

**SILVERTHORNE TOWN COUNCIL MEETING
AGENDA FOR MAY 27, 2015- 6:00 PM**



- I. CALL TO ORDER/ROLL CALL/APPROVAL OF AGENDA**
- II. PLEDGE OF ALLEGIANCE**
- III. STAFF COMMENTS** 1
- IV. COUNCIL COMMENTS**
- V. CITIZENS' COMMENTS***
- VI. CONSENT CALENDAR**
 - A. Town Council Meeting Minutes May 13, 2015 7
- VII. PUBLIC HEARINGS**
 - A. Final Plat – Angler Mountain Ranch, Filing No. 3, Third Amendment, a resubdivision of Tract A, Angler Mountain Ranch, Filing No. 3 15
 - B. Ordinance 2015 -08; an Ordinance Approving a Major Amendment to the South Maryland Creek Ranch Planned Unit Development – 1st Reading – Continued from March 11, 2015 41
- VIII. DISCUSSION ITEMS**
 - A. South Maryland Creek Ranch Development Agreement 161
 - B. Second Amended and Restated Water Service Agreement between the Town of Silverthorne South Maryland Creek Ranch 173
- IX. EXECUTIVE SESSION**

Executive Session pursuant to Charter section 4.13(c) and CRS 24-6-402(4)(e) to Instruct Negotiators on Economic Development in the Town of Silverthorne.
- X. INFORMATIONAL**
 - A. March 2015 Sales Tax Review 191
 - B. Planning Commission Meeting Minutes, May 19, 2015 197
- XI. ADJOURNMENT**

* Citizens making comments during Citizen's Comments or Public Hearings should state their name and address for the record, be topic specific, and limit comments to 3-5 minutes. Council may add citizen Comment items as an Action Item by motion; however, the general policy is to refer citizen comments for review and recommendation. Public presentations must be pre-arranged a week in advance with the Town Manager and limited to 10 minutes.

**COUNCIL WORK SESSION:
TOPIC:**

**MAY 26, 2015 – 6:00 P.M.
2014 FINANCIALS**

**SILVERTHORNE TOWN COUNCIL WORK SESSION
PUBLIC ISSUES SCHEDULE
2015**

*The Council Work Sessions are held every 2nd and 4th Tuesday of each month and begin at 6:00 p.m. with open discussions. The following issues will be addressed from 6:15 p.m. until completed. Additional items to be discussed will be scheduled as time permits.
"OPEN" indicates a topic has not yet been selected.*

| | |
|---------|-------------------------------------|
| JUNE 9 | TOWN COUNCIL INTERVIEWS – 6:00 P.M. |
| JUNE 23 | OPEN |
| JULY 7 | PLANNING COMMISSION/EDAC INTERVIEWS |
| JULY 22 | OPEN |

**FUTURE WORK SESSION DISCUSSION ITEMS:
MARIJUANA REGULATIONS
HOUSING AMI
ABANDONED BUILDINGS**

June 2015

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|---------------------------|-----------------------|--|--|--|
| | 1 | 2 Planning Commission | 3 Summer Free Day | 4 | 5 | 6 Kid's Fishing Derby—Trent Park |
| 7 | 8 | 9 Work Session | 10 Council Meeting | 11 | 12 Payroll | 13 |
| 14 | 15 | 16 Planning Commission | 17 Court | 18 World's Largest Swim Lesson SPORT Meeting | 19 Silverthorne Storm—Gymnastics Meet | 20 Silverthorne Storm—Gymnastics Meet |
| 21 | 22 | 23 Work Session | 24 Council Meeting | 25 Summer Evening of Family Fun | 26 Slide N Slip—Rainbow Park Payroll | 27 |
| 28 | 29 | 30 Planning Commission | | | | |

July 2015

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|-----|-----|----------------------------|-----------------|---------------|---------|-------------------------------------|
| | | | 1 | 2 | 3 | 4 |
| | | | | | | Rec Center Closed— Independence Day |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| | | Work Session | Council Meeting | | Payroll | |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| | | Trail to Trail Walk & Hike | Court | | | |
| | | Planning Commission | | SPORT Meeting | | |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| | | Girl Power—Pavilion | | | | |
| | | Work Session | Council Meeting | | Payroll | |
| 26 | 27 | 28 | 29 | 30 | 31 | |
| | | Yoga Basics— Pavilion | | | | |

August 2015

| Sun | Mon | Tue | Wed | Thu | Fri | Sat |
|---|-----|---|--|---|---------------|------------------|
| | | | | | | 1 |
| 2 | 3 | 4 Osprey Day—North Pond Park Planning Commission | 5 Community Picnic— Pavilion 5:30 p.m. | 6 Registration Day for Fall Programming | 7 Payroll | 8 |
| 9 Rocky Mountain Tri- athlon—North Pond Park | 10 | 11 Work Session | 12 Council Meeting | 13 Just for Boys— Pavilion | 14 Payroll | 15 |
| 16 | 17 | 18 Work Session | 19 Council Meeting | 20 | 21 | 22 Pool Party |
| 23 | 24 | 25 Planning Commission | Court | SPORT Meeting | Payroll | |
| Pool Closed for upgrades and maintenance | | | 26 | 27 | 28 | 29 |
| | | | | | | |
| | | | upgrades and maintenance | | | |
| | | | Council Meeting | | | |
| 30 | 31 | 1 Work Session | 2 Council Meeting | 3 | | |
| | | | | | | |
| Rec Center Closed for upgrades and maintenance | | | | | | |

Town of Silverthorne
Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager 
FROM: Susan Schulman, Executive Assistant to the Town Manager 
DATE: May 22, 2015 for Meeting of May 27, 2015
SUBJECT: Staff Comments

Attached please find the Staff Comments and Updates for the May 27, 2015 Town Council Agenda and Meeting. This includes:

1. Public Safety Update
2. Public Works Update
3. Community Development Update
4. Recreation & Culture Update

ACTION REQUIRED

No action is required; these items have been submitted for informational purposes.

Public Safety – May 18, 2015

Incidents – Officers were dispatched to an address in Silverthorne reference a female yelling and the sound of items breaking in the house. Upon arrival they contacted a male who did not want to let them in the house and initially would not comply with what the officers were telling him to do. A female was also contacted and said the male had repeatedly called her pet cat a profane name and it upset her. She stated they began to argue and he hid the house phone from her and took her cell phone and broke it. Officer saw the broken phone and the male was taken into custody and charged with crimes related to domestic violence.

Officers received a report of a male causing a disturbance at Target and when they arrived the suspect was gone. Upon getting a description of the car, the vehicle was located and pulled over a short distance away. Employees of Target advised that the male was trying to return merchandise for full price that he had purchased at another Target at a discount. When the staff at Target refused to refund the suspect he became irate and started cussing at the employees in front of other customers. When the male was told to leave he refused and said he did not have to. The male was charged with Disturbing the Peace and Trespassing and was given a court date to municipal court. He was also told he was not allowed in Target again.

A vehicle north of town weaving into the oncoming lane of traffic was reported to the Summit County Communications Center. An officer in the area saw the vehicle and contacted the female driver who was crying. She stated she was leaving her abusive boyfriend and was upset. The driver showed signs of intoxication but when asked if she had been drinking she stated she had not. She refused to do roadside maneuvers and said she was too intoxicated and had been drinking vodka. She was arrested for investigation of DUI and upon completing the breath test she was found to be almost 3 times over the legal limit of alcohol to drive. She was charged with DUI and Weaving.

In addition to the above, officers handled several accidents, thefts, disturbances, harassments, trespasses, noise complaints, animal calls and numerous other agency assists as well as business and area checks. Officers also took part in municipal court and county court. Officers also issued numerous traffic citations and warnings.

Feedback from the community – A resident recently left a care package for the police department in recognition of National Police Week.

Department Training – The department recently completed range training and firearms qualifications.

Staffing – We are currently in the process of hiring one police officer to replace an officer who resigned.

Public Works – May 21, 2015

Streets – Cleanup is pretty well done, and we are busy with crack filling and other maintenance work as we get the streets ready for striping and for overlay work coming up next month.

Parks – We have hired 6 summer seasonal employees. Flowers will start arriving in the next couple of weeks for planting.

JSA – The nutrient removal project continues with expected completion late next summer. Lots of activity going on inside the plant, both by our contractor as well as by our own staff

Utilities – Utility staff is busy with various maintenance work to all of our systems, as well as working with contractors on the various construction projects around Town.

Projects – A new patio has been poured outside the pool area, after removal of the old hot tub area.

Rainbow Tennis and Basketball – The new tennis concrete was poured today, with basketball scheduled tomorrow, weather permitting. Over 240 yards of concrete were placed today, some 24 concrete trucks. After the new concrete cures for 30 days, the tensioning cables will be pulled and the new surfaces applied.

Community Development Department – May 21, 2015

Blue River Trail – The wetland mapping for Segment 6 has been completed and the ACOE reviewed and approved the delineation. The design has been modified and the next step would be to acquire the necessary easements, meet with FEMA concerning the flood plain, and Army Corps of Engineers concerning wetlands.

Xcel Substation – An agreement is in place for the road restoration of Bald Eagle Road. As spring approaches, staff has met with representatives of Xcel concerning the condition of Bald Eagle Road and the necessary improvement to return it to pre substation construction status. The overhead lines have been removed across Smith Ranch and the substation is on line.

District Design Standards – Lina Lesmes has been meeting with a subcommittee made up of EDAC and Town Council members to discuss revisions to the District Design Standards. These standards will set the guidelines for development within the Town commercial districts. The committee is currently working on the Riverfront Standards.

South Maryland Creek Ranch – Staff and Town Council has met with the applicant concerning the proposed Major PUD Amendment for South Maryland Creek Ranch. The applicant has submitted for the Major PUD Amendment. The Town Council held their Public Hearing on the issue on March 11 and has continued the application until May 27.

Recruitment – The Community Development Department has hired Greg Roy as the Planner I/Community Service Officer. Greg will start on June 3.

Lake Dillon Theatre Company (LDTC) – The first design charrette for the new theatre project was held on May 20 with the team of Shaw/Semple Brown/Mary Hart. The second charrette is scheduled for May 28.

Arctic Placer Park, Trent Park, Angler Mountain Open Space – DHM Design will be designing the master plans for these parks. The first workshop was held on May 21.

Current Applications – The following is a list of applications which have been submitted to the Community Development Department and are currently being processed (ex parte rules apply):

- South Maryland Creek Ranch – Major PUD Amendment
- Foxfield Townhomes – PUD/Site Plan
- Angry James Brewery – Subdivision and Site Plan
- Angler Mountain Ranch Filing No. 3 – Third Amendment
- Coldagelli – Site Plan Modification

Recreation and Culture – May 21, 2015

Recreation Center – Local consulting firm, 23.4 Degrees, has been chosen to conduct the process for the Town's first ever Art and Culture Master Plan. The company's principal is Janesse Brewer and she will be working with a team of professionals from Summit County and the Denver area to complete a thorough public process which results in a plan that guides our Town's art and culture for the next 5-10 years.

On Sunday, May 17, there was an extended power outage that affected a large area in Town, including the Recreation Center and Pavilion. For safety, both facilities were closed early, which meant cancellation of the annual Silverthorne Recreation Center Dance recital that was scheduled for Sunday evening at the Pavilion. The show is rescheduled for Thursday, May 21. Recreation Center customers were unfortunately turned away Sunday evening, since the Center was closed around 5:00 p.m.

Three pass sales are currently underway at the Recreation Center. The popular School's Out Pass costs \$43 and is offered to youth ages 7-17 years. The pass is good from the first day of summer break until the last. New this year is the ASAP Pass (Adult Seasonal Access Pass) which mimics the youth summer pass with valid dates from Memorial Day through Labor Day. The ASAP Pass is \$105. Lastly, we are offering a Personal Trainer Pass for \$372 for pass holders or \$446 for non-pass holders. This package includes eight training sessions for the cost of six.

Renee Rogers, Fitness Coordinator, reports that the New Weigh Employee Wellness challenge ended with 100% of participants completing the program. This was an eight week team-focused weight loss challenge. Overall, eleven teams and five individuals (thirty nine participants) lost 55 pounds and 27% body fat and gained healthier habits. Congratulations to The Sweaty Secretaries (Liz Hodson, Diane Salamon and Susan Schulman) for winning the team raffle.

Approximately 100 community members came out on a beautiful sunny morning to participate in Silverthorne's annual Clean Up Day. Mother Nature fully cooperated with this

annual event after a very wet week of unsettled weather. As reported in the Summit Daily News, the most "unusual " find in our Town was when residents Richard Solomon and Susan Hill found a handbag which had been stolen from a Mississippi woman when she was visiting Summit County last week. Contact was made with the owner who was overwhelming relieved to have her belongings returned. The handbag contents included credit cards, blank checks, and a two carat diamond ring. The only item missing was cash.

More Clean Up Day recognition goes to Anthony and Drew from The Outlets management team for sponsoring the raffles prizes for the most unusual finds. Columbia sporting outerwear store provided many quality prizes including three back packs, ten water bottles, and two travel wallets. Teams of volunteers from both Levis and Tommy Hilfiger participated while wearing their store uniforms. Other support was provided by Marta Wright with Natural Grocers who offered thirty reusable grocery bags and Red Buffalo Coffee and Tea, who provided the morning beverages.

Donated 5-punch passes to Owsley Family fundraiser, Tri-It-High Triathlon, and The Summit Foundation (duck race, 3 passes and golf fundraiser 1 pass). The value of each pass is \$60.

SPORT – Susan Lee, in conjunction with Mark Wilcox from DHM Design, are leading a half-day kick off for the Three Parks Master Plan project on Thursday, May 21. The day includes site visits at the three parks, Trent Park Expansion, Arctic Placer, and Angler Mountain Open Space, as well as a visioning session. This project will continue throughout the summer and will include public outreach in the form of park-specific meetings and general public meetings.

Upcoming Pavilion Events:

| | |
|---------|-------------------------------|
| May 22 | Summit Preschool Barn Dance |
| May 23 | Wedding |
| May 24 | Wedding |
| May 25 | Wedding |
| May 26 | Yoga |
| May 27 | Zumba |
| May 29 | Wedding |
| May 30 | Wedding |
| May 31 | Wedding |
| June 1 | 5 th Grade Potluck |
| June 2 | Yoga |
| June 3 | Zumba |
| June 4 | Yoga |
| June 9 | Wedding |
| June 9 | Yoga |
| June 10 | Chamber Board Meeting |
| June 11 | Yoga |
| June 13 | Wedding |
| June 14 | Wedding |

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Town of Silverthorne
Council Agenda Memorandum

TO: Town Council
THRU: Ryan Hyland, Town Manager 
FROM: Michele Miller, MMC, Town Clerk
DATE: May 21, 2015
SUBJECT: Town Council Meeting Minutes from May 13, 2015

SUMMARY: Staff asks the Town Council to approve the Town Council Meeting minutes from May 13, 2015.

STAFF RECOMMENDATION: Staff recommends approval of the Minutes from the meeting.

PROPOSED MOTION: Included in the Consent Calendar motion.

ATTACHMENTS:
Meeting Minutes

MANAGERS COMMENTS:

SILVERTHORNE TOWN COUNCIL
Meeting Minutes
Wednesday, May 13, 2015

CALL TO ORDER/ROLL CALL/APPROVAL OF AGENDA:

Those members present and answering Roll Call were Mayor Bruce Butler, Council Members, Derrick Fowler, Peggy Long, Russ Camp, and Stuart Richardson were present. Jon Bird and Ann-Marie Sandquist were absent. Staff Town Manager Ryan Hyland, Sergeant Bryan Siebel, Recreation Director Joanne Cook, Public Works Director Bill Linfield, Assistant Town Manager Mark Leidal, Senior Planner Matt Gennett, Utilities Manager Zach Margolis, Town Attorney Matt Mire and Town Clerk Michele Miller.

The amended agenda was approved by Council.

The Pledge of Allegiance was recited by those present.

STAFF COMMENTS:

Cook updated Council on the many different upcoming events for the Town and Silverthorne Recreation Center.

Long asked if the adult summer passes are for Silverthorne residents only.

Cook stated no Silverthorne residency is required.

COUNCIL COMMENTS:

Butler asked if there was a bad weather backup plan or date for Town Cleanup day.

Cook stated no change of date and time has been discussed.

CITIZEN COMMENTS:

Stu Caren, 378 Lagoon Lane, reported on the Summit Stage meeting of April 29th. The Summit Stage has moved their bus route onto Lagoon Lane. Suggestions were presented to the Summit Stage Board, by the Lagoon Lane residents, to change the Summit Stage route from their neighborhood. He was disappointed that Councilman Richardson and the Public Works staff were not in attendance. The Summit Stage says that they cannot move the route without the Town's approval and the Town says they have no say over Summit Stage routes. He asked the Town to help the Lagoon Lane residents move the bus route out of their neighborhood.

Richardson reported on Summit Stage's position on the Lagoon Lane bus route. They have tried many different ideas and none work. Lagoon is a public road and can be used for a bus route.

CONSENT CALENDAR:

RICHARDSON MOVED TO APPROVE THE CONSENT CALENDAR INCLUDING THE MINUTES FROM A. APRIL 22, 2015, PROCLAMATION MAY 2015 NATIONAL WATER SAFETY MONTH. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL. (BIRD ABSENT AND SANDQUIST ABSENT)

LIQUOR BOARD:

**A. Target Corporation T-1525 - Renewal of 3.2% Retail Beer Liquor License (Off Premise)
RICHARDSON MOVED TO APPROVE TARGET STORES T-1525 - RENEWAL OF 3.2% BEER
OFF PREMISE LIQUOR LICENSE. MOTION SECONDED. MOTION PASSED UNANIMOUSLY
BY COUNCIL. (BIRD ABSENT SANDQUIST)**

PUBLIC HEARINGS:

A. Ordinance 2015-04; a 2015 Appropriation Ordinance, 2nd Reading

Mayor Butler opened the Public hearing.

Ryan Hyland, Town Manager, presented Ordinance 2015-04 to Council for consideration. The Finance Director's staff report is attached to the Ordinance. He recommended approval.

No public comment, public hearing closed.

Long complimented Director Braun on her thoroughness with the Town's finances.

**CAMP MOVED TO APPROVE ORDINANCE 2015-04 ON SECOND READING, AN ORDINANCE
AMENDING THE 2015 BUDGET AS PRESENTED. MOTION SECONDED. MOTION PASSED
BY COUNCIL PRESENT. (BIRD & SANDQUIST ABSENT)**

**B. Final Plat, SIA, and Site Plan – Angler Mountain Ranch Lakeside Townhomes,
Filing No. 7**

Mayor Butler opened the Public Hearing.

Matt Gennett, Planning Manager, presented the applicant Tim Crane, Compass Homes Development, request for a Final Plat and Site Plan approval for six (6) duplex buildings and a new private road to be named Dragonfly Lane in Angler Mountain Ranch (AMR). He reviewed his staff report and recommend approval.

Camp asked for clarification on the number of townhomes.

Gennett reviewed his staff memo.

Tim Crane, Applicant, Compass Homes Development, presented the project to Council. He requested approval.

Richardson asked when the Community Center will be ready.

Crane stated the Fire Department has signed off on the project and it is staked and ready to go. It will probably be a four month build.

Camp asked about the approved 127 duplex developments, with these twelve, how many does that currently make.

Crane stated 90 units have been built to date.

Long asked about new materials being used on the duplexes.

Crane reviewed the colors and materials being used.

No public comment, public hearing closed.

Council comments.

Long appreciates the clean application, with no conditions of approval.

Richardson commented on the clean construction site.

Camp toured the development over the weekend and asked about some black siding.

Crane stated that area will be painted, it's just regular HOA maintenance.

Fowler asked if there has been an increase in road traffic from Hamilton Creek residents.

Camp stated Hamilton Creek neighbors are using the road but he doesn't know how much.

Butler appreciates the high level of quality of the project and is glad the real estate market rebounding. He appreciates Crane sticking with the project during the tough economic times.

Camp asked if the Dragon Fly Drive, with its 35 foot width will it accommodated fire trucks.

Crane stated yes, the Fire Department is a referral agency and has signed off on the plats.

RICHARDSON MOVED TO APPROVE THE FINAL PLAT AND SITE PLAN FOR ANGLER MOUNTAIN RANCH LAKESIDE TOWNHOMES, FILING NO. 7. MOTION SECONDED. MOTION PASSED BY COUNCIL PRESENT. (BIRD & SANDQUIST ABSENT)

C. Minor Subdivision and Final Site Plan – Rainbow Run, 820 Blue River Parkway, Lot II, “Silverthorn” Subdivision

Mayor Butler opened the Public Hearing.

Matt Gennett, Planning Manager presented the project for the applicant Terry Novak. The applicant is proposing a phased new development, mixed-use consisting of eight (8) residential units, six (6) of which will be designed as condominium units in one building and the other two as halves of a duplex structure. He reviewed his staff report and recommended approval with Planning Commissions two conditions.

Camp asked about the timeline for the buildings out by the highway.

Gennett stated there is no hard and fast timing. There is an SIA attached to the staff report and that includes the details of the public improvements but does not address the optional phase.

Terry Novak, Applicant, Rainbow Run, stated that they would like to submit the final building as soon as possible, if it is residential. They aren't interested in commercial development at that location. He asked for Council's thoughts on residential vs commercial for the final building. This has been a difficult site to develop, narrow. They want the focus to be the river. He reviewed the project. He addressed concerns regarding the dumpster location. Its location depends on whether this is going to be mixed used or all residential. He asked Council how they felt about the sharing of dumpsters. Retreat on the Blue has one, five feet from the property line. He could discuss it with them. He requested approval.

Camp supports sharing the dumpster with Retreat on the Blue, he encouraged those discussions. If lots B and C are built and the duplex on lot A is not, it could be unsightly.

Butler stated as someone who has been involved with the subcommittee for the design districts, he feels the committee would be open to all residential in this area. These lots are narrow and hard to develop.

Novak stated they would like to go all residential.

Fowler asked if the Town Code prohibits sharing dumpsters.

Gennett said no.

CAMP MOVED TO RECOMMEND APPROVAL OF THE RAINBOW RUN MINOR SUBDIVISION AND FINAL SITE PLAN WITH THE FOLLOWING STAFF RECOMMENDED CONDITION AND ADDING AN ADDITIONAL CONDITION NUMBER 2:

1. A CASH DEPOSIT BASED ON A QUALIFIED ESTIMATE OF THE COST TO PAVE THE SEGMENT OF THE MULTI-USE TRAIL CROSSING THE APPLICANT'S PROPERTY WILL BE PROVIDED TO THE TOWN UPON FINAL SITE PLAN APPROVAL BY TOWN COUNCIL.

2. MORE SUITABLE AND LESS VISIBLE LOCATION FOR THE PROPOSED DUMPSTER ENCLOSURE BE FOUND AND DEPICTED ON A REVISED SITE PLAN SUBMITTED TO AND ACCESS BY STAFF PRIOR TO BUILDING PERMIT APPLICATION. MOTION SECONDED. MOTION PASSED BY COUNCIL PRESENT. (BIRD AND SANDQUIST ABSENT)

ACTION ITEMS:

A. Declaration of Vacancy on Town Council

Ryan Hyland, Town Manager, reported on the passing of Town Council Member Jonathan Bird. His passing leaves a vacant on Council. Charter Section 3.6b requires the Town Council formally declare a vacancy before an appointment is made to fill a vacant seat. The Charter also instructs that Town Council must fill the vacancy by appointment not sooner than 10 days and no later than 30 days after vacancy is declared. This appointee will fill the vacant seat until the next municipal election April 2016.

RICHARDSON MOVED THAT THE TOWN COUNCIL DECLARE A VACANCY IN THE OFFICE OF TOWN COUNCILMEMBER, EFFECTIVE UPON ADJOURNMENT OF THE MAY 13, 2015, TOWN COUNCIL MEETING, AND THAT A CALL FOR CANDIDATES BE PUBLISHED, WITH A DEADLINE OF NOON ON JUNE 4TH, WITH CANDIDATE INTERVIEWS TO BE HELD AT A SPECIAL TOWN CONCIL MEETING ON JUNE 9TH AT 6 P.M., AND FORMAL ACTION TO APPOINT A MEMBER TO THE VACANT SEAT BE SCHEDULED FOR THE JUNE 10, 2015, 6 P.M., TOWN COUNCIL MEETING. MOTION SECONDED. MOTION PASSED BY COUNCIL PRESENT. (BIRD AND SANDQUIST ABSENT)

B. Resolution 2015-08, a Resolution Awarding Lake Dillon Theater at Silverthorne Design Build Project to Shaw Construction, with Semple Brown the Project Architect.

Bill Linfield, Public Works Director presented Resolution 2015-08 to Council for consideration. He reviewed the staff memo and the bid and interview process. He introduced the Lake Dillon Theater representatives. He reviewed the new motion for approval of Resolution 2015-08.

Richardson asked about the approval process.

Linfield reviewed the Town's approval process.

Camp stated he is happy to have the developer on board.

Fowler thanked staff for all of the hard work they have put into this project already.

Butler feels the design team did a stellar job on their proposal. He commended them on their presentation. It was a very clear choice.

CAMP MOVE TO APPROVE RESOLUTION 2015-8, A RESOLUTION AUTHORIZING THE TOWN TO CONTRACT WITH SHAW CONSTRUCTION FOR DESIGN AND CONSTRUCTION OF THE LAKE DILLON THEATER AT SILVERTHORNE, PENDING TOWN ATTORNEY REVIEW OF THE CONTRACT AND PENDING APPROVAL OF THE PRE-DEVELOPMENT AGREEMENT BETWEEN THE TOWN OF SILVERTHORNE AND THE LAKE DILLON THEATRE COMPANY. MOTION SECONDED. MOTION PASSED BY COUNCIL PRESENT. (BIRD AND SANDQUIST ABSENT)

C. Site Plan Modification - Way to Grow, 265 Brian Avenue, Lot 1 and Lot 8, Block 1, Enterprise Park Subdivision

Matt Gennett, Planning Manager, presented the project. The applicant is requesting approval of a Site Plan Modification which includes location of a 28' x 7' compressed gas storage tank onsite, parking lot improvements, and an existing modification to the entry of the commercial space. He reviewed his staff report and recommended approval.

Jim Blaha, 265 Brian Avenue requested approval.

Long asked about General Air, are they relocating their business to the Way to Grow store.

Blaha stated only the CO2 tank, the rest of the operation will remain on Brian Avenue.

Long asked if the business would have large banners. She asked if the tank at General Air would be moved to this location.

Blaha stated they will have a tank on their property.

CAMP MOVED TO APPROVE THE SITE PLAN MODIFICATION FOR WAY TO GROW WITH THE PLANNING COMMISSION RECOMMENDED CONDITION:

- 1. THE COMMENTS OF THE TOWN ENGINEER (EXHIBIT A) REGARDING THE DRIVEWAY WIDTHS MUST BE ADHERED TO AND VERIFIED BY STAFF PRIOR TO APPLICATION FOR A BUILDING PERMIT TO INSTALL THE PROPOSED CO2 TANK.**

MOTION SECONDED. MOTION PASSED BY COUNCIL PRESENT. (BIRD AND SANDQUIST ABSENT)

D. 2015 Business Grants

Town Manager Ryan Hyland presented the results of the 2015 business Grants subcommittee recommendations.

Fowler asked if there are Federal grants to assist with this program.

Hyland stated he doesn't feel there are for this program but may be for the Theater project.

RICHARDSON MOVE TO AWARD THE 2015 TOWN OF SILVERTHORNE BUSINESS GRANTS, AS RECOMMENDED BY THE TOWN'S ECONOMIC DEVELOPMENT ADVISORY EXECUTIVE COMMITTEE, TO ANGRY JAMES BREWERY, COLE HOLDINGS COMMERCIAL LAUNDRY, THE ELKS LODGE, DUNKIN DONUTS, NRC AT THE SILVERTHORNE TOWN CENTER, AND RED BUFFALO COFFEE AND TEA, WITH TOTAL GRANT FUNDING IN THE AMOUNT OF \$40,000. MOTION SECONDED. MOTION PASSED BY COUNCIL PRESENT. (BIRD AND SANDQUIST ABSENT)

DISCUSSION ITEMS:

None.

LONG MOVED TO GO INTO EXECUTIVE SESSION AT 7:10 P.M.PURSUANT TO CHARTER SECTION 4.13(C) AND CRS 24-6-402(4)(b)(e) TO RECEIVE LEGAL ADVICE ON SPECIFIC LEGAL QUESTIONS; AND TO DETERMINE POSITION, DEVELOP A STRATEGY AND INSTRUCT NEGOTIATORS, REGARDING SOUTH MARYLAND CREEK RANCH AND PURSUANT TO CHARTER SECTION 4.13(C) AND CRS 24-6-402(4)(F) FOR A DISCUSSION OF PERSONNEL MATTERS. MOTION SECONDED. MOTION PASSED BY COUNCIL PRESENT. (BIRD AND SANDQUIST ABSENT)

SHE FURTHER MOVED TO RECONVENE THE COUNCIL MEETING AFTER THE CONCLUSION OF THE EXECUTIVE SESSION, FOR THE PURPOSE OF TAKING ANY ACTIONS DEEMED NECESSARY. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL. (BIRD AND SANDQUIST ABSENT)

EXECUTIVE SESSION:

Executive Session pursuant to Charter section 4.13(c) and CRS 24-6-402(4)(b)(e) to receive legal advice on specific legal questions; and to determine position, develop a strategy and instruct negotiators, regarding South Maryland Creek Ranch and pursuant to Charter section 4.13(c) and CRS 24-6-402(4)(f) for a discussion of personnel matters.

CAMP MOVED TO CONCLUDE THE EXECUTIVE SESSION AT 9:02 P.M. AND RETURN TO THE OPEN MEETING. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL. (BIRD AND SANDQUIST ABSENT)

INFORMATIONAL:

- A. Planning Commission Meeting Minutes, May 5, 2015
- B. EDAC Meeting Minutes, May 5, 2015.
- C. SPORT Committee Meeting Minutes, April 16, 2015

LONG MOVED TO DIRECT THE TOWN ATTORNEY TO AMEND THE TOWN MANAGERS CONTRACT AS DISCUSSED IN THE EXECUTIVE SESSION. MOTION SECONDED. MOTION PASSED BY COUNCIL PRESENT. (BIRD AND SANDQUIST ABSENT)

LONG MOVED TO ADJOURN. MOTION SECONDED. MEETING ADJOURNED AT 9:03 P.M.

BRUCE BUTLER, MAYOR

ATTEST

MICHELE MILLER, TOWN CLERK

These minutes are only a summary of the proceedings of the meeting. They are not intended to be comprehensive or to include each statement, person speaking or to portray with complete accuracy. The most accurate record of the meeting is the videotape of the meeting, maintained in the office of the Town Clerk.

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Town of Silverthorne
Town Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager 
Mark Leidal, AICP, Assistant Town Manager 
FROM: Matt Gennett, AICP, Planning Manager 
DATE: May 22, 2015, for the meeting of May 27, 2015
SUBJECT: Final Plat - Angler Mountain, Filing No. 3 – Third Amendment (Project No. PT2015-010)

SUMMARY: The applicant, Tim Crane of Compass Homes Development, is requesting approval of a Final Plat Angler Mountain Ranch (AMR), Filing No. 3 – Third Amendment. The proposal is to plat six (6) single-family custom home lots and modify easements on Tract A, Angler Mountain Ranch (AMR), Filing No. 3. The proposed application would not disturb wetlands or affect geologic hazard areas if approved. A Subdivision Improvements Agreement (SIA) accompanies the Final Plat to secure the necessary public improvements.

PREVIOUS COUNCIL ACTION: On May 10, 2006, the Town Council approved the Sketch Plan for a Major PUD Amendment and Residential Subdivision for AMR, which contemplated a total of 241 residential units. Town Council, on February 14, 2007, approved the AMR Preliminary Subdivision Plat with conditions. A Major Amendment to the AMR PUD received final approval from Town Council on May 9, 2007. The Final Plat and SIA for AMR Filing No. 3, were approved by Town Council on June 11, 2008. The First Amendment to the AMR, Filing No. 3 Subdivision Improvements Agreement (SIA) was approved on October 28, 2009. A Second Amendment was approved by Council on January 27, 2010, and a Third Amendment was approved on March 24, 2010. A Fourth Amendment to the SIA was approved by Council on October 27, 2010, and a Fifth Amendment on January 26, 2011. A Sixth Amendment to the SIA for AMR, Filing No. 3, was approved on October 26, 2011.

BACKGROUND: AMR is comprised of approximately 192 acres. AMR, Filing No. 3 – Third Amendment, will subdivide 3.00 acres of the AMR property into six (6) single-family custom home sites. It has been the intent of the developer to subdivide the AMR property in stages via separate Plats. The Angler Mountain Ranch, Filing No. 3, Final Plat, approved on June 11, 2008, subdivided 88.54 acres and is generally located on the eastern portion of the AMR property. AMR, Filing No. 3, created seven (7) single family Lots and eleven (11) Tracts, some of which were for future expansion, including Tract A, while the others are designated as open space in the form of common elements to the HOA.

DISCUSSION: Please see the attached Staff Report.

PLANNING COMMISSION RECOMMENDATION: Planning Commission, by a vote of 7-0, recommends approval of the Final Plat for Angler Mountain Ranch, Filing No. 3 – Third Amendment.

PROPOSED MOTION: *"I move to approve the Final Plat, and associated SIA, for Angler Mountain Ranch, Filing No. 3 – Third Amendment."*

ATTACHMENTS:
Staff Report and Exhibits

Town of Silverthorne
Town Council Agenda Memorandum

MANAGER'S COMMENTS:

Town of Silverthorne, Colorado
Town Council Staff Report

From: Matt Gennett, AICP, Planning Manager *MG*
Thru: Mark Leidal, AICP, Assistant Town Manager *ML*
Date: May 22, 2015, for the meeting of May 27, 2015
Subject: Final Plat for Angler Mountain Ranch, Filing No. 3 - Third Amendment (PT2015-010)

Owner/Applicant: Tim Crane, Compass Homes Development

Proposal: The applicant is requesting Final Plat approval to plat six (6) single-family custom home lots and modify easements on Tract A, Angler Mountain Ranch (AMR), Filing No. 3. The proposal would not disturb wetlands or affect geologic hazard areas if approved. *(Please see the attached plans for further information.)*

Legal Description: Tract A, Angler Mountain Ranch, Filing No. 3

Site Area: 3.00 acres

Zone District: Angler Mountain Ranch PUD, Planning Area 3 (PA-3)

Site Conditions: Undeveloped land

Adjacent Uses: North: AMR, Filing No. 3
South: AMR, Filing No. 3
East: Ox Bow Ranch
West: AMR, Filing No. 3; and, The Cabins at AMR, Filing No. 4

PREVIOUS COUNCIL ACTION: On May 10, 2006, the Town Council approved the Sketch Plan for a Major PUD Amendment and Residential Subdivision for AMR, which contemplated a total of 241 residential units. Town Council, on February 14, 2007, approved the AMR Preliminary Subdivision Plat with conditions. A Major Amendment to the AMR PUD received final approval from Town Council on May 9, 2007. The Final Plat and SIA for Angler Mountain Ranch, Filing No. 3, were approved by Town Council on June 11, 2008. The First Amendment to the AMR, Filing No. 3 Subdivision Improvements Agreement (SIA) was approved on October 28, 2009. A Second Amendment was approved by Council on January 27, 2010, and a Third Amendment was approved on March 24, 2010. A Fourth Amendment to the SIA was approved by Council on October 27, 2010, and a Fifth Amendment on January 26, 2011. A Sixth Amendment to the SIA for AMR, Filing No. 3, was approved on October 26, 2011.

BACKGROUND: AMR is comprised of approximately 192 acres. AMR, Filing No. 3 – Third Amendment, will subdivide 3.00 acres of the AMR property into six (6) single-family custom home sites. It has been the intent of the developer to subdivide the AMR property in stages via separate Plats. The Angler Mountain Ranch, Filing No. 3, Final Plat, approved on June

Town of Silverthorne, Colorado
Town Council Staff Report

11, 2008, subdivided 88.54 acres and is generally located on the eastern portion of the AMR property. AMR, Filing No. 3, created seven (7) single family Lots and eleven (11) Tracts, some of which were for future expansion, including Tract A, while the others are designated as open space in the form of common elements to the HOA.

Comprehensive Plan Conformance: It has been determined that the AMR Preliminary Subdivision Plat was in general conformance with the Comprehensive Plan and related Town Master Plans. Staff finds the Final Subdivision Plat for AMR, Filing No. 3 – Third Amendment, to be in substantial compliance with the approved Preliminary Plat (approved by Town Council on February 14, 2007). As such, staff finds the Final Plat to be in general conformance with the Comprehensive Plan.

SUBDIVISION COMMENTS:

Final Plat: The purpose of a Subdivision Final Plat review is to evaluate the final engineering plans, review and approve the subdivision improvement agreement, verify public dedication and finalize any required legal agreements. Additionally, the Town shall review the proposal for conformance with the approved zone district standards, which in this case is the AMR PUD Plan and Guide.

Subdivision Summary - The AMR, Filing No. 3 – Third Amendment, Final Plat, creates six (6) single-family lots. A temporary turnaround easement at the south end of the property and two drainage easements are being vacated with this Final Plat. Staff has walked the proposed building envelope corners and adjustments were made by the applicant in consideration of steep slopes and terrain features. The AMR Road North (aka ‘the Hamilton Creek Rd connection’) improvements have been completed, as have the water service lines. A Subdivision Improvements Agreement (SIA) accompanies this Final Plat Town Council’s for review and approval.

Conformance with PUD Plan and Guide – Staff finds the Angler Mountain Ranch, Filing No. 3 – Third Amendment, Final Plat, meets the AMR PUD Plan and Guide requirements.

Engineering Comments – See Exhibit B.

Wetlands – No direct impacts to delineated wetlands will result with the approval of the Final Plat for Angler Mountain Ranch, Filing No. 3 – Third Amendment. Civil Engineering Plans include the Best Management Practices recommended in the previously approved DPA.

PLANNING COMMISSION RECOMMENDATION:

Planning Commission, by a vote of 7-0, recommends approval of the Final Plat for Angler Mountain Ranch, Filing No. 3 – Third Amendment.

Suggested Motion: *“I move to approve the Final Plat, and associated SIA, for Angler Mountain Ranch, Filing No. 3 – Third Amendment.”*

Alternative Motion: Should the Town Council find that the application does not meet the subdivision requirements, staff recommends the following motion:

Town of Silverthorne, Colorado
Town Council Staff Report

"I move to deny the Final Plat for Angler Mountain Ranch, Filing No. 3 – Third Amendment, with the finding that it does not meet Town Code Section 4-5-3, Suitability of land for subdivision."

EXHIBITS:

Exhibit A: Reduced Final Plat (8.5"x11")

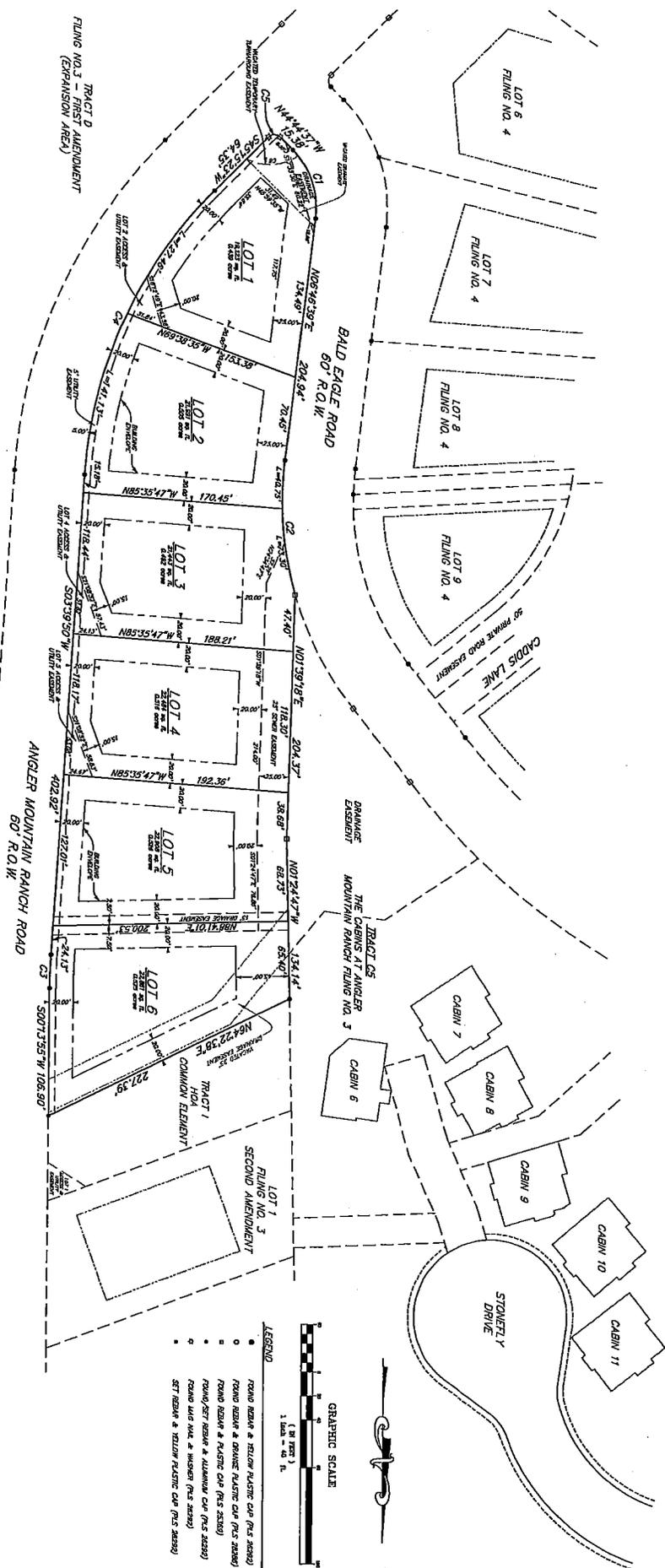
Exhibit B: Engineering Memo

Exhibit C: SIA

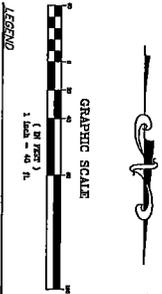
ATTACHMENTS:

Application Binder (includes 11"x17" plan sets)

ANGLER MOUNTAIN RANCH, FILING NO. 3 - THIRD AMENDMENT
A RESUBDIVISION OF TRACT 4, ANGLER MOUNTAIN RANCH FILING NO. 3
 LOCATED IN THE SOUTHEAST 1/4 OF SECTION 36, T.4S., R.78W. OF THE 6TH P.M.
 TOWN OF SILVERTHORPE, SUMMIT COUNTY, COLORADO
 SHEET 2 OF 2



OXBOW RANCH
 UNPLATTED
 (OXBOW RANCH CO.)



| DATE | BY | REVISION |
|----------|-------------|---------------------|
| 02/02/73 | W. B. S. J. | 1. 1/4" = 1" SCALE |
| 02/02/73 | W. B. S. J. | 2. 1/4" = 1" SCALE |
| 02/02/73 | W. B. S. J. | 3. 1/4" = 1" SCALE |
| 02/02/73 | W. B. S. J. | 4. 1/4" = 1" SCALE |
| 02/02/73 | W. B. S. J. | 5. 1/4" = 1" SCALE |
| 02/02/73 | W. B. S. J. | 6. 1/4" = 1" SCALE |
| 02/02/73 | W. B. S. J. | 7. 1/4" = 1" SCALE |
| 02/02/73 | W. B. S. J. | 8. 1/4" = 1" SCALE |
| 02/02/73 | W. B. S. J. | 9. 1/4" = 1" SCALE |
| 02/02/73 | W. B. S. J. | 10. 1/4" = 1" SCALE |
| 02/02/73 | W. B. S. J. | 11. 1/4" = 1" SCALE |
| 02/02/73 | W. B. S. J. | 12. 1/4" = 1" SCALE |
| 02/02/73 | W. B. S. J. | 13. 1/4" = 1" SCALE |
| 02/02/73 | W. B. S. J. | 14. 1/4" = 1" SCALE |
| 02/02/73 | W. B. S. J. | 15. 1/4" = 1" SCALE |
| 02/02/73 | W. B. S. J. | 16. 1/4" = 1" SCALE |
| 02/02/73 | W. B. S. J. | 17. 1/4" = 1" SCALE |
| 02/02/73 | W. B. S. J. | 18. 1/4" = 1" SCALE |
| 02/02/73 | W. B. S. J. | 19. 1/4" = 1" SCALE |
| 02/02/73 | W. B. S. J. | 20. 1/4" = 1" SCALE |

Drawn by: [Signature]
 Checked by: [Signature]
 Date: 02/02/73
 Sheet 2 of 2
 Project: 2828

W. B. S. J.
 ENGINEER & SURVEYOR

P.O. Box 459
 Silverthorne, CO 80488 303-468-4281

THIS DOCUMENT IS UNCLASSIFIED DATE 08-14-2011 BY 60322 UCBAW/STP/STP

TO: Matt Gennett, Planning Manager
FROM: Dan Gietzen, Town Engineer
DATE: April 20, 2015
SUBJ: Angler Mountain Ranch Filing 3 – Third Amendment

Summary:

The current proposal merely subdivides six (6) Lots from Filing 3, which was already reviewed and evaluated in 2014. The Lot layouts, engineering and easements etc... have not changed and are consistent with the overall Filing 3 site plan.

As such, the applicant has already satisfactorily responded to all engineering and utility related comments, suggestions and requests made by the Public Works Department. Thus, Public Works recommends approval of the Final site plan.

**TOWN OF SILVERTHORNE, COLORADO
SUBDIVISION IMPROVEMENTS AGREEMENT
FOR
ANGLER MOUNTAIN RANCH, FILING NO. 3 – THIRD AMENDMENT, A
RESUBDIVISION OF TRACT A, ANGLER MOUNTAIN RANCH, FILING NO. 3**

THIS AGREEMENT is made and entered into as of the 27th day of May, 2015, by and between Angler Mountain Ranch, LLC, whose address is PO Box 5265, Frisco, Colorado 80443, hereinafter referred to as "Owner," and the Town of Silverthorne, a municipal corporation of the State of Colorado, the address of which is P.O. Box 1309, Silverthorne, Colorado 80498, sometimes hereinafter referred to as "Silverthorne," together referred to as "the Parties."

WITNESSETH:

WHEREAS, Owner holds title to certain real property located within Silverthorne and described on **Exhibit A** attached hereto (the "Property") and Owner has submitted an application for development of said property known as Angler Mountain Ranch, Filing No. 3, Second Amendment (hereinafter, the "Project"); and

WHEREAS, as a condition of approval of the Project and development of the Property, certain improvements, which are more particularly described on **Exhibits B and C** attached hereto (hereinafter referred to as "Improvements") must be constructed by Owner ; and

WHEREAS, Owner shall also satisfy any other applicable condition or conditions of approval of the Project; and

WHEREAS, Silverthorne and Owner desire to evidence their agreement regarding the construction of these Improvements.

NOW, THEREFORE, the Parties agree as follows:

1. **Purpose and Scope.** This Agreement pertains to Improvements to be constructed on the Property in connection with and as a condition of approval of the Project and development of the Property.
2. **Exhibits and Inclusions.** This Agreement includes the following Exhibits which are attached hereto and incorporated herein by this reference:
 - a. **Exhibit A:** Legal Description of the Property
 - b. **Exhibit B:** Improvements Quantities and Cost Estimates
 - c. **Exhibit C:** Wet Stamped Engineering plans and specifications prepared by Ten Mile Engineering dated February 16, 2015 submitted to and

approved by Silverthorne, and included as a part of this Agreement together with any modifications thereto agreed to by the Parties), referred to hereinafter as the "Engineering Plans".

d. **Exhibit D:** Form of Partial Release of Letter of Credit

3. Improvements to be Constructed. Owner shall install the Improvements described in **Exhibits B and C** and shall be responsible for all associated costs thereof. Before beginning any site work or the construction of any Improvements, the Owner shall submit to Silverthorne final construction plans and specifications for the Improvements which have been stamped and signed by the engineer(s) who prepared the Engineering Plans. The Owner agrees that the Improvements shall be constructed in accordance with the approved Engineering Plans. The Owner agrees to adhere to all Federal, State and local rules and regulations during construction.

Owner shall not modify the approved Engineering Plans or construction methods, means, materials or locations for any of the Improvements without the prior written approval of Silverthorne.

4. Rights-of-Way and Easements. Owner shall provide and dedicate all necessary rights-of-way and easements related to the site development and the construction of the Improvements at the time of final plat for the Project. Owner shall also be responsible for acquiring all other applicable easements, permits and licenses necessary for the construction of the Improvements.

5. Plans and Drawings. Owner will furnish Silverthorne, at Owner's cost, five (5) copies of the Wet Stamped Engineering Plans and all supplemental plans, drawings and specifications relating to the Improvements and overall Project development which shall be prepared, stamped and certified by a licensed, registered Professional Engineer (P.E.), hereafter referred to as the "Design Engineer" or "Engineer of Record." Owner shall furnish Silverthorne three (3) paper copies showing the constructed Improvements in their as-built locations prior to Silverthorne's acceptance of the Improvements. Owner shall pay the cost of adding "as-built" drawings to Silverthorne's GIS system.

6. Cost Estimate for Improvements. In order to secure the construction and installation of the Improvements such that Silverthorne has sufficient funds to complete the construction should Owner default, Owner has estimated the costs of Improvements to be installed as itemized in **Exhibit B**. Silverthorne has, in good faith, reviewed and approved the cost estimates. The Parties acknowledge that the costs and quantities set forth on **Exhibits B and C** are estimates and that the actual costs and quantities may vary from such estimates.

7. Additional Costs. Owner shall be responsible for all costs for the Project, in addition to the basic costs of construction estimated in **Exhibits B and C**, including, but not limited to preliminary and final design, plan, as-built drawing

preparation, construction costs, surveying costs and required studies related to the Project including but not limited to traffic, utilities, and geotechnical studies as well as, inspection and certification, performance and guarantee during construction and the following warranty period, and any other administrative or legal expenses.

8. Security.

- a. Owner shall secure all of its obligations under this Agreement by furnishing to Silverthorne either cash or a letter of credit in the amount of \$36,479.57 in a form acceptable to Silverthorne issued by a Colorado bank or another lender (the "Issuer") acceptable to Silverthorne.
- b. If Owner fails to perform or observe any obligation or condition required by this Agreement, and if such default or defaults remains uncured for more than thirty (30) days after Owner's receipt of written notice thereof from Silverthorne, Silverthorne may either (A) cure the default at Owner's expense and draw on the Letter of Credit from time to time to pay the costs it incurs in connection therewith or (B) issue written notice advising Owner that specific Improvements constructed have been deemed unacceptable until the Owner complies with all obligations and conditions of this Agreement.
- c. The procedures for drawing on the Letter of Credit shall apply whether there may be one or more defaults, or a succession of defaults on the part of Owner in performing the terms, requirements and conditions contained in this Agreement.
- d. If requested by Owner, Silverthorne may consider allowing partial releases of the Letter of Credit as construction of the Improvements progresses. Partial releases shall be considered only for the completion of Improvement items and quantities identified in **Exhibits B and C**. Partial release requests shall be made in writing and shall be accompanied by appropriate records documenting the Improvement items completed their quantities, lengths and/or limits and associated cost amounts. This documentation may include, but is not limited to copies of bills and paid invoices, the schedule of values for the work performed and schedule of values summarizing the work remaining, as well as any other supporting documentation requested by Silverthorne. Silverthorne may elect to inspect the Improvements to verify their completion and shall determine the amount of the partial release within ten (10) business days following its receipt of the request. If Silverthorne agrees that the amount of the partial release request appears to be in proper proportion for the amounts of the completed (and remaining) Improvements and that the Improvements have been constructed in accordance with the approved Engineering Plans and any other applicable requirements of this Agreement, then Silverthorne may release a portion of the Letter of Credit. The amount of

the partial release shall be the amount or quantity of the Improvement completed as identified in **Exhibit B**. Partial release requests shall be made no more frequently than once per calendar month.

