

Attachment A: Application Materials



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RICHMOND SUMMIT LAW, LLC

Attorneys at Law

Mark Richmond
Andy R. Richmond

Serving Summit County since 1979

May 1, 2023

Susan Lee
Community Development Department
Frisco Town Hall * 1 Main Street
PO Box 4100
Frisco, CO 80443

Richmond-Lindrose Vacation Application for 6th Ave. Roadway **Reasons for the Requested 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 6th 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." Our proposal offers this public interest.

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 survey from Ten Mile Engineering that the 521 Pitkin side of the right-of-way would gain slightly 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 Ten Mile Engineering site plan attached with this application illustrates how the cabin houses would fit in this area.

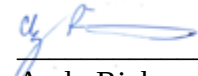
The covenant we propose would not have the AMI or resale caps that some of the current local housing projects in the Town do. As a recent home buyer, and judging from some of Council's recent discussions, AMI and resale caps can create some issues for buyers. That is not to say that they do not have a place, but rather that the Town should have several options in its local housing arsenal. AMI caps create a situation where some buyers are left behind because they make too much to qualify for an AMI cap but don't make enough for a free market home. Resale caps can provoke dissatisfaction because they essentially disallow locals from participating in the real estate market while second homeowners strike it rich when home values in town rise. Our local housing covenant would instead regulate the local requirement with a strict covenant limiting ownership of these homes to locals who work in Summit County, with a preference to locals who work in Frisco specifically. Additionally, there would be a covenant requiring that these homes be the primary residence of each owner. That ensures there is no real estate speculation or investment purchases in our development, each owner has to want to live there. Thus, we would regulate price with a combination of the local's covenant and the small size of the homes. Essentially, the fact that you must sell to a local, it must be that local's primary residence, and the house cannot be more than 1000 sq. ft. will not allow the prices on these homes to become prohibitive.

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.

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 6th Ave. vacation gave us four local homes, that is the standard."

Thank you for your consideration.



Andy Richmond



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Mark Richmond
Andy R. Richmond

Mary Winston,
Legal Assistant

May 7, 2021

Community Development Department
Frisco Town Hall * 1 Main Street
PO Box 4100 * Frisco, CO 80443

Richmond-Lindrose Vacation Application for 6th Ave. Roadway **Names and Addresses of Record Owners of Adjacent Property**

The names and addresses of all record owners of property adjacent to the roadway proposed to be vacated are:

Andy Richmond and Lauren Echevarria

P.O. Box 92

Frisco, Colorado 80443

Owners of Lots 23, 24, Block 34 FRISCO TOWN SUB commonly known as 521 Pitkin Street,
Frisco, Colorado 80443

Albert and Marta Lindrose

1225 Gapter Rd

Boulder, CO 80303

Owners of Lots 13, 14, and part of Lot 15, Block 33 FRISCO TOWN SUB commonly known as
601 Pitkin Street, Frisco, Colorado 80443

All record owners are participating applicants to this application.



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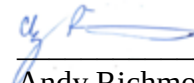
May 7, 2021

Community Development Department
Frisco Town Hall * 1 Main Street
PO Box 4100 * Frisco, CO 80443

Richmond-Lindrose Vacation Application for 6th Ave. Roadway **Certification of Statements**

As primary applicant, I, Andy Richmond, certify that the following statements are true:

1. That no land adjoining any roadway to be vacated is left without an established public road connecting said land with another established public road.
2. That the roadway or easement to be vacated is no longer necessary for present or prospective public use or convenience.



Andy Richmond



RICHMOND SUMMIT LAW, LLC
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Mac Buehler,
Legal Assistant

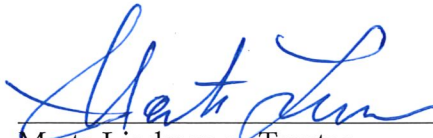
Town of Frisco
Planning Division
1 East Main Street
Frisco, CO 80443

Owner Consent re REZ-24-0001

I, Marta Lindrose, am a trustee of the Lindrose Living Trust, which owns the real property located at 601 Pitkin Street, Frisco, Colorado (the "Property"). I am aware that our neighbors, Andy and Lauren Richmond have applied to the Town of Frisco ("Town") to:

- Have the 6th Ave. Right-of-Way vacated;
- To have part of the vacated 6th Ave. Right-of-Way added to our Property; and
- To rezone the Richmond Property, the vacated 6th Ave. Right-of-Way and our Property as a Planned Unit Development.

