
Creek Ranch Lot 6

Land Preservation Subdivision Building Envelope Adjustment

ACTIVITY #: PL20230035

DIRECTOR DECISION: 05/24/2023

PETITIONER: Matthew & Connie Jo Shanley

PETITION: Subdivision – LPS Amendment to re-plat Creek Ranch Lot 6; remove building envelope, create no-build zones

LEGAL: LOT 6 CREEK RANCH LPS

LOCATION: Approximately 0.77 miles SW of the intersection of Creek Ranch Road & CR 179

AREA: 9.63

STAFF CONTACT: Blake Kelly; bkelly@co.routt.co.us

ATTACHMENTS:

- Narrative
- Plans

History:

The Creek Ranch LPS was approved September 14, 1999 and recorded on 9.14.1999. Building envelopes are included on all of the lots.

Site Description:

The subject lot contains 9.63 acres and has a building envelope that is located in the central portion of the lot. The lot is vacant and is accessed off of Creek Ranch Road. This lot is located in the southwestern portion of the development and is an interior lot that backs up to Remainder Parcel A of Creek Ranch LPS. The lot is visible from CR 29; no vegetation or terrain obscures the view.

Project Description:

The applicant would like to remove the building envelope and replace it with “no-build” zones.

Staff Comments:

- Routt County no longer places building envelopes on subdivision lots. The locations were typically chosen by the developer and the process to remove/alter them is cumbersome. Currently we use, design standards to guide the buildable area for development per the Routt County Subdivision Regulations Section 3. Section 3 allows review of lots to create “no build areas” and setbacks per the standards.
- CPW provided NO comments regarding this proposal.

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

The Routt County Master Plan (Master Plan), Sub Area Plans, and Zoning Regulations contain dozens of land use policies and regulations that are intended to reinforce the guiding principles of the Master Plan. This report categorizes subject matter content that is important to consider when reviewing. The categories include:

1. Administration and Process
 - Minor Land Preservation Subdivision Exemption
 - Development Agreements
2. Land Preservation Subdivision Exemption Design Standards

Within each category are applicable policies and regulations. Specific Zoning Regulations sections include:

- **Section 2** of the Subdivision Regulations explain the process requirements for an LPS.
- **Section 5** of the Subdivision Regulations contains the design standards that LPS’ must adhere to.

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

Planning Staff comments are included in bold at the end of each category and highlight questions and/or comments from the general public, referral agencies, and Planning Staff.

1. Administrative Amendments to LPS Exemption Approvals Standards

Section 2.11.2 – Standards

An Administrative Amendment to a Land Preservation Subdivision Exemption approval must meet all of the following standards to be approved:

- 2.11.2.A The requested adjustment will have no significant negative impact on the health, safety, or general welfare of the surrounding property owners of the general public; and
- 2.11.2.B The requested adjustment is equivalent to or enhances the original approval, with regard to conformance to the Design Standards; and

- 2.11.2.C The requested adjustment is of a technical nature and is required to compensate for some unusual physical aspect of the site or of the proposed development
- 2.11.2.D The requested adjustment is of a technical nature and is due to an oversight of the developer and/or County during the planning review and approval process; or
- 2.11.2.E The requested adjustment is fifteen (15) percent or less of a change of a numerical requirement set forth by the Board of County Commissioners' approval.

Staff comments: The request will not affect any adjoining properties and is of a technical nature to allow for a future structure to be located anywhere on the lot outside of the the "no-build" zone.

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

2. Land Preservation Subdivision Exemption Design Standards

The design standards listed below have been satisfied through the LPS review process, the acceptance of the final plat for the Creek Ranch LPS and, as such, no longer serve any further planning purpose with respect to the above referenced petition.

- 5.1.1 Agricultural Lands. The agricultural lands and operations associated with Creek Ranch LPS are dedicated and apart from the lots and building envelopes.
- 5.1.4 Infrastructure. The planning objectives associated with internal infrastructure of the development are considered in the Subdivision Improvements Agreement and are separate and apart from individual building envelope considerations.
- 5.1.7 Remainder Parcel(s). The Development Agreement for the Creek Ranch Land Preservation Subdivision Exemption creates a conservation easement associated with the platted remainder parcel. Building envelopes and lots are separate from the conservation easement.

The application shall demonstrate that the proposed development of the land meets all of the Objectives set forth below by use of the Design Guidelines and Standards (the "Design Standards") set forth opposite the Objectives. The Design Standards set forth opposite a particular Objective are intended to be alternative means of satisfying the Objective unless the Design Standards are followed by the word "and". The applicant may also propose other alternatives to satisfy the Objectives that may be accepted by the Planning Director if such alternatives satisfy the Objective that they address.

