

**TOWN OF NEW CASTLE, COLORADO  
RESOLUTION NO. TC 2013-15**

A RESOLUTION OF THE NEW CASTLE TOWN COUNCIL APPROVING  
AN EXTENSION OF VESTED RIGHTS FOR CASTLE VALLEY RANCH.

WHEREAS, CVR Investors, Inc., CTS Investments, LLC, and the Williams Family Investment Company RLLP (collectively the “Applicant”) have submitted a land use application pursuant to Municipal Code section 16.36.081 seeking an extension of the vested rights for the Castle Valley Ranch Planned Unit Development; and

WHEREAS, the Second Amended Annexation Agreement entered into between the Town, the Applicant, and the Applicant’s predecessors in interest provided for a thirty (30) year period of vested rights running from July 11, 1983 through July 11, 2013; and

WHEREAS, the Applicants are seeking to amend the Second Amended Annexation Agreement to extend the period of vesting an additional thirty (30) years through July 11, 2043; and

WHEREAS, the Town held a noticed public meeting on June 18, 2013 to consider the Applicant’s request; and

WHEREAS, after taking testimony from the Applicant, Staff, and members of the public, the Town Council wishes to extend the period of vesting for Castle Valley Ranch subject to the conditions below; and

WHEREAS, pursuant to section 16.36.081 the Town Council expressly finds as follows:

1. Circumstances beyond the control of the applicant have changed such that the original period of vesting set forth in the site specific development plan and agreement is no longer sufficient to address the proposed phasing and development of the project in its original approved form.
2. The applicant is in substantial compliance with the terms of the original site specific development plan approval and agreement, including the payment of fees, the municipal code generally, and the provisions of Chapter 16.36.

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

1. Recitals. The foregoing recitals are incorporated by reference as findings and determinations of the Town Council. Notwithstanding the finding of substantial compliance based upon facts known to Council as of the date of this Resolution, nothing herein shall be deemed a waiver of the Town’s right to declare a default of any existing agreement if it is later determined that sufficient grounds exist.

2. Extension of Vested Rights. The period of vested rights found in section 12(c) of the Second Amended Annexation Agreement is hereby extended a period of \_\_\_\_\_ (\_\_\_\_) years through July 11, 20\_\_\_\_.

3. Conditions of Approval. The extension of the period of vesting is subject to the following express conditions:

- a.
- b.
- c.

4. Agreement. The Applicant and Staff will submit to the Mayor a Third Amended Annexation Agreement reflecting the above changes and conditions. The Mayor is authorized to execute the same. The Third Amended Annexation Agreement will be recorded in the real property records of Garfield County, Colorado.

5. Effective Date. This Resolution shall be effective immediately upon passage.

THIS RESOLUTION was adopted by the New Castle Town Council by a vote of \_\_\_\_\_ to \_\_\_\_\_ on the 18<sup>th</sup> day of June, 2013.

NEW CASTLE TOWN COUNCIL

\_\_\_\_\_  
Frank Breslin, Mayor

ATTEST:

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

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



**RECEIVED**

JUN 04 2013

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

**Town of New Castle, CO**

**DEVELOPMENT APPLICATION**

Applicant: CTS Investments, LLC; CVR Investors, Inc.; and Williams Family Investment Co., RLLP	
Address: Please see attached Contact Information Sheet	Phone: FAX: E-mail:
Property Owner: Please see attached Contact Information Sheet	
Address: Please see attached Contact Information Sheet	Phone: FAX: E-mail:
Contact Person: Steve Craven, CTS Investments, LLC	
Address: 441 Arapahoe Ave. Boulder, CO 80302	Phone: 720-626-2410 FAX: E-mail: nowintomeseem@me.com
Property Location/Address: Castle Valley Ranch (all)	
Legal Description: See Second Amended Castle Valley Ranch Annexation Agreement and Site Specific Development Plan Agreement ("the Agreement")	Acres: 653.63
Existing Zone ( <u>Not sure? Click here for help</u> ): See the Agreement on file with the Town of New Castle	
Existing Land Use: See the Agreement on file with the Town of New Castle	

**TYPE(S) OF LAND USE(S) REQUESTED**

- |  |  |
|--|--|
| <input type="checkbox"/> Pre-Annexation Agreement  | <input type="checkbox"/> Lot Line Adjustment or Dissolution                    |
| <input type="checkbox"/> Annexation  | <input type="checkbox"/> Site Specific Development Plan/Vested Rights          |
| <input type="checkbox"/> Subdivision (including Minor and Major Subdivisions, Lot Splits, Sketch Plans, Subdivision Preliminary Plans, Subdivision Final Plans, & Condominiumizations) | <input type="checkbox"/> Variance  |
| <input type="checkbox"/> Amended Plat  | <input type="checkbox"/> Zoning  |
| <input type="checkbox"/> Planned Unit Development (including PUD Sketch Plans, Preliminary PUD Development Plans, PUD Master Plans and Final PUD Development Plans)                    | <input type="checkbox"/> Zoning Amendment                                      |
| <input type="checkbox"/> Floodplain Development Permit   | <input type="checkbox"/> Re-zoning   |
|  | <input type="checkbox"/> R-1-HC Identification                                 |
|  | <input type="checkbox"/> Conditional Use Permit or Special Review Use Permit   |
|  | <input checked="" type="checkbox"/> Other *Extension of Vested Property Rights |

This development would create See the Agreement on file with the Town of New Castle residences and \_\_\_\_\_ square feet of commercial space.

Applicant must also complete and submit the appropriate checklist for the type of land use requested. Both the applicant and the property owner must sign this application.

Applicants are encouraged to schedule a pre-application meeting with the Town Administrator and/or Town Consultants prior to submitting this application.

CONTACT INFORMATION SHEET

Steve Craven  
CTS Investments, LLC  
441 Arapahoe Ave.  
Boulder, CO 80302  
Phone: 720-626-2410  
Fax: please contact via email  
Email: ctsinvestments.cvr@gmail.com

J. Aaron Atkinson  
CVR Investors, Inc.  
1038 Country Club Estates Dr.  
Castle Rock, CO 80108  
Phone: 303-549-1916  
Fax: 303-479-2217  
Email: jaa.suwanneeheights@gmail.com

Eric Williams  
Williams Family Investment Company, RLLP  
0981 County Road 245  
Newcastle, CO 81647  
Phone: 970-930-3717  
Fax: please contact by email  
Email: ecw5226@comcast.net

**AGREEMENT TO PAY CONSULTING FEES AND EXPENSES**

The applicants, CVR Investors, Inc., CTS Investments, LLC, and Williams Family Investment Company, RLLP have submitted an application to extend vested rights for Castle Valley Ranch. This Agreement To Pay Consulting Fees applies only to this application. It is understood that the estimated consulting fees for this application are one-thousand (\$1,000) dollars. In the event that complex issues arise and the fees rise above one-thousand (\$1,000) dollars the applicant will be notified as soon as reasonably possible by Town staff. Once notified, applicants can decide to proceed or withdraw said application. It is the policy of the Town of New Castle that all land use applications must be filed in the Office of the Town Clerk to receive formal consideration. Please refer to the Town Clerk's Office for all applicable procedures.

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

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

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

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

SO AGREED this 31<sup>ST</sup> day of MAY, 2013.

J. AARON ATKINSON  
Applicant (Print Name)

[Signature]  
Signature of Applicant

303-549-1916  
Telephone

1038 COUNTRY CLUB ESTATES DR, CASTLE ROCK, CO  
Mailing Address of Applicant 80107

CVR INVESTORS, INC.  
Property Owner

\_\_\_\_\_  
Mailing Address if different from above

[Signature]  
Signature of Property Owner  
SAME

\_\_\_\_\_  
Relationship to Applicant or Potential Applicant

Type of application: EXTENSION OF VESTED PROPERTY RIGHTS  
Property description: SEE SECOND AMENDED CVR ANNEXATION AGREEMENT  
V SITE-SPECIFIC DEVELOPMENT PLAN AGREEMENT

**AGREEMENT TO PAY CONSULTING FEES AND EXPENSES**

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SO AGREED this 31<sup>st</sup> day of MAY, 2013.

Steven Craven  
Applicant (Print Name)

Steven E Craven  
Signature of Applicant

720-626-2410  
Telephone

441 Arapahoe Ave, Boulder, CO 80302  
Mailing Address of Applicant

CTS Investments, LLC  
Property Owner

SAMS  
Mailing Address if different from above

Steven E Craven  
Signature of Property Owner

Member/Manager  
Relationship to Applicant or Potential Applicant

Type of application: Extension of Vested Property Rights  
Property description: see Second Amended CVR Annexation Agreement & Site specific Development Plan Agreement

**AGREEMENT TO PAY CONSULTING FEES AND EXPENSES**

The applicants, CVR Investors, Inc., CTS Investments, LLC, and Williams Family Investment Company, RLLP have submitted an application to extend vested rights for Castle Valley Ranch. This **Agreement To Pay Consulting Fees** applies only to this application. It is understood that the estimated consulting fees for this application are one-thousand (\$1,000) dollars. In the event that complex issues arise and the fees rise above one-thousand (\$1,000) dollars the applicant will be notified as soon as reasonably possible by Town staff. Once notified, applicants can decide to proceed or withdraw said application. It is the policy of the Town of New Castle that all land use applications must be filed in the Office of the Town Clerk to receive formal consideration. Please refer to the Town Clerk's Office for all applicable procedures.

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

SO AGREED this 2 day of June, 2013.

Williams Family Investment RLLP  
Applicant (Print Name)

[Signature]  
Signature of Applicant

970-930-3717  
Telephone

0981 County Rd 245, New Castle, 1081647  
Mailing Address of Applicant

Williams Family Investment RLLP  
Property Owner

\_\_\_\_\_  
Mailing Address if different from above

[Signature]  
Signature of Property Owner

General Partner  
Relationship to Applicant or Potential Applicant

Type of application: Extension of Vested Property Rights  
Property description: Castle Valley Ranch 2nd Amended Annexation Agreement

**CASTLE VALLEY RANCH  
REQUEST FOR EXTENSION OF  
VESTED PROPERTY RIGHTS**

The applicants, **CVR INVESTORS, INC., CTS INVESTMENTS, LLC, and WILLIAMS FAMILY INVESTMENT COMPANY, RLLP** (collectively “the Applicants”) hereby submit this Memorandum to the Town of New Castle:

**1. Expiration of Existing Vested Property Rights.**

On July 11, 2013, the existing 30-year vested property rights associated with the **SECOND AMENDED CASTLE VALLEY RANCH ANNEXATION AGREEMENT AND SITE SPECIFIC DEVELOPMENT PLAN AGREEMENT** (together the Agreement) expire. See pages 13 and 14 of the Agreement.

**2. Applicants Request Meets the Criteria Set Forth in the Town of New Castle Ordinance 2012-3**

Circumstances beyond the control of the applicants have changed such that the original period of vesting set forth in the Agreement is no longer sufficient to address the proposed phasing or development of the project in its original approved form. Despite best efforts of the developers of Castle Valley Ranch, the cyclical economic conditions that affect both the viability of development and the absorption rate of the product offered have been such that the residential component of Castle Valley Ranch is currently only 57% built out. During the past 30 years, there have been large periods of time during which development has not been feasible due to unforeseeable economic and market conditions beyond the control of Applicants. We are currently in such a time. At the time that the original agreement was made both the developer and the Town anticipated the completion of the project by this time. This is obviously not the reality.

Applicants’ are otherwise in substantial compliance with the terms of the Agreement, including any provision for payment of fees, compliance with the municipal code generally, and specifically the provisions of the chapter associated with Ordinance 2012-3.

**3. Extension of an Agreed Upon Long-Term Solution**

The Town has faced the issue of providing for a long-term solution to development before with respect to Castle Valley Ranch. When the Town and the developer approved the Agreement, it was clearly their mutual intent, as thoroughly discussed in public hearings, to put in place a well thought out and flexible process that would not require renegotiation at a later time. The Agreement has worked well for many years. In order to continue to fulfill that mutual intent, and based on the proven functionality of the existing Agreement, an extension of the vested property rights for Castle Valley Ranch should be approved for a period deemed sufficient for the complete build out of the remainder of the project.

**4. Historic Absorption Rate within Castle Valley Ranch and the Economic Downturn as Indicators of Future Build Out.**

- a) The residential component of Castle Valley Ranch is 57% built out after 30 years (793 homes with certificates of occupancy). Commercial development has not been viable to date.
- b) Area homes are selling at prices equal to approximately 60% of what they were before the market collapsed. At these current levels, it is unlikely that a builder can recover construction costs and associated fees, let alone afford the cost of the underlying lot.
- c) Finished lots are selling at prices equal to about 20% of what they were before the market collapse. At these levels, only a small fraction of the improvement costs of a lot can be recovered with no compensation for the underlying land. Thus, developing new lots is not financially feasible in the current economic climate.
- d) Building/Construction Cost: Building and construction costs have substantially increased during the market collapse and are projected to continue to rise (see Engineering News-Record reports attached) further stunting the viability of development.
- e) There are no known economic drivers entering the marketplace that will dramatically change the current housing situation.
- f) The market has been very cyclical in the past and it is impossible to predict when the market will reach a point where further development is economically viable.
- g) Real estate lending has undergone a dramatic change, and current lending practices are not conducive to fueling either a recovery in the housing market or favorable development funding.

In summary, it has taken 30 years to occupy 57% of the approved residential units within Castle Valley Ranch and no commercial development has been viable to date. Building costs continue to rise while the value of a finished home has nearly been cut in half. This has made land development financially prohibitive for the past 5+ years, and it remains that way with no indications it will change dramatically in the near future. Lending practices have moved from extremely liberal to extremely conservative, and are not likely to change in a way that will fuel a housing or development recovery. Homes will have to recover before creating new lots will be viable. There are no known events foreseen for the marketplace that will cause a near term recovery of values to a level that will make land development feasible.

**5. Vested Property Rights as a Crucial Factor in Obtaining Development Financing.**

Past, current, and future lending practices are such that no lender is going to make a substantial development loan with only short-term vested rights in place. All of the remaining undeveloped land owned by a landowner historically has been, and almost certainly will be in the future, required as collateral for any needed development financing. The value of that collateral diminishes substantially if the vested property rights are not adequate for the future development of all that property.

**6. Being Ready when Development is Feasible.**

If the Town and the Applicants want to take the greatest advantage of a viable, financially feasible real estate market, they need to be ready to proceed with development as soon as it is justified by market conditions. A substantial portion of that opportunity can be lost if it takes a year or two, or potentially even longer, to extend approvals in order to begin development. It follows then that if the Town and the Applicants want to maximize the benefits of a future viable marketplace, development must begin as quickly as possible after it becomes economically viable. Accordingly, the necessary vested property rights need to be in place in anticipation of the market becoming viable for development in the future.

**7. Requested Extension of Vested Property Rights for Castle Valley Ranch**

In Conclusion:

- a) It has taken 30 years to occupy just over half of the approved residential units at Castle Valley Ranch and no commercial development has been viable.
- b) Development at Castle Valley Ranch is currently not financially feasible and will likely not be for an unknown amount of time into the future.
- c) Based upon historic and current lending practices, it is a near certainty that any lender providing future development funding for Castle Valley Ranch will require all the land owned by the borrower as collateral. Lenders, as a general rule, require vested development rights to be in place for a period sufficient for the complete development of all the collateralized property.
- d) There is an Agreement in place that has been deeply scrutinized and consciously developed by and between the landowner of Castle Valley Ranch and the Town of New Castle to withstand the test of time. This Agreement has functioned well and proven that indeed it can withstand the test of time as desired.

- e) It is in the best interest of both the Town and the Applicants to be prepared to proceed with development as soon as it is justified by market conditions. No one can predict when that will be, what future cycles of the market will be, or when the project will be complete. Although we are hopeful that the economy will strengthen sooner rather than later, what we do know is that, due to market conditions beyond Applicants' control, it has taken 30 years to get this far, and in turn, that it could take another 30 years to complete the anticipated development at Castle Valley Ranch.

Accordingly, the Applicants are requesting an extension of the existing Vested Property Rights for Castle Valley Ranch for an additional 30 years.

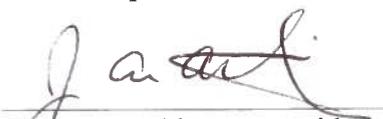
Sincerely,

CTS INVESTMENTS, LLC  
a Colorado limited liability company  
By: CTS Services, LLC, its Manager

By:   
Steven E. Craven, Manager

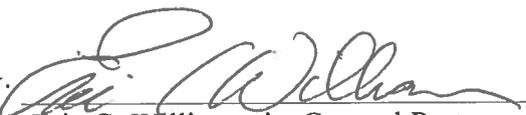
Date: 5/8/13

CVR INVESTORS, INC.  
a Colorado corporation

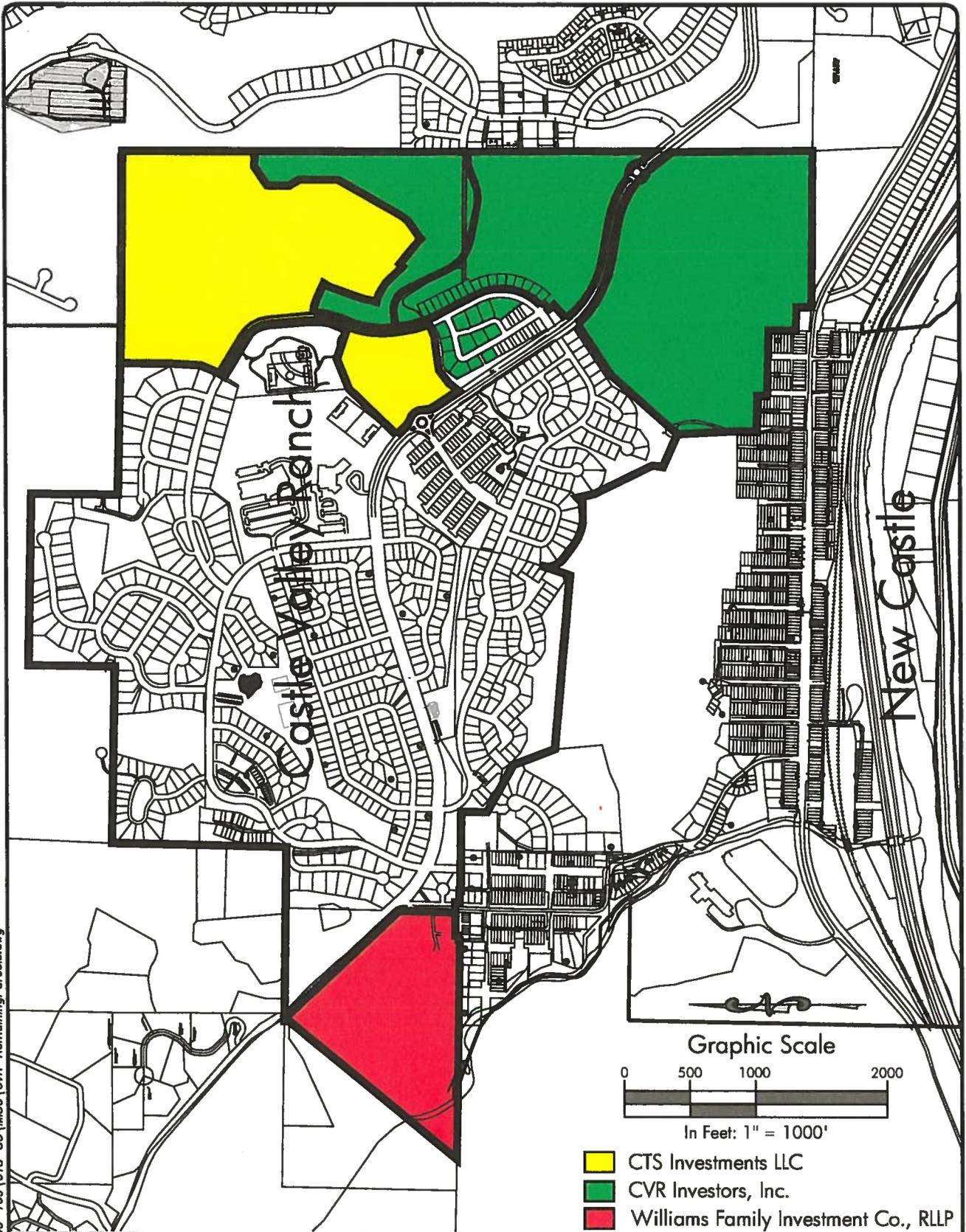
BY:   
J. Aaron Atkinson, President

Date: 5/8/13

WILLIAMS FAMILY INVESTMENT COMPANY, RLLP  
a Colorado Registered Limited Liability Partnership

BY:   
Eric C. Williams, its General Partner

Date: 5/15/13



I:\2000\2000-109-1018-SC\MISC\CVR-RemainingParcels.dwg

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

Castle Valley Ranch  
 New Castle, Colorado

Job No.	2000-109.018
Drawn by:	RM
Date:	4/24/13
QC:	PE:
File:	CVR-RemainingParcels

Ownership Map

Sht. 1  
 of 1

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**Building Cost Index History - As of March 2013** [View all Historical Indices](#)

Text size **A**

HOW ENR BUILDS THE INDEX: 68.38 hours of skilled labor at the 20-city average of bricklayers, carpenters and structural ironworkers rates, plus 25 cwt of standard structural steel shapes at the mill price prior to 1996 and the fabricated 20-city price from 1996, plus 1,128 tons of portland cement at the 20-city price, plus 1,088 board ft of 2 x 4 lumber at the 20-city price.

