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AUG 27 2013

Town of
New Castle, CO

Request To Amend Current Conditional Use Permit

August 27, 2013

This application is a request to amend the conditional use permit (CUP) for the construction of a permanent clubhouse and cart storage facility at Lakota Canyon Ranch Golf Club. The clubhouse will be single story, approximately 6300 square feet in size, and wood frame construction. The interior and exterior will feature natural wood, exposed beams, and real stone all conforming to the Adirondack or Mountain Rustic style of architecture. The amenities will include a full service restaurant, a fully stocked pro shop, offices, expansive decks, and seating to handle large events and banquets. This design is focused on fitting in to the existing community and taking advantage of the spectacular views Lakota Canyon Ranch has to offer. The clubhouse will be located on approximately the same footprint as the existing temporary clubhouse.

The Cart Barn will be located directly across Clubhouse Drive next to the driving range. It will be approximately 5500 square feet in size, metal construction with natural wood siding, colored roof, downcast lighting, windows, etc to bring the design features in line with the community. The side walls will be 8 feet tall, with a 4/12 roof pitch, which coupled with heavy landscaping will cut the visibility of the building to a minimum. We would like to keep the parking and access to the building a road base material to give us some flexibility when and if we decide to develop north of the proposed cart storage, this would be temporary and be paved once a direction is decided.

Construction will begin the end of September or the beginning of October and should be complete in 8 to 10 months.

The clubhouse and cart barn will employ approximately 10 to 15 employees and provide a good source of sales tax revenues through food & beverage, and pro shop sales.

Conditional Use Permit Requirements:

Submittal requirements:

- (1) An application signed by the owner of the property or by an applicant with a notarized written authorization from the property owner

Comment – See Attached

- (2) Legal description of the property

Section: 29 Township: 5 Range: 90 PARCEL A-1 (GOLF COURSE) 2ND AMENDED EXEMPTION PLAT OF LAKOTA CANYON RANCH FKA EAGLES RIDGE RANCH. ALSO TRACTS OF LAND CONT. 4.1 AC +/- AS DESC IN BNDY LINE ADJ PLAT REC #7422570 AND EXCEPT 1.818AC +/- ALSO DESC. IN SAME PLAT.

- (3) Proof of ownership of the land

Comment – See Attached

(4) A written narrative describing the application and description of the proposal

Comment – See Introduction

(5) A vicinity map showing the location of the property in relation to the surrounding parcels

Comment – See Drawing

(6) Drawing and Report Requirements. All plans shall be drawn to scale and submitted on twenty-four (24) by thirty-six (36) inch sheets and include the following information:

- a. Legal description including section, township and range.
- b. Name, address and phone number of the owner, applicant and person preparing the map.
- c. North arrow, date and scale that shall not exceed one inch equals fifty (50) feet.
- d. Accurate dimensions of all information shown on the map.
- e. All engineering, drainage and surveying shall be prepared by a professional engineer licensed in the state of Colorado (as applicable)

Comment – See Drawing

Site plan requirements:

Comment – See Drawing

(1) Adjacent land uses and location of adjacent structures; location of proposed buildings, utilities and other improvements; boundary location, size of lot and setbacks.

(2) Location and number of *off-street parking spaces and loading areas (17.76).

(3) Traffic circulation patterns indicating the direction of traffic, location of entries/exits and relationships of parking areas to entrances and exits of the buildings (ingress and egress)

(4) Location of service and refuse collection areas

(5) Location of all signs indicating size, shape and height

(6) Area and location of open space and landscape spaces

(7) Location, height, wattage, design specifications and lighting patterns of all outdoor lighting.

(9) Irrigation system (temporary for 2 years to irrigate landscape – permanent if you choose to do so)

(10) Compliance with performance standards

(11) Location and size of easements, power poles, fire hydrants, gas lines, water and sewer lines; anticipate utility requirements

(12) Engineered grading and drainage plan (See #6 above)

(13) Proposed curb cuts:

(14) Architectural illustrations providing enough detail to clearly and accurately depict proposed building elevations for purposes of evaluating design compatibility with adjacent and near-by structures and compliance with Lakota Canyon Ranch PUD design guidelines. Submit a letter of approval from the design review committee of the Lakota Canyon Ranch HOA.

(16) Location, type, size, and quality of all landscaping materials. Landscape materials must have a two-year warranty and all disturbed areas shall be reseeded with native vegetation as approved by Public Works department and guaranteed for two years

(17) Screening. Parking area must be adequately screened from adjoining residential uses by a fence or wall not less than three and one-half nor more than six feet in height or by a strip at least four feet wide of densely planted trees or shrubs with a minimum mature height of three and one-half feet which shall be maintained in good condition at all times and trimmed so as not to exceed six feet in height except for intersections with streets where it shall be less than thirty inches

(18) Lighting. Security lighting shall be provided in all parking areas for use during evening hours. Light shall not be directed towards any adjacent residential uses or public streets. All lighting shall be downcast and dark sky compliant

(19) Snow storage adequately displayed on site plan such that melting snow drains properly

(20) Identify the location of on-site utilities on the Drawing submitted at the time of building permit application and ensure that any permanent construction is not placed within a deeded or platted easement or that any construction within the easement has been approved in advance by the holder of the easement.

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



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

DEVELOPMENT APPLICATION

Applicant: WARRIOR ACQUISITIONS, LLC / WARRIOR GOLF ASSETS, LLC	
Address: 15 MASON IRVINE, CA 92618	Phone: 949-699-2499 FAX: E-mail: WALTER@WARRIORCUSTOMGOLF.COM
Property Owner: SAME	
Address: SAME	Phone: SAME FAX: E-mail:
Contact Person: BOB GIBSON	
Address: 151 CLUBHOUSE DR NEW CASTLE, CO 81647	Phone: 970-270-5009 FAX: 855-207-4499 E-mail: BOB@ROBERTSANDMICHAELS.COM
Property Location/Address: 1000 CLUBHOUSE DRIVE, NEW CASTLE	
Legal Description: SECTION 29 TOWNSHIP 15 RANGE 1 90 PARCEL A-1 (GOLF COURSE) 2ND AMENDED EXEMPTION PART OF LAKOTA CANYON RANCH FKA EAGLES RIDGE RANCH	Acres: 4.1 AND 1.818
Existing Zone (Not sure? Click here for help): OPEN SPACE	
Existing Land Use: TEMPORARY CLUBHOUSE AND VACANT LAND	
TYPE(S) OF LAND USE(S) REQUESTED	
<input type="checkbox"/> Pre-Annexation Agreement <input type="checkbox"/> Annexation <input type="checkbox"/> Subdivision (including Minor and Major Subdivisions, Lot Splits, Sketch Plans, Subdivision Preliminary Plans, Subdivision Final Plans, & Condominiumizations) <input type="checkbox"/> Amended Plat <input type="checkbox"/> Planned Unit Development (including PUD Sketch Plans, Preliminary PUD Development Plans, PUD Master Plans and Final PUD Development Plans) <input type="checkbox"/> Floodplain Development Permit	<input type="checkbox"/> Lot Line Adjustment or Dissolution <input type="checkbox"/> Site Specific Development Plan/Vested Rights <input type="checkbox"/> Variance <input type="checkbox"/> Zoning <input type="checkbox"/> Zoning Amendment <input type="checkbox"/> Re-zoning <input type="checkbox"/> R-1-HC Identification <input type="checkbox"/> Conditional Use Permit or Special Review Use Permit <input type="checkbox"/> Other
This development would create <u>0</u> residences and <u>6300 PLUS 5500</u> square feet of commercial space.	
Applicant must also complete and submit the appropriate <u>checklist</u> for the type of land use requested. Both the applicant and the property owner must sign this application.	
Applicants are encouraged to schedule a pre-application meeting with the Town Administrator and/or Town Consultants prior to submitting this application.	

AGREEMENT TO PAY CONSULTING FEES AND EXPENSES

It is the policy of the Town of New Castle that all land use applications must be filed in the Office of the Town Clerk to receive formal consideration. Please refer to the Town Clerk's Office for all applicable procedures.

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

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

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

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

To comply with this Agreement, I agree to maintain a deposit with the Town from which payments for consultant fees may be drawn. The limit of my liability to reimburse consultant fees pursuant to this Agreement shall be the amount on deposit at any given time; provided, however, I understand that if I fail to pay amounts billed in addition to the deposit or if I fail to replenish the deposit then the Town may refuse to process any applications of any nature whatsoever for the property identified below until such amounts are paid and the deposit is replenished in an amount sufficient to cover anticipated future consultant fees as reasonably determined by the Town of New Castle.

This Agreement shall apply to all matters involving property within the Town of New Castle owned by Warrior Acquisitions, LLC, including its subsidiaries, affiliates, and assigns. Nothing herein shall waive, limit or modify the terms of any annexation agreements, subdivision improvements agreements, or other written contracts between the Town and any current, prior, or subsequent owner of property within Lakota Canyon Ranch PUD.

SO AGREED this 24 day of August, 2012.

WARRIOR ACQUISITIONS, LLC

Walter Bolen

Walter Bolen, authorized agent

15 Mason

Irvine, CA 92618

949-600-8035

Amendment to conditional use permit:

We are requesting a temporary clubhouse located on the west side of the current parking lot. It will be a single wide manufactured structure 16 ft. wide by 60 ft. long. The construction is typical of a HUD approved manufactured home (see pictures) This building will have power, water, and will meet all health and safety codes. This will be used to run golf course operations during construction, and would include handling golfer check in, selling merchandise, and food and beverage sales. Locating the building on site would take place the end of September and be used until construction of the clubhouse is complete. We feel a smaller temporary building is a much better choice because the months it will be in use are typically slower months on golf courses, coupled with the need to utilize space efficiently during construction. We will need to move our liquor license to this new building until the permanent structure is ready.

Warrior

ACQUISITIONS

PROPERTY ACQUISITIONS • MANAGEMENT • DEVELOPMENT

RE: Warrior Acquisitions, LLC and Bob Gibson and
The Town of New Castle Colorado

April 23, 2013

Dear Town of New Castle,

Please accept this letter as consent for Bob Gibson to represent Warrior Acquisition, LLC in matters related to land development for the Lakota Canyon Ranch project.

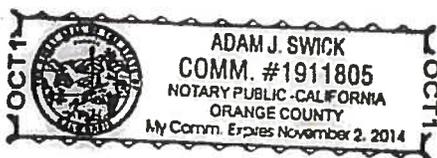
This consent is given with the understanding and requirement that all items related to Warrior Acquisitions, LLC and Warrior Golf Assets, LLC that involve the Town of New Castle and any land development permits, zoning, inspections, and any other matter related to the development of real estate in Lakota Canyon Ranch that Bob Gibson represents Warrior entities on will be copied to both Brendan Flaherty (sirflair@gmail.com) and (Walter@warriorcustomgolf.com).

Walter Bolen



Director of Investment
Warrior Companies

Notary:



15 Mason Suite A, Irvine, CA 92618 • www.warrioracquisitions.com

Phone: (949) 204-1025 x 2808 • Toll Free: (877) 393-3437 • Fax: (866) 863-8941

CONFIRMATION DEED
(CRS §38-38-502)
Public Trustee's Foreclosure Sale No. 11-219

THIS DEED is made July 12, 2012 between Georgia Chamberlain as the Public Trustee in and for the County of Garfield, State of Colorado, grantor and Warrior Acquisitions, LLC, a California limited liability company, grantee, the holder of the certificate of purchase whose legal address is 15 Mason, Irvine, CA 92618, by virtue of an assignment from Alpine Bank whose legal address is 600 East Hopkins Avenue, Suite 001, Aspen, CO 81611.

WHEREAS, the Grantor(s) described below did convey to the public trustee, in trust, the property hereinafter described to secure the payment of the indebtedness provided in said deed of trust:

Original Grantor(s)	Lakota Canyon Ranch Development, LLC, a Colorado limited liability company Lakota Canyon Golf Company, LLC, a Colorado limited liability company Lakota Investment Company, a Colorado limited liability company Whitehorse Village, LLC, a Colorado limited liability company
Original Beneficiary(ies)	Alpine Bank
Current Holder of Evidence of Debt	Alpine Bank
Date of Deed of Trust	June 30, 2006
County of Recording	Garfield
Recording Date of Deed of Trust	July 03, 2006
Recording Information (Reception and/or Book & Page)	701283 Book 1816 Page 332

WHEREAS, a violation was made in certain of the terms and covenants of said deed of trust as shown by the notice of election and demand for sale filed with the Public Trustee; the said property was advertised for public sale at the place and in the manner provided by law and by said deed of trust; combined notice of sale and right to cure and redeem was given as required by law; said property was sold according to said combined notice; and a certificate of purchase thereof was made and recorded in the office of said county Clerk and Recorder; and

WHEREAS, all periods of redemption have expired.

NOW, THEREFORE, the Public Trustee, pursuant to the power and authority vested by law and by the said deed of trust, confirms the foreclosure sale and sells and conveys to grantee the following described property located in the County of Garfield, State of Colorado, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND INCORPORATED HEREIN BY THIS REFERENCE

Also known by street and number as: TBD, New Castle, CO 81647

THE PROPERTY DESCRIBED HEREIN IS ALL OF THE PROPERTY CURRENTLY ENCUMBERED BY THE LIEN OF THE DEED OF TRUST.

To have and to hold the same, with all appurtenances, forever.

Executed on: July 12, 2012

Georgia Chamberlain, Public Trustee in and for the County of Garfield, State of Colorado

Georgia Chamberlain
By: Public Trustee



When Recorded Return to: Oates, Knezevich, Gardenswartz & Kelly, P.C.
533 E. Hopkins
Aspen, CO 81611

I, BOB GIBSON  agree to abide by the following Performance Standards

Date: 4-27-13

17.72.090 - Performance standards

- A. Smoke. No use shall be permitted in any district unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to emission of smoke.
- B. Particulate Matter. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to emission of particulate matter.
- C. Dust, Odor, Gas, Fumes, Glare or Vibration. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to emission of dust, odor, gas, fumes, glare or vibration.
- D. Radiation Hazards and Electrical Disturbances. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to radiation control.
- E. Noise. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to noise.
- F. Water Pollution. No operation shall be conducted unless it conforms to the standards established by the Colorado Department of Public Health's rules and regulations pertaining to water pollution.

Lakota Canyon Ranch Master Association
1512 Grand Ave #109
Glenwood Springs, CO 81601
970-945-7266

August 23, 2013

Warrior Acquisitions
1000 Clubhouse Dr
New Castle, CO 81647

Re: Address of Submittal: 1000 Clubhouse
Submittal Item: **Building**

Dear **Warrior Acquisitions**,

The Design Review Committee (the "DRC") for the Lakota Canyon Ranch Master Association has reviewed the **building application** for the above-referenced lot. **The building was APPROVED with the following conditions as provided in the list below.** Within the scope of our authority pursuant to the Declaration of Covenants, Conditions, and Restrictions ("Declaration") – Section 4 for Lakota Canyon Ranch, and the Lakota Canyon Ranch Design Guidelines, the Committee noted the following:

- None

IMPORTANT NOTIFICATIONS

- 1) As outlined in the *Design Guidelines* and the *Declaration of Covenants, Conditions, and Restrictions for Lakota ("Declaration")*, the purpose of the approval process is to ensure a design consistency in the level of quality and image established for the Lakota community. This includes those identifiable and unifying elements that promote consistency within the community streetscape, while encouraging innovation through custom home building. Review and approval of any application is made on the basis of aesthetic considerations only. Strict compliance to the Design Guidelines and Declaration is the sole responsibility of the Owner. This approval only applies to those specific items outlined above.
- 2) Any contractor, subcontractor, agent, employee, or other invitee of an Owner who fails to comply with the terms and provisions of these *Design Guidelines* may be excluded from the Properties, subject to notice and hearing procedures contained in the Association Policies. Lakota Canyon Ranch Master Association, Inc. has the authority and standing to pursue all legal and equitable remedies available to enforce the provisions of these *Design Guidelines* and the decisions of the DRC.
- 3) Any variance to the *Design Guidelines* must be specifically identified and requested for consideration by the DRC.

- 4) The applicable version of the *Design Guidelines* is the released version at time of Preliminary Plan submittal to the DRC.

ITEMS NOT REVIEWED/APPROVED):

- Setback compliance
- Grading & Drainage Plans
- Compliance to governmental regulations, codes, standards, etc.
- Home configuration with respect to utilities (e.g. storm sewer, phone, etc.)
- Easement recognition

Sincerely,

Lakota Canyon Ranch Design Review Committee

7011 3500 0002 3403 9716

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Total Postage & Fees	\$ 6.11	08/23/2013	

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FRANK & CARLA HEGREN
Street, Apt. No.;
or PO Box No. 205 S. MILL ST
City, State, ZIP+4
ASPEN, CO 81611

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Restricted Delivery Fee (Endorsement Required)	\$0.00		
Total Postage & Fees	\$ 6.11	08/23/2013	

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Street, Apt. No.;
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City, State, ZIP+4
BOULDER CO 80302

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Restricted Delivery Fee (Endorsement Required)	\$0.00		
Total Postage & Fees	\$ 6.11	08/23/2013	

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CVR INVESTORS INC
Street, Apt. No.;
or PO Box No. 1038 COUNTRY CLUB ESTATES DR
City, State, ZIP+4
CASTLE ROCK, CO 80108

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Total Postage & Fees	\$ 6.11	08/23/2013	

Sent To
MAUREEN BANK LIVING TRUST
Street, Apt. No.;
or PO Box No. 2550 WITTER CULCH
City, State, ZIP+4
EVERGREEN, CO 80439

PS Form 3800, August 2006 See Reverse for Instructions

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Restricted Delivery Fee (Endorsement Required)	\$0.00		
Total Postage & Fees	\$ 6.11	08/23/2013	

Sent To
LAKOTA LLC
Street, Apt. No.;
or PO Box No. 2207 SF MORITZ WAY
City, State, ZIP+4
VAL, CO 81657

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Kichler Lighting Seaside 1 Light Pendant in Olde Brick 2713OB



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05/01/2013

~~\$114.00~~ **\$102.60** per each

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Related Product



[Kichler 8022OB](#)
Seaside 1 Light Outdoor Wall Lantern In Olde Brick

\$56.70



[Kichler 801302](#)
Seaside 1 Light Outdoor Wall Lantern In Olde Bronze

\$84.60



[Kichler 2713NI](#)
Seaside 1 Light Pendant In Brushed Nickel

\$102.60



[Kichler 8022NI](#)
Seaside 1 Light Outdoor Wall Lantern In Brushed Nickel

\$60.30



[Kichler 802102](#)
Seaside 1 Light Outdoor Wall Lantern In Olde Bronze

\$45.00

[See the entire Seaside Collection](#)

Recommended Bulbs



[72-Watt ECO Halogen True Daylight A19 Frosted](#)

Avg Hours: 1000
Lumens: 1200
Annual Energy Cost: \$8.67
\$10.90 per pack of 2

[Eco-Friendly Halogen 72W A19 Soft White 2](#)

Avg Hours: 1000

[Zoom Image](#)

Kichler Lighting Seaside 1 Light Pendant in Olde Brick 2713OB

[General Information](#) | [Manufacturer's Catalog\(s\)](#) | [Questions](#)

Kichler Lighting Seaside 1 Light Pendant In Olde Brick 2713OB

Pendant 1LI

Product Identification

Manufacturer: Kichler
Collection: [Seaside](#)
Category: [Pendants](#)
SKU: 2713OB
UPC: 783927016780

Design Information

Finish: Olde Brick

Dimensions and Weight (inches and pounds)

LENGTH	WIDTH	HEIGHT
0	16.00	13.00

0

Bulb Information

PRIMARY	SECONDARY
1	
150W	



Avg. Hours: 1000
 Lumens: 1416
 Annual Energy Cost: \$8.67
 \$5.50 per pack of 2

Shipping Information

UPS - FREE SHIPPING

LENGTH	WIDTH	HEIGHT
17.0000	17.0000	7.0000

5.5000 lb.

