



TOWN OF ELIZABETH

**TOWN OF ELIZABETH
Planning Commission Regular Meeting
Tuesday, August 06, 2024 at 6:30 PM
Town Hall, 151 S. Banner Street**

CALL TO ORDER

ROLL CALL

PUBLIC COMMENT

This is a meeting of the Planning Commissioners held in public. We welcome you here and thank you for your time and concerns. When you are recognized, please stand and state your name and address to the Commission. Your comments will be limited to 3 minutes. The Planning Commissioners may not respond to your comments during this meeting, rather they may take your comments and suggestions under advisement and your questions will be directed to the appropriate person or department for follow-up. Personal attacks against Commissioners, Administrative Staff, or Employees will not be recognized. If a response from Staff is requested, the Chair will direct Staff to have a response at the next regularly scheduled Commission meeting.

AGENDA CHANGES

CONSENT AGENDA

- [1.](#) Minutes of the Regular Meeting of July 2, 2024

PUBLIC HEARING

- [2.](#) Zoning of 889 S Elizabeth Street

NEW BUSINESS

3. Discussion and possible action on recommendation of approval to the Board of Trustees regarding the rezoning of 889 S Elizabeth Street

PUBLIC HEARING

- [4.](#) Ordinance 24-10, E-86 PUD Amendment

NEW BUSINESS

5. Discussion and possible action on recommendation to the Board of Trustees approval of Ordinance 24-10, an Ordinance Amending the Planned Unit Development (PUD) Zoning for the Property Generally Known as the E-86 PUD

STAFF REPORT

**ACTION MAY BE TAKEN ON ANY AND ALL ITEMS LISTED ON THE AGENDA
ACCOMMODATIONS FOR DISABILITIES MAY BE MADE UPON REQUEST.**

[6.](#) Staff Report

COMMISSIONER REPORTS

ADJOURNMENT



TOWN OF ELIZABETH

PLANNING COMMISSION

PLANNING COMMISSION – RECORD OF PROCEEDINGS

July 2, 2024

CALL TO ORDER

The Regular Meeting of the Elizabeth Planning Commission was called to order on Tuesday, July 2, 2024, at 6:33 PM by Chair George Fick.

ROLL CALL

Present were Chair George Fick, Vice Chair Amy Schmidt, and Commissioners Greg Lindbloom, Julie Uhernik, Cynthia Thye, and Ed Beard. Commissioners Shawn Sommer and Jim Santangelo were not present. There was a quorum to conduct business.

Also present were Community Development Director Zach Higgins, Planner/Project Manager Alexandra Cramer, and Deputy Town Clerk Harmony Malakowski.

PUBLIC COMMENT

There was no public comment.

AGENDA CHANGES

No agenda changes from Staff.

No agenda changes by the Commissioners.

Agenda set.

CONSENT AGENDA

1. Minutes of the Regular Meeting of May 7, 2024

Motion by Vice Chair Schmidt, seconded by Commissioner Thye, to approve the Consent Agenda as presented.

The vote of those Commissioners present was unanimously in favor. Motion carried.

Chair Fick closed the Regular Meeting and opened the Public Hearing at 6:35 PM.

PUBLIC HEARING

2. Ordinance 24-06, Amending Chapter 16 of the Elizabeth Municipal Code

Ms. Cramer provided a Staff report.

Chair Fick opened the Hearing to Public Comment.



TOWN OF ELIZABETH

PLANNING COMMISSION

Angela Ternus – Town of Elizabeth resident
Paul Schwarzkopf – Town of Elizabeth resident

Chair Fick closed the Public Hearing and reopened the Regular Meeting at 6:47 PM

NEW BUSINESS

3. Discussion and possible action on recommendation to the Board of Trustees for approval of Ordinance 24-06, an Ordinance Amending Various Provisions of Chapter 16 of the Town of Elizabeth Municipal Code, Updating the Town’s Land Use and Development Code

Motion by Commissioner Thye, seconded by Vice Chair Schmidt, to recommend approval of Ordinance 24-06, an Ordinance Amending Various Provisions of Chapter 16 of the Town of Elizabeth Municipal Code, Updating the Town’s Land Use and Development Code with the condition of removal of the R-CC zoning district to the Board of Trustees.
The vote of the Commissioners present was 3 in favor and 2 opposed. Commissioners Lindbloom and Uhernik were opposed. Motion carried.

Chair Fick closed the Regular Meeting and opened the Public Hearing at 7:53 PM.

PUBLIC HEARING

4. Ordinance 24-07, Amending Residential Zone Districts

Ms. Cramer provided a Staff Report.

Chair Fick opened the Hearing to Public Comment.

Angela Ternus – Town of Elizabeth resident
Paul Schwarzkopf – Town of Elizabeth resident

Chair Fick closed the Public Hearing and reopened the Regular Meeting at 8:00 PM.

NEW BUSINESS

5. Discussion and possible action on recommendation to the Board of Trustees approval of Ordinance 24-07, an Ordinance Amending Various Provisions of Chapter 16 of the Town of Elizabeth Municipal Code, Updating the Town’s Land Use and Development Code

Motion by Commissioner Thye, seconded by Vice Chair Schmidt, to recommend approval of Ordinance 24-07, an Ordinance Amending Various Provisions of Chapter 16 of the Town of Elizabeth Municipal Code, Updating the Town’s Land Use and Development Code to the Board of Trustees.
The vote of those Commissioners present was unanimously in favor. Motion carried.



TOWN OF ELIZABETH

PLANNING COMMISSION

STAFF REPORT

- Community Development Director Higgins provided updates regarding:
 - Streetscape
 - Parks and Trails Open Space Master Plan
 - Neighborhood Block Parties
 - Town Hall Interns

COMMISSIONER REPORTS

There were no Commissioner Reports

ADJOURNMENT

Motion by Vice Chair Schmidt, seconded by Commissioner Thye, to adjourn the meeting at 8:45 PM. The vote of those Commissioners present was unanimously in favor. Motion carried.

Chair George Fick

Deputy Town Clerk Harmony Malakowski



STAFF REPORT

Rezone Application

889 S Elizabeth Street

- Applicant:** Turn 2 Development, LLC
- Location:** Northwest corner of Elizabeth Street and CR 136
- Exhibit A:** Applicant's submittal documents and proposed plans
- Exhibit B:** Referral agency compiled comments letters and redlines
- Exhibit C:** Public Notice

Applicant Request

The Applicant, Turn 2 Development, LLC, requests the Planning Commission provide a recommendation of approval to the Board of Trustees for the zoning designation of Commercial Mixed Use (CMU) for a 2-acre property located at 889 South Elizabeth Street. This zoning request is part of a concurrent annexation application, which will be reviewed separately by the Board of Trustees.

Proposal Summary:

The Applicant proposes to zone the 2-acre property at 889 South Elizabeth Street as Commercial Mixed Use (CMU) upon annexation into the Town of Elizabeth. The property is currently zoned R-1 in Elbert County and contains two residences and outbuildings. The proposed CMU zoning aligns with the Town's 2019 Comprehensive Plan, which designates this area for mixed-use development. The CMU zoning was chosen due to its less intense commercial uses, considering its proximity to residential areas.

Background:

The 2-acre property at 889 South Elizabeth Street is currently located in unincorporated Elbert County. Historical records indicate that the property has been used for residential purposes for as long as documentation is available. The site currently contains two residences and two outbuildings.

The current owner, who is also the applicant for this rezoning, is seeking to annex the property into the Town of Elizabeth. As per Town regulations, a rezoning application must accompany any annexation



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

request. The annexation is primarily motivated by the desire to access the Town's water and sewer infrastructure for future development.

The property is situated at the northwest corner of Elizabeth Street and County Road 136. Elizabeth Street is classified as an arterial road, while County Road 136 is designated as a minor collector.

