

**TOWN OF SILT  
SPECIAL PLANNING AND ZONING COMMISSION AGENDA  
WEDNESDAY, APRIL 8, 2020 6:30 P.M.  
MUNICIPAL COUNCIL CHAMBERS  
REMOTE ZOOM MEETING**

ESTIMATED TIME	ELECTRONIC AGENDA ITEM	PUBLIC HEARING/ ACTION	ELECTRONIC LOCATION AND PRESENTOR
	<b>Agenda</b>		Tab 1
<b>6:30 P.M.</b>	<b>Call to Order</b>		Chair Classen
	<b>Roll Call</b>		Chair Classen
	<b>Pledge of Allegiance</b>		Chair Classen
<b>6:32 P.M.</b>	<b>Consent agenda</b> Minutes of the March 3, 2020 P & Z Meeting	<b>Action Item</b>	Tab 2 Chair Classen
<b>6:35 P.M.</b>	<b>Public Comments</b> - A "Sign In Sheet" is available in the Council Chambers. <b>Each speaker will limit comments to no more than three (3) minutes, with a total time of 30 minutes allotted to public comments, pursuant to Section 2.28.020 of the Silt Municipal Code</b>		Chair Classen
<b>6:38 P.M.</b>	<b>Conflicts of Interest</b>		Chair Classen
<b>6:39 P.M.</b>	<b>Agenda Changes</b>		Chair Classen
<b>6:40 P.M.</b> 20 minutes	<b>Ordinance 5, Series of 2020, AN ORDINANCE ANNEXING THAT CERTAIN PROPERTY KNOWN AS THE HIGHLANDS AT PAINTED PASTURES ANNEXATION, A 41.743-ACRE PARCEL NORTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF BOTH THE CAMARIO PLANNED UNIT DEVELOPMENT AND THE HEAVENLY VIEW SUBDIVISION WITHIN GARFIELD COUNTY, STATE OF COLORADO</b>	<b>Public Hearing (Continuance Requested)</b>	Tab 3 Director Aluise
<b>7:00 P.M.</b> 10 minutes	<b>Ordinance 6, Series of 2020, AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ZONING AS R-2, GENERAL RESIDENTIAL DISTRICT, CERTAIN ANNEXED LAND KNOWN AS THE HIGHLANDS AT PAINTED PASTURES ANNEXATION, A 41.473-ACRE PARCEL NORTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF BOTH THE CAMARIO PLANNED UNIT DEVELOPMENT AND THE HEAVENLY VIEW SUBDIVISION, WITHIN THE TOWN OF SILT, GARFIELD COUNTY, STATE OF COLORADO</b>	<b>Public Hearing (Continuance Requested)</b>	Tab 4 Director Aluise
<b>7:10 P.M.</b> 30 minutes	<b>Resolution 16, Series of 2020, A RESOLUTION OF THE TOWN OF SILT, COLORADO ("TOWN") APPROVING A SKETCH PLAN FOR THE VILLAGE AT PAINTED PASTURES MINOR SUBDIVISION, 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</b>	<b>Public Hearing</b>	Tab 5 Director Aluise
<b>7:40 P.M.</b>	<b>Rocky Mountain Land Use Institute Training</b>	<b>Info Item</b>	Tab 6
<b>7:40 P.M.</b>	<b>Old Business</b>		
<b>7:45 P.M.</b>	<b>New Business</b>		
<b>7:50 P.M.</b>	<b>Future Business</b>		
<b>7:55 P.M.</b>	<b>Commissioner Comments</b>		
<b>8:00 P.M.</b>	<b>Adjourn</b>		

The next regularly scheduled meeting of the Silt Planning & Zoning Commission is tentatively set for Tuesday, May 5, 2020, at 6:30 p.m. Items on the agenda are approximate and intended as a guide for the Planning and Zoning Commission. "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 Town of Silt at 876-2353. Please be aware that this agenda is given to the public and to the Commission in electronic form. If you require a hard-copy, please request one before or after the scheduled meeting. Normal Town copying charges may apply. Thank you.

**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.

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Chairman Chris Classen

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Community Development Director Janet Aluise

**TOWN OF SILT  
ORDINANCE NO. 5  
SERIES OF 2020**

**AN ORDINANCE ANNEXING THAT CERTAIN PROPERTY KNOWN AS THE HIGHLANDS AT PAINTED PASTURES ANNEXATION, A 41.743-ACRE PARCEL NORTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF BOTH THE CAMARIO PLANNED UNIT DEVELOPMENT AND THE HEAVENLY VIEW SUBDIVISION WITHIN 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 (hereinafter “Owner”), 8191 E. Kaiser Boulevard, Anaheim, California 92808 is the owner of real property comprised of a 41.743-acre parcel north of the existing Painted Pastures Subdivision and east of both the Camario Planned Unit Development and the Heavenly View Subdivision, 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 Highlands 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 10, 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. 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**, on or about April 13, 2020 and April 27, 2020, the Board hereby finds that the Highlands 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 “Highlands 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 13<sup>th</sup> day of April, 2020.

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

TOWN OF SILT

\_\_\_\_\_  
Mayor Keith B. Richel

ATTEST:

\_\_\_\_\_  
Town Clerk Sheila M. McIntyre, CMC

## EXHIBIT A LEGAL DESCRIPTION

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE1/4SW1/4) OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW1/4) OF SAID SECTION 2: BEGINNING AT THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN RECEPTION NO. 270366 OF THE RECORDS OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO WHENCE THE SOUTHWEST CORNER OF SAID SECTION 2 BEARS SOUTH 89°14'53" WEST 1325.13 FEET; WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE TO A BEARING OF EAST ON THE CENTERLINE OF GRAND AVENUE IN THE TOWN OF SILT, COLORADO; THENCE NORTH 00°48'40" WEST 191.16 FEET ALONG A FENCE LINE AND ALONG THE EAST LINE OF SAID PARCEL DESCRIBED IN RECEPTION NO. 270366; THENCE ALONG A FENCE LINE THE FOLLOWING COURSES: NORTH 00°48'40" WEST 70.84 FEET; THENCE NORTH 00°41'47" WEST 121.57 FEET; THENCE NORTH 00°28'37" WEST 521.55 FEET; THENCE NORTH 00°30'02" WEST 410.00 FEET ALONG SAID FENCE LINE AND ALONG A NORTHERLY EXTENSION OF SAID FENCE LINE TO THE NORTH LINE OF SAID SW1/4 OF THE SW1/4 OF SECTION 2; THENCE NORTH 89°48'14" EAST 14.05 FEET TO THE NORTHEAST CORNER OF SAID SW1/4 OF THE SW1/4 OF SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF SW1/4SW1/4 OF SECTION 2 TO THE NORTHERLY RIGHT-OF-WAY LINE OF A COUNTY ROAD AS BUILT AND IN PLACE; THENCE SOUTH 89°31'20" WEST 22.81 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

AND CONTAINING 41.743 ACRES, MORE OR LESS; HAVE BY THESE PRESENTS ANNEXED THE PROPERTY SHOWN HEREON AND DESIGNATED AS ANNEXATION OF THE HIGHLANDS AT PAINTED PASTURES, IN THE TOWN OF SILT, COUNTY OF COLORADO.

**TOWN OF SILT  
ORDINANCE NO. 6  
SERIES OF 2020**

**AN ORDINANCE OF THE TOWN OF SILT, COLORADO, ZONING AS R-2, GENERAL RESIDENTIAL DISTRICT, CERTAIN ANNEXED LAND KNOWN AS THE HIGHLANDS AT PAINTED PASTURES ANNEXATION, A 41.473-ACRE PARCEL NORTH OF THE EXISTING PAINTED PASTURES SUBDIVISION AND EAST OF BOTH THE CAMARIO PLANNED UNIT DEVELOPMENT AND THE HEAVENLY VIEW SUBDIVISION, 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 L.L.C. (hereinafter "Owner"), 8191 E. Kaiser Boulevard, Anaheim, California 92808, is the owner of certain 41.473-acre real property ("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 Highlands at Painted Pastures R-2 Zoning Application for the Subject Property, proposing a medium density zoning; and

**WHEREAS**, on or about February 18, 2020, the Planning & Zoning Commission ("Commission") considered the Highlands at Painted Pastures Annexation Application, Petition for Annexation, and Affidavit of Circulator, together with the proposed R-2 Zoning; 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 Highlands at Painted Pastures Annexation and associated R-2 zoning; and

**WHEREAS**, on or about February 24, 2020, the Board approved Resolution 10, 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 12, 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 1<sup>st</sup> Reading of Ordinance 5, Series of 2020, an ordinance approving the Highlands at Painted Pastures 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 1<sup>st</sup> Reading of Ordinance 6, Series of 2020, an ordinance approving the Highlands at Painted Pastures R-2 Zoning, 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 2<sup>nd</sup> Reading of Ordinance 5, 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 R-2 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; 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 Highlands at Painted Pastures R-2 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. Zoning. The Subject Property shall be considered and is hereby zoned R-2 General Residential District and shall be governed in conformity with the regulations contained in the Silt Municipal Code, and further shall be known as the Highlands at Painted Pastures.

Section 3. Zoning Location and Boundaries. The location and boundaries of the zone district established by this Ordinance for the Subject Property are as shown on the Zoning map, which shall be kept on file at the Town Hall.

Section 4. Zone District Maps. By adoption of this Ordinance, the Town has brought the Property under the Town' zoning ordinance and, by the adoption of this Ordinance, has authorized the amendment of the Town's zone district maps to include the Subject Property. The Town's zone district maps are currently on file at the Town Hall, in accordance with the Colorado Revised Statutes.

Section 5 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 13<sup>th</sup> day of April, 2020, and a public hearing ordered upon second reading on the 27<sup>th</sup> 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 27<sup>th</sup> day of April, 2020.

TOWN OF SILT

\_\_\_\_\_  
Mayor Keith B. Richel

ATTEST:

\_\_\_\_\_  
Town Clerk Sheila M. McIntyre, CMC

## Exhibit A Legal Description

THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER (SE1/4SW1/4) OF SECTION 2, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M.

TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL SITUATE IN THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER (SW1/4SW1/4) OF SAID SECTION 2: BEGINNING AT THE SOUTHEAST CORNER OF A PARCEL OF LAND DESCRIBED IN RECEPTION NO. 270366 OF THE RECORDS OF THE CLERK AND RECORDER OF GARFIELD COUNTY, COLORADO WHENCE THE SOUTHWEST CORNER OF SAID SECTION 2 BEARS SOUTH 89°14'53" WEST 1325.13 FEET; WITH ALL BEARINGS CONTAINED HEREIN BEING RELATIVE TO A BEARING OF EAST ON THE CENTERLINE OF GRAND AVENUE IN THE TOWN OF SILT, COLORADO; THENCE NORTH 00°48'40" WEST 191.16 FEET ALONG A FENCE LINE AND ALONG THE EAST LINE OF SAID PARCEL DESCRIBED IN RECEPTION NO. 270366; THENCE ALONG A FENCE LINE THE FOLLOWING COURSES: NORTH 00°48'40" WEST 70.84 FEET; THENCE NORTH 00°41'47" WEST 121.57 FEET; THENCE NORTH 00°28'37" WEST 521.55 FEET; THENCE NORTH 00°30'02" WEST 410.00 FEET ALONG SAID FENCE LINE AND ALONG A NORTHERLY EXTENSION OF SAID FENCE LINE TO THE NORTH LINE OF SAID SW1/4 OF THE SW1/4 OF SECTION 2; THENCE NORTH 89°48'14" EAST 14.05 FEET TO THE NORTHEAST CORNER OF SAID SW1/4 OF THE SW1/4 OF SECTION 2; THENCE SOUTHERLY ALONG THE EAST LINE OF SW1/4SW1/4 OF SECTION 2 TO THE NORTHERLY RIGHT-OF-WAY LINE OF A COUNTY ROAD AS BUILT AND IN PLACE; THENCE SOUTH 89°31'20" WEST 22.81 FEET ALONG SAID NORTHERLY RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

AND CONTAINING 41.743 ACRES, MORE OR LESS; HAVE BY THESE PRESENTS ANNEXED THE PROPERTY SHOWN HEREBY AND DESIGNATED AS ANNEXATION OF THE HIGHLANDS AT PAINTED PASTURES, IN THE TOWN OF SILT, COUNTY OF COLORADO.

**TOWN OF SILT  
RESOLUTION NO. 16  
SERIES OF 2020**

**A RESOLUTION OF THE TOWN OF SILT, COLORADO, APPROVING THE  
MINOR SUBDIVISION SKETCH PLAN FOR CERTAIN ANNEXED LAND  
KNOWN AS THE VILLAGE AT PAINTED PASTURES ANNEXATION, 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 area; and

**WHEREAS**, Raley Ranch Project, LLC, (hereinafter referred to as “Owner”) is the owner of real property (hereinafter referred to as “Subject Property”) described as a 9.223-acre parcel and a 2.001-acre parcel, known as Parcel # 217911100445 and Parcel # 217911100721, respectively, located 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, Owner submitted an Annexation Application, a Petition for Annexation, and an Affidavit of Circulator for the Subject Property, specifically described on Exhibit “A” attached hereto and known as the Village at Painted Pastures Annexation,; and

**WHEREAS**, on or about January 10, 2020, Owner submitted an application for planned unit development zoning, describing commercial and residential uses for the Subject Property; and

**WHEREAS**, on or about February 14, 2020, Owner submitted an application for sketch plan for the Subject Property; and

**WHEREAS**, on or about February 18, 2020, the Planning & Zoning Commission (“Commission”) considered the Annexation Application, Petition for Annexation, Affidavit of Circulator, and other submitted documents related to the annexation of the Subject Property to the Town, and, following a duly noticed public hearing, recommended to the Board of Trustees (“Board”) approval of Ordinance 3, Series of 2020, the Village at Painted Pastures Annexation; and

**WHEREAS**, on or about February 18, 2020, the Commission considered the planned unit development zoning for the Subject Property, and, following a

duly noticed public hearing, recommended to the Board approval of Ordinance 4, Series of 2020, the Village at Painted Pastures Planned Unit Development zoning; and

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

**WHEREAS**, on or about April 8, 2020, the Commission considered Resolution 16, Series of 2020, a resolution approving the minor subdivision sketch plan, in a duly noticed public hearing, and recommended to the Board of Trustees approval with conditions; and

**WHEREAS**, on or about \_\_\_\_\_, 2020, the Owner submitted an application for final plat for the Subject Property; and

**WHEREAS**, on or about April 13, 2020, the Board approved Resolution 10, Series of 2020, a resolution making findings of fact and conclusions regarding the annexation of the Subject Property, and holding a duly noticed public hearing; and

**WHEREAS**, on or about April 13, 2020, the Board considered and approved Resolution 16, Series of 2020, a resolution approving the Village at Painted Pastures Sketch Plan in a public meeting, determining that approval of the resolution is in the best interests of the Town and its citizens; and

**WHEREAS**, on or about April 13, 2020, 2020, the Board considered and approved first reading of Ordinance 3, Series of 2020, in duly noticed public hearings, determining that approval of the ordinance is in the best interests of the Town and its citizens.

**NOW, THEREFORE, BE IT RESOLVED, BY THE BOARD OF TRUSTEES OF THE TOWN OF SILT, COLORADO THAT** the Village at Painted Pastures Minor Subdivision Final Plat is hereby approved, with the following conditions:

1. That all statements made by the Owner both in the 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 Owner pays all fees incurred by the Town for review of this application, including but not limited to public notification, copying, printing, legal, engineering, mapping, planning, and recordation costs;

3. That Owner submits to the Town an updated Final Plan (Construction Plans) with all of staff and Board corrections, as well as an updated estimate of costs, five (5) copies of the final plat in large format (2 Mylars and 3 paper), all fully executed (except for Town's and Garfield County's signatures), for recordation by the Town as detailed in Chapter 16.04 of the Silt Municipal Code

4. That Owner agrees to and signs the Village at Painted Pastures Subdivision Improvements Agreement and agrees to its recordation at the time of recordation of the Village at Painted Pastures Minor Subdivision Final Plat recordation.

**INTRODUCED, READ, PASSED AND ADOPTED** at a regular meeting and public hearing of the Board of Trustees of the Town of Silt, Colorado held on the 27<sup>th</sup> day of April 2020.

TOWN OF SILT

ATTEST:

\_\_\_\_\_  
Mayor Keith B. Richel

\_\_\_\_\_  
Town Clerk Sheila M. McIntyre, CMC

Agreed to and accepted this \_\_\_\_ day of \_\_\_\_\_, 2020.

Raley Ranch Project, LLC

\_\_\_\_\_  
Manager

## 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°53'19" 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°22'43" 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 333.80 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 903.53 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:

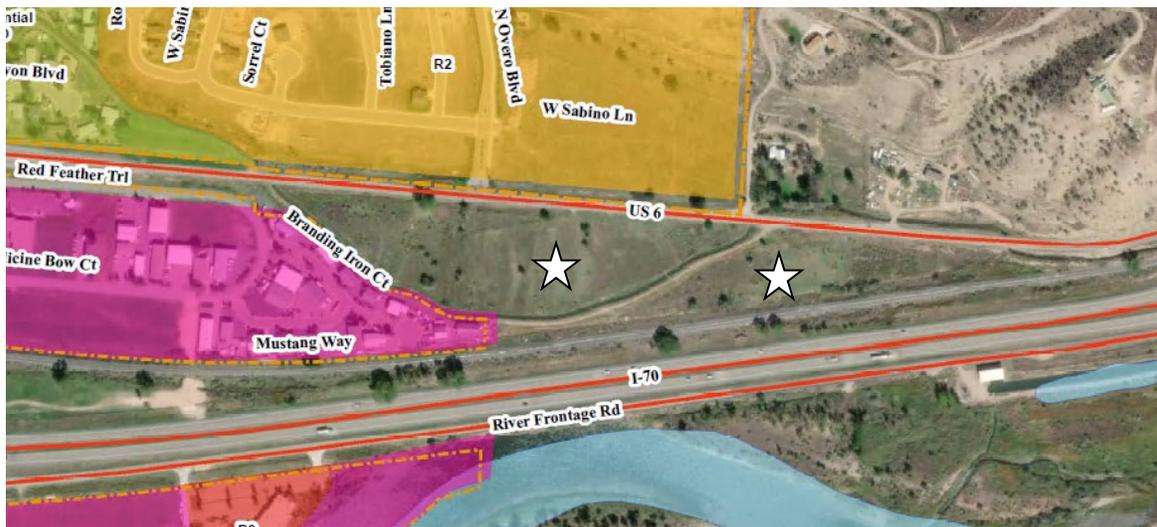
A PARCEL OF LAND SITUATED IN GOV'T LOT 2 OF SECTION 11, TOWNSHIP 6 SOUTH, RANGE 92 WEST OF THE 6TH P.M., COUNTY OF GARFIELD, STATE OF COLORADO, SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 11, A GARFIELD COUNTY SURVEYOR BRASS CAP IN PLACE; THENCE 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.

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 Planning & Zoning Commission Meeting of Wednesday, April 8, 2020

- Application:** The Village at Painted Pastures Sketch Plan
- Applicant:** Raley Ranch Project LLC  
(William Tallichet, John Tallichet)
- Property Owner:** Raley Ranch Project LLC
- Applicant Address:** 8191 E. Kaiser Boulevard, Anaheim, CA 92808
- Site Location:** East of Lyon Commercial Planned Unit Development;  
south of State Highway 6
- Acreage:** 9.225-acre parcel (2179-111-00-445) and 2.001-acre parcel  
(2179-111-00-721)
- Present Zoning:** Rural – County designation
- Present Land Use:** Vacant agricultural
- Proposed Zoning:** Planned Unit Development
- Public Notice:** Public Notice Requirements have been met.
- Application/Fees:** Applicant submitted application on 2/14/20 and paid a fee  
of \$500 and deposit of \$500 for Sketch Plan; applicant shall  
pay additional consultant fees, administrative fees and  
public notification fees related to this application.



