



**TOWN OF SILT
REGULAR BOARD OF TRUSTEES AGENDA
MONDAY, APRIL 13, 2020 – 7:00 P.M.
MUNICIPAL COUNCIL CHAMBERS**

REMOTE MEETING

(Participation information available on homepage at: townofsilt.org)

ESTIMATED TIME	AGENDA ITEM	PUBLIC HEARING or ACTION ITEM	STAFF PRESENTOR
	Agenda		Tab A
7:00	Call to order		Mayor Richel
	Roll call		
	Pledge of Allegiance and Moment of Silence		
7:05	Consent agenda – 1. Minutes of the March 17, 2020 Special Board of Trustees meeting 2. Minutes of the March 23, 2020 Board of Trustees meeting	Action Item	Tab B Mayor Richel
	Conflicts of Interest		
7:10	Public Comments - The Mayor will announce the time for public comment. Persons desiring to make public comment on items not on the agenda shall activate the “raise hand” function in the meeting program. For persons who will participate in the meeting by telephone, they should send an email by 5:00 p.m. on the day of the meeting to sheila@townofsilt.org indicating their desire to make public comment.		
7:25	Agenda Changes		
	Swearing in and seating of newly elected Trustees		Town Clerk McIntyre
	Nomination of Mayor Pro-tem	Action Item	
	Nomination of Board Representative to VALE Board	Action Item	
7:40 5 min	Consent Agenda – 1. Resolution No. 22, Series 2020, A RESOLUTION EXPRESSING THE APPRECIATION OF THE BOARD OF TRUSTEES FOR THE SERVICES OF DINA PRIETO AS A TRUSTEE OF THE TOWN OF SILT	Action Item	Tab C Mayor Richel
7:45 10 min	Mountain Waste Semi-annual report	Info Item	Tab D Administrator Layman
7:55 15 min	Regional Detoxification Service Center discussion	Info Item	Tab E Administrator Layman

<p>8:10 5 min</p>	<p>Stoney Ridge Phase II – Request for 3rd reduction in Letter of Credit balance</p>	<p>Action Item</p>	<p>Tab F Director Aluise</p>
<p>8:15 5 min</p>	<p>First reading of Ordinance No. 9, Series 2020, AN ORDINANCE OF THE TOWN OF SILT (“TOWN”) APPROVING A LAND LEASE AGREEMENT BETWEEN THE TOWN AND HIGHWATER FARM, A COLORADO NONPROFIT CORPORATION (“HIGHWATER”) FOR A LEASE OF A PORTION OF THE SILT RIVER PRESERVE KNOWN AS PARCEL # 2179-094-00-733 AND THE APPURTENANT WATER RIGHTS, FOR THE PURPOSE OF ACTIVE AGRICULTURAL PRODUCTION, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO</p> <p><i>*The Mayor will announce the time for public comment in the Public Hearing. Persons desiring to make public comment on this item shall activate the “raise hand” function in the meeting program. For persons who will participate in the meeting by telephone, they should send an email by 5:00 p.m. on the day of the meeting to sheila@townofsilt.org indicating their desire to make public comment on this agenda item.</i></p>	<p>Public Hearing</p> <p><i>* See note under agenda topic</i></p>	<p>Tab G Director Aluise</p>
<p>8:20 20 min</p>	<p>Resolution No. 11, Series 2020, A RESOLUTION SETTING FORTH FINDINGS OF FACT AND CONCLUSIONS REGARDING AN ANNEXATION PETITION FOR TWO PARCELS KNOWN AS THE PAINTED PASTURES VILLAGES ANNEXATION, A 9.223-ACRE PARCEL AND A 2.001-ACRE PARCEL, BOTH SOUTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE LYON COMMERCIAL PLANNED UNIT DEVELOPMENT, WITHIN GARFIELD COUNTY, STATE OF COLORADO</p> <p><i>*The Mayor will announce the time for public comment in the Public Hearing. Persons desiring to make public comment on this item shall activate the “raise hand” function in the meeting program. For persons who will participate in the meeting by telephone, they should send an email by 5:00 p.m. on the day of the meeting to sheila@townofsilt.org indicating their desire to make public comment on this agenda item.</i></p>	<p>Public Hearing</p> <p><i>* See note under agenda topic</i></p>	<p>Tab H Director Aluise</p>
<p>8:40 10 min</p>	<p>First reading of Ordinance No. 3, Series 2020, AN ORDINANCE ANNEXING THAT CERTAIN PROPERTY KNOWN AS THE VILLAGE AT PAINTED PASTURES ANNEXATION, A 9.223-ACRE PARCEL AND A 2.001-ACRE PARCEL, BOTH SOUTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE LYON COMMERCIAL PLANNED UNIT DEVELOPMENT, WITHIN GARFIELD COUNTY, STATE OF COLORADO</p> <p><i>*The Mayor will announce the time for public comment in the Public Hearing. Persons desiring to make public comment on this item shall activate the “raise hand” function in the meeting program. For persons who will participate in the meeting by telephone, they should send an email by 5:00 p.m. on the day of the meeting to sheila@townofsilt.org indicating their desire to make public comment on this agenda item.</i></p>	<p>Public Hearing</p> <p><i>* See note under agenda topic</i></p>	<p>Tab I Director Aluise</p>

8:50 15 min	<p>First reading of Ordinance No. 4, Series 2020, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ZONING AS A PLANNED UNIT DEVELOPMENT CERTAIN ANNEXED LAND KNOWN AS THE VILLAGE AT PAINTED PASTURES ANNEXATION, A 9.223-ACRE PARCEL AND A 2.001-ACRE PARCEL, BOTH SOUTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE LYON COMMERCIAL PLANNED UNIT DEVELOPMENT, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO</p> <p><i>*The Mayor will announce the time for public comment in the Public Hearing. Persons desiring to make public comment on this item shall activate the “raise hand” function in the meeting program. For persons who will participate in the meeting by telephone, they should send an email by 5:00 p.m. on the day of the meeting to sheila@townofsilt.org indicating their desire to make public comment on this agenda item.</i></p>	Public Hearing <i>* See note under agenda topic</i>	Tab J Director Aluise
9:05 15 min	Cigarette tax discussion	Info Item	Tab K Administrator Layman
9:20 15 min	Police Officer Retention, Recruitment and Operations	Info Item	Tab L Chief Kite
9:35 20 min	COVID-19 Relief Efforts	Info Item	Tab M Administrator Layman
9:55 15 min	COVID-19 Updated Town of Silt Financial Status	Info Item	Tab N Administrator Layman / Treasurer Tucker
10:10 5 min	Administrator and Staff reports	Info Item	Tab O Administrator Layman
10:15 10 min	Updates from Board / Board Comments		
10:25 15 min	Executive Session – For discussion of a personnel matter under C.R.S. Section 24-6-402(4)(f) – Administrator’s Evaluation		
10:40	Adjournment		
<p>The next regularly scheduled meeting of the Silt Board of Trustees is Monday, April 27, 2020. Items on the agenda are approximate and intended as a guide for the Board of Trustees. “Estimated Time” is subject to change, as is the order of the agenda. For deadlines and information required to schedule an item on the agenda, please contact the Silt Town Clerk at 876-2353.</p>			

**TOWN OF SILT
SPECIAL BOARD OF TRUSTEES MEETING
MARCH 17, 2020 – 5:30 P.M.**

The Silt Board of Trustees held a special meeting on Tuesday, March 17, 2020 in the municipal council chambers. Mayor Richel called the meeting to order at 5:30 p.m.

Roll call	Present	Mayor Keith Richel Mayor Pro-tem Kyle Knott Trustee Justin Brintnall Trustee Andreia Poston Trustee Dina Prieto Trustee Jerry Seifert Trustee Sam Walls
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Also present were Town Administrator Jeff Layman, Town Clerk Sheila McIntyre, Chief of Police Mike Kite and Town Attorney Michael Sawyer.

Pledge of Allegiance and Moment of Silence

Conflicts of Interest – There were no conflicts of interest.

Agenda Changes – There were no agenda changes.

Resolution No. 19, Series 2020, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, IN SUPPORT OF THE GOVERNOR DECLARING A STATEWIDE EMERGENCY AND AUTHORIZING EXPENDITURES, DECLARING A LOCAL DISASTER EMERGENCY, AND AUTHORIZING THE EXERCISE OF THE BOARD OF TRUSTEES' POLICE POWER BY THE TOWN ADMINISTRATOR

Attorney Sawyer went through the resolution explaining that it allows the Board to declare a local disaster emergency as a result of COVID-19 and gives the Town Administrator the flexibility to make quick decisions and spend up to \$100,000 of town funds. Such expenditures would need to be ratified by the Board within 30 days. The resolution also authorizes the Town Administrator to do all acts and make regulations, which may be necessary or expedient for the promotion of health or the suppression of disease relating to the COVID-19 pandemic. This could include closure orders, social distancing orders and maintaining public health. The passage of this resolution also affords the Town of Silt the ability to apply for assistance under all applicable local and interjurisdictional disaster emergency plans. Administrator Layman explained that staff would track expenses associated with this emergency as there could be some relief for the Town.

Attorney Sawyer stated that what is happening is more serious than what the public impression is and that the infection rate is extremely high. He stated that everyone needs to take this very seriously, adding that it is important to slow down the spread of this virus so that health care can keep up with emergency demand. Attorney Sawyer went on to say that we need to implement these measures and to do what we can to make the public aware that their actions related to

social distancing, choosing to stay at home and not driving to places such as Aspen or Vail to work could save lives and also allow the medical system the ability to concentrate on those who are sick. He also explained how the emergency declaration would be combined with a Memorandum of Understanding with the other municipalities in Garfield County that allows for the sharing of essential personnel in the event that anyone becomes short staffed as a result of this health emergency.

Administrator Layman explained that many employees are working from home now and those who have had possible exposure to the virus are staying home and not being docked sick time for it. Employees are also being encouraged to go home if they are not feeling well.

Attorney Sawyer mentioned the Electronic Participation Policy that is also before the Board tonight, which would allow the Board to continue functioning by the use of electronic medium. There was also discussion about when this event ends, there would be another resolution brought before the Board declaring that the emergency no longer exists.

Trustee Seifert made a motion to approve Resolution No. 19, Series 2020, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, IN SUPPORT OF THE GOVERNOR DECLARING A STATEWIDE EMERGENCY AND AUTHORIZING EXPENDITURES, DECLARING A LOCAL DISASTER EMERGENCY, AND AUTHORIZING THE EXERCISE OF THE BOARD OF TRUSTEES' POLICE POWER BY THE TOWN ADMINISTRATOR. Mayor Pro-tem Knott seconded the motion, and the motion carried unanimously.

Resolution No. 20, Series 2020, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, ADOPTING AN ELECTRONIC PARTICIPATION POLICY FOR USE IN THE EVENT OF A LOCAL EMERGENCY DECLARATION

Attorney Sawyer that the Towns Charter states that meetings are to be public with opportunities for public comment. This resolution includes an electronic participation policy that allows for both the Board of Trustees and the Planning Commission to continue to conduct public hearings via electronic means during a state of medical emergency. He added that staff plans to hold Monday nights' meeting electronically. Administrator Layman stated that staff has set up Zoom as the electronic meeting platform and that staff has been testing it so that it would be ready in time for Monday night. It was added that the meetings would still be broadcast as normal by our audio person on the local access channel as well as livestreamed on the towns' website. There were discussions about having a trial run with the Board members prior to Monday night, if this would create any additional financial burdens on participants' data plans, if the public would still be able to be participate in the meetings and the possibility of continuing public hearings if necessary.

Mayor Pro-tem Knott made a motion to approve Resolution No. 20, Series 2020, A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, ADOPTING AN ELECTRONIC PARTICIPATION POLICY FOR USE IN THE EVENT OF A LOCAL EMERGENCY DECLARATION. Trustee Walls seconded the motion, and the motion carried unanimously.

Corona Virus Response Plan

Administrator Layman went over the Response Plan that lays out the policies and procedures that are being followed by staff, adding that it is flexible and can be changed when needed. There was discussion about citizens paying their water bills and staff stated that the Town would not be turning anyone's water off at this time. Administrator Layman relayed that the Town's employees have been fantastic during this time and they have all come together to handle this emergency. There was discussion about the difficulty in getting supplies (i.e. cleaning, disinfecting items, hand sanitizer, etc.) and how the stores are all very low on their stock.

Attorney Sawyer spoke once again about the MOU with the other municipalities that authorizes the sharing of personnel and supplies should it be needed, adding that it is not mandatory. **There was a consensus of the Board to approve the Memorandum of Understanding.**

Update from the Board / Board Comments

The Trustees thanked staff for all of their efforts and coming together during this difficult time. Trustee Walls stated that communication is critical right now and that we just need to take this one day at a time. Trustee Brintnall asked that everyone follow the recommendations and keep in mind the needs of others. Trustee Prieto stated to keep in mind that some people are getting angry during these times and to also think of how to help others and the elderly. Trustee Poston just reminded everyone to be neighborly.

Mayor Pro-tem Knott stated that it is a unique time right now and that it is a real fact that parts of the world as well as governments are shutting down during this crisis. He added that it is important that everybody understands that there is a plan in place for all of our critical infrastructure and that municipalities are coming together to help each other out during this time. He stated that no matter what your personal opinion is regarding the spread of the virus, to keep your distance and think of others. Mayor Richel stated that the Town is working to move forward and doing all they can and will continue to do so. He also thanked staff for all of their hard work during this trying time. Mayor Richel asked if the parks should be closed and staff stated that they did not feel it was necessary at this time. It was added that people have been encouraged to get outside and get fresh air right now but to practice social distancing at the same time.

Executive Session

Trustee Seifert made a motion to go into an executive session for a conference with the Town Attorney for the purpose of receiving legal advice on a specific legal question under C.R.S. Section 24-6-402(4)(b). Mayor Pro-tem Knott seconded the motion, and the motion carried unanimously. The board adjourned to executive session at 6:25 p.m.

At the end of executive session, Mayor Richel made the following statement: "The time is now 7:07 p.m., and the executive session has concluded. No formal action was taken in executive session. The participants in the executive session were: Keith Richel, Dina Prieto, Andreia Poston, Jerry Seifert, Kyle Knott, Sam Walls, Justin Brintnall, Jeff Layman, Sheila McIntyre, Mike Kite and Mike Sawyer. For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record". No objections were stated.

Adjournment

Trustee Seifert made a motion to adjourn. Trustee Brintnall seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting 7:08 p.m.

Respectfully submitted,

Approved by the Board of Trustees

Sheila M. McIntyre, CMC
Town Clerk

Keith B. Richel
Mayor

**TOWN OF SILT
REGULAR BOARD OF TRUSTEES MEETING
MARCH 23, 2020 – 7:00 P.M.
REMOTE MEETING**

The Silt Board of Trustees held their regularly scheduled meeting remotely on Monday, March 23, 2020. Mayor Richel called the meeting to order at 7:00 p.m.

Roll call	Present	Mayor Keith Richel Trustee Justin Brintnall Trustee Andreia Poston Trustee Dina Prieto Trustee Jerry Seifert Trustee Sam Walls
	Absent	Mayor Pro-tem Kyle Knott

Also, present remotely were Town Administrator Jeff Layman, Town Clerk Sheila McIntyre, Community Development Director Janet Aluise, Town Treasurer Amie Tucker, Town Attorney Michael Sawyer and members of the public.

Pledge of Allegiance and Moment of Silence

Consent Agenda

- 1) Minutes of the March 9, 2020 Board of Trustees meeting
- 2) Approval of Human Resources Agreement with ILG Strategic Resources

Trustee Prieto made a motion to approve the consent agenda as presented. Trustee Seifert seconded the motion, and the motion carried unanimously.

Conflicts of Interest – There were no conflicts of interest.

Public Comments – There were no public comments.

Agenda Changes – Administrator Layman stated that the Mountain Waste discussion has been removed from tonight’s agenda and will be brought back at a future meeting. He also stated that he would like to have a brief conversation the end of the meeting regarding the current COVID19 environment and to get everyone’s thoughts on what else the town can do to help its citizens.

Mountain Waste Semi-annual report

This item has been removed from tonight’s agenda.

Stoney Ridge Phase II request for partial letter of credit 2nd release

Director Aluise stated that this is a second request for a letter of credit balance reduction. She stated that there was a miscalculation on the amount listed on the council action form and that the applicant is asking for a reduction of \$23,801.82 which would leave a remaining balance of \$51,284.88, enough to cover the total costs of the remaining construction. The improvement has been completed, inspections have been made, and there will be another letter of credit reduction very soon. Ms. Aluise stated that the pipe is in the ground and that everything has been done to the satisfaction of the Town of Silt and the Bureau of Reclamation.

Trustee Seifert made a motion approve the Stoney Ridge Phase II request for partial letter of credit 2nd release in the amount of \$23,801.82. Trustee Brintnall seconded the motion, and the motion carried unanimously.

Resolution No. 21, Series 2020, A RESOLUTION OF THE TOWN OF SILT RESCINDING THE GYPSUM RANCH CO LLC PRE-ANNEXATION AGREEMENT FOR A PROPERTY LOCATED NORTHWEST OF THE TOWN OF SILT WATER AND WASTEWATER TREATMENT FACILITIES, ALSO KNOWN AS PARCEL #2179-093-00-716, IN GARFIELD COUNTY, STATE OF COLORADO

Director Aluise stated that an applicant requesting a pre-annexation agreement with the intent of bringing in tiny homes brought this property to the Board before. She stated that the applicant is no longer pursuing that plan and has asked that the town release them from their pre-annexation agreement. She went over two changes made to the resolution in regards to a correction to the amount of acreage to 181.7-acres and to change the language in the last whereas to include “negotiating to convey”.

Director Aluise explained that the reason behind asking the Board to consider the conveyance of the property to the Town of Silt is because it is adjacent to the Silt River Preserve and that it lends itself to potential master planning options that could include recreational type activities. She added that Gypsum Ranch LLC would be checking to see if the conveyance of the property could be changed from Colorado Parks & Wildlife to the Town of Silt. Director Aluise stated that Gypsum Ranch has sold the property to another company.

Present remotely tonight were applicant Gregg Rippy and Ben Johnson, Attorney representing Gypsum Ranch LLC. Mr. Johnson stated that he had nothing to add.

Trustee Walls made a motion to approve Resolution No. 21, Series 2020, A RESOLUTION OF THE TOWN OF SILT RESCINDING THE GYPSUM RANCH CO LLC PRE-ANNEXATION AGREEMENT FOR A PROPERTY LOCATED NORTHWEST OF THE TOWN OF SILT WATER AND WASTEWATER TREATMENT FACILITIES, ALSO KNOWN AS PARCEL #2179-093-00-716, IN GARFIELD COUNTY, STATE OF COLORADO with the changes as requested by staff to change the acreage to 181.7-acres and to add the language “negotiating to convey” to the last whereas. Trustee Poston seconded the motion, and the motion carried unanimously.

February 2020 financials and balance sheets

Treasurer Tucker went over the February 2020 financials and balance sheets. Administrator Layman stated that staff would be bringing back an updated financial status based on what the town is experiencing regarding the COVID19 pandemic. He also added that staff is already addressing the budget to see what items the town might be able to do without the remainder of the year. Staff will have more information to report at the next meeting along with information regarding small business assistance. Staff also stated that the town's website as well as Facebook page already have this information available.

COVID19 Update

Administrator Layman stated that in terms of utilities, the town has suspended shut-offs on delinquent accounts while we are in this emergency situation. He also discussed the possibility of deferring payments and setting up payment plans with residents so that they can catch up later. Mr. Layman stated that staff is also researching the ability to defer business taxes, granting possible payment extensions or any other tax relief on items such as lodging and use taxes. Staff would like to start reviewing the Town Charter and Municipal Code regarding these options in an effort to help identify ways to help our citizens with the Boards permission.

Attorney Sawyer explained how the enterprise funds work and that we need to be cautious in how we proceed, as there are certain limits on what enterprise funds can and cannot do so that we do not violate TABOR or the commitments under our bonds to maintain certain reserve amounts. He added that a short-term deferral of the accounts would be alright as long as the town is aware that: 1) if the payments don't come in, the town could ensure that it doesn't fall below the minimum reserve requirements that it has under those bonds that have financed the infrastructure, and 2) that it does not require the town to transfer more than ten percent of the operating budget of the enterprise from its general fund. He stated that these are good ideas but that the town needs to keep in mind the financial limitations that are imposed by both TABOR and by the outstanding bonds that the town has.

Trustee Walls asked if there was any way to get a rough estimate of how much in deferrals it would take to put us into those thresholds. Staff will research this and report back. Mayor Richel stated that he would be in favor of moving forward based on the advice of our attorney to see what we can do for our citizens. He also stated that we definitely need to look into no shut-offs during this time and to see what we can do about waiving any penalties for late payments in an effort to help our citizens during this difficult time. Administrator Layman stated that he has already instituted the no shut-off policy.

Updates from Board / Board comments

The entire Board thanked staff for all of their hard work especially right now with the COVID19 crisis and everything they are doing to keeping the town running and help the citizens during this difficult time. They also thanked staff for setting up the Zoom meeting for tonight. Trustee Walls stated that it is a crazy time right now with the COVID19 virus, adding that Zoom worked pretty well tonight. He also asked staff to keep them updated as always as things change. Trustee Seifert just asked everybody to hang in there and that we will all get through this.

Trustee Prieto reminded everyone to stay positive as much as you can. Trustee Poston stated that this will pass and we will get back to normal soon. Trustee Brintnall reminded everyone

that we would get through it. Mayor Richel agreed with everyone and asked the public to provide feedback on the meeting tonight so that we can continue to keep the public involved in their town. Mayor Richel also stated that if there is anything that the employees need right now to do their jobs properly and safely that it should be addressed.

Administrator Layman asked the Board to let him know whenever there is ever any additional information that they would like to see in the newsletter so that he can add it.

Mayor Richel declared adjournment as the Board of Trustees and convened as the Silt Housing Authority.

Executive Session

Mayor Richel made a motion to go into an executive session for a conference with the Town Attorney for the purpose of receiving legal advice on a specific legal question and for the purpose of determining positions relative to matters that may be subject to negotiations, developing strategy for negotiations and/or instructing negotiators pursuant to under C.R.S. Section 24-6-402(4)(b) and (4)(e). Trustee Seifert seconded the motion, and the motion carried unanimously. The board adjourned to executive session at 7:50 p.m.

At the end of executive session, Mayor Richel made the following statement: "The time is now 8:12 p.m., and the executive session has concluded. No formal action was taken in executive session. The participants in the executive session were: Keith Richel, Dina Prieto, Andrea Poston, Jerry Seifert, Sam Walls, Justin Brintnall, Jeff Layman, Sheila McIntyre and Mike Sawyer. For the record, if any person who participated in the executive session believes that any substantial discussion of any matters not included in the motion to go into the executive session occurred during the executive session, or that any improper action occurred during the executive session in violation of the Open Meetings Law, I would ask that you state your concerns for the record". No objections were stated.

Approval of a settlement agreement related to damages caused to Housing Authority property located at Skyline Condominiums, Unit No. 6

Attorney Sawyer explained that the town's Housing Authority owns property at Skyline Condominiums that sustained damage from another unit in the building. The town filed a claim against the other owners insurance company to remediate the damage to the town's unit. Both parties were able to arrive at a figure of \$25,000, which would be paid to the Housing Authority upon execution of a mutual release of claims and settlement agreement. Attorney Sawyer has reviewed the legal merits of the agreement and finds that it is consistent with standard insurance forms used to settle claims. He added that it is a reasonable amount and recommends approval of the agreement.

Trustee Seifert made a motion to approve the settlement agreement related to damages caused to Housing Authority property located at Skyline Condominiums, Unit No. 6. Trustee Brintnall seconded the motion, and the motion carried unanimously.

Mayor Riche declared adjournment as the Silt Housing Authority and reconvened as the Board of Trustees

Adjournment

Trustee Brintnall made a motion to adjourn. Trustee Prieto seconded the motion, and the motion carried unanimously. Mayor Richel adjourned the meeting 8:18 p.m.

Respectfully submitted,

Approved by the Board of Trustees

Sheila M. McIntyre, CMC
Town Clerk

Keith B. Richel
Mayor

**TOWN OF SILT
RESOLUTION NO. 22
SERIES OF 2020**

**A RESOLUTION EXPRESSING THE APPRECIATION OF THE BOARD
OF TRUSTEES FOR THE SERVICES OF DINA PRIETO AS A
TRUSTEE OF THE TOWN OF SILT**

WHEREAS, DINA PRIETO was elected as Trustee on April 5, 2016 and served as Trustee of the Town of Silt until April 13, 2020; and

WHEREAS, DINA PRIETO has served as Trustee with diligence and loyalty and has made significant and lasting contributions to the Town in that capacity; and

WHEREAS, DINA PRIETO will be missed by this Board and the residents of the Town of Silt;

NOW, THEREFORE, BE IT RESOLVED by the Board of Trustees of the Town of Silt, Colorado, as follows:

1. The sincere thanks of the Board of Trustees and residents of the Town of Silt are extended to DINA PRIETO for her service to the Town.
2. DINA PRIETO is wished the very best of success and happiness in her future endeavors.
3. This Resolution shall be spread at large in the minutes of this meeting, and a certified copy thereof shall be delivered to the said DINA PRIETO.

INTRODUCED, READ, PASSED AND ADOPTED at a regular meeting of the Board of Trustees of the Town of Silt, Colorado on the 13th day of April 2020.

Town of Silt

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING

April 13, 2020

AGENDA ITEM SUMMARY

SUBJECT: Mountain Waste Semi-Annual Report

PROCEDURE: Information/Discussion

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

Mountain Waste's Mike Hinkley will present on their 2019 diversion report and give a recycling update. He will be available to take questions after his presentation.

Mountain Waste is entering their last year of a three year agreement with the Town of Silt.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Michael Sawyer, Attorney

SUBMITTED BY:



Jeff Layman, Town Administrator

REVIEWED BY:



Sheila McIntyre, Town Clerk



TOWN OF SILT, CO YEAR END DIVERSION REPORT 2019

Mountain Waste & Recycling is proud to present our annual recycling and diversion report for 2019. Our recycling program is our commitment to the conservation of planet Earth's natural resources and by providing this report; we hope to inspire the community at large to become involved in our efforts.

Community Diversion Rate

A diversion rate compares the amount of material collected that was recycled or diverted from the landfill, compared to the total waste generated by the town. This information is useful for tracking trends in the community.

Mountain Waste & Recycling manages the solid waste generated by the residences of Silt, Co. This includes the safe and proper disposal of municipal solid waste and recyclables. The recyclables collected from the Town of Silt, Co. are taken to the Alpine Waste All Together MRF in Denver, Co.

Mountain waste serviced an average of 1077 households weekly within the town limits of Silt, Co. in 2019.

Managed Recyclables

- Office paper and discarded mail • Newspaper and magazines
- Corrugated cardboard, brown paper bags, paperboard and pizza boxes
- gable-top cartons, aseptic cartons
- Glass food and beverage containers • Metal food and beverage containers
- #1-7 plastic bottles • Rigid plastics • Soft cover books • Yard waste

The Town of Silt generated steady volumes in all major recyclable commodities with a higher diversion rate in 2019 (18.41%) compared to 2018 (18.01%).

Mountain Waste & Recycling is proud of the fact that we've served the community for 6+ years. We are proud of our company and of our team, but most of all, we are proud of our customers/partners commitment to saving the environment one aluminum can at a time.

Mountain Waste & Recycling would like to thank the Town of Silt and its citizens for their commitment to the program, because it would not be possible without your involvement.

Mike Hinkley
District Manager
Mike.hinkley@mountainwaste.com
970-340-7022

2019
Annual Waste Diversion Report to The Town of Silt, CO

	Number of Residential Customers	Trash Tonnage	Single Stream Recycling	Total Landfill Diversion / TONS	2019 Landfill diversion Rate	2018 Landfill diversion Rate
January	1071	94.62	18.87	18.87	16.63%	16.38%
February	1074	82.63	17.11	17.11	17.15%	16.91%
March	1074	106.38	24.34	24.34	18.62%	18.41%
April	1073	106.67	19.73	19.73	15.61%	15.38%
May	1082	128.64	26.93	26.93	17.31%	16.30%
June	1068	94.97	21.94	21.94	18.77%	18.03%
July	1068	89.78	25.09	25.09	21.84%	20.99%
August	1081	133.68	28.99	28.99	17.82%	17.85%
September	1081	109.89	22.73	22.73	17.14%	16.89%
October	1084	81.89	22.04	22.04	21.21%	20.91%
November	1084	108.41	26.14	26.14	19.43%	18.62%
December	1085	76.73	20.01	20.01	20.68%	20.38%
Summary Avg.	1077	1214.3	273.92	273.92	18.41%	18.00%

2,428,600 #'s

547,840 #'s

Note: 5 Service Weeks
 Pioneer Drive Road Project

	2019	2018
City Of Rifle	22.33%	22.17%
Town of New Castle	16.06%	15.58%

Recycling	Recycling Tipping / Processing	Cost Per Ton	
March 2018		\$18.55	
January 2019		\$20.06	
February 2019		\$23.54	
March 2019		\$26.29	41.72% Increase in 12 Months
June 2019		\$28.28	
July 2019		\$36.01	
August 2019		\$39.10	
September 2019		\$70.71	281.19% Increase in 18 Months
October 2019		\$83.09	
November 2019		\$84.64	
December 2019		\$82.81	
February 2020		\$82.91	346.95% Increase in 24 Months
			215.37% Increase in 12 Months
			17.25% Increase in 6 Months
			.001% Increase in 3 Months

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 13, 2020**

AGENDA ITEM SUMMARY

SUBJECT: Regional Detoxification Services

PROCEDURE: Discussion with Proponents of these Services

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

It has been identified that the residents of Garfield County have been working with a system that is ill-equipped to engage individuals experiencing substance use disorder who come to the attention of first responders. EMS and law enforcement staff use hospital emergency rooms and the county jail as their go-to option for housing these individuals. This system is expensive, inefficient and ineffective.

In response, local stakeholders in October began to explore the possibility of a more efficient and effective way to provide detox services within Garfield County. This group has identified its aim as addressing the "recovery continuum". Detox is one piece of the long-term goal. Members of the "Task Force" are engaged in exploring gaps and pursuing systems change and will be on hand to discuss this topic with members of the Silt Board of Trustees. Please see the attached, provided by the Task Force, for more information.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman

DOCUMENTS ATTACHED: Recovery Continuum Task Force Summary

TOWN ATTORNEY REVIEW [] YES [x] NO INITIALS:

SUBMITTED BY:

Jeff Layman
Jeff Layman, Town Administrator

REVIEWED BY:

Sheila M. McIntyre
Sheila M. McIntyre, Town Clerk

Recovery Continuum Task Force – Summary – February 3, 2020

Need: We in Garfield County have been working with a system that is ill-equipped to engage individuals experiencing substance use disorder who come to the attention of first responders to interrupt this chronic cycle. At present, EMS staff use hospital emergency rooms as their go-to option. Law enforcement have the same option except when there is a jail worthy criminal offense. The consensus is that this system is expensive and ineffective in interrupting the growing chronic needs in our communities.

Response: The City of Glenwood Springs convened stakeholders in October to explore the possibility of detox services within Garfield County. This group has identified its aim as addressing the recovery continuum. Detox is one piece of the long-term goal which is living in recovery. Task Force members are engaged in exploring gaps and pursuing systems change at every level of the continuum. The Task Force and work groups are rapidly making progress.

Mind Springs Health is remodeling a building in South Glenwood Springs that has additional room for a detox facility. After a great deal of careful vetting and planning from the Task Force and several of the work groups, it has been decided to move forward with developing the Mind Springs site as a detox and a resource center and look to Mind Springs to be the operating entity of the facility. These important elements are surfacing in the “detox design” –

- Establishing a community advisory group for the operations of the facility.
- Discharge planning/staffing of clients that will include multiple community resources appropriate to the client needs.
- Case management and peer support follow-up.
- Data -driven decision making and reporting are understood as critical to determining the return on investment and to adjustments for maximum effectiveness.
- Using an expanded model that in addition to detox beds would include a resource center. A resource center is being imagined as a place that can serve as a hub for many and varied service providers to meet with appropriate clients as well as a walk-in center for those needing an identified place to seek help.

The Task Force is clear that any solution will be successful only if it is a community solution - the theory, practices, oversight and funding models all embraced by community stakeholders.

At present, the Task Force meets one time per month with subject-focused work groups drilling down to explore details and bring recommendations to the Task Force. Currently, the Task Force includes representative from the following and is seeking to expand the representation of these stakeholder categories:

- Cities and Towns
- Garfield County including commissioner, manager, Dept of Human Services, public health
- Law Enforcement including the District Attorney and the jail
- Hospitals and health
- The recovery community
- Service providers
- The faith-based community

For more information or participation: contact Debbie Wilde, debbiewilde@debbiewilde.com, 618-0949

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 13, 2020
Council Action Form**

SUBJECT: Request for the third reduction in Letter of Credit balance for the Stoney Ridge Phase II Sub-phase to construct Silt Pump Canal ditch piping and utility crossings

PROCEDURE: (Public Meeting) Board motion

RECOMMENDATION: (Staff) recommends the Board approve the 3rd request for reduction in Letter of Credit balance by \$33,015.42 for the Stoney Ridge Phase II ditch piping and utility crossing sub-phase from \$51,479.70 to \$18,269.46 with recommendation from Town staff and certification by the applicant's engineer.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The owner of Stoney Ridge Phase II, Ridge Runner Ventures, LLC, requests permission to reduce the Letter of Credit balance for manholes, construction surveying/inspection, and labor/installation of irrigation pipe (remaining) completed for the Stoney Ridge Phase II ditch piping and utility crossing sub-phase. Public Works Director Trey Fonner and Town Engineer Deric Walter have verified that work is done in compliance with standards. The Town shall retain 10% of the total project cost per the Subdivision Improvements Agreement and therefore the applicant's request of release of \$40,803.61 is reduced to \$33,015.42. Ridge Runner Ventures LLC shall submit to the Town a letter of acceptance by the Bureau of Reclamation and the Silt Water Conservancy District and the Town will promptly bring a resolution of final acceptance to the Board of Trustees in a future meeting, in order for the Town to begin the two-year warranty period.

FUNDING SOURCE:	Ridge Runner Ventures, LLC
ORDINANCE FIRST READING DATE:	N/A
ORDINANCE SECOND READING DATE:	N/A
RESOLUTION READING DATE:	N/A
ORIGINATED BY:	Ridge Runner Ventures, LLC
PRESENTED BY:	Janet Aluise, CDD
DOCUMENTS ATTACHED:	1) Ridge Runner Ventures, LLC Engineer Certification of Completion;

TOWN ATTORNEY REVIEW [] YES [] NO **INITIALS** _____

SUBMITTED BY:

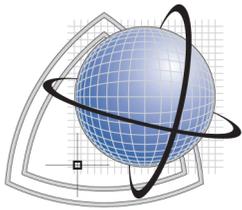
REVIEWED BY:



Janet Aluise, Community Development Director



Jeff Layman, Town Administrator



GAMBA
 & ASSOCIATES
 CONSULTING ENGINEERS
 & LAND SURVEYORS
 WWW.GAMBAENGINEERING.COM

April 6, 2020

Janet Aluise
 Community Development Director
 Town of Silt
 231 North 7th Street
 Silt, CO 81652

Re: Engineer's Third and Final Certification of Work Completed or
 Materials Delivered for the Construction of the Silt Canal Pipeline for
 Phase 2 of Stoney Ridge Subdivision, Silt, CO

Dear Janet:

This certification is in regard to the construction of the Silt Canal Pipeline and related infrastructure in Phase 2 of the Stoney Ridge Subdivision (the SILT CANAL PROJECT). Specifically, It is our understanding that the terms of the Agreement between the Town of Silt (TOWN) and Kevin Tucker, the owner of Phase 2 of the Stoney Ridge Subdivision (OWNER), regarding the SILT CANAL PROJECT require the project engineer to certify the completion of work and/or the purchase and on-site delivery of construction materials in order for the TOWN to release the value of the work / materials from the Letter of credit (LOC) so that the OWNER is able to pay the invoices to the contractors and material suppliers.

In that regard, I hereby certify that the following construction work has been completed as of this date:

Dodson Engineered Products:	
<ul style="list-style-type: none"> 72-inch Diameter Irrigation Manholes: (see attached Invoice 254474) 	\$27,832.11
Gamba & Associates, Inc.:	
<ul style="list-style-type: none"> Construction Surveying and Construction Inspection (see attached Invoice 16930) 	\$8,971.50
Tamerrel Excavation:	
<ul style="list-style-type: none"> Labor and Installation of Irrigation Pipe (see attached Invoice 2020-4655) 	\$4,000.00
TOTAL CONSTRUCTION ACTIVITIES:	\$40,803.61

PHONE: 970/945-2550
 FAX: 970/945-1410

113 NINTH STREET,
 SUITE 214
 P.O. Box 1458
 GLENWOOD SPRINGS,
 COLORADO 81602-1458

Engineer's Third and Final Certification of Work Completed or Materials Delivered
Silt Canal Pipeline Project, Phase 2, Stoney Ridge Subdivision
 April 6, 2020
 Page 1 of 2

Based on this certification, we formally request that the TOWN release the amount of Forty Thousand, Eight Hundred and Three Dollars and Sixty-One Cents (\$40,803.61) from the Letter of Credit held by the TOWN to insure the completion of the SILT CANAL PROJECT, in order for the OWNER to pay the invoices for said work and materials.

Please contact us if you have any questions or need additional information.

Sincerely,

Gamba & Associates, Inc.



Michael Gamba, P.E. & P.L.S. 28036

cc: Deric Walter, Boundaries Unlimited
Kevin Tucker, Ridge Runner Ventures, LLC

H:\02348\2020\Construction Management\Certifications\Certification of Work Completed or Materials Purchased - 20200406.doc



Dodson

(970) 945-2233
FAX # (970) 945-2300

Engineered Products, Inc.

0033 MARAND ROAD
P.O. BOX 248
GLENWOOD SPRINGS, CO 81602
www.dodsonpipe.com
Email: sales@dodsonpipe.com

WATER SUPPLY & DISTRIBUTION
SEWAGE COLLECTION & DISPOSAL
DRAINAGE & STABILIZATION
LAWN, TURF & AG. IRRIGATION

Invoice (r)

Invoice #: 254474
Inv Date: 03/20/20

Order #: STONEY PHASE 11
Ship Date: 03/13/20
Page: 1

SOLD TO: RIDGER

SHIP TO:

RIDGE RUNNER VENTURES LLC
1700 COUNTY ROAD 103

CARBONDALE, CO
81623

STONEY RIDGE PHASE 11
STONEY RIDGE & FIRST MESA
SILT, CO. 81652
JOHN MINER 379-6449

Customer P.O.: KEVIN TUCKER
Ship Via: MANU DIRECT

Counter By: _____ Dbl Ck'd: _____
Salesman: DLR
Terms: NET 30
Batch No: 164412

Part Number	Location	Description	Qty Ord	Qty Shp	Qty BO	%	Price	Amount
Z-72STIRR		72" INSIDE DIAMETER IRRIGATION MANHOLE	5.00	5.00			5,207.130	26,035.65

Received By: _____

Print Name: _____

Date Rec'd: _____

Sub-Total	26,035.65
Local Taxes	1,041.43
Colorado Sales Tax	755.03
Freight/Handling	

*** THANK YOU FOR YOUR ORDER ***

PLEASE PAY THIS AMOUNT \$ 27,832.11

This transaction is governed by and subject to Dodson Engineered Products, Inc's standard conditions of proposal and sale, which are incorporated by reference and accepted. To review these terms and conditons, please contact us.

White Copy = Master File Yellow = Customer

PIPE • VALVES • PUMPS • TANKS



Gamba & Associates, Inc.
Consulting Engineers and Land Surveyors
113 9th Street Suite 214
Glenwood Springs, CO 81601
Phone:970-945-2550 Fax: 970-945-1410

Invoice

To: Ridge Runner Ventures, LLC
1700 County Road 103
Carbondale, CO 81623

Invoice Number 16930
Invoice Date: March 18, 2020

Project: 02348-2020 Stoney Ridge Phase 2
Professional Services for the Period: 2/14/2020 to 3/3/2020

Billing Group: 001

Invoice: 16930

Billing Message: Construction Surveying and Construction Inspection Services for Construction of 42-inch HDPE Pipeline for Silt Canal.

Professional Services:	<u>Rate</u>	<u>Hours</u>	<u>Charge</u>
Principal Registered Land Surveyor	160.00	1.00	\$ 160.00
Computer Aided Prin. Reg Land Surveyor	180.00	13.99	\$2,518.20
Design Engineer	135.00	2.26	\$ 305.10
Field Engineer	95.00	12.57	\$1,194.15
Survey Crew Chief	100.00	22.78	\$2,278.00
Survey Assistant	65.00	19.85	\$1,290.25
GPS2 (2GPS Receivers)	60.00	20.43	\$1,225.80
Total Professional Services			\$8,971.50
Total Balance Due			\$8,971.50

Note: All invoices are due upon receipt. Unless otherwise specified in the contract, a late fee of 1.5% will accrue and be due on any unpaid balance after 30 days, and for each 30 day period thereafter.