Surrounding Land Uses:

North: Multi-Family Residential

South: Single-Family Residential

East: Single-Family Residential (Unincorporated Elbert County)

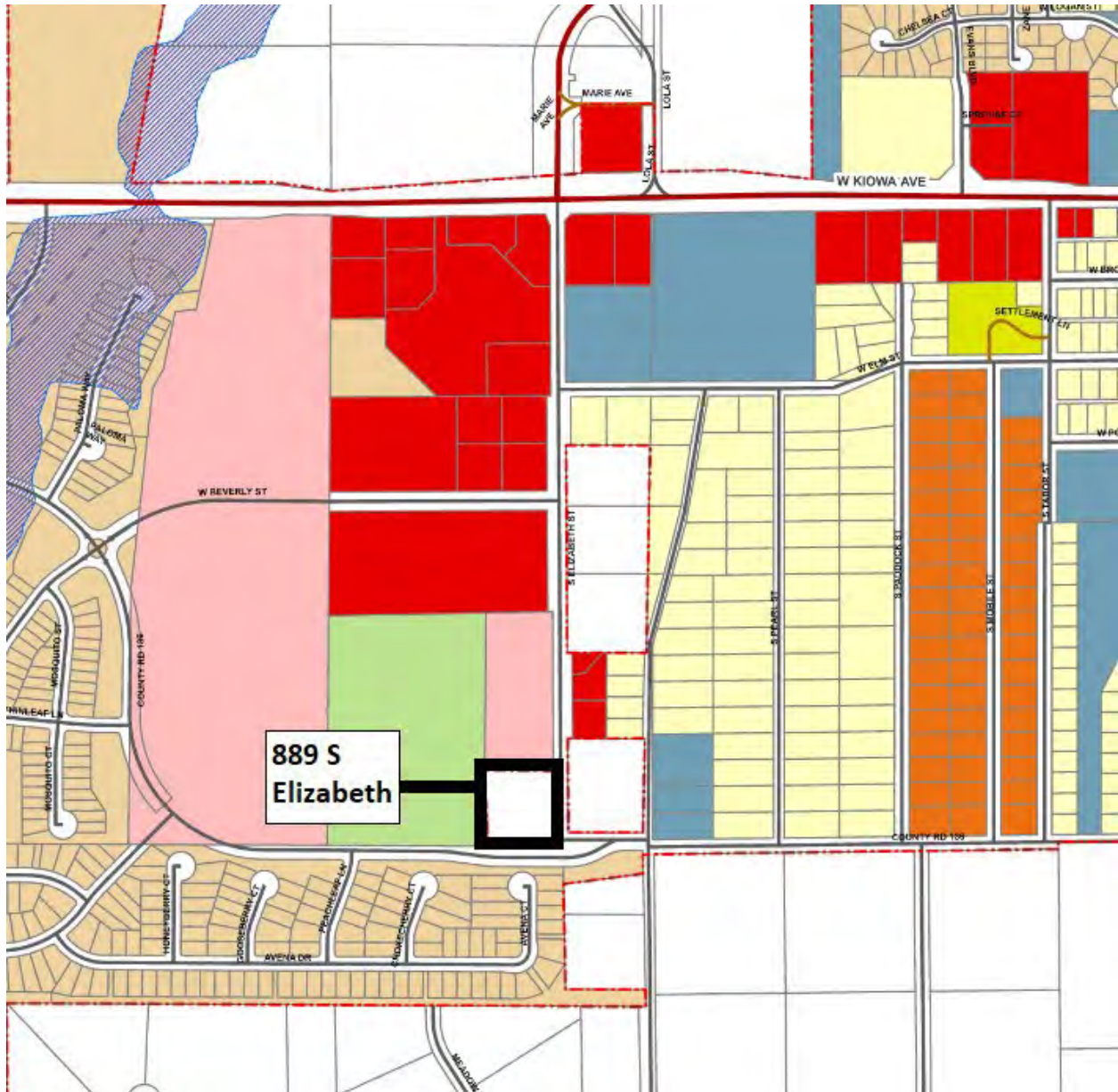
West: Agricultural/Single-Family Residential



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

General Project Location





TOWN OF ELIZABETH

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Approval Criteria:

Section 16-1-240 (f) of the EMC includes criteria for the Planning Commission and Board of Trustees to consider in rendering a recommendation or a final decision on the proposal. The criteria are as follows:

1. A need exists for the proposal;
2. The particular parcel of ground is indeed the correct site for the proposed development;
3. There has been an error in the original zoning; or
4. There have been significant changes in the area to warrant a zone change;
5. Adequate circulation exists and traffic movement would not be impeded by development; and
6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.
7. There are minimal environmental impacts or impacts can be mitigated.
8. The proposal is consistent with the Town Master Plan maps, goals and policies.
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land use.

Case Analysis:

Staff finds that the proposal displays conformance with the applicable provisions of the EMC and the Elizabeth Comprehensive Plan:

Elizabeth Municipal Code (EMC): The rezoning process requires Community Development staff to review and refer the application to various agencies for comments and responses within a 25-day time frame. No objections were raised to the rezoning.



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT



Comprehensive Plan: The Town's Future Land Use map (included in the Comprehensive Plan) indicates mixed use land uses on the property. The proposed CMU zoning aligns with this vision, allowing for a variety of mixed uses on the site. The proposed rezoning for this location supports the first three goals outlined in the Future Land Use and Development chapter of the Comprehensive Plan.

Goal 1: Maintain a sustainable balance in land uses between residential, commercial, office/business park, industrial, and park/open space land uses.

- The proposed CMU zoning for 889 S Elizabeth Street contributes to this balance by introducing a mixed-use designation that can accommodate both residential and commercial uses.

Goal 2: The development of new projects in Elizabeth should focus on areas closer to the Town's core as a priority, and avoid the "urban sprawl" of Elizabeth into the surrounding countryside.

- This rezoning supports infill development by annexing and rezoning a property that is already surrounded by incorporated Town land, focusing development near the existing Town core.

Goal 3: Future development in Elizabeth incorporates appropriate levels of density and design to support increased housing options, the viability of neighbor commercial, and overall long-term neighborhood sustainability.

- The CMU zoning allows for a mix of uses that can potentially include both residential and commercial components, supporting potential increase housing options and neighborhood-scale commercial development.

▪ PO Box 159, 151 S. Banner Street ▪ Elizabeth, Colorado 80107 ▪ (303) 646-4166 ▪ Fax: (303) 646-9434 ▪
www.townofelizabeth.org



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Additionally, the CMU designation would create a suitable transition between existing residential areas and the emerging commercial corridor along Elizabeth Street. The property's location at the intersection of an arterial road (Elizabeth Street) and a minor collector (CR 136) makes it ideal for mixed-use development, as these road classifications can support increased traffic associated with commercial activities.

Neighborhood Meeting:

The 889 S Elizabeth Street Neighborhood Meeting was held on January 25th, 2024 at Town Hall. There was general feedback around Regional Commercial being an undesirable zoning district for this parcel due to the intense nature of the uses and the additional traffic it could bring to Elizabeth Street and CR-136. Commercial Mixed Use zoning was seen as optimal for the site, particularly for a daycare. Daycare was favorable due to the building generally feeling like a residential property in design and scale while also not causing a large increase in traffic.

Findings and Staff Recommendation:

The 889 S Elizabeth Street rezoning application has been reviewed and approved by the development review team and staff in accordance with Chapter 16 of the EMC.

Findings:

1. A need exists for the proposal; **The rezoning to CMU addresses the current market demand for mixed-use development along the Elizabeth Street corridor, providing a transition between residential and commercial areas.**
2. The particular parcel of ground is indeed the correct site for the proposed development; **The property's location at the intersection of Elizabeth Street (arterial road) and CR 136 (minor collector) makes it well-suited for mixed-use development.**
3. There has been an error in the original zoning; **No evidence suggests an error in the original county zoning. This rezoning is based on the property's annexation into the Town and alignment with the Comprehensive Plan.**
4. There have been significant changes in the area to warrant a zone change; **The ongoing development of the surrounding area, including multi-family residential to the north and recent commercial approvals nearby, supports the proposed change to CMU zoning.**
5. Adequate circulation exists and traffic movement would not be impeded by development; **The property's location on an arterial road and minor collector suggests adequate circulation. Future development applications may require traffic impact studies to ensure continued adequate circulation.**



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

6. Additional municipal service costs will not be incurred which the Town is not prepared to meet. **The proposed CMU zoning is not anticipated to incur additional municipal service costs beyond what the Town is prepared to meet through the annexation process.**
7. There are minimal environmental impacts or impacts can be mitigated. **As the site has been previously developed for residential use, no significant new environmental impacts are anticipated. Any potential impacts will be addressed during the site plan review process.**
8. The proposal is consistent with the Town Master Plan maps, goals and policies. **The proposal aligns with the 2019 Comprehensive Plan, which identifies this area for mixed-use development.**
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land use. **The annexation process will ensure connection to Town water and sewer services. Other necessary services are available in the area to support the proposed mixed-use development.**

Staff Recommendation:

Based on the analysis above, staff finds that the proposed rezone application for 889 S Elizabeth Street meets the criteria set forth in Chapter 16 of the Elizabeth Municipal Code. The proposed rezoning to the Commercial Mixed Use (CMU) District is consistent with the Town's Comprehensive Plan and aligns with the development goals for the area. Staff recommends the Planning Commission offer a recommendation for approval to the Board of Trustees with no further conditions.



