



AGENDA
CITY OF GLENWOOD SPRINGS
Planning and Zoning Commission
Regular Meeting
AUGUST 13, 2020
Council Chambers, First Floor
101 W. 8TH STREET
6:00 PM

1 Meeting Attendance Instructions

A. Meeting Held via Zoom:

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/81038092629>

Or iPhone one-tap :

US: +12532158782,,81038092629# or +13462487799,,81038092629#

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

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Webinar ID: 810 3809 2629

International numbers available: <https://us02web.zoom.us/j/81038092629>

2 Roll Call

3 Comments from citizens appearing for items not on the agenda

4 New Items

- A. Planning File 48-20 Consideration of an Appeal of a Community Development Director's decision that retail marijuana establishments are a prohibited use in Glenwood Meadows based on the Glenwood Meadows Annexation and Development Agreement and Zoning and Development Plan land use table filed with the Garfield County Clerk & Recorder's office at reception #616083.

5 Commissioner Comments

6 Director Comments

7 Adjournment



Special Meeting Planning & Zoning Commission Staff Report

Date: August 13, 2020
To: Planning & Zoning Commission
From: Gretchen Ricehill, Asst. Director Community Development Dept.
Subject: #48-20- Appeal Community Development Director's Decision
related to Retail Marijuana uses in Glenwood Meadows

REQUEST	Appeal of a Community Development Director decision that retail marijuana establishments are a prohibited use in Glenwood Meadows based on the Glenwood Meadows Annexation and Development Agreement and Zoning and Development Plan land use table, filed at reception #616083. The appeal is filed pursuant to Municipal Code section 070.060.070(c).
APPLICANT	Chris Hawkins, Alpine Planning, LLC
OWNER	Glenwood Meadows, LLC
ZONE	M2-Mixed Use Core Commercial (C/2 Glenwood Meadows Zoning & Development Plan)
LOCATION:	Lot 11B Glenwood Meadows No. 5, A Minor Subdivision of Glenwood Meadows No. 4 Lot Line Adjustment (PIN 2185-081-41-004)
SURROUNDING LAND USES	North: Lodging South: Multifamily residential; open space East: Community Center; open space West: Multifamily residential
LOT SIZE	17,816 square feet

PROJECT SUMMARY

On July 21, 2020, Chris Hawkins, the applicant requested a preapplication meeting to discuss the construction of a 2,292 sq. ft. retail marijuana facility on Lot 11B. The following day, the Community Development Director notified the applicant that the proposed use was not allowed in the Glenwood Meadows per the Glenwood Meadows Annexation & Development Agreement (ADA) and the Zoning & Development Plan, executed September 18, 2002.

The ADA includes a land use table that is different than the Municipal Code Table of Allowed Uses. Both are attached to this report for reference. According to the ADA, the stricter requirement/provision takes precedence, which in this case is the Glenwood Meadows land use table. Although Glenwood Meadows was approved years before the State and City allowed marijuana uses, the City has consistently interpreted the ADA to be proscriptive: if the use is not listed, it is not allowed. The

Director informed the applicant that prior to moving forward with the application he first needed to apply to change the ADA's land use table, requiring the sign-off/approval of all Glenwood Meadows property owners.

On July 23, 2020, the applicant requested that the City move forward with a pre-application meeting to discuss the construction of the 2,292 sq. ft. building for a retail marijuana facility. Because the Community Development Director determined that marijuana uses are prohibited in Glenwood Meadows, staff found the application invalid and therefore did not conduct the requested pre-application meeting.

On July 29, 2020, within seven days of receiving the Director's determination, the applicant filed an appeal. Attached for your review is the appeal application which includes -

1. Signed Planning Application and cover letter from the applicant.
2. Community Development Director's determination (note that the letter is incorrectly dated June 22. The correct date is July 22).
3. Annexation & Development Agreement which also includes the Zoning & Development Plan.
4. Letter from Glenwood Meadows, LLC, the current property owners.

ACTION ALTERNATIVES

The Planning & Zoning Commission shall consider the following in determining whether to affirm, reverse, or amend a decision or interpretation made by another decision-making body:

1. The facts stated in the application, as presented by the appellant and/or the Director;
2. The requirements and intent of the applicable standards from this Code compared to the written decision that is being appealed;
3. Evidence related to how the applicable standards from this Code have been administered or interpreted in the past; and
4. Consistency with the Comprehensive Plan.

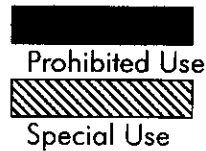
STAFF RECOMMENDATION

Per Municipal Code Section 070.060.070, the staff report shall not make a formal recommendation and shall only include the necessary facts to warrant an appeal, which shall be provided by the applicant.

The Commission may Affirm, Reverse, or Amend a decision by another decision-making body, in whole or in part, or may modify the order, requirement, decision, or determination appealed from.

B. USE TABLE

In the event a use is permitted in the Glenwood Meadows standards but is not permitted in the underlying zone districts, the stricter obligations of the Code shall prevail.



Use	A-Mixed-Use Campus (C-1)	C, D, and H-Commercial (C-1)	E, F, and G-Mixed-Use (C-2)	I-Hospitality (C-4)	B, J, and K-Residential Neighborhood (R-3)	L-Parks and Open Space (HP)
Accessory Uses						
Apartments						
Auto Rental						
Auto Repair						
Auto Parking						
Auto Sales						
Auto Service						
Auto Washing and/or Polishing Facility						
Banks with Drive Thru/Accessory ATM Facilities						
Bed & Breakfast						
Child Care Home						
Commercial Indoor Cinema						
Daycare Facilities						
Sanitariums, Rest Homes, Homes for the Aged, Nursing or Convalescent Homes						
Emergency Services Facilities						
Golf Course						
Gas Sales						
Governmental Facilities and Non-Governmental Health and Human Services Facilities						
Government or Public Utility Service						
Commercial Health and Fitness Centers						
Home Improvement and Garden Supply						
Hospitals and their Related Facilities						
Hotels						



Use	A-Mixed-Use Campus (C-1)	C, D, and H-Commercial (C-1)	E, F, and G-Mixed-Use (C-2)	I-Hospitality (C-4)	R, J, and K-Residential Neighborhood (R-3)	L-Parks and Open Space (HP)
Indoor Commercial						
Recreational Facilities						
Light Assembly						
Major Home Occupation						
Membership Warehouse						
Minor Home Occupation						
Mobile Home Manufacturing						
Mobile Home Park						
Mobile Home Sales						
Mortuary						
Multi-family Dwellings						
Museum						
Non-Bank Drive-Through Facilities						
Office Uses						
Office-Showroom						
Outdoor Display						
Outdoor Recreational Facilities						
Outdoor Storage						
Clinical and their Related Facilities						
Pedestrian-oriented Accessory Uses and Outdoor Seating for Restaurants						
Public Park						
Radio Transmission Facilities						
Recreation Vehicle Parking						
Religious Institutions						
Restaurants						
Retail						
Road, Driveway, Bikeway, Parking						
Schools						
Schools: Colleges or Universities						
Self-Storage Facilities						
Service and Repair of Appliances & Building Components						
Personal Service such as Photo Shop, Tailor, Dry Cleaning, Barber						
Single Family Detached Dwellings						
Single-Family Attached Housing e.g. Townhouses and						



Use	A-Mixed-Use Campus (C-1)	C, D, and H- Commercial (C-1)	E, F, and G- Mixed-Use (C-2)	I-Hospitality (C-4)	B, J, and K- Residential Neighborhood (R-3)	L- Parks and Open Space (NP)
Roughhouses						
Skating Rinks, Public Recreational and Sports Facilities						
Small Animal Hospitals and Clinics						
Transient Housing/Boarding Houses						
Transit Park and Ride/ Bus Station						
Utility Substations						



XIII. Definitions

Accessory Use—A use incidental and subordinate to the principal use of the lot.

Apartment- A type of multi-family dwelling unit, typically renter-rather than owner-occupied. See definition for multi-family dwellings below.

Auto Parking—Shall mean an off-street parking area or vehicular use area, an off-street parking area within a building or parking structure, or on street parallel or diagonal parking.

Day Care—A child care facility or day nursery, which is maintained for the whole or part of a day for the care of 7 or more children unrelated to the owner on a full time basis and/or requiring a day care nursery or a center license in accordance with the regulations of the State of Colorado Department of Social Services, whether such facility is operated with or without compensation for such care and with or without stated educational purposes.

Indoor Recreation—A commercial recreational land use conducted entirely within a building, including: an arcade, arena, art gallery and studio, art center, assembly hall, athletic and health clubs, auditorium, bowling alley, club or lounge, community center, conference center, exhibit hall, gymnasium, library, movie theater, museum, performance theater, pool or billiard hall, skating rink, swimming pool, or tennis court.

Multi-family dwellings—A building containing 3 or more dwelling units, not including hotels, motels, and similar group accommodations.

Non-banking Drive Thru—An establishment which by design, physical facilities, services, or packaging procedures encourages or permits customers to receive services, obtain goods, or be entertained while remaining in their motor vehicles.

Open Space—That portion of a building lot which is open to the sky, except as provided in the definition of lot coverage.

Outdoor Recreation—A commercial recreational land use conducted outside of a building, characterized by a minimal impact on traffic, the natural environment, or the surrounding neighborhood, including: an arboretum, botanical garden, bridle or hiking trails, country club, golf course, or historic site.

Pedestrian-oriented Development—Development that is designed with a primary emphasis on the street sidewalk and/or connecting walkway access to the site and building rather than on auto access and parking lots. This type of development typically warrants buildings being placed relatively close to the street with the main entrance oriented towards the street sidewalk or a walkway. Parking areas are provided but are not emphasized in the design of the site.

Transit-oriented Development—A development pattern characterized by mixed-use development at transit corridors, a high level of activities and extensive facilities for transit users, pedestrians, and bicyclists to provide easy movement between living and working environments.

Article 070.030: Use Regulations

070.030.020 Table of Allowed Uses

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Use Category	Use Type	Districts →															Use-Specific Standards	Required Minimum Parking
		RR	RL	RM1	RM2	RH	RT	M1	M2	M3	CO	RE	I1	I2	IN	HP		
RESIDENTIAL USES																		
Household Living	Dwelling, live-work						P	P	P	P	P	P	P	P			070.030.030(c)(2)	1 per dwelling unit
	Dwelling, multifamily				P	P	P	P	P	P	P	P					070.030.030(c)(1)	1.5 per dwelling unit, plus 1 guest space per each 5 dwelling units
	Dwelling, townhouse				P	P	P	P	P	P	P	P				S	070.030.030(c)(1)	1.5 per dwelling unit, plus 1 guest space per each 5 dwelling units
	Dwelling, single-family detached	P	P	P	P	P	P	P	P		P	P				S	070.030.030(c)(1)	1 per dwelling unit
	Dwelling, two-family		S	S	P	P	P	P	P		P					S	070.030.030(c)(1)	1.5 per dwelling unit
	Mobile home park					S	S	S			P						070.030.030(c)(3)	1 per dwelling unit
	Accessory dwelling unit	P	P	P	P	P	P	P	P		P	P				S	070.030.040(d)(1)	1 per unit
Group Living	Convalescent or nursing home					S	S	P	P		P	P			P			1 per 3 beds
	Personal care boarding home	S	S	S	S	S	S	S	S		S	S			S	S	070.030.030(c)(4)	2 per dwelling unit
PUBLIC, INSTITUTIONAL, AND CIVIC USES																		
Community and Cultural Facilities	Assembly	S	S	S	S	S	S	P	P		P	P	P		P	S		1 per 250 square feet
	Civic building		S	S	S	S	S	P	P	P	P	P	P	P	P			1 per 300 square feet
	Club or lodge						S	P	P	P	P	P						1 per 300 square feet
	Community centered board facility						P											Based on demand study, see 070.040.060(c)(5)
Adult and Child Care Facilities	Adult day care				S	S	S	P	P	P	P	P			P	S		1 per 300 square feet
	Child care center	S	S	S	S	S	S	P	P	P	P	P			S		070.030.030(d)(1)	1 per 250 square feet
	Child day care home, large	S	S	S	S	S	S	P	P		P	P					070.030.030(d)(2)	3 per dwelling unit
	Child day care home, small	P	P	P	P	P	P	P	P		P	P	S			P		2 per dwelling unit
Educational Facilities	School	S	S	S	S	S	S	P	P	P	P	P	S		P	S		High school: 4 per classroom All others: 1.5 per classroom
Health Care Facilities	Hospital						P	P	P	P	P				P			1 per 400 square feet
	Medical or dental clinic						P	P	P	P	P	P		P	P			1 per 250 square feet
Parks and Open Space	Park, playground, and open space	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		No requirement

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Transit Uses	Transit stop	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		Based on demand study, see 070.040.060(c)(5)
	Transit terminal or station							S	P	P	P		P	P	P			Based on demand study, see 070.040.060(c)(5)
COMMERCIAL USES																		
Agriculture and Animal-Related Services	Commercial farming, animal husbandry, and plant husbandry	S														P		No requirement
	Community garden	P	P	P	P	P	P	S	S	S	S	S			S	P		No requirement
	Kennel							S			S		S	S			070.030.030(e)(1)	1 per 1,000 square feet
	Sale of produce or plants raised on premises (excluding marijuana uses)	P	P	P	P	P	P	P	P	S	P	S	P	P	S	S	070.030.030(e)(2)	No requirement
	Veterinarian hospital or clinic							S	S	S	S	S	P	P	P		070.030.030(e)(3)	1 per 250 square feet
Adult Entertainment Establishments	Adult entertainment establishment													S			070.030.030(e)(4)	1 per 200 square feet
Food and Beverage Establishments	Bar, lounge, or tavern						S	P	P	P	P	P	P	P		S	070.030.030(e)(5)	1 per 200 square feet
	Microbrewery, distillery, or winery							P	P	P	P	P	P	P		S	070.030.030(e)(6)	1 per 200 square feet seating/tasting area, plus 1 per 500 square feet production area
	Restaurant						S	P	P	P	P	P	S	P		S		1 per 200 square feet
	Restaurant, with drive-through							S		S	S					S		1 per 200 square feet
Funeral and Interment Services	Cemetery					S	S	S	S	S	S	S	P	P	P			1 per 400 square feet of building area
	Funeral home, columbarium, crematorium, or mortuary					S	S	S	S	S	S	S	P	P	P			1 per 250 square feet
Lodging Facilities	Accessory tourist rental	P	P	P	P	P	P	P	P	P	P	P				P	070.030.030(e)(7)	Per residential use standards
	Bed and breakfast	S	S	S	S	P	P	P	P	P	P	P				S	070.030.030(e)(8)	1 space per guest room, plus 1 space for the owner/manager
	Boarding house					S	S	P	P	P	P	S				S		1 space per guest room, plus 1 space for the owner/management
	Hotel, motel, hostel, or lodge						S	P	P	P	P	P				S		1 space per guest room

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	Short-term rental	P	P	P	P	P	P	P	P	P	P	P				P	070.030.030(e)(9)	Per residential use standards
Maintenance and Repair Services	Repair facility, major							P	S	S	P		P	P				1 per 1,000 square feet
	Repair facility, minor							P	P	P	P		P	P				1 per 500 square feet
Marijuana Establishments	Medical marijuana business, excluding cultivation							S	S	S	S			S			070.030.030(e)(10)	1 per 300 square feet
	Retail marijuana establishment, excluding cultivation							S	S		S			S			070.030.030(e)(11)	1 per 300 square feet
Office, Business, and Professional Services	Administrative, professional, or government office					P	P	P	P	P	P	P	P	P	P			1 per 300 square feet
	Bank or financial institution					P	P	P	P	P	P	P	P	P	P		070.030.030(e)(12)	1 per 300 square feet
	Printing and copying establishment						S	P	P	P	P	P	P	P	P			1 per 400 square feet
Personal Services	Commercial laundry and dry cleaning										P		P	P				1 per 400 square feet
	Personal service, general < 1,500 sq. ft.						P	P	P	P	P	P	P	P	P		070.030.030(e)(13)	1 per 400 square feet
	Personal service, general ≥ 1,500 sq. ft.						S	P	P	P	P	P	S	S	S		070.030.030(e)(13)	1 per 400 square feet
	Self-service laundry						S	P	P	P	P	P	P	P	P			1 per 400 square feet
Recreation and Entertainment, Indoor	Indoor recreation facility					S	S	P	P	P	P	P	P	P	P			1 per 400 square feet
Recreation and Entertainment, Outdoor	Commercial outdoor recreation use	S	S	S	S	P	P	P	P	P	P	P	P	P	P	S		1 per 400 square feet building area, plus 1 per 10,000 square feet site area
	Commercial outdoor recreation-concentrated							S	S	S	S	S	S	S	S	S		Based on demand study, see 070.040.060(c)(5)
	Golf course or country club	P	P	P								P				S		4 per hole, plus 1 per 250 square feet clubhouse area
	Recreational vehicle park					S	S	S	S		S					S	070.030.030(e)(14)	
Retail Sales	Building materials and supply store							P	P	P	P		P	P				1 per 400 square feet
	Convenience store							P	P	P	P	P	S	S	S			1 per 300 square feet
	Flea market or swap meet							S			P	P						Based on demand study, see 070.040.060(c)(5)
	Grocery store							P	P	P	P	P						1 per 300 square feet

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	Liquor store							P	P	P	P						070.030.030(e)(15)	1 per 300 square feet
	Lumber yard										P		P	S				Based on demand study, see 070.040.060(c)(5)
	Pawn shop							P	P	P	P							1 per 300 square feet
	Retail, general <1,500 sq. ft.						P	P	P	P	P	P	S	P	S		070.030.030(e)(16)	1 per 400 square feet
	Retail, general ≥1,500 sq. ft.						S	P	P	P	P	P	S	P	S		070.030.030(e)(16)	1 per 300 square feet
	Retail, shopping center									P	S			S				1 per 300 square feet
Vehicles and Equipment	Automotive fuel sales and service station							S		P	S	S	S	S	S		070.030.030(e)(17)	1 per fueling pump, plus 1 per 400 square feet retail and office area
	Automotive parts and accessories sales							P	S	P	P		P	P				1 per 400 square feet
	Automotive repair shop							P			P		S	P				1 per 500 square feet, plus 3 per repair bay
	Automotive sales or leasing							S	S	S	P		P	P			070.030.030(e)(18)	1 per 500 square feet sales area, plus 2 per repair bay
	Automobile wash							S		S	S	S	S	S				1 per 300 square feet retail and office area, plus 3 stacking spaces per service lane and 1 stacking space per detailing bay if separate from wash bay/lane)
	Parking as a principal use						S	S	S	S	S	S	S	S	S	S		No requirement
	Equipment sales and rental							P	S	S	P		P	P				1 per 300 square feet
	Mobile home sales							P			P			P				No requirement
INDUSTRIAL USES																		
Industrial Services	Airport / aviation-related business												S					Based on demand study, see 070.040.060(c)(5)
	Asphalt or concrete batch plant												P					Based on demand study, see 070.040.060(c)(5)
	Motor or rail freight terminal												S	S				Based on demand study, see 070.040.060(c)(5)
	Natural resource extraction or processing												S					Based on demand study, see 070.040.060(c)(5)

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	Printing or publishing facility							S	S		P		P					1 per 300 square feet office and retail area, plus 1 per 1,000 square feet all other building area
	Research and development facility							P	P	P	P		P	P	P			1 per 300 square feet office and retail area, plus 1 per 1,000 square feet all other building area
Manufacturing and Production	Brewery or bottling plant							P	S	S	P	S	P	P	S		070.030.030(f)(1)	Based on demand study, see 070.040.060(c)(5)
	Fabrication, manufacturing, and testing facility							S	S	S	S	S	S	P			070.030.030(f)(2)	Based on demand study, see 070.040.060(c)(5)
	Food processing and packing plant												P	S				Based on demand study, see 070.040.060(c)(5)
	Craft Manufacturing							P	P	P	P	P	P	P	P			
Marijuana Establishments	Marijuana cultivation, with or without retail business or medical establishment													S			070.030.030(f)(3)	1 per 1,000 square feet storage, warehousing, and distribution area, plus 1 per 35 square feet manufacturing, assembly, packing, preparation, plus 1 per 300 square feet for retail sales and office area
Storage and Warehousing	Bulk materials or machinery storage												P					Based on demand study, see 070.040.060(c)(5)
	Contractor offices and equipment storage yards							P			P		P	P				1 per 400 square feet of building area used as office
	Mini-warehouse or storage							S			P		P	S			070.030.030(f)(4)	3 spaces, plus 1 per resident caretaker
	Storage of hazardous liquids and gasses										S		S	S				Based on demand study, see 070.040.060(c)(5)
	Warehousing										P		P	S				Based on demand study, see 070.040.060(c)(5)
Waste and Salvage	Salvage yard													S				Based on demand study, see 070.040.060(c)(5)

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Utilities	Commercial television, radio, or microwave tower												S	S				No requirement
	Geothermal heat exchange						P	P	P	P	P	P	P	P	P	P		No requirement
	Wastewater treatment facility										S				S			No requirement
	Wind power generation tower							S		S	S	S	S	S	S			No requirement
WIRELESS COMMUNICATION FACILITIES																		
	Alternative tower structure in right-of-way	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	070.030.030(g)	No requirement
	Alternative tower structure not in right-of-way	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	070.030.030(g)	No requirement
	Base station in right-of-way	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	070.030.030(g)	No requirement
	Base station not in right-of-way	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	070.030.030(g)	No requirement
	Eligible facilities request	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	070.030.030(g)	No requirement
	Small cell facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	070.030.030(g)	No requirement
	Tower	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	070.030.030(g)	No requirement
ACCESSORY USES																		
	Backyard chickens	P	P	P	P	P	P	P			P						070.030.040(d)(2)	No requirement
	Home occupation	P	P	P	P	P	P	P	P	P	P	P				P	070.030.040(d)(3)	No requirement
	Outdoor storage, accessory							S		S	S	S	S	S	S			No requirement
	Parking structure						S	S	S	S	S	S	S	S	P			No requirement
	Warehousing							P		P	P	P	P	P	P			Based on demand study, see 070.040.060(c)(5)
TEMPORARY USES																		
	Temporary sales and structures					P	P	P	P	P	P	P	P	P	P			Determined at time of temporary use permit.
	Temporary special event							P	P	P	P	P	P	P	P		070.030.050(e)	

Alpine Planning, LLC

P.O. Box 654 | Ridgway, CO 81432 | 970.964.7927 | chris@alpineplanningllc.com



July 29, 2020

City of Glenwood Springs
City of Glenwood Springs Planning Commission
Attn: Jennifer Ooton / Gretchen Ricehill
101 W. 8th St.
Glenwood Springs, CO 81601
VIA E-Mail:
Jen.ooton@cogs.us
Gretchen.ricehill@cogs.us

Dear Planning Commission Members,

This letter is a formal appeal of an administrative decision made by Jennifer Ooton that is documented in the letter attached hereto as Exhibit A. This appeal is being filed pursuant to Glenwood Springs Development Code ("**Development Code**") Section 070.060.070(c). Alpine Planning and its client, Kind West Glenwood, LLC, have standing to appeal as an interested party. The owner of Lot 11B, Glenwood Meadow, LLC consented to the submission of the now rejected Special Use Permit application as shown in the executed application form (Exhibit B).

We are appealing (1) the administrative decision that a retail marijuana facility is not allowed as a Special Use Permit in the M2 Zone District within Glenwood Meadows ("**Administrative Decision on Use**"); and (2) the administrative decision to not allow us to move forward with our due process while Ms. Ooton's administrative decision is under appeal ("**Due Process Denial**").

A Special Use Permit pre application meeting request was submitted to Gretchen Ricehill via email on Tuesday July 21, 2020 at 8:45 a.m. Alpine Planning received the administrative decision from Ms. Ooton shown in Exhibit A in an email from Gretchen dated 7/23/2020 at 4:33 pm. The correct date for Ms. Ooton's administrative letter is July 22, 2020 and not June 22, 2020 as shown.

The special use permit pre-application meeting request is for a lot that is legally described as Lot 11B, Glenwood Meadows No. 5, A Minor Subdivision of Glenwood Meadows Lot Line Adjustment ("**Property**"). The Property is located in the M-2 Zone District and is subject to the "Annexation and Development Agreement Glenwood Meadows, LLC Annexation, recorded as Reception No. 616083 in the Garfield County land records on December 6, 2002" together with all amendments thereto, hereinafter "**ADA**".

Administrative Decision on Use

Retail uses are permitted by the ADA. A retail use is a retail use. There is no distinction in the ADA between various retail uses with retail stores, retail flower shops and similar establishments clumped together under this

broad land use umbrella. Please refer to the ADA and its Use Table shown in Exhibit C. While there is no ADA or Development Code definition of retail, common definitions found online show that it is “to sell in quantities directly to the ultimate consumer”. A retail marijuana store is the same as a flower store or other retail stores under the ADA. We understand that the City cannot simply classify a retail marijuana facility as a permitted use since the Development Code has stricter provisions classifying such stores as a Special Use Permit.

