

TAILWATERS

STAGECOACH  COLORADO



Subdivision Preliminary Plan Application

Submitted January , 2024

CONTOUR
DESIGN COLLECTIVE

PO Box 56 Minturn, CO 81645
Office: 970-239-1485 | contourdesigncollective.com

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EXHIBITS

- Exhibit A: Property Legal Descriptions
- Exhibit B: Title Commitment
- Exhibit C: Revised Commercial Plan
- Exhibit D: Morrison Creek Metro Dist. Ability to Serve Letter
- Exhibit E: Morrison Creek Metro Dist. MOU
- Exhibit F: Yampa Valley Electric Association Correspondence
- Exhibit G: Oak Creek Fire Protection District MOU
- Exhibit H: Construction Phasing Plan

SECTION 1.0: Introduction

1.1 Overview

This land use application is being submitted for the approval of a Subdivision Preliminary Plan for a planned recreational oriented mixed-use residential development project. The project referred to as “Tailwaters” is located on a parcel that encompasses approximately 89.17 acres located to the east and along County Road (“CR”) 18A, south of Stagecoach Reservoir and the South Shore subdivision – in North Stagecoach (the “Site”). The parcel was formerly owned by Tri-State Generation & Transmission Association and was purchased in 2022 by Tailwaters at Stagecoach LLC (the “Applicant”). Portions of the parcel overlooks the Stagecoach Reservoir and County Roads 18a and 16 abut the Site, portions of CR 16 pass through the southeast corner of the parcel.



Stagecoach Reservoir

The proposed subdivision will transform an “infill” dormant open space property into a thoughtful, diverse and inclusive residential neighborhood. The proposed plan seeks to acknowledge the ambitious history of the Stagecoach area as adopted in the 1999 Community Plan as well as the more recent direction adopted in the 2017 Community plan by providing an appropriately scaled built environment interconnected by natural pedestrian paths, open space, play space, community gathering areas, and Little Morrison Creek. Residential service needs for the entire Stagecoach community will be fulfilled by a small neighborhood scale commercial market area, with potential services such as daycare, office, amphitheater, restaurant, and retail, located conveniently at the intersection of CR 16 and 18A.

Environmental sustainability, resource protection and energy efficiency are foundational land planning and architectural design elements. With the use of the latest technological advances in energy efficiency and water conservation, our goal is to provide a sustainable community designed for the future and enriched by its past.



1- Architectural Inspiration

The architectural character of this special place will be grounded in the historical context of saltbox style homes enhanced by design elements allowed by modern building methods. Design Guidelines for the planning areas will set forth the standards of quality and conformance which allow for a diverse, yet cohesive style to be treasured for generations.

1.2 Project Description

The Applicant is looking to develop the Site with a mix of 200 residential units, a small neighborhood commercial area, and the necessary infrastructure improvements required to serve the development (the “Project”). The Project represents a carefully designed new neighborhood located in Stagecoach, a central location in Routt County, Colorado. This neighborhood represents “infill” on a relatively level site well suited to a Master Planned community by a number of different measures. These measures include transportation and transit access, existing recreation, views, open space and overall livability. The plan is consistent with long-term Routt County planning efforts including the 2022 Routt County Master Plan and the 2017 Stagecoach Community Plan.

The Project responds to evolving local, regional and national consumer demands. For example, planning principles include sustainable design, clustered density within walking distance to the proposed neighborhood marketplace and recreational amenities and a diverse inclusionary approach to housing. The plan embodies the spirit of the associated community and county plans by balancing the needs of all inhabitants and creating a sense of community and fulfillment through shared values that are exemplified in the focus on quality, sustainability, energy efficiency and inclusivity.

A balanced approach inclusive of land planning, creation of the built environment and financial realities are essential to creating a successful neighborhood. Currently, the anticipated elements of the Project include:

- A 4.11 acre commercial zone or neighborhood marketplace to fulfill needs of the entire Stagecoach community which could include: park space, community retail market, childcare, office space, restaurant, and five (5) live / work units.
- Approximately 156 single family and duplex lots on just under 36 acres of land with lot sizes as follows:
 - Twenty-four (24) lots, approximately one-quarter acre or larger in size, for single family homes (12% of the residential units).
 - Sixty-six (66) lots, that range from approximately 0.15 – 0.20 acres in size (6,500-8,700 s.f.), for single family homes (33% of the residential units).
 - Thirty-three duplex lots that would contain sixty-six (66) duplex units (33% of the residential units).
- Forty (40) multi-family four plex townhome units on three separate lots containing a total of 2.3 – acres (20% of the residential units).
- New infrastructure: Roadway, electric, new water/sewer lines (per Morrison Creek Water and Sanitation).

LAND USES

- 88.87 Total Parcel Acreage
- 40 Acres Residential Use
- 196 +/- Residential Units on 126 Lots
- Approximately 10 acres roads & ROW
- 4.11 Acres Commercial / Mixed Use (including 5 residential units)
- 10,000-20,000 S.F. Commercial Space
- 38 Acres of Open Space (50% of Subdivision)



2- View from Site looking to the North

1.3 Permitting Overview

This land use application is being submitted for the approval of a Subdivision Preliminary Plan for a planned recreational oriented mixed-use residential development project as described above. The Applicant submitted several applications for sketch plan review and zoning changes to the Site which were publicly reviewed by the Routt County Planning Commission and Board of County Commissioners in July of 2023.

In April of 2023 the Applicant submitted multiple applications to the County for the Project. The description and current status is outlined below:

- Subdivision Sketch Plan (Project Number PL20220110) – approved with conditions required for Preliminary Plan.
- Zoning Change for a portion of the property from HDR to Commercial (Project Number PL20230067) – approved.
- Zoning Change to amend the Future Land Use Map (FLUM) for Stagecoach (Project Number PL20230037) – approved.

Planning Commission reviewed this project at their July 6, 2023 hearing. They recommended approval of the amendment to the Future Land Use Map (FLUM) with a 7-1 vote. Commissioner Benjamin voted against approval because he felt that the proposed location was not the right location for the Stagecoach area. The motion for the Sketch Subdivision and Zone Change were grouped together because that is how staff listed it in the staff report. They recommended approval of the Sketch Subdivision and Zone Change with an 8-0 vote. The Sketch Subdivision approval was subject to a number of conditions from the Planning Commission.

The Board of County Commissioners reviewed the project at their July 25th hearing. The Board unanimously approved all three applications at that hearing. The Board added several additional conditions to those already proposed by the Planning Commission for the Sketch Plan (see Exhibit A).



3- Aerial of Stagecoach Reservoir

SECTION 2.0: APPLICATION MATERIAL

2.1 Property Legal Description & Subdivision Boundary

The property is comprised of a single parcel of land referenced by the Routt County Assessor's office as parcel number 961052001. The legal descriptions are provided in Exhibit B.



Subdivision Boundary

2.2 Applicant's Identity

The applicant is Tailwaters at Stagecoach LLC, which was recently renamed from the same ownership group, Saltbox Custom Homes LLC, which is represented by:

Contour Design Collective, LLC

Attn: Tim McGuire

164 Railroad Ave, Suite 150

Minturn, CO 81645

Office: 970-239-1485

Cell: 802-473-0275

Email: tmcguire@contourdesigncollective.com

2.3 Letter of Authorization

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned executes this Statement of Authority on behalf of Tailwaters at Stagecoach LLC, a limited liability company, an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The Name of the Entity is, Tailwaters at Stagecoach LLC, formed under the laws of Colorado, with a mailing address of PO Box 2987, Edwards, CO 81632.

The name and/or position of the person(s) authorized to encumbering, or otherwise affecting title to real property on behalf of the Entity is Tim McGuire, Michael Jackson and Zach Perdue, all of Contour Design Collective LLC, a Colorado limited liability company.

The limitations upon the authority of the persons named above or holding the position described above to bind the Entity are as follows: in relation to representing the Entity for the purposes of gaining entitlements and the subdivision of the property within Routt County. The specific parcel being referred to is located in SW1/4, Section 32, Township 4 North, Range 84 West and in Lots 8 and 9 Section 5, Township 3 North Range 84 West, of the 6th P.M., in Routt County, Colorado. The parcel consists of 89.17 acres of land.

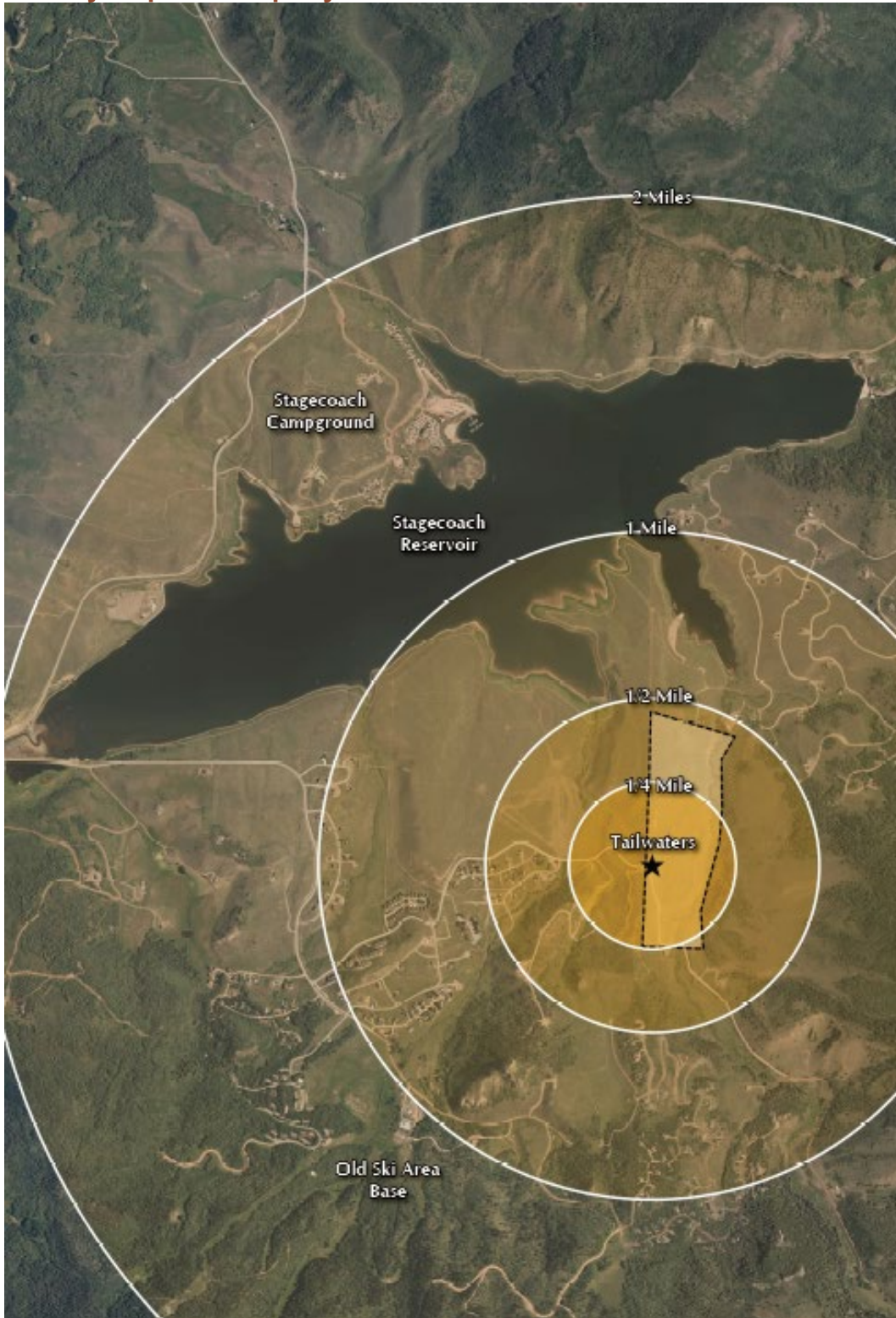
Executed this 17th day of March, 2023.

