclosures

All documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section. Pursuant to C.R.S. 30-10-406(3)(a).

The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent: or until the Proposed Insured has notified or instructed the company in writing to the contrary. Pursuant to C.R.S. 10-11-122.

No person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawals as a matter of right. Pursuant to C.R.S. 38-35-125(2).

The Company hereby notifies the proposed buyer in the current transaction that there may be recorded evidence that the mineral estate, or portion thereof, has been severed, leased, or otherwise conveyed from the surface estate. If so, there is a substantial likelihood that a third party holds some or all interest in the oil, gas, other minerals, or geothermal energy in the subject property. Such mineral estate may include the right to enter and use the property without the surface owner's permission. Pursuant to C.R.S. 10-11-123.

If this transaction includes a sale of property and the sales price exceeds $100,000.00, the seller must comply with the disclosure/withholding requirements of said section. (Nonresident withholding) Pursuant to C.R.S. 39-22-604.5.

Notice is hereby given that: The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that: Pursuant to Colorado Division of Insurance Regulation 8-1-2;

"Gap Protection" -When this Company conducts the closing and is responsible for recording or filing the legal documents resulting from the transaction, the Company shall be responsible for all matters which appear on the record prior to such time or recording or filing; and

"Mechanic's Lien Protection" - If you are the buyer of a single family residence, you may request mechanic's lien coverage to be issued on your policy of Insurance. If the property being purchased has not been the subject of construction, improvements or repairs in the last six months prior to the date of this commitment, the requirements will be payment of the appropriate premium and the completion of an Affidavit and Indemnity by the seller. If the property being purchased was constructed, improved or repaired within six months prior to the date of this commitment the requirements may involve disclosure of certain financial information, payment of premiums, and indemnity, among others. The general requirements stated above are subject to revision and approval by the Company. Pursuant to C.R.S. 10-11-122.

Notice is hereby given that an ALTA Closing Protection Letter is available, upon request, to certain parties to the transaction as noted in the title commitment. Pursuant to Colorado Division of Insurance Regulation 8-1.

Nothing herein contained will be deemed to obligate the Company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

EXHIBIT H

Rockfall Mitigation Report

CTL|THOMPSON
Founded in 1971

May 28, 2024

Aspen Built
1101 Village Road, Suite #LL-1B
Carbondale, CO 81623

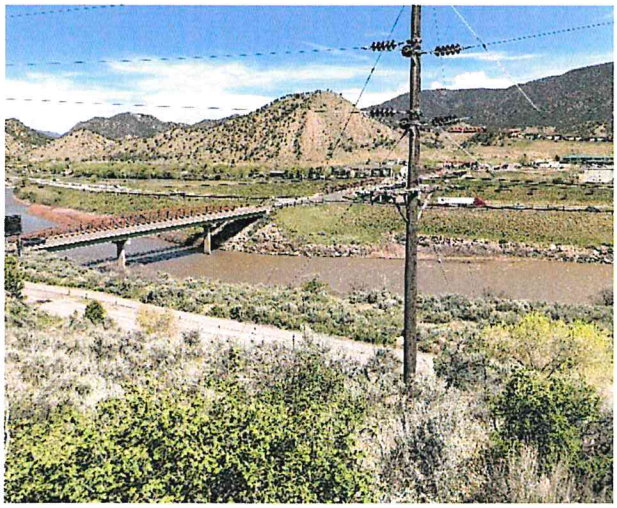
Attention: Abdi Pirzadeh
President and General Manager

Subject: Rockfall Hazard Analysis
Lot 1, Riverside PUD
(a.k.a. 7051 County Road 335)
New Castle, Colorado
Project No. GS06837.000-130

CTL|Thompson, Inc. (CTL|T) has completed a rockfall hazard analysis for Lot 1, Riverside PUD (a.k.a. 7051 County Road 335) in New Castle, Colorado. A hotel and brewery are proposed for the site. Rockfall is a potential hazard for the property. Results from our analysis include estimates of rock velocity, bounce height, and kinetic energy, which can be used by a specialty contractor to design an appropriate rockfall mitigation system. The scope of our rockfall hazard analysis was set forth in our Proposal No. GS-24-0029.

Site Conditions

Lot 1, Riverside PUD is located north of County Road 335 in New Castle, Colorado. A vicinity map with the location of the site is attached as Figure 1. James Kellogg, P.E., of CTL|T performed a site reconnaissance on April 25, 2024. The property is a 5.84-acre parcel that is bordered by the Colorado River at the north and River Park PUD apartments at the east. The west side of the property is adjacent to the bridge over the Colorado River. A gas station and convenience store previously located on the property was deconstructed sometime between 2006 and 2011. Currently, the site is predominantly vegetated with sage. Trees and willows are adjacent to the river. Photographs of the site are below.


West Part of Property

East Part of Property

Rockfall Sources

The Grand Hogback is south of the county road. The ridge of the hogback is approximately 950 to 1,000 feet above the subject site. Slopes on the north flank of the hogback range from grades of about 80 to 95 percent (about 39 to 44 degrees). Ground surface at the base of the hogback slopes down (north) toward the road at grades between 30 and 40 percent (about 17 to 21 degrees). The hogback slope is incised with numerous drainage channels separated by steep-sided ridges. Vegetation is predominantly sage and grasses with scattered, pinion, juniper, and thickets of oak brush. Photographs of the hogback above the site are below.

Hogback above East Part of Property

Hogback above West Part of Property

Geologic mapping by the US Geological Survey (USGS) titled, "Revised Preliminary Geologic Map of the New Castle Quadrangle, Garfield County, Colorado", by R.B. Scott and R.R. Shroba (dated 1997) indicate the Grand Hogback above (south of) the subject site is predominantly composed of sandstone bedrock of the of the Williams Fork Formation. Prominent outcrops of the sandstone are along the ridgetop. An unnamed band of sandstone outcrops along the mid-slope of the hogback flank. These outcrops are the source of rockfall boulders that could affect the subject site. Photographs that show the source rock are below.

Sandstone Outcrops and Fallen Boulders

Ridge Outcrops and Lower Sandstone Band

Typical Rockfall Boulders

We noted numerous boulders from rockfall that had stopped between the base of the hogback and the county road. The maximum dimension of most of these rocks was about 6 feet. Some larger boulders with long dimensions of 12 to 18 feet were present near the base of the hogback. We observed several boulders on the subject property that appear to be the result of rockfall. The maximum dimension of rocks on the site was about 6 feet. Photographs that show typical boulders likely to affect the subject property are below.

Rockfall Boulders south of County Road

Rockfall Boulders on Subject Parcel

Rockfall Analysis Approach

CTL|T evaluated the potential rockfall hazard for Lot 1, Riverside PUD using Colorado Rockfall Simulation Program (CRSP) 2004 developed by the Colorado School of Mines. We analyzed the four slope sections (A-A' through D-D') shown on the attached Figure 2. The program requires input regarding slope geometry and slope material properties, as well as coefficients to determine rock energy loss upon impact. It is also important to estimate the size, shape, and weight of rocks that would comprise a potential rockfall event.

Our site observations indicate the rockfall boulders are generally rectangular prisms with subangular faces. Due to the constraints of CRSP, we analyzed the rocks as spherical boulders. This is conservative because a spherical shape represents the "worst-case" because a sphere comprises the most mass for a given radius. Our analysis assumed a rock unit weight of density of 165 lb/ft3, which is typical for hard sandstone bedrock. We evaluated rocks with diameters of 4 ft, 6 ft, 8 ft, and 10 ft.

The CRSP program simulates "rolling" of rocks of the specified size and shape down the modeled slope geometries at each section. Parameters that must be entered for the slope sections include estimates of surface roughness, as well as tangential and normal coefficients, which allow estimates of rock trajectory and energy loss upon impacts as the rocks bounce while rolling down the slopes. The analysis ultimately predicts the number of rocks that would pass designated analysis points. It also provides estimates of rock velocities, bounce heights, and kinetic energy of the rocks at these points.

CTL|T set two analysis points for each of our four slope sections. We modeled a potential rockfall mitigation structure consisting of a 3-foot high earthen berm at the north side of the bike path, which is at the north side of the county road. We modeled the berm with a base width of 6 feet such that the upslope and downslope faces of the berm would have slopes of 1 H to 1 V (horizontal to vertical). Analysis Point 1 for each section was set at the base of the upslope (south) face of the berm. Analysis Point 2 was set at the base of the downslope face of the berm.

Rockfall Analysis Results

CTL|T utilized the CRSP program to simulate rolling of 100 rocks down each of the four modeled slope sections. Our simulations evaluated 4 ft, 6 ft, 8 ft, and 10 ft boulders. Our analysis assumed rocks starting at a velocity of 1 ft/sec upon separation from the source rock at the outcrops. Results of our analysis are summarized on the attached Table 1

The first data set for each slope section indicates the rock velocities, bounce heights, and kinetic energy at Analysis Point 1. The second data set is for Analysis Point 2. As indicated on the Table, a significant number of rocks were predicted to reach the base of the rockfall berm below slope sections A-A', B-B', and C-C'. The analysis showed none of these rocks passing the berm. Our analysis indicated that no rocks would reach the rockfall berm below slope section D-D'.

Opinions and Recommendations

Based on the analysis results, CTL|T judges that all of Lot 1, Riverside PUD is at risk from potential rockfall. The highest risk of rockfall appears to be within the central and west parts of the property. The greatest rock velocities, bounce heights, and kinetic energy would be below slope section A-A'. Mitigation of rockfall hazard is required for safe development of the subject parcel.

Our analysis indicates that a 3-feet high earthen berm with upslope and downslope faces of 1H to 1V would prevent these rocks from travelling further to the north on the subject property. Other mitigation systems can be considered, provided they are capable of absorbing the calculated maximum kinetic energies summarized on Table 1. We can provide additional assistance to the design-build contractor, if requested.

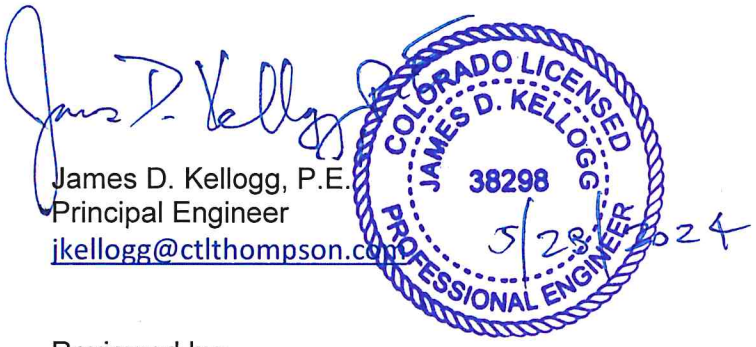
Site constraints will impact the design and construction of the rockfall mitigation system. The designer of the rockfall mitigation system must determine if the hazard is sufficiently eliminated to delineate or remove any build restrictions. Rockfall mitigation should be designed using the values provided on the table, including an adequate factor of safety.

Limitations

The analysis methods, opinions, and recommendations in this letter are based upon consideration of many factors including, but not limited to, site topography, geologic conditions, and the proposed site development. We believe our analysis was performed in a manner consistent with that level of care and skill ordinarily used by geotechnical engineers practicing in this area at this time. No warranty, express or implied, is made.

CTL| T is available to discuss the contents of this letter. Please contact us if you have questions or need additional information.

CTL|THOMPSON, INC.



James D. Kellogg, P.E.
Principal Engineer
jkellogg@ctlthompson.com

Reviewed by:

Ryan Barbone P.E.

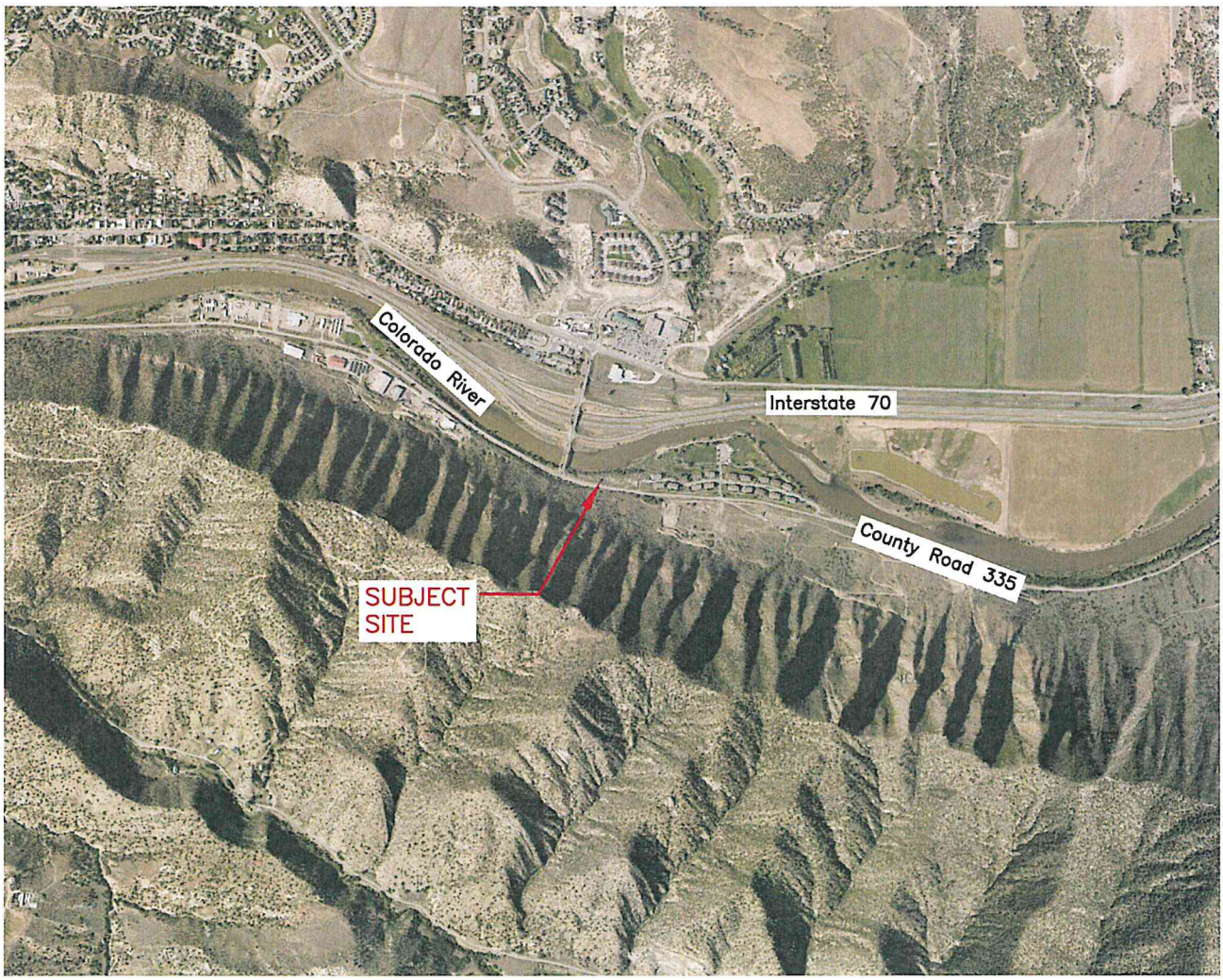
Ryan R. Barbone, P.E.
Division Manager
rbarbone@ctlthompson.com

Via email: abdi@aspenbuilt.com

0 1,000 2,000

SCALE: 1" = 2,000'

NOTE: SATELLITE IMAGE FROM GOOGLE MAPS (DATED JUNE 2023)



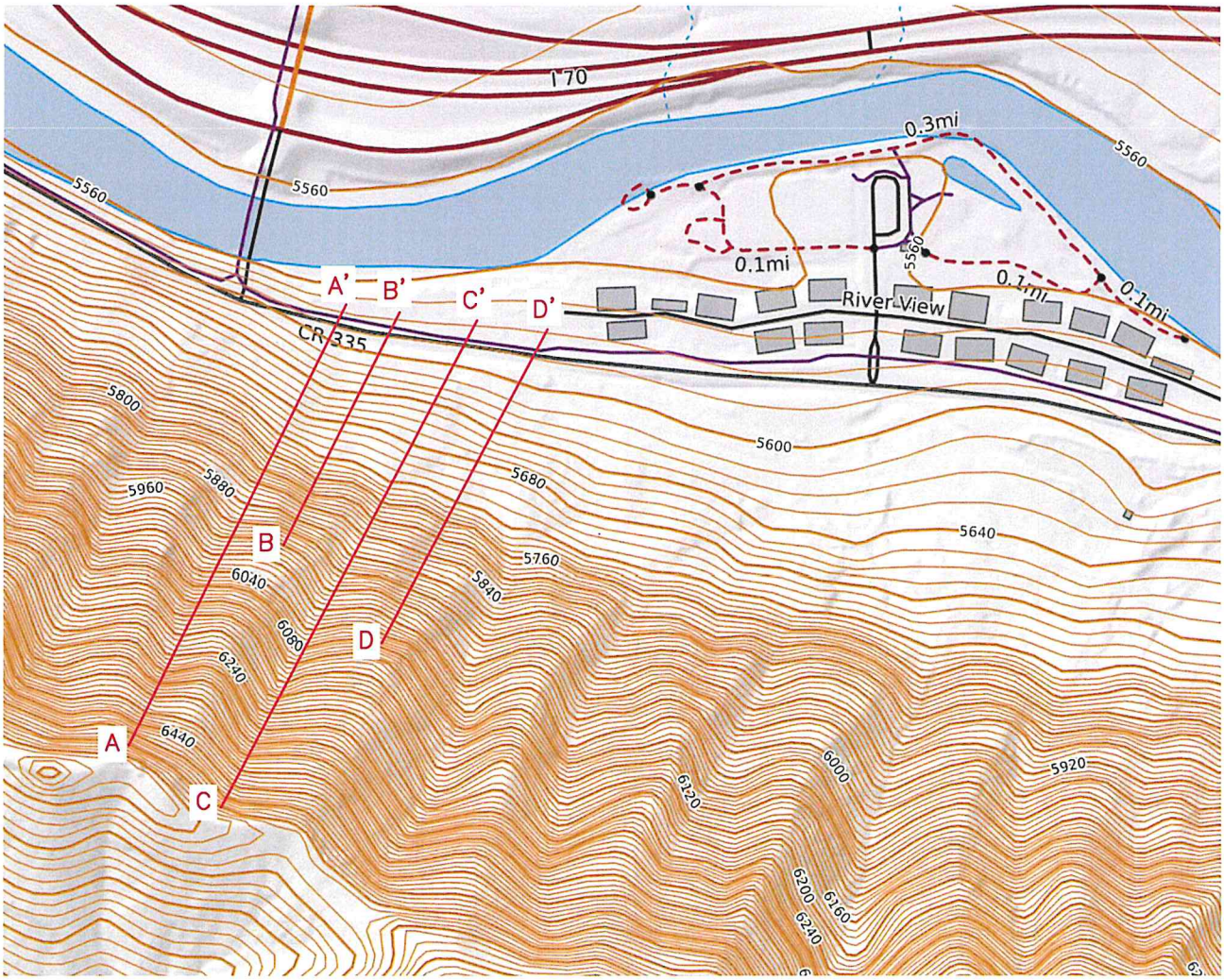
ASPEN BUILT
LOT 1, RIVERSIDE PUD
CTL/T PROJECT NO. GS06837.000-130

Vicinity Map

0 1,000 2,000

SCALE: 1" = 500'

NOTE: TOPOGRAPHY FROM CALTOPO



ASPEN BUILT
LOT 1, RIVERSIDE PUD
CTL/T PROJECT NO. GS06837.000-130

Slope Sections

Fig. 2

Table 1
Results of Rockfall Analysis

Section: A-A' | Section Length: 1360 ft | Rock Density : 165 lb/ft3 | Analysis Point 1: X=1320 (south side of 3-ft high berm) | No. of Rocks Simulated: 100						
Rock Shape	Rock Diameter (ft)	Rock Weight (lb)	Maximum Rock Velocity (ft/sec)	Maximum Bounce Height (ft)	Maximum Kinetic Energy (ft-lb)	Total Rocks Passing Analysis Point
spherical	4	5,529	18.61	1.31	41,494	95
spherical	6	18,661	19.38	1.1	143,817	92
spherical	8	44,234	19.58	1.09	360,821	94
spherical	10	85,394	18.96	1.05	655,970	91

Section: A-A' | Section Length: 1360 ft | Rock Density : 165 lb/ft3 | Analysis Point 2: X=1330 (north side of 3-ft high berm) | No. of Rocks Simulated: 100						
Rock Shape	Rock Diameter (ft)	Rock Weight (lb)	Maximum Rock Velocity (ft/sec)	Maximum Bounce Height (ft)	Maximum Kinetic Energy (ft-lb)	Total Rocks Passing Analysis Point
spherical	4	5,529	NP	NP	NP	0
spherical	6	18,661	NP	NP	NP	0
spherical	8	44,234	NP	NP	NP	0
spherical	10	85,394	NP	NP	NP	0

Section: B-B' | Section Length: 765 ft | Rock Density : 165 lb/ft3 | Analysis Point 1: X=670 (south side of 3-ft high berm) | No. of Rocks Simulated: 100						
Rock Shape	Rock Diameter (ft)	Rock Weight (lb)	Maximum Velocity (ft/sec)	Maximum Bounce Height (ft)	Maximum Kinetic Energy (ft-lb)	Total Rocks Passing Analysis Point
spherical	4	5,529	13.02	0.93	20,126	54
spherical	6	18,661	12.85	0.86	65,814	58
spherical	8	44,234	15.71	0.82	89,804	56
spherical	10	85,394	13.82	1.15	360,213	57

Section: B-B' | Section Length: 765 ft | Rock Density : 165 lb/ft3 | Analysis Point 2: X=680 (north side of 3-ft high berm) | No. of Rocks Simulated: 100						
Rock Shape	Rock Diameter (ft)	Rock Weight (lb)	Maximum Velocity (ft/sec)	Maximum Bounce Height (ft)	Maximum Kinetic Energy (ft-lb)	Total Rocks Passing Analysis Point
spherical	4	5,529	NP	NP	NP	0
spherical	6	18,661	NP	NP	NP	0
spherical	8	44,234	NP	NP	NP	0
spherical	10	85,394	NP	NP	NP	0

*NP indicates no rocks passing analysis point.

166

Section: C-C' | Section Length: 1555 ft | Rock Density : 165 lb/ft3 | Analysis Point 1: X=1445 (south side of 3-ft high berm) | No. of Rocks Simulated: 100						
Rock Shape	Rock Diameter (ft)	Rock Weight (lb)	Maximum Velocity (ft/sec)	Maximum Bounce Height (ft)	Maximum Kinetic Energy (ft-lb)	Total Rocks Passing Analysis Point
spherical	4	5,529	14.05	0.71	23,485	25
spherical	6	18,661	15.19	0.79	93,736	22
spherical	8	44,234	14.97	0.51	212,933	23
spherical	10	85,394	14.87	0.61	415,809	23

Section: C-C' | Section Length: 1555 ft | Rock Density : 165 lb/ft3 | Analysis Point 2: X=1455 (north side of 3-ft high berm) | No. of Rocks Simulated: 100						
Rock Shape	Rock Diameter (ft)	Rock Weight (lb)	Maximum Velocity (ft/sec)	Maximum Bounce Height (ft)	Maximum Kinetic Energy (ft-lb)	Total Rocks Passing Analysis Point
spherical	4	5,529	NP	NP	NP	0
spherical	6	18,661	NP	NP	NP	0
spherical	8	44,234	NP	NP	NP	0
spherical	10	85,394	NP	NP	NP	0

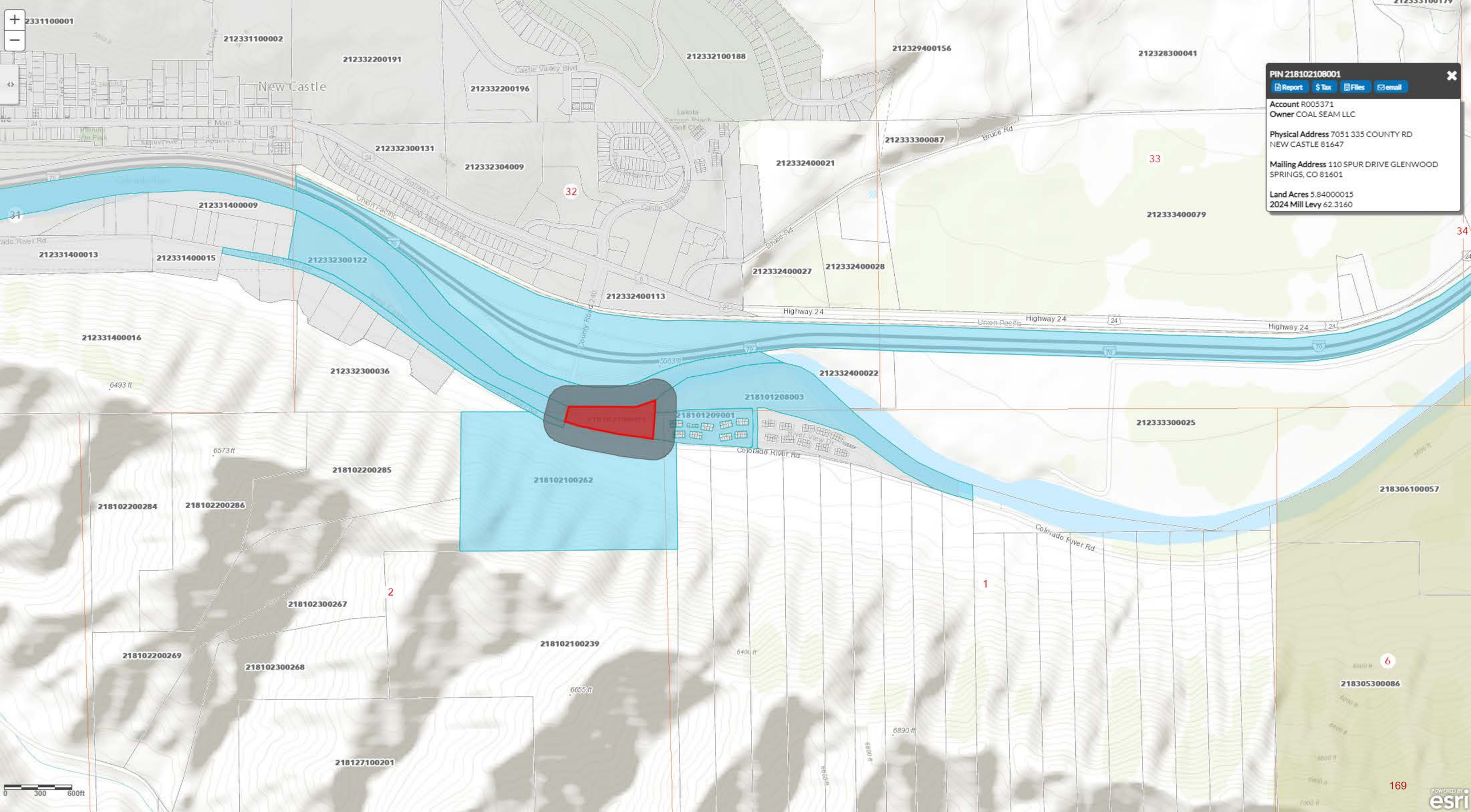
Section: D-D' | Section Length: 980 ft | Rock Density : 165 lb/ft3 | Analysis Point 1: X=920 (south side of 3-ft high berm) | No. of Rocks Simulated: 100						
Rock Shape	Rock Diameter (ft)	Rock Weight (lb)	Maximum Velocity (ft/sec)	Maximum Bounce Height (ft)	Maximum Kinetic Energy (ft-lb)	Total Rocks Passing Analysis Point
spherical	3	5,529	NP	NP	NP	0
spherical	3	18,661	NP	NP	NP	0
spherical	6	44,234	NP	NP	NP	0
spherical	6	85,394	NP	NP	NP	0

Section: D-D' | Section Length: 980 ft | Rock Density : 165 lb/ft3 | Analysis Point 2: X=930 (north side of 3-ft high berm) | No. of Rocks Simulated: 100						
Rock Shape	Rock Diameter (ft)	Rock Weight (lb)	Maximum Velocity (ft/sec)	Maximum Bounce Height (ft)	Maximum Kinetic Energy (ft-lb)	Total Rocks Passing Analysis Point
spherical	3	5,529	NP	NP	NP	0
spherical	3	18,661	NP	NP	NP	0
spherical	6	44,234	NP	NP	NP	0
spherical	6	85,394	NP	NP	NP	0

*NP indicates no rocks passing analysis point.

EXHIBIT I

List of Property Owners Within 250 Feet


PIN 218102108001
Report
$ Tax
Files
email
Account R005371
Owner COAL SEAM LLC
Physical Address 7051 335 COUNTY RD NEW CASTLE 81647
Mailing Address 110 SPUR DRIVE GLENWOOD SPRINGS, CO 81601
Land Acres 5.84000015
2024 Mill Levy 62.3160
New Castle
Castle Valley Blvd
Bruce Rd
Highway 24
Union Pacific
Colorado River Rd
River View Dr
County Rd 240
212331100001
212331100002
212332200191
212332100188
212329400156
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212332200196
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218305300086
218127100201
6493 ft
6573 ft
6655 ft
6890 ft
5563 ft
0
300
600ft
169

Garfield County, CO

Summary

Account	R005373
Parcel	218101208003
Property Address	, NEW CASTLE, CO 81647
Legal Description	Section: 1 Township: 6 Range: 91 Subdivision: RIVERSIDE PARK SUBDIVISION Lot: 3 19.45 ACRES
Acres	19.45
Land SqFt	0
Tax Area	79
Mill Levy	62.3160
Subdivision	RIVERSIDE PARK SUBDIVISION

View Map

Owner

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

Land

Unit Type	EXEMPT-POLITICAL SD-LAND - 9149 (EXEMPT PROPERTY)
Square Feet	0

Actual Values

Assessed Year	2024	2023	2022	2021	2020
Land Actual	$2,626,450.00	$2,626,450.00	$2,541,730.00	$2,541,730.00	$2,541,730.00
Improvement Actual	$0.00	$0.00	$0.00	$0.00	$0.00
Total Actual	**$2,626,450.00**	**$2,626,450.00**	**$2,541,730.00**	**$2,541,730.00**	**$2,541,730.00**

Assessed Values

Assessed Year	2024	2023	2022	2021	2020
Land Assessed	$732,780.00	$732,780.00	$737,100.00	$737,100.00	$737,100.00
Improvement Assessed	$0.00	$0.00	$0.00	$0.00	$0.00
Total Assessed	**$732,780.00**	**$732,780.00**	**$737,100.00**	**$737,100.00**	**$737,100.00**

Tax History

Tax Year	2023	2022	2021	2020
Taxes Billed	$0.00	$0.00	$0.00	$0.00

Click here to view the tax information for this parcel on the Garfield County Treasurer's website.

Transfers

Sale Date	Deed Type	Reception Number	Book - Page	Sale Price
10/17/2006	AGREEMENT	720637	1911-0042	$0
6/23/2006	AGREEMENT	704854	1834-0249	$0
11/15/2001	CORRECTION WARRANTY DEED	592273	1304-959	$0
12/15/1998	GENERAL WARRANTY DEED	538043	1107-12	$0
7/6/1992	RESOLUTION	437792	0838-0843	$0
1/8/1992	QUIT CLAIM DEED	430653	0821-0336	$0

Property Related Public Documents

Click here to view Property Related Public Documents

No data available for the following modules: Buildings, Photos, Sketches.

Garfield County, CO

Summary

Account	R043111
Parcel	218101209001
Property Address	, NEW CASTLE, CO 81647
Legal Description	Section: 1 Township: 6 Range: 91 Subdivision: RIVER PARK PUD Lot: 2A COMMON ELEMENT
Acres	5.659
Land SqFt	0
Tax Area	78
Mill Levy	115.7790
Subdivision	RIVER PARK PUD

View Map

Owner

RIVER PARK HOMEOWNERS
ASSOCIATION
PO BOX 1530
AVON CO 81620

Land

Unit Type	COMMON INTEREST LAND - 9199 (EXEMPT PROPERTY)
Square Feet	0

Actual Values

Assessed Year	2024	2023	2022	2021	2020
Land Actual	$0.00	$0.00	$0.00	$0.00	$0.00
Improvement Actual	$0.00	$0.00	$0.00	$0.00	$0.00
Total Actual	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Assessed Values

Assessed Year	2024	2023	2022	2021	2020
Land Assessed	$0.00	$0.00	$0.00	$0.00	$0.00
Improvement Assessed	$0.00	$0.00	$0.00	$0.00	$0.00
Total Assessed	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Tax History

Tax Year	2023	2022	2021	2020
Taxes Billed	$0.00	$0.00	$0.00	$0.00

Click here to view the tax information for this parcel on the Garfield County Treasurer's website.

Transfers

Sale Date	Deed Type	Reception Number	Book - Page	Sale Price
4/3/2009	EASEMENT	767223		$0
7/27/2007	CONDO DECLARATION	729621		$0
5/30/2007	CONDO DECLARATION	726905	1943-982	$0
5/30/2007	CONDO DECLARATION	724445	1932-125	$0
2/22/2006	AGREEMENT	692618	1773-648	$0
2/22/2006	AGREEMENT	692616	1773-640	$0
2/18/2006	POWER OF ATTORNEY	693090	1775-693	$0
2/14/2006	POWER OF ATTORNEY	693092	1775-700	$0
2/14/2006	POWER OF ATTORNEY	693091	1775-697	$0
1/13/2006	SPECIAL WARRANTY DEED	690655	1764-700	$0
1/13/2006	SPECIAL WARRANTY DEED	690654	1764-697	$0
7/19/2005	ORDINANCE	692615	1773-540	$0
2/13/2004	QUIT CLAIM DEED	646684	1561-416	$0
11/14/2003	ASSIGNMENT	647121	1563-685	$0
11/14/2003	SPECIAL WARRANTY DEED	641022	1539-306	$0
11/14/2003	WARRANTY DEED	641021	1539-302	$1,050,000
10/29/1999	QUIT CLAIM DEED	554719	1158-313	$0

Garfield County, CO

Summary

Account	R170406
Parcel	218102100262
Property Address	, NEW CASTLE, CO 81647
Legal Description	Section: 2 Township: 6 Range: 91 N2NE LESS THAT PT LYING N OF ROW OF CO RD 335, NW4,PT OF W2SW. EXCEPT A TR CONT 2.050 AC AS DESC IN 1051/290 AKA PORTER EX #1. EXCEPT A TR CONT 35.23 AC AS DESC IN 1112/639 AKA LOT 5 COAL RIDGE ESTATES. EXCEPT A TR CONT 35
Acres	55.88
Land SqFt	0
Tax Area	17
Mill Levy	51.1150
Subdivision	

View Map

Owner

VIGIL, RUBEN & GONZALES VILLEGAS, JUAN
2450 COUNTY ROAD 314
NEW CASTLE CO 81647

Land

Unit Type	35 AC TO L/T 100 AC - 0550 (VACANT LAND)
Square Feet	0

Actual Values

Assessed Year	2024	2023	2022	2021	2020
Land Actual	$105,000.00	$105,000.00	$50,000.00	$50,000.00	$55,000.00
Improvement Actual	$0.00	$0.00	$0.00	$0.00	$0.00
Total Actual	**$105,000.00**	**$105,000.00**	**$50,000.00**	**$50,000.00**	**$55,000.00**

Assessed Values

Assessed Year	2024	2023	2022	2021	2020
Land Assessed	$29,300.00	$29,300.00	$14,500.00	$14,500.00	$15,950.00
Improvement Assessed	$0.00	$0.00	$0.00	$0.00	$0.00
Total Assessed	**$29,300.00**	**$29,300.00**	**$14,500.00**	**$14,500.00**	**$15,950.00**

Tax History

Tax Year	2023	2022	2021	2020
Taxes Billed	$1,497.68	$800.28	$903.64	$896.16

Click here to view the tax information for this parcel on the Garfield County Treasurer's website.

Transfers

Sale Date	Deed Type	Reception Number	Book - Page	Sale Price
12/8/2022	WARRANTY DEED	981937		$285,000
7/20/2018	WARRANTY DEED	909499		$50,000
7/8/2011	WARRANTY DEED	805008		$200,000
6/28/2010	Withdrawal Not Elec and demand Sal	787882		$0
5/28/2010	Notice Election and Demand Sale	787164		$0
9/14/2004	STATEMENT OF AUTHORITY	659887	1623-263	$0
1/22/1999	SPECIAL WARRANTY DEED	539789	1110-0401	$0
12/31/1998	WARRANTY DEED	539151	1110-0403	$0
3/4/1997	RESOLUTION	505385	1011-0046	$0
3/1/1996	WARRANTY DEED	501330	1000-0454	$0
3/1/1996	WARRANTY DEED	500070	0997-0223	$0
3/1/1996	WARRANTY DEED	500069	0997-0221	$0
12/23/1994	BARGAIN AND SALE DEED	472586	0926-0682	$0
12/22/1994	QUIT CLAIM DEED	472583	0926-0674	$0
12/22/1994	QUIT CLAIM DEED	472582	0926-0669	$0
5/24/1994	CORRECTION QUIT CLAIM	468218	0915-0308	$0
7/31/1992	SPECIAL WARRANTY DEED	437884	0839-0044	$0
4/25/1990	CERTIFICATE	412065	0777-0870	$0
12/22/1983	WARRANTY DEED	348469	0641-0080	$0
12/17/1982	WARRANTY DEED	335365	0615-0188	$0
5/20/1937	DEED	128141	0186-0512	$0

Property Related Public Documents

Click here to view Property Related Public Documents

Photos

No data available for the following modules: Buildings, Sketches.

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Garfield County, CO

Summary

Account	R380480
Parcel	212332300122
Property Address	6051 335 COUNTY RD, NEW CASTLE, CO 81647
Legal Description	Section: 32 Township: 5 Range: 90 TR IN NWSW & SWSW BEG.AT PT.ON SLY LINE COLO.RIVER
Acres	3.348
Land SqFt	0
Tax Area	38
Mill Levy	62.2920
Subdivision	

View Map

Owner

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

Land

Unit Type	EXEMPT-POLITICAL SD-LAND - 9149 (EXEMPT PROPERTY)
Square Feet	0

Actual Values

Assessed Year	2024	2023	2022	2021	2020
Land Actual	$18,000.00	$18,000.00	$18,000.00	$18,000.00	$18,000.00
Improvement Actual	$0.00	$0.00	$0.00	$0.00	$0.00
Total Actual	**$18,000.00**	**$18,000.00**	**$18,000.00**	**$18,000.00**	**$18,000.00**

Assessed Values

Assessed Year	2024	2023	2022	2021	2020
Land Assessed	$5,020.00	$5,020.00	$5,220.00	$5,220.00	$5,220.00
Improvement Assessed	$0.00	$0.00	$0.00	$0.00	$0.00
Total Assessed	**$5,020.00**	**$5,020.00**	**$5,220.00**	**$5,220.00**	**$5,220.00**

Tax History

Tax Year	2023	2022	2021	2020
Taxes Billed	$0.00	$0.00	$0.00	$0.00

Click here to view the tax information for this parcel on the Garfield County Treasurer's website.

Transfers

Sale Date	Deed Type	Reception Number	Book - Page	Sale Price
2/5/1992	ORDINANCE		0823-0279	$0

Property Related Public Documents

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Garfield County, CO

Summary

Account	R380267
Parcel	212331300003
Property Address	6350 335 COUNTY RD, NEW CASTLE, CO 81647
Legal Description	Section: 31 Township: 5 Range: 90 TR IN THE N1/4SW STATE ASSESSED
Acres	0
Land SqFt	0
Tax Area	38
Mill Levy	62.2920
Subdivision	

Owner

PUBLIC SERVICE COMPANY OF COLORADO
1225 17TH STREET, SUITE 400
DENVER CO 80202-5534

Actual Values

Assessed Year	2024	2023	2022	2021	2020
Land Actual	$0.00	$0.00	$0.00	$0.00	$0.00
Improvement Actual	$0.00	$0.00	$0.00	$0.00	$0.00
Total Actual	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Assessed Values

Assessed Year	2024	2023	2022	2021	2020
Land Assessed	$0.00	$0.00	$0.00	$0.00	$0.00
Improvement Assessed	$0.00	$0.00	$0.00	$0.00	$0.00
Total Assessed	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**

Click here to view the tax information for this parcel on the Garfield County Treasurer's website.

Transfers

Sale Date	Deed Type	Reception Number	Book - Page	Sale Price
11/19/2020	STATEMENT OF AUTHORITY	947566		$0
12/5/1994	COURT DECREE		0930-0809	$0
6/1/1994	NOTICE OF LIS PENDENS		0904-0629	$0
9/24/1992	QUIT CLAIM DEED		0842-0487	$0
8/7/1990	Deeds		0785-0544	$0
6/15/1960	Deeds		0328-0431	$0
5/5/1960	COURT DECREE		0328-0369	$0
1/1/1900	Deeds		0186-0512	$0
1/1/1900	Deeds		0160-0185	$0
1/1/1900	Deeds		0160-0171	$0
1/1/1900	Deeds		0108-0155	$0
1/1/1900	Deeds		0091-0165	$0
1/1/1900	Deeds		0035-0544	$0

Property Related Public Documents

Click here to view Property Related Public Documents

No data available for the following modules: Land, Buildings, Tax History, Photos, Sketches.

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EXHIBIT J

Associate Declaration and Bylaws

DECLARATION

FOR

COAL SEAM

DECLARATION FOR
COAL SEAM LLC

THIS DECLARATION FOR COAL SEAM is made and entered into this 5th day of May, 2025, by Coal Seam, LLC, a Colorado limited liability company (the "Declarant").

Recitals

A. Declarant is the owner of the real property located in Garfield County; State of Colorado identified on attached Exhibit A (the "Property"). The purpose of this Declaration is to create a condominium project ("Project") by submitting the Property to the condominium form of ownership and use pursuant to the Colorado Common Interest Ownership Act, Article 33.3, Title 38, Colorado Revised Statutes, as amended and supplemented from time to time ("Act")

B. The Property is improved with eleven apartments units (each a "Unit"). Each Unit is located on the mixed use build s. The Lots are further improved with parking spaces and driveways. The functions, activities, physical appearance and other features commonly associated with residential uses hereby are and shall be expressly permitted in the Community (defined below), as more particularly described, provided for and governed herein.

C. This Declaration and the Association (defined below) are being formed to (1) provide for the operation, administration, use, and maintenance of certain common areas and other property as described herein below; (2) to preserve, protect, and enhance the values and amenities of such property; and (3) to promote the health, safety, and welfare of the members of the Association.

D. The Lots and Units are designated on the Plat. The Common Elements are also designated on the Plat.

E. In accordance with Section 118 of the Colorado Common Interest Ownership Act, the Declarant hereby submits the Property and the Project to the provisions of the Act. In the event that the Act is repealed, the Act, on the effective date of this Declaration, shall remain applicable.

F. By this Declaration and the Plat, a plan is hereby established for the separate fee simple ownership of the Lots by the Owners as depicted in the Plat.

NOW, THEREFORE, the Declarant does hereby publish and declare that the following terms, covenants, conditions, easements, restrictions, uses, reservations, limitations, and obligations shall be deemed to run with the land comprising the Property and the Community, and shall be a burden and a benefit to the Owners, their lenders, grantees, successors, heirs, executors, administrators, devisees, and assigns.

ARTICLE 1
General Purposes and Declaration

1.1 General Purposes. Declarant is the owner of certain real property described on Exhibit A, according to the Plat defined below. The real property, together with all improvements now or hereafter situated thereon, are hereinafter collectively referred to as the "Project." Declarant intends to develop the Project as a planned community under the name and style of "COAL SEAM " pursuant to the provisions of the Colorado Common Interest Ownership Act, Section 38-33.3-101, et. seq. of the Colorado Revised Statutes, as it may be amended from time to time (the "Act"). The planned community hereby created is hereinafter referred to as the "Community". The Community shall contain a maximum of twenty-nine (29) townhomes.

1.2 Declaration. For the purposes set forth above and herein, the Declarant for itself and its successors and assigns hereby declares that the Community and each part thereof shall be owned, held, transferred, conveyed, sold, leased, rented, hypothecated, encumbered, used, occupied, improved, altered, maintained and enjoyed subject to the covenants, conditions, restrictions, assessments, charges, servitudes, liens, reservations, exceptions, easements, privileges, rights and other provisions hereinafter set forth, for the duration hereof, all of which are declared to be part of, pursuant to, and in furtherance of a common and general plan of development, improvement, enhancement, use, occupancy and enjoyment of the Community, and all of which shall run with the land and be binding upon and inure to the benefit of (i) the Community and every part thereof, (ii) Declarant and its successors and assigns, (iii) the Association and its successors and assigns, (iv) every Member of the Association, and (v) all Owners, Occupants and other Persons having or acquiring any right, title, or interest in or to the Community or any part thereof, including all improvements therein, and their respective heirs, personal representatives, successors and assigns.

ARTICLE 2
Definitions

When used in this Declaration, the following terms shall have the meanings hereinafter specified. If a term is not defined herein, it shall have the meaning ascribed to it in the Master Declaration. If a term is not defined herein, it shall have the meaning ascribed to it in the Act.

2.1 Allocated Interests. "Allocated Interests" means the Common Expenses liability and the votes in the Association allocated to each Lot/Unit, which interests are allocated as follows:

(a) The Common Expenses liability allocated to each Unit as stated on attached Exhibit B. Such percentage is then multiplied by the Common Expenses or the Assessment in question to determine that Lot's share thereof. Common Expenses liability of a Lot is determined without reference to the location, value or use of the Lot.

(b) One (1) vote in the Association is allocated to each Lot/Unit in the Community.

(c) If Units are added to or withdrawn from the Community or converted to Common Element, (i) the Common Expenses liability for each Unit shall be reallocated on the basis of a percentage in the same manner as set forth in paragraph 2.1 (a) above following the addition, withdrawal or conversion of such Units, and (ii) one vote in the Association shall continue to be allocated to each Unit in the Community following the addition, withdrawal or conversion of such Units.

The Allocated Interests for the Community are specifically set forth on Exhibit B attached hereto and made a part hereof by this reference.

2.2 Articles of Incorporation. "Articles of Incorporation" or "Articles" means the Articles of Incorporation of Coal Seam Owners Association, which have been or will be filed with the office of the Secretary of State of the State of Colorado, as the same may be amended from time to time.

2.3 Assessment. "Assessment" means a Regular Assessment, Special Assessment, or Reimbursement Assessment.

2.4 Association. "Association" means the Coal Seam Owners Association, a Colorado nonprofit corporation, its successors and assigns.

2.5 Board of Directors. "Board of Directors" or "Board" means the executive body of the Association.

2.6 Budget. "Budget" means a written itemized estimate of the Common Expenses to be incurred by the Association in performing its functions under this Declaration and adopted by the Board of Directors pursuant to Section 10.7 of this Declaration.

2.7 Building or Buildings. "Building" or "Buildings" means one or more of the townhome structures that may be constructed from time to time on the Property.

2.8 Bylaws. "Bylaws" means the Bylaws of the Association which have been or will be adopted by the Board of Directors of the Association, as the same may be amended from time to time.

2.9 Common Elements. "Common Elements" means all of the Community except the Lots Units. The Common Elements shall be conveyed to the Association upon completion of construction of all Units, and shall include, but are not limited to:

(a) All land designated as Common Element on the Plat, and all improvements, landscaping, fixtures and personal property thereon which may from time to time be owned by the Association, and all common lighting, common utilities (including without limitation the common water, sewer main, water main and storm drainage system), common access driveway, and water features within the Community; and

(b) All easements created or reserved on the Plat, in this Declaration, or in any separate agreement, for the use and benefit of the Association.

2.10 Common Expenses. "Common Expenses" means any expenditures made or liabilities incurred by or on behalf of the Association, together with any allocations to reserves.

2.11 Community. “Community" means the real property described as Coal Seam GPUD according to the Plat together with all improvements and other amenities now or hereafter located thereon, and together with all easements, rights, appurtenances and privileges belonging or in any way pertaining thereto.

2.12 Declaration. "Declaration" means this Declaration for COAL SEAM, as it may be amended from time to time.

2.13 Governing Documents. “Governing Documents means the Declaration, the Articles, the Bylaws, the Rules, the Design Guidelines, the CCIOA Policies and the Construction Rules.

2.14 Lot. “Lot” means each of the Lots identified on Exhibit B of the COAL SEAMas depicted and described on the Plat.

2.15 Member. "Member" means each Unit Owner, including the Successor Declarant. Membership in the Association shall be appurtenant to, and may not be separated from, ownership of a Unit.

2.16 Occupant. "Occupant" means any person who is a tenant in a Unit pursuant to a lease with the Owner thereof, or any person who is present within the Community as a family member, guest or invitee of an Owner, an Occupant, or the Association.

2.17 Owner. "Owner" means the Person, including Declarant, or, if more than one, all Persons collectively, who hold fee simple title of record to a Lot, including sellers under executory contracts of sale and excluding buyers thereunder. The term "Owner" shall be analogous to the term "Unit Owner", as that term is defined in the Act.

2.18 Person. "Person" means a natural person, a corporation, a partnership, a limited liability company, an association, a trust, or any other entity or any combination thereof.

2.19 Plat. "Plat" means the Amended Plat of River Side P.U.D. Filing No. _ recorded on _____, 2024, as Reception No. _____ in the Office of the Clerk and Recorder of Garfield County, Colorado, as the Plat may be amended from time to time.

2.20 Regular Assessment. "Regular Assessment" means a charge against each Owner and the Owner's Unit for purposes of covering the annual costs of operating and administering the Association and all other Common Expenses. Regular Assessments are based on a Budget adopted by the Board of Directors in accordance with Section 10.7 below, and are allocated to the Units in accordance with the Allocated Interests.

2.21 Reimbursement Assessment. "Reimbursement Assessment" means a charge against a particular Owner and the Owner's Lot or Unit for the purpose of reimbursing the Association for costs and expenses incurred by the Association in connection with the enforcement of any provision hereof or the remedying of any violation by the Owner or an Occupant of this Declaration or any amendment hereto, the Articles, Bylaws, or Rules and Regulations, or for purposes set forth in the Declaration, pursuant to Section 10.9 hereof, together with late charges and interest as provided for herein. Reimbursement Assessments shall include, without limitation, any Common Expense caused by the misconduct of any Unit Owner or of such Owner's Occupants.

2.22 Rules and Regulations. "Rules and Regulations" means such rules and regulations as may be adopted from time to time by the Board of Directors, as provided in Section 7.3 of this Declaration.

2.23 Special Assessment. "Special Assessment" means a charge against each Owner and the Owner's Lot/Unit for purposes of reimbursing the Association for costs and expenses incurred or to be incurred by the Association for the purpose of paying for the construction, reconstruction, repair or replacement of capital improvements within the Community, the costs of which were not included in a Regular Assessment, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association, as authorized by the Board of Directors from time to time as provided herein.

2.24 Unit. "Unit" means each of the Units identified on Exhibit B of the COAL SEAM as depicted and described on the Plat.

ARTICLE 3
General Provisions and Restrictions Applicable to the Community

3.1 Intent of Declaration. It is the intention of Declarant to establish and impose a common and general plan for the improvement, development, use and occupancy of the Community, all in order to enhance the value, desirability, and attractiveness of the Community and to promote the marketing, development and enjoyment thereof. Accordingly, Declarant hereby declares that the entire Community shall be owned, held, used occupied, improved, altered, maintained, conveyed, leased, encumbered and enjoyed subject to the covenants, conditions, restrictions, reservations, easements, rights and other provisions contained in this Declaration.

3.2 Description of a Lot/Unit. Every contract for sale, deed, lease, security interest and every other legal document or instrument shall legally describe a Lot as follows:

> Lot/Unit _____, COAL SEAM , according to the Declaration for COAL SEAM , recorded as Reception No. _____ on April 29, 2024 and according to the Plat recorded as Reception No. _____ recorded on _____, 202_ in the Office of the Clerk and Recorder of Garfield County, Colorado.

Such description shall be legally sufficient for all purposes to sell, convey, transfer, encumber or otherwise affect the Lot, the Unit and its appurtenances, including all improvements thereon, and to incorporate all of the rights, interests, obligations, restrictions and burdens appurtenant or incident to ownership of a Lot and the associated Unit as set forth in this Declaration and the Plat. Each such description shall be construed to include a non-exclusive easement over the Common Elements for appropriate ingress and egress to and from each Unit, and a non-exclusive right to use and enjoy the Common Elements subject to all applicable provisions of this Declaration.

3.3 Unit Boundaries. The Lot lines shown on the Plat shall be the perimeter boundaries of the Lots. The Unit lines shown on the Plat shall be the perimeter boundaries of the Units and the buildings within which the Units are located ("Building"). Where two Units share a common wall, the common wall shall be deemed divided equally in half vertically through its center, and each half shall be deemed a part of and owned by the Unit adjacent to that half of the common wall. Units shall not be deemed to have an uppermost horizontal boundary or a lowermost horizontal boundary.

3.4 No Partition or Subdivision. Common Elements shall be owned by the Association as herein provided and shall remain undivided, and no Owner or other Person shall bring any action for partition or division of the Common Elements. Similarly no action shall be brought for the subdivision or physical partition of a Unit or the improvements thereon between or among the Owners thereof.

3.5 Separate Assessment. Declarant shall give written notice to the Assessor of Garfield County, Colorado requesting that the Lots be separately assessed and taxed and that the total value of the Common Elements be assessed and taxed proportionately in accordance with the allocated Common Expense liability of each Lot/Unit. After this Declaration has been recorded in the Project records of Garfield County, Colorado, Declarant shall deliver a copy of this Declaration as recorded to the Assessor of Garfield County, Colorado.

3.6 Mechanic's Liens.

(a) If any Owner shall cause or permit any material to be furnished to such Owner's Unit or any labor or services to be performed thereon, no Owner of any other Lot or Unit shall be liable for the payment of any expense incurred or for the value of any work done or material furnished. All such work shall be at the expense of the Owner causing it to be done and such Owner shall be solely responsible to contractors, laborers, materialmen and other Persons furnishing labor, services or materials to such Owner's Unit. Nothing herein contained shall authorize any Owner or any Person dealing through, with or under any Owner to charge the Common Elements or any Unit other than that of such Owner with any mechanic's or materialmen's lien or other lien or encumbrance whatsoever. Notice is hereby given that the right and power to charge any lien or encumbrance of any kind against the Common Elements or against any Owner or any Owner's Unit for work done or materials furnished to any other Owner's Unit is hereby expressly denied.

(b) If, because of any act or omission of any Owner, any mechanic's or materialmen's lien or other lien or order for the payment of money shall be filed against any of the Common Elements or against any other Owner's Lot or Unit or against any other Owner or the Association (whether or not such lien or order is valid or enforceable as such), the Owner whose or which act or omission forms the basis for such lien or order shall, at such Owner's own cost and expense, cause such lien or order to be canceled or bonded over in an amount and by a surety company reasonably acceptable to the party or parties affected by such lien or order within twenty (20) days after the filing thereof, and further such Owner shall indemnify and save harmless all such parties affected from and against any and all costs, expenses, claims, losses or damages, including reasonable attorneys' fees resulting therefrom.

3.7 Additions, Alterations or Improvements. No additions, alterations, changes or improvements shall be constructed, made, done or permitted to any Lot or Unit by any Owner, Occupant, or employee or agent thereof, without the prior written approval of the Board of Directors. Without limiting the generality of the foregoing, the restrictions shall apply to and include (i) alteration or change of any structural elements of a Unit, including the roof, (ii) painting or other alteration or change of the exterior of a Unit, including doors and windows, or (iii) addition, alteration, change or removal of any landscaping, parking or hardscape utilized in any landscaping within a Lot. The foregoing restrictions shall not apply to nonstructural additions, alterations, changes or improvements to the interior of a Unit, that are not visible from outside the Unit, and that are in compliance with all applicable laws, ordinances, regulations and codes. Except for alterations to the Lots which have received the prior written approval of the Board of Directors of the Association, no Owner or Occupant shall have any right to alter, change or improve in any way the Lots or any part thereof.

If an Owner applies for approval to modify the exterior of a Unit, the Board of Directors shall exercise its best judgment to the end that all modifications conform to and harmonize with neighboring structures. The Board of Directors shall have the absolute right to deny any requested changes which the Board of Directors reasonably determines do not conform to and harmonize with neighboring structures.

3.8 Maintenance of the Community. All property within the Community, including without limitation the Units, Common Elements and Lots shall be kept and maintained in a clean and attractive condition and in good order, condition and repair.

(a) **Association Maintenance Responsibilities.** The Association shall be responsible for (i) maintaining and repairing the structural elements and roofs of all buildings, (ii) landscaping and maintaining the landscaping on the Lots and the exterior of the Community and the Buildings, (iii) maintaining (including snowplowing), repairing, and altering and improving when necessary or desirable, all Common Elements, including without limitation fire sprinkler systems, landscaping, irrigation and drainage systems, sewer system, storm drainage system, water features, streets, roads, driveways, parking areas, sidewalks, walkways, pathways, and common lighting and utilities, (iv)

maintaining and repairing common utility lines within Units, including the utilities located within the Utility and Fire Suppression Easement, and (v) maintaining, repairing, improving, painting, staining or other resurfacing when necessary of the exterior portions of all Buildings and Units, including the exterior doors, garage doors windows, decks, balconies, porches, planters and patios of the Units located on the Lots. No individual Unit Owner shall have any right to do any of such things without the express prior written consent of the Board of Directors. The Association shall have the sole discretion to determine the time and manner in which the above-described maintenance and improvements shall be performed, as well as the color or type of materials used.

If the need for such maintenance or repair results from the willful or negligent act of or from damage or destruction caused by an Owner or Occupant, the Board of Directors shall have the right to perform such maintenance or repair and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Lot for the costs and expenses incurred by the Association in connection therewith. The costs of maintenance and repair of improvements located on the Lots, other than the Units shall be charged to the Owners of such Lots.

(b) **Owner Maintenance Responsibilities.** Each Owner shall be responsible for maintaining, repairing and improving as necessary all interior elements and features of the Owner's Unit including interior non-supporting walls, ceilings, floors, improvements, fixtures, equipment, appliances and appurtenances, and for replacing broken window panes. Each Owner shall also be responsible for the installation, maintenance, repair and replacement of such Unit’s garage door opener. In addition, each Owner shall be responsible for any damage to other Unit or Common Elements resulting from the Owner's failure to perform or negligent performance of the Owner's maintenance and repair responsibilities as set forth herein. Each Owner shall perform the Owner's maintenance and repair responsibilities in such manner as shall not unreasonably disturb or interfere with other Owners or Occupants.

If an Owner fails to perform any such maintenance or repair obligations within 30 days following receipt of a written notice from the Board of Directors requesting the same, the Board of Directors shall have the right to enter upon the Unit of the Owner to perform such obligations on the Owner's behalf and to levy and collect a Reimbursement Assessment upon the Owner and the Owner's Unit for the costs and expenses incurred by the Association in connection therewith.

(c) **Standard of Care**. The Association and the individual Unit Owners shall each use a reasonable standard of care in performing their respective maintenance, repair and upkeep responsibilities so that the entire Community will reflect a pride of ownership. All repairs and replacements within the Community shall be

substantially similar to the original construction and craftsmanship and shall be of first-class quality.

(d) **Emergency Maintenance and Repair**. Notwithstanding any other provisions of this Section 3.8, in the event of an emergency or the sudden occurrence of unanticipated conditions which threaten the health, safety or physical well-being of persons or property within the Community, the Board of Directors shall have the authority (without any notice being required) to take whatever remedial action and to undertake such maintenance, repairs and improvements as may be necessary anywhere in the Community to protect persons and property.

(e) **Maintenance Easements**. The Association and the Board of Directors and their respective agents, employees and contractors are hereby granted perpetual, nonexclusive easements to enter the Units and upon the Lots as may be necessary or appropriate to perform the maintenance, repair and improvement responsibilities and rights described in this Section 3.8.

3.9 Compliance with Laws. No Owner or Occupant shall do any act or cause or permit anything to be done or kept in its Unit, on its Lot, or any Common Elements which would be in violation of any federal, state, city or other law, ordinance, regulation or code of any governmental body having jurisdiction, or of any rule or regulation promulgated by the Association, or of any provision of this Declaration, or which would result in the increase of, or cancellation of, insurance maintained by the Association.

3.10 Residential Use. Each Unit shall be occupied and used only for single-family residential purposes. No business, professional or other non-residential or commercial use shall be made of any Unit or conducted in any Unit, excepting in-home businesses or occupations which do not involve employees other than Owners, the solicitation or invitation of the general public, or the services of customers, and which activities are conducted entirely within the Unit and do not cause any additional traffic or parking within the Community or otherwise create a nuisance for neighboring Units or the Community.

3.11 Unsightliness. Decks, patios, balconies, porches, and Lots shall not be used for storage of personal property of any kind, and nothing shall be placed on or in windows or doors or otherwise on the exterior of Units which create an unsightly appearance. Sporting equipment (e.g., skis, snowboards, bikes, mountain bikes, kayaks, children's toys, etc.), must be stored completely inside the Unit and shall not be allowed to remain outside except when in actual use. No laundry or wash shall be dried or hung outside anywhere within the Community.

3.12 Association Landscaping & Fencing. All landscaping on the Lots and within the Community shall be the responsibility of the Association, and no Owner or Occupant shall perform any landscaping activities within the Community (including without limitation the planting, grooming or removal of grass, trees, bushes or other vegetation, or the planting or tending of gardens) without the express prior written approval of the Board of Directors. Fences are not allowed

unless permission to install a fence is approved in writing by the Board of Directors prior to installation.

3.13 Right of Entry. During reasonable hours and upon reasonable notice to the Owner or Occupant of a Unit, any member of the Board of Directors, and any authorized representative thereof, shall have the right to enter upon and inspect any Unit, except for any Unit that is in fact occupied (which shall require the permission of the occupant except in the case of emergency, as provided in Section 5.4 below), for the purpose of ascertaining whether or not the provisions of this Declaration have been or are being complied with and such individuals shall not be deemed guilty of trespass by reason of such entry.

3.14 Insurance Risks. No Lot or Unit may be used for any use which would constitute an unusual fire hazard, would result in jeopardizing any insurance maintained on any part of the Community or would result in any increase in the premium for that insurance.

3.15 Nuisance. No Unit, Common Element or Lot may be used for any use (i) constituting a public or private nuisance; (ii) consisting of the manufacture of any product; or (iii) which causes undue odor, noise, vibration or glare, including, without limitation, the use of any equipment or machine. No audio system in a Unit or on a Lot may be operated in a manner that is audible from within any other Unit or Lot.

3.16 Parking.

(a) All vehicles and motorcycles must be parked in the parking Lot located immediately outside of the buildings.

(b) While the Association may have access to parking spaces in a parking lot in the Community or adjacent to the Community, such parking spaces will allow overnight parking without the prior approval from the Board or the Managing Agent. All vehicles parked overnight in any Community parking lot must display a signed placard with the dates such parking is allowed signed by the Managing Agent or a member of the Board. The Association may promulgate additional parking rules as it determines necessary.

(c) It is prohibited to park inoperable vehicles, RV, trailers, vehicles over seven feet in height or over 22 feet in length in any parking space.

3.17 Signs and Exterior Decorations. No signs of any kind shall be displayed to the public view on or from any portion of a Unit or Lot without first obtaining the written approval of the Board. The size, number, design and location of such signs requiring approval shall be approved by the Board. No exterior decorations that are visible for public view from outside the Unit will be allowed without first obtaining the written approval of the Board. American flags and service flags are allowed to the extent provided by Colorado and federal law, however, the Board may adopt reasonable rules and regulations regarding the size and manner of display of flags.

3.18 Overloading. A Unit may not be used for any use beyond the maximum loads the floors of the Project are designed to carry and no apparatus, equipment, fixtures or other property of any nature may be located within the Unit if the same, singularly or in the aggregate, would violate the maximum loads that the structural flooring in the Project is designed to support.

3.19 Animals and Pets. No animals, livestock, insects, rodents, poultry, reptiles, birds or other pets may be kept within the Lots, Units or Common Elements.

3.20 Trash. No trash, ashes, building materials, firewood or other unsightly items should be thrown, dumped or stored on the Project, except as designated by the Association. There shall be no burning or other disposal of refuse out of doors. Each Owner shall use the trash receptacle provided to such Owner for the temporary storage of refuse within the Unit or the Unit's garage. The Association shall arrange for trash pick-up for the entire Community. Trash receptacles may only be placed in designated community trash locations or arranged by the Association for trash removal between the hours of 6 a.m. and 7 p.m.

3.21 Design Guidelines and Construction Rules and Regulations. All Owners and contractors shall comply with the design guidelines and construction-related rules and regulations regulating any construction activities adopted by the Board of Directors. Such regulations may affect, without limitation, the following: trash and debris removal; restoration of damaged property; conduct and behavior of contractors, subcontractors and Owners' representatives on the Project at any time; fire protection; completion and compliance deposit; schedule; inspection(s); and reimbursement to the Association for professional fees related to approval of any construction activities, as deemed reasonably necessary by the Board.

3.22 Antennae. Except for equipment within easements authorized herein below, above, no exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device shall be permitted outside any Unit or on a Lot without first obtaining the written consent of the Board. The Association may install one or more exterior radio, television, microwave or other antenna or antenna dish or signal capture and distribution device for the Community.

3.23 Outside Burning. There shall be no exterior fires, including barbecues, without prior written approval of the Board. No Owner shall permit any condition upon a Unit or Lot which creates a fire hazard or is in violation of fire prevention regulations.

3.24 Leasing. If an Owner leases a Unit, the Owner shall be liable for any violation of the Association Documents committed by the Owner's tenant. The Owner shall have the right to obtain reimbursement from the tenant for any sums paid by the Owner on behalf of the tenant. Any lease of a Unit must be in writing and must state that it is subject to the requirements of the Association Documents. Any lease of a Unit must contain compatible use and activity restrictions as are provided for in the Association Documents.

3.25 Window Coverings; Windows and Glass Doors. The back or window-side of all window coverings consisting of drapes, curtains and blinds must be backed with a dark brown, taupe,

dark-grey or black material. The material must be a solid color, no patterns are permitted. Each Unit shall have interior window coverings at all times. Each Owner shall maintain, repair and replace, at such Owner's sole cost and expense, window coverings in accordance with the Rules and Regulations. No exterior windows or glass doors within the Units may have any reflective or tinted substance placed on them. No unsightly materials may be placed on any window or glass door or be visible through such window or glass door, and all glass doors must be approved by the Board in writing prior to installation.

3.26 Recreational Equipment. No bicycles, tricycles, skateboards, roller blades or other types of wheeled, non-motorized vehicles, skis, ski boots and ski equipment (collectively, the "Equipment") may be left on or placed on any Common Element or on the Lot. All Equipment must be stored within a Unit.

3.27 Barbecue Grills. No grills of any kind may be on balconies or any of the Common Elements. Unit Owners may place propane or gas grills on exterior ground level patios or decks. No charcoal grills are permitted.

3.28 Prohibition on Marijuana. It is prohibited to smoke, sell, grow, or manufacture marijuana, cannabis and/or products derived therefrom for the purposes of medicinal or recreational use in the Community. The provisions of this paragraph shall not ever be amended without the written consent of Declarant and without regard to whether the Declarant owns any portion of the Property at the time of the amendment.

3.29 Use of Limited Common Element Patios. It is prohibited to use patios and/or decks as outside storage. Only appropriate exterior furniture and approved grills may be located thereon.

3.30 Use of Limited Common Element Crawl Space. No Owner shall allow any change to a crawl space unless such change has been approved in writing by the Board prior to such change. The Owners acknowledge that the Utility and Fire Suppression Easement is accessed through the crawl space. No Owner shall allow any obstruction of access to the Utility and Fire Suppression Easement. Crawl spaces may be only used for storage of non-hazardous materials.

3.31 Health, Safety and Welfare, Rules and Regulations. In the event any uses, occupancies, activities, and facilities within the Community are deemed by the Board of Directors to be an unreasonable annoyance or nuisance, or to adversely affect the health, safety or welfare of Owners or Occupants, the Board of Directors may adopt reasonable Rules and Regulations of general application in order to appropriately restrict and regulate such uses, occupancies, activities or facilities within the Community. Such Rules and Regulations shall be consistent with the purposes and provisions of this Declaration.

ARTICLE 4
Declarant's Reserved Rights

4.1 Declarant's Rights. Declarant hereby expressly reserves to itself and its successors and assigns the following described rights, which include development rights and special Declarant

rights, any one or more of which rights may be exercised, in the sole and absolute discretion of Declarant, at any time and from time to time during the period commencing upon the recording of this Declaration in the County and ending on the date of termination of such rights established under Section 4.3 below. It is expressly understood that Declarant shall not be obligated to exercise any one of these reserved rights.

Except as limited by this Article 4, such reserved rights may be exercised upon or in connection with all or any portion of the Community described on attached Exhibit A. Such rights may be exercised with respect to different parcels of the Project at different times, and in connection therewith Declarant hereby states that (i) no assurances are made regarding the boundaries of the different Lots or Units or with respect to the order in which such Lots or Units may be subjected to the exercise of these reserved rights, even if a reference to a phase or phasing appears in a legal description, Plat, P.U.D. Agreement or other agreement relating to the Project, and (ii) if a particular reserved right is exercised in any portion of the Project subject to that reserved right, that reserved right is not required to be exercised in all or any portion of the remainder of that Project.

The reserved rights hereinafter set forth may not be amended, modified, terminated or otherwise altered in any way without the express prior written consent of Declarant. All conveyances of Units and other portions of the Community hereafter made, whether by Declarant or otherwise, shall be deemed and construed to reserve to Declarant and/or to grant to Declarant all of the rights reserved by and to Declarant in this Article 4, even though no specific reference to such rights appears in the conveyancing instruments. Nothing in this Article 4 shall limit or impair any legal rights that Declarant may have independent of these reserved rights, or any other rights granted or reserved to Declarant by other provisions of this Declaration.

The following rights are hereby reserved to Declarant and its successors and assigns:

(a) *Sales, Marketing and Management.* The right to construct, locate or operate, and to maintain upon, and to remove from, any portion of the Community (including Lots or Units) owned by Declarant, and/or the Common Elements, in the discretion of Declarant, and in such number, size and location as may be reasonably required by Declarant in connection with the completion of improvements, the management of the development, and/or the promotion, marketing, sale or rental of Lots or Units, the following:

(i) Sales offices, management offices and/or construction offices, and structures containing or relating to the same. Such offices to the extent they are not situated upon a Lot or in a Unit, are hereby declared to be personal property and shall in any case be removable by Declarant or its successors or assigns promptly upon the Declarant or its successors or assigns ceasing to be a Unit Owner.

(ii) Signs identifying and advertising the Community and the Lots/Units therein, or relating to development or construction thereon.

(iii) Model Units.

(iv) Parking areas and facilities, and lighting, necessary or desirable in the marketing of the Community and the Lots/Units to prospective Owners.

(v) Employees in offices; equipment, vehicles; and marketing and construction materials together with the right to attract, invite or bring prospective purchasers of Lots/Units into the Community at all times.

(b) *Merger.* The right to merge or consolidate the Community with another common interest community of the same form of ownership.

(c) *Declarant Control of Association.* The right to appoint or remove any member of the Board of Directors or officer of the Association, as more specifically set forth in Section 7.6 below, but only for and during the "Period of Declarant Control of Association" as defined in Section 7.6.

(d) *Withdrawal Rights and Procedures.* The right at any time and from time to time to withdraw from the Community any Declarant owned Lots/Units or Common Elements.

Withdrawal shall be accomplished by the recording by Declarant of an amendment to this Declaration and an amendment to the Plat. Upon the recording of such amendments, the withdrawn Lots/Units and/or Common Elements shall no longer be part of the Community or subject to this Declaration in any way.

