
SOUTHERN SHORE ESTATES

ACTIVITY #:	PL20240011
HEARING DATE(S):	Planning Commission - July 18, 2024 Board of County Commissioners - August 06, 2024
PETITIONER:	TRI-STATE GENERATION & TRANSMISSION
PETITION:	Sketch Subdivision to create five 5+ acre lots on a 10-acre parcel, Lot 60, and Common Area 6 of South Shore at Stagecoach
LEGAL DESCRIPTION:	1. LOT 60 SOUTH SHORE SUBD AT STAGECOACH TOTAL: .79A 2. N'LY PT OF COMMON AREA 6 SOUTH SHORE AT STAGECOACH LYING IN N2NE4NW4, SW4NE4NW4, SE4NE4NW4, NW4NW4 E OF UNCOMPAHGRE RD, SEC 32-4-84 TOTAL: 21.15 AC 3. TRACT OF LAND IN NE4NW4 32-4-84 10.09A
LOCATION:	Parcels: 158502006, 158500060, and 950322001 approximately .1 miles NE of the intersection of Arapahoe Rd. and Uncompahgre Rd.
ZONE DISTRICT:	High Density Residential (HDR) and Agriculture/Forestry (A/F)
AREA:	31.24
STAFF CONTACT:	Alan Goldich, agoldich@co.routt.co.us
ATTACHMENTS:	<ul style="list-style-type: none">• Narrative• Site Plan• Existing Conditions• CPW comments• Public comments• Memorandum of Understanding between Tri-State and Stagecoach Property Owners Association• Memorandum of Understanding between Morrison Creek Metro District, Tri-State and Stagecoach Property Owners Association

Site Description:

There are three parcels associated with this application. One is an unplatted 10.09-acre parcel lying northeast of the South Shore at Stagecoach subdivision. This parcel is zoned Agriculture/Forestry. Another is the northern portion of Common Area 6 in the South Shore subdivision, which is 21.15 acres, and the last is Lot 60 of South Shore which is .79 acres. With the rezonings that took place with the Unified Development Code (UDC), both of these parcels are now zoned High Density Residential. Both Lot 60 and Common Area 6 are relatively flat consisting mainly of grass and sagebrush. The 10-acre unplatted parcel and the far northern portion of Common Area 6 have slopes in excess on 30%. A majority of the 10-acre parcel is heavily wooded. The total combined acreage of the three parcels is 32.03 acres.

History:

Common Area 6 and Lot 60 were created with the recording of the South Shore at Stagecoach plat which was recorded on January 25, 1973. As best as staff can tell, the 10-acre parcel, as well as all of the land in South Shore, existed as a single parcel prior to the recording of the plat. This 10-acre parcel was not included in the plat and was created as a remnant with the recording of the plat.

After the plats for the Stagecoach subdivisions were recorded, Woodmoor, the developer of South Shore, filed for bankruptcy. As part of those proceedings, Colorado-Ute Electric, the predecessor of Tri-State, obtained these parcels.

Project Description:

The landowner has applied for a Sketch Subdivision and is proposing to subdivide these three parcels into five, 5+ acre lots. The road to access these lots is proposed to come off of Shoshone Way, through Lot 60, and travel in a northwest direction. The areas of slopes greater than 30% will be off limits to development. This will be indicated by “no build zones” on the final plat. If approved, the land will have to be rezoned to Mountain Residential Estate which will allow wells and septic systems to be placed on these lots. The zone change is not a part of this application but will have to occur if this project moves forward. A condition of approval has been added requiring this at the Preliminary Subdivision review stage.

Staff Comments:

- There are three steps to a subdivision project. The first is Sketch Subdivision. 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 infrastructure of the subdivision will be reviewed during the Preliminary Subdivision review, which will be the next step in the subdivision process. The last step is Final Subdivision where all of the final documentation is prepared and approved for recordation.
- This application was submitted prior to the adoption of the UDC. As such, staff reviewed this application against the standards contained in the previous set of Zoning and Subdivision Regulations, however the Preliminary Subdivision application will be reviewed against the UDC. As such, staff has suggested conditions requiring information to be submitted at the next stage of review that will be needed to determine compliance with the UDC.
- The 2022 Master Plan designates the Stagecoach area as a Tier 2 Targeted Growth Area. According to the plan, “These areas are located outside municipalities, but are areas qualified for potential development if they meet the criteria as described in the following example: Stagecoach is considered a Tier 2 Targeted Growth Area because it has an

approved sub-area plan, platted lots, zoning appropriate for higher density development, and a special district to support infrastructure needs. To be considered a Tier 2 Targeted Growth Area, an area must have, or have the capacity for the development of, access that can safely accommodate expected traffic flows in and out of the area, central water and sewer facilities that can accommodate the planned growth, physical features that will complement the type and intensity of planned growth, and a County-approved sub-area or community plan. Tier 2 Future Growth Areas shall provide the following:

- A mix of housing choices and diversity
 - Development that addresses an identified community need
 - Community amenities (open space, trail access, recreational amenities)
 - Assurance that proposed utilities, services and amenities can be delivered within an acceptable time
- The Stagecoach Plan, *“is advisory, but its recommendations are intended to serve as a guide for decision makers in evaluating the merits of development proposals.”*
 - Section 5.1 of the Stagecoach Community Plan (“Plan”) contains core values of the Stagecoach community. One of those values states, *“Encourage diverse types of environmentally sensitive housing that are in conformance with the Routt County Master Plan, Routt County Zoning Regulations, and pertinent property owner association covenants.”*
 - Not all documents submitted with this application are attached to this report. Those additional documents are available on the [City View Portal](#).

Staff Recommendation

Staff recommends that the application be **RECOMMENDED FOR APPROVAL** to the Board of County Commissioners.

*****Issues for Discussion*****

1. Does the proposal meet the intent of a development in a Tier 2 targeted growth area?
2. Is a new low density subdivision that is not going to be connected to the central water and sewer system appropriate in the Stagecoach area?
3. Public Works suggested that access come off of Uncompahgre Road. Should this subdivision be accessed off of Uncompahgre Road?

Compliance with the Routt County Master Plan, Sub Area Plans and Subdivision Regulations

The Routt County Master Plan, Sub Area plans and Subdivision Regulations contain dozens of 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 that the required infrastructure is installed.

The following checklist was developed by Planning Staff to highlight the policies and regulations most directly applicable to this petition. The checklist is divided into six (6) major categories:

1. Health, Safety and Nuisances

2. Regulations and Standards
3. Community Character and Visual Issues
4. Roads, Transportation, Infrastructure, and Site Design
5. Natural Environment
6. Zoning Amendment Standards

Interested parties are encouraged to review the Master Plan, Sub Area plans and Subdivision Regulations to determine if there are other policies and regulations that may be applicable to the review of this petition.

Staff Comments are included at the end of each section, highlighting items where the public, referral agencies, or planning staff have expressed questions and/or comments regarding the proposal. **Staff comments regarding compliance with regulations and policies are noted in bold below.**

Public Health, Safety and Nuisances

Applicable Regulations – Routt County Zoning Resolution

6.1.7.C Natural Hazards

Applicable Regulations – Routt County Subdivision Resolution

3.1.D 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. Land not usable for residential purposes may be set aside for open area uses such as parks, conservation areas, farm land, recreational areas.

Applicable Policies – Routt County Master Plan

11.12 Discourage land uses that increase the potential for wildfires in high risk wildfire hazard areas.

Applicable Policies – Stagecoach Community Plan

- 5.5.1.A New construction should avoid the hazards associated with building on steep slopes and geologically unstable areas
- 5.5.1.F New construction on slopes over 30% should not be approved, unless no other building site is available on the parcel, or unless building on an alternative site would violate other portions of this Plan.
- 5.5.1.J New improvements for human occupancy should be located outside of designated severe wildfire hazard areas wherever possible, and should be designed to comply with the “Colorado State Forest Service Guidelines on Defensible Space.”
- 5.6.1.C House numbers or fire numbering systems shall be legible and plainly visible from the street or road in accordance with the Routt County addressing system.

Staff comments: All of the unplatted 10-acre parcel and the northern portion of Common Area 6 is mapped as having potentially unstable slopes. A soils report will be required to be submitted at the Preliminary Subdivision review to determine if these areas are suitable for development. This same area roughly corresponds to the areas containing slopes over 30%. Any land identified through the subdivision review process that is not suitable for development, including steep slopes and geologic hazards, will be labeled as “no build zones” on the final plat. The Oak Creek Fire Protection District (OCFDP) comments stated, *“It is the position of the Oak Creek Fire Protection District that the road and driveways of the proposed subdivision will need to be improved to meet the current standards of the District and Routt County. Alternatives may require that properties built in this proposed subdivision require sprinklers.”* It is staff’s position that the road should be upgraded to accommodate this development. County mapping shows that most of the 10-acre parcel is mapped as high wildlife danger. This area roughly corresponds to the “no build zones” shown on the proposed plat.

***Is the application in compliance with the Policies and Regulations outlined above? Yes or No*

Regulations and Standards

Applicable Regulations – Routt County Zoning Resolution

6.1.2 The proposal shall be consistent with applicable Master Plans and sub-area plans.

Applicable Regulations – Routt County Subdivision Resolution

3.1.P Proposed subdivisions shall be in substantial conformance with the Routt County Master Plan and all adopted sub-area plans.

Staff comments: Through proper mitigation, it is staff’s opinion that this proposal can substantially comply with the Routt County Master Plan and Stagecoach Community Plan. These lots are proposed to be served by on-site wastewater treatment systems (septic systems). Comments have been received on other subdivision applications in the area expressing concerns with the impact of additional treated wastewater on the nutrient loading in the reservoir. Staff spoke with the Environmental Health Department, who clarified that modern systems and regulations ensure that all wastewater is treated prior to it leaving the absorption field. Based on this, impacts on nutrient loading from these systems is not expected. Few impacts are expected to wetlands or air.

***Is the application in compliance with the Policies and Regulations outlined above? Yes or No*

Community Character and Visual Concerns

Applicable Policies – Routt County Master Plan

- 4.1 Direct new growth and development to Tier 1, Tier 2, and Tier 3 Future Growth Areas, in that order and as defined in the Growth & Land Use Chapter.
- 4.2 Support infill development and redevelopment that is complementary to existing character and consistent with available resources to accommodate evolving community needs within the Future Growth Areas.

- 4.4 Support needed housing, economic and infrastructure development to accommodate growth in Future Growth Areas as defined.
- 4.6 Support efforts to maintain Dark Skies and control light pollution.
- 4.9 Discourage development on ridges that result in sky lining.
- 6.2 Focus housing development within Tier 1 Municipalities and Tier 2 Targeted Growth Areas (West Steamboat, Stagecoach, and Hayden's 3-mile area).
- 6.5 Support a broad range of housing opportunities in Tier 1 Municipalities and Tier 2 Targeted Growth Areas. Integrate affordable and workforce housing into existing neighborhoods and communities, preferably close to civic/social amenities.
- 6.7 Enable a range of housing and ownership types In Tier 1 Municipalities and Tier 2 Targeted Growth Areas to provide diverse housing stock and a spectrum of sales and rental prices. These options include rental apartments; ownership condominiums, townhomes, and single-family homes; and land-lease homeownership such as manufactured/ mobile homes and tiny homes.
- 6.8 Support the use of deed restrictions to create permanent affordability and access. Use both income-based deed restrictions and less restrictive resident-employee requirements depending on the specific project and housing types.
- 8.8 Preserve public access to public lands.

Applicable Policies – Stagecoach Community Plan

- 5.2.2.B The development shall be designed and located in a manner to support the nature and character of Stagecoach.
- 5.2.2.C Where development has already taken place, infill and adjacent development of the same type should fit in with the existing patterns of development.
- 5.2.2.D Screening, landscaping and/or exterior finishes and colors shall be compatible with the existing character of the site and adjacent properties. This shall be determined as part of the review process.
- 5.4.1.E Where development has already taken place, infill development should fit in with the existing patterns of development.
- 5.5.1.C Development on ridges that results in skylining should be discouraged.
- 5.5.1.D If possible, site grading and driveway cuts should be located to minimize visibility from CRs 16, 18A and 212. All cut or filled areas should be revegetated with native vegetation within one growing season.
- 5.5.1.H New improvements should be located to minimize site grading, unless a site that would require more extensive grading would reduce visibility from Routt CRs 16, 18A and 212.
- 5.6.1.A Stagecoach should provide a diversity of housing types that meet the needs of those who work in Stagecoach and in south Routt County.

Staff comments: The County and the Morrison Creek Water and Sanitation District have entered into a vault agreement whereby lots within Stagecoach subdivisions that don't have access to central water and wastewater can be issued vault permits. The number of vaults a subdivision can have is determined by dividing the total acreage of the subdivision by five.

The density of the proposed subdivision, based solely on zoning (required MRE vs. High Density Residential), of this subdivision is lower than the other platted areas in this subdivision, however since the vault agreement only allows one septic vault per every five acres, the density matches. This ensures that the proposed subdivision is compatible with the character of the surrounding area and fits the pattern and density of the surrounding subdivision. The mention of the vault agreement is only meant to compare density. The lots in this subdivision are not proposed to be on vaults.

A new road is proposed but due to the relatively flat nature of the site, road cuts or scars are not anticipated. The proposal will result in minimal visual impacts and erosion concerns from infrastructure development. Minimal grading is expected through subdivision development and will be confirmed at the next stage of review.

This site is not highly visible due to being at the very northwest portion of the entire Stagecoach area. Any residences constructed will be set off of the reservoir and will be located behind other platted and developed lots. This site is not in a mapped skyline area and impacts to view corridors will be minimal. A plat note is suggested to be included on the plat requiring downcast and opaquely shielded lighting. Noxious weed control will be required by subdivision covenants.

***Is the application in compliance with the Policies and Regulations outlined above? Yes or No*

Roads, Transportation, Infrastructure, and Site Design

Applicable Regulations – Routt County Zoning Resolution

6.1.7.N Snow Storage

Applicable Regulations – Routt County Subdivision Resolution

3.1.J An adequate water supply shall be available for the proposed subdivision.

Applicable Policies – Routt County Master Plan

- 7.6 Require that new development proposals include provisions to create and improve links to trail systems both as an alternative to the automobile and for recreational use.
- 7.13 Ensure that roadway design is compatible with topography, soils, vegetation, geology, visual and other natural features and limitations.
- 8.9 Provide for open space within all new developments in order to protect and enhance the environment and the quality of life.
- 8.10 Ensure that usable open space is required for developments that provides active and passive recreational environments.
- 9.17 Require usable open space and public space within all new developments in order to protect and enhance the environment and the quality of life.
- 11.15 Prohibit all development on slopes of 30% or greater. Development in steep draws or valleys, which tend to channel fire movement, is particularly dangerous and is also strongly discouraged.
- 11.17 Prohibit all construction and excavations on potential hazard areas including landslides, rockfall areas, unstable slopes, mudflows, and steep drainages.