Signature:  _____

Name (printed): Nick Salter

Title : Owner

2.4 Vicinity Map and Property Photos



Stagecoach Vicinity Map

2.5 Adjacent Property Owners List

STAHL INVESTMENTS LP & ACORN
INN
105 2ND STREET
OAKLAND, CA 93607

SONG MOUNTAIN LLC
400 BEACH ROAD,
PENTHOUSE B
TEQUESTA, FL 33469

TRI-STATE GEN & TRANSM ASSOC
PO BOX 33695
DENVER, CO 80233

TRI-STATE GEN & TRANSM ASSOC
PO BOX 33695
DENVER, CO 80233

WRIGHT, SHEILA K.
24120 CROW TR.
OAK CREEK, CO 80467-9699

TRI-STATE GEN & TRANSM ASSOC
PO BOX 33695
DENVER, CO 80233

STAGECOACH POA
675 SNAPDRAGON WAY, STE 100
STEAMBOAT SPRINGS, CO 80487

REISBVICK FLECK FAMILY
TRUST
10956 AMMONS ST.
WESTMINSTER CO, 80021-
2686

BERLET, LUKE & CARISSA
WILLOW ISLAND TRL.
OAK CREEK, CO 80467

FARRELL, MICHAEL & TAMARA
20505 ORMEGA WAY
OAK CREEK, CO 80467-9683

CALLIE RAYDELL REVOC. TRUST
31125 CORRAL DR.
OAK CREEK, CO 80467

SECTION 3.0: CONFORMANCE WITH ROUTT COUNTY MASTER PLAN AND STAGECOACH COMMUNITY PLAN

3.1 Subdivision Overview

There are three steps to a subdivision project. The first is Sketch Subdivision which was completed and approved in July of 2023. The purpose of the Sketch Subdivision application review is to determine compliance with the Routt County Master Plan (Master Plan) and the Stagecoach Area Community Plan and to provide feedback to the applicant on the layout of the subdivision before in-depth engineering is done.

The current application is for the Preliminary Subdivision review, this is where the overall details of the subdivision (roads, water, sewer, etc.) are reviewed. After review by both referral agency, staff, Planning Commission and the Board of County Commissioners, the Applicant will incorporate any changes if necessary and complete any final engineering or agreements required for Final Subdivision where all of the final documentation is prepared and approved for recordation.

3.2 Compliance with the Routt County Master Plan, Stagecoach Community Plan and Subdivision Regulations

The Routt County Master Plan, Sub Area plans and Subdivision Regulations contain policies and regulations regarding land use. Section 3 of the Subdivision Regulations are in place to ensure that a subdivision application is designed in a manner to best serve the public. Section 4 Regulations are in place to make sure that all of the required infrastructure is accounted for, designed so as to create efficient and buildable lots, and to ensure infrastructure is installed correctly.

Section 3.1.D of the County Subdivision Regulations requires that steep land greater than a 30% slope, unstable land, land subject to flooding or to inadequate drainage, or otherwise substandard land shall not be platted for occupancy or any use which might endanger health, life, property or which may aggravate flood or erosion hazards and shall be labeled on the final plat as “no build zones”. This land is highlighted on the Open Space Plan included with this application.

Section 3.5 of the County Subdivision Regulations requires the dedication of open space, park lands, and school sites for public use in any subdivision application. Below is an overview of each of the dedication requirements as well as how the Applicant is proposing to meet those requirements.

- Section 3.5.1 requires that a minimum of 10% of the gross area of the subdivision be dedicated for the purpose of passive and active recreation. The Applicant has dedicated a minimum of 8.9 acres of the Site as Open Space Land to satisfy this requirement. The three Outlot Parcels (Outlot Parcel 1, Outlot Parcel 2, and Outlot Parcel 3) shown on the attached Survey and Open Space Plans that have been submitted with this application contain 23.07 acres and will be dedicated to meet this requirement. The Draft Covenants outline how the Applicant will fund the maintenance and upkeep of this open space (Draft Covenants have been submitted with this application).
- Section 3.5.2 requires that a minimum of 0.013 acres of land per each resident of the subdivision be dedicated for the purpose of active recreation to accommodate the needs of the project’s residents. The Applicant has dedicated a minimum of 5.98 acres (200 x 2.3 x 0.013) of the Site as Park Land to satisfy this requirement. The three Outlot Parcels (Outlot Parcel 1, Outlot Parcel 2, and Outlot Parcel 3) as well as the four Park parcels, shown on the attached Survey and Open Space Plans that have been submitted with this application, contain 23.84 acres and will be dedicated to meet this requirement. The Draft Covenants outline how the Applicant will fund the maintenance and upkeep of this open space (Draft Covenants have been submitted with this application).

- Section 3.5.3 requires that a minimum of 0.017 acres of land per each resident of the subdivision be dedicated for the purpose of school sites. The Applicant has had a number of productive meetings with District personnel including superintendent Dr. Kirk Henwood. The District is not necessarily interested in obtaining more land as they have a significant amount of land already (including a 10 acre parcel in Stagecoach that is undeveloped) and they have difficulties obtaining funding to construct buildings and other capital improvements on the property they already have. Section 3.5.4.A.2 of the subdivision codes allows for the payment of a “Fee-in-Lieu” for school sites where a land dedication is not in the public interest. The Fee-in-Lieu must be equal to the full market value of the acreage that would have been required to dedicate. Based on requirement above, 7.82 acres (200 x 2.3 x 0.017) would be required for dedication. The Applicant has estimated the fair market value of that land to be \$17,210¹ per acre, therefore the Applicant will make a payment of \$134,582 to the School District in lieu of a land dedication.

Routt County recently adopted a Climate Action Plan which has a number of strategies and actions that are designed to reduce community generated Green House Gas emissions. The Applicant is proposing to incorporate these strategies where possible to contribute to these reductions. Below are a number of the Climate Action Plan strategies and examples of steps the Applicant is taking to promote and comply with these policies:

1. Increase adoption of renewable energy – all homes within the project will be pre-wired for solar panels that will be available for homeowners to install on their homes.
2. Increase energy efficiency – all homes will be designed to meet or exceed insulation requirements reducing heating and cooling requirements.
3. Improve safe and equitable multimodal access throughout each community to reduce vehicle miles traveled – The Applicant is looking to work with Steamboat Springs Transit to extend a regional line to the Stagecoach area. The proposed commercial site could accommodate a transit stop. Additionally, it is anticipated that the development of a small commercial area within the Project will significantly reduce vehicle miles traveled for common household staples that currently require trips to either Steamboat Springs or Oak Creek from existing residents within the Stagecoach community.
4. Promote water conservation measures and reduce energy consumed in water production, distribution, and wastewater treatment. – The Applicant is proposing to install low flow water fixtures in all of the units within the Project. Additionally xeriscaping or minimal outdoor irrigation of lawns will be encouraged throughout the Project.
5. Promote compact development patterns to achieve more sustainable development and preserve natural land use types. – The Tailwaters Project has been designed to avoid natural hazards and work within the natural environment in which it is located. Development on slopes over 30%, on unstable land, or within or adjacent to drainage ways has been avoided. Approximately 50% of the site has been set aside for open space, parks, and recreation areas. The project has been designed to provide an extensive buffer (in most places well over 100 feet) to the existing stream that runs through the eastern side of the site, to maintain water quality in the creek as well as the reservoir.

¹ Based on the opinion of a local real estate agent, the price the applicant paid for this parcel (\$12,724/acre) is representative of a fair market value for land, in addition the Applicants has or will spend an additional \$400,000 to complete platting of the entire project or an additional \$4,486 per acre for a total of \$17,210 per acre.

3.3 Mitigation Overview

The proposed development and change in land use will result in changes to the Site itself, the need for upgrades and expansion of utilities, increased usage of surrounding roadways, and services throughout the area. The Applicant has emphasized reducing impacts from the project to the land and surrounding services as outlined below and in the numerous studies and mitigation measures proposed and included with this application. The following Sections provide an overview of potential impacts from the Project and the steps the Applicant has proposed in order to mitigate these potential impacts.

a) Zoning and County Standards

The Tailwaters Project has been designed to meet the tremendous need for a diversity of housing types for the Stagecoach and surrounding Routt County areas. As an infill development, with existing residential units surrounding the project, the owners have made efforts to maintain uses and development patterns consistent with adjacent properties. The project is not within any mapped skylined areas, and the draft covenants for the project require dark sky compliant lighting. The project is located within the North Stagecoach area where infrastructure is already in place. The majority of the project has been designed to follow the existing contours of the site, reducing the need for overlot grading.

The Tailwaters project is located within the High Density Residential (HDR) zone of the north Stagecoach area. The 2017 Stagecoach Community Plan indicated the desired future zoning within Stagecoach on a Future Land Use Map. This map proposed Large Lot Zoning for this parcel, but it did not change the underlying zoning. An application to amend the FLUM map was approved by the BCC on 7/25/23 confirming the designation of the property as HDR. At the same time, the BCC also approved a zoning change for a commercial area on the property as currently shown on the plans.

The Tailwaters project has been designed in accordance with the Routt County Master Plan as well as the Stagecoach Community plan. Existing zoning on the site per the Stagecoach Subdivision and Zoning is for High Density Residential which requires a minimum lot size of 3,000 s.f., The minimum lot proposed in the Tailwaters project is significantly larger than this size requirement. The project has been designed to minimize impacts to view corridors, water, wetlands, and air.

Zoning for a neighborhood commercial area for the site was approved by the BCC at their 7/25/23 public meeting. Both the County Planning Commission and Board recommended that the commercial area be redesigned from what was originally presented to enhance the visual appeal of this area and remove the focus away from the proposed parking areas. The Applicant has redesigned this site based on the comments received. The current design is included in Exhibit C.

b) Roads and Traffic

The development of the Site will result in increased traffic from new homeowners within the Project as well as potential use of the commercial site within the Project from both Project residents as well as existing Stagecoach homeowners. The Applicant retained the services of Fox Tuttle Transportation Group to complete a Traffic Impact Study (TIS) to assist in identifying potential traffic impacts within the study area as a result of the Project. Additionally the Applicant worked closely with the County Road and Bridge Department to review Project impacts and propose improvements to the existing road system at or adjacent to the Project Site.

The TIS has been submitted with this application (separately) and can be reviewed in full. The TIS concluded that *“the existing roadway system can adequately accommodate the projected traffic volumes in the near-term and long-term scenarios. Based on the volumes and performance, it is anticipated that auxiliary lanes will not be needed at any of the study intersections and access intersections.”*

The Tailwaters project is located directly off CR 16 and 18A which provide suitable access for the project. New curb cuts to existing county roads have been minimized, and proposed interior roads provide access to the residential and commercial uses anticipated, eliminating disruption of existing traffic flows on the main county roads. The main artery connecting the intersection of CR 16 and 18A to Crow Trail (shown as Tailwaters Boulevard on the plans) bisects the site. The width of interior secondary roads have been designed as rural and narrow to limit vehicle speeds and maintain a rural feel. The traffic analysis completed for the Project shows that all roads maintain acceptable levels of service upon full buildout, no off site improvement to existing roads are required.

In order to improve some of the existing conditions found at the Site, the Applicant worked with the County Road and Bridge department to make improvements to existing infrastructure. During the sketch plan review process, it was recommended by Road and Bridge that the “S” turn at the southern end of the site on CR 16 be realigned to improve safety and site access. The current site plan shows a new alignment for CR 16 that significantly improves these corners. Additionally, the intersection of CR 16 and CR 18A has been lowered and relocated to the east, this removes an existing high point at this intersection which created a blind spot for drivers. The new alignment results in a lower road which improves overall site distances in all directions from this intersection.