Each Declarant owned Lot/Unit, and each Declarant owned Common Element, is hereby described and declared to be a separate portion of Project that is subject to this right of withdrawal, and Declarant expressly reserves the right to withdraw one or more Declarant owned Units and/or all or a portion of any Declarant owned Common Element from the Community, and to vacate any platted easements thereon. Once a Lot/Unit has been conveyed to a Unit Owner other than Declarant, that portion of the Project is no longer subject to this right of withdrawal. Likewise, once a Common Element has been conveyed to the Association, that portion of the Project is no longer subject to this right of withdrawal.

The withdrawn property shall be subject to whatever easements, if any, may be essential for access or utility service to, or operation or management or use or enjoyment of, the Community or any part thereof. Similarly, the owner(s) of the withdrawn property shall have whatever easements, if any, are reasonably necessary for access or utility service to or for use or enjoyment of the withdrawn property over and across the Common Elements within the Community. At the time any withdrawal of Project is accomplished, Declarant shall record whatever documents are necessary to establish such reciprocal easements in the Garfield County records.

In the event any real property is withdrawn from the Community as provided herein, the definitions used in this Declaration shall be automatically contracted to encompass and refer to the Community as contracted, e.g., "Community" shall mean the real property described herein minus any real property withdrawn therefrom; similarly, "Common Elements", "Lots", and "Units" shall mean and include those areas as described herein less those so designated on any amendment to a Declaration or Plat relating to any real property which is withdrawn pursuant to this Article 4. References to this Declaration shall mean this Declaration as so amended.

The recording of amendments to the Declaration and Plat which reallocate the allocated Interests in the Community shall automatically:

(i) Vest in each existing Unit Owner the reallocated Allocated Interests appurtenant to the Owner's Lot and Unit; and

(ii) Vest in each existing Mortgagee a perfected security interest in the reallocated Allocated Interests appurtenant to the encumbered Lot or Unit.

(e) *Other Reserved Development Rights.* The right with respect to all or any Declarant owned portion of the Community (including the Units) to (a) create Common Elements; (b) create additional Lots and Units; (c) subdivide Lots and Units as set forth in Section 4.7 above; (d) combine Units; (e) convert Lots or Units or portions of Lots or Units into Common Elements; and (f) convert Common Elements or portions of Common Elements into Lots/Units.

4.2 Transfer of Declarant's Reserved Rights. Any one or more rights created or reserved under this Article 4 for the benefit of Declarant, specifically including without limitation the right to subdivide a Lot, Unit and Common Elements and to record a Reallocation Amendment in connection therewith, may be transferred to any Person by an instrument describing the right or rights transferred and recorded in Garfield County. Such instrument shall be executed by the transferor Declarant and the transferee. The provisions of Section 38-33.3-304 of the Act shall apply to any transfer of Declarant's reserved rights.

4.3 Termination of Declarant's Reserved Rights. With the exception of Declarant's right to appoint or remove Executive Board members and officers of the Association, which is addressed in Section 7.6 below, the rights reserved to Declarant in this Article 4 shall automatically terminate and expire upon the first to occur of (i) the date which is thirty (30) years after the recording of this Declaration, or (ii) Declarant's relinquishment and surrender of such rights by recorded instrument. Declarant may from time to time relinquish and surrender one or more but less than all of the reserved rights, in which event the unrelinquished reserved rights shall remain fully valid and effective for the remainder of the term thereof. The Association may extend the time period for exercise of a development right, or reinstate a lapsed development right, subject to whatever terms, conditions and limitations the Association may impose on the subsequent exercise of the development right. The extension or renewal of a development right and any terms, conditions and limitations shall be included in an amendment

executed by Declarant or the owner of the real estate subject to the development right and the Association.

ARTICLE 5
Easements

5.1 Easements for Incidental Encroachments. If any portion of a Building encroaches upon a Common Element, including any future encroachments arising or resulting from the repair or reconstruction of a Building subsequent to its damage, destruction or condemnation, a valid easement on the surface and for subsurface support below such surface and for the maintenance of same, so long as it stands, shall and does exist for such incidental encroachment. In addition, there is hereby created, granted and reserved to each Owner a non-exclusive easement over, upon and beneath the Common Elements and the Units of other Owners for the horizontal and lateral support of each Owner's Unit.

5.2 Association Utility Easement over Common Elements. There is hereby created, granted and reserved to the Association, its agents, employees, service providers, and assigns a perpetual, non-exclusive easement over, across, upon and under the Common Elements for construction, installation, operation, maintenance, repair, removal and replacement of utilities and utility lines, pipes, wires, circuits, conduits, meters, fire sprinkler systems, facilities and systems for the benefit of the Community or any part thereof, including but not limited to water, sewer, gas, telephone, electricity, cable TV and other common TV and communication systems, if any, together with an easement for access, ingress and egress to accomplish such purposes. The Association or other Person exercising such utility easement rights shall be obligated to restore, reseed, replant and re-landscape the surface of any disturbed area to as close to its original condition as possible, as promptly as possible following completion of any utility work.

5.3 Association Common Utility Easement within Lots and Units. There is hereby created, granted and reserved to the Association, its agents, employees, service provides, and assigns a perpetual, nonexclusive easement along the course of all utility lines (including lines for the master fire sprinkler system in each building) that may exist from time to time within the Lots and Units and that serve more than one Lot or Unit, for the operation, maintenance, repair, removal and replacement of such common utility lines, together with an easement for access, ingress and egress over the Lots and Units to accomplish such purposes. The Association or other Person or entity exercising such utility easement rights shall be obligated to repair any damage occasioned by the exercise of such rights.

5.4 Association Administrative Easement over Common Elements. There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a perpetual, nonexclusive easement over, across, upon and under the Common Elements and a right to use the Common Elements for purposes of enabling the Association to perform its various responsibilities and to exercise its various rights under this Declaration.

5.5 Association Easement Upon Units for Maintenance, Repair and Emergencies. There is hereby created, granted and reserved to the Association, its agents, employees and assigns, a

perpetual, non-exclusive easement and right to enter upon and in all Lots and Units as necessary for the performance of the Association's rights and responsibilities under this Declaration (including the exercise of the Association's common utility easement rights) and for the making of emergency repairs or reconstruction to the Buildings, the Lots, the Units, and/or the Common Elements. For routine maintenance and non-emergency repairs (including routine maintenance and repair of common utility lines within the Lots or Units, including lines for each Building's fire sprinkler system), entry to a Lot or Unit shall be made only on a regular business day during regular business hours, after giving at least one day's notice in writing to the Owner or Occupant. In case of emergency, where there is an imminent threat of damage or injury to person or property, entry shall be made at any time provided that a reasonable effort is made, under the circumstances, to give notice of such intended entry. The Board of Directors is hereby granted the authority to use such reasonable force as may be necessary under the circumstances to gain entry into a Unit in case of an emergency, if no other reasonable means of entry is available. The Association shall be responsible for the cost and expense of repairing all damages to property occurring as a result of such forcible entry, which costs shall be considered Common Expenses, unless the emergency and damage results from the willful act or negligence of an Owner or Occupant, in which event such Owner shall be solely responsible for the costs of repairing/restoring such damage. These costs can be levied, assessed and collected by the Board of Directors as a Reimbursement Assessment pursuant to the provisions of this Declaration.

5.6 Declarant Easement over Common Elements. There is hereby created, granted and reserved to Declarant and its successors and assigns a non-exclusive easement over, across, upon and under all Common Elements (including without limitation all easements benefitting the Association), including a right of access, ingress and egress thereto, and a right to use such Common Elements, and each and every part thereof, for all purposes reasonably related to (a) Declarant's development, improvement, maintenance, management, marketing and sale of the Community and all portions thereof, and/or (b) Declarant's exercise and implementation of the rights reserved to Declarant under this Declaration, and/or (c) the discharge by Declarant of any of its obligations under this Declaration or any other Declarant obligations relating to the Community. Declarant's rights with respect to this easement shall terminate upon the first to occur of(i) the date which is thirty (30) years after the recording of this Declaration, or (ii) Declarant's relinquishment of all or a portion of this easement right by recorded instrument.

5.7 Blanket Emergency Services Easement. There is hereby created, granted and reserved for the use and benefit of all police, sheriff, fire protection, ambulance and other similar emergency agencies or Persons, now or hereafter serving the Community and its Owners and Occupants, a perpetual, non-exclusive blanket Emergency Services Easement over, upon, along and across all properties and areas within the Community, for use in the lawful performance of their duties.

5.8 Utility and Fire Suppression Easement. There is hereby created, granted and reserved to the Association, its agents, employees, service provides, and assigns a perpetual, nonexclusive easement in each crawl space for the installation, removal, maintenance, repair and replacement of utilities, including but not limited to, domestic water, gas, electric, sprinkler and CAT 5 cable, together with an easement for access, ingress and egress over the Lots and Units to accomplish such

purposes. The Association or other Person or entity exercising such utility easement rights shall be obligated to repair any damage occasioned by the exercise of such rights. No Owner shall allow any obstruction of access to this easement.

5.9 Easements Deemed Created. All conveyances of Lots/Units hereafter made, shall be deemed and construed to grant and reserve all of the easements referred to in this Article 5 and elsewhere in this Declaration, even though no specific reference to such easements appears in the conveyancing instruments.

5.10 Recorded Easements and Licenses. In addition to the easements described in this Article 5 and elsewhere in this Declaration, any recorded easements and licenses appurtenant to or included in the Community are made a part hereof by this reference, including, but not limited to those encumbrances listed on attached Exhibit C.

ARTICLE 6
Common Elements

6.1 Use and Enjoyment of Common Elements. Each Owner shall have the nonexclusive right to use and enjoy the Common Elements in common with all other Owners (a) for all purposes for which such Common Elements were established, and (b) as required for purposes of access and ingress to and egress from (and use, occupancy and enjoyment of) any Lot or Unit owned by the Owner or Common Elements available for the Owner's use. This right to use and enjoy the Common Elements shall extend to each Owner, Occupant, and the family members, guests and invitees of each Owner, and shall be appurtenant to each Lot/Unit, subject at all times to the provisions of this Declaration, the Articles and Bylaws, and any Rules and Regulations adopted by the Board of Directors from time to time. No Owner or Occupant shall place any structure or improvement whatsoever upon the Common Elements, nor shall any Owner or Occupant engage in any activity which will temporarily or permanently impair free and unobstructed access to or use of all parts of the Common Element by all Owners and by the Association.

6.2 Association may Regulate Use of Common Elements. The Association, acting through the Board of Directors, shall have the right and authority to regulate the use of the Common Elements by the promulgation, enforcement and interpretation from time to time of such Rules and Regulations relating thereto as the Association considers necessary or appropriate for the protection and preservation of the Common Elements and the enhancement of the use and enjoyment thereof by the Owners and Occupants.

6.3 Association to Maintain and Improve Common Elements. The Association, its agents and employees, shall maintain, snowplow as necessary, and otherwise manage the Common Elements and the exterior Lots, including, but not limited to, any improvements, landscaping, water features, streets, parking areas, sidewalks, walkways, common utilities, and recreational and other facilities located thereon. The Association shall construct, alter and remove such improvements and landscaping upon the Common Elements as the Association in its discretion considers necessary,

desirable or appropriate from time to time, and shall do all such other and further acts which the Board of Directors deems necessary or appropriate to preserve, protect and enhance the Common Elements and the beauty thereof in accordance with the general objectives for the Community reflected in this Declaration.

6.4 Owner Liability for Owner or Occupant Damage to Common Elements. Each Owner shall be liable to the Association for any damage to Common Elements, the Lots, or for any expense, loss or liability suffered or incurred by the Association in connection with the Common Elements or Lots arising from (a) the negligence or willful misconduct of such Owner or of any Occupant, agent, employee, family member, guest or invitee of such Owner, or (b) any violation by such Owner or any Occupant, agent, employee, family member, guest or invitee of such Owner of any law, regulation, or code, including without limitation any environmental law, or of any provisions of this Declaration, or the Rules and Regulations relating to the Common Elements. Each Owner shall indemnify, defend and hold the Association harmless from any loss, damage, expense or liability arising from the circumstances described in subsections (a) or (b) immediately above. The Association shall have the power to levy and collect a Reimbursement Assessment against an Owner to recover the costs, expenses, damages, losses or liabilities incurred by the Association as a consequence of any such negligence, willful misconduct or violations by the Owner or the Owner's Occupant.

6.5 Damage or Destruction to Common Elements. In the event of damage to or destruction of the Common Elements or the Lots, including improvements thereon, by fire or other casualty, the Association shall repair or replace the same in accordance with the provisions of Section 8.2 below. Repair, reconstruction, or replacement of Common Elements shall be accomplished under such contracting and bidding procedures as the Association shall determine are appropriate. If insurance proceeds available to the Association on account of damage or destruction exceed the cost of repair, reconstruction, and replacement, the Association may use the same for future maintenance, repair, improvement, and operation of Common Elements or for any other use deemed appropriate by the Board of Directors. Damage to any personal property within a Lot shall be the responsibility of the Owner(s) of the Lot(s).

6.6 Condemnation of Common Elements. If any Common Element or part thereof or interest therein is taken under exercise of the power of eminent domain or by purchase in lieu thereof, the portion of any award in condemnation or the price payable for the deed in lieu that is attributable to the Common Element taken or purchased shall be paid to the Association. The Association shall have the exclusive right to participate in such condemnation proceedings and to represent the interests of all Owners and Occupants and other Persons therein. Any award or funds received by the Association shall be held by the Association for the purposes stated in Section 6.5 above or as a reserve for future maintenance, repair, reconstruction, or replacement of Common Elements or may be used for improvements or additions to or operation of Common Elements or for such other uses as may be deemed appropriate by the Board of Directors. Except as may otherwise be provided by the Act, no Owner or other Person shall be entitled to participate as a party or otherwise in any condemnation proceedings nor to receive any proceeds therefrom.

6.7 Title to Common Elements upon Dissolution of Association. In the event of dissolution of the Association, the Common Elements shall, to the extent permitted by law and reasonably possible, be conveyed or transferred to an appropriate public, governmental or quasi governmental agency or organization or to a nonprofit corporation, association, trust, or other

organization, to be used, in any such event, for the common benefit of Owners for the purposes for which the Common Elements were held by the Association. If the foregoing is not possible, the Common Elements shall be sold or disposed of and the proceeds from the sale or disposition shall be distributed to Owners in proportion to each Owner's Allocated Interest in the Common Expenses of the Association.

6.8 Mechanic's Liens on Common Elements. Declarant shall be responsible for the release of mechanics' liens filed with respect to Common Elements, or any part thereof, if such liens arise from labor performed or materials furnished at the instance of Declarant, its agents, contractors or subcontractors. Likewise, the Association shall be responsible for the release of mechanic's liens filed with respect to Common Elements, or any part thereof, if such liens arise from labor performed or materials furnished at the instance of the Association, its directors, officers, agents, contractors or subcontractors. No labor performed or materials furnished with respect to a Unit at the instance of the Owner thereof shall be the basis for filing a lien against the Common Elements. No labor performed or materials furnished with respect to a Common Element at the instance of the Board of Directors shall be the basis for filing a lien against any Lot/Unit.

ARTICLE 7
Association

7.1 Association; General Powers. The Association has been formed as a Colorado nonprofit corporation under the Colorado Revised Nonprofit Corporation Act to manage the affairs of the Community. The Association shall serve as the governing body for all of the Owners and Occupants for the protection, improvement, alteration, maintenance, repair, replacement, administration and operation of the Common Elements, the levying and collection of Assessments for Common Expenses and other expenses of the Association, and such other matters as may be provided in this Declaration, the Articles and the Bylaws. The Association shall have all of the powers, authority and duties as may be necessary or appropriate for the management of the business and affairs of the Community, including without limitation all of the powers, authority and duties of a Colorado corporation formed under the Colorado Revised Nonprofit Corporation Act, and all of the powers and duties provided for in the Act. The Association shall have the power to assign its right to future income, including the right to receive Common Expense assessments, but only upon the affirmative vote of the Owners of Units holding at least fifty-one percent (51%) of the votes in the Association. The Association shall not be deemed to be conducting a business of any kind, and all funds received by the Association shall be held and applied by it for the Owners in accordance with the provisions of this Declaration, the Articles and the Bylaws.

7.2 Association Board of Directors. The affairs of the Association shall be managed by a Board of Directors. The number, term, and qualifications of the members of the Board of Directors shall be fixed in the Articles of Incorporation or the Bylaws, except that there shall never be less than three (3) members. A quorum shall be deemed present throughout any meeting of the Board of Directors if persons entitled to cast at least fifty percent (50%) of the votes on the Board of Directors are present at the beginning of the meeting or grant their proxy as provided in Colorado Revised Statutes Section 7-128-205(4). With the exception of matters that may be discussed in executive session, as set forth in Section 38-33.3-308(3-7) of the Act, all regular and special meetings of the Board of Directors or any committee thereof shall be open to attendance by all Members of the Association or their representatives. Without limiting the generality of the foregoing, no rule

or regulation may be validly adopted during an executive session. Agendas for meetings of the Board of Directors shall be made reasonably available for examination by all Members of the Association or their representatives.

The Board of Directors shall have all of the powers, authority and duties granted or delegated to it by the Act, this Declaration, the Articles or Bylaws. Except as provided in the Act, this Declaration, the Articles or Bylaws, the Board of Directors may act in all instances on behalf of the Association. The Association shall have all of the powers, authority and duties permitted under the Act and under the Colorado Revised Nonprofit Corporation Act ("CRNCP"). The Association, acting through the Board, may (without specific authorization in the Declaration):

(a) Adopt and amend any rules and regulations of the Association, policies and procedures required by the Act ("CCIOA Policies"), Design Guidelines and/or Construction Rules;
(b) Adopt and amend Bylaws;
(c) Adopt and amend budgets for revenues, expenditures and reserves and collect Assessments;
(d) Hire and terminate Managing Agent(s) and other employees, agents and independent contractors;
(e) Institute, defend or intervene in litigation or administrative proceedings in its own name on behalf of itself or two or more Owners on matters affecting the Project as provided for herein;
(f) Make contracts and incur liabilities;
(g) Regulate the use, maintenance, repair, replacement and modification of Common Elements, and further lease or license, or permit the use of, by less than all Owners and/or non-Owners, on either a short or long-term basis, and with or without charge as the Board deems fit, any portion of the General Common Elements and/or any Unit owned by the Association;
(h) Cause minor improvements (not exceeding $50,000 for any improvement project) to be made to the Common Elements. If such project cost exceeds the permitted amount the Board must obtain 67% Owner approval;
(i) Grant long or short-term easements, leases, licenses and concessions through or over the Common Elements as provided herein;
(j) Impose and receive any payments, fees or charges for the use, rental or operation of the General Common Elements as provided herein;
(k) Impose charges for late payment of Assessments, recover reasonable attorney fees and other legal costs for collection of Assessments and other actions to enforce the power of the Association, regardless of whether or not suit was initiated, and after notice and opportunity to be heard, levy reasonable fines for violations of the Association Documents;
(l) Impose reasonable charges for the preparation and recordation of amendments to the Declaration or statements of unpaid Assessments;
(m) Provide for the Association's indemnification of its officers and members of the Board, and also to maintain directors' and officers' liability insurance as determined to be appropriate by the Board or the Owners;

(n) Borrow funds to cover Association expenditures and pledge Association assets as security therefor, subjecting Common Elements to a security interest in connection therewith;
(o) Assign, pledge and collateralize its right to future income, including the right to receive Assessments;
(p) Exercise any other powers conferred by the Declaration or the Bylaws;
(q) Exercise all other powers that may be exercised in Colorado by legal entities of the same type as the Association; and
(r) Exercise any other powers necessary and proper for the governance and operation of the Association.

The Board of Directors may not, however, act on behalf of the Association to amend this Declaration, to terminate the Community, or to elect members of the Board of Directors or determine the qualifications, powers and duties, or terms of office of Board of Directors members, but the Board of Directors may fill vacancies in its membership for the unexpired portion of any term. The Board of Directors may, by resolution, delegate portions of its authority to officers of the Association, but such delegation of authority shall not relieve the Board of Directors of the ultimate responsibility for management of the affairs of the Association. No member of the Board of Directors and no officer shall be liable for actions taken or omissions made in the performance of such member's or officer's duties except for wanton and willful acts or omissions.

7.3 Delegation by the Board of Directors.

(a) *Delegation to Managing Agent.* The Association, acting through the Board, may employ or contract for the services of a Managing Agent to act for the Association and the Board and the officers according to the powers and duties delegated to the Managing Agent pursuant to the Bylaws or the resolution of the Board. Neither the Board nor any officer of the Association will be liable for any omission or improper exercise by a Managing Agent of any such duty, power, or function so delegated by written instrument executed by or on behalf of the Board.
(b) *Committees.* The Association, acting through the Board, may delegate any of its rights, duties or responsibilities to any committee or other entity that the Board may choose to form.
(c) *Limitation.* Any delegation by the Board under this Section is subject to compliance with the Act and the Bylaws and the requirement that the Board, when so delegating, will not be relieved of its responsibilities under the Association Documents and the Act.

7.4 Acquiring and Disposing of Personal Property. The Association may acquire, own, and hold for the use and benefit of all Owners tangible and intangible personal property, and may dispose of the same by sale or otherwise, and the beneficial interest in any such property shall be deemed to be owned by the Owners in the same undivided proportion as their respective undivided interests (Allocated Interests) in the Common Elements. Such interests shall not be transferable except with the transfer of a Lot/Unit. A conveyance of a Lot/Unit shall transfer ownership of the

transferor's beneficial interest in such personal property without any reference thereto. Each Owner may use such personal property in accordance with the purposes for which it is intended, without hindering or encroaching upon the lawful rights of other Owners. The transfer of title to a Lot/Unit under foreclosure shall entitle the purchaser to the interest in such personal property associated with the foreclosed Lot/Unit.

7.4 Contracts with Others. The Association may contract with the City of Glenwood Springs or with other homeowners' associations or owners of nearby property in order to provide services required herein or by law for the benefit of Owners and their family members, guests, tenants and invitees. Any resulting costs incurred by the Association shall be a Common Expense. The Association may contract with third parties and/or other homeowners' associations or owners of nearby property in order to gain access to amenities or other arrangements beneficial to Owners and their family members, guests, tenants and invitees.

7.5 Rules and Regulations. The Association may adopt, amend, repeal, and enforce such Rules and Regulations as the Board of Directors may consider necessary, desirable or appropriate from time to time with respect to the interpretation and implementation of this Declaration, the operation of the Association, and the use and enjoyment of the Common Elements. Any such Rules and Regulations shall be effective only upon adoption by resolution at an open meeting of the Board of Directors. Notice of the adoption, amendment, or repeal of any Rule or Regulation shall be given in writing to each Owner, and copies of the currently effective Rules and Regulations shall be made available to each Owner and Occupant upon request and payment of the reasonable expense of copying the same. Each Owner and Occupant shall comply with such Rules and Regulations, and each Owner shall see that Occupants claiming through such Owner comply with such Rules and Regulations. Such Rules and Regulations shall have the same force and effect as if they were set forth in and were part of this Declaration. In the event of conflict between the Rules and Regulations and the provisions of this Declaration, the provisions of this Declaration shall govern. Such Rules and Regulations may establish penalties (including the levying and collection of fines) for the violation of such Rules and Regulations or of any provision of this Declaration, the Articles, or the Bylaws.

7.6 Membership in Association. There shall be one Membership in the Association for each Unit within the Community. The person or persons who constitute the Owner of a Lot/Unit shall automatically be the holder of the Membership appurtenant to that Unit, and shall collectively be the "Member" of the Association with respect to that Lot/Unit, and the Membership appurtenant to that Lot/Unit shall automatically pass with fee simple title to the Lot/Unit. Membership in the Association shall not be assignable separate and apart from fee simple title to a Lot/Unit, and may not otherwise be separated from ownership of a Lot/Unit.

7.7 Voting Rights of Members. Each Lot/Unit in the Community shall be entitled to one (1) vote in the Association. Occupants of Units shall not have voting rights. If title to a Lot/Unit is owned by more than one (1) Person, such Persons shall collectively vote their interest as a single vote. If only one of the multiple Owners of a Lot/Unit is present at an Association meeting, such Owner is entitled to cast the vote allocated to that Lot/Unit. If more than one of the multiple Owners is present, the vote allocated to that Lot/Unit may be cast only in accordance with the agreement of a

majority in interest of the Owners. There is majority agreement if any of the multiple Owners casts the vote allocated to that Lot/Unit without protest being made promptly to the Person presiding over the meeting by any of the other Owners of the Lot/Unit. In the event of a protest being made by one or more multiple Owners, and a majority of the multiple Owners of the Lot/Unit cannot agree on how to cast their vote, any vote cast for that Lot/Unit shall be null and void with regard to the issue being voted upon. Such multiple owners and their Lot/Unit shall nevertheless be counted in determining the presence of a quorum with respect to the issue being voted upon.

A quorum is deemed present throughout any meeting of the Members of the Association if Persons entitled to cast at least fifty percent (50%) of the votes in the Association are present, in Person or by proxy, at the beginning of the meeting.

Provided a quorum of Members entitled to vote is present in Person or by proxy, the affirmative vote of a majority of the Members so present shall constitute approval of any matter voted upon unless a different number is required on a particular matter by the Act, this Declaration, the Articles, or the Bylaws.

The vote allocated to a Lot/Unit may be cast pursuant to a proxy duly executed by an Owner. If a Lot/Unit is owned by more than one Person, each Owner of the Lot/Unit may vote or register protest to the casting of a vote by the other owners of the Lot/Unit through a duly executed proxy. A Lot/Unit Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy shall terminate eleven (11) months after its date, unless a different termination date is otherwise set forth on its face.

The Owners, by a vote of sixty-seven percent (67%) of all Members present and entitled to vote at any meeting of the Owners at which a quorum is present, may remove any member of the Board of Directors with or without cause.

7.8 Period of Declarant Control of Association. Notwithstanding any other provisions hereof, Declarant shall have and hereby reserves the power to appoint and remove, in its sole discretion, the members of the Board of Directors and the officers of the Association during the period commencing upon the recording of this Declaration and terminating no later than the earlier of (a) sixty (60) days after conveyance of seventy-five percent (75%) of the Units that may be created to Unit Owners other than Declarant; or (b) two (2) years after the last conveyance of a Lot/Unit by the Declarant in the ordinary course of business; or (c) two (2) years after any right to add new Lots or Units was last exercised by Declarant.

At any time prior to the termination of the Period of Declarant Control of the Association, the Declarant may voluntarily surrender and relinquish the right to appoint and remove officers and members of the Board of Directors, but in such event Declarant may require, for the duration of the Period of Declarant Control of the Association, that specified actions of the Association or the Board of Directors, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective. As to such actions, Declarant may give its approval or disapproval in its sole discretion and option, and its disapproval shall invalidate any such action by the Board of

Directors or the Association. Not later than the termination of the Period of Declarant Control of the Association, the Owners (including Declarant) shall elect a Board of Directors of at least three members, at least a majority of whom must be Owners other than Declarant or designated representatives of Owners other than Declarant, and the Board of Directors shall elect the officers, with such Board of Directors members and officers to take office upon election. Pursuant to Section 38-33.3-303(9) of the Act, within 60 days after Owners other than Declarant elect a majority of the members of the Board of Directors, Declarant shall deliver to the Association all property of the Owners and of the Association held or controlled by Declarant.

ARTICLE 5
Insurance

8.1 Insurance Requirements. The Association shall obtain, maintain and keep in full force and effect at all times the following types of insurance, and the cost of said coverage shall be paid by the Association as a Common Expense:

(a) *Casualty Insurance*. Property insurance on all Buildings, all fixtures that are part of such Buildings, all Common Elements, and improvements thereon (excepting any such improvements installed by Owners) within the Community. Such insurance shall not include or cover the finished interior surfaces of the walls, floors and ceilings of the Units. Such insurance shall be for broad form covered causes of loss, including casualty, fire, and extended coverage insurance including, if available at reasonable cost, coverage for vandalism and malicious mischief and, if available and if deemed appropriate, coverage for flood, earthquake, and war risk. Such insurance shall, to the extent reasonably obtainable, be for the full insurable replacement cost of the insured property, less applicable deductibles at the time the insurance is purchased and at each renewal date, exclusive of land, excavation, foundations and other items normally excluded from property policies, and shall include such endorsements as the Board of Directors considers appropriate from time to time.

(b) *Liability Insurance*. Comprehensive general liability insurance against claims and liabilities arising in connection with the ownership, existence, use or management of Common Elements within the Community and covering public liability or claims of liability for injury to persons and/or property, and death of any person or persons. Such liability insurance shall, to the extent reasonably obtainable, (a) have limits of not less than Three Million Dollars ($3,000,000.00) per person and Three Million Dollars ($3,000,000.00) per occurrence; (b) insure the Board of Directors, the Association and its officers, and their respective employees, agents and all Persons acting as agents; (c) include the Successor Declarant as an additional insured as its interests may appear; (d) include the Owners as additional insureds, but only for claims and liabilities arising in connection with the ownership, existence, use or management of Common Elements; (e) cover claims of one or more insured parties against other insured parties; and (f) be written on an occurrence basis.

c) *Worker's Compensation*. A Worker's Compensation policy, if necessary, to meet the requirements of law.

d) *Directors and Officers Liability Insurance.* The Association may, in its discretion, carry directors' and officers' liability insurance in such amount as the Board of Directors may deem appropriate.

(e) *Other Insurance.* Such other insurance in such amounts as the Board of Directors shall determine, from time to time, to be appropriate to protect the Association or the Unit Owners, or as may be required by the Act.

(f) *General Provisions Respecting Insurance.* Insurance policies carried pursuant to Sections 8.l(a) and 8.l(b) above shall provide that (i) each Owner is an insured person under the policy with respect to liability arising out of such Owner's interest in the Common Elements or membership in the Association; (ii) the insurer waives its rights of subrogation under the policy against the Association, each Owner, and any Person claiming by, through, or under such Owner or any other director, agent or employee of the foregoing; (c) no act or omission by any Owner, unless acting within the scope of such Owner's authority on behalf of the Association, will void the policy or be a condition to recovery under the policy; and (d) if at the time of a loss under the policy, there is other insurance in the name of an Owner covering the same risk covered by the policy, the Association's policy shall be the primary insurance. An insurer that has issued an insurance policy for the insurance to the Association and, upon request, to any Owner or holder of a security interest to whom a certificate or memorandum of insurance has been issued, at their respective last-known addresses.

Any loss covered by the property insurance policy described in Section 8.1(a) above must be adjusted with the Association, but the insurance proceeds for that loss shall be payable to any insurance trustee designated for that purpose, or otherwise to the Association, and not to any holder of a security interest. The insurance trustee or the Association shall hold any insurance proceeds in trust for the Association, Owners and lienholders as their interests may appear. Subject to the provisions of Section 38.33.3-313(9) of the Act, the proceeds must be disbursed first for the repair or restoration of the damaged property, and the Association Owners, and lienholders are not entitled to receive payments of any portion of the proceeds unless there is a surplus of proceeds after the property has been completely restored or the Community is terminated.

The Association may adopt and establish written nondiscriminatory policies and procedures relating to the submittal of claims, responsibility for deductibles, and any other matters of claims adjustment. To the extent the Association settles claims for damages to real property, it shall have the authority to assess negligent Owners causing such loss or benefitting from such repair or restoration for all deductibles paid by the Association. In the event more than one Lot or Unit is damaged by a loss, the Association in its reasonable discretion may assess each Owner a pro rata share of any deductible paid by the Association. Insurance obtained by the Association shall, to the extent reasonably possible, and provided Declarant reimburses the Association for any additional premium payable on

account thereof, name Declarant as an additional insured and shall contain a waiver of subrogation rights as against Declarant.

Insurance policies and insurance coverage shall be reviewed at least annually by the Board of Directors to ascertain whether coverage under the policies is sufficient in light of the current values of Common Elements and in light of the possible or potential liabilities of the Association and other insured parties.

In no event shall insurance coverage obtained or maintained by the Association obviate the need for Owners and Occupants to obtain insurance for their own benefit.

(g) *Nonliability of Association or Board of Directors.* Notwithstanding the duty of the Association to obtain insurance coverage, as stated herein, neither the Association nor any Board of Directors member, shall be liable to any Owner, Occupant, mortgagee or other Person, if any risks or hazards are not covered by insurance, or if the appropriate insurance is not obtained because such insurance coverage is not reasonably obtainable on the Association's behalf, or if the amount of insurance is not adequate, and it shall be the responsibility of each Owner and Occupant to ascertain the coverage and protection afforded by the Association's insurance and to procure and pay for such additional insurance coverage and protection as the Owner or Occupant may desire.

(h) *Premiums.* Premiums for insurance policies purchased by the Association and other expenses connected with acquiring such insurance shall be paid by the Association as a Common Expense, except that the amount of increase over any annual or other premium occasioned by the use, misuse, occupancy or abandonment of a Lot or Unit or its appurtenances, or Common Elements, by an Owner or Occupant, may at the Board of Directors' election, be assessed against that particular Owner and his Lot/Unit as a Reimbursement Assessment.

(i) *Insurance Claims.* The Association is hereby irrevocably appointed and authorized, subject to the provisions contained herein, to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims, and to do all other acts reasonably necessary to accomplish any of the foregoing. The Board of Directors has full and complete power to act for the Association in this regard, and may, in its discretion, appoint an authorized representative, or enter into an insurance trust agreement, wherein the trustee shall have the authority to negotiate losses under any policy purchased by the Association.

(j) *Benefit.* Except as otherwise provided herein, all insurance policies purchased by the Association shall be for the benefit of, and any proceeds of insurance received by the Association or any insurance trustee shall be held or disposed of in trust for the Association, the Owners, or the Occupants, as their interests may appear.

(k) *Other Insurance to be Carried by Owners.* Insurance coverage on the improvements, furnishings and other items of personal property belonging to an Owner or Occupant or a Lot/Unit, and public liability insurance coverage upon each Lot and Unit shall be the responsibility of the Owner or Occupant of the Lot/Unit.

8.2 Damage to Community. Any portion of the Community for which insurance is required under Section 38-33.3-313 of the Act that is damaged or destroyed must be repaired or replaced promptly by the Association unless: (i) the Community is terminated; (ii) repair or replacement would be illegal under any state or local statute or ordinance governing health or safety; or (iii) sixty-seven percent (67%) of the Unit Owners, including owners of every Lot/Unit that will not be rebuilt, vote not to rebuild.

The cost of repair or replacement in excess of insurance proceeds and reserves is a Common Expense. If the entire Community is not repaired or replaced, the insurance proceeds attributable to the damaged Buildings or Common Elements must be used to restore the damaged property to a condition compatible with the remainder of the Community, and, except to the extent that other Persons will be distributees, the insurance proceeds attributable to Lots/Units and Common Elements that are not rebuilt must be distributed to the Owners of those properties, or to lienholders, as their interests may appear, and the remainder of the proceeds must be distributed to all Owners or lienholders as their interests may appear in proportion to the Common Expense liabilities of all Lots/Units.

In the event of damage to or destruction of all or a portion of the Buildings or Common Elements due to fire or other adversity or disaster, the insurance proceeds, if sufficient to reconstruct or repair the damage, shall be applied by the Association to such reconstruction and repair. If the insurance proceeds with respect to such damage or destruction are insufficient to repair and reconstruct the damage or destruction, the Association may levy a Special Assessment in the aggregate amount of such deficiency, or if any Owner or group of Owners is liable for such damage, may levy a Reimbursement Assessment against the Owner or group of Owners responsible therefor, and shall proceed to make such repairs or reconstruction. Such Assessment shall be due and payable as provided by resolution of the Board of Directors, but not sooner than sixty (60) days after written notice thereof. The Assessment provided for herein shall be a debt of each Owner assessed and a lien on his Lot/Unit, and may be enforced and collected in the same manner as any Assessment Lien provided for in this Declaration. If the entire damaged property is not repaired or replaced, the insurance proceeds attributable to the damaged property must be used to restore the damaged property to a condition compatible with the remainder of the Community. No distributions of insurance proceeds shall be made unless made jointly payable to the Owners and first mortgagees of their respective Lots/Units, if any.

ARTICLE
Limited Liability

Neither the Association nor its past, present or future officers or directors, nor any other employee, agent or committee member of the Association shall be liable to any Owner or

Occupant or to any other Person for actions taken or omissions made except for wanton and willful acts or omissions. Without limiting the generality of the foregoing, the Association and the Board of Directors shall not be liable to any Owner or Occupant or other Person for any action or for any failure to act with respect to any matter if the action taken or failure to act was in good faith and without malice. Acts taken upon the advice of legal counsel, certified public accountants, registered or licensed engineers, architects or surveyors shall conclusively be deemed to be in good faith and without malice. To the extent insurance carried by the Association for such purposes shall not be adequate, the Owners severally agree to indemnify and to defend the Association and the Board of Directors against claims, damages or other liabilities resulting from such good faith action or failure to act.

ARTICLE 10
Assessments

10.1 Assessment Obligation. Declarant, for each Lot/Unit, shall be deemed to covenant and agree, and each Owner, by acceptance of a deed therefor (including a public trustee's or sheriff's deed), whether or not it shall be so expressed in any such deed or other instrument of conveyance, shall be deemed to covenant and agree, to pay to the Association: (1) Regular Assessments or charges, (2) Special Assessments, and (3) Reimbursement Assessments, such assessments to be established and collected as hereinafter provided (collectively the "Assessments"). The Assessments, together with interest, late charges, costs, and reasonable attorneys' fees, shall be a continuing lien and security interest upon the Lot/Unit against which each such Assessment is charged. The obligation for such payments by each Owner to the Association is an independent covenant, with all amounts due from time to time payable in full without notice (except as otherwise expressly provided in this Declaration) or demand, and without set-off or deduction of any kind or nature. Each Owner is liable for Assessments made against such Owner's Lot/Unit during his period of ownership of the Lot/Unit. Each Assessment, together with interest, late charges, costs and reasonable attorneys' fees, shall also be the joint, several and personal obligation of each Person who was an Owner of such Lot/Unit at the time when the Assessment became due. Upon the transfer of title to a Lot/Unit, the transferor and the transferee shall be jointly, severally and personally liable for all unpaid Assessments and other charges due to the Association prior to the date of transfer, and the transferee shall be personally liable for all such Assessments and charges becoming due thereafter.

10.2 Statutory Lien. The Association has a statutory lien pursuant to §38-33.3-316 of the Act on the Unit of an Owner for all Assessments levied against such Lot/Unit or fines imposed against such Lot/Unit's Owner from the time the Assessment or fine becomes due (the "Assessment Lien"). Fees, charges, late charges, attorneys' fees, fines and interest charged by the Association pursuant to the Act or this Declaration are enforceable as Assessments. The amount of the lien shall include all such items from the time such items become due. If an Assessment is payable in installments, the Association has an Assessment Lien for each installment from the time it becomes due, including the due date set by the Board of Directors' acceleration of installment obligations. An Assessment Lien is extinguished unless proceedings to enforce the lien are instituted within six (6) years after the full amount of Assessments becomes due.

10.3 Lien Superior to Homestead and Other Exemptions. An Assessment Lien shall be superior to any homestead exemption now or hereafter provided by the laws of the State of Colorado or any exemption now or hereafter provided by the laws of the United States. The acceptance of a deed subject to this Declaration shall constitute a waiver of the homestead and any other exemption as against the Assessment Lien.

10.4 Priority of Lien. An Assessment Lien is prior to all other liens and encumbrances on a Lot/Unit except as follows:

(a) Liens and encumbrances recorded before the recordation of this Declaration;

(b) A security interest on the Lot/Unit which has priority over all other security interests on the Lot/Unit and which was recorded before the date on which the Assessment sought to be enforced became delinquent. An Assessment Lien is prior to the security interest described in the preceding sentence to the extent of an amount equal to the Regular Assessments (based on a Budget adopted by the Association pursuant to Section 10.7 below) which would have become due, in the absence of any acceleration, during the six (6) months immediately preceding institution by the Association or any party holding a lien senior to any part of the Association lien created under this Article 10 of an action or a nonjudicial foreclosure either to enforce or to extinguish the lien;

(c) Liens for Project taxes and other governmental assessments or charges against the Lot/Unit; and

(d) As may otherwise be set forth in the Act. The priority of mechanics' and materialmen's liens is not affected by the Act.

This Article 10 does not prohibit an action or suit to recover sums for which this Article 10 creates a lien or prohibit the Association from taking a deed in lieu of foreclosure. Sale or transfer of any Lot/Unit shall not affect the lien for an Assessment.

10.5 Perfection of Lien. The recording of this Declaration constitutes record notice and perfection of the statutory lien. No further recordation of any claim of lien for Assessments is required; however, a claim may be recorded at the Association's option, in which event costs and attorneys' fees incurred in connection with the preparation and filing of such claim shall be assessed against the Lot/Unit as a Reimbursement Assessment.

10.6 Regular Assessments.

(a) A Regular Assessment shall be made annually against each Lot/Unit, based upon an annual Budget prepared by the Board of Directors, for purposes of paying (i)

the annual costs of operating and administering the Association and all other Common Expenses, (ii) the costs of services rendered or expenditures incurred by the Association to or for less than all Lots/Units (but not including Common Expenses), which shall be assessed only to the Lots/Units benefitted and then equally among them, (iii) reasonable reserves for contingencies, replacements, and other proper purposes, and (iv) such other matters as may be reasonably determined by the Board of Directors to be the subject of a Regular Assessment;

(b) Regular Assessments shall be allocated in accordance with the Allocated Interests of each Lot/Unit in the Community, except that (i) any Common Expense or portion thereof benefitting fewer than all of the Lots/Units shall be assessed exclusively against the Lots/Units benefitted; and (ii) any Common Expense associated with the maintenance, repair, improvement or replacement of a exterior improvements on Lots shall be assessed only against the Lots/Unit(s) for which those improvements are located. If Common Expense liabilities are reallocated, Common Expense Assessments and any installment thereof not yet due shall be reallocated in accordance with the reallocated Common Expense liabilities.

(c) Regular Assessments shall be levied on a calendar year basis, except that the initial Regular Assessment period shall commence on the first day of the calendar month or quarter in which the first Lot/Unit is conveyed by Declarant to a Person other than Declarant. Regular Assessments shall be paid in installments on a monthly, quarterly or semi-annual basis, as the Board of Directors may determine from time to time, and shall be due either on the first day of each calendar month or on the first day of each calendar year quarter (January 1, April 1, July 1 and October 1), or on the first day of a semi-annual period (e.g. January 1, July 1) as appropriate. Unless and until changed to a monthly or semi-annual system by the Board of Directors, Regular Assessments shall be due and payable on the first day of each calendar quarter. Any Owner acquiring a Lot/Unit between installment due dates shall pay a pro rata share of the immediately preceding installment.

(d) The Board of Directors shall fix the amount of the Regular Assessment, using the Budget procedure described below, at least thirty (30) days before the end of each calendar year. Written notice of the Regular Assessment shall be sent to each Owner. Failure of the Board of Directors timely to fix and levy the Regular Assessments for any year or to send a notice thereof to any Owner shall not relieve or release any Owner from liability for payment of Regular Assessments or any installments thereof for that or subsequent years as soon as the Board of Directors levies the Regular Assessment and provides notice thereof.

(e) The Board of Directors shall also mail to each Owner at least ten (10) days prior to the due date thereof a written notice of the amount of the next quarterly (or monthly or semi-annual, as the case may be) installment of Regular Assessment that is due from such Owner, and the date on which such installment is due

pursuant to subparagraph (d) above. Failure of the Board of Directors to send timely notice to any Owner of an installment of Regular Assessment due shall not relieve or release any Owner from liability for payment of that installment as soon as the Board of Directors in fact provides such notice.

10.7 Association Budget. The Board of Directors shall adopt a Budget which establishes a Regular Assessment for the Owners. Annually, the Board of Directors shall prepare or cause to be prepared an operating budget (the "Budget") for the next calendar year. The Budget shall provide for the allocation of any surplus funds remaining from any previous Budget period in accordance with §38-33.3-314 of the Act. Within thirty (30) days after adoption of any proposed Budget for the Association, the Board of Directors shall mail, by ordinary first-class mail, or otherwise deliver, a summary of the Budget to all the Owners and shall set a date for a meeting of the Owners to consider ratification of the Budget not less than fourteen (14) nor more than sixty (60) days after the mailing or other delivery of the summary. Such meeting may, but need not be, concurrent with the annual meeting of the Members as provided in the Bylaws. Unless at that meeting sixty-seven percent (67%) of all Owners reject the Budget, the Budget shall be ratified, whether or not a quorum of Owners is present. In the event that the proposed Budget is rejected, the Budget last ratified by the Owners shall be continued until such time as the Owners ratify a subsequent Budget proposed by the Board of Directors.

10.8 Special Assessments. In addition to the Regular Assessments and Reimbursement Assessments authorized in this Article 10, the Board of Directors may levy, in any assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair, maintenance, or replacement of capital improvements (including related fixtures and personal property) to or upon or serving the Community, or for excess reconstruction costs or other extraordinary expenses, or for funding any operating deficit of the Association. Except in the event of an emergency, or an excess tort liability, where no membership vote shall be required, the Board of Directors shall not levy a Special Assessment without the approval of the Owners in the Community as provided below.

Written notice of any meeting called for the purpose of levying a Special Assessment shall be sent to all Owners no less than thirty (30) or more than fifty (50) days before the meeting. At the meeting, the presence of Owners in person or by proxy that are entitled to cast fifty percent (50%) of the votes in the Association shall constitute a quorum. If the required quorum is not present, another meeting may be called pursuant to the same notice requirements, and the required quorum at this second meeting shall be only thirty percent (30%) of the votes in the Association. No such second meeting shall be held more than sixty (60) days following the date of the first meeting.

Provided a quorum of Owners entitled to vote is present in person or by proxy, in accordance with the quorum requirements set forth in the preceding paragraph, then the affirmative vote of a majority of the Owners so present shall constitute approval of the proposed Special Assessment.

For purposes of this Section I 0.8, the term "emergency" shall mean any circumstances or set of circumstances which pose an imminent threat of loss, damage or injury, actual or threatened, to persons or property. Special Assessments shall be allocated in the same manner as Regular Assessments, that is, in accordance with the Allocated Interests of each Lot/Unit in the Community, and shall be due and payable to the Association on the due date fixed by the Board of Directors in the notice given to the Owners of such Special Assessment, which due date shall be no earlier than thirty (30) days after the giving of such notice.

10.9 Reimbursement Assessments. In addition to the Regular and Special Assessments authorized hereunder, the Board of Directors may levy against any Owner or Owners, at any time and from time to time, a Reimbursement Assessment for purposes of reimbursing the Association for all costs and expenses incurred by it in enforcing any provision of or in remedying any violation of this Declaration, the Articles and Bylaws, or any Rules and Regulations, by such Owner or Owners, their Occupant(s), or their agents, employees or contractors. Reimbursement Assessments may also be made by the Board of Directors for any other purposes for which this Declaration provides for the levying of a Reimbursement Assessment. Finally, and in addition to the foregoing, a Reimbursement Assessment may also be levied in the form of a reasonable fine against an Owner for a violation of this Declaration, the Articles, Bylaws, or the Rules and Regulations, but only after the Owner(s) to be so fined have been provided with Notice and Hearing. Reimbursement Assessments shall be due and payable to the Association on the due date fixed by the Board of Directors in the notice given to the Owner(s) of such Reimbursement Assessment, which date shall be no earlier than thirty (30) days after the giving of such notice.

10.10 Effect of Nonpayment of Assessments; Remedies of the Association. Any Assessment or portion or installment thereof which is not paid when due (or for which a bad check is issued) shall be deemed delinquent and shall bear interest from and after the due date at the rate of interest set by the Board of Directors from time to time, which shall not be less than twelve percent (12%) nor more than twenty-one percent (21%) per year, and the Board of Directors may also assess a late charge (and/or a bad check charge) thereon. The Board of Directors may also elect to accelerate the installment obligations of any Regular Assessment for which an installment is delinquent. The delinquent Owner shall also be liable for all costs, including attorneys' fees, which may be incurred by the Association in collecting a delinquent Assessment, which collection costs shall be added to the delinquent Assessment. The Board of Directors may, but shall not be required to, record a Notice of Delinquent Assessment or charge against any Lot/Unit as to which an Assessment or charge is delinquent. The Notice shall be executed by an officer of the Board of Directors, and shall set forth the amount of the unpaid Assessment or charge, the name of the delinquent Owner and a description of the Lot/Unit.

The Assessment Lien may be foreclosed by the Association in the same manner as a mortgage on real property. The Association shall be entitled to purchase the Lot/Unit at foreclosure. The Association may also bring an action at law against the Owner personally obligated to pay the delinquent Assessment and/or foreclose the lien against the Owner's Lot/Unit in the discretion of the Association. No Owner may exempt himself or otherwise avoid liability for the Assessments provided for herein by waiver of the use or enjoyment of any Common Elements or by abandonment of the Lot/Unit against which the Assessments are made.

In any action by the Association to collect Assessments or to foreclose a lien for unpaid Assessments, the court may appoint a receiver to collect all sums alleged to be due from the Owner prior to or during the pending of the action. The court may order the receiver to pay any sums held by the receiver to the Association during the pending of the action to the extent of the Association's Regular Assessments.

10.11 Statement of Unpaid Assessments. The Association shall furnish to an Owner or such Owner's designee or to a holder of a security interest or its designee upon written request, delivered personally or by facsimile transmittal or by certified mail, first class postage prepaid, return receipt requested, to the Association, a written statement setting forth the amount of unpaid Assessments currently levied against such Owner's Lot/Unit, whether delinquent or not. The statement shall be furnished within fourteen (14) days after receipt of the request and is binding on the Association, the Board of Directors, and every Owner. If no statement is furnished either delivered personally or by facsimile transmission or by certified mail, first-class postage prepaid, return receipt requested, to the inquiring party, then the Association shall have no right to assert a lien upon the Lot/Unit for unpaid Assessments which were due as of the date of the request.

10.12 Assessments for Tort Liability. In the event of any tort liability against the Association which is not covered completely by insurance, each Owner shall contribute for the payment of such liability as a Special Assessment. The Association may, however, require a larger contribution from fewer than all Owners under any legal or equitable principles regarding liability for negligent or willful acts or omissions.

ARTICLE 11
Eminent Domain

11.1 Definition of Taking. The term "taking", as used in this Article 11, shall mean condemnation by eminent domain or sale under threat of condemnation.

11.2 Representation in Condemnation Proceedings of Common Elements. In the event of a threatened taking of all or any portion of the Common Elements, the Owners hereby appoint the Association through such Persons as the Board of Directors may designate to represent the Association and all of the Owners in connection therewith. The Association shall act in its sole discretion with respect to any awards being made in connection with the taking and shall be entitled to make a voluntary sale to the condemnor in lieu of engaging in a condemnation action. Service of process on the Association shall constitute sufficient notice to all Owners, and service of process on each individual Owner shall not be necessary.

11.3 Award for Common Elements. Any awards received by the Association on account of the taking of Common Elements shall be paid to the Association. The Association may, in its sole discretion, retain any award in the general funds of the Association or distribute all or any portion thereof to the Owners as their interests may appear. The rights of an Owner and the mortgagee of a

Lot/Unit as to any such distribution shall be governed by the provisions of the mortgage encumbering the Lot/Unit.

11.4 Taking of Lots/Units. If a Lot and/or Unit is acquired by eminent domain or part of a Unit is acquired by eminent domain leaving the Unit Owner with a remnant which may not practically or lawfully be used for any purpose permitted by this Declaration, the award must include compensation to the Unit Owner for the acquired Lot and/or Unit and its Allocated Interests. Upon acquisition, unless the decree otherwise provides, that Unit's Allocated Interests are automatically reallocated to the remaining Lots (as appropriate) in proportion to the respective Allocated Interests of those Lots and/or Units before the taking. Any remnant of a Lot and/or Unit remaining after part of a Lot and/or Unit is taken is thereafter a Common Element. Otherwise, if part of a Lot and/or Unit is acquired by eminent domain, the award must compensate the Unit Owner for the reduction in value of the Lot and/or Unit. Upon acquisition, unless the decree otherwise provides:

(a) That Lot/Unit's Allocated Interests are reduced in proportion to the reduction in the size of the Lot and/or Unit; and

(b) The portion of Allocated Interests divested from the partially acquired Lot/Unit is automatically reallocated to that Unit and to the remaining Lots/Units (as appropriate) in proportion to the respective interests of those Units before the taking, with the partially acquired Lot and/or Unit participating in the reallocation on the basis of its reduced Allocated Interests.

11.5 Miscellaneous. The court decree shall be recorded in Garfield County. The reallocations of Allocated Interests pursuant to this Article shall be confirmed by an amendment to the Declaration prepared, executed, and recorded by the Association.

ARTICLE 12

Acknowledgements, Construction Defects, Disputes, Dispute Resolution and Litigation

12.1 Acknowledgements.

(a) *Security*. THE ASSOCIATION SHALL NOT IN ANY WAY BE CONSIDERED AN INSURER OR GUARANTOR OF SECURITY WITHIN THE PROJECT, NOR SHALL THE ASSOCIATION BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE SECURITY, INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, OR ACTS OF THIRD PARTIES. ALL OWNERS, TENANTS, GUESTS, AND INVITEES OF ANY OWNER, AS APPLICABLE, ACKNOWLEDGE THAT THE ASSOCIATION IS NOT AN INSURER AND THAT EACH OWNER, TENANT, GUEST, AND INVITEE ASSUMES ALL RISK OF LOSS OR DAMAGE TO PERSONS, TO UNITS, AND TO THE CONTENTS OF UNITS, AND FURTHER ACKNOWLEDGES THAT THE

ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES, NOR HAS ANY OWNER, TENANT, GUEST, OR INVITEE RELIED UPON ANY REPRESENTATION OR WARRANTY, EXPRESSED OR IMPLIED RELATIVE TO ANY SECURITY MEASURES RECOMMENDED OR UNDERTAKEN.

(b) *No View Easement*. There is no easement or other right, express or implied, for the benefit of the Lot/Unit or any Owner for light, view or air created by this Declaration or as a result of the Owner owning the Lot/Unit.

(c) *Sound Transmission*. Sound and impact noise transmission in a building(s) such as the Project is hard to control, and noises from adjoining or nearby structures and surrounding development and/or mechanical equipment can and will be heard in the Units. The Association is not responsible in any way for sound or impact noise transmission.

(d) *Mold Disclosure*. Molds, mildew, fungi, bacteria and microbiologic organisms (collectively "Molds") are present in soil, air and elsewhere in the environment. Molds can proliferate in various environments including, among others, damp areas such as bathrooms and within walls and partitions. Certain parties have expressed concerns about the possible adverse effects on human health from exposure to Molds. Due to various reasons, including the varying sensitivities of different individuals to various types of Molds and other contaminants, as of the date of this Declaration there currently exist no state or federal standards regarding acceptable levels of exposure to Molds. EACH OWNER ACKNOWLEDGES THAT DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE PAST, CURRENT OR FUTURE PRESENCE OR ABSENCE OF MOLDS IN OR IN THE VICINITY OF ITS LOT/UNIT, ANY COMMON ELEMENT WALL(S) LOCATED WITHIN ITS LOT/UNIT, OR ANY LIMITED COMMON ELEMENT ALLOCATED TO ITS LOT/UNIT OR IN ANY OTHER PORTION OF THE COMMUNITY. The provisions of this paragraph will be binding upon the Owners to the fullest extent permitted by applicable law, as may be in effect from time to time.

(e) *Inspection by Others, Waiver of Post Inspection Liability*. It is hereby expressly understood and agreed by Declarant and by any Owner acquiring a Lot/Unit that Declarant relies upon governmental inspectors and other qualified subcontractors and tradesman to inspect the construction of the Unit and the Common Elements in order to verify compliance with construction plans and with any and all building code requirements applicable to residential construction. Declarant and each Owner further expressly understand and agree that, with respect to the Units and the Common Elements and the Limited Common Elements, upon compliance with the inspections required by the local building department and the issuance of a certificate of occupancy by the responsible government agency, Declarant will be deemed to have used its best efforts to construct such Units and Common Elements in substantial compliance with the construction plans and all applicable building code requirements. EXCEPT AS OTHERWISE MAY BE PROVIDED IN A PURCHASE AND SALE OR OTHER AGREEMENT BETWEEN DECLARANT AND AN OWNER, EACH OWNER, BY ACQUIRING AN OWNERSHIP INTEREST, HEREBY KNOWINGLY AND WILLINGLY

WAIVES AS AGAINST DECLARANT AND ITS AFFILIATES ANY AND ALL DEMANDS, CLAIMS, ACTIONS AND CAUSES OF ACTION, AND ALL LIABILITY, LOSSES, DAMAGES, COSTS OR EXPENSES THAT HAVE BEEN OR MAY BE INCURRED IN ASSOCIATION THEREWITH, INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND EXEMPLARY DAMAGES, WHICH ARISE FROM OR AE RELATED TO ANY NONCOMPLIANCE OF THE LOTS/UNITS OR THE COMMON ELEMENTS WITH CONSTRUCTION PLANS OR BUILDING CODE REQUIREMENTS, WHICH NONCOMPLIANCE IS NEITHER SUBSTANTIAL NOR MATERIAL IN NATURE AND WHICH NONCOMPLIANCE IS DISCOVERED AFTER THE ISSUANCE OF A CERTIFICATE OF OCCUPANCY FOR, RESPECTIVELY, SUCH UNITS OR COMMON ELEMENTS; AND ANY SUCH NONCOMPLIANCE WILL BE DEEMED UNINTENTIONAL WITH RESPECT TO DECLARANT. TO THE EXTENT THAT ANY SUBSTANTIAL OR MATERIAL NONCOMPLIANCE WITH APPLICALBE BUILDING CODES OR WITH THE CONSTRUCTION PLANS IS DISCOVERED WITH REGARD TO ANY UNIT OR THE COMMON ELEMENTS, THE PROVISIONS OF THIS ARTICLE 12 WILL GOVERN SUCH MATTER. THE PROVISIONS OF THIS SECTION 12.1(e) WILL BE BINDING UPON THE OWNERS AND THE ASSOCIATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FROM TIME TO TIME.

12.2 Testing for Construction Defects.

(a) The Association will not undertake or authorize any testing, including, without limitation, investigative testing, destructive testing or invasive testing of any kind for defects in construction of any Unit, Lot or Common Element without first determining, based upon the presence of some readily observable evidence or condition, that a defect may exist. In making such a determination the Board of Directors will rely on the opinions and/or the conclusions of a qualified expert (e.g., a structural engineer); even in the event such evidence or conditions exist, the Association will not be obligated to authorize or undertake such testing.

(b) In determining whether to authorized such testing, the Board of Directors will be governed by the following considerations:
    a. Whether the Association's position is strong enough to justify taking any other or further action;
    b. Whether, although a technical violation may exist or may have occurred, it is of such a material nature as to be objectionable to a reasonable person or to justify expending the Association's resources; and
    c. Whether it is in the Association's best interests, based upon hardship, expense, inconvenience or other reasonable criteria to pursue the matter further.

(c) Notwithstanding the foregoing, under no circumstance with the Association authorize such testing as is contemplated under Section 12.2(a) unless the nature of the suspected defect is such that:
    a. It poses a significant risk to life, health, safety or personal property; and

b. It threatens or affects the structural integrity, functionality or performance of the Property (or a portion thereof) for its intended use.

(d) In the event that the Board of Directors undertakes or authorizes testing for construction defects, then prior to any testing taking place, Declarant and others responsible for the construction will be entitled to notice of the alleged defect, access to the area of the alleged defect and an opportunity to inspect the area and repair any defect that is found to exist. Declarant and others responsible for construction will also be entitled to be present during any testing and may record (via videotape, audio tape, still photographs, or any other recording method) all testing conducted and all alleged defects found.

(e) In the event that testing discloses any defects, Declarant and others responsible for construction will be given a reasonable amount of time, based on the nature and extend of the defect, to repair or correct the condition. If Declarant or others responsible for construction fail to repair or correct the condition, the Board of Directors will have the right, but not the obligation, to proceed with a "Claim" pursuant to this Article. In determining whether to proceed with such a Claim, the Board will be governed by the same standards as set forth in Section 12.7 below.

12.3 Consensus for Condominium Association Litigation. Except as provided in this Section 12.3, the Association will not commence a judicial or administrative proceeding, including, without limitation, any proceeding required under Section 12.6 below, without (a) the approval of the Owners to which as least 67% of the votes in the Association are allocated; and (b) the affirmative vote of Declarant so long as Declarant owns any Lot/Unit. This Section 12.3 will not apply, however, to: (i) actions brought by the Association to enforce the terms of this Declaration, the Bylaws, the Rules, the Design Guidelines or the Construction Guidelines (including, without limitation, the foreclosure of liens); (ii) the imposition and collection of Assessments; (iii) proceedings involving challenges on ad valorem taxation; or (iv) counterclaims brought by the Association in proceedings instituted against it. This Section 12.3 will not be amended unless such amendment is approved by at least 67% of the votes in the Association and pursuant to the same procedures, necessary to institute proceedings, as provided for herein.

Prior to the Association of any Owner's commencing any judicial or administrative proceeding which arises out of an alleged defect of any Common Element, Lot or Unit, Declarant and others responsible for the construction will have the right to be heard by the Owners and to access, inspect, correct the condition of, or redesign any portion of the Common Elements, Lots or Units, including any improvement as to which a defect is alleged. In addition, the Association or the Owner will notify the builder who constructed the subject improvement prior to retaining any other expert as an expert witness or for other litigation purposes.

12.4 Alternative Method for Resolving Disputes. In accordance with and in furtherance of Section 124 of the Act, Declarant; the Association, its officers, directors, and committee members; any Owner; all persons subject to this Declaration; and any person not otherwise subject to this Declaration who agrees to submit to this Section 12.4 (each such entity being referred to as a "Bound Party") agree to encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances or disputes described in Section 12.5 of this Declaration (each, a "Claim"), to the procedures set forth in Section 12.6 of this Declaration.

12.5 Claims. Unless specifically exempted below, all Claims arising out of or related to the interpretation, application or enforcement of this Declaration, or the rights, obligations and duties of any Bound Party under this Declaration or relating to the design or construction of the Units, the Common Elements or the Lots (including, without limitation any soils related issues) will be subject to the provisions of Section 12.6 of this Declaration.

Notwithstanding the above, unless all parties thereto otherwise agree, the following will not be Claims and will not be subject to the provisions of Section 12.6 of this Declaration:

(a) Any suit by the Association against any Bound Party to enforce the provisions of Article 10 (Assessments);
(b) Any suit by the Association or Declarant to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Association's ability to act under and enforce the provisions of Article 3 (General Provisions and Restrictions Applicable to the Community); and
(c) Any suit between or among Owners, to the extent such suit asserts a Claim which would constitute a cause of action independent of this Declaration.

With the consent of all parties thereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 12.6.

12.6 Mandatory Procedures.

(a) *Notice*. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (Claimant and Respondent are hereinafter referred to individually, as a "Party", or collectively as the "Parties") will notify each Respondent in writing (the "Notice"), stating plainly and concisely (i) the nature of the Claim including the persons involved and Respondent's role in the Claim; (ii) the legal basis of the Claim (i.e. the specific authority out of which the Claim arises); (iii) the proposed remedy; and (iv) the fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) *Negotiation and Mediation*.
   a. The Parties will make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board of Directors may appoint a representative to assist the Parties in negotiation.
   b. If the Parties do not resolve the Claim within 30 days after the date of the Notice (or within such other period as may be agreed upon by the Parties)("Termination of Negotiations"), Claimant will have 30 additional days to submit the Claim to mediation under the auspices of an independent mediation service designated by the Parties, or if the Parties cannot agree then as designated jointly by each of the Parties' desired

mediation service, and providing dispute resolution services in the Garfield County, Colorado area.

c. If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant will be deemed to have waived the Claim and Respondent will be released and discharged from any and all liability to Claimant on account of such Claim, *provided, however,* that nothing herein will release or discharge the Respondent from any liability to any person other than Claimant.

d. Any settlement of the Claim through mediation will be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator will issue a notice of termination of the mediation proceedings ("Termination of Mediation"). The Termination of Mediation notice will set forth that the Parties are at an impasse and the date that the mediation was terminated.

e. Within five business days of the Termination of Mediation, Claimant will make a final written settlement demand ("Settlement Demand") to Respondent, and Respondent will make a final written settlement offer ("Settlement Offer") to Claimant. If Claimant fails to make a Settlement Demand, Claimant's original Notice will constitute the Settlement Demand. If Respondent fails to make a Settlement Offer, Respondent will be deemed to have made a "zero" or "take nothing" Settlement Offer.

(c) *Final and Binding Arbitration*.

a. If the Parties do not agree in writing to a settlement of the Claim within 15 days of the Termination of Mediation, Claimant will have 15 additional days to submit the Claim to arbitration. If not timely submitted to arbitration or if Claimant fails to appear for the arbitration proceeding, the Claim will be deemed abandoned, and Respondent will be released and discharged from any and all liability to Claimant arising out of such Claim; *provided, however,* that nothing herein will release or discharge Respondent from any liability to persons other than Claimant.

b. This Section 12.6(c) is an agreement to arbitrate and is specifically enforceable under the applicable arbitration laws of the State of Colorado. The arbitration award (the "Award") will be final and binding with no right to appeal, and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

(d) *Allocation of Costs of Resolving Claims*.

a. Except as provided for below, each Party, including, without limitation, any Owner and the Association, will share equally all charges rendered by the mediator(s) and all filing fees and costs of conducting the arbitration proceeding ("Post Mediation Costs"). Under no circumstances will either Party be entitled to recover its attorneys' fees from the other party (except as specifically provided under Section 123 of the Act). BY ACQUIRING AN OWERSHIP INTEREST AND AS A MEMBER OF THE

ASSOCIATION, EACH OWNER ACKNOWLEDGES AND AGREES THAT SUCH OWNER AND THE ASSOCIATION HAVE WAIVED AND WILL BE DEEMED TO HAVE WAIVED THE RIGHT TO ANY AWARD OF ATTORNEYS' FEES (EXCEPT AS SPECIFICALLY PROVIDED UNDER SECTION 123 OF THE ACT) IN CONNECTION WITH THE ARBITRATION OF A DISUPTE UNDER THIS SECTION 12.6(d).

b. Any Award which is equal to or more favorable to Claimant than Claimant's Settlement Demand will cause Claimant's Post Mediation Costs to be added to the Award, such costs to be borne equally by all Respondents. Any Award which is equal to or less favorable to Claimant than any Respondent's Settlement Offer will award to such Respondent its Post Mediation Costs. With respect to any Award which is less favorable to Claimant than Claimant's Settlement Demand yet more favorable to the Claimant than Respondent's Settlement Offer, each Party will bear its own Post Mediation Costs.

(e) *Limitation on Damages*. No Party, including, without limitation, any Owner and the Association, will be entitled to receive any award of damages in connection with the arbitration of a Claim other than such Party's actual damages, and Declarant, the Association and any Owner will be deemed to have waived the right to receive any damages in a dispute other than actual damages, including, without limitation, attorneys' fees (except as specifically provided under Section 123 of the Act), special damages, consequential damages, and punitive or exemplary damages. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FORM TIME TO TIME, BY ACQUIRING AN OWNERSHIP INTEREST AND AS A MEMBER OF THE ASSOCIATION, EACH OWNER KNOWINGLY AND WILLINGLY ACKNOWLEDGES AND AGREES THAT SUCH OWNER AND THE ASSOCIATION HAVE WAIVED AND WILL BE DEEMED TO HAVE WAIVED, IN CONNECTION WITH THE ARBITRATION OF ANY DISPUTE UNDER SECTION 12.6(c), THE RIGHT TO ANY AWARD OF CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE, INCIDENTIAL, OR OTHER NON-COMPENSATORY DAMAGES OR SIMILAR DAMAGES, INCLUDING ALL DAMAGES FOR EMOTIONAL DISTRESS, WHETHER FORESEEABLE OR UNFORESEEABLE AND REGARDLESS OF WHETHER SUCH DAMGES ARE BASED ON (BUT NOT LIMITED TO) CLAIMS ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY OR CONDITION, BREACH OF CONTRACT, VIOLATION OF BUILDING CODE (LOCAL, STATE OR FEDERAL), CONSTRUCTION DEFECTS (INCLUDING SOILS RELATED ISSUES), MISREPRESENTATION OR NEGLIGENCE OR OTHERWISE.

(f) *Multiple Party Claims*. Multiple Party Claims not consolidated or administered as a class action pursuant to the following sentence will be subject to, and will be arbitrated individually. Only with the written request of all Parties involved, but not otherwise, the arbitrator may: (i) consolidate in a single arbitration proceeding any multiple Party Claims that are substantially identicial; and (ii) arbitrate

multiple Claims as a class action in accordance with the rules and procedures adopted by Construction Arbitration Services, Inc.

(g) *Enforcement of Resolution*. If the Parties agree to a resolution of any Claim through negotiation or mediation in accordance with Section 12.6(b) above and any Party thereafter fails to abide by the terms of such agreement, or if any Party fails to comply with an Award, then any other Party may file suit or initiate administrative proceedings to enforce such agreement or Award without the need to again comply with the procedures set forth in this Section 12.6. In such event, the Party taking action to enforce (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement or Award, including, without limitation, attorneys' fees and court costs to the extent specifically provided under Section 123 of the Act.

12.7 Legal Proceedings. Subject to the provisions of Sections 12.2 through 12.6 of this Declaration, the Association will have the right, but not the obligation, to institute legal proceedings to enforce all rights under this Declaration, the Bylaws, the Rules, Design Guidelines and Construction Rules. The decisions to institute legal proceedings by seeking the approval of the Owners to which at least 67% of the votes in the Association are allocated, pursuant Exhibit B of this Declaration, will be in the sole discretion of the Board of Directors and will be governed by the considerations detailed in Section 12.3, if applicable. Failure to commence such legal proceedings will not constitute a waiver of any such rights. ANY LIMITATIONS ON DAMAGES AND ALL WAIVERS OF LIABILTY AND RIGHTS TO AWARDS OF DAMAGES SET FORTH IN ANY SECTION OF THIS DECLARATION WITH RESPECT TO OWNERS, INCLUDING, WITHOUT LIMITATION, SECTIONS 12.6(c), 12.6(e) AND 12.6(f), WILL APPLY WITH EQUAL FORCE AND EFFECT WITH RESPECT TO THE ASSOCIATION IN ANY LEGAL PROCEEDINGS INSTITUTED BY THE ASSOCIATION UNDER THIS SECTION 12.7. THE PROVISIONS OF SECTIONS 12.2 THROUGH 12.7 WILL BE BINDING UPON THE OWNERS AND THE ASSOCIATION TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, AS MAY BE IN EFFECT FROM TIME TO TIME.

12.8. Enforcement of Declaration, Bylaws and Rules.

(a) *Sanctions and Self-Help*. Except as otherwise provided in this Declaration, after notice and an opportunity to be heard as provided in the Bylaws, the Rules or the CCIOA Policies, the Association, acting through the Board of Directors or any authorized agent may: (i) impose sanctions (including, without limitation, reasonable monetary fines and suspension of the Owner's right to vote in Association matters) for violations of the Governing Documents (ii) exercise self-help to cure any violations of the Governing Documents that an Owner or permittee fails or refuses to cure; and (iii) suspend any services it provides to any Owner who is more than 15 days delinquent in paying any Assessment or other charge due to the Association. All of the remedies set forth in the Governing Documents will be cumulative of each other and any other remedies available at law or in equity. If the Association prevails in any action to enforce the provisions of the Governing Documents, it will be entitled to recover all costs, including, without limitation attorneys' fees and court costs to the extent specifically provided under Section 123 of the Act, reasonably incurred by it in such action.