ENR'S BUILDING COST INDEX HISTORY (1915-2013)													
YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG.
2013	5226	5246	5249										
2012	5120	5122	5144	5150	5167	5170	5184	5204	5195	5204	5213	5210	5174
2011	4969	5007	5010	5028	5035	5059	5074	5091	5098	5104	5113	5115	5058
2010	4800	4812	4811	4817	4858	4888	4910	4905	4910	4947	4968	4970	4883
2009	4782	4765	4767	4761	4773	4771	4762	4768	4764	4762	4757	4795	4769
2008	4557	4556	4571	4574	4599	4640	4723	4733	4827	4867	4847	4797	4691
2007	4432	4432	4411	4416	4475	4471	4493	4512	4533	4535	4558	4556	4485
2006	4335	4337	4330	4335	4331	4340	4356	4359	4375	4431	4462	4441	4369
2005	4112	4116	4127	4168	4189	4195	4197	4210	4242	4265	4312	4329	4205
2004	3767	3802	3859	3908	3956	3996	4013	4027	4102	4129	4128	4123	3984
2003	3648	3655	3649	3652	3660	3677	3683	3712	3717	3745	3765	3757	3693
2002	3581	3581	3597	3583	3612	3624	3652	3648	3655	3651	3654	3640	3623
2001	3545	3536	3541	3541	3547	3572	3625	3605	3597	3602	3596	3577	3574
2000	3503	3523	3536	3534	3558	3553	3545	3546	3539	3547	3541	3548	3539
1999	3425	3417	3411	3421	3422	3433	3460	3474	3504	3505	3498	3497	3456
1998	3363	3372	3368	3375	3374	3379	3382	3391	3414	3423	3424	3419	3391
1997	3332	3333	3323	3364	3377	3396	3392	3385	3378	3372	3350	3370	3364
1996	3127	3131	3135	3148	3161	3178	3190	3223	3246	3284	3304	3311	3203
1995	3112	3111	3103	3100	3096	3095	3114	3121	3109	3117	3131	3128	3112
1994	3071	3106	3116	3127	3125	3115	3107	3109	3116	3116	3109	3110	3111
1993	2886	2886	2915	2976	3071	3066	3038	3014	3009	3016	3029	3046	2996
1992	2784	2775	2799	2809	2828	2838	2845	2854	2857	2867	2873	2875	2834
1991	2720	2716	2715	2709	2723	2733	2757	2792	2785	2786	2791	2784	2751
1990	2664	2668	2673	2676	2691	2715	2716	2716	2730	2728	2730	2720	2702

SOURCE FOR THE DATA HERE

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Video

ANNUAL AVERAGE							
YEAR	AVG	YEAR	AVG	YEAR	AVG	YEAR	AVG
1989	2634	1988	2598	1987	2541	1986	2483
1985	2428	1984	2417	1983	2384	1982	2234
1981	2097	1980	1941	1979	1919	1978	1654
1977	1545	1976	1425	1975	1306	1974	1205
1973	1138	1972	1048	1971	948	1970	836
1969	790	1968	721	1967	676	1966	650
1965	627	1964	612	1963	594	1962	580
1961	568	1960	559	1959	548	1958	525
1957	509	1956	491	1955	469	1954	446
1953	431	1952	416	1951	401	1950	375
1949	352	1948	341	1947	313	1946	262
1945	239	1944	235	1943	229	1942	222
1941	211	1940	203	1939	197	1938	197
1937	196	1936	172	1935	166	1934	167
1933	148	1932	131	1931	168	1930	185
1929	191	1928	188	1927	186	1926	185
1925	183	1924	186	1923	186	1922	155
1921	166	1920	207	1919	159	1918	159
1917	167	1916	131	1915	95		



**Fibrous Concrete Beam Makeup**

00:00 / 06:30

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By: [tdnewcomb](#)  
3/18/2013 1:19 PM CDT

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By: [jim](#)  
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 **clayton.myhre** wrote:  
Every time I've printed something today screen locks and won't let me move to next index and print. Having to use task manager to shut down IE explorer and come back in. Royal Pain. Subscribed to get cost history for project, and if this is case may ask for money back. Don't have issue on AGC site getting info.  
11/1/2012 11:35 AM CDT  
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 **Bill.Morrison** wrote:  
I just flared off about an hour of my life logging on to your website.  
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## Construction Cost Index History - As of March 2013

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HOW ENR BUILDS THE INDEX: 200 hours of common labor at the 20-city average of common labor rates, plus 25 cwt of standard structural steel shapes at the mill price prior to 1996 and the fabricated 20-city price from 1996, plus 1.128 tons of portland cement at the 20-city price, plus 1,088 board ft of 2 x 4 lumber at the 20-city price.

ENR'S CONSTRUCTION COST INDEX HISTORY (1908-2013)

YEAR	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	AVG.
2013	9437	9453	9456										
2012	9176	9198	9268	9273	9290	9291	9324	9351	9341	9376	9398	9412	9308
2011	8938	8998	9011	9027	9035	9053	9080	9088	9116	9147	9173	9172	9070
2010	8660	8672	8671	8677	8761	8805	8844	8837	8836	8921	8951	8952	8799
2009	8549	8533	8534	8528	8574	8578	8566	8564	8586	8596	8592	8641	8570
2008	8090	8094	8109	8112	8141	8185	8293	8362	8557	8623	8602	8551	8310
2007	7880	7880	7856	7865	7942	7939	7959	8007	8050	8045	8092	8089	7966
2006	7660	7689	7692	7695	7691	7700	7721	7722	7763	7883	7911	7888	7751
2005	7297	7298	7309	7355	7398	7415	7422	7479	7540	7563	7630	7647	7446
2004	6825	6862	6957	7017	7065	7109	7126	7188	7298	7314	7312	7308	7115
2003	6581	6640	6627	6635	6642	6694	6695	6733	6741	6771	6794	6782	6694
2002	6462	6482	6502	6480	6512	6532	6605	6592	6589	6579	6578	6563	6538
2001	6281	6272	6279	6286	6288	6318	6404	6389	6391	6397	6410	6390	6343
2000	6130	6160	6202	6201	6233	6238	6225	6233	6224	6259	6266	6283	6221
1999	6000	5992	5986	6008	6006	6039	6076	6091	6128	6134	6127	6127	6059
1998	5852	5874	5875	5883	5881	5895	5921	5929	5963	5986	5995	5991	5920
1997	5765	5769	5759	5799	5837	5860	5863	5854	5851	5848	5838	5858	5826
1996	5523	5532	5537	5550	5572	5597	5617	5652	5683	5719	5740	5744	5620
1995	5443	5444	5435	5432	5433	5432	5484	5506	5491	5511	5519	5524	5471
1994	5336	5371	5381	5405	5405	5408	5409	5424	5437	5437	5439	5439	5408
1993	5071	5070	5106	5167	5262	5260	5252	5230	5255	5264	5278	5310	5210
1992	4888	4884	4927	4946	4965	4973	4992	5032	5042	5052	5058	5059	4985
1991	4777	4773	4772	4766	4801	4818	4854	4892	4891	4892	4896	4889	4835
1990	4680	4685	4691	4693	4707	4732	4734	4752	4774	4771	4787	4777	4732

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ANNUAL AVERAGE							
YEAR	AVG	YEAR	AVG	YEAR	AVG	YEAR	AVG
1989	4615	1988	4519	1987	4406	1986	4295
1985	4195	1984	4146	1983	4068	1982	3825
1981	3535	1980	3237	1979	3003	1978	2776
1977	2576	1976	2401	1975	2212	1974	2020
1973	1895	1972	1753	1971	1581	1970	1381
1969	1269	1968	1155	1967	1074	1966	1019
1965	971	1964	936	1963	901	1962	872
1961	847	1960	824	1959	797	1958	759
1957	724	1956	692	1955	660	1954	628
1953	600	1952	569	1951	543	1950	510
1949	477	1948	461	1947	413	1946	346
1945	308	1944	299	1943	290	1942	276
1941	258	1940	242	1939	236	1938	236
1937	235	1936	206	1935	196	1934	198
1933	170	1932	157	1931	181	1930	203
1929	207	1928	207	1927	206	1926	208
1925	207	1924	215	1923	214	1922	174
1921	202	1920	251	1919	198	1918	189
1917	181	1916	130	1915	93	1914	89
1913	100	1912	91	1911	93	1910	96
1909	91	1908	97				



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 **There's a Reason Midwest Roads and Bridges Are Languishing**  
By: [john555](#)  
3/21/2013 10:51 AM CDT

 **Across the Southeast, Contracts Move Up to Start 2013**  
By: [scott\\_judy](#)  
3/21/2013 7:52 AM CDT

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 [lazinheira](#) wrote:  
Please confirm the ENR/CCI index for July 1985  
12/13/2012 1:21 PM CST  
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 [shelby\\_walters](#) wrote:  
Just use the index as a simple ratio to go back and forth in time. For example if you did a \$50K project in July 2000, and want to know what that same project would cost today (Oct 2012), just multiply the \$50K by the ratio of the the Oct 2012 index (9376) divided by the July 2000 index (6238)... like so... \$50,000 x

(9376 / 6238) = \$75,152. The percentage increase or decrease of construction cost between any two dates is the same ratio.

10/17/2012 1:29 PM CDT

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danf wrote:

Hello - I've attempted several times to recreate the % change figures (increase or decrease) using monthly CCI and BCI index values (LA area). So far I've not be able to get the same % change results. Perhaps this is not possible for various reasons but it seems the results should be able to be reproduced using the index data given. In case it matters, I'm referencing the CCI index data for an annual report and don't want to get the discussion wrong. Does the % change use the month before to determine the % difference? Any help on this? I searched but didn't find any explanation on the ENR website on the subject. Thanks - in case anyone at ENR wants to reply on the topic in the next few days, the email address is jaimea@smwd.com

3/1/2012 5:11 PM CST

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**City Cost Index - Denver - As of March 2013**

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The building and construction cost indexes for ENR's individual cities use the same components and weighting as those for the 20-city national indexes. The city indexes use local prices for portland cement and 2 X 4 lumber and the national average price for structural steel. The city's BCI uses local union wages, plus fringes, for carpenters, bricklayers and iron workers. The city's CCI uses the same union wages for laborers.

ENR COST INDEXES IN DENVER (1978-2013)

YEAR	MONTH	BCI	%CHG	CCI	%CHG
2013	Mar	4323.75	2.0	6992.25	-0.1
2013	Feb	4324.75	3.5	6993.25	1.5
2013	Jan	4316.50	3.3	6985.00	1.4
2012	Dec	4310.75	3.3	6979.25	1.4
2012	Nov	4322.00	3.6	6990.50	1.6
2012	Oct	4323.00	3.7	6991.50	1.6
2012	Sep	4319.28	3.8	6987.78	1.7
2012	Aug	4329.78	3.9	6998.28	1.7
2012	Jul	4249.73	2.2	7013.28	2.1
2012	Jun	4253.73	2.7	7017.28	2.4
2012	May	4254.23	2.8	7017.78	2.5
2012	May	4254.23	2.8	7017.78	2.5
2012	Apr	4239.48	2.6	7003.03	2.3
2012	Mar	4237.73	2.7	7001.28	2.4
2012	Feb	4177.84	1.3	6889.53	0.8
2012	Feb	4177.84	1.3	6889.53	0.8
2012	Jan	4177.84	2.1	6889.53	7.9
2011	Dec	4174.84	1.7	6886.53	7.7
2011	Nov	4172.10	1.5	6883.80	7.6
2011	Oct	4167.10	1.6	6878.80	7.6
2011	Sep	4160.60	1.6	6872.30	7.8
2011	Aug	4169.45	1.9	6881.14	7.8
2011	Jul	4156.70	1.6	6868.39	7.6

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2011	Jun	4142.47	2.9	6854.16	7.7
2011	May	4136.72	3.2	6848.41	7.9
2011	Apr	4133.34	3.4	6845.03	8
2011	Mar	4126.64	3.3	6838.33	7.9
2011	Feb	4123.64	3.5	6835.33	8
2011	Jan	4091.89	2.9	6383.58	0.7
2010	Dec	4105.46	3.2	6397.15	0.9
2010	Nov	4108.71	4.1	6400.4	9
2010	Oct	4100.21	3.9	6391.9	8.9
2010	Sep	4093.66	3.7	6375.35	8.6
2010	Aug	4093.66	3.5	6805.35	15.8
2010	Jul	4093.16	3.5	6384.85	8.6
2010	Jun	4024.32	1.5	6366.39	8.2
2010	May	4007.57	0.7	6349.64	7.6
2010	Apr	3995.82	1.1	6337.89	7.3
2010	Mar	3993.82	1	6335.89	7.2
2010	Feb	3984.75	0.9	6326.81	7.1
2010	Jan	3975.44	0.3	6341.44	7.1
2009	Dec	3977.19	-0.1	6343.19	6.9
2009	Nov	3948.07	-2.1	5870.56	-2
2009	Oct	3947.82	-2.9	5870.31	-2.5
2009	Sep	3947.13	-3.1	5869.62	-2.6
2009	Aug	3955.6	1.7	5878.09	-0.2
2009	Jul	3954.83	1.8	5877.32	-0.2
2009	Jun	3963.77	3.9	5886.26	1.2
2009	May	3978.21	5.3	5900.7	2.1
2009	Apr	3951.52	5.1	5908.2	2.5
2009	Mar	3953.27	5.2	5909.95	2.6
2009	Feb	3950.77	5.6	5907.45	2.9
2009	Jan	3965.02	5.8	5921.7	3
2008	Dec	3979.06	6.3	5935.74	3.3
2008	Nov	4033.8	7.8	5990.48	4.3
2008	Oct	4065.99	7.9	6022.67	4.4
2008	Sep	4071.24	8.1	6027.92	4.5
2008	Aug	3890.02	3.2	5892.17	2.1
2008	Jul	3886.59	3	5888.74	1.9
2008	Jun	3816.84	1.4	5818.99	0.9
2008	May	3779.42	0.4	5781.57	0.3
2008	Apr	3760.17	0.8	5762.32	0.9
2008	Mar	3757.12	0.8	5759.27	0.9
2008	Feb	3741.12	0.4	5743.27	0.6
2008	Jan	3748.74	0.6	5750.88	0.8
2007	Dec	3744.81	0.3	5746.96	0.6
2007	Nov	3767.3	1.1	5769.45	1.1
2007	Oct	3767.3	1.1	5769.45	1.1
2007	Sep	3766.3	1.6	5768.45	1.4
2007	Aug	3768.56	2.1	5770.7	3.4



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2007	Jul	3775.26	2.3	5777.41	3.5
2007	Jun	3765.5	2.5	5767.64	3.7
2007	May	3764.5	2.8	5766.64	3.9
2007	Apr	3730.18	1.7	5711.79	2.7
2007	Mar	3727.43	1.7	5709.04	2.8
2007	Feb	3724.93	1.5	5706.54	2.6
2007	Jan	3725.43	1.5	5707.04	2.6
2006	Dec	3732.7	2	5714.3	2.9
2006	Nov	3724.9	3.4	5706.51	3.9
2006	Oct	3724.9	3.4	5706.51	3.9
2006	Sep	3707.91	2.7	5689.52	3.4
2006	Aug	3697.42	3.6	5588.24	2.5
2006	Jul	3690.42	2.6	5581.24	1.9
2006	Jun	3672.12	1.9	5562.93	1.4
2006	May	3661.32	1.8	5552.14	1.4
2006	Apr	3669.62	2.2	5560.44	1.6
2006	Mar	3665.29	3	5556.1	2.1
2006	Feb	3670.02	3.1	5560.83	2.2
2006	Jan	3672.02	3	5562.83	2.1
2005	Dec	3660.74	2.6	5551.55	1.9
2005	Nov	3633.49	1.8	5524.3	1.4
2005	Oct	3600.99	1.7	5491.8	1.3
2005	Sep	3611.04	2	5501.86	1.5
2005	Aug	3569.69	2.4	5451.61	0.9
2005	Jul	3595.92	3.4	5477.84	1.5
2005	Jun	3605.25	3.8	5487.16	1.7
2005	May	3595	3.9	5476.91	1.8
2005	Apr	3589.56	9	5471.47	5
2005	Mar	3558.31	9.4	5440.22	5.2
2005	Feb	3560.31	14.4	5442.22	8.3
2005	Jan	3566.25	15.4	5448.16	9
2004	Dec	3568.42	14.9	5450.34	8.7
2003	Dec	3104.91	6.2	5015.43	5.7
2002	Dec	2925.15	-2	4744.3	1.7
2001	Dec	2985.37	-2.5	4663.08	-2.2
2000	Dec	3060.54	5.5	4766.74	6
1999	Dec	2901.28	1.3	4498.45	0.6
1998	Dec	2863.92	-0.1	4470.35	3.3
1997	Dec	2865.25	-0.8	4329.24	-0.1
1996	Dec	2887.49	8.5	4334.09	6
1995	Dec	2661.49	2	4087.82	2
1994	Dec	2608.72	1.4	4008.74	-0.1
1993	Dec	2573.9	5.6	4012.02	4.7
1992	Dec	2438.39	2.7	3833.64	3.2
1991	Dec	2375.26	2.3	3715.34	1.3
1990	Dec	2321.28	2.8	3668.2	1.3
1989	Dec	2277.59	1.1	3641.78	2.9

1988	Dec	2252.48	-5.1	3538.26	0.8
1987	Dec	2374.39	0.8	3506.95	0.1
1986	Dec	2355.81	5.7	3503.37	5.6
1985	Dec	2229.4	2	3316.24	6.8
1984	Dec	2185.17	-10.5	3106.45	-15.8
1983	Dec	2440.68	10.3	3690.22	7.1
1982	Dec	2213.7	7.1	3445.7	7.7
1981	Dec	2066.42	9.9	3200.57	8.6
1980	Dec	1880.46	2.7	2947.14	7.6
1979	Dec	1831.81	8.3	2739.14	6.8
1978	Dec	1692.06	7.5	2564.77	9



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I work for the City of Loveland Public Works Department and we will be hosting our 10th annual event with over 1500 public school students, teachers and other adults attending. Public Works Day is May 21st. It is a great event to showcase all that Public Works Departments does to maintain a city infrastructure. I would like to ask if ENR would be willing to donate any sort of handouts (stickers, pencils, etc.) that we could include in the bags that are handed out to the kids. Please contact me and know that we are subscribers in good standing with ENR.  
Diana Montgomery  
City of Loveland, Colorado  
970-962-2501

1/10/2013 3:09 PM CST

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**jason.oshea** wrote:

How would I find record of the Denver CCI for April of 1992?