Product Rating

ULDP

Fan Information

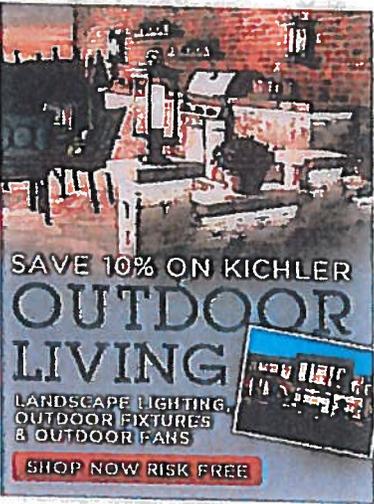
No

Fan Light Kit Included: No

Additional Information
 Chain Length 72

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 Sat & Sun 9am to Midnight EST

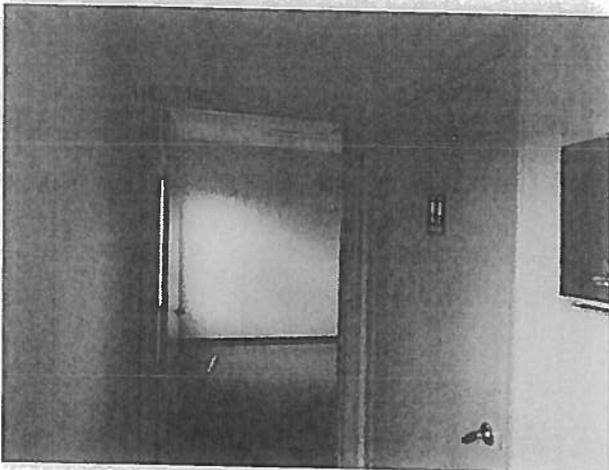
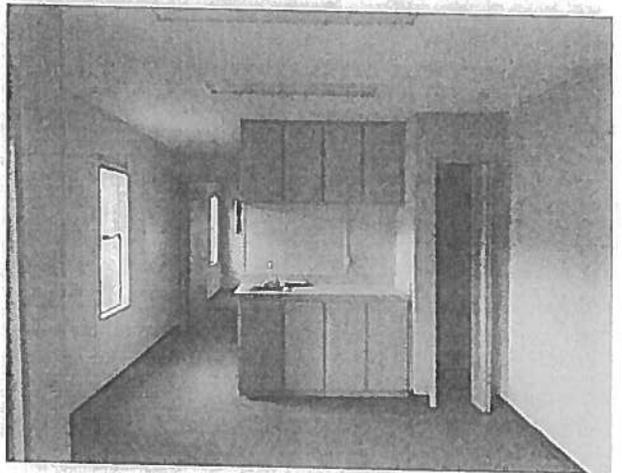
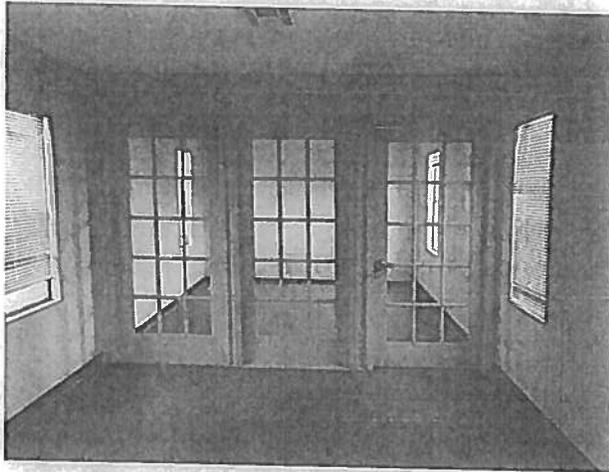
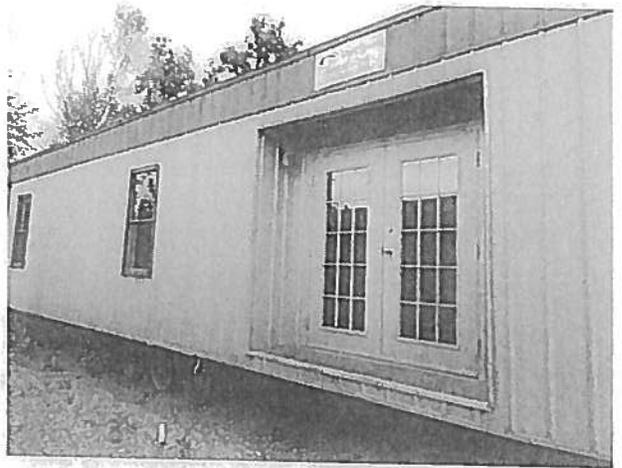
Customer Service - 866.344.3875

Mon - Fri 9am to 5:30pm EST

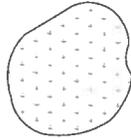
Questions about Kichler 271308

Ask us a question...

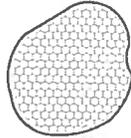
Be the first to ask a question about this product!



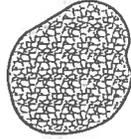
LANDSCAPE LEGEND



LAWN GRASS



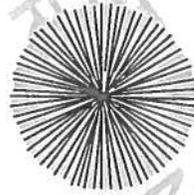
GROUND COVER
& FLOWERS W/
CEDAR MULCH



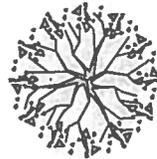
CRUSHED STONE
MULCH



ROCKS & BOULDERS
RECOVERED FROM
SITE EXCAVATION



EVERGREEN TREE



DECIDUOUS TREE



EVERGREEN SHURBS



DECIDUOUS SHURBS



TALL GRASSES,
FLOWERS &
ORNAMENTALS

PRELIMINARY - FOR STUDENT REVIEW & COMMENT
PATRICK W. STURKEY ARCHITECTS

1

LANDSCAPE LEGEND

SCALE: 1:74.99

ARCH	PROJECT: WARRIOR GOLF DEVELOPMENT LLC LOCATION: LAKOTA CANYON GOLF COURSE DATE: 08/29/2013	PRINT DATE: 08.29.2013	DESIGN PROGRESS SET CLUBHOUSE PLAN & 3D ELEVATIONS	WARRIOR GOLF DEVELOPMENT LLC LAKOTA CANYON GOLF COURSE 1000 CLUBHOUSE DRIVE NEW CASTLE COLORADO		PROJECT: WARRIOR GOLF DEVELOPMENT LLC LOCATION: LAKOTA CANYON GOLF COURSE DATE: 08/29/2013
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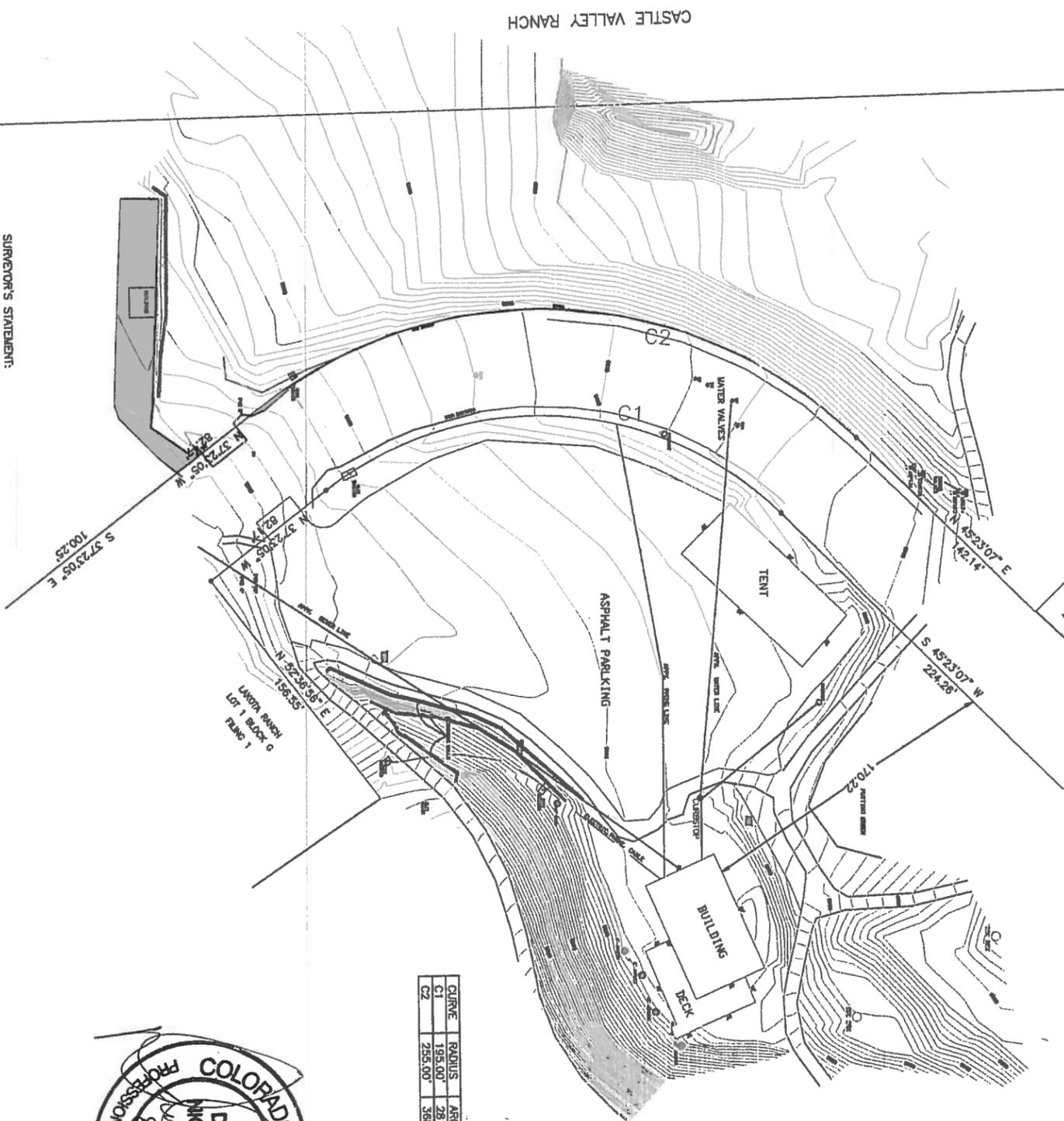
EXISTING CONDITIONS AND AS BUILT MAP
 A TRACT OF LAND SITUATED IN
 AMENDED AND RESTATED SUBDIVISION EXCLUSION/EXEMPTION MAP
 PARCEL A-1
 NEW CASTLE, COLORADO

GREEN

N 00°55'44" W
 2126.92'

339.84'
 N 00°00'00" N

CEMETARY
 N 44°36'49" W
 103.95'

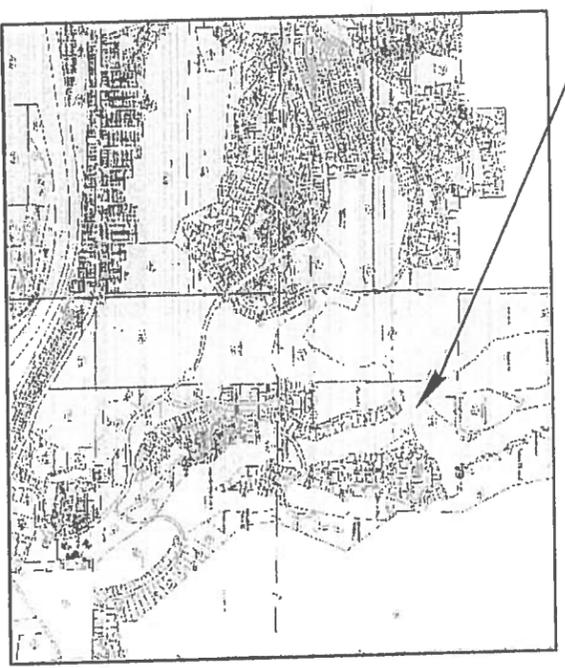
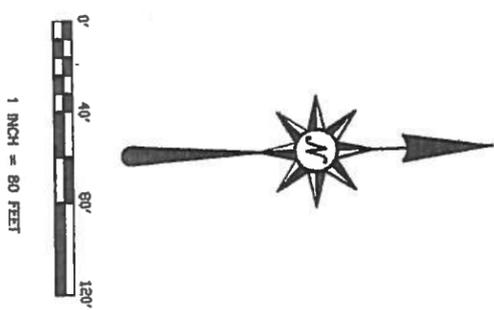


CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	195.00'	281.70'	257.84'	N 04°00'02" E	82°46'13"
C2	255.00'	368.38'	337.17'	N 04°00'02" E	82°46'13"

NOTE:
 1) THE UTILITIES ARE WILL GET A FINAL
 LOCATES FOR THE BUILDING PERMIT.



David C. Nicholson
 DAVID C. NICHOLSON
 COLORADO REGISTERED
 P.L.S. 34595



SURVEYOR'S STATEMENT:
 I, DAVID C. NICHOLSON, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS
 EXISTING CONDITIONS SURVEY PLAN IS A RESULT OF A SURVEY COMPLETED BY DIVIDE CREEK SURVEYING INC. UNDER MY DIRECT SUPERVISION,
 I FURTHER STATE THAT THIS SURVEY WAS PERFORMED ON JUNE 2013.



DIVIDE CREEK SURVEYORS INC.
 DAVID C. NICHOLSON
 Professional Land Surveyor
 L.S. 34595
 0028 Colorado River Road
 New Castle, Colorado 81655
 (970) 879-9585 (970) 358-9308

AS BUILT/EXISTING CONDITIONS
 LAKOTA CANYON CLUBHOUSE
 NEW CASTLE, COLORADO

AUGUST 26, 2013 PROJECT: 13002 LAKOTA CLUBHOUSE 18022613JNWC

PATRICK W. SUDICKY ARCHITECTS
 ARCHITECTS
 950 CLUBHOUSE DRIVE
 NEW CASTLE, COLORADO
 81647
 970.984.3270

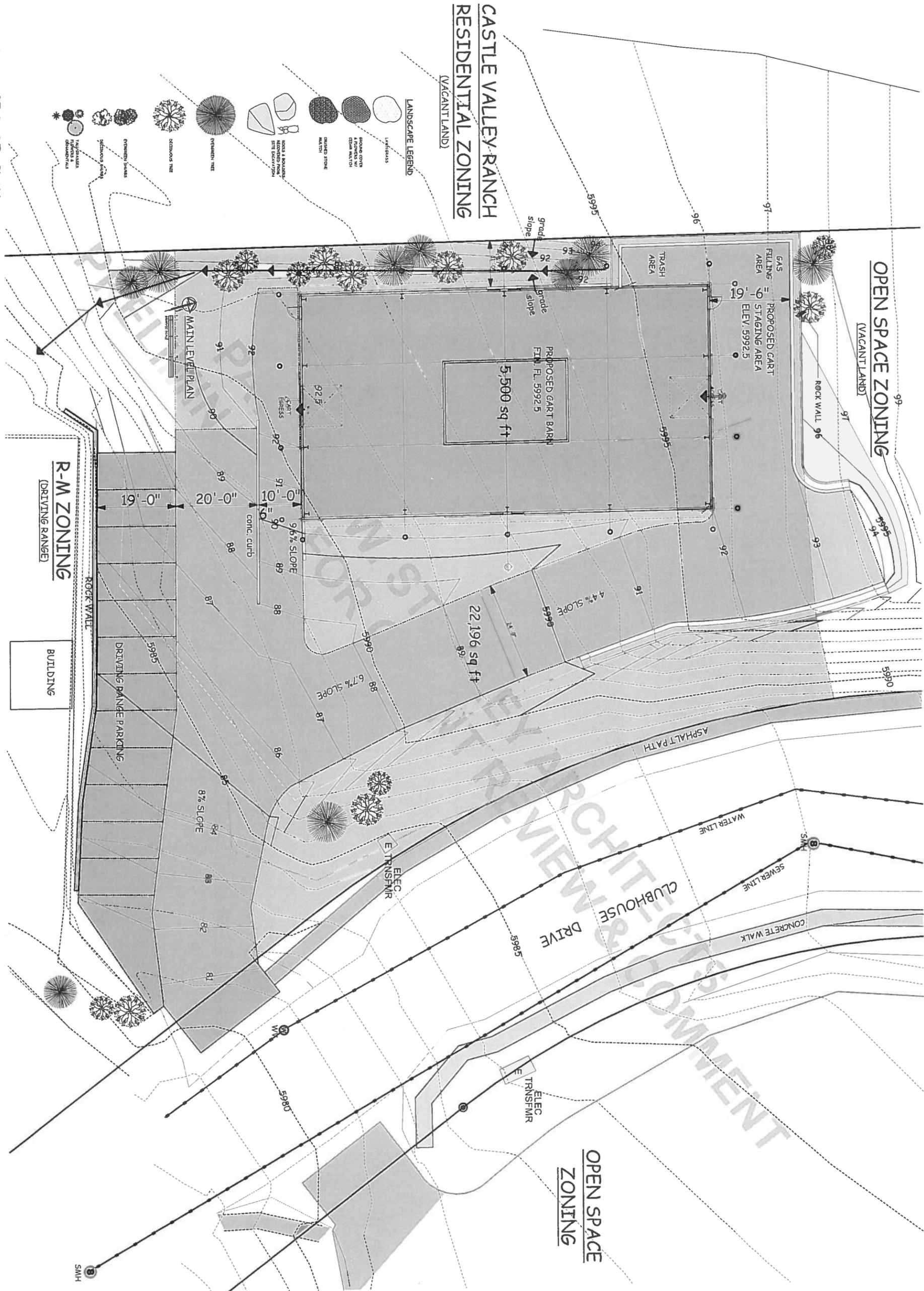
WARRIOR GOLF DEVELOPMENT LLC

WARRIOR GOLF DEVELOPMENT LLC
 LAKOTA CANYON GOLF COURSE
 CART BARN
 1000 CLUBHOUSE DRIVE
 NEW CASTLE, COLORADO
 WARRIOR ACQUISITIONS

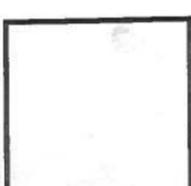
MARK	DATE	ITEM
ISSUED	08.28.13	PRELIM

ALL DIMENSIONS UNLESS OTHERWISE SPECIFIED.
 APPROVED DIMENSIONS SHALL NOT BE USED WITHOUT WRITTEN CONSENT OF PATRICK W. SUDICKY ARCHITECTS

