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141-



BRIAN AVENUE BUSINESS CENTER  
ANNEXATION AGREEMENT

THIS AGREEMENT is voluntarily made and entered into as of the 11 day of September 2002, by and between the Town of Silverthorne, Colorado, a Colorado home rule Municipality (hereinafter referred to as the "Town"), and Brian Avenue Properties, L.L.C., a Colorado limited liability company and, its successors and assigns (hereinafter referred to as the "Property Owner").

A. The Property Owner is the owner of certain real property (the "Property") situated in the County of Summit, State of Colorado, which Property is described in **Exhibit A** attached hereto and made a part hereof.

B. The Property Owner desires to have the Property annexed to the Town and zoned PUD Planned Unit Development as provided herein.

C. The Town wishes to annex the Property into the Town and shall consider the zoning application for the Property upon the condition that this Agreement is approved by the Town and is executed by the Town and the Property Owner.

NOW, THEREFORE, in consideration of the foregoing recitals, mutual covenants, and promises set forth below, the receipt and sufficiency of which are mutually acknowledged, the Town and the Property Owner hereby agree as follows:

1. Annexation. The annexation of the Property shall be in accordance with the Colorado Municipal Annexation Act of 1965, as amended.

2. Purpose. The purpose of this Agreement is to set forth the terms, conditions, and fees to be paid by the Property Owner upon annexation and initial development of the Property. Unless otherwise expressly provided to the contrary herein, 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 of Silverthorne

3. Water Services.

(a) Water Rights; Construction of Lines: The parties acknowledge that the Town will provide water service to the Property. The Town will provide water services to the Property if the Property Owner satisfies all requirements of the Town including, but not limited to, the dedication of water rights in the amount of 1.3 acre feet, hereby determined to be sufficient to service the proposed development, and the construction of water lines and facilities necessary to service the land use proposed for the Property. Property Owner shall dedicate and transfer to the Owner such water rights, of a priority acceptable to the Town and with the legal right of diversion at the Town's decreed points of diversion, on or before two (2) years after the date of this Agreement. At the time of execution of this Agreement, Property Owner shall post with the

SPD

Town its letter of credit, in form acceptable to the Town, in the amount of \$45,500.00 to guarantee performance of its obligations under this Paragraph 3(a). In the event (1) the Property Owner fails to provide such water rights, or (2) the water rights provided are not of acceptable propriety or diversion location, the Town may collect the entirety of the \$45,500, and Property Owner shall be released from the obligations of this paragraph 3(a).

(b) System Development (tap) Fees: The Parties agree that the owner of each lot within the development shall be required to pay the water system development fee set forth in the version of Appendix A to the Silverthorne Town Code 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 of the eight (8) lots within the proposed development prior to building permit issuance. No owner of any lot within the proposed 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.

#### 4. Sewer Services.

(a) General; Construction of Lines: The Parties acknowledge that the Town has no obligation under this Agreement to provide sewer service to the Property. The Joint Sewer Authority (JSA) will provide sewer services to the Property if the Property Owner satisfies all requirements of the JSA including, but not limited to, the construction of sewer and wastewater treatment lines and facilities 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 sewer system development fee set forth in the version of Appendix A to the Silverthorne Town Code 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 of the eight (8) lots within the proposed development prior to building permit issuance. No owner of any lot within the proposed 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 Fee. Town Code Section 4-4-92(d) requires payment of a sewer opportunity fee. Property Owner shall pay this fee, calculated as \$35,200, based upon 22 EQR's, upon annexation of the property. In the event any building is proposed for a size or a use which would require more than 2.75 EQR's, the additional sewer opportunity fee, in the amount specified in the then-current version of Appendix A to the Silverthorne Town Code, must be paid by the lot Owner prior to building permit issuance. Substantially the text of this paragraph shall be included on the recorded plat of the development.

#### 5. Zoning and Development.

a. Zoning Ordinance: The Property Owner hereby consents to zoning the Property PUD-Planned Unit Development pursuant to the Development

Plan and Guide that is adopted by Ordinance No. 2002-9 contemporaneously with execution of this Agreement.

- b. **Town Fees.** The Property Owner hereby agrees to pay the Town the actual cost plus fifteen percent (15%) to defray the administrative and review expenses of the Town, and for engineering, surveying, and legal services rendered in connection with the review of the annexation of the Property which cost shall be determined by the Town Community Development Director. In addition, the Property Owner shall reimburse the Town for the actual cost of making corrections or additions to the official Town Map, with a fee for recording such map, if necessary, and accompanying documents with the Summit County Clerk and Recorder. The Property Owner further agrees to pay all building fees, use taxes, impact fees, and excise taxes as established by Town ordinance at the time this Agreement is executed and such additional fees and taxes as may be in effect at the time of development of the Property (as evidenced by plat approval) except as specifically provided by this Agreement. The Town may withhold any plat approval or withhold the issuance of any permits for construction or occupancy for failure to pay Town fees and taxes as provided herein. All fees recited in this Agreement shall be subject to amendment by the Town Council by ordinance so long as any such amendment is Town-wide in application. Any such amendment to the fees shall be deemed incorporated into this Agreement as if originally set forth herein.

6. Public Land Dedication. The Property Owner hereby agrees to make payment in lieu of land dedication to meet the Public Land Dedication requirement set forth in Town Code Section 4-4-9. The Property Owner's payment in lieu of land dedication shall be made upon annexation of the Property and shall be a cash payment of \$120,000.

7. Brian Avenue Sidewalk. The Property Owner hereby agrees to design and construct a six foot wide concrete sidewalk with curb and gutter meeting Town standards along the eastern portion of Brian Avenue Right-of-Way for the length of the Right-of-Way for which the proposed development fronts.

8. Architecture. The Property Owner shall development the Property consistent with the Brian Avenue Business Center Architectural Design Guidelines and PUD Guide, which are attached as **Exhibit B**, and incorporated by this reference.

9. Permitted Development. The Property Owner shall develop the Property in accordance with this Agreement, Town ordinances and regulations, and applicable state and federal law and regulations. The Town shall allow and permit the development of the Property upon submission of proper application and payment of fees imposed by the Town ordinances and regulations. The Property Owner shall cause to be created at the time of the first final plat a mandatory owners association for the purpose of maintaining the common landscaping berm on Lots 1-4 and those areas described as common among future lot owners.

10. Real Estate Transfer Assessment. The property Owner hereby authorizes the Town to collect a Real Estate Transfer Assessment in the amount of 1% of the sales price for any property located within the Project. The Property Owner agrees to record a covenant burdening the Property accordingly. This Assessment shall be assessed upon and paid for each and every time a parcel is sold within the Property in perpetuity. The Assessment shall be remitted to the Town and shall be deposited in the Town's Parks, Trails and Open Space Fund for expenditure for purposes of that fund. The Town shall be exclusively responsible for collecting the Assessment.

11. Economic Impact Analysis: Property Owner shall provide, prior to final reading of the annexation and zoning ordinance (**Exhibit C**) an updated economic impact analysis documenting that there will be no negative fiscal impact to the Town as a result of annexation and development of the Property.

12. Vested Rights. The Property Owner waives any prior vested property rights acquired in Summit County so long as the Property remains annexed into the Town. Approval of this Agreement and the Annexation and Zoning Ordinances shall constitute approval of a "site specific development" plan under C.R.S. § 24-68-101 *et seq.*, and shall entitle Property Owner to a vested right to undertake and complete the development of three (3) years duration from the date of such ordinance.

13. Remedies. The Property Owner's remedies against the Town for the Town's breach of this Agreement are limited to breach of contract claims. In no event shall property owner be entitled to lost profits, consequential or punitive damages. The Town's remedies under this Agreement include, but are not limited to, the following:

- a. The refusal to issue any building permit or certificate of occupancy.
- b. The revocation of any building permit previously issued under which construction directly related to such building permit has not commenced, except a building permit previously issued to a third party.
- c. A demand that the security given for the completion of the public improvement be paid or honored.
- d. Any other remedy available by law.

Upon the first to occur of: (1) expiration of the two year period set forth in Paragraph 3(a), or (2) dedication and transfer to the Town of acceptable water right by Property Owner as contemplated by that Paragraph, and provided further that all of Property Owners' obligations under the Site Development Agreement relating to the development have been satisfied, the remedies available to the Town under this Paragraph shall be available only against the property of the offending owner.

14. Authority of the Town. Nothing contained in this Agreement shall constitute or be interpreted as a repeal of existing codes or ordinances or as a waiver or abrogation of the Town's legislative, governmental, or police powers to promote and protect the health, safety, and general

welfare of the Town or its inhabitants; nor shall this Agreement prohibit the enactment by the Town of any fee that to of uniform or general application.

15. Termination. If the zoning as set forth above is not approved by ordinance, or if the annexation of the Property is for any reason not completed, or this Agreement is not approved by Town Council, then this Agreement shall be null and void and of no force and effect whatsoever, and any monies paid will be reimbursed to Property Owner.