- e. No determination by Silverthorne of construction performed nor any partial release of any portion of the Letter of Credit shall be deemed as acceptance of Improvements by Silverthorne.

9. Completion. Before any building permit can be issued within the Project (other than for facilities required as part of the Improvements and as described in **Exhibits B and C**), all Improvements must be completed, inspected, approved and accepted by Silverthorne. All Improvements shall be completed in accordance with the approved Engineering Plans, within two (2) years after approval of the Project by Silverthorne. Extension of time for completion of Improvements may be considered by Silverthorne for good cause shown. "Good cause" shall be determined by Silverthorne.

10. Materials and Workmanship. Unless otherwise approved by Silverthorne in writing, all materials to be used for constructing the Improvements shall be new and both workmanship and materials shall be of good quality. Prior to procurement (unless waived by Silverthorne), Owner shall furnish Silverthorne the name of the manufacturer of equipment and materials which it contemplates using for the construction of the Improvements. Owner shall also furnish information on capacities, efficiencies, sizes, etc., and any additional information requested by Silverthorne. Samples shall be submitted for approval when requested. Equipment, materials and articles installed or used for the Improvements without Silverthorne's approval shall be at the risk of subsequent rejection.

11. Work Specifications. All work done under this Agreement shall be completed to the lines, grades, and elevations and shall be constructed with the materials and means shown on the approved Engineering Plans. Owner shall keep Silverthorne informed, at least five (5) calendar days in advance, of the times and places at which it wishes to undertake construction. Any work done without being properly located and established by base lines, offset stakes, benchmarks, or other staking in accordance with the approved Engineering Plans may be ordered removed and replaced at Owner's cost and expense. Silverthorne and/or the Inspector shall issue written notice to Owner regarding any construction or activity which Silverthorne deems unacceptable. All stakes, bench marks, and other survey points shall be preserved by Owner until the Improvements have been accepted by Silverthorne.

12. Protection.

- a. Owner shall keep and maintain all of the Improvements in good order and condition until Silverthorne formally accepts the Improvements. Owner shall at its cost repair or replace any damage to or destruction of the

Improvements that occurs prior to such acceptance by Silverthorne, except to the extent that such damage or destruction is caused by agents or employees of Silverthorne.

- b. Owner shall take all steps necessary to prevent its construction activities from damaging adjacent properties. If any adjacent property is damaged during site work or during the construction of the Improvements, Owner shall at its cost promptly repair or replace the damaged property to a condition equal to or better than that which existed before such damage or injury.
- c. Owner shall take all steps necessary to prevent its construction activities from causing bodily injury to person, including without limitation, traffic control and the installation of safety signage, barricades, fencing, lighting and other safety measures.
- d. In addition to complying with erosion control measures described in the Engineering Plans, Owner shall take all necessary steps to prevent its construction activities from harming water quality, water bodies and wetlands. Owner shall be responsible for obtaining all applicable local, State and/or Federal required construction stormwater permits prior to commencement of site work.

13. Construction Inspection. Inspection shall be provided to assure that all work is performed in accordance with the approved Engineering Plans and with the terms of this Agreement. Owner is responsible for the cost of inspection services related to construction of the Improvements. Full time inspection shall be provided by the Owner's Engineer, unless an alternative method or schedule is approved by Silverthorne in writing. The Inspector and inspection schedule shall be subject to the approval of Silverthorne. The Inspector(s) as described above (hereinafter referred to as "Inspector") will inspect the construction materials and will observe construction of the Improvements to be dedicated to Silverthorne to assure that they have been constructed in compliance with the approved Engineering Plans, and with Silverthorne's standards and regulations. The Inspector shall document their observation of construction on a daily basis and on a form acceptable to Silverthorne, which may also include photo and video documentation. In the event that there are questions or concerns at any time about the quality of construction and/or materials or methods used during construction, Silverthorne may issue written notice advising Owner that specific Improvements in question have been deemed unacceptable.

- a. The Inspector shall notify the Owner within twenty-four (24) hours of all construction or material defects or problems with the construction, either noted by the Inspector or presented to the Inspector by the Owner's Engineer, or by Silverthorne. Such claims may include any matter relating to the materials being used, execution and progress of the work or interpretation of this Agreement, including the approved Engineering

Plans. Any subsequent recommendations or proposed revisions from the Owner's Engineer shall be subject to the final review and decision of the Silverthorne Public Works Director or his or her designee.

- b. The Inspector shall make daily estimations of amounts and quantities of work performed hereunder.
- c. The Inspector and Silverthorne shall have free access to the work at all times. Owner shall furnish both Inspector and Silverthorne with the means for ascertaining whether the work being performed or the work which has been completed is in accordance with the approved Engineering Plans and Silverthorne's Engineering Standards.
- d. The Inspector is in no way be responsible for how the work is performed, safety in, on, or about the job site, methods of performance, or timeliness in the performance of the work.
- e. Silverthorne hereby designates the Public Works Director or his or her designee(s) as representatives with authority to speak for Silverthorne, and with whom the Inspector shall communicate on all matters provided for in this Agreement.
- f. Inspections may extend to all or any part of the Improvements and to the preparation or manufacture of the materials to be used. The Inspector is not authorized to alter the provisions of this Agreement or any specifications or to act as foreman for Silverthorne or Owner. Owner agrees to pay for the Inspector and all related inspection services.
- g. Owner agrees to pay Silverthorne for the examination of submitted plans and Silverthorne's inspection of the work.

14. Quality of Work. If at any time it is determined by Silverthorne or the Inspector that substandard material, not conforming to the requirements of the approved Engineering Plans and specifications has been delivered to the Project or has been incorporated in the work, or if work shall have been performed of inferior quality, then such material or work shall be considered as defective and shall be removed and replaced at the Owners expense.

- a. Any failure to earlier detect defective design, material, or workmanship shall not impair Silverthorne's right to a completed and functional project constructed per the approved Engineering Plans as well as applicable engineering standards and regulations.
- b. If Inspector or Silverthorne discovers defective materials, whether before, during or after installation and if Owner fails to replace rejected materials, Silverthorne may issue written notice advising Owner that these materials and the related Improvements will be deemed unacceptable.

- c. If the approved Engineering Plans, the specifications, the Owner's Engineer's instructions or requirements of any public authority, including Silverthorne, require any work to be specially tested or approved, Owner shall be responsible for performing such testing, obtaining passing test results and providing reports of those results to the Inspector and Silverthorne as quickly as possible, and prior to commencing further work. If any work is covered without approval of the Inspector, the Inspector and/or Silverthorne may order the work to be uncovered for examination and inspection. If Owner fails to comply with these requirements, then Silverthorne may issue written notice advising Owner that specific Improvements in question will be deemed unacceptable.
- d. Reexamination of work or materials may be ordered by the Inspector or Silverthorne. If so ordered, the work or materials must be uncovered by Owner. If such work or materials are found to be in accordance with this Agreement and the approved Engineering Plans, then the party requiring the reexamination shall pay the costs of uncovering, reexamination, replacement, and restoration of the site. If such work or materials be found not in accordance with this Agreement and the approved Engineering Plans, Owner shall pay such cost.
- e. In the event that adverse site or climatic conditions exist which may damage or endanger work, Silverthorne may issue written notice advising Owner that Improvements constructed during these conditions will be deemed unacceptable.

15. Final Inspection. When the work specified in this Agreement is completed and the final clean-up has been performed, Owner shall notify Silverthorne and shall provide a letter, in a form acceptable to Silverthorne, from the Owner's Engineer certifying that all Improvements have been constructed in accordance with the approved Engineering Plans. Silverthorne will then, within ten (10) working days after such notice, make its final inspection. If such inspection determines that the construction of the Improvements appears to have been completed in accordance with the Engineering Plans and the other requirements of this Agreement, and that all Improvements appear to be operating correctly, Silverthorne will accept the Improvements by issuing a Certificate of Completion within ten (10) days of the date of the Final Inspection. If the inspection reveals that the work has not been completed in accordance with the approved Engineering Plans and the other requirements of this Agreement, or is not functioning or may not function correctly, Owner shall be notified in writing and shall promptly correct the deficiency at its cost and, following the completion of such corrective work, reissue its notice of completion to Silverthorne. The re-inspection process and timeframes will be subject to the above schedule.

16. Acceptance of Improvements. Silverthorne shall not accept responsibility for ownership, operation and maintenance of the Improvements

until all Improvements have been completed by Owner, have passed final inspection by Silverthorne and have subsequently received final acceptance thereof by Silverthorne. Upon written request by Owner for a Certificate of Completion, and provided that all of the payments and other performances within this Agreement have been made and completed by Owner, Silverthorne will issue the Certificate of Completion. Upon issuance of the Certificate of Completion, "**Improvements to be dedicated to and owned by Silverthorne**" as described in **Exhibit B** shall be deemed approved and accepted by Silverthorne and shall be owned, operated and maintained by Silverthorne, unless specific conditions are stated otherwise within the Certificate of Completion. All other Improvements which will NOT be dedicated to Silverthorne for ownership, as described in **Exhibit B**, shall be inspected by a private inspector, approved by Silverthorne, who shall provide Silverthorne with a written certification of compliance with the approved Engineering Plans for those constructed Improvements.

17. Warranty and Guarantee. Owner hereby warrants and guarantees to Silverthorne that the Improvements will be fully functional and free of all defects in design, materials, construction and function for a period of two (2) years from the date of their final acceptance by Silverthorne, measured by the date of issuance of the Certificate of Completion. Security shall be deposited to warrant the Improvements against defects during the two-year warranty period. Such warranty security shall be posted in the amount of twenty percent (20%) of the total construction cost of the Improvements for the two-year warranty period and shall be provided either as cash or via letter of credit in a form acceptable to Silverthorne and which is issued by a Colorado bank or another lender (the "Issuer") acceptable to Silverthorne.

- a. Owner warrants that upon acceptance of the Improvements by Silverthorne, title to all work performed and materials and equipment furnished in respect thereof will pass to Silverthorne free and clear of all liens, encumbrances, security interests, bailments, conditional sales contracts, claims and other agreements by which an interest or encumbrance is retained by any person or entity.
- b. Owner warrants that all work performed and materials and equipment furnished in respect of the Improvements are new, of good quality, free from all faults and defects, and in compliance with the approved Engineering Plans. Any work, materials or equipment not complying with these requirements, including any unapproved substitutions, may be considered defective and shall be removed and replaced at Owner's cost.
- c. If, within the applicable warranty and guarantee period set forth above, any of the work, materials or equipment is found to be or becomes defective or deficient Owner shall, without cost to Silverthorne, correct it promptly after receipt of notice from Silverthorne.

- d. The warranty and guarantee periods set forth above shall be extended for any remedial or repair work that may be necessary within the first two (2) years after the issuance of the Certificate of Completion for the Project by Silverthorne. Additionally, the warranty and guarantee period for remedial or repair work shall for be two (2) years after the date of performance of the remedial or repair work. Security, for the remedial or repair work shall also be retained by Silverthorne throughout this extended period.
- e. In any situation where defective or deficient work, materials or equipment affects the safety of persons or property and Owner has failed to respond in a timely manner, then Silverthorne may act immediately to respond, including ordering the suspension of work on the Project. If Owner fails to promptly correct any defect or deficiency where notice has been given to Owner, Silverthorne may undertake the necessary remedial effort. In either event Owner shall immediately reimburse Silverthorne for all costs. Nothing contained herein shall impose any duty upon Silverthorne to act for Owner in an emergency.
- f. All warranty and guarantee obligations shall survive termination of this Agreement and acceptance of the Improvements by Silverthorne. The establishment of all warranty and guarantee periods shall not be construed to create a period of limitation for commencement of any legal proceedings brought for a breach of the warranty.

18. Notice. When any faulty condition in the Improvements is found, Silverthorne shall serve notice to Owner and/or its surety or Issuer of this condition. Upon receipt of said notice Owner or its surety shall proceed immediately and with due diligence to perform all repairs and/or replacements in a satisfactory manner at no cost to Silverthorne. Security in the amount of the actual cost of repair and/or replacement shall be retained for this extended two (2) year period. In the event Owner fails to make such repairs or replacements, Silverthorne shall have the right to do so in the manner described herein. If, in repairing its own work, Owner damages the work or property of others, the repair and payment for such shall be Owner's responsibility.

19. Remedies. In addition to any other remedy allowed by law, in the event of default by the Owner with respect to any provision of this Agreement, including insufficiency of security to complete the Improvements, Silverthorne may refuse to further process any site development or building permit application for any property within the Town of Silverthorne, owned, in whole or in part, by Owner.

20. Indemnification.

- a. Owner hereby expressly binds itself to indemnify and save harmless Silverthorne and its officers and employees, against all suits or actions of every kind and nature brought, or which may be brought against them or any of them; any loss, cost or expense incurred by them or any of them

for, or on account of, any injury or damage received or sustained by any person, firm or corporation during the construction of the Improvements or the applicable warranty period, arising in whole or in part from the acts or omissions of Owner, its contractors and agents

- b. The indemnity contained in this Paragraph benefits Silverthorne and its agents only. This Paragraph confers no benefit or right upon any third party.
- c. Silverthorne does not waive its right to assert, to the fullest extent permitted by law, its immunity from suit under any statute or common law doctrine, including the Colorado Governmental Immunity Act, § 24-10-101, et seq., C.R.S., as well as the limitation upon liability provided therein.

21. Additional Conditions.

- a. **Applicable Law.** This Agreement, and the terms, conditions and covenants herein contained, shall be deemed to complement and shall be in addition to the conditions and requirements of Silverthorne's Town Code requirements and other applicable laws, rules and regulations. This Agreement shall be construed pursuant to the laws of the State of Colorado. Jurisdiction and venue for any cause of action arising under this Agreement shall be proper and exclusive in the Summit County district court.
- b. **Severability.** It is understood and agreed by the Parties that if any part, term, or provision of this Agreement is held by any court of competent jurisdiction to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- c. **Complete Agreement.** This instrument embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the Parties. There shall be no modification of this Agreement except in writing, executed with the same formalities as this instrument.
- d. **Recording; Benefit.** This Agreement shall be recorded with the Clerk and Recorder for Summit County, Colorado; shall run with the land, and shall be binding upon and shall inure to the benefit of the Parties hereto and upon and to their respective successors, grantees and assigns. Owner shall be released from further obligation hereunder in the event of sale or transfer of the Property or portions thereof (to the extent of such

portions only); provided however, that any successor, grantee or assignee of Owner shall be bound hereby with respect to the Property or such portions thereof so sold or transferred, and this document shall have been recorded and serve as a covenant running with and burdening the land described in Exhibit A, as the burdened property, as an easement in gross for the benefit of the Town of Silverthorne. Any reference herein to Owner shall be deemed to include any purchaser, successor-in-interest or assign of Owner as to all or any part of the Property. Owner shall notify Silverthorne in writing within fifteen (15) days of any sale, transfer, or assignment, giving name and address of transferee, assignee or buyer. Except as set forth in this Additional Conditions paragraph, this Agreement does not confer any right or benefit to any third party.

- e. **Force Majeure.** If Owner's performance of the Improvements is unreasonably delayed, disrupted or interfered with by the presence of any reasonably perceived hazardous material, labor dispute, fire, unusual delay in delivery, adverse weather conditions not reasonably anticipated, any written or oral order, directive, interpretation or determination made by Silverthorne, unavoidable casualties or any other causes reasonably beyond Owner's control, then the Owner's time shall be extended for such duration as provided elsewhere in this section upon Owner's timely submission of its request for an extension of time.
- f. **Effective Date.** The terms of this Agreement shall become binding on all Parties hereto on the recordation of this Agreement in the records of the Clerk and Recorder of Summit County, Colorado.
- g. **No Waiver.** No waiver of any of the provisions of this Agreement shall be deemed or constitute a waiver of any other provisions herein, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided, nor shall the waiver of any default hereunder be deemed a waiver of any subsequent default hereunder.
- h. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original.
- i. **Authority.** The undersigned hereby acknowledge and warrant their power and authority to bind the Parties to this Agreement.
- j. **Vested Rights.** Silverthorne acknowledges and agrees that (i) Silverthorne has approved the Project, (ii) such approval is considered a site specific development plan, and (iii) pursuant to Section 4-4-14 of the Town Code and Article 68 of Title 24, C.R.S., Owner has obtained vested property rights to develop the Project for a period of three (3) years commencing on the date of this Agreement, subject to Town Code Section 4-4-6. Notwithstanding anything to the contrary set forth in Paragraph 21.e above, the three (3)-year period for Owner's vested

property rights to develop the Project will not be extended for force majeure or any other reason, unless Silverthorne consents to such extension.

- k. **Lot Sales.** Owner may not enter into any contract for the sale of any of the Lots which may have been created by a Plat for the Property or take any Lot or ownership specific reservation until Owner has provided Silverthorne with the financial security required by this Agreement. This Section shall not be construed to restrict Owner's right to sell the entirety of the Property to another developer as a bulk sale.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized officials to place their hands and seals upon this Agreement as of the respective dates set forth opposite the acknowledgment below of their execution of the Agreement, to be effective as of the day and year first above written.

TOWN OF SILVERTHORNE, a Colorado municipal corporation

ATTEST:

By: _____
Bruce Butler, Mayor

Michele Miller, Town Clerk

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

Acknowledged before me this ____ day of _____, 2015, by Bruce Butler, Mayor, and by Michele Miller as Town Clerk of the Town of Silverthorne, Colorado.

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: _____

Notary Public

[SEAL]

Angler Mountain Ranch, LLC

By: _____
Title: _____

Notary Public

[SEAL]

STATE OF COLORADO)
) ss.
COUNTY OF SUMMIT)

Acknowledged before me this _____ day of _____, 2015, by
_____, (*Title and Company name*).

WITNESS my hand and official seal.

MY COMMISSION EXPIRES: _____

Notary Public

[SEAL]

Exhibit A

SITE IMPROVEMENTS AGREEMENT

Legal Description of the Project

Angler Mountain Ranch, Filing No. 3 – Third Amendment, A Resubdivision of Tract A,
Angler Mountain Ranch, Filing No. 3

Exhibit B

SITE IMPROVEMENTS AGREEMENT

Improvements Quantities and Cost Estimates

Improvements to be dedicated to and owned by Silverthorne. (Subject to the two (2) year Warranty period.)

| Angler Mountain Ranch | | | | | | |
|---------------------------------|-------------------------------|----|--------|-----------------|-------------------|---------------------|
| Filing 3 - 3rd Amendment | | | | | | |
| 5/13/2015 | | | | | | |
| | | | | <u>Quantity</u> | <u>Unit Price</u> | <u>Total</u> |
| 1 | Drainage Swale | sf | 3,900 | \$ 1.26 | \$ 4,914.00 | |
| 2 | Re-establish Bald Eagle Ditch | lf | 350 | \$ 2.10 | \$ 735.00 | |
| 3 | Sewer Main | lf | 267 | \$ 48.13 | \$ 12,850.71 | |
| 4 | Sewer Manhole | ea | 1 | \$ 3,000.00 | \$ 3,000.00 | |
| 5 | Core Existing Manhole | ls | 1 | \$ 900.00 | \$ 900.00 | |
| 6 | Re-vegetation | sf | 16,000 | \$ 0.12 | \$ 1,920.00 | |
| | Infrastructure | | | | | \$ 24,319.71 |
| | 150% Amount for SIA | | | | | \$ 36,479.57 |

Exhibit C

SITE IMPROVEMENTS AGREEMENT

Engineering Plans

The Engineering Plans are incorporated herein by this reference, but not attached and not required to be recorded with this Agreement, but must be placed on file with Silverthorne's Public Works Department.

Exhibit D

SITE IMPROVEMENTS AGREEMENT

Form of Partial Release of Letter of Credit

Certificate for the Reduction of
Amounts Available Under
Irrevocable Letter of Credit No. _____
Dated _____ (the "Letter of Credit")

The undersigned, a duly authorized agent of the Town of Silverthorne, Colorado ("Beneficiary"), hereby certifies to _____ (the "Issuer") with reference to Irrevocable Letter of Credit No. _____ dated _____, _____, ("Letter of Credit") issued by the Issuer in favor of the Beneficiary, that:

- a) Beneficiary hereby notifies you that, pursuant to that certain Subdivision Improvements Agreement for the _____ Project dated _____, _____, ("Site Improvements Agreement") by and between the Beneficiary and _____, the Beneficiary has agreed that the amount available under the Letter of Credit shall be reduced by the amount of \$_____, as of the date of this Certificate.

- b) Following the reduction referred to in Paragraph (1) above, together with all prior reductions, the amount available under the Letter of Credit to the Beneficiary is \$_____.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Certificate this _____ day of _____.

TOWN OF SILVERTHORNE, a Colorado
municipal corporation

By: _____
Its: _____

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Town of Silverthorne
Town Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager *RH*
Mark Leidal, AICP, Assistant Town Manager *ML*
FROM: Matt Gennett, AICP, Planning Manager *MG*
DATE: May 22, 2015, for the meeting of May 27, 2015
SUBJECT: First Reading of Ordinance No. 2015-08, An Ordinance Approving a Major Amendment to the South Maryland Creek Ranch Planned Unit Development (PT2014-06) *Continued from March 11, 2015

SUMMARY: The applicant is seeking Final approval of the South Maryland Creek Ranch (SMCR) Major PUD Amendment. The most significant aspect of this request is the proposed change in density from eighty-three (83) to two-hundred and forty (240) residential units. The proposal continues to include a twenty (20) acre town park, a private lake area, and consists predominantly of single-family detached units. The proposed gross density would be equivalent to 0.57 dwelling units per acre.

PREVIOUS COUNCIL ACTION: On December 14, 2005, Town Council approved both the Annexation, and associated Annexation Agreement, and PUD zoning for South Maryland Creek Ranch (SMCR) PUD. On December 14, 2005, Town Council approved Ordinance No. 2005-17 creating the SMCR General Improvement District. A Sketch Subdivision of South Maryland Creek Ranch was approved by Town Council on November 9, 2005. The Sketch Subdivision approval has since expired due to inactivity on the Preliminary Subdivision submittal. The South Maryland Creek Ranch Minor Subdivision was approved by Town Council on June 28, 2006. On September 12, 2007, the Town Council approved the Sketch Plan for the South Maryland Creek Ranch Major PUD Modification which proposed 83 residential units on 416 acres. On November 14, 2007, the Town Council approved on first reading Ordinance No. 2007-23, an ordinance zoning 61 acres of the Maryland Creek Ranch to South Maryland Creek Ranch PUD. On November 28, 2007, the Town Council approved Ordinance No. 2007-23 on second reading, an ordinance zoning 61 acres of Maryland Creek Ranch to South Maryland Creek Ranch PUD.

Maryland Creek Ranch (MCR) Sketch Subdivision and Sketch Disturbance Permit Application (DPA) for the 416 acre property, was approved by Town Council on February 13, 2008. A Preliminary Subdivision and Preliminary DPA were approved on September 24, 2008. On June 24, 2009, Town Council re-approved the Preliminary Subdivision and DPA and granted a one-year extension to the MCR Preliminary Subdivision and DPA, extending the Preliminary approval to September 24, 2010. Staff approved a six month extension of the Preliminary Subdivision and DPA from September 24, 2010, to March 24, 2011.

On March 9, 2011, the Town Council reapproved the Preliminary Subdivision for MCR with an extended three-year effective date of approval. The reapproved Preliminary Subdivision expired on March 24, 2014.

On October 22, 2014, the Town Council approved the Fourth Amendment to the Amended and Restated Annexation and Development Agreement for SMCR, which extended certain deadlines by one year. On October 22, 2014, the Town Council approved the Second Amendment to the Amended and Restated Water Service Agreement for SMCR to extend a

Town of Silverthorne
Town Council Agenda Memorandum

deadline by one year. On October 22, 2014, the Town Council approved the Fifth Amendment to the Subdivision Improvements Agreement for SMCR to extend a deadline commensurate with the completion of required improvements.

On January 28, 2015, Council approved Minor Subdivision plats for SMCR and Ox Bow Ranch which resolved a property line location discrepancy.

On March 11, 2015, Council held a Public Hearing on the subject application at their regular meeting and continued the item to the regularly scheduled meeting of May 27, 2015.

BACKGROUND: In December 2005, the Town annexed and zoned SMCR which then consisted of 71 single family residential units on 355 acres. On May 23, 2007, Maryland Creek Ranch, LLC, brought forward an Annexation Petition to annex an additional 61 acres. The primary purpose of this later annexation was to increase the acreage of SMCR property so that the one unit per five acre Rural Residential density would be maintained upon incorporating an additional twelve (12) units into the original SMCR PUD. In November 2007, the Town approved the annexation of an additional 61 acres concurrently with a Major PUD Amendment to zone the additional 61 acres and allow for an additional twelve (12) units of density in the SMCR PUD, which brought the total units to 83 single family units on 416 acres. On May 16, 2014, the applicants submitted the application for a Major Amendment to the SMCR PUD. On March 3, 2015, the Planning Commission forwarded a recommendation of approval to Council by a vote of 7-0.

DISCUSSION: Please see attached Staff Report.

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission, by a vote of 7-0, recommends approval of the South Maryland Creek Ranch Major (SMCR) PUD Amendment, with the following conditions:

1. That the Amended and Restated Annexation and Development Agreement, and all the associated agreements outlined in this report, shall be amended to appropriately reflect and accommodate the requested increase in density, to the satisfaction of staff and prior to the public hearing of the SMCR Major PUD Amendment application before Council.
2. That Section 4.2 of the PUD Guide regarding private *Related Road Improvements* shall be removed from the PUD prior to the public hearing before Town Council pursuant to the memorandum from Public Works (Exhibit A to this report). The various PUD Guide exhibits referencing these private improvements in Town Rights-of-Way shall likewise be amended and updated to reflect this textual change.
3. That the updated comments of the SPORT Committee continue to be addressed and incorporated into the project as it proceeds forward in the development review process.

STAFF RECOMMENDATION:

Staff recommends that Condition 1, as stated above, be amended to state: "The South Maryland Creek Ranch Major PUD Amendment approval is conditioned upon the review and approval of the SMCR Development Agreement and Water Services Agreement by Town

Town of Silverthorne
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Council". (The Planning Commission recommended conditions, and staff's recommendation, have been included in Ordinance No. 2015-08.)

PROPOSED MOTION: *"I move to approve, on First Reading, Ordinance No. 2015-08, An Ordinance Approving a Major Amendment to the South Maryland Creek Ranch Planned Unit Development."*

PROPOSED ALTERNATIVE MOTION: No motion is necessary should the Council decide not approve Ordinance No. 2015-08 on First Reading.

ATTACHMENTS:

Staff Report and Exhibits

MANAGER'S COMMENTS:

Town of Silverthorne, Colorado
Town Council Staff Report

From: Matt Gennett, AICP, Planning Manager *MG*
Through: Mark Leidal, AICP, Assistant Town Manager *ML*
Date: May 22, 2015, for the meeting of May 27, 2015
Subject: First Reading of Ordinance No. 2015-08, An Ordinance Approving a Major Amendment to the South Maryland Creek Ranch Planned Unit Development (PT2014-06) *Continued from March 11, 2015

Owner/Applicant: Tom Everist, South Maryland Creek Ranch, LLC.

Proposal: The applicant is seeking Final approval of the South Maryland Creek Ranch (SMCR) Major PUD Amendment. The most significant aspect of this request is the proposed change in density from eighty-three (83) to two-hundred forty (240) residential units. The proposal continues to include a twenty (20) acre town park, a private lake area, and consists predominantly of single-family detached units. The proposed gross density would be equivalent to 0.57 dwelling units per acre. *(Please see the attached PUD Plan and Guide for further information.)*

Address: 28755 Highway 9

Legal Description: South Maryland Creek Ranch – First Amendment.

Site Area: 416 acres

Zone District: PUD

Site Conditions: Of the 416 acres included in the Major PUD Amendment request, a portion is currently being use by Everist Materials for their gravel operation. The remainder of the land is undeveloped property, primarily made up of a wooded hillside leading up to the National Forest.

Adjacent Uses: North: Remainder of the Maryland Creek Ranch property
South: US Forest Service property
East: Oxbow Ranch and Highway 9
West: US Forest Service property

PREVIOUS COUNCIL ACTION: On December 14, 2005, Town Council approved both the Annexation, and associated Annexation Agreement, and PUD zoning for South Maryland Creek Ranch (SMCR) PUD. On December 14, 2005, Town Council approved Ordinance No. 2005-17 creating the SMCR General Improvement District. A Sketch Subdivision of South Maryland Creek Ranch was approved by Town Council on November

Town of Silverthorne, Colorado
Town Council Staff Report

9, 2005. The South Maryland Creek Ranch Minor Subdivision was approved by Town Council on June 28, 2006. On September 12, 2007, the Town Council approved the Sketch Plan for the South Maryland Creek Ranch Major PUD Modification which proposed 83 residential units on 416 acres. On November 14, 2007, the Town Council approved on first reading Ordinance No. 2007-23, an ordinance zoning 61 acres of the Maryland Creek Ranch to South Maryland Creek Ranch PUD. On November 28, 2007, the Town Council approved Ordinance No. 2007-23 on second reading, an ordinance zoning 61 acres of Maryland Creek Ranch to South Maryland Creek Ranch PUD.

Maryland Creek Ranch (MCR) Sketch Subdivision and Sketch Disturbance Permit Application (DPA) for the 416 acre property, was approved by Town Council on February 13, 2008. A Preliminary Subdivision and Preliminary DPA were approved on September 24, 2008. On June 24, 2009, Town Council re-approved the Preliminary Subdivision and DPA and granted a one-year extension to the MCR Preliminary Subdivision and DPA, extending the Preliminary approval to September 24, 2010. Staff approved a six month extension of the Preliminary Subdivision and DPA from September 24, 2010, to March 24, 2011.

On March 9, 2011, the Town Council reapproved the Preliminary Subdivision for MCR with an extended three-year effective date of approval. The reapproved Preliminary Subdivision expired on March 24, 2014.

On October 22, 2014, the Town Council approved the Fourth Amendment to the Amended and Restated Annexation and Development Agreement for SMCR, which extended certain deadlines by one year. On October 22, 2014, the Town Council approved the Second Amendment to the Amended and Restated Water Service Agreement for SMCR to extend a deadline by one year. On October 22, 2014, the Town Council approved the Fifth Amendment to the Subdivision Improvements Agreement for SMCR to extend a deadline commensurate with the completion of required improvements.

On January 28, 2015, Council approved Minor Subdivision plats for SMCR and Ox Bow Ranch which resolved a property line location discrepancy.

On March 11, 2015, Council held a Public Hearing on the subject application at their regular meeting and continued the item to the regularly scheduled meeting of May 27, 2015.

BACKGROUND: In December 2005, the Town annexed and zoned SMCR which then consisted of 71 single family residential units on 355 acres. On May 23, 2007, Maryland Creek Ranch, LLC, brought forward an Annexation Petition to annex an additional 61 acres. The primary purpose of this later annexation was to increase the acreage of SMCR property so that the one unit per five acre Rural Residential density would be maintained upon incorporating an additional twelve (12) units into the original SMCR PUD. In November 2007, the Town approved the annexation of an additional 61 acres concurrently with a Major PUD Amendment to zone the additional 61 acres and allow for an additional twelve (12) units of density in the SMCR PUD, which brought the total units to 83 single

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Town Council Staff Report

family units on 416 acres. On March 3, 2015, the Planning Commission forwarded a recommendation of approval to Council by a vote of 7-0.

EFFECTIVE APPROVAL DOCUMENTS: The following section provides a comprehensive list of approved plans, plats, agreements, and corresponding implementing documents that remain in effect for the SMCR PUD. The terms and conditions of all the agreements listed below shall remain in effect moving forward to the public hearing before Council, at which time a renegotiated Development Agreement, and all the associated agreements, will be presented for Council's consideration. Business points, important milestones and public improvements completed to-date are highlighted underneath each item in the list.

• **Annexation & Development Agreement**

▪ **History:**

- Council first entered into the Annexation and Development Agreement with Maryland Creek Ranch, LLC, on December 14, 2005
- On November 28, 2007, Council approved the Amended and Restated Annexation and Development Agreement with the annexation of an additional 61 acres to the PUD
- A First Amendment to the Amended and Restated Annexation and Development Agreement was approved by Council on November 10, 2009
- Council approved a Second Amendment to the Amended and Restated Annexation and Development Agreement on November 9, 2011
- The Third Amendment to the Amended and Restated Annexation and Development Agreement was approved on December 12, 2012
- The Fourth Amendment to the Amended and Restated Annexation and Development Agreement was approved on October 22, 2014

▪ **Essentials:**

- Fiscal Impact Analysis: Residential development must pay for the costs it generates
- 2% RETA
- \$100,000 toward the Pavilion
- \$500,000 toward a new P.W. facility
- 8 Units of Affordable Housing in Solarado
- \$1.2 million toward the trail
- 20 acre public park and vertical improvements
- Entry monument sign
- Sewer opportunity fee

• **Planned Unit Development (PUD) Development Final Plan**

▪ **History:**

- First approved with annexation on December 15, 2005
- Major PUD Amendment approved on November 28, 2007

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Town Council Staff Report

- Essentials:
 - Establishes Zoning Standards such as -
 - Permitted uses, building heights, densities, and setbacks
 - Architectural control
 - Sets forth allowed designs, materials, and color palette
 - Roads Design
 - Public Park Design

• **Preliminary Subdivision**

- History:
 - Extended approval expired on March 24, 2014 (please see Previous Council Action for detailed chronology)
- Essentials:
 - Geotechnical investigations and reports
 - Soils reports and studies
 - Inclinometers & Dosimeters installed and monitored
 - Road layout
 - Water & sewer lines installed
 - Bridge infrastructure installed

• **General Improvement District (GID)**

- History:
 - On December 14, 2005, Ordinance Nos. 2005-17 and 2005-18 were approved on second reading thereby allowing for the GID to be set up and a ballot question floated to fund the services and functions of the GID
 - On January 9, 2008, Ordinance No. 2008-1 was passed by the GID Board thereby including the additional 61 acres annexed into the SMCR PUD as part of the General Improvement District boundary
- Essentials:
 - Set up to pay for the services provided to SMCR
 - A maximum of 30 mills was assumed
 - 15-18 mills anticipated to cover costs
 - GID controlled by Council, not a separate board

• **Water Service Agreement**

- History:
 - Tracks with the Annexation and Development Agreement
 - Current version is the Second Amendment to the Amended and Restated Water Service Agreement approved on October 22, 2014, which extended a deadline by one year
 - First Amendment to the Amended and Restated Water Service Agreement approved on November 14, 2012, which allowed a two-year extension on changes to water rights decreed to the Maryland No. 2 Ditch and the McKay Ditch
- Essentials:

Town of Silverthorne, Colorado
Town Council Staff Report

- Senior water rights allocated to the Town
- Water usage – park

• **Comprehensive Plan**

▪ History:

- The original annexation and zoning of SMCR was based upon its adherence to the nine site-specific criteria from the previous version of the Comprehensive Plan, cited below

▪ Essentials:

- Major PUD Amendment approved in November 2007 based upon its conformance to the Comp Plan using these nine site-specific design criteria:
 - Preserve rural ranch open character
 - Preserve views of Gore Range from Highway 9
 - Low density, rural residential (1 DU per 5 acres)
 - Cluster development in areas not visible from Highway 9
 - Avoid ridgeline and steep slope development
 - Expand and enhance gateway to Silverthorne and the Lower Blue Valley
 - Enhance parks, trails, and open space in accordance with the Town Park, Trails and Open Space Plan
 - Preserve existing vegetation
 - Sensitive to wildlife impacts

STAFF COMMENTS:

In accordance with Town Code Section 4-1-22, a PUD Major Amendment requires a Pre-application meeting and Final PUD Plan review process. Section 4-4-14(g)(3) sets forth the criteria for approval of a Final PUD Plan, which are: *a) Consistency with the Comprehensive Plan and other Town master plans and standards; and, b) Consistency with Chapter 4 of the Town Code and other applicable standards established by the Town.* The PUD Guide shall include but not be limited to proposed land uses, densities, setbacks, building heights, lot coverages, parking requirements, landscaping requirements, and architectural standards. The Final PUD Plan and Guide (Exhibit C) has been found by staff to contain sufficient information and details related to the type, intensity, and density of the proposed residential development.

Comprehensive Plan Conformance:

The current version of the Comprehensive Plan is the 2014 Comprehensive Plan Update and contains language that is similar to the previous version of the plan, but is less specific regarding desired densities as one travels outward from the Town Core. As listed earlier in this memorandum, the last Major Amendment to the SMCR PUD occurred in 2007 and was structured in a manner that ensured conformance to the previous policy guideline (contained in *Appendix A: Three-Mile Plan*) of maintaining an overall density of one unit per five acres. *Appendix A* of the previous Comprehensive Plan has since been updated to reflect the annexation of the portion of Maryland Creek Ranch now known as South Maryland Creek Ranch, and the density numbers (one unit per five acres) have been

Town of Silverthorne, Colorado
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removed. The pertinent language from the 2014 Comprehensive Plan Update is contained in Land Use Policy 3.1, which reads as follows:

“Focus highest density residential development within and radiating outward from Silverthorne’s Town Core, transitioning to medium and lower density neighborhoods to the north and east, eventually promoting a buffer of the lowest density, largest lot residential areas abutting the private agricultural and public lands that surround the town.” (2014 Comprehensive Plan Update, p.28)

The language from *Appendix A: Three-Mile Plan* in the 2014 Comprehensive Plan Update that refers to the Maryland Creek Ranch property has been revised to read as follows:

Area 6: Maryland Creek Ranch:

Description *The Maryland Creek Ranch is located north of South Maryland Creek Ranch Subdivision and west of SH 9.*

Land Uses *The parcel is approximately 656 acres and is presently zoned A-1 (Agriculture) by Summit County. Currently, a portion of the site is used for gravel extraction. If annexed this parcel should be zoned PUD. A PUD would allow for flexibility in the development plans to permit clustered units to avoid steep slopes and ridgelines and to maintain valuable vegetation and reduce visual impacts. Development should be sensitive to its visual and wildlife impacts. If annexed, applicant shall utilize sensitive site design techniques including but not limited to the following:*

- Preservation of rural ranch and open character*
- Preservation of views of Gore Range from SH 9*
- Low density, rural residential*
- Cluster development in areas not visible from SH 9*
- Avoidance of ridgeline and steep slope development*
- Expansion and enhancement of the gateway to Silverthorne and the Lower Blue River Valley*
- Enhancement of Parks, Open Space, and Trails in accordance with the Town’s Park, Trails and Open Space Master Plan*
- Preservation of existing vegetation*
- Sensitivity to wildlife impacts*

Transportation

The primary road system utilized to service this area would be SH 9, which lies adjacent to the parcel. No additional roads would be required, except for local streets that would be associated with any future development of the parcel. (2014 Comprehensive Plan Update, p. A6)

The Comprehensive Plan language excerpted above still contains the nine site design criteria, including the “low density, rural residential” characteristic, but does not specify or define numerically this designation. The application does reflect distinct adherence to the principles of clustering development in areas not visible from Highway 9, and avoiding steep slopes and ridgelines. Additionally, the Three-Mile Plan only applies to areas on the

Town of Silverthorne, Colorado
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periphery of the Town and is contemplative of desirable design attributes should these lands eventually be annexed into the Town at some point in the future.

Staff finds the applicant's proposal to be in conformance with the purpose, intent, and applicable language of the 2014 Comprehensive Plan Update.

Proposed PUD Amendment:

The new PUD Guide breaks the property into three different categories of residential development Planning Areas: *1A: Estate*, *1B: Low Density*, and *1C: Conservation Residential*. *Planning Area 1A* is programmed to be comprised of large lots that have a minimum parcel size of at least .75 acres, or 32,670 sq. ft., and will contain a maximum density of thirty-five (35) dwelling units. *Planning Area 1B* will be made up of lots that have a minimum parcel size of .30 acres, or 13,000 sq. ft., and will have a maximum density of one-hundred and fifty (150) dwelling units. *Planning Area 1C* is planned to contain footprint homes that are clustered together to optimize the conservation of open space and will build out to a maximum density of seventy-four (74) dwelling units. The sum of the total number of dwelling units for these three planning areas shall not exceed two-hundred and forty (240) dwelling units.

Planning Area 1D, Community Center, will contain the private amenities for the development including a pool, clubhouse and gym facilities. *Planning Area 2, Town Park*, will be a twenty (20) acre public park dedicated to the Town of Silverthorne and is detailed in Exhibit F of the application binder. *Planning Area 3, Private Lake Area*, is planned primarily for open space, landscaping, and recreational activities related to the use of the lake. *Planning Area 4, the Nature Preserve*, is slated for open space, trails, and passive recreational uses. *Planning Area 5, the Meadow*, is being planned as an open space area without any specific uses other than landscaping and maintenance of the landscaping.

Staff finds the application for a Major Amendment to the SMCR PUD is consistent with the applicable sections of Chapter 4 of the Town Code.

Density – With the approval of the proposed PUD amendment for an additional 157 dwelling units, the overall gross density of the SMCR project equates to 0.57 dwelling units per acre. Any additional density approved under the proposed PUD Amendment will not guarantee that all of the permissible density will be fully realized when the property is subdivided. The applicant will still have to process Preliminary and Final Subdivision applications in accordance with the residential subdivision requirements and all of the density permitted under the PUD zoning may not be attained.

PUD Exhibits – As noted in the review comments from the Public Works Department (Exhibit A), the PUD Guide binder (Exhibit C) provided by the applicant contains many supplemental, informational exhibits that are intended for illustrative purposes as this is an initial, conceptual stage of design. The only exception is the PUD Guide itself, which is Exhibit B-1 to the PUD Guide contained in Exhibit C to this report. Many of the exhibits, including the Trails and Conceptual Park Plans (Exhibits D and F to the PUD Guide, respectively), contain details that are subject to change as the development proposal

Town of Silverthorne, Colorado
Town Council Staff Report

continues through the review process and onto the Preliminary Plan stage. A Fiscal Impact Analysis, Wildlife Report, Traffic Impact Study, and Geological Analysis are included in Exhibit C to this report in compliance with Town Code Section 4-4-14(g)(7).

PLANNING COMMISSION RECOMMENDATION:

The Planning Commission, by a vote of 7-0, recommends approval of the South Maryland Creek Ranch Major PUD Amendment, with the following conditions:

1. That the Amended and Restated Annexation and Development Agreement, and all the associated agreements outlined in this report, shall be amended to appropriately reflect and accommodate the requested increase in density, to the satisfaction of staff and prior to the public hearing of the South Maryland Creek Ranch Major PUD Amendment application before Council.
2. That Section 4.2 of the PUD Guide regarding private *Related Road Improvements* shall be removed from the PUD prior to the public hearing before Town Council pursuant to the memorandum from Public Works (Exhibit A to this report). The various PUD Guide exhibits referencing these private improvements in Town Rights-of-Way shall likewise be amended and updated to reflect this textual change.
3. That the updated comments of the SPORT Committee continue to be addressed and incorporated into the project as it proceeds forward in the development review process.

STAFF RECOMMENDATION:

Staff recommends that Condition 1, as stated above, be amended to state: "The South Maryland Creek Ranch Major PUD Amendment approval is conditioned upon the review and approval of the SMCR Development Agreement and Water Services Agreement by Town Council". (The Planning Commission recommended conditions, and staff's recommendation, have been included in Ordinance No. 2015-08.)

Proposed Motion: *"I move to approve, on First Reading, Ordinance No. 2015-08, An Ordinance Approving a Major Amendment to the South Maryland Creek Ranch Planned Unit Development."*

Proposed Alternative Motion: No motion is necessary should Council decide not to approve Ordinance No. 2015-08.

EXHIBITS:

- Exhibit A: Public Works/Engineering memo dated 2/25/15
- Exhibit B: Referral agency comments
- Exhibit C: Application binder
- Exhibit D: Updated traffic analysis
- Exhibit E: Friends of the Lower Blue River comments dated 3/01/15
- Exhibit F: Town Council Meeting Minutes from March 11, 2015
- Exhibit G: Written public comment
- Exhibit H: Ordinance No. 2015-08
- Exhibit I: Letter from the applicant dated May 21, 2015

TO: Matt Gennett, Planning Manager
FROM: Bill Linfield, Public Works Director and Dan Gietzen, Town Engineer
DATE: February 25, 2015
SUBJ: Public Works Engineering comments on South Maryland Creek Ranch, Major Amendment to the existing Planned Unit Development (PUD):

Public Works has no objections to the zoning, land uses and densities proposed within the SMCR PUD dated December 16, 2014.

Our only significant concern with the PUD as written relates to the inclusion and approval of proposed private improvements to be located in public right-of-way (ROW). These improvements, referred to in the PUD as "Related Road Improvements" include things such as private water features, fencing, sculptures, decorative rock, landscaping and irrigation, among other things. These are all very general, broad terms for things that could be small or big, few or many, benign or problematic for Public Works. Additionally, we have not yet seen engineering plans and thus we cannot have true sense of how these unknowns will fit into the big picture and overall design, and what potential impacts might arise.

Public Works appreciates the Applicant's desire to cover as many items as possible during the PUD process, but we feel that the PUD a premature place for the Town to agree to obligate portions of right-of-way for these private improvements. There are many unknowns that will remain as such until design and reviews progress, and approval of this in the PUD could preclude the Town from denying any future proposals, should we have issues with them, once we finally do see more details.

The priority for ROW is for public roads, snow, utilities, drainage and other operational needs. Town standards, by default, prohibit placement of private improvements in the ROW. This said, exceptions are occasionally made, and private improvements have been allowed on site specific, case-by-case basis via License Agreements, which are allowed by the Town Charter. The Three Peaks entry monument at North Golden Eagle Road as well as on street parking and sod placement in ROW within Angler Mountain Ranch are a few past examples of how these have worked well.

In summary, Public Works feels that the topic of sharing ROW should be done on a case by case and at site specific locations once we have better design information as well as the chance to visit the actual physical location(s). The possibility of allowing private improvements within portions of the ROW should be addressed by site specific License Agreements which would memorialize the terms and the details. The PUD should focus on the project zoning. Site plan related issues like this one, are premature for and do not belong in the PUD.

Staff recommendation: Public Works Department recommends approval of the PUD, to be amended to remove text related to private Related Road Improvements to be located in the Town right-of-way.

TO: Matt Gennett, Planning Manager
Community Development Department, Town of Silverthorne

FROM: SPORT Committee
Joanne Cook, Recreation & Culture Director

DATE: February 3, 2015

SUBJECT: South Maryland Creek Ranch Major PUD Amendment

Thank you for the opportunity to comment on the South Maryland Creek Ranch Major PUD Amendment. On behalf of the SPORT Committee, I am writing this referral letter as it relates to the goals and objectives of the Town of Silverthorne's Parks, Open Space, and Trails (POST) Master Plan. SPORT Committee discussed the South Maryland Creek Ranch Major PUD Amendment at the January 15, 2015 and February 19, 2015 SPORT meetings.

The SPORT Committee would like to add the following comments to their previously submitted comments via a referral letter dated July 11, 2014:

1. The committee is pleased that the additional parking is now included at the Maryland Creek Trail access point to the National Forest. (This is especially welcomed for winter access to the National Forest and Gore Range.)
2. The committee would like the types of trails and their uses more clearly defined on the plans:
 - Forest Service Trail to the National Forest and Gore Range Trail
 - Silverthorne Loop Trail
 - Internal Trails to the M. C. Development
3. The committee would like the proposed trail, that is intended to connect to existing trails at north Eagles Nest/ Three Peaks to be on SMCR property. When the trail is constructed within the SMCR boundary, the committee would like these Silverthorne Loop trails to be dedicated to the Town via an easement. This recommendation is made due to the fact that the USFS is not currently adding new trails to its inventory, therefore making the previous proposed alignment infeasible.
4. Lastly, the committee would like the Silverthorne Loop Trail concept from the POST Master Plan incorporated in trail alignment decision making.

Thank you for the opportunity to make comments on the South Maryland Creek Ranch Major PUD Amendment. If desired, the SPORT Committee is available to meet and discuss these recommendations with Applicant.

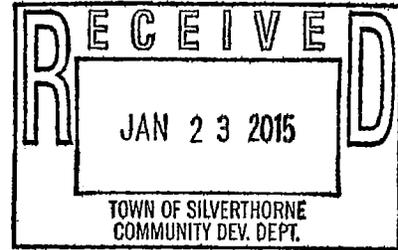


COLORADO

Parks and Wildlife

Department of Natural Resources

Hot Sulphur Springs Service Center
PO BOX 216 | 346 Grand County Road 362
Hot Sulphur Springs, Colorado 80451
P 970.725.6200 | F 970.725.6217



Matt Gennett
Senior Planner
Town of Silverthorne
P.O. Box 1309
Silverthorne, CO 80498

RE: South Maryland Creek Ranch PUD Amendment

Dear Mr. Gennett,

Thank you for the opportunity to comment on the amendment to the South Maryland Creek Ranch (SMCR) PUD and the 2014 SMCR Wildlife Impact and Mitigation Report. Colorado Parks and Wildlife (CPW) staff met with the applicant and their consultants on October 10, 2014 to discuss wildlife issues and visit the project site. The 2014 Wildlife Impacts and Mitigation Report (WIMR) reflects the discussions and did a very good job of following the CPW's recommendations.

CPW has a statutory responsibility to manage all wildlife species in Colorado; this responsibility is embraced and fulfilled through CPW's mission to protect, preserve, enhance, and manage the wildlife of Colorado for the use, benefit, and enjoyment of the people of the State and its visitors. CPW encourages the South Maryland Creek Ranch and Town of Silverthorne Planning Department to afford the highest protection for Colorado's wildlife species and habitats. CPW has reviewed the proposal and would like to offer the following comments on potential impacts to wildlife.

The SMCR property is approximately 416 acres, and has been proposed for a combination of residential development and open space. The proposal request is to amend the 2007 PUD from a proposal of 140 acres divided into 83 residential lots, to 166 acres divided into 260 residential lots/units. The 2014 amendment slightly increases the total area of lot development, but has been modified to increase clustering of development and minimize the disturbance envelope on each lot to make the overall PUD more wildlife friendly.

The property falls within summer range, overall range and migration area for mule deer; summer range, production area, winter range and overall range for elk; concentration area, summer range and overall range for moose; summer concentration area and overall range for black bear; overall range for mountain lion; and summer and winter forage area for bald eagles. Development of this property would contribute to overall human disturbance and fragmentation in Summit County, and will negatively impact local wildlife that inhabit and move through the SMCR and surrounding areas.



The property is heavily utilized by local elk for winter range, summer range, and calving (production) areas. Calving areas are critical habitat for elk as they are typically areas that provide forage, water and seclusion areas in close proximity during spring and summer months. These calving grounds are well established, and elk return the same areas each year. Development within these production areas may cause a shift in use to less suitable habitat, and may reduce the overall carrying capacity of the elk herd. The wildlife habitat west along the Highway 9 corridor north of I-70 has been heavily developed all the way up to the proposed SMCR PUD, which is located within current winter range for elk. High density development may also cause displacement of local elk during winter months, and increase the pressure on adjacent winter range to the north. The displacement of elk may also cause an increase in game damage on neighboring properties.