5.1.1 AGRICULTURAL LANDS

Objectives

Design Guidelines and Standards

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| <p>A. Minimize the direct, indirect and cumulative impacts of residential development on agricultural lands and agricultural operations. Maintain open rural grazing areas.</p> | <ol style="list-style-type: none"> 1. Reserve commercially viable enclaves of large scale agricultural operations. OR 2. Site and size lots and building sites to minimize impact on and from existing agricultural activities. OR 3. Consolidate, through leases or purchase, adjacent properties to combine into adequately sized parcels for a commercial operation. AND 4. The Remainder Parcel(s) must have physically feasible, legal access to public roads that is appropriate to the likely uses of the parcel. |
| <p>B. Maintain the opportunity for agricultural production on the most productive and viable parcels of land.</p> | <ol style="list-style-type: none"> 1. Protect areas of irrigated hay meadow especially those that connect with and/or are adjacent to other irrigated meadows. AND 2. Reserve adequate water supply to ensure irrigated meadows will remain irrigated with an adequate amount of water as identified by the State Division of Water Resources or the Routt County Extension Office or one cubic feet per second for every 35 acres, whichever is greater. Such decreed water rights shall not be severed from the land. There shall be no removal of adequate water supply to continue the historic application of water to the Remainder Parcel. AND 3. Protect upland grazing areas needed for agricultural uses. OR 4. Site and size lots and building envelopes to minimize impact on agricultural activities. AND 5. To the extent practicable, avoid crossing and dividing irrigated lands with roads, fences, development and utilities. 6. Provide adequately sized and appropriately placed culverts when crossing agricultural ditches. |
| <p>C. Minimize residential disturbance on ranching and farming land.</p> | <ol style="list-style-type: none"> 1. Ensure that the residential property owners have responsibility for fence construction and maintenance and weed control. If no complete and structurally sound fencing exists, then: 2. The applicant must agree in the Development Agreement to build a perimeter fence within one year after the approval. The applicant shall construct perimeter fencing at the property lines for the entire length where there exists actively used agricultural lands on any one side of the property line. Maintenance of perimeter fencing shall be completed on an ongoing annual basis by the development's Homeowners Association; a partnership of the development's lot owners who own the property along the perimeter of the subdivision, or other method and party identified within the Development Agreement. There shall be a separate fund set up equal to 2 years maintenance costs by the Applicant and administered by the Homeowners Association or other entity as established in the Development Agreement at time of signature of the Board on the final plat. If agricultural use on adjacent property ceases permanently (i.e., development occurs) then ongoing maintenance can cease upon notification to and inspection by the Planning Department and amendment of the Development Agreement. 3. Developers shall provide residential property owners within their development the County Extension Service's "Guide to Small Scale Agriculture and Rural Living" at time of real estate closing. |

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| D. Create an open lands system that provides substantial interconnected acreage for commercially viable agricultural lands production. | <ol style="list-style-type: none"> 1. Locate Remainder Parcels so that they are nearby or are adjacent to (if possible) other agricultural lands, other Remainder Parcels, conservation easements, public open lands, and natural resource areas, and 2. To the extent practicable, Cluster Buildable Lots and Residential Building Envelopes. |
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Staff comment: This building envelope removal will not have any impact on activities/uses that take place on the remainder parcel.

| 5.1.2 | Visual Resources |
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| Objectives | Design Guidelines and Standards |
| A. Minimize negative visual impact from public rights-of-way including roads, and public open spaces. | <ol style="list-style-type: none"> 1. Site and size building lots and building envelopes to minimize visual impacts. AND 2. All Buildable Lots within a Cluster should be between five (5) and seven (7) acres. AND 3. Limit the height, amount of fixtures and direction of lighting. Require opaquely shielded, downcast lighting fixtures to protect views and the night sky from light pollution. No general floodlighting of buildings shall be allowed. AND 4. To the extent practicable, use topographic breaks to shield building envelopes and roads from view. AND 5. To the extent practicable, utilize the landscape or landscaping treatments to minimize visual impacts. OR 6. For larger Clusters greater than 10 units and/or Clusters where houses are set apart by minimum setbacks, increase the distance so that both of the Clusters will have limited visibility from a point on Federal and State highways and County Roads at the same time. |
| B. Keep structures off of highly visible places and design them so they are not obtrusive and do not "loom out" over the landscape. | <ol style="list-style-type: none"> 1. For ridgelines which are "skylined" from public rights-of-way: 2. Where necessary, height of structures shall be limited so the structure will not project into the skyline when viewed from public roads. |
| C. Select sites that are appropriately scaled for the type of proposed development without major alterations to the natural landscape. Protect natural land forms. | <ol style="list-style-type: none"> 1. Replace topsoil and revegetate the landscape with native plant materials of adequate quantity and quality within one growing season after disturbance of the area. 2. Minimize the removal of existing trees. 3. Minimize the disturbance outside of Building Envelopes. |

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| D. Maintain the rural character and scale of the area. Minimize the cumulative impact of development on adjacent rural properties. | <ol style="list-style-type: none"> 1. Generally presume that 10 or fewer lots per cluster are rural in character. If more than 10 lots are proposed to be in one cluster, the applicant shall demonstrate that the rural character of the area can be maintained (including the cumulative impact of development on adjacent properties) and visibility from federal and state highways, and county roads can be mitigated. AND 2. Avoid long, uninterrupted rows of houses lining major roadways. |
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Staff comments: This lot, and building envelope, is visible from CR 29. No vegetation or topographical features obscure the view. Removal of the building envelope will not alter the visual impact development on this lot.