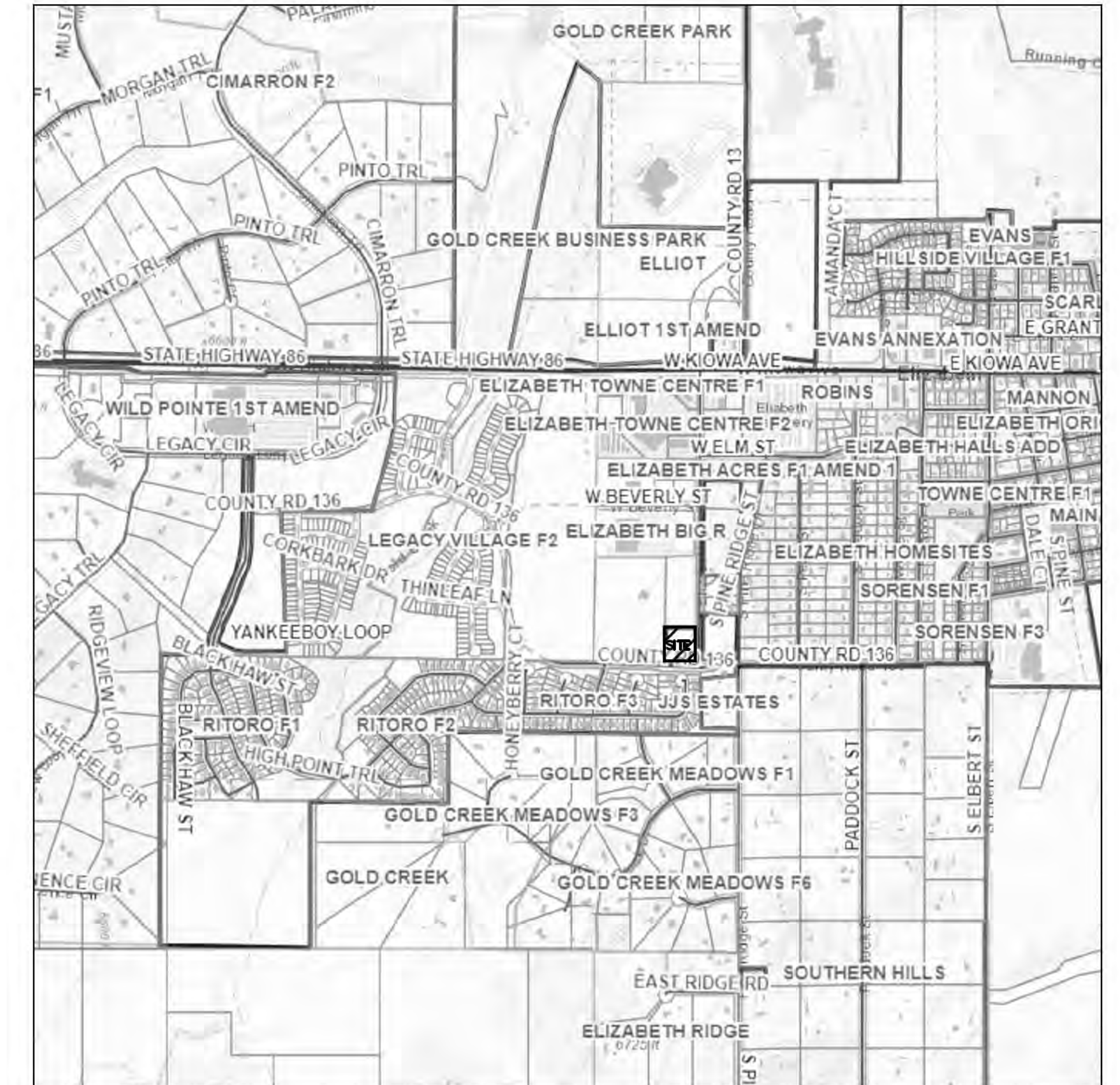
TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