7/3/2012 9:53 AM CDT

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TOWN OF NEW CASTLE, COLORADO  
ORDINANCE NO. 2002-2

AN ORDINANCE OF THE NEW CASTLE TOWN COUNCIL APPROVING  
WITH CONDITIONS AN AMENDMENT TO THE PUD MASTER PLAN FOR  
CASTLE VALLEY RANCH PUD AND APPROVING A SECOND AMENDED  
CASTLE VALLEY RANCH ANNEXATION AGREEMENT AND SITE  
SPECIFIC DEVELOPMENT PLAN AGREEMENT.

WHEREAS, CVR Development, LLC, on behalf the owners, Williams Family Investment Co., RLLP and Land Discovery, Inc., of the unplatted portions of the Castle Valley Ranch PUD ("CVR") in the Town of New Castle, has submitted an application to amend the PUD Master Plan zoning in effect for CVR. (CVR Development, LLC, Williams Family Investment Co., RLLP, and Land Discovery, Inc are hereinafter collectively referred to as the "Applicant.") The application provides for, among other things, reducing the total maximum density from 2,500 residential units and other uses to a maximum of 1,400 residential units and 100,000 square feet of commercial space; and

WHEREAS, on June 28, 2000, the Planning and Zoning Commission held a duly-noticed public hearing regarding the application to amend the PUD Master Plan for CVR; and

WHEREAS, the Planning and Zoning Commission found, and the Town Council also finds, that the proposed modification of the existing master plan for CVR is consistent with the efficient development and preservation of the entire planned unit development, does not affect in a substantially adverse manner either the enjoyment of land abutting upon or across a street from the planned unit development or the public interest, and would not be granted solely to confer a special benefit upon any person; and

WHEREAS, after due consideration of the application, the evidence presented by the Town Staff, the Applicant, and members of the public during the public hearing, and the provisions of the Town Code and the other applicable provisions of Colorado Law, the Planning and Zoning Commission recommended conditional approval for the amended PUD Master Plan, subject to the terms and conditions set forth in Resolution PZ 2000-4; and

WHEREAS, the Town Council considered the recommendations of the Planning Commission at public meetings held on February 19, 2002, and on March 5, 2002 and desires to approve the amended PUD Master Plan subject to the terms and conditions set forth below.

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

Please return to:  
Leavenworth & Karp, PC  
1011 Grand Ave  
PO Drawer 2030  
Glenwood Springs CO 81602

289  
340  
(167)

(3)

1. Recitals Incorporated by Reference. The foregoing recitals are incorporated by reference herein as findings and determinations of the New Castle Town Council.

2. Definitions. For purposes of this Ordinance, the following definitions shall apply:

A. The “**Submittal**” means the information contained within the three-ring binder dated May 1, 2000, consisting of a cover letter dated May 2, 2000, and 11 separately-tabbed exhibits, as subsequently amended and as on file in the office of the Town Clerk as of March 5, 2002.

B. The “**Agreement**” means the Second Amended Castle Valley Ranch Annexation Agreement and Site Specific Development Plan Agreement attached hereto as Exhibit 1.

C. The “**PUD Master Plan**” consists of the Updated PUD Master Plan Map attached as Exhibit E to the Agreement and the Updated Planned Unit Zoning Guide attached as Exhibit F to the Agreement.

D. A legal description of the subject “**Property**” is located at Tab 9 of the Submittal and is attached as Exhibit A to the Agreement.

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The complete Submittal, the Agreement, the PUD Master Plan, and all exhibits are available for inspection at the Office of the Town Clerk.

3. Approval of the Plan. The PUD Master Plan is hereby approved for the Property with conditions as a PUD Master Plan in accordance with Chapter 13-10 of the draft Municipal Code. This approval creates seven new PUD zone districts for the Property as defined below. The Town’s zoning map shall be amended so as to be consistent with the Updated PUD Master Plan Map.

4. Amendment of Zoning Regulations. In light of the approval of the updated PUD Master Plan, the following provisions of Chapter 13-22 of the New Castle Municipal Code are amended as follows; provided, that nothing in this Ordinance shall be interpreted to change the existing zoning within any subdivision that was platted prior to the effective date of this Ordinance:

Section 13-22-020 (“Zone District Classifications”) is repealed in its entirety and re-enacted as follows:

**13-22-020 Zone District Classifications**

Castle Valley Ranch, a Planned Unit Development, is divided into the following zone district classifications. Except for lands within an approved subdivision plat, the

boundaries for each zone district and planning area and the location of roadways and easements shall be general only. The precise boundaries and locations of all such features shall be shown on each Filing as the same is subdivided and a final plat thereof recorded; provided, however, no major deviations shall be allowed from the general boundaries shown on the Updated PUD Master Plan Map. All future subdivision and development of the PUD shall be subject to the approval by the Town Council of a final subdivision plat and a final PUD development plan for each new filing in accordance with the procedures set forth in Titles 13 and 14 of this Code. In accordance with and subject to the procedures and standards set forth in Title 14, the uses, densities, and other restrictions of each of the zone district classifications listed below may be modified or amended as part of the PUD development plan process for future filings, and the precise zone district text for each filing shall be determined at the time of approval of a final PUD development plan for that filing.

- (A) Public Space District
- (B) Residential/Single Family Medium Density District (R/1/8)
- (C) Residential/Single Family High Density District (R/1/6)

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- (D) Residential/Multi-Family Townhouse/Patio Home District (R/M-F/2)
- (E) Residential/Multi-Family Apartments District (R/M-F/3)
- (F) Residential Single Family (SF-1)
- (G) Residential Single Family (SF-2)
- (H) Residential Multifamily (MF-1)
- (I) Residential Multifamily (MF-2)
- (J) Mixed Use (MU-1)
- (K) Mixed Use (MU-2)
- (L) Open Space/Parks (OS/P)

Sections 13-22-040 and 13-22-050 are repealed.

Section 13-22-060 is renumbered as Section 13-22-040.



Section 13-22-070 is renumbered as Section 13-22-050.

Section 13-22-080 is repealed.

Section 13-22-090 is renumbered as Section 13-22-060.

Section 13-22-100 is renumbered as Section 13-22-070.

Sections 13-22-110 and 13-22-120 are repealed.

A new Section 13-22-080 is enacted as follows:

**Section 13-22-080 Zone Districts For Updated PUD Master Plan**

This section defines the zone district classifications set forth above in Section 13-22-020(F) through (L), which shall apply to all PUD development plan applications filed on or after March 1, 2002.

(1) **Residential**

(a) **SF-1:** Large lot single family detached residential district providing lower density housing in areas for larger lots.

(b) **SF-2:** Small lot single family detached residential district allowing for a variety of single family housing alternatives within Castle Valley Ranch.

(c) **MF-1:** Multi-family townhouse and patio home district allowing for creative approaches to development with housing alternatives that are sensitive to existing and surrounding land uses.

(d) **MF-2:** Multi-family district allowing higher density including apartments.

(2) **Mixed Use**

(a) **MU-1:** Mixed use district providing a mix of residential and non-residential land uses within close proximity to each other that are suitably located within the Community Core. All residential uses shall conform to the requirements of the SF-1, SF-2, MF-1, or MF-2 zones described above, which shall be determined (or may be modified) at the time of approval of a PUD Development Plan for property within an MU-1 zone.

(b) **MU-2:** Mixed use district providing a mix of residential and light industrial, office uses within close proximity to each other where complementary business uses may be permitted, and where higher

intensity uses will be permitted that may not be suitable within the Community Core. All residential uses shall conform to the requirements of the SF-1, SF-2, MF-1, or MF-2 zones described above, which shall be determined (or may be modified) at the time of approval of a PUD Development Plan for property within an MU-2 zone.

(3) **Open Space and Parks**

- (a) **OS/P:** Open space and parks district providing recreation and open space opportunities to the community of Castle Valley Ranch and the Town of New Castle.

**Schedule of Permitted Land Uses**

**Purpose and Intent:** The purpose of the schedule of permitted uses of land is to show which uses are permitted, conditionally permitted, or prohibited. No person shall use any land within Castle Valley Ranch PUD except according to the following schedule of uses.

Use	OS/P	SF-1	SF-2	MF-1	MF-2	MU-1	MU-2
Detached dwelling units	★	P	P	P	★	P	P
Attached dwelling Units with rear yards	★	★	★	P	P	P	P
Patio homes/dwelling units oriented to the side of the lot	★	★	P	P	P	P	P
Attached dwelling units in structures containing more than two units	★	★	★	P	P	P	P
Including detached garages/studios and granny flats	★	P	P	P	P	P	P
Child care facilities	★	C	C	C	C	P	P
Churches, synagogues, chapels and temples	★	C	C	C	C	P	P
Fire stations	C	C	C	C	C	C	C
Technical & administrative	★	★	★	★	★	P	P
Banks	★	★	★	★	★	P	P
Personal service shops	★	★	★	★	★	P	P
Restaurants & taverns	★	★	★	★	★	P	P
Gasoline service	★	★	★	★	★	P	P

Use	OS/P	SF-1	SF-2	MF-1	MF-2	MU-1	MU-2
Retail businesses	★	★	★	★	★	P	P
Office Warehouse	★	★	★	★	★	P	P
Warehouses & storage (other than office warehouse)	★	★	★	★	★	★	P
Manufacturing uses	★	★	★	★	★	★	P
Service industrial uses	★	★	★	★	★	★	P
Parking facilities	P	C	C	P	P	P	P
Public parks, playgrounds and related accessory structures 5,000 sq. ft. or less	P	P	P	P	P	P	P
Private parks and playgrounds and related accessory structures 5,000 sq. ft. or less	★	P	P	P	P	P	P
Recreation facilities including, but not limited to health facilities, hobby rooms, activity rooms, meeting rooms, pools, gymnasiums, ball fields, tennis or basketball courts, volleyball courts, and any building of fields or play surfaces designated for	P	P	P	P	P	P	P
Pedestrian and bicycle trails	P	P	P	P	P	P	P
Private horse stables	★	C	★	★	★	★	★
Entry & Monumentation	P	C	C	C	C	C	C
Open Space & Parks	P	P	P	P	P	P	P
Scientific, environmental, or interpretive educational uses	C	★	★	★	★	★	★

P: permitted uses  
 C: conditional uses  
 ★: use prohibited



**Bulk and Density Standards**

**Purpose and Intent:** The purpose of the bulk density is to indicate the requirements for building location and height in both residential and non-residential developments. Also included are regulations indicating the lot area, setbacks and fence heights.

Zoning Requirements	OS/P	SF-1	SF-2	MF-1	MF-2	MU-1	MU-2
Minimum lot area	n/a	8,000 sq.ft.	4,000 sq. ft.	2,200 sq. ft.	2,200 sq. ft	n/a	n/a
Minimum lot area per dwelling unit	n/a	8,000 sq. ft.	4,000 sq. ft.	2,200 sq. ft.	1,600 sq. ft.	n/a	n/a
Minimum lot frontage	n/a	none	none	none	none	none	none
Maximum floor area/land ratio	n/a	n/a	n/a	n/a	n/a	0.6:1	0.6:1
Maximum principal building height	35'	35'	35'	35'	40'	40'	40'
Maximum accessory building height	20'	20'	20'	20'	20'	25'	25'
Minimum front yard setback	n/a	25'	18'	18'	18'	15'	15'
Minimum front yard setback with side-on garage	n/a	15'	10'	10'	10'	n/a	n/a
Minimum side yard setback	n/a	8'	5'	0'	0'	5'	5'
Minimum distance between buildings, not including architectural projections of up to 2 feet	n/a	16'	10'	10'	10'	10'	10'
Minimum side yard setback adjacent to Castle Valley Blvd	n/a	25'	20'	20'	20'	20'	20'
Minimum side yard setback adjacent to collector street	n/a	15'	15'	15'	15'	15'	15'
Minimum rear yard setback	n/a	20'	10'	10'	10'	10'	10'

Zoning Requirements	OS/P	SF-1	SF-2	MF-1	MF-2	MU-1	MU-2
Maximum front yard fence height, fencing facing and visible from street, or located closer than 6 feet behind the front of the principal structure towards the street.	n/a	42"	42"	42"	42"	n/a	n/a
Maximum side yard fence height	n/a	72"	72"	72"	72"	n/a	n/a
Maximum rear yard fence height	n/a	72"	72"	72"	72"	n/a	n/a
Maximum rear and side yard fence height adjacent to public road (in.)	n/a	60"	60"	60"	60"	n/a	n/a
Minimum setback, rear and side yard fence adjacent to public road (ft.)	n/a	15'	10'	10'	10'	n/a	n/a

A new section 13-22-090 is enacted as follows:

**13-22-090 Temporary Uses**

Temporary uses shall be allowed within the Castle Valley Ranch PUD as necessary or incidental to the construction and sale of platted lots, homes, commercial structures and development of the PUD. Such temporary uses may include business offices, storage areas, construction yards and equipment and trailers, signs, model homes and units, sales offices and management offices, and parking facilities and lighting facilities related to it. Such uses shall be discontinued when improvements on all the developed, platted, or authorized lots within the PUD have been completed. Temporary storage areas and construction yards shall be considered conditional uses.

Section 13-22-130 is renumbered as Section 13-22-100.

Section 13-22-140 is repealed.

Section 13-22-150 is renumbered as Section 13-22-110.

Section 13-22-160 is renumbered as Section 13-22-120.

Section 13-22-170 is renumbered as Section 13-22-130.

Section 13-22-180 is renumbered as Section 13-22-140.

4. Approval of the Agreement. As a condition of approval of the PUD Master Plan, the Town and the Applicant shall enter into the Agreement. The Agreement is hereby approved by the Town Council, and the Mayor and Town Clerk are authorized to execute the Agreement on behalf of the Town.

5 Conditions. In addition to meeting all requirements in the Town Code and complying with the Agreement, the Applicant shall comply with all of the following conditions:

A. ENGINEERING STUDIES. The Applicant shall submit with each application for a PUD Development Plan after the currently pending application for Filing No. 7, which is being considered of even date with this Ordinance, an updated engineering study prepared by a licenced professional engineer. The updated study shall assess, on a site-specific basis for each filing, the assumptions underlying the master plan engineering report included in the Submittal at Tab 7. If any of these assumptions needs to be modified, or if changes in existing infrastructure or future planned infrastructure will be required, then the study shall include detailed plans and specifications for all such changes. The Applicant shall be solely responsible for the costs of the studies and any engineering changes.

B. OWNERSHIP. Before the Mayor and Town Clerk execute the Agreement, the Applicant shall submit proof satisfactory to the Town Attorney that the owners of the Property are correctly identified in this Ordinance and the Agreement. If the property owners are not correctly identified in any of the relevant documents, then at the discretion of the Town Attorney and subject to the consent of the Applicant, this Ordinance, the Agreement, and related documents may be modified to substitute the name(s) of the correct owner(s).

6. Recording. The Town Clerk is directed to record a certified copy of this Ordinance and the Agreement in the real estate records of Garfield County, Colorado.

7. Vested Rights. The Applicant is hereby granted vested property rights within the meaning of Ordinance No. 99-30 upon and subject to the terms and conditions set forth in Section 12(c) of the Agreement. In light of the hearing before the Planning Commission on June 28, 2000, the Town Council hereby waives a further public hearing requirement as a condition of vested rights.

INTRODUCED on February 19, 2002, at which time copies were available to the Council and to those persons in attendance at the meeting, read by title, passed on first reading, and ordered published in full and posted in at least two public places within the town as required by the Charter.



602245 04/26/2002 04:00P B1349 P955 M ALSDORF  
10 of 68 R 340.00 D 0.00 GARFIELD COUNTY CO

INTRODUCED a second time at a regular meeting of the Council of the Town of New Castle, Colorado, on March 5, 2002, read by title and number, passed with amendment, approved, and ordered published as required by the Charter.



ATTEST:

Lisa Cain  
Lisa Cain, Town Clerk

TOWN OF NEW CASTLE, COLORADO

By:

Bill Wentzel  
Bill Wentzel, Mayor

SECOND AMENDED CASTLE VALLEY RANCH ANNEXATION AGREEMENT  
AND SITE SPECIFIC DEVELOPMENT PLAN AGREEMENT

THIS AGREEMENT is made and entered into this 5th day of March, 2002 by and between the TOWN OF NEW CASTLE, COLORADO, a Colorado home rule municipality, TOWN OF NEW CASTLE, COLORADO, WATER AND SEWER ENTERPRISE (hereinafter individually or collectively referred to as the "Town"); WILLIAMS FAMILY INVESTMENT CO., RLLP (the "LLP"), and LAND DISCOVERY, INC. ("LDI" or "Developer"), (the LLP and LDI are hereinafter sometimes collectively referred to as "Landowner").

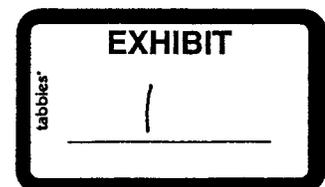
WITNESSETH:

WHEREAS, Eric C. Williams ("Williams") formerly owned all that real property presently known as the Castle Valley Ranch PUD within the Town of New Castle, Colorado, which property is more particularly described on Exhibit A attached hereto (the "Property" or the "PUD"); and

WHEREAS, Williams has sold and conveyed portions of the PUD to LDI, the LLP and to individual lot purchasers, and the LLP and LDI either individually or collectively now own the remaining unplatted portions of the PUD; and

~~WHEREAS, Williams or LDI (or both) and the Town have previously entered into the following agreements concerning the Property:~~

- a. Agreement dated August, 1981 ("First Water Service Agreement");
- b. Castle Valley Ranch Annexation Agreement recorded with the Garfield County Clerk and Recorder in Book 632 at Page 542 as Reception No. 344589 ("First Annexation Agreement");
- c. First Amendment to Castle Valley Ranch Annexation Agreement recorded in Book 662 at Page 243 as Reception No. 358425 ("First Amendment");
- d. Amended Castle Valley Ranch Annexation Agreement recorded in Book 755 at Page 28 as Reception No. 401812 ("1989 Annexation Agreement");
- e. Road, Water and Sewer Infrastructure and Tap Purchase Agreement recorded in Book 1133 at Page 632 as Reception No. 546810 ("Infrastructure Agreement");
- f. Various subdivision improvements agreements ("SIAs") relating to the "Existing Filings" within the PUD, including but not limited to Filings 1, 2, 3, 4, 5, and 6, and as defined below in Paragraph 12(a);
- g. Donation Agreement dated February 5, 2002;



WHEREAS, the Landowner is Williams' successor in interest with respect to the PUD and is subject to the foregoing agreements;

WHEREAS, at the time Williams and the Town entered into the 1989 Annexation Agreement, the parties contemplated that the PUD would be developed to include approximately 2,500 dwelling units;

WHEREAS, Landowner now proposes down-sizing the PUD to a total density of no more than 1,400 dwelling units and 100,000 square feet of commercial space;

WHEREAS, Williams (as the owner of that portion of the Property now owned by the LLP) and LDI, by and through their agent CVR Development, LLC, has submitted an application dated May 1, 2000, for approval of an Updated PUD Master Plan for Castle Valley Ranch (the "Updated PUD Master Plan");

WHEREAS, the parties desire to amend the 1989 Annexation Agreement as set forth below.