16. Binding Effect. This Agreement, when executed, shall inure to the benefit of and be binding on the successors or assigns in interest or the legal representatives of the parties hereto, including all the purchasers and subsequent owners of any lots or parcels within the Property. This Agreement constitutes the entire agreement of the parties and may be amended only in writing, approved in substantially the same manner as the Agreement itself. This Agreement is binding upon and shall run with the land.

17. Recordation of Agreement. This Agreement shall be recorded with the Clerk and Recorder of Summit County, Colorado, upon the effective date of Ordinance No. 2002-8, which is the ordinance accomplishing the annexation of the Property. This Agreement shall run with the land, and shall be binding upon and shall inure to the benefit of the heirs, successors, and permitted assigns of the parties hereto.

18. Effective Date. This Agreement shall be effective and binding upon the parties immediately upon the effective date of ordinances annexing and zoning the Property, regardless of whether the Agreement is executed prior to the effective date of said ordinance annexing and zoning the Property.

19. Severability. It is understood and agreed by the parties that if any part, term, or provision of this Agreement is held by the courts to be illegal or in conflict with any law of the State of Colorado, the validity of the remaining portions or provisions shall to 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.

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

21. Notice. All notice required under this Agreement shall be in writing and shall be hand-delivered or sent by registered or certified mail, return receipt requested, postage prepaid, to the addresses of the parties herein set forth. All notices so given shall be considered effective on the earlier of actual receipt or seventy-two (72) hours after deposit in the United States Mail with the proper address as set forth below. Either party by notice so given may change the address to which future notices shall be sent.

To the Town: Kevin Batchelder, Town Manager  
Town of Silverthorne

601 Center Circle  
Post Office Box 1309  
Silverthorne, Colorado 80498

With required copy to:  
Gerald Dahl  
Gorsuch Kirgis, L.L.P.  
Tower I, Suite 1000  
1515 Arapahoe Street  
Denver, Colorado 80202  
Fax: (303) 376-5001

To the Property Owner:  
Brian Avenue Properties, LLC  
Scott Downen  
Post Office Box 2369  
Silverthorne, Colorado 80498  
Fax: (970) 468-8027

With a required copy to:  
Mark Richmond  
Richmond, Neiley & Sprouse, LLC  
620 Main Street  
Frisco, CO 80443  
Fax: (970) 668-3757

22. Waiver. No waiver of one or more of the terms of this Agreement shall constitute a waiver of other terms. No waiver of any provision of this Agreement in any instance shall constitute a waiver of such provision in other instances.

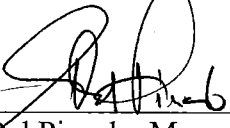
23. Further Assurances. Each party shall execute and deliver to the other all such other further instruments and documents as may be reasonably necessary to carry out this Agreement in order to provide and secure to the other party the full and complete enjoyment of its rights and privileges under this Agreement.

24. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

25. Entire Agreement – Amendments. This Agreement embody the whole agreement between 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 hereto. This Agreement may be amended by written agreement between the Property Owner and the Town acting pursuant to Town Council authorization.

IN WITNESS WHEREOF the parties have signed this Agreement as of the date set forth above.

TOWN OF SILVERTHORNE, COLORADO



By:   
Lou Del Piccolo, Mayor

ATTEST:

  
Michele Karlin, Clerk



BRIAN AVENUE PROPERTIES, L.L.C.

By:   
Title: 

ATTEST:

 9/5/02

STATE OF COLORADO )  
 ) ss.  
COUNTY OF SUMMIT )

The foregoing instrument was subscribed, sworn to, and acknowledged before me this  
5<sup>th</sup> day of September, 2002 by Scott Downen, as  
the Manager of Brian Avenue Properties, L.L.C.

My commission expires: 5-18-2006



MY COMMISSION  
EXPIRES MAY 18, 2006

Kathleen A. Marshall  
Notary Public

*SEP*



**EXHIBIT A**

**Legal description of Property to be annexed**

A TRACT OF LAND LOCATED IN THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF SUMMIT, STATE OF COLORADO, PREVIOUSLY DESCRIBED AS TWO PARCELS AT RECEPTION NO. 187997 (EAST PARCEL) AND AT RECEPTION NO. 206962 (WEST PARCEL) IN THE COUNTY RECORDS AND KNOWN AS THE BRIAN AVENUE BUSINESS CENTER LOCATED NORTH OF THE ARCTIC PLACER SUBDIVISION AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE INTERSECTION OF BRIAN AVENUE AND WEST SIXTH STREET IN THE TOWN OF SILVERTHORNE AND ALSO BEING THE NORTHEAST CORNER OF SAID ARCTIC PLACER SUBDIVISION, WHENCE THE NORTHWEST CORNER OF SAID SECTION 12, A STANDARD B.L.M. BRASS CAP, BEARS N33°25'24"W 1681.74 FEET DISTANT; THENCE ALONG THE NORTH BOUNDARY OF SAID ARCTIC PLACER SUBDIVISION FOR THE FOLLOWING TWO (2) COURSES:

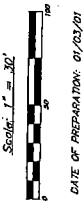
- 1.) S64°13'02"W A DISTANCE OF 342.19 FEET;
- 2.) N89°59'29"W A DISTANCE OF 209.24 FEET TO THE NORTHWEST CORNER OF SAID ARCTIC PLACER SUBDIVISION;

THENCE N16°32'21"W A DISTANCE OF 273.70 FEET; THENCE N64°31'30"E A DISTANCE OF 458.41 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID BRIAN AVENUE; THENCE S30°16'48"E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 359.83 FEET TO THE POINT OF BEGINNING, CONTAINING 3.936 ACRES, MORE OR LESS.

# BRIAN AVENUE BUSINESS CENTER ANNEXATION MAP TO THE TOWN OF SILVERTHORNE A PORTION OF THE NW 1/4 OF SECTION 12, T.5S., R.78W., OF THE 6th P.M. SUMMIT COUNTY, COLORADO

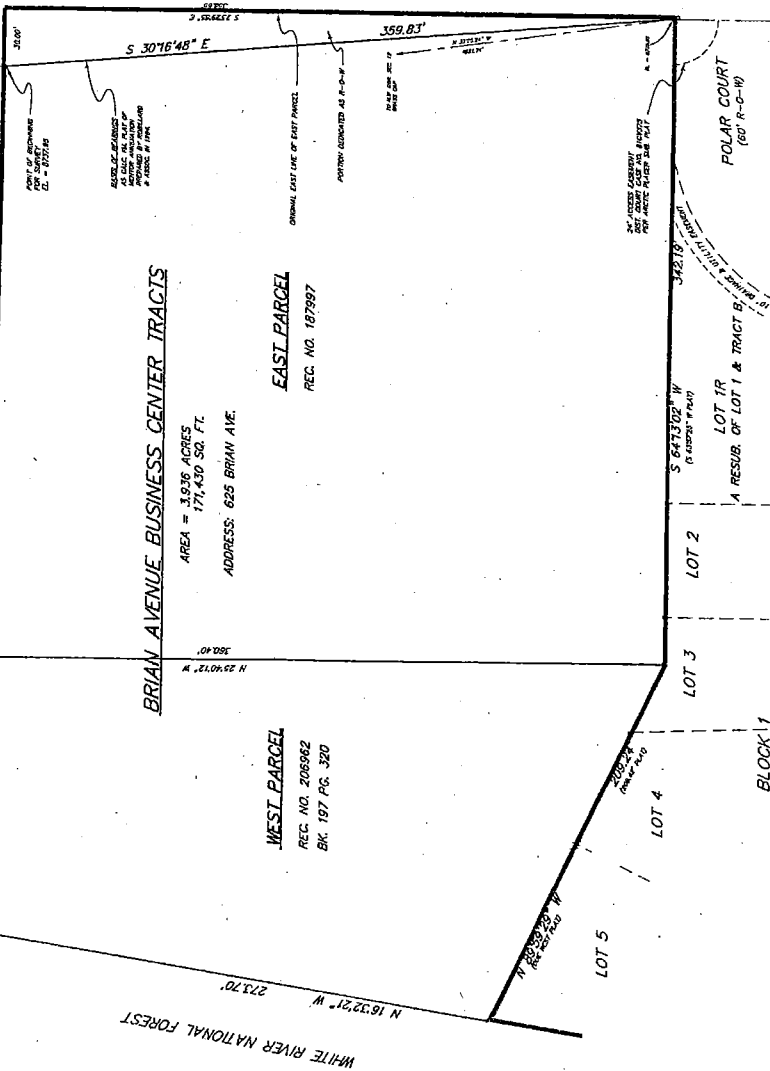
UNPLATTED / ALL VALLEY STORAGE  
REC. NO. 208942

- LEGEND
- ROAD W/ 4" PLUMB POLY-ETHYLENE CAP
  - ROAD W/ 8" PLUMB POLY-ETHYLENE PLASTIC CAP
  - ROAD W/ 12" PLUMB POLY-ETHYLENE PLASTIC CAP
  - ROAD W/ 18" PLUMB POLY-ETHYLENE PLASTIC CAP
  - ROAD W/ 24" PLUMB POLY-ETHYLENE PLASTIC CAP
  - ROAD W/ 30" PLUMB POLY-ETHYLENE PLASTIC CAP
  - ROAD W/ 36" PLUMB POLY-ETHYLENE PLASTIC CAP



DATE OF PREPARATION: 01/23/01

BRIAN AVENUE  
(60' R-O-W)



UNPLATTED  
PUBLIC SERVICE CO. OF COLO.  
BK. 217 PG. 437 / BK. 192 PG. 519

**WEST PARCEL**  
REC. NO. 208942  
BK 187 PG. 320

**EAST PARCEL**  
REC. NO. 187987

**BRIAN AVENUE BUSINESS CENTER TRACTS**

AREA = 3.628 ACRES  
171,430 SQ. FT.  
ADDRESS: 625 BRIAN AVE.