(b) *No Waiver*. In no event will the Association's failure to enforce any covenant, restriction or rule provided for in the Governing Documents constitute a waiver of the Association's right to later enforce such provision or any other covenant of the Association's right to later enforce such provision or any other covenant, restriction or rule.

12.9 Procedures for Addressing Disputes arising Between the Association and Owners. The provisions of this Article 12 contain the Association's responsible governance policy regarding the procedures for addressing disputes arising between the Association and Owners as required under Section 209.5(1)(VIII) of the Act.

ARTICLE 13
General Provisions

13.1 Duration of Declaration. The term of this Declaration shall be perpetual.

13.2 Termination of Community. The Community may be terminated only by the agreement of (i) Owners holding at least eighty percent (80%) of the votes in the Association, and (ii) the holders of all first mortgages on Lots/Units. In the event of such termination, the provisions of Section 38-33.3-218 of the Act shall apply.

13.3 Amendment of Declaration and Plat. This Declaration and the Plat may be amended pursuant to Section 38-33.3-217 of the Act. Under the Act, the Declaration (including the Plat) may be amended by the Declarant in certain defined circumstances, including without limitation when Declarant is exercising reserved rights under Article 4 hereof, and for purposes of correcting clerical, typographical or technical errors. The Act also provides that the Declaration may be amended by the Association in certain defined circumstances. Otherwise, and subject always to any provisions of this Declaration requiring the consent of Declarant to certain actions, this Declaration (including the Plat) may be amended only by the vote or agreement of Owners holding at least sixty-seven percent (67%) of the votes in the Association. Furthermore, Section 38-33.3-217(4) of the Act provides that except to the extent expressly permitted or required by other provisions of the Act (e.g., permitted Declarant and Association amendments), no amendment may (i) increase the number of Lots/Units, or (ii) change the boundaries of any Lot/Unit or the Allocated Interests of a Lot/Unit in the absence of a vote or agreement of Owners holding at least sixty-seven percent (67%) of the votes in the Association, including sixty-seven percent (67%) of the votes allocated to Lots/Units not owned by Declarant. No consent of any mortgage or trust deed holder shall be required to accomplish any such amendments.

An amendment to this Declaration shall be in the form of a "First (or Second, etc.) Amendment to Declaration and Plat" and shall be duly executed by the President and Secretary of the Association and recorded in the Office of the Clerk and Recorder of Garfield County. All amendments to this Declaration shall be indexed in the Grantee's index in the names of the Community and the Association, and in the Grantor's index in the name of each Person executing the amendment.

13.4 Compliance; Enforcement. Every Owner and Occupant of a Lot/Unit in the Community shall fully and faithfully observe, abide by, comply with and perform all of the

covenants, conditions and restrictions set forth in this Declaration, the Articles, Bylaws and Rules and Regulations, and all approvals granted by the Board of Directors, as the same or any of them may be amended from time to time. In addition to any other rights or remedies that may be provided to any Person under the terms and provisions of this Declaration, the Association through its Board of Directors, and every Owner (except an Owner that is delinquent in the payment of Assessments hereunder), shall have the right, acting alone or together with others having such right, to enforce, by any proceeding at law or in equity, any or all of the covenants, conditions, restrictions, assessments, charges, liens, servitudes, easements and other provisions now or hereafter imposed by this Declaration, the Articles, Bylaws, Rules and Regulations, and approvals granted by the Board of Directors. Such enforcement rights shall include without limitation the right to bring an injunctive action for any form of injunctive relief available under Colorado law (including specific performance), or an action for damages, or both. Injunctive relief may include, without limitation, orders to stop work, orders to remove improvements constructed in violation hereof, orders to compel performance, and any other orders appropriate under the circumstances.

The Board of Directors shall have the further right (a) to levy and collect reasonable fines for the violation of any of the foregoing matters, (b) to levy and collect a Reimbursement Assessment against any Owner, and/or (c) to enter upon any Lot/Unit within the Community, after giving the Unit Owner or Occupant at least five (5) days written notice of the nature of the violation (unless an emergency exists, in which case without notice), without liability to the Owner or Occupant thereof, to enforce or cause compliance with such matters, at the cost and expense of the Owner or Occupant in violation.

In any action brought under this Section 13.4, the prevailing party shall be entitled to an award of its reasonable attorneys' fees and costs incurred in connection therewith. Failure by any party entitled to do so to exercise in a particular instance any of the rights available to it under this Section 13.4 shall in no event be deemed a waiver of the right to do so in any other instance.

Provided always, that no Owner shall have the right to bring an enforcement action against another Owner or Occupant for a breach by that Owner or Occupant of any of such matters, or against the Association for a breach by the Association of any of such matters or for a failure by the Association to enforce compliance with such matters by others, until the aggrieved Owner has given the offending Owner or Occupant and the Association at least thirty (30) days prior written notice of the aggrieved Owner's complaint and the opportunity to resolve the problem during that thirty (30) day period.

And further provided, that notwithstanding any law to the contrary, no action shall be commenced or maintained to enforce the terms of any building restriction contained in the provisions of this Declaration, the Bylaws, the Articles of Incorporation, or the Rules and Regulations, or to compel the removal of any Building or improvement because of the violation of the terms of any such building restriction, unless the action is commenced within one year from the date from which the Person commencing the action knew or in the exercise of

reasonable diligence should have known of the violation for which the action is sought to be brought or maintained.

13.5 Notice. Each Owner, and each first mortgagee if it so elects, shall register its mailing address and email address from time to time with the Association. Except as otherwise specifically provided in this Declaration, any notice permitted or required to be given hereunder shall be in writing and may be delivered either personally, by facsimile transmission, by mail or by email. Notices delivered personally or sent by facsimile transmission shall be deemed given on the date so delivered or sent. If delivery is made by mail, it shall be deemed to have been delivered two (2) business days after a copy of the same has been posted in the first-class U.S. Mail with adequate postage affixed, addressed to the receiving party at the address last registered by such party with the Association, or in the case of an Owner that has not provided such an address, to the Unit of that Owner. Notices to the Association shall be sent to such address as it may from time to time designate in writing to each Owner.

13.6 No Dedication to Public Use. Nothing contained in this Declaration shall be deemed to be or to constitute a dedication of all or any part of the Community to the public or to any public use.

13.7 Interpretation of Declaration. The provisions of this Declaration shall be liberally construed to effectuate its purposes of creating a common and general plan for the development, improvement, enhancement, protection and enjoyment of the Community, and to the extent possible, shall be construed so as to be consistent with the Act. In the event that any of the terms and conditions of this Declaration are determined to be inconsistent with the Act, the Act shall control.

13.8 Conflicts between Documents.

(a) In the event of any conflict or inconsistency between the provisions of this Declaration and the Plat, the provisions of the Plat shall govern and control and the Declaration shall automatically be amended, but only to the extent necessary to conform the conflicting provisions hereof with the provisions of the Plat.
(b) In the event of any conflict or inconsistency between this Declaration and the Articles and Bylaws of the Association, this Declaration shall control. In the event of any conflict or inconsistency between the Articles and the Bylaws of the Association, the Articles shall control.

13.9 Declarant's Disclaimer of Representations and Warranties. No representations or warranties of any kind, express or implied, have been given or made by Declarant or its agents or employees in connection with the Community or any portion thereof or any improvements thereon, its or their physical condition, zoning, utilities, or in connection with the subdivision, sale, improvement, operation, maintenance, cost of maintenance, taxes or regulation thereof, unless and except as shall be specifically set forth in writing herein, in any purchase and sale agreement executed by Declarant, or in any closing document related thereto.

13.11 Captions. Captions given to various Articles and Sections herein are for convenience only and are not intended to modify or affect the meaning of any of the substantive provisions hereof and shall not be considered in interpreting any of the provisions hereof.

13.12 Singular Includes Plural. Unless the context requires a contrary construction, as employed in this Declaration the singular shall include the plural and the plural the singular; and the masculine, feminine or neuter shall each include the masculine, feminine and neuter.

13.13 Remedies Cumulative. Each remedy provided under this Declaration is cumulative and not exclusive.

13.14 Governing Law; Jurisdiction. The laws of the State of Colorado shall govern the interpretation, validity, performance, and enforcement of this Declaration. Any legal action brought in connection with this Declaration shall be commenced in the District Court for Garfield County, Colorado, and by acceptance of a deed to a Unit each Unit Owner voluntarily submits to the jurisdiction of such court.

13.15 Severability. Any determination by any court of competent jurisdiction that any provision of this Declaration is invalid or unenforceable shall not affect the validity or enforceability of any of the other provisions hereof. Where any provision of this Declaration is alleged to be or declared by a court of competent jurisdiction to be unconscionable, Successor Declarant shall have the right by amendment to this Declaration to replace such provision with a new provision, as similar thereto as practicable but which in Declarant's reasonable opinion would be considered not to be unconscionable.

13.16 Association as Attorney-in-Fact. Except as otherwise provided herein, this Declaration does hereby make mandatory the irrevocable appointment of an attorney-in-fact to deal with the Property and the Project in the event of its destruction, damage, obsolescence, or condemnation, including the repair, replacement and improvement of anyLots/Units, Common Elements or other portions thereof which may have been destroyed, damaged, condemned, or become obsolete. Title to any Lot/Unit is declared and expressly made subject to the terms and conditions hereof, and acceptance by any grantee of a deed or other instrument of conveyance from the declarant or from any Owner or grantor shall constitute appointment of the attorney-in-fact herein provided. All of the Owners irrevocably constitute and appoint the Association as their true and lawful attorney in their name, place and stead, for the purpose of dealing with the Community and Property upon its damage, destruction, obsolescence, or condemnation as is hereinafter provided. As attorney-in-fact, the Association, by its president and secretary or its other duly authorized officers and agents, shall have full and complete authorization, right and power to make, execute and deliver any contract, deed, or other instrument with respect to the interest of an Owner which is necessary and appropriate to exercise the powers herein granted.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

DECLARANT

Coal Seam, LLC, a Colorado limited liability company

By:_____
Print Name:_____
Its:_____

STATE OF COLORADO)
)ss
County of Garfield)

Acknowledged, subscribed and sworn to me before me this ____ day of _____, 2025 by _____, as _____ of Coal Seam, LLC, a Colorado limited liability company, Declarant.

WITNESS my hand and official seal.

My Commission expires:_____.

_____
Notary Public

EXHIBIT A
Legal Description

RIIVER BEND P.U.D. ACCORDING TO THE PLAT RECORDED JUNE 24, 1999 UNDER RECEPTION NO. 547815

LESS AND EXCEPT TRACT I, LOTS 67 TROUGH 91, AND MORGAN STREET, CULVER CIRCLE, WINTERS LANE, AND THE EASTERLY PORTION OF CRAWFORD WAY, COAL SEAM GLEN, P.U.D., GARFIELD COUNTY, COLORADO AS SHOWN ON THE SUBDIVISION PLAT OF COAL SEAM GLEN P.U.D., FILING ONE RECORDED JUNE 24, 1999 AS RECEPTION NO. 547815, AND

LESS AND EXCEPT LOTS ____ THROUGH ____, LOT 1, TRACTS ____ AND ____, PART OF RIVER BEND, SHEPHERD'S LANE AND STOCTON ROAD, RIVER BEND P.U.D., GARFIELD COUNTY, COLORADO, AS SHOWN ON THE SUBDIVISION PLAT OF RIVER BEND, P.U.D., FILING TWO, RECORDED DATE: _____, AS RECEPTION NO. _____.

LESS AND EXCEPT LOT 98 TRACT A-1 AND TRACT E, AS SHOWN ON THE SUBDIVISION PLAT OF COAL SEAM GLEN, P.U.D., FILING THREE RECORDED MAY 6, 2002, AS RECEPTION NO. 602820.
COUNTY OF
GARFIELD STATE
OF COLORADO

ALSO DESCRIBED AS:

PARCEL 1:

BEGINNING AT A POINT WHICH IS THE NORTHWESTERLY CORNER OF PARCEL A, SITUATED IN THE NE 1/4 OF THE NW
¼ OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE 6TH PRINCIPAL MERIDIAN, WHENCE THE NORTHERLY CORNER OF SAID COAL SEAM GLEN P.U.D. BEARS N 46 DEGREES 46’52” E, 350.02 FEET AND THE WITNESS CORNER TO THE N ¼ CORNER TO SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, SIXTH PRINCIPAL MERIDIAN, BEARS N 70 DEGREES 34’42 E, 338.29;

16. THENCE S 59 DEGREES 54’00” E, 82.33 FEET;
17. THENCE S 30 DEGREES 06;00” W, 409.00 FEET;
18. THENCE S 59 DEGREES 54’00” E, 74.00 FEET;
19. THENCE S 30 DEGREES 06’00” W, 3.00 FEET;
20. THENCE S 59 DEGREES 54’00” E, 257.00 FEET;
21. THENCE S 30 DEGREES 06’00” W, 179.00 FEET;
22. THENCE S 75 DEGREES 06’00” W, 40.02 FEET;
23. THENCE S 30 DEGREES 06’00” W, 58.70 FEET;
24. THENCE N 59 DEGREES 54’00” W, 33.00 FEET;
25. THENCE S 30 DEGREES 06’00” W, 50.00 FEET;
26. THENCE S 59 DEGREES 54’00: E, 61.30 FEET;
27. THENCE S 30 DEGREES 06’00” W, 214.01 FEET
28. THENCE N 59 DEGREES 53’57” W, 602.71 FEET;
29. THENCE N 67 DEGREES 23’29” W, 97.55 FEET;
30. THENCE N 46 DEGREES 46’52” E, 996.68 FEET TO THE POINT OF BEGINNING;

PARCEL 2:

BEGINNING AT A POINT WHICH IS THE NORTHWESTERLY CORNER OF PARCEL B, SITUATED IN THE NE1/4 OF THE NW 1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, WHENCE THE NORTHERLY CORNER OF SAID COAL SEAM GLEN P.U.D. BEARS N 17 DEGREES 16'35" W, 589.63 FEET AND THE WITNESS CORNER TO THE
N 1/4 CORNER TO SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, SIXTH PRINCIPAL MERIDIAN, BEARS N 14 DEGREES 18'23" W, 449.78 FEET;

31. THENCE S 59 DEGREES 54'00" E, 103.45 FEET;
32. THENCE S 01 DEGREES 22'11" W, 135.47 FEET;
33. THENCE N 88 DEGREES 37'49" W, 88.50 FEET;
34. THENCE S 01 DEGREES 22'11" W, 120.00 FEET;
35. THENCE S 56 DEGREES 54'45" W, 45.89 FEET;
36. THENCE NORTHWESTERLY 19.66 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT WITH A RADIUS OF

42.00 FEET, A DELTA OF 26 DEGREES 49'00", AND A CHORD BEARING N 46 DEGREES 29'00" W, 19.48 FEET;
7. THENCE N 59 DEGREES 54'00" W, 109.00 FEET;
8. THENCE N 30 DEGREES 06'00" E, 303.00 FEET TO THE

POINT OF BEGINNING

PARCEL 3:

BEGINNING AT A POINT WHICH IS THE NORTHWESTERLY CORNER OF PARCEL C, SITUATED IN THE NE1/4 OF THE NW1/4 OF SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, OF THE SIXTH PRINCIPAL MERIDIAN, WHENCE THE NORTHERLY CORNER OF SAID COAL SEAM GLEN P.U.D. BEARS N 08 DEGREES 35'21" W, 926.64 FEET AND THE WITNESS CORNER TO THE
N1/4 CORNER TO SECTION 27, TOWNSHIP 6 SOUTH, RANGE 89 WEST, SIXTH PRINCIPAL MERIDIAN, BEARS N 05 DEGREES 23'18" W, 792.55 FEET;
16. THENCE S 59 DEGREES 54'00" E, 110.02 FEET;
17. THENCE S 01 DEGREES 22'11" W, 343.32 FEET;
18. THENCE N 80 DEGREES 54'48" W, 184.84 FEET;
19. THENCE S 32 DEGREES 46'00" W, 14.19 FEET;
20. THENCE N 59 DEGREES 54'00" W, 96.22 FEET;
21. THENCE N 30 DEGREES 06'00" E, 360.50 FEET;
22. THENCE NORTHEASTERLY 21.99 FEET ALONG THE ARC OF A CIRCULAR CURVE TO THE LEFT WITH A RADIUS OF
42.00 FEET, A DELTA OF 30 DEGREES 00'00", AND A CHORD BEARING N 15 DEGREES 06'00" E, 21.74 FEET TO THE POINT OF BEGINNING.
COUNTY OF
GARFIELD STATE
OF COLORADO

EXCEPT FOR LOTS PARTIALLY RELEASED BY INSTRUMENTS RECORDED

JUNE 24, 2005, RECEPTION NO. 676868
JULY 22, 2005, RECEPTION NO. 678704
JULY 22, 2005, RECEPTION NO. 678705
AUGUST 19, 2005, RECEPTION NO. 680543
OCTOBER 7, 2005, RECEPTION NO. 683889
OCTOBER 25, 2005, RECEPTION NO. 685003
DECEMBER 29, 2005, RECEPTION NO. 689293
DECEMBER 29, 2005, RECEPTION NO. 689294
JANUARY 12, 2006, RECEPTION NO. 690382
FEBRUARY 17, 2006, RECEPTION NO. 692481
FEBRUARY 17, 2006, RECEPTION NO. 692482
JUNE 23, 2006, RECEPTION NO. 700675
AUGUST 4, 2006, RECEPTION NO. 703695
SEPTEMBER 5, 2006, RECEPTION NO. 706011
DECEMBER 7, 2006, RECEPTION NO. 712633 AND
RELEASE RECORDED MARCH 25, 2011 AT RECEPTION NO.800527,

Now known and described as follows:

Lot 1 and Lot 2, ***Section: 2 Township: 6 Range: 91 Subdivision: RIVERSIDE PARK SUBDIVISION Lot: 1 5.84 ACRES***
known as: ***7051 County Road 335, New Castle, CO 81647***
according to the Plat thereof recorded February 15, 2006, at Reception No. 548663,
Riverside Park P.U.D. County of Garfield, '
State of Colorado

Exhibit B
Allocated Interests and Votes for Each Unit

Lot/Unit Number	Percentage Share	Votes
1A	38%	1
2 B	10%	1
3 B	10%	1
4 B	10%	1
5 B	10%	1
1C	10%	1
2C	1%	1
3C	1%	1
4C	1%	1
5C	1%	1
6C	1%	1
7C	1%	1
8C	1%	1
9C	1%	1
10C	1%	1
11C	1%	1

Total: 16 Units 100.00

EXHIBIT C

Other Recorded Easements and Licenses Affecting the Community

1. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 10, 1892, IN BOOK 12 AT PAGE 148 AND RECORDED JULY 29, 1895 IN BOOK 12 AT PAGE 375

2. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MAY 10, 1892, IN BOOK 12 AT PAGE 148 AND RECORDED JULY 29, 1895 IN BOOK 12 AT PAGE 375

3. EASEMENT AND RIGHTS OF WAY FOR WATER PIPELINES AND TANK GRANGED IN INSTRUMENT RECORDED DECEMBER 9, 1907 IN BOOK 67 AT PAGE 523.

4. AN EASEMENT FOR TELEPHONE FACLIITIES AND INCIDENITAL PURPOSES GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, AS SET FORTH IN INSTURMENT RECORDED APRIL 28, 1972 IN BOOK 430 AT PAGE 140.

5. AN EASEMENT FOR UTILITIES AND INCIDENTIAL PURPOSES GRANTED TO ROCKY MOUNTAIN NATURAL GAS, AS SET FORTH IN THE INSTRUMENT RECORDED OCTOBER 11, 1988 IN BOOK 742 AT PAGE 488.

6. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE AVIATION AND HAZARD EASEMENT RECORDED JUNE 24, 1999 IN BOOK 1136 AT PAGE 848.

7. EASEMENTS, NOTES, COVENANTS, RESTRICTIONS AND RIGHTS OF WAY AS SHOWN ON THE PLAT OF COAL SEAM GLEN P.U.D. AND SUBDIVISION PLAT OF COAL SEAM GLEN P.U.D., FILING ONE, RECORDED JUNE 24, 1999 AT RECEPTION NO. 547815. PLAT OF COAL SEAM GLEN P.U.D. FILING TWO RECORDED APRIL 6, 2001 AT RECEPTION NO. 578837. COAL SEAM GLEN P.U.D. FILING THREE RECORDED MAY 6, 2002 AT RECEPTIOPN NO. 602820. COAL SEAM GLEN P.U.D. FILING SIX RECORDED AUGUST 3, 2004 AT RECEPTION NO. 657173. COAL SEAM GLEN P.U.D. SEVEN RECORDED SEPTEMBER 2, 2005 AT RECEPTION NO. 681591. COAL SEAM GLEN P.U.D. FILING SEVEN AMENDED RECORDED SEPTEMBER 18, 2006 AT RECEPTION NO. 707092. COAL SEAM GLEN P.U.D. FILING SEVEN 3RD AMENDMENT RECORDED MARCH 14, 2007 AT RECEPTION NO. 718972.

8. TERMS, CONDITIONS PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED JUNE 24, 1999 AT RECEPTION NO. 547817. AMENDMENTS THERETO RECORDED APRIL 6, 2001 AT RECEPTION NO. 578838, DECEMBER 4, 2003 AT RECEPTION NO. 642296,

APRIL 20, 2004 AT RECEPTION NO. 650500, AUGUST 3, 2004 AT RECEPTION NO. 657172 AND SEPTEMBER 2, 2005 AT RECEPTION NO. 681592.

9. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AS SET FORTH IN THE AGREEMENT FOR ASSIGNMENT OF RIGHTS AND ASSUMPTIONS OF OBLIGATIONS FOR RIVER BEND P.U.D. RECORDED APRIL 20, 2004 AT RECEPTION NO. 650499.

10. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND AGREEMENTS AS SET FORTH IN THE WATER FACILITIES EASEMENT AGREEMENT RECORDED AUGUST 24, 1999 AT RECEPTION NO. 547812.

11. TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS AND AGREEMENTS AS SET FORTH IN THE COST SHARING AGREEMENT RECORDED SEPTEMBER 8, 1999 AT RECEPTION NO. 551753.

12. FIRST AMENDMENT TO JOINT USE AND COST SHARING AGREEMENT DATED APRIL 19, 2016.

13. POTABLE WATER AND SANITARY SEWWER MAINTENANCE AGREEMENT WITH THE CITY OF NEWCASTLE

14. DECLARATION FOR COAL SEAM

1934217v5

BYLAWS

OF

COAL SEAM OWNERS ASSOCIATION,

a Colorado nonprofit corporation

Adopted May 6, 2025

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BYLAWS
OF
COAL SEAM OWNERS ASSOCIATION

The name of the corporation shall be the Coal Seam Owners Association, a Colorado nonprofit corporation (the "**Association**").

ARTICLE 1. PURPOSES, ASSENT OF OWNERS, AND DEFINITIONS

Section 1.1 Purposes.

The Association is formed pursuant to the Colorado Revised Nonprofit Corporation Act, Colo. Rev. Stat. § 7-121-101 et seq. (the "**Nonprofit Act**") and the Colorado Common Interest Ownership Act, Colo. Rev. Stat. § 38-33.3-101 et seq. (the "**Act**"), as each may be amended from time to time. The primary purposes for which the Association is formed are (a) to provide for the operation, administration, use, and maintenance of certain common areas and other property more fully described in the Declaration for Coal Seam , recorded in the office of the Clerk and Recorder of Garfield County, Colorado, as amended or supplemented from time to time (the "**Declaration**"); (b) to preserve, protect, and enhance the values and amenities of such property; and (c) to promote the health, safety, and welfare of members of the Association.

Section 1.2 Assent.

All present or future Owners, Occupants, or any other Persons using the facilities of the Project in any manner are subject to these Bylaws and any Rules and Regulations adopted by the Board of Directors pursuant to these Bylaws. Acquisition or rental of any Unit in the Project, or the mere act of occupancy of any Unit shall constitute an acceptance and ratification of these Bylaws and an agreement to comply with said Rules and Regulations.

Section 1.3 Definitions.

Unless otherwise specified, capitalized terms used in these Bylaws shall have the same meanings in these Bylaws as such terms have in the Declaration.

ARTICLE 2. MEMBERSHIP

Section 2.1 Membership.

Ownership of a Unit is required in order to qualify for membership in the Association.

Section 2.2 Responsibilities of Owners.

Each membership is appurtenant to the fee simple title to a Unit. Any Person, including Declarant, upon becoming an Owner, shall automatically become a member of the Association and be subject to these Bylaws. Membership shall terminate without any formal Association action whenever such Person ceases to own a Unit, but such termination shall not relieve or

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release any former Owner from any liability or obligation incurred under these Bylaws, or in any way connected with the Association arising during the period of such ownership, and shall not impair any rights or remedies which the Board of Directors or others may have against such former Owner arising out of ownership of the Unit and membership in the Association and the covenants and obligations incident thereto. Following a termination of the Project, the Association will consist of all Owners entitled to share in the distribution of proceeds of a sale of the Project pursuant to the Act.

Section 2.3 Membership Certificates.

No certificates of stock shall be issued by the Association, but the Board of Directors may, if it so elects, issue membership cards to Owners. Such membership card shall be surrendered to the secretary of the Association whenever ownership of the Unit designated on the card is transferred and membership terminates.

Section 2.4 Voting Rights.

Each Owner and Declarant shall be entitled to vote with respect to any Unit owned by it. There is one (1) vote per Unit. Cumulative voting shall not be allowed in the election of the Board of Directors or for any other purpose. The Association shall not have a vote with respect to any Unit which may be owned by it. Percentages of Owners or of votes stated in the Governing Documents shall be deemed to mean the stated percentage of the number of total votes required to be cast in order to satisfy quorum requirements or, if expressly required, the Total Voting Power.

Section 2.5 Designated Person and Registered Address.

If title to a Unit is held by more than one individual, by a firm, corporation, partnership, association or other legal entity or any combination thereof, such individuals, entity, or entities shall, by written instrument executed by all such parties and delivered to the Association, appoint and authorize one (1) person to represent the Owner(s) of the Unit (the "**Designated Representative**"). Such representative shall be a natural person who is an Owner, or a designated board member or officer of a corporate Owner, or a general partner of a partnership Owner, or a comparable representative of any other entity, and such representative shall have the authority to make decisions and take actions relating to the Unit and to membership in the Association including, without limitation, the power to cast votes on behalf of the Owners as a member of the Association and serve on the Board of Directors if elected. The Designated Representative shall be the person to whom all notices and deliveries under the Governing Documents are addressed. There shall be a single registered mailing address associated with each Unit. The Owner, or the Designated Representative of the Owners of a Unit, shall furnish such registered address to the Association within ten days after transfer of title to the Unit to such Owner or Owners. Such registration shall be in written form and signed by the individual Owner or the Designated Representative, as applicable. If no address is registered, then any notice shall be deemed duly given if delivered to the Unit.

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ARTICLE 3. MEETINGS OF OWNERS

Section 3.1 Place of Meeting.

Meetings of the Owners shall be held at such place, within or without the State of Colorado, as the Board of Directors may determine. All or some of the Owners may participate in a meeting by means of a conference telephone, electronic conferencing or similar communications equipment by which all Persons participating in the meeting can hear each other or read the words of each other at the same time. Such participation shall constitute presence in person at the meeting.

Section 3.2 Annual Meeting.

Regular meetings of Owners shall be held annually. The first annual meeting of the Owners shall be held within one (1) year after the date of the adoption of these Bylaws. Thereafter, the annual meetings shall each be held on a date and at a time selected by the Board of Directors each year. The purpose of the annual meetings is to (i) propose and/or review the Budget; (ii) after the Period of Declarant Control, to elect the members of the Board of Directors; and (iii) to transact such other Association business as may properly come before the Owners at the meeting.

Section 3.3 Special Meetings.

Calls for special meetings of the Owners may be made (i) by the president of the Association, (ii) by a majority of the Board of Directors, or (iii) by written instrument signed by Owners representing twenty percent (20%) of the Total Voting Power.

Section 3.4 Notice of Meetings.

Written notice of each meeting shall be delivered to the registered address of each Owner entitled to be represented by a vote not fewer than ten (10) nor more than fifty (50) days before the date of the meeting, by or at the direction of the president, or the secretary, or the Persons calling the meeting as provided under these Bylaws. Such notice shall state (i) basic meeting information such as the place, day, and hour of the meeting and (ii) the items on the agenda for the meeting, including the general nature of any proposed amendment to the Declaration or these Bylaws, any proposal to remove an officer or member of the Board of Directors, and, in the case of a special meeting, the purpose or purposes for which the meeting is called. No action shall be adopted at a meeting except as stated in the notice. Attendance at any meeting by a member shall constitute a waiver of notice by that member, except where a member attends the meeting for the expressed purpose of objecting that the meeting was not lawfully called or convened. If electronic means are available, the Association shall provide notice of all regular and special meetings of Owners by electronic mail to all Owners who so request and who furnish the Association with their electronic mail addresses, as soon as possible but in all cases, at least twenty four (24) hours before such meetings. In addition to the requirements contained hereinabove and in addition to any electronic posting or electronic mail notices, the notice of any

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meeting shall be physically posted in a conspicuous place at the Project, to the extent that such posting is feasible and practicable.

Section 3.5 Meeting to Approve Annual Budget.

The Budget shall be adopted annually in accordance with the Declaration and the applicable provisions of the Act.

Section 3.6 Adjourned Meetings.

If any meeting of the Owners cannot be organized because a quorum, as defined below, is not present, the Owners who are present, either in person or by proxy, may adjourn the meeting from time to time until a quorum is obtained.

Section 3.7 Proxies.

Votes allocated to a Unit may be cast pursuant to a proxy duly executed by an Owner. An Owner may not revoke a proxy given pursuant to this Section except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated or purports to be revocable without notice. A proxy terminates eleven months after its date, unless it provides otherwise. A form of proxy may be distributed to each Owner to afford the Owner(s) of such Unit the opportunity to cast the vote allocated to such Unit in absentia at a meeting of Owners of the Association, provided that it meets the requirements for a written ballot set forth in Section 3.12 below and includes the name or names of the person(s) to whom the proxy is given and who expect to be in attendance in person at the meeting for the purpose of casting the vote to reflect the absent Owners' vote.

Section 3.8 Multiple Owners-Proxy.

If title to a Unit is held by more than one Person, and if only one of such multiple Owners of a Unit is present at a meeting of the Association, such Owner is entitled to cast the vote allocated to that Unit. If more than one of the multiple Owners of a Unit are present, in person or by proxy, and there is no Designated Representative as required under Section 2.5, the vote allocated to that Unit may be cast only in accordance with the agreement of a majority in interest of the Owners, which majority agreement may be assumed for all purposes if any one of the multiple Owners cast the vote allocated to that Unit without protest being made promptly to the person presiding over the meeting by any of the other Owners of the Unit. If such protest is made, the vote allocated to the Unit may only be cast by written instrument executed by all Owners who are present at the meeting.

Section 3.9 Quorum.

Except as otherwise provided in these Bylaws, the presence at the beginning of the meeting in person or by proxy of the Owners possessing sufficient votes to constitute twenty percent (20%) of the Total Voting Power shall constitute a quorum, and such Owners present in person or by

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proxy shall constitute the Owners entitled to vote upon any issue presented at a meeting at which a quorum is present.

Section 3.10 Voting.

Except as otherwise required by the Declaration, the Act or by these Bylaws, the votes of Owners who are present either in person or by proxy at any duly convened meeting of the Association at which a quorum has been established and who cast a simple majority of the total votes eligible to be voted by such present or represented Owners shall decide any question under consideration, and shall constitute the act of and be binding upon the Association. Notwithstanding the foregoing, the following matters require approval or rejection by a percentage of the Total Voting Power, rather than by those present at a meeting where quorum requirements have been satisfied, as further specified in the Governing Documents: (a) the Budget, (b) certain amendments of the Governing Documents, (c) termination of the condominium regime, (d) conveyance or encumbrance of Common Elements, (e) extension of the term of the Declaration, excepting any automatic extensions thereof, (f) removal of any member of the Board of Directors or (g) the determination not to repair or replace any portion of the Project for which insurance coverage is required under the Declaration. At the discretion of the Board of Directors or upon the request of twenty percent (20%) of the Owners who are present at the meeting or represented by proxy, if a quorum has been achieved, a vote upon any matter for which Owners are entitled to vote shall be by secret ballot. In such event, ballots shall be counted by a neutral third party or by a committee of volunteers, who shall be Owners selected or appointed at an open meeting by the person presiding over the Board of Directors for that portion of the meeting but shall not be a member of the Board of Directors and, in the case of a contested election for a Board position, shall not be a candidate. The results of a vote taken by secret ballot shall be reported without reference to names, addresses or other identifying information of Owners participating in such vote.

Section 3.11 Waiver of Meeting and Consent to Action.

Whenever the vote of Owners at a meeting of the Association is required or permitted by any provision of these Bylaws to be taken in connection with any action of the Association (including, without limitation, an annual meeting or a vote on ratification of the Budget) the meeting and vote of Owners may be dispensed with and the action in question may be approved if (a) notice of the proposed action is given to all Owners eligible to vote, and (b) a sufficient number of Owners eligible to vote concerning such matter consent in writing to dispense with the meeting and consent in writing to the action in question. A sufficient number is at least the number required to satisfy the voting power that would be necessary to approve the action at a meeting.

Section 3.12 Action by Written Ballot.

Any action that may be taken at any annual or special meeting of Owners (including, without limitation, an annual meeting or ratification of the Budget) may be taken without a meeting and through voting by written (including electronic) correspondence, if the following requirements are met:

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(a) a written ballot is distributed to every Owner entitled to vote on the matter, setting forth each proposed action and providing an opportunity to vote for or against each proposed action;

(b) the solicitation for votes by written ballot indicates the number of responses needed to meet the quorum requirements for authorization or rejection of the proposed action (or, if the quorum provisions do not apply to the proposed action, as further set forth in Section 3.10 above, specifies the same); states the percentage of votes needed to authorize or reject each matter, other than election of the Board of Directors (or, if the proposed action is ratification of the Budget pursuant to Section 3.5 above, states that the Budget will be ratified unless rejected by a Majority of Owners; specifies the time by which a ballot must be received by the Association in order to be counted; and is accompanied by written information (including, if applicable, a summary of any proposed Budget) sufficient to permit each Person casting such ballot to reach an informed decision on the matter; and

(c) the number of votes cast by written ballot in favor or against the proposed action equals or exceeds the number of votes in favor or against that would be required to authorize or reject the action at a meeting at which the total number of votes cast was the same as the number of votes cast by written ballot.

A written ballot delivered to the Association pursuant to this Section 3.12, may not be revoked. Action taken under this Section 3.12 has the same effect as action taken at a meeting of Owners and may be described as such in any document.

Section 3.13 Meetings of Owners.

All Meetings of Owners and Designated Representatives shall be open to every Owner and Designated Representative and all Owners and Designated Representatives shall be permitted to attend, listen and speak at an appropriate time as determined by the Board of Directors before the Board of Directors votes on an issue under discussion.

ARTICLE 4. BOARD OF DIRECTORS

Section 4.1 Number and Qualification.

The affairs of the Association shall be governed by a Board of Directors, initially composed of three (3) natural person(s). At the first meeting of the Association after the Period of Declarant Control, at least three (3), and in any event an odd number of Owners, shall be elected to the Board of Directors by the Owners.

Section 4.2 Required Election of Owners.

Not later than sixty (60) days after conveyance of twenty-five percent (25%) of the Units that may be created by Declarant to Owners other than Declarant, at least one (1) member and not fewer than twenty-five percent (25%) of the members of the Board of Directors shall be elected by Owners other than Declarant. Not later than sixty (60) days after conveyance of fifty percent (50%) of the Units that may be created by Declarant to Owners other than Declarant, not fewer

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than thirty-three and one-third percent (33-1/3%) of the members of the Board of Directors must be elected by Owners other than Declarant. Not later than the termination of the Period of Declarant Control, the Owners shall elect all members of the Board of Directors, at least a majority of whom shall be Owners other than Declarant or Designated Representatives of Owners other than Declarant. The Board of Directors shall elect the officers. The members of the Board of Directors and officers shall take office upon election.

Section 4.3 Declarant Control of the Association.

There shall be a Period of Declarant Control of the Association, during which Declarant, or Persons designated by Declarant, may appoint and remove the officers of the Association and members of the Board of Directors (subject to the requirements of Section 4.2 above). The Period of Declarant Control shall commence upon filing of the Articles of Incorporation and shall terminate as provided in the Declaration or in Section 4.2 above.

Declarant may voluntarily surrender the right to appoint and remove officers and members of the Board of Directors before termination of the Period of Declarant Control. In that event, Declarant may require, for the duration of the Period of Declarant Control, that specified actions of the Association or Board of Directors, as described in a recorded instrument executed by Declarant, be approved by Declarant before they become effective.

The names and addresses of the Persons who are to initially act in the capacity of the members of the Board of Directors until their successors are duly elected and qualified are as set forth in the organizational consent minutes of the Association, a copy of which has been placed in the Association's minute book.

Section 4.4 Election and Term of Office.

Until the first annual meeting after the Period of Declarant Control terminates, the terms of members of the Board of Directors not appointed by Declarant shall, unless otherwise required by a resolution of the Board at the time of each such member's election, continue until and expire on the date of the first meeting of the Owners following termination of the Period of Declarant Control. At the first meeting of the Association after the Period of Declarant Control, the terms of all existing members of the Board of Directors shall be deemed to have expired, and an election shall be held for all members of the Board of Directors. The terms of the members of this initial Board of Directors elected by the Owners shall be staggered so that one (1) or more members shall be elected to serve a one (1) year term, one or more members shall be elected to serve a two (2) year term, and one or more members shall be elected to serve a three (3) year term. At the expiration of the initial term of office for each respective member of the Board of Directors, his or her successor shall be elected to serve a term of three (3) years. Notwithstanding any provision in this Section 4.4 to the contrary, members of the Board of Directors may be elected by written consent or ballot pursuant to the conditions set forth in Sections 3.11 or 3.12 above. Each member of the Board of Directors shall hold office until the election and qualification of his or her successor, unless such a member is removed or otherwise vacates in accordance with these Bylaws. At any meeting at which one or more members of the

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Board of Directors is to be elected, the Owners may, by resolution, adopt specific procedures which are not inconsistent with these Bylaws or the Nonprofit Act for conducting the elections.

Section 4.5 Removal of Members of the Board of Directors.

A regular or special meeting of Owners may be called for the purpose of considering the removal of any member of the Board of Directors. The Board of Directors shall designate by resolution or motion the date and time of such regular or special meeting after such meeting is properly set or called in accordance with these Bylaws. Any one (1) or more of the members of the Board of Directors, other than a member appointed by Declarant, may be removed with or without cause by an affirmative vote of sixty-seven percent (67%) of the voting power of the Owners present in person or represented by proxy and eligible to vote. Any member of the Board of Directors whose removal has been proposed shall be given an opportunity to be heard at the meeting. Successors may then and there be elected by a majority of the remaining Board of Directors. If the entire Board of Directors is removed at once, an election by the Owners present in person or represented by proxy and eligible to vote to fill the vacancies thus created shall be immediately held at the same meeting.

Section 4.6 Vacancies.

(a) During Period of Declarant Control. During the Period of Declarant Control, if a member of the Board of Directors dies or resigns, Declarant shall appoint a new member of the Board of Directors.

(b) After the Period of Declarant Control. After the Period of Declarant Control, any vacancy occurring in the Board of Directors may be filled by the affirmative vote of a majority of all of the remaining Board of Directors (though the remaining members may be less than a quorum of the Board of Directors). The term of the member of the Board of Directors so elected shall be coincident with the term of the replaced member of the Board of Directors.

Section 4.7 Quorum of the Board of Directors.

A majority of the number of members of the Board of Directors fixed from time to time by these Bylaws shall constitute a quorum for the transaction of business. Any act by a majority vote of the Board of Directors in attendance where a quorum is present shall be an act of the Board of Directors.

Section 4.8 Place and Notice of the Board of Directors Meetings.

Any regular or special meetings of the Board of Directors may be held at such place within or without the State of Colorado and upon such notice as the Board of Directors may prescribe. Any special meeting of the Board of Directors shall be preceded by at least two days' notice of the date, time and place of the meeting. The Board of Directors shall hold a regular meeting at least once each year and shall, in addition, meet as often as they deem necessary or desirable to perform their duties hereunder. Attendance of a member of the Board of Directors at any meeting shall constitute a waiver of notice of such meeting, except when a member of the Board

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of Directors attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Before, at, or after any meeting of the Board of Directors, any member of the Board of Directors may, in writing, waive notice of such meeting, and such waiver shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the waiver of notice of such meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all members of the Board of Directors. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

Section 4.9 Powers and Duties.

The Board of Directors shall have, subject to the limitations contained in the Declaration and the Act, the powers and duties necessary, desirable, or appropriate for the administration of the affairs of the Association and for the operation and maintenance of the Project, including (but not limited to) the powers and duties stated in the Declaration.

Section 4.10 Managing Agent.

The Board of Directors may employ for the Association a Managing Agent at a compensation established by the Board of Directors, to perform such duties and services as the Board of Directors shall authorize; provided, however, that the Board of Directors in delegating such duties shall not be relieved of its responsibility under the Declaration. The Managing Agent shall maintain fidelity insurance coverage or a bond for the benefit of the Association in an amount of not less than fifty thousand dollars ($50,000.00), or such higher amount as the Board of Directors may require. The Managing Agent shall maintain all funds and accounts of the Association separate from the funds and accounts of other associations managed by the Managing Agent and shall maintain all reserve accounts for the Association separate from the operational accounts of the Association. The Managing Agent shall provide an annual accounting for Association funds and a financial statement, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting, to the Association. Any contract that the Board of Directors enters into with a Managing Agent shall provide that the contract is terminable for cause without penalty to the Association and shall be subject to renegotiation from time to time.

Section 4.11 Compensation of the Members of the Board of Directors.

Except as provided in this Section 4.11., members of the Board of Directors shall not be paid any compensation for their services performed as members of the Board of Directors unless a resolution authorizing such remuneration shall have been adopted by the members of the Association.

Section 4.12 Board of Directors Meetings.

All meetings of the Board of Directors, will be open to the Owners and Designated Representatives, and the Owners and Designated Representatives shall be permitted to attend, listen and speak at an appropriate time as determined by the Board of Directors before the Board

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votes on an issue under discussion. Owners or Designated Representatives who are not members of the Board of Directors may not participate in any deliberation or discussion unless expressly so authorized by a vote of a majority of a quorum of the Board of Directors. Further, the Board of Directors may place reasonable time restrictions upon those persons speaking during the meeting. If requested, the Board of Directors shall allow a reasonable number of persons to speak on each side of an issue.

Section 4.13 Executive Sessions.

Meetings of the Board of Directors may be held in executive session(s), without giving notice and without the requirement that they be open to Owners, in the following situations:

(a) matters pertaining to employees of the Association or involving the employment, promotion, discipline or dismissal of an officer, agent, or employee of the Association;

(b) consultation with legal counsel concerning disputes that are the subject of pending or imminent court proceedings or matters that are privileged or confidential between attorney and client;

(c) investigative proceedings concerning possible or actual criminal misconduct;

(d) matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

(e) any matter the disclosure of which would constitute an unwarranted invasion of individual privacy; and

(f) review of or discussion relating to any written or oral communications from legal counsel.

Upon the final resolution of any matter for which the Board of Directors received legal advice or that concerned pending or contemplated litigation, the Board of Directors may elect to preserve the attorney-client privilege in any appropriate manner, or it may elect to disclose such information, as it deems appropriate, about such matter in an open meeting.

Section 4.14 Conflict of Interest.

If any contract, decision or other action taken by or on behalf of the Board of Directors would financially benefit any member of the Board of Directors or any person who is a parent, grandparent, spouse, child or sibling of a member of the Board of Directors or a parent or spouse of any of those persons, that member of the Board of Directors shall declare a conflict of interest for that issue. The member shall declare the conflict in an open meeting, prior to any discussion or action regarding such issue. After making such declaration, the member shall not vote on the issue with respect to which there is a conflict, but may appoint another Owner to participate in the discussion and to vote on the issue. Any contract that is entered into in violation of this

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paragraph shall be void and unenforceable. This paragraph shall not be construed to invalidate any provision of the Declaration, these Bylaws or any other document that more strictly defines conflicts of interest or contains further limits on the participation of members of the Board of Directors who may have conflicts of interest.

ARTICLE 5. OFFICERS AND THEIR DUTIES

Section 5.1 Enumeration of Officers.

The officers of the Association shall be a president, vice president, secretary, and treasurer, and such other officers as the Board of Directors may from time to time by resolution create. The president must be a member of the Board of Directors.

Section 5.2 Election of Officers.

The election of officers shall take place at the first meeting of the Board of Directors and thereafter at the first meeting of the Board of Directors following each annual meeting of the Owners.

Section 5.3 Term.

The officers shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless such officer shall sooner die, resign, or shall be removed or otherwise disqualified to serve.

Section 5.4 Special Appointments.

The Board of Directors may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board of Directors may from time to time determine.

Section 5.5 Resignation and Removal.

Any officer may be removed from office with or without cause by the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the president, or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 5.6 Vacancies.

A vacancy in any office may be filled by appointment by the Board of Directors. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he or she replaces.

Section 5.7 Multiple Offices.

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Any two (2) or more offices may be held by the same person.

Section 5.8 Duties.

The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Owners and of the Board of Directors; shall see that orders and resolutions of the Board of Directors are carried out; shall sign on behalf of the Association all leases, mortgages, deeds, notes and other written instruments; and shall exercise and discharge such other duties as may be required of the president by the Board of Directors. In addition, the president shall have all of the general powers and duties that are incident to the office of president of a nonprofit corporation organized under the laws of the State of Colorado, including but not limited to, the power to appoint committees from among the Owners from time to time as the president may decide is appropriate to assist in the conduct of the affairs of the Association. The president may fulfill the role of treasurer in the absence of the treasurer. The president may cause to be prepared and may execute amendments, attested by the secretary, to the Declaration (in accordance with the provisions of the Declaration) and these Bylaws on behalf of the Association, following authorization or approval of the particular amendment as applicable.

(b) Vice President. The vice president shall act in the place and stead of the president in the event of his or her absence, inability, or refusal to act, and shall exercise and discharge such other duties as may be required of the vice president by the Board of Directors.

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board of Directors and of the Owners; keep the corporate stamp or seal of the Association, if any, and place it on all papers requiring said stamp or seal, if necessary; serve notice of meetings of the Board of Directors and of the Owners; keep appropriate current records showing the Owners and Designated Representatives together with their addresses; and shall perform such other duties as may be required of the secretary by the Board of Directors.

(d) Treasurer. The treasurer shall receive and may endorse on behalf of the Association, for collection only, all checks, notes, and other obligations and shall deposit the same and all monies in appropriate bank accounts of the Association. The treasurer shall disburse such funds as directed by resolution of the Board of Directors; keep proper books of account; at the direction of the Board of Directors, cause an audit of the Association books to be made; and prepare the annual Budget and a statement of income and expenditures to be presented to the Owners at the regular annual meeting of Owners, and deliver a copy of each to the Owners. Except for reserve funds described below, the treasurer may have custody of and shall have the power to endorse for transfer, on behalf of the Association, stock, securities or other investment instruments owned or controlled by the Association or as fiduciary for others. Reserve funds of the Association shall be deposited in such segregated accounts or other investments, as the Board of Directors decides in accordance with the Rules and Regulations. Funds may be withdrawn from these reserves for the purposes for which they were deposited, by check or order, by the Treasurer or another officer provided that the Board of Directors may

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adopt resolutions imposing limitations on the manner of withdrawal or requiring more than one signatory for certain types of withdrawals.

Section 5.9 Execution of Instruments.

All agreements, contracts, deeds, leases, checks, notes and other instruments of the Association may be executed by any person or persons as may be designated by resolution of the Board of Directors, including the Managing Agent. Any officer may prepare, execute, certify and record duly adopted amendments to the Declaration on behalf of the Association. If appropriate, the Managing Agent or any officer of the Association may file an election under Section 528 of the Internal Revenue Code in any given year for the Association.

ARTICLE 6. INDEMNIFICATION OF MEMBERS OF THE BOARD OF DIRECTORS AND OFFICERS

Section 6.1 Actions Other than by or in the Right of the Association.

The Association shall indemnify any Person who was or is a party, or is threatened to be made a party to any pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the Association) by reason of the fact that such Person is or was a member of the Board of Directors or officer, who is or was serving at the request of the Association in such capacity, against expenses (including expert witness fees, attorneys' fees and costs) judgments, fines, amounts paid in settlement actually and reasonably incurred by such Person in connection with such action, suit or proceeding, if such Person acted in good faith and in a manner that he or she reasonably believed to be in the best interests of the Association, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. Determination of any action, suit or proceeding by judgment, order, settlement or conviction, or upon a plea of nolo contendere or its equivalent, shall not of itself create a presumption that the Person did not act in good faith and in a manner such Person reasonably believed to be in the best interests of the Association and, with respect to any criminal action or proceeding, had reasonable cause to believe his or her conduct was unlawful; provided, however, no indemnification shall be made in respect of any claim, issue or matter as to which such Person has been adjudged to be liable on the basis such Person derived an improper personal benefit unless, and to the extent that, the court in which such action or suit was brought determines upon application that (despite the adjudication of liability), in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expenses.

Section 6.2 Actions by or in the Right of the Association.

The Association shall indemnify any Person who was or is a party or who is threatened to be made a party to any pending or completed action or suit by or in the right of the Association to procure judgment in its favor by reason of the fact that such Person is or was a member of the Board of Directors or officer or is or was serving at the request of the Association in such capacity, against reasonable expenses incurred by such Person in connection with the defense or settlement of such action or suit if such Person acted in good faith and in a manner that he or she

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reasonably believed to be in the best interests of the Association; but no indemnification shall be made in respect of any claim, issue or matter as to which such Person has been adjudged to be liable for negligence, recklessness, or willful misconduct in the performance of his or her duty to the Association unless, and to the extent that, the court in which such action or suit was brought determines upon application that (despite the adjudication of liability), in view of all circumstances of the case, such Person is fairly and reasonably entitled to indemnification for such expenses.

Section 6.3 Successful on the Merits.

To the extent that a member of the Board of Directors or officer of the Association has been wholly successful on the merits in defense of any action, suit or proceeding referred to in Section 6.1 or Section 6.2 of this Article 6, or in defense of any claim, issue or matter therein, such Person shall be indemnified against expenses (including expert witness fees, attorneys' fees and costs) actually and reasonably incurred by him or her in connection therewith.

Section 6.4 Determination Required.

Any indemnification under Sections 6.1 or 6.2 of this Article 6 (unless ordered by a court) and as distinguished from Section 6.3 of this Article 6, shall be made by the Association only as authorized by the specific case upon a determination that indemnification of such Person is proper in the circumstances, because such Person has met the applicable standard of conduct set forth in Sections 6.1 or 6.2 above. Such determination shall be made by the Board of Directors by majority vote of those members of the Board of Directors who were not parties to such action, suit or proceeding or, if a majority of disinterested members of the Board of Directors so directs, by independent legal counsel or by members entitled to vote thereon. Such determination shall be reasonable, based on substantial evidence of record, and supported by a written opinion. The Board of Directors shall provide a copy of its written opinion to the Person seeking indemnification upon request.

Section 6.5 Payment in Advance of Final Disposition.

The Association shall pay for or reimburse the reasonable expenses incurred by a former or current member of the Board of Directors or officer who is a party to a proceeding in advance of final disposition of the proceeding if: a) such Person furnishes to the Association a written affirmation, executed personally or on such Person's behalf, of his or her good faith belief that he or she has met the standard of conduct described in Sections 6.1 or 6.2 of this Article 6; b) such Person furnishes to the Association a written agreement, executed personally or on such Person's behalf, to repay the advance if it is ultimately determined that he or she did not meet the required standard of conduct; and c) a determination is made that the facts then known to those making the determination would not preclude indemnification under this Article. The undertaking required in this paragraph shall be an unlimited general obligation of the Board of Directors but need not be accepted by a particular Board member or officer or may be accepted without reference to financial ability to make repayment.

Section 6.6 No Limitation of Rights.

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The indemnification provided by this Article 6 shall not be deemed exclusive of nor a limitation upon any other rights to which those indemnified may be entitled under any bylaw, agreement, vote of the members or disinterested members of the Board of Directors, or otherwise, nor by any rights which are granted pursuant to the Act and the Nonprofit Act.

Section 6.7 Directors and Officers Insurance.

As and to the extent provided in the Declaration, the Association shall purchase and maintain insurance on behalf of any Person who is or was a member of the Board of Directors or an officer of the Association against any liability asserted against him or her and incurred by such Person in any such capacity or arising out of his or her status as such, whether or not the Association would have the power to indemnify such Person against such liability under provisions of this Article.

ARTICLE 7. BYLAWS

Section 7.1 Amendments.

These Bylaws may be amended by (i) a vote of a majority of a quorum of the Board of Directors at a regular or special meeting of the Board of Directors, or (ii) at any regular meeting of the Owners or at any special meeting called for the purpose of amending the Bylaws, by the affirmative vote of a majority of a quorum of Owners present at the meeting in person or represented by proxy and eligible to vote. Any amendment shall be binding upon every Owner. Any provision of these Bylaws adopted at a regular or special meeting of the Owners may thereafter only be amended at a regular or special meeting of the Owners. Notwithstanding the above, neither the Board nor the Owners shall have any power to amend the Bylaws in such a manner as to materially change the effect of the express provisions of the Declaration unless any standard for an amendment of such provisions in the Declaration is satisfied. No amendment shall serve to shorten the term of any member of the Board of Directors, or conflict with the Nonprofit Act or the Act or delete any provision which must be contained in these Bylaws under the terms of the Nonprofit Act or the Act, or conflict with the Articles of Incorporation of the Association.

Section 7.2 Compliance with the Act.

These Bylaws are intended to comply with the requirements of the Act and the Nonprofit Act. If any of these Bylaws conflict with the provisions of the Act or the Nonprofit Act, the provisions of the Act or the Nonprofit Act, as applicable, will govern the Association.

Section 7.3 Conflict between Documents.

In the case of any conflict between or among the Governing Documents, the Declaration controls over the Articles of Incorporation, these Bylaws and the Rules and Regulations. The Articles of Incorporation control over these Bylaws and the Rules and Regulations. These Bylaws control over the Rules and Regulations.

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ARTICLE 8. COMMITTEES

The Board of Directors may appoint such committees as deemed appropriate which, to the extent provided for in the resolution appointing the committee and allowed by law, shall have the powers of the Board of Directors in the management and affairs and business of the Association, as described in the Declaration.

ARTICLE 9. INFORMATION, BOOKS AND RECORDS

Section 9.1 Statement of Unpaid Assessments.

The Association shall provide statements of unpaid assessments in accordance with Section 33-33.3-316 of the Act, as described in the Declaration. The treasurer, a Managing Agent employed by the Association or, in their absence, any officer having access to the books and records of the Association may prepare, certify, and execute such statements. The amount of any fee for preparing such statements of unpaid Assessments and the time of payment shall be set forth in the Rules and Regulations. Any such fee that is not paid when due may be assessed as a default Assessment against the Unit for which the certificate or statement is furnished.

Section 9.2 Owner Education.

The Association or a Managing Agent employed by the Association shall provide to the Owners, at least one time per year, free of charge, education regarding the general operations of the Association as well as the rights and responsibilities of Owners, the Association and the Board of Directors under Colorado law.

Section 9.3 Disclosure of Basic Information.

The Association or its Managing Agent shall provide to the Owners, at least one time per year, a written notice stating: (a) the name of the Association; (b) the name of the Project; (c) the initial date of recording for the Declaration and its reception number or book and page; (d) the name of the Association's Managing Agent, if any; and (e) a valid physical address and telephone number for both the Association and the Managing Agent.

Section 9.4 Turnover of Declarant Control - Deliveries from Declarant to Association

. Within sixty (60) days after the Owners other than the Declarant elect a majority of the members of the Board of Directors, the Declarant shall deliver to the Association all property of the Owners and of the Association held by or controlled by the Declarant, including without limitation the following items (to the extent they are in Declarant's possession or control):

(a) the original or a certified copy of the recorded Declaration and Map and any amendments thereto, the Articles of Incorporation, the Bylaws, minute books, other books and records, and any Rules and Regulations which may have been promulgated;

(b) an accounting for Association funds and financial statements, commencing on the date the Association first received funds and ending on the date the Period

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of Declarant Control ends. The financial statements shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting and shall be audited by an independent certified public accountant and shall be accompanied by the accountant's letter, expressing either the opinion that the financial statements present fairly the financial position of the Association in conformity with generally accepted accounting principles or a disclaimer of the accountant's ability to attest to the fairness of the presentation of the financial information in conformity with generally accepted accounting principles and the reasons therefor. The expense of the audit shall not be paid for by or charged to the Association;

(c) the Association funds or control thereof;

(d) all of the Declarant's tangible personal property that has been represented by the Declarant to be the property of the Association or all of the Declarant's tangible personal property that is necessary for, and has been used exclusively in, the operation and enjoyment of the Common Elements, together with an inventory of such property (if any) and the Declarant shall convey all personal property itemized in the inventory to the Association by bill of sale;

(e) a copy, for the non-exclusive use of the Association, of any plans and specifications used in the construction or renovation of the Improvements;

(f) all insurance policies then in force, in which the Owners, the Association or its members of the Board of Directors and officers are named as insured Persons;

(g) copies of any certificates of occupancy that may have been issued with respect to the Improvements;

(h) any permits issued by governmental bodies applicable to the Project and which are currently in force or which were issued within one year prior to the date on which Owners other than the Declarant took control of the Association;

(i) any written warranties of the contractor, subcontractors, suppliers, and manufacturers that are still effective;

(j) a roster of Owners and First Mortgagees and their addresses and telephone numbers, if known, as shown on the Declarant's records;

(k) employment contracts in which the Association is a contracting party; and

(l) any service contract in which the Association is a contracting party or in which the Association or the Owners have any obligation to pay a fee to the Persons performing the services.

Section 9.5 Disclosure of Financial Information To Owners by Association.

Within ninety (90) days after the Association assumes control of the Board of Directors from the Declarant and within ninety (90) days following the end of each fiscal year thereafter, the

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Association or its Managing Agent shall make the following information available to the Owners by: (1) a posting on an internet web page with accompanying notice of the web address via first class mail or electronic mail; (2) the maintenance of a literature table or binder at the Association's principal place of business; or (3) mail or personal delivery:

(a) the date on which the fiscal year for the Association commences;

(b) the Association's Budget for the current fiscal year;

(c) a list, by Unit type, if applicable, of the Association's current Assessments, including both annual and special Assessments;

(d) the Association's annual financial statements, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting, including any amounts held in reserve for the fiscal year immediately preceding the current annual disclosure;

(e) the results of any financial audit or review pursuant to Section 9.6 for the fiscal year immediately preceding the current annual disclosure;

(f) a list of all Association insurance policies which states, with respect to each insurance company: names, policy limits, policy deductibles, additional named insureds and expiration dates of policies listed, including but not limited to, property, general liability, director and officer professional liability and fidelity policies;

(g) the Association's Bylaws, Articles, and any Rules and Regulations adopted by the Board of Directors;

(h) the minutes of the meetings of the Board of Directors and of the Owners for the fiscal year immediately preceding the current annual disclosure; and

(i) the Association's responsible governance policies adopted pursuant to Section 38-33.3-209.5 of the Act.

Section 9.6 Audits.

The cost of any audit or review shall be a Common Expense, except as provided in Section 9.4(b) regarding the audit provided as part of the turnover of Declarant Control of the Association. At the discretion of the Board of Directors or if required pursuant to the following paragraph, an audit by a certified public accountant utilizing generally accepted auditing standards, or a review using statements on standards for accounting and review services, shall be conducted by an independent and qualified Person selected by the Board of Directors. Such Person selected to conduct a review shall have at least a basic understanding of the principles of accounting pursuant to Section 38-33.3-303(4) of the Act. The audit or review report shall cover the Association's financial statements, which shall be prepared using generally accepted accounting principles or the cash or tax basis of accounting.

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An audit shall be required if the Association has annual revenues or expenditures of at least two hundred and fifty thousand dollars ($250.000.00) and the audit is requested by Owners of at least one-third (1/3) of the Units represented by the Association. A review shall be required only when requested by the Owners of at least one-third (1/3) of the Units represented by the Association. No later than thirty (30) days following completion, copies of any audit or review conducted pursuant to this Section 9.6 shall be made available to any Owner who requests a copy.

Section 9.7 Examination.

All records maintained by the Association or the Managing Agent shall be available for examination and copying by any Owner or by any of their duly authorized representatives or requesting Eligible First Mortgagees, at the expense of the Person examining the records, during normal business hours and after reasonable notice or at the next regularly scheduled meeting if such meeting occurs within thirty (30) days after the request for such records. The Board of Directors may impose restrictions on the commercial or any other use of any list of Owners obtained pursuant to this Article 9 that is not directly related to Association business.

Section 9.8 Records.

The Association shall keep the following records in written form or another form capable of conversion into written form within a reasonable time:

(a) An account for each Unit, which shall designate the name and address of each Owner, the name and address of each mortgagee who has given notice to the Association that it holds a mortgage on the Unit, the amount of each Assessment, the dates on which each Assessment comes due, the amounts paid on the account and the balance due;

(b) financial records sufficiently detailed to enable the Association to comply with Section 38-33.3-316(8) of the Act concerning statements of unpaid Assessments;

(c) the Roster (as defined in Section 9.9) in a form that permits preparation of a list of the names and addresses of all Owners and Designated Representatives showing the number of votes to which each Owner is entitled;

(d) The current operating Budget;

(e) A record of insurance coverage provided for the benefit of Owners and the Association;

(f) Tax returns for state and federal income taxation;

(g) Minutes of proceedings of all meetings of the Owners, Board of Directors and its committees, records of all actions taken by the Owners or Board of Directors by written ballot or written consent in lieu of a meeting, records of all actions taken by committees of the Board of Directors and a record of all waivers of notices of meetings of the Owners, the Board of Directors or any committee of the Board of Directors;

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(h) A copy of the most current versions of the Articles of Incorporation, Declaration, these Bylaws, Rules and Regulations, and resolutions of the Board of Directors, along with their exhibits and schedules, any covenants, the minutes of all meetings of the Owners and records of all action taken by Owners without a meeting for the past three (3) years, all written communications within the past three (3) years to Owners generally as Owners, a list of the names and business or home addresses of the current members of the Board of Directors and of the officers, the Association's most recent annual report, if any, and all financial audits and reviews conducted pursuant to Section 38-33.3-303(4)(b) of the Act during the immediately preceding three (3) years;

(i) Such records as may be necessary to comply with the requirements of Section 303(9) of the Act; and

(j) Such other records as the Board of Directors may determine from time to time are necessary or desirable. In the event that the Act is amended to alter the records requirements currently set forth in this Section, these Bylaws may be modified accordingly by the Board.

Section 9.9 Roster.

The Association shall annually compile a roster of the name and address of each of the Owners and Designated Representatives and the number of votes that each Unit is entitled to (the "**Roster**"). The Association shall provide a copy of the Roster to any Owner upon receipt of a written request from such Owner; provided that the names and addresses of other Owners on the Roster shall only be provided if the written request (i) states the reason for the request; and (ii) the requesting Owner executes and delivers to the Association, a confidentiality agreement and affidavit ("**Confidentiality Agreement**"), in a form reasonably acceptable to the Association, stating that the names and addresses in the Roster will be used only for purposes reasonably related to the Owners' interest in the Association. Each Owner who requests and receives a copy of the Roster thereby agrees that he or she will not make any commercial use of the Roster, will not use the Roster to solicit money or property unless such money or property will be used solely to solicit the votes of the Owners in an election to be held by the Association and will not distribute a copy of the Roster or any portion thereof to any third party.

ARTICLE 10. CORPORATE SEAL

The Association may have a seal or stamp in circular form having within its form the words: "Coal Seam Owners Association."

ARTICLE 11. FISCAL YEAR

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation. The Board of Directors may by amendment to the Bylaws establish a different fiscal year for the Association.

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ARTICLE 12. RULES AND REGULATIONS

The Board of Directors shall have the right to establish, amend, and enforce, from time to time, such Rules and Regulations as the Board of Directors may deem necessary and appropriate for the management, preservation, safety, control, and orderly operation of the Project for the benefit of all Owners and Occupants, and for facilitating the greatest and most convenient availability and use of the Units and Common Elements by Owners and Occupants. Such Rules and Regulations may include (without limitation) a system of late charges and/or interest for untimely payment of Assessments, fees for review by the Association of matters required under the Declaration, and fees and fines for noncompliance with the Rules and Regulations and other obligations set forth in the Declaration and these Bylaws. The Board of Directors shall provide notice of the adoption or amendment of any Rules and Regulations and make such amended Rules and Regulations available for inspection by all Owners, Occupants, contract purchasers and Eligible First Mortgagees during convenient weekday business hours at the principal office of the Association. Such Rules and Regulations may, to the extent not in conflict with the provisions of the Declaration, the Articles of Incorporation and these Bylaws, impose reasonable restrictions upon the use and occupancy of any portion of the Project as the Board of Directors, in its sole and absolute discretion, deems necessary and appropriate. Each Owner agrees that all such Owners' ownership rights shall be in all respects subject to the Rules and Regulations, and each Owner agrees to obey such Rules and Regulations as the same may lawfully be amended from time to time, and to ensure that the same are faithfully observed by Occupants of such Owners' Unit. Each Person who comes within the Project shall be subject to the Rules and Regulations for the duration of his presence therein. A copy of the Rules and Regulations, as amended from time to time, shall be made available to Owners, Occupants and contract purchasers upon request and payment of a reasonable fee.

ARTICLE 13. MEMBERSHIP RIGHTS AND PRIVILEGES

Section 13.1 Rights and Privileges of Members.

No member shall have the right, without the prior approval of the Board of Directors, to exercise any of the powers or to perform any of the acts delegated to the Board of Directors by these Bylaws or the Declaration. Each member shall have all of the rights and privileges, including but not limited to property rights and easement rights of access over and use and enjoyment of the Common Elements, granted to the members by the Declaration, subject to such limitations as may be imposed in accordance therewith.

Section 13.2 Suspension of Rights.

The Association shall have the right to suspend the rights and privileges of an Owner as a member of the Association for the period during which any Assessment owed by such Owner remains unpaid and delinquent, all as further described in the Declaration.

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ARTICLE 14. INTERPRETATION

The provisions of these Bylaws shall be liberally construed to effect the purpose of ensuring that the Project shall at all times be operated and maintained in a manner so as to optimize and maximize its enjoyment and utilization by each Owner and Occupant.

IN WITNESS WHEREOF, Declarant has executed these Bylaws Declaration the day and year first above written.

DECLARANT

Coal Seam, LLC, a Colorado limited liability company

By:_____
Print Name:_____
Its:_____

STATE OF COLORADO)
)ss
County of Garfield)

Acknowledged, subscribed and sworn to me before me this ____ day of _____, 2025 by _____, as _____ of Coal Seam, LLC, a Colorado limited liability company, Declarant.

WITNESS my hand and official seal.

My Commission expires: _____.

_____

Notary Public

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COAL SEAM OWNERS ASSOCIATION
POLICIES AND PROCEDURES
May 6, 2025

The Colorado Common Interest Ownership Act (CCIOA), C.R.S. § 38-33.3-209.5, requires that associations adopt certain policies, procedures, and rules and regulations concerning the following:

(I) Collection of Unpaid Assessments;
(II) Handling of Conflicts of Interest involving Board Members;
(III) Conduct of Meetings;
(IV) Enforcement of Covenants and Rules, including Notice and Hearing Procedures and the Schedule of Fines;
(V) Inspection and Copying of Association Records by Unit Owners;
(VI) Investment of Reserve Funds;
(VII) Procedures for the Adoption and Amendment of Policies, Procedures, and Rules;
(VIII) Procedures for Addressing Disputes arising between the Association and Unit Owners; and
(IX) Reserve Requirements.

WHEREAS, the following policies and procedures have been duly adopted by the COAL SEAM Owners Association (the "Association").

I. Collection of Unpaid Assessments

A. *Due Dates*. The annual assessment as determined by the Association and as allowed for in the Declaration shall be due and payable in twelve (12) monthly installments due on the first day of each month. Assessments or other charges not paid to the Association by the 10th day of the month in which they are due shall be considered past due and delinquent.

B. *Invoices*. The Association may, but shall not be required to invoice an Owner as a condition to an Owner's obligation to pay assessments or other charges of the Association. If the Association provides an Owner with an invoice for monthly installments of the annual assessments, although invoices are not required, the invoice should be mailed *or* sent to the owner between the 15th and 20th day of the month preceding each due date.

C. *Late Charges Imposed on Delinquent Installments*. A quarterly installment of the annual assessment shall be past due and delinquent if not paid by the 10th day of the month in which it is due. The Association shall impose a twenty dollar ($20.00) late charge on the outstanding or past due balance then due the Association. An additional twenty-dollar ($20.00) late charge shall accrue during each and every subsequent monthly period that the assessment remains unpaid.

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D. *Interest*. Delinquent assessments, fines or other charges due the Association shall bear interest at the rate of twenty-one percent (21%) per annum from the due date until paid. All late charges and interest charges shall be due and payable immediately, without notice, in the manner provided for payment of assessments.

E. *Return Check Charges*. In addition to any and all charges imposed under the Declaration and the Rules and Regulations of the Association, a fee of $20.00 shall be assessed against an Owner in the event any check or other instrument attributable to or payable for the benefit of such Owner is not honored by the bank or is returned by the bank for any reason whatsoever, including but not limited to insufficient funds. Such return check charge shall be considered an assessment due and payable immediately, upon demand. Notwithstanding this provision, the Association shall be entitled to all additional remedies as may be provided by applicable law. Returned check charges shall be effective on any payment of sums due under the Declaration and Rules and Regulations. If two or more of an Owner's checks are returned unpaid by the bank within any (fiscal) year, the Association may require that all of the Owner's future payments, for a period of one (1) year, be made by certified check or money order. This return check charge shall be in addition to any late fees or interest incurred by an Owner. Any returned check shall cause an account to be past due if full payment of the quarterly installment of the annual assessment is not timely made within 10 days of the due date.

F. *Attorney's Fees on Delinquent Accounts*. As an additional expense permitted under the Declaration, Articles and Bylaws, the Association shall be entitled to recover its reasonable attorney's fees incurred in the collection of assessments or other charges due the Association from a delinquent owner.

G. *Notice of Delinquency*. Within forty-five (45) days of the Due Date, the Association shall issue a courtesy notice (the "Notice of Delinquency") reminding such Owner the Due Date has passed and the account is late, and an interest charge of no more than twelve percent (21%) of the Assessment is then due, which the Association is authorized and directed to charge to and collect from any delinquent owner on behalf of the Association. The Notice of Delinquency sent by the Association to the delinquent owner shall also state:

1. The total amount due, with an accounting of how the total was determined;

2. Whether the opportunity to enter into a payment plan exists pursuant to C.R.S. § 38-33.3-316.3 and instructions for contacting the Association to enter into such a payment plan;

3. The name and contact information for the individual the Owner may contact to request a copy of the Owner's ledger in order to verify the amount of the debt; and

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4. That action is required to cure the delinquency and that failure to do so within thirty (30) days may result in the Owner's delinquency account being turned over to the Association's attorneys, a lawsuit being filed against the Owner, the filing and foreclosure of a lien against the Owner's property, or other remedies available under Colorado law.