Forty percent of the site will remain open space providing for both active and passive recreation. Residential lots are significantly larger than minimum requirements providing for ample snow storage on lots. Large open space within the right of way along the edges of all roadways provide for snow storage from road plowing. Dedicated areas show on the landscape plans provide for snow storage within the commercial area. A system of trails and bike paths throughout the extensive open space areas provides for alternative transportation within and from the site. The Applicant has offered to connect interior trails and paths to the SPOA trail system to complete the Stagecoach trail network.

c) Utilities: Sewer, Water and Electrical Services

Utilities currently pass through or are adjacent to the site with service being provided by the Morrison Creek Water and Sanitation Metropolitan District (MCMD). An existing sewer main runs through the site, the project will connect directly to this main in multiple locations. The MCMD has indicated that the wastewater treatment system, which is currently being upgrade, currently has and will have adequate capacity to accommodate the Project. In order to mitigate impacts from the Project, the Applicant or homeowners within the Project will pay sewer taps fees during the individual unit permit and approval stage. Sewer tap fees to the MCMD are currently \$7,000 per tap which will result in over \$1,400,000 in sewer tap fee revenues to the MCMD from the Project.

The MCMD provided an ability to Serve letter for the Project during the Sketch Plan review (see Exhibit D). In order to extend potable service to the Project, the existing waterline currently in the vicinity of Snowbird Lane and CR 16 will be extended to the site by the Applicant to provide potable water to the Site and potential future expansion by MCMD. Based on discussions and preliminary plans completed by the MCMD a new potable water storage tank will be constructed to the south of the Site near the intersection of CR 16 and Snowbird Trail on a lot owned by MCMD. The Applicant will extend a new water main from this area to and throughout the site. The applicant has proposed a cost sharing agreement for the Applicant to pay its proportionate share of the tank cost with MCMD for the new storage tank and related improvements (see Exhibit E, MCMD MOU). Additionally, water tap fees to the MCMD are currently \$9,000 per tap, which will result in over \$1,800,000 in water tap fee revenues to the MCMD from the Project

Both aerial and underground electrical lines are located on site, these will be utilized to provide power to the site, the Applicant is currently working with YVEA to relocate an existing underground powerline that bisects the Site. YVEA has had issues with this line and has been planning to relocate it in the CR 18A right of way, this work is anticipated to take place in 2024 (see Exhibit F).

d) Emergency and Fire Protection

Emergency services including fire protection are covered by the Oak Creek Fire Protection District, the entirety of the Stagecoach development is located within the service area of the district. The district's main station, which has full time staffing and houses fire and emergency service equipment is located less than 1/3rd of a mile from the Site, directly to the west on CR 16. Roads within the Project Site have been designed to allow for emergency access throughout the Project. Fire hydrant placement was coordinated with the Oak Creek Fire Chief. The Applicant is providing funding for a portion of a new water storage tank that will increase available fire flow capacity from the water system.

The fire district collects a 13.989 mill levy from all residential property within its service area. Every unit within the Project will contribute annual revenue through the existing mill levy to the fire district. The Applicant has proposed to pay an initial fee to the fire district to contribute for capital improvements to fire district equipment and assets to help the fire district accommodate the planned growth before tax revenues are received. A copy of the proposed agreement with the fire district is found in Exhibit G.

All development on the site shall comply with 'State Foresters Guide to Wildfire and Defensible Space'. Landscaping has been designed to provide defensible space around each residential unit, the Tailwaters Wildfire Mitigation Plan has been submitted separately for the Project.

e) Wildlife

The Tailwaters Project is located within a high priority habitat for Columbian sharp-tailed grouse lek sites and production areas. The Site is also adjacent to elk winter concentration areas. Working with Colorado Parks and Wildlife (CPW) staff, the Applicant has created a mitigation plan that proposes to contribute funds from the sale of homes within the Project to an organization that will implement wildlife projects, conservation protection, contribute to habitat improvement projects or other solutions recommended by CPW. Additionally, the Applicant has proposed to set up a trust fund that will be funded by a 0.25% transfer tax fee from the sale of each home within the Project. The proceeds of the fund will be intended to be utilized for sharp-tailed grouse habitat improvement projects elsewhere in South Routt County. (see the Wildlife Mitigation Plan which has been submitted as a separate report with this application).

Draft homeowner Covenants for the Project require bear resistant trash containers as well as requirements for domestic pets. As previously discussed, much of the site will remain open space with native plant materials reducing potential negative impacts to air and water quality. (see the Draft Project Covenants which have been submitted as a separate document with this application).

f) State Park Impacts

As part of the approval of the Tailwaters Project sketch plan approval, the Planning Commission and Routt County Board of Commissioners included condition 6.t which requires the Applicant to provide "A plan developed in conjunction with Colorado Parks and Wildlife that mitigates impacts to Stagecoach State Park." for the Preliminary Plan submission.

Contour Design has had several conversations with CPW Stagecoach State Park staff, including Craig Preston, Stagecoach Park Manager regarding potential impacts the Project may have on Stagecoach State Park. CPW also submitted initial comments on the Project in a 6/22/2023 comment letter to the Routt County Planning Department. Contour staff has reviewed these comments in addition to the

“Stagecoach State Park Management Plan, 2011-2021”. This plan outlines a planning framework for setting management priorities and specific management direction for park resources. There were a number of enhancement opportunities identified in the plan, some of which are reflected in the 6/22 comment letter. Both the plan and staff have identified the main limitation for management and enhancements to the Park are adequate funding and staff.

The development of the Tailwaters Project will likely lead to more use of resources within the State Park, including the reservoir, surrounding trail networks, increased fishing and other park resources. The Applicant initially proposed to provide funding to the State Park to assist in enhancing Park assets and programs. In a December 18, 2023 email from Craig Preston he indicated “ *In consultation with NW Region Leadership, at this time we are not requesting or looking for any monetary compensation for your project. Our request is for continued communications and correspondence as your project moves forward with openness to future conversations about ways we can work together. Future partnership opportunities might include organizing a community trash pick up day on the park or funding support to add park opportunities on the south side of the reservoir that might benefit local park users.*” The Applicant will continue to work with the State Park as outlined above to find future ways the parties can work together.

g) Water Quality

An engineered stormwater management system and erosion control plan has been designed for the Project, grass swales have been used where possible to further enhance water quality at the site. Excessive use of fertilizers is also prohibited as outlined in the draft Covenants for the Project.

Potential negative impacts associated with any land development project include sediment pollution to offsite areas via stormwater erosion from disturbed areas, petrol-chemical spills from earthwork machinery, dust from disturbed areas, and noise from construction machinery. A Colorado Department of Public Health and Environment (CDPHE) general permit for stormwater associated with construction activities shall be obtained before construction commences for the Project.

Mitigation techniques that have been incorporated as part of the civil construction plan submittal for this project shall include:

- Implementation of an engineered erosion control plan and stormwater control measures.
- Sedimentation pond, perimeter silt fence, ditch checks, dust mitigation, and temporary seeding.
- Implementation of a construction site management plan to address things such as debris, spills, and noise.
- Minimization of total land disturbance via a phasing plan to reduce amount of soil disturbance on the overall Site at any one time. (see Exhibit H)
- Dust mitigation during periods of high wind with application of water via sprayer truck if necessary.

Proper final stabilization and establishment of vegetation as soon as possible with the use of seeding and straw blanket stabilization on slopes.

The Applicant has prepared a Water Quality Study for the Project which looks at the potential of nutrient loading to the Reservoir from the proposed Project. The Study evaluated existing and former land uses as well as water quality history in the area. The Study indicates that the Project will not contribute significant nutrient loading and provides for testing and mitigation techniques if an increase is observed. The Water Quality Study has been submitted as a separate Study with this application.

EXHIBIT A

Preliminary Plan Application Checklist		
Item #	Condition	Application Location
checklist	Proof of ownership: Deed or Assessor's Property Record Card	Narrative Section 2.2 Exhibit B
checklist	Statement of Authority, if required	Narrative Section 2.4
checklist	Written narrative / detailed description of subject tract and proposed subdivision, including any relevant special features and characteristics of the property and proposed subdivision	Narrative Sections 1.0
checklist	Mitigation Plan for any significant negative impacts (Refer to Section 6, Routt County Zoning Regulations)	Narrative Section 3.3
checklist	Existing conditions map of subject site illustrating existing improvements, geologic hazards/characteristics, steep slopes (>30%), waterbodies, soils, vegetation, wildfire hazards, and critical wildlife habitat	Existing Conditions Plan
checklist	Preliminary subdivision plan (24" x 36" sheet size), prepared and sealed by registered land surveyor, drawn to scale of 1" = 100' unless otherwise approved, including the following information, as applicable:	Survey Plan
checklist	Scale, written and graphic	All Plans
checklist	Proposed subdivision name and number of filings	Narrative
checklist	North arrow (designated as true north)	All Plans
checklist	Date of plan preparation	All Plans
checklist	Names and addresses of property owner(s), subdivider, planner or designer, and registered surveyor	Narrative / All Plans
checklist	Gross acreage of subdivision tract, excluding existing dedicated public right-of-way	Survey Plan
checklist	Location and dimensions of all existing and recorded streets, alleys, easements, section lines, improvements, and other important features within and adjacent to the proposed subdivision tract	Survey Plan / Site Plan
checklist	Reference to permanent survey monuments with a tie to a section corner or quarter-section corner	Survey Plan
checklist	Gross acreage of subdivision tract, excluding existing dedicated public right-of-way	Survey Plan
checklist	Topography with minimum 10-foot contours, existing and proposed	Existing Conditions Plan / Grading Plan
checklist	Wetlands, floodplain, and steep slopes (>30%)	Existing Conditions Plan
checklist	Water bodies, drainages, and ditches	Existing Conditions Plan
checklist	Designated "no build" zones	Open Space Plan
checklist	Zoning of subject and adjacent property	Survey Plan
checklist	Number, size, layout, and dimensions of proposed lots	Survey Plan
checklist	Number and location of off-street parking spaces	Site Plan
checklist	Layout, widths, curves, radii and other dimensions of subdivision streets	Site Plan / Street Plans and Profiles
checklist	Location of proposed Improvements (Refer to Section 4, Routt County Subdivision Regulations)	Site Plan

Preliminary Plan Application Checklist

Item #	Condition	Application Location
checklist	Location and area of any multi-family residential, commercial, industrial, and public uses; churches; schools; parks; and other non single-family uses, lots, or out-lots	Survey Plan
checklist	Engineered plan and profiles for all new public streets and Common Roads	Street Plan and Profiles
checklist	Traffic Impact Study (per Road & Bridge Department standards), if required	Fox Tuttle Traffic Study
checklist	Transportation Summary Information (per Road & Bridge Department standards), if Road Engineering Study is required	Narrative Section 3.3.b / Fox Tuttle Traffic Study
checklist	Percolation test, if required by Environmental Health Department	NA
checklist	Information regarding water availability and quality, documentation of water rights, if applicable, and letter of intent to serve from a special district, if applicable (Refer to Section 4.5.2, Routt County Subdivision Regulations)	Narrative Section 3.3.c / Exhibits D and E
checklist	Drainage study	Drainage Study
checklist	Floodplain study, if required	NA
checklist	Information regarding designation, dedication, and maintenance of open space; and dedication and/or fee in lieu of dedication of public sites (Refer to Section 3.5, Routt County Subdivision Regulations)	Narrative Section 3.2 / Open Space Plan
checklist	Additional information as required by Planning Director	NA
checklist	CDOT Access Permit (submitted or approved), if applicable	NA
checklist	Wildlife Mitigation Plan, if required	Wildlife Mitigation Plan
checklist	Draft Covenants, if required	Draft Covenants
checklist	Draft Development Agreement, if required	NA
checklist	Information regarding conditions of approval	NA