### I. Applicant's Description of Proposal

"The Village at Painted Pastures will provide appropriate locations for businesses, multi-family residential, and related activities that are compatible with adjacent uses and promote a favorable visual image of the community. This proposed land use is meant to accommodate a range of activities as identified in the permitted "By Right" uses listed in the attached Planned Unit Development Guide."

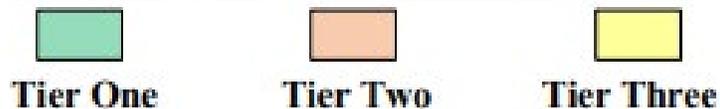
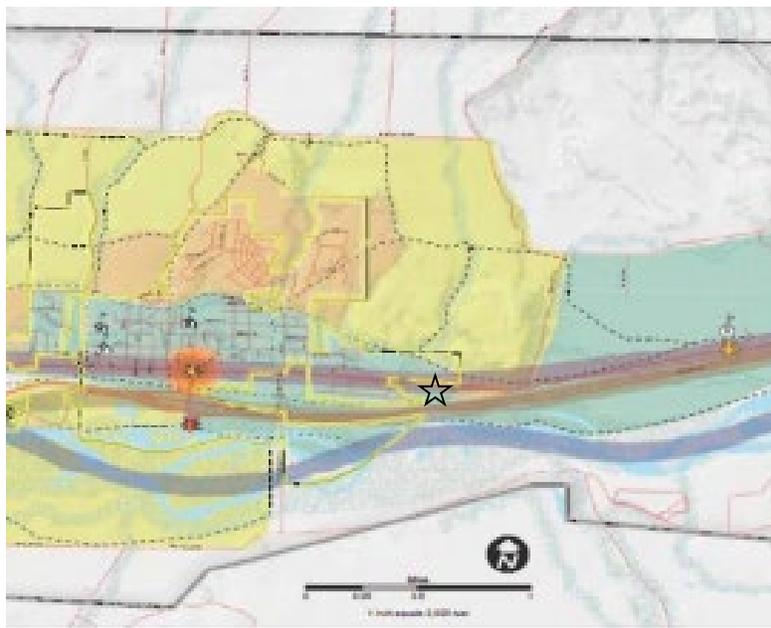
**(Staff note: The applicant proposes three lots in Village at Painted Pastures, with the east (Lot 1) and the west (Lot 3) lots generally reserved for commercial, and the middle (Lot 2) lot reserved for multi-family units at the ratio of 20 units per acre).**

### II. Comprehensive Plan Policies & Goals– Designated Urban Growth Areas

The intent of the Land Use and Growth of the Town element is to guide future development while allowing flexibility for land owners and developers, to accommodate long-term growth without imposing huge burdens on existing residents, and to shape growth in a way that maintains and enhances Silt's unique identity.

#### **Comprehensive Plan Residential Land Use Designation (Ctrl + Click to view)**

The subject property is within both the "[Tier One Priority Growth Area](#)" and the "[Tier Three Priority Growth Area](#)" which includes those areas within one half of a mile of existing Town services which enables the Town to plan for and provide new services efficiently." This tier is the most preferable one for annexations to occur, as Town utilities are either on the property or immediately adjacent and therefore the cost of extending and maintaining utilities is minimized.



This property is located within the Comprehensive Plan Residential Land Use Designation of Service and Commercial Support. Goals in this Land Use Designation include, but are not limited to:

- *These properties are expected to have good visibility from Main Street (State Highway 6) ...and is not expected to extend more than two blocks north of Highway 6;*
- *These properties will provide the Town with solid retail and service commercial businesses, such as construction related business, supply companies, office-type businesses, craftsmen-type businesses, and other services such as auto repair , hotels and convenience stores;*
- *These properties should look inviting and aesthetically professional, and the structures should have a western appeal, if possible;*
- *This area is crucial for the Town's employment picture, providing local jobs within the core of the community; &*
- *While retail businesses may not be the main focus in the 'Service and Commercial Support', it is important for the Town to encourage any business that provides clean commercial without air pollution, noise, undesired odor, vibration or wasted resources.*

Other Comprehensive Plan goals include:

- *Require residential development to pay its 'fair share' or proportionate share of extending public facilities and services; follow the standard within the Silt Municipal Code for the level of service that should be provided for all public facilities and services (water, wastewater, storm water, parks, streets, trails, police, and fire protection) prior to consideration of annexation of new properties;*
- *Require annexation applications to include concept plans and commit to a regulating plan that conforms to the intent of the Future Land Use Plan before annexing property into Silt;*
- *Consider how new projects fit with the existing scale and nature of the adjacent properties and contemplate how their scale and design will complement the surrounding community;*
- *Gateway design and signage systems serve to both direct and attract visitors, announce the town's presence, and delineate its boundaries;*
- *All economic sectors are necessary for a sustainable economy and are dependent upon one another; encouraging a diverse economy results in a wider range of employment opportunities for residents, increases local shopping opportunities, strengthens existing businesses that benefit from an economically vibrant setting, and heightens the local tax base;*
- *Enhance commercial corridors and attract high-quality commercial development;*
- *Promote a range of attainable housing choices that are accessible to all citizens; &*
- *Require that attainable housing be integrated into the community and located adjacent to existing infrastructure and community services.*

### III. Pertinent Silt Municipal Code

#### 16.10.010 Intent

The intent of the minor subdivision process is to allow for an applicant to *subdivide five or fewer lots or units* (condominiums) without the engineered design data and specifications required by Chapter 16.04 (Major Subdivision process). An applicant for minor subdivision shall submit an application in conformance with the regulations of this chapter.

#### 16.10.020 Minor subdivision sketch plan application – Submittal requirements.

An applicant for minor subdivision sketch plan shall provide such written information on the land use application form and on forms provided by the town, plus any other supplemental information needed to convey information to the commission.

A. Application requirements. An applicant for minor subdivision sketch plan shall provide such written information on the land use application form and on forms provided by the town, plus any other supplemental information needed to convey the information to the town, including the following:

1. Disclosure of ownership—A certificate (no older than ninety days) from a title insurance company or attorney licensed in the state of Colorado, which shall set forth a legal description of the property, the names of all owners of property included in the minor subdivision sketch plan and shall include a list of all mortgages, judgments, liens, contracts or agreements of record in Garfield County regarding such property. If the certificate of title discloses any of the above, the owners or holders of such mortgages, judgments, liens, contracts, or agreements shall be required to consent to the application. If the applicant is not the property owner, then both the applicant and the property owner shall sign the land use application and be subject to all the provisions of this Code.
2. A description of the proposed land use(s);
3. A statement of the planning objective(s);
4. A description of adjoining land use(s) and zoning;
5. Existing and proposed zoning of the subject property;
6. An estimate of proposed residential units and/or an estimate of square footage of commercial area;
7. The name and address of the individual who prepared the minor subdivision sketch plan;
8. The total area of the parcel;
9. A statement as to how the development will be served by utilities;
10. A general statement describing the geological characteristics of the land, soils types, slope stability and floodplain information.
11. Site plans and supporting documents. The minor subdivision sketch plan shall be drawn to a scale of one inch equals one hundred feet or larger and include the following:

12. A vicinity map, drawn at a scale of one inch equals two thousand feet, showing the general location of the land for consideration and the surrounding area within a one-mile radius;
13. The topography of the land;
14. The location of the proposed land uses;
15. The approximate location of proposed public or private open space areas;
16. The location of existing or proposed water and sewer lines, natural gas, electric, and communication infrastructure to serve each proposed lot;
17. The proposed lot or block pattern and street layout;
18. A provision for sufficient off-street parking;
19. A general statement regarding the proposal for water rights dedication, including the number of EQRs per day of water system requirements for proposed subdivision; and
20. Evidence of legal access to each proposed lot from a town street, county road or state highway, or in the case of condominiumization, a private street within the condominium project to be considered general common element.

**(Staff note: The application is in conformance.)**

**16.10.030 Minor subdivision sketch plan submittal – Completeness – Scheduling of hearing**

A. Following the pre-application conference and submittal of minor subdivision sketch plan application, the planning department shall have ten days to check the minor subdivision sketch plan for application completeness. This cursory review shall not be a review for strict conformance with the Code related to the type of proposed development, zoning compliance, comprehensive plan conformance, or conformance with the town's master plans. Town staff may notify the applicant that a longer period of time is needed to check for application completeness, and in such case, the planning department shall have an additional five days to check the minor subdivision sketch plan for application completeness;

B. If application is incomplete, the planning department shall notify the applicant in writing within fifteen days, and the applicant shall have no more than thirty days to respond with additional submittal materials that make the application complete. If the applicant is unable to complete the application within thirty days, the town administrator or his designee, in his sole discretion, may deem the application abandoned and void. The applicant may submit a new application for further consideration on the application;

C. If application is complete, the planning department shall have no fewer than fifteen days and no more than thirty days to review the minor subdivision sketch plan application for Code compliance;

D. Within ten days following the planning department's review of the application, the town shall schedule a public hearing before the commission to consider the application, using the following guidelines:

1. Conformance to the town's comprehensive plan, as amended from time to time;
2. The subject area is suitable for minor subdivision as defined by this title;
3. All public utilities and a public street are in place on or immediately adjacent to the subject property;
4. The minor subdivision plat shall comprise and describe not more than five lots,
5. No part of the area sought to be subdivided has been previously subdivided pursuant to a minor subdivision or a subdivision exemption;
6. The commission determines that it does not need all engineered design data and specifications required by [Chapter 16.04](#).

E. The applicant for minor subdivision sketch plan shall publicly notice the time, date and location of the public hearing before the commission, per the guidelines set forth in this title;

F. No public hearing may occur if the public notification has not occurred per the provisions of this title.

**(Staff note: The application is not in conformance with the Service and Commercial Support Land Use Designation of the 2017 Comprehensive Plan, but this will be discussed in more detail in the 'Staff Comments' section. The minor subdivision describes three lots. Water and wastewater are already present on the site, so the remaining utility infrastructure is minor.)**

**16.10.050 [Minor Subdivision Sketch Plan – Commission Review – Commission Decision](#). (Ctrl + Click to view)**

A. Within ten days after the meeting (or meetings, if the consideration of the minor subdivision sketch plan is continued), and following the applicant's public notification of application, the commission shall recommend to the board approval, approval within conditions or denial of the minor subdivision sketch plan submittal.

B. All decisions of the commission shall be final, subject to the applicant's right to appeal the decision to the board.

C. A full written description of the commission's action on the application shall be stated upon the minutes for that meeting, and if the applicant so appeals the commission's decision to the board by the applicant, a copy of the minutes shall be promptly forwarded to the board.

D. The commission's recommendation for approval or approval with conditions of any minor subdivision sketch plan application shall only be valid for a period not to exceed three months.

E. The applicant shall submit a minor subdivision final plat within three months following the commission's approval or approval with conditions of the minor subdivision sketch plan application, and such minor subdivision final plat shall be in conformance with the commission's conditions for approval, if any.

F. The applicant for minor subdivision final plat shall publicly notice the time, date and location of board public hearing to consider the application, pursuant to the guidelines set forth in this title.

G. No public hearing may occur if the public notification has not occurred per the provisions of this title.

**(Staff note: Public notifications have been met for this application. The Planning & Zoning Commission shall review this application on Wednesday, April 8, 2020);**

**16.10.070 Minor subdivision final plan and final plat – Board review – Board Decision**

A. Within thirty days after the commission decision, and following the applicant's public notification of the application, the board shall consider the minor subdivision final plat.

B. The board shall approve, approve with conditions or deny the application, or continue the application to the next board meeting in order to further discuss the application.

C. If continued, the town shall place the application for minor subdivision final plat on the next board agenda, if practical, if the applicant agrees to such placement.

D. All decisions of the board shall be final.

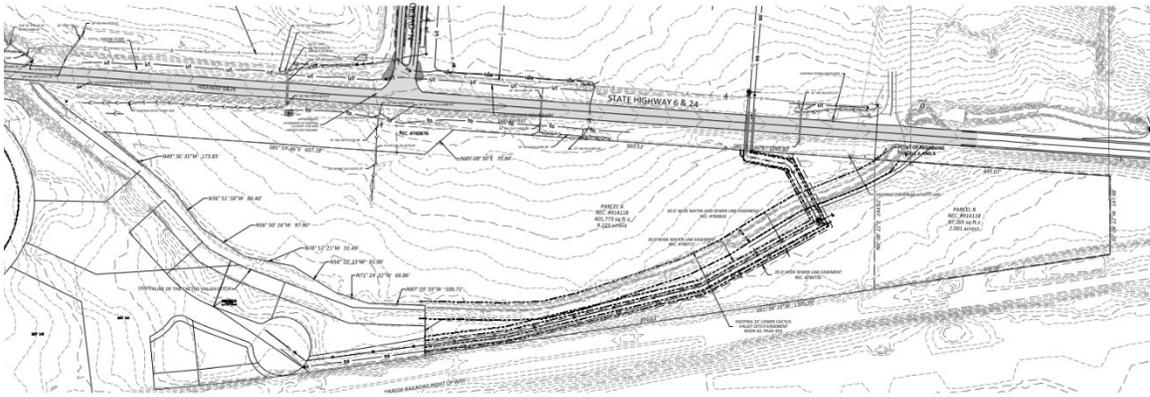
E. The board's approval or approval with conditions of any minor subdivision final plan and final plat application shall only be valid for a period not to exceed thirty days, by which time the applicant shall have submitted all those documents and fees required for minor subdivision final plat recordation, including but not limited to copying fees, printing fees, consultant fees, planning fees, legal fees, engineering fees and administrative fees.

**(Staff note: The Board will review the Sketch Plan to help in understanding the Zoning and Annexation. The Town has not yet received the Final Plat application.)**

**IV. Staff Comments/Concerns**

**SUBJECT PROPERTY**

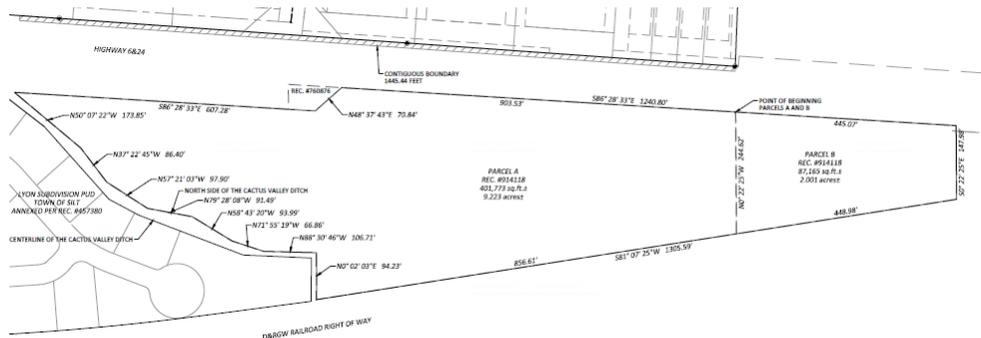
The subject property includes two parcels (one that is 9.223 acres and one that is 2.001 acres) and are bounded by the Lyon Commercial Planned Unit Development on the west, State Highway 6 (Main Street) on the north, the Union Pacific Railroad on the south, and a government parcel (owned by the Bureau of Reclamation) on the east. The two parcels are vacant but do have water and wastewater mains (owned by Town of Silt and located in easements) to serve the original Painted Pastures subdivision to the north. The western (9.223 acre) parcel is also bisected by the Grand River Ditch. Only a small portion of the eastern (2.001 acre) parcel is encumbered by the ditch. The property is relatively flat and does not appear to be in the floodplain; however, the applicant's engineer shall verify this fact. The property has been used as an agricultural/residential property in the past, but the residential unit was removed many years ago.



Lyon Residential PUD      Lyon Commercial PUD      9.223-acre parcel      2.001-acre parcel  
 Painted Pastures Phase I & II Multi-Family Lots

**ANNEXATION/ZONING**

The applicant proposes annexation and zoning of the two parcels, as seen in the map below. The subject property is contiguous to the Town on both the west and north sides of the property. On February 10, 2020, the Board of County Commissioners approved a waiver of annexation impact report for the two parcels. On February 18, 2020, the Planning & Zoning Commission recommended to the Board of Trustees approval of the Ordinance 4, Series of 2020 (annexation) and Ordinance 5, Series of 2020, with conditions as noted in the ordinances.



The applicant proposes Planned Unit Development zoning, as seen in Appendix A to this staff report, and states the following in the application:

The Village at Painted Pastures Planned Unit Development Guide allows for 20 residential units per acre or a proportional rate of one residential unit to 1,000 sf of non-residential floor area. As a concept, current site planning efforts indicate that the western most portion of the site (Lot 1) is most appropriate for mixed-use commercial on the first floor with residential above, the central portion of the site (Lot 2) is appropriate for multi-family residential, and the eastern most portion of the site (Lot 3) is appropriate for storage, commercial, or residential. The Applicant is currently preparing a site plan for Town of Silt Site Plan Review, which will layout these uses in greater detail.

### COMPREHENSIVE PLAN

The Comprehensive Plan, as the Town's strategic planning document, is supportive of the applicant's proposed commercial development on the west (Lot 1) and east (Lot 3), in terms of employment opportunities, potential for sales tax and property tax to pay for Town services, and synergistic activity that draws in businesses and citizens. The Plan does not explicitly support the multi-family residential, as proposed; however, this parcel is in a unique location both within the development and within the Town, in that there are six multi-family lots directly north in the original Phase I and Phase II Painted Pastures (approved in 2009), and therefore, it appears reasonable to extend such land use to proposed Lot 2.

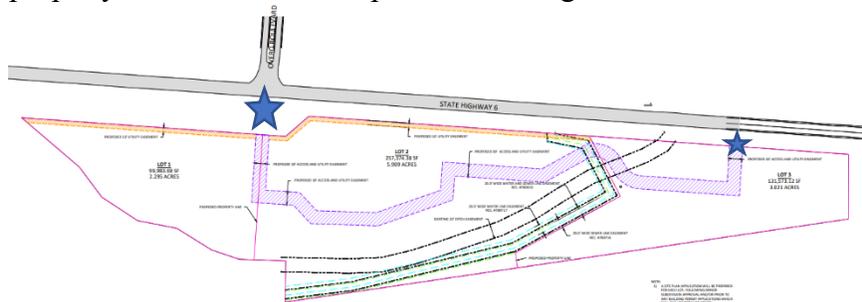
The application states:

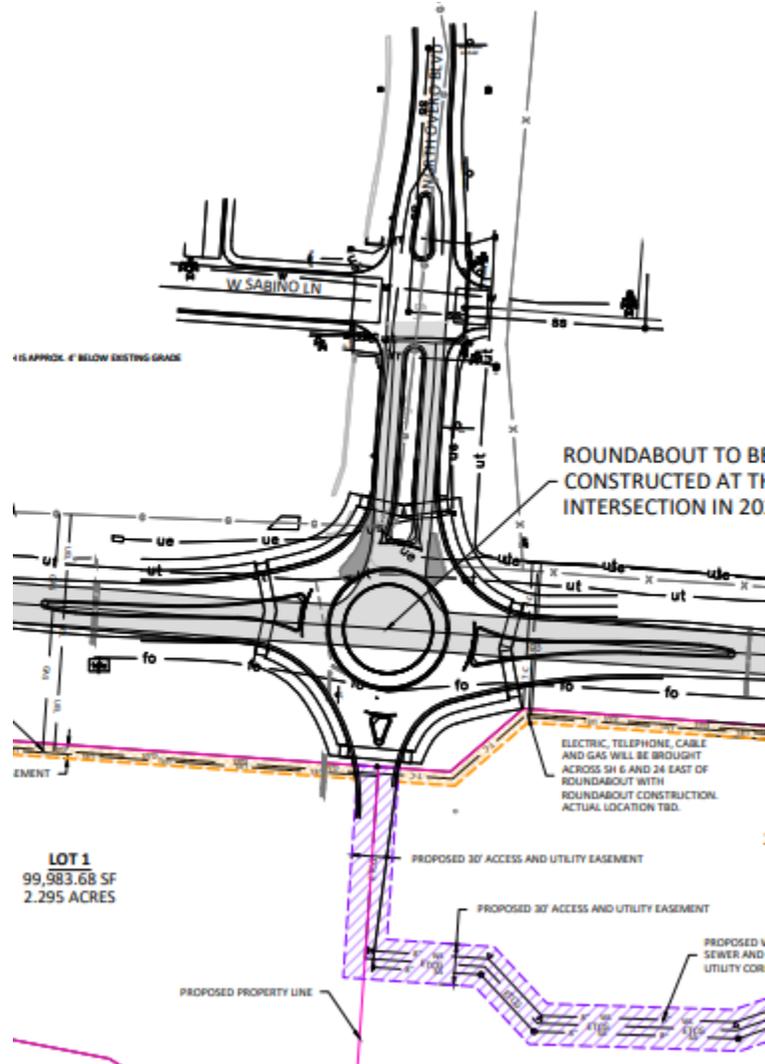
#### Conformance to the town's comprehensive plan

The Village at Painted Pastures is designated as Service & Commercial Support in Town of Silt comprehensive plan. The proposed commercial and office uses as defined in the PUD guide are similar to those within the description of Service & Commercial Support in the comprehensive plan. The multi-family use will compliment the commercial uses by providing housing close to employment opportunities within the project, within the Town of Silt, and in the neighboring region.

