

Town of Carbondale 511 Colorado Avenue Carbondale, CO 81623

AGENDA PLANNING & ZONING COMMISSION THURSDAY, October 14, 2021 7:00 P.M. Virtual Meeting & In Town Hall*

1.	CALL TO ORDER
2.	ROLL CALL
3.	7:00 p.m. – 7:05 p.m. Minutes of the September 30, 2021 meeting
4.	7:05 p.m. – 7:10 p.m. Public Comment for Persons not on the agenda (See instructions below)
	7:10 p.m. – 9:10 p.m. – Project Steering Committee (PSC) - Update to the Comprehensive Plan – Cushing Terrell
	Detailed Agenda
	 Community Engagement Update Previous Meeting Comments/Discussion Key Draft Implementation Strategies Next Steps
6.	9:10 p.m. – 9:40 p.m. Continued Public Hearing – 520 Mesa Verde Plat AmendmentAttachment C
7.	9:40 p.m. – 9:50 p.m. Interview Commission Candidate
8.	9:50 p.m. – 9:55 p.m. Staff Update
9.	9:55 p.m. – 10:00 p.m. Commissioner Comments
10.	10:00 p.m. – ADJOURN
	ing P & Z Meetings:

Upc

11-18-21 – Comp Plan Update/CT Meeting #6 12-16-21 – Roaring Fork Coop – Sub Exemption

*Please note all times are approx.

ATTENTION: Due to the continuing threat of the spread of the COVID-19 Virus, all regular Carbondale P & Z Meetings will be conducted virtually AND in Town Hall. If you have a comment concerning one or more of the Agenda items please email jleybourne@carbondaleco.net by 4:00 pm on October 14, 2021.

If you would like to comment during the meeting please email <u>ileybourne@carbondaleco.net</u> with your full name and address by 4:00 pm on October 14, 2021. You will receive instructions on joining the meeting online prior to 7:00 p.m. Also, you may contact <u>ileybourne@carbondaleco.net</u> to get a phone number to listen to the meeting, however, you will be unable to make comments.

Hi there,

You are invited to a Zoom webinar.

When: Oct 14, 2021 07:00 PM Mountain Time (US and Canada)

Topic: P&Z 10-14-2021 Meeting

Please click the link below to join the webinar:

https://us06web.zoom.us/j/86549916719?pwd=WDh5Vjk1NUpVNnhGMEkxT04yZ055QT09

Passcode: 709783 Or One tap mobile :

US: +13462487799,,86549916719#,,,,*709783# or +16699006833,,86549916719#,,,,*709783#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 346 248 7799 or +1 669 900 6833 or +1 253 215 8782 or +1 312 626 6799 or +1 929 436

2866 or +1 301 715 8592 Webinar ID: 865 4991 6719

Passcode: 709783

International numbers available: https://us06web.zoom.us/u/kkhpkTFts

MINUTES

CARBONDALE PLANNING AND ZONING COMMISSION Thursday September 30, 2021

Commissioners Present:

Jay Engstrom, Vice-Chair Nick Miscione Marina Skiles Kim Magee (1st Alternate) Nicholas DiFrank

Staff Present:

Janet Buck, Planning Director John Leybourne, Planner Mary Sikes, Planning Assistant

Commissioners Absent:

Jarrett Mork (2nd Alternate) Jeff Davlyn

Other Persons Present Virtually & In Person

Keith Walzak/Cushing Terrell
Nora Bland/Cushing Terrell
Dave Dixon/Cushing Terrell
Anne Krimmer, 501 Mesa Verde Avenue
Elizabeth Cammack, 483 Mesa Verde Avenue

The meeting was called to order at 7:00 p.m. by Jay Engstrom

August 26, 2021 Minutes:

Nick made a motion to approve the August 26, 2021, minutes. Kim seconded the motion, and they were approved unanimously, with Marina and Nicholas abstaining.

Public Comment - Persons Present Not on the Agenda

There were no persons present to speak on a non-agenda item.

Continue Public Hearing – 520 Mesa Verde Plat Amendment

Nicholas made a motion to continue the public hearing for 520 Mesa Verde to October 14, 2021. Marina seconded the motion, and it was approved unanimously.

Comprehensive Plan Update - Consultant Team Cushing Terrell (CT) Meeting #4

The consultant team discussed the Draft Plan Framework + Goals, Future Land Use Map, Key Recommendations, and Next Steps.

Keith thanked everyone and said that they are looking forward to an in person meeting in November, if things are in good shape and we can do it in person, for the draft plan. He said that tonight is the fourth meeting with the steering committee. He said that the

key recommendations are coming together based on a lot of input that we have been receiving from the community, the commission and focus group discussions. He said that it's coming from a lot of different points of view. He said that these recommendations are important because they are leaning towards policy recommendations, which will be stated in the supplemental draft plan update. He said after the commission reviews it and the Board approves it, it will become policy. He said that there will be a lot of actionable items that need to be done concurrently or beyond the update. He said that it is an important milestone and that we want to make sure we give you the opportunity to give us your input. He said that every time that we have met that we have presented very specific topical items and that we've always tried to make sure that there was opportunity for discussion, dialog, input and direction from everyone. He said that we do need some more specific input as we go forward at the next couple of meetings.

Keith said that we are more than midway in the process. He said key recommendations will be developed into policy. He said that since the last meeting was moved to tonight, we have a short duration until the next meeting on October 14, to talk about implementation strategies. He said the difference is that the recommendations start to formulate policy. He said that the implementation strategy is more about the actionable plan going forward. He said that in Chapter five in the current plan, a series of matrix tables that are the high, medium, and low priorities and who is responsible for those actionable items. He said that is what we are going to focus on October 14.

Keith said that in front of you tonight is the existing conditions summary report that is open for comments, we want to welcome that information and we will make amendments accordingly. He said that we will also be talking about the future Land Use Map. He said that in November we will have a draft Comprehensive Plan Update, in its entirety.

Community Engagement Update - Nora

What we've done since we last met;

- Spanish-speaking community meeting (8/16/21)
- Open House (8/17/21)
- 2 Design Charettes (8/17/21)

What's Next;

- 3 PSC meetings (10/14/21,11/18/21)
- Virtual Spanish speaking public meeting (10/27/21)
- Virtual public meeting in English (10/28/2021)
- Adoption hearing (December 2021/January 2022)

Nora said that we are in discussions about holding a larger work session to talk through the implementation strategies with some of the departments and organizations that are actually going to implement the plan, potentially around the November meeting date so we can have it in person.

Spanish- Speaking Community Meeting

Key takeaways;

- Participants want to be included and stay involved.
- Meetings are more inclusive if led in Spanish.
- Personal outreach is most effective

Discussion Highlights:

- Affordable Housing + access to housing.
- Public Transportation.
- Access to extracurriculars for youth.
- Community beautification good or bad?

English- Speaking Community Meeting

Discussion Highlights;

- Need for affordable housing and diverse housing types get creative!
- Trade-offs between slowing/stopping growth and increase in cost of living.
- Need to regulate short-term rentals.
- How to discourage driving by providing access to transit (beyond the circulator) and ped/bike infrastructure.
- Traffic concern on Highway 133.
- Keep Carbondale "Funky".
- Need for homes with Universal Access for aging community members.

Emerging Themes

- 1. More locally attainable housing for Carbondale's workforce.
- 2. Preserve Carbondale's small town, funky character.
- 3. Recent growth is overwhelming desire to grow slow + intentionally.
- 4. Traffic congestion needs to be addressed.
- 5. Focus on sustainability and Climate Action Plan.
- 6. Protect/preserve natural resources + open space.

Keith stated that last week that there was a climate focus seminar event that CLEER put on with the E-Board. He said that it was held on the 23rd and over fifty participants were there, forty in person and another ten on Zoom. He said as a result of that discussion over one hundred and eighty-two comments were provided. He said that it was focused on few key topics, energy, buildings, transportation, water, waste, food and agriculture, trees and vegetation. He said that they broke it up into various themes and then at each

table there was a dialogue so you could rotate around to go to different tables. He said that we just got a summary from Zack at CLEER. He said that there is more information that has not been folded into what we gave to you in your packets, from this meeting. He said that the community engagement is ongoing and that we are not stopping and that we are still reaching out to get opinions and viewpoints as we formulate the policy recommendations going forward.

Vision

Consider adopting/amending the statement below:

"To maintain and enhance an environmentally sensitive, culturally diverse, family oriented small town, with town government providing quality service to the Carbondale community." (Town of Carbondale Strategic Plan, 2021 Budget)

Keith said that your homework assignment for everyone, is to think about what should the vision statement be for the Comprehensive Plan, could it be the 2013 statement that says a sustainable future for Carbondale, or could it be this statement that is carried over from the Strategic Plan, or could it be something else.

Keith said this is where, as consultants, writing a vision statement on behalf of a town, or a city, or a client, should not be from us. He said that it should come from you. He said that we wanted to bring this statement back to you and suggest that maybe this is a vision statement that carries over from your strategic plan into your Comprehensive Plan. He said that it is something that is very possible and that it could happen. He said that we are not suggesting that this should be the vision statement in the Comprehensive Plan supplement, but it certainly is documented in Town's information right now. He said give it some thought. He said that it is an important piece of the plan.

Keith said that once you go from the vision statement, the high-level future statement of what the community is all about in the future, then we go into these goal statements. He said that from the first time we met, that he was letting you know that in Chapter 2 of the current plan, that you have several goal statements. He said that there was also documented additional commentary from youth in the community back then in 2013, about governance. He said that we have taken all that information and compiled nine suggested goal statements, the items italicized are new, they don't exist anywhere in your Comp Plan right now. He stated that Goal #5, the 2013 Plan, talks about mobility but it hasn't risen to the level of the goal statement, that we are suggesting that maybe you give some consideration with actually inserting a goal statement that talks about mobility. He said that Goal #7, was in your Comp Plan, that came from the youth discussion. He said that there was lots of great dialogue and discussion in there and we have taken that information but need to talk about a goal statement that talks about social equity, health, and wellbeing.

Draft Goals Framework

- Goal #1: Embrace Carbondale's small-town character.
- Goal #2: Promote economic growth, diversification, and self-sufficiency.
- Goal #3: Address housing affordability and diversity.
- Goal #4: Ensue long-term, sustainable infrastructure systems to meet community Growth projections.
- Goal #5: Promote universal access, active mobility, and multi-modal options in the Community.
- Goal #6: Celebrate the natural resources and ecological values of the region.
- Goal #7: Prioritize social equity, health and well-being, creativity, and education in the Community.
- Goal #8: Ensure the long-term fiscal health of the community.
- Goal #9: Guarantee high-quality responsive governance.

Keith explained that then what we did was taken each goal statement and we've been very specific about creating measurable objective statements for each goal statement. He said that goal statements are typically thought of as aspirational, far-reaching, they are very clear statements. He said that Objective statements are measurable, when we talk about embrace Carbondale's small-town character, the questions are how do we do that? He said that objective statements are ways of going about achieving that goal or reaching towards that goal. He said for each one of these ten objective statements, they have been reconfigured from your 2013 Plan, they are not new, to be written as objective statements. He said that he wanted to give you context that everything you are going to see on the next few slides is repeating the goal statement and showing you objectives statements that coincide with that goal statement.

Marina asked how Objective 1.10 was measurable, as well as all of the objectives.

Keith said that how it is measurable is not by the statement itself but by the fact you can quantify how many volunteer groups are actually in the community, what are all of the groups about, what kinds of things they are addressing, which can be measured. He said that making Highway 133 attractive is measured through your zoning code and your design guidelines for that corridor. He said that the statement itself is not measurable but points towards measurable outcomes, more so than a goal statement. He said that Highway 133 has been brought up a lot and there are a lot of opinions about is it successful or is it not successful, is it safe, are the developments along the corridor attractive. He said that the zoning code and development standards with architectural design guidelines are then the tool that you use to measure outcomes, have you achieved that objective. He said maybe the word visual in this sentence is not appropriate.

Dave added that when you are making findings on whether or not a project is furthering these goals and objectives, is that project making the environment more visually attractive in Carbondale. He said those are all measurable things when it comes to actual review or a call on something.

Keith said how do you use the Comp Plan once it is adopted, that is the question. He said that when a development project comes to you and you are evaluating it, you are going to look at the Comp Plan, the goals and the objectives, as a starting point. He said then you are going to look at the more concrete tool, which is your zoning code and your design standards. He said that you are going to look at all of that in its totality and you are going to weigh in on that development project.

Marina said that we have a limit to what is in our purview, up until this point.

Keith said what is important is going to be in the next two steps, which is the zoning requirements and the architectural design guidelines. He said are those two tools at a point where you can actually use them to make judgements about whether a project is visually compatible.

Keith said for example prioritize housing affordability and diversity, that is a carry forward from the 2013 plan. He said that we have been hearing it over and over again. He said that this is a priority of your community, no question. He said that when we went to the 2013 Plan, we were able to decipher one objective statement, 3.1 below; He said that we interjected another *Objective 3.2: Establish an affordable housing policy*. He said right now your community has deed restrictions, but we don't have a formal policy in place. He said establishing an affordable housing policy gets into how you achieve affordable in your community that is also diverse housing, is really important. He said that we are thinking you are not at that level of detail that you need to be because its becoming more and more an important directive and priority in your community. He said an actionable item, is to develop a more detailed affordable housing policy.

Draft Goals and Objectives

Goal #1:

Embrace Carbondale's small-town character.

- Objective 1.1: Support the existence of an ethnically and culturally diverse community.
- Objective 1.2: Preserve and enhance access to the local decision-making process.
- Objective 1.3: Protect the physical and natural environment.
- Objective 1.4: Maintain the diversity of population in Carbondale that make the Town The quality progressive place that it is.
- Objective 1.5: Maintain and/or create a diversity of housing types through land use Codes and planning goals.
- Objective 1.6: Broaden and enhance recreational opportunities and facilities in the Community.
- Objective 1.7: Maintain the importance of the individual in the community and the ability Of the individual to make a difference.
- Objective 1.8: Facilitate and enhance the opportunity for people to work together and Preserve community networking systems.
- Objective 1.9: Maintain and promote a high level of community volunteerism.
- Objective 1.10: Ensure the Highway 133 corridor is visually attractive.

Goal #2:

Promote economic growth, diversification, and self-sufficiency.

- Objective 2.1: Build from Carbondale's economic strengths to cultivate a unique role in The regional economy.
- Objective 2.2: Capture more local spending.
- Objective 2.3: Facilitate business development with growth and development Processes, standards and decisions that are clear, predictable, fair, Consistent, timely and cost-effective.
- Objective 2.4: Support the enhancement of local food production systems (i.e., growing Processing, marketing, and consumption).

Goal #3:

Prioritize housing affordability and diversity.

- Objective 3.1: Promote the development of diversity of housing types providing for Residents with different economic and housing needs and giving Employees the opportunity to live affordably close to where they work.
- Objective 3.2: Establish an affordable housing policy.

Keith said that sustainable structures that's linked to what he's reading about in the notes from the CLEER workshop that was held last week, there might be some additional objective statements that are pointing towards sustainable infrastructural systems, whether water systems or waste systems. He said that it is important for us to get this summary from CLEER to you all, as you start to deliberate and think about these Objective statements in more detail and that it is a work in progress.

Goal #4:

Ensure long-term, sustainable infrastructure systems to meet community growth projections.

Objective 4.1: Support the development and maintenance of infrastructure necessary For a sustainable local economy.

Keith said that Goal #5 is the mobility goal, the first three objectives are new. He said that there were nuggets from the 2013 Comp Plan that talked about mobility, we just brought those forward. He said that our consultants, Fehr & Peers, helped us kraft based on what we were hearing throughout this process.

Draft Goals and Objectives

Goal #5:

Promote universal access, active mobility, and multi-modal options in the community.

- Objective 5.1: Develop a Transportation Master Plan (TMP) for the Town of Carbondale.
- Objective 5.2: Establish policy guidance to address universal and equitable transportation access for all community members.

- Objective 5.3: Conduct a bicycle and pedestrian facility inventory and identify missing Gaps in the Town. Build off the 2019 High Priority Bicycle and Pedestrian Corridors Map and modify with additional high priority corridors.
- Objective 5.4: Support local businesses to provide more opportunities and convenience To shop in Carbondale and help reduce the need to drive.
- Objective 5.5: Implement programmatic and infrastructure strategies to reduce the need To drive a single occupancy vehicle.
- Objective 5.6: Conduct a parking study to understand parking utilization and need for Additional marketing of parking locations or additional parking supply.

Keith said that natural resources were pulled from the 2013 plan. He said that as he is looking at the CLEER summary that there is a theme, talking about trees and vegetation. He said that there might be something that we are going to glean from in that summary that needs to be inserted into this set of objectives. He said that it is a work in progress, and we aren't done yet.

Goal #6:

Celebrate the natural resources and ecological values of the region.

- Objective 6.1: Reduce the demand for energy and produce energy locally.
- Objective 6.2: Embrace the river corridors by preserving them and making them more Accessible for recreation.
- Objective 6.3: Improve watershed health and water quality.
- Objective 6.4: Preserve and protect views, trails, rivers, and other natural assets that Make Carbondale a great place.

Keith stated that health and wellness were not elevated to the level we think they should be, based on the community input. He said that these objectives were sprinkled in the discussion in 2013, coming from the youth. He said we tried to formulate that information into objective statements. He said they are trying to respect what was brought forward in the 2013 Plan and they are bring them forward as objective statements.

Goal #7:

Prioritize social equity, health and well-being, creativity, and education in the community.

- Objective 7.1: Retain Carbondale's small-town feel that fosters individuality, diversity, And respect for one another.
- Objective 7.2: Embrace Carbondale as a welcoming and caring place to everyone Regardless of economic circumstances or appearance.
- Objective 7.3: Promote schools and community centers as places that are well Supported and help bring us together and retain a family-oriented Community.
- Objective 7.4: Support community arts and culture and special events that inspire Civic pride, volunteerism, and unity.
- Objective 7.5: Promote opportunities for the youth of Carbondale to have fun in town

During all seasons through festivals and celebrations. A wide variety of Year-round indoor and outdoor activities for young people to gather and Hang-out in town will make Carbondale a fun and healthy place to grow Up.

- Objective 7.6: Support the community to prosper, grow and change just enough to keep It interesting, but not so much that it is no longer a safe, friendly, and Familiar small town.
- Objective 7.7: Maintain Carbondale as a viable and affordable location for young people To build their lives and their careers.
- Objective 7.8: Recognize the benefit of great schools.

Keith explained said this one is pointing to the economic fiscal health of the community. He said a lot of this is talked about in the Town's Strategic Plan. He said while it is important for the Comprehensive Plan to also discuss this, there is another document that talks about fiscal health and governance and how the Town manages itself. He said that we have made this into a formal goal as well.

Goal #8:

Ensure the long-term fiscal health of the community.

Objective 8.1: align fiscal policies and levels of service with future land use strategies.

Objective 8.2: Diversify town revenues.

Keith stated that the first three objectives were brought forward from the 2013 Plan and the next two were crafted, in addition to the first three objectives.

Goal #9:

Guarantee high quality, responsive governance.

- Objective 9.1: Communication across the community will be effective, issues will be Debated openly, and citizens will be confident in a responsive and Decisive town government.
- Objective 9.2: Town officials and residents will respect the importance of private Property rights and respect the applicable provisions of the Colorado And United States Constitutions.
- Objective 9.3: Community members will engage in productive partnerships with other Organizations and governments to achieve our goals because we Recognize that the whole is greater than the sum of the parts.
- Objective 9.4: Create/refine development review standards and policies that are Predictable and manageable.
- Objective 9.5: Ensure timely project development reviews.

Keith said this is an overview of the goals and objectives to date.

Jay said that he knows we had a long list of objectives, when Cushing Terrell started on this, and it seems a lot of this still seems wordy. He said he thought a lot of this could be

simplified and more to the point. He said that he thinks we have the opportunity to condense it. He said that this is a big list.

Keith said when he was talking about our long list that it was from our chapter five, implementation strategies. He told Jay that we haven't even gotten to that list, which was one hundred and eleven actionable items in chapter five. He said your point is well taken and we can be more succinct about the objective statements. He said that he doesn't want it to be construed with objectives verses the strategies that are going to be talked about next month. He said that we found historical Comp Plans were like War and Peace novels and nobody read them. He said the faster we can get there the more successful the Plan will be.

Key Recommendations: Downtown - Dave

What was heard:

- Somewhat stalled development.
- Desire restaurants, retail, and development.
- Highway 133 attracts growth.
- Trade-off between historic scale and redevelopment.
- Main Street affected by commercial development elsewhere.

Recommendations:

- 1. UDC and Parking (HCC Zones)
 - Credits adjacent to public (future) transit.
 - Provide/clarify an on-street credit.
 - Eliminate bedrooms parking requirement.
 - In lieu fees.
- 2. Centralized shared parking.
- 3. Demand management strategies.

Dave said more ideas are design framework for frontages that is not use driven. He said that we know we want the streetscape to be vibrant and as places transition into residential areas, consider a different type of form-based parameter for the frontage. He said that we know that there are key intersections, and we want all four corners to be active. He said maybe there are other places with a different standard for designing a building, without a use-based requirement. He explained the colored coded map, with HCC zoned areas, primary activated frontage, secondary activated frontage, and corner activations.

Other UDC Recommendations:

- 4. Amend standards to promote flexible design.
- 5. Reconsider 14' first floor height requirement, change max height to an acceptable Height (i.e., 38 feet)
- 6. Acknowledge on-street parking within a block may count for residential uses.
- 7. Consider a tiered frontage design framework for HCC blocks.

Key Recommendations: Downtown North - Dave

What was heard:

- Light industrial/creative industry jobs loss.
- Potential pedestrian/vehicle mobility impacts.
- Transitions between unlike uses.
- Greenways, connections, gathering spaces.
- Mixed use and income neighborhood.

Recommendations:

- 1. Flexible uses and building forms along Fourth Street and Rio Grande Trail.
- 2. Density transition down from higher in south/east.
- 3. Neighborhood-scale retail/commercial uses near the Fourth Street and Rio Grande Trail intersection.
- 4. Flexible ground floor plan (light industrial/commercial/creative/makers space).
- 5. Allow non-residential uses to evolve.
- 6. Optimize density to grow inside and not annex.
- 7. Populate downtown core to benefit businesses and access.
- 8. Allow subdivision to create varying lot sizes and uses.
- 9. Do not preclude rail corridor use.

Key Recommendations: Residential Focus Areas

What was heard:

- R/HD may contribute to incompatible urban form and scale (35' tall structures next to R/LD).
- · May lose older more affordable housing.

Recommendations:

- 1. Revise "Transitions between unlike land uses" to strengthen compatibility.
- 2. Consider design guidelines (e.g., the Mixed-Use zone) in these areas.
- 3. Incorporate transition areas into the Future Land Use Map and revisit.

Key Recommendations: Housing + Jobs - Dave

What was heard:

- Residents "trapped" in deed-restricted units.
- Look beyond inclusionary zoning/deed restrictions.
- Undocumented community members not eligible for deed-restricted units.
- Conversion into short-term vacations rentals.
- Shortage of small spaces for lease for artists (makers spaces, live/work).

Recommendations:

- 1. Remove barriers to affordable housing.
- 2. Implement anti-displacement tools.
- 3. Allow ADU's in SF zones.
- 4. Maintain/refine inclusionary zoning regulations.
- 5. Explore programs allowing limited sale/transfer of unit.
- 6. Leverage County efforts including participation in State and Federal programs/subsidies.
- 7. Use recent modifications to GarCO codes to allow "Tiny Homes".
- 8. Support and expand efforts to create arts—oriented space.
- 9. Expand deed-restricted housing through CLT's.
- 10. Engage with regional housing providers.
- 11. Housing summit to develop a Carbondale Action Plan.

Nick asked what an example of community land trust options would be for affordable housing.

Dave explained that a trust would acquire land providing home ownership at a subsidized rate with parameters. He said because it is subsidized the appreciation might only rise 1.5% a year. He said it gets people into housing and to bring them up a step at a time, building equity. He said the land trust can use some of the equity to do another one.

Keith added that sometimes the community land trust and the housing trust are synonymous. He said that it is a mechanism to help accumulate or acquire land that can be repositioned for housing providers to build on that land. He said that the community land trust can build the units as well or sometimes they are just accumulating the land to set aside for affordable housing projects.

Dave said that the Aspen Valley Land Trust for example generally does that for conservation purposes.

Nicholas said that it brings up a general point that there a lot of good points listed and there seems to be a next step. He said remove barriers for affordable housing, good start but how? He said what are the barriers currently in place. He said it might be helpful to have that identified to some degree to understand what are the barriers currently in place. He said regarding ADU's in SF zones is clear and we can see that and follow through on that. He said he is wondering where we are falling short on many of these items. He asked if we were going to be given more to work with.

Dave answered yes that there is a longer statement to that point in the recommendations. He said that one was abbreviated for the presentation. He said their consultant suggested that covenants also typically provided a barrier to some of these things. He said that in some parts of town CC&R's might be preventing ADU's or carriage houses etc. He said that there are some that are identified that are not shown in their presentation.