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

| 5.1.3 | Rivers, Lakes, Wetlands, and Riparian Areas |
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| Objectives | Design Guidelines and Standards |
| E. Provide adequate buffers between water bodies and development to protect water quality, enhance wildlife habitat and improve visual quality of rivers, lakes, wetlands and irrigation ditches. | <ol style="list-style-type: none"> 1. All structures shall meet with the requirements of the Routt County Water Body Setback Regulations, as described in the Routt County Zoning Regulations. AND 2. Place all roads and structures other than bridges, fences, ditches, flood control devices, and other water-related uses at least fifty (50) feet from all wetlands, unless the applicant can demonstrate that the critical riparian areas are not negatively impacted. |
| F. Avoid sedimentation and runoff impacts during and after development including those that impact irrigation ditches. | <ol style="list-style-type: none"> 1. Use appropriate Best Management Practices during construction, siting and development. Avoid sedimentation with acceptable water management techniques during and after development. |
| G. Protect the riparian environment with its diverse habitat. | <ol style="list-style-type: none"> 1. To the extent practicable, locate Remainder Parcels to protect the maximum amount of riparian and wetland areas. |

Staff comments: The northwestern lot line is approximately 75' from a natural waterbody. The removal of the building envelope will not adversely effect the waterbody.

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

5.1.5 Wildlife

| Objectives | Design Guidelines and Standards |
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| A. To the extent practicable, avoid areas used by Threatened or Endangered Species if the areas are critical to survival or production. | 1. Limit development within known Critical Habitat of Threatened and/or Endangered species sites including nesting, roosting, mating, birthing, and feeding areas. |
| B. To the extent practicable, avoid Critical Winter Habitat of elk, deer, moose, bald eagles, golden eagles, sharptail grouse, and sage grouse. | 1. Restrict activities including construction, maintenance and special events to avoid seasonally critical habitat during sensitive seasons. AND 2. Limit development allowed within these areas to the greatest extent possible. OR 3. Submit a Wildlife Mitigation Plan and/or other legally enforceable agreement for development in Critical Habitat Areas. |
| C. Locate development to permit wildlife movement and migration of elk, deer and moose. Maintain wildlife corridors of such animals and avoid fragmentation of habitat. | 4. Restrict any fences that obstruct historical movement patterns of wildlife. Use fences which allow free wildlife movement, as specified by the Division of Wildlife. AND 5. No outdoor lighting adjacent to movement corridors other than what is necessary for security purposes. No general flood lighting in these areas. |
| D. To the extent practicable, avoid areas that are Critical Wildlife production areas. | 1. Limit development within Critical Wildlife Habitat production areas including mating, nesting, and rearing area, calving, fawning, leks, and staging areas to the greatest extent. OR 2. Submit a Wildlife Mitigation Plan and/or other legally enforceable agreement for development in Critical Habitat Areas. |
| E. Limit wildlife harassment by domestic predators. | 1. Limit the number of domestic predators on a case by case basis to fit habitat using Development Agreements to limit wildlife harassment. Provide effective enforcement in the Development Agreement. AND 2. Construct effective physical restraints for domestic predators such as fencing in areas near homes that are close to Critical Wildlife Habitat. |

Staff comments: CPW provided no comments regarding this proposal.

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

| 5.1.6 Geologic, Fire, Flood and Slope Hazards | |
|-----------------------------------------------|---------------------------------|
| Objectives | Design Guidelines and Standards |

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| <p>A. To the extent practicable, locate all development outside known and/or active hazard areas. These include: Ground subsidence, potential rock fall, fault or fault zone, unstable slopes, slope failure complex, landslide, mudflow, and earthflow.</p> | <ol style="list-style-type: none"> 1. Locate all residential structures outside of hazard areas as necessary to eliminate impacts to hazard areas. AND 2. To the extent practicable, place all utilities and infrastructure outside of hazard areas. |
| <p>B. Provide adequate and explicit notice for development in potentially hazardous areas including potentially unstable slopes.</p> | <ol style="list-style-type: none"> 1. Put potential purchasers of property on notice through legal disclosures on the plat and in the Development Agreement. For building envelopes at the edge or fringe of the hazard boundary, special studies may be required at submittal to determine the most accurate boundary. AND 2. Mitigate with best engineering practices if possible and practical. |
| <p>C. Limit the impact to people and structures, on and off site, from flood damage.</p> | <ol style="list-style-type: none"> 1. Locate residential structures outside of the 100-year floodplain. AND 2. Other non-residential improvements shall meet with the requirements of the Routt County Floodplain Resolution 92-069 or any successive resolution. |
| <p>D. Minimize the risk of wildfires in severe hazard areas. Minimize the cost of fire fighting in these areas.</p> | <ol style="list-style-type: none"> 1. Place structures outside of severe hazard areas. OR 2. Comply with Colorado State Forester recommendations for mitigation including thinning of all nearby trees to their standards and establishing a 30' clear zone around structures. AND 3. Use non-flammable building materials, including treated roofing materials; AND 4. Provide on-site storage areas of at least 1000 gallon capacity (irrigation, springs, ponds, cisterns and/or underground storage tanks) for fire suppression purposes. |

