

TAILWATERS

STAGECOACH  COLORADO



Subdivision Sketch Plan and Zoning Amendment Application

Submitted April 20, 2023

CONTOUR

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SECTION 1.0: CONTEXTUAL INFORMATION

1.1 Introduction

This land use application is for a Subdivision Sketch Plan approval as well as a zoning amendment for a planned recreational oriented mixed-use residential development proposal for Stagecoach. The parcel was formerly owned by Tri-State Generation & Transmission Association. This Stagecoach project, referred to as “Tailwaters at Stagecoach” encompasses approximately 89.17 acres located to the east and along County Road 18A, south of Stagecoach Reservoir and the South Shore subdivision – in North Stagecoach (the “Site”). Portions of the parcel overlooks the Stagecoach Reservoir and County Road 16 abuts and passes through the southeast corner of the parcel.



Stagecoach Reservoir

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



Future community play space



Future trails along existing streams

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

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



Architectural inspiration images

1.2 Historical Reference¹



Wolcott stagecoach

Historically, Routt County Road (CR) 14 was part of a stagecoach route running from a train stop at Wolcott, Colorado, north to Steamboat Springs. From this two-track wagon trail, the road eventually evolved into a primary arterial road that is often used as a shortcut between Steamboat Springs and southern Routt County. During the early 1970s, Woodmoor Corporation acquired land south of CR 14 and east of Colorado Highway 131 and began to plan for a large new community named Stagecoach. At that time, neither Stagecoach Reservoir nor the ski area existed, but Woodmoor envisioned both a lake and a ski mountain and had plans for a golf course, equestrian center and full-service marina as part

of its new planned development. Woodmoor also envisioned thousands of single-family homes and multi-family units scattered across a large portion of south Routt County.

In 1972 Routt County granted Woodmoor urban-scale zoning for the entire site. The zoning allowed for the development of both multi-family and single family lots of less than 1 acre—if central water and sewer services were provided. The County also approved 16 subdivision plats referred to today as the original Woodmoor Subdivisions, covering 1,938 single-family lots with the potential for thousands of additional condominium and townhouse units. Single family lots in Stagecoach were rapidly sold to over 1,400 different owners from all over the country and other parts of the world. Between that time and 1999, 78 single family homes were built on those lots. In addition, 172 multi-family units were

¹ Stagecoach Community Plan, Adopted March 16, 2017 pgs 1-4, 27-29

constructed, but most of the multi-family tracts were retained for future development. Portions of the land that were not subdivided at that time received County zoning approval that would allow for a total of over 4,500 more dwelling units, if developed at maximum density. Even if developed at lower densities, the Woodmoor approvals would have accommodated housing for nearly as many people as lived in Steamboat Springs at that time.

To provide water and sewer services for the anticipated development, Woodmoor helped create the Morrison Creek Metropolitan Water and Sanitation District (the “Metro District”). The Metro District sold bonds to investors and used the proceeds to begin constructing an extensive system of water wells, water pipes, sewer collection lines, and a sewage treatment plant. To achieve construction efficiencies, it sized these facilities to serve between 1,000 and 2,000 dwelling units. When future homes were built and hook-up fees and real property taxes were collected, those revenues would be used to repay bondholders.

Unfortunately, in 1974 Woodmoor experienced hard times and filed for bankruptcy. Without an active sales program, lot sales and resales slowed down. Without a master developer, construction of multi-family units stopped altogether. Some of those who had sold the land to Woodmoor received portions of the land back following the bankruptcy, subject to zoning and platting that the County had approved.

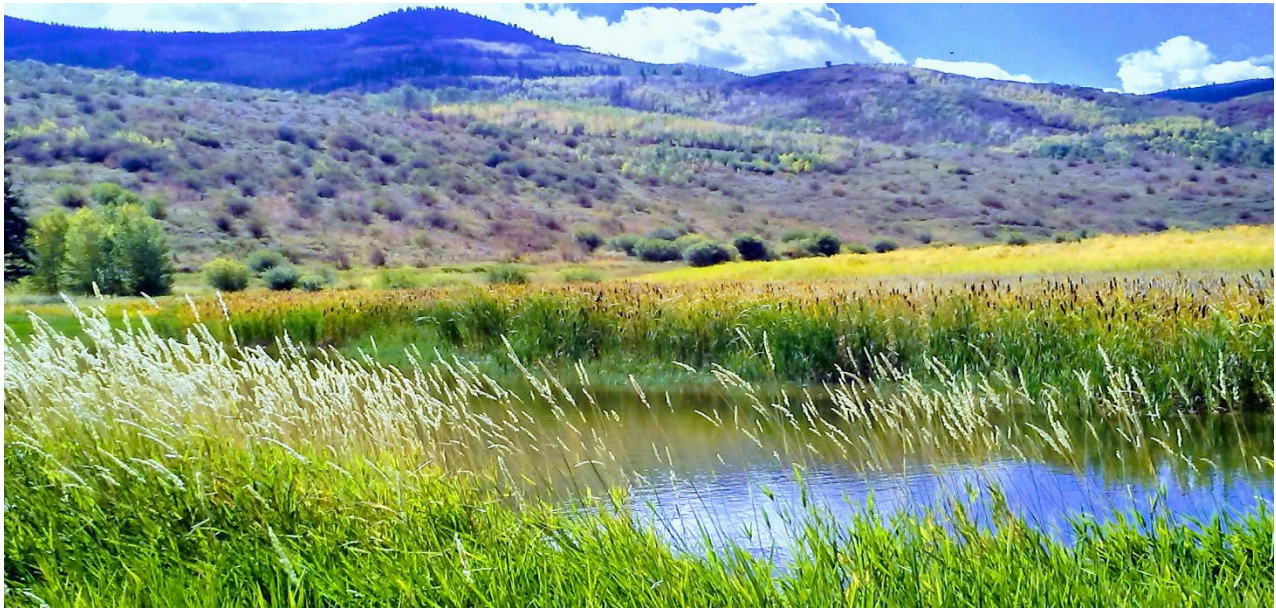
Since houses were not being built, real estate tax revenues to the Metro District did not rise as fast as expected and hook-up fees were not paid either. As a result, the Metro District was unable to build additional infrastructure and facilities to serve new development unless the property owners agreed to pay for the construction. Since most property owners were not able to finance those utility extensions themselves, home construction declined and stayed at a very low level for most of the next 15 years. Although it did not have the financial capacity to expand, the Metro District continued to operate and maintain the oversized infrastructure that had already been built. The Metro District emerged from bankruptcy in the early 2000’s, allowing it to assume responsibility for its financial affairs and plan for its future with more freedom.