The M-2 Zone District classifies retail marijuana establishments as a Special Use Permit in the Table of Allowed Uses (Section 070.030.020). Article II of the ADA, Authority, states”

“The Glenwood Springs zoning ordinance shall apply where the provisions of this guide [ADA] do not address a specific subject.”

The ADA does not address retail marijuana facilities since it was executed 2002 long before it was legalized in the State of Colorado and Glenwood Springs. The Article II ADA provision quoted above allows for the Property owner and its designees to propose a retail marijuana facility as a special use permit under the M-2 Zone District standards and applicable provisions related to such facilities. Article II of the ADA was clearly intended to allow for Code revisions and new uses over time and not limit Glenwood Meadows to 2002 land uses that are listed in the ADA Use Table. Land uses evolve over time in a community’s code due to new ideas and concepts, technology, master plan changes and legal court cases. Just imagine if Glenwood Meadows property owners must get permission from every other property owner for any wireless communication facilities that are not allowed in the ADA but are allowed in the Development Code and the underlying zone districts. For example, the ADA does not permit a “small cell facility” as permitted by the Development Code. Any wireless communication facilities would not be a permitted use in Glenwood Meadows under Ms. Ooton’s interpretation, with Glenwood Meadows locked into 2002 land uses. This narrow and incorrect interpretation is severely limiting to both the property owner and the community. The community agreed in 2018 to permit the land uses in zone districts in the City as provided for in the Development Code’s Table of Allowed Uses (Section 070.030.020), with no disclosure during the Development Code adoption process that the ADA Use Table would prevail over the Table of Allowed Uses in the Development Code. We believe that the clear intent was to allow for the Development Code to apply in conjunction with the ADA and allow for the Development Code to apply when the ADA does not address a specific subject. Otherwise there would have been another reference to the ADA in the Development Code’s Table of Allowed Uses that states the Use Table does not apply to the Glenwood Meadows ADA.

The City adopted the new Development Code in 2018 after lots of public meetings and input from property owners and residents. City staff was well aware of the ADA and its relationship to the prior zoning ordinance, and rezoned Glenwood Meadows to the new zoning categories in the new Development Code. There had to be a clear understanding that the new Glenwood Meadows zoning districts would replace the old zone districts under the prior zoning ordinance, and that the Development Code standards applicable to such districts would be applied. The ADA is actually referenced in the Development Code in Sections 070.040.080 and 070.040.090 with exemptions to the Residential Site and Building Design and Nonresidential and Mixed Use and Building regulations because the ADA prevailed over these Development Code design standards. The Table of Allowed Uses in Section 070.030.020 does not exempt the zone district allowed uses from being applied to Glenwood Meadows due to the ADA. This is because it would be a really bad idea to limit land uses to those envisioned in 2002, and a clear allowance for the City to use the zoning regulations “...when the provisions of this guide [ADA] do not address a specific subject”.

The ADA made no attempt to identify each and every type of retail that would be permitted or not permitted at Glenwood Meadows. There is no express prohibition on retail marijuana facilities in Glenwood Meadows in the ADA or the Development Code with such facilities allowed as a Special Use Permit. City staff has clearly gone outside the umbrella of both the ADA and the Development Code stating that they are not allowed and cannot be considered via the Special Use Permit Process.

Please also review the letter from the Property owner to the City in evidence towards this appeal as shown in Exhibit C.

Due Process Denial

We understand that there is an appeals process for Ms. Ooton's administrative decision. What we do not understand is why City staff is refusing to schedule a pre-application meeting on the Special Use Permit that would allow us to concurrently submit the application and have it processed while the appeal is being processed and scheduled for review. There is no standard in Development Code Section 070.060 that allows for City staff to hold up allowing an applicant to initiate and commence with Special Use Permit review process. We requested a pre-application meeting and were denied such request. This is clear violation of my client's due process rights and seems to be a delay tactic for some unknown reason. Nowhere does the Development Code state that City staff can stop an applicant from entering into a review process if it determines a use is not permitted. It is up to an applicant to determine if it wants to take the risk of submitting an application while an administrative decision is under appeal. We fully understand that the Planning Commission must hear the appeal prior to it hearing the Special Use Permit application.

We asked City staff to provide a Development Code citation that allows for it to not schedule a pre-application meeting and prevent an application from being submitted. The response we received is in an email shown as Exhibit D:

"Because the Community Development Director determined that marijuana uses are prohibited in the Glenwood Meadows, your application is invalid and therefore we will not be conducting a preapplication meeting."

This is a staff interpretation of the due process review procedures set forth in Development Code Section 070.060, without any legal foundation on the determination. This determination is contrary to both the ADA and the Development Code as provided for in this letter and the exhibits. More importantly, it is a violation of my client's due process rights.

Thank you for your time and consideration.

Sincerely

Chris Hawkins, AICP
Alpine Planning, LLC



Sent via email to chris@alpineplanningllc.com

June 22, 2020

Chris Hawkins
Alpine Planning, LLC
PO Box 654
Ridgway, CO 81432

Dear Mr. Hawkins:

We are in receipt of your pre-application meeting request to review your proposal for development of Lot 11B in Glenwood Meadows, a property that we recently rezoned from residential to commercial. Specifically, your development proposal is to construct a 2,292 square foot building for a retail marijuana establishment.

The Glenwood Meadows Annexation and Development Agreement (ADA) and Zoning and Development Plan, executed September 18, 2002, included a list of land uses. Marijuana-related uses are not listed.

We understand that Glenwood Meadows was approved years before the State and city allowed marijuana uses. However, we have consistently interpreted the ADA to be proscriptive. If the use is not listed, it is not allowed.

To move forward with your application, first you will need to request a change to the ADA's land use table which is going to require sign-off of all Glenwood Meadows property owners.

Please contact me or Gretchen Ricehill, Assistant Community Development Director, if you have questions. My contact information is provided below. You can reach Gretchen at Gretchen.Ricehill@cogs.us or 970-384-6428.

Sincerely,

Jennifer Ooton
Assistant City Manager/Community Development Director
Jenn.Ooton@cogs.us
970-384-6410

*City of Glenwood Springs Community Development Department
101 W 8th Street
Glenwood Springs, Colorado 81601
Tel: 970-384-6400
FAX: 970-945-8582*

**LAND USE APPLICATION**

City of Glenwood Springs
 Economic and Community Development Dept.
 101 West 8th Street
 Glenwood Springs, CO 81601
 970-384-6411

Ordinance Amendments	Development Permits
Rezoning	Site/Architectural Plan Review
Rezoning to Planned Unit Development (PUD)	Administrative
Annexation	Minor
Condominiumization	Major
Annexation	Master Plan
Street Vacation	Construction Plans
	Location & Extent
Subdivisions	Right of Way Encroachment License
Minor Subdivision	Floodplain Development Permit
Preliminary Plat	Special Use Permit
Final Plat	Flexibility and Relief Procedures
Vacation of Right-of-Way	Variance
	Administrative Adjustment
	Appeal

Applicant/Property Owner Information:

Applicant	Owner
Alpine Planning, LLC	Glenwood Meadows, LLC
Relationship to Owner	Owner
Agent to Owner and Kind West Glenwood, LLC	Michael C. Maple & Robert Macgregor C/O Dunrene Management, LLC
Applicant Address	Owner Address
P.O. Box 654	710 Durant Ave. Ste. W-6
Ridgway, CO 81432	Aspen, CO 81611
Phone (970) 964-7927	Email Address mmapple@dunrene.com
Email Address chris@alpineplanningllc.com	Phone (970) 925-9046

Property Information:

Address	Parcel Number
TBD Wulfshohn Road	218508141004
Subdivision	Lot and Block Number
Glenwood Meadows No. 5, A Minor Subdivision of Glenwood Meadows No. 4 Lot Line Adjustment	11B
Zone District	Existing Land Use
M2 - Mixed Use Central Core Zone District	Vacant

General Project Description:

Special use permit for a retail marijuana establishment pursuant to the City of Glenwood Springs Development Code Sections 070.030.020; 070030.030(e)(11); and 070.060.050(e).

Signatures:

The owner or applicant must be present at the hearing. All public hearings must be properly noticed according to G.S.M.C. Section 070.010.030. Signatures of all owners of the property must appear before the application is accepted. Partnerships or corporations may have the authorized general partner or corporate officer sign the application. (Attach additional incorporation documents if necessary.) I declare under the penalty of perjury that the above information is true and correct to the best of my knowledge.		7/21/2020
	Applicant	Date
	Owner	Date 7/23/20
	Owner	Date

ANNEXATION AND DEVELOPMENT AGREEMENT{PRIVATE}
GLENWOOD MEADOWS, LLC ANNEXATION

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THIS ANNEXATION AND DEVELOPMENT AGREEMENT ("Agreement") is made and entered into this 18 day of September, 2002, by and between the CITY OF GLENWOOD SPRINGS, COLORADO, a Colorado municipal corporation (hereinafter "City"), and GLENWOOD MEADOWS, LLC, a Colorado limited liability company, its successors, assigns, and its legal or other representatives (hereinafter collectively "Owner");

WITNESSETH:

WHEREAS, Owner owns approximately three hundred forty-five (345) acres of real property currently located in unincorporated Garfield County, Colorado, and more particularly described on Exhibit A, attached hereto and incorporated herein by this reference (hereinafter "Property"), which Property shall be known as "Glenwood Meadows"; and

WHEREAS, Owner and City entered into that certain Pre-Annexation Agreement concerning the Property dated August 20, 1999 and subsequently amended by instrument dated January 12, 2000 (as amended, the "PAA"); and

WHEREAS, in February, 2000, Owner filed with the City Clerk a petition and request for annexation of the Property into the City; and

WHEREAS, a duly noticed public hearing was held on March 2, 2000, whereat the City adopted a Resolution finding said petition and request to be in substantial compliance with the statutory requirements for annexation of the Property to the City; and

WHEREAS, Owner applied to the City for approval of certain Planned Unit Development zoning for the Property in March, 2000 (Zoning Application #42-99), which zoning application was subsequently withdrawn by Owner at a public hearing before the City Council on November 15, 2000; and

WHEREAS, upon the request of the City, approximately 4.63 acres of the Property was approved for annexation and zoning as C-1 Limited Commercial (the "MOC Entrance Parcel") and is subject a separate Annexation Agreement between the Owner and City; and

WHEREAS, on September 19, 2001 (Zoning Application #59-01) Owner submitted an application to the City for approval of a zoning plan for the Property which included C-1 Limited Commercial, C-2 Core Commercial, C-4 Resort Commercial and R-3 Residential zoning districts for the portions of the Property not intended for public dedication (any portion of the Property intended for public dedication pursuant to this Agreement and the instruments incorporated herein may be zoned under the same application and review process as HP Hillside Preservation) as more fully described upon Exhibit B attached hereto and by this reference incorporated herein (the "Zoning Map"); and

WHEREAS, on March 21, 2002, the Owner did amend its original February, 2000 Annexation Petition to reflect the distinct characteristics of the Property subject to this Agreement and the MOC Entrance Parcel; and

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WHEREAS, on March 21, 2002 a Public Hearing was held pursuant to C.R.S. Section 31-12-109, as amended, at which public hearing it was determined that the annexation petition had satisfied all requirements of C.R.S. Section 31-12-101 et. Seq.; and

WHEREAS, on July 18, 2002 the City Council of the City of Glenwood Springs ("Council") did adopt Ordinance No. , Series of 2002, and Ordinance No. , Series of 2002, which respectively approved the Owner's petition and request for annexation of the Property and approved the Owner's application for municipal zoning of the Property; and

WHEREAS, during the public review of the annexation and zoning processes, the parties hereto have agreed to amend and eliminate the provisions of the prior PAA and to set forth and memorialize all agreements regarding the annexation, zoning and development of the Property in the instant Agreement; and

WHEREAS, the City and Owner desire to enter into this Agreement to set forth their agreements in writing concerning the terms and conditions of annexation of the Property to the City, the zoning of the Property under the City's Municipal Code and the adopted Zoning and Development Plan (Exhibit C attached hereto and by this reference incorporated herein), as well as the other conditions of the development of the Property as hereinafter described; and

WHEREAS, Owner intends to submit its development proposal to the City for subdivision review and approval and to construct the development in phases which correspond to the Zoning Plan parcels, it being understood that nothing herein shall confer upon Owner any other or further rights not expressly contained herein or by instruments incorporated herein.

NOW, THEREFORE, for and in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City and Owner agree as follows:

1. Purpose. The purpose of this Agreement is to set forth the terms and conditions of the annexation of the Property to the City, and the zoning and development of the Property in the City. Except as expressly provided for herein to the contrary, all conditions herein are in addition to any and all requirements concerning annexation and development contained in the Municipal Code of the City of Glenwood Springs, Colorado (hereinafter "Municipal Code"), the Municipal Annexation Act of 1965, as amended at C.R.S. §31-12-101 et seq., and other applicable laws.

Except as expressly provided herein to the contrary, the complete execution, delivery and recording of this Agreement shall render null and void the PAA between these same parties. Furthermore, and except as expressly stated otherwise herein, all terms and conditions of the following agreements, contracts and documents shall remain in full force and effect:

- (i) Midland Avenue Right Of Way Extension Agreement, dated September 20, 1994;
- (ii) Community Center Acquisition and Exchange Agreement, dated March 16, 1999;

- (iii) Municipal Operations Facility Site Acquisition Agreement, dated December 27, 1999
- (iv) MOC Water and Sewer Fee Credits Assignment and Bill of Sale, dated January 17, 2000;
- (v) MOC Entrance Parcel Annexation and Development Agreement.

2. Zoning Characteristics/Constraints/Requirements. The Zoning and Development Plan attached hereto as Exhibit C (the "Plan") shall govern the development of the Property. Any and all future site planning, whether in the form of an application for planned unit development, major or minor subdivision, major or minor development permit approval or any other form requiring the review and approval of the City, shall, as an element of its application for approval and review, evidence, to the satisfaction of the applicable City department, commission and/or City Council, compliance with the criteria and conditions of the Plan, as said Plan relates to such development application and the underlying Municipal Code requirements. All zoning and development hereunder is deemed to require the application of the more stringent of either (i) the Municipal Code or (ii) the Plan. An applicant may seek relief from specific elements of the Plan and/or the Municipal Code only through appropriate variance processes outlined in the City of Glenwood Springs Municipal Code.

Owner shall, within ninety (90) days after the mutual execution of this Agreement, submit a surveyed zoning map to the City. Such surveyed zoning map shall include legal descriptions for each of the twelve (12) zoning parcels (Parcels A through L, inclusive) identified by Exhibits B and C attached hereto. The City's Community Development Director and the City Attorney shall review such descriptions and, if generally consistent with the representations and approvals of the annexation and zoning public processes, shall approve the same. The City shall incorporate the surveyed zoning map into the Citywide zone district designation mapping and maintain an accurate and current copy thereof in accordance with State and local laws.

Prior to or contemporaneous with the first subdivision and/or development application for the Property, the Owner shall submit an overall geologic hazards map and mitigation plan of the Property to the City Engineer for his review and approval, which approval shall not be unreasonably withheld. The City shall incorporate the approved overall geologic hazards map and mitigation plan into the Citywide mapping and maintain an accurate and current copy thereof in accordance with applicable laws.

Prior to the first subdivision and/or development application for the Property, the Owner shall submit a Master Grading Plan and Master Drainage Plan for the development areas of the Property to the City Engineer. Said plans shall be consistent with the requirements of the Colorado Geologic Survey's letter dated October 23, 2001 and maintained on file with the City. Upon approval of said plans, Owner may apply for a grading permit to commence the preparation of all or part of the Property scheduled for development under the Plan. Based upon the detailed requirements and master planning of the Property as set forth herein and upon the Zoning and Development Plan attached hereto, such grading permit request may be granted by the City in advance of site specific development plans for an individual Parcel of the Property and may include certain off-site earth work, including, without limitation, (i) the "rough grading" of certain areas, as directed by the City, of Parcel L for said area's future use as active park facilities, and (ii) the



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construction of debris mitigation structures within Parcel L as more fully described in Section 14 hereinbelow. All Master Grading Plans, Master Drainage Plans and grading permit requests shall include revegetation plans acceptable to the City Engineer and City Planning Department. At a minimum said revegetation plans shall incorporate grass, forb and shrub species into any debris flow mitigation structure development in a manner beneficial to wildlife for forage and cover and shall adequately address erosion control.

Prior to the first subdivision and/or development application for the Property, the Owner shall submit a Master Utility Plan for the development areas of the Property to the City Engineer. The City shall incorporate the Master Utility Plan into the Citywide mapping and maintain an accurate and current copy thereof in accordance with State and local laws and with City policy.

3. Non-Specific Assessments/Credits/Fees-in-Lieu of School Land Dedication

- a. Non-Specific Assessments/Credit. Any future impact fees, surcharges, special permit fees, special taxes or assessments, development fees or tap fees, and other items not addressed by this Agreement shall be exacted uniformly and non-discriminatorily on the Property and as exacted throughout the City. Notwithstanding the foregoing, nothing herein affects or shall affect the City's ability to exact impact fees for different facilities from certain residents or as to certain geographical areas. Owner shall receive full credit against any such future imposition for the full costs of all improvements, dedications, or payments made with respect to the matters to which such imposition relates. For example, in the event of a City's imposition of a fee for pedestrian trail facilities, Owner would be entitled to credit for the costs of all such trail improvements (as properly evidenced by invoices for design and construction) and dedications of land for trails (the value of which shall be established by the same appraisal mechanism described in Section 13.c. below) Owner had made up to that point in time on or concerning the Property.

Owner's credit for such costs shall include all costs incurred with respect to the applicable on-site or off-site improvements or dedications, including without limitation, all land costs (based upon the value of such land as vacant land, agricultural land or land for commercial or residential development, whichever is applicable, at the time the final plat for such land is approved), construction and construction management costs (excluding Owner's profit), and design, legal, consulting, and financing costs for the land so dedicated or on which the applicable improvements are constructed.

Notwithstanding the foregoing, Owner shall not receive credit as against such costs for the value of water rights dedicated or otherwise transferred to the City or the ownership shares of the attendant Atkinson ditch structure, both as more fully described by Section 11 hereinbelow. Further, in the case of an imposition of general applicability to provide general fund revenues, Owner shall not be entitled to credit against any impact fees or general assessments.

Except with respect to Parcel I as identified on Exhibits B and C hereof, Glenwood Meadows, its successors and assigns, shall not be required to pay any future Traffic/Transportation Impact Fee established by the City subsequent to the execution and recordation of this Agreement. The City and Glenwood Meadows have established the full and complete obligations of Glenwood Meadows with respect to on-site and off-site traffic/transportation improvements and financial contributions as set forth by Section 12 hereinbelow.

Owner does own, and the City acknowledges and ratifies such ownership herein, certain water and sewer system "Fee Credits" (specifically, 135 sewer system improvement fee credits and 135 water system improvement fee credits) arising from Owner's prior transfer to the City of certain lands for development of the Municipal Operations Center (see instruments dated December 27, 1999 "Municipal Operations Facility Site Acquisition Agreement" and January 17, 2000 "Assignment and Bill of Sale"). Owner and City shall maintain accurate records regarding Owner's use of such Fee Credits as the Property is developed.

- b. Fee-in-Lieu of School Land Dedication. Owner shall pay and the City shall accept fees in lieu of land dedication for the benefit of schools in the RE-1 School District (the "District") pursuant to Ordinance No. 34 Series of 1999 and Municipal Code Section 070.030.150. D.; or any amended version thereof in force and effect at the time of the final development permit approval of a given portion of the Property by the City. Such fees shall be applicable to the number of units proposed for all residential phases scheduled for development and shall be payable upon the issuance of a building permit for a residential dwelling unit. Owner shall have the right to seek relief from the obligation to pay such school impact fees for any "affordable housing dwelling units" or "employee housing dwelling units" provided by Owner or its assignees within the Property.
- c. Credit to Owner for Actual Development of Public Facilities. Owner is specifically entitled to a credit against any City parkland improvement fee or similar fees if eventually implemented and which would be otherwise applicable to development on the Property as follows:
 - (i) the value of land dedicated to public use and the costs of construction of pedestrian and bicycle trails within the Property as more fully described by Section 13(a) and 13 (b) below;
 - (ii) the value of land dedicated to public use and the costs of construction or Owner's contributions to the costs of construction of pedestrian and bicycle trails outside the boundaries of the Property as more fully described by Section 13(c) below;
 - (iii) the value of any "rough grading" performed by Owner, its successors and assigns, as requested by the City pursuant to the provisions of Section 15 below; and
 - (iv) the value of land, if any, dedicated by the Owner to the City for public use and enjoyment as open space, active parklands and passive parklands in

Parcel L, which lands represent a dedication in excess of the quantity of such lands otherwise required to be dedicated in support of the development on the Property.

Owner shall not be entitled to any credit against such fees for the development of commonly owned open spaces and recreation facilities within the development of Parcels A through K.

4. Conditions Precedent.

a. The provisions of this Annexation Agreement shall not be effective until the following conditions have been satisfied in full:

(1) Final approval has occurred as follows:

(a) For the purposes of this Agreement, final approval occurs on the thirtieth (30th) day following the effective date of the latest of the motion, ordinance and/or resolution by which the City Council (hereinafter "Council") approves:

(i) This Agreement;

(ii) The formal annexation of the Property to the City;

(iii) The zoning for the Property as C-1 Limited Commercial, C-2 Core Commercial, C-4 Resort Commercial, R-3 Residential and HP Hillside Preservation; and

(2) Owner and City have mutually executed and delivered this Agreement for recordation with the Garfield County Clerk and Recorder.

b. If any legal proceedings, referenda, or elections are commenced regarding any of the items specified in Section 4(a) hereinabove, and in accordance with the City's Municipal Charter, but are not favorably concluded within fifteen (15) months thereafter (subject to each party's obligations pursuant to Section 5 below), this Agreement may be terminated by either party upon written notice to the other.

c. If none of the actions addressed in Section 4(b) above is taken or commenced within such thirty (30) days, or if an election is called pursuant to said Section 4(b) and ratification thereafter made by the voters of the City, then Final Approval shall occur upon conclusion of the election.

5. Cooperation in Defending Legal Challenges. If any legal or equitable action or other proceeding is commenced by a third party: (a) within one (1) year after the Final Approval, challenging the validity of the annexation of the Property into the City or the City's zoning of the Property or the City's execution and delivery of this Agreement, Owner and the City shall defend

such action or proceeding; or (b) subsequent to such one-year period, challenging the validity of any provision of this Agreement (other than as set forth in clause (a) above), Owner and the City agree to cooperate in defending such action or proceeding, and in connection with any such action or proceeding, the City shall bear its own expenses and Owner shall bear Owner's expenses. Unless the City and Owner otherwise agree, each party shall select its own legal counsel to represent it in connection with any such action or proceeding.

6. Interim Use of Available Raw Water During Site Development. The parties agree that the developer of the Property may utilize the Atkinson Canal and associated water rights being dedicated to the City for dust mitigation and site preparation during the grading and construction activities on the Property. If the developer elects to so utilize the water structures and water rights, all cost, including but not limited to construction, maintenance and legal fees associated with such use shall be borne exclusively by said developer.

7. Deannexation. The provisions of this Agreement, as well as acceptable City zoning of the Property, are material considerations of Owner's agreement to annex the Property to the City. Therefore, in the event (a) the City fails to perform under the terms of this Agreement, or (b) Owner is unable to obtain, either before or after annexation proceedings are complete, C-1 Limited Commercial, C-2 Core Commercial, C-4 Resort Commercial and R-3 Residential zoning and/or subdivision and/or development approval (subject to limitations herein set forth) which it in its sole discretion finds acceptable, Owner and the City stipulate and agree, pursuant to C.R.S. §31-12-501, that it shall be in the best interest of the City that the Property be de-annexed from the City. In such event, the City agrees that it shall initiate de-annexation proceedings, and to take all steps necessary to effect the de-annexation. The City further acknowledges and agrees that de-annexation is not prohibited by the City Charter or Municipal Code and ordinances, and that the City will not amend its ordinances to preclude a de-annexation permitted hereunder. The parties' right to de-annex shall be in addition to those rights set forth in Section 4, above. Upon the de-annexation of the Property from the municipal boundaries and specific jurisdiction of the City, the City agrees that it shall convey, assign, transfer and quitclaim to Owner, its successors and assigns, any and all land and water rights (the public dedication of which is more fully described by Section 11 hereof) previously dedicated by Owner hereunder to the City for the public use and benefit.

8. Owner Representations. All representations of Owner set forth in its annexation petition, annexation plat, public hearings on the application for C-1 Limited Commercial, C-2 Core Commercial, C-4 Resort Commercial and R-3 Residential zone district classification, the Zoning and Development Plan and mapping and related documents shall, if accepted by the City, be considered incorporated into this Agreement as if set forth in full herein. Notwithstanding their incorporation by reference, the City makes no representations about the accuracy of such documents.