Keith said that item number eleven is one of the most important high priority items. He said that there are a lot of great tools in place but there isn't a long-range Strategic Housing Policy Plan in place. He said to answer the question that was just asked, how do we get there. He said that bringing in the professionals in the region, Aspen, Roaring Fork Valley or Glenwood Springs, bringing everyone together and conducting a housing summit. He said it would result in actionable items of what are the highest priorities and how do we achieve and accomplish those things. He said that the Comp Plan can only do so much. He said drilling down into the details there is an actionable item that he sees that points towards bringing those coalitions together, find out who those resources are, figure out what the real problems are, land and affordability. He said then figure out an actionable plan going forward and how to achieve that. He said next month when we bring the implementation strategies to you it will be in a matrix table and that might be one of the items. He said it could be one of the highest priority items that you should try to accomplish in the next one to two years, facilitate the housing summit.

Nicholas requested that the acronyms be limited in use because these documents will be shared with those outside of the planning world. He said it would be great if all of the community residents have a fair shot understanding and interpreting all the great input that is being provided.

Keith said that we will include a definition supplement and that we don't have a definition section in our Comp Plan right now and that it is hugely valuable and not to put the definitions in the back.

Dave said that we will make sure to clean up the version that makes it to the website and for the presentations.

Marina said that short-term rentals is not showing as a negative or a positive.

Dave said that there is a concern of long-term rentals being converted into short-term rentals, which was taken as a negative.

Marina asked if there were any action items for that.

Dave said that the movement of the market is always very dynamic.

Marina said that it is a heavy issue in Carbondale right now. She said that she was in the remote part of Scotland recently and that everyone there was talking about their town was being killed by Airbnb's.

Dave said that there are demand side solutions and supply side solutions. He said it is a good point to clarify how those supply and demand recommendations do solve that issue.

Marina said that from what she has heard, parking has been one of the problems.

Key Recommendations: Climate Action - Dave

Climate Action – Recommendations being compiled from CLEER/E-Board Event 9/23)

- 1. Track and report progress carbon neutral progress.
- 2. Evaluate implementation methods, technologies, opportunities, and issues.
- 3. Codes, plans, and strategies for climate protection, resilience, equity.
- 4. Emission reduction targets and decarbonization strategies for existing buildings.
- 5. Respond to updated versions of the CAP plan.
- 6. Expand renewable energy resources at regional and State level.
- 7. Three County solar and storage, Regional Energy Inventory study programs.
- 8. Pursue a Zero Energy District.
- 9. Expand zero emission vehicle infrastructure.

Resiliency

- 1. Advance resiliency concepts and strategies.
- 2. Respond VCAPS findings.
- 3. Include performance targets and enforcement.
- 4. Develop building, community, regional and ecosystem resiliency scales.
- 5. Advance interconnectedness and shared systems.

Equity

- 1. Advance social equity that reflects values and social identities.
- 2. Include and engage stakeholders and allow for community engagement and input.
- 3. Align affordable housing developments with sustainable building practices for low to moderate income households.
- 4. Promote energy transition around lower to moderate income households.

Key Recommendations: Mobility + Access - Dave

What was heard:

- Emphasis: equity, sustainability, and safety.
- Concerns on lack of overall connectivity.
- Expand transit to connect adults/kids to jobs, grocery, after-school programs.
- Prioritize safe crossings on Hwy 133.
- Lack comprehensive transportation plan.
- First and last mile connections are lacking.

Recommendations

- 1. Develop Transportation Master Plan (TMP).
- 2. Implement sidewalks and upgrade deficient sidewalks.
- 3. Evolve the 2019 High Priority Bicycle and Pedestrian Corridors Map.

- 4. Build off the Eighth Street Corridor project toolbox.
- 5. Identify bike/ped cut-throughs.
- 6. Conduct a study (with partners) to expand transit service.
- 7. Plan/design enhanced bike/ped crossings of Hwy 133.
- 8. Invest in TDM strategies that promote different modes.
- 9. Implement infrastructure when areas develop or redevelop.
- 10. Conduct a parking study.
- 11. Maintain Main Street as a neighborhood gateway to Downtown.
- 12. South entry at Hwy 133 and Lewis Lane/Weant Blvd.

Key Recommendations: Aging in Community - Dave

What was heard:

- Retrofit housing for Universal Design for aging in place.
- Expand/maintain sidewalks for all ages.
- Paratransit not a viable service for many.
- Lack of affordable childcare.

Recommendations

Transportation

- 1. Audit upgrade sidewalks.
- 2. Develop a sidewalk maintenance program.
- 3. Partner to enhance paratransit program.
- 4. Integrate electric-bikes (parking, integrated design).
- 5. Implement local transit enhancements per the Multi-Modal Access and Circulation recommendations.

Housing and Services

- 6. Committee to implement CAFCI projects and efforts.
- 7. Include childcare into new development.
- 8. Supply housing for younger families and older adults.
- 9. Implement Universal Design elements into the UDC.
- 10. Establish a unit target for University Designed units.
- 11. Elevate age-friendly concepts to be part of CIP.

Key Recommendations: Historic Preservation - Dave

What was heard:

- Good existing framework and guidelines; expand to residential.
- Additional preservation incentives/funds.

Recommendations

- 1. Dedicated funding source for preservation efforts.
- 2. Façade improvement program and funding sources.
- 3. Expand historic design guidelines and for residential uses.
- 4. Ensure important area boundaries are clear.
- 5. CHPC consideration review of projects.
- 6. Form-based residential infill compatibility standards.

Marina said that she appreciates this addition as it hasn't been part of the P&Z's purview.

Dave said that it came from the discussions about the Downtown and HCC zone district.

Future Land Use Map - Dave

What does the FLUM DO (and Not Do)?

- Provide an accurate vision of transition.
- Guidebook for zoning.
- No change in property rights.
- Not permanent.

Notes:

- 1. Shift toward land use basis (rather than neighborhoods/existing use types).
- 2. Redefinition/clarification of some Land Use categories.
 - Residential/Medium Density
 - Residential/High Density
 - Light Industrial/Mixed Uses (Dolores, Downtown North)
- 3. Clarification of use types for each designation.
- 4. Clarification of "transition areas between unlike land uses".
- 5. Key multi-modal connections.
- 6. Garfield County in-holdings and vision for Future Land Uses.
- 7. Old Town Land Use category.

Nicholas asked if there would be an "Areas of Change" map to help illustrate what is staying and what is in motion. He said even as a black and white map for folks to interpret between the old and the new.

Nicholas said that we have a small community with the keep us "Funky" on the top ten list. He said that when we think about funky, we think about diversity and creative qualities and the nuances of a small town, where folks appreciate the eclectic nature. He said he wonders how the removal of a neighborhoods concept or a character area orientation toward a land use approach or grey approach, is still respecting and reinforcing the qualities of our neighborhoods throughout our community.

Dave said a lot of it is the where and in the Old Town neighborhood its keeping that neighborhood. He said in a lot of places they haven't changed too much. He said there are capabilities to define R/MD and R/HD. He said if we find it needs to be called residential-mixed or such, he said that we have to go through the process. He said that R/MD is where there is funkiness and that you are able to qualify what that funkiness is defined as still. He said this is one step closer to getting to an accurate representation of the futures.

Further discussion ensued regarding the Future Land Use Map

Keith said that if we need to describe in detail what acronyms are, we need to decide how to define eclectic and funky. He said that it is really hard to do that. He said that if you really wanted to be funky and eclectic get rid of the zoning map and get rid of the land use map and let it go to do its thing.

Further discussion ensued regarding a "character area"

Next Steps - Keith

Virtual Public Meetings – October 27 & 28, 2021

Project Steering Committee #5 – October 14, 2021

Draft Plan - November

Public Comments

Anne Krimmer, **501 Mesa Verde** said regarding "funkiness" and its definition, if you go back far enough it used to be messy vitality that everyone wanted. She said that her question is in use, funkiness in use, funkiness in design, that she agrees that it needs to defined further. She said that she's not sure what people mean with it either, other than it's come up for the last twenty-two years that she has been here. She said that she thinks it has to do with creativity but that she's not sure if its just design. She said that it makes her sad that the Pour House floor is gone, she said that some people would say that's a Carbondale thing. She said that she's not sure if there is anything else that people can point to that this is what I define as funky.

Commissioner Comments

Marina said that we need more specific takeaway from the community events.

Nora suggested that everything in the future be both in Spanish in English and to continue to engage the Spanish speaking community.

Further discussion ensued regarding Latinx community communications

Jay asked how we could help with people displaced from their homes.

Dave said there are ways to share costs through Linkage Fees, rent subsidies as well as rent committees that need to be established to guide where the money goes. He said that Paycheck Protection is one too, if you increase income, it decreases housing. He said that they're in the recommendations but not in the presentation.

Nora said a lot of what they heard was that in mobile home parks that lot rent keeps increasing.

Nick asked if there was a way to set up a community trust to acquire the mobile home parks, to disperse those lots among those residents.

Dave gave an explanation of a scorecard from San Francisco, which shows how every application is scored, including land trusts, foreclosure assistance and impact fees. He said that having the score card allows you to start and evaluate what you need to do.

Keith said another option is to provide financial means for home repairs to maintain the product that is there, the home that is in place. He said that all those topics can be covered in the housing summit concept that we were suggesting.

Jay said that he really loves the idea of having a housing summit.

Kim said that she is fascinated by the conversation and that she especially likes the idea of the character overlays.

Jay said that he didn't see much regarding increasing the bus loop for RFTA, in the key recommendations.

Keith said that there is one item that is getting lost here regarding the importance of developing a stand-alone Transportation Master Plan, that's all encompassing of all of the issues. He said that right now it is a chapter in your Comp Plan. He said that in Glenwood Springs they have developed a much more detailed collaboration with RFTA to understand how they can bring in Federal dollars to create operational dollars to expand services. He said that Carbondale is at that point that we are starting to grow into that level of detail.

Dave said that when it comes to economies of scale you need to start looking at a true local transit system and that there are three ways to do it.

Nicholas said that the cost of that is an interesting point, he said after meeting with Mayor Dan, that he learned that Carbondale is run lean and mean and that we don't carry debt, which is a streamline process. He said that what he sees in the draft documents is a lot of great ideas and how it is balanced with fiscal conservancy. He said how is the Plan also accommodating or supporting these add-ons for our community?

Keith said that often times when you do a Comprehensive Plan there is a fiscal analysis component to that Comp Plan, to understand revenues and costs, to then start to

combine the vision, goals, and strategies and link it to your capital improvement program with funding sources that support these projects. He said that in this update we are not being asked to do that, because we are trying to focus on a handful of priority areas. He said that with a whole Comp Plan it would bring in that fiscal analysis piece as well, he said that it is an important piece to tie everything together. He said that the implementation strategies that we are going to be developing, high, medium, and low priorities, will have criteria. He said some of the criteria will be, can you afford these things. He said that we are confined with the scope of parameters we have with this update.

Nicholas said that we need to have something in place with this update so as we are planning for a Ferrari but not able to afford it at this point, the community needs to understand that there's a lot of recommendations but that it's just not possible. He said that is important for us to figure out a way to communicate that, even without it being a proper Comp Plan process being in the scope at this time.

Nick said that's a great point, he said we don't necessarily need to solve the problem. He said that what we are trying to do is have a ten-year plan that would arrive at that at that solution. He said that a big piece of the puzzle is trying to figure out how to make more money, through the tax base. He said that the residents of Carbondale have been very resistant to opportunities to make more money in the past. He said that some of the community just doesn't want to take the steps to make the money to make these things happen. He said how do we change the sentiment, which needs to be part of the conversation.

Dave said that is a really good point and that this Plan might help you as leaders and as a Commission understand what people might choose relative to one another. He said that if you were to say, do you want affordable housing or a multimodal corridor, everyone is going to choose affordable housing. He said when you bring in the wrinkle that you just mentioned, you need to have the money to do it. He said it might be easier to get money for a multimodal corridor. He said that he hopes in the outcome of this process you can see the ratios of people's sentiment to make those decisions.

Nicholas said that might also be helpful to think about a process whereas we are also investing what we have right now. He said today with have our sharrows without thermoplastics on the streets and basic infrastructure that isn't being reinforced. He said that these might be nice transition tools to implement on our way up to higher end solutions and planning throughout

Nick asked if we could summarize some of the bullet points that we have been talking about tonight;

- Climate Action,
- Multimodal Transportation,
- Mobility and Access,
- Affordability,
- Equity,
- Community Involvement

- Connectivity
- Traffic Reduction
- Parking
- Aging in Place
- Universal Design

Nick said that it seems perhaps we could come up with some multi-optimized solution that touches on all of these, is it possible, one silver bullet that really touches on all of these topics that we keep bringing up. He said maybe we tweak the Comp Plan to promote density and walkability.

Nicholas asked if this was part of the vision statement or top-level statement.

Nick said to come up with a short list of bullet points that we could draft policy and language around, that would hit all of these topics that we are bringing up as well as inexpensive to implement.

Further discussion ensued regarding the objectives

Keith said that you guys are going to see something interesting next month with the implementation strategies, the action plan. He said that two things that he said at the very beginning when we first met, you have one hundred and eleven strategies, this big grab bag of stuff, seventy of those were high priority. He said that what we are doing with Janet right now is figuring out how many did you accomplish, and we are going to whittle that list down to a manageable bucket. He said that it is going to start to be clear, it is achievable to get to this point that Nick is making, that here are half to a dozen things that are really important. He said that the next step will be, what are the trade-offs that you are facing, to wrestle with these high priority items, is it mobility, is it density, is it walkability, is it housing, what is it? He said that you are going to have this conversation next month, whittling the strategies down to a manageable number and what are the trade-offs and figuring out the actionable plan going forward. He said that we are not going to whittle down the objective statement, they are what they are. He said that it is translating those items into strategies going forward, high, medium, and low priorities. He said and to the conversation earlier, how do you overlay on top of that the fiscal implications of those elements, those are the next steps.

Dave said that he has a visual in his head of a dart board, with each one of these important things, converging on the bull's eye, pieces of the pie. He said and if the bull's eye was the highest impact, projects you could do, plot on the dart board all of the projects that you want to do, to narrow down your bull's eye. He said that we might be able to provide some kind of graphic that might help you understand that, once we come up with some of these projects and recommendations.

Nicholas said that in general one of his comments was more diagrams, less words. He said that there is great opportunity here to distill this down and bringing in prioritization, as a component to this, for our larger community.

Nicholas asked where the Existing Conditions Report was located.

Nora said that if it isn't on the website, it will be there by tomorrow.

Nicholas said regarding the engagement process, a lot of great references to what you have heard, but please show your work. He said that there is a disconnect for him, how can the comments be documented, in a manner that gives respect to the processes, where those comments were made. He said some sort of reference to, which event, actual comments, scans of the charrette items. He said that he has heard comments in the community that these comments are really coming through.

Nora said that she wrote the community engagement report, and we will point you to where that is, and it is all very well documented.

Keith said that in the live meetings we had people scribe notes and we take pictures of those items, as well as unedited. He said that the online surveys is all true to form. He said that we always try not to manipulate the data. He said that we scribe it, document it and then through a series of processes like this conversation, after meetings with various focus groups, then we try to distill it. He said that it sounds like a simple graphic, how did we do that.

Keith said that the homework assignment is;

- The vision statement
- The nine goals
- The objective statements

Marina asked what the deliverable process is, since its not going to happen tonight.

Keith said that we are moving the recommendations that we talked about tonight along, then present implementation strategies in a couple of weeks and we are going to move those two things along parallel. He said then they are going to merge and then they are going to be put in the draft plan. He said that what was presented tonight is viewable to the public, but it is evolving.

Nicholas said personally speaking the turn-around time is not reasonable, for those with families and kids, one week or less in some cases. He said that there needs to be a proper moment in this for the steering committee to work together, to have a conversation amongst ourselves and dig into this.

Further discussion ensued on a work session and a Doodle Poll to schedule a work session.

Election of Chair and Vice-Chair

Nick made a motion to recommend Jay Engstrom as Chair and Nicholas DiFrank as Vice-Chair of the P&Z Commission. Marina seconded the motion, and the recommendation was approved unanimously.

P&Z Interviews

The Commission interviewed Anne Krimmer in person and Elizabeth Cammack on Zoom. The Commission decided to postpone any decisions until they could interview Kade Gianinetti at the next meeting.

Staff Update

Janet said that the Board gave Michael a plaque for his years on the Commission, with Ben and Dan giving a presentation.

Mary said the plans came in for Dr. Stein's storage units on Colorado Avenue today.

Commissioner Comments

Nicholas said that he is looking forward to bringing this Comp Plan process into a focused closure. He said that we are all under tight timetables, he said that he does see some things that could be cleaned up in CT's process. He said that he looks forward to us as a Commission holding them accountable. He said he hopes we can all show up, give clear guidance and that it is for the greater good. He said that he hopes that we can do this work session and that we can speak clear if we aren't seeing what we want. He said that it is the next decade of our town at a pivotal moment, with population increase, environmental impacts, with development impacts, all converging.

Nick said that he is just an architect and that he feels underdone and quite humbled by the whole experience. He said that he doesn't know most of what they are talking about and that he doesn't have a lot to offer.

Marina said that she echoes Nick and applauds Nicholas. She said that she is not a Planner but that she plays one on TV sometimes.

Further discussion ensued regarding the process with the Comp Plan.

Motion to Adjourn

A motion was made by Marina to adjourn, and the meeting was adjourned at 10:32 p.m.

Meeting Agenda

Date: October 14, 2021

Project: Carbondale Comp Plan Update

Location: Zoom Call

Meeting: # 05

Subject: PSC Mtg. #5: Draft Implementation Strategies

Attendees: P&Z Project Steering Committee (PSC)

Consultant Team (Cushing Terrell)

SCHEDULE

Current Meeting: Draft Implementation Strategies

Next Meeting: PSC Mtg. #6: Draft Comp Plan: Nov. 18, 2021

1.01	ITEM Community Engagement Update	LEAD CT	DURATION 7:05pm – 7:10pm
1.02	Previous Mtg. Comments / Discussion	All	7:10pm – 7:25pm
1.03	Key Draft Implementation Strategies	СТ	7:25pm -8:25pm
1.04	Next Steps • Draft Comp Plan	СТ	8:25pm - 8:30pm



TOWN OF CARBONDALE 511 COLORADO AVENUE CARBONDALE, CO 81623

Planning and Zoning Commission Memorandum

Meeting Date: 10-14-2021

TITLE: 520 Mesa Verde – Preliminary/Final Plat Continued Public Hearing

SUBMITTING DEPARTMENT: Planning

ATTACHMENTS: Applicant Resubmittal dated 10-7-2021

Application Packet from June 24th meeting

Minutes from the 6-24-2021 and 7-15-2021 meetings

Public Comments

BACKGROUND

At the June 24th Planning and Zoning Commission Hearing, the Commission reviewed the application for a preliminary plat to subdivide an existing platted lot in Colorado Meadows Subdivision. The Commission heard from Staff, the applicant and opened the public comments portion of the hearing, receiving public comments, then closed the public comments portion of the meeting. The Commission may, if they so wish, reopen the public comment portion of the meeting.

After lengthy discussion, the Commission made a motion to direct Staff to draft conditions of approval and to continue the hearing to the July 15th meeting. The motion passed with three yes votes and one no vote.

At the July 15th meeting Staff presented the conditions of approval requested by the P&Z as well as the original Staff recommendation for denial. After discussing the conditions of approval as well as the recommended motion for denial, a motion was made to deny the application but failed in a three in favor and three against tie. A second motion was made to continue the hearing to the September 30th meeting so that the applicant may address the conditions of approval and the motion passed.

At the September 30th meeting Staff requested a continuance to the October 14th meeting so that the meeting could be focused on the Comprehensive Plan Update, the applicant agreed with the request and a motion was made to continue the hearing.

DISCUSSION

Below you will find the Preliminary Plat Approval Criteria, Findings for approval and conditions of approval as requested at the July 15th meeting. The applicant has also provided responses (attached) to the approval criteria below as requested and provided a draft plat, draft restrictive covenant on any future construction of assessory dwelling units and a draft easement agreement for access and utility uses. The Town Attorney has not reviewed these submittals.

Below you will also find the Staff Recommendation for denial from the submitted for the June 24th meeting staff report.

APPROVAL CRITERIA

The Commission may choose to either approve the Preliminary Plat with conditions or deny the Preliminary Plat application. The Commission may also if they wish, continue the hearing.

The Planning and Zoning Commission may approve a preliminary plat application that meets the following criteria:

- 1. The proposed subdivision complies with all applicable use, density, development, and design standards set forth in this Code that have not otherwise been modified or waived pursuant to this chapter and that would affect or influence the layout of lots, blocks, and streets. Applicants shall avoid creating lots or patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible.
- 2. The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this Code.
- 3. The applicant has provided evidence that provision has been made to connect to the Town's public water supply system.
- 4. The applicant has provided evidence that provision has been made for a public sewage disposal system or, if other methods of sewage disposal are proposed, adequate evidence that such system shall comply with state and local laws and regulations.

- 5. The applicant has provided evidence to show that all areas of the proposed subdivision that may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified by the subdivider and that the proposed use of these areas are compatible with such conditions.
- 6. The applicant has provided evidence to show that all areas of the proposed subdivision that may involve other natural hazards including flood and wildfire have been identified and mitigated to the maximum extent practicable.
- 7. The application provides a clear assumption of responsibility for maintaining all roads, open spaces, and other public and common facilities in the subdivision.
- 8. As applicable, the proposed phasing for development of the subdivision is rational in terms of available infrastructure capacity and financing.
- 9. The subdivision is consistent with the approved subdivision conceptual plan, if applicable, unless detailed engineering studies require specific changes based on site conditions (in which case the applicant shall not be required to pursue another conceptual plan approval);
- 10. The subdivision is consistent with Comprehensive Plan and other adopted Town policies and plans, including any adopted transportation plan or streets/roadway plan.

Findings

Preliminary Plat Criteria

The proposed subdivision complies with all applicable use, density, development, and design standards set forth in this Code.

The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed to minimize land disturbance and maximize the amount of open space in the development and accomplishes the purposes and intent of this Code. No critical wildlife, tree/vegetation or riparian areas are present on-site.

The applicant has provided evidence that provision has been made to connect to the Town's public water supply system.

The applicant has provided evidence that provision has been made for a public sewage disposal system.

The applicant has provided evidence to show that all areas of the proposed subdivision that may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified and that the proposed use of these areas are compatible with such conditions.

There are no identified natural hazards including flood and wildfire present on the site.

The application provides a clear assumption of responsibility for maintaining all roads, open spaces, and other public and common facilities in the subdivision.

There is no phasing of development.

The subdivision is consistent with the subdivision conceptual plan as approved with the Colorado Meadows Subdivision.

The subdivision is consistent with Comprehensive Plan and other adopted Town policies and plans, including any adopted transportation plan or streets/roadway plan.

Conditions of Approval for Preliminary Subdivision Plat

- The Applicant shall submit a Final Plat indicating a utility and access easement for the proposed lot across the lot adjacent to Mesa Verde Avenue to include shared maintenance and
- 2. Fees in lieu of water rights for the proposed new Lot shall be due prior to issuance of a building permit for that lot.
- 3. The applicant shall Pay School District fees, Fire District fees and fees in lieu for park development prior to recordation of the Final Plat
- 4. The final plat shall be subject to review and approval by the Town Attorney.
- 5. All representations of the Applicant in written submittals to the Town or in public hearings concerning this project shall also be binding as conditions of approval.
- 6. The Applicant shall pay and reimburse the town for all other applicable professional and Staff fees pursuant to the Carbondale Municipal Code

RECOMMENDATION

Staff recommends that the following motion be approved: Move to Deny the Preliminary Plat to subdivide Lot 10, Colorado Meadows Subdivision into Lots 10A and 10B, The following and findings are included in the motion:

Findings of Denial for Preliminary Subdivision Plat

- 1. The proposed subdivision does not provide clear means of access to the public right of way for Lot 10B. If an easement is proposed, Section 6.2.4.C states that the use of an easement for the principal access to a lot shall not be allowed unless the approving authority allows the use of an easement for access. The intent of this code section was not to provide access in an existing, developed neighborhood.
- 2. Further Subdivision of the Colorado Meadows Subdivision is not consistent with the general layout of the original subdivision.
- 3. The proposed subdivision is not consistent with the Comprehensive Plan because of the intent to protect existing neighborhoods.

Prepared By: John Leybourne

FORUM PHI | Major Plat Review and Conditions of Approval for Lot Split

520 Mesa Verde, Carbondale, CO

Date: 2021-10-14

Applicant: Forum Phi

Town of Carbondale Planning & Zoning Department Carbondale Town Hall 511 Colorado Ave, Carbondale, CO 81623

Dear Director,

Forum Phi is requesting a Major Plat Amendment for a lot split and construction of a new single-family residence for a property located at the physical address 520 Mesa Verde Ave, Carbondale, CO. The purpose of this lot split is to create additional housing opportunities for local residents in the Town of Carbondale while maintaining neighborhood context and reducing the environmental impact to the site. The property is a 14,765 SF lot that contains an existing residence of approximately 1,200 SF and a detached 700 SF garage that is located behind the main residence.