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

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

2. Definitions.

"Existing Filings" means the presently platted portions of the Property as defined below in Paragraph 12(a).

"New Filing(s)" means one or more areas of the PUD presently outside the Existing Filings to be platted in the future.

"Lot" or "lot" means a parcel subdivided for residential or commercial use as shown on a recorded final plat of a portion of the Property. "Lot" or "lot" may also mean an individual residential dwelling unit (whether single family, duplex, townhome, condominium, apartment or other) within an approved multi-family or commercial development as shown on a recorded final plat of a portion of the Property.

The "Decree" means the Findings of Fact, Conclusions of Law, and Judgment and Decree of the District Court, Water Division No. 5, Case No. 87CW373, dated August 22, 1991.

The "Submittal" means the documents and information specifically defined as the "Submittal" in Ordinance No. 2002-2.

The "effective date" of this Agreement is the date that Ordinance No. 2002-2 becomes effective pursuant to the New Castle Town Charter.

3. Purpose; Effect on Prior Agreements. The purpose of this Agreement is to set forth on a contractual basis an amendment of the terms and conditions of the annexation and development of the Property and to amend the 1989 Annexation Agreement so as to conform to the new Updated PUD Master Plan; provided that in the event of any conflict between the terms of this Agreement and the 1989 Annexation Agreement, then this Agreement shall control. This Agreement and the 1989 Annexation Agreement together constitute the current annexation agreement governing the annexation of the PUD to the Town of New Castle. The annexation of the Property shall be governed by this Agreement, the 1989 Annexation Agreement, Article 12 of Title 31, C.R.S., as amended, and the Town of New Castle Home Rule Charter and the ordinances of the Town. Except to any extent otherwise expressly provided in the Decree, the First Annexation Agreement and First Amendment are of no further force or effect. Except as expressly modified below, the parties hereby ratify and affirm all terms and conditions of the Infrastructure Agreement, which is incorporated by reference herein. Except as may be expressly and explicitly set forth herein, nothing in this Agreement shall operate to relieve Developer of any obligations Developer may have under any subdivision improvements agreements relating to Existing Filings within the PUD.

4. Fees. Developer hereby agrees to pay to the Town the following fees related to the annexation and development of the Property:

- a. Fees and Costs Paid. All fees and costs heretodate or hereafter actually and reasonably incurred by the Town (including without limitation actual costs for engineering, surveying, and legal services) in connection with the review, preparation, negotiation, resolution and finalization of the annexation, zoning, subdivision, and PUD development plan approval of the Property. The Town represents that all fees and costs incurred by the Town up through and including January 31, 2002, have been invoiced to LDI as of the date this agreement is executed by the Mayor of New Castle.
- b. Recreational Facilities Development Fee. The Recreational Facilities Development Fee described in Chapter 3-21 of the New Castle Municipal Code shall be paid to the Town by the building permit applicant for all lots within the PUD for which building permits are issued after the effective date of Ordinance 98-11 in the time, manner, and amount provided for by Chapter 3-21 of the Town Municipal Code and Ordinance Nos. 98-11 and 2000-24, as now existing or as may be further amended in the future.

5. Voluntary Agreement. This Agreement is the voluntary and contractual agreement of Landowner and the Town. Landowner agrees that the payment of all fees required under this Agreement is a condition of the amendment of such terms of annexation and, therefore, all such fees shall be imposed on Developer as a condition of any development review. The obligation to pay such fees shall be a covenant running with the land and shall bind all assigns and successors in interest of Landowner.

6. Schools. Section 3 of the 1989 Annexation Agreement is not modified by this Agreement and remains in full force and effect as originally written. The parties agree and acknowledge that Williams has donated and dedicated to the Garfield School District RE-2 ("School District") a thirty acre tract of land (the "School Parcel") by that certain Agreement and Deed of Dedication among the Town, Williams and the School District recorded in Book 979 at page 112 of the Garfield County real estate record, and that this conveyance fully satisfies all school land dedication requirements for full development of the entire PUD.

7. Parks, Recreation, Public Open Space, and Land Dedication.

- a. Land Dedication. Developer shall dedicate to the Town not less than 10% of the acreage of the PUD for public purposes as defined in Section 16.16.160(a)(1) of Ordinance No. 262, and Developer has agreed to dedicate or donate (as chosen by LDI in its sole discretion) to the Town additional acreage within the PUD as generally shown on the Updated Master Plan Map. All dedications shall be free and clear of any liens or encumbrances that would interfere with the intended uses of such open space. In order to ensure compliance with this provision, for each and every dedication of real property to the Town within the PUD, Developer agrees to provide the Town, at Developer's sole expense, a policy of title insurance in a form acceptable to the Town as reasonably determined by the Town Attorney. No final plat shall be approved with land dedication of less than 10% of the land contained within such final plat unless, at the time of approval, the total acreage of all publicly-dedicated lands within all approved final plats of the PUD would amount to 10% or more of the total acreage of all such platted lands. Any dedication of land having a slope of 35% grade or more shall not count towards satisfaction of any open space dedication requirements.
- b. Parks. The Town agrees that Developer has no obligation under this Agreement or the 1989 Annexation Agreement to construct parks or recreational facilities or to fund construction of same except as provided in Paragraph 4(b), above.
- c. Maintenance. The parties shall have the following obligations for maintenance of parks, open space and multi-use open space parcels with the PUD.
- i. Town Maintenance Responsibilities. The Town agrees to maintain those portions of the Dedicated Public Open Space which are commonly accessed

by and provide a benefit to the Town's community as a whole and to replace any improvements that become damaged. Those portions are identified in green as "Town of New Castle" areas on the map of CVR attached hereto as Exhibit B. In the event the Town fails to perform its maintenance responsibilities, LDI is hereby granted a license to enter upon the Town of New Castle areas designated on Exhibit B in order to undertake and complete the Town's maintenance responsibilities. Prior to undertaking any of the Town's maintenance responsibilities as defined in this provision, LDI shall give fifteen (15) days written notice to the Town of its intent to undertake and complete such maintenance if not undertaken and completed by the Town within the fifteen (15) days.

If LDI undertakes and completes any of the Town's maintenance responsibilities, LDI may charge the Town its actual, reasonable out-of-pocket costs incurred. Any obligations of the Town to pay said maintenance costs are subject to the Town's annual appropriation and budgeting. The Town shall have the right to inspect LDI's records with respect to the costs upon reasonable request.

- ii. LDI Maintenance Responsibilities. LDI agrees to maintain those portions ~~of the Dedicated Public Open Space which provide a benefit to local neighborhoods of CVR.~~ Those portions are designated in blue and brown as "HOA" and "Townhome HOA" areas on Exhibit B. LDI may assign its maintenance responsibilities under this Agreement to its successor(s) or to one or more of the Owners Associations of the PUD.
- iii. Maintenance defined. For purposes of this Agreement, to "maintain" shall mean following the procedures for Maintenance of Open Space Within Castle Valley Ranch as defined in Exhibit C in reference to the different maintenance regimes depicted on Exhibit B.
- iv. Effective Term. The provisions of this Subsection (c) shall be effective for a period of ten (10) years from the effective date of this Agreement.
- v. Future Dedications. Upon every future dedication of parks, open space, and multi-use open space, the parties shall update the map attached as Exhibit B to allocate maintenance responsibilities for such dedicated lands. Exhibit C may also be updated as needed to maintain the PUD at a level that is generally acceptable for master planned communities selling new homes, upon mutual agreement of the parties. A current copy of the most recently updated map and maintenance procedures shall be kept available for public inspection at the New Castle Town Hall.

- d. Raw Water Irrigation System. Developer intends to utilize a non-potable (“raw”) water irrigation system to provide irrigation water for open space and potentially other uses within portions of the PUD. Prior to the construction after the effective date of this Agreement of any new raw water irrigation system that is to be dedicated to the Town, or that is permanently to serve land within the PUD dedicated to the Town (“Public Raw Water System”), LDI shall submit plans and specifications for the design and construction of the system and any related improvements, including but not limited to drainage improvements, which plans and specifications shall be subject to review and approval by the Town Engineer. Any Public Raw Water System shall be treated as a “public improvement” within the meaning of Chapter 14-12 of the New Castle Municipal Code, and the Town and the Developer shall enter into an agreement and performance guarantee arrangements consistent with said Chapter. For Public Raw Water Systems that have already been constructed and installed as of the effective date of this Agreement, LDI shall, within 120 days after the effective date of this Agreement, submit as-built drawings and any other information necessary for the operation and maintenance of such system to the Town Engineer. If the system is approved by the Town Engineer, such approval not to be unreasonably withheld, then Developer shall dedicate the existing Public Raw Water Systems to the Town, and the Town shall accept such existing facilities. If the system is not approved by the Town Engineer, then the Town Engineer shall identify the deficiencies in the system, and LDI shall have the right, but not the obligation, to correct the deficiencies, and if the deficiencies are cured to the satisfaction of the Town Engineer, which shall not be unreasonably withheld, then the Town will accept the system. Maintenance of any raw water irrigation system accepted by the Town shall be in accordance with Subparagraph (c), above.
- e. Donation Agreement Unaffected. Nothing in this Agreement modifies the Donation Agreement.

8. Water Rights. The parties acknowledge that the Decree provides that the Decree will control in the event of any conflict between it and the 1989 Annexation Agreement. LDI and the Town agree that, as between themselves, the provisions of this Section shall control in the event of inconsistency with the Decree, and that the Town and LDI will each cooperate and act on that basis in the event of any opposition from other water right holders based upon the language of the Decree. All water rights to be dedicated to the Town pursuant to the Decree and this Agreement shall be conveyed to the Town by special warranty deed.

- a. Dedication and Dry-Up for Existing Filings. Prior to or concurrently with the signing of this Agreement, LDI has dedicated to the Town all water rights required by the Decree associated with the uses shown on Exhibit D for the Existing Filings. Prior to the effective date of this Agreement, LDI has dried up acreage for residential development in the PUD as specified in Exhibit D in compliance with

the Decree. Except as discussed below in subsection (b), Exhibit D accurately reflects the currently-planned uses within the Existing Filings. The Town shall be responsible, at the Town's expense, for the Existing Filings: (A) to provide a legal supply of all potable water; (B) to provide a legal raw water supply to the extent that water rights have been dedicated; (C) for all reporting required by the Decree; and (D) for any additional water required to be provided under the terms of the Decree. To the extent that the uses within the Existing Filings are expanded beyond the number of lots or irrigated acreage shown on Exhibit D, then LDI shall dedicate additional water rights on the same basis as the requirements for New Filings pursuant to this Agreement.

- b. School Parcel. If the existing facilities on the School Parcel are expanded or added to such that additional water deliveries to a school site are required, prior to the time of the recording of the final plat for the New Filing or planning area which contains the 1,120<sup>th</sup> lot in the PUD or such earlier date as the School District is no longer able to develop the School Parcel, additional water rights shall be dedicated by LDI to the Town consistent with the provisions of this Section; provided, that all water rights dedicated for irrigation of areas of the School Parcel will be dedicated at the rate for automatic sprinkling systems specified in subsection 10 of the "Table of Equivalent Units" contained in Exhibit D to the Decree (0.4 EQR for each 6,000 square feet of irrigated area).
- 
- c. Dedication for New Filings. On or before recording of a final plat for all or a portion of each of the New Filings that authorizes construction on individual lots (or within blocks of a multifamily development requiring future platting to identify individual units), LDI shall dedicate water rights to the Town for development of the platted portion of each of the New Filings in accordance with this subsection (c).
- i. LDI will be charged (for water rights dedication purposes only but not for purposes of calculating tap fees or water service fees) for each residential dwelling unit in the New Filings a total of 1 EQR if irrigation is by potable water and 0.25 EQR if irrigation is by raw water irrigation, so long as the average lot size for the New Filing or planning area which is being platted and for which the water dedication is being made does not exceed 9,000 square feet per residential dwelling unit. For purposes of this calculation, a multi-family residential development (whether one or more buildings) on a single legal parcel would be considered to be equal to the same number of "lots" as the number of residential dwelling units in the development. For example, a condominium consisting of four residential dwelling units on a single 20,000 square foot legal parcel would be counted as four lots each containing 5,000 square feet.

- ii. If the calculation described in paragraph (i) above results in an average lot size in excess of 9,000 square feet per lot, then LDI will make a supplemental water dedication to the Town at the same time as the dedication under paragraph (i). The supplemental water dedication shall be calculated by multiplying (A) the number of square feet by which the average lot size exceeds 9,000 square feet, by (B) the number of residential dwelling units in the New Filing or planning area, and by (C) 65%.

$$(\text{Average lot size} - 9,000 \text{ s.f.}) \times (\text{total lots}) \times (0.65)$$

For the product of that calculation, .4EQR will be dedicated for each 6,000 square feet, rounded to the nearest .1EQR. This calculation may be illustrated as follows (assume a New Filing with 10 units with an average lot size of 10,600 square feet each):

**Example:**  $(10,600 \text{ sf} - 9,000 \text{ sf}) \times 10 \times 0.65 = 10,400$   
 $10,400 \div 6,000 = 1.73 \times .4 \text{ (EQR)} = .69 \text{ (EQR)}$

and rounding to the nearest .1 EQR would require a supplemental water dedication under this example of .7 EQR for this New Filing.

- ~~iii. For raw water irrigation areas served by a public raw water irrigation system, LDI shall dedicate water rights to the Town: (1) on an acre-per-acre basis for those areas irrigated by flood irrigation, and (2) at the rate of 0.4 EQR for each 6,000 square feet irrigated by automatic sprinkling system. Dedication of water rights under this provision shall not obligate the Town to accept any raw water irrigation system as a public raw water irrigation system.~~
- iv. LDI will dedicate water to the Town for the New Filings for uses other than residential dwelling units in accordance with the "Table of Equivalent Units" contained in subsection 8(c) of Exhibit D to the Decree.
- v. Upon LDI's making the water dedications required by paragraphs (i), (ii) (iii) and (iv) above, the parties agree that, as between the Town and LDI, LDI shall be deemed to have met its requirements under the Decree. Further, the Town shall become responsible, for that New Filing or planning area, at the Town's expense: (A) to provide a legal supply of all potable water for that New Filing or planning area; (B) to provide a legal raw water supply to the extent that water rights have been dedicated pursuant to paragraph (iii); (C) for all reporting required by the Decree; and (D) for any additional water required to be provided under the terms of the Decree. The Town shall be under no obligation to provide a physical potable or raw water supply until the Town has formally accepted the

necessary public improvements pursuant to the terms of a subdivision improvement agreement approved in connection with the specific New Filing or planning area, such acceptance not to be unreasonably withheld.

- vi. The obligation of the Town and LDI to be bound by the terms and conditions of this subsection (c) is conditioned upon the average lot size for all residential dwelling units within all of the New Filings not exceeding 3.18 acres. This determination shall be made at the time of the recording of the final plat for the New Filing or planning area which contains the 1,120<sup>th</sup> lot in the PUD and shall include all of the lots on that plat. For purposes of this calculation, each residential dwelling unit shall constitute a lot.
  
- d. Developer's Right to Increase EQR Designations. Developer may, in its sole discretion, designate one or more lots within a New Filing to be treated as the equivalent of more than one residential unit for water dedication and use purposes. For example, such a designation might be appropriate for lots with unusually large yards or unusually large residential structures. In the event of such a designation, the water rights dedication requirements and tap fees shall be adjusted accordingly, and user fees and rights shall be adjusted in accordance with the tap fees paid as provided by Town ordinance. For example, if the designation for a lot is 3 EQR, then the water rights dedication for that lot will be 3 EQR and the water tap fee will be three times the water tap fee which would otherwise be payable for the lot. All EQRs attributable to an increased EQR designation under this subsection shall be counted toward the calculation of EQRs dedicated by LDI for the New Filing in which the lot is located for purposes of the calculations required by subsection (c) above. Whenever practical, the designation shall be reflected in a plat note. In no event shall LDI have the right to designate a residential lot to be treated as less than one residential dwelling unit.
  
- e. Water Tap Fee Discount for Raw Water Irrigation. For any residential unit for which raw water irrigation is utilized for outside use, LDI will be required to pay only seventy-five percent (75%) of the then current water tap fee for such unit. Paragraph 3(C) of the Infrastructure Agreement provides that if the combined water and sewer tap fee in the Town is less than \$4,500, then LDI shall be relieved of certain obligations to construct improvements or advance funds. That provision is hereby amended to create an exception for 25% water tap fee discounts for raw water irrigation. LDI agrees that the Town may pass an ordinance making the 25% raw water irrigation tap fee discount available to any or all tap purchasers within the Town who utilize raw water irrigation, and application of this discount shall not relieve LDI of any obligation to construct improvements or advance funds under the terms of the Infrastructure Agreement, even if application of the discount results in the combined tap fee rate dropping below \$4,500.

- f. Temporary Revegetation Irrigation. LDI reserves the right to irrigate temporarily, using raw water irrigation and LDI water rights, areas of the PUD as required to meet the revegetation requirements of the Town associated with development of the Existing Filings and New Filings. LDI shall not be required to dedicate water rights to the Town because of such temporary irrigation; provided, however, that water rights utilized for such temporary irrigation shall not be considered available for dedication to support development until the temporary irrigation ends.
- g. Alternative to Pump Back System. If necessary to provide for development of the PUD in excess of 1,400 EQR, LDI shall have the right to pay a water rights dedication fee at the then-current rate charged by the Town (not to exceed the fair market value of equivalent water rights) in lieu of dedicating additional water rights and/or construction of the pump back system provided for under the Decree, and the Town will provide the necessary water and serve the units for which such fees are paid when the necessary infrastructure in the PUD is in place. LDI may not take advantage of this option so as to relieve itself of any obligation that it may otherwise have under this Agreement to dedicate up to 2.8 c.f.s. of the Coryell Ditch Priority Number 11, but the parties acknowledge that some portion of the Coryell Ditch Priority Number 11 may be dedicated to private uses within the PUD without violating this provision.
- 
- h. Future Water Court Filings. Until LDI has satisfied all of its water right dedication obligations under this Agreement, neither party shall file an application with the Water Court seeking to change the water rights or the plan for augmentation described in Paragraphs 5, 6 or 7 of the Decree without the express written consent of the other party. Should the Town file an application with the Water Court seeking to change any other water right or plan for augmentation described in the Decree, then the Town shall give LDI actual written notice of such filing so that LDI may have the opportunity to file a timely statement of opposition if it so chooses. Further, if the Town files an application to change any of the water rights described in the Decree, then the Town agrees not to withhold approval of any development application submitted by LDI on the basis of such a change.
- i. Other Provisions of Decree. Subject to the terms and conditions of this Section concerning their agreements with each other, LDI and the Town agree to abide by all requirements, terms, and conditions set forth in the Decree, including but not limited to reporting requirements. Any reports shall be subject to review and approval by both the Town and LDI. The Town and LDI shall cooperate to provide any necessary information for this purpose.
- j. The Town shall adopt a standard for what constitutes an acceptable “automatic sprinkling system” based upon reasonable and generally-accepted engineering practices. The Developer and the Town Staff shall agree on the proposed standard



before submitting it to the Town Council for approval. Once the standard is adopted, it shall be utilized for purposes of this Agreement to determine, for any New Filing or planning area for which the plat is recorded after adoption by the Town of that standard, whether any irrigated area is equipped with an automatic sprinkling system. Until then, the parties agree to rely on the reasonable discretion of the Town Engineer to make this determination.