### PROPERTY ACCESS

The applicant proposes to access the property in two locations. The first location is the southern leg of the proposed roundabout (required as part of the Painted Pastures subdivision). On March 26, 2020, Town Administrator Jeff Layman signed the applicant's Access Permit application for the proposed roundabout, required as Phase 1 of the Painted Pastures subdivision. The applicant proposes the second access on the east side of the property, to serve Lot 1 and provide thoroughfare for the multi-family Lot 2.





## UTILITIES

The application provides letters that Comcast will provide cable TV service; XCel Energy will provide natural gas and electric service; Century Link will provide telephone service; and the Town of Silt will provide domestic water and wastewater service, and irrigation.

The applicant proposes that natural gas and electric service will be installed under State Highway 6 from the Painted Pastures subdivision on both the east and west side of the proposed roundabout. The applicant further proposes extension of shallow utilities, water and wastewater in a thirty-foot wide access easement through Lot 2. Existing water and wastewater mains are on the southern part of the property

The applicant states:

**POTABLE WATER SYSTEM**

EXISTING POTABLE WATER SYSTEM

As is shown on *C1.0 Existing Conditions Plan*, there is an existing 8" water main which crosses State Highway 6 at the east end of Lot 2 which then crosses underneath the Lower Cactus Ditch through a 16" casing pipe and essentially parallels south side of the ditch running to the west boundary of Lot 2. The water main is part of the Town of Silt's potable water distribution system.

PROPOSED POTABLE WATER SYSTEM

The proposed development will be served by the Town of Silt's water system. The system will be designed to provide a reliable water supply adequate to meet fire flow requirements and in-house needs of the proposed development. The anticipated water uses are primarily potable water and fire protection. No potable water will be used for irrigation.

A new 8" water main will be constructed from the existing main on the north side of the ditch at the east end of Lot 2 and will be extended through the Subject Site in an alignment which will be determined when development plans are prepared for each Lot. Please refer to the attached *C3.0-Conceptual Utility/Access Plan* which shows that all three lots can be served by water, however, when development plans are prepared for any of the lots, detailed engineering drawings will be submitted with a Site Plan Application. At that time detailed EQR calculations will be also provided.

**SANITARY SEWER SYSTEM**

EXISTING SANITARY SEWER SYSTEM

As is shown on *C1.0 Existing Conditions Plan*, there is an existing 8" sewer main which crosses State Highway 6 at the east end of Lot 2 which then crosses underneath the Lower Cactus Ditch through a 16" casing pipe and essentially parallels south side of the ditch running to the west boundary of Subject Site. The sewer main is part of the Town of Silt's sanitary sewer system.

PROPOSED SANITARY SEWER SYSTEM

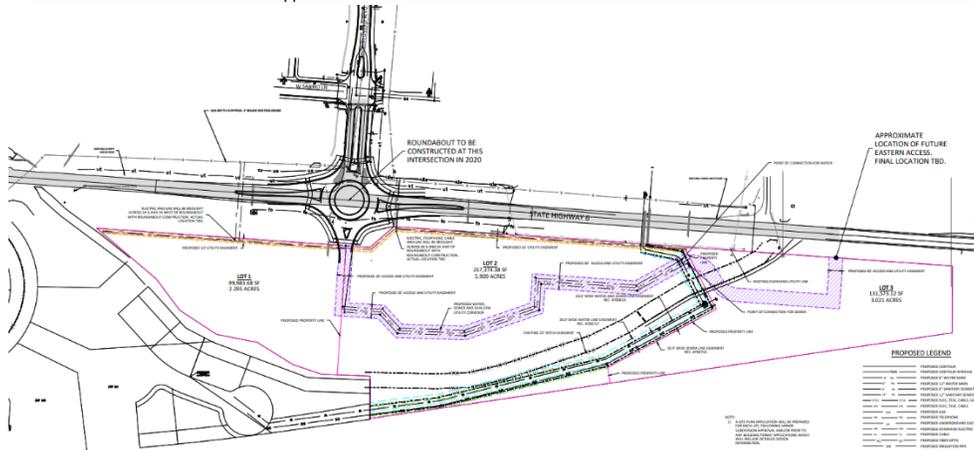
The existing sanitary sewer infrastructure will be extended to serve the proposed development. The proposed sanitary sewer system will be designed in accordance with the Town of Silt Municipal Code. A new 8" SDR 35 gravity sewer main will be installed from the existing 8" sewer main and routed through the Subject Site to serve each of the three lots. Please refer to the attached *C3.0-Conceptual Utility/Access Plan* which shows all three lots can be served by sanitary sewer, however, when development plans are prepared for any of the lots, detailed engineering drawings will be submitted with a Site Plan Application. At that time detailed EQR/sewer usage calculations will be also provided.

**IRRIGATION**

A raw water system will be installed to provide landscape irrigation to all open space in the Subject Site between the months of May and October. There is currently a raw water irrigation stub located on the north east side of the proposed Highway 6 and North Overo Boulevard which will be extended across the Highway 6 with the construction of a new roundabout to serve the Subject Site.

**SHALLOW UTILITIES**

Sheet *C3.0-Conceptual Utility/Access Plan* is included with this application to show that each of the three lots can be served by the necessary shallow utilities. Currently all shallow utilities which will be needed to serve future development on the Subject Site exist on the north side of State Highway 6. With the construction of the North Overo Boulevard/State Highway 6 roundabout, necessary conduits will be installed across State Highway 6 to facilitate the extension of electric, telephone and cable to the Subject Site as is shown on the conceptual Utility/Access Plan. When development plans are prepared for any of the lots, detailed engineering drawings will be submitted with a Site Plan Application.



## **DOMESTIC WATER RIGHTS DEDICATION/IRRIGATION WATER RIGHTS DEDICATION**

The application states:

A general statement regarding the proposal for water rights dedication, including the number of EQRs per day of water system requirements for proposed subdivision, and

The Village at Painted Pastures parcels are associated with 0.55 shares in The Grand River Ditch Company evidenced by stock certificate No. 1073. Applicant proposes to dedicate the 0.55 shares in The Grand River Ditch Company to the Town. Wright Water Engineers has prepared a letter regarding Water Requirements for The Village at Painted Pastures and Balcomb and Green has prepared a letter regarding Water Dedication Proposal for Town of Silt. Both are attached as Exhibits.

The applicant's water engineer (Wright Water Engineers, Inc.) states:

### **DOMESTIC WATER**

WWE worked with the project team to develop the proposed development scenario for The Village parcel. 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 137.6 EQRs. As discussed below, there is no proposed potable water irrigation on the parcel.

### **IRRIGATION WATER**

All irrigation associated with the proposed development will occur with raw water supplies currently associated with the parcel.

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<sup>th</sup> 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.

The Town Attorney, in a memo dated April 2, 2020, stated:

"The applicant is required to provide to the Town a report that: (a) identifies total water delivery and consumptive use for the project broken out by month (for residential, commercial, and irrigation uses), (b) identify the consumptive use credits that can be claimed for water rights to be dedicated to the Town broken out by month, and (c) identify unfulfilled water demand obligations and propose the source of supply to meet those needs (e.g. paying water rights dedication fees to the Town so that the Town's Ruedi Reservoir contract is available for those purposes). This supplemental report has not been received nor has it been reviewed by (the Town Water Attorney) and Town Water Engineer Michael Erion."

The Town Engineer, in a memo dated March 27, 2020, asked the applicant to address some issues related to the mapping, easements, water rights dedication, surface infrastructure, and open space/parkland type/location.

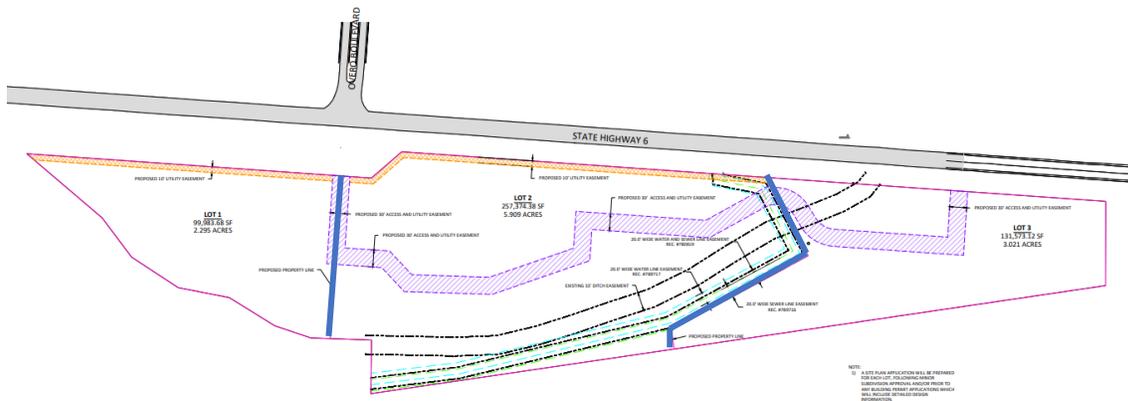
## **SUBDIVISION**

The applicant proposes to subdivide the 9.223 acre parcel and the 2.001 acre parcel into three lots: Lot 1 = 2.295 acres (west); Lot 2 = 5.909 acres (middle); and Lot 3 = 3.021 acres. Again, the application states:

An estimate of the proposed residential units and/or an estimate of population on square footage of commercial area.

The Village at Painted Pastures Planned Unit Development Guide allows for 20 residential units per acre or a proportional rate of one residential unit to 1,000 sf of non-residential floor area. As a concept, current site planning efforts indicate that the western most portion of the site (Lot 1) is most appropriate for mixed-use commercial on the first floor with residential above, the central portion of the site (Lot 2) is appropriate for multi-family residential, and the eastern most portion of the site (Lot 3) is appropriate for storage, commercial, or residential. The Applicant is currently preparing a site plan for Town of Silt Site Plan Review, which will layout these uses in greater detail.

The applicant did not provide a plat-type drawing in the application, but the lot lines are as follows on the submitted Sketch Plan:



The applicant shall provide a final plat with certificates.

## **V. Recommendation:**

Staff recommends that the Planning & Zoning Commission approve the Village at Painted Pastures Sketch Plan with the following conditions:

- 1) That all statements made by the applicant in the application and in meetings before the Planning & Zoning Commission be considered conditions of approval, unless modified in the following recommendations:
- 2) That the applicant, prior to Final Plan submittal, contacts the U.S. Postal Service regarding placement of postal banks within this development, and obtains their written opinion of postage delivery;
- 3) That the applicant addresses the Town Engineer's comments from his memo dated March 27, 2020 in the Final Plan submittal; &

- 4) That the applicant addresses the Town Attorney's comments from his memo dated April 2, 2020 in the Final Plan submittal.

## Appendix A

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.

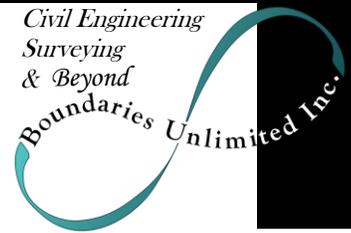
For example:

- 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.

# Memo



**To:** Janet Aluise-Community Development Director, Town of Silt  
**From:** Deric Walter  
**Date:** March 27, 2020  
**Re:** Engineering Review-The Village at Painted Pastures Minor Subdivision Sketch Plan

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Janet,

We have reviewed the Minor Subdivision Sketch Plan application for the Village at Painted Pastures, dated February 14, 2020 and provide the following comments:

## General

- The Application Letter indicates that the PUD Guide is attached, but the reviewed application documents do not contain the relevant mapping. As is, the Sketch Plan drawings prepared by Sopris Engineering, LLC do not provide a clear understanding of the proposed uses or infrastructure necessary to support those uses.
- Exhibit A of the Title Commitment (legal description) and the property boundary indicated on Sheet C1.0 are not in agreement along Highway 6 and bearings in general. Resolve the discrepancies.
- The Title Commitment appears to contain a number of outdated easements. It is recommended that this be resolved prior to Final Plat approval.
- Title Commitment Schedule B, Part II Exception No. 31 references an Improvement Survey Plat dated October 2, 2018 by Bookcliff Survey Services under RN914119, but does not provide a viewable link. Provide a copy of RN914119.
- Wright Water Engineers, Inc. assessment of EQRs and dedications should be confirmed by the Town's consultant Resource Engineering, Inc.

## Application Cover

This is a minor comment, but the color coding on the cover indicates that this application includes the 40 acres parcel owned by the Applicant north of Painted Pastures Phase 1 (aka Painted Pastures North), but the text of the application only includes 11.224 acres of land south of Highway 6.

## Sketch Plan Sheet C1.0

- Include the easement lines for the existing overhead and buried utilities along the north boundary or provide a confirmation statement that the easement is located outside the property boundary/entirely inside the Highway 6 right-of-way.
- Expand the Vicinity Map to include a 1-mile radius beyond the property boundaries.
- The Boundary Adjustment Map (RN705026) indicates an illegible easement across Lot2 (aka Parcel B) that appears to provide rights to an adjacent land owner to the east. Add this easement or provide evidence that it has been abandoned.

Engineering Review-The Village at Painted Pastures Minor Subdivision Sketch Plan  
March 27,2020

Sketch Plan Sheet C2.0

- Add the topography to the drawing
- Add the proposed surface infrastructure and call out the proposed use/density for each lot on the plan. It is unclear how the very irregular proposed 30' access easement is to serve the development and how the many right angles will be able to accommodate emergency vehicles and deliveries associated with the proposed commercial/mixed use/storage.
- Indicate the proposed open space/parkland type/location and a table indicating the amounts required/provided.
- Indicate off-street parking requirements and provisions.

Sketch Plan Sheet C3.0

- Add the topography to the drawing
- Add the proposed surface infrastructure.
- Given the anticipated density and uses, it is critical that the water main be looped.
- Add the irrigation mains/source information

If you have any questions or need clarification on the redlines, please feel free to call me at 970.945.5252x1.

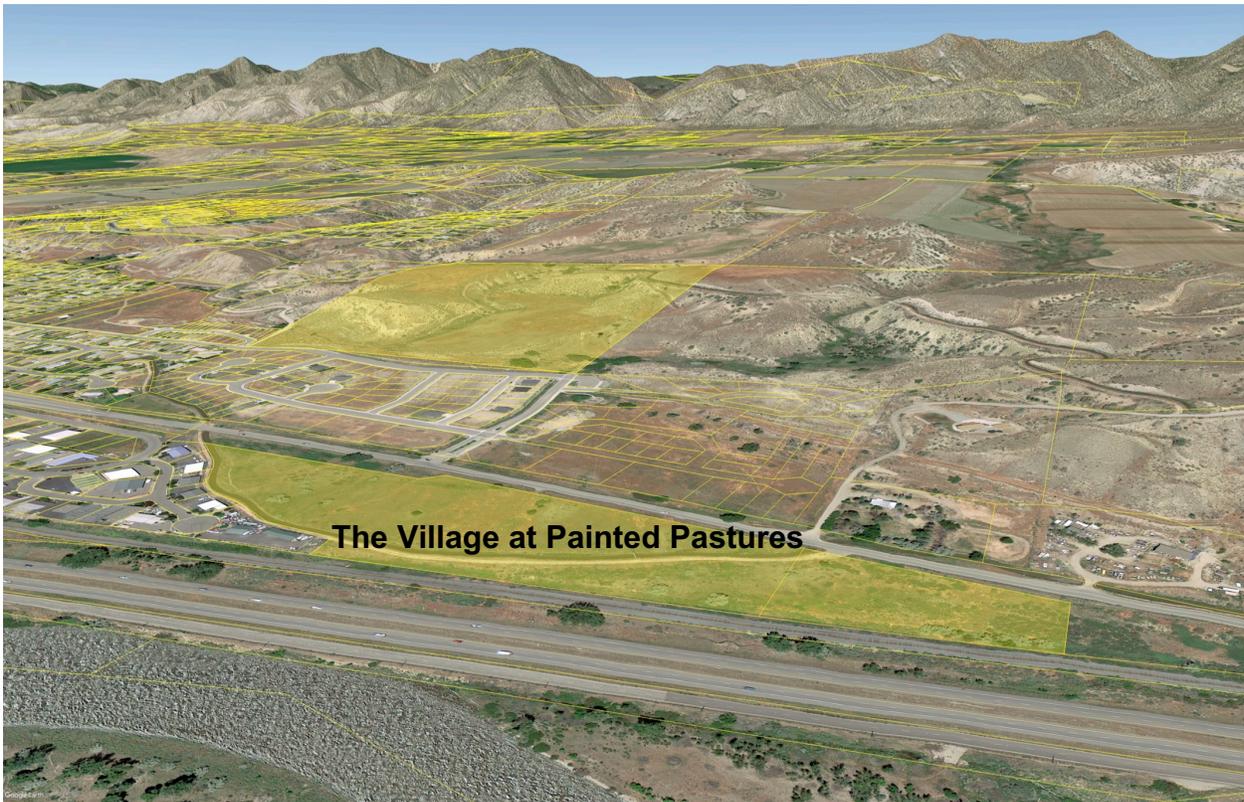
-Deric Walter, PE  
Boundaries Unlimited Inc.

# **THE VILLAGE at PAINTED PASTURES**

## **Minor Subdivision Sketch Plan**

*Town of Silt, Colorado*

*February 14, 2020*



**The Village at Painted Pastures**

Prepared for:  
Raley Ranch Project, LLC  
8191 E. Kaiser Blvd.,  
Anaheim, CA 92808

Submitted February 14, 2020 by:  
The Land Studio, Inc.  
365 River Bend Way  
Glenwood Springs, Colorado 81601

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

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February 14, 2020

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

Re: The Village at Painted Pastures Minor Subdivision Sketch Plan Application

Dear Janet:

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 Minor Subdivision Sketch Plan Application per the discussed requirements at our January 22, 2020 Pre-Application meeting with you at the Town of Silt's Community Development Office. The intent of this Application is to create a three lot subdivision out of the Village at Painted Pastures parcels with Garfield County Parcel No. 217911100445 (9.223 acres±) and Parcel No. 217911100721 (2.001 acres±). These parcels are currently being annexed into the Town of Silt with Planned Unit Development Zoning. The following items address the Minor Subdivision Sketch Plan Application requirements per section 16.10.020 Minor Subdivision Sketch Plan Application of the Town of Silt Municipal Code:

A.1. Disclosure of ownership

The Commitment for Title Insurance is attached as an Exhibit.