Staff comments: The entire lot has been mapped to have no geologic hazards and to have a low wildfire risk (fire risk based upon a 2010 dataset). Since the lots of the Creek Ranch subdivision already exist, the removal of the building envelope will not have any impact.

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

Planning Director Options

1. **Approve the Administrative Amendment without conditions** if it is determined that the petition will not adversely affect the public health, safety, and welfare and the requested amendment is equivalent to or enhances the original approval, with regard to conformance to the Design Standards.

2. **Deny the Administrative Amendment request** if it is determined that the petition will adversely affect the public health, safety, and welfare and/or the proposed amendment is not equivalent to nor enhances the original approval.
3. **Table the Administrative Amendment request** if additional information is required to fully evaluate the petition. *Give specific direction to the petitioner and staff.*
4. **Approve the Administrative Amendment 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 Subdivision Regulations.

FINDINGS OF FACT that may be appropriate if the Administrative Amendment is approved:

1. The proposal is in conformance with the Sections 2 and 5 of the Routt County Subdivision Regulations and Chapter 10 of The Routt County Master Plan.
2. The proposal is substantially similar to the approved Building Envelope in the Land Preservation Subdivision Exemption project and does not increase impacts as listed in Section 5 of the Routt County Subdivision Regulations.

CONDITIONS that may be appropriate include the following:

1. The plat shall be finalized and recorded within one (1) year unless such time is otherwise extended pursuant to Section 2.1.6, Routt County Subdivision Regulations. Extensions to up to one (1) year may be approved administratively.
2. Prior to recordation, the applicant shall submit an electronic copy of the approved plat to the County Planning Department in a .DWG format or other format acceptable to the GIS Department.
3. All property taxes must be paid prior to the recording of the plat.
4. All conditions of the Creek Ranch LPS approval and requirements of the Development Agreement shall continue to apply.
5. The plat shall reflect the "No Build" zones for slopes over 30% as submitted in the slope analysis report.

I hereby approve/disapprove (circle appropriate) this Lot 6 Creek Ranch LPS Building Envelope Adjustment.



Kristy Winsor, Planning Director

5.24.2023

Date



Ph: 970-871-6772 • Fax: 970-879-8023 • P.O. Box 775966 • Steamboat Springs, Colorado 80477

March 29, 2023

Routt County Planning
136 6th Street, 2nd Floor
Steamboat Springs, CO 80477

RE: Lot 6 – Creek Ranch LPSE
Replat - Building Envelope Adjustment

Dear Routt County Planning;

Four Points Surveying and Engineering is pleased to submit the application and drawings for a Building Envelope adjustment of Lot 6, Creek Ranch LPSE Subdivision. The owner of Lot 6 has permission from the Creek Ranch owner's association to adjust the building envelope. Due to the fact Creek Ranch is an LPSE, the Creek Ranch owner's association is continuing the use of building envelopes and we are depicting the revised envelope on the proposed replat.

For approval of the replat and adjustment of the building envelope; Four Points Surveying and Engineering reviewed the Routt County Subdivision Regulations, Section 5. The following regulations support the relocation of the building envelope being requested by the applicant on Lot 6, Creek Ranch.

1. Section 5.1.1. Agricultural Land B4 "Site and size lots and building envelopes to minimize impact on agricultural activities." The relocation of the building envelope within Lot 6, Creek Ranch will have no impact on the existing agricultural activities at the Creek Ranch LPSE Subdivision since the agricultural activities are contained within the remainder parcel.
2. Section 5.1.2 Visual Resources A1, A2 and A4. Creek Ranch Lot 6 is an interior lot on Creek Ranch LPSE Subdivision and the lot and building location will not increase visual impacts to public right of way, skylining or increase visual impact from the open space.
3. Section 5.1.3 Rivers, Lakes, Wetlands, and Riparian Areas A1, A2: The placement of the proposed residence will follow water body setbacks as outlined in the Routt County Zoning Regulations 5.11.
4. Section 5.1.5 Wildlife A1: The relocation of the building envelope will not impact critical wildlife habitat of threatened and/or endangered species.
5. Section 5.1.6 Geologic, Fire, Flood and Slope Hazards A1, A2 and C1 and D1: The relocation of the building envelope area will not place the building envelope into geological unstable areas or areas within any floodplain or severe fire hazard areas.