**LEGAL DESCRIPTION**  
BRIAN AVENUE BUSINESS CENTER TRACTS

... AND THE PART OF THE NW 1/4 OF SECTION 12, T.5S., R.78W., ...

**SUBMITTER'S CERTIFICATE**

I, the undersigned, being a qualified land director of the State of Colorado, ...

**CERTIFICATE OF CLERK OF ANNEXATION, DEPARTMENT OF LANDS**

I, the undersigned, being the Clerk of the County of Summit, Colorado, ...

FORM OF SUBMITTING DOCUMENT

USE OF REGISTER MAP

ATTACH

RECORDS SECTION

CLERK & RECORDER'S ACCEPTANCE

THE STATE HAS ACCEPTED THIS MAP IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER AT ...

**BEARING BASE**

... THE POINT WAS ACCEPTED FOR PARS IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER AT ...

**UTILITIES**

... THE FOLLOWING SHOWS IS AND CONTAINS COMMERCIAL USES OF THE LAND ...

**ZONING**

... THE PROVISIONS OF THE ZONING ORDINANCE OF THE TOWN OF SILVERTHORNE ...

**SPECIAL DISTRICT**

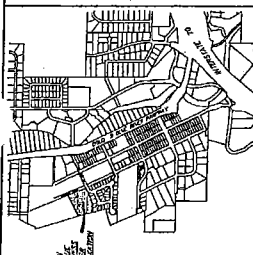
... THE PROVISIONS OF THE ZONING ORDINANCE OF THE TOWN OF SILVERTHORNE ...

W. SIXTH ST.  
(60' R-O-W)

SILVERTHORNE  
PROFESSIONAL PARK

OWNER: BRIAN AVENUE PROPERTIES, LLC  
1/3 PARTNER, 2/3 PARTNER, MANAGER  
P.O. BOX 2388  
FRISCO, CO. 80443

PERIMETER LENGTH = 1643.17'  
1/8 PERIMETER = 223.00'  
CONTIGUOUS LINE = 1365.87'



VICINITY MAP

NOT TO SCALE

**EXHIBIT B**

**Brian Avenue Business Center Architectural Design Guidelines  
and PUD Guide**

# BRIAN AVENUE BUSINESS CENTER SILVERTHORNE, COLORADO FINAL DEVELOPMENT PLAN INFORMATION

## PROJECT OVERVIEW

The Brian Avenue Business Center is proposed as a Planned Unit Development and subdivision of property that will become a part of the Town of Silverthorne. The Parcel is located in the Northwest quadrant of the intersection of Skop Street and Brian Avenue. The existing roadway lies inside the corporate limits of the Town of Silverthorne. The land on which the proposed project is located lies adjacent to the Town boundary and the applicant is requesting annexation with this application for development review. The subdivision will consist of eight (8) individually owned lots which may be developed to construct light commercial and office buildings. These buildings will provide much needed space to local construction companies and related service businesses to locate in town.

The Brian Avenue Business Center anticipates creation of residential apartments above the commercial and office spaces. The option to provide rental housing in close proximity to ones place of employment will assist in addressing the housing crunch that pervades the local community.

The proposed Business Center is located on approximately 3.94 acres of ground in the Town of Silverthorne, Summit County, Colorado. The parcel is zoned R1 and R2 and lies on the east side of Skop Street, and the USFS to the West. Existing improvements include two (2) old farm barn buildings existing along at this time. The owner has used this parcel for storage of materials and construction equipment. The West Town waste traverse across the Northwest corner of the parcel.

## PROJECT DESCRIPTION

The Brian Avenue Business Center will consist of eight (8) lots ranging from .39 acres to .64 acres in size. Each lot will be developed by the applicant and privately owned. The owner will construct and maintain a private drive (ad-fee) access driveway access to the lots. The shallow utilities (septic, gas, telephone, and cable television) will be installed underground. When constructed, all improvements will meet the requirements of the Town.

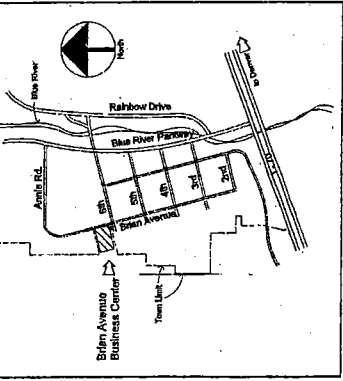
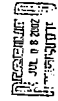
The Brian Avenue Business Center will be constructed with significant landscaping to buffer the project from the Arctic Placer. The Applicant will complete installation of an attractive screen berm that will be heavily landscaped. The entryway to the site will be landscaped with lighting and signage to identify the Center and each individual business within the project. The West Town waste will be improved in order to properly convey surface storm flows across the property.

## LAND USE SUMMARY

LOT	ZONING	ACREAGE	RESIDENTIAL	SILVERTHORNE SITE PLAN REVIEW
1	Commercial / Residential	0.39 acres	2 units optional	-
2	Commercial / Residential	0.39 acres	2 units optional	-
3	Commercial / Residential	0.39 acres	2 units optional	-
4	Commercial / Residential	0.47 acres	2 units optional	-
5	Commercial / Residential	0.64 acres	2 units optional	-
6	Commercial / Residential	0.39 acres	2 units optional	-
7	Commercial / Residential	0.39 acres	2 units optional	-
8	Commercial / Residential	0.39 acres	2 units optional	-
Total Property/Acreage		3.935 acres		

## TABLE OF CONTENTS

- 1. Final Development Plan Information - Cover Sheet - General
- 2. Final Development Plan Information - Land Use
- 3. Final Development Plan Information - Architectural & Landscape Guidelines
- C.1 Grading & Drainage Plan
- C.2 Sewer & Water Plan
- L.1 Landscape Plan



## DIRECTORY

- Owner**: Scott Downen, Jerry Isbeken, Mark Richmond, Dave Clement, Michael S. Rosenfeld
- Downen Proprietor**: Mark Richmond
- Design Consultant**: Richmond, Nelson & Sprague, LLC
- Civil Engineer**: Range West, Inc.
- Site Engineer**: Range West, Inc.
- Architect**: Michael S. Rosenfeld and Consulting
- Landscape Architect**: Chad Gilman, Nels Lundquist, Inc.

970-462-7813  
970-462-5553  
970-683-0178  
970-683-6281  
303-321-2547  
970-462-0090

Revised: 07/12/12  
Project No.: 120002  
Drawing No.: 0000  
Date: 07/12/12

**BRIAN AVENUE BUSINESS CENTER**  
SILVERTHORNE  
A PORTION OF THE NW ¼ OF SECTION 12,  
T4S, R70W, OF THE 6TH P.M.,  
SUMMIT COUNTY, COLORADO

**LEGAL DESCRIPTION**  
BRIAN AVENUE BUSINESS CENTER  
A TRACT OF LAND LOCATED IN THE NORTHWEST ¼ OF SECTION 12,  
T4S, R70W, OF THE 6TH P.M., SUMMIT COUNTY, COLORADO,  
COUNTY OF SUMMIT, STATE OF COLORADO, EXCLUSIVELY OWNED  
BY THE COLORADO STATE LAND OFFICE, BEING PARCELS OF THE  
TWO PARCELS AT RECEPTION NO. 18787 (EAST PARCEL) AND AT RECEPTION NO.  
18788 (WEST PARCEL), BEING PART OF THE COLORADO STATE LAND OFFICE  
SUBDIVISION AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF THE INTERSECTION OF BRIAN  
AVENUE AND WEST SIXTH STREET IN THE TOWN OF SILVERTHORNE AND  
THENCE S67°02'47" E ALONG THE WEST RIGHT-OF-WAY LINE OF  
SAID BRIAN AVENUE, THENCE S67°02'47" E ALONG SAID WEST RIGHT-OF-WAY  
LINE A DISTANCE OF 207.98 FEET, THENCE S67°02'47" E  
A DISTANCE OF 481.41 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF  
SAID BRIAN AVENUE, THENCE S81°04'46" E ALONG SAID WEST RIGHT-OF-WAY  
LINE A DISTANCE OF 181.74 FEET TO THE POINT OF BEGINNING, CONTAINING  
3.935 ACRES, MORE OR LESS.