A.2. A description of the proposed land use

The Village at Painted Pastures will provide appropriate locations for businesses, multi-family residential, and related activities that are compatible with adjacent uses and promote a favorable visual image of the community. This proposed land use is meant to accommodate a range of activities as identified in the permitted "By Right" uses listed in the attached Planned Unit Development Guide.

A.3. A statement of the planning objectives

The Village at Painted Pastures intends to provide a comprehensive planned community with business/service activities that are compatible with adjacent land uses and multi-family residential. The attached PUD Guide has established the standards, restrictions and regulations that govern development and land use within the PUD.

A.4. A description of adjoining land uses and zoning

Land uses that surround the Village parcel are Commercial/Service to the West, Highway 6 to the North, railroad to the South, and Highway 6 Right of Way to the East. Zoning to the north is Town of Silt R2 Zoning and zoning to the west is Commercial PUD Zoning. A Town of Silt Zoning map with the Village parcel located on it has been included as an Exhibit.

- A.5. Existing and proposed zoning of the subject property  
Prior to Annexation and Rezoning, the zoning of the Village parcel is Garfield County Rural Zoning and the proposed zoning is Planned Unit Development pending Annexation and Rezoning Approval. The PUD Guide is attached as an Exhibit.
- A.6. An estimate of the proposed residential units and/or an estimate of population on square footage of commercial area.  
The Village at Painted Pastures Planned Unit Development Guide allows for 20 residential units per acre or a proportional rate of one residential unit to 1,000 sf of non-residential floor area. As a concept, current site planning efforts indicate that the western most portion of the site (Lot 1) is most appropriate for mixed-use commercial on the first floor with residential above, the central portion of the site (Lot 2) is appropriate for multi-family residential, and the eastern most portion of the site (Lot 3) is appropriate for storage, commercial, or residential. The Applicant is currently preparing a site plan for Town of Silt Site Plan Review, which will layout these uses in greater detail.
- A.7. Name and address of those who prepared the minor subdivision sketch plan  
See the Owner Representatives on page 1 of the Application Form and the Owner and Consultant Team list attached as an Exhibit.
- A.8. The total area of the parcel  
The two parcels to be included in this Sketch Plan Application are 9.223 acres and 2.001 acres for a total of 11.224 acres.
- A.9. A statement as to how the development will be served by utilities  
Sopris Engineering has prepared a Minor Subdivision Sketch Plan Application Engineering Narrative, which is attached as an Exhibit, and has confirmed the following:  
  
The Town of Silt will supply domestic water, sewer and irrigation to the Village. Raw water for irrigation will be supplied through a separate system. Water and sewer infrastructure is in place to serve The Village at Painted Pastures and its proposed uses per the Minor Subdivision Sketch Plan Application Engineering Narrative from Sopris Engineering.  
  
Additional utilities will be provided by the following providers:  
Xcel Energy – Electricity and Gas  
Comcast – Cable, Internet, & Telephone  
CenturyLink – Telephone & Internet
- A.10. A statement describing the geological characteristics of the land, soils types, slope stability and floodplain information.  
CTL / Thompson, Inc. is currently performing a geotechnical engineering investigation for the Village at Painted Pastures to investigate subsurface conditions at the site. They have provided a preliminary letter regarding their investigation that is attached as an Exhibit.
- A.11. Site plans and supporting documents. The minor subdivision sketch plan shall be drawn to a scale of one inch equals one hundred feet or larger and include the following:  
See attached Sketch Plan drawings from Sopris Engineering.
- A.12. A vicinity map, drawn at a scale of one inch equals two thousand feet, showing the general location of the land for consideration and the surrounding area within a one-mile radius;

See attached Sketch Plan drawings from Sopris Engineering.

A.13. The topography of the land;

See attached Sketch Plan drawings from Sopris Engineering.

A.14. The location of the proposed land uses;

As a concept, current site planning efforts indicate that the western most portion of the site (Lot 1) is most appropriate for mixed-use commercial on the first floor with residential above, the central portion of the site (Lot 2) is appropriate for multi-family residential, and the eastern most portion of the site (Lot 3) is appropriate for storage, commercial, or residential. The Applicant is currently preparing a site plan for Town of Silt Site Plan Review, which will layout these uses in greater detail.

A.15. The approximate location of proposed public or private open space areas;

Per the Village at Painted Pastures Planned Unit Development Guide, the Village at Painted Pastures 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. The PUD Guide is attached as an Exhibit. The Applicant is currently preparing a site plan for Town of Silt Site Plan Review, which will layout these private open space and/or parkland locations in greater detail.

A.16. The location of existing or proposed water and sewer lines, natural gas, electric, and communication infrastructure to serve each proposed lot;

See attached Sketch Plan drawings and Minor Subdivision Sketch Plan Application Engineering Narrative from Sopris Engineering.

A.17. The proposed lot or block pattern and street layout;

See attached Sketch Plan drawings and Minor Subdivision Sketch Plan Application Engineering Narrative from Sopris Engineering.

A.18. A provision for sufficient off-street parking;

The Village at Painted Pastures PUD Guide is attached as an Exhibit to demonstrate the parking requirements that will be met. Also attached as an Exhibit are the Sketch Plan drawings and Minor Subdivision Sketch Plan Application Engineering Narrative from Sopris Engineering.

A.19. A general statement regarding the proposal for water rights dedication, including the number of EQRs per day of water system requirements for proposed subdivision; and

The Village at Painted Pastures parcels are associated with 0.55 shares in The Grand River Ditch Company evidenced by stock certificate No. 1073. Applicant proposes to dedicate the 0.55 shares in The Grand River Ditch Company to the Town. Wright Water Engineers has prepared a letter regarding Water Requirements for The Village at Painted Pastures and Balcomb and Green has prepared a letter regarding Water Dedication Proposal for Town of Silt. Both are attached as Exhibits.

A.20. Evidence of legal access to each proposed lot from a town street, county road or state highway, or in the case of condominiumization, a private street within the condominium project to be considered general common element.

See attached Sketch Plan drawings and Minor Subdivision Sketch Plan Application Engineering Narrative from Sopris Engineering.

**The Application meets the following guidelines for minor sketch plan**

1. Conformance to the town's comprehensive plan  
The Village at Painted Pastures is designated as Service & Commercial Support in Town of Silt comprehensive plan. The proposed commercial and office uses as defined in the PUD guide are similar to those within the description of Service & Commercial Support in the comprehensive plan. The multi-family use will compliment the commercial uses by providing housing close to employment opportunities within the project, within the Town of Silt, and in the neighboring region.
2. The subject is suitable for minor subdivision as defined by the code  
The Applicant is requesting to subdivide the property into three lots, therefore meeting the requirement to subdivide five or fewer lots as a Minor Subdivision.
3. All public utilities and a public street are in place on or immediately adjacent to the subject property  
A statement of how the development will be served by utilities has been address in section A.9 of this document.
4. The minor subdivision plat shall comprise and describe not more than five lots  
The Applicant is requesting to subdivide the property into three lots as shown on the sketch plan, therefore meeting the requirement to subdivide five or fewer lot
5. No part of the area sought to be subdivided has been previously subdivided pursuant to a minor subdivision or a subdivision exemption  
The proposed property has not previously received Town of Silt minor subdivision or subdivision exemption approval.

**The Village at Painted Pastures Minor Subdivision Exhibits/Attachments**

- A. Owner and Consultant Team
- B. Application Forms / Authorization Letter
- C. Title Commitment
- D. Planned Unit Development Guide
- E. Zoning Map
- F. Preliminary Site Characteristics Letter
- G. Water Requirements for The Village at Painted Pastures
- H. Water Dedication Proposal for Town of Silt
- I. Minor Subdivision Sketch Plan Application Engineering Narrative
- J. Sopris Engineering Sketch Plan

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

Exhibit A  
Owner and Consultant Team

THE VILLAGE AT PAINTED PASTURES  
Minor Subdivision Sketch Plan Owner and Consultant Team  
February 14, 2020

**Owner**

Raley Ranch Project, LLC  
8191 E. Kaiser Blvd.,  
Anaheim, CA 92808  
714-279-6101

**Civil Engineer**

Sopris Engineering  
502 Main Street Suite A3  
Carbondale, CO 81623  
970-704-0311 phone, 970-704-0313 fax

**Land Planner**

The Land Studio, Inc  
365 River Bend Way  
Glenwood Springs, CO 81601  
970-927-3690

**Land Use Attorney**

Balcomb and Green  
818 Colorado Ave  
Glenwood Springs, CO 81601  
970-945-6546

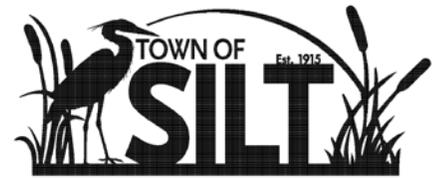
**Water Engineers**

Wright Water Engineers  
818 Colorado Ave. Ste. 307  
PO Box 219  
Glenwood Springs, CO 81601  
970-945-7755

**Architect**

Hinge Architects, Ltd.  
812 Grand Ave. Ste. 201  
Glenwood Springs, CO 81601  
970-309-4432

Exhibit B  
Application Forms / Authorization Letter



# Land Use Application Form

<input type="checkbox"/> Amended Plat	<input type="checkbox"/> Boundary Adjustment	<input type="checkbox"/> Subdivision Exemption
<input type="checkbox"/> Annexation	<input checked="" 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 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:**

Address: 34488 6 & 24 Hwy, Silt Parcel ID Number: 217911100445, 217911100721

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

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Access to Property: Hwy. 6 & 24

Acreage or Square Footage: 9.223, 2.001 Existing Land Use Designation: Village - Service and Commercial Support

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

Existing Zoning: Rural Proposed Zoning: PUD

Proposed Use / Intensity of Use: Village - 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)

Property Owner Affidavit

I/We, William Tallichet, Manager, Raley Ranch Project, 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)

William Tallichet
Name (printed)

Name (printed)

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

Address

714-279-6101
Phone

Phone

Fax

Fax

Signature

Signature

California Driver's License

Type of Identification

County of Orange )

ss.

State of California )

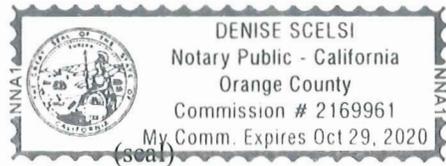
Sworn to and subscribed before me this 6th day of February, (fill in day) (fill in month) (fill in year)

By William Tallichet (name printed)

Witness my hand and official seal.

Notary Public

My Commission expires: 10/29/2020



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

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

Company: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**Authorized Rep.:** Name: Doug 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 William Tallichet, Manager § \_\_\_\_\_  
Name (printed)

8191 E. Kaiser Blvd. Anaheim, CA 92808  
Address

714-279-6101 \_\_\_\_\_  
Phone Fax

  
Signature

California Driver's License  
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.*

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.

William Tallichet

Name (printed)

8191 E. Kaiser Blvd., Anaheim, CA 92808

Address

714-279-6101

Phone

Fax

*[Handwritten Signature]*

Signature

California Driver's License

Type of Identification

County of Orange )

) ss.

State of California )

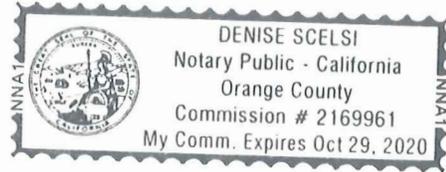
Sworn to and subscribed before me this 6th day of February, 2020  
(fill in day) (fill in month) (fill in year)

By William Tallichet  
(name printed)

Witness my hand and official seal.

*[Handwritten Signature]*

Notary Public



My Commission expires: 10/29/2020

FIRST AMENDMENT TO OPERATING AGREEMENT  
OF RALEY RANCH PROJECT, LLC

This First Amendment to Operating Agreement for Raley Ranch Project, LLC (“First Amendment”) is entered into effective September 1, 2015 (the “Effective Date”) by Specialty Restaurant Corporation, a California corporation, as the sole Member of Raley Ranch Project, LLC, a Colorado limited liability company (the “Company”) to amend that certain Operating Agreement dated July 20, 2005 (“Operating Agreement”).

The undersigned sole Member hereby amends Section 3.2 of the Operating Agreement by naming the two Managers of the Company to be John D. Tallichet and William R. Tallichet. Said Managers shall be the only Managers of the Company and any prior named Managers are hereby removed.

Other than as provided herein, the Operating Agreement shall continue in full force and effect as previously amended.

SPECIALTY RESTAURANTS CORPORATION  
a California corporation  
Sole Member

By: \_\_\_\_\_

  
John D. Tallichet, President and CEO

Exhibit C  
Title Commitment



*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 EXTRACTIONAL 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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Exhibit D  
Planned Unit Development Guide

**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 L.L.C. (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 1<sup>st</sup> 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 1<sup>st</sup> 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 2<sup>nd</sup> 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 13<sup>th</sup> day of April, 2020, and a public hearing ordered upon second reading on the 27<sup>th</sup> 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 27<sup>th</sup> 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 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 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.

Exhibit E  
Zoning Map

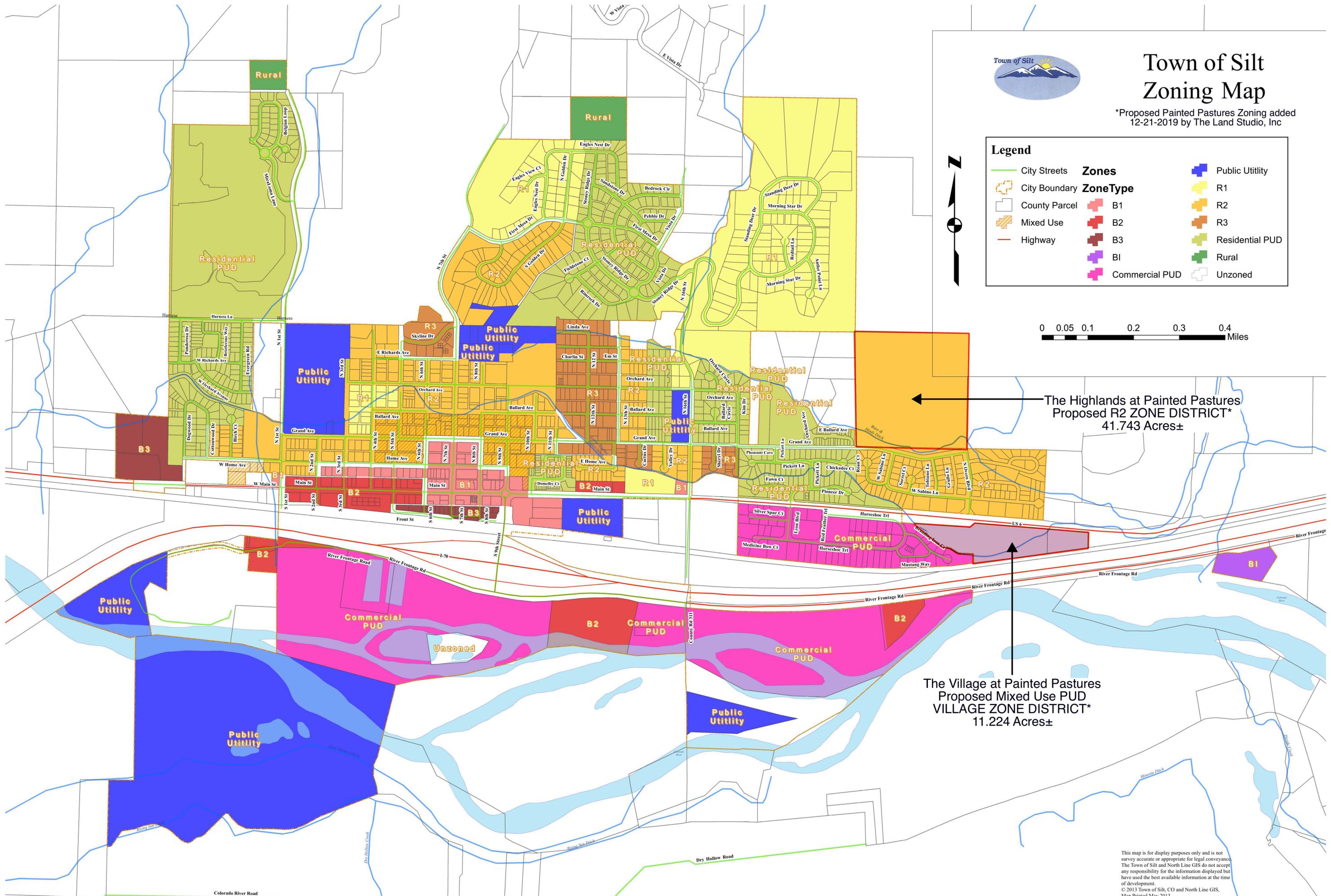


# Town of Silt Zoning Map

\*Proposed Painted Pastures Zoning added 12-21-2019 by The Land Studio, Inc

**Legend**

City Streets	<b>Zones</b>	Public Utility
City Boundary	<b>ZoneType</b>	R1
County Parcel	B1	R2
Mixed Use	B2	R3
Highway	B3	Residential PUD
	BI	Rural
	Commercial PUD	Unzoned



The Highlands at Painted Pastures Proposed R2 ZONE DISTRICT\* 41.743 Acres±

The Village at Painted Pastures Proposed Mixed Use PUD VILLAGE ZONE DISTRICT\* 11.224 Acres±

This map is for display purposes only and is not survey accurate or appropriate for legal conveyance. The Town of Silt and North Line GIS do not accept any responsibility for the information displayed but have used the best available information at the time of development. © 2013 Town of Silt, CO and North Line GIS, Map Document Map 2012

Exhibit F  
Geological Characteristics Letter

February 12, 2020

Vista Opportunity Fund, LLC  
P.O. Box 1307  
Gypsum, CO 81637

Attention: John Reed

Subject: Preliminary Site Information  
The Village at Painted Pastures  
34488 Highway 6 and 24  
Garfield County, Colorado  
Project No. GS06439.000-125

CTL | Thompson, Inc. is currently performing a geotechnical engineering investigation for the Village at Painted Pastures located at 34488 Highway 6 and 24 in Garfield County, Colorado. To investigate subsurface conditions at the site, we drilled 13 exploratory borings spaced across the property. Borings were drilled to maximum depths of 40 feet utilizing solid-stem auger and a track-mounted drill rig. Our exploratory borings encountered approximately 6 inches of topsoil over natural silty sand with lenses of gravel, underlain by silty gravel and cobble soils. Sandstone bedrock was encountered at a depth of 20 feet in one boring drilled in the east part of the property. Groundwater was measured in two borings at depths of 20 and 25 feet.

Geologic mapping by the U.S. Geologic Survey (USGS) titled, Geologic Map of the Silt Quadrangle, Garfield County, Colorado by Ralph R. Shroba and Robert B. Scott (dated 2001). Mapping indicates the soils at the site as alluvial fan and debris-flow deposits underlain by flood-plain and stream-channel deposits. The mapping describes the alluvial fan and debris-flow deposits as mostly poorly sorted, clast- and matrix-supported, slightly bouldery pebble and cobble gravel having a silty sand matrix, and locally pebbly and cobbly silty sand that contains lenses of sand, pebble gravel, and cobbly pebble gravel 10-40 cm thick. The flood-plain and stream-channel deposits are described as clast-supported, slightly bouldery, pebble and cobble gravel in sand to sandy silt matrix. Our exploratory borings are consistent with the geologic mapping. The interactive mapping tool on the Federal Emergency Management Agency (FEMA) website indicates the site is within an area designated as Zone X. This zone is described as an "Area of Minimal Flood Hazard". Ground surface on the property generally slopes down to the south at grades less than 10 percent. The risk of slope stability failures on the property are nil to very low.



