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## **RICHMOND SUMMIT LAW, LLC**

**Attorneys at Law**

Mark Richmond  
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*Serving Summit County since 1979*

February 2, 2024

### **Richmond-Lindrose Vacation Application for 6<sup>th</sup> Ave. Roadway** **Reasons for PUD and Vacation**

My name is Andy Richmond and I was born and raised in Frisco. I purchased a home at 521 Pitkin St. almost two years ago. I have long been aware of the Town's pressing need for local's housing and, having personally seen Frisco grow and change over the past 30 years I want to be part of the solution. I have followed Council's recent working groups and discussions regarding the local housing issue. I know that Council is seeking as many solutions as it can to the local housing shortage. And I believe we have a proposal that will add a different, creative way to further address Frisco's need for local's housing.

The first step in our proposal is to request that the Town vacate the 6<sup>th</sup> Ave. right-of-way between our home at 521 Pitkin, and the Lindrose's home at 601 Pitkin. We understand that vacation of public right-of-way requires a show of "overriding public interest." Counsel has already agreed that our proposal offers this public interest but I will summarize the public interest below.

In exchange for the Town's vacation, my wife and I will encumber our current home at 521 Pitkin with a local's housing covenant. Additionally, we are proposing a subdivision of our lot so as to sell the back half, that home would also be subject to a local's housing covenant. In the vacated right-of-way, we would build a third home, also subject to a local's housing covenant. And finally, our neighbors and co-applicants the Lindroses, would, on longer time frame, contribute one more local unit to the proposed area. That is the potential for four local houses from one vacated right-of-way.

All four potential local units would contain the same restriction, contained in the Planned Unit Development ("PUD") application, which is proceeding in concert with this requested vacation. That restriction, in summary, is that these local units are only available to individuals who:

- Are registered voters in Frisco, Colorado;
- Work 30 hours/week at a business who holds a business license or pay taxes in Summit County and the income from that job comprises at least 75% of their total income, or a retired person who met these same requirements for 5 consecutive years prior to retirement; an
- Uses these units as their principal place of residence, as determined by Colorado law.

To clarify, my wife and I would immediately encumber our current home, our new back lot, and the parcel we gain from vacation with a local's housing covenant. The Lindroses would sign on to an agreement that as soon as they, or their successors in interest, built a garage or added

on to their home in any way, they would be required to either add a mother-in-law apartment to the garage or build an additional local's home on their portion of the vacated parcel. You can see on the attached site plan that the 521 Pitkin side of the right-of-way would gain more land than the 601 Pitkin side. This is because the 521 side will be providing three of the four local's units, and thus much of the public benefit.


We would be able to fit this number of houses on this property by subjecting the current Richmond house, as well as the two to be built immediately, the PUD mentioned above. The PUD is based on the Code's Cabin Housing designation with some changes that reflect an incentive for local's housing. The PUD forces two of those houses be no larger than 1250 sq. ft. with the third house being no larger than 1500sq. ft. This would have the added bonus of maintaining the small cabin character of the neighborhood. The site plan attached with this application illustrates how the cabin houses would fit in this area.

By signing on to these local covenants, we are giving up significant value. We have seen what homes in this neighborhood go for on the free market. However, we have also seen that once homes in our neighborhood are sold, they often become second homes or short-term rentals, thus deteriorating the quality and character of the neighborhood. We are willing to forego the big returns of the free market to ensure that we live in a local neighborhood with people who value the area enough to make it their primary residence.

We need the PUD I have proposed to make these smaller, local units feasible. The lesser setbacks, lot sizes, and density is a necessity to make this project work. We are not trying to create, and indeed do not want, a McMansion. The PUD is designed to allow 4 locals to build nice, efficient homes that, while modest, are homes we want to live in for the rest of our lives.

The main point of our proposal is that the Town can ensure four permanent, primary residence, local units from one right-of-way, rather than risk yet another lot turning into a second home that no local can ever afford thus taking it off the local's market forever. Considering the local's housing shortage in Frisco, this is the definition of "overriding public interest." Our proposal would provide a blueprint for future vacations and would give the Town tremendous leverage because it could forever tell future applicants "The 6<sup>th</sup> Ave. vacation gave us four local homes, that is the standard."