Applicable Policies – Stagecoach Community Plan

- 5.3.1.1.A A system of non-motorized hike/bike/ski trails should be developed to link the various recreational amenities and open spaces in Stagecoach and beyond.
- 5.6.1.B New multi-family developments should be located where there is existing central water and sewer or in areas that can be served by extending the existing infrastructure.

Staff comments: Staff believes that the public road system will be able to handle the increase in traffic associated with the proposed subdivision. However, when considered within the context of all of the proposed development in Stagecoach, it will contribute to traffic impacts. The County is currently conducting a traffic study for CR 14 and CR 16 that should be completed by the end of July. At this stage of review, impacts to the public road system are not fully reviewed. They will be at the next stage. Public Works submitted comments requesting that a traffic and drainage study be submitted at the Preliminary review stage.

The access road to serve the five lots comes off of Shoshone Way in the location of a switchback surrounded by other lots which contains existing access and potential future accesses. This access location does not have adequate site distances for north bound traffic. The proposed lots could be accessed off of the platted, but not constructed, Uncompahgre Road. Public Works suggested reconfiguring the access to come off of Uncompahgre Road to avoid excessive access congestion from lots 57-63. The requirement for a reconfiguration of the access is addressed in condition 6.h.

Because of the required setbacks of the MRE zone district, snow storage is only needed for the access road. The width of the right-of-way for the access road is only 30' wide. The road will occupy approximately 26' of the right-of-way, which will not leave enough additional room to store snow. Adequate storage could be achieved by increasing the size of the right-of-way or by providing snow storage easements along the front of the lots.

The Subdivision Regulations, and the UDC, require that 10% of the site be set aside for usable open space. Open space has not been proposed as part of this project. It is staff's opinion that this needs to be complied with. Suggested condition 6.e addresses this.

SPOA was contacted as part of this review, but they did not respond. SPOA has been working on a trails master plan; however, staff does not know the status of that plan. All lots in South Shore have a 10' easement along all side lot lines and a 20' easement along the rear property line for trails. The plat notes on the proposed plat indicate that easements to match this are proposed.

***Is the application in compliance with the Policies and Regulations outlined above? Yes or No*

Natural Environment

Applicable Policies – Routt County Master Plan

- 4.5 Apply best practices and data to inform decisions impacting sensitive ecological and wildlife areas throughout the County.
- 9.12 Noxious weeds must be controlled at the expense of the landowner.
- 9.13 Enforce the weed management program and educate new or unaware landowners or those that refuse to manage weeds.

- 9.14 Domestic predators running at large are not accepted in Routt County. Not only can they be a threat to livestock, but also to wildlife and humans.
- 11.3 Protect wildlife species and their habitats.
- 11.4 Include wildlife habitat and species information in land use and site plan decision making.
- 11.5 Encourage land use practices that will minimize conflicts between wildlife and human uses.
- 11.6 Consider impacts on wildlife before approving new recreational uses, residential developments, and other developments and permits.
- 11.7 Minimize the cumulative impacts of development on wildlife and wildlife habitat.

Applicable Policies – Stagecoach Community Plan

- 5.2.2.E All trash containers, including dumpsters, shall be bear resistant.
- 5.5.1.E New development should be designed and constructed to avoid reductions in air and water quality wherever possible.
- 5.5.1.G New improvements in critical wildlife habitat areas (as designated CPW) should not be approved, unless no other building site is available on the parcel, or unless building on an alternative site would violate other portions of this Plan. All property fencing should be of a type approved by the CPW to minimize risks to wildlife.
- 5.5.1.K New improvements should incorporate grass-lined swales between paved areas and nearby streams.

Staff comments: CPW provided a list restrictions that they would like to see placed on this development. Some will be required in the covenants, including provisions to address the potential impact of domestic predators. Please see their comments. Based on the “no build zones” indicated on the plat, the closest that development could occur to the reservoir is 150’, which is well beyond the required waterbody setback.

*****Is the application in compliance with the Policies and Regulations outlined above? Yes or No***

PLANNING COMMISSION / BOARD OF COUNTY COMMISSIONERS OPTIONS:

1. **Approve the requests with conditions and/or performance standards** if it is determined that certain conditions and/or performance standards are necessary to ensure public, health, safety, and welfare and/or make the use compatible with immediately adjacent and neighborhood properties and uses and/or bring the proposal into compliance with the Routt County Zoning and Subdivision Regulations and the Routt County Master Plan.
2. **Approve the requests without conditions** if it is determined that the petition will not adversely affect the public health, safety, and welfare and the proposed use is compatible with the immediately adjacent and nearby neighborhood properties and uses and the proposal is in compliance with the Routt County Zoning and Subdivision Regulations and complies with the guidelines of the Routt County Master Plan.
3. **Deny the requests** if it is determined that the petition will adversely affect the public health, safety, and welfare and/or the proposed use is not compatible with the immediately adjacent and nearby neighborhood properties and uses and/or the proposed use is not in compliance with the

Routt County Zoning and Subdivision Regulations and/or the Routt County Master Plan, Make specific findings of fact; cite specific regulations or policies by number from the Routt County Master Plan, and the Routt County Zoning Regulations.

4. **Table the requests** if additional information is required to fully evaluate the petition. Give specific direction to the petitioner and staff.

FINDINGS OF FACT that may be appropriate if the Sketch Subdivision is approved:

1. The proposal with the following conditions meets the applicable policies of the Routt County Master Plan and the Stagecoach Community Plan.

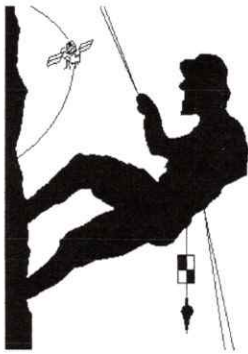
CONDITIONS that may be appropriate may include the following:

General Conditions:

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.
2. The Preliminary Subdivision application shall be accompanied by an application for a rezone to Mountain Residential Estate and a vacation of the utility easement along the rear property line of Lot 60.
3. 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
4. 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.
5. All property taxes must be paid prior to the recording of the final plat.
6. The Preliminary Plan submittal shall include the following detailed information:
 - a. Utility plans produced by a registered Colorado Engineer per the 2016 Routt County Road & Bridge Roadway Standards (roads, grading and drainage, utilities, etc.)
 - b. Soils report
 - c. All lot dimensions
 - d. Narrative showing compliance with Section 2.19.A of the UDC.
 - e. Documents to demonstrate compliance with the applicable requirements of Chapter 3 Sections 1, 2, and 3 and Chapter 4 Section 5, including but not limited to:
 - (1) Snow Storage areas for the interior roads, either through the expansion of the right of way or through snow storage easements in compliance with Section 3.10 of the UDC.
 - (2) Land to be dedicated as open space in conformance with Section 4.51.E and designed in conformance of Section 3.24 of the UDC.
 - (3) Calculation of payment in lieu in conformance with Section 4.51.D of the UDC.
 - (4) A plan to satisfy the Essential Housing requirements found in Section 4.53.B.4 of the UDC.
 - (5) A plan to satisfy the Public Benefit requirements found in Section 3.22 of the UDC.
 - f. Engineered drainage study of the site per 2016 Routt County Road & Bridge Roadway Standards.

- g. A traffic study performed by a registered Colorado Engineer based upon the number of approved units with a particular focus on CR 14 and CR 16. Comments shall be obtained from Routt County Public Works, prior to submittal of the Preliminary Plan.
 - h. Reconfigured access coming off of Uncompahgre Road instead of Shoshone Way.
 - i. Road construction plans and specifications for the interior access road which meet the minimum requirements of the Oak Creek Fire Protection District and Routt County Public Works. Plans and specifications shall carefully consider minimizing cuts, fills and visual scarring.
 - j. Survey of all noxious weeds that are located on the site as well as a map identifying their location and a weed management plan, approved by the Routt County Weed Department, that addresses the following:
 - (1) Specific noxious weed species located on-site;
 - (2) Plans for pretreatments before disturbance, if noxious weeds are present;
 - (3) Top soil shall be required to remain on site or have a 5 year weed plan provided for treatments of top soil once removed off site, if noxious weeds are present;
 - (4) Equipment cleaning protocols, to reduce the spread of noxious weeds off site, if noxious weeds are present;
 - (5) Plan to ensure fill that is brought onto sight has been inspected and is free of noxious weeds; and
 - (6) Post disturbance monitoring plans and specific weed management plans, if noxious weeds are present.
 - k. Draft Covenants
7. The Final Plat notes shall include, but are not limited to:
- a. Routt County is not responsible for maintaining or improving subdivision roads. The roads shown hereon have not been dedicated nor accepted by the County.
 - b. Existing and new accesses shall meet access standards set forth by the Routt County Public Works Department and Fire Prevention Services.
 - c. 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.
 - d. All exterior lighting shall be downcast and opaquely shielded.
 - e. Address signage shall be in conformance with Routt County Road Addressing, Naming, and Signing Policy shall be located at the entrance to the driveway.
 - f. A current soils test showing that the soils are sufficiently stable to support development will be required before obtaining a building permit.
 - g. Revegetation of disturbed areas shall occur within one growing season with a seed mix that avoids the use of aggressive grassed. See the Colorado State University Extension Office for appropriate grass mixes.

- h. All side lot lines are subject to a 10' trail easement and all rear lots lines are subject to a 20' trail easement.
 - i. Areas defined as trail easements are subject to construction of pathways for non-vehicular community use. Location and development of such trails to be responsibility of Stagecoach Property Owner Association.
 - j. All trails are open to the public.
 - k. First floor elevation of any residential structure, constructed on any lot or parcel contiguous to the lake shore line, shall not be lower than 7206.00' mean sea level. Applications for building permits to the County of Routt or other municipalities having jurisdiction shall include a topographic map of the lot or building site prepared by a registered civil engineer or licensed land surveyor.
8. 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.
9. The Final Plat shall show a 10' public utility easements along the interior of all lot lines and such shall be dedicated appropriately.
10. The Final Plat shall show a 10' trail easement along all side property lines and a 20' trail easement along all rear property lines and such shall be dedicated appropriately.
11. Covenants shall include:
- a. Requirement to control noxious weeds
 - b. Roads will be privately maintained
 - c. No on-street parking
 - d. All restrictions referenced in CPW's letter dated May 17, 2024
 - e. A prohibition of short term rentals



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RE: SOUTHERN SHORE ESTATES

**NARRATIVE TO SUBDIVIDE
MARCH 19, 2024**

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC, and James "Bear" Ackerman (acting representative) are requesting your approval for the creation of SOUTHERN SHORE ESTATES.

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC (TRI-STATE) purchased NORTHERLY PART OF COMMON AREA 6, SOUTH SHORE AT STAGECOACH and (10 AC) = TRACT OF LAND LOCATED IN THE NE 1/4 NW 1/4 SECTION 32, TOWNSHIP 4 NORTH, RANGE 84 WEST, 6TH, P.M., June 30, 1978, per deed at Reception #275933. TRI-STATE desires to create FIVE, 5+ acre lots. These lots will allow for five (5) single-family homes, each with their own individual well and septic systems.

Description of the Lots to be Subdivided

The lot area is mostly sagebrush, with an aspen grove over the NORTHERLY PART OF COMMON AREA 6, SOUTH SHORE AT STAGECOACH and (10.09 AC) = TRACT OF LAND LOCATED IN THE NE 1/4 NW 1/4 SECTION 32, TOWNSHIP 4 NORTH, RANGE 84 WEST, 6TH, P.M. The Slope Analysis map has the areas with over 30% slope mapped out and are the NON-BUILT AREAS illustrated on the plat.

ACCESS

The plan for access is building a road from Shoshone Way, going through Lot 60 - please see the Plan and Profile sheets. The access through Lot 60 is a more viable option than from Arapahoe Road for several reasons including: access from

intersection of Arapahoe Road and Uncompahgre Road is steep and would require a deep cut, Arapahoe/Uncompahgre access is over 2 times longer than the proposed access through Lot 60. Uncompahgre Road also encounters a large drainage area in that vicinity. Further benefits of access through Lot 60 would include the elimination of a building lot from the South Shore Subdivision as well as the demand for a septic vault system. The access to the five new lots would be maintained by the five property owners of Southern Shore Estates.

UTILITY INFORMATION

The area is historically serviced by solar power, although in recent years electricity has been introduced into the South Shore Subdivision on a very limited basis. While electricity is now available, this development will support the solar initiative and not supply electric to the lot lines. Water would be via private wells and sewage disposal via septic/leach field systems to owners having building permits as further explained below.

WATER INFORMATION

There are no water rights for the properties.

4.5.2 WATER SUPPLY

4.5.2.B.3 The Colorado Division Water Resources confirms that water is available for use.” Geovanny D. Romero, General Manager, Morrison Creek Water and Sanitation District (email submitted) would not oppose each lot obtaining their own well.

Information on Sewage Disposal System

The five lots created with this replat would each have their own on-site septic & leach field systems as it meets Routt County Environmental Health Departments criteria of five or more acres each. Routt County Planning Department on 8/4/2023 confirmed that a replat of the CA6/10.09 AC parcels would not reduce the number of vaults allocated to South Shore and the attorney for Morrison Creek Water & Sanitation District (Tom Sharp) has also provided a letter to the Planning Department stating the same. However, by making access through Lot 60 and eliminating a building lot, it also eliminates one potential vault system for a subdivision that already does not have enough vault permits for the number of platted lots.

Zoning

COMMON AREA 6 (PIN 158502006) is zoned High Density Residential (HDR). Described as a common area, the property is private, and it is not available for access by Stagecoach Property Owners nor open space for the public at large. A replat of this property into MRE zoning of 5+ acre parcels would result in zoning that is a reduction of residential density.

The 10.09 AC parcel (PIN 950322001) is zoned Agriculture Forestry (AF). Technically, there is no access to this property; the northeastern most tip of

undeveloped Uncompahgre does not provide enough roadway access and even if it did, that area is unbuildable due to its slope. Most of this parcel has a slope of over 30%. It resides outside of Stagecoach Property Owners Association (SPOA) and is currently not subject to its covenants. An in-person meeting with an employee of the Routt County Assessor in February 2023 determined that this parcel is not buildable, yet the Actual Value established at \$500,000. Ted Gavin of the Routt County Treasurer's Office confirmed on 12/28/2023 that this non-buildable property has and is being taxed at a high commercial real estate mill levy.

Besides the 10.09 AC parcel, the adjacent properties to Common Area 6 are the South Shore at Stagecoach subdivision - all of those parcels are all zoned HDR. For the parcels adjacent to the 10.09 AC parcel, it is South Shore properties and BLM to its east.