9. Site Planning/Density Limits/Plats/Subdivision Improvements Agreements. The City and Owner agree to the following terms and conditions regarding site planning, vested rights, subdivision improvements agreements (hereinafter "SIAs") or development permit agreements (hereinafter, "Development Permits") and plat recordation:



- a. Site Planning. Unless otherwise mutually agreed upon by the parties, Owner shall develop the property in eleven (11) distinct phases; each of which shall correspond, according to the surveyed zoning map described by Section 2 hereinabove, to one of the zoning parcels (A through K) generally set forth by Exhibit B and Exhibit C (hereinafter, a "Parcel" or the "Parcels"). One or more zone parcels may be commenced as a single phase of site specific planning and development, provided the developer thereof complies with all obligations of each parcel's development; to wit, the timing and amount of applicable Off-Site Transportation Improvements (Section 12 hereof), the Geotechnical Mitigation requirements (including debris flow detention facility extensions) (Section 14 hereof) and all other applicable fees and conditions of development associated with each zoning parcel. During any planned unit development ("PUD") review process, subdivision process, development permit process or other development process, Owner shall submit to the City a final plat for each encompassed Parcel, which plat shall correspond to and indicate the proposed plan of development in each Parcel of the Property (the "final plat"), which shall include, at a minimum, the intended locations and densities of such development. The parties agree that the final plat shall be recorded promptly following approval.

The City and Owner agree that, together with the application for the first subdivision and/or development on the Property, except the subdivision and or development of Parcel I, and otherwise regardless of which zoning parcel or phase is involved, an element of the approval of the final plat thereof shall be the public dedication to the City, either by such plat or by separate conveyance instrument, of the HP Hillside Preservation (Parcel L) lands. It is further agreed that such conveyance shall and does provide part of the consideration herein agreed to and accepted by the parties as support for Owner's enforceable vested rights as further described and defined in Section 10 hereinbelow. It is also agreed that the dedication and conveyance of other, future public lands and facilities (such as publicly dedicated streets and utility easements) will occur in conjunction with future subdivision and/or development application approvals.

- b. Infrastructure Easements. Regardless of Owner's schedule, Owner agrees to provide infrastructure for roads, water and sewer facilities, electrical and natural gas service, and other facilities and services as mutually agreed upon by Owner and the City Engineer to serve the Property adequately during the period(s) between development of parcels. Such infrastructure shall be provided at Owner's expense, and shall be reviewed and subject to approval by the City. Owner will loop water or sewer lines or provide other stand-alone features of such infrastructure, all as approved by the City engineer, to accomplish this goal. The City shall accept easements for such public facilities pending the actual and final public dedication of the same upon the final platting of the affected Parcel(s).
- c. Density Cap. Notwithstanding the zoning designation of the Property as: (i) a C-1 Limited Commercial zoning district (Parcels A, C, D and H on the Plan) or C-2 Core Commercial zoning district (Parcels E, F and G on the Plan), Owner agrees that it shall not plan, develop, construct or sell more than 490,000 total square feet of

commercial space (exclusive of any development which may occur within that area of the C-4 Resort Commercial zone district identified as "Hospitality" [Parcel I on the Plan], the density maximums of which are separately limited by the City's Municipal Code) within the Property; and (ii) an R-3 Residential zoning district (Parcels B, J and K of the Plan), Owner agrees not to plan, develop, construct or sell more than 475 residential dwelling units (subject to the provisions of Section 9(c)(i) below) within Parcels B, J and K.

(i) *Specific Housing Agreements between Owner and City.* The Owner and its successors-in-interest shall comply with the City's community housing requirements contained in Ordinance #24, Series of 2001, Inclusionary Residential Requirements for Affordable Housing and the applicable Guidelines, as contained in Resolution #2001-16. Glenwood Meadows further agrees that a minimum of twenty (20) dwelling units shall be developed on the Property and shall be located within the mixed-use Parcels E, F and G. Finally, the City and Owner agree that no more than three hundred (300) of the total residential dwelling units permitted hereunder shall be commercial apartment rentals as "apartments" are now or may hereafter be defined in the City's Municipal Code.

(ii) *Limitation.* The foregoing density limits shall not apply to portions of the Property conveyed to or developed as (i) governmental services facilities (including a public school district facility) or (ii) non-governmental, non-profit health and human services facilities. Except as expressly provided herein to the contrary, proposed land uses which exceed the maximum density limits established hereby and reiterated by the incorporated Zoning and Development Plan shall require the written mutual execution of a specific amendment to this Agreement. No such amendment shall be valid unless approved at a duly and properly noticed, public hearing before both the City's Planning & Zoning Commission and the Glenwood Springs City Council on the question.

- d. SIA/Development Permits and Plat Recordation. The City and Owner shall, following Council approval of the final plat of one or more of the Parcels of the Property's development, but before the final plat is recorded, negotiate acceptable terms of a separate subdivision improvements agreement ("SIA") for the Parcel(s) scheduled to proceed to development. The City shall authorize the Mayor to execute the SIA for the Parcel(s) following final plat approval. The City shall further authorize the Mayor to execute the SIAs for subsequent Parcel(s), subject to the foregoing:
- i. No SIA for any Parcel shall be recorded until all necessary documents in support of that Parcel, including a financial guarantee acceptable to the City, updated cost estimates for public improvements, and an updated title commitment, all pursuant to the Municipal Code (the "Financial Items") have been provided to the City and approved by City staff. For purposes of this Agreement, both (i) Off-Site Transportation Improvements in

accordance with the provisions of Section 12 hereinbelow and the Glenwood Meadows' Transportation Improvements Plan and (ii) Geotechnical mitigation requirements applicable to a given phase of development (including debris flow detention structure extensions) in accordance with the provisions of Section 14.a. hereinbelow, shall be deemed included within the definition of "Financial Items" requiring review and approval of the City's Community Development Director prior to recordation of the final plat of a given approved phase of development. Upon the City's receipt of the Financial Items, no public hearing shall be necessary if all City review departments approve the Financial Items without imposing conditions thereon and without recommending or requesting a public hearing. Nevertheless, the SIA for each phase of the Property's development shall be subject to Council review and approval at a regular Council meeting. Promptly following final approval and execution, the City shall record the SIA for the Parcel(s), which will thereafter proceed to be developed.

- ii. The parties agree that any filing or other numbers which appear on the final plat for the various phases of development of the Property are for reference and identification purposes only and have no bearing on the sequence in which the Property may be developed.
- iii. Owner may only sell lots on the Property located within a Parcel:
 - A. which includes within its final plat and design an identification of the lot(s) to be sold;
 - B. for which an SIA designating said lots has been executed and recorded; and
 - C. for which acceptable financial guarantees have been posted to secure construction of improvements.

In the absence of a specific "subdivision" request, the Financial Items and other obligations required hereunder may be enforced by the City through conditions of Major Development Permitting or other similar and enforceable mechanics.

- e. Compliance With Agreement and Subsequent Obligations. Owner's compliance with all requirements of this Agreement, the Plan, the Municipal Code and other governing documents incorporated herein or as part of the zoning approval process, including future SIA/Development Permit instruments, is a condition of subdivision and/or major development permit approval. Notwithstanding the foregoing or Section 10 hereinbelow, nothing herein shall constitute a guarantee, covenant or agreement that the City shall approve such application(s) in the event of non-compliance.

10. Vested Rights. In order to allow Owner a reasonable opportunity to develop the Property in accordance with this Agreement, the Zoning and Development Plan, the Final Approval and in consideration of the substantial public dedications of land as described herein and upon the attachments hereto, the development rights and uses approved thereby shall, to the extent allowed by law, constitute a "site specific development plan" under C.R.S. §§24-68-101 et seq., as amended. Subject to Owner's satisfactory completion of Parcel phases of development pursuant to this Agreement, the site specific development plan shall be vested in Owner under the following conditions:

- a. The site specific development plan shall be vested for a period of ten (10) years, beginning on the date the final plat of the first phase of development on the Property is recorded (the "Vested Period"). The Property as to which rights have been vested shall be immune from changes in the City's land use regulations for the duration of the Vested Period, subject to the below provisions.
- b. After the Vested Period expires, this Agreement shall be deemed terminated and of no further force or effect as to such phase; provided, however, that such termination shall not affect (a) annexation to and zone district designations of the Property in the City; (b) any common-law vested rights obtained prior to such termination; (c) any right arising from City permits, approvals or other entitlements for the Property which were granted or approved prior to, concurrently with, or subsequently to the approval of this Agreement; (d) any continuing obligations of Owner regarding providing services or facilities to such phase, performing covenants implied within this Agreement, or other Owner responsibilities under this Agreement, which shall survive termination; or (e) any rights of the City relating in any way to Owner's performance or nonperformance hereunder.
- c. Notwithstanding the foregoing, if Owner does not complete the items listed and intended for each phase within the time period allotted for construction of such phase pursuant to an applicable SIA, the Vested Period as to all uncompleted work on the Property in connection with the subject phase(s) shall expire, vested rights as to such uncompleted work shall be extinguished, and this Agreement shall terminate in favor of the provisions of the applicable SIA. "Completion" for the purpose of this paragraph shall mean that all work for such phase shall have been performed, submitted to the City for approval, and finally approved pursuant to applicable City subdivision and platting requirements, and that Owner properly posted financial guarantees acceptable to the City to assure completion of that phase's improvements within the time period allotted by the subject SIA.
- d. Except in instances of force majeure, the requirements of federal or state law, cases of preemption or other superior jurisdictional mandate, the City shall not initiate any zoning or land use action which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise unreasonably delay any of Owner's rights set forth in this Agreement or Owner's plans for development or zoning, as approved by the City.

- e. Notwithstanding the foregoing, the establishment of vested property rights under this Agreement shall not prevent the City from enacting and enforcing regulations of general applicability (including, but not limited to, building, fire, plumbing, electrical and mechanical codes, including the preliminary plat and final plat subdivision requirements under the Municipal Code and other City ordinances), except where the approved plans for development of the Property or state or federal regulations provide otherwise, as all of such regulations exist on the date of this Agreement or may be enacted or amended after the date of this Agreement.

11. Water Rights Dedication and Ditch Structure Conveyance. At or before the time the recordation of the final plat for the first phase of subdivision and/or development (whereupon the land zoned as HP Hillside Preservation shall be dedicated to the City for public use and enjoyment as open space, active park lands and passive park lands), but in no event later than six (6) months after the mutual execution of this Agreement, Owner shall convey by special warranty deed to the City, free and clear of all liens and encumbrances (but subject to the provisions of Section 6 hereinabove), water rights acceptable to the City, as determined by mutual agreement to be satisfactory to provide a secure, legal water supply for appropriate useful application within the proposed development contemplated by this Agreement and the Plan; provided, however, Owner's obligations in this regard shall be limited to the historic water rights owned by Owner and used on the Property. Prior to dedication, the Owner and City shall agree to the maximum needs of the contemplated uses. The water rights dedicated shall be those historically associated with the subject Property and more specifically known as priorities 105A, 107A, 228 and 594 as decreed in Case Nos. 1056, 1225, 1338 and 4033 respectively. The Owner may retain water rights which exceed the needs described above, provided that the water rights retained are junior in priority to those dedicated and that any change in the point of diversions downstream of the point of diversion utilized to service the annexed Property. In addition, the Owner hereby agrees not to oppose any application by the City for an alternate point of diversion for the dedicated water rights in order to better serve the Property and the City's needs. Owner shall be entitled to sever and maintain ownership of those water rights not necessary for the City to offset the future use on the Property. Owner shall be solely responsible for the costs associated with any legal proceedings, including those related to approval of an augmentation plan or request for change in use, arising from the retention by Owner of any portion of its present water rights. By this conveyance, Owner shall fully satisfy any and all water rights dedication requirements of the City for annexation and development of the Property as set forth in the Municipal Charter and Municipal Code and as approved by the City Council.

As an element of the consideration hereunder, Owner agrees to assign one hundred percent (100%) of its ownership interest in and to the Atkinson Canal Company to the City contemporaneous with the dedication of water rights described by this Section 11. Such assignment shall include, without limitation, all right, title and interest of the Atkinson Canal Company in any agreements, contracts, easements, rights-of-way and other appurtenant benefits.

Owner, as an element of its Master Drainage Plan and its Master Utility Plan, shall at Owner's sole cost, design a raw water irrigation system, acceptable to the City Engineer, serving the Property and adjacent City-owned lands (i.e. Community Center, MOC Site and the Parcel L property). The City shall be the owner of any such raw water irrigation system and shall pay for the

costs associated with construction of the same. Upon the City's development of a raw water irrigation system, all development within the Property shall be required to purchase such taps and pay such other fees as are generally applied to the system's use.

12. Off-Site Traffic Improvements Obligations. As an element of the City's approval of (i) Owner's Petition for Annexation, (ii) Owner's Application for Zoning and (iii) acceptance of this Agreement, the Owner has agreed to make certain improvements to the surrounding transportation system and to cooperate financially with the City on specified future transportation system improvements as described herein:

- (a) As a specific requirement of any application for a Parcel's subdivision and/or development, the Owner shall calculate the estimated number of daily trips attributable to the site specific development's intended uses and provide the City with a complete copy of said calculations for the City's records.
- (b) Owner shall cooperate with the City to obtain a CDOT Access Permit on behalf of, and in the name of the City. The City shall be provided a copy of any Access Permit granted hereunder. Said Access Permit shall describe the nature and impacts of construction and improvements affecting the Interstate 70/Midland Avenue right-of-way areas. Owner shall pay the costs of the Access Permitting process and shall comply with the terms associated therewith.
- (c) Owner shall be responsible for the design and, upon approval of the City Engineer, the construction of improvements at the intersection of Midland Avenue and Eighth Street. Said improvements shall accommodate existing and anticipated traffic as described by the Owner's Transportation Improvements Plan through intersection modification, grade modification and/or signalization. Owner and or its assigns shall be responsible for all costs of administration, design and actual construction of the approved improvements; the City shall be responsible for all necessary costs of right-of-way acquisition for the approved improvements. The improvements contemplated hereby shall be completed prior to or contemporaneous with the issuance of a final and permanent certificate of occupancy by the City's Building Department for any structure within the first Parcel of commercial and/or residential development (exclusive of any proposed subdivision and development on Parcel I). Provided, however, Owner may apply for and obtain subdivision and/or development permit approval for development on the Property in advance of the actual construction of the improvements herein described; provided however that (i) the obligation to complete the improvement is included in the Financial Items of the respective SIA(s) (see Section 9(d) above) and thereby, the performance secured, and (ii) no permanent certificate of occupancy for any structure on Parcels A, B, C, D, E, F, G, H, J or K shall be issued until the completion of said improvements; provided, however, in the event circumstances warrant, the Owner may apply for relief from the constraints of this Section 12(c) by application to the City Council. Any such relief shall be within the sole and exclusive discretion of the

City Council and may be subjected to such other conditions, as determined by the City Council at that time.

- (d) Owner shall be responsible for the design and, upon approval of the Colorado Department of Transportation ("CDOT") and the City Engineer, the construction of two (2) roundabouts or other acceptable and approved improvements at the Interstate 70 and Midland Alternate Route highway interchange at Exit 114. Said improvements shall accommodate a potential full interchange at the North and at the South sides of said Exit 114. Owner and or its assigns shall be responsible for all costs of administration, design and actual construction of the approved improvements; the City shall be responsible for all necessary costs of right-of-way acquisition for the approved improvements. The improvements contemplated hereby shall be completed prior to or contemporaneous with the issuance of a final and permanent certificate of occupancy by the City's Building Department for any structure within the first Parcel of commercial and/or residential development (exclusive of any proposed subdivision and development on Parcel I). Provided, however, Owner may apply for and obtain subdivision and/or development permit approval for development on the Property in advance of the actual construction of the improvements herein described; provided however that (i) the obligation to complete the improvement is included in the Financial Items of the respective SIA(s) (see Section 9(d) above) and thereby, the performance secured, and (ii) no permanent certificate of occupancy for any structure on Parcels A, B, C, D, E, F, G, H, J or K shall be issued until the completion of said improvements; provided, however, in the event circumstances warrant, the Owner may apply for relief from the constraints of this Section 12(d) by application to the City Council. Any such relief shall be within the sole and exclusive discretion of the City Council and may be subjected to such other conditions, as determined by the City Council at that time.

The Owner and the City have agreed to jointly pursue the recovery of any funds which may be available from CDOT or other sources to reimburse the parties for the capital costs associated with the improvements contemplated by this Section 12(d). In the event the Owner and City are able to recapture any such funds within ten (10) years of the anniversary of this Agreement, Owner or its successors and assigns shall be entitled to recover therefrom only the amount of the actual costs of design, engineering and construction for the subject off-site transportation improvement project. All other recaptured funds, regardless of their source, shall be paid to the City and applied to other City transportation improvements.

- (e) Owner shall, at the earlier of either (i) the completion of seventy-five percent (75%) of the total commercial square footage approved hereunder, or (ii) upon the request of the City Engineer following the commencement of actual construction and development on the Property (such request being evidenced by

documentation of escalating traffic counts along the Midland Avenue corridor which the City Engineer has then determined warrants the improvement of the width of the Midland Avenue Alternate Route), pay all costs of administration, design and construction for the four-laning of the section of the Midland Avenue Alternate route from the present Community Center access point at Wulfsohn Road westerly to the present MOC access point at Wulfsohn Road, inclusive. Owner's responsibility for the four-laning of said section of the Midland Avenue Alternate Route is contingent upon the City's assumption of the obligation to simultaneously pay all of the costs for the administration and design of four lanes on two (2) other sections of the Midland Avenue corridor, to wit: (i) the section from the Colorado River to Wulfsohn Road at the present MOC access point and (ii) the section from Wulfsohn Road at the present Community Center access point to the Eighth Street and Midland intersection. Owner shall contribute to City twenty-five percent (25%) of the actual construction costs for these improvements. The City shall not attribute any financial responsibility for right-of-way acquisition for the improvements hereunder to the Owner. In the event the City Engineer has not required the four-laning of these sections of the Midland Avenue corridor prior to the Owner's commencement of any part of the final twenty-five (25%) of the total approved commercial square footage on the Property, the Owner may estimate, subject to the reasonable approval of the City Engineer, the costs of all improvements contemplated hereby and pay to the City as full and final discharge of Owner's obligations under this Section 12(e) its proportionate share of the estimated costs (i.e. 100% of the costs of the four-lane construction of Midland Avenue Alternate Route adjacent and contiguous to the Property and 25% of the costs of the four-lane construction of Midland Avenue Alternate Route at the two (2) non-adjacent, non-contiguous sections as described herein).

- (f) Owner shall be responsible for one hundred percent (100%) of the costs associated with the design and construction of one new access point from the Property to Midland Avenue. The design of any such access point and roadway intersection shall require the prior approval of the City Engineer. Owner shall be responsible for one hundred percent (100%) of the costs associated with the design and construction of a new limited purpose (i.e. an unsignalized right-turn-in/right-turn-out only) access point from the Property to Midland Avenue. The design of any such secondary access point and roadway intersection shall require the prior approval of the City Engineer. Any new access points contemplated by this Section 12 (f) shall, as an element of their design and construction, incorporate a pedestrian grade separation, the design for which shall be subject to the review and approval of the City Engineer. The City may, upon the request of Owner, waive this pedestrian grade-separation obligation if the City has determined that a westward extension of the City-wide or regional trail system is not anticipated.

The City and Owner hereby agree that in the event a city-wide off-site transportation improvement fee program of general applicability within the City's municipal limits shall be hereafter duly

adopted by the City, said program of general applicability shall apply only to the development of Parcel I on the Plan.

Owner's contribution to the construction and land dedication for on-site pedestrian and bicycle trail connections, including the costs incurred in developing grade-separated crossings, shall be credited to Owner, its successors and assigns, against any other applicable fee(s) now in the Municipal Code or hereafter adopted by the City for the express purpose of improving trails and similar parkland facilities. The Owner shall be responsible for providing to the City copies of all applicable cost records for such expenditures.

13. On-Site Pedestrian/Off-Site Pedestrian Commitments, Transportation Demand Management Commitment; and Transit Commitments. The following commitments regarding pedestrian and bicycle trails development are intended to be exclusive of obligations by the Owner or a future developer with respect to sidewalks and other connections which are distinctly required by the Zoning Plan, the City Code or other applicable requirements.

- a. On-Site Hard Trail. The City and Owner have agreed that the City Rivertrail system shall be continued across the Property. Owner has agreed to design and build such a Rivertrail extension as set forth hereby in phases which correspond to the sections of such trail affected by the site specific development of the Parcels of the Property. Upon completion of any phase or section of the Rivertrail, the Owner or its successor-in interest shall dedicate a permanent easement for the Rivertrail's public use, benefit and maintenance using specific, as-built legal descriptions for such transfer of interest. Therefore, within any Parcel of the Property burdened by the existing thirty foot (30') wide underground Public Utility Easement granted by Owner to the City by that certain instrument dated August 8, 2000 (being, specifically, Parcels A, C, D, E, H and I), which Parcel is the subject of application for site specific development, the design and construction of the Rivertrail extension shall be included within such application and planning in a manner substantially in compliance with the City adopted Rivertrail Standards and at a minimum shall be designed in a quality similar to comparable existing Rivertrail improvements in the City. The estimated costs therefor shall be included in the Financial Items accompanying any approval of the Parcel's development. In the event the City desires to proceed with the design and construction of the Rivertrail extension on Parcels of the Property in advance of Owner's application for development on such Parcel(s), then at the time Owner or its successors do develop such Parcel(s), it shall be required, as a Financial Item of approval, to reimburse the City for its actual design and construction costs associated with said Rivertrail extension as determined on a per linear foot basis.
- b. On-Site Soft Trail. The City and Owner have agreed that, in conjunction with Owner's development of any section of the debris flow mitigation structures as described in Section 14 hereinbelow, and whether the actual approved location of said debris flow mitigation structure is within the Parcel L lands or within portions of the Parcels B, J or K lands, that Owner or its successors-in-interest shall design

and construct a "Soft Trail" (i.e. no asphalt or concrete) within, on or near the subject debris flow mitigation structure. The design characteristics of the Soft Trail shall, at a minimum, conform to the design characteristics of other City-owned soft trail systems within the City. In the event the City, at the time of the application for development requiring the construction of a section of the debris flow mitigation structures, determines that such a Soft Trail is, at that time, inconsistent with the City's goals, policies and plans for the public use and benefit of the Parcel L lands, then it may direct the Owner to eliminate the Soft Trail development from said application for development.

- c. Off-Site Rivertrail Contribution. The City and Owner have agreed that Owner shall be responsible for contributing fifty percent (50%) of the actual costs of constructing the section of the City Rivertrail system, or other City-adopted pedestrian connection, from the existing Community Center access point at Wulfsohn Road (commencing at Owner's eastern boundary of Parcel I) to the intersection of Eighth Street and Midland Avenue. In no event shall Owner's obligation hereunder exceed the lesser amount of either (i) fifty percent (50%) of the actual construction costs of such off-site trail project as are presently set forth by that certain Pedestrian Feasibility Study dated March 6, 2002 and conducted by OTAK on behalf of the City (the "Study"), which Study estimates a total cost for the City-adopted Alternate B solution at \$1,055,000.00 or (ii) fifty percent (50%) of the actual construction costs of such off-site trail project as determined upon completion of said project, regardless of the estimates set forth in the Study (each of the two foregoing limitations upon Owner's financial obligations are further subject to any credits for land dedication as set forth hereafter). Owner owns a 100% undivided interest in certain, presently unincorporated land situate on the northeastern boundary of the Midland Avenue Right-of-Way (commonly known and referred to as the "Wulfsohn East" parcel). Owner has agreed to grant the City an above ground permanent easement for the use of a part of the Wulfsohn East parcel for purposes of providing a safe and beneficial connection from the area of the Community Center to existing City pedestrian corridors. The value of the land dedicated to the City on the Wulfsohn East parcel, by easement or otherwise as hereafter agreed by the parties, shall be deducted from Owner's financial contribution obligations pursuant to this Section 13(c). The "value" shall include any diminution of the value of Owner's other land within the Wulfsohn East parcel, if any. In the event the parties are unable to agree as to the value of Owner's land contribution hereunder, each party shall engage a qualified, licensed appraiser to research and analyze such value. The value shall then be permanently established by the average of the two (2) appraisals. The City agrees that it shall be solely and exclusively responsible for the design and construction of the pedestrian improvements contemplated hereby and shall use all reasonable means to construct the same prior to the commencement of development on the Property; provided, however, that the City further agrees that it shall not unreasonably withhold any subsequent Permits or other development approvals based upon the City's inability to timely complete such trail/pedestrian path construction.