H. *Circumstances and Terms of Payment Plan*. Unless the Owner does not occupy the Unit and has acquired the Unit as a result of (a) a default of a security interest encumbering the Unit or (b) foreclosure of the Association's Lien, the Association shall make a good-faith effort to coordinate with the Owner to set up a payment plan. However, in the event the Association and the Owner have previously entered into a payment plan, the Association is under no obligation to negotiate another payment plan. Any payment plan must permit the Owner to pay off the deficiency in equal installments over a period of at least six (6) months. The Owner shall sign a document describing the payment plan and the effective date of the first payment. In the event an Owner fails to comply with the terms of his or her payment plan, the Association may immediately begin pursuing legal action against such Owner. An Owner's failure to remit payment of an agreed-upon installment, or to remain current with the regular Assessments as they come due during the six-month period, constitutes a failure to comply with the terms of his or her payment plan.

I. *Use of Certified Mail/Regular Mail*. In the event the Association shall cause a collection letter or notices to be sent to a delinquent Owner by regular mail, the Association may also cause, but shall not be required to send, an additional copy of that letter or notice by certified mail.

J. *Liens*. The Association may file a Notice of Lien against the property of any delinquent Owner in accordance with the terms and provisions of the Declarations, Articles and Bylaws.

K. *Referral of Delinquent Accounts to Attorneys*. The Association may, but shall not be required to refer delinquent accounts to its attorneys for collection. Upon referral to the attorneys, the attorneys shall take all appropriate action to collect the accounts referred. The Owner(s) of the Unit with the delinquent account shall be responsible for, and pay as an assessment on such Unit, any attorney's fees incurred in this instance.

L. *Referral of Delinquent Accounts to Collection Agencies*. The Association may, but shall not be required to refer delinquent accounts to one or more collection agencies for collection. Upon referral to a collection agency, the agency shall take all appropriate action to collect the accounts referred.

M. *Application of Payments*. All payments received on account of any Owner or the Owner's property (hereinafter collectively "Owner"), shall be applied to payment of any and all legal fees and costs (including attorney fees), expenses of enforcement and collection, late

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charges, returned check charges, lien fees, and other costs owing or incurred with respect to such Owner pursuant to the Declaration and Rules and Regulations, prior to application of the payment to any special or regular assessments due or to become due with respect to such Owner.

N. *Ongoing Evaluation*. Nothing in this procedure shall require the Association to take specific actions other than to notify Owners of the adoption of these procedures. The Association has the option and right to continue to evaluate each delinquency on a case by case basis.

II. Board Members' Conflicts of Interest

A. DEFINITIONS

(1) "Conflicting interest transaction" means a contract, transaction, or other financial relationship between the Association and a Director, or between the Association and a party related to a Director, or between the Association and an entity in which a Director of the Association is a director or officer or has a financial interest.

(2) "Director" or "Board Member" means a member of the Association's Executive Board.

(3) "Party related to a Director" means a spouse, a descendant, an ancestor, a sibling, the spouse or descendant of a sibling, an estate or trust in which the Director or a party related to a Director has a beneficial interest, or an entity in which a party related to a Director is a director or officer or has a financial interest.

B. POLICY

(1) Loans. No loans shall be made by the Association to its Directors or officers. Any Director or officer who assents to or participates in the making of any such loan shall be liable to the Association for the amount of the loan until it is repaid.

(2) If any contract, decision, or other action taken by or on behalf of the Board would financially benefit any Director or Party related to a Director, then, in advance of entering into that contract, making the decision or taking the action, that interested Board Member shall declare at an open meeting of the Board, that a conflict of interest exists and shall describe in detail all of the particular facts of the conflict of interest.

(3) After the interested Board Member makes such a declaration, the interested Board Member may participate in a discussion of the matter giving rise to the conflict of interest. However, the interested Board member may not vote on the issue giving rise to the conflict of interest.

(4) Interested Directors may be counted in determining the presence of a quorum at a meeting of the Executive Board or of a committee that authorizes, approves or ratifies the conflicting interest transaction.

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(5) The conflicting interest transaction may not be void or voidable by an Owner or the Association if:

i. The facts about the conflicting interest transaction are disclosed to the Board, and a majority of the disinterested Directors, even if less than a quorum, in good faith approves the conflicting interest transaction;

ii. The facts about the conflicting interest transaction are disclosed to the Owners entitled to vote on the matter, and the conflicting interest transaction is authorized in good faith by a vote of the Owners entitled to vote on the matter; or

iii. The conflicting interest transaction is fair to the Association.

III. Conduct of Meetings

A. *Member Meetings*. All meetings of the Association are open to every Member, or to any person designated by a Member in writing as the Member's representative, and Members or designated representatives so desiring shall be permitted to attend, listen, and speak at an appropriate time during the deliberations and proceedings.

B. *Executive Board Meetings*. All meetings of the Executive Board are open to every Member, or to any person designated by a Member in writing as the Member's representative. At an appropriate time determined by the Board, but before the Board votes on an issue under discussion, Members or their designated representatives shall be permitted to speak regarding the issue. The Board may place reasonable time restrictions on persons speaking during the meeting, to allow sufficient time for as many members as possible to comment within the time permitted. Unless otherwise determined by the President or acting chair, the time limit will be three minutes per member. Members will only be allowed to speak more than once at the discretion of the Board. If more than one person desires to address an issue and there are opposing views on that issue, the Board shall provide for a reasonable number of persons to speak on each side of the issue.

C. *Executive Session of Board*. Notwithstanding the foregoing, the Board or a committee thereof may hold an executive or closed door session and may restrict attendance to Board Members and other persons specified by the Board; provided that any such executive or closed door session may only be held in accordance with the provisions and requirements of CCIOA, as amended from time to time, or other applicable law. Matters for discussion by an executive or closed session are limited to:

(1) Matters pertaining to employees of the association or the managing agent's contract or involving the employment, promotion, discipline, or dismissal of an officer, agent, or employee of the association;

(2) Consultation with legal counsel concerning disputes that are the subject of pending or

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imminent court proceedings or matters that are privileged or confidential between attorney and client;

(3) Investigative proceedings concerning possible or actual criminal misconduct;

(4) Matters subject to specific constitutional, statutory, or judicially imposed requirements protecting particular proceedings or matters from public disclosure;

(5) Any matter the disclosure of which would constitute an unwarranted invasion of individual privacy;

(6) Review of or discussion relating to any written or oral communication from legal counsel.

Prior to the time the members of the Board convene in executive session, the President or acting chair shall announce the general matter of discussion as enumerated in paragraphs (1) to (6) above. No rule or regulation of the Board shall be adopted during an executive session.

D. *Recording of Meetings*. Note taking is permitted, however, video or audio recording of all or any portion of any meeting by Members is prohibited.

E. *Member Conduct*. No Member is entitled to speak until recognized by the chair. There shall be no interruption of anyone who has been recognized by the chair, except by the chair. Specific time limits set for speakers shall be strictly observed. Personal attacks, whether physical or verbal, and offensive language will not be tolerated. All comments are to be directed to the chair and not other individual participants. All comments are to be restricted to the agenda item being discussed.

F. *Curtailment of Member Conduct*. Should the President or acting chair determine that any Member has spoken for the allocated amount of time or longer, or determine that the Member is in violation of the provisions of this policy, the President or acting chair shall have the authority to instruct that member to yield the floor, and that member will be obligated to comply with the President's or acting chair's instruction.

IV. Enforcement of Covenants and Rules

A. *Initial Warning Letter*. If the Board finds an Owner has committed a violation of any provisions of the Declaration, Bylaws or Rules, an initial warning letter shall be sent to the violator explaining the nature of the violation. The violator will be given a reasonable amount of time to comply based on the nature and severity of the violation, as determined in the sole discretion of the Executive Board.

B. *Notice of Violation*. Subsequent to the initial warning letter, should the Owner not cure the violation to the satisfaction of the Board, a Notice of Violation of any provisions of the

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Declaration, Bylaws or Rules shall be provided to the applicable Owner. The notice shall describe the nature of the violation, the fine and notice of the opportunity for a hearing and shall further state that the Board may seek to protect its rights as they are specified in the governing legal documents.

C. *Services of Notices*. Service of all notices required or permitted to be given hereunder shall be made as follows:

If to an Owner: By personal delivery to the Owner; or by U.S. Mail, postage prepaid, addressed to the last registered address of the Owner as contained in the Association's records.

If to the Association: By personal delivery or U.S. Mail, postage prepaid, addressed to the Association in care of its registered agent and office, as maintained with the Colorado Secretary of State or such other address as the parties may be advised of in writing.

Any notice personally delivered shall be deemed received on the date of delivery, and any notice mailed shall be deemed received on the fifth day following the date of mailing.

D. *Fines*. Any infraction of any covenant, rule or regulation in which a fine is not already specifically stated will result in a fine per day and/or occurrence according to the following schedule:

First violation:	Warning letter
Second violation (of same covenant or rule):	$100.00
Third violation (of same covenant or rule):	$500.00
Fourth and subsequent violations (of same covenant or rule):	$1,000.00

OR a monthly fine to be imposed at the discretion of the Board if the nature of the violation is continuous.

Third and subsequent covenant violations may be turned over to the Association's attorney to take appropriate legal action.

After the violation has been cured by the Owner to the satisfaction of the Board, the per day fine will cease to accrue and remaining any unpaid balance, will be subject to a one and one-half (1 ½ %) monthly finance charge and may begin the date the charges are imposed.

E. *Request for Hearing*. In the event any Owner desires to attend a hearing or Board meeting to challenge or contest any alleged violation and possible fine, said Owner must, within 14 days from receipt of the Notice of Violation, request such hearing by notifying the

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Association, in writing, of such hearing request. In the event a proper and timely request for a hearing is not made as provided herein, the right to a hearing shall be deemed forever waived. If a hearing is not requested within the aforementioned 14-day period, the Board shall determine if there was a violation, and if so, may continue to assess a reasonable fine within the guidelines contained in these Rules, all within 60 days of the expiration of the aforementioned 14-day period. The fine assessment is due and payable immediately upon receipt of notice of the said assessment. The Association's managing agent shall give notice of said assessment to the applicable Owner as provided in these Policies and Procedures. In requesting a hearing before the Association, an Owner shall state and describe the grounds and basis for challenging or denying the alleged violation as well as such other information the Owner deems pertinent.

F. *Discovery*. Upon written request to the Association, not later than ten days prior to the date of hearing, the Owner shall be entitled to: (a) obtain the names and addresses of witnesses, to the extent known to the Association, and (b) inspect and make copies of any statements, writings and investigative reports relative to the case contained in the Association's records. Nothing in this section shall, however, authorize the inspection or copying of any writing or other thing which is privileged from disclosure by law or otherwise made confidential or protected, such as attorney work product.

G. *Board to Conduct Hearing*. The Board shall hear and decide cases set for hearing pursuant to these Policies and Procedures. The Board may appoint an officer or other Owner to act as the presiding officer (the "Presiding Officer") at any of the hearings.

H. *Conflicts*. It shall be incumbent upon each Board member to make a determination as to whether s/he is able to function in a disinterested and objective manner in consideration on each hearing before the Board. Any Board member incapable of objective and disinterested consideration on any hearing before the Association shall disclose such to the President of the Association prior to the hearing on the case, if possible, or, if advance notice is not possible, then such disclosure shall be made at the hearing, and said Board member shall be disqualified from all proceedings with regard to the hearing. If disqualification of any Board member(s) results in an even number of remaining Board members eligible to hear a case, the Presiding Officer shall appoint an Association member, in good standing, to serve as a voting member of the hearing board.

I. *Hearing*. Each hearing shall be held at the scheduled time, place and date, provided that the Presiding Officer may grant continuances for good cause. At the beginning of each hearing, the Presiding Officer shall explain the rules, procedures and guidelines by which the hearing shall be conducted and shall introduce the case before the Board by Reading the notice of hearing. The general procedure for hearing shall consist of opening statements by each party; presentation of testimony and evidence, including cross-examination of witnesses by each party; and closing statements by each party. Notwithstanding the foregoing, the Board may exercise its discretion as to the specific manner in which a hearing shall be conducted and shall be authorized to question witnesses, review evidence and take such other reasonable action during the course

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of the hearing which it may deem appropriate or desirable to permit the Board to reach a just decision in the case. Rules of law regarding trials and presentation of evidence and witnesses shall be applicable to the hearing insofar as the Presiding Officer deems adherence to such rules of law to be in the interests of justice; provided that any relevant evidence should be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the course of serious affairs. The decision of the Board at each hearing shall be based on the matters set forth in the notice of hearing, request for hearing and such evidence as may be presented at the hearing. Unless otherwise determined by the Board of Directors, all hearings shall be open to attendance by all members of the Association.

J. *Decision*. After all testimony and other evidence have been presented to the Board at a hearing, the Board shall render its decision thereon within ten (10) days after the hearing. A decision, either a finding for or against the Owner, shall be by a majority of the Board. The Board shall issue written findings of fact and conclusions, and, if applicable, shall impose a reasonable fine as provided in the Association's Rules. The Board may also issue and present for recording with the Clerk and Recorder of Eagle County, Colorado, a notice of finding of violation. Upon satisfactory compliance with the Association's governing documents, the notice may be released by the Association issuing and recording a release of notice of findings of violations.

K. *Enforcement and Attorney's Fees*. In accordance with the Declaration, Bylaws and Rules, it is hereby declared to be the intention of the Association to enforce the provisions by of the Documents by any and all means available to the Association at law or in equity, and to seek recovery and reimbursement of all attorney's fees, Association expenses and costs incurred by the Association in connection therewith.

V. Inspection and Copying of Records

The Association will maintain, retain and produce Association records in accordance with the procedures and requirements set forth in the Colorado Not-for-Profit Corporation Act, Colorado Common Ownership Interest Act and Association's governing documents, including the declaration, articles of incorporation, bylaws and this policy. The following policy (the "Policy") conforms with C.R.S. §§ 38-33.3-209.4, 209.5 and 317, and shall apply to the inspection and copying of the Association's records:

1. All Association records must be maintained in a form that allows conversion into written form in a reasonable time.

2. The following records **will be maintained** at the Association's principal office and shall be considered the sole records of the Association for purposes of document retention and production to owners:

   a. Detailed records or receipts and expenditures affecting the operation and

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administration of the Association;

b. Records of claims for construction defects and amounts received pursuant to settlement of those claims;

c. Minutes of all meetings of the owners and the Board, a record of all actions taken by the owners and the Board without a meeting, and a record of all actions taken by any committee of the Board;

d. Written communications among, and votes cast by the Board that are: (i) directly related to an action taken by the Board without a meeting pursuant to C.R.S. § 7-128-202; or (ii) directly related to an action taken by the Board without a meeting pursuant to the Association's bylaws;

e. The names of owners in a form that permits preparation of a list of names of all owners and the physical mailing addresses at which the Association communicates with them, showing the number of votes each owner is entitled to vote;

f. The Association's current declaration, covenants, bylaws, articles of incorporation, rules and regulations, responsible governance policies adopted pursuant to C.R.S. § 38-33.3-209.5, and other policies adopted by the Board;

g. Financial statements as described as in C.R.S. § 7-136-106 for the past three years and tax returns of the Association for the past seven years, to the extent available;

h. A list of the names, email addresses and physical mailing addresses of the current Board members and officers;

i. The Association's most recent annual report (if any) delivered to the Secretary of State;

j. Financial records sufficiently detailed to enable the Association to comply with C.R.S. § 38-33.3-316(8) concerning statements of unpaid assessments, to be sent by certified mail, return receipt requested, so they are received by the requesting party within fourteen days of the Association's receipt of request;

k. The Association's most current reserve study (if any);

l. Current written contracts to which the Association is a party and contracts for work performed for the Association within the immediately preceding two years;

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2.

m. Records of Board or Committee actions to approve or deny any requests for design or architectural approval from owners;

n. Ballots, proxies and other records related to voting by owners for one year after the election, action or vote to which they relate;

o. Resolutions adopted by its Board relating to the characteristics, qualifications, limitations, and obligations of members of any class or category of members; and

p. All written communications within the past three years to all owners generally as owners.

3. An owner or owner's authorized agent may inspect and copy Association records during normal business hours if the owner or authorized agent has submitted a written request, describing with reasonable particularity the records sought, at least ten days prior to the inspection or production of documents. The Association's "Request to Inspect Records" form is attached to and made a part of this Policy. The Association may not condition the production of records upon the statement of a proper purpose.

4. Notwithstanding Paragraph 3 above, a membership list or any part thereof may not be obtained or used by any person for any purpose unrelated to an owner's interest as an owner without the consent of the Board. Without limiting the generality of this Paragraph 4, without the consent of the Board, a membership list or any part thereof may not be:

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

b. Used for any commercial purpose; or

c. Sold to or purchased by any person.

5. Records maintained by the Association **may be withheld** from inspection and copying to the extent that they are or concern:

a. Architectural drawings, plans, and designs, unless released upon the written consent of the legal owners of the drawings, plans, or designs;

b. Contracts, leases, bids or records related to transactions to purchase or provide

2.
goods or services that are currently in or under negotiations;

c. Communications with legal counsel that are otherwise protected by attorney-client privilege or the attorney work product doctrine;

d. Disclosure of information in violation of law;

e. Records of an executive session of the Board; or

f. Records relating to or concerning individual units other than those of the requesting owner.

6. Records maintained by the Association are not subject to inspection and copying, and **must be withheld**, to the extent that they are or concern:

a. Personnel, salary, or medical records relating to specific individuals; and

b. Personal identification and account information of members, including bank account information, telephone numbers, email addresses, driver's license numbers, and social security numbers.

7. The Association will impose a reasonable charge, which may be collected in advance and will cover costs of labor and material, for copies of Association records. The charge may not exceed the estimated cost of production and reproduction of the records.

8. A right to copy records under this Policy includes the right to receive copies by photocopying or other means, including the receipt of copies through an electronic transmission if available, upon request of an owner.

9. The Association is not obligated to compile or synthesize information.

10. Association records and the information contained within those records shall not be used for commercial purposes.

11. Upon request, the selling unit owner shall either provide to the buyer or authorize the Association to provide to the buyer, upon payment of the Association's usual fee pursuant to Paragraph 7 above, all the common interest community's governing documents and financial documents, as listed in the most recent version of the contract to buy and sell real estate promulgated by the real estate commission as of the date of the contract.

12. Audits or reviews of the books and records of the Association shall be done at the discretion of the Board or upon owner request as follows:

2.

a. An audit is required only if the Association has annual revenues or expenditures of at least $250,000 and owners of at least one-third of the units represented by the Association request in writing an audit.

b. A review is required only when requested in writing by the owners of at least one-third of the units represented by the Association.

c. Copies of audits or reviews shall be available on request to any owner within thirty days after completion.

13. Within ninety days after the change or any of the following, the Association will give written notice to the owners of the following items by first class mail, personal delivery, a binder at the principal place of business, or posting on the Association's website:

a. Name of the Association and the common interest community;

b. Name and address of the management company, if any;

c. Physical address and phone number for the Association and the designated agent or management company; and

d. Date of recording of the Declaration and recording information.

14. Within ninety days after the end of each fiscal year, the Association will make the following information available to owners by first class mail, personal delivery, a binder at the principal place of business, or posting on the Association's website:

a. Date the Association's fiscal year begins;

b. Operating budget for the current year;

c. List of current regular and special assessments, by unit type;

d. Annual financial statements, including reserves, if any;

e. Results of most recent audit or review;

f. List of all the Association insurance policies (property, general liability, director and officer liability, fidelity), including companies, policy limits and deductibles, additional insureds, and expiration dates;

2.

g. The Association bylaws, articles and rules and regulations;

h. Minutes of the Board and member meetings for the prior fiscal year; and

i. The Association's "Responsible Governance Policies."

VI. Standard of Care for Directors Investing Reserve Funds.

A. Directors and officers must meet the standards of care outlined in the Colorado Revised Nonprofit Code when investing association reserve funds. The standards require directors and officers to act:

(1) in good faith;

(2) with the care an ordinarily prudent person in a like situation would exercise under similar circumstances; and

(3) in a manner the director or officer reasonably believes to be in the best interest of the association.

B. In discharging their duties, directors and officers may rely on other people on matters that the directors or officers reasonably believe are within that person's professional or expert competence.

VII. Adoption and amendment of policies, procedures, and rules.

The Executive Board may from time to time adopt and amend the policies, procedures and rules and regulations concerning the Community, except the new policy, procedure, rule or amendment shall not amend the terms of the Declaration which may only be amended as provided therein. Such amendments are valid and enforceable against an Owner only if:

(a) Their purpose is to promote the convenience, safety, or welfare of the Owners;
(b) They are reasonably related to the purpose for which they are adopted;
(c) They are not retaliatory or discriminatory in nature;
(d) They are sufficiently explicit in prohibition, direction, or limitation of the Owner's conduct to fairly inform him of what he must or must not do to comply.

In order to adopt or amend a policy, procedure, or rule and regulation, the Board shall approve the same in accordance with the Bylaws and send notice of the newly-adopted policy, procedure, rule and regulation to the Owners via first class mail or email (if the Owner has provided an email address to the Association). No policy, procedure, or rule and regulation shall be effective until sent to the Owners.

VIII. Alternative Dispute Resolution Policy

2.

The following policy regarding Alternative Dispute Resolution is applicable except in the case of the Association's collection of assessments or enforcement of the covenants, bylaws, or rules and regulations of the Association by the Association:

A. *Meeting with Board.* In the event of any dispute involving the Association and an Owner, it is the intention of the Association to resolve the dispute informally and without the need for litigation. The Owner or the Association shall notify the other in writing of the claim, stating (i) the nature of the Claim, including the date, time, location, persons involved, (ii) the basis of the claim (i.e. the provisions of the Declaration, the Bylaws, the Articles, Rules or Regulations or other authority out of which the claim arises); (iii) what the claimant wants the other to do or not do to resolve the claim; and (iv) that claimant wishes to resolve the claim by mutual agreement and is willing to meet in person with the other at a mutually agreeable time and place to discuss in good faith ways to resolve the claim.

The parties shall make every reasonable effort to meet either in person or by conference call to resolve the claim by good faith negotiation.

B. *Mediation.* If a meeting is unsuccessful or does not occur, all claims or disputes, except in the case of the collection of assessments, shall be initially submitted to mediation in good faith. The parties shall jointly appoint a mediator and will share equally in the cost of mediation. If a party does not respond within ten (10) days of receipt of a request to mediate or if the parties cannot agree on a mediator within ten (10) days of the request, the mediation requirement shall be deemed fulfilled. If mediation does occur, it shall be completed within thirty (30) days from the date of request.

If mediation is unsuccessful or does not occur, the parties may pursue their claims via the appropriate court or submit the dispute to binding arbitration.

C. Binding Arbitration. If the matter cannot be resolved by mediation of otherwise within thirty (30) days of the request for mediation, alternative dispute resolution (ADR) in the form of Binding Arbitration may be pursued if both the Owner and the Association agree.

D. This policy is an agreement of the Association and Owners to mediate and/or arbitrate all claims except the stated exceptions and is specifically enforceable under the applicable arbitration law of the State of Colorado. The arbitration shall be final and binding and judgment may be entered upon it in any court of competent jurisdiction to the fullest extent permitted under the laws of the State of Colorado.

D. *Costs.* If the claims are resolved through negotiation as provided above, each party shall bear all of its own costs incurred in resolving the claim, including its attorney fees, unless the parties otherwise agree. If the claims are not resolved through negotiation and the claim goes to arbitration, the prevailing party shall receive as a part of its award from the opposing party all

2.

of its costs, including attorney fees, and any expenses incurred as a result of the dispute resolution procedures of this policy.

E. *Deviations.* The Board may deviate from the procedures set forth in this policy if in its sole discretion such deviation is reasonable under the circumstances.

F. *Amendment.* This policy may be amended from time to time by the Board of Directors.

IX. Reserve Requirements

A. *Funding*. After receipt of any reserve study or any updates thereto, the Board of Directors of the Association shall establish a funding plan or update the funding plan and then adjust the assessments allocated for the Reserve Fund (as defined herein) to match the requirements identified by the reserve study or update. All assessments placed in the Reserve Fund shall be in accordance with the Association's policy then in effect regarding investment of reserve funds.

B. *Deviations*. The board may deviate from the procedures set forth in this policy if in its sole discretion such deviation is reasonable under the circumstances.

A. *Reserve Studies*. The Association shall arrange for its reserve studies when the Board of Directors determines it is necessary. After the initial reserve study, the Board of Directions shall arrange for an update every five years.

(a) All reserve studies and updates shall be based on both a physical analysis and a financial analysis of the portions of the Association which are maintained, repaired, replaced and subject to improvement by the Association.
(b) All reserve studies and updates shall include an inventory, a condition assessment based on a site inspection and contain an estimate of remaining useful life.

B. *Funding*. After receipt of the initial reserve study or any updates thereto, the Board of Directors of the Association shall establish a funding plan or update the funding plan and then adjust the assessments allocated for the Reserve Fund to match the requirements identified by the reserve study or update. All assessments placed in the Reserve Fund shall be in accordance with the Association's policy then in effect regarding investment of reserve funds.

C. *Deviations*. The Board may deviate from the procedures set forth in this policy if, in its sole discretion, it finds such deviation is reasonable under the circumstances.

X. Miscellaneous.

2.

A. Notwithstanding anything herein to the contrary, the Association reserves the right, at any time and from time to time hereafter, to modify, amend, repeal and/or re-enact these Policies and Procedures in accordance with the Declaration, Bylaws and applicable law. The Board or its management company shall send notice of the newly-adopted policy, procedure, rule and regulation to the Owners via first class mail or email (if the Owner has provided an email address to the Association). No policy, procedure, or rule and regulation shall be effective until sent to the Owners.

B. The Board and its management company are empowered to enforce these Policies and Procedures. All Policies and Procedures shall be in effect at all times.

C. Failure by the Association, the Board or any person to enforce any provision of these Policies and Procedures shall in no event be deemed to be a waiver of the right to do so thereafter.

D. The Provisions of these Policies and Procedures shall be deemed to be independent and several, and the invalidity of anyone or more of the provisions hereof, or any portion thereof, by judgment or decree of any court of competent jurisdiction, shall in no way affect the validity or enforceability of the remaining provisions, which provisions shall remain in full force and effect.

E. Unless the context provides or requires to the contrary, the use of the singular herein shall include the plural, the use of the plural shall include the singular and the use of any gender shall include all genders.

F. The captions to the sections are inserted herein only as a matter of convenience and for reference, and are in no way to be construed so as to define, limit or otherwise describe the scope of these policies and procedures or the intent of any provision hereof.

These Policies were adopted this ___ day of _____, _____ by resolution of the Board of Directors of the COAL SEAM Owners Association, a Colorado nonprofit corporation.

COAL SEAM Owners Association

By: _____
President

ATTESTED:

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By: _____
Secretary

DRAFT

2.

ADDENDUM A

REQUEST TO INSPECT RECORDS

This written request is pursuant to the Policy on Records Inspection of the COAL SEAM Owners Association.

To: _____
c/o _____ (Management)

Address: _____

Email: _____

Date of this Request: _____, 20___

Date you or your agent intends to inspect the records (Must be at least 10 days after date of request): _____, 20___

Person(s) requesting Inspection of the Association's records: _____
_____

Person(s) who will be present for the review of the Association's records: _____
_____

Please note that all actual costs of inspection and any authorized copies must be paid in advance by the person requesting them.

Specify with particularity the records requested for Inspection. Please include type and date(s) of record, indication of those records for which you request a copy, and any specifics that will identify the information you seek to review. If necessary, use additional sheets.

Record	**Date**
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

DRAFT

2.

Name: _____
Date: _____
Address: _____
Authorized by: _____

DRAFT

EXHIBIT K

Weed + Dust Management Plan

theSTEVENSgroup
Landscape Architecture
Site Development

May 30, 2024

Weed and Dust Management Plan
Coal Seam Mixed Use Development

Proposed Development

The proposed development calls for the construction of a 71 room hotel, retail space, restaurant, residential, all associated parking and circulation. The anticipated construction start date, following land use approvals, is Spring 2025. It is anticipated that all construction will occur during a single construction phase which will require approximately 18 months to complete.

Overview

Excavation for utilities and building foundations will require heavy equipment to be on site for approximately four months. The anticipated equipment will include, but not be limited to, track excavator, front end loader, compactor (sheep's foot and smooth drum). The site represents a net export of material so tandem axle dump trucks will be circulating through the site taking excavated material to a remote dump site. During the heavy excavation, dust management will be required.

Dust management

The Town of New Castle identifies methods for dust suppression within the Public Works Manual dated 2022 in Section 2150, Dust Suppression. This project will adhere to these requirements. In general, a water delivery vehicle, either truck or trailer, will be on site during all excavation and backfill operations for buildings and parking areas. Water will be applied to immediate construction areas by spray method. Application rate shall be sufficient to retard dust while not creating mud. This method of dust suppression shall be used during all construction activities that have the potential to create dust. No chemicals will be applied, with the spray being limited to water.

Weed Control

During actual construction activities, weed germination is minimal due to traffic, both vehicular and human. Once the structures are nearing completion and activity is limited to interior work is when weed germination begins to happen. During this period, and until landscape construction begins, weeds will be sprayed with a commercially available weed suppressant as needed. Landscaping will occur within the first growing season after building and parking construction completion. From the time landscape construction is complete and seed has reached full germination, hand weeding will be required. Landscape maintenance will be contracted immediately following completion of landscape construction.

EXHIBIT L

Fiscal Impact Study

COAL SEAM MIXED USE DEVELOPMENT

Fiscal Impact Analysis

Revised May 13, 2025

Introduction

Coal Seam, LLC has prepared a fiscal impact study of the Coal Seam Mixed Use combined Preliminary and Final Plan Application. The project is located at Lot 1 of the River Park PUD, in the Town of New Castle, Colorado. Coal Seam, LLC. is proposing to develop a 71-room hotel, restaurant, 7 mixed use commercial spaces consistent with the allowed and conditional uses included in Sections 17.60.020 and 17.60.030 of the New Castle Land Use Code, and 11 rental apartments reserved for employees of this development.

According to the Town's Preliminary Plan checklist, a calculation of "projected ongoing revenues and costs to be received or incurred by the town as a result of development proposed in the application" is required. Such calculations shall be provided for the first 15 years after full development of the proposed subdivision.

In this analysis, revenues to be received and costs to be incurred as a result of the proposed development have been projected out to 2045 on the basis of available data and various assumptions. The projection period through 2045 is intended to capture ongoing impacts for the first 15 years following full build-out.

According to the Town's 2024 adopted budget:

> *During the past few years New Castle has experienced high inflation, swiftly rising housing costs, labor shortages, high construction costs, rising operational costs, and other challenges that were not in place prior to the COVID pandemic. Despite these challenges, New Castle has been able to maintain or in some cases expand on its' services and commitment to the community. New Castle remains committed to being fiscally responsible, forward-thinking, and protective of our strong community values. We understand why residents choose to call New Castle their home and stand determined to manage the town's finances and resources in the best interest of those that we serve.*

On the basis of various assumptions—such building cost per square foot, annual mixed-use revenue, and others—we will estimate the economic impact arising from construction of the hotel and from the mixed use commercial and rental residential units over time.

Methodology

To study the fiscal impacts of the proposed development, Coal Seam, LLC. constructed a build-out–proforma model. The number of units by type, phasing, and construction costs were used to create a build-out model of the development occurring over two years from 2026 through 2027.

The financial impacts of construction were estimated using a detailed line-item estimate based on preliminary construction bids. Total construction cost is estimated to be $14,409,000 million, not including soft costs such as architecture. This amount was reduced to 60 percent, or $8,645,400 million, to conservatively capture only local impact.

Property tax impacts are inferred for each type of proposed property based on comparable property assessments and using New Castle's 8.2 mill levy. The property is currently taxed as vacant commercial property and the 2024 tax burden was $8,367.04. Once the hotel is developed, Lot 1 would be taxed as Lodging at the 5.0 percent assessment rate. Lot 2 will be taxed as commercial and residential. The current property tax paid on this parcel is netted out of estimates of future property tax revenues. All revenues and expenses are assumed to escalate at 2.5 percent, annually.

Total property tax impacts are also estimated; these include revenue for school, water, transportation, and other jurisdictions in addition to the Town of New Castle.

Results

PROJECTED REVENUE

The proposed development includes 11 residential units made up of 1 and 2 bedroom units. This yields a slightly lower number of people per housing units, 1.75. The 11 units times 1.75 gives an estimated total of 19.25 residents, rounded to 19

The $14.4 million construction investment modeled would generate a direct revenue impact of over $5 million over 15 years of operation.

Construction Use Tax during construction, at a rate of 2% of 45% of total construction costs would yield the following estimated amounts:

Hotel	$10,560,000.00 x .45 x .02 =$95,850.00
Commercial	$1,116,000.00 x .45 x .02 = $10,044.00
Restaurant Space	$976.000.00 x .45 x .02 = $8,775.00
Residential Space	$1,668,000.00 x .45 x .02 = $15,012.00
TOTAL	$14,409,000

TOTAL EST. USE TAX	**$129,681.00**

Water and Sewer Tap Fees to be paid during the construction phase at a rate of $6,000.00 per water EQR and $6,000.00 per sewer tap.

Water Tap Fee – 50.09 EQR x $6,000/EQR =	$300,540.00
Water Surcharge Fee	$75,132.00
Sewer Tap Fee – 50.09 EQR x $6,000/EQR =	$300,540.00
Sewer Surcharge Fee	$100,176.00
Dedication Fee	$300,528.00
TOTAL	

TOTAL COMBINED WATER AND SEWER TAP FEE	**$1,076,916.00**

Lodging Tax is based on a 71-room buildout. Estimated occupancy rate is 65% and the anticipated nightly rental is $145.00.

71 Rooms x 65% = 46 average daily occupancy

46 Rooms x $145.00 = $6,670 average daily revenue

$6,670 x 365 days per year = $2,434,550 average yearly revenue

$2,434,550 x 5% Lodging Tax = $121,727.50

TOTAL LODGING TAX YEAR ONE OF BUSINESS	**$121,727.50**

Sales Tax is based on yearly average for the New Castle area and calculated based on a rental rate of $25/sq. ft plus $3/sq. ft. triple net for a total of $28/sq. ft. Per 1,000 square feet of retail space, using the national average of 7% of revenue should be allocated to retail rent, every 1,000 square feet of space could be anticipated to produce the following;

$28/sq. ft NNN x 1,000 sq. ft = $28,000

$28,000/.07% = $400,000 annual retail revenue

$400,000 x 8.2% sales tax rate = $32,800/1,000 sq. ft./year

6,000 sq. ft. of retail space x $28,000 = $196,800 per year sales tax

TOTAL SALES TAX PER YEAR RETAIL AT 8.2%	**$196,800.00**

NET SALES TAX FOR NEW CASTLE AT 3.5%	$84,000.00

Restaurant Sales Tax has been calculated using an average of $500 of revenue per square foot of restaurant/bar space per year (AI Overview). Based on a gross square footage of 2,000, the restaurant space could be anticipated to create $1,000,000 per year in gross sales revenue. Applying the sales tax rate of 3.5% yields an anticipated yearly tax revenue of the following:

$1,000,000 x 3.5% = $35,000.00

TOTAL RESTAURANT SALES TAX PER YEAR	$35,000.00

Rental Apartment Property Tax has been estimated using the New Castle mill rate of .46 and an anticipated property valuation, once complete, of $250,000 per rental apartment, times eleven apartments

$250,000 average value x 11 units = $2,750,000

$2,750,000 x .01 = $27,500 x .46 = $12,650

TOTAL PROPERTY TAX/YR. FOR 11 RENTAL UNITS	$12,650.00

Property Tax Per Year Hotel Property has been estimated using the New Castle mill rate of .46 and an anticipated property valuation, once complete of $18,000,000

$14,409,000 x .01= $180,000 x .46 = $82,800

TOTAL PROPERTY TAX/YR. FOR HOTEL PARCEL	$66,281.40

Property Tax Per Year Commercial Parcel (less rental apartments) has been estimated using the New Castle mill rate of .46 and an anticipated property valuation, once complete of $5,000,000.

$5,000,000 x .01 = $50,000 x .46 = $23,000.00

TOTAL PROPERTY TAX/YR. FOR COMM. P[ARCEL	$23,000.00

Incremental General Fund Revenue is extrapolated from the estimated revenue and number of new residents in the development. This is revenue that results from 11 residential units with an average occupancy of 2.56 persons per unit for a total of 28 residents. Taking an average of 2021 actual through 2024 budget, we find an average of $1,073 per person.
28 residents x $1,073 = $30,044/year.

TOTAL INCREMENTAL REVENUE	$30,044.00

INITIAL REVENUE PER YEAR

CONSTRUCTION PHASE	
ANNUAL REVENUE TO NEW CASTLE – YEAR TWO WITH CONSTRUCTION USE TAX, WATER AND SEWER TAP FEES	
TOTAL	**$1,306,552.00**
OPERATIONS PHASE	
ANNUAL REVENUE TO NEW CASTLE – YEAR THREE	
TOTAL	**$389,221.50**

ANNUAL REVENUE

YEARS 3 THROUGH FIFTEEN

Year 3	$389,221.50	Year 10	$462,662.05
Year 4	$398,952.04	Year 11	$474,228.60
Year 5	$408,925.94	Year 12	$486,084.32
Year 6	$419,148.98	Year 13	$498,236.43
Year 7	$429,627.71	Year 14	$510,692.34
Year 8	$440,368.40	Year 15	$523,459.65
Year 9	$451,377.61		
TOTAL REVENUE OVER 15 YEARS			**$5,503.763.97**

PROJECTED EXPENSES

The incremental increased costs incurred by the Town are estimated by taking the average general fund expenditure per person for the years 2021 to 2024 budget ($985 per person). This has used to establish an estimated expense per year for the proposed projects, all uses, beginning in year three, the first year of operation. It too can be appreciated over a fifteen-year period at a rate of 2.5%.

Residential Uses

11 units projected to house 19 residents

19 residents x $985.00 per resident = $18,715 per year

TOTAL RESIDENTIAL EXPENSE $18,715.00/YEAR

Hotel Use

The proposed hotel has 71 rooms with an anticipated average occupancy rate of 65%. This yields an average nightly room rental of 46 units. The average unit is occupied by 2 people. The average stay is 12 hours, or .5 of a day.

46 rooms x 2 residents x .5 = 46 residents

46 residents x $985.00 per resident = $45,310.00 per year

TOTAL HOTEL RESIDENTIAL EXPENSE $45,310.00/YEAR

Restaurant Use

The restaurant is anticipated to seat 60 people. Primary hours of operation are anticipated to be between 5:00 pm and 11:00pm or 6 hours or .25 of a day of use. It is anticipated that an average stay per user is 1.5 hours, or 4 turnovers per table. The anticipated occupancy on an average basis is 66% or 40 people.

40 People x .25 = 10 full time equivalents
10 full time equivalents x $985.00 per equivalent = $9,850.00/year

TOTAL RESTAURANT EQUIVALENT RESIDENT EXPENSE $9,850.00/YEAR

Retail/Commercial Use

The retail/commercial space will consist of four spaces. It is anticipated that each space will see, on average 2 people working at a time. It is further anticipated that 2 customers will be in the space, on average, each hour of operation. This creates an employee/customer residential equivalent of four per space, or 16 total.

Hours of operation could be as high as 12 hours or .5 of a day.

16 resident equivalents x .5 = 8 resident equivalents
8 resident equivalents x $985.00 per equivalent - $7,880.00/year

TOTAL EMPLOYEE/CUSTOMER EQUIVALENT EXPENSE	$7,880.00/YEAR

TOTAL YEARLY EXPENSE TO THE TOWN, YEAR 3	$81,775.00/YEAR

ANNUAL EXPENSE
YEARS THREE THROUGH 15

Year 3	$81,775.00	Year 10	$97,204.78
Year 4	$83,819.38	Year 11	$99,634.90
Year 5	$85,914.86	Year 12	$102,125.77
Year 6	$88,062.73	Year 13	$104,678.91
Year 7	$90,264.30	Year 14	$107,295.89
Year 8	$92,520.91	Year 15	$109,978.28
Year 9	94,833.93		
TOTAL EXPENSE OVER 15 YEARS			**$1,156,334.63**

SUMMARY

	Revenue to Town	Expense to Town
Construction Phase 1	**$1,306,552.00**	**$0.00**
Operation Phase 2, Year 3	**$389,221.50**	**$81,775.00**
Operation Phase 2, Fifteen year	**$5,503,763.97**	**$1,156,334.63**

EXHIBIT M

Will Serve Letters

RED
ARCHITECTURE | INTERIORS | LIGHTING

Caet May <caetm@redroom-design.com>

7051 335 County Road, New Castle, Colorado 81647

Killian - CDOT, Brian <brian.killian@state.co.us> Tue, Jun 4, 2024 at 9:53 AM
To: Caet May <caetm@redroom-design.com>
Cc: Tyniele Jordaan <tynielej@redroom-design.com>, Abdi Pirzadeh <Abdi@aspenbuilt.net>, Tom Steven <Tom@aspenbuilt.net>, Kandis Aggen - CDOT <kandis.aggen@state.co.us>

Caet,

Overall, CDOT has no comment since this is out of our jurisdiction, however, if the access creates safety and operational issues at the interchange, something will need to be done to mitigate the problems.

Per your proposed access location, the access will become a right-in-right out when a roundabout is installed. I wanted you to be aware of that. CDOT has no timeline on the roundabout construction, but it will eventually happen.

CDOT has no additional comments on the access.

Thanks,

Brian Killian
Region 3 Access Program Manager
Traffic & Safety

COLORADO
Department of Transportation

P 970-683-6284 | C 970-210-1101 | F 970-683-6290
222 S. 6th St, Room 100 Grand Junction, CO 81501
brian.killian@state.co.us | www.codot.gov | www.cotrip.org

On Fri, May 31, 2024 at 4:25 PM Caet May <caetm@redroom-design.com> wrote:
[Quoted text hidden]

WILL SERVE LETTER

May 30, 2024

Abdi Pirzadeh
110 Spur Dr
Glenwood Springs CO 81601

Re: The Coal Seam LLC Development

Dear Abdi,

This letter is to confirm that Xcel Energy is your utility provider for natural gas and electric service. In accordance with our tariffs, on file with and approved by the Colorado Public Utilities Commission, gas and electric facilities can be made available to serve the project at 7051 County Road 335, New Castle CO 81647. The cost, and whether any reinforcements or extensions are required, for the Company to provide those facilities will be determined by your designer upon receipt of application and project plans.

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

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

An estimated scheduled in-service date will be provided once these requirements have been met. It is important to keep in mind that the terms and conditions of utility service, per our tariffs, require that you provide adequate space and an easement on your property for all gas and electric facilities required to serve your project, including but not limited to gas and electrical lines and meters, transformers, and pedestals. General guidelines for requirements can be found on our website at xcelenergy.com/InstallAndConnect.

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

Sincerely,

Sam Wakefield
Xcel Energy Planner

Mailing address: Xcel Energy
1995 Howard Ave
Rifle, CO 81650

EXHIBIT N

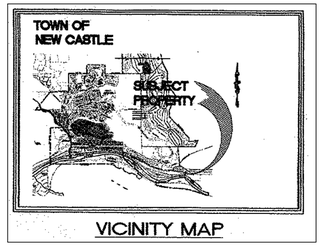
Drawing Package

Plat (Pinnacle Design Consulting Group)
Survey (Tuttle Surveying Services, Inc.)
Floodplain Maps (Schmueser Gordan Meye Engineers & Surveyors)
Civil Utility Plan (Pinnacle Design Consulting Group)
Civil Drainage + Erosion Plan (Pinnacle Design Consulting Group)
Landscape + Irrigation Plan (The Stevens Group, Inc.)
Rockfall Mitigation Plan (CTL Thompson)
Architectural Site Plan (RED Room Design, LLC)
Architectural Lot Coverage (RED Room Design, LLC)
Architectural Floor Plans (RED Room Design, LLC)
Architectural Elevations (RED Room Design, LLC)
Architectural 3D Renderings (RED Room Design, LLC)
Structural Retaining Wall Plan (BWR)

FINAL SUBDIVISION PLAT & FINAL P.U.D. DEVELOPMENT PLAN

LOT 1 HIGHWAY P.U.D.

A RESUBDIVISION OF LOT 1, RIVERSIDE PARK P.U.D.
TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO



VICINITY MAP

FEET 30 0 30 FEET
GRAPHIC SCALE
1 inch = 30 ft.

LEGEND
- PROPERTY LINE
- EASEMENT LINE AS DESCRIBED
- TO BE SET CORNER YPC LS 38751

N 89°1'15" E 647.64'
N 63°7'41" E 210.84'
208.78'
20' SETBACK
2.06'
Lot 3
Found 3.25" Aluminum Cap CDOT
BRUCE ROAD
N 13°48'42" E 191.61'
20' SETBACK
Found 5\8' Rebar with Red Plastic Cap (Illegible)
Colorado River
Edge of River
Lot 1
254,499 Sq Ft
5.84 Ac.
Lot 1A
178,622 Sq Ft
4.100 Ac.
Lot 1B
75,877 Sq Ft
1.74 Ac.
Non-Exclusive Utility Easement per this plat
7' SETBACK
N7° 59' 53.41" E 841.88'
20' SETBACK
S 4°8'53" W 460.85'
50' SETBACK
C1
Found 5\8' Rebar no cap
15.0' Non-Exclusive Utility Easement Per Rec.No. 554720
S 85°51'7" E 52.53'
Lot 2
88.0'
N 85°51'7" W 52.00'
Non-Exclusive Utility Easement Per Rec. No. 554721
S 5°8'53" W 78.46'
N 4°8'53" E 113.74'
N 4°8'35" E 75.23'
S 4°8'53" W 116.17'
Non-Exclusive Utility Easement Per Rec. No. 572449
L1
County Road No. 335
208.78'
L2
83.72
C2
W 83°11'42" W 52.58'
S 83°24'59" W 25.02'
Found 1/2" Rebar with Red Plastic Cap
Existing Asphalt Path (width varies 6.5-7.5')
Found 5\8' Rebar with Red Plastic Cap (Illegible)
Found 5\8' Rebar no cap

NOTES

1. THIS PROPERTY IS SUBJECT TO THE RESERVATIONS, RESTRICTIONS, COVENANTS, AND EASEMENTS OF RECORD IN PLACE.

2. DATE OF THE SURVEY WAS MAY 2024.

3. THIS SURVEY IS BASED UPON THE PLAT OF THE RIVERSIDE PARK SUBDIVISION, LOT 1. RECORDED AS RECEPTION NO. 548663, IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO AND EXISTING CORNERS FOUND IN PLACE.

4. THERE SHALL BE A BLANKET UTILITY AND ACCESS EASEMENT UNDER THE PARKING LOT AND SIDEWALK AREAS AS CONSTRUCTED.

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS THAT _____ BEING SOLE OWNER(S) IN FEE SIMPLE OF ALL THAT REAL PROPERTY DESCRIBED AS FOLLOWS: ALL THAT PART OF LOT 1, RIVERSIDE VILLAGE SUBDIVISION RECORDED AS RECEPTION NO. 548663 IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO AND CONTAINING 5.84 ACRES, MORE OR LESS; HAVE BY THESE PRESENTS LAID OUT, PLATTED AND SUBDIVIDED THE SAME INTO LOTS AND BLOCKS AS SHOWN HEREON AND DESIGNATE THE SAME AS _____ IN THE TOWN OF NEW CASTLE, COUNTY OF GARFIELD, STATE OF COLORADO; AND DO HEREBY GRANT TO THE TOWN OF NEW CASTLE, COUNTY OF GARFIELD, COLORADO, FOR PUBLIC USE THE STREETS SHOWN HEREON, INCLUDING AVENUES, DRIVES, COURTS, PLACES AND ALLEYS, THE PUBLIC LANDS SHOWN HEREON FOR THEIR INDICATED PUBLIC USE AND THE UTILITY AND DRAINAGE EASEMENTS SHOWN HEREON FOR UTILITY AND DRAINAGE PURPOSES ONLY; AND SO FURTHER STATE THAT THIS SUBDIVISION SHALL BE SUBJECT TO THE PROTECTIVE COVENANTS FILED AND RECORDED FOR THIS SUBDIVISION IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO AS DOCUMENT NO._____.

EXECUTED THIS ___ DAY OF _____, A.D. 20___.

OWNER(S) _____

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

HE FOREGOING DEDICATION WAS ACKNOWLEDGED BEFORE ME THIS ___ DAY OF ___, A.D. 20___ BY _____.

WITNESS MY HAND AND SEAL
_____
NOTARY PUBLIC

CLERK AND RECORDER?S CERTIFICATE

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER AT ___ O'CLOCK ____.M., _____, 20___, AND IS DULY RECORDED IN BOOK ___, PAGE NO.____.
_____
CLERK AND RECORDER

BY _____
DEPUTY

LIENHOLDER CONSENT AND SUBORDINATION

THE UNDERSIGNED LIENHOLDER HEREBY CONSENTS TO AND APPROVES THE RECORDING OF THIS _____ PLAT AND HEREBY SUBORDINATES ITS LIEN RECORDED AS RECEPTION NUMBER _____ IN THE REAL PROPERTY RECORDS FOR GARFIELD COUNTY THERETO.

SURVEYOR'S CERTIFICATE

I, HANS ERIC BRUCKER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE _____ AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID SUBDIVISION AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH _____ REGULATIONS GOVERNING THE SUBDIVISION OF LAND.
IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS ____ DAY OF ____, AD. 20 ___.

_____
REGISTERED LAND SURVEYOR

TITLE INSURANCE COMPANY CERTIFICATE

_____ DOES HEREBY CERTIFY THAT _____ HAS EXAMINED THE TITLE TO ALL LANDS DEDICATED AND SHOWN UPON THIS PLAT, AND TITLE TO SUCH LANDS IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES, AND ENCUMBRANCES EXCEPT AS FOLLOWS: _____
_____.

TOWN COUNCIL CERTIFICATE

This plat approved by the [Town Council/Planning Commission/Town Administrator] of the Town of New Castle, Garfield County, Colorado, this ___ day of _____, A.D. 20____, for filing with the Clerk and Recorder of Garfield County and for conveyance to the Town of the public dedications shown hereon, subject to the provision that approval in no way obligates the Town of New Castle for financing or constructing of improvements on land, streets or easements dedicated to the public except as specifically agreed to by the Town Council.

_____
Mayor

Witness my hand and the seal of the Town of New Castle.
Attest:

_____
Town Clerk

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 78°53'23" W	284.96'
L2	N 81°42'53" W	196.92'

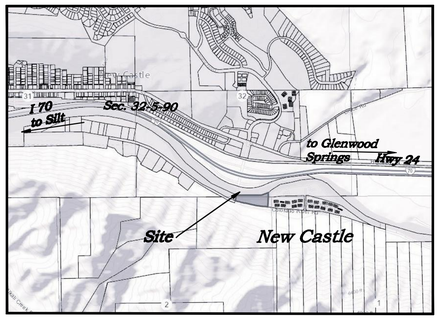
CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	BEARING	DELTA
C1	265.29'	1930.00'	132.85'	265.08'	S 74°57'7" E	7°52'32"
C2	118.53'	3570.00'	59.27'	118.52'	S 82°39'57" E	1°54'8"

TOWN OF NEW CASTLE GARFIELD COUNTY COLORADO
SCALE: 1" = 30' DATE: NOVEMBER 2024

PINNACLE DESIGN
805 BUCKPOINT ROAD
CARBONDALE, CO 81623
(970) 963-2170

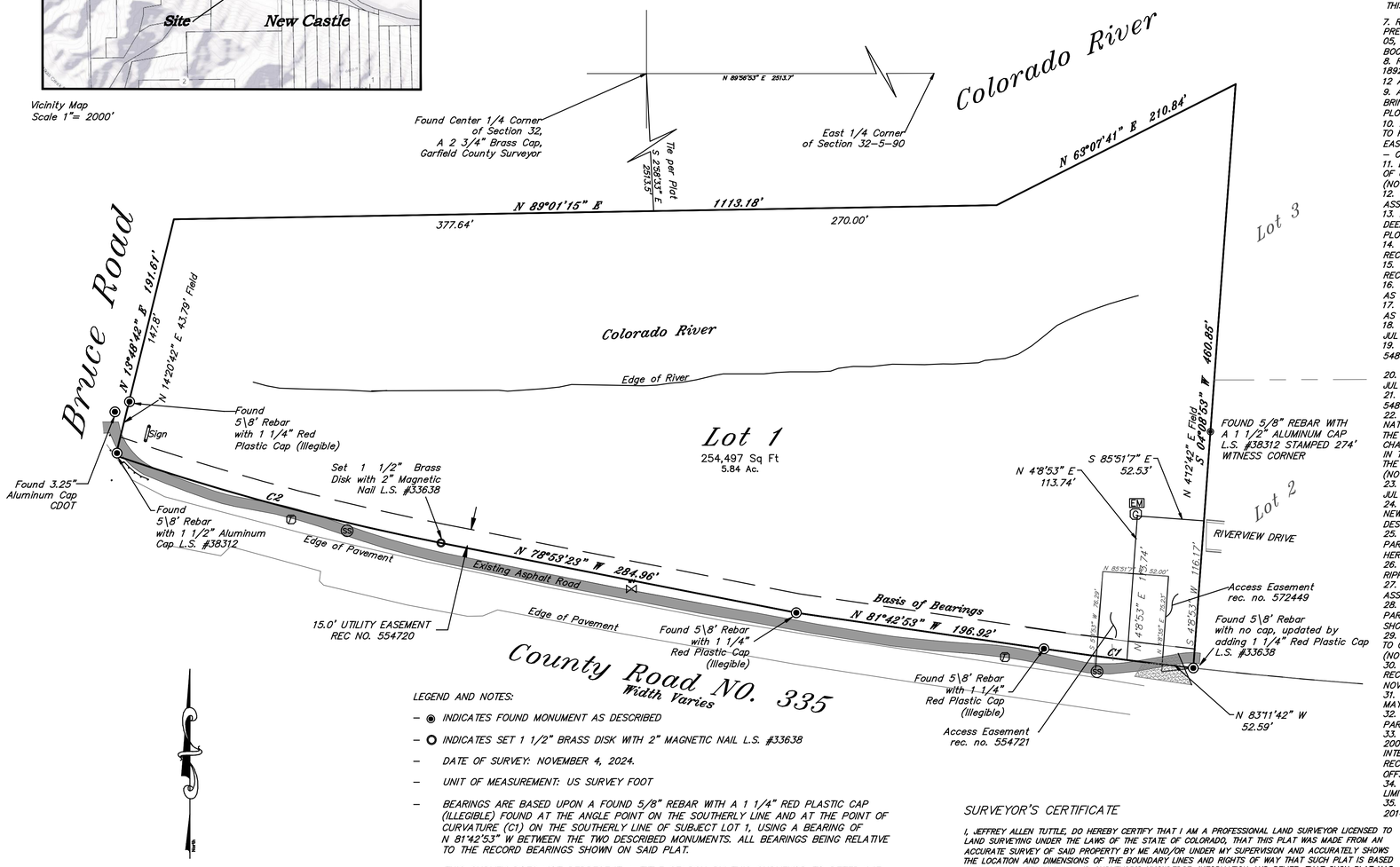
Land Survey Plat

A Parcel of Land situated in a portion of Section 2, Township 6 South, Range 91 West, and in a portion of Section 32, Township 5 South, Range 90 West of the 6th P.M., County of Garfield, State of Colorado. Being more specifically described below:



Vicinity Map
Scale 1"= 2000'

BOUNDARY CURVE TABLE						
CURVE	LENGTH	RADIUS	TANGENT	CHORD	CHD BRG	DELTA
C1	118.53'	3457.80'	59.27'	118.53'	N 82°40'53" W	1°57'51"
C1 Field				118.29'	N 82°41'36" W	
C2	265.28'	1930.00'	132.85'	265.07'	N 74°57'07" W	7°52'32"



LEGAL DESCRIPTION:

LOT 1, RIVERSIDE PARK SUBDIVISION, ACCORDING TO THE PLAT THEREOF FILED JULY 12, 1999 AS RECEPTION NO. 548663. COUNTY OF GARFIELD, STATE OF COLORADO

THIS PROPERTY IS SUBJECT TO THE FOLLOWING EXCEPTIONS PER SAID TITLE COMMITMENT NO. 0603996-C5

7. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AS RESERVED IN UNITED STATES PATENTS RECORDED JULY 11, 1892 IN BOOK 12 AT PAGE 176 AS RECEPTION NO. 14274; DECEMBER 05, 1891 IN BOOK 12 AT PAGE 84 AS RECEPTION NO. 13189; DECEMBER 21, 1891 IN BOOK 12 AT PAGE 88 AS RECEPTION NO. 13263; AND FEBRUARY 18, 1909 IN BOOK 71 AT PAGE 358 AS RECEPTION NO. 36586. (NOTHING TO PLOT)
8. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JULY 12, 1892 IN BOOK 12 AT PAGE 176 AS RECEPTION NO. 14274; DECEMBER 05, 1891 IN BOOK 12 AT PAGE 84 AS RECEPTION NO. 13263; AND FEBRUARY 18, 1909 IN BOOK 71 AT PAGE 358 AS RECEPTION NO. 36586. (NOTHING TO PLOT)
9. AN UNDIVIDED ONE-HALF (1/2) INTEREST IN OIL, GAS AND OTHER MINERAL RIGHTS, AS RESERVED BY HERBERT JOLLEY AND HERBERT L. JOLLEY IN THE DEED TO BRINKLEY B. BROWN, RECORDED JANUARY 07, 1959 AS RECEPTION NO. 203950, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. (NOTHING TO PLOT)
10. EASEMENT AND RIGHT OF WAY FOR ELECTRIC TRANSMISSION AND/OR DISTRIBUTION LINE PURPOSES, AS GRANTED BY THE COLORADO FUEL AND IRON COMPANY TO PUBLIC SERVICE COMPANY OF COLORADO, BY INSTRUMENT DATED AUGUST 20, 1926 AND RECORDED FEBRUARY 13, 1967 AS RECEPTION NO. 237088, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED THEREIN, AS AMENDED BY INSTRUMENT RECORDED JUNE 24, 1970 AS RECEPTION NO. 246724. (NOTHING TO PLOT – OFFSITE)
11. EASEMENT AND RIGHT OF WAY, AS GRANTED BY BROWN LAND AND CATTLE COMPANY, INC. TO STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, BY INSTRUMENT RECORDED FEBRUARY 13, 1970 AS RECEPTION NO. 245542, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED THEREIN. (NOTHING TO PLOT – OFFSITE)
12. COAL LEASE BETWEEN BETTY JANE RIPPY AND LEONARD E. RIPPY AND ALLEN D. GRAY, RECORDED MAY 11, 1979 AS RECEPTION NO. 294045 AND ANY AND ALL ASSIGNMENTS OR INTERESTS THEREIN. (NOTHING TO PLOT)
13. ALL INTEREST IN OIL, GAS, MINERAL AND OTHER HYDROCARBON SUBSTANCES RIGHTS, AS RESERVED BY EVERGREEN LAND AND RESOURCE COMPANY IN THE DEED TO LEONARD E. RIPPY, RECORDED MAY 29, 1990 AS RECEPTION NO. 413034, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. (NOTHING TO PLOT – OFFSITE)
14. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN AFFIDAVIT RE: BOUNDARY LINE ADJUSTMENT RECORDED MAY 29, 1990 AS RECEPTION NO. 413035. (AS SHOWN HEREON)
15. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN THE BOARD OF COUNTY COMMISSIONERS RESOLUTION NO. 92-056A, RECORDED JULY 07, 1992 AS RECEPTION NO. 436530 AND RERECORDED AUGUST 07, 1992 AS RECEPTION NO. 437792. (NOTHING TO PLOT – OFFSITE)
16. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN TOWN OF NEW CASTLE RESOLUTION NO. TC 99-3, RECORDED JULY 12, 1999 AS RECEPTION NO. 548657. (NOTHING TO PLOT – OFFSITE)
17. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN TOWN OF NEW CASTLE RESOLUTION NO. TC 99-4, RECORDED JULY 12, 1999 AS RECEPTION NO. 548658. (NOTHING TO PLOT – OFFSITE)
18. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN TOWN OF NEW CASTLE ORDINANCE NO. 99-3, SERIES OF 1999, RECORDED JULY 12, 1999 AS RECEPTION NO. 548659. (NOTHING TO PLOT – OFFSITE)
19. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN ANNEXATION AGREEMENT RECORDED JULY 12, 1999 AS RECEPTION NO. 548660. (NOTHING TO PLOT – OFFSITE)

20. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN TOWN OF NEW CASTLE ORDINANCE NO. 99-4, SERIES OF 1999, RECORDED JULY 12, 1999 AS RECEPTION NO. 548662. (NOTHING TO PLOT – OFFSITE)
21. EASEMENTS, RIGHTS OF WAY AND ALL OTHER MATTERS AS SHOWN ON THE PLAT OF RIVERSIDE PARK SUBDIVISION, FILED JULY 12, 1999 AS RECEPTION NO. 548663. (AS SHOWN HEREON)
22. ANY QUESTION, DISPUTE OR ADVERSE CLAIMS TO ANY LOSS OR GAIN OF LAND AS A RESULT OF ANY CHANGE IN THE RIVERBED LOCATION BY OTHER THAN NATURAL CAUSES, OR ALTERATION THROUGH ACCRETION, RELICTION, EROSION OR EVULSION OF THE CENTER THREAD, BANK, CHANNEL OR FLOW OF THE WATERS IN THE COLORADO (FORMERLY GRAND) RIVER LYING WITHIN THE SUBJECT LAND; AND ANY QUESTION AS TO THE LOCATION OF SUCH CENTER THREAD, BANK, BED OR CHANNEL AS A LEGAL DESCRIPTION MONUMENT OR MARKER FOR THE PURPOSES OF DESCRIBING OR LOCATING SUBJECT LANDS. NOTE: THERE ARE NO DOCUMENTS IN THE LAND RECORDS IN THE OFFICE OF THE CLERK AND RECORDER FOR GARFIELD COUNTY, COLORADO ACCURATELY LOCATING PAST OR PRESENT LOCATIONS OF THE CENTER THREAD, BANK, BED OR CHANNEL OF THE ABOVE RIVER OR INDICATING ANY ALTERATIONS OF THE SAME AS FROM TIME TO TIME MAY HAVE OCCURRED. (NOTHING TO PLOT – OFFSITE)
23. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN TOWN OF NEW CASTLE ORDINANCE NO. 99-5, SERIES OF 1999, RECORDED JULY 12, 1999 AS RECEPTION NO. 548664. (NOTHING TO PLOT – OFFSITE)
24. EASEMENT AND RIGHT OF WAY FOR INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITIES PURPOSES, AS GRANTED BY RIPPY RV ASSOCIATES, LTD. TO NEW CASTLE RIVERSIDE PARK LLC, BY INSTRUMENT RECORDED NOVEMBER 02, 1999 AS RECEPTION NO. 554720, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED THEREIN. (AS SHOWN HEREON)
25. EASEMENT AND RIGHT OF WAY FOR ACCESS AND UNDERGROUND UTILITIES PURPOSES, AS GRANTED BY RIPPY RV ASSOCIATES, LTD. TO NEW CASTLE RIVERSIDE PARK LLC, BY INSTRUMENT RECORDED NOVEMBER 02, 1999 AS RECEPTION NO. 554721, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED THEREIN. (AS SHOWN HEREON)
26. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN AGREEMENT BETWEEN NEW CASTLE RIVERSIDE PARK LLC AND LEONARD E. RIPPY, RECORDED NOVEMBER 16, 1999 AS RECEPTION NO. 555438. (NOTHING TO PLOT – OFFSITE)
27. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN AGREEMENT BETWEEN NEW CASTLE RIVERSIDE PARK, LLC AND RIPPY RV ASSOCIATES, LLC AND LEONARD RIPPY, RECORDED NOVEMBER 16, 1999 AS RECEPTION NO. 555439. (NOTHING TO PLOT – OFFSITE)
28. EASEMENT AND RIGHT OF WAY FOR ACCESS AND UNDERGROUND UTILITIES PURPOSES, AS GRANTED BY RIPPY RV ASSOCIATES, LTD. TO NEW CASTLE RIVERSIDE PARK, LLC, BY INSTRUMENT RECORDED NOVEMBER 20, 2000 AS RECEPTION NO. 572449, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED THEREIN. (AS SHOWN HEREON)
29. ALL INTEREST IN OIL, GAS, MINERAL AND OTHER HYDROCARBON SUBSTANCES RIGHTS, AS CONVEYED BY BURNING MOUNTAIN LAND AND CATTLE LLC IN THE DEED TO CB MINERALS COMPANY LLC, RECORDED JANUARY 10, 2001 AS RECEPTION NO. 574793, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN. (NOTHING TO PLOT – OFFSITE)
30. EASEMENT AND RIGHT OF WAY FOR PUBLIC ACCESS PURPOSES, AS GRANTED BY RIPPY RV ASSOCIATES, LTD. TO TOWN OF NEW CASTLE, BY INSTRUMENTS RECORDED DECEMBER 30, 1998 AS RECEPTION NO. 538043 AND DECEMBER 31, 1998 AS RECEPTION NO. 538086, AS AMENDED BY INSTRUMENT RECORDED NOVEMBER 21, 2001 AS RECEPTION NO. 592273, SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED THEREIN. (NOTHING TO PLOT – OFFSITE)
31. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN TOWN OF NEW CASTLE ORDINANCE NO. 99-26, SERIES OF 1999, RECORDED MAY 06, 2002 AS RECEPTION NO. 602850.
32. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN GARFIELD COUNTY DISTRICT COURT ORDER AND DECREE CREATING THE RIVER PARK METROPOLITAN DISTRICT RECORDED JUNE 01, 2004 AS RECEPTION NO. 653135. (NOTHING TO PLOT – OFFSITE)
33. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN TOWN OF NEW CASTLE ORDINANCE NO. 2005-1 RECORDED FEBRUARY 22, 2006 AS RECEPTION NO. 692615, AND FIRST AMENDMENT TO PHASE I SUBDIVISION IMPROVEMENTS AGREEMENT, TAP PURCHASE AGREEMENT AND INTERGOVERNMENTAL AGREEMENT FOR RIVER PARK P.U.D., RECORDED AUGUST 22, 2006 AS RECEPTION NO. 704854; AS AMENDED BY SECOND AMENDMENT RECORDED JANUARY 18, 2008 AS RECEPTION NO. 741435; AND THIRD AMENDMENT RECORDED JULY 27, 2009 AS RECEPTION NO. 772141. (NOTHING TO PLOT – OFFSITE)
34. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN AGREEMENT BETWEEN TOWN OF NEW CASTLE AND RIVERSIDE NEW CASTLE LIMITED LIABILITY COMPANY, RECORDED APRIL 06, 2007 AS RECEPTION NO. 720637.
35. TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS AS CONTAINED IN SPECIAL DISTRICT PUBLIC DISCLOSURE DOCUMENT RECORDED DECEMBER 31, 2014 AS RECEPTION NO. 857827.(NOTHING TO PLOT – OFFSITE)

LEGEND AND NOTES:

- ◉ INDICATES FOUND MONUMENT AS DESCRIBED
- ○ INDICATES SET 1 1/2" BRASS DISK WITH 2" MAGNETIC NAIL L.S. #33638
- DATE OF SURVEY: NOVEMBER 4, 2024.
- UNIT OF MEASUREMENT: US SURVEY FOOT
- BEARINGS ARE BASED UPON A FOUND 5/8" REBAR WITH A 1 1/4" RED PLASTIC CAP (ILLEGIBLE) FOUND AT THE ANGLE POINT ON THE SOUTHERLY LINE AND AT THE POINT OF CURVATURE (C1) ON THE SOUTHERLY LINE OF SUBJECT LOT 1, USING A BEARING OF N 81°42'53" W BETWEEN THE TWO DESCRIBED MONUMENTS. ALL BEARINGS BEING RELATIVE TO THE RECORD BEARINGS SHOWN ON SAID PLAT.
- THIS SURVEY DOES NOT REPRESENT A TITLE SEARCH BY THIS SURVEYOR TO DETERMINE OWNERSHIP OR TO DISCOVER EASEMENTS OR OTHER ENCUMBRANCES OF RECORD. ALL INFORMATION PERTAINING TO OWNERSHIP, EASEMENTS OR OTHER ENCUMBRANCES OF RECORD HAS BEEN TAKEN FROM A ISSUED BY TITLE COMPANY OF THE ROCKIES COMMITMENT DATED JANUARY 6, 2023 COMMITMENT NO. 0603996-C5

GRAPHIC SCALE

50 0 25 50 100 200

(IN FEET)
1 inch = 50 ft.

COUNTY SURVEYOR'S CERTIFICATE

APPROVED FOR CONTENT AND FORM ONLY AND NOT THE ACCURACY OF SURVEYS, CALCULATIONS AND DRAFTING PURSUANTTO C.R.S., 38-51-101 AND 102, ET SEQ.

DATED THIS _____ DAY OF _____, 20___.

BY:_____
GARFIELD COUNTY SURVEYOR

SURVEYOR'S CERTIFICATE

I, JEFFREY ALLEN TUTTLE, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED TO LAND SURVEYING UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND/OR UNDER MY SUPERVISION AND ACCURATELY SHOWS THE LOCATION AND DIMENSIONS OF THE BOUNDARY LINES AND RIGHTS OF WAY THAT SUCH PLAT IS BASED UPON THE PROFESSIONAL LAND SURVEYOR'S KNOWLEDGE, INFORMATION AND BELIEF, THAT SUCH PLAT HAS BEEN PREPARED IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, AND THAT SUCH PLAT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

IN WITNESS WHEREOF, I HAVE SET MY HAND AND SEAL THIS 05 DAY OF MAY 19, 2025 A.D.

COLORADO REGISTERED JEFFREY ALLEN TUTTLE 33638 PROFESSIONAL LAND SURVEYOR 05 2025

JEFFREY ALLEN TUTTLE
L.S. #33638

CERTIFICATE OF DEPOSIT

DEPOSITED THIS _____ DAY OF _____, 20__, AT_____M.
IN THE GARFIELD COUNTY INDEX FOR INFORMATIONAL LAND SURVEY PLATS UNDER RECEPTION NUMBER _____.

BY: _____
GARFIELD COUNTY SURVEYOR

DATE:_____

FILING INFORMATION: SECTION ____, TOWNSHIP ____, RANGE ____, OF THE 6TH P.M.

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

TUTTLE SURVEYING SERVICES
P.O.BOX 983
Glenwood Springs, Colorado 81602
(970) 928-9708 (FAX 947-9007)
Email- jeff@tss-us.com

TUTTLE SURVEYING SERVICES

LAND SURVEY PLAT

7051 County Road 335,
New Castle, CO 81647

Drawn by: DMC
Date: 05/19/2025
Z:\2024\Lot1\RiversidePark_7051CountyRd335.dwg

1 OF 1

FLOOD PLAIN–ADDRESS MAP

TOWN OF NEW CASTLE, COLO. 2001
INCORPORATED: 1888

CASTLE VALLEY BLVD.
FAAS RANCH ROAD
COUNTY ROAD 240
US HWY. 6
UNION PACIFIC RAILROAD
BURNING MOUNTAIN AVE.
WALTERS LANE
CASTLE RIDGE DR.
TRACT A
TRACT B
PARCEL
LOT 1
LOT 2
LOT 3
LOT 5
LOT 6
LOT 7
LOT 8
900
C10
C11
C12
CO. RD. 240
PEPSI PROPERTY
COLORADO RIVER
COUNTY ROAD 335
U.S. HIGHWAY 6 RIGHT-OF-WAY
TOWN BOUNDARY
UNION PACIFIC RAILROAD RIGHT-OF-WAY
INTERSTATE 70 RIGHT-OF-WAY
TOWN BOUNDARY
COUNTY ROAD 335
TOWN BOUNDARY
RIVER VIEW DR.
RIVER VIEW DR.
709
710
711
712
713
714
715
716
5550
5552
5554
5556
5558
5560
5562
NORTH
ELEVATION: 5,556 FEET ABOVE SEA LEVEL
GRAPHIC SCALE
200 0 100 200 400 800
(IN FEET)
1 inch = 400 ft.