The 2014 WIMR includes mitigation measures to maintain three movement corridor for wildlife within the PUD. The mitigation measure include three span bridges (15' high by 40' wide) to allow for wildlife movement beneath roads; speed limits below 25 mph to reduce potential animal-vehicle collisions; clustering of home sites and designated building envelopes to minimize lot disturbance and maintain natural open space "buffers" to allow for wildlife movement through the PUD; use of native plants for landscaping; and wildlife-friendly fencing (no barbed wire or open mesh) requirements through the Home Owner's Association (HOA) . CPW supports these mitigation measures to help reduce negative impacts to wildlife. Additional resources for fencing and wildlife can be found on our website at:

<http://cpw.state.co.us/Documents/LandWater/PrivateLandPrograms/FencingWithWildlifeInMind.pdf>

Currently and historically, lands adjacent to SMCR have been important areas for hunting opportunity and harvest of primarily of elk and deer, as well as moose and bear. Residential development of SMCR may create a refuge for some species, hindering the ability to hunt the surrounding areas and achieve harvest both on the private and adjacent public lands. This has occurred in neighboring subdivisions to the south (Ruby Ranch and Willowbrook subdivisions). Hunter harvest is important to maintain healthy populations and reduce human conflict with wildlife, including road kill and nuisance issues. The amended proposal includes a trailhead with public parking, and a public hiking trail through the PUD to access adjacent US Forest Service (USFS) property. CPW supports this public access to USFS lands behind SMCR, which will facilitate future hunting in the area. This will help achieve harvest goals for elk, deer, moose and bear, and potentially reduce wildlife conflict in the PUD.

The close proximity of public land to SMCR provides residents with many recreational opportunities in addition to hunting. The CPW's recommendations for the designated trails to

access the public land behind SMCR were well addressed in the new draft PUD. CPW recommends that SMCR, the Town of Silverthorne, and the USFS continue to work together to minimize the development of social trails on the private property and adjacent USFS lands.

SMCR is located within black bear habitat. Human food sources associated with residential areas including garbage, pet food, barbeque grills, and birdfeeders can attract black bears, as well as coyotes, foxes, raccoons and other unwanted wildlife. Conflicts between residents and bears will occur if steps are not taken to reduce attractants to bears around home sites within SMCR, and conflicts will be intensified with the high density of units/lots in the current proposal.

The 2014 WIMR includes establishment of a Bear Protection Ordinance withing the SMCR HOA. These mitigation measures include prohibited feeding of wildlife; restricted bird feeders (April-November); required bear-proof trash receptacles; overnight garbage storage restrictions; maintaining clean grills; no fruit trees allowed on properties, and no composting. CPW supports all of these mitigation measures, and recommends that all new housing developments in Summit County require bear-resistant trash cans and dumpsters and establish HOA trash ordinances to avoid attracting bears and coyotes into the vicinity. Residents should plan on educating themselves with information provided by CPW. Additional resources and brochures about local wildlife species can be found on our website at:

<http://wildlife.state.co.us/WildlifeSpecies/LivingWithWildlife/Pages/LivingWith.aspx>

Pets can have a negative impact on local wildlife. Moose move through the SMCR area year round, and are sighted frequently. Moose react to dogs as they would to wolves, and do not run from dogs but may defend themselves and attack if provoked. Dogs that bark at, chase or harass moose can create a dangerous situation for both pets and humans. Both dogs and cats can chase, harass and kill other wildlife including fawns, calves, small mammals and songbirds. Pets also can be attractants for predators such as mountain lions and coyotes, both of which are present in the proposed area. The high density of units in the current SMCR proposal will increase the number of pets in the area significantly, and will negatively affect wildlife species in the area.

The WIMR mitigation measures include establishment of HOA restrictions that require the following: a leash law (no free roaming pets); pens, kennels or runs for outdoor pets (using wildlife-friendly fencing); no bee hives; and no livestock. A public dog park is to be established as part of the PUD, and the HOA will educate residents on how pets can impact wildlife, and encourage use of the dog park. CPW supports these mitigation measures to reduce impacts to wildlife.

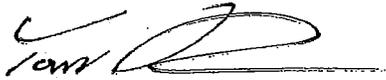
The applicant has provided for wetland buffers which protect wetland areas which have high wildlife value because they serve as resting, nesting, feeding, and movement areas for many wildlife species. Wetlands are a vital component of the ecosystem, providing a natural filtration system to maintain water quality, retaining water during periods of drought, acting as a buffer to flooding during periods of high water, reducing erosion, and providing critical habitat for wildlife, particularly migratory birds. Summit County is dedicated to conserving and protecting wetlands and their functions. CPW recommends maintaining the maximum possible buffers around the wetlands for all development, including building sites, roads and trails, to reduce overall impacts. SMCR has done a very good job of following CPW's recommendations in the new draft PUD. CPW also supports the installation of educational signs and enforcement of leash requirements for pets throughout the subdivision (including open spaces, roads and trails) to educate residents and further protect the wetlands.

CPW remains concerned about the high density of residential units in the current proposal. While the SMCR property has historically endured some disturbance from agricultural activities, gravel extraction, and occasional traffic on the existing roads, the current proposed PUD would introduce significantly higher levels of disturbance to wildlife. Development of additional residential lots at this higher density, the infrastructure associated with a new subdivision, new road construction and maintenance, an increased number of pets in the subdivision, trail development and increased year-round human activity and recreational use of the SMCR property and surrounding national forest areas will contribute to the cumulative negative impacts to wildlife in the heavily recreated area of Silverthorne. Such development will degrade the existing habitat, and contribute to further fragmentation and displacement of wildlife that is highly valued by the community of Silverthorne and Summit County.

The 2014 WIMR addresses some of these issues through clustering, minimal building envelopes on each lot, bear-proof trash requirements, pet control and fencing specifications. CPW supports all of these as part of the homeowner/renter regulations to minimize negative impacts to wildlife, but also recommends reducing the total density of units if at all possible.

Colorado Parks and Wildlife (CPW) appreciates the opportunity to be actively involved throughout this planning process, and would be happy to further discuss these wildlife issues and recommendations with SMCR and the Town of Silverthorne. If you have any questions, please contact me at 970-485-2922.

Sincerely,



Tom Davies
District Wildlife Manager, Summit County

CC: Ron Velarde-Regional Manager (CPW)
Lyle Sidener-Area Wildlife Manager (CPW)
Elissa Knox - District Wildlife Manager (CPW)
Kirk Oldham- Wildlife Biologist (CPW)
Michelle Cowardin- Wildlife Biologist (CPW)

COLORADO GEOLOGICAL SURVEY

1500 Illinois St.
Golden, Colorado 80401
(303) 384-2655



July 7, 2014

Karen Berry
Acting State Geologist

Matt Gennett
Planning Department
Town of Silverthorne
601 Center Circle
Silverthorne, CO 80498

Location:
Sections 22, 23, 26 and 27 ;
T4S, R78W of the 6th P.M.

Subject: South Maryland Creek Ranch – PUD Major Amendment
Project No. PT2014-6; Town of Silverthorne, Summit County, CO; CGS Unique No. SU-14-0003

Dear Mr. Gennett:

Colorado Geological Survey has completed its site visit and review of the above-referenced South Maryland Creek Ranch PUD Major Amendment submittal. With this referral, I received PUD Planning Areas Exhibit B-1 (May 16, 2014), a Community Plan (Norris Design, May 8, 2014), and Final Engineering Geology and Geotechnical Recommendations (figures omitted, Wright Water Engineers, February 2008.) CGS has reviewed this site previously. Our most recent comments were presented in a letter dated September 11, 2008, and summarized the following action items required to address slope stability concerns:

1. "The 1.5 Factor of Safety setback line (fully dimensioned) and a note that no disturbance will occur within the setback will be included on the plat. It would be helpful to note that the line denotes a geologic hazard, so that the future property owners and Town staff are aware of the purpose of the setback." **It is not clear from the lot layout shown on the Community Plan that the 1.5 factor of safety steep slope setback has been correctly incorporated into the current development plans.**
 - The applicant or the applicant's engineer needs to show the currently proposed planning areas and lot layout as fully dimensioned figures relative to WWE's "Building Setback from Steep Slope Required for Minimum Factor of Safety =1.5" line, as shown on Sheet 1 of WWE's "South Maryland Creek Ranch Revised Slump Feature Locations" report, dated August 20, 2008.
 - No lots should be located on or below WWE's setback line.
2. "The Covenants will be revised to include the following:"
 - 2a) "Prohibit land disturbances in scarp and toe areas." **Again, it is not clear from the lot layout shown on the Community Plan that the current development plans avoid WWE's 2008 mapped slump features.**
 - CGS strongly recommends that the applicant provide updated mapping of landslide features (slumps, scarps, tension fractures, pressure ridges, toe bulges, seeps, etc.) to identify any additional slope movement-related features that have developed over the past six years.

- The applicant or the applicant's engineer needs to show the currently proposed planning areas and lot layout as fully dimensioned plans relative to relative to this updated mapping and WWE's mapped and inferred slump features, as shown on Sheet 1 of WWE's "South Maryland Creek Ranch Revised Slump Feature Locations" report, dated August 20, 2008.
 - Building envelopes must specifically exclude slope movement-related features and potential landslide scarp and toe areas.
- 2b) "Require that all final engineering, geotechnical, geologic reports, and referral agency review documents, are kept on record and are available for public inspection." **This requirement remains valid.**
- 2c) "Grading, slope stability analyses, soil and foundation investigations are required prior to land disturbances or issuance of building permits. As-built plans and engineering certifications shall be required prior to issuance of a certificate of occupancy or release of any permits. The town will enforce all engineering, geotechnical, drainage, utility, and geologic hazard related covenants. All such covenants cannot be changed by the homeowner's association without approval of the Town." **This requirement remains valid.**
3. "Construction and maintenance plans for underdrains, including cleanouts, daylight points, and easements shall be submitted." **This requirement remains valid. However, I have several additional questions and recommendations:**
- Has it been determined who will be responsible for inspection, maintenance, repairs, and costs associated with the underdrain system(s): the town, the HOA, or another entity? If responsibility is assigned to the HOA, who would be responsible for the system in the unlikely event that the HOA dissolves?
 - The underdrain system construction and maintenance plans must include an operations manual describing, at a minimum:
 - why the system was constructed and how it works,
 - an as-built map of the system, clearly indicating the location, relative to surface features, of every conduit, cleanout, collection and discharge/daylight point, easement, and all other components of the system,
 - clear instructions on how (and whom to call) to inspect, maintain and repair the system,
 - clear instructions on how to identify malfunctions, and whom to call in the event of malfunction or failure, and
 - clear instructions regarding how to estimate (and therefore levy assessments and budget for) expenses associated with inspection, maintenance and repairs of the system.
 - This document should be recorded with the plat, to ensure that thorough, accurate information about the underdrain system is available to the responsible entity (the town, water/sewer/stormwater district, HOA board and management company, or other party) in perpetuity.
4. "Updated scarp/toe/building envelope diagram shall be submitted." **See 2a) above.**
5. "Construction plans for lined detention ponds 7, 8, and 13, the location of which is shown on the February 19, 2008 Master Drainage Plan." **This requirement remains valid.**
6. "The geotechnical engineer and geologist will review all civil engineering plans at each phase of development (this may be a condition of approval)." **This requirement remains valid.**

Matt Gennett
July 7, 2014
Page 3 of 3

7. "The proposed community center next to Vendette Creek will be evaluated in subsequent phasing."
This requirement remains valid.

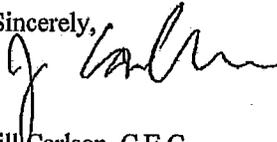
Water and sewer pipelines. I have serious concerns about the integrity of the water and sewer pipelines traversing this site. The Town and applicant should be aware that a broken water or sewer line will introduce significant water to the soils on this site, potentially causing a decrease in soil strength and stability, and triggering or accelerating slope movement. The water system should be charged very carefully, and monitored for water losses and any decrease in pressure that could indicate a broken pipeline.

Piezometer and inclinometer readings. It was CGS's understanding in 2008 that the existing piezometers and inclinometers would continue to be monitored. CGS would like to review updated piezometer and inclinometer readings, to help characterize slope movement activity, failure surface depth, water levels, etc.

If all of these items are adequately addressed, all engineering and geologic hazard recommendations are followed, and all mitigation measures are properly constructed and maintained, then the applicant has reasonably addressed the concerns expressed by CGS. It remains critical that the recommendations are followed and that highly qualified geotechnical engineers and geologists, with experience in slope stability concerns, remain actively involved with the project throughout all stages of development. As stated before, the development is located on a large landslide with continued risks of renewed slope movement. Developing such areas is not without continued risk.

Thank you for the opportunity to review and comment on this project. If you have questions, please call me at (303) 384-2643, or e-mail carlson@mines.edu.

Sincerely,



Jill Carlson, C.E.G.
Engineering Geologist



PLANNING DEPARTMENT

970-668-4200
fax 970-668-4225
Post Office Box 5660
0037 SCR 1005, Peak One Dr.
Frisco, Colorado 80443

July 7, 2014

Matt Gennett, AICP
Town of Silverthorne
Via email: mgennett@silverthorne.org

**RE: Referral Comments: Maryland Creek Ranch:
Proposed Major PUD Amendment/Comprehensive Plan Amendment**

Dear Matt:

Thank you for allowing Summit County to review and comment on the above listed development proposal to increase the density of the Maryland Creek Ranch PUD from 82 units to 240 units, and to amend related language in the Town of Silverthorne Comprehensive Plan.

Summit County would first like to clarify that the language used in the development proposal materials mistakenly describes the County Lower Blue Master Plan Rural Residential land use designation several times within the document. The Lower Blue Master Plan designates the properties located adjacent to the Maryland Creek Ranch within unincorporated Summit County as Rural Residential, which allows a **maximum** density of one unit per 20 acres, or one unit per 17.5 acres if subdivided through the County's Rural Land Use Subdivision Regulations. This is a substantial difference from the "maximum of one unit per 5 acres", which is inaccurately stated by the applicant. The Rural Residential designation is described on pages 12-13 of the 2010 Lower Blue Master Plan, which has been attached for your reference.

Density and Transition to the Rural Area of the Lower Blue Basin and the White River National Forest

The surrounding County properties are large acreage parcels intended for agricultural uses having a maximum density of one unit per 20 acres. The lands adjacent to the west of the Maryland Creek Ranch are US Forest Service lands, which then transition into the Eagle's Nest Wilderness. The proposed increase in density for the Maryland Creek Ranch site would result in a residential development of 0.58 units per acre (or 1 unit per 1.72 acres), directly abutting unincorporated County land with a maximum permitted density of one unit per 20 acres, and immediately adjacent to undeveloped public National Forest System lands. The proposed development plan shows that the residential units would be clustered on the south side of the property, with an open space area buffering the development from adjacent County land to the north. The County supports the applicant's proposal to cluster density but we respectfully comment that we do not feel the proposed density provides the type of gradual or feathered transition to the adjacent rural lands that is advised in the applicable County and Town master plans. While the densest County subdivisions in the vicinity are the South Forty Subdivision and the Sage Creek Canyon Subdivision, both zoned R-1 (one unit per acre), these subdivisions are located significantly closer to Highway 9 access and the Silverthorne core than the Maryland Creek Ranch site.

Wildlife Habitat

It is our understanding that this property contains some very high quality wildlife habitat. Specifically, the Colorado Parks and Wildlife (CPW) Colorado Hunting Atlas identifies the proposed project site as a moose concentration area and summer range for moose as well as summer range for mule deer. There may be additional wildlife resources within the project area, which can be identified by CPW, but do not appear in the Hunting Atlas because they are not big game species.

~~Overall, the County has concerns regarding the proposal to nearly triple the residential density,~~ adding 160 additional homes within an area with these important wildlife values. The additional 160 homes will likely create more impacts on the environment and create a need for substantially more infrastructure than the permitted 82 units. For these reasons, the County suggests that a reduction of the proposed density be considered, and recommends that the applicant consult with CPW (if not already doing so) in designing the new residential development, so it can be designed in a manner that is sensitive to wildlife, to the extent possible. Attached are the CPW recommendations for wildlife friendly fencing, for the applicant's reference. An inquiry to CPW should provide additional design/development recommendations to help further reduce impacts on wildlife.

Transferable Development Rights (TDRs)

As the Town knows, a TDR program for the Lower Blue Basin was adopted by the Board of County Commissioners (BOCC) in September 2007, and currently applies only to the unincorporated County lands within the Lower Blue Basin. It does not apply to lands located within the Town of Silverthorne. The TDR Program is a voluntary program or planning tool that provides a vehicle where the rights to develop in rural "sending areas" (i.e. primarily rural agricultural ranchlands) can be transferred to urban "receiving areas" that can more appropriately accommodate development. The key goals of the Lower Blue TDR Program, as identified by the Lower Blue TDR Committee are to:

- Preserve the existing character of the Lower Blue Basin, by preserving lands of high visual quality, environmentally sensitive lands, ranchlands, open space, and other important resources.
- Provide development rights to appropriate receiving areas that are capable of accommodating additional development.
- Provide a mechanism to monetarily compensate landowners who voluntarily participate in the TDR Program, thereby providing opportunities to preserve important resources in the Basin.

In 2006, the County and Town of Silverthorne began a collaborative planning effort to explore the possibility of developing a Joint TDR Program and Growth Management Plan for the three-mile area surrounding the town's boundary. At that time, the Town indicated that a shared vision for the Town's Three-Mile Planning Area, and consistent land use policies between the Town and County could be beneficial. Some of the specific reasons or issues cited for the Town's interest in pursuing a Joint TDR Program and Growth Management Plan included:

- There are concerns with the possible impacts to the Town and its services with development around the Town's borders (e.g., undesirable land uses, industrial zoning, and transferable density from the other locations in the Lower Blue Basin or County).
- The amount of unincorporated land area within the three-mile planning area is more than twice as large as the Town's incorporated land base/acreage. Build-out in the unincorporated areas could have impacts to the Town.

- The creation of new density, further annexation or commercial development north of Town is not a vision or goal of the TOS. In addition, Town policies do not support extending services to development outside of the Town's boundary (e.g., water/sewer).
- Transportation impacts (e.g., big trucks coming through Town) and large-scale commercial development outside of the Town's boundary are concerns. The County could possibly commit to restricting large-scale commercial activity on unincorporated lands in the Urban/Silverthorne Area.
- Strategies could be developed to 1) maintain the existing rural character of the northern gateway into the Town (separation and open space between communities), 2) extinguish density off of identified unincorporated parcels or 3) jointly purchase parcels important to maintaining/preserving key viewsheds or visual corridors.
- The Lower Blue TDR Program could be refined to focus on protecting a particular/specific resource down valley such as: valued scenic backdrops, large ranches or hillsides.
- The Lower Blue TDR Program could be developed to allow density to be transferred from the Town into the County (Urban/Silverthorne Area) or other basins.
- The Joint Sewer Authority's (JSA) capacity is a limiting factor to extend the Town's boundary and growth north/down valley. In addition to a lack of capacity, pump-back or lift-services would be needed to accommodate such expansion and would be costly.

The joint Town/County planning effort that was initiated in 2006 to develop a Joint Growth Management and TDR program did not come to fruition, but policies still remain in the Lower Blue Master Plan to revisit this effort, when and if the Town decides it would like to continue pursuing development of such a plan. Specifically, the Lower Blue Master Plan includes the following goal and policy related to pursuing a Joint TDR Program with the Town of Silverthorne:

Goal D. Continue to update the Lower Blue TDR Program regulations to further enhance the program's effectiveness or reflect changing conditions in the Basin.

Policy/Action 2. If the Town of Silverthorne decides to participate in the TDR program, then an Intergovernmental Agreement should be established, specifying agreed-upon rules relating to the transfer of density between jurisdictions.

Additionally, the Land Use Element of the Lower Blue Master Plan includes the following relevant policy:

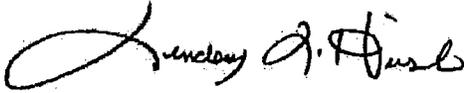
Policy/Action 3. The County and Town of Silverthorne should work cooperatively to develop intergovernmental agreements that establish the following:

- 3.1 A requirement that some portion of TDRs accompany all future annexations that include higher densities or more intense land uses than allowed in the Rural Area.
- 3.2 The designation by the Town of Silverthorne of an urban growth boundary and TDR receiving areas within the Urban/Silverthorne Area, clearly defining the areas where the Town plans future annexations and anticipates growth.

Accordingly, although TDRs are not currently applicable to development proposals within the Town's boundaries, if the Town of Silverthorne decides it would like to revive this joint planning effort, the County is interested in re-opening discussions on this topic with the Town.

Again, we thank you for the opportunity to review and comment on the proposed development application. Please feel free to contact me at 970-668-4206 or lindsayh@co.summit.co.us if you have any questions or would like to discuss any of these comments further.

Sincerely,

A handwritten signature in cursive script, appearing to read "Lindsay Hirsh".

Lindsay Hirsh
Summit County Planning Manager

cc: Jim Curnutte, Community Development Director
Kate Berg, Senior Planner, Summit County



**Lake Dillon Fire
Protection
District**

401 Blue River
Parkway,
Silverthorne, CO
80498

P.O. Box 4428
Dillon, CO 80435

Telephone:
970.513.4100
Fax:970.513.4150

**Fire Prevention
Division**

Telephone:
970.262.5201
Fax:970.262.5250

Inspection Line:
970.262.5215

Mr. Matt Gennett
Town of Silverthorne
Community Development
P.O. Box 1309
Silverthorne, CO 80498

June 13, 2014

Re: South Maryland Creek Ranch PUD Major Amendment Review.

Dear Mr. Gennett,

Thank you the opportunity to review and comment on the above proposed project again. The fire department has the following comments and concerns:

1. Exhibits C-4 and C-6 (typical public street plan and cross section) show travel lanes with a width of 24'. Exhibit C-5 (typical public street cross section) shows travel lanes with varying widths of 18' to 24'. Please have the developer clarify this small discrepancy regarding widths for public streets.
2. Reviewing Exhibit C-7, what are the inside and outside turning radiuses of the proposed cul-de-sac?

If you have any questions, please contact me at my office at (970) 262-5202. Thank you for your cooperation.

Sincerely,

Steven Skulski
Assistant Chief/Fire Marshal
Lake Dillon Fire District

PROJECT REFERRAL COMMENTS

RECEIVED

JUN 11 2014

Transmittal to Referral Agencies for Review Comments

To: Leslie McWhirter
From: Matt Gennett, AICP, Senior Planner
Re: PUD Major Amendment
Project: South Maryland Creek Ranch (PT2014-6)
Date sent: June 10th, 2014
Date due: July 7th, 2014

Dear Leslie,

Attached is a PUD Major Amendment application submittal for the South Maryland Creek Ranch development. Please provide your review comments before the deadline listed above.

Thank you.

Matt Gennett, AICP
mgennett@silverthorne.org

I have neither concerns nor comments.

I have the following concerns and comments.

6/23/2014

A wetland delineation report has been submitted to our office; the Corps has not yet verified the accuracy of the wetland delineation. An on-site meeting to review the flagged wetland boundaries and data is scheduled for July 30.

A permit is required under Section 404 of the Clean Water Act prior to discharging fill/dredge material into a water of the U.S.

I have concerns and comments, and have attached a letter detailing them.

Lesley McWhirter

Matt Gennett

From: Roussin - CDOT, Daniel <daniel.roussin@state.co.us>
Sent: Wednesday, June 18, 2014 10:54 AM
To: Matt Gennett
Cc: Jim Lenzotti; Joanna Hopkins
Subject: South Maryland Creek Ranch PUD Major Amendment
Attachments: TIS Outlines.pdf

Matt - Thank you for the opportunity to review the South Maryland Creek Ranch PUD Major Amendment on State Highway 9. This project will require an access permit for the project. CDOT, Town and the Development team will need to work on the final access location for the development. As it is shown today, this access will either need to line up with the access to the east or provide better access separation than the PUD shows.

I would recommend that the development team and the Town get together with CDOT to have a traffic study methodology discussion. The study will need to meet our standards per the Access Code. Here are the requirements.

If you have any additional questions, please let me know.

Dan Roussin
Permit Unit Manager
Traffic and Safety



P 970.683.6284 | F 970.683.6290
222 South 6th Street, Room 100, Grand Junction, CO 81501
daniel.roussin@state.co.us | www.coloradodot.info | www.cotrip.org



TO: Matt Gennett, Senior Planner
FROM: Dan Gietzen, Town Engineer
Bill Linfield, Public Works Director
DATE: July 1, 2014
SUBJ: South Maryland Creek Ranch PUD Major Amendment submittal dated May 16, 2014

Comments:

The new proposed density of 240 units now triples the previously approved density of 83 units making this a very different project than before and now much closer to other existing projects and roads in Town. As we consider tripling the existing density we should also revisit and discuss deviations from normal Town standards and policies and we should revisit problematic and/or unclear topics.

The following text lists and describes deviations from Town standards and other comments that should be discussed with the applicant and modified as necessary.

PUD document

Right-of-way use.

Public ROW and easements should be managed, controlled and used by the Town at the Towns discretion for its needs; it should not be controlled by HOA/DRC. Town should not have to get HOA/DRC permission for use of Town ROW. HOA/DRC should not have authority to dictate how ROW – with respect to both Town use and possible private improvements. Specific comments:

1. **Deviation re: improvements in ROW.** PUD defined "Related Road Improvements" and included roadway exhibits allow for a variety of private improvements/uses to be placed anywhere in the ROW beyond the edge of the road shoulder. Some of these items include private water features, landscaping, irrigation, walls, fencing, sculpture and decorative rock – among other items. These have the potential to limit use of ROW for necessary snow storage and underground utilities while creating obstructions, collision hazards and property damage for plows and inhibiting other Town uses, such as buried utilities.
2. **Missing insurance.** Sec 4.2(a), says that Road Related Improvements located within the Town ROW are to be maintained by the SMCR HOA but no liability insurance requirements/provisions nor Town indemnifications are discussed.
3. **Deviation.** Remove sections that say that Town must receive DRC approval for Town's use of its own ROWs and easements.

4. **Deviation from normal ROW useage.** PUD gives the HOA authority (without having to obtain Town approval) for using Town ROW for private improvements and other uses.
5. **Deviation from normal ROW usage and Streets standards.** "Road Related Improvements" include private improvements that are normally not allowed in ROW.
6. **Deviation from ROW standards.** Road ROWs for public roads should be either 60' wide or 50' wide with two, 5' snowstorage/utility easements on each side of the road. The two 5' easements are necessary, not optional, as described on the road exhibits.
7. **Comment on pedestrian path.** It is difficult to agree to path specifications, locations and criteria when the only detail is the PUD description, but we don't have plans showing measurable locations and other details.
8. **Question re: public vs private imporvements.** Please identify what is to be public and what is to be private for items discussed in sections 3.6, 3.7, 3.8, 3.9, 4.1, 4.2 and 4.3 and in each specific Planning Area.
9. **Comment re: fire turnarounds.** Sec 4.1. Hammerheads on private drives must be approved by the LDFA, not just 'meet their standards'.
10. **Deviation of road width standard.** Street exhibits propose lane widths for public roads to be as narrow as 9'. 12' lane widths are the normal standard. 9' lanes also proposed on private drives – up to 16 units are proposed on some of these. This seems too narrow.
11. **Deviation of max number of units on private / dead end streets.** Town Standards allow up to 8. PUD documents show up to 16 on some of the private drives.
12. **Deviation to normal street signage.** Sec 3.9(c) and Exhibit, Enhanced Signage. PUD describes and shows special, non-standard decorative signage. Additionally, PUD is silent maintenance, as needed, and replacement responsibilities (costs and procedures both). Enhanced Signage should be SMCRs for the life of the project, while such signage is being used. Town should approve of future changes, as well.
13. **Deviation to easement standards.** 35' Private Easements as shown on Exhibit C-3 for example is the minimum width allowed for an easement that has both water and sewer utilities only. It is not wide enough to accommodate shallow utilities while still ensuring adequate separation for water/sewer. The PUD doesn't show utility layouts, but if shallow utilities are proposed within these easements, then the private easements should be 50' wide, per Town standards.

14. **Question re: cul de sacs.** Exhibit C-7. Is the intent for the cul-de-sacs to be for one way traffic only? If 2-way is the intent, then 16' travel lane is too narrow.

15. **Landscaping and maintenance of cul de sac center areas.** Exhibit C-7. Landscaped Island is shown in the detail, but maintenance and irrigation of this is not covered in the PUD. Existing, similar islands in Town are maintained by the subdivision's HOA. It should be clarified as such here too.

Road and path lighting.

16 **Street lighting comment.** Xcel Energy provides and powers street lights throughout Town. Town doesn't control and thus can't commit to light specs such as bulb types, lumens, or pole details.

17 **Lighting needed for safety and at intersections.** Town will minimize lighting as much as possible, but if future light(s) are needed for safety reasons, then Town should be able to install at Town's discretion.

Other –

18 In Planning Area 1 Fig 2.3, what does “....edge of flowline pavement” mean as described Building Setbacks item 4?

19 **Addressing / emergency services needs.** How are private drives that are located off of other private drives to be signed and addressed?

20. 3.4 Man-Made Lakes and Ponds. Are there water right issues or questions that need to be addressed?

Amended and Restated Annexation Agreement – 11/28/07

- Exhibit D, Road Maintenance Services.

21 Text obligates developer to road maintenance for first 20 years, following acceptance by Town. Elsewhere in other documents a 2014 date is given. Which one is it? Length of maintenance by developer prior to Town maintenance date should be resolved.

22 We agree with the statement that 'maintenance will be at levels similar to the rest of Town.' We disagree with most everything that follows, such as commitments for:

- i. Plowing to 'bare pavement'. (Summit County roads are regularly snowpacked and ice glazed after weather events – even during plowing. A 'bare pavement' plowing standard is an impossible standard to achieve.)
- ii. Specific time deadlines to plow all streets by 8am and culs by noon. (SMCR project won't dictate Town's plowing schedule or prioritization.)

- iii. Additional plowback language, including clearing driveway berms. (We do not do plow private driveways, of which there are several hundred in Town. This is the homeowners responsibility.)
- iv. Snow removals to "suitable sites where melting snow can be treated as needed prior to being discharged into natural streams". (Where are these sites proposed? What is meant by "treating" melting snow?)
- v. Commitments that all streets will be 'pothole free'.
- vi. All other remaining statements are unnecessary as well.

In summary, we agree to the commitment to "maintenance a levels similar to the rest of Town", but not these other extreme requirements.

23 Geotechnical

Some prior geotech letters are included in the PUD binder, but not all other technical exhibits referenced as well as the other geotech studies performed. This appears to be some, but not all of the geotech info and background. What is the purpose of including this CGS letter with in with the PUD? Isn't geotech review a subdivision site plan related topic?

**APPLICATION BINDERS HAVE
BEEN DISTRIBUTED TO THE
TOWN COUNCIL**

February 10, 2015
Revised March 4, 2015

Mr. Dan Gietzen
Town of Silverthorne Engineer
601 Center Circle, P.O. Box 1309
Silverthorne, CO 80498

RE: Traffic Impact Memorandum
South Maryland Creek Ranch
Silverthorne, CO

Dan:

McDowell Engineering has prepared this Traffic Impact Memorandum for South Maryland Creek Ranch's proposed residential development. The March 4, 2015 revisions to the memorandum incorporate the Town of Silverthorne Planning Commission's input on the travel time analysis.

The South Maryland Creek Ranch project is anticipated to consist of 240 single family homes. The development will also include a 20-acre regional community park. The proposed South Maryland Creek Ranch site is located within the Town of Silverthorne limits and in Summit County along Highway 9.

State Highway 009D (Highway 9) is a two-lane highway with a posted speed limit of 55mph in the vicinity of the proposed project site. It is classified by the Colorado Department of Transportation (CDOT) as an access category R-A, regional highway.

The primary South Maryland Creek Ranch access to/from Highway 9 is proposed to be located 1,980 feet north of Ranch Road. This primary access has been shifted south from previous submittals by the applicant. A secondary access at the south end of the site connects with the Three Peaks development which provides access to Highway 9 via Game Trail Road and Ranch Road. Both the proposed primary South Maryland Creek Ranch access road and Ranch Road are/will be public streets. Section 3.8(3)(a) of the *State Highway Access Code (Access Code)* states that access spacing should be one-half mile for R-A highways. Locating the proposed access one-half mile north of Ranch Road is infeasible due to the location of the existing lake and proposed regional community park.

The purpose of this traffic memorandum is to address changes to the previous January 2014 analysis due to the revised primary access location. This memorandum will discuss the final infrastructure improvements recommended at each site access. In addition, this memorandum addresses CDOT Region 3's methodology revisions for calculating project trip generation.

When this project was originally analyzed and reviewed, Silverthorne was located in CDOT Region 1. However, as of July 2013, the Town of Silverthorne has been incorporated into CDOT Region 3. CDOT Region 3 will require a full Level 3 Transportation Impact Analysis as this project proceeds through the access entitlement process. A Level 3 Analysis will analyze the Level of Service impacts at the intersection of the proposed site access and Ranch Road.

Project Trip Generation

A trip generation analysis was prepared based upon the 9th Edition of ITE's *Trip Generation Manual*. This analysis assumes no transit, ridesharing, bicycle commuting, or telecommuting mode split adjustment. As such, it is a conservative estimate for vehicular trip generation.

The applicant is anticipating that 30% of the dwelling units will be occupied by full-time residents and 70% will be recreational second homes. The Town of Silverthorne's previous methodology used ITE's Single-Family Residential Home rate for the full-time residents and the reduced Single-Family Recreational Home rate for the second home estimates. This methodology is outlined in **Table 1 – Project Trip Generation (Allowing for 70% Second Homes.)**

However, CDOT Region 3 does not allow for the discounted second home rate to be applied during the traffic analysis. Therefore, a secondary analysis has been included that assumes that 100% of the homes are occupied by full-time residents. The results can be found in **Table 2 – Project Trip Generation (100% Full Time Residents.)**

As presented in **Table 1** and **Table 2**, the project is anticipated to generate between 1,399 and 2,442 vehicle trips per day for the 70% second homes and 100% full-time residents assumptions, respectively. Similarly, peak hour generation for South Maryland Creek Ranch is anticipated to range from 90 to 181 in the morning and 127 to 236 in the evening, dependent upon the analysis methodology.



PROJECT NUMBER: M1158
 PREPARED BY: KJS
 DATE: 02/10/15
 REVISED:

**Table 1 - Project Trip Generation
 (Allowing for 70% Second Homes)
 South Maryland Creek Ranch, Silverthorne
 Estimated Project-Generated Traffic¹**

| ITE Code | Units | AM Peak Hour Rate | PM Peak Hour Rate | Avg. Weekday Rate | Average Weekday Trips (vpd) | Morning Peak Hour | | Evening Peak Hour | | | | | |
|--|--------------------|----------------------|----------------------|-------------------------|-----------------------------------|-------------------|-------|-------------------|-------|---------|-------|-----|----|
| | | | | | | % Trips | Trips | % Trips | Trips | % Trips | Trips | | |
| (Allowing for 70% Second Homes) | | | | | | | | | | | | | |
| #210 Single Family Home | 72 dwelling units | Regression Equation | | | 777 | 25% | 15 | 75% | 45 | 63% | 50 | 37% | 29 |
| #260 Recreational Homes | 168 dwelling units | 0.16 | 0.26 | 3.16 | 531 | 67% | 18 | 33% | 9 | 41% | 18 | 59% | 26 |
| #417 Regional Park | 20 acres | 0.15 | 0.2 | 4.57 | 91 | 57% | 2 | 43% | 1 | 45% | 2 | 55% | 2 |
| | 240 | | | | 1,399 | | 35 | | 55 | | 70 | | 57 |

**Table 2 - Project Trip Generation
 (100% Full Time Residents)
 South Maryland Creek Ranch, Silverthorne
 Estimated Project-Generated Traffic¹**

| ITE Code | Units | AM Peak Hour Rate | PM Peak Hour Rate | Avg. Weekday Rate | Average Weekday Trips (vpd) | Morning Peak Hour | | Evening Peak Hour | | | | | |
|-----------------------------------|--------------------|----------------------|----------------------|-------------------------|-----------------------------------|-------------------|-------|-------------------|-------|---------|-------|-----|----|
| | | | | | | % Trips | Trips | % Trips | Trips | % Trips | Trips | | |
| (100% Full Time Residents) | | | | | | | | | | | | | |
| #210 Single Family Home | 240 dwelling units | Regression Equation | | | 2351 | 25% | 44 | 75% | 133 | 63% | 146 | 37% | 86 |
| #417 Regional Park | 20 acres | 0.15 | 0.2 | 4.57 | 91 | 57% | 2 | 43% | 1 | 45% | 2 | 55% | 2 |
| | 240 | | | | 2,442 | | 46 | | 135 | | 148 | | 88 |

¹ Values obtained from *Trip Generation, 9th Edition*, Institute of Transportation Engineers, 2012.

Directional Distribution

Trip Distribution is based upon where the proposed development traffic wants to travel and where in the site a parcel is located. The southern attractions in Silverthorne, such as the ski resorts, commercial centers, Interstate 70, etc. are assumed to draw 95% of the trips along Highway 9. Therefore, 5% of the site-generated traffic is anticipated to come from the north on Highway 9. Based upon the *ITE Trip Generation Manual*, 25% of the morning peak hour trips are inbound and 75% are outbound. During the evening peak hour, 63% of the trips are inbound and 37% are outbound.

Based upon the current site plan presented in **Figure 1**, it was assumed that 100% of all trips that begin or end within South Maryland Creek Ranch that want to travel to and from the north through the site will utilize South Maryland Creek Ranch's north access to Highway 9.

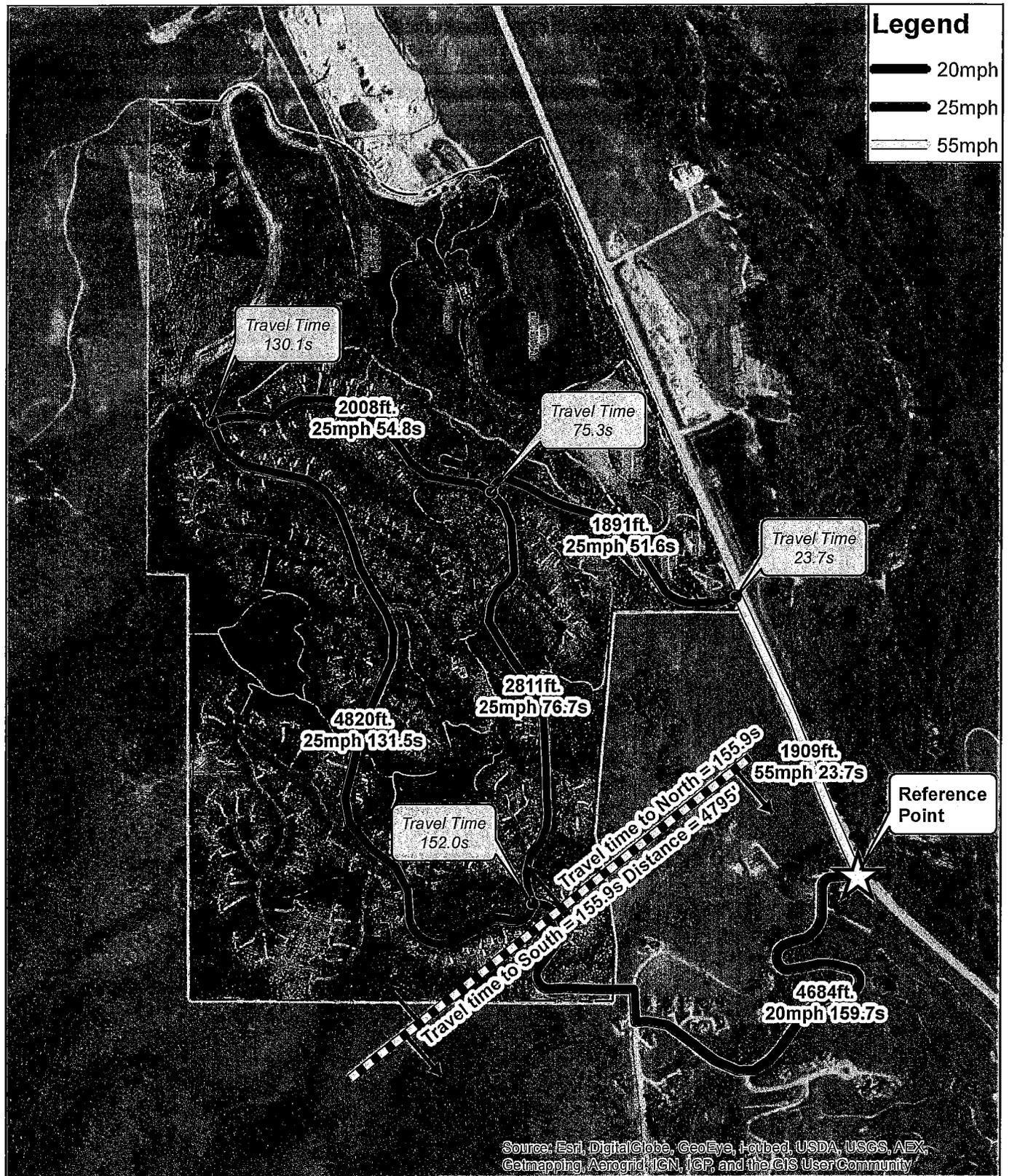
A travel time analysis was performed for the traffic desiring to access Highway 9 to the south. The demarcation of 155.9 seconds was determined based upon the roadway lengths, widths, switchbacks and corresponding free flow speeds. Each alternate route was measured to the reference point of Highway 9 at Ranch Road. Therefore, it is anticipated to take 155.9 seconds to travel from the demarcation line (111 feet south of the three-way intersection on the southeast corner of the site) to both the proposed primary site access to Highway 9 and the existing intersection of Ranch Road and Highway 9. There are seven homes located south of the travel time demarcation line that are likely to utilize Ranch Road to access Highway 9.

Based upon the travel time results, approximately 97% of all South Maryland Creek Ranch trips that want to travel to and from the south would access Highway 9 via the primary South Maryland Creek Ranch access. The remaining 3% would access Highway 9 via the Three Peaks development, Game Trail Road and Ranch Road to the south. The travel time analysis is depicted in **Figure 1**.

These assumptions and resulting trips by turn movement at the proposed Highway 9 access to South Maryland Creek Ranch is presented in **Table 3**.

Alternative Analysis: Based upon the Planning Commission's comments, a comparison analysis based on the 25mph posted speed on Game Trail Road was used for an alternative travel time analysis. The result was a travel time split at 139.9 seconds for the lower road and 194.7 seconds for the upper road. Based upon travel time results, approximately 35% of the trips (85 homes) travelling to and from the south would access Highway 9 via the Game Trail Road/Ranch Road access. The travel time analysis for this scenario is included in **Figure 2**.

Travel Time Field Study: Field data was collected as a comparison to the posted speed limit and estimated free flow speeds. The resulting average travel speed on Ranch Road and Game Trail Road was 20.8mph. Therefore, the alternative analysis using the 25mph posted speed on the southern access is a conservative estimation. Additional information on this analysis is included as an attachment to this memorandum.

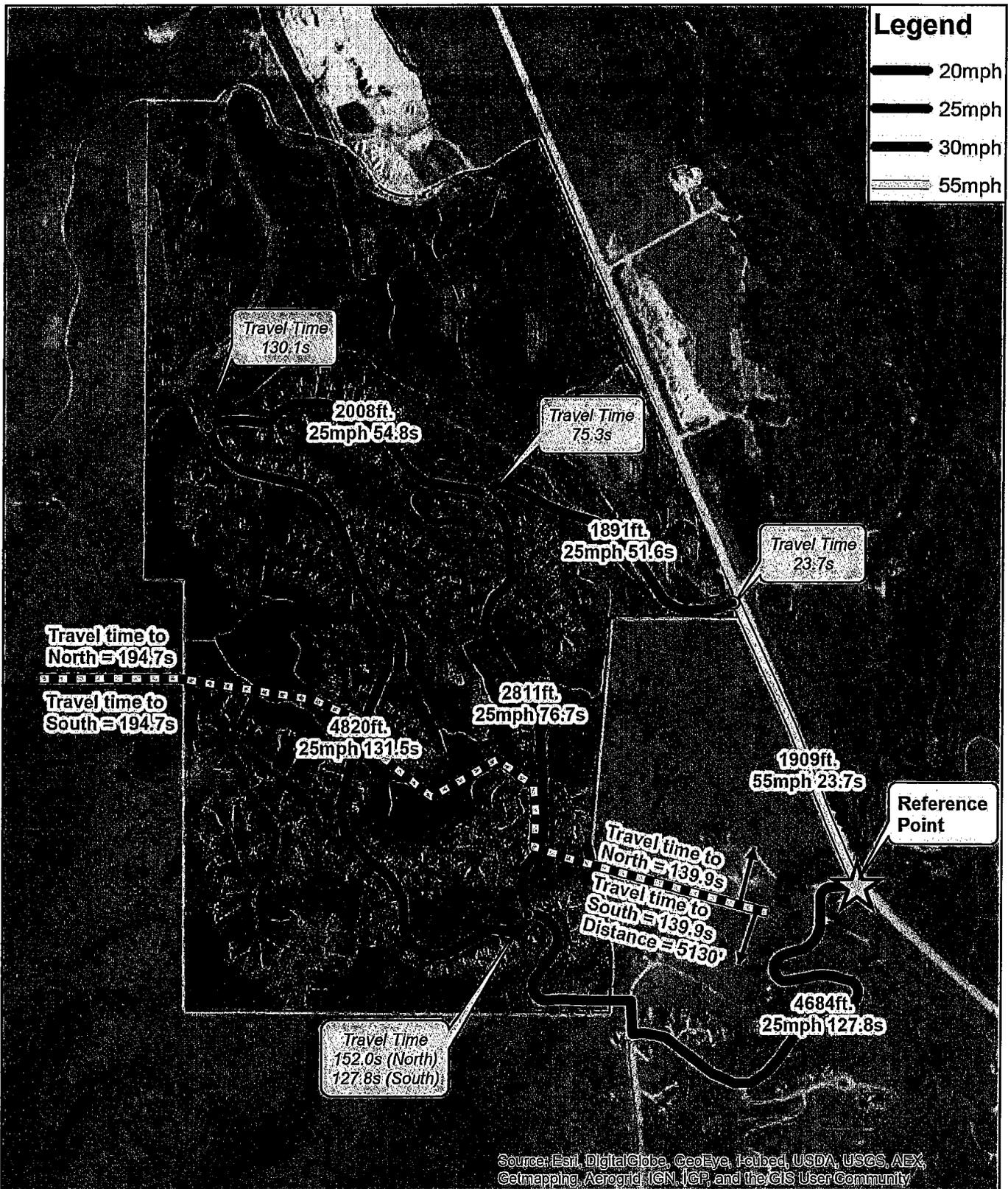


Travel Time Exhibit

South Maryland Creek
Ranch Traffic Analysis



Figure 1



Travel Time Exhibit

South Maryland Creek
Ranch Traffic Analysis

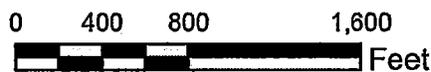


Figure 2

Traffic Assignment:

By applying the trip generation expected for this site to the estimated directional distribution, the resulting traffic assignment can be applied to the roadway network. **Table 3** depicts the new vehicle trips that are anticipated from the proposed 240 home development.

Table 3: Access Point Trip Distribution

| Direction AM/PM | Number of Trips AM/PM | Direction | Entry/Exit Access | Percent | Number of Trips AM/PM | Turn Movement at Highway 9 |
|--|-----------------------------|-------------------|----------------------|---------|-----------------------------|-------------------------------|
| (Allowing for 70% Second Homes) | | | | | | |
| Inbound | 35/70 | From South 95% | SMCR Primary | 97% | 34/68 | SMCR NBL |
| | | | Three Peaks | 3% | 1/2 | Ranch NBL |
| | | From North 5% | SMCR Primary | 100% | 2/4 | SMCR SBR |
| Outbound | 55/57 | To South 95% | SMCR Primary | 97% | 53/55 | SMCR EBR |
| | | | Three Peaks | 3% | 2/2 | Ranch EBR |
| | | To North 5% | SMCR Primary | 100% | 3/3 | SMCR EBL |
| (100% Full Time Residents) | | | | | | |
| Inbound | 46/148 | From South 95% | SMCR Primary | 97% | 44/143 | SMCR NBL |
| | | | Three Peaks | 3% | 2/5 | Ranch NBL |
| | | From North 5% | SMCR Primary | 100% | 3/8 | SMCR SBR |
| Outbound | 135/88 | To South 95% | SMCR Primary | 97% | 131/85 | SMCR EBR |
| | | | Three Peaks | 3% | 4/3 | Ranch EBR |
| | | To North 5% | SMCR Primary | 100% | 7/5 | SMCR EBL |

Alternative Analysis: Based upon the Planning Commission's comments, a comparison analysis based on the 25mph posted speed on Game Trail Road was used for an alternative travel time analysis. The resulting access point trip distribution is shown in Table 4.

Table 4: Access Point Trip Distribution (Based upon 25mph posted speed limit of Game Trail Road)

| Direction AM/PM | Number of Trips AM/PM | Direction | Entry/Exit Access | Percent | Number of Trips AM/PM | Turn Movement at Highway 9 |
|--|-----------------------|----------------|-------------------|---------|-----------------------|----------------------------|
| (Allowing for 70% Second Homes) | | | | | | |
| Inbound | 35/70 | From South 95% | SMCR Primary | 65% | 21/43 | SMCR NBL |
| | | | Three Peaks | 35% | 12/23 | Ranch NBL |
| | | From North 5% | SMCR Primary | 100% | 2/4 | SMCR SBR |
| Outbound | 55/57 | To South 95% | SMCR Primary | 65% | 34/35 | SMCR EBR |
| | | | Three Peaks | 35% | 18/19 | Ranch EBR |
| | | To North 5% | SMCR Primary | 100% | 3/3 | SMCR EBL |
| (100% Full Time Residents) | | | | | | |
| Inbound | 46/148 | From South 95% | SMCR Primary | 65% | 29/91 | SMCR NBL |
| | | | Three Peaks | 35% | 15/49 | Ranch NBL |
| | | From North 5% | SMCR Primary | 100% | 2/8 | SMCR SBR |
| Outbound | 135/88 | To South 95% | SMCR Primary | 65% | 83/54 | SMCR EBR |
| | | | Three Peaks | 35% | 45/29 | Ranch EBR |
| | | To North 5% | SMCR Primary | 100% | 7/5 | SMCR EBL |

Transportation Impact Analysis

State Highway Access Permits

The site's State Highway Access Permit accommodates only the current mining operation use. Per Section 2.6(3) of the *State Highway Access Code*⁵ (*Access Code*), a new access permit when there is a land use change and/or the driveway volume is anticipated to increase by more than twenty percent. Therefore, a new State Highway Access Permit will be required for the Primary site access.

The need for a revised State Highway Access Permit at the intersection of Highway 9 and Ranch Road can be determined upon traffic data collection at the access.

State Highway Turn Lane Analysis

CDOT's *Access Code* provides requirements for new access and development. Access location, operation, and design standards have to be met and designed appropriately to allow current traffic flow to be unimpeded. Acceleration and deceleration lanes are required when added project volumes are greater than the acceptable CDOT threshold. These maximum thresholds by movement are presented in Table 5.

Table 5: CDOT Auxiliary Acceleration/Deceleration Lane Requirements

| Turn Movement at Highway 9 | Threshold (vph) | AM/PM Peak Hour Volumes (vph) | Auxiliary Lane Warranted | Description |
|--|-----------------|-------------------------------|--------------------------|--|
| (Allowing for 70% Second Homes) | | | | |
| SMCR NBL Inbound Deceleration Lane | >10 | 34/68 | YES | 378' decel + 60' storage + 222' transition taper = 660' |
| SMCR SBR Inbound Deceleration Lane | >25 | 2/4 | NO | N/A |
| SMCR EBR Outbound Acceleration Lane | > 50 | 53/55 | YES | 738' acceleration + 222' transition taper = 960' |
| Ranch Road NBL Inbound Deceleration Lane | >10 | Existing + 1/2 | Existing | Ex.: 290' decel/storage + 250' transition taper = 540' Existing traffic counts required prior to determination. |
| Three Peaks SBR Inbound Deceleration Lane | >25 | Existing + 0/0 | No | Existing traffic counts required prior to determination. |
| Three Peaks EBR Outbound Acceleration Lane | > 50 | Existing + 2/2 | No | Existing traffic counts required prior to determination. |
| (100% Full Time Residents) | | | | |
| SMCR NBL Inbound Deceleration Lane | >10 | 44/143 | YES | 378' decel + 145' storage + 222' transition taper = 745' |
| SMCR SBR Inbound Deceleration Lane | >25 | 3/8 | NO | N/A |
| SMCR EBR Outbound Acceleration Lane | > 50 | 131/85 | YES | 738' acceleration + 222' transition taper = 960' |
| Ranch Road NBL Inbound Deceleration Lane | >10 | Existing + 1/2 | Existing | Ex.: 290' decel/storage + 250' transition taper = 540' Existing traffic counts required prior to determination. |
| Three Peaks SBR Inbound Deceleration Lane | >25 | Existing + 0/0 | No | Existing traffic counts required prior to determination. |
| Three Peaks EBR Outbound Acceleration Lane | > 50 | Existing + 2/2 | No | Existing traffic counts required prior to determination. |

Based upon the calculated traffic assignment in Table 5, the proposed development traffic forecasts warrant the construction of a northbound left deceleration into the site and an eastbound right turn acceleration lane leaving the site.