Planning Commission and Board of County Commissioners Conditions of Sketch Approval		
Item #	Condition	Application Location
1	This Sketch Subdivision Plan approval is contingent on submittal of a complete application for a Preliminary Subdivision Plan within twelve (12) months. Extension of up to one (1) year may be approved administratively.	NA
2	All federal, state and local permits shall be obtained, including but not limited to: Grading And Excavating, Work in the Right of Way, and Access permits	NA
3	Prior to recordation, the applicant shall submit an electronic copy of the approved plat to the County Planning Department in a format acceptable to the GIS Department.	NA
4	All property taxes must be paid prior to the recording of the final plat.	NA
5	The right of way for the realigned portion of County Road 16 and County Road 18A shall be appropriately dedicated on the final plat.	NA
6	The Preliminary Plan submittal shall include the following detailed information:	NA
6.a	Utility plans produced by a registered Colorado Engineer per the 2016 Routt County Road & Bridge Roadway Standards (roads, water, sewer, fire hydrants, grading and drainage, utilities, etc.)	Street Plan and Profiles / Grading Plan
6.b	Soils report	Geotechnical Report
6.c	Landscaping plan to mitigate visual impacts of the development that uses wildlife friendly vegetation.	Landscape Plan
6.d	All lot dimensions	Survey Plan
6.f	Plan showing land to be dedicated to the property owners' association as open space in conformance with Section 3.5.1 of the Subdivision Regulations.	Open Space Plan
6.g	The applicant shall work with the South Routt School District in identifying a site to be the School District for a school in conformance with Section 3.5.3 of the Subdivision Regulations. Such site shall be shown on the site plan.	Narrative Section 3.2
6.h	The site plan shall show parks to be dedicated in conformance with Section 3.5.2 of the Subdivision Regulations	Open Space Plan
6.i	Engineered drainage study of the site per 2016 Routt County Road & Bridge Roadway Standards.	Drainage Study
6.j	A traffic study performed by a registered Colorado Engineer based upon the number of approved units and the amount of commercial space proposed. The study shall include recommendations for signage and mitigation measures to ensure the safety of the traveling public in the area, including but not limited to:	Fox Tuttle Traffic Study
6.j.1	Impacts to County Road 18A, County Road 16, & Crow Trail	Fox Tuttle Traffic Study
6.j.2	Impacts to intersections at County Road 16 & 18A, 16 & 212, 16 & 14	Fox Tuttle Traffic Study
6.j.3	Impacts to County Road 14	Fox Tuttle Traffic Study
6.j.4	Comments shall be obtained from Routt County Public Works, prior to submittal of the Preliminary Plan.	Narrative Section 3.3.b
6.l	Drawings prepared by a registered Colorado Engineer for connection to the central water and sewer system.	Street Plan and Profiles

Planning Commission and Board of County Commissioners Conditions of Sketch Approval

Item #	Condition	Application Location
6.m	Drawings prepared by a registered Colorado Engineer for expansion of the water storage and distribution system to meet the requirements of the Morrison Creek Water and Sanitation District and Oak Creek Fire Protection District, if applicable.	Narrative Section / Exhibit
6.n	Draft Covenants	Draft Covenants
6.o	Weed management plan approved by the Routt County Weed Department that addresses development prior to final site revegetation.	Revegetation Plan
6.p	A revegetation plan to stabilize disturbed areas that includes the use of a seed mix reviewed and approved by Colorado Parks and Wildlife.	Revegetation Plan
6.q	Stormwater management plan for the development stage of the project.	Stormwater Management Plan
6.r	Stormwater management plan for the post development phase that minimizes erosion and runoff from impervious surfaces carrying sediment, nutrients, chemicals, trash, debris, pet waste, etc.	Stormwater Management Plan
6.s	Wildlife Mitigation Plan approved by Colorado Parks and Wildlife which addresses the issues stated in their letter dated June 22, 2023 and minimizes mitigates impacts to grouse, which may include a financial contribution to a wildlife mitigation fund.	Wildlife Mitigation Plan
6.t	Plan developed in conjunction with Colorado Parks and Wildlife that mitigates impacts to Stagecoach State Park.	Narrative Section 3.3.f / Wildlife Mitigation Plan
6.u	Snow Storage plan based upon the City of Steamboat Springs' standards for roads, parking areas, and walkways that also includes measures to remove trash, debris, nutrients and salts from snow as it melts. All snow shall be stored on-site.	Snow Storage Plan
6.v	An analysis of substandard land in accordance with section 3.1.D of the Subdivision Regulations shall be submitted.	Narrative Section 3.2 / Open Space Plan
6.w	Wildland Interface Plan, approved by the Oak Creek Fire Protection District that adheres to the proposed standards of the soon to be adopted Community Wildfire Protection Plan.	Wildland interface Plan
6.x	A water quality study that takes into account the effluent and stormwater flowing into Stagecoach Reservoir focusing on phosphorus and nitrogen.	Water Quality Study
7	<i>The Final Plat notes shall include, but are not limited to:</i>	
7.a	<i>Routt County is not responsible for maintaining or improving subdivision roads. The roads shown hereon have not been dedicated nor accepted by the County.</i>	NA
7.b	<i>Existing and new accesses shall meet access standards set forth by the Routt County Public Works Department and Fire Prevention Services.</i>	NA
7.c	<i>Routt County (County) and the Oak Creek Fire Protection District (District) shall be held harmless from any injury, damage, or claim that may be made against the County or the District by reason of the County's or the District's failure to provide ambulance, fire, rescue or police protection to the property described on this plat, provided that the failure to provide such services is due to inaccessibility of the property by reason of internal roads being impassable. This conditions shall not relieve the County or the District of their responsibility to make a bona fide effort to provide emergency services should the need arise.</i>	NA

Planning Commission and Board of County Commissioners Conditions of Sketch Approval		
Item #	Condition	Application Location
7.d	<i>All exterior lighting shall be downcast and opaquely shielded.</i>	NA
7.e	<i>Address signage shall be in conformance with Routt County Road Addressing, Naming, and Signing Policy.</i>	NA
7.f	<i>A current soils test showing that the soils are sufficiently stable to support development will be required before obtaining a building permit.</i>	NA
7.g	<i>All trails shall remain open to the public.</i>	NA
8	All plans and studies shall take into the number of units and the amount of commercial space proposed.	NA
9	This site plan shall be amended to enhance the visual appeal of the commercial area and to take the focus off of the parking areas.	Narrative Section 3.3.a / Exhibit C
10	A ‘no build’ zone shall be indicated on the plat to avoid construction of structures and roads in areas including, but not limited to 30% or greater slopes. The “no build” zones shall be defined on the plat and approved by the Planning Director before the plat is recorded.	Open Space Plan
11	The open space parcels shall be deeded to the property owners’ association and such deed shall be recorded concurrently with the Final Plat. The plat shall indicate that the Open Space parcel is open to the public.	NA
12	If required by the utility companies, the Final Plat shall show a 10’ public utility easements along the interior of all lot lines and such shall be dedicated appropriately.	Survey Plan / Site Plans
13	The applicant shall work with the Oak Creek Fire Protection District to address the concerns related to the District’s ability to respond and personnel recruitment and retention. The narrative submitted at the next stage of review shall detail how those concerns are being addressed.	Narrative Section 3.3.d / Exhibit F
14	Climate Action Plan polices should be considered and incorporated into the preliminary plat project plan and site design.	Narrative Section 3.2
15	Covenants shall include:	Draft Covenants
15.a	Requirement to control noxious weeds following final development stabilization and individual lot stabilization.	Draft Covenants
15.b	Roads will be privately maintained	Draft Covenants
15.c	A prohibition of short-term rentals	Draft Covenants
15.d	All recommendations referenced in Colorado Parks and Wildlife’s letter dated June 22, 2023.	Draft Covenants

EXHIBIT B
Legal Description of the Property

Legal Description of parcel land located in SW1/4 SW1/4 , Section 32, Township 4 North, Range 84 West, and in Lots 8 and 9 Section 5, Township 3 North, Range 84 West, of the 6th P.M., County of Routt, State of Colorado and more particularly described as follows,

Beginning at the W1/4 corner of said Section 5, thence along the west line of Section 5 North 02°18'33" East a distance of 1313.36 feet;
thence continuing along the west line of Section 5 North 02°18'33" East a distance of 1343.74 feet to the northwest corner of said Section 5;
thence along the west line of Section 30 North 01°27'08" East a distance of 1054.93 feet to the south line of SOUTH SHORE at STAGECOACH subdivision;
thence along the south line of SOUTH SHORE at STAGECOACH subdivision South 73°30'47" East a distance of 1393.88 feet to the west line of a parcel of land as described at Book 672 Page 1997 of the Routt County Clerk and Recorders Records;

thence along the west line Book 672 Page 1997 South 30°00'46" West a distance of 411.41 feet;

thence continuing along the west line Book 672 Page 1997 South 0°39'14" East a distance of 632.00 feet;

thence continuing along the west line Book 672 Page 1997 South 05°00'46" West a distance of 113.00 feet;

thence continuing along the west line Book 672 Page 1997 South 04°50'46" East a distance of 579.00 feet;

thence continuing along the west line Book 672 Page 1997 South 15°10'46" west a distance of 1103.00 feet;

thence continuing along the west line Book 672 Page 1997 South 03°39'11" East a distance of 604.00 feet to the south line of said Section 5;

thence along the south line of said Section 5, North 88°09'14" East a distance of 963.00 feet, To the Point of Beginning,

All bearings are based upon the west line said SW1/4 SW1/4 Section 5 marked with a GLO Brass cap at the W1/4 Section 5, and Alum. Cap RLS #12881 at the northwest corner of Section 5 As being North 01°27'08" East – Assumed

Legal description prepared by JAMES B. ACKERMAN, R.L.S. #16394 EMERALD MOUNTAIN SURVEYS, INC. 380 Bearview Ct Steamboat Springs, CO 80487 970/879-8998

EXHIBIT C
Commercial Area Concept Plan



EXHIBIT D
Morrison Creek Water & Sanitation Metro District
Ability to Serve Letter

MORRISON CREEK METROPOLITAN WATER & SANITATION DISTRICT

24490 Uncompahgre Road Oak Creek, Colorado 80467

Phone (970) 736-8250 FAX (970) 736-0177

Email: gdromero@mcwater.org

April 24, 2023

Tailwaters at Stagecoach, LLC

ATTN: Mr. Nick Salter

5 Murray Road, Unit B-4

Edwards, CO 81632

RE: Commitment Letter for District Central Water & Sewer Service to Re-Subdivision Tailwaters At Stagecoach

Dear Mr. Salter:

You or an entity controlled by you are the owner and/or developer of property described by the Routt County Assessor as Lot Pin: 961052001, located in the SW1/4SW1/4 of Section 32, T4N, R84W of the 6th PM and in Lots 8 and 9 of Section 5, T3N, R84W of the 6th PM, as described in Deed recorded at Reception No. 844865, known or to be known as Tailwaters At Stagecoach (the "Subject Property"), which is located within the boundaries of the Morrison Creek Metropolitan Water & Sanitation District (the "District"). Said Subject Property consists of approximately 89.17 acres currently zoned high density residential (HDR). You are proposing to re-subdivide the Subject Property into multiple (approximately 200) new residential lots, and you are requesting central municipal water service and sanitary sewer collection service from the District to all of the re-subdivided residential lots in the Subject Property.

This letter shall serve as the conditional agreement and commitment of the District that it will make available to the Subject Property the existing sewage disposal trunklines and water distribution trunklines and appurtenances of the District, and shall serve the Subject Property with central collection and treatment of raw sewage and central water service, PROVIDED, however, that this commitment is conditioned upon and subject to each of the following:

(a) As used in the letter, Tailwaters at Stagecoach, LLC, a Colorado limited liability company, is sometimes referred to as the "Developer," and the term "Engineer" shall be such person or firm as chosen by the District Manager of the District for consultation.

(b) Construction, maintenance and operation of water and sewer trunk lines, service lines and appurtenances on and to the Subject Property shall be subject to all terms, limitations and provisions of the District's rules and regulations, policies and specifications for mainline construction in effect from time to time.

(c) Prior to construction of any water and sewer trunk lines or appurtenance on or to or within the Subject Property, the Developer shall prepare and submit, at Developer's sole cost

two (2) copies of the final plans and specifications for the water and sewer improvements to the District Manager for written approval. The Manager shall engage an independent engineer as needed to aid in the review and approval of the plans and specifications for the project, and the costs to the District for such engineer's services to the District shall be reimbursed to the District by the Developer.