- d. West Property Park and Ride Land Reservation. Owner has agreed to reserve from development, for a period not to exceed five (5) years after the mutual execution of this Agreement, a section of land, not to exceed two and one-half (2.5) acres in size at the west end of Parcel A on the Property (hereafter, the West Park and Ride Site”), for the possible acquisition by the City or other appropriate governmental entity through purchase, exchange or other mutually agreeable mechanism of transfer, for the express use of such West Park and Ride Site as a public park-and-ride/transit facility. In the event the City, or other appropriate governmental authority as assignee of the City’s rights hereunder, does not notify Owner or its successors and assigns in writing, on or before the established deadline described immediately above, of its intention to exercise the acquisition of the West Park and Ride Site, Owner shall be relieved from any obligation hereunder to further reserve the Site. In determining the price of the West Park and Ride Site, the parties shall either (i) agree to a price, or (ii) each party shall retain the services of a qualified, licensed Colorado real estate appraiser to appraise the value of the land as such land was zoned immediately prior to the annexation of the Property (Garfield County zone district A/R/R/D), with such value escalated for the passage of time during the reservation period at a rate equal to the published Denver/Boulder Consumer Price Index established as of the date of final annexation and adjusted annually on each anniversary thereof; the average of the appraised value by each appraiser shall be deemed the purchase price for the governmental acquisition of the West Park and Ride Site.
- e. East Property Transit Center. This Agreement shall obligate the Owner and/or eventual developer of the land within Parcel I of the Property to negotiate in good faith, at the time of site specific development application, for the dedication to the City of an adequate land area, not to exceed one (1) acre, and location therefor for the City or its agent’s development of a transit center facility and attendant parking area. In the event the City and Owner are unable to reach agreement as to the location, size and dedication of such a transit facility and parking area within the proposed development of Parcel I, then, upon the approval of a site specific development proposal for Parcel I, the Owner or its successors and assigns shall make a mandatory contribution to the City in an amount equal to the value of one (1) acre of land within said Parcel I as determined by mutual agreement or as determined by the average of two appraisals; one such appraisal shall be commissioned by the City and one such appraisal shall be commissioned by the Owner, its successors and assigns. In the event the parties do agree on a mutually acceptable size and location for the transit center and parking area, the City shall accept transfer of the site following the issuance of appropriate development approvals and the City shall accept sole and exclusive responsibility for the costs of designing and constructing the facility. The City agrees that any such development of a public transit center and parking area shall comply with all applicable underlying design criteria established by this Agreements and the exhibits hereto in addition to any applicable Municipal Code requirements.

14. Public Improvements/Geotechnical Mitigation Improvements and Maintenance Obligations. All public improvements required by the Plan, including the development of internal public streets and public utility line extensions, shall be included and subject to performance and financial guarantee requirements referenced in the respective SIA(s)/Development Permit(s). Additionally, at the time a final plat is recorded, Owner shall commit to the dedication, conveyance and assignment to the City all public improvements within the subject phase, together with any land, by deed or easement instrument acceptable to the City, necessary to accommodate such public improvements, and shall, upon completion and acceptance by the City of said public improvements, so dedicate, convey and assign the same in perpetuity. Finally, Owner shall dedicate or convey such public improvements by bill of sale or special warranty deed, free and clear of any liens or encumbrances which would prevent the City from using said public improvements or associated land for their intended purposes.

- a. Specific Geotechnical Mitigation Improvements Obligations. All land use and development undertaken on the Property shall comply with the recommendations and requirements of both the Geotechnical Analysis Summary prepared by High Country Engineering, dated September 17, 2001, as amended, and the Drainage Summary prepared by High Country Engineering, dated September 17, 2001, as amended; both of which were reviewed by the office of the Colorado Geological Survey and were incorporated into the City's approval of the Plan. Copies of each report are maintained in the records of the City. More specifically, any application for development of any phase of development on the Property shall, at a minimum, comply with the following conditions and recite the same as a plat note on the recorded plat instrument:

"Foundation/Grading Requirements. Preliminary soils investigations encountered low density and compressible silty sand and gravel debris fan deposits. These soils are hydro-compressive and tend to settle under load when wetted. Subsurface wetting is likely to occur as the result of surface runoff, irrigation and leaky utilities, therefore measures to mitigate settlement shall be required as a part of the site development. Foundation and grading requirements are as follows:

- a. Foundations for the site may include driven or drilled pile, reinforced mat, spread footings placed on either pre-wetted soils or structural backfill.
- b. Site Grading shall be performed prior to building pad and foundation construction. Site grading and building pad construction should be performed as early as possible to allow for settlement.
- c. The ground surface should be sloped at a minimum of 5% for the first ten feet away from foundations in all directions in unpaved areas and 2.5% in paved areas.
- d. The Owner shall be responsible for submitting an engineer certified soils report that includes a section on paving requirements. The soils report should include moisture and compaction requirements, excavation and backfill requirements, evaluation of swell and consolidation potential, slope stability and foundation recommendations for structures. The pavement section of the report should include traffic loadings, sub-grade preparation and pavement recommendations. This report must be submitted

and approved prior to beginning either foundation construction or roadway/parking lot construction.

Surface/Subsurface Drainage Requirements.

Downspouts and drains should discharge outside the limits of the backfill.

Landscape requiring irrigation should be placed a minimum of ten feet from foundation walls.

An under-drain system will be required for all below-grade construction.

Utility Construction

- a. Wet utilities will be required to utilize restrained joints throughout the project limits.

Debris Flow Mitigation

- a. It is anticipated that the project area will be developed in phases. Each individual phase will be required to construct debris flow mitigation measures in accordance with the Debris Flow Mitigation Plan prepared for the entire development and as approved by the City Engineer. In the event the City desires to proceed with the design and construction of a portion or all of the structures required by the Debris Flow Mitigation Plan, as may be amended from time to time with the approval of the City, upon the lands identified as Parcel L of the Property in advance of Owner's application for development, then at the time Owner or its successors do develop such any Parcel(s) which would have required, as an element of development the construction of such debris flow mitigation structures, such Owner or its successor shall be required, as a Financial Item of approval, to reimburse the City for its actual construction costs associated with said debris flow mitigation structure(s), together with interest on such costs, from the time expended by the City to the time of such reimbursement, at a rate equal to the local construction price index.
- b. Debris flow mitigation measures for the project include diversion ditches, berms and debris detention basins located along the southwest perimeter of the property.
- c. The Owner's Association or a special district will be responsible for maintenance of the debris flow mitigation measures. Maintenance should include removal of debris following an event and routine mowing.
- d. The Owner's Association or a special district will be responsible for irrigation of the slopes until permanent vegetation has been established.

Rockfall

- a. Rockfall hazards are limited to those areas identified in the Geologic and Preliminary Geotechnical Investigation Glenwood Meadows Glenwood Springs, Colorado prepared by CTL Thompson dated February 1, 2000. There is not a potential rockfall hazard associated with the development of this Property. The only rockfall hazard identified for the area is to the west of the land zoned for future development near the existing City Municipal Operations Center site.”

Additionally, as an element of Owner’s obligation to submit a Master Drainage Plan and a Master Debris Flow Mitigation Plan as set forth under Section 2 hereinabove, such plans submitted to the City shall specifically include (i) an analysis of acceptable outfall corridors from the low points in all identified detention basins, (ii) an analysis of the preferred routes for such flows from the basins to be conveyed through the Property to existing or improved drainage facilities along the north boundary of the Property, and (iii) an analysis of the capacity of the aforementioned existing or improved drainage facilities and related conveyance structures which are intended to deliver excess moisture to the Colorado River. All of the foregoing data shall be reviewed and approved by the City Engineer prior to the issuance of any building permit on the Property.

15. Open Space and Park Land Dedication. In full and complete compliance with relevant park land public dedication and open space public dedication requirements referenced in the Municipal Code, Owner will dedicate the area zoned as HP Hillside Preservation, shown on the Plan as Parcel L, to the City at final plat recordation for the first phase of land use on the Property. Neither the Owner nor its successors-in-interest shall be required by the City to develop any portion of the publicly dedicated lands for active recreation purposes, except as may be otherwise hereafter agreed as an element of the development of Parcel K of the Property’s development (Owner or its assigns shall “rough grade” the area of Parcel L, adjacent to said Parcel K and the City’s Community Center, for no more than two (2) baseball/softball fields, upon the direction of the City if such direction is provided to Owner prior to commencement of Owner’s initial grading for the development of Parcel K of the Property). In partial consideration of the dedication of the Parcel L lands, the City has agreed to plan and develop a permanent water source retention structure for the benefit of indigenous wildlife; such structure shall be developed by the City, subject to the necessary appropriation of funding, following the dedication of the Parcel L land by Owner. The City agrees that its acceptance of the dedication of such lands shall be deemed a “governmental use” (as defined by the Glenwood Springs’ Municipal Charter) of the same and thereby prohibits the City from conveying any of the publicly dedicated property to a third party without first submitting the matter to an election of the City’s voters. Nothing contained herein is intended to limit or prevent the City from developing some or all of the public dedication lands for the use and benefit of the public as the City may deem appropriate and advisable in the future.

The City shall convey to the Owner or its successors-in-interest in providing, at the time of actual dedication of the HP zoned lands, a mutually acceptable, non-specific, easement for the development within the publicly dedicated land of (i) the geotechnical mitigation structures to be constructed and maintained by the Owner, or a special district established by Owner and assigned such responsibility, pursuant to the general description of such structures set forth by the Zoning and

Development Plan application materials provided by High Country Engineering, and maintained in the records of the City, (ii) any reasonable and necessary street and utility easements (i.e. for the connection of Wulfsohn Road between Parcels A and C as set forth by the Plan) and (iii) any reasonable and necessary street or public utility easements connecting Wulfsohn Road to Parcel K of the Property, which streets and/or utility easements shall require the review and approval of the City Council. The actual location of such geotechnical mitigation structures shall require the prior approval of the City, which approval shall not be unreasonably withheld. After completion of the actual construction of such geotechnical mitigation structures and any features attendant thereto (i.e. a Soft Trail), an amended permanent easement, complete with as-built legal descriptions, shall be executed by the parties and recorded in the Garfield County Clerk and Recorder's Office.

All "commonly-owned" parklands and open space within the Parcels A through K, shall be owned and maintained by the Owner and/or the developer thereof, its successors, an association or a special district.

16. Establishment of Special District(s) and Owners' Association/Downtown Development Authority Incorporation Petition.

- (a) Owner agrees that it shall undertake the establishment of a drainage and erosion control special district for the purposes of managing and maintaining in perpetuity all Property drainage and debris flow mitigation functions. The City agrees to join such district to the extent of the City's proportional ownership of land and improvements on the Property which benefit from the geotechnical protections of said structures.
- (b) Owner agrees to form, or have formed, a property owners' association as soon as practicable and agrees to include the City, upon the City's written request, as a third party beneficiary with respect to the association's enforcement of Covenants, Conditions, Restrictions, Declarations or other regulations governing the property owners or common areas within the Property, including but not limited to the ability to impose assessments or penalties for noncompliance therewith. At a minimum, the formed association shall include within in its adopted Covenants, Conditions and Restrictions, the recommendations of the Colorado Division of Wildlife ("CDOW") as set forth by letter dated October 1, 2001 and maintained on file with the City; provided, however, neither the Owner nor any association hereafter formed, shall be responsible for any land dedications or indemnification as referenced in said CDOW letter. In the absence of the prior formation of a special district responsible for the maintenance of debris flow mitigation structures within the Property, either (i) the Owner or (ii) such a property association shall be formed with the specific responsibility for such maintenance obligations.
- (c) Owner agrees that within one (1) year after the effective date of annexation of the Property to the City as described by Section 4 hereof, but in no event later than the filing of the first application for subdivision and/or development, Owner or its successor-in-interest shall petition for inclusion within the boundaries of the Glenwood

Springs Downtown Development Authority (hereafter, the "DDA"). The DDA shall, at its discretion, forward such petition to the City Council for approval or disapproval, in whole or in part, of the request for inclusion. This provision in no way obligates the City to include any or all of the Property in the boundaries of the DDA. Should the City choose not to include all or any part of the Property in the boundaries of the DDA at the time of initial petition by Owner for inclusion, the City shall not be precluded from consideration of the same matter at some point in the future.

17. Provisions Exclusive. The City and Owner acknowledge and agree that this Agreement contains all basic requirements of Owner concerning the provision of water and sewer service to the property, potential joint development of a raw water irrigation system, public open space dedication, and public park land dedication, utilities, infrastructure, water rights dedications and other matters expressly addressed under this Agreement. Additional reasonable specifications and regulations may be imposed by the City upon Owner during the subdivision or development approval processes with regard to these enumerated items as well as other items, as appropriate.

18. Breach by Owner; City's Remedies. In the event of any default or breach by Owner of any term, condition, covenant or obligation under this Agreement, the Owner shall be notified immediately in writing. The City may take such action as it deems necessary to protect the public health, safety, and welfare; to protect lot buyers and builders, and to protect the citizens of the City from any and all damages and/or injury to persons and/or property. The City's remedies include:

- a. The refusal to issue to Owner any building permit or certificate of occupancy; provided, however, that this remedy shall not be available to the City until after the affidavit described in subparagraph b. below has been recorded. This remedy shall not affect sales to bona fide purchasers nor be applied to bona fide purchasers;
- b. The recording with the Garfield County Clerk and Recorder of an affidavit, approved in writing by the City Attorney and signed by the City Manager or his designee, stating that the terms and conditions of this Agreement have been breached by Owner. At the next scheduled Council meeting, the Council shall either approve the filing of said affidavit or direct the City Manager to file an affidavit stating that the breach, or default, has been cured. Upon the recording of such an affidavit, no further lots or parcels may be sold within the Property until the default has been cured. The execution and filing of an affidavit by the City Manager or his designee and approved by the Council stating that the default has been cured shall remove this restriction;
- c. A demand that the security given for the completion of the public improvements be paid or honored;
- d. The refusal to consider further development plans within the Property; and/or
- e. Any other remedy available at law or in equity.

Unless necessary to protect the immediate health, safety, and welfare of the City or City residents, the City shall provide Owner thirty (30) days' written notice of its intent to take any action under this paragraph during which thirty-day period Owner may cure the breach described in said notice and prevent further action by the City. Furthermore, unless an affidavit as described in this paragraph has been recorded with the Garfield County Clerk and Recorder, any person dealing with Owner shall be entitled to assume that no default by Owner has occurred hereunder unless a notice of breach has been served upon Owner as described above, in which event Owner shall be expressly responsible for informing any such third party of the claimed default by the City.

19. Breach By City; Owner's Remedies.

- a. A "breach" or "default" by the City under this Agreement shall be defined as:
 - i. any zoning or land use action by the City which would alter, impair, prevent, diminish, impose a moratorium on development, or unreasonably delay the development or use of the Property as set forth in the Zoning and Development Plan, and specifically excluding any non-discriminatory regulatory actions, inaction, or circumstances beyond the reasonable control of the City; or
 - ii. the City's failure to fulfill or perform any material obligation of the City contained in this Agreement.
- b. If any default by the City under this Agreement is not cured as described herein, Owner shall have the right to pursue the defaulting party's remedies allowable by Colorado law, subject to the limitations herein. Although C.R.S. Sections 24-68-101 et seq. allow for certain monetary damages in the event of City breach or default, Owner's sole remedies hereunder shall be to enforce the City's obligations under this Agreement by an action for any available equitable remedy, including, without limitation, specific performance or mandatory or prohibitory injunction. Each remedy provided for in this Agreement is cumulative and is in addition to every other remedy provided for in this Agreement.

20. Miscellaneous.

- a. Expenses. The costs and expenses associated with the recordation of this Agreement shall be paid by Owner.
- b. Waiver of Defects. By executing this Agreement, Owner waives all objections it may have concerning defects, if any, in the formalities whereby it is executed, or concerning the power of the City to impose conditions on Owner as set forth herein, and concerning the procedure, substance, and form of the ordinances or resolutions adopting this Agreement.

c. Final Agreement. This Agreement supersedes and controls all prior written and oral agreements and representations of the parties regarding annexation and zoning of the Property and is the total integrated agreement between the City and Owner as to those limited matters.

d. Modifications. This Agreement shall not be amended, except by subsequent written agreement of the City and Owner.

e. Captions. The captions in this Agreement are inserted only for convenience and in no way define, limit, or prescribe the scope or intent of this Agreement or any part thereof.

f. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors, and assigns. Further, the terms and conditions of this Agreement shall constitute a covenant running with the land.

g. Invalid Provision. If any provisions of this Agreement shall be determined to be void by any court of competent jurisdiction, then such determination shall not affect any other provision hereof, all of which other provisions shall remain in full force and effect. It is the intention of the parties hereto that, if any provision of this Agreement is capable of two constructions, one of which would render the provision void, and the other of which would render the provision valid, then the provision shall have the meaning which renders it valid.

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

i. Attorneys' Fees; Survival. Should this Agreement become the subject of litigation between the City and Owner, the prevailing party shall be entitled to attorneys' fees and costs of suit actually incurred, including expert witness fees. All rights concerning remedies and/or attorneys' fees shall survive any termination of this Agreement.

j. Authority. Each person signing this Agreement represents and warrants that he, she or they is/are fully authorized to enter into and execute this Agreement, and to bind the party represented to the terms and conditions hereof.

k. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which, when taken together, shall be deemed one and the same instrument.

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

Notice to City:

City of Glenwood Springs
Michael Copp, City Manager
806 Cooper Avenue
Glenwood Springs, CO 81601

With copy to:

Teresa Williams, Esq.
City Attorney
806 Cooper Avenue
Glenwood Springs, CO 81601

Notice to Owner:

Glenwood Meadows, L.L.C.
Attn: Robert Macgregor
525 East Cooper
Aspen, CO 81611

With copy to:

Thomas J. Hartert, Esq.
802 Grand Avenue, Suite 303
Glenwood Springs, CO 81601

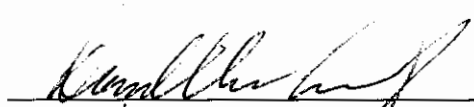
m. Nothing contained herein, or in any Exhibit hereto, shall affect or impair the City's powers of eminent domain or other similar authority.

n. Gender. Whenever the context shall require, the singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

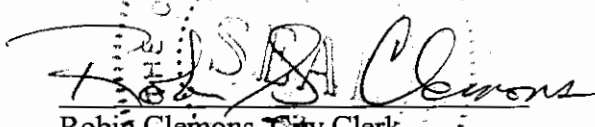
WHEREFORE, the parties hereto have executed duplicate originals of this Agreement on the day and year first written above.

**CITY OF GLENWOOD SPRINGS,
COLORADO**

By


Duane L. Vanderhoof, Mayor

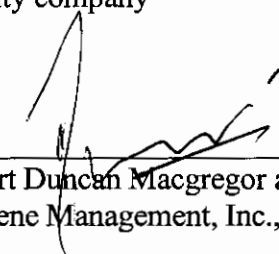
ATTEST:


Robin Clemons, City Clerk

COLORADO

GLENWOOD MEADOWS, L.L.C., a Colorado
limited liability company

By


Robert Duncan Macgregor as President of
Dunrene Management, Inc., the Manager

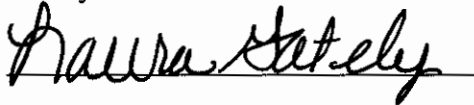
STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

Acknowledged, subscribed, and sworn to before me this 23rd day of August, 2002,
by Donald Vanderhag, as Mayor, and by Robert S. Clemons, as Clerk, on
behalf of the City of Glenwood Springs, Colorado.

WITNESS my hand and official seal.

My Commission expires: MY COMMISSION EXPIRES 11/28/2005

Notary Public





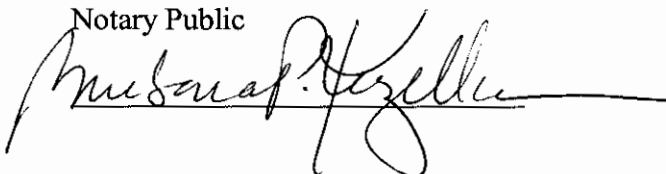
STATE OF COLORADO)
) ss.
COUNTY OF GARFIELD)

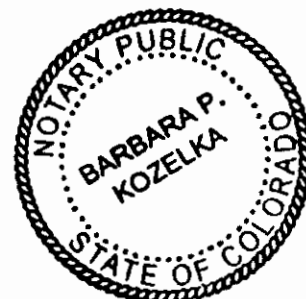
Acknowledged, subscribed, and sworn to before me this 18th day of September, 2002,
by Robert Duncan Macgregor as President of Dunrene Management, Inc., the Manager of
Glenwood Meadows, L.L.C.

WITNESS my hand and official seal.

My Commission expires: 10/26/2005.

Notary Public







616063 12/06/2002 01:20P B1414 P553 M ALSDORF
28 of 83 R 416.00 D 0.00 GARFIELD COUNTY CO

LIST OF EXHIBITS

Exhibit A	Property Description (from Annexation Plat – 345 acres)
Exhibit B	Zoning Map
Exhibit C	Zoning and Development Plan

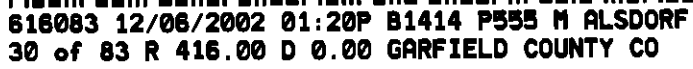
EXHIBIT "A"

ANNEXATION DESCRIPTION

A PARCEL OF LAND SITUATED IN THE S1/2S1/2 OF SECTION 5, THE SE1/4SE1/4 OF SECTION 6, THE NE1/4NE1/4 OF SECTION 7, THE N1/2 OF SECTION 8 AND THE NW1/4NW1/4 OF SECTION 9, TOWNSHIP 6 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 5, THE POINT OF BEGINNING; THENCE S75°55'37"W A DISTANCE OF 1316.16 FEET; THENCE N01°07'55"E A DISTANCE OF 582.48 FEET; THENCE N90°00'00"E A DISTANCE OF 1265.15 FEET; THENCE S30°38'55"E A DISTANCE OF 522.34 FEET; THENCE S19°31'13"E A DISTANCE OF 160.53 FEET; THENCE S12°53'54"E A DISTANCE OF 181.17 FEET; THENCE N47°17'45"E A DISTANCE OF 1171.28 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1260.00 FEET AND A CENTRAL ANGLE OF 10°27'43", A DISTANCE OF 230.07 FEET (CHORD BEARS N65°22'14"W 229.75 FEET); THENCE N63°26'47"E A DISTANCE OF 283.45 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 137.50 FEET AND A CENTRAL ANGLE OF 24°20'19", A DISTANCE OF 58.41 FEET (CHORD BEARS N51°16'35"E 57.97 FEET); THENCE N63°30'55"E A DISTANCE OF 61.83 FEET; THENCE S70°03'24"E A DISTANCE OF 42.54 FEET; THENCE N19°56'36"E A DISTANCE OF 75.00 FEET; THENCE N70°03'24"W A DISTANCE OF 522.96 FEET; THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 337.50 FEET AND A CENTRAL ANGLE OF 28°23'27", A DISTANCE OF 167.24 FEET (CHORD BEARS N84°15'08"W 165.53 FEET); THENCE S81°33'05"W A DISTANCE OF 198.69 FEET; THENCE ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 1260.00 FEET AND A CENTRAL ANGLE OF 01°42'55", A DISTANCE OF 37.72 FEET (CHORD BEARS N31°49'38"W 37.72 FEET); TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY OF MIDLAND AVENUE; THENCE N62°28'35"E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 262.30 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N70°48'52"E A DISTANCE OF 233.79 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 400.00 FEET AND A CENTRAL ANGLE OF 19°48'21", A DISTANCE OF 138.27 FEET (CHORD BEARS N80°43'04"E 137.58 FEET); THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S89°22'47"E A DISTANCE OF 220.22 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S04°05'51"W A DISTANCE OF 84.94 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S88°21'25"E A DISTANCE OF 29.12 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N84°12'24"E A DISTANCE OF 200.33 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N13°23'18"E A DISTANCE OF 18.04 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S79°22'12"E A DISTANCE OF 693.85 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S15°25'14"W A DISTANCE OF 81.35 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S72°50'58"E A DISTANCE OF 30.90 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S87°49'17"E A DISTANCE OF 164.69 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N47°19'34"E A DISTANCE OF 37.65 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S74°59'10"E A DISTANCE OF 294.83 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S08°06'53"E A DISTANCE OF 62.58 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S77°46'27"E A DISTANCE OF 150.75 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N14°20'16"E A DISTANCE OF 62.19 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S79°08'31"E A DISTANCE OF 369.05 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S18°40'31"E A DISTANCE OF 29.17 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S66°03'20"E A DISTANCE OF 143.01 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N25°40'28"E A DISTANCE OF 42.89 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S74°19'33"E A DISTANCE OF 339.00 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S76°23'22"E A DISTANCE OF 559.87 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1190.00 FEET AND A CENTRAL ANGLE OF 53°10'47", A DISTANCE OF 1104.51 FEET (CHORD BEARS S48°18'54"E 1065.29 FEET); THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S21°43'32"E A DISTANCE OF 179.06 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S68°16'28"W A DISTANCE OF 31.36 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S23°26'58"E A DISTANCE OF 78.05 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY N68°16'28"E A DISTANCE OF 29.01 FEET; THENCE CONTINUING ALONG SAID RIGHT-OF-WAY S21°43'32"E A DISTANCE OF 613.97 FEET; THENCE LEAVING SAID RIGHT-OF-WAY S62°49'19"W 292.63 FEET; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 760.00 FEET AND A CENTRAL ANGLE OF 24°24'13", A DISTANCE OF 323.70 FEET (CHORD BEARS S75°01'26"W 321.26 FEET); THENCE S27°10'41"E 147.90 FEET; THENCE S82°49'19"W A DISTANCE OF 281.27 FEET; THENCE S16°27'24"E A DISTANCE OF 1206.11 FEET; THENCE N89°15'16"W A DISTANCE OF 3719.58 FEET; THENCE N01°13'52"E A DISTANCE OF 1360.08 FEET; THENCE N88°45'05"W A DISTANCE OF 1367.66 FEET; THENCE N01°04'56"E A DISTANCE OF 1368.90 FEET; TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 344.473 ACRES, MORE OR LESS.