Thank you for your consideration.



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Andy Richmond

## **Snowfell Cabins**

### **Planned Unit Development Agreement**

This Planned Unit Development Agreement (“Agreement”) is made between Andy Richmond and Lauren Echevarria (“Richmond Owners”), the Lindrose Living Trust (“Lindrose”) (Richmond Owners and Lindrose are collectively referred to as “Owners”) and the Town of Frisco (“Town”). The effective date of this Agreement shall be the date it is fully executed by Owners and Town.

#### **Recitals**

A. Richmond Owners are the owners of real property described as Lots 23, 24 Block 34, Town of Frisco, Summit County, Colorado (“Richmond Property”);

B. Lindrose is the owner of the real property described as Lots 13, 14, and part of 15, Block 33, Town of Frisco, Summit County, Colorado (“Lindrose Property”)

C. The Town has agreed to vacate part of the 6<sup>th</sup> Avenue Right-of-Way between Pitkin Street and the alley to the north to the Owners according to Resolution \_\_\_\_\_. All real property described in Recitals A, B, and C is collectively referred to as the “Property” unless distinguished as Richmond or Lindrose Property.

D. The Owners and Town agree to subdivide the Property pursuant to Frisco Town Code (“Code”) section 180-2.6.3 for minor subdivisions.

E. The Owners and Town agree to create a planned unit development (“PUD”) for the Property pursuant to section 180-2.4.2 of the Code.

F. The objective of the Owners and Town in this Agreement is to create a development that preserves the local character of the Town of Frisco while creating local housing and preserving the views and natural vegetation of the area.

WHEREFORE, the Owners and Town agree:

1. Overlay Zone. The PUD created by this Agreement is an overlay zoning district. Where this Agreement does not address a specific development standard or requirement of the Code, the provisions of the Code shall apply. Where the Agreement addresses a specific development standard or requirement, the provisions of this Agreement shall supersede such specific provisions of the Code.

2. Lot Size. The Property shall be subdivided into four (4) lots known as the Snow Fell Cabins Planned Unit Development. The lots are specifically described on the Snowfell Cabins PUD Map, attached to this Agreement as Exhibit A. The lots shall be the following sizes:

Lot 1 is 3,500 square feet.

Lot 2 is 3,500 square feet.  
Lot 3 is 8,120 square feet.  
Lot 4 is 11,518 square feet

3. Density. The maximum density for Lots 1, 2 and 3 shall be one (1) single family residential unit per Lot, with Lot 3 also entitled to construct one (1) Accessory Dwelling Unit. The Accessory Dwelling Unit may be in a detached building, attached to the principal dwelling unit, or a garage.

4. Primary Resident Unit on Lindrose Property. As part of the consideration for the vacation described in Recital B of this Agreement, Lindrose, or its successor, will construct a local unit for a Primary Resident, subject to the same restrictions as Paragraph 17 of this Agreement. This additional unit for a Primary Resident must be constructed as part of any alteration of the existing residence or new construction requiring a building permit. Upon any transfer of the Lindrose Property the Primary Resident unit must be constructed within one year after closing of the Lindrose Property transfer. The Primary Residence dwelling on the Lindrose Property may be a single family or duplex dwelling unit, or an Accessory Dwelling Unit. The Primary Resident unit may be subdivided from the Primary Residence on the Lindrose Property.

5. Design. Residences are encouraged to appear as a small cabin that is reflective of Frisco's historic architecture in terms of its small scale, pitched roof, has the appearance of natural siding, and miner's-cabin influenced past. Residences are also encouraged to incorporate sustainable building techniques including, but not limited to LEED certification, net-zero building, and solar panels.

6. Open Space and Lot Coverage. Each Lot shall contain a minimum of 600 square feet of open space. This open space requirement is the only lot coverage restriction on the Property. Driveways twelve (12) feet or less in width shall count as open space for the purpose of this requirement.