(d) Developer shall execute a subdivision improvement agreement with Routt County (or the District if necessary) committing to complete the installation of the required water and sewer trunk lines to the Subject Property as described under paragraph (c) above, and within the Subject Property for availability to all re-subdivided lots, with appropriate service line lateral connections to the boundaries of all such lots. A copy of such agreement must be submitted to the District Manager for review and approval. Such improvement agreement will be secured by a Bank letter of credit in a form acceptable to the District Manager and the District's attorney, in an amount equal to not less than 125% of the estimated cost of completion of such required water and sewer trunk lines and appurtenances.

(e) Developer will be solely responsible for maintenance, repair and replacement of such water and sewer trunk line extensions and the service line connections, and shall promptly repair or replace defects in material or workmanship which occur or become apparent until final acceptance by written resolution duly and properly adopted by the Board of Directors of the District. Final acceptance may not occur until at least one year has passed after preliminary acceptance, and final acceptance is contingent upon satisfactory performance of the water and sewer facilities installed by Developer to and within the Subject Property. The District has no obligation or duty to accept the water or sewer system trunk line extensions and service line connections constructed by Developer until they have been completed, accepted on final inspection, and Developer has performed all requirements of this commitment letter.

(f) Prior to preliminary acceptance of the water and sewer trunk line extensions to and within the Subject Property, the Developer shall prepare and furnish to the District Manager, at Developer's sole cost, a complete set of reproducible as-built drawings showing all extended sewer lines, service line locations to stub-out, and manholes, and all extended water lines, service line extensions to stub-out, and fireplugs, along with three point location of the same, and showing the surveyed location of the utility easements to be dedicated to the District (if any), and the recording data reference for any other utility easement proposed to be used by the Developer. Such information shall also be provided in appropriate electronic format.

(g) No central water or sewer service shall be supplied, or building permits approved, by the District to any re-subdivided lots within the Subject Property until and unless the water & sewer system extensions and service line connections and related appurtenances constructed to and within the Subject Property passes the inspection and testing by the Manager of the District, has received written preliminary acceptance by the Board of Directors of the District, and the District has received unencumbered utility easements in form and content acceptable to the District's attorney for the location of all trunk lines and appurtenances not located within dedicated and accepted Routt County road rights of way. Upon completion of the trunk line

improvements to and within the Subject Property, the Developer shall advise the District Manager of the availability of the trunk lines and appurtenances for such testing and inspection, and shall coordinate a mutually convenient time for such inspection to take place. No testing or inspections shall take place between November 15 and the following June 1.

(h) The sewer trunk line extensions and water trunk line extensions to serve the Subject Property shall be located within deeded or dedicated public rights of way or within unencumbered utility easements granted of record to the District. The District recommends that such utility easements to the District be dedicated on the plat of the subdivision(s) of the Subject Property, using dedication and acceptance wording supplied by the District.

(i) Service lines to re-subdivided lots within the Subject Property shall be stubbed out at the time of construction to the vicinity of each lot boundary where appropriate, so that completion of service lines to a constructed residence will not require a road crossing.

(j) Water and sewer service connection lines within the Subject Property shall each serve a single lot only. Service lines shall not be used to serve 2 or more lots and any line that serves 2 or more lots shall be a trunk line, meeting the specifications set by the District Manager, and situated within public rights-of-way or within an unencumbered utility easement granted of record to the District.

(k) Developer of the Subject Property shall convey all water distribution & sewage collection trunk line extensions and appurtenances, including specialty items to be maintained by the District, to the District, together with a perpetual and unencumbered easement 20 feet wide providing reasonable pedestrian and vehicular access of District employees and contractors to same, except to the extent any part of such water or sewer trunk line extensions and appurtenances and access thereto is located within existing public easements or rights-of-way or within private utility easements already owned by the District, all in the form prepared by counsel for the District. If requested by the District, the Developer shall provide to the District appropriate title insurance commitments by a reputable title insurer acceptable to the District's counsel showing that such deeds and conveyances will vest title in such water & sewer system trunk lines and appurtenance easements in the District, without lien or encumbrance of title defect, upon recording. Such conveyance shall occur prior to final acceptance of the new trunk lines and appurtenances by the District.

(l) All cost and expense, including engineering and design, permitting, construction and testing, of the water and sewage systems to and within the Subject property shall be borne and paid for solely by the Developer. The Developer shall reimburse to the District any costs incurred by the District in reviewing Developer's plans and construction, in inspections of the work of Developer, and in completing the transfer of title to the extensions and necessary easements. The Developer shall use only such contractors as are approved in advance by the Manager of the District, whose approval shall not be unreasonably withheld.


(m) This conditional commitment and agreement is subject to breakdown of facilities, accidents, acts of God, emergencies, and governmental intervention and termination of service beyond the control of the District.

(n) Additional water and sewer infrastructure may be required, whether inside or outside of the Subject Property, by the District after the Developer prepares and delivers to the District Manager its preliminary water and sewer facilities plans for the entirety of the Subject Property, and again after Developer prepares and delivers to the District its final plans and specifications pursuant to subsection (c) above, and after evaluation of the preliminary and final plans and specifications by the Engineer for the District pursuant to section (c) above.

Provision of service of water and sewage disposal by the Morrison Creek Metropolitan Water & Sanitation District is, of course, subject to all rules and regulations of the District now and hereafter adopted, and is contingent upon prompt payment of all tap fees, availability of service fees and user charges imposed from time to time by the District. At the present time, the District imposes service charges and tap-on fees, and the District reserves all rights and privileges to alter, increase, decrease, or delete any such charges and fees in the future. The District also does presently impose availability of service fees to residential lots whose boundaries are within 100 feet of water and/or sewer main lines of the District, including such main lines as may be constructed by the Developer for the Subject Property. The District reserves all rights and privileges to alter, increase, decrease, or delete any such availability of service fees in the future.

Please acknowledge your receipt of this letter and agreement to its terms by your signature below. This letter and agreement is not assignable by Developer to a successor owner of the Subject Property without the prior written consent of the District Manager, and this letter and agreement will terminate automatically if the trunk line extensions to and within the Subject Property as contemplated above are not completed within 24 months after the date of execution of this letter and agreement by the District Manager below.

Sincerely,


Geovanny Romero
District Manager

AGREED AND ACKNOWLEDGED:
TAILWATERS AT STAGECOACH, LLC,

By 

Nick Saltbox, General Manager

cc: Kristy Winsler, Alan Goldich Routt County Planning Department
Board of Directors, MCMWSD

EXHIBIT E
Morrison Creek Water & Sanitation Metro District MOU

**MEMORANDUM OF UNDERSTANDING
RELATING TO TAILWATERS PROJECT**

This Memorandum of Understanding Relating to Tailwaters Project (this “**MOU**”) is made and entered into this [___] date of [____], 2023 (“**Effective Date**”) by and among Tailwaters at Stagecoach, LLC, a Colorado limited liability company, (together with its successors and assigns, “**Tailwaters LLC**”), and the Morrison Creek Metropolitan Water and Sanitation District, a _____ (together with its successors and assigns, the “**District**”).

RECITALS

This MOU is made with respect to the following facts:

A. Tailwaters LLC is the owner of certain real property, referred to as the Tailwaters area, that is located within the Stagecoach subdivision, the boundaries and land use jurisdiction of the County of Routt, Colorado (the “**County**”) (as legally described and graphically depicted in Exhibit A, attached hereto and incorporated herein, the “**Property**”).

B. Tailwaters LLC, pursuant to certain County land use approvals and agreements, anticipate the Property will be developed as a planned community that will consist at build-out of the initial phase, of that level of development which can be served by 200 Single Residential Units as allocated among a mix of residential dwelling units, and up to 20,000 square feet of non-residential uses, together with such public improvements, utilities, maintenance and support facilities, open space and recreational amenities as may be desirable and appropriate to support development of the project for the benefit of owners and residents of the Project and the Stagecoach community (the “**Project**”).

C. The District owns and operates a water treatment plant and distribution system as well as sewerage treatment and collection system within the North Stagecoach area. The Project is within the Districts water and sewer service area, and anticipates receiving potable water and sewer service from the District.

(1) The District’s sewer mains currently run through portions of the Property, these sewer mains will need to be extended by Tailwaters LLC to serve individual residences and commercial areas within the Project. The District has indicated their existing sewer treatment plant, which is currently being upgraded, has sufficient capacity to accommodate the Project. Tailwaters LLC will extend all sewer mains and install all sewer service lines in accordance with the rules and regulations of the District.

(2) The District has indicated their existing water rights and water treatment plant, has sufficient capacity to accommodate the Project. The District has indicated that it does not have adequate storage capacity to serve the project. The District does not have any existing water mains within one hundred feet of the Property.

(a) The District is planning to construct a 522,858 gallon water storage tank located just to the northeast of the intersection of Snowbird Trail and CR 16 on a parcel of land owned by the District. A preliminary estimate by Tank

Connection, from Parsons, KS (TC Quote # QL34745 Rev 0) has estimated the design and installation cost to be \$484,715 for the storage tank.

(b) As part of the new water tank project, the District is planning to construct a new Pressure Reducing Vault at the intersection of Snowbird Trail and CR 16.

D. The District charges sewer and water tap fees to connect to the District sewer and water systems. Current fees are \$7,000 per sewer tap and \$9,000 per water tap. Based on the build out of 200 residential units currently proposed, the District will collect \$1,400,000 in sewer tap fees and \$1,800,000 in water tap fees from the Project.

E. In order to support development of the Project and further development of the District infrastructure, it is understood that certain improvements will be required, as follows:

(1) For development of the Project or additional development of projects within North Stagecoach, additional potable water storage capacity will be required to provide adequate storage capacity.

(2) For development of the Project or additional development in the vicinity of the Project, the service main will need to be extended from the proposed Pressure Reducing Vault at the intersection of Snowbird Trail and CR 16 to the Project to provide potable water service.

F. The parties have determined that pursuing improvements to potable water storage and extension of the service main is in their respective best interests to facilitate development of, respectively, future development of the Project and of the Districts service capacity. The parties have determined that sharing proportionate costs of these improvements is in each parties economic and long-range interest.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow:

1. **General.** Both the District and Tailwaters LLC (either itself, or through its predecessors or its successors) will pay costs and will construct water system improvements to service the Project. These costs and dedications have provided (or will provide) benefits to the District. Pursuant to this MOU, the parties intend to provide for Tailwaters LLC to contribute an equitable allocation of such costs and improvements that Tailwaters LLC actually requires for water service and which provide benefit to the District.

2. **Potable Water Service Expansion.** Upon receipt of County approvals required to commence construction of the Project, and at such time as the District requires in connection therewith, the District will cause the final design and construction of a new water tank and associated infrastructure including but not limited to piping, pressure reducing vault, and connections (“**Water Storage Infrastructure**”). The Water Storage Infrastructure will be

designed and sized to serve both the Project and any future development to be serviced by the District and their respective existing and proposed developments. Subject to Paragraph 4, the parties will proportionally share the costs of the Water Storage Infrastructure based on an equitable allocation of such costs to the Project and the District as provided in this MOU. The cost sharing outlined below is based upon preliminary level cost estimates. All payments will be based on actual costs of the work (inclusive of design, engineering and construction costs). The specific costs will be based on the detailed descriptions and proposed cost sharing outlined below:

(a) **Potable Storage Tank.** The parties anticipate that the Water Storage Infrastructure will include the following: water tank to store water, pipeline from new tank location to the water pressure reducing vault located at the intersection of Snowbird Trail and CR 16, pressure reducing vault required at the District water main, and connection to the existing District water main. The above infrastructure sizing, and estimated costs are included in Exhibit B. The Water Storage Infrastructure allocation is based on [REDACTED] % of the capacity for the Project and [REDACTED] % for future District service expansion as shown in the table below. Based on preliminary cost estimates provided in Recital C.2.a, as well as an estimated [REDACTED] for piping to the tank and pressure reducing vault, and subject to Paragraph 5, the District would contribute [REDACTED] % or [REDACTED] to the tank and associated infrastructure based on percentages of storage requirements outlined below:

	Residential Equivelant	Equilization Storage	Emergency Storage	Total Volume	Percent Usage
Totals				522,858	
Tailwaters	220	19,140	77,000	96,140	[REDACTED]
District				426,718	[REDACTED]
Note - Assumes Equilisation Storage of 85 gal/unit and Emergency Storage of 350 gal/unit					

3. **New Water Main.** Upon receipt of County approvals required to commence construction of the Project, and at such time as the District requires in connection therewith, Tailwaters LLC will cause the final design and construction of a new water main and associated infrastructure including but not limited to piping, required fire hydrants, and connections (“**Water Main Infrastructure**”). The Water Main Infrastructure will extend from the new pressure reducing vault described in Section 2 above, to the intersection of CR 16 and CR 18a. A gate valve will be installed on the western side of the service main to allow for the future extension of the main to the Stagecoach Fire Station, by the District or others. The main will be designed and sized to serve both the Project and potential future development to be serviced by the District. Subject to the District Rules and Regulations, Tailwaters LLC will pay the full costs to design and install the Water Main Infrastructure as provided in this MOU.