Lastly the adjustment of the building envelope will not violate the Creek Ranch Subdivision covenants.

We look forward to the planning department review and we are available to meet or speak about the project anytime.

Sincerely;

Walter N. Magill, PE-PLS
Four Points Surveying and Engineering


LOT 6, CREEK RANCH, LPS
LOCATED IN THE NE 1/4 OF SECTION 19, TOWNSHIP 5 NORTH,
RANGE 85 WEST OF THE 6TH P.M., STEAMBOAT SPRINGS,
ROUTT COUNTY, COLORADO

Slopes Table

| Curve # | Length | Radius | Delta | Chord Direction | Chord Length |
|---------|--------|--------|--------|-----------------|--------------|
| C1 | 1.95 | 34.00 | 2.04 | N37° 40' 47"W | 1.95 |
| C6 | 104.11 | 150.00 | 36.77 | S73° 15' 06"W | 102.03 |
| C7 | 147.85 | 125.00 | 62.76 | N35° 27' 54"W | 142.66 |
| C8 | 166.48 | 61.75 | 134.41 | N65° 03' 30"E | 146.60 |
| C9 | 53.80 | 200.01 | 15.71 | S37° 23' 15"W | 53.64 |

| LEGEND | |
|--------|---------------------------------|
| | PROPERTY BOUNDARY |
| | ADJACENT PROPERTY BOUNDARY |
| | EXISTING DRAINAGE |
| | EXISTING EDGE OF ASPHALT |
| | EXISTING 2" CONTOUR |
| | EXISTING 1" CONTOUR |
| | OWNER LINE OF DITCH |
| | EXISTING WATER LINE |
| | EXISTING SINKER LINE |
| | EXISTING UNDERGROUND ELECTRICAL |
| | EXISTING WOOD FENCE |
| | EXISTING METAL FENCE |
| | EXISTING CONCRETE PAVING |
| | EXISTING BELLEVUE |

Horizontal Scale



30 40 50 60

1" = 50'

DATE: 8-20-2020
JOB #: 1926-001
DRAWN BY:
DESIGN BY:
REVIEW BY:

EXISTING
CONDITIONS

SHEET #

LOT 6, CREEK RANCH, LPS
24660 CREEK RANCH ROAD
STEAMBOAT SPRINGS, CO 80487

SURVEYOR'S CERTIFICATE

WALTER N. MAGILL, BEING A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY TO HERITAGE TITLE COMPANY, MATTHEW T. SHANLEY, CONNIE JO W. SHANLEY, VALERIE FERGUSON, THOMAS FERGUSON, AND THOMAS C. FERGUSON, THAT THE SURVEY HEREIN REFERENCE TO WAS PREPARED IN COMPLIANCE WITH THE LAWS OF THE STATE OF COLORADO AT THE TIME OF THIS SURVEY (III) IS ACCURATE TO THE BEST OF MY KNOWLEDGE.



WALTER N. BAGLEY, REGISTERED LAND SURVEYOR, PLS 38024

[illegible]

SURVEYOR'S CERTIFICATE

WALTER N. MACILL, BEING A DULY REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY TO HERITAGE TITLE COMPANY, MATTHEW T. SHANLEY, CONNORIE JO W. SHANLEY, VALERIE FERGUSON, THOMAS FERGUSON, AND THOMAS C. SMALL THAT THE SURVEY (I) WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION, (II) HAS BEEN PREPARED IN COMPLIANCE WITH APPLICABLE LAWS OF THE STATE OF COLORADO AT THE TIME OF THIS SURVEY (III) IS ACCURATE TO THE BEST OF MY KNOWLEDGE.

CREEK RANCH - LOT 6

[illegible][illegible][illegible][illegible]

7. SUBSTANTION RECORDED SEPTEMBER 14, 1899 AT FLETC NO. 127967. THE OBLIGATIONS AS CONTAINED IN DEVELOPMENT AGREEMENT RECORDED SEPTEMBER 14, 1899 AT RECEPTION NO. 720642 AND OBLIGATIONS AS CONTAINED IN WATER SYSTEM AGREEMENT RECORDED SEPTEMBER 14, 1899 AT RECEPTION NO. 720643, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN LAND AND SALE TERMS, AGREEMENTS, PROVISIONS, RESTRICTIONS, STIPULATIONS AND OBLIGATIONS AS CONTAINED IN MARGAN AND SALE TERMS, AGREEMENTS, PROVISIONS, RESTRICTIONS, STIPULATIONS AND OBLIGATIONS (INCLUDING COMMON EXPENSES, FEES AND COSTS UNDER THE COMMON INTEREST OWNERSHIP ACT AND RESTRICTIONS WHICH DO NOT CONTAIN A FORTUITOUS OR RESCIPTOR OR NATIONAL CLAUSE), AS CONTAINED IN THE DECLARATION FOR GREEN RANCH RECORDED SEPTEMBER 14, 1899 AT RECEPTION NO. 720644, AND OBLIGATIONS AS CONTAINED IN THE DECLARATION FOR GREEN RANCH RECORDED SEPTEMBER 14, 1899 AT RECEPTION NO. 720645 AND AGREEMENT RECORDED FEBRUARY 7, 2017 AT RECEPTION NO. 720642 AND 720643.
8. THOMAS CONNOR'S PRODUCE AGREEMENTS AND OBLIGATIONS CONTAINED IN THE 2017-2018 FARM ESTATE AS AT 2002 FORTH BELONG RECORDED AUGUST 15, 2014, RECEPTION NO. 720646, A DEED OF TRUST TO SECURE A BANK LOAN FOR CONNOR J.D. SWEENEY, INSTATED PUBLIC TRUSTEE OF THE COUNTY OF SHERIDAN, WYOMING, YAMPA VALLEY BANK, N.A.;