9. Water and Sewer Facilities. The parties agree that the Infrastructure Agreement adequately addresses this issue.

10. Access / Castle Valley Boulevard. The parties agree that the Infrastructure Agreement adequately addresses this issue, with one clarification. Confusion has arisen concerning the language of Section 5.A. of the Infrastructure Agreement. As of the effective date of this Agreement, LDI has constructed at its expense two (2) lanes of Castle Valley Boulevard throughout the entire length of the PUD to its previously existing terminus in Burning Mountain PUD, in addition to portions of the third and fourth lanes of Castle Valley Boulevard, as more particularly described in Section 5.A. of the Infrastructure Agreement. LDI and the Town agree that, despite anything to the contrary stated in the Infrastructure Agreement, LDI shall not be required to construct any portions of the third and fourth lanes beyond that which LDI has already constructed unless development in Castle Valley Ranch exceeds the total of 1,400 residential units, plus 100,000 square feet of interior commercial space, plus recreational, parks, and open space uses as approved by the Town in the revised Castle Valley Ranch Master Plan approved by the Town concurrently with its approval of this Agreement.

11. Fire District / Public Safety Site. Concerning Section 8 of the 1989 Annexation Agreement providing for dedication of a tract of land ("Public Safety Site") for a fire station, the following conditions shall apply to the dedication of the Public Safety Site:

- a. The Town and the Fire District shall notify LDI in writing that such a site would be immediately beneficial to the health, safety and welfare of the inhabitants of the Town of New Castle at such time as development within the PUD reasonably requires. Developer's obligation to dedicate the Public Safety Site shall terminate if such notice is not received by Developer on or before the time of the recording of the final plat for the New Filing or planning area which contains the 1,120<sup>th</sup> lot in the PUD; provided, however, this automatic termination provision shall not apply unless Developer gives the Town and the Fire District written notice of this impending deadline at least 90 days (but no more than 180 days) before it occurs.
- b. LDI, the Town and Fire District, each in its sole discretion, shall agree in writing upon suitable location and boundaries of the Public Safety Site.

- c. The architectural design for the proposed facilities and improvements to be constructed on the Public Safety Site shall be approved by LDI and the Town, approval of which shall not be unreasonably withheld.
- d. LDI shall be provided with a satisfactory irrevocable written commitment from the Town or Fire District for the construction of the improvements and facilities proposed to be constructed on the Public Safety Site, which provides for their completion within two years after conveyance of the Public Safety Site to the Town.
- e. LDI shall be satisfied in its reasonable discretion that the location and use of the Public Safety Site will not negatively impact the neighborhood of the Public Safety Site (for example, by the right to require prohibition against a siren or other noise making device to summon volunteer firefighters). The parties agree that police and ambulance services may also be permitted on the Public Safety Site if such uses do not preclude the primary use of the site as a fire station, subject to the same requirement that LDI shall be satisfied in its reasonable discretion that the proposed use will not negatively impact the neighborhood of the Public Safety Site (for example because of the noise associated with such uses).
- f. Except for any obligation to participate in the cost of infrastructure improvements as set forth in the Infrastructure Agreement, LDI shall not be required to pay any amount related to the Public Safety Site (including without limitation the location, design, construction, operation or maintenance of the improvements and facilities). LDI's sole obligation shall be to donate the Public Safety Site to the Town subject to the terms and conditions stated in this Agreement.
- g. LDI shall convey the Public Safety Site to the Town by a special warranty deed, free and clear of all liens and encumbrances, within 30 days after written notice from the Town of fulfillment of all of the conditions set forth above. LDI shall not be required to provide the Town with title insurance for LDI's title to the Public Safety Site, which may be obtained by the Town at its expense in its sole discretion.

12. Land Use.

- a. Existing Filings. As of the date of this Agreement, the "Existing Filings" within the PUD are as follows:
  - i. Filing No. 1, Castle Valley Ranch, recorded with the Garfield County Clerk and Recorder as Reception No. 344746, as amended by further plats including without limitation the Amended Final Plat, Castle Valley Ranch, Portions of Filing No. 1, recorded as Reception No. 478084, the Block 12 plat recorded as Reception No. 354501, the Alder Ridge Townhomes plat recorded as Reception No. 506489, and the Final Plat of Castle Pine

Subdivision recorded as Reception No. 534949 (collectively "Filing No. 1");

- ii. Final Plat of Castle Valley Ranch, Filing #2, formerly known as Filing #1, Block #1, Lots 1-9, Block #2 - Lots 1&2, and Blocks #13, 14 & 15 recorded as Reception No. 409227 ("Filing No. 2."); and
- iii. Final Subdivision Plat and PUD Development Plan, Castle Valley Ranch, Filing No. 3, Blocks PA4 and PA5, recorded as Reception No. 546753 ("Filing No. 3"); and
- iv. Final Subdivision Plat, Castle Valley Ranch Filing No. 4, Block PA3, recorded as Reception No. 554505 ("Filing No. 4");
- v. Final Plat, Castle Valley Ranch Filing No. 5, Blocks PA6 and PA7, recorded as Reception No. 571729 ("Filing No. 5");
- vi. Final Plat, Castle Valley Ranch, PA21A and PA21B, Filing No. 6, recorded as Reception No. 572850 ("Filing No. 6").

~~b. Future Development. Future development of the PUD shall be consistent with the Updated PUD Master Plan Map attached hereto as Exhibit E. The zone districts identified on the Updated PUD Master Plan Map are defined in the Updated Planned Unit Zoning Guide attached hereto as Exhibit F. The total density for the entire PUD shall not exceed 1,400 residential dwelling units, plus 100,000 square feet of commercial space.~~

Except for the Existing Filings, the School Parcel and the right-of-way for Castle Valley Boulevard, the boundaries for each zone district and New Filing and the location of main roadways and easements shall be general only. The precise boundaries and locations of all features depicted on the Updated PUD Master Plan Map shall be determined for each New Filing as the same is subdivided and a final plat thereof recorded; provided, however, no major deviations shall be allowed from the general boundaries shown on the Updated PUD Master Plan Map.

c. Vested Property Rights. The parties agree and acknowledge that the 1989 Annexation Agreement effectively granted Williams vested property rights in the previous master plan zoning of the Property for a period of thirty (30) years from the date of final approval of the original PUD plat for the property, which occurred on July 11, 1983. Therefore, said vested rights would expire on July 11, 2013. In December, 1999, the Town adopted Ordinance 99-30, which enacted new procedures for the granting of vested property rights. In accordance with the "Alternative Submittal Procedures" set forth in Section 14-14-050(B) of said

Ordinance, the Town agrees to grant the Landowner vested property rights in the PUD Master Plan Map and the Updated Planned Unit Zoning Guide attached hereto as Exhibits E and F, respectively, which Map and Guide shall together comprise the "site specific development plan" described in Ordinance 99-30. Said vested rights shall expire on July 11, 2013. Any and all vested rights granted pursuant to the 1989 Annexation Agreement or by virtue of Ordinance No. 265, which approved the previous master plan zoning, are amended as necessary to be consistent with the terms of this Agreement and Ordinance 2002-2. Nothing herein shall affect any vested rights granted pursuant to any site specific development plan for any of the Existing Filings. The parties agree that the duly-noticed hearing on the application to amend the PUD Master Plan for the Property held before the New Castle Planning and Zoning Commission on June 28, 2000, constituted the public hearing required by law as a condition of granting vested property rights. This Agreement shall be the site specific development plan agreement required by Ordinance 99-30.

13. Public Improvements. To the extent that Developer intends to construct improvements not associated with any particular filing within the existing Castle Valley Boulevard right-of-way, such improvements shall be subject to prior administrative review and approval by the Town Staff, such approval not to be unreasonably withheld. By way of example and not limitation, improvements such as those Developer has previously made to portions of the existing Castle Valley Boulevard right-of-way will be permitted. This Section imposes no obligation on Developer, and the decision to provide such improvements shall be made by Developer in its sole discretion. Any such improvements shall be made in accordance with the Public Works Manual then in effect for the Town, shall be secured by a performance guarantee in a form and amount acceptable to the Town Engineer and the Town Attorney, and shall be constructed in accordance with an agreement similar in form to the subdivision improvements agreements used for the Existing Filings, which shall include provisions addressing procedures for inspection and acceptance of such improvements.

14. Tap Fees and System Improvement Fees. Except as expressly addressed herein, the parties agree that the Infrastructure Agreement adequately addresses this issue.

15. Public Dedications. All dedications of roadways, utility easements, and other public interests shall be subject to the same title commitment requirements as for dedication of public parks and open space as set forth above in Paragraph 7.

16. Architectural Control Committee Approval. The Town Building Department shall not issue a building permit for any external, visible new construction within the Castle Valley Ranch PUD until and unless the permit applicant has submitted written proof that the plans associated with the proposed construction have been approved by the Castle Valley Ranch Architectural Control Committee ("ACC"). Further, the Building Department shall not issue a Certificate of Occupancy until and unless the applicant submits written evidence that the

completed improvements covered by this Paragraph 16 have been approved by the ACC. However, with respect to Certificates of Occupancy only, if the ACC fails to respond to a written request by the applicant for approval of the completed improvements within five (5) business days after the ACC's receipt of such request, then the Town may issue the Certificate of Occupancy without ACC approval. The requirements of this Paragraph 16 may be waived by motion of the Town Council or by Developer with respect to any particular lot or lots.

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

18. Release of Liability. It is expressly understood that the Town cannot be legally bound by the representations of any of its officers or agents or their designees except in accordance with the Town of New Castle Code and Ordinances and the laws of the State of Colorado, and that Developer, when dealing with the Town, acts at its own risk as to any representation or undertaking by the Town officers or agents or their designees which is subsequently held unlawful by a court of law.

19. Captions. The captions in this Agreement are inserted only for the purpose of convenient reference and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

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

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

22. Governing Law. The laws of the State of Colorado shall govern the validity, performance, and enforcement of this Agreement. Should either party institute legal suit or action for enforcement of any obligation contained herein, it is agreed that the venue of such suit or action shall be in Garfield County, Colorado.

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

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

25. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

26. Notice. All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the third mail delivery day after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to Town:

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

With a copy to:

David H. McConaughy, Esq.  
Leavenworth & Karp, P.C.  
P. O. Drawer 2030  
Glenwood Springs, CO 81602  
Phone (970) 945-2261  
FAX (970) 945-7336

Notice to Developer:

Land Discovery, Inc.  
0981 County Road 245  
New Castle, CO 81647

- and -

Cobblestone Communities  
1101 Village Road, Suite LL3D  
Carbondale, CO 81623  
Phone (970) 704-0878  
FAX (970) 704-1502

With a copy to:

Richard H. Krohn, Esq.  
Dufford, Waldeck, Milburn & Krohn, LLP  
744 Horizon Court, Suite 300  
Grand Junction, CO 81506

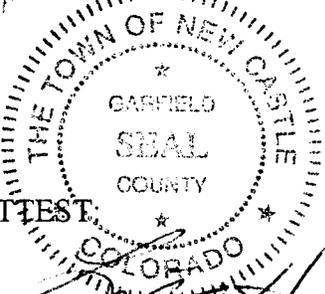
Notice to Landowner:

Williams Family Investment Co., RLLP

0981 County Road 245  
New Castle, CO 81647

27. Gender. Whenever the context shall require, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

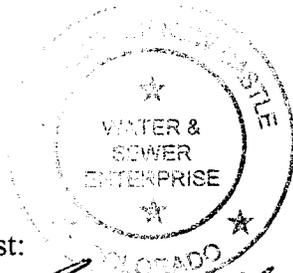
WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

ATTEST:  
  
Josiah H. Cain  
Town Clerk

TOWN OF NEW CASTLE, COLORADO

By [Signature]  
Mayor

TOWN OF NEW CASTLE, COLORADO, WATER AND SEWER ENTERPRISE

Attest:  
  
Josiah H. Cain  
Secretary

By [Signature]  
Chairman

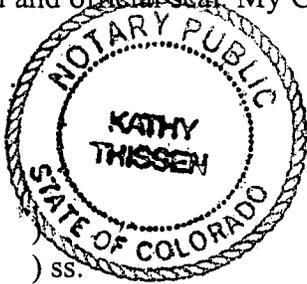
LAND DISCOVERY, INC.  
By [Signature]  
Eric C. Williams, President

WILLIAMS FAMILY INVESTMENT CO., RLLP  
By [Signature]  
Eric C. Williams, General Partner

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

Acknowledged before me this 1 day of April, 2002, by Bill Wentzel as Mayor and Lisa Cain as Town Clerk on behalf of the Town of New Castle, Colorado.

WITNESS my hand and official seal. My Commission expires: 11/2/2002.

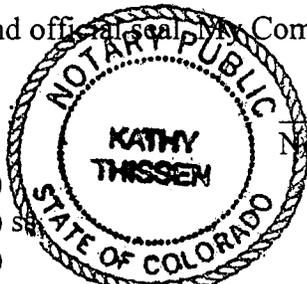


Kathy Thissen  
Notary Public(SEAL)

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

Acknowledged before me this 1 day of April, 2002, by Bill Wentzel as Chairman and Lisa Cain as Secretary on behalf of the Town of New Castle, Colorado, Water and Sewer Enterprise.

WITNESS my hand and official seal. My Commission expires: 11/2/2002.

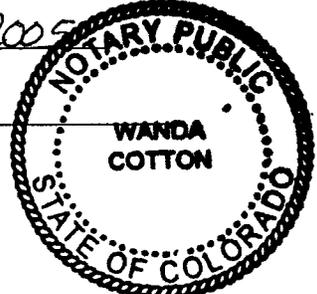


Kathy Thissen  
Notary Public(SEAL)

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

Acknowledged before me this 1<sup>st</sup> day of April, 2002, by Eric C. Williams as President of Land Discovery, Inc and as General Partner of Williams Family Investment Co., RLLP.

WITNESS my hand and official seal. My Commission expires: 2-23-2005.



Wanda Cotton  
Notary Public(SEAL)



602245 04/26/2002 04:00P B1349 P974 M ALSDORF  
29 of 68 R 340.00 D 0.00 GARFIELD COUNTY CO

SECOND AMENDED CASTLE VALLEY RANCH ANNEXATION AGREEMENT  
AND SITE SPECIFIC DEVELOPMENT PLAN AGREEMENT

SCHEDULE OF EXHIBITS

- A Legal Description
- B Parks and Open Space Maintenance Map
- C Procedures for Maintenance of Open Space
- D Existing Filings Water Rights Dedication Charts and Dry-Up Accounting Form
- E Updated PUD Master Plan Map
- F Updated Planned Unit Zoning Guide

Exhibit A

LEGAL DESCRIPTION

A PARCEL OF LAND IN SECTION 29, SECTION 30, SECTION 31 AND SECTION 32, TOWNSHIP 5 SOUTH, RANGE 90 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND SECTION 25, TOWNSHIP 5 SOUTH, RANGE 91 WEST OF THE SIXTH PRINCIPLE MERIDIAN.

BEGINNING AT THE NORTHWEST CORNER OF SECTION 31;  
N. 89 DEGRESS 47'09" E. ALONG THE NORTHERLY LINE OF SAID SECTION 31,  
1336.18 FEET;  
THENCE N. 89 DEGREES 50'00" E. 295.16 FEET;  
THENCE S. 05 DEGREES 30'43" W. 216.66 FEET;  
THENCE N. 66 DEGREES 04'34" E. 21.17 FEET;  
THENCE S. 61 DEGREES 33'33" E. 395.90 FEET;  
THENCE S. 21 DEGREES 58'47" E. 321.67 FEET;  
THENCE S. 06 DEGREES 09'16" E. 387.78 FEET;  
THENCE S. 73 DEGREES 40'00" W. 220.79 FEET;  
THENCE S. 65 DEGREES 09'30" W. 158.39 FEET;  
THENCE S. 85 DEGREES 17'57" W. 460.63 FEET;  
THENCE S. 26 DEGREES 08'36" E. 63.70 FEET;  
THENCE N.89 DEGREES 53'01" E. 3973.93 FEET TO THE WESTERLY LINE OF  
SECTION 32;  
THENCE S. 00 DEGREES 08'24" E. 1193.79 FEET;  
THENCE S. 89 DEGREES 43'48" E. 180.00 FEET;  
THENCE S. 00 DEGREES 16'12" W. 120.00 FEET;  
THENCE S. 89 DEGREES 43'48" E. 1195.15 FEET;  
THENCE N. 01 DEGREES 22'58" W. 2636.82 FEET TO THE SOUTHERLY LINE OF  
SECTION 29;  
THENCE N. 00 DEGREES 59'08" W. 2639.45 FEET;  
THENCE S. 89 DEGREES 51'30" W. 2623.61 FEET;  
THENCE N. 00 DEGREES 30'23" W. 665.26 FEET;  
THENCE S. 89 DEGREES 35'37" W. 1310.82 FEET;  
THENCE S. 00 DEGREES 10'44" E. 652.66 FEET;  
THENCE N. 89 DEGREES 51'26" E. 1315.70 FEET;  
THENCE S. 00 DEGREES 07'14" W. 1330.42 FEET;  
THENCE S. 89 DEGREES 50'56" W. 1328.60 FEET TO THE EASTERLY LINE OF  
SECTION 25, TOWNSHIP 5 SOUTH, RANGE 91 WEST OF THE SIXTH PRINCIPAL  
MERIDIAN;  
THENCE S. 00 DEGREES 10'19" E. 35.95 FEET;  
THENCE S. 38 DEGREES 30'37" W. 1661.07 FEET;  
THENCE N. 89 DEGREES 47'09" E. 1023.79 FEET TO THE POINT OF BEGINNING.