STAGECOACH COMMUNITY PLAN

PER 5.4 Infill and Replats (Lot Consolidations)

This proposal of platting infill is the goal of the plan.

Rural character, reduction of sewer vaults.

This proposed subdivision would be subject to Stagecoach Covenants; SPOA has conditionally agreed to accept the addition of the new subdivision and its five new lots to its jurisdiction.

STAGECOACH COMMUNITY PLAN-MASTER PLAN

Section 3 mentions the Metro District and Routt County which are not likely to be funding sources for infrastructures; this proposed replat will not put a burden on the infrastructures.

OPEN SPACE

The plat of SOUTH SHORE at STAGECOACH has the Common Areas as 25% of the total platted area. We are adding 10.09 acres of non-platted property and the 21.75 acres of the northerly portion of COMMON AREA 6 in this proposed plat of SOUTHERN SHORE ESTATES. The replat will have a NO BUILD AREA of 45% (most of this is the 10.09 acre parcel), LOT AREA of 51%, and ROADWAY AREA of 4%.

ROUTT COUNTY ZONING REGULATIONS

The proposed lot replat meets the regulations based upon the following:

PER 8.2.1.B - We have mapped the slopes on the sites, showing areas over 30% slope as NO-BUILD AREAS.

In preparation for this application for a subdivision replat within the SOUTH SHORE AT STAGECOACH, the applicant is including the following documentation/information for review and consideration:

1. AGREEMENT CONCERNING THE PROPOSED SUBDIVISION OF

COMMON AREA SIX, executed February 6, 2024, between Tri-State Generation & Transmission Association, Inc. and Stagecoach Property Owners Association.

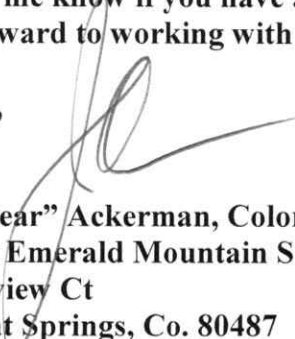
- 2. Letter dated May 18, 2023, authorized by the Board of the Morrison Creek District, and signed by its president, Tony Borean and their legal opinion on impact or lack thereof on vaults with the proposed subdivision. Note this letter references six lots, for the proposed subdivision but the applicant has since reduced this to five lots, which does not affect the position of their letter.**

If the applicant is successful in this subdivision replat, there are many beneficiaries besides the applicant per the agreements with SPOA and Morrison Creek Water & Sanitation District:

- 1. Creation of publicly accessible Common Areas instead of the current private property Common areas that are not legally accessible by the public.**
- 2. Creation of new property taxes for Routt County with the 5 residential lots.**
- 3. Conveyance of Applicant's property known as Common Area 13, PT of Common Area 19 to SPOA where it then truly becomes Common Area to be used and managed by that owner's association.**
- 4. Conveyance of Multi-Family Lot 1 to SPOA and Morrison Creek Water & Sanitation District as Tenants in Common for them to utilize as they agree.**
- 5. Conveyance of PT of Common Area 9 to Morrison Creek Water & Sanitation District with an agreed upon easement to SPOA for a 20' rear and side trail easement.**
- 6. Conveyance of Lots 135 & 136 to Morrison Creek Water & Sanitation District for them to benefit as they may.**

Please let me know if you have any questions on this and how I can be of assistance. I look forward to working with the County on this application.

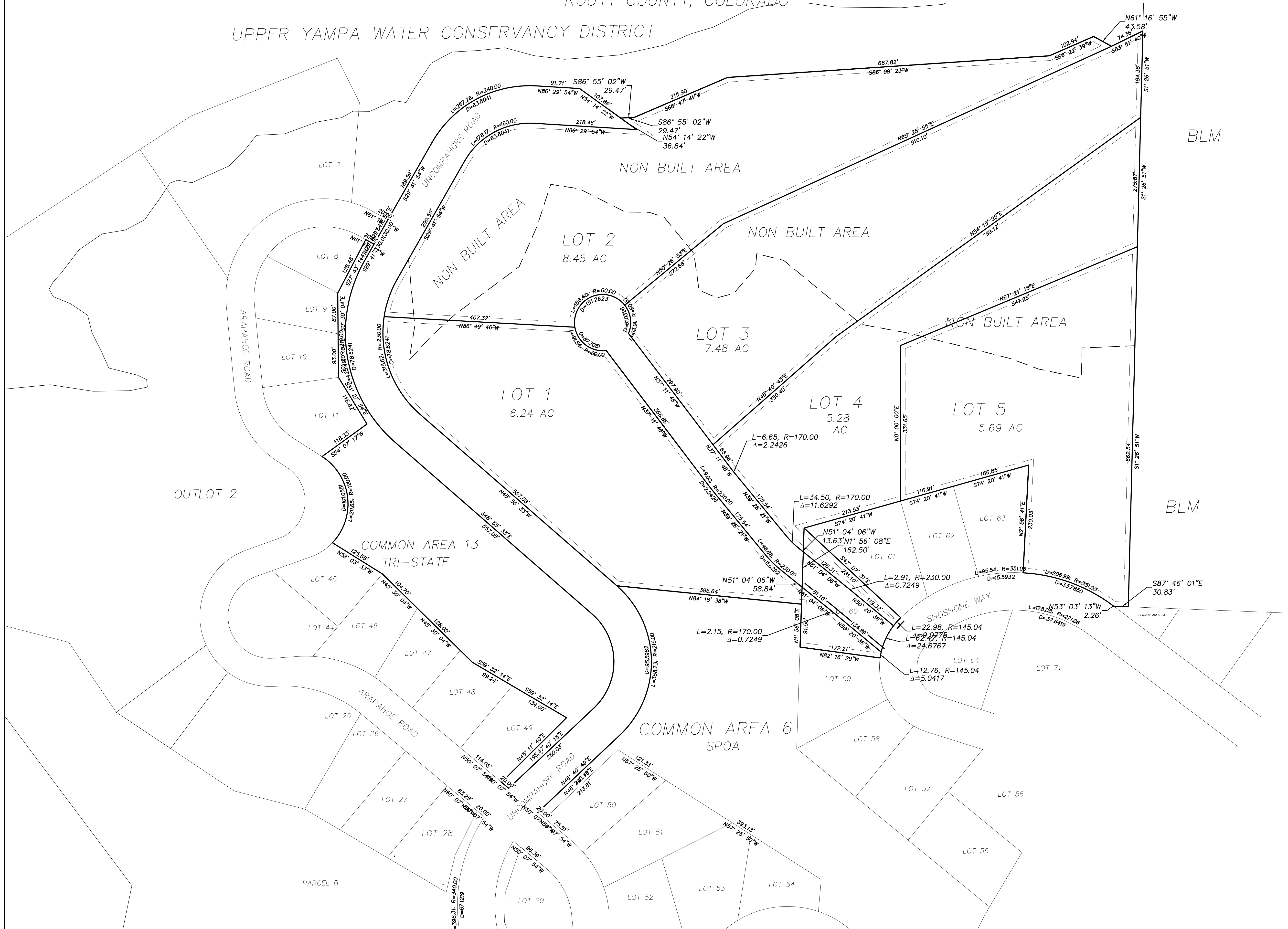
Sincerely,


James "Bear" Ackerman, Colorado RLS#16394
President Emerald Mountain Surveys, Inc.
380 Bearview Ct
Steamboat Springs, Co. 80487 970-879-8998 emeraldmtn01@gmail.com

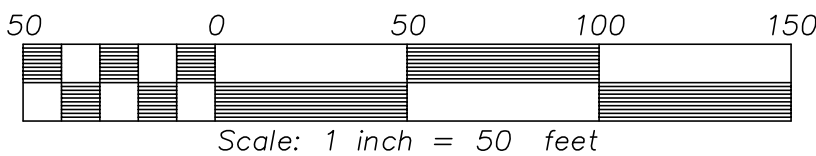
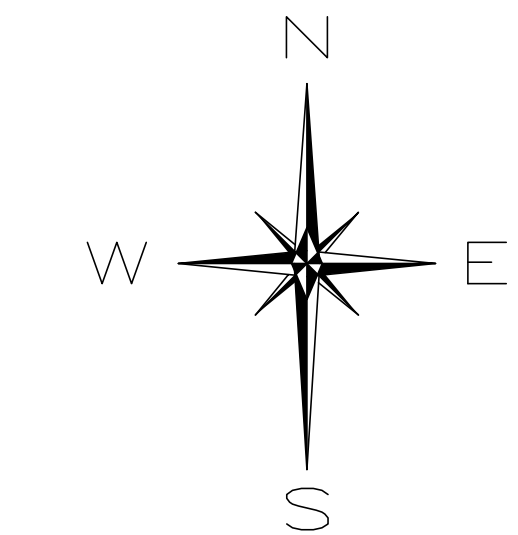
SOUTHERN SHORE ESTATES

A REPLAT OF NORTHERLY PART OF COMMON AREA 6 SOUTH SHORE AT STAGECOACH
AND TRACT OF LAND LOCATED IN THE NE ¼ NW ¼
SECTION 32, TOWNSHIP 4 NORTH, RANGE 84 WEST, 6TH, P.M.,
ROUTT COUNTY, COLORADO

UPPER YAMPA WATER CONSERVANCY DISTRICT



- PLAT NOTES SOUTH SHORE AT STAGECOACH
- BUILDING SETBACK LINES AND DESIGN CONTROLS TO BE ESTABLISHED BY ARCHITECTURAL CONTROL COMMITTEE THROUGH PROTECTIVE COVENANTS.
 - ALL LOT LINES SUBJECT TO 10' UTILITY EASEMENT.
 - ROAD RIGHTS OF WAY INDICATED BY DASHED LINE TO BE VACATED UPON SUBMISSION AND APPROVAL OF SUBSEQUENT CONTIGUOUS FILINGS WHICH PROVIDE A SECOND (OR ALTERNATIVE) MEANS OF ACCESS TO THE DEVELOPMENT. SAID RIGHTS OF WAY TO REVERT TO OPEN SPACE OR BECOME PROPERTY OF ADJACENT LAND OWNERS AT THE DISCRETION OF STAGECOACH PROPERTY OWNERS
 - DEVELOPMENT AND MANAGEMENT OF AREAS DESIGNATED AS COMMON OPEN SPACE TO BECOME RESPONSIBILITY OF STAGECOACH PROPERTY OWNERS ASSOCIATION.
 - ALL SIDE LOT LINES SUBJECT TO 10' TRAIL EASEMENT.
 - AREAS DEFINED AS TRAIL EASEMENTS ARE SUBJECT TO CONSTRUCTION OF PATHWAYS FOR NON-VEHICULAR COMMUNITY USE. LOCATION AND DEVELOPMENT OF SUCH TRAILS TO BE RESPONSIBILITY OF STAGECOACH PROPERTY OWNERS ASSOCIATION.
 - WATER AND SEWER TO BE PROVIDED BY MORRISON CREEK METROPOLITAN WATER AND SANITATION DISTRICT.
 - EXISTING RUINS TO BE PRESERVED THROUGH JURISDICTION OF STAGECOACH PROPERTY OWNERS ASSOCIATION.
 - ALL REAR LOT LINES SUBJECT TO A 20' TRAIL EASEMENT.
 - FIRST FLOOR ELEVATIONS OF ANY RESIDENTIAL STRUCTURES, CONSTRUCTED ON ANY LOT OR PARCEL CONTIGUOUS TO THE LAKE SHORE LINE, SHALL NOT BE LOWER THAN 7206.00' MEAN SEA LEVEL. APPLICATIONS FOR BUILDING PERMITS TO THE COUNTY OF ROUTT OR OTHER MUNICIPALITIES HAVING JURISDICTION SHALL INCLUDE A TOPOGRAPHIC MAP OF THE LOT OR BUILDING SITE PREPARED BY A REGISTERED CIVIL ENGINEER OR A LICENSED LAND SURVEYOR.



BEARINGS ARE BASED UPON THE NORTH LINE OF COMMON AREA 6 AS SHOWN HEREON - ASSUMED

NOTICE: "According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon."

			CALC'D	JBA
			DRAWN	JBA
			SURVEYED	JBA KK BH
			BY:	

TITLE: SOUTHERN SHORE ESTATES
A REPLAT OF NORTHERLY PART OF COMMON AREA 6 SOUTH SHORE AT STAGECOACH
AND TRACT OF LAND LOCATED IN THE NE ¼ NW ¼ SECTION 32, TOWNSHIP 4 NORTH, RANGE 84 WEST, 6TH, P.M., ROUTT COUNTY, COLORADO

PREPARED BY: EMERALD MOUNTAIN SURVEYS, INC.
P. O. BOX 774812
STEAMBOAT SPRINGS, COLORADO 80477
970-879-8998
www.emeraldmtn.net