Alternative Analysis: Based upon the Planning Commission's comments, a comparison analysis based on the 25mph posted speed on Game Trail Road was used for an alternative travel time analysis. The resulting CDOT auxiliary lane requirements are shown in **Table 6**.

**Table 6: CDOT Auxiliary Acceleration/Deceleration Lane Requirements
(Based upon 25mph posted speed limit of Game Trail Road)**

| Turn Movement at Highway 9 | Threshold (vph) | AM/PM Peak Hour Volumes (vph) | Auxiliary Lane Warranted | Description |
|--|-----------------|-------------------------------|--------------------------|--|
| (Allowing for 70% Second Homes) | | | | |
| SMCR NBL Inbound Deceleration Lane | >10 | 21/43 | YES | 378' decel + 45' storage + 222' transition taper = 645' |
| SMCR SBR Inbound Deceleration Lane | >25 | 2/4 | NO | N/A |
| SMCR EBR Outbound Acceleration Lane | > 50 | 34/35 | YES | 738' acceleration + 222' transition taper = 960' |
| Ranch Road NBL Inbound Deceleration Lane | >10 | Existing + 12/23 | Existing | Ex.: 290' decel/storage + 250' transition taper = 540' Existing traffic counts required prior to determination. |
| Three Peaks SBR Inbound Deceleration Lane | >25 | Existing + 0/0 | No | Existing traffic counts required prior to determination. |
| Three Peaks EBR Outbound Acceleration Lane | > 50 | Existing + 18/19 | No | Existing traffic counts required prior to determination. |
| (100% Full Time Residents) | | | | |
| SMCR NBL Inbound Deceleration Lane | >10 | 29/91 | YES | 378' decel + 90' storage + 222' transition taper = 725' |
| SMCR SBR Inbound Deceleration Lane | >25 | 2/8 | NO | N/A |
| SMCR EBR Outbound Acceleration Lane | > 50 | 83/54 | YES | 738' acceleration + 222' transition taper = 960' |
| Ranch Road NBL Inbound Deceleration Lane | >10 | Existing + 15/49 | Existing | Ex.: 290' decel/storage + 250' transition taper = 540' Existing traffic counts required prior to determination. |
| Three Peaks SBR Inbound Deceleration Lane | >25 | Existing + 0/0 | No | Existing traffic counts required prior to determination. |
| Three Peaks EBR Outbound Acceleration Lane | > 50 | Existing + 45/29 | No | Existing traffic counts required prior to determination. |

Based upon the calculated traffic assignment in **Table 6**, the proposed development traffic forecasts warrant the construction of a northbound left deceleration into the site and an eastbound right turn

acceleration lane leaving the site. Existing traffic counts at the SH 9 and Ranch Road intersection will be performed the first week of March, 2015. This data will be used to determine the auxiliary lane recommendations at the Ranch Road intersection.

Ranch Road Impacts

As indicated above, approximately 3% of the South Maryland Creek Ranch homes that will be travelling south on Highway 9 are anticipated to take access via the Three Peaks development. The seven dwelling units represent a minimal increase over the existing dwelling units within the Three Peaks development. Existing traffic counts at the intersection of Highway 9 and Ranch Road will be acquired to determine the actual forecasted percentage of traffic increase at this access. These counts are anticipated to take place the first week of March 2015.

Access Design and Sight Distance

The proposed access shall be constructed per Section 4 of the *Access Code*. The Town of Silverthorne's *Street Design Criteria* will also apply.

The proposed primary South Maryland Creek Ranch site access location and existing Ranch Road access have adequate sight distance in both directions that will exceed the 715' requirement in Table 4-2 of the *Access Code*.

Internal Travel Speeds

The internal South Maryland Creek Ranch roadway system is narrow at 24-feet. There are sufficient horizontal and vertical curves in the roadway system that will require drivers to maintain lower residential speeds.

Level of Service (LOS) Evaluation

Based on the CDOT *Online Transportation System (OTIS)* the 2013 Highway 9 Average Daily Traffic Volume adjacent to the South Maryland Creek Ranch Development is 5,800vpd. The morning and evening peak hour directional volumes for July 16, 2014 were forecasted at CDOT's 20-year growth factor of 1.35. The forecasted volumes were added to the project-generated traffic to perform a HCM Level of Service analysis on the Year 2035 total traffic at the proposed site access. The South Maryland Creek Ranch's primary Highway 9 access is anticipated to operate at an acceptable overall intersection LOS B through Year 2035.

Additional HCM analysis will be included in the final CDOT Level 3 Transportation Impact Study.

Summary and Recommendations

The South Maryland Creek Ranch project is anticipated to consist of 240 single family homes and a 20-acre regional community park. The proposed primary site access location on Highway 9 has been shifted south from previous project submittals. This traffic memorandum addresses the changes caused by the access relocation.

Two trip generation methodologies have been analyzed with this memorandum. The first uses the Town of Silverthorne's previous method of accounting for a reduced trip generation rate for second home owners. The project is anticipated to be comprised of 30% full time residents and 70% second home owners. The second analysis uses CDOT Region 3's methodology, as Silverthorne has recently been incorporated into CDOT Region 3 from CDOT Region 1. Region 3's methodology does not allow for a trip reduction for second home owners. Therefore, it yields a more conservative estimate of traffic impacts.

The project is anticipated to generate between 1,399 and 2,442 vehicle trips per day for the 70% second homes and 100% full-time residents assumptions, respectively. Similarly, peak hour generation for South Maryland Creek Ranch is anticipated to range from 90 to 181 in the morning and 127 to 236 in the evening, dependent upon the analysis methodology.

A travel time analysis was performed for the traffic desiring to access Highway 9 to the south. The demarcation of 155.9 seconds was determined based upon the roadway lengths, widths, switchbacks and corresponding free flow speeds. There are seven homes located south of the travel time demarcation line that are likely to utilize Ranch Road to access Highway 9. Therefore, approximately 97% of all South Maryland Creek Ranch trips that want to travel to and from the south would access Highway 9 via the primary South Maryland Creek Ranch access. The remaining 3% would access Highway 9 through the Three Peaks development via Game Trail Road and Ranch Road to the south. This equates to an additional 8vph using the Ranch Road access during the evening peak hour.

Alternative Analysis: Based upon the Planning Commission's comments, a comparison analysis based on the 25mph posted speed on Game Trail Road was used for an alternative travel time analysis. The result was a travel time split at 139.9 seconds for the lower road and 194.7 seconds for the upper road. Based upon travel time results, approximately 35% of the trips (85 homes) travelling to and from the south would access Highway 9 via the Game Trail Road/Ranch Road access. The travel time analysis for this scenario is included in Figure 2.

Travel Time Field Study: Field data was collected as a comparison to the posted speed limit and estimated free flow speeds. The resulting average travel speed on Ranch Road and Game Trail Road was 20.8mph. Therefore, the alternative analysis using the 25mph posted speed on the southern access is a conservative estimation.

The site's anticipated traffic volumes will require the construction of a northbound left auxiliary deceleration lane into the site as well as an eastbound right acceleration lane out of the site. Details are listed in Table 5 of this memorandum. A CDOT State Highway Access Permit will be required at the primary South Maryland Creek Ranch site access. The intersection of Highway 9 and the primary South Maryland Creek Ranch access is anticipated to operate at an acceptable Level of Service B through Year 2035.

As part of the approval process, CDOT is requiring the submittal of a Level 3 Transportation Impact Study. This will include traffic data collection at the intersection of Highway 9 and Ranch Road as well as full HCM analysis of the surrounding roadway network. Dependent upon the outcome of the Level 3 study, a revised State Highway Access Permit may be required for the Ranch Road intersection as well.

Sincerely,
McDowell Engineering



Kari McDowell Schroeder, PE, PTOE
Traffic/Transportation Engineer

Enclosure:

Ranch Road and Game Trail Road Travel Time Field Study, McDowell Engineering, February 2015.

References:

- ¹ *OTIS Traffic Data.* Colorado Department of Transportation.
<http://apps.coloradodot.info/dataaccess/>
- ² *State Highway Access Code.* State of Colorado, 2002.
- ³ *Street Design Criteria.* Town of Silverthorne, December 2005.

Ranch Road and Game Trail Road Travel Time Field Study

A road segment travel time analysis was conducted on Thursday, February 19, 2015 to determine a reasonable free flow speed. The analysis was performed starting at 6:40pm. The site was dark, as sunset had occurred at approximately 5:50pm. The road is well lit, with light poles illuminating the roadway. Reflective delineators were installed on the road shoulders at standard spacing and defined the roadway edge. The temperature was 28°, the sky was clear, wind was calm, and there was no snow, ice or debris on the roadway. The road was plowed completely with snow stored approximately 2-3' off of the shoulder. The road has two switchback turns and in this region has consistent grades of approximately 6-7%.

The road was first driven for familiarity from the bottom to the top. Five trials were run. The entire length of the road, 4,684 ft., could not be driven due to the upper 1,269 ft. not being plowed. Therefore, only the bottom 3,415 ft. was used for the travel time analysis. This can be seen in Figure 1.

The test vehicle was a full size 4-wheel drive sport utility vehicle (SUV). The test driver was familiar with mountain roads, and has resided in and driven Colorado mountain roads for more than 20 years. The road was driven to determine the natural free flow rate of speed, independent of the posted speed limit. Maximum uphill speeds of 25mph were observed. Maximum downhill speeds of 30mph were reached before the driver applied the brakes. The driver observed speeds of 17-18mph on the switchbacks. The driver came to a complete stop at the two downhill stop signs. Table 3 has a summary of the five trials.

The resulting average travel time was 111.80 seconds, with a standard deviation of 1.09 seconds. For the bottom section, this correlates to a speed of 20.8 mph. The upper section has similar characteristics and will be paved in the future. Therefore the speed from the lower section can be applied to the upper section.

The overall travel time on the road is 153.3 seconds.

Figure 3 – Travel Time Field Study Area

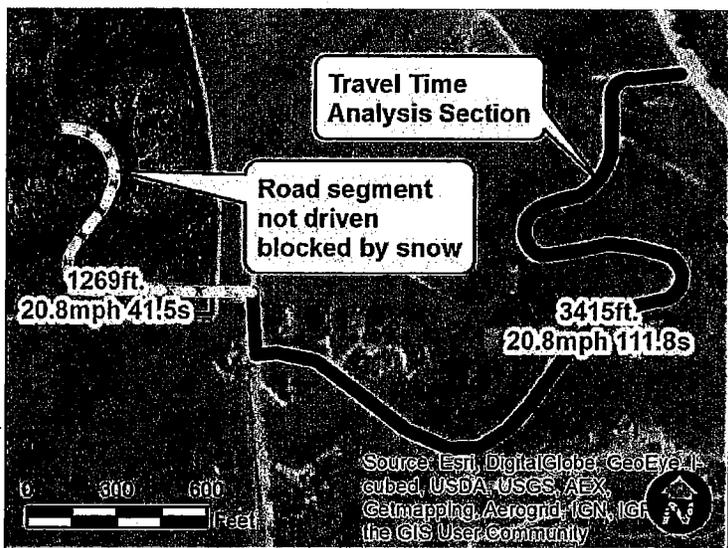
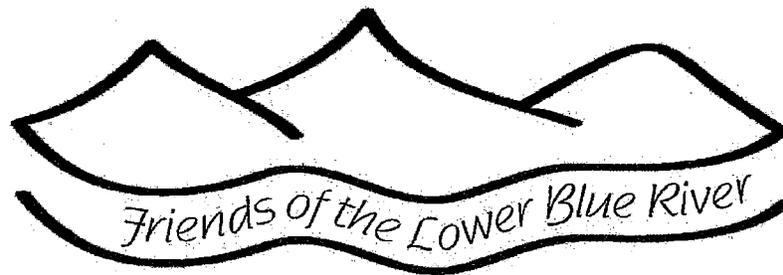


Table 3 – Travel Time Data

| Trial # | Direction | Distance (ft.) | Time (sec.) | Speed (mph) |
|-----------|-----------|----------------|-------------|-------------|
| 1 | Down | 3415 | 111.46 | 20.9 |
| 2 | Up | 3415 | 112.14 | 20.8 |
| 3 | Down | 3415 | 112.55 | 20.7 |
| 4 | Up | 3415 | 109.87 | 21.2 |
| 5 | Down | 3415 | 112.97 | 20.6 |
| Average | | | 111.80 | 20.8 |
| Std. Dev. | | | 1.09 | 0.2 |



3/1/2015

FOLBR Policy Regarding the Density of the New South Maryland Creek Proposal

- 1) FOLBR does not want to see any more development in the Lower Blue Valley. The organization is dedicated to doing everything reasonable to avoid it.
- 2) Some development may be inevitable, despite our wishes. In that case, 1 unit per 20 acres should be the maximum allowed density. Clustering should be encouraged in such a development.
- 3) FOLBR supports the original plan for 83 homes on 416 acres in South Maryland Creek (which is 4 times the density of 1 on 20). This land is now annexed to the Town of Silverthorne, and that is rather low density for a town (1 unit per 5 acres). Such a density would serve as a transition zone between urban Silverthorne and the rural Lower Blue Valley.
- 4) FOLBR is strongly opposed to the newly proposed South Maryland Creek density of 240 units on 416 acres. This would be 3 times the original density proposal, equaling 1 unit per 1.73 acres. This figure, however considers the entire area of the development. If one subtracts the 60% open space (much of which is park and lake next to the highway), the density of the remaining 166 acres of residential area is quite high, 1 unit on about 2/3 of an acre. As another way to look at it, the new plan calls for almost twice as many bedrooms, 944, as opposed to 498 in the original plan.
- 5) FOLBR acknowledges that the Maryland Creek planning team has made a good effort to protect views from the highway, to bury electrical and phone lines, to provide open space, to protect wildlife and wetlands, to provide a public park and trail access to the National Forest, to optimize vehicle access from Highway 9, and to minimize traffic problems. Nonetheless, FOLBR remains concerned about the effect of such high density on views from the highway, traffic, and wildlife, among other issues. Most importantly, FOLBR is very concerned about the loss of the transition zone from high-density urban to low-density rural. FOLBR fears that such high density in that gateway location will open the door for future annexation and high-density development north, down the Blue River Valley.

**SILVERTHORNE TOWN COUNCIL
Meeting Minutes
Wednesday, March 11, 2015**

PUBLIC HEARINGS PORTION ONLY (complete minutes are available at Town Hall or online)

South Maryland Creek Ranch, Major Amendment to the existing Planned Unit Development (PUD)

Public Hearing opened.

Mire reviewed a previous discussion from the December 10, 2014, Town Council meeting where Council person Long brought up a possible conflict of interest with the South Maryland Creek Ranch work session item. Her son-in-law, Shawn, works for a contractor that is building a home for Tom Everest, the owner of the SMCR.

Motion from 12-10-14

SANDQUIST MOVED DECLARE NO CONFLICT OF INTEREST AND FOR LONG TO CONTINUE TO PARTICIPATE IN SOUTH MARYLAND CREEK RANCH PROJECT. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL PRESENT. (LONG ABSTAINED).

Council did not feel that there is a current conflict of interest but asked to be kept in the loop if anything changes in the future.

Mire reviewed Home Rule Charter, Section 3.9, Conflict of Interest states, only the Council as a whole can vote on whether a Council member has a conflict under Charter 3.9. The Council determines if there is a substantial personal or financial interest or not. The affected Council member does not vote on the question of whether a conflict exists.

Mire disclosed that the Town received a letter from Friends of the Lower Blue that is included in the Town Council packet.

Richardson disclosed that his wife is Executive Director of Friends of the Lower Blue; she is not involved in policy making and works at the convenience of the board. He also disclosed that he is the Manager of Eagles Nest HOA, a hands on manager. He does not establish policy or make decisions for the organization. This project was reviewed by the HOA but he has only looked at the project as a Councilmember.

Butler asked Richardson if he could listen to the testimony of the applicant and offer a fair and impartial judgement.

Richardson stated yes.

SANDQUIST MOVED DECLARE NO CONFLICT OF INTEREST AND FOR RICHARDSON TO CONTINUE TO PARTICIPATE IN SOUTH MARYLAND CREEK RANCH PROJECT. MOTION SECONDED. MOTION PASSED UNANIMOUSLY BY COUNCIL PRESENT. (RICHARDSON ABSTAINED)

Matt Gennett, Planning Manager presented the Applicant, South Maryland Creek Ranch's request for approval of a Major Amendment to the PUD, with an increase in density from 83 to 240 residential dwelling units on 416 acres. He reviewed the agreements in place, Comprehensive Plan, Chapter 4 of the Town Of Silverthorne Town Code, PUD Exhibits and

Conditions of Approval. He reviewed his staff report and recommended approval with Staff's conditions.

The applicant, represented by Tom Everist from Everist Materials, presented the PUD Amendment. Mr. Everist introduced the other members of his team: Greg Norwick, Joanna Hopkins, Paul Books, Elena Scott, and Steve West.

Joanne Hopkins presented a PowerPoint presentation on the project, Vision, Outreach Efforts, Community Profile, Commitment to Silverthorne, Impact Analysis, Town and Regional Context, Elena Scott, Norris Design, continued with the Town and Regional Context, Vicinity, Comprehensive Plan, Town & County Transition, Town Density Map, Transition Zones 1-4, Community Plan, As-built utilities & bridges, Illustrative Planning Area Map and 3D Photosimulations.

Hopkins reviewed the Construction Traffic, Traffic Patterns, Wetlands, Wildlife, Public Park Plan, and Public Trails Plan,

Scott presented and incorporated site history, community center, trail identification, utilizing nature and the POST plan

Everist acknowledged that traffic issues are a big concern and he offered to review the study with anyone that has questions.

COUNCIL QUESTIONS:

Richardson asked about Game Trail Road, how do you stop local tradesman from driving on Game Trail Road?

Everist stated he will put it in their contracts of employment that they are to exit from South Maryland Creek. It will also be included in the lot sale agreements that tradesman and construction traffic are to exit from South Maryland Creek.

Butler asked about the building timeline and what products they would start with.

Everist hopes to sell lots this summer, fall construction, and occupancy by next summer, all depending on the approval process. They hope to build twenty to twenty-five homes a year, over a ten year period

Hopkins stated Phase 1 includes a few of each of the lot products available. The footprint lots are 1500-2200 square feet, they are no maintenance homes where the homeowner owns the unit and land, but they don't have to maintain the unit. There is 2500-3500 square foot, four bedroom units available and a handful estate lots that can be designed and build to suit.

Long knows that Mr. Everist has run a very successful asphalt business, but what do you know about building twenty-five homes a year. Do you have staff that has experience doing this? The Town hasn't seen a development like this in years.

Hopkins stated they have hired Brett Barrett, a thirty year resident of Summit County and the building community. He has maintained relationships within the County over the years. He designates work front end to back end, not house to house. He has a solid plan to build with local contractors.

Everist stated they have extensive experience in horizontal building, road and sewer, etc. They have a sister company that built Stapleton. Vertical construction is a very detailed process between the homeowner and builder. They plan on using local contractors and suppliers. In the sales process, the builder is involved with the customer so that there is trust from construction to occupation.

Sandquist asked how long is the contract with Mr. Barrett, since he has retired once, what is his commitment to this project?

Everist stated he has had those conversations with Barrett and he is comfortable with his long term commitment to this project.

Norwick was the one who reached out to Mr. Barrett since he has built high quality homes in Summit County for 28 years. He is very excited about the quality of the project. His only hesitation was becoming an employee of SMCR, he has been a business owner for so long.

Richardson asked about the future of the sand and gravel acres.

Everist reviewed the property to the north; it is six hundred and forty acres. They will probably finish the gravel extraction, in ten years. It is currently zoned industrial commercial. The gravel pit is one and a half miles from SMCR. There are twenty-two acres that could be active longer than ten years.

Camp asked when you will market the estate lots.

Everist stated six estates lots will be offered in phase one.

PUBLIC COMMENT:

John Hillman, lives in Acorn Creek, President of HOA there and member and Friends of the Lower Blue River (FOLBR), as FOLBR's representative. They don't not want to see anymore development in the Lower Blue Valley. If there is to be development, it should be one unit per twenty acres. They support the original plan of eighty four homes. This land is now annexed to Town of Silverthorne which has low density for a town. There should be more of a density transition to the Lower Blue Valley. They are strongly opposed to the current proposal of two hundred and forty units.

Resident of Acorn Creek – President of HOA there and a board member of Friends of the Lower Blue River, we call it FOLBR. I'm here representing FOLBR. We have spent four hours in the last few days with the applicant in very thoughtful meetings, and we were very impressed in how careful their planning has been, and how much they're trying to do this project right. However, FOLBR does not want to see any more development at all in the Lower Blue. Some development may be inevitable, but should be limited to one unit on twenty acres and clustering may be encouraged, which would make it one unit in seventeen acres. FOLBR supports the original density of eighty-three units on four hundred sixteen acres, which is one unit per acres, which is low density for a Town. We feel that such density would serve as a transition zone between high density urban and the low density rural of the Lower Blue. FOLBR is strongly opposed to the newly proposed density of two hundred and forty units on the same acreage. This would be three times the original density proposal, equaling one unit per 1.73 acres. This figure considers the entire development. If you look at sixty percent being open space, but a lot of that is lake and a park and if you subtract that and look at just the density of the built area, the density is quite a bit greater, one unit on 2/3 of an acre. As another way to look at it, the new plan calls for twice as many bedrooms with 944 vs 498 in the original plan. FOLBR acknowledges that the SMCR team has made great efforts to protect views from the HWY, bury electrical lines, provide open space and wetlands, provide a public park, and optimize access to the national forest, and minimize traffic problems. Nonetheless, FOLBR remains concerned on effect of such density on views from the highway, traffic and wildlife, but most importantly about the loss of that transition zone from high density urban to low density rural. Such high density in that gateway location will open the door for future annexations and high density development down the valley. We don't want the Lower Blue valley to become another Roaring Fork Valley with development spreading up and down that valley. We may live ten miles out, but Silverthorne is our town as well. FOLBR is suggesting that one step that might mitigate our worries would be to guaranty that the development in the north will be no more than one unit per twenty acres. He is very pleased with the verbal commitment to a conservation easement on part of that property. We feel that if this could be

legally binding it would make us feel a lot better about this tripling of density in the current proposed project.

Johnny LeCoq, Board member of FOLBR, Lower Blue Planning Commissioner, Ranch owner on the Lower Blue, their ranch is under a conservation easement. He is ashamed that this project has been put forth to the Town. He helped revise the Lower Blue Master Plan and this flies in the face for the rural character that we value. A proposal of two hundred and forty two homes is gross neglect; the eighty three homes would have been a responsible development. It would have allowed a feathered transition zone to the Lower Blue. We need to look at what the residents of the State of Colorado want. He speaks for the State of Colorado and this impact to wildlife is significant. He questioned the process of being open, notification to Three Peaks and the Lower Blue, so many people do not know about this project. He only found out about this project in the last two weeks. He is ashamed.

Butler reminded the audience that there are to be no personal attacks and all comments are directed at Council

John Longhill, Ruby Ranch Road, Board Member of FOLBR, Lower Blue Planning Commission and resident since 2004, owns the Horse Sense Thrift Store, and is a landscape architect. There has been a lot of good input from the community despite the short time frame, unfortunately. Summit County is opposed to this project as outlined by Summit County's planner Lindsey Hirsh because it doesn't follow the Lower Blue Master Plan. There are huge implications to wildlife. He reviewed the Three Mile Plan. He is concerned with the creep to the north. Apparently the Council sees some benefit to this development to the north. He commented on the disconnect between this project and the goal of open space and rural residential. The hearing tonight is a good way to listen to public input. Silverthorne does not end at the Town limits. What happens here is important to all of us. He understands the Town needs people to support the retail, arts, etc.

Diane Smith, 430 Tanglewood Lane, stated the surrounding areas outside the Town are still part of Silverthorne. We need to be a good community member and neighbor to the environment and wildlife. She questioned if the applicant's slides show indicates what would be done anyway with the mining restoration. She does not support this project. She read The 4-Way Test of All Things We Think and Do.

Les Boeckel, 145 Two Cabins Drive, he supports the previous comments. He questioned the traffic on Golden Eagle Drive. He asked if Game Trail was designed to handle the increase in traffic that this new development is going to create. He doesn't believe that strong language in contracts will detour contractors from driving on the Three Peak Road. He would like to see a locked gate at Game Trail and have it used for emergency agencies only. Those residents, who bought at that end of Three Peaks, had certain expectations of the number of roofs that they would see through the trees. They're not seeing eighty three roofs; they're seeing two hundred and forty, and that's a big difference. The increase in density for the people that purchased on Game Trail is huge. Mr. Everist spoke of an enduring legacy, maybe there should be a conservation easement on the property to the north or maybe he should help build the Town Core. This board has the ability to really do something and he thinks this is a big mistake. He reviewed the revenue generated by the proposed development for Mr. Everist.

Walter Briny, lives in Pioneer Creek Ranch which is one unit for twenty acres per, he is not in favor in the project. If approved, he suggests that Mr. Everist build a firehouse on the north end of town.

Fred Niggeler, 500 Summit County Road 2450, supports the project. It is an inclusive neighborhood project and the Town would benefit from this community. The trend towards smaller homes is a step in the right direction.

Henry Barr, 0968 Lindstrom Road, stated he was a Silverthorne resident and sat on that side of the dais. He was here when Eagles Nest was annexed. Everist did a good presentation. He does not support the increase in density. He sells real estate and he tells prospective buyers that that South Maryland Creek Ranch will be eighty units and a transition zone to lower density. He has a problem with the increase the density, for no apparent reason other than economics. Over the years, every other development has had a decrease in density. How do we justify the increase in density to those we have asked to lower their density over the last twenty years? How do we justify the increase in density when you look at the Lower Blue Master Plan? Be consistent and show that Silverthorne's word means something. There are two things the Lower Blue does need, a new cell phone tower and a fire house that could be donated to the Town

Ken O'Bryan, O'Bryan Architects and ranch owner north of town. The density is too high, it is an urban design. There is no transition. Deny the project.

Scott Downen, Frisco and local developer, is in favor of the South Maryland Creek project. There is not enough real estate on the market that can serve lower income people. Silverthorne is still growing and there is a need for well thought out residential. Tom Everist has been a big part of the community for years and we should have confidence in his ability to build a quality project.

Leslie LeCoq, 235 Maryland Creek Trail, asked the South Maryland Creek team if they have shown everyone what the original density was supposed to look like. Comparing the maps of the eighty-three units and the two hundred and forty units helps you visualize the impact to the wildlife and the neighboring units. She summarized a four page letter from Summit County Planner, Lindsey Hirsh outlining their reasons for not supporting the project. She summarized a letter from Tom Davies, District Wildlife Manager outlining the negative impact to wildlife. She doesn't believe the traffic can be controlled over a ten year period of time. They should consider the decrease in property values for their neighbors. She has invested ten years of planning, building and creating her home. Now she must face a development of two hundred and forty homes and it is a disgrace. Town Council should take a closer look at this and delay a decision. How did South Maryland Creek's team amend two Master Plans? She pointed out that Summit County has made Mr. Everist a very wealthy man. She asked for Council to deny the project.

Jeff Brenino, Lake Dillon Fire Department, stated they have received several calls asking them to present information. He is not speaking for or against the project. The station in Silverthorne is not a staffed facility, only administrative offices. Fire responses for Silverthorne come from Dillon, with a ten to twenty minute response time. They own property north of town for a station but they don't have funding for the building. ISO classified this subdivision as a ten out of ten, for the distance and response time. It may be difficult for property owners to obtain insurance. The subdivision would be classified as a four if a new fire station would be built.

Jeff Lunceford, 781 Anemone Trail, spoke of the contribution made by the Everist family, building low income and energy star homes in Silverthorne. He appreciates their efforts in helping him and his wife obtain a home in Summit County.

Larry Lunceford, County Road 36, owner of Neils Lunceford, has been here since 1978 and has been able to build a business. He appreciates the Lower Blue coming out to comment. Growth creates problems, but it is also creates opportunities. Without good developers he would not be where he is now, nor would Summit County. He wishes that it could be like it was, but what is now is now. This development would be a benefit to the Town.

Robert Sweet, Rush Creek Ranch Manager for fourteen years, read a poem/story outlining his feelings of the proposed development. We should show proper respect to land, wildlife. He is opposed to the increase in density.

Nancy Howlett, Willowbrook, represents a handful of neighbors. She supports previous comments and asked Council to sleep on their decision. She asked Council not to be greedy. How does the Town benefit from the increase in density?

Daryll Propp, 27271 Hwy 9, expressed his concerns. He lives across the road from the proposed entry to the development. He has been in the real estate business in forty years. He lost half the value of his home over the last seven years. He expressed concerns about the traffic. The developer hasn't controlled area traffic so far. It took two years to get approval to build his house because of concerns about wildlife and he has restriction on pets for his home. What impact will this development have on the wildlife? He is opposed to the project.

Jim Donlon, 600 Pass Creek Road, at the Planning Commission meeting the Ox Bow owners stated they have approval for one hundred and thirty units. The two developments are contributing to urban sprawl with all of this development. What drew us to Summit County? Are we preserving this and the special character of the County or are we destroying it, one project at a time. When he came to the County, the Official Master Plan stated ten homes could be built on this property and then later one unit on twenty acres. There is a slow creep. The special character of Summit County is being ruined step by step. He asked Council to deny the application; we will have a better county with our character preserved.

Mark Rost, 285 High Park Court, complimented South Maryland Creek on their presentation. He is opposed to the development. He wants to hear the rational of approving this development from Council. Economics have changed, the state is booming. What motivates Council to approve this? He asked about property tax revenue to the Town. If you decide to approve this he requested playing fields. Who has access to the private lake? He feels Everist will do a good job, but he wants to less density.

Leo Causland, 311 Longs Road, co-ranch manager of Maryland Creek Ranch, reminded everyone that South Maryland Creek Ranch is still a working ranch. Everist is a good steward of the land and committed to keeping the ranch a working ranch. Tom Everist is a good steward of the land.

Eli Robertson, 446 Hamilton Creek Road, reviewed his history with the Town. He owns property in the Riverfront Mixed Use, which is zoned for 25 units per acre, but no one has ever built there because of the developments outside of Town. In 1980, he was on the Town Board and on the County Planning Board, and we had a real problem at the time, because subdividing was a national pastime. Everybody subdivided. By 1980 everything that exists today was in place. Every subdivision had already been created, including South Forty, Acorn, Spring Creek, Wildnerst, everything except for Maryland Creek. The Towns and County got together and worked very hard to try to solve the problem about what was going to happen with this valley. We were able to incorporate the wishes of the ranchers, some of the legends of this county, and other people who realized if we didn't do something, the valley would be lost and so would the value of everybody's land as it got messed up. Ranchers would never be able to subdivide their land because the guy next door had already done it, and there were too many humans. So as a result, we got together and stopped all the subdivisions. At that time, Maryland Creek was on the tap for a subdivision, and we said no. They applied for it many times and were continued to be turned down. Now, we have the need to increase the density. The density at the time was 1 in 20 as we went down the valley. The fear was not just about property values going down, but quality of life of everyone that thought that this valley had everything you needed. I've been coming to these meetings for the last 35 years, as other proponents of Maryland Creek came, and I fought against it, and it ended up

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happening anyway. One of the biggest fears we had was that the Town of Silverthorne would never become a Town because you were allowing the density to be built outside of Town. I've owned land across the way in the Riverfront Mixed Use district for 40 plus years. There's been only one development in that time. There are too many rules for RFMU so it's impossible to develop there. I'll give you an example, the first Mayor in this Town, he was my next door neighbor, and as people continue to add density outside of Town, people's properties in RFMU lost value. At one time he was offered a million dollars, and they talked to the Town and found they couldn't build what they wanted to. So the builders went somewhere else where it was easier. That's why there's only been one development in that area in forty years. More people lived in Silverthorne in 1980 in the Town Core than they do today. More people now live outside of town as land was annexed and then re-annexed. If we ever want this town to be something, you have to create a need and desire for development to be here, rather than creep down valley. I think they have put in a lot of effort and there is nothing that makes me think that these are anything but good people, but I would like you all to consider those of us that spent a tremendous amount of time trying to save that valley We don't deserve to have our development rights given away and given to a piece of property that was to be preserved for future generations.

Clint Condit, Rainbow Drive, has lived in Silverthorne since 1994 and he has seen a lot of changes in his neighborhood. He has concerns, public works has concerns. We need changes to this proposal; this is not a workable plan. Where are the people going to come from? Let's leave an open door and find some answers for a beautiful piece of property.

Marc Hogan, Baker Hogan Houx, there has been some good comments made tonight and he feels the Everist team will do a good job of incorporating them. What will be the benefit to the Town; it will be a neighborhood, not exclusive eighty-four lots that won't be occupied. The neighborhoods of Three Peaks and Eagles Nest developments have helped the Town. He urged approve with conditions.

Steve Shirpio, Pioneer Creek Ranch, the credibility of this process brings into doubt the undertakings that happen north of here. There was a PUD and now it's turned into this. He want to memorialize the intent to stop development farther north, it needs to stop.

Land LeCoq, 21 year old, grew up here. She has grown up here in the Lower Blue Valley. The rural community, views and wildlife mean the world to her. Approval of this project changes the land forever. She doesn't understand the benefits to Silverthorne. The wildlife will be impacted. She feels like this neighborhood will be an empty neighborhood. The proposed changes will change the gateway to the Lower Blue. Think clearly about forever changing it.

Ed Kaupas, Kaupas Water, has worked for the Everist Company and he thinks Everist is an honorable company. It will bring a lot of jobs and money to the County. Have they talked to CDOT about making it a four lane highway? He appreciates the time spent on this project.

Johnathan Knoff, lives ten miles to the north, bought their property in 2010 and have resided full time for two years. He owned property in Keystone for twenty-five years. He in no way questions Mr. Everist's plans or integrity. He wants to address the Council, this project has gone through a process, he wonders if there is a question of creditability in decision making, credibility in planning, credibility of this body, and credibly with the county. Take a step back and look at the decisions, take stock how you made those decisions in the first place. Do we need to make changes based on a whim or a good idea at the time? He wonders if Council needs to think about their credibility and integrity going forward.

Dale Montain, Elk Run Road, is concerned about the development of the intercity of Silverthorne. There is a lot of money on the table. Is it possible for the Everists to establish a fund to buy up properties in the intercity of Silverthorne so it can be developed?

Mike Smith, Tanglewood Lane, the Town Core is a vacant place at this time. South Maryland Creek had the first water rights written for the Blue River. He asked about water rights for the proposed development, was the infra-structure built for eighty three units, can it support two hundred and forty units? Can the wastewater treatment plant handle SMCR and Oxbow developments? Private lake, what does that mean? A dog park next to the highway, not a good idea.

Bernie Niberty, 2815 Hunters Knob, this increase in density will negatively impact where he lives. Is there a number between 84 and 240 that would work better? Maybe provide a broader appeal to the citizens of Silverthorne and the Lower Blue Valley.

Public hearing closed.

COUNCIL COMMENTS:

Sandquist stated she appreciates everyone showing up tonight. Whether Town resident or surrounding areas, she senses a lot of love and caring for the area. She has been curious to hear how the community feels about this project over the last year. There wasn't coverage of the project by Summit Daily news, until there was a change in reporters. She has been concerned that people haven't known about the project and addressed possible concerns. This is a community decision. What she hears tonight is that the community doesn't understand why the increase in density would be good for the Town and what the benefit would be. She would like to have the applicant ask for a continuance so there is more time to go back out into the community and talk to the neighbors and see what can be done to mitigate them. If she has to vote on the project tonight she would vote no.

Camp as they had a conversation prior to tonight, he has the same idea as Sandquist. He thinks it would be better to have a public meeting to air all concerns. Raise the comfort level of the residents.

Bird echoed Camp and Sandquist's feelings. There a lot of things that have to be ironed out. We need to control the sprawl, but we also need places for people to live. There is a way to have responsible development. We need a little more agreement.

Fowler thanked everyone for coming out tonight. Generally he would support a vote tonight; as Mr. Everist has done everything required of him. It makes sense to back down and have more community meetings to get things ironed out. Great developers are hard to come by, take a little more time to contemplate it.

Richardson is disappointed in the Planning Department. With an annexation, there is a long vetting process. There has been an increase in density many times. He looks at this like a Trojan Horse project. It's simple, everybody doesn't like the density. It is a simple yes or no vote. No vote tonight.

Long appreciates everyone coming tonight. She would have preferred to have the Action Item - Ordinance 2015-03, an Ordinance Amending Chapter 4, Article VI, Section 4-6-2-(h) Concerning the Design Districts moved to before this project. It is an important part of our Town. She is glad everyone got their brass rings, everyone deserves a pristine Town. She was one of 400 people living in here in the 1970's. She listened at several meetings about the proposed changes. This proposed project is a better fit for Silverthorne. She grew up on the South Maryland Creek Ranch. When SMCR came back in for the increase in density she in turn asked that there not be any development on the big mesa further north. Mr. Everist has made a lot of money, but he is a good business man and a good neighbor. They have won awards for the design, plan for the batch plan and environmental impacts. The money Mr. Everist has put on the table at the original submittal was very generous. The Town has used it wisely. Housing is a good driver for the economy. She has tried to pull down the doors at the tunnel, but it just hasn't happened. We can't stop the growth and people continue to come. Everyone

March 11, 2015

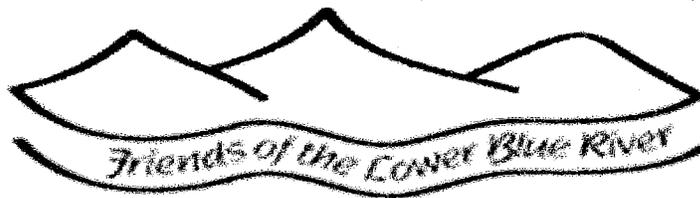
Page 8

loves being up here and we need people to come spend money, so we can collect sales tax to run this Town. She is proud of the fact that we don't have a property tax. Recently Council has been looking at affordable housing. There are currently only forty-four units available, and when those go on the market, they are only there for a short period of time. We need housing for families. If an applicant comes before Council with a project that meets the local zoning codes and regulations in place, the personal property rights need to be protected. She owns a business and property in Silverthorne. She owns property on the Lower Blue. If they choose to, they have approval from Summit County for one hundred and sixty eight units on their one hundred sixty eight acres. That will never happen in her life time. She supports this application; it's a good deal for Silverthorne. The density is only two percent bigger in the size of the houses.

Butler reminded everyone when Council receives notes, e-mails, and calls, the info is forwarded to staff and becomes part of the record. It is important to be good neighbors. Town Councils change and things change, that's life. He appreciates attendance and your comments. His neighbors work in trade, and they are part of this community too. Silverthorne still has the largest numbers of permanent residents and he is proud of that. He is proud that we don't have a property tax; it forces us to be careful with money. We don't have any long term debt, so we aren't over a barrel when things come through the door. The Town doesn't go out and solicit developments. We are looking for substantial businesses to locate in our core. We have spent a lot of time going through the commercial design district standards. Population and commercial development are symbolic. You must have a certain number of people to balance applications. The developer decides what they are going to propose. He encouraged a continuance. It would give the developer more time to engage the stakeholders and neighbors. He thinks it makes sense to put the northern piece of property in a conservation easement so it could not be developed. We need to talk to the fire department about getting a fire house out north. He supports more discussion.

CAMP MOVED TO CONTINUE SOUTH MARYLAND CREEK RANCH MAJOR (SMCR) PUD SO THAT THE DEVELOPER AND THE CITIZENS CAN COME TO A BETTER UNDERSTANDING OF WHAT THEY ARE BOTH LOOKING FOR, GOING FORWARD AND TO CONTINUE THE PUBLIC HEARING UNTIL WEDNESDAY MAY 27, 2015. MOTION SECONDED. MOTION PASSED BY COUNCIL. (RICHARDSON AND LONG NAY)

These minutes are only a summary of the proceedings of the meeting. They are not intended to be comprehensive or to include each statement, person speaking or to portray with complete accuracy. The most accurate record of the meeting is the videotape of the meeting, maintained in the office of the Town Clerk.



May 21, 2015

Dear Town of Silverthorne Mayor Council Memembrs,

Friends of the Lower Blue River (FOLBR) has submitted a petition signed by interested parties in opposition to the PUD density amendment submitted by South Maryland Creek Ranch for their residential development. Your copy has omitted the email addresses for the sake of privacy, but I have included the addresses to Ryan Hyland for legitimacy.

I also would urge you to look at the FOLBR website: www.folbr.org for information on the position FOLBR is taking on the density increase proposal and for information on our organization.

FOLBR sincerely requests that you take a careful look at how the Town and the Lower Blue River Valley should develop so that the Town and the Valley can remain a desirable place to live, work, prosper and enjoy.

Sincerely,

A handwritten signature in cursive script that reads "Marty Richardson".

Marty Richardson, Executive Director

FOLBR Board of Directors

| | | | | |
|----|----------|------------|----------------|--------------------------------|
| 31 | Kim | Alie | 5/3/2015 19:54 | South Maryland Creek Amendment |
| 30 | Kaley | Alie | 5/3/2015 18:46 | South Maryland Creek Amendment |
| 29 | Devin | Arnold | 5/3/2015 18:00 | South Maryland Creek Amendment |
| 28 | henry | barr | 5/3/2015 17:40 | South Maryland Creek Amendment |
| 27 | Leigh | Girvin | 5/3/2015 17:13 | South Maryland Creek Amendment |
| 26 | HELEN | BARKER | 5/3/2015 15:59 | South Maryland Creek Amendment |
| 25 | Douglas | Porrey | 5/3/2015 15:03 | South Maryland Creek Amendment |
| 24 | Heidi | Dickstein | 5/3/2015 14:36 | South Maryland Creek Amendment |
| 23 | Ross | Dickstein | 5/3/2015 14:35 | South Maryland Creek Amendment |
| 22 | Sarah | Arnold | 5/3/2015 14:17 | South Maryland Creek Amendment |
| 21 | Arlen | Meyers | 5/3/2015 14:14 | South Maryland Creek Amendment |
| 20 | Darci | Groves | 5/3/2015 13:58 | South Maryland Creek Amendment |
| 19 | laurie | hartman | 5/3/2015 12:57 | South Maryland Creek Amendment |
| 18 | chris | sullivan | 5/3/2015 12:56 | South Maryland Creek Amendment |
| 17 | Chris | Shelden | 5/3/2015 12:09 | South Maryland Creek Amendment |
| 16 | Jennifer | Le Coq | 5/3/2015 11:57 | South Maryland Creek Amendment |
| 15 | Nancy | Duplan | 5/3/2015 11:42 | South Maryland Creek Amendment |
| 14 | JoAnn | Arnold | 5/3/2015 11:33 | South Maryland Creek Amendment |
| 13 | Marty | Richardson | 5/3/2015 10:40 | South Maryland Creek Amendment |
| 12 | Leslie | Le Coq | 5/3/2015 10:19 | South Maryland Creek Amendment |
| 11 | Sher | Steuben | 5/3/2015 10:09 | South Maryland Creek Amendment |
| 10 | Barbara | Rapp | 5/3/2015 9:54 | South Maryland Creek Amendment |
| 9 | Michael | Rapp | 5/3/2015 9:06 | South Maryland Creek Amendment |
| 8 | JOHN | FIELDER | 5/3/2015 8:40 | South Maryland Creek Amendment |
| 7 | bill | betz | 5/3/2015 7:21 | South Maryland Creek Amendment |
| 6 | william | Heagney | 5/3/2015 7:02 | South Maryland Creek Amendment |
| 5 | Nancy | Heagney | 5/3/2015 6:40 | South Maryland Creek Amendment |
| 4 | susan | Le Coq | 5/2/2015 15:34 | South Maryland Creek Amendment |
| 3 | John | Le Coq | 5/2/2015 15:30 | South Maryland Creek Amendment |
| 2 | Samuel | Kirk | 5/2/2015 13:38 | South Maryland Creek Amendment |
| 1 | Gary | Grady | 5/2/2015 7:57 | South Maryland Creek Amendment |

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|----|--------------|-------------|----------------|--------------------------------|
| 65 | John | St John | 5/5/2015 13:13 | South Maryland Creek Amendment |
| 64 | Susan | Knopf | 5/5/2015 12:55 | South Maryland Creek Amendment |
| 63 | Tresea | Moses | 5/5/2015 12:52 | South Maryland Creek Amendment |
| 62 | Linda | St John | 5/5/2015 12:47 | South Maryland Creek Amendment |
| 61 | Lisa | Whatley | 5/5/2015 12:37 | South Maryland Creek Amendment |
| 60 | Madelyn | Chang | 5/5/2015 12:34 | South Maryland Creek Amendment |
| 59 | Audrey | Chang | 5/5/2015 12:33 | South Maryland Creek Amendment |
| 58 | Matthew | Chang | 5/5/2015 12:32 | South Maryland Creek Amendment |
| 57 | Lisa | Chang | 5/5/2015 12:32 | South Maryland Creek Amendment |
| 56 | Sue | Carver | 5/5/2015 10:50 | South Maryland Creek Amendment |
| 55 | Magda | Gach | 5/5/2015 10:42 | South Maryland Creek Amendment |
| 54 | Katherine | Ball | 5/5/2015 7:17 | South Maryland Creek Amendment |
| 53 | Tom | Castrigno | 5/4/2015 22:00 | South Maryland Creek Amendment |
| 52 | robert | girvin | 5/4/2015 17:28 | South Maryland Creek Amendment |
| 51 | Kent | Abernethy | 5/4/2015 14:48 | South Maryland Creek Amendment |
| 50 | Elena | Mastrangelo | 5/4/2015 12:58 | South Maryland Creek Amendment |
| 49 | Eleanor | Brown | 5/4/2015 12:40 | South Maryland Creek Amendment |
| 48 | Steve | Lipsher | 5/4/2015 12:30 | South Maryland Creek Amendment |
| 47 | Carole | Mccotter | 5/4/2015 11:54 | South Maryland Creek Amendment |
| 46 | matthew eric | lit | 5/4/2015 11:52 | South Maryland Creek Amendment |
| 45 | Randy | Hulett | 5/4/2015 11:41 | South Maryland Creek Amendment |
| 44 | Jim | McCotter | 5/4/2015 11:24 | South Maryland Creek Amendment |
| 43 | Ben | Kurtz | 5/4/2015 10:20 | South Maryland Creek Amendment |
| 42 | Will | Joseph | 5/4/2015 10:07 | South Maryland Creek Amendment |
| 41 | Charles | Kurtz | 5/4/2015 8:18 | South Maryland Creek Amendment |
| 40 | Robert | Sweet | 5/4/2015 8:07 | South Maryland Creek Amendment |
| 39 | Jacob | Browne | 5/4/2015 8:03 | South Maryland Creek Amendment |
| 38 | Sharon | Sweet | 5/4/2015 8:03 | South Maryland Creek Amendment |
| 37 | Scott | Mowrey | 5/4/2015 8:03 | South Maryland Creek Amendment |
| 36 | David | Hanna | 5/4/2015 7:31 | South Maryland Creek Amendment |
| 35 | EMILY | FOX | 5/4/2015 6:28 | South Maryland Creek Amendment |
| 34 | Sage | McCotter | 5/4/2015 3:22 | South Maryland Creek Amendment |
| 33 | Cosette | Patterson | 5/3/2015 21:08 | South Maryland Creek Amendment |
| 32 | Andrea | LeCoq | 5/3/2015 21:06 | South Maryland Creek Amendment |

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|----|-------------------|-----------|----------------|--------------------------------|
| 99 | Diane | Simcox | 5/6/2015 7:07 | South Maryland Creek Amendment |
| 98 | Maggie | Hillman | 5/6/2015 3:45 | South Maryland Creek Amendment |
| 97 | John | Hillman | 5/6/2015 3:42 | South Maryland Creek Amendment |
| 96 | Laureen | Madore | 5/5/2015 22:34 | South Maryland Creek Amendment |
| 95 | Gerald | Madore | 5/5/2015 22:33 | South Maryland Creek Amendment |
| 94 | George L | Moses | 5/5/2015 21:27 | South Maryland Creek Amendment |
| 93 | Maureen | Hyland | 5/5/2015 21:00 | South Maryland Creek Amendment |
| 92 | Anne | Hertel | 5/5/2015 19:09 | South Maryland Creek Amendment |
| 91 | Annie | Hertel | 5/5/2015 19:09 | South Maryland Creek Amendment |
| 90 | David | Yarian | 5/5/2015 18:55 | South Maryland Creek Amendment |
| 89 | Katie | Yarian | 5/5/2015 18:53 | South Maryland Creek Amendment |
| 88 | Sharon | Schultz | 5/5/2015 18:53 | South Maryland Creek Amendment |
| 87 | Jim | Schultz | 5/5/2015 18:52 | South Maryland Creek Amendment |
| 86 | Randall | Hertel | 5/5/2015 18:15 | South Maryland Creek Amendment |
| 85 | marti | colpitts | 5/5/2015 17:50 | South Maryland Creek Amendment |
| 84 | Ruth | Rankin | 5/5/2015 17:29 | South Maryland Creek Amendment |
| 83 | Leslie | Lawrence | 5/5/2015 17:23 | South Maryland Creek Amendment |
| 82 | Roger | Stork | 5/5/2015 16:48 | South Maryland Creek Amendment |
| 81 | Donna | Stork | 5/5/2015 16:47 | South Maryland Creek Amendment |
| 80 | Michael | Dambeck | 5/5/2015 16:45 | South Maryland Creek Amendment |
| 79 | Anthony | Cianflone | 5/5/2015 16:10 | South Maryland Creek Amendment |
| 78 | Marilyn | Servais | 5/5/2015 15:50 | South Maryland Creek Amendment |
| 77 | Paul | Servais | 5/5/2015 15:17 | South Maryland Creek Amendment |
| 76 | Steve | Greenwood | 5/5/2015 15:05 | South Maryland Creek Amendment |
| 75 | Mark and Jennifer | Peters | 5/5/2015 15:05 | South Maryland Creek Amendment |
| 74 | August | Geise | 5/5/2015 14:59 | South Maryland Creek Amendment |
| 73 | Susan | Greenwood | 5/5/2015 14:47 | South Maryland Creek Amendment |
| 72 | Joseph | Speelman | 5/5/2015 14:12 | South Maryland Creek Amendment |
| 71 | John | Champoux | 5/5/2015 13:58 | South Maryland Creek Amendment |
| 70 | Gayle | Neldert | 5/5/2015 13:46 | South Maryland Creek Amendment |
| 69 | Lori | O'Bryan | 5/5/2015 13:41 | South Maryland Creek Amendment |
| 68 | janice | mcintyre | 5/5/2015 13:34 | South Maryland Creek Amendment |
| 67 | Vicki | Dickerson | 5/5/2015 13:22 | South Maryland Creek Amendment |
| 66 | Matthew | Krane | 5/5/2015 13:17 | South Maryland Creek Amendment |