In 1980, Routt County adopted its first Master Plan, which provides guidance to future development throughout the County and identified Stagecoach as a potential future growth area. Growth areas are intended to be self-contained communities with a mix of housing, commercial and retail uses, and employment opportunities, surrounded by areas that will remain rural and free of outward sprawl. Under the Master Plan, Stagecoach could only become a growth center if it could provide a full range of services and jobs to support the housing supply. The Master Plan did not originally include a detailed community plan for Stagecoach, but the Metro District, SPOA, and some large Stagecoach landowners subsequently requested that a detailed plan be prepared. The 1999 Stagecoach Community Plan was the result of that effort.

In 1999 the Stagecoach Community Plan was created as a cooperative endeavor developed by public agencies and private individuals with an interest in the Stagecoach area. Originally adopted in 1999, the Plan was intended to be a 20-year vision describing the community’s preferred character and providing the basic framework for future growth in Stagecoach. The result was a document that focused on the nature and character of the area; it planned for balanced residential growth, and described new opportunities for shopping and services to serve the community within a small-town center concept.

In 2016 the Community Plan was updated to be a guideline for land use and development decisions within Stagecoach. The preferred land uses were updated from the 1999 plan to allow for more modest growth as depicted on a Future Land Use Map (FLUM). The FLUM and policies listed are intended to serve as a guideline for land use and development decisions to achieve the goals and objectives the preferred land use and direction described by the community is that Stagecoach will continue to evolve as a diverse community with a unique and desirable rural Routt County character, with recreational opportunities while emphasizing self-reliance within a supportive local community that the community values. Future multi-family developments should be directed to the areas in the north equipped with the necessary infrastructure to handle high density development or to locations that can be served by a central sewage collection system.

Conceptually, a small-town center model is a consistent desire in both the 1999 and 2017 Plans, but rather than being the focal point of the community located near the base of the ski area, the concept preferred by the community would be more of a retail node or neighborhood marketplace. The neighborhood node could offer uses and services such as a community retail market, office space, gas station and daycare center that would support the community as it grows. The current plan also allows for more flexibility than the 1999 Plan regarding the location of the future marketplace.



Stagecoach Reservoir

SECTION 2.0: APPLICATION MATERIAL

2.1 Sketch Plan Subdivision Application Form



OFFICE USE	Presubmittal Code <u>PS23-031</u>
	Planner Initials <u>AG</u>
	Identifier <u>Saltbox Sketch</u>

SUBMITTAL CHECKLIST SUBDIVISION—SKETCH PLAN

*This checklist shall be completed by the staff planner at the pre-application meeting and must be submitted online. Failure to submit all required information may delay the review of the application. **Applicant is responsible for notice to mineral interest owners (refer to Mineral Interest Notice Requirements).***

- Project Type Subdivision Planning Type Sketch
- Application fee \$580 + \$20/lot
 - Proof of ownership: Deed or Assessor's Property Record Card
 - Statement of Authority, if required
 - Written narrative / detailed description of subject tract and proposed subdivision, including any relevant special features and characteristics of the property and proposed subdivision
 - Mitigation Plan for any significant negative impacts (*Refer to Section 6, Routt County Zoning Regulations*)
 - Existing conditions map of subject site illustrating existing improvements, geologic hazards/characteristics, steep slopes (>30%), water bodies, soils, vegetation, wildfire hazards, and critical wildlife habitat
 - Sketch subdivision plan, drawn to scale of 1" = 200' unless otherwise approved, including the following information, as applicable:
 - Scale, written and graphic
 - North arrow (designated as true north)
 - Names and addresses of property owner(s), subdivider, planner or designer, and registered surveyor
 - Vicinity sketch, drawn to scale of 1" = 500', illustrating abutting subdivisions tracts; lakes and streams within proposed subdivision tract; highways, streets, and utilities within 1/2 mile of proposed subdivision tract; and distance to municipal boundaries within 2 miles of proposed subdivision tract
 - Location and dimensions of all existing and recorded streets, alleys, easements, section lines, improvements, and other important features within and adjacent to the proposed subdivision tract
 - Water bodies, drainages, and ditches
 - Topography (may be USGS 7.5' map)
 - Layout and general dimensions of subdivision streets
 - Gross acreage of subdivision tract, excluding existing dedicated public right-of-way
 - Location and area of any multi-family residential, commercial, industrial, and public uses; churches; schools; parks; and other non single-family uses
 - Proposed subdivision name and number of filings
 - Date of plan preparation
 - Wetlands, floodplain, and steep slopes (>30%)
 - Zoning of subject and adjacent property
 - Number, approximate size, and layout of proposed lots
 - General location of utilities on and adjacent to the subdivision tract
 - Information regarding water availability and quality, documentation of water rights, if applicable, and letter of intent to serve from a special district, if applicable (*Refer to Section 4.5.2, Routt County Subdivision Regulations*)
 - Information regarding sewage disposal system proposed
 - Traffic Impact Study (*per Road & Bridge Department standards*), if required
 - Transportation Summary Information (*per Road & Bridge Department standards*), if Road Engineering Study is required
 - Additional information as required by Planning Director _____

Owner Signature(s)

I consent to this application being submitted and that all information contained within is true and correct to the best of my knowledge.