Tamerrel Excavation Inc.

PO Box 1506
Rifle, CO 81650

Invoice

Date	Invoice #
3/21/2020	2020-4655

Bill To
Kevin Tucker Stoney Ridge Phase III adventurefam@comcast.net

P.O. No.	Terms	Project
	Net 15	

Quantity	Description	Rate	Amount
	Stoney Ridge Phase III Finished labor and installation of irrigation pipe	4,000.00	4,000.00
		Total	\$4,000.00

IRREVOCABLE STANDBY LETTER OF CREDIT

Date of Issue: FEBRUARY 20, 2020
Amount: \$182,694.60
Number: 1700008614
Expiration Date: FEBRUARY 20, 2021

APPLICANT: RIDGE RUNNER VENTURES, LLC

BENEFICIARY: TOWN OF SILT, COLORADO
ATTN: TOWN ADMINISTRATOR

PURPOSE: GUARANTEE OF DEVELOPMENT IMPROVEMENTS

To Whom It May Concern:

We hereby establish in Beneficiary's favor, at the request and for the benefit of Applicant, our Irrevocable Standby Letter of Credit in an amount not to exceed \$182,694.60 (U.S. \$182,694.60). The purpose of this letter is to secure the performance of and the compliance with the Development Improvements Agreement, by and between, Applicant and Beneficiary.

Beneficiary shall promptly notify Bank when a default or event of default of said agreement occurs. Your notification shall include any notice or order required to be sent to Applicant pursuant to the agreement. Notice shall be by telephone and in writing to:

ALPINE BANK CARBONDALE
ATTENTION: ERKKO ALM
0350 HIGHWAY 133
CARBONDALE, COLORADO 81623
970-963-3040

We hereby agree to honor drafts drawn under and in compliance with the terms of this Letter of Credit if duly presented to a loan officer at 0350 HIGHWAY 133, CARBONDALE, COLORADO, during normal business hours on or before the expiration date. Partial drawings are permitted. This Letter of Credit is not transferable.

The conditions for payment of any draft drawn against this Letter of Credit are as follows:

1. Receipt by Bank of Beneficiary's manually signed statement by an authorized signatory certifying that Applicant has failed to perform with, or comply in accordance with, the provisions of said agreement by and between Applicant and Beneficiary, and stating the dollar amount of the default.

2. Presentation of the original Letter of Credit to Bank, endorsed on the reverse side with the words: "TOWN OF SILT, COLORADO" in the amount requested, then manually signed by an authorized signatory.

This Letter of Credit shall be governed by Article V of the Uniform Commercial Code as in effect in the State of Colorado on the date of issue. This Letter of Credit sets forth in full the terms of our undertaking, and such undertaking shall not in any way be modified, amended, amplified or limited by any document, instrument or agreement referred to herein, or in which this credit is referred to, or to which this credit relates; and no such reference shall be deemed to incorporate herein by reference any such document, instrument or agreement.

ALPINE BANK

By: 
ERKKO ALM, SENIOR VICE
PRESIDENT

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 13, 2020
Council Action Form**

SUBJECT: Request for approval of lease of a portion of Silt River Preserve for agricultural production for an additional 4 years in the first term, and an additional five 5-year terms.

PROCEDURE: (Public Hearing) Ordinance 9, Series of 2020, AN ORDINANCE OF THE TOWN OF SILT (“TOWN”) APPROVING A LAND LEASE AGREEMENT BETWEEN THE TOWN AND HIGHWATER FARM, A COLORADO NONPROFIT CORPORATION (“HIGHWATER”) FOR A LEASE OF A PORTION OF THE SILT RIVER PRESERVE KNOWN AS PARCEL # 2179-094-00-733 AND THE APPURTENANT WATER RIGHTS, FOR THE PURPOSE OF ACTIVE AGRICULTURAL PRODUCTION, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

RECOMMENDATION: (Staff) recommends the Board approve the Town of Silt/Highwater Farm Land Lease Agreement for an additional four years in the first term, and an additional five 5-year terms.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: Highwater Farm, a Colorado nonprofit corporation, requests to lease a portion of the Silt River Preserve (not to exceed five acres), for the purpose of agricultural production, including teaching youth farming.

FUNDING SOURCE:	Highwater Farm
ORDINANCE FIRST READING DATE:	April 13, 2020
ORDINANCE SECOND READING DATE:	April 27, 2020
RESOLUTION READING DATE:	N/A
ORIGINATED BY:	Highwater Farm
PRESENTED BY:	Janet Aluise, CDD
DOCUMENTS ATTACHED:	1) Ordinance 9, Series of 2020; 2) Town/Highwater Lease 4) Map of Leased Areas.

TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:

REVIEWED BY:

Janet Aluise
Janet Aluise, Community Development Director

Jeff Layman
Jeff Layman, Town Administrator

**TOWN OF SILT
ORDINANCE NO. 9
SERIES OF 2020**

AN ORDINANCE OF THE TOWN OF SILT (“TOWN”) APPROVING A LAND LEASE AGREEMENT BETWEEN THE TOWN AND HIGHWATER FARM, A COLORADO NONPROFIT CORPORATION (“HIGHWATER”) FOR A LEASE OF A PORTION OF THE SILT RIVER PRESERVE KNOWN AS PARCEL # 2179-094-00-733 AND THE APPURTENANT WATER RIGHTS, FOR THE PURPOSE OF ACTIVE AGRICULTURAL PRODUCTION, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO

WHEREAS, the Town of Silt (“Town”) owns certain real property located in the Town of Silt and Garfield County, Colorado known as Garfield County Assessor’s Parcel Number 2179-094-00-733 (the “Subject Property”), or more commonly known as the Silt River Preserve, subject to a conservation easement; and

WHEREAS, the Town is a “public body” authorized to grant leases in real property it owns; and

WHEREAS, the Town desires to lease a portion of the Subject Property, as depicted and described in **Exhibit A** and hereinafter known as “Leased Property”, including all appurtenances, described water rights, easements, and improvements related to the Leased Property for the purpose of active agricultural production; and

WHEREAS, Highwater and the Town acknowledge that it is in the best interests of both parties to approve the agreement, as the Silt River Preserve conservation easement and management plan contemplate the cultivation of vegetative material on the Subject Property; and

WHEREAS, on or about March 9, 2020, the Board considered Resolution 17, Series of 2020, as written, and found that approval of this resolution and the Lease Agreement, attached as **Exhibit B**, is in the best interests of the Town of Silt and its citizens, for a period of one year beginning on the date of recordation of the one-year lease agreement;

WHEREAS, the Board may consider land leases for periods greater than one year, following a public hearing, noticed in accordance with the Silt Municipal Code; and

WHEREAS, on or about April 13, 2020 and April 27, 2020, in duly noticed public hearings, the Board considered the applicant’s request for a lease period of four additional years for the first term (five total years for the first term, inclusive of the initial one-year term approved by Resolution 17, Series of 2020), and five 5-year additional lease periods, as detailed in the attached Lease Agreement; and

WHEREAS, the Board determined that approval of this ordinance is in the best interests of the citizens.

NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, THAT the Highwater Farm Lease Agreement is hereby approved.

INTRODUCED, READ, AND APPROVED ON FIRST READING, a public hearing, at a regular meeting of the Board of Trustees of the Town of Silt, Colorado held on the 13th day of April, 2020 at 7 p.m. in the Municipal Building of the Town of Silt, Colorado.

PASSED, APPROVED ON SECOND READING, following a continued public hearing, ADOPTED AND ORDERED PUBLISHED, this 27th day of April, 2020.

ATTEST:

TOWN OF SILT

Mayor Keith B. Richel

Town Clerk Sheila M. McIntyre, CMC

Exhibit A

Highwater Farm Leased Property General Description



*Site Plan - Highwater Farm
at the Silt River Preserve*



Exhibit B
(See Attached Agreement to follow)

AGRICULTURAL LAND LEASE

This AGRICULTURAL LAND LEASE AND AGREEMENT (the “Agreement” “Lease Agreement” or “Lease”) is entered into as of the last signature collected hereto, by and between the Town of Silt, a Colorado home-rule municipality whose legal address is 231 N. 7th Street, Silt, CO 81652 (hereinafter, “Town”) and Highwater Farm, a Colorado nonprofit corporation whose legal address is 732 Minter Ave, Glenwood Springs CO 81601 (hereinafter “Highwater”). Town and Highwater may be referred to herein individually without specification as “Party”, or collectively as “Parties”.

This Agreement is made with reference to the following facts:

- A. The Town owns certain real property located in the Town of Silt and Garfield County, Colorado, commonly known as the Silt River Preserve, otherwise known as Parcel # 217909400733, 791 County Road 346, a one hundred and thirty two acre parcel located south of the Colorado River and north of County Road 346, hereinafter “Subject Property.”
- B. The Town is a “public body” authorized to grant leases in real property it owns.
- C. The Town desires to lease a portion of the Subject Property, as depicted and described in **Exhibit A** and hereinafter known as “Leased Property,” including all appurtenances, described water rights, easements, and improvements related to the Leased Property for the purpose of active agricultural production.

LEASE AGREEMENT

NOW, THEREFORE, for and in consideration of the mutual agreements, promises and covenants herein contained, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties mutually undertake, promise, and agree for themselves, their respective representatives, successors and assigns, as follows:

- 1. Recitals: The foregoing recitals are hereby incorporated by this reference.
- 2. Purpose and Intent. Landlord and Tenant intend that the Leased Property, all appurtenances, water rights, easements and improvements as described herein be used for active agricultural production, fencing, irrigation, and related uses, including education and instruction. Agricultural production shall continue on the Leased Property during the entire term of the lease, consistent with accepted agricultural practices regarding soil and water, and as further determined by Town and Highwater, in order to avoid erosion and weed proliferation on the Leased Property.
- 3. Compensation for Land Usage. In recognition of the public benefits to be obtained from Highwater’s agricultural use of the Leased Property, Highwater shall pay to the Town rent in the amount of ten dollars per year. The rent is due and payable on or before March 31 of each calendar year. .

4. Water Rights/Water Usage. In consideration for the grant of the Lease, the Town agrees that Highwater may utilize the following water rights owned by the Town without additional compensation to the Town.

An amount not to exceed 120 gallons per minute from the following water rights:

Rising Sun Ditch Priority No. 16

Rising Sun Ditch 1st Enlargement Priority No. 64

Rising Sun Ditch 2nd Enlargement Priority No. 226

(collectively the “Water Rights”)

Highwater’s use of the Water Rights shall be exclusive to the Leased Property. Highwater shall install its own pump and pipe system to deliver water associated with the Water Rights from the Rising Sun Ditch to the Leased Property. The pump shall have a totalizing flow meter and Highwater shall log the meter readings on a monthly basis. Prior to installation of the pump and piping infrastructure, Highwater shall submit to the Town a plan depicting the location of the pump, a description of how electricity will be provided to the pump (certified by a licensed electrician), and the location of the proposed pipeline(s) to deliver the water to the Leased Property. The Town shall review and approve (or approve with conditions) the plan within thirty days. Highwater shall be independently responsible for obtaining any approvals required from the Rising Sun Ditch Company related to siting improvements within the ditch and ditch easement. Highwater shall be solely responsible for the costs of constructing, operating, and maintaining the infrastructure required to deliver water to the Leased Property. Nothing herein shall prevent the Town from entering into joint grant applications with Highwater for irrigation improvements that benefit the Leased Property.

In the event that Highwater uses power from the Town’s electric meter for the irrigation pump that takes water from the Rising Sun Ditch, Highwater shall reimburse the Town the cost of its electricity usage. The presumptive amount of Highwater’s electricity usage shall be one third of the amount charged at the Town’s meter. Either party may request to have the presumptive amount of electricity usage modified based upon the percentage of each party’s pump meter readings to the total water pumped from the Rising Sun Ditch using electricity from the Town’s meter. Highwater shall use electricity from the Town’s meter only for running the irrigation pump and Highwater’s cooler, or such other uses as the Town may permit.

Highwater shall contribute to any ditch Rising Sun Ditch assessments payable by the Town. Highwater shall contribute an amount equal to: total assessment amount * area irrigated by Highwater / area of the Silt River Preserve property irrigated by Town or its other lessee(s).

5. Leased Property. Town, in consideration of the terms contained herein, leases to Highwater, the real property depicted and described in **Exhibit A** consisting of approximately five (5) acres. Highwater may choose not to lease all of the Leased Property at all times. On or before March 15 of each calendar year, Highwater shall give notice to the Town of that portion of the Leased Property that Highwater intends to lease and use during the upcoming season together with a depiction of the area on an aerial photograph and an estimate of the acreage to be leased. In the event that Highwater chooses not to lease all of the Leased Premises in any given year, Highwater shall remove fencing so that the area is accessible to the public.
6. Lease Term.
 - a. Town leases the Leased Premises to Highwater from the date of execution of this Lease until December 31, 2025 (“Primary Term”). This Lease shall automatically renew at the end of the Primary Term for five subsequent 5-year terms, ending December 31, 2055 (each subsequent period a “Subsequent Lease Term”) unless Highwater provides notice to Town of its intent to terminate the Lease at least 60 days prior to the end of the Primary Term or each Subsequent Lease Term.
 - b. In the event that Highwater fails to use the Leased Property to grow agricultural crops for a one-year period, this lease shall automatically terminate. If Highwater has not undertaken to use the Leased Property for agricultural purposes in a given year, the Town shall give Highwater notice thereof on or before June 30 of said year.
7. Operations Subject to AVL T Management Plan. The rights provided under this Agreement are subject and subordinate to the terms and provisions of the Silt River Preserve Management Plan and the Deed of Conservation Easement for the Silt River Preserve with the Aspen Valley Land Trust recorded in the public records of Garfield County at Reception No. 795360. Any violation of the Silt River Preserve Management Plan and the Deed of Conservation Easement by Highwater shall constitute a breach of this Agreement.

AGRICULTURAL PROVISIONS

8. Soil Testing. Highwater shall test the soil of the Leased Property no less than once per calendar year, following the agricultural season. The soil tested should adequately represent the entire Leased Property. Highwater shall use an acceptable soils testing laboratory either a public or private entity, and submit the professional results to the Town within thirty (30) days of such testing.
9. Weed Control. Highwater is responsible for the control and removal of noxious weeds from the Leased Property prior to seed dispersal as defined in the Colorado Noxious Weed Act. Prior to application of any herbicide, the Town and/or Aspen Valley Land Trust shall review and approve the type and use of such herbicide.

Town is responsible for control and removal of noxious weeds for the Silt River Preserve outside of the Leased Property.

10. Pest Control. Town shall maintain no less than a one hundred (100) foot buffer for herbicides/pesticides applied surrounding the Leased Property.
 - a. Highwater may engage in control and removal of any pests or predators only with the express written approval of the Town and/or Aspen Valley Land Trust.
 - b. Highwater will document all applications, detailing date and time, type(s) of herbicides or pesticides and application method(s) and submit documentation to the Town annually.
11. Fertilizers. Highwater's application of any and all fertilizer agents shall be based upon the results of the soil tests, with further recommendation of Colorado State University, if needed, and with approval of the Town and/or Aspen Valley Land Trust. Highwater will document all applications, detailing date and time, type(s) of fertilizers and application method(s) and submit documentation to the Town annually.
12. Livestock. The Town leases portions of the Silt River Preserve for livestock grazing, but such tenants are required to reasonably prevent such livestock from leaving the tenants' leased property and entering the area of the Highwater Leased Property. Notwithstanding the foregoing, Highwater acknowledges Colorado is a "fence out" state and may erect fencing sufficient to keep livestock out of the Leased Property at its discretion and at its sole expense. Likewise, Highwater may maintain livestock on the Leased Property in accordance with the Silt River Preserve Management Plan and as sanctioned by Aspen Valley Land Trust so long as Highwater reasonably prevents such livestock from leaving the Leased Property.
13. Vehicle and Machinery Storage. Highwater's storage of vehicles or machinery not actively used as part of the agricultural operation is prohibited. No unlicensed vehicle shall be stored on the Leased Property. Highwater's maintenance of vehicles and machinery used in agricultural operations may be conducted on Leased Property. Highwater shall collect and dispose of any and all spills or losses of fluid associated with vehicles or agricultural machinery on the Leased Property consistent with applicable law. Highwater shall be entitled to use of up to 4 parking spaces in the existing parking lot for day-to-day activities. Additionally, Highwater shall be entitled to utilize up to 15 additional spaces in the parking lot, together with overflow parking along the road shoulder up to 3 times per year for special events, upon at least 7 days' notice to the Town.
14. Existing Vegetation. Highwater shall not disturb existing hedgerows and brush areas unless they are part of or attached to the Leased Property.
15. Federally Prohibited Crops. Highwater shall not engage in the growing, maintenance, or distribution of federally prohibited crops on the Leased Property.

16. Crops. Highwater shall be entitled to all crops if the termination of the Agreement is not a result of Highwater's breach of the Agreement, or the Silt River Preserve Management Plan / Deed of Conservation Easement, and shall retain harvest rights through the end of the growing season. If the Town terminates or cancels the Agreement as a result of Highwater's default and failure to cure in accordance with the terms of this Agreement, all agricultural products shall be harvested or otherwise gathered and sold, if possible and reasonably practical, with the proceeds of such sale going to the Town to cover its costs and the remainder shared between Town and Highwater based on the percentage of the growing season each was in possession of the Leased Property. The Town will not retain or possess a security interest in the crops.
17. Fences. Highwater shall be responsible for maintaining all fences and gates (that Highwater installs) in working condition for the Leased Property, at Highwater's sole cost. Highwater shall not erect any fence across a Silt River Preserve road or otherwise obstruct access to areas that are not part of the Leased Property. The Town will maintain all other fences on the Subject Property. Highwater's removal of fencing is permitted with Town's approval, but if Highwater removes fencing, it must be reinstalled upon termination of this Agreement.
18. Fixtures and Improvements. In the case that the Agreement is terminated for a reason other than Highwater's breach of this Lease Agreement, Highwater may remove its fixtures and improvements from the Property within sixty days. If such fixtures and improvements are not removed within sixty days of termination, they shall become the property of the Town.
19. Erosion. Highwater shall not engage in any activity on the Leased Property or the Silt River Preserve that results in the loss of soil or changes the topography or grade of any portion of the Silt River Preserve. Highwater shall cease irrigation activity or practices temporarily if any ditch, lateral, pipeline, or other irrigation infrastructure component becomes damaged or inoperable.
20. Inspections. The Town reserves the right for itself, its agents, and employees to enter the Leased Property at any reasonable time to inspect the Leased Property and to work and make improvements as the Town shall deem necessary. Except in exigent or emergency circumstances, the Town shall give Highwater forty-eight (48) hours' notice before entering Leased Property.
21. No Guarantee. The Town makes no guarantee of the productivity of the Leased Property or the availability of the Water Rights and assumes no liability of any condition, visible or not, which may affect agricultural productivity of the Leased Property.
22. No Toxic Substances. Highwater shall not place, use, or store on the Leased Property substances that are hazardous, toxic, dangerous, or harmful, or which are defined as hazardous substances by the Comprehensive Environmental Response Compensation and Liability Act (CERCLA), 42 USC §9601. Highwater shall

indemnify, defend and hold the Town harmless for the release of any hazardous, toxic, dangerous or harmful substance caused by Highwater.

23. Structures. Highwater has permission to install infrastructure that is directly necessary to the farm operation and youth programs as approved through the Town's permitting process. Anticipated infrastructure includes: greenhouses, hoop houses, caterpillar tunnels, tool sheds, a wash station, a walk-in or portable cooler, shade structure, and an event space. Highwater may utilize the Town's porta-potty on the Silt River Preserve for so long as no more than 3 persons are working the site on a regular basis. When more than 3 persons are working the site on a regular basis, or at any time youth programming is occurring on the site, Highwater shall maintain one porta-potty on the Leased Property for use by Highwater, its guests and invitees.
24. Trash and Rubbish. Highwater shall dispose of trash, garbage, rubbish, or refuse off the Leased Property and off the Silt River Preserve, in a responsible manner, at its sole cost and obligation. Town shall maintain public waste receptacles appropriate for public use of Silt River Preserve open space. Highwater shall not deposit its commercial waste in the receptacles installed by the Town.
25. Commercial Activity. Highwater shall not permit any commercial activity on the Leased Property unless it directly relates to produce sales, planned events or youth programming. Prior to hosting any event on the Leased Property that will have more than thirty persons, Highwater shall obtain the written permission of the Town, including by email. Highwater shall not rent the Leased Property to any third party without the Town's written permission (e.g. weddings, concerts, camping events, etc).

TERMINATION; NOTICE OF DEFAULT

26. Termination and Default.

- a. **Condition of Leased Property Upon Termination.** Upon termination at the end of the Lease term or for any other reason, Highwater must vacate the Leased Property and remove all personal possessions and improvements Lessee made to the Leased Premises. At landlord's discretion, the Leased Property may either be remediated into the same condition as at the commencement of this Lease, or better, normal wear and tear notwithstanding and improvement to soil conditions notwithstanding, or it may be left in its then-existing state.
- b. **Default; Notice of Default.** If either party shall default in the material performance of its obligations, covenants or agreements under this Lease and such default shall not be cured within ninety (90) days after written notice to the defaulting party, then the non-defaulting party may declare the Lease terminated. Notwithstanding the foregoing, if the default is such a nature that it cannot be cured within said ninety (90) day period, then the defaulting party will have complied with this requirement to the extent it proceeds with reasonable diligence thereafter to cure the alleged default.

- c. The parties recognize that weather, “acts of God,” floods, or similar unforeseen events may, in extreme circumstances, interfere with the Lessee’s farming practices and could prevent Highwater’s timely compliance with the terms of the Lease. The Town shall take such circumstances into account before declaring an event of default.

GENERAL PROVISIONS

27. Insurance. Highwater shall procure and maintain for the term of the lease, insurance against claims for injury to persons or damage to property which may arise from or in connection with occupancy and use of the Leased Property or the Silt River Preserve.
 - a. Minimum Insurance. The insurance requirements herein are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. Highwater’s insurance shall be primary and non-contributory with any insurance or self-insurance purchased by the Town. The insurance companies issuing the policy or policies hereunder shall have no recourse against the Town for payment of any premiums or for assessments under any form of policy. Highwater shall pay any and all deductibles or self-insured retentions in the above-described insurance policies at its sole cost and expense.
 - b. Acceptance of Risk: Highwater shall assess its own risks and if it deems appropriate or prudent, maintain higher limits or broader coverages. Highwater is not relieved of any liability or other obligations assumed or pursuant to the lease by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types.
 - c. Coverage and Limits of Insurance: Highwater shall provide coverage with limits of liability not less than those stated below. An umbrella or excess liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a “following form” basis.
 1. Statutory Workers’ Compensation: Highwater shall abide by all laws related to worker’s compensation insurance, including statutory minimums required by the state of Colorado
 2. Exemption: Town shall not dispute Highwater’s potential exemption from Colorado Worker’s Compensation Act requirements, but in no way shall be responsible to workers, students, employees, owners, or agents of Highwater for such insurance.

3. Insurance Certificates: Highwater’s insurance certificates shall list the Town as an additional insured.

4. Limits: Minimum Limits:

Commercial General Liability – ISO 1CG 0001 form or equivalent
(*With Town named additional insured*)

General Aggregate \$ 300,000

Products/Completed Operations Aggregate \$ 300,000

Each Occurrence Limit \$ 300,000

Personal/Advertising Injury \$ 300,000

Fire Damage (Any One Fire) \$ 100,000

Medical Payments (Any One Person) \$ 5,000

5. Coverage to include:

- Premises and Operations
- Personal / Advertising Injury
- Products / Completed Operations
- Independent Contractors
- Additional Insured—Owners, Lessees or Contractors Endorsement

28. Governmental Immunity: The Town and Highwater agree that use of the Leased Property is governed by the Colorado Recreational Use Statute, C.R.S. §33-41-101, *et seq.*, which limits liability for property owners granting leases of public property. Nothing in this Lease Agreement shall be construed as a waiver of the Colorado Governmental Immunity Act, C.R.S. §24-10-101, *et seq.*, as may be amended. Nothing herein shall be construed to create a partnership or other joint venture between the Town and Highwater.

29. Indemnification. Highwater agrees to indemnify, defend and hold the Town harmless from any claim brought by any third-party arising out of Highwater’s use of the Leased Property (including any claim related to actions of Highwater’s employees, guests and invitees) or arising out of the failure of Highwater to conform or comply with this Agreement, any statute, ordinance, regulation, law or court decree.

30. Authority. Highwater has taken all necessary action to authorize the execution, delivery and performance of this Lease Agreement and has the power and authority to execute, deliver and perform this Lease Agreement. The person signing this Lease Agreement on behalf of Highwater warrants that she/he has full power and authority to bind Highwater.

31. Attorneys' Fees. In the event of a legal action or proceeding to enforce or interpret any of the terms of this Lease Agreement, the prevailing Party shall be responsible for payment of the other Party's attorney fees.
32. Waiver. The failure of a Party to insist in one or more cases upon the strict observation of any of the terms of this Lease Agreement is not a waiver or relinquishment of the right to so insist in any future case involving any of the terms of this Lease Agreement.
33. Assignment. This Lease Agreement is not assignable without the written consent of the Town.
34. Third-Party Rights. Nothing in this Lease Agreement, express or implied, is intended to confer any right or remedies whatsoever on any person or entity, other than the Parties hereto, and their respective heirs, successors, and assigns.
35. Headings. The headings of the various paragraphs of this Lease Agreement have been inserted for reference only and shall not have the effect of modifying, amending or changing the express terms and provisions of this Lease Agreement.
36. Severability. Invalidity or unenforceability of any provision of this Lease Agreement in whole or in part shall not affect the validity or enforceability of any other provision or any valid and enforceable part of a provision of the Lease Agreement.
37. Modification. The terms of this Lease Agreement may not be modified except in a writing executed by all of the Parties.
38. Governing Law. This Lease Agreement shall be governed by and construed under Colorado law.
39. Recordation. This Lease Agreement will not be recorded in the records of the Garfield County Clerk and Recorder, but instead will be kept in the records of the Town Clerk.
40. Entire Agreement. This Lease Agreement, together with its Exhibits, is the entire agreement of the Parties with respect to the subject matter hereof and supersedes any and all prior oral or written agreements or understandings between the Parties pertaining to the subject matter of this Lease Agreement.
41. Counterparts and Facsimile Signatures. This Lease Agreement may be executed in counterparts, each of which may be considered an original, and all of which together shall constitute one and the same document. Facsimile, or otherwise electronically generated copies of the signature pages shall be treated as original signature pages.

42. Lien or Mortgage. Highwater shall not pledge a mortgage, security interest, or cause any lien to be recorded against the Leased Property during the term of this Lease Agreement.
43. Notices. Notices required under this Lease Agreement shall be sent to the addresses identified on page 1. In the event that a party's address changes, said party shall provide written notice to the other party. Notices shall be deemed received two business days after they are sent.

IN WITNESS WHEREOF, Town and Highwater have caused this Lease Agreement to be executed as to the date the last signature is obtained.

TOWN OF SILT

By: _____
Mayor Keith B. Richel Date

ATTEST:

Town Clerk Sheila McIntyre, CMC Date

Highwater Farm Project



Sara Tymczyszyn, Director 3/5/2020
Date



*Site Plan - Highwater Farm
at the Silt River Preserve*





Exhibit A
Site Plan - Highwater Farm
at the Silt River Preserve



**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 13, 2020
Council Action Form**

SUBJECT: Annexation of the Village at Painted Pastures

PROCEDURE: (Public Hearing) Resolution 11, Series of 2020, A RESOLUTION OF THE TOWN OF SILT, COLORADO ('TOWN') SETTING FORTH FINDINGS OF FACT AND CONCLUSIONS REGARDING AN ANNEXATION PETITION FOR TWO PARCELS KNOWN AS THE VILLAGE AT PAINTED PASTURES ANNEXATION, A 9.223-ACRE PARCEL AND A 2.001-ACRE PARCEL, BOTH SOUTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE LYON COMMERCIAL PLANNED UNIT DEVELOPMENT, WITHIN GARFIELD COUNTY, STATE OF COLORADO

RECOMMENDATION: On February 18, 2020, the Planning & Zoning Commission recommended to the Board approval of Resolution 11, Series of 2020, a resolution finding setting forth findings of fact and conclusions regarding an annexation petition for two parcels known as the Village at Painted Pastures Annexation, a 9.223-acre parcel and a 2.001-acre parcel, both south of the existing Painted Pastures Subdivision and east of the Lyon Commercial Planned Unit Development, within Garfield County, state of Colorado.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The applicant proposes that these two parcels be annexed to the Town of Silt and zoned as a Planned Unit Development for mixed commercial and residential uses. This development lends to the completion of the roundabout on State Highway 6, and addresses the Town's concerns related to the shortage of light commercial and multifamily units. With approval of Resolution 11, Series of 2020, the Town is acknowledging the application's conformance with state statutes regarding annexation and taking public comments related to the annexation.

FUNDING SOURCE:	Raley Ranch Project, LLC
ORDINANCE FIRST READING DATE:	N/A
ORDINANCE SECOND READING DATE:	N/A
RESOLUTION READING DATE:	April 13, 2020
ORIGINATED BY:	Raley Ranch Project, LLC
PRESENTED BY:	Janet Aluise, CDD
DOCUMENTS ATTACHED:	1) Resolution Series of 2020; 2) Annexation Petition; 3) Annexation Plat; 4) Affidavit of Circulator; & 5) Annexation Application.

TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:

REVIEWED BY:



Janet Aluise, Community Development Director



Jeff Layman, Town Administrator

**TOWN OF SILT
RESOLUTION NO. 11
SERIES OF 2020**

A RESOLUTION SETTING FORTH FINDINGS OF FACT AND CONCLUSIONS REGARDING AN ANNEXATION PETITION FOR TWO PARCELS KNOWN AS THE VILLAGE AT PAINTED PASTURES ANNEXATION, A 9.223-ACRE PARCEL AND A 2.001-ACRE PARCEL, BOTH SOUTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE LYON COMMERCIAL PLANNED UNIT DEVELOPMENT, WITHIN GARFIELD COUNTY, STATE OF COLORADO

WHEREAS, on or about January 10, 2020, Raley Ranch Project LLC (hereinafter referred to as “Owner”) submitted an Annexation Application, a Petition for Annexation, and an Affidavit of Circulator for that real property specifically described on Exhibit “A” attached hereto and known as the Village at Painted Pastures Annexation, or more generally known as the “Property”; and

WHEREAS, on or about February 18, 2020, the Planning & Zoning Commission considered the Annexation Petition and Application materials for the Property and recommended to the Board of Trustees approval of the Annexation application; and

WHEREAS, on or about February 24, 2020, the Board of Trustees approved Resolution 10, Series of 2020, a resolution finding Substantial Compliance with the Annexation Petition and Affidavit of Circulator; and

WHEREAS, § 31-12-110, C.R.S. requires that the Board of Trustees adopt a Resolution setting forth said Board’s findings of fact and conclusions prior to approval of an annexation; and

WHEREAS, the Board of Trustees conducted a public hearing on this day following publication of notice of such hearing.

NOW, THEREFORE BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, THAT:

Section 1. The Board of Trustees of the Town of Silt hereby determines that all eligibility for annexation requirements specified in Sections 31-12-104 and 31-12-105, C.R.S. have been met for the annexation of certain unincorporated land as described on Exhibit “A” attached and known as the Village at Painted Pastures Annexation, Garfield County, Colorado.

Section 2. The Board of Trustees hereby determines that the petition for annexation was executed by 100% of the property owners of record, and

therefore an annexation election is not required pursuant to § 31-12-107(2), C.R.S.

INTRODUCED, READ, AND APPROVED at a regular meeting of the Board of Trustees of the Town of Silt, Colorado held on the 13th day of April 2020.

TOWN OF SILT

ATTEST:

Mayor Keith B. Richel

Town Clerk Sheila M. McIntyre, C.M.C.

Exhibit A Legal Description

PARCEL A:

A PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE SOUTH 42°43'47" EAST A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24, THE POINT OF BEGINNING,
THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°22'25" EAST A DISTANCE OF 244.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;
THENCE SOUTH 81°07'25" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 836.61 FEET TO A POINT ON THE WESTERLY BOUNDARY OF GOVERNMENT LOT 2;
THENCE LEAVING SAID RIGHT-OF-WAY NORTH 00°02'03" EAST ALONG THE WESTERLY BOUNDARY OF SAID GOVERNMENT LOT 2 A DISTANCE OF 94.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY ON THE NORTHERLY SIDE OF THE CACTUS VALLEY DITCH; THENCE NORTH 88°30'46" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 106.71 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 71°35'19" WEST A DISTANCE OF 66.86 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 38°43'20" WEST A DISTANCE OF 93.99 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 79°28'08" WEST A DISTANCE OF 91.49 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 57°21'03" WEST A DISTANCE OF 97.90 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 37°22'45" WEST A DISTANCE OF 86.40 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 30°07'22" WEST A DISTANCE OF 173.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24;
THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID HIGHWAY 6 & 24 A DISTANCE OF 303.80 FEET;
THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 01°12'33" WEST A DISTANCE OF 30.17 FEET;
THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST A DISTANCE OF 903.33 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO COLORADO DEPARTMENT OF TRANSPORTATION IN SPECIAL WARRANTY DEED RECORDED DECEMBER 31, 2008 AT RECEPTION NO. 760876, COUNTY OF GARFIELD, STATE OF COLORADO.

ALONG WITH

PARCEL B:

A PARCEL OF LAND SITUATED IN GOV'T LOT 2 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE S 42°43'47" E A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HWY. 6 & 24, THE POINT OF BEGINNING; THENCE S 86°28'33" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 443.07 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID GOV'T LOT 2;
THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY S 00°22'25" E ALONG THE EASTERLY BOUNDARY OF SAID GOV'T LOT 2 A DISTANCE OF 147.98 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;
THENCE LEAVING SAID EASTERLY BOUNDARY S 81°07'25" W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 448.97 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY N 00°22'25" W A DISTANCE OF 244.62 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD, STATE OF COLORADO.

AND CONTAINING 11.224 ACRES, MORE OR LESS; HAVE BY THESE PRESENTS ANNEXED THE PROPERTY SHOWN HEREON AND DESIGNATED AS THE ANNEXATION OF THE VILLAGE AT PAINTED PASTURES, IN THE TOWN OF SILT, COUNTY OF COLORADO.

STAFF REPORT

For the Board of Trustee Meeting of April 13, 2020

Application: The Village at Painted Pastures Annexation
The Village at Painted Pastures Planned Unit Development
Zoning (PUD)

**Applicant/
Property Owner:** Raley Ranch Project, LLC
8191 E. Kaiser Boulevard
Anaheim, CA 92808

Representatives: Doug and Julie Pratte
The Land Studio, Inc.
365 River Bend Way
Glenwood Springs, CO 81601

Mineral Rights Owners: **1/16 Interest** - John H. Conto (as reserved in deed to C.R. Youker and Mildred Youker) recorded November 9, 1951 in Book 260 at Page 606;

1/4 Interest – Harold A. Deter and Maysel E. Deter (as conferred by Henry Meisner and Mary Meisner), recorded July 28, 1959 in Book 319 at Page 248;

All oil, gas, and other mineral rights (as reserved by Edward E. Walters in the deed to Davis Point Park, LLC), recorded November 17, 2006 at Reception No. 711354;

Site Location: East of Lyon Commercial PUD and south of existing Painted Pastures (Phases I & II)

Acreage: 9.223-acre parcel known as Parcel # 2179-111-00-445
2.001-acre parcel known as Parcel # 2179-111-00-721

Present Zoning: Rural (County) – comprised of the County’s rural residential areas, agricultural resource lands, agricultural production areas, and natural resource areas.

Present Land Use: Vacant (non-agricultural)

Proposed Zoning: Planned Unit Development – mixed use of residential and commercial

Fees: Fee of \$1,200 + \$400 deposit (Annexation)

I. Description of Proposal

The applicant, Raley Ranch Project, LLC, submitted an annexation petition, annexation application, and affidavit of circulator for a property known as the Village at Painted Pastures Annexation, comprised of two parcels in Garfield County (a 9.223-acre parcel and a 2.001-acre parcel) located east of the Silt Trade Center (Lyon Commercial Planned Unit Development) and south of the existing Painted Pastures Subdivision (Phases I & II). The land is contiguous to the Town's boundary (both Silt Trade Center and Painted Pastures) and is thus eligible for annexation.

II. Comprehensive Plan General Policies and Goals– Designated Urban Growth Areas

Service and Commercial Support

The subject property lies within the Service and Commercial Support Comprehensive Plan Land Use Designation, which states the following:

“Those properties within the Comprehensive Plan Land Use Designation of “Service and Commercial Support” are outside of the Town’s Downtown area, but are expected to have good visibility from Main Street and/or the I-70 corridor. The “Service and Commercial Support” designation is not expected to extend more than two blocks north (or south) of State Highway 6. For this reason, it is appropriate to expect that these properties will provide the Town with solid retail and service commercial businesses, such as construction related businesses like supply companies, office-type businesses such as real estate offices, craftsmen-type businesses such as cabinet makers, and other services such as auto repair and small appliance repair and small appliance repair, hotels, and convenience stores. These properties should look inviting and aesthetically professional, and the structures should have a western appeal or theme, if possible. This area is crucial for the Town’s employment picture, providing local jobs within the core of the community, and keeping the residents close to enjoy the time not spent working, with their families and friends. While retail businesses may not be the main focus in the “Service and Commercial Support” area, it is important for the Town to encourage any business that provides clean commercial without air pollution, noise, undesired odor, vibration, or wasted resources. As the Town and/or businesses grow(s), this Comprehensive Plan Land Use Designation will have to shrink in order to accommodate a larger “Downtown” area.

The Town should carefully scrutinize marijuana applications in this land use designation.”

(Staff note: The applicant proposes Planned Unit Development Zoning at the Village at Painted Pastures, allowing for mixed uses of residential and commercial. The Comprehensive Plan does not describe residential uses within the Service and Commercial Support Land Use Designation, and therefore, the Board of Trustees shall make the final decision as to whether the proposed annexation and zoning meet the intent of the 2017 Comprehensive Plan.)

III. Pertinent State Statutes and Silt Municipal Code

No unincorporated area may be annexed to a municipality unless one of the conditions set forth in Section 30(1) of Article II of the state constitution first has been met. An area is eligible for annexation if the provisions of Section 30 of Article II of the state

constitution have been complied with and the governing body, at a hearing as provided in Section 31-12-109, finds and determines:

- 1) That not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the annexing municipality.
(Staff note: The subject properties are contiguous to the existing Painted Pastures subdivision for 1,445.44 feet; the property along the Cactus Valley Ditch is not contiguous to the subject property because the Lyon Commercial Annexation did not annex the entire ditch);
- 2) That a community of interest exists between the area proposed to be annexed and the annexing municipality;
(Staff note: The Comprehensive Plan (2017) contemplates the annexation of this parcel);
- 3) That said area is urban or will be urbanized in the near future;
(Staff note: The applicant has submitted zoning and subdivision applications that contemplate the subject property's urbanization);
- 4) That said area is integrated with or is capable of being integrated with the annexing municipality;
(Staff note: The Town agrees that the subject property can be integrated);
- 5) In establishing the boundaries of the area proposed to be annexed, no real property held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, will be divided into separate parts or parcels without the written consent of the landowners;
(Staff note: Not applicable);
- 6) In establishing the boundaries of the area proposed to be annexed, no real property held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tract or parcels of real estate, comprising twenty (20) acres or more (which taken together with the buildings and improvements situated thereon has a valuation for assessment in excess of \$200,000 for ad valorem tax purposes for the year preceding the annexation) shall be included without the written consent of the landowners;
(Staff note: Not applicable);
- 7) The property proposed for annexation is not presently part of any incorporated city or town, nor have annexation proceedings been commenced for the annexation of part of all of such property to another municipality.
(Staff note: Not applicable).

§16.13.030 Planning and zoning commission review and action (Annexation).

A. The commission shall review and consider the annexation at a regularly scheduled meeting to be held within sixty days after town staff has determined that the application materials are complete.

B. The commission, within fifteen days after the meeting or meetings, if the consideration of the annexation is continued, shall make recommendations to the board to approve, deny, or approve upon conditions, the application. Such recommendations shall be reasonably related to the intent and purposes of this chapter.

C. A full description of the action taken on the application by the commission shall be stated upon the minutes of the commission, a copy of which minutes shall be promptly forwarded to the board.