The intent for this lot split is to keep the main residence in its entirety and construct a new home in the rear portion of the property where the existing detached garage is located. The proposed design would convert the existing garage structure to a two-story residence with the garage remaining on the ground level, accessed from an existing driveway that is to remain. This document will demonstrate compliance with the conditions of approval outlined by Planning & Zoning and the Town of Carbondale Planning Department.

Conditions of Approval were outlined at the conclusion of the previous presentation on July 15, 2021:

- 1. The Applicant shall submit a Final Plat indicating a utility and access easement for the proposed lot across the lot adjacent to Mesa Verde Avenue to include a shared maintenance.
 - A Final Amended Plat and Easement Agreement has been provided by a professional engineer.
- 2. Fees in lieu of water rights of the proposed new Lot shall be due prior to the issuance of a building permit for that lot.
 - All fees in lieu of water rights will be paid upon approval.
- 3. The applicant shall pay School District fees, Fire District fees and fees in lieu for park development prior to recordation of the Final Plat.
 - All outlined fees will be paid prior to the recordation of the Final Plat.
- 4. The Final Plat shall be subject to review and approval by the Town Attorney.
 - The Final Plat will be submitted to the Town Attorney for final approval.
- 5. All representations of the Applicant in written submittals to the Town or in public hearings concerning this project shall also be binding as conditions of approval.
 - Materials and documents presented to P&Z and the Town of Carbondale shall be considered as Conditions of Approval by the final approving body.
- 6. The Applicant shall pay and reimburse the town for all other applicable professional and Staff fees pursuant to the Carbondale Municipal Code.
 - The Town of Carbondale will be paid and reimbursed for all associated fees for approval.

Additional documents provided by the applicant and not requested by P&Z or Staff.

- A restrictive covenant has been drafted to prohibit the future development of ADUs on Lot 10A and Lot 10B to address the concern of staff, P&Z and the public.
- A Utility Impact Study has been conducted by a professional engineer, stating little to no impacts to the existing infrastructure.



EASEMENT AGREEMENT

This Easement Agreement is entered into this	day of	, 2021, by and
between Damon B. Roth ("Roth") and Danyielle L. Bryar	n ("Bryan) ("Lo	ot 10A Owners") whose
address is 520 Mesa Verde Ave, Carbondale, Colorado 81	1623, and who	are the same owner of
Lot 10 B ("Lot 10B"). However, Lot 10B may be convey	ed to a future	third party in the future
and the Roth and Bryan desire to set forth an access and u	itility easement	t to Lot 10B for the
future owner(s) by the terms and conditions described her	ein. Lot 10A C	Owner and Lot 10 B
Owner may be individually referred to herein as a "Party"	or collectively	y referred to herein as the
"Parties."		

"Parti	les."
	Recitals
A.	Lot 10B Owners are the owners of the following described real property:
	Lot 10B as shown on the Amended Plat of Lot 10 Block 3, Colorado Meadows Subdivision recorded, in Book, at Page, Garfield County, Colorado ("Lot 10B")
В.	Lot 10A Owners are the owners of the following described real property:
	Lot 10A as shown on the amended Plat of Lot 10, Block 3, Colorado Meadows Subdivision, recorded, in Book at Page, Garfield County, Colorado ("Lot 10 A").
C.	Lot 10A Owners desire to give access to Lot 10B is by means of the Access and Utility Easement across Lot 10A as shown on the attached Exhibit A.
D.	The Parties now desire to create a reciprocal easement for ingress, egress and utilities on the 12 Foot Strip across Lot 10A, as legally described and depicted on Exhibit A (herein known as "Easement Area"), in accordance with the terms and provisions set forth below:
incorp	NOW THEREFORE, in consideration of the foregoing recitals, all of which are porated herein by reference, and in consideration of the mutual promises and covenants set

forth below, the receipt and sufficiency of which are acknowledged, the Parties hereto agree as follows:

Lot 10A Owners hereby grant and convey to Lot 10B Owners, and its successors and assigns, a perpetual, nonexclusive, appurtenant easement for ingress and egress and utilities on and through the 12 Foot Strip. Any areas disturbed for utility lines or construction activities for Lot 10A shall be restored to existing condition with grasses and shrubs. Lot 10A Owners may also use the Easement Area for Access and Utilities. The Lot 10B Owners may not park in the Easement Area or otherwise inhibit the Easement Area in any way. Lot 10A Owners shall be

9274.049 1 entitled to immediate injunctive relief in the event Lot 10B Owners park in the Easement Area or otherwise inhibit the Easement Area.

- 2. The Parties agree that after Lot 10B is developed and all utilities are installed that the Parties shall equally share in the cost of maintaining the Easement Area. During the development of Lot 10B, the Lot 10B Owners shall be responsible for maintaining easement and restoring easement to predevelopment condition.
- 3. Lot 10B Owners agree to indemnify and hold Lot 10A Owners and their successors, harmless from and against any and all liability, loss, claim or damage, including personal injury, property damage, costs, expenses and reasonable attorney's fees, sustained or incurred by the Lot 10B Owners as a result of the use of the easements granted herein by Lot 10A Owners, or use by their contractors, subcontractors, agents or invitees.
- 4. The rights and obligations set forth in this Agreement shall be deemed covenants running with the land, and shall be binding upon and inure to the benefit of the successors and assigns of the Parties.
- **5.** This Agreement shall be construed in accordance with the laws of the State of Colorado.
- **6.** In the event any action is brought or commenced to enforce the terms and provisions of this Agreement, the court shall award to the prevailing party their costs, expenses and reasonable attorneys' fees so incurred

Executed by the parties as of the date first set forth above.

(SIGNATURE PAGES ARE ATTACHED)

SIGNATURE PAGE TO EASEMENT AGREEMENT LOT 10A OWERS

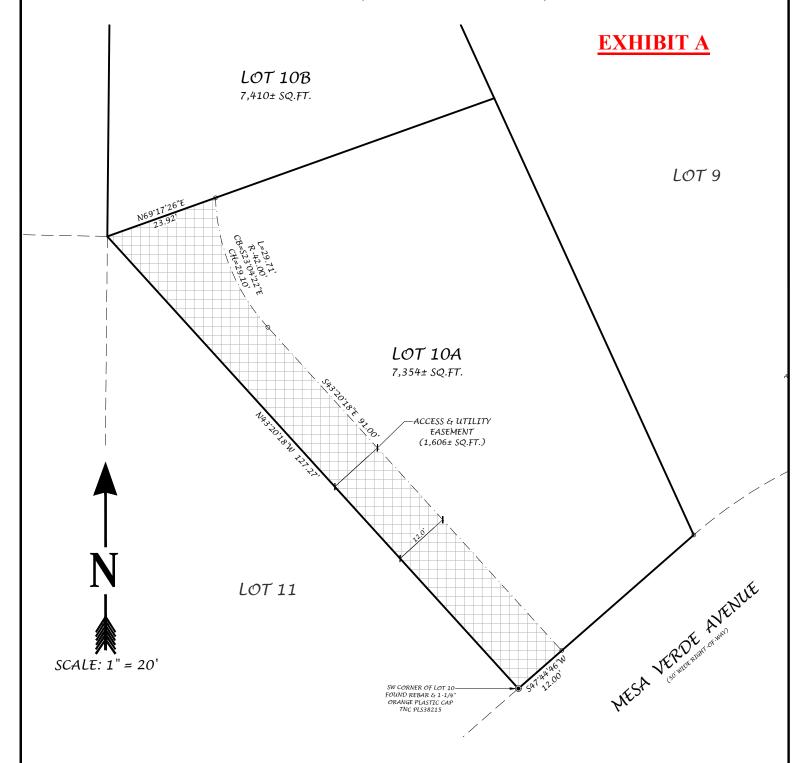
Damon B. Roth	Danyielle L. Bryan
State of)	
State of	
The foregoing instrument was acknowled B. Roth.	dged before me this day of August, 2021, Damos
Witness my hand and official seal.	
My commission expires:	Notary Public
State of)	
State of) ss. County of)	
The foregoing instrument was acknowled Danyielle L. Bryan.	dged before me this day of August, 2021,
Witness my hand and official seal.	
My commission expires:	Notary Public

SIGNATURE PAGE TO EASEMENT AGREEMENT LOT 10B OWNERS

Damon B. Roth	Danyielle L. Bryan
State of)	
State of	
The foregoing instrument was acknowle B. Roth.	dged before me this day of August, 2021, Damor
Witness my hand and official seal.	
My commission expires:	Notary Public
State of)	
State of) ss. County of)	
The foregoing instrument was acknowle Danyielle L. Bryan.	dged before me this day of August, 2021,
Witness my hand and official seal.	
My commission expires:	Notary Public

ACCESS & UTILITY EASEMENT

LOT 10 - BLOCK 3 - COLORADO MEADOWS SUBDIVISION RECEPTION NO. 270460
TOWN OF CARBONDALE, GARFIELD COUNTY, COLORADO



ACCESS & UTILITY EASEMENT

A PARCEL OF LAND SITUATED IN SECTION 34, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO; SAID PARCEL OF LAND LIES WITHIN LOT 10, BLOCK 3, COLORADO MEADOWS SUBDIVISION RECORDED AS RECEPTION NO. 270460 IN THE GARFIELD COUNTY RECORDS AND BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 10; THENCE N43°20'18"W ALONG THE WEST LINE OF LOT 10 A DISTANCE OF 127.27 FEET TO THE WESTERLY MOST CORNER OF LOT 10; THENCE LEAVING SAID WEST LINE N69°17'26"E A DISTANCE 23.92 FEET; THENCE 29.71 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 42.00 FEET AND A CHORD THAT BEARS: \$23°04'22"E A DISTANCE OF 29.10 FEET; THENCE \$43°20'18"E A DISTANCE OF 91.00 FEET TO A POINT ON THE SOUTH LINE OF SAID LOT 10; THENCE \$47°44'46"W ALONG SAID SOUTH LINE A DISTANCE OF 12.00 FEET TO THE POINT OF BEGINNING; SAID PARCEL OF LAND CONTAINS 2,878 SQUARE FEET MORE OR LESS.



DAMON B. ROTH

520 MESA VERDE AVENUE - CARBONDALE COUNTY OF GARFIELD, STATE OF COLORADO



TRUE NORTH COLORADO LLC.

A LAND SURVEYING AND MAPPING COMPANY P.O. BOX 614 - 386 MAIN STREET UNIT 3 NEW CASTLE, COLORADO 81647 (970) 984-0474 www.truenorthcolorado.com

DROJECT NO. 2020 28	DRAWI
PROJECT NO: 2020-287	RPK
DATE: AUGUST 16, 2021	SURVEY

RPK SHEET
RVEYED 1 OF 1

RESTRICTIVE COVENANT

THIS RESTRICTIVE COVENANT, is entered into this ____ day of _____ 20___ by and between Damon B. Roth ("Roth") and Danyielle L. Bryan ("Bryan) whose address is 520 Mesa Verde Ave, Carbondale, Colorado 81623 (herein "Grantors") and the Town of Carbondale, State of Colorado, by and through its Board of Trustees, whose address is 511 Colorado Ave, Carbondale, CO 81623 (herein "Grantee") restricting the use the subject property, according to the terms and conditions contained herein.

For and in consideration for the Grantee's full approval and confirmation of the Lot Split of Lot 10A and Lot 10B as shown on the Amended Plat of Lot 10, Block 3, Colorado Meadows Subdivision, Garfield County, Colorado the Grantor hereby covenants and agrees to, with and for the benefit of the general public as follows:

- 1. Property Affected: LOTS 10-A and 10-B, BLOCK 3, COLORADO MEADOWS SUBDIVISION ACOORDING TOTHE PLAT THEREOF RECORDED DECEMBER 5, 1975 AS RECEPTION NO. 270460.
- 2. Restriction: Neither Lot 10-A or 10-B on the above-described property may have a legally approved accessory dwelling unit (ADU) unless Grantee approves of ADU use for employee housing or other restricted housing as determined and classified by Grantee.
- 3. Binding Effect: This Covenant shall run with the land and be binding upon the Grantor, its heirs, successors, and assigns.
- 4. Recordation: Upon full approval and recordation of the lot split deeds, the Grantee may record this instruction in the official records of the Garfield County, at the Office of the Garfield County Clerk and Recorder.
- 5. Jurisdiction and Venue: The laws of the State of Colorado shall govern the interpretation and performance of this Covenant.
- 6. No Benefit to Third Party. This Covenant does not and shall not be deemed to confer upon or grant any third party any rights to claim damages or bring any lawsuit, action or other proceedings against any of the Parties because of a breach hereof, or because of any terms covenants agreements or conditions contained herein. Other than as specified herein, this Covenant is not intended to impose any legal or other responsibility on the Parties.

{SIGNATURES ON FOLLOWING PAGE}

EXECUTED as of the day of	, 2021
	GRANTEE: TOWN MANAGER OF THE TOWN OF CARBONDALE, COLORADO
	By: Jay Harrington, Manager, Town of Carbondale
State of) ss. County of)	
The foregoing instrument was acknow 2021, by	vledged before me this day of,, Town Manager of Carbondale, Colorado.
Witness my hand and official seal.	
My commission expires:	Notary Public
	GRANTORS:
	Damon B. Roth
	Danyielle L. Bryan
State of) ss. County of)	
The foregoing instrument was acknow 2021, by Damon B. Roth and Danyielle L	vledged before me this day of, . Bryan.
Witness my hand and official seal.	
My commission expires:	Notary Public



September 14, 2021

Ryan Lee, Senior Project Architect Forum PHI 36 N. 4th Street

Carbondale, CO 81623

RE: 520 Mesa Verde Avenue, Carbondale – New Single-Family Residence

Impact to Water & Sanitary Infrastructure

Dear Ryan:

JVA understands a new single-family residence is being proposed in the rear portion of an established property located at 520 Mesa Verde Avenue in Carbondale, Colorado. The proposed single-family residence will have 2 bedrooms and 2 bathrooms. The Town of Carbondale Planning and Zoning commission has expressed concerns that the new residence may represent significant impacts to the existing water distribution & sanitary sewer system. The Town of Carbondale Utility Department has confirmed that the existing waterline is 6-inch and the sanitary sewer line is 8-inch which provide service to the existing residence at 520 Mesa Verde Avenue.

Per the Town of Carbondale Municipal code, 1 Equivalent Residential Unit (EQR) = 350 gallons per day (gpd) or 0.243 gpm.

Assuming the existing 6-inch waterline has an average pressure of 60 pounds per square inch (psi), the waterline is capable delivering approximately 4,000 gallons per minute (gpm). Using a peaking factor of 4 which is very conservative, applied to 1 EQR (0.243 gpm) results in an estimated peak hourly flow of 0.972 gpm. The new single-family residence could represent a 0.024% increase in water demand to the existing 6-inch waterline.

Assuming the existing 8-inch sanitary sewer line is sloped at 0.5 percent, the estimated flow capacity at 80 percent of full pipe flow is 500 gpm. Again, using a peaking factor of 4 which is very conservative, applied to 1 EQR (0.243 gpm) results in an estimated max peak hourly flow of 0.972 gpm. Using the peak hourly flow, the new single-family residence could represent a 0.19% potential increase in sewer flows to the existing 8-inch pipe.

These calculations are based on the above stated conservative assumptions. Please let me know if you have any questions.

Sincerely,

By:

JVA, INCORPORATED

Cooper Best. P.E.

Senior Project Manager, Associate

JVA, Incorporated

817 Colorado Avenue Suite 301

Glenwood Springs,

970.404.3100 info@jvajva.com

CO 81601

www.jvajva.com

SET REBAR & 1-1/4" ORANG S89°53'00"E 25.00' PLASTIC CAP TNC PLS3821 S89°53'00"E 134.10' BASIS OF BEARINGS 7.5' REAR ALUMINUM CAP LS10732 - 20' WIDE PUBLIC UTILITY SETBACK -15' WITNESS CORNER & DRAINAGE EASEMENT -SET REBAR & 1-1/4" BLUE RECEPTION NO. 270460 PLASTIC CAP WC TNC PLS38215 LOT 13 TITLE CERTIFICATE DATED THIS____DAY OF____ LOT 10B 7,410± SQ.FT. BLOCK 3 COLORADO ATTORNEY REGISTRATION NO. CERTIFICATE OF TAXES PAID LOT 9 LOT 12 DATED THIS _____ DAY OF _____, A.D., 2021. BY:______TREASURER OF GARFIELD COUNTY COUNTY COMMISSIONERS CERTIFICATE PUBLIC DEDICATIONS SHOWN HEREON. CHAIRMAN, BOARD OF COUNTY COMMISSIONERS GARFIELD COUNTY, COLORADO ------WITNESS MY HAND AND THE SEAL OF THE COUNTY OF GARFIELD. 1' WITNESS CORNER — SET REBAR & 1-1/4" BLUE COUNTY CLERK PLASTIC CAP WC TNC PLS38215 AT BASE OF CONCRETE WALL & EDGE OF DECK COUNTY SURVEYOR'S CERTIFICATE DRAFTING PURSUANT TO C.R.S., 38-51-101 AND 102, ET SEQ. LOT 10A DATED THIS _____, 2021. FOUND REBAR & 1-1/2"____ 7,354± SQ.FT. ALUMINUM CAP ILLEGIBLE BY:______GARFIELD COUNTY SURVEYOR -ACCESS & UTILITY EASEMENT CLERK AND RECORDER'S CERTIFICATE ____ O'CLOCK___.M., ON THE ___ DAY OF____ BOOK ____, PAGE ____, RECEPTION NO._____. CLERK AND RECORDER SCALE: 1" = 12' SET REBAR & 1-1/4" BLUE PLASTIC CAP WC TNC PLS38215 LOT 11 ZONING NOTES: R/LD RESIDENTIAL/LOW-DENSITY 1. BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S89°53'00"E ALONG THE NORTH LINE OF LOTS 9 & 10 BETWEEN A REBAR AND 1-1/2" ALUMINUM FRONT YARD: 15 FEET CAP LS10792 AND A REBAR & 1-1/4" ORANGE PLASTIC CAP LS38215 PIPE AS SIDE YARD: 7.5 FEET REAR YARD: 7.5 FEET SHOWN HEREON. HEIGHT-PRINCIPAL: 27 FEET 2. DATE OF FIELD SURVEY: AUGUST 14 & 19, 2020. SET REBAR & 1-1/4" ORANGE— HEIGHT ACCESSORY: 22 FEET PLASTIC CAP TNC PLS38215 AT BASE OF CONCRETE WALL 3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET. — — — — — — FOUND NO. 5 REBAR 4. THIS SURVEY IS BASED ON COLORADO MEADOWS SUBDIVISION RECORDED DECEMBER 5, 1975 IN RECEPTION NO. 270460 AND CORNERS FOUND IN PLACE AS SHOWN HEREON. NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

AMENDED PLAT

LOT 10, BLOCK 3- COLORADO MEADOWS SUBDIVISION SECTION 34, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6TH PM COUNTY OF GARFIELD, STATE OF COLORADO

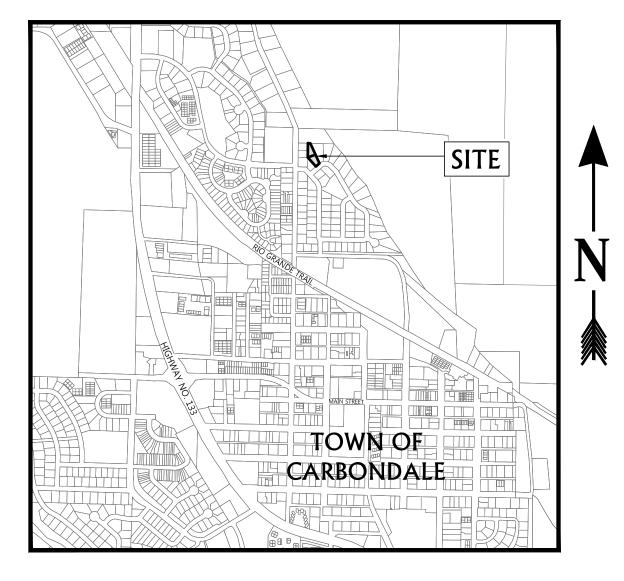
_, AN ATTORNEY LICENSED TO PRACTICE LAW IN THE STATE OF COLORADO, OR AGENT AUTHORIZED BY A TITLE INSURANCE COMPANY, DO HEREBY CERTIFY THAT I HAVE EXAMINED THE TITLE TO ALL LANDS SHOWN UPON THIS PLAT AND THAT TITLE TO SUCH LANDS IS VESTED IN DAMON B. ROTH & DANYIELLE L. BRYAN FREE AND CLEAR OF ALL LIENS AND ENCUMBRANCES (INCLUDING MORTGAGES, DEEDS OF TRUST, JUDGMENTS, EASEMENTS, CONTRACTS AND AGREEMENTS OF RECORD AFFECTING THE REAL PROPERTY IN THIS PLAT), EXCEPT AS

I, THE UNDERSIGNED, DO HEREBY CERTIFY THAT THE ENTIRE AMOUNT OF TAXES AND ASSESSMENTS DUE AND PAYABLE AS _____, upon all parcels of real estate described on this plat are paid full.

BASED UPON THE REVIEW AND RECOMMENDATION PF GARFIELD COUNTY DIRECTOR OF COMMUNITY DEVELOPMENT, THE BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY, COLORADO, HEREBY APPROVES THIS AMENDED PLAT _, 2021, FOR FILING WITH THE CLERK AND RECORDER OF GARFIELD COUNTY AND FOR CONVEYANCE TO THE COUNTY OF THE PUBLIC DEDICATIONS SHOWN HEREON, SUBJECT TO THE PROVISION THAT APPROVAL IN NO WAY OBLIGATES GARFIELD COUNTY FOR FINANCING OR CONSTRUCTION OF IMPROVEMENTS ON LANDS, PUBLIC ROADS, HIGHWAYS OR EASEMENTS DEDICATED TO THE PUBLIC, EXCEPT AS SPECIFICALLY AGREED TO BY THE BOARD OF COUNTY COMMISSIONERS BY SUBSEQUENT RESOLUTION. THIS APPROVAL SHALL IN NO WAY OBLIGATE GARFIELD COUNTY FOR THE CONSTRUCTION, REPAIR OR MAINTENANCE OF PUBLIC ROADS, HIGHWAYS OR ANY OTHER

APPROVED FOR CONTENT AND FORM ONLY AND NOT THE ACCURACY OF SURVEYS, CALCULATIONS AND

THIS PLAT WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF GARFIELD COUNTY AT ___, A.D. 2021, AND IS DULY RECORDED IN



CERTIFICATE OF OWNERSHIP AND DEDICATION

THE UNDERSIGNED DAMON B. ROTH & DANYIELLE L. BRYAN, BEING SOLE OWNER(S) IN FEE SIMPLE OF ALL THAT REAL PROPERTY SITUATED IN GARFIELD COUNTY, DESCRIBED AS FOLLOWS:

LOT 10, BLOCK 3, COLORADO MEADOWS SUBDIVISION ACOORDING TOTHE PLAT THEREOF RECORDED DECEMBER 5, 1975

CONTAINING 0.339 ACRES, MORE OR LESS, HAVE CAUSED THE DESCRIBED REAL PROPERTY TO BE SURVEYED, LAID OUT, PLATTED AND SUBDIVIDED INTO LOTS AND BLOCKS AS SHOWN ON THIS AMENDED PLAT UNDER THE NAME AND STYLE OF AMENDED PLAT OF LOT 10, BLOCK 3 COLORADO MEADOWS SUBDIVISION, A SUBDIVISION IN COUNTY OF GARFIELD. THE OWNERS DO HEREBY DEDICATE AND SET APART ALL OF THE STREETS AND ROADS AS SHOWN ON THE ACCOMPANYING PLAT TO THE USE OF THE PUBLIC FOREVER, AND HERBY DEDICATES TO THE PUBLIC UTILITIES THOSE PORTIONS OF SAID REAL PROPERTY WHICH ARE LABELED AS UTILITY EASEMENTS ON THE ACCOMPANYING PLATS AS PERPETUAL EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF UTILITIES, IRRIGATION AND DRAINAGE FACILITIES INCLUDING, BUT NOT LIMITED TO, ELECTRIC LINES, GAS LINES AND TELEPHONE LINES, TOGETHER WITH THE RIGHT TO TRIM INTERFERING TREES AND BRUSH, WITH PERPETUAL RIGHT OF INGRESS AND EGRESS FOR INSTALLATION AND MAINTENANCE OF SUCH LINES. SUCH EASEMENTS AND RIGHTS SHALL BE FURNISHED BY THE SELLER OR PURCHASER, NOT BY THE COUNTY OF GARFIELD.