A1.2
 Landscape & Area Site Plan



PATRICK W. STUCKEY ARCHITECTS
 ARCHITECTS & PLANNERS
 960 CLUBHOUSE DRIVE,
 NEW CASTLE, COLORADO
 81654
 970.941.9220

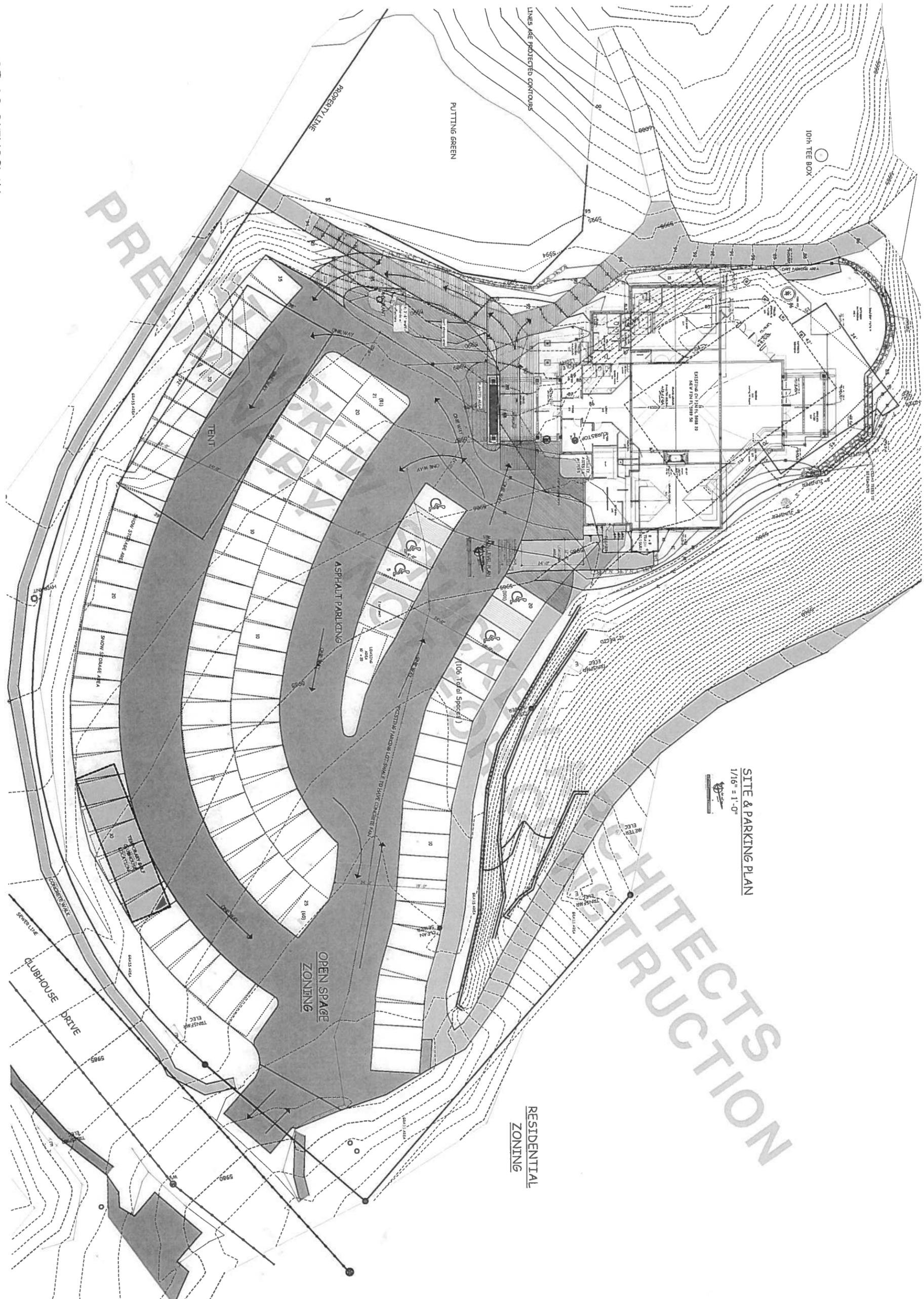


WARRIOR GOLF DEVELOPMENT LLC
 LAKOTA CANYON GOLF COURSE
 1000 CLUBHOUSE DRIVE
 NEW CASTLE, COLORADO
WARRIOR ACQUISITIONS

MARK	DATE	ITEM
ISSUED	01/17/13	PRELIM
ISSUED	02/28/13	PRELIM
ISSUED	03/28/13	PRELIM
ISSUED	05/31/13	PRELIM
ISSUED	07/31/13	PRELIM
ISSUED	08/22/13	PRELIM

ALL DESIGN AND CONSTRUCTION INFORMATION SHOWN ON THIS PLAN IS THE PROPERTY OF PATRICK W. STUCKEY ARCHITECTS. NO PART OF THIS PLAN IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF PATRICK W. STUCKEY ARCHITECTS.

A1.1
 Site Plan - Parking




PATRICK W. SUCKEY ARCHITECTS
 560 CLUBHOUSE DRIVE
 NEW CASTLE, COLORADO
 81647
 970.934.3220

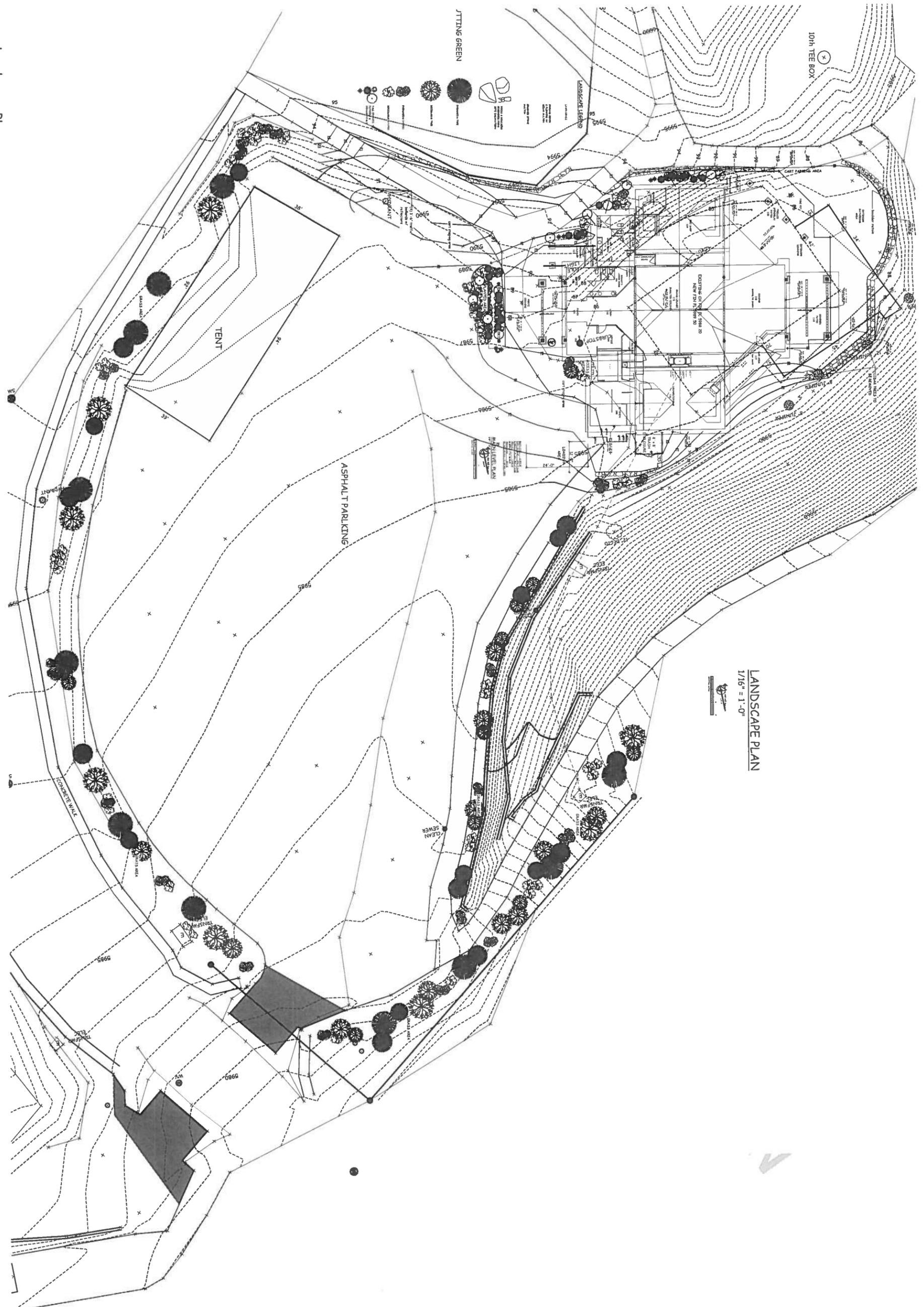


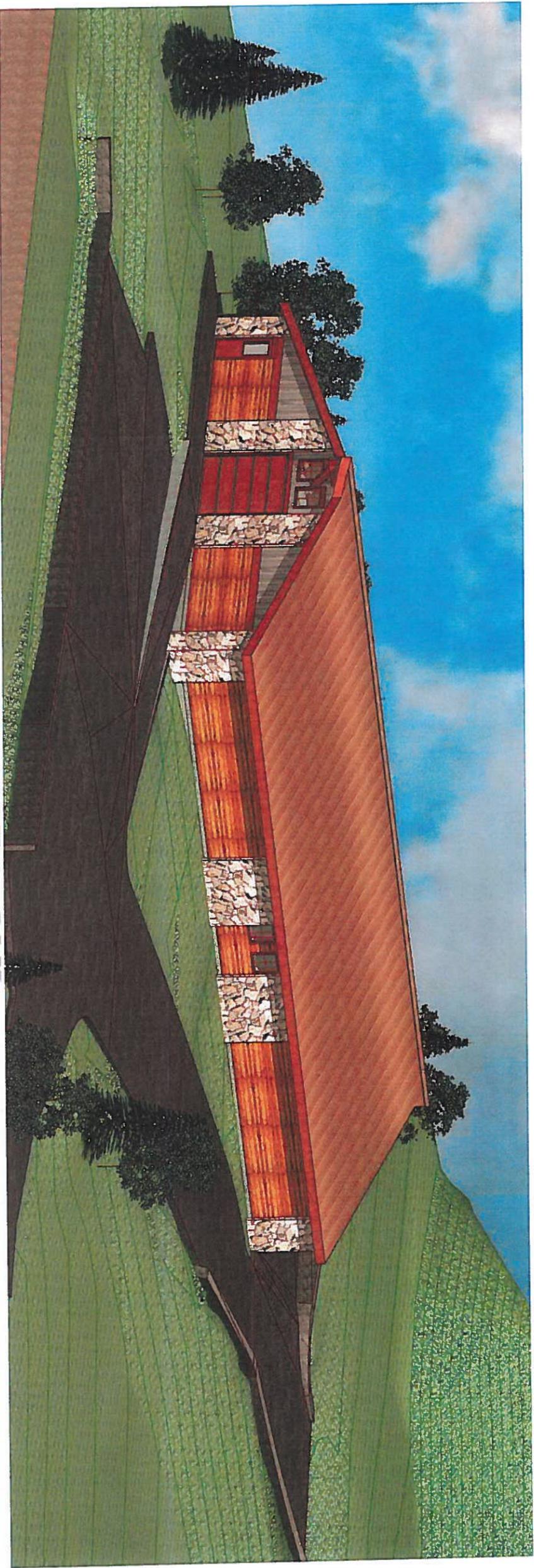
WARRIOR GOLF DEVELOPMENT LLC
 LAKOTA CANYON GOLF COURSE
 1000 CLUBHOUSE DRIVE
 NEW CASTLE, COLORADO
WARRIOR ACQUISITIONS

MARK	DATE	ITEM
ISSUED	01.17.13	PRELIM
ISSUED	02.25.13	PRELIM
ISSUED	03.25.13	PRELIM
ISSUED	05.31.13	PRELIM
ISSUED	07.31.13	PRELIM
ISSUED	08.22.13	PRELIM

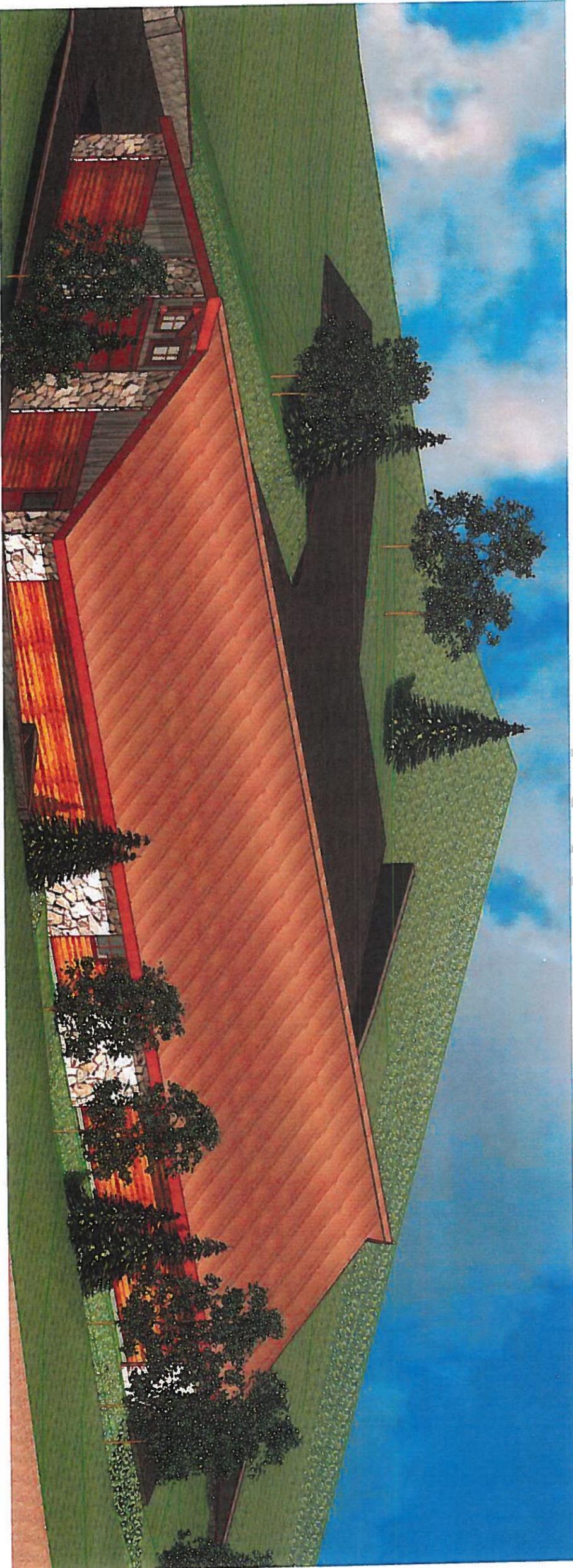
ALL DIMENSIONS UNLESS OTHERWISE NOTED.
 APPROVED DIMENSIONS SHALL NOT BE CHANGED WITHOUT WRITTEN CONSENT OF ARCHITECT.
 PRINTED IN STICKER ARCHITECTS

A1.2
 1. Landscape Plan



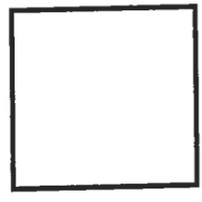


1 ALT #2 SOUTHEAST ELEVATION
SCALE 1/4" = 1'-0"



2 ALT #2 NORTHWEST ELEVATION
SCALE 1/4" = 1'-0"

PATRICK W. STUCKEY ARCHITECTS
ARCHITECTS OF AMERICAN ARCHITECTURE
959 CLUBHOUSE DRIVE,
NEW CASTLE, COLORADO
81647
970.394.9228

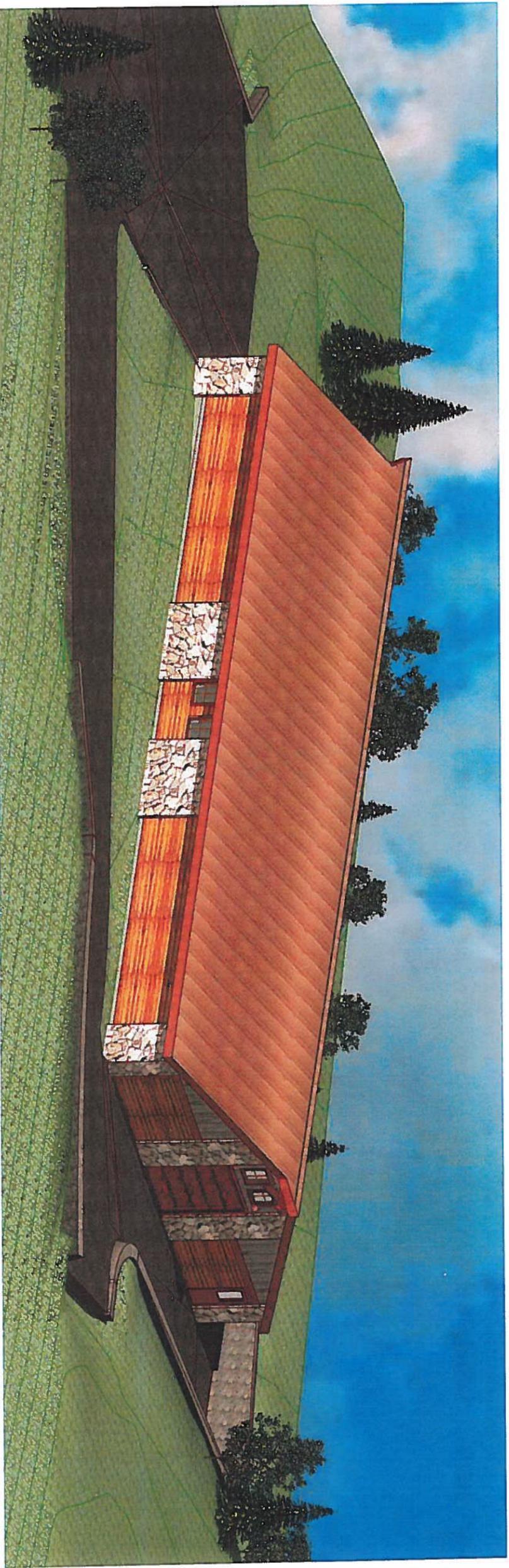


WARRIOR GOLF DEVELOPMENT LLC
LAKOTA CANYON GOLF COURSE CART BARN
1000 CLUBHOUSE DRIVE
NEW CASTLE, COLORADO
WARRIOR ACQUISITIONS