D. Any corrections required by town staff or the planning and zoning commission must be complied with before the application is submitted to the board.

(Staff note: On February 18, 2020, the Planning & Zoning Commission recommended approval of the annexation to the Board of Trustees.)

IV. Staff Comments/Concerns

Property History

The subject property proposed for annexation and PUD zoning is comprised of two parcels, a western 9.223-acre parcel (Parcel # 217911100445) and an eastern 2.001-acre parcel (Parcel # 217911100721). The parcels have historically been used for residential and agricultural purposes, but prior property owners removed the residence almost twenty years ago.

Current County Zoning

The property is zoned ‘Rural’, a Garfield County designation, which is defined as “comprised of the County’s rural residential areas, agricultural resource lands, agricultural production areas, and natural resource areas. Uses, densities, and standards established for this zone district are intended to protect the existing character of the area from uncontrolled and unmitigated residential, commercial, and industrial use. The zone district provides for the use of natural resources, recreational development, rural residential, and other uses.” Rural zoning requires a minimum lot size of two acres, and therefore, the two parcels could support up to five single family lots, with a maximum lot coverage of 15%, setbacks of fifty feet from State Highway 6, twenty-five foot rear yard setback and ten-foot side yard setback. Building heights in this zone district are twenty-five feet for residential uses and forty feet for non-residential uses.

Annexation Impact Report

On February 10, 2020, the Garfield County Board of County Commissioners waived the applicant’s requirement to compose and submit an annexation impact report as required by statute. This exempted the applicant from a costly and unnecessary report, the results of which would indicate that Garfield County is not negatively affected by the property’s annexation to the Town of Silt because there are no bridges or county roads within or adjacent to this property for which Garfield County maintains.

V. Planning & Zoning Commission Recommendation (Annexation)

On February 18, 2020, the Planning & Zoning Commission recommended to the Board of Trustees approval of the Village at Painted Pastures Annexation, with the following conditions:

- 1) That all statements made by the Applicant in its application and in meetings before the Planning & Zoning Commission and the Board of Trustees be considered conditions of approval, unless modified in the following conditions:
- 2) That the Applicant pay all fees associated with the Town's review and approval of the special use permit, including but not limited to attorney, engineering, planning, administrative and public notification costs.

Tom Jankovsky

District 1

John Martin, Chair

District 2

Mike Samson, Chair Pro Tem

District 3



February 10, 2020

Town of Silt
Janet Aluise, Community Development Director
P.O. Box 70
Silt, CO 81652

Chad Lee
Balcomb & Green
P.O. Box 790
Glenwood Springs, CO 81602

RE: Village at Painted Pastures and Highlands at Painted Pastures – Town of Silt Annexation Impact Report Waiver Requests

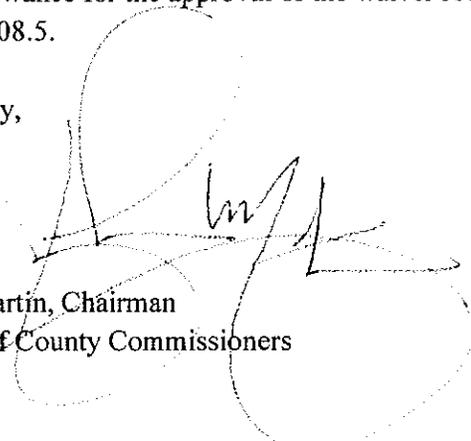
Dear Ms. Aluise and Mr. Lee:

The Board of County Commissioners has voted to waive the required Annexation Impact Reports for the Annexation to the Town of Silt, for Garfield County Assessor's Parcel Numbers 2179-111-00-445 (9.23 acres), 2179-111-00-721 (2.001 acres) and 2179-023-00-006 (41.743 acres). The request is further documented in your correspondence dated 2/4/2020 and the Annexation Petitions and legal descriptions attached thereto.

The properties are owned by Raley Ranch Project, LLC and are located off of State Hwy 6 & 24 and internal Town of Silt streets. The properties are shown on the attached mapping.

The allowance for the approval of the waiver request is pursuant to the Colorado Revised Statutes Section 31-12-108.5.

Sincerely,


John Martin, Chairman
Board of County Commissioners

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

THAT RALEY RANCH PROJECT, LLC, BEING SOLE OWNER(S) IN FEE SIMPLE OF ALL THAT REAL PROPERTY DESCRIBED AS FOLLOWS:

ANNEXATION BOUNDARY DESCRIPTION

PARCEL A: A PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE SOUTH 42°43'47" EAST A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24, THE POINT OF BEGINNING, THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°22'25" EAST A DISTANCE OF 244.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 81°07'25" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 856.61 FEET TO A POINT ON THE WESTERLY BOUNDARY OF GOVERNMENT LOT 2; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 00°02'03" EAST ALONG THE WESTERLY BOUNDARY OF SAID GOVERNMENT LOT 2 A DISTANCE OF 94.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY ON THE NORTHERLY SIDE OF THE CACTUS VALLEY DITCH; THENCE NORTH 88°30'46" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 106.71 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 71°55'19" WEST A DISTANCE OF 66.86 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 58°43'20" WEST A DISTANCE OF 93.99 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 79°28'08" WEST A DISTANCE OF 91.49 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 57°21'03" WEST A DISTANCE OF 97.90 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 37°22'45" WEST A DISTANCE OF 86.40 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 50°07'22" WEST A DISTANCE OF 173.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID HIGHWAY 6 & 24 A DISTANCE OF 553.80 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 01°12'33" WEST A DISTANCE OF 50.17 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST A DISTANCE OF 903.53 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO COLORADO DEPARTMENT OF TRANSPORTATION IN SPECIAL WARRANTY DEED RECORDED DECEMBER 31, 2008 AT RECEPTION NO. 760876, COUNTY OF GARFIELD, STATE OF COLORADO.

ALONG WITH

PARCEL B: A PARCEL OF LAND SITUATED IN GOVT LOT 2 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE S 42°43'47" E A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HWY. 6 & 24, THE POINT OF BEGINNING; THENCE S 86°28'33" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 445.07 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID GOVT LOT 2; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY S 00°22'25" E ALONG THE EASTERLY BOUNDARY OF SAID GOVT LOT 2 A DISTANCE OF 147.98 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD; THENCE LEAVING SAID EASTERLY BOUNDARY S 81°07'25" W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 448.97 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY N 00°22'25" W A DISTANCE OF 244.62 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD, STATE OF COLORADO.

AND CONTAINING 11.224 ACRES, MORE OR LESS; HAVE BY THESE PRESENTS ANNEXED THE PROPERTY SHOWN HEREON AND DESIGNATED AS THE ANNEXATION OF THE VILLAGE AT PAINTED PASTURES, IN THE TOWN OF SILT, COUNTY OF COLORADO.

EXECUTED THIS _____ DAY OF _____, A.D., 2019.

OWNER(S) RALEY RANCH PROJECT, LLC BY: AS _____

STATE OF COLORADO)

COUNTY OF GARFIELD) §§

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D., 2019 BY _____ AS _____ OF RALEY RANCH PROJECT, LLC.

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND SEAL _____ NOTARY PUBLIC

LIENHOLDER'S SUBORDINATION

THE UNDERSIGNED, BEING THE HOLDER OF A LIEN ON THE HEREIN DESCRIBED PROPERTY PURSUANT TO A DEED OF TRUST RECORDED AS RECEPTION NO. _____ IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO, HEREBY CONSENTS AND APPROVES THIS ANNEXATION MAP OF THE VILLAGE AT PAINTED PASTURES AND HEREBY SUBORDINATES THE LIEN OF SAID DEED OF TRUST TO THE MATTERS SET FORTH HEREIN.

DATED THIS ___ DAY OF _____, 2019.

BY: _____

ITS: _____

STATE OF _____)

) SS.

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019, BY _____ AS _____ OF _____.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

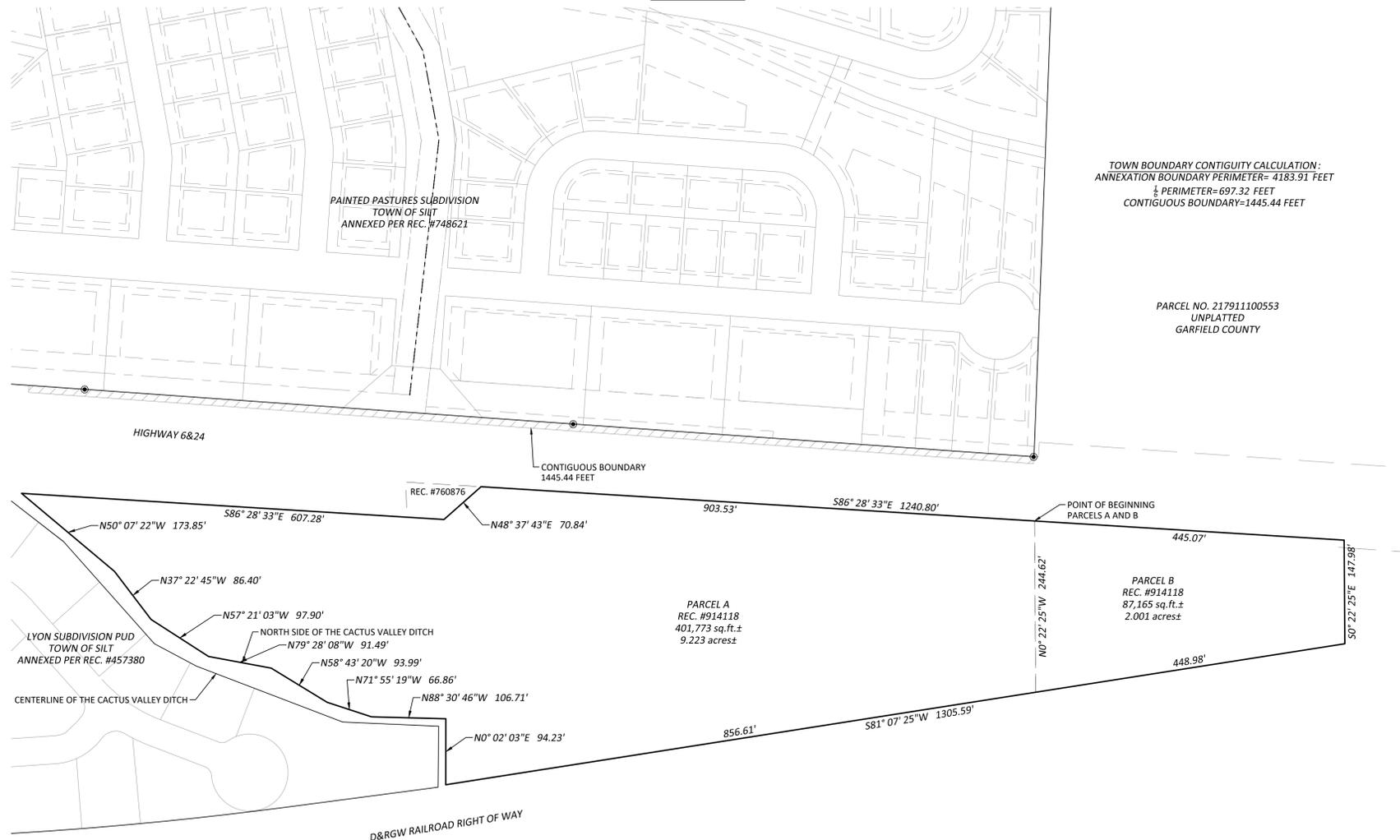
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

ANNEXATION MAP OF:

THE VILLAGE AT PAINTED PASTURES

A PARCEL OF LAND SITUATED IN LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6th P.M. GARFIELD COUNTY, COLORADO

SHEET 1 OF 1

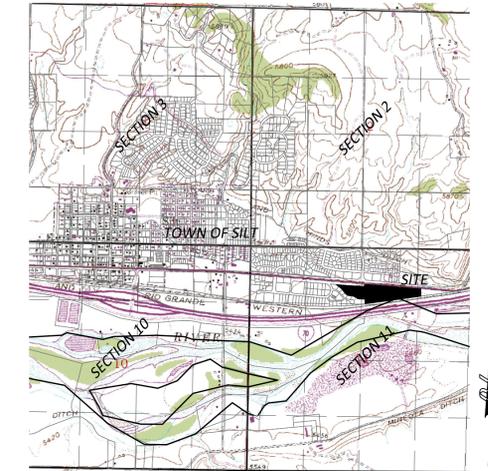


TOWN BOUNDARY CONTIGUITY CALCULATION: ANNEXATION BOUNDARY PERIMETER= 4183.91 FEET 1/2 PERIMETER=697.32 FEET CONTIGUOUS BOUNDARY=1445.44 FEET

PARCEL NO. 217911100553 UNPLATTED GARFIELD COUNTY

PARCEL A REC. #914118 401,773 sq.ft.± 9.223 acres±

PARCEL B REC. #914118 87,165 sq.ft.± 2.001 acres±



VICINITY MAP SCALE: 1"=2000'

SURVEY NOTES

- 1) DATE OF PREPARATION: OCTOBER-DECEMBER 2019
2) BASIS OF BEARING: A BEARING OF S 86°28'33" W ALONG THE NORTH LINE OF THE ANNEXATION PARCELS, AS SHOWN HEREON.
3) BASIS OF SURVEY: THE FINAL PLAT MAP OF PAINTED PASTURES SUBDIVISION RECORDED MAY 15, 2008 AS RECEPTION NO. 748623, FINAL PLAT OF MESA VIEW ESTATES, FILING 1 RECORDED JULY 14, 1998 AS RECEPTION NO. 528556, THE CORRECTION PLAT OF MESA VIEW ESTATES, FILING 1 RECORDED DECEMBER 17, 2002 AS RECEPTION NO. 616742, THE FINAL PLAT OF CAMARIO SUBDIVISION RECORDED JUNE 22, 2007 AS RECEPTION NO. 726116, THE RALEY EXEMPTION PLAT RECORDED AUGUST 17, 1987 AS RECEPTION NO. 385045, THE LYON SUBDIVISION PLANNED UNIT DEVELOPMENT RECORDED DECEMBER 8, 1994 AS RECEPTION NO. 471909, THE AMENDED PLAT OF HEAVENLY VIEW SUBDIVISION RECORDED MAY 4, 1982 AS RECEPTION NO. 327466, VARIOUS DOCUMENTS OF RECORD AND THE FOUND MONUMENTS AS SHOWN HEREON.
4) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SOPRIS ENGINEERING, LLC (SE) TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND/OR TITLE OF RECORD SE RELIED UPON THE ITEMS OUTLINED IN NOTE 4. NO TITLE COMMITMENT WAS USED IN THE PREPARATION OF THIS ANNEXATION MAP.
5) THE LINEAR UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

SURVEYOR'S CERTIFICATE

I, MARK S. BECKLER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE ANNEXATION PLAT OF THE VILLAGE AT PAINTED PASTURES AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME OR UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID SUBDIVISION AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 2019.

MARK S. BECKLER, L.S. #28643

PLANNING COMMISSION CERTIFICATE

THIS PLAT APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF SILT, COLORADO THIS _____ DAY OF _____, A.D. 2019.

CHAIRMAN

BOARD OF TRUSTEES CERTIFICATE

THIS PLAT APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO THIS _____ DAY OF _____, A.D. 2019, FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO AND FOR CONVEYANCE TO THE TOWN OF SILT OF THE PUBLIC DEDICATIONS SHOWN HEREON; SUBJECT TO THE PROVISION THAT APPROVAL IN NO WAY OBLIGATES THE TOWN OF SILT FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LANDS, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF TRUSTEES AND FURTHER THAT SAID APPROVAL SHALL IN NO WAY OBLIGATE THE TOWN OF SILT FOR MAINTENANCE OF STREETS AND UTILITIES DEDICATED TO THE PUBLIC UNTIL CONSTRUCTION OF IMPROVEMENTS THEREON SHALL HAVE BEEN COMPLETED TO THE SATISFACTION OF THE BOARD OF TRUSTEES.

TOWN OF SILT

BY: _____

MAYOR

WITNESS MY HAND AND SEAL OF THE TOWN OF SILT, COLORADO

ATTEST: _____

TOWN CLERK

TITLE INSURANCE COMPANY CERTIFICATE

FIRST AMERICAN TITLE INSURANCE COMPANY, DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS HEREIN DEDICATED AND SHOWN UPON THIS PLAT AND TITLE TO SUCH LAND IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

DATED THIS _____ DAY OF _____, A.D., 2019.

AGENT

FIRST AMERICAN TITLE INSURANCE COMPANY

SOPRIS ENGINEERING - LLC CIVIL CONSULTANTS 502 MAIN STREET, SUITE A3 CARBONDALE, COLORADO 81623 (970) 704-0311 SOPRISENG@SOPRISENG.COM

Painted Pastures Applications

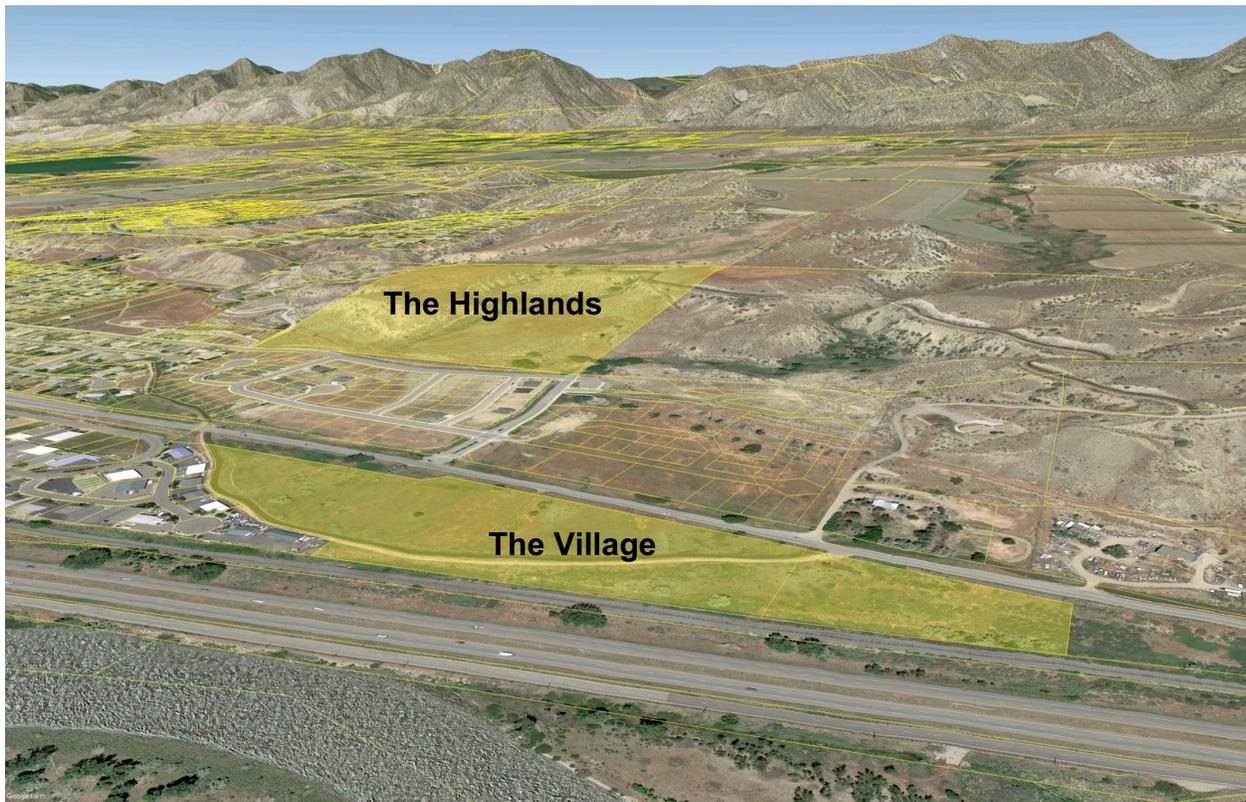
Town of Silt, Colorado

The Village at Painted Pastures

Annexation & Planned Unit Development

The Highlands at Painted Pastures

Annexation and R2 Zoning



Submitted January 8, 2020 by:
The Land Studio, Inc.
365 River Bend Way
Glenwood Springs, Colorado 81601



365 River Bend Way • Glenwood Springs, CO 81601 • Tel 970 927 3690 • landstudio2@comcast.net

January 7, 2020

Ms. Janet Aluise
Town of Silt Community Development Director
231 N. 7th Street
Silt, Colorado 81652

Re: The Village at Painted Pastures and The Highlands at Painted Pastures Annexation and Zoning Applications

Dear Janet:

Raley Ranch Project, LLC owns three parcels of land in Garfield County, Colorado contiguous to the Town of Silt's municipal boundaries. The Land Studio, Inc. has been working with representatives of Raley Ranch Project, LLC and its consultant team to prepare The Village at Painted Pastures and The Highlands at Painted Pastures Annexation and Zoning Applications per the discussed requirements at our October 9, 2019 Pre-Application meeting with you at the Town of Silt's Community Development Office. The intent of this Application is to Annex the Village at Painted Pastures parcels with Garfield County Parcel No. 217911100445 (9.223 acres±) and Parcel No. 217911100721 (2.001 acres±) into the Town of Silt with PUD Zoning per the attached PUD Guide, and to Annex The Highlands at Painted Pastures parcel with Garfield County Parcel No. 217902300006 (41.743 acres±) into the Town of Silt with R2 Zoning. The following is a list of the documents provided in this Application:

The Village at Painted Pastures Exhibits

- A. Completed and signed Town of Silt Community Development Land Use Application Form for Annexation and Planned Unit Development Zoning
- B. Completed Town of Silt Community Development Land Use Activity Impact Statement for Annexation and Planned Unit Development Zoning.
- C. Public notice property owner addresses for properties within 200 feet of property from Garfield County qPublic.net
- D. Petition for Annexation
- E. Affidavit of Circulator
- F. Town of Silt Annexation Application
- G. Office of the Secretary of State of the State of Colorado Raley Ranch Project, LLC Certificate of Fact of Good Standing
- H. Commitment for Title Insurance
- I. Annexation Map of The Village at Painted Pastures
- J. Town of Silt Zoning Map with Proposed Zoning

- K. The Village at Painted Pastures Planned Unit Development Guide
- L. Raley Ranch Project, LLC - Water Dedication Proposal for Town of Silt
- M. Water Requirements for The Village and The Highlands at Painted Pastures
- N. Affidavits of Historical Use

The Highlands at Painted Pastures Exhibits

- A Completed and signed Town of Silt Community Development Land Use Application Form for Annexation and R-2 Zoning
- B Completed Town of Silt Community Development Land Use Activity Impact Statement for Annexation and R-2 Zoning.
- C Public notice property owner addresses for properties within 200 feet of property from Garfield County qPublic.net
- D Petition for Annexation
- E Affidavit of Circulator
- F Town of Silt Annexation Application
- G Office of the Secretary of State of the State of Colorado Raley Ranch Project, LLC Certificate of Fact of Good Standing
- H Commitment for Title Insurance
- I Annexation Map of The Highlands at Painted Pastures
- J Town of Silt Zoning Map with Proposed Zoning
- K Raley Ranch Project, LLC - Water Dedication Proposal for Town of Silt
- L Water Requirements for The Village and The Highlands at Painted Pastures
- M Affidavits of Historical Use

We look forward to working with you on this project and please email or call with discussion related to this Application as needed.

Sincerely,

THE LAND STUDIO, INC

By:



Douglas J. Pratte

**The Village at Painted Pastures
Exhibit A**

Completed and signed Town of Silt Community Development Land Use
Application Form for Annexation and Planned Unit Development Zoning



Land Use Application Form

<input type="checkbox"/> Amended Plat	<input type="checkbox"/> Boundary Adjustment	<input type="checkbox"/> Subdivision Exemption
<input checked="" type="checkbox"/> Annexation	<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Floodplain Development
<input type="checkbox"/> Final Plan	<input type="checkbox"/> Planned Unit Development	<input type="checkbox"/> Vacation of Right-of-Way
<input type="checkbox"/> Text Amendment	<input type="checkbox"/> Site Plan Review	<input type="checkbox"/> Re-Subdivision Final Plan
<input type="checkbox"/> Easement Agreement	<input checked="" type="checkbox"/> Zoning or Rezoning	<input type="checkbox"/> Subdivision Improvement Agreement
<input type="checkbox"/> Preliminary Plan	<input type="checkbox"/> Special Use Permit	<input type="checkbox"/> Annexation & Development Agreement
<input type="checkbox"/> Zoning Variance	<input type="checkbox"/> Other: _____	

Project Name: The Village at Painted Pastures

Project Description / Property Information: 217911100445,
217911100721

Address: 34488 6 & 24 Hwy, Silt Parcel ID Number: _____

Legal Description (*attach additional sheets if necessary*): Attached

Access to Property: Hwy. 6 & 24

Acres or Square Footage: 9.223, 2.001 Existing Land Use Designation: Service and Commercial Support

Proposed Land Use Designation: Service & Commercial Support/Neighborhood Residential

Existing Zoning: Rural Proposed Zoning: PUD

Proposed Use / Intensity of Use: Residential / Service & Commercial

Submittal Requirements:

- Initially, a completed application with original signatures and four copies shall be submitted to the department for review. The application shall include four sets of 24" x 36" plans, plats and other appropriate drawings. Application must also be submitted in electronic format (MS Word).
- In addition to this application, all information on the supplemental checklist must be submitted.
- Incomplete applications will not be accepted and will delay processing.
- When the documents are deemed adequate, additional copies as required by the department shall be submitted ten (10) days before the public hearing.
- All documents submitted for public hearing shall be hole-punched, collated and paper-clipped (no staples). All plans, plats or drawings shall be folded to 8 1/2" x 11" and inserted into the collated application. Each individual application shall be banded together and ready for public distribution.

STAFF USE ONLY

Pre-app conference: _____ (date)	Application received: _____ (date)
Application complete: _____ (date)	File Number: _____
Fees: _____	Referrals Sent: _____ (date)
Deposits: _____	PZC approval: _____ (date)
Paid: _____ (date)	BOT approval: _____ (date)

Project Team Information (fill in all that apply) *(add additional sheets if needed):*

Property Owner(s): Name: Raley Ranch Project, LLC, John Tallichet, Manager Phone: 714-279-6101

Company: _____ Fax: _____

Address: 8191 E. Kaiser Blvd., Anaheim, CA 92808

Authorized Rep.: Name: Douglas Pratte, The Land Studio, Inc Phone: 970-927-3690

Company: The Land Studio, Inc Fax: _____

Address: 365 River Bend Way, Glenwood Springs, CO 81601

Engineer/Designer: Name: Yancy Nichol Phone: 970-704-0311

Company: Sopris Engineering LLC Fax: _____

Address: 502 Main St, #A-3, Carbondale CO 81623

Billable Party: Owner Representative _____ Engineer _____

The Billable Party, by signing below, hereby agrees to reimburse the Town the actual costs to the Town plus 15% administrative fees for all engineering, surveying and legal services rendered in connection with the review of the Application. The Billable Party shall also reimburse the Town for the cost of making any corrections or additions to the master copy of the official Town map and for any fees for recording any plats and accompanying documents with the County Clerk and Recorder of Garfield County. The Billable Party agrees that interest shall be imposed at a rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the Town and in the event the Town is forced to pursue collection of any amounts due and unpaid, the Town shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

Raley Ranch Project, LLC John Tallichet, Manager § _____
Name (printed)

8191 E. Kaiser Blvd. Anaheim, CA 92808
Address

714 279-6101 _____
Phone Fax


Signature

Type of Identification

- Disclosure of Property Ownership**
- _____ If owner is an individual, indicate name exactly as it appears on the deed.
 - If owner is a corporation, partnership, limited partnership or other business entity, name principals on a separate page. Please include articles of organization, partnership agreement, etc., as applicable.
 - _____ If owner is a land trust, name beneficiaries on a separate page.
 - _____ If applicant is a lessee, indicate the owner(s) on a separate page.
 - _____ If applicant is a contract purchaser, attach a copy of the contract and indicate the owner(s) on a separate page.

Please provide the name(s), mailing address(es), street address(es) and phone number(s) for all owners.

Property Owner Affidavit

I/We, John Tallichet, Manager, Raley Ranch Project, LLC, being first duly sworn, depose and state under penalties of perjury that I am (we are) the owner(s) of the property described herein and which is the subject of the application and proposed hearings; that all answers provided to the questions in this application, and all sketches, data and all other supplementary matter attached hereto and made part of this application are honest and true to the best of my (our) knowledge and belief. I (we) understand that this application must be complete and accurate prior to a hearing being scheduled. I (we) authorize Town staff to visit the site as necessary for proper review of this application.

(If there are special conditions such as guard dogs, locked gates, restricted hours, etc., please give the name and phone number of the person(s) who can provide access to the site)

John Tallichet
Name (printed)
8191 E. Kaiser Blvd., Anaheim, CA 92808
Address
714-279-6101
Phone
Fax

Name (printed)

Address

Phone

Fax

[Signature]
Signature
California Drivers License
Type of Identification
County of Orange
State of California

Signature
ss.

Sworn to and subscribed before me this 17 day of December, 2019.
(fill in day) (fill in month) (fill in year)

By John Tallichet
(name printed)

Witness my hand and official seal.
[Signature]
Notary Public



My Commission expires: 10/29/2020

Authorized Representative

I/We further permit Doug Pratte, The Land Studio, Inc to act as my/our representative in any manner regarding this application, to answer any questions and to represent me/us at any meeting(s) and public hearing(s) which may be held on this application.

NOTE: All correspondence will be sent to the authorized representative. It will be the representative's responsibility to keep the owner(s) adequately informed as to the status of the application.

John Tallichet
Name (printed)

8191 E. Kaiser Blvd., Anaheim, CA 92808
Address

714-279-6101
Phone

Fax

[Signature]
Signature

California Driver's License
Type of Identification

County of Orange)

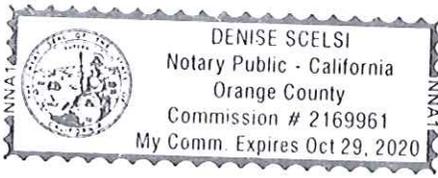
State of California)

ss.

Sworn to and subscribed before me this 17 day of December, 2019.
(fill in day) (fill in month) (fill in year)

By John Tallichet
(name printed)

Witness my hand and official seal.
[Signature]
Notary Public



My Commission expires: 10-29-2019

LAND USE APPLICATION FEES

Application	Fee	Deposit	SMC Section
Annexation	\$1,200	\$400	16.13.040
Annexation & Development Agreement amendment	\$400	\$400	16.13.130
Boundary Adjustment/Lot Line	\$100	\$0	16.04.907
Condominiumization	See Major	Subdivision	16.05.110
Easement Agreement and Amendments	\$500	\$500	2.44.110
Intergovernmental Agreement and Amendments	\$500	\$500	2.44.100
Major Subdivision-Sketch Plan	\$500	\$500	16.04.120
Major Subdivision-Preliminary Plan	\$800	\$800	16.04.180
Major Subdivision-Final Plan	\$500	\$500	16.04.270
Sign Exception	\$70	\$0	
Fence Exception	\$70	\$0	
Replat or Re-subdivision	\$500	\$0	16.04.945
Site Plan Review- Commercial/Multi-Family	\$500	\$0	17.42.030
Special Use Permit	\$250	\$0	17.78.040
Minor Subdivision-Sketch/Final	\$500	\$500	16.04.906
Subdivision Improvement Agreement Amendment	\$400	\$400	16.04.315
Vacation of Right of Way	\$400	\$400	2.44.120
Zoning Variance	\$250	\$0	17.84.080
Zoning or Rezoning	\$500	\$100	16.12.410

**Deposits must be included with application submittal. The deposit is used as security for department staff and consultant time to review the project application. Applicant shall also pay for fees and charges incurred by the town, such as legal fees, planning fees, engineering fees, and filing or recording fees, plus an administrative fee of 15% of the total consultant charges.*

ATTACHMENTS/EXHIBITS MUST BE COMPLETE FOR SUBMITTAL.

Incomplete applications **will not** be reviewed until deemed complete.

Checklist below for Office use only.

- 1] ___ A legal description of the property.
- 2] ___ Evidence of legal ownership. May be a deed, title commitment, title insurance policy, or attorney's opinion of ownership.
- 3] ___ Letter of consent. Required if the Applicant is not the property owner.
- 4] ___ List of property owners within 200 feet. Call Garfield County Assessor's Office at 970/ 945-9134 for information.
- 5] ___ Impact statement (description of how the proposed land use complies with the Town of Silt Municipal Code and Comprehensive Plan).
- 6] ___ A copy of the completed application in electronic format (Microsoft Word).
- 7] ___ A diskette, compatible with the Town of Silt GIS system, must be submitted before final recording of land use action. Mylars will not be signed prior to submittal of GIS disk. (For GIS information, call the Community Development Department, (970)876-2353.) Please do not print Final Plat Mylars until you receive approval by Town staff.

**The Village at Painted Pastures
Exhibit B**

Completed Town of Silt Community Development Land Use Activity Impact
Statement for Annexation and Planned Unit Development Zoning.

Town of Silt Community Development

231 N. 7th Street, Silt Colorado 81652; (970)876-2353 ext. 108



LAND USE ACTIVITY IMPACT STATEMENT

The Village at Painted Pastures

Name of Applicant: Raley Ranch Project, LLC Date: December 2, 2019

Location of Property: 34488 6 & 24 Hwy

Land Use Request: Annexation and Planned Unit Development Zoning

Please answer the following questions to the best of your ability. Attach additional pages as needed.

1. Is your request compatible with the Silt Municipal Code? Yes No
Yes, attached is an Application that outlines compliance with the Silt Municipal Code.

2. Is your request compatible with the Silt Comprehensive Plan? Yes No
Yes, The Village is designated as Service & Commercial Support.

If not, how is your request useful to the Town of Silt?

3. Explain how your request is compatible with the immediate area surrounding the site. **Surrounding Land Use to the West and South of the Highlands parcel is residential and those parcels have been incorporated into the Town of Silt. Annexation would create an expansion of that existing residential. Surrounding Land Use to the Village parcel is Commercial/Service to the West, highway to the North, railroad to the South, and Hwy 6 & 24 ROW to the East. Annexation of these parcels would create an expanded use of the surrounding residential and commercial.**
4. How is your request desirable for the Town of Silt?
Annexation of these parcels will add valuable additional residential development and commercial development to areas that are immediately adjacent to current Town of Silt boundaries. The goal is to provide a diversity of housing types and to include opportunities for both rental housing and home ownership.

**Annexation Impact Statement
The Village at Painted Pastures
SE Job #19112**

5. Detail any real or possible environmental, Town service or other impacts your request may have.

Impacts to acquire utilities, allow access, accommodate site and existing drainage, etc are all very minimal as the Site is currently adjacent to the Town boundary and has utilities and infrastructure within close proximity. Having the infrastructure close to the Site will help reduce any potential environmental impact this project may create.

6. Please give a brief statement about the impacts listed below and how you have addressed them.

a) Traffic

We anticipate the Village increasing traffic upon HWY 6 which CDOT owns and maintains. We are currently proposing a roundabout at the intersection of HWY 6 and North Overo Blvd to ensure minimal traffic impacts. The roundabout will provide access to the Village and will have the capacity for HWY 6 as well as all the proposed future development within the area. We additionally anticipate a right in and right out intersection coming out of the Village to the eastern portion of the site that will also be in compliance with the access code and access control plan. We have done a brief traffic study based on the assumed uses at this time using the ITE manual. In the Village we are expecting 2 different uses based upon the ITE coding, 220 Multifamily housing and 770 Business Park. Currently without knowing exactly the uses for the multi-tenant space we have chosen the code 770 because it seems conservative for trip generation. Below is a quick table showing the assumed trips generated from the proposed Village development:

The Village	# of Units	ITE CODE	DAILY RATE	TOTAL TRIPS
The Village Center	16	770	12.44	199.04
Vista Multi Family I	16	220	7.32	117.12
Vista Multi Family II	160	220	7.32	1,171.20
				1,487

b) Town Services (water sewer etc)

The Town will supply domestic water, sewer and irrigation to the Village, raw water will be supplied through a separate system. The Village at Painted Pastures currently has the water and sewer infrastructure running through the property. We also understand Silt to have adequate pipe sizing and capacity at both the sewer treatment plant and the water plant to be able to serve this project and therefore this project does not create a burden upon that infrastructure. We also understand the Grand River Ditch Company’s Cactus Valley Ditch runs through the property, which based upon discussions at our pre-annexation meeting, the Town will allow the Village to pump directly from, therefore requiring very minimal new infrastructure and minimal impacts to existing infrastructure. Please see Wright Water Engineers, Inc. letter addressed to Balcomb & Green January 6, 2020 for an EQR estimate which is submitted with this annexation application.

c) Signage

The highway will have all appropriate signage per CDOT specifications. We anticipate additional design as the project moves forward for a “branding” sign for the Village which would be near the roundabout access to the site. The sign would follow and adhere to the Town and CDOT codes and standards.

d) Open Space

It is our intent to provide various areas of open space throughout the development. At this time we believe these would be both public and private amenities to guests and tenants.

e) Emergency services

At this time we do not anticipate any negative impacts to emergency services. As we move forward on this project we will work with emergency services.

f) Utilities

All utilities in addition to the previously discussed sewer, water and irrigation are currently in the area. Minimal efforts should be needed in order to bring utilities onto the site to serve the project. We are coordinating with the following utility companies for the associated service:

Utility Provider	Utility	Contact	Phone #	EMAIL
Town of Silt Water and Sanitation	Sewer and Water	Trey Fonner	970-876-2353	trey@townofsilt.org
Xcel Energy	Electricity and Gas	Samantha Wakefield	970-244-2622	Samantha.l.wakefield@xcelenergy.com
Cable, Internet, Telephone	Comcast	Michael Johnson	970-205-5432	Michael_Johnson@comcast.com
Telephone, Internet	CenturyLink	Jason Sharpe	970-328-8290	Jason.Sharpe@CenturyLink.com

We are also currently working on Will Serve letters from all providers.

g) Other

At this time we do not foresee any negative impacts to the Town, Town resources, or surrounding neighborhoods, infrastructure or otherwise. We believe this development will provide housing, revenue and will be an overall asset to the community.

7. Are there or have there ever been any landfills on any part of the property included in your request? Yes/ No

No

8. Please mark all the concerns or impacts listed below which apply to your request and give a brief statement about how you have addressed them.

The above Impact Statements address the following topics

- a. traffic
- b. town services (water, sewer, etc.)
- c. signage
- d. open space
- e. schools (see below)
- f. emergency services (police, fire, medical)
- g. other utilities (electrical, etc.)
- h. other (pollution, etc.)

Please list any other items or information which you feel would be of help in assessing your application.

School Impacts

The Applicant agrees to pay up to \$500.00 per residential unit to be paid at the time of building permit to offset impacts to the RE-2 School District.