Owner's Signature

Owner's Signature Timothy McGuire

Nick Salter
 Print/type name of owner

Timothy McGuire
 Print/type name of owner

2.2 Zoning Amendment Application Form



OFFICE USE	Presubmittal Code	PS23-030
	Planner Initials	AG
	Identifier	Saltbox FLUM

SUBMITTAL CHECKLIST AMENDMENT— STAGECOACH FUTURE LAND USE MAP

This checklist shall be completed by the staff planner at the pre-application meeting and must be submitted online. Failure to submit all required information may delay the review of the application.

Project Type: Zoning Change Planning Type: Zone Change (map)

- Application Fee: \$2250
- PDF of complete submittal package
- Proof of ownership: Deed or Assessor's Property Record Card
- Statement of Authority, if required
- Vicinity map
- Existing conditions map of subject site illustrating existing improvements, geologic hazards/characteristics, steep slopes (>30%), water bodies, soils, vegetation, wildfire hazards, and critical wildlife habitat
- Legal description of property
- Written narrative / detailed description of subject site and proposed uses:
 - Purpose for the amendment to the FLUM
 - Proposed land use plan
 - Description of compliance with appropriate standards and policies found in the Stagecoach Community Plan:
 - For a Neighborhood Marketplace refer to Section 5.2.
 - For a Recreation Oriented Development refer to Section 5.3.2
 - For Housing Development refer to Section 5.4

Owner Signature(s)

I consent to this application being submitted and that all information contained within is true and correct to the best of my knowledge.

Owner's Signature 

Owner's Signature Timothy McGuire

Nick Salter
 Print/type name of owner

Timothy McGuire
 Print/type name of owner

2.3 Project Overview

The Tailwaters Subdivision represents a carefully designed new neighborhood located in Stagecoach, a central location in Routt County, Colorado. This neighborhood represents “infill” on a relatively level site well suited to a Master Planned community by a number of different measures. These measures include transportation and transit access, existing recreation, views, open space and overall livability. The plan is consistent with long-term Routt County planning efforts including the 2022 Routt County Master Plan and the 2017 Stagecoach Community Plan.

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

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

- A 4.5 (+/-) acre commercial zone or neighborhood marketplace to fulfill needs of the entire Stagecoach community which could include: community retail market, childcare, office space, restaurant, gas station, and live / work units.
- Approximately 114 single family and duplex lots on just under 39 acres of land with lot sizes as follows:
 - Twelve (12) lots, approximately one-half acre in size, for single family homes
 - Seventy-one (71) lots, approximately one-quarter acre in size, for single family or duplex homes
 - Twenty-five (25) lots, approximately one-eighth acre in size, for single family homes
- Approximately 20-40 high density attached multifamily units on a 1.2-acre lot.
- New infrastructure: Roadway, electric, new water/sewer lines (per Morrison Creek Water and Sanitation).

LAND USES

- | | |
|---|--|
| • 89.17 Total Parcel Acreage | • 4.6 Acres Commercial / Mixed Use |
| • 40 Acres Residential Use | • 10,000-20,000 S.F. Commercial |
| • 200 +/- Residential Units on 119 Lots | • 44.57 Acres of Open Space (50% of Subdivision) |

2.5 Applicant's Identity

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

Contour Design Collective, LLC

Attn: Tim McGuire

164 Railroad Ave, Suite 150

Minturn, CO 81645

Office: 970-239-1485

Cell: 802-473-0275

Email: tmcguire@contourdesigncollective.com

2.6 Letter of Authorization

STATEMENT OF AUTHORITY

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

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

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

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

Executed this 17th day of March, 2023.