EXECUTED THIS [DAY OF	. A.D., 2021.	
OWNERS: DAMON B. ROTH DANYIELLE L. BRYAN 520 MESA VERDE AVENU CARBONDALE, CO 81623			
BY: DAMON B. ROTH		-	
BY: DANYIELLE L. BRYA	AN	-	
STATE OF COLORADO))ss		
COUNTY OF GARFIELD)		
THE FOREGOING CERTIFI 20_, BY DAMON B. ROTH		P WAS ACKNOWLEDGED BEFORE ME THIS DAY OF YAN.	
My commission expire	ES:	-	
WITNESS MY HAND AND) SEAL		
NOTARY PUBLIC			

SURVEYOR'S CERTIFICATE

I, RODNEY P. KISER, DO HEREBY CERTIFY THAT I AM A PROFESSIONAL LAND SURVEYOR LICENSED UNDER THE LAWS OF THE STATE OF COLORADO, THAT THIS PLAT IS A TRUE, CORRECT AND COMPLETE PLAT OF THE AMENDED PLAT OF LOT 10, BLOCK 3 COLORADO MEADOWS SUBDIVISION AS LAID OUT, PLATTED, DEDICATED AND SHOWN HEREON, THAT SUCH PLAT WAS MADE FROM AN ACCURATE SURVEY OF SAID PROPERTY BY ME AND UNDER MY SUPERVISION AND CORRECTLY SHOWS THE LOCATION AND DIMENSIONS OF THE LOTS, EASEMENTS AND STREETS OF SAID AMENDED PLAT AS THE SAME ARE STAKED UPON THE GROUND IN COMPLIANCE WITH APPLICABLE REGULATIONS GOVERNING

IN WITNESS WHEREOF I HAVE SET MY HAND AND SEAL THIS ______ DAY OF ______, 2021.

— COLORADO —

A LAND SURVEYING AND MAPPING COMPANY

RODNEY P. KISER, PLS 38215

DAMON ROTH AMENDED PLAT LOT 10 520 MESA VERDE DRIVE - CARBONDALE COUNTY OF GARFIELD - STATE OF COLORADO



TRUE NORTH COLORADO LLC. A LAND SURVEYING AND MAPPING COMPANY P.O. BOX 614 - 386 MAIN STREET UNIT 3 NEW CASTLE, COLORADO 81647 (970) 984-0474 www.truenorthcolorado.com

DDOIECT NO. 2020 29	DRAWN	
PROJECT NO: 2020-28 7	RPK	SHEET
DATE:AUGUST 16, 2021	SURVEYED	1 OF 1
DATE.AUGUST 10, 2021	GBL	

FORUM PHI | Major Plat Amendment for the Subdivision of an Established Lot 520 Mesa Verde, Carbondale, CO

Date: 2021-05-03

Applicant: Forum Phi

Town of Carbondale Planning & Zoning Department Carbondale Town Hall 511 Colorado Ave, Carbondale, CO 81623

Dear Director,

Forum Phi is requesting a Major Plat Amendment for a lot split and construction of a new single-family residence for a property located at the physical address 520 Mesa Verde Ave, Carbondale, CO parcel number 239334201010. The purpose of this lot split is to create additional housing opportunities for local residents in the Town of Carbondale while maintaining neighborhood context and reducing the environmental impact to the site. The property is a 14,765 SF lot that contains an existing residence of approximately 1,200 SF and a detached 700 SF garage that is located behind the main residence.

The intent for this lot split is to keep the main residence in its entirety and construct a new home in the rear portion of the property where the existing detached garage is located. The proposed design would convert the existing garage structure to a two-story residence with the garage remaining on the ground level, accessed from an existing driveway that is to remain. For the purposes of this application, the front lot containing the existing single-family residence will be referred to as Lot 10A and the northern lot where the proposed development of a garage and single-family residence will be known as Lot 10B. This document will demonstrate compliance with code requirements outlined within Chapter 17 of the Municipal Code (Unified Development Code) of the Town of Carbondale for a lot split in the Residential Low Density Zone district (R/LD).

Based on the current zoning code and regulations for the R/LD zoning district, a minimum lot area of 6,000 SF is required.

Chapter 17.03.2.4.B.(Table 3.2-5) – R/LD District Dimensional Standards; Lot area, minimum: Lot area, minimum | 6,000 sf [1]. Notes: [1] Minimum lot area for properties in the original Townsite, Weaver's Addition, and Fender's Addition is 5,500 square feet. **EXHIBIT A**

In addition to the minimum lot area of 6,000 SF, each lot must have a minimum lot depth of 100'-0".

Chapter 17.03.2.4.B.(Table 3.2-5.A) – R/LD District Dimensional Standards; Lot depth, minimum: Lot depth, minimum | 100 feet. EXHIBIT A

For lots between 6,000-7,499 SF the maximum amount of impervious area is capped at 52% Lot area.

Chapter 17.03.7.2.(Table 3.2-7) – Maximum Impervious Lot Coverage, Residential Districts; R/LD: Net Lot Area | 6,000 – 7,499 sf | Zone District R/LD | Max. Impervious Lot Coverage Percentage (52%). EXHIBIT B



The existing residence is to remain unchanged on Lot 10A as shown in the attached site plan with a gross lot area of 7,354.75 SF. The proposed residence and garage will be placed on Lot 10B with a gross lot area of 7,410 SF. Each lot meets the minimum dimensional requirements of 6,000 SF, minimum depth of 100'-0", and is under the allowable maximum impervious area. **EXHIBIT R.1**

Compliance with the approval criteria per the Town of Carbondale UDC 2.6 Procedures and Approval Criteria: Subdivisions 2.6.4.C Procedure for a preliminary plat review are outlined below:

- a) The Planning and Zoning Commission may approve a preliminary plat application that meets the following criteria:
- i The proposed subdivision complies with all applicable use, density, development, and design standards set forth in this Code that have not otherwise been modified or waived pursuant to this chapter and that would affect or influence the layout of lots, blocks, and streets. Applicants shall avoid creating lots or patterns of lots in the subdivision that will make compliance with such development and design standards difficult or infeasible.
 - The proposed subdivision of 520 Mesa Verde does not affect the existing conditions or established neighborhood context. An existing garage structure on the current lot is to be replaced with a new single-family residence. The proposed design reduces the impervious area of the site by moving the proposed structure south on the property, removing part of the existing driveway and increasing the open space and landscaping. This new structure will incorporate a garage on the main level with a 2-bedroom 2-bathroom home on the upper level and is accessed from an existing driveway that currently serves as access to the existing garage structure.
- ii The general layout of lots, roads, driveways, utilities, drainage facilities, and other services within the proposed subdivision is designed in a way that minimizes the amount of land disturbance, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat, and otherwise accomplishes the purposes and intent of this code
 - The proposed subdivision will be located within an established neighborhood generating little to no impact to the existing lot. Existing infrastructure including electrical, water, sewer, and vehicular access to the existing garage structure are to be utilized for the proposed development. This will ensure minimal impact to the property while focusing on site improvements.
- iii The applicant has provided evidence that provision has been made to connect to the Town's public water supply system
 - Access to the Town's public water supply system exists on the site. Connection to the
 existing water supply system is proposed.
- iv The applicant has provided evidence that provision has been made for a public sewage disposal system or, if other methods of sewage disposal are proposed, adequate evidence that such system shall comply with state and local laws and regulations

- Access to the Town's public sewage disposal system exists on the site. Connection to the existing sewage disposal system is proposed.
- v The applicant has provided evidence to show that all areas of the proposed subdivision that may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified by the subdivider and that the proposed use of these areas are compatible with such conditions
 - An existing garage structure on the current lot is to be replaced with a new single-family residence. The proposed design reduces the impervious area of the site by moving the proposed structure south on the property, removing part of the existing driveway and increasing the open space and landscaping. Minor grading and minimal site impact will be necessary for this new development.
- vi The applicant has provided evidence to show that all areas of the proposed subdivision may involve other natural hazards including flood and wildfire have been identified and mitigated to the maximum extent practicable
 - Presence of natural hazards including flood and wildfire do not exist on the site.
- **vii** The applicant provides a clear assumption of responsibility for maintain all roads, open spaces, and other public and common facilities in the subdivision
 - The property is accessed from an established road, Mesa Verde Ave. Access to lot 10B will be maintained by the owners. No public or common facilities are proposed in this subdivision.
- **viii** As applicable, the proposed phasing for the development of the subdivision is rational in terms of available infrastructure capacity and financing.
 - Phasing is not necessary for the development of a single structure on Lot 10B. Financing will be secured prior to permit issuance by the Town of Carbondale.
- ix The subdivision is consistent with the approved subdivision conceptual plan, if applicable, unless detailed engineering studies require specific changes based on site conditions (in which case the applicant shall not be required to pursue another conceptual plan approval)
 - N/A
- **x** The subdivision is consistent with Comprehensive Plan and other adopted Town polices and plans, including any adopted transportation plan or streets/roadway plan.
 - This proposed subdivision is consistent with the comprehensive plan and other adopted town polices and plans. An existing garage structure on the current lot is to be replaced with a new single-family residence. The density and vision for the town with this proposal aligns with the current adopted plans and policies by the Town of Carbondale.

We are seeking approval for the subdivision of an existing property located at 520 Mesa Verde Ave. The existing residence is to remain unchanged on Lot 10A and construction of a single-family home is to be permitted on Lot 10B.

Thank you for your consideration in this matter. We look forward to your response.

EXHIBIT A - Chapter 17.03.2.4.B.(Table 3.2-5) - R/LD District Dimensional Standards; Lot area, minimum

EXHIBIT A - Chapter 17.03.2.4.B.(Table 3.2-5.A) - R/LD District Dimensional Standards; Lot depth, minimum

EXHIBIT B - Chapter 17.03.7.2.(Table 3.2-7) - Maximum Impervious Lot Coverage, Residential Districts; R/LD

EXHIBIT C – Existing Subdivision Covenants for Colorado Meadows

EXHIBIT D – Original Subdivision Plat of Colorado Meadows

EXHIBIT E – List Adjoining Property Owners

EXHIBIT F – Title of Ownership

EXHIBIT R.1 - Preliminary site plans including building placement, utilities, lot sizes, and impervious area

EXHIBIT R.2 – Solar Analysis

EXHIBIT R.3 – Survey

EXHIBIT A

3.2. Residential Districts
3.2.4. Residential/Low-Density (R/LD)
3.2.4.B. Dimensional and Other Standards

CHAPTER 17.03: ZONING DISTRICTS

B. Dimensional and Other Standards

t Standards	
Lot area, minimum	6,000 sf [1]
Lot depth, minimum	100 feet
Lot width, minimum	60 feet [2]
Impervious lot coverage, maximum	See Table 3.7-2
etbacks, Minimum	
Front	15 feet
Side	7.5 feet
Side, street	10 feet
Rear	7.5 feet
Rear, adjacent to alley	5 feet
uildingStandards	
Height, principal dwelling unit, maximum	27 feet
Height, accessory buildings, maximum	22 feet
otes:	
 Minimum lot area for properties in the original Townsite, Wender's aAddition is 5,500 square feet. 	eaver's a gainton, and

EXHIBIT B

Zoning District	AG	OTR	R/LD	R/MD	R/HD
Net Lot Area	Maximum Impervious Lot Coverage Percentage (%)				
400,000 sf or larger	5	1.5	5	60	60
200,000 - 399,999 sf		2	7	60	60
87,120 – 199,999 sf		4	15	60	60
43,560 – 87,119 sf		8	20	60	60
20,000 – 43,559 sf		16.5	25	60	60
15,000 – 19,999 sf		21	33	60	60
12,500 – 14,999 sf		24	35	60	60
10,000 – 12,499 sf		29	42	60	60
7,500 – 9,999 sf		34	45	60	60
6,000 – 7,499 sf		40	52	60	60
4,000 – 5,999 sf		42	52	60	60
Less than 4,000 sf		44	52	60	60

Recorded at Si47 o'clock P. M. DEC 5 1975

Reception No. 270461 Ella Stephens, Recorder

PROTECTIVE COVENANTS COLORADO MEADOWS SUBDIVISION Carbondale, Colorado

REDSTONE CORPORATION, the declarant herein and developer, owner of Colorado Meadows Subdivision, Carbondale, Colorado, as the same appears upon that plat filed for record on December 5/975 as Reception No. 270460, in the office of the Clerk and Recorder of Garfield County, Colorado, does hereby covenant and agree that the use thereof shall be restricted by the terms and conditions as hereinafter set forth. It further covenants and agrees that the hereinafter set forth restrictions shall be covenants running with the land and shall be binding upon itself, its successors and assigns, and shall be mutually binding and enforceable by all purchasers of lots or property within said Subdivision.

The protective covenants to run with the land are as follows:

- l. All lots and parcels within the Subdivision, except as hereinafter identified for use as parks, green belt and roadway easement, shall be used for no other purpose than single family residences. To this end no building shall be erected, altered, placed or permitted to remain on any lot, other than one detached single family dwelling and appurtenant structures such as garage, carport, storage structure, or house workshop, as may be approved by the Architectural Control Committee.
- 2. Each single family dwelling shall be set back from the lot lines as follows:
 - (a) Street. 20 feet, except those lots facing on 8th Street where the set-back shall be 25 feet.
 - (b) Rear lot line. 20 feet.
 - (c) Side lot line. 7 1/2 feet.

Eaves, steps and open porches shall not be considered part of a building in computing set-backs.

- 3. No building shall exceed 27 feet in vertical height measured from the finished elevation of the intersection of the center of the front street with a line drawn from the center of a lot perpendicular to the front line of the lot, such total height to include the roof.
- 4. Easements for the installation and maintenance of utilities and drainage facilities for the benefit of the public are reserved as shown on the recorded plat as to each and all of the lots.
- 5. No gas lines, light, powerlines, telephone lines or television cables shall be permitted unless said lines are buried underground and out of sight from their primary source at the lot line to the unit, at the owner's expense.
- 6. The floor area of each single family dwelling, exclusive of open porches and garages, shall not be less than 1,000 square feet of finished living area on the ground floor level. In addition, no dwelling shall be built nor sold which does not have off-street paved or asphalt parking space for at least two automobiles.
- 7. No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood. No light shall be emitted from any property within the Subdivision which is unreasonably bright or causes unreasonable glare; no sound shall be emitted on any such property which is unreasonably loud or annoying; and no odor shall be emitted on any such property

which is unreasonably noxious or offensive to others All property within the Subdivision, including all improvements on any such property, shall be kept and maintained by the owner thereof in a clean, safe, attractive and sightly condition and in good repair.

- 8. No structure of a temporary character, trailer, basement, camp, shack, garage, barn, or other outbuilding, shall be used on any lot at any time as a residence, either temporarily or permanently.
- 9. No animals, livestock, or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes.
- 10. No sign of any kind shall be displayed to the public view of any lot, except one professional sign of not more than 6 square feet advertising the property for sale or rent, or used by a builder to advertise the property during the construction and sales.
- ll. No lot shall be used or maintained as a dumping ground for rubbish and no vehicle shall be allowed on any lot which does not have a current license plate recognized as valid by the State of Colorado and a current safety inspection sticker issued by authority of the State of Colorado. All recreational vehicles and equipment shall be stored out of view in a garage or attached storage room or area.
- 12. Trash, garbage and other waste shall be kept only in covered sanitary containers.
- 13. No structures shall be placed or located in any manner that will obstruct, divert or otherwise alter the natural water drainage courses and patterns, and no landscaping or changes to the existing terrain shall be made which shall obstruct, divert or alter such drainage.
- 14. No dwelling constructed in the Subdivision shall be occupied prior to completion and issuance of a Certification of Completion by the Town of Carbondale.
- 15. An Architectural Control Committee, ("the Committee"), is hereby created to function as follows:
 - (a) The Architectural Control Committee shall consist of three members: Robert J. Delaney, 818 Colorado Avenue, Glenwood Springs, telephone 945-7722; Joan Duprey, 818 Colorado Avenue, Glenwood Springs, telephone 945-7722; and Patrick Fitzgerald, 1614 Grand Avenue, Glenwood Springs, telephone 945-8653. A majority of the Committee may designate a representative to act for it. Should a member resign, or become unable to act, the other members can appoint a successor. One or more members may be replaced by the developer until transfer of all Subdivision lots, and thereafter by written designation recorded in the Garfield County Clerk's office showing approval by a majority of the Subdivision lot owners.
 - (b) Before anyone shall commence the construction, remodeling, addition to, or alteration of any building, wall, fence, or other structure whatsoever, within the Subdivision, there shall be submitted to the Architectural Control Committee, two complete sets of the plans and specifications for said work and no such structure or improvement of any kind shall be erected, altered, placed or maintained upon any lot unless and until the final plans, elevations and specifications therefore have been approved in writing by the Architectural Control Committee. Such plans and specifications shall be submitted in writing over the signature of the owner of the site

or his authorized agent. Approval shall be based, among other things, on quality of construction; adequacy of site planning; conformity and harmony of exterior design with neighboring structures; effect of location and use of improvements on neighboring sites, improvements, operations and uses; relation of topography, grade and finished ground elevation of the site being improved to that of neighboring sites; proper facing of main elevation with respect to nearby streets; and conformity of the plans and specifications to the purpose and general plan and intent of these restrictions. The Committee shall not arbitrarily or unreasonably withhold approval of such plans and specifications. Neither moved in houses, prefabricated, precut, or modular type construction shall be approved, unless the Committee shall affirmatively determine that the proposed construction will not detract from, and is compatible with Subdivision standards.

- (c) The Architectural Control Committee shall approve or disapprove in writing, said plans and specifications within thirty days from the receipt thereof. One set of said plans and specifications with the approval or disapproval shall be retained by the Committee. In the event no action is taken to approve or disapprove such plans and specifications within said thirty day period, the provision requiring approval of said plans and specifications shall be deemed to have been waived.
- (d) The Committee may grant variances from the strict application of these protective covenants, subject to the following conditions:
 - 1. A detailed written application for variance shall be submitted to the Committee supported by plat or drawings and with a processing fee of \$25.00, plus any costs or fees the Committee may incur in having the request evaluated or reviewed.
 - 2. Proof acceptable to the Committee of at least ten (10) days advance written notice to all Subdivision property owners within 200 feet from the exterior boundaries of the site.
 - 3. The variance conforms to zoning, building code and other ordinances of the Town of Carbondale, or that appropriate variance has been approved by the Town of Carbondale.
 - 4. An affirmative finding by the Committee that the variance will not create substantial adverse effects to other Subdivision property owners, and is in conformity with the quality, objectives and general standards of the Subdivision.
- (e) Neither the developer, the Committee members, nor their successors or assigns shall be liable in damages to anyone submitting plans to them for approval, or to any owner of land affected by this Declaration, by reason of mistake in judgment, negligence, or nonfeasance arising out of or in connection with the approval or disapproval or failure to approve any such plans. Every person who submits plans for approval agrees, by submission of such plans, and every owner of any of said property agrees, by acquiring title thereto, that he will not bring any action or suit against Declarant to recover any such damages.

- 16. No front yard fences shall be constructed on any lot nor located at a point on the lot closer to the street than the front edge of the house or dwelling thereon. All fences shall be of wood construction, no higher than 72 inches, and if painted or stained any color other than a natural wood color or white, prior approval must be obtained from the Architectural Control Committee.
- 17. No elevated tanks of any kind shall be permitted on any lot for storage of gas, fuel, water, oil or other substance. Any such storage tanks shall be buried below ground level.
- 18. During the course of actual construction of any permitted structures, roads or improvements, the provisions contained in this Declaration shall be deemed waived to the extent necessary to permit such construction, provided that, during the course of such construction, nothing is done which will result in a violation of any of said provisions upon completion of construction.
- 19. These covenants are to run with the land and shall be binding upon all parties and all persons claiming under them for a period of twenty-five (25) years from the date of these covenants are recorded, after which said time said covenants shall be automatically extended for successive periods of ten (10) years. These covenants may be changed at any time by two thirds of the Subdivision lot owners, following at least 20 days written notice to all lot owners, the change to be recorded in the Garfield County Clerk's office. Notwithstanding anything to the contrary contained herein, after the expiration of one year from the date of issuance of a building permit by municipal or other governmental authority for any improvement, said improvement shall, in favor of purchasers and encumbrancers in good faith and for value, be deemed to be in compliance with all provisions of these covenants, unless actual notice of such noncompliance or noncompletion, executed by declarant, shall appear of record in the office of the Clerk and Recorder of Garfield County, Colorado, or unless legal proceedings shall have been instituted to enforce compliance or completion.
- 20. Enforcement shall be by proceedings at law or in equity by any owner or owners, or association thereof, of the land hereby restricted, against any person or persons violating or attempting to violate any covenant, either to restrain violation or to recover damages. For purposes of this section, the declarant, Redstone Corporation, or its successors shall be deemed an owner so long as lots in the Subdivision remain to be sold or developed.
- 21. Invalidation of any one of these covenants by judgment or court order shall in noway affect any of the other provisions which shall remain in full force and effect.
- 22. These covenants are subject to applicable laws and to ordinances of the Town of Carbondale, and violation of said laws or ordinances are violations of these covenants, subject to enforcement as hereinabove provided.

Dated and signed this 4/h day of permitter, 1975.

REDSTONE CORPORATION STATE OF COLORADO COUNTY OF GARFIELD) ss.

The foregoing instrument was acknowledged before me this day of _______, 1975 by Robert Delaney as President My commission expires:

NOTATION MY commission expires:

GETTINATING OF SECRETIAN AND AMBRICAN

THE ART OF THE A 75.00° LOT (2 OO COT IS 130001111 20 130001111 Searning on this plat prograte from monuments on 500 to 50 LOTA 2000 W 11780 B 79.96 65,00° 65.00 LOT 10 14765 SG.FT.T LOT 8 1,000 FT¹2 UOT 12 9700 FT.*± L 01 5 LOT 6 1000 FT's C 701 LOT 9 LOT 10 2348 207 9 1,900 174 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 1000 | 5 T R E E T GOORT'S GOORT'S GOORTS LOT 1 408 913 5 TO SHOWER NO Ви Вирну, балетаку 13,3802 FT 98,111 O LOT 4. The foregoing defication was acknowledged pefore me this 3/2/2 day of CLOSES. AD. 1975 - by Chical Distance Casa Computer My consistent expires: 8/03/28.

Without HT 1980 AND 2006. 8 LOT 5 (8.45° 00' 00' 8 60.81' (546°0|23°E the subtristin of land, it is a set my head and seal this Z N day off October R. A.O. 13 74. C = 1.48 A: 46'07'16 E: 52.52 E: 52.52 F: 52.52 A 10/16/20 0 NOTE-1

A "V" public whitey and distings, coverners of the public whitey and distings, coverners of the public which is hardly reserved and additionally only for the public which is hardly reserved and additionally unless of the public white from left from one of both in or his public white from left from or tight 9 through Block 2 and to the through Block 2. DHOLE Sale Apple

EXHIBIT E

Parcel ID	Owner	Address	City	State	Zip
239334201011	Emily Good	522 Mesa Verde	Carbondale	co	81623
239334200012	Corinna Barry	522 N. 8th St.	Carbondale	со	81623-2815
239334201012	Darryl & Stephanie Reeves	532 N. 8th St.	Carbondale	со	81623
239334201013	Charles Wicker Moses	542 N. 8th St.	Carbondale	со	81623
239334200030	PRICHARD, RANDOLPH STANLEY & LEONAITIS, CATHERINE A	552 Cowen Dr.	Carbondale	со	81623
239334201009	Luz Ford	516 Mesa Verde Avenue	Carbondale	со	81623



ONE REPORT

To: NA Date Ordered: 03-03-2021

Attn: DAMON ROTH Order Number 872679

Fax: Phone: 970-948-8985

Address: 520 MESA VERDE AVE CARBONDALE, CO 81623 County: GARFIELD

LEGAL DESCRIPTION

LOT 10, BLOCK 3, COLORADO MEADOWS SUBDIVISION, COUNTY OF GARFIELD, STATE OF COLORADO.

OWNERSHIP & ENCUMBRANCES

Certification Date: 02-12-2021

OWNERSHIP: DAMON B. ROTH AND, DANYIELLE L. BRYAN

 Doc Type
 Doc Fee
 Date
 Reference#

 WARRANTY DEED
 \$44.00
 06-13-2007
 725432

ENCUMBRANCES AND OTHER DOCUMENTS

ItemPayable ToAmountDateReference#DEED OF TRUSTDITECH FINANCIAL LLC\$352,000.0007-26-16880189

Cust Ref#

By: MARY HANISKO

Land Title

Property Resource Specialist
Email: oe@ltgc.com
Phone: 303-850-4190
Fax: 303-393-4827

This ONE REPORT is based on a limited search of the county real property records and is intended for informational purposes only. The ONE REPORT does not constitute any form of warranty or guarantee of title or title insurance, and should not be used by the recipient of the ONE REPORT as the basis for making any legal, investment or business decisions. The recipient of the ONE REPORT should consult legal, tax and other advisors before making any such decisions. The liability of Land Title Guarantee Company is strictly limited to (1) the recipient of the ONE REPORT, and no other person, and (2) the amount paid for the ONE REPORT.