1) 384-1132W/A DISTANCE OF 342.19 FEET  
TO THE NORTHWEST  
CORNER OF SAID ARCTIC PLACER SUBDIVISION

THENCE NORTH 72°17'34" EAST OF 207.98 FEET, THENCE NORTH 81°41'46" EAST  
A DISTANCE OF 481.41 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF  
SAID BRIAN AVENUE, THENCE S81°04'46" E ALONG SAID WEST RIGHT-OF-WAY  
LINE A DISTANCE OF 181.74 FEET TO THE POINT OF BEGINNING, CONTAINING  
3.935 ACRES, MORE OR LESS.

PROJECT STATISTICS	
<b>LOT 1</b>	<b>LOT 2</b>
Lot Size: 0.39 acres	Lot Size: 0.39 acres
Building Envelope: 4,420 square feet	Building Envelope: 11,294 square feet
Front Setback: 10 feet	Front Setback: 10 feet
Rear Setback: 30 feet	Rear Setback: 29 feet
Side Setback: 10 feet	Side Setback: 10 feet
Building Height: 35 feet	Building Height: 35 feet
Rear Building Height: 28 feet	Rear Building Height: 29 feet
<b>LOT 3</b>	<b>LOT 4</b>
Lot Size: 0.39 acres	Lot Size: 0.39 acres
Building Envelope: 4,420 square feet	Building Envelope: 11,294 square feet
Front Setback: 10 feet	Front Setback: 10 feet
Rear Setback: 30 feet	Rear Setback: 29 feet
Side Setback: 10 feet	Side Setback: 10 feet
Building Height: 35 feet	Building Height: 35 feet
Rear Building Height: 28 feet	Rear Building Height: 29 feet
<b>LOT 5</b>	<b>LOT 6</b>
Lot Size: 0.39 acres	Lot Size: 0.39 acres
Building Envelope: 4,420 square feet	Building Envelope: 11,294 square feet
Front Setback: 10 feet	Front Setback: 10 feet
Rear Setback: 30 feet	Rear Setback: 29 feet
Side Setback: 10 feet	Side Setback: 10 feet
Building Height: 35 feet	Building Height: 35 feet
Rear Building Height: 28 feet	Rear Building Height: 29 feet
<b>LOT 7</b>	<b>LOT 8</b>
Lot Size: 0.39 acres	Lot Size: 0.39 acres
Building Envelope: 4,420 square feet	Building Envelope: 11,294 square feet
Front Setback: 10 feet	Front Setback: 10 feet
Rear Setback: 30 feet	Rear Setback: 29 feet
Side Setback: 10 feet	Side Setback: 10 feet
Building Height: 35 feet	Building Height: 35 feet
Rear Building Height: 28 feet	Rear Building Height: 29 feet

## PROJECT NOTES:

- 1. Snow Storage
  - 2. Landscaping
  - 3. Driveway
  - 4. Direction of Survey
- Will be per Town of Silverthorne Development Code for each lot.

5/13/12



# BRIAN AVENUE BUSINESS CENTER

## SILVERTHORNE, COLORADO

### FINAL DEVELOPMENT PLAN INFORMATION

#### BRIAN AVENUE BUSINESS CENTER ARCHITECTURAL AND LANDSCAPE GUIDELINES

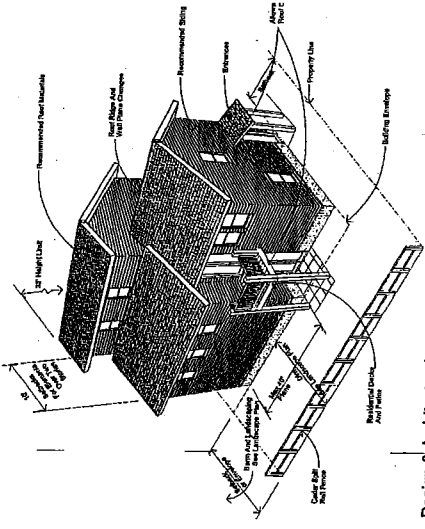
- Building Envelope**  
All building envelopes shall be finished on the flat and for 1:1.5. The maximum height shall be 40 feet. All buildings shall be finished on the flat and for 1:1.5. The maximum height shall be 40 feet. All buildings shall be finished on the flat and for 1:1.5. The maximum height shall be 40 feet.
- Grading and Drainage**  
Grading shall be to meet minimum drainage requirements. All drainage shall be to the south. All drainage shall be to the south. All drainage shall be to the south.
- Landscaping and Plant Materials**  
Landscaping shall be to meet minimum drainage requirements. All drainage shall be to the south. All drainage shall be to the south. All drainage shall be to the south.
- Construction**  
Construction shall be to meet minimum drainage requirements. All drainage shall be to the south. All drainage shall be to the south. All drainage shall be to the south.

- Height**  
Height shall be to meet minimum drainage requirements. All drainage shall be to the south. All drainage shall be to the south. All drainage shall be to the south.
- Materials**  
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- Orientation**  
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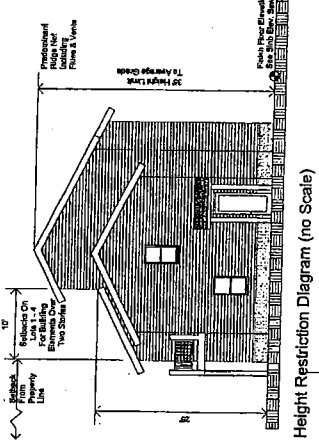
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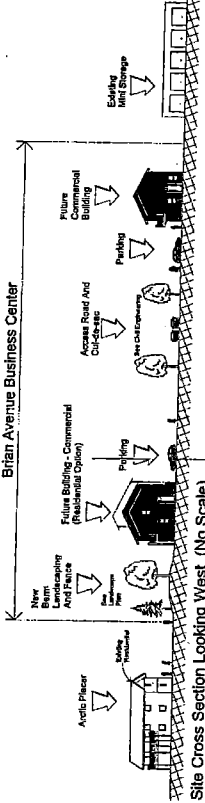
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Design & Architectural Concepts For Lots 1 thru 4 (No Scale)



Height Restriction Diagram (no Scale)



Site Cross Section Looking West (No Scale)

RECOMMENDED	TURF	BY WIDE	BY WIDE	BY WIDE
Grass	10	10	10	10
Grass	10	10	10	10
Grass	10	10	10	10
Grass	10	10	10	10
Grass	10	10	10	10
Grass	10	10	10	10
Grass	10	10	10	10
Grass	10	10	10	10
Grass	10	10	10	10
Grass	10	10	10	10
Grass	10	10	10	10

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MB

**EXHIBIT C**  
**Economic Impact Analysis**



3773 Cherry Creek North Drive  
Suite 850  
Denver, Colorado 80209-3827  
303.321.2547 fax 303.399.0448  
www.bbcresearch.com  
bbc@bbcresearch.com

August 22, 2002

Mr. Scott Downen  
Columbine Hills Concrete, Inc.  
P.O. Box 2369  
Silverthorne, CO 80498

**Re: Revised Brian Avenue Business Center Fiscal Impact Analysis — Final Report**

Dear Mr. Downen:

This letter identifies the projected fiscal impacts of the proposed Brian Avenue Business Center (Business Center) on the finances of the Town of Silverthorne (Town). It has been updated to reflect changes in the Town budget and the Business Center development plan since May 2001. This letter is divided into six sections: findings, assumptions and limitations, town operations, capital funding, fire services and school district impacts, and a brief conclusion.

#### Findings

The 65,000 square foot Business Center is projected to generate an \$89,000 surplus to the Town of Silverthorne during its three-year construction period and to have small positive impacts annually thereafter. The revenue generated by the project will come from two primary sources:

- Sales tax revenues generated by the local acquisition of construction materials associated with development of the project; and
- Sales tax revenue produced by the 10,000 square foot retail portion of the project.

In addition to producing a surplus in early years, the project will have positive annual impacts on the Town's finances at build out. The size of these impacts will depend largely on sales tax generation at the proposed 10,000 square feet of retail. Given the likely range of taxable sales per square foot generated by this retail space (\$175 to \$200), the project will produce a range of small surpluses for the Town's general fund.

In addition to its general fund impacts, the project will generate approximately \$22,000 per year in sales taxes, and one-time excise tax revenues of \$16,000, for the Town's capital fund to be used for capital expansion, repair or replacement projects anywhere in the community.