This letter is intended as a precursor to our geotechnical engineering investigation report. We are available to discuss the contents of this letter. If you have questions or need additional information, please call.

Very truly yours,

CTL | THOMPSON, INC.

*Ryan R. Barbone E.I.T.*

Ryan R. Barbone, E.I.T.  
Staff Engineer

RRB:JDK:ac

Reviewed by: *James D. Kellogg*

James D. Kellogg, P.E.  
Division Manager

Exhibit G  
Water Requirements for The Village at Painted Pastures



**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

February 12, 2020

**Via Email:** [clee@balcombgreen.com](mailto:clee@balcombgreen.com)  
[sarad@balcombgreen.com](mailto:sarad@balcombgreen.com)

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

Re: Water Requirements for The Village at Painted Pastures

Dear Chad and Sara:

Wright Water Engineers, Inc. (WWE) has prepared this engineering letter in support of the Raley Ranch Project, LLC Sketch Plan submittal the Town of Silt (Town) for The Village at Painted Pastures.

**DOMESTIC WATER**

WWE worked with the project team to develop the proposed development scenario for The Village parcel. 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 137.6 EQRs. As discussed below, there is no proposed potable water irrigation on the parcel.

**IRRIGATION WATER**

All irrigation associated with the proposed development will occur with raw water supplies currently associated with the parcel.

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<sup>th</sup> 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.

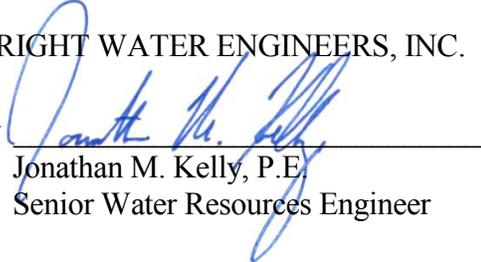
Chad Lee, Esq.  
Sara Dunn, Esq.  
February 12, 2020  
Page 2

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

G:\WWE\191-105\000\Docs\Village.docx

**TABLE 1**  
**EQR Rating for The Village at Painted Pastures**

**Town of Silt EQR**

Classification	EQR
<b>A</b> 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>B</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
<b>D</b> 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
<b>F</b> 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

**The Village at Painted Pastures Proposed EQR**

Proposed Units	EQR	Comments
136	81.6	14 ST/1BA; 50 1BD/1BA; 72 2BD/1BA apartments at The Village; (per 12/18/19 and 12/20/19 emails from John Reed)
40	40	24 3BD/2BA apartments at The Village plus 16 comm/residential; (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
<b>Total EQR</b>	<b>137.6</b>	

Exhibit H  
Water Dedication Proposal for Town of Silt



# 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

February 12, 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 for the Raley Ranch Project, LLC petitions for annexation of two parcels, with a total area of 11.224 acres, referred to as the Village at Painted Pastures.

The Village at Painted Pastures parcels are associated with 0.55 share in The Grand River Ditch Company evidenced by stock certificate No. 1073. An affidavit from John Tallichet, Manager of Raley Ranch Project, LLC, is attached hereto.

We propose to dedicate the 0.55 share to the Town of Silt and to connect the Village at Painted Pastures to the raw water irrigation system for the Town. The dedicated amount is in excess of what will be required for irrigation within the Village at Painted Pastures. However, Raley Ranch Project, LLC is not requesting credit for that excess to offset the 137.6 EQR potable water demand summarized in Table 1 prepared by Wright Water Engineers, Inc.

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

Sincerely,

BALCOMB & GREEN, P.C.

By:   
Sara M. Dunn

# 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

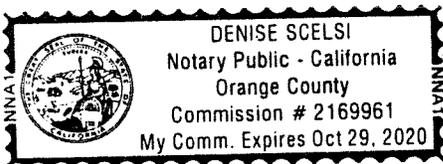
  
\_\_\_\_\_  
John Tallichet, Manager  
Raley Ranch Project, LLC

STATE OF CALIFORNIA    )  
  )    ss.  
COUNTY OF Orange    )

The foregoing Affidavit was subscribed and sworn to before me this 6<sup>th</sup> 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  $42^{\circ}43'47''$  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  $00^{\circ}22'25''$  East a distance of 244.62 feet to a point on the Northerly right-of-way of the Union Pacific Railroad;  
thence South  $81^{\circ}07'25''$  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  $00^{\circ}02'03''$  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  $88^{\circ}30'46''$  West along said Northerly right-of-way a distance of 106.71 feet;  
thence continuing along said Northerly right-of-way North  $71^{\circ}55'19''$  West a distance of 66.86 feet; thence continuing along said Northerly right-of-way North  $58^{\circ}43'20''$  West a distance of 93.99 feet; thence continuing along said Northerly right-of-way North  $79^{\circ}28'08''$  West a distance of 91.49 feet; thence continuing along said Northerly right-of-way North  $57^{\circ}21'03''$  West a distance of 97.90 feet; thence continuing along said Northerly right-of-way North  $37^{\circ}22'45''$  West a distance of 86.40 feet;  
thence continuing along said Northerly right-of-way North  $50^{\circ}07'22''$  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  $86^{\circ}28'33''$  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  $01^{\circ}12'33''$  West a distance of 50.17 feet;  
thence continuing along said Southerly right-of-way South  $86^{\circ}28'33''$  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  $42^{\circ}43'47''$  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  $86^{\circ}28'33''$  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  $00^{\circ}22'25''$  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  $81^{\circ}07'25''$  W along said northerly right-of-way a distance of 448.97 feet;  
thence leaving said northerly right-of-way N  $00^{\circ}22'25''$  W a distance of 244.62 feet to the point of beginning,  
County of Garfield, State of Colorado.

## **EXHIBIT B**

### **Water Rights Description**

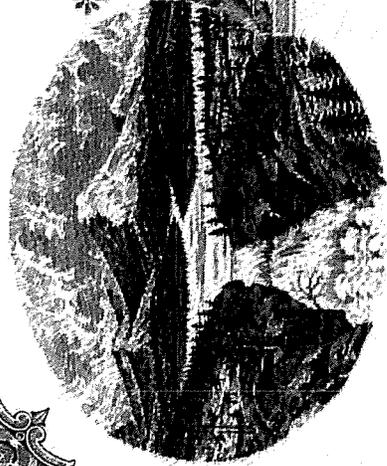
0.55 shares in the Grand River Ditch Company representing the right to use 0.08 c.f.s. (36 g.p.m.) of the 50 c.f.s. decreed to the Lower Cactus Valley Ditch Priority No. 142B.

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.

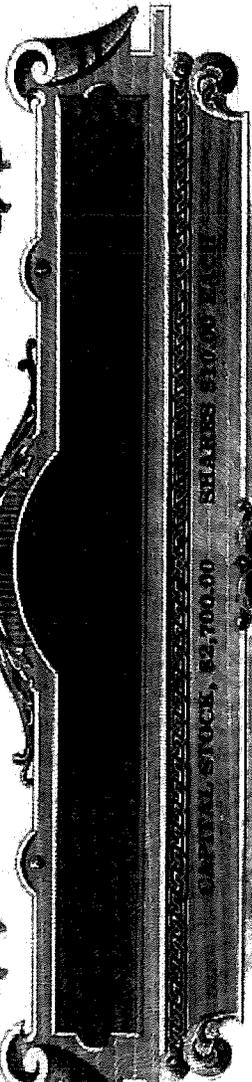
INCORPORATED UNDER THE LAWS OF THE

STATE OF COLORADO



10 1073

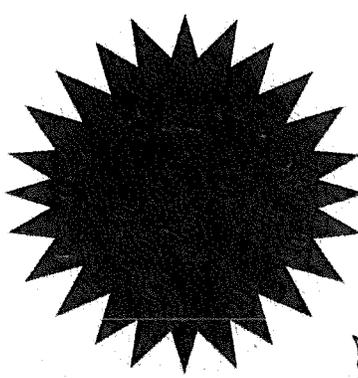
0.55 Shares



# RALEY RANCH PROJECT, LLC

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

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 hereunto affixed at Rifle, Colorado, this 28th day of November, A.D. 2019

*[Signature]*  
PRESIDENT

*[Signature]*  
SECRETARY

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 CHANGE WHATEVER.

For value Received, hereby sell, assign and transfer unto  
Messrs of the Capital Stock represented by the within Certificate,  
case, and do hereby irrevocably, constitute and appoint  
Attorney  
for transfer the said stock on the books of the within named  
Corporation with full power of substitution and otherwise  
Dated \_\_\_\_\_  
Signature of \_\_\_\_\_

**Certificate**  
No. 1073  
50¢ 0.55 Shares  
OF THE  
**PREFERRED STOCK**  
OF  
The Grand River Ditch  
Company  
ISSUED TO  
PAID UP CAPITAL \$1000

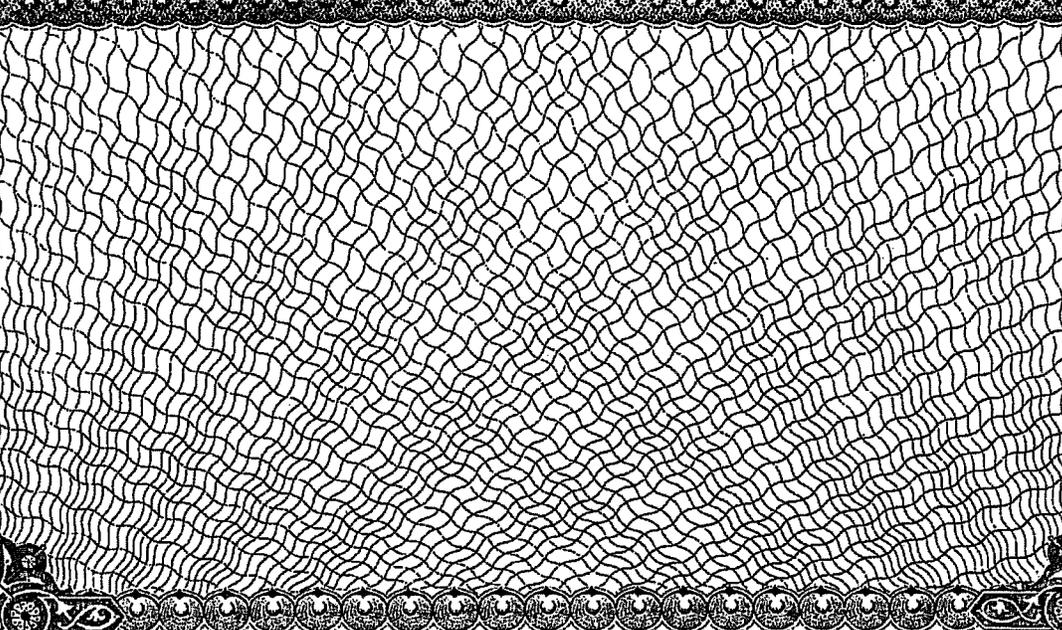


Exhibit I  
Minor Subdivision Sketch Plan Application Engineering Narrative

Doug Pratte, ASLA  
The Land Studio, Inc.  
365 River Bend Way  
Glenwood Springs, CO 81601

**RE: The Village at Painted Pastures-Minor Subdivision Sketch Plan Application Engineering Narrative**  
SE Job #: 19112

Dear Doug,

This engineering narrative has been prepared to supplement *The Village at Painted Pastures* Minor Subdivision Sketch Plan Application to the Town of Silt, Colorado. The various site engineering studies summarized in this narrative are intended to provide an evaluation and assessment of infrastructure needs associated with the Subject Site.

---

### **EXISTING SITE DESCRIPTION**

As is shown on the attached *C1.0 Existing Conditions Plan*, the Subject Site is currently exists as two parcels, Parcel A and Parcel B, and is located at the far east end of the Town of Silt. The Subject Site is currently being annexed into the Town of Silt in a parallel process with the Minor Subdivision Sketch Plan application. The Subject Site is bounded on the north by State Highway 6, on the east by vacant Colorado Department of Transportation (CDOT) land and out the south and west by the Lower Cactus Ditch.

The Subject Site currently exists as an undeveloped hayfield. The Subject Site generally slopes from north to south in elevations ranging from 5480'-5470' and encompasses a total of 11.224 acres.

As is stated above, the Lower Cactus ditch runs along the west and south boundaries, crossing through Lot 2 before it crosses State Highway 6. There are also existing 8" water and sewer mains which enter the Subject Site at the east end of Lot 2, and then they cross underneath the ditch to the south side of the ditch and parallel the south side of the ditch as they head to the west.

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### **PROPOSED SITE DESCRIPTION**

As is shown on the attached *C2.0-Proposed Lots and Easements* plan, with this application the two existing parcels will be combined and will be subdivided into a three lot subdivision for future development. This application does not include any development plans outside of the attached *C3.0-Conceptual Utility/Access Plan* to show all three lots can be served with the required utilities. Detailed engineering plans/analysis will be submitted to support any building permits, or with any Site Plan applications for any of the three lots.

---

### **POTABLE WATER SYSTEM**

#### **EXISTING POTABLE WATER SYSTEM**

As is shown on *C1.0 Existing Conditions Plan*, there is an existing 8" water main which crosses State Highway 6 at the east end of Lot 2 which then crosses underneath the Lower Cactus Ditch through a 16" casing pipe and essentially parallels south side of the ditch running to the west boundary of Lot 2. The water main is part of the Town of Silt's potable water distribution system.

#### **PROPOSED POTABLE WATER SYSTEM**

The proposed development will be served by the Town of Silt's water system. The system will be designed to provide a reliable water supply adequate to meet fire flow requirements and in-house needs of the proposed development. The anticipated water uses are primarily potable water and fire protection. No potable water will be used for irrigation.

A new 8" water main will be constructed from the existing main on the north side of the ditch at the east end of Lot 2 and will be extended through the Subject Site in an alignment which will be determined when development plans are prepared for each Lot. Please refer to the attached *C3.0-Conceptual Utility/Access Plan* which shows that all three lots can be served by water, however,

when development plans are prepared for any of the lots, detailed engineering drawings will be submitted with a Site Plan Application. At that time detailed EQR calculations will be also provided.

---

## **SANITARY SEWER SYSTEM**

### **EXISTING SANITARY SEWER SYSTEM**

As is shown on *C1.0 Existing Conditions Plan*, there is an existing 8" sewer main which crosses State Highway 6 at the east end of Lot 2 which then crosses underneath the Lower Cactus Ditch through a 16" casing pipe and essentially parallels south side of the ditch running to the west boundary of Subject Site. The sewer main is part of the Town of Silt's sanitary sewer system.

### **PROPOSED SANITARY SEWER SYSTEM**

The existing sanitary sewer infrastructure will be extended to serve the proposed development. The proposed sanitary sewer system will be designed in accordance with the Town of Silt Municipal Code. A new 8" SDR 35 gravity sewer main will be installed from the existing 8" sewer main and routed through the Subject Site to serve each of the three lots. Please refer to the attached *C3.0-Conceptual Utility/Access Plan* which shows all three lots can be served by sanitary sewer, however, when development plans are prepared for any of the lots, detailed engineering drawings will be submitted with a Site Plan Application. At that time detailed EQR/sewer usage calculations will be also provided.

---

## **IRRIGATION**

A raw water system will be installed to provide landscape irrigation to all open space in the Subject Site between the months of May and October. There is currently a raw water irrigation stub located on the north east side of the proposed Highway 6 and North Overo Boulevard which will be extended across the Highway 6 with the construction of a new roundabout to serve the Subject Site.

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## **SHALLOW UTILITIES**

Sheet *C3.0-Conceptual Utility/Access Plan* is included with this application to show that each of the three lots can be served by the necessary shallow utilities. Currently all shallow utilities which will be needed to serve future development on the Subject Site exist on the north side of State Highway 6. With the construction of the North Overo Boulevard/State Highway 6 roundabout, necessary conduits will be installed across State Highway 6 to facilitate the extension of electric, telephone and cable to the Subject Site as is shown on the conceptual Utility/Access Plan. When development plans are prepared for any of the lots, detailed engineering drawings will be submitted with a Site Plan Application.

## **ELECTRIC/GAS**

Xcel Energy has existing facilities on and near the site which will be utilized to meet the needs of the proposed development. As development plans are prepared for any of the three lots, it will be necessary to coordinate with Xcel Energy with the needs of the development to determine what if any upgrades need to be made to their existing infrastructure to serve the Subject Site. A will serve letter is included with this application.

## **TELEPHONE**

Centurylink has existing facilities on and near the site which will be utilized to meet the needs of the proposed development. As development plans are prepared for any of the three lots, it will be necessary to coordinate with CenturyLink with the needs of the development to determine what if any upgrades need to be made to their existing infrastructure to serve the Subject Site. A will serve letter is included with this application.

## **CABLE**

Comcast Cable has existing facilities on and near the site which will be utilized to meet the needs of the proposed development. As development plans are prepared for any of the three lots, it will be necessary to coordinate with Comcast with the needs of the development to determine what if any upgrades need to be made to their existing infrastructure to serve the Subject Site. A will serve letter is included with this application.

letter is included with this application.

---

### ACCESS

We have submitted two access permit applications to CDOT to allow for two accesses from Highway 6 to the Subject Site. As is shown on the *C3.0-Conceptual Utility/Access Plan*, one access will be from the south side of a new roundabout which will be constructed in the CDOT right of way on at the shared boundary of Lots 1 and 2. The second access will be approximately in the center of Lot 3 and access will be provided through Lot 3 to Lot 1 allowing for looped access through the site. The access through the site will be designed and maintained to meet the Colorado River Fire Rescue standards. All emergency accesses will be designed for H-20 loading and will be maintained year round and plowed in the winter. All roads will be privately owned and maintained and will not be dedicated to the Town of Silt as public right-of-way.

---

### STORMWATER MANANAGEMENT/DRAINAGE

The proposed drainage concept for this project will include planned drainage facilities to manage storm water runoff from the site. Drainage facilities will be designed to convey the on and off-site flood flows for the 25-year storm while major drainage paths will be designed to convey the 100-year storm.

The overarching concept of the proposed drainage plan will be to install a treatment train of water quality BMPs to limit the disruption of natural hydrology, utilize on-site filtration, manage and route storm water runoff appropriately, eliminate sources of contaminants and to remove pollutants from storm water runoff. When development plans are prepared for any of the lots, a detailed drainage analysis will be prepared and submitted to support engineering drawings as part of a separate Site Plan Application.

---

### NATURAL HAZARDS/FLOOD

The Subject Site is entirely outside of any flood hazard zones.

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### CONCLUSION

For the Town of Silt Minor Subdivision Sketch Plan application process, it has been determined that the site will have good access, can be served by all required utilities, and the drainage will be easily mitigated and natural hazards do not impact the site.

Please contact us with any questions or clarifications.

Sincerely,

Yancy Nichol, PE  
Principal





02/12/2020

Stephanie Helfenbein  
Sopris Engineering, LLC  
502 Main Street Suite A-3  
Carbondale, CO 81623  
PH 970.704.0311

RE: The Village at Painted Pastures

To whom it may concern:

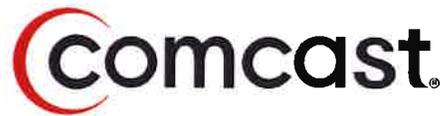
Your request for facilities to The Village at Painted Pastures is within CenturyLink's serving area and will be provided in accordance with all the rates and tariffs set forth by the Colorado Public Utilities Commission.

Connections to CenturyLink facilities are contingent upon the customer meeting all the requirements of the Utilities tariffs that are in effect for each requested utility service at the time the application for service is made by the customer and formally accepted by CenturyLink. Connection requirements may include provisions for necessary line extensions and/or other system improvements, and payment of all applicable system development charges, recovery agreement charges and other fees or charges applicable to the requested service.