Form OE.WEB 06/06



Reference: 520 MESA VERDE AVE CARBONDALE, CO 81623

Attached are the additional documents you requested:

 Doc Type
 Recorded
 Reception#/BookPage

MARY HANISKO

Land Title

Property Resource Specialist
Email: mhanisko@ltgc.com
Phone: 303-850-4193
Fax: 303-393-4827

ADD.DOCS 872679

Reception#: /25432 06/13/2007 11:22:10 AM B: 1937 P: 0226 Jean Alberico 1 of 2 Rec Fee:\$11.00 Doc Fee:44.00 GARFIELD COUNTY CO

WARRANTY DEED

THIS DEED, made this May 31, 2007, between Jessica Baker and Thomas Hunt

of the County of Pitkin and State of Colorado, grantor(s), and Damon B. Roth and Danyielle L. Bryan

DETTION

whose legal address is 210 Teal Court, Aspen, CO 81611

of the County of Pitkin and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of Four Hundred Forty Thousand and 00/100 Dollars (\$440,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the County of Pitkin and State of Colorado, described as follows:

Lot 10, Block 3, Colorado Meadows Subdivision, in the Town of Carbondale.

Couty of Garfield, State of Colorado

also known by street and number as: 520 Mesa Verde, Carbondale, CO 81623

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appeartaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that of the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except those set forth in Exhibit "A" attached hereto and made a part of.

The grantor(s) shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Jessica Baker

By: Thomas Hunt as Attorney in Fact

Thomas Hunt

STATE OF COLORADO

COUNTY OF Pitkin

The foregoing instrument was acknowledged before me this May 31, 2007, by Jessica Bal

Attorney in Fact and Thomas Hunt.

My Commission expires: Q = 11 - 07

Witness my band and official seal

Notary Public

Return to grantee

BUILDING BUILDING CONTROL OF CONT

Reception#: 725432 06/13/2007 11:22:10 AM B: 1937 P: 0227 Jean Alberico 2 of 2 Rec Fee:\$11.00 Doc Fee:44.00 GARFIELD COUNTY CO

Exhibit "A"

- 1. Taxes for the year 2007 and all subsequent years.
- 2. Right of a proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetate or intersect the subject property as reserved in the United States Patent recorded May 23, 1892, in Book 12 at Page 160.
- 3. Easements, rights of way an other matters as set forth on the Plat of Colorado Meadows recorded December 5, 1975, Under Reception No. 270460
- 4. Restrictions, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in the instrument recorded in Book 481 at Page 50 and as Amened in Book 489 at Page 707.

880189 07/26/2016 08:53:23 AM Page 1 of 10 Jean Alberico, Garfield County, Colorado Rec Fee: \$56.00 Doc Fee: \$0.00 eRecorded

When recorded, return to: Ditech Financial LLC, c/o Indecomm Global Services 1260 Energy Lane St. Paul, MN 55108

opinions.

Ellie Mae, Inc.

COLORADO--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3006 1/01

Title Order No.: 20748046	
LOAN #: 160076277	
[Space Above This Line For Recording Da	ata]
DEED OF TRUST	
	MIN 1006569-0000134280-3
DEFINITIONS Words used in multiple sections of this document are defined below and oth 18, 20 and 21. Certain rules regarding the usage of words used in this document, which is dated July 12 all Riders to this document. (B) "Borrower" is DANYIELLE L BRYAN, A Married Woman joined by ROTH.	ment are also provided in Section 16. , 2016, together with
Borrower is the trustor under this Security Instrument. (C) "Lender" is Ditech Financial LLC Lender is a Corporation,	organized and existing under the laws of
Delaware. Lender's a 880, Tampa, FL 33607.	address is 3000 Bayport Drive, Suite
(D) "Trustee" is the Public Trustee of Garfield (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a sa nominee for Lender and Lender's successors and assigns. MERS is the beautiful MERS is organized and existing under the laws of Delaware, and has an a 2026, Flint, MI 48501-2026, tel. (888) 679-MERS. (F) "Note" means the promissory note signed by Borrower and dated July states that Borrower owes Lender THREE HUNDRED FIFTY TWO THOUS	eneficiary under this Security Instrument. address and telephone number of P.O. Box y 12, 2016. The Note
plus interest. Borrower has promised to pay this debt in regular Periodic Pathan August 1, 2046. (G) "Property" means the property that is described below under the head (H) "Loan" means the debt evidenced by the Note, plus interest, any prepathe Note, and all sums due under this Security Instrument, plus interest. (I) "Riders" means all Riders to this Security Instrument that are executed executed by Borrower [check box as applicable]:	ayments and to pay the debt in full not later ing "Transfer of Rights in the Property." syment charges and late charges due under
 ☐ Adjustable Rate Rider ☐ Balloon Rider ☐ 1-4 Family Rider ☐ V.A. Rider ☐ Condominium Rider ☐ Planned Unit Development Rider ☐ Biweekly Payment Rider 	☐ Other(s) [specify]
(J) "Applicable Law" means all controlling applicable federal, state and administrative rules and orders (that have the effect of law) as well as a	

Page 1 of 9

COEDEED 0315 COEDEED (CLS) 07/12/2016 01:51 PM PST

LOAN #: 160076277

- (K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.
- (L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.
- (M) "Escrow Items" means those items that are described in Section 3.
- (N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.
- (O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.
- (P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.
- (Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.
- (R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the **County**[Type of Recording Jurisdiction] Of

Garfield

[Name of Recording Jurisdiction]:

SEE LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF AS "EXHIBIT A". APN #: R00340570

which currently has the address of 520 Mesa Verde, Carbondale,

[Street] [City]

Colorado 81623

("Property Address"):

[Zip Code]

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seised of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the

COLORADO-Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3006 1/01 Ellie Mae, Inc. Page 2 of 9



Initials⊭



880189 07/26/2016 08:53:23 AM Page 3 of 10 Jean Alberico, Garfield County, Colorado Rec Fee: \$56.00 Doc Fee: \$0.00 eRecorded

LOAN #: 160076277

Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property, (b) leasehold payments or ground rents on the Property, if any, (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined



COLORADO--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3006 1/01 Ellie Mae, Inc.

Page 3 of 9

COEDEED 0315 COEDEED (CLS) 07/12/2016 01:51 PM PST 880189 07/26/2016 08:53:23 AM Page 4 of 10 Jean Alberico, Garfield County, Colorado Rec Fee: \$56.00 Doc Fee: \$0.00 eRecorded

LOAN #: 160076277

under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgage and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

COLORADO--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3006 1/01 Ellie Mae, Inc.

Page 4 of 9



COEDEED 0915 COEDEED (CLS) 07/12/2016 01:51 PM PST 880189 07/26/2016 08:53:23 AM Page 5 of 10 Jean Alberico, Garfield County, Colorado Rec Fee: \$56.00 Doc Fee: \$0.00 eRecorded

LOAN #: 160076277

- **6.** Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.
- 7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

- 8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.
- 9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a nonrefundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained. and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms apd

COLORADO-Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3006 1/01 Ellie Mae, Inc.

Page 5 of 9

COEDEED 0915 COEDEED (CLS) 07/12/2016 01:51 PM PST 880189 07/26/2016 08:53:23 AM Page 6 of 10 Jean Alberico, Garfield County, Colorado Rec Fee: \$56.00 Doc Fee: \$0.00 eRecorded

LOAN #: 160076277

conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

- (a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.
- (b) Any such agreements will not affect the rights Borrower has if any with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.
- 11. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

- 12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.
- 13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Separity



COLORADO-Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3006 1/01 Ellie Mae, Inc.

Page 6 of 9

COEDEED 0315 COEDEED (CLS) 07/12/2016 01:51 PM PST 880189 07/26/2016 08:53:23 AM Page 7 of 10 Jean Alberico, Garfield County, Colorado Rec Fee: \$56.00 Doc Fee: \$0.00 eRecorded

LOAN #: 160076277

Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

- 15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.
- 16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

- 17. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.
- **18.** Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may

COLORADO-Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3006 1/01 Ellie Mae, Inc.

Page 7 of 9



COEDEED 0315 COEDEED (CLS) 07/12/2016 01:51 PM PST 880189 07/26/2016 08:53:23 AM Page 8 of 10 Jean Alberico, Garfield County, Colorado Rec Fee: \$56.00 Doc Fee: \$0.00 eRecorded

LOAN #: 160076277

reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 15. Trustee shall record a copy of the notice in the county in which the Property



COLORADO-Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3006 1/01 Ellie Mae, Inc.

Page 8 of 9

COEDEED 0315 COEDEED (CLS) 07/12/2016 01:51 PM PST

Initials

880189 07/26/2016 08:53:23 AM Page 9 of 10 Jean Alberico, Garfield County, Colorado Rec Fee: \$56.00 Doc Fee: \$0.00 eRecorded

LOAN #: 160076277

is located. Trustee shall publish a notice of sale for the time and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

- 23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly cancelled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.
 - 24. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

MANUAL DEVELOPMENT OF THE PROPERTY OF THE PROP

DAMON B ROTH OATE

STATE OF COLORADO County ss: GARFIELD

The foregoing instrument was acknowledged before me this 12th day of JULY, 2016, by DANYIELLE L BRYAN AND DAMON B ROTH.

Witness my hand and official seal.

My Commission Expires: $\frac{5-11-2019}{}$

LAWRENCE EDWARD STEVENSON NOTARY PUBLIC - STATE OF COLORADO Notary Identification # 20024010642 My Commission Expires 5/11/2019

Lender: Ditech Financial LLC

NMLS ID: 1057

Loan Originator: Nicholas Joseph Verello

NMLS ID: 121383

Initials: COEDEED 0315 COEDEED (CLS) 07/12/2016 01:51 PM PST

COLORADO--Single Family--Fannie Mae/Freddie Mac UNIFORM INSTRUMENT Form 3006 1/01 Ellie Mae, Inc.

Page 9 of 9



880189 07/26/2016 08:53:23 AM Page 10 of 10 Jean Alberico, Garfield County, Colorado Rec Fee: \$56.00 Doc Fee: \$0.00 eRecorded

Order No.: **20748046** Loan No.: 160076277

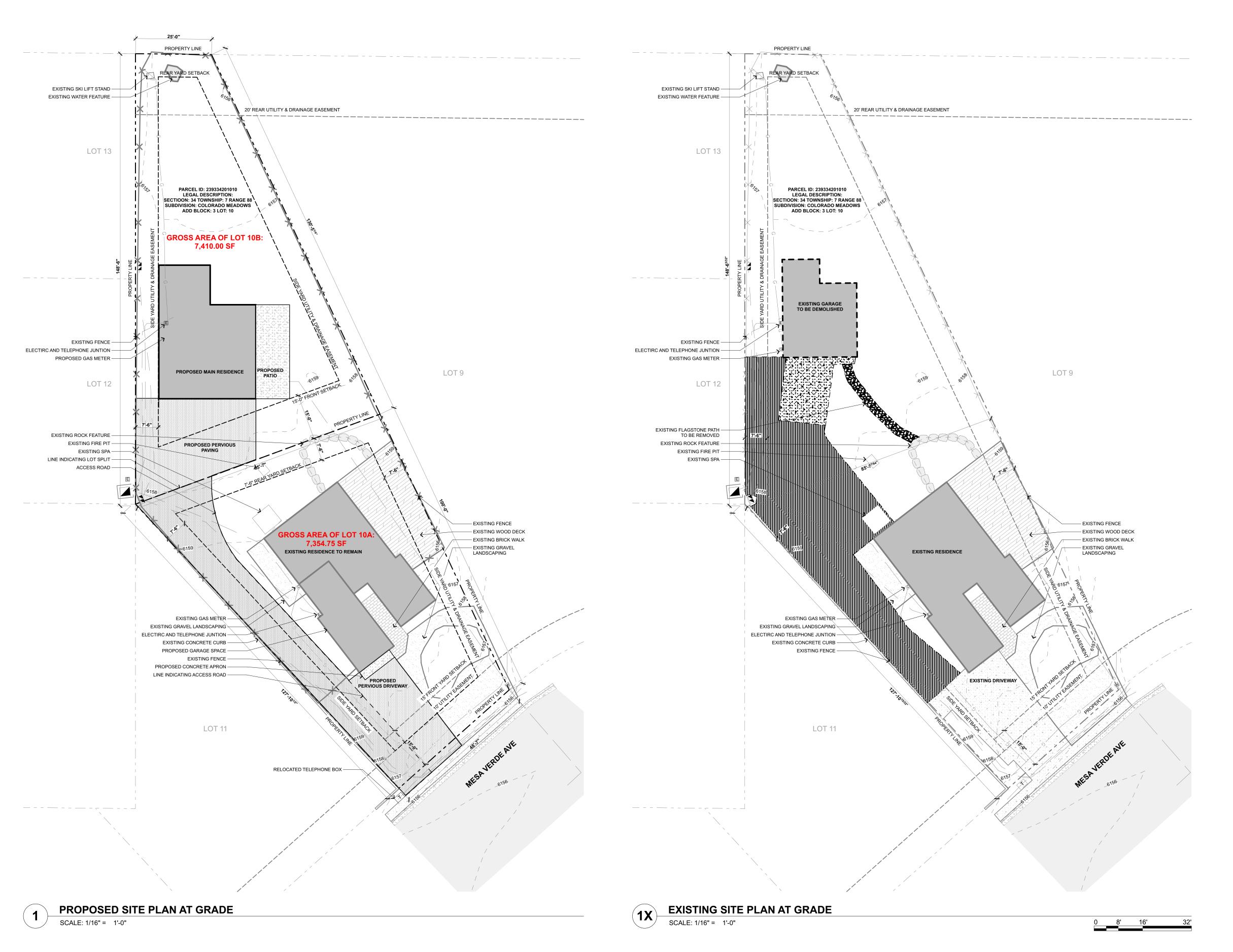
Exhibit A

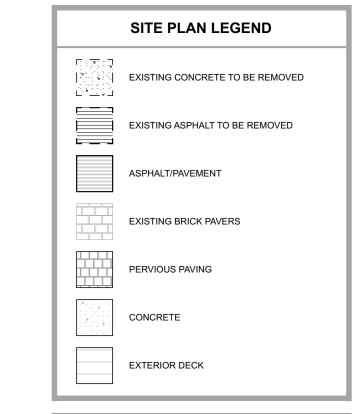
The following described property:

ALL THE REAL PROPERTY, TOGETHER WITH IMPROVEMENTS, IF ANY, SITUATE, LYING AND BEING IN THE COUNTY OF PITKIN AND STATE OF COLORADO, DESCRIBED AS FOLLOWS:

LOT 10, BLOCK 3, COLORADO MEADOWS SUBDIVISION, IN THE TOWN OF CARBONDALE, COUNTY OF GARFIELD, STATE OF COLORADO

Assessor's Parcel No: 239334201010





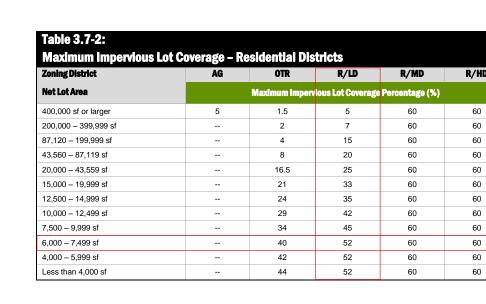
TOPOGRAPHY LEGEND

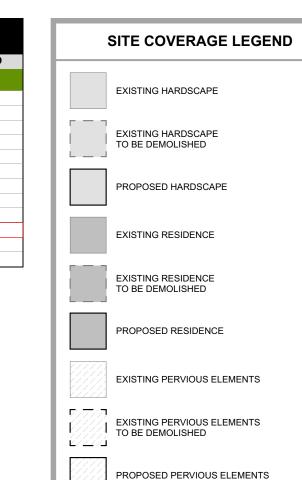
---- EXISTING 1' CONTOUR

---- PROPOSED 1' CONTOUR

---- EXISTING 5' CONTOUR

---- PROPOSED 5' CONTOUR





PROPOSED EXEMPT PERVIOUS DRIVEWAY ELEMENTS PER 17.03.8.5.F

ACCESS ROAD PER 17.05.5.5.2.C.2(a)

3,752.50 SF 2,244.25 SF 943.25 SF 6,944.50 SF

> 0 SF 735.00 SF

1,555.50 SF

4,664.75 SF 3,089.255 SF 7,354.75 SF

42.00%

446.50 SF 1,203.50 SF 1,280.50 SF 427.50 SF

2,930.50 SF

4.50 SF 0 SF

EXISTING LOT

EXISTING
HARDSCAPE
RESIDENCE
PERVIOUS ELEMENTS
TOTAL EXISTING

PROPOSED LOT 10A

EXISTING TO REMAIN
HARDSCAPE
RESIDENCE'
PERVIOUS ELEMENTS
TOTAL EXISTING TO REMAIN

TOTAL AREA TOTAL IMPERVIOUS AREA LOT AREA

TOTAL LOT COVERAGE

PROPOSED LOT 10B

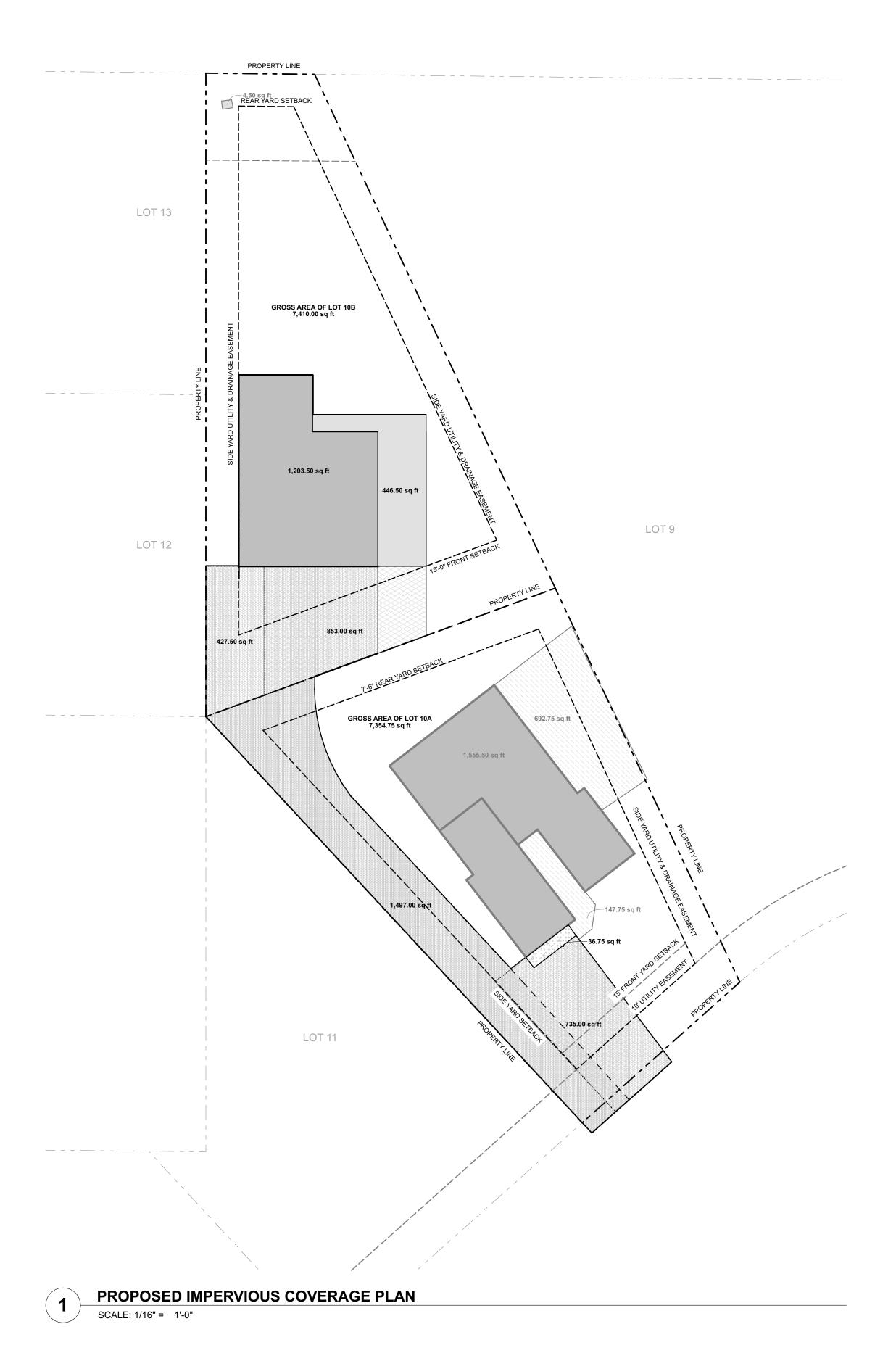
EXISTING TO REMAIN
HARDSCAPE'
RESIDENCE
PERVIOUS ELEMENTS
TOTAL EXISTING TO REMAIN

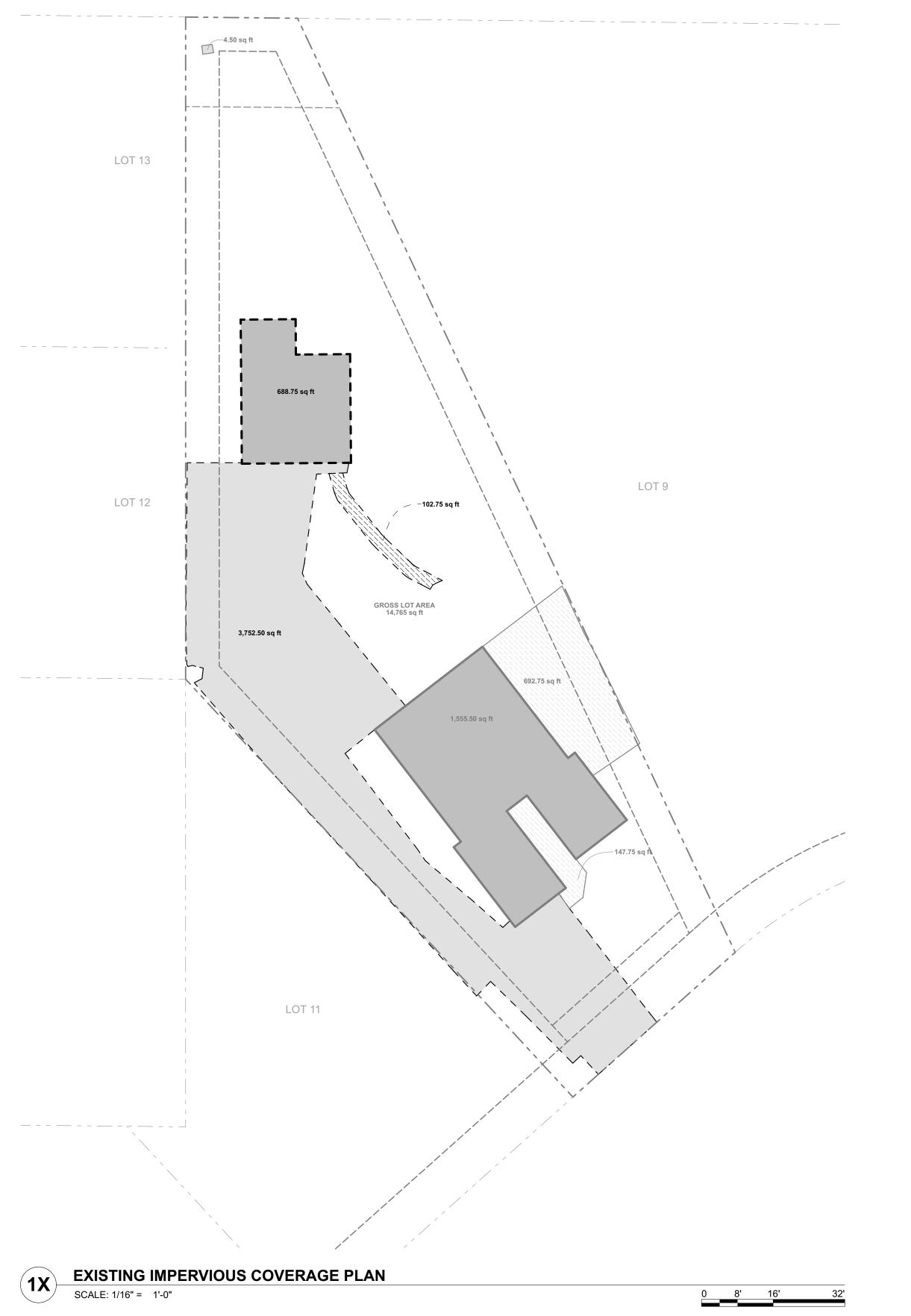
TOTAL AREA

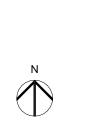
PROPOSED
HARDSCAPE'
RESIDENCE'
PERVIOUS ELEMENTS
AFTER 10% EXEMPT'

PROPOSED
HARDSCAPE'
RESIDENCE
PERVIOUS ELEMENTS
AFTER 10% EXEMPT'