4. **Costs and Expenses.** The District will be responsible for final design and permitting of individual improvements outlined in Paragraph 2 of this MOU. The District will provide to Tailwaters LLC certification and supporting documentation of any prior utilization of previously advanced funds and its costs and expenses incurred in construction of the improvements outlined in this MOU. Tailwaters LLC will, within 30 days of receipt, review and remit funds to the District in payment of invoices for: (i) agreed upon advanced funds and/or completed work for the improvements described in Paragraphs 2, and 2(a). The individual responsible for preparing Tailwater LLC’s annual budgets will include within each such annual budget sufficient funds to

cover the Tailwater LLC's financial obligations under this MOU for such budget year. Upon completion of the Water Storage Improvements and full payment by Tailwaters LLC for their proportionate share of those costs, the District will credit Tailwaters LLC that amount prepaid for the Water Storage Improvements as a credit for future Water Tap fees to be collected by the District.

5. **Ownership and Maintenance of Improvements.** Tailwaters LLC intends and anticipates that all improvements described in Paragraph 3 will be dedicated to, and owned, maintained, and operated by, the District in accordance with applicable District regulations. Prior to the District accepting ownership of and maintenance responsibility for the respective improvements, Tailwaters LLC (or a to-be-formed homeowners district) will own the improvements. The District and Tailwaters LLC (or the to-be-formed homeowners district) will equally share maintenance and operation costs for the improvements until such time as the District accepts the improvements for maintenance and operation purposes.

6. **Cooperation.** In connection with implementing this MOU, Tailwaters LLC and the District will in good faith have regularly scheduled meetings to coordinate regarding the progress of the design and construction of the infrastructure described in Paragraphs 2 through 3, inclusive, the anticipated and actual maintenance and operation costs described in Paragraph 5, and the District's anticipated annual budget therefor.

7. **Recording.** Tailwaters LLC may record this MOU in the real property records of the Routt County Clerk and Recorder's office as an encumbrance on both the Property and the District promptly after mutual execution by the signatories. Upon recording, the provisions of this MOU will constitute covenants and servitudes that touch, attach to and run with the land comprising the Property and the District during the Term and the burdens and benefits of this MOU will bind and inure to the benefit of all estates and interests in the Property, in the District, and all successors in interest to the parties.

8. **Counterparts; Electronic Delivery.** This MOU may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. Executed copies of this MOU may be delivered by telecopier or e-mail (pdf) and upon receipt will be deemed originals and binding upon the parties, regardless of whether ink-signed originals are delivered thereafter.

9. **Term; Termination.** This MOU will remain in force and effect during the period that commences on the Effective Date and terminates on the earlier to occur of: (i) the latest date on which the District (or other applicable governmental entity) has granted final acceptance of all infrastructure described in Paragraphs 2 through 3, inclusive; and (ii) the date on which both parties execute and deliver a written termination of this MOU. Upon termination as provided in the foregoing clause (ii), this MOU will be of no further force or effect and neither party will have any further rights or obligations under this MOU, except as the written termination may expressly provide.

TANK CONNECTION

Tank Connection • 3609 North 16th Street, Parsons, KS 67357 • 620-423-3010 • sales@tankconnection.com

October 4, 2023

TC Quote #: QL34745 REV 0

Attn: Adam Sommers, Aquaworks DBO
Tel.: (303) 477-5915
Cell:
Email: adam@aquaworksdbo.com

Project Name: Morrison Creek Potable Water Tank

Ship To Location: Oak Creek, CO

To Whom It May Concern:

Thank you for your request for quotation. At Tank Connection, we have a unique perspective on potable water, wastewater, fire protection, and industrial liquid applications. We are the only tank supplier worldwide that designs, manufactures, and installs three types of steel storage tanks including bolted RTP, field-weld, and hybrid tank designs. We know the merits of each type of construction, which allows us to objectively propose the right type of storage for your application.

In bolted tank fabrication, TC commands the top product line worldwide. We offer:

- Our precision RTP (rolled, tapered panel) construction is the #1 bolted tank design selected worldwide.
- TC's proprietary LIQ Fusion 8000 FBE™ powder coat system is the #1 performance interior tank lining available for water and wastewater storage applications worldwide.
- TC's proprietary LIQ Fusion 8000 FBE and EXT Fusion SDP (powder on powder) system provides unmatched performance compared to ALL exterior bolted tank coatings.
- Tank Connection's Quality Management System is ISO 9001 certified.
- TC's synchronized hydraulic jacking process is reviewed as the top field construction process based on field safety and installed quality.
- The TC support team profiles with over 2100 years of combined storage tank experience. In bolted tank fabrication, the Tank Connection Affiliate Group is unrivaled worldwide.

Get all the facts on liquid storage at one of our websites. Download our "quick specs" at www.liquidtanks.com for ground reservoirs, elevated water tanks and all types of steel tank construction.

Tank Connection is pleased to provide the following quotation for your review:

GEOMETRY / DESCRIPTION		
Tank Quantity:	1	
Construction Method:	TC Rolled Tapered Panel (RTP) Bolted Design	
Construction Material:	A36 / A1011 / A572 / A656 / A992 - Carbon steel	
Nominal Inside Diameter:	44.56 feet	13.58 meters
Nominal Eave Height:	45.82 feet	13.97 meters
Bottom Style:	Flat steel floor	
Tank Supported By:	Reinforced concrete foundation designed by Tank Connection and supplied / installed by others meeting the requirements of AWWA D103-09	
Roof Style:	Steel cone with 2 inch rise to 12 inch run (9.46°) slope	
Roof Support Style:	Self-supported with HDG coated external rafters and fusion bond powder coated fabricated / welded T-girder assembly	
Freeboard:	12 inches	305 millimeters
Design Capacity:	522,858 US gallons	1,979 cubic meters
Silt Stop Elevation:	12 inches	305 millimeters
Usable Capacity:	511,192 US gallons based on level full capacity minus freeboard and silt stop elevation	1,935 cubic meters based on level full capacity minus freeboard and silt stop elevation

DESIGN CRITERIA		
Designed in Accordance With:	AWWA D103-19	
Wind Loads per AWWA D103-19:	Velocity = 120 mph	193 KMPH Category = 4, Exposure: C
Seismic Loads per AWWA D103-19:	Ss = 27.40%, S1 = 7.50%, Site Class = D, Use Group = 4, Ie = 1.50	
Roof Live Load:	15.0 pounds per square foot	73 kilograms per square meter
Roof Snow Load:	108.9 pounds per square foot	532 kilograms per square meter
Ground Snow Load:	120.0 pounds per square foot	586 kilograms per square meter
Product Stored:	Potable Water	
Specific Gravity:	1.00	
Product pH Range:	4 to 9 assumed	
Design Pressure / Vacuum:	+2.5 / -0.5 ounces per square inch	+10.773 / -2.155 millibar
Operating Pressure / Vacuum:	Atmospheric	
Design Temperature:	100° Fahrenheit	38° Celsius
Operating Temperature:	Ambient	
Corrosion Allowance:	Not Applicable	
CUSTOMER IS RESPONSIBLE FOR VERIFYING THE CODES AND VALUES SHOWN MEET ALL NECESSARY STATE / LOCAL REQUIREMENTS.		

SEALANTS / GASKETS / HARDWARE	
Gasket - Steel Roof:	EPDM strip gasket - 3/32 inch thick
Sealant - Sidewall / Roof / Bottom	High performance moisture-cured elastomeric sealant
Hardware:	Plastic encapsulated grade 8 bolts with flat washers and hex nuts. Hardware is factory coated with plating technology designed for long life and superior corrosion protection. Bottom hardware is grade 8 bolts with flat washers, hex nuts, and plastic push caps.

COATINGS		
Interior Coating:	LIQ Fusion 8000 FBE™	5-9 mils DFT
Exterior Coating:	Fusion 8000 FBE™ + EXT Fusion SDP™	6-10 mils DFT

Exterior Color:	Customer to specify from TC standard colors (TC white, TC tan, TC light gray, TC light green and TC light blue). See note below for more information regarding premium and custom colors.
NOTES: <ul style="list-style-type: none"> ➤ All coatings are baked-on formulation, applied over an SP10 surface preparation ➤ Touch-up coating kits for interior and exterior are provided for field application as required ➤ LIQ Fusion 8000 FBE - A proprietary system unmatched in performance compared to ALL bolted tank linings ➤ LIQ Fusion 8000 FBE + EXT Fusion SDP - A proprietary exterior system that profiles as "powder fused on powder" system ➤ DFT = dry film thickness ➤ FBE = fusion bonded epoxy powder coating ➤ SDP = super durable polyester powder coating ➤ TC performs in-house holiday testing to ensure interior liquid zone coating is 100% holiday free ➤ Premium exterior colors (TC forest green and TC cobalt blue) and specially formulated colors are available for an additional fee ➤ Interior coating color is light gray ➤ Coating is NSF/ANSI 61 approved ➤ Unless otherwise noted, aluminum geodesic domes are uncoated ➤ Unless otherwise noted, the interior and exterior of the top two rings of all open top tanks are coated with LIQ Fusion 8000 FBE™ + EXT Fusion SDP 	

TANK COMPONENTS / ACCESSORIES

NOTES: <ul style="list-style-type: none"> • All quantities noted below are per tank unless noted otherwise • All nozzle necks 5 inch diameter and smaller are constructed of stainless steel and coated on exterior only • All piping and piping components are uncoated on interior unless noted otherwise • All nozzles and manways have a 6 inch projection from face of flange to tank sidewall (or exterior of insulation if applicable) 		
--	--	--

Mark:	Qty.:	Description:
---	1	Lot of touch-up coating for interior / exterior
---	1	Set of cast-in-place anchor bolts and nuts with standard bolt-on anchor saddles - Anchor bolts are installed by others
---	1	24" Diameter shell manway with bolt-on hinged cover
---	1	20" Diameter mushroom ventilator with aluminum insect screen
---	1	24" Square roof manway with lockable hinged cover
---	1	24" Diameter combination manway / pressure relief valve - +2.0 / -0.5 ounces per square inch
---	1	Liquid level indicator w/ gauge board & high visibility target - Full travel - English display (mechanical, float-type)
---	1	4" Diameter floor penetration adaptor plate assembly - Includes 12" tall removable silt stop
---	1	8" Diameter floor penetration adaptor plate assembly - Includes 12" tall removable silt stop
---	1	10" Diameter internal 90 degree A53B mitered pipe elbow and weir cone assembly with external A53B schedule 10 downcomer pipe, pipe support brackets and flap valve for overflow
---	1	8" Diameter carbon steel 150# RFSO single flanged nozzle located in sidewall
---	1	External ladder - OSHA - HDG - TC standard construction - Includes HDG personal fall arrest system (harness and lanyard not included), safety gate at entrance points, and safety cage with lockable hoop
---	1	Partial deck perimeter guardrail assembly - 10' each side of ladder - OSHA - HDG
---	1	Tank Connection vinyl logo (installed on top ring)
---	1	Liquid tank nameplate
---	4	Grounding lug - 2 1/2 inch x 2 1/2 inch x 1/4 inch A304 stainless steel angle with (1) 9/16 inch diameter hole
---	1	Lot of 1/2 inch thick asphalt impregnated fiberboard between tank bottom and concrete foundation
---	1	Lot of 4 mil polyethylene sheeting between foundation and fiberboard / tank bottom
---	Incl.	Electronic tank drawings shown in imperial dimensions
---	Incl.	Foundation loads, engineering calculations, and final drawings to include a Colorado P.E. stamp
---	Incl.	TC to supply certified mill test reports (CMTR's) on major materials

INSTALLATION SERVICES

Hydrostatic leak testing per TC document Q-037
AWWA C652 disinfection method 3 per TC document Q-068

FOUNDATION DESIGN DISCLAIMER

Ringwall, turned down slab, structural mat, or base setting ring foundation design drawings and engineering calculations to include a Colorado P.E. stamp based on geotechnical report supplied by others. Additional charges will apply if piers, pilings, etc. are required due to unsuitable soil conditions. Foundation design charges are subject to change once TC reviews the geotechnical report supplied by others.