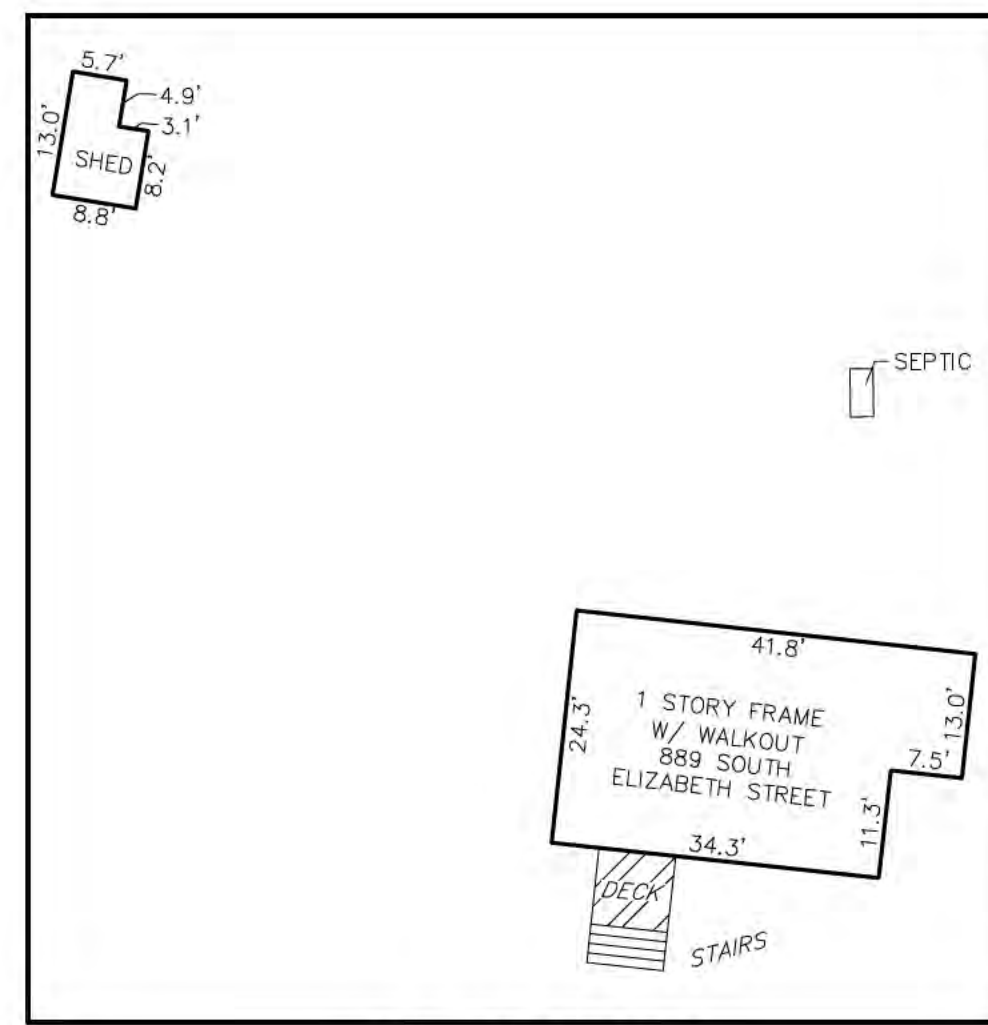
EXHIBIT A

889 SOUTH ELIZABETH REZONE EXHIBIT

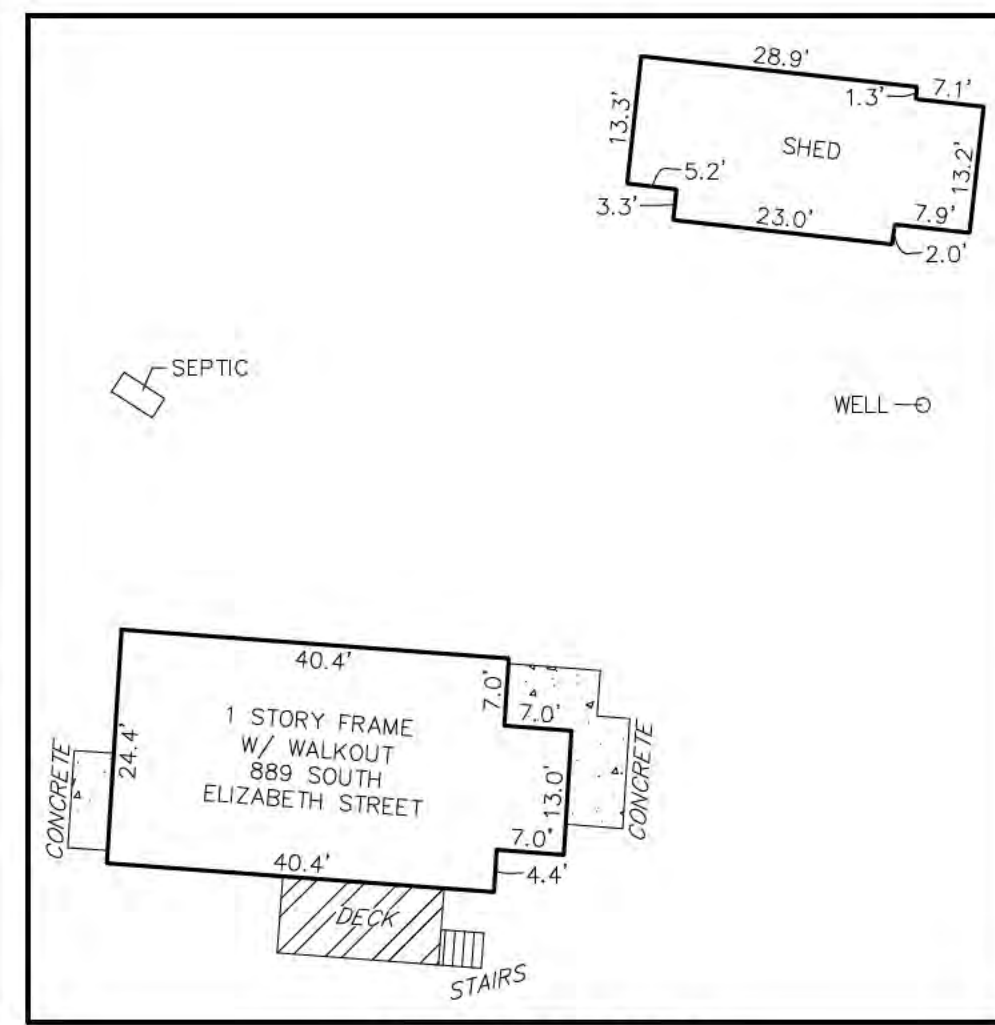
PART OF SECTION 13, T. 8 S, R. 65 W, 6TH P.M.
COUNTY OF ELBERT, STATE OF COLORADO



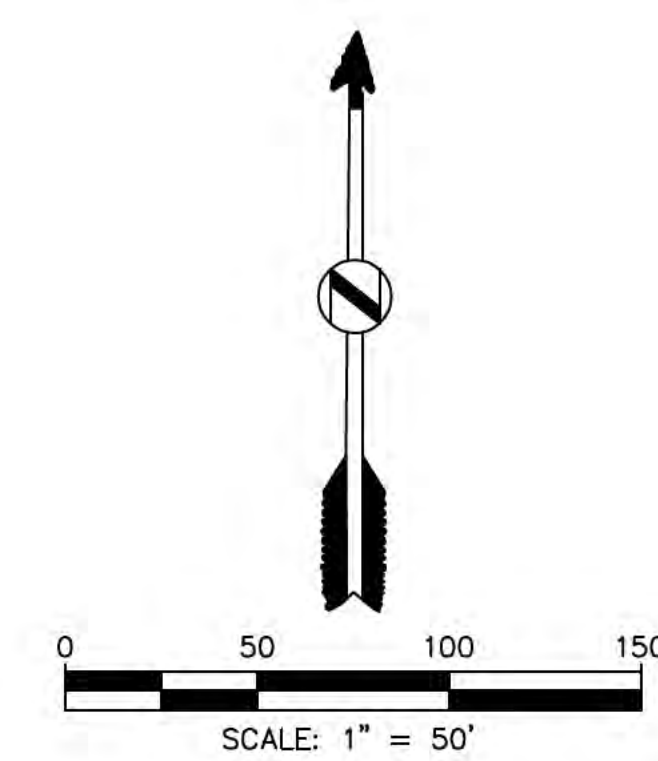
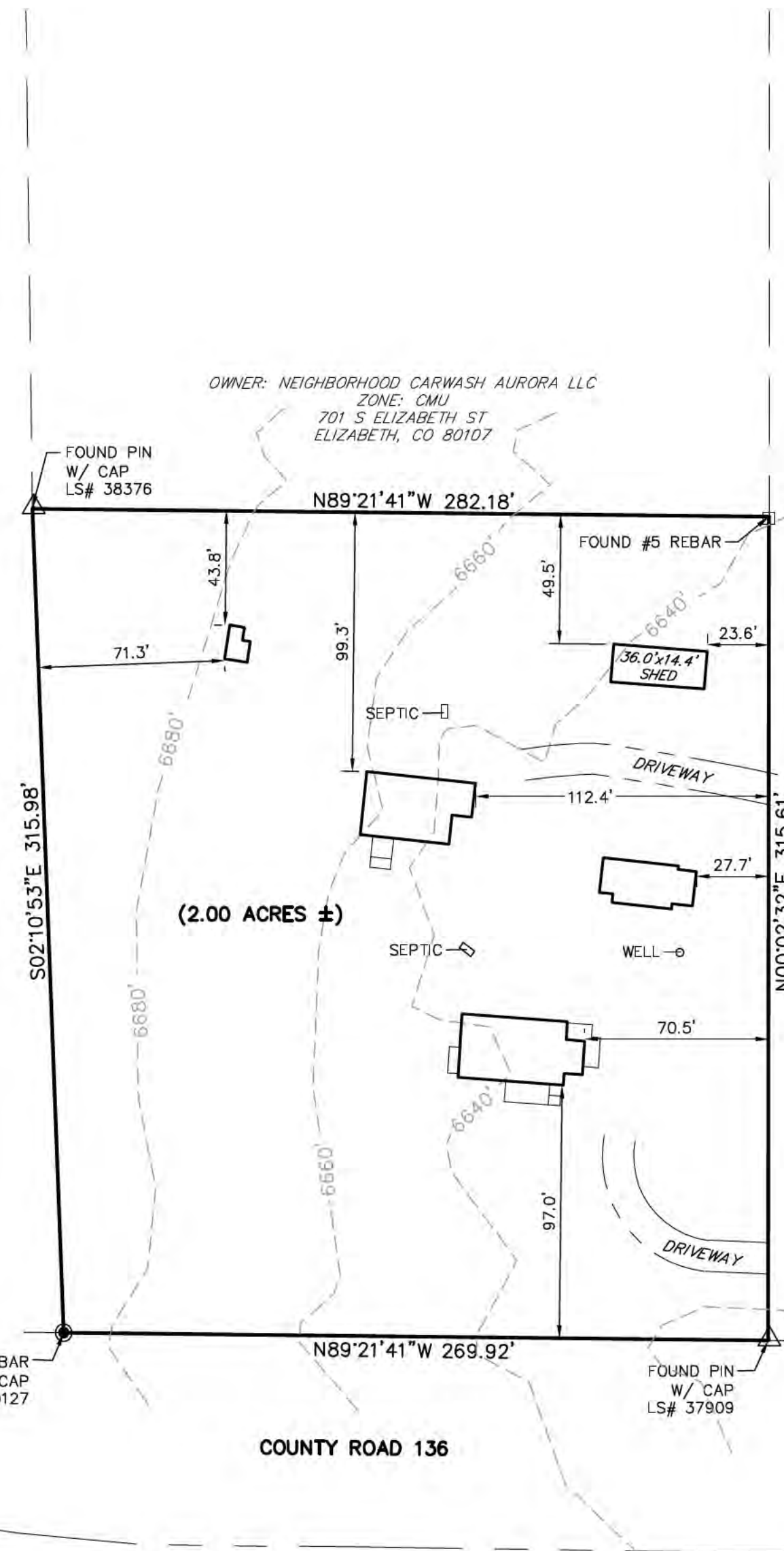
VICINITY MAP
NOT TO SCALE



STRUCTURE DETAIL
SCALE: 1"=20'



STRUCTURE DETAIL
SCALE: 1"=20'



SCALE: 1" = 50'

OWNERS:
TURN 2 DEVELOPMENT LLC
889 S ELIZABETH ST, ELIZABETH COLORADO, 80107
303-646-2559

ZONING:
EXISTING: ELBERT COUNTY R-1
PROPOSED: CMU

PROPERTY DESCRIPTION:
A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH P.M., COUNTY OF ELBERT, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHEAST QUARTER; THENCE N89°21'41"W, ALONG THE SOUTH LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 370.75 FEET TO THE WEST RIGHT-OF-WAY LINE OF ELIZABETH STREET AND TO THE TRUE POINT OF BEGINNING; THENCE N89°21'41"W, ALONG SOUTH LINE, A DISTANCE OF 269.92 FEET; THENCE N02°10'53"E, A DISTANCE OF 315.98 FEET; THENCE S89°21'41"E, A DISTANCE OF 282.18 FEET TO THE WEST RIGHT-OF-WAY LINE OF ELIZABETH STREET; THENCE S00°02'29"W, ALONG SAID WEST RIGHT-OF-WAY LINE, A DISTANCE OF 315.62 FEET TO THE POINT OF BEGINNING;