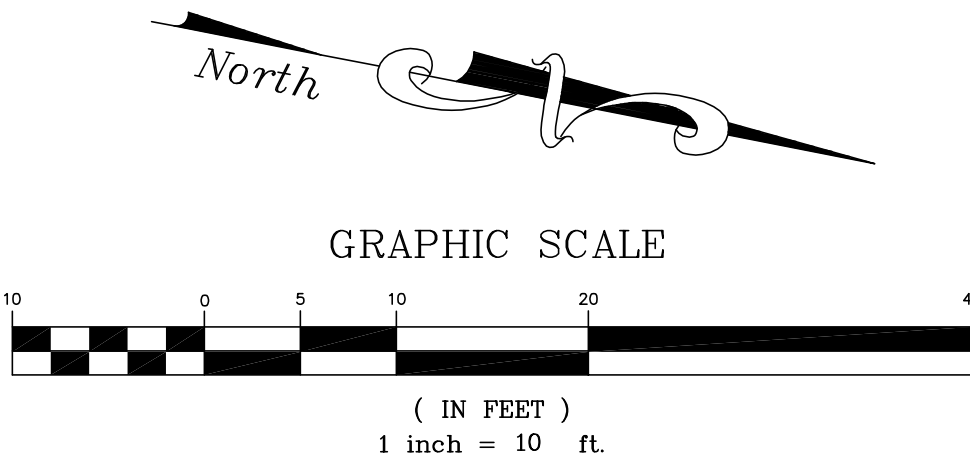
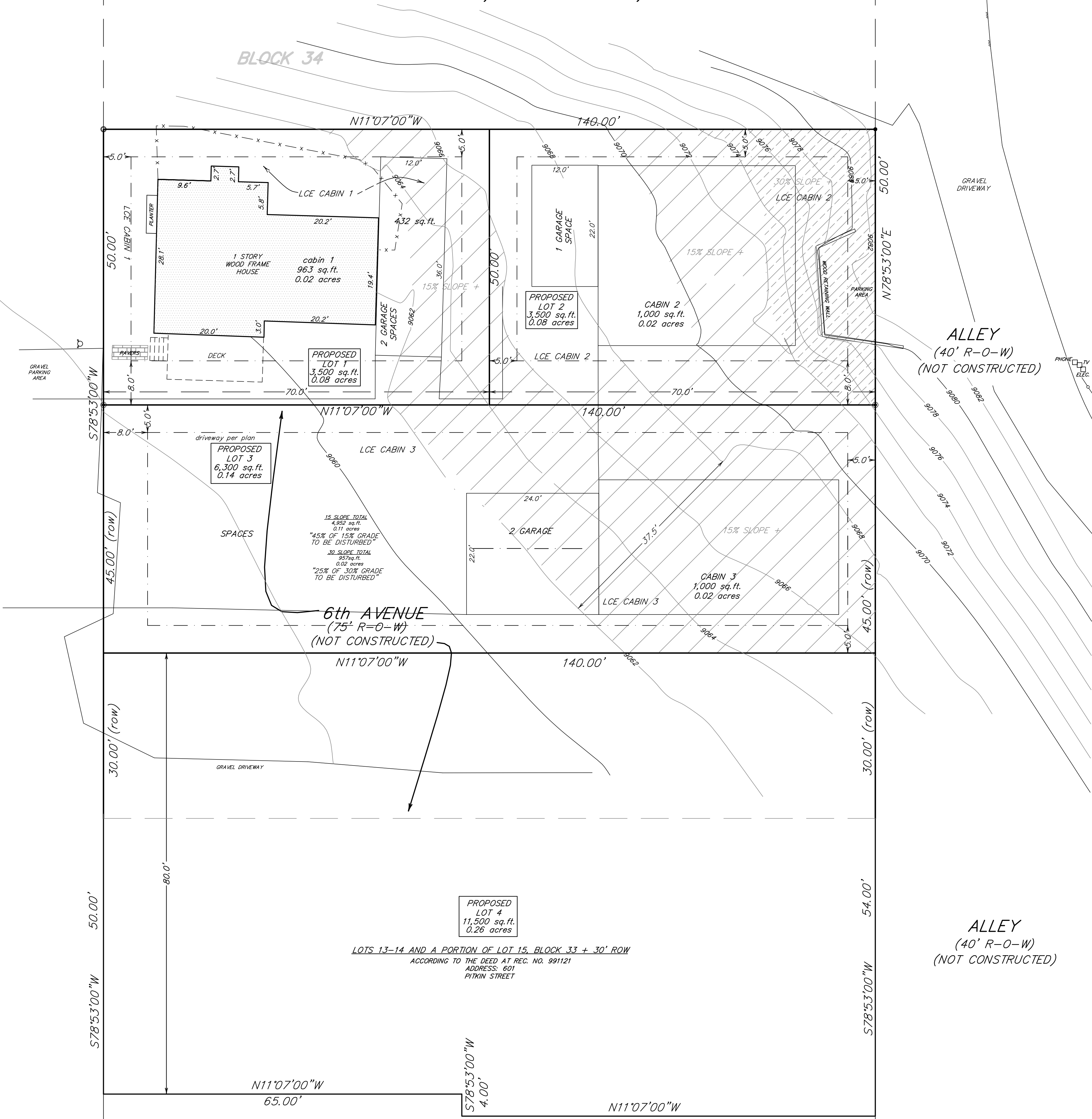
On behalf of the Lindrose Living Trust I consent to the applications, designated REZ-24-0001 and VAC-21-0001 by the Town, and any future applications related to these projects, by the Richmonds.