SHEARI SWEETS, ESQ.
DATED THIS DAY OF

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 10 YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

[illegible]

BY CONNIE JO W. SHANLEY THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____, 2023, BY CONNIE JO W. SHANLEY.

STATE OF _____ ISS _____
COUNTY OF _____

IN WITNESS WHEREOF, THE SAID MATTHEW T. SHANLEY HAS CAUSED HIS NAME TO BE HEREUNTO SUBSCRIBED THIS _____ DAY OF _____, 2013.

 SIGNATURE (NOTARY PUBLIC)

 MY COMMISSION EXPIRES: _____

BY MATTHEW T. SHANLEY _____ DAY OF _____ 2024.

THE FOREGOING CERTIFICATE OF OWNERSHIP WAS ACKNOWLEDGED BEFORE ME THIS _____ DAY OF _____ 2024 BY MATTHEW T. SHANLEY.

STATE OF _____ SS
COUNTY OF _____

WITNESS MY HAND AND OFFICIAL SEAL

SIGNATURE (NOTARY PUBLIC)

MY COMMISSION EXPIRES

THE UNDERSIGNED, AS BENEFICIARY UNDER THAT CERTAIN DEED OF TRUST ENCUMBERING THE PROPERTY DESCRIBED HEREON, AS SUCH IS RECORDED AT RECEPTION NO. 814275, OF THE OFFICIAL RECORDS OF THE COUNTY OF LOS ANGELES AND RECORDED (THE "DEED OF TRUST"), HEREBY CONSENTS TO AND JOINS IN THE REVOCATION OF THE DEED OF TRUST AND HEREBY AGREES THAT ANY AND ALL OF ITS RIGHTS AND INTERESTS UNDER THE DEED OF TRUST SHALL BE REVOKED AND HEREBY DECLARED TO BE NULL AND VOID, AND THAT THE UNDERSIGNED, CONVEYANCES, AND REVOCATIONS NOWING.

BY _____ AS _____ OF YAMPA VALLEY BANK

STATE OF _____ COUNTY OF _____ \$5

WITNESS MY HAND AND OFFICIAL SEAL.

_____, DAY OF _____, 2023, BY _____ AS _____ OF YAMPA VALLEY BANK.

 YVCA COMMERCIAL BANK

PLAT NOTICES BOARD OF COMMISSIONERS

 SIGNATURE (NOTARY PUBLIC)

 MY COMMISSION EXPIRES: _____

[illegible]

2. THE CENTRELINE OF A 30 FOOT WIDE UNDERGROUND UTILITY EASEMENT (AND ACCESS EASEMENT FOR SUCH PURPOSES) LOCATED ON THE BOUNDARY BETWEEN LOTS 37 AND 38, WHICH IS APPROPRIATE TO LOTS 31, 34, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855

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5. UTILITY EASEMENTS ARE RESERVED FOR THE BENEFIT OF CHEEK RANCH OWNERS ASSOCIATION, CHEEK RANCH, LLC, DEERWOOD SERVICE COMPANY, LLC INSTEAD OF ALL, UNLESS OTHERWISE SHOWN OR NOTED HEREON;
6. A 15 FOOT WIDE EASEMENT FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE UNDERGROUND UTILITIES.

7. A 20 FOOT WIDE EASEMENT FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITY ACCESS FOR SUCH PURPOSES) IS RESERVED ON ALL BOUNDARY LINES BETWEEN LOTS, REMAINDER PARCELS, OR AREAS AND LANDS NOT INCLUDED WITHIN THE SUBDIVISION.

⁹ THE ROADS REFERRED IN NOTE A ARE DIFFERENT AS SUPERSTORY RESERVATIONS ARE PARCELS WITHIN REMAINDER PARCEL. THAT PORTION OF THE ROAD EASEMENTS REFERRED IN NOTE A ABOVE LOCATED WITHIN REMAINDER PARCEL, PARCEL C, LOTS 1, 18, 20, 30, 32, AND 33, AND ALSO ENTRY FEATURES, EASMENT AREAS AND EASEMENTS RESERVED FOR THE BENEFIT OF CREEK RANCH OWNERS ASSOCIATION AND CREEK HATCH, LLP FOR PURPOSES OF CONSTRUCTION, INSTALLATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ENTRY FEATURES AND ANCILLARY STRUCTURES AND ACCESS FOR SUCH PURPOSES.