LEGEND

500 YEAR FLOOD LINE
100 YEAR FLOOD PLAIN LINE
100 YEAR FLOOD WAY LINE
FLOOD ELEVATION CONTOUR
609 CROSS SECTION LOCATION AND NUMBER

SCHMUESER | GORDON | MEYER
ENGINEERS & SURVEYORS

I:\1993\93128\A\127-GIS\Basemaps\TownMaps\Addresses-FloodPlain400S-color.dwg Saved: Tue, 28 Jul 2009 10:59am Plotted: Tue, 28 Jul 2009 5:20pm rmitt

GENERAL NOTES

1. ELEVATIONS ARE BASED ON THE NAVD88 ELEVATION.
2. ALL WATER AND SANITARY SEWER CONSTRUCTION SHALL COMPLY WITH THE TOWN OF NEW CASTLE PUBLIC WORKS MANUAL. ALL STREETS AND DRAINAGE CONSTRUCTION SHALL COMPLY WITH TOWN OF NEW CASTLE PUBLIC WORKS MANUAL AND CURRENT ROADWAY DESIGN AND CONSTRUCTION CRITERIA.
3. THE CONTRACTOR SHALL CONTACT ALL APPROPRIATE UTILITY COMPANIES, TOWN OF NEW CASTLE AND PINNACLE DESIGN CONSULTING GROUP, INC. PRIOR TO THE BEGINNING OF ANY CONSTRUCTION PRIOR TO COMMENCEMENT. CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ANY EXISTING UTILITY (INCLUDING DEPTHS) WHICH MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. ALL EXISTING UTILITIES SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR. DAMAGED UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE.
4. ALL ITEMS SHOWN ON THE PLANS AS EXISTING ARE SHOWN IN APPROXIMATE LOCATIONS ONLY. ACTUAL LOCATIONS MAY VARY FROM THE PLANS. REFER TO UTILITY NOTE 1. WHENEVER CONTRACTOR DISCOVERS A DISCREPANCY IN LOCATIONS, HE SHALL CONTACT THE ENGINEER IMMEDIATELY.
5. THE TOWN ENGINEER AND OTHER APPROVING AGENCIES ARE TO BE NOTIFIED AT LEAST 48 HOURS PRIOR TO CONSTRUCTION.
6. THE CONTRACTOR SHALL OBTAIN, AT THEIR EXPENSE, ALL PERMITS THAT ARE NECESSARY TO PERFORM THE PROPOSED WORK PRIOR TO CONSTRUCTION.
7. ALL CONCRETE SHALL BE A MINIMUM OF PORTLAND CEMENT TYPE II, 28-DAY MINIMUM COMPRESSIVE STRENGTH OF 3,750 PSI. REFER TO TOWN OF NEW CASTLE PUBLIC WORKS MANUAL SPECIFICATION 3100: CAST-IN-PLACE CONCRETE FOR MORE INFORMATION.
8. ALL BACKFILL MATERIAL SHALL BE COMPACTED TO 95% STANDARD PROCTOR DENSITY. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE TOWN OF NEW CASTLE PUBLIC WORKS MANUAL. QA/QC TESTING AND SIGN OFF SHALL FOLLOW THE REQUIREMENTS OF THE TOWN'S ACCEPTANCE CHECKLIST.
9. COMPACTION TESTS SHALL BE PERFORMED BY A GEOTECHNICAL ENGINEER AND MUST BE SUBMITTED TO TOWN ENGINEER PRIOR TO PROBATIONARY ACCEPTANCE.
10. TRENCHES SHALL BE EXCAVATED AND THE PIPE EXPOSED FOR THE INSPECTION AT ANY LOCATION ON THE PROJECT IF SO ORDERED BY THE INSPECTOR AT NO ADDITIONAL CHARGE TO THE OWNER.
11. THE CONTRACTOR WILL BE HELD RESPONSIBLE FOR THE PROPER FUNCTIONING OF LINES (WATER AND SEWER) FOR UP TO TWO (2) YEARS FROM THE DATE OF WARRANTY ACCEPTANCE OF THE LINES BY THE TOWN. ANY MALFUNCTION DURING THIS PERIOD OF GUARANTEE SHALL BE REMEDIED BY THE CONTRACTOR TO THE SATISFACTION OF THE TOWN ENGINEER AT NO EXPENSE TO THE TOWN.
12. SURFACE GRADES ARE TO BE WITHIN PLUS OR MINUS ONE FOOT BELOW TOP OF CURB AND VERIFICATION OF COMPACTION RESULTS OBTAINED PRIOR TO THE INSTALLATION OF WATER AND SEWER LINES. RESULTS MUST BE SUBMITTED TO THE TOWN ENGINEER.
13. NO WORK SHALL BE BACKFILLED UNTIL THE CONSTRUCTION HAS BEEN INSPECTED AND APPROVED FOR BACKFILLING BY THE TOWN ENGINEER OR REPRESENTATIVE OF THE TOWN ENGINEER.
14. NO WORK WITHIN CASTLE VALLEY BOULEVARD RIGHT-OF-WAY SHALL BE COMPLETED UNTIL A WORK IN RIGHT-OF-WAY PERMIT HAS BEEN OBTAINED.
15. PER THE APPROVED SITE PLAN UNDER ORDINANCE NO. TC 2019-4, NO ADA ACCESSIBLE RESIDENTIAL UNITS ARE PROPOSED WITHIN THE DEVELOPMENT AND NO ADA ACCESSIBLE PARKING SPACES OR SITE ROUTES ARE PROPOSED.
16. CONSTRUCTION STAGING SHALL CONFORM TO THE PROPOSED CONSTRUCTION MANAGEMENT PLAN.

GENERAL GRADING NOTES

1. ALL STRUCTURES, CONCRETE, TREES, BRUSH AND RUBBISH SHALL BE REMOVED AND ACCEPTABLY DISPOSED OF.
2. ALL ORGANIC MATTER SHALL BE REMOVED FROM FILL AREAS.
3. ALL FILL AREAS SHALL BE COMPACTED IN ACCORDANCE WITH THE GEOTECHNICAL ENGINEER'S RECOMMENDATIONS.
4. ALL SLOPES 4:1 AND STEEPER SHALL BE STABILIZED WITH EROSION MATTING AND DRAINAGE SWALES SHALL BE STABILIZED WITH HIGH VELOCITY EROSION MATTING WITHIN 7 DAYS OF REACHING FINAL GRADE AND/OR AS SOON AS CONDITIONS ALLOW. SEEDING SHALL BE PLACED IMMEDIATELY PRIOR TO PLACEMENT OF EROSION MATTING. HIGH VELOCITY EROSION MATTING SHALL BE NORTH AMERICAN GREEN ROLLMAX ERONET DS150 OR APPROVED EQUAL.
5. SEED MIXTURE SHALL BE A DRYLAND GRASS SEED, CONFORMING TO THE "RIGHT-OF-WAY MIXTURE" PER THE TOWN OF NEW CASTLE PUBLIC WORKS MANUAL SPECIFICATION SECTION 2720: SEEDING, SODDING AND TOPSOIL.
6. MULCH SHALL BE A CONWEB LONG FIBER MULCH, HAY OR STRAW. CONWEB FIBER MULCH SHALL BE APPLIED AT 1500 LB/ACRE, HAY OR STRAW SHALL BE APPLIED AT A UNIFORM RATE OF 1.5 TONS/ACRE.
7. EROSION CONTROL BALES OR SILT FENCE SHALL BE PLACED AT THE TOE AND DRAINAGE OUTFALL POINTS OF ALL SLOPES 4:1 OR STEEPER TO PREVENT SILTATION ON STREETS. REFER TO STORMWATER MANAGEMENT PLAN FOR DETAIL AND LOCATION OF EROSION CONTROL MEASURES.
8. CONTRACTOR SHALL COMPLY WITH ALL LOCAL, COUNTY AND STATE REGULATIONS PERTAINING TO GRADING, DUST AND EROSION.
9. NATURAL VEGETATION SHALL BE RETAINED AND PROTECTED WHEREVER POSSIBLE. EXPOSURE OF SOIL TO EROSION BY REMOVAL OR DISTURBANCE OF VEGETATION SHALL BE LIMITED TO THE AREA REQUIRED FOR IMMEDIATE CONSTRUCTION OPERATIONS AND FOR THE SHORTEST PRACTICAL PERIOD OF TIME.
10. ALL DISTURBED AREAS SHALL RE-SEEDED, MULCHED OR SODDED AS PER TOWN OF NEW CASTLE CRITERIA.
11. TOPSOIL SHALL BE STOCKPILED TO THE EXTENT PRACTICABLE ON THE SITE FOR USE ON AREAS TO BE REVEGETATED. ANY AND ALL STOCKPILES SHALL BE LOCATED AND PROTECTED FORM EROSIVE ELEMENTS, INCLUDING EROSION CONTROL AROUND THE PERIMETER OF SAID STOCKPILES.
12. AT ALL TIMES, THE PROPERTY SHALL BE MAINTAINED AND/OR WATERED TO PREVENT WIND-CAUSED EROSION. EARTHWORK OPERATIONS SHALL BE DISCONTINUED WHEN FUGITIVE DUST SIGNIFICANTLY IMPACTS ADJACENT PROPERTY. IF EARTHWORK IS COMPLETE OR DISCONTINUED AND DUST FROM THE SITE CONTINUES TO CREATE PROBLEMS, THE OWNER/DEVELOPER SHALL IMMEDIATELY INSTITUTE MITIGATIVE MEASURES AND SHALL CORRECT DAMAGE TO ADJACENT PROPERTIES.
13. ALL EXISTING UTILITY LINE LOCATION MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO CONSTRUCTION.
14. ALL TRAFFIC CONTROL DEVICES SHALL COMPLY WITH THE LATEST VERSION OF THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" AND THE CONTRACTOR IS DIRECTED TO PAY PARTICULAR ATTENTION TO THE SECTION OF CONSTRUCTION ZONE TRAFFIC. CONTRACTOR SHALL SUBMIT TRAFFIC CONTROL PLAN TO TOWN ENGINEER AND PUBLIC WORKS DIRECTOR PRIOR TO ANY CONSTRUCTION ACTIVITIES.
15. CONTRACTOR SHALL ACHIEVE FINISHED GRADE SLOPES AWAY FROM BUILDING FOUNDATIONS AT A RATIO OF 12 INCHES IN THE FIRST 10 FEET IN UNPAVED AREAS AND 2½ INCHES IN THE FIRST 10 FEET IN PAVED AREAS.
16. ROOF DOWNSPOUTS AND DRAINS SHALL DISCHARGE WELL BEYOND THE LIMITS OF ALL BACKFILL.

UTILITY NOTES

1. IT IS THE RESPONSIBILITY OF THE GENERAL CONTRACTOR TO CONTACT ALL UTILITY COMPANIES FOR FIELD LOCATIONS OF UTILITIES PRIOR TO CONSTRUCTION.
2. ALL CONSTRUCTION TO BE PER CURRENT TOWN OF NEW CASTLE SPECIFICATIONS, PUBLIC WORKS MANUAL, CURRENT EDITION.
3. ALL UTILITIES, BOTH UNDERGROUND OR OVERHEAD, SHALL BE MAINTAINED IN CONTINUOUS SERVICE THROUGHOUT THE ENTIRE CONSTRUCTION PERIOD, EXCEPT AS NOTED IN THE SPECIAL CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE AND LIABLE FOR ANY DAMAGES TO, OR INTERRUPTION OF, SERVICES CAUSED BY THE CONSTRUCTION.
4. ANY DAMAGE TO PRIVATE PROPERTY BY THE CONTRACTOR OUTSIDE THESE LIMITS WITHOUT THE PERMISSION OF THE PRIVATE PROPERTY OWNER WILL BE THE RESPONSIBILITY OF THE CONTRACTOR.
5. ALL EXCAVATION FOR RETAINING WALLS, UTILITY TRENCHES, ROADWAY AND DRAINAGE FACILITIES SHALL MEET OSHA AND COSH REQUIREMENTS.
6. COMPACTION AND FILL OF THE ROADWAY MUST BE ATTAINED AND COMPACTION TEST RESULTS SUBMITTED TO THE THE ENGINEER PRIOR TO ACCEPTANCE.
7. WATER DISTRIBUTION CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE TOWN OF NEW CASTLE PUBLIC WORKS SPECIFICATIONS, RULES AND REGULATIONS.
8. ALL SANITARY SEWER CONSTRUCTION SHALL BE IN ACCORDANCE WITH TOWN OF NEW CASTLE PUBLIC WORKS SPECIFICATIONS, RULES AND REGULATIONS.
9. THE CONTRACTOR SHALL AT ALL TIMES KEEP TWO FULL SETS OF CONTRACT DRAWINGS MARKED UP TO INDICATE ALL AS-BUILT CONDITIONS. THE DRAWINGS SHALL BE PROVIDED TO THE OWNER AND THE ENGINEER UPON COMPLETION OF THE WORK. WHERE PRACTICAL, THE CONTRACTOR IS TO PROVIDE AT LEAST TWO TIES FROM PHYSICAL MONUMENTS TO ALL FITTINGS, VALVES, MANHOLES, AND THE END OF ALL SERVICE LINES. A PROJECT ACCEPTANCE CHECKLIST PER THE TOWN OF NEW CASTLE PUBLIC WORKS MANUAL SHALL BE CONTINUALLY UPDATED AND KEPT ONSITE AT ALL TIMES.
10. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE TOWN AND ITS REPRESENTATIVES. THE TOWN RESERVES THE RIGHT TO ACCEPT OR REJECT ANY MATERIALS AND WORKMANSHIP THAT DO NOT CONFORM TO THE APPROVED DRAWINGS AND SPECIFICATIONS.
11. CONTRACTOR TO NOTIFY WATER USERS 24 HOURS IN ADVANCE OF ANY WATER SHUT DOWN. MORE NOTICE MAY BE REQUIRED FOR MAJOR CONNECTIONS, SEE SPECIAL CONDITIONS. TOWN OF NEW CASTLE PUBLIC WORKS STAFF ARE THE ONLY AUTHORIZED PERSONNEL ALLOWED TO OPERATE VALVES ON PUBLIC WATER SYSTEM. COORDINATE ALL SHUT DOWNS WITH THE PUBLIC WORKS DEPARTMENT.
12. THE TOWN OF NEW CASTLE, ENGINEER AND THE OWNER ARE TO BE NOTIFIED BY THE CONTRACTOR AT LEAST 48 HOURS PRIOR TO ANY UTILITY CONSTRUCTION SO INSPECTION AND OBSERVATION MAY OCCUR.
13. MAINTAIN A DISTANCE OF 10 FEET BETWEEN WATER LINES AND SANITARY SEWER LINES (CENTER TO CENTER). IF THIS IS NOT POSSIBLE, THE ELEVATION OF THE CROWN OF THE SEWER SHOULD BE AT LEAST 18 INCHES BELOW THE INVERT OF THE WATER MAIN, OR ENCASE PER COLORADO DEPARTMENT OF HEALTH REQUIREMENTS. WHERE THE 10 FOOT SEPARATION IS NOT POSSIBLE, CONSTRUCTION SHALL BE AS DIRECTED BY THE ENGINEER.
14. NO FIELD ADJUSTMENT TO DESIGNED WATERLINE IS ALLOWED WITHOUT EXPLICIT AUTHORIZATION AND ACCEPTANCE FROM THE TOWN OF NEW CASTLE.
15. THE CONTRACTOR SHALL VERIFY EXISTING PIPE OR MANHOLE INVERTS AT TIE-IN POINTS PRIOR TO CONSTRUCTION.
16. ALL CONDUIT, PULLBOXES, VAULTS, APPURTENANCES AND TRENCHING FOR THE SHALLOW UTILITIES SHALL CONFORM TO EACH SPECIFIC UTILITY'S RULES AND REGULATIONS. THE CONTRACTOR WILL COORDINATE SHALLOW UTILITY INSTALLATION WITH REGIONAL REPRESENTATIVES.
17. SENSUS METERS ARE REQUIRED ON ALL WATER SERVICES.
18. CONCRETE ENCASE ALL SANITARY AND STORM SEWER PIPES WHERE THERE IS A VERTICAL CROSSING OF WATER MAINS AND SERVICES THAT DOES NOT MEET THE TOWN OF NEW CASTLE REQUIREMENTS FOR CROSSINGS.
19. WATERMAIN SHALL BE C900 CLASS 200 PVC.
20. MEGALUG MECHANICAL FITTING AND THRUST BLOCKS SHALL BE INSTALLED AT EVERY LOCATION WHERE POTABLE WATERMAIN CHANGES HORIZONTAL OR VERTICAL DEFLECTION.
21. FROST PROTECTION SHALL BE INSTALLED ON WATERMAIN WHERE 6 FOOT MINIMUM SEPARATION BETWEEN STORM SEWER CANNOT BE MAINTAINED.
22. PURE CORE PIPING MAY BE SUBSTITUTED FOR TYPE K COPPER WATER SERVICES.
23. ALL FIRE HYDRANT FITTINGS SHALL BE MEGALUG MECHANICAL JOINTS AND HAVE CONCRETE RESTRAINT BLOCKS.
24. ALL FIRE HYDRANTS SHALL BE KENNEDY GUARDIAN.
25. ALL DUCTILE IRON PIPE FITTINGS AND BURIED FIRE HYDRANT COMPONENTS SHALL BE POLYWRAPPED.
26. THE IRRIGATION IF SHOWN IS FOR CONCEPTUAL PURPOSES ONLY. THE IRRIGATION SYSTEM SHALL BE DESIGNED BY A QUALIFIED IRRIGATION DESIGNER AND PLANS SHALL INCLUDE ALL ELEMENTS NECESSARY FOR CONSTRUCTION. IRRIGATION DESIGN SHALL REFERENCE CIVIL PLANS TO AVOID ANY CONFLICTS WITH INFRASTRUCTURE. PLANS SHALL BE SUBMITTED TO THE TOWN FOR APPROVAL PRIOR TO CONSTRUCTION AND CONTRACTOR SHALL REFER TO APPROVED IRRIGATION PLANS FOR CONSTRUCTION.
27. BACKFLOW PREVENTION DEVICES SHALL BE INSTALLED AT THE IRRIGATION SYSTEM CONNECTION TO THE WATER MAIN. WATER METERS SHALL BE PLACED PRIOR TO ANY WATERING HEAD.

LEGEND

EXISTING	PROPOSED
STORM MANHOLE	WATER SHUTOFF VALVE
SANITARY CLEAN-OUT	WATER VALVE
SANITARY MANHOLE	TEE W/THRUST BLOCK
FIRE HYDRANT	BEND W/THRUST BLOCK
WATER VALVE	FIRE HYDRANT
WATER MANHOLE	INLET
GAS METER	CURB INLET
TELEPHONE PEDESTAL	STORM MANHOLE
LIGHT POLE	SANITARY MANHOLE
UTILITY POLE	SANITARY CLEANOUT
SIGN	CABLE MANHOLE
	ELECTRIC MANHOLE
	ELECTRIC TRANSFORMER
	AIR CONDITIONER UNIT
	GAS METER
	ELECTRIC METER
	TELEPHONE PEDESTAL
	CABLE BOX

BOUNDARY
RIGHT-OF-WAY
ADJOINER
EASEMENT
SETBACK
STRUCTURE
ASPHALT
GRAVEL
CONCRETE
RETAINING WALL
RIPRAP
GUARDRAIL
FENCE CHAINLINK
FENCE WOOD POST
WIRE FENCE
CENTERLINE ROAD
CURB AND GUTTER
FLOWLINE
PAVEMENT STRIPING
WATER MAIN
WATER SERVICE
SEWER MAIN
SEWER SERVICE
OVERHEAD ELECTRIC
ELECTRIC
CATV
TELEPHONE
GAS
STORM SEWER
CONTOUR
SPOT ELEVATION
SLOPE OR GRADE
LIMITS OF DISTURBANCE
SEDIMENT CONTROL FENCE
DRAINAGE FLOW DIRECTION

SEDIMENT CONTROL LOG	SCL	EROSION CONTROL BLANKET	ECB
INLET PROTECTION	IP	MULCHING	MU
CULVERT INLET PROTECTION	CIP	VEHICLE TRACKING CONTROL	VTC
OUTLET PROTECTION	OP	SEDIMENT CONTROL FENCE	SCF

COLORADO LICENSED
ERIC BROWER
35088
PROFESSIONAL ENGINEER
11/27/24

SHEETS
C1 THRU C13

DRAWN & DESIGNED BY: H.E.B.
CHECKED BY: H.E.B.
REVIEWED BY: _____
DATE: _____ FOR _____

PINNACLE DESIGN CONSULTING GROUP, INC.
CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD
CARBONDALE, CO 81623 ● (970) 963-2170
pinnacledesign@sopris.net

REVISION	DATE	DESCRIPTION	BY	CH'D

COAL SEAM LLC

LOT 1 HIGHWAY P.U.D. – 7051 COUNTY ROAD 335
NOTES AND LEGEND

SCALE: N.T.S. | JOB NO: 2024.11 | DATE: 11-27-24
SHEET NO: C1

DRAINAGE & EROSION CONTROL GENERAL NOTES

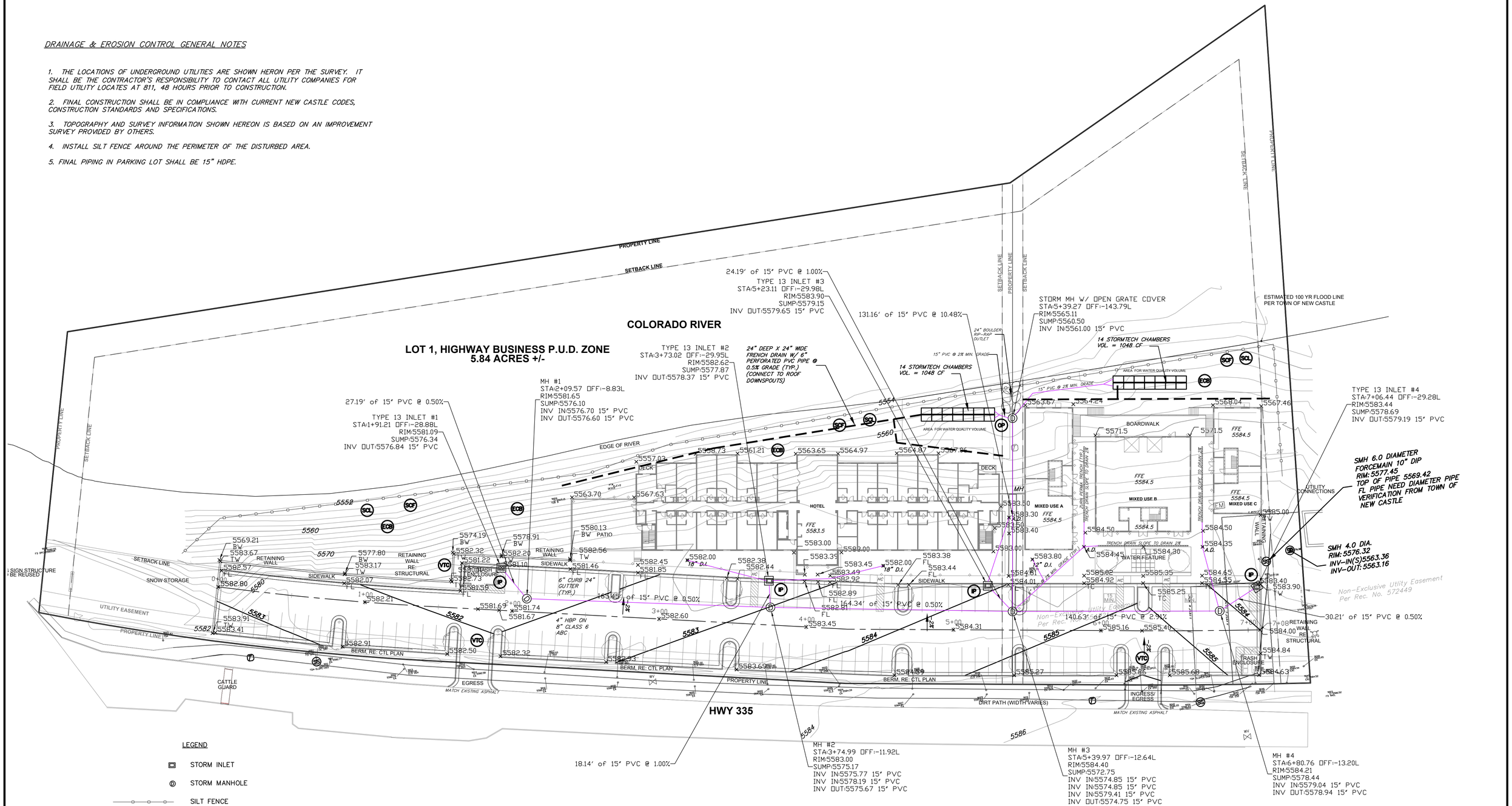
1. THE LOCATIONS OF UNDERGROUND UTILITIES ARE SHOWN HERON PER THE SURVEY. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO CONTACT ALL UTILITY COMPANIES FOR FIELD UTILITY LOCATES AT 811, 48 HOURS PRIOR TO CONSTRUCTION.

2. FINAL CONSTRUCTION SHALL BE IN COMPLIANCE WITH CURRENT NEW CASTLE CODES, CONSTRUCTION STANDARDS AND SPECIFICATIONS.

3. TOPOGRAPHY AND SURVEY INFORMATION SHOWN HEREON IS BASED ON AN IMPROVEMENT SURVEY PROVIDED BY OTHERS.

4. INSTALL SILT FENCE AROUND THE PERIMETER OF THE DISTURBED AREA.

5. FINAL PIPING IN PARKING LOT SHALL BE 15" HDPE.

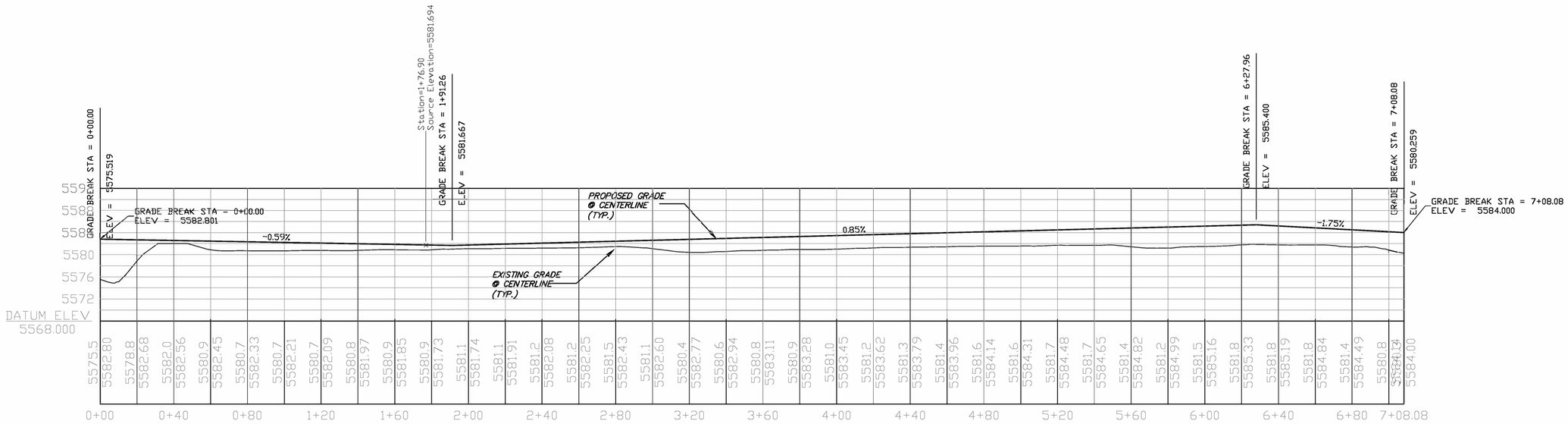


DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	COAL SEAM LLC
CHECKED BY: H.E.B.	DATE: FOR:	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net	LOT 1 HIGHWAY P.U.D. – 7051 COUNTY ROAD 335 GRADING, DRAINAGE, AND EROSION CONTROL PLAN

REVISION	DATE	DESCRIPTION	BY	CH'D

SCALE:	JOB NO:	DATE:
1" = 30'	2024.11	11-27-24

SHEET NO: C2



PARKING LOT CENTERLINE PROFILE

SCALE H: 1" = 30'
V: 1" = 10'

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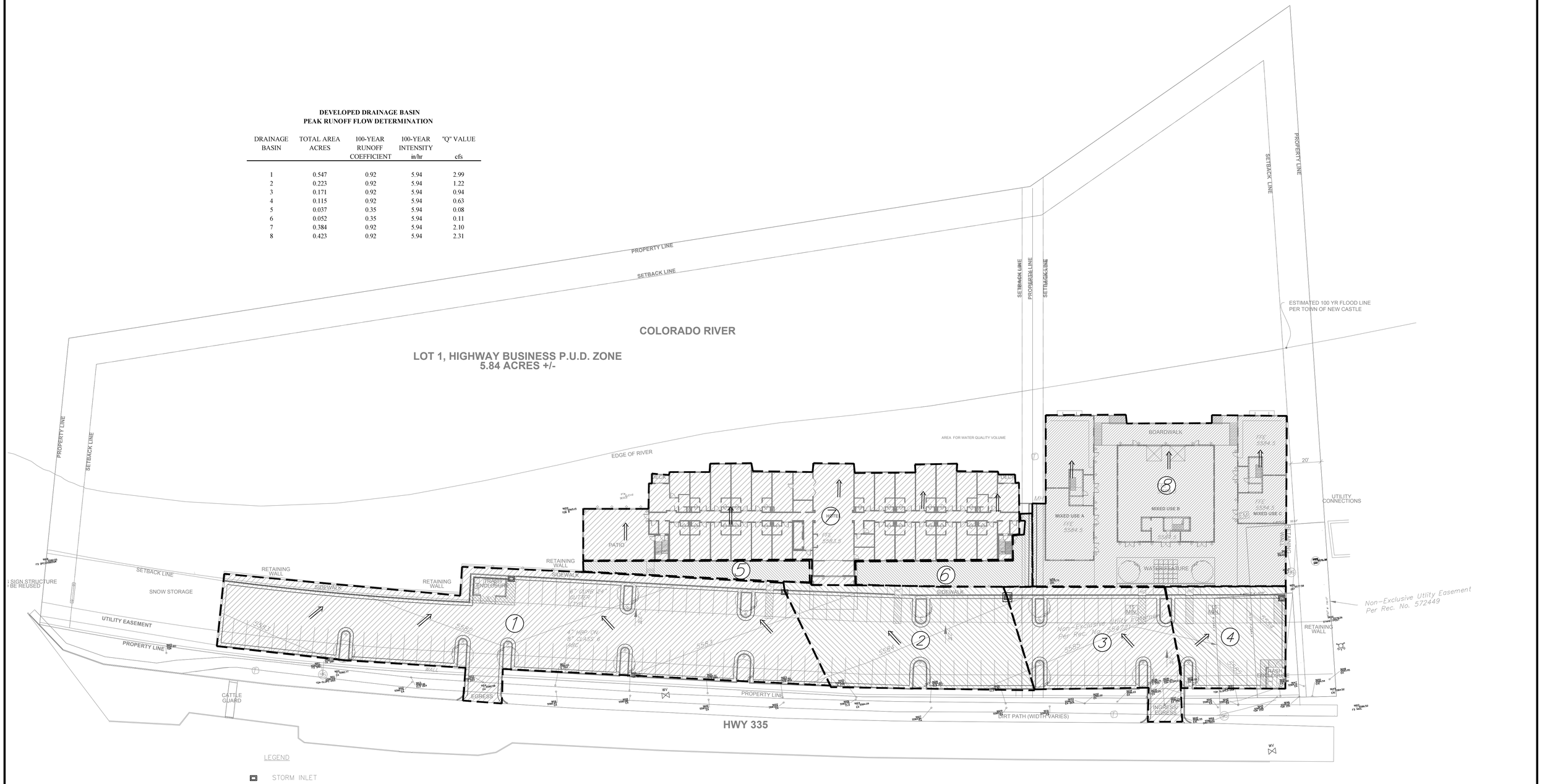
CHECKED BY: H.E.B.	DATE: _____ FOR _____	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170	LOT 1 HIGHWAY P.U.D. – 7051 COUNTY ROAD 335 PARKING LOT CENTERLINE PROFILE	SCALE: Horz: 1" = 30' Vert: 1" = 10' DATE: 11-27-24 Project No: 2024.11 SHEET NO: C3

REVISION	DATE	DESCRIPTION	BY	CH'D

DEVELOPED DRAINAGE BASIN
PEAK RUNOFF FLOW DETERMINATION

DRAINAGE BASIN	TOTAL AREA ACRES	100-YEAR RUNOFF COEFFICIENT	100-YEAR INTENSITY in/hr	"Q" VALUE cfs
1	0.547	0.92	5.94	2.99
2	0.223	0.92	5.94	1.22
3	0.171	0.92	5.94	0.94
4	0.115	0.92	5.94	0.63
5	0.037	0.35	5.94	0.08
6	0.052	0.35	5.94	0.11
7	0.384	0.92	5.94	2.10
8	0.423	0.92	5.94	2.31



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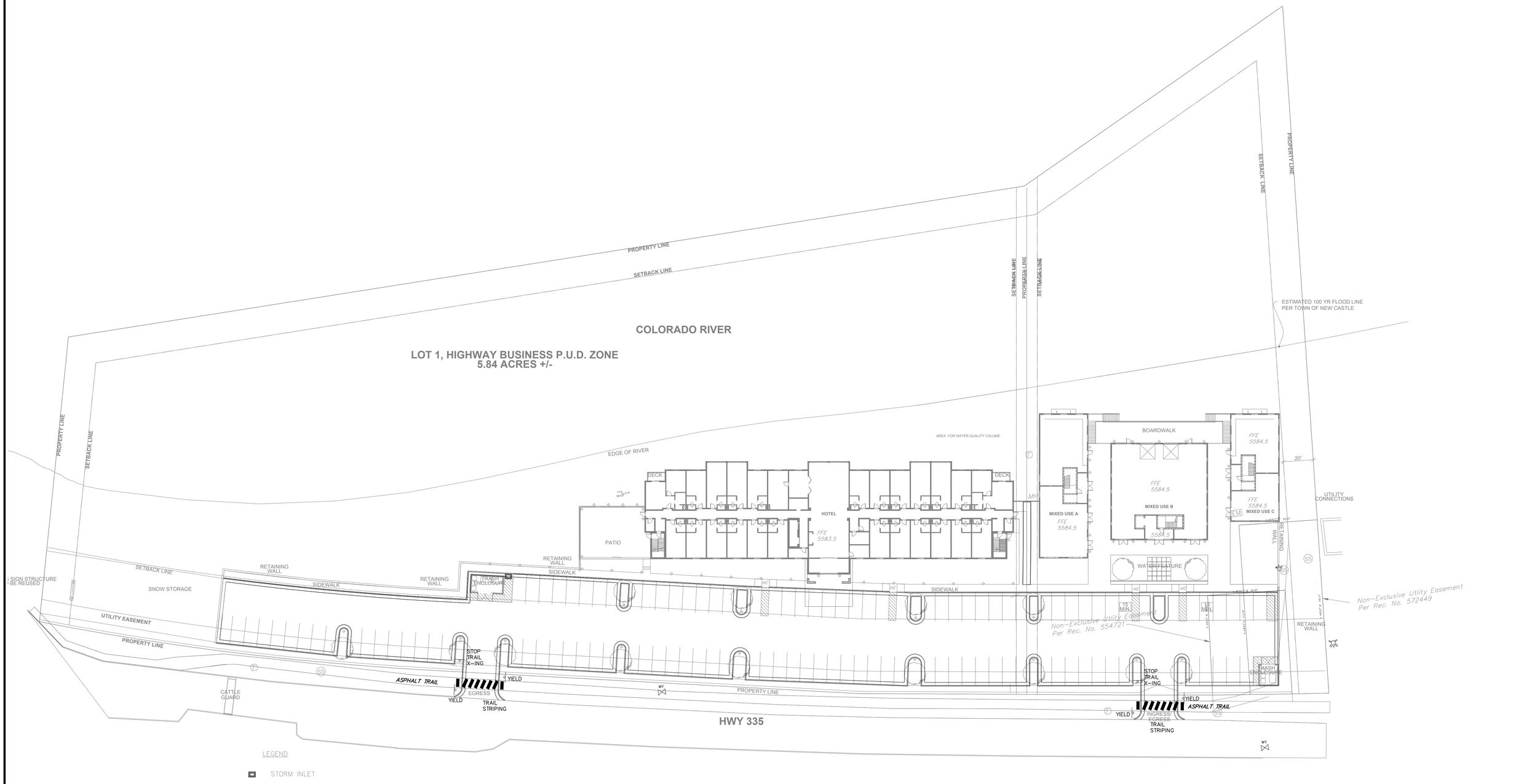
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net				

COAL SEAM LLC

LOT 1 HIGHWAY P.U.D. – 7051 COUNTY ROAD 335
DRAINAGE BASINS

SCALE:	JOB NO:	DATE:
1" = 30'	2024.11	11-27-24

SHEET NO: C4



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CHECKED BY: H.E.B.	DATE: _____ FOR _____	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net					

COAL SEAM LLC

LOT 1 HIGHWAY P.U.D. – 7051 COUNTY ROAD 335
INTERSECTION SIGNAGE AND STRIPING

SCALE:	JOB NO:	DATE:
1" = 30'	2024.11	11-27-24

SHEET NO: C5

PROPERTY LINE
SETBACK LINE
COLORADO RIVER
LOT 1, HIGHWAY BUSINESS P.U.D. ZONE
5.84 ACRES +/-
ESTIMATED 100 YR FLOOD LINE
PER TOWN OF NEW CASTLE
AREA FOR WATER QUALITY VOLUME
EDGE OF RIVER
BOARDWALK
FFE 5584.5
MIXED USE A
MIXED USE B
MIXED USE C
HOTEL
FFE 5583.5
DECK
PATIO
WATER FEATURE
UTILITY CONNECTIONS
RETAINING WALL
SIDEWALK
TRASH ENCLOSURE
SNOW STORAGE
SIGN STRUCTURE TO BE REUSED
UTILITY EASEMENT
Non-Exclusive Utility Easement Per Rec. No. 572449
Non-Exclusive Utility Easement Per Rec. No. 554721
STOP
TRAIL X-ING
YIELD
ASPHALT TRAIL
EGRESS
INGRESS
TRAIL STRIPING
CATTLE GUARD
CONCRETE SITE WALL
HWY 335

LEGEND

STORM INLET

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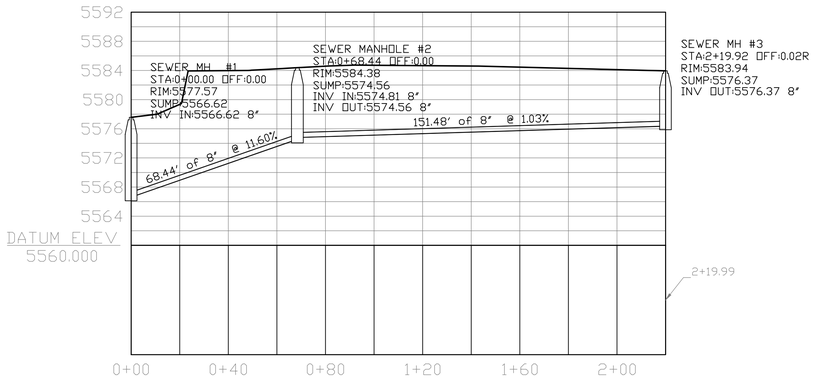
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net			

COAL SEAM LLC

LOT 1 HIGHWAY P.U.D. – 7051 COUNTY ROAD 335
INTERSECTION SIGNAGE AND STRIPING

SCALE:	JOB NO:	DATE:
1" = 30'	2024.11	11-27-24

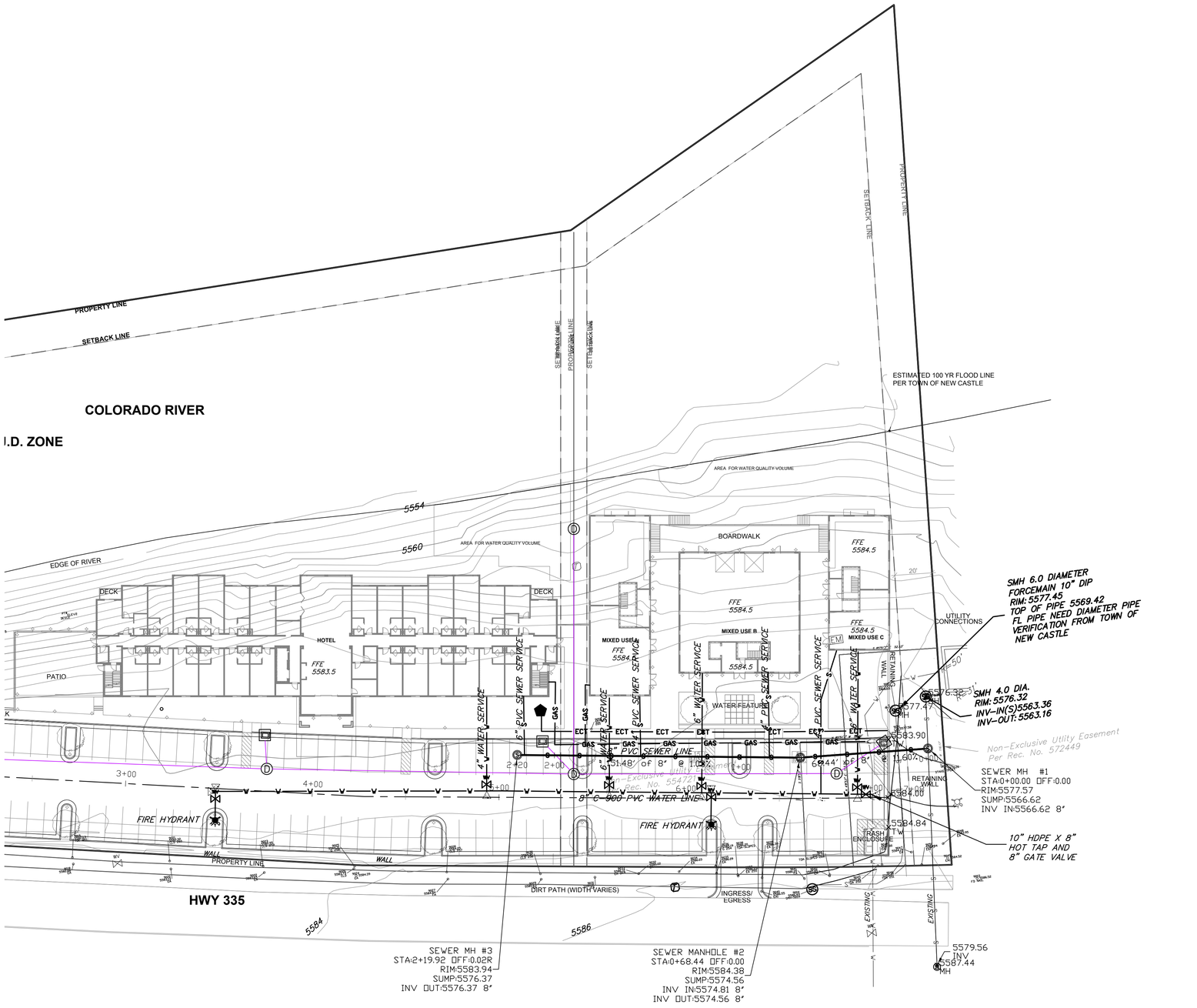
SHEET NO: C5



SANITARY SEWER PROFILE

SCALE H: 1" = 30'
V: 1" = 10'

V: 1" = 10'



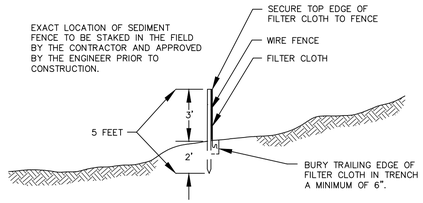
LEGEND

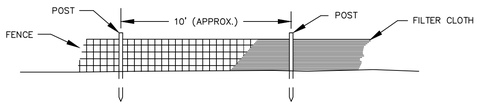
- PROPOSED ELECTRIC TRANSFORMER
- E — E — PROPOSED PRIMARY ELECTRIC
- W — W — WATER LINE AS DESCRIBED
- S — S — SEWER LINE AS DESCRIBED
- GAS — GAS — PROPOSED NATURAL GAS MAIN
- T — T — PROPOSED TELEPHONE LINE
- ECT — ECT — PROPOSED ELECTRIC, CABLE TV AND TELEPHONE
- PROPOSED FIRE HYDRANT
- PROPOSED SEWER MANHOLE
- PROPOSED WATER VALVE

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION / DATE / DESCRIPTION / BY / CHD	COAL SEAM LLC
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net		LOT 1 HIGHWAY P.U.D. – 7051 COUNTY ROAD 335 MASTER UTILITY PLAN

SCALE:	JOB NO:	DATE:
1" = 30'	2024.11	11-27-24

SHEET NO: C6

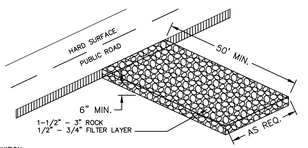




MATERIALS FOR FILTER CLOTH FENCE SHALL CONSIST OF STANDARD WOVEN LIVE-STOCK WIRE, A MINIMUM OF 36" IN HEIGHT, A MINIMUM OF 14-GAGE WIRE, WITH A MAXIMUM MESH SPACING OF 6 ". POSTS SHALL BE EITHER WOOD OR STEEL, MINIMUM LENGTH OF 5'.

SEDIMENT CONTROL FENCE (SCF)

N.T.S.

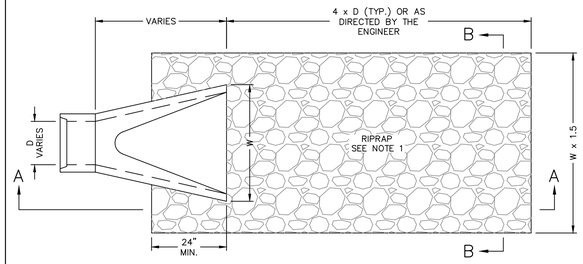


DEFINITION
A STONE STABILIZED PAD LOCATED AT POINTS OF VEHICULAR INGRESS AND EGRESS ON A CONSTRUCTION SITE.

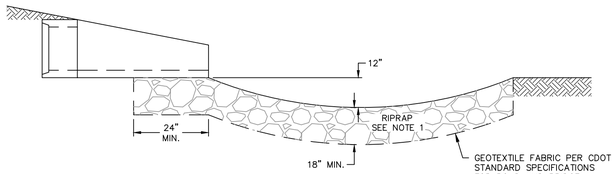
PURPOSES
TO REDUCE THE AMOUNT OF MUD TRANSPORTED ONTO PUBLIC ROADS BY MOTOR VEHICLES OR RUNOFF.
NOTE: ONLY APPLICABLE FOR SITES GREATER THAN 2 ACRES IN SIZE.

VEHICLE TRACKING CONTROL (VTC)

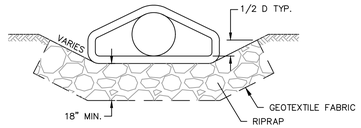
N.T.S.



PLAN VIEW



SECTION A-A

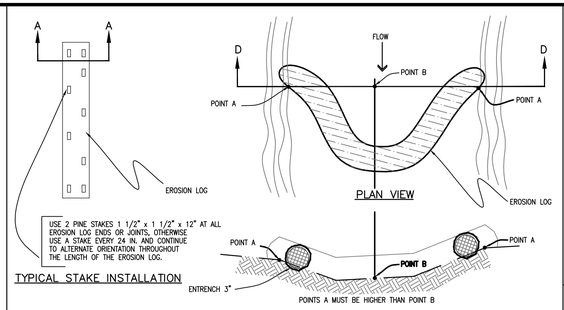


SECTION B-B

NOTES

1. RIPRAP SHALL CONFORM TO CDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 506, AND SPECIAL PROVISIONS, LATEST EDITION.

PIPE OUTFALL DETAIL (OP)



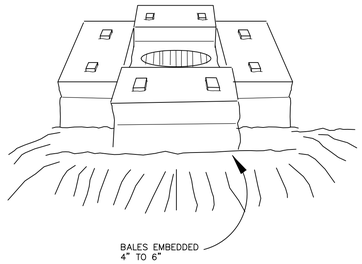
TYPICAL STAKE INSTALLATION

SECTION D-D
EROSION LOG DETAIL
DITCH INSTALLATION

Flow Line Gradient	Maximum Check Dam Spacing based on Nominal Log Diameter (Feet)		
	8 to 9 Inches	12 Inches	18 to 20 Inches
0% to 2%	30	55	75
2% to 5%	25	40	55
5% to 10%	15	30	40
10% to 33%	10	15	20
33% to 50%	5	10	15

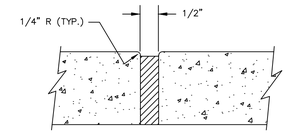
SEDIMENT CONTROL LOG (SCL)

N.T.S.



DROP INLET (IP)

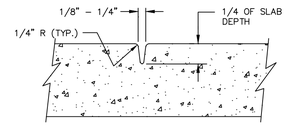
N.T.S.



NOTE:
EXPANSION JOINTS TO BE LOCATED ADJACENT TO ANY EXISTING CONCRETE OR FIXED STRUCTURE, AND EVERY 100 FT. IN CURB AND GUTTER AND SIDEWALKS.

STANDARD EXPANSION JOINT

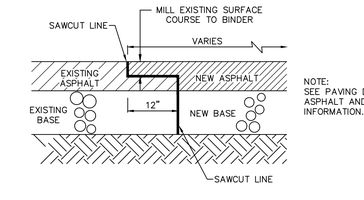
N.T.S.



NOTE:
LOCATION OF CONTRACTION JOINTS TO BE EVERY 5 FT. IN SIDEWALK AND EVERY 10 FT. IN CURB AND GUTTER.

STANDARD CONTRACTION JOINT

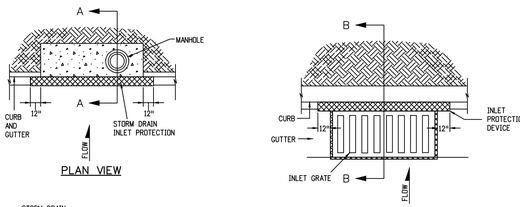
N.T.S.



NOTE:
SEE PAVING DETAIL FOR ASPHALT AND BASE INFORMATION.

SAWCUT DETAIL

N.T.S.



NOTES
1. INLET PROTECTION DEVICE SHALL EXTEND 12 INCHES PAST EACH END OF THE INLET.

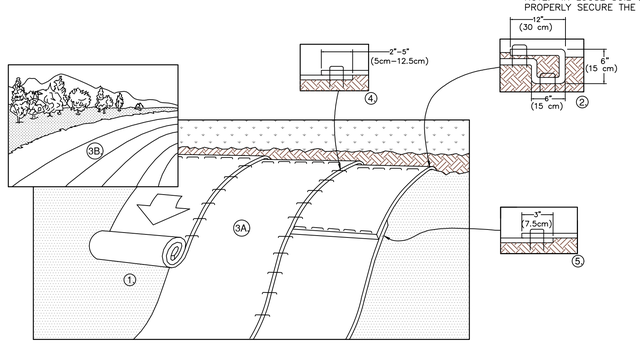
INLET PROTECTION (IP)

N.T.S.

SLOPE INSTALLATION

NORTH AMERICAN GREEN

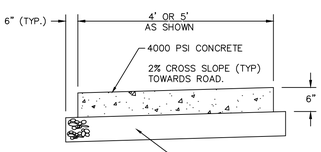
1. PREPARE SOIL BEFORE INSTALLING BLANKETS, INCLUDING ANY NECESSARY APPLICATION OF LIME, FERTILIZER, AND SEED. NOTE: WHEN USING CELL-O-SEED DO NOT SEED PREPARED AREA. CELL-O-SEED MUST BE INSTALLED WITH PAPER SIDE DOWN.
2. BEGIN AT THE TOP OF THE SLOPE BY ANCHORING THE BLANKET IN A 6" (15cm) DEEP X 6" (15cm) WIDE TRENCH WITH APPROXIMATELY 12" (30cm) OF BLANKET EXTENDED BEYOND THE UP-SLOPE PORTION OF THE TRENCH. ANCHOR THE BLANKET WITH A ROW OF STAPLES/STAKES APPROXIMATELY 12" (30cm) APART IN THE BOTTOM OF THE TRENCH. BACKFILL AND COMPACT THE TRENCH AFTER STAPLING. APPLY SEED TO COMPACTED SOIL AND FOLD REMAINING 12" (30cm) PORTION OF BLANKET BACK OVER SEED AND COMPACTED SOIL. SECURE BLANKET OVER COMPACTED SOIL WITH A ROW OF STAPLES/STAKES SPACED APPROXIMATELY 12" (30cm) APART ACROSS THE WIDTH OF THE BLANKET.
3. ROLL THE BLANKETS (A.) DOWN OR (B.) HORIZONTALLY ACROSS THE SLOPE. BLANKETS WILL UNROLL WITH APPROPRIATE SIDE AGAINST THE SOIL SURFACE. ALL BLANKETS MUST BE SECURELY FASTENED TO SOIL SURFACE BY PLACING STAPLES/STAKES IN APPROPRIATE LOCATIONS AS SHOWN IN THE STAPLE PATTERN GUIDE. WHEN USING OPTIONAL DOT SYSTEM , STAPLES/STAKES SHOULD BE PLACED THROUGH EACH OF THE COLORED DOTS CORRESPONDING TO THE APPROPRIATE STAPLE PATTERN.
4. THE EDGES OF PARALLEL BLANKETS MUST BE STAPLED WITH APPROXIMATELY 2"-5" (5cm-12.5cm) OVERLAP DEPENDING ON BLANKET TYPE. TO ENSURE PROPER SEAM ALIGNMENT, PLACE THE EDGE OF THE OVERLAPPING BLANKET (BLANKET BEING INSTALLED ON TOP) EVEN WITH THE COLORED SEAM STITCH ON THE PREVIOUSLY INSTALLED BLANKET.
5. CONSECUTIVE BLANKETS SPLICED DOWN THE SLOPE MUST BE PLACED END OVER END (SHINGLE STYLE) WITH AN APPROXIMATE 3" (7.5cm) OVERLAP. STAPLE THROUGH OVERLAPPED AREA, APPROXIMATELY 12" (30cm) APART ACROSS ENTIRE BLANKET WIDTH. NOTE: *IN LOOSE SOIL CONDITIONS, THE USE OF STAPLE OR STAKE LENGTHS GREATER THAN 6" (15cm) MAY BE NECESSARY TO PROPERLY SECURE THE BLANKETS.



14649 HIGHWAY 41 NORTH, EVANSVILLE, INDIANA 47725
USA 1-800-772-2040 CANADA 1-800-448-2040
www.nagreen.com

EROSION CONTROL BLANKET (ECB)

N.T.S.



CONCRETE SIDEWALK DETAIL

N.T.S.

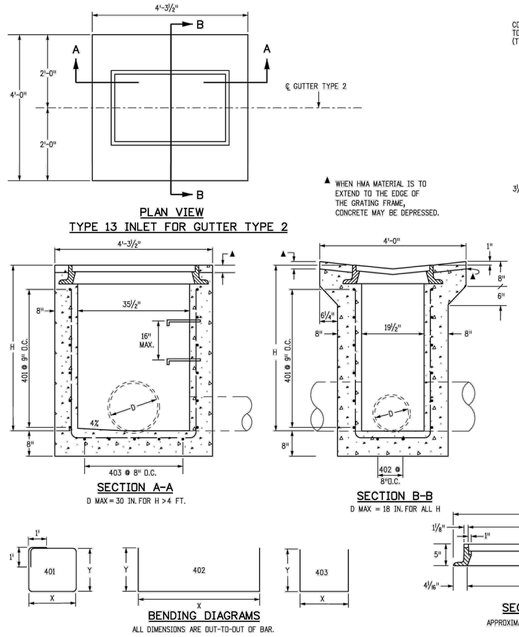
DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY: _____	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION / BY / CH'D
CHECKED BY: H.E.B.	DATE: _____ FOR _____	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net			

COAL SEAM LLC

LOT 1 HIGHWAY P.U.D. – 7051 COUNTY ROAD 335
MISCELLANEOUS DETAILS

SCALE:	JOB NO:	DATE:
N.T.S.	2024.11	11-27-24

SHEET NO: C7



GENERAL NOTES

1. CONCRETE SHALL BE CLASS B. INLET MAY BE CAST-IN-PLACE OR PRECAST.
2. CAST-IN-PLACE CONCRETE WALLS SHALL BE FORMED ON BOTH SIDES.
3. EXPOSED CONCRETE CORNERS SHALL BE CHAMFERED ¾ OF A INCH.
4. REINFORCING BARS SHALL BE DEFORMED #4 AND SHALL HAVE A 2 INCH MINIMUM CLEARANCE. ALL REINFORCING BARS SHALL BE GRADE 60 AND EPOXY COATED.
5. STEPS SHALL BE PROVIDED WHEN INLET DIMENSION "H" IS EQUAL TO OR GREATER THAN 3 FEET-6 INCHES AND SHALL CONFORM TO AASHTO M 199.
6. ALL GRATES AND FRAMES SHALL BE GRAY OR DUCTILE CAST IRON IN ACCORDANCE WITH SUBSECTION 712.06. GRATES AND FRAMES SHALL BE DESIGNED TO WITHSTAND HS 20 LOADING.
7. STATION POINT IS AT THE CENTER OF THE INLET.
8. GRATE SHALL HAVE "DUMP NO WASTE DRAINS TO STREAM" MESSAGE CAST ON SURFACE.

H	CONCRETE	REINFORCING STEEL	NO. OF 401 BARS REQ'D.	MAXIMUM PIPE I.D. SEC. A-A	MAXIMUM PIPE I.D. SEC. B-B
	CU. YDS.	@ LB.		IN.	IN.
3'-0"	1.3	72	4	18	18
3'-6"	1.5	76	4	24	18
4'-0"	1.6	90	5	30	18
4'-6"	1.8	104	6	30	18
5'-0"	1.9	109	6	30	18
5'-6"	2.1	122	7	30	18
6'-0"	2.2	136	8	30	18
6'-6"	2.4	141	8	30	18
7'-0"	2.5	154	9	30	18
7'-6"	2.7	168	10	30	18
8'-0"	2.8	173	10	30	18
8'-6"	3.0	187	11	30	18
9'-0"	3.1	200	12	30	18
9'-6"	3.3	205	12	30	18
10'-0"	3.4	219	13	30	18

@ INCLUDES 1% FOR OVERRUN.
NOTE: CONCRETE QUANTITIES INCLUDE VOLUME OCCUPIED BY PIPE.

QUANTITIES FOR ONE INLET

MARK	NO. REQ'D.	DIMENSIONS X	DIMENSIONS Y	LENGTH
401	4	3'-6"	2'-2"	13'-4"
402	2	3'-4½"	* 2'-6½"	8'-5½"
403	5	2'-1½"	* 2'-7"	7'-2½"

* ADD 6 IN. TO THIS DIMENSION FOR EACH 6 IN. INCREASE OF "H" OVER 3 FT.-0 IN.

BAR LIST FOR H = 3 FT.-0 IN.

Computer File Information	
Creation Date: 07/31/19	
Designer Initials: JBK	
Last Modification Date: 07/31/19	
Detailer Initials: LTA	
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	

Sheet Revisions	
Date:	Comments

Colorado Department of Transportation
2829 West Howard Place
CDOT HQ, 3rd Floor
Denver, CO 80204
Phone: 303-757-9021 FAX: 303-757-9868
Project Development Branch JBK

CONCRETE INLET TYPE 13

Issued by the Project Development Branch: July 31, 2019

STANDARD PLAN NO.
M-604-13
Standard Sheet No. 1 of 1
Project Sheet Number:

DRAWN & DESIGNED BY: H.E.B.
CHECKED BY: H.E.B.
REVIEWED BY: _____
DATE: _____ FOR _____

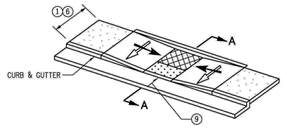
PINNACLE DESIGN CONSULTING GROUP, INC.
CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD
CARBONDALE, CO 81623 ● (970) 963-2170
pinnacledesign@sopris.net

REVISION	DATE	DESCRIPTION	BY	CH'D

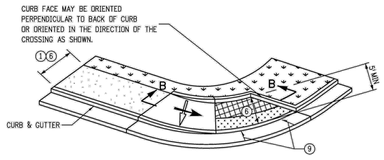
COAL SEAM LLC

LOT 1 HIGHWAY P.U.D. – 7051 COUNTY ROAD 335
TYPE 13 INLET DETAIL

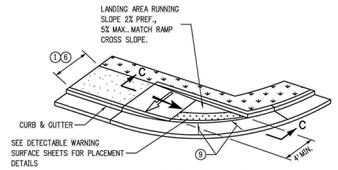
SCALE: N.T.S. | JOB NO: 2024.11 | DATE: 11-27-24
SHEET NO: C8



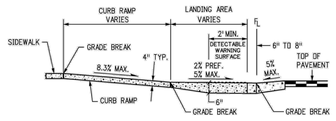
PARALLEL RAMP
(TYPICAL)



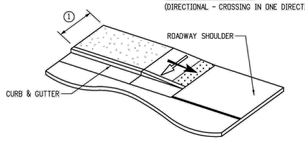
PARALLEL RAMP
(SIDEWALK ENDS)



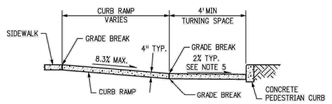
PARALLEL RAMP
(DIRECTIONAL - CROSSING IN ONE DIRECTION ONLY)



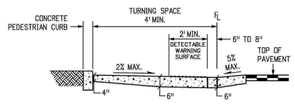
SECTION C-C



SIDEWALK TO SHOULDER TRANSITION



SECTION B-B



SECTION A-A

SIDEWALK

TURNING SPACE (4) (5) (6)

DETECTABLE WARNING SURFACE (DWS)

PARALLEL RAMP NOTES

1. RAMP WIDTH - PROVIDE A RAMP WIDTH EQUAL TO THE ADJOINING SIDEWALK, PROVIDE 4 FT. WIDTH MINIMUM. RAMPS SERVICING SHARED USE PATHS SHALL MATCH THE WIDTH OF THE PATH.
2. RAMP RUNNING SLOPE - 8.3% MAX.
3. RAMP CROSS SLOPE - 2.0% MAX.
4. TURNING SPACE RUNNING SLOPE - 2.0% MAX. TURNING SPACE RUNNING SLOPE IS MEASURED PERPENDICULAR TO THE BACK OF CURB.
5. TURNING SPACE CROSS SLOPE - 2.0% TYPICAL, AT CROSSINGS WITHOUT YIELD OR STOP CONTROL, OR WITH A SIGNAL WHERE VEHICLES CAN PROCEED THROUGH THE INTERSECTION WITHOUT SLOWING OR STOPPING, THE CROSS SLOPE OF THE TURNING SPACE MAY EQUAL THE HIGHWAY GRADE. AT MIDBLOCK PEDESTRIAN STREET CROSSINGS THE TURNING SPACE CROSS SLOPE MAY EQUAL THE HIGHWAY GRADE. TURNING SPACE CROSS SLOPE IS MEASURED IN THE DIRECTION OF THE RAMP RUN.
6. TURNING SPACE DIMENSIONS - PROVIDE A TURNING SPACE AT THE BOTTOM OF PARALLEL RAMPS WITH A WIDTH EQUAL TO THE WIDTH OF THE CURB RAMP. PROVIDE 4 FT. MINIMUM, MEASURED IN THE DIRECTION OF THE RAMP RUN. IF THE TURNING SPACE IS CONSTRAINED ON TWO SIDES, PROVIDE 5 FT. MEASURED IN THE DIRECTION OF PEDESTRIAN STREET CROSSING. THE TURNING SPACE MAY CONTAIN THE DETECTABLE WARNING SURFACE.
7. RAMP ALIGNMENT - RAMPS SHALL BE ALIGNED SO THE TURNING SPACE IS FULLY CONTAINED WITHIN THE CROSSWALK OR STREET CROSSING THEY SERVE. PROVIDE ONE RAMP FOR EACH STREET CROSSING DIRECTION. IN ALTERATIONS, WHERE EXISTING PHYSICAL CONSTRAINTS PREVENT PROVIDING ONE CURB RAMP FOR EACH CROSSING DIRECTION, A SINGLE DIAGONAL CURB RAMP (ON THE APEX OF A CORNER) SHALL BE PERMITTED TO SERVE BOTH PEDESTRIAN STREET CROSSINGS. DIAGONAL RAMPS ARE NOT ACCEPTABLE IN NEW CONSTRUCTION, OR FULL-DEPTH RECONSTRUCTION.
8. RAMP LENGTH - PARALLEL RAMP LENGTH IS DEPENDENT UPON THE RAMP SLOPE AND THE CHANGE OF ELEVATION FROM THE TURNING SPACE TO THE SIDEWALK. WHERE TERRAIN IS SLOPING A RAMP IS NOT REQUIRED TO CHASE GRADE MORE THAN 15 FT. REGARDLESS OF THE RESULTING RAMP SLOPE.
9. GUTTER COUNTER SLOPE - 5.0% MAX.

TYPE 2 PARALLEL CURB RAMPS

Computer File Information		Sheet Revisions	
Creation Date: 07/31/19		Date:	Comments
Designer Initials: JBK	(R-X)		
Last Modification Date: 07/31/19	(R-X)		
Detailer Initials: LTA	(R-X)		
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)		

Colorado Department of Transportation
2829 West Howard Place
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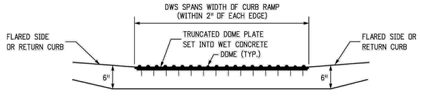
CURB RAMPS

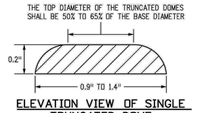
STANDARD PLAN NO.
M-608-1
Standard Sheet No. 4 of 10

Issued by the Project Development Branch: July 31, 2019

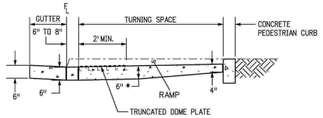
Project Sheet Number:



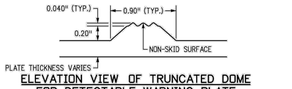
SECTION VIEW OF DETECTABLE WARNING SURFACE PLATE
(LOOKING AT PERPENDICULAR RAMP RUN FROM STREET)



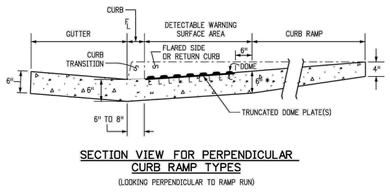
ELEVATION VIEW OF SINGLE TRUNCATED DOME



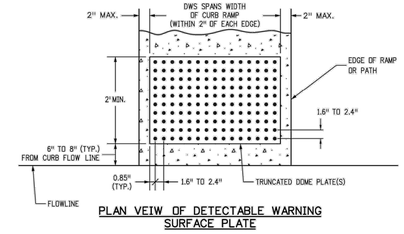
SECTION VIEW FOR PARALLEL CURB RAMP TYPES
(LOOKING PERPENDICULAR TO TURNING SPACE)



ELEVATION VIEW OF TRUNCATED DOME FOR DETECTABLE WARNING PLATE



SECTION VIEW FOR PERPENDICULAR CURB RAMP TYPES
(LOOKING PERPENDICULAR TO RAMP RUN)



PLAN VEIW OF DETECTABLE WARNING SURFACE PLATE

DETECTABLE WARNING SURFACE DETAILS

Computer File Information		Sheet Revisions	
Creation Date: 07/31/19		Date:	Comments
Designer Initials: JBK	(R-X)		
Last Modification Date: 07/31/19	(R-X)		
Detailer Initials: LTA	(R-X)		
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	(R-X)		

Colorado Department of Transportation
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Project Development Branch JBK

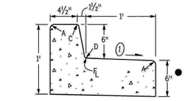
CURB RAMPS

STANDARD PLAN NO.
M-608-1
Standard Sheet No. 10 of 10

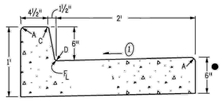
Issued by the Project Development Branch: July 31, 2019

Project Sheet Number:

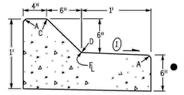
DRAWN & DESIGNED BY:	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D	COAL SEAM LLC	SCALE:	JOB NO:	DATE:
H.E.B.		CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD							N.T.S.	2024.11	11-27-24
CHECKED BY:	DATE: FOR	CARBONDALE, CO 81623 ● (970) 963-2170						LOT 1 HIGHWAY P.U.D. - 7051 COUNTY ROAD 335	SHEET NO:		
H.E.B.		pinnacledesign@sopris.net						HANDICAP RAMP AND DETECTABLE WARNING DETAILS	C9		



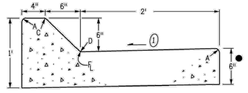
CURB AND GUTTER TYPE 2
(SECTION IB)
(6 IN. BARRIER – 1 FT. GUTTER)



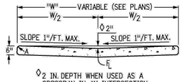
CURB AND GUTTER TYPE 2
(SECTION IIB)
(6 IN. BARRIER – 2 FT. GUTTER)



CURB AND GUTTER TYPE 2
(SECTION IM)
(6 IN. MOUNTABLE – 1 FT. GUTTER)

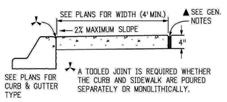


CURB AND GUTTER TYPE 2
(SECTION IIM)
(6 IN. MOUNTABLE – 2 FT. GUTTER)

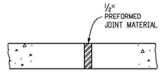


GUTTER TYPE 2

CURB AND GUTTER TYPE 2
(SECTION MS)
(4 IN. MOUNTABLE WITH SIDEWALK)



CONCRETE SIDEWALK



NOTES: 1. EXPANSION JOINTS SHALL BE PLACED IN THE SIDEWALK AT INTERVALS OF NOT MORE THAN 500 FT.

2. EXPANSION JOINTS MAY BE SEALED WHEN SPECIFIED ON THE PLANS.

SIDEWALK EXPANSION JOINT

GENERAL NOTES

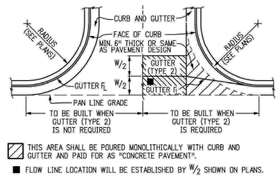
1. ON ROADWAY CURVES WITH A RADIUS OF 1,900 FT. OR LESS, CURBS AND GUTTERS ARE TO BE PLACED ON THE ARC OF THE CURVE, UNLESS OTHERWISE NOTED ON THE PLANS. A MAXIMUM CHORD LENGTH OF 10 FT. MAY BE USED WHEN THE CURVE RADIUS IS GREATER THAN 1,900 FT.
2. CONCRETE SHALL BE CLASS B.
3. PROFILE GRADE OF CURBS AND GUTTERS SHALL BE LOCATED AT THE FLOW LINE.
4. CURB TYPE 4 (KEY-WAY) MAY BE USED IN LIEU OF CURB AND GUTTER TYPE 2 (SECTIONS IB AND IM) UNLESS OTHERWISE SPECIFIED ON THE PLANS.
5. GUTTER CROSS SLOPES MAY BE ADJUSTED TO FACILITATE DRAINAGE FOR PROFILE GRADES AS SHOWN ON THE PLANS.
6. THICKNESS OF CURB AND GUTTER SECTION SHALL MATCH CONCRETE PAVEMENT THICKNESS IF SHOWN ON THE PLANS. CURB AND GUTTER SHALL BE CLASS P CONCRETE IF PLACED MONOLITHICALLY WITH CONCRETE PAVEMENT.
7. INCREASE SIDEWALK THICKNESS TO 6 IN. AT LOCATIONS SHOWN ON THE PLANS.
8. MINIMUM SIDEWALK WIDTH IS 4 FT.