Marta Lindrose as Trustee
of the Lindrose Living Trust


Date

A PRELIMINARY PLAN EXHIBIT
LOTS 23 AND 24, BLOCK 34 & LOTS 13, 14 & PT. OF 15, BLOCK 33
AMENDED FRISCO TOWNSITE
TOWN OF FRISCO, SUMMIT COUNTY, COLORADO

PITKIN STREET
(80' R-O-W)



LOTS 1-4
BLOCK 34

6th AVENUE
(75' R-O-W)
DIRT ROAD

ALLEY
(40' R-O-W)
(NOT CONSTRUCTED)

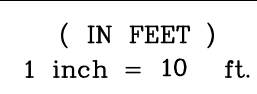
ALLEY
(40' R-O-W)
(NOT CONSTRUCTED)

FRISCO STREET HOMESITES
BLOCK 33

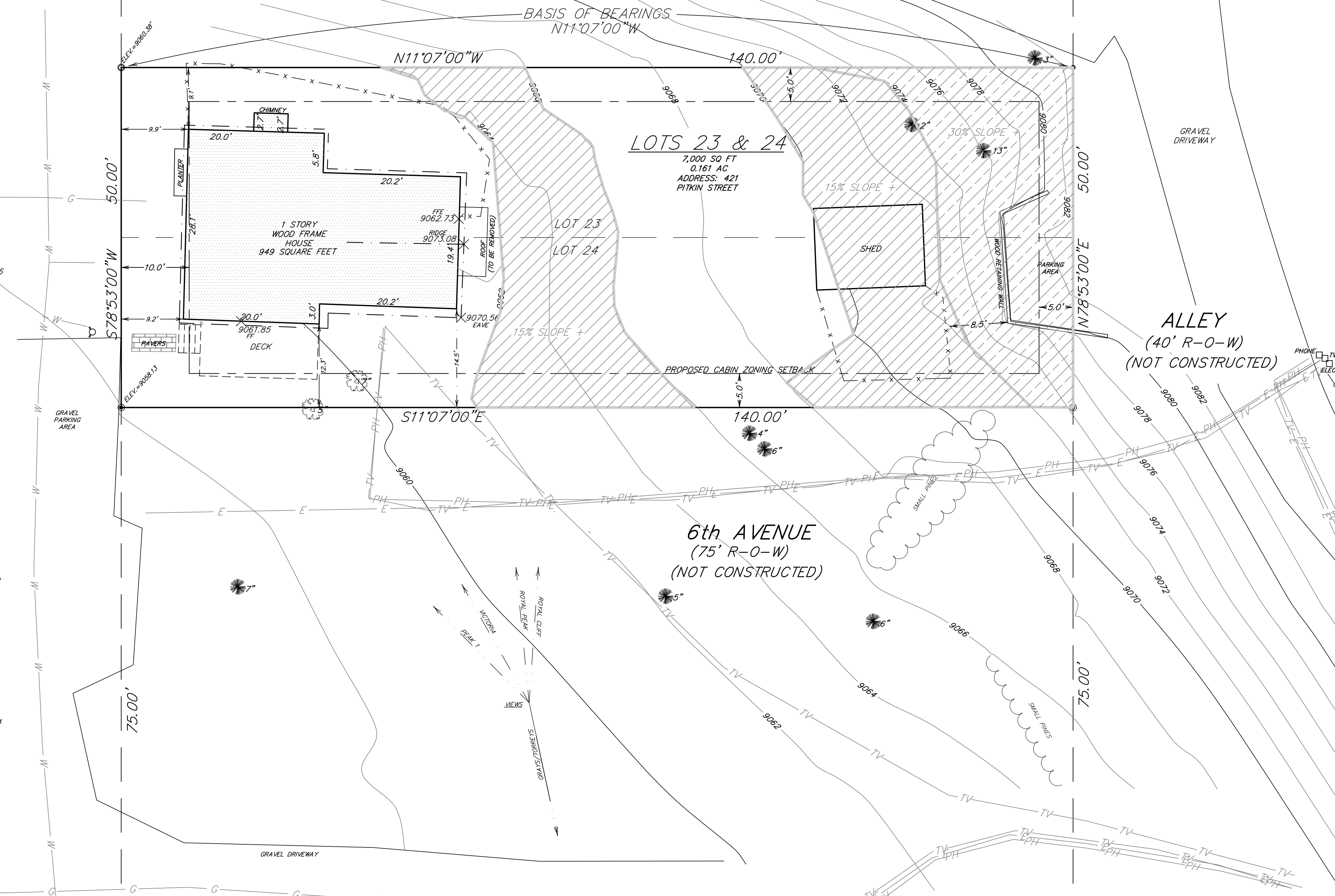
NOTE: ACCORDING TO COLORADO LAW, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

LOTS 13-14 AND A PORTION OF LOT 15, BLOCK 33 + 30' ROW
ACCORDING TO THE DEED AT REC. NO. 991121
ADDRESS: 601
PITKIN STREET

TOWN OF FRISCO, SUMMIT COUNTY, COLORADO