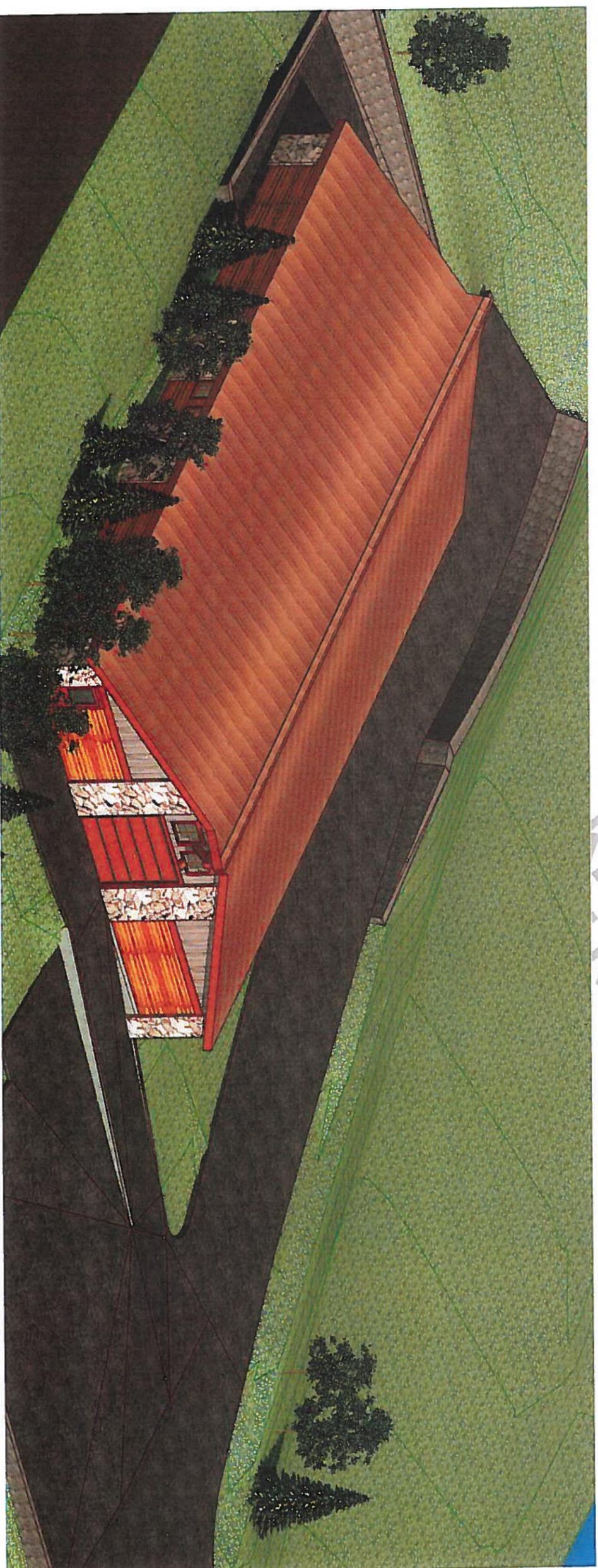
MARK	DATE	ITEM
ISSUED	09.26.13	PRELIM

ALL DRAWINGS WHETHER MADE OR NOT MADE BY ARCHITECTS OR ENGINEERS ARE UNLESS OTHERWISE SPECIFIED THE PROPERTY OF PATRICK W. STUCKEY ARCHITECTS

A1.3
ALT #2 SE & NW Elevation

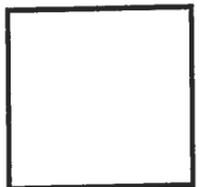


1 ALT #2 NORTHEAST ELEVATION
SCALE 1/4" = 1'-0"



2 ALT #2 SOUTHWEST ELEVATION
SCALE 1/4" = 1'-0"

PATRICK W. STUCKEY ARCHITECTS
 ARCHITECTS
 910 CLUBHOUSE DRIVE,
 NEW CASTLE, COLORADO
 81547
 970 844 8720

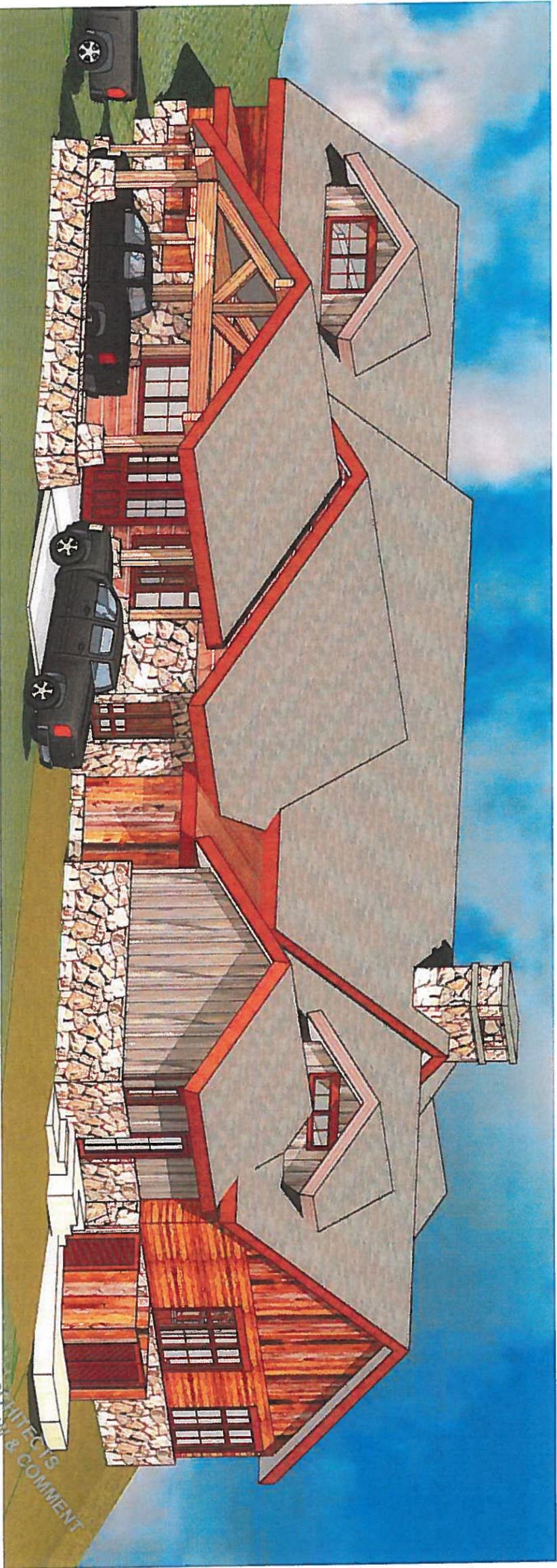


WARRIOR GOLF DEVELOPMENT LLC
 LAKOTA CANYON GOLF COURSE
 CART BARN
 1000 CLUBHOUSE DRIVE
 NEW CASTLE, COLORADO
 WARRIOR ACQUISITIONS

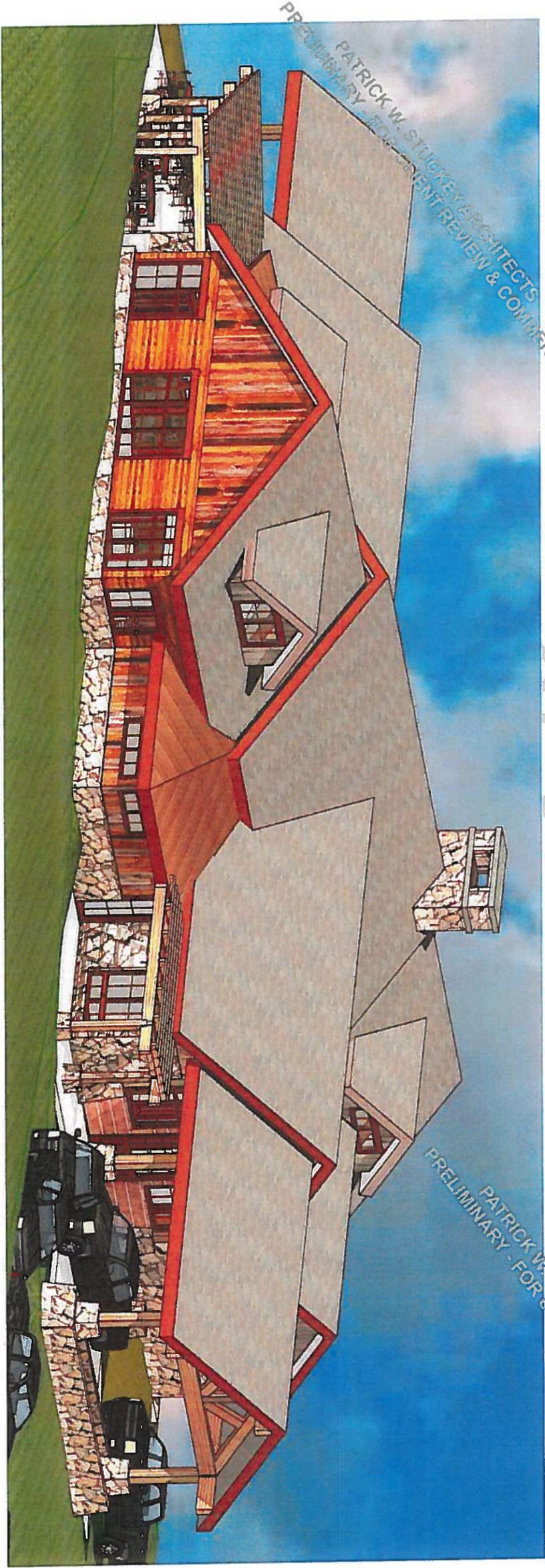
MARK	DATE	ITEM
ISSUED	08.26.13	PRELIM

ALL DRAWINGS AND WRITTEN INFORMATION
 DEVELOPED BY STUCKEY ARCHITECTS
 BE USED ONLY FOR THE PROJECT AND
 SITE SPECIFICALLY IDENTIFIED.
 ANY OTHER USE IS STRICTLY PROHIBITED.

A1.4
 ALT #2 NE & SW Elevations

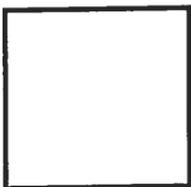


1 West Elevation
SCALE 1/4" = 1'-0"



2 North Elevation
SCALE 1/4" = 1'-0"

PATRICK W. STUCKEY ARCHITECTS
ARCHITECTS
 890 CLUBHOUSE DRIVE
 NEW CASTLE, COLORADO
 81647
 970.984.9220

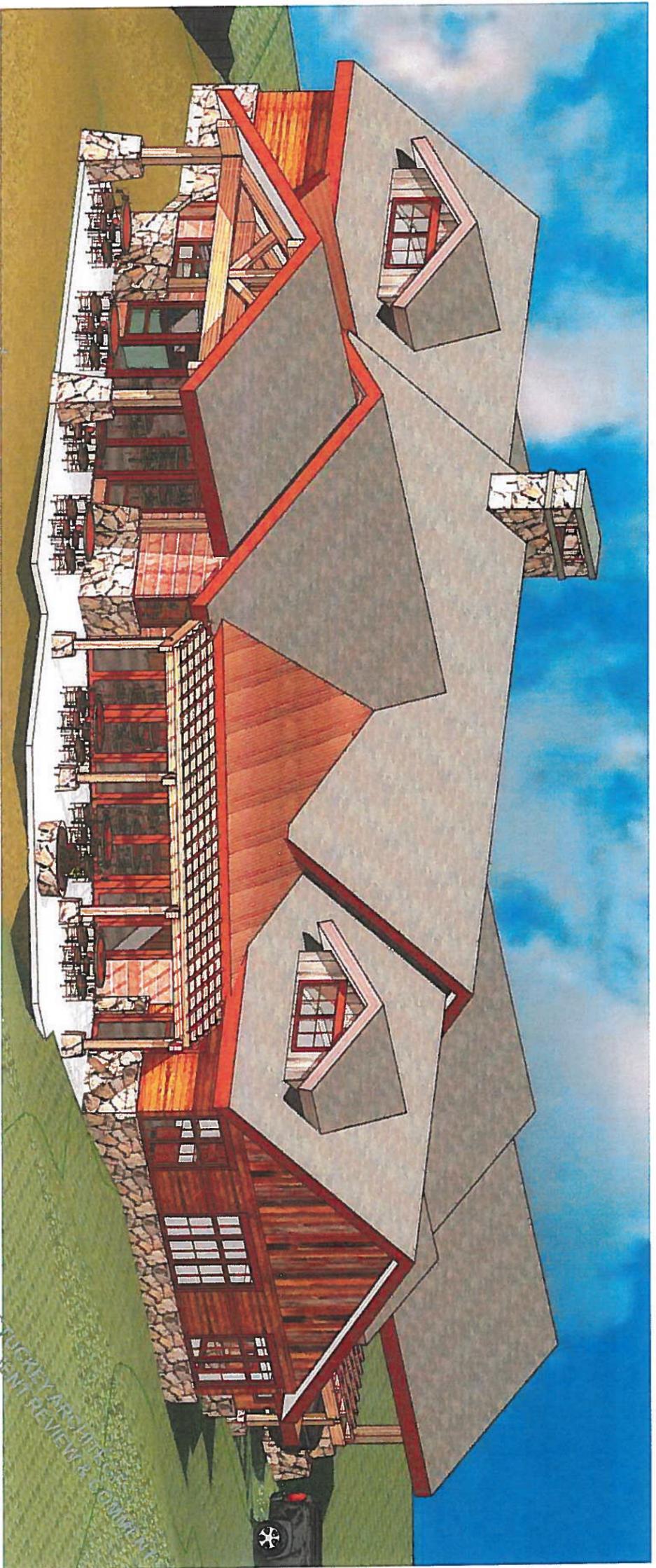


WARRIOR GOLF DEVELOPMENT LLC
 LAKOTA CANYON GOLF COURSE
 1000 CLUBHOUSE DRIVE
 NEW CASTLE, COLORADO
WARRIOR ACQUISITIONS

MARK	DATE	ITEM
ISSUED	04/17/13	PRELIM
ISSUED	02/25/13	PRELIM
ISSUED	03/26/13	PRELIM
ISSUED	06/11/13	PRELIM
ISSUED	07/11/13	PRELIM
ISSUED	08/28/13	PRELIM

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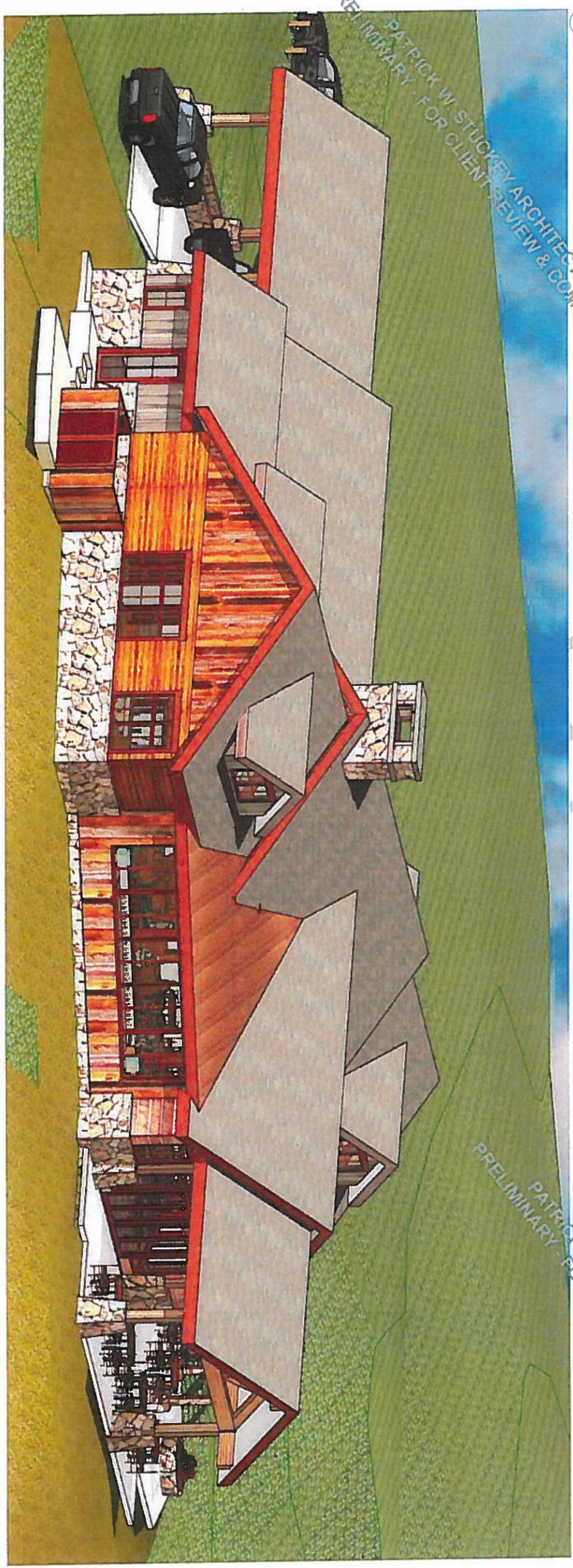
01.1
 West Elev Axonometry



3 East Elevation
SCALE 1/4" = 1'-0"

PATRICK W. STUCKEY ARCHITECTS
PRELIMINARY - FOR CLIENT REVIEW & COMMENT

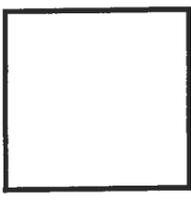
PATRICK W. STUCKEY ARCHITECTS
PRELIMINARY - FOR CLIENT REVIEW & COMMENT



4 South Elevation
SCALE 1/4" = 1'-0"

PATRICK W. STUCKEY ARCHITECTS
PRELIMINARY - FOR CLIENT REVIEW & COMMENT

PATRICK W. STUCKEY ARCHITECTS
ARCHITECTS
360 CLUBHOUSE DRIVE
NEW CASTLE, COLORADO
81647
970.984.5228



WARRIOR GOLF DEVELOPMENT LLC
LAKOTA CANYON GOLF COURSE
1000 CLUBHOUSE DRIVE
NEW CASTLE, COLORADO
WARRIOR ACQUISITIONS

MARK	DATE	ITEM
ISSUED	01/11/13	PRELIM
ISSUED	02/28/13	PRELIM
ISSUED	03/28/13	PRELIM
ISSUED	03/31/13	PRELIM
ISSUED	07/31/13	PRELIM
ISSUED	08/22/13	PRELIM

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01.2
East Elev Axonometry



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

Staff Report
Warrior Acquisitions, LLC/Warrior Golf Assets, LLC Amended Conditional Use Permit
For a Golf Cart Barn, Clubhouse and Temporary Clubhouse During Construction
New Castle Town Council Meeting – September 17, 2013

Report Date: September 12, 2013

Project Information

Name of Applicant: Bob Gibson

Applicant's Mailing Address /Phone: 151 Clubhouse Dr., New Castle, CO 81647
(970) 984-0404

Property Address: 1000 Clubhouse Dr., New Castle, CO 81647

Property Owner: Warrior Acquisitions, LLC/Warrior Golf Assets, LLC

Owner Mailing Address /Phone: 15 Mason, Irvine CA 92618
(949) 699-2499

Proposed Use: Golf Cart storage, Sale of Golf Supplies, Restaurant, Offices

Legal Description: Section: 29 Township: 5 Range: 90 PARCEL A-1 (GOLF COURSE) 2ND AMENDED EXEMPTION PLAT OF LAKOTA CANYON RANCH FKA EAGLES RIDGE RANCH. ALSO TRACTS OF LAND CONT. 4.1 AC+/- AS DESC IN BNDY LINE ADJ PLAT REC #7422570 AND EXCEPT 1.818AC +/- ALSO DESC. IN SAME PLAT

Municipal Code Reference: Chapter 17.84 – Conditional Uses, Chapter/section 17.128.080(C) – Lakota Canyon Ranch Open Space District, Chapter 17.76 – Off Street Parking

Size of Site: Golf Cart Barn - 21,989 square feet, Clubhouse – Not on Site Plan

Building Footprints: Clubhouse – 6,284 square feet, Golf Cart Barn 5,992.5 square feet

Street Frontage: Clubhouse Dr.