- NOTE:**
- 1) ACCORDING TO FEMA FLOOD MAP LOCATED UNDER MAP NUMBER 34039C0024F, THE SUBJECT PROPERTY DOES NOT LAY WITHIN A 100 YEAR FLOOD PLAIN.
 - 2) A 3" STEEL NATURAL GAS LINE DESCRIBED ON RIGHT-OF-WAY AGREEMENT WITH A RECEPTION NO. OF 175427, WAS VAGUE AND CANNOT BE GRAPHICALLY SHOWN HEREON.
 - 3) ALL EXISTING STRUCTURES ARE ANTICIPATED TO REMAIN ON SITE UNTIL TIME OF DEVELOPMENT
 - 4) AVERAGE LOT SIZE IS TO BE DETERMINED
 - 5) THE PROPOSED DENSITY IS TO BE DETERMINED
 - 6) THE UTILITY SERVICES ON SITE ARE AS FOLLOWS: CORE (Electric), Black Hills Energy (Gas), Town of Elizabeth (Water and Sewer)

SURVEYOR'S CERTIFICATE
I, KEITH WESTFALL, A REGISTERED LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY CERTIFY THAT THE SURVEY OF 889 SOUTH ELIZABETH STREET REZONE EXHIBIT WAS MADE UNDER MY DIRECT SUPERVISION AND THE ACCOMPANYING PLAT ACCURATELY AND PROPERLY SHOWS SAID SUBDIVISION.

KEITH WESTFALL, COLORADO PLS #30127
FOR AND ON THE BEHALF OF
HIGH PRAIRIE SURVEY COMPANY

STATEMENT:
LINEAL UNITS ARE IN FEET.
DISCLAIMER: PLEASE NOTE THAT SURVEYING IS AN INEXACT SCIENCE AND IS SUBJECT TO A CERTAIN DEGREE OF INACCURACY AND OPINION.

BASIS OF BEARINGS:
CONSIDERING THE SOUTH LINE OF THE NORTHEAST QUARTER OF SEC 13 TO HAVE AN ASSUMED BEARING OF N89°21'41"W AND MONUMENTED AS SHOWN HEREON.
NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.

DATE:	REVISIONS:
01/03/2024	REVISED PER GRACE
02/22/2024	REVISED PER GRACE

REFERENCE DWG: _____

High Prairie Survey Co.		TITLE 889 SOUTH ELIZABETH STREET REZONE EXHIBIT PART OF SEC. 13, T8S, R65W, 6TH P.M. ELBERT COUNTY, STATE OF COLORADO	
LAND SURVEYING CONSTRUCTION STAKING		CLIENT TURN 2 DEVELOPMENT	
OIL AND GAS SURVEYING		SHEET 1 OF 1	
303-621-8672 FAX 303-621-7749		JOB NUMBER 23127-RZ	
P.O. BOX 384 KIOWA, COLORADO 80117	SCALE 1"=50'	DATE 07/10/2023	DRAWN BY CRR



LAND USE APPLICATION

DATE: 3/4/24
 NAME OF PROJECT: 889 SOUTH ELIZABETH STREET
 NAME OF APPLICANT: TURN 2 DEVELOPMENT, LLC
 ADDRESS AND LEGAL DESCRIPTION OF PROJECT: 889 SOUTH ELIZABETH STREET
Southeast quarter of the Northeast quarter of Section 13, Township 8 South, Range 65 West of the 6th P.M., County of Elbert, State of Colorado

Please check the appropriate item(s):

- | | | |
|---|--|--|
| <input checked="" type="checkbox"/> REZONE | <input type="checkbox"/> PLAT | <input type="checkbox"/> USE BY SPECIAL REVIEW |
| <input type="checkbox"/> PUD (planned unit development) | <input type="checkbox"/> MINOR PLAT/REPLAT | <input checked="" type="checkbox"/> ANNEXATION |
| <input type="checkbox"/> VARIANCE | <input type="checkbox"/> SUBDIVISION | <input type="checkbox"/> MINOR SUBDIVISION |
| <input type="checkbox"/> SITE PLAN | <input type="checkbox"/> OTHER _____ | |

PRESENT ZONING: ELBERT COUNTY R-1 AREA IN ACRES: 2
 PROPOSED ZONING: CMU PRESENT USE: RESIDENTIAL
 PROPOSED # OF LOTS (if applicable): N/A
 PROPOSED GROSS FLOOR AREA (if applicable): N/A

***PROPERTY OWNER**
 NAME: TURN 2 DEVELOPMENT, LLC
 ADDRESS: _____

 TELEPHONE #: _____
 EMAIL: _____

APPLICANT REPRESENTATIVE
 NAME: PROVIDENCE CONSULTING, LLC
 ADDRESS: _____

 TELEPHONE #: _____
 EMAIL: _____

[Handwritten Signature]
 SIGNATURE OF OWNER

 SIGNATURE OF OWNER

[Handwritten Signature]
 SIGNATURE OF APPLICANT

 SIGNATURE OF APPLICANT

***(OWNERS SIGNATURE NEEDS TO BE NOTARIZED)**

Subscribed and sworn to be before me this 4th day of March, 2024
 My commission expires February 23, 2025
[Handwritten Signature]
 Notary

ALLISON RITTER
 NOTARY PUBLIC
 STATE OF COLORADO
 NOTARY ID 20024023685
 MY COMMISSION EXPIRES FEBRUARY 23, 2025

• PO Box 159, 151 S. Barner Street • Elizabeth, Colorado 80107 • (303) 646-4166 • Fax: (303) 646-9434 • www.townofelizabeth.org



Development & Construction



March 1, 2024

Dear Town of Elizabeth:

Please accept this annexation and zoning application for the property located at 889 South Elizabeth Street. The land use application involves the annexation of a 2-acre property located in the middle of the Town of Elizabeth. The application also involves zoning the property to Commercial Mixed Use (CMU) at annexation. We believe this proposal makes a lot of sense and are pleased to be working with you on this initial step in the development process.

The subject property is zoned Elbert County R-1 and consists of two residences as well as outbuildings. The property is located at the intersection of two major collectors, County Road 136 and South Elizabeth Street. The property is surrounded by apartments zoned CMU to the north, vacant land zoned Regional Commercial to the northeast, unincorporated, enclaved, residential property to the east, Planned Unit Development residential lots to the south, and Agricultural property to the west.

The subject property is enclaved, as it is surrounded by the corporate limits of the Town of Elizabeth on all sides. That said, the property has 100% contiguity, exceeding the 1/6 minimum contiguity outlined in Colorado Revised Statutes.

The proposed zoning of CMU is consistent with the Town of Elizabeth Comprehensive Plan which outlines mixed use as the recommended future land use designation. Additionally, the comprehensive plan states that "development of new projects in Elizabeth should focus on areas closer to the Town's core as a priority, and avoid the 'urban sprawl' of Elizabeth into the surrounding countryside". Consistent with what's stated in the comprehensive plan, we believe that incorporating this parcel into the Town limits and zoning the property for mixed use is both compatible with the surrounding land area and more sustainable from a future tax and infrastructure standpoint.

Existing well and septic would be abandoned upon development of the subject property, and the property is anticipated to be served by Town of Elizabeth water and sewer. Water and sewer connections both exist within range of the property due to the property being located within the middle of the Town's corporate limits.

While there is no set development plan or timeline at this time, we anticipate moving forward with platting the lot within the Town of Elizabeth once the property is annexed and zoned. Based on the community feedback received, future development is anticipated to involve a childcare facility or similar, compatible use.

We believe that the application meets all applicable Town of Elizabeth criteria and standards. We received good community feedback at our public meeting when discussing bringing this property in, and we find that it is most logical for this enclaved property to be brought into the Town of Elizabeth which will serve to support its tax base. We appreciate your thoughtful review and consideration of approval of our application.

Sincerely,

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

Darren Spradling

SPECIAL WARRANTY DEED

State Doc Fee: \$100.00
Recording Fee: \$18.00

THIS DEED is dated the 24th day of May, 2023, and is made between
(whether one, or more than one),

Kimberly F. Basler

the "Grantor" of the County of Elbert and State of Colorado and

Turn 2 Development LLC, a Colorado limited liability company

P.O. Box 2586

In Severalty, (whether one, or more than one), the "Grantee", whose legal address is ~~889 South Elizabeth Street~~, Elizabeth, CO 80107 of the County of Elbert and State of Colorado.