● SET REBAR & YELLOW PLASTIC CAP (PLS 26292)
 ○ FOUND REBAR & YELLOW PLASTIC CAP (PLS 4974)
 ○ FOUND REBAR & PURPLE PLASTIC CAP (PLS ????)
 ♪ FIRE HYDRANT
 — x — x — FENCE
 🌳 3" PINE TREE WITH TRUNK DIAMETER
 🌳 6" SPRUCE TREE WITH TRUNK DIAMETER
 — W — WATER LINE
 — G — GAS LINE
 — SS — SANITARY SEWER LINE
 — E — UNDER GROUND ELECTRIC LINE
 — TV — UNDER GROUND TV LINE
 — PH — UNDER GROUND PHONE LINE



PITKIN STREET
(80' R-O-W)

ALLEY
(40' R-O-W)
(NOT CONSTRUCTED)

~~6th AVENUE
(75' R-O-W)
(NOT CONSTRUCTED)~~

ALLEY
(40' R-O-W)
(NOT CONSTRUCTED)



<i>Drawn JJK/ESH</i>	<i>Dwg 22086TP</i>	<i>Project 22086</i>
<i>Checked RRJ</i>	<i>Date 10/19/2022</i>	<i>Sheet 1 of 1</i>


R-A-N-G-E **W-E-S-T**
 ENGINEERS & SURVEYORS INC.