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This report focuses primarily on financial impacts on the Town of Silverthorne. However, a brief analysis was also conducted to examine the development's effects on the Lake Dillon Fire Protection District (Fire District) and the Summit County School District (School District). The project is likely to produce a small surplus for the Fire District as a result of property tax revenues and to have no net operating impact on the local School District due to the structure of school finance in Colorado.

#### **Assumptions and Limitations**

This study is based on the Town of Silverthorne's 2002 financial projections as of August 2002 and the comments of Town staff.

**Development assumptions.** The Brian Avenue Business Center will consist of up to 50,000 square feet of commercial development, divided among eight lots, and up to eight residential units located above the commercial space. Based on a conversation with the landowner, this analysis has examined a project consisting of eight residential units and 50,000 commercial square feet. It is assumed that residential units will be built between 2002 and 2004, and that commercial development will be completed in 2003, with the retail component opening in mid-2003. The eight residential units are assumed to primarily be occupied by owners and employees of the attached businesses.

**Public service provision.** With the exception of street maintenance, all public services are assumed to be provided by the Town, Fire District and School District. Road maintenance of the quarter mile of new roadway that will be constructed to access the site will be provided privately by the landowners.

**Limitations.** The fiscal model used in this analysis was developed using the Town's most recent financial projections for 2002 (August 2002) and the development assumptions outlined above. If development build out varies from these assumptions, or if Town service levels or tax rates change, the actual impacts of the business center will vary from the results shown here.

**Scope of analysis:** This report only examines the direct revenues generated, and service requirements imposed, by the Business Center. Second and third order impacts such as sales tax revenues generated by business expenditures or service costs associated with business activity have not been incorporated due to uncertainty about the size of those impacts and questions about whether they will occur within Silverthorne. It should be noted that the surpluses calculated in this report could be augmented or mitigated by the net effect of these second and third order impacts.

**Inflation.** No inflation is considered in this analysis, with costs and revenues assumed to appreciate at equal rates. If equal appreciation does not occur, the results of this analysis will vary from the actual impacts experienced by the Town.

It should be acknowledged that the Brian Avenue Center is a very small addition to the town with a mix of residential and commercial elements and that these characteristics add uncertainty to the process of modeling fiscal impacts, particularly in calculating project-associated service costs.

## Town Operations

Projection of likely operational costs and revenues were developed in two ways:

- For sales tax, road and bridge revenues and some intergovernmental revenues, formulas were used that reflect the town's revenue generation process as applied to the specific characteristics of the development; and
- For other revenues and all expenditures, per household or market value expenditure figures were calculated and applied to development projections.

**Operating revenues.** Sales tax revenues constitute over 60 percent of the Town of Silverthorne's operating budget and provide over 85 percent of the revenues projected in this analysis. Other revenues include the state's Highway User's Trust Fund transfer, a road and bridge fund transfer from Summit County and others.

*Sales tax.* The Town of Silverthorne levies a two percent sales tax, 40 percent of which is applied to operations and 60 percent of which is dedicated to a capital fund. Town sales tax receipts are supplemented by a two percent County sales tax on sales within the Town of Silverthorne, the revenues from which are rebated to the Town. As a result, town operations collect the equivalent of a 2.8 percent sales tax. The town capital fund collects the equivalent of a 1.2 percent tax.

In order to project sales tax revenues from the proposed developments, three calculations were necessary. BBC estimated sales taxes generated by construction expenditures, new resident spending and new retail sales. These sales tax estimates were calculated as follows.

First, BBC assumed construction costs of \$125 per square foot, 50 percent of which are assumed to consist of materials. Of this spending, 30 percent is assumed to occur within the Town of Silverthorne and be eligible for taxation. Given these calculations, a sales tax rate of 2.8 percent and an assumption that residential units will consist of 1,000 square feet each, construction sales tax generation per residential unit is estimated at \$525.

The second set of sales tax calculations involved estimating the revenue generated by new resident spending. This was done using the following steps:

- Using data from the Bureau of Labor Statistics' Consumer Expenditure Survey, BBC estimated that 24 percent of all resident income would be spent on sales taxable goods purchased in Silverthorne. This calculation is presented in the attached Exhibit A.
- Given estimated residential unit values of \$165,000, average residential household income was assumed to total approximately \$49,000 annually.
- Given the above assumptions and a sales tax rate of 2.8 percent, sales tax generation per residential unit was assumed to total \$323 annually.

The final sales tax calculation involved projecting commercial revenues that will be generated by the proposed retail developments. These were calculated using a projection of \$175 in sales per retail square foot. BBC estimates that sales performance on the site is likely to range from \$175 to \$200 per

square foot. While impacts have been calculated at both ends of this range, as described below, the low end was chosen for presentation purposes in order to produce a conservative analysis. Depending on where the project lands in this performance range, it is likely to produce varying levels of surplus for the Town's general fund.

*Highway Users Trust Fund (HUTF).* In 2002, the Town is projected to receive \$178,000 in HUTF revenues. This is based on a state formula that allocates 80 percent of municipal funds based on population and 20 percent based on lane miles. To calculate projected revenues, a per household revenue figure was developed by dividing 80 percent of 2002 revenues by the current 1,330 Town households. The resultant figures were then applied to development projections for new residential units to estimate new revenues.

*Road and bridge revenues.* Summit County passes 0.75 mills of the property tax revenues collected in the Town of Silverthorne on to the Town for road and bridge maintenance.<sup>1</sup> The property tax revenues produced by the Business Center were calculated using projected market values from the development projections and the state's assessment ratios of 0.0915 for residential property and 0.29 for commercial property. These calculations are presented in Exhibit 1 below. Property tax revenues are not shown as realized until two years after completion of construction due to the mechanics of property tax collection in Colorado. Thirty percent of revenues are shown as received on year after completion to reflect assessment during the construction period.

*Exhibit 1:  
Brian Avenue Assessed Valuation, Property Tax Generation Schedule*

	2002	2003	2004	2005	2006
Market Value of Developed Units	\$330,000	\$990,000	\$1,320,000	\$1,320,000	\$1,320,000
Market Value of Improved Land	\$99,000	\$66,000	\$0	\$0	\$0
Residential Market Value Taxable (1)	\$0	\$0	\$198,000	\$990,000	\$1,320,000
Residential Assessment Ratio	0.0915	0.0915	0.0915	0.0915	0.0915
Residential Assessed Valuation	\$0	\$0	\$18,117	\$90,585	\$120,780
Commercial Market Value Taxable (1)	\$0	\$0	\$0	\$4,650,000	\$4,650,000
Commercial Assessment Ratio	0.29	0.29	0.29	0.29	0.29
Commercial Assessed Valuation	\$0	\$0	\$0	\$1,348,500	\$1,348,500
Total Assessed Valuation	\$0	\$0	\$18,117	\$1,439,085	\$1,469,280
Road and Bridge Mill Levy	0.74650	0.74650	0.74650	0.74650	0.74650
Road and Bridge Property Tax Revenue	\$0	\$0	\$14	\$1,074	\$1,097
Lake Dillon F.P.D. Mill Levy	5.01700	5.01700	5.01700	5.01700	5.01700
F.P.D. Property Tax Revenue	\$0	\$0	\$91	\$7,220	\$7,371
School District Capital and Override Mill Levy	7.85200	7.85200	7.85200	7.85200	7.85200
School District Property Tax Revenue	\$0	\$0	\$142	\$11,300	\$11,537

(1) New construction is shown as assessed at 30 percent of built value in year after completion and 100 percent two years after.  
Source: BBC Research & Consulting.

<sup>1</sup> Mill levy estimated by BBC Research & Consulting based on 50 percent of the proposed 2001 County Road and Bridge mill levy, per the Summit County Finance Office.

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*Other revenues.* A number of other revenues were calculated on a per household basis and applied to the development projections on a per household basis. These include the public service franchise fee, the cable franchise fee, cigarette tax, motor vehicle tax, rental revenues, planning revenues, interest, fines and water and sewer fund transfers. In addition, business license revenues were calculated at \$75 per business, based on the Town's fee schedule, and applied to the business center's development projections.

Recreation center revenues were excluded from the analysis, together with 67 percent of recreation center expenditures. This is due to the fact that the Town is attempting to recover 67 percent of recreation costs through user fees in 2002.

*Expenditures.* In contrast to revenues, which are driven by residential development ~~assumptions~~ formulas (property tax, sales tax, etc.), most expenditures were forecast based on the market value of the development. This method was used to account for the service demand of both residential and commercial development.

*Market value expenditure forecast.* Currently, residential development in Silverthorne has a market value that is roughly twice that of commercial development.<sup>2</sup> This ratio is very different at the Business Center, where commercial development will constitute the majority of total valuation. Given these relationships, and the fact that both residences and commercial developments produce service costs, BBC felt that standard per household expenditure assumptions would inadequately represent likely Town expenditures.