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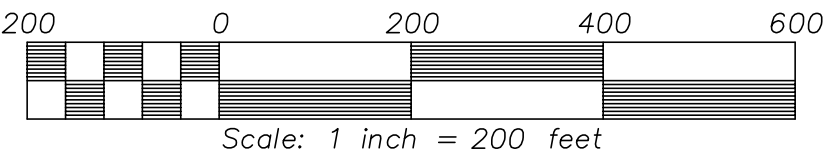
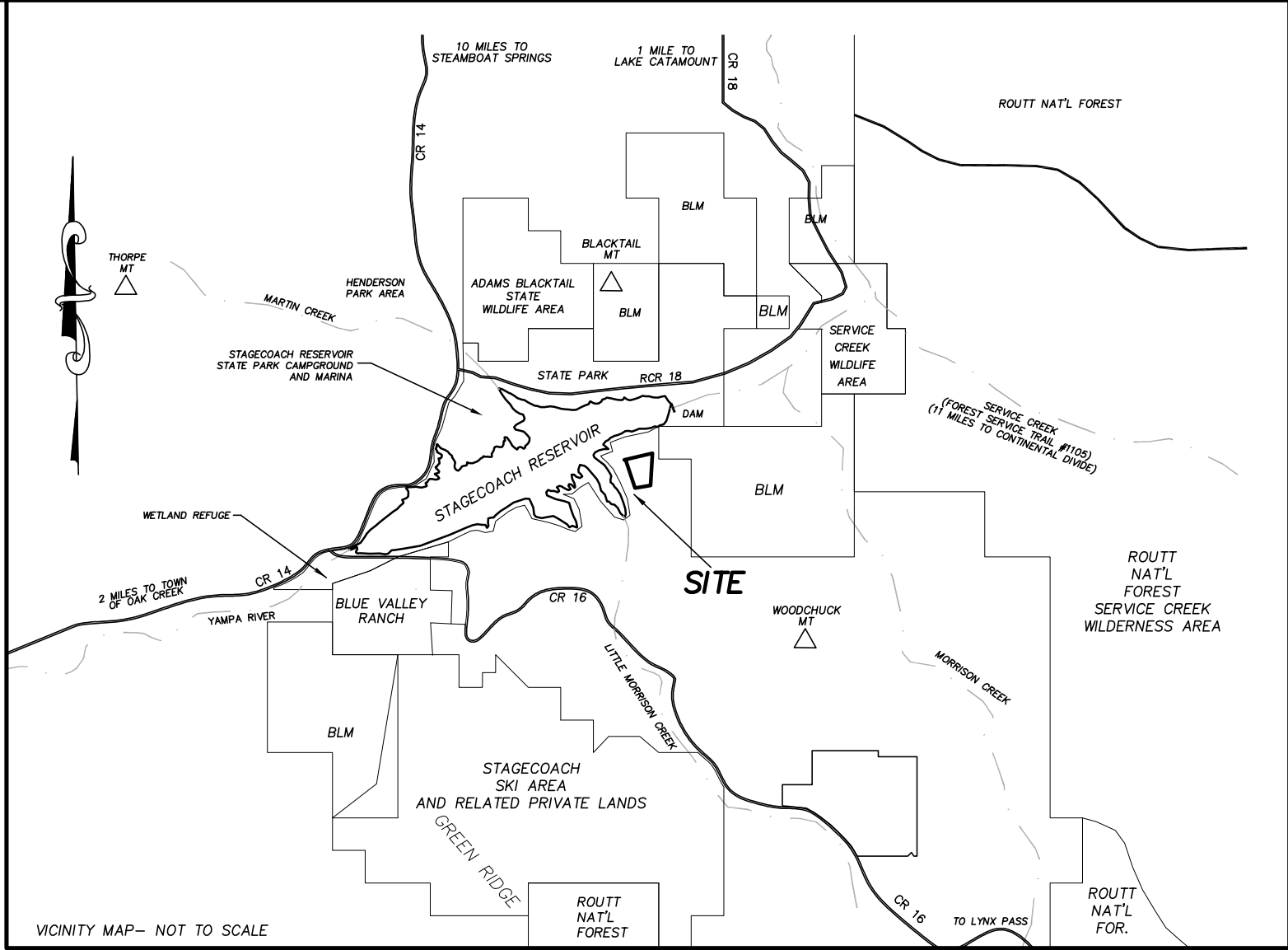
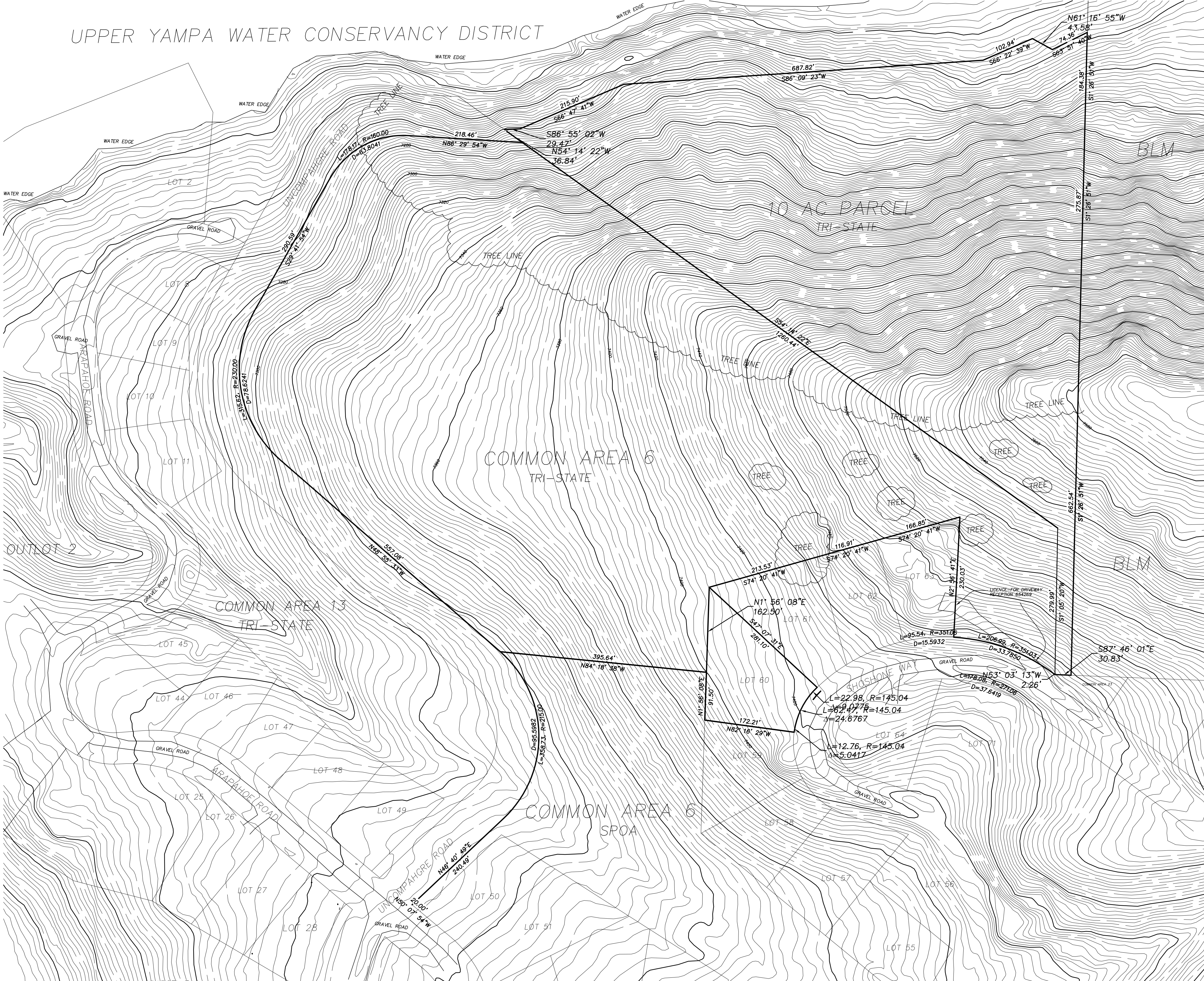
PREPARED FOR:
TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.
BOX 33695
DENVER
COLORADO
80233

SCALE:	DATE: 12-28-2023
PROJECT NO. 4070-1A	SHEET NO. 1 OF 2

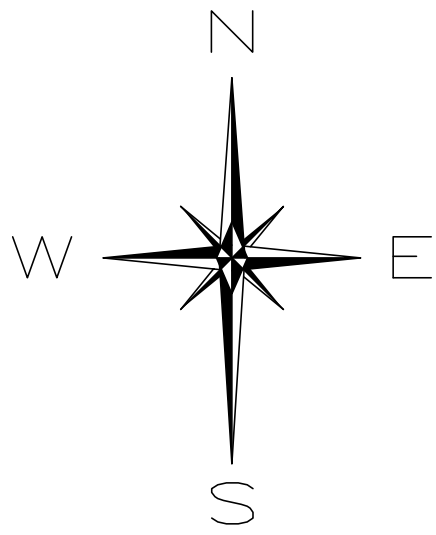
Existing Conditions

SOUTHERN SHORE ESTATES

A REPLAT OF NORTHERLY PART OF COMMON AREA 6 SOUTH SHORE AT STAGECOACH
AND TRACT OF LAND LOCATED IN THE NE ¼ NW ¼
SECTION 32, TOWNSHIP 4 NORTH, RANGE 84 WEST, 6TH, P.M.,
ROUTT COUNTY, COLORADO
EXISTING CONDITIONS



BEARINGS ARE BASED UPON THE NORTH LINE OF
COMMON AREA 6 AS SHOWN HEREON - ASSUMED
CONTOURS ARE NAVD 88 DATUM



- GEOLOGIC HAZARDS
SEE EXISTING CONDITIONS FOR TREE LINE, SEE
ANALYSIS PLAN FOR SLOPE OVER 30%.
- SOILS
SEE SOILS REPORT FROM USDA.
- VEGETATION
SEE EXISTING CONDITIONS PLAN FRO TREE LINE AND
TREE LOCATION. EAST OF LABELED TREE LINE IS
MIXED PINE AND ASPEN FOREST.
- WILDFIRE HAZARDS
SEE 4.0 WILDFIRE HAZARDS REPORT
- CRITICAL WILDLIFE HABITAT
SEE EMAIL FROM ELIJAH COLUMBIA, DISTRICT WILDLIFE
MANAGER.


NOTICE: "According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon."

			CALC'D	JBA
			DRAWN	JBA
			SURVEYED	JBA KK BH
			BY:	
NO.	REVISION	DATE		

TITLE:

SOUTHERN SHORE ESTATES
A REPLAT OF NORTHERLY PART OF COMMON AREA 6
SOUTH SHORE AT STAGECOACH
AND TRACT OF LAND LOCATED IN THE NE ¼ NW ¼
SECTION 32, TOWNSHIP 4 NORTH, RANGE 84 WEST, 6TH, P.M.,
ROUTT COUNTY, COLORADO
EXISTING CONDITIONS

PREPARED BY:

EMERALD
MOUNTAIN SURVEYS, INC.
P. O. BOX 774812
STEAMBOAT SPRINGS, COLORADO 80477
970-879-8998
www.emeraldmtn.net

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PREPARED FOR:

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.
BOX 33695
DENVER
COLORADO
80233

SCALE:	DATE:	12-28-2023	
PROJECT NO.	4070-1A	SHEET NO.	2 OF 6



COLORADO

Parks and Wildlife

Department of Natural Resources

Steamboat Springs (Area 10) Service Center
P.O. Box 775777 | 925 Weiss Drive
Steamboat Springs, Colorado 80487
P. 970.870.3333

Routt County Planning Department
136 6th St., Suite 200
Steamboat Springs, CO 80487

May 17, 2024

RE: Application PL20240011; SOUTHERN SHORE ESTATES

Dear Mr. Goldich,

Thank you for consulting Colorado Parks & Wildlife (CPW) on the proposed Southern Shores subdivision. CPW's statutory mission is to perpetuate wildlife resources of the State, to provide a quality state parks system, and to provide enjoyable and sustainable outdoor recreation opportunities that educate and inspire current and future generations to serve as active stewards of Colorado's natural resources. CPW encourages Southern Shores Estates and Routt County to afford the highest protection for Colorado's wildlife species and habitats.

CPW understands that the proposed subdivision will create five 5+-acre lots, allowing for five single-family homes adjacent to the South Shores Subdivision and 10 acres of neighboring land at Stagecoach Reservoir. This subdivision will include building a road from Shoshone Way but will not include utilities, sewer, or water services to each lot.

High Priority Habitat

CPW Area Staff wildlife resources that may result from the subdivision of Southern Shores at Stagecoach. CPW has developed standardized, statewide wildlife recommendations for regulatory entities to utilize when reviewing and approving various land use proposals. This suite of species and seasonal habitats are collectively referred to as CPW's High Priority Habitats (HPH) and contain areas for which CPW has sound spatial data and science-based recommendations to avoid, minimize, and mitigate adverse impacts resulting from anthropogenic disturbances. CPW recommends continued discussions with Routt County and CPW to analyze minimization or mitigation approaches if unavoidable impacts to wildlife are incurred. Southern Shores at Stagecoach proposed subdivision occupies areas within the following High Priority Habitats:



Jeff Davis, Director, Colorado Parks and Wildlife
Parks and Wildlife Commission: Dallas May, Chair · Richard Reading, Vice-Chair · Karen Bailey, Secretary · Jessica Beaulieu
Marie Haskett · Jack Murphy · Gabriel Otero · Duke Phillips, IV · James Jay Tutchton · Eden Vardy

Columbian sharp-tailed grouse (CSTG) lek sites, production areas, winter range.

- Avoid surface occupancy from March 15th to July 30th within the production area or 1.25 miles of a lek, whichever is greater, and in the winter from November 15th to March 15th to protect winter range.

Aquatic Sportfish Management Waters

- No ground-disturbing activity (NGD) occurs year-round within 300 feet of the ordinary high water (OHW) of Stagecoach Reservoir, Little Morrison Creek, the Yampa River, and other water bodies.

Human-Wildlife Conflicts

Some Colorado wildlife species often adapt to mountain-urban environments like Southern Shores at Stagecoach, with black bears, moose, and mountain lions posing the biggest concerns for this area. Other wildlife species, such as coyotes, foxes, raccoons, and skunks, are also found in the area and can be considered a nuisance by residents. CPW recommends establishing expectations and protocols as part of normalized life and operations at Tailwaters at Stagecoach by incorporating these best management practices to reduce or prevent unnecessary conflicts between people, pets, and wildlife.

- All outdoor garbage should be secured in IGBC-certified bear-resistant canisters, if possible, or stored in a structure that prevents black bear access. Trash should not be outside unsecured or in bags or standard canisters.
- No compost piles should be allowed on the property.
- Landscaping should not include fruit-bearing trees.
- Landscaping fabrics or erosion control materials should be constructed of natural materials and pose a low risk of entrapment or damage by wildlife.
- Prohibit backyard poultry, waterfowl, or beehives and the use of bird feeders.
- Prohibit placement of pet food outside.
- Avoid installing fencing, except in designated dog parks, which could prohibit wildlife passage. Where fencing is necessary, adhere to guidelines within CPW's [Fencing with Wildlife in Mind](#) Document.
- CPW strongly advises that dog runs be near units that allow pets to encourage use. A lack of fenced dog runs can lead to wildlife harassment by dogs, and improper fences in residential areas can entangle wildlife.
- Dogs should be leashed and under control unless in a fenced dog park. Roaming domestic animals can engage with wildlife, leading to potential injuries and



mortalities. Dogs and cats can chase, harass, and kill wildlife, including fawns, calves, small mammals, and songbirds.

- Outdoor cooking appliances should be cleaned and stored in a protected area.
- Lighting should be capped from above to help reduce night-sky light pollution, which inhibits nocturnal wildlife behavior.
- The HOA should prohibit wildlife feeding via salt blocks or other methods. Except for bird feeders, any type of feeding, baiting, salting, or other means of attracting wildlife is illegal. CPW may cite both homeowners and tenants for violations.
- Garage doors should remain closed when residents are not outside and in the immediate vicinity to prevent bears from entering and obtaining stored food rewards, such as freezer food, pet food, and trash.
- Raptors and other migratory birds are protected from take, harassment, and nest disruption at the state and federal levels. CPW recommends that a nest survey be performed in each project area (half-mile radius) no later than two weeks before initiating construction for each project to identify potential raptor and songbird nests, raptor perching and foraging areas, and winter roosting areas.
- The homeowners and tenants should be individually responsible for abiding by all wildlife conflict mitigation measures adopted by the county and project.
- For additional resources to reduce human-wildlife conflicts and minimize impacts on wildlife, please visit CPW's [Living with Wildlife](#) resource page.