PRICING SUMMARY

ALL PRICES ARE IN U.S. DOLLARS \$

\$279,854	(1) TANK MATERIALS AND ACCESSORIES WITH DISCOUNT
\$190,611	(1) TANK NON-UNION, NON-PREVAILING WAGE INSTALLATION
\$10,750	(1) TANK F.O.B. ORIGIN, FREIGHT PREPAID
\$3,500	FOUNDATION DESIGN
109,222 LBS.	49,542 KG
ESTIMATED SHIPPING WEIGHT OF EACH TANK WITHOUT EQUIPMENT	

TERMS OF PAYMENT

30% of material due upon order placement	Due on Receipt
30% of material due prior to release for fabrication	Due on Receipt
40% of material due upon 1 st shipment (or upon manufacture of tank, if shipment is delayed by customer)	Net 15
Installation will be billed progressively every 14 days based on percentage of completion	Due on Receipt
Freight is Prepaid and Add	Due on Receipt
<ul style="list-style-type: none"> ➢ No retainage is applicable unless previously agreed upon ➢ All terms of payment are subject to approval by our credit department ➢ Past due invoices will incur a service charge of 1.5% per month ➢ We reserve the right to delay tank erection if invoices are not paid in accordance with stated terms 	

SCHEDULE

Approval drawing submittal:	4 to 6 weeks after order placement
Approval drawing return:	Final approved drawings must be returned to Tank Connection within 4-6 weeks of receipt.
Dispatch from TC factory:	We are experiencing longer than expected lead times. Please inquire for a shipping schedule based on your anticipated date of order placement.
*Delayed return of approval drawings, changes to drawings after submission, or failure to submit other required information to Tank Connection as necessary to comply with scheduled production, will result in delayed delivery.	
IF THIS SCHEDULE IS NOT SATISFACTORY, EVERY EFFORT WILL BE MADE TO MEET YOUR REQUIREMENTS.	

PRICING VALIDITY

STEEL COSTS:

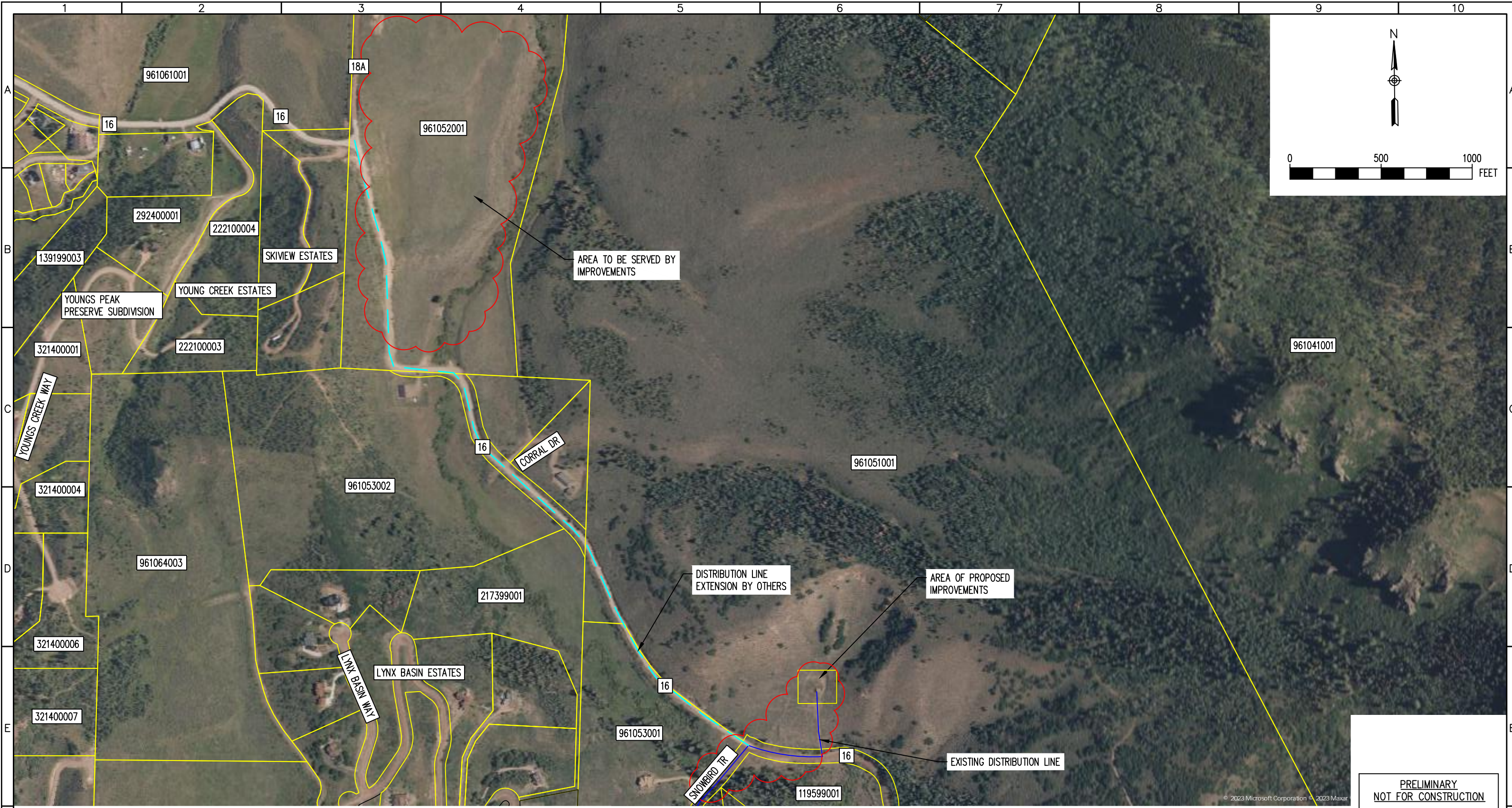
Due to current volatility in the steel market, material escalation (if any) will be based on Fastmarkets published price index for hot rolled carbon steel. Pricing included in this proposal is based on today's published index. Any increase in steel costs between date of proposal and material procurement above this benchmark will be to customer's account. (Example: If steel increases \$.03/per pound, this would increase the cost of a 30,000 lb. tank as follows: 30,000 lbs. x 3¢ = \$900). **Note: Steel is typically procured 2 weeks after submittal drawings are returned as "Approved as Noted".**

STAINLESS STEEL COSTS:

Pricing validity: Price in effect

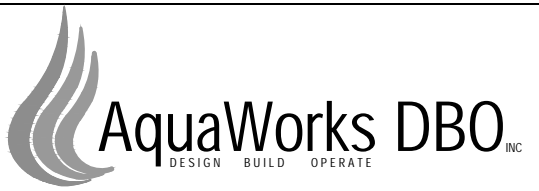
ALUMINUM COSTS:

Due to current volatility in the aluminum market, material escalation (if any) will be based on the Fastmarkets published price index for aluminum which combines the LME and P1020A. Pricing included in this proposal is based on today's published index. Any increase in aluminum costs between date of proposal and material procurement above this benchmark will be to the customer's account. (Example:



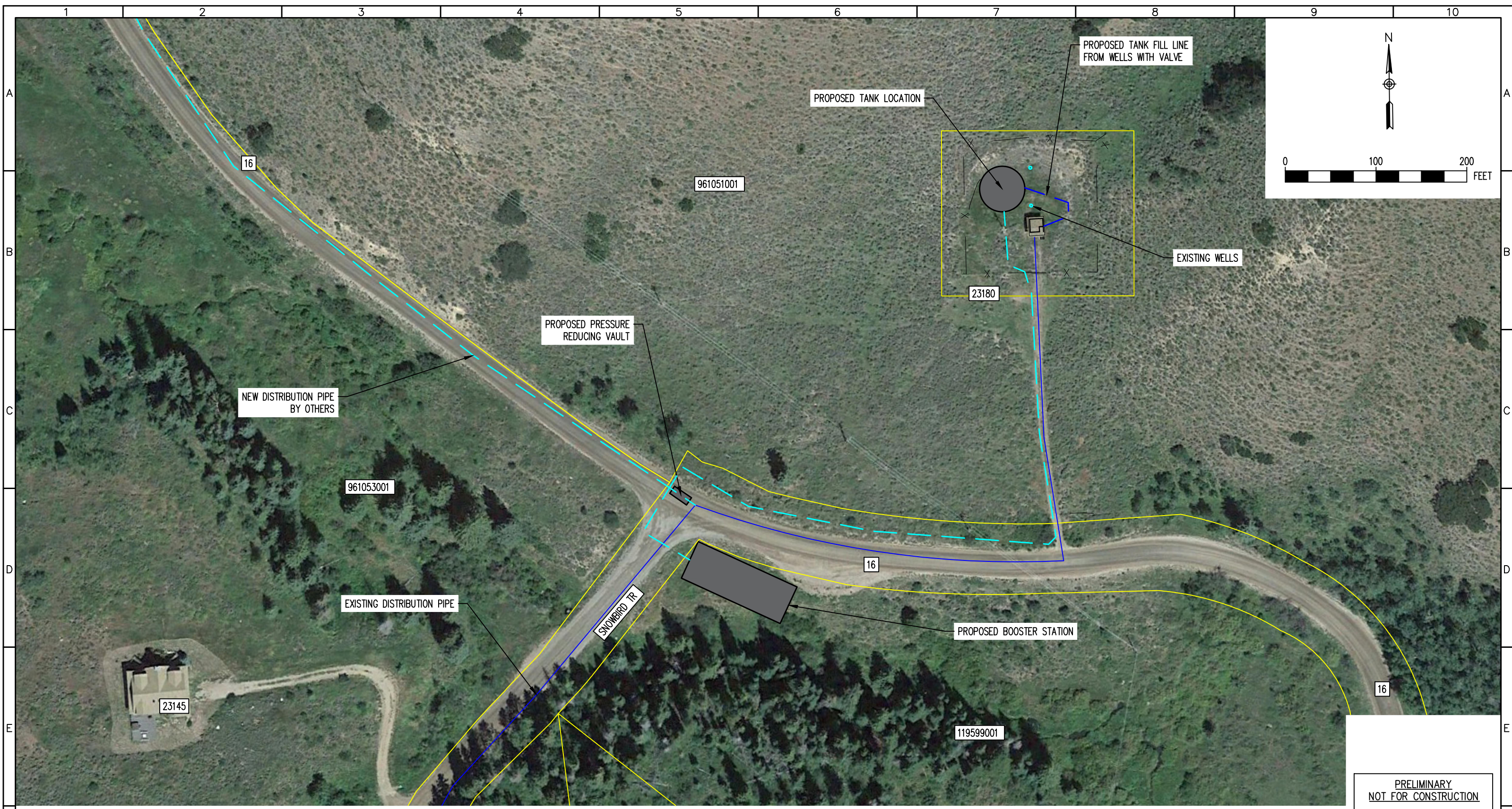
PROJECT AREA MAP
1"=500'