**The Village at Painted Pastures
Exhibit C**

Public notice property owner addresses for properties within 200 feet of
property from Garfield County qPublic.net

Garfield County Land Explorer

Parcel	Physical Address	Owner	Account Num	Mailing Address
217911100445	34488 6 & 24 HWY SILT	RALEY RANCH PROJECT LLC	R200631	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911100553	34671 6 & 24 HWY SILT	BLOTSKE, WAYNE R	R200744	34671 HWY 6 & 24 SILT, CO 81652
217911100721	Not available SILT	RALEY RANCH PROJECT LLC	R200745	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104069	2601 E SABINO LN SILT	RALEY RANCH PROJECT LLC	R045647	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104070	2631 E SABINO LN SILT	RALEY RANCH PROJECT LLC	R045648	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104071	2651 E SABINO LN SILT	RALEY RANCH PROJECT LLC	R045649	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104072	2671 E SABINO LN SILT	RALEY RANCH PROJECT LLC	R045650	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104111	Not available SILT	RALEY RANCH PROJECT LLC	R045686	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104112	Not available SILT	RALEY RANCH PROJECT LLC	R045687	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104113	Not available SILT	RALEY RANCH PROJECT LLC	R045688	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911201081	2100 MAIN ST SILT	SILT, TOWN OF	R350798	PO BOX 70 SILT, CO 81652
217911201118	2116 HORSESHOE TRL SILT	CUTTER, ROBERT C & LINDA M	R350936	PO BOX 2985 GLENWOOD SPRINGS, CO 81602
217911201145	2119 HORSESHOE TRL SILT	GCC LOFTS LLC	R350963	852 HANDY DRIVE CARBONDALE, CO 81623
217911201161	2238 MUSTANG SILT	MULLENAX 2238 MUSTANG LLC AS TO PARCEL 1 & MULLENAX 2254 MUSTANG LLC AS TO PARCEL 2	R006237	2238 MUSTANG DRIVE SILT, CO 81652-8525
217911201162	2254 MUSTANG SILT	MULLENAX 2238 MUSTANG LLC AS TO PARCEL 1 & MULLENAX 2254 MUSTANG LLC AS TO PARCEL 2	R006238	2238 MUSTANG SILT, CO 81652
217911201163	2304 BRANDING IRON SILT	SAMUELSON, JEROD T & SHARON L	R006239	4208 COUNTY ROAD 100 CARBONDALE, CO 81623
217911201164	2319 MUSTANG SILT	JM VENTURES LLC	R006240	PO BOX 3224 GLENWOOD SPRINGS, CO 81602
217911201165	2303 MUSTANG SILT	CK PROP LLC	R006241	2303 BRANDING IRON SILT, CO 81652
217911201166	2249 BRANDING IRON SILT	GRENKO, TONI & SING, KAT	R006242	PO BOX 2327 GLENWOOD SPRINGS, CO 81602

Garfield County Land Explorer

Parcel	Physical Address	Owner	Account Num	Mailing Address
217911100445	34488 6 & 24 HWY SILT	RALEY RANCH PROJECT LLC	R200631	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911100546	34775 6 & 24 HWY SILT	WANZER, DAVID A & DEBRA L	R200736	34775 HIGHWAY 6 & 24 SILT, CO 81652-9529
217911100553	34671 6 & 24 HWY SILT	BLOTSKE, WAYNE R	R200744	34671 HWY 6 & 24 SILT, CO 81652
217911100721	Not available SILT	RALEY RANCH PROJECT LLC	R200745	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104071	2651 E SABINO LN SILT	RALEY RANCH PROJECT LLC	R045649	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104072	2671 E SABINO LN SILT	RALEY RANCH PROJECT LLC	R045650	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
ROW	Not available null			
ROW	Not available null			
ROW	Not available null			

**The Village at Painted Pastures
Exhibit D**

Petition for Annexation

PETITION FOR ANNEXATION

TO: The Town Clerk and the Board of Trustees of the Town of Silt, Colorado

Pursuant to the Municipal Annexation Act of 1965, Part 1, Article 12, Title 31, Colorado Revised Statutes, as amended, the undersigned, being the owner of 100% of the property described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Property"), does hereby petition and request the Board of Trustees of the Town of Silt, Colorado (hereinafter the "Town") to approve and complete the annexation of the Property to the Town. In support of this Petition, petitioner states as follows:

1. The undersigned Petitioner, Raley Ranch Project, LLC, a Colorado limited liability company, is the owner of one hundred percent (100%) of the fee interest in the Property described on Exhibit A.

2. It is desirable and necessary that the Property be annexed to the Town.

3. The requirements of C.R.S. §§31-12-104 and 31-12-105, as amended, exist and have been met as follows:

4. Not less than one sixth of the perimeter of the Property is contiguous with the Town.

5. A community of interest exists between the Property and the Town.

6. The Property is urban or will be urbanized in the near future.

7. The Property is integrated or capable of being integrated with the Town.

8. All other requirements of C.R.S. 31-12-104 and 31-12-105 exist or have been satisfied as these sections apply to the annexation of the Property.

9. The annexation of the Property complies with Section 30(1)(b) of Article II of the Colorado Constitution; that is, the petitioner comprises the ownership of more than fifty percent (50%) of the Property, exclusive of streets and alleys.

10. No land in the Property sought to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been or shall be divided into separate parcels without the written consent of the landowner(s).

11. No land in the Property sought to be annexed which is held in identical ownership and comprising twenty (20) or more acres and having an assessed valuation for ad valorem tax purposes in excess of \$200,000.00 has been included in the area without the written consent of the landowner(s).

12. The proposed annexation will not result in detachment of the Property from any school district or attachment to another district.

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

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

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

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

16. The undersigned petitioner requests that the Town approve the annexation of the Property.

SIGNATURE OF LAND OWNER AND MAILING ADDRESS

RALEY RANCH PROJECT, LLC,
a Colorado limited liability company

Date: December 17, 2019

By: 
John Tallichet, Manager

Mailing Address: 8191 East Kaiser Blvd.
Anaheim, CA 92808

EXHIBIT A

Legal Description

Parcel A:

A parcel of land situated in government Lots 2 and 3 of Section 11, Township 6 South, Range 92 West of the Sixth Principal Meridian, County of Garfield, State of Colorado; said parcel being more particularly described as follows:

Commencing at the North quarter corner of Section 11, a Garfield County surveyor brass cap in place; thence South 42°43'47" East a distance of 1243.83 feet to a point on the Southerly right-of-way of Highway 6 & 24, the POINT OF BEGINNING,

thence leaving said right-of-way South 00°22'25" East a distance of 244.62 feet to a point on the Northerly right-of-way of the Union Pacific Railroad;

thence South 81°07'25" West along said Northerly right-of-way a distance of 856.61 feet to a point on the Westerly boundary of government Lot 2;

thence leaving said right-of-way North 00°02'03" East along the Westerly boundary of said government Lot 2 a distance of 94.23 feet to a point on the Northerly right-of-way on the Northerly side of the Cactus Valley Ditch;

thence North 88°30'46" West along said Northerly right-of-way a distance of 106.71 feet;

thence continuing along said Northerly right-of-way North 71°55'19" West a distance of 66.86 feet; thence

continuing along said Northerly right-of-way North 58°43'20" West a distance of 93.99 feet; thence continuing

along said Northerly right-of-way North 79°28'08" West a distance of 91.49 feet; thence continuing along said

Northerly right-of-way North 57°21'03" West a distance of 97.90 feet; thence continuing along said Northerly right-of-way North 37°22'45" West a distance of 86.40 feet;

thence continuing along said Northerly right-of-way North 50°07'22" West a distance of 173.85 feet to a point on the Southerly right-of-way of Highway 6 & 24;

thence leaving said Northerly right-of-way South 86°28'33" East along the Southerly right-of-way of said Highway 6 & 24 a distance of 553.80 feet;

thence continuing along said Southerly right-of-way North 01°12'33" West a distance of 50.17 feet;

thence continuing along said Southerly right-of-way South 86°28'33" East a distance of 903.53 feet to the POINT OF BEGINNING.

EXCEPT that portion conveyed to Colorado Department of Transportation in Special Warranty Deed recorded December 31, 2008 at Reception No. 760876,

County of Garfield, State of Colorado.

Parcel B:

A parcel of land situated in Gov't Lot 2 of Section 11, Township 6 South, Range 92 West of the 6th P.M., County of Garfield, State of Colorado,

Said parcel being more particularly described as follows:

Commencing at the North 1/4 corner of Section 11, a Garfield County surveyor brass cap in place; thence S 42°43'47" E a distance of 1243.83 feet to a point on the southerly right-of way of Hwy. 6 & 24, the point of beginning;

thence S 86°28'33" E along said southerly right-of-way a distance of 445.07 feet to a point on the easterly boundary of said Gov't Lot 2;

thence leaving said southerly right-of-way S 00°22'25" E along the easterly boundary of said Gov't Lot 2 a distance of 147.98 feet to a point on the northerly right-of-way of the Union Pacific Railroad;

thence leaving said easterly boundary S 81°07'25" W along said northerly right-of-way a distance of 448.97 feet;

thence leaving said northerly right-of-way N 00°22'25" W a distance of 244.62 feet to the point of beginning, County of Garfield, State of Colorado.

**The Village at Painted Pastures
Exhibit E**

Affidavit of Circulator

**The Village at Painted Pastures
Exhibit F**

Town of Silt Annexation Application

TOWN OF SILT ANNEXATION APPLICATION

Name of Applicant: Raley Ranch Project LLC

Applicant's (Billing) Address: 8191 E. Kaiser Blvd., Anaheim, CA 92808

Property Owner: Raley Ranch Project, LLC

Address: 8191 E. Kaiser Blvd., Anaheim, CA 92808

Attach Legal Description of Property to be annexed: Yes No

Attach Annexation Map: Yes No

Attach Vicinity Map (in 8.5 inch x 11 inch): Yes No

Number of Acres or Square Feet included in Annexation Request: 9.223 & 2.001 acres

Present Zoning: Garfield County Rural

Proposed Zoning: Planned Unit Development

REQUIRED INFORMATION – 1-7 ON ATTACHED IMPACT CHECKLIST

Fee: \$1200 + Consultant fees + 15% Administrative fee (based on Consultant charges)

I certify that the information and exhibits herewithin submitted are true and correct to the best of my knowledge, and that in filing this application, I am acting with knowledge and consent of the person (s) listed above without whose consent the requested action cannot lawfully be accomplished.

Name (please print) Douglas Pratte, The Land Studio, Inc

Signature  Date Dec. 2, 2019

Address 365 River Bend Way, Glenwood Springs, CO 81601

Capacity: (Owner, agent, surveyor, engineer, etc.) Planner

Date submitted: _____

Application complete? Yes/No

First Meeting Board of Trustee (date): _____

Second Meeting (Public Hearing) Board of Trustee (date): _____

**The Village at Painted Pastures
Exhibit G**

Office of the Secretary of State of the State of Colorado Raley Ranch Project,
LLC Certificate of Fact of Good Standing

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Raley Ranch Project, LLC

is a

Limited Liability Company

formed or registered on 07/20/2005 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20051278741 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/18/2019 that have been posted, and by documents delivered to this office electronically through 11/19/2019 @ 15:58:27 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/19/2019 @ 15:58:27 in accordance with applicable law. This certificate is assigned Confirmation Number 11921156 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**The Village at Painted Pastures
Exhibit H**

Commitment for Title Insurance



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 5554-3299882

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

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

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DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. **That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and**
- B. **That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. **The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. **No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- C. **The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
- D. **The Company must receive payment of the appropriate premium.**
- E. **If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the**

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requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 5554-3299882

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: 7887 East Belleview Avenue, Ste 170
Englewood, CO 80111

Commitment No.: 5554-3299882

Issuing Office File No.: 5554-3299882

Property Address: 34488 Highway 6 & 24, Silt, CO 81652

Revision No.: **3: Add addit. parcel, fee; Add.**

Exc.#35-36

SCHEDULE A

1. Commitment Date: October 9, 2019 8:00 AM
2. Policies to be issued:
 - (a) ALTA® Owner's Policy (6-17-06)
Proposed Insured:TBD
Proposed Policy Amount: \$1,000.00
 - (b) ALTA® Loan Policy (6-17-06)
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in: Raley Ranch Project, LLC, a Colorado limited liability company
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Premiums:

Owner's Policy: \$
 Lender's Policy: \$
 Tax Certificate Fee: \$
 Endorsement(s): \$

TBD Fee: \$100.00
 Third Party Search Fee: \$427.25
 Additional Parcel Third Party Search Fee: \$200.00

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 5554-3299882

Commitment No.: 5554-3299882

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
6. Evidence that all assessments for common expenses, if any, have been paid.
7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
8. Intentionally deleted.
9. Warranty Deed sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the Proposed Insured, Schedule A, Item 2A.

NOTE: Statement of Authority recorded November 10, 2015 at Reception No. [870326](#), discloses that John D. Tallichet and William R. Tallichet is/are authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of Raley Ranch Project, LLC.

10. Intentionally deleted.
11. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

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NOTE: This Commitment is subject to such further Exceptions and Requirements as may appear necessary when the instruments called for above have been recorded and the name of the Grantee has been disclosed.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 5554-3299882

Commitment No.: 5554-3299882

SCHEDULE B, PART II

Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. Any water rights, claims of title to water, in, on or under the Land.
9. Any existing leases or tenancies.

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10. Right of the Proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and right of way for ditches and canals constructed by the authority of the United States as reserved in United States Patent recorded April 27, 1892 in [Book 12 at Page 142](#), February 27, 1896 in [Book 12 at Page 410](#) and January 5, 1903 in [Book 56 at Page 467](#) (Parcel A and B).
11. An undivided one-sixteenth (1/16) interest in oil, gas and other mineral rights, as reserved by John H. Conto in the Deed to C.R. Youker and Mildred Youker, recorded November 9, 1951 in [Book 260 at Page 606](#), and any and all assignments thereof or interests therein.
12. An undivided one-fourth (1/4) interest in all oil, gas and other mineral rights, as conveyed by Henry Meisner and Mary Meisner to Harold A. Deter and Maysel E. Deter by Deed recorded July 28, 1959 in [Book 319 at Page 248](#), and any and all assignments thereof or interests therein.
13. Easement and right of way for ingress and egress purposes, as granted by Howard E. Raley and Angelina A. Raley to Raysel E. Pferdesteller, by instrument recorded February 15, 1966 in [Book 374 at Page 137](#), said easement being more particularly described therein.
14. Easement and right of way for road purposes, as granted by Angelina A. Raley and Howard E. Raley to United States of America, by instrument recorded May 1, 1967 in [Book 384 at Page 117](#), said easement being more particularly described therein.
15. Easement and right of way for ditch, electric power, telephone and cable television purposes, as granted by David Keith Raley, Karma Jo Raley, Howard Elzy Raley, Jr. and Diane Katherine Rose to David Keith Raley and Cathy A. Raley, by instrument recorded March 11, 1980 in [Book 545 at Page 64](#), said easement being more particularly described therein.
16. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 97-101 recorded September 7, 1994 at Reception No. 468124, in [Book 915 at Page 56](#).
17. Easement and right of way for pipeline purposes, as granted by Jim Mazuchi to Carol L. Collins and Steven L. Collins, by instrument recorded November 8, 1995 at Reception No. 485232, [Book 958 Page 169](#), said easement being more particularly described therein.
18. Easement and right of way for ingress, egress and utilities purposes, as granted by Jim Mazuchi to Carol L. Collins and Steven L. Collins, by instrument recorded November 8, 1995 at Reception No. 485233, [Book 958 Page 170](#), said easement being more particularly described therein.
19. Easement and right of way for electric transmission and distribution line purposes, as granted by Carol L. Collins and Steven L. Collins to Public Service Company of Colorado, by instrument recorded November 8, 1995 at Reception No. 485235, [Book 958 Page 172](#), said easement being more particularly described therein (Parcel A and B).
20. Intentionally deleted.
21. Terms, agreements, provisions, conditions and obligations as contained in Boundary Line Adjustment recorded August 23, 2005 at Reception No. [704983](#) (Parcel A and B).
22. Easements, rights of way and all other matters as shown on the Plat of Lot Boundary Adjustment Map, filed August 24, 2006 at Reception No. [705026](#) (Parcel A and B).

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23. All oil, gas and other mineral rights, as reserved by Edward E. Walters in the Deed to Davis Point Park, LLC, recorded November 17, 2006 at Reception No. [711354](#), and any and all assignments thereof or interests therein, together with any rights of ingress and egress therein.
24. Terms, agreements, provisions, conditions and obligations as contained in Easement Deed and Agreement recorded January 20, 2010 at Reception No. [780819](#).
25. Easement and right of way for sewer line purposes, as granted by Davis Point Park, LLC to Raley Ranch Project, LLC, by instrument recorded August 9, 2010 at Reception No. [789716](#), said easement being more particularly described therein.
26. Easement and right of way for water line purposes, as granted by Davis Point Park, LLC to Raley Ranch Project, LLC, by instrument recorded August 9, 2010 at Reception No. [789717](#), said easement being more particularly described therein.
27. Any and all water and water rights, reservoir and reservoir rights, ditches and ditch rights, and the enlargements and extensions thereof, and all laterals, flumes and headgates used in connection therewith (Parcel A and B).
28. Any question, dispute or adverse claims to any loss or gain of land as a result of any change in the riverbed location by other than natural causes, or alteration through accretion, reliction, erosion or evulsion of the center thread, bank, channel or flow of the waters in the Cactus Valley Ditch lying within the subject land; and any question as to the location of such center thread, bank, bed or channel as a legal description monument or marker for the purposes of describing or locating subject lands (Parcel A and B).
29. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of unnamed river/stream/creek/canal/ditch, un-named pond/lake, Cactus Valley Ditch, the Lower Cactus Valley Ditch aka the Grand River Ditch and the Ware & Hinds Ditch (Parcel A and B).
30. Dedication of Easements recorded September 27, 2010 at Reception No. [791969](#), and the terms and conditions contained therein.
31. All matters shown by Improvement Survey Plat dated October 2, 2018 by Bookcliff Survey Services, Inc. as evidenced in Deed recorded November 14, 2018 at Reception No. [914118](#) and Reception No. 914119.
32. Quit Claim deed from Davis Point Park, LLC and Edward S. Walters to Raley Ranch Project, LLC conveying all oil and gas and other mineral rights recorded November 14, 2018 at Reception No. [914120](#).
33. Easement and right of way for Highway 6 and 24 as the same exist and or are presently in use (Parcel A and B).
34. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on, across or adjacent to the land (Parcel A and B).
35. Easement and right of way for ditch right of way purposes, as granted to The Cactus Valley Ditch Company, by instrument recorded August 16, 1910 in Book 62 at Page 454, said easement being more particularly described therein (Parcel B).

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36. Easement and right of way for right of way purposes, as granted by Angelina A. Raley and Howard E. Raley to United States of America, by instrument recorded September 20, 1965 in Book 369 at Page 507 and Correction recorded May 1, 1967 in [Book 384 at Page 117](#), said easement being more particularly described therein (Parcel B).

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: 5554-3299882

File No.: 5554-3299882

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

Parcel A:

A parcel of land situated in government Lots 2 and 3 of Section 11, Township 6 South, Range 92 West of the Sixth Principal Meridian, County of Garfield, State of Colorado; said parcel being more particularly described as follows:

Commencing at the North quarter corner of Section 11, a Garfield County surveyor brass cap in place; thence South 42°43'47" East a distance of 1243.83 feet to a point on the Southerly right-of-way of Highway 6 & 24, the POINT OF BEGINNING,
thence leaving said right-of-way South 00°22'25" East a distance of 244.62 feet to a point on the Northerly right-of-way of the Union Pacific Railroad;
thence South 81°07'25" West along said Northerly right-of-way a distance of 856.61 feet to a point on the Westerly boundary of government Lot 2;
thence leaving said right-of-way North 00°02'03" East along the Westerly boundary of said government Lot 2 a distance of 94.23 feet to a point on the Northerly right-of-way on the Northerly side of the Cactus Valley Ditch;
thence North 88°30'46" West along said Northerly right-of-way a distance of 106.71 feet;
thence continuing along said Northerly right-of-way North 71°55'19" West a distance of 66.86 feet; thence continuing along said Northerly right-of-way North 58°43'20" West a distance of 93.99 feet; thence continuing along said Northerly right-of-way North 79°28'08" West a distance of 91.49 feet; thence continuing along said Northerly right-of-way North 57°21'03" West a distance of 97.90 feet; thence continuing along said Northerly right-of-way North 37°22'45" West a distance of 86.40 feet;
thence continuing along said Northerly right-of-way North 50°07'22" West a distance of 173.85 feet to a point on the Southerly right- of-way of Highway 6 & 24;
thence leaving said Northerly right-of-way South 86°28'33" East along the Southerly right-of-way of said Highway 6 & 24 a distance of 553.80 feet;
thence continuing along said Southerly right-of-way North 01°12'33" West a distance of 50.17 feet;
thence continuing along said Southerly right-of-way South 86°28'33" East a distance of 903.53 feet to the POINT OF BEGINNING.

EXCEPT that portion conveyed to Colorado Department of Transportation in Special Warranty Deed recorded December 31, 2008 at Reception No. 760876,

County of Garfield, State of Colorado.

Parcel B:

A parcel of land situated in Gov't Lot 2 of Section 11, Township 6 South, Range 92 West of the 6th P.M., County of Garfield, State of Colorado,
Said parcel being more particularly described as follows:

Commencing at the North 1/4 corner of Section 11, a Garfield County surveyor brass cap in place; thence S 42°43'47" E a distance of 1243.83 feet to a point on the southerly right-of way of Hwy. 6 & 24, the point of beginning;

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thence S 86°28'33" E along said southerly right-of-way a distance of 445.07 feet to a point on the easterly boundary of said Gov't Lot 2;
thence leaving said southerly right-of-way S 00°22'25" E along the easterly boundary of said Gov't Lot 2 a distance of 147.98 feet to a point on the northerly right-of-way of the Union Pacific Railroad;
thence leaving said easterly boundary S 81°07'25" W along said northerly right-of-way a distance of 448.97 feet;
thence leaving said northerly right-of-way N 00°22'25" W a distance of 244.62 feet to the point of beginning, County of Garfield, State of Colorado.

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**The Village at Painted Pastures
Exhibit I**

Annexation Map of The Village at Painted Pastures

CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

THAT RALEY RANCH PROJECT, LLC, BEING SOLE OWNER(S) IN FEE SIMPLE OF ALL THAT REAL PROPERTY DESCRIBED AS FOLLOWS:

ANNEXATION BOUNDARY DESCRIPTION

PARCEL A: A PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE SOUTH 42°43'47" EAST A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24, THE POINT OF BEGINNING, THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°22'25" EAST A DISTANCE OF 244.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 81°07'25" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 856.61 FEET TO A POINT ON THE WESTERLY BOUNDARY OF GOVERNMENT LOT 2; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 00°02'03" EAST ALONG THE WESTERLY BOUNDARY OF SAID GOVERNMENT LOT 2 A DISTANCE OF 94.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY ON THE NORTHERLY SIDE OF THE CACTUS VALLEY DITCH; THENCE NORTH 88°30'46" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 106.71 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 71°55'19" WEST A DISTANCE OF 66.86 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 58°43'20" WEST A DISTANCE OF 93.99 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 79°28'08" WEST A DISTANCE OF 91.49 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 57°21'03" WEST A DISTANCE OF 97.90 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 37°22'45" WEST A DISTANCE OF 86.40 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 50°07'22" WEST A DISTANCE OF 173.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID HIGHWAY 6 & 24 A DISTANCE OF 553.80 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 01°12'33" WEST A DISTANCE OF 50.17 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST A DISTANCE OF 903.53 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO COLORADO DEPARTMENT OF TRANSPORTATION IN SPECIAL WARRANTY DEED RECORDED DECEMBER 31, 2008 AT RECEPTION NO. 760876, COUNTY OF GARFIELD, STATE OF COLORADO.

ALONG WITH

PARCEL B: A PARCEL OF LAND SITUATED IN GOVT LOT 2 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE S 42°43'47" E A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HWY. 6 & 24, THE POINT OF BEGINNING; THENCE S 86°28'33" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 445.07 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID GOVT LOT 2; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY S 00°22'25" E ALONG THE EASTERLY BOUNDARY OF SAID GOVT LOT 2 A DISTANCE OF 147.98 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD; THENCE LEAVING SAID EASTERLY BOUNDARY S 81°07'25" W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 448.97 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY N 00°22'25" W A DISTANCE OF 244.62 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD, STATE OF COLORADO.

AND CONTAINING 11.224 ACRES, MORE OR LESS; HAVE BY THESE PRESENTS ANNEXED THE PROPERTY SHOWN HEREON AND DESIGNATED AS THE ANNEXATION OF THE VILLAGE AT PAINTED PASTURES, IN THE TOWN OF SILT, COUNTY OF COLORADO.

EXECUTED THIS _____ DAY OF _____, A.D., 2019.

OWNER(S) RALEY RANCH PROJECT, LLC BY: AS _____

STATE OF COLORADO)

COUNTY OF GARFIELD) §§

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D., 2019 BY _____ AS _____ OF RALEY RANCH PROJECT, LLC.

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND SEAL _____ NOTARY PUBLIC

LIENHOLDER'S SUBORDINATION

THE UNDERSIGNED, BEING THE HOLDER OF A LIEN ON THE HEREIN DESCRIBED PROPERTY PURSUANT TO A DEED OF TRUST RECORDED AS RECEPTION NO. _____ IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO, HEREBY CONSENTS AND APPROVES THIS ANNEXATION MAP OF THE VILLAGE AT PAINTED PASTURES AND HEREBY SUBORDINATES THE LIEN OF SAID DEED OF TRUST TO THE MATTERS SET FORTH HEREIN.

DATED THIS ___ DAY OF _____, 2019.

BY: _____

ITS: _____

STATE OF _____)

) SS.

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019, BY _____ AS _____ OF _____.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

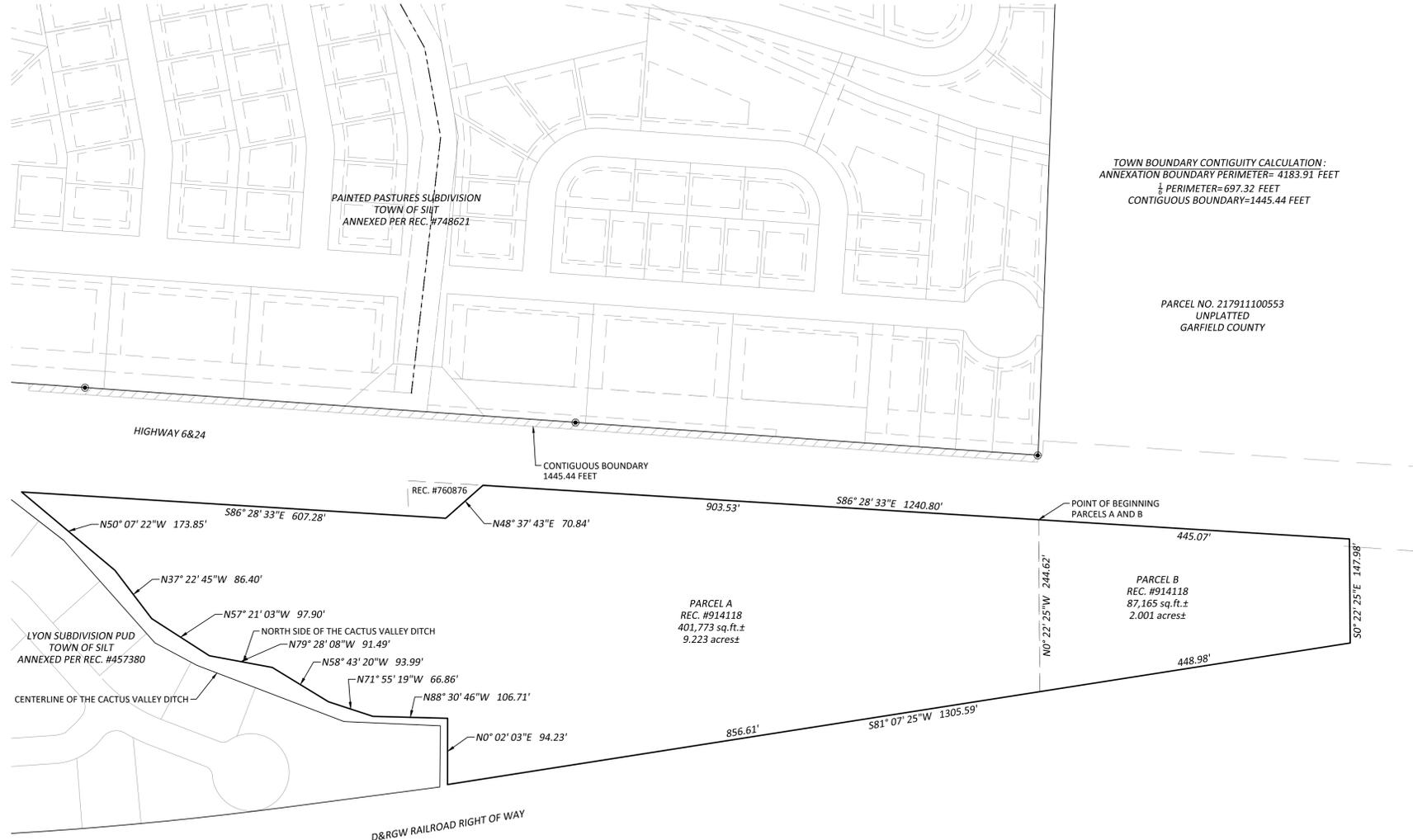
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

ANNEXATION MAP OF:

THE VILLAGE AT PAINTED PASTURES

A PARCEL OF LAND SITUATED IN LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6th P.M. GARFIELD COUNTY, COLORADO

SHEET 1 OF 1

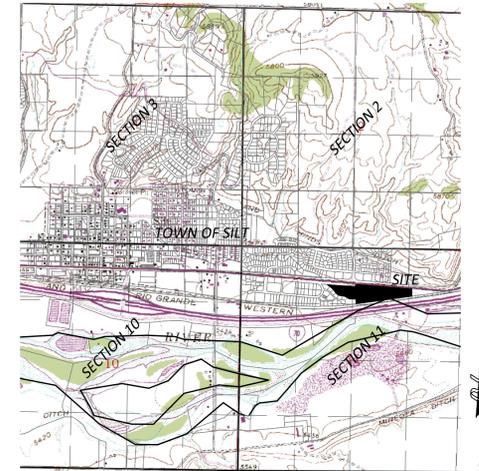


TOWN BOUNDARY CONTIGUITY CALCULATION: ANNEXATION BOUNDARY PERIMETER= 4183.91 FEET 1/2 PERIMETER=697.32 FEET CONTIGUOUS BOUNDARY=1445.44 FEET

PARCEL NO. 217911100553 UNPLATTED GARFIELD COUNTY

PARCEL A REC. #914118 401,773 sq.ft.± 9.223 acres±

PARCEL B REC. #914118 87,165 sq.ft.± 2.001 acres±



VICINITY MAP SCALE: 1"=2000'

SURVEY NOTES

- 1) DATE OF PREPARATION: OCTOBER-DECEMBER 2019
2) BASIS OF BEARING: A BEARING OF S 86°28'33" W ALONG THE NORTH LINE OF THE ANNEXATION PARCELS, AS SHOWN HEREON.
3) BASIS OF SURVEY: THE FINAL PLAT MAP OF PAINTED PASTURES SUBDIVISION RECORDED MAY 15, 2008 AS RECEPTION NO. 748623, FINAL PLAT OF MESA VIEW ESTATES, FILING 1 RECORDED JULY 14, 1998 AS RECEPTION NO. 528556, THE CORRECTION PLAT OF MESA VIEW ESTATES, FILING 1 RECORDED DECEMBER 17, 2002 AS RECEPTION NO. 616742, THE FINAL PLAT OF CAMARIO SUBDIVISION RECORDED JUNE 22, 2007 AS RECEPTION NO. 726116, THE RALEY EXEMPTION PLAT RECORDED AUGUST 17, 1987 AS RECEPTION NO. 385045, THE LYON SUBDIVISION PLANNED UNIT DEVELOPMENT RECORDED DECEMBER 8, 1994 AS RECEPTION NO. 471909, THE AMENDED PLAT OF HEAVENLY VIEW SUBDIVISION RECORDED MAY 4, 1982 AS RECEPTION NO. 327466, VARIOUS DOCUMENTS OF RECORD AND THE FOUND MONUMENTS AS SHOWN HEREON.
4) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SOPRIS ENGINEERING, LLC (SE) TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND/OR TITLE OF RECORD SE RELIED UPON THE ITEMS OUTLINED IN NOTE 4. NO TITLE COMMITMENT WAS USED IN THE PREPARATION OF THIS ANNEXATION MAP.
5) THE LINEAR UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

SURVEYOR'S CERTIFICATE

I, MARK S. BECKLER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE ANNEXATION PLAT OF THE VILLAGE AT PAINTED PASTURES AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME OR UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID SUBDIVISION AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 2019.

MARK S. BECKLER, L.S. #28643

PLANNING COMMISSION CERTIFICATE

THIS PLAT APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF SILT, COLORADO THIS _____ DAY OF _____, A.D. 2019.

CHAIRMAN

BOARD OF TRUSTEES CERTIFICATE

THIS PLAT APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO THIS _____ DAY OF _____, A.D. 2019, FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO AND FOR CONVEYANCE TO THE TOWN OF SILT OF THE PUBLIC DEDICATIONS SHOWN HEREON; SUBJECT TO THE PROVISION THAT APPROVAL IN NO WAY OBLIGATES THE TOWN OF SILT FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LANDS, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF TRUSTEES AND FURTHER THAT SAID APPROVAL SHALL IN NO WAY OBLIGATE THE TOWN OF SILT FOR MAINTENANCE OF STREETS AND UTILITIES DEDICATED TO THE PUBLIC UNTIL CONSTRUCTION OF IMPROVEMENTS THEREON SHALL HAVE BEEN COMPLETED TO THE SATISFACTION OF THE BOARD OF TRUSTEES.

TOWN OF SILT

BY: _____

MAYOR

WITNESS MY HAND AND SEAL OF THE TOWN OF SILT, COLORADO

ATTEST: _____

TOWN CLERK

TITLE INSURANCE COMPANY CERTIFICATE

FIRST AMERICAN TITLE INSURANCE COMPANY, DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS HEREIN DEDICATED AND SHOWN UPON THIS PLAT AND TITLE TO SUCH LAND IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

DATED THIS _____ DAY OF _____, A.D., 2019.

AGENT

FIRST AMERICAN TITLE INSURANCE COMPANY

SOPRIS ENGINEERING - LLC CIVIL CONSULTANTS 502 MAIN STREET, SUITE A3 CARBONDALE, COLORADO 81623 (970) 704-0311 SOPRISENG@SOPRISENG.COM

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 13, 2020
Council Action Form**

SUBJECT: Village at Painted Pastures Annexation

PROCEDURE: (Continuance of Public Hearing Requested) **ORDINANCE 3, SERIES OF 2020, AN ORDINANCE OF THE TOWN OF SILT, COLORADO ("TOWN") ANNEXING THAT CERTAIN PROPERTY KNOWN AS THE VILLAGE AT PAINTED PASTURES ANNEXATION, A 9.223-ACRE PARCEL AND A 2.001-ACRE PARCEL, BOTH SOUTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE LYON COMMERCIAL PLANNED UNIT DEVELOPMENT, WITHIN GARFIELD COUNTY, STATE OF COLORADO**

RECOMMENDATION: On February 18, 2020, the Planning & Zoning Commission recommended to the Board approval of Ordinance 3, Series of 2020, an ordinance of the Town of Silt, Colorado ("Town") annexing that certain property known as the Village at Painted Pastures Annexation, a 9.223-acre parcel and a 2.001-acre parcel, both south of the existing Painted Pastures Subdivision and east of the Lyon Commercial Planned Unit Development, within Garfield County, state of Colorado. The applicant requests additional time to address the Town Attorney's questions related to the annexation and zoning of this property.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The applicant proposes that these two parcels be annexed to the Town of Silt and zoned as a Planned Unit Development for mixed commercial and residential uses. This development lends to the completion of the roundabout on State Highway 6, and addresses the Town's concerns related to the shortage of light commercial and multifamily units. With approval of Resolution 11, Series of 2020, the Town is acknowledging the application's conformance with state statutes regarding annexation and taking public comments related to the annexation.

FUNDING SOURCE:	Raley Ranch Project, LLC
ORDINANCE FIRST READING DATE:	April 13, 2020 (Continued)
ORDINANCE FIRST READING DATE (CONTINUED):	April 27, 2020 (Hearing)
ORDINANCE SECOND READING DATE:	May 11, 2020 (Continued Hearing)
RESOLUTION READING DATE:	N/A
ORIGINATED BY:	Raley Ranch Project, LLC
PRESENTED BY:	Janet Aluise, CDD
DOCUMENTS ATTACHED:	Ordinance 3, Series of 2020

TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:

REVIEWED BY:



Janet Aluise, Community Development Director



Jeff Layman, Town Administrator

**TOWN OF SILT
ORDINANCE NO. 3
SERIES OF 2020**

AN ORDINANCE ANNEXING THAT CERTAIN PROPERTY KNOWN AS THE VILLAGE AT PAINTED PASTURES ANNEXATION, A 9.223-ACRE PARCEL AND A 2.001-ACRE PARCEL, BOTH SOUTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE LYON COMMERCIAL PLANNED UNIT DEVELOPMENT, WITHIN GARFIELD COUNTY, STATE OF COLORADO

WHEREAS, Raley Ranch Project, LLC, a Colorado limited liability company (hereinafter referred to as “Owner”), 8191 E. Kaiser Boulevard, Anaheim, California 92808 is the owner of real property comprised of a 9.223-acre parcel and a 2.001-acre parcel, both south of the existing Painted Pastures Subdivision and east of the Lyon Commercial Planned Unit Development, as further described in “**Exhibit A**” hereto, within Garfield County, state of Colorado; and

WHEREAS, on or about January 10, 2020, Raley Ranch Project, LLC (hereinafter referred to as “Owner”) submitted an Annexation Application, a Petition for Annexation, and an Affidavit of Circulator for that real property specifically described on Exhibit “A” attached hereto and known as the Village at Painted Pastures Annexation, or more generally known as the “Property”; and

WHEREAS, on or about February 18, 2020, the Planning & Zoning Commission considered the Annexation Petition and Application materials for the Property and recommended to the Board of Trustees approval of the Annexation application; and

WHEREAS, on or about February 24, 2020, the Board of Trustees (“Board”) approved Resolution 9, Series of 2020, determining that the Petition and appurtenant documents were in substantial compliance with the requirements of sections 31-12-104, 31-12-105, and 31-12-107, C.R.S.; and

WHEREAS, on or about April 13, 2020, the Board of Trustees approved Resolution 11, Series of 2020, determining with regard to the Petition for Annexation: (1) the requirements of the “Municipal Annexation Act of 1965”, as amended including the applicable parts of Sections 31-12-104 and 31-12-105, C.R.S. and Section 30 of Article II of the Colorado Constitution have been met and (2) an election is not required under section 31-12-107(2), C.R.S.; and

WHEREAS, Petitioner owns 100% of the Property proposed for annexation; and

WHEREAS, based on hearings conducted on April 13, 2020 and April 27, 2020, the Board hereby finds that the Village at Painted Pastures Annexation is in the best interests of the Town, for the health, safety and welfare of its citizens.

NOW THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, THAT:

Section I. That the annexation to the Town of the Annexation Property be, and is hereby approved and said real property as described on the annexation map accompanying the Petition for Annexation is hereby annexed to the Town, and shall be known as the “Village at Painted Pastures Annexation”.

Section II. As required by statute, the Town of Silt shall:

- (a) File one (1) copy of the annexation map with the original of this Annexation Ordinance in the office of the Town Clerk of the Town of Silt, Colorado; and
- (b) File three (3) certified copies of the annexation ordinance and three (3) copies of the annexation plat with the Garfield County Clerk and Recorder: 1) for recordation; 2) transmission to the Department of Local Affairs and 3) transmission to the Department of Revenue.
- (c) File one (1) certified copy of the annexation ordinance and one (1) copy of the annexation plat in the office of the County Assessor of Garfield County, Colorado.

INTRODUCED, READ AND CONTINUED ON FIRST READING UPON A PUBLIC HEARING the 13th day of April, 2020.

PASSED, APPROVED FOLLOWING A CONTINUED PUBLIC HEARING, ADOPTED AND ORDERED PUBLISHED, this 27th day of April, 2020.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

EXHIBIT A LEGAL DESCRIPTION

PARCEL A:

A PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE SOUTH 42°43'47" EAST A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24, THE POINT OF BEGINNING,
THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°22'23" EAST A DISTANCE OF 244.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;
THENCE SOUTH 81°07'25" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 836.61 FEET TO A POINT ON THE WESTERLY BOUNDARY OF GOVERNMENT LOT 2;
THENCE LEAVING SAID RIGHT-OF-WAY NORTH 00°02'03" EAST ALONG THE WESTERLY BOUNDARY OF SAID GOVERNMENT LOT 2 A DISTANCE OF 94.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY ON THE NORTHERLY SIDE OF THE CACTUS VALLEY DITCH; THENCE NORTH 88°30'46" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 106.71 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 71°55'19" WEST A DISTANCE OF 66.86 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 58°43'20" WEST A DISTANCE OF 93.99 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 79°28'08" WEST A DISTANCE OF 91.49 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 57°21'03" WEST A DISTANCE OF 97.90 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 37°22'45" WEST A DISTANCE OF 86.40 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 50°07'22" WEST A DISTANCE OF 173.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24;
THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID HIGHWAY 6 & 24 A DISTANCE OF 333.80 FEET;
THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 01°12'33" WEST A DISTANCE OF 50.17 FEET;
THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST A DISTANCE OF 903.33 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO COLORADO DEPARTMENT OF TRANSPORTATION IN SPECIAL WARRANTY DEED RECORDED DECEMBER 31, 2008 AT RECEPTION NO. 760876, COUNTY OF GARFIELD, STATE OF COLORADO.

ALONG WITH

PARCEL B:

A PARCEL OF LAND SITUATED IN GOV'T LOT 2 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY S 00°22'23" E ALONG THE EASTERLY BOUNDARY OF SAID GOV'T LOT 2 A DISTANCE OF 147.98 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;
THENCE LEAVING SAID EASTERLY BOUNDARY S 81°07'25" W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 448.97 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY N 00°22'23" W A DISTANCE OF 244.62 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD, STATE OF COLORADO.