Signature: _____



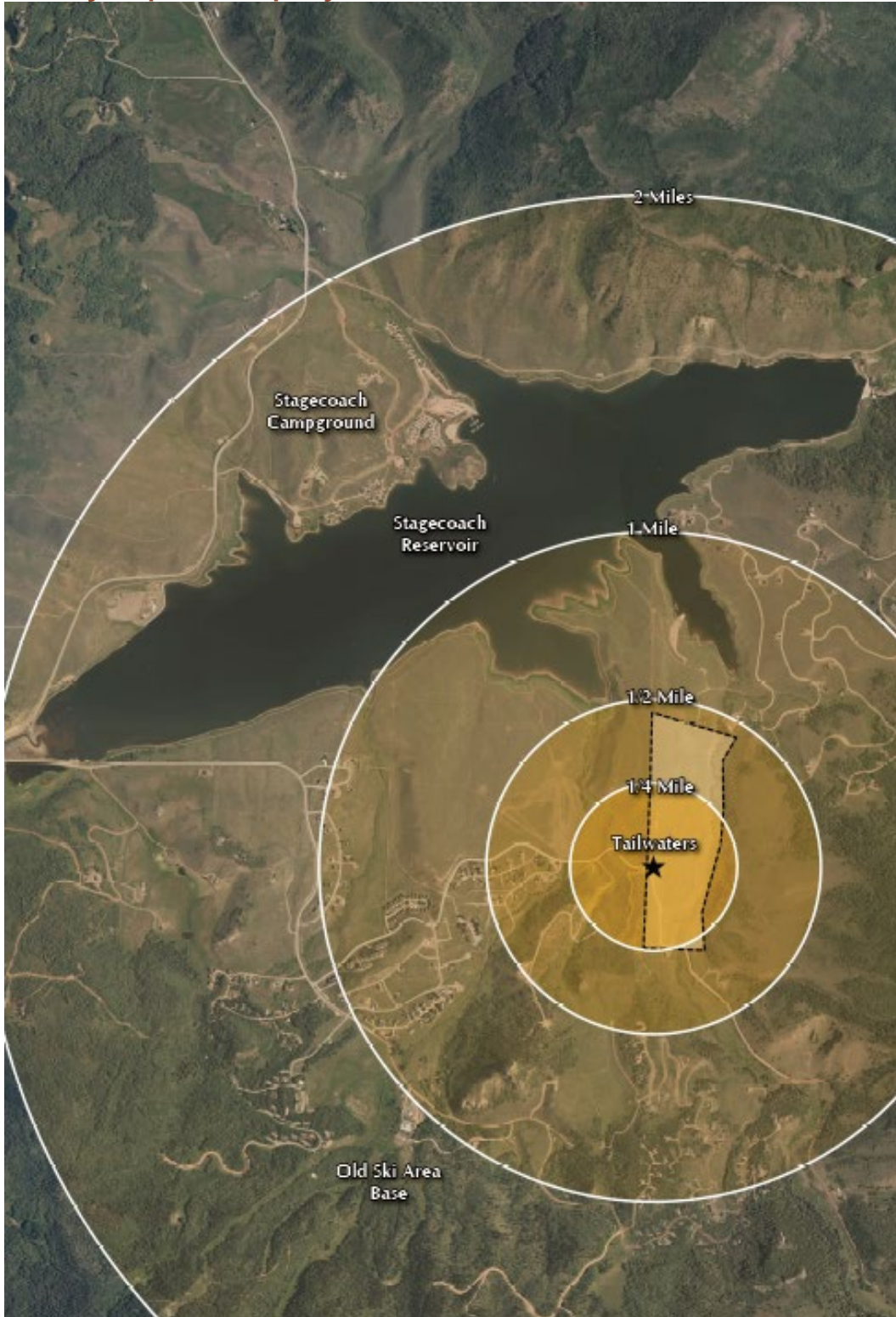
Name (printed): Nick Salter

Title: Owner

2.7 Title Commitment

The title commitment is provided in Appendix B.

2.8 Vicinity Map and Property Photos



Stagecoach Vicinity Map



Looking East at Commercial from CR 16 / 18A Intersection



Looking North from Commercial area



Looking South from end of Crow Trail



Looking NW from 1/2 lots to reservoir



Stagecoach Reservoir looking West

2.9 Adjacent Property Owners List

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

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

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

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

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

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

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

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

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

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

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

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

3.1 Subdivision Overview

There are three steps to a subdivision project. The first is Sketch Subdivision. 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 nuts and bolts of the subdivision (roads, water, sewer, etc.) 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.

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 timeframe.

3.2 Zoning & FLUM Amendment Purpose

There are two zoning amendments being proposed in this application, the first is to amend the Future Land Use Map (FLUM) (see Appendix C) which was incorporated into the 2017 Stagecoach Community Master Plan, the second is to amend a portion of the underlying zoning on the property where the commercial development is proposed from High Density Residential (HDR) to Commercial.

As outlined above, the current underlying zoning on the property is HDR and although the underlying zoning has not been changed, the 2017 Stagecoach Community Master Plan proposed a FLUM that incorporated preferred land uses at that time. Although the FLUM continues to show the underlying HDR zoning, an overlay indicates the parcel be developed as Large Lot Residential with 1-acre lot sizes.

The applicant is proposing that the lot remain HDR zoning and the Large Lot overlay be removed from this parcel on the FLUM, additionally, the southwest corner of the property, at the intersection of CR 16 and 18A should be changed to commercial zoning.

The Stagecoach Community Plan discuss locations where a commercial areas "neighborhood marketplace" is appropriate. The Plan notes that originally a market place was envisioned at the base of the ski area but now the concept preferred by the community would be more of a neighborhood marketplace. The Plan provides three standards in Section 5.2.1 that any neighborhood marketplace should meet.

1. The first states that the marketplace should be in North Area of Stagecoach and served by the metro district sewer and water services via the “lower” north loop. The Tailwaters marketplace meets both these standards.
2. The second standard states that the marketplace shall have reasonable access, preferably from CR

16, 212, or 18A. The Tailwaters marketplace has access of both CR 16 and CR18A. The applicant plans to complete a traffic study (if required) during the preliminary application phase.

3. Finally, the Plan indicates adequate on-site parking shall be provided. As shown, on the attached sketch, adequate parking for the marketplace is provided in the sketch plan.

The Stagecoach Community Plan also provides five policy recommendations for a neighborhood marketplace. The Tailwaters subdivision will be designed to meet the policy requirements including:

- A. As shown on the marketplace sketch plan, the market proposed is small and walkable within the neighborhood node with mix-uses and pedestrian meeting places in the North Area of Stagecoach. The plan shows the buildout of this area but it would start small allowing for the ability to expand to support the community as it grows.
- B. The project and marketplace support the nature and character of Stagecoach by maintaining existing development patterns already found within the area.
- C. The Tailwaters project is an infill project and has been designed to fit in with existing patterns of development.
- D. The Tailwaters project will have landscaping and exterior finishes and colors compatible with the existing character, the Tailwaters developer has built several homes already within Stagecoach.
- E. Covenants and restrictions for the subdivision will include trash and dumpsters that are bear resistant.