Existing Zoning: Open space

Surrounding Zoning: **North and East** - Open space (O-S), **South** - residential medium density (R-M), **West** - Castle Valley Ranch residential (R)

Hours of Operation: Golf Cart barn and Clubhouse - Weather permitting - March to

November, 7:00 A.M. to 8:00 P.M. Clubhouse restaurant open year round with varying seasonal hours of operation

1 Description of Application:

This application is a request to amend the conditional use permit (CUP) for the construction and operation of a golf course and associated structures on parcels A-1 and A-2. The application seeks relocation of the existing temporary golf cart storage tent and replacement thereof with a permanent golf cart barn. The request also includes replacement of the temporary clubhouse with a permanent one and placement of a temporary clubhouse in the parking lot during construction. According to the application “The clubhouse will be a single story, approximately 6,300 square feet in size, and wood frame construction. The interior and exterior will feature natural wood, exposed beams, and real stone all conforming to the Adirondack or Mountain Rustic style of architecture.” The golf cart barn “will be approximately 5,500 square feet in size, metal construction with natural wood siding, colored roof, downcast lighting, windows, etc to bring the design features in line with the community.” The temporary clubhouse will be located on the west side of the clubhouse parking lot and will be a single wide HUD approved manufactured structure 16 feet wide and 60 feet long. The temporary clubhouse “will be used to run golf course operations during construction, and would include handling golfer check-in, selling merchandise, and food and beverage sales.”

The location of the new permanent cart barn and clubhouse is zoned open space. Municipal Code section 17.128.080 states that a country club and/or golf course and related facilities require a conditional use permit. The golf cart barn is considered a related facility. The original CUP was approved of by Town Council on March 18, 2003 by Town Council Resolution 2003-2.

According to Municipal Code section – 17.128.030 the applicant is required to submit appropriate documentation prior to obtaining a building permit (see below). Some of the documentation is contained on the submitted site plans; however the applicant is required by Municipal Code sections 17.128.030 and 17.128.80 to obtain a recommendation of approval from the Planning and Zoning Commission (P&Z) to the Town Council before building permit application.

In addition to the aforementioned, Municipal Code section **17.84.070 Alterations** requires that “no approved conditional use may be altered, structurally enlarged, expanded in parking area or expanded in ground area unless the site plan is amended and approved in accordance with the procedures applicable to approval of a conditional use as set out in chapter 17.84 – Conditional Uses.”

II Development Application Contents:

1. Applicant cover letter/narrative with Conditional Use Permit Requirements and comments
2. Development Application
3. Undated separate narrative – Amendment to conditional use permit
4. Consent letter from Warrior Acquisitions
5. Confirmation Deed
6. Agreement to abide by performance standards
7. Lakota Canyon Master Association Design Review Committee Letter of Approval
8. U.S. Postal Services Certified Mail Receipts
9. Exterior lighting Specifications
10. Temporary clubhouse pictures
11. Enlarged Landscape Legend
12. Existing Conditions and As-Built Map
13. Golf Cart Barn Site Plan (A1.1)
14. Golf Cart Barn Landscape and Area Site Plan (A1.2)
15. Clubhouse Site and Parking Plan (A1.1)
16. Clubhouse Landscape Plan (A1.2)
17. Golf Cart Barn Elevations (A1.3 – A1.5)
18. Clubhouse Elevations (01.1, 01.2)

III Conditional Use Permit Requirements:

Submittal requirements:

(1) An application signed by the owner of the property or by an applicant with a notarized written authorization from the property owner.

Staff Comment – The applicant has submitted the application and a notarized letter from Warrior Acquisitions, LLC authorizing Bob Gibson to process land use applications.

(2) Legal description of the property

Staff Comment – The applicant has submitted the legal description on the Development Application.

(3) Proof of ownership of the land

Staff Comment – The applicant has submitted a Confirmation Deed.

(4) A written narrative describing the application and description of the proposal.

Staff Comment – The applicant has submitted a written narrative briefly describing the proposal.

(5) A vicinity map showing the location of the property in relation to the surrounding parcels

Staff Comment – Although not identified as a vicinity map, a site map has been identified on the Existing Conditions and As-Built Map.

(6) Drawing and Report Requirements. All plans shall be drawn to scale and submitted on twenty-four (24) by thirty-six (36) inch sheets and include the following information:

a. Legal description including section, township and range.

b. Name, address and phone number of the owner, applicant and person preparing the map.

c. North arrow, date and scale that shall not exceed one inch equals fifty (50) feet.

d. Accurate dimensions of all information shown on the map.

e. All engineering, drainage and surveying shall be prepared by a professional engineer licensed in the state of Colorado (as applicable)

Staff Comment – The applicant has submitted the legal description and name, address, phone number of the owner and applicant. The applicant is requesting a waiver identifying the person preparing the map as well as items c, d and e until the time of building permit application. The Town Engineer and Building Official will examine the report and drawings for compliance of various regulations and codes. The applicant will comply with requirements of the Town engineer as stated in his letter of September 6, 2013. Providing P&Z approves of the waiver, it will be a condition of approval for the amended CUP.

Site plan requirements:

(1) Adjacent land uses and location of adjacent structures; location of proposed buildings, utilities and other improvements; boundary location, size of lot and setbacks.

Staff Comment – The submitted Golf Cart Barn Site Plan (A1.1) shows the adjacent land uses and size of lot for the golf cart barn. The Clubhouse Site and Parking Plan (A1.1) identifies residential zoning south of the property, but does not account for adjacent lands east, west or north of the parcel all of which are zoned open space. The clubhouse lot size is not indicated on any plan or map. Adjacent structures, location of proposed buildings, other improvements, and boundary are indicated on the Existing Conditions and As-Built Map, Golf Cart Barn Site Plan, and Clubhouse Site and Parking Plan. Residential-Medium setbacks are used in the Open Space zone district; however it is too difficult to determine if they meet required linear footage from boundary lines. However; it does appear to be sufficient separation for the golf cart barn and clubhouse from all side, rear and front yard boundary lines. Utilities are identified on the Existing Conditions and As-Built Map. Future utilities will be required for the temporary

(3)

clubhouse during construction as required by building codes.

(2) Location and number of *off-street parking spaces and loading areas (17.76).

Staff Comment – Golf Cart Barn - The applicant has stated there will be no need for employees or customers to park vehicles in the new golf cart barn area. Both will use the clubhouse parking lot to park. If there was a need to park a vehicle, there are 12 compact car parking spaces in the driving range parking lot immediately adjacent to the new golf cart barn. Since there will be no service deliveries, there is no need to identify loading areas on the site plan. All service deliveries will take place in the parking lot of the clubhouse. The loading area is listed on the Clubhouse Site and Parking Plan and is 12'x24'.

Staff Comment – Clubhouse - There is 106 parking spaces located in the clubhouse parking lot which also includes 5 ADA parking spaces (See Clubhouse Site and Parking Plan). The Americans with Disability Act (ADA) minimum number of accessible parking spaces requires 5 ADA parking spaces for parking lots which have between 101 - 150 parking spaces, therefore the applicant has met this part of Federal regulations. New Castle Municipal Code Off-Street Parking Standards designed for each use includes: for an eating and drinking establishment, one space per three seats and for office space, one space per 300 square feet of floor area. The Clubhouse Site and Parking Plan indicate there will be 66 seats for dining and 12 seats in the bar area with a combined total of 78 seats. Therefore the number of parking spaces needed for this requirement is 26. There is 475 square feet of office space in the clubhouse and 1.6 parking spaces will be needed. There is sufficient parking space for all uses contemplated by the applicant.

* 17.76.060 Town Council May Change Number of Spaces

(A) The Town Council may increase or decrease the number of off-street parking spaces in consideration of the following factors:

- (1) Probable number of cars owned by occupants of dwellings in the planned unit development;
- (2) Parking needs of any non dwelling uses;
- (3) Varying time periods of use; and
- (4) Whatever joint use of common parking areas is proposed.

(B) Regardless of a reduction in off-street parking spaces by the Town Council, adequate space and site design shall be provided to accommodate the standard

(3) Traffic circulation patterns indicating the direction of traffic, location of entries/exits and relationships of parking areas to entrances and exits of the buildings (ingress and egress)

Staff Comment – Golf Cart Barn - The Golf Cart Barn Site Plan does not indicate traffic circulation patterns indicating direction of traffic, location of entries/exits, etc. because there will not be a need for customer or employee vehicle usage. Ingress and egress will be located at the junction of the current entry/exit with Clubhouse Dr. It will primarily be used by employees who deliver the golf carts to and from the golf cart barn. There is one 24' foot wide driveway in which golf carts will enter and leave the property. As a condition of approval for the amended CUP, a new crosswalk consisting of textured colored concrete across Clubhouse Dr. and a stop sign in the clubhouse parking lot and at the egress point of the new golf cart barn will be required prior to the applicant receiving a Certificate of Occupancy for either building.

Staff Comment – Clubhouse – The Clubhouse Site and Parking Plan identifies traffic circulation patterns that indicate direction of traffic, location of entries/exits and relationships of parking areas to entrances and exits of the buildings. Unlike current traffic circulation in the parking lot today, there will be one way direction for entries and exits from Clubhouse Dr. The width of the driving lanes is 24 feet which will easily accommodate large delivery trucks and emergency vehicles. One way traffic lanes should either be painted with arrows and/or one way signs need to be posted. Both options together are acceptable and will encourage operational convenience.

(4) Location of service and refuse collection areas

(4)

Staff Comment – Refuse area (trash) are shown on both the golf cart barn and clubhouse site plans. The Golf Cart Site Plan does not indicate if the trash area will be enclosed and screened

and whether or not a trash container is bear and wildlife resistant; this is required as a condition of approval. The clubhouse refuse area enclosure is 8'x8'. The Clubhouse Site and Parking Plan does not indicate the height of the enclosure; it is recommended that the height be sufficient enough to screen a single dumpster. All trash containers must be designed to be bear and wildlife resistant in conformance with previous approvals granted to Lakota Canyon Ranch PUD. Since there will be no service deliveries to the golf cart barn, there is no need to identify it on the site plan. All service deliveries will take place in the parking lot of the clubhouse where the loading area is identified on the site plan. There are no known hazardous materials that will need disposal services. The applicant, though, will need to comply with all Colorado Department Health and Environment regulations.

(5) Location of all signs indicating size, shape and height

Staff Comment – Signs are not shown on the golf cart barn and clubhouse elevations. The applicant has stated there will be no signs on the golf cart barn. There are no signs identified on the Clubhouse Site and Parking Plan. However, the applicant will be required to comply with municipal sign code regulations if this changes and signs are installed.

(6) Area and location of open space and landscape spaces

Staff Comment – The golf cart barn and clubhouse is located in open space zone district. Regarding landscape spaces, see #8 below.

(7) Location, height, wattage, design specifications and lighting patterns of all outdoor lighting.

Staff Comment – The specific location of all outdoor lighting fixtures and lighting patterns is not on the elevations except for one exterior light on the Golf Cart Barn A1.5 elevation. This light is downcast and is dark sky compliant. According to the applicant, the mounting height of the pendant is at 18'-7" to the bottom of the beam of the new golf cart barn. The actual fixture is 3 foot high including the chain length. The fixture itself is 16 inches wide and 13 inches high. Each fixture has one 150 watt bulb. The applicant has tried to contact the manufacturer for other specific design specifications to no avail. The applicant will be required to submit an outdoor lighting plan indicating lighting is downcast and dark sky compliant at the time of the clubhouse building permit application.

(8) Location of existing fences and proposed fencing, landscaping and other screening/buffering

Staff Comment – **Golf Cart Barn** - Existing fencing and landscaping (trees) on the west boundary is not shown on the Golf Cart Barn Site Plan. It appears the applicant will remove existing fencing and trees and screen the west side of the boundary with deciduous and evergreen trees. Additional deciduous and evergreen trees will be planted on the south and north side of the entrance as well as the northwest corner of the parcel. Previous approvals of Lakota Canyon Ranch PUD Landscape Plans indicated there would be various types of trees and native grasses on the east boundary from the entrance along Clubhouse Dr. to the north boundary of the golf cart barn parcel. The applicant will be required to amend the Golf Cart Barn Landscape Plan at the time of the golf cart barn building permit application. The amendment will identify types of trees and native grasses along Clubhouse Dr. from the entrance to the north boundary.

Staff Comment – **Clubhouse** – Landscaping is identified on the Clubhouse Landscape Plan. It appears to sufficiently screen the adjacent residential lot south of the parking lot and does provide for aesthetically pleasing trees and grasses along Clubhouse Dr. A seasonally adjusted irrigation drip water supply system should be employed by the applicant.

(9) Irrigation system

Staff Comment – Although not required, an irrigation plan has not been submitted with the application. The applicant will be required to install temporary irrigation for two (2) growing seasons to on any disturbed non-landscaped areas to permit revegetation. Also, the applicant

(5)

shall attempt to use raw water for all landscape and revegetation watering if possible.

(10) Compliance with performance standards

Staff Comment – The applicant has submitted a signed document stating he will comply with all performance standards.

(11) Location and size of easements, power poles, fire hydrants, gas lines, water and sewer lines; anticipated utility requirements

Staff Comment – Location and size of easements are not shown on the either site plan. The applicant shall identify the location of on-site utilities on the Drawing submitted at the time of golf cart barn and clubhouse building permit application and ensure that any permanent construction is not placed within a deeded or platted easement or that any construction within the easement has been approved in advance by the holder of the easement. There are no power poles because utilities are underground. Water and sewer line mains are shown on the Golf Cart Barn Site Plan. Service lines for water, sewer, electric, telephone, and cable are identified on the Existing Conditions and As-Built Map. Gas lines are not shown on the site plan. The applicant will be required to request a “locate” at the time of golf cart barn and clubhouse building permit approval. Anticipated utility requirements have not been provided for either the golf cart barn or clubhouse.

(12) Engineered grading and drainage plan (See #6 above – under Submittal Requirements)

Staff Comment – The applicant is requesting a waiver for providing this information until building permit application.

(13) Proposed curb cuts/public improvements:

Staff Comment – There are no proposed curb cuts. However, if the applicant’s new engineer specifies that one will be needed, the Public Works Director will require a Right-of-Way Permit at the time of building permit application. The applicant will be required as part of the amendment to the Conditional Use Permit agreement to provide an engineer’s cost estimate for the construction of any public improvements on either the golf cart barn site or clubhouse site and provide security for such improvements and for any revegetation of disturbed areas.

(14) Architectural illustrations providing enough detail to clearly and accurately depict

proposed building elevations for purposes of evaluating design compatibility with adjacent and near-by structures and compliance with Lakota Canyon Ranch PUD design guidelines.

Staff Comment – The applicant has provided elevations which illustrate architectural depictions. The Lakota Canyon Master HOA Design Review Committee has provided a letter of approval. The golf cart barn will be “metal construction with natural wood siding, colored roof, downcast lighting, etc. to bring the design features in line with the community. The clubhouse will be single story, approximately 6300 square feet in size, and wood frame construction. The interior and exterior will feature natural wood, exposed beams, and real stone all conforming to the Adirondack or Mountain Rustic style of architecture.”

IV Planning and Zoning Commission:

A hearing was held before the Planning and Zoning Commission on September 11, 2013. The conditional use permit was unanimously approved with the conditions set forth in **Resolution NO. PZ 2013-6**.

V Staff Recommendation

The staff recommends approval of a Golf Cart Barn, Permanent Clubhouse and Temporary Clubhouse Conditional Use Permit with the following conditions:

(6)

1. All representations of the applicant in written and verbal presentations submitted to the Town or made at public hearings before the planning commission or Town Council shall be considered part of the application and binding on the applicant.
2. The applicant shall comply with all applicable building, utility, sign and zoning codes, and pay all applicable permit, tap, and water right dedication fees.
3. In the event the Town receives any complaints about the use of the site or observes or becomes aware of any violations of the conditional use approval, the Applicant and/or owner may be summoned before the Town Council in a public meeting to show cause why the permit should not be revoked, suspended, or additional conditions imposed. Such show-cause hearing shall be open to the public and the Applicant or owner may present testimony or offer other evidence on its behalf.
4. The applicant shall reimburse the Town for any and all expenses incurred by the Town regarding this approval, including without limitation all costs incurred by the Town's outside consultants such as legal and engineering costs.
5. The applicant shall submit final construction drawings at the time of building permit application. All plans shall be drawn to scale and submitted on twenty-four (24) by thirty-six (36) inch sheets and include the following information:
 - a. Person preparing the map.
 - b. North arrow, date and scale that shall not exceed one inch equals fifty (50) feet.
 - c. Accurate dimensions of all information shown on the map.
 - d. All engineering, drainage and final surveying shall, done by Colorado licensed licensed professional engineers and surveyors and stamped accordingly.
 - e. Other matters required by Planning and Zoning Resolution 2013-6 or by Town Codes.
6. The applicant shall identify the location of on-site utilities on the Drawing submitted at the time of building permit application and ensure that any permanent construction is not placed within a deeded or platted easement or that any construction within the easement has been approved in advance by the holder of the easement.
7. The applicant shall install a crosswalk consisting of textured colored concrete across Clubhouse Dr. and a stop sign in the temporary clubhouse parking lot and at the egress point of the new golf cart barn prior to the applicant receiving a Certificate of Occupancy. The applicant will cooperate with the Public Works Director on selecting the type of crosswalk and stop signs.
8. The applicant shall install temporary irrigation for two (2) growing seasons on any disturbed non-landscaped areas to permit revegetation. The Applicant shall attempt to use raw water for all landscape and revegetation watering if possible.
9. All exterior trash area shall be enclosed and screened by either a wood fence or dense landscaping materials and all trash enclosures shall be bear and wildlife resistant.
10. Applicant shall install dark sky compliant downcast lighting on the site.
11. The Applicant shall comply with the requirements of the Town Engineer as stated in his letter of September 6, 2013.

12. The Applicant will be required as part of the amendment to the Conditional Use Permit Agreement to provide an engineer's cost estimate for the construction of any public improvements on the site and provide security for such improvements and for any revegetation of disturbed areas.

(7)

13. In the event that dirt and fill material are required to be removed from the site the Applicant shall show the location where such fill is being deposited, and the haul routes for any truck traffic necessary to remove the fill. The Town may require that a bond be posted to cover the cost of road repairs due to hauling.
14. The Applicant is permitted to utilize a temporary clubhouse facility as shown in the Application during the period of construction, subject to the requirements that the temporary facility meet all necessary building code standards and that such temporary clubhouse is removed no later than twelve (12) months from the date of placement. The Town Administrator may grant a one-time extension of this deadline for up to an additional sixty (60) days upon written request from the Applicant. Requests for extensions beyond sixty (60) days shall require Council's approval, which may be done by resolution at a public meeting. Before serving either food or liquor the Applicant shall first obtain health department review and approval and a liquor license for the premises.
15. The Applicant is permitted to construct the clubhouse and cart-barn as shown in the application, subject to the following dimensional limitations. Compliance with these limitations shall be shown on the Drawings submitted for building permit.

CLUBHOUSE

Front Setback:	20 feet
Rear Setback	20 feet
Side Setbacks	10 feet
Max. Building Height	40 feet
Max. Square Footage	6300 square feet

CART BARN

Front Setback:	20 feet
Rear Setback	20 feet
Side Setbacks	10 feet
Max. Building Height	30 feet
Max. Square Footage	5500 square feet

(8)

**TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. PZ 2013-6**

A RESOLUTION OF THE NEW CASTLE PLANNING COMMISSION
RECOMMENDING APPROVAL OF AMENDMENTS TO THE CONDITIONAL
USE AGREEMENT FOR THE LAKOTA CANYON GOLF CLUB.