▲ EXPANSION JOINTS SHALL BE INSTALLED WHEN ABUTTING EXISTING CONCRETE OR FIXED STRUCTURE. EXPANSION JOINT MATERIAL SHALL BE ½ IN. THICK AND SHALL EXTEND THE FULL DEPTH OF CONTACT SURFACE.

Ⓓ GUTTER CROSS SLOPES SHALL BE ½ IN./FT. WHEN DRAINING AWAY FROM CURB AND 1 IN./FT. WHEN DRAINING TOWARD CURB (WITH EXCEPTION TO IMMEDIATELY ADJACENT TO CURB RAMPS – SEE STANDARD PLAN M-608-1 FOR SLOPE REQUIREMENTS).

● WHEN TIE BARS ARE REQUIRED, THE GUTTER THICKNESS SHALL BE INCREASED TO THE PAVEMENT THICKNESS (T). BARS SHALL BE EPOXY-COATED #4 CONFORMING TO AASHTO M 284 AND SPACED AT 3 FT. INTERVALS. THEY SHALL BE INSERTED T/2 AND 1½ LENGTH INTO THE GUTTER.

LEGEND FOR RADII
A = 3/4" TO 1/4"
B = 1"
C = 1½"
D = 1½" TO 2"



▨ THIS AREA SHALL BE POURED MONOLITHICALLY WITH CURB AND GUTTER AND PAID FOR AS "CONCRETE PAVEMENT".

■ FLOW LINE LOCATION WILL BE ESTABLISHED BY W/2 SHOWN ON PLANS.

CONSTRUCTION OF CONCRETE GUTTERS AT INTERSECTION

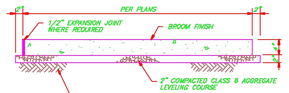
Computer File Information		Sheet Revisions	
Creation Date: 07/31/19		Date:	Comments
Designer Initials: JBK	RCX		
Last Modification Date: 07/31/19	RCX		
Detailer Initials: LTA	RCX		
CAD Ver.: MicroStation V8 Scale: Not to Scale Units: English	RCX		

Colorado Department of Transportation
2829 West Howard Place
CDOT HQ, 3rd Floor
Denver, CO 80204
Phone: 303-757-9021 FAX: 303-757-9868
Project Development Branch JBK

CURB, GUTTERS, AND SIDEWALKS

Issued by the Project Development Branch: July 31, 2019

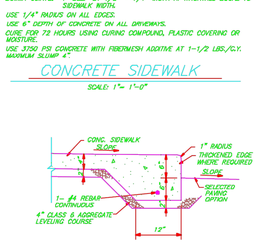
STANDARD PLAN NO.
M-609-1
Standard Sheet No. 1 of 4
Project Sheet Number:



NOTES:
1) EXPANSION JOINTS: NO MORE THAN 100' ON CENTER AND AT DRIVEWAYS.
2) DUMMY JOINTS: 1" DEEP BY 1/8" - 1/4" WIDTH AT INTERVALS EQUAL TO SIDEWALK WIDTH.
3) USE 1/4" RADIUS ON ALL EDGES.
4) USE 6" DEPTH OF CONCRETE ON ALL DRIVEWAYS.
5) CURE FOR 72 HOURS USING CURING COMPOUND, PLASTIC COVERING OR MOISTURE.
6) USE 3750 PSI CONCRETE WITH FIBERMESH ADDITIVE AT 1-1/2 LBS./C.Y. MAXIMUM SLUMP 4".

CONCRETE SIDEWALK

SCALE: 1"= 1'-0"



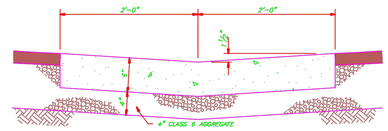
TYP. DETACHED SIDEWALK W/ THICKENED EDGE

SCALE: 1"= 1'-0"

TYPICAL SIDEWALK AND SIDEWALK W/THICKENED EDGE

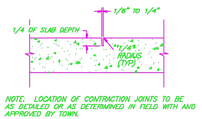
TOWN OF NEW CASTLE

NOT TO SCALE | DWG: DR-40



VALLEY PAN DETAIL

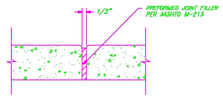
SCALE: 1½"= 1'-0"



NOTE: LOCATION OF CONTRACTION JOINTS TO BE AS DETAILED OR AS DETERMINED IN FIELD WITH AND APPROVED BY TOWN.

STANDARD CONTRACTION JOINT

N.T.S.



NOTE: EXPANSION JOINTS TO BE LOCATED ADJACENT TO ANY EXISTING CONCRETE OR FIXED STRUCTURE.

STANDARD EXPANSION JOINT

N.T.S.

VALLEY PAN DETAIL AND EXPANSION AND CONTRACTION JOINT DETAILS

TOWN OF NEW CASTLE

NOT TO SCALE | DWG: DR-60

DRAWN & DESIGNED BY: H.E.B.
CHECKED BY: H.E.B.
REVIEWED BY: _____
DATE: _____ FOR _____

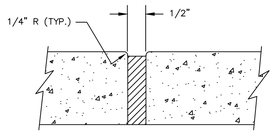
PINNACLE DESIGN CONSULTING GROUP, INC.
CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD
CARBONDALE, CO 81623 ● (970) 963-2170
pinnacledesign@sopris.net

REVISION	DATE	DESCRIPTION	BY	CH'D

COAL SEAM LLC

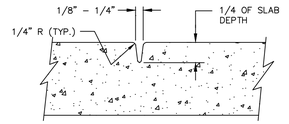
LOT 1 HIGHWAY P.U.D. – 7051 COUNTY ROAD 335
DRAINAGE DETAILS

SCALE: N.T.S. | JOB NO: 2024.11 | DATE: 11-27-24
SHEET NO: C10



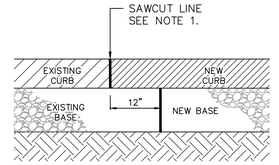
NOTE:
EXPANSION JOINTS TO BE LOCATED ADJACENT TO ANY EXISTING CONCRETE OR FIXED STRUCTURE, AND EVERY 100 FT. IN CURB AND GUTTER AND SIDEWALKS.

STANDARD EXPANSION JOINT
N.T.S.



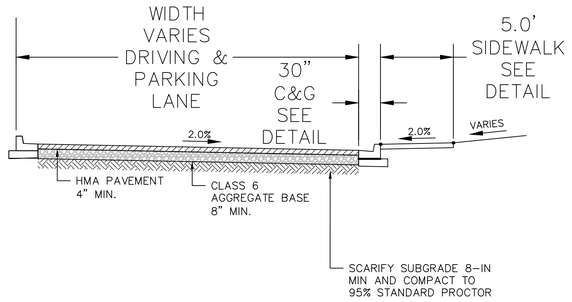
NOTE:
LOCATION OF CONTRACTION JOINTS TO BE EVERY 5 FT. IN SIDEWALK AND EVERY 10 FT. IN CURB AND GUTTER.

STANDARD CONTRACTION JOINT
N.T.S.

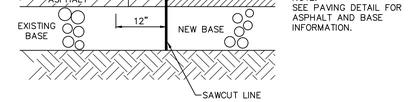


NOTE
1. SAWCUT SHALL BE AT NEAREST JOINT TO REMOVAL LOCATION SHOWN ON PLANS

CURB & GUTTER CONNECTION DETAIL
N.T.S.

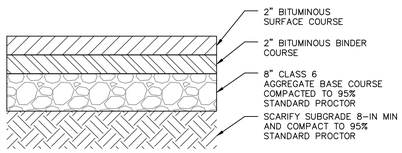


PARKING LOT – TYPICAL SECTION
N.T.S.



NOTE:
SEE PAVING DETAIL FOR ASPHALT AND BASE INFORMATION.

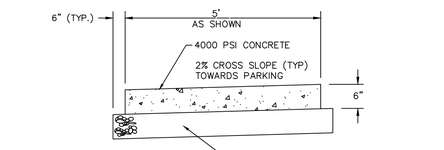
SAWCUT DETAIL
N.T.S.



NOTES:

1. REFER TO GEOTECHNICAL REPORT FOR ADDITIONAL INFORMATION. IF THERE ARE ANY DISCREPANCIES BETWEEN THIS DETAIL AND THE GEOTECHNICAL REPORT, THE GEOTECHNICAL REPORT SHALL GOVERN.
2. HMA PAVEMENT SHALL CONFORM TO DIVISION 400 OF THE CDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, AND SPECIAL PROVISIONS, LATEST EDITION.

PAVEMENT SECTION – HEAVY DUTY
N.T.S.



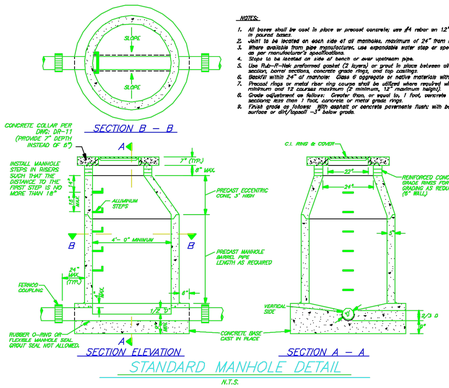
CONCRETE SIDEWALK DETAIL
N.T.S.

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	COAL SEAM LLC
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net	LOT 1 HIGHWAY P.U.D. – 7051 COUNTY ROAD 335 DRAINAGE DETAILS

REVISION	DATE	DESCRIPTION	BY	CH'D

SCALE:	JOB NO:	DATE:
N.T.S.	2024.11	11-27-24

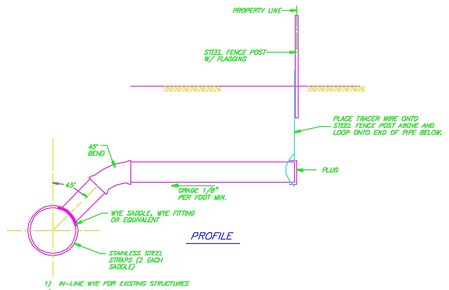
SHEET NO: C11



STANDARD MANHOLE DETAIL

N.T.S.

STANDARD SEWER MANHOLE DETAIL	
TOWN OF NEW CASTLE	
NOT TO SCALE	DWG: SW-10



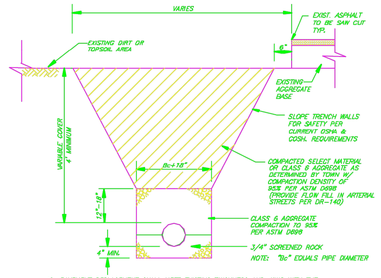
PROFILE

1) IN-LINE WYE FOR EXISTING STRUCTURES.
2) WYE SADDLE FOR OTHER SERVICES.
3) BACKFILL UNDER WYE TO BE SCREENED ROCK OR CLASS 6 AGGREGATE, 95% COMPACTION DENSITY PER ASTM D-698.
4) MINIMUM COVER - 5 FEET.

SEWER SERVICE CONNECTION DETAIL

N.T.S.

SEWER SERVICE CONNECTION DETAIL	
TOWN OF NEW CASTLE	
NOT TO SCALE	DWG: SW-40



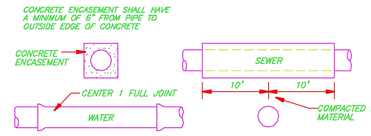
1) PAVEMENT REPLACEMENT SHALL MEET EXISTING THICKNESS AND KIND WITH THE FOLLOWING MINIMUMS: ASPHALT SURFACING = 3" MIN., AGGREGATE BASE COURSE = 6" MIN.
2) FOR UNPAVED SURFACES, BASE COURSE REPLACEMENT SHALL MEET EXISTING THICKNESS WITH THE FOLLOWING MINIMUMS: AGGREGATE BASE COURSE = 12" MIN.
3) DIRT / TOPSOIL PLACEMENT SHALL MEET EXISTING THICKNESS AND KIND WITH THE FOLLOWING MINIMUMS: 4" TOPSOIL
4) SELECT MATERIAL AS FOLLOWS: 6" MAXIMUM SIZE. (ROCKS TO BE PLACED SO THAT NO VOIDS ARE CREATED.)
5) DETAIL ABOVE FOR "DRY TRENCH" CONDITIONS. FOR UNSTABLE OR "WET TRENCH" CONDITIONS PROVIDE A MINIMUM 12" X 4" OF 1 1/2" SCREENED ROCK UNDER BEDDING MATERIAL WITH FILTER FABRIC PLACED BELOW AND ABOVE THE SCREENED ROCK.

TRENCH CROSS SECTION

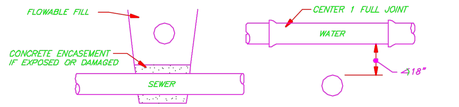
SCALE: 3/4"= 1'-0"

STANDARD SEWER MAIN TRENCH SECTION	
TOWN OF NEW CASTLE	
NOT TO SCALE	DWG: SW-50

CONCRETE ENCASEMENT SHALL HAVE A MINIMUM OF 6" FROM PIPE TO OUTSIDE EDGE OF CONCRETE



CONDITION #1: NEW WATER MAIN BELOW EXIST. SEWER MAIN



CONDITION #2: NEW WATER MAIN LESS THAN 18" ABOVE EXIST. SEWER MAIN

1) SEWER/WATER LINE TO BE CONSTRUCTED OF ONE JOINT (18' MINIMUM) OF C-900 PVC, DR-18 PIPE, CENTERED ON SEWER/WATER LINE FOR PERPENDICULAR CROSSING. FOR SKEW CROSSINGS, USE C-900 PIPE UNTIL HORIZONTAL SEPARATION EXCEEDS 10'.

WATER / SEWER CROSSING

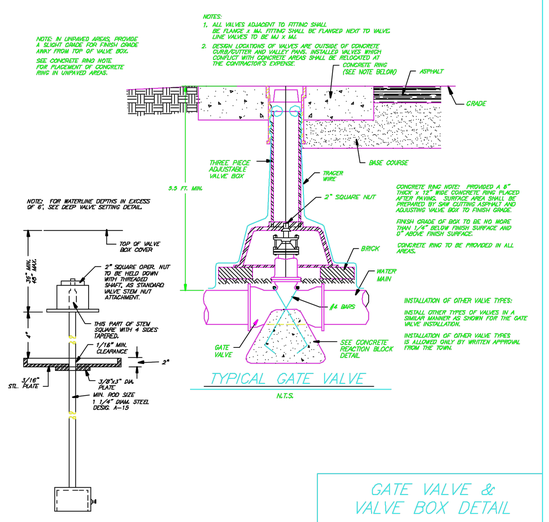
WATER/SEWER CROSSING DETAIL		
TOWN OF NEW CASTLE		
NOT TO SCALE	DWG: SW-60	

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY: _____	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CH'D
CHECKED BY: H.E.B.	DATE: _____ FOR _____	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net					

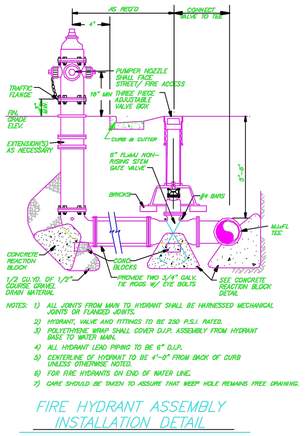
COAL SEAM LLC

LOT 1 HIGHWAY P.U.D. – 7051 COUNTY ROAD 335
SEWER DETAILS

SCALE: N.T.S.	JOB NO: 2024.11	DATE: 11-27-24
SHEET NO: C12		



GATE VALVE & VALVE BOX DETAIL
TOWN OF NEW CASTLE
NOT TO SCALE | DWG: WA-10



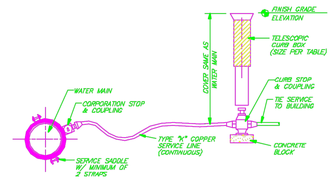
NOTES:
1) ALL JOINTS FROM MAIN TO HYDRANT SHALL BE HARNESSED MECHANICAL JOINTS OR FLANGED JOINTS.
2) HYDRANT, VALVE AND FITTINGS TO BE 250 P.S.I. RATED.
3) POLYETHYLENE WRAP SHALL COVER D.I.P. ASSEMBLY FROM HYDRANT BASE TO WATER MAIN.
4) ALL HYDRANT LEAD PIPING TO BE 6" D.I.P.
5) CENTERLINE OF HYDRANT TO BE 4'-0" FROM BACK OF CURB UNLESS OTHERWISE NOTED.
6) FOR FIRE HYDRANTS ON END OF WATER LINE.
7) CARE SHOULD BE TAKEN TO ASSURE THAT WEEP HOLE REMAINS FREE DRAINING.

FIRE HYDRANT ASSEMBLY INSTALLATION DETAIL

FIRE HYDRANT SETTING DETAIL
TOWN OF NEW CASTLE
NOT TO SCALE | DWG: WA-20

SERVICE PIPE	CORP. STOP	CURB STOP	SERVICE BOX
3/4"	3/4"	3/4"	3"
1"	1"	1"	3"
1 1/4"	1 1/4"	1 1/4"	3"
1 1/2"	1 1/4" - 1 1/2"	1 1/2"	3"
2"	1/2" - 2"	2"	3"

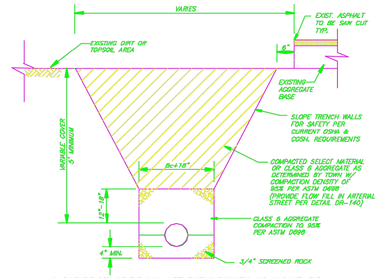
NOTE: CONTRACTOR TO VERIFY THE REQUIRED SERVICE SIZE WITH THE TOWN PRIOR TO INSTALLATION. THE TOWN WILL REQUIRE INDIVIDUAL DEMAND REQUIREMENTS BY THE SERVICE PRIOR TO SERVICE SIZE VERIFICATION.



NOTE:
1. LEAVE CORPORATION STOP AT MAIN IN THE "ON" POSITION.
2. LOCATE CURB STOP (AND SERVICE BOX) ON PRIVATE PROPERTY WITHIN TWO (2') FEET OF THE PROPERTY LINE OR AS APPROVED BY THE TOWN.
3. DIRECT TAPS ARE AN ACCEPTABLE ALTERNATIVE GIVEN WRITTEN TOWN APPROVAL.

TYP. WATER SERVICE DETAIL

WATER SERVICE INSTALLATION DETAIL
TOWN OF NEW CASTLE
NOT TO SCALE | DWG: WA-30

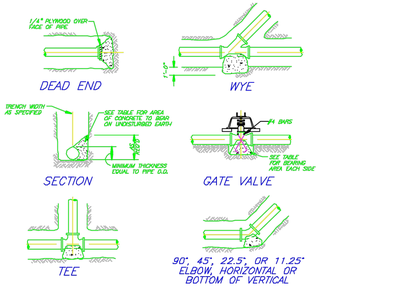


1) PAVEMENT REPLACEMENT SHALL MEET EXISTING THICKNESS AND KIND WITH THE FOLLOWING MINIMUMS: ASPHALT SURFACING = 3" MIN., AGGREGATE BASE COURSE = 6" MIN.
2) FOR UNPAVED SURFACES, BASE COURSE REPLACEMENT SHALL MEET EXISTING THICKNESS WITH THE FOLLOWING MINIMUMS: AGGREGATE BASE COURSE = 12" MIN.
3) DIRT / TOPSOIL PLACEMENT SHALL MEEET EXISTING THICKNESS AND KIND WITH THE FOLLOWING MINIMUMS: 4" TOPSOIL.
4) SELECT MATERIAL AS FOLLOWS: 6" MAXIMUM SIZE IN TOP 12" OF BACKFILL, 12" MAXIMUM SIZE IN REMAINDER OF BACKFILL
5) PROVIDE TRACER WIRE TAPED TO THE TOP OF PIPE FOR PVC INSTALLATIONS. (TYPE OF TAPE TO BE APPROVED BY THE TOWN.)
6) PROVIDE POLYETHYLENE WRAP AROUND DUCTILE IRON PIPE INSTALLATIONS. USE A MINIMUM OF 12" LAPS WITH THE POLYETHYLENE WRAP. TAPE WRAP WITH TOWN APPROVED TAPE AT 3'-0" O.C.
7) DETAIL ABOVE FOR "DRY TRENCH" CONDITIONS. FOR UNSTABLE OR "WET TRENCH" CONDITIONS PROVIDE A MINIMUM OF 6" OF 1 1/2" SCREENED ROCK UNDER BEDDING MATERIAL WITH FILTER FABRIC PLACED BELOW AND ABOVE THE SCREENED ROCK.

TRENCH CROSS SECTION

SCALE: 3/4"= 1'-0"

STANDARD WATER MAIN TRENCH SECTION
TOWN OF NEW CASTLE
NOT TO SCALE | DWG: WA-40



SIZE (INCHES)	ELBOWS 90° (SQ. FT.)	45° (SQ. FT.)	22.5° (SQ. FT.)	11.25° (SQ. FT.)	TEES & DEAD ENDS	GATE VALVES
4	1.8	1.0	0.5	0	1.3	0.5
6	4.0	2.2	1.1	0	2.8	0.7
8	7.1	3.9	2.0	1.0	5.0	2.4
10	11.1	6.0	3.0	1.5	7.8	4.5
12	16.0	8.6	4.4	2.2	11.3	7.3
14	21.7	11.8	6.0	3.0	15.4	11.0
16	28.4	15.7	8.0	4.0	20.0	16.6
18	36.0	19.4	10.0	5.0	25.4	24.9

AREAS GIVEN IN TABLE ARE BASED UPON AN INTERNAL STATIC PRESSURE OF 150 P.S.I. AND A SOIL BEARING CAPACITY OF 1000 LBS. PER SQ. FT.. BEARING AREAS FOR ANY PRESSURE AND SOIL BEARING CAPACITY MAY BE OBTAINED BY MULTIPLYING THE TABULATED VALUES BY A CORRECTION FACTOR "F".

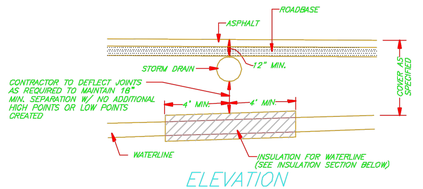
F= ACTUAL SPECIFIED TEST PRESSURE IN HUNDREDS OF LBS.
ACTUAL SOIL BEARING CAPACITY IN THOUSANDS OF LBS. PER SQ. FT.

INSTALLATION OF THRUST BLOCKS ARE NOT ALLOWED FOR CONDITIONS OUTSIDE OF THOSE LISTED UNITS. SUBMITTAL OF CALCULATIONS FOR THE CORRECTION FACTOR ARE SUBMITTED TO AND REVIEWED BY THE TOWN AND WRITTEN APPROVAL BY THE TOWN IS GIVEN.

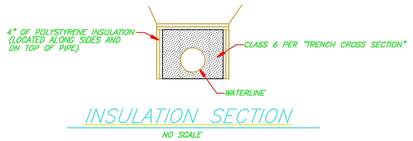
TABLE OF BEARING AREAS IN SQ. FT.

TYP. CONCRETE REACTION BLOCK DETAILS

THRUST BLOCKING DETAILS
TOWN OF NEW CASTLE
NOT TO SCALE | DWG: WA-50



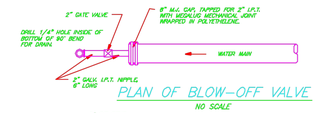
ELEVATION WATERLINE/CULVERT CROSSING
NO SCALE



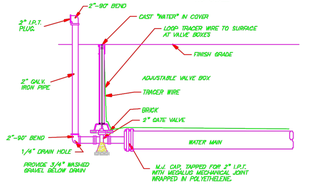
INSULATION SECTION
NO SCALE

NOTE: AS DRAWN, THE INSULATION DETAIL ADDRESSES CULVERT CROSSINGS. PROVIDE THE SAME DETAIL FOR THOSE INSTANCES WHERE THE WATERLINE IS INSTALLED WITHIN 5' OF OPEN AIR.

WATERLINE INSULATION DETAIL
TOWN OF NEW CASTLE
NOT TO SCALE | DWG: WA-80



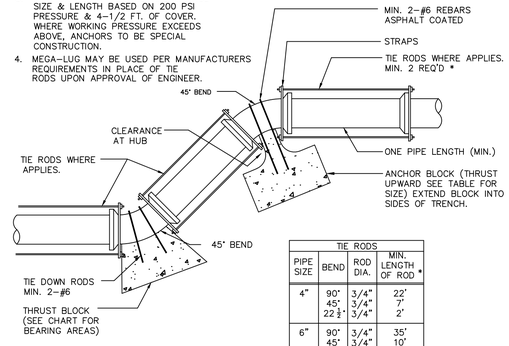
PLAN OF BLOW-OFF VALVE
NO SCALE



ELEVATION OF BLOW-OFF VALVE
NO SCALE

BLOW OFF DETAIL
TOWN OF NEW CASTLE
NOT TO SCALE | DWG: WA-90

NOTES:
1. USE CONCRETE THRUST BLOCKS & ANCHOR BLOCK FOR PLASTIC PIPE, (NO TIE RODS).
2. FOR CAST IRON PIPE USE EITHER TIE RODS OR CONCRETE BLOCKS.
3. ANCHOR BLOCK WEIGHTS AND TIE ROD SIZE & LENGTH BASED ON 200 PSI PRESSURE & 4-1/2 FT. OF COVER. WHERE WORKING PRESSURE EXCEEDS ABOVE, ANCHORS TO BE SPECIAL CONSTRUCTION.
4. MEGA-LUG MAY BE USED PER MANUFACTURERS REQUIREMENTS IN PLACE OF TIE RODS UPON APPROVAL OF ENGINEER.



PIPE SIZE	MIN WEIGHT OF ANCHOR BLOCK 90° BEND	45° BEND	22 1/2° BEND
2"	150#	150#	150#
3"	900#	450#	150#
4"	1600#	900#	450#
6"	6050#	2400#	700#
8"	12,300#	5750#	2000#
10"	22,500#	12,100#	6200#
12"	32,100#	17,400#	8900#

NOTE: WEIGHT OF CONCRETE EQUALS 150#/CU. FT.

TIE RODS			
PIPE SIZE	BEND	ROD DIA.	MIN. LENGTH OF ROD *
4"	90°	3/4"	22'
	45°	3/4"	7'
	22 1/2°	3/4"	2'
6"	90°	3/4"	35'
	45°	3/4"	10'
	22 1/2°	3/4"	3'
8"	90°	1"	48'
	45°	3/4"	14'
	22 1/2°	3/4"	4'
12"	90°	1 1/4"	78'
	45°	3/4"	22'
	22 1/2°	3/4"	6'

ACTUAL LENGTH OF ROD TO BE SUCH * THAT STRAP CAN BE PLACED BEYOND FIRST COLLAR OR HUB AT OR BEYOND THE MINIMUM LENGTH SHOWN.

VERTICAL BEND ANCHOR DETAIL
N.T.S.

DRAWN & DESIGNED BY: H.E.B.
CHECKED BY: H.E.B.
REVIEWED BY: _____
DATE: _____ FOR _____

PINNACLE DESIGN CONSULTING GROUP, INC.
CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD
CARBONDALE, CO 81623 ● (970) 963-2170
pinnacledesign@sopris.net

REVISION	DATE	DESCRIPTION	BY	CH'D

COAL SEAM LLC

LOT 1 HIGHWAY P.U.D. - 7051 COUNTY ROAD 335
WATER DETAILS

SCALE: N.T.S. | JOB NO: 2024.11 | DATE: 11-27-24
SHEET NO: C13

DRAINAGE REPORT

7051 COUNTY ROAD 335
NEW CASTLE, COLORADO 81647

Prepared For:

COAL SEAM LLC
110 SPUR DRIVE
GLENWOOD SPRINGS, CO 81601

Prepared By:

Hans E. Brucker, PE, PLS
Pinnacle Design Consulting Group, Inc.
805 Buck Point Road
Carbondale, Colorado 81623

November 27, 2024

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Appendix

Computer Printouts

Introduction / General Description

This drainage report has been prepared for the commercial development of a Lot located at 7051 County Road 335 in New Castle, Colorado. The Lot is located along the Colorado River just east of the I70 overpass that services New Castle.

The proposed parking area is mild sloping at approximately 2.5% grade, however, the buildings will be situated on slopes that approach 27% grade. The Lot includes vegetation consisting of native grasses, and Gamble Oak. An existing concrete building pad is located on the Lot, but will be removed as part of the new construction. All of the development and infrastructure will be beyond the 100-year flood plain line.

Preliminary soil investigations have been conducted and show suitable soils for construction. The soils are known to percolate at acceptable rates.

Project Description

The development plan for the site includes the construction of a 71 room hotel and mixed use commercial buildings with access from County Road 335. The development is within the Business P.U.D. Zone District.

Ultimately the site is tributary to the Colorado River Basin and there are no drainage channels that run across the property.

Stormwater from the steep slopes south of the county road is intercepted by the county road.

Drainage Analysis Methodology

As part of the development of this Lot, we have analyzed the entire development area as eight separate drainage basins. The proposed grading will convey the storm water from the Lot via inlets into two Stormtech Chambers north of the buildings. The Rational Method is used as the basis for determining the on-site peak 100-year storm water flow rates. Runoff coefficients have been selected based on the percent imperviousness of the site for Hydrologic Soil Group B.

Detention for the site is not required per our discussion with the Town Engineer given the proximity to the Colorado River. As an alternative we will divert all storm water to the Stormtech Chamber areas that will be calculated using the required Water Quality Control Volume (WQCV) for a Sand Filter.

Peak Flow Rates –Rational Method:

Based on the Rational Methodology, the developed peak flow rate for each basin 100-year return period and can be calculated as follows:

Rational Method:

Given:

Q = CIA

Where:

Q = Peak Discharge, cfs for the return period
C = Runoff Coefficient
I = Rainfall Intensity, inches/hour
A = Drainage Area, acres

The intensity value is derived based on the time of concentration for the Lot from the ground cover, slope, and the degree to which the stormwater is channelized. Based past experience when analyzing smaller sized drainage basins by using the Rational Method, time-of-concentration values typically are less than 5-minutes, especially on steeper sloping sites. Therefore, we will use the minimum time-of-concentration value of 5-minutes for the analysis as it will yield more conservative peak flow rates in this instance.

Specific time-intensity-frequency curves for the New Castle can be derived from the latest NOAA Atlas 14 information.

For this particular Lot, the Drainage Basin characteristics and historic flow rates for the 100-year storms are as follows (See Appendix for Drainage Basin locations):

Based upon and intensity of 5.94 in/hr the developed 100-year runoff coefficients and peak flow rates are calculated as follows:

DEVELOPED DRAINAGE BASIN
PEAK RUNOFF FLOW DETERMINATION

DRAINAGE BASIN	TOTAL AREA ACRES	100-YEAR RUNOFF COEFFICIENT	100-YEAR INTENSITY in/hr	"Q" VALUE cfs
1	0.547	0.92	5.94	2.99
2	0.223	0.92	5.94	1.22
3	0.171	0.92	5.94	0.94
4	0.115	0.92	5.94	0.63
5	0.037	0.35	5.94	0.08
6	0.052	0.35	5.94	0.11
7	0.384	0.92	5.94	2.10
8	0.423	0.92	5.94	2.31

See Appendix for Drainage Basin information.

Water Quality:

Water quality for the project will be based upon treating all of the developed area, including the buildings and parking lot with two sand filters.

Given a tributary area of 81,152 ft^2 and an imperviousness of 100%, we determined that a total Water Quality Control Volume (WQCV) exceeding 1,887 ft^3 will be adequate (see Appendix design procedure). In addition, two Stormtech Chamber Beds, each with a volume of 1048 ft^3 should be provided.

Detention:

No detention is required for the project.

Pipe & Inlets:

In general Stormwater will be collected in CDOT Type 13 inlets and routed via 15" diameter HDPE pipe from which it will be conveyed to the Stormtech Chambers.

Project Design Principles:

The project, to the extent possible considering all of the input parameters, has been designed in concert with USDCM principals. Given the predetermined location of the commercial buildings and parking lot. We considered water quality early in the design process and have used major portions of the site to incorporate various BMP's including a sand filter. A treatment train approach has been utilized where feasible to provide water quality and flood controls. In addition, we have designed the new drainage facilities for maintenance access and have considered public safety.

Erosion Control:

Given the size of the project, disturbance to the site will be considerable. We are recommending that a silt fence be installed on the down-gradient side of the proposed improvements in order to eliminate sediment transfer and to mitigate concern for water quality impacts on the Colorado River Basin. Other BMP's are shown on the Grading and Drainage Plan. All excavations should be planned to minimize, to the extent possible, damage to surrounding vegetation.

Maintenance:

The Stormtech Chambers should be checked annually after construction to ensure that they are free of debris and silt. The lower manhole should be checked to make sure it is free of debris. If debris and silt are encountered, they should be removed via pumping or other mechanical means. Since maintenance will ultimately be facilitated by the HOA, a contact person will be provided once the HOA is formalized.

Temporary silt fence should remain in place until all areas on the Lot are revegetated.

Nearest Flood Zone:

Subject property is located within a major FIRM 100-year flood zone.

Conclusions:

The development of this Lot, from a drainage perspective, will utilize Stormtech Chambers to treat, detain and route stormwater through the site. To the extent possible, we have avoided unnecessary impervious areas and have designed the proposed plan in concert with the USDCM principles, the desires of the client, and long-term BMP maintenance concerns. The proposed design will improve the existing drainage conditions by increasing water quality treatment in areas not previously mitigated as such. Given the proximity to the river we do not anticipate and any flood impacts to adjacent property owners.

Recommendations:

1. Positive drainage should be constructed away from the building foundations in accordance with the grading and drainage plan (if proposed grades are shown) and to the extent possible, with the final soils report.

2. Stormwater should be conveyed to the Stormtech Chambers via underground storm drain as shown on the Grading Plan.

3. Erosion control measures recommended above should be strictly followed.

4. Maintenance for drainage facilities should be in accordance with the aforementioned maintenance section.

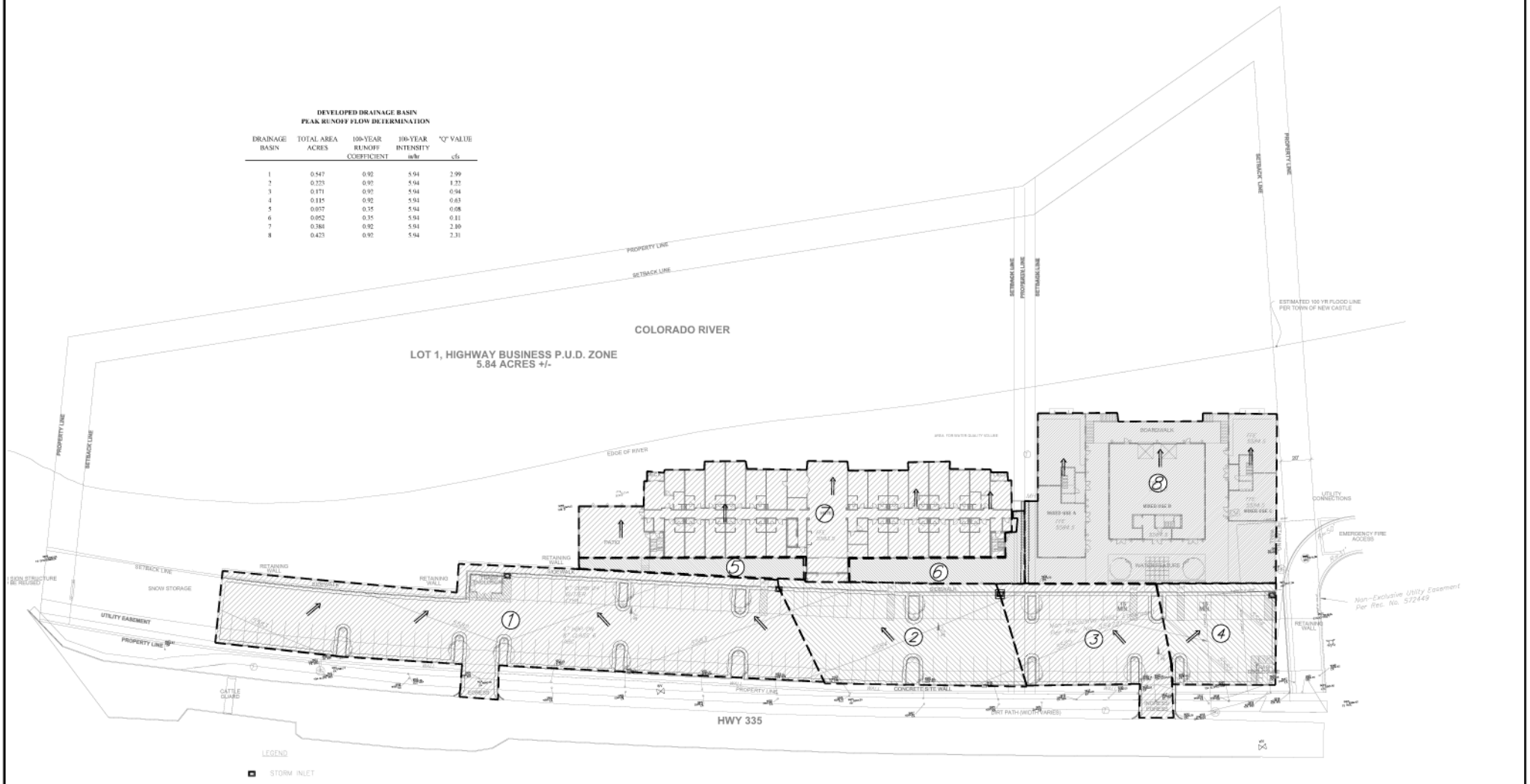
References:

City of Aspen URMP (latest edition)
USDCM Vols. 1-3

APPENDIX

DEVELOPED DRAINAGE BASIN
PEAK RUNOFF FLOW DETERMINATION

DRAINAGE BASIN	TOTAL AREA ACRES	100-YEAR RUNOFF COEFFICIENT	100-YEAR INTENSITY in/hr	"Q" VALUE cfs
1	0.547	0.92	5.94	2.99
2	0.225	0.92	5.94	1.22
3	0.171	0.92	5.94	0.94
4	0.115	0.92	5.91	0.63
5	0.057	0.35	5.94	0.08
6	0.052	0.35	5.94	0.11
7	0.384	0.92	5.94	2.10
8	0.423	0.92	5.94	2.31



3

DRAWN & DESIGNED BY: H.E.B.	REVIEWED BY:	PINNACLE DESIGN CONSULTING GROUP, INC.	REVISION	DATE	DESCRIPTION	BY	CHD	COAL SEAM LLC
CHECKED BY: H.E.B.	DATE: FOR	CONSULTING ENGINEERS ● 0805 BUCK POINT ROAD CARBONDALE, CO 81623 ● (970) 963-2170 pinnacledesign@sopris.net						LOT 1 HIGHWAY P.U.D. – 7051 COUNTY ROAD 335 DRAINAGE BASINS

SCALE:	JOB NO:	DATE:
1" = 30'	2024.11	11-27-24

SHEET NO: C4

Design Procedure Form: Sand Filter (SF)

UD-BMP (Version 3.07, March 2018) **Sheet 1 of 2**

Designer: Hans Brucker
Company: Pinnacle Design
Date: November 19, 2024
Project: 7051 County Road 335
Location: New Castle, Colorado

1. Basin Storage Volume

A) Effective Imperviousness of Tributary Area, I_a (100% if all paved and roofed areas upstream of sand filter): I_a = 100.0 %

B) Tributary Area's Imperviousness Ratio (i = I_a/100): i = 1.000

C) Water Quality Capture Volume (WQCV) Based on 12-hour Drain Time
WQCV= 0.8 * (0.91* i^3 - 1.19 * i^2 + 0.78 * i): WQCV = 0.40 watershed inches

D) Contributing Watershed Area (including sand filter area): Area = 81,152 sq ft

E) Water Quality Capture Volume (WQCV) Design Volume
V_{WQCV} = WQCV / 12 * Area: V_{WQCV} = cu ft

F) For Watersheds Outside of the Denver Region, Depth of Average Runoff Producing Storm: d_6 = 0.30 in

G) For Watersheds Outside of the Denver Region, Water Quality Capture Volume (WQCV) Design Volume: $V_{WQCV\ OTHER}$ = 1,887 cu ft

H) User Input of Water Quality Capture Volume (WQCV) Design Volume (Only if a different WQCV Design Volume is desired): $V_{WQCV\ USER}$ = cu ft

2. Basin Geometry

A) WQCV Depth: D_{WQCV} = 3.0 ft

B) Sand Filter Side Slopes (Horizontal distance per unit vertical, 4:1 or flatter preferred). Use "0" if sand filter has vertical walls.: Z = 0.00 ft / ft

C) Minimum Filter Area (Flat Surface Area): A_{Min} = 1014 sq ft

D) Actual Filter Area: A_{Actual} = sq ft

E) Volume Provided: V_T = cu ft

3. Filter Material

Choose One
- (●) 18" CDOT Class B or C Filter Material
- ( ) Other (Explain):

4. Underdrain System

A) Are underdrains provided?

Choose One
- ( ) YES
- (●) NO

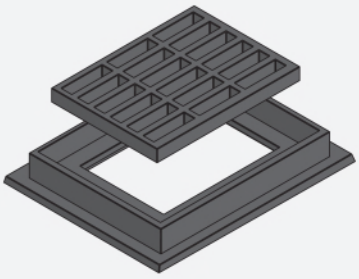
B) Underdrain system orifice diameter for 12 hour drain time

i) Distance From Lowest Elevation of the Storage Volume to the Center of the Orifice: y = N/A ft

ii) Volume to Drain in 12 Hours: Vol_{12} = N/A cu ft

iii) Orifice Diameter, 3/8" Minimum: D_O = N/A in

129561 Section 10:Section 10 5/31/13 7:33 AM Page 1

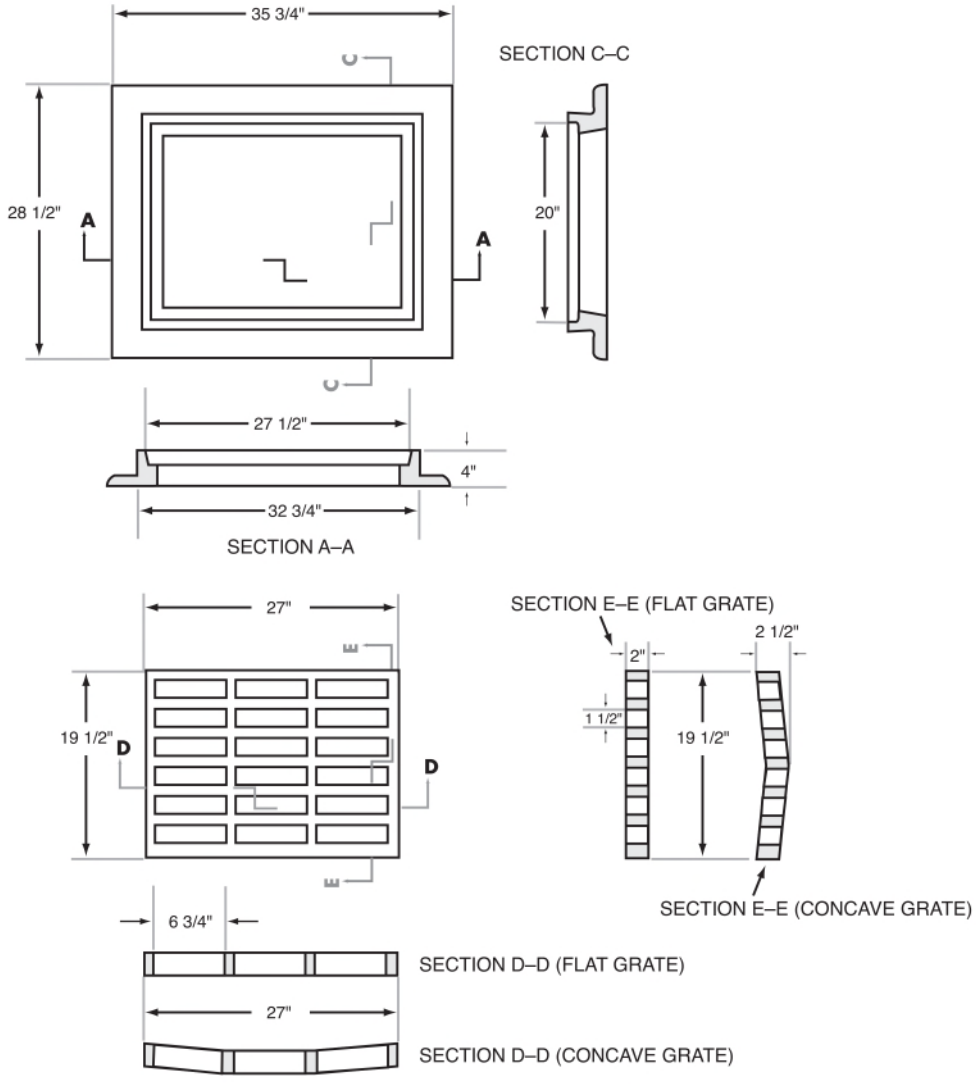


IFG1927CI

APPROXIMATE WEIGHT

FRAME	**190 lb**
GRATE FLAT	**169 lb**
GRATE CONCAVE	**182 lb**

NOTE:
FINISH—BLACK BITUMINOUS PAINT



CASTINGS INC. 860 4TH AVE. • P.O. BOX 669 • GRAND JCT, CO 81502 • 970.243.2032 • FAX 970.242.4962

Type 13 Inlet Capacity

Dept and Area in inch Units

Area sq. in.	Depth in	Q cfs	Q gpm
182.25	3	3.05	1365.66

Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc. Tuesday, Nov 19 2024

6 inch PVC Flowing 80% Full

Circular

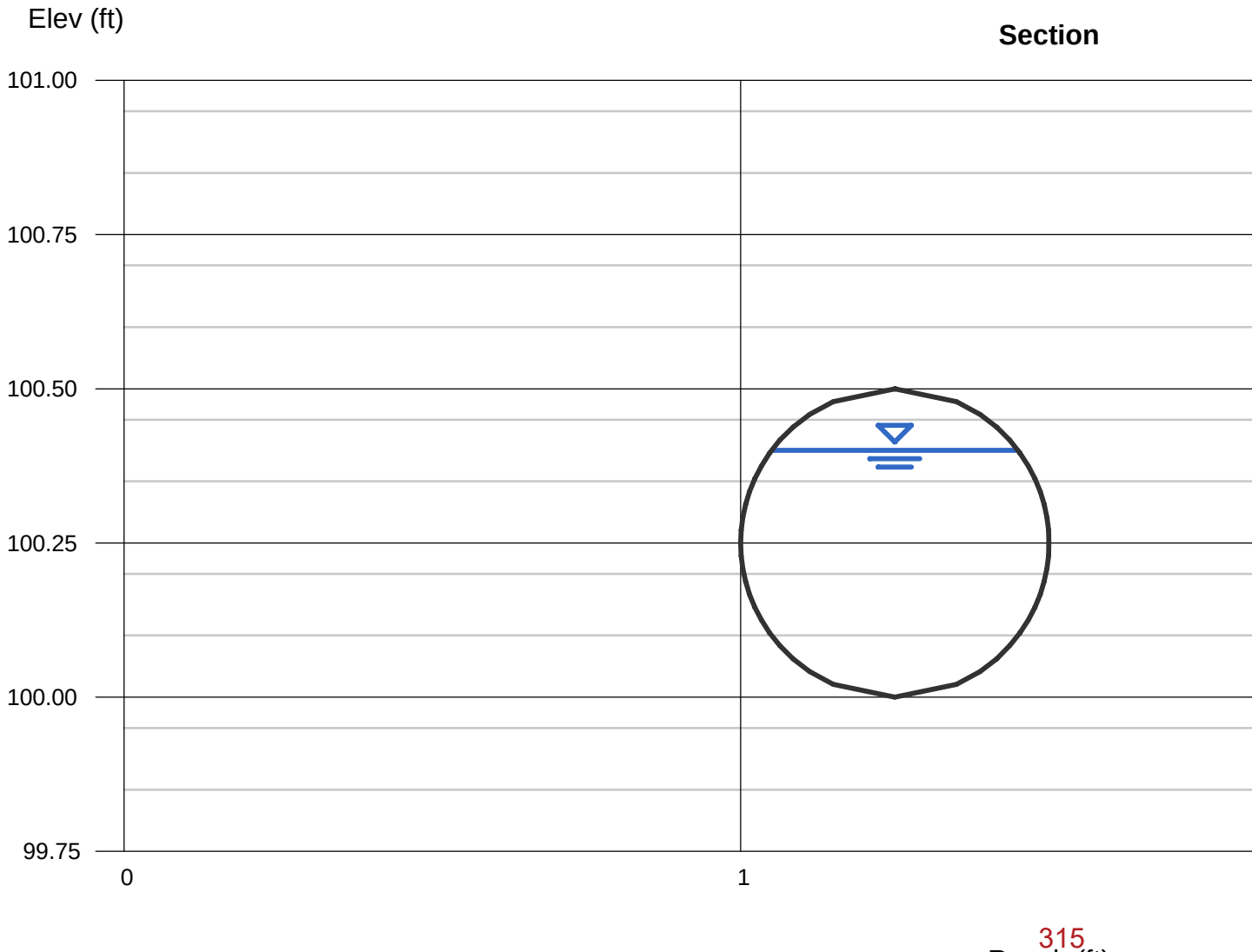
Diameter (ft)	= 0.50
Invert Elev (ft)	= 100.00
Slope (%)	= 2.00
N-Value	= 0.012

Calculations

Compute by:	Known Depth
Known Depth (ft)	= 0.40

Highlighted

Depth (ft)	= 0.40
Q (cfs)	= 0.840
Area (sqft)	= 0.17
Velocity (ft/s)	= 4.99
Wetted Perim (ft)	= 1.11
Crit Depth, Yc (ft)	= 0.46
Top Width (ft)	= 0.40
EGL (ft)	= 0.79



Channel Report

Hydraflow Express Extension for Autodesk® AutoCAD® Civil 3D® by Autodesk, Inc. Tuesday, Nov 19 2024

15 INCH HDPE FLOWING 5 CFS AT 0.5% GRADE

Circular

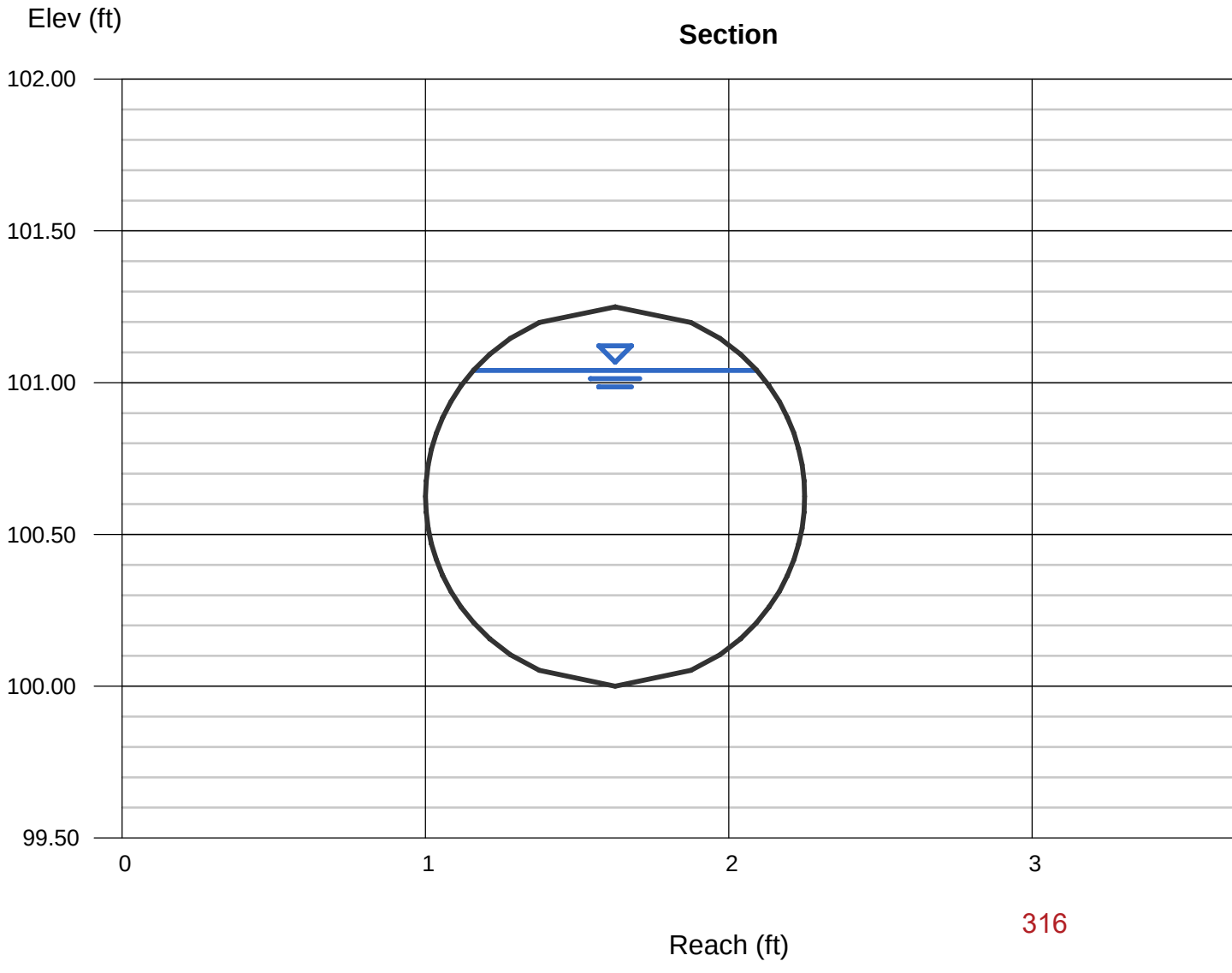
Diameter (ft)	= 1.25
Invert Elev (ft)	= 100.00
Slope (%)	= 0.50
N-Value	= 0.012

Calculations

Compute by:	Known Q
Known Q (cfs)	= 5.00

Highlighted

Depth (ft)	= 1.04
Q (cfs)	= 5.000
Area (sqft)	= 1.09
Velocity (ft/s)	= 4.58
Wetted Perim (ft)	= 2.88
Crit Depth, Yc (ft)	= 0.91
Top Width (ft)	= 0.93
EGL (ft)	= 1.37



THESE PLANS ARE CONCEPTUAL IN NATURE. INDIVIDUAL BUILDING PLANS MAY VARY BUT WILL BE EVALUATED FOR COMPLIANCE WITH DESIGN STANDARDS CONTAINED WITHIN THE TOWN OF NEW CASTLE CODE OF ORDINANCES AT THE TIME OF SUBMITTING A BUILDING PERMIT APPLICATION.

LANDSCAPE PLAN
PLANT SCHEDULE

Symbol	Botanic Name	Common Name	Size
	Malus "Spring Snow"	Spring Snow Crabapple (fruitless)	2 ½" caliper
	Acer ginnala "Flame"	Flame Maple	2" caliper
	Picea pungens "Glauca"	Colorado Blue Spruce	8'ht.
	Salix irrorate	Blue Stem Willow	5 gallon
	Cornus servicea colordense	Colorado Dogwood	5 Gallon
	Syringa vulgaris	Common Lilac	15 Gallon
	Juniperus media "Pfitzerianna"	Pfitzer Juniper	5 gallon
	Geranium cinereum "Ballerina"	Ballerina Grayleaf Cranesbill	1 gallon

Sod to be locally sourced such as Mountain Blue Turf Farm or Rivendell Sod Farm

Seed to be a low grow reclamation mix consisting of;
30% Crested Wheatgrass, 20% Sheep Fescue, 25% Perennial Ryegrass, 15% Chewing Fescue, and 10% Upland Bluegrass

IRRIGATION SCHEDULE

1. All trees to receive permanent underground drip irrigation
2. All sod and ornamental shrub areas to receive permanent underground pop up spray head irrigation
3. All reclamation seed and native shrub area to receive permanent underground pop up rotary impact head irrigation

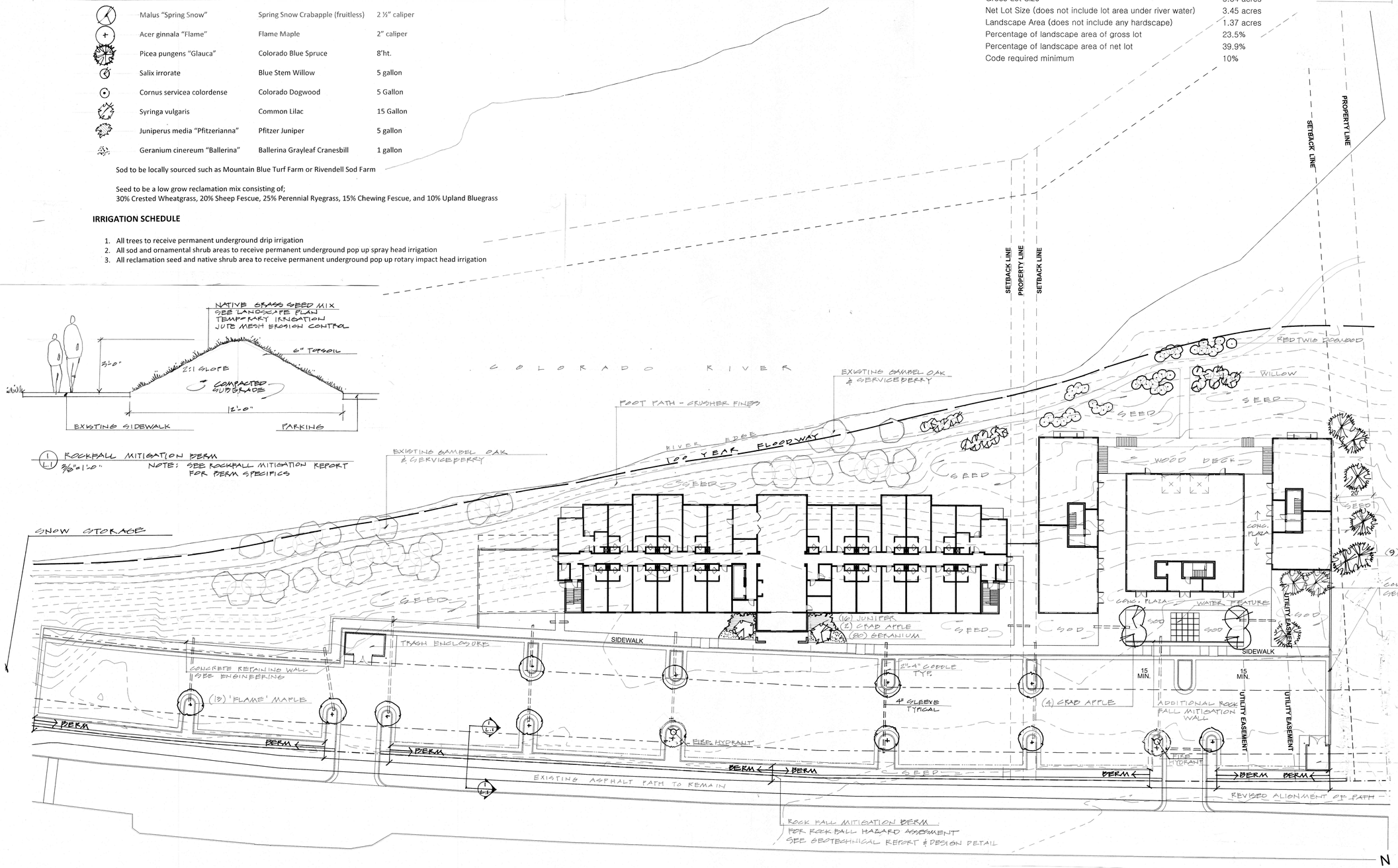
Note:

100 Year floodway information provided by Town of New Castle, Flood Plain Address Map produced by Schmueser Gordon Meyer

Area Calculations:

Gross Lot Size	5.84 acres
Net Lot Size (does not include lot area under river water)	3.45 acres
Landscape Area (does not include any hardscape)	1.37 acres
Percentage of landscape area of gross lot	23.5%
Percentage of landscape area of net lot	39.9%
Code required minimum	10%

1/L1 ROCKFALL MITIGATION BERM
3/8"=1'-0" NOTE: SEE ROCKFALL MITIGATION REPORT FOR BERM SPECIFICS



LANDSCAPE PLAN 1

0 10' 20' 40'

RED
1001 Grand Ave, Suite 103
Glenwood Springs CO 81601

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2024

Lot 1 Highway PUD

7051 335 County Rd New Castle Colorado 81647

SITE LEGEND

- EXISTING GRADE
- PROPOSED GRADE
- PROPERTY LINE
- SETBACK LINE
- EASEMENT
- FENCE
- STREET
- SIDEWALK
- DRIVEWAY
- WATER FEATURE
- GRAVEL
- WALL SCONCE
- STREET LAMP/ BOLLARDS

theSTEVENSgroup
Landscape Architecture
Land Planning
Construction Management
(970) 319-0699

NOT FOR CONSTRUCTION

Reference Site Plan

Sheet
L.1

REVISION DATE:
05.19.2025

DESIGN NOTES:

1. THE ROCKFALL ANALYSIS BY CTL|THOMPSON, INC. WAS TO DEVELOP CRITERIA AND RECOMMENDED LOCATIONS FOR ROCKFALL MITIGATION STRUCTURES.
2. THIS PLAN IS NOT FOR CONSTRUCTION. IT IS TO PROVIDE GUIDELINES FOR THE CIVIL ENGINEER TO DEVELOP A GRADING PLAN FOR THE ROCKFALL MITIGATION BERM AND FOR THE STRUCTURAL ENGINEER TO DESIGN THE ROCKFALL MITIGATION WALL.
3. THE ROCKFALL MITIGATION CONCEPTS SET FORTH ON THE PLAN ARE RECOMMENDED BY CTL|THOMPSON, INC. TO PROTECT LIFE, LIMB, AND PROPERTY FROM ROCKFALL HAZARD THAT COULD AFFECT THE SUBJECT SITE.

ROCKFALL MITIGATION CRITERIA:

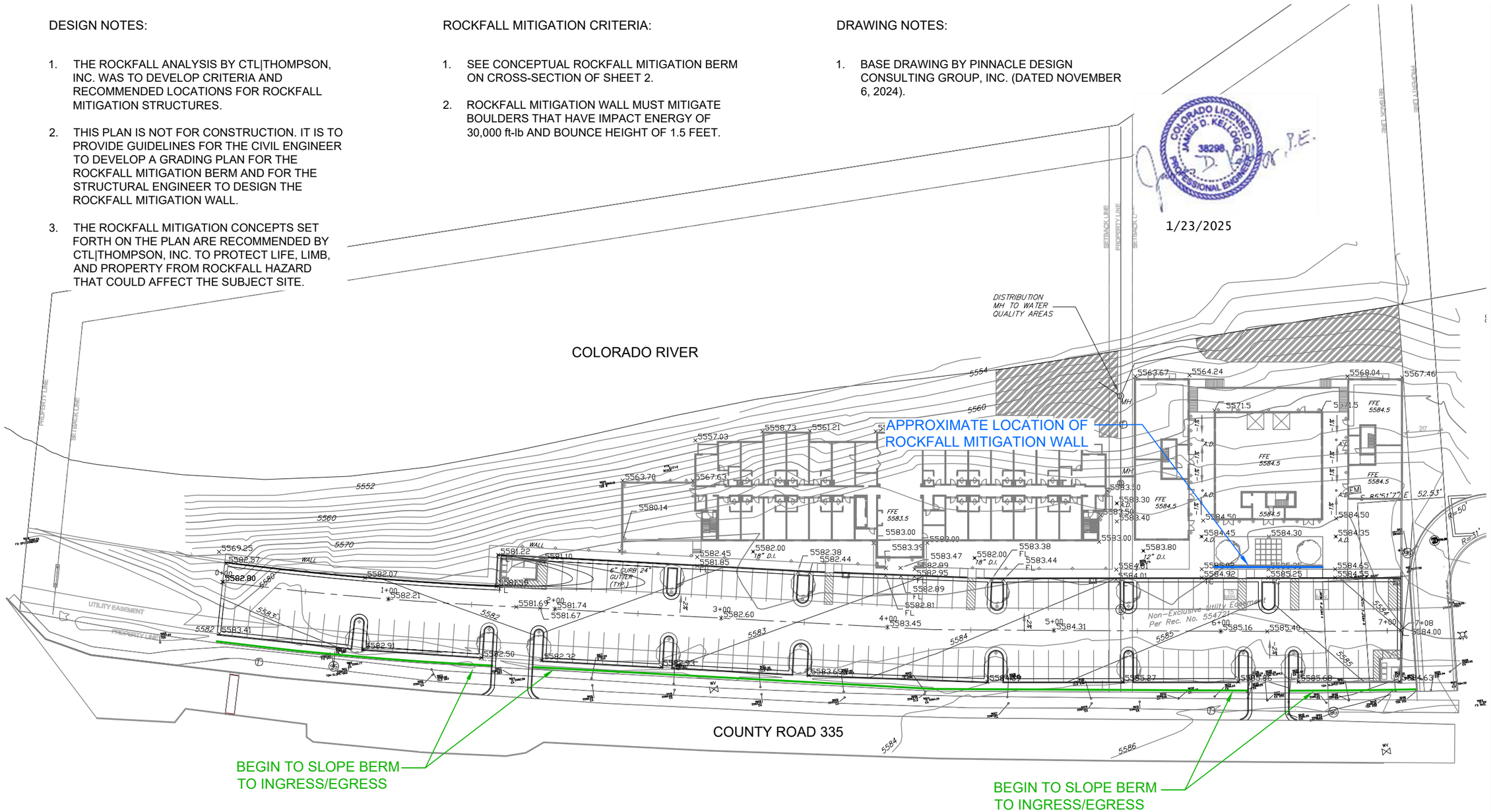
1. SEE CONCEPTUAL ROCKFALL MITIGATION BERM ON CROSS-SECTION OF SHEET 2.
2. ROCKFALL MITIGATION WALL MUST MITIGATE BOULDERS THAT HAVE IMPACT ENERGY OF 30,000 ft-lb AND BOUNCE HEIGHT OF 1.5 FEET.

DRAWING NOTES:

1. BASE DRAWING BY PINNACLE DESIGN CONSULTING GROUP, INC. (DATED NOVEMBER 6, 2024).

COLORADO LICENSED JAMES D. KELLOGG 38298 PROFESSIONAL ENGINEER

1/23/2025



LEGEND:

- APPROXIMATE CENTERLINE OF ROCKFALL MITIGATION BERM
- APPROXIMATE ALIGNMENT OF ROCKFALL MITIGATION WALL

FOR CIVIL ENGINEERING AND STRUCTURAL ENGINEERING USE

Graphic Scale
0 30 60 120
In Feet: 1" = 60'

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CTL | THOMPSON, INC.
234 Center Drive
Glenwood Springs, CO 81601
P: 970-945-2809
F: 970-945-7411
www.ctlthompson.com

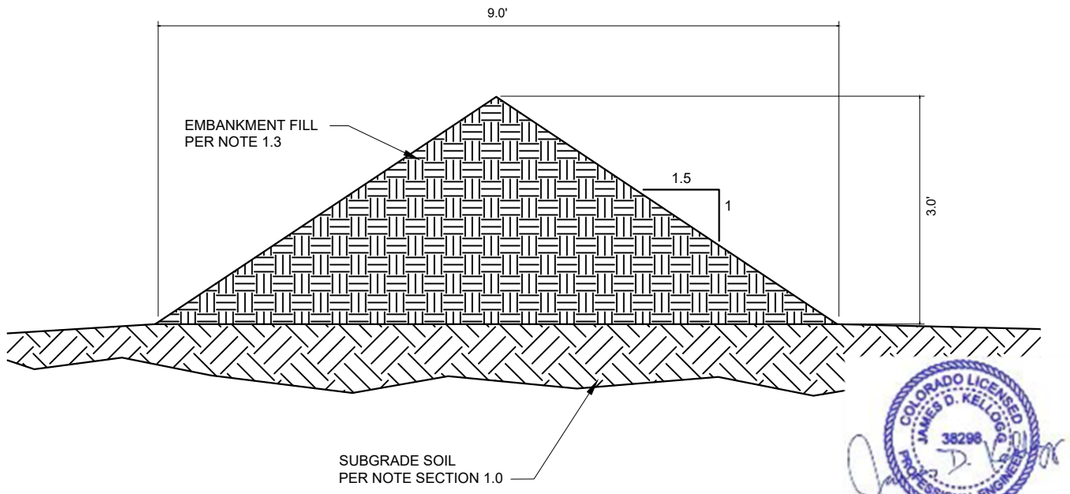
PROJECT LOCATION:
ROCKFALL MITIGATION BERM
LOT 1, RIVERSIDE PUD
NEW CASTLE, COLORADO

ROCKFALL BERM AND WALL ALIGNMENTS

NO.	DATE	REVISION/ISSUE
1	11/14/24	INITIAL REVIEW SET
2	12/31/24	SECOND REVIEW SET
3	01/23/25	DRAWING REVISION

CLIENT:
ASPEN BUILT
1101 VILLAGE RD, SUITE #LL-1B
CARBONDALE, CO 81623
ATTENTION: ABDI PIRZADEH
Contact: (970) 618-3555

DESIGN/CHK: JDK	SHEET S1
DRAWN: RRB	
PROJECT #: GS06837.000	OF 348 S2
DATE: 01/16/2025	
SCALE: PER PLAN	



CONCEPTUAL ROCKFALL MITIGATION BERM SECTION

NOT TO SCALE

GENERAL NOTES FOR ROCKFALL MITIGATION BERM

1.0 SUBGRADE AND FILL SOILS

1.1 PRIOR TO CONSTRUCTION OF THE ROCKFALL MITIGATION BERM, THE CONTRACTOR SHALL CLEAR AND GRUB THE AREA BELOW THE BERM, REMOVING EXISTING FILL, TOPSOIL, ORGANICS, AND DELETERIOUS MATERIAL. UNSUITABLE SOILS SHALL BE OVER-EXCAVATED AND REPLACED WITH DENSELY COMPACTED FILL AS DIRECTED BY CTL/THOMPSON, INC.

1.2 SUBGRADE SOIL BELOW THE BASE OF THE BERM SHALL BE NATIVE UNDISTURBED SOIL OR DENSELY COMPACTED FILL. THE FILL EMBANKMENT SHOULD SHOULD BE ON-SITE CLAYEY SAND SOILS, FREE OF ROCKS LARGER THAN 6 INCHES, ORGANICS, AND DEBRIS. EMBANKMENT FILL SHALL BE PLACED IN LOOSE LIFTS OF 8 INCHES THICK OR LESS, MOISTURE-TREATED TO WITHIN 2 PERCENT OF OPTIMUM MOISTURE CONTENT, AND COMPACTED TO AT LEAST 95 PERCENT OF STANDARD PROCTOR (ASTM D 698) MAXIMUM DRY DENSITY.

1.3 SUBGRADE SOILS BELOW THE BERM ALIGNMENT SHALL BE OBSERVED BY CTL|THOMPSON, INC. PRIOR TO PLACING FILL FOR BERM CONSTRUCTION TO CONFIRM THAT THE SOIL HAS BEEN PROPERLY PREPARED.