Although CenturyLink diligently seeks to expand its facilities as necessary to meet anticipated growth, CenturyLink services are provided to eligible customers at the time of connection to the facilities on a "first come, first served" basis after acceptance of the customer's application as described above. In certain instances, our facilities and capacities may be limited. Accordingly, no specific allocations or amounts of CenturyLink facilities or supplies are reserved for service to the subject property, and no commitments are made as to the availability of CenturyLink service at future times.

Sincerely,

Jason Sharpe  
Senior Field Engineer  
970-328-8290



November 22, 2019

**Raley Ranch Project, LLC  
8191 E Kaiser Boulevard  
Anaheim, CA 92808**

**RE: Painted Pastures  
Silt, Colorado**

Please accept this letter as confirmation that Comcast of Colorado/Florida, Inc. has the ability to provide cable service to the captioned location. The provision of service is contingent upon successful negotiations of an Agreement between the developer and Comcast Cable Communications, Inc.

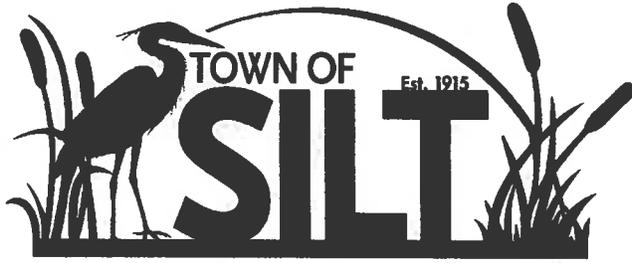
Should you require additional information, please contact Michael Johnson. I can be reached at (970) 930-4713 or by email at [Michael\\_johnson@cable.comcast.com](mailto:Michael_johnson@cable.comcast.com)

Sincerely,

A handwritten signature in blue ink that reads 'Michael Johnson' with a long, sweeping underline.

Michael Johnson  
Construction/Engineering  
Comcast Cable Communications

This letter is not intended to give rise to binding obligations for either party. Any contractual relationship between the parties will be the result of formal negotiations and will only become effective upon execution of the contract by representatives of the parties authorized to enter into such agreements. During any negotiations, each party will bear its own costs and will not be responsible for any costs or expenses of the other party, unless separately agreed to in writing.



231 N. 7<sup>th</sup> Street / P.O. Box 70 / Silt, CO 81652  
Phone: 970-876-2353 / Fax: 970-876-2937

---

Colby Christoff, PE  
Sopris Engineering  
502 Main St.  
Carbondale, Co 81623

In regards to the upcoming proposed annexation of the Painted Pastures additional development. This additional development will be serviced with the Town of Silt's utilities, including Water, Wastewater and Irrigation. These additions to the existing Town structures will be dependent on a approved set of engineered plans provided by the developer and reviewed by Town staff.

Sincerely,

A handwritten signature in black ink, appearing to read "Trey H. Fonner", written over a horizontal line.

Trey H. Fonner  
Public Works Director  
Town of Silt



## WILL SERVE LETTER

November 22, 2019

Sopris Engineering  
502 Main St  
Carbondale CO 81623

Re: Riverview/Village/Highlands Subdivisions

Dear Mr. Christoff,

This letter is to confirm that Xcel Energy is your utility provider for natural gas and electrical service. In accordance with our tariffs, on file with and approved by the Colorado Public Utilities Commission, gas and electric facilities can be made available to serve the project at Riverview/Village/Highlands Subdivisions in Silt CO .

Your utility service(s) will be provided after the following steps are completed:

- ***Application submitted to Public Service's "Builders Call Line (BCL)"*** – once your application is accepted you will be assigned a design department representative who will be your primary point of contact
- ***Utility design is completed*** – you must provide your design representative with the site plan, the one line diagrams, and panel schedules for electric and gas loads if applicable
- ***All documents provided by design representative are signed and returned***
- ***Payment is received***
- ***Required easements are granted*** - you must sign and return applicable easement documents to your Right-of-Way agent
- ***Site is ready for utility construction***

A scheduled in-service date will be provided once these requirements have been met.

It is important to keep in mind that the terms and conditions of utility service, per our tariffs, require that you provide adequate space and an easement on your property for all gas and electric facilities required to serve your project, including but not limited to gas and electrical lines and meters, transformers, and pedestals. General guidelines for these requirements can be found at [Site Requirements. https://www.xcelenergy.com/staticfiles/xe-responsive/Admin/Managed Documents & PDFs/Xcel-Energy-Standard-For-Electric-Installation-and-Use.pdf](https://www.xcelenergy.com/staticfiles/xe-responsive/Admin/Managed Documents & PDFs/Xcel-Energy-Standard-For-Electric-Installation-and-Use.pdf) Easement requirements can be found at [Utility Design and Layout.](#)

Xcel Energy looks forward to working with you on your project and if I can be of further assistance, please contact me at the phone number or email listed below.

Sincerely,

Samantha Wakefield  
Xcel Energy Planner  
970-625-6028

Mailing address: Public Service Company of Colorado  
1995 Howard Ave  
Rifle, CO 81650

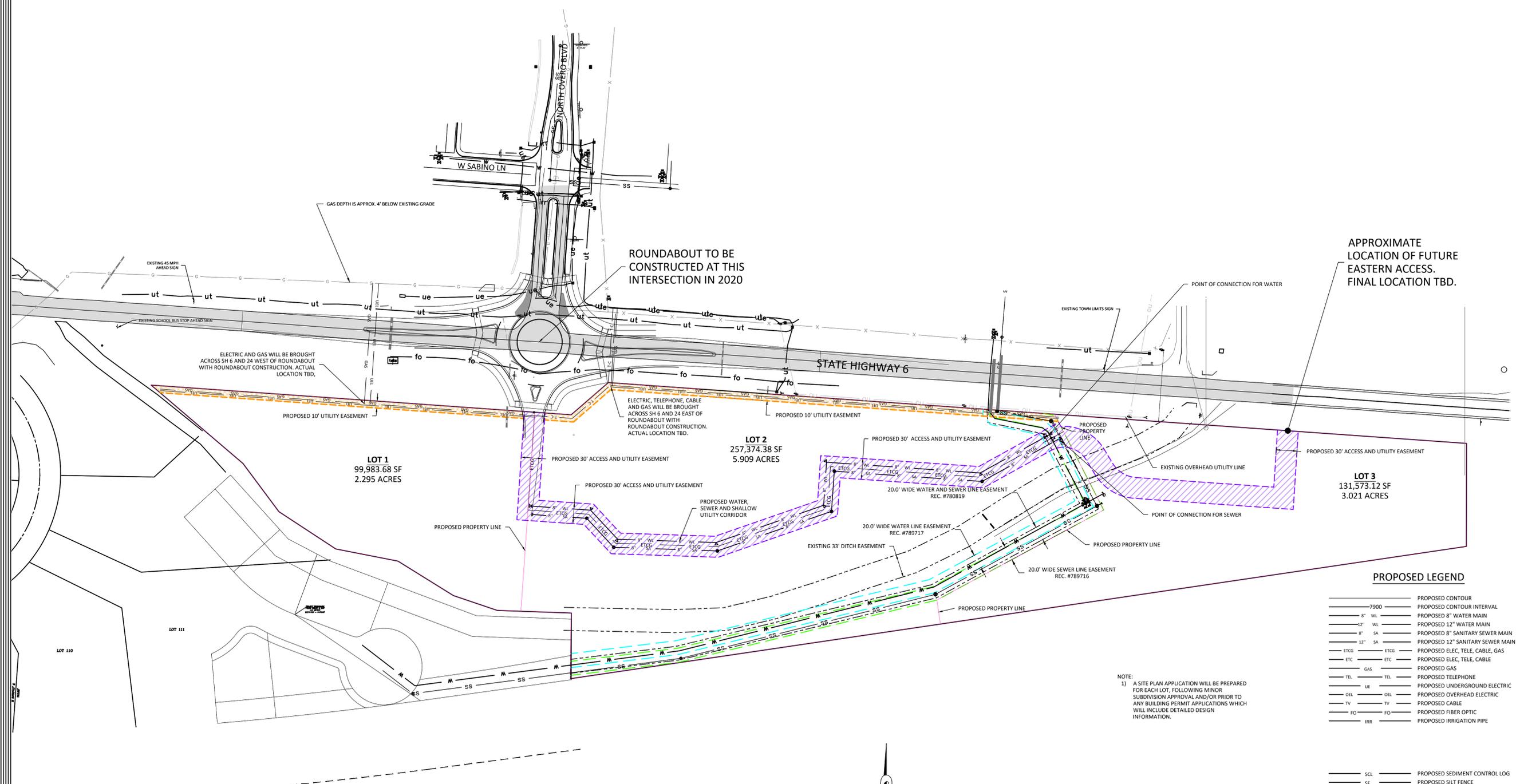
Exhibit J  
Sopris Engineering Sketch Plan





DESIGNED BY	SOH	2/14/20
DRAWN BY	SOH	2/14/20
CHECKED BY	YTN	2/14/20
DATE:	2/14/20	
JOB NO.	19112	

THE VILLAGE AT PAINTED PASTURES  
 TOWN OF SILT, COLORADO  
 MINOR SUBDIVISION SKETCH PLAN



NOTE:  
 1) A SITE PLAN APPLICATION WILL BE PREPARED FOR EACH LOT, FOLLOWING MINOR SUBDIVISION APPROVAL AND/OR PRIOR TO ANY BUILDING PERMIT APPLICATIONS WHICH WILL INCLUDE DETAILED DESIGN INFORMATION.

**PROPOSED LEGEND**

—7900	PROPOSED CONTOUR
—8"	PROPOSED 8" WATER MAIN
—12"	PROPOSED 12" WATER MAIN
—8"	PROPOSED 8" SANITARY SEWER MAIN
—12"	PROPOSED 12" SANITARY SEWER MAIN
—ETCG	PROPOSED ELEC, TELE, CABLE, GAS
—ETC	PROPOSED ELEC, TELE, CABLE
—GAS	PROPOSED GAS
—TEL	PROPOSED TELEPHONE
—UE	PROPOSED UNDERGROUND ELECTRIC
—DEL	PROPOSED OVERHEAD ELECTRIC
—TV	PROPOSED CABLE
—FO	PROPOSED FIBER OPTIC
—IRR	PROPOSED IRRIGATION PIPE

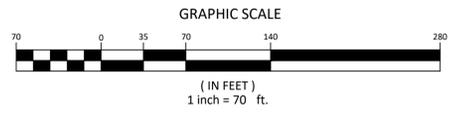
—SCL	PROPOSED SEDIMENT CONTROL LOG
—SF	PROPOSED SILT FENCE

—	10 YEAR HGL LINE (PROFILE)
—	100 YEAR HGL LINE (PROFILE)
—	EXISTING SURFACE (PROFILE)
—	FINISHED GRADE (PROFILE)

⊕	PROPOSED INLET PROTECTION
⊕	PROPOSED STABILIZED PARKING AREA
⊕	PROPOSED ELECTRIC MANHOLE
⊕	PROPOSED DRAINAGE DRY-WELL
⊕	PROPOSED SEWER MANHOLE
⊕	PROPOSED TELEPHONE MANHOLE
⊕	PROPOSED UTILITY MANHOLE
⊕	PROPOSED GUY WIRE
⊕	PROPOSED POWER POLE
⊕	PROPOSED FIRE HYDRANT
⊕	PROPOSED WATER VALVE
⊕	PROPOSED CURB STOP
⊕	PROPOSED GAS METER/VALVE
⊕	PROPOSED ELECTRIC TRANSFORMER
⊕	PROPOSED ELECTRIC METER
⊕	PROPOSED TELEPHONE PEDESTAL
⊕	PROPOSED CATV PEDESTAL
⊕	PROPOSED SEWER CLEANOUT



G:\2019\19112\CONV\CONV\DWG\SS\LOT SKETCH PLAN APPLICATION\19112-SKETCH PLAN.DWG - Feb 13, 2020 - 1:13pm

DATE	REVISION

TITLE  
**CONCEPTUAL  
 UTILITY/ACCESS  
 PLAN**

DRAWING NO.  
**C3.0**

2020 WESTERN PLACES / WESTERN SPACES

**HOT**

**PLANNING**  
— FOR THE —  
**FUTURE**

**DRY**

**CROWDED:**

**MARCH 5-6, 2020**

BONUS WORKSHOP / MARCH 4 / DEVELOPMENT FINANCE

**RMLUI**  
ROCKY MOUNTAIN  
LAND USE INSTITUTE



UNIVERSITY of  
**DENVER**  
STURM COLLEGE OF LAW

2020 Western Places/Western Spaces - Hot, Dry, & Crowded: Planning for the Future.  
March 5-6, 2020, University of Denver/Rocky Mountain Land Use Institute

Thursday March 5 --

2020 Keynote Speaker, Kaid Benfield:

Shaping community in the era of climate change.

It's getting warmer, the U.S. has the largest carbon emissions in the world-  
because we drive so much.

Traffic is growing 5x faster than the population.

Across the U.S. growth is 5.8%, 5 largest Rocky Mtn metro areas- 15.8% between 2010-2018.

7 thoughts/concepts for a more sustainable future

- 1) Land use patterns are not helping. Patterns were ok when urban growth began- not anymore. Most people live in suburbs. between 2001-17, 24 million acres have been developed.
- 2) It really matters where we put development. Transportation energy is greater than building energy. Carbon emissions are generally lower in downtown areas than suburbs. this is due to more people driving.
- 3) Better locations for development. Better locations are all around us. Commercial development such as malls is dying out.
- 4) Density is our friend, but so is human scale. Increased walkability = increased health. You have less runoff with more density.
- 5) Reducing driving. Reducing driving 5% will cut 148 million cuft of carbon emissions. In 1969, 48% of kids walked to school, by 2009 that had dropped to 13%.
- 6) Parks are healthy for cities. People live longer around nature. Place parks to where the most people can walk to it. Street trees- the more trees the more benefit to health
- 7) Sustainability is where the heart is. Build places that people love and they will last longer. Blend old and new together. Compare development to ecosystems.

Creating and Preserving Affordable Housing in the West:

- 1) Needs: 7 million people are rent burdened, existing housing stock and loans are maturing.
- 2) Programs: Federal, state local, HUD, rural development, private sector, RCAC (Rural Community Assistance Corporation, in 13 western states) and NRNC.
- 3) Challenges: Limited resources, construction costs, shortage of labor.
- 4) New Ideas: Modular units, Cottages such as ones built by Goodwin Knight, impact investing such as the Telluride Foundation, piggy back funding- good example is Roaring Fork School District- They passed a bond issue with 15 million earmarked for housing and created 60 rental units for teachers.

The RCAC offers community assistance with water and sewer systems by creating economies of scale like regionalization- where multiple systems merge into one or umbrella management organizations. On site support to rural water and wastewater staff and/or boards. You community can't grow if your water and wastewater systems and treatment plants can't handle the growth.

Low income housing tax credits on new construction may not be reaching many rural communities. In small communities, the cost of construction, incomes, labor, the real estate market and financing can be more challenging.

Preservation: Why? It costs less than new, prevents displacement, keeps a valuable subsidy in state and possibly avoids the "not in my backyard" mentality.

USDA section 515 is the largest affordable rental housing program for rural communities.

ROC USA offers technical assistance to residents (i.e. in trailer parks) to buy or create CO-OP properties.

#### Civic Engagement and Rural Resilience:

The states of Idaho, Montana and Wyoming partnered up to create the Western Community Assessment Network (We Can). These states combined resources to conduct community assessments in rural areas. They also facilitate communication between town leaders and citizens and to encourage participation from citizens. They listen to the citizens, learn what they need, put everything together to form a plan on how to do it.

This approach allows for more community involvement and empowers citizens as opposed to just leaders directing the community. For example, a citizen group that wants a splash pad.

This group talked about some of their experiences in dealing with small town governments such as: Small town leaders tend to work with people they know more so than the public or volunteers, the "STP" problem- the same ten people offering to help instead of a broader range of citizens, lack of leadership in small communities- they mean well but may lack certain education, and the one we hear most often- difficulty separating the personal from the political.

There is a lot of grief in once prosperous communities- industries moving away or closing and small businesses finding it difficult to survive.

Public Subsidy to Private Equity: measuring the Social Costs of Housing Speculation:

Housing matters, housing makes more sustainable communities.

- 1) Housing is a commodity or human right?
- 2) Long term rentals become short term.
- 3) Renovictions- renovate units to remove tenants.
- 4) Legacy properties sell- inflating prices and rents.
- 5) Historical residential- scraped and replaced.
- 6) Outside ownership siphons rent from a community.
- 7) Lack of inventory of affordable housing.

Economic Impacts of housing instability in regards to education can mean: lower GPA, higher levels of stress, more likely to drop out of school. In 2006 there were 415k homes in Colorado that were "doubled up" (living with grandparents etc.) in 2017 that number went up to 560,000.

Friday March 6 --

#### The Role of Water in Livable Cities:

Denver Water presented

Landscapes help maintain livable cities and towns. Neighborhood greenness has been tied to greater life expectancy. We need to be smart about it though, roughly 50% of single family water use goes to irrigate the yard.

40 million people depend on the Colorado River. Denver water serves 1.5 million people. The biggest issues that Denver faces are growth and climate change both of which mean less water for everyone. (personal note: those of us that live on the western slope need to be vigilant and pay attention to what the front range is doing to protect our water.)

Water use to irrigate yards is also about behavior. In the 1500's yards were created as a status symbol and that carried over to suburbia. Subdivision age equals different water usage and size of lawn. Denver water surveyed yards and 1968 seems to be the high point with water useage in average priced neighborhoods. Suburban yards grew to that point then started to decrease after.

HOA's tend to use more water to irrigate. (common areas, covenants to keep yards green)

Denver Water is highly promoting sustainable landscapes (so your yard still looks good in time of drought.) and water neutral development such as "water offsets". Examples being conservation measures or collecting rain water. Denver asked it's customers where is bluegrass most valuable? The vast majority cited public parks and athletic fields over their own yards, suggesting that they understand that there will be less water in the future.

Question the functionality of the landscape/grass- When your kids are little, you need the grass for them to play in, but do you need all of the grass when they go to college?

#### Resilience Planning for Uncertain Futures:

Resilience definition is: For a community to rebound and positively adapt and thrive.

Information is on DOLA's website under CRO- Colorado Resiliency Office.

- 1) Resilience planning is somewhat new.
- 2) The planning must be able and willing to change.
- 3) It is action oriented and rapid moving, a living document.
- 4) This planning addresses community shocks and stresses. (such as with COVID-19)
- 5) There is some aspect of community involvement to this.
- 6) Don't reinvent the wheel- see what other communities have done.
- 7) Funding sources can be unpredictable as well as climate change, drought and disease.

The use of short term solutions to address long term problems isn't healthy for a community.

#### Watershed Resilience through Innovative Partnerships:

Front range water districts are all connected to one another as well as their watershed that brings water from as far as 180 miles away. Denver watershed extends to Aspen. Denver Water has a "forests to faucets" program to educate consumers about how they are monitoring water throughout.

Wildfire watershed assessments identify critical watersheds for supply. They also identify areas where tree thinning, prescribed fires and watershed improvements can be beneficial. The Roaring Fork watershed has been assessed. They also identify areas where flooding, mudslides and debris flows can be problematic. The U.S. Forest service provides assistance with this.