To address the service demands required by both residential and commercial aspects of the development, BBC divided the Town's 2002 budgeted spending by its current market value of real estate development (\$494 million). The resulting figures were then applied to the projected market value of the proposed Brian Avenue development to produce expenditure projections. By using valuation instead of households to calculate spending, this method accounts for the large share of the proposed development that is projected to consist of commercial square feet.

*Public safety spending.* It should be noted that a police department representative noted that employee housing can generate two to three times the demand of other residential units. However, the police services generated by Business Center's residential development were not adjusted by this factor for a number of reasons. First, the residential units will be sold together with commercial space, making it likely that business owners and employees will reside in the units. Additionally, the units will be priced at market value, decreasing their attractiveness to seasonal workers. Finally, the development is located far enough from Summit County's ski areas to make it less desirable for seasonal employees. These factors make it probable that the units will experience stable ownership and occupancy and will not generate the service demands of deed restricted employee housing.

*Street maintenance.* A review of the Town's 2002 budget found that street maintenance costs primarily consist of snow removal, street sweeping, filling potholes and maintenance of paths and walks. It is unlikely that new traffic generated by the Business Center will affect most of those

<sup>2</sup> *Thirtieth Annual Report.* State of Colorado Division of Property Taxation, 2000.

activities. Additionally, the Business Center will privately maintain all new roads constructed to serve the project, meaning that most Town street maintenance costs will be unaffected by its development. However, some Town costs will be affected as traffic at the Business Center imposes increased maintenance requirements on existing roads. BBC has calculated higher costs for 10 percent of the street maintenance budget to account for the fact that truck and heavy vehicle traffic at the Business Center will accelerate degradation of some Town roadways.

To estimate the size of this increased cost, BBC estimated total peak hour trips in Silverthorne using data from the *Silverthorne Comprehensive Plan* and Institute of Transportation Engineer's *Trip Generation Manual*. New spending due to the Business Center was then calculated on a per trip basis.

*Other spending.* In addition to the calculations described above, BBC made three adjustments to the expenditure calculations.

- Only 90 percent of most department budgets were included in the calculations to account for fixed costs such high-level administration salaries.
- Only 85 percent of community development expenses are included. The remainder consist of building program costs for inspections of new developments, the variable portion of which is recovered through building related fees, which are excluded from revenue calculations.
- Only 33 percent of recreation expenditures are included due to significant non-resident usage of the recreation center.

**Findings.** Exhibit 2 presents the calculations outlined above. As seen in the Exhibit, the development is projected to produce a \$108,000 surplus between 2002 and 2010 and a \$3,000 annual contribution after build out. As discussed above, these calculations assume relatively conservative sales of \$175 per square foot from the new retail development. If the retail performs at a higher level and generates \$200 in sales per square foot, the Town's annual surplus will grow to \$10,000 at build out. Moreover, the surplus could increase if the businesses located at Brian Avenue generate additional sales tax revenues through activity not quantified here (business to business spending, employee spending, etc).

#### **Capital Revenue**

The Town of Silverthorne funds capital expansion needs with a two-dollar per residential square foot excise tax and a share of sales tax revenues. It is estimated that the Business Center will generate substantial capital related revenues, with \$16,000 generated by the one-time residential excise tax and \$22,000 annually produced by a share of sales tax revenues. In addition, the project will produce \$214,000 in tap fees for the Town's water and sewer funds. These revenues will be available to offset any capital improvements or repairs that are required as a result of the development.

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Exhibit 2.  
Brian Avenue General Fund Revenues and Expenditures

	2002 Budget	% to Include	2000 Current Amount per Household/Trip (1)	2002	2003	2004	2005	2006	2007	2008	2009	2010
<b>Revenues</b>												
Sales and Use Taxes	\$4,366,980	70%	calculated independently	\$1,697	\$54,791	\$52,637	\$51,587	\$51,587	\$51,587	\$51,587	\$51,587	\$51,587
Moly Severance	\$350	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
US West Franchise Fee	\$895	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Public Service Franchise Fee	\$105,376	100%	\$79	\$158	\$475	\$634	\$634	\$634	\$634	\$634	\$634	\$634
Cable Franchise Fee	\$31,533	100%	\$24	\$47	\$142	\$190	\$190	\$190	\$190	\$190	\$190	\$190
HUTF (2)	\$177,555	100%	calculated independently	\$217	\$644	\$958	\$858	\$858	\$858	\$858	\$858	\$858
Cigarette Tax	\$53,500	100%	\$40	\$80	\$241	\$322	\$322	\$322	\$322	\$322	\$322	\$322
Motor Vehicle Tax	\$22,000	100%	\$17	\$33	\$99	\$132	\$132	\$132	\$132	\$132	\$132	\$132
Road and Bridge Mill Levy	\$60,541	100%	calculated independently	\$0	\$0	\$14	\$1,074	\$1,097	\$1,097	\$1,097	\$1,097	\$1,097
Liquor Licenses	\$3,256	100%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Business Licenses	\$60,000	100%	calculated independently	\$0	\$750	\$750	\$750	\$750	\$750	\$750	\$750	\$750
Electrical Permits	\$94	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Building Permits	\$166,378	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Plumbing and Mechanical	\$18,732	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous Permits	\$6,300	100%	\$5	\$9	\$28	\$38	\$38	\$38	\$38	\$38	\$38	\$38
Rental Revenues	\$39,970	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Planning Revenues	\$30,000	100%	\$23	\$45	\$135	\$180	\$180	\$180	\$180	\$180	\$180	\$180
Recreation Center and Park Revenues	\$1,112,287	100%	calculated independently	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Interest	\$125,949	100%	\$95	\$189	\$568	\$758	\$758	\$758	\$758	\$758	\$758	\$758
Fines	\$87,500	100%	\$66	\$132	\$395	\$526	\$526	\$526	\$526	\$526	\$526	\$526
Miscellaneous	\$115,475	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Water and Sewer Fund Transfers	\$366,217	100%	\$275	\$651	\$1,652	\$2,203	\$2,203	\$2,203	\$2,203	\$2,203	\$2,203	\$2,203
Total Revenues	\$6,950,888			\$3,159	\$59,922	\$59,241	\$59,252	\$59,275	\$59,275	\$59,275	\$59,275	\$59,275
<b>Expenditures (3,4)</b>												
Administrative Services	\$1,204,562	90%	\$2.19	\$724	\$2,172	\$2,896	\$13,098	\$13,098	\$13,098	\$13,098	\$13,098	\$13,098
Public Safety (5)	\$1,733,405	90%	\$3.16	\$1,042	\$3,126	\$4,167	\$18,848	\$18,848	\$18,848	\$18,848	\$18,848	\$18,848
Public Works (parks, buildings and engineering) (6)	\$423,671	90%	\$0.77	\$255	\$764	\$1,019	\$4,607	\$4,607	\$4,607	\$4,607	\$4,607	\$4,607
Public Works (street maintenance) (7)	\$1,599,937	10%	\$25	\$30	\$6,200	\$6,230	\$6,230	\$6,230	\$6,230	\$6,230	\$6,230	\$6,230
Community Development	\$602,329	90%	\$1.10	\$362	\$1,086	\$1,448	\$6,549	\$6,549	\$6,549	\$6,549	\$6,549	\$6,549
Recreation/Public Facilities	\$1,676,369	34%	\$1.14	\$377	\$1,130	\$1,507	\$6,815	\$6,815	\$6,815	\$6,815	\$6,815	\$6,815
Total Expenditures	\$7,240,273		\$33	\$2,790	\$14,477	\$17,267	\$56,147	\$56,147	\$56,147	\$56,147	\$56,147	\$56,147
Surplus (Deficit)	(\$289,385)			\$370	\$45,444	\$41,974	\$3,105	\$3,127	\$3,127	\$3,127	\$3,127	\$3,127
Cumulative Surplus (Deficit)				\$1,423	\$46,868	\$88,842	\$91,947	\$95,074	\$98,202	\$101,329	\$104,457	\$107,584

Notes:  
(1) Both household and population figures from P-Census demographic database. Trip figures used for public works expenditure calculations.  
Current Households 1,330  
Current Population 3,240

(2) HUTF Formula is 80 percent population, 20 percent lane miles.

(3) Based on 2002 Budget.

(4) Total market valuation in Silverthorne (000s) \$494,137

(5) Does not include expenditures related to grants.

(6) Does not include expenditures related to building inspections, road maintenance or new road construction.

(7) Calculated on a per peak hour trip basis. Total peak hour trips are estimated using the ITE/Trip Generation Manual and current development estimates from the Silverthorne Comprehensive Plan.

Current peak hour trips 6,522

New peak hour trips per single family unit 1.01

New peak hour trips per multi-family unit 0.62

New peak hour trips per 1,000 commercial square feet 4.98

Source: BSC Research & Consulting.

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### Fire and School District Impacts

In addition to its impacts on the Town of Silverthorne, the proposed development will affect both the Lake Dillon Fire Protection District and the Summit County School District RE-1. Impacts on these districts are likely to be positive or neutral.