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|-----|----------------|---------------|-----------------|--------------------------------|
| 133 | Kate | Gary | 5/11/2015 8:22 | South Maryland Creek Amendment |
| 132 | Jeff | Leigh | 5/11/2015 8:19 | South Maryland Creek Amendment |
| 131 | Michael | Arnold | 5/10/2015 10:05 | South Maryland Creek Amendment |
| 130 | Brenda | Daniel | 5/10/2015 9:25 | South Maryland Creek Amendment |
| 129 | Jan | Leuthauser | 5/9/2015 15:00 | South Maryland Creek Amendment |
| 128 | Janet | Graham | 5/9/2015 14:50 | South Maryland Creek Amendment |
| 127 | Nicole | Maniatis | 5/9/2015 14:44 | South Maryland Creek Amendment |
| 126 | Chris | Arnold | 5/9/2015 9:01 | South Maryland Creek Amendment |
| 125 | Jarisse | sanborn | 5/8/2015 23:47 | South Maryland Creek Amendment |
| 124 | Jenner | Currier | 5/8/2015 10:54 | South Maryland Creek Amendment |
| 123 | william | sowers | 5/8/2015 9:20 | South Maryland Creek Amendment |
| 122 | Jane | Mueller | 5/8/2015 8:33 | South Maryland Creek Amendment |
| 121 | Robin | Kelly | 5/7/2015 20:38 | South Maryland Creek Amendment |
| 120 | Susan | Burgert-Abene | 5/7/2015 20:13 | South Maryland Creek Amendment |
| 119 | David L | Hodgson | 5/7/2015 15:31 | South Maryland Creek Amendment |
| 118 | Jennifer | riberdy | 5/7/2015 13:08 | South Maryland Creek Amendment |
| 117 | Hollie | Benkelman | 5/7/2015 13:01 | South Maryland Creek Amendment |
| 116 | Allen | Gordon | 5/7/2015 10:08 | South Maryland Creek Amendment |
| 115 | Cynthia | Gordon | 5/7/2015 8:48 | South Maryland Creek Amendment |
| 114 | James and Joan | Estelle | 5/6/2015 20:36 | South Maryland Creek Amendment |
| 113 | Sigrid | Rein | 5/6/2015 18:49 | South Maryland Creek Amendment |
| 112 | Brian | Miller | 5/6/2015 18:28 | South Maryland Creek Amendment |
| 111 | Christopher | O'Reilly | 5/6/2015 16:10 | South Maryland Creek Amendment |
| 110 | sue | shehan | 5/6/2015 15:38 | South Maryland Creek Amendment |
| 109 | Kevin | Hertel | 5/6/2015 14:28 | South Maryland Creek Amendment |
| 108 | Gwenn | Hertel | 5/6/2015 14:26 | South Maryland Creek Amendment |
| 107 | ROBERT | GOODMAN | 5/6/2015 14:01 | South Maryland Creek Amendment |
| 106 | Dillon | Sarrelli | 5/6/2015 11:55 | South Maryland Creek Amendment |
| 105 | Ben | Connors | 5/6/2015 11:49 | South Maryland Creek Amendment |
| 104 | Brandon | Chalk | 5/6/2015 11:27 | South Maryland Creek Amendment |
| 103 | Wolfgang | Rein | 5/6/2015 8:54 | South Maryland Creek Amendment |
| 102 | Mary-Margaret | Porrey | 5/6/2015 8:41 | South Maryland Creek Amendment |
| 101 | Raymond & Jan | Patschke | 5/6/2015 8:04 | South Maryland Creek Amendment |
| 100 | gerge | poptic | 5/6/2015 7:36 | South Maryland Creek Amendment |

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|-----|-----------|--------------|-----------------|--------------------------------|
| 167 | Mary L | Krablin | 5/17/2015 6:34 | South Maryland Creek Amendment |
| 166 | Steven | Krablin | 5/17/2015 5:40 | South Maryland Creek Amendment |
| 165 | Sally | Kaesemeyer | 5/16/2015 18:32 | South Maryland Creek Amendment |
| 164 | Lisa | Kendall | 5/16/2015 18:25 | South Maryland Creek Amendment |
| 163 | Sybil | Praski | 5/16/2015 14:46 | South Maryland Creek Amendment |
| 162 | Mary K. | Lips | 5/16/2015 13:56 | South Maryland Creek Amendment |
| 161 | Robert | Wlyer | 5/16/2015 13:40 | South Maryland Creek Amendment |
| 160 | Scott | Simcox | 5/16/2015 9:35 | South Maryland Creek Amendment |
| 159 | Gre | Bernard | 5/16/2015 9:32 | South Maryland Creek Amendment |
| 158 | Lisa | Bernard | 5/16/2015 9:31 | South Maryland Creek Amendment |
| 157 | Bob | Gerding | 5/16/2015 9:10 | South Maryland Creek Amendment |
| 156 | John | Laverty | 5/16/2015 9:01 | South Maryland Creek Amendment |
| 155 | Raymond | Petereit | 5/16/2015 7:47 | South Maryland Creek Amendment |
| 154 | Penelope | Francis | 5/16/2015 7:46 | South Maryland Creek Amendment |
| 153 | David | Kraemer | 5/13/2015 19:14 | South Maryland Creek Amendment |
| 152 | Paula | Kraemer | 5/13/2015 18:44 | South Maryland Creek Amendment |
| 151 | Kate | Lucks | 5/12/2015 16:22 | South Maryland Creek Amendment |
| 150 | Glenn | Amstutz | 5/12/2015 16:10 | South Maryland Creek Amendment |
| 149 | Pamela | Beardsley | 5/12/2015 13:25 | South Maryland Creek Amendment |
| 148 | Kevin | Mastin | 5/12/2015 7:49 | South Maryland Creek Amendment |
| 147 | Elizabeth | Barrett-Kirk | 5/11/2015 21:14 | South Maryland Creek Amendment |
| 146 | Joan | Betz | 5/11/2015 20:41 | South Maryland Creek Amendment |
| 145 | Candy | Stepan | 5/11/2015 16:02 | South Maryland Creek Amendment |
| 144 | John | Hrdlicka | 5/11/2015 15:31 | South Maryland Creek Amendment |
| 143 | Ann | Hill | 5/11/2015 14:08 | South Maryland Creek Amendment |
| 142 | Joan | bailey | 5/11/2015 12:20 | South Maryland Creek Amendment |
| 141 | PETER | DIGEL | 5/11/2015 11:31 | South Maryland Creek Amendment |
| 140 | Adele | Haynes | 5/11/2015 11:27 | South Maryland Creek Amendment |
| 139 | Myra | Isenhart | 5/11/2015 9:52 | South Maryland Creek Amendment |
| 138 | Pat | Foote | 5/11/2015 9:37 | South Maryland Creek Amendment |
| 137 | Mary | Amstutz | 5/11/2015 9:25 | South Maryland Creek Amendment |
| 136 | Megan | Schlegel | 5/11/2015 8:37 | South Maryland Creek Amendment |
| 135 | Frank | Isenhart | 5/11/2015 8:30 | South Maryland Creek Amendment |
| 134 | Sherri | Leigh | 5/11/2015 8:22 | South Maryland Creek Amendment |

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|-----|-------------|------------|-----------------|--------------------------------|
| 201 | Susanne | Muller | 5/18/2015 11:32 | South Maryland Creek Amendment |
| 200 | Roger | Haston | 5/18/2015 11:18 | South Maryland Creek Amendment |
| 199 | Mont | Levy | 5/18/2015 11:05 | South Maryland Creek Amendment |
| 198 | Ashley | Longhill | 5/18/2015 10:59 | South Maryland Creek Amendment |
| 197 | carolyn | kauffman | 5/18/2015 10:50 | South Maryland Creek Amendment |
| 196 | Rose | Longhill | 5/18/2015 10:33 | South Maryland Creek Amendment |
| 195 | John | Longhill | 5/18/2015 10:31 | South Maryland Creek Amendment |
| 194 | Raymond | Hedenberg | 5/18/2015 10:12 | South Maryland Creek Amendment |
| 193 | Warren | Avery | 5/18/2015 9:48 | South Maryland Creek Amendment |
| 192 | Diane | Pugh | 5/18/2015 9:46 | South Maryland Creek Amendment |
| 191 | donna | estes | 5/18/2015 9:39 | South Maryland Creek Amendment |
| 190 | Kevin | Peterreit | 5/18/2015 9:17 | South Maryland Creek Amendment |
| 189 | Terry | Peterreit | 5/18/2015 9:06 | South Maryland Creek Amendment |
| 188 | Lance | Little | 5/18/2015 9:00 | South Maryland Creek Amendment |
| 187 | Amanda | Poe Little | 5/18/2015 8:59 | South Maryland Creek Amendment |
| 186 | Anne | Poe | 5/18/2015 8:58 | South Maryland Creek Amendment |
| 185 | Adam | Poe | 5/18/2015 8:57 | South Maryland Creek Amendment |
| 184 | Christine | Egan | 5/18/2015 8:25 | South Maryland Creek Amendment |
| 183 | John | Donnelly | 5/18/2015 8:24 | South Maryland Creek Amendment |
| 182 | Howard | Carver | 5/18/2015 7:32 | South Maryland Creek Amendment |
| 181 | Brian | Edney | 5/18/2015 0:19 | South Maryland Creek Amendment |
| 180 | Sandra | Donlon | 5/17/2015 20:25 | South Maryland Creek Amendment |
| 179 | James | Donlon | 5/17/2015 20:24 | South Maryland Creek Amendment |
| 178 | Luisse | Bruno | 5/17/2015 16:03 | South Maryland Creek Amendment |
| 177 | Christopher | Schubert | 5/17/2015 12:27 | South Maryland Creek Amendment |
| 176 | William | Schubert | 5/17/2015 12:21 | South Maryland Creek Amendment |
| 175 | Gail | Schubert | 5/17/2015 12:20 | South Maryland Creek Amendment |
| 174 | Roger | Paluska | 5/17/2015 11:03 | South Maryland Creek Amendment |
| 173 | Jay | Gilson | 5/17/2015 10:59 | South Maryland Creek Amendment |
| 172 | Bob | Gilson | 5/17/2015 10:54 | South Maryland Creek Amendment |
| 171 | Lowell | Graves | 5/17/2015 8:50 | South Maryland Creek Amendment |
| 170 | Toni | Graves | 5/17/2015 8:12 | South Maryland Creek Amendment |
| 169 | Bill | Justice | 5/17/2015 6:49 | South Maryland Creek Amendment |
| 168 | Mary | Seidel | 5/17/2015 6:48 | South Maryland Creek Amendment |

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|-----|------------------|----------------|-----------------|--------------------------------|
| 235 | Donald and Signe | Ferguson | 5/18/2015 22:15 | South Maryland Creek Amendment |
| 234 | Jane | Peterson | 5/18/2015 22:05 | South Maryland Creek Amendment |
| 233 | Jon | Anderson | 5/18/2015 21:19 | South Maryland Creek Amendment |
| 232 | Tim | Kirk | 5/18/2015 20:28 | South Maryland Creek Amendment |
| 231 | Brenda | Whitehead | 5/18/2015 20:26 | South Maryland Creek Amendment |
| 230 | wendel | einholz | 5/18/2015 20:22 | South Maryland Creek Amendment |
| 229 | David John | Almond | 5/18/2015 19:24 | South Maryland Creek Amendment |
| 228 | Sara | Almond | 5/18/2015 19:23 | South Maryland Creek Amendment |
| 227 | Lynnda | Kull | 5/18/2015 18:05 | South Maryland Creek Amendment |
| 226 | Michael | Foster | 5/18/2015 17:53 | South Maryland Creek Amendment |
| 225 | Deborah | Myers | 5/18/2015 17:28 | South Maryland Creek Amendment |
| 224 | Peter | Grady | 5/18/2015 17:18 | South Maryland Creek Amendment |
| 223 | Margo | Hirschfeld | 5/18/2015 17:13 | South Maryland Creek Amendment |
| 222 | Michael | Magliocchetti | 5/18/2015 16:24 | South Maryland Creek Amendment |
| 221 | Shelton | Reichardt | 5/18/2015 16:09 | South Maryland Creek Amendment |
| 220 | robert | Julian | 5/18/2015 16:03 | South Maryland Creek Amendment |
| 219 | fiona | van reisen | 5/18/2015 15:58 | South Maryland Creek Amendment |
| 218 | Mark | Thomas | 5/18/2015 15:56 | South Maryland Creek Amendment |
| 217 | Jonathan | Rovick | 5/18/2015 15:33 | South Maryland Creek Amendment |
| 216 | Rebecca | Richmond | 5/18/2015 15:30 | South Maryland Creek Amendment |
| 215 | Tom | Kaesemeyer | 5/18/2015 15:29 | South Maryland Creek Amendment |
| 214 | Adam | Onasch | 5/18/2015 14:37 | South Maryland Creek Amendment |
| 213 | Kim | Long | 5/18/2015 14:36 | South Maryland Creek Amendment |
| 212 | Eric | Killins | 5/18/2015 14:32 | South Maryland Creek Amendment |
| 211 | Kristin | Day | 5/18/2015 14:31 | South Maryland Creek Amendment |
| 210 | Margaret | Dow | 5/18/2015 14:28 | South Maryland Creek Amendment |
| 209 | Sue | Avery | 5/18/2015 14:27 | South Maryland Creek Amendment |
| 208 | Richard | Dow | 5/18/2015 14:27 | South Maryland Creek Amendment |
| 207 | Odille | Lambelet Grady | 5/18/2015 14:24 | South Maryland Creek Amendment |
| 206 | Ingrid | tutwiler | 5/18/2015 13:26 | South Maryland Creek Amendment |
| 205 | David | Wingate | 5/18/2015 12:33 | South Maryland Creek Amendment |
| 204 | Cathi | Wingate | 5/18/2015 12:27 | South Maryland Creek Amendment |
| 203 | peter | rietz | 5/18/2015 11:59 | South Maryland Creek Amendment |
| 202 | kathleen | rietz | 5/18/2015 11:57 | South Maryland Creek Amendment |

| | First Name | Last Name | Date Signed | Petition Title |
|-----|-------------------|------------------|--------------------|--------------------------------|
| 268 | Michelle | huddleston | 5/21/2015 7:36 | South Maryland Creek Amendment |
| 267 | Kevin | McLane | 5/21/2015 7:22 | South Maryland Creek Amendment |
| 266 | Joseph & Penella | Di Prima | 5/21/2015 6:33 | South Maryland Creek Amendment |
| 265 | Mark | Rost | 5/21/2015 5:55 | South Maryland Creek Amendment |
| 264 | Glenn | Hoge | 5/21/2015 4:39 | South Maryland Creek Amendment |
| 263 | scott | willis | 5/21/2015 2:19 | South Maryland Creek Amendment |
| 262 | Jay | Mesinger | 5/21/2015 2:07 | South Maryland Creek Amendment |
| 261 | Christopher | Wrobel | 5/21/2015 1:00 | South Maryland Creek Amendment |
| 260 | Karen | Breen | 5/20/2015 21:46 | South Maryland Creek Amendment |
| 259 | Susan | Rost | 5/20/2015 21:43 | South Maryland Creek Amendment |
| 258 | Nancy | Spears | 5/20/2015 21:43 | South Maryland Creek Amendment |
| 257 | David | Johnstone | 5/20/2015 21:32 | South Maryland Creek Amendment |
| 256 | Joan | Davids | 5/20/2015 21:24 | South Maryland Creek Amendment |
| 255 | Phyllis | Johnstone | 5/20/2015 21:24 | South Maryland Creek Amendment |
| 254 | ann | brewster | 5/20/2015 20:52 | South Maryland Creek Amendment |
| 253 | Mark and Jennifer | Peters | 5/20/2015 20:38 | South Maryland Creek Amendment |
| 252 | Dennis | Neidert | 5/20/2015 20:23 | South Maryland Creek Amendment |
| 251 | Pam | Horstman | 5/20/2015 20:21 | South Maryland Creek Amendment |
| 250 | Ruchi | Brunvand | 5/20/2015 20:14 | South Maryland Creek Amendment |
| 249 | Dwight | Holton | 5/20/2015 13:08 | South Maryland Creek Amendment |
| 248 | Linda | Drake | 5/20/2015 9:46 | South Maryland Creek Amendment |
| 247 | Kathleen | stokes | 5/19/2015 17:14 | South Maryland Creek Amendment |
| 246 | Tom | Stokes | 5/19/2015 16:03 | South Maryland Creek Amendment |
| 245 | Linda | Lauch | 5/19/2015 14:53 | South Maryland Creek Amendment |
| 244 | Annelle | Sorkin | 5/19/2015 14:48 | South Maryland Creek Amendment |
| 243 | Sandy | Benner | 5/19/2015 14:19 | South Maryland Creek Amendment |
| 242 | Harlan | Sorkin | 5/19/2015 11:42 | South Maryland Creek Amendment |
| 241 | Tom and Cindy | Massaro | 5/19/2015 10:49 | South Maryland Creek Amendment |
| 240 | Stella | Mittelbach | 5/19/2015 10:48 | South Maryland Creek Amendment |
| 239 | Christine | Lips | 5/19/2015 9:06 | South Maryland Creek Amendment |
| 238 | David | Broadway | 5/19/2015 5:16 | South Maryland Creek Amendment |
| 237 | Richard | Mautz | 5/19/2015 0:02 | South Maryland Creek Amendment |
| 236 | Margaret | Smith | 5/18/2015 23:01 | South Maryland Creek Amendment |



Summit Capital LLC

May 21, 2015

Delivered by electronic mail

Mr. Mark Leidal, Assistant Town Manager mark.leidal@silverthorne.org
Mr. Matt Gennett, Planning Manager mgennett@silverthorne.org
Silverthorne Town Hall
601 Center Circle
Silverthorne, CO 80498

Re: PUD Amendment – South Maryland Creek Ranch Development

Dear Sirs:

Thank you for the opportunity to comment on the South Maryland Creek Ranch ("SMCR") project. I represent the owner of the Eagles' Nest Mountain Ranch, LLC property located at 28112 Highway 9, directly east of the SMCR property.

We have been working closely with Tom Everist's team over the past couple of months while reviewing their proposal for increased density on SMCR, as well as their intent for the remaining 640 acres of county lands to the north. We understand the new vision for the SMCR project and have received Mr. Everist's commitment to maintain the existing density on the county lands in perpetuity. Mr. Everist has also committed not to seek annexation of the county lands by the Town.

For all of the above reasons, Eagles Nest Mountain Ranch and its owners hereby state for the record their support for the South Maryland Creek Ranch PUD amendment as proposed.

We look forward to our continued relationship with the Everist family and South Maryland Creek Ranch.

Sincerely,

Eagles' Nest Mountain Ranch, LLC
William R. Gougér, Manager

{00034985}

Susan Schulman

From: Tad Maxwell <houston@wiatel.net>
Sent: Wednesday, May 20, 2015 11:57 AM
To: Susan Schulman
Subject: Maryland Creek Ranch

Hello Susan, Thank-you for your assistance. I have been a homebuilder in the Sioux city, Iowa area for over 20 years and worked hard to develop a very good reputation. We built 130 new homes over a 15 year period so I am aware of the very positive impact new development can have on a community. The majority of the homes we built came in a 2000 acre master planned development called Dakota Dunes. The most important component in a successful long term housing development is to have a developer with significant capital resources and patience. It appears to me that Tom Everist fits this essential component very well. The Silverthorne community should be thankful that he wants to undertake this venture and give him the latitude to proceed and succeed as he and his team deem appropriate within an ever changing marketplace. Tad Maxwell Timberlake Development LLC houston@wiatel.net

185 Easy Bend Trail (PO Box 469)
Silverthorne, CO 80498-0496
April 2, 2015

To: The Honorable Bruce Butler, Mayor of Silverthorne
Mayor Pro-Tem Ann-Marie Sandquist
Town Council Members: Jonathan Bird Russ Camp
Derrick Fowler Peggy Long
Stuart Richardson
Town Manager: Ryan Hyland
Asst. Town Manager: Mark Leidal
EDAC Chairperson: Edward O'Brien (via e-mail)

Re: Maryland Creek South development – one issue

As I was reading several write-ups on the Maryland Creek South changes being sought, I was having difficulty understanding if, and how, that would impact the sales of existing homes that don't seem to be selling well in our neighborhood for the past couple of years. When I tried to pursue that issue at the March 24th meeting between the Eagles Nest HOA and Tom Everist and his team, I was advised by the moderator that I was raising questions that Tom should not address, rather I should address my concern to the Town. It is for that reason I developed the attached analysis and I would like to thank you in advance for taking the time to review it.

I believe the issue raised is one which will exist regardless of the number of sites approved, the unit density per acre, traffic issues or wildlife issues. I am hoping you can agree to something similar to what I proposed since I know of no alternative that isn't too "flexible". If you would like I can develop a small program to do the proposed calculations, and build it so it can be rerun at any point in time conditions change enough to warrant it.

If you have any questions, I can be reached at 970.262.0140 (through April 7th), or at rbochan2@yahoo.com. I will be traveling for a good part of April and mid-May; if I receive an e-mail I can call back reasonably soon after I get it. I will have a cell phone with me when travelling: 303-888-4670.

Thank you,



Richard (Dick) Bochan

Attachments:

- "One Maryland Creek Development Issue" Document
- Attachment A – Home Sales and Listing Summary
- Attachment B – Data from Chuck Leathers Real Estate Company website

One Maryland Creek Development Issue

This analysis will show that in allowing the developer to revise the development plan, most of the existing residents of neighboring communities will be financially disadvantaged should they need to sell their homes for many years or longer. This would not be the case if we stayed with the plan of record (83 homes). However, through rational limiting of the flow of new Maryland Creek construction onto the market coupled with a brief moratorium for those categories for which the excess supply is most pronounced, we believe we can have a compromise situation that is workable. This analysis does not attempt to pass judgement on whether 240 units is the right number (vs something substantially less as voiced at the March 24th HOA/Developer meeting), nor does it attempt to deal with impacts on wildlife, quality of life, traffic considerations, etc. Nor does it try to take a position on whether this change remains compatible with Silverthorne's philosophy on population density as you move away from the town center.

Why this Document?

During the March 24, 2015 Eagles Nest HOA members' meeting with the Maryland Creek South development team (Tom Everist's people), several questions were raised which the moderator indicated were clearly not the type of thing that Tom should have to address. Rather, some questions such as the consequential impacts on nearby residents of undertaking the project as described and sized should be addressed to the Town and its planning personnel. Because Tom's team is not actively pursuing such issues, the primary issue is being documented here so it can be brought to the Town for its consideration in granting Tom the go-ahead to amend the current plan for 83 units.

The questions that will be addressed here are:

- Will the undertaking as now being pursued penalize existing homeowners financially over the next several years due to excess supply on the market?
- What are our choices?
- Can some safeguards be built in to mitigate some of the consequences on existing home owners?

Are nearby existing homeowners financially penalized over the next several years or more?

In changing the development baseline from 83 units to 240 units, this takes the project from being one with little overlap with the homes in the Eagles Nest HOA (Eagles Nest, Three Peaks and its many sub-associations) and Hamilton Creek to one with significant if not complete overlap when it comes to prospective buyers. This change we understand is necessitated by the developer's conclusion that his original forecasts and projections proved to be wrong making the original undertaking not economically viable. Consequently, he is pursuing the new plan to make and maximize his profit.

Attachment A (Home Sales and Listings near Mary Creek Development) reflects sales and listing information available on Chuck Leathers Real Estate Company's website. I have also attached the details of individual transactions and listings from Chuck Leathers' website as well (Attachment B). The selection of properties I used in this analysis was made because these are similar in nature to those Tom Everist indicated in the meeting he would be building (in terms of Price, Quality and Square Footage), as well as their proximity to his development.

Three of the Eagles Nest sub-associations that Chuck Leathers breaks out on his website (Aspens, Hideaways and the Ponds) line up with Tom's smaller footprint units with averages (based on 12 months sales) ranging from 1500 to 1800 square feet. The other three (Three Peaks, Eagles Nest [Other], and Hamilton Creek), again based on 12 months sales, line up with the medium to large footprint units (with averages ranging from 2700 to 4260 square feet).

Key "take-aways" from this analysis are:

- There appears to be substantial demand for the smaller footprint units. Only 115 days (3.8 months) of inventory exists for this category. Approximately $\frac{1}{4}$ of the properties in the neighboring communities fall into this category.
- There appears to be troubling levels of demand for medium to large footprint units. 352 days (nearly 12 months) of inventory exist, with only 27 units having been sold in the last 12 months. In terms of the number of properties, $\frac{3}{4}$ of the properties near the Maryland Creek development fit into the medium-large footprint category.
- To make matters worse, Three Peaks has 90 lots that have not been built on yet. 20 of these are currently on the market. Both the 20 and the 70 vacant lots will ultimately add to the overall supply. At current levels of Three Peaks Sales this amounts to an additional 10 years' worth of supply if you consider all the vacant lots; 2 $\frac{1}{4}$ years' worth of supply if you consider only the 20 lots on the market today...and this is on top of the 456 days of supply of resale homes in Three Peaks.

The following are some conclusions that can be drawn based on the above:

- Tom Everist indicated he hoped to build out 15 units the first year and 25 units each year thereafter, with initial emphasis on the smaller footprint homes. If the proportion of small to med/large footprint units is the same as currently exists in the surrounding neighborhoods as documented in this study, that would mean 18-19 medium to large units will be built each year after the first year. With only 27 unit sales over the past twelve months, and current listings numbering 26, how can 18-19 additional units each year be supported, particularly with 90 vacant lots in Three Peaks? Clearly, an oversupply will only serve to suppress prices for some very extended period of time unless demand increases substantially.
- In addition, our more expensive communities tend to have older residents. A number of these residents have either moved away for health reasons or have died. In either case, the negative financial impact associated with having a forced sale when prices are suppressed due to additional oversupply is troubling.

What are our choices?

Clearly, the current plan for 83 units on the 416 acres did not present much of a problem in regard to existing homeowners. Such a development would call for high end homes beyond the range of homes in existing neighborhoods. This is what the developer projected and presented to the town in the past and was the basis for the go-ahead he received originally. That was a business decision on his part that was based on projections that proved to be wrong. That plan however, did not penalize the existing residents and had it been viable, would possibly have been beneficial to the existing residents of neighboring communities.

Consequently, if we could stay with the current plan, that would best serve the current residents of the neighboring communities. However, Tom Everist has told us that simply isn't doable. The only other choice would be to amend the current plan along the lines presented and put in place some checks and balances to minimize the impact on the existing homeowners in these neighboring communities while still allowing a reduced level of development that enables the developer to be better off financially than with the current plan.

Can some safeguards be built in to mitigate some of the consequential risks?

It appears we have, at this time, an equilibrium between the reselling of medium-large homes vs those listed, although taking almost a year on average to sell. That is without new construction. Additionally we know there are 20 vacant lots on the market in this same category with another 70 not currently on the market. It also appears that the small footprint units are in short supply, relatively. The following is a set of rules I believe can be implemented to minimize (but not eliminate) the pain to current residents while allowing the developer to proceed (although perhaps not at the levels he would like, however):

Allow development to proceed as follows:

- **Small footprint homes** (under 2,000 square feet) at a rate equal to 6 months' worth of sales in the prior 12 months. It would make sense to establish this rate for the upcoming 12 months each January 1 **beginning January 1 of 2016**. If the developer wishes to begin working before January of 2016, then this value can be increased by 25% to get him to January 1, 2017.
- **Medium-Large footprint homes** (2000 or over square feet). Since there are clearly more houses on the market longer the bigger they are, we would break this category in to two parts:
 - **2000 – 3499 square feet:** The number of properties to be developed would be determined on May first each year for the upcoming 12 months at a rate of 4 months' worth of sales of homes falling in this category **beginning in January 1 of 2017**.
 - **3500 and over square feet:** The number of properties to be developed would be determined on May first each year for the upcoming 12 months at a rate of 3 months' worth of sales of homes falling in this category **beginning in January 1 of 2018**.
- In all cases, the sales data used in determining the next year's allotment for the upcoming 12 months will be taken from all Eagles Nest, Hamilton Creek and Maryland Creek South properties sales for which a sale has been consummated and a CO has been issued.
- How this would work out using the current sales data for the twelve months ending in March 2015:
 - Small footprint houses (under 2,000 square feet):
 $19 \text{ sales} \times (6/12) = 9.5 \text{ starts permitted (rounded to } \mathbf{10})$
 - Medium footprint houses (2000-3499 square feet):
 $16 \text{ sales} \times (4/12) = 5.33 \text{ starts permitted (rounded to } \mathbf{6}) \text{ beginning January 2017}$
 - Large footprint houses (3500 and up square feet):
 $11 \text{ sales} \times (3/12) = 2.75 \text{ starts permitted (rounded to } \mathbf{3}) \text{ beginning January 2018}$
- In addition, in computing the allotment by category for the new year, the values calculated are to be reduced by prior years' undertakings that have not had COs issued or have not been sold. So if in 2018 the prior 12 months sales would support 8 starts of medium footprint homes for the upcoming year, but 3 medium footprint homes started the prior year have not been completed and sold, then the new allotment is 5 (= 8 minus 3).

I believe that the precise language of this section should be worked out by people good at doing that kind of thing. The purpose here was only to convey the general concepts to incorporate.

This approach establishes controls that will allow for a limited degree of development for those ranges of homes with substantial oversupply, while allowing those limits to increase should we have an increase in demand. Additionally, the use of a mathematical formula will insure consistency in determining each year's allotments.

Richard A Bochan
rbochan2@yahoo.com

Home Sales and Listings near Maryland Creek Development

| * Approx # | ** Current Listings | ** Avg Listing value | ** Avg. Listing \$/sq. ft. | ** Sales | ** 12 Months Selling Pr. | ** 12 Months \$/sq.ft. | ** Days of inventory | ** 12 Months avg. sq. ft | |
|---|---------------------|----------------------|----------------------------|------------|--------------------------|------------------------|----------------------|--------------------------|-------------|
| Aspens | 51 | 2 | 542000 | 286 | 7 | 415000 | 256 | 104 | 1623 |
| Hideaways | 78 | 4 | 388000 | 268 | 8 | 369000 | 252 | 183 | 1502 |
| Ponds | 84 | 0 | 0 | 0 | 4 | 539000 | 299 | 0 | 1801 |
| Subtotal small footprint homes | 213 | 6 | 439333 | 274 | 19 | 421737 | 263 | 115 | 1610 |
| Three Peaks *** | 270 | 10 | 1614000 | 343 | 8 | 1436000 | 333 | 456 | 4265 |
| Eagles Nest Other | 300 | 12 | 897000 | 282 | 15 | 663767 | 250 | 292 | 2725 |
| Hamilton Creek | approx. 118 | 4 | 1466000 | 328 | 4 | 949000 | 279 | 365 | 3388 |
| Subtotal med-large footprint homes | 688 | 26 | 1260308 | 313 | 27 | 934834 | 279 | 352 | 3280 |

Total

Notes:

* Source Data: Assessor's Office Maps and Information from Eagles Nest HOA's DRC

** Source Data: Chuck Leathers Real Estate Company Website

*** includes 90 vacant lots that have not been developed per Eagles Nest HOA's DRC (Three Peaks has 180 developed lots and 90 vacant lots)

3/30/2015

Last Updated:
3/16/15



Ponds at Blue River
Current Listings and Last 12 Months' Sales

Current Listings
U/C = Under Contract

| Address | Price | Sq Ft | Price Sq Ft | Bdrms | Baths | Furnished? | Days on Mkt |
|---------|-------|-------|-------------|-------|-------|------------|-------------|
|---------|-------|-------|-------------|-------|-------|------------|-------------|

NO CURRENT LISTINGS

Last 12 Months' Sales

| Address | Price | Sq Ft | Price Sq Ft | Bdrms | Baths | Date Sold | Days on Mkt |
|----------------|-----------|-------|-------------|-------|-------|-----------|-------------|
| 156 Robin Ln | \$520,000 | 1795 | \$290 | 3 | 3.5 | May-14 | 4 |
| 107 Allegra Ln | \$519,000 | 1795 | \$289 | 3 | 3.5 | May-14 | 13 |
| 172 Allegra Ln | \$520,000 | 1701 | \$306 | 3 | 2.5 | Aug-14 | 10 |
| 186 Robin Dr | \$595,000 | 1914 | \$311 | 4 | 3.5 | Aug-14 | 53 |

Averages: \$538,500
Count: 4

This analysis by CLRE Co. is based in whole or in part on data supplied by the Summit Association of Realtors, its Multiple Listing Service, and county assessor's records, and while this analysis endeavors to report all transactions by all members of the Association and other CLRE Co. members, it does not include information on listings unpublished by request of the seller, listings of brokers not members of the Association or MLS, unlisted properties, rental properties, etc. This analysis is not meant to imply that all or any transactions listed herein are those of the Chuck Leathers Real Estate Company.

Last Updated:
3/16/15



Hamilton Creek
Current Listings and
Last 12 Months' Sales

Current Listings
U/C = Under Contract

| Address | Price | Sq Ft | Price Sq Ft | Bdrms | Baths | Furnished | Days on Mkt | Garage |
|--------------------|-------------|-------|-------------|----------|-------|-------------|-------------|--------|
| 25 Eagle Wings Trl | \$1,049,000 | 3024 | \$347 | 4 | 3.5 | Unfurnished | 168 | 2 |
| 30 Heather Way | \$1,115,000 | 3583 | \$311 | 4 + loft | 4.5 | Unfurnished | 228 | 2 |
| 891 Lakeview Cir | \$1,750,000 | 5982 | \$293 | 4 + loft | 4.5 | Unfurnished | 1020 | 3+ |
| 39 Timberwolf Trl | \$1,950,000 | 5563 | \$352 | 4 | 5.5 | Unfurnished | 326 | 2 |

Averages: \$1,466,000
Count: 4

Last 12 Months' Sales

| Address | Price | Sq Ft | Price Sq Ft | Bdrms | Baths | Date Sold | Days on Mkt | Garage # cars |
|------------------------|-------------|-------|-------------|----------|-------|-----------|-------------|---------------|
| 26 Heather Way | \$965,000 | 3089 | \$312 | 3 | 3.75 | JUL-14 | 144 | 2 |
| 66 Spinning Leaf Trl | \$1,116,000 | 3640 | \$307 | 3 | 3.5 | AUG-14 | 70 | 2 |
| 2210 Hamilton Creek Rd | \$649,500 | 3036 | \$214 | 3 + loft | 3.5 | OCT-14 | 464 | 2 |
| 73 Crescent Moon Trl | \$1,065,000 | 3787 | \$281 | 3 + loft | 3.75 | NOV-14 | 0 | 2 |

Averages: \$948,875
Count: 4

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Last Updated:
3/24/15



prepared by
Chuck Leathers, CRS

Aspens at Eagles Nest
Current Listings and
Last 12 Months' Sales

Current Listings
U/C = Under Contract

| Address | Price | Sq Ft | Price Sq Ft | Bdrms | Baths | Furnished | Days on Mkt |
|------------------------|------------------|-------|--------------|-------|-------|-------------|-------------|
| 1657 N Chipmunk Ln | \$435,000 | 1438 | \$303 | 2 | 2 | Unfurnished | 21 |
| 124 Blue Grouse Ln U/C | \$649,000 | 2412 | \$269 | 4 | 3.75 | Unfurnished | 13 |
| Averages: | \$542,000 | | \$286 | | | | 17 |
| Count: | 2 | | | | | | |

Last 12 Months' Sales

| Address | Price | Sq Ft | Price Sq Ft | Bdrms | Baths | Date Sold | Days on Mkt |
|--------------------|------------------|-------|--------------|-------|-------|-----------|-------------|
| 118 Blue Grouse Ln | \$375,000 | 1438 | \$261 | 2 | 2 | Jul-14 | 171 |
| 106 Blue Grouse Ln | \$379,000 | 1723 | \$220 | 2 | 2 | Aug-14 | 43 |
| 114 Blue Grouse Ln | \$365,000 | 1438 | \$254 | 2 | 2 | Dec-14 | 49 |
| 140 Blue Grouse Ln | \$399,000 | 1438 | \$277 | 2 | 2 | Jan-15 | 34 |
| 135 Blue Grouse Ln | \$386,000 | 1674 | \$231 | 3 | 2.5 | Jan-14 | 373 |
| 1653 N Chipmunk Ln | \$535,000 | 1806 | \$296 | 3 | 2.75 | Mar-14 | 104 |
| 107 Blue Grouse Ln | \$465,000 | 1843 | \$252 | 3 | 2.75 | May-14 | 39 |
| Averages: | \$414,857 | | \$256 | | | | 116 |
| Count: | 7 | | | | | | |

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Last Updated:
3/17/15



prepared by
Chuck Leathers, CRS

Hideaway Townhomes
Current Listings and
Last 12 Months' Sales

Current Listings
U/C = Under Contract

| Unit | Price | Sq Ft | Price Sq Ft | Bdrms | Baths | Furnished | Days on Mkt |
|------------------|------------------|-------|--------------|-------|-------|-------------|-------------|
| 227 Kestrel | \$544,900 | 1279 | \$270 | 2 | 2.5 | Unfurnished | 42 |
| 275 Kestrel | \$350,000 | 1287 | \$272 | 2 | 2.5 | Partially | 10 |
| 348 Kestrel U/C | \$409,500 | 1442 | \$284 | 2 | 2.5 | Partially | 43 |
| 330 Kestrel Ln | \$449,000 | 1828 | \$246 | 3 | 2.75 | Partially | 1 |
| Averages: | \$388,350 | | \$268 | | | | 24 |
| Count: | 4 | | | | | | |

Last 12 Months' Sales

| Unit | Price | Sq Ft | Price Sq Ft | Bdrms | Baths | Date Sold | Days on Mkt |
|------------------|------------------|-------|--------------|-------|-------|-----------|-------------|
| 297 Kestrel | \$340,000 | 1429 | \$238 | 2 | 2.5 | Jun-14 | 70 |
| 277 Kestrel | \$330,000 | 1279 | \$258 | 2 | 2.5 | Jun-14 | 48 |
| 289 Kestrel | \$385,000 | 1562 | \$246 | 3 | 2.5 | Jul-14 | 54 |
| 287 Kestrel | \$350,000 | 1402 | \$250 | 2 | 2.5 | Jul-14 | 49 |
| 342 Kestrel | \$395,000 | 1619 | \$244 | 3 | 2.75 | Sep-14 | 67 |
| 291 Kestrel | \$374,000 | 1544 | \$242 | 2 | 2.5 | Oct-14 | 71 |
| 233 Kestrel | \$330,000 | 1279 | \$258 | 2 | 2.5 | Nov-14 | 51 |
| 350 Kestrel | \$449,000 | 1601 | \$280 | 3 | 2.75 | Jan-15 | 44 |
| Averages: | \$369,125 | | \$252 | | | | 57 |
| Count: | 8 | | | | | | |

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ATT. B - PG 4 of 8

Last Updated:
3/23/15



prepared by
Chuck Leathers, CRS

**Eagles Nest
Homes
Last 12 months' Sales**

| Address | Price | Sq Ft | Price \$q Ft | Bdrms | Baths | Date Sold | Garage | Days on Mkt & New Const? |
|---------------------|-----------|-------|--------------|----------|-------|-----------|--------|--------------------------|
| 304 Golden Eagle Rd | \$698,000 | 3711 | \$185 | 5 | 3.75 | Mar-14 | 3+ | 296 |
| 417 Kestrel Ln | \$675,000 | 2312 | \$292 | 3 | 2.75 | Jun-14 | 2 | 122 |
| 371 Black Hawk Cir | \$655,000 | 2398 | \$273 | 4 | 2.75 | Jun-14 | 2 | 72 |
| 305 Kestrel Ln | \$588,000 | 2238 | \$263 | 4 | 4.5 | Jul-14 | 2 | 43 |
| 1659 Falcon Cir | \$915,000 | 4264 | \$215 | 4 | 4 | Aug-14 | 2 | 381 |
| 344 Black Hawk Cir | \$592,000 | 3104 | \$191 | 3 | 4.5 | Aug-14 | 2 | 322 |
| 345 Kestrel Ln | \$630,000 | 2433 | \$259 | 3 | 3.5 | Oct-14 | 2 | 64 |
| 427 Kestrel Ln | \$690,000 | 2306 | \$299 | 3 | 3 | Oct-14 | 2 | 48 |
| 1829 Stellar Dr | \$542,500 | 2044 | \$265 | 3 | 3.5 | Nov-14 | 2 | 48 |
| 27 Glen Pl | \$822,500 | 3183 | \$258 | 4 | 3.5 | Nov-14 | 2 | 83 |
| 433 Kestrel Ln | \$675,000 | 2288 | \$295 | 3 | 2.75 | Dec-14 | 2 | 236 |
| 304 Red Hawk Cir | \$729,000 | 3670 | \$199 | 4 | 4.75 | Jan-15 | 3 | 549 |
| 307 Kestrel Ln | \$542,000 | 2238 | \$242 | 3 | 3.5 | Jan-15 | 2 | 269 |
| 418 Kestrel Ln | \$702,500 | 2560 | \$274 | 3 + loft | 3.5 | Jan-15 | 2 | 283 |
| 1810 Peregrine Ln | \$510,000 | 2126 | \$240 | 3 | 2.5 | Mar-15 | 1 | 202 |

Averages: \$663,767
Count: 15

(OVER)

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Last Updated:
3/23/15

ATT. B - PG. 5 of 8



prepared by
Chuck Leathers, CRS

**Eagles Nest Homes
Current Listings
U/C = Under Contract**

| Address | Price | Sq Ft | Price \$q Ft | Bdrms | Baths | Furnished | Garage | Days on Mkt |
|-------------------|-------------|-------|--------------|----------|-------|-------------|--------|-------------|
| 1871 Peregrine Ln | \$635,000 | 2466 | \$258 | 4 | 4.5 | Partially | 2 | 26 |
| 337 Kestrel Ln | \$684,900 | 2427 | \$282 | 3 + loft | 3.5 | Unfurnished | 3 | 49 |
| 1780 Falcon Dr | \$749,000 | 3214 | \$233 | 4 + loft | 3.75 | Furnished | 2 | 447 |
| 325 Kestrel Ln | \$750,000 | 2242 | \$335 | 3 | 3 | Unfurnished | 2 | 83 |
| 327 Kestrel Ln | \$750,000 | 2242 | \$335 | 3 | 3 | Unfurnished | 2 | 83 |
| 323 Kestrel Ln | \$810,000 | 2443 | \$332 | 3 | 2.5 | Unfurnished | 2 | 83 |
| 1896 Peregrine Ln | \$850,000 | 3785 | \$225 | 4 + loft | 3.5 | Furnished | 2 | 271 |
| 313 Kestrel Ln | \$910,000 | 3248 | \$280 | 4 | 4.5 | Partially | 3 | 2 |
| 1743 Falcon Dr | \$949,000 | 3869 | \$245 | 4 | 3.5 | Unfurnished | 2 | 304 |
| 1763 Falcon Dr | \$997,500 | 3041 | \$328 | 4 | 3.5 | Partially | 2 | 363 |
| 311 Red Hawk Cir | \$1,025,000 | 4390 | \$233 | 5 | 4.5 | Partially | 2 | 272 |
| 1750 Falcon Dr | \$1,650,000 | 5500 | \$300 | 5 + loft | 5.5 | Partially | 2 | 263 |

Averages: \$896,700
Count: 12

(OVER)

This analysis by CLRE Co. is based in whole or in part on data supplied by the Summit Association of Realtors, its Multiple Listing Service, and county assessor's records. While this analysis endeavors to report all transactions by all members of the Association and others, CLRE Co., the Association, or MLS necessarily does not include information on listings unpublished by request of the seller, listings of brokers not members of the Association, or MLS, unlisted properties, rental properties, etc. This analysis is not meant to imply that all or any transactions listed herein are those of the Chuck Leathers Real Estate Company.

ATT B-PC 7 of 8

Last Updated:
3/23/15



prepared by
Chuck Leathers, CRS

**Three Peaks Homes
Current Listings**
U/C = Under Contract

| Address | Price | Sq Ft | Price Sq Ft | Baths | Furnished | Garage | Days on Mkt |
|-----------------------|--------------------|-----------|--------------|-----------------------|------------------|-----------|-------------|
| 1555 Golden Eagle Rd | \$639,900 | 2977 | \$282 | 3.5 | Partially | 2 | 216 |
| 2910 Ninth Green Ct | \$1,299,000 | 2811 | \$462 | 2.75 | Unfurnished | 2 | 582 |
| 1245 Golden Eagle Rd | \$1,395,000 | 4600 | \$303 | 4.5 | Partially | 3 | 294 |
| 2060 Current Way | \$1,397,000 | 5393 | \$259 | 6 + loft | Partially | 3 | 920 |
| 2560 Hunters Knob Rd | \$1,499,000 | 3904 | \$384 | 4 | Partially | 3 | 243 |
| 210 Game Trail Rd | \$1,499,900 | 4732 | \$317 | 4.75 | Partially | 3 | 77 |
| 360 Two Cabins Dr | \$1,575,000 | 4016 | \$392 | 4 + loft 3 + 2 halves | Partially | 3 | 66 |
| 193 Highline Crossing | \$1,695,000 | 5411 | \$313 | 4 + loft 4.5 | Partially | 2 | 771 |
| 1360 Golden Eagle Rd | \$2,049,000 | 5547 | \$383 | 5 3 + 2 halves | Partially | 3+ | 305 |
| 240 Easy Bend Trl | \$2,895,000 | 8620 | \$336 | 4 + loft 5.5 | Unfurnished | 3 | 706 |
| Averages: | \$1,614,380 | 10 | \$343 | 6 + loft 7.5 | Partially | 3+ | 418 |

(OVER)

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Last Updated:
3/23/15



prepared by
Chuck Leathers, CRS

**Three Peaks Homes
Last 12 months' Sales**

| Address | Price | Sq Ft | Price Sq Ft | Baths | Bedrms | Date Sold | Garage | Days on Mkt |
|----------------------|--------------------|----------|--------------|------------|------------|---------------|----------|-------------|
| 160 Bull Lake Ct | \$2,100,000 | 6224 | \$337 | 4.5 | 5 + loft | May-14 | 3 | 419 |
| 215 Game Trail Rd | \$1,150,000 | 3941 | \$292 | 3.5 | 4 + loft | May-14 | 3 | 262 |
| 300 Raven Golf Ln | \$1,084,050 | 3115 | \$348 | 3.5 | 4 | Jun-14 | 3 | 319 |
| 2801 Honors Ct | \$1,399,000 | 3567 | \$392 | 4 | 4 | Jul-14 | 3 | 357 |
| 2800 Hunters Knob Rd | \$980,000 | 3416 | \$287 | 4.5 | 4 + loft | Sep-14 | 2.5 | 120 |
| 2550 Hunters Knob Rd | \$2,375,000 | 5965 | \$398 | 6.5 | 5 | Sep-14 | 3+ | 62 |
| 325 Game Trail Rd | \$1,259,000 | 3957 | \$317 | 3.5 | 5 | Oct-14 | 2 | 92 |
| 115 Middle Park Ct | \$1,140,000 | 3924 | \$291 | 4.5 | 4 + loft | Oct-14 | 2 | 606 |
| Averages: | \$1,435,881 | 8 | \$333 | 4.5 | 4.5 | Oct-14 | 2 | 280 |

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March 25, 2015

To: Mayor and Town Council- Silverthorne, CO

From: Thomas Daniel

Subject: South Maryland Creek Project

Please find attached letters signed by Three Peaks neighbors at a recent social gathering in the neighborhood.

We ask that the density for South Maryland Creek Ranch project not be increased from the approved 83 units to the proposed 240 units.

We also ask that the ENTRY/EXIT to the South Maryland Creek project from Hunters Knob & Game Trail Road be used as an exit for emergency use only and not for normal entry/ exit traffic.

We thank you for your consideration in these matters.

TO: MAYOR & TOWN COUNCIL- SILVERTHORNE, CO

FROM: EAGLES NEST PROPERTY HOMEOWNERS / THREE PEAKS

SUBJECT: REZONING OF SOUTH MARYLAND CREEK PROJECT

We, the below listed homeowners respectfully request that the change in housing density for the South Maryland Creek project from 83 units to the proposed 240 units not be approved by the Town Council of Silverthorne.

HOMEOWNER NAME Phyllis Johnstone

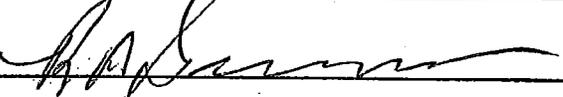
PHYSICAL RESIDENCE 2100 Currant Way Silverthorne

SIGNATURE 

DATE 3/21/15

HOMEOWNER NAME Ken Ganssman

PHYSICAL RESIDENCE 1630 GOLDEN EAGLE RA

SIGNATURE 

DATE 3/21/15

HOMEOWNER NAME Walt & Lyn Jones

PHYSICAL RESIDENCE 555 Two Cabins Dr Silverthorne CO 80498

SIGNATURE 

DATE 03.21.15

HOMEOWNER NAME Greg & Michele Hardy

PHYSICAL ADDRESS 1355 Golden Eagle Rd

SIGNATURE 

DATE 3/21/15

TO: MAYOR & TOWN COUNCIL- SILVERTHORNE, CO

FROM: EAGLES NEST PROPERTY HOMEOWNERS / THREE PEAKS

SUBJECT: REZONING OF SOUTH MARYLAND CREEK PROJECT

We, the below listed homeowners respectfully request that the change in housing density for the South Maryland Creek project from 83 units to the proposed 240 units not be approved by the Town Council of Silverthorne.

HOMEOWNER NAME Joan Davids

PHYSICAL RESIDENCE 230 Two Cabins Dr.

SIGNATURE Joan David

DATE 3/21/15

HOMEOWNER NAME Barbara Kontny

PHYSICAL RESIDENCE 2040 Currant Way

SIGNATURE Barbara Kontny

DATE 3/21/15

HOMEOWNER NAME BELINDA + ANTHONY Cianflone

PHYSICAL RESIDENCE 325 Game Trail

SIGNATURE Belinda Cianflone

DATE 3/21/15

HOMEOWNER NAME ROBERT FOBES

PHYSICAL ADDRESS 705 GOLDEN EAGLE RD

SIGNATURE Robert C. Fobes

DATE 3-21-15

TO: MAYOR & TOWN COUNCIL- SILVERTHORNE, CO

FROM: EAGLES NEST PROPERTY HOMEOWNERS / THREE PEAKS

SUBJECT: REZONING OF SOUTH MARYLAND CREEK PROJECT

We, the below listed homeowners respectfully request that the change in housing density for the South Maryland Creek project from 83 units to the proposed 240 units not be approved by the Town Council of Silverthorne.

HOMEOWNER NAME ROBERT & CAROLE GOODMAN

PHYSICAL RESIDENCE 2140 HUNTERS KNOB RD

SIGNATURE Robt & Carol

DATE 3/21/15

HOMEOWNER NAME ADOLPH E. ZIMMERMANN

PHYSICAL RESIDENCE 2165 CURRANT WAY SILVERTHORNE CO

SIGNATURE Adolph E. Zimmerman

DATE 3-21-15

HOMEOWNER NAME Jay + Priscilla Engeln

PHYSICAL RESIDENCE 2030 Currant Way 80498

SIGNATURE Jay Engeln

DATE 3/21/15

HOMEOWNER NAME Agnes + Rich Waterman

PHYSICAL ADDRESS 235 EASY BEND TRAIL

SIGNATURE Agnes P Waterman

DATE 3/21/15

TO: MAYOR & TOWN COUNCIL- SILVERTHORNE, CO

FROM: EAGLES NEST PROPERTY HOMEOWNERS / THREE PEAKS

SUBJECT: REZONING OF SOUTH MARYLAND CREEK PROJECT

We, the below listed homeowners respectfully request that the change in housing density for the South Maryland Creek project from 83 units to the proposed 240 units not be approved by the Town Council of Silverthorne.