2.0 SPECIAL PROVISIONS

2.1 CTL/THOMPSON, INC. SHOULD BE CALLED PRIOR TO AND DURING CONSTRUCTION TO VERIFY THAT THE SOIL CONDITIONS ARE AS ANTICIPATED.

2.2 VERIFICATION OF MATERIAL SPECIFICATIONS SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. DENSITY TESTS OF FILL SHALL BE PERFORMED AT INTERVALS DEEMED NECESSARY BY CTL|THOMPSON, INC. TEST LOCATIONS SHALL BE AT THE DISCRETION OF CTL|THOMPSON, INC.

2.3 THE CONTRACTOR SHALL VERIFY THE BERM LOCATION, ELEVATIONS, AND GEOMETRY AS WELL AS ANY EXISTING STRUCTURES OR UNDERGROUND FEATURES PRIOR TO EXCAVATION AND CONSTRUCTION.

3.0 DESIGN NOTES

3.1 THE ROCKFALL ANALYSIS BY CTL|THOMPSON, INC. WAS TO DEVELOP CRITERIA AND RECOMMENDED LOCATIONS FOR ROCKFALL MITIGATION STRUCTURES.

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3.3 THE ROCKFALL MITIGATION CONCEPTS SET FORTH ON THIS PLAN ARE RECOMMENDED BY CTL|THOMPSON, INC. TO PROTECT LIFE, LIMB, AND PROPERTY FROM ROCKFALL HAZARD THAT COULD AFFECT THE SUBJECT SITE.

COLORADO LICENSED
JAMES D. KELLOGG
38298
PROFESSIONAL ENGINEER
P.E.

1/23/2025

FOR CIVIL ENGINEERING AND STRUCTURAL ENGINEERING USE

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PROJECT LOCATION:
ROCKFALL MITIGATION BERM
LOT 1, RIVERSIDE PUD
NEW CASTLE, COLORADO

BERM SECTION AND NOTES

NO.	DATE	REVISION/ISSUE
1	11/14/24	INITIAL REVIEW SET
2	12/31/24	SECOND REVIEW SET
3	01/23/25	DRAWING REVISION

CLIENT:
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1101 VILLAGE RD. SUITE #LL-1B
CARBONDALE, CO 81623
ATTENTION: ABDI PIRZADEH
Contact: (970) 618-3555

DESIGN/CHK: JDK	SHEET S2
DRAWN: RRB	
PROJECT #: GS06837.000	OF S2
DATE: 01/16/2025	
SCALE: PER PLAN	

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SITE PLAN NOTES

① VEHICLE IMPACT BOLLARDS TO PROTECT ALL EV CHARGING STATIONS

SNOW STORAGE REQUIREMENTS

SNOW STORAGE. A MINIMUM FUNCTIONAL AREA EQUALING FIFTEEN PERCENT (15%) OF THE PAVED AREA OF EACH LOT SHALL BE PROVIDED FOR SNOW STORAGE

PROPOSED PAVED AREA	40,175.1 SF x 15%
TOTAL REQUIRED SNOW STORAGE	**6,026.3 SF**
TOTAL PROPOSED SNOW STORAGE	**6,026.3 SF**

PROPOSED PAVED AREA	40,175.1 SF x 10%
TOTAL REQUIRED LANDSCAPING AROUND PARKING LOT	4,017.5 SF
TOTAL PROPOSED	12,799.8 SF

PARKING REQUIREMENTS

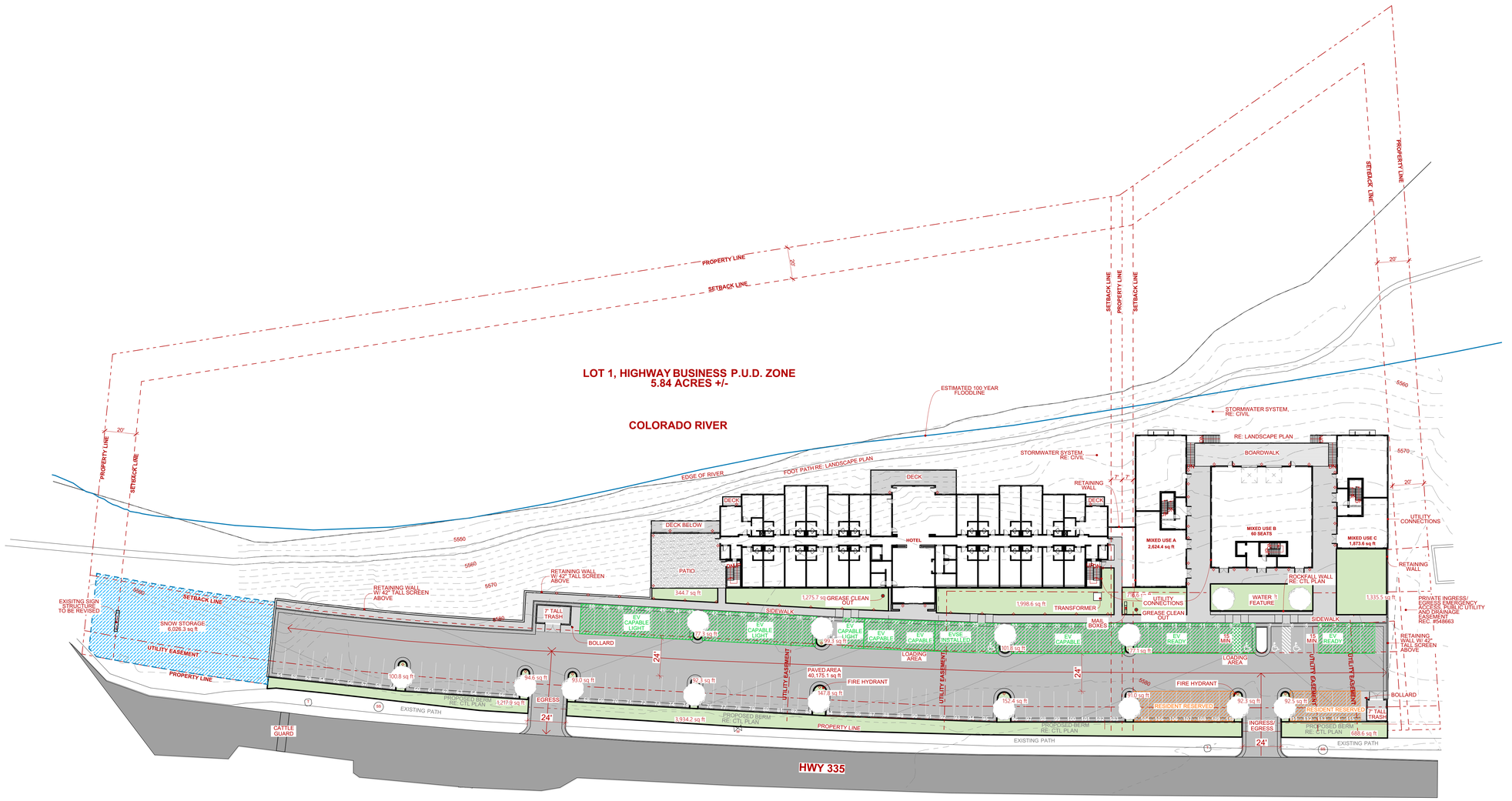
USE TYPE	REQUIREMENT	NUMBER OF SPACES
HOTEL	1 SPACE PER ROOM, PLUS 1 SPACE PER EVERY 2 EMPLOYEES	73
RESTAURANT 60 SEATS	1 SPACE PER 3 SEATS	20
RETAIL 4,498 SF	2 SPACES PER EVERY 300 SF OF FLOOR AREA	30
RESIDENTIAL	1 SPACE PER BEDROOM	15
TOTAL REQUIRED PARKING SPACES	**138**	
TOTAL PROPOSED PARKING SPACES	**115**	
HANDICAP	MIN. 5 SPACES	5

EV REQUIREMENTS

COMMERCIAL	93 SPACES	REQUIRED	PROVIDED
EVSE INSTALLED	2% OF TOTAL	2 (1.86)	2
EV READY	8% OF TOTAL	8 (7.44)	8
EV CAPABLE	10% OF TOTAL	10 (9.3)	10
EV CAPABLE LIGHT	10% OF TOTAL	10 (9.3)	10

R-2	22 TOTAL SPACES	REQUIRED	PROVIDED
EVSE INSTALLED	5% OF TOTAL	2 (1.1)	2
EV READY	15% OF TOTAL	4 (3.3)	4
EV CAPABLE	10% OF TOTAL	3 (2.2)	3
EV CAPABLE LIGHT	30% OF TOTAL	7 (6.6)	8

TOTAL REQUIRED SPACES **46**
TOTAL PROPOSED SPACES **47**



Site Plan 1
SCALE: 1" = 30'
0 30' 60'

N

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2025

Lot 1 Highway PUD

7051 335 County Rd New Castle Colorado 81647

SITE LEGEND

- EXISTING GRADE
- PROPOSED GRADE
- PROPERTY LINE
- SETBACK LINE
- EASEMENT
- STREET
- SIDEWALK
- DRIVEWAY
- WATER FEATURE
- SNOW STORAGE
- WALL SCONCE
- STREET LAMP/ BOLLARDS

LAND USE SUBMISSION	1/17/2025

NOT FOR CONSTRUCTION

REFERENCE SITE PLAN 1:30

A0.04

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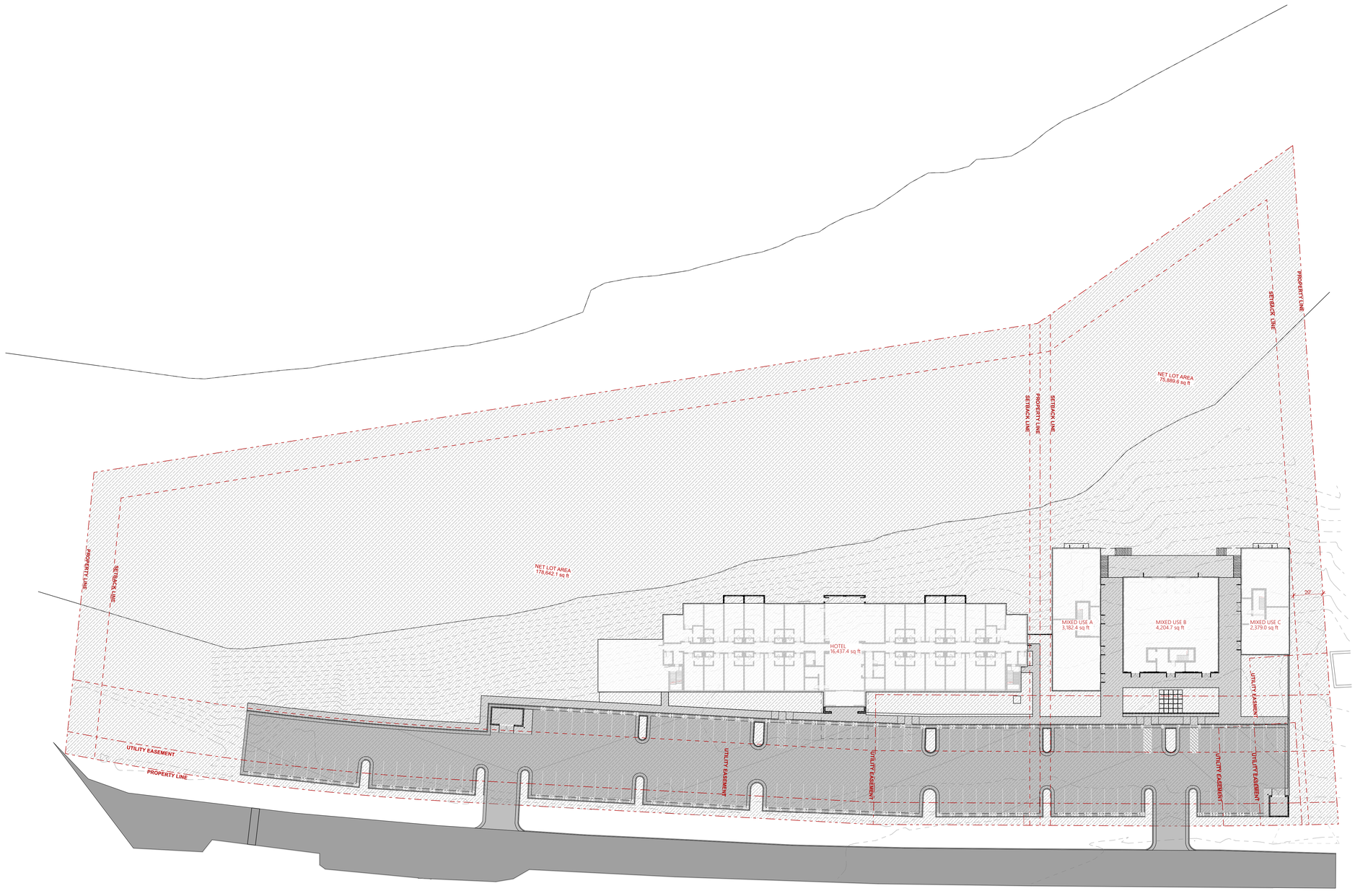
LOT COVERAGE MEANS THE TOTAL SQUARE FOOTAGE OF THE BUILDING FOOTPRINT OF THE PRINCIPAL AND ACCESSORY BUILDINGS (NOT INCLUDING STORAGE SHEDS) DIVIDED BY THE TOTAL SQUARE FOOTAGE OF THE LOT AND EXPRESSED AS A PERCENTAGE.

HOTEL LOT COVERAGE	
HOTEL	16,610.9 SF
HOTEL LOT SQ FT	**178,642.1 SF**
%	**9.30%**
MIXED USE LOT COVERAGE	
MIXED USE A	3,182.4 SF
MIXED USE B	4,204.7 SF
MIXED USE C	2,379 SF
TOTAL	**9,766.1 SF**
MIXED USE LOT SQ FT	**75,889.6 SF**
%	**12.87%**



Lot Coverage 1
SCALE: 1" = 30'
0 30' 60'

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Lot 1 Highway PUD

7051 335 County Rd New Castle Colorado 81647

LOT COVERAGE LEGEND

- LOT COVERAGE
- BUILDING FOOTPRINT

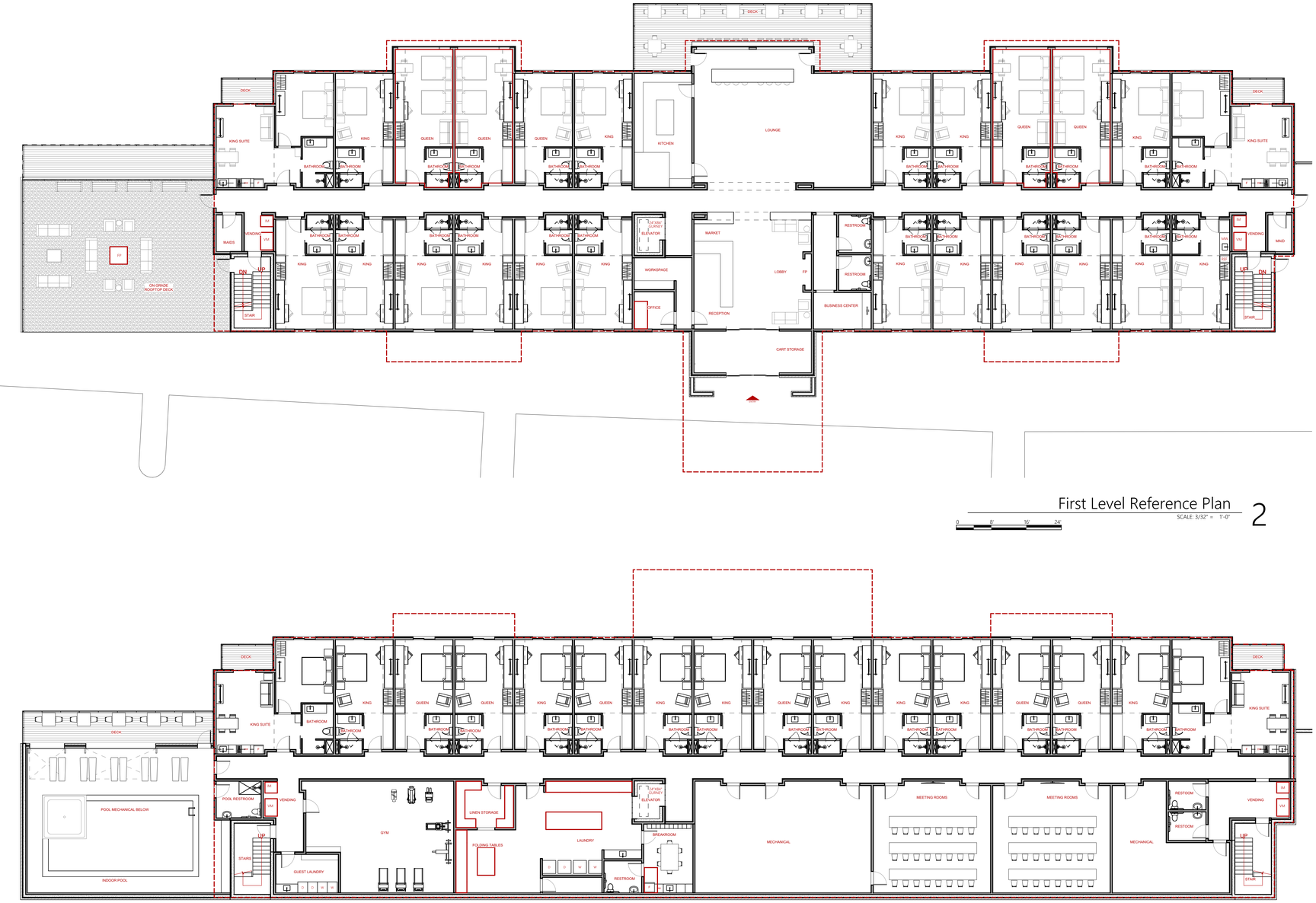
LAND USE SUBMISIION 1/17/2025

NOT FOR CONSTRUCTION

LOT COVERAGE

Z0.11

THESE PLANS ARE CONCEPTUAL IN NATURE. INDIVIDUAL BUILDING PLANS MAY VARY BUT WILL BE EVALUATED FOR COMPLIANCE WITH DESIGN STANDARDS CONTAINED WITHIN THE TOWN OF NEW CASTLE CODE OF ORDINANCES AT THE TIME OF SUBMITTING A BUILDING PERMIT APPLICATION.



First Level Reference Plan 2

SCALE: 3/32" = 1'-0"

Hotel - Lower Level Reference Plan 1

SCALE: 3/32" = 1'-0"

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Lot 1 Highway PUD

7051 335 County Rd New Castle Colorado 81647

LAND USE SUBMISISON 1/17/2025

NOT FOR CONSTRUCTION

HOTEL - REFERENCE PLANS

A1.01

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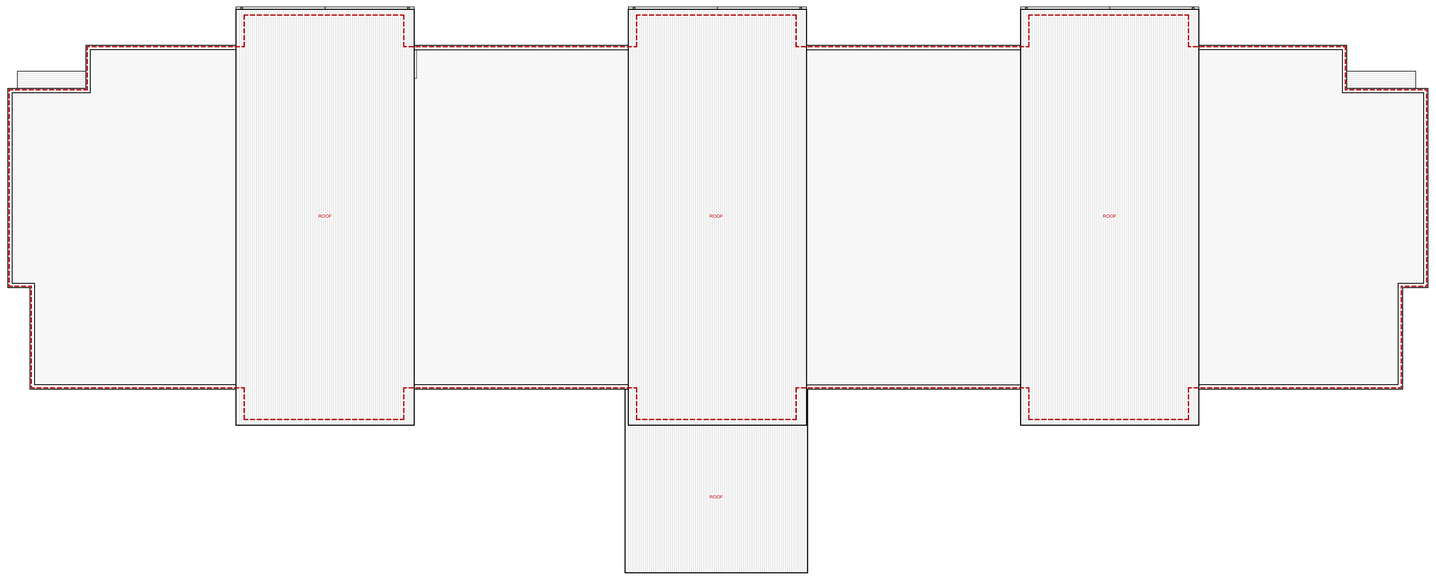
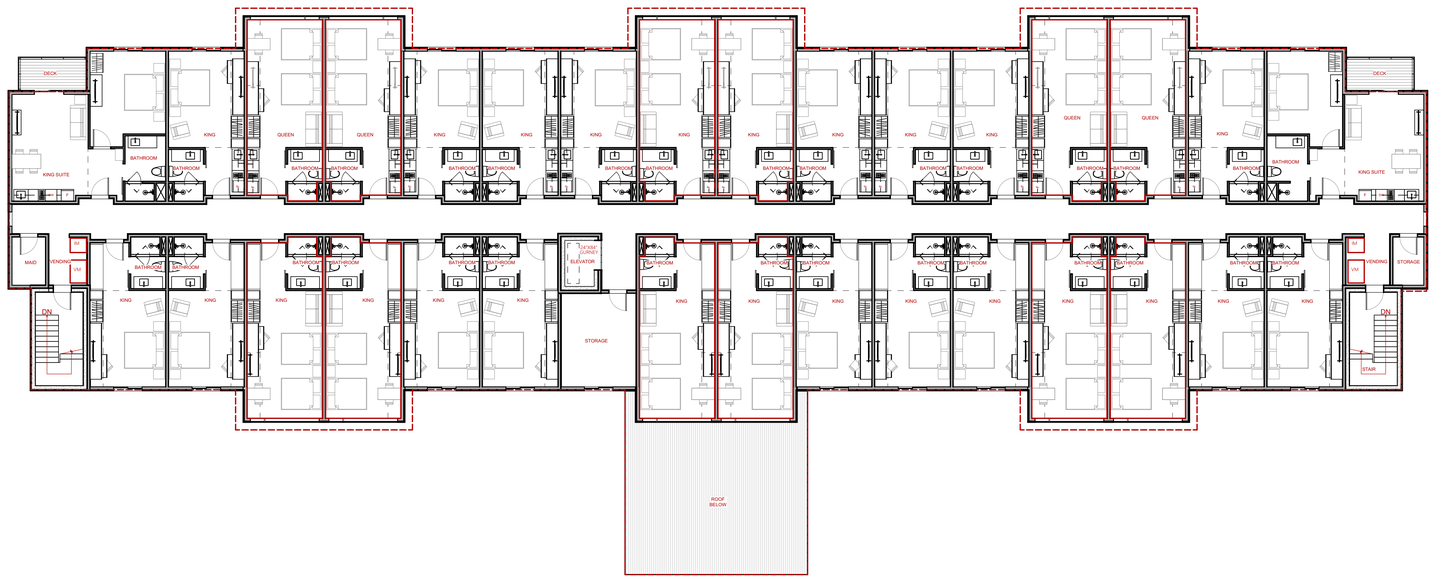


Hotel - Roof Level Reference Plan 2

SCALE: 3/32" = 1'-0"

0 8' 16' 24'



Hotel - Second Level Reference Plan 1

SCALE: 3/32" = 1'-0"

0 8' 16' 24'

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Lot 1 Highway PUD

7051 335 County Rd New Castle Colorado 81647

LAND USE SUBMISISON 1/17/2025

NOT FOR CONSTRUCTION

HOTEL - REFERENCE PLANS

A1.02

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RESIDENTIAL SQUARE FOOTAGES
TWO BEDROOM UNITS: 1,100 - 1,300 SF
ONE BEDROOM UNITS: 500 - 700 SF

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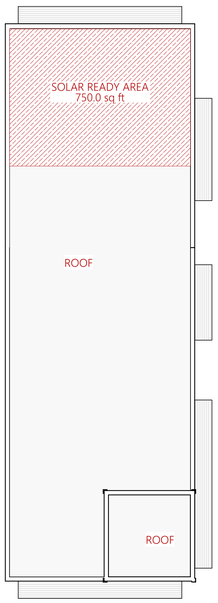
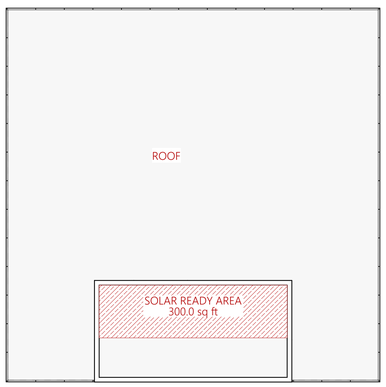
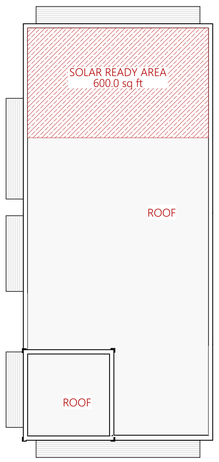
Lot 1 Highway PUD

7051 335 County Rd New Castle Colorado 81647



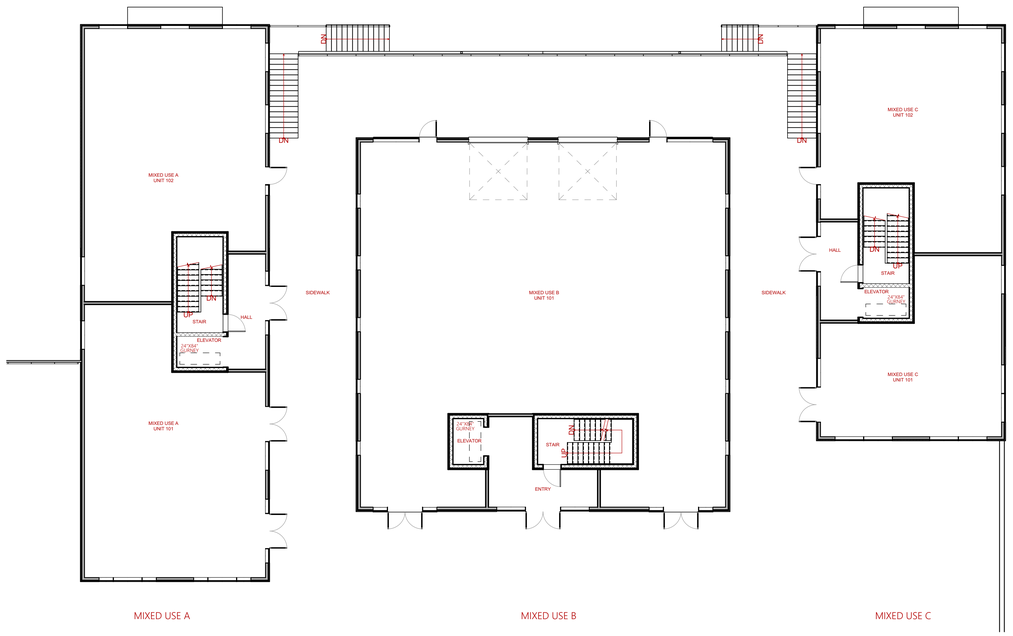




MIXED USE A MIXED USE B MIXED USE C

Roof Reference Plan 4

SCALE: 3/32" = 1'-0"



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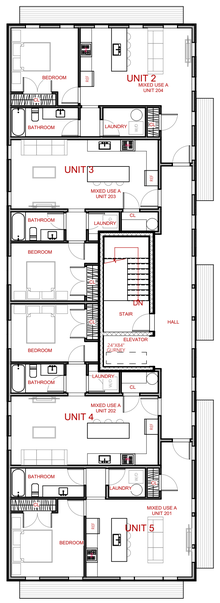
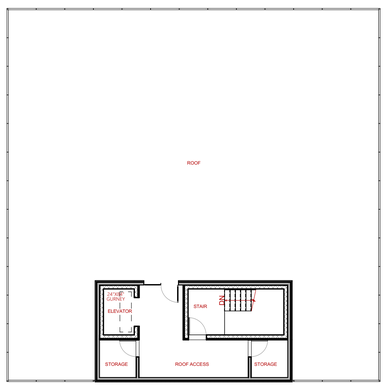
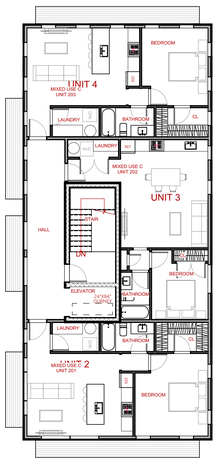
First Level Reference Plan 2

SCALE: 3/32" = 1'-0"







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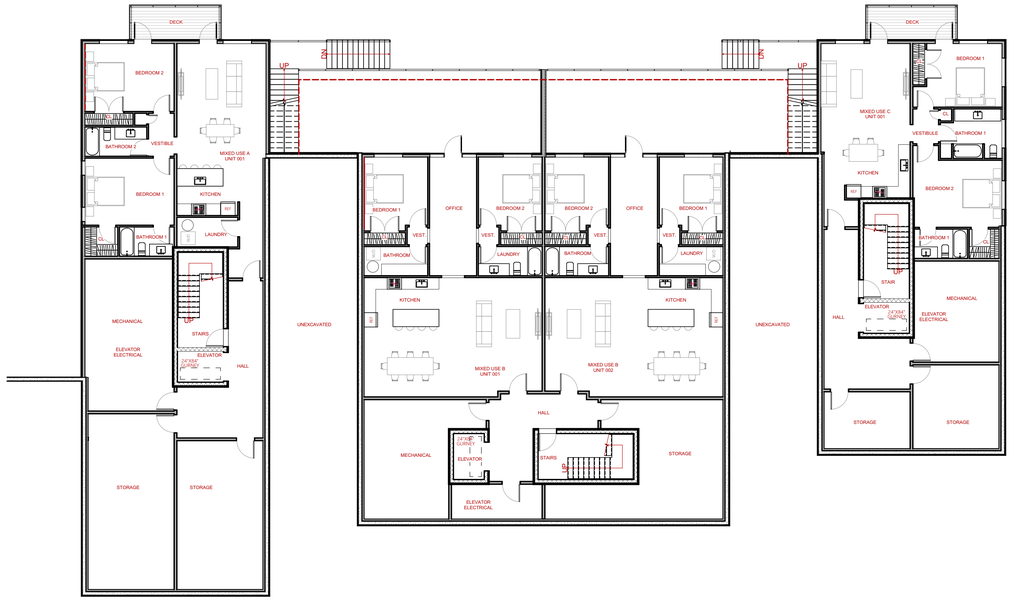
Second Level Reference Plan 3

SCALE: 3/32" = 1'-0"



MIXED USE A MIXED USE B MIXED USE C

Lower Level Reference Plan 1

SCALE: 3/32" = 1'-0"

N

LAND USE SUBMISISON 1/17/2025

NOT FOR CONSTRUCTION

MIXED USE - Reference Plan

A1.20

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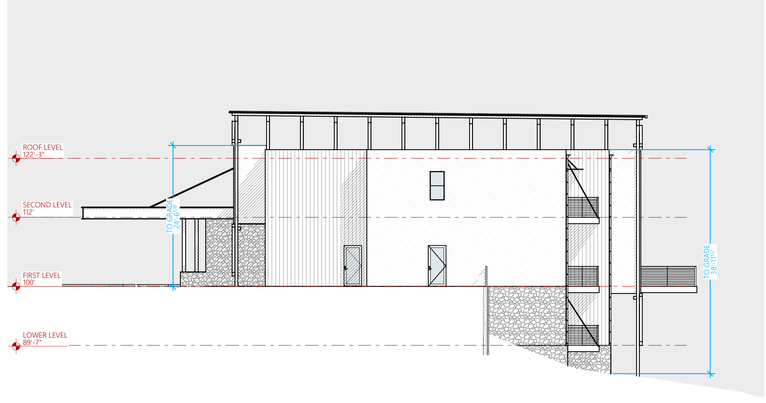
BUILDING HEIGHT. THE VERTICAL DISTANCE MEASURED FROM THE LOWEST POINT OF THE NATURAL GRADE ON THE LOT WITHIN TWENTY-FIVE (25) FEET OF THE TALLEST SIDE OF THE BUILDING TO THE UPPERMOST POINT OF THE ROOF OF THE BUILDING; PROVIDED, HOWEVER, THAT IF THE LOT UPON WHICH A BUILDING IS TO BE BUILT HAS A SLOPE GREATER THAN FIFTEEN (15) PERCENT, BUILDING HEIGHT SHALL BE DEFINED AS THE VERTICAL DISTANCE MEASURED FROM THE AVERAGE EXISTING GRADE WITHIN THE BUILDING SETBACK ENVELOPE TO THE UPPERMOST POINT OF THE ROOF OF THE BUILDING.

HOTEL LOT:
5,552' + 5,552' + 5,580' + 5,581' / 4 = **5,566'-3"**

MIXED USE LOT:
5,554' + 5,554' + 5,581' + 5,579' / 4 = **5,567'**



Hotel - East Reference Elevation 2
SCALE: 3/32" = 1'-0"
0 8' 16' 24'

Hotel - North Reference Elevation 1
SCALE: 3/32" = 1'-0"
0 8' 16' 24'

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Lot 1 Highway PUD

7051 335 County Rd New Castle Colorado 81647

ELEVATION MATERIAL

- STONE SIDING
- VERTICAL METAL SIDING
- STUCCO
- CORRUGATED METAL SIDING
- WOOD TIMBERS AND TRIM
- METAL TBD

LAND USE SUBMISSION 1/17/2025

NOT FOR CONSTRUCTION

HOTEL - REFERENCE ELEVATIONS

A2.01

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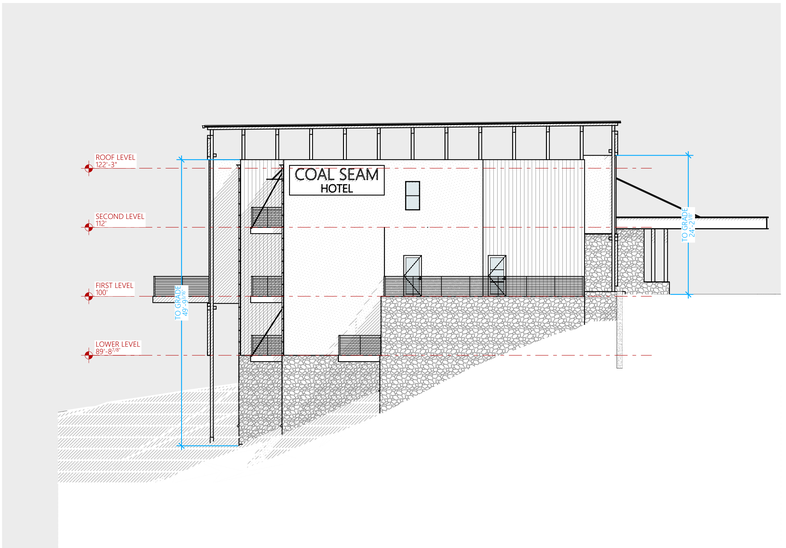

Hotel - West Reference Elevation 2

SCALE: 3/32" = 1'-0"

0 8' 16' 24'

Hotel - South Reference Elevation 1

SCALE: 3/32" = 1'-0"

0 8' 16' 24'

RED

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2025

Lot 1 Highway PUD

7051 335 County Rd New Castle Colorado 81647

ELEVATION MATERIAL

- STONE SIDING
- VERTICAL METAL SIDING
- STUCCO
- CORRUGATED METAL SIDING
- WOOD TIMBERS AND TRIM
- METAL TBD

LAND USE SUBMISSION 1/17/2025

NOT FOR CONSTRUCTION

HOTEL - REFERENCE ELEVATIONS

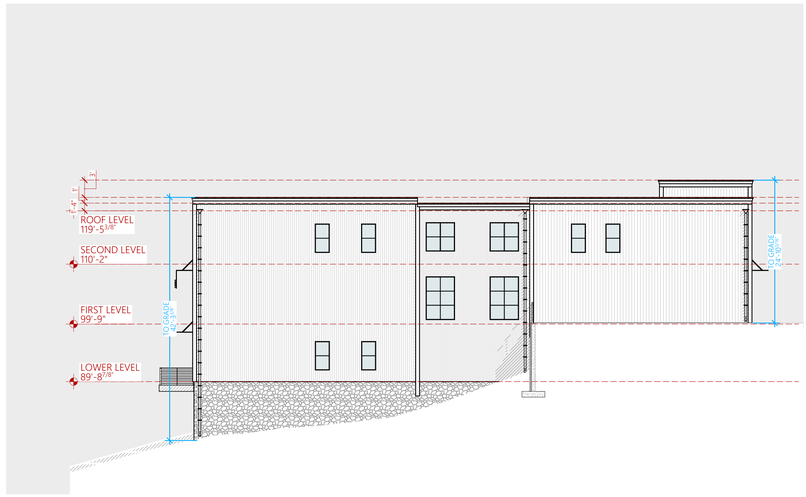
A2.02

THESE PLANS ARE CONCEPTUAL IN NATURE. INDIVIDUAL BUILDING PLANS MAY VARY BUT WILL BE EVALUATED FOR COMPLIANCE WITH DESIGN STANDARDS CONTAINED WITHIN THE TOWN OF NEW CASTLE CODE OF ORDINANCES AT THE TIME OF SUBMITTING A BUILDING PERMIT APPLICATION.

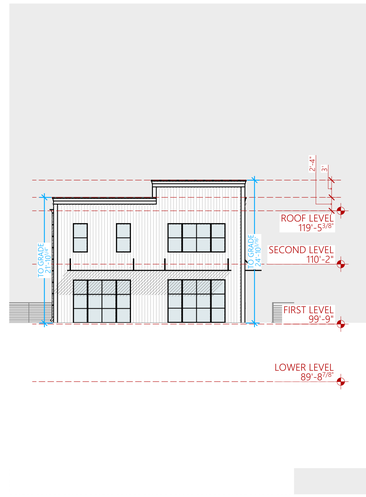
BUILDING HEIGHT. THE VERTICAL DISTANCE MEASURED FROM THE LOWEST POINT OF THE NATURAL GRADE ON THE LOT WITHIN TWENTY-FIVE (25) FEET OF THE TALLEST SIDE OF THE BUILDING TO THE UPPERMOST POINT OF THE ROOF OF THE BUILDING; PROVIDED, HOWEVER, THAT IF THE LOT UPON WHICH A BUILDING IS TO BE BUILT HAS A SLOPE GREATER THAN FIFTEEN (15) PERCENT, BUILDING HEIGHT SHALL BE DEFINED AS THE VERTICAL DISTANCE MEASURED FROM THE AVERAGE EXISTING GRADE WITHIN THE BUILDING SETBACK ENVELOPE TO THE UPPERMOST POINT OF THE ROOF OF THE BUILDING.

HOTEL LOT:
5,552' + 5,552' + 5,580' + 5,581' / 4 = **5,566'-3"**

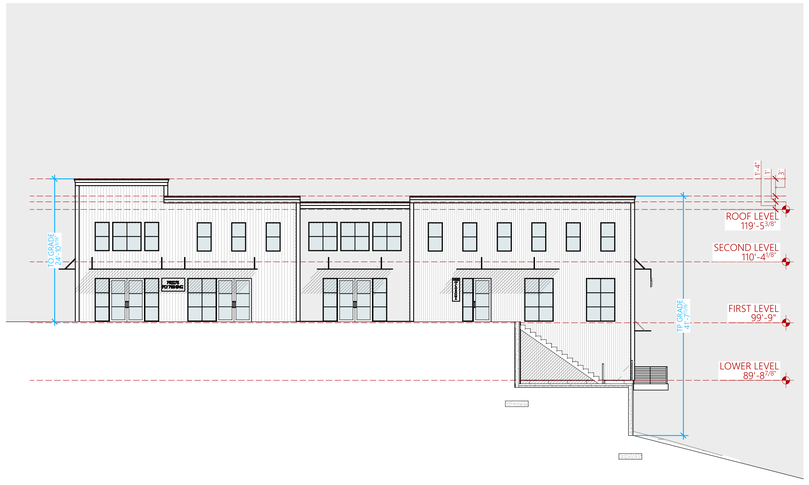
MIXED USE LOT:
5,554' + 5,554' + 5,581' + 5,579' / 4 = **5,567'**



West Reference Elevation
SCALE: 3/32" = 1'-0"
0 8' 16' 24'
4



Mixed Use A - South Reference levation
SCALE: 3/32" = 1'-0"
0 8' 16' 24'
3



Mixed Use A - East Reference Elevation
SCALE: 3/32" = 1'-0"
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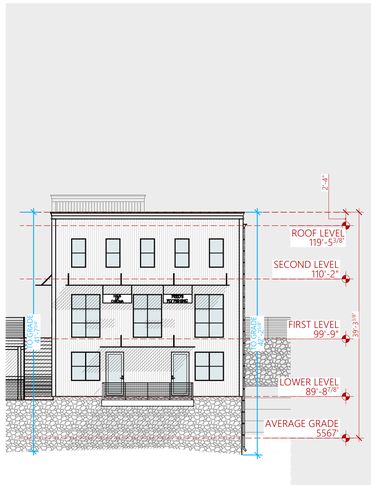
2



Mixed Use A - North Reference Elevation
SCALE: 3/32" = 1'-0"
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1

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MIXED USE A - REFRENCE ELEVATIONS

A2.11

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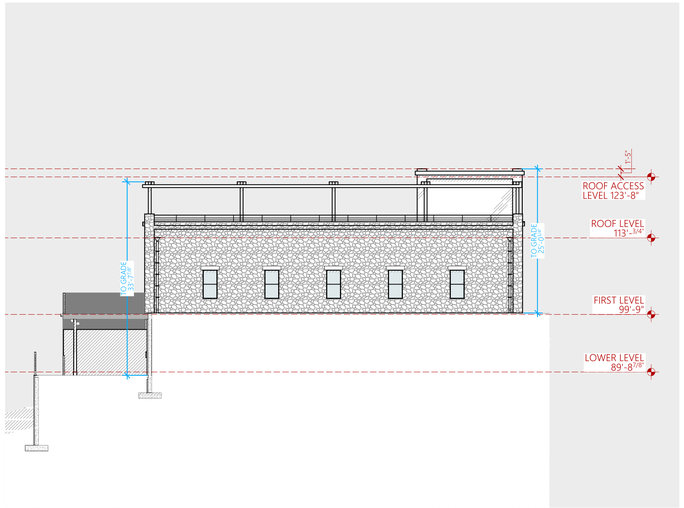
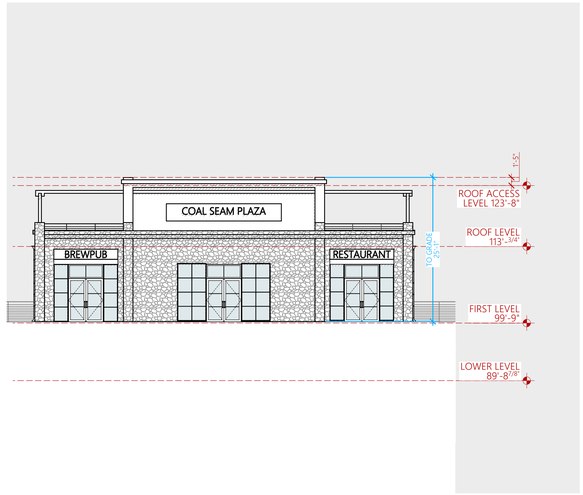


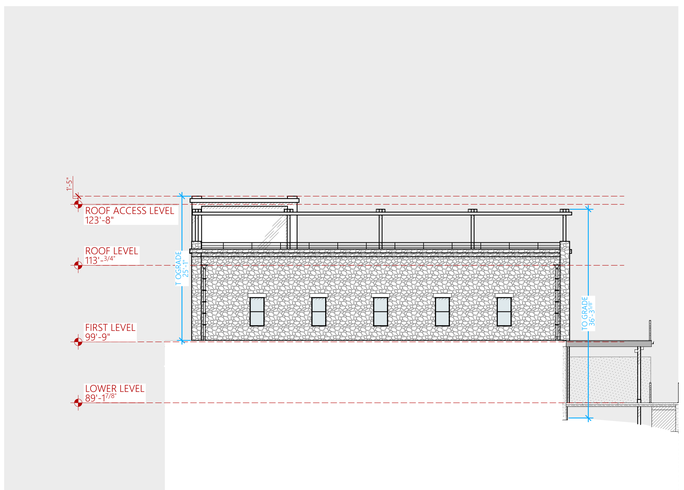
Mixed Use B - West Reference Elevation 4

SCALE: 3/32" = 1'-0"



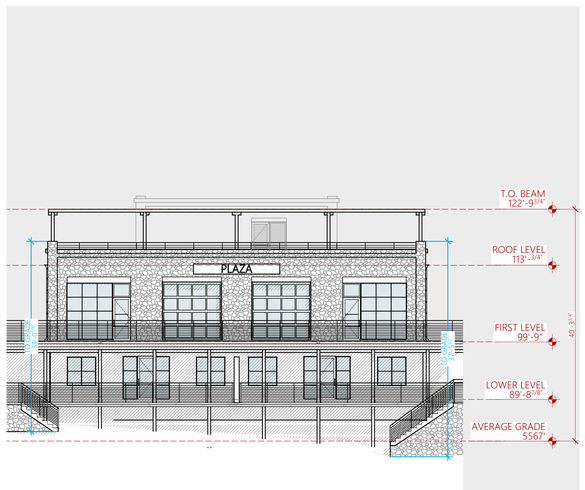
Mixed Use B - South Reference Elevation 3

SCALE: 3/32" = 1'-0"



Mixed Use B - East Reference Elevation 2

SCALE: 3/32" = 1'-0"



Mixed Use B - North Reference Elevation 1

SCALE: 3/32" = 1'-0"

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MIXED USE B - REFRENCE ELEVATIONS

A2.12

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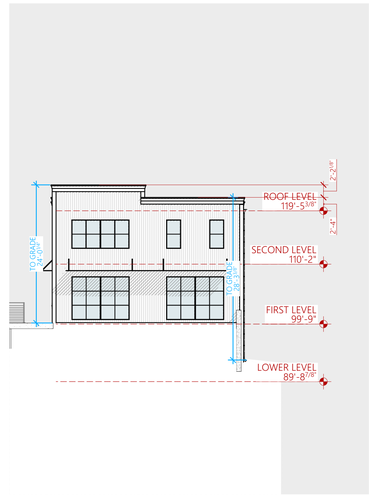
Mixed Use C - West Reference Elevation 4

SCALE: 3/32" = 1'-0"

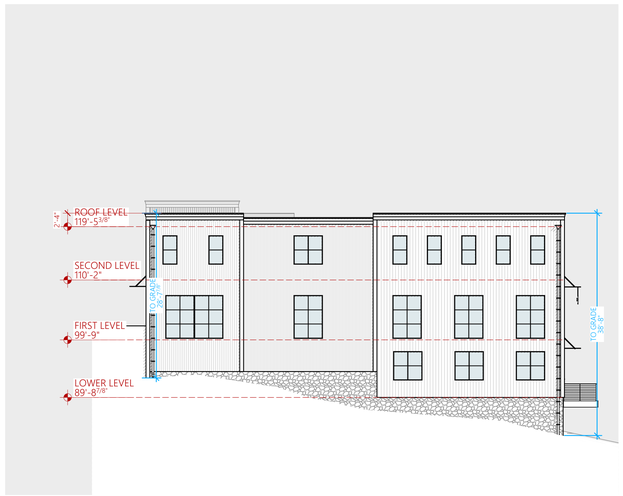
0 8' 16' 24'



Mixed Use C - South Reference Elevation 3

SCALE: 3/32" = 1'-0"

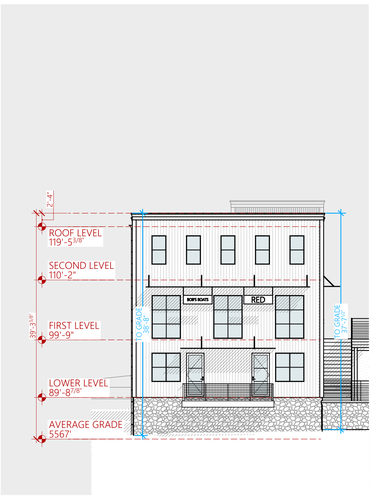
0 8' 16' 24'



Mixed Use C - East Reference Elevation 2

SCALE: 3/32" = 1'-0"

0 8' 16' 24'



Mixed Use C - North Reference Elevation 1

SCALE: 3/32" = 1'-0"

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LAND USE SUBMISISON 1/17/2025

NOT FOR CONSTRUCTION

MIXED USE C - REFRENCE ELEVATIONS

A2.13

RED

RED

RED

RED

RED

RED

COAL SEAM
RED

RED

RED

BOB'S BOATS
RED
PLAZA
RED

SHEET GENERAL NOTES

1. Contractor shall verify all dimensions and jobsite conditions before commencing work and shall coordinate any discrepancies with the Engineer.
2. Contractor shall review and verify all dimensions shown on Structural drawings with those shown on Architectural and Civil drawings. Contractor shall notify the Architect of any discrepancies between the drawings and receive written clarifications of discrepancies before proceeding with construction.
3. Use written dimensions. Do not use scaled dimensions. Where no dimension is provided, consult the Engineer for clarification before proceeding with the work.
4. The Contractor is responsible for implementing jobsite safety and construction procedures in accordance with national, state, and local safety requirements. The design, adequacy, and safety of erection bracing, shoring, temporary supports, et cetera, is the sole responsibility of the Contractor and has not been considered by the Engineer. The Contractor is responsible for the coordination of any penetration or use of structure for conduit, raceway, or non-structural items with the Engineer prior to the installation of the non-structural items.
5. General notes shall not substitute for specifications. Conflicts between the two shall be brought to the Engineer's attention, or the stricter criteria shall be used.
6. The Contractor will pay the Engineer for time and expense required to review, design, and coordinate items that were constructed not in conformance with these drawings.
7. The Contractor is responsible for locating and the protection of all existing utilities and adjacent structures throughout all phases of construction.

DESIGN CRITERIA

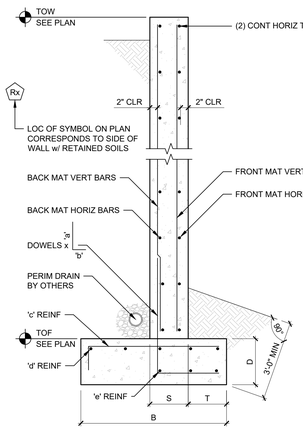
1. CODE: 2021 International Building Code (IBC).
2. DESIGN LOADS:
   - LIVE LOADS:
     - SURCHARGE = 250 PSF
     - VEHICLE IMPACT = 6,000 LB 27" above parking pavement
   - LATERAL LOADS:
     - WIND 90 MPH (3 Second Gust), Exposure C
     - SEISMIC Site Class D, Risk Category II, I = 1.0
       Ss = 0.382 g, S1 = 0.082 g, Sds = 0.381 g, Sd1 = 0.130 g

FOUNDATION

1. Recommendations for foundation type and design criteria were provided by the geotechnical report "Subsoil Study For Foundation Design Proposed Riverside Park Townhome Development," dated August 9, 1999, by Hepworth-Pawlak Geotechnical, Inc., a separate consultant to the Owner. Contractor shall read and be familiar with all aspects and requirements for site and foundation sub-grade preparation. Unless noted otherwise, the geotechnical report shall be considered part of the construction documents and shall be followed.
2. Design Parameters:
   - Maximum Allowable Bearing Capacity = 2,000 psf
   - Active Lateral Soil Pressure = 45 pcf
   - Passive Soil Pressure = 300 pcf ultimate
   - Coefficient of Friction = 0.35 ultimate
3. The retaining walls are supported on spread footings bearing on competent subgrade. The bottom of all footings to bear 36" minimum below finished grade.
4. The bottom of all footings shall bear on solid native, inorganic, undisturbed soil or approved compacted fill per the geotechnical report.
5. A Geotechnical Engineer shall perform an open excavation inspection prior to placing foundations to ensure the bearing capacity is satisfactory.
6. No concrete shall be placed on frozen soil or in excavation containing water.
7. No concrete shall be placed in footings or foundation wall without 48 hours notification to allow Engineer to observe the reinforcement if deemed necessary.
8. The design and erection of all shoring, sheeting, soil stability, and dewatering is the sole responsibility of the Contractor. The Contractor shall hire a licensed Engineer to design all shoring and sheeting.
9. Utility and plumbing lines shall not go through or beneath the foundation unless indicated otherwise.

CAST-IN-PLACE CONCRETE

1. Concrete properties shall be determined from designated Exposure Category F Class F3 as described in Section 19.3.1 of the latest edition of ACI 318 unless noted otherwise.
   a. Minimum Compressive Strength: f'c = 5,000 psi at 28 days, normal weight.
   b. Maximum water/cement ratio limit (w/cm): 0.40
   c. Air Entrainment with 3/4" aggregate size where exposed to freeze/thaw = 6% +/- 1.5%
2. Concrete shall be ready-mixed in accordance with ASTM C94. Portland cement shall conform to ASTM C150, Type I or II. Normalweight aggregate shall conform to ASTM C33.
3. Calcium Chloride shall not be added to concrete.
4. Material, mixing, placement, and workmanship shall be in accordance with the requirements of the latest edition of the "Building Code Requirements for Reinforced Concrete" (ACI 318) and Section 1905 of the IBC. Each proposed concrete mix shall include test data.
5. Concrete Placement: Cold weather is defined by ACI 306 as "The air temperature has fallen to, or is expected to fall below, 40°F," when cold weather conditions exist, place concrete complying with ACI 306. Hot weather is defined by ACI 305 as "any combination of high air temperature, low relative humidity, and wind velocity tending to impair the quality of fresh or hardened concrete or otherwise resulting in abnormal properties;" when hot weather conditions exist, place concrete complying with ACI 305.
6. Testing of composite samples of fresh concrete obtained according to ASTM C 172 shall be performed on at least one composite sample for each 100 cubic yard or fraction thereof of each concrete mixture placed each day. Cast and laboratory- and/or field cure at least two sets of two standard cylinder specimens for each composite sample according to ASTM C 31/C 31M. Test one set of two specimens at 7 days and one set of two specimens at 28 days according to ASTM C 39/C 39M. A compressive-strength test shall be the average compressive strength from a set of two specimens obtained from same composite sample and tested at age indicated. Strength of each concrete mixture will be satisfactory if every average of any three consecutive compressive-strength tests equals or exceeds specified compressive strength and no compressive-strength test value falls below specified compressive strength by more than 500 psi.
7. All Detailing, Fabrication, and Erection of reinforcing shall conform to latest edition of ACI "Manual of Standard Practice for Detailing Reinforced Concrete Structures" (ACI 315) and the current "Building Code Requirements for Reinforced Concrete" (ACI 318).
8. Reinforcing Steel:
   - ASTM A615: Grade 40 for #3, Grade 60 for #4 and larger.
9. The following minimum concrete cover shall be provided for reinforcement per ACI 318.
   - Concrete cast against and permanently exposed to earth: 3"
   - Concrete cast against forms and exposed to earth or weather
     - #6 through #18 bars: 2"
     - #5 bar and smaller: 1-1/2"
10. Unless noted otherwise, lap splices in concrete shall be class "B" tension lap splices (2'-0" minimum) per the latest edition of ACI 318. Stagger alternate splices a minimum of one lap length. Extend all horizontal reinforcing continuous around corners and intersections or provide bent corner bars to match and lap with horizontal bars at corners and intersections of footings and walls.
11. Provide bar supports and spacers to support all reinforcement in proper locations and wire adequately at intersections to hold bars firmly in position while concrete is placed. Bar supports and spacers which rest on exposed surfaces shall be hot dipped-galvanized or epoxy-coated.
12. Welding of reinforcement is not permitted unless specifically noted or approved in writing by the Engineer.
13. Isolation Joint Material shall be 1/2" thick full height of joint, unless noted otherwise.



TYP RETAINING WALL SECTION

RETAINING WALL SCHEDULE

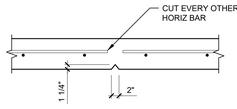
PLAN MARK	FRONT MAT		BACK MAT	
	HORIZ BARS	VERT BARS	HORIZ BARS	VERT BARS
R1	#5 @ 18" OC	#5 @ 12" OC	#5 @ 18" OC	(2) #7" @ 12" OC
R2	#5 @ 18" OC	#5 @ 12" OC	#5 @ 18" OC	(2) #5" @ 12" OC
R3	#5 @ 18" OC	#5 @ 16" OC	#5 @ 18" OC	#5 @ 16" OC
R4	-	-	#5 @ 18" OC	(2) #5" @ 18" OC
R5	-	-	#5 @ 18" OC	(2) #5" @ 16" OC

PLAN MARK	DOWELS			WALL/FOOTING DIMENSIONS			
	SIZE & SPACING	DIM 'a'	DIM 'b'	DIM 'B'	DIM 'S'	DIM 'T'	DIM 'D'
R1	#5 @ 12" OC	96"	38"	16'-0"	1'-0"	2'-5"	3'-0"
R2	#5 @ 12" OC	62"	24"	12'-6"	1'-0"	1'-4"	1'-4"
R3	#5 @ 16" OC	62"	20"	10'-0"	1'-0"	1'-0"	1'-4"
R4	#5 @ 18" OC	62"	8"	10'-0"	8"	4"	1'-4"
R5	#5 @ 16" OC	62"	8"	11'-0"	8"	1'-0"	1'-4"

PLAN MARK	FOOTING REINF		
	'c' REINFORCING	'd' REINFORCING	'e' REINFORCING
R1	(2) #9" @ 12" OC	(16) #7 CONT	(4) #7 CONT
R2	(2) #9" @ 12" OC	(11) #5 CONT	(3) #5 CONT
R3	#5 @ 16" OC	(9) #5 CONT	(2) #5 CONT
R4	(2) #5" @ 18" OC	(9) #5 CONT	(2) #5 CONT
R5	(2) #9" @ 16" OC	(9) #5 CONT	(3) #5 CONT

NOTES:
1. SEE PLAN FOR RETAINING WALL LOCATIONS, NOTED AS Rx.
2. BARS SHALL BE BUNDLED IN CONTACT SIDE-BY-SIDE IN DIRECTION PARALLEL TO FACE OF WALL.

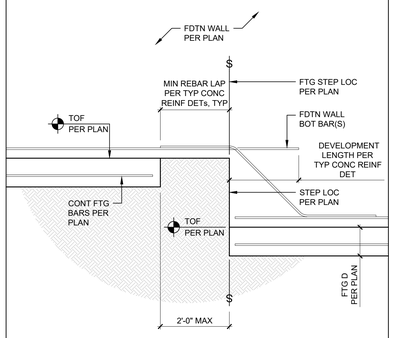
TYP RETAINING WALL DETAILS



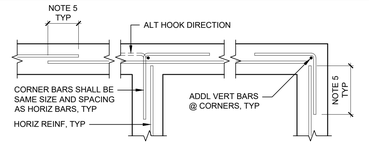
PLAN VIEW

NOTES:
1. INSTALL CONTROL JOINTS AT 3x WALL HEIGHT ON CENTER HORIZONTAL SPACING (20'-0" OC MAX).
2. JOINT LOCATION TO BE APPROVED BY ARCH.
3. EXTEND CONTROL JOINT OVER TOP SURFACE AND DOWN BACK SIDE WHERE EXPOSED TO VIEW.

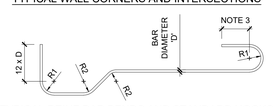
TYP VERT CONTROL JNT IN CONC WALL



TYPICAL FOOTING STEP



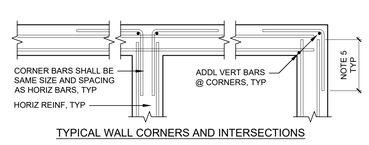
TYPICAL WALL CORNERS AND INTERSECTIONS



TYPICAL REINF BAR BENDS AND STANDARD HOOKS

NOTES:
1. R1 = 6 x D, MIN.
2. R2 = 4 x D, MIN.
3. GREATER OF 4 x D AND 2 1/2", MIN.
4. MINIMUM DEVELOPMENT LENGTH SHALL BE 55 x D FOR STRAIGHT BARS AND 22 x D FOR HOOKED BARS.
5. LAP SPLICE LENGTHS SHALL BE 45 x D FOR #3 THROUGH #6 BARS AND 71 x D FOR #7 BARS AND LARGER, BUT NO LESS THAN 24".

TYPICAL CONCRETE REINF DETAILS
SINGLE MAT



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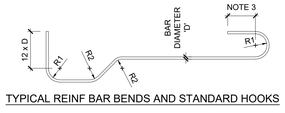

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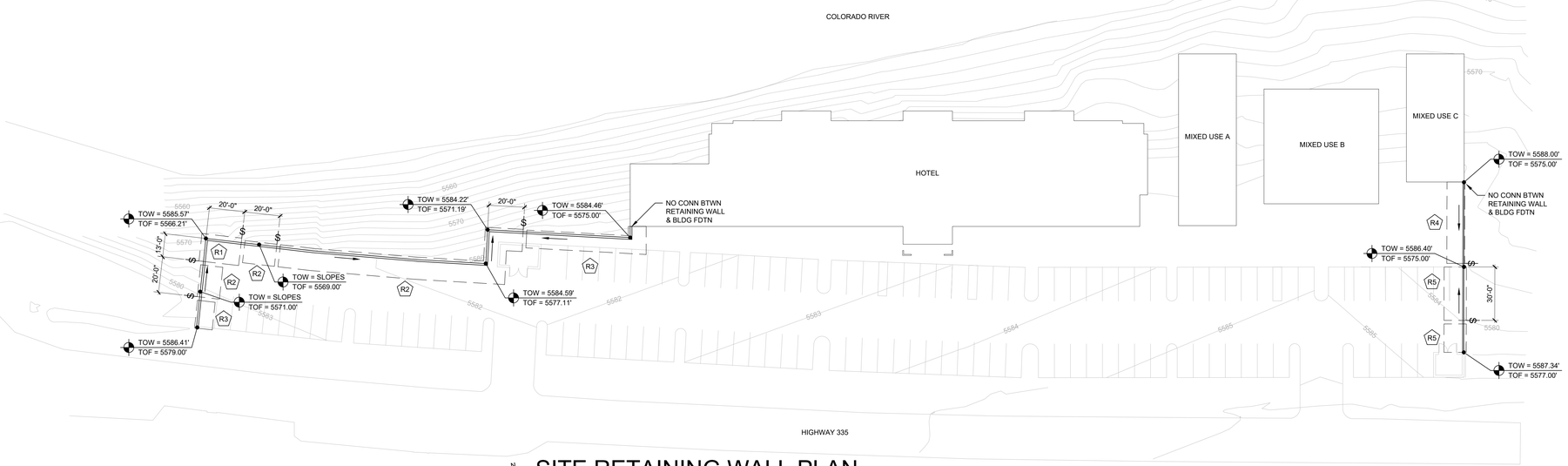
TYPICAL CONCRETE REINF DETAILS
DOUBLE MAT

BWR STANDARD ABBREVIATIONS

AB	Anchor Bolt		
ABV	Above	K	King Stud
ADDL	Additional	KIP	Thousand Pounds
ALT	Alternate	KIP FT	Thousand Pound-feet
APPROX	Approximate(ly)		
ARCH	Architect, Architectural	L	Length, Steel Angle
		LAG	Lag Screw
B PL	Base Plate	LLH	Long Leg Horizontal
BF	Both Faces	LLV	Long Leg Vertical
BLDG	Building	LOC	Location
BLKG	Blocking	LONG	Longitudinal
BM	Beam	LSL	Laminated Strand Lumber
B.O.	Bottom Of	LVL	Laminated Veneer Lumber
BOF	Bottom Of Footing		
BOS	Bottom Of Steel	MATL	Material
BOT	Bottom	MAX	Maximum
BOW	Bottom Of Wall	MC	Moment Connection
BRCG	Bracing	MECH	Mechanical
BRG	Bearing	MFR	Manufacturer
BS	Both Sides	MIN	Minimum
BTWN	Between	MO	Masonry Opening
BWP	Brace Wall Panel		
		(N)	New
C	Steel Channel	NIC	Not In Contract
CANTIL	Cantilever	NS	Near Side
CIP	Cast-in-place	N-S	North-South
CJ	Construction/Control Joint	NTS	Not To Scale
CLR	Clear		
CMU	Concrete Masonry Unit	OC	On Center
COL	Column	O.F.	Outside Face
CONC	Concrete	OPNG	Opening
CONN	Connection	OPT	Option(al)
CONT	Continue(s), Continuous	OSB	Oriented Strand Board
CP	Cripple Post		
CSK	Countersink, Countersunk	PERIM	Perimeter
CTR	Center	PERP	Perpendicular
		PL	Plate
D	Deep, Depth	PLL	Parallel
DBL	Double	PLYWD	Plywood
DEMO	Demolition, Demolish	PREFAB	Prefabricated
DET	Detail	PSL	Parallel Strand Lumber
DIAG	Diagonal	PT	Pressure Preservative Treated
DIM	Dimension		
DWG	Drawing	RD	Roof Drain
DWL	Dowel	REF	Reference
		REINF	Reinforce(d), Reinforcement
EA	Each	REQD	Required
EF	Each Face	REV	Reverse(d)
EJ	Expansion Joint	RO	Rough Opening
EL	Elevation	RS	Rough Sawn
ELEV	Elevator		
EMBED	Embed(ment)	SCHED	Schedule
EN	Edge Nail	SHTHG	Sheathing
ENGR	Engineer	SGN	Structural General Notes
EOS	Edge of Slab	SIM	Similar
EQ	Equal	SIP	Structural Insulated Panel
EQL SP	Equally Spaced	SOG	Slab On Ground
EW	Each Way	SQ	Square
E-W	East-West	SST	Stainless Steel
(E). EXIST	Existing	STAG	Staggered
EXP	Expansion	STD	Standard
EXT	Exterior	STIFF	Stiffener
		STL	Steel
FAS	Fascia(e)	STRUCT	Structure, Structural
FD	Floor Drain	SW	Shear Wall
FDTN	Foundation		
FLG	Flange	T	Trimmer
FLR	Floor	T&B	Top And Bottom
FO	Face Of	T&G	Tongue-And-Groove
FOC	Face Of Concrete	TB	Trough Bolt
FOM	Face Of Masonry	TBR	To Be Removed
FOS	Face Of Stud	TEMP	Temporary
FS	Far Side	THD	Thread(ed)
FSTNR	Fastener	T.O.	Top Of
FTG	Footing	TOB	Top Of Beam
		TOC	Top Of Concrete
GA	Gauge	TOF	Top Of Footing
GALV	Galvanize(d)	TOS	Top Of Steel
GC	General Contractor	TOW	Top Of Wall
GL	Glued-Laminated Wood	TRANSV	Transverse
		TYP	Typical
H	Height		
HD	Hold-down	UNO	Unless Noted Otherwise
HDR	Header		
HGR	Hanger	VERT	Vertical
HORIZ	Horizontal	VIF	Verify In Field
HSS	Hollow Structural Section	VNR	Veneer
I.F.	Inside Face	W	Wide-Flange Beam, Wide, Width
INCL	Include(d), Including	w/	With
INSUL	Insulation	WF	Wide-Flange
INT	Interior	w/o	Without
		WP	Working Point
JNT	Joint	WWF	Welded-Wire Fabric
JST	Joist		



N
TRUE

SITE RETAINING WALL PLAN

SCALE: 1" = 30'

PLAN NOTES:
1. SITE ELEVATION CONTOURS TAKEN FROM CIVIL GRADING PLAN FOR REFERENCE. SEE CIVIL FOR ACTUAL GRADING PLAN.
2. PROVIDE VERT CONTROL JOINTS PER 'TYP VERT CONTROL JNT IN CONC WALL' THIS SHEET.
3. INDICATES FOOTING STEP. SEE 'TYP FOOTING STEP' THIS SHEET.
4. INDICATES TOP OF WALL (TOW) SLOPE DOWNWARD.
5. Rx INDICATES RETAINING WALL TYPE. SEE 'TYP RETAINING WALL DETAILS' THIS SHEET.

RED
1001 Grand Ave, Suite 103
Glenwood Springs CO 81601

bwape
1010 W 24th St
Rifle, Colorado 81650
(970) 462-8853
bwr@bwr.pe

BWR Project No. 24011

© These documents have been specifically prepared for 7051 335 County Rd. They are not suitable for use on other projects or in other locations without the approval and participation of the architect. Reproduction prohibited without approval of the architect.

2024

COLORADO LICENSED
BRIAN ROSSITER
52868
20MAY2025
PROFESSIONAL ENGINEER

Lot 1 Highway PUD

7051 335 County Rd New Castle Colorado 81647

LAND USE APP. 10/25/2024

Site Retaining Wall Plan

S-001

EMPLOYEE HOUSING AGREEMENT

Coal Seam Lodge / Commercial Development – New Castle, Colorado

This Employee Housing Agreement ("Agreement") is entered into as of this ____day of_____,2025, by and between Coal Seam, LLC ("Developer") and the Town of New Castle ("Town"), collectively referred to as the "Parties."

1. Purpose

The purpose of this Agreement is to formalize the Developer's voluntary commitment to provide workforce housing units for employees of the commercial project (the "Project"), and to establish terms under which these units may be leased to the general public when not occupied by said employees.

2. Employee Housing Units

The Developer shall designate eleven (11) residential units (the "Employee Units") within the Project to be made available for lease to employees of the Project's commercial businesses, including but not limited to hotel, restaurant, retail, and maintenance staff ("Eligible Employees").

3. Leasing Priority and Availability

a. The Employee Units shall be offered exclusively to Eligible Employees for an initial period of thirty (30) days from the date each unit becomes available for occupancy ("Priority Period").

b. If, at the end of the Priority Period, an Employee Unit has not been leased to an Eligible Employee, the Developer may offer the unit for lease to the general public ("Open Market Renters") at fair market rental rates.

c. The Developer shall maintain a waiting list of Eligible Employees and shall re-prioritize unit availability to such employees as units become vacant, even if previously rented to Open Market Renters.

4. Rental Terms

a. Rental agreements for Employee Units leased to Eligible Employees may include terms or discounts as determined solely by the Developer.

b. Units rented to Open Market Renters shall be leased at standard market rates and on commercially reasonable terms.

DRAFT

5. Reporting and Compliance

The Developer agrees to provide an annual summary to the Town, detailing the occupancy status of the Employee Units, including the number leased to Eligible Employees and those leased on the open market.

6. No Town Obligation

This Agreement shall not be construed to impose any obligation on the Town to enforce or monitor tenant eligibility beyond the annual reporting described above.

7. Term

This Agreement shall remain in effect for as long as the Employee Units are operated as part of the Project, unless amended in writing by mutual agreement of the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first written above.