- a. Disturbed Areas on Steep Slopes. On slopes from 15 percent to 30 percent, net site disturbance shall not exceed 60 percent of the total area within this range of slopes. On slopes greater than 30 percent, net site disturbance shall not exceed 25 percent of the total area over this range of slope. The surveys required by § 180-6.5(C)(2)(c) of the Code are not required for the Property.

7. Setbacks. The setbacks shall be as follows:

Minimum Front Yard Setback: 8 feet  
Minimum Side Yard Setback: 5 feet  
Minimum Rear Yard Setback: 5 feet  
Minimum Distance Between Structures: 5 feet

8. Building Sizes. The residences on Lots 1 and 2 may be no larger than 1,250 square feet in gross floor area, including all levels, but excluding basements and attached garages. The

residence on Lot 3 may be no larger than 1,500 square feet in gross floor area, including all levels, but excluding basements and attached garages.

9. Building Heights. The maximum building height for the Snowfell Cabins Planned Unit Development shall be 30 feet. In those instances where a structure has a 12/12 roof pitch or greater, then the maximum building height limit may be up to 32 feet. When measuring the height of a building built on a slope, the building base shall be measured from highest ground elevation on which the building sits. Building height shall be measured from the ground floor and not from any walkout basement that meets the requirements of a basement in Section 10 of this Agreement.

10. Basements and Crawlspaces. Basements or other similar below-grade living areas are permitted in the Snowfell Cabins Planned Unit Development. A basement shall not exceed the gross floor area of the ground floor of the unit and shall be located primarily below the grade of the property so as not to be visible when viewed from the ground level. No more than 30 percent of the wall area of the basement may be above the finished grade and visible. A basement, regardless of its configuration or intended use, shall provide an egress window meeting the requirements of Chapter 65, Town of Frisco Building Construction and Housing Standards. Crawlspaces located below grade are permitted in the Snowfell Cabins Planned Unit Development, but shall not exceed the gross floor area of the ground floor for the unit. Crawlspaces shall not be habitable living space as defined by Chapter 65, Town of Frisco Building Construction and Housing Standards. A crawlspace area may be used for storage, mechanical equipment, or other similar uses that do not involve habitation.

11. Covered Porches and First Floor Heights. Covered porches may be built on each residence in the Snowfell Cabins Planned Unit Development. Covered porches are excluded from the gross floor area and lot coverage restrictions. Porches shall be designed to be in scale with overall development. First floor ceiling heights are not otherwise limited.

12. Parking. On-site parking areas shall be provided in the amount of one parking space per bedroom, with a maximum of two parking spaces required per residence.

13. Garages. Each Lot may have either an attached or detached garage. The maximum size of a garage shall not exceed 550 square feet. Lots may also share a common garage. The maximum size of a common garage shall not exceed 850 square feet. If a common garage is constructed it need not meet setback requirements for boundaries within the Snowfell Cabins Planned Unit Development though it must still meet setback requirements to Town property or real property not subject to this Agreement.

14. Storage Sheds. Storage sheds are permitted so as long as the storage shed does not exceed 50 square feet of floor area. The floor area for an attached storage shed is exempt from the floor area calculation for residences, but a shed is subject setback requirements.

15. Certified Solid-Fuel-Burning Devices. A residence may contain a Certified Solid-Fuel-Burning Device as long as the device meets the emission standards set forth in Section VI of Regulation No. 4 of Volume 1 of the Colorado Air Quality Control Commission.

16. Covenants. Additional covenants and restrictions on the Property will be contained the Declaration for Snowfell Cabins Planned Unit Development (“Declaration”). That Declaration shall incorporate this Agreement by reference. In the event of a conflict between the terms of this Agreement and the Declaration, this Agreement shall prevail.