Proposed Neighborhood Marketplace

Section 8.2 of the Routt County Zoning Regulations outlines the standards for zoning amendments. The first part of this section outlines five conditions that must exist for a petition for zoning amendment to be approved. The conditions and the applicants response are found below:

- A. That the proposed zone change is consistent with the goals and policies of the Master Plan and any applicable sub-area plans.
 - The Stagecoach Community plan encourages the development of a commercial area in the north area of Stagecoach, serviced by the metro district with access to CR 16, 212 or 18A. The

proposed site meets all the standards for a commercial area outlined in the Stagecoach Community plan. Although there have been proposals and attempts in the past, to date, no commercial area within the Stagecoach area has been constructed. While the uses contemplated for the Tailwaters Project (daycare, park area, amphitheater, restaurant, and retail / gas station) appear to be allowed within the HDR zoning by either Conditional or Special Use Permit, the applicant, in consultation with zoning staff, feel a zoning change is appropriate.

- B. That the area in question possesses geological, physiological and other environmental conditions compatible with the characteristic of the Zone District requested.
 - Approximately 4.6 acres of the site are proposed to be re-zoned as commercial. This area of the site is located at the intersection of CR 16 and CR 18A on a relatively flat (slopes 0-10% range) portion of the site. This area possesses geological, physiological and other environmental conditions that are compatible with commercial zoning.

- C. That the advantages of the Zone District requested substantially outweigh the disadvantages to the County and neighboring land occasioned by the amendment.
 - As discussed above, the Stagecoach Community plan encourages the development of a commercial area in the north area of Stagecoach. Although there have been proposals and attempts in the past, to date, no commercial area within the Stagecoach area has been constructed. Discussions with representative from both the County and the existing POA reinforce the desire to bring commercial to this area which would benefit the entire Stagecoach community. The disadvantage to waiting for another area within the Stagecoach community that is currently zoned commercial to be developed is the uncertainty when and if it may ever occur.

- D. That the applicable provisions of these Regulations have been met.
 - The applicant through the subdivision of this parcel, proposes to meet all other applicable provisions of the regulations.

- E. That in the case of a zone amendment request that would increase allowable residential, commercial, or industrial density, that adequate facilities such as roads, water and sanitation, fire protection, emergency services and public utilities shall be available to serve the area.
 - Although the proposed zoning change from HDR to Commercial would not increase any allowable densities, the location proposed has adequate roads using both CR 16 and 18A as well as water, sewer, and electric which are currently either within or adjacent to the site. Additionally, the fire station is within several hundred yards of the proposed commercial area.

In addition, a zoning amendment will only be allowed if the applicant can demonstrate that the rezoning is necessary from one of four reasons found in Section 8.2.2 of the Regulations. We believe the zoning change is necessary for two of the four reasons provided in the regulations.

1. The area for which rezoning is requested has changed or is changing to such a degree that it is in the public interest to encourage a new use or density in the area; and
2. The proposed rezoning is necessary in order to provide land for a demonstrated community need.

Significant residential development in the Stagecoach community has occurred over the past several decades, to date no commercial development which was always anticipated has occurred. This forces members of this community to travel either approximately ½ hour to Steamboat Springs or marginally less time to commute to Oak Creek, it is in the public interest to provide closer commercial necessities for the community.

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

The Routt County Master Plan, Sub Area plans and Subdivision Regulations contain 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 applicant is using the checklist below, which was developed by Planning Staff, to highlight the policies and regulations most directly applicable to this application. 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

1. Health Safety and Nuisances

The Tailwaters project has been designed to avoid natural hazards and work within the natural environment in which it is located. Development on slopes over 30%, unstable land, or within or adjacent to drainage ways has been avoided. Approximately 50% of the site has been set aside for open space, parks, and recreation areas. All development on the site shall comply with ‘State Foresters Guide to Wildfire and Defensible Space’. Roads have been designed to allow for emergency access throughout the project.

2. Regulations and Standards

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

3. Community Character and Visual Issues

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

4. Roads, Transportation, Infrastructure, and Site Design

The Tailwaters project is located directly off CR 16 and 18A which provide suitable access for the project. New curb cuts to existing county roads have been minimized, and proposed interior roads will provide access to the residential and commercial uses anticipated, eliminating disruption of existing traffic flows on the main county roads. A main artery connecting the intersection of CR 16 and 18A to Crow Trail will bisect the site and create a loop road. The width of interior secondary roads are proposed to be rural and narrow to limit vehicle speeds and maintain a rural feel. A future traffic analysis will be conducted to determine what level of improvement to existing roads may be required.

Fifty percent of the site will remain open space providing for both active and passive recreation. Residential lots are significantly larger than minimum requirements providing for ample snow storage on lots. A system of trails and bike paths throughout the extensive open space areas will provide for alternative transportation within and from the site. The owners are willing to connect to the SPOA trail system to complete the Stagecoach trail network.

Utilities currently pass through or are adjacent to the site with service being provided by the Morrison Creek Water and Sanitation District. An existing sewer main runs through the site, it is anticipated that the project will connect directly to this main. Both aerial and underground electrical lines are located on site, these will be utilized and relocated if necessary to provide power to the site. An existing water main is located approximately three hundred feet from the site, this main will be extended to the site and connected to existing mains near the wastewater treatment plant creating a looped system in this area which is a priority of the Metro District.

5. Natural Environment

The Tailwaters project is not located within any critical wildlife habitat areas as designated by CPW based on preliminary analysis. A full wildlife study will be conducted for the preliminary plan submission and a wildlife plan will be developed if necessary. Future homeowner covenants will require bear resistant trash containers as well as requirements for domestic pets. As previously discussed, much of the site will remain open space with native plant materials reducing potential negative impacts to air and water quality. The project has been designed to provide an extensive buffer (in most places well over 100 feet) to the existing stream that runs through the site, to maintain water quality in the area. An engineered stormwater management system and erosion control plan will be designed for the project, grass swales will be used where possible to further enhance water quality at the site.