AND CONTAINING 11.224 ACRES, MORE OR LESS; HAVE BY THESE PRESENTS ANNEXED THE PROPERTY SHOWN HEREON AND DESIGNATED AS THE ANNEXATION OF THE VILLAGE AT PAINTED PASTURES, IN THE TOWN OF SILT, COUNTY OF COLORADO.

Painted Pastures Applications

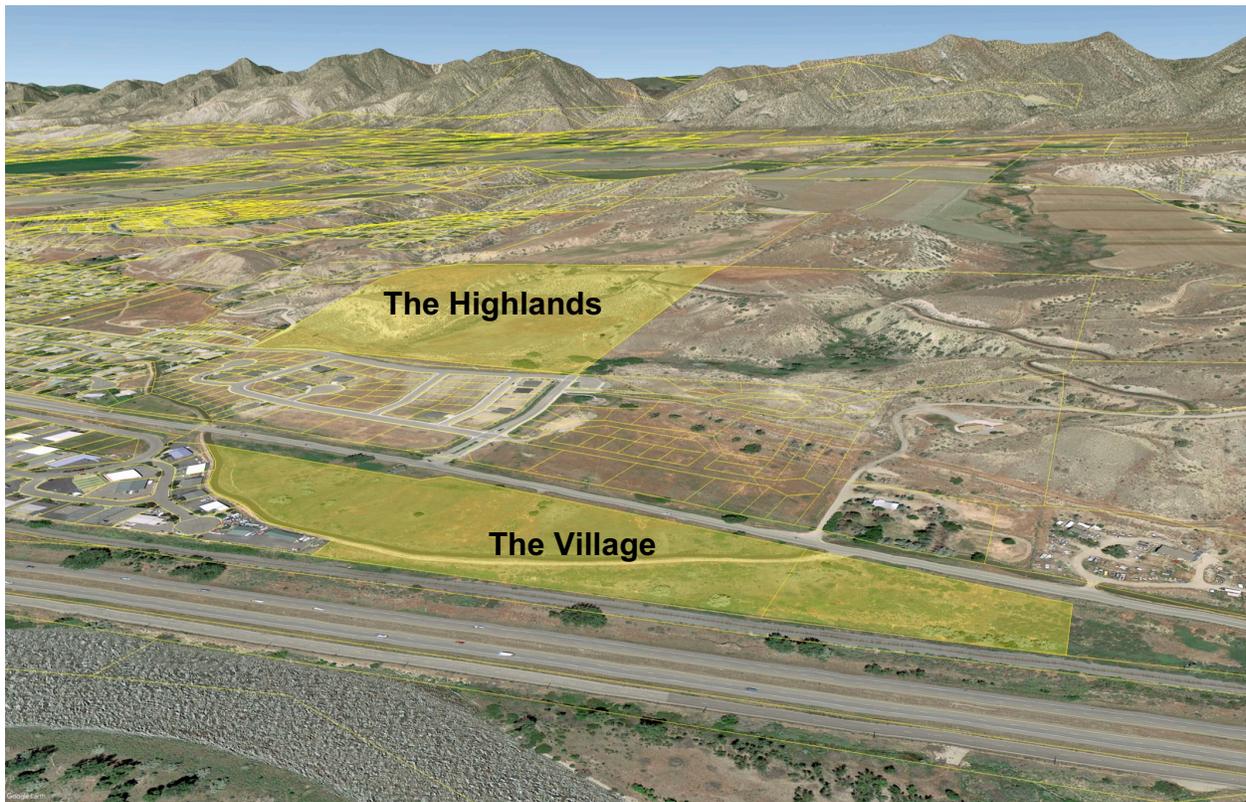
Town of Silt, Colorado

The Village at Painted Pastures

Annexation & Planned Unit Development

The Highlands at Painted Pastures

Annexation and R2 Zoning



Submitted January 8, 2020 by:
The Land Studio, Inc.
365 River Bend Way
Glenwood Springs, Colorado 81601



365 River Bend Way • Glenwood Springs, CO 81601 • Tel 970 927 3690 • landstudio2@comcast.net

January 7, 2020

Ms. Janet Aluise
Town of Silt Community Development Director
231 N. 7th Street
Silt, Colorado 81652

Re: The Village at Painted Pastures and The Highlands at Painted Pastures Annexation and Zoning Applications

Dear Janet:

Raley Ranch Project, LLC owns three parcels of land in Garfield County, Colorado contiguous to the Town of Silt's municipal boundaries. The Land Studio, Inc. has been working with representatives of Raley Ranch Project, LLC and its consultant team to prepare The Village at Painted Pastures and The Highlands at Painted Pastures Annexation and Zoning Applications per the discussed requirements at our October 9, 2019 Pre-Application meeting with you at the Town of Silt's Community Development Office. The intent of this Application is to Annex the Village at Painted Pastures parcels with Garfield County Parcel No. 217911100445 (9.223 acres±) and Parcel No. 217911100721 (2.001 acres±) into the Town of Silt with PUD Zoning per the attached PUD Guide, and to Annex The Highlands at Painted Pastures parcel with Garfield County Parcel No. 217902300006 (41.743 acres±) into the Town of Silt with R2 Zoning. The following is a list of the documents provided in this Application:

The Village at Painted Pastures Exhibits

- A. Completed and signed Town of Silt Community Development Land Use Application Form for Annexation and Planned Unit Development Zoning
- B. Completed Town of Silt Community Development Land Use Activity Impact Statement for Annexation and Planned Unit Development Zoning.
- C. Public notice property owner addresses for properties within 200 feet of property from Garfield County qPublic.net
- D. Petition for Annexation
- E. Affidavit of Circulator
- F. Town of Silt Annexation Application
- G. Office of the Secretary of State of the State of Colorado Raley Ranch Project, LLC Certificate of Fact of Good Standing
- H. Commitment for Title Insurance
- I. Annexation Map of The Village at Painted Pastures
- J. Town of Silt Zoning Map with Proposed Zoning

- K. The Village at Painted Pastures Planned Unit Development Guide
- L. Raley Ranch Project, LLC - Water Dedication Proposal for Town of Silt
- M. Water Requirements for The Village and The Highlands at Painted Pastures
- N. Affidavits of Historical Use

The Highlands at Painted Pastures Exhibits

- A Completed and signed Town of Silt Community Development Land Use Application Form for Annexation and R-2 Zoning
- B Completed Town of Silt Community Development Land Use Activity Impact Statement for Annexation and R-2 Zoning.
- C Public notice property owner addresses for properties within 200 feet of property from Garfield County qPublic.net
- D Petition for Annexation
- E Affidavit of Circulator
- F Town of Silt Annexation Application
- G Office of the Secretary of State of the State of Colorado Raley Ranch Project, LLC Certificate of Fact of Good Standing
- H Commitment for Title Insurance
- I Annexation Map of The Highlands at Painted Pastures
- J Town of Silt Zoning Map with Proposed Zoning
- K Raley Ranch Project, LLC - Water Dedication Proposal for Town of Silt
- L Water Requirements for The Village and The Highlands at Painted Pastures
- M Affidavits of Historical Use

We look forward to working with you on this project and please email or call with discussion related to this Application as needed.

Sincerely,

THE LAND STUDIO, INC

By:



Douglas J. Pratte

**The Village at Painted Pastures
Exhibit A**

Completed and signed Town of Silt Community Development Land Use
Application Form for Annexation and Planned Unit Development Zoning



Land Use Application Form

<input type="checkbox"/> Amended Plat	<input type="checkbox"/> Boundary Adjustment	<input type="checkbox"/> Subdivision Exemption
<input checked="" type="checkbox"/> Annexation	<input type="checkbox"/> Sketch Plan	<input type="checkbox"/> Floodplain Development
<input type="checkbox"/> Final Plan	<input type="checkbox"/> Planned Unit Development	<input type="checkbox"/> Vacation of Right-of-Way
<input type="checkbox"/> Text Amendment	<input type="checkbox"/> Site Plan Review	<input type="checkbox"/> Re-Subdivision Final Plan
<input type="checkbox"/> Easement Agreement	<input checked="" type="checkbox"/> Zoning or Rezoning	<input type="checkbox"/> Subdivision Improvement Agreement
<input type="checkbox"/> Preliminary Plan	<input type="checkbox"/> Special Use Permit	<input type="checkbox"/> Annexation & Development Agreement
<input type="checkbox"/> Zoning Variance	<input type="checkbox"/> Other: _____	

Project Name: The Village at Painted Pastures

Project Description / Property Information: 217911100445,
217911100721

Address: 34488 6 & 24 Hwy, Silt Parcel ID Number: _____

Legal Description (*attach additional sheets if necessary*): Attached

Access to Property: Hwy. 6 & 24

Acres or Square Footage: 9.223, 2.001 Existing Land Use Designation: Service and Commercial Support

Proposed Land Use Designation: Service & Commercial Support/Neighborhood Residential

Existing Zoning: Rural Proposed Zoning: PUD

Proposed Use / Intensity of Use: Residential / Service & Commercial

Submittal Requirements:

- Initially, a completed application with original signatures and four copies shall be submitted to the department for review. The application shall include four sets of 24" x 36" plans, plats and other appropriate drawings. Application must also be submitted in electronic format (MS Word).
- In addition to this application, all information on the supplemental checklist must be submitted.
- Incomplete applications will not be accepted and will delay processing.
- When the documents are deemed adequate, additional copies as required by the department shall be submitted ten (10) days before the public hearing.
- All documents submitted for **public hearing** shall be hole-punched, collated and paper-clipped (no staples). All plans, plats or drawings shall be folded to 8 1/2" x 11" and inserted into the collated application. Each individual application shall be banded together and ready for public distribution.

STAFF USE ONLY

Pre-app conference: _____ (date)	Application received: _____ (date)
Application complete: _____ (date)	File Number: _____
Fees: _____	Referrals Sent: _____ (date)
Deposits: _____	PZC approval: _____ (date)
Paid: _____ (date)	BOT approval: _____ (date)

Project Team Information (fill in all that apply) *(add additional sheets if needed):*

Property Owner(s): Name: Raley Ranch Project, LLC, John Tallichet, Manager Phone: 714-279-6101

Company: _____ Fax: _____

Address: 8191 E. Kaiser Blvd., Anaheim, CA 92808

Authorized Rep.: Name: Douglas Pratte, The Land Studio, Inc Phone: 970-927-3690

Company: The Land Studio, Inc Fax: _____

Address: 365 River Bend Way, Glenwood Springs, CO 81601

Engineer/Designer: Name: Yancy Nichol Phone: 970-704-0311

Company: Sopris Engineering LLC Fax: _____

Address: 502 Main St, #A-3, Carbondale CO 81623

Billable Party: Owner Representative _____ Engineer _____

The Billable Party, by signing below, hereby agrees to reimburse the Town the actual costs to the Town plus 15% administrative fees for all engineering, surveying and legal services rendered in connection with the review of the Application. The Billable Party shall also reimburse the Town for the cost of making any corrections or additions to the master copy of the official Town map and for any fees for recording any plats and accompanying documents with the County Clerk and Recorder of Garfield County. The Billable Party agrees that interest shall be imposed at a rate of 1.5% per month on all balances not paid within thirty (30) days of the date of the statement. In addition to any and all remedies available to the Town and in the event the Town is forced to pursue collection of any amounts due and unpaid, the Town shall be entitled to collect attorney's fees and costs incurred in said collection efforts in addition to the amount due and unpaid.

Raley Ranch Project, LLC John Tallichet, Manager § _____
Name (printed)

8191 E. Kaiser Blvd. Anaheim, CA 92808
Address

714 279-6101 _____
Phone Fax


Signature

Type of Identification

- Disclosure of Property Ownership**
- _____ If owner is an individual, indicate name exactly as it appears on the deed.
 - If owner is a corporation, partnership, limited partnership or other business entity, name principals on a separate page. Please include articles of organization, partnership agreement, etc., as applicable.
 - _____ If owner is a land trust, name beneficiaries on a separate page.
 - _____ If applicant is a lessee, indicate the owner(s) on a separate page.
 - _____ If applicant is a contract purchaser, attach a copy of the contract and indicate the owner(s) on a separate page.

Please provide the name(s), mailing address(es), street address(es) and phone number(s) for all owners.

Property Owner Affidavit

I/We, John Tallichet, Manager, Raley Ranch Project, LLC, being first duly sworn, depose and state under penalties of perjury that I am (we are) the owner(s) of the property described herein and which is the subject of the application and proposed hearings; that all answers provided to the questions in this application, and all sketches, data and all other supplementary matter attached hereto and made part of this application are honest and true to the best of my (our) knowledge and belief. I (we) understand that this application must be complete and accurate prior to a hearing being scheduled. I (we) authorize Town staff to visit the site as necessary for proper review of this application.

(If there are special conditions such as guard dogs, locked gates, restricted hours, etc., please give the name and phone number of the person(s) who can provide access to the site)

John Tallichet
Name (printed)
8191 E. Kaiser Blvd., Anaheim, CA 92808
Address
714-279-6101
Phone

Name (printed)

Address

Phone

Fax

Signature
California Drivers License
Type of Identification

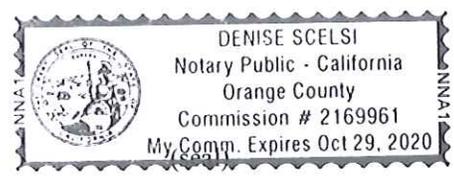
Fax

Signature

County of Orange
State of California

ss.
Sworn to and subscribed before me this 17 day of December, 2019.
(fill in day) (fill in month) (fill in year)

By John Tallichet
(name printed)



Witness my hand and official seal.
[Signature]
Notary Public

My Commission expires: 10/29/2020

Authorized Representative

I/We further permit Doug Pratte, The Land Studio, Inc to act as my/our representative in any manner regarding this application, to answer any questions and to represent me/us at any meeting(s) and public hearing(s) which may be held on this application.

NOTE: All correspondence will be sent to the authorized representative. It will be the representative's responsibility to keep the owner(s) adequately informed as to the status of the application.

John Tallichet
Name (printed)

8191 E. Kaiser Blvd., Anaheim, CA 92808
Address

714-279-6101
Phone

Fax

[Signature]
Signature

California Driver's License
Type of Identification

County of Orange)

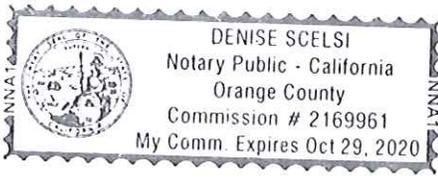
State of California)

ss.

Sworn to and subscribed before me this 17 day of December, 2019.
(fill in day) (fill in month) (fill in year)

By John Tallichet
(name printed)

Witness my hand and official seal.
[Signature]
Notary Public



My Commission expires: 10-29-2019

LAND USE APPLICATION FEES

Application	Fee	Deposit	SMC Section
Annexation	\$1,200	\$400	16.13.040
Annexation & Development Agreement amendment	\$400	\$400	16.13.130
Boundary Adjustment/Lot Line	\$100	\$0	16.04.907
Condominiumization	See Major	Subdivision	16.05.110
Easement Agreement and Amendments	\$500	\$500	2.44.110
Intergovernmental Agreement and Amendments	\$500	\$500	2.44.100
Major Subdivision-Sketch Plan	\$500	\$500	16.04.120
Major Subdivision-Preliminary Plan	\$800	\$800	16.04.180
Major Subdivision-Final Plan	\$500	\$500	16.04.270
Sign Exception	\$70	\$0	
Fence Exception	\$70	\$0	
Replat or Re-subdivision	\$500	\$0	16.04.945
Site Plan Review- Commercial/Multi-Family	\$500	\$0	17.42.030
Special Use Permit	\$250	\$0	17.78.040
Minor Subdivision-Sketch/Final	\$500	\$500	16.04.906
Subdivision Improvement Agreement Amendment	\$400	\$400	16.04.315
Vacation of Right of Way	\$400	\$400	2.44.120
Zoning Variance	\$250	\$0	17.84.080
Zoning or Rezoning	\$500	\$100	16.12.410

**Deposits must be included with application submittal. The deposit is used as security for department staff and consultant time to review the project application. Applicant shall also pay for fees and charges incurred by the town, such as legal fees, planning fees, engineering fees, and filing or recording fees, plus an administrative fee of 15% of the total consultant charges.*

ATTACHMENTS/EXHIBITS MUST BE COMPLETE FOR SUBMITTAL.

Incomplete applications **will not** be reviewed until deemed complete.

Checklist below for Office use only.

- 1] ___ A legal description of the property.
- 2] ___ Evidence of legal ownership. May be a deed, title commitment, title insurance policy, or attorney's opinion of ownership.
- 3] ___ Letter of consent. Required if the Applicant is not the property owner.
- 4] ___ List of property owners within 200 feet. Call Garfield County Assessor's Office at 970/ 945-9134 for information.
- 5] ___ Impact statement (description of how the proposed land use complies with the Town of Silt Municipal Code and Comprehensive Plan).
- 6] ___ A copy of the completed application in electronic format (Microsoft Word).
- 7] ___ A diskette, compatible with the Town of Silt GIS system, must be submitted before final recording of land use action. Mylars will not be signed prior to submittal of GIS disk. (For GIS information, call the Community Development Department, (970)876-2353.) Please do not print Final Plat Mylars until you receive approval by Town staff.

**The Village at Painted Pastures
Exhibit B**

Completed Town of Silt Community Development Land Use Activity Impact
Statement for Annexation and Planned Unit Development Zoning.

Town of Silt Community Development

231 N. 7th Street, Silt Colorado 81652; (970)876-2353 ext. 108



LAND USE ACTIVITY IMPACT STATEMENT

The Village at Painted Pastures

Name of Applicant: Raley Ranch Project, LLC Date: December 2, 2019

Location of Property: 34488 6 & 24 Hwy

Land Use Request: Annexation and Planned Unit Development Zoning

Please answer the following questions to the best of your ability. Attach additional pages as needed.

1. Is your request compatible with the Silt Municipal Code? Yes No
Yes, attached is an Application that outlines compliance with the Silt Municipal Code.

2. Is your request compatible with the Silt Comprehensive Plan? Yes No
Yes, The Village is designated as Service & Commercial Support.

If not, how is your request useful to the Town of Silt?

3. Explain how your request is compatible with the immediate area surrounding the site. **Surrounding Land Use to the West and South of the Highlands parcel is residential and those parcels have been incorporated into the Town of Silt. Annexation would create an expansion of that existing residential. Surrounding Land Use to the Village parcel is Commercial/Service to the West, highway to the North, railroad to the South, and Hwy 6 & 24 ROW to the East. Annexation of these parcels would create an expanded use of the surrounding residential and commercial.**
4. How is your request desirable for the Town of Silt?
Annexation of these parcels will add valuable additional residential development and commercial development to areas that are immediately adjacent to current Town of Silt boundaries. The goal is to provide a diversity of housing types and to include opportunities for both rental housing and home ownership.

**Annexation Impact Statement
The Village at Painted Pastures
SE Job #19112**

5. Detail any real or possible environmental, Town service or other impacts your request may have.

Impacts to acquire utilities, allow access, accommodate site and existing drainage, etc are all very minimal as the Site is currently adjacent to the Town boundary and has utilities and infrastructure within close proximity. Having the infrastructure close to the Site will help reduce any potential environmental impact this project may create.

6. Please give a brief statement about the impacts listed below and how you have addressed them.

a) Traffic

We anticipate the Village increasing traffic upon HWY 6 which CDOT owns and maintains. We are currently proposing a roundabout at the intersection of HWY 6 and North Overo Blvd to ensure minimal traffic impacts. The roundabout will provide access to the Village and will have the capacity for HWY 6 as well as all the proposed future development within the area. We additionally anticipate a right in and right out intersection coming out of the Village to the eastern portion of the site that will also be in compliance with the access code and access control plan. We have done a brief traffic study based on the assumed uses at this time using the ITE manual. In the Village we are expecting 2 different uses based upon the ITE coding, 220 Multifamily housing and 770 Business Park. Currently without knowing exactly the uses for the multi-tenant space we have chosen the code 770 because it seems conservative for trip generation. Below is a quick table showing the assumed trips generated from the proposed Village development:

The Village	# of Units	ITE CODE	DAILY RATE	TOTAL TRIPS
The Village Center	16	770	12.44	199.04
Vista Multi Family I	16	220	7.32	117.12
Vista Multi Family II	160	220	7.32	1,171.20
				1,487

b) Town Services (water sewer etc)

The Town will supply domestic water, sewer and irrigation to the Village, raw water will be supplied through a separate system. The Village at Painted Pastures currently has the water and sewer infrastructure running through the property. We also understand Silt to have adequate pipe sizing and capacity at both the sewer treatment plant and the water plant to be able to serve this project and therefore this project does not create a burden upon that infrastructure. We also understand the Grand River Ditch Company’s Cactus Valley Ditch runs through the property, which based upon discussions at our pre-annexation meeting, the Town will allow the Village to pump directly from, therefore requiring very minimal new infrastructure and minimal impacts to existing infrastructure. Please see Wright Water Engineers, Inc. letter addressed to Balcomb & Green January 6, 2020 for an EQR estimate which is submitted with this annexation application.

c) Signage

The highway will have all appropriate signage per CDOT specifications. We anticipate additional design as the project moves forward for a “branding” sign for the Village which would be near the roundabout access to the site. The sign would follow and adhere to the Town and CDOT codes and standards.

d) Open Space

It is our intent to provide various areas of open space throughout the development. At this time we believe these would be both public and private amenities to guests and tenants.

e) Emergency services

At this time we do not anticipate any negative impacts to emergency services. As we move forward on this project we will work with emergency services.

f) Utilities

All utilities in addition to the previously discussed sewer, water and irrigation are currently in the area. Minimal efforts should be needed in order to bring utilities onto the site to serve the project. We are coordinating with the following utility companies for the associated service:

Utility Provider	Utility	Contact	Phone #	EMAIL
Town of Silt Water and Sanitation	Sewer and Water	Trey Fonner	970-876-2353	trey@townofsilt.org
Xcel Energy	Electricity and Gas	Samantha Wakefield	970-244-2622	Samantha.l.wakefield@xcelenergy.com
Cable, Internet, Telephone	Comcast	Michael Johnson	970-205-5432	Michael_Johnson@comcast.com
Telephone, Internet	CenturyLink	Jason Sharpe	970-328-8290	Jason.Sharpe@CenturyLink.com

We are also currently working on Will Serve letters from all providers.

g) Other

At this time we do not foresee any negative impacts to the Town, Town resources, or surrounding neighborhoods, infrastructure or otherwise. We believe this development will provide housing, revenue and will be an overall asset to the community.

7. Are there or have there ever been any landfills on any part of the property included in your request? Yes/ No

No

8. Please mark all the concerns or impacts listed below which apply to your request and give a brief statement about how you have addressed them.

The above Impact Statements address the following topics

- a. traffic
- b. town services (water, sewer, etc.)
- c. signage
- d. open space
- e. schools (see below)
- f. emergency services (police, fire, medical)
- g. other utilities (electrical, etc.)
- h. other (pollution, etc.)

Please list any other items or information which you feel would be of help in assessing your application.

School Impacts

The Applicant agrees to pay up to \$500.00 per residential unit to be paid at the time of building permit to offset impacts to the RE-2 School District.

**The Village at Painted Pastures
Exhibit C**

Public notice property owner addresses for properties within 200 feet of
property from Garfield County qPublic.net

Garfield County Land Explorer

Parcel	Physical Address	Owner	Account Num	Mailing Address
217911100445	34488 6 & 24 HWY SILT	RALEY RANCH PROJECT LLC	R200631	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911100553	34671 6 & 24 HWY SILT	BLOTSKE, WAYNE R	R200744	34671 HWY 6 & 24 SILT, CO 81652
217911100721	Not available SILT	RALEY RANCH PROJECT LLC	R200745	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104069	2601 E SABINO LN SILT	RALEY RANCH PROJECT LLC	R045647	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104070	2631 E SABINO LN SILT	RALEY RANCH PROJECT LLC	R045648	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104071	2651 E SABINO LN SILT	RALEY RANCH PROJECT LLC	R045649	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104072	2671 E SABINO LN SILT	RALEY RANCH PROJECT LLC	R045650	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104111	Not available SILT	RALEY RANCH PROJECT LLC	R045686	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104112	Not available SILT	RALEY RANCH PROJECT LLC	R045687	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104113	Not available SILT	RALEY RANCH PROJECT LLC	R045688	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911201081	2100 MAIN ST SILT	SILT, TOWN OF	R350798	PO BOX 70 SILT, CO 81652
217911201118	2116 HORSESHOE TRL SILT	CUTTER, ROBERT C & LINDA M	R350936	PO BOX 2985 GLENWOOD SPRINGS, CO 81602
217911201145	2119 HORSESHOE TRL SILT	GCC LOFTS LLC	R350963	852 HANDY DRIVE CARBONDALE, CO 81623
217911201161	2238 MUSTANG SILT	MULLENAX 2238 MUSTANG LLC AS TO PARCEL 1 & MULLENAX 2254 MUSTANG LLC AS TO PARCEL 2	R006237	2238 MUSTANG DRIVE SILT, CO 81652-8525
217911201162	2254 MUSTANG SILT	MULLENAX 2238 MUSTANG LLC AS TO PARCEL 1 & MULLENAX 2254 MUSTANG LLC AS TO PARCEL 2	R006238	2238 MUSTANG SILT, CO 81652
217911201163	2304 BRANDING IRON SILT	SAMUELSON, JEROD T & SHARON L	R006239	4208 COUNTY ROAD 100 CARBONDALE, CO 81623
217911201164	2319 MUSTANG SILT	JM VENTURES LLC	R006240	PO BOX 3224 GLENWOOD SPRINGS, CO 81602
217911201165	2303 MUSTANG SILT	CK PROP LLC	R006241	2303 BRANDING IRON SILT, CO 81652
217911201166	2249 BRANDING IRON SILT	GRENKO, TONI & SING, KAT	R006242	PO BOX 2327 GLENWOOD SPRINGS, CO 81602

Garfield County Land Explorer

Parcel	Physical Address	Owner	Account Num	Mailing Address
217911100445	34488 6 & 24 HWY SILT	RALEY RANCH PROJECT LLC	R200631	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911100546	34775 6 & 24 HWY SILT	WANZER, DAVID A & DEBRA L	R200736	34775 HIGHWAY 6 & 24 SILT, CO 81652-9529
217911100553	34671 6 & 24 HWY SILT	BLOTSKE, WAYNE R	R200744	34671 HWY 6 & 24 SILT, CO 81652
217911100721	Not available SILT	RALEY RANCH PROJECT LLC	R200745	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104071	2651 E SABINO LN SILT	RALEY RANCH PROJECT LLC	R045649	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
217911104072	2671 E SABINO LN SILT	RALEY RANCH PROJECT LLC	R045650	8191 EAST KAISER BOULEVARD ANAHEIM, CA 92808
ROW	Not available null			
ROW	Not available null			
ROW	Not available null			

**The Village at Painted Pastures
Exhibit D**

Petition for Annexation

PETITION FOR ANNEXATION

TO: The Town Clerk and the Board of Trustees of the Town of Silt, Colorado

Pursuant to the Municipal Annexation Act of 1965, Part 1, Article 12, Title 31, Colorado Revised Statutes, as amended, the undersigned, being the owner of 100% of the property described on Exhibit A attached hereto and incorporated herein by this reference (hereinafter the "Property"), does hereby petition and request the Board of Trustees of the Town of Silt, Colorado (hereinafter the "Town") to approve and complete the annexation of the Property to the Town. In support of this Petition, petitioner states as follows:

1. The undersigned Petitioner, Raley Ranch Project, LLC, a Colorado limited liability company, is the owner of one hundred percent (100%) of the fee interest in the Property described on Exhibit A.

2. It is desirable and necessary that the Property be annexed to the Town.

3. The requirements of C.R.S. §§31-12-104 and 31-12-105, as amended, exist and have been met as follows:

4. Not less than one sixth of the perimeter of the Property is contiguous with the Town.

5. A community of interest exists between the Property and the Town.

6. The Property is urban or will be urbanized in the near future.

7. The Property is integrated or capable of being integrated with the Town.

8. All other requirements of C.R.S. 31-12-104 and 31-12-105 exist or have been satisfied as these sections apply to the annexation of the Property.

9. The annexation of the Property complies with Section 30(1)(b) of Article II of the Colorado Constitution; that is, the petitioner comprises the ownership of more than fifty percent (50%) of the Property, exclusive of streets and alleys.

10. No land in the Property sought to be annexed which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, has been or shall be divided into separate parcels without the written consent of the landowner(s).

11. No land in the Property sought to be annexed which is held in identical ownership and comprising twenty (20) or more acres and having an assessed valuation for ad valorem tax purposes in excess of \$200,000.00 has been included in the area without the written consent of the landowner(s).

12. The proposed annexation will not result in detachment of the Property from any school district or attachment to another district.

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

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

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

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

16. The undersigned petitioner requests that the Town approve the annexation of the Property.

SIGNATURE OF LAND OWNER AND MAILING ADDRESS

RALEY RANCH PROJECT, LLC,
a Colorado limited liability company

Date: December 17, 2019

By: 
John Tallichet, Manager

Mailing Address: 8191 East Kaiser Blvd.
Anaheim, CA 92808

EXHIBIT A

Legal Description

Parcel A:

A parcel of land situated in government Lots 2 and 3 of Section 11, Township 6 South, Range 92 West of the Sixth Principal Meridian, County of Garfield, State of Colorado; said parcel being more particularly described as follows:

Commencing at the North quarter corner of Section 11, a Garfield County surveyor brass cap in place; thence South 42°43'47" East a distance of 1243.83 feet to a point on the Southerly right-of-way of Highway 6 & 24, the POINT OF BEGINNING,

thence leaving said right-of-way South 00°22'25" East a distance of 244.62 feet to a point on the Northerly right-of-way of the Union Pacific Railroad;

thence South 81°07'25" West along said Northerly right-of-way a distance of 856.61 feet to a point on the Westerly boundary of government Lot 2;

thence leaving said right-of-way North 00°02'03" East along the Westerly boundary of said government Lot 2 a distance of 94.23 feet to a point on the Northerly right-of-way on the Northerly side of the Cactus Valley Ditch;

thence North 88°30'46" West along said Northerly right-of-way a distance of 106.71 feet;

thence continuing along said Northerly right-of-way North 71°55'19" West a distance of 66.86 feet; thence

continuing along said Northerly right-of-way North 58°43'20" West a distance of 93.99 feet; thence continuing

along said Northerly right-of-way North 79°28'08" West a distance of 91.49 feet; thence continuing along said

Northerly right-of-way North 57°21'03" West a distance of 97.90 feet; thence continuing along said Northerly right-of-way North 37°22'45" West a distance of 86.40 feet;

thence continuing along said Northerly right-of-way North 50°07'22" West a distance of 173.85 feet to a point on the Southerly right-of-way of Highway 6 & 24;

thence leaving said Northerly right-of-way South 86°28'33" East along the Southerly right-of-way of said Highway 6 & 24 a distance of 553.80 feet;

thence continuing along said Southerly right-of-way North 01°12'33" West a distance of 50.17 feet;

thence continuing along said Southerly right-of-way South 86°28'33" East a distance of 903.53 feet to the POINT OF BEGINNING.

EXCEPT that portion conveyed to Colorado Department of Transportation in Special Warranty Deed recorded December 31, 2008 at Reception No. 760876,

County of Garfield, State of Colorado.

Parcel B:

A parcel of land situated in Gov't Lot 2 of Section 11, Township 6 South, Range 92 West of the 6th P.M., County of Garfield, State of Colorado,

Said parcel being more particularly described as follows:

Commencing at the North 1/4 corner of Section 11, a Garfield County surveyor brass cap in place; thence S 42°43'47" E a distance of 1243.83 feet to a point on the southerly right-of way of Hwy. 6 & 24, the point of beginning;

thence S 86°28'33" E along said southerly right-of-way a distance of 445.07 feet to a point on the easterly boundary of said Gov't Lot 2;

thence leaving said southerly right-of-way S 00°22'25" E along the easterly boundary of said Gov't Lot 2 a distance of 147.98 feet to a point on the northerly right-of-way of the Union Pacific Railroad;

thence leaving said easterly boundary S 81°07'25" W along said northerly right-of-way a distance of 448.97 feet;

thence leaving said northerly right-of-way N 00°22'25" W a distance of 244.62 feet to the point of beginning, County of Garfield, State of Colorado.

**The Village at Painted Pastures
Exhibit E**

Affidavit of Circulator

**The Village at Painted Pastures
Exhibit F**

Town of Silt Annexation Application

TOWN OF SILT ANNEXATION APPLICATION

Name of Applicant: Raley Ranch Project LLC

Applicant's (Billing) Address: 8191 E. Kaiser Blvd., Anaheim, CA 92808

Property Owner: Raley Ranch Project, LLC

Address: 8191 E. Kaiser Blvd., Anaheim, CA 92808

Attach Legal Description of Property to be annexed: Yes No

Attach Annexation Map: Yes No

Attach Vicinity Map (in 8.5 inch x 11 inch): Yes No

Number of Acres or Square Feet included in Annexation Request: 9.223 & 2.001 acres

Present Zoning: Garfield County Rural

Proposed Zoning: Planned Unit Development

REQUIRED INFORMATION – 1-7 ON ATTACHED IMPACT CHECKLIST

Fee: \$1200 + Consultant fees + 15% Administrative fee (based on Consultant charges)

I certify that the information and exhibits herewithin submitted are true and correct to the best of my knowledge, and that in filing this application, I am acting with knowledge and consent of the person (s) listed above without whose consent the requested action cannot lawfully be accomplished.

Name (please print) Douglas Pratte, The Land Studio, Inc

Signature  Date Dec. 2, 2019

Address 365 River Bend Way, Glenwood Springs, CO 81601

Capacity: (Owner, agent, surveyor, engineer, etc.) Planner

Date submitted: _____

Application complete? Yes/No

First Meeting Board of Trustee (date): _____

Second Meeting (Public Hearing) Board of Trustee (date): _____

**The Village at Painted Pastures
Exhibit G**

Office of the Secretary of State of the State of Colorado Raley Ranch Project,
LLC Certificate of Fact of Good Standing

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Raley Ranch Project, LLC

is a

Limited Liability Company

formed or registered on 07/20/2005 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20051278741 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 11/18/2019 that have been posted, and by documents delivered to this office electronically through 11/19/2019 @ 15:58:27 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/19/2019 @ 15:58:27 in accordance with applicable law. This certificate is assigned Confirmation Number 11921156 .



A handwritten signature in blue ink that reads "Jena Griswold".

Secretary of State of the State of Colorado

*****End of Certificate*****
Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**The Village at Painted Pastures
Exhibit H**

Commitment for Title Insurance



First American

Commitment

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 5554-3299882

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

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

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

First American Title Insurance Company

Dennis J. Gilmore
President

Jeffrey S. Robinson
Secretary

If this jacket was created electronically, it constitutes an original document.

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I—Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

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6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

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

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DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

NOTE: Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

- A. **That there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and**
- B. **That such mineral estate may include the right to enter and use the property without the surface owner's permission.**

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-2, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. **The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.**
- B. **No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.**
- C. **The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.**
- D. **The Company must receive payment of the appropriate premium.**
- E. **If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the**

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requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium, fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

NOTE: Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of an ALTA Closing Protection Letter which may, upon request, be provided to certain parties to the transaction identified in the commitment.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

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First American

Schedule A

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 5554-3299882

Transaction Identification Data for reference only:

Issuing Agent: First American Title Insurance Company

Issuing Office: 7887 East Belleview Avenue, Ste 170
Englewood, CO 80111

Commitment No.: 5554-3299882

Issuing Office File No.: 5554-3299882

Property Address: 34488 Highway 6 & 24, Silt, CO 81652

Revision No.: **3: Add addit. parcel, fee; Add.**

Exc.#35-36

SCHEDULE A

1. Commitment Date: October 9, 2019 8:00 AM
2. Policies to be issued:
 - (a) ALTA® Owner's Policy (6-17-06)
Proposed Insured:TBD
Proposed Policy Amount: \$1,000.00
 - (b) ALTA® Loan Policy (6-17-06)
Proposed Insured:
Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is

Fee Simple

4. The Title is, at the Commitment Date, vested in: Raley Ranch Project, LLC, a Colorado limited liability company
5. The Land is described as follows:

See Exhibit "A" attached hereto and made a part hereof

Premiums:

Owner's Policy: \$
 Lender's Policy: \$
 Tax Certificate Fee: \$
 Endorsement(s): \$

TBD Fee: \$100.00
 Third Party Search Fee: \$427.25
 Additional Parcel Third Party Search Fee: \$200.00

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First American

Schedule BI & BII

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 5554-3299882

Commitment No.: 5554-3299882

SCHEDULE B, PART I

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
6. Evidence that all assessments for common expenses, if any, have been paid.
7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
8. Intentionally deleted.
9. Warranty Deed sufficient to convey the fee simple estate or interest in the land described or referred to herein, to the Proposed Insured, Schedule A, Item 2A.

NOTE: Statement of Authority recorded November 10, 2015 at Reception No. [870326](#), discloses that John D. Tallichet and William R. Tallichet is/are authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of Raley Ranch Project, LLC.

10. Intentionally deleted.
11. We find no outstanding voluntary liens of record affecting subject property. Disclosure should be made concerning the existence of any unrecorded lien or other indebtedness which could give rise to any possible security interest in the subject property.

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NOTE: This Commitment is subject to such further Exceptions and Requirements as may appear necessary when the instruments called for above have been recorded and the name of the Grantee has been disclosed.

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First American

Schedule BI & BII (Cont.)

ALTA Commitment for Title Insurance

ISSUED BY

First American Title Insurance Company

File No: 5554-3299882

Commitment No.: 5554-3299882

SCHEDULE B, PART II

Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I-Requirements are met.

Note: Exception number 5 will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment.

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. Any water rights, claims of title to water, in, on or under the Land.
9. Any existing leases or tenancies.

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10. Right of the Proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and right of way for ditches and canals constructed by the authority of the United States as reserved in United States Patent recorded April 27, 1892 in [Book 12 at Page 142](#), February 27, 1896 in [Book 12 at Page 410](#) and January 5, 1903 in [Book 56 at Page 467](#) (Parcel A and B).
11. An undivided one-sixteenth (1/16) interest in oil, gas and other mineral rights, as reserved by John H. Conto in the Deed to C.R. Youker and Mildred Youker, recorded November 9, 1951 in [Book 260 at Page 606](#), and any and all assignments thereof or interests therein.
12. An undivided one-fourth (1/4) interest in all oil, gas and other mineral rights, as conveyed by Henry Meisner and Mary Meisner to Harold A. Deter and Maysel E. Deter by Deed recorded July 28, 1959 in [Book 319 at Page 248](#), and any and all assignments thereof or interests therein.
13. Easement and right of way for ingress and egress purposes, as granted by Howard E. Raley and Angelina A. Raley to Raysel E. Pferdesteller, by instrument recorded February 15, 1966 in [Book 374 at Page 137](#), said easement being more particularly described therein.
14. Easement and right of way for road purposes, as granted by Angelina A. Raley and Howard E. Raley to United States of America, by instrument recorded May 1, 1967 in [Book 384 at Page 117](#), said easement being more particularly described therein.
15. Easement and right of way for ditch, electric power, telephone and cable television purposes, as granted by David Keith Raley, Karma Jo Raley, Howard Elzy Raley, Jr. and Diane Katherine Rose to David Keith Raley and Cathy A. Raley, by instrument recorded March 11, 1980 in [Book 545 at Page 64](#), said easement being more particularly described therein.
16. Terms, agreements, provisions, conditions and obligations as contained in Resolution No. 97-101 recorded September 7, 1994 at Reception No. 468124, in [Book 915 at Page 56](#).
17. Easement and right of way for pipeline purposes, as granted by Jim Mazuchi to Carol L. Collins and Steven L. Collins, by instrument recorded November 8, 1995 at Reception No. 485232, [Book 958 Page 169](#), said easement being more particularly described therein.
18. Easement and right of way for ingress, egress and utilities purposes, as granted by Jim Mazuchi to Carol L. Collins and Steven L. Collins, by instrument recorded November 8, 1995 at Reception No. 485233, [Book 958 Page 170](#), said easement being more particularly described therein.
19. Easement and right of way for electric transmission and distribution line purposes, as granted by Carol L. Collins and Steven L. Collins to Public Service Company of Colorado, by instrument recorded November 8, 1995 at Reception No. 485235, [Book 958 Page 172](#), said easement being more particularly described therein (Parcel A and B).
20. Intentionally deleted.
21. Terms, agreements, provisions, conditions and obligations as contained in Boundary Line Adjustment recorded August 23, 2005 at Reception No. [704983](#) (Parcel A and B).
22. Easements, rights of way and all other matters as shown on the Plat of Lot Boundary Adjustment Map, filed August 24, 2006 at Reception No. [705026](#) (Parcel A and B).