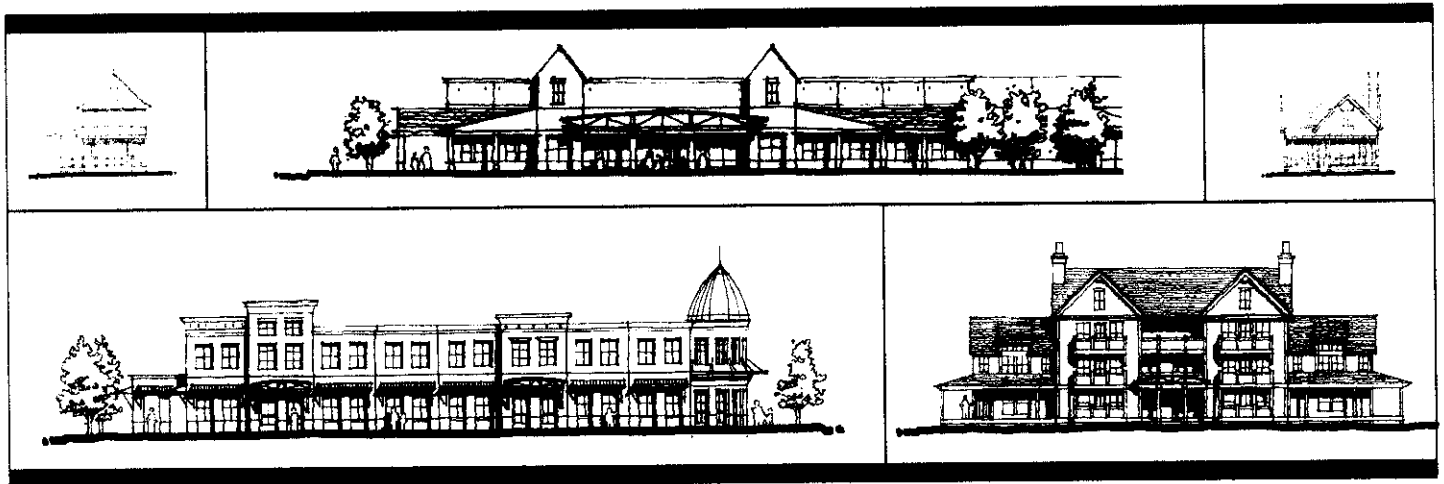




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31 of 83 R 416.00 D 0.00 GARFIELD COUNTY CO

ZONING AND DEVELOPMENT PLAN

GLENWOOD MEADOWS



Glenwood Meadows, LLC

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I. Introduction

A. PROJECT BACKGROUND

Glenwood Meadows is an approximately 345-acre parcel of unincorporated land surrounded on three sides by the municipal limits of Glenwood Springs, Colorado ("City"). The Midland Alternate Route, a 100 foot wide public right-of-way, serves as the northern border to the site and two new City facilities are under construction on the east and west ends; a new community center to the east of Glenwood Meadows and a municipal operations facility to the west of the site. While Red Mountain serves as a backdrop to the site on the south, it is not owned by or a part of the Glenwood Meadows' zoning application and development plan. The subject property, which is owned by Glenwood Meadows, L.L.C. was historically referred to as the "Wulfsohn" property.

Glenwood Meadows is situated west of the core of Downtown Glenwood Springs and directly across the Colorado River from the significant neighborhoods and commercial operations of West Glenwood. Glenwood Meadows and the City's Community Center are highly visible from Interstate 70, the primary entry point to the City from both the east and the west. Despite its juxtaposition with the City, Exit 114 to Interstate 70, the Midland Alternate Route and the two City facilities mentioned, Glenwood Meadows currently resides in the jurisdiction of Garfield County, Colorado. Prior to the completion of the Midland Alternate Route and the City's adoption of its Land Use Plan, annexation of the land was not feasible.

When the oil shale industry collapsed in the early 1980's, the then owner of the site, Union Oil Company, considered various development options. In the mid-1980s, Union Oil Company and the City of Glenwood embarked on negotiations for the joint development of the site as a municipal golf course, residential and commercial venture. The efforts failed, as did two subsequent attempts to pass open space and recreation tax measures aimed at the City's ability to purchase portions of the site.

In 1996, Glenwood Land Company, LLC purchased the property from the Union Oil Company. Approximately two years later Glenwood Meadows, LLC, the current owner of the property, acquired the land. Shortly thereafter, Glenwood Meadows undertook a land exchange with the City of Glenwood Springs, which provided the city with 37.24 acres for use as a Community Center. The city subsequently annexed the Community Center site and has provided a public access point to the property, which is currently under construction. This access point will be shared when the remaining property is developed. In early 2000, the City of Glenwood Springs and Glenwood Meadows undertook another land transaction by which the city acquired an additional 35.57 acres for development of a Municipal Operations Center (MOC). The MOC site was thereafter annexed and the City created a second public access point to Glenwood Meadows, which is also under construction. In addition to the City development of the MOC facility, the site west of Glenwood Meadows is also planned to provide the base operational facility for the newly organized Rural Transportation Authority ("RTA").

Regardless of how Glenwood Meadows is developed (i.e. for residential, commercial, mixed-use purposes, through the jurisdiction of either Garfield County or the City), Glenwood Meadows is entitled to use both City developed access points as well as two other access points along the Midland Route. Further, Glenwood Meadows has legal rights to utilize the City's municipal sewer and potable water systems.

For the past two years the City and Glenwood Meadows have mutually expressed their desire to annex the land to the City and to subject the property to stringent criteria which would result in the highest quality of future development specifically planned to address the present and future needs of the community as a whole. Through extensive discussions with City staff, it was determined that seeking "enhanced" traditional zoning for the property (traditional zoning with additional development standards and more restrictive uses) would be a more effective tool than the P.U.D. process to achieve the highest quality of future development. This decision was based on the fact that through the traditional zoning process; additional development standards and use restrictions could be applied to traditional zone districts in order to achieve a high level of development quality without the unnecessary analytical and administrative confusion of a cumbersome P.U.D. process. This Zoning Plan, together with the associated Annexation and Development Agreement and the additional information provided represents the culmination of these efforts.

B. STATEMENT OF PURPOSE AND INTENT

This Zoning Plan is intended to serve as a supporting document for the accompanying Annexation Agreement in order to establish appropriate zoning for the 12 individual development parcels within the overall site. In addition, the Zoning Plan establishes standards for the property to ensure that future planning and construction quality remains high, regardless of the phasing of development on different parcels. The following goals serve as the basis for this Zoning Plan and development standards. The goals were identified during an unprecedented and invaluable public hearing process, through community meetings dating back to the original adoption of the City's Comprehensive and Land Use Plans, during work sessions with City staff, citizen committees, the Planning Commission, and City Council members as items to be addressed by this Zoning Plan.

Land Use

- *Promote Glenwood Springs as the governmental hub and the local/tourism service center of the Roaring Fork and Colorado River Valleys.*
- *Establish Glenwood Meadows not as a development, but as a new Glenwood Springs neighborhood with housing opportunities, jobs, shopping, hospitality, and recreation.*
- *Enhance the City's Community Center project through placement of adjacent zoning for uses that include active and passive open areas as well as for tourism and hospitality.*

Development Quality

- *Preserve, maintain, and enhance the visual qualities of the west entrance to Glenwood Springs.*
- *Focus neighborhood retail around pedestrian-oriented streets to break up larger commercial uses.*
- *Provide development standards that supplement from the City's standard development regulations, encouraging creative, quality design.*

Housing

- *Provide a mix of housing types and densities within the Glenwood Meadows neighborhood.*

Open Space and Natural Amenities

- *Balance the quantity of development on the site with the natural characteristics of the site.*
- *Maximize dedicated open space and integrate open space corridors throughout the Glenwood Meadows neighborhood, minimizing impacts to existing site vegetation.*

Transportation

- *Encourage the allocation of future traffic west of the core Downtown and provide a West Glenwood mass transit option.*
- *Promote directed investment, through any development, aimed at the restoration and enhancement of the City's transportation infrastructure through adoption of an Off-Site Transportation Improvements Fee Program.*

C. RELATIONSHIP TO GLENWOOD SPRINGS COMPREHENSIVE PLAN

Vision

The Glenwood Springs Comprehensive Plan provides the community with a tool for managing its long-term growth and character. Ensuring that the goals and ideals of the Comprehensive Plan were addressed was a critical component of this zoning plan. The following excerpt from the City's Vision Statement outlined in the Comprehensive Plan echoes the overall development vision for Glenwood Meadows.

"The City of Glenwood Springs desires to maintain its small town character and preserve its cultural and natural resources...to achieve directed and balanced development, social and economic diversity and address its transportation needs."

Maintaining Small Town Character

Today, the City consists of a series of individual neighborhoods. While these neighborhoods vary in their size, appearance, and mix of uses, they all function as part of the greater community; each providing different types of housing, shops, employment, and recreational opportunities. This proposed zoning plan focuses on establishing Glenwood Meadows as a new and independent neighborhood that contributes to the small-town character of Glenwood Springs and community need for housing and commercial services. Keeping this appealing character and scale in mind, the plan is focused around a central retail core designed to invoke an intimate, pedestrian-oriented feeling enhanced by plazas, seating areas, and public art. These smaller retail uses will flank the center's two regional commercial anchors along Market Street and Wulfsohn Road, helping to create a more inviting and active space. Other spaces along Wulfsohn will provide offices and additional neighborhood-type retail to serve the adjacent neighborhoods, which will provide a variety of housing types and prices, ranging from apartments to town homes, duplexes, and single-family homes. The plan has been designed so that none of the residences are located farther than ¼ mile away from the retail core, which will give the neighborhood a friendly, walk able scale similar to that found in many of Glenwood's existing neighborhoods. A small employment campus will also contribute to the "small town" feeling of the neighborhood, providing the opportunity for individuals to live near their jobs, reducing commute time and local traffic. Hospitality uses are located across from the new Community Center where both will be easily accessed by adjoining neighborhoods and downtown. Each of the uses identified in the proposed zoning plan has been specified within the Land Use Plan as an appropriate "Regional Use", as designated for the Glenwood Meadows site.

Preserving Natural Resources

Another core community value that has been integrated into the development plan is the careful treatment of the site's natural resources. In fact, approximately 215 acres, or +/- 62 percent of the site will be dedicated as open space and parkland, providing recreational opportunities, such as hiking trails or a public golf venue. The public dedication of this significant parcel of land is specifically designed to provide direct public access to the area through sections of major contiguity with existing publicly owned property at the Community Center and MOC sites. The dedication land

also specifically provides direct connection to the surrounding BLM land adjacent to it in compliance with the direction of the Glenwood Springs Comprehensive Plan.

The site's topography and dramatic Red Mountain backdrop make it highly visible from major roadways, such as I-70, State Highway 6&24 and the Midland Alternate Route as each enters Glenwood Springs from the east and west. Glenwood Meadows is also visible from other areas of Glenwood Springs where a higher elevation provides a birds-eye vantage of the site. A thick Gambel Oak stand, which blankets the upper 2/3's of the site providing scenic value and wildlife habitat, is another of the site's significant natural features. Each of these factors was given strong consideration in the development of the proposed zoning plan. As a result, the residential neighborhoods at the southern edge of the site have been focused below the 6000-foot Urban Development Boundary contour. Not only does this protect the scenic quality of the site, but also leaves much of the Gambel Oak stand intact.

Addressing Transportation Needs

Transportation is another component of the Land Use Plan that was an important consideration during the development of the zoning plan. The plan strives to provide a mix of uses within a walk able proximity of one another to minimize short automobile trips. However, it is acknowledged that some uses, such as the retail and employment components will draw from a more regional customer base, generating additional trips along the Midland Alternate Route. Perhaps more significant, though, is that the location of the site on the western fringe of Glenwood Springs will be serving a market that currently must travel through downtown along the often congested Grand Avenue to reach similar uses on the south side of town, or even further south in neighboring communities, potentially minimizing the need for many of these cross-town trips. The project will provide funding for several necessary road improvements along the Midland Alternate Route that will result in improved future traffic conditions. The specifics of this are addressed in the Annexation Agreement. With these proposed road improvements, an efficient traffic flow would be maintained. In addition, the compact form of the development plan was conceived with the intention of being able to efficiently incorporate future bus service and future regional rail connections into the community. The plan provides the flexibility, not to exceed 2.5 acres, at the west end of Parcel A for the construction of a park and ride/transit facility. The park and ride would be complemented by the site's retail uses and the potential for limited shared parking where appropriate.

II. Authority

These standards shall apply to all property contained within the approved Glenwood Meadows Annexation Plat and the Annexation Agreement. The regulations and requirements shall become the governing standards for review, approval, and modification of all development activities occurring on the Glenwood Meadows site. Provisions of this guide shall prevail and govern the development of Glenwood Meadows superseding existing zoning ordinances. The proposed zoning regulations and design standards are intended to be more restrictive than the underlying Municipal Code standards.

The Glenwood Springs zoning ordinance shall apply where the provisions of this guide do not address a specific subject.

III. Zoning Map

IV. Zoning Districts

There are 12 distinct parcels within Glenwood Meadows. Each of these parcels falls within one of 5 zoning categories according to the City of Glenwood's Zoning Ordinance: Multi-family Residential District (R-3), Limited Commercial District (C-1), Core Commercial District (C-2), Resort District (C-4), and Hillside Preservation (HP). The actual boundaries of the parcels may be modified during the preliminary and final design of each area, prior to approval by the City. A table of prohibited uses for each zone district is provided in the Appendix of this document.

The following table provides a brief summary of each zoning category as it applies to individual parcels identified on the zoning map on the following page:

Parcel	Zoning	Acreage	Percentage
A (Mixed-Use Campus)	C-1	20	6%
B (Residential Neighborhood)	R-3	11	3.25%
C (Commercial)	C-1	11	3.25%
D (Commercial)	C-1	12	3%
E (Mixed-Use)	C-2	7.5	2%
F (Mixed-Use)	C-2	7	2%
G (Mixed-Use)	C-2	5	1.5%
H (Commercial)	C-1	13	4%
I (Hospitality)	C-4	10	3%
J (Residential Neighborhood)	R-3	17	5%
K (Residential Neighborhood)	R-3	17	5%
L (Open Space)	HP	214	62%
TOTAL:		345	
Residential Total: 475 units			
Commercial Total: 490,000 square feet			

*Acreages are subject to change upon completion of final legal descriptions.

*Parcels include all road-rights-of way and open space setbacks from Midland Avenue.

V. General Development Standards

A. GENERAL INTENT

The intent of these General Development Standards is to establish an indigenous style and high level of development quality for Glenwood Meadows that is derived from and builds upon established neighborhoods in Glenwood Springs. These standards set the framework for a new, mixed-use neighborhood that strives to incorporate the most desirable features of Glenwood's most appreciated areas, such as the downtown core and its attractive, pedestrian-friendly residential neighborhoods. In order to identify these desirable features, existing neighborhoods and developments throughout Glenwood Springs and the Western Slope were evaluated and "dissected" for successful site and building design elements. The result of this evaluation are these standards for character defining features such as appropriate building mass, scale, and materials based on lessons learned, both positive and negative. The standards also establish a cohesive pedestrian and vehicular circulation network within and between neighborhoods, a unified landscape theme for streetscapes and common open space areas, and general standards for parking, and signage. These standards have been developed to provide an additional level of quality to Glenwood Meadows, not required within the City Code, and will be applied *in addition to* those existing standards.



B. APPLICABILITY

These General Development Standards shall apply to *all* development within Glenwood Meadows, including C-1 (Commercial), C-2 (Mixed Use), C-4 (Hospitality), and R-3 (Mixed-Use Campus and Residential Neighborhoods). *These standards shall be applied in addition to standards outlined in the City of Glenwood Springs Municipal Code.*

C. SITE LAYOUT AND DEVELOPMENT PATTERN

1. Intent

The intent of these standards is to ensure that all non-residential and residential development on the site works creatively within the site's natural constraints, such as slope, geologic hazards, and significant vegetation.

2. General

- a) The siting of all buildings shall respond to existing site features to minimize the need for retaining walls, excavation, and other unnecessary site disturbances. Non-residential zones are purposefully located near primary roads on land with lesser degrees of slope.

D. BUILDING DESIGN

1. Intent

These standards are intended to encourage creative, quality commercial and residential building design that utilizes a variety of design techniques to break up larger building masses and emphasizes a pedestrian orientation at the street level.



2. Non-Residential

- a) No single-user building footprint shall exceed a maximum of 130,000 square feet of enclosed floor area, nor shall the total useable area of any one user exceed 130,000 square feet.

- b) Buildings shall have recessed, highly visible customer entrances that feature no less than 2 of the following:

- (1) Canopies or porticos;
- (2) Overhangs, recesses/projections;
- (3) Arcades;
- (4) Distinctive roof forms;
- (5) Arches;
- (6) Outdoor patios;
- (7) Display windows;
- (8) Planters or wing walls that incorporate landscaped areas and/or places for sitting.



- c) For buildings less than 60,000 square feet, two or more of the following design elements shall be incorporated for each 30 horizontal feet of a building façade or wall. For buildings equal to and greater than 60,000 square feet, two or more of the following elements shall be incorporated for each 50 horizontal feet of a building façade or wall:

- (1) Changes in color, texture, or materials;
- (2) Projections, recesses, and reveals, expressing structural bays, entrances, or other aspects of the architecture with a minimum change of plane of 4-6 inches;
- (3) Arcades or pergolas providing pedestrian interest;
- (4) Trellises with vines, or
- (5) An equivalent element that subdivides the wall into human scale proportions.

- d) Building facades or walls that face public



streets, adjacent developments, or connecting pedestrian frontage shall be subdivided and proportioned along 60% of their horizontal length using features such as:

- (1) Windows;
 - (2) Entrances;
 - (3) Arcades;
 - (4) Awnings; or
 - (5) Other such features.
- e) Parapet walls shall be incorporated when a flat roofline is required. The design or height of the parapet shall include a minimum of one change in setback or height along each 60 lineal feet of façade.
- f) Sloping roofs shall have a minimum of one of following elements incorporated into their design for each 60 lineal feet of roof:
- (1) Projecting gables;
 - (2) Hips;
 - (3) Horizontal/vertical breaks; or
 - (4) Other similar techniques.
- g) Sloping roofs shall be integrated into the building architecture and shall be consistent with the characterized architectural style.
- h) Sloping roofs shall be used at entries and other prominent features to add prominence. Other features intended to accent entries may be considered.
- i) Intense, bright, or fluorescent colors shall not be used on any roof area visible from a public or private right-of-way or open space.

3. Residential

- a) A building's special architectural features and treatments shall not be restricted to a single façade. All sides of a multi-family building open to view by the public, whether viewed from public or private property, shall display a similar level of quality and architectural interest.
- b) All multi-family buildings shall be designed to provide complex massing configurations with a variety of different wall planes and roof planes. Plain, monolithic structures with long, monotonous, unbroken wall and roof plane surfaces are prohibited. At least every 50 linear feet, wall planes shall contain offsets or setbacks with a differential in horizontal plane of at least 5 feet.
- c) The maximum length of a multi-family building shall be 125 feet.
- d) All elevations on multi-family buildings shall contain windows.



An eave or overhang of at least 12-inches shall be provided on the perimeter of all residential buildings, except gable roof ends, where an 8-inch overhang shall be required. For additional specificity, see Section X.

E. BUILDING MATERIALS

1. Intent

The intent of these standards is to establish a palette of high-quality building materials to be used to add texture, color, and visual interest to the overall development.

2. Non-Residential

a) One or more of the following building materials shall be incorporated into a structure's design:

- (1) Stucco;
- (2) EIFS (Exterior Insulation and Finish Systems);
- (3) Brick;
- (4) Stone (cultured and natural);
- (5) Tinted, textured and integral color masonry block.

b) Exterior building materials shall not include the following:

- (1) Smooth-faced gray concrete block, painted concrete block, tilt-up concrete panels;
- (2) Field-painted or pre-finished standard corrugated metal siding; or
- (3) Standard single or double tee concrete systems.

c) Ribbed metal siding is prohibited as a primary exterior surface material. It may be used as trim material covering no more than 10% of the façade.

d) Exterior building material shall be continued down to within 9 inches of finished grade on any elevation.

e) High-intensity primary, metallic, or fluorescent colors are prohibited on any roof area visible from any public or private property.

f) All sloping roof areas with a pitch of 3:12 or greater, and visible from any public or private right-of-way, shall be surfaced with attractive and durable materials such as:

- (1) Concrete, clay, or slate tiles; or
- (2) Seamed architectural metals such as tin or copper; or
- (3) Asphalt shingles.



3. Residential

- a) One or more of the following building materials shall be incorporated into a structure's design:

- (1) Split shakes;
- (2) Rough-sawn wood; or
- (3) Board and batten wood.

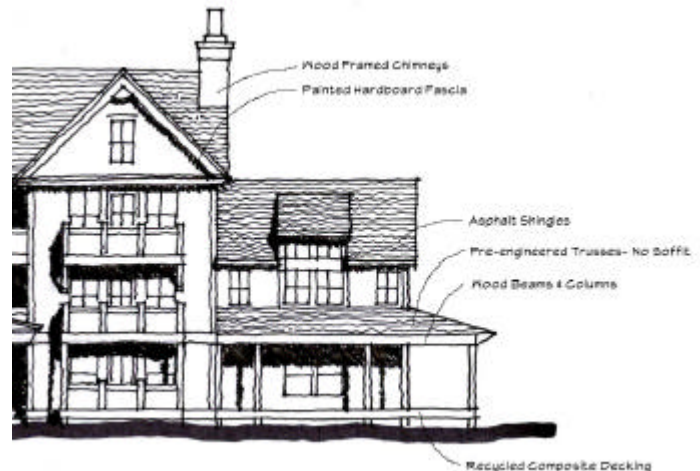
- b) Exterior building materials shall not include the following:

- (1) Concrete block (including split face and ground face block), or

- c) High-intensity primary, metallic, or fluorescent colors are prohibited on any roof area visible from any public or private property.

- d) All sloped roofs visible from the ground or from a surrounding property shall be clad with one of the following:

- (1) High profile composition shingles; or
- (2) Seamed architectural metals.



F. VEHICULAR AND PEDESTRIAN CIRCULATION AND ACCESS

1. Intent

The intent of these standards is to create a hierarchy of streets within Glenwood Meadows that efficiently facilitate traffic flow, yet are designed to discourage speeds and volumes that impede pedestrian activity.

2. Vehicle Access and Circulation

- a) Traffic calming devices, such as bulb-outs or curb extensions, traffic calming circles, and narrower street widths shall be used in residential neighborhoods to discourage through traffic and excessive speeds.
- b) To the maximum extent feasible, common or shared service and delivery access shall be provided between adjacent parcels and/or buildings.
- c) Internal vehicle circulation patterns shall provide a clear and direct path to the principal entrance of the primary building, to outlying pad sites where applicable, and to each parking area.
- d) Internal vehicle circulation patterns shall provide the most direct vehicular route(s) between the development site's main entrance and the primary building's main customer entrance.
- e) Main drive aisles shall be continuous and connect to the main entrance to the development site.



- f) Internal intersections shall have adequate sight lines, design geometrics, and/or traffic controls to minimize accident potential.

3. Pedestrian Access and Circulation

- a) Continuous sidewalks or trails shall provide connections to and between:
 - (1) The primary entrance or entrances to each building, including pad site buildings;
 - (2) All parking lots or parking structures that serve such buildings;
 - (3) Any sidewalks or walkways on adjacent properties that extend to the boundaries shared with the development;
 - (4) Any public sidewalk system along the perimeter streets adjacent to the development;
 - (5) Adjoining land uses;
 - (6) Any greenway on or adjacent to the property; and
 - (7) Other community amenities or gathering spaces.
- b) Covered shelters shall be provided at transit shuttle sites in locations as determined by the landowner and the City.



G. PARKING

1. Intent

The intent of these standards is to minimize the visual impacts of large blocks of parking, both from within the development and from other areas of Glenwood Springs that, because of their higher elevation, view Glenwood Meadows from above, by breaking it into a series of smaller “rooms”. These rooms may be defined by landscaped medians, pedestrian walkways, or tree plantings.