6. Zoning Amendment Standards

The Tailwaters project is located within the High Density Residential (HDR) zone of the north Stagecoach area. The 2107 Stagecoach Community Plan indicated the desired future zoning within Stagecoach on a Future Land Use Map. This map proposed Large Lot Zoning for this parcel, but it does not appear this changed any underlying zoning. The applicant is proposing that the lot remain HDR zoning, and the Large Lot overlay be removed from this parcel on the FLUM. Although HDR zoning allows for 3,000 s.f. lot size, the applicant has proposed minimum lot size that is nearly double of what HDR zoning allows.

As contemplated by the 2017 Community Plan, additional locations for a commercial area within Stagecoach are desired. The applicant is proposing to construct a neighborhood marketplace area on the southwest corner of the property as previously discussed, at the intersection of CR 16 and 18A. The applicant is proposing to rezone this area from HDR to commercial zoning.

3.4 Mitigation Overview

No significant negative impacts are expected from the proposed development aside from the potential impacts due to any residential land development project which shall be addressed with an approved construction site management plan and erosion control plan.

The property is currently vacant with native vegetation including scrub oak, small trees, and variations of native grasses and shrubs. The greatest risk for potential negative impacts is to Little Morrison Creek which is located along the eastern edge of the property. Slopes on the site leading up to Little Morrison Creek are gentle to moderate mostly in the range of 5-15%. No negative impacts are anticipated due to the integrity of slopes and slope stability. No work within 100 feet of the Creek is anticipated.

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

Mitigation techniques that shall be incorporated as part of an approved civil construction plan submittal for this project include:

- Implementation of an engineered erosion control plan and stormwater control measures.
- Sedimentation pond, perimeter silt fence, ditch checks, dust mitigation, and temporary seeding.
- Implementation of a construction site management plan to address things such as debris, spills, and noise.
- Minimization of total land disturbance via a phasing plan.
- Dust mitigation during periods of high wind with application of water via sprayer truck if necessary.
- Proper final stabilization and establishment of vegetation as soon as possible with the use of seeding and straw blanket stabilization on slopes.

APPENDIX A

LEGAL DESCRIPTION
89.17 ACRE PARCEL

Legal Description of parcel of land located in SW1/4 SW1/4, Section 30, Township 4 North, Range 84 West, and in Lots 8 and 9 Section 5, Township 3 North, Range 84 West, of the 6th P.M., County of Routt, State of Colorado and more particularly described as follows,

Beginning at the W1/4 corner of said Section 5, thence along the west line of Section 5 North 02°18'33" East a distance of 1313.36 feet; thence continuing along the west line of Section 5 North 02°18'33" East a distance of 1343.74 feet to the northwest corner of said Section 5; thence along the west line of Section 30 North 01°27'08" East a distance of 1054.93 feet to the south line of SOUTH SHORE at STAGECOACH subdivision;
thence along the south line of SOUTH SHORE at STAGECOACH subdivision South 73°30'47" East a distance of 1393.88 feet to the west line of a parcel of land as described at Book 672 Page 1997 of the Routt County Clerk and Records Records;
thence along the west line Book 672 Page 1997 South 30°00'46" West a distance of 411.41 feet;
thence continuing along the west line Book 672 Page 1997 South 0°39'14" East a distance of 632.00 feet; thence continuing along the west line Book 672 Page 1997 South 05°00'46" West a distance of 113.00 feet; thence continuing along the west line Book 672 Page 1997 South 04°50'46" East a distance of 579.00 feet; thence continuing along the west line Book 672 Page 1997 South 15°10'46" west a distance of 1103.00 feet; thence continuing along the west line Book 672 Page 1997 South 03°39'11" East a distance of 604.00 feet to the south line of said Section 5;
thence along the south line of said Section 5 North 88°09'14" East a distance of 963.00 feet; To the Point of Beginning, containing 89.17 acres of land, more or less.

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

APPENDIX B



Date: October 10, 2022
File No.: 202-F16575-22, Amendment No. 5
Buyer(s)/Borrower(s): Saltbox Custom Homes, Inc., a Colorado corporation
Owner(s): Tri-State Generation and Transmission Association, Inc., a Colorado cooperative association
Property: CR 18A, Oak Creek, CO 80467
Assessor Parcel No.: 961052001

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

Amended legal description

[Click here for Tax Cert](#)

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

To: Fidelity National Title Company
685 Market Place Plaza
#C-10
Steamboat Springs, CO 80487
Attn: Johrene Meyers
Phone: 970-879-2152
Fax: 866-828-9544
Email: Johrene.Meyers@fnf.com

To: Saltbox Custom Homes, Inc., a Colorado corporation
Attn: Nicholas Salter
sent via email

To: Tri-State Generation and Transmission Association, Inc., a Colorado cooperative association
Attn: Duane Highley

To: The Group Inc.
509 Lincoln Ave.
Steamboat Springs, CO 80487
Attn: Marci Valicenti
Phone: 970-870-8800
Fax:
Email: Valicentiteam@wesellsteamboat.com

To: The Group Inc.
509 Lincoln Ave.
Steamboat Springs, CO 80487
Attn: Alex Bonnot
Phone: 970-870-8800
Fax:
Email: alexbonnot@mybrokers.com

To: The Group Inc.
509 Lincoln Ave.
Steamboat Springs, CO 80487

Attn: Michelle Parilla
Phone: 970-870-8800
Fax:
Email: michelle.parilla@mybrokers.com

To: The Group Inc.
509 Lincoln Ave.
Steamboat Springs, CO 80487

Attn: Alex Bonnot
Phone: 970-870-8800
Fax:
Email: alexbonnot@mybrokers.com

To: Emerald Mountain Surveys, Inc.
380 Bearview Court
Steamboat Springs, CO 80487

Attn: James Bear Ackerman
Phone:
Fax:
Email: emeraldmtn01@gmail.com

To: Terry Bowen

Attn: Terry Bowen
Phone:
Fax:
Email: tbowen@tristategt.org

END OF TRANSMITTAL

ALTA COMMITMENT FOR TITLE INSURANCE

Issued By:



Fidelity National Title
Insurance Company

Commitment Number:

**202-F16575-22
Amendment 5**

NOTICE

IMPORTANT - READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and the Commitment Conditions, Fidelity National Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I-Requirements have not been met within one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Joseph A. Belongia
Authorized Officer or Agent

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data for reference only:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company 685 Market Place Plaza, #C-10 Steamboat Springs, CO 80487 Main Phone: (970)879-1611 Email: FNTCSteamboat@fnf.com	Escrow Officer: Johrene Meyers Fidelity National Title Company 685 Market Place Plaza, #C-10 Steamboat Springs, CO 80487 Phone: 970-879-2152 Main Phone: (970)879-1611 Main Fax: (866)363-5825 Email: Johrene.Meyers@fnf.com

Order Number: 202-F16575-22
Property Address: CR 18A, Oak Creek, CO 80467

SCHEDULE A

1. Commitment Date: September 9, 2022 at 08:00 AM
2. Policy to be issued:
 - (a) ALTA Owners Policy 6-17-06
 Proposed Insured: Saltbox Custom Homes, Inc., a Colorado corporation
 Proposed Policy Amount: \$1,115,000.00
3. The estate or interest in the Land described or referred to in this Commitment is:
 Fee Simple
4. The Title is, at the Commitment Date, vested in:
[Tri-State Generation and Transmission Association, Inc., a Colorado cooperative association](#)
5. The Land is described as follows:
 SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PREMIUMS:

Owner's Policy Premium	\$1499.00
CO 110.1-06	\$75.00
Tax Certificate	\$13.50

END OF SCHEDULE A

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EXHIBIT "A"

Legal Description

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

Beginning at the W1/4 corner of said Section 5,
thence along the west line of Section 5 North 02°18'33" East a distance
of 1313.36 feet;
thence continuing along the west line of Section 5 North 02°18'33" East
a distance of 1343.74 feet to the northwest corner of said Section 5;
thence along the west line of Section 30 North 01°27'08" East a distance
of 1054.93 feet to the south line of SOUTH SHORE at
STAGECOACH subdivision;
thence along the south line of SOUTH SHORE at STAGECOACH
subdivision South 73°30'47" East a distance of 1393.88 feet to the west
line of a parcel of land as described at Book 672 Page 1997 of the
Routt County Clerk and Recorders Records;
thence along the west line Book 672 Page 1997 South 30°00'46" West
a distance of 411.41 feet;
thence continuing along the west line Book 672 Page 1997
South 0°39'14" East a distance of 632.00 feet;
thence continuing along the west line Book 672 Page 1997
South 05°00'46" West a distance of 113.00 feet;
thence continuing along the west line Book 672 Page 1997
South 04°50'46" East a distance of 579.00 feet;
thence continuing along the west line Book 672 Page 1997
South 15°10'46" west a distance of 1103.00 feet;
thence continuing along the west line Book 672 Page 1997
South 03°39'11" East a distance of 604.00 feet to the south line of said
Section 5;
thence along the south line of said Section 5
North 88°09'14" East a distance of 963.00 feet,
To the Point of Beginning,

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

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

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**SCHEDULE B, PART I
REQUIREMENTS**

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
4. Evidence that any and all assessments for common expenses, if any, have been paid.
5. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s): Tri-State Generation and Transmission Association, Inc., a Colorado corporation

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

6. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
7. Furnish for recordation a partial release of deed of trust:

Amount: \$5,000,000,000.00
Trustor/Grantor: Tri-State Generation and Transmission Association, Inc., a cooperative corporation
Trustee: Public Trustee of Routt County
Beneficiary: Norwest Bank Colorado, National Association
Recording Date: November 4, 1999
Recording No: [519141](#)

8. Recordation of an UPDATED Statement of Authority for Tri-State Generation and Transmission Association, Inc., a Colorado cooperative association pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.

NOTE: Statement of Authority recorded July 30, 2018 at Reception No. [792090](#).

9. Recordation of Statement of Authority for Saltbox Custom Homes, Inc., a Colorado corporation pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.
10. Furnish to the Company an ALTA/NSPS Land Title Survey in form, content and certification to Fidelity National Title Insurance Company and Fidelity National Title Company.

Note: Exception may be made to any adverse matters disclosed by the ALTA/NSPS Land Title Survey

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**SCHEDULE B, PART I
REQUIREMENTS**
(continued)

NOTE: Exception number 5 will be removed from the Owner's and/or Lender's Policy provided the Company conducts the closing.

NOTE: Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

NOTE: Endorsement Form 110.1, deleting exception(s) 1-4 will be issued with the Owner's Policy, subject to satisfaction of requirements and as applicable.

24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

There are no conveyances affecting said land recorded within 24 months of the date of this report

END OF SCHEDULE B, PART I

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**SCHEDULE B, PART II
EXCEPTIONS**

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachments, encumbrances, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by Public Records.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.

NOTE: Upon satisfaction of all requirements herein, the above exception will not be reflected on any proposed title policy identified in Schedule A.

6. Water rights, claims of title to water, whether or not these matters are shown by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

8. Reservations contained in the Patent

From: The United States of America
Recording Date: October 8, 1921
Recording No: [Patent No. 827514](#)

Which among other things recites as follows:

A right of way thereon for ditches or canals constructed by the authority of the United States of America.

Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by local customs, laws and decisions of courts.

The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

9. Reservations contained in the Patent

From: The United States of America
Recording Date: September 25, 1939
Recording No: [Patent No. 1105170](#)

Which among other things recites as follows:

A right of way thereon for ditches or canals constructed by the authority of the United States of America.