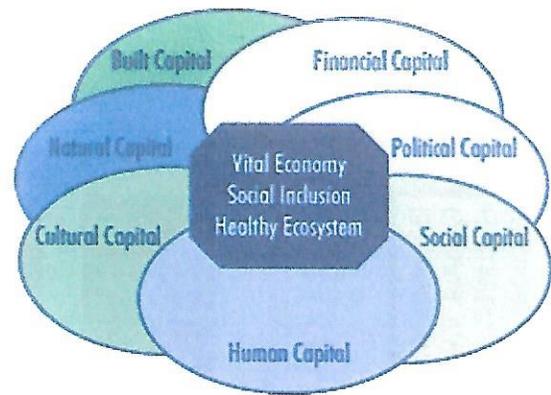
The larger watersheds have been done, the focus is now on the smaller watersheds. Water from Colorado goes to 19 states.

Current challenges are:

- 1) Planning for a hot, dry and crowded world.
- 2) Damage by insects and disease is on the rise.
- 3) Dealing with uncharacteristically large fires.
- 4) Do you try to correct damage by wildfires- i.e. plant trees or accept it?
- 5) Assess wildfire risks vs. watershed priorities and
- 6) Budget is biggest concern.

There is shared stewardship between the U.S. Forest service with states and communities through MOU's (memorandum of understanding). The U.S. forest service signed an MOU with Colorado in 2019.

# Community Capitals Framework: One Way to Analyze Program Ripple Effects



## Community Capitals Framework

### WHY USE THIS?

The Community Capitals Framework offers a way to analyze systems change in communities, to identify where programs are having the greatest and least impacts. It also provides a community or organization a way to strategically think about program development needs and how different community assets can be linked together to create positive change.

Community Capitals material adapted from: "Spiraling-Up: Mapping Community Transformation with Community Capitals Framework." Emery and Flora (2006).

### SOCIAL

The connections among people and organizations or the social "glue" to make things happen. Bonding social capital = close redundant ties that build community cohesion. Bridging social capital = loose ties that bridge among organizations and communities. Entrepreneurial social capital (ESI) = willingness to consider alternative ways of reaching goals.

- Small business-owner network developed
- Youth to youth mentoring
- More organizations and groups are linked together through the participation of members in teams
- Local businesses linked to multiple agencies for technical support
- Farmers and producers mentor each other

### NATURAL

Assets that abide in a particular location, including weather, geographic isolation, natural resources, amenities, and natural beauty.

- Leaders act to enhance green space
- Community garden
- Community cleanup
- Park improvement
- 

### CULTURAL

The way people "know the world" and how they act within it, as well as their traditions and language.

- Community adopts a broader perspective of an issue
- Festivals/parades/celebrations
- Community more pro-youth
- People believe in their ability to shape their future

- "Giving back" both in dollars and time becomes a dominant value

### HUMAN

The skills and abilities of people to develop and enhance their resources.

- Increased knowledge and skills in entrepreneurship, leadership, grant writing, insect identification, how to run effective meetings)
- Increase in volunteer hours

### FINANCIAL

Financial resources to invest in community capacity-building, underwrite the development of businesses, to support civic and social entrepreneurship, and accumulate wealth for future community development

- Local investment club created
- Community Foundation created
- Formation of business clusters

### BUILT

Infrastructure supporting these activities

- Small business incubator is built
- Broadband
- Businesses expand capacity

### POLITICAL

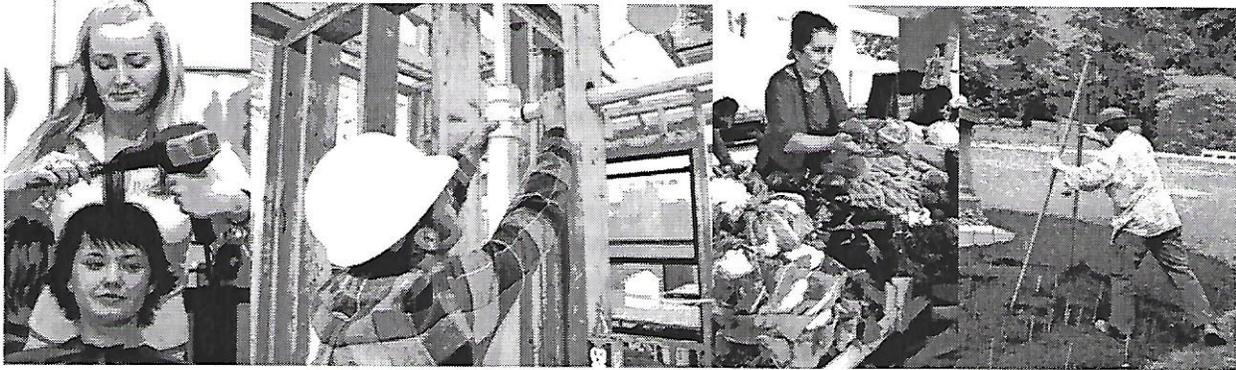
Access to power, organizations, connection to resources and power brokers. The ability of people to "find" their own voice and to engage in actions that contribute to the well being of their community

- Leadership is diversified – more women and young people run for office and start businesses
- Business owners participate in state and local government
- Local elections have at least two candidates running.

# Housing Diversity: Supporting Community and Economic Stability

Prepared by Erik Kingston, PCED. Contact [erikk@ihfa.org](mailto:erikk@ihfa.org) | March 1, 2020

## What you need to know about housing



**Homes make communities possible.** To be sustainable\* housing must be affordable and accessible to all residents—first responders, seniors or retirees, working families and professionals, and those living with disability. *Healthy housing infrastructure reflects the needs and incomes of real people.*

**The aim is to support *community housing choices*<sup>†</sup> within reach of people who:**

- *work for a living—at all wage levels;*
- *provide essential community services;*
- *engage in community and civic activities; and/or*
- *spend their retirement years and incomes locally*

*“Idaho needs more homes within reach of our workforce, families, and friends.”*

**Economic development role.** Housing affordability supports sustainable economic development, representing a *perpetual wage subsidy* for local employers and *net salary increase* for working households—benefits that remain in the local community as long-term assets. Think of local housing stock as *critical infrastructure*; essential to a recruitment and retention strategy for outside investment, good-paying jobs and *dynamic workforce development*. Employers know a stable *local* labor force is important for productivity, planning, and competitiveness; they also know long commute times and financial strain can impact job performance and reliability.

*“Employers know that housing is where jobs go to sleep at night.”*

**<sup>†</sup>Housing choice = economic opportunity.** Fair housing laws give Americans the right to live where we choose and where we can afford. This ‘housing choice’ affects access to essential community assets such as health care, education, food, government, law enforcement, retail and recreation. Policies distributing housing types/prices across neighborhoods, communities and regions—thereby supporting access to services—are more defensible in the long run. Always include the needs, incomes, and voices of diverse community members when discussing, reviewing or revising comprehensive plans, zoning ordinances, development applications, etc.

**\*sustainable** used here means *enduring forever—just like Idaho’s state motto esto perpetua*

**Affordability = stability.** Since the National Housing Act of 1937, housing costs below 30% of household income have been considered *affordable*. When housing costs exceed 30%, households are *cost burdened*; if they exceed 50%, households are *severely cost burdened*.

This puts households at risk with negative consequences for families and communities. Alternately, we measure *residual income*—household resources available for housing after other essential costs are met. Recent analysis shows a rise in *foregone spending*—money flowing out of the economy as a result of cost burden—an **estimated \$670M loss for Idaho in 2018**.

**We all benefit from diverse housing markets.** When working households, retirees and others can comfortably meet basic costs associated with local housing, they have more time, money and energy to invest locally. Communities benefit from less traffic, more stability, and engaged residents. School and job attendance go up, while public costs associated with community health and safety go down. Stable households are better able to build *social capital* and cultivate supportive networks essential to economic mobility and opportunity, which in turn reduces their reliance on social programs or public assistance.



*“Stable housing lets each of us build the ‘social capital’ needed to reach our full potential.”*

**Housing + Utility + Transportation (HUT) Index.** Housing is made affordable by increasing household incomes or lowering the *HUT index*, where *Housing + Utilities + Transportation = the net cost of housing choice and location*. Creating sustainable housing assets means focusing on location, quality and performance to reduce life-cycle and household costs. Utility costs can be extremely variable and significant in homes built when energy and efficiency were undervalued.

**Local needs require local partners and solutions.** A sustainable and diverse range of housing options starts with understanding housing’s role in economic and community development; it also requires teamwork among interested parties. These include housing, community and economic development professionals, policy makers, building officials, planners and developers, people with disabilities, seniors (and seniors in training), along with business, corporate, neighborhood, and community leaders who identify local needs and define the scope and direction of planning efforts.

**Idaho’s housing crisis limits workforce development.** Employers throughout Idaho say the lack of housing options means they can’t recruit or retain the workers they need—from health care, education or retail, to construction trades or first responders. *We’re all affected.*

**Five takeaways:**

- *Healthy housing markets are like ecosystems—diversity equals strength*
- *Housing types and prices that reflect the needs and incomes of local residents create healthy, stable communities and economies.*
- *Housing that is affordable to a range of incomes serves as a perpetual wage subsidy to all local employers.*
- *Workers effectively provide a subsidy to employers and customers by commuting or living in substandard housing to provide services at a price we consider affordable.*
- *Housing that accommodates students, retirees, seniors or persons living with disability helps families, knowledge and incomes stay put.*

## Preserving and Expanding Housing Diversity

**Conservation and preservation matter.** We all know the most cost-effective energy investment is in *negawatts*—energy saved through conservation. Likewise, every community has what's called *naturally occurring* or *legacy* affordability. Legacy housing typically has limited or no debt, reflects lower construction costs, and contains significant *embodied energy*.

Preserving existing affordability is like patching the holes in a leaky bucket before trying to fill it. Communities that fail to preserve affordability risk externalized social costs.

**Conversion, gentrification and speculation erode affordability.** Converting legacy housing to investment property, luxury units or short-term rentals erodes affordability and further limits housing choices. New ownership means new financing costs and higher rents, and—like house flipping—means more holes in the bucket.

**New construction costs and supply or demand.** Labor and material costs are part of the housing equation as are high land prices in locations served by public investment and infrastructure. This means we can't simply build our way out of a housing shortage. The laws of supply and demand don't apply equally to housing and corn, so building more high-cost housing in one neighborhood may increase overall supply, but doesn't always mean housing costs will fall elsewhere.

### Sample Strategies

**Land banking.** Local government, school and highway districts, churches and private employers should proactively inventory, protect/acquire and designate key parcels for mixed-used and workforce/affordable residential development. Land near transit hubs, employment centers and services is an essential asset.

**Remove land costs from the equation.** *Community land trusts*—or *housing trusts*—hold land in trust via a public or nonprofit entity. Land is leased to qualifying homeowners, who own the improvements and build equity. Alternately, the trust may develop rental housing for households with specific income ranges or essential community workers, preserving long-term affordability.

**Impact and crowd investment.** Federal funds involve legal and regulatory requirements that can push the cost per unit to over \$220K and require large developments. Impact or crowd investing can yield positive, measurable impacts alongside a financial return. This market-based approach to financing 'missing middle' or neighborhood-friendly residential development can reduce costs and allow local investment. Distributing smaller-footprint projects across communities can also reduce opposition.

**Engage local employers.** Remember that diverse housing types and price points represent both a perpetual wage subsidy and valuable recruitment and retention tool for local public and private employers. *Workforce development* and productivity depend on an adequate supply of *workforce housing*—*workforce* includes all who work for a wage. Employers can partner with other stakeholders to finance and develop housing units that meet the needs of key staff positions and wages.

**Cooperative tenant ownership.** Housing cooperatives reflect a priority for housing stability in many countries and states. Tenants form cooperatives and secure government-backed or private financing to purchase or build housing with a mix of private and shared space. This expands ownership opportunities and builds equity for more households, while offering flexible living arrangements and expanding residential capacity.

**Re-think residential codes.** Revise minimum lot size and square foot requirements—along with fees, occupancy limits and household definitions—to support small-footprint residential, Accessory Dwelling Units (ADUs), and other strategies to reduce costs and increase housing diversity. These strategies serve the health, welfare and safety of communities best when they preserve local control over the housing market. Outside and institutional speculative investors can undermine local interests and values.

**Local Housing Solutions.** A great online housing explainer is at [localhousingsolutions.org](http://localhousingsolutions.org). From basics to understanding and shaping policy, this site presents clear, simple and practical videos and summaries.



# Housing Market Realities: Where We Are and How We Got Here

Prepared by Erik Kingston, PCED. Contact [erikk@ihfa.org](mailto:erikk@ihfa.org)

## Key Factors, Trends, and Ripple Effects:

**Shifting Priorities.** After WWII, federal housing finance and urban renewal policy aimed to raise living standards for urban dwellers through 'bigger, better' housing. The feds—and private lenders—shifted support from downtown residential and mixed-use to suburbs. Freeways displaced urban neighborhoods as race-based redlining and restrictive zoning ordinances evolved.

Larger suburban homes separated from employment centers increased traffic and commuting costs to move the workforce. See the 'Housing Transportation Affordability Index.' [htaindex.cnt.org](http://htaindex.cnt.org)

**Housing Financialization.** Subsequent changes in tax policy and investment patterns meant housing was seen increasingly as a commodity. Speculation led to housing costs inflating at a faster rate than incomes. In the years since the recent housing market crash, several factors have contributed to current challenges:

- Institutional and foreign investors now use housing markets to launder money or extract revenue. This remote control of residential markets undermines local accountability and siphons rent from the local economy, while shifting displacement costs to locals.
- As primary markets overheat, investment activity moves to (and inflates) secondary markets in places like Idaho. Think private equities/hedge funds and REITs (Real Estate Investment Trusts).
- Homeowners found themselves underwater as prices crashed and foreclosures ballooned. Large investors purchased and converted them from owner-occupied homes to increasingly costly rentals.
- Former owners joined existing renters, increasing demand for a housing supply either held in limbo by banks or investors who paid pennies on the dollar.
- Rising prices triggered a new wave of 'flipping' (i.e., selling a home within 12 months of purchase). Windermere Chief Economist Matthew Gardner calls flipping as a 'precursor and contributor to a housing bubble.' —10/10/17 *Economic Summit, JUMP*

Other factors influencing rental *supply and demand* and costs include conversion of primary residential units to short-term rentals, limited federal support for housing, industry emphasis on higher-cost residential development, and purchase/conversion of affordable multifamily complexes driving rents up and tenants out. Increased density without conditions that ensure long-term community benefits may also increase costs.

## Rental Vacancy Rates (RVRs)

The percentage of residential property available for rent. A 'healthy' RVR is between 5% and 6%, which balances supply and demand. Pre-recession RVRs in Treasure Valley markets were in the low-to mid teens. Since 2015, these and other markets are now consistently below 1%. This drives up rents and limits housing choices for full-time workers earning less than \$20/hour, seniors and others on fixed incomes. **The statewide RVR\* has declined steadily from 5.47% in Q4 2011.**

County	Available Units	Total Units	RVR*
Ada	27	6075	0.44%
Adams	0	38	0.00%
Bannock	8	627	1.28%
Bear Lake	4	170	2.35%
Benewah	0	38	0.00%
Bingham	1	536	0.19%
Blaine	0	348	0.00%
Boise	0	24	0.00%
Bonner	4	356	1.12%
Bonneville	18	1696	1.06%
Boundary	0	16	0.00%
Butte	0	29	0.00%
Camas	0	2	0.00%
Canyon	57	2175	2.62%
Caribou	2	58	3.45%
Cassia	8	425	1.88%
Clearwater	0	32	0.00%
Custer	9	57	15.79%
Elmore	7	324	2.16%
Franklin	0	49	0.00%
Fremont	0	53	0.00%
Gem	0	111	0.00%
Gooding	2	125	1.60%
Idaho	4	100	4.00%
Jefferson	1	188	0.53%
Jerome	4	354	1.13%
Kootenai	25	2173	1.15%
Latah	19	534	3.56%
Lemhi	1	74	1.35%
Lewis	0	1	0.00%
Lincoln	0	4	0.00%
Madison	5	442	1.13%
Minidoka	8	178	4.49%
Nez Perce	0	527	0.00%
Oneida	0	1	0.00%
Owvhee	0	62	0.00%
Pavette	0	320	0.00%
Power	4	124	3.23%
Shoshone	0	146	0.00%
Teton	0	111	0.00%
Twin Falls	67	1667	4.02%
Valley	5	157	3.18%
Washington	1	206	0.49%
<b>*Statewide</b>	<b>291</b>	<b>20733</b>	<b>1.40%</b>

\*Source: [housingidaho.com](http://housingidaho.com) 3/1/20 (mostly multifamily and affordable to household income equivalents up to \$20/hr FT)

## Shaping Community in the Era of Climate Change: 7 Thoughts for a More Sustainable Future

Kaid Benfield, PlaceMakers LLC – Keynote Speaker

### Big Picture Data

- 1) Temperatures rising;
- 2) CO2 increase from 1900-2014;
- 3) U.S. is largest emitter per capita;
- 4) Transportation 29%, Electricity 28%, Industry 27%, Commercial & Residential 12%, Agriculture 9% in total U.S. greenhouse gas emissions;
  - a. We are driving so much (vehicle miles traveled);
  - b. Tripled the amount of vehicle miles, but only increased population by 60%
- 5) Consequences of Climate Change

Drought Population growth of 5.8% average in U.S. but 15.8% in Rocky Mountain metro areas;

### 7 Thoughts for a More Sustainable Future;

- 1) Our land use patterns are not helping. Still.
  - a. We're mostly suburban 27% urban
  - b. Low density, vehicle dependent;
  - c. Natural land converted to development, lower 48 states, 2001-2017: 24 Million acres - That's larger than IN'
  - d. Agricultural land converted, 1992-2012: 31 Million acres
- 2) Even a 'Green' development in the wrong place is not great, with transportation energy considered
  - a. If locate development adequately, keep emissions down;
  - b. Urban core is the lowest carbon footprint;
  - c. Carbon maps can advise as to areas to avoid;
  - d. Prairie Ridge Estates net-zero energy homes, but located 40 miles from Chicago (emit 1.11T/mo, twice as much as the regional average and 4 times as much as Chicago)
- 3) Better locations for development are all around us
  - a. Rethinking urban and suburban landscapes (retrofit), re-tooling abandoning buildings, parking lots, and vacant land;
  - b. Main Street redevelopment incorporating landscaping, pedestrian thoroughfares;
- 4) Density is our friend. But so is human scale.
  - a. Reconciliation of location + density
    - i. Increased walkability;
    - ii. Decreased vehicle trips;
    - iii. Better storm water run-off;

- iv. Going from 9 homes/acre to 53 homes/acre, decrease of 10,000 VMT/Hh
  - v. Increasing density of new development 20% saves land equal to 3.5 acres in Rocky Mountain region;
- 5) Walking
- a. Environments where walking is intrinsically dangerous means higher vehicle miles;
  - b. 48% of kids walked to school in 1969, but 13% walked in 2009;
  - c. School campuses are increasingly placed in rural areas where walking is not possible;
  - d. Obesity rates skyrocketing in recent years;
  - e. Need safety and convenience (people will weight 8-10 lbs less in areas that have walkability);
- 6) Nature is a Wonder Drug
- a. Moderates temperature, reduces energy usage, absorbs CO2, absorbs precipitation before it is polluted run-off,
  - b. Improved heart, lung, brain functions;
  - c. Improved academic performance, lesser anxiety;
  - d. Those walking distance of job live longer;
  - e. Buffer between competing land uses;
  - f. Street trees – the more trees on a given block, the more beneficial, urban farms, shade, reduction in energy consumption, green infrastructure
- 7) Sustainability is where the heart is
- a. Need to maintain and create ‘loveable’ places, which inspire;
  - b. Rocky Mountains shouldn’t be disturbed by the built environment;