2. General

- a) Parking quantities shall be no less than current city requirements, unless specifically noted otherwise.
- b) Structured parking is strongly encouraged. Incentives shall be provided to the maximum extent feasible.
- c) To the maximum extent feasible, parking shall be distributed between the front, sides, and rear of a building to further break up large parking areas.
- d) In addition to the above standard, the visual appearance of parking blocks shall be further mitigated through the establishment of a shady canopy created by orchard plantings or regularly spaced tree diamonds within each parking block.
- e) The use of terracing to further break up parking areas is strongly encouraged where grade changes allow. Where terracing is utilized, the standards for retaining walls and



terracing outlined in Section V.H.6, shall be applied.

- f) The above standards shall be applied in addition to the standards outlined in Section V.H. Landscaping and Screening.

H. LANDSCAPING AND SCREENING

1. Intent

The intent of these standards is to provide a high quality appearance for building sites, rights-of-way, parks, and open spaces within Glenwood Meadows. These standards exceed City of Glenwood requirements in some cases in order to enhance the appearance and pedestrian-oriented feeling of all development in Glenwood Meadows. For instance, additional landscape coverage is required for parking areas in order to ensure that the visual impacts of parking on this highly visible site are adequately mitigated by generally improving the appearance of these areas from both within the site and from surrounding neighborhoods with a birds-eye view of Glenwood Meadows. In addition, the spacing of required street tree plantings are significantly smaller than those required in the City Code. This again, is intended to further enhance the appearance of the overall project and to create an inviting environment for pedestrians.



2. General

- a) All landscape areas shall comply with City of Glenwood Springs Municipal Code in addition to these regulations.
- b) Landscape architectural design elements shall relate to the physical site and built structures. A combination of evergreen plantings and other landscape elements, as defined in Table 1-Landscape Requirements, shall be used to screen and buffer service areas, mechanical features and break up large lengths of building walls.
- c) Unless prohibited by a particular site's geologic mitigation requirements, building foundations shall be planted with ornamental plant material, such as ornamental trees, flowering shrubs and perennials, and ground covers and shall include a variety of plant materials to provide year round interest.
- d) Development entryways shall be planted with ornamental plant material, such as ornamental trees, flowering shrubs and perennials, and ground covers.
- e) Planting shall be massed and scaled as appropriate for the entryway size and space.
- f) Landscaping shall break down in scale and increase in detail, color, and variety to mark entryways into developments.
- g) All turf areas within individual sites shall be established by sodding. Un-manicured natural areas may be seeded when adjacent to open space as a transition to turf areas.
- h) Due to the site's soil conditions and the arid nature of the Glenwood climate, xeric or low-water plant materials shall be required.
- i) The use of the following xeriscape principles shall be required:

- (1) Grouping plants with similar water requirements together;
 - (2) Utilizing mulch and soil amendment to reduce irrigation requirements;
 - (3) Utilizing drip irrigation where possible to minimize run-off from sprinklers; and
 - (4) Restricting the amount of water consumptive sod.
- j) Irrigation systems shall be professionally designed to limit water consumption. The use of moisture sensors to reduce water consumption shall be encouraged.
 - k) Each owner or owner's association shall be responsible for the maintenance and repair of all site landscaping, including common open space areas.
 - l) Landscaping and maintenance shall comply with the Glenwood Meadows Geotechnical Mitigation Requirement.

3. Streetscape Improvements

- a) Landscaping, decorative paving, and/or other site amenities shall be required to promote and enhance a comfortable pedestrian scale and orientation of the property.
 - b) The property between curb and the adjacent property line shall be landscaped according to Table 1-Landscape Requirements or paved with decorative paving in heavily used pedestrian areas, such as Market Street and Wulfsohn Road, or be treated with some combination of the two alternatives. Approval of all paving materials shall be subject to review by the Architectural Review Committee.
- 
- c) Streetscape shall be developed in a consistent manner and be reviewed as part of the overall development permit, if areas within the pod are developed separately, the design shall be consistent with that previously approved.
 - d) Trees selected from the plant list in this document shall be required within the back of curb landscaping strip. Such trees shall be planted every 40 feet maximum on center or depending on species at some other distance to ensure their proper spacing so as to develop a continuous canopy when mature.
 - e) Streetscape plantings shall be provided according to Table 1-Landscape Requirements. Variations in the tree species used from street to street are encouraged to avoid creating monocultures of trees. Landscape in the right-of-way and on individual sites is subject to review by the City of Glenwood Springs and any Design Review Committee of an owner's association.

4. Site Furnishings

- a) Site furnishings, including, but not limited to: benches, seating, trash receptacles, bike racks, lighting fixtures and tree grates shall be incorporated with the theme of the building's architecture. All materials shall be considered and approved by any Design Review Committee of an owner's association and be in conformance with the City of Glenwood Springs Standards and these regulations.

5. Parking Lot Landscaping

- a) For lots with less than 20 spaces, a minimum of 10 percent of the total uncovered parking area, including access ways, shall be devoted exclusively to landscaping. For lots with twenty or greater spaces, a minimum of 20 percent of the total uncovered parking area, including access ways, shall be devoted exclusively to landscaping.
- b) Required parking area interior landscaping shall be distributed in such a configuration so as to divide groups of parking spaces. No grouping of parking spaces shall exceed 8 in a row.
- c) Parking lot edges shall be screened from public streets and sidewalks, public open space, and adjacent properties.
- d) Landscaped islands shall be planted with ground cover or sod and a minimum of 2 deciduous trees (minimum caliper of 3 inches) per 200 square feet of landscaped island area.
- e) Where a landscaped setback of at least 25 feet is not present, the perimeter of all parking lots shall be screened from adjacent streets, public sidewalks, and adjacent uses, with the exception of the area reserved as a site triangle at intersections, by either of the following methods:
 - (1) A berm 3 feet high with a maximum slope of 2:1 in combination with coniferous and deciduous trees and shrubs, as specified in table V.H.9.a, or
 - (2) A low continuous landscaped hedge at least 3 feet high consisting of a double row of shrubs planted 3 feet on center in a triangular pattern; or
 - (3) A low decorative masonry wall at least 3 feet high in combination with landscaping; or
 - (4) A combination of any of these methods.
- f) Non-living ground cover, such as wood, bark, and rock mulches, decorative stone, brick or concrete paving, shall not exceed 20 percent of the required landscaped area.

6. Retaining Walls

- a) Use of designed retaining walls shall be encouraged to reduce the slope and to provide planting pockets or terraces for revegetation and landscaping.
- b) Retaining walls may be permitted to support slopes but shall not exceed 10 feet in height in commercial areas or 6 feet in height in residential areas from the finished grade without stepping back a minimum of 3 feet between walls to create a terraced effect.
- c) No more than three tiers of retaining walls, as described above, shall be permitted to create terracing on a slope. Terraces created between retaining walls shall be permanently landscaped or revegetated and shall not exceed a 2:1 slope.
- d) Retaining walls shall be constructed of or faced with stone or earth-colored materials, or a material compatible with the primary building materials. Railroad ties, timber, and gabion-type retaining walls are prohibited. Retaining walls shall not exceed 50 feet in length without providing an offset at least 12 inches.
- e) All exposed retaining walls shall be textured or colored.



7. Detention/Retention Ponds/Debris Channels

- a) Detention/retention ponds and debris channels shall be visually integrated into the surrounding landscape.
- b) Embankment slopes shall not exceed a 2:1 ratio.

8. Plant Materials

- a) To meet the above standards, Plant Materials shall be chosen from the Plant List provided in the Appendix of this document. Xeric or low-water plant materials shall be utilized to the maximum extent feasible.

9. Landscape Requirements

- a) For the purposes of meeting the requirements in the table below, appropriate screening shall mean plant material, a low wall, or combination to provide an opaque barrier between the street and the adjoining use to be screened.

Use	Residential Neighborhood	Mixed-Use	Commercial	Hospitality	Mixed-Use Campus
Required Open Space	40%	15%	15%	30%	30%
Open Space Planting	▪ 1 tree/1200 s.f. ▪ 4-shrubs/1200 s.f.	▪ 1 tree/500 s.f. ▪ 4-shrubs/500 s.f.	▪ 1 tree/1000 s.f. ▪ 4-shrubs/1000 s.f.	▪ 1 tree/1000 s.f. ▪ 4-shrubs/1000 s.f.	▪ 1 tree/1000 s.f. ▪ 4-shrubs/1000 s.f.
Setbacks Buffers Screens	▪ 1 tree/25 l.f. ▪ 1/3 deciduous 2/3 evergreen ▪ 10 shrubs/25 l.f.	▪ 1 tree/25 l.f. ▪ 1/3 deciduous 2/3 evergreen ▪ 10 shrubs/25 l.f.	▪ 1 tree/25 l.f. ▪ 1/3 deciduous 2/3 evergreen ▪ 10 shrubs/25 l.f.	▪ 1 tree/25 l.f. ▪ 1/3 deciduous 2/3 evergreen ▪ 10 shrubs/25 l.f.	▪ 1 tree/25 l.f. ▪ 1/3 deciduous 2/3 evergreen ▪ 10 shrubs/25 l.f.
Midland Avenue ROW	N/A	▪ 1tree/40 l.f. ▪ Irregular spacing	▪ 1tree/40 l.f. ▪ Irregular spacing	▪ 1tree/40 l.f. ▪ Irregular spacing	▪ 1tree/40 l.f. ▪ Irregular spacing
Wulfson Road ROW	▪ 1tree/35 l.f. ▪ Irregular spacing	▪ 1tree/35 l.f. ▪ Regular spacing	▪ 1tree/35 l.f. ▪ Irregular spacing	▪ 1tree/35 l.f. ▪ Irregular spacing	▪ 1tree/35 l.f. ▪ Irregular spacing
Internal Neighborhood Streets	1 deciduous tree/35 l.f. Evenly spaced	▪ 1 deciduous tree/40 l.f. Evenly spaced	▪ 1 deciduous tree/35 l.f.	▪ 1 deciduous tree/35 l.f.	▪ 1 deciduous tree/35 l.f.

Table 1—Landscape Requirements

I. SERVICE AREA AND MECHANICAL/UTILITY EQUIPMENT SCREENING**1. Intent**

The intent of these standards is to minimize the visual and noise impacts created by service areas and mechanical equipment on surrounding uses and neighborhoods from public rights-of-way, surrounding high elevation neighborhoods, and adjacent uses within Glenwood Meadows.

2. Service Areas

- a) No areas for outdoor storage, trash collection or compaction, loading, or other such uses shall be located within 20 feet of any public street, public sidewalk, or internal pedestrian

walkway.

- b) Loading docks, truck parking, outdoor storage, trash collection, trash compaction, and other service functions shall be incorporated into the overall design of the building and landscaping so that the visual and acoustic impacts of these functions are fully contained and out of view from adjacent properties and public streets.
- c) Screening materials shall be the same as, or of equal quality to, the materials used for the primary building and landscaping.

3. Mechanical/Utility Equipment

- a) Mechanical/utility screening shall be an integral part of the building structure and architecture and not give the appearance of being "tacked on" to the exterior surfaces.
- b) All mechanical, electrical, and communications equipment, including but not limited to air-conditioning, heating and soft water tanks, television antennas, satellite dishes, security apparatus, transformers, electric and gas meters, shall be integrated into the building design, screened from public view, or when appropriate, enclosed in a suitable structure.
- c) Roof-mounted equipment shall be contained within a completely enclosed structure. Such structure shall be an integral part of the building's architectural design and shall use materials compatible with those used on the façade of the building. However, if it can be demonstrated that the roof mounted equipment shall be screened or shall be placed such that the equipment can not be viewed or silhouetted in profile from public vantage points and neighboring properties, this may be considered as an alternative by the City.
- d) Roof mounted equipment shall be clustered to the maximum extent feasible.
- e) Roof mounted equipment shall utilize neutral colors and/ or materials that are compatible with adjacent natural or constructed colors.
- f) A decorative wall constructed of materials compatible with the overall architectural design of the development and softened with landscaping shall screen ground-mounted equipment.

J. OPEN SPACE AND PARKS

1. Intent

The intent of these standards is to provide an interconnected network of open spaces and parks within non-residential and residential areas of Glenwood Meadows as well as to provide a high level of visual interest and a variety of recreational and leisure opportunities within a short walk of each residence in Glenwood Meadows.

2. General

- a) Open spaces and parks within Glenwood Meadows shall include traditional, urban gathering spaces such as a village green, plaza, or town square in addition to a network of pathways and informal trails that help integrate the built environment of the neighborhood with adjacent open space and the natural environment. Appropriate locations for the above amenities shall be determined in part by the type of use they are integrated with.
- b) Existing trees and vegetation shall be preserved whenever possible to act as buffers between adjoining developments and as site amenities within the neighborhood.

3. Non-Residential

a) Outdoor Spaces

- (1) Pedestrian-oriented outdoor spaces shall be placed near activity generating uses, such as street corners, shops, stores, offices, day care, and dwellings.
- (2) To the maximum extent feasible, outdoor spaces shall be linked and visible from streets and sidewalks.
- (3) Sculpture, fountains, kiosks, or shelters shall be prominently placed in outdoor spaces.
- (4) In developments with multiple buildings, outdoor spaces and landscaped areas shall be integrated into an overall open space system in conjunction with streets and connections and not merely assembled from residual land remaining after buildings and parking lots have been sited.



b) Community Amenities

- (1) A minimum of 1,000 s.f. of community amenities, open areas, and public gathering places per 50,000 s.f. of Commercial building area or a percentage thereof. This shall be considered a component of the landscape requirements as referenced in Section H.9. Community amenities may consist of any of the following:
 - (a) Patio or plaza with seating area;
 - (b) Mini-parks, squares, or village greens;
 - (c) Water feature,
 - (d) Clock tower;
 - (e) Public art;
 - (f) Any other, similar deliberately shaped area and/or focal feature that, in the City's judgment, adequately enhances such community and serves as a gathering place.
- (2) All community amenities within a commercial development shall be an integral part of the overall design and within easy walking distance of major buildings, major tenants, and any transit stops.

4. Residential

a) Common Open Space

- (1) Common open space shall be organized to create integrated systems of open space that connect with the following types of lands located within or adjacent to the development:
 - (a) Dedicated public park or greenway lands;
 - (b) Other dedicated open spaces;
 - (c) Common open space located within or adjacent to the development;
 - (d) Portions of the trail and open space system;
 - (e) Neighborhood retail and commercial centers; and
 - (f) Adjacent employment centers.

Common open space with pedestrian access shall be reasonably accessible to all of the residents of the Glenwood Meadows:

- (2) Where provided, access to common open space shall be a minimum of six feet wide and shall be located where such access is visible to dwelling units and shall not be isolated by walls, screening, landscaping, or any other kind of barrier that would prevent resident surveillance of the open space.
- (3) If an applicant constructs recreational facilities in the common open space as a community amenity, such recreational facilities shall be constructed in accordance with applicable city standards regarding, but not limited to, size, siting, use, materials, and similar matters.
- (4) Where common open space is bordered by private rear or side yards, opaque fences and walls shall not be erected in such yards bordering the open space. Open style fences, with a maximum 50% opacity (e.g., post and rail), shall be allowed on the perimeter of open space.

b) Parks

- (1) One neighborhood park shall be provided within each residentially zoned parcel or "neighborhood". Each park shall be at least 1 acre in size.
- (2) Each neighborhood park shall be located where the network of local streets provides access and where direct pedestrian and bicycle access are provided from adjacent uses.
- (3) Neighborhood parks shall be located in a visible, secure setting that is easily observed from streets. Rear facades of multi-family dwellings that do not contain building entrances shall not abut more than two sides of the park's perimeter.
- (4) Each neighborhood park shall contain one or more of the following features:
 - (a) Multi-use areas;
 - (b) Community gardens;
 - (c) Walking paths;
 - (d) Plazas;
 - (e) Pavilions;
 - (f) Picnic tables;
 - (g) Benches; or
 - (h) Other similar features for various age groups to enjoy.

K. SIGNAGE

1. Intent

The intent of these standards is to provide consistent, high quality signage for Glenwood Meadows. All signage must be reviewed and approved by the Architectural Review Committee prior to permit application and must conform to all City of Glenwood Springs standards.

2. General

- a) Each building group, user, or tenant shall be allowed at least one sign on the primary storefront elevation, providing such signage meets these standards and does not exceed the ordinance and requirements of the City of Glenwood Springs.
- b) Signage placed at locations other than site locations and/or storefront elevation (such as rear and side wall locations) shall be considered provided that the total square footage allowance of all signage does not exceed the total aggregate area allowed by requirements of the City of Glenwood Springs Code.
- c) All attachment devices, wiring, clips, transformers, lamps, tubes, and other mechanisms for signs shall be concealed.
- d) Permanent signage may be illuminated providing it is designed so the source is not visible.

Individual internally lit channel letter signs or accent lighting, which is incorporated to enhance the signage, is acceptable. All signage lighting shall conform to lighting standards provided by the City of Glenwood Springs.

- e) Each tenant shall provide signage at its expense and shall apply for and obtain their individual signage permits and approvals from the City of Glenwood Springs.

3. Freestanding Signs

- a) No individual sign shall exceed 200 square feet in area nor shall the total sign area of any tenant exceed 600 square feet.
- b) The placement of all signs shall be based on visibility and legibility. All freestanding identification signs shall be integrated into the surrounding landscape with good visibility to approaching vehicular traffic.
- c) All freestanding signs shall be set back a minimum of 10 feet from the edge of curb and/or property line and six feet from all sidewalks.
- d) Freestanding signs shall not be placed within the site triangle of an intersection as defined in the City of Glenwood Springs Code.
- e) The information contained on freestanding identification signs shall be limited to company and corporate logos, and may include building names and addresses.



4. Regulatory Signs

- a) The basic design and mounting heights of regulatory signs shall follow Federal Highway Administration standards.

5. Building Mounted Signage

- a) Building mounted signage shall be allowed only for commercial developments for the specific purpose to provide identification to the tenant.
- b) Signage style shall be as approved by the Architectural Review Committee.

6. Colors and Materials

- a) The Architectural Review Committee shall consider all colors for approval.

7. Informational/Directional

- a) Informational/directional signs shall be designed to conform to the proportions shown in these guidelines and shall not have a sign face which exceeds 20 square feet.
- b) The number of informational/directional signs may vary by site, but shall be sufficient to accommodate both vehicular and pedestrian traffic.
- c) Informational/directional signs for motorists shall be located between 100 and 200 feet from intersections.
- d) Signs for pedestrians shall be placed at decision points in parking lots, in plazas, and where highly traveled walkways intersect.

L. LIGHTING

1. Intent

The intent of these standards is to ensure that building, site, street, and signage lighting is sensitive to adjoining uses and is compatible with the overall development character in terms of scale and design.

2. General

- a) All development shall be in compliance with the City of Glenwood Spring's Lighting Standards or comparable document as provided by the City.

VI. Development Standards: Parcel "A", Mixed-Use Campus (C-1)



A. GENERAL INTENT

The intent of these standards, when combined with the General Development Standards, is to provide a framework for the development of a quality office and business park for Glenwood Springs. The Campus is envisioned to accommodate a variety of office, research and development activities in addition to complementary secondary uses such as restaurants, convenience shopping, childcare and housing. Additionally, the Campus is intended to function as an integral part of the overall Glenwood Meadows development, providing a range of employment opportunities for nearby residents.

B. APPLICABILITY

These standards shall apply to all development within Parcel "A", Mixed-Use Campus as defined on the accompanying Zoning Map. These standards shall be applied in addition to standards outlined in Section V., General Development Standards and in the City of Glenwood Springs Municipal Code.

C. SITE LAYOUT AND DEVELOPMENT PATTERN

1. Intent

The intent of these standards is to encourage the creation of a park-like campus environment within the mixed-use campus zone and to ensure that non-residential uses within the mixed-use campus environment provide appropriate height and scale transitions to adjacent or adjoining residential uses.

2. General

- a) All uses shall be carried out within completely enclosed buildings or structures, except for off-street parking and loading areas.

3. Landscaping

- a) All open space areas shall be landscaped according to Table 1-Landscape Requirements.

D. BUILDING DESIGN

1. Intent

The intent of these standards is to create a cohesive, office park environment through the use of common materials, architectural features, and colors.

2. General

- a) See Section V. General Development Standards.

3. Orientation

- a) Buildings shall be oriented towards the adjacent street or towards the center of a campus or park-like development block with an internal framework of outdoor spaces or connecting walkway.

4. Transition

- a) Buildings abutting a residential area shall provide a gradual transition in height and scale to minimize conflicts between uses.

E. MIX OF USES

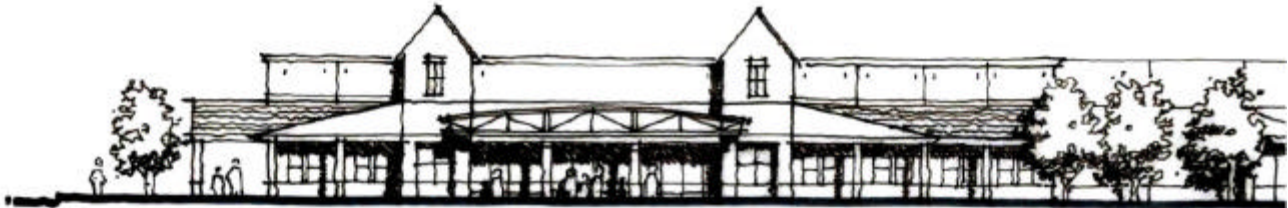
1. Intent

The intent of these standards is to provide general standards for appropriate percentages and locations of supporting uses within the mixed-use campus environment. Secondary uses are envisioned to include restaurants, convenience shopping, childcare, housing, or similar uses to complement primary office and research and development activities.

2. General

- a) All supporting uses shall be visually and functionally integrated into an overall plan that emphasizes the primary uses of office and employment uses.
- b) Retail uses shall not occupy more than 25 percent of the total gross area of the zone district.

VII. Development Standards: Parcels "C", "D", and "H"-Commercial (C-2)



A. GENERAL INTENT

The intent of these standards is to achieve a high quality, pedestrian-friendly commercial core within Glenwood Meadows. This core will be anchored by large format retail anchors such as a grocery store and/or discount store and will be supplemented with a variety of smaller retail businesses. The purpose of this zone district is to serve both the needs of regional consumers for goods and services and the day-to-day needs of the surrounding residential neighborhoods in a functional and inviting environment that strays from the typical auto-oriented designs found in many commercial centers. The district is intended to function as an integrated center of activity within the overall Glenwood Meadows development through the establishment of clear pedestrian and vehicular circulation patterns and through transitions in the scale and character of development where they abut adjacent uses.

B. APPLICABILITY

These standards shall apply to all development within Parcels "C", "D", and "H", Commercial as defined on the accompanying Zoning Map. *These standards shall be applied in addition to standards outlined in Section V., General Development Standards and in the City of Glenwood Springs Municipal Code.*

C. SITE LAYOUT AND DEVELOPMENT PATTERN

1. Intent

The intent of these standards is to ensure that primary and secondary retail uses utilize careful building placement and orientation to create and enhance an active, attractive, pedestrian environment within the commercial core of Glenwood Meadows. Primary Commercial Buildings will serve as "anchors" for the commercial and mixed-use zones. These larger uses will be flanked by a variety of supporting, pedestrian-oriented retail storefronts and secondary commercial uses located on pad sites. The siting and design of smaller retail stores, or "pads," can create a more inviting appearance along Midland Ave and within the neighborhood by visibly reducing the project's scale and by expanding the range of activities and businesses found within the neighborhood. The location, orientation of the entry, and architecture of pad site buildings also provide opportunities to frame the entry into the neighborhood and contribute to the development's visual interest by placing storefront spaces closer to the street and creating a street scene. Accordingly, pad site structures shall be compatible with the main buildings on a commercial site. The layout of pad site buildings shall relate coherently to the public streets and surroundings (outward) as well as to the main center (inward), and specific siting decisions shall further the general intent of creating a "sense of place," focal points,

community amenities, and arrival into the commercial center.

2. General

- a) See Section V. General Development Standards.
- b) Pad Sites The primary façade of a building located on a pad site, typically the façade containing the primary customer entrance, may be oriented in a variety of ways, including:
 - (1) Toward the primary access street;
 - (2) Toward an internal "main street";
 - (3) Framing a primary entrance to the development or center;
 - (4) Toward the side (especially when that side faces another pad site building); or
 - (5) Toward the interior of the center.
- c) Regardless of primary orientation, all sides of a pad site building that directly face and have access to a public street shall contain a customer entrance.
- d) Pad sites shall be clustered together to define street edges and entry points or to enclose and create community amenities and visual interest between buildings.
- e) Wherever practicable, spaces between adjacent pad site buildings shall be improved to provide small pockets (preferably heavily landscaped) of customer parking, pedestrian connections, small-scale project amenities, or focal points. Examples include, without limitation:
 - (1) A landscaped pedestrian way linking customer entrances between two or more pad site buildings;
 - (2) A public seating or outdoor eating area;
 - (3) An area landscaped with living materials emphasizing 4-season colors, textures, and varieties; or
 - (4) Sculptures or fountains.