HOMEOWNER NAME Edgar W. Aust

PHYSICAL RESIDENCE 2255 Currant Way, Silverthorne, CO 80498

SIGNATURE 

DATE 3/22/2015

HOMEOWNER NAME Agnis C. Aust

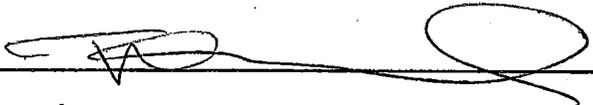
PHYSICAL RESIDENCE 2255 Currant Way, Silverthorne, CO, 80498

SIGNATURE 

DATE 3/22/2015

HOMEOWNER NAME THOMAS & B J DANIEL

PHYSICAL RESIDENCE 335 GAME TRAIL RD

SIGNATURE 

DATE 3/22/2015

HOMEOWNER NAME _____

PHYSICAL ADDRESS _____

SIGNATURE _____

DATE _____

TO: MAYOR & TOWN COUNCIL- SILVERTHORNE, CO

FROM: EAGLES NEST PROPERTY HOMEOWNERS / THREE PEAKS

SUBJECT: REZONING OF SOUTH MARYLAND CREEK PROJECT

We, the below listed homeowners respectfully request that the change in housing density for the South Maryland Creek project from 83 units to the proposed 240 units not be approved by the Town Council of Silverthorne.

HOMEOWNER NAME Les and Sandy Boeckel
PHYSICAL RESIDENCE 145 Two Cabins Dr Silverthorne,
SIGNATURE Sandra A. Boeckel Co
DATE 3-21-15

HOMEOWNER NAME Laurie + Bob Forbes
PHYSICAL RESIDENCE 705 Cowden Circle Rd, Silverthorne,
SIGNATURE Laurie Forbes
DATE 3/21/15

HOMEOWNER NAME Brian J Edney
PHYSICAL RESIDENCE 125 Two Cabins Drive
SIGNATURE B Edney
DATE 3/21/15

HOMEOWNER NAME Steven ^{Kent} ~~Smith~~ ~~Kent~~
PHYSICAL ADDRESS 620 Two Cabins Dr. Silverthorne, Co.
SIGNATURE Steven Kent
DATE 3/21/15

TO: MAYOR & TOWN COUNCIL- SILVERTHORNE, CO

FROM: EAGLES NEST PROPERTY HOMEOWNERS / THREE PEAKS

SUBJECT: REZONING OF SOUTH MARYLAND CREEK PROJECT

We, the below listed homeowners respectfully request that the change in housing density for the South Maryland Creek project from 83 units to the proposed 240 units not be approved by the Town Council of Silverthorne.

HOMEOWNER NAME Ruth Kent

PHYSICAL RESIDENCE 620 Two Cabins Dr

SIGNATURE Ruth Kent

DATE 3/21/15

HOMEOWNER NAME Brian Moriarty

PHYSICAL RESIDENCE 230 Two CABINS DR

SIGNATURE Brian M Moriarty

DATE 3/24/15

HOMEOWNER NAME _____

PHYSICAL RESIDENCE _____

SIGNATURE _____

DATE _____

HOMEOWNER NAME _____

PHYSICAL ADDRESS _____

SIGNATURE _____

DATE _____

TO: MAYOR & TOWN COUNCIL- SILVERTHORNE, CO

FROM: EAGLES NEST PROPERTY HOMEOWNERS / THREE PEAKS

SUBJECT: TRAFFIC CONTROL REQUEST FOR HUNTERS KNOB & GAME TRAIL ROAD

We, the below listed homeowners respectfully request that ENTRY/EXIT to the SOUTH MARYLAND CREEK RANCH from HUNTERS KNOB & GAME TRAIL ROAD be limited to emergency use only and not be used for normal entry/exit traffic.

HOMEOWNER NAME Allen Gordon

PHYSICAL RESIDENCE 2810 Hunters Knob Rd

SIGNATURE 

DATE 21 Mar 2015

HOMEOWNER NAME ROBERT + CAROLE GOODMAN

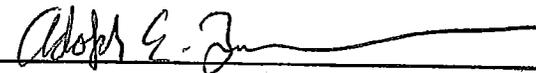
PHYSICAL RESIDENCE 2140 HUNTERS KNOB RD

SIGNATURE 

DATE 3.21.2015

HOMEOWNER NAME ADOLPH E. ZIMMERMANN

PHYSICAL RESIDENCE 2165 CURRANT WAY SILVERTHORNE CO.

SIGNATURE 

DATE 3.21.2015

HOMEOWNER NAME Anthony Cian Stone

PHYSICAL ADDRESS 325 Game Trail

SIGNATURE 

DATE 3-21-

TO: MAYOR & TOWN COUNCIL- SILVERTHORNE, CO

FROM: EAGLES NEST PROPERTY HOMEOWNERS / THREE PEAKS

SUBJECT: TRAFFIC CONTROL REQUEST FOR HUNTERS KNOB & GAME TRAIL ROAD

We, the below listed homeowners respectfully request that ENTRY/EXIT to the SOUTH MARYLAND CREEK RANCH from HUNTERS KNOB & GAME TRAIL ROAD be limited to emergency use only and not be used for normal entry/exit traffic.

HOMEOWNER NAME BELINDA + ANTHONY CIANFLONE

PHYSICAL RESIDENCE 325 Game Trail

SIGNATURE Belinda Cianflone

DATE 3-21-15

HOMEOWNER NAME Joan Davids

PHYSICAL RESIDENCE 230 ~~Two Cabins~~ Two Cabins Dr.

SIGNATURE Joan Davids

DATE 3/21/15

HOMEOWNER NAME Priscilla Engeln

PHYSICAL RESIDENCE 2030 Currant Way

SIGNATURE Priscilla W. Engeln

DATE 03-21-2015

HOMEOWNER NAME Robert Folbe

PHYSICAL ADDRESS 705 Golden Eagle Rd

SIGNATURE Robert C Folbe

DATE 3-21-15

TO: MAYOR & TOWN COUNCIL- SILVERTHORNE, CO

FROM: EAGLES NEST PROPERTY HOMEOWNERS / THREE PEAKS

SUBJECT: TRAFFIC CONTROL REQUEST FOR HUNTERS KNOB & GAME TRAIL ROAD

We, the below listed homeowners respectfully request that ENTRY/EXIT to the SOUTH MARYLAND CREEK RANCH from HUNTERS KNOB & GAME TRAIL ROAD be limited to emergency use only and not be used for normal entry/exit traffic.

HOMEOWNER NAME Laurie + Bob Forbes
PHYSICAL RESIDENCE 705 CORNWELL EAGLE RD
SIGNATURE Laurie Forbes SILVERTHORNE, CO 80498

DATE 3/21/15
HOMEOWNER NAME Les and Sandy Boeckel
PHYSICAL RESIDENCE 145 TWO CABINS DR
SIGNATURE Sandra A. Boeckel SILVERTHORNE, CO 80498

DATE 3/21/15
HOMEOWNER NAME BRIAN EDNEY
PHYSICAL RESIDENCE 125, TWO CABINS DRIVE
SIGNATURE Brian Edney

DATE 3/21/15
HOMEOWNER NAME Steve Kent
PHYSICAL ADDRESS 620 Two Cabins Dr
SIGNATURE Steve Kent
DATE 3/21/15

TO: MAYOR & TOWN COUNCIL- SILVERTHORNE, CO

FROM: EAGLES NEST PROPERTY HOMEOWNERS / THREE PEAKS

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HOMEOWNER NAME Ruth Kent

PHYSICAL RESIDENCE 620 Two Cabins Dr Silverthorne, Co.

SIGNATURE Ruth Kent

DATE 3/21/15

HOMEOWNER NAME Brian M. Moriarty

PHYSICAL RESIDENCE 230 Two Cabins Dr

SIGNATURE Brian M Moriarty

DATE 3/21/15

HOMEOWNER NAME Gayle G. Weidert

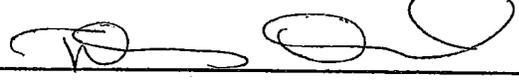
PHYSICAL RESIDENCE 195 Highline Crossing

SIGNATURE Gayle Weidert

DATE 3.21.15

HOMEOWNER NAME THOMAS +BJ DANIEL

PHYSICAL ADDRESS 335 GAME TRAIL RD

SIGNATURE 

DATE 3/22/15

TO: MAYOR & TOWN COUNCIL- SILVERTHORNE, CO

FROM: EAGLES NEST PROPERTY HOMEOWNERS / THREE PEAKS

SUBJECT: REZONING OF SOUTH MARYLAND CREEK PROJECT

We, the below listed homeowners respectfully request that the change in housing density for the South Maryland Creek project from 83 units to the proposed 240 units not be approved by the Town Council of Silverthorne.

HOMEOWNER NAME Edgar W. Aust

PHYSICAL RESIDENCE 2255 Currant Way, Silverthorne

SIGNATURE Edgar W Aust

DATE 3/25/2015

HOMEOWNER NAME Agnes C. Aust

PHYSICAL RESIDENCE 2255 Currant Way, Silverthorne

SIGNATURE Agnes C. Aust (by EWR)

DATE 3/25/2015

HOMEOWNER NAME _____

PHYSICAL RESIDENCE _____

SIGNATURE _____

DATE _____

HOMEOWNER NAME _____

PHYSICAL ADDRESS _____

SIGNATURE _____

DATE _____

Matt Gennett

From: Mark Leidal
Sent: Wednesday, March 11, 2015 1:05 PM
To: Matt Gennett
Subject: FW: SMCR Major Amendment to the existing PUD

From: Bruce Butler (External)
Sent: Wednesday, March 11, 2015 1:04 PM
To: Ryan Hyland; Mark Leidal
Subject: FW: SMCR Major Amendment to the existing PUD

For the SMCR Record.

From: leslie lecoq [<mailto:leslecoq@yahoo.com>]
Sent: Wednesday, March 11, 2015 12:15 PM
To: bbutler@silverthorne.org; amsandquist@silverthorne.org; jbird@silverthorne.org; rcamp@silverthorne.org; dfowler@silverthorne.org; plong@silverthorne.org; srichardson@silverthorne.org
Subject: SMCR Major Amendment to the existing PUD

Dear Town Council Members,

I am writing to each of you in regards to South Maryland Creek Ranch (SMCR) and their proposed Major Amendment to the PUD.

To introduce myself my name is Leslie Le Coq and I reside at the North end of Hunters Knob Road. (235 Maryland Creek Trail).

I have many concerns as a third generation citizen of Summit County and a bordering property owner.

Traffic:

A main concern is the increase traffic on Game Trail and Hunter's Knob Rd. At the Planning Commission Meeting on March 3rd, 2015, SMCR and Mr. Everist addressed the traffic issue and mentioned that construction traffic would be using the North entrance. I'm not sure what he meant by construction traffic, if it is just heavy equipment, concrete, lumber etc., or all construction traffic such as sub contractors. (dry wall, painters, plumbers, electricians, framers, tile, landscapers etc.. etc..) When I built my house, I had a minimum of 10 cars at time at the building site, some days many more. If all the subcontractors can use the South entrance this will have a huge traffic impact on all of us. Even if all construction traffic is suppose to use the North entrance, how is this going to be enforced. The quickest route is Game Trail, therefore the ideal entrance. Also, many sub contractors drive ordinary cars/trucks that are unmarked. I can understand regulating concrete trucks, etc, but I don't see how all construction vehicles can be identified and enforced to use the North Entrance. Another concern is all the snow removal equipment. I feel snow plows and heavy snow removal equipment should be required to use the North entrance as well. Also the safety of people accessing Ranch Road from Hwy 9. I have used this access off of HWY 9 for 28 years and with the current traffic conditions, it already lends itself to a very dangerous stretch of Hwy.

Property Values:

If this increase in density is allowed our property values will also greatly decrease. The appeal of a private, quiet neighborhood will no longer be the case for the homes along Game Trail or Hunters Knob. This is going to impact the entire Three Peaks area and all citizens using HWY 9 north of Silverthorne. My property borders SMCR property, therefore I am greatly effected by this increase in density, but all homeowners North of Silverthorne will also be greatly effected by the tripling of homes. We will be faced with traffic, noise, additional snow removal trucks and plows (imagine how many snow plows will be needed for 430 homes) headlights not to forget the sight of 3x as many homes, light pollution, our herds of elk, moose and mule deer displaced and just the overall peace and quite of our neighborhood and the beautiful preserved wilderness behind us.

Wildlife:

In regards to wildlife. On Jan 23, 2015 the Town of Silverthorne Community Dev. Dept. received a letter from Mr. Tom Davies, the District Wildlife Manager of Summit County. In his 21 page letter to the town after conducting extensive research of the wildlife habitat in this area, in concluded by saying. "The 2014 WIMR addresses some of these issues through clustering, minimal building envelopes on each lot, bear-proof trash requirements, pet control and fencing specifications. CPW supports all of these as part of the homeowner/renter regulations to minimize negative impacts to wildlife, BUT ALSO RECOMMENDS REDUCING THE TOTAL DENSITY OF UNITS IF POSSIBLE." See link: <http://www.silverthorne.org/Modules/ShowDocument.aspx?documentid=3193>

I do not believe that the proposed amendment meets the wildlife criteria based on the recommendation of someone who is a specialist in this field and in this area.

Amendment to the County and Town Comprehensive Plan:

In the letter from Lindsay Hirsch, Summit County Planning Manager to the Town of Silverthorne dated July 7,2014. He addressed SMCR proposal to amend related language in the Town of Silverthorne Comp Plan, which would enable him to increase density on his development and not be abided by the one dwelling in five acres that is a criteria in the Comp Plan. In Mr. Hirsch's words, "The proposed development plan shows that the residential units would be clustered on the south side of the property, with an open space area buffering the development from adjacent county land to the north. The County supports the applicant's proposal to cluster density, but we respectfully comment that we do not feel the proposed density provides the type of gradual or feathered transition to the adjacent rural lands that is advised in the applicable County and Town master plans."

In Nov 2007- Major PUD amendment was approved based upon its conformance to the Comp Plan using nine site-specific design criteria. After this approval, at a later SMCR then amended language in the Comp Plan which would allow them to not have to follow the guidelines of the Master Plan and the rural residential criteria. Criterias below.

- preserve rural ranch open character
- preserve views of the gore range from Highway 9
- **Low density, rural residential (1 dwelling unit per 5 acres)**
- **cluster development in areas not visible from HWY 9** (according to the photos they presented at Tuesdays meeting where they digitally created images of what it would look like with the homes in place..they did not meet this criteria. The homes are easily seen from HWY 9.
- Avoid ridge line and steep slope development
- expand and enhance gateway to Silverthorne and the Lower Blue Valley
- Enhance parks trails and opened space in accordance with the Tow Park, Trails and Open Space Plan.
- Preserve existing vegetation
- **Sensitive to wildlife impacts.**

In accordance with Town Code Section 4-1-22, a PUD Major Amendment requires a pre application meeting and Final PuD Plan review process. Section 4-4-14 (g) (3) sets forth the criteria for approval of a Final PUD Plan, which is: a) Consistency with the Comprehensive Plan and other Town master plans and standards.

When the PUD was approved for the additional 12 units in 2007 it conformed to the Comprehensive Plan and policy guideline contained in (Appendix A: Three-Mile Plan) and maintained an overall density of one unit per five acres. The Comp plan was later updated to the 2014 Comprehensive Plan Update to reflect the annexation of the portion of Maryland Creek Ranch now know as the South Maryland Creek Ranch, and the density numbers (one unit per five acres) were removed.

At this time SMCR is seeking final approval of the SMCR PUD major Amendment and requesting a change in density from 83 dwelling units to 240 units, therefore changing the rural residential (which was the original Comprehensive Plan and Master Plan for Development)of one unit to five acres to .57 units per acre and tripling their density. Rather than following the existing Comp Plan, they simply amended it to fit their development wants and needs. This change to the Comprehensive Plan, which has removed the language of rural residential, will eventually change the entire character of the land North of Silverthorne and in the future the County as a whole.

What is the purpose of a County and Town master plan, if it can be easily be amended, by one individual developer with out involving or notifying the citizens of Summit County. By amending and deleting related language in the Master Plan referring to density, it erased any density guidelines in regards to future developments. This will have a tremendous impact to our County now and for the future. With such an important change as this, why weren't the citizens made aware of his proposed amendment to such a critical existing master plan? What presedent does this set for the future if the guidelines that were once in place to protect our natural surroundings, wildlife and character of this entire county are now removed.

In summary, I am in total agreement to individual's property rights, but I feel these changes to the original PUD in 2005 and then again in 2007 were not adequately brought to our attention as neighboring property owners or citizens of Summit County. When I first considered building a home on the meadow where I live now that was once my grandfathers I was aware that someday there was going to be a development across my fence line and on the Maryland Creek Ranch. I met with Joanna Hopkins (MC's development representative) and she showed me all of the development and site plans which consisted of the 71 homes. I did my due diligence and all of my research before proceeding to build. Now nine years later after spending three years in planning and another year in construction and four years living in my house creating a home for myself and my two daughters, I have come to find out that all the pretenses that I built my home have changed. (Views, wildlife, dark skies, privacy, peacefulness etc..) I truly feel that as the saying goes..the wool has been pulled over our eyes. In the Summit Daily article yesterday. Tom Everist is quoted "we apologize if we didn't do enough to get you involved earlier," but nonetheless we hope we've softened if not totally mitigated the impact of the density change." Many of us were not aware of any of this until last Sunday's Summit Daily, therefore the citizens have not had time to even begin to understand this, let alone figure out our thoughts and opinions.

I greatly appreciate all of you taking the time to read this letter expressing my concerns as well as many other members of this community. I am opposed to this increase in density from 83 homes to 240.

If we allow SMCR to make changes to our Town and County Comprehensive Plans to adjust density and other guidelines to benefit their development and increase profits, what will keep future developers from continuing to do the same. We need to protect not only our neighborhoods, but the reason why we all live here in the first place. We need to have a vision of the future that pays what we have ..forward, to our children, future generations, our natural environment and our wildlife. This will set a precedent for all future development in the land North of Silverthorne and the Lower Blue. We will slowly loose our rural ranch land and beauty and we will become an area of urban sprawl. We need to be proactive and stop this irresponsible development creep from happening. As a community we need to work together as a whole to be partners in preservation and forward thinkers and designers of inevitable changes that can be handled in ways that add value to us all and not to the pockets developers.

Thank you so much! I hope that we can all come together with a solution that works for all, including our wildlife and natural resources.

Best Regards,

Leslie

Matt Gennett

From: Mark Leidal
Sent: Wednesday, March 11, 2015 1:10 PM
To: Matt Gennett
Subject: FW: Maryland Creek Ranch

From: Bruce Butler (External)
Sent: Wednesday, March 11, 2015 1:09 PM
To: Ryan Hyland; Mark Leidal
Subject: FW: Maryland Creek Ranch

Form letter for the record.

From: Michael Dambeck [<mailto:mdambeck1@yahoo.com>]
Sent: Wednesday, March 11, 2015 12:03 PM
To: bbutler@silverthorne.org; amsandquist@silverthorne.org; jbird@silverthorne.org; rcamp@silverthorne.org; dfowler@silverthorne.org; plong@silverthorne.org; srichardson@silverthorne.org
Subject: Maryland Creek Ranch

Dear Members of the Silverthorne Town Council:

I understand there is a proposed Amendment to the PUD for Maryland Creek Ranch that will be discussed at the upcoming meeting on Wednesday, March 11, 2015. I am unable to attend that meeting in person, so I am writing this letter to express my views to you as a homeowner in Silverthorne (I reside at 515 Two Cabins Drive). I expect that as our representatives, you will consider my views along with my other fellow citizens and homeowners in considering this important issue.

My understanding

I understand that the proposed Amendment to the PUD will increase the density of the development from 83 units to 240 units on 416 acres. This is a significant increase from what the Town originally approved for Maryland Creek Ranch in its previous actions (a density change from 1 home in 5 acres, to .57 homes/acre). I believe that significant changes such as this should be thoughtfully discussed so that all citizens and residents can be heard. My understanding is that limited public discussion and discourse has occurred to date on this issue.

My View

I oppose this change and increase in density. I ask that the members of the Town Council vote against this amendment. I believe that additional public discussion and debate needs to occur before any changes to the existing density (as originally approved by the Town) are allowed.

My rationale is as follows:

- Increased density will decrease existing property values in 3 Peaks and adjacent areas. We don't need more density, we need open space to preserve what Silverthorne is known for. Just look at what density has done to the Wilderrest Development. We moved for there for that reason.

- Increased density will change the character of the area - forever! Currently (and under the original approved development plan) this area was designated as rural residential. Most inhabitants of the area purchased and/or built homes in the area under this requirement and expectation. They were assured that it would continue to be designated as such. We purchased our homes specifically to get away from the type of density that is proposed for Maryland Creek Ranch.
- Increased density will result in increased traffic, noise, pollution (material, and also light pollution) well beyond what is desired by the people who inhabit this area today.
- Increased density will negatively impact wildlife in the area. This will also increase the potential for dangerous and sad interactions between humans and the wildlife (bears, small dogs/cats vs foxes/wild cats, disruption of bird dwellings, elk/deer migration routes, etc.).
- Discussion and debate over the proposed Amendment has not been public enough, nor has there been ample time for all citizens to weigh in and make their views known. At a minimum, additional time and public debate needs to occur prior to voting on this or any other proposed Amendment.

Additionally, the proposed amendment is in direct conflict with many of the design criteria specifically cited in the Town's plans. These criteria are:

- preserve rural ranch open character
- preserve views of the gore range from Highway 9
- Low density, rural residential (1 dwelling unit per 5 acres)
- cluster development in areas not visible from HWY 9
- Avoid ridge line and steep slope development
- expand and enhance gateway to Silverthorne and the Lower Blue Valley
- Enhance parks trails and opened space in accordance with the Tow Park, Trails and Open Space Plan.
- Preserve existing vegetation
- Sensitive to wildlife impacts.

I believe that the proposed Amendment fails to meet several of the criteria above:

- The density has changed significantly as already noted. This alone should be a reason to deny this proposed amendment.
- The proposed development **will** in fact be quite visible from Highway 9. The developer's own digital images show this to be true.
- No wildlife impact studies have been done or made available for review by the public.

As my representatives on the Council, I ask that you deny the proposed amendment. If the Town believes the Amendment should go forward, then I respectfully request that a list of reasons for approving the amendment be provided to the public, and that additional time and public discussion/debate occur prior to final approval so that all points of view may be thoughtfully discussed and considered.

Thank you for your consideration in reading this.

Respectfully submitted,

Michael Dambeck and Karen Breen
515 Two Cabins Drive
Silverthorne, CO 80498

Matt Gennett

From: Mark Leidal
Sent: Wednesday, March 11, 2015 9:09 AM
To: Matt Gennett
Subject: FW: Maryland Creek Ranch Property

-----Original Message-----

From: Bruce Butler (External)
Sent: Wednesday, March 11, 2015 7:20 AM
To: Ryan Hyland; Mark Leidal
Subject: FW: Maryland Creek Ranch Property

For inclusion in the record.

-----Original Message-----

From: B.J. DANIEL [<mailto:bjrdaniel@hotmail.com>]
Sent: Tuesday, March 10, 2015 6:12 PM
To: bbutler@silverthorne.org, jbird@silverthorne.org, rcamp@silverthorne.org, dfowler@silverthorne.org,
plong@silverthorne.org, srichardson@silverthorne.org; jbird@silverthorne.org; rcamp@silverthorne.org;
dfowler@silverthorne.org; plong@silverthorne.org; srichardson@silverthorne.org
Subject: Maryland Creek Ranch Property

Representatives.

Many in Silverthorne say the vote to allow the increased density for Maryland Creek Ranch is a done deal irregardless of public opinion. Please listen to the people you represent. The speakers at the Planning Council Meeting last week were overwhelmingly against the increased density. The Council approved the petition. PLEASE CONSIDER A COMPROMISE NUMBER---NOT THE ENTIRE 240 UNITS. The post office can't even take care of the residents we have. It won't be any easier even with cluster mailboxes. The fire protection for that many homes that distance out of town may be questionable. Even now, traffic on the 2 lane road makes entering Highway 9 from a side road dangerous at times.

Mr. Everist had a good original plan for Maryland Ranch. Unfortunately, the economy had an ill timed down turn. However, does our community have to pay the price so he can make his profits? The 240 units represent pure corporate greed!

Thank you.
B.J. Daniel
335 Game Trail Road
10 year Summit County Resident.

Sent from my iPad

Matt Gennett

From: Mark Leidal
Sent: Tuesday, March 10, 2015 1:28 PM
To: Matt Gennett
Subject: FW: South Maryland Creek

From: Bruce Butler (External)
Sent: Tuesday, March 10, 2015 1:22 PM
To: Ryan Hyland; Mark Leidal
Subject: South Maryland Creek

For inclusion in the record please.

From: Linda St. John [<mailto:lindasaint195@yahoo.com>]
Sent: Tuesday, March 10, 2015 1:19 PM
To: Peggy Long; Russ Camp; Stuart Richardson; Bruce Butler Mayor; Jonathon Bird; Ann Marie Sandquist Mayor Pro-Tem; Derrick Fowler
Subject: South Maryland Creek

Mayor Butler and Council Members,
We have all heard the arguments against the new proposed density increase to South Maryland Creek Ranch, and I agree with all comments pertaining to wildlife, views, night sky, urban creep, traffic issues, etc.

I would also like Council to consider, whatever density is approved; requiring (not just suggesting) cluster P.O. boxes be included in the plans. Joanna Hopkins told me they intend to do so, but it is apparent they have not yet asked the postmaster for the rules, regulations and specifications from USPS. As there are 0 - no P.O. boxes available in Silverthorne this is a must. I met a woman who just purchased a home in Silverthorne and was told there were no boxes available and the only assistance she was offered was to come back next month to see if anything had opened up. Needless to say, she was less than happy. Welcome to Silverthorne! I could only suggest that she try the UPS store or the Dillon postoffice.

Perhaps, more important, is the distance to the nearest response fire station (Dillon) may be over the limit set by ISO to receive the same rating as, say Three Peaks. This will make homeowners insurance more expensive and perhaps more difficult even to acquire. Medical and fire response times will likely be 10 minutes or more, depending if the closest crew is responding elsewhere leaving a call to be responded by Keystone or Frisco. Ten minutes is a long time if you are having a heart attack. In light of the decrease in property values (finally coming back up) and urban renewal in Dillon and Silverthorne, it is unlikely Lake Dillon Fire Rescue will be able to afford to build the new Silverthorne Fire Station in the near future. Unfortunately to build a new station today will cost \$4-6 million, and another approximately \$750,000. a year to staff. Intrawest donated the land for the TOS to improve the water treatment plant and build maintenance facility, for the elementary school and the future fire station, a generous donation to the community. Everest has made a \$500,000. to the town toward their facilities on this property. I would ask Council to seek a generous donation from Everest to LDFR toward funding a new fire station to provide appropriate emergency services for the people who will live in these homes they intend to build and to the community they will greatly profit from.

Thank you for your time and consideration,
Linda St. John
195 Arnica Lane
Silverthorne
468-6593

Matt Gennett

From: Mark Leidal
Sent: Tuesday, March 10, 2015 12:50 PM
To: Matt Gennett
Subject: FW: Maryland Creek Density

From: Bruce Butler (External)
Sent: Tuesday, March 10, 2015 12:48 PM
To: Ryan Hyland; Mark Leidal
Subject: FW: Maryland Creek Density

Attached is another e-mail for the record.

From: SCJ Arnold [mailto:scj_arnold@msn.com]
Sent: Tuesday, March 10, 2015 12:21 PM
To: amsandquist@silverthorne.org jbird@silverthorne.org rcamp@silverthorne.org dfowler@silverthorne.org
plong@silverthorne.org srichardson@silverthorne.org
Subject: FW: Maryland Creek Density

From: scj_arnold@msn.com
To: scj_arnold@email.msn.com
Subject: FW: Maryland Creek Density
Date: Tue, 10 Mar 2015 12:00:57 -0600

From: scj_arnold@msn.com
To: les.arnold@yahoo.com
Subject: Maryland Creek Density
Date: Tue, 10 Mar 2015 11:55:44 -0600

Hello,

My name is JoAnn Arnold. I am a gpartner in OxBow Ranch Company and I am writing to each of you to express my concern about the density increase for the Maryland Creek development. I do not approve of this density increase.

At the March 3rd Town Council meeting it was pointed out that OxBow Ranch Company has a development right for a total of 130 units to be built between the two parcels OxBow owns. In all good conscience as a responsible citizen of this community I felt this was an important fact that should be part of the discussion. I was shocked that no one from the concerned citizens attending the meeting and no committee member

referred to this or asked questions. If 240 units are approved and the potential development on the OxBow property should at some point occur the impact will be of vital interest and great concern for everyone involved in this decision.

I believe in property rights. And I believe that OxBow has maintained a presence in the community that reflects the values and concerns of the family owning this property. The presence of this property maintained since 1983 as an agricultural operation has been recognized and enjoyed by all members of this entire community. This property has had little impact on the services of the town while keeping in mind that someday a change may be needed and the development rights brought into play.

I hope you will postpone the decision to change the density of the SMCP and consider the realistic impact the 240 units will have on the existing property owners and for this entire end of the Town of Silverthorne. So many questions are unanswered and as concerned and responsible citizens of this community you should realize that you have an obligation to meet the needs of all citizens and not move forward without giving respectful opportunity to put forth more information. Only time and honest good will is needed.

Regards,

JoAnn Arnold
General Partner OxBow Ranch Company.

Matt Gennett

From: Mark Leidal
Sent: Monday, March 09, 2015 2:02 PM
To: Matt Gennett
Subject: FW: Regarding Proposed Changes to Maryland Creek Ranch Development

From: Bruce Butler (External)
Sent: Monday, March 09, 2015 1:56 PM
To: Ryan Hyland; Mark Leidal
Subject: Fwd: Regarding Proposed Changes to Maryland Creek Ranch Development

Another one for the record.

Sent from my iPhone

Begin forwarded message:

Resent-From: <bbutler@silverthorne.org>
From: Geise family <awg4@q.com>
Date: March 9, 2015 at 12:58:04 PM MDT
To: <bbutler@silverthorne.org>, <amsandquist@silverthorne.org>, <jbird@silverthorne.org>, <rcamp@silverthorne.org>, <dfowler@silverthorne.org>, <plong@silverthorne.org>, <srichardson@silverthorne.org>
Subject: Regarding Proposed Changes to Maryland Creek Ranch Development

Dear Members of the Silverthorne Town Council:

I understand there is a proposed Amendment to the PUD for Maryland Creek Ranch that will be discussed at the upcoming meeting on Wednesday, March 11, 2015. I am unable to attend that meeting in person, so I am writing this letter to express my views to you as a homeowner in Silverthorne (I reside at 2695 Hunters Knob Road in 3 Peaks). I expect that as our representatives, you will consider my views along with my other fellow citizens and homeowners in considering this important issue.

My understanding

I understand that the proposed Amendment to the PUD will increase the density of the development from 83 units to 240 units on 416 acres. This is a significant increase from what the Town originally approved for Maryland Creek Ranch in its previous actions (a density change from 1 home in 5 acres, to .57 homes/acre). I believe that significant changes such as this should be thoughtfully discussed so that all citizens and residents can be heard. My understanding is that limited public discussion and discourse has occurred to date on this issue.

My View

I oppose this change and increase in density. I ask that the members of the Town Council vote against this amendment. I believe that additional public discussion and debate needs to occur before any changes to the existing density (as originally approved by the Town) are allowed.

my rationale is as follows:

- Increased density will decrease existing property values in 3 Peaks and adjacent areas.
- Increased density will change the character of the area - forever! Currently (and under the original approved development plan) this area was designated as rural residential. Most inhabitants of the area purchased and/or built homes in the area under this requirement and expectation. They were assured that it would continue to be designated as such. I (and my neighbors) built or purchased homes specifically to get away from the type of density that is proposed for Maryland Creek Ranch.
- Increased density will result in increased traffic, noise, pollution (material, and also light pollution) well beyond what is desired by the people who inhabit this area today.
- Increased density will negatively impact wildlife in the area. This will also increase the potential for dangerous and sad interactions between humans and the wildlife (bears, small dogs/cats vs foxes/wild cats, disruption of bird dwellings, elk/deer migration routes, etc.).
- Discussion and debate over the proposed Amendment has not been public enough, nor has there been ample time for all citizens to weigh in and make their views known. At a minimum, additional time and public debate needs to occur prior to voting on this or any other proposed Amendment.

Additionally, the proposed amendment is in direct conflict with many of the design criteria specifically cited in the Town's plans. These criteria are:

- preserve rural ranch open character
- preserve views of the gore range from Highway 9
- **Low density, rural residential (1 dwelling unit per 5 acres)**
- **cluster development in areas not visible from HWY 9**
- Avoid ridge line and steep slope development
- expand and enhance gateway to Silverthorne and the Lower Blue Valley
- Enhance parks trails and opened space in accordance with the Tow Park, Trails and Open Space Plan.
- Preserve existing vegetation
- **Sensitive to wildlife impacts.**

I believe that the proposed Amendment fails to meet several of the criteria (noted in bold above):

- The density has changed significantly as already noted. This alone should be a reason to deny this proposed amendment.
- The proposed development **will** in fact be quite visible from Highway 9. The developer's own digital images show this to be true.
- No wildlife impact studies have been done or made available for review by the public.

As my representatives on the Council, I ask that you deny the proposed amendment. If the Town believes the Amendment should go forward, then I respectfully request that a list of reasons for approving the amendment be provided to the public, and that additional time and public discussion/debate occur prior to final approval so that all points of view may be thoughtfully discussed and considered.

Thank you for your consideration in reading this.

Respectfully submitted,

August Geise
2695 Hunters Knob Road
Silverthorne CO 80498

Matt Gennett

From: Mark Leidal
Sent: Monday, March 09, 2015 8:51 AM
To: Matt Gennett
Subject: FW: Maryland Creek Ranch

From: Bruce Butler (External)
Sent: Monday, March 09, 2015 8:47 AM
To: Ryan Hyland; Mark Leidal
Subject: Fwd: Maryland Creek Ranch

Another one for the record.

Sent from my iPhone

Begin forwarded message:

Resent-From: <bbutler@silverthorne.org>
From: <sjburgert@aol.com>
Date: March 8, 2015 at 6:03:02 PM MDT
To: <bbutler@silverthorne.org>, <amsandquist@silverthorne.org>, <jbird@silverthorne.org>, <rcamp@silverthorne.org>, <dfowler@silverthorne.org>, <plong@silverthorne.org>, <srichardson.@silverthorne.org>
Cc: <michael_abene@yahoo.com>, <leslecoq@yahoo.com>
Subject: Maryland Creek Ranch

Town Council Members;

I am writing regarding the Maryland Creek Ranch Development. My husband and I purchased a home on Game Trail Rd in Three Peaks in 2008. At that time, we were assured that the land to the north of our home would not be developed. Now we understand that Game Trail Rd will become the major thoroughfare for commercial and residential traffic for over 200 homes. We never would have moved to the area under these circumstances – and neither would anyone else....The neighborhood is studded by numerous homes for sale – many have been for sale for years. The construction of this massive development will fundamentally change the character of the area. Since 2008, our property, and those in the area have dropped in value. I foresee a further drop in property values and a steady exit. We have already discussed this with our realtor and were told we cannot expect to sell our home for many years to come. It appears as though you are “robbing Peter to pay Paul”.

Please take into consideration the feelings of the many tax-paying current residents of Three Peaks when making your decision regarding this development.

Thank you,

Susan J. Burgert-Abene , M.D.

Michael V. Abene, M.D.

Matt Gennett

From: Mark Leidal
Sent: Monday, March 09, 2015 8:04 AM
To: Matt Gennett
Subject: FW: Maryland Creek - Subdivision

For the SMCR public record.

-----Original Message-----

From: Bruce Butler (External)
Sent: Saturday, March 07, 2015 8:12 AM
To: Ryan Hyland
Cc: Mark Leidal
Subject: Maryland Creek - Subdivision

It looks like all of the council received these comments, but please include this communication in the record.

-----Original Message-----

From: Anthony Cianflone [<mailto:ab1cianflone@yahoo.com>]
Sent: Friday, March 06, 2015 2:44 PM
To: bbutler@silverthorne.org; plong@silverthorne.org
Cc: rcamp@silverthorne.org; amsandquist@silverthorne.org; jbird@silverthorne.org; dfowler@silverthorne.org
Subject: Maryland Creek - Subdivision

Councilmen;

It has come to our attention that city council wants to allow increased density in this subdivision. We are appalled at the lack of foresight you have given this matter and the fact that you are throwing the current residents that are impacted by this under the bus so the city can get more revenue and tax base.

We recently purchased a home on Game Trail. October 2014. It was meant to be our retirement home. We were aware of the new subdivision but not of this ridiculous increased density. In fact I had a discussion with Russ Camp and mentioned we were considering moving to Silverthorne and Three Peaks but were probably not going to go forward with it, due to the uncertainty of the town/area. We had been former residents of Fox Valley and left for a home in Breckenridge. After speaking with him, he convinced me that Silverthorne was worth a 2nd chance and the Three Peaks area was a great neighborhood with quietness and tranquility of the neighborhood. We took his word, since he lives in the neighborhood, and actually purchased the home.

Now we find out it will be a major thoroughfare for the new large development with almost triple in size of what was on the plat just a few months ago.. I am surprised of the ethics of such a small town council. What else are you willing to sell for city revenue. This part of town is not where high density should be. How about cleaning up HWY 9 in town where density is expected.

The people that live in this area or have second homes do so for its peacefulness. There are plenty of other places in the county to live if we wanted non-stop traffic, noise and pollution.

Thanks for selling out your neighbors. Perhaps the new residents will vote for you all in the next election?
Whats' next...

Anthony and Belinda Cianflone
325 Game Trail
Silverthorne, CO

Matt Gennett

From: Daryll Propp <dpropp@propprealty.com>
Sent: Saturday, March 07, 2015 1:06 PM
To: leslie lecoq; joand820@comcast.net; 2015 8:40:34 PM MST To;; GPA-COLO@comcast.net; karmstrong@sperianprotection.com; aase99@yahoo.com; astridbassett@gmail.com; sbell@cimarex.com; cabeltzer@comcast.net; jolieberry@yahoo.com; blum80@comcast.net; chrisbochan@yahoo.com; lsboeckel@comcast.net; mike@mysummitadvisor.com; u.no.hoo.ab@gmail.com; mkbristow@gmail.com; waynebrunetti@gmail.com; rrutig@comcast.net; epsbyers@gmail.com; pcamjr@yahoo.com; twocampslc@comcast.net; campbell.barbara@gmail.com; lisachang75@gmail.com; ab1cianflone@yahoo.com; cccohlmia@gmail.com; mthandlan@aol.com; bjrdaniel@hotmail.com; tdbjrd@hotmail.com; vdickerson@tpgfw.com; pennie@sassycticflorida.com; ddusen@gmail.com; beryl_edney@yahoo.com; shawna.emarine.isi@gmail.com; priscillaengel@gmail.com; jimernst@pobox.com; jnjestelle@gmail.com; pinkif@aol.com; michellefeavel@gmail.com; acandjf@yahoo.com; LCFobes@yahoo.com; janegans@comcast.net; lauriemgarland@gmail.com; karen240@comcast.net; awg4@q.com; cody@rmscranes.com; pa1co2rv3@msn.com; rcarole1@aol.com; cindygordon2810@gmail.com; sgreenwood174@comcast.net; rgroff42@comcast.net; hamiltonfreund@msn.com; mhardy@michelehardy.com; pahendry@gmail.com; rhertel@majesticrealty.com; larry@cattlehedging.com; dhodgson35@gmail.com; choge@indy.rr.com; ghoge@indy.rr.com; shorn@wyobeam.com; wghorstman@yahoo.com; michhudd@sbcglobal.net; tdandf@yahoo.com; pjohstone123@comcast.net; lynettejjones@msn.com; dickandrobin@comcast.net; cehartford@msn.com; pia.keller@kellercentral.net; nancykeltner@gmail.com; ruditutti@aol.com; mkerst21@aol.com; jaknight@cox.net; John Land Le Coq; Land Lecoq; Calais Le Coq; Chuck Arnold; Harris Sherman; Lorrie Quinn; Kathy Ball; Kim Alie; Darci Groves; Mom & Dad; Gary Kleysteuber; Chris Arnold; K.C. Groves; Dave Rossi; Sarah Arnold; Mike Arnold
Cc: Mglade@inmanflynn.com; Phil Larson; Matt Gennett; charles arnold; Barbara Schneeman; Carol Propp
Subject: RE: Town Council Meeting regarding the increased density on Maryland Creek March 11, 6:00 PM
Attachments: Brochure-03072015115059.pdf
Importance: High

ALL:

My wife Carol and I purchased the land (approximately 6 acres) at 27612 N. Highway 9 Silverthorne, from Leslie's brother Charles Arnold in November of 1992. It took us about two years to get approval from Silverthorne to build our 4600 square foot log home. At first we were delayed because of wet land issues. Then we were delayed because an eagle was spotted at the river building a nest, this delayed it to the following year. We are restricted from having any pets specifically a cat due to the wildlife and birds in the area. What restrictions if any will be imposed on Everist? The home was completed in 1999 (see the attached brochure). About eight years ago the Everist group started their mining project directly across from our home. They were supposedly creating a park for the City of Silverthorne. This was to be finished in two years. Eight years later they are still mining and there is still no park. They just recently received another one year extension without notice and without a hearing. When they started the project I contacted them several times in person and by letters over the past five years complaining of the noise from the constant mining and truck traffic. The ongoing truck traffic causes dirt, dust, jakebraking, and in general is a very dangerous situation, to the overall Summit

County community. Finally, we had enough, and put our home up for sale about seven years ago for \$3.5 million. We now have it listed under \$2 million which is less than we have in it. Potential buyers are very concerned about the Everist projects, now and in the future. The situation has been extremely disturbing to us as we have been unable to get them to satisfy the serious problem! We have also authorized our attorneys to file a lawsuit against the Everist group in the Summit County court. The service will be completed this week. We cannot imagine what this next project of high density, lower level homes will do to our community for the next 15 years of build out! We encourage all of you to stand up to this terrible proposal. Please do what you can to stop this project. Time is running out! Hope to see you all at the meeting at 6pm on March 11th.

Sincerely,

Carol Propp
Daryll Propp

CC: Michael Glade Attorney at Inman Flynn Attorneys at Law
Phil Larson Attorney at Larson Bushell LLC Attorneys at Law
Matt Gennett City of Silverthorne
Charles O. Arnold
Barbara Schneeman

From: leslie lecoq [mailto:leslecoq@yahoo.com]

Sent: Friday, March 06, 2015 12:43 PM

To: joand820@comcast.net; 2015 8:40:34 PM MST To:; GPA-COLO@comcast.net; karmstrong@sperianprotection.com; aase99@yahoo.com; astridbassett@gmail.com; sbell@cimarex.com; cabeltzer@comcast.net; jolieberry@yahoo.com; blum80@comcast.net; chrisbochan@yahoo.com; lsboeckel@comcast.net; mike@mysummitadvisor.com; u.no.hoo.ab@gmail.com; mkbristow@gmail.com; waynebrunetti@gmail.com; rrutig@comcast.net; epsbyers@gmail.com; pcamjr@yahoo.com; twocampslc@comcast.net; campbell.barbara@gmail.com; lisachang75@gmail.com; ab1cianflone@yahoo.com; cccohlmia@gmail.com; mthandlan@aol.com; bjrddaniel@hotmail.com; tdbjrd@hotmail.com; vdickerson@tpgfw.com; pennie@sassy chicflorida.com; ddusen@gmail.com; beryl_edney@yahoo.com; shawna.emarine.isi@gmail.com; priscillaengel@gmail.com; jimernst@pobox.com; jnjestelle@gmail.com; pinkif@aol.com; michellefeavel@gmail.com; acandjf@yahoo.com; LCFobes@yahoo.com; janegans@comcast.net; lauriemgarland@gmail.com; karen240@comcast.net; awg4@q.com; cody@rmscranes.com; pa1co2rv3@msn.com; rcarole1@aol.com; cindygordon2810@gmail.com; sgreenwood174@comcast.net; rgroff42@comcast.net; hamiltonfreund@msn.com; mhardy@michelehardy.com; pahendry@gmail.com; rhertel@majesticrealty.com; larry@cattlehedging.com; dhodgson35@gmail.com; choge@indy.rr.com; ghoge@indy.rr.com; shorn@wyobeam.com; wghorstman@yahoo.com; michhudd@sbcglobal.net; tdandf@yahoo.com; pjohnstone123@comcast.net; lynettejjones@msn.com; dickandrobin@comcast.net; cehartford@msn.com; pia.keller@kellercentral.net; nancykeltner@gmail.com; ruditutti@aol.com; mkerst21@aol.com; jaknight@cox.net; John Land Le Coq; Land LeCoq; Calais Le Coq; Chuck Arnold; Harris Sherman; Lorrie Quinn; Kathy Ball; Kim Alie; Darci Groves; Mom & Dad; Gary Kleysteuber; Chris Arnold; K.C. Groves; Dave Rossi; Daryll Propp; Sarah Arnold; Mike Arnold

Subject: Town Council Meeting regarding the increased density on Maryland Creek March 11, 6:00 PM

Hello Everyone,

To introduce myself my name is Leslie Le Coq and I reside at the North end of Hunters Knob Road.

First of all I want to sincerely thank everyone who attended the planning commission meeting this past Tuesday evening and I want to inform everyone of the Town council hearing that is scheduled for next Wed March 11 at 6:00 PM at the Silverthorne Town Hall.

For those of you who are not aware of the proposed PUD amendment from Maryland Creek Ranch to increase their density from 83 residential units to 240 units I will give a brief outline of events below.

Dec 2005- The town annexed and zoned SMCR (South Maryland Creek Ranch) which consisted of 71 single family residences on 355 acres.

May 2007- MCR brought forth annexation petition to annex an additional 61 acres and to incorporate an additional 12 units into the original SMCR PUD bringing it to 83 single family units on 416 acres. Increasing the acreage and units, but still maintaining a rural residential density of one unit per five acres.

Nov 2007- Major PUD amendment approved based upon its conformance to the Comp Plan using nine site-specific design criteria

- preserve rural ranch open character
- preserve views of the gore range from Highway 9
- **Low density, rural residential (1 dwelling unit per 5 acres) *******
- **cluster development in areas not visible from HWY 9** (according to the photos they presented at Tuesdays meeting where they digitally created images of what it would look like with the homes in place..they did not meet this criteria. The homes are easily seen from HWY 9.
- Avoid ridge line and steep slope development
- expand and enhance gateway to Silverthorne and the Lower Blue Valley
- Enhance parks trails and opened space in accordance with the Tow Park, Trails and Open Space Plan.
- Preserve existing begetation
- **Sensitive to wildlife impacts.*******

In accordance with Town Code Section 4-1-22, a PUD Major Amendment requires a pre application meeting and Final PuD Plan review process. Section 4-4-14 (g) (3) sets forth the criteria for approval of a Final PUD Plan, which is: a) Consistency with the Comprehensive Plan and other Town master plans and standards.

This is very important: When the PUD was approved for the additional 12 units in 2007 it conformed to the Comprehensive Plan and policy guideline contained in (Appendix A: Three-Mile Plan) and maintained an overall density of one unit per five acres. The Comp plan was later updated to the 2014 Comprehensive Plan Update to reflect the annexation of the portion of Maryland Creek Ranch now know as the South Maryland Creek Ranch, and the density numbers (one unit per five acres) were removed.

Which brings us to today.

March 3, 2005 SMCR is seeking final approval of the SMCR PUD major Amendment and requesting a change in density from 83 dwelling units to 240 units, therefore changing the rural residential (which was the original Comprehensive Plan and Master Plan for Development)of one unit to five acres to .57 units per acre and tripiling their density. The public had no knowledge or say in this change to the Comprehensive Plan, which has allowed the removal of rural residential as a requirement and will eventually change the entire character of the land to the North of Silverthorne!!!!!!!!

My opinion: I am in total agreement to individual's property rights, but I feel these changes to the original PUD in 2005 and then again in 2007 were not brought to our attention as neighboring property owners or citizens of Summit County. When I first considered building a home on the meadow where I live now that was once my grandfathers I was aware that someday there was going to be a development across my fence line and on the Maryland Creek Ranch. I met with Joanna Hopkins (MC's development representative) and she showed me all of the development and site plans which consisted of the 71 homes. I did my due diligence and all of my research before proceeding to build. Now nine years later after spending three years in planning and another year in

construction and four years living in my house creating a home for myself and my two daughters, I have come to find out that all the pretenses that I built my home have changed. (Views, wildlife, dark skies, privacy, peacefulness etc..) I truly feel that as the saying goes..the wool has been pulled over our eyes. In the Summit Daily article yesterday. Tom Everist is quoted "we apologize if we didn't do enough to get you involved earlier," but nonetheless we hope we've softened if not totally mitigated the impact of the density change." I honestly feel this was his intended strategy to keep us all in the dark and as quickly as possible get this passed through without public opposition and possible lawsuits. Many of us were not aware of any of this until last Sunday's Summit Daily, then the planning meeting on Tues March 3rd and now we have 8 days from the last meeting until the Council meeting for final approval to even begin to understand this, let alone figure out our thoughts and opinions or even possibly form a group of opposition.

The traffic off of HWY nine onto ranch road, game trail and then hunter's knob is going to change our neighborhood from a peaceful street to a flow of consistent traffic. Tom Everist mentioned the possibility of heavy construction using the North Entrance, but the quickest route to the development is the South end game trail and I'm sure all the sub contractors(dry wall, tile, painters, plumbers, electricians, **landscapers** etc.. etc..), home owners, family members, guests etc.. will be using our street. I did ask Joanna Hopkins about a month ago and she did tell me that game trail is the main entrance for their development.

My property borders their property, therefore I am greatly effected by this increase in density, but you as homeowners in Three Peaks will also be greatly effected by the tripling of homes. We will be faced with traffic, noise, additional snow removal trucks and plows (Just imagine how many snow plows will be needed for 430 homes) headlights not to forget the sight of 3x as many homes, light pollution, our herds of elk, moose and mule deer displaced and just the overall peace and quite of our neighborhood and the beautiful preserved wilderness behind us.

Our property values will also greatly decrease. The appeal of a private, quiet neighborhood will no longer be the case for the homes along Game Trail or Hunters Know. This is going to impact the entire Three Peaks area.

I hope that with this information you will attend the meeting next Wed March 11 at 6:00 and voice your thoughts. I feel we need to make every attempt to have Council deny SMCR proposed amendment of 440 homes and to be held to their existing PUD of 83 homes which conforms to the unupdated rural residential guidelines and master plan. If we allow Tom Everist to adjust density to his desires, what will keep future developers from continuing to do the same. We need to protect not only our neighborhood, but the reason why we all live here in the first place. We need to have a vision of the future that pays what we have ..forward, to our children, future generations, our natural environment and our wildlife. This will set a precedent for all future development in the land North of Silverthorne and the Lower Blue. We will slowly loose our rural ranch land and beauty and we will become an area of urban sprawl. We need to be proactive and stop this irresponsible development creep from happening. As a community we need to work together as a whole to be partners in preservation and forward thinkers and designers of inevitable changes that can be handled in ways that add value to us all and not to the pockets of one individual.

Thank you so much!! Please feel free to respond to me with any other thoughts or concerns. The final approval is Wed, please, let's all pull together for this meeting.

Best Regards,

Leslie



Summit Capital LLC

May 21, 2015

Delivered by electronic mail

Mr. Mark Leidal, Assistant Town Manager mark.leidal@silverthorne.org
Mr. Matt Gennett, Planning Manager mgennett@silverthorne.org
Silverthorne Town Hall
601 Center Circle
Silverthorne, CO 80498

Re: PUD Amendment – South Maryland Creek Ranch Development

Dear Sirs:

Thank you for the opportunity to comment on the South Maryland Creek Ranch ("SMCR") project. I represent the owner of the Eagles' Nest Mountain Ranch, LLC property located at 28112 Highway 9, directly east of the SMCR property.

We have been working closely with Tom Everist's team over the past couple of months while reviewing their proposal for increased density on SMCR, as well as their intent for the remaining 640 acres of county lands to the north. We understand the new vision for the SMCR project and have received Mr. Everist's commitment to maintain the existing density on the county lands in perpetuity. Mr. Everist has also committed not to seek annexation of the county lands by the Town.