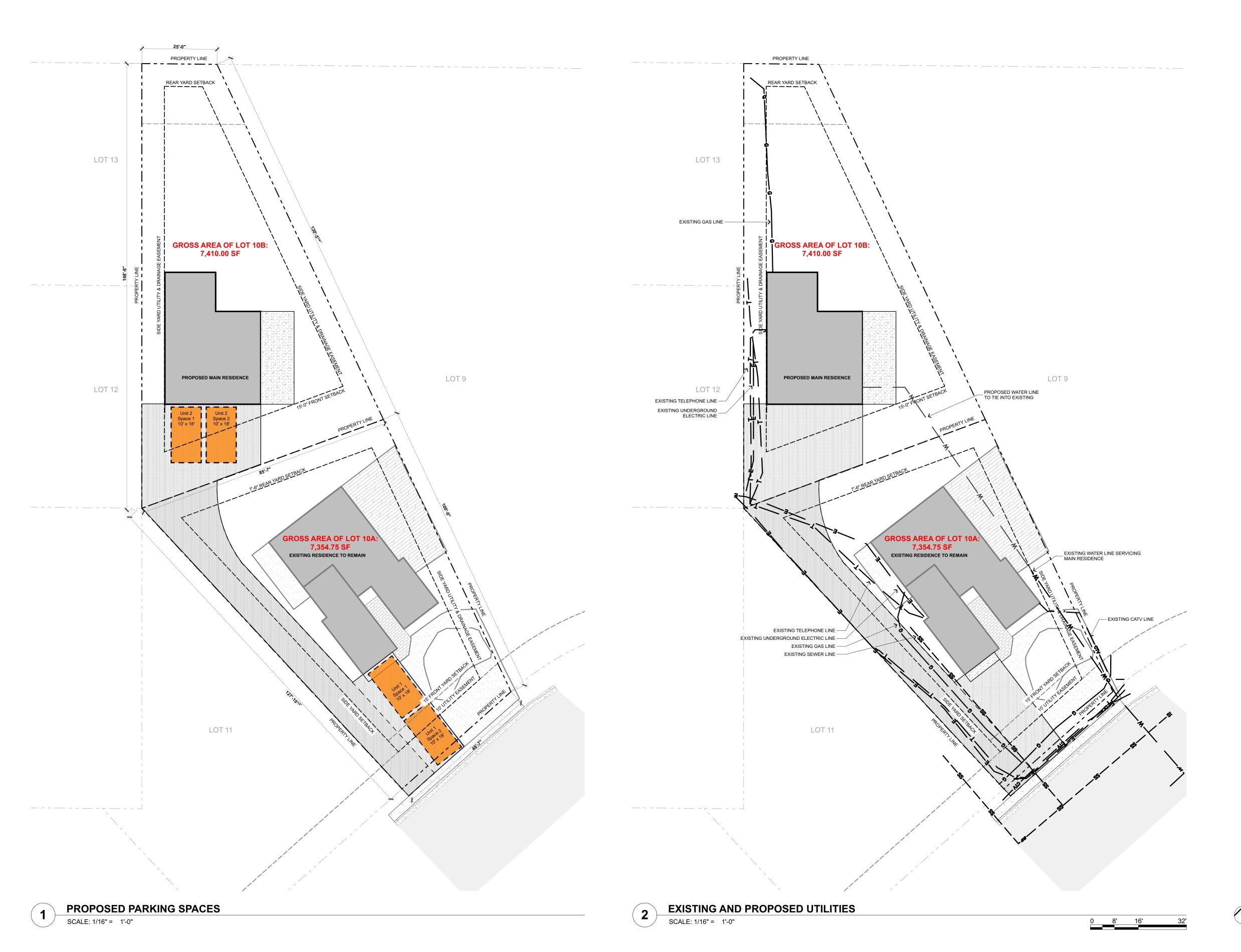
ACCESS ROAD* TOTAL PROPOSED

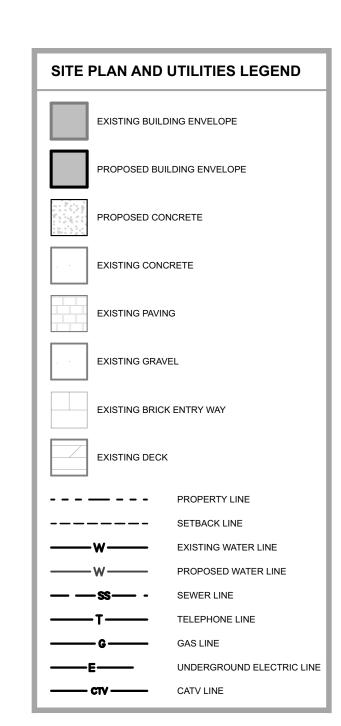


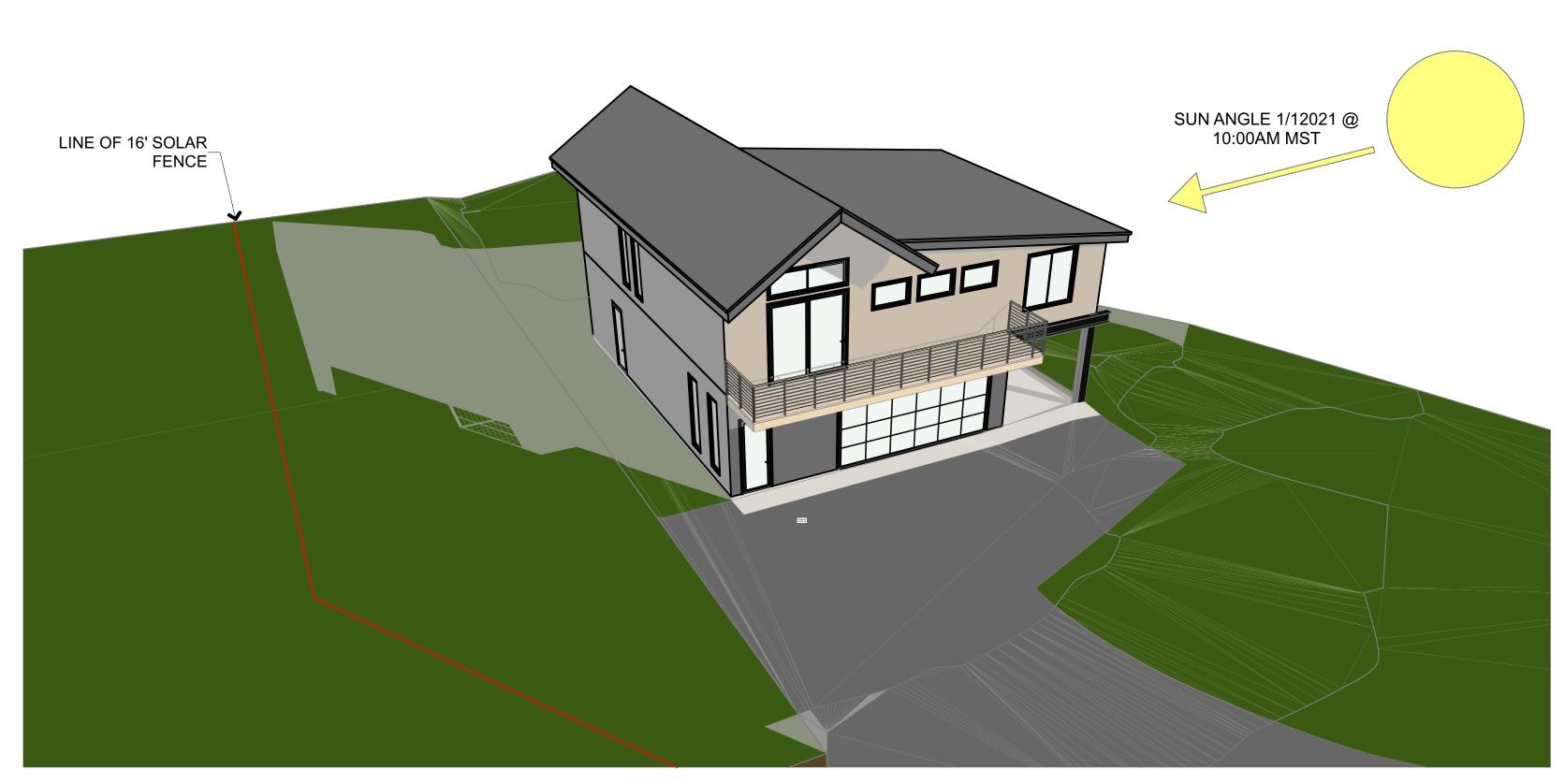








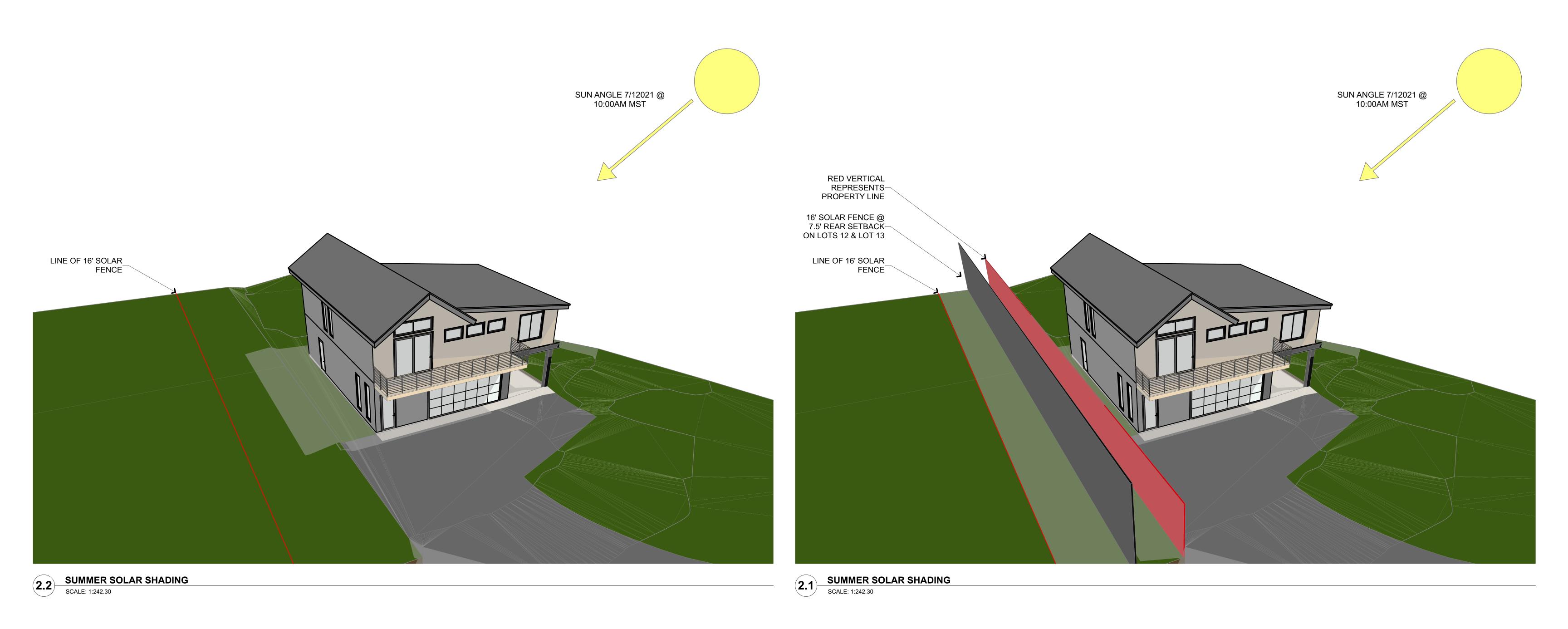


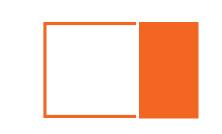


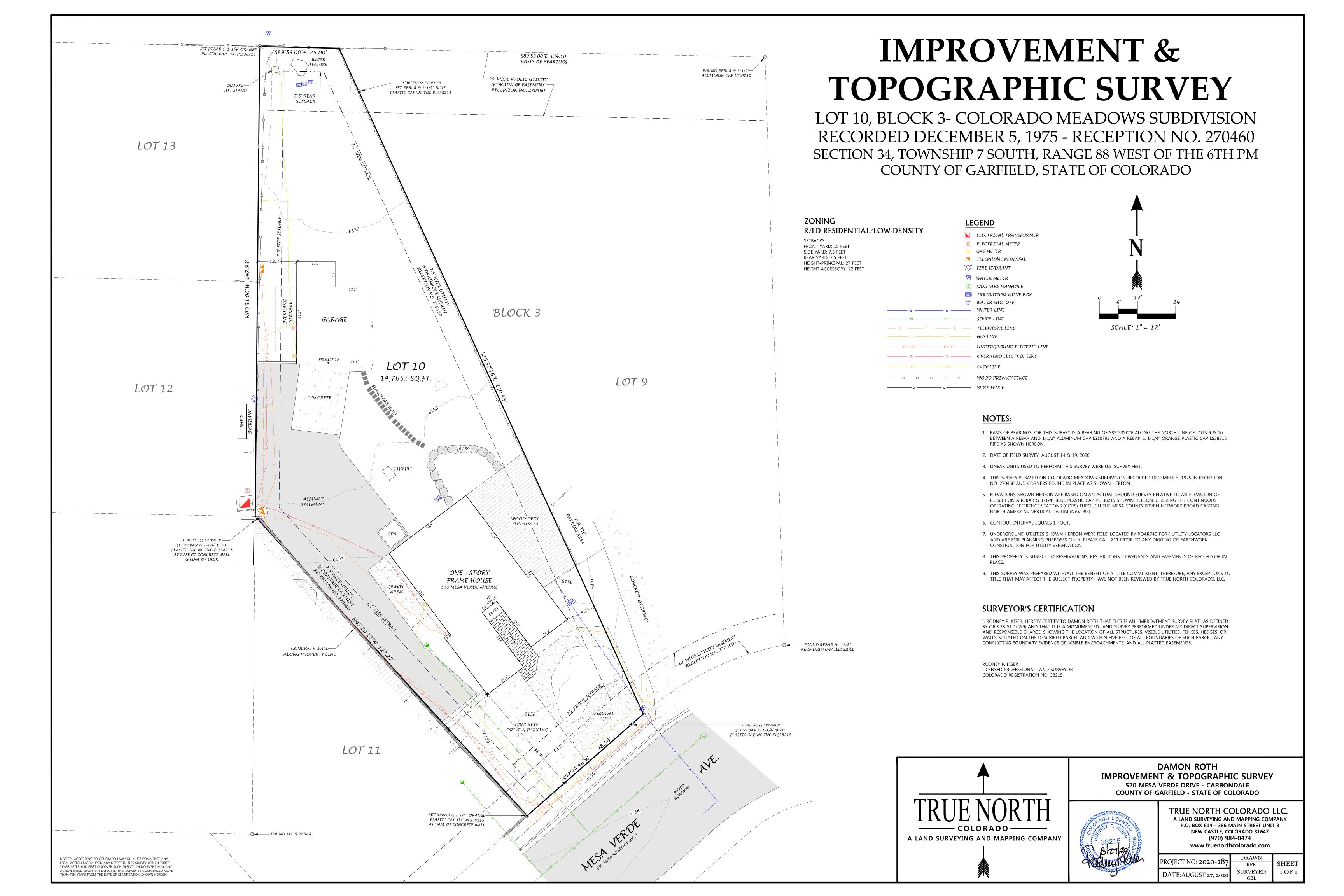


WINTER SOLAR SHADING
SCALE: 1:242 30









The other planet says, oh my god I can't believe it, he says what? He says I've got people, and the other planet says, listen I had people awhile back, don't worry they don't last very long.

Nicholas said motion to approve that joke.

Patrick said trying to put things in perspective right, the human race has been around a couple of hundred thousand years, the planet is four and half billion years old and we've done most of the damage in the last hundred years and we are accelerating that damage right now. By the way, on hybrid meetings if you could keep the Zoom meeting available for people like me, outliers like myself who can drop into a meeting and not have to get dressed up and drive to the meeting, it is a huge advantage, you'll get more participation in the long run and Zoom is here, I think. He said those are my comments and have a good evening and catch ya later.

VIRTUAL HEARING – Major Plat Amendment

Location: 520 Mesa Verde

Applicant: Ryan Lee, Forum Phi

There were eleven letters entered into the record that were sent to the Commission.

John stated that the proposal is to subdivide Lot 10 of the Colorado Meadows Subdivision into two lots, Lot 10A and Lot 10B. John said that Lot 10A would remain as it is currently developed with a single-family residence and is not proposed to have any changes. He said that a single-family residence is proposed for Lot 10B that will utilize the existing garage on the proposed lot.

John continued by saying that this application requires approval of a Preliminary and Final Subdivision Plat to divide Lot 10 into two lots because this is in an existing, established subdivision. He explained that in the Unified Development Code (UDC) Section 2.6.7 Plat Amendments, it states that any modification of an approved final plat shall require a new application that is submitted and reviewed in accordance with the full procedure applicable to final plats.

John said that the Planning Commission is the approving authority for a Preliminary Plat and the Board of Trustees is the approving authority for a Final Plat.

John stated that the property is designated as Developed Neighborhoods in the Future Land Use Map in the 2013 Comprehensive Plan and Developed Neighborhoods consist of residential subdivisions. He said that they are unlikely to change significantly and are almost entirely built out with few vacant lots. He stated that the designation calls for a continuation of the uses allowed under the zoning and subdivision approvals and that the intent of this designation is to protect existing zoning approvals and the quality of life.

John stated that the lots meet the minimum lot size and that setbacks have also been met.

John said that access appears to be via an access road over Lot 10A to Lot 10B. He said that this access road is not indicated on the site plan as being an easement or other type of agreement between the property owners, if one were to be conveyed. John stated that

an easement is not requested in the application and the lot does not have direct access to the right of way.

John explained that Section 6.2.4.C of the UDC, Lot and Block Design, states that the use of an easement for the principal access to a lot shall not be allowed unless the approving authority allows the use of an easement for access. He stated that in this case the approving authority would be the Board of Trustees at Final Plat, if the preliminary plat were approved with the Planning Commission.

John said that Colorado Meadows was approved by the Town and platted in 1975 with sixty single family lots. He stated of those sixty lots, fourteen could potentially be platted into two separate lots with a development potential of twenty-eight units not including an ADU. He stated that this could potentially increase the density of the subdivision to be much greater than what the original subdivision was approved for.

John stated that when larger subdivisions are approved items such as water rights, public park dedication, road systems, adequacy of utilities are analyzed. John said that if lots in Colorado Meadows begin to be subdivided in a piecemeal fashion it would result in a cumulative impact on the neighborhood.

Commission Questions and Discussion

- There are letters to the Commission referencing the existing covenants, which governs the covenants or the code.
- The covenants are an agreement between the property owners within the subdivision and the Town does not enforce covenants.
- The access is an issue and there is no easement currently and the access goes across both lots.
- The final approving authority is the Board of Trustees for an easement.
- Easements across lots are discouraged for planning applications.
- Is the lot already non-conforming or does it need to be sixty feet wide at one point?
- Approval of this application would not increase the non-conformity.
- By creating a new lot, it would also be non-conforming.

Jay disclosed that Ryan Lee is a friend and that it wouldn't affect his judgement on this decision.

Ryan Lee, the architect from Forum Phi, introduced himself. He gave a slide presentation outlining the following for 520 Mesa Verde Avenue;

- He explained the proposed lot split and the surrounding area.
- The current zoning of Residential/Low Density (R/LD).
- The 2013 Comprehensive Plan key notes;
 - Infill was advised.
 - Accessory Dwelling Units (ADU's) were considered infill.
 - Diversity in housing types, encouraging multi-family housing and higher density housing.
 - Developed neighborhoods that encourage ADU's.

- > Use intensity that encourages ADU's within established neighborhoods.
- Our application for a Minor Site Plan Review pre-application took place on September 8, 2020.
- We submitted an application for a Minor Site Plan Review in early November, for an ADU.
- The ADU that we were proposing was approximately 1200 square feet, which would require variances.
- The current residence is 1200 square feet, which would cap the ADU at 500 square feet.
- We would need three variances and the following were our options;
 - Convert the current residence in the front to an ADU, partially demolishing the existing structure to meet the minimum square footage requirements.
 - Construct a new single-family home in the rear of the existing property.
 - ➤ Increase the square footage of the current home to increase the allowable floor area of the ADU, with the maximum of 800 square feet as per the UDC.
 - Demolish the single-family residence and construct a new single-family home with an ADU that meets all of the requirements.
- After meeting with the Town of Carbondale in December the development team decided a lot-split would be more appropriate.
- Lot split on 26 Maroon Drive, which required variances, which is the same zone district as our proposal.
- R/LD minimum lot area is 6000 square feet, depth of 100 feet, width of 60 feet.
- After the lot split, Lot 10A, the front lot, would be 7300 square feet and Lot 10B, in the rear, would be 7400 square feet.
- Maximum impervious area for lots less than 7500 square feet is fifty two percent, which we have met.
- Parking for Lot 10A would remain the same and the proposed structure in back will have a two-car garage with two parking spots outside.
- He gave a few examples of neighboring parcels with ADU's, that are acting as high density.
- Comparisons of their application and impact were shown, with the proposed design.
- The goal is for the owner, Damon Roth, to live in the back structure.

Commission Discussion

- The location of the access for the back lot.
- Proposed easement for the access to the back lot, for utilities and any existing utilities, for permanent access.
- Next steps would be to figure out the easement.
- The new unit would need its own taps for both water and sewer, separate from the existing home.
- Variances needed to build this new home as an ADU and not subdivide.
- The patio would be concrete.

The design was thought out to protect privacy.

Damon said that his wife and him have been here fourteen years and that he has a small business here. He said that if we sold either of these properties where are we going to go. He said that we love Carbondale, and we aren't planning on going anywhere. He said that we believe people living and participating in our community should have a good place to live. He said that we are trying to provide a second home on a large lot that we do not use, which is our intent.

Damon said that we did discuss this concept with our direct neighbors, and they seemed to support it. He said we had an objection from one person. He said that we encourage the P&Z to be agile and creative in ways to continue to add adequate housing for our town and our friends.

Anne Krimmer, 501 Mesa Verde Avenue said that we didn't know about this until we got into town on Monday night and saw the public notice sign in the front yard. She said that no one has talked to us about it. She said that of the four homes that they used as examples of homes with ADU's, only two are legal ADU's. She said one is so old it might as well be grandfathered and that she moved to the valley in 1996 and that she had dropped someone off there. She said that 516 Mesa Verde has always had people living in her house, in the nineteen and half years that I have lived in my home. She said that it is a fallacy to say that it is surrounded by higher density. She said that two people live in her house, and we do not Airbnb it and we do not have roommates. She said that it is two with illegal ADU's that they are referring to as precedent. She said that she has multiple issues with this being a lot split. She said that if you truly want an ADU, build an ADU. She said that if you truly want an ADU, make your bedroom that you are renting a conforming ADU. She said that just because it doesn't have a kitchen doesn't mean it doesn't affect everyone else. She said that we have a house that already has a shortterm rental in it and now they want to do a lot split to add another home, which means that home could have an ADU, and the original home can have an ADU. She said that she will have two duplexes across the street from her. She said that she doesn't think that is fitting with an established neighborhood or quality of life. She said that this was platted as a single-family home and bought it as a single-family home lot. She said that you have run a commercial business out of it for Airstream trailer rentals for years. She said that no one has said boo and that you can go live in one of those if you can't afford to stay in the neighborhood. She said that she is tired of a single-family neighborhood getting destroyed with people and their sob stories. She said that we all have sob stories, and everyone works really hard to stay here. She said that doesn't give you entitlement to a lot split. She said that the lot that they want to create has no street footage and no off-street parking. She said that the existing home only has one spot on the street that someone can park in. She said that without a survey she doesn't know how they can fit two cars stacked in front of the home right now. She said that compiled with the fact that there is already a parking issue in our neighborhood, Eighth Street is going to change in terms of parking availability. She said that she is going to have everyone in her front yard because she parks in her driveway. She said the impact of more ADU's being potential and if this one goes through that every single neighborhood is at risk for a non-conforming land-locked lot if it's big enough. She said we have

thirteen other lots that can be affected in our little neighborhood. She said that Staff recommends to deny and that she agrees.