WITNESS, that the Grantor, for and in consideration of the sum of **One Million Dollars and No Cents (\$1,000,000.00)**, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of Elbert and State of Colorado described as follows:

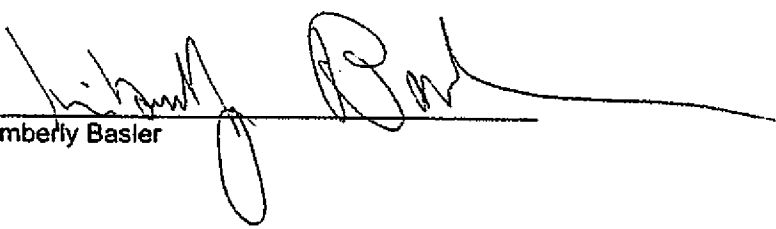
A Tract of land situated in the Southeast quarter of the Northeast quarter of Section 13, Township 8 South, Range 65 West of the 6th P.M., County of Elbert, State of Colorado, more particularly described as follows: Commencing at the Southeast corner of said Southeast quarter of the Northeast quarter thence North 89°21'41" West along the South line of said Southeast quarter of the Northeast quarter a distance of 370.75 feet to the West right of way line of Elizabeth Street and to the True Point of Beginning; Thence North 89°21'41" West along South line a distance of 269.92 feet; Thence North 2°10'53" West a distance of 315.98 feet; Thence South 89°21'41" East, a distance of 282.18 feet to the West right of way line of Elizabeth Street; Thence South 0°02'29" West along said West right of way line a distance of 315.62 feet to the Point of Beginning.

also known by street address as: 889 South Elizabeth Street, Elizabeth, CO 80107

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, the reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, and the Grantee's heirs and assigns forever. The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree that the Grantor shall and will **WARRANT THE TITLE AND DEFEND** the above described premises, in the quiet and peaceable possession of the Grantee and the heirs and assigns of the Grantee, against all and every person or persons claiming the whole or any part thereof, by, through, or under the Grantor except and subject to: Statutory Exceptions as defined in C.R.S. § 38-30-113(5)(a).

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.

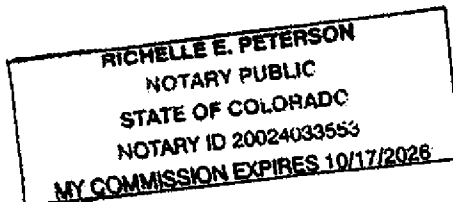


Kimberly Basler

State of Colorado
County of Douglas

The foregoing instrument was acknowledged before me this 24th day of May, 2023 by Kimberly Basler.

Notary Public:
My Commission Expires: 10/17/2026





Stewart Title Company
10851 S. Crossroads Dr., Suite B
Parker, CO 80134

Item 2.

Fax:

Date: March 1, 2024

Property Address: 899 South Elizabeth Street, Elizabeth, CO 80107

Buyer/Borrower: Turn 2 Development LLC, a Colorado limited liability company

Please direct all Closing inquiries to:

Rikki Peterson

Phone:

Fax:

Email Address:

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.

We Appreciate Your Business and Look Forward to Serving You in the Future.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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.

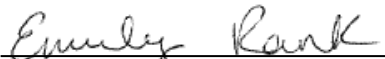
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, 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.


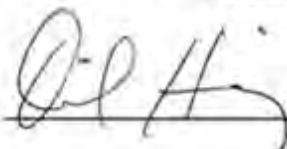
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


Authorized Countersignature
Stewart Title Company
10851 S. Crossroads Dr., Suite B
Parker, CO 80134




Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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File No.: 2260134 -IO

ALTA Commitment for Title Insurance (07-01-2021)

Page 1 of 4

COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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 countersignature 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 is not liable for any other amendment to this Commitment.

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File No.: 2260134 -IO

ALTA Commitment for Title Insurance (07-01-2021)

Page 2 of 4

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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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File No.: 2260134 -IO

ALTA Commitment for Title Insurance (07-01-2021)

Page 3 of 4

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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File No.: 2260134 -IO

ALTA Commitment for Title Insurance (07-01-2021)

Page 4 of 4



UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A : Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B : Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



WIRE FRAUD

ALERT

NOTIFICATION:

READ THIS BEFORE YOU WIRE FUNDS

WIRE FRAUD: THE THREAT IS REAL

Buying a home is an exciting time. You've saved, found the perfect home and planned the move. Now, the closing day for your home is just around the corner.

We want to make sure your home purchase doesn't get derailed by a dangerous threat that could keep you from getting the keys, painting walls and decorating. Criminals have stolen money meant for the purchase of homes through malicious wire fraud schemes targeting consumers across the country.

Criminals begin the wire fraud process way before the attempted theft occurs. Most often, they begin with a common social engineering technique called phishing. This can take the form of email messages, website forms or phone calls to fraudulently obtain private information. Through seemingly harmless communication, criminals trick users into inputting their information or clicking a link that allows hackers to steal login and password information.

Once hackers gain access to an email account, they will monitor messages to find someone in the process of buying a home. Hacks can come from various parties involved in a transaction, including real estate agents, attorneys or consumers. Criminals then use the stolen information to email fraudulent wire transfer instructions disguised to appear as if they came from a professional you're working with to purchase a home. If you receive an email with wiring instructions, don't respond. Email is not a secure way to send financial information. If you take the bait, your money could be gone in minutes.

What can I do to protect myself?

Despite efforts by the title industry and others to educate consumers about the risk, homebuyers continue to be targeted. Here are some tips on what you can do to protect yourself and/or your clients:

1. **If requested**, wiring instructions will be provided via an encrypted email.
2. **Call, don't email**: Confirm all wiring instructions by phone before transferring funds. Use the phone number from the title company's website or a business card.
3. **Be suspicious**: It's not common for title companies to change wiring instructions and payment info
4. **Confirm it all**: Ask your bank to confirm not just the account number but also the name on the account before sending a wire. The name on the account should state Stewart Title Company Escrow Account.
5. **Verify immediately**: You should call the title company or real estate agent to validate that the funds were received. Detecting that you sent the money to the wrong account within 24 hours gives you the best chance of recovering your money from the hackers.
6. **Forward, don't reply**: When responding to an email, hit the "forward" button instead of clicking the "reply" button, and then start typing the person's email address. Criminals use email addresses that are very similar to the real one for a company. By typing in email addresses, you will make it easier to discover if a fraudster is after you.

**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

Item 2.

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Stewart Title Company
Issuing Office: 10851 S. Crossroads Dr., Suite B, Parker, CO 80134
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 2260134 -IO
Issuing Office File Number: 2260134 -IO
Property Address: 899 South Elizabeth Street, Elizabeth, CO 80107
Revision Number:

1. **Commitment Date:** February 29, 2024 at 8:00AM

2. **Policy to be issued:** **Proposed Amount of Insurance**

(a) 2021 ALTA® Owner's Policy
Proposed Insured: Turn 2 Development LLC, a Colorado limited liability company

(b) ALTA® _____
Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**

FEE SIMPLE

4. **The Title is, at the Commitment Date, vested in:**

Turn 2 Development LLC, a Colorado limited liability company

5. **The Land is described as follows:**

See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued:

Informational Title Commitment

\$750.00

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 1 of 5



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**EXHIBIT "A"****LEGAL DESCRIPTION**

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2260134 -IO

A Tract of land situated in the Southeast quarter of the Northeast quarter of Section 13, Township 8 South, Range 65 West of the 6th P.M., County of Elbert, State of Colorado, more particularly described as follows: Commencing at the Southeast corner of said Southeast quarter of the Northeast quarter thence North 89°21'41" West along the South line of said Southeast quarter of the Northeast quarter a distance of 370.75 feet to the West right of way line of Elizabeth Street and to the True Point of Beginning; Thence North 89°21'41" West along South line a distance of 269.92 feet; Thence North 2°10'53" West a distance of 315.98 feet; Thence South 89°21'41" East, a distance of 282.18 feet to the West right of way line of Elizabeth Street; Thence South 0°02'29" West along said West right of way line a distance of 315.62 feet to the Point of Beginning.

For Informational Purposes Only: 899 South Elizabeth Street, Elizabeth, CO 80107

APN: 8513100118, R109423

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 5



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2260134 -IO

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. NONE.