WHEREAS, by Town of New Castle Resolution No. TC 2003-2 the Town Council conditionally approved a conditional use permit application for the construction and operation of a golf course and associated structures on Parcels A-1 and A-2 of Lakota Canyon Ranch; and

WHEREAS, approval of such conditional use permit is subject to the Conditional Use Agreement for Lakota Canyon Golf Club attached as Exhibit B to Resolution No. TC 2003-2 (“Agreement”); and

WHEREAS, the Agreement permitted the construction and operation of a temporary clubhouse pending construction of a permanent facility; and

WHEREAS, the original period of authorization for the temporary clubhouse was three (3) year, but such authority has been extended repeatedly and currently expires November 1, 2013; and

WHEREAS, Warrior Golf Development, LLC (“Warrior Golf” or “Applicant”) is the new owner of the Lakota Canyon Ranch Golf Course, including parcels A-1 and A-2 that are subject to the Conditional Use Permit; and

WHEREAS, Warrior Golf has applied to the Town for certain amendments to the Conditional Use Permit, including the construction of a new permanent clubhouse, the construction of a separate cart-barn, and for permission to use a new temporary clubhouse for the duration of construction; and

WHEREAS, pursuant to Section 17.84.070 and 17.84.040 of the Municipal Code the Planning Commission held a public hearing on September 11, 2013 to consider testimony from the applicant, staff, and the general public on the proposed alterations; and

WHEREAS, by this Resolution, the New Castle Planning Commission desires to recommend that the Town Council approve Warrior Golf’s request for amendments to the Conditional Use Permit Agreement.

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

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein as findings and determinations of the Planning Commission.

2. Additional Findings. Pursuant to Section 17.84.050 of the Municipal Code, based on the testimony presented at the public hearing of September 11, 2013, and subject to the conditions of approval listed below the Planning Commission hereby finds:

- (1) That the property is eligible for conditional use review;
- (2) That the uses proposed in the application are generally compatible with adjacent land uses;
- (3) That the application meets all requirements of Section 17.84.020, is in general compliance with title 17, and does or will minimize potential adverse impacts of the proposed conditional use on adjacent properties and traffic flow;
- (4) That the use proposed is consistent with the Comprehensive Plan;
- (5) That the Town has the capacity to serve the proposed use with water, sewer, fire, and police protection.

3. Conditional Recommendation of Approval. The Planning Commission hereby recommends that the Town Council approve amendments to the Conditional Use Permit Agreement for the Lakota Canyon Ranch Golf Course subject to the following conditions:

- A. The Applicant is permitted to construct the clubhouse and cart-barn as shown in the application, subject to the following dimensional limitations. Compliance with these limitations shall be shown on the Drawings submitted for building permit.

CLUBHOUSE

Front Setback:	20 feet
Rear Setback	20 feet
Side Setbacks	10 feet
Max. Building Height	40 feet
Max. Square Footage	6300 square feet

CART BARN

Front Setback:	20 feet
Rear Setback	20 feet
Side Setbacks	10 feet
Max. Building Height	30 feet
Max. Square Footage	5500 square feet

- B. The Applicant is permitted to utilize a temporary clubhouse facility as shown in the Application during the period of construction, subject to the requirements that the temporary facility meet all necessary building code standards and that such temporary clubhouse is removed no later than twelve (12) months from the date of placement. The Town Administrator may grant a one-time extension of this deadline for up to an additional sixty (60) days upon written request from the Applicant. Requests for extensions beyond sixty (60) days shall require

Council's approval, which may be done by resolution at a public meeting. Before serving either food or liquor the Applicant shall first obtain health department review and approval and a liquor license for the premises.

- C. The Applicant shall comply with the requirements of the Town Engineer as stated in his letter of September 6, 2013.
- D. The Applicant shall submit final construction drawings ("Drawings") at the time of building permit. Such Drawings shall be to scale and submitted on 24X36 inch sheets and contain the following information:
 - a. The person preparing the map
 - b. North arrow, date, scale (shall not exceed 1"=50')
 - c. Accurate dimensions of information shown on the map
 - d. Engineering, drainage, and final surveying, done by Colorado licensed professional engineers and surveyors and stamped accordingly
 - e. Other matters required by this Resolution or by Town Codes.
- E. Applicant shall comply with all applicable building, utility, sign and zoning codes, and pay all applicable permit, tap, and water right dedication fees.
- F. Applicant shall install dark sky compliant downcast lighting on the site.
- G. Applicant shall identify the location of on-site utilities on the Drawings and demonstrate that any permanent construction is not placed within a deeded or platted easement or that any construction within an easement has been approved by the easement holder.
- H. Applicant shall install a new crosswalk consisting of textured colored concrete and stop signs across Clubhouse Drive at the entrance and egress of the access to the cart-barn area and the clubhouse area.
- I. The Applicant shall install temporary irrigation for two (2) growing seasons on any disturbed non-landscaped areas to permit revegetation. The Applicant shall attempt to use raw water for all landscape and revegetation watering if possible.
- J. All exterior trash area shall be enclosed and screened by either a wood fence or dense landscaping materials and all trash enclosures shall be bear and wildlife resistant.
- K. The Applicant will be required as part of the amendment to the Conditional Use Permit Agreement to provide an engineer's cost estimate for the construction of any public improvements on the site and provide security for such improvements and for any revegetation of disturbed areas.

- L. In the event that dirt and fill material are required to be removed from the site, the Applicant shall show the location where such fill is being deposited, and the haul routes for any truck traffic necessary to remove the fill. The Town may require that a bond be posted to cover the cost of road repairs due to hauling.
- M. In the event the Town receives any complaints about uses or observes any violations of the conditional use approval, the Applicant and/or owner may be summoned before the Town Council in a public meeting to show cause why the permit should not be revoked, suspended, or additional conditions imposed. Such show-cause hearing shall be open to the public and the Applicant and/or owner may present testimony or offer other evidence on its behalf.
- N. All representations of the Applicant made verbally or in written submittals presented to the Town in conjunction with the application and before the planning commission or Town Council shall be considered part of the application and binding on the Applicant.
- O. The Applicant shall reimburse the Town for any and all expenses incurred by the Town regarding this approval, including without limitation all costs incurred by the Town's outside consultants such as legal and engineering costs.

THIS RESOLUTION PZ 2013-6 was adopted by the New Castle Planning and Zoning Commission by a vote of ____ to ____ on the 11th day of September, 2013.

NEW CASTLE PLANNING AND
ZONING COMMISSION

By: _____
Chuck Apostolik, Chairman

ATTEST:

Mindy Andis, Deputy Town Clerk

September 6, 2013

Mr. Tom Baker, Town Administrator
Town of New Castle
P.O. Box 90
New Castle, Colorado 81647

**RE: Lakota Canyon Golf Club
Amendment to Conditional Use Permit
Application Review**

Dear Tom,

Please let this letter serve to discuss our concerns and present our comments regarding our review of the Conditional Use Permit Application prepared by Warrior Acquisitions, LLC for the construction of the Clubhouse, Cart Barn and Temporary Clubhouse. This letter is prepared in concert with the PZ 2013-6 Resolution prepared by the Town Attorney for review and deliberation by the Planning and Zoning Commission for a recommendation to Town Council. To perform this review, we have been provided the following information:

1. Development application containing the August 27, 2013 request to amend the current conditional use permit, agreement to abide by the performance standards of 17.72.090 in the municipal code, copies of certified mailings and a letter from the Lakota Canyon Ranch Master Association regarding their review of the proposed buildings.
2. A Parking Site Plan for the Clubhouse – dated 8/22/13 by Patrick W. Stuckey Architects
3. A Parking Site Plan for the Cart Barn – dated 8/26/13 by Patrick W. Stuckey Architects
4. A Landscape Plan for the Clubhouse – dated 8/22/13 by Patrick W. Stuckey Architects
5. A Landscape Plan for the Cart Barn – dated 8/26/13 by Patrick W. Stuckey Architects
6. An existing conditions and as built map dated 8/27/13 by Divide Creek Surveyors
7. Colored building elevations of the Cart Barn by Patrick W. Stuckey Architects
8. Colored building elevations of the Clubhouse by Patrick W. Stuckey Architects

Given our review of the aforementioned information, please note the following:

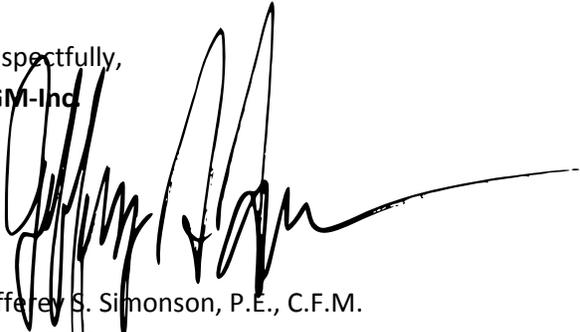
1. As is noted in the application, the applicants are requesting a waiver of meeting the site plan submittal requirements. Although a general site plan is provided for landscaping and parking, the specific information related to grading, utilities, lighting, irrigation, etc.. is missing from a “construction standpoint”. We support the waiver as long as the applicant is willing to provide construction drawings for review and approval prior to construction. Ample time for review and collaboration with the applicant’s engineer and architect will need to be anticipated accordingly. These drawings will need to be prepared by a Colorado Registered Professional Engineer in collaboration with the Town’s Public Works manual, Town staff and town consultants.
2. With the subsequent drawings to be prepared, the following list identifies the elements expected to be addressed with the drawings:
 - a. Site Drainage and Grading
 - b. Site Lighting
 - c. Utility Plans reflecting utility relocations and phasing to accommodate the Clubhouse, Temporary Clubhouse and Cart Barn. Phasing will need to consider proper direction to the contractor to coordinate any ties (or abandonment) to water or sewer lines with the Public Works Department including construction details and timing of such. These plans need to reflect locations of water, sewer, gas, electric, phone, cable and irrigation as applicable. Concern as to existing and future conflicts with each will need to be identified and resolved.
 - d. Details for construction depicting all aspects of proposed construction including parking lots, ties to existing improvements, sidewalks, utility ties, etc...
 - e. The site plan will need to address the phasing of the Temporary Clubhouse with the construction of the permanent Clubhouse (identifying stockpile areas, work zones, parking, etc...) along with reclamation of the area of the Temporary Clubhouse once the permanent Clubhouse is complete.
 - f. Identify any need to tie and costs associated with ties to public improvements. (ie., water lines, sewer lines, drainage features, etc...)

public improvements. If damage does occur, the applicant will be required to make repairs in accordance to the Public Works Manual. If any damage occurs that compromises the safety of the public then repair of such shall occur within 48-hours of damage occurring of having been identified.

7. At present, it is anticipated that the project will not require use of the public right of way for staging. Other than using prescribed parking areas for vehicles, no storage or staging of materials is allowed.
8. Have the drawings been referred to the Colorado River Fire Protection District for review and comment? Their concerns should be addressed accordingly.

Upon your receipt of this letter, yourself and the applicant are likely going to have a number of questions regarding our concerns and/or comments. We remain available and are happy to answer any questions you may have. Likewise, we anticipate attending the P&Z meeting as well as the Council meeting to address any questions or concerns that either of those entities may have.

Respectfully,
SGM-Inc



Jeffrey S. Simonson, P.E., C.F.M.
Town Engineer

Tim Cain

From: Aaron Atkinson <aaron@atkinsonboyle.com>
Sent: Wednesday, September 11, 2013 3:23 PM
To: Tim Cain
Subject: Planning and zoning commission meeting

Tim:

I apologize for not having sent you a letter in preparation for tonight's meeting, but things have gotten away from me today. I have several concerns with respect to the application for conditional use permit submitted by the Warrior group.

We have discussed these concerns at length with Mr. Craven, who shares our concerns with the proposed conditional use permit. We are very excited that Warrior intends to build on its property and develop its interests there, as we believe it benefits everyone (including the town). However, we believe that this particular building should be shrouded with trees and a berm in order to protect residents' property interests.

First and foremost, the cart barn building appears to be far too close to adjoining property lines, and I believe it's as little as 11 feet.

That does not appear to be an sufficient setback. We have significant concerns about the noise pollution from utilizing gas carts (or other carts) within several feet of our property line. My understanding is that the Lakota Golf Club intends to use gas carts, which are significantly louder than regular carts. Gas carts powered up at first light in the morning will be a significant noise pollution problem for property owners on that particular ridge line.

Lighting will be a concern, as well. Although we can't be sure from the plans submitted, there will probably be lighting in the area that could very well affect lots on the ridge line. Bright lights at unusual hours could be a concern.

Next, from what I can gather from the site plan, there is a gas station area to be set within 11 or so feet from our property line as well. This will present bad smells and other pollutants that would further bother neighbors.

Finally, we are concerned about sight lines, and would be very dismayed if they were jeopardized by this proposed building.

I think it would be premature to grant the permit without more protections from the foregoing. This should be developed more than is found in what has been provided to us. Please pass this along to the commission in preparation for tonight's meeting, which I will be unable to attend.

Thanks.

J. Aaron Atkinson
Atkinson | Boyle, PLLC
(720) 379-5480

**TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC 2003-20**

A RESOLUTION OF THE TOWN OF NEW CASTLE, COLORADO,
CONDITIONALLY APPROVING A CONDITIONAL USE PERMIT AMENDMENT
FOR THE CONSTRUCTION AND OPERATION OF A GOLF COURSE AND
ASSOCIATED STRUCTURES ON PARCELS A-1, A-2 AND A-3 OF LAKOTA
CANYON RANCH

WHEREAS, Lakota Canyon Golf Company, LLC ("Developer" or "Applicant") is the owner of certain real property located within Lakota Canyon Ranch in the Town of New Castle, Colorado ("Property"), which Property is depicted as Parcels A-1 and A-2 on the Amended and Restated Subdivision Exclusion/Exemption Map of Lakota Canyon Ranch, approved by Ordinance 2003-2 and recorded in the Office of the Garfield County Clerk and Recorder as Reception No. 632118; and

WHEREAS, the Property is subject to the PUD Master Plan approved by Ordinance No. 2002-18 (the "Lakota Master Plan"), which establishes O-S (Open Space) zoning for the Property including uses as a country club, golf course, and related facilities as conditional uses; and

WHEREAS, the Lakota Master Plan also includes a procedure for site plan review by the Planning Commission for all commercial development; and

WHEREAS, the Planning Commission opened a duly-noticed public hearing on February 12, 2003, to consider Developer's combined application for approval of a conditional use permit and for site plan review seeking authorization to construct and operate a golf course, driving range, clubhouse, maintenance building, and related facilities on the Property; and

WHEREAS, the Planning Commission continued such hearing to February 26, 2003, at which time it approved the site plan application and recommended approval of the conditional use permit subject to certain conditions; and

WHEREAS, the Town Council considered the recommendation of the Planning Commission at its regular meetings on March 4 and March 18, 2003, and approved the conditional use permit application subject to the terms and conditions set forth in Resolution TC 2003-2; and

WHEREAS, Developer has filed an application for approval of an amendment to the site plan and conditional use permit for the golf course and associated structures to allow the relocation of the maintenance building; and

WHEREAS, the Planning Commission opened a duly-noticed public hearing to consider the conditional use permit amendment application and amended site plan on December 10, 2003, at which time it approved the amended site plan and recommended approval of the conditional use permit subject to certain conditions; and

WHEREAS, the Town Council, having considered the recommendation of the Planning Commission at its regular meeting on December 10, 2003, finds and determines that, subject to compliance with all conditions set forth in this Resolution:

- (1) The Property is eligible for conditional use review under the Lakota Master Plan;
- (2) The uses proposed in the application are generally compatible with adjacent land uses;
- (3) The application does or will meet all requirements of the Town Code regarding conditional use permit applications, is in compliance with Title 13 of the Town Code, and does or will minimize potential adverse impacts of the conditional use on adjacent properties and traffic flow;
- (4) The use proposed is consistent with the Comprehensive Plan; and
- (5) The Town has the capacity to serve the proposed use with water, sewer, fire and police protection; and

WHEREAS, the Town Council desires to approve the amendment to the conditional use permit subject to the terms and conditions set forth below.

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

1. Recitals. The foregoing recitals are incorporated herein as findings and determinations of the New Castle Town Council.
2. Definition of the Application. The "Application" consists of the documents and information identified by the Town Clerk on Exhibit A, plus all representations of the Developer reflected in the minutes of the Planning Commission public hearings and meetings on December 10, 2003, and in the minutes of the Town Council meeting on December 16, 2003.
3. Approval. Town Council approves the Application subject to the terms and conditions set forth below.
4. Conditions.
 - A. The Developer shall address to the satisfaction of the Town Engineer all concerns identified in the memorandum dated December 4, 2003.
 - B. All exterior refuse containers shall be bear-proof.
 - C. Final detail designs of signs shall conform to the New Castle sign code.
 - D. All exterior light fixtures shall be cut-off and downcast.

E. The maximum building height for the maintenance building shall be 22 feet.

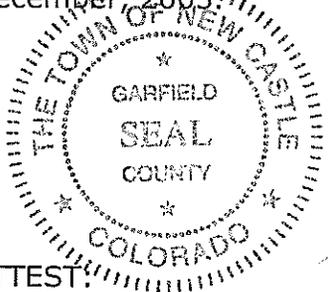
F. All disturbed areas shall be revegetated (including adequate irrigation) within 30 days of issuance of a certificate of occupancy and shall be maintained in a predominantly weed free condition.

G. All fuel, chemical and fertilizer storage shall be engineered and constructed to contain any spills or leaks within the storage areas and prevent entry of these materials into the storm drainage system or waterways on or adjacent to the Property.

H. All oral and written representations of the Applicant submitted to the Town or made at public hearings before the Planning Commission or Town Council shall be binding on the Applicant.

I. The Conditional Use Agreement executed by the Town and the Applicant on March 18, 2003, a copy of which is attached to Resolution TC 2003-2 as Exhibit B, is amended consistent with this Resolution. The Applicant shall indicate its agreement to the amended Conditional Use Agreement by signing below.

THIS RESOLUTION was introduced, read, passed and adopted by the Town Council of the Town of New Castle by a vote of 5 to 0 on the 16th day of December, 2003.