D. BUILDING DESIGN

1. Intent

The intent of these standards is to ensure that the design of buildings located in parcels "C", "D", and "H", present a cohesive appearance through the use of common materials, architectural features, and colors.

2. General

- a) See Section V. General Development Standards.
- b) Pad site buildings and other accessory uses shall incorporate a similar façade and building design as those on the primary commercial building(s) in the zone district, including:



- (1) Exterior building materials;
 - (2) Roofline or roof materials;
 - (3) Façade colors;
 - (4) Pedestrian entry locations and entryway architecture/design;
 - (5) Amounts of glazing on facades visible from public streets; and
 - (6) Other distinctive architectural features.
 - c) Pad site buildings and other accessory uses shall select their exterior building materials from the material palette used on the primary commercial building(s).
3. Large Format Commercial
- a) Large format commercial buildings of 60,000 square feet or greater shall have a minimum of one side of the building "wrapped" with independent retail storefronts. Uses adjoining Market Street shall "wrap" the edge closest to the street to help establish a pedestrian-oriented environment and create a transition to the mixed-use zone along Market Street, as discussed in Section VIII.

VIII. Development Standards: Parcel "E", "F", "G"-Mixed-Use (C-2)

A. GENERAL INTENT

The intent of these standards is to create the framework for a pedestrian-oriented neighborhood retail street that will serve as the focal point for Glenwood Meadows. Oriented along a key connection between Midland Avenue and Wulfsohn Road, Market Street will be defined by a variety of smaller-scale retail shops and restaurants and will be designed with the pedestrian in mind. Storefronts will frame the broad sidewalk, while outdoor seating, landscaping, fountains, and other amenities will combine to create an inviting destination for nearby residents and retail customers alike. Diagonal parking will line either edge of the street, further enhancing the comfortable, pedestrian-oriented feeling by creating a buffer between outdoor activity and through traffic.



Market Street

Along the north side of Wulfsohn Road, bi-level structures will be used to help accommodate a transition in grade between larger commercial uses below and uses at grade with Wulfsohn Road. A variety of retail, offices and flex spaces, and upper-story residential will complement uses along Market Street and on the south side of Wulfsohn Road. Upper stories also help screen views from residential neighborhoods stepping up the hillside over large format uses below. Lower level uses will be oriented towards adjacent commercial and retail while primary uses located on the upper level along Wulfsohn Road will be oriented towards the street and the adjoining neighborhood. Buildings will be pulled up to the sidewalk to create a defined edge along the broad sidewalk. Off-street parking will be focused behind buildings to the extent feasible to enhance the pedestrian nature of the street and diagonal or parallel parking will be provided along Wulfsohn Road. Wulfsohn Road shall be designed to accommodate on-street bicycle circulation.



Wulfsohn Road

On the south side of Wulfsohn Road, the zone takes on a more neighborhood-oriented character; with small-scale first floor retail uses lining the street and the opportunity for upper-story residences. The addition of residential uses within the zone would provide a transition between commercial uses to the north and residential neighborhoods to the south and provide attainable options within an already varied mix of housing products. This also provides opportunities for live/work units if desired and creates more of an active street environment. The pedestrian nature of the street along Wulfsohn Road provides opportunities for pedestrian-oriented uses such as sidewalk cafes.

B. APPLICABILITY

These standards shall apply to all development within Parcels "E", "F", and "G", Mixed-Use as defined on the accompanying Zoning Map. *These standards shall be applied in addition to standards outlined in Section V., General Development Standards and in the City of Glenwood Springs Municipal Code.*

C. SITE LAYOUT AND DEVELOPMENT PATTERN

1. Intent

The intent of these standards is to ensure that building placement, setbacks, and orientation support the creation of a pedestrian scaled neighborhood retail street to serve as the retail core of the larger commercial development and Glenwood Meadows as a whole.

2. General

- a) Compatible uses (i.e., office building and a movie theatre) shall explore opportunities for shared-use parking to minimize overall space requirements for parking.

3. Mix of Uses

- a) Each pod of development within the zone shall contain at least 2 of the following uses:
 - (1) Residential;
 - (2) Retail; or
 - (3) Office.
- b) A minimum of 20 residential units shall be provided within the E, F and G mixed use parcels.

4. Location of Parking along Market Street and Wulfsohn Road

- a) Parking shall be angled or parallel on-street parking.
- b) Off-street parking shall not be permitted between buildings and either Market or Wulfsohn.



5. Building Setback from Market Street and Wulfsohn Road

- a) There shall be no minimum front, rear, and side yard setbacks required to promote a more urban, pedestrian-oriented environment along the street, provided local building code requirements are met.
- b) Should retail be constructed in phases, the front setback of later structures shall be built to equal the average setback of those structures already in place.
- c) Buildings at the corners of Market Street and Wulfsohn Road shall be anchored, or brought up to meet the sidewalk edge and shall utilize a similar scale and massing as other buildings along the street edge.



6. Building Orientation

- a) All buildings and building entries shall be oriented towards the primary street.
- b) New buildings shall be aligned with existing buildings located across the intersecting streets to "complete" the space around the corner and create visual continuity.

7. Sidewalk Width

- a) Sidewalk widths shall be a minimum of 10 feet along Market Street and Wulfsohn Road in order to provide ample space for outdoor seating and smooth pedestrian movement.



D. BUILDING DESIGN

1. Intent

The intent of these standards is to create a pedestrian-oriented feeling for the facades of retail establishments along Market Street and along Wulfsohn Road.

2. General

- a) See Section V. General Development Standards.



3. Building Height

- a) Buildings shall be a minimum of 2 stories in height along the street edge. However, in order to create an active street environment along Market Street, especially at the intersection of Market St. and Midland Ave., portions of building or key buildings may be less than 2 stories if it can be demonstrated that the establishments add to the vitality of the street environment.
- b) Along the north edge of Wulfsohn Road, buildings may need to be 3 stories in height to accommodate changes in grade and meet the above requirement.

4. Façade Articulation

- a) One or more of the following design elements shall be incorporated for each 25 horizontal feet of a building façade or wall:
 - (1) Changes in color, texture, or materials;
 - (2) Projections, recesses, and reveals, expressing structural bays, entrances, or other aspects of the architecture with a minimum change of plane of 4-6 inches;
 - (3) Arcades or pergolas providing pedestrian interest.
- b) Retail storefronts shall consist of predominantly transparent display windows on the first floor sidewalk edge.
- c) Darkly tinted glass or other opaque materials shall not be used in display windows.
- d) Traditionally, windows in multi-story commercial buildings have a width to height ratio of one to two. Second story or upper story windows should generally be smaller than the storefront windows at ground level and shall be evenly spaced across all facades adjacent to the street.

IX. Development Standards: Parcel "I", Hospitality (C-4)



A. GENERAL INTENT

The general intent of these standards is to create a full service hospitality site within Glenwood Meadows that accommodates a hotel with conference space or meeting rooms, a multi-screen movie theatre or other entertainment venue, such as a performing arts facility or outdoor amphitheater, visitor center, and/or a limited assortment of supporting retail uses such as restaurants or small stores, outdoor recreational opportunities, and the potential integration of a future park and ride and transit stop. The hospitality site is intended to function as more of a "campus" type environment, with more flexibility regarding the placement and relationship of uses as compared to the site's adjacent commercial areas based on the "campus" concept, meeting rooms or a separate dedicated facility on the site could serve as an extended learning facility or a business education and training facility. In addition to the adjacent commercial uses, all uses found on this site are also intended to complement the adjacent Community Center.

B. APPLICABILITY

These standards shall apply to all development within Parcel "I", Hospitality as defined on the accompanying Zoning Map. These standards shall be applied in addition to standards outlined in Section V., General Development Standards and in the City of Glenwood Springs Municipal Code.

C. SITE LAYOUT AND DEVELOPMENT PATTERN

1. Intent

The intent of these standards are to ensure that the design of hospitality uses are compatible in terms of scale and mass with adjacent residential and commercial development and with the

Community Center.

2. General

- a) Compatible uses (i.e., office building and a movie theatre) shall explore opportunities for shared-use parking to minimize overall space requirements for parking.

3. Setbacks

- a) Minimum front yard setbacks shall be as follows:
 - (1) From Midland Avenue and Wulfsohn Road: 25 ft.
 - (2) From uses in adjacent commercial parcel: 20 ft.
- b) There shall be no minimum side or rear yard setback to promote a more urban, pedestrian-oriented environment within the Hospitality zone district.
- c) At the time of the development permit application, a build to line shall be established to create a strong relationship to Wulfsohn Road, the Community Center, and adjacent mixed-use structures. The location of this line may vary depending on the site layout concept.

4. Landscaping

- a) All open space areas shall be landscaped according to Table 1-Landscape Requirements.

5. Mix of Uses

- a) Retail uses shall be limited to 25% of the total square footage permitted within the zone district. For the purposes of this standard, a theater shall not be defined as a retail use.

6. Relationship to Community Center

- a) All uses with frontage along Wulfsohn Road shall provide an entrance along that frontage.

7. Parking

- a) Large areas of parking shall be distributed between at least two sides of the primary structure, with not more than 35% of the parking for the entire Hospitality parcel remaining between the principal building and Wulfsohn Road.

D. BUILDING DESIGN

1. Intent

The intent of these standards are to ensure that the design of full service hospitality uses are compatible in terms of scale and mass with adjacent residential and commercial development and with the Community Center.

2. General

- a) See Section V. General Development Standards.
- b) When public or semi-public spaces such as the hotel/motel lobby, restaurants, meeting rooms, and banquet-facilities are sited at ground level adjacent to a connecting pedestrian walkway, these spaces shall be accented with the use of glass and transparent materials between the height of 3 feet and 8 feet above the walkway or street grade.

3. Building Height

- a) The maximum height of buildings shall not exceed 45 feet.
- b) A variety of heights within the zone are encouraged. In addition, the use of height to create a focal point or prominent structure within the zone is also encouraged.

X. Development Standards: Parcels "B", "F", and "G", Residential Neighborhoods (R-3)

A. GENERAL INTENT

The intent of these standards is to establish general criteria for the development of a series of compact residential neighborhoods that provide a range of housing types within a short walk of community amenities, such as parks and open space, retail and commercial services, and employment.

B. APPLICABILITY

These standards shall apply to all development within Parcels "B", "F", and "G", Residential Neighborhoods as defined on the accompanying Zoning Map. *These standards shall be applied in addition to standards outlined in Section V., General Development Standards and in the City of Glenwood Springs Municipal Code.*

C. SITE LAYOUT AND DEVELOPMENT PATTERN

1. Intent

The intent of these standards is to ensure that residential neighborhoods within Glenwood Meadows provide a variety of housing types in a cohesive, pedestrian-oriented environment and provide appropriate transitions to adjacent non-residential uses and open space, and work with the more pronounced topographical features of the site.

2. Mix of Housing Types

- a) A range of housing types is strongly encouraged to promote a diverse community of mixed ages, family-types and incomes. Out of the 475 approved residential units, a maximum of 300 apartments shall be provided.

3. Block Layout

- a) Residential neighborhoods shall be designed in a pattern of blocks and interconnecting streets and/ or alleys, defined by buildings, streetscape, sidewalks, and trails.
- b) The maximum block length for a block shall be 500 feet. Where mid-block pedestrian walkways are provided, blocks may be up to 800 feet.



4. Lot Sizes

- a) Lot sizes shall be a minimum of 3000 square feet where permitted by Glenwood Springs Municipal Code.

5. Setbacks

- a) Homes shall be setback a minimum of 20 feet from the front property line.

6. Site Grading

- a) The use of extensive grading or unusual site improvements to force a preconceived design onto a particular piece of property is strongly discouraged. Modifying the design of a multifamily development to fit the site generally results in a reduced potential for environmental problems and an improved level of visual interest and variety.
- b) To the maximum extent feasible, the layout of residential developments shall follow and respect the natural topography of the site.
- c) Berms, channels, swales, and similar man-made changes to the landscape shall be designed and graded to be an integral part of the natural landscape and to provide a smooth transition in changes of slope.

7. Site Layout

- a) Each of the three residential parcels within the Glenwood Meadows shall be considered an individual "neighborhood". A mix of housing types is encouraged within each neighborhood.
- b) Multifamily buildings shall be separated by common open space, public open space (e.g., a greenway), natural features located on the site (e.g., a stream corridor), or community amenities such as swimming pools or other recreational facilities.
- c) To the maximum extent practicable, multi-family buildings shall be oriented or arranged in a manner to enclose common open spaces required above (*Common Open Space*). Such common open spaces should include gardens, courtyards, recreation, or play areas and shall contain at least 3 of the following features:
 - (1) Seasonal planting areas;
 - (2) Large, flowering trees;
 - (3) Seating;
 - (4) Pedestrian-scaled lighting;
 - (5) Gazebos or other decorative shelters;
 - (6) Play structures for children; or
 - (7) Natural features or areas.



8. Development Transition

- a) When any portion of a building or structure within a multifamily development is located adjacent to property used or zoned for lower-density residential, the following standards shall apply to ensure the privacy of nearby residents:
 - (1) The developer shall site multifamily structures with either fewer units or structures with two-story "end" units adjacent to property zoned or used for single-family residential.
- b) Accessory structures, including garages and recreational facilities, shall be set back at least

5 feet from the adjacent residential property line or zoning district boundary, and the developer shall provide a buffer between the structure and adjacent property. The buffer may be a fence, wall, heavy landscaping, or combination thereof. Fences and walls used for buffer purposes shall be a maximum of 6 feet in height, with finished side facing out.

- c) Residential neighborhoods adjacent to open space shall incorporate one or more of the following techniques to create a visual transition between development and surrounding open space:
 - (1) Staggering building setbacks to create a softer development edge.
 - (2) Establishing a landscape buffer along the rear or visible edge(s) of the property to create a soft visual edge to the development.
 - (3) Locating structures near or behind existing stands of significant trees or vegetation so that the cluster of vegetation provides a buffer between the development and the adjoining open space. When siting structures in such a manner, care should be taken to not disturb existing vegetation either during or following construction.
 - (4) Utilizing a variety of native plant species and planting forms similar to those found on the adjoining open space, to create the appearance of a natural transition in the landscape.

9. Community Amenities

- a) All residential projects with more than 10 dwelling units shall reserve and develop internal open space/outdoor leisure space, at a minimum ratio of 200 s.f. per unit. These open spaces/outdoor leisure areas shall be improved with a variety of community amenities, including, but not limited to the following:
 - (1) Community Garden;
 - (2) Grove of trees;
 - (3) Village green;
 - (4) Pocket park;
 - (5) Swimming pool;
 - (6) Resident clubhouse;
 - (7) Tot lots;
 - (8) Basketball, volleyball, or other sport court; or
 - (9) Picnic areas.
- b) To the maximum extent feasible, internal open spaces/outdoor leisure spaces as required above shall be consolidated to create larger common spaces for residents.

10. Fencing

- a) Perimeter fencing shall be of an open style, such as 2, 3, or 4 rail, split rail, wood post, or other similar style characteristic of the area's rural heritage.
- b) Consistent styles of fencing shall be used throughout the neighborhood in order to achieve a cohesive appearance.

11. Storage of Personal Property

- a) Dedicated storage for Recreational Vehicles (RV's), snowmobiles, trailers, and other personal property, not including personal automobiles, shall be provided off-street. Such property shall not be stored within the public right-of-way.
- b) Storage areas, as outlined above, shall be screened to minimize visibility from adjacent streets and property lines as follows:

- (1) One continuous row of evergreen trees (minimum of 6 feet tall) shall be planted with a minimum spacing of 10 feet on center; or
- (2) One continuous row of evergreen shrubs (minimum of 5gallon in size) planted at a minimum spacing of 3 feet on center, and deciduous trees planted at an average of one tree every 15 linear feet.

D. PARKING

1. Intent

The intent of these standards is to ensure that garages and parking areas within Glenwood Meadow's residential neighborhoods are appropriately scaled and sited to minimize their visual impact upon the street.

2. Location and Layout

- a) To the maximum extent feasible within slope constraints, garage entries, carports, parking areas, and parking structures shall be internalized in building groupings or oriented away from street frontage.
- b) Parking areas and freestanding parking structures (detached garages or carports) shall not occupy more than 50% of each perimeter street frontage.
- c) To the maximum extent practicable, freestanding parking structures (detached garages or carports) that are visible from perimeter public streets shall be sited perpendicular to the perimeter street in order to reduce visual impacts on the streetscape.
- d) Carports shall be limited to 72 feet in length, with a maximum of 8 parking spaces per carport structure.
- e) If a carport backs to the street, a landscape buffer shall be provided according to the requirements contained in Table 1-Landscape Requirements., within Section V.
- f) A detached garage structure shall contain parking for no more than 8 cars.
- g) No more than 2 detached garage structures or 2 carport structures shall be located adjacent to each other end to end.
- h) The minimum separation between adjacent detached parking structures (detached garages or carports) shall be 10 feet, and such separation area shall be landscaped with at least 1 deciduous tree and ground cover or sod. A pedestrian access way may be included within the separation area.

E. BUILDING DESIGN



1. Intent

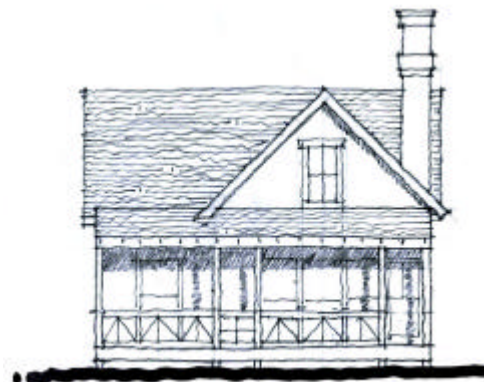
These standards are intended to encourage a variety of residential building character within Glenwood Meadow's neighborhoods by encouraging the use of identifiable design features and detailing to emphasize the façade at the street and create visual interest.

2. General

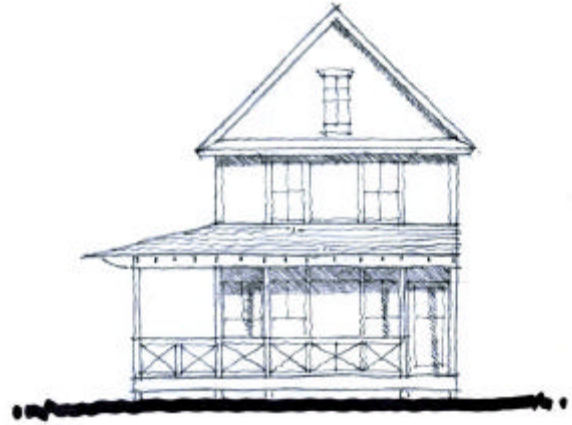
- a) See Section V. General Development Standards.

3. Architectural Detail

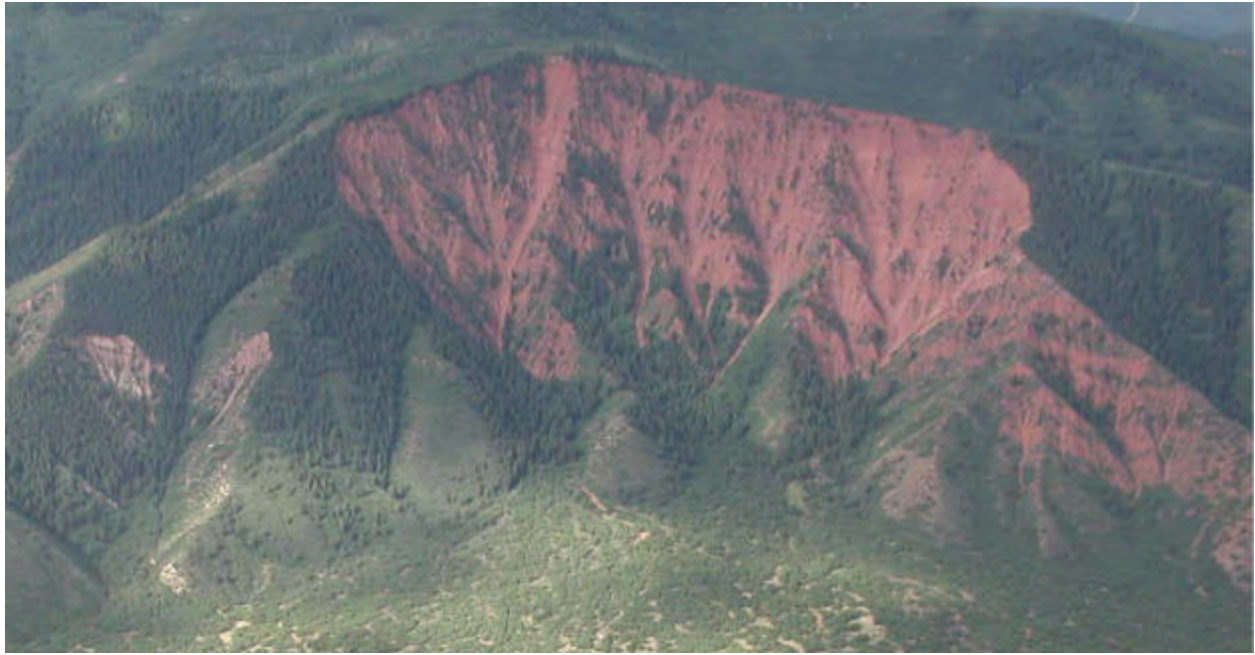
- a) The incorporation of porches, balconies, and patios shall be strongly encouraged for all residential types.
- b) Building entries shall be called out as a prominent streetscape feature for all residential types by extending the front of the main façade and emphasizing with materials and detailing.
- c) Garages shall not be the prominent streetscape element. They shall be recessed and/or oriented towards the side or rear of the lot.



- d) The facades of single-family attached town homes shall be articulated to differentiate individual units.
- e) All sides of a multi-family building shall display a similar level of quality and architectural interest. The majority of a building's architectural features and treatments shall not be restricted to a single façade.
- f) Fronts of buildings shall be articulated through the use of bays, insets, balconies, porches, or stoops related to entrances and windows.
- g) No more than 5 town home dwelling units shall be attached in any single row.



XI. Parcel L: Open Space and Parks (HP)



A. GENERAL INTENT

The intent of these standards is to provide guidance for the range of appropriate uses that could occur within this portion of the Glenwood Meadow's site. The site is characterized by its dramatic views of Red Mountain, which frames the site on the south side, by its varied and sometimes dramatic topography, and by its lush stand of Gambel oaks. The site encompasses over 62% of the total area of Glenwood Meadows presents an opportunity to establish public open space for the neighborhood and for the larger Glenwood Spring's community that accommodates year-round active and passive recreational uses.

Many of the sites potential uses will vary from season to season, providing a range of activities for the community. For example, the north aspect of Red Mountain's slopes retain snow cover, creating a haven in its shadows for winter sports such as snow shoeing or cross-country skiing, while lower slopes with more solar exposure provide more opportunities for year-round activities such as hiking, biking, and possibly a golf course.

B. APPLICABILITY

These standards shall apply to all development within Parcels "L", Open Space and Parks as defined on the accompanying Zoning Map. *These standards shall be applied in addition to standards outlined in Section V., General Development Standards and in the City of Glenwood Springs Municipal Code.*

C. ACTIVE RECREATION

1. Intent

The intent of these standards is to suggest a range of appropriate active recreational uses for particular areas of the site, based on its varying landscape characteristics, such as slope,

vegetative cover, and proximity to the residential neighborhoods of Glenwood Meadows. As a general rule, more land intensive, active uses, such as a golf course or a community park shall be located adjacent to or be partially integrated with nearby residential neighborhoods. By locating active uses near developed areas, where slopes are typically between 10 and 20 percent, pedestrian access to the sites would be more easily facilitated and a wider range of uses could be accommodated. Steeper slopes located towards the base of Red Mountain can be utilized to accommodate multi-use trails with little disturbance to existing landforms or views of the site. All development on the site, regardless of its intensity or location, shall work with existing site features to minimize overall disturbance and visual impacts.

2. General

- a) Appropriate uses shall include, but not be limited to the following:
 - (1) Hiking trails;
 - (2) Golf courses;
 - (3) Mountain bike trails;
 - (4) Cross-country skiing trails;
 - (5) Equestrian trails;
 - (6) Snow shoeing trails; or
 - (7) Neighborhood parks.
- b) Any of the above uses, as well as any additional non-prohibited uses as identified in the Appendix-Prohibited Uses for Parcel L, shall be required to undergo a special use review prior to approval. Soft surfaced trails and debris flow mitigation structures shall be allowed uses, the design and location of which shall be approved by City staff.
- c) The use of motorized recreational vehicles such as snowmobiles, motorcycles, or similar vehicles shall not be permitted.
- d) All uses shall use all practical means of preserving natural grade, drainage patterns, soil cover, and vegetation.
- e) All uses shall be designed to minimize visual disturbances and scarring to the site, as viewed from within the site, from surrounding developments, and from Interstate-70.
- f) All uses shall preserve and integrate outstanding natural physical features such as hill and ridge crests, natural rock outcroppings, major tree belts, watercourses, and other physical features.
- g) Public access points shall be provided from residential neighborhoods to adjoining open space. To the maximum extent feasible, access points shall be provided a minimum of every 500 feet.