Ron Baar, 508 Mesa Verde Avenue said that Ryan from Forum Phi had a very nice presentation and that he understands all that you are trying to do. He said that Damon is a very good neighbor when we've talked a little bit. He said that he is opposed to lot splits as per say and spot zoning. He said as we have a Comprehensive Plan about to be revisited in the Town of Carbondale, this may not be the right time to be looking at this. He said that they are talking about offering higher density in lower density areas, he hopes but that is not the case here. He said that you can only fit so many sardines in a can. He said that Anne touched on this parking issue, and it is true that there are a lot of Airbnb's around here that he has come to recognize. He said that the Commission is sure to have driven around here and if you haven't you should. He said that two wrongs do not make a right. He said that there is precedent that is set, even though he understands that on the south end of town there was a lot split. He said that he sees other things going on, on Eighth Avenue around Colorado and Eighth and that he's not sure went on there. He said that as the valley increases in people, they are going to have to figure what direction you do want to go, if you do want these subdivisions within subdivisions. He said that he would prefer not to as he resides alone and that he has neighbors that have a number of people and on the other side just two people. He said that the Planning Commission are being asked to decide the direction, as he has stated and that you could be opening up a whole can of worms every time you approve a lot split. He said that another issue is if there isn't an easement back there and the back lot is sold, what if the front lot doesn't want the person to come through there anymore. He said that he is going to rely on everyone to look into this and that you are going to pass it on to the Board of Trustees. He said with all the change going on that in Aspen he remembers when they left the fireplaces intact on the lots and there's many ways to get around. He said leave the fireplace and build a big structure. He said that there's a lot going on and that your planning goes deep, and he hopes the rational if you would go with a lot split is understandable but he has a hard time understanding why we would ever start splitting lots. He said that this will go on throughout the whole town, with the exception of Old Town Carbondale.

Motion to close the comment portion of the public hearing

Nicholas made the motion to close the comment portion of the public hearing. Jeff seconded the motion, and it was approved unanimously.

Commissioner Comments

Jeff said that he wishes we were looking at an ADU application with variances, it is a large lot with infill potential. He said that he understands where the applicant is coming from and if presented with a different application that he could be convinced to help them get where they want to get, despite what some of the neighborhood might think. He said that the density would be the result of an ADU. He said that it would give the opportunity to update the existing home and reside there and be part of the fabric of the town, which are all good ideals for this property. He said that a lot split doesn't seem like the right way to do it for a number of reasons and that he agrees with Staff on their analysis. He said that he thinks there are some creative solutions with regards to an ADU.

Nicholas said that he appreciates a lot of what Jeff said. He said that when he looks at this lot it is definitely funky, like our little town. He said that the numbers work, and that Ryan gave a very clean presentation, which he appreciated. He said that how taps (utilities) are coming in wouldn't be a real brain bust and it would be one hurdle that we do every day. He said that his questions lie with the easement and the access. He said that not knowing how that would shake out is where he gets stuck. He thanked Damon for speaking and that he appreciates where him and his wife are at and your appreciation for our town. He said looking at the future of your property and how access is maintained through an easement that is out of our hands, which will function with Town Staff and the Board. He thanked Anne and Ron for their honest shares tonight. He said that parking continues to be a question for all of us in our town as does density. He said that we are growing and that is not going to change anytime soon. He said that he is compassionate to the idea of how change is coming. He said that the idea of us being creative to allow for more folks to be here in a reasonable manner needs to be discussed. He said that we are about to have a new Comp Plan and he's eager to see how parking and density will shake out, in the next six months. He said he's wavering on the fence currently.

Kim said that she agrees with a lot of what Nicholas and Jeff said. She said that there is a compelling argument and that the design is great looking. She said that she could see why living on that funky enormous lot would make you want to build the other structure. She said that she has had so much experience in the past with problems with easements. She said her number one issue is the easement and the access issue. She said that someone else will be living there eventually and so that is really important. She said that it is so great to have people from the neighborhood weigh in and help us see their perspective. She said that parking is a huge issue. She said that she doesn't have anything fresh to say and that her issue is with the access. She said that she feels very sensitive to the fact that we need to be careful what precedence we are setting right now for this new Comp Plan. She said that a lot split is kind of a scary thought in an existing subdivision. She said that she feels torn and that she feels really strong that the access issue is high on her list. She thanked the applicant for his great presentation.

Jay said told Damon and Ryan that they have been creative in trying to figure out the best solution. He said that he understands that with this idea that you are avoiding having to ask for a bunch of variances. He said that he is in agreement with the access/easement and in the UDC 6.2.4 it says that the use of an easement for principal access to a lot shall not be allowed, unless allowed by the approving authority during the subdivision process. He said that means that the Board of Trustees would look at this and that he thinks that they would also deny this. He said that it is not a situation where it is a hardship of trying to get access to an already existing lot. He said that he is struggling with this and that he agrees with Staff on this one. He said that he would like the applicant to come back with a proposal for an ADU. He said that he knows it is a hot topic in this subdivision but that it is a good alternative to this situation.

Further discussion ensued regarding an easement.

Janet explained that if the subdivision plat is approved, with an easement shown on the plat, it can be an easement for access and utilities. She said that the Commission can recommend to the Board that the plat that is recorded show an easement. She said that when a lot is burdened with an easement, with two different owners, it can lead to

arguments down the road. She said that it needs to be carefully done and that the Commission can make a recommendation regarding the plat.

Ryan stated that regarding precedents fourteen lots meet the minimum area to do a lot split and twelve have steep slopes that face the dog park, which won't be doing a lot split. He said that the other forty-six lots in the neighborhood do not have the area to do the lot split. He said that the precedent isn't really a precedent, maybe it's precedent for the Town but not for the neighborhood. He said that we tried to do an ADU and that we couldn't do a detached ADU so now we are here doing a lot split. He said that if the direction is an ADU above a garage and we can get more square footage, we would be happy to peruse that. He said that we have been directed that we can't do an ADU, that is detached that is over the square footage. He said that we are in a tough spot because we have spent eleven months at this point, coming up with multiple iterations and going back and forth with the Town. He said that we've been pushed into a lot split because it meets all of the code requirements.

Janet said that she wanted to clarify because you are talking about precedent, the property at 26 Maroon Drive was not one lot that was divided into two lots. She said that it was already two lots, Lot 6 and Lot 7. She said that one lot was sub-standard because a property owner in the 1980's had quit-claimed part of the lot to the property owner to the west. She said that there was one lot that met the code and one lot that was deficient in the square footage. She said that it was a lot line adjustment, where they shifted a lot line between two lots.

Jeff said that he understands what the applicant wants to do and that he is in support of their vision for the property. He said that if you met all of the code requirements that Staff would be recommending approval. He said that there are issues with the street frontage and easement with the lot split. He said that he has not been convinced that this is the best strategy to get where you are going. He said that an ADU is a challenge and variances are never easy but that he's not sure a lot split is something he can get behind at this stage.

Jay stated that this was not the intent of this lot, when they were initially subdividing. He said that it was an awkward space within their subdivision that they didn't know what do with, so they ended up with one large lot. He said that we have been dealing with ADU's in this neighborhood recently and that they are already pushing the limits. He said that this is taking it one step further that is one step a little too far. He said that he hopes that something can be figured out works really well with an ADU, with some variances. He said that is the direction he thinks we should go with this.

Further discussion ensued regarding an ADU.

Janet said that she wanted to clarify that we never received a land use application for an ADU. She said that it never went through any type of planning process. She said that it would be the first application for an ADU. She explained that even if there were a continuance and they came back with a proposal for an ADU that the Commission could not take any action on that because the public notice is for a subdivision. She said that it would have to be noticed as a Minor Site Plan Review and a Conditional Use Permit. She said that a continuance doesn't buy anything.

Further discussion ensued about the process for ADU's.

Janet explained that we discourage variances because in order to approve a variance you have to prove you have a hardship and that you didn't create the hardship.

Further discussion ensued regarding a motion.

Motion For Continuance to July 15, 2021

Nicholas made a motion to continue this application to July 15, 2021, to allow Staff to draft conditions for a preliminary plat approval. Kim seconded the motion.

Yes: Jay, Kim, Nicholas

No: Jeff

Update from Meeting #1 From June 10, 2021 - Comp Plan Update 2021

Janet apologized for the wording on the agenda, Cushing Terrell is not attending this meeting. She said that she wanted to update the Commission on what happened at the last meeting with CT on June 10, 2021.

She outlined the following;

- 1) CT did introductions.
- 2) P&Z and CT went through the Community Engagement Plan. P&Z wanted them to focus one of the outreach efforts with the Latino community.
- 3) They talked about the existing goals in the Comp Plan and the need to update them. CT was asked to provide recommendations on the goals, which Janet included in the packet for a future discussion with CT. P&Z noted there needs to be input from the public over the next months ahead.

Janet said that since that meeting that the Bang the Table process has been getting set up and that survey questions are being drafted with preparations made for the kick-off at the July 2nd First Friday event. She said that she will get the list of questions drafted and sent out to the Commission, which she will email tomorrow. She said that she'll give the Commission a deadline of next Tuesday to look over them and provide any input. She said to contact her independently to let her know if you have thoughts to be incorporated.

Janet said that CT will be participating at the Environmental Board meeting on 6-28-21. She said that even though it's a little early in the process we wanted to accommodate them.

Janet said that Kenya Pinela that works with Valley Settlement will help us supplement the Latino outreach for the Latino community event in August. She'll help us translate items into Spanish and written appropriately.

Kim asked about CT meeting with the Historic Preservation Commission.

MINUTES

CARBONDALE PLANNING AND ZONING COMMISSION Thursday July 15, 2021

Commissioners Present:

Michael Durant, Chair Nick Miscione Jay Engstrom, Vice-Chair Kim Magee (1st Alternate) Jeff Davlyn Jarrett Mork (2nd Alternate) Nicholas DiFrank

Staff Present:

Janet Buck, Planning Director John Leybourne, Planner Mary Sikes, Planning Assistant

Commissioners Absent:

Marina Skiles Erica Stahl Golden

Other Persons Present Virtually

Ryan Lee, architect/Forum Phi Damon Roth, 520 Mesa Verde Avenue Keith Walzak/Cushing Terrell Ted Kamp/Leland Consulting Group Nora Bland/Cushing Terrell Dave Dixon/Cushing Terrell

The meeting was called to order at 7:01 p.m. by Michael Durant

June 24, 2021 Minutes:

Jeff made a motion to approve the June 24, 2021 minutes. Jay seconded the motion, and they were approved unanimously, with Michael and Nick abstaining.

Public Comment - Persons Present Not on the Agenda

There were no persons present to speak on a non-agenda item.

CONTINUED VIRTUAL HEARING – Major Plat Amendment

Location: 520 Mesa Verde

Applicant: Ryan Lee, Forum Phi

There were six letters entered into the record that were sent to the Commission.

John stated that at the June 24th Planning and Zoning Commission Hearing, the Commission reviewed the application for a preliminary plat to subdivide an existing platted lot in Colorado Meadows Subdivision. He said that the Commission heard from Staff, the applicant and opened the public comments portion of the hearing, receiving public

comments, then closed the public comments portion of the meeting. He said that the Commission may, if they so wish, reopen the public comment portion of the meeting.

John stated that after lengthy discussion, the Commission made a motion to direct Staff to draft conditions of approval and to continue the hearing to the July 15th meeting. John said that the motion passed with three yes votes and one no vote.

John said below you will find the Preliminary Plat approval criteria, findings for approval and conditions of approval as requested.

John stated that you will find the Staff Recommendation for denial submitted for the June 24th meeting staff report below.

Commission Questions and Discussion

Michael asked for clarification of the conditions.

Ryan stated that they did not have issues with the conditions of approval that have been proposed. He said that they want to be sensitive of the neighbors, based on comments from the last meeting. He said that their lot split is not a precedent of this neighborhood. He showed a diagram of the fifty-four lots, in red, which none of them can be split because they do not meet the minimum lot area of 6000 square feet per lot. He said additionally the purple lots all have steep slopes that are on the dog park side, with development on the backside being near impossible. He said that the three green lots on his diagram meet the criteria for a lot split and the one at 520 Mesa Verde has existing access to the rear garage. He said that he would like to make a point that was discussed at the last meeting, which was an access easement, as outlined in the conditions of approval. He said that the access that currently serves the existing garage structure that we are proposing to replace is going to remain intact and that the utilities that are going to the garage structure will be re-utilized for the new structure in the rear.

Commission Discussion

Further discussion ensued regarding the access and utility easement.

Jeff asked the applicant to respond to Staff's three findings of denial.

Ryan said that the consistency of the lots in the current subdivision average 6000 - 9000 square feet. He said that making two separate lots in residential low density would make perfect sense to him. He said that it is not out of context for the neighborhood itself, looking at the map and the diagrams that they put together.

Ryan said that as far as the Comprehensive Plan it is something that is up for debate and that it is going to be continuing to change. He said that in their previous presentation that we tried to address the need for additional housing/infill housing, which is something that the Comprehensive Plan is very adamant about and that ADU's were supported. He said

that their opinion of the Comprehensive Plan and how we have met it has met the goals of that design intent document.

Damon said that their intent with the new property in back is to provide a home for a family. He said that if we were to do a detached ADU we would be limited to five hundred square feet. He said that it is a creative way that the P&Z and BOT's can provide more housing, within our community for people that live here and our friends. He said that it might not be all conforming to all person's mindsets, but we have an opportunity with a very large lot that we just don't use. He said that Ryan and he went through a lot of the objections from neighbors and that it seems that the biggest issue is parking. He said that we are going to have four spots in the back and that we could add a few more spots for the front house but we would lose some nice trees. He said that we are not adding an additional curb cut and we are providing housing without doing that. He said that he has one direct neighbor that is objecting, and all the others are supporting it.

Damon said that there had been concerns that if they do the lot split that we are going to do ADU's in each lot split, that will turn two structures into four. He said that one condition could be that there is no ADU on either lot and that we are willing to support.

Jay said that a point that he thinks is important is that the proposed house would use the same water and curb stop with the same sewer connection. He said that they are running through the middle of the front property and would be in the easement. He said that the Public Works Department for the Town of Carbondale would need to review. He said that if there was a leak or a break who would be responsible. He said that this would need to be addressed if this plan was to move forward.

John said that the applicant would have to do a new tap for both the sewer and water in the easement and it can not run off the existing structure.

Ryan said that if the easement is supported that we can then proceed with contacting departments and consults to get everything coordinated.

The Commission did not re-open the comment portion of the public hearing.

Commissioner Comments

- Access issue is a big concern with the lot split.
- Flag lot or back lots are common and as long as plats and agreements are in place in the deeds it would be doable.
- The Comp Plan encourages infill and density.

Further discussion ensued regarding continuing the public hearing to let the applicant prepare the easement agreements and plat.

Ryan stated that it is understood that they are moving forward at risk with an easement that is going to be recorded on a lot that hasn't been split yet.

John said that the easement is not recorded yet and that you would be bringing forward a plat showing what you want to do with the lot and showing access to it. He said that there is no approval on the easement until the Board of Trustees approve the final plat.

Ryan said that it is understood that we are putting together a plat that needs to be ready for an approval and ready for a stamp.

Further discussion ensued regarding the path forward and that an easement does not guarantee approval.

Further discussion ensued regarding Staff's three findings for denial.

Further discussion ensued regarding the applicant's willingness to disallow ADU's on either lot if their lot was split, which would need to be a plat note.

Motion

Jeff made a motion to deny the preliminary plat. Nick seconded the motion, and it was a tie, the motion failed.

Yes: Jay, Jeff, Nick

No: Michael, Nicholas, Kim

Motion For Continuance to September 30, 2021

Jeff made a motion to continue this application to September 30, 2021 to give the applicant a chance to respond to the conditions for approval. Nick seconded the motion and it was approved unanimously.

Yes: Jay, Kim, Nicholas, Nick, Jeff, Michael

No: None

Jarrett Mork logged in for the Cushing Terrell portion of the meeting.

Comprehensive Plan Update - Consultant Team Cushing Terrell (CT) Meeting #2

The consultant team discussed Market Economics, Housing, Downtown, Downtown North:

Community Engagement Update

- Focus Group Sessions Keith
 - ➤ Met with E-Board, June 28
 - Met with Cleer (Clean Energy Economy for the Region), July 14
 - Made Affordable Housing its own focus group
- Engagement Events Nora
 - First Fridays, July 2
 - Third Street Center, Latinx Community/Outreach by Community Leaders, August 16
 - Potential Open House, not currently in the budget or scope, August 17

Dear P&Z Commission:

As a resident of Colorado Meadows, I am strongly against the lot split application. I believe it is imperative that you as planners must consider the long-term ramifications of adding more lots to our already dense and crowded neighborhood. The precedent is that many more lots could be split, and adding their own ADUs to those new homes, we are looking at a disaster of a neighborhood. We are a single-family home neighborhood. Let us keep it that way. Please consider the long term impacts of our small town character!

Staff recommended denial; please deny this application.

Thank you, Cari Kaplan 488 Morrison Street

Dear P&Z Commission:

I agree with the staff recommendation to deny the application to subdivide the lot at 520 Mesa Verde.

Colorado Meadows does not need more density. I understand the Town wishes to create more infill, and to potentially alter our existing R/LD neighborhoods to become higher density, but there just is not enough room to add more houses to our already compact, cluttered streets. With the approval of the ADU at 485 Mancos, a new precedent has been set for each of the 60 homes in our neighborhood to build an ADU addition: potentially doubling the population on our 3.5 streets. Add more houses on 14 lots, plus their ADUs, and we have a severe problem with just too much density.

Please deny the subdivision of 520 Mesa Verde, simply based on the dangerous precedent it will set to forever change the look and feel of Carbondale's existing single-family home neighborhoods.

Thank you, Cari Kaplan 488 Morrison Street

Please add my comment to the record for 520 Mesa Verde Ave

P&Z Board members -

I am opposed to the proposed lot split at 520 Mesa Verde Ave. Colorado Meadows PUD was designed for single-family homes on the lots as platted. Lot 10B has no street frontage and no street parking for additional vehicles. The existing home will lose off-street parking spaces. This side of the Mesa Verde Ave curve has a maximum of one street space for every home as it is now.

Approval could increase the density further if ADUs are added to both properties. Two to four residences on an original single-family home lot is not in line with residential low density zoning.

Please deny the lot split application at 520 Mesa Verde Ave.

Thank you,

Carolyn Williams 494 Mesa Verde avenue Carbondale, Colorado

CAROLYN WILLIAMS 970.274.6298 carolynwilliamscollegeconsulting.com CDL_P&Z_2106 6/24/21, 08:06

Janet Coursey 498 Morrison St. Carbondale, CO 81623

23 June 2021

Town of Carbondale Planning & Zoning Commission 511 Colorado Avenue Carbondale, CO 81623

via email: msikes@carbondaleco.net

Dear Madam or Sir:

Regarding a proposed lot subdivision for 520 Mesa Verde Avenue in Colorado Meadows neighborhood:

is it true that 14 of the Meadows lots would qualify based on square footage? That each new lot would then be able to construct an an ADU subject to architectural regulations? During or after your meeting, would you please provide the accurate numbers so we (current residents) can understand what the future may bring.

I oppose the lot split. Colorado Meadows was designed as single-family housing. The lack of off-street parking, crowding more cars onto the street, increased number of daily trips reduce the safety of walking and biking.

Truly yours,

Janet Coursey

Janet Coursey 498 Morrison St. Carbondale, CO 81623

15 July 2021

Town of Carbondale Planning & Zoning Commission 511 Colorado Avenue Carbondale, CO 81623

via email: msikes@carbondaleco.net, jleybourne@carbondaleco.net

Dear Commissioners:

Regarding a proposed lot subdivision for 520 Mesa Verde Avenue in Colorado Meadows neighborhood:

That lot probably sold and changed hands at a discount to nearby lots given the constraints of setbacks and limited frontage. Now the owner would like the government to negate those disadvantages to increase the cash flow or income potential. What was that about "everyone loves to use the government against their neighbors"?

The owner could tear down and build fresh with an ADU in mind. The owner could build an attached ADU. At some point that plan may make economic sense for these or future owners. It is not the role of the P&Z to facilitate private capital investment alternatives.

Truly yours,

Janet Coursey

From: Darryl Reeves <firstimpressionglasscleaners@gmail.com>

Sent: Thursday, July 15, 2021 9:38 AM

To: John Leybourne < jleybourne@carbondaleco.net>

Subject: 520 Mesa Verde

John,

Our house is on 8th street and the property that is in question of making changes affects us in a great way.

The privacy that we enjoy will be Greatly infringed upon if there is another house, adu or the such behind the fence that now gives us this privacy.

It will overshadow our home and back yard, which we purchased many years ago for the sake of privacy, safety and security for my children and family.

Through the years, this is the only neighbor that has given us the most trouble, determined to have things his own way and not being the friendly and kind person that you would want for a neighbor. We are opposed to allowing this happen to our quiet place of peace from the distractions that we face each and every day.

I would ask kindly but firmly that you uphold the rules that all of us chose to abide by when we purchased our properties and not allow these buildings to be put up.

Traffic, parking, noise, privacy, peace of home and mind are all something we ought to consider. Thanks for the consideration of this request.

Cheers
Darryl Reeves
532 North 8th Street

Sent from Mail for Windows 10

Hello,

I am writing this letter in objection to the permit that was submitted that is on Morrison Street, just behind my house.

It is the residence of Damon, wishing to build an apartment above the garage that is just over my fence line behind my house.

No only does this invade our privacy and home environment that we enjoy quite, peaceful and solemn residence.

Please consider this sincere plea to not approve this build.

Thanks so much
Darryl Reeves
532 North 8th street
Carbondale, CO

Hello again,

Please consider the real concerns of myself and neighbors that do not wish to have more people crammed into the quaint neighborhood that we call home full time here.

520 Mesa Verde Ave, is the address in question that was not included in the previous email.

More is not going to make this a better place to live and raise a family.

Thanks so much for this consideration, and the privacy and invasiveness that would follow.

Cheers

Darryl Reeves

532 North 8th street

P&Z Board members -

We are opposed to the proposed lot split at 520 Mesa Verde Ave. Colorado Meadows PUD was designed for single-family homes on the lots as platted. Lot 10B has no street frontage and no street parking for additional vehicles. The existing home will lose off-street parking spaces. This side of the Mesa Verde Ave curve has a maximum of one street space for every home as it is now.

Approval could increase the density further if ADUs are added to both properties. Two to four residences on an original single-family home lot is not in line with residential low density zoning.

Please deny the lot split application at 520 Mesa Verde Ave.

Thank you,
Dave & Melanie Cardiff
506 Mesa Verde Ave, Carbondale, CO 81623

Dear Mary,

As a neighbor at 483 Mesa Verde Ave., based on this quote from the from the Colorado Meadows Approved Density Document- If lots in Colorado Meadows begin to be subdivided in a piecemeal fashion it would result in a cumulative impact on the neighborhood- I am against the application to split the lot.

Furthermore, I am against the approval of ADU's in general in our neighborhood. We all bought our houses with the understanding that ADU's were not part of the covenants, and with no alleyways in the neighborhood to access the ADU's, congestion and privacy between neighbors becomes an issue and is antithetical to our understanding of the nature of the neighborhood when we bought in. As in the quote above, I believe ADU's in a piecemeal fashion will have the same effect on the neighborhood!

So for this reason I am against this lot division and ADU's in general in our neighborhood.

Thanks,

David Teitler 483 Mesa Verde Ave. I am writing to say I oppose the proposed lot split at 520 Mesa Verde Ave in Colorado Meadows. This neighborhood is zoned low density and allowing lots to be split so more houses can be built will change its low density character.

I recently read the town has decided to revisit the master plan. With the speed at which Carbondale is expanding, I think that is a good idea. The article listed five areas the town was going to asses. One area was to look at possibly changing some neighborhoods to high density. I'm not sure this would be a good solution to our growth issues. I will be an active participant in the Master Plan review process.

Thank you for considering my opinion.

Elizabeth Cammack 483 Mesa Verde Ave **From:** John Doe <johndoecarbondale@gmail.com>

Sent: Wednesday, July 14, 2021 8:21 PM

To: John Leybourne < jleybourne@carbondaleco.net>

Cc: Mary Sikes <msikes@carbondaleco.net>

Subject: Lot Split at 520 Mesa Verde

Hi John,

I would like to make an **anonymous** comment regarding the request for a lot split at 520 Mesa Verde Ave.

I attended the previous meeting and it sounds like IF this application is approved, the owners will need to meet certain requirements. I share the same concerns of many others - the easement, the possibility for each home to add an ADU in the future, and the lack of parking for the front house. If the lot is split, each home would potentially be able to add an additional ADU which would significantly increase the number of people and cars going to and from the property. The two back to back parking spots located in front are obviously not sufficient for the front house which is a 3 bedroom. Although the applicant has indicated that residents of the front house can park in the back, we know that won't happen, so naturally cars will spill out onto the already crowded street.

I wonder what conditions are being considered for this application? IF the lot is allowed to be split, I would argue for the following conditions: 1.) Each lot should never be authorized to add an ADU, 2.) The driveway in front should have to be expanded to accommodate 4 cars, and 3.) The 2 lots would be attached to each other in the case of a sale. In other words, the two lots (although split apart) could never be sold separate from each other. I realize #3 is a long shot, but I think it could eliminate many future problems.

I am sympathetic about the need for more *long term* housing options in Carbondale, and I support the idea of creative solutions to this problem. It's too bad their application for a variance which would allow for a larger ADU that is also detached from the main house was not approved. Truly, this solution would have probably been in the best interest of the neighborhood. I do not believe that a lot split is in the best interest of this neighborhood for the reasons above.

Thank you!

P&Z Commissioners,

I am opposed to the lot split at 520 Mesa Verde. I believe you should take the recommendation of the town planners to deny this proposal. I am wholeheartedly against increasing the density in Colorado Meadows.