602245 04/26/2002 04:00P B1349 P978 M ALSODRF  
33 of 66 R 340.00 D 0.00 GARFIELD COUNTY CO

602245 04/26/2002 04:00P B13 P979 M ALSODRF  
34 of 66 R 340.00 D 0.00 GARFIELD COUNTY CO



SYI VAN

SCHMUESER | GORDON | MEYER  
ENGINEERS & SURVEYORS

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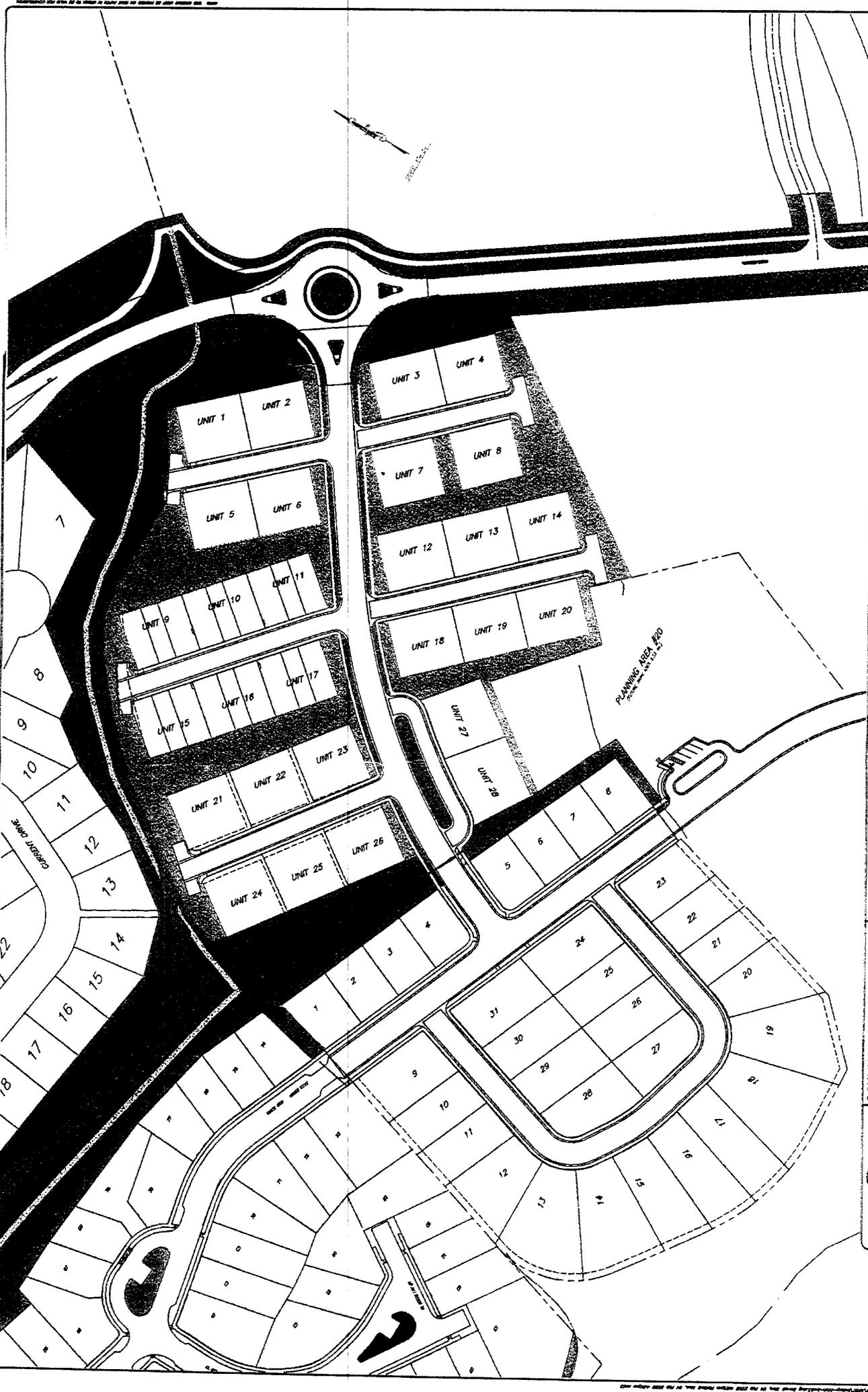
CASTLE VALLEY RANCH

LANDSCAPE  
TYPE & MANAGEMENT  
PLAN

DATE	12/18/01
SCALE	1/2"
PROJECT NO.	2000/09/001
DATE	12/18/01
SCALE	1/2"
PROJECT NO.	2000/09/001

802245 26/2002 04:00P B1349 P98( LSI  
 35 of 88 R 340.00 D 0.00 GARFIELD COUNTY CO

802245 26/2002 04:00P B1349 P98( LSI  
 35 of 88 R 340.00 D 0.00 GARFIELD COUNTY CO

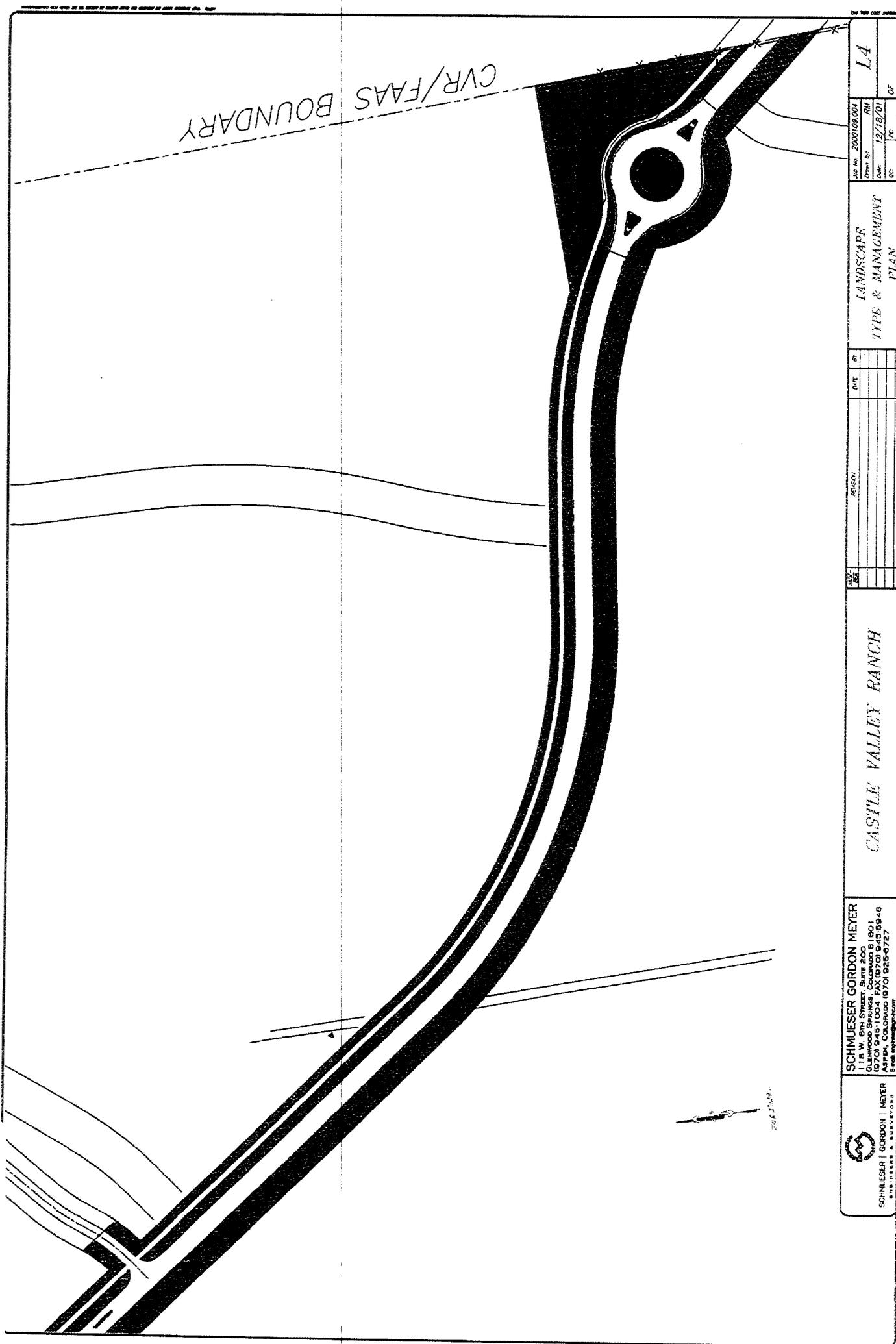


 SCHMIESER   GORDON   MEYER ARCHITECTS & ENGINEERS		SCHMIESER GORDON MEYER 1101 6TH STREET, SUITE 200 ASPEN, COLORADO 81501 (970) 925-1004 FAX (970) 925-5948 Email: <a href="mailto:asm@schmieser.com">asm@schmieser.com</a>	CASTLE VALLEY RANCH	REVIEW DATE BY	LANDSCAPE TYPE & MANAGEMENT PLAN	LOG NO. 2000109.004 DATE 12/18/01 BY OF	13 OF
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6" = 1'

802245 04/28/2002 04:00 B1349 P982 M ALS DORF  
37 of 68 R 340.00 D 0.00 GARFIELD COUNTY CO

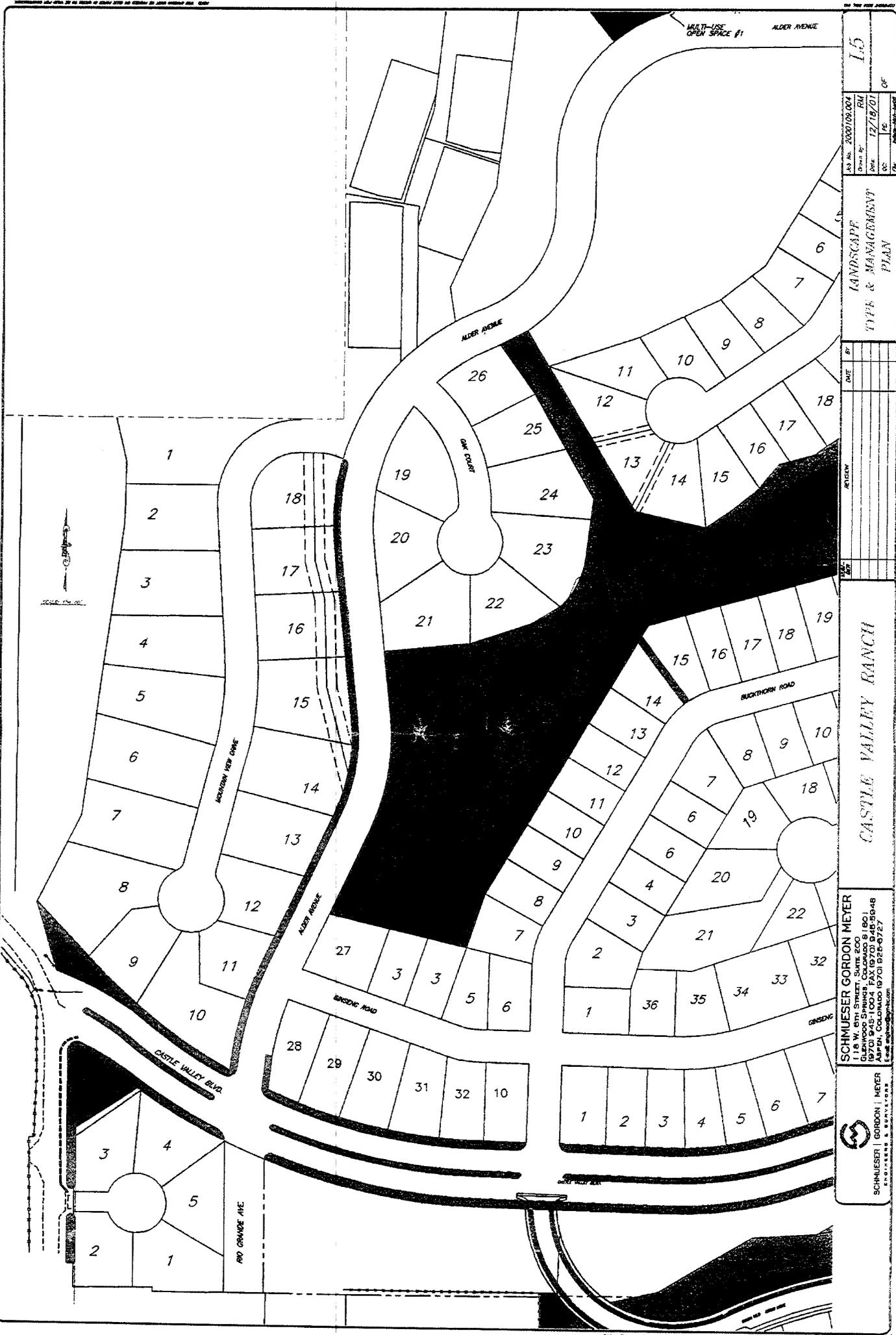
802245 04/28/2002 04:00 B1349 P983 M ALS  
38 of 68 R 340.00 D 0.00 GARFIELD COUNTY CO



 SCHMIESER   GORDON   MEYER ENGINEERS & SURVEYORS	SCHMIESER GORDON MEYER 118 W. 6TH STREET, SUITE 200 GLENWOOD SPRINGS, COLORADO 81601 ASPEN, COLORADO (970) 928-8727 E-mail: eng@sgm.com		CASTLE VALLEY RANCH		REVIEW DATE BY	L.A. 12/18/01	2000/10/04 BM 12/18/01 PE OF
	LANDSCAPE TYPE & MANAGEMENT PLAN		L.A.		12/18/01		2000/10/04 BM 12/18/01 PE OF

602245 04/26/2002 04:00P B1349 P985 M AL  
 40 of 68 R 340.00 D 0.00 GARFIELD COUNTY CO

6022 04/26/2002 04:00P B1349 I M A JORF  
 38 of 68 R 340.00 D 0.00 GARFIELD COUNTY CO



LA 00 No. 2000/09/004  
 Date: 12/19/01  
 15 of 15

LANDSCAPE  
 TYPE & MANAGEMENT  
 PLAN

CASTLE VALLEY RANCH

SCHMUESER GORDON MEYER  
 116 W. 6th Street, Suite 200  
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SCHMUESER | GORDON | MEYER  
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602245 04/26/2002 04:00P B1349 P987 H ALS  
42 of 68 R 340.00 D 0.00 GARFIELD COUNTY CO

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41 of 68 R 340.00 D 0.00 GARFIELD COUNTY CO



16  
Job No. 2000109.004  
Rev. No. 12/18/01  
Date 12/18/01

LANDSCAPE  
TYPE & MANAGEMENT  
PLAN

DATE OF  
REVISION  
BY

CASTLE VALLEY RANCH

SCHMUESER GORDON MEYER  
118 W. 6TH STREET, SUITE 200  
GLENWOOD SPRING, COLORADO 81601  
ASPEN, COLORADO 81701 925-6787

SCHMUESER | GORDON | MEYER  
ARCHITECTS & PLANNERS  
P.O. BOX 1000  
GLENWOOD SPRING, CO 81601

602245 04/26/2002 04 P B1349 P889 M ALSDC  
 44 of 68 R 340.00 D 0.00 GARFIELD COUNTY CO

60224 4/26/2002 04:00P B1349 P9 AL RF  
 43 of 68 R 340.00 D 0.00 GARFIELD COUNTY CO



AS No. 200705.001		RM	17
Cred. By		12/18/01	OF
Date			
Scale			
Title		LANDSCAPE TYPE & MANAGEMENT PLAN	
<b>CASTLE VALLEY RANCH</b>			
SCHMUESER GORDON MEYER ARCHITECTS 2001 S. 200th Street, Suite 200 Golden, CO 80401 (303) 945-1004 FAX (303) 945-9948 Aspen, Colorado (970) 925-6727 <small>© 2001 Schmueser Gordon Meyer Architects</small>			

602245 26/2002 04:00P B1349 P990 SD  
 45 of 68 R 340.00 D 0.00 GARFIELD COUNTY CO

602245 04/26/2002 0. JP B1349 P991 H ALSDA  
 46 of 68 R 340.00 D 0.00 GARFIELD COUNTY CO

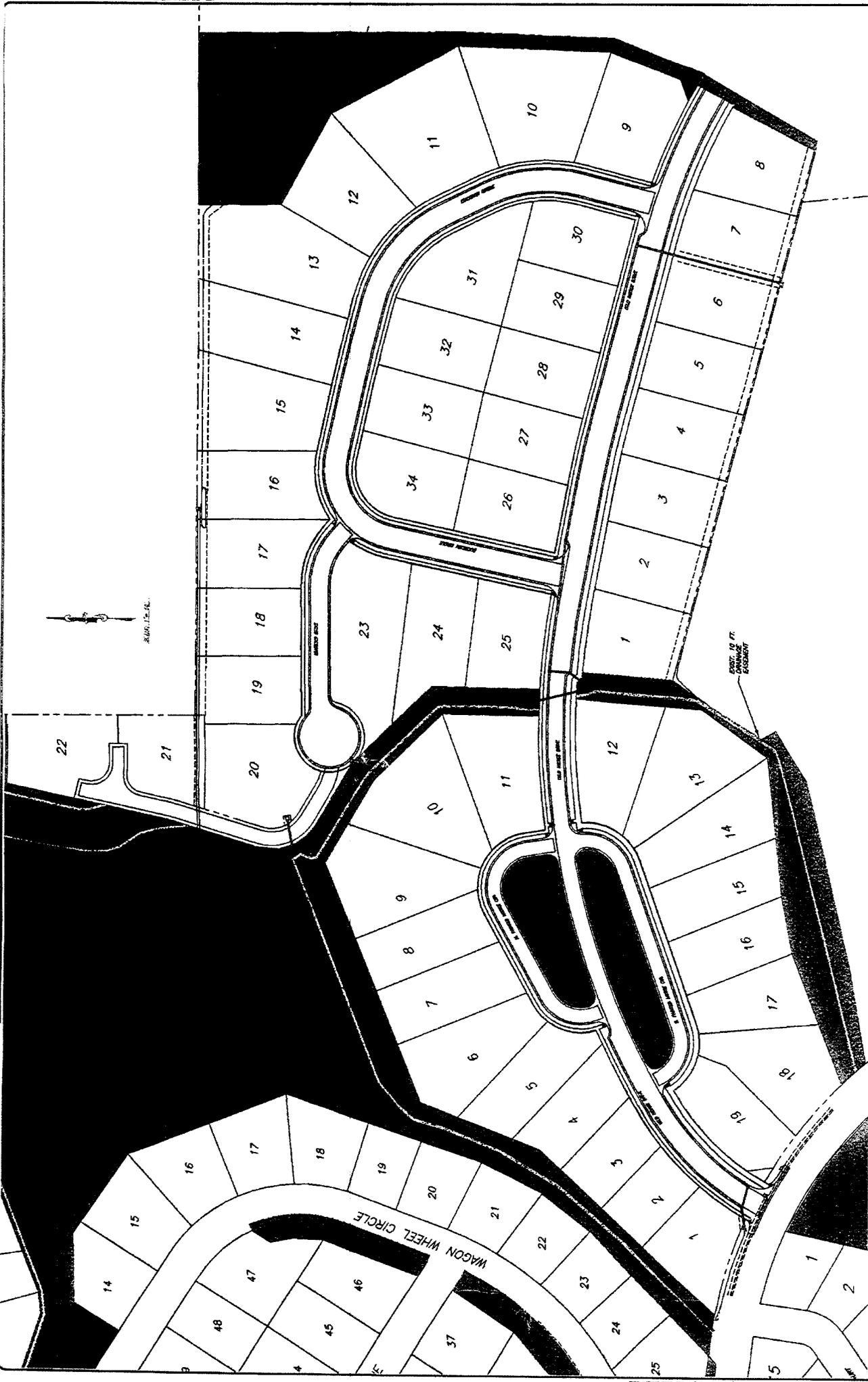


<b>SCHMIESER   GORDON   MEYER</b> ENGINEERS & ARCHITECTS		<b>SCHMIESER GORDON MEYER</b> 116 W. 5th STREET, Suite 600 ASPEN, COLORADO 81501 (970) 925-1004 FAX (970) 925-5048 Email: <a href="mailto:info@sgm.com">info@sgm.com</a>		<b>CASTLE VALLEY RANCH</b>		DATE: _____ REVISION: _____ NO. _____		PLAN NO. 1.0 DATE: 12/18/01 DRAWN BY: RM CHECKED BY: PC SCALE: AS SHOWN	
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THIS PLAN IS THE PROPERTY OF SCHMIESER GORDON MEYER ENGINEERS & ARCHITECTS. IT IS TO BE USED ONLY FOR THE PROJECT AND SITE SPECIFICALLY IDENTIFIED HEREON. IT IS NOT TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF SCHMIESER GORDON MEYER ENGINEERS & ARCHITECTS.