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

FOR INFORMATIONAL PURPOSES ONLY:

Vesting:

Warranty Deed recorded June 1, 2023, [in Book 835 at Page 820 as Reception No. 627088](#).
Statement of Authority recorded June 1, 2023 [in Book 835 at Page 821 as Reception No. 627089](#).

Please be advised that our search did not disclose any open Deed of Trust of record. If you should have knowledge of any outstanding obligations, please contact the Title Department immediately for further review Prior to closing.

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

Page 3 of 5

**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2260134 -IO

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, 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 the public records.
5. 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.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. The effect, tax, assessment, fee or charge by reason of inclusions in any general or specific water conservancy, fire protection, soil conservation or other district or inclusion in any water service or street improvement area.
10. Subject to reservations of (1) 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 the local customs, laws and decisions of courts ; (2) right of the proprietor of any 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, (3) right of way for any ditches or canals constructed by authority of the United States, as set forth in U.S. Patent [Document No. 15703](#), BLM Serial No. CO0460_.072, issued January 5, 1892 to Friederick Tiedemann, as posted in the Bureau of Land Management, General Land Office Records and recorded November 14, 1874 [in Book 1 at Page 285](#).

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 4 of 5



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

Item 2.

ISSUED BY
STEWART TITLE GUARANTY COMPANY

11. Plateau Natural Gas Company Right-of-Way recorded March 6, 1963 [in Book 251 at Page 193 as Reception No. 175427](#) and Conveyance of Easements and Rights-of-Way recorded January 19, 1970 [in Book 271 at Page 451 as Reception No. 187901](#).
12. Existing unrecorded leases, if any.

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 5 of 5



SELLERS:

BUYERS: Turn 2 Development LLC, a Colorado limited liability company

PROPERTY: 899 South Elizabeth Street, Elizabeth, CO 80107

DATE: _____, 2024

DISCLOSURE REGARDING FUNDS FOR CLOSING

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

AFFILIATED BUSINESS DISCLOSURE

This is to give you notice that Rocky Mountain Recording Services has a business relationship with Stewart Title Company and its affiliated and subsidiary companies. Stewart Title Company and Rocky Mountain Recording Services share common ownership. Stewart Title Company is wholly owned by Stewart Title Guaranty Company which shares the same parent company as Rocky Mountain Recording Services. Because of this relationship, this referral may provide Rocky Mountain Recording Services and Stewart a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the above provider as a condition for settlement of this transaction on the above referenced property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Colorado Recording Fee Schedule	
Processing/Verification Fee:	
Per Escrow File	\$30.00
E-Recording Fee:	
Per Document.....	\$5.00
Government Recording Fees:	
Per Document Fees	
1st Page	\$13.00
Each Additional Page.....	\$ 5.00

DISCLOSURES

Item 2.

File No.: 2260134 -IO

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. 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

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Stewart Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. 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
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice (“Notice”) explains how we and our affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “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 your information. Pursuant to Title V of the Gramm-Leach Bliley Act (“GLBA”) and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver’s license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates’, and others’ products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for material purposes that are different, unrelated, or incompatible purposes without providing you notice. Item 2.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart’s affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent 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 non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an “opt out” request to OptOut@stewart.com, or contact us through other available methods provided under “Contact Information” in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020 (“CPRA”), we are providing this **Privacy Notice** (“CCPA Notice”). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart’s website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice. Item 2.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at OptOut@stewart.com; or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

<https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
 Attn: Mary Thomas, Chief Compliance and Regulatory Officer
 1360 Post Oak Blvd., Ste. 100, MC #14-1
 Houston, TX 77056

URGENT WARNING ABOUT WIRE FRAUD AND WIRING INSTRUCTIONS - PROTECT YOURSELF

Think of the large amounts of money changing hands as part of your real estate transaction. This makes you a target for criminals who send emails to home buyers and sellers and their real estate or mortgage brokers with false wiring instructions. Instead of your money being sent to the proper account, it ends up in the fraudster's account.

If a third party sends you false information and you wire your money to the account they provide, it is likely you may never recover the money. The money is just gone.

How do you avoid being scammed?

- ▶ To ensure receiving or sending wiring instructions in the safest manner possible, they should be obtained or delivered in person or from an initial order package you received or in the mail from your Stewart Title Company representative.
- ▶ Before wiring funds, always call and speak with your Stewart Title Company representative to verify instructions using the contact information you received in your initial order package or in person.
- ▶ Never rely on email for wiring instructions as accounts can be faked or hacked and messages can be intercepted.
- ▶ If at any point during a transaction you receive changes to the wiring instructions you have been provided, this is a huge red flag. Immediately call your Stewart Title Company representative for verification. Always use a verified telephone number -never the number in the email with the wiring instructions.



TOWN OF ELIZABETH
COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT B



REFERRAL RESPONSE SUMMARY REPORT

Date: April 18, 2024

To: Grace Erickson, Providence Consulting, LLC

From: Alexandra Cramer, Planner/Project Manager

Subject: A 2-acre parcel located in unincorporated Elbert County, requesting to annex into the Town of Elizabeth and rezone to CMU, Commercial Mixed-Use District

Please see the following summary of review comments from Town staff/consultants and external reviewing agencies for your Annexation and Rezone submittals. If you have questions about any comment, please do not hesitate to reach out to the reviewer who made the comment. You may also contact me at [REDACTED] or via email at [REDACTED] if you have any questions.

TOWN REVIEW COMMENTS

Town of Elizabeth Community Development

- The proposed annexation and rezoning to the Commercial Mixed Use (CMU) District represents a logical and compatible progression for the site in question. Surrounded by incorporated Town properties to the north, south, and west, the proposed change will have no significant adverse impact on neighboring areas.
- The CMU district aligns with the existing landscape, considering the commercial properties on the north end of the street, multi-family housing directly north of the site, and the surrounding single-family homes to the south, east, and west. This compatibility underscores the suitability of the CMU designation for fostering balanced growth and development within the community.

Terracina Design (Civil Engineering):

- The requested application for Annexation and Re-zone does not require any form of Grading or Drainage analysis, and as such Engineering has no comments relative to this application.
- For use in future applications, it is noted that additional street right of way may be required along the North, East and South sides of this property, as may be determined by the Town Traffic Engineer.

Elizabeth Public Works:

- Public Works can serve Water and Sanitary Sewer Services to 889 S Elizabeth St.
- Water tie-in point is in S Elizabeth St.
- Sanitary Sewer tie-in point is in S Elizabeth St.(northeast corner of 889 S Elizabeth St
- Visit Town website at townofelizabeth.org, search under Public Works then Documents and Specifications for:
 - Water and Sewer Standards



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

- Street Standards
- GESC Standards
- Storm Water Standards

EXTERNAL REFERRAL AGENCY COMMENTS:

CORE Electric Cooperative:

- CORE Electric Cooperative approves the Annexation and Rezone.
- CORE has reviewed the contents in the above-referenced referral response packet. We reviewed the project for maintaining our existing facilities, utility easements, electric loading, and service requirements. We are advising you of the following concerns and comments:
 - CORE has existing underground/overhead electric facilities on the subject property. CORE will maintain these prescriptive rights and facilities unless otherwise requested by the applicant to modify them under the CORE's current extension policies.

Black Hills Energy

- No comment.

Stolfus & Associates:

- At time of platting: Verify the existing right-of-way (ROW) from centerline west to the subject property line. The desired ROW for Elizabeth St (arterial roadway) is 90-ft. If less than 45-ft of existing ROW exists west of centerline then the applicant shall dedicate ROW along the property frontage to make up the difference.
- The applicant will share an access point with the neighboring property to the north.
- Please provide a traffic memo at site plan. The traffic memo shall include:
 - the results of an existing traffic count,
 - a traffic generation estimate for the proposed use(s)
 - an evaluation of existing and post-development traffic volumes at the proposed access point, and
 - a recommendation regarding the need for auxiliary lanes.

Elizabeth Fire Protection District:

- Access:
 - Will be addressed at site plan review.
- Fire Flow:
 - Fire flow will be required through the Town hydrant system and will be assessed at the site plan and building plans for the property.
- Impact Fees:
 - Impact fees will be collected before issuance of building permit.
- A review fee of \$142.00 is due upon receipt.

SAFEbuilt:



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

- Project will be reviewed per the 2018 IBC family of codes as adopted by the Town of Elizabeth.

Elizabeth School District

- No comment.

Elizabeth Police Department

- The Police Department has no issue with the annexation. There is no impact in providing police services.

Elbert County Community Development

- Elbert County Planning Department has no concerns on the parcel annexation and rezone.