It appears that this proposal also does not fit the code for access and street frontage. Please help us keep Colorado Meadows low density.

Thank you Laura Sugaski 487 Mancos St To: The Carbondale Planning Commission

msikes@carbondaleco.net

Re: Lot Splitting From: Ron Baar

I reside at 508 Mesa Verde Avenue in the Colorado Meadows Subdivision. This subdivision was created nearly 45 years ago.

This letter is written in opposition to the Major Plat Amendment request to subdivide an established lot into two separate lots within our subdivision by Forum Phi.

Where I live, my lot size is similar in size & shape to the applicants' lot on 520 Mesa Verde Avenue.

In theory, I could probably benefit from the precedent set if a lot split is approved by doing the same at a future date.

Still, I am opposed to this precedent setting proposal as it could have the potential to be the beginning of a radical transformation within our subdivision.

The subdivision developer, Robert Delaney in 1975, most certainly did not foresee that any property owner within the subdivision would want to split their lot. This was not a consideration of the times.

Carbondale was a very small community within a much less populated valley, as was Aspen, & Basalt at the time.

In more recent times, covenants are now written into newer subdivision rules to prohibit such actions.

But back than, who could foresee the shape of what Carbondale, or the Roaring Fork Valley for that matter, would be 45 years later.

You as a board are now being asked to determine the future direction you envision for certain areas of the community if not the entire town itself.

The town has established that it wants more infill for the purpose of creating more housing opportunities. This is ongoing. It is most evident along the highway 133 corridor.

If you approve this lot split proposal you will be setting a precedent that will give the potential to drastically change many of the older subdivisions as well as other older established residential neighborhoods within the Carbondale community.

So I beg the question; Is doubling the lot potential & therefore doubling the homes and ADU's within already established residential neighborhoods part of the plan?

Is creating subdivisions within subdivisions part of the plan?

I hope not.

In their application for the lot split request the property owners state that the purpose of the lot split is to create additional housing opportunities for local residents within the town of Carbondale.

Already this is allowable without a lot split. By code, they are allowed to build up to a 1000 square foot Accessory Dwelling Unit.(ADU)on their property.

A lot split simply creates the doubling of allowed structures & another sellable piece of property.

That certainly affects the integrity of the subdivisions' original intent as well as my neighborhood.

Please reject this proposal.

Thank You,

Ron Baar

October 6, 2021

To: Carbondale Planning Commission msikes@carbondaleco.net

Re: Lot split 520 Mesa Verde Avenue

To the Commission:

I continue to oppose the lot split proposal at 520 Mesa Verde Avenue as do many others in the neighborhood.

It sets a bad precedent.

ADU's are allowed in the neighborhood and I for the life of me cannot understand why the town Planning Board asked the towns Planning Staff to find a way to make the lot split work. The developer has said that his original plan, to build an ADU ran into various rules and regulations that did not allow his ADU intent. Why than would the commission tell Staff to make the lot split work instead? Why not fix the ADU issue? Something is wrong when the Planning Commission board asks its town Planing Staff to go hand in hand with the developers architect to find a way to establish a whole new criteria that had not been allowed; in this case, a lot split in the middle of a subdivision.

In conclusion, the developer has stated that other than parking issues, only one neighbor is opposed to this split.

That statement is totally false. It is a misrepresentation of the reality of how the neighborhood sees this proposal.

I thank you for your time & consideration.

Ron Baar 508 Mesa Verde Avenue Town of Carbondale P & Z Commission

Re: Sept. 30, 2021 Meeting re 520 Mesa Verde Ave Land Use Application for a Lot Split

To the Board Members:

At a previous meeting in mid July I had hoped to speak via zoom on this subject. For whatever reason, that opportunity never came up.

It did, however afford the property owner, and his architect, plenty of time to present their case. It most certainly was a one sided presentation, complete with all the right answers as necessary when needed to state their case.

This is what one would expect when going up against a developer. I doubt a few interested private citizens stand a chance going up against the "hired guns".

This is why we put all of our faith into the elected & appointed boards. They, working with the recommendations of the hired staff, are there to seemingly protect we, the public from an assault on the established rules, mores & values of the community. Unfortunately, sometimes, for whatever reason, this is not the case.

My opposition to this land use application has and still remains on the same path.

The rules are in place to allow for a 500 square foot ADU on the property.

This is what is allowable. This is what the homeowner should do.

The requested Spot Zoning/Lot Split sets a dangerous precedent. Spot zoning to provide for a lot split within an established subdivision sets an even worse precedent.

Recently we have all seen the means a developer will attempt to take to accomplish their end game; that being the recent RVR Driving range debacle.

A developer will go to any means to try to get their desired outcome. Do not expect them to be gone.

I implore this commission to stick to your established rules and regulations. Do not walk a developer through a fine line for them to accomplish their goal by bending, tweaking or literally changing the rules.

If you recommend approval of this lot split, you are establishing a very dangerous precedent that will make it allowable by all future developers to follow.

Please do not do this.

Thank You,

Ron Baar 508 Mesa Verde Avenue Carbondale July 12, 2021

To: The Carbondale Planning Commission msikes@carbonmdaleco.net

Re: Continuation of 520 Mesa Verde Av Lot Split Proposal

From: Ron Baar

As I wrote previously, I am opposed to the lot split proposal for 520 Mesa Verde Avenue. I am in agreement with Staffs initial recommendation that this application be denied. I do sympathize with the applicant in that he has been sent in circles trying to get his application approved. However, one must simply look at the main reason why he can't get that approval and that reason is that it is against the rules.

I also do not believe it is the role of the Planning Commission to find a way to skirt those rules. The precedent of splitting lots within an established subdivision, zoned Low Density Residential, would set a precedent that could set off a whole pyramid of building events. What it would establish could have some serious repercussions throughout the community. Presently, the applicant has every right to tear down his house and make a larger, more modern & up to date home upon his lot. In addition he can build an attached ADU. That is what he should do.

As noted, The Colorado Meadows Subdivision is zoned Residential Low Density Within the subdivision the rules are already being bent and as a result, parking is becoming a nightmare.

The towns Trustees have recently followed through with their January determination that it is time to revisit the Community Comprehensive Plan with the purpose of a possible update to the plan.

This update, involving community input, is being done by the firm of Cushing Terrell at a cost of \$75,000.00.

Concerning the proposed lot split proposal within the Colorado Meadows, it would seem most inappropriate for the towns planning commission to recommend approval of such a drastic change at this time.

Thank You for your time and consideration.

Ron Baar

Dear P&Z Commission:

I agree with the staff recommendation to deny the application to subdivide the lot at 520 Mesa Verde.

Colorado Meadows does not need more density. I understand the Town wishes to create more infill, and to potentially alter our existing R/LD neighborhoods to become higher density, but there just is not enough room to add more houses to our already compact, cluttered streets. With the approval of the ADU at 485 Mancos, a new precedent has been set for each of the 60 homes in our neighborhood to build an ADU addition: potentially doubling the population on our 3.5 streets. Add more houses on 14 lots, plus their ADUs, and we have a severe problem with just too much density.

Please deny the subdivision of 520 Mesa Verde, simply based on the dangerous precedent it will set to forever change the look and feel of Carbondale's existing single-family home neighborhoods.

Thank you, Cari Kaplan 488 Morrison Street

Please add my comment to the record for 520 Mesa Verde Ave

P&Z Board members -

I am opposed to the proposed lot split at 520 Mesa Verde Ave. Colorado Meadows PUD was designed for single-family homes on the lots as platted. Lot 10B has no street frontage and no street parking for additional vehicles. The existing home will lose off-street parking spaces. This side of the Mesa Verde Ave curve has a maximum of one street space for every home as it is now.

Approval could increase the density further if ADUs are added to both properties. Two to four residences on an original single-family home lot is not in line with residential low density zoning.

Please deny the lot split application at 520 Mesa Verde Ave.

Thank you,

Carolyn Williams 494 Mesa Verde avenue Carbondale, Colorado

CAROLYN WILLIAMS 970.274.6298 carolynwilliamscollegeconsulting.com CDL_P&Z_2106 6/24/21, 08:06

Janet Coursey 498 Morrison St. Carbondale, CO 81623

23 June 2021

Town of Carbondale Planning & Zoning Commission 511 Colorado Avenue Carbondale, CO 81623

via email: msikes@carbondaleco.net

Dear Madam or Sir:

Regarding a proposed lot subdivision for 520 Mesa Verde Avenue in Colorado Meadows neighborhood:

is it true that 14 of the Meadows lots would qualify based on square footage? That each new lot would then be able to construct an an ADU subject to architectural regulations? During or after your meeting, would you please provide the accurate numbers so we (current residents) can understand what the future may bring.

I oppose the lot split. Colorado Meadows was designed as single-family housing. The lack of off-street parking, crowding more cars onto the street, increased number of daily trips reduce the safety of walking and biking.

Truly yours,

Janet Coursey

Hello,

I am writing this letter in objection to the permit that was submitted that is on Morrison Street, just behind my house.

It is the residence of Damon, wishing to build an apartment above the garage that is just over my fence line behind my house.

No only does this invade our privacy and home environment that we enjoy quite, peaceful and solemn residence.

Please consider this sincere plea to not approve this build.

Thanks so much
Darryl Reeves
532 North 8th street
Carbondale, CO

Hello again,

Please consider the real concerns of myself and neighbors that do not wish to have more people crammed into the quaint neighborhood that we call home full time here.

520 Mesa Verde Ave, is the address in question that was not included in the previous email.

More is not going to make this a better place to live and raise a family.

Thanks so much for this consideration, and the privacy and invasiveness that would follow.

Cheers

Darryl Reeves

532 North 8th street

P&Z Board members -

We are opposed to the proposed lot split at 520 Mesa Verde Ave. Colorado Meadows PUD was designed for single-family homes on the lots as platted. Lot 10B has no street frontage and no street parking for additional vehicles. The existing home will lose off-street parking spaces. This side of the Mesa Verde Ave curve has a maximum of one street space for every home as it is now.

Approval could increase the density further if ADUs are added to both properties. Two to four residences on an original single-family home lot is not in line with residential low density zoning.

Please deny the lot split application at 520 Mesa Verde Ave.

Thank you,
Dave & Melanie Cardiff
506 Mesa Verde Ave, Carbondale, CO 81623

Dear Mary,

As a neighbor at 483 Mesa Verde Ave., based on this quote from the from the Colorado Meadows Approved Density Document- If lots in Colorado Meadows begin to be subdivided in a piecemeal fashion it would result in a cumulative impact on the neighborhood- I am against the application to split the lot.

Furthermore, I am against the approval of ADU's in general in our neighborhood. We all bought our houses with the understanding that ADU's were not part of the covenants, and with no alleyways in the neighborhood to access the ADU's, congestion and privacy between neighbors becomes an issue and is antithetical to our understanding of the nature of the neighborhood when we bought in. As in the quote above, I believe ADU's in a piecemeal fashion will have the same effect on the neighborhood!

So for this reason I am against this lot division and ADU's in general in our neighborhood.

Thanks,

David Teitler 483 Mesa Verde Ave. I am writing to say I oppose the proposed lot split at 520 Mesa Verde Ave in Colorado Meadows. This neighborhood is zoned low density and allowing lots to be split so more houses can be built will change its low density character.

I recently read the town has decided to revisit the master plan. With the speed at which Carbondale is expanding, I think that is a good idea. The article listed five areas the town was going to asses. One area was to look at possibly changing some neighborhoods to high density. I'm not sure this would be a good solution to our growth issues. I will be an active participant in the Master Plan review process.

Thank you for considering my opinion.

Elizabeth Cammack 483 Mesa Verde Ave

P&Z Commissioners,

I am opposed to the lot split at 520 Mesa Verde. I believe you should take the recommendation of the town planners to deny this proposal. I am wholeheartedly against increasing the density in Colorado Meadows.

It appears that this proposal also does not fit the code for access and street frontage. Please help us keep Colorado Meadows low density.

Thank you Laura Sugaski 487 Mancos St To: The Carbondale Planning Commission

msikes@carbondaleco.net

Re: Lot Splitting From: Ron Baar

I reside at 508 Mesa Verde Avenue in the Colorado Meadows Subdivision. This subdivision was created nearly 45 years ago.

This letter is written in opposition to the Major Plat Amendment request to subdivide an established lot into two separate lots within our subdivision by Forum Phi.

Where I live, my lot size is similar in size & shape to the applicants' lot on 520 Mesa Verde Avenue.

In theory, I could probably benefit from the precedent set if a lot split is approved by doing the same at a future date.

Still, I am opposed to this precedent setting proposal as it could have the potential to be the beginning of a radical transformation within our subdivision.

The subdivision developer, Robert Delaney in 1975, most certainly did not foresee that any property owner within the subdivision would want to split their lot. This was not a consideration of the times.

Carbondale was a very small community within a much less populated valley, as was Aspen, & Basalt at the time.

In more recent times, covenants are now written into newer subdivision rules to prohibit such actions.

But back than, who could foresee the shape of what Carbondale, or the Roaring Fork Valley for that matter, would be 45 years later.

You as a board are now being asked to determine the future direction you envision for certain areas of the community if not the entire town itself.

The town has established that it wants more infill for the purpose of creating more housing opportunities. This is ongoing. It is most evident along the highway 133 corridor.

If you approve this lot split proposal you will be setting a precedent that will give the potential to drastically change many of the older subdivisions as well as other older established residential neighborhoods within the Carbondale community.

So I beg the question; Is doubling the lot potential & therefore doubling the homes and ADU's within already established residential neighborhoods part of the plan?

Is creating subdivisions within subdivisions part of the plan?

I hope not.

In their application for the lot split request the property owners state that the purpose of the lot split is to create additional housing opportunities for local residents within the town of Carbondale.

Already this is allowable without a lot split. By code, they are allowed to build up to a 1000 square foot Accessory Dwelling Unit.(ADU)on their property.

A lot split simply creates the doubling of allowed structures & another sellable piece of property.

That certainly affects the integrity of the subdivisions' original intent as well as my neighborhood.

Please reject this proposal.

Thank You,

Ron Baar

June 24, 2021 Via email: Cdale P&Z Board

Re: 520 Mesa Verde Ave lot split application

Dear Board Members:

Please follow staff recommendations in denying the lot split at 520 Mesa Verde Ave. As you may recall from previous meetings, we have lived at our current address for 19 years. We selected this neighborhood because of the single family zoning and low density.

We oppose the lot split of 520 Mesa Verde Ave for the following reasons:

- No street frontage for the new lot.
- Too dense for our zoning.
- Does not conform to the PUD platting.
- Lack of on street parking for the both existing and proposed residence. 520 has one onstreet space in front of the existing house.
- Sets a precedent for additional unconventional lot splits in Colorado Meadows and other neighborhoods.
- If approved, ADUs could be added to both homes, creating two duplexes on a formally single family home lot.
- Does not fit in with the design and feel of the established neighborhood, and negatively impacts the neighbors.
- Impact to water & sewage system for additional dwelling & possible future ADUs.

If the property owners merely want an ADU, they should formalize the short-term rental they already have in their primary dwelling or add on to the existing home to create a conforming ADU. We do not feel that a lot split with additional dwellings is a proper use of a backyard in our neighborhood. The covenants do not allow ADUs or multiple family dwellings.

Thank you for your consideration.

Sincerely, Anne & Eric Krimmer 501 Mesa Verde Ave To Carbondale Planning Commission, msikes@carbondaleco.net

Staff is right - no street frontage (25' required), doesn't fit with PUD design. Concerned about possibility of adding ADU's to both houses in the future, which would not be appropriate density. Added traffic with limited parking will push cars onto the street. Opposed to lot split.

Colorado Meadows Resident

June 24, 2021 Via email: Cdale P&Z Board

Re: 520 Mesa Verde Ave lot split application

Dear Board Members:

Please follow staff recommendations in denying the lot split at 520 Mesa Verde Ave. As you may recall from previous meetings, we have lived at our current address for 19 years. We selected this neighborhood because of the single family zoning and low density.

We oppose the lot split of 520 Mesa Verde Ave for the following reasons:

- No street frontage for the new lot.
- Too dense for our zoning.
- Does not conform to the PUD platting.
- Lack of on street parking for the both existing and proposed residence. 520 has one onstreet space in front of the existing house.
- Sets a precedent for additional unconventional lot splits in Colorado Meadows and other neighborhoods.
- If approved, ADUs could be added to both homes, creating two duplexes on a formally single family home lot.
- Does not fit in with the design and feel of the established neighborhood, and negatively impacts the neighbors.
- Impact to water & sewage system for additional dwelling & possible future ADUs.

If the property owners merely want an ADU, they should formalize the short-term rental they already have in their primary dwelling or add on to the existing home to create a conforming ADU. We do not feel that a lot split with additional dwellings is a proper use of a backyard in our neighborhood. The covenants do not allow ADUs or multiple family dwellings.

Thank you for your consideration.

Sincerely, Anne & Eric Krimmer 501 Mesa Verde Ave July 14, 2021 Via email: Cdale P&Z Board

Re: 520 Mesa Verde Ave lot split application

Dear Board Members:

We have reviewed the staff conditions for the 520 Mesa Verde lot application, and continue to oppose this lot split. Please follow staff recommendations in denying the lot split at 520 Mesa Verde Ave. We are not opposed to planned growth, and are not opposed to appropriate in-fill. This application is not responsibly planned development and does not conform to the UDC & Comprehensive Plan.

We chose Colorado Meadows as our home in 2002 for the established low density neighborhood and open space. We previously owned a town home on Cowen Drive before moving to this single family home. We rented in several Basalt locations before that. This quiet neighborhood was and is very important to us. Colorado Meadows is small and relatively secluded in character. That's a special thing that should not be ignored for the financial gain of one property owner.

We still oppose the lot split of 520 Mesa Verde Ave for the following reasons:

- No access easement has been created or applied for.
- No street frontage or street parking.
- There is no restriction on additional ADUs for both lot 10A & 10B.
- Proposed house plans are not part of this application. The current or future owner can build whatever conforms to the UDC without any P&Z oversight. The new residence could be different from the single view sketch submitted.
- There is no restriction on short-term rentals. This application has no agreements that guarantee long-term housing for local residents.
- There has been no application for an ADU or variances to create a detached ADU. An additional 1200 sf dwelling is much larger than the allowed 500 sf attached ADU.
- There are many other options instead of a lot-split. The additional lot and residence/s will negatively impact the existing neighborhood character and design.
- The remaining 13 large lots are indeed buildable. That's why soils and structural engineers exist it's a money issue not a physics issue.
- Creates precedent for more subdivisions of developed lots in both Colorado Meadows and the rest of Carbondale if a non-conforming lot-split is approved.
- Is the proposed lot required to agree to the existing lot's covenants?

Approval of additional dwellings is not proper use of a backyard in our developed neighborhood. The covenants do not allow ADUs or multiple family dwellings. This type of in-fill is not appropriate for residential low density zoning. The Applicant made the informed choice to ignore any conforming options for a residence with ADU at 520 Mesa Verde Avenue.

Thank you for your consideration.

Sincerely, Anne & Eric Krimmer 501 Mesa Verde Ave To Carbondale Planning Commission, msikes@carbondaleco.net

Staff is right - no street frontage (25' required), doesn't fit with PUD design. Concerned about possibility of adding ADU's to both houses in the future, which would not be appropriate density. Added traffic with limited parking will push cars onto the street. Opposed to lot split.

Colorado Meadows Resident

CDL P&Z 2109-lot split 10/5/21, 13:07

Janet Coursey 498 Morrison St. Carbondale, CO 81623

04 October 2021

Dear Commissioners,

In this letter I am not expressing an opinion about housing density. I am expressing an opinion about fairness. The owners of the properties in the Colorado Meadows and adjacent neighbors believed they were party to a certain contract or understanding regarding construction. The Town Council and P&Z in the last Comp Plan, and in cases under current review, are changing the terms of that contract, unilaterally, without compensation to the other parties.

I understand the Planning & Zoning Commission is acting in accordance with Town Council direction to increase housing density within Town borders. If that is the over-riding goal, then my objection is that the zoning change "privatizes gain and socializes loss".

Say the lot split increases the value of 520 Mesa Verde to the owner by \$300K, either from a stream of rental income, or via sale of the property. (The lot at 484 Mesa Verde is offered at \$575K; construction costs at 484 will be much higher, however the view a bit nicer).

Neighbors take the loss of privacy, of parking, and diminished quiet from `infill` building. Perhaps \$50K should go to each adjoining neighbor or neighbor whose yard will now be visible from new second-story windows and high decks. A \$40K or greater payment should go to any neighbors who lose substantial solar electric generation potential. Then another \$30K to neighbors adjacent and across the street as they and guests will be "bumped" down the street when they need on-street spaces.

A greater number of neighbors are affected by quality of life issues: another car or two idling on cold mornings, engine noise, car doors, house doors, garage doors, another cat killing birds, another dog or two (droppings missed only 10% of the time still leaves a weekly dropping somewhere), five more weekly hardware, library, restaurant and grocery trips in addition to employment travel. These effects are too numerous and diffuse to accurately compensate.

The first class of neighbors described above suffer identifiable, distinct losses and in fairness, should be compensated. The owners of similar lot splits and ADU additions will then need to budget for those costs.

Thank you for your service,

J. Coursey

p.s. I live nearby but do not fall into that category of neighbors identifiable for "takings" or compensation regarding 520 Mesa Verde.



TOWN OF CARBONDALE 511 COLORADO AVENUE CARBONDALE, CO 81623

Planning & Zoning Commission Memorandum

Meeting Date: 10-14-21

TITLE: Appointment for Planning and Zoning Commission

SUBMITTING DEPARTMENT: Planning Department

ATTACHMENTS: Application for Kade Gianinetti

BACKGROUND

Michael Durant and Erica Stahl Golden recently resigned from the Planning and Zoning Commission. Both were regular voting members of the Planning Commission.

Three applications for appointment were submitted. All three candidates live within the Town limits. Two candidates participated in the September 30, 2021 Planning Commission meeting and one, Kade Gianinetti is the final interview tonight.

Currently, Kim Magee is a 1st Alternate and Jarrett Mork is a 2nd alternate. If the Commission would like to move either of those Commissioners into a regular seat, that should be part of the recommendation.

The Commission should interview the last candidate and form a recommendation to the Board of Trustees.

RECOMMENDATION

Prepared By: Janet Buck, Planning Director

Staff recommends that the following moti	on be approved: Recommend that the Board
appoint Kim Magee and Jarrett Mork a	s regular voting members of the Planning
and Zoning Commission and appoint as the Alternate.	as the Alternate and



Town of Carbondale Planning and Zoning Commission Application for Appointment

Applicant	Applicant Name: Kade Gianinetti	
Mailing Address: 282 N 7th St. Carbondale CO 81623		
	dress: 282 N 7th St. Carbondale CO 81623	
	e:970-618-3457	
	dress: kadegianinetti@gmail.com	
If v	Reappointment	
- 17	ou are seeking reappointment, it is only necessary to fill in the top portion of this application.	
1.)	Please Answer the Questions Below	
1.,	The Planning and Zoning Commission requires a commitment on Thursday evenings once or twice a	
	month. The meetings generally fall on the second and fourth Thursday of each month with a few	
	exceptions. The Planning and Zoning Commission occasionally hosts workshops where your	
	attendance may be required. In addition, you may need to attend Board of Trustee meetings a	
	couple of year. Do you foresee any problems attending these meetings on a regular basis? If so,	
	what are the potential attendance issues?	
	I have a very flexible schedule and do not see any issues on making Thursday	
	meeting as well as board of trustee meeting throughout the year.	
2.)	Do you feel as a citizen of the community that you are able to provide objective recommendations	
	on various land-use applications and other issues? If yes, please explain.	
	Yes, I care deeply about the future of Carbondale and want to be an active participant in solving	
	complex issue that will face a growing and changing community.	
3.)	Do you feel you have any conflicts of interest that may arise due to your appointment to the Planning	
	and Zoning Commission? If so, please explain.	
	I am a partner in a design architecture firm that has projects located throughout the state	
	p special and order	
4.)	What do you like best about the Town of Carbondale?	
	Carbondale has a rich history that represents a rural dichotomy that straddles coal dust, and cow	
	manurer. As we have grown the ethos established by both parties can still be witnessed.	
5.)	What is one thing that would make Carbondale a better place to live?	
	A progressive forward thinking plan that would establish Carbondale on the frontline of town planning	
	in a world that is facing larger environmental concerns as well as social	
	as a sub-light age of the officer is as well as social	
6.)	Please identify what you feel are some of the key issues facing the Town in the next 5-10 years,	
	years,	
	Holding on to community with the rising cost of living, Making sure the town holds to the highest level	
	of environmental design.	
	or environmental design.	
Planning and Jonin - D.		
Date:	Planning and Zoning Recommendation	
Selection:	YES NO NO	
Date:	Action Taken by Board of Trustees	
Selection:	YES NO NO	
Term Expirati	OII.	
pproval Signature: <u>Date:</u>		