P.O. Box 589
Silverthorne, CO 80498 970-468-6281

Attachment B: Proposed draft PUD

For reference as public benefit but not to be reviewed at this time

Snowfell Cabins **Planned Unit Development Agreement**

This Planned Unit Development Agreement (“Agreement”) is made between Andrew Richmond and Lauren Echevarria a/k/a Lauren Richmond (“Richmond”), the Lindrose Living Trust dated April 18, 2012 (“Lindrose”) (Richmond 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 owns the real property described as Lots 23 and 24 Block 34, Town of Frisco, Summit County, Colorado (“Richmond Property”).

B. Lindrose owns 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 the 6th 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 Snowfell 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

Lot 4 may subdivide its Primary Resident unit from the main residence on the Lindrose Property as described in paragraph 4 of this Agreement. In that instance, the newly created lot with the Primary Resident unit may have a size ranging from 1,000 square feet to 5,000 square feet, and Lot 4 may have a lot size ranging from 6,518 square feet to 10,518 square feet.

3. Density. The maximum density for Lots 1, 2 and 3 shall be one (1) single family residential unit per Lot, and Lot 3 may also 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. Habitation of all Accessory Dwelling Units described in this Agreement shall be subject to the restrictions of paragraph 17 of this Agreement only, no other restrictions to habitation of the Accessory Dwelling Units shall apply.

4. Primary Resident Unit on Lindrose Property. As part of the consideration for the vacation of the 6th Avenue right-of-way, Lindrose, or its successor, will construct a local unit for a Primary Resident, subject to the same restrictions as Paragraph 17 of this Agreement. Construction of this additional unit for a Primary Resident must be begin within three (3) years of either of the following acts: i) any alteration of the existing residence or new construction requiring a building permit; or ii) any transfer of the Lindrose Property. Lindrose, or its successor, will be considered to have begun construction on the additional unit by submitting plans to the Town's planning department which are reasonably calculated to meet the requirements of the Code and this Agreement. The Primary Resident unit on the Lindrose Property may be a single family or duplex dwelling unit, or an Accessory Dwelling Unit. The Primary Resident unit on the Lindrose Property may be no larger than 1,250 square feet in gross floor area, including all levels, but excluding basements and attached garages. The Primary Resident unit on the Lindrose Property may be subdivided as a separate lot or developed as an Accessory Dwelling Unit. At the option of the owner of the Lindrose Property at the time of construction of the Primary Resident Unit, the Lindrose Property Primary Resident unit or all of the Lindrose Property may be made subject to this Agreement.

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 8/12 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 paragraph 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 to other buildings within the Snowfell Cabins Planned Unit Development though it must still meet setback requirements to 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. The Primary Resident unit on the Lindrose Property and Lots 1, 2, and 3 in the Snowfell Cabins Planned Unit Development must be owned by Primary Residents only. For the purposes of this Agreement, a “Primary Resident” means:

- a person and their spouse and dependents 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 a person who 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 is otherwise generally recognized as a legitimate business, and earned at least 75% of their income from such business; and
- whose Principal Place of Residence is a residence on the Property in the Snowfell Cabins Planned Unit Development and is a registered voter in the Frisco, Colorado. “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.

The term “business” means an enterprise or organization providing goods and/or services, whether or not for profit, and shall include, but not be limited to, educational, governmental, and other similar institutions.

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 all Parties to this Agreement.

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

Andrew Richmond Date

Lauren Echevarria Date

Marta Lindrose as Trustee Date
For the Lindrose Living Trust dated April 18, 2012

TOWN OF FRISCO

By: _____ Date
Title: _____