Vegetation

CPW recommends developing a comprehensive weed management plan, incorporating wildlife-friendly vegetation and landscaping while controlling the spread of noxious weeds within the Tailwaters at Stagecoach development. Invasive plants endanger the ecosystem by disturbing natural processes and jeopardizing the survival of native plants and the wildlife that depend on them. CPW requests a review of all seed mixes to be utilized on the properties to minimize the use of seed species detrimental to wildlife and native habitats.

CPW appreciates being contacted early and often for input on the impacts that Southern Shores Subdivision at Stagecoach could impose on the wildlife and wildlife habitat in the area. This comment letter identifies concerns for both Stagecoach State Park and wildlife in the area. CPW looks forward to actively participating in a planning process and developing cooperative management plans that address these concerns. Contact CPW staff to discuss



these wildlife issues further and facilitate measures to avoid, minimize, and mitigate impacts on wildlife.

- Kris Middledorf, Area Wildlife Manager: 970.819.3150, kris.middledorf@state.co.us
- Craig Preston, Stagecoach State Park Manager: 970.736.2516, craig.preston@state.co.us
- Molly West, Land Use Specialist: 970.250.3818, molly.west@state.co.us

Sincerely,



Kris Middledorf
Area Wildlife Manager



Craig Preston
Stagecoach State Park Manager

Cc:

Molly West, Land Use Specialist
Bill Atkinson, Aquatic Biologist
Libbie Miller, Terrestrial Wildlife Biologist
Eric Vannatta, Terrestrial Wildlife Biologist
Danielle Neumann, Land Use Specialist
Elijah Columbia, District Wildlife Manager
Jeanette Sawa, Administrative Assistant - Area 10



Letter of Opposition to Application PL20240011

7-11-24

To: Alan Goldich, City Planner

From: Michael Carini, Routt County Resident

897 Majestic Cir,
Steamboat Springs, CO 80487

Hello,

I am writing this letter to oppose, in the strongest terms possible, the proposed arrangement between Tri-State Generation and Transmission Association (“Tri-State”) and the Stagecoach Property Association (“SPOA”) outlined in their February 6th, 2024 Memorandum of Understanding (MOU).

The proposed deal runs directly contrary to the public good of Routt County residents and the stated aims of the county in increasing housing supply and affordability.

As stated plainly in Recital H,

“SPOA, for its part, is presently opposed to the construction of multi-family housing on the property, although SPOA's position on the matter may change in the future. SPOA would prefer to see the property used for other purposes to benefit the general membership of the Association.”

This is exactly the kind of selfish, “not in my backyard” (“NIMBY”) behavior that has helped create the nationally recognized housing and affordability crisis here in Routt County. The proposed transaction demonstrably hurts Morrison Creek’s (an essential public utility) ability to attract and retain vital talent in the midst of a labor shortage, in favor of a small group of wealthy homeowners (who presumably will not entertain the idea of living next to regular working class people).

Further, the proposed subdivision and rezoning CA6 (Parcel ID number 950322001) of high-density residential plot into large single family lots is directly antithetical to the County’s oft-stated goal of increasing housing supply and affordability. Again, this change privileges extremely wealthy homeowners at the direct expense of the public good.

On this basis, I sincerely believe that the county has a moral and practical imperative to oppose these changes and deny the application until a more balanced approach is presented.

Finally, lest I be judged a hypocrite, I note that my own HOA (of which my wife is a board member) explicitly chose not to oppose the transformation of the Steamboat Hotel into workforce housing, we clearly recognized the community need and vital nature of additional housing.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael Carini", with a stylized flourish at the end.

Michael Carini

MEMORANDUM OF UNDERSTANDING AND AGREEMENT CONCERNING THE PROPOSED SUBDIVISION OF COMMON AREA SIX AT SOUTH SHORE AT STAGECOACH

This Memorandum of Understanding and Agreement (hereinafter, "Agreement") is entered into this 6th day of February, 2024, by and between the Stagecoach Property Owners Association ("SPOA"), a Colorado non-profit corporation and Tri-State Generation and Transmission Association, Inc., a Colorado cooperative association ("Tri-State").

RECITALS:

A. Tri-State Ownership of Existing Lots at South Shore. Tri-State is the owner of the following Lots and parcels shown on the original plat of the residential subdivision known as "South Shore at Stagecoach:" Lots 60, 135, 136, Multi-Family Tract 1, the portion of Common Area 19 located east of Routt County Road 18A (hereinafter referred to as the, "TS portion of CA19"), the portion of Common Area 9 located west and south of the parcel owned by Morrison Creek Metropolitan Water and Sanitation District (hereinafter referred to as the, "TS portion of CA 9"), Common Area 13, and the portion of Common Area 6 located in the north one-half of the northwest quarter of Section 32 (hereinafter referred to as the "TS portion of CA 6").

B. Tri-State Proposal to Subdivide CA 6. Tri-State is also the owner of an approximately ten-acre parcel that borders the TS portion of CA 6 and is identified by Parcel ID number 950322001 (hereinafter referred to as the, "10-acre Parcel"). Tri-State now proposes to re-plat the TS portion of CA 6, along with the 10-acre Parcel, to form five new lots [hereinafter referred to singly as a, "New Lot" and together as, "New Lots"), each of which will have an area exceeding five acres. This division of the Tri-State portion of CA 6 and the 10-acre Parcel to form the New Lots is referred to hereinafter as the, "Re-Plat."

C. SPOA Ownership of CA 6. SPOA owns the portion of Common Area 6 in the South Shore at Stagecoach subdivision that is located in the south one-half of the northwest quarter of Section 32 (hereinafter referred to as the, "SPOA portion of CA 6").

D. Construction of an Access Road for the New Lots. To provide access to the New Lots, Tri-State proposes to construct a new Routt County standard gravel road from Shoshone Way, through Lot 60, and continuing into the interior of what is presently the TS portion of CA 6 (hereinafter referred to as the, "New Lots Road"). The approximate location of the road is shown in the map attached as Exhibit "A" which also shows the present intended approximate location of the New Lots. It is the intention of Tri-State that the New Lots Road will be constructed by Morrison Creek Metropolitan Water and Sanitation District (hereinafter referred to as, "Morrison Creek"), on terms to be negotiated separately by Tri-State and Morrison Creek. As consideration for the

construction of the road, Tri-State will convey certain real property interests to Morrison Creek, as more fully described below.

E. The Effect of Subdivision on Sanitary Vault Availability. The South Shore at Stagecoach subdivision, as originally platted, contained 218 Lots and 39 Multi-Family Tracts. Although the Morrison Creek sewage treatment plant is located at South Shore, it only serves, via pipeline, a few of the South Shore Lots. In order to obtain a building permit in Routt County, the applicant must have an approved method for disposing of sewage. Because of the lack of pipeline sewage service at South Shore and elsewhere in Stagecoach, Routt County and Morrison Creek entered into an "Intergovernmental Agreement", pursuant to which it was agreed that Routt County would allow a certain number of lots in various subdivisions to be issued building permits, even though they were not connected via pipeline to the sewage treatment plant, so long as the sewage from the residence on the lot was deposited in a sealed concrete "vault", and so long as Morrison Creek provided a service for removing the sewage from the vault and delivering it to the sewage treatment plant for disposal.

The number of building permits available under the Intergovernmental Agreement is determined by the land area of the subdivision. Since South Shore has an area of approximately 500 acres, approximately 100 vaults can be installed to dispose of residential waste. However, a number of the original South Shore Lots and Multi-Family Tracts were removed from residential use at the time the Stagecoach Reservoir was constructed. And there have been other changes to the Lots and Multi-family Tracts which have affected the availability of vaults. Also, a number of homes have been constructed since the time the Intergovernmental Agreement was signed, reducing the number of remaining permitted vaults. At the present time the number of remaining permitted vaults is approximately 50, even though there are still at least 150 Lots and Multi-Family Tracts without residences.

SPOA opposes any action by Tri-State that would result in an increase in the number of lots at South Shore eligible to receive one of the relatively few remaining permitted vaults. To avoid this result, Tri-State proposes that each New Lot will have an area of five acres or more. Under existing Routt County ordinances, this would allow the owner of the New Lot to construct a leach field for sewage disposal, rather than connect to a vault. Since SPOA's participation in this Agreement is contingent upon the foregoing, it is the intention of SPOA and Tri-State, that the New Lots will be encumbered by covenants requiring that any residence constructed on the Lot be connected to a leach field for sewage disposal.

SPOA also opposes any action by Tri-State that would result in the reduction of the number of permitted vaults currently available to Lot owners at South Shore. Since the development of the New Lots may result in the subtraction of the area of the New Lots from the South Shore total, it is not clear whether the proposed development will result in a reduction. For that reason it is the intention of SPOA that this agreement shall be

contingent on a finding by both Morrison Creek and Routt County that there will be no reduction in remaining permitted vaults.

F. New Lots Shall be Subject to the Stagecoach Covenants. It is the intention of both SPOA and Tri-State that the New Lots shall be subject to the Stagecoach Covenants. To satisfy this intention, the New Lots will be encumbered by a declaration, signed by Tri-State, to the effect that the title held by Tri-State is subject to the Stagecoach Covenants, as amended from time to time, and that these Covenants shall run with the land and be binding upon Tri-State's successors in title. The declaration will also clarify that each New Lot is to be treated as a single "Lot" under the Covenants. A separate document will be signed by SPOA, and filed simultaneously with the declaration, stating that SPOA accepts the addition of the New Lots to its jurisdiction and that each New Lot shall be treated as a single "Lot" under the Covenants.

G. Conveyance of Real Property to SPOA and Morrison Creek. The Parties have agreed that in return for SPOA's support of the Re-Plat, Tri-State will convey certain real property interests to SPOA, as more fully described below. The parties have also agreed that Tri-State will convey certain real property interests to Morrison Creek, although the conveyances to Morrison Creek will be subject to the satisfactory construction, by Morrison Creek, of the County- standard gravel road referred to above. These conveyances will happen only after all of the contingencies described below, including County approval of the Re-Plat, have been satisfied. To insure an orderly conveyance, Tri-State will sign and deliver to an escrow/title company of Tri-State's choice, prior to satisfaction of all the contingencies, conveyance documents in a form approved by SPOA.

H. Conveyance of Multi-Family Tract 1 a Material Condition of the Agreement. For SPOA, a material condition of its agreement is the conveyance by Tri-State of Multi-Family Tract 1. Morrison Creek wishes to acquire the property for the construction of future housing for employees. SPOA, for its part, is presently opposed to the construction of multi-family housing on the property, although SPOA's position on the matter may change in the future. SPOA would prefer to see the property used for other purposes to benefit the general membership of the Association. It is not necessary to resolve this difference at the present time. So, SPOA and Morrison Creek have agreed to hold title to the property jointly and continue their discussion about future use of the property. Tri-State initially proposed to retain title until Morrison Creek completes construction of the access road for the New Lots. However, Morrison Creek is not a party to this Agreement and SPOA is unwilling to condition conveyance of Multi-Family Tract 1 on future actions by Morrison Creek. The parties have agreed, therefore, that Tri-State will convey Multi-Family Tract 1 to SPOA upon satisfaction of the contingencies described herein. And SPOA has agreed that it will convey a one-half undivided interest in the property to Morrison Creek upon confirmation by Tri-State that Morrison Creek has completed the construction of the access road to the satisfaction of Tri-State.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

I. CONTINGENCIES.

1. Permitted Vaults. If either Morrison Creek or Routt County conclude, at any time prior to the filing of a plat, signed by the County, showing the New Lots, that the creation of the New Lots will result in a reduction in the number of remaining permitted vaults at South Shore, then this Agreement shall be null and void and have no further effect.

2. County Approval of the RePlat. If Routt County fails to approve the Re-Plat on terms acceptable to Tri-State, then this Agreement shall be null and void and have no further effect. Tri State shall be deemed to have accepted the Re-Plat if it signs the new plat and the said plat is also signed by the County and filed in the office of the County Recorder.

II. INITIAL ACTIONS TO BE TAKEN BY THE PARTIES

1. Filing of the Petition for a Re-Plat. Tri-State shall prepare and file a petition to the County requesting the consolidation and subdivision of the TS portion of CA 6 and the 10-acre Parcel into the New Lots. In connection with this petition, Tri-State is not limited to the configuration of the New Lots shown in Exhibit A but shall be free to draw proposed boundaries as it sees fit, provided, however, that each of the New Lots must qualify, under applicable County standards, for the construction of a leach field to dispose of waste. In order to prevent needless mis-understandings, Tri-State shall notify SPOA of the proposed boundaries of the New Lots prior to filing the petition with the County. SPOA shall support the petition, so long as it complies with the intentions of the parties, as stated above, throughout the approval process. SPOA shall have no obligation to pay any portion of, or reimburse Tri-State for, any expense incurred by Tri-State in connection with the petition or the approval process.

2. Confirmation that the Vault Contingency is Met. Once the petition for a Re-Plat has been filed, SPOA shall contact both Morrison Creek and the County and request written confirmation from each that the proposed New Lots will not result in a reduction in the number of remaining permitted vaults at South Shore.

3. New Lots Subject to the Covenants. SPOA shall prepare and submit to Tri-State for approval a form of declaration whereby Tri State agrees to subject the title of the New Lots to the Stagecoach Covenants. SPOA shall also prepare and submit to Tri-State for approval a form of document, to be signed by SPOA accepting jurisdiction of the New Lots. Once the form of the documents has

been agreed, Tri-State and SPOA shall sign the documents and deliver them to the title company acting as escrow in this transaction, as described below.

4. Opening of Escrow and Preparation of Conveyance Documents. Upon the filing with the County of the petition for a Re-Plat, the parties shall jointly open an escrow account at a title company selected by Tri-State. In this regard, the parties shall sign standard form escrow instructions reasonably requested by the title company. The purpose of the escrow is for the title company to hold signed conveyance documents until all contingencies have been satisfied. In this regard, the title company shall arrange for appropriate conveyance documents to be prepared and shall deliver copies to Tri-State and SPOA. Once the language of the conveyance documents has been agreed to by Tri-State and SPOA, the parties shall sign the documents and return them to the title company. The deadline for the parties to sign conveyance documents and deliver them to escrow shall be the date set for the meeting of the County Commissioners to approve the Re-Plat.