**Fire District.** The Fire District levies five mills of property tax to fund its operations. This will generate \$7,900 in annual revenues, which, in addition to some minor revenues, should be sufficient to recover operating costs estimated at \$1,500 annually using a per household methodology.

**School District.** Due to the structure of school finance in Colorado, the development will have a neutral impact on the School District's operations. Schools in Colorado are funded on a per pupil basis, with revenues for per pupil funding split between local property taxes and statewide revenues. While the addition of assessed valuation at the Business Center may affect the distribution of School District revenues among state and local sources, the per pupil operational funding amount will remain constant.

However, unlike operations, school districts are permitted to retain revenues collected through override and capital mill levies that have been approved by local voters. The Summit County School District levies 7.85 mills of these override and capital levies, and will collect \$11,500 annually in new revenues from the Business Center at build out.

### Conclusion

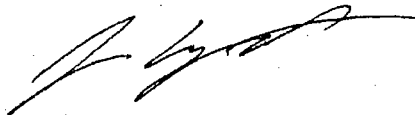
Overall, the Brian Avenue Business Center is likely to have positive impacts on the Town of Silverthorne and the Lake Dillon Fire Protection District, and a neutral impact on Summit County School District's operating finances. In addition, it will generate \$22,000 in annual Town capital funds, \$214,000 in water and sewer tap fees and \$11,500 in annual capital and override revenues for the Summit County School District.

We hope this letter is helpful in preparing the Business Center's PUD application. Please feel free to contact us about questions raised by this letter.

Sincerely,



Ford C. Frick  
Managing Director



Jim Carpenter  
Associate

**APPENDIX A**  
**Sales Tax Calculations**

The table below outlines the calculations used to generate the assumption that 24 percent of resident spending takes place in Silverthorne and is sales taxable. The expenditure totals by item are found in the Bureau of Labor Statistics' Consumer Expenditure Survey, while the percentages applied to each line are estimates that have been reviewed by Town staff.

*Exhibit A-1.*  
*Sales Taxable Expenditures in the Town of Silverthorne*

<i>Expenditure Type</i>	<i>Expenditure</i>	<i>Expenditure as Percent of Total</i>	<i>Percent Sales Taxable</i>	<i>Percent in Silverthorne</i>	<i>Total Sales Taxable and in Silverthorne</i>
Food/Liquor	\$6,557	12%	100%	25%	\$1,639
Housing (utilities, supplies, furnishings)	\$14,914	28%	10%	25%	\$373
Apparel and Services	\$2,359	4%	100%	50%	\$1,180
Transportation	\$9,656	18%	100%	80%	\$7,725
Health Care	\$2,320	4%	20%	80%	\$371
Entertainment	\$2,507	5%	75%	25%	\$470
Personal Care Products/Tobacco products	\$718	1%	100%	50%	\$359
Education and Reading	\$895	2%	0%	50%	\$0
Miscellaneous	\$1,068	2%	100%	50%	\$534
Cash Contributions	\$1,269	2%	0%	50%	\$0
<i>Personal Insurance and Pensions</i>	\$6,057	11%	0%	100%	\$0
<i>Savings (1)</i>	\$5,187	10%	0%	100%	\$0
<b>Total</b>	<b>\$53,507</b>	<b>100%</b>	<b>45%</b>	<b>56%</b>	<b>\$12,651</b>
<i>Percent Sales Taxable and in Silverthorne</i>	<b>24%</b>				

Note: (1) Savings is calculated by subtracting median expenditures in Table 739 from median income in Table 744.

Source: Statistical Abstract of the United States, 2000, Tables 738 and 744 and BBC Research & Consulting.

SRD  
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**EXHIBIT D**

**Annexation Ordinance and Zoning Ordinance for Brian Avenue Business Center**

TOWN OF SILVERTHORNE, COLORADO  
ORDINANCE NO. 2002 - 8

AN ORDINANCE ANNEXING REAL PROPERTY INTO THE  
TOWN OF SILVERTHORNE, COLORADO

WHEREAS, Brian Avenue Properties, LLC, ("Owner") owns an undivided interest in 100% of a parcel of real property more particularly described on **Exhibit A**, attached hereto and fully incorporated by this reference (the "Property"); and

WHEREAS, Owner has filed a petition for annexation of the Property; and

WHEREAS, the Town Council has by Resolution 2001-3 found substantial compliance of the annexation petition with the applicable requirements of C.R.S. 31-12-101 et seq.; and

WHEREAS, said resolution set a public hearing as required by C.R.S. § 31-12-108, to commence on February 28, 2001. Notice of the hearing was published and mailed as required by law. The hearing was continued, as permitted by law to April 25, 2001, July 25, 2001, October 24, 2001, March 27, 2002, July 10, 2002, and August 28, 2002. The hearing was concluded on September 11, 2002; and

WHEREAS, following the conclusion of the public hearing, the Town Council adopted Resolution 2001-3, finding that the proposed annexation complies with C.R.S. § 31-12-104 and 31-21-105, that an election is not required, and no additional terms and conditions (exclusive of those contained in the Annexation Agreement) are to be imposed.

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

**Section 1.** The Property, as described on **Exhibit A**, is hereby annexed into the municipal boundaries of the Town of Silverthorne, Colorado.

**Section 2.** The Mayor and the Town Clerk are hereby authorized and directed to execute the Annexation Plat for the Property.

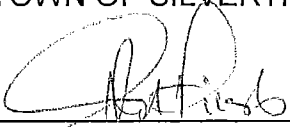
**Section 3.** The Town Clerk is directed to retain our copy of the annexation map, and the original of this ordinance in the files of the Town Clerk. The Town Clerk is further directed to file for recording three copies of the annexation ordinance and map, including a legal description of the Property, with the Summit County Clerk & Recorder.

**Section 4.** The annexation of the Property is subject to the conditions set forth in the Annexation Agreement between the Town and the Owner dated September 11, 2002.

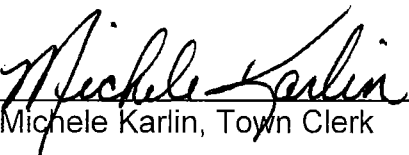
**Section 5.** This ordinance shall be effective upon adoption, as provided by the charter.

MOVED, SECONDED AND FINALLY PASSED ON SECOND AND FINAL READING, THIS 11<sup>th</sup> DAY OF September, 2002.

TOWN OF SILVERTHORNE, COLORADO

  
\_\_\_\_\_  
Lou Del Piccolo, Mayor

ATTEST:

By:   
\_\_\_\_\_  
Michele Karlin, Town Clerk

Approved on first reading: 8/28/02  
Published by title only: 9/6/02  
Approved on second reading: 9/11/02  
Published by title only: 9/11/02

(with amendments, if amended on second reading):

**EXHIBIT A**

**Legal description of Property to be annexed**

A TRACT OF LAND LOCATED IN THE NORTHWEST ¼ OF SECTION 12, TOWNSHIP 5 SOUTH, RANGE 78 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF SUMMIT, STATE OF COLORADO, PREVIOUSLY DESCRIBED AS TWO PARCELS AT RECEPTION NO. 187997 (EAST PARCEL) AND AT RECEPTION NO. 206962 (WEST PARCEL) IN THE COUNTY RECORDS AND KNOWN AS THE BRIAN AVENUE BUSINESS CENTER LOCATED NORTH OF THE ARCTIC PLACER SUBDIVISION AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE INTERSECTION OF BRIAN AVENUE AND WEST SIXTH STREET IN THE TOWN OF SILVERTHORNE AND ALSO BEING THE NORTHEAST CORNER OF SAID ARCTIC PLACER SUBDIVISION, WHENCE THE NORTHWEST CORNER OF SAID SECTION 12, A STANDARD B.L.M. BRASS CAP, BEARS N33°25'24"W, 1681.74 FEET DISTANT; THENCE ALONG THE NORTH BOUNDARY OF SAID ARCTIC PLACER SUBDIVISION FOR THE FOLLOWING TWO (2) COURSES:

- 1.) S64°13'02"W A DISTANCE OF 342.19 FEET;
- 2.) N89°59'29"W A DISTANCE OF 209.24 FEET TO THE NORTHWEST CORNER OF SAID ARCTIC PLACER SUBDIVISION;

THENCE N16°32'21"W A DISTANCE OF 273.70 FEET; THENCE N64°31'30"E A DISTANCE OF 458.41 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SAID BRIAN AVENUE; THENCE S30°16'48"E ALONG SAID WEST RIGHT-OF-WAY LINE A DISTANCE OF 359.83 FEET TO THE POINT OF BEGINNING, CONTAINING 3.936 ACRES, MORE OR LESS.