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23. All oil, gas and other mineral rights, as reserved by Edward E. Walters in the Deed to Davis Point Park, LLC, recorded November 17, 2006 at Reception No. [711354](#), and any and all assignments thereof or interests therein, together with any rights of ingress and egress therein.
24. Terms, agreements, provisions, conditions and obligations as contained in Easement Deed and Agreement recorded January 20, 2010 at Reception No. [780819](#).
25. Easement and right of way for sewer line purposes, as granted by Davis Point Park, LLC to Raley Ranch Project, LLC, by instrument recorded August 9, 2010 at Reception No. [789716](#), said easement being more particularly described therein.
26. Easement and right of way for water line purposes, as granted by Davis Point Park, LLC to Raley Ranch Project, LLC, by instrument recorded August 9, 2010 at Reception No. [789717](#), said easement being more particularly described therein.
27. Any and all water and water rights, reservoir and reservoir rights, ditches and ditch rights, and the enlargements and extensions thereof, and all laterals, flumes and headgates used in connection therewith (Parcel A and B).
28. Any question, dispute or adverse claims to any loss or gain of land as a result of any change in the riverbed location by other than natural causes, or alteration through accretion, reliction, erosion or evulsion of the center thread, bank, channel or flow of the waters in the Cactus Valley Ditch lying within the subject land; and any question as to the location of such center thread, bank, bed or channel as a legal description monument or marker for the purposes of describing or locating subject lands (Parcel A and B).
29. Any rights, interest or easements in favor of the United States, the State of Colorado or the Public, which exists or are claimed to exist in and over the present and past bed, banks or waters of unnamed river/stream/creek/canal/ditch, un-named pond/lake, Cactus Valley Ditch, the Lower Cactus Valley Ditch aka the Grand River Ditch and the Ware & Hinds Ditch (Parcel A and B).
30. Dedication of Easements recorded September 27, 2010 at Reception No. [791969](#), and the terms and conditions contained therein.
31. All matters shown by Improvement Survey Plat dated October 2, 2018 by Bookcliff Survey Services, Inc. as evidenced in Deed recorded November 14, 2018 at Reception No. [914118](#) and Reception No. 914119.
32. Quit Claim deed from Davis Point Park, LLC and Edward S. Walters to Raley Ranch Project, LLC conveying all oil and gas and other mineral rights recorded November 14, 2018 at Reception No. [914120](#).
33. Easement and right of way for Highway 6 and 24 as the same exist and or are presently in use (Parcel A and B).
34. Rights-of-way for railroad, switch tracks, spur tracks, railway facilities and other related easements, if any, on, across or adjacent to the land (Parcel A and B).
35. Easement and right of way for ditch right of way purposes, as granted to The Cactus Valley Ditch Company, by instrument recorded August 16, 1910 in Book 62 at Page 454, said easement being more particularly described therein (Parcel B).

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36. Easement and right of way for right of way purposes, as granted by Angelina A. Raley and Howard E. Raley to United States of America, by instrument recorded September 20, 1965 in Book 369 at Page 507 and Correction recorded May 1, 1967 in [Book 384 at Page 117](#), said easement being more particularly described therein (Parcel B).

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First American

Exhibit A

ISSUED BY

First American Title Insurance Company

File No: 5554-3299882

File No.: 5554-3299882

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

Parcel A:

A parcel of land situated in government Lots 2 and 3 of Section 11, Township 6 South, Range 92 West of the Sixth Principal Meridian, County of Garfield, State of Colorado; said parcel being more particularly described as follows:

Commencing at the North quarter corner of Section 11, a Garfield County surveyor brass cap in place; thence South 42°43'47" East a distance of 1243.83 feet to a point on the Southerly right-of-way of Highway 6 & 24, the POINT OF BEGINNING,
thence leaving said right-of-way South 00°22'25" East a distance of 244.62 feet to a point on the Northerly right-of-way of the Union Pacific Railroad;
thence South 81°07'25" West along said Northerly right-of-way a distance of 856.61 feet to a point on the Westerly boundary of government Lot 2;
thence leaving said right-of-way North 00°02'03" East along the Westerly boundary of said government Lot 2 a distance of 94.23 feet to a point on the Northerly right-of-way on the Northerly side of the Cactus Valley Ditch;
thence North 88°30'46" West along said Northerly right-of-way a distance of 106.71 feet;
thence continuing along said Northerly right-of-way North 71°55'19" West a distance of 66.86 feet; thence continuing along said Northerly right-of-way North 58°43'20" West a distance of 93.99 feet; thence continuing along said Northerly right-of-way North 79°28'08" West a distance of 91.49 feet; thence continuing along said Northerly right-of-way North 57°21'03" West a distance of 97.90 feet; thence continuing along said Northerly right-of-way North 37°22'45" West a distance of 86.40 feet;
thence continuing along said Northerly right-of-way North 50°07'22" West a distance of 173.85 feet to a point on the Southerly right- of-way of Highway 6 & 24;
thence leaving said Northerly right-of-way South 86°28'33" East along the Southerly right-of-way of said Highway 6 & 24 a distance of 553.80 feet;
thence continuing along said Southerly right-of-way North 01°12'33" West a distance of 50.17 feet;
thence continuing along said Southerly right-of-way South 86°28'33" East a distance of 903.53 feet to the POINT OF BEGINNING.

EXCEPT that portion conveyed to Colorado Department of Transportation in Special Warranty Deed recorded December 31, 2008 at Reception No. 760876,

County of Garfield, State of Colorado.

Parcel B:

A parcel of land situated in Gov't Lot 2 of Section 11, Township 6 South, Range 92 West of the 6th P.M., County of Garfield, State of Colorado,
Said parcel being more particularly described as follows:

Commencing at the North 1/4 corner of Section 11, a Garfield County surveyor brass cap in place; thence S 42°43'47" E a distance of 1243.83 feet to a point on the southerly right-of way of Hwy. 6 & 24, the point of beginning;

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thence S 86°28'33" E along said southerly right-of-way a distance of 445.07 feet to a point on the easterly boundary of said Gov't Lot 2;
thence leaving said southerly right-of-way S 00°22'25" E along the easterly boundary of said Gov't Lot 2 a distance of 147.98 feet to a point on the northerly right-of-way of the Union Pacific Railroad;
thence leaving said easterly boundary S 81°07'25" W along said northerly right-of-way a distance of 448.97 feet;
thence leaving said northerly right-of-way N 00°22'25" W a distance of 244.62 feet to the point of beginning, County of Garfield, State of Colorado.

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CERTIFICATE OF DEDICATION AND OWNERSHIP

KNOW ALL MEN BY THESE PRESENTS:

THAT RALEY RANCH PROJECT, LLC, BEING SOLE OWNER(S) IN FEE SIMPLE OF ALL THAT REAL PROPERTY DESCRIBED AS FOLLOWS:

ANNEXATION BOUNDARY DESCRIPTION

PARCEL A: A PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE SOUTH 42°43'47" EAST A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24, THE POINT OF BEGINNING, THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°22'25" EAST A DISTANCE OF 244.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD; THENCE SOUTH 81°07'25" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 856.61 FEET TO A POINT ON THE WESTERLY BOUNDARY OF GOVERNMENT LOT 2; THENCE LEAVING SAID RIGHT-OF-WAY NORTH 00°02'03" EAST ALONG THE WESTERLY BOUNDARY OF SAID GOVERNMENT LOT 2 A DISTANCE OF 94.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY ON THE NORTHERLY SIDE OF THE CACTUS VALLEY DITCH; THENCE NORTH 88°30'46" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 106.71 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 71°55'19" WEST A DISTANCE OF 66.86 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 58°43'20" WEST A DISTANCE OF 93.99 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 79°28'08" WEST A DISTANCE OF 91.49 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 57°21'03" WEST A DISTANCE OF 97.90 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 37°22'45" WEST A DISTANCE OF 86.40 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 50°07'22" WEST A DISTANCE OF 173.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID HIGHWAY 6 & 24 A DISTANCE OF 553.80 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 01°12'33" WEST A DISTANCE OF 50.17 FEET; THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST A DISTANCE OF 903.53 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO COLORADO DEPARTMENT OF TRANSPORTATION IN SPECIAL WARRANTY DEED RECORDED DECEMBER 31, 2008 AT RECEPTION NO. 760876, COUNTY OF GARFIELD, STATE OF COLORADO.

ALONG WITH

PARCEL B: A PARCEL OF LAND SITUATED IN GOVT LOT 2 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE S 42°43'47" E A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HWY. 6 & 24, THE POINT OF BEGINNING; THENCE S 86°28'33" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 445.07 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID GOVT LOT 2; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY S 00°22'25" E ALONG THE EASTERLY BOUNDARY OF SAID GOVT LOT 2 A DISTANCE OF 147.98 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD; THENCE LEAVING SAID EASTERLY BOUNDARY S 81°07'25" W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 448.97 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY N 00°22'25" W A DISTANCE OF 244.62 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD, STATE OF COLORADO.

AND CONTAINING 11.224 ACRES, MORE OR LESS; HAVE BY THESE PRESENTS ANNEXED THE PROPERTY SHOWN HEREON AND DESIGNATED AS THE ANNEXATION OF THE VILLAGE AT PAINTED PASTURES, IN THE TOWN OF SILT, COUNTY OF COLORADO.

EXECUTED THIS _____ DAY OF _____, A.D., 2019.

OWNER(S) RALEY RANCH PROJECT, LLC BY: AS _____

STATE OF COLORADO)

COUNTY OF GARFIELD) §§

THE FOREGOING CERTIFICATE OF DEDICATION AND OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, A.D., 2019 BY _____ AS _____ OF RALEY RANCH PROJECT, LLC.

MY COMMISSION EXPIRES: _____

WITNESS MY HAND AND SEAL _____ NOTARY PUBLIC

LIENHOLDER'S SUBORDINATION

THE UNDERSIGNED, BEING THE HOLDER OF A LIEN ON THE HEREIN DESCRIBED PROPERTY PURSUANT TO A DEED OF TRUST RECORDED AS RECEPTION NO. _____ IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO, HEREBY CONSENTS AND APPROVES THIS ANNEXATION MAP OF THE VILLAGE AT PAINTED PASTURES AND HEREBY SUBORDINATES THE LIEN OF SAID DEED OF TRUST TO THE MATTERS SET FORTH HEREIN.

DATED THIS ___ DAY OF _____, 2019.

BY: _____

ITS: _____

STATE OF _____)

) SS.

COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2019, BY _____ AS _____ OF _____.

WITNESS MY HAND AND OFFICIAL SEAL.

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

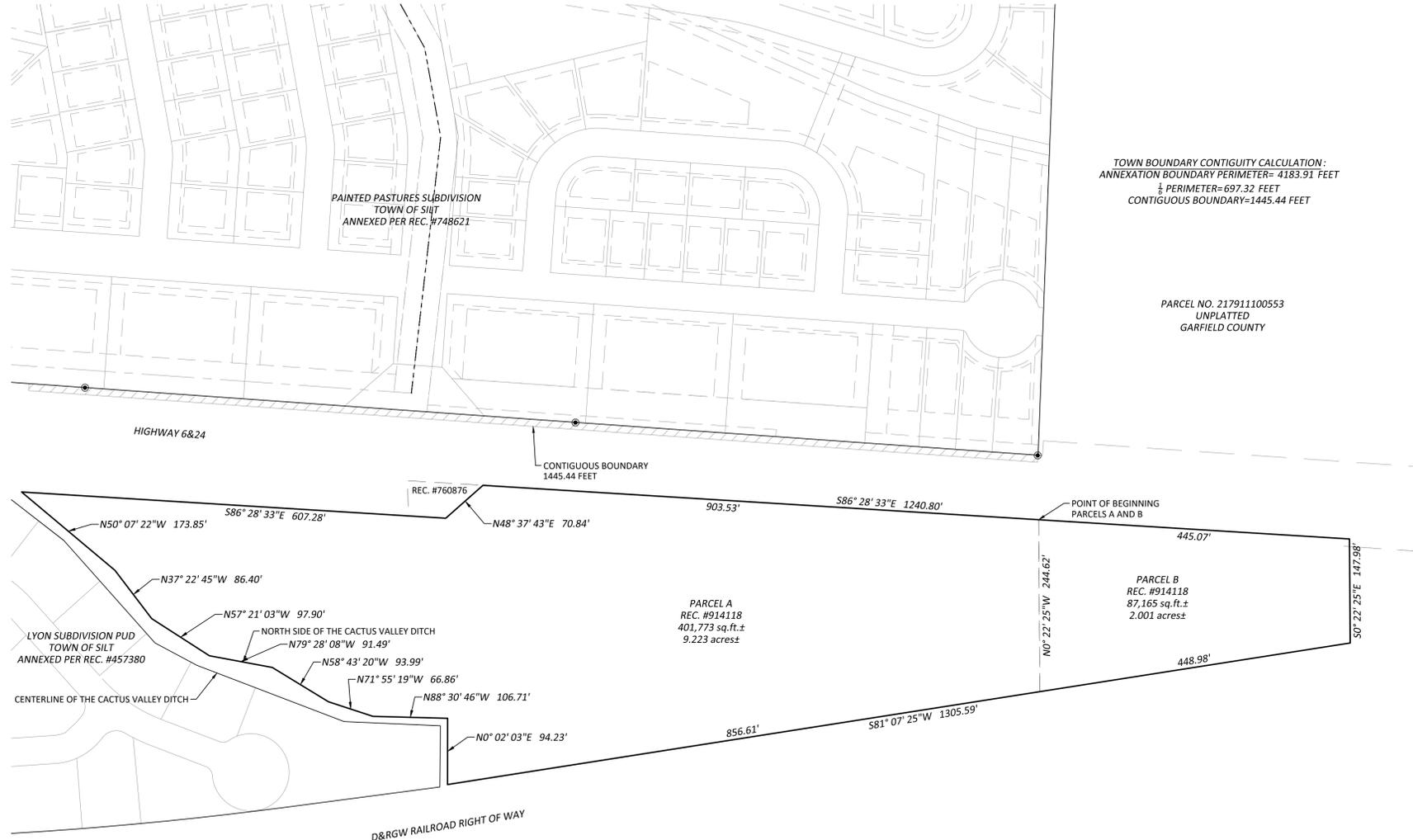
NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

ANNEXATION MAP OF:

THE VILLAGE AT PAINTED PASTURES

A PARCEL OF LAND SITUATED IN LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6th P.M. GARFIELD COUNTY, COLORADO

SHEET 1 OF 1

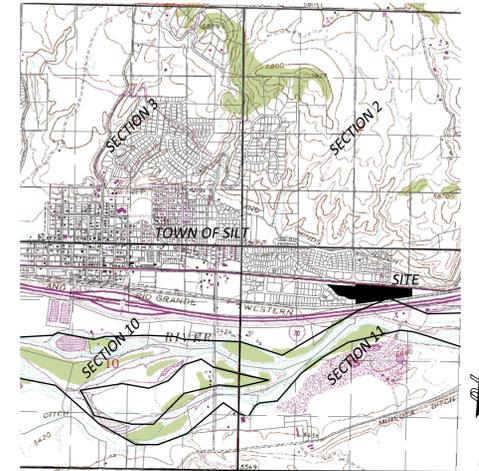


TOWN BOUNDARY CONTIGUITY CALCULATION: ANNEXATION BOUNDARY PERIMETER= 4183.91 FEET 1/2 PERIMETER=697.32 FEET CONTIGUOUS BOUNDARY=1445.44 FEET

PARCEL NO. 217911100553 UNPLATTED GARFIELD COUNTY

PARCEL A REC. #914118 401,773 sq.ft.± 9.223 acres±

PARCEL B REC. #914118 87,165 sq.ft.± 2.001 acres±



SURVEY NOTES

- 1) DATE OF PREPARATION: OCTOBER-DECEMBER 2019
2) BASIS OF BEARING: A BEARING OF S 86°28'33" W ALONG THE NORTH LINE OF THE ANNEXATION PARCELS, AS SHOWN HEREON.
3) BASIS OF SURVEY: THE FINAL PLAT MAP OF PAINTED PASTURES SUBDIVISION RECORDED MAY 15, 2008 AS RECEPTION NO. 748623, FINAL PLAT OF MESA VIEW ESTATES, FILING 1 RECORDED JULY 14, 1998 AS RECEPTION NO. 528556, THE CORRECTION PLAT OF MESA VIEW ESTATES, FILING 1 RECORDED DECEMBER 17, 2002 AS RECEPTION NO. 616742, THE FINAL PLAT OF CAMARIO SUBDIVISION RECORDED JUNE 22, 2007 AS RECEPTION NO. 726116, THE RALEY EXEMPTION PLAT RECORDED AUGUST 17, 1987 AS RECEPTION NO. 385045, THE LYON SUBDIVISION PLANNED UNIT DEVELOPMENT RECORDED DECEMBER 8, 1994 AS RECEPTION NO. 471909, THE AMENDED PLAT OF HEAVENLY VIEW SUBDIVISION RECORDED MAY 4, 1982 AS RECEPTION NO. 327466, VARIOUS DOCUMENTS OF RECORD AND THE FOUND MONUMENTS AS SHOWN HEREON.
4) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SOPRIS ENGINEERING, LLC (SE) TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS-OF-WAY AND/OR TITLE OF RECORD SE RELIED UPON THE ITEMS OUTLINED IN NOTE 4. NO TITLE COMMITMENT WAS USED IN THE PREPARATION OF THIS ANNEXATION MAP.
5) THE LINEAR UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

SURVEYOR'S CERTIFICATE

I, MARK S. BECKLER, DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE ANNEXATION PLAT OF THE VILLAGE AT PAINTED PASTURES AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME OR UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID SUBDIVISION AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATIONS GOVERNING THE SUBDIVISION OF LAND.

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS _____ DAY OF _____, A.D. 2019.

MARK S. BECKLER, L.S. #28643

PLANNING COMMISSION CERTIFICATE

THIS PLAT APPROVED BY THE PLANNING AND ZONING COMMISSION OF THE TOWN OF SILT, COLORADO THIS _____ DAY OF _____, A.D. 2019.

CHAIRMAN

BOARD OF TRUSTEES CERTIFICATE

THIS PLAT APPROVED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO THIS _____ DAY OF _____, A.D. 2019, FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO AND FOR CONVEYANCE TO THE TOWN OF SILT OF THE PUBLIC DEDICATIONS SHOWN HEREON; SUBJECT TO THE PROVISION THAT APPROVAL IN NO WAY OBLIGATES THE TOWN OF SILT FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LANDS, STREETS OR EASEMENTS DEDICATED TO THE PUBLIC EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF TRUSTEES AND FURTHER THAT SAID APPROVAL SHALL IN NO WAY OBLIGATE THE TOWN OF SILT FOR MAINTENANCE OF STREETS AND UTILITIES DEDICATED TO THE PUBLIC UNTIL CONSTRUCTION OF IMPROVEMENTS THEREON SHALL HAVE BEEN COMPLETED TO THE SATISFACTION OF THE BOARD OF TRUSTEES.

TOWN OF SILT

BY: _____

MAYOR

WITNESS MY HAND AND SEAL OF THE TOWN OF SILT, COLORADO

ATTEST: _____

TOWN CLERK

TITLE INSURANCE COMPANY CERTIFICATE

FIRST AMERICAN TITLE INSURANCE COMPANY, DOES HEREBY CERTIFY THAT IT HAS EXAMINED THE TITLE TO ALL LANDS HEREIN DEDICATED AND SHOWN UPON THIS PLAT AND TITLE TO SUCH LAND IS IN THE DEDICATOR FREE AND CLEAR OF ALL LIENS, TAXES AND ENCUMBRANCES, EXCEPT AS FOLLOWS:

DATED THIS _____ DAY OF _____, A.D., 2019.

AGENT

FIRST AMERICAN TITLE INSURANCE COMPANY

SOPRIS ENGINEERING - LLC CIVIL CONSULTANTS 502 MAIN STREET, SUITE A3 CARBONDALE, COLORADO 81623 (970) 704-0311 SOPRISENG@SOPRISENG.COM



BALCOMB & GREEN

WATER LAW | REAL ESTATE | LITIGATION | BUSINESS ESTD 1953

Sara M. Dunn
Direct Dial (970) 928-3467
Receptionist (970) 945-6546
sarad@balcombgreen.com

January 6, 2020

Via Email:

Douglas Pratte

The Land Studio, Inc.

365 River Bend Way

Glenwood Springs, CO 81601

landstudio2@comcast.net

RE: Raley Ranch Project, LLC - Water Dedication Proposal for Town of Silt

Dear Doug:

This letter summarizes the water right dedication proposal to be submitted with the Raley Ranch Project, LLC petitions for annexation to the Town of Silt. It is our understanding that there are two properties proposed for annexation to the Town. The Highlands at Painted Pastures is comprised of a 41.743 acre parcel and the Village at Painted Pastures is comprised of two parcels with a total area of 11.224 acres.

The Highlands at Painted Pastures parcel is associated with 20 acre feet of Silt Project Water. This water has historically been used to irrigate 12.25 acres within the property. The Village at Painted Pastures parcels are associated with 0.55 shares in The Grand River Ditch Company evidenced by stock certificate No. 1073. Affidavits from John Tallichet, Manager of Raley Ranch Project, LLC, are attached hereto.

Both properties are currently undeveloped land used for agricultural purposes. The future anticipated uses of the properties, subject to land use approvals by the Town of Silt, are summarized in the report prepared by Jonathan Kelly, P.E., of Wright Water Engineers, attached hereto.

Applicant proposes to dedicate the 20 acre feet of Silt Project Water and the 0.55 shares in The Grand River Ditch Company to the Town. If the water rights proposed for dedication are determined to be less than the demands of the proposed future uses, then the Applicant proposes to pay any additional fees in lieu required for the domestic demand shortfall upon issuance of building permits for those units.

It is our understanding that the Silt Project Water may require a slightly different approach than the transfer of The Grand River Ditch Company shares. We are willing to work with the

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Town of Silt and the Silt Water Conservancy District to satisfy the Town's requirements within the restrictions imposed by the Bureau of Reclamation on these water rights.

We have not attached copies of the decrees for the Silt Project water rights or The Grand River Ditch Company water rights, as we understand that the Town is familiar with these water rights. Copies of those decrees will be made available upon request.

Please do not hesitate to contact us if you have any questions.

Sincerely,

BALCOMB & GREEN, P.C.

By: 
Sara M. Dunn



Wright Water Engineers, Inc.

818 Colorado Avenue, Suite 307, P.O. Box 219
Glenwood Springs, Colorado 81602
(970) 945-7755 TEL
(970) 945-9210 FAX

www.wrightwater.com
e-mail: jkelly@wrightwater.com

January 6, 2020

Via Email: sarad@balcombgreen.com

Sara M. Dunn, Esq.
Balcomb & Green, P.C.
818 Colorado Ave
Glenwood Springs, CO 81601

Re: Water Requirements for The Village and The Highlands at Painted Pastures

Dear Sara:

Wright Water Engineers, Inc. (WWE) has prepared this engineering report in support of the Raley Ranch Project, LLC petitions for annexation into the Town of Silt (Town). The proposed annexation consists of two parcels: The Highlands at Painted Pastures consisting of 41.7 acres and The Village at Painted Pastures consisting of 11.2 acres. The Highlands will consist of residential units; whereas, The Village will be a mix of commercial and residential units.

DOMESTIC WATER

WWE worked with the project team to develop the proposed development scenarios for the Village and Highlands parcels. We then applied the Town's equivalent residential unit (EQR) table from its Municipal Code 13.04.260. Table 1 summarizes the assumed mix of units currently contemplated for the developments and the EQR ratings for each component. As shown in the table, the total domestic water demand is estimated to be 247.8 EQRs. As discussed below, there is no proposed potable water irrigation on either parcel.

IRRIGATION WATER

All irrigation associated with the proposed developments will occur with raw water supplies currently associated with the parcels.

The Highlands

Portions of The Highlands parcel were historically irrigated using 20 acre-feet of water from the Silt Water Project. WWE evaluated historical aerial photographs to estimate the acreage that the water was used upon. As shown in Figure 1, there are two distinct fields within parcel that were historically irrigated. The west field contained approximately 5.0 acres, and the east field had approximately 7.25 acres of irrigation. Therefore, the water rights associated with The Highlands parcel were used to irrigate approximately 12.25 acres.

The Village

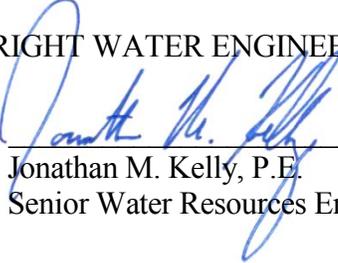
The Village has 0.55 share of Grand Valley Ditch Company water appurtenant to the parcel. Based on the Ditch Company Bylaws, Article 19, Section 2, one share is equivalent to $1/270^{\text{th}}$ of the 50 cfs decreed to the ditch. Therefore, the 0.55 share equates to a rate of 0.102 cfs ($50/270 * 0.55$). Using a typical duty of water of 50 acres per cfs, the 0.102 cfs could irrigate up to 5 acres on The Village parcel.

If the proposed irrigation within the developments is less than these irrigation limits, then the water rights should be sufficient to meet the water requirements.

Very truly yours,

WRIGHT WATER ENGINEERS, INC.

By


Jonathan M. Kelly, P.E.

Senior Water Resources Engineer

Attachments: Table 1, Figure 1

TABLE 1
EQR Rating for Proposed Development

Town of Silt EQR

	Classification	EQR
A	Single-family residence, duplex unit, manufactured home, modular home or mobile home, or any other single-family dwelling unit that consists of one kitchen and one laundry room, when metered and/or billed separately.	1.00
1	Each additional laundry room (where allowed by zoning)	0.20
2	Each additional kitchen (where allowed by zoning and does not create a secondary residential unit)	0.25
3	Potable irrigation (where allowed by Board of Trustees) Per 3,500 square feet of irrigable surface. See Sections 13.02.060 (A) through (E) for water use restrictions.	0.60
4	Recreational Vehicle in a Recreation Vehicle Park having no laundry equipment, one kitchen sink, one bathroom, and no outside water uses; up to 50 gallons per day	0.20
B	Additional unit on one lot when metered and billed collectively, including garage apartments, additional dwelling units, basement apartments, multi-family residential units (three or more units in one building or upon one lot), apartment units, or condominium units, each including up to one kitchen and one laundry room.	
1	Unit with one bathroom	0.60
2	Unit with one and one-half bathrooms	0.80
3	Unit with two or more bathrooms	1.00
4	Resident laundry room (three or fewer washing machines, up to twelve pound capacity each)	1.00
5	Each additional washing machine, up to twelve pound capacity	0.20
6	Each washing machine with capacity in excess of twelve pounds	0.50
7	Each hot tub, when proposed for more than a single unit use	0.15
8	Potable irrigation (where allowed by Board of Trustees) per 3,500 square feet of irrigable surface or fraction thereof. See Sections 13.02.060 (A) through (E) for water use restrictions.	0.60
D	Bars and restaurants	
1	For business with up to fifty patron seating capacity	1.00
2	Each additional twenty-five patron seating capacity	0.25
3	Convenience store food service area with up to ten patron seating capacity and one extra bathroom	0.50
4	Each additional twenty-five patron seating capacity	0.25
5	Potable irrigation (where allowed by Board of Trustees) per 3,500 square feet of irrigable space or fraction thereof. See Sections 13.02.060 (A) through (E) for water use restrictions.	0.60
F	Commercial buildings such as retail stores, offices, public buildings, or industrial warehouses having no process loads (i.e., which are served by sanitary sewer use only for non-solid waste disposal):	
1	Up to and including two public bathrooms (3 or less fixtures)	1.00
2	Each additional public bathroom (3 or less fixtures)	0.50
3	Each additional lavatory	0.20
4	Each additional toilet or urinal	0.20
5	Each additional shower/bathtub	0.20
6	Each additional water fixture not listed	0.20
7	Each private bathroom not open to public but located in a building where public bathrooms are provided	0.25
8	Potable irrigation (where allowed by Board of Trustees) per 3,500 square feet of irrigable space or fraction thereof. See Sections 13.02.060 (A) through (E) for water use restrictions.	0.60

Painted Pastures Proposed EQR

Proposed Units	EQR	Comments
71	71	40 single-family homes and 31 townhomes at the Highlands (per 12/17/19 email from John Reed)
0		All irrigation will be via raw water supplies
		220 Apartments; 16 Residential units above commercial
188	112.8	14 ST/1BA; 50 1BD/1BA; 72 2BD/1BA apartments at The Village; 52 1BA apts at The Highlands (per 12/18/19 and 12/20/19 emails from John Reed)
48	48	24 3BD/2BA apartments at The Village plus 16 comm/residential; 8 at The Highlands (per 12/18/19 and 12/20/19 emails from John Reed)
0		All irrigation will be via raw water supplies
1	1	1 restaurant/bar (per 12/20/19 email from John Reed)
0		All irrigation will be via raw water supplies
15	15	10 w/ 2 offices & 1 restroom; 4 w/ 2 restrooms; 1 w/ 2 restrooms (per 12/20/19 email from John Reed)
0		All irrigation will be via raw water supplies
Total EQR	247.8	

FIGURE 1

The Highlands Irrigated Acreage
(Aerial 10/2005)

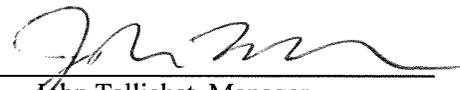


AFFIDAVIT

I, John Tallichet, Manager, of the Raley Ranch Project LLC, a Colorado limited liability company, swear and affirm under the penalty of perjury that the following is true and accurate to the best of my knowledge:

1. My name is John Tallichet, and I am over 18 years of age.
2. I am the Manager of the Raley Ranch Project, LLC, a Colorado limited liability company.
3. I am familiar with the Property described in Exhibit A and the water rights described in Exhibit B.
4. Raley Ranch Project, LLC, a Colorado limited liability company, is the owner of one hundred percent (100%) of the fee interest in the Property described in Exhibit A.
5. The total number of acres to be annexed and provided with municipal water service is 11.224 acres. The land is currently used for agricultural purposes.
6. To the best of my knowledge, Raley Ranch Project, LLC is the owner of one hundred percent (100%) of the fee interest in the water rights described on Exhibit B.
7. A copy of stock certificate number 1073 issued by The Grand River Ditch Company is attached hereto as Exhibit C.
8. To the best of my knowledge, the water rights described on Exhibit B have been used for irrigation of the Property described on Exhibit A by predecessors-in-interest to Raley Ranch Project, LLC.
9. Up to 5 acres are capable of being irrigated within the Property described in Exhibit A with the water rights described in Exhibit B.

FURTHER AFFIANT SAYETH NAUGHT



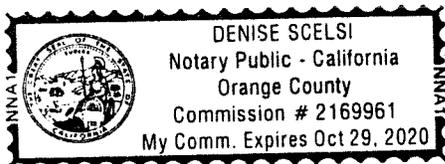
John Tallichet, Manager
Raley Ranch Project, LLC

STATE OF CALIFORNIA)
) ss.
COUNTY OF Orange)

The foregoing Affidavit was subscribed and sworn to before me this 6th day of January, 2020, by John Tallichet.

Witness my hand and official seal.

My commission expires:





Notary Public

EXHIBIT A

Legal Description

Parcel A:

A parcel of land situated in government Lots 2 and 3 of Section 11, Township 6 South, Range 92 West of the Sixth Principal Meridian, County of Garfield, State of Colorado; said parcel being more particularly described as follows:

Commencing at the North quarter corner of Section 11, a Garfield County surveyor brass cap in place; thence South 42°43'47" East a distance of 1243.83 feet to a point on the Southerly right-of-way of Highway 6 & 24, the POINT OF BEGINNING,
thence leaving said right-of-way South 00°22'25" East a distance of 244.62 feet to a point on the Northerly right-of-way of the Union Pacific Railroad;
thence South 81°07'25" West along said Northerly right-of-way a distance of 856.61 feet to a point on the Westerly boundary of government Lot 2;
thence leaving said right-of-way North 00°02'03" East along the Westerly boundary of said government Lot 2 a distance of 94.23 feet to a point on the Northerly right-of-way on the Northerly side of the Cactus Valley Ditch;
thence North 88°30'46" West along said Northerly right-of-way a distance of 106.71 feet;
thence continuing along said Northerly right-of-way North 71°55'19" West a distance of 66.86 feet; thence continuing along said Northerly right-of-way North 58°43'20" West a distance of 93.99 feet; thence continuing along said Northerly right-of-way North 79°28'08" West a distance of 91.49 feet; thence continuing along said Northerly right-of-way North 57°21'03" West a distance of 97.90 feet; thence continuing along said Northerly right-of-way North 37°22'45" West a distance of 86.40 feet;
thence continuing along said Northerly right-of-way North 50°07'22" West a distance of 173.85 feet to a point on the Southerly right-of-way of Highway 6 & 24;
thence leaving said Northerly right-of-way South 86°28'33" East along the Southerly right-of-way of said Highway 6 & 24 a distance of 553.80 feet;
thence continuing along said Southerly right-of-way North 01°12'33" West a distance of 50.17 feet;
thence continuing along said Southerly right-of-way South 86°28'33" East a distance of 903.53 feet to the POINT OF BEGINNING.

EXCEPT that portion conveyed to Colorado Department of Transportation in Special Warranty Deed recorded December 31, 2008 at Reception No. 760876,

County of Garfield, State of Colorado.

Parcel B:

A parcel of land situated in Gov't Lot 2 of Section 11, Township 6 South, Range 92 West of the 6th P.M., County of Garfield, State of Colorado,
Said parcel being more particularly described as follows:

Commencing at the North 1/4 corner of Section 11, a Garfield County surveyor brass cap in place; thence S 42°43'47" E a distance of 1243.83 feet to a point on the southerly right-of way of Hwy. 6 & 24, the point of beginning;
thence S 86°28'33" E along said southerly right-of-way a distance of 445.07 feet to a point on the easterly boundary of said Gov't Lot 2;
thence leaving said southerly right-of-way S 00°22'25" E along the easterly boundary of said Gov't Lot 2 a distance of 147.98 feet to a point on the northerly right-of-way of the Union Pacific Railroad;
thence leaving said easterly boundary S 81°07'25" W along said northerly right-of-way a distance of 448.97 feet;
thence leaving said northerly right-of-way N 00°22'25" W a distance of 244.62 feet to the point of beginning,
County of Garfield, State of Colorado.

EXHIBIT B

Water Rights Description

0.55 shares in the Grand River Ditch Company representing the right to use 0.08 c.f.s. (36 g.p.m.) of the 50 c.f.s. decreed to the Lower Cactus Valley Ditch Priority No. 142B.

Well Permit No. 113564 approved for household use only for one single-family dwelling and not to be used for irrigation with a maximum pumping rate of 15 g.p.m,

Well Permit No. 3154 approved for domestic use with a maximum pumping rate of 15 g.p.m.

INCORPORATED UNDER THE LAWS OF THE

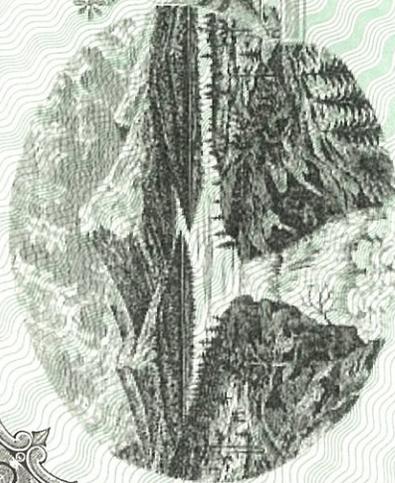
STATE OF COLORADO

1073

0.55 Shares

The Grand River Ditch Company

CAPITAL STOCK, \$2,700.00 SHARES \$10.00 EACH



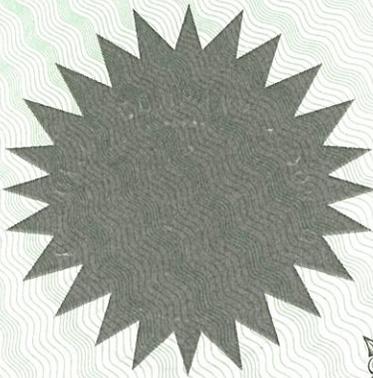
This is to certify, that RALEY RANCH PROJECT, LLC is the owner of 55/HUNDRETHS ONLY Shares of the Capital Stock of The Grand River Ditch Company,

full paid but subject to the by-laws of the Company, and subject to an annual assessment for repairs, betterments, improvements, operation, enlargement and extension of the Company's ditch and also to special assessments at any time when required because of unforeseen circumstances or casualty to the ditch or its appurtenances, all such assessments to be levied and paid pro rata on each share of stock independent of the point or points where water by virtue hereof is diverted from the Company's ditch, such that each share may bear the same burden for the purposes aforesaid throughout said entire ditch. The owner of this certificate is entitled to 1-270 portion for each share of stock embraced in this certificate, of the water carrying capacity of the Company's ditch, having its headgate on the northerly side of the Grand River, in Lot 8, Sec. 5, Tp.6 S. R. 91 W., to be used for irrigation and domestic purposes only upon the land of the owner of said stock to be delivered on the line of said ditch at the point or points designated by the Board of Directors of the Company. This stock is subject to an annual and special assessments for the purposes aforesaid, to be levied and made by said Board and to be paid at such time, place and manner as it may decide. No water shall be furnished by virtue of this certificate so long as the owner thereof shall remain delinquent in the payment of any assessment for the purposes aforesaid, and the use of the water called for by this certificate by any other stockholder than the owner during such delinquency shall not give the owner of this stock a right of action against such user or the Company. All assessments shall become due in 30 days after levied and made by the Board, and if not paid within 60 days after due, the delinquent stock may be advertised for sale at public auction for 30 days and sold accordingly to make the amount of such delinquency and if no bids be made therefor, such delinquent stock shall revert to the Company. This stock is not entitled to be voted cumulative for any purpose and is transferable only on the books of the Company in person or by attorney on surrender of this certificate.

In Witness Whereof, the President and Secretary have hereunto subscribed their names and caused the corporate seal of the Company to be hereto affixed at Rifle, Colorado, this 28th day of NOVEMBER A.D. 2018

SECRETARY

PRESIDENT



NOTICE: THE SIGNATURE OF THIS ASSIGNMENT MUST CORRESPOND WITH THE NAME AS WRITTEN UPON THE FACE OF THIS CERTIFICATE IN EVERY PARTICULAR WITHOUT ALTERATION OR ENLARGEMENT OR ANY CHANGE WHATSOEVER.

For value Received, — hereby sell, assign and transfer unto _____ Shares of the Capital Stock represented by the within Certificate, and do hereby irrevocably constitute and appoint _____ Attorney _____ for transfer here and hereon the Books of the within named Corporation with full power of substitution in the premises Dated _____ 19____ Signature _____

Certificate

NO. 1073

For 0.55 Shares

CAPITAL STOCK
OF THE
Grand River Ditch Company

ISSUED TO

Raley Ranch Project, LLC

Date: November 28, 2018



**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 13, 2020
Council Action Form**

SUBJECT: Village at Painted Pastures Planned Unit Development

PROCEDURE: (Continuance of Public Hearing Requested) **ORDINANCE 4, SERIES OF 2020, AN ORDINANCE OF THE TOWN OF SILT, COLORADO ("TOWN") ZONING AS A PLANNED UNIT DEVELOPMENT CERTAIN ANNEXED LAND KNOWN AS THE VILLAGE AT PAINTED PASTURES ANNEXATION, A 9.223-ACRE PARCEL AND A 2.001-ACRE PARCEL, BOTH SOUTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF THE LYON COMMERCIAL PLANNED UNIT DEVELOPMENT, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO**

RECOMMENDATION: On February 18, 2020, the Planning & Zoning Commission recommended to the Board approval of Ordinance 4, Series of 2020, an ordinance of the Town of Silt, Colorado ("Town") zoning as a planned unit development certain annexed land known as the Village at Painted Pastures Annexation, a 9.223-acre parcel and a 2.001-acre parcel, both south of the existing Painted Pastures Subdivision and east of the Lyon Commercial Planned Unit Development, within the Town of Silt, Garfield County, state of Colorado. The applicants have requested additional time to slightly modify the zoning ordinance to address the Town Attorney's comments of April 2, 2020.

SUMMARY AND BACKGROUND OF SUBJECT MATTER: The applicant proposes that these two parcels be annexed to the Town of Silt and zoned as a Planned Unit Development for mixed commercial and residential uses. This development lends to the completion of the roundabout on State Highway 6, and addresses the Town's concerns related to the shortage of light commercial and multifamily units. With approval of Resolution 11, Series of 2020, the Town is acknowledging the application's conformance with state statutes regarding annexation and taking public comments related to the annexation.