The conveyance documents to be prepared by the title company are as follows:

- a. A quitclaim deed conveying Tri-State's interest [if any] in the SPOA Portion of CA 6, to SPOA; and
- b. A special warranty deed conveying all of Tri-State's right title and interest in Common Area 13 to SPOA; and
- c. A special warranty deed conveying all of Tri-State's right, title and interest in the TS portion of Common Area 19 to SPOA; and
- d. A special warranty deed conveying all of Tri-State's right, title and interest in Multi-Family Tract 1 to SPOA; and
- e. A special warranty deed, to be signed by SPOA, conveying a one-half undivided interest in Multi-Family Tract 1 to Morrison Creek and a one-half undivided interest in Multi-Family Tract 1 to SPOA, as tenants in common; and
- f. A document, to be signed by Tri-State, the effect of which is to grant and/or convey to SPOA, in perpetuity, a twenty foot wide easement running along the rear and west boundaries of the TS Portion of Common Area 9, for the purpose of constructing recreational trails; and
- g. A special warranty deed, conveying all of Tri-State's right, title and interest in Lots 135,136 and the TS Portion of Common Area 9 (, subject to the twenty foot wide easement in favor of SPOA), to Morrison Creek.

The title company shall file the conveyance documents at the County Recorder's office, and deliver copies to the parties, upon receipt of instructions from both SPOA and Tri-State to the effect that any contingencies with respect to

the conveyances have been satisfied. The costs of the escrow shall be borne by the parties as follows: Tri-State shall pay the cost of preparing the conveyance documents. SPOA shall pay the cost of title insurance, and the commitment to provide such insurance, for property conveyed to SPOA, and all other costs shall be paid one-half by SPOA and one-half by Tri-State. There shall be no allocation between the parties with respect to real property taxes or SPOA assessments.

III. ACTIONS TO BE TAKEN BY THE PARTIES AFTER ALL CONTINGENCIES HAVE BEEN SATISFIED.

1. Declaration Submitting the New Lots to the Stagecoach Covenants.

Immediately after the filing of the new plat for the New Lots, Tri-State shall sign and file at the office of the County Recorder the declaration subjecting the New Lots to the Stagecoach Covenants. Immediately after the filing of the declaration by Tri-State, SPOA shall file the document accepting jurisdiction for the New Lots.

2. Quit Claim Deed for the SPOA Portion of CA 6.

SPOA and Tri-State shall instruct escrow to file the quit-claim deed conveying Tri-State's interest in the SPOA portion of CA 6 [if any] to SPOA.

3. Special Warranty Deed for Common Area 13.

SPOA and Tri-State shall instruct escrow to file the special warranty deed conveying all of Tri-State's right title and interest in Common Area 13 to SPOA.

4. Special Warranty Deed for TS Portion of CA 19.

SPOA and Tri-State shall instruct escrow to file the special warranty deed conveying all of Tri-State's, right, title and interest in the TS Portion of Common Area 19 to SPOA.

5. Special Warranty Deed for Multi-Family Tract 1.

SPOA and Tri-State shall instruct escrow to file the special warranty deed conveying all of Tri-State's right, title and interest in Multi-Family Tract 1 to SPOA.

IV. ACTIONS TO BE TAKEN BY THE PARTIES UPON COMPLETION OF THE ROAD PROVIDING ACCESS TO THE NEW LOTS

1. Special Warranty Deed for a One-Half Interest in Multi-Family Tract 1.

Upon completion of the road to the satisfaction of Tri-State, SPOA and Tri-State shall instruct escrow to file the special warranty deed conveying all of SPOA's right, title and interest in Multi-Family Tract 1 in equal shares to Morrison Creek and SPOA, as tenants in common.

2. Grant and/or Conveyance of Trail Easements Across CA 9.

Upon completion of the road to the satisfaction of Tri-State, SPOA and Tri-State shall instruct

escrow to file the document granting and/or conveying the twenty-foot rear and side trail easements across the TS Portion of CA 9 to SPOA. This document shall be filed prior to the deed conveying Lots 135, 136 and the TS Portion of CA 9.

3. Special Warranty Deed for Lots 135, 136 and the TS Portion of CA 9.

Upon completion of the road to the satisfaction of Tri-State, SPOA and Tri-State shall instruct escrow to file the special warranty deed conveying all of Tri-State's right, title and interest in Lots 135, 136 and The TS Portion of CA 9 to Morrison Creek.


V. GENERAL PROVISIONS

1. Time is of the Essence. Time is of the essence with respect to all actions of the parties described in this Agreement. In this regard, and without limiting the generality of the preceding sentence, the parties specifically agree to respond expeditiously to each other, as well as Routt County, and to attend meetings called by the County or either of the parties, upon reasonable notice.

2. Mutual Cooperation and Good Faith. The parties shall cooperate with each other, in good faith, to achieve the objectives and intended results described in this Agreement. This duty of good faith shall include the signing of such additional documents as shall be reasonably required.

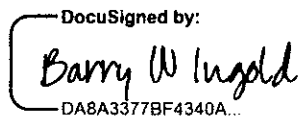
3. Colorado Law Applies. This Agreement shall be interpreted and enforced under the law, statutory and common, of the State of Colorado. Venue for any legal proceeding shall lie with the District Court in Steamboat Springs, CO.

STAGECOACH PROPERTY OWNERS ASSOCIATION

By: 
It's President Eli Nykamp

Dated: 2.1.24

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.

DocuSigned by:

DA8A3377BF4340A...

By: Barry W. Ingold

Dated: 2/6/2024

It's: Chief Operating Officer

SUPPLEMENTAL AGREEMENT TO
MEMORANDUM OF UNDERSTANDING AND AGREEMENT CONCERNING THE
PROPOSED SUBDIVISION OF COMMON AREA SIX AT
SOUTH SHORE AT STAGECOACH

THIS SUPPLEMENTAL AGREEMENT TO MEMORANDUM OF UNDERSTANDING AND AGREEMENT CONCERNING THE PROPOSED SUBDIVISION OF COMMON AREA SIX AT SOUTH SHORE AT STAGECOACH (the "Supplement") is made and entered into by and among the MORRISON CREEK METROPOLITAN WATER AND SANITATION DISTRICT, a Colorado special district ("Morrison Creek"), the STAGECOACH PROPERTY OWNERS ASSOCIATION, a Colorado non-profit corporation ("SPOA"), and TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC., a Colorado cooperative association ("Tri-State").

WHEREAS, SPOA and Tri-State have entered into and executed a MEMORANDUM OF UNDERSTANDING AND AGREEMENT CONCERNING THE PROPOSED SUBDIVISION OF COMMON AREA SIX AT SOUTH SHORE AT STAGECOACH, executed by SPOA on February 1, 2024, and executed by Tri-State on February 6, 2024 (the "MOU Agreement"), a true copy of which, as finally executed, being attached to this Supplement as Exhibit "A"; and

WHEREAS, certain provisions of the MOU Agreement affect Morrison Creek, and the purpose of this Supplement is to provide supplemental agreements among SPOA, Tri-State, and Morrison Creek with respect to clarifying, amending, implementing and supplementing the MOU Agreement.

NOW, THEREFORE, IN CONSIDERATION OF The agreements, covenants, conveyances, and provisions of this Supplement, SPOA, Tri-State, and Morrison Creek do hereby covenant, convey, and agree as follows:

1. Definitions. Terms and parties referred to herein shall have the same definitions as such terms and parties are referred to in the MOU Agreement.
2. Confirmation that the Vault Contingency is Met. Morrison Creek confirms, for itself and not as agent for Routt County, that the proposed New Lots will not result in a reduction in the number of remaining permitted vaults at South Shore, because owners of New Lots will not be eligible to enter into a Vault Agreement with Routt County and/or Morrison Creek.
3. Delivery to Morrison Creek of the Special Warranty Deed for Lots 135, 136, and the TS Portion of CA 9, South Shore Subdivision (the "Lots 135/136/TS Portion CA9 Deed"). After the Escrow with the title company selected by Tri-State has been opened and the Lots 135/136/TS Portion CA9 Deed from Tri-State to Morrison Creek described in subsection (g) of Section 4 of Article II has been approved as to form by Morrison Creek and executed by Tri-State, properly acknowledged, and deposited with the escrow agent, then upon written request of Morrison Creek to SPOA, Tri-State, and the title company,

in which Morrison Creek affirms that it has commenced construction of the Road as described below in paragraph 5 of this Supplement (the "District Request"), the title company will within one business day after receipt of such District Request remove from escrow and file and record in the office of the Routt County Clerk and Recorder such Lots 135/136/TS Portion CA9 Deed. Morrison Creek will not complete such road if such Lots 135/136/TS Portion CA9 Deed is not recorded within such one business day or if, at the time of recording, Tri-State is not the record owner in fee simple absolute of the property described in such Lots 135/136/TS Portion CA9 Deed. The parties acknowledge that this paragraph 3 is a variance from the provisions of Recital G of the MOU Agreement, and the extent of such variance, is deemed an amendment to the MOU Agreement.

4. New Parcel Agreement, Replat. Article III of the MOU Agreement is amended to add the following new paragraph 6 to such Article III:

"6. New Parcel Agreement for All Lots in Recorded Replat. Immediately after the filing of the new Replat for the New Lots, Tri-State and Morrison Creek shall sign, acknowledge and Morrison Creek shall file for recording in the office of the Routt County Clerk and Recorder the New Parcel Agreement for the Replat, a copy of which is annexed as Exhibit "B" to this Supplement. Such Exhibit "B" assumes the name of the Replat will be Southern Shore Estates, but if the Replat is given a different name, such Exhibit "B" as finalized shall reflect the final given name of the Replat.

5. Construction of Road. After SPOA and Tri-State have opened escrow and deposited all signed and acknowledged documents with the title company as specified in Articles II and III of the MOU Agreement and the new Replat for the New Lots has been executed by Tri-State and the County and recorded in the office of the Routt County Clerk and Recorder, and new paragraph 6 of Article III of the MOU Agreement as described in paragraph 4 above has been completed, Morrison Creek shall commence at its cost the physical construction of a subdivision road within the ROW of the road and cul-de-sac shown on the Replat for the New Lots as described in this paragraph 5 (the "Road"). The new Replat for the New Lots shall generally be in accord with the preliminary draft of the Southern Shore Estates subdivision plat attached to this Supplement as Exhibit "C." Continuation of construction of such Road by Morrison Creek is conditioned upon compliance with the provisions of paragraph 3 above. The design and specifications of the Road shall be prepared by Morrison Creek, and shall meet the requirements of the Routt County Road and Bridge Department for the construction of a private subdivision road within the Replat for the New Lots which is not required to be maintained by Routt County. Specifically, such Road will be approximately 512 feet in length, with 16-foot-wide unpaved driving surface, reasonable adjacent borrow ditches, such Road surface being graded for levelling and removal of vegetation, installation of Routt County standard road fabric, and then installation of 6" of pit run base and 3" of finish gravel. The Road design or construction will not be required to meet Routt County specifications for publicly maintained roadways by the County, and Morrison Creek is not required to obtain the acceptance of such Road by Routt County for ownership and snowplowing and maintenance of the Road. Instead, it is expected that the Road, when completed, will be

plowed and maintained/repared by the homeowners' association of the 5 Lots within the new Subdivision. All of the cost and expense of design and construction of the Road as above described shall be borne by Morrison Creek, which is the consideration supplied by Morrison Creek in return for the conveyance of the Lots 135/136/TS Portion CA9 Deed and the conveyance of the special warranty deed described in subsection (e) of paragraph 4 of Article II and described in paragraph 1 of Article IV of the MOU and Agreement. Morrison Creek will notify Tri-State, SPOA, and the title company when the Road has been completed as above provided (the "Initial Completion Notice"). Within 7 business days after delivery by Morrison Creek of the Initial Completion Notice, a knowledgeable civil engineer representative of Tri-State (the "Engineer"), at the cost of Tri-State, may inspect the completed Road in the presence of the General Manager of Morrison Creek. Such Road will conclusively be deemed to be constructed to the satisfaction of Tri-State and acceptable to Tri-State if no inspection by the Engineer occurs within such 7 business days or if, after a timely inspection, the Engineer has not delivered to Morrison Creek a written objection on behalf of Tri-State to the construction of the Road, stating specifics of each objection, within 3 days after such inspection. Such objections by such Engineer, if made, must be reasonable and based upon variance of the actual construction from the standard specifications and requirements of the Routt County Road and Bridge Department for such private subdivision roads in the County. Morrison Creek will as soon as practicable rectify at its cost reasonable objections to the construction of the Road as asserted by the Engineer, and shall upon completion thereof notify SPOA, Tri-State, and the title company of such completion (the "Final Completion Notice"). Upon such delivery by Morrison Creek of the Final Completion Notice, the Road shall conclusively be deemed to be completed to the satisfaction of Tri-State, without any further inspection by the Engineer. No work on the Road by Morrison Creek will be undertaken or completed between November 1 and the following June 1 due to potential inclement winter weather.

6. Conveyance of undivided one-half interest in Multi-Family Tract 1 from SPOA to Morrison Creek, On the 8th business day after delivery by Morrison Creek of the Initial Completion Notice, or if applicable on the 3rd business day after delivery by Morrison Creek of the Final Completion Notice, if applicable, SPOA and Tri-State shall cause the title company to complete and record in the office of the Routt County Clerk and Recorder the special warranty deed referred to in Paragraph 1 of Article IV of the MOU Agreement. After such conveyance, notwithstanding the provisions of Recital H of the MOU Agreement, the intent of Morrison Creek in obtaining ownership of such undivided one-half of Multi-Family Tract 1 is for the use, enjoyment, and development of such property interest for the purposes or interests of Morrison Creek as determined by the Board of Directors of Morrison Creek in its sole discretion. Morrison Creek acknowledges that SPOA may in its discretion oppose such use, enjoyment and development, and SPOA acknowledges that Morrison Creek may in its discretion oppose the use, enjoyment and development by SPOA of its one-half property interest in such Tract. After such acquisition, Morrison Creek and SPOA each reserves the lawful right to seek partition of Multi-Family Tract 1 at any future time in the discretion of each. The obligations of Tri-State and SPOA provided above in the first sentence of this paragraph 6 is enforceable by Morrison Creek by specific performance action in equity, and in the

event of any such action, the Court will award to the party substantially prevailing in such proceeding its reasonable attorneys' fees and costs of suit and discovery and experts.