SPD



TOWN OF SILVERTHORNE, COLORADO  
ORDINANCE NO. 2002 - 9

AN ORDINANCE ZONING REAL PROPERTY

WHEREAS, Brian Avenue Properties, LLC, ("Owner") owns an undivided interest in 100% of a parcel of real property more particularly described on **Exhibit A**, attached hereto and fully incorporated by this reference (the "Property"); and

WHEREAS, Owner has filed a petition for annexation of the Property; and

WHEREAS, the Property was annexed to the Town on this date by Ordinance No. 2002 - 8.

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

**Section 1.** The Property is hereby zoned PUD – Planned Unit Development, and the official zoning map of the Town is hereby amended to alter the boundaries of the Planned Unit Development zone district accordingly.


**Section 2.** This ordinance shall be effective upon adoption, as provided by the charter.

MOVED, SECONDED AND FINALLY PASSED ON SECOND AND FINAL READING, THIS 11<sup>th</sup> DAY OF September, 2002.

TOWN OF SILVERTHORNE, COLORADO

  
\_\_\_\_\_  
Lou Del Piccolo, Mayor

ATTEST:

By:   
Michele Karlin, Town Clerk

Approved on first reading: 8/28/02

Published by title only: 9/6/02

Approved on second reading: 9/11/02

Published by title only 9/20/02

(with amendments, if amended on second reading):

SPD

**EXHIBIT A**

**Legal description of Property to be annexed**

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BEGINNING AT THE NORTHWEST CORNER OF THE INTERSECTION OF BRIAN AVENUE AND WEST SIXTH STREET IN THE TOWN OF SILVERTHORNE AND ALSO BEING THE NORTHEAST CORNER OF SAID ARCTIC PLACER SUBDIVISION, WHENCE THE NORTHWEST CORNER OF SAID SECTION 12, A STANDARD B.L.M. BRASS CAP, BEARS N33°25'24"W 1681.74 FEET DISTANT; THENCE ALONG THE NORTH BOUNDARY OF SAID ARCTIC PLACER SUBDIVISION FOR THE FOLLOWING TWO (2) COURSES:

- 1.) S64°13'02"W A DISTANCE OF 342.19 FEET;
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SPD

# BRIAN AVENUE BUSINESS CENTER ANNEXATION MAP TO THE TOWN OF SILVERTHORNE

## A PORTION OF THE NW 1/4 OF SECTION 12, T.5S., R.78W. OF THE 6th P.M. SUMMIT COUNTY, COLORADO

UNPLATTED / ALL VALLEY STORAGE  
 REC. NO. 208942

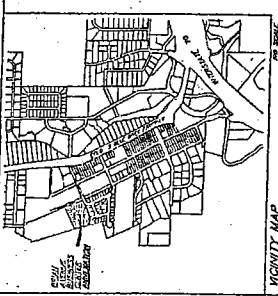
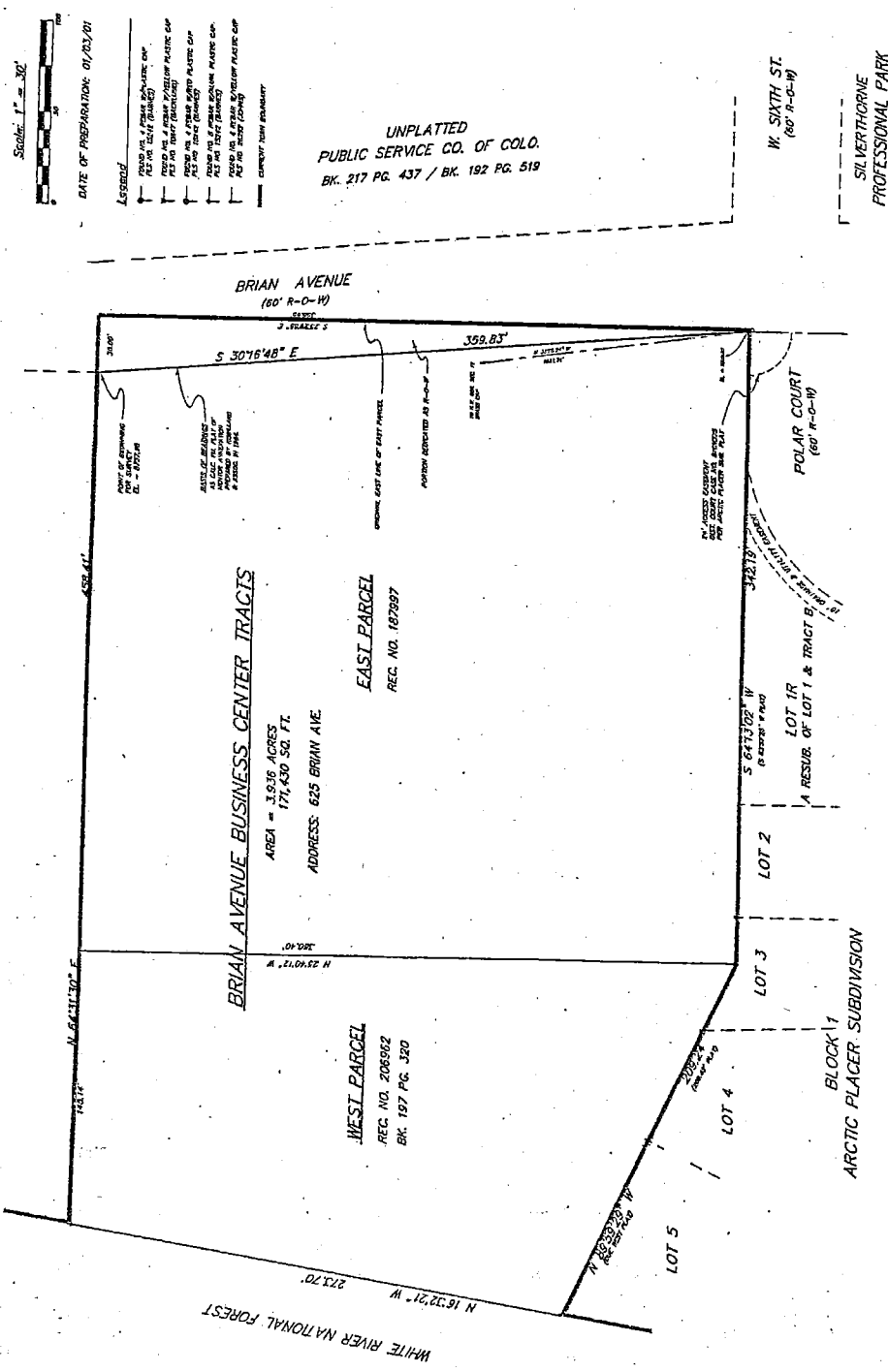
### BRIAN AVENUE BUSINESS CENTER TRACTS

AREA = 3.916 ACRES  
 171,630 SQ. FT.  
 ADDRESS: 625 BRIAN AVE.

**WEST PARCEL**  
 REC. NO. 208992  
 BK. 197 PG. 320

**EAST PARCEL**  
 REC. NO. 187997

UNPLATTED  
 PUBLIC SERVICE CO. OF COLO.  
 BK. 217 PG. 437 / BK. 192 PG. 519



**LEGAL DESCRIPTION:**  
 BRIAN AVENUE BUSINESS CENTER TRACTS  
 A PORTION OF THE NW 1/4 OF SECTION 12, T.5S., R.78W. OF THE 6th P.M., SUMMIT COUNTY, COLORADO, AS SHOWN ON THE ANNEXATION MAP RECORDED IN BOOK 197, PAGE 320 OF THE RECORDS OF SUMMIT COUNTY, COLORADO.

**SURVEYOR'S CERTIFICATE:**  
 I, [Name], a duly Licensed Professional Surveyor in the State of Colorado, do hereby certify that the foregoing plat is a true and correct copy of the original as shown to me by [Name], who claims to be the owner of the above described property.

**CLERK & RECORDER'S ACCEPTANCE:**  
 I, [Name], Clerk & Recorder of Summit County, Colorado, do hereby certify that the foregoing plat has been properly recorded in my office.

**BEARING BASE:**  
 THE PLAT AND DISTANCE ARE BASED ON THE OUTLINE OF THE CURVE AS SHOWN ON THE PLAT. THE CURVE IS A CIRCULAR ARC WITH A RADIUS OF 150.00 FEET. THE CHORD OF THE CURVE IS 150.00 FEET. THE CENTRAL ANGLE OF THE CURVE IS 180.00 DEGREES.

**UTILITIES:**  
 THERE ARE NO UTILITIES SHOWN ON THIS PLAT.  
**ZONING:**  
 THE PROPERTY IS ZONED COMMERCIAL (C-1) BY THE ORDINANCE OF THE BOARD OF COUNTY COMMISSIONERS, SUMMIT COUNTY, COLORADO, PASSED AT A PUBLIC HEARING HELD ON [Date].

**SPECIAL DISTRICT:**  
 THE PROPERTY IS WITHIN THE JURISDICTION OF THE STATE ENGINE ONE PROFESSIONAL DISTRICT.  
 ENGINE NO. [Number]  
 EXPIRES [Date]

SPD.