17. Local Restriction. With the exception of the main residence on the Lindrose Property, all Lots in the Snowfell Cabins Planned Unit Development must be owned by Primary Residents only. For the purposes of this Agreement, a “Primary Resident” is an individual who:

- is a registered voter in the Frisco, Colorado;
- who works an average of 30 hours or more per week at a business in Summit County, Colorado that holds a valid and current business license, or is otherwise generally recognized as a legitimate business, and earns at least 75% of their income from such business. Or is retired, was 60 years of age or older at the time of retirement; for the 5 years immediately prior to retirement, worked an average of 30 hours or more per week at a business in Summit County, Colorado that held a valid and current business license, or paid sales taxes, or was otherwise generally recognized as a legitimate business; and earned at least 75% of their income from such business during such 5-year period; and
- whose Principal Place of Residence is a residence on the Property in the Snowfell Cabins Planned Unit Development. “Principal Place of Residence” means the home or place in which one's habitation is fixed and to which one has a present intention of returning after a departure or absence therefrom. To determine a person's Principal Place of Residence, the criteria set forth in C.R.S. § 31-10-201(3) shall apply.

A Lot may be leased, for a term of not less than nine (9) months, to a party who qualifies as a Primary Resident.

All owners or renters of a Lot qualify as a Primary Resident as long as they are a spouse, partner, child, or parent of Primary Resident who meets all qualifications of this Paragraph 17.

18. Development. All houses developed on the Property will be reviewed as a Minor Site Plan Project as defined by the Code.

19. Modification. No substantial modification, removal, or release of the provisions of this Agreement shall be permitted except upon approval by the Town following a public hearing.

20. Enforcement. The provisions of this Agreement are made for the benefit of the residents, occupants, and owners of Snowfell Cabins Planned Unit Development as well as the Town. This Agreement shall run with the land and is enforceable in law or in equity by the residents, occupants, and owners of Snowfell Cabins Planned Unit Development as well as the Town.

**OWNERS**

\_\_\_\_\_  
Andy Richmond                      Date

\_\_\_\_\_  
Lauren Echevarria                      Date

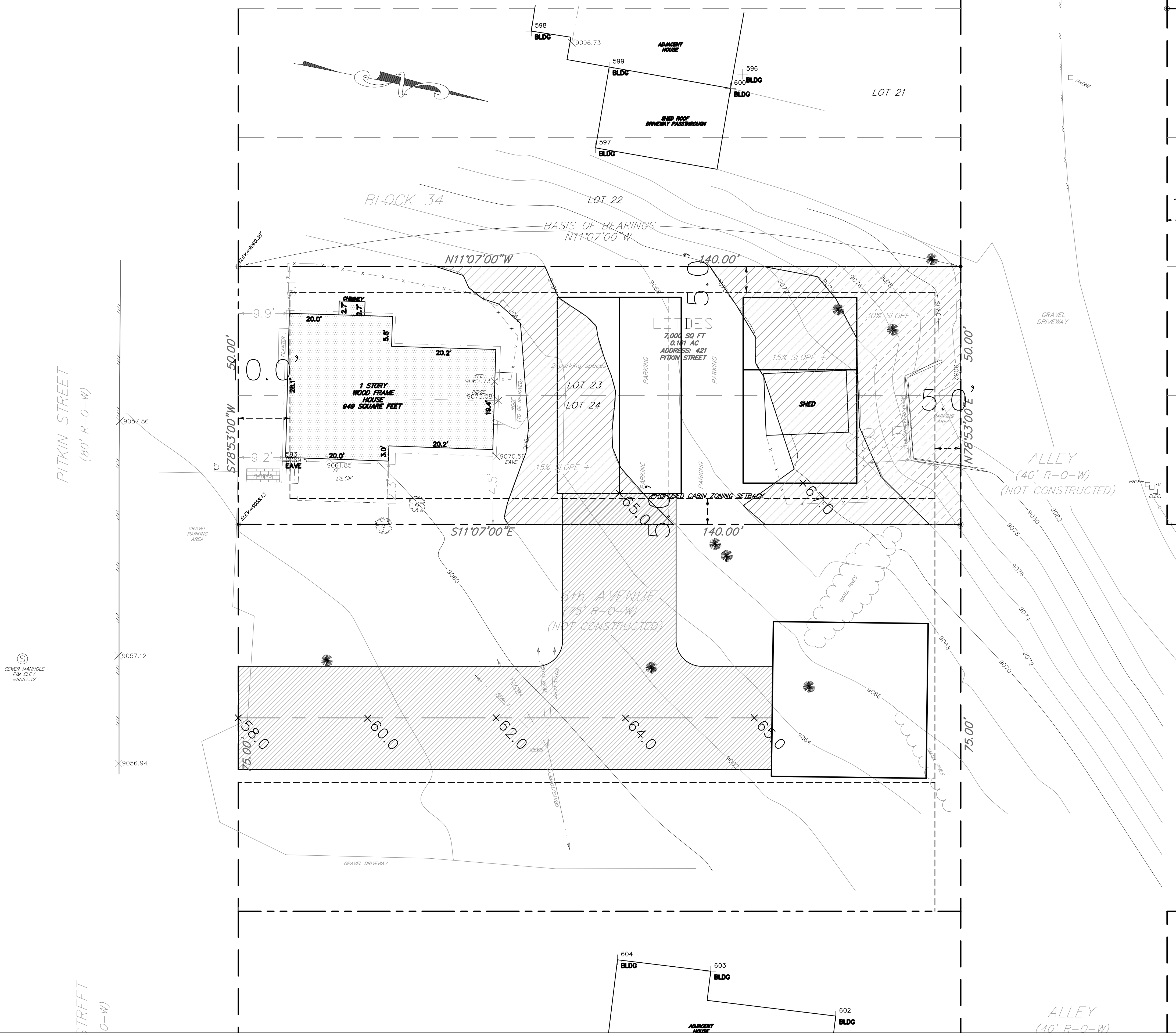
\_\_\_\_\_  
Al Lindrose as Trustee                      Date  
For the Lindrose Living Trust