Developer:
Coal Seam, LLC
By: _____
Name:
Title:

Town of New Castle:
By: _____
Name:
Title:

DRAFT

From: Orrin Moon <Orrin.Moon@Crfr.us>
Sent: Tuesday, May 13, 2025 5:02 PM
To: Paul Smith <psmith@newcastlecolorado.org>
Subject: Re: Coal Seam Land Use Updated Submission

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Paul,
The following is a copy of my July 18,2024 Review Comments. As far as I can tell from todays review is the fire hydrants have been changed, see below comments in Red.

1. The emergency access to River Park Condominiums shall be maintained with a 50'outside turning radius on a 24' roadway. The angle of approach shall not be more than 18" in 7.5'. The road shall be approved for all-weather driving surfaces. The existing gate shall be moved to facilitate the access road. This issue shall be addressed to me before approval is made of this subdivision. No Response
2. The far west fire hydrant shall be moved to the west to facilitate the dumpster enclosure and west end of the hotel building. My suggestion is to locate fire hydrant in the second Bull Nose island in from the west entrance. Completed on plans
3. Underground fire sprinkler lines shall be inspected before backfilling. All underground fire sprinkler lines shall be hydrostatically tested and flushed before connection to fire sprinkler lines. A state-approved underground sprinkler installer is required. No Response
4. Vehicle impact bollards shall protect Electric Vehicle charge stations. No response
5. All elevators in both buildings shall be sized for patient transport gurneys. No Response
6. Tree limbs or any vegetation landscaping shall not obstruct fire hydrants. No Response, plans still show trees over hydrants
7. Knox Boxes are required in each separate building with a fire alarm and fire sprinkler system installed. Knox FDC caps are required on all Fire Department Connections. No Response-building plan correction
8. Fire Alarm monitoring shall have Century Link POTS (2) lines installed into fire alarm panel locations. No Response
9. Fire alarm and sprinkler plans shall be submitted to my office for approval. No Response, building plan requirement
10.
11. My concerns are that the majorly of my comments have not been addressed and have not shown up on any plans. The developers need to respond to my comments in writing.

Thank You,

Orrin D. Moon

Prevention Division Chief/Fire Marshal

Colorado River Fire Rescue

970-625-1243

orrin.moon@crfr.us

Fire is Everyone's Fight.

May 8, 2025

Mr. Dave Reynolds, Town Administrator
Town of New Castle
P.O. Box 90
New Castle, Colorado 81647

RE: Lot 1 Highway PUD, 7051 County Road 335
Preliminary Plat, Final Plat, Preliminary PUD, Final PUD Review

Dear Dave,

The purpose of this letter serves to provide comments, concerns and questions regarding the proposed development of 7051 County Road 335, Lot 1 Riverside Subdivision. To conduct this review, we are in receipt of the Coal Seam Compiled Land Use Application, (354 pages) and have reviewed the following engineering submittal information from the application:

Exhibit A - Legal Description
Exhibit C - Geotechnical Subsoil Study (HP Geotech)
Exhibit D - Traffic Impact Study (Kellar Engineering)
Exhibit E - Water + Sewer Report
Exhibit H - Rockfall Mitigation Report
Exhibit M - Will Serve Letters
Exhibit N - Drawing Package
- Plat (Pinnacle Design Consulting Group)
- Survey (Tuttle Surveying Services, Inc.)
- Floodplain Maps (Schmueser Gordon Meyer Engineers & Surveyors)
- Civil Plans (Pinnacle Design Consulting Group)
- Civil Drainage Report (Pinnacle Design Consulting Group)
- Landscape + Irrigation Plan (The Stevens Group, Inc.)
- Rockfall Mitigation Plan (CTL Thompson)

The general engineering comments provided for the initial review in June 2024 were responded to by the Applicant in a letter dated January 17, 2025 and provided in the submittal package. The Applicant has submitted general information requested in the SGM email to the town dated 6/25/24 which has provided the ability to perform a more complete and specific final plat and construction review of the project.

<u>Exhibit A – Legal Description</u>
See attached survey review comments

<u>Exhibit C - Geotechnical Subsoil Study (HP Geotech)</u>
The subsoil study provided is for *Riverside Park Townhome Development* dated August 1999 completed on the previously developed property immediately east. The scope for the study does not include the Lot 1 Highway PUD project area.

Exhibit D - Traffic Impact Study (Kellar Engineering)

1. Since the development is immediately adjacent to the I-70 interchange and increases the design hourly volume on the "access" to I 70, the study should be prepared in accordance with section 2.3(5) of the State Highway Access Code for a Level Two analysis and coordinated with CDOT.
2. March 21, 2024, AM traffic data collected by ATD is missing from the appendix.
3. The project trip generation calculation appears to overestimate trip generation as it does not include the residential component and substitutes higher generating retail and restaurant uses in place of the planned 11 residential units. Pasted below is a comparison spreadsheet below based on interpretation of the submittal.

Trip Generation
ITE Trip Generation, 11th Edition

			Design Hour Rates							Weekday Design Hour Traffic				
KELLAR TIS	Number	ITE	Weekday	AM	AM	AM	PM	PM	PM	Weekday	AM	AM	PM	PM
Land Use	of Units	Code	Rate	Rate	Entering	Exiting	Rate	Entering	Exiting	Traffic	IN	OUT	IN	OUT
Hotel	71	310	7.99	0.46	0.27	0.19	0.59	0.32	0.27	375	19	13	23	19
Strip Plaza (<40k)	16.47	822	54.45	2.36	1.42	0.94	6.59	3.30	3.30	925	23	16	54	54
Restaurant	8.85	932	107.20	9.57	5.26	4.31	9.05	5.52	3.53	949	47	38	49	31
									TOTAL TRIPS:	**2,249**	**89**	**67**	**126**	**104**
										per access	45		63	

			Design Hour Rates							Weekday Design Hour Traffic				
"PLANNED" LAND USE	Number	ITE	Weekday	AM	AM	AM	PM	PM	PM	Weekday	AM	AM	PM	PM
Land Use	of Units	Code	Rate	Rate	Entering	Exiting	Rate	Entering	Exiting	Traffic	IN	OUT	IN	OUT
Multi-Family (Low-rise)	11	220	13.27	2.39	0.57	1.81	2.30	1.45	0.85	146	6	20	16	9
Hotel	71	310	7.99	0.46	0.27	0.19	0.59	0.32	0.27	375	19	13	23	19
Strip Plaza (<40k)	5.666	822	54.45	2.36	1.42	0.94	6.59	3.30	3.30	469	8	5	19	19
Restaurant	4.73	932	107.20	9.57	5.26	4.31	9.05	5.52	3.53	507	25	20	26	17
									TOTAL TRIPS:	**1,497**	**58**	**58**	**84**	**64**
										per access	29		42	

4. Provide an evaluation of the need for a State highway Access Permit based on comparison of project traffic versus 2024 traffic on Bruce Road. The development appears to require a State Highway Access Permit based on the 20% threshold.
5. Provide an Auxiliary Turn Lane analysis for the project accesses at CR 335. Auxiliary turn lane requirements for access to roadways are based on the projected DHVs, the speed limit and geometry of the highway adjacent to the access, and the classification of the roadway. CDOT SHAC are typically used by local agencies where local standards do not exist. The project traffic appears to warrant an eastbound left turn lane at each project access.
6. The operational analysis appears acceptable. The study should include a brief discussion of 95th percentile queue lengths at the study intersections.
7. Address the Garfield County LUDC Standards for a Major Collector standard at volumes greater than 2501 vpd.
8. Provide a sight distance analysis at the Bruce Road / CR 335 intersection and project intersections with CR 335.

Exhibit E - Water + Sewer Report

1. Provide a PE stamp on the report.
2. Provide discussion of EQR Summary and Fee spreadsheet in the body of the narrative, include total EQR's, equivalent design flows for water and sewer, and calculated fee.
3. Provide final design information for the increased total flows for the shared Sewage Lift Station. Include pumping requirements, float locations, pipe size verification / confirmation.
4. Provide basis for WSFU count to GPM flows and/or Town EQR's and include discussion in the narrative.

Exhibit H - Rockfall Mitigation Report

No comments.

Exhibit M - Will Serve Letters
Final design coordination to be completed with Xcel for electric service connections.

Exhibit N - Drawing Package

Plat (Pinnacle Design Consulting Group)
Survey (Tuttle Surveying Services, Inc.)
See attached survey review comments
Survey dated May 2015 – prior to paved trail

Floodplain Maps (Schmueser Gordon Meyer Engineers & Surveyors)
No comments.

Civil Plans (Pinnacle Design Consulting Group, Stamped and dated 11/27/24)

1. Overall comments below, see marked up pdf plan comments for additional detail and clarification.
2. For the construction drawings, the engineer will need to provide all anticipated details for construction in the plan set to avoid any interpretation issues during construction between the contractor/engineer and Town. All work will need to be performed in accordance with the Town's Public Works Manual.
3. We anticipate that the project is going to be constructed in a single phase, however, if it becomes necessary to phase the project, it will be necessary to provide phasing plans for the improvements to assure utility service, access and emergency services can be provided with future infrastructure improvements also being secured.
4. Notes and Legend
    a. Update per comments.
5. Grading, Drainage, and Erosion Control Plan
    a. Show Rockfall Berm grading and details on civil plan.
        i. Berm as designed is not maintainable and susceptible to erosion and will require a rounded or flat top area with consistent 3-foot height.
        ii. Berm currently encroaches into the existing asphalt trail.
    b. Provide multiple cross sections of CR 335, Trail, and proposed Rockfall Berm and Curb & Gutter to understand surface drainage impacts in CR 335 ROW. Provide adequate drainage solutions to protect asphalt trail edges from surface drainage ponding.
    c. Provide plans and details for trail reconstruction as needed. Lack of a recent field survey results in uncertainty of trail location that needs to be resolved in the plans.
    d. Provide profile for each access to CR 335, with construction level detail for tie-in to the existing road and trail crossing.
    e. Provide detailed spot elevation grading in areas between and adjacent to buildings to ensure adequate surface drainage away from buildings per geotechnical recommendations.
    f. Provide construction detailing (spot elevation and layout) for ADA Ramps at parking interface.
    g. Provide Storm Drain system profile of 15" piping and include invert elevations for area and trench drains (add details) and 6" piping connection to storm drain manholes and inlets.
    h. For storm drain utility crossings, confirm adequate frost protection will exist or provide insulation.

i. Provide construction details for Stormtech Chambers, including detailed plan, cross section, inlet, outlet, volumes and design storm. Also noting the maintenance and access route.
j. Provide detail for French Drain, including minimum separation from building foundation.
k. Retaining Wall types, materials, construction details are required to understand the impacts to existing and proposed utility easements and facilities.
l. Provide typical section, profile, and easement of Emergency Access connection from River Park condos to CR 335.
m. Provide clarity to Erosion Control Blanket locations with hatching.
n. Provide clarity of use of SCL/SCF on plan and details.
o. Provide retaining wall profile that includes, top of wall, bottom of wall, footing, existing and finished grade.

6. Parking Plot Centerline Profile
    a. Add Access and Storm Profiles
7. Drainage Basins
    a. Provide a summary of Drainage Report notes on the Plan sheet as noted.
    b. Construction drawings will need to identify the specific grades for storm drain (plan and profile) as well as all of the detailed design of WQVC, detention ponds and outfalls.
8. Intersection Signage and Striping
    a. Provide construction detailing (spot elevation and layout) for ADA Ramp at trail crossings at each access crossing.
    b. Provide detail of crosswalk striping.
    c. Clarify the use of Bike/Pedestrian signs and Vehicular signage using MUTCD sign designations.
    d. Parking and ADA parking striping.
9. Master Utility Plan
    a. Provide construction detailed notes for all water, sewer, and shallow utility connections. Provide clear direction for all utility removals, resets, and protection in place. Several items not addressed in Plans, shown in other comments and on Plans.
    b. All water and sanitary sewer line alignments, including service locations to the buildings, will need access available for maintenance and repair with a minimum of 15’ easements provided.
    c. Provide clarity depicting the existing and proposed utilities with text style, symbols, and linetypes.
    d. For dry utilities, when preparing the final plan for construction and prior to construction, the drawings will need to be updated to ensure that the proposed dry utility designs (prepared by the utility provider) continue to integrate with all of the improvements and planning proposed by the developer’s team. Providers will require easements for the electric and gas utility installations. These will be reflected on the plat and the representative signature blocks need to be provided.
    e. Provide final construction details for the shared Sewage Lift Station. Include pumping requirements, float locations, pipe size verification / confirmation.
    f. Include profile views of the water line alignments, avoiding low and high points, if necessary, provide blow offs, air release/vacuum vaults or hydrants at high points or drains

at low points in the lines. Profiles should show the crossing of other utilities (existing and proposed) and storm drain; the proposed retaining wall should also be shown.

g. Service lines will need to be shown for each building/unit complete with the locations of the curb stops and meter locations
h. Proposed 8" water main tie-in to existing main will be completed by cutting in new tee and (3) 8" gate valves.
i. Valves on each side of each tee (including hydrants) will be required.
j. Show Concrete Reaction Block locations on the plans.
k. Note that all water line fittings are to be polywrapped ductile iron pipe fittings and not PVC.
l. Assure that all water/sewer crossings can be provided with a minimum separation of 18", including all water/storm drain crossings. Assure that water/storm drain crossings provide adequate freeze protection at each crossing.
m. If water and sewer mains are constructed in areas of fill; a note shall be included on the profile stating the Contractor shall provide a minimum of 95% compaction 10 feet either side of the Sewer / Water main with compaction testing at 200 foot increments in fill areas under pipe, minimum two test locations required per area.
n. Where water and sewer connections are to be provided to existing facilities, provide details as to the work required for the connection; existing conditions (size, material, depth), removals, fittings, thrust blocks, testing procedures, etc.
o. Provide information on how pressure testing, sanitizing, flushing, air release and subsequent operation of the water, sanitary sewer, and storm sewer utilities are performed.
p. Note that due of SB 18-167, all utilities will need to be installed to be electronically locatable. Details will need to be revised to provide instruction to the contractor that provide tracer wire, magnetic tape, etc… on all subsurface utilities including service lines.
q. Pothole all existing utility crossings prior to construction of new facilities.
r. Proposed Retaining Wall generally paralleling east property line crosses and is in the impact area (construction and future maintenance) of several existing and proposed utilities. Provide retaining wall profile that includes, top of wall, bottom of wall, footing, existing and finished grade, and all utility crossings.
s.

10. Details
    a. Provide construction details for maintainable, non-erodible berm. Contractor should be able to reference civil plan and construct berm without reference to CTL report.
    b. Provide asphalt trail reconstruction typical section.
    c. Provide Lift Station detail.
    d. Provide Bollard detail.

<u>Civil Drainage Report (Pinnacle Design Consulting Group)</u>

1. Provide a Professional Engineer stamp on the cover of the report.
2. Provide discussion of WQCC design storm and sand filter material, including the on-site soil materials compatibility with the sand filter design.
3. Provide construction detail for the stormtech chambers and sand filter design.

4. Provide manufacturers documentation of inlet grate open area and discuss clogging factor used for site design.
5. Discuss and include calculations for inlet control capacity for pipes with storm inlets to confirm adequate capacity.

Landscape + Irrigation Plan (The Stevens Group, Inc.)

1. Provide seed mix and coordination of landscape plan and civil erosion control plan regarding erosion control blanket placement and reseeding areas.

Rockfall Mitigation Plan (CTL Thompson)

1. Incorporate CTL berm and structural wall design parameters into Civil and Structural plans sets with construction level detail.

Subdivision Improvements Agreement

Not submitted.

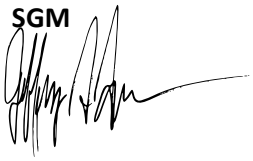
Parking Requirements

1. Parking analysis based on ITE Parking Generation Manual 6th Edition and verified 123 spaces is acceptable, without consideration of shared parking.

Upon your receipt and review, if you have any questions, please don't hesitate to call.

Respectfully,

SGM



Jefferey S. Simonson, P.E.
Principal

April 1, 2025

Town of New Castle

Re: Reviewing Surveyor Comments:

Land Use application for COAL SEAM Hotel, Mixed Use Development

7051 335 County Road, New Castle, Colorado 81647

Regarding Coal Seam Subdivision Plat Table of contents items VIII and XII exhibit N items Plat and Survey

I have reviewed the final subdivision plat that was submitted to me for compliance with: C.R.S. 38-51-105- Monumentation of Subdivisions C.R.S. 38-51-106 - Land Survey Plats, and have the following comments:

Regarding plat monumentation

A. Address new monumentation per C.R.S. 38-51-105(1) (a)

B. Address existing monumentation per C.R.S. 38-51-105(1) (b)

C. Address new monumentation per C.R.S. 38-51-105(3) (a)

D. Address new monumentation per C.R.S. 38-51-105(7) (a), (7)(b) (I)-(7)(c)

E. Address conflicting boundary evidence, if any. C.R.S. 38-51-106(1)(k)

   Recommend bearing and distance ties to found monuments (such as those noted close to the westerly line) not along the boundary, show measured and record distances. Note sources of research board rule E2

Regarding boundary details

A. Address conflicting boundary evidence, if any. C.R.S. 38-51-106(1)(b)(c)(e)(f)(i)(j)(k)(l):

   (b) Provide complete reference of adjoining right of way (row) county road 335 stating width if known and nature of the public, private…

   (c) recommend showing measured and record distances

(e) provide a basis of bearings statement and recommend using one of the four commonly accepted board methods (Board rule H), label basis of bearings on map view.

(f) provide complete description of monuments found and set to include cap type and accessories such as rebar or pipe (board rule M)

(i) the written description in the owner's acknowledgement does not match that of the existing conditions map nor the legal description on submittal sheet 47 Exhibit A – Legal Description

(j) on final document please provide signature and seal and other required information for surveyor.

(k) label ad joiners, suggest clarify lot names with record reference to Lot 1 and not lots 1a and 1b created by this plat. Plat name is confusing consider dropping word; Lot 1 Highway PUD.

(l) provide a statement regarding lineal units used to produce this survey

Regarding Topographical Survey Map does not conform to and was likely not intended to confirm to C.R.S. 38-51-106

B. Address conflicting boundary evidence, if any. C.R.S. 38-51-106(1)(b)(c)(e)(f)(i)(j)(k)(l):

(b) Provide complete reference of adjoining right of way (row) county road 335 stating width if known and nature of the public, private…

(c) recommend showing measured and record distances to survey monuments

(e) provide a basis of bearings statement and recommend using one of the four commonly accepted board methods (Board rule H), label basis of bearings on map view.

(f) provide complete description of monuments found and set to include cap type and accessories such as rebar or pipe (board rule M)

(i) provide a written descriptions of the parcel being surveyed. The map name does not reflect the record parcel name nor the proposed PUD name.

(j) on final document please provide signature and seal and other required information for surveyor. The certification on this document appears to not conform to board rule 2

(k) label ad joiners, suggest clarify map name relative to parcel legal description. Suggest name: *Topographical Survey Lot 1 Riverside Park Subdivision*.

(l) provide a statement regarding elevation datum, site benchmark and contour intervals

Regarding Coal Seam Exhibit A legal description does not match the legal description on either the plat of existing conditions map

Regards,

Scott A. Hemmen

Colorado P.L.S. #38182

For, and on behalf of SGM

From: John Wenzel <jwenzel@newcastlecolorado.org>
Sent: Thursday, May 15, 2025 8:34 AM
Subject: RE: Coal Seam Land Use Updated Submission

Hi Paul,

I have had the chance to review the Coal Seam application and have the following comments:

The developer is proposing to construct the rock fall mitigation berm within the utility easement. It looks like the berm will directly cover the existing sewer line and manholes. It will also be within a few feet of the water main line. Any conflicting manholes and valve boxes will need to be raised to accommodate the new grade.

Thank you.

John

NOTICE OF PUBLIC HEARING
Town of New Castle

Virtual Meetings are subject to internet and technical capabilities.
To join by computer, smart phone or tablet:
https://us02web.zoom.us/j/7096588400
If you prefer to telephone in:
Please call: 1-346-248-7799
Meeting ID: 709 658 8400
Follow the prompts as directed. Be sure to set your phone to mute until called on

Date:	May 28, 2025
Time:	7:00 PM
Place of meeting:	450 W Main St. Town Hall, New Castle, CO
Review Body:	Planning and Zoning Commission
Brief description Of application:	Consideration of a combined Preliminary/Final PUD, Lot Split, and Variance Application for Lot 1 of the Riverside Park Subdivision, zoned Highway Business.
Legal description:	Lot 1, Riverside Park Subdivision, according to the Plat thereof filed July 12, 1999 as Reception No. 548663.
Common address:	7051 CR 335, New Castle, CO 81647
Applicant:	Coal Seam, LLC
Landowner:	Coal Seam, LLC

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

AFFIDAVIT AS TO NOTICE OF PUBLIC HEARING

We, **Coal Seam, LLC**, do hereby certify that pursuant to ordinances of the Town of New Castle, Colorado, we provided notice of a Public Hearing for **May 28th, 2025,** regarding a **Preliminary/Final PUD, Lot Split, and Variance Application** by doing the following:

1. At least fifteen **(15) days prior** to such hearing, we sent a copy of the attached Notice of Public Hearing by **certified mail to the owners of all property within two hundred fifty (250) feet** of the subject property and to the Town of New Castle.

2. If required by Chapter 16.10 of the new Castle Municipal Code, at least thirty **(30) days prior** to such hearing, I sent a copy of the attached Notice of Public Hearing by certified mail to the **owners of mineral estates** who have requested notification with respect to the subject property at the Garfield County Clerk and Recorder.

3. At least fifteen (15) days prior to such hearing, **we posted Notice of Public Hearing on the property on a sign** approved by the Town at least twenty-two (22) inches wide, twenty-six (26) inches high, with letters at least one (1) inch in height. The sign was posted so that it was visible from a public street.

4. At least (15) days prior to such hearing, the attached Notice of Public Hearing was published on the **Town's website**.

_____
Signature

STATE OF COLORADO)
) ss.
COUNTY OF Garfield)

KEYLA LIZETH FIGUEROA FLORES
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20234005930
MY COMMISSION EXPIRES FEB 13, 2027

Subscribed and sworn to before me this 25 day of April, 2025, by Abdollah Pirzadeh. as _____ of _____.

Witness my hand and official seal.

_____
Notary Public
My commission expires: Feb 13, 2027.

TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. PZ 2025-2

A RESOLUTION OF THE NEW CASTLE PLANNING AND ZONING COMMISSION RECOMMENDING CONDITIONAL APPROVAL OF A FINAL SUBDIVISIONPRELIMINARY/FINAL PUD DEVELOPMENT PLAN APPLICATION FOR RIVERSIDE PARK LOT 1

WHEREAS, Coal Seam, LLC ("Applicant") owns certain real property within the Town of New Castle, Colorado (the "Town") described in the attached Exhibit A; and

WHEREAS, the Property is zoned Highway Business as part of the Riverside Park PUD as provided in Ordinance #99-5; and

WHEREAS, on September 27, 2023, pursuant to Section 17.100.050(A) of the Town Municipal Code ("Code"), the Planning Commission (P&Z) voted unanimously to allow Applicant to submit a combined Preliminary/Final PUD Plan application with the condition that the preliminary and final application steps be considered separately if P&Z finds the combined application to be insufficient for final approval; and

WHEREAS, Applicant submitted a combined Preliminary/Final PUD Plan application together with an application for a lot split and variances (collectively, the "Application" as further defined below), which Application was deemed complete on April 11, 2025; and

WHEREAS, the Application proposes the construction of 71-room hotel, restaurant/Brew Pub, 11 employee residences, and 7 mixed use commercial spaces on a total of 5.84 acres; and

WHEREAS, the Applicant intends to develop the Property and the public improvements associated with the same in one phase; and

WHEREAS, the Town of New Castle Planning & Zoning Commission ("Commission") held a duly noticed public hearing on May 28, 2025, to consider the Application; and

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

WHEREAS, based on the Application, testimony, and other information presented, subject to compliance with the terms and conditions of this Resolution, the Commission finds that the Application complies with the following review criteria set forth in Sections 17.100.050(H) and .060(F) of the Code:

1. Consistency with the comprehensive plan;

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

WHEREAS, the Commission now desires to recommend that Town Council approve the Application as provided in this Resolution.

NOW, THEREFORE, BE IT RESOLVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF NEW CASTLE, COLORADO:

1. Recitals. The foregoing recitals are incorporated by reference as findings and determinations of the Planning and Zoning Commission.

2. Definition of the Application. The "Application" consists of the documents and information identified on Exhibit B, plus all representations of and other documents presented by the Applicant reflected in the recordings and minutes of the Planning and Zoning Commission public hearing held on May 28, 2025.

3. Recommendation regarding Final Plan: The Final Plan proposes:

a. The development of 71-room hotel, restaurant/Brew Pub, 11 employee residences, and 7 mixed use commercial spaces as depicted on the site plan prepared by RED dated January 17, 2025 (the "Site Plan"), and as otherwise described in the Application, including architectural renderings, elevations, and floorplans;

b. Use and other zoning standards including parking requirements, maximum height, and setbacks as described and depicted on the Site Plan;

c. The subdivision of the Property into two lots as shown on the subdivision plat included in the Application; and

d. Any amended final plats or condominium maps for the mixed-use spaces will be submitted for approval at the staff level, provided that the amended final plats or condominium maps and mixed use buildings are in substantial conformance with the approved Application.

The Commission hereby recommends approval of the Final Plan with the elements described in 3a – d, above, subject to compliance with all conditions set forth in Section 6 of this Resolution.

4. Zoning. If Town Council approves the Final Plan, the Commission recommends that the development and use of the Property be subject to the following restrictions and requirements:

a. The restrictions and requirements of the Final Plan;

b. Those restrictions and requirements of the Highway Business Zone District that are not covered by the Final Plan. In the event of a conflict between the Final Plan or Final Plat of the Property and the Highway Business Zone district regulations, the Final Plan and Plat shall control;

c. All other applicable provisions of the Code; and

d. All applicable Ordinances of the Town.

5. Subdivision. Applicant has submitted the Final Plat for the Property, which proposes to subdivide the Property into two lots, Lot 1A and Lot 2B. The Commission recommends approval of the Final Plat, subject to compliance with the applicable conditions set forth in Section 7 of this Resolution.

6. Conditions. Approval of the Application is subject to and contingent up on satisfaction of the following conditions:

a. Applicant will add a list of permitted and conditional uses and maximum building height to the Site Plan prior to Town Council consideration.

b. Prior to Council review, the Applicant shall demonstrate compliance with all recommendations of the Town Engineer, Town Public Works Director, Town Attorney, and Fire Marshal provided in response to review of the Application.

c. Prior to issuance of a building permit, final construction drawings shall demonstrate compliance with the building heights included in the approved application materials.

d. Prior to issuance of a building permit, all construction drawings subject to the provisions of the International Fire Code or matters requiring fire alarms and/or fire suppression shall be submitted to the Fire Marshal for review and comment.

e. Parking lot lighting should be on timers to reduce the light duration at night while maintaining security lighting as needed.

f. An emergency access easement shall be designated on the final plat to provide emergency egress for residents of the River Park Condominiums and ingress and egress for emergency personnel per the recommendations of the Fire Marshal. The access road shall be signed “Emergency Access Only.”

g. Prior to Council review, Applicant shall discuss a maintenance agreement with the River Park HOA for the emergency access easement.

h. All trash dumpsters shall be located within an approved trash enclosure that extends six feet high and includes a bear resistant latching mechanism.

i. The form of the declaration of covenants for the Property shall be finalized and address any Town Attorney comments before consideration of the Application by the Town Council. Recordation of the declaration of covenants shall be accomplished at or before recording of the final plat.

j. A parking management plan shall be added to the covenants prior to consideration by Town Council with provisions for reserved parking for the residential units.

k. The Town and Applicant shall enter into a subdivision improvements agreement ("SIA") containing an engineer's stamped cost estimate of public improvements approved by the Town Attorney. The form of the SIA shall be finalized before consideration of the Application by Town Council. Recordation of the SIA shall be accomplished at or before recording of the Final Plat.

l. Provide a construction phasing plan for inclusion in the SIA as necessary that incorporates, at minimum, each of the following components:

   i. A buildout phasing plan (if necessary);
   ii. A schedule that identifies the sequencing of construction, sequencing of occupancy, traffic flow, and traffic control plans during construction;
   iii. Storage and staging areas for construction equipment and materials;
   iv. Drainage and erosion control best management practices (BMP's);
   v. Applicant's conformance with all requirements and specifications approved by the fire marshal concerning temporary access to the project; and
   vi. A dust and weed management plan;

m. Landscaping shall incorporate native grasses and plants that minimize maintenance, mowing, and irrigating. The final landscape plan shall be approved by Public Works prior to issuance of a building permit.

n. All disturbed areas in the project shall be revegetated prior to the 1st growing season following the completion of the entire project and maintained in a predominantly weed free condition.

o. All representations of the Applicant made verbally or in written submittals presented to the Town in conjunction with the Application before the Commission or Town Council shall be considered part of the Application and binding on the Applicant.

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

q. The sale of individual lots, parcels, or units may not occur until a plat creating the lot, parcel, or unit is recorded with Garfield County and security for the public improvements has been received by the Town.

r. The Applicant shall provide an affordable housing covenant that includes a definition of the number of restricted units, the calculation of below market rents, the workforce that qualify to live in the units, and the term for which the affordable housing covenant shall be in force. The affordable housing covenant shall be finalized before consideration of the Application by Town Council. Recordation of the affordable housing covenant shall be accomplished at or before recording of the Final Plat.

7. Severability. Each section of this Resolution is an independent section and a holding of any section or part thereof to be unconstitutional, void, or ineffective for any cause or reason shall not be deemed to affect the validity or constitutionality of any other section or part hereof, the intent being that the provisions of this Resolution are severable.

8. Effective Date. This Resolution shall be effective upon adoption.

SO RESOLVED this 28th day of May, 2025, by a vote of ____ to ____.

TOWN OF NEW CASTLE
PLANNING & ZONING
COMMISSION

_____
Chuck Apostolik, Chairman

ATTEST:

_____
Deputy Town Clerk
Remi Bordelon

Exhibits:
Exhibit A: Legal Description
Exhibit B: List of Application materials

EXHIBIT A
Legal Description

LOT 1
Riverside Park Subdivision, according to the plat thereof filed July 12, 1999, as Reception No. 548663

EXHIBIT B

Preliminary/Final PUD Application Materials

a. Applicant Final Plan Application – March 21st, 2025 (original submission), plus amendments and supplements submitted through May 22, 2025
b. CRFR Fire Marshal Referral, Orrin Moon – March 13th, 2025
c. Town Engineer Comments, Jefferey Simonson – March 8th, 2025
d. Town Public Works Director Comments, John Wenzel – March 15th, 2025
e. Public Hearing Notice, with Legal Description for Final Plan P&Z – April 25th, 2025

New Castle, Colorado
Planning and Zoning Commission
Wednesday, April 9, 2025, 7:00 PM

Call to Order
Commission Chair Apostolik called the meeting to order at 7:03 p.m.

Roll Call

Present	Chair Apostolik
	Commissioner Sass
	Commission Alternate Rittner
	Commissioner McDonald
	Commissioner Graham Riddile
	Commissioner Parks
Absent	Commissioner Cotey
	Commissioner Westerlind

Also present at the meeting was Town Administrator David Reynolds, Town Planner Paul Smith, Assistant to the Town Planner Remi Bordelon, and members of the public.

Meeting Notice
Assistant Bordelon verified that her office gave notice of the meeting in accordance with Resolution TC 2025-1.

Conflicts of Interest
There were no conflicts of interest.

Citizen Comments on Items NOT on the Agenda
There were no citizen comments.

Items for Consideration

Castle Valley Ranch PA 12 Sketch Plan, Filing 14
Planner Smith introduced TC Midwest, noting their return from 2024 with a different development proposal for the same area. He explained that TC Midwest was presenting a proposal for the property south and east of Katheryn Senor Elementary School. The new proposal included 66 town-home units in 14 buildings, all two-story. Planner Smith noted that this was the first of three stages in the land use process for New Castle: Sketch Plan, Preliminary and Final.

Maarjan Pasha, applicant and project lead introduced her team and expressed excitement for the proposed project in the hopes that it would be positive for the community.

Planner Smith reviewed his staff report (Exhibit A) and provided an overview of the project area, noting that it was zoned as mixed-use. He mentioned that TC Midwest also owned the Atkinson's properties, including the zoned 'mixed use' south of Castle Valley Boulevard, which gave them more flexibility in their plans. The proposed project, named Archwood Townhomes, was presented as a purely residential

development, with plans to consider commercial development elsewhere. He outlined the site plan (Exhibit B). He identified the overall approval criteria to include consistency with the town's Comprehensive Plan, compatibility with proposed zoning & density with neighboring properties, availability of town services, vehicle & pedestrian circulation and preservation of the natural characteristics of the land.

Planner Smith stated that TC Midwest felt it would be a better fit for the community to make the proposed development fully residential and reconsider commercial development further south, off of Castle Valley Boulevard. He noted that the feedback TC Midwest received last year from the community was a deciding factor in making the proposal completely residential. Ms. Pasha confirmed and said they were still in the early stages of discussions regarding commercial planning, as the residential development was their first priority. Planner Smith reminded the commission that Castle Valley Ranch had a cap on commercial space of 100,000 square feet.

Planner Smith confirmed the residential development met the smart growth values established over the years for New Castle. He said the development planned for recreational paths, pickleball courts that would be dedicated to the town and a kid's playground south of the development. He reviewed the roads, pedestrian crossings, right of ways and snow storage confirming the plan met the town's standards. He identified that the affordable housing would look different for this development as the townhomes would be sold, not rented by the developer. He outlined the square footage of the housing units: roughly 1,500 square feet for two bedrooms and 2,500 square feet for three bedrooms. Planner Smith touched on the desire for Net Zero and acknowledged it was in the comprehensive plan. He said the landscaping would be utilizing the raw water system. He acknowledged that the proposal would be a higher density project that Colorado Parks and Wildlife (CPW) would comment on, as usual. He identified the items the Town would manage, included in code, to be dogs off leash and fencing in relation to wildlife.

Planner Smith discussed roads and a small change that was made to design the driveways feeding into an alley instead of Silverado Trail for traffic flow needs (Exhibit C). He said the roads would be maintained by the town, less the alley. He added the suggestion to include a southbound turning right lane into the development from North Wildhorse Drive. He identified the on-street parking locations, north portion of the development and explained there was a line of sight issue adding any addition on-street parking within the development aside from two parking spaces south east across from unit 3B.

Planner Smith said the zoning is classified as MF-2, multifamily, which allows for a higher building height, generally 35 to 40 feet for a two story. Since this is a new application, he said discussions would come about regarding architectural design avoiding blockiness, heights and avoiding a feeling of imposingness. Planner Smith added that the development exceeds the off-street parking requirement, allowing 2 spaces per unit. He identified the mixture of driveway types including two car/ double garage driveways, single car/single garage driveways and two car/single garage driveways (Exhibit B).

Planner Smith said regarding town services that police are full staffed for the town's population. He added that Fire Marshal Orrin provided comments with no major concerns. Planner Smith said the higher density units would be on a fire sprinkler system. He acknowledged the road design was satisfied, leaving Public Works with no major concerns. He added there was plenty of planned snow storage available. Planner Smith stated that Commissioner Cotey commented that she felt the snow storage exceeded what was needed. He noted that Castle Valley Ranch did not require open space, but the development had designed open areas facing Castle Valley Boulevard, without the intention of dedicating to the town. He reiterated that the pickleball courts would be dedicate to the town, however.

Planner Smith reviewed the elevation and architectural design of the units (Exhibit D). He said TC Midwest addressed variation in building look and color scheme which was outlined as a concern in the Comprehensive Plan as well. He highlighted the individuality of each unit by their variation in dormers and gables, colors and materials. He stressed the point that TC Midwest wants feedback regarding ideas for design.

Planner Smith reviewed staff recommendations. He explained that after the sketch plan with Planning & Zoning, the development proposal would then be presented to Council, before TC Midwest organizes an Open House event for the community.

Chair Apostolik asked if TC Midwest considered breaking the townhomes into stacked single bedroom units on top each other. Ms. Pasha commented that TC Midwest wanted to build units that made the homeowner feel like it was their space, providing the opportunity for starter homes or smaller families. She added, the design with alternating materials and colors also catered towards that goal. Planner Smith commented that the zoning minimum square footage was 1,500sf and Council had previously expressed concern about building too small of residential units. Chair Apostolik asked when the buildout of the two lane roundabout would occur and if the TC Midwest and R2 Partners developments affected the timing of said buildout. Planner Smith said the buildout would be planned for but was not sure if those developments would trigger the roundabout buildout. He confirmed that there would be a traffic study conducted for each development with comments from the traffic engineers. Chair Apostolik asked what TC Midwest timeline would look like if approved. Ms. Pasha said they were ready to break ground as soon as possible in a directional order by each building. Planner Smith clarified that TC Midwest planned to complete the public infrastructure all in one phase then move on to constructing the building.

Commissioner McDonald asked if there was an agreement made between TC Midwest and R2 Partners for a shared corridor for development. Planner Smith said it was not approved yet, but there was time to finalize an agreement. Commissioner McDonald commented he liked Planner Smith's suggestion for a right turn lane into Silverado. Commissioner McDonald asked what the idea was for a HOA. Ms. Pasha said TC Midwest researched some companies in the area, but decided to wait on any decisions until they received feedback from the commission regarding their development proposal.

Commissioner Parks asked about a mention of RV parking availability and questioned where there would be space to accommodate. Planner Smith clarified that the thought was to provide regular parking, on the site plan there were four reserved RV parking spots on North Loop. Commissioner Graham Riddile said he preferred not to have designated RV parking. Commissioner Rittner agreed.

Commissioner Parks stated he liked Commissioner Cotey's comment of building a significant berm on Dancing Bear to buffer kids/pedestrians from the main road of Castle Valley Boulevard (Exhibit E). Chair Apostolik said he did not agree with Commissioner Cotey's comment about moving the pickleball courts in that vicinity due to a lack of parking.

Commissioner Rittner asked how TC Midwest planned to manage trash collection. Ms. Pasha said each garage was planned with enough room to accommodate individual trash bins for each unit. Alt. Commissioner Rittner asked about landscaping and fencing. Ms. Pasha said they do not have a landscaping plan yet and planned to keep the fencing similar to neighboring subdivisions.

Commissioner Graham Riddile expressed the importance of making sure there was no on-street parking on Silverado Trail. He commented that 62 feet width road may invite parking on the road. He said if there were no bike lanes, the road could be narrowed. Commissioner Graham Riddile asked for the strategy for completing North Wildhorse. Planner Smith said North Wildhorse would be connected north to south drive lanes by R2 Partners. He clarified that the cost share would include all of North Wildhorse, based on a traffic count. Commissioner Sass asked what the parking plan was for Noth Wildhorse. Planner Smith said on-street parking was planned for both sides of the road on North Wildhorse.

Commissioner Graham Riddile said TC Midwest would be the first developers dealing with housing affordability in a home sale capacity. He asked if TC Midwest was open to providing any of the units as deed restricted, where the town would manage the program. He said 6 units would be ideal. Ms. Pasha expressed interest and said she would discuss with the TC Midwest team. She said the goal was to sell the units, even presale, with efforts to make them as affordable as possible. She added that the pricing would be a balancing act of providing a good quality product at a fair market to sell the units successfully.

The commission expressed gratitude toward TC Midwest returning and incorporating the feedback they received from their first development proposal. Ms. Pasha reiterated their desire to develop a product that best fit the community and expressed excitement for their current proposal.

Staff Reports

Planner Smith said Coal Seam was planned to present end of May, 2025 as an approved combined application. He added that Lauren Prentice joined Amanda Poindexter in energy consulting and Remi Bordelon transitioned to the Building and Planning Department.

Commission Comments and Reports
Commissioner Parks reported that the Historic Preservation Commission was working on completing the forms to request designation of the town cemetery with state assistance from History Colorado.

Review Minutes from Previous Meeting
MOTION: Commissioner Sass made a motion to approve the January 22, 2025 meeting minutes. Chair Apostolik seconded the motion and it passed unanimously.

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

The meeting adjourned at 8:25 p.m.

Respectfully Submitted,

_____
Chuck Apostolik, Commission Chair

_____
Remi Bordelon, Assistant to the Town Planner

DRAFT

Exhibits

Exhibit A – Staff Report for PA 12 Sketch Plan, Filing 14
Exhibit B – TC Midwest Site Plan
Exhibit C – Arial Site View
Exhibit D – Elevation Plan
Exhibit E – Commissioner Cotey's Comment Letter

DRAFT

Exhibit A

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

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

Staff Report

Castle Valley Ranch PA 12, Filing 14
Sketch Plan
Planning Commission – April 9th, 2025

Report Compiled: 4/3/2025

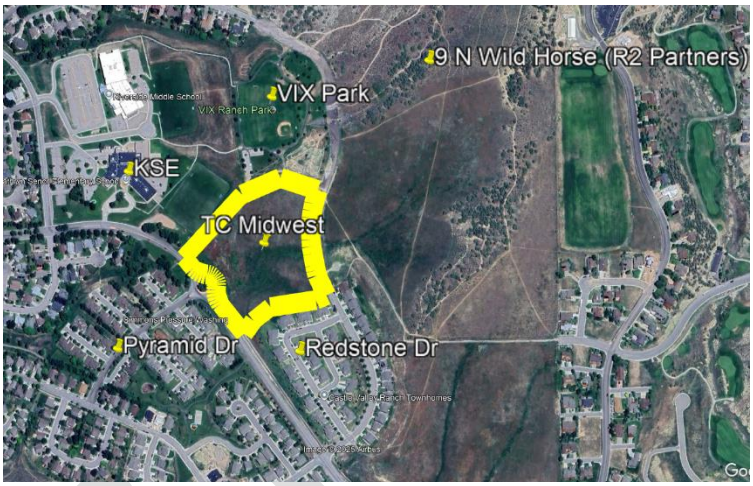
Project Information

Applicant:	*Maarjan Hashami*
Applicant's Mailing Address:	*17774 Preston Rd.* *Dallas, TX 75254*
Phone/Email:	*469-531-4115/maarjan@tcfuels.com*
Property Owner:	*TC Midwest LLC*
Owner Mailing Address	*17774 Preston Rd* *Dallas, TX 75254*
Proposed Use:	*66 Multi-family Residential Townhomes.*
Parcel Acreage:	*10.32 acres*
Open Space:	*~2.02 acres or 19.3%*
Underlying Zoning:	***Mixed Use MU-1***
Proposed Zoning:	*Castle Valley Ranch MF-2*
Surrounding Zoning:	*SF & multifamily homes (N Wild Horse Dr., Redstone Dr, CVB);* *Parkland (VIX Park)* *Residential zoning (CVRI)* *School (Kathryn Senor Elementary)*

DRAFT

I Introduction

TC Midwest, LLC originally submitted a sketch plan application in February of 2024 proposing commercial development on Planning Area 12 (PA12) east of the Castle Valley Blvd. (CVB) roundabout near Katheryn Senor Elementary and across from Pyramid Dr. That plan included various commercial occupancies in several phases. With the feedback received from the meeting, the Applicant moved to reconsider alternative uses more consistent with the surrounding neighborhood.



*The current proposal reflects the outcome of that reconsideration. The plan now proposes all residential, comprised of 66 townhome units in 14, two-story buildings (**Exhibit A, pg. 11**) priced at fair market value. Road designs are to comply with town standards and will be aligned with existing intersections. Open space will include areas for snow storage, a kids park along CVB, and potentially two public pickleball courts integrated with VIX Ranch Park.*

The sketch plan is the first of three application steps – sketch, preliminary, and final – required for new planned unit developments ("PUDs") & subdivisions. The sketch plan review assesses initial compliance with town codes, provisions for utilities & infrastructure, substantial conformance to the comprehensive plan, and any adverse impacts to the Town. The review provides the Applicant with preliminary, nonbinding feedback from Staff, the Planning Commission, and Town Council before significant expenses are incurred. Though no approvals are made at this initial step, constructive feedback is anticipated.

II Staff Review:

Throughout the application process, the submittal documents will be reviewed pursuant to the criteria in the Municipal Code (MC) for planned unit developments (PUDs) and subdivisions. Any proposal should show general conformity to the following (MC 17.100.040(E)):

1. *Consistency with the comprehensive plan;*
2. *Compatibility of proposed zoning, density, and general development plan to neighboring land uses and applicable town code provisions;*
3. *Availability of town services from public works, fire, and police;*
4. *Vehicle, bicycle, and pedestrian circulation; and*
5. *Preservation of the natural character of the land.*

1) Is the proposal consistent with the comprehensive plan?

*Applicants are expected to clearly demonstrate substantial conformity with the CP in all applications (**Policy CG-1B**). Substantial conformance to the CP may include:*

- *Fostering distinctive, attractive communities with a strong sense of place and quality of life.*
- *Demonstrating a fully-balanced community and land use structure.*
- *Ensuring a mix of uses that complement existing land-use patterns.*
- *Creating walkable communities and encourage multi-modal transportation.*
- *Balancing housing types that support a range of affordability.*
- *Preserving open space, natural beauty, and critical wildlife habitat.*
- *Encouraging economic development.*
- *Providing efficient and cost-effective services.*

Balanced Community: *To begin, the proposal pairs well with a number of New Castle goals and values, central being a commitment to quality of life. With this value in mind, the Applicant proposes to repurpose the underlying mixed-use zoning with a fully residential site plan. Commercial uses, they maintain, will be considered at a more suitable location (**Exhibit A, pg. 10**). Though "all residential" is potentially a better fit for the location, it will be imperative for P&Z and Council to recognize the growing deficit of commercial prospects in New Castle with each deferment of commercially zoned land. The Applicant is prepared to discuss this concern and the possible relocation of commercial on other properties they own.*

Smart Growth: *The project favors Smart Growth (**Goal CG-5**) including sensitivity to aesthetics – employing architectural features already observed in Town –, recreational opportunities – including trails, courts, a playground, and seamless access to VIX park –, and livability – attention given to safety, vehicle circulation, and pedestrian priority (**Goal RT-1**). The Applicant's future commitment to a TBD commercial property along CVB will help right the imbalance of needed goods and services in the immediate vicinity. Staff would encourage improving the sense of place with improved outdoor living areas within each lot including larger, covered patios and/or decks.*

Affordability: *A higher density, multifamily development comprised of two and mostly three bedroom units should advance more affordable housing options compared to other places in Town. Floor plans will range from 1,500sf to 2,500sf and should track current market rates. Seven of the 66 units will be two-bedroom, the rest are three-bedroom designs of various sizes. Staff have been in only initial conversations with the Applicant about possibilities for workforce housing. Guidance from P&Z and Council on the matter will be welcomed.*

Trails/Open Space/Recreation: *The site plan establishes a baseline commitment to pedestrian friendly communities and active open space (**Exhibit A, page 15**). The development will memorialize the connecting trail from the CVB pedestrian culvert to the Dog Park. Detached sidewalks will wrap the entirety of the filing allowing non-vehicular access to nearby locations.*

The Applicant has volunteered to dedicate a new pickleball hub to the northeast of the development. Applicant installed and Town maintained, the pickleball courts will be a perpetual Town-wide amenity. Lastly, a children's play area on the south end of the property will be available to kids and families walking home from school.

Preserves Natural Environment: *New Castle is committed to stewardship of the natural environment and recognizes the potential negative impacts of new development. The Town will work with Colorado Parks and Wildlife (CPW) and the Applicant to identify and protect critical environmental resources (**Goal EN-1**). Though CPW defers comment until the preliminary stage, the surrounding areas of the property have historically been recognized as year-long habitat for various birds and mammals. It will be important to minimize conflicts by, for instance, prohibiting dogs off-leash, minimizing light trespass, preserving native habitat, and limiting use of fences. In some cases, added landscape buffers in certain locations may offset these impacts with enhanced vegetation and/or landscape features.*

*New Castle also endorses sustainable building that minimizes the consumption of fossil fuels and maximizes use of renewables (**Goal EN-7**). All buildings will comply with the recently adopted Colorado Electrical and Solar Ready codes. It will be important for the Applicant to discuss how sustainable building measures are featured in the proposal as the application progresses. Net-zero/all-electric alternatives are achievable options manifested in new developments throughout the Valley. No less should be expected of this proposal.*

*Raw water is being considered as the means to irrigate landscaping (**Exhibit A, pg. 13-14**). Raw water is non-potable water which bypasses the town's treatment facility thereby eliminating the processing step. The Applicant also receives a 25% reduction in water tap fees as a result of implementation. Opting for raw water is ultimately an economic and sustainability win for all involved.*

2) Does the proposal demonstrate compatibility with the proposed zoning, density, and general development plan to neighboring land uses and applicable town code provisions?

***Land Use:** The Applicant has elected to develop under the CVR **MF-2** zoning criteria. According to MC 17.104.080, MF-2 is a "multifamily district allowing higher density including apartments." The following land uses are permitted by right:*

- *Attached dwelling units with rear yards;*
- *Patio homes;*
- *Attached dwelling units in structures containing more than two units*
- *Parking;*
- *Playgrounds;*
- *Trails;*
- *Open space;*

The MF-2 also permits the following density and area standards:

- *Minimum lot area of 2,200sf;*
- *Minimum lot area per dwelling unit 1,600sf;*
- *Maximum building height of 40'*
- *Minimum front yard setback 18';*
- *Minimum side yard setback of 0';*
- *Minimum rear yard setback of 10'*
- *Minimum distance between buildings of 10';*
- *Off street parking: 2/unit for duplex, triplex, or four-plex; 1.5/unit for five or more units/building + 1 for recreational vehicles per 5 dwelling units;*

*The proposal adopts strictly permitted uses, with structures complying with density and separation. Compliance with building height limits is still indeterminant based on the provided elevations (**Exhibit A, pg. 27-28**). However, the Applicant expects to fully comply with the required 40' height limits as defined for CVR. Setbacks will be finalized at the preliminary application. These provisions aside, the Planning Commission should prioritize ways of mitigating the potential visual impacts of building massing to the surrounding neighborhoods. Massing alternatives, structure orientation, landscape screening, and roof articulation, for example, are ways visual impacts can be attenuated. Some of these elements have been included in the renderings (**Exhibit A, pages 36-38**).*

***Off-Street Parking:** The purpose of off-street parking in the PUD "is to ensure that safe and convenient off-street parking is provided to serve the requirements of all land*

uses in the Castle Valley Ranch PUD and to avoid congestion in the streets" (MC 17.104.100). The following off-street parking standards apply:

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

*Per the standards, required off-street parking totals 125 spaces. The Applicant shows approximately 194 spaces on the site plan (**Exhibit A, 15)**. Regardless of the overage, Staff recommends a minimum of two-car width driveways for single car garages to solve for issues related to garages used as storage rather than vehicle parking. This tendency inevitably results in "tandem" parking which induces residents to park at least one car on the street which further aggravates street congestion and sometimes compromises safety. The Applicant invites P&Z's input as to whether seasonal/RV parking should be included with the proposal. Committing to the full allocation of RV parking would mean a loss of 10 spaces otherwise available for conventional vehicles.*

***On-Street parking:** On-street parking serves to accommodate overflow vehicle parking for guests, deliveries, trash pick-up, and emergency vehicles. To the extent these accommodations are priorities for the Town, they deserve special attention in a project design. ROW cross-sections are illustrated in **Exhibit A, 32-34**. The recently adopted Town standard commits to a 58' ROW cross-section with parallel parking on both sides of the street (**Exhibit A, page 32-33**) and minor collectors reaching 62.5' right-of-way. The Applicant shows adaptations of these standards to better accommodate driveways and traffic flow. **Exhibit A, page, 15** shows parking mainly on the interior radius of the loop road with "bump-outs" for pedestrian safety and improved line-of-site. On-street parking has been omitted on Silverado Trail to facilitate two bike lanes. P&Z should consider whether bike lanes are a reasonable substitution for on-street parking in this area. The central alleyway will be a narrower 12' drive with travel in both directions.*

3) Is there availability of town services from public works, fire, and police?

***Police:** There is little indication that police service would be compromised with the added traffic. However, the Police Department is currently fully staffed with 11 officers. Generally, additional officers are considered for every 1,000 resident increase.*

***Fire:** In response to the current multi-year drought and the ongoing expansion of the wildland-urban interface, Colorado River Fire Rescue now emphasizes the resiliency of structures and improving defensible space (**Goal EN-8**). Recently, such measures were codified with the adoption of the 2021 International Fire and Wildland-Urban Interface Codes. Structures are required to use materials with better ignition resistance than more conventional materials. Limiting the combustion properties of a structure reduces fuel loads thereby inhibiting flame spread and buys time for firefighting during a wildland fire incident. Vegetation or landscaping surrounding new structures will also be scarcer than before with separation from structures and other combustible materials.*

***Public Works:** The CVR Master PUD is approved for 1,400 residential units and 100,000sf of commercial space. These totals were primarily the result of calculations performed on the basis of water dedicated from Elk Creek. At present, the CVR PUD has no commercial space developed. The current sewer treatment plant is sufficiently sized to process the full build-out of both CVR and Lakota.*

Raw Water: Raw water is available at the roundabout on CVB and VIX Park and is expected to irrigate all lots and common areas within the new PUD.

Streets/Snow Storage: Other than the central, interior alleyway, all roads will match the Town standards. Snow storage totals are not currently tabulated, however separated sidewalks coupled with designated storage locations should be adequate to the task. Adequate snow storage is crucial for public safety, cost savings, and quality of life.

Due to the traffic demands for future residential development east of N Wild Horse Dr., Staff is studying the possibility of a committed southbound right-turn lane at the intersection of N Wild Horse and Silverado. The intent here is to reduce the projected traffic congestion at the two-way stop of CVB and N Wild Horse by encouraging vehicles to head immediately west to the CVB roundabout.

*Open Space: The Applicant has made efforts to integrate open space in three locations (**Exhibit A, 12, 15**). The kid's park, the pickleball courts, and the central open space will be available to all residents and will complement other amenities in VIX Park.*

4) Is there adequate vehicle, bicycle, and pedestrian circulation?

Because the main roads will be built to Town requirements, the anticipated detached sidewalks will provide a safer and more enjoyable pedestrian experience. Driveways fronting Silverado Trail have been removed to expedite vehicle travel through the parcel. The higher density and associated disrupted lines-of-sight, it will be important for streets to have high visibility crosswalks, preferably with bump outs, placed in priority locations. The development will also dedicate the connecting trail from the CVB pedestrian culvert to the Dog Park. This path should be modestly landscaped and dimly lit along its route.

5) Is the natural character of the land preserved?

The parcel slopes gradually downhill from east to west dropping 30-40' in 700ft (~4% slope). Such slopes are rarely problematic from a design standpoint and therefore structural steps or terracing of landscaping should be minimal, if necessary at all. Nevertheless, the Applicant should demonstrate material balance of expected cut-and-fill before construction commences. The structural designs appear to preserve and match existing grade features and follow uniformly with the current slope.

To conserve water and limit landscape maintenance such as mowing, staff requests the applicant consider drought resistant vegetation and seeding of native grasses to restore disturbed areas to their original state. Sod with landscape irrigation, likewise, should be used sparingly to limit the need for landscape maintenance.

Staff recommends landscape berms to obscure traffic noise and headlights along CVB and attenuate noise adjacent to the pickleball courts (see Eagle Ridge Ranch development).

IV Staff Recommendations

A. *The applicant shall comply with all recommendations of the Town Engineer, Town Public Works Director, and Town Attorney provided in response to review of the Application.*
B. *Demonstrate how the property will be managed through the HOA or sub-association including a draft of proposed covenants.*
C. *Provide a lighting plan demonstrating that exterior building lighting will be dark-sky compliant per the Comprehensive Plan.*

D. *Identify all permanent snow storage easements on the final plat.*
E. *Specify on the final plat any open space maintained by the HOA and open space maintained by the Town, if applicable.*
F. *Request approval of street names through Garfield County Communications to avoid any duplication of names in the county dispatch area.*
G. *Consider landscape berms to mitigate traffic & pickleball noise as well as light trespass along CVB.*
H. *Party walls shall be designed with a shaft-liner system consistent with UL- U415 (or similar) and approved by the Building Official.*
I. *Any trash dumpsters shall be located within an approved trash enclosure that extends six feet high and includes a bear resistant latching mechanism. Any trash receptacles for units shall be of a bear resistant type and stored inside the garage.*
J. *All site specific development applications subject to the provisions of the International Fire Code or matters requiring fire alarms and/or fire suppression shall be submitted to the Fire Marshal for review and comment.*
K. *Extend raw water infrastructure from existing stub-outs into the new development.*
L. *Provide a water sampling station per the recommendations of the Town Engineer and Public Works Director.*
M. *The Town agrees to facilitate cost recovery for the construction of N Wild Horse Dr in accordance with the provisions of the Cost Recovery Agreement approved by Resolution TC 2025-7 (Exhibit B) as defined in the subdivision improvements agreement (Exhibit M) of Ordinance TC 2025-1 otherwise known as Castle Valley Ranch Filing 13 "9 N Wild Horse".*
N. *Prior to the recordation of the plat, the Applicant shall enter into a subdivision improvements agreement with the Town.*
O. *The sale of individual lots or units within the development may not occur until a plat creating the lot or unit is recorded with Garfield County.*
P. *The Applicant shall reimburse the Town for any and all expenses incurred by the Town regarding this application, including, without limitation, all costs incurred by the Town's outside consultants such as legal and engineering costs.*

V Next Steps

Comments and recommendations made by staff and the planning commission should inform future revisions made to the application prior to Council review.

After Council sketch review, but prior to the preliminary plan application, the applicant shall conduct a ***community open house meeting*** *with the public. The Applicant shall notify the town of the date of the community open house and notice the community open house according to the Town's public hearing notice procedures set forth in Section 16.08.040, except that notice to mineral owners is not required.*

The sketch plan review conducted pursuant to this Section 17.100.040 will remain in effect for one (1) year from the date of Council's review. If the applicant does not submit a preliminary PUD plan application within said year, the applicant may be required to submit a new sketch plan application before filing a preliminary plan application. Similarly, if applicant's preliminary PUD plan application includes substantial and material (e.g., proposes new uses, higher density development, new or additional variances, etc.) changes from the original sketch plan, the Town Administrator may require the applicant to conduct a new sketch plan review.

VI Sketch Plan Exhibits:

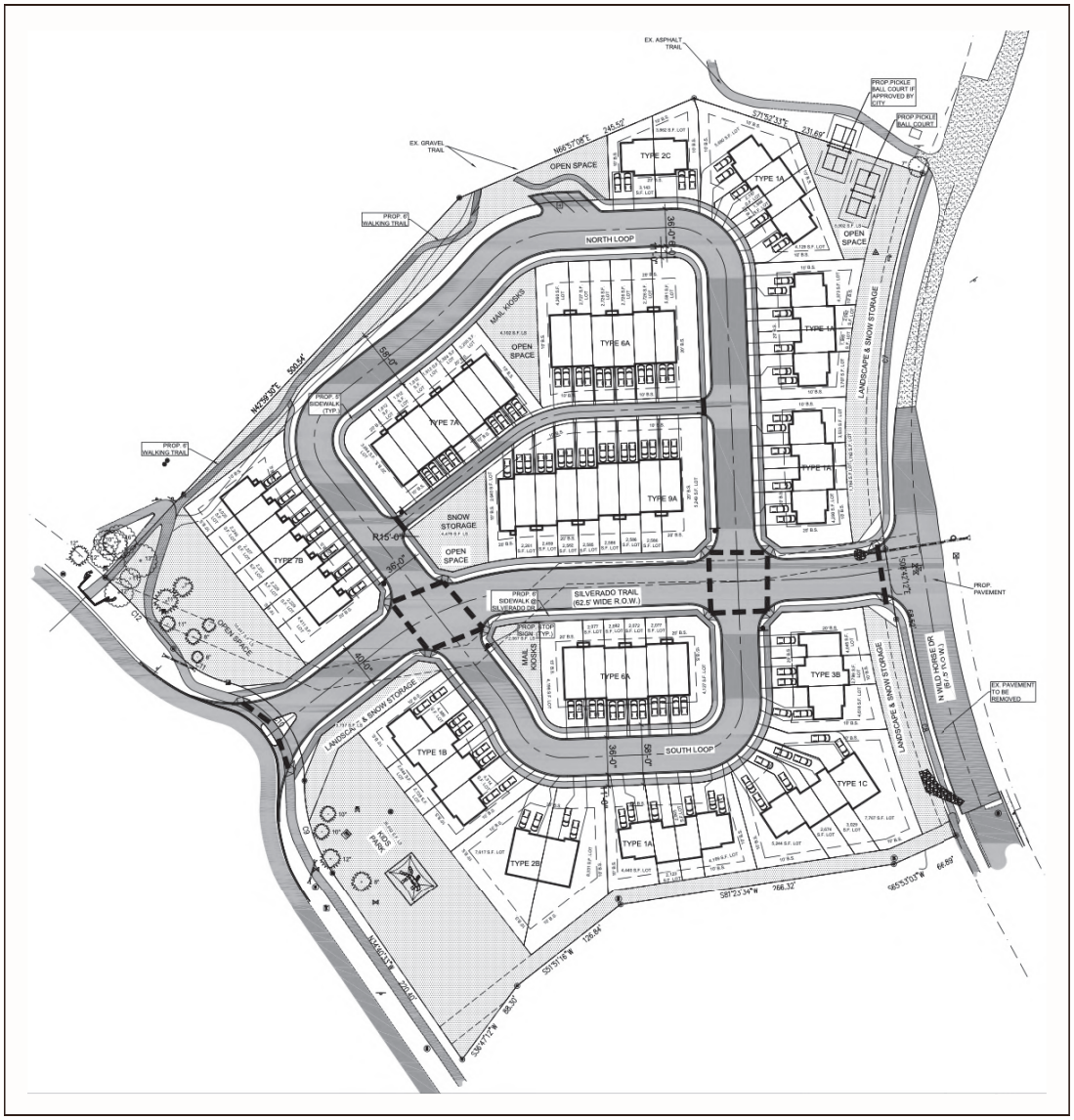
A. *Applicant Sketch Plan Submittal – April 4th, 2025*
B. *Land Development Application – March 7th, 2025*
C. *Comments from Fire Marshal – March 27th, 2025*
D. *Comments from Town Engineer – April 3rd, 2025*

SITE DATA SUMMARY TABLE

SITE ACREAGE	10.317 ACRES	
ZONING	MF-2	
PROPOSED USE	TOWNHOMES	
RESIDENTIAL/LOT AREA	216,910 S.F.	(48.2%)
OPEN SPACE/LANDSCAPE AREA	86,865 S.F.	(19.3%)
PAVEMENT AREA	88,438 S.F.	(19.6%)
TOTAL UNITS	66	
PARKING REQUIRED OFF STREET	121.5	
PARKING PROVIDED OFF STREET	205	
PARKING PROVIDED ON STREET	4	

PARKING SUMMARY TABLE

BUILDING TYPE	PARKING REQ'D PER UNIT	SEASONAL REQUIRED (1/5 DWELLINGS)	NO. OF UNITS	REQUIRED PARKING
TYPE 1A	2.0	0	16	32
TYPE 1B	2.0	0	4	8
TYPE 1C	2.0	0	4	8
TYPE 2B	2.0	0	2	4
TYPE 2C	2.0	0	2	4
TYPE 3B	2.0	0	3	6
TYPE 6A	1.5	2.4	12	20.4
TYPE 7A	1.5	1.4	7	11.9
TYPE 7B	1.5	1.4	7	11.9
TYPE 9A	1.5	1.8	9	15.3
TOTALS			66	121.5



Site **Plan**

THE CONCEPT

BUILDING TYPE	NUM. OF UNITS	NUM. OF BLDG. TYPES	BEDROOMS PER BUILD.	FULL BATHS PER BUILD.	HALF BATHS PER BUILD.	CAR GARAGE PER BUILD.	CONDITIONED SQUARE FOOTAGE	TOTAL CONDITIONED SQUARE FOOTAGE
TYPE 1A	4	4	12 (48)	8 (32)	4 (16)	4 (16)	5,286 SF	21,144 SF
TYPE 1B	4	1	10	8	4	6	6,622 SF	6,622 SF
TYPE 1C	4	1	12	8	4	4	5,513 SF	5,513 SF
TYPE 2B	2	1	6	4	2	2	3,174 SF	3,174 SF
TYPE 2C	2	1	4	4	2	2	2,720 SF	2,720 SF
TYPE 3B	3	1	7	6	3	4	4,594 SF	4,594 SF
TYPE 6A	6	2	18 (36)	12 (24)	6 (12)	12 (24)	9,258 SF	18,516 SF
TYPE 7A	7	1	21	14	7	14	10,801 SF	10,801 SF
TYPE 7B	7	1	21	14	7	7	8,981 SF	8,981 SF
TYPE 9A	9	1	26	18	9	17	13,508 SF	13,508 SF
TOTALS	66	14	191	132	66	96	---	95,573 SF

Aerial **Site View**

OUR VISION

06 ELEVATION TYPE 3B

SCALE: 3/16" = 1'-0"

05 ELEVATION TYPE 2C

SCALE: 3/16" = 1'-0"

04 ELEVATION TYPE 2B

SCALE: 3/16" = 1'-0"

03 ELEVATION TYPE 1C

SCALE: 3/16" = 1'-0"

02 ELEVATION TYPE 1B

SCALE: 3/16" = 1'-0"

01 ELEVATION TYPE 1A

SCALE: 3/16" = 1'-0"

MEMO

RE: Castle Valley Ranch PZ 12, Filing 14 Sketch Plan Application

April 8, 2024

To Town of New Castle Planning Commissioners and Maarjan Hashami (applicant),

First, I would like to extend a sincere thanks to the developer, TC Midwest, LLC, for considering the commission's comments and community concerns from the previous sketch plan. I find the proposed sketch plan more compatible with the comprehensive plan and contextually appropriate with the surrounding neighborhood areas. I look forward to your continued involvement in the future of New Castle.

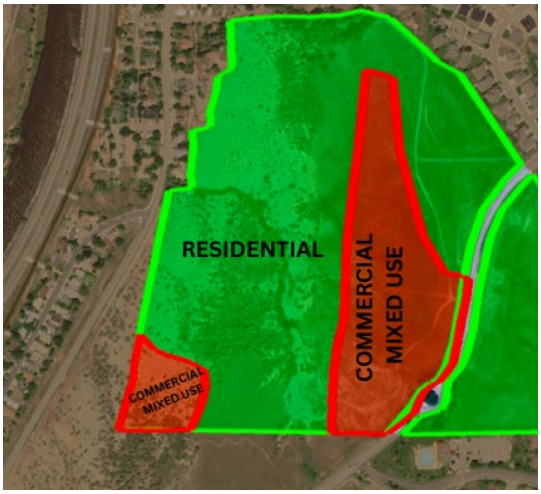
I apologize that I cannot attend this evening due to family obligations. I wanted to share my thoughts and reflections on the application so that you might consider this feedback as you move forward to a preliminary application in the future. I recognize some of these comments may be addressed in future applications or projects, but may have some relative pertinence as this application moves forward. I also recognize the presentation from the developer may answer or address these comments, as I am only responding to the materials in the packet and staff memo.

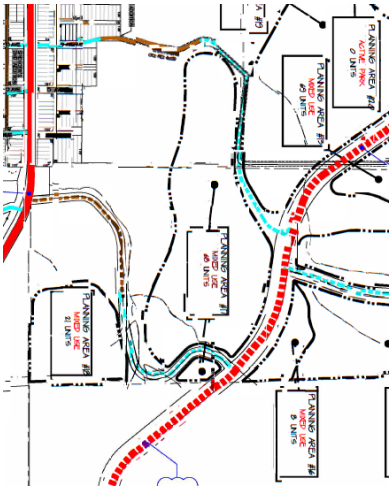
Please find below my thoughts on various aspects of the application, for your consideration.

Commercial.

- As noted in the staff memo, I recognize the importance of commercial/retail to sustain New Castle residents and support a balanced budget for the Town. The proposed located for future commercial development is a better alternative to the previous application. This location is more centralized to both CVR and Lakota residents and may offer more retail viability- and ultimately success for both the developer and our residents. This location may also allow for synergies with proposed Lakota development at Castle Valley Blvd. and Faas Ranch Road.
- I am curious about the developer's future street alignment in this area, with the commercial extending back from Castle Valley Blvd. and the corner of mixed use to the southeast. Access off the Lakota Roundabout seems to make sense and serve as a good use of this existing infrastructure. The master street plan shows

connections through this area roughly in alignment with the red indicated in the application.





- I look forward to learning more about this in the future proposals.

Housing.

- **Affordability**. It seems there would be an opportunity for at least 2-4 deed restricted units here. 6 units would equate to roughly 10%, which is on par with what you might see in other communities in the Roaring Fork Valley. Other proposals have offered creative solutions, such as partnership with Habitat for Humanity, and I am open to alternatives for how the developer may want to address this community need.
- **Unit Mix.** I appreciate the mix of unit sizes on the site. On this parcel, adjacent to the school and park, units designed for families of all sizes a great opportunity and will support our community residents.
- **Density and Site Planning.** This is just a suggestion, but I do think there could be more units to better maximize the site and infrastructure. Most notably, in the center. Alleys are typically a tool to allow for a more dense typology, such as row townhomes. If snow storage could be accommodated in the tree lawns or open spaces, it would allow for at least 8-10 more units in the area north of Pyramid Dr. On the south of Pyramid, the developer could explore options to maximize land and infrastructure (the 4 units are currently double loaded). With some slight shifts, the area could possibly accommodate townhomes rather than a four-plex to better utilize the space and increase the # of units. This is just a suggestion, but to maximize the total units to better match the high cost of infrastructure and cost of maintenance of the roads is a benefit to both the town and the developer.

Circulation.

- **Pyramid Drive.** Thank you for accommodating this as a through-street. This is a great addition to the project and circulation in the area. Once again, just a suggestion, but an alley loaded product typically lends to an enhanced public realm on the street side, there could be an opportunity to think of this as a 'promenade' or 'green boulevard' type street. (see comments above). This may be as simple as a wider tree lawn and wider sidewalk.
- **Alleys**. The alleys as designed in this area are quite awkward, as it creates double loaded streets and increases the cost of infrastructure and maintenance. It is also VERY unusual to have driveways off an alley. Possibly the alley could create a 'T', or simply a U (removing the connection onto Pyramid) intersection, which could result in additional units (as indicated above).
- **Safe Circulation.** Pyramid would benefit from traffic calming such as bump outs and crosswalks. (See comments on enhanced public realm/active streets)

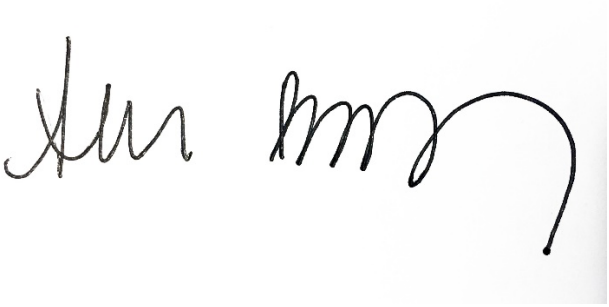
Open Space.

- **Pickleball.** Thank you for including the pickleball courts, I am open to see what the community would like to have as a recreational amenity, and appreciate the consideration.

- **Playground.** The play area adjacent to the primary roadway may not be the safest play area for kids. Dancing Bear has significant berming to ensure the safety to the play area. Future submittals should explore such strategies to ensure safe play in this location. As an alternative, locating the play area to the north closer to the dog park, or swapping the play area and pickleball (which will be fenced) could be explored.

Thank you for your consideration on these items. I look forward to reviewing additional comments from my fellow commissioners and to seeing these ideas move forward in future applications.

Thank you,



Alison Cotey, PLA, AICP