For all of the above reasons, Eagles Nest Mountain Ranch and its owners hereby state for the record their support for the South Maryland Creek Ranch PUD amendment as proposed.

We look forward to our continued relationship with the Everist family and South Maryland Creek Ranch.

Sincerely,

Eagles' Nest Mountain Ranch, LLC
William R. Gougér, Manager

{00034985}

**TOWN OF SILVERTHORNE, COLORADO
ORDINANCE NO. 2015-08**

**AN ORDINANCE APPROVING A MAJOR AMENDMENT TO THE
SOUTH MARYLAND CREEK RANCH PLANNED UNIT DEVELOPMENT**

WHEREAS, on December 17, 2005, the Town Council adopted Ordinance No. 2005-17, approving the South Maryland Creek Ranch Planned Unit Development (the "SMCR PUD");

WHEREAS, on November 28, 2007, the Town Council adopted Ordinance No. 2007-22, approving the annexation of an additional 61 acres into the Town;

WHEREAS, also on November 28, 2007, the Town Council adopted Ordinance No. 2007-23, zoning those additional 61 acres PUD and adding those 61 acres into the SMCR PUD;

WHEREAS, on May 16, 2014, pursuant to Section 4-4-14 of the Silverthorne Town Code, the owner of the SMCR PUD submitted an application to amend the SMCR PUD (the "Amendment");

WHEREAS, in part, the Amendment requests an increase in the density of the SMCR PUD from 83 units to 240 units;

WHEREAS, pursuant to Section 4-4-14(4)(b) of the Silverthorne Town Code, the Amendment constitutes a major amendment to the SMCR PUD;

WHEREAS, major amendments to final planned unit development plans are subject to the criteria set forth in Section 4-4-14(g)(3) of the Silverthorne Town Code;

WHEREAS, on March 3, 2015, after a properly noticed public hearing and consideration of the application and other information received, the Town's Planning Commission recommended approval of the Amendment;

WHEREAS, on March 11, 2015, the Town Council opened a properly noticed public hearing on the Amendment, and then continued that public hearing to May 27, 2015; and

WHEREAS, on May 27, 2015, the Town Council reopened the continued public hearing on the Amendment.

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

Section 1. Findings. The Town Council, having reviewed the application for the Amendment, all information and documentation provided, the comments of Town staff, the applicant and the public, and having considered the criteria set forth in Section 4-4-14(g)(3) of the Silverthorne Town Code, makes the following findings:

a. The Amendment is consistent with the Town's 2014 Comprehensive Plan Update by continuing to decrease residential density moving outward from the "Town Core" in an area that abuts private residential and public lands.

b. The Amendment is consistent with the applicable sections of Chapter 4 of the Silverthorne Town Code.

Section 2. Approval. Based on the foregoing findings, the Town Council hereby approves the Amendment, subject to the following conditions:

a. The approval of the Amendment shall not take effect until the Town Council's final approval of a Development Agreement for the development proposed by the SMCR PUD.

b. The approval of the Amendment shall not take effect until the Town Council's final approval of the Second Amended and Restated Water Services Agreement for the development proposed by the SMCR PUD.

c. The applicant shall delete Section 4.2 of the PUD Guide regarding private *Related Road Improvements* and amend the various PUD Guide exhibits referencing those private improvements to reflect this change.

d. The updated comments of the SPORT Committee shall continue to be addressed and incorporated into the development as it proceeds forward in the development review process.

Section 3. Effective Date. This ordinance shall be effective upon adoption at second reading, pursuant to Sections 4.5 and 4.7 of the Silverthorne Home Rule Charter..

READ AND PASSED ON FIRST READING THIS 27TH DAY OF MAY, 2015.

TOWN OF SILVERTHORNE, COLORADO

Bruce Butler, Mayor

ATTEST:

Michele Miller, Town Clerk

ADOPTED ON SECOND AND FINAL READING THIS ____ DAY OF _____, 2015.

TOWN OF SILVERTHORNE, COLORADO

Bruce Butler, Mayor

ATTEST:

Michele Miller, Town Clerk

Approved on first reading: _____

Published by title only: _____

Approved on second reading: _____

Published by title only _____

(with amendments, if amended on second reading):



S O U T H
MARYLAND CREEK
R A N C H

May 21, 2015

Mayor Bruce Butler
601 Center Circle
PO Box 1309
Silverthorne, CO 80498

RE: South Maryland Creek Ranch

Mayor Butler:

On behalf of my team, I would like to thank you for this opportunity to provide an update on our communications over the past several weeks. At our March 11th hearing, we were asked by members of Council and yourself to engage the public and continue discussions about the project. During that time, we held eight meetings with neighborhoods, organizations and several meetings with individuals to discuss the project as well as a community wide public meeting on April 22nd advertised in the Summit Daily News for six days.

What we have learned in these discussions is that the density is the initial concern but upon further discussion, the real concerns lie in the impacts that will result due to the increased density in the form of traffic, development to the north, effects on wildlife and views. We have focused very strongly on mitigating these density related impacts and feel that we have made some very strong improvements to the plan to address these matters.

Traffic

We retained the services of another traffic engineer to provide a peer review of our traffic study presented in March. This memo is attached and validates the findings of the traffic study and further clarifies the number of vehicles anticipated that will utilize the Three Peaks entrance. From a density comparison perspective, the estimated number of trips associated with the previous 83 unit plan was 25 during peak hour. With the relocated main entrance and 240 unit plan, the estimated number of peak hour trips will be the same. Some other ideas were also discussed to encourage residents to use the main entrance. We will propose mailbox clusters and newspaper kiosks at the main entrance and shifted our phasing to begin in the middle of the community to train residents to use the main entrance. In order to enforce construction traffic and collect real-time residential traffic counts, a surveillance camera will be installed along Maryland Creek Trail.

North Maryland Creek Ranch

Upon approval of the proposal, the Everist family will place a covenant on the 640 acres to the north of SMCR to permanently disallow current or future owners from annexing any or all of that property to

the town of Silverthorne as well as maintain a minimum of one unit per twenty acre density.

Wildlife

Throughout the planning process for this property, we have taken several steps to be sensitive to wildlife impacts. The existing natural vegetation will be preserved throughout the 259 acres of open space as well as on areas within residential properties outside of the lot coverage/building envelope area. Based on comments and a site visit with the Division Managers of the Colorado Parks & Wildlife, this proposal incorporates 15 additional mitigation measures identified to ensure the least amount of disturbance to wildlife. We will also propose to enlarge and preserve a critical wildlife corridor by reducing the number of homes in the southeast corner.

Views

To further protect views from our neighbors at Three Peaks, we have established a 10 acre neighborhood buffer at our shared corner and will propose a home layout similar to the 83 lot plan in the southeast corner during the subdivision process. This change will result in a view exactly the same as the currently approved 83 lot plan.

We feel that through this time spent working with our neighbors, we have mitigated all of these concerns and the project will truly be better for it. We do realize that there are other opinions and positions about what should be done on this land and all of these measures will not align with those opinions. I continue to stand by this proposal because it will truly enhance Silverthorne and will be an asset to this community now and into the future.

Thank you for your consideration and I look forward to presenting this information on May 27th.

Sincerely,

SOUTH MARYLAND CREEK RANCH, LLC

A handwritten signature in black ink, appearing to read "Tom Everist". The signature is stylized and cursive.

Tom Everist
Manager

Attachment Traffic Peer Review dated May 19, 2015



LSC TRANSPORTATION CONSULTANTS, INC.

1889 York Street
Denver, CO 80206
(303) 333-1105
FAX (303) 333-1107
E-mail: lsc@lscdenver.com

May 19, 2015

Ms. Joanna Hopkins
Maryland Creek Ranch
jhopkins@marylandcreekranch.com

Re: South Maryland Creek Ranch
Traffic Impact Peer Review
Silverthorne, CO
LSC #150440

Dear Ms. Hopkins:

We have reviewed the March 4, 2015 *South Maryland Creek Ranch Traffic Impact Memorandum* (Memo) by McDowell Engineering, LLC. The Memo considered two separate travel time scenarios - one assuming vehicles traveling through the adjacent Three Peaks development would travel at an average speed of about 20 mph based on travel times recorded in the field - and the other assuming the average travel speed would be the posted speed limit of 25 mph. It is worth noting the second scenario was added based on a request from Planning Commission.

SUMMARY OF THE MEMORANDUM

Scenario 1 - 20 mph Through Three Peaks Development

This scenario estimated about 97 percent of future site residents would find it more convenient to travel north to SH 9 and about three percent would find it more convenient to pass through the adjacent Three Peaks development to access SH 9. The three percent assumption would relate to about three to four vehicles during the peak-hour with 70 percent seasonal homes and about six to eight vehicles during the peak-hour with all full-time residents.

Scenario 2 - 25 mph Through Three Peaks Development

This scenario estimated about 65 percent of future site residents would find it more convenient to travel north to SH 9 and about 35 percent would find it more convenient to pass through the adjacent Three Peaks development. The 35 percent assumption would relate to about 30 to 42 vehicles during the peak-hour with 70 percent seasonal homes and about 60 to 78 vehicles during the peak hour with all full-time residents.

COMMENTARY ON ANALYSIS

Typically it is more accurate to base travel times on field measurements rather than on the posted speed limit. This is the likely reason the initial Memo only considered the scenario based on actual recorded travel times. For this reason we feel the 35 percent estimate in Scenario 2 is too high and feel 20 percent would be a more appropriate conservative estimate as it assumes site vehicles are still traveling faster through Three Peaks than the travel time study would indicate. For this reason we feel the most likely range of expected vehicles passing through Three Peaks would be three percent on the low end and about 20 percent on the high end.

With 70 percent seasonal homes this would relate to a range of three to 24 vehicles passing through Three Peaks during the peak-hour. With all full-time residents this would relate to a range of six to 45 vehicles passing through Three Peaks during the peak-hour.

The number of peak-hour vehicles passing through the Three Peaks development is expected to typically be between three and 24 vehicles during the peak-hour. Higher volumes of 25 to 45 vehicles are only expected to occur when the number of occupied homes within the site exceeds the typical 30 percent experienced for similar projects in the area.

There are a few factors other than travel time that will affect which SH 9 access is used. The mail kiosk will be located near the northern access and the initial roadway layout and home construction is proposed to favor the northern access both of which should help establish a travel plan via the northern access. In addition, the applicant has agreed to implement traffic calming measures if appropriate.

COMPARISON TO PREVIOUS DEVELOPMENT PLAN

The commentary above estimates a range of three to 24 peak-hour site-generated trips could impact the adjacent Three Peaks development with an assumption of 70 percent seasonal homes and 30 percent full-time residents. A review was also completed of the June 19, 2007 *Revised South Maryland Creek Ranch TIA* (2007 TIA) by LSA Associates, Inc. The assumed land use was 82 homes, one caretaker unit, four lodging units, and 25 accessory dwelling units. The 2007 TIA estimated between 25 and 32 peak-hour trips could have impacted the Three Peaks development based on an assumption of 50 percent seasonal homes and 50 percent full-time residents. These projected impacts would reduce to a range of about 22 to 27 peak-hour trips if a 70 percent seasonal home assumption is used to be consistent with current assumptions. This suggests the impact to the Three Peaks development from the currently proposed site should be similar to that estimated from the 2007 TIA.

* * *

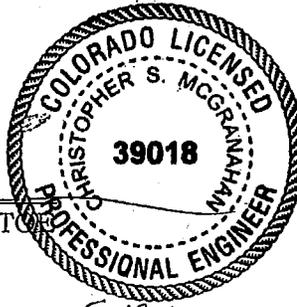
We trust that our findings and recommendations will assist in the planning of the proposed development. Please call if we can be of further assistance.

Respectfully submitted,

LSC Transportation Consultants, Inc.

By: _____

Christopher S. McGranahan, P.E., PTO



CSM/wc

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Town of Silverthorne
Town Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager *RH*
Mark Leidal, AICP, Assistant Town Manager
FROM: Matt Gennett, AICP, Planning Manager *MG*
DATE: May 22, 2015, for the meeting of May 27, 2015
SUBJECT: South Maryland Creek Ranch Development Agreement

SUMMARY: Attached for discussion purposes is the South Maryland Creek Ranch Development Agreement, dated May 21, 2015. Should Council choose to approve Ordinance No. 2015-08, on First Reading at the meeting of May 27, 2015, staff will prepare a Resolution to approve the Agreement for the meeting of June 10, 2015.

ATTACHMENTS:

Exhibit A: South Maryland Creek Ranch Development Agreement, May 21, 2015

MANAGER'S COMMENTS:

South Maryland Creek Ranch
DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (the "Agreement") is voluntarily made and entered into as of the ____ day of _____, 2015, by and between the Town of Silverthorne, Colorado, a Colorado home rule municipality (the "Town"), and Maryland Creek Ranch, LLC and its successors and assigns (the "Property Owner") (each individually a "Party" and collectively, the "Parties").

A. The Property Owner intends to develop the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the "Property"), which Property was annexed to the Town in 2007 and remains within the Town's boundaries.

B. On December 14, 2006, the Parties entered into an Annexation and Development Agreement (the "2005 Annexation Agreement") for the South Maryland Creek Ranch property. The 2005 Annexation Agreement was recorded with the Summit County, Colorado Clerk and Recorder under Reception Number 812205 on January 13, 2006.

C. On November 28, 2007, the Town and the Property Owner entered into an Amended and Restated Annexation and Development Agreement (the "2007 Amended Agreement"), for the South Maryland Creek Ranch property. The 2007 Amended Agreement was recorded with the Summit County, Colorado Clerk and Recorder under Reception Number 876090 on December 14, 2007. This 2007 Amended Agreement replaced and superseded the 2005 Annexation Agreement.

D. On November 10, 2009, the Town and the Property Owner entered into a First Amendment to the Amended and Restated Annexation and Development Agreement (the "2009 First Amendment"), for the South Maryland Creek Ranch property. The 2009 First Amendment was recorded with the Summit County, Colorado Clerk and Recorder under Reception Number 927774 on December 4, 2009. This 2009 First Amendment amended specific paragraphs of the 2007 Amended Agreement.

E. On November 9, 2011, the Town and the Property Owner entered into a Second Amendment to the Amended and Restated Annexation and Development Agreement (the "2011 Second Amendment"), for the South Maryland Creek Ranch property. The 2011 Second Amendment was recorded with the Summit County, Colorado Clerk and Recorder under Reception Number 980867 on December 2, 2011. This 2011 Second Amendment amended specific paragraphs in the 2007 Amended Agreement and the 2009 Amended Agreement.

F. On December 12, 2012, the Town and the Property Owner entered into a Third Amendment to the Amended and Restated Annexation and Development Agreement (the "2012 Third Amendment") for the South Maryland Creek Ranch property. This 2012 Third Amendment amended paragraph 9 of the 2007 Amended Agreement.

G. On October 22, 2014, the Town and the Property Owner entered into a Fourth Amendment to the Amended and Restated Annexation and Development Agreement (the "2014 Fourth Amendment") for the South Maryland Creek Ranch property. The 2014 Fourth Amendment was recorded, as part of a single recording consisting of 3 documents, with the Summit County, Colorado Clerk and Recorder under Reception Number 1071997 on December 12, 2014. The 2014 Fourth Amendment amended four November 28, 2014 deadlines and one December 14, 2012 deadline set forth in the 2007 Amended Agreement to November 28, 2015.

H. The Property Owner and the Town desire to enter into a new agreement to supersede and replace the 2007 Amended Agreement, the 2009 First Amendment, the 2011 Second Amendment, the 2012 Third Amendment and the 2014 Fourth Amendment.

I. While the original plan of development of the Property proposed 83 lots, the Property Owner now desires to increase the density of the development to 240 lots, and the Town agrees to consider that density, subject to this Agreement and its quasi-judicial review process.

J. In connection with the increase in density, the Property Owner has submitted an updated economic impact analysis from BBC Research & Consulting dated April 13, 2015 (the "Economic Analysis")

K. On _____, 2015, the Property Owner submitted initial planning documents for the Development (the "Planning Documents"), which are subject to quasi-judicial review by the Town Council. Nothing in this Agreement is intended to waive or abrogate the Town's quasi-judicial review process.

L. The current plan for development of the Property is more particularly described in the Planning Documents (the "Development").

NOW, THEREFORE, in consideration of the foregoing recitals, the Town and the Property Owner hereby agree as follows:

1. **Purpose.** The purpose of this Agreement is to set forth the terms and conditions to be met by the Property Owner for the Development. Unless otherwise expressly provided to the contrary herein or in the Planning Documents, all conditions contained herein are in addition to any and all requirements of the Town of Silverthorne Zoning Ordinance and Subdivision Regulations, as amended, any and all state statutes, and other sections of the ordinances of the Town. Compliance by the Property Owner with the requirements hereof shall relieve the Property Owner of any obligation to make further public land dedications or payments, with the exception of such fees and/or dedications (for example, application, processing and permitting fees, easements, and other customary dedications), as a part of the platting process and which are common to subdivision review generally.

2. **Effective Date and Term.** The Effective Date of this Agreement shall be the 31st day after the effective date of the Town ordinance approving the Planning Documents. The

term of this Agreement shall commence on the Effective Date and shall terminate on December 31, 2030.

3. **Water Services.**

a. **Water Rights; Construction of Lines:** The Town will provide water service to the Property in accordance with the terms of a Second Amended and Restated Water Service Agreement executed in connection herewith, as the same may be from time to time amended by the Town and the Property Owner, provided that the Property Owner complies with the terms of such Second Amended and Restated Water Service Agreement and constructs to Town Standards those water lines and facilities that are necessary to service the land use proposed for the Property.

b. **System Development (tap) Fees:** The Parties agree that the owner of each lot within the Development shall be required to pay the Town's water system development fee which is current at the time application for building permit is made. This requirement shall be paid by the applicant for building permit for each lot within the Development prior to building permit issuance. No owner of any lot within the Development may assign or transfer any portion of the EQR's purchased by such owner and assigned to such lot. Substantially the text of this paragraph shall be included on the recorded plat of the Development.

c. **Oversized Water Facilities:** The Property Owner will provide a location for a 330,000 gallon water tank on the Property, pay the cost of construction, including connection to the Town's water system, and complete the water tank within 180 days after building permits have been issued for residences requiring 112.3 EQRs. If the Town desires for the water tank to have a capacity of greater than 330,000 gallons, the Town will be responsible for all costs of design and construction related to such increased capacity.

4. **Sewer Services.**

a. **General; Construction of Lines:** The Town will provide sewer services to the Property if the Property Owner satisfies all requirements of the Town, including, but not limited to, the construction of sewer and wastewater treatment lines and facilities to Town Standards necessary to service the land use proposed for the Property.

b. **System Development (tap) Fees:** The Parties agree that the owner of each lot within the Development shall be required to pay the Town's sewer system development fee which is current at the time application for building permit is made. This requirement shall be paid by the applicant for building permit for each lot within the proposed development prior to building permit issuance. No owner of any lot within the Development may assign or transfer any portion of the EQR's purchased by such owner and assigned to such lot. Substantially the text of this paragraph shall be included on the recorded plat of the Development.

c. Sewer Opportunity Fees. The Property Owner has paid Sewer Opportunity Fees in the total amount of \$199,200.00, based on 112.3 EQRs for the 83 lots originally permitted by the 2007 Amended Agreement. On the Effective Date, the Property Owner has amended its plan to include 240 lots in the Development. The 240 lot plan represents an additional 182.2 EQRs, which would represent an additional \$356,255 in Sewer Opportunity Fees at the current rate, and the Property Owner agrees to and will pay the full amount required for 182.2 EQRs at the then current rate after building permits have been issued for residences requiring the 112.3 EQRs for which the Sewer Opportunity Fees have already been paid and before any additional building permits are issued.

d. Sewer Line & Lift Station Construction. The Property Owner shall construct a sewer line and lift station from the Property to the existing main sewer line installed to serve portions of Eagle's Nest ("Existing Main"). Because the Town has determined that the size of the Existing Main is inadequate to serve the Property, the Property Owner shall also be responsible for its *pro rata* share of providing a new sewer main along Highway 9 to replace the Existing Main (the "New Main"). The Town and the Property Owner have determined that the estimated EQRs for the Property will total 294.5 and the Town has determined that the EQRs for the portions of Eagles Nest that are or would be served by the Existing Main total 87.6, which represents 22.93% of the total EQRs currently anticipated to be served by the New Main. The Property Owner will construct the New Main when it constructs the sewer line and lift station from the Property, all of which work must be completed prior to the issuance of any certificates of occupancy for residences within the Property or the sale of any lots within the Property. The Town agrees to pay 22.93% of the actual cost incurred by the Property Owner to design and install the New Main at such time as the work is completed.

5. Public Park. At such time as 90 of the lots in the Development have been improved with residences and final certificates of occupancy issued, the Property owner shall convey to the Town a minimum of 20 acres for a public park in the location shown in the Planning Documents.

6. Park and Other Improvements. The Property Owner shall construct all horizontal and vertical park improvements as shown in the Planning Documents. The deadline for completion of such improvements shall be the date on which 50% of the developable lots, as shown on the Planning Documents, have been sold to individuals or entities not affiliated with the Property Owner.

7. In-kind Services. For purposes of this Agreement, the term "in-kind services" shall mean construction of or provision of materials for agreed upon improvements by the Property Owner. The Town shall ask the Property Owner if in-kind services will be provided, and if not, the Property Owner will pay cash. If the Property Owner chooses to provide in-kind services, such services shall be provided only pursuant to a contract between the Property

Owner and the Town. The value assigned to in-kind services shall be the dollar amount which would be expended by the Town to contract for the same work or materials.

8. **Trail Connections.** The Property Owner shall design and construct all trails and trail links described in the Planning Documents, in the locations shown on the Planning Documents and at the times set forth in the Planning Documents. Upon final acceptance by the Town, the Town shall maintain the public trail within the Town Park, to the same standards as other Town-owned trails. All other trails on the Property shall be owned and maintained by the South Maryland Creek Homeowners' Association to the same standards as Town-owned trails. Subject to obtaining all required approvals, including approval from the U.S. Forest Service, the Property Owner shall design and construct, in conjunction with the U.S. Forest Service, a trail connection from the Vendette drainage on the Property to the Gore Range Trail. This trail connection shall be completed when the Vendette drainage trail connection is completed, and shall be maintained by the South Maryland Creek Homeowners' Association.

9. **Public Works Facility.** The Property Owner shall pay to the Town \$500,000 in cash or in-kind contributions for the construction of a new Public Works facility. The Town shall require such payment to be made upon issuance of the building permit for the new Public Works facility. This obligation shall expire on December 31, 2017 if the building permit for the new Public Works facility has not been issued by that date.

10. **Affordable Housing.** As additional support for affordable housing, the Property Owner agrees that the impact fee imposed throughout Summit County that currently expires on December 31, 2016 will continue in full force and effect with respect to the construction of residences on the Property until the initial construction of residences on all of the lots approved for the Property is completed, if such impact fee is not reauthorized by the voters of Summit County. If such impact fee or similar fee is reauthorized or imposed by the voters of Summit County and is applicable to the construction of residences in the Town, the obligations to pay the impact fee hereunder shall cease.

11. **Roads and Road Connections.**

a. The Property Owner will construct all the roads, public and private, to the standards and as shown in the Planning Documents. In addition, the Property Owner agrees that the main entry road shall be completed as part of the completion of the infrastructure and roads of the first phase of Development. Upon completion of construction the public roads or phases thereof and acceptance by the Town as being in compliance with Town requirements for public roads the Town will assume full responsibility for maintenance, subject to such warranty as is applicable to Town acceptance of completed roads.

b. The Property Owner shall construct a public road connection, including a 60' right-of-way and a local road, from the terminus of Hunter's Knob Road in Eagles Nest Golf Course Filing No. 2 to a public road on the Property. The road connection shall meet applicable Town standards.

c. The Property Owner shall construct the acceleration and deceleration lanes and any other improvements required by the Colorado Department of Transportation ("CDOT") on Highway 9 at the main entrance to the Property. Said improvements shall meet applicable CDOT standards, and completion of such improvements shall be a condition of approval of the first Final Plat for the Property.

12. **Real Estate Transfer Assessment.** The Property Owner shall pay a Real Estate Transfer Assessment of 1%, which shall be subject to an amended Real Estate Transfer Covenant, which shall replace the existing 2% Real Estate Transfer Covenant. The amended or restated Real Estate Transfer Covenant shall be executed and recorded with the Summit County, Colorado Clerk and Recorder before the first final subdivision plat is recorded. The

13. **Estate Lot Impact Fee.** The Property Owner agrees that the lots to be created on the Property within Estate Lot Area 1A as provided for in the Planning Documents (the "Estate Lots") will be subjected to an impact fee of \$2.00 per square foot of finished residential space payable to the Town prior to the issuance of each building permit for an Estate Lot. Such impact fee will be provided for in an Estate Lot Impact Fee Covenant to be prepared by the Property Owner, approved by the Silverthorne Town Attorney (the "Town Attorney") and recorded prior to the recording of the first subdivision plat creating an Estate Lot.

14. **Lot Sale Fee.** The Property Owner agrees to pay the Town, at the time of the initial sale of Lot 84 to a *bona fide* third party purchaser by the Property Owner (or any entity affiliated with or related to the Property Owner), and continuing through the sale of Lot 240 to a *bona fide* third party purchase by the Property Owner (or any entity affiliated with or related to the Property Owner), a fee of \$4,000 per lot. Subsequent to the Effective Date, but prior to the initial sale of Lot 84, the Parties will determine an appropriate method to ensure the payment of the Lot Sale Fee to the Town.

15. **Applicable Standards and Regulations.** The Property Owner shall complete the Development in accordance with this Agreement, applicable Town ordinances and regulations, and applicable state and federal law. The Town shall allow and permit the Development upon the submission of proper applications and fees. If the Planning Documents are silent on a matter, the Silverthorne Town Code and associated Town standards shall control.

16. **Special District.** The General Improvement District formed pursuant to Section 21 of the 2007 Amended Agreement shall be dissolved at the expense of the Property Owner at such time as the Property Owner has formed a single metropolitan district for the entire Property (the "Metro District") pursuant to a service plan approved by the Town (the "Service Plan"). The Service Plan shall comply with the Town Code in all respects. The annual amount payable to the Town for reimbursement of expenses incurred by the Town for services provided to the Development shall be adjusted annually by the Town, but in no event shall the amount exceed such amount as will be generated by a levy of 12 mills, and under no circumstances shall the Metro District impose more than 57 total mills.

17. **Homeowners' Association.** The Property Owner shall create the South Maryland Creek Homeowners' Association (the "HOA"), which shall be responsible for the enforcement of the Declarations and Covenants for South Maryland Creek Ranch and the Architectural Standards for the Development. The HOA shall also be responsible for the repair and maintenance of: any unique lighting in the Development; any unique signage for the Development; all trails not maintained by the Town; all private roads shown on the Planning Documents; and all other items beyond Town standards.

18. **Limitation on Number of Units.** The number of units or lots permitted on the Property shall not exceed 240, as more fully provided for in the Planning Documents.

19. **Vested Rights.** Pursuant to C.R.S. § 24-68-101, *et seq.*, the Property Owner shall have a vested right to undertake the Development on the terms and conditions set forth in the approved Planning Documents, from the Effective Date until December 14, 2030.

20. **Mining.** Subject to applicable law, the Town shall not enact or enforce taxes or fees on the acts of mining, extraction of minerals or reclamation of the Property.

21. **Annual Meeting.** The Town and the Property Owner acknowledge that their continued collaboration is necessary to create a unique and successful Development. Each year, the Town and the Property Owner shall meet to discuss the progress of the Development and other matters as they deem appropriate.

22. **Remedies.**

a. **Property Owner.** The Property Owner's remedies against the Town for the Town's breach of this Agreement are limited exclusively to breach of contract. In no event shall the Property Owner be entitled to economic damages, lost profits, consequential damages or punitive damages of any kind.

b. **Town.** The Town's remedies against the Property Owner for the Property Owner's breach of this Agreement include without limitation: the refusal to issue any building permit or certificate of occupancy; the revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit issued to a third party; a demand that any security given for completion of a public improvement be paid; and any other remedy available at law.

23. **Notices.** All notices required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the following addresses of the Parties. All notices so given shall be considered effective on the earlier of actual receipt or 72 hours after deposit in the U.S. Mail. Either Party by notice so given may change the address to which future notices shall be sent. :

To the Town: Ryan Hyland, Town Manager
Town of Silverthorne
601 Center Circle
P.O. Box 1309
Silverthorne, CO 80498

With a required copy to: Mark Leidal, Assistant Town Manager and Director of Planning
Town of Silverthorne
601 Center Circle
P.O. Box 1309
Silverthorne, CO 80498

To the Property Owner: Thomas S. Everist
Maryland Creek Ranch, LLC
200 East 10th St., Suite 203
Sioux Falls, SD 57104

With a required copy to: Joanna Hopkins
Maryland Creek Ranch
P.O. Box 1609
Silverthorne, CO 80498

25. **Integration.** This Agreement represents the entire agreement between the parties hereto with respect to the subject matter hereof, and all prior or extrinsic agreements, understandings or negotiations shall be deemed merged herein. As noted above, the Parties intend that this Agreement shall supersede all of the prior agreements listed in the recitals, and the Parties expressly acknowledge that any obligations under those prior agreements that remain outstanding are re-stated in this Agreement.

26. **Recording.** This Development Amendment shall be recorded with the Clerk and Recorder for Summit County, Colorado following its approval by the Town and execution by the Town and the Property Owner.

27. **Binding Effect.** This Agreement shall inure to the benefit of and be binding on the Parties and their lawful successors and assigns, including all the purchasers and subsequent owners of any lots or parcels within the Property.

28. **Contingency; No Debt.** Pursuant to Article X, § 20 of the Colorado Constitution, any financial obligation of the Town under this Agreement are specifically contingent upon

annual appropriation of funds sufficient to perform such obligation. This Agreement shall never constitute a debt or obligation of the Town within any statutory or constitutional provision.

29. **Governmental Immunity.** Nothing herein shall be construed as a waiver of any protections or immunities the Town and its officials, representatives, attorneys and employees may have under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*, as amended.

30. **Rescission without Penalty.** Notwithstanding any other provision of this Agreement, should the Town fail to approve any of the Planning Documents, either Party shall be entitled to rescission of this Agreement without any penalty whatsoever. Should the Town approve the Planning Documents, but any of the approvals are challenged by referendum or other legal action, either Party shall be entitled to rescission of this Agreement without any penalty whatsoever.

31. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and venue for any legal action arising out of this Agreement shall be in Summit County, Colorado.

32. **No Third Party Beneficiaries.** No third party is intended to or shall be a beneficiary of this Agreement, nor shall any third party have any rights to enforce this Agreement in any respect.

33. **No Joint Venture or Partnership.** No form of joint venture or partnership exists between the Parties, and nothing contained in this Agreement shall be construed as making the Parties joint venturers or partners.

34. **Severability.** If any provision of this Agreement is determined to be void by a court of competent jurisdiction, such determination shall not affect any other provision hereof, and all of the other provisions shall remain in full force and effect.

35. **Further Assurances.** Each Party shall execute and deliver to the other all such other instruments and documents reasonably necessary to carry out this Agreement.

36. **Waiver.** No provision of this Agreement may be waived to any extent unless and except to the extent the waiver is specifically set forth in a written instrument executed by the Party to be bound thereby.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date.

TOWN OF SILVERTHORNE, a Colorado home rule municipality

Bruce Butler, Mayor

ATTEST:

Michelle Miller, Town Clerk

MARYLAND CREEK RANCH, LLC.

Thomas S. Everist, Manager

STATE OF SOUTH DAKOTA)
) SS.
COUNTY OF MINNEHAHA)

Acknowledged, subscribed, and sworn to before me this ____ day of _____, 2015, by Thomas S. Everist as Manager of Maryland Creek Ranch, LLC.

WITNESS my hand and official seal.

My commission expires: _____

Notary Public

EXHIBIT A

Legal Description of Property

TRACTS 1R, 2 AND 3R, SOUTH MARYLAND CREEK RANCH – FIRST AMENDMENT, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD ON THE 26TH DAY OF MARCH, 2015 AT RECEPTION NO. 1078868, SUMMIT COUNTY, COLORADO,

and

TRACT B, OX BOW RANCH, ACCORDING TO THE PLAT THEREOF FILED FOR RECORD ON THE 26TH DAY OF MARCH, 2015 AT RECEPTION NO. 1078869, SUMMIT COUNTY, COLORADO

Town of Silverthorne
Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Ryan Hyland, Town Manager *RH*
Mark Leidal, Assistant Town Manager; *ML* Matt Gennett, Planning
Manager; Bill Linfield, Public Works Director;
FROM: Zach Margolis, Utility Manager
DATE: May 21, 2015, for meeting of May 27th, 2015
SUBJECT: Second Amended and Restated Water Services Agreement between
the Town and South Maryland Creek Ranch

SUMMARY: This proposed Water Services Agreement revises the existing Amended and Restated Water Service Agreement (WSA). It reflects the increase in water rights to be dedicated to the Town to provide for the proposed increase in density. It also provides methodology for dealing with replacement of non-irrigation season return flows, if required by the Water Court, and, at the request of the Town, the provision regarding Attorney's Fees and Costs has been eliminated.

BACKGROUND:

Silverthorne Town Code, Article III, Section 4-3-1, states that the Town shall require, "...as a condition of annexation, dedication to the Town of water rights ...sufficient to serve the land proposed to be annexed according to existing or proposed uses and densities." And, "... The Town shall determine the quantity and quality of water rights required...". While this property is already within the Town, the applicant has agreed to modify the WSA using the same methodology as was used during the annexation process in 2005.

PREVIOUS COUNCIL ACTION: Council approved the original Maryland Creek Ranch WSA in 2005. The Amended and Restated WSA in November of 2007, which was subsequently amended in November of 2012 and October of 2014.

DISCUSSION: Working with the Town Staff, the Town Water Rights Attorney and the Town Water Rights Engineer, the applicant has prepared and provided the attached "Water Requirements Analysis" which shows the calculations for indoor, outdoor, and community irrigation. The Maryland No. 2 Water Rights, proposed to be dedicated for all uses except the future park, are the most senior continuously used agricultural rights in the State of Colorado. Because these are irrigation season only rights, the Town and Applicant have previously agreed to dedicate 150% of the calculated water rights required for the project, less the park irrigation. This factor is also used in this WSA. The park irrigation water rights dedication comes from the McKay Ditch, which is also very senior.

ATTACHMENTS:

1. Second Amended and Restated Water Services Agreement
2. Exhibit B, South Maryland Creek Ranch Projected Water Demands and Consumptive use

Town of Silverthorne
Council Agenda Memorandum

MANAGER'S COMMENTS:

SECOND AMENDED AND RESTATED WATER SERVICE AGREEMENT

THIS SECOND AMENDED AND RESTATED WATER SERVICE AGREEMENT is made and entered into this _____ day of _____, 2015, by and between **MARYLAND CREEK RANCH, LLC**, a South Dakota limited liability company (hereinafter referred to as "the Developer") and **THE TOWN OF SILVERTHORNE**, a Colorado municipal corporation, (hereinafter referred to as "the Town"), collectively sometimes referred to as "the Parties".

WITNESSETH:

WHEREAS, the Parties are also the parties to that certain Amended and Restated Water Service Agreement dated November 28, 2007, recorded in the real property records of Summit County, Colorado on December 14, 2007, at Reception No. 876093, as amended by First Amendment dated November 14, 2012, recorded in the real property records of Summit County, Colorado on _____, 2012 at Reception No. _____, and Second Amendment dated October 22, 2014, recorded in the real property records of Summit County, Colorado on _____, 2014 (collectively, the "2007 Agreement");

WHEREAS, the 2007 Agreement related to water rights dedication and service to approximately 416 acres of land that had been annexed into the Town in 2007 and that is described on Exhibit A attached hereto (the "Subject Property");

WHEREAS, the Subject Property has not yet been developed and Developer's development plans have changed resulting in necessary changes to the water dedications and service commitments set forth in the 2007 Agreement;

WHEREAS, the Parties desire to amend and restate the 2007 Agreement in its entirety and set forth their agreement concerning water rights dedication, projections of water demand and a current commitment by the Town for water service for the development of the Subject Property.

NOW, THEREFORE, in consideration of the mutual promises hereinafter contained and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. Water Demand Studies. In compliance with the Town Water Rights Dedication Ordinance, Chapter 4, Article III, Section 4-3-1(5) of the Silverthorne Municipal Code ("the Ordinance"), Developer has submitted to the Town engineering reports analyzing the water demands of the proposed development on the Subject Property. The original such report was submitted to the Town in September, 2005, and subsequently revised and submitted to the Town on or about October 28, 2005, November 14, 2005, and November 2, 2007. The Developer has submitted a revised engineering report dated February 5, 2015 reflecting the new development plan for the Subject Property, as revised May 11, 2015 (the "2015 Analysis"). The 2015 Analysis provided by Developer addresses the projected water demands for the proposed development and is set forth in the table attached hereto as Exhibit B. The Town intends to supply potable water for all components of the development from the Town's potable water system.

2. Water Rights Dedication for Potable Water Demands.

A. The proposed development will have year-round water requirements. However, the Developer is proposing to dedicate water rights to the Town that can be diverted only during

the historical irrigation season. The Parties have agreed therefore, that the Developer shall dedicate to the Town water rights representing a historic consumptive use in the amount 150% of the annual potable water requirements of the development, except for the irrigation water requirements of the Park. Within ten (10) days following entry of a final decree in the Change Case described in paragraph 5, below, Developer shall dedicate to the Town 15.29 acre feet per year of the historic consumptive use attributable to the water right decreed to the Maryland No. 2 Ditch and a *pro rata* share of the diversion rate decreed to the said Ditch. This dedication is equal to the 7.50 (5.00 times 150%) acre feet of consumptive use associated with the Indoor Uses described on Exhibit B, plus 7.79 (5.19 times 150%) acre feet associated with the Outdoor Uses described on Exhibit B (exclusive of the Park Irrigation water described therein and discussed in Section 3 below) together with a *pro rata* share of the diversion rate decreed to the Maryland No. 2 Ditch. The dedication shall also include a dry-up covenant on the acreage on which the said 15.29 (7.50 plus 7.79) acre-feet per year was historically consumed. The exact amount of such dry-up acreage will be based on the final determination of the water court pursuant to the decree in the Change Case contemplated in paragraph 5, below. The dedication shall be in accordance with the Town's Ordinance and all documents, including without limitation, the dry-up covenant, shall be satisfactory to the Town Attorneys. The dedication shall be by special warranty deed accompanied by an attorney's title opinion, on which the Town can rely, stating that the Developer owns good and marketable title to the water rights proposed for dedication, and the acreage subject to the dry-up covenant, free and clear of all encumbrances, subject only to such matters as may be acceptable to the Town.

B. The Developer has previously posted with the Town a letter of credit, in a form acceptable to the Town, in the amount of \$610,000 to guarantee performance of its obligations under the 2007 Agreement. This guarantee will continue under this Second Amended and Restated Water Service Agreement. To guarantee its additional obligations under this Second Amended and Restated Water Service Agreement, Developer shall post with the Town an additional letter of credit, in a form acceptable to the Town, in the amount of \$154,500 (\$50,000 times 3.09 acre-feet (15.29 less 12.2 acre-feet), for total security in the amount of \$764,500. In the event (1) the Developer fails to provide such water rights, or (2) the water rights provided are not sufficient to meet the demands and consumptive use requirements of the proposed development as described in paragraph 1, above, the Town may collect under the above letter(s) of credit the sum of \$50,000 times the shortage in the number of acre feet required hereunder to be provided the Town, and the remainder of the letter(s) of credit shall be released.

C. Right of First Offer (Water)

(i) The Developer agrees that the Town shall have right of first offer (the "First Right") to purchase all or any portion of additional water rights associated with the Subject Property. If the Developer shall determine to offer to sell, transfer or otherwise convey ownership of such additional water rights to any person or entity other than a transfer permitted by subparagraph (iv) below, the Developer shall first deliver written notice (an "Offer Notice") to the Town, which notice shall (A) identify the additional water rights the Developer determines to transfer, and (B) set forth the purchase price and all other material terms and conditions.

(ii) To exercise the First Right, the Town must, within sixty (60) days after the Town's receipt of any Offer Notice, deliver written notice to the Developer wherein the Town elects to acquire all or any portion of the additional water rights upon the terms set forth in the Offer Notice (the "Election Notice"). Negotiations between the Developer and Town concerning the Town's acquisition of such water rights shall occur in

Executive Session with the Town Council. Pursuant to the Colorado Open Meeting Law, any final decision of the Council shall be in an open meeting.

(iii) If the Town does not deliver an Election Notice within the above described sixty (60) day period, or if the closing on the transfer of such water rights to the Town fails to occur, in accordance with the terms of the Offer Notice and such failure is due to a default by the Town of the terms of the Offer Notice, then the Developer shall have the right to transfer the water rights involved to any other party on the same terms and conditions, in all material respects, as those set forth in the Offer Notice.

(iv) The Developer shall be permitted to transfer any or all of the additional water rights for use only on the MCR property pursuant to any of the Permitted Transfers defined below without the necessity of delivering an Offer Notice to the Town. "Permitted Transfers" means any and all of the following:

- (1) any transfer to a corporate affiliate of the Developer;
- (2) any transfer resulting from the merger, consolidation or reorganization of the Developer;
- (3) any transfer resulting from the purchase, conveyance or transfer of all or substantially all of the Developer's interest in the Subject Property;
- (4) any transfer resulting from the purchase, conveyance or transfer of a portion of the Subject Property together with only those water rights historically used upon the portion of the Subject Property being transferred;
- (5) any mortgage, deed of trust or other encumbrance of those water rights that have historically been used upon a portion of the Subject Property that is being made subject to such mortgage, deed of trust or other encumbrance.

3. Water Rights Dedication for Park Irrigation.

A. Pursuant to the Amended and Restated Annexation and Development Agreement between the parties, the Developer has agreed to dedicate to the Town approximately twenty acres of land for a public park (the "Park"). The Park is a portion of the area historically irrigated by water rights decreed to the McKay Ditch. The design for the Park is still being developed, but is expected to include athletic fields that may either have irrigated turf, artificial turf, or a combination of the two. Other areas of the Park may also require irrigation, such as open areas and landscaping. The total area of the Park to be irrigated shall not exceed 8.5 acres. The water needed for the irrigation of the Park is referred to herein as the "Park Irrigation Water."

B. The Park Irrigation Water will be provided from the Town's potable water supply. The Town and Developer have calculated that the amount of consumptive use that is expected to result from such irrigation is 1.45 acre feet per acre of Park to be irrigated. Developer will dedicate to the Town and include in the Change Case described in Section 5 below, sufficient portions of the McKay Ditch water right to provide 12.325 (1.45 times 8.5 acres) acre feet of the historic consumptive use associated with the McKay Ditch as determined in such Change Case in

order to provide water irrigation water for irrigation of 8.5 acres within the Park, Developer will dedicate an amount equal to 100% of such consumptive use to the Town with the same, terms, conditions and requirements as the dedication required in section 2, above. If the area within the Park requiring irrigation is ultimately determined to be less than 8.5 acres, the amount of the historic consumptive use associated with the McKay Ditch required to be dedicated to the Town hereunder shall be reduced on a pro-rata basis.

C. The above dedications shall occur within ten (10) days following entry of the final decree in the Change Case. The dedication shall be in accordance with the Town's Ordinance and all documents shall be satisfactory to the Town Attorney. The dedication shall be by special warranty deed accompanied by an attorney's title opinion, on which the Town can rely, stating that the Developer owns good and marketable title to the water rights proposed for dedication, free and clear of all encumbrances, subject only to such matters that may be acceptable to the Town.

4. Commitment to serve water. Subject to Developer's performance of all the covenants contained herein and payment of all required fees, and completion of the water court Change Case described in Section 5 below, the Town will commit to provide to the Subject Property up to 17.51 acre feet per year of water supply (inclusive of irrigation) from its potable water system for the uses and amounts described herein.

5. Water Court Proceedings. Developer shall bear the responsibility and costs of changing to use by the Town, on terms and conditions reasonably acceptable to the Town, (a) the portion of the water rights decreed to the Maryland No. 2 Ditch to be conveyed to the Town under Section 2 above, and (b) the portion of the McKay Ditch to be dedicated to the Town under Section 3 above (the "Change Case"). The application in the Change Case shall be filed no later than sixty (60) days following the Town's final approval of the first final plat for the Subject Property, and shall be prosecuted with reasonable diligence. The Town shall be a co-applicant in such proceedings and the Developer shall reimburse the Town for the reasonable expenses incurred by the Town as a result of being a co-applicant in such proceedings. The application and decree in the Change Case shall be consistent with the following principles:

A. The 15.29 consumptive acre feet of the Maryland No. 2 Ditch to be dedicated to the Town shall be changed to: (1) municipal purposes within the Town boundaries as they are currently or as they may be in the future, with alternate points of diversion through Wells 1-12, the potential two new municipal wells described in Section 5.C, below, and the Eagles Nest Well Field; (2) storage in Old Dillon Reservoir; and, (3) augmentation use for possible incorporation into the Town's existing augmentation plans as an additional source of augmentation water thereunder, with the right to use and reuse the historic consumptive use to extinction. If necessary to resolve opposition to the Change Case, the Town agrees that it will divert the Maryland No. 2 Ditch and McKay Ditch water rights to be dedicated to it hereunder from the Eagles Nest Wells rather than Well Nos. 1-12. The Town also agrees that the presence of intervening water rights may constrain its ability to store the Maryland No. 2 and McKay Ditch water in Old Dillon Reservoir.

B. It is understood that the McKay Ditch water right may not provide water to protect the CWCB's instream flow water right on the Blue River or other water rights that divert between the Town wells and the McKay Ditch headgate and may or may not continue to receive protection by the Green Mountain Reservoir. The Town agrees that such insufficiency, and any corresponding term and condition in the Change Case decree will not render the decree unacceptable to the Town.

C. The Town may designate up to two sites within 400 feet of the southernmost boundary of the Park for locating up to two new municipal wells. Upon designation of these sites, the Town shall notify Developer of the locations of the two wells sites and the sites shall be included in the Change Case application. The Town shall be responsible for providing any engineering required concerning any delayed impacts such wells may have on the Blue River, and for designing and completing such wells.

D. Neither Developer nor the Town concede that replacing non-irrigation return flows is necessary to prevent material injury to vested water rights due to the contemplated change of use of the Water Rights. However, if such replacement is required by the Water Court or necessary to resolve objections to the planned application to change the use of the Water Rights, Developer and Town anticipate such return flows will be approximately 2.81 acre feet per year; but both Developer and Town understand and agree there is no guarantee as to what such obligation will be. Based on this understanding, Developer and Town agree to work together to develop a plan to address any required non-irrigation season return flows. Developer will pay to the Town an amount not to exceed \$40,000 per acre-foot required to be used to replace non-irrigation season return flows as part of the final decree entered to change the use of the Water Rights herein or Developer will provide replacement water for non-irrigation season return flows through an alternative source approved by the Town.

E. Developer may also seek to change its remaining interests in the Maryland No. 2 Ditch and McKay Ditch water rights in such application(s), at Developer's sole cost and expense.

F. The Developer will pursue court approval of the Change Case with due diligence and endeavor to obtain final decrees within the three years of the filing of the application. However, in the event of circumstances beyond Developer's reasonable control, such as judicially caused delays, such deadline shall be extended for an appropriate period of time mutually agreed upon by the Town and Developer.

6. Possible Future Adjustments.

A. The Parties recognize that the developer may propose changes to the development plans for the Subject Property. If the Town approves subsequent land uses for the Subject Property that includes different types or amounts of uses than assumed on Exhibit B, the parties agree to enter into and record an appropriate amendment to this Agreement reflecting the final land uses and numbers that are approved, based on a pro-rata adjustment of the numbers set forth in Exhibit B, with a corresponding adjustment to the amount of water dedication required hereunder. Similarly, the irrigation water demands projected in Exhibit B include a projection that some of the irrigation will be by drip irrigation systems and some by spray irrigation systems. The parties agree to enter into and record an appropriate amendment to this Agreement reflecting the final proportion of acreage served by drip and spray irrigation as actually developed, with a corresponding adjustment to the amount of water dedication required hereunder. Any such changes must be part of the approved final plat.

B. The amount of water dedication required by this Agreement currently includes a 50% surcharge for potable system uses, as set forth in Exhibit B, based on the fact that the water rights to be dedicated by the Developer are limited to use during the historic irrigation season and are not available to the Town year-round without storage. At the time that dedication of Maryland No. 2 Ditch water is required to be made under Section 2.A above, the Town may agree, in its sole discretion, to waive the 50% surcharge in exchange for rights in storage that

provide a full yield of the necessary amounts of water stated herein, that may be under development by Developer, then the parties shall in good faith negotiate a mutually acceptable agreement whereby (i) the amount of water dedicated to the Town initially excludes the 50% surcharge, (ii) the 50% surcharge amount is instead placed in escrow, (iii) the escrowed rights are released to the Developer if and when storage rights in amount and location acceptable to the Town are deeded to the Town, and (iv) the escrowed water is released and deeded to the Town if such conveyance of storage rights to the Town has not occurred within three years of the establishment of the escrow. The Town shall have the exclusive right to use the escrowed water until the escrow is released pursuant to (iii) or (iv), above.

7. Notices. All notices, demands, or other documents required or desired to be given, made or sent to either Party under this Agreement shall be made in writing, shall be deemed effective upon receipt and shall be personally delivered or mailed postage prepaid, certified mail, return receipt requested, as follows:

TO THE DEVELOPER

Thomas S. Everist
200 E. 10th Street, Suite 203
Sioux Falls, SD 57104

WITH A COPY TO ATTORNEY:

Steve West
West Brown Huntley PC
PO Box 588
Breckenridge, CO 80424

TO THE TOWN

Town of Silverthorne
c/o Town Manager
Town of Silverthorne
P.O. Box 1309
Silverthorne, CO 80498

**WITH A COPY TO
THE TOWN ATTORNEY:**

Hayes, Phillips, Hoffman & Carberry, P.C.
p. 970. 390-4941
f. 303. 825-1269
jmm@hphc.law.com

The addresses for notices may be changed by written notice given to the other Party in the manner provided above.

8. Default. In the event of default by either Party hereunder the non-defaulting Party shall notify the defaulting Party in writing of such default(s), specifying the nature and extent thereof. If such default is not cured within thirty (30) days, the non-defaulting Party shall be entitled to such remedies as are provided by law, including the Town's ordinances.

9. Successors and Assigns. The benefits and burdens of this Agreement shall respectively inure to and be binding upon the successors and assigns of the Parties hereto. This agreement shall not be assigned without the prior written consent of the other party, which shall not be unreasonably withheld.

10. Amendment or modification. No amendment or modifications of this Agreement shall be of any force or effect unless in writing and executed by the Parties hereto with the same formality as this Agreement.

11. Waiver. The waiver of any breach of any of the provisions of this Agreement by either Party shall not constitute a continuing waiver of any subsequent breach by said Party, concerning either the same or any other provision of this Agreement.

12. Headings for convenience only. Paragraph headings and titles contained herein are intended for convenience and reference only and are not intended to define, limit or describe the scope or intent of any provision of this Agreement.

13. Non severability. Each paragraph of this Agreement is intertwined with the others and is not severable unless by mutual consent of the Parties hereto.

14. Choice of laws. This agreement and the rights and obligations of the Parties hereto shall be governed by the laws of the State of Colorado.

15. Entire agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter hereof and any prior agreements pertaining thereto whether oral or written have been merged or integrated into this Agreement. This Second Amended and Restated Water Service Agreement replaces in its entirety the 2007 Agreement, which shall be of no further force or effect.