TOWN OF NEW CASTLE, COLORADO

By:



Mayor

ATTEST:


Town Clerk

LAKOTA CANYON GOLF COMPANY, LLC

By: LAKOTA CANYON MANAGEMENT COMPANY

By:


James P. Colombo, President

Exhibit A

The Lakota Canyon Ranch Golf Club Conditional Use Permit Amendment Application consists of the following items:

<u>ITEM</u>	<u>DATED</u>	<u>PAGES</u>
Development Application Form	10/27/03	2
Request Summary, Design Summary and Considerations	No Date	2
Project Site Plan	No Date	1
Letter from Colorado River Engineering, Inc.	11/7/03	2
Site Layout Map	11/7/03	1
Plan View	11/7/03	1
Construction Details	11/7/03	1
Maintenance Building Elevation	11/2/03	1
List of Property Owners within 250 Feet of Project	No Date	1
Affidavit As to Notice of Public Hearing	11/18/03	2

Prepared by:
Sandy Sanchez, Deputy Town Clerk

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302

TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC 2003-2

A RESOLUTION OF THE TOWN OF NEW CASTLE, COLORADO,
CONDITIONALLY APPROVING A CONDITIONAL USE PERMIT
APPLICATION FOR THE CONSTRUCTION AND OPERATION OF A GOLF
COURSE AND ASSOCIATED STRUCTURES ON PARCELS A-1 AND A-2
OF LAKOTA CANYON RANCH

WHEREAS, Lakota Canyon Golf Company, LLC ("Developer" or "Applicant") is the owner of certain real property located within Lakota Canyon Ranch in the Town of New Castle, Colorado ("Property"), which Property is depicted as Parcels A-1 and A-2 on the Amended and Restated Subdivision Exclusion/Exemption Map of Lakota Canyon Ranch, approved by Ordinance 2003-2 and recorded in the Office of the Garfield County Clerk and Recorder as Reception No. 632118; and

WHEREAS, the Property is subject to the PUD Master Plan approved by Ordinance No. 2002-18 (the "Lakota Master Plan"), which establishes O-S (Open Space) zoning for the Property including uses as a country club, golf course, and related facilities as conditional uses; and

WHEREAS, Developer has filed an application for approval of a conditional use permit seeking authorization to construct and operate a golf course, driving range, clubhouse, maintenance building, and related facilities on the Property; and

WHEREAS, the Planning Commission opened a duly-noticed public hearing to consider the conditional use permit application on February 12, 2003, and continued such hearing to February 26, 2003, at which time it recommended approval of the conditional use permit subject to certain conditions; and

WHEREAS, the Town Council, having considered the recommendation of the Planning Commission at its regular meetings on March 4 and March 18, 2003, finds and determines that, subject to compliance with all conditions set forth in this Resolution:

01001547

- (1) The Property is eligible for conditional use review under the Lakota Master Plan;
- (2) The uses proposed in the application are generally compatible with adjacent land uses;
- (3) The application does or will meet all requirements of the Town Code regarding conditional use permit applications, is in compliance with Title 13 of the Town Code, and does or will minimize potential adverse impacts of the conditional use on adjacent properties and traffic flow;

Return to: Stewart Title of GWS

(17)

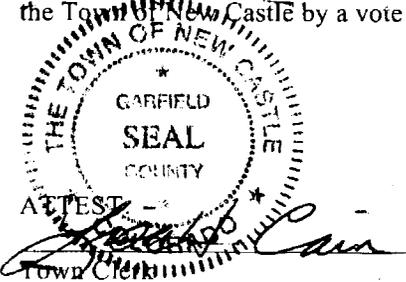
- (4) The use proposed is consistent with the Comprehensive Plan; and
- (5) The Town has the capacity to serve the proposed use with water, sewer, fire and police protection; and

WHEREAS, the Town Council desires to approve the conditional use permit application subject to the terms and conditions set forth below

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

- 1. Recitals. The foregoing recitals are incorporated herein as findings and determinations of the New Castle Town Council.
- 2. Definition of the Application. The "Application" consists of the documents and information identified by the Town Clerk on Exhibit A, plus all representations of the Developer reflected in the minutes of the Planning Commission public hearings and meetings on February 12 and 26, 2003 and in the minutes of the Town Council meeting on March 4 and 18, 2003.
- 3. Approval. The conditional use permit is approved subject to the terms and conditions set forth herein. Such approval does not create any new vested property rights within the meaning of Ordinance 99-30 and Article 68 of Title 24, C.R.S., as amended. Any such vested rights shall be available only pursuant to the procedures of Ordinance 99-30.
- 4. Conditional Use Agreement. Pursuant to Section 13-06-040(E) of the Town Code, approval of the Application is subject to execution by the Developer and the Town Council of the Conditional Use Agreement attached hereto as Exhibit B. The provisions of Exhibit B are incorporated herein by reference. The Mayor and Town Clerk are hereby authorized to execute such Conditional Use Agreement on behalf of the Town.
- 5. Recording. The Town Clerk is hereby directed to record this resolution along with an executed original of the Conditional Use Agreement in the Office of the Garfield County Clerk and Recorder.

THIS RESOLUTION was introduced, read, passed and adopted by the Town Council of the Town of New Castle by a vote of 5 to 0 on the 18th day of March, 2003.



TOWN OF NEW CASTLE, COLORADO
By: Bill Ault
Mayor

Exhibit A

The Lakota Canyon Ranch Golf Club Conditional Use Permit Application consists of the following items:

<u>ITEM</u>	<u>DATED</u>	<u>PAGES</u>
Supplement to Application for Conditional Use Permit	12/20/02	6
Development Application Form	12/17/02	1
Conditional Use Permit Application Checklist	12/28/01	1
List of Property Owners and Mineral Owners within 250 Feet of the Site	1/10/03	1
Golf Operations Manual	8/30/02	83
Lakota Canyon Golf Club Construction Drawings	12/17/02	19
Golf Course Drainage Calculations	12/20/02	3-ring binder & Sheets 1-6
Revised Clubhouse Site Plan	1/29/03	1
Revised Clubhouse Landscape Plan	12/16/02	3
Clubhouse Architectural Drawings	12/20/02	4
Maintenance Building Architectural Drawings	12/20/02	6
Lakota Canyon Ranch PUD Master Plan	9/9/02	
Memorandum from Jim Columbo to Davis Farrar	1/10/03	3
Trash Enclosure	12/18/02	1
Revised Clubhouse Architectural Drawings Sheets A3 & A4	02/06/03	2
Revised Maintenance Bldg Architectural Drawings A3-A6	02/06/03	4
Golf Course Rest Rooms/Site Plan Hole #5/#15	2/14/03	3
Golf Course Rest Rooms Hole #4/#5	2/14/03	2
Lighting Brochure received 2/18/03	Not Dated	5
Lakota Canyon Ranch Parking Requirements	Not Dated	1
Site Plan Review Request (Letter from Myler to McConaughy)	2/19/03	3
Response to Staff Review Dated 2/18/03	2/19/03	9

Prepared by:

Lisa Cain, Town Clerk



EXHIBIT B

**CONDITIONAL USE AGREEMENT
FOR LAKOTA CANYON GOLF CLUB**

THIS AGREEMENT made and entered into this 18th day of March, 2003, by and between LAKOTA CANYON GOLF COMPANY, LLC ("Owner") and THE TOWN OF NEW CASTLE, COLORADO, a Colorado home rule municipality ("Town");

WITNESSETH:

WHEREAS, Owner is the owner of certain real property depicted as Parcels A-1 and A-2 on the Amended and Restated Subdivision Exclusion/Exemption Map for Lakota Canyon Ranch recorded in the Office of the Garfield County Clerk and Recorder as Reception No. 632118 (the "Property"); and

WHEREAS, the Property is subject to the PUD Master Plan approved by Ordinance No. 2002-18 (the "Lakota Master Plan"), which establishes O-S (Open Space) zoning for the Property including uses as a country club, golf course, and related facilities as conditional uses; and

WHEREAS, Owner has filed an application for approval of a conditional use permit seeking authorization to construct and operate a golf course, driving range, clubhouse, maintenance building, and related facilities on the Property; and

WHEREAS, Owner and the Town Council intend that the golf course, clubhouse, and related facilities serve as public amenities for the benefit of all citizens of New Castle in order to enhance opportunities for recreation as well as occasional community events; and

WHEREAS, Section 13-06-040(E) of the Town Code provides that no conditional use certificate shall be issued until the Town and the applicant have entered into an agreement specifying that all conditions imposed by the Town Council will be completed and that the use and improvements will be in accordance with the approved application site plan and development schedule; and

WHEREAS, by Resolution TC 2003-2, the Town Council approved the conditional use application subject to conditions included therein, including the condition that the Town and the Owner execute this Agreement pursuant to Section 13-06-040(E) of the Town Code.

NOW, THEREFORE, in consideration of the premises and 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. The foregoing recitals are incorporated by reference herein as representations and acknowledgments of the parties.

2. Purpose of Agreement. The purpose of this Agreement is to set forth the terms and conditions to be met by the Owner in connection with the construction, use and operation of the Lakota Canyon Golf Club, to set forth certain fees to be paid by the Owner with respect to impacts on the Town and the provision of Town services, and to constitute the agreement provided for in Section 13-06-040(E) of the Town Code with respect to the Property. All terms and conditions contained herein are in addition to all terms and conditions of Resolution TC 2003-2, the Town Code, and state and federal statutes, and are not intended to supercede any requirements contained therein, except where specifically provided herein. This Agreement is "Exhibit B" to Resolution TC 2003-2.

3. Definition of the Application. For purposes of this Agreement, the "Application" means the documents and information identified by the Town Clerk on Exhibit A to Resolution TC 2003-2, as well as representations by Owner or its representatives made during the public hearings before the New Castle Planning Commission on February 12 and 26, 2003, and before the Town Council on March 4 and 18, 2003, as reflected in the minutes of those meetings. The Owner agrees to comply with and abide by all representations included in the Application, and failure to do so shall be a breach of this Agreement.

4. Construction and Operation of Golf Course. The golf course shall be an 18-hole golf course open to the public to be designed by James Engh (the "Golf Course"). The Golf Course shall be completed and open to the public no later than October 1, 2005, except that the proposed driving range shall not be operated until a site plan application for the driving range has been reviewed and approved pursuant to the procedures set forth in the Lakota Master Plan text. The site plan application shall specifically address mitigation of hazards from errant golf balls to vehicular and pedestrian traffic along Clubhouse Drive, grading, permanent structures (if any), proposed lighting or utility needs beyond that shown in the Application (if any), irrigation systems, and all other pertinent information required by the site plan review procedures.

The Golf Course may be privately owned but shall be open, in perpetuity, to the residents of New Castle, Colorado, including residents of Lakota Canyon Ranch and the general public upon the payment of greens fees and subject to reasonable operating policies and procedures. Daily greens fees for New Castle residents shall not exceed \$58 (with cart) for the first four (4) years of operation and, thereafter, shall not exceed Ninety Percent (90%) of the average high season daily greens fees (with cart) in effect at the time for the following seven (7) golf courses:

Battlement Mesa	Aspen (City)
Rifle	Eagle Ranch
Redlands Mesa	Eagle-Vail
River Valley Ranch	

The owner and operator of the Golf Course shall have the right to offer special packages, rates, non-exclusive memberships, punch passes and the like for the residents of New Castle, Lakota Canyon Ranch and/or the general public consistent with the open-to-the-public nature of the golf course operation. Additionally, the owner and operator shall make the course available free of charge to the New Castle Recreation Department for at least one summer program annually, not to take place on any weekends, subject to reasonable terms and conditions to minimize disruption to normal operations and to be agreed upon annually between the owner/operator and the Town Recreation Department.

Once operational, the permanent clubhouse shall be available from time-to-time for community events as determined in Owner's discretion.

During the winter season when the course is not open for golfing, the Golf Course shall be open to the public free of charge for non-motorized winter recreation opportunities including cross-country skiing, snowshoeing, hiking, and similar pursuits. The Owner, in its discretion, shall be entitled to establish rules, regulations and a schedule with regard to and to impose limitations on such use to minimize adverse impacts on the golf course.

The Golf Course shall be operated in a manner consistent with the golf course operations manual and the golf course fertilization and chemical plan included in the Application.

5. Club House and Other Buildings. Any permanent clubhouse shall be constructed and operated consistent with the site plan included in the Application. A temporary clubhouse may be kept and operated on the site for up to three (3) years after initial placement, provided that this period may be extended by the Town Administrator for an additional one (1) year if construction of the permanent clubhouse is underway. If the Owner wishes to continue use of the temporary clubhouse for longer than this period, then the Owner may submit a written request to the Town Council explaining the reasons for enlargement of the temporary time period, and if the request is granted the Town Council may impose additional terms or conditions on the continued use of the temporary clubhouse.

Lighting, grading, drainage, and utility details for the proposed restroom facilities, the maintenance building, the permanent clubhouse, and the temporary clubhouse shall be subject to review and approval by the Town Staff prior to the issuance of building permits for such facilities or, as applicable, prior to setting the temporary clubhouse on the site.

6. Parking. A final determination of all required parking shall be made by Town Staff prior to the issuance of building permits based upon the final construction drawings and using the methodology attached as Exhibit C to Resolution TC 2003-2.

7. Building Height. The maximum building heights shall be 44 feet for the permanent clubhouse, , 40 feet for the maintenance building, and 16 feet for the restroom facilities on the Golf Course. The temporary clubhouse shall be as represented in the Application.

8. Lighting. Lighting shall be consistent with the most recent site plan included in the Application. The maximum wattage of all streetlights shall not exceed 175 watts, and mercury vapor lights shall not be permitted. The entry monument signs shall be up-lit in a manner that shields the view of the lighting source from pedestrian and vehicular traffic. Owner shall submit exterior lighting specifications, wattage, and manufacturers' lighting patters for all exterior building light fixtures prior to the issuance of building permits for such buildings. All exterior light fixtures shall be cut-off and downcast.

9. Signage. All signs shall comply with the Towns sign code regulations. Traffic regulatory signs shall conform to the Manual on Uniform Traffic Control Devices.

10. Wildlife. All exterior refuse containers shall be bear-proof whether or not they are located within a screened enclosure. Wildlife corridors and wildlife easements shall be maintained as provided in the Application and in the Lakota Master Plan. No buildings, structures, or refuse containers shall be permitted in the wildlife corridors and wildlife easement areas.

11. Compliance With Regulations. The Owner shall comply with all applicable permits, regulations, statutes and laws with respect to the construction, use, and operation of the Golf Course, including all local, state, and federal requirements. Without limiting the generality of the foregoing, the Owner shall be required to obtain and comply with the terms and conditions of a water quality certification from the Colorado Department of Public Health and Environment ("CDPHE"), Water Quality Control Division, and a Department of the Army permit from the U.S. Army Corps of Engineers pursuant to Sections 401 and 404 of the Clean Water Act, respectively.

The Town shall have the right to review chemical application records for the Golf Course, and the Town shall be notified of all chemical spills or other notifiable violations that are required to be reported to the CDPHE, EPA, or other regulatory agencies.

Further, the Golf Course shall be constructed and operated in a manner consistent with the following performance standards set forth in Section 13-08-090 of the Town Code:

Smoke. No use shall be permitted in any district unless it conforms to the standards established by the CDPHE's rules and regulations pertaining to emission of smoke.

Particulate Matter. No operation shall be conducted unless it conforms to the standards established by the CDPHE's rules and regulations pertaining to emission of particulate matter.

Dust, Odor, Gas, Fumes, Glare or Vibration. No operation shall be conducted unless it conforms to the standards established by the CDPHE's rules and regulations pertaining to emission of dust, odor, gas, fumes, glare or vibration.

Radiation Hazards and Electrical Disturbances. No operation shall be conducted unless it conforms to the standards established by the CDPHE's rules and regulations pertaining to radiation control.

Noise. No operation shall be conducted unless it conforms to the standards established by the CDPHE's rules and regulations pertaining to noise.

Water Pollution. No operation shall be conducted unless it conforms to the standards established by the CDPHE's rules and regulations pertaining to water pollution.

12. Conditional Use Certificate. The Golf Course shall not become operational until the issuance of a Conditional Use Certificate by the Town Planner. This Certificate shall be issued upon:

a. The Town Engineer's determination that the issues in his memorandum dated February 21, 2003 have been satisfactorily resolved.

b. The Town Engineer's approval of a storm water management plan pursuant to Section 17, below.

c. Owner has reimbursed the Town based on then-current invoices for the Town's engineering, planning, and legal consultant review fees and other costs and expenses of the Town incurred as a direct result of the Application; provided that issuance of the Certificate shall not be a waiver of by the Town of its right to claim reimbursement for any costs not billed as of such date.

d. The Town and Owner have agreed to a weed management plan pursuant to Section 15, below.

13. Water and Sewer Service. The parties ratify and affirm all terms and conditions of the Lakota Canyon Ranch – Town of New Castle Water Infrastructure/Water Rights and Tap Fee Purchase Agreement recorded with the Garfield County Clerk and Recorder under Reception No. 618282 (the "Water Agreement"). Nothing herein shall be deemed an amendment of the Water Agreement except as expressly stated.

All outside water use on the Property, including without limitation irrigation of the Golf Course, landscape irrigation, and water features shall rely exclusively on non-potable water provided by Owner. Subject only to Section 13 of the Water Agreement, Town treated water service shall be provided only for indoor uses for the clubhouse facility, maintenance building, and up to two (2) golf course restroom facilities. The clubhouse and maintenance building shall be provided with Town sewer service, but the restroom facilities shall rely on vault toilets, which shall be regularly serviced by Owner and which shall be designed in a manner to be approved by

the Town Engineer as a condition of building permit. At or before the issuance of a building permit for each structure on the Property, the Owner shall submit plans and specifications sufficient for the Town to calculate water usage and EQR ratings according to the EQR table in effect at the time of the building permit application. Also prior to building permit issuance, Owner shall pay a water rights dedication fee to the Town based upon the same number of EQRs used to calculate water tap fees. The water rights dedication fee shall be equal to the fee charged to new development in effect at the time of payment. The tap fees paid under this Section shall count as "taps purchased by individual lot owners" for the purpose of calculating tap fee guarantee payments under Section 7 of the Water Agreement.

Any and all taps purchased by Owner for uses on the Property shall be counted against the 827 EQRs available for the total projected buildout of Lakota Canyon Ranch.

14. Public Improvements. All water lines, water facilities, sewer lines, sewer facilities, hydrants, water or sewer distribution facilities, drainage structures, gas lines, electrical facilities, cable T.V., telephone lines, utility systems, public roads and sidewalks, and other public improvements (the "Public Improvements") will be installed and completed within the Property by Lakota Canyon Ranch Development, LLC pursuant to the conditions of Final Subdivision Plat Approvals for Lakota Canyon Ranch and in accordance with the provisions of various subdivision improvements agreements which describe the Public Improvements to be installed, provide security for their completion and require compliance with specific design, construction and inspection criteria. Should any grading, construction, or development (collectively "development") of the Property have the potential to alter, conflict or interfere with any roads, access ways, water, sewer, or other utility lines or other Public Improvements secured pursuant to subdivision improvements agreements for Lakota Canyon Ranch, Owner shall, prior to undertaking such development on the Property, submit plans and specifications for review and approval by the Town Engineer. The Town reserves the right to require security from Owner as a condition of proceeding with such development in order to protect the integrity of the Public Improvements for adjacent subdivisions if deemed necessary by the Town Engineer.

15. Revegetation and Weed Control. Owner shall control weeds in accordance with a weed management plan to be developed between Owner, the Town, and the developer of the remaining lands within Lakota Canyon Ranch prior to the issuance of the Conditional Use Certificate. In the event that golf course construction is halted or the golf course is not completed within the time frame anticipated by this Agreement, Owner shall be obligated to re-vegetate and stabilize all disturbed areas within the Property and to control weeds within the Property. If the Owner fails to do so, the Town shall have the right to enter the Property and take remedial action at the Owner's expense and to assess the costs thereof as a lien against the Property. Any such remedial action and cost assessment may be undertaken in a manner consistent with the procedures available to the Town for the abatement of public nuisances.

16. Easements. Following the installation of utilities serving the Property as well as adjacent lands, Owner shall survey the utility locations, provide as-built drawings of all utilities

to the Town, and dedicate or convey permanent easements to replace the "blanket" easements currently in place over the Property. Easements dedicated to the Town shall be free and clear of liens or encumbrances that would interfere with the intended purpose of such easements and shall be insured by a policy of title insurance in a form and amount acceptable to the Town Attorney.