FUNDING SOURCE:	Raley Ranch Project, LLC
ORDINANCE FIRST READING DATE:	April 13, 2020 (Continued)
ORDINANCE FIRST READING DATE (CONTINUED):	April 27, 2020 (Hearing)
ORDINANCE SECOND READING DATE:	May 11, 2020 (Continued Hearing)
RESOLUTION READING DATE:	N/A
ORIGINATED BY:	Raley Ranch Project, LLC
PRESENTED BY:	Janet Aluise, CDD
DOCUMENTS ATTACHED:	Ordinance 4, Series of 2020

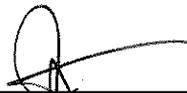
TOWN ATTORNEY REVIEW YES NO **INITIALS** _____

SUBMITTED BY:

REVIEWED BY:



Janet Aluise, Community Development Director



Jeff Layman, Town Administrator

**TOWN OF SILT
ORDINANCE NO. 4
SERIES OF 2020**

**AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ZONING AS A
PLANNED UNIT DEVELOPMENT CERTAIN ANNEXED LAND KNOWN AS
THE VILLAGE AT PAINTED PASTURES ANNEXATION, A 9.223-ACRE
PARCEL AND A 2.001-ACRE PARCEL, BOTH SOUTH OF THE EXISTING
PAINTED PASTURES SUBDIVISION AND EAST OF THE LYON
COMMERCIAL PLANNED UNIT DEVELOPMENT, WITHIN THE TOWN OF
SILT, GARFIELD COUNTY, STATE OF COLORADO**

WHEREAS, the Local Government Land Use Control Enabling Act of 1974, §§29-20-101, et seq., C.R.S.; Article 23 of Title 31, C.R.S.; and other applicable laws grant broad authority to the Town of Silt, Colorado ("Town") to plan for and regulate the development and use of land on the basis of the impact thereof on the community and surrounding areas; and

WHEREAS, Raley Ranch Project, LLC, a Colorado limited liability company (hereinafter "Owner"), 8191 E. Kaiser Boulevard, Anaheim, California 92808, is the owner of certain real property that collectively includes a 9.223-acre parcel and a 2.001-acre parcel ("Subject Property") south of the existing Painted Pastures Subdivision and east of the Lyon Commercial Planned Unit Development, within the Town of Silt, Garfield County, state of Colorado; and

WHEREAS, on or about January 10, 2020, the Owner submitted an Annexation Application, a Petition for Annexation, and an Affidavit of Circulator for the Village at Painted Pastures Annexation of Subject Property; and

WHEREAS, on or about January 10, 2020, the Owner submitted to the Town the Village at Painted Pastures Planned Unit Development Zoning Application for the Subject Property, proposing a mixed use of commercial and multifamily zoning; and

WHEREAS, on or about February 18, 2020, the Planning & Zoning Commission ("Commission") considered the Village at Painted Pastures Annexation Application, Petition for Annexation, and Affidavit of Circulator, together with the proposed Planned Unit Development guidelines; and

WHEREAS, on or about February 18, 2020, in a duly noticed public hearing, the Commission recommended to the Board of Trustees ("Board") approval of the Village at Painted Pastures Annexation and Village at Painted Pastures PUD zoning; and

WHEREAS, on or about February 24, 2020, the Board approved Resolution 9, Series of 2020, a resolution finding substantial compliance regarding the Owner's Annexation Petition for the Subject Property; and

WHEREAS, on or about April 13, 2020, the Board approved Resolution 11, Series of 2020, a resolution setting forth findings of fact and conclusions regarding the Owner's Annexation Petition for the Subject Property, following a duly noticed public hearing in accordance with the Silt Municipal Code ("Code") and state statutes; and

WHEREAS, on or about April 13, 2020, the Board approved 1st Reading of Ordinance 3, Series of 2020, an ordinance approving the Painted Pastures Village Annexation, following a duly noticed public hearing in accordance with the Code and state statutes; and

WHEREAS, on or about April 13, 2020, the Board approved 1st Reading of Ordinance 4, Series of 2020, an ordinance approving the Village at Painted Pastures Planned Unit Development, following a duly noticed public hearing in accordance with the Code and state statutes; and

WHEREAS, on or about April 27, 2020, in a continued public hearing, the Board approved 2nd Reading of Ordinance 3, Series of 2020, and Town recorded the ordinance on _____, 2020 as Reception # _____; and

WHEREAS, on or about April 27, 2020, the Board, in a continued public hearing, determined that the proposed PUD zoning for the Subject Property is consistent and in conformity with the existing pattern of zoning within the Town, with the Town's annexation plan, with the Town's Comprehensive Plan, as amended, and that the proposed Village at Painted Pastures Planned Unit Development zoning will allow the Subject Property to be developed in an efficient and economical manner, as required by the Planned Unit Development Act of 1972 set forth in C.R.S. §§24-67-101, *et seq.*; and

WHEREAS, the Town has held the required duly-noticed public hearings before the Board, pursuant to the Code and pertinent Colorado Revised Statutes, as necessary for the Town to act on Applicant's Village at Painted Pastures Planned Unit Development zoning request for the Subject Property; and

NOW, THEREFORE, BE IT ORDAINED BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO, THAT:

Section 1. Findings of Fact. The Board incorporates the foregoing recitals as findings and determinations, and conclusively makes all of the Findings of Fact, Determinations, and Conclusions contained herein.

Section 2. Planned Unit Development Zoning. The Subject Property shall be considered and is hereby zoned as a planned unit development, and the zone district created by this ordinance shall be governed in conformity with the regulations contained in this ordinance, and shall be known as the Village at Painted Pastures Planned Unit Development (PUD). The provisions of the future zoning ordinances of the Town of Silt that conflict with the provisions of this ordinance shall not apply to the subject property.

Section 3. Zoning Ordinance Applies. Except as hereinabove provided, all provisions of the zoning, subdivision and other ordinances of the Town of Silt, Colorado shall be applicable to the Subject Property.

Section 4. Zone Location and Boundaries. The location and boundaries of the Zone District established by this Ordinance for the Subject Property are as shown on the final Village at Painted Pastures Planned Unit Development Zoning Plan Map, attached hereto as Exhibit B, which shall be as recorded in the office of the Garfield County, Colorado Clerk and Recorder upon satisfaction of the conditions set forth herein. Upon recordation, said map shall be incorporated herein by this reference.

Section 5. Village at Painted Pastures Planned Unit Development Zone District Text. The regulation of the Village at Painted Pastures Planned Unit Development Zone District shall be as follows:

- I. Village at Painted Pastures Planned Unit Development Zone District General Purpose:
 - A. This Planned Unit Development Guide (“Guide”, “PUD Guide” or “Development Guide”) sets forth the land use and development standards for the properties in the Village at Painted Pastures Planned Unit Development (“PUD”). The PUD Guide defines the permitted use(s) of land, provides for open spaces, and includes additional supplementary regulations;
 - B. The primary purpose of the PUD Guide is to establish standards, restrictions and regulations that govern development and land use within the PUD as shown on The Village at Painted Pastures PUD Plan. It also ensures the PUD is developed as a comprehensive planned community. The PUD Guide will ensure the orderly and compatible development of the property. The PUD Guide constitutes the standard zoning provisions for the PUD with standards for the development plan and the land contained within this development;

- C. This PUD Guide shall supersede the Town of Silt Municipal Code (“Code”) with site specific regulations that are more appropriate to the design goals and objectives of lands contained within this PUD. Where the PUD Guide falls silent, the Code shall control. In instances of conflict between the Code and the PUD Guide, the PUD Guide shall control;
- D. The intent of the Village at Painted Pastures PUD Zone District is to provide appropriate locations for businesses, multi-family residential units, and related activities that are compatible with adjacent uses and promote a favorable visual image of the community. This zoning is meant to accommodate a range of activities as identified in the permitted uses listed below;
- E. This PUD Guide is authorized pursuant the Board’s approval of Ordinance 4, Series of 2020, approving the Village at Painted Pastures PUD.

II. Permitted Uses in the Village at Painted Pastures Zone District
 The following are permitted uses within the Village at Painted Pastures Zone District:

A. Residential Use

- 1. Multi-family residential units;
- 2. Age-restricted multi-family residential units;
- 3. Memory care and assisted living for occupancy of more than one hundred (100) days per annum;
- 4. Residential units above a commercial, industrial, or fabrication business.

B. Commercial Use

- 1. Alteration, tailoring, or mending facility;
- 2. Appliance or equipment rental facility;
- 3. Auto parts retail facility;
- 4. Automobile washing facility;
- 5. Bakery;
- 6. Barber/beautician;
- 7. Brewery;
- 8. Clothing establishment;
- 9. Coffee roasting establishment;
- 10. Convenience store;
- 11. Copy/printing facility (retail);
- 12. Grocery store;
- 13. Laundromat;

14. Liquor store;
15. Multi-unit commercial establishment;
16. Paint material store;
17. Pawn shop/store;
18. Photographic studio;
19. Restaurant/deli;
20. Retail establishment with on-site transactions;
21. Shoe store;
22. Tattoo parlor with or without body piercing; &
23. Thrift store.

C. Office/Service/Scientific Use

1. Animal hospital/clinic;
2. Financial institution;
3. Title company;
4. Government or nonprofit administrative office, fire station, police station, and post office;
5. Healthcare facility;
6. Office for a professional business; &
7. Scientific laboratory.

D. Industrial/Fabrication Use

1. Auto body or mechanical repair;
2. Cabinet making facility or furniture restoration;
3. Gasoline station;
4. Metal fabrication or welding;
5. Panelized construction facility;
6. Utility facilities; &
7. Woodworking establishment.

E. Storage/Warehouse Use

1. Automobile parking lot (no more than two acres);
2. Mini-warehouse storage facility (no more than two acres);
3. Open storage and outside storage, if adequately screened and appurtenant to an allowed commercial use;
4. Recreational vehicle storage facilities (no more than two acres); &
5. Warehouse space associated with commercial or industrial fabrication use.

F. Public/Institutional Use

1. Assisted living and memory care/skilled nursing facility/hospice/behavioral care;
2. Bus station;
3. Child care facilities;
4. Community center;
5. Libraries; &
6. Parks and playgrounds.

III. Development Standards

A. Residential Use Development Standards

Development of a Residential Use shall meet the following applicable requirements:

1. Minimum lot width: As defined by the PUD Final Plat;
2. Maximum building height: 35'
3. Maximum lot coverage: 70%
4. Front yard setback*: 15'
5. Rear yard setback*: 15'
6. Side yard setback*: 5'

*Multi-family residential unit setbacks are measured from the perimeter of the overall parcel and not between adjacent buildings

7. Minimum distance between structures: 10'
8. Minimum unit size: 450 sf
9. Maximum density: 20 units/acre
10. Minimum parking: 1 space per studio unit;
1 space/1 bedroom unit;
1.5 spaces/2 bedroom unit;
2 spaces per 3 bedroom unit
11. Open space projections: Every part of a required yard setback shall be unobstructed from its lowest point to the sky by permanent above-grade structures requiring a building permit, except as follows:
 - a. The ordinary projection of sills, cornices, buttresses, ornamental features and eaves projecting into a setback of not more than 24 inches;
 - b. Open or enclosed fire escapes and fireproof outside stairways

projecting into a yard setback not more than 6 feet;

c. Balconies and decks projecting into a yard setback not more than 6 feet;

d. The ordinary projections of chimneys and flues so placed as not to obstruct the light and ventilation of the proposed unit or any adjacent unit(s).

B. Commercial Use Development Standards

Development of a Commercial Use shall meet the following applicable requirements:

1. Minimum lot width: As defined by the PUD Final Plat;
2. Maximum building height: 35'
3. Maximum lot coverage: 70%
4. Front yard setback*: 20'
5. Rear yard setback*: 20'
6. Side yard setback*: 10'

*Commercial building setbacks are measured from the perimeter of the overall parcel and not between adjacent buildings

7. Minimum distance between structures: 10'
8. Maximum density: 20,000 sf gross floor area per acre
9. Minimum parking: 1 space/200 sf of gross Commercial Use floor area;
1 space/1,000 sf of gross Storage/Warehouse floor area related to Commercial Use
10. Open space projections: Every part of a required yard setback shall be unobstructed from its lowest point to the sky by permanent above-grade structures requiring a building permit, except as follows:

a. The ordinary projection of sills, cornices, buttresses, ornamental features and eaves projecting into a setback of not more than 24 inches;

- b. Open or enclosed fire escapes and fireproof outside stairways projecting into a yard setback not more than 6 feet;
- c. Balconies and decks projecting into a yard setback not more than 6 feet;
- d. The ordinary projections of chimneys and flues so placed as not to obstruct the light and ventilation of the proposed unit or any adjacent unit(s).

C. Office/Service/Scientific Use Development Standards
 Development of an Office/Service/Scientific Use shall meet the following applicable requirements:

- 1. Minimum lot width: As defined by the PUD Final Plat;
- 2. Maximum building height: 35'
- 3. Maximum lot coverage: 70%
- 4. Front yard setback*: 20'
- 5. Rear yard setback*: 20'
- 6. Side yard setback*: 10'

*Office/Service/Scientific building setbacks are measured from the perimeter of the overall parcel and not between adjacent buildings

- 7. Minimum distance between structures: 10'
- 8. Maximum density: 20,000 sf gross floor area per acre
- 9. Minimum parking: 1 space/400 sf of gross Office/Service/Scientific Use floor area;
1 space/1,000 sf of gross Storage/Warehouse floor area related to Commercial Use

- 11. Open space projections: Every part of a required yard setback shall be unobstructed from its lowest point to the sky by permanent above-grade structures requiring a building permit, except as follows:

- a. The ordinary projection of sills, cornices, buttresses, ornamental features and eaves projecting

into a setback of not more than 24 inches;

b. Open or enclosed fire escapes and fireproof outside stairways projecting into a yard setback not more than 6 feet;

c. Balconies and decks projecting into a yard setback not more than 6 feet;

d. The ordinary projections of chimneys and flues so placed as not to obstruct the light and ventilation of the proposed unit or any adjacent unit(s).

D. Industrial/Fabrication Use Development Standards

Development of Industrial/Fabrication Use shall meet the following applicable requirements:

1. Minimum lot width: As defined on the PUD Final Plat;
2. Maximum building height: 35'
3. Maximum lot coverage: 70%
4. Front yard setback*: 20'
5. Rear yard setback*: 20'
6. Side yard setback*: 10'

*Industrial/Fabrication building setbacks are measured from the perimeter of the overall parcel and not between adjacent buildings

7. Minimum distance between structures: 10'
8. Maximum density: 20,000 sf gross floor area per acre
9. Minimum parking: 1 space/600 sf of gross Industrial/Fabrication Use floor area;
1 space/1,000 sf of gross Storage/Warehouse floor area related to Commercial Use
11. Open space projections: Every part of a required yard setback shall be unobstructed from its lowest point to the sky by permanent above-grade structures requiring a building permit, except as follows:

- a. The ordinary projection of sills, cornices, buttresses, ornamental features and eaves projecting into a setback of not more than 24 inches;
- b. Open or enclosed fire escapes and fireproof outside stairways projecting into a yard setback not more than 6 feet;
- c. Balconies and decks projecting into a yard setback not more than 6 feet;
- d. The ordinary projections of chimneys and flues so placed as not to obstruct the light and ventilation of the proposed unit or any adjacent unit(s).

E. Storage/Warehouse Use Development Standards

Development of Storage/Warehouse uses shall be restricted to the eastern most three acres of the PUD and meet the following applicable requirements:

- 1. Minimum lot width: As defined by the PUD Final Plat;
 - 2. Maximum building height: 35'
 - 3. Maximum lot coverage: 70%
 - 4. Front yard setback*: 20'
 - 5. Rear yard setback*: 20'
 - 6. Side yard setback*: 10'
- *Storage/Warehouse building setbacks are measured from the perimeter of the overall parcel and not between adjacent buildings
- 7. Minimum distance between structures: 10'
 - 8. Maximum density: 20,000 sf gross floor area per acre
 - 9. Minimum parking: 1 space/1,000 sf of gross Storage/Warehouse floor area
 - 11. Open space projections: Every part of a required yard setback shall be unobstructed from its lowest point to the sky by permanent above-grade structures requiring a building permit, except as follows:

- a. The ordinary projection of sills, cornices, buttresses, ornamental features and eaves projecting into a setback of not more than 24 inches;
- b. Open or enclosed fire escapes and fireproof outside stairways projecting into a yard setback not more than 6 feet;
- c. Balconies and decks projecting into a yard setback not more than 6 feet;
- d. The ordinary projections of chimneys and flues so placed as not to obstruct the light and ventilation of the proposed unit or any adjacent unit(s).

F. Public/Institutional Use Development Standards

Development of a Public/Institutional Use shall meet the following applicable requirements:

- 1. Minimum lot width: As defined by the PUD Final Plat;
- 2. Maximum building height: 35'
- 3. Maximum lot coverage: 70%
- 4. Front yard setback*: 20'
- 5. Rear yard setback*: 20'
- 6. Side yard setback*: 10'

*Public/Institutional building setbacks are measured from the perimeter of the overall parcel and not between adjacent buildings

- 7. Minimum distance between structures: 10'
- 8. Maximum density: 20,000 sf gross floor area per acre
- 9. Minimum parking: 1 space/400 sf of gross Public/Institutional floor area
- 11. Open space projections: Every part of a required yard setback shall be unobstructed from its lowest point to the sky by permanent above-grade structures requiring a building permit, except as follows:

- a. The ordinary projection of sills, cornices, buttresses, ornamental

- features and eaves projecting into a setback of not more than 24 inches;
- b. Open or enclosed fire escapes and fireproof outside stairways projecting into a yard setback not more than 6 feet;
- c. Balconies and decks projecting into a yard setback not more than 6 feet;
- d. The ordinary projections of chimneys and flues so placed as not to obstruct the light and ventilation of the proposed unit or any adjacent unit(s).

IV. Land Use Equivalency

The Village at Painted Pastures Zone District shall allow for a proportional trade of residential unit density to non-residential floor area density at a ratio of one residential unit to 1,000 sf of non-residential floor area.

For example:

- The maximum density for a one-acre parcel is 20 residential units **OR** 20,000 sf of non-residential floor area;
- A one-acre parcel may contain a mix of residential and non-residential uses;
- If a one-acre parcel contains 10 residential units, then it may also contain 10,000 sf of non-residential floor area at a ratio of one residential unit to 1,000 sf non-residential floor area.

V. Open Space/Parkland

The Village at Painted Pastures PUD Zone District shall provide open space and/or parkland in an amount of at least twenty-five percent (25%) of the total project acreage to serve the project's residents and/or occupants.

Section 7. Zone District Maps. By the adoption of this Ordinance, the Town has brought the Property under the Town's zoning ordinance and, by the adoption of this Ordinance, has authorized the amendment of the Town's zone district maps to include the Property. The Town's zone district maps are

currently on file at the Town Hall, in accordance with the Colorado Revised Statutes.

Section 8. All Other Laws Applicable. Except as hereinabove provided, all provisions of the zoning, subdivision and other ordinances or regulations of the Town shall apply to the Property.

Section 9. Severability. If any section, subsection, clause, phrase or provision of this Ordinance, or the application thereof to any person or circumstance, shall to any extent, be held by a courts of competent jurisdiction to be invalid, void or unconstitutional, the remaining sections, subsections, clauses, phrases and provisions of this Ordinance, or the application thereof to any person or circumstance, shall remain in full force and shall in no way be affected, impaired or invalidated.

INTRODUCED, READ AND APPROVED ON FIRST READING the 13th day of April, 2020, and a public hearing ordered upon second reading on the 27th day of April, 2020, at 7 p.m. in the Municipal Building of the Town of Silt, Colorado.

PASSED, APPROVED ON SECOND READING, ADOPTED AND ORDERED PUBLISHED FOLLOWING A PUBLIC HEARING, this 27th day of April, 2020.

TOWN OF SILT

Mayor Keith B. Richel

ATTEST:

Town Clerk Sheila M. McIntyre, CMC

Exhibit A
Legal Description

PARCEL A:

A PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 2 AND 3 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE SOUTH 42°43'47" EAST A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24, THE POINT OF BEGINNING,
THENCE LEAVING SAID RIGHT-OF-WAY SOUTH 00°22'25" EAST A DISTANCE OF 244.62 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;
THENCE SOUTH 81°07'25" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 856.61 FEET TO A POINT ON THE WESTERLY BOUNDARY OF GOVERNMENT LOT 2;
THENCE LEAVING SAID RIGHT-OF-WAY NORTH 00°02'03" EAST ALONG THE WESTERLY BOUNDARY OF SAID GOVERNMENT LOT 2 A DISTANCE OF 94.23 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY ON THE NORTHERLY SIDE OF THE CACTUS VALLEY DITCH; THENCE NORTH 88°30'46" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 106.71 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 71°55'19" WEST A DISTANCE OF 66.86 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 38°43'20" WEST A DISTANCE OF 93.99 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 79°28'08" WEST A DISTANCE OF 91.49 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 57°21'03" WEST A DISTANCE OF 97.90 FEET; THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 37°22'45" WEST A DISTANCE OF 86.40 FEET;
THENCE CONTINUING ALONG SAID NORTHERLY RIGHT-OF-WAY NORTH 30°07'22" WEST A DISTANCE OF 173.85 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HIGHWAY 6 & 24;
THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY OF SAID HIGHWAY 6 & 24 A DISTANCE OF 303.80 FEET;
THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 01°12'33" WEST A DISTANCE OF 30.17 FEET;
THENCE CONTINUING ALONG SAID SOUTHERLY RIGHT-OF-WAY SOUTH 86°28'33" EAST A DISTANCE OF 903.33 FEET TO THE POINT OF BEGINNING.

EXCEPT THAT PORTION CONVEYED TO COLORADO DEPARTMENT OF TRANSPORTATION IN SPECIAL WARRANTY DEED RECORDED DECEMBER 31, 2008 AT RECEPTION NO. 760876, COUNTY OF GARFIELD, STATE OF COLORADO.

ALONG WITH

PARCEL B:

A PARCEL OF LAND SITUATED IN GOV'T LOT 2 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE S 42°43'47" E A DISTANCE OF 1243.83 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF HWY. 6 & 24, THE POINT OF BEGINNING; THENCE S 86°28'33" E ALONG SAID SOUTHERLY RIGHT-OF-WAY A DISTANCE OF 443.07 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID GOV'T LOT 2;
THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY S 00°22'25" E ALONG THE EASTERLY BOUNDARY OF SAID GOV'T LOT 2 A DISTANCE OF 147.98 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY OF THE UNION PACIFIC RAILROAD;
THENCE LEAVING SAID EASTERLY BOUNDARY S 81°07'25" W ALONG SAID NORTHERLY RIGHT-OF-WAY A DISTANCE OF 448.97 FEET; THENCE LEAVING SAID NORTHERLY RIGHT-OF-WAY N 00°22'25" W A DISTANCE OF 244.62 FEET TO THE POINT OF BEGINNING, COUNTY OF GARFIELD, STATE OF COLORADO.

AND CONTAINING 11.224 ACRES, MORE OR LESS; HAVE BY THESE PRESENTS ANNEXED THE PROPERTY SHOWN HEREON AND DESIGNATED AS THE ANNEXATION OF THE VILLAGE AT PAINTED PASTURES, IN THE TOWN OF SILT, COUNTY OF COLORADO.

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 13, 2020**

AGENDA ITEM SUMMARY

SUBJECT: Increased Cigarette Sales Tax Discussion

PROCEDURE: Discussion

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At a recent Board of Trustees meeting, Mayor Keith Richel introduced this topic after a discussion with other Mayors in the region. The Board directed staff to conduct a survey of Towns and Cities close by to understand more about this regional issue. Attached are the results of the survey. The Mayor explained that it is thought that the tax is not effective unless all governments enact such legislation.

The purpose for this agenda item is to discuss whether such a tax is in the best interests of the citizens of Silt. Any increase in the tax would require an affirmative vote of Silt's voters.

Of area cities and towns that were surveyed, Glenwood Springs, New Castle and Basalt have passed local cigarette taxes. Parachute and Rifle have not and Carbondale will vote on a ballot issue in the upcoming municipal election. Gypsum, subject to Eagle County's cigarette tax, is considering a tax, if only to be able to direct tax revenue to local needs.

The amount charged among those municipalities that have tax is between \$2 and \$4 per pack. Towns receive between \$65,000 and \$900,000 per year, with New Castle at the lower end of the spectrum. All earmark the funds for youth health related spending, i.e., smoking cessation, education, detox, substance abuse education and prevention.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman

DOCUMENTS ATTACHED: -Local Cigarette Tax Survey
-Carbondale Cigarette Tax Ballot Language

TOWN ATTORNEY REVIEW [] YES [x] NO INITIALS:

SUBMITTED BY:

Jeff Layman
Jeff Layman, Town Administrator

REVIEWED BY:

Sheila M. McIntyre
Sheila M. McIntyre, Town Clerk

Cigarette Tax Survey February 2020

Town/City	Muni Cig/Tob Tax?	%/ \$	When approved?	Revenue '18, '19, '20	Use?	Comments
Parachute	no					
Glenwood Springs	yes	\$4 per pack	2019	\$600-\$900 K est	Undecided, but leaning toward detox, youth health and prevention, and enforcement	
New Castle	yes	\$3.20 per pack of cigarettes and 40% on all tobacco and nicotine related products	2019	\$65,000 for 2020 and what ever amount may be collected in the years thereafter	Health and Wellnes Items	Difficult to budget for in the first year as you have no solid basis to estimate the collection or no way to gauge how smokers may react.
Basalt	yes	.10 per cigarette or \$2 per pack of 20; 40% on the sales price of all other tobacco and nicotine products	2018	2018- \$175,000; 2019 - \$29,162 TABOR limitation caused a suspension from April 1, 2019 through February 29, 2020; 2020- \$280,000 budget	financing tobacco related education and tobacco related health issues, and addiction and substance abuse education and mitigation	Town is considering a "repeal/replace" of county ordinance with a Town ord solely for the purpose of redirecting the generated funds to the Town rather than to Eagle County
Gypsum	no, but subject to Eagle County cig tax	\$4.00/pack or 40% on all other tobacco products	Jan. 1, 2020.		smoking cessation and related public health substance abuse prevention campaigns	
Carbondale	no*	Proposed as .20 per cigarette or \$4 per pack of 20; 40% on the sales price of all other tobacco and nicotine products	2020*	TABOR language permits up to \$700,000	TBD	On the ballot in April
Silt	no					
Rifle	no					

**RESOLUTION NO. 3
SERIES OF 2020**

A RESOLUTION OF THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO SETTING THE TITLE AND CONTENT OF A BALLOT ISSUE FOR A TAX INCREASE ON THE SALES OF CIGARETTES AND TOBACCO PRODUCTS TO BE SUBMITTED TO THE ELECTORATE OF THE TOWN OF CARBONDALE AT THE REGULAR MUNICIPAL ELECTION TO BE HELD ON TUESDAY, APRIL 7, 2020.

WHEREAS, the Town of Carbondale (the “Town”) is a home rule municipal corporation organized under the laws of the State of Colorado; and

WHEREAS, the Town has a regular municipal election scheduled for Tuesday, April 7, 2020, which, pursuant to Section 2-1-20 of the Town of Carbondale Municipal Code, shall be a mail ballot election; and

WHEREAS, Article X, Section 20 of the Colorado State Constitution (“TABOR”) requires that the Town have voter approval for any increase in taxes; and

WHEREAS, TABOR requires the Town to submit ballot issues (as defined in TABOR) to the Town’s electorate on limited election days before action can be taken on such ballot issues; and

WHEREAS, April 7, 2020 is one of the election dates at which ballot issues may be submitted to the electorate of the Town pursuant to TABOR; and

WHEREAS, Section 10-16 of the Town’s Home Rule Charter authorizes the adoption of a municipal tax or increase of a municipal tax by ordinance if such taxes or tax increases satisfy the applicable limitations in the Colorado Constitution, including any requirements for voter approval; and

WHEREAS, by House Bill 1033, the Colorado General Assembly removed various restrictions and penalties on local governments imposing a tax on tobacco products; and

WHEREAS, the Board of Trustees of the Town (“Board of Trustees”) hereby finds that cigarette and tobacco product addiction is a leading cause of preventable death, that people should be deterred from starting the use of cigarettes and tobacco products and encouraged to quit the use of cigarettes and tobacco products, and that taxes on the sale of cigarettes and tobacco products are effective at preventing and reducing cigarette and tobacco product use; and

WHEREAS, the Board of Trustees further determines that it is in the interest of the public health, safety, and welfare of the residents of the Town to submit to the electorate of the Town the question of authorizing a tax increase on the sale of cigarettes and tobacco products at the regular mail ballot election to be held on April 7, 2020.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF TRUSTEES OF THE TOWN OF CARBONDALE, COLORADO, THAT:

Section 1 - Form of Ballot Issue. At the election to be held on Tuesday, April 7, 2020, there shall be submitted to the eligible electors of the Town a ballot issue which shall be in substantially the following form:

**TOWN OF CARBONDALE
BALLOT ISSUE NO. ____**

**TAX INCREASE ON THE SALE OF CIGARETTES AND TOBACCO
PRODUCTS**

SHALL THE TOWN OF CARBONDALE TAXES BE INCREASED BY UP TO \$700,000.00 ANNUALLY (WHICH AMOUNT REPRESENTS ESTIMATED REVENUES IN 2021, THE FIRST FULL FISCAL YEAR OF COLLECTION) AND BY WHATEVER AMOUNT IS GENERATED THEREAFTER THROUGH THE IMPOSITION OF NEW TAXES TO BE USED FOR PREVENTION, CESSATION, TREATMENT, AND ENFORCEMENT RELATED TO TOBACCO PRODUCT CONSUMPTION, PROMOTION OF MENTAL AND PHYSICAL HEALTH, EDUCATION AND PUBLIC HEALTH PROGRAMS ASSOCIATED WITH TOBACCO PRODUCT CONSUMPTION INCLUDING PREVENTION OF UNDERAGE CONSUMPTION, AND OTHER RELATED TOWN EXPENSES AS FOLLOWS: BEGINNING JULY 1, 2020, THERE SHALL BE A NEW SALES TAX OF TWENTY CENTS PER CIGARETTE OR FOUR DOLLARS PER PACK OF TWENTY CIGARETTES SOLD; BEGINNING JULY 1, 2020, THERE SHALL BE A NEW SALES TAX OF 40 PERCENT ON THE SALES PRICE OF ALL OTHER TOBACCO PRODUCTS; THE TERMS "CIGARETTE" AND "TOBACCO PRODUCT" SHALL HAVE THE SAME MEANINGS AS IN THE TOWN OF CARBONDALE MUNICIPAL CODE; AND THAT THE TOWN MAY COLLECT, RETAIN, AND EXPEND ALL OF THE REVENUES OF SUCH TAXES AND EARNINGS THEREON, NOTWITHSTANDING THE LIMITATION OF ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW?

FOR THE MEASURE: _____ AGAINST THE MEASURE: _____

Section 2 - Setting Ballot Title and Content. For purposes of C.R.S. § 1-11-203.5, this Resolution shall serve to set the title and content of the ballot issue as set forth in Section 1 of this Resolution.

Section 3 - Ballot Results. If a majority of the votes cast on the ballot issue set forth in Section 1 hereof shall be for approval of the ballot measure, the Board of Trustees shall take the necessary legislative action to amend the Town Municipal Code consistent with the language of the ballot issue, and the authorized tax rate increase shall commence on July 1, 2020.

Section 4. The officers and employees of the Town are hereby authorized and directed to take all actions necessary or appropriate to effectuate the provisions of this Resolution.

DATED this __ day of January, 2020.

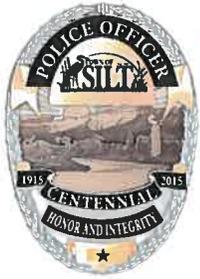
TOWN OF CARBONDALE, COLORADO
a Colorado home rule municipality

Dan Richardson, Mayor

ATTEST:

Cathy Derby, Town Clerk

14046213_v1



SILT POLICE DEPARTMENT

231 North Seventh Street / PO Box 70 / Silt CO 81652

Phone: 970-876-2735 / Fax: 970-876-0205

Att: Board of Trustees
Name : Chief Mike Kite
Reference : Recruitment of Police Officers for the town Of Silt.

As you all know that there is a nationwide shortage of police officers. The Town Of Silt has more of a challenge in recruiting, due to our location, population and pay. We have a very hard time getting good applicants.

We have hired two candidates that are not yet POST certified. These two are considered "officers in training" until the academy starts in late August. Up till the pandemic we had started their field training. I sent them home with study materials until I could get things figured out with the "stay at home" quarantine for non-essential personnel. I have found that they are very essential and I will be bringing them back to work shifts with the officers.

We took this route because we wanted to secure these applicants with our department and keep other agencies from stealing them. We advertised for three months and got three applications, one of whom was not a fit for our town.

Currently, Colorado eastern slope law enforcement agencies are paying \$75,000 to \$80,000 a year. Some agencies are offering an additional \$20,000 signing bonus. Most departments also provide experience-based pay increases, as well. These factors provide more pay and a bigger playground. This is not something we can compete with.

Now things just got harder with the pandemic. All academies have been put on hold till we are out of this pandemic.

We are a small town on the western slope of Colorado and we will always be a training ground. This is fact.

If you have any questions, feel free to contact me.

Chief Mike Kite

A handwritten signature in blue ink, appearing to be "Mike Kite", is located in the bottom right corner of the page.

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 13, 2020**

AGENDA ITEM SUMMARY

SUBJECT: COVID-19 Relief Efforts

PROCEDURE: Discussion

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At our last meeting, we introduced the topic of working to provide aid and assistance to Silt businesses and individuals. At this point, we are working on this on four fronts:

- Business Assistance
- Individual and Family Assistance
- Recovery Assistance
- Direct Aid from the Town for residents (Water/Wastewater/Irrigation)

We have emailed information to 88 Silt businesses for whom we have email addresses regarding the Federal programs known at this time.

We have implemented some measures and are evaluating others to understand the effectiveness and cost of each.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman

DOCUMENTS ATTACHED: Description of Assistance

TOWN ATTORNEY REVIEW [] YES [x] NO INITIALS:

SUBMITTED BY:

Jeff Layman
Jeff Layman, Town Administrator

REVIEWED BY:

Sheila M. McIntyre
Sheila M. McIntyre, Town Clerk

Business Assistance

Small Business Debt Relief Program

This program provides immediate relief to small businesses with non-disaster SBA loans, in particular 7(a), 504, and microloans. Under it, SBA will cover all loan payments on these SBA loans, including principal, interest, and fees, for six months. This relief will also be available to new borrowers who take out loans within six months of the President signing the bill into law.

Other aid

- A refundable payroll tax credit for 50% of wages paid by employers to employees during the COVID-19 crisis.
- Temporary increases to the amount of interest expense businesses are allowed to deduct on their tax returns to 50% of taxable income for 2019 and 2020.
- Allowances to employers and self-employed individuals to defer payments of the employer share of the Social Security tax.

Advertising

- Post Independent is offering free Newspaper and online advertising.
- The Town of Silt can highlight a different local business each week on website and Facebook

Promotion/Support

- "Post A Pick-Up Pic"

Proposed Town Relief

- Deferring sales, use and lodging taxes
- Waived penalties for late payments
- Waived credit card fees
- Waived insufficient funds fee
- Delinquent accounts continue to receive services
- Town applies for federal funding and grants- to offer direct aid (small loans to local businesses)

Other municipalities are doing the following, to help small businesses

- Gather information from businesses for a better idea of what support is needed
- Create a list of businesses and restaurants that are open
- Credit to utility bill for payments made on time
- Relief rates for metered water on business utilities

Individual and Family Assistance

<https://www.211colorado.org/>

2-1-1 provides navigation services to resources such as:

- Housing, including shelters and transitional services
- Rent and utility assistance
- Applying for SNAP benefits by phone
- Childcare
- Food/meals
- Transportation
- Clothing/personal/household needs
- Mental health and substance use disorders
- Employment
- Education
- Medical clinics
- Dental clinic

Food Access

- City Market's grocery pick up (the first three are free).
- City Markets will also be open exclusively for seniors between at 6 – 7 AM every day.
- Walmart grocery pick up (free).

Garfield County Senior Programs: Manager Judy Martin at 970-665-0041.

Food Pantries

Those in need are encouraged to stop by the new Lift Up “drive-through” format where they will be provided with a pre-packed emergency food box. Please see <https://www.liftup.org/7-food-pantries> for more information.

Volunteers are needed for this effort and folks who want to volunteer should contact Waylon@liftup.org.

Recovery Assistance

COVID-19 Small Business Resources

The Northwest SBDC and our partners are actively working on resources to assist businesses with the impact of COVID-19.

<https://northwestsbdc.org/covid-19/>

Small Business Administration Loans

The Coronavirus Aid, Relief, and Economic Security (CARES) Act includes a loan program to keep small businesses afloat during mandated COVID-19-related closures. The Paycheck Protection Program (PPP) authorizes federally guaranteed loans to qualifying small businesses.

<https://www.sba.gov/page/coronavirus-covid-19-small-business-guidance-loan-resources#section-header-2>

Aspen 2 Parachute COVID-19 Economic Response Roundtable

A group formed to discuss the economic response of our communities in the Roaring Fork and Colorado River Valleys. It includes our colleagues in local government, RREDC and/or Chambers of Commerce.

Direct Aid from the Town

Immediate Water/Wastewater/Irrigation Measures

Late fees, interest, water shut offs, shut off fees, Town portion of return payment for insufficient funds have all been waived. A \$15 credit has been offered as an incentive for electronic enrollment for water/sewer/solid waste services.

“Water/Wastewater/Irrigation Utility Holidays”

We are still exploring the idea of providing a “fee holiday” or allowing customers to defer payments for water/wastewater/irrigation service. There are certain restrictions in our bond refinancing agreements that we are still researching, along with the amount of revenue the Town would defer and/or give up.

Property Tax Deadline Extension/Waiver of Late Fees

We are not sure what this would look like at this point, but there seems to be some momentum to provide some relief here.

Coronavirus updates will be posted daily. Para espanol presione el boton a mano derecha, "Translate"

Click here for more details

Carbondale Emergency Task Force



TOWN OF CARBONDALE

Translate

GOVERNMENT DEPARTMENTS RESIDENTS BUSINESS

RVICES I WANT TO



RESOURCES

Home [Government](#) [Emergency Task Force](#) Resources

COVID-19 Help Hotlines

- Aspen to Parachute COVID-19 community hotline [970-429-6186](tel:970-429-6186) (English en Espanol)
- Garfield County Public Health call line: [970-945-1377](tel:970-945-1377), ext. 8120 (English en Espanol)
- CO-HELP [1-877-462-2911](tel:1-877-462-2911) or COHELP@RMPDC.org (multiple languages)
- COVID-19 [Symptoms Self-Report Form / Informe de Sintomas](#)

Carbondale [Volunteer Form](#) and [Assistance Request Form](#)

State of Colorado Activates 2-1-1 Colorado to Connect Coloradans with Human Services Resources During COVID-19 Pandemic

Estado de Colorado activa servicio 2-1-1 Colorado para conectar a habitantes del estado con recursos de servicios humanos durante pandemia de COVID-19.

Coloradans can reach 2-1-1 Colorado online at 211Colorado.org, by dialing 2-1-1 or texting your Zip Code to 898-211. Do not call 911 for COVID-19 questions unless it is a medical emergency.