10. A 30 FOOT WIDE VEHICULAR, PEDESTRIAN, EQUESTRIAN AND RECREATIONAL ACCESS EASEMENT IS LOCATED EAST ALONG THE WEST BOUNDARY OF LOT 36 FOR THE BENEFIT OF THE CREEK RANCH OWNERS ASSOCIATION AND CREEK RANCH. THE USE AND BENEFIT OF ROUTT COUNTY.
11. THE LINE INDICATED IS THE CENTERLINE OF A 30 FOOT EASEMENT FOR THE CONSTRUCTION, INSTALLATION AND MAINTENANCE OF UNDERGROUND UTILITIES (AND ACCESS FOR SUCH PURPOSES) FOR THE BENEFIT OF THE CREEK RANCH OWNERS ASSOCIATION AND CREEK RANCH.

ASSOCIATION, CREEK RANCH, LLP AND DEERWOOD SERVICE COMPANY, LLC.

12. REMAINDER PARCELS MAY BE SUBJECT TO EASEMENTS FOR DITCHES AND ACCESS FOR MAINTENANCE OF DITCHES AND STRUCTURES.

13. THE DECLARATION OF PROTECTIVE COVENANTS FOR CREEK RANCH PROVIDES FOR OR REFERS TO ADDITIONAL EASEMENTS FOR DITCHES AND ACCESS FOR MAINTENANCE OF DITCHES AND STRUCTURES.

14. THE LOTS AND REMAINDER PARCELS B SHOWN HEREON HAVE BEEN APPROVED FOR A TOTAL OF 40 PRIMARY DITCHES.

15. ROUTT COUNTY, THE STEAMBOAT SPRINGS RURAL FIRE PROTECTION DISTRICT AND THE OAK CREEK FIRE PROTECTION DISTRICT SHALL BE HELD HARMLESS FOR ANY INJURY, DAMAGE OR CLAIM THAT MAY BE MADE AGAINST ROUTT COUNTY, THE STEAMBOAT SPRINGS RURAL FIRE PROTECTION DISTRICT AND THE OAK CREEK FIRE PROTECTION DISTRICT BY REASON OF THEIR FAILURE TO PROVIDE AMBULANCE, FIRE, RESCUE OR POLICE PROTECTION TO THE SUBDIVISION, PROVIDED THAT FAILURE TO PROVIDE SUCH SERVICES IS DUE TO INACCESSIBILITY TO THE PROPERTY BY REASON OF INTERNAL ACCESSIBILITY.

16. PROVIDE EMERGENCY SERVICES SHOULD THE NEED ARISE.
17. UNSTABLE SLOPES MAY EXIST ON LOTS AND SPECIAL STUDIES MAY BE REQUIRED PRIOR TO CONSTRUCTION. ALL LOTS SHOWN HEREON ARE ELIGIBLE FOR A SECONDARY DUELLING UNIT.

18. ALL BUILDING ON LOTS MUST BE LOCATED WITHIN THE BUILDING ENVELOPE FOR THE LOT AS SHOWN HEREON AND APPLICABLE ROUTT COUNTY ZONING SETBACK REQUIREMENTS.

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24000 Creek Ranch Road
Steamboat Springs, CO 80487