\_\_\_\_\_  
Marta Lindrose as Trustee                      Date  
For the Lindrose Living Trust

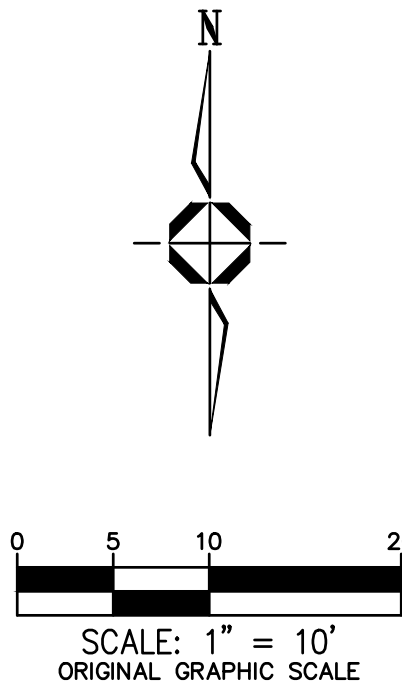
**TOWN OF FRISCO**

\_\_\_\_\_  
By: \_\_\_\_\_                      Date  
Title: \_\_\_\_\_

A TOPOGRAPHIC MAP OF  
LOTS 23, 24 & 6TH AVE., BLOCK 34  
AMENDED FRISCO TOWNSITE  
TOWN OF FRISCO, SUMMIT COUNTY, COLORADO



- LEGEND
- PROPOSED 2' AND 10' CONTOUR
  - EXISTING 2' AND 10' CONTOUR
  - PROPOSED STORM SEWER W/ FES
  - EXISTING GAS WITH METER AND VALVE
  - EXISTING WATER WITH METER AND VALVE
  - EXISTING FIRE HYDRANT
  - EXISTING WATER MANHOLE
  - EXISTING SANITARY WITH MANHOLE
  - EXISTING CLEAN OUT
  - EXISTING STORM SEWER MANHOLE
  - EXISTING TELEPHONE PEDESTAL
  - EXISTING TELEPHONE MANHOLE
  - EXISTING SIGNAL BOX
  - EXISTING SIGNAL POLE
  - EXISTING SIGN
  - EXISTING ELECTRIC LINE
  - FLOWLINE ELEVATION
  - LOW POINT ELEVATION
  - HIGH POINT ELEVATION
  - TOP BACK OF CURB
  - EDGE OF ASPHALT
  - TOP OF WALL
  - GROUND ELEVATION AT FACE OF WALL
  - EXISTING WETLANDS
  - EXISTING WETLANDS SETBACK
  - LIMITS OF EXCAVATION
  - PROPOSED RETAINING WALL
  - FLOW ARROW
  - CONSTRUCTION FENCE
  - CURB AND GUTTER