7. Promises of Tri-State and SPOA to Each Other in MOU Agreement Are Not Binding Upon Morrison Creek Except as Provided in this Supplement. The provisions of the MOU Agreement which constitute representations, promises, agreements, conveyances, or covenants by Tri-State or by SPOA to each other are not incorporated into this Supplement and are not binding upon Morrison Creek except only to the extent specifically provided in this Supplement.
8. Supplement is Void if MOU Agreement Becomes Void. Article I of the MOU Agreement described contingencies by which such MOU Agreement may become void. If such MOU Agreement becomes void, then this Supplement shall be null and void and have no further effect.
9. Notices. Wherever in this Supplement it shall be required or permitted that notice or demand be given or served by one party to or on the other party or parties, such notice or demand shall be in writing and served either personally on the other party or sent by email to the other party or sent by certified mail, return receipt requested, postage prepaid, and any such notice shall be conclusively deemed served in the event of mailing upon and at the time of deposit of such notice in the U.S. Mails, addressed to the following respective addresses:

IF TO MORRISON CREEK, to:

General Manager
Morrison Creek Metropolitan W&S District
24490 Uncompahgre Rd.
Oak Creek, CO. 80467
Phone: 970-736-8250
Email: gdromero@mcwater.org

IF TO SPOA, to:

Stagecoach Property Owners Association
c/o Stagecoach Association Management
675 Snapdragon Way, Suite 100
Steamboat Springs, CO 80487
Phone: 970-875-2810
Email: genmgr@stage-coach.com

IF TO TRI-STATE, to:

Tri-State Generation & Transmission Assoc.
ATTN: H. Steven Gray, Sr. Manager, Land Rights and Permitting
PO Box 33695
Denver, CO 80233-0695
Phone: 303-452-6111
Email: steve.gray@tristategt.org

10. Miscellaneous. This Supplement shall be binding upon the parties hereto, their successors and assigns, and shall inure to the benefit of each of the parties. This

Agreement shall be construed under Colorado Law. The parties acknowledge that Morrison Creek is relying on, and does not waive or intend to waive by any provision of this Supplement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S., as from time to time amended, or otherwise available to Morrison Creek, its officers, officials, employees, or agents. References to any pronoun or to the singular or plural herein shall include any other pronoun and the plural or singular as necessary for a reasonable understanding of this instrument. Time is of the essence of this agreement, and the parties agree to respond expeditiously to each other. Venue for any legal proceeding arising out of this Supplement shall be in the District Court for Routt County, Colorado. This Supplement shall not be amended, nor rights hereunder be deemed waived, except by an instrument in writing executed by all the parties hereto. Morrison Creek has made no representations or promises whatsoever except those contained herein and in Exhibit B, and no other person, firm or corporation has, at any time, had any authority from Morrison Creek to make any representations or promise on behalf of Morrison Creek, and SPOA and Tri-State expressly agree that if any such representations or promises have been made by others, each of them hereby waives all right to rely thereon. No verbal agreement or implied covenant shall be held to vary the provisions hereof, any statute, law or custom to the contrary notwithstanding. The persons signing this Supplement for a party warrant and represent to each other party that they and each of them are fully authorized to execute this Supplement on behalf of the party he/she represents, and to bind such party fully to the terms and provisions of this Supplement, and that such party has taken all acts to authorize and approve this Supplement and to authorize such persons to execute this Supplement on behalf of such party. This Supplement may be signed separately in several counterparts, each of which shall be deemed an original, and all of which, when all parties have so signed, shall constitute the complete Supplement.

IN WITNESS WHEREOF, Each of the parties to this Supplement have signed this instrument on the respective dates set forth below, such Supplement to be fully effective when all parties have signed.

Morrison Creek Metropolitan Water and Sanitation District

5/6/2024, 2024 By: *Geovanny Romero*
General Manager

Stagecoach Property Owners Association

05/08/2024, 2024 By: *Eli Nykamp*
President

Tri-State Generation and Transmission Association, Inc.

5/2/2024, 2024 By: *Barry W Ingold*
Barry W. Ingold, Chief Operating Officer

Exhibit “A”

MEMORANDUM OF UNDERSTANDING AND AGREEMENT CONCERNING THE PROPOSED SUBDIVISION OF COMMON AREA SIX AT SOUTH SHORE AT STAGECOACH

This Memorandum of Understanding and Agreement (hereinafter, "Agreement") is entered into this 6th day of February, 2024, by and between the Stagecoach Property Owners Association ("SPOA"), a Colorado non-profit corporation and Tri-State Generation and Transmission Association, Inc., a Colorado cooperative association ("Tri-State").

RECITALS:

A. Tri-State Ownership of Existing Lots at South Shore. Tri-State is the owner of the following Lots and parcels shown on the original plat of the residential subdivision known as "South Shore at Stagecoach." Lots 60, 135, 136, Multi-Family Tract 1, the portion of Common Area 19 located east of Routt County Road 18A (hereinafter referred to as the, "TS portion of CA19"), the portion of Common Area 9 located west and south of the parcel owned by Morrison Creek Metropolitan Water and Sanitation District (hereinafter referred to as the, "TS portion of CA 9"), Common Area 13, and the portion of Common Area 6 located in the north one-half of the northwest quarter of Section 32 (hereinafter referred to as the "TS portion of CA 6").

B. Tri-State Proposal to Subdivide CA 6. Tri-State is also the owner of an approximately ten-acre parcel that borders the TS portion of CA 6 and is identified by Parcel ID number 950322001 (hereinafter referred to as the, "10-acre Parcel"). Tri-State now proposes to re-plat the TS portion of CA 6, along with the 10-acre Parcel, to form five new lots (hereinafter referred to singly as a, "New Lot" and together as, "New Lots"), each of which will have an area exceeding five acres. This division of the Tri-State portion of CA 6 and the 10-acre Parcel to form the New Lots is referred to hereinafter as the, "Re-Plat."

C. SPOA Ownership of CA 6. SPOA owns the portion of Common Area 6 in the South Shore at Stagecoach subdivision that is located in the south one-half of the northwest quarter of Section 32 (hereinafter referred to as the, "SPOA portion of CA 6").

D. Construction of an Access Road for the New Lots. To provide access to the New Lots, Tri-State proposes to construct a new Routt County standard gravel road from Shoshone Way, through Lot 60, and continuing into the interior of what is presently the TS portion of CA 6 (hereinafter referred to as the, "New Lots Road"). The approximate location of the road is shown in the map attached as Exhibit "A" which also shows the present intended approximate location of the New Lots. It is the intention of Tri-State that the New Lots Road will be constructed by Morrison Creek Metropolitan Water and Sanitation District (hereinafter referred to as, "Morrison Creek"), on terms to be negotiated separately by Tri-State and Morrison Creek. As consideration for the

construction of the road, Tri-State will convey certain real property interests to Morrison Creek, as more fully described below.

E. The Effect of Subdivision on Sanitary Vault Availability. The South Shore at Stagecoach subdivision, as originally platted, contained 218 Lots and 39 Multi-Family Tracts. Although the Morrison Creek sewage treatment plant is located at South Shore, it only serves, via pipeline, a few of the South Shore Lots. In order to obtain a building permit in Routt County, the applicant must have an approved method for disposing of sewage. Because of the lack of pipeline sewage service at South Shore and elsewhere in Stagecoach, Routt County and Morrison Creek entered into an "Intergovernmental Agreement", pursuant to which it was agreed that Routt County would allow a certain number of lots in various subdivisions to be issued building permits, even though they were not connected via pipeline to the sewage treatment plant, so long as the sewage from the residence on the lot was deposited in a sealed concrete "vault", and so long as Morrison Creek provided a service for removing the sewage from the vault and delivering it to the sewage treatment plant for disposal.

The number of building permits available under the Intergovernmental Agreement is determined by the land area of the subdivision. Since South Shore has an area of approximately 500 acres, approximately 100 vaults can be installed to dispose of residential waste. However, a number of the original South Shore Lots and Multi-Family Tracts were removed from residential use at the time the Stagecoach Reservoir was constructed. And there have been other changes to the Lots and Multi-family Tracts which have affected the availability of vaults. Also, a number of homes have been constructed since the time the Intergovernmental Agreement was signed, reducing the number of remaining permitted vaults. At the present time the number of remaining permitted vaults is approximately 50, even though there are still at least 150 Lots and Multi-Family Tracts without residences.

SPOA opposes any action by Tri-State that would result in an increase in the number of lots at South Shore eligible to receive one of the relatively few remaining permitted vaults. To avoid this result, Tri-State proposes that each New Lot will have an area of five acres or more. Under existing Routt County ordinances, this would allow the owner of the New Lot to construct a leach field for sewage disposal, rather than connect to a vault. Since SPOA's participation in this Agreement is contingent upon the foregoing, it is the intention of SPOA and Tri-State, that the New Lots will be encumbered by covenants requiring that any residence constructed on the Lot be connected to a leach field for sewage disposal.

SPOA also opposes any action by Tri-State that would result in the reduction of the number of permitted vaults currently available to Lot owners at South Shore. Since the development of the New Lots may result in the subtraction of the area of the New Lots from the South Shore total, it is not clear whether the proposed development will result in a reduction. For that reason it is the intention of SPOA that this agreement shall be

contingent on a finding by both Morrison Creek and Routt County that there will be no reduction in remaining permitted vaults.

F. New Lots Shall be Subject to the Stagecoach Covenants. It is the intention of both SPOA and Tri-State that the New Lots shall be subject to the Stagecoach Covenants. To satisfy this intention, the New Lots will be encumbered by a declaration, signed by Tri-State, to the effect that the title held by Tri-State is subject to the Stagecoach Covenants, as amended from time to time, and that these Covenants shall run with the land and be binding upon Tri-State's successors in title. The declaration will also clarify that each New Lot is to be treated as a single "Lot" under the Covenants. A separate document will be signed by SPOA, and filed simultaneously with the declaration, stating that SPOA accepts the addition of the New Lots to its jurisdiction and that each New Lot shall be treated as a single "Lot" under the Covenants.

G. Conveyance of Real Property to SPOA and Morrison Creek. The Parties have agreed that in return for SPOA's support of the Re-Plat, Tri-State will convey certain real property interests to SPOA, as more fully described below. The parties have also agreed that Tri-State will convey certain real property interests to Morrison Creek, although the conveyances to Morrison Creek will be subject to the satisfactory construction, by Morrison Creek, of the County- standard gravel road referred to above. These conveyances will happen only after all of the contingencies described below, including County approval of the Re-Plat, have been satisfied. To insure an orderly conveyance, Tri-State will sign and deliver to an escrow/title company of Tri-State's choice, prior to satisfaction of all the contingencies, conveyance documents in a form approved by SPOA.

H. Conveyance of Multi-Family Tract 1 a Material Condition of the Agreement. For SPOA, a material condition of its agreement is the conveyance by Tri-State of Multi-Family Tract 1. Morrison Creek wishes to acquire the property for the construction of future housing for employees. SPOA, for its part, is presently opposed to the construction of multi-family housing on the property, although SPOA's position on the matter may change in the future. SPOA would prefer to see the property used for other purposes to benefit the general membership of the Association. It is not necessary to resolve this difference at the present time. So, SPOA and Morrison Creek have agreed to hold title to the property jointly and continue their discussion about future use of the property. Tri-State initially proposed to retain title until Morrison Creek completes construction of the access road for the New Lots. However, Morrison Creek is not a party to this Agreement and SPOA is unwilling to condition conveyance of Multi-Family Tract 1 on future actions by Morrison Creek. The parties have agreed, therefore, that Tri-State will convey Multi-Family Tract 1 to SPOA upon satisfaction of the contingencies described herein. And SPOA has agreed that it will convey a one-half undivided interest in the property to Morrison Creek upon confirmation by Tri-State that Morrison Creek has completed the construction of the access road to the satisfaction of Tri-State.

NOW, THEREFORE, IT IS AGREED BY THE PARTIES AS FOLLOWS:

I. CONTINGENCIES.

1. Permitted Vaults. If either Morrison Creek or Routt County conclude, at any time prior to the filing of a plat, signed by the County, showing the New Lots, that the creation of the New Lots will result in a reduction in the number of remaining permitted vaults at South Shore, then this Agreement shall be null and void and have no further effect.

2. County Approval of the RePlat. If Routt County fails to approve the Re-Plat on terms acceptable to Tri-State, then this Agreement shall be null and void and have no further effect. Tri State shall be deemed to have accepted the Re-Plat if it signs the new plat and the said plat is also signed by the County and filed in the office of the County Recorder.

II. INITIAL ACTIONS TO BE TAKEN BY THE PARTIES

1. Filing of the Petition for a Re-Plat. Tri-State shall prepare and file a petition to the County requesting the consolidation and subdivision of the TS portion of CA 6 and the 10-acre Parcel into the New Lots. In connection with this petition, Tri-State is not limited to the configuration of the New Lots shown in Exhibit A but shall be free to draw proposed boundaries as it sees fit, provided, however, that each of the New Lots must qualify, under applicable County standards, for the construction of a leach field to dispose of waste. In order to prevent needless mis-understandings, Tri-State shall notify SPOA of the proposed boundaries of the New Lots prior to filing the petition with the County. SPOA shall support the petition, so long as it complies with the intentions of the parties, as stated above, throughout the approval process. SPOA shall have no obligation to pay any portion of, or reimburse Tri-State for, any expense incurred by Tri-State in connection with the petition or the approval process.

2. Confirmation that the Vault Contingency is Met. Once the petition for a Re-Plat has been filed, SPOA shall contact both Morrison Creek and the County and request written confirmation from each that the proposed New Lots will not result in a reduction in the number of remaining permitted vaults at South Shore.

3. New Lots Subject to the Covenants. SPOA shall prepare and submit to Tri-State for approval a form of declaration whereby Tri State agrees to subject the title of the New Lots to the Stagecoach Covenants. SPOA shall also prepare and submit to Tri-State for approval a form of document, to be signed by SPOA accepting jurisdiction of the New Lots. Once the form of the documents has

been agreed, Tri-State and SPOA shall sign the documents and deliver them to the title company acting as escrow in this transaction, as described below.

4. Opening of Escrow and Preparation of Conveyance Documents. Upon the filing with the County of the petition for a Re-Plat, the parties shall jointly open an escrow account at a title company selected by Tri-State. In this regard, the parties shall sign standard form escrow instructions reasonably requested by the title company. The purpose of the escrow is for the title company to hold signed conveyance documents until all contingencies have been satisfied. In this regard, the title company shall arrange for appropriate conveyance documents to be prepared and shall deliver copies to Tri-State and SPOA. Once the language of the conveyance documents has been agreed to by Tri-State and SPOA, the parties shall sign the documents and return them to the title company. The deadline for the parties to sign conveyance documents and deliver them to escrow shall be the date set for the meeting of the County Commissioners to approve the Re-Plat.

The conveyance documents to be prepared by the title company are as follows:

- a. A quitclaim deed conveying Tri-State's interest [if any] in the SPOA Portion of CA 6, to SPOA; and
- b. A special warranty deed conveying all of Tri-State's right title and interest in Common Area 13 to SPOA; and
- c. A special warranty deed conveying all of Tri-State's right, title and interest in the TS portion of Common Area 19 to SPOA; and
- d. A special warranty deed conveying all of Tri-State's right, title and interest in Multi-Family Tract 1 to SPOA; and
- e. A special warranty deed, to be signed by SPOA, conveying a one-half undivided interest in Multi-Family Tract 1 to Morrison Creek and a one-half undivided interest in Multi-Family Tract 1 to SPOA, as tenants in common; and
- f. A document, to be signed by Tri-State, the effect of which is to grant and/or convey to SPOA, in perpetuity, a twenty foot wide easement running along the rear and west boundaries of the TS Portion of Common Area 9, for the purpose of constructing recreational trails; and
- g. A special warranty deed, conveying all of Tri-State's right, title and interest in Lots 135, 136 and the TS Portion of Common Area 9 (, subject to the twenty foot wide easement in favor of SPOA), to Morrison Creek.