Los habitantes de Colorado pueden ponerse en contacto con 2-1-1 Colorado por Internet en 211Colorado.org, al llamar al 2-1-1 o al enviar un mensaje de texto con su código postal al 898-211. Si tiene preguntas sobre el COVID-19, no llame al 911, a menos que sea una emergencia médica.



provides navigation services to resources such as:

- Housing, including shelters and transitional services
- Rent and utility assistance
- Applying for SNAP benefits by phone
- Childcare
- Food/meals
- Transportation
- Clothing/personal/household needs
- Mental health and substance use disorders
- Employment
- Education
- Medical clinics
- Dental clinic
- Other government/economic services

2-1-1 proporciona servicios de navegación para encontrar recursos como los siguientes:

- Vivienda, incluidos refugios y servicios de transición
- Asistencia con alquiler/renta y servicios públicos
- Solicitud de beneficios SNAP por teléfono
- Cuidado de niños
- Alimentos/comidas
- Transporte
- Necesidades de vestimenta, personales, del hogar
- Trastornos de salud mental y consumo de sustancias
- Empleo
- Educación
- Clínicas médicas
- Consultorio odontológico
- Otros servicios del gobierno o económicos

Search for file name:

Business ▼ 4 documents

Financial ▼

1 document

Health ▼

2 documents

Information ▼

8 documents



CONTACT US

Carbondale Town Hall
511 Colorado Ave.
Carbondale, CO 81623

Ph: 970-963-2733

Fx: 970-963-9140

HOURS

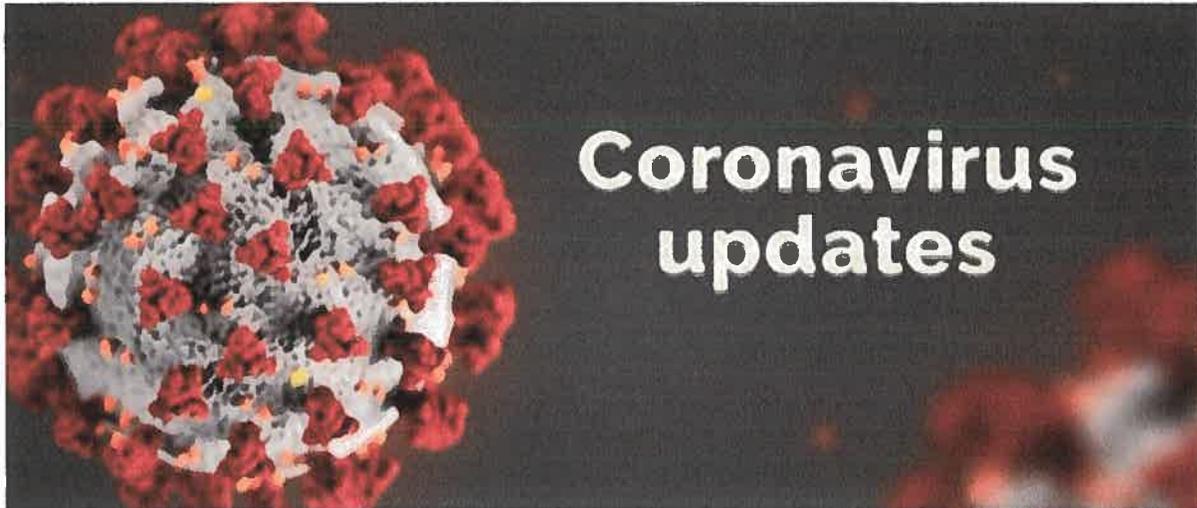
Town Hall:
M-F, 8am - 5pm

Public Works & Utility Dept.:
M-F, 7am - 3:30 Pm

SITE LINKS

- [Home](#)
- [Site Map](#)
- [Submit Website Feedback](#)

CLICK THE PICTURE FOR MORE INFORMATION!



Erin McCuskey, NW Colorado SBDC Regional Director is providing updated information about potential loans. Click the picture above, and the tabs on each side of the page, to be directed to documents outlining eligible entities, application process, criteria for applying, etc. Please note that, "The U.S. Small Business Administration is offering designated states and territories low-interest federal disaster loans for working capital to small businesses suffering substantial economic injury as a result of the Coronavirus (COVID-19). All 64 Colorado counties have been advanced by Governor Polis for inclusion in the U.S. Small Business Administration Economic Injury Disaster Loan Program. We are still awaiting final approval from SBA and will share updates once we know more."

There are resources available in the Northwest Colorado Region that can help businesses experiencing economic distress and/or disruption with SBDC consulting, technical assistance services and loan fund assistance. Businesses seeking technical assistance or consulting regarding how to prepare and/or recover during an economic disruption should contact the NW SBDC Director Erin McCusky (erin@northwestsbdc.org). Further assistance can be found in [The Disaster Recovery and Continuity Guide for Colorado Businesses](#).

Town of Silt

**231 N. 7th Street
PO Box 70
Silt, Colorado 81652**

**Phone: 970-876-2353
Fax: 970-876-2937
Police: 970-876-2735**

**Business Hours: Monday through Friday, 8:00am to 5:00pm
For Questions about this Website, please Email: jalulise@townofsilt.org
For General Questions, please Email: jdyke@townofsilt.org**

Municipal Code

**TOWN OF SILT
BOARD OF TRUSTEES REGULAR MEETING
April 13, 2020**

AGENDA ITEM SUMMARY

SUBJECT: Town of Silt Financial Status and Recession Plan

PROCEDURE: Discussion

SUMMARY AND BACKGROUND OF SUBJECT MATTER:

At our last meeting, we briefly discussed the financial impacts that would likely occur as a result of the current crisis. While we acknowledged that it may be too early to fully understand the impacts, we are conducting some preliminary financial modeling.

Given the events of the last month, it is important for the Town to have a response plan for expected lower than budgeted revenues. Attached you will find a "Recession Plan" for your review.

The current crisis sprung up with an intensity and speed rarely before seen. As such, it is difficult to understand the impact to revenue and it is preferable to reduce spending now and loosen the reins should things not be as impactful as we now expect.

Therefore, budgeted line item expenditures will be severely restricted until we have a better sense of how revenues behave. Town Administrator approval will be required on all budgeted expenditures over a certain amount, yet to be determined. We will have a much better understanding of revenue by mid-year. We will also have a better understanding of whether any Federal programs may be available for "revenue replacement".

All large capital projects will be carefully scrutinized by staff and will be discussed with the Board of Trustees prior to being cleared to begin.

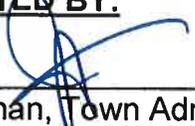
We will present a preliminary 2020 budget picture at the April 27 Board of Trustees meeting.

ORIGINATED BY: Jeff Layman

PRESENTED BY: Jeff Layman

DOCUMENTS ATTACHED: Recession Plan
2020 Capital Project List

SUBMITTED BY:



Jeff Layman, Town Administrator

REVIEWED BY:



Sheila M. McIntyre, Town Clerk

TOWN OF SILT

Recession Plan 2020

In the event that financial difficulties persist that jeopardize the current budget, the Board of Trustees will be asked to work with staff to evaluate the remaining portion of the Town budget and implement necessary actions. Staff will prepare and present a prioritized list of items to be addressed. We anticipate using the following “Recession Plan” as a guide.

There are multiple stages of this high-level plan, with each stage representing escalating impacts to revenue streams. As we more fully review revenue streams, we will know where on this continuum we will land and be able to take appropriate action.

Minor

Impacts to revenues are minor, such as a 1-5% reduction. Staff recommends maintaining service levels while making minor cuts to operating expenditures. Utilize reserves where necessary.

Moderate

Impacts to revenue are moderate, such as a 5-10% reduction. Staff recommends maintaining service levels while making larger cuts to operating expenditures. Reduce annual merit increases for employees. Defer capital projects unless already in process. Utilize reserves where necessary.

Significant

Impacts to revenue are significant, such as a 10-15% reduction. Staff recommends limited service reductions (“unseen” services to be reduced first), manage staffing vacancies and deferring capital projects. Utilize reserves where necessary. Potential merit deferral / freeze in wages.

Major

Impacts to revenue are major, such as a 15-20% reduction. Staff recommends service reductions, merit deferral / freeze in wages, potential reduction in staff and deferring capital projects. Utilize reserves.

Crisis

Impacts to revenue are at a crisis level such as over 20% reductions to revenues. Staff recommends significant reductions in service levels, reduction in staff, merit deferral / freeze in wages and deferring capital projects. Utilize reserves.

Town of Silt

Capital Expenditures, Projects and Initiatives: 2020

By Department/Division/Program

General Administration

		Fund
Celebration/Fireworks	\$ 14,000	General Fund
Economic Development	\$ 24,000	General Fund
Computer replacement program	\$ 8,000	General Fund
Ergonomic improvements	\$ 8,000	General Fund
Board Chambers Microphone Upgrade	\$ 1,000	General Fund
Town Hall Building Improvements	\$ 5,000	General Fund
Projects-Interchange Design	\$ 75,000	General Fund
Projects-Interchange Design	\$175,000	Beautification Fund
*E Vehicle Charging Stations	\$ 30,000	General Fund
Human Resources function improvements	\$ 13,500	General Fund
*Community Communications Improvement	\$ 5,000	General Fund

Parks

Parks Master Plan	\$ 10,000	Park Impact
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Streets

Transportation Master Plan Update	\$ 20,000	Construction Impact
Street Overlay Projects	\$100,000	General Fund
Capital Project: Main Street Improvements; 5 th -6 th St	\$435,000	General Fund

Youth Recreation

Youth Sports Programming	\$ 21,400	General Fund
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Special Events

Community Concerts/Events	\$ 24,000	General Fund
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Water

*Capital Projects: Sand Filtration System install	\$627,500	W/WW Fund
*Capital Projects: 8 th St water line replacement	\$333,500	W/WW Fund
Debt Service	\$233,000	W/WW Fund

Wastewater

*Capital Project: Sewer line boring 9 th and 16 th streets	\$535,700	W/WW Fund
Debt Service	\$233,000	W/WW Fund

*Grant Funding Anticipated

Town of Silt

Capital Expenditures, Projects and Initiatives: 2020

By Fund

Conservation Trust Fund

Parks weed mitigation program	\$ 10,000
*Projects-Irrigation improvement at SRP	\$ 10,000
Parks paved trails overlay	\$ 10,000

Water/Wastewater Fund

*Capital Projects: Sand Filtration System install	\$627,000
*Capital Projects: 8 th St water line replacement	\$333,500
*Capital Project: Sewer line boring 9 th and 16 th streets	\$535,700
Wastewater Debt Service	\$233,000
Water Debt Service	\$233,000

Irrigation

*Capital Project: Telemetry Improvements	\$ 35,000
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Beautification Fund

Projects-Interchange Design	\$175,000
Main Street Planting Bed Maintenance	\$ 10,000
Baseball Infield Improvement	\$ 5,500

Park Impact Fee Fund

Parks, Recreation and Culture Master Plan	\$ 10,000
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Construction Impact Fee

Transportation Master Plan Update	\$ 20,000
Rifle Animal Shelter Contribution	\$ 10,000

*Grant Funding Anticipated



Date: April 6, 2020
To: Mayor Richel & Board of Trustees
From: Jeff Layman, Town Administrator
Subject: Staff Report

Activities, initiatives and news:

- **OHV News**

- I met with Garfield County Assistant Manager Fred Jarman just before the pandemic hit and discussed modifying the OHV restricted areas north of Silt. The goal is to get the County to ease these restrictions, at least in part, so that Silt residents and guests can drive their machines to the Federal lands north of Town. Fred provided me with some information which I have forwarded to our Silt OHV Subcommittee with an invitation to meet to study our options.

- **Town Condo Contamination**

- Renovation has picked up steam as painting is complete and flooring is in progress. Kitchen and bathroom cabinets and fixtures and window coverings are next.

- **Model Metro District Service Plan**

- Janet Aluise, Michael Sawyer and I have met with outside counsel Bob Cole and Financial Analyst James Mann of Ehlers to discuss all the various elements that should be present in a quality service plan and how the proposal from River Valley Metro District measures up. We will have a phone conference with the proponent next week.

- **Human Resources Consulting**

- Needless to say, the pandemic has impacted our progress on reporting our survey findings to our employees and planning to address our needs. ILG has been helpful in drafting some HR policies and procedures incorporating the new Federal "Families First Coronavirus Response Act" into our Town policies.

- **I-70 Interchange Grant Award**

- The Town has been awarded a Multimodal Options Fund (MMOF) grant for the Town of Silt Pedestrian Overpass Project, in the amount of \$201,599.75 from IMTPR. The Town's match is 50% or \$201,599.75. This should bring us close to having the funds for a 20% design for the first phase of the interchange improvements that we seek.
- A second grant that we sought (Transportation Alternative Program) was not successful.

- **All Things COVID-19**

- Dealing with and responding to the influx of COVID-19 information has taken a lot of the staff's time. From understanding the rules around human resources, the various orders from state and Federal governments, the guidelines for staying safe, selecting a remote meeting provider and how to effectively manage a remote meeting, it has been a challenge! Please see the attached newsletter for additional info on what the Town staff has been up to.

- **Silt News!**

- Attached for your reading pleasure.....



March 22, 2020

News You Can Use!

Town to Conduct First Remote Board of Trustees Meeting on Monday Night

Silt's Board of Trustees (BoT) last Tuesday night passed a resolution that gives them the ability to meet remotely during times of emergency. The BoT took the action in order to maintain "social distancing" among citizens, the Board and Town staff, and since Town Hall has been closed for the same reasons.

The Board explained that because it values and considers citizen input significant to its work, tech options used for such meetings must include the public. Town staff has been evaluating a number of different tech options and has settled on a service called Zoom. Participants will either "link" in or call in and be able to hear and/or see the proceedings, as well as make a public comment during that time in the agenda. Monday night's meeting will be broadcast, as usual, on community television, as well at <https://www.townofsilt.org/>, "Livestream Broadcast" in the left hand column. The Town's Planning and Zoning Commission and VALE Committee will also use this technology.

The Work Session will begin at 5:30 and focus on **Metro District pros and cons** and the Regular Meeting will begin at 7. Regular Meeting topics include **Mountain Waste's semi-annual report, the nullification of Gypsum Ranch's pre-annexation agreement request and the presentation of the Town's financial picture.**

Specific information on how to participate in the meeting can be found below and on the Town of Silt website at www.townofsilt.org.

Topic: Work Session/BOT Meeting 3/23/20 5:30 pm

Time: Mar 23, 2020 05:30 and 7 PM Mountain Time (US and Canada)

Join Zoom Meeting

<https://zoom.us/j/134706150>

Meeting ID: 134 706 150

One tap mobile

+13462487799,,134706150# US (Houston)

+16699009128,,134706150# US (San Jose)

Dial by your location

+1 301 715 8592 US

Meeting ID: 134 706 150

Should you need assistance, please call Town Hall at 970-876-2353

Food Assistance for Those in Need

Below is the schedule for LIFT UP food distribution this week across the county. The normal Grand Ave pantry location for LIFT UP and the New Castle pantry at the River Center are not conducive to a drive through system and have been discontinued.

Volunteers are needed for this effort and folks who want to volunteer should contact

Waylon@liftup.org.

Food Pantries:

Those in need are encouraged to stop by the following locations for a new “drive-through” format where they will be provided with a pre-packed emergency food box. Please see <https://www.liftup.org/7-food-pantries> for more information.

NEW CASTLE

When: Wednesdays & Fridays 9:00 a.m. – 1:00 p.m.

Where: 126 North 4th Street, New Castle, CO 81647

Contact: 970-984-2115 newcastle@liftup.org

RIFLE

When: Tuesdays – Thursdays 9 a.m. – 4 p.m., closed 12 – 1 p.m. • Friday 9 a.m – 4 p.m, closed 12 – 2 p.m.

1st Friday of the month 4 – 7 p.m.

3rd Saturday of the month 9 a.m. – noon

Where: 800 Railroad Avenue, Rifle, CO 81650

Contact: 970-625-4888 rifle@liftup.org

PARACHUTE

When: Tuesdays – Fridays • Noon – 3 p.m.

Where: 201 East 1st Street, Parachute, CO 81635

Contact: 970-285-0221 parachute@liftup.org

For Seniors Food Needs: Judy Martin, with Garfield County Senior Services suggests that seniors with food needs call 970-665-0041. She also points out that all valley City Markets will be open exclusively for seniors between at 6 – 7 AM every day. Generally, though, she encourages seniors to stay home as much as possible and take care of themselves.

SILT RESPONDS TO COVID-19 CONCERNS

All essential Town of Silt services are still being provided

The Town of Silt has taken a number of steps to deal with the spread of Covid-19.

Among them:

- Town Hall has been closed, effective Monday, March 16, until at least April 8th. The Town Center is also be closed. The purpose for these closures is to insure the safety of our citizens and employees. If Town employees are sick, they cannot look after the needs of its citizens.
- The Silt Board of Trustees (BoT) in an emergency meeting on Tuesday night passed measures to help the Town operate.
 - Declared a state of emergency to make the Town eligible for Federal or state funding later,
 - Eased some emergency spending limitations,
 - Entered into a memo of understanding with neighboring towns to share resources and expertise,

- Be able to conduct remote meetings, complete with public access and comment. Town employees are participating in regional briefings on the crisis with other leaders, including the Garfield County Health Department.
-
- Utility bills will be sent out as usual, but the Town will not shut off service for delinquency for the duration of the COVID-19 emergency.
-

Essential Town Services Still Provided

All essential Town services, including police, water/wastewater, and public works operations are still being provided, as usual. Residents may conduct any other business with the Town by phone or online. Residents are encouraged to call the department or office with which they wish to conduct business for information on how to interact with that government function.

Online services are available as usual at Xpress Bill Pay at www.xpressbillpay.com or to drop payments into the box provided outside of Town Hall.

A complete contact list for Town departments and offices is available at www.townofsilt.org and at the end of this newsletter.

Garfield County Public Health updates pertaining to coronavirus are available online at www.garfield-county.com. Residents are encouraged to subscribe to the Garfield County Emergency Management feed at www.garfieldcounty.net, on which information is being updated as it comes in from state and local agencies. Residents can also register to receive emergency notifications from the Garfield County Emergency Communications Authority at <https://garco911.com>.

CO-HELP is the state of Colorado's call line for the coronavirus. People who have general questions about COVID-19 can call CO HELP at 303-389-1687 or 1-877-462-2911, for answers in many languages, or email them at COHELP@RMPDC.org for answers in English.

Some events, services postponed

- Silt Youth Soccer has been postponed and the spring season likely cancelled.
- All Silt Senior Programs meals and group activities have been suspended for the time being, and transportation service on the Traveler is reduced.

- Silt's annual April clean-up has been postponed and may be re-scheduled for the fall.
- Easter Egg Hunt has been cancelled.
- "Silt of Sale" Garage Sale event has been cancelled.
- Torch Run has been cancelled.

Additional future events will be re-evaluated as information on COVID-19 continues to evolve.

Do Your Part to Stem the Spread of COVID-19

Garfield Public Health is recommending prevention strategies to reduce the spread of illness, such as handwashing, avoiding others who are ill, maintaining social distance of six feet between people, staying at home if sick and canceling large events.

The most effective way to shorten the cycle of the COVID-19 virus is to be diligent about practicing social distancing – reducing or eliminating gatherings that actually spread the virus in the community.

For the latest information regarding protecting yourself and your family from the Corona Virus, please go to the Garfield County Health website at <https://www.garfield-county.com/public-health/novel-coronavirus/>.

TOWN OF SILT INSTALLS EV CHARGING STATION

The Town of Silt last week installed an electric vehicle (EV) charging station on 7th Street, just south of Main Street. The station, made possible by a grant from the Colorado Energy Office (CEO) Charge Ahead Colorado electric vehicle (EV) charging infrastructure grant program, was finished last week and already has some enthusiastic support, as evidenced by at least one user.

The Town expressed interest in obtaining a charging station in an effort to increase consumer traffic in its downtown core and to entice EV users to frequent its shops and restaurants while charging their vehicles. Those traveling through will find the station on the "ChargePoint" charging station registry.

The Town had major assistance in applying for the grant from Garfield Clean Energy (GCE) and Clean Energy Economy for the Region (CLEER). The grant was applied for last year, the match budgeted for 2020, and the work scheduled earlier this year. The

unit, all of the hardware and support was purchased through National Car Charging, LLC of Denver and installed by Alliance Electric Solutions, Thornton.

Charge Ahead Colorado's program objectives include improving air quality, encouraging deployment of EVs across the state, and supporting implementation of the [Colorado Electric Vehicle Plan](#). Since its inception in 2013, the Charge Ahead Colorado program has made awards for more than 930 EV charging stations across the state.

The total cost of the project is \$14,178 with the grant covering \$9,000, leaving the cost to the town \$5178.

For those considering using the unit, it is a CT4021 level 2 commercial charging station.

Questions about Town of Silt operations? We're here to help!

For comments or questions regarding:

- Streets, parks, playgrounds, bridges, irrigation system, bulk water machines and more, contact Public Works Director Trey Fonner at trey@townofsilt.org.
- Concerts, events, planning and zoning, building in Silt, contact Community Development Director Janet Aluisse at janet@townofsilt.org.
- Town Ordinances, election laws, liquor licensing, Town records, Skyline Cemetery, contact Town Clerk Sheila McIntyre at Sheila@townofsilt.org.
- Utility billing questions regarding water, wastewater, irrigation or trash, contact Janey Dyke at jdye@townofsilt.org.
- Police concerns including traffic and crime, contact Chief Mike Kite at mkite@townofsilt.org.
- Water and wastewater, contact Utilities Director Jack Castle at jackc@townofsilt.org.
- Opportunity Zones, Economic Development or anything else the Town is involved in, contact Town Administrator Jeff Layman at jlayman@townofsilt.org.



March 28, 2020

News You Can Use!

Business Relief Resources

NEW! See How the Federal Stimulus Can Support Small Businesses and Nonprofits!

<https://ntcic.com/news-blog/federal-stimulus-small-business-support/>

The additional below link includes a few resources for employees and businesses in the wake of the COVID-19 spread in Colorado. This information is on the Garfield County Economic Development website. Please click on:

<https://www.garfield-county.com/economic-development/business/>

Support Silt Local Business

The devastating effects of the COVID-19 outbreak are already weighing heavily on our friends, families, neighbors, and community. Other communities are rallying together to support local businesses and establishing grassroots efforts in this time of crisis.

People are buying gift cards, ordering take out, pre-paying for services, and more to assist their beloved local businesses. Here are just some of the many examples of how communities in the American West are supporting their local businesses and communicating their creative response efforts.

- In Laramie, WY the Main Street organization is giving away gift cards each week to randomly selected community members who enter a drawing.
- Grand Junction has opened up free downtown parking spots designated for restaurant pickups. Additionally, one of the most loved local businesses in Grand Junction, Enstrom's Candies, is offering free boxes of toffee for participating restaurants, retailers, and service businesses whose customers spend \$10 or more during the outbreak.
- Montrose is hosting virtual activities that include business Zoom meetings, "Montrose Dines-in (with Takeout)" Facebook events, and "Montrose Buys Local" efforts to stimulate safe local purchases each week.

- Glenwood Springs's local newspaper the Post Independent is hosting a free online sales platform so that businesses without an online presence can easily set up a website and begin selling gift cards online. The platform is called Ecwid.com.
- Longmont is gathering input from their downtown property owners and tenants - many of whom are local businesses - to understand how to best proactively support them in meaningful ways such as property tax leniency.
- In Hamilton, MT, the Downtown Association has created and shared an up-to-date list of businesses and restaurants still open for pickup and delivery.

What ideas do you have? What can we in Silt, Colorado do to support our cherished local businesses?

Contact us at jlayman@townofsilt.org or call 970-876-2353 x 101!

THANKS TO OUR HOMETOWN HEROES!

While our local police officers, firefighters and teachers are rightly and routinely praised for their value in the public service sector, the skilled workers who provide clean drinking water at the tap and treat wastewater often go unnoticed. In Silt, our dedicated corps of Water/Wastewater (W/WW) Operators are “silent everyday unsung heroes” who are on the front lines of protecting Silt citizens, guests and merchants health and well-being.

Silt’s W/WW Operators are fully on-duty and on-site during the COVID-19 crisis insuring that Silt has enough clean water for drinking, cooking and bathing—not to mention effective “hand washing hygiene”.

“We have millions of dollars in equipment, fixtures and brick and mortar, but if we don’t have a highly trained and effective workforce it doesn’t matter,” Silt Town Administrator Jeff Layman said. “These are great people who care passionately about what they do for the people of Silt.”

He said he’s learned a lot about the industry from W/WW veterans Director Jack Castle and Operators Lannie Carlson, Dano McCue, Zubin Falberg and Mike Russo, not to mention Utilities Billing Clerk Janey Dyke. The most important thing he’s learned, he said, is to “stay out of the way and let the pros do what they do best”.

Another thing Layman has learned is that there will be a 30 to 40% decrease in skilled Operators in the United States over the coming years as the aging workforce retires. “We really need to step up our education and recruiting efforts. This is a very rewarding career choice”.

The Town finished a Water/Wastewater/Irrigation Master Plan last year that calls for over \$20 Million in improvements over the next 20 years—starting with water distribution and wastewater collection projects this summer and fall.

Water and wastewater operations are among the most important services the Town of Silt provides for its folks. Next time you wash your hands or flush the toilet, take a second to consider the fine crew of dedicated Silt Water and Wastewater professionals who are on duty!

Speaking of Wastewater!

DON'T THROW THIS IN YOUR TOILET



The Dirty Dozen
These items should never be flushed down the toilet

When these items are flushed down the toilet they can cause problems in our homes, wastewater treatment network and the environment

 Cotton Buds	 Baby Wipes	 Facial Wipes
 Cleansing Pads	 Toilet Roll Tube	 Medicines
 Cigarettes	 Plasters	 Nappies
 Tampons	 Tampon Applicator	 Sanitary Pads

Please put these items in the bin and not down the toilet

Join the campaign at www.thinkbeforeyouflush.org

Help to beat the Dirty Dozen & support Think Before You Flush

    @CleanCoasts #thinkbeforeyouflush www.thinkbeforeyouflush.org   

Think Before You Flush is operated by An Taisce's Clean Coasts programme and is supported by Irish Water

Town Conducts First Remote Board of Trustees Meeting; Declared Success

Silt's Board of Trustees (BoT) last Monday night conducted their first ever virtual board meeting, made possible by an emergency resolution passed last week that gives them the ability to meet remotely during times of emergency. The technology used for the meeting is Zoom Video Conferencing. Town staff spent time testing and practicing with the solution before going live. According to most participants, it worked well. A few bugs in the interface with Public Television Channel 10 remain, but are thought to be able to be resolved in time for the board's April 13th meeting.

The BoT took the action in order to maintain “social distancing” among citizens, the Board and Town staff, and since Town Hall has been closed for the same reasons.

The Board explained that because it values and considers citizen input significant to its work, tech options used for such meetings must include the public.

Participants either “link” in or call in and be able to hear and/or see the proceedings, as well as make a public comment during that time in the agenda.

Meetings will also continue to be broadcast, as usual, on community television, as well at <https://www.townofsilt.org/>, “Livestream Broadcast” in the left hand column. The Town’s Planning and Zoning Commission and VALE Committee will also use this technology.

Town employees Amie Tucker, Hope Stewart and Sheila McIntyre worked to set up the system and to insure that the Town’s statutory integrity was maintained.

Specific information on how to participate in future meetings can be found below and on the Town of Silt website at www.townofsilt.org.

Food Assistance for Those in Need

Food Access

High-risk seniors are encouraged to minimize public exposure when possible. Some options to help limit exposure are:

- City Market’s grocery pick up (the first three are free).
- City Markets will also be open exclusively for seniors between at 6 – 7 AM every day.
- Walmart grocery pick up (free).

If you are unable to use these resources and need assistance to access food, please call Garfield County Senior Programs Manager Judy Martin at 970-665-0041. She may be able to coordinate food delivery to at-risk seniors, if required.

Food Pantries

Those in need are encouraged to stop by the following locations for a new “drive-through” format where they will be provided with a pre-packed emergency food box. Please see <https://www.liftup.org/7-food-pantries> for more information.

Volunteers are needed for this effort and folks who want to volunteer should contact Waylon@liftup.org.

SILT RESPONDS TO COVID-19 CONCERNS

The Town of Silt has announced measures to help its citizens deal with the impacts of the COVID-19 crisis. Town Administrator Jeff Layman reported to the Board of Trustees last Monday night that the Town has suspended shut-offs on delinquent water/wastewater accounts and is looking into the possibility of offering deferred payment plans with residents so

that they can catch up later. Mr. Layman stated that staff is also researching the ability to defer business taxes, granting possible payment extensions or any other tax relief on items such as lodging and use taxes. Staff is reviewing the Town Charter and Municipal Code regarding these options in an effort to help identify ways to help our citizens with the Board's permission.

Since the Town's water/wastewater operations are "enterprise funds" and have outstanding bonds to be paid, Attorney Mike Sawyer explained that the Town would have to be careful in how we proceed, as there are certain limits on what enterprise funds can and cannot do so that we do not violate TABOR or the commitments under our bonds.

Still, there may be some flexibility and Trustee Sam Walls suggested that the Town's staff get a rough estimate of how much in deferrals it would take to cause the Town to be concerned. Mayor Richel stated that he would be in favor of moving forward based on the advice of our attorney to see what we can do for our citizens. He also suggested that the Town look into waiving any penalties for late payments. The staff will be researching these and other ideas.

Essential Town Services Still Provided

All essential Town services, including police, water/wastewater, and public works operations are still being provided, as usual. Several Town employees are working remotely. Residents may conduct any other business with the Town by phone or online. Residents are encouraged to call the department or office with which they wish to conduct business for information on how to interact with that government function.

Online services are available as usual at Xpress Bill Pay at www.xpressbillpay.com or to drop payments into the box provided outside of Town Hall.

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CO-HELP is the state of Colorado's call line for the coronavirus. People who have general questions about COVID-19 can call CO HELP at 303-389-1687 or 1-877-4622911, for answers in many languages, or email them at COHELP@RMPDC.org for answers in English.

Also of Assistance.....

Pastor James Legg of the First Baptist Church of Garfield County in Silt reports that although the church is closed for regular services and other gatherings, they are meeting virtually over Facebook and Zoom. He offers his congregation's assistance in picking up necessities for those restricted to home and to provide hope and reassurance to anyone who needs it. Pastor Legg can be reached at the church, 970-876-2930 or Pastor Legg directly at 970 618-9313 or pastorsilt@gmail.com.



TOWN OF SILT PLAYGROUNDS ARE CLOSED UNTIL FURTHER NOTICE



www.townofsilt.org

Questions about Town of Silt operations? We're here to help!

For comments or questions regarding:

- Streets, parks, playgrounds, bridges, irrigation system, bulk water machines and more, contact Public Works Director Trey Fonner at trey@townofsilt.org.
- Concerts, events, planning and zoning, building in Silt, contact Community Development Director Janet Aluise at janet@townofsilt.org.
- Town Ordinances, election laws, liquor licensing, Town records, Skyline Cemetery, contact Town Clerk Sheila McIntyre at Sheila@townofsilt.org.
- Utility billing questions regarding water, wastewater, irrigation or trash, contact Janey Dyke at jdye@townofsilt.org.
- Police concerns including traffic and crime, contact Chief Mike Kite at mkite@townofsilt.org. □
Water and wastewater, contact Utilities Director Jack Castle at jackc@townofsilt.org.
- Opportunity Zones, Economic Development or anything else the Town is involved in, contact Town Administrator Jeff Layman at jlayman@townofsilt.org.



TOWN OF SILT
STAFF REPORT

Date: March 30, 2020

To: Mayor and Board of Trustees

From: Amie Tucker, Treasurer

Tasks Completed in January

- Payroll
- Retirement contributions (FPPA & CRA)
- Payroll tax payments (State & Federal)
- Accounts Payable
- Reconcile Bank Statements
- Journal Entries
- Financial Statements
- Sales Tax
- Monthly Disbursements
- Attended Senior Programs Meeting
- Completed HUTF yearly report
- Completed CTF yearly report
- FPPA contributions audit
- Zoom meeting research, practice runs and hosting for staff meetings and Board Meetings

Water, Waste Water Memo

Activities March /April 2020

Jeff, Town Administrator

From: Jack Castle, Utilities Director

WASTE WATER

- Wasted 4 loads of sludge
- Ran Lab, Dailies, weeklies, DMR
- Housekeeping
- Changed filters on blowers
- Settle meter test, TSS' on AB's and Digesters weekly
- Lift stations were checked at Camp Colorado and Holiday Inn

WATER

- Rotate Acid and CL2 MCIPs on skids 1 and 2 daily
- Gather dailies/ monthly samples
- Turbidity meters cleaned
- Weekly Lab
- Standard Acid and Cl2 MCIP's preformed on each skid.
- House keeping
- 2 raw water pumps failed, taken to Grand Junction for repairs

DISTRIBUTION

- Meters were read
- 7-meter pits must be dug up (spring?)
- Field testing/Hydrant flushing (weather permitting)
- Installed one MXU for \$133.90

PLEASE NOTE THAT DUE TO METER READING, DISTRIBUTION'S MONTH RUNS FROM MARCH 17TH TO APRIL 17TH

MEMORANDUM

TO: Jeff Layman, Town Administrator
FROM: Janet Aluise, Community Development Director
DATE: April 6, 2020

Please accept this memo as a monthly report for March 9, 2020 to April 12, 2020:

Studies/Master Plans/Research

2018 ICC Codes Revisions
Metro District Review
Census Advertising and Outreach
Painted Pastures Sketch Applications

Pre-Application Conferences/Submittals

Scholler SUP Application

Building Department

Remote Building Permit Issuance
Remote Contractor Licensing, BEST Tests
Permit Issuance (13)
Golden Gate Irrigation & Cert. of Occupancy

Administration

Staff meetings (6)
LED Sign Requests (14)
Website Revisions for 2020 (All departments)
P & Z meeting minutes
Business Licenses/Contractor Licenses
Review of Budget Cut-Backs

Agreements

Village at PP Infrastructure Improv. Agreement
Highlands at PP Subdivision Improv. Agreement
Village at PP Annexation & Develop. Agreement
Highlands at PP Annexation & Develop. Agreement

Recreation

Notices to Parents on Season Suspension
Season Waivers

Meetings/Events

P & Z & BOT Workshops/Meetings (4)
RMLUI Conference
Numerous Metro District Staff Meetings
IWorQ training
Census Meetings
Regional Public Information Meetings

Economic Development

Aspen/Parach.C-19 Econ. Dev. Response

Subdivisions

Stoney Ridge Phase II Letter of Credit

Resolutions

None (processing those written early Feb.)

Ordinances

Ord. 9, Highwater Farm Lease

Special Events

Suspensions

**TOWN OF SILT
MINUTES FOR
PLANNING & ZONING COMMISSION MEETING
TUESDAY, MARCH 3, 2020, 6:30 P.M.**

Call to Order

Chair Classen called the meeting to order at 6:30 p.m.

Roll Call

Present: Chair Chris Classen
 Vice Chair Lindsey Williams
 Commissioner Eddie Aragon
 Commissioner Marcia Eastlund
 Commissioner Joelle Dorsey
 Alternate Commissioner Brittany Cocina

Absent: Alternate Commissioner #2

Also present at the meeting was Community Development Director Janet Aluise.

Pledge of Allegiance

At 6:30 p.m., the Commission cited the Pledge of Allegiance.

Public Comments

There were no public comments.

Conflicts of Interest

There were no stated conflicts of interest.

Tab 2 - Consent Agenda

At 6:31 p.m., Vice Chair Williams made a motion to approve the February 18, 2020 Planning & Zoning Commission meeting minutes, as written. Commissioner Eastlund seconded the motion and the motion carried unanimously.

Agenda Changes

There were no agenda changes.

Tab 3 – Garfield County Referral – Ruiz Minor Subdivision

At 6:32 p.m., Director Aluise reviewed the staff memo for the Commission, stating that the applicants, Esau Ruiz and Samuel Ruiz, propose a minor subdivision of a 35.879-acre parcel

(Parcel # 2179-094-00-002), into three lots measuring 9.789 acres (west lot); 10.015 acres (east lot); and 16.075 acres (middle lot). She explained that the applicants are building a single family home on the portion of the property known as Lot 2, and have requisite permit for that domestic well and septic system. The Town's main concern center around the proximity of these lots to the Silt River Preserve, she stated, as the wildlife conservation easement managed by the Town of Silt and the Aspen Valley Land Trust seeks to preserve wildlife habitat, native and soil-preserving vegetation, and recreational opportunities for the Town residents. These new single-family parcels have great potential to create conflicts with the Silt River Preserve, with respect to fencing, cats, dogs, and weeds. Loose dogs and household/feral cats in the Silt River Preserve could potentially wipe out mammal and bird species. As well, activity on these properties could disrupt the eagle nesting on the Silt River Preserve, as the properties fall within the buffer zone.

At 6:47 p.m., the Commission had consensus for Director Aluise to send to Garfield County a letter that details the Town's concerns about the application, included in the staff mem.

Old Business

There was no old business.

New Business

There was no new business.

Other Business

There was no other business.

Future Business

There was no future business.

Commissioner and Staff Comments

There were no Commissioner or staff comments.

Adjournment

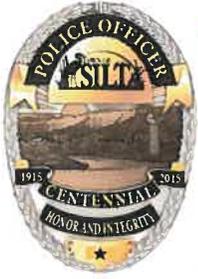
At 6:57 p.m., Commissioner Eastlund made a motion to adjourn. Commissioner Aragon seconded the motion, and the motion carried unanimously.



Chairman Chris Classen



Community Development Director Janet Aluise



SILT POLICE DEPARTMENT

231 North Seventh Street / PO Box 70 / Silt CO 81652
Phone: 970-876-2735 / Fax: 970-876-0205

To : Jeff Layman
From : Chief Kite
Re: Monthly Activity Report , March 31 2020

In the month of March 2020 the Silt Police Department had 347 calls for service.

37 penalty assessment tickets were issued for traffic violations.

90 warnings were issued for infractions of the law.

26 calls for service were related to Animal Complaints.

There were also 19 arrest made by the Silt police Department for criminal charges in the month of February and 0 Juvenile arrest.

At the end of March 2019, the total number of calls for service was 359

There were 1 K9 deployments and 1 find.

The Silt Police Department is taking all precautions to protect the town and them self's.

Community relations

We helped distribute food at Senior Housing.

No further information at this time. If you have any questions please contact me.

Chief Kite

A handwritten signature in black ink, appearing to be "M. Kite", written over the name "Chief Kite".

A handwritten signature in blue ink, appearing to be "D. Layman", located in the bottom right corner of the page.

JAN FEB MAR APR MAY JUN JUL AUG SEP OCT NOV DEC TOTAL

Incidents 2020	338	291	347												976
INCIDENTS 2019	446	365	359	408	459	480	441	494	324	381	327	327			4403
Cases 2020	30	16	24												70
CASES 2019	16	29	19	23	28	31	21	32	25	34	22	16			273
Animal 2020	18	11	26												55
ANIMAL 2019	12	13	24	23	29	21	25	19	18	19	26	23			229
Adult Arrests 2020	36	22	19												77
ADULT ARRESTS 19	12	22	12	20	21	37	25	30	12	30	31	32			264
Juvenile Arrests 2020	1	1	0												2
JUVENILE ARRESTS 19	2	5	0	0	0	3	4	3	2	1	3	0			23
Tickets 2020	43	44	37												124
TICKETS 2019	60	43	42	29	62	58	78	52	22	53	42	29			541
Warnings 2020	74	92	90												256
WARNINGS 2019	111	100	90	48	104	124	100	97	60	107	88	30			1012



Date: April 3, 2020

To: Mayor, Trustees and Administrator Layman

From: Sheila McIntyre, Town Clerk/ Municipal Court Clerk

Re: Staff report for March 2020

Town Clerk duties:

- Misc research for staff members
- Attended staff meetings
- Signed A/P and payroll checks
- Emailed various public notices to newspaper
- Meeting with water/wastewater, public works and Janey re: process
- Posting info re: COVID-19
- Prepare Trustee vacancy ad
- Researched liquor info for citizens
- Attended Heyday meeting
- Reviewed marijuana license
- Index filing
- Attended work session and BOT meetings
- Prepared directives list
- Met with Administrator re: various items
- Took deposits to bank on regular basis, Micro Plastics, DMV & locksmith
- Prepared and sent out BOT packets
- Met with citizen re: liquor license
- Follow up on meetings and transcribed minutes
- Customer service in office
- Signed 2020 business licenses
- Purged old records
- Misc meetings, prep and action taken re: COVID-19
- Prepared for and attended special BOT meeting to address COVID-19
- Prepared things to work remotely
- Test meetings with Zoom
- Prepared notices to taxing districts for Painted Pastures application
- Prepared COVID-19 response plan for Jeff

Municipal Court & Police Dept. duties:

- Prepared court docket and files for Prosecuting Attorney, Judge and YouthZone
- Input municipal tickets and parking tickets along with payments
- Correspondences with Prosecuting Attorney & Judge regarding cases and plea deals
- Assist with phone calls regarding tickets and court appearances
- In contact with Judge and Prosecuting Attorney re: cancelling court due to COVID-19
- Released bench warrant and OJW's
- Took test to renew my CCIC credentials
- March court cancelled, contacted defendants on docket to reschedule
- Assisted Judge with Administrative Order re: COVID-19



Public Works Department

Trey H Fonner

Public Works Director

Memo

To: Jeff Layman, Town Administrator

From: Trey Fonner, Public Works Director

Cc: File

Date: April 1, 2020

Subject: Public Works Department Report

The following department report is a snapshot of some of the tasks and projects the Public Works staff has undertaken over the past several weeks.

- ❖ New Evidence room for the Police
- ❖ Finish breakroom at Town Hall
- ❖ Replace wastewater line behind 330 Grand Ave.
- ❖ Remove sander and snow plow from 309 and 216
- ❖ Rebuild Willow irrigation pump station
- ❖ Replace door on old shop into Recreations area
- ❖ Street sweeper operations
- ❖ Work on Building departments explorer
- ❖ Work on electric and water at Silt River Preserve
- ❖ Patch potholes though out Town
- ❖ Start to shut in irrigation system
- ❖ Meeting with High water farms at Silt River Preserve
- ❖ Staff meetings
- ❖ Installation of Car charging station
- ❖ Training on Car charging system
- ❖