REV. No:	DATE:	BY:	REVISION DESCRIPTION:	DRAWN BY:
1	2023-10-05	AA	DESC1	MG
				DESIGNED BY: AS
				FILE PRINTED ON: 11/15/2023 1:10:20 PM
				COPYRIGHT: AQUAWORKS DBO, INC.
				0 1 IF THIS BAR DOES NOT READ 1" DRAWING IS NOT LABELED TO SCALE



PROJECT: MORRISON CREEK WATER & SANITATION DISTRICT POTABLE WATER STORAGE TANK PROJECT ROUTT COUNTY, COLORADO
ENGINEER: AQUAWORKS DBO, INC. 3252 WILLIAMS STREET DENVER, COLORADO 80205 (303) 477-5915

SHEET TITLE: PROJECT AREA MAP		
PROJECT NUMBER: #0000	SCALE: 1"=500'	SHEET: C

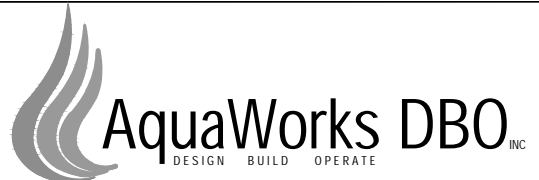


PRELIMINARY
NOT FOR CONSTRUCTION

TANK AND STATION MAP
1"=100'

REV. No:	DATE:	BY:	REVISION DESCRIPTION:
1	2023-10-05	AA	DESC1

DRAWN BY: MG
DESIGNED BY: AS
FILE PRINTED ON: 11/15/2023 1:10:23 PM
COPYRIGHT: AQUAWORKS DBO, INC.
0 1 IF THIS BAR DOES NOT READ 1"
DRAWING IS NOT LABELED TO SCALE



PROJECT: MORRISON CREEK WATER & SANITATION DISTRICT POTABLE WATER STORAGE TANK PROJECT ROUTT COUNTY, COLORADO
ENGINEER: AQUAWORKS DBO, INC.
3252 WILLIAMS STREET
DENVER, COLORADO 80205
(303) 477-5915

SHEET TITLE:		
TANK AND STATION MAP		
PROJECT NUMBER:	SCALE:	SHEET:
#0000	1"=100'	C

EXHIBIT F

Yampa Valley Electric Association Correspondence

From: Terry Tracy
Sent: Wednesday, December 20, 2023 2:00 PM
To: Tim McGuire
Subject: Stagecoach Project

Tim,

Yampa Valley Electric Association (YVEA) has plans to move the buried power line running through the middle of parcel number 961052001 owned by Tailwaters at Stagecoach LLC. YVEA would like to move the line west to county road 18A and run it north to the property line then east to the sewer plant and existing facilities. Our intent is to schedule this project for the 2024 construction season. Its important that we coordinate with our field services supervisor Larry Ball so that we can properly layout the future electrical services and easements.

Please do not hesitate to call with questions or if you need additional information.

Thank you.

Terry

Terry Tracy
Right of Way Specialist
[\(970\)871-2264](tel:(970)871-2264)



**YAMPA VALLEY
ELECTRIC ASSOCIATION**



COMMUNITIES | CONNECTED

Steamboat Springs:
2211 Elk River Road
Steamboat Springs, CO 80487
970-879-1160

Craig:
3715 East US HWY 40
Craig, CO 81625
970-824-6593

www.yvea.com

This email message or conversation is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure or distribution is strictly prohibited. If you are not the intended recipient, contact the sender by reply email and destroy all copies of the original message. Thank you.

EXHIBIT G
Oak Creek Fire Protection District MOU

**MEMORANDUM OF UNDERSTANDING
RELATING TO TAILWATERS PROJECT**

This Memorandum of Understanding Relating to Tailwaters Project (this “**MOU**”) is made and entered into this [___] date of [____], 2023 (“**Effective Date**”) by and among Tailwaters at Stagecoach, LLC, a Colorado limited liability company, (together with its successors and assigns, “**Tailwaters LLC**”), and the Oak Creek Fire Protection District, a _____ (together with its successors and assigns, the “**District**”).

RECITALS

This MOU is made with respect to the following facts:

A. Tailwaters LLC is the owner of certain real property, referred to as the Tailwaters area, that is located within the Stagecoach subdivision, the boundaries and land use jurisdiction of the County of Routt, Colorado (the “**County**”) (as legally described and graphically depicted in Exhibit A, attached hereto and incorporated herein, the “**Property**”).

B. Tailwaters LLC, pursuant to certain County land use approvals and agreements, anticipate the Property will be developed as a planned community that will consist, at build-out of the initial phase, of that level of development which can be served by 200 Single Residential Units as allocated among a mix of residential dwelling units, and up to 20,000 square feet of non-residential uses, together with such public improvements, utilities, maintenance and support facilities, open space and recreational amenities as may be desirable and appropriate to support development of the project for the benefit of owners and residents of the Project and the Stagecoach community (the “**Project**”).

(1) It is anticipated at full build out of the Project, assuming an market value of \$800,000 per unit, that the Project will have a total assessed value of approximately \$11 million.

C. The District provides and responds to all types of fire, rescue, hazardous materials and EMS incidents within the North Stagecoach area. The Project is within the Districts service area. The Districts main station, which has full time staffing, is located less than ¼ mile from the Project.

(1) The Districts current Mil Levey is 13.989, in 2021 the assted value within the Districts service area was \$56.7 M resulting in anticipated tax revenues of \$790,000 to the District. The Districts tax revenues make up just over of 60% of the Districts income.

D. The District has indicated they do not have any immediate needs for fire equipment or vehicles but may need a new ambulance in the near future. They have indicated their greater needs are for facility improvements with some improvements needed for the Stagecoach fire station (new vehicle exhaust system) and much more extensive renovations needed for the Oak Creek station.

E. In order to support development of the Project and further development of the District infrastructure, it is understood that certain upgrades and improvements to District infrastructure may be beneficial to occur before Project units are occupied.

(1) It is anticipated that residential units within the Project will not typically be occupied until nine to twelve months after construction of each unit commences. Tax revenues are not available until a certificate of occupancy is obtained. Property taxes are paid a year in arrears, which may further delay tax revenues from Project units to the District.

F. The parties have determined that providing some upfront funding to the District to allow the District to upgrade infrastructure and equipment is in their respective best interests to insure the District has the infrastructure and equipment to provide the most efficient services for the Project. The parties have determined that providing up front funding for future improvements and equipment upgrades is in each parties economic and long-range interest.

AGREEMENT

NOW, THEREFORE, in consideration of the terms, conditions and covenants set forth in this MOU and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follow:

1. **General.** Both the District and Tailwaters LLC (either itself, or through its predecessors or its successors) will pay costs that allow the District to upgrade facilities and equipment to service the District service area which includes the Project. These costs and dedications have provided (or will provide) benefits to the District. Pursuant to this MOU, the parties intend to provide for Tailwaters LLC to contribute an equitable allocation of such costs and improvements, as well as housing assistance which provide benefit to the District.

2. **Up Front District Funding.** At such time as the District requires in connection therewith subject to the Contribution Timing outlined in Paragraph 2.c below, the District will cause the final design and construction of the Stagecoach Fire Station required improvements or acquisition of required equipment for the Stagecoach Fire Station including but not limited to a building vehicle exhaust system or a new or upgraded ambulance (“**District Equipment and Infrastructure**”). Subject to Paragraph 3, the parties will proportionally share the costs of the District Equipment and Infrastructure based on an equitable allocation of such costs to the Project and the District, with a maximum allocation by Tailwaters LLC as provided in this MOU. The cost sharing outlined below is based upon preliminary level cost estimates. All payments will be based on actual costs of the work (inclusive of design, engineering and construction costs). The specific costs will be based on the detailed descriptions and proposed cost sharing outlined below:

(a) **Equitable Allocation.** The parties anticipate that the District Equipment and Infrastructure costs will be allocated based on the anticipated assessed value of the Project (\$11M) as compared to the current 2022 assessed value (\$56.7M) of the District. The District Equipment and Infrastructure allocation is based on 20% of the total assessed value for the Project and 80% for existing District assessed value.

(b) **Maximum Contribution.** The parties agree that funding available to Tailwaters LLC prior to the sale of any homes while funding the construction of Project infrastructure will be limited. The parties also agree that as homes become occupied, future tax revenues to the District will provide District income to upgrade equipment and services. Therefore, the maximum contribution Tailwaters LLC will make for District Equipment and Infrastructure will be limited to [REDACTED] regardless if actual District costs and the Projects allocation exceed this limit.

(c) **Contribution Timing.** Any contribution outlined in this MOU will not be required or provided until receipt of County approvals required to commence construction of the Project and after the sale and commencement of construction of at least ten (10) residential units. Tailwaters LLC will not be required to make any contributions if County approval is not received or a minimum of ten units are not sold and commence construction.

3. **Future Housing Assistance.** In order to promote local affordable housing for District employees, Tailwaters LLC will provide a minimum of three (3) housing units within the Project, for a minimum of a ten year period, for lease to District employees and their immediate family. The units will be made available at the discretion of Tailwaters LLC, but no later than after the first three phases of the Project are completed. Lease rates shall be no more than that of the mortgage (at rates obtained when the unit was completed) plus prorated taxes, insurance, and a maximum 10% fee. All utilities, renters insurance, and repairs during the lease period shall be the responsibility of the District. All lease agreements will be made directly between the District and Tailwater LLC (or their designated representative) for the units.

4. **Costs and Expenses.** The District will be responsible for final design and permitting of individual improvements outlined in Paragraph 2 of this MOU. The District will provide to Tailwaters LLC certification and supporting documentation of any prior utilization of previously advanced funds and its costs and expenses incurred in construction of the improvements outlined in this MOU. After meeting the timing outlined in Paragraph 2.c above, Tailwaters LLC will, within 30 days of receipt, review and remit funds to the District in payment of invoices for: (i) agreed upon advanced funds and/or completed work for the improvements described in Paragraphs 2. The individual responsible for preparing Tailwater LLC's annual budgets will include within each such annual budget sufficient funds to cover the Tailwater LLC's financial obligations under this MOU for such budget year.

5. **Ownership and Maintenance of Improvements.** The parties intend and anticipates that all improvements described in Paragraph 2 will owned, maintained, and operated by the District in accordance with applicable District regulations. Tailwaters LLC will have no responsibility for future maintenance or upgrades to the improvements described in Paragraph 2.

6. **Cooperation.** In connection with implementing this MOU, Tailwaters LLC and the District will in good faith have regularly scheduled meetings to coordinate regarding the progress of the design and construction of the infrastructure described in Paragraphs 2.

7. **Recording.** Tailwaters LLC may record this MOU in the real property records of the Routt County Clerk and Recorder's office as an encumbrance on both the Property and the District promptly after mutual execution by the signatories. Upon recording, the provisions of this MOU will constitute covenants and servitudes that touch, attach to and run with the land comprising the

Property and the District during the Term and the burdens and benefits of this MOU will bind and inure to the benefit of all estates and interests in the Property, in the District, and all successors in interest to the parties.

8. **Counterparts; Electronic Delivery.** This MOU may be executed in multiple counterparts, each of which will be deemed to be an original and all of which taken together will constitute one and the same agreement. Executed copies of this MOU may be delivered by telecopier or e-mail (pdf) and upon receipt will be deemed originals and binding upon the parties, regardless of whether ink-signed originals are delivered thereafter.

9. **Term; Termination.** This MOU will remain in force and effect during the period that commences on the Effective Date and terminates on the earlier to occur of: (i) the latest date on which the District (or other applicable governmental entity) has granted final acceptance of all infrastructure described in Paragraphs 2, inclusive; (ii) two years after the commencement of Contribution Timing outlined in Paragraph 2.c; or (iii) the date on which both parties execute and deliver a written termination of this MOU. Upon termination as provided in the foregoing clauses (ii) and (iii), this MOU will be of no further force or effect and neither party will have any further rights or obligations under this MOU, except as the written termination may expressly provide.

EXHIBIT H
Draft Construction Phasing Plan