The title company shall file the conveyance documents at the County Recorder's office, and deliver copies to the parties, upon receipt of instructions from both SPOA and Tri-State to the effect that any contingencies with respect to

the conveyances have been satisfied. The costs of the escrow shall be borne by the parties as follows: Tri-State shall pay the cost of preparing the conveyance documents. SPOA shall pay the cost of title insurance, and the commitment to provide such insurance, for property conveyed to SPOA, and all other costs shall be paid one-half by SPOA and one-half by Tri-State. There shall be no allocation between the parties with respect to real property taxes or SPOA assessments.

III. ACTIONS TO BE TAKEN BY THE PARTIES AFTER ALL CONTINGENCIES HAVE BEEN SATISFIED.

1. Declaration Submitting the New Lots to the Stagecoach Covenants.

Immediately after the filing of the new plat for the New Lots, Tri-State shall sign and file at the office of the County Recorder the declaration subjecting the New Lots to the Stagecoach Covenants. Immediately after the filing of the declaration by Tri-State, SPOA shall file the document accepting jurisdiction for the New Lots.

2. Quit Claim Deed for the SPOA Portion of CA 6. SPOA and Tri-State shall instruct escrow to file the quit-claim deed conveying Tri-State's interest in the SPOA portion of CA 6 [if any] to SPOA.

3. Special Warranty Deed for Common Area 13. SPOA and Tri-State shall instruct escrow to file the special warranty deed conveying all of Tri-State's right title and interest in Common Area 13 to SPOA.

4. Special Warranty Deed for TS Portion of CA 19. SPOA and Tri-State shall instruct escrow to file the special warranty deed conveying all of Tri-State's, right, title and interest in the TS Portion of Common Area 19 to SPOA.

5. Special Warranty Deed for Multi-Family Tract 1. SPOA and Tri-State shall instruct escrow to file the special warranty deed conveying all of Tri-State's right, title and interest in Multi-Family Tract 1 to SPOA.

IV. ACTIONS TO BE TAKEN BY THE PARTIES UPON COMPLETION OF THE ROAD PROVIDING ACCESS TO THE NEW LOTS

1. Special Warranty Deed for a One-Half Interest in Multi-Family Tract 1. Upon completion of the road to the satisfaction of Tri-State, SPOA and Tri-State shall instruct escrow to file the special warranty deed conveying all of SPOA's right, title and interest in Multi-Family Tract 1 in equal shares to Morrison Creek and SPOA, as tenants in common.

2. Grant and/or Conveyance of Trail Easements Across CA 9. Upon completion of the road to the satisfaction of Tri-State, SPOA and Tri-State shall instruct

escrow to file the document granting and/or conveying the twenty-foot rear and side trail easements across the TS Portion of CA 9 to SPOA. This document shall be filed prior to the deed conveying Lots 135, 136 and the TS Portion of CA 9.

3. Special Warranty Deed for Lots 135, 136 and the TS Portion of CA 9.

Upon completion of the road to the satisfaction of Tri-State, SPOA and Tri-State shall instruct escrow to file the special warranty deed conveying all of Tri-State's right, title and interest in Lots 135, 136 and The TS Portion of CA 9 to Morrison Creek.

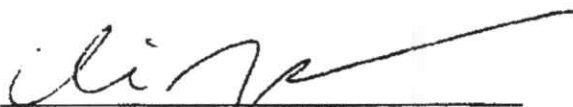
V. GENERAL PROVISIONS

1. Time is of the Essence. Time is of the essence with respect to all actions of the parties described in this Agreement. In this regard, and without limiting the generality of the preceding sentence, the parties specifically agree to respond expeditiously to each other, as well as Routt County, and to attend meetings called by the County or either of the parties, upon reasonable notice.

2. Mutual Cooperation and Good Faith. The parties shall cooperate with each other, in good faith, to achieve the objectives and intended results described in this Agreement. This duty of good faith shall include the signing of such additional documents as shall be reasonably required.

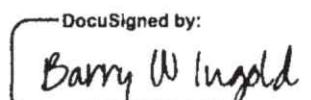
3. Colorado Law Applies. This Agreement shall be interpreted and enforced under the law, statutory and common, of the State of Colorado. Venue for any legal proceeding shall lie with the District Court in Steamboat Springs, CO.

STAGECOACH PROPERTY OWNERS ASSOCIATION

By: 
It's President Eli Nylka

Dated: 2.1.24

TRI-STATE GENERATION AND TRANSMISSION ASSOCIATION, INC.

DocuSigned by:

DA8A3377BF4340A...
By: Barry W. Ingold
It's: Chief Operating Officer

Dated: 2/6/2024

Exhibit “B”

NEW PARCEL AGREEMENT FOR
SOUTHERN SHORE ESTATES

THIS NEW PARCEL AGREEMENT (the "Agreement") is made and entered into by and between the persons and/or entities whose names, addresses, and signatures are set forth at the end of this Agreement ("Owner"), and the Morrison Creek Metropolitan Water and Sanitation District, a Colorado special district located in Routt County, Colorado ("District")

RECITALS:

WHEREAS, it is the policy of the District to encourage or require that all wells constructed within the boundaries of the District be titled in the name of the District in order to enhance the water supply in the Stagecoach area by preserving and protecting all wells, domestic, exempt or otherwise, BUT the District and Owner desire that the District waive such policy with respect to the real property which has been platted as a subdivision known as SOUTHERN SHORE ESTATES, all of which property as included in the plat of Southern Shore Estates is sometimes referred to as the "Southern Shore Estates Subdivision" or the "Subdivision," consisting of 5 separate Lots or Parcels, each exceeding 5 acres in size, and such Lots or Parcels in Southern Shore Estates Subdivision are sometimes hereinafter collectively referred to as the "Lots" and individually referred to as a "Lot"; and

WHEREAS, Tri-State Generation and Transmission Association, Inc., a Colorado cooperative corporation ("Tri-State" or "Owner"), is the owner of all of the property included within the Southern Shore Estates Subdivision, and Tri-State is hereinafter referred to as the "Owner"; and

WHEREAS, the Owner or a successor owner in ownership of each Lot in the Subdivision, have constructed, or intend to construct, an engineered septic system for such applicable Lot when a residence has been or is intended to be constructed thereon, and have constructed or intend to construct a water well within the Lot to provide water service to such Lot; and

WHEREAS, in the future, new extensions of the District's central sewage collection trunk line and/or central water supply trunk line or appurtenances may become situated within 400 feet of the future location of a dwelling on one or more of the Lots in the Subdivision; and

WHEREAS, Owner acknowledges that there is no central distribution water trunk line or central sewage collection trunk line within the Subdivision at the present time and that there is a possibility that the District or others may construct such a water trunk line or sewage collection trunk line within or adjacent to the Subdivision and within 400 feet of one or more single-family dwellings on one or more of the Lots; and

WHEREAS, Owner acknowledges that owner(s) of a Lot in the Subdivision may be required by the Colorado State Engineer or the Division Engineer for Water Division No. 6 to obtain an Augmentation Contract ("Augmentation Contract") with the Upper Yampa Water Conservancy District ("UYWCD") as a precondition to the issuance of exempt well permits within the Subdivision, such Contracts requiring annual well production monitoring and payment of annual fees to the UYWCD; if so required, the District will not sign such water augmentation contracts for owners of Lots in the Subdivision and will not undertake the responsibility of water production monitoring from such wells or the collection of annual fees from such well owners for payment to the UYWCD, and therefore the District does not desire to own or have any responsibility for any such exempt residential water wells within the Subdivision and does not mandate any such Contract; and

WHEREAS, the District desires to waive its policies requiring water wells within similar large-lot subdivisions to have all residential water wells therein titled in and owned by the District, but only to the extent of allowing the owner or owners of each Lot within the Southern Shore Estates Subdivision to obtain exempt water well residential permits in the respective names of such owner or owners and not in the name of the District, and thereby allowing such owner(s) (not the District) indefinitely to own and be responsible for such permitted exempt water well and all costs related thereto.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the Owner and the District hereby agree as follows, intending to bind all future owners of Lots within the Subdivision:

1. The Owner and the District agree that if either a new water or new sewer trunk line of the District is constructed and installed in the future by the District or any other person within 400 feet of the dwelling on a Lot within the Subdivision, then the owner or owners of such applicable Lot shall at the sole cost of such owner or owners promptly construct appropriate service line(s) and facilities and interconnect the water and/or sewage disposal facilities within such dwelling on such applicable Lot to such applicable trunk line of the District, in accordance with the rules and regulations of the District. The owner or owners of such applicable Lot will pay, at the time of such interconnection, water and/or sewage disposal tap-on fees to the District at the District's then existing rates (unless such owner or owners are then entitled to any tap-on fee credits pursuant to policies and procedures of the District), shall pay for all costs of all service lines and connections, and hereby agrees to comply with the rules and regulations of the District in making such interconnections. Owner and its successors in ownership of each Lot understand that the District will require the owner of a Lot to connect on to a new District water or sewer trunk line in the event such a new water or sewer trunk line of the District is constructed within 400 feet of a dwelling on a Lot in the Subdivision, regardless of the time or source of construction or payment for construction of such trunk line.

2. The Owner and each of its successor owners of any Lot shall not cause, or knowingly permit or allow, any water well, whether a domestic well, exempt well, or otherwise,

to be drilled or installed on a Lot, except in accordance with the following procedure and requirements:

- a. Every water well permit application for a water well proposed to be used on a Lot shall be filed by the Owner or the successor owner(s) of such Lot, and not by the District, with the office of the Colorado State Engineer (the "SEO"), at the expense of such Owner or successor owner(s). Such Lot owner(s) are solely responsible for obtaining the well permit application forms, completing the same to the best knowledge, information, and belief of such owner(s), and delivering the completed permit application to the Colorado State Engineer's Office, and to comply with all provisions of any new well permit issued by the SEO for the applicable well. Such owner(s) may be required by the SEO or by the Division Engineer for Water Division No. 6 to enter into and execute a water augmentation contract with the UYWCD to augment each such well, and if so required, such owner(s) are solely responsible at his or her or their or its cost to negotiate and obtain such water augmentation contract from the UYWCD and to comply with all terms and provisions thereof. The District has no responsibility to locate, apply for, contract for, construct, own, lease, operate, maintain, repair, or replace any such water well on any Lot or within the Subdivision.
- b. If there exists any water well of the District within 600 feet of the proposed exempt well location on a Lot, the owner(s) of such Lot is required to give notice of the well permit application to the District, and the District may take such actions as are prudent and protective of the District's municipal water supply.
- c. After a well permit is obtained, the drilling, completing and installing of any water well of any kind, and any improvements to treat, store, transport, or pump any water from such well, shall be the responsibility of the owner(s) of the Lot who own such well, and the District has no responsibility to accomplish any of the foregoing or to pay for any costs of same. Promptly after completion of any such well, such owner(s) shall complete and file with the Colorado State Engineer's office such well driller's reports and forms and such completion and beneficial use statements and other forms required by the SEO in order to complete the application process and the vesting of the rights in the well in the name of the owner(s). Copies of any well permit application and documents supplied by a Lot owner to the Colorado State Engineer's Office or the office of the Division Engineer for Water Division No. 6, and any well permit issued, and any well driller's reports, and any water augmentation contract with the UYWCD, shall be delivered to the District Manager for preservation in the District records.
- d. All conditional and absolute water rights for water produced or to be produced by any such water well on a Lot may be applied for by and at the cost of the owner(s) of such Lot, and shall be in the name of and owned by the owner(s) of such Lot

and not the District. The District shall have no liability or responsibility with respect to any such water well on the Lot.

3. Notwithstanding the foregoing, the District reserves the right, in its discretion, to provide municipal water and wastewater service to improvements within the Subdivision or on one or more of the Lots in the Subdivision, and to construct and install new water and sewage collection lines and facilities within easements and rights-of-way which the District may become entitled to use, in the sole discretion of the District. The Owner hereby conveys and dedicates to the District, and the District accepts, perpetual and non-exclusive easements for the installation, maintenance, repair, and replacement of water and sewage collection lines and appurtenances, and for access of persons, vehicles, and equipment thereto for such purposes, on, over, across, and under (i) a 15-foot-wide strip of land adjoining each side of all back Lot lines (being lot lines not fronting on roadways or another Lot) and all lot lines fronting on roads; (ii) a 10-foot wide strip of land adjoining each side of all side Lot lines (being lot lines between Lots); (iii) each of the streets, avenues, and roads shown and dedicated on the plat of the Subdivision for access; and (iv) any Open Space or Greenbelt parcel or area shown and so labeled or designated on the recorded plat of the Subdivision.

4. Nothing herein shall obligate the District directly or indirectly, to construct or finance or acquire any water or sanitary sewer trunk lines or facilities within the Subdivision or to or near any Lot.

5. This Agreement shall be binding upon the Owner, and its successors and assigns to each and all of the Lots in the Subdivision, shall run with the Lots and Subdivision to the successive owners thereof and shall inure to the benefit of the District. This Agreement shall be construed under Colorado Law. References to any pronoun or to the singular or plural herein shall include any other pronoun and the plural or singular as necessary for a reasonable understanding of this instrument. This Agreement is irrevocable and binding upon Owner after Owner' execution hereof, regardless of the time of execution hereof by the District. This Agreement may be executed by the General Manager or any director or attorney-in-fact for the District.

EXECUTED on the respective dates set forth below.

OWNER:
TRI-STATE GENERATION AND
TRANSMISSION ASSOCIATION, INC., a
Colorado cooperative corporation,

Date: _____, 2024

By: _____
(Signature)

STATE OF COLORADO)
) ss.
COUNTY OF ROUTT)

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by _____, as _____, of Tri-State Generation and Transmission Association, Inc., a Colorado cooperative corporation.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

MORRISON CREEK METROPOLITAN
WATER AND SANITATION DISTRICT

Date: _____, 2024

By: _____
District Manager

[illegible]

The foregoing instrument was acknowledged before me this _____ day of _____, 2024, by Geovanny Romero, as District Manager of the Morrison Creek Metropolitan Water and Sanitation District, a Colorado special district.

WITNESS my hand and official seal.

Notary Public

My Commission expires: _____

Exhibit “C”