CALL UTILITY NOTIFICATION  
CENTER OF COLORADO  
811  
CALL 2 BUSINESS DAYS IN ADVANCE  
BEFORE YOU DIG, GRADE OR EXCAVATE  
FOR THE MARKING OF UNDERGROUND  
MEMBER UTILITIES.

OVERALL GENERAL NOTES:

1. THE CONTRACTOR SHALL OBTAIN, AT HIS EXPENSE, ALL PERMITS WHICH ARE NECESSARY TO PERFORM THE PROPOSED WORK.
2. TRENCHES SHALL BE EXCAVATED AND THE PIPE EXPOSED FOR INSPECTION AT ANY LOCATION ON THE PROJECT IF SO ORDERED.
3. ALL STREET STATIONING IS ALONG THE CENTERLINE OF THE ROADWAY UNLESS OTHERWISE NOTED. FOR SEPARATE WATER & SANITARY SEWER PLANS THE STATIONING IS ALONG THE CENTERLINE OF THE PIPE.
4. THE PROFILE GRADE ON THE PLANS IS ALONG THE ROADWAY CENTERLINE UNLESS OTHERWISE NOTED.
5. THE CONTRACTOR SHALL HAVE ON HIS POSSESSION AT THE SITE A COPY OF THE APPROVED CONSTRUCTION PLANS.
6. LIMITS OF WORK: NO AREAS SHALL BE DISTURBED OUTSIDE OF THE TEMPORARY CONSTRUCTION EASEMENTS AND THE ROADWAY DISTURBANCE LIMITS.
7. ALL CONSTRUCTION SHALL CONFORM TO THE SUMMIT COUNTY STANDARDS AND SPECIFICATIONS AS APPLICABLE. ALL WORKMANSHIP SHALL BE SUBJECT TO INSPECTION BY THE DEVELOPER, SUMMIT COUNTY, OR THEIR REPRESENTATIVES. ONE OR ALL OF THE PARTIES HAS THE RIGHT TO REJECT MATERIALS AND WORKMANSHIP WHICH DO NOT CONFORM TO SPECIFICATIONS.
8. THE CONTRACTOR SHALL NOTIFY THE SUMMIT COUNTY AND THE PUBLIC UTILITY COMPANIES PRIOR TO PROCEEDING WITH ANY EXCAVATION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR LOCATING ANY EXISTING UTILITY (INCLUDING DEPTHS) WHICH MAY CONFLICT WITH THE PROPOSED CONSTRUCTION. ALL EXISTING UTILITIES SHALL BE PROTECTED FROM DAMAGE BY THE CONTRACTOR. DAMAGED UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT HIS OWN EXPENSE. ALL ITEMS SHOWN ON THE PLANS AS EXISTING ARE SHOWN IN APPROXIMATE LOCATIONS ONLY. THE ACTUAL LOCATIONS MAY VARY FROM THE PLANS, ESPECIALLY IN THE CASE OF UNDERGROUND UTILITIES. WHENEVER THE CONTRACTOR DISCOVERS A DISCREPANCY IN LOCATIONS, THE CONTRACTOR SHALL CONTACT THE ENGINEER IMMEDIATELY. ALL WORK PERFORMED IN THE AREA OF THE PUBLIC UTILITIES SHALL BE PERFORMED ACCORDING TO THE REQUIREMENTS OF THESE AGENCIES.
9. CONTRACTOR SHALL GIVE 48 HOURS NOTICE TO COUNTY PERSONNEL TO PERFORM REQUIRED INSPECTIONS AND PRIOR TO ANY CONSTRUCTION ON THIS SITE.
10. ALL EXCAVATION SHALL COMPLY WITH OSHA SAFETY REGULATIONS.