16. Recordation. This Agreement shall be recorded by the Town at Developer's expense in the office of the Clerk and Recorder of Summit County, Colorado, shall run with the Subject property, shall be binding upon the Parties hereto and the permitted successors and assigns of the Developer and shall constitute notice of this Agreement to all persons or entities no parties hereto.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

MARYLAND CREEK RANCH, LLC

By: _____
Thomas E. Everist, Manager

ATTEST:

Secretary

STATE OF COLORADO)
) ss.
COUNTY OF _____)

SUBSCRIBED AND SWORN to before me this ____ day of _____, 2015
by Thomas S. Everist, Manager of Maryland Creek Ranch, LLC.

Witness my hand and official seal

Notary Public

Address

Telephone

My Commission Expires: _____

TOWN OF SILVERTHORNE, COLORADO
a municipal corporation

By: _____
Bruce Butler, Mayor

ATTEST:

By: _____
Michele Miller, Town Clerk

APPROVED AS TO FORM:

J. Matthey Mire
Silverthorne Town Attorney

TOWN OF SILVERTHORNE, COLORADO
Resolution No. 2015-9

A RESOLUTION Authorizing the Mayor to sign the Second Amended and Restated Water Service Agreement between the Town and South Maryland Creek Ranch

WHEREAS The Town requires as a condition of annexation dedication of water rights sufficient to serve the land proposed to be annexed according to the proposed uses and densities, and;

WHEREAS South Maryland Creek Ranch has agreed to the recalculation of the water rights dedication requirements as if this proposed project was a new annexation, and;

WHEREAS the Town Attorney, the Town Water Rights Attorney, and the Town Water Rights Engineer have reviewed and approved of the Second Amended and Restated Water Service Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF SILVERTHORNE THAT THE MAYOR IS AUTHORIZED TO SIGN THE SECOND AMENDED AND RESTATED WATER SERVICE AGREEMENT BETWEEN THE TOWN AND SOUTH MARYLAND CREEK RANCH.

INTRODUCED, READ, APPROVED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF SILVERTHORNE, COLORADO THIS 27TH DAY OF MAY, 2015.

Bruce Butler, Mayor

Attest:

By _____
Michele Miller, Town Clerk

Memorandum

To: Michael F. Browning, Esq.
From: Raul Passerini, P.E.
CC: Joanna Hopkins
Date: May 11, 2015
Re: South Maryland Creek Ranch, LLC – Revision to the 2015 Water Requirements Analysis

Mike,

Today, I was contacted by Brown and Caldwell regarding their review of Resource Engineering's memorandum "South Maryland Creek Ranch, LLC – 2015 Water Requirements Analysis", dated April 20, 2015. Brown and Caldwell found a mistake in Table 2 of the April 20 memo; this was a good find, however the mistake is inconsequential for the analysis. In addition, Brown and Caldwell requested more detail regarding calculation of the post irrigation season return flows. This memo addresses both issues pointed out by Brown and Caldwell. Please disregard the April 20, 2015 memo and use this revised document instead.

REVISION TO THE 2015 WATER REQUIREMENTS ANALYSIS

Resource Engineering, Inc. (RESOURCE) reviewed the Projected Water Demands and Consumptive Use spreadsheet provided by South Maryland Creek Ranch, LLC (SMCR). The purpose of this review is to conduct an engineering analysis concerning the projected water demands associated with the new development plan for SMCR. The 416-acre land where the SMCR is to be constructed was annexed into the Town of Silverthorne (Town) in 2007. As a result of the annexation, SMCR is to dedicate a portion of its Maryland Creek Ranch water rights in exchange for municipal water and wastewater services. This memo summarizes the analysis of the proposed SMCR water demands, and provides a recommendation of the water rights and corresponding consumptive use amount needed for the dedication

It is our understanding that the Projected Water Demands and Consumptive Use spreadsheet was originally prepared by Wright Water Engineers, Inc. and subsequently utilized as a template to estimate water demands for the proposed SMCR development. Furthermore, we understand that SMCR and the Town negotiated some of the basic engineering assumptions used to calculate the water demands and associated consumptive use amounts.

1. INDOOR USES

The proposed SMCR development would include 240 single family lots, 15 accessory units, a community center, and a public park. Equivalent Residential Units (EQR) corresponding to the different types of proposed single family units, community center, and park restrooms were negotiated between SMCR and the Town and are displayed in **Table 1**, below, and in the attached **Exhibit B**¹. In addition, an average water use of 300 gallons per day (gpd) per EQR was also negotiated with the Town. This would be sufficient to support a population of 3 residents per EQR, each using 100 gallons of water per day, or 4 residents per EQR using 75 gallons of water

¹ **Exhibit B** displays a summary of the SMCR water demands in a table format and was prepared as an attachment to the Second Amended and Restated Water Service Agreement between SMCR and the Town of Silverthorne.

per day per person². A coefficient of 0.05 (5 percent) was utilized to calculate the consumptive use component of the water demands because the SMCR development would be connected to the Town's municipal sewer system. In total, the proposed SMCR development would require an annual water supply of 100 acre-feet for indoor uses. Of this total, 5.0 acre-feet (5 percent) would be consumed per year (see **Table 1**).

Table 1
SMCR Proposed Indoor Water Requirements and Consumptive Uses

| Description | Number of Proposed Units | EQR per Unit | Total EQR | Water Supply Requirement (acre-feet) ¹ | Consumptive Use (acre-feet) ² |
|---|--------------------------|--------------|---------------|---|--|
| Single Family - Cabins ³ | 68 | 1.00 | 68.00 | 22.85 | 1.14 |
| Single Family - 1/3 acre Lot ⁴ | 89 | 1.10 | 97.90 | 32.90 | 1.64 |
| Single Family - 1/2 acre Lot ⁵ | 40 | 1.20 | 48.00 | 16.13 | 0.81 |
| Single Family - 3/4 acre Lot ⁶ | 17 | 1.40 | 23.80 | 8.00 | 0.40 |
| Single Family - 1 acre Lot ⁷ | 26 | 1.60 | 41.60 | 13.98 | 0.70 |
| Accessory Units ⁸ | 15 | 0.65 | 9.75 | 3.28 | 0.16 |
| Community Center - Community Common Space | 1 | 2.60 | 2.60 | 0.87 | 0.04 |
| Community Center - Pool | 1 | 1.05 | 1.05 | 0.35 | 0.02 |
| Community Center - Hot Tub | 2 | 0.20 | 0.40 | 0.13 | 0.01 |
| Community Center - Lake Restroom | 2 | 0.20 | 0.40 | 0.13 | 0.01 |
| Park Restrooms | 4 | 1.00 | 4.00 | 1.34 | 0.07 |
| TOTAL | | | 297.50 | 99.97 | 5.00 |

Notes:

- (1) Water supply requirements assume 300 gpd per EQR
- (2) Assumes a 5% consumptive use coefficient for indoor uses
- (3) Cabins will have a maximum size of 3bd/3ba
- (4) Homes on 1/3 acre lot will have a maximum of 3bd/4ba
- (5) Homes on 1/2 acre lot will have a maximum of 4bd/4ba
- (6) Homes on 3/4 acre lot will have a maximum of 5bd/5ba
- (7) Homes on 1 acre lot will have a maximum of 6bd/6ba
- (8) Accessory units will have a maximum of 1bd/1ba

2.0 OUTDOOR USES

Outside watering uses are anticipated to be needed for irrigation of lawns, landscape trees and shrubs, and a portion of the public park. The proposed single family lots include 3.75 acres of landscaping. Approximately 30 percent of the single family landscaped area would consist of turf-grass lawns; the remaining 70 percent would be landscaped with trees and shrubs. The community center would include an event lawn of 10,000 square feet (0.23 acres). In addition, common areas totaling 1.5 acres would also require irrigation. Approximately 20 percent of the common areas would be turf grass with trees and shrubs in the remaining 80 percent. Although design of the public park is still being developed, the park surface area to be irrigated will not exceed 8.5 acres.

Irrigation of turf grass would be accomplished with sprinklers (spray irrigation) while a drip irrigation system would be used to water trees and shrubs. This analysis assumes an efficiency of 80 percent for spray irrigation and 95 percent for drip irrigation systems. Consumptive irrigation requirements for lawn grass is assumed to be 1.45 acre-feet per acre, which is widely accepted as the annual consumptive use of water for landscape irrigation in Summit County. It is our understanding that the Town suggested a consumptive use ratio of 0.73 acre-feet of water per season per acre of irrigated trees and shrubs³. Irrigation requirements for trees and shrubs depend upon variables such as climate, and type, age and size of the plant. However, for planning purposes it may be assumed that

² A 1999 study by the American Water Works Association estimated an average residential water use in the U.S. of approximately 70 gpd.

³ The average irrigation season at the location of SMCR runs from May through September (153 days, or about 22 weeks).

established landscape trees and shrubs would require, on average, 6 gallons of irrigation water per week. Therefore, the consumptive irrigation use of 0.73 acre-feet per acre suggested by the Town would support approximately 1,800 mature trees and shrubs per acre, which correspond to a spacing between plants of about 5 feet.

The annual irrigation water demands for the proposed lawns, common areas, and amenity center would total 5.93 acre-feet; the consumptive use component of this amount equals 5.19 acre-feet per year. In addition, up to 15.41 acre-feet would be required annually to irrigate the proposed public park. In summary, the required water supply for irrigation of the proposed SMCR would total 21.34 acre-feet per year. The consumptive use component of this total equals 17.51 acre-feet. **Table 2**, below, shows the acreage of the proposed irrigated areas, the water supply requirements and the associated consumptive use amounts.

Table 2
SMCR Proposed Outdoor Water Requirements and Consumptive Uses

| Description | Number of Proposed Units | Irrigated Area per Unit (sq ft) | Total Irrigated Area (acres) | Water Supply Requirement (acre-feet) ^{1,2} | Consumptive Use (acre-feet) |
|--|--------------------------|---------------------------------|------------------------------|---|-----------------------------|
| Single Family Lots (3/4 to 1 acre) | 43 | 1,000 | 0.99 | | |
| Spray irrigation (turf grass) - 30% | | | 0.30 | 0.54 | 0.43 |
| Drip irrigation (trees and shrubs) - 70% | | | 0.69 | 0.53 | 0.50 |
| Low Density Lots (1/3 to 1/2 acre) | 129 | 800 | 2.37 | | |
| Spray irrigation (turf grass) - 30% | | | 0.71 | 1.29 | 1.03 |
| Drip irrigation (trees and shrubs) - 70% | | | 1.66 | 1.27 | 1.21 |
| Cabins | 68 | 250 | 0.39 | | |
| Spray irrigation (turf grass) - 30% | | | 0.12 | 0.21 | 0.17 |
| Drip irrigation (trees and shrubs) - 70% | | | 0.27 | 0.21 | 0.20 |
| Common Area Irrigation | 1 | 65,340 | 1.50 | | |
| Spray irrigation (turf grass) - 20% | | | 0.30 | 0.54 | 0.44 |
| Drip irrigation (trees and shrubs) - 80% | | | 1.20 | 0.92 | 0.88 |
| Amenity Center - Event Lawn | 1 | 10,000 | 0.23 | 0.42 | 0.33 |
| Sub-Total Lawn and Common Areas Irrigation | | 77,390 | 5.48 | 5.93 | 5.19 |
| Park Irrigation (up to 8.50 acres of irrigated areas) | 1 | 370,260 | 8.50 | 15.41 | 12.33 |
| TOTAL | | | 13.98 | 21.34 | 17.51 |

Notes:

- (1) Irrigation requirements assume 1.45 acre-feet/acre for turf grass and 0.73 acre-feet/acre for trees and shrubs
- (2) Assumes a 80% efficiency for spray irrigation and 95% efficiency for drip irrigation systems

3.0 WATER RIGHTS DEDICATION

Water demands described above would be supplied by the Town's potable water system. In exchange, SMCR would dedicate a portion of its irrigation water rights to the Town. Because these irrigation water rights can be diverted only during the historical irrigation season, SMCR and the Town have agreed that the amount of irrigation water rights to be dedicated will equal 1.5 times the annual demands to be supplied by the Town's potable water system. Therefore, SMCR would dedicate to the Town 15.29 acre-feet per year of the consumptive use attributable to its Maryland No. 2 Ditch water right in exchange for the supply of potable water for indoor and outdoor uses [(5.0 x 1.5) + (5.19 x 1.5) = 15.29]. In addition, SMCR would dedicate an undivided interest in the McKay Ditch sufficient to provide irrigation water for up to 8.5 acres within the public park. **Tables 3 and 4**, below, show the portions of the Maryland No. 2 and McKay water rights to be dedicated to the Town.

Table 3

Consumptive Use Portion of the Maryland No. 2 Ditch to be dedicated to the Town of Silverthorne

| Description | Consumptive Use (acre-feet) |
|---|-----------------------------|
| Indoor Consumptive Uses | 5.00 |
| Irrigation of Lawns and Common Areas | 5.19 |
| Sub-Total | 10.19 |
| 50% Surcharge | 5.10 |
| Total Consumptive Use portion of the Maryland No.2 Water Right to be Dedicated to the Town | 15.29 |

Table 4

Example of the Undivided Interest of the McKay Ditch to be dedicated to the Town of Silverthorne for irrigation of 8.5 acres of the Proposed Park

| Description | Amount |
|---|-----------------|
| Consumptive Use associated with irrigation of Park (assumes 8.5 acres of required irrigation) | 12.33 acre-feet |
| Undivided Interest of the McKay Ditch Water Right to be conveyed to the Town ¹ | 9.45% (percent) |

Notes:

(1) Based upon 89.9 acres of land historically irrigated by the McKay Ditch $[(8.5/89.9) \times 100 = 9.45\%]$

4.0 POST IRRIGATION SEASON RETURN FLOWS

Historically, the Maryland No. 2 Ditch was utilized to irrigate 45.4 acres within the Maryland Creek Ranch property. The analysis of historic irrigation conducted by RESOURCE for the Maryland No. 2 Ditch shows that the average annual irrigation consumptive use rate equals 0.64 acre-feet of water per acre of irrigated land. In addition, the analysis indicates that, on average, 0.24 acre-feet/acre of the irrigation water applied to the fields irrigated by the Maryland No.2 Ditch returned to the Blue River between October and April of each year.⁴

As stated in Section 3.0 above, SMCR would dedicate to the Town 7.50 acre-feet per year of the historic consumptive use attributable to its Maryland No. 2 Ditch water right, in exchange for potable water supply for indoor uses at the proposed SMCR development. Therefore, of the 45.4 acres of total historic irrigated lands, dry up of 11.7 acres would be required to provide the 7.50 acre-feet of indoor consumptive uses $(7.5 / 0.64 = 11.7)$. The post irrigation season return flows associated with the dry up of 11.7 acres of fields historically irrigated by the Maryland No. 2 Ditch equal 2.81 acre-feet $(11.7 \times 0.24 = 2.81)$. **Table 5** shows the monthly distribution of the post irrigation return flows.

⁴ The timing of groundwater return flows to the Blue River was estimated using the Glover Method. RESOURCE researched the geology of the study area and reviewed completion and pump installation reports from wells in the vicinity. Based upon this information, it was determined that approximately 40 to 50 feet of sand, gravel and rocks lie directly under the irrigated lands, with shale formation below the 50 foot level. Wells drilled in the study area found water levels at depths ranging from 8 feet to 100 feet below the surface. Additionally, RESOURCE estimated the aquifer transmissivity at 180,000 gallons per day per foot and the aquifer specific yield at 0.18. Distance from the centroid of the irrigated fields to the river equals 2,910 feet.

Table 5

Maryland No.2 Ditch – Monthly Distribution of Post Irrigation Season Return Flows associated with 7.5 acre-feet of historic consumptive use

| Month | Return Flows Monthly Distribution | Return Flows (acre-feet) ¹ |
|------------------------|-----------------------------------|---------------------------------------|
| January | 16.7% | 0.47 |
| February | 10.1% | 0.28 |
| March | 6.1% | 0.17 |
| April | 3.7% | 0.11 |
| May | 0.0% | 0.00 |
| June | 0.0% | 0.00 |
| July | 0.0% | 0.00 |
| August | 0.0% | 0.00 |
| September | 0.0% | 0.00 |
| October | 3.6% | 0.10 |
| November | 32.4% | 0.91 |
| December | 27.3% | 0.77 |
| Total (AF/acre) | 100.0% | 2.81 |

Notes:

(1) $[7.50 \text{ acre-feet} / 0.64 \text{ acre-feet/acre}] \times 0.24 \text{ acre-feet/acre} = 2.81 \text{ acre-feet}$

Where: Maryland No. 2 Ditch dry-up credits = 0.64 acre-feet/acre

Maryland No. 2 Ditch post-irrigation return flows = 0.24 acre-feet/acre

EXHIBIT B
South Maryland Creek Ranch - Projected Water Demands and Consumptive Use

| Description | Number of Units | EQR per Unit | Total EQR | Indoor Water Supply Requirement (acre-feet) | Indoor Water Consumptive Use ² (acre-feet) | Irrigated Area per Unit (sq ft) | Total Irrigated Area (acres) | Outdoor Water Supply Requirement (acre-feet) ^{3,4} | Outdoor Water Consumptive Use (acre-feet) | Total Water Requirement (acre-feet) | Total Consumptive Use (acre-feet) |
|---|-----------------|--------------|---------------|---|---|---------------------------------|------------------------------|---|---|-------------------------------------|-----------------------------------|
| Single Family - Cabins ⁵ | 68 | 1.00 | 68.00 | 22.85 | 1.14 | | | | | | |
| Spray irrigation (turf grass) - 30% | | | | | | 75.0 | 0.117 | 0.212 | 0.170 | 23.27 | 1.51 |
| Drip irrigation (trees and shrubs) - 70% | | | | | | 175.0 | 0.273 | 0.210 | 0.199 | | |
| Single Family - 1/3 acre Lot ⁶ | 89 | 1.10 | 97.90 | 32.90 | 1.64 | | | | | | |
| Spray irrigation (turf grass) - 30% | | | | | | 240.0 | 0.490 | 0.889 | 0.711 | 34.67 | 3.19 |
| Drip irrigation (trees and shrubs) - 70% | | | | | | 560.0 | 1.144 | 0.879 | 0.835 | | |
| Single Family - 1/2 acre Lot ⁷ | 40 | 1.20 | 48.00 | 16.13 | 0.81 | | | | | | |
| Spray irrigation (turf grass) - 30% | | | | | | 240.0 | 0.220 | 0.399 | 0.320 | 16.92 | 1.50 |
| Drip irrigation (trees and shrubs) - 70% | | | | | | 560.0 | 0.514 | 0.395 | 0.375 | | |
| Single Family - 3/4 acre Lot ⁸ | 17 | 1.40 | 23.80 | 8.00 | 0.40 | | | | | | |
| Spray irrigation (turf grass) - 30% | | | | | | 300.0 | 0.117 | 0.212 | 0.170 | 8.42 | 0.77 |
| Drip irrigation (trees and shrubs) - 70% | | | | | | 700.0 | 0.273 | 0.210 | 0.199 | | |
| Single Family - 1 acre Lot ⁹ | 26 | 1.60 | 41.60 | 13.98 | 0.70 | | | | | | |
| Spray irrigation (turf grass) - 30% | | | | | | 300.0 | 0.179 | 0.325 | 0.260 | 14.63 | 1.26 |
| Drip irrigation (trees and shrubs) - 70% | | | | | | 700.0 | 0.418 | 0.321 | 0.305 | | |
| Accessory Units ¹⁰ | 15 | 0.65 | 9.75 | 3.28 | 0.16 | --- | --- | --- | --- | 3.28 | 0.16 |
| Community Center - Community Common Space | 1 | 2.60 | 2.60 | 0.87 | 0.04 | --- | --- | --- | --- | 0.87 | 0.04 |
| Community Center - Pool | 1 | 1.05 | 1.05 | 0.35 | 0.02 | --- | --- | --- | --- | 0.35 | 0.02 |
| Community Center - Hot Tub | 2 | 0.20 | 0.40 | 0.13 | 0.01 | --- | --- | --- | --- | 0.13 | 0.01 |
| Community Center - Lake Restroom | 2 | 0.20 | 0.40 | 0.13 | 0.01 | --- | --- | --- | --- | 0.13 | 0.01 |
| Park Restrooms | 4 | 1.00 | 4.00 | 1.34 | 0.07 | --- | --- | --- | --- | 1.34 | 0.07 |
| Common Area Irrigation | 1 | --- | --- | --- | --- | | | | | | |
| Spray irrigation (turf grass) - 20% | | | | | | 13,068 | 0.300 | 0.544 | 0.435 | 0.54 | 0.44 |
| Drip irrigation (trees and shrubs) - 80% | | | | | | 52,272 | 1.200 | 0.922 | 0.876 | 0.92 | 0.88 |
| Amenity Center - Event Lawn | 1 | --- | --- | --- | --- | 10,000 | 0.230 | 0.416 | 0.333 | 0.42 | 0.33 |
| Sub-Totals | | | 297.50 | 99.97 | 5.00 | | 5.48 | 5.93 | 5.19 | 105.91 | 10.19 |
| 50% Surcharge on Dedication from Maryland No. 2 Ditch Water Right: | | | | | | | | | | | 5.10 |
| Total Consumptive Use portion of the Maryland No.2 Water Right to be Dedicated to the Town | | | | | | | | | | | 15.29 |

Notes:

- (1) Water supply requirements assume 300 gpd per EQR
- (2) Assumes a 5% consumptive use coefficient for indoor uses
- (3) Irrigation requirements assume 1.45 acre-feet/acre for turf grass and 0.73 acre-feet/acre for trees and shrubs
- (4) Assumes a 80% efficiency for spray irrigation and 95% efficiency for drip irrigation systems
- (5) Cabins will have a maximum size of 3bd/3ba
- (6) Homes on 1/3 acre lot will have a maximum of 3bd/4ba
- (7) Homes on 1/2 acre lot will have a maximum of 4bd/4ba
- (8) Homes on 3/4 acre lot will have a maximum of 5bd/5ba
- (9) Homes on 1 acre lot will have a maximum of 6bd/6ba
- (10) Accessory units will have a maximum of 1bd/1ba

Town of Silverthorne
Council Agenda Memorandum

TO: Mayor and Town Council
THRU: Donna Braun, Administrative Services Director 
FROM: Kathy Marshall, Revenue Administrator 
DATE: May 13, 2015 for meeting of May 27, 2015
SUBJECT: March 2015 Sales Tax Review

SUMMARY:

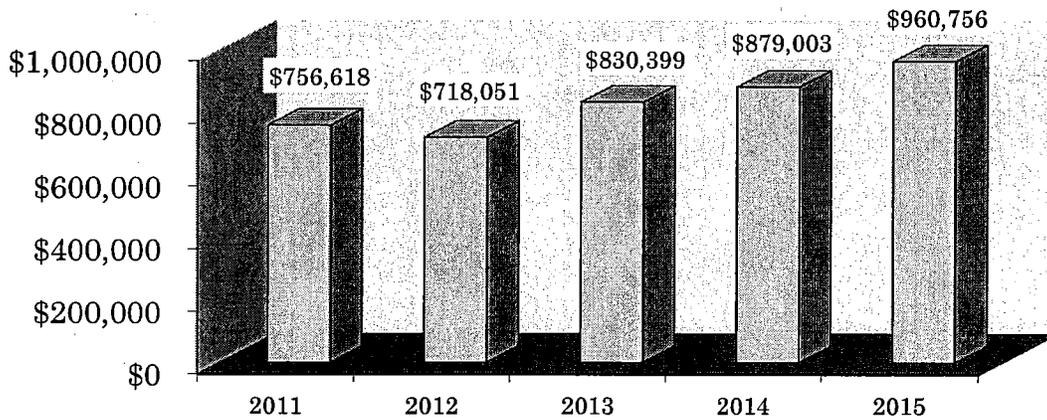
The following reports summarize March sales taxes collected in April. The State remitted the Town's 2% county taxes from March sales on May 8th, 2015.

MANAGER'S COMMENTS:

**SILVERTHORNE SALES TAX BY MONTH
FOR MARCH 2015 SALES**

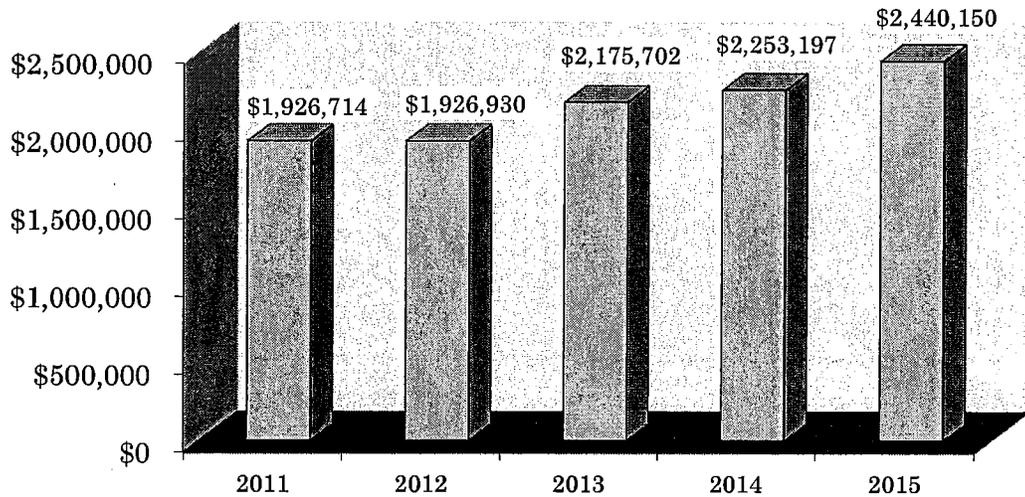
| CHART A: | 2011 | 10-11 | 2012 | 11-12 | 2013 | 12-13 | 2014 | 13-14 | 2015 | 14-15 |
|-----------------------------------|------------------|--------------|------------------|--------------|------------------|---------------|------------------|--------------|------------------|--------------|
| MONTH | % CHANGE | | % CHANGE | | % CHANGE | | % CHANGE | | % CHANGE | |
| JAN | 573,681 | -0.27% | 613,612 | 6.96% | 705,712 | 15.01% | 691,694 | -1.99% | 765,758 | 10.71% |
| FEB | 596,415 | 0.61% | 595,268 | -0.19% | 639,591 | 7.45% | 682,500 | 6.71% | 713,637 | 4.56% |
| MARCH | 756,618 | -0.13% | 718,051 | -5.10% | 830,399 | 15.65% | 879,003 | 5.85% | 960,756 | 9.30% |
| APRIL | 478,163 | -4.42% | 631,867 | 32.14% | 591,855 | -6.33% | 606,570 | 2.49% | | |
| MAY | 459,924 | 5.72% | 479,708 | 4.30% | 572,548 | 19.35% | 619,820 | 8.26% | | |
| JUNE | 704,357 | 11.09% | 695,673 | -1.23% | 822,224 | 18.19% | 869,150 | 5.71% | | |
| JULY | 744,166 | 3.10% | 774,222 | 4.04% | 866,950 | 11.98% | 890,855 | 2.76% | | |
| AUG | 709,335 | 5.55% | 773,019 | 8.98% | 827,646 | 7.07% | 893,121 | 7.91% | | |
| SEPT | 688,135 | 7.78% | 782,144 | 13.66% | 796,857 | 1.88% | 836,747 | 5.01% | | |
| OCT | 519,798 | 1.76% | 595,102 | 14.49% | 644,447 | 8.29% | 680,653 | 5.62% | | |
| NOV | 634,971 | 7.48% | 635,360 | 0.06% | 701,380 | 10.39% | 713,747 | 1.76% | | |
| DEC | 885,610 | 1.35% | 866,971 | -2.10% | 983,997 | 13.50% | 1,065,155 | 8.25% | | |
| YTD TTL: | 7,751,173 | | 8,160,996 | | 8,983,606 | | 9,429,015 | | 2,440,150 | |
| %CHANGE FROM YEAR TO YEAR: | | 3.31% | | 5.29% | | 10.08% | | 4.96% | | 8.30% |

EXHIBIT 1A: SALES TAXES COLLECTED MARCH



| %CHANGE FROM PRIOR MONTH | 2011 | 2012 | 2013 | 2014 | 2015 |
|--------------------------|--------|--------|--------|-------|-------|
| | -0.13% | -5.10% | 15.65% | 5.85% | 9.30% |

EXHIBIT 1B: YTD SALES TAX COLLECTIONS AS OF MARCH 2011-2015



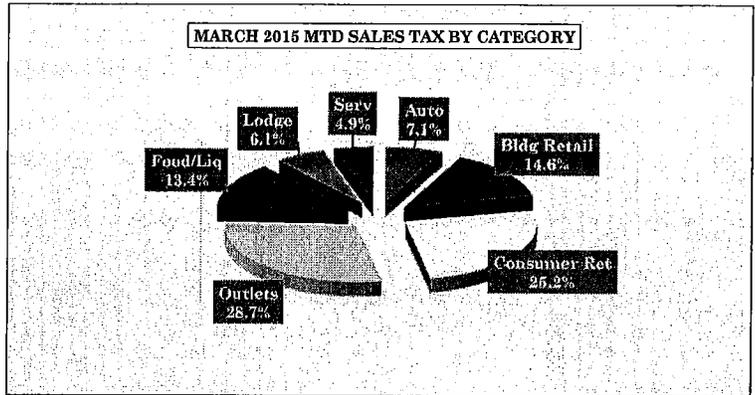
| %CHANGE FROM PRIOR YEAR | 2011 | 2012 | 2013 | 2014 | 2015 |
|-------------------------|-------|-------|--------|-------|-------|
| | 0.06% | 0.01% | 12.91% | 3.56% | 8.30% |

Exhibit IA & Exhibit IB show the Town of Silverthorne's collections by month and year-to-date (YTD) for the years 2011-2015, with the following results:
 March 2015's sales tax collections increased by \$81,753 or 9.30% over 2014.
 2015 YTD collections increased \$186,953 or 8.30% over 2014 collections.

SALES TAX BY CATEGORY

EXHIBIT IIA: MARCH SALES TAX BY CATEGORY

| Category | 2014 | 2015 | \$Inc/(Dec) | % Inc/(Dec) |
|--------------|------------------|------------------|-----------------|--------------|
| Auto | \$65,886 | \$67,831 | \$1,945 | 2.95% |
| Bldg Retail | \$109,651 | \$140,585 | \$30,935 | 28.21% |
| Consumer Ret | \$213,983 | \$242,016 | \$28,033 | 13.10% |
| Outlets | \$287,506 | \$275,620 | \$8,114 | 3.03% |
| Food/Liq | \$120,689 | \$129,043 | \$8,354 | 6.92% |
| Lodge | \$54,552 | \$58,888 | \$4,337 | 7.95% |
| Serv | \$46,736 | \$46,773 | \$36 | 0.08% |
| TOTAL | \$879,003 | \$960,756 | \$81,753 | 9.30% |

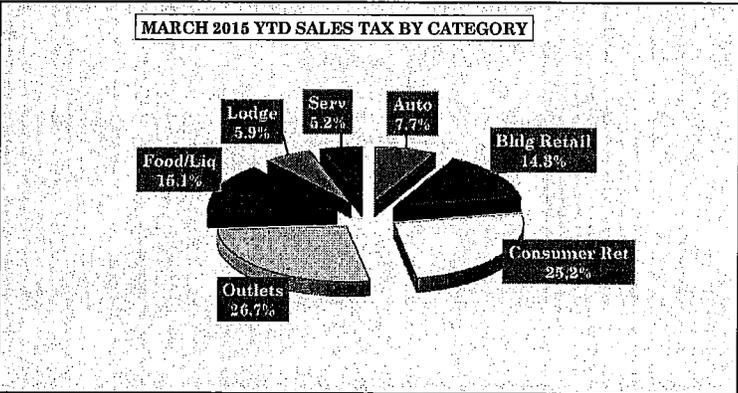


The Outlets category increased \$8,114 or 3.03% when compared with March 2014; YTD is up \$30,302 or 4.87%.
 The results by Phase are as follows:
 ▶ Phase I is up \$6,924 or 8.27%.
 YTD is up \$5,717 or 2.74%.
 ▶ Phase II is up \$3,002 or 2.22%.
 YTD is up \$18,111 or 6.00%.
 ▶ Phase III is down \$1,812 or minus 3.73%.
 YTD is up \$6,474 or 5.80%.

The "Sales Tax by Category" Exhibits IIA & IIB compare the March sales taxes collected by Outlets, Building Retail, Consumer Retail, Food/Liquor, Lodging, Automotive, and Services with the following results:
 ▶ The Outlets category contributes the highest March collections, or 28.7% and the highest YTD collections, 26.7%.
 ▶ The Consumer Retail category, March's 2nd largest sales tax category, contributed 25.2%; YTD 25.2%.

EXHIBIT IIB: MARCH YTD SALES TAX

| Category | 2014 | 2015 | \$Inc/(Dec) | % Inc/(Dec) |
|--------------|--------------------|--------------------|------------------|--------------|
| Auto | \$186,513 | \$187,246 | \$734 | 0.39% |
| Bldg Retail | \$293,962 | \$349,279 | \$55,317 | 18.82% |
| Consumer Ret | \$540,290 | \$613,761 | \$73,471 | 13.60% |
| Outlets | \$622,093 | \$652,394 | \$30,302 | 4.87% |
| Food/Liq | \$349,692 | \$367,293 | \$17,601 | 5.03% |
| Lodge | \$124,500 | \$143,518 | \$19,018 | 15.28% |
| Serv | \$136,148 | \$126,659 | (\$9,489) | -6.97% |
| TOTAL | \$2,253,197 | \$2,440,150 | \$186,953 | 8.30% |



The tables to the left of the "Sales Tax by Category" exhibits show the industry comparisons by month and YTD.
 ▶ The Building Retail category had the highest March dollar increase, \$30,935 or 28.21%; YTD up \$55,317 or 18.82%.
 ▶ The Consumer Retail category had the 2nd highest March dollar increase, \$28,033 or 13.10%; YTD up \$73,471 or 4.87%.
 ▶ The Service category was up \$36 or .08%; YTD down \$9,489 or minus 6.97%.

Outlets at Silverthorne (OS):

- ▶ **Phase I aka Red Village:**
The Colorado Store will be opening a new store at the end of May
- ▶ **Phase II aka Blue Village:**
Cosmetics Company and Sunglass Hut have renewed their leases. Polo Ralph Lauren and Calvin Klein have exercised their option on their leases for another 5 years. Sunglass Hut completed their store remodel and held their Grand Reopening Ceremony on May 1st.
- ▶ **Phase III aka Green Village:**

The OS Leasing Team and Owner will be attending the Las Vegas Conference May 17-20 and will be proposing locations to dozens of new prospective tenants. Memorial Day Sidewalk Sales will be held May 22-24.

SALES TAX COLLECTIONS: ACTUAL VS BUDGET 2015 YTD

EXHIBIT III-ACTUAL VS. BUDGET TABLE

| SALES MONTH | 2015 BUDGET BY MONTH | 2015 ACTUAL BY MONTH | 2015 BUDGET YTD | 2015 ACTUAL YTD | ACTUAL AS A % OF 2015 BUDGET YTD |
|-------------|----------------------|----------------------|-----------------|-----------------|----------------------------------|
| JAN | \$715,396 | \$765,758 | \$715,396 | \$765,758 | 107.04% |
| FEB | \$714,364 | \$713,637 | \$1,429,760 | \$1,479,394 | 103.47% |
| MAR | \$926,909 | \$960,756 | \$2,356,669 | \$2,440,150 | 103.54% |
| APR | \$636,585 | | \$2,993,254 | | 0.00% |
| MAY | \$587,191 | | \$3,580,445 | | 0.00% |
| JUNE | \$831,357 | | \$4,411,802 | | 0.00% |
| JULY | \$909,708 | | \$5,321,510 | | 0.00% |
| AUG | \$871,719 | | \$6,193,229 | | 0.00% |
| SEPT | \$861,679 | | \$7,054,908 | | 0.00% |
| OCT | \$678,246 | | \$7,733,154 | | 0.00% |
| NOV | \$735,026 | | \$8,468,180 | | 0.00% |
| DEC | \$1,061,630 | | \$9,529,810 | | 0.00% |

► The budget numbers are based on a 1.07% increase from 2014 sales tax revenues.

LODGING TAX COLLECTIONS: 2012-2015 COMPARISONS

EXHIBIT IV-LODGING TAX TABLE

| LODGING TAXES | 2012 Amount Collected | 2011/2012 % Change | 2013 Amount Collected | 2012/2013 % Change | 2014 Amount Collected | 2013/2014 % Change | 2015 Amount Collected | 2014/2015 \$ Change | 2014/2015 % Change |
|---------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|---------------------|--------------------|
| Jan | 12,279 | -15.1% | 14,022 | 14.2% | 17,109 | 22.0% | 20,089 | 2,980 | 17.4% |
| Feb | 13,674 | -1.2% | 14,652 | 7.2% | 17,751 | 21.2% | 20,859 | 3,107 | 17.5% |
| Mar | 21,942 | 11.7% | 23,772 | 8.3% | 28,315 | 19.1% | 31,748 | 3,433 | 12.1% |
| Apr | 5,119 | -24.4% | 6,758 | 32.0% | 7,504 | 11.0% | | | 0.0% |
| May | 5,217 | 12.2% | 4,915 | -5.8% | 5,737 | 16.7% | | | 0.0% |
| June | 9,190 | 6.5% | 9,524 | 3.6% | 9,792 | 2.8% | | | 0.0% |
| July | 11,717 | -1.9% | 12,655 | 8.0% | 14,841 | 17.3% | | | 0.0% |
| Aug | 10,979 | -6.8% | 12,251 | 11.6% | 13,611 | 11.1% | | | 0.0% |
| Sept | 9,674 | 1.9% | 10,613 | 9.7% | 11,651 | 9.8% | | | 0.0% |
| Oct | 5,855 | 0.8% | 6,134 | 4.8% | 6,928 | 13.0% | | | 0.0% |
| Nov | 5,950 | -7.1% | 6,841 | 15.0% | 6,918 | 1.1% | | | 0.0% |
| Dec | 15,260 | -0.8% | 19,283 | 26.4% | 20,436 | 6.0% | | | 0.0% |
| TOTAL | 126,856 | -1.5% | 141,419 | 11.5% | 160,594 | 13.6% | 72,696 | 9,520 | 15.1% |

Please note: Lodging taxes are split as follows:
 ► 85% Trails, Parks & Open Space
 ► 15% Marketing

EXCISE TAX COLLECTIONS: 2012-2015 COMPARISONS

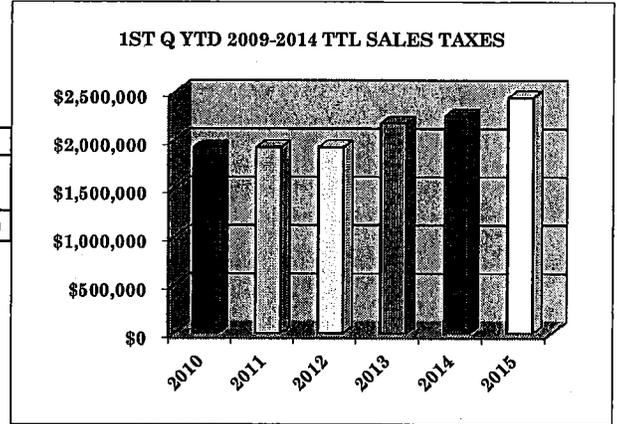
EXHIBIT V-EXCISE TAX TABLE

| EXCISE TAXES | 2012 Amount Collected | 2011/2012 % Change | 2013 Amount Collected | 2012/2013 % Change | 2014 Amount Collected | 2013/2014 % Change | 2015 Amount Collected | 2014/2015 \$ Change | 2014/2015 % Change | 2015 Total Lic Permits | 2014 Total Lic Permits | 2015 New Lic Permits |
|--------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|--------------------|-----------------------|---------------------|--------------------|------------------------|------------------------|----------------------|
| Jan | 7,652 | | 0 | -100.0% | 15,944 | | 6,920 | (9,024) | -56.6% | 3,460 | 3 | 1 |
| Feb | 13,498 | | 10,824 | -19.8% | 6,514 | -39.8% | 11,372 | 4,858 | 74.6% | 5,686 | 1 | 2 |
| Mar | 0 | | 209,452 | | 0 | -100.0% | 26,374 | 26,374 | | 13,187 | 0 | 4 |
| Apr | 17,846 | 18.3% | 20,856 | 16.9% | 0 | -100.0% | 34,116 | 34,116 | | 17,058 | 0 | 6 |
| May | 43,148 | 109.1% | 42,286 | -2.0% | 38,256 | -9.5% | | | | 0 | 5 | |
| June | 3,566 | -90.1% | 18,840 | 428.3% | 8,880 | -52.9% | | | | 0 | 1 | |
| July | 7,580 | -4.2% | 32,024 | 322.5% | 39,868 | 24.5% | | | | 0 | 6 | |
| Aug | 18,628 | | 16,056 | -13.8% | 17,974 | 11.9% | | | | 0 | 2 | |
| Sept | 0 | | 22,836 | | 37,890 | 65.9% | | | | 0 | 4 | |
| Oct | 6,890 | -47.5% | 12,412 | 80.1% | 30,636 | 146.8% | | | | 0 | 5 | |
| Nov | 0 | -100.0% | 10,896 | | 6,668 | -38.8% | | | | 0 | 1 | |
| Dec | 10,272 | 54.1% | 12,854 | 25.1% | 28,702 | 123.3% | | | | 0 | 5 | |
| TOTAL | 129,080 | 21.3% | 409,336 | 217.1% | 231,332 | -43.5% | 78,782 | 56,324 | 250.8% | 39,391 | 33 | 13 |

**1ST QUARTER YTD TOTAL SALES TAXES AND
SALES TAXES BY CATEGORY**

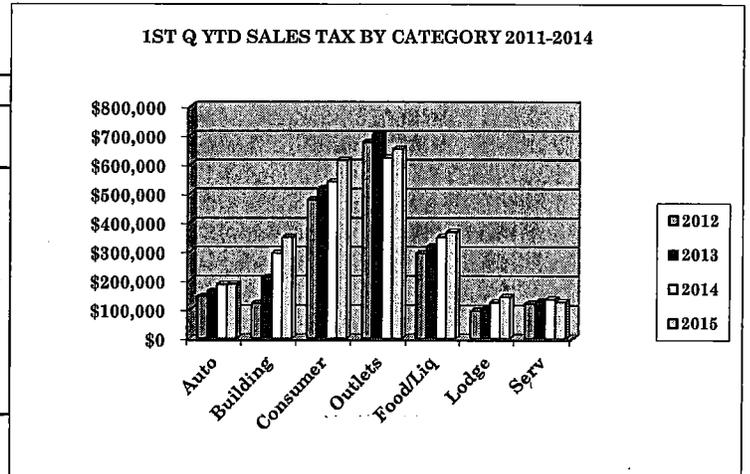
1ST Q YTD 2010-2015 TOTAL SALES TAXES

| 2010 | 2011 | 2012 | 2013 | 2014 | 2015 |
|-------------|-------------|-------------|-------------|-------------|-------------|
| \$1,925,614 | \$1,926,714 | \$1,926,930 | \$2,175,702 | \$2,253,197 | \$2,440,150 |



1ST Q YTD SALES TAX BY CATEGORY 2012-2015

| Category | 2012 | 2013 | 2014 | 2015 |
|--------------|--------------------|--------------------|--------------------|--------------------|
| Auto | \$145,109 | \$162,579 | \$186,513 | \$187,246 |
| Building | \$120,126 | \$210,373 | \$293,962 | \$349,279 |
| Consumer | \$476,557 | \$516,654 | \$540,290 | \$613,761 |
| Outlets | \$675,473 | \$705,531 | \$622,093 | \$652,394 |
| Food/Liq | \$294,034 | \$317,175 | \$349,692 | \$367,293 |
| Lodge | \$95,328 | \$102,115 | \$124,500 | \$143,518 |
| Serv | \$120,303 | \$128,478 | \$136,148 | \$126,659 |
| TOTAL | \$1,926,930 | \$2,142,906 | \$2,253,197 | \$2,440,150 |



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**TOWN OF SILVERTHORNE
PLANNING COMMISSION MEETING MINUTES
MAY 19, 2015 – 6:00 P.M.**

1. CALL TO ORDER – The meeting was called to order at 6:00 p.m., on May 5, 2015, in the Council Chambers of the Silverthorne Town Hall, 601 Center Circle, Silverthorne, Colorado.

2. ROLL CALL – Commissioners present and answering Roll Call were: Stan Katz, Robert Kieber, JoAnne Nadalin, Tom McDonald, Donna Pacetti and Tanya Shattuck. Brian Wray was absent. Staff attending tonight's meeting included: Matt Gennett, Planning Manager and Melody Hillis, Administrative Assistant.

3. CONSENT CALENDAR – Stan Katz made a motion to approve the May 5, 2015, Planning Commission minutes, as corrected. JoAnne Nadalin seconded. The motion was approved by a vote of six to zero (6-0). Brian Wray was absent.

4. CITIZEN'S COMMENTS:
None.

5. PUBLIC HEARING:

Final Plat Approval – Angler Mountain Ranch, Filing No. 3, a resubdivision of Tract A, Angler Mountain Ranch, Filing No. 3.

Matt Gennett, Senior Planner, presented the project. Tim Crane, Compass Homes Development, LLC, is requesting approval of a Final Plat for a resubdivision of Tract A, Angler Mountain Ranch, Filing No. 3.

COMMISSIONER QUESTIONS:

Stan Katz - Questioned the 35 foot temporary construction easement and permanent right-of-way easement. The permanent right-of-way easement appears to be on the Oxbow Ranch. How is this working out, did the Applicant have to get an approval from the owner's of the Oxbow Ranch.

Matt Gennett - That is an agreement that Angler Mountain Ranch has with Oxbow Ranch. Requested that Stan Katz repeat his question since Tim Crane just walked in.

Stan Katz - Repeated his question.

Matt Gennett - Stan Katz is asking about the 35 foot easement on the Oxbow Ranch.

Stan Katz - What is the area designated as a permanent right-of-way easement due east of the Angler Mountain Ranch Road, if it is a permanent right-of-way easement, does that mean that there is going to be a road built?

Tim Crane - It is for the retaining wall and grading.

Matt Gennett - Stan Katz is referring to the 35 foot temporary construction easement.

Stan Katz - It appears to be on the Oxbow Ranch property.

Tim Crane - Compass Homes Development. Worked with the Arnold's, instead of building a retaining wall within the right-of-way, it was graded out so that they would have future access onto the Oxbow Ranch at grade to Angler Mountain Road. Otherwise our alternative to meet the road grade was to build a retaining wall and that would not benefit them at all in the future, so they granted us a grading easement.

Donna Pacetti - Is the Applicant is going to give up the drainage ditch on lot 6?
 Matt Gennett - Vacating a portion of the drainage easement on part of lot 6.
 Donna Pacetti - The plans show the drainage being installed, wondering whether it is being taken out or being installed.

Joe Maglicic - Ten Mile Engineering. Both actually, the original Filing 3, several years ago, the detention pond was installed, and was consistent with the preliminary plat. When designing the final details of the road design and everything, the previous inlet that was previously platted was looked at, and made more sense to relocate it as now shown on the plans.

Donna Pacetti - Reviewed the seeding list, and noted that the seeding would be put down in an erosion blanket, so do the seeds just pop through the blanket?

Joe Maglicic - Yes, over the past years' experience has taught us that using the erosion blanket is the best way to go. The blanket does two things, it keeps the erosion down and also holds the moisture in, so the grass seed germinates fast. They are biodegradable and will break down.

APPLICANT COMMENTS:

None.

PUBLIC COMMENT:

None.

CLOSED PUBLIC COMMENT.

COMMISSIONER COMMENTS:

None.

TOM MCDONALD MADE A MOTION TO RECOMMEND APPROVAL OF THE FINAL PLAT FOR ANGLER MOUNTAIN RANCH, FILING NO. 3, THIRD AMENDMENT.

STAN KATZSECONDED.

MOTION PASSES BY A VOTE OF SIX TO ZERO (6-0). BRIAN WRAY ABSENT.

6. OTHER ITEMS:

Matt Gennett – upcoming Planning Commission items upcoming are: River's Edge will be coming before the Planning Commission in the next couple of weeks, possibly on June 2nd.

Staff had a meeting last week with the former representatives of Silver Trout Estates spoke with Staff about resubmitting, have not done so yet. If Planning Commission remembers final approval was given and the project expired due to the fact that they couldn't meet the security requirements. Tanya Shattuck asked if is that the triangle next to the Ponds? Matt Gennett; yes it is wedged between Angler Mountain Ranch and the Ponds at Blue River. Matt Gennett stated it could be coming before the Planning Commission as a Preliminary and Final Site Plan combined.

Matt Gennett informed Stan Katz and Tom McDonald that their terms on the Planning Commission expire in July. If you are interested in being reappointed please submit a letter of interest by July 1, 2015.

Robert Kieber: Saw something about Town grants to various businesses, Dunkin Donuts? Where is Dunkin Donuts in Silverthorne? Matt Gennett: They have proposed to locate where Café Toro is currently. Have leased that space, and are a franchisee of Dunkin Donuts, they are not the corporate business. The last time that Planning Staff met with the franchisee they were having trouble convincing the corporate office that their plan would meet the minimum requirements of Dunkin Donuts corporate, in terms of doing some improvements to that site. Staff has informed them that a Site Plan Modification application is required, need to get the parking lot repaired and paved. Staff has also informed them that some repair and maintenance needs to be done at the bare minimum to open, that is being triggered by repainting and installation of a sign. Staff doesn't think the corporate Dunkin Donuts is going to allow them to do the minimum level of maintenance and allow them to have the corporate logo on the building. The franchisee and the corporate office are trying to work on it and come up with a solution. The grant money won't be released to them unless Dunkin Donuts will commit to the improvements.

Stan Katz, did you say that Rivers Edge is coming back, is it coming back as a Site Plan? Matt Gennett it will be coming before the Planning Commission as a full blown application, believe that they are coming in for just a Preliminary Plan at this point and are proposing to develop under existing zoning. Stan Katz: So, they aren't asking for a PUD? Matt Gennett: Not to my knowledge.

JoAnne Nadalin asked what happened to McDonald's project. Matt Gennett stated that their project approval has expired recently, and that there are some internal discussions on which McDonald locations are going to be addressed. Have heard that there will possibly be a year delay. Robert Kieber asked if McDonalds is corporate owned? Matt Gennett: Yes believe it is.

JoAnne Nadalin was at an HOA meeting, and Fox Field was brought up, and they had done some sort of community event, have they come to the Town. Matt Gennett: Yes, they have come to us, it is a complicated scenario on that site, as there are two different properties there. Stan Katz asked where that is located? Robert Kieber: It was previously known as Fox Crossing. Matt Gennett: It has been renamed, and the Applicants are trying to figure out what they can and can't do.

Robert Kieber what about Starbucks at the Outlets? Matt Gennett stated that construction is supposed to begin in July.

Donna Pacetti: Noticed in the Town Council comments that they approved Angry James Brewery with the 12 conditions. Matt Gennett stated that yes, it was approved as a Preliminary Site Plan. Donna Pacetti: Just for my knowledge how does that work? Matt Gennett: They will have to come back at final with those conditions having been met and their site plan will have to reflect those changes. Those will have to be resolved before building permit submittal, Staff is aware that they have modified their site plan quite a bit to conform to those conditions. The stairs may protrude onto the sidewalk, but that is minor compared to everything else. Stan Katz: Are they still going to have stairs or going to make a ramp? Matt Gennett: They have eliminated at least one step out of the four.

7. ADJOURNMENT:

STAN KATZ MADE A MOTION TO ADJOURN AT 6:20 P.M.

JOANNE NADALIN SECONDED.

MOTION PASSES BY A VOTE SIX TO ZERO (6-0). BRIAN WRAY ABSENT.

Submitted for approval by:

Approved this of 2nd day of June, 2015.

Melody Hillis,
Planning Commission Secretary

Robert Kieber, Chairman

These minutes are only a summary of the proceedings of the meeting. They are not intended to be comprehensive or to include each statement, person speaking or to portray with complete accuracy. The most accurate maintained in the office of the Planning Commission Secretary.