17. Storm Water Management. Owner shall undertake a storm water quality assessment and prepare and comply with a storm water management and monitoring plan to be approved by the Town Engineer in his discretion. This shall be accomplished prior to issuance of the Conditional Use Certificate.

18. Golf Course as Drainage Improvement. Owner acknowledges that drainage plans for Lakota Canyon Ranch and individual filings within Lakota Canyon Ranch are premised upon the existence of an irrigated golf course on the Property and that the golf course serves as a drainage structure for the benefit of adjacent lands. As such, the Town has an interest in ensuring that the golf course lands be irrigated and maintained in a manner sufficient for the Property to function in this manner. To this end, if the Property stops being used as a golf course, Owner agrees to continue irrigation and maintenance, including the provision of both a legal and physical irrigation water supply, to the minimum extent necessary to maintain its function as a drainage structure as determined by the Town Engineer. This obligation shall continue until alternate drainage facilities are constructed to meet the needs of adjoining lands as determined by the Town Engineer.

19. Revegetation, Landscaping, and Irrigation. All landscaping shall be installed and maintained by Owner and/or the Lakota Canyon Ranch Homeowners' Association, including landscaping in and adjacent to public rights-of-way through the Property.

Disturbed areas adjacent to golf course fairways and greens shall be revegetated with grasses and plants approved by the Colorado Division of Wildlife.

Owner shall submit irrigation system construction drawings to the Town Staff for review and approval prior to installation for all irrigated areas within public rights-of-way, and following installation Owner shall submit as-built drawings of the irrigation systems installed within and adjacent to public rights-of-way, the maintenance building, and the clubhouse. Owner shall also submit information regarding the irrigation system to the satisfaction of the Town Engineer regarding connections and delivery systems that are to provide irrigation water to public parks and open space proposed for dedication to the Town. The Town shall have the right, but not the duty, to enter upon the Property for the purpose of inspecting, maintaining, repairing, and replacing any irrigation lines on the Property that serve lands owned, used, or maintained by the Town.

20. Fees and Expenses. Owner agrees to reimburse the Town for any and all reasonable fees and expenses actually incurred by the Town in connection with or arising out of the approval of the Application and this Agreement, including without limitation all of the Town's planning, engineering, surveying, and legal costs, copy costs, recording costs, and other expenses

whatsoever. Owner shall pay such fees and expenses of the Town promptly upon the receipt of a billing. Failure to do so in a timely manner shall be a breach of this Agreement.

21. Voluntary Agreement. Notwithstanding any provision of the Town Code, this Agreement is the voluntary and contractual agreement of the Owner and the Town. Owner agrees that all terms and conditions of this Agreement are agreed to and constitute the voluntary actions of the Owner.

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

- A. The refusal to issue to the Owner any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the Town until after the affidavit described in Subparagraph B, below, has been recorded;
- B. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the Town Attorney and signed by the Town Administrator or his designee, stating that the terms and conditions of this Agreement have been breached by the Owner. At the next Town Council meeting, the Town Council shall either approve the recording of said affidavit or direct the Town Administrator to record an affidavit stating that the default has been cured. Upon the recording of an affidavit of breach, no further development shall occur until the default has been cured. An affidavit signed by the Town Administrator stating that the default has been cured shall remove this restriction;
- C. A demand that the security given for the completion of the Public Improvements be paid, honored, or foreclosed upon;
- D. The refusal to consider further development plans within Lakota Canyon Ranch, including the Property; and/or
- E. Any other remedy available at law.

Unless necessary to protect the immediate health, safety, and welfare of the Town or Town residents, the Town shall provide the Owner ten (10) business days' written notice of its intent to take any action under this paragraph during which ten-business-day period (or such longer time period as is reasonably required for cure, if Owner commences cure within such ten-business-day period and diligently pursues cure to completion) the Owner may cure the breach described in said notice and prevent further action by the Town. Furthermore, unless an affidavit as described in Subparagraph B, above, has been recorded with the Garfield County Clerk and Recorder, any

person dealing with the Owner shall be entitled to assume that no default by the Owner has occurred hereunder unless a notice of default has been served upon Owner as described above, in which event Owner shall be expressly responsible for informing any such third party of the claimed default by the Town.

23. Assignment. This Agreement may not be assigned by the Owner without the prior written consent of the Town, which consent shall not be unreasonably withheld and shall be based upon the financial capability of the proposed assignee to perform the terms of this Agreement. In the event Owner desires to assign its rights and obligations herein, it shall so notify the Town in writing together with the proposed assignee's written agreement to be bound by the terms and conditions contained herein.

24. Indemnification. Owner agrees to indemnify and hold the Town harmless from any and all claims or losses of any nature whatsoever incurred by the Town resulting from the issuance of the Conditional Use Permit for the Property and all other approvals pursuant to Resolution TC 2003-2. This indemnification shall include actual attorneys' fees incurred in the event that any party brings an action against the Town for any of the approvals described herein. The parties hereto intend not to duplicate any legal services or other costs associated with the defense of any claims against either party described in this section. The parties hereto agree to cooperate in full to minimize expenses incurred as a result of the indemnification herein described.

25. Waiver of Defects. In executing this Agreement, Owner waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the Town to impose conditions on Owner as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

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

27. 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 Code and the laws of the State of Colorado, and that Owner, 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 that is subsequently held unlawful by a court of law.

28. 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.

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

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

31. 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.

32. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation to resolve a claim of default in performance by the Owner, 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.

33. 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.

34. 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.

35. 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 three (3) mail delivery days after deposit in the United States mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

Notice to Town:

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

With a copy to:

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

Notice to Owner:

James P. Colombo
Lakota Canyon Management Company
520 E. Cooper, Suite 205
Aspen, CO 81611
Phone (970) 927-2615
Fax (970) 927-0316

With a copy to:

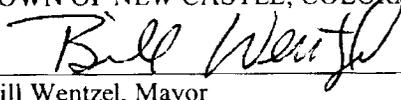
David Myler, Esq.
Freilich, Myler, Leitner & Carlisle
106 S. Mill Street, Suite 202
Aspen, CO 81611
Phone (970) 920-1018
Fax (970) 920-4259

36. 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.

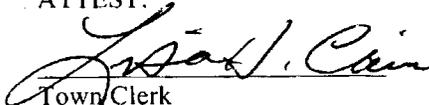
TOWN OF NEW CASTLE, COLORADO

By



Bill Wentzel, Mayor

ATTEST:

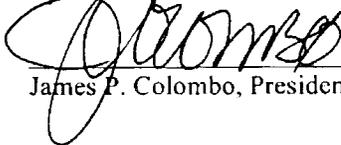


Town Clerk

LAKOTA CANYON GOLF COMPANY, LLC

By: LAKOTA CANYON MANAGEMENT COMPANY

By



James P. Colombo, President

EXHIBIT

tabbles

C

Parking Requirements

Clubhouse (Approximately 1,300 s.f. commercial/retail/restaurant)
(Town of New Castle Section 13-14-020 F1)
Parking Based on 2 spot per 300 s.f.
Parking Required = 9 spots

Clubhouse (Approximately 700 s.f. office)
(Town of New Castle Section 13-14-020 F3)
Parking Based on 1 spot per 300 s.f.
Parking Required = 3 spots

Future Clubhouse (Approximately 1,900 s.f. office)
(Town of New Castle Section 13-14-020 F3)
Parking Based on 1 spot per 300 s.f.
Parking Required = 7 spots

Future Clubhouse (Approximately 1,900 s.f. office/conference room)
(Town of New Castle Section 13-14-020 F3)
Parking Based on 1 spot per 300 s.f.
Parking Required = 7 spots

Golf Course

Parking Based on 3 spots per 4 golfers
Average Release Time = 10mins per hour
Average Play Time = 5 hours
Parking Required = 90 spots

Employee

(Town of New Castle Section 13-14-020)
Parking Based on 1 spot per 2 employees
Average Number of Employees = 19
Parking Required = 10 spots

Parking Spots Required = 126
Parking Spots Provided = 126
Handicap Parking Provided = 7
Total Spots Provided = 133

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17 of 17 R 86.00 D 0.00 GARFIELD COUNTY CO

**AMENDMENT TO CONDITIONAL USE AGREEMENT
FOR LAKOTA CANYON GOLF CLUB**

This Amendment to Conditional Use Agreement for Lakota Canyon Golf Club (“Amendment”) is entered into this ____ day of _____, 2013 by and between the Town of New Castle, Colorado, a Colorado municipal corporation (“Town”) and Warrior Golf Development, LLC (“Warrior”). The Town and Warrior are collectively referred to herein as the “Parties”

Recitals:

WHEREAS, by Town of New Castle Resolution No. TC 2003-2 the Town Council conditionally approved a conditional use permit application for the construction and operation of a golf course and associated structures on Parcels A-1 and A-2 of Lakota Canyon Ranch; and

WHEREAS, approval of such conditional use permit is subject to the Conditional Use Agreement for Lakota Canyon Golf Club attached as Exhibit B to Resolution No. TC 2003-2, as amended by Resolution TC 2003-20 (collectively the “Agreement”); and

WHEREAS, Warrior is the new owner of the Lakota Canyon Ranch Golf Course, including parcels A-1 and A-2 that are subject to the Conditional Use Permit and Agreement; and

WHEREAS, per Resolution TC 2013-20 the Town has approved certain amendments to the Conditional Use Permit, including the construction of a new permanent clubhouse, the construction of a separate cart-barn, and for permission to use a new temporary clubhouse for the duration of construction, subject to execution of this Amendment.

NOW THEREFORE, for and in consideration of the mutual promises and covenants contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

Recitals. The forgoing recitals are incorporated by reference herein as representations and acknowledgements of the Parties.

Amendments. The following provisions of the Agreement are amended as set forth herein:

Section 3. Definition of “Application”. Is amended to include Exhibit A from Resolution TC 2013-20 and the representations made by Warrior at the public hearing before the Planning Commission on September 11, 2013 and the meeting before Council on September 17, 2013.

Section 5. Club House and Other Buildings. Is replaced in its entirety with the following:

Warrior is permitted to construct the permanent clubhouse and cart-barn as shown in the application, subject to the following dimensional limitations. Compliance with these limitations shall be shown on the Drawings submitted for building permit.

CLUBHOUSE

Front Setback:	20 feet
Rear Setback	20 feet
Side Setbacks	10 feet
Max Building Height	40 feet
Max. Square Footage	6300 square feet

CART BARN

Front Setback:	20 feet
Rear Setback	20 feet
Side Setbacks	10 feet
Max. Building Height	30 feet
Max. Square Footage	5500 square feet

Warrior is permitted to utilize a temporary clubhouse facility as shown in the Application during the period of construction, subject to the requirements that the temporary facility meet all necessary building code standards and that such temporary clubhouse is removed no later than twelve (12) months from the date of placement. The Town Administrator may grant a one-time extension of this deadline for up to an additional sixty (60) days upon written request from Warrior. Requests for extensions beyond sixty (60) days shall require Council's approval, which may be done by resolution at a public meeting. Before serving either food or liquor within the temporary facility Warrior shall first obtain health department review and approval and a liquor license for the premises.

Warrior shall submit final construction drawings for the buildings ("Drawings") at the time of building permit. Such Drawings shall be to scale and submitted on 24X36 inch sheets and contain the following information:

- a. The person preparing the map
- b. North arrow, date, scale (shall not exceed 1"=50')
- c. Accurate dimensions of information shown on the map
- d. Engineering, drainage, and final surveying, done by Colorado licensed professional engineers and surveyors and stamped accordingly
- e. Compliance with the Town Engineer's letter of 9/6/13;
- f. Other matters required by this Agreement or by Town Codes.

Section 6. Parking. The parking shall be as shown in the Application for the Amendment.

Section 7. Building Height. The maximum building heights shall be 40 feet for the permanent clubhouse, 22 feet for the existing maintenance building, 30 feet for the cart-barn, and 16 feet for the restroom. The temporary clubhouse shall be as represented in the Application.

Section 8. Lighting. Is amended to include “and dark sky compliant” to the last sentence.

Section 13. Water and Sewer Service. Is amended to include the following paragraph at the end of the section:

Warrior’s predecessor obtained the necessary taps to provide water service in the amount of 3.2 EQRs for the subject property. At the time of building permit Warrior shall submit the final EQR total for the permanent clubhouse and cart-barn, and shall be entitled to a credit against that total in the amount of 3.2 EQRs.

Section 14. Public Improvements. Is amended to include the following paragraphs at the end of the section:

Warrior shall install a new crosswalk consisting of textured colored concrete and stop signs across Clubhouse Drive at the entrance and egress of the access to the cart-barn area and the clubhouse area.

At the time of building permit Warrior shall provide an engineer’s cost estimate for the construction of all public improvements on the site and provide security for such improvements and for any revegetation of disturbed areas.

Section 15. Revegetation and Weed Control. Is amended to include the following paragraph at the end of the section:

Warrior shall install temporary irrigation for two (2) growing seasons on any disturbed non-landscaped areas to permit revegetation. Warrior shall use raw water for all landscape and revegetation watering if possible.

Section 16. Easements. Is amended to add the following to the beginning of the section:

At the time of building permit Warrior shall identify the final location of on-site utilities on the Drawings and demonstrate that any permanent construction is not placed within a deeded or platted easement or that any construction within an easement has been approved by the easement holder.

Section 22. Breach by Owner; Town Remedies. Is amended to include a new paragraph at the end of the section:

In addition to the foregoing, in the event the Town receives any complaints about uses or observes any violations of the conditional use approval, Warrior may be summoned before the

Town Council in a public meeting to show cause why the permit should not be revoked, suspended, or additional conditions imposed. Such show-cause meeting shall be open to the public and Warrior may present testimony or offer other evidence on its behalf.

Section 35. Notice. Notices required under this Agreement are as follows:

Town: Town of New Castle
450 Main Street
PO Box 90
New Castle, CO, 81647
Attn: Town Administrator

With a copy to David H. McConaughy
Garfield & Hecht, P.C.
420 Seventh Street, Suite 100
Glenwood Springs, Colorado 81601

Warrior: Warrior Golf Development
15 Mason, Suite A
Irvine CA, 92618
Attn: Walter Bolen

Section 37. Hauling. There is hereby added a section 37 as follows:

In the event that dirt and fill material are required to be removed from the site, Warrior shall show the location where such fill is being deposited, and the haul routes for any truck traffic necessary to remove the fill. The Town may require that a bond be posted to cover the cost of road repairs due to hauling.

Authority. Each person signing this Amendment represents and warrants that he or she is fully authorized to enter into and execute this Amendment and to bind the party he/she represents to the terms and conditions hereof.

Attornment/Remainder Unchanged. All terms, conditions, requirements and obligations of the Agreement not specifically amended herein remain in full force and effect, constitute binding requirements among the Parties, and by its signature below Warrior agrees to attorn to that Agreement as amended herein.

WHEREFORE, the Parties have executed this Amendment as of the date first written above.

**TOWN OF NEW CASTLE
COLORADO, a Colorado municipal
corporation**

By: _____
Frank Breslin, Mayor

ATTEST:

Town Clerk/Deputy Town Clerk

**WARRIOR GOLF
DEVELOPMENT, LLC**

By: _____
Name: _____
Its: _____

STATE OF COLORADO)
)ss.
COUNTY OF _____)

The within and foregoing instrument was acknowledged before me in the said County and State on this ___ day of _____, 2013, by _____ as _____ of Warrior Golf Development, LLC.

My Commission expires:

Notary Public

TOWN OF NEW CASTLE, COLORADO
RESOLUTION NO. TC 2013-20

A RESOLUTION OF THE NEW CASTLE TOWN COUNCIL APPROVING
AMENDMENTS TO THE CONDITIONAL USE AGREEMENT FOR THE
LAKOTA CANYON GOLF CLUB.

WHEREAS, by Town of New Castle Resolution No. TC 2003-2 the Town Council conditionally approved a conditional use permit application for the construction and operation of a golf course and associated structures on Parcels A-1 and A-2 of Lakota Canyon Ranch; and

WHEREAS, approval of such conditional use permit is subject to the Conditional Use Agreement for Lakota Canyon Golf Club attached as Exhibit B to Resolution No. TC 2003-2 (“Agreement”); and

WHEREAS, the Agreement permitted the construction and operation of a temporary clubhouse pending construction of a permanent facility; and

WHEREAS, the original period of authorization for the temporary clubhouse was three (3) year, but such authority has been extended repeatedly and currently expires November 1, 2013; and

WHEREAS, Warrior Golf Development, LLC (“Warrior Golf” or “Applicant”) is the new owner of the Lakota Canyon Ranch Golf Course, including parcels A-1 and A-2 that are subject to the Conditional Use Permit; and

WHEREAS, Warrior Golf has applied to the Town for certain amendments to the Conditional Use Permit, including the construction of a new permanent clubhouse, the construction of a separate cart-barn, and for permission to use a new temporary clubhouse for the duration of construction; and

WHEREAS, pursuant to Section 17.84.070 and 17.84.040 of the Municipal Code the Planning Commission held a public hearing on September 11, 2013 to consider testimony from the applicant, staff, and the general public on the proposed alterations; and

WHEREAS, the New Castle Planning Commission by resolution PZ 2013-6 unanimously recommended that the Town Council approve Warrior Golf’s request for amendments to the Conditional Use Permit Agreement, subject to certain conditions; and

WHEREAS, pursuant to Section 17.84.050 of the Municipal Code, based on the testimony presented at the public hearing of September 11, 2013, the Planning Commission found that:

- (1) That the property is eligible for conditional use review;
- (2) That the uses proposed in the application are generally compatible with adjacent land uses;

- (3) That the application meets all requirements of Section 17.84.020, is in general compliance with title 17, and does or will minimize potential adverse impacts of the proposed conditional use on adjacent properties and traffic flow;
- (4) That the use proposed is consistent with the Comprehensive Plan;
- (5) That the Town has the capacity to serve the proposed use with water, sewer, fire, and police protection.

WHEREAS, the Town Council considered the requested amendment at its meeting of September 17, 2013, agrees with the findings of the Planning Commission, and hereby approves the amendments, subject to the conditions herein.

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

1. Incorporation of Recitals. The foregoing Recitals are incorporated herein as findings and determinations of the Town Council.
2. Approval of Amendments. The Town Council hereby approves the proposed amendments to the Conditional Use Permit Agreement for the Lakota Canyon Ranch Golf Course subject to the terms and conditions set forth herein. Nothing in this approval creates any new vested rights pursuant to the Municipal Code or C.R.S. § 24-68-101 *et seq.*
3. Definition of the Application. The “Application” consists of those items listed on the attached Exhibit A, plus any representations of the Applicant reflected in the minutes of the Planning Commission public hearing of September 11, 2013 and in the minutes of the Town Council meeting from September 17, 2013.
4. Amendment to Conditional Use Agreement. This approval is conditioned on the execution by the Applicant and the Town Council of the Amendment to the Conditional Use Permit Agreement attached hereto as Exhibit B. The Mayor is authorized to execute the Amendment to the Conditional Use Permit Agreement when finalized and after execution by the Applicant.
5. Recording. The Town Clerk is authorized to record this Resolution and the fully executed Amendment to the Conditional Use Permit Agreement in the real property records for Garfield County, Colorado.

THIS RESOLUTION was adopted by the New Castle Town Council by a vote of ___ to ___ on the _____ of September, 2013.

NEW CASTLE TOWN COUNCIL

Frank Breslin, Mayor

ATTEST:

Melody Harrison, Town Clerk