## **A Climate of Change for Lawyers: Confidentiality, Conflicts & Public Citizenship**

Jim Martin, Natural Resources Law

Susan Daggett, Director of RMLUI

Eli Wald, DU Professor

- 1) Civil Disobedience 1.2(a) and 1.2(b) – Client wants to engage in efforts to disrupt a public process?
- a. Public processes are legal and civil disobedience is not, necessarily;
  - b. Public congregation to protest – since there are rules to professional conduct, uniformly adopted, and therefore, lawyer must explain legal consequences to civil disobedience
    - i. Is this empowering people to be disobedient civilly?
    - ii. Informing and educating clients are always appropriate, but lawyer must not assist client in criminal activity;
      - 1. Audience example regarding Keystone Pipeline in South Dakota where legislature approved a law that made ‘riot boosting’ illegal,

- struck down by district court, which prompted SD to re-model the law (original problem was trampling of civil rights);
    - 2. Protections in every state for attorneys simply giving advice and attorneys not complicit in potential legal acts;
    - 3. Some ethical rules are also rules of law under professional conduct
  - c. Rule 1.7 – Ex. A large firm takes a client that runs counter to an attorney’s moral compass, and therefore, attorney pickets against company;
    - i. Rule 1.7 – acting in personal capacity that run counter to a client’s position may have a personal conflict of interest, and imputation (assigning of responsibility) occurs to attorney (due to law firm’s position) and is a poor exercise of judgment not in interest of firm and reason for termination.
    - ii. Yale, Harvard students sent a letter to firm representing fossil fuel client, claiming to boycott jobs by firm; firm sent a letter to students that firm represents many companies and understands that jobs offered by firm may not be accepted, but that it would not be swayed by arguments – market realities;
    - iii. Guest opinions and contributions to political entities? No repercussions to associates, partners, necessarily, but some firms may have personal conduct rules;
    - iv. Firm can get into hot spot if it represents clients who have diverse or contradicting opinion;
- 2) Agency experts and scientists undermined by political influences?
  - a. Science doesn’t drive all decisions, but instead, cost, moral stances, procedural, and other reasons influence – not a violation of ethics to disregard;
  - b. With climate change, does the attorney have a stance where political forces are trying to usurp science and/or give false narratives, attorney has obligation to give both sides
    - i. Rule 1.13 – when attorney represents an agency, there is no representation of the political operatives and their leaders, and therefore, fraudulent information must be corrected on the record, up to and including disclosure of the side of the client in the client’s best interest ‘sounding the alarm of silent danger’;
    - ii. Commission of crime by entity, its leaders or actors, does attorney have the responsibility to disclose or ‘blow the whistle’ – No, an attorney is never obligated to disclose confidential information, except in the case of remedial action and in the case that action could be reasonable certain to result in substantial bodily injury or death; Colorado has an exception, but attorney may reveal confidential information to prevent client from committing a crime, even if the crime is not one where substantial bodily injury or death is not concerned; Florida has statute that requires attorneys to reveal knowledge in the case of substantial bodily harm and/or death;

## **Water Law & Policy 101, Hot, Dry and Crowded: Planning for the Future**

Jim Holway, Babbitt Center for Land & Water Policy

James Eklund, Squire Patton Boggs

Anne Castle, University of Colorado Getches-Wilkinson Center

Emily Tibbott, Senior Advisor, Environmental Policy, Governor's Office of Planning and Research, Strategic Growth Council

James Eklund – Fundamental Law of the River

1. Law of First Possession, Justinian in Roman times, doctrine originated
2. Morris Coffin, South Platte basin water infrastructure scheme, historic use
  - a. 1882 case – Left Hand Ditch Co. v. Morris Coffin
  - b. Doctrine of Prior Appropriation – first in time, first in right;
    - i. Doctrine of Riparianism – adjacency to river gives right to water, as long as the river is healthy; each adjacent user could use equal share, regardless of time period;
    - ii. Doctrine of Riparianism replaced Doctrine of Prior Appropriation, so that properties not on the river could get water
3. Edison – private property assumption of risk drove the need for water rights risk factors be known, without having water go down the river to an adjacent river user
4. John Wesley Powell – western United States should be divided for water needs and water basins
5. Rocky Mountain West are Prior Appropriation states; Colorado is a headwater state; Wyoming v. Colorado (1906) lit the fire for the compact
6. 25 trans-mountain diversions, 600,000 AF to give Front Range water (90% of the population of state), although falling and collected west of the Continental Divide (80%)

Anne Castle

1. Lee Ferry beneath Glen Canyon Dam separates Upper Basin (Colorado, Utah, New Mexico, & Wyoming) from the Lower Basin (California, Nevada, Arizona)
2. 1 acre foot = amount of water covering an acre of land to a depth of 1 foot = 325,851 gallons; 1 acre foot serves 2 households of 4 for a year, 1 million acre feet = 2 Lake Granbys
3. Colorado River Compact - 1922
  - a. Lower Basin gets 7.5 million acre feet (MAF) + 1 MAF;
  - b. Upper Basin gets 7.5 MAF, but bears the risk of shortage;
  - c. Deliveries to Mexico split equally between Upper and Lower Basins;

4. Upper Basin Allocations – Colorado = 51.75%, NM 11.25%, UT, 23%, WY 14%
5. 1944 Treaty – Mexico’s Allocation = 1.5 MAF/year; reductions in event of extraordinary drought
6. Flows Declining - In the last 20 years, flows exceeded average only 5 years out of 20; lowest 20-year period in the record; in the 1 percentile of 20-year flows from tree ring records back to 1400
7. Lake Mead Annual Water Budget – Inflow = 9.0 MAF; Outflow = 9.6 MAF; Mead Evap = .6 MAF; Deficit = 1.2 MAF on average per year
8. Low Flow Impact on Lake Powell
  - a. If hydrology repeats or gets worse, could drop below elevation 3,490 feet (where turbines are)
    - i. No hydropower production;
    - ii. Becomes impossible to release sufficient water to the Lower Basin;
    - iii. That’s what can trigger a ‘compact call’ (shutting down upper basin users)
  - b. Effect of a compact call
    - i. Post-compact (1922) rights at risk
      - a. All snowmaking water rights
      - b. Fryingpan-Arkansas Project 1957
      - c. Denver Water’s Dillon Reservoir 1946
      - d. Colorado-Big Thompson Project 1935
  - c. Drought Contingency Plan
    - i. States and Feds recognize current operations not sustainable;
    - ii. Additional actions necessary to reduce risk of reaching critical levels in Mead and Powell;
    - iii. Executed May 2019
    - iv. Agreement by 3 states to reduce their take from Lake Mead (Lower Basin DCP)

Emily Tibbott – California Strategic Growth Council

1. 80% of water goes to agriculture; 20% other purposes;
2. California Aqueduct
3. The most money wins; drilling deeper and deeper wells;
4. SGMA Basics
  - a. Groundwater law;

- b. Managing groundwater for long-term sustainability;
  - c. Local approach;
  - d. Groundwater sustainability agencies and plans;
  - e. State Agency roles;
  - f. 20 years to achieve sustainability;
  - g. Land Use implications
5. Implementation Challenges
- a. Groundwater data gaps;
  - b. Alignment across plans for a single basin;
  - c. Expectations on implementation schedule;
  - d. Inter-agency coordination;
  - e. Access and equity;
  - f. Fostering beneficial land use transitions; &
  - g. Need for local focus.

### **Concepts, Perspectives and Practice of Resilient City Financing with Case Studies and Prospects**

Arthur (Chris) Nelson, Ph.D., FAcSS, FAICP, Professor of Urban Planning and Real Estate Development, University of Arizona

1. Resilience Concepts: emphasizes the ability and speed a system to bounce back to its original condition after a disturbance; a single equilibrium point to which a system is returned.
2. Ecological resilience recognizes that systems can have multiple stable states that evolve and change;
3. Social-ecological resilience – people transform to their surroundings;
4. No true equilibrium occurs – constant state of flux
5. Cities must finance resilience – 55% of the global population lives in cities; cities contribute to 80% of GDP; therefore, cities and their populations need to solve the problem;
  - a. Should focus on low risk with low investments, but high return;

- b. Value capture as low risk, high return (things done now to generate benefits – taxing, mitigation scheme, reinvest back into system);
  - i. Impact fees for public infrastructure (every \$.50 in impact fees generate \$1.50 to \$2.00 back in investment (property value));
  - ii. Value captured from real estate profits;
  - iii. may also work with govt to capture efficiency gains (e.g. reduced parking) and use fee/tax mechanisms;
  - iv. fee and tax-based value capture;
- c. Transfer Development Rights (but most TDR programs do not work as intended because government gets in way);
  - i. Preserve open space, protect wildlife habitat, maintain rural character, maintain agriculture/forest, environmentally sensitive lands, infrastructure capacity, historic preservation, low-income housing, recreation, renewable energy
  - ii. unnecessarily bureaucratic and complex
  - iii. Not regional – mostly within separate jurisdictions;
  - iv. Does not lead to public ownership of important land, though land donation possible;
  - v. Few (no?) regional resilience strategies using TDRs;
  - vi. Groundwork is laid for the next generation.
- d. Green bonds (renewable energy, pollution reduction, transportation innovations);
- e. Climate Adaptation Bonds (water efficient technology, wind-, flood-, and heat-resilient building materials for both new and retrofitting, infrastructure upgrades, development relocation);
- f. Environmental Impact Bonds (performance targets are established; if metrics meet or exceed targets, investors get a higher bonus return derived as a share of local government savings, if targets are not met, investors receive standard return because local government is not saving)
- g. Local governments issue bonds, investors provide the capital, and taxpayers/ratepayers repay the investors over time with interest which can be tax exempt (long term infrastructure cost savings can be capitalized into higher bond issues).
- h. Impact fees – to the extent that public investments in resilience have metrics allowing for level of service, service areas, and attribution of costs to new development with corresponding benefits to new development, impact fees can help;

- i. Special Assessments – these districts can internalize the cost of property value preservation through a variety of formulas;
- j. Property Assessed Clean Energy (PACE) Financing
  - i. Innovative method to finance energy efficiency and renewable energy on private property;
  - ii. Special district created and issues bonds to fund PACE improvements for enrolled properties;
  - iii. Property owners repay over 10-20 years through special assessments secured by the property and paid as part of the property tx;
- k. If resilience investments create value – recapture it or leverage it;
- l. Increase supply by capturing the incremental value and using it to subsidize new green roofs;
- m. We should create a resilience value capture bounty for scalable ideas.

Julian Conrad Juergensmeyer, Georgia State University College of Law

- 1. Change ‘exactions’ to ‘mitigation requirements’
- 2. Nollan-Dolan Two-Pronged Nexus Requirement:
  - a. First, an “essential nexus” must exist between the asserted legitimate state interest” and the permit condition imposed by government;
  - b. If the required nexus to a valid public purpose exists, the court must then analyze the ‘degree of connection’ between the exaction and the ‘proposed impact’ – rough proportionality.

Day 2

## Looking Forward: The Future of Transportation Infrastructure

Ann Bowers, transportation consultant

Robert Spotts, DRCOG (Denver Region Council of Government) Air Quality Expert

Eileen Yazzie, Sustainable Planner with DOTI, formerly from Phoenix

Jessica Fields, Toole Design

Robert Spotts

15 million person-trips per day in Denver region (110 million PMT); 13 million person-trips in motor vehicles; 2 million walk-bike trips; 9 million vehicle trips; 250,000+ hours of congestion

Increase of 8% in population, increase in DIA passengers 23%, 21% working from home, 2% increase in greenhouse gases, 507% increase in electric vehicles

DRCOG envisions that there should be no fatalities on roadways

Future of Mobility in the Denver Region

1. Growth will continue in the next 20 years in population and employment;
2. VMTs will not go down, because population is increasing;
  - a. Capacity will likely not change (I-25 will not expand);
  - b. Land use must change, to make employment and residential patterns match transportation;
  - c. Avoiding, Adapting, and Alleviating – Will help to mitigate congestion;
  - d. Ozone Precursor Emissions – will go down with increased technology but Greenhouse gases will not go down;
  - e. 37% decrease in Greenhouse gases since 2010;
  - f. Electric vehicles are a game changer;
  - g. Autonomous vehicles
3. DRCOG Mobility Choice Blueprint – Transportation Scenarios; Land Use Scenarios
  - a. Nothing works unless land use changes to become more compact and less suburban; &
  - b. Changes in mobility patterns can go either way.

Jessica Fields, PE, AICP, Toole Design

1. U.S. spends very little money on biking and pedestrian facilities (federal funds)
2. Segregation still a major problem - most dangerous streets are poorly planned
3. Only .6% of U.S. population bikes to work;
4. Strategies
  - a. High Comfort Design (from lower stress tolerance to higher stress tolerance);
    - i. The more separated that bikes are from vehicles, the better;

- ii. Design nuances to accommodate multiple users, the better;
  - b. Quick-Build Networks
    - i. Seville, Spain; Calgary; Denver; Houston; New Orleans
  - c. Multi-Modal Integration
    - i. Vision>Street types>sidewalks>roadways>intersections>smart curbsides>implementation
  - d. Strategic Policies
    - i. Protected bike lanes;
    - ii. Proactive planning;
- 5. Key Takeaways
  - a. Focus on the most important elements of high-comfort design;
  - b. If given the chance, build your network quickly;
  - c. Integrate all modes; &
  - d. Institute policies that align with your goals.

#### Eileen Yazzie, Investing in Sustainable Transportation Choices

- 1. Mayor's Mobility Action Plan
  - a. \$2 billion over the next 12 years to make it safer and easier to get where we need to go;
  - b. 30% commuters biking, walking or taking transit by 2030;
  - c. 80% reduction of emissions by 2050;
  - d. Zero traffic deaths by 2030.
  - e. Strategic goals:
    - i. Choice;
    - ii. Safety;
    - iii. Climate and health;
    - iv. Accessibility;
- 2. Transit Program
  - a. 15% transit mode share by 2030 (45,000 people/year change mode)
  - b. 75% of residents within ¼ mile of their work;
  - c. 5 lane miles of Bus-only or Business Access and Transit) lanes by 2024;
- 3. Bike Program
  - a. 7.5% bike mode share;
  - b. All of Denver within ¼ mile high comfort facility;
  - c. 125 miles of bikeways in 5 years;

## Recent Land Use Decisions in Colorado

Jefferson Parker, Hoffmann, Parker, Wilson & Carberry P.C.

Jessie Lawrence, Lawrence Meeting Resources, AICP, JD, and mediator (land use)

David Foster, Foster, Graham,

Jason Morris, Whitney Morris P.C.

Jessie Lawrence

1. 8,000 acres, 4,000 dwelling units, 2 golf courses – cannot find sufficient water (bordering 3 counties, mostly retirees)
2. Began annexation into Town of Edgewood in 2001; approved that year;
  - a. 2007 Preliminary plat approval; 2009 Extension of Preliminary plat denied; 2009 Aquifer Science LLC applies to OSE for permit to drill four wells in the Sandia Water Basin (350 af annually need);
  - b. 2018 – State Engineer’s Office denies permit; State Engineer resigns; Aquifer Science Appealed; New State Engineer joined with applicant; District Court again denied permit (lack of planning regarding conservation)
  - c. 2019 – Judge orders State Engineer, Developer to pay \$380,000 in legal fees

Jeff Parker, Recent Land Use Decisions in Colorado

1. People of the City and County of Denver v. Jerry R. Burton, 19 GS00499 (December 27, 2019);
  - a. Denver County Court Case – Homeless Camping Ban Overturned;
  - b. Cruel and unusual punishment – Eighth Amendment;
  - c. Government may not prosecute people for basic human needs of sitting, lying, sleeping in public;
  - d. So long as there is a greater number of homeless individuals in a jurisdiction than beds in a shelter; &
  - e. Relied on Martin v. City of Boise, 920 F.3d 584 (9<sup>th</sup> Cir. 2019).
2. Carousel Farms Metropolitan District v. Woodcrest Homes, 442 P.3d 402 (Colo. 2019)
  - a. Annexation agreement with Town of Parker required developer to acquire all of subject property to be conveyed to Town for roads and sewers;
  - b. One landowner refused to sell;
  - c. Metro district with eminent domain authority formed to acquire property in order for developer to comply with annexation agreement;
  - d. Court of Appeals held no immediate and public purpose – compliance with terms of ADA to facilitate annexation not a public purpose;

- e. Supreme Court – “fundamental and intrinsic nature of the taking” was for a public benefit event though most immediate reason was to comply with the agreements with the Town of Parker; &
- f. Certiorari filed with United States Supreme Court.
  - i. 1800 metro districts formed in Colorado;
  - ii. Are approved for a \$1 trillion of debt in future;
  - iii. Transparency is needed; councils are more discriminating;
  - iv. Legislative vs. Quasi-Judicial – public hearing is critical for most jurisdictions, but municipalities are able to approve without a public hearing;
  - v. Service Plans – Scrutiny is key to allowing under certain circumstances, certain debt limit, certain payback interest rates;
  - vi. Old, defunct metro districts have a problem in bonding capacity, interest to attract board members (liability), antiquated/failing infrastructure;

David Foster, [Foster Graham Milstein & Calisher](#)

1. Mining operation conditional use permit – agricultural land - Johnstown
  - a. Land around mining area was developed
  - b. Johnstown and county records, plus signs on the property, pointed to future development of gravel pit;
  - c. Thompson Area Quarry – Board of County Commissioners voted 2:1; County took 1 mo. after vote to present written findings
  - d. 106 Motion questioning process, plus Rule 57 (competent evidence) filed;
    - i. Conflict of interest of one of the commissioners alleged, whereby members of the Thompson Area Quarry gave campaign donations to commissioner (18% of total campaign fund);
    - ii. August 2019, district court ruled that there was a due process violation, and Thompson Area Quarry was granted another hearing with commissioner recusing himself;
    - iii. Presumption of impartiality is inherent in quasi-judicial decisions, and therefore, there are great implications when elected officials have prejudged applications (Colorado Supreme Court is deciding an important case now – CML has filed an opinion on behalf of citizenry to the legislature);
    - iv. Chilling effect on First Amendment
2. Historic Preservation – Denver revised code on hostile designations, whereby an aggrieved party must have actually met with the applicants and the aggrieved party must actually live in the jurisdiction;
3. Lakewood’s Growth Ordinance
  - a. 1<sup>st</sup> case filed relating to the ordinance over White Fence Farm project (pending vs. non-pending at institution of ordinance); &
  - b. Effort to slow down development to allow staffs to catch up.

## Putting Stewardship on the Map: Using Mapping Tools to Build Partnerships

Austin Troy, CU Denver, College of Architecture and Planning

Travis Warziniack & Colleen Donovan, US Forest Service, Rocky Mountain Research Station

Dana Coelho, Metro Denver Nature Alliance

Austin Troy

“Denver Urban Field Station is both a physical place and an extensive network of interdisciplinary scientists and partners working on developing research, curating data, and advancing and delivering science to improve the quality of life and natural resources in urban and urbanizing areas, using an integrated socio-ecological approach.” USDA Forest Service

1. Extends USFS mission to urban areas;
2. Work to improve quality of life in urban areas;
3. Use place-based research and data to improve understanding of:
  - a. Biophysical;
  - b. Socio-economic;
  - c. Integrative;
4. Urban tree canopy mapping, forest planting and stewardship, park management, invasive species management, etc.
5. WUI land management;
6. Water-smart landscapes;
7. Urban forestry for semi-arid region;
8. Drought management;
9. Urban dry gulch management;
10. Large public lands recreation access and management; &
11. Headwaters/watershed.

STEW-MAP surveys – research project;

Seattle, Denver, Los Angeles, Chicago, Baltimore, Philadelphia, Newark, NYC, Boston, Portland, ME

1. Donut Economics – Kate Raworth (Environment is bounded by natural resources, with an internal and external metrics (family vs. environment));
2. Shared Stewardship – buzzword that means cooperation – the sum extends the cause better than the individual does;
3. Stewardship is the conserving, managing, transferring, advocating, monitoring, educating;
- 4.