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| JOB NO. | 1020-08 | DRAFTED: | MM |
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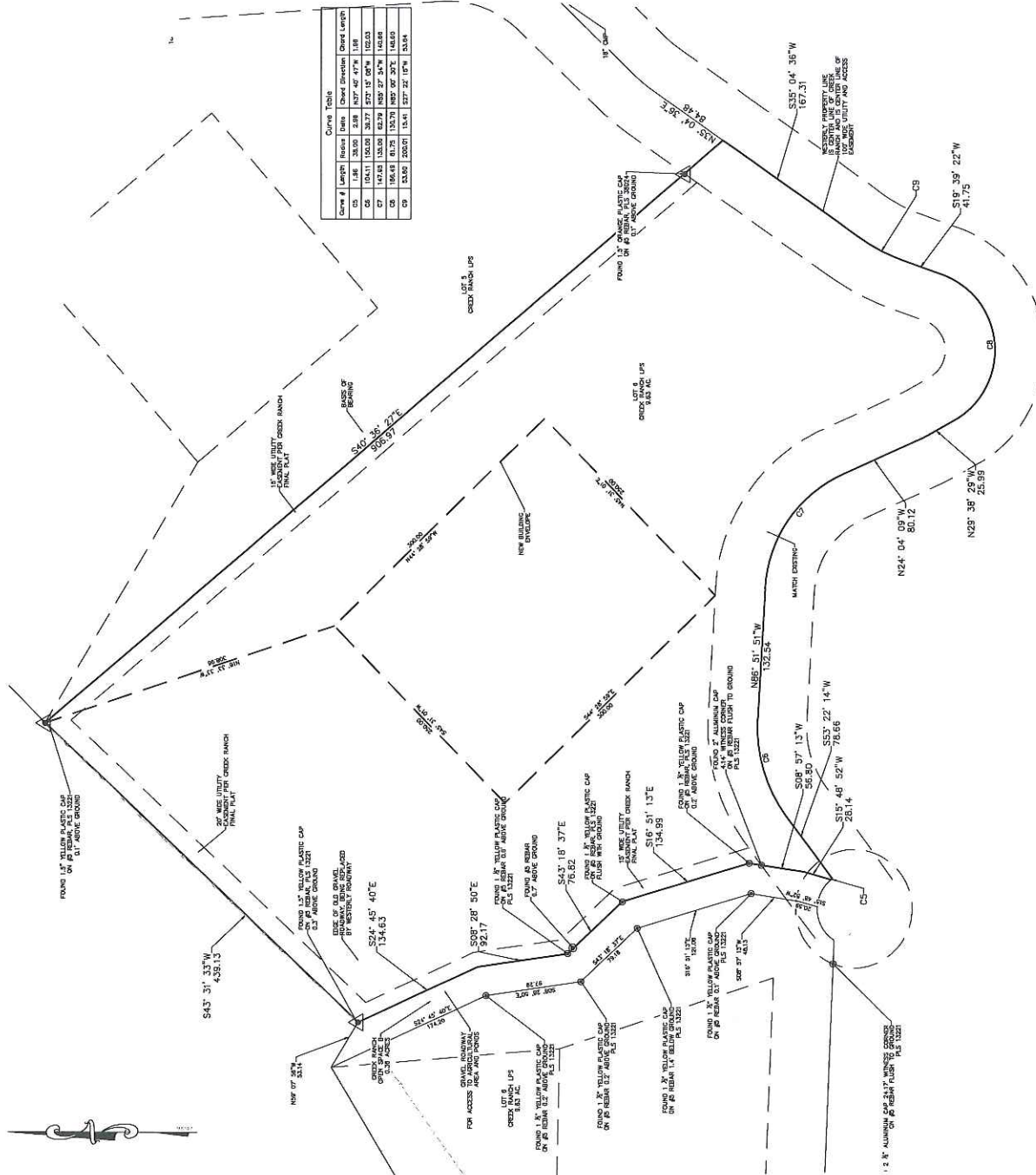
Four Points
Surveying and Engineering

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Steamboat Springs, CO 80487
(970)-871-6772
wrmpepts@gmail.com

SHEET NO. 1 OF 2

2 of 2

CREEK RANCH - LOT 6
A LAND PRESERVATION SUBDIVISION EXEMPTION
BUILDING ENVELOPE ADJUSTMENT
LOCATED IN THE NORTH 1/2 SECTION 19, TOWNSHIP 5
NORTH, RANGE 85 WEST OF THE 6TH P.M., ROUTT
COUNTY, COLORADO



LEGEND

| | |
|-----|---------------------------------|
| --- | PROPERTY BOUNDARY |
| --- | ADJACENT PROPERTY BOUNDARY |
| --- | EXISTING EASEMENT |
| --- | EXISTING SIDE OF ASPHALT |
| --- | EXISTING 2' CONTIGUOUS |
| --- | EXISTING 10' CONTIGUOUS |
| --- | CENTER LINE OF EASEMENT |
| --- | EXISTING WELLS |
| --- | EXISTING UNDERGROUND ELECTRICAL |
| --- | EXISTING 600V FENCE |
| --- | EXISTING ACTUAL FENCE |
| --- | EXISTING CONCRETE PAVING |
| --- | EXISTING BUILDINGS |

CREEK RANCH
LOT 6

24660 Creek Ranch Road
 Steamboat Springs, CO 80487

DATE: 4-2-2023
 JOB NO.: 1025-001
 DESIGNED: JMM
 DRAFTED: JMM
 CHECKED: JMM

Four Points
Surveying and Engineering

440 S. UNION ST., Suite 408
 Steamboat Springs, CO 80487
 970.861.1111
 www.fourpointsurvey.com

SHEET NO. 2 OF 2

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION WITHIN 90 DAYS OF THE DATE OF THE FIRST DISCOVERY OF THE VIOLATION OF THE BUILDING ENVELOPE ADJUSTMENT. IF YOU DO NOT COMMENCE ANY LEGAL ACTION WITHIN 90 DAYS OF THE DATE OF THE FIRST DISCOVERY OF THE VIOLATION OF THE BUILDING ENVELOPE ADJUSTMENT, YOU WILL BE DEEMED TO HAVE ACCEPTED THE VIOLATION AND YOU WILL BE RESPONSIBLE FOR THE COSTS OF REMEDIATION.