Any vested and accrued water rights for mining, agricultural, manufacturing or other purposes and rights to ditches and reservoirs used in connection with such water rights as may be recognized and acknowledged by local customs, laws and decisions of courts.

The right of the proprietor of a vein or lode to extract and remove his ore therefrom should the same be found to penetrate or intersect the premises hereby granted as provided by law.

10. Oil, gas and other mineral rights as reserved by R.H. Hubbard aka Robert H. Hubbard in deed recorded May 6, 1947 in [Book 222 at Page 108](#), and any interest therein or rights thereunder.

11. Easement(s) for the purpose(s) shown below and rights incidental thereto, as granted in a document:

Granted to: Yampa Valley Electric Association, Inc.
Purpose: utilities
Recording Date: February 26, 1996
Recording No: [Book 717 at Page 688](#)

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SCHEDULE B, PART II
EXCEPTIONS
(continued)

12. Right of way, together with its terms and conditions, whether in fee or easement only, as granted by The Woodmoor Corporation to Yampa Valley Electric Association, Inc., as described in instrument recorded February 26, 1996 in [Book 717 at Page 679](#).
13. Rights of others for the use of County Road 16 as shown on Routt County Assessor [Map](#).
14. Terms, conditions, provisions, agreements and obligations contained in the Deed as set forth below:
Recording Date: June 26, 1978
Recording No: [Book 454 Page 185](#)
15. Any rights, interests, or claims which may exist or arise by reason of the following matters disclosed by survey,
Job No.: [4070-1D](#)
Dated: October 4, 2022
Prepared by: Emerald Mountain Surveys, Inc.
Matters shown: a. fence lines on or near the perimeter of the Land do not coincide with property lines. b. Old Road traversing across the easterly portion of the Land.

END OF SCHEDULE B, PART II

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COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

2. If all of the Schedule B, Part I-Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I-Requirements;
- (f) Schedule B, Part II-Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company shall not be liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - (i) comply with the Schedule B, Part I-Requirements;
 - (ii) eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - (iii) acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company shall not be liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company will only have liability under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability shall not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Conditions 5(a)(i) through 5(a)(iii) or the Proposed Policy Amount.
- (e) The Company shall not be liable for the content of the Transaction Identification Data, if any.
- (f) In no event shall the Company be obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I-Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.

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(continued)

- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II-Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is Two Million And No/100 Dollars (\$2,000,000.00) or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

END OF CONDITIONS

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.

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DISCLOSURE STATEMENT
(continued)

- o A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
- o Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Fidelity National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; Schedule B, Part II-Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective August 1, 2021

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g. Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g. loan or bank account information); and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for three main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to nonaffiliated third party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law. We may share your Personal Information with affiliates (other companies owned by FNF) to directly market to you. Please see "Choices with Your Information" to learn how to restrict that sharing.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

If you do not want FNF to share your information among our affiliates to directly market to you, you may send an "opt out" request as directed at the end of this Privacy Notice. We do not share your Personal Information with nonaffiliates for their use to direct market to you without your consent.

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (<https://fnf.com/pages/californiaprivacy.aspx>) or call (888) 413-1748.

For Nevada Residents: You may be placed on our internal Do Not Call List by calling (888)714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. Nevada law requires that we also provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: BCPINFO@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes.

For Vermont Residents: We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you, other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Information From Children

The FNF Websites are not intended or designed to attract persons under the age of eighteen (18). We do not collect Personal Information from any person that we know to be under the age of thirteen (13) without permission from a parent or guardian.

International Users

FNF's headquarters is located within the United States. If you reside outside the United States and choose to provide Personal Information or Browsing Information to us, please note that we may transfer that information outside of your country of residence. By providing FNF with your Personal Information and/or Browsing Information, you consent to our collection, transfer, and use of such information in accordance with this Privacy Notice.

FNF Website Services for Mortgage Loans

Certain FNF companies provide services to mortgage loan servicers, including hosting websites that collect customer information on behalf of mortgage loan servicers (the "Service Websites"). The Service Websites may contain links to both this Privacy Notice and the mortgage loan servicer or lender's privacy notice. The sections of this Privacy Notice titled When Information is Disclosed, Choices with Your Information, and Accessing and Correcting Information do not apply to the Service Websites. The mortgage loan servicer or lender's privacy notice governs use, disclosure, and access to your Personal Information. FNF does not share Personal Information collected through the Service Websites, except as required or authorized by contract with the mortgage loan servicer or lender, or as required by law or in the good-faith belief that such disclosure is necessary: to comply with a legal process or applicable law, to enforce this Privacy Notice, or to protect the rights, property, or safety of FNF or the public.

Your Consent To This Privacy Notice; Notice Changes

By submitting Personal Information and/or Browsing Information to FNF, you consent to the collection and use of the information in accordance with this Privacy Notice. We may change this Privacy Notice at any time. The Privacy Notice's effective date will show the last date changes were made. If you provide information to us following any change of the Privacy Notice, that signifies your assent to and acceptance of the changes to the Privacy Notice.

Accessing and Correcting Information; Contact Us

If you have questions, would like to correct your Personal Information, or want to opt-out of information sharing for affiliate marketing, visit FNF's [Opt Out Page](#) or contact us by phone at (888) 714-2710 or by mail to:









Fidelity National Financial, Inc.
601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer

APPENDIX C

2016 DRAFT STAGECOACH COMMUNITY PLAN


Legend

BASEROADS SUBTYPE

-  Highways
-  County Roads
-  Private
-  City
-  USFS
-  Parcels
-  Major Waterbodies
-  Rivers

RouttCoZoning2011

ZONE

-  AF - Agriculture and Forestry
-  MRE - Mountain Residential
-  GR - General Residential
-  LDR - Low Density Residential
-  HDR - High Density Residential
-  C - Commercial
-  PUD - Planned Unit Development