XII. Appendix

A. PLANT LIST

1. Large Deciduous Trees

- a) Narrow leaf Cottonwood-*Populus angustifolia*
- b) Cottonwood 'Siouxland'-*Populus deltoides* 'Siouxland'
- c) Lanceleaf Cottonwood-*Populus x acuminata*
- d) Norway Maple-*Acer plantanoides*
- e) Red Maple-*Acer rubrum*
- f) Northern Catalpa-*Catalpa speciosa*
- g) Common Hackberry-*Celtis occidentalis* (spring planting)
- h) American Ash-*Fraxinus americana* 'Autumn Purple'
- i) Green Ash-*Fraxinus pennsylvanica*
- j) Thornless Honeylocust 'Shademaster'-*Gleditsia triacanthos inermis*
- k) Bur Oak- *Quercus macrocarpa*
- l) English Oak-*Quercus robur*
- m) American Linden-*Tilia americana*
- n) Littleleaf Linden-*Tilia cordata* 'Greenspire'
- o) Redmond Linden-*Tilia x euchlora* 'Redmond'
- p) American Elm-*Ulmus Americana*

2. Ornamental Trees

- a) Amur Maple-*Acer ginnala*
- b) Thinleaf Alder-*Alnus tenuifolia*
- c) Shadblow Serviceberry-*Amelanchier canadensis*
- d) Rocky Mountain or water birch-*Betula occidentalis*
- e) Cockspur Hawthorn-*Crataegus crus-galli*
- f) Washington Hawthorn-*Crataegus phaenophyrum*
- g) Quaking Aspen-*populus tremuloidies*
- h) Newport Plum-*Prunus cerasifera* 'Newport'
- i) Canadian Red Cherry-*Prunus virginiana* 'Shubert'
- j) Callery Pear-*Pyrus calleryana*
- k) Gambel Oak-*Quercus gambelii*

3. Evergreen Trees

- a) Subalpine or Rocky Mountain Fir-*Abies lasiocarpa*

- b) Douglas Fir-Pseudotsuga menziesii glauca
- c) Rocky Mountain Juniper-Juniperus scopulorum
- d) Bristlecone Pine-Pinus aristata
- e) Lodgepole Pine-Pinus contorta latifolia
- f) Pinyon Pine-pinus edulis
- g) Limber Pine-Pinus flexilis
- h) Southwestern White Pine-Pinus flexilis reflexa
- i) Austrian Pine-Pinus nigra
- j) Ponderosa Pine-Pinus ponderosa
- k) Scotch Pine-Pinus sylvestris
- l) Engelmann Spruce-Picea engelmannii
- m) Black Hills Spruce-Picea glauca densta
- n) Colorado Spruce-Picea pungens
- o) Colorado Blue Spruce-Picea pungens glauca

4. Semi-Evergreen and Broadleaf Evergreen Shrubs

- a) Kinnikinnick-Arctostaphylos uva-ursi
- b) Euonymus-Euonymus fortunei
- c) Manhattan Euonymus-Euonymus kiautschovicus 'Manhattan'
- d) Oregon Grape Holly-Mahonia aquifolium
- e) Compact Oregon Grape Holly-Mahonia aquifolium 'Compacta'
- f) Creeping Oregon Grape Holly-Mahonia repens
- g) Soapweed Yucca-Yucca glauca

5. Evergreen Shrubs

- a) Armstrong Juniper-Juniper chinensis 'Armstrong'
- b) Blue Rug Juniper-Juniperous horizontalis 'Wiltonii'
- c) Sea Green Juniper-Juniperous media 'Sea Green'
- d) Green Mound Juniper-Juniperous procumbens 'Green Mound'
- e) Tammy Juniper-Juniperus sabina 'Tamariscifolia'
- f) Table Top Juniper-Juniperus scopulorum 'Table Top'
- g) Blue Star Juniper-Juniperus squamata 'Blue Star'
- h) Wichita Blue Juniper-Juniperus scopulorum 'Wichita Blue'
- i) Hillspire Juniper-Juniperus virginiana 'Cupress'
- j) Mugo Pine-Pinus mugo

6. Deciduous Shrubs

- a) Serviceberry-Amelanchier spp.
- b) Barberry-Berberis thunbergii atropurpurea

- c) Butterfly Bush-Buddleia davidii
- d) Siberian Peashrub-Caragana arborescens
- e) Flowering Quince-Chaenomeles speciosa
- f) Blue Mist Spirea-Caryopteris spp.
- g) Dogwood-Cornus sericea
- h) Smoketree-Cotinus coggygia
- i) Peking Cotoneaster-Cotoneaster acutifolia
- j) Cranberry Cotoneaster-Cotoneaster apiculatus
- k) Burning Bush-Euonymus alatus
- l) Forsythia-Ligustrum vugare
- m) Honeysuckle- Lonicera spp.
- n) Russian Sage-Periovsia atriplicifolia
- o) Common Ninebark-Physocarpus opulifolius
- p) Potentilla (Shrubby Cinquefoil)-Potentilla fruticosa
- q) Plum-Prunus spp.

7. Perennials

- a) Yarrow-Achilles filipendula
- b) Columbine-Aquilegia (hybrids)
- c) Hollyhock-Althaea rosea
- d) Pearly Everlasting-Anaphalis spp.
- e) Clustered Bellflower-Campanula glomerata
- f) Canterbury Bells-Campanula medium
- g) Cup-n-Saucer-Campanula medium calycantherma
- h) Shasta Daisy-Chrysanthemum maximum
- i) Delphinium-Delphinium elatum
- j) Cottage Pink-Dianthus pulmaris
- k) Bleeding Heart-Dicentra spectabilis
- l) Foxglove-Digitalis purpurea
- m) Blanket Flower-Gaillardia aristata
- n) Bearded Iris-Iris germanica
- o) Perennial Sweet Pea-Lathyrus latifolius
- p) Blue Flax-Linum perenne
- q) Lupine-Lupinus polyphyllus
- r) Daffodil-Narcissus spp.
- s) Perennial Phlox-Phlox paniculata
- t) Buttercup-Ranunculus asiaticus
- u) Johnny Jump-up-Viola kitaibeliana

B. USE TABLE

In the event a use is permitted in the Glenwood Meadows standards but is not permitted in the underlying zone districts, the stricter obligations of the Code shall prevail.

 Prohibited Use
 Special Use

Use	A-Mixed-Use Campus (C-1)	C, D, and H-Commercial (C-1)	E, F, and G-Mixed-Use (C-2)	I-Hospitality (C-4)	B, J, and K-Residential Neighborhood (R-3)	L- Parks and Open Space (HP)
Accessory Uses						
Apartments						
Auto Rental						
Auto Repair						
Auto Parking						
Auto Sales						
Auto Service						
Auto Washing and/or Polishing Facility						
Banks with Drive Thru/ Accessory ATM Facilities						
Bed & Breakfast						
Child Care Home						
Commercial Indoor Cinema						
Daycare Facilities						
Sanitariums, Rest Homes, Homes for the Aged, Nursing or Convalescent Homes						
Emergency Services Facilities						
Golf Course						
Gas Sales						
Governmental Facilities and Non-Governmental Health and Human Services Facilities						
Government or Public Utility Service						
Commercial Health and Fitness Centers						
Home Improvement and Garden Supply						
Hospitals and their Related Facilities						
Hotels						

Use	A-Mixed-Use Campus (C-1)	C, D, and H- Commercial (C-1)	E, F, and G- Mixed-Use (C-2)	I-Hospitality (C-4)	B, J, and K- Residential Neighborhood (R-3)	L- Parks and Open Space (HP)
Indoor Commercial Recreational Facilities						
Light Assembly						
Major Home Occupation						
Membership Warehouse						
Minor Home Occupation						
Mobile Home Manufacturing						
Mobile Home Park						
Mobile Home Sales						
Mortuary						
Multi-family Dwellings						
Museum						
Non-Bank Drive- Through Facilities						
Office Uses						
Office-Showroom						
Outdoor Display						
Outdoor Recreational Facilities						
Outdoor Storage						
Clinical and their Related Facilities						
Pedestrian-oriented Accessory Uses and Outdoor Seating for Restaurants						
Public Park						
Radio Transmission Facilities						
Recreation Vehicle Parking						
Religious Institutions						
Restaurants						
Retail						
Road, Driveway, Bikeway, Parking						
Schools						
Schools: Colleges or Universities						
Self-Storage Facilities						
Service and Repair of Appliances & Building Components						
Personal Service such as Photo Shop, Tailor, Dry Cleaning, Barber						
Single Family Detached Dwellings						
Single-Family Attached Housing e.g. Townhouses and						

Use	A-Mixed-Use Campus (C-1)	C, D, and H- Commercial (C-1)	E, F, and G- Mixed-Use (C-2)	I-Hospitality (C-4)	B, J, and K- Residential Neighborhood (R-3)	L- Parks and Open Space (HP)
Roughhouses						
Skating Rinks, Public Recreational and Sports Facilities						
Small Animal Hospitals and Clinics						
Transient Housing/Boarding Houses						
Transit Park and Ride/ Bus Station						
Utility Substations						

XIII. Definitions

Accessory Use—A use incidental and subordinate to the principal use of the lot.

Apartment- A type of multi-family dwelling unit, typically renter-rather than owner-occupied. See definition for multi-family dwellings below.

Auto Parking—Shall mean an off-street parking area or vehicular use area, an off-street parking area within a building or parking structure, or on street parallel or diagonal parking.

Day Care—A child care facility or day nursery, which is maintained for the whole or part of a day for the care of 7 or more children unrelated to the owner on a full time basis and/or requiring a day care nursery or a center license in accordance with the regulations of the State of Colorado Department of Social Services, whether such facility is operated with or without compensation for such care and with or without stated educational purposes.

Indoor Recreation—A commercial recreational land use conducted entirely within a building, including: an arcade, arena, art gallery and studio, art center, assembly hall, athletic and health clubs, auditorium, bowling alley, club or lounge, community center, conference center, exhibit hall, gymnasium, library, movie theater, museum, performance theater, pool or billiard hall, skating rink, swimming pool, or tennis court.

Multi-family dwellings—A building containing 3 or more dwelling units, not including hotels, motels, and similar group accommodations.

Non-banking Drive Thru—An establishment which by design, physical facilities, services, or packaging procedures encourages or permits customers to receive services, obtain goods, or be entertained while remaining in their motor vehicles.

Open Space—That portion of a building lot which is open to the sky, except as provided in the definition of lot coverage.

Outdoor Recreation—A commercial recreational land use conducted outside of a building, characterized by a minimal impact on traffic, the natural environment, or the surrounding neighborhood, including: an arboretum, botanical garden, bridle or hiking trails, country club, golf course, or historic site.

Pedestrian-oriented Development—Development that is designed with a primary emphasis on the street sidewalk and/or connecting walkway access to the site and building rather than on auto access and parking lots. This type of development typically warrants buildings being placed relatively close to the street with the main entrance oriented towards the street sidewalk or a walkway. Parking areas are provided but are not emphasized in the design of the site.

Transit-oriented Development—A development pattern characterized by mixed-use development at transit corridors, a high level of activities and extensive facilities for transit users, pedestrians, and bicyclists to provide easy movement between living and working environments.

GLENWOOD MEADOWS, LLC
710 E. Durant Avenue, Unit W-6
Aspen, CO 81611

July 28, 2020

VIA E-Mail:

City of Glenwood Springs
 City Manager Debra Figueroa
debra.figueroa@cogs.us
 Economic and Community Development Department
 Attn: Jennifer Ooton / Gretchen Ricehill
 101 W. 8th St.
 Glenwood Springs, CO 81601
Jen.ooton@cogs.us
Gretchen.ricehill@cogs.us

Karl Hanlon, City Attorney
kjh@mountainlawfirm.com
 201 14th St.
 Glenwood Springs, CO 81601

Dear City Staff and City Attorney:

As you are aware, Glenwood Meadows, LLC is the owner of various parcels of real property including Lot 11-B within the Glenwood Meadows Project and the signatory party (with the City of Glenwood Springs) to that certain contractual, governing instrument entitled “Annexation and Development Agreement Glenwood Meadows, LLC Annexation, recorded as Reception No. 616083 in the Garfield County land records on December 6, 2002” together with all amendments thereto, hereinafter “ADA”.

Glenwood Meadows, LLC is under contract to sell Lot 11-B and has signed (i) the previously approved re-zoning application and (ii) pending special use permit application as the property owner, which have been submitted to the City by the contract purchaser. The latter application, in accordance with the current City Municipal Land Use Code (“Code”), being a necessary process review requirement for the proposed retail use, now expressly identified by the current Code as a sub-categorization of “retail”; specifically, a “retail marijuana” establishment (a copy of the applicable SUP Land Use Application is attached).

It has come to our attention that the purchaser/applicant was delivered a formal letter of “interpretation” of the ADA (including the ADA’s incorporated “Exhibit C – Zoning and Development Plan”, hereinafter “Plan”) by the Community Development Director (attached). The notice of interpretation indicates that you have taken a

DUNRENE MANAGEMENT, INC.

July 28, 2020

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heretofore never applied “interpretation” that the ADA/Zoning and Development Plan must be “amended” to proceed with the proposed use as, “If it is not listed, it is not allowed” and effectively stating that any and every “retail” use sub-category must be separately identified and addressed or it is not permitted (“...we have consistently interpreted the ADA to be proscriptive. If the use is not listed, it is not allowed.”). This is a misrepresentation of the purpose, interpretation and 18-plus years of application of the contractual agreement set forth by the ADA. Neither the Plan or amendments sub-categorize each and every possible type of “retail” use that exists or may in the future exist as a use at Glenwood Meadows.

We understand the purchaser applicant will be formally requesting an appeal of the Department’s administrative interpretation and we expect to join those efforts. However, given the frankly draconian and, in our view as contract party to the ADA, absolutely incorrect and damaging position being currently asserted, we have been in direct consultation with our attorneys and submit this correspondence in the sincere hope that, upon discussions with the City Attorney’s office, the Community Development Department will retract its interpretation and proceed in compliance with the ADA and allow the applicant to proceed under the Code with its Special Use Permit application where matters relevant to the proposed use are designed to be addressed.

While there are multiple facts, positions, contract interpretations and arguments which can be made, we have chosen to focus on just a handful of basic matters as follows:

1. Contract Interpretation / Process. Simply stated, and the reason this correspondence is expressly and contemporaneously delivered to the office of the City Attorney, the ADA and its exhibits, including the Zoning and Development Plan, are legal contractual agreements between the City and Glenwood Meadows, LLC, supported by consideration and to be implemented and interpreted in that legal relationship context. Modifications are made pursuant to the contract’s provisions. Interpretations, rights, and processes exist in the ADA which require it to be read contractually. Otherwise stated, in “interpreting” the ADA, the City’s counsel is requisite, and the general processes of Community Development Department administration typically engaged in when addressing an application under only the City Code may or may not be applicable.

We respectfully refer you to Section 2 of the ADA. Your notice of interpretation on July (not June) 22, 2020, incorrectly states that, even were a modification “required” (please see comments below which clearly show no modification to the ADA is, in fact, “required”), “To move forward with your application, first

DUNRENE MANAGEMENT, INC.

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you will need to request a change to the ADA's land use table which is going to require sign-off of all Glenwood Meadows property owners." Leaving aside for now the unprecedented nature of this statement, and the illogical implications that would ensue if any and every "retail" use, because not addressed as a sub-category, requires an ADA/Plan amendment, please review the contractually-established process under ADA Section 2.: "An applicant may seek relief from specific elements of the Plan and/or the Municipal Code only through appropriate variance process outlined in the City of Glenwood Springs Municipal Code" (emphasis added). Variance is a defined word and process. All Plan "adjustments" under a given use, design, etc. have, in fact, been properly addressed by a "variance" process since the adoption of the Plan. "Amendments" to the ADA are only relevant to actual ADA, mutually-acceptable, changes such as ADA-controlled density cap clarifications or other issues.

It is the opinion of Glenwood Meadows, LLC and its counsel that the Community Development Department's "interpretation" as presented is (i) not based on a legal analysis of the governing documents, (ii) demands the use of a process (amendment) in conflict with the ADA's express agreement (variance to Plan provisions by a specific application), and (iii) is a City "land use action" which is in violation of ADA Section 10. D which reads in part "...the City shall not initiate any zoning or land use action which would alter, impair, prevent, diminish, impose a moratorium on development, or otherwise unreasonably delay any of the Owner's rights set forth in this Agreement or Owner's plans for development or zoning, as approved by the City" (emphasis added).

2. Zoning and Development Plan – Retail. Having addressed some basic process and contract review / compliance matters above, we wish to turn to the much more fundamental and clearly established issues relating to the Department's position and correspondence which we request you consider and which we believe eliminate any further need for "appeal" (or even "variance" to the current SUP application) or further legal recourse.

Your July 22, 2020 notice letter indicates that any "retail" use not specifically set forth on the Plan "Use Table" means it is "prohibited."

- a. No "retail" sub-categories are, or were obviously ever, intended to be created except in specific instances where an identifiable sub-category use was to be expressly and distinctly addressed or fully eliminated by joint, negotiated agreement of the two parties (such as Automotive services in the C-2 zones). We must ask, rhetorically, whether under your recently

DUNRENE MANAGEMENT, INC.

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disclosed approach, it is the Department's interpretation that no "retail" uses which are not sub-categorized are therefore "not permitted"; such as currently existing and sales tax generating "retail" uses including general merchandise, grocery, pet supplies, bed & bath products, cosmetics, hair/beauty salons, clothing sales, liquor sales, video game sales and so on.

The Plan "Use Table" clearly provides only for the "prohibition" ("Prohibited Use") of those agreed upon use areas expressly addressed.

- b. "Retail" is a permitted use. The current application is for "retail" use not expressly prohibited in any fashion by the Plan and its "Use Table" in the applicable, re-zoned Lot 11-B. In re-stating the simple, but very relevant, statement of the applicant's planner: "Retail is retail." (Please see XIII of the Plan "Definitions" which, again fully-negotiated by the City and Glenwood Meadows, LLC, makes no attempt whatsoever to further define or limit the broad category of "retail" as a permitted use in multiple sections of the ADA and Plan). The City, subsequent to the establishment of the clearly permitted use of any and all "retail" uses not otherwise limited by the Plan and Use Table, did undertake separate sub-categorization of various "retail" uses including "retail marijuana establishments" and created a Special Use Permit process and approval as requisite; thereby, being obviously the "more stringent" of the two governing documents (Section 2 of ADA, page 3).
- c. Lastly, and the most fundamental and clear import when reviewing the ADA, we refer you to Article II – Authority (page 8) of the ADA:

"The Glenwood Springs zoning ordinance shall apply where the provisions of this guide do not address a specific subject."

Therefore, (i) "Retail" (including the current application's proposed use is permitted and not prohibited by the Plan / Use Table but the more-stringent, current City Code which permits such retail use if it obtains a Special Permit Use review approval or (ii) if the Plan / Use Table) does not address a specific subject and, again, the City Code therefore, by contractual agreement, does apply; meaning exactly the same, inescapable process, to proceed with application and review of the proposed retail use under a Special Use Permitting action.

DUNRENE MANAGEMENT, INC.

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We request that the City withdraw its administrative interpretation and allow the applicant's Special Use Permit application proceed under the City Code as contemplated by the ADA.

Thank you for your consideration. We are available to discuss this matter if needed (970) 925-9046.

Sincerely yours,

A handwritten signature in blue ink, appearing to read "R Macgregor".

Robert Macgregor
Glenwood Meadows, LLC

Cc: Chris Hawkins, AICP
John Dyet
Michael Maple
Tom Hartert



LAND USE APPLICATION

City of Glenwood Springs
Economic and Community Development Dept.
101 West 8th Street
Glenwood Springs, CO 81601
970-384-6411

Ordinance Amendments	Development Permits
Rezoning	Site/Architectural Plan Review
Rezoning to Planned Unit Development (PUD)	Administrative
Annexation	Minor
Condominiumization	Major
Annexation	Master Plan
Street Vacation	Construction Plans
	Location & Extent
Subdivisions	Right of Way Encroachment License
Minor Subdivision	Floodplain Development Permit
Preliminary Plat	Special Use Permit
Final Plat	Flexibility and Relief Procedures
Vacation of Right-of-Way	Variance
	Administrative Adjustment
	Appeal

Applicant/Property Owner Information:			
Applicant		Owner	
Alpine Planning, LLC		Glenwood Meadows, LLC	
Relationship to Owner		Owner	
Agent to Owner and Kind West Glenwood, LLC		Michael C. Maple & Robert Macgregor C/O Dunrene Management, LLC	
Applicant Address		Owner Address	
P.O. Box 654	Ridgway, CO 81432	710 Durant Ave. Ste. W-6	Aspen, CO 81611
Phone (970) 964-7927	Email Address chris@alpineplanningllc.com	Phone (970) 925-9046	Email Address mmaple@dunrene.com

Property Information:	
Address	Parcel Number
TBD Wulfshohn Road	218508141004
Subdivision	Lot and Block Number
Glenwood Meadows No. 5, A Minor Subdivision of Glenwood Meadows No. 4 Lot Line Adjustment	11B
Zone District	Existing Land Use
M2 - Mixed Use Central Core Zone District	Vacant

General Project Description:
Special use permit for a retail marijuana establishment pursuant to the City of Glenwood Springs Development Code Sections 070.030.020; 070030.030(e)(11); and 070.060.050(e).

Signatures:		
The owner or applicant must be present at the hearing. All public hearings must be properly noticed according to G.S.M.C. Section 070.010.030. Signatures of all owners of the property must appear before the application is accepted. Partnerships or corporations may have the authorized general partner or corporate officer sign the application. (Attach additional incorporation documents if necessary.) I declare under the penalty of perjury that the above information is true and correct to the best of my knowledge.	Chris Hawkins	Digitally signed by Chris Hawkins Date: 2020.07.21 15:39:46 -06'00'
	Applicant	Date
	Owner	Date
	Owner	Date



Sent via email to chris@alpineplanningllc.com

June 22, 2020

Chris Hawkins
Alpine Planning, LLC
PO Box 654
Ridgway, CO 81432

Dear Mr. Hawkins:

We are in receipt of your pre-application meeting request to review your proposal for development of Lot 11B in Glenwood Meadows, a property that we recently rezoned from residential to commercial. Specifically, your development proposal is to construct a 2,292 square foot building for a retail marijuana establishment.

The Glenwood Meadows Annexation and Development Agreement (ADA) and Zoning and Development Plan, executed September 18, 2002, included a list of land uses. Marijuana-related uses are not listed.

We understand that Glenwood Meadows was approved years before the State and city allowed marijuana uses. However, we have consistently interpreted the ADA to be proscriptive. If the use is not listed, it is not allowed.

To move forward with your application, first you will need to request a change to the ADA's land use table which is going to require sign-off of all Glenwood Meadows property owners.

Please contact me or Gretchen Ricehill, Assistant Community Development Director, if you have questions. My contact information is provided below. You can reach Gretchen at Gretchen.Ricehill@cogs.us or 970-384-6428.

Sincerely,

Jennifer Ooton
Assistant City Manager/Community Development Director
Jenn.Ooton@cogs.us
970-384-6410

*City of Glenwood Springs Community Development Department
101 W 8th Street
Glenwood Springs, Colorado 81601
Tel: 970-384-6400
FAX: 970-945-8582*



LAND USE APPLICATION

City of Glenwood Springs
Economic and Community Development Dept.
101 West 8th Street
Glenwood Springs, CO 81601
970-384-6411

<u>Ordinance Amendments</u>		<u>Development Permits</u>	
Rezoning		Site/Architectural Plan Review	
Rezoning to Planned Unit Development (PUD)		Administrative	
Annexation		Minor	
Condominiumization		Major	
Annexation		Master Plan	
Street Vacation		Construction Plans	
		Location & Extent	
<u>Subdivisions</u>		Right of Way Encroachment License	
Minor Subdivision		Floodplain Development Permit	
Preliminary Plat		Special Use Permit	
Final Plat		<u>Flexibility and Relief Procedures</u>	
Vacation of Right-of-Way		Variance	
		Administrative Adjustment	
		Appeal	

<u>Applicant/Property Owner Information:</u>			
Applicant		Owner	
Relationship to Owner		Owner	
Applicant Address		Owner Address	
Phone	Email Address	Phone	Email Address

<u>Property Information:</u>	
Address	Parcel Number
Subdivision	Lot and Block Number
Zone District	Existing Land Use

<u>General Project Description:</u>

<u>Signatures:</u>	
The owner or applicant must be present at the hearing. All public hearings must be properly noticed according to G.S.M.C. Section 070.010.030. Signatures of all owners of the property must appear before the application is accepted. Partnerships or corporations may have the authorized general partner or corporate officer sign the application. (Attach additional incorporation documents if necessary.) I declare under the penalty of perjury that the above information is true and correct to the best of my knowledge.	7/29/2020
	Applicant Date
	Owner Date
	Owner Date