DRIVEWAY GENERAL NOTES:

1. EARTHWORK OPERATIONS SHALL BE IN ACCORDANCE WITH GEOTECHNICAL REPORT
2. PAVING SHALL NOT START UNTIL SUBGRADE COMPACTING TESTS ARE TAKEN AND MEET THE REQUIREMENTS OF THE PLANS AND SPECS AND FINAL PAVEMENT DESIGN BY GEOTECHNICAL ENGINEER AND/OR SUMMIT COUNTY STANDARDS, WHICHEVER ARE MORE STRINGENT. THE PAVEMENT SECTION SHALL BE IN ACCORDANCE WITH THE GEOTECHNICAL REPORT FOR THIS PROJECT. THE MINIMUM DEPTH OF ASPHALT SHALL BE 3 INCHES.
3. THE CONTRACTOR SHALL SAW-CUT ALL EXISTING PAVEMENT WHERE MATCH LINES WITH EXISTING EDGE OF PAVEMENT OCCUR.
4. PORTLAND CEMENT CONCRETE SHALL MEET THE FOLLOWING REQUIREMENTS:
  - A. COMPRESSIVE STRENGTH OF 4000 PSI AFTER 28 DAYS OF CURE TIME;
  - B. AIR CONTENT OF 6.5% ± 1.5%;
  - C. MAXIMUM SLUMP OF 5" ± 1";
  - D. "FIBER MESH" FIBERS SHALL BE ADDED TO CONCRETE FOR STRENGTH, AT A RATE OF 1.5 POUNDS OF FIBER PER CUBIC YARD OF CONCRETE.
5. ROADWAY RETAINING WALL VERTICAL AND HORIZONTAL INFORMATION HAVE BEEN ESTABLISHED AS PART OF THESE ROADWAY PLANS. STRUCTURAL, GEOTECHNICAL, AND DRAINAGE ENGINEERING FOR THE WALLS IS BY OTHERS (SEE SEPARATE DESIGN DOCUMENTS).
6. COMPACTION TESTING FOR THE BASE COURSE IN THE ROADWAY SHALL MEET 95% OF MODIFIED PROCTOR (ASTM D-1557) THE MATERIAL BEING WITHIN 2.0 PERCENT OF OPTIMUM MOISTURE. EACH LIFT OF ASPHALT SHALL MEET THE MINIMUM DENSITY OF 92-96 PERCENT MAXIMUM THEORETICAL DENSITY AS DETERMINED BY THE RICE DENSITY METHOD (ASTM D-2041). TESTS SHALL BE MADE AT A FREQUENCY OF EVERY 200 LINEAR FEET AND AT EVERY 12" COMPACTED LIFT OF FILL PLACED, AND FOR EVERY LIFT OF ASPHALT PLACED OR ROLLED. ASPHALT DENSITY TESTING SHALL BE PERFORMED ON EACH LIFT AT INTERVALS OF ONE TEST PER EVERY 250 LINEAR FEET PER LANE. TEST LOCATIONS ON EACH LIFT AND EACH LANE SHALL BE STAGGERED.
7. DURING EARTHWORK OPERATION GEOTECHNICAL ENGINEER SHALL ASSESS ACTUAL SUB-SURFACE CONDITIONS AND REQUEST ADDITIONAL REQUIREMENTS IF NECESSARY.

NOTE:

- 1) ALL WALLS OVER 4' TO BE DESIGNED BY OTHERS. SEE PLANS BY STRUCTURAL ENGINEER FOR ADDITIONAL DETAILS ON WALL TYPE AND DESIGN REQUIREMENTS.
- 2) NOTIFY ENGINEER 48 HOURS BEFORE START OF CONSTRUCTION.
- 3) SEE STRUCTURAL AND GEOTECHNICAL PLANS FOR DETAILS ON FOUNDATION DRAINS.

TEN MILE  
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Frisco, CO 80443  
970.485.5773  
tenmileengineer@aol.com

Project		Sheet	
Date		07/06/19	
Scale		1"=10'	
		C1	