60224 4/26/2002 04:00P 81349 P9  
 47 of 66 R 340.00 D 0.00 GARFIELD COUNTY CO

602245 04/26/2002 04:00P 81349 P993 H ALSDK  
 48 of 66 R 340.00 D 0.00 GARFIELD COUNTY CO



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EXHIBIT C



MAINTENANCE OF OPEN SPACE WITHIN CASTLE VALLEY RANCH

November 19, 2001

The criteria for maintaining the open space within the Castle Valley Ranch PUD has been established in the following Exhibits A & B. Open spaces are owned by the Town of New Castle, Colorado. The procedures have been carefully lined out so there will not be any misunderstanding on the way the open space should look and be maintained.



602245 04/26/2002 04:00P B1349 P997 M ALSDORF  
52 of 68 R 340.00 D 0.00 GARFIELD COUNTY CO

Procedures for maintenance of open space in Castle Valley Ranch  
TOWN OF NEW CASTLE

**Castle Valley Ranch - Maintenance Recommendations**

**Regime A**

**Ornamental Turf**

**DESIRED LOOK—THIS WILL BE A MANICURED, EDGES TRIMMED, NO GRASS CLIPPINGS, GRASS TRIMMED AROUND TREES TYPE LOOK**

**Fertilizer 4 - 5 lbs. N / year - 1 lb. to 1.25 lbs. N per application spaced 8 - 10 weeks apart**

**First application - early to mid April**

**Fertilizer 1 -1.25 # N per 1,000 sq. ft. (regular release)  
Pre-emergent .37 oz. Barricade per 1,000 sq. ft. for crabgrass control**

**Second application - early June**

**Fertilizer 1 - 1.25 # N per 1,000 sq. ft. (regular release)  
Millennium Ultra .74 oz. per 1,000 sq. ft. post-emergent broadleaf weed control**

**Third application - early August**

**Fertilizer 1 -1.25 # N per 1,000 sq. ft (regular release)**



Dry land grasses - semi irrigated, mowed to maintain a somewhat ornamental look.

DESIRED LOOK--- THIS REGIME IS PREDOMINATELY ALONG THE BLVD. THERE WILL BE WAVING WEED AND TRASH FREE GRASS WITH NATIVE SHRUBS AND TREES WHEN PRESENT RISING ABOVE THE GRASS WITH A MEANDERING SHORTER MOWED AREA FROM THE SIDEWALK/CURB TO THE SHRUBS AND TREES. THIS LOOK MAY HAVE TO BE SHORTER UNTIL THE SHRUBS ARE BIG ENOUGH TO RISE ABOVE THE GRASS.

#### Irrigation - April through October

Irrigate to prevent wilting and drought stress. Once established, these grasses can tolerate low amounts of irrigation during most seasons. Establishing the stand from seed will require more irrigation but once established, consider 2 - 4 inches per month to be adequate. Sprinkler heads should be kept clean of any obstacle that would block the path of the sprinkler circumference. Mowing or weed eating around head is recommended.

#### Mowing

Mow often enough to maintain desired look. Mowing 2 times per month, beginning in May and ending in September should produce the desired look but frequency should be dictated by growth rate and should allow for a buffer of 2 - 4 days on both sides of herbicide applications. A path of grass approximately 3 to 8 feet in width next to the curb or sidewalk on Castle Valley Boulevard or any other area that will block sprinklers will be mow more often.

It will be important to keep grass low enough until shrubs are established enough so that the person doing the periodic mowing can see the plants. Mulch and possibly weed barrier with mulch should be put around shrubs so they can establish themselves in the first 2 years of growth. Mowing between the shrubs can be decreased after the second year or when the shrubs are well established.

#### Fertilization

Fertilize with .75 - 1 lb. of Nitrogen per 1,000 sq. ft. once per season from mid September thru October. This only needs to be done the first three years after planting. A slow release carrier such as sulfur-coated urea is preferred, a higher slow release percentage being more desirable. Granular products would probably be most cost effective and easier to spread in these wider spaces. The combination of warm and cool season grasses present would dictate that one application should be sufficient.

In areas where overseeding operations are present and more irrigation is therefore used I would recommend a second fertilizer application .50 - .75 lbs of nitrogen per 1,000 sq. ft. again in some slow release form should be used. Granular products are probably again most cost effective. This would occur sometime in May 2 - 3 weeks after seedlings appear, but should be timed with irrigation activities.

Overseeding operations, no matter what the grass variety are going to require a "spoon feeding" level of maintenance. Proper soil preparation, i.e. adding organic matter, grading and tilling all should be followed according to the seed producers specifications. Irrigation should be monitored according to the rainfall and temperatures. Herbicide applications should be delayed until the grasses are established and preferably until next spring or fall. Mowing should be delayed until

establishment, usually about 6 - 8 weeks. Rates of seed application will be specified by the producer as well as timing. Generally early April into May and again late August into October are the best windows of opportunity for overseeding. The soil should be warm and dry enough to be worked and graded.

### Weed Control

Weed control can be accomplished in a number of different methods and chemicals. The following are some of recommendations:

Two applications per season, early to mid May, Triamine II 2 pints per acre with a spreader - sticker in the mix. Recommended spreader-stickers include Kinetic Sil Energy and induce with rates of 6 - 10 oz. per 100 gallons water.

In mid September, recommend using 2,4-D # 4 Amine at 1 qt. per acre and Banvel at 4 - 6 oz. per acre. Vanquish and Clarity are other products that contain Dicamba and may be substituted for Banvel. Spreader-sticker should also be used in this mixture.

Trimec Classic applied at 1.5 oz per 1000 sq. ft. is another alternative.

Recommend only one application of Dicamba containing herbicides per season. Care should be taken not to exceed the recommendation above.

Both herbicide applications should be spot treatment only, with great care taken to avoid drift onto desirable trees and shrubs. In addition, mowing and irrigation activities should be suspended to allow a 2 - 4 day buffer on both sides of herbicide applications. This should allow maximum absorption and translocation throughout the weeds.

If mechanical weed eaters are used, care should be taken not to come too close to shrubs and trees. Getting of the plants will cause shrubs and trees to die

Mechanical edging along the sidewalks and curbs should be performed once a month.

### Regime C

**DESIRED LOOK**— THIS REGIME IS PREDOMINATELY ALONG THE BLVD. THERE WILL BE WAVING WEED AND TRASH FREE GRASS WITH NATIVE SHRUBS AND TREES WHEN PRESENT RISING ABOVE THE GRASS WITH A MEANDERING SHORTER MOWED AREA FROM THE SIDEWALK/CURB TO THE SHRUBS AND TREES. THIS LOOK MAY HAVE TO BE SHORTER UNTIL THE SHRUBS ARE BIG ENOUGH TO RISE ABOVE THE GRASS.

Irrigation available but limited.

Maintenance in this regime is going to be very similar to that of Regime B, with two exceptions; irrigation and mowing.

Since a less formal look is desired the grasses can be mowed less often, once a month or on an as needed basis. The types of grasses listed are able, once established to require little if any irrigation during the season. Irrigating will be required in establishing seed and possibly during unusually warm spring, but the maintenance company should monitor both of these. No mowing is needed on slopes greater than 20% or 1 to 5.



When shrubs are present in this regime, mechanical weed eaters may be necessary to curtail weeds. It is important that the drip lines are not cut.

Irrigation: Irrigation systems need to be checked bi-weekly (each plant needs to be inspected to make sure it is receiving water),

Fertilization should be performed once per year, from mid September into October with .75 - 1 lb. of Nitrogen being sufficient.

Broadleaf weed control should be performed twice per season on a spot spray basis. Higher rates of Banvel, 6 - 10 oz. per acre, may be considered here as well. In addition to the above listed herbicides, Redeem or Curtail herbicides should be considered if diffuse knapweed or any type of thistle is the target weed. The rate of Redeem is 2 - 3 pints per acre and Curtail at 2.5 quarts per acre, both mixed with the above mentioned spreader-stickers will give good control if applied at rosette to early bolt stages of these weeds. Both products do have limitations on the amount that can be applied during one growing season, but alternating with the Regime B herbicides, spring to fall should give a high level of control.

### Regime D

Low maintenance for open space areas.

**DESIRED LOOK**--- THERE WILL BE WAVING WEED AND TRASH FREE GRASS WITH NATIVE SHRUBS AND TREES WHEN PRESENT RISING ABOVE THE GRASS. THERE MAY BE SOME AREAS WHERE THERE IS LESS GRASS. IT WILL MATCH THE SURROUNDING NATIVE AREA

No irrigation, no fertilization, little mowing except along hiking trails on an as needed basis. Broadleaf weed control should be limited to noxious weeds as defined by the State of Colorado noxious weed act. An individual licensed in rangeland pest control with herbicides at his recommendation should perform treatment. Spot mowing of these noxious weed infestations may be considered as well and performed in mid season (July / August) to prevent seed dispersal and in between spring and / or fall herbicide applications.

In open space areas, away from the root zones of ornamental trees and shrubs; rates of 6 to 10 oz. per acre of Dicamba may be considered to achieve higher levels of weed control.

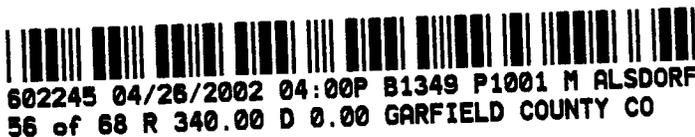
Also in areas where overseeding operations have been performed, I would recommend only one herbicide application with the timing (spring or fall) being opposite of the seeding. Other herbicide labels precautions should also be noted.

### Insect and disease control in grass / turf areas

Insects and diseases are seldom a problem in these areas. Sod webworm and white grubs are occasionally present and need for control is unlikely. Leaf spot diseases, although present, usually require no additional treatments.

### Regime E

Non-turf, shrub areas, such as medians in streets.



DESIRED LOOK--- THIS WILL BE WEED AND TRASH FREE NATIVE SHRUBS AND TREES THAT WILL PROVIDE A NATURAL BUFFER BETWEEN TRAFFIC LANES

Maintenance Company should monitor shrubs for broken limbs, trash in medians, bare spots in mulch and general upkeep on a weekly basis. Also, drip or spray irrigation should be checked bi-weekly as well.

Shrubs should be trimmed to a 4-foot height within 200 feet of any intersection to maintain the sight line for vehicles at the intersection.

Weed control should consist of a backpack sprayer with a 1.5 - 2% solution of Roundup Pro, spot treating of emerged weeds. In areas where shrubs are close together, a swab applicator may be necessary. Care should be taken not to spray desirable trees and shrubs with Roundup mixture and from time to time, hand pulling of weeds near trees should be considered to prevent herbicide damage. However, weeds should be either pulled or sprayed, not both. To maintain a weed free landscape, I recommend going through all non-turf areas on a weekly basis and spot spraying for weeds.

The springtime application of pre-emergent herbicides to these areas may be weighed against the cost.

### Regime F

Spillway from pond to wetland.

DESIRED LOOK--- THIS WILL BE WEED AND TRASH FREE WITH SCATTERED GRASSES, SHRUBS AND TREES THAT WILL PROVIDE A NATURAL BLENDED ENVIRONMENT WITH THE SURROUNDING AREAS IT PASSES THROUGH.

Spot treat weeds with Rodeo herbicide 1.5 - 2% solution mixed in a backpack sprayer and monitored month. Wetland area should also be monitored for Purple Loosestrife (Lythrum Sp.) an invasive aquatic weed. If present, spot treat with Rodeo at same solution and tank mixed with aquatic label 2,4-D at 2 - 4 oz. per 3 gallons. Canada Thistle is also often present in wetland situations and should be treated in wetland situations and should be treated in early growth stages with aquatic label 2,4-D at 1 qt. per acre, spot sprayed. Two applications per season may be required for Thistle infestations.

### Regime G

Trails in native areas.

DESIRED LOOK--- THIS WILL BE WEED AND TRASH FREE WITH SCATTERED GRASSES, SHRUBS AND TREES THAT WILL PROVIDE A NATURAL BLENDED ENVIRONMENT WITH THE SURROUNDING AREAS. THE TRAILS WILL BE MOWED ENOUGH SO THAT TRAIL CAN BE IDENTIFIED AS SUCH AND MAINTENANCE CAN BE KEPT UP EASILY.

Trails monitored for trash every 2 weeks. Trails will likely need to be mowed 2 times per season, depending on desired look. If trail is being overgrown with grass, it needs to be mowed. Also, weeds should be spot sprayed with Roundup from a backpack sprayer on a monthly basis depending on weed presence. Usage will keep weed presence down and may dictate spot spraying needs to be less often than above.

602245 04/26/2002 04:00P B1349 P1002 M AL. F.  
57 of 68 R 340.00 D 0.00 GARFIELD COUNTY CO

Herbicide applications along trails and in other such public areas are more frequently coming under scrutiny. The chosen licensed contractor should be reminded to use extreme caution and spot spraying should be used over blanket applications when possible. Blanket application can not be used in median. Pre-posting applications is also a good idea as well as off time applications. Also, a "few more weeds, little less spraying" attitude is generally becoming the practice in urban areas.

### **Recommendations on trees**

For the first 3 years after planting with Coron fertilizer 18-2-4 at 1 gal. per 100 gallons. Apply at time of planting or shortly after, using 64 oz. of mixture per inch of diameter breast height of tree.

Throughout the year, but more so during times of no irrigation such as winter, newly planted trees and shrubs should be monitored for moisture in the root zone.

Wire should be put around the trunks of the trees that are isolated from homes that would allow free access to game causing damage to trees such as roundabouts, PA 6 & 7 Parks, Castle Valley Blvd east of PA 21, PA 4 tree lawn and entries, and any other area so determined. Initial wire the first year after planting will be provided by CVR Development. This wire will be put up in early October and taken down in April. Temporary storage can be used at Castle Valley Ranch by contacting Eric C. Williams for location.

Insect pests may be a problem on certain tree and shrub species and these should be monitored and treated by a licensed tree contractor. Preventative sprays, especially for borers may be needed.

### **Maintenance Journals**

A journal shall be kept on all activities performed on different regimes. These will be kept up daily and available for inspection at any time. Journal shall state date, job being performed, number of personnel working, and time spent doing job. Activity journal will be turned in with the monthly billing.

### **Contractor responsibility**

Contractor is responsible for replacing mowed over shrubs, gerted shrubs and trees and sprinkler heads. If extra safety measures are needed so this will not happen, arrangements with the proper authorities should be suggested. Contractor will have trained personnel that are conscientious about the desired outcome and look that Castle Valley Ranch is trying to accomplish. Written procedures and shrub identification for personnel are suggested so there is not confusion. Action will be taken to identify shrubs and plants before each mowing and weed control operation in the different regimes in order not to damage the shrubs and trees.

  
602245 04/26/2002 04:00P B1349 P1003 M ALSDORF  
58 of 68 R 340.00 D 0.00 GARFIELD COUNTY CO

EXHIBIT D

CASTLE VALLEY RANCH P.U.D.  
 ACCOUNTING FORM  
 WATER RIGHT DEDICATION DRY-UP

DEVELOPMENT			<u>601.39</u> EQR's
(1)	Number of EQR's Developed		<u>        </u> EQR's
(2)	Number of EQR's Proposed in Filing		<u>        </u> EQR's
(3)	Number of EQR's for Raw Water Irrigation Developed		<u>35.28</u> EQR's
(4)	Number of EQR's Proposed for Raw Water Irrigation in Filing		<u>        </u> EQR's
(5)	Total No. of EQR's		<u>636.67</u> EQR's

AMOUNT OF DRY UP

A	CORYELL DITCH	(UP TO 140 ACRES)		
			<u>EQRs</u>	<u>Acres/EQR</u>
(6)	EQR's X 0.10 Acres/EQR		636.67	0.1
(7)	Total Dedicated Acres Coryell Ditch to date			<u>63.667</u> Acres
B	RED ROCK DITCH	(UP TO 193 ACRES)		
			<u>EQRs</u>	<u>Acres/EQR</u>
(8)	EQR's X 0.10 Acres/EQR			0.1
(9)	Total Dedicated Acres Red Rock ditch to date			<u>0</u> Acres

WATER RIGHT DEDICATION

C	CORYELL DITCH	(UP TO 140 ACRES)		
			<u>Acres</u>	<u>cfs/Acres</u>
(10)	Acres X 0.020 cfs/acre (Priority #11)		63.667	0.02
(11)	Acres X 0.035 cfs/acre (Priority #220-S)		63.667	0.035
				<u>1.2733</u> cfs
				<u>2.2283</u> cfs
D	RED ROCK DITCH	(UP TO 193 ACRES)		
(12)	Acres X 0.019 cfs/acre (First Priority)			<u>        </u> cfs
(13)	Acres X 0.0016 cfs/acre (Second Priority)			<u>        </u> cfs
(14)	Acres X 0.032 cfs/acre (Third Priority)			<u>        </u> cfs

DEVELOPMENT REMAINING

(15)	Acres Remaining under Coryell Dry-up		<u>76.333</u> Acres
(16)	Acres Remaining under Red Rock Ditch Dry-up		<u>193</u> Acres

TABLE 1

WATER RIGHTS DEDICATION  
 CASTLE VALLEY RANCH  
 TO  
 TOWN OF NEW CASTLE

DEDICATION AMOUNT:

CORYELL DITCH, PRIORITY 11 @ .002 CFS/ EQR  
 CORYELL DITCH, PRIORITY 220-S @ .0035 CFS/ EQR  
 DRY-UP ACRES @ 1 ACRE/10 EQR

FILING	DEVELOPMENT TYPE	NO. OF UNITS	EQR RATIO	TOTAL EQR	DEDICATION (CFS)		DRY-UP ACRES
					PRI 11	PRI 220-S	
1	SINGLE-FAMILY	323	1.00	323	0.6460	1.1305	32.30
	MULTI-FAMILY	50	1.00	50	0.1000	0.1750	5.00
	DUPLEX	14	1.00	14	0.0280	0.0490	1.40
	IRRIGATION*	33100		2.21	0.0044	0.0077	0.22
2 incl. in filing 1	SINGLE FAMILY	0	1.00	0	0.0000	0.0000	0.00
	MULTI-FAMILY	0	1.00	0	0.0000	0.0000	0.00
3 (PA4)	SINGLE FAMILY	50	1.00	50	0.1000	0.1750	5.00
	MULTI-FAMILY	0	1.00	0	0.0000	0.0000	0.00
3 (PA5)	SINGLE FAMILY	16	1.00	16	0.0320	0.0560	1.60
	MULTI-FAMILY	0	1.00	0	0.0000	0.0000	0.00
4 (PA3)	SINGLE FAMILY	29	1.00	29	0.0580	0.1015	2.90
	MULTI-FAMILY	0	1.00	0	0.0000	0.0000	0.00
	IRRIGATION*	10000		0.67	0.0013	0.0023	0.07
5	SINGLE FAMILY	53	1.00	53	0.1060	0.1855	5.30
	MULTI-FAMILY	0	1.00	0	0.0000	0.0000	0.00
6	SINGLE FAMILY	31	1.00	31	0.0620	0.1085	3.10
	MULTI-FAMILY	84	0.25	21	0.0420	0.0735	2.10
SCHOOL	350 STUDENTS **	1	11.52	11.52	0.0230	0.0403	1.15
TOTAL		650	N/A	601.39	1.2028	2.1049	60.14

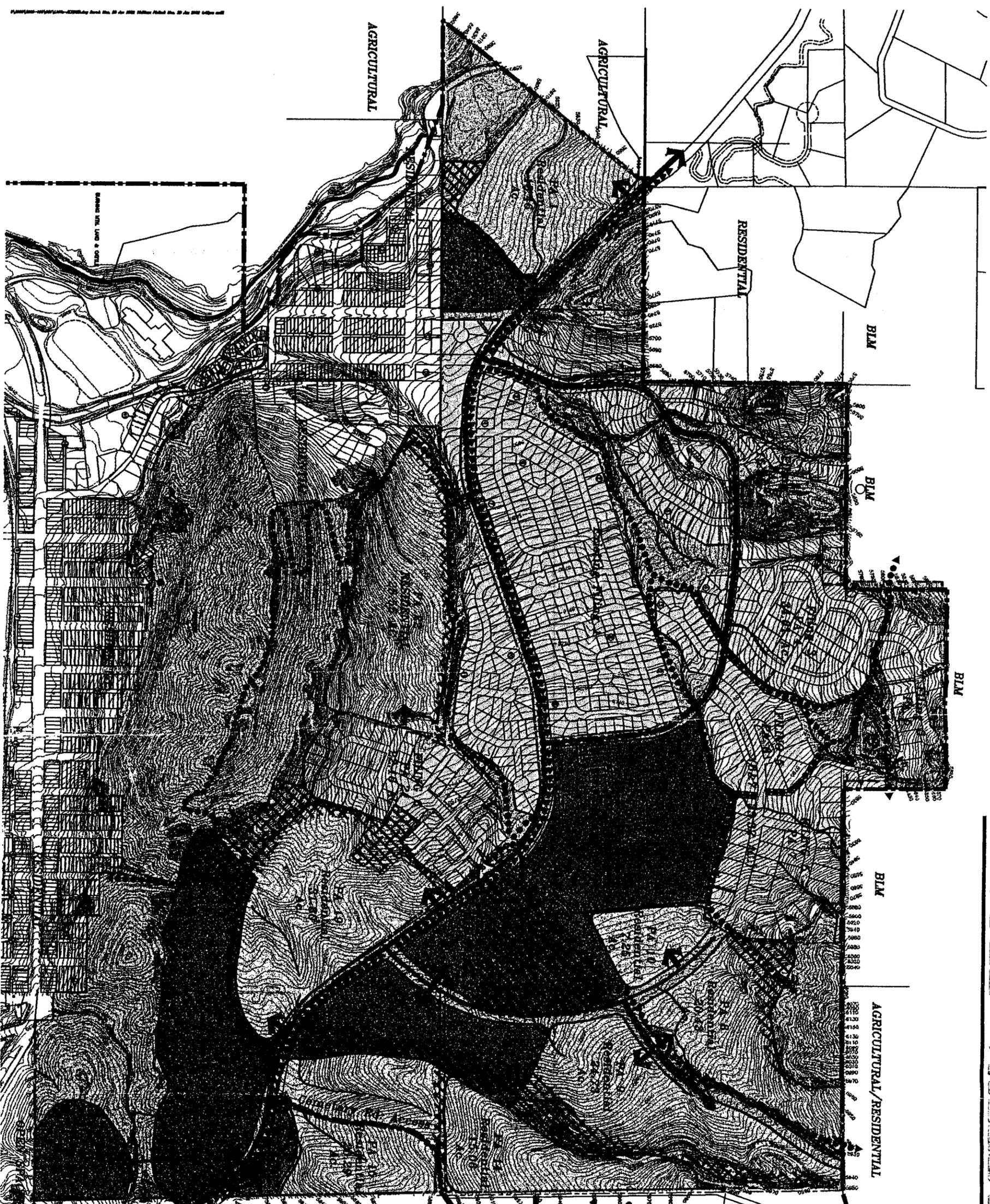
\* IRRIGATION UNITS IN SF. SPRINKLER IRRIGATION USING MUNICIPAL WATER.  
 .40 EQR PER 6000 SF BASED ON ITEM 10., TOWN'S EQR TABLE.  
 \*\* EQUAL TO 11.52 EQR BASED ON ITEM 8., TOWN'S EQR TABLE.

TABLE 2  
 WATER IRRIGATION - PARKS AND OPEN SPACE  
 CASTLE VALLEY RANCH

FILING	DESCRIPTION	AREA	EQR(1)	WATER RIGHT DEDICATION(2)		
				PRI 11	PRI 220-S	DRY-UP
		ACRES		CFS	CFS	ACRES
	Castle Valley Blvd Rndbt & islands	0.4	1.16	0.0023	0.0041	0.12
1		3.04	8.83	0.0177	0.0309	0.88
3 (PA4)	MU-1	0.12	0.35	0.0007	0.0012	0.03
	POS-4	0.14	0.41	0.0008	0.0014	0.04
	POS-5	0.14	0.41	0.0008	0.0014	0.04
	POS-6	0.23	0.67	0.0013	0.0023	0.07
	POS-7	0.15	0.44	0.0009	0.0015	0.04
3 (PA5)	MU-2	0.16	0.46	0.0009	0.0016	0.05
	MU-3	0.15	0.44	0.0009	0.0015	0.04
4 (PA3)	MU-1	0.03	0.09	0.0002	0.0003	0.01
	MU-2	0.20	0.58	0.0012	0.0020	0.06
	POS-2	0.80	2.32	0.0046	0.0081	0.23
5 (PA6)	MU-1	0.30	0.87	0.0017	0.0030	0.09
	MU-2	0.29	0.84	0.0017	0.0029	0.08
	MU-3	0.12	0.35	0.0007	0.0012	0.03
	MU-4	0.14	0.41	0.0008	0.0014	0.04
	MU-5	0.05	0.15	0.0003	0.0005	0.01
	MU-6	0.05	0.15	0.0003	0.0005	0.01
5 (PA7)	MU-5	0.05	0.15	0.0003	0.0005	0.01
	MU-6	0.05	0.15	0.0003	0.0005	0.01
6 (PA21A)	MU-1	0.21	0.61	0.0012	0.0021	0.06
	MU-2	0.03	0.09	0.0002	0.0003	0.01
	COMMON	4.55	13.21	0.0264	0.0462	1.32
	POS-3	0.71	2.06	0.0041	0.0072	0.21
6 (PA21B)	MU-1	0.04	0.12	0.0002	0.0004	0.01
TOTAL		12.15	35.28	0.0706	0.1235	3.53

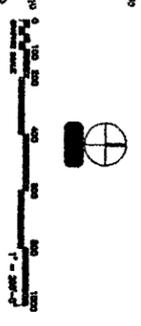
(1) Based on .4 EQR per 6000 sf of irrigation  
 (2) Based on .002 CFS and .0035 CFS per EQR respectively.

UPDATED MASTER PLAN MAP  
**CASTLE VALLEY RANCH**



Legend

- Residential
- Mixed Use
- Open Space
- Potential New Open Space
- School Site - Existing
- Natural Trails
- Concrete/Asphalt Trails
- Trailhead
- Roadways
- Potential Parcel Entrance



RNL  
 04-21-00

EXHIBIT  
 E

Exhibit F

**UPDATED PLANNED UNIT ZONING GUIDE**

**Purpose**

This document is intended to replace and amend the Castle Valley Ranch PUD Zoning Regulations as currently found in Section 13-22-010 of the Municipal Code of New Castle, Colorado.

**Relationship of this Document to the Town of New Castle Municipal Code**

The relationship of the Castle Valley Ranch Planned Unit Development Guide to the Town of New Castle Municipal Code is as follows:

- (1) The Castle Valley Ranch PUD is a separate zone district within the town of New Castle and the area included in the approved Castle Valley Ranch PUD is identified on the zoning map of the Town of New Castle.
- (2) The Planned Unit Development Guide designates general PUD zone districts and zone district requirements that shall apply to all site specific PUD development plan proposals for each phase of development of the Castle Valley Ranch PUD.
- (3) The Planned Unit Development Guide specifies those uses permitted outright or by conditional use per zoning district contained within the Castle Valley Ranch PUD Development and shall apply to all site specific PUD development plan proposals for each phase of development of the Castle Valley Ranch PUD.
- (4) The Planned Unit Development Guide states bulk and density criteria and standards that will apply to all site specific PUD development plan proposals for each phase of development of the Castle Valley Ranch PUD and are intended to replace the yard and bulk definition requirements stated in Chapter 13-04 of the Town of New Castle Municipal Code.
- (5) In accordance with and subject to the procedures and standards set forth in Title 14 of the New Castle Code, the uses, densities, and other restrictions of each of the zone district classifications listed below may be modified or amended as part of the PUD development plan process for future filings, and the precise zone district text for each filing shall be determined at the time of approval of a final PUD development plan for that filing.

  
602245 04/26/2002 04:00P B1349 P1009 M ALSDORF  
64 of 68 R 340.00 D 0.00 GARFIELD COUNTY CO

## Established Zone Districts

Castle Valley Ranch, a Planned Unit Development District, is further divided into the following Zone District Classifications:

- (1) **Residential**
  - (a) **SF-1:** Large lot single family detached residential district providing lower density housing in areas for larger lots.
  - (b) **SF-2:** Small lot single family detached residential district allowing for a variety of single family housing alternatives within Castle Valley Ranch.
  - (c) **MF-1:** Multi-family townhouse and patio home district allowing for creative approaches to development with housing alternatives that are sensitive to existing and surrounding land uses.
  - (d) **MF-2:** Multi-family district allowing higher density including apartments.
- (2) **Mixed Use**
  - (a) **MU-1:** Mixed use district providing a mix of residential and non-residential land uses within close proximity to each other that are suitably located within the Community Core. All residential uses shall conform to the requirements of the SF-1, SF-2, MF-1, or MF-2 zones described above, which shall be determined (or may be modified) at the time of approval of a PUD Development Plan for property within an MU-1 zone.
  - (b) **MU-2:** Mixed use district providing a mix of residential and light industrial, office uses within close proximity to each other where complementary business uses may be permitted, and where higher intensity uses will be permitted that may not be suitable within the Community Core. All residential uses shall conform to the requirements of the SF-1, SF-2, MF-1, or MF-2 zones described above, which shall be determined (or may be modified) at the time of approval of a PUD Development Plan for property within an MU-2 zone.
- (3) **Open Space and Parks**
  - (a) **OS/P:** Open space and parks district providing recreation and open space opportunities to the community of Castle Valley Ranch and the Town of New Castle.

## Schedule of Permitted Land Uses

**Purpose and Intent:** The purpose of the schedule of permitted uses of land is to show which uses are permitted, conditionally permitted, or prohibited. No person shall use any land within Castle Valley Ranch PUD except according to the following schedule of uses.

602245 04/26/2002 04:00P B1349 P1010 .ALSDORF  
65 of 68 R 340.00 D 0.00 GARFIELD COUNTY CO

602245 04/26/2002 04:00P B1349 P1011 M ALSDORF  
66 of 68 R 340.00 D 0.00 GARFIELD COUNTY CO

Use	OS/P	SF-1	SF-2	MF-1	MF-2	MU-1	MU-2
Detached dwelling units	★	P	P	P	★	P	P
Attached dwelling Units with rear yards	★	★	★	P	P	P	P
Patio homes/dwelling units oriented to the side of the lot	★	★	P	P	P	P	P
Attached dwelling units in structures containing more than two units	★	★	★	P	P	P	P
including detached garages/studios and granny flats	★	P	P	P	P	P	P
Child care facilities	★	C	C	C	C	P	P
Churches, synagogues, chapels and temples	★	C	C	C	C	P	P
Fire stations	C	C	C	C	C	C	C
technical & administrative	★	★	★	★	★	P	P
Banks	★	★	★	★	★	P	P
Personal service shops	★	★	★	★	★	P	P
Restaurants & taverns	★	★	★	★	★	P	P
Gasoline service	★	★	★	★	★	P	P
Retail businesses	★	★	★	★	★	P	P
Office Warehouse	★	★	★	★	★	P	P
Warehouses & storage (other than office warehouse)	★	★	★	★	★	★	P
Manufacturing uses	★	★	★	★	★	★	P
Service industrial uses	★	★	★	★	★	★	P
Parking facilities	P	C	C	P	P	P	P
Public parks, playgrounds and related accessory structures 5,000 sq. ft. or less	P	P	P	P	P	P	P
Private parks and playgrounds and related accessory structures 5,000 sq. ft. or less	★	P	P	P	P	P	P
Recreation facilities including, but not limited to health facilities, hobby rooms, activity rooms, meeting rooms, pools, gymnasiums, ball fields, tennis or basketball courts, volleyball courts, and any building of fields or play surfaces designated for	P	P	P	P	P	P	P
Pedestrian and bicycle trails	P	P	P	P	P	P	P

602245 04/26/2002 04:00P B1349 P1012 M L DOORF  
67 of 88 R 340.00 D 0.00 GARFIELD COUNTY CO

Use	OS/P	SF-1	SF-2	MF-1	MF-2	MU-1	MU-2
Private horse stables	★	C	★	★	★	★	★
Entry & Monumentation	P	C	C	C	C	C	C
Open Space & Parks	P	P	P	P	P	P	P
Scientific, environmental, or interpretive educational uses	C	★	★	★	★	★	★

P: permitted uses  
C: conditional uses  
★: use prohibited

### Bulk and Density Standards

**Purpose and Intent:** The purpose of the bulk density is to indicate the requirements for building location and height in both residential and non-residential developments. Also included are regulations indicating the lot area, setbacks and fence heights.

Zoning Requirements	OS/P	SF-1	SF-2	MF-1	MF-2	MU-1	MU-2
Minimum lot area	n/a	8,000 sq. ft.	4,000 sq. ft.	2,200 sq. ft.	2,200 sq. ft.	n/a	n/a
Minimum lot area per dwelling unit	n/a	8,000 sq. ft.	4,000 sq. ft.	2,200 sq. ft.	1,600 sq. ft.	n/a	n/a
Minimum lot frontage	n/a	none	none	none	none	none	none
Maximum floor area/land ratio	n/a	n/a	n/a	n/a	n/a	0.6:1	0.6:1
Maximum principal building height	35'	35'	35'	35'	40'	40'	40'
Maximum accessory building height	20'	20'	20'	20'	20'	25'	25'
Minimum front yard setback	n/a	25'	18'	18'	18'	15'	15'
Minimum front yard setback with side-on garage	n/a	15'	10'	10'	10'	n/a	n/a
Minimum side yard setback	n/a	8'	5'	0'	0'	5'	5'
Minimum distance between buildings, not including architectural projections of up to 2 feet	n/a	16'	10'	10'	10'	10'	10'

602245 04/26/2002 04:00P B1349 P1013 M MLSDORF  
 68 of 68 R 340.00 D 0.00 GARFIELD COUNTY CO

Zoning Requirements	OS/P	SF-1	SF-2	MF-1	MF-2	MU-1	MU-2
Minimum side yard setback adjacent to Castle Valley Blvd	n/a	25'	20'	20'	20'	20'	20'
Minimum side yard setback adjacent to collector street	n/a	15'	15'	15'	15'	15'	15'
Minimum rear yard setback	n/a	20'	10'	10'	10'	10'	10'
Maximum front yard fence height, fencing facing and visible from street, or located closer than 6 feet behind the front of the principal structure towards the street.	n/a	42"	42"	42"	42"	n/a	n/a
Maximum side yard fence height	n/a	72"	72"	72"	72"	n/a	n/a
Maximum rear yard fence height	n/a	72"	72"	72"	72"	n/a	n/a
Maximum rear and side yard fence height adjacent to public road (in.)	n/a	60"	60"	60"	60"	n/a	n/a
Minimum setback, rear and side yard fence adjacent to public road (ft.)	n/a	15'	10'	10'	10'	n/a	n/a

**Parking Requirements**

All off-street parking spaces and loading areas shall be provided as per the requirements and provisions set forth in Chapter 13-4 of the Town of New Castle Municipal Code.

**TOWN OF NEW CASTLE, COLORADO  
ORDINANCE 2012-3**

AN ORDINANCE OF THE NEW CASTLE TOWN COUNCIL  
AMENDING THE MUNICIPAL CODE TO INCLUDE A PROVISION FOR  
THE EXTENSION OF VESTED RIGHTS.

WHEREAS, Town Staff has been approached by various parties about the ability to extend previously granted vested rights; and

WHEREAS, historically, the Town has not had a process for extending vested rights, which would effectively require the filing of a new land use application in order to request such an extension; and

WHEREAS, the Town recognizes that recent economic conditions have disrupted the anticipated pace of development, which may be grounds for extending vested rights in certain circumstances; and

WHEREAS, the Town is empowered by C.R.S. § 24-68-101 *et seq* and the Town's home rule powers to set the period of vested rights granted to a project; and

WHEREAS, the Town desires to consider amendments to the New Castle Municipal Code to amend the vested rights provisions concerning the granting of extensions.

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

1. Recitals. The foregoing recitals are incorporated herein as findings and determinations of the New Castle Town Council.
2. Amendment. The Town Council hereby amends the Town of New Castle Municipal Code to add a new section as follows:

**16.36.081 – Extension of approval—Process, Criteria.**

Town council may extend the period of vesting found in either a site-specific development plan or site specific development plan agreement upon written request by the applicant. Town council may review such a request in either a public meeting or noticed public hearing, as the council determines is necessary in its sole discretion. In order to grant an extension the applicant shall assert and the town council shall find that:

1. Circumstances beyond the control of the applicant have changed such that the original period of vesting set forth in the site specific development plan or agreement is no longer sufficient to address the proposed phasing or development of the project in its original approved form.

2. The applicant is otherwise in substantial compliance with the terms and of the original site specific development plan approval and agreement, including any provision of payment fees, of the municipal code generally, and specifically the provisions of this chapter.

Council may condition any approval of an extension upon such requirements as may be necessary to address the changed circumstances surrounding the development of the property or project, including an amendment to any provision of any existing site specific development plan agreement. Any approval shall be in the form of a recordable resolution. Any request to extend vested rights for a period of more than three (3) years in addition to the original vested rights period shall require that the applicant and the town enter into a new or amended site specific development plan agreement on terms acceptable to the town council; provided, the council may still require such an agreement or amendment for shorter extensions in the council's discretion.

3. Effective Date. This Ordinance shall be effective fourteen days after final publication pursuant to section 4.3 of the Town Charter.

INTRODUCED on July 17, 2012, at which time copies were available to the Council and to those persons in attendance at the meeting, read by title, passed on first reading, and ordered published in full and posted in at least two public places within the Town as required by the Charter.

INTRODUCED a second time at a regular meeting of the Council of the Town of New Castle, Colorado on August 7, 2012, read by title and number, passed without amendment, approved, and ordered published as required by the Charter.

TOWN OF NEW CASTLE, COLORADO

By: Frank Breslin  
Frank Breslin, Mayor

ATTEST:

Melody Harrison  
Melody Harrison, Town Clerk