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT C

AFFIDAVIT

I, Gabe Erickson, hereby certify that on July 11, 2024, I began researching the notices with the Elbert County Office of the County Assessor by submitting a Radius Report Application, see Exhibit 1, *Radius Report Application*, attached hereto. The attached list was received from the Elbert County Office of the County Assessor on July 15, 2024, see Exhibit 2, *Owner and Addresses*, and contains the names and addresses of all persons to whom all property is assessed as they appear on the latest available assessment roll of the County within the area described and for a distance of five-hundred feet (500') from the exterior boundaries of property legally described as:

A Tract of land situated in the Southeast quarter of the Northeast quarter of Section 13, Township 8 South, Range 65 West of the 6th P M, County of Elbert, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast quarter of the Northeast quarter thence North 89°21'41" West along the South line of said Southeast quarter of the Northeast quarter a distance of 370.75 feet to the West right of way line of Elizabeth Street and to the True Point of Beginning; Thence North 89°21'41" West along South line a distance of 269.92 feet; Thence North 2°10'53" West a distance of 315.98 feet; Thence South 89°21'41" East, a distance of 282.18 feet to the West right of way line of Elizabeth Street; Thence South 0°02'29" West along said West right of way line a distance of 315.62 feet to the Point of Beginning.



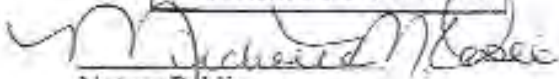
Signature

STATE OF COLORADO)
) ss
COUNTY OF Elbert)

Subscribed and sworn to before me this 16 day of July, 2024, by
Michelle M. Oeser

My commission expires: May 2, 2026

(SEAL) MICHELLE M OESER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20084017067
MY COMMISSION EXPIRES MAY 02 2026



Notary Public



ELBERT COUNTY
OFFICE OF THE
COUNTY ASSESSOR



Radius Report Application

This report generates a list of owners and their addresses within a certain distance (radius) of a given property boundary. The distance from the boundary is either 500' or a 1320' (1/4 mile).

Date 07/11/2024

Owner Name Turn 2 Development, LLC

Owner Phone [REDACTED]

Is applicant the owner? No

Applicant Providence Consulting, LLC

Applicant Phone [REDACTED]

Email Address [REDACTED]

Is the report for a single parcel, multiple parcels, or driven from a GIS shape/GDB file?

Report Type Single Parcel

Property Identification Situs Addr

Street Address 889 South Elizabeth Street, Elizabeth CO 80107


Radius 500'

There is a \$25 charge for this report. This covers the cost to develop the report. The results will be sent via the email address listed above. If you wish to use the online payment center, please click on the link below and select Radius Report:

[Online payment Center](#)

Paid No

If payment is not received at the time of the application submittal, an invoice will be sent. The report will not be sent until payment has been received.

Signature 

Phone: (303) 621-3101

Address: 221 Comanche Street

P.O. Box 26

Kiowa, CO 80117

Email: assessor@elbertcounty-co.gov

Website: <https://www.elbertcounty-co.gov/264/Assessor>

Item 2.

	A	B	C	D	E	F
1	Account Nu	Owner	Address 2	City	State	ZipCode
2	R108869	ELIZABETH TOWN BOARD		ELIZABETH	CO	80107-0159
3	R121908	JOHNSON JUSTIN MATTHEW		ELIZABETH	CO	80107
4	R121908	JOHNSON TAWAN		ELIZABETH	CO	80107
5	R122267	CONNER GRADY		ELIZABETH	CO	80107
6	R122267	CONNER SONOMA		ELIZABETH	CO	80107
7	R122292	KNAPP ZANE ROBERT POWELL		ELIZABETH	CO	80107
8	R122292	KNAPP LAURA MARIE		ELIZABETH	CO	80107
9	R118753	NEIGHBORHOOD CARWASH AURORA LLC		CENTENNIAL	CO	80112
10	R108924	JUERGENS JEFFERY TAYLOR		ELIZABETH	CO	80107
11	R109453	DIESS MICHAEL A		ELIZABETH	CO	80107
12	R109453	TRUJILLO BERTHA E		ELIZABETH	CO	80107
13	R122315	ANDERSON ANGELA DAWN		ELIZABETH	CO	80107
14	R122315	ANDERSON MICHAEL SHANE		ELIZABETH	CO	80107
15	R122309	COMEAX JONAH JOEL		ELIZABETH	CO	80107
16	R122309	PAULSON EMILY REBEKAH		ELIZABETH	CO	80107
17	R121905	SWEETBRIAR HOMES INC		ELIZABETH	CO	80107
18	R122307	RABIDEAU TYLER SCOT		ELIZABETH	CO	80107
19	R122307	RABIDEAU HANNAH JEAN		ELIZABETH	CO	80107
20	R122311	SILZ HALEIGH ELIZABETH		ELIZABETH	CO	80107
21	R122311	CLAWSON BRIAN DANIEL		ELIZABETH	CO	80107
22	R122310	LOPEZ AUSTIN BLAKE HALL		ELIZABETH	CO	80107
23	R122310	COFFIN KENDRA JUNE		ELIZABETH	CO	80107
24	R122218	GOLD CREEK VALLEY HOMEOWNERS ASSOCIATION INC		CASTLE ROCK	CO	80109-1540
25	R122265	ARMSTRONG JOURNEY CORINNE		ELIZABETH	CO	80107
26	R122265	ARMSTRONG BRIAN CHRISTOPHER		ELIZABETH	CO	80107
27	R118754	GOODHUE ROGER D		FRANKTOWN	CO	80116
28	R122304	HACKETT SARAH KAY		ELIZABETH	CO	80107
29	R122304	HACKETT WADE ALLEN		ELIZABETH	CO	80107
30	R108865	PAULSON ROBERT D		ELIZABETH	CO	80107
31	R122302	SCIFO NICHOLAS G		ELIZABETH	CO	80107
32	R122302	SCIFO JULIE M		ELIZABETH	CO	80107

	A	B	C	D	E	F
33	R122266	HARPER SHAWN DOUGLAS		ELIZABETH	CO	80107
34	R121909	SPRADLING CORY		ELIZABETH	CO	80107
35	R121909	KRUEGER LINDA A		ELIZABETH	CO	80107
36	R121907	SWEETBRIAR HOMES INC		ELIZABETH	CO	80107
37	R109452	WILLIAMS STACY L		ELIZABETH	CO	80107
38	R122300	LAMB JOSHUA WILLIAM		ELIZABETH	CO	80107
39	R122300	LAMB NICOLE ALEXANDRA		ELIZABETH	CO	80107
40	R109423	TURN 2 DEVELOPMENT LLC		ELIZABETH	CO	80107
41	R122293	ALEXANDER SAMUEL LEE		ELIZABETH	CO	80107
42	R122293	ALEXANDER WHITNEY MAE		ELIZABETH	CO	80107
43	R122268	PROKOP PAMELA MEADOWS		ELIZABETH	CO	80107
44	R122305	SPERRY CORI CUSACK		ELIZABETH	CO	80107
45	R122305	SPERRY SHANE WILLIAM		ELIZABETH	CO	80107
46	R122319	SETYAN NORAYR NICK		ELIZABETH	CO	80107
47	R122319	SETYAN TAMARA		ELIZABETH	CO	80107
48	R122319	SETYAN ASHOT		ELIZABETH	CO	80107
49	R108866	HERNANDEZ RANDY		ELIZABETH	CO	80107
50	R121910	EDWARDS JEREMIAH DANIEL		ELIZABETH	CO	80107
51	R121910	EDWARDS KRISTIN		ELIZABETH	CO	80107
52	R122317	SCOTT ALICIA MARIE		ELIZABETH	CO	80107
53	R108873	TOWN OF ELIZABETH		ELIZABETH	CO	80107-0159
54	R108873	(ELIZABETH WATER ACTIVITY ENTERPRISE)		ELIZABETH	CO	80107-0159
55	R122316	LIEMMERTZ MELISSA		ELIZABETH	CO	80107
56	R122303	DOUGHERTY BRUCE RAY		ELIZABETH	CO	80107
57	R122318	COYLE DANIEL RICHARD		ELIZABETH	CO	80107
58	R122318	COYLE MEGAN RENEE		ELIZABETH	CO	80107
59	R122301	SANDOVAL JAMES BEN III		CASTLE ROCK	CO	80109
60	R122301	SAMS RACHEL NICOLE		CASTLE ROCK	CO	80109
61	R122314	NIGGEMANN NORTON JENNIFER		ELIZABETH	CO	80107
62	R122314	NIGGEMANN KARL DEWAYNE		ELIZABETH	CO	80107
63	R108872	TOWN OF ELIZABETH		ELIZABETH	CO	80107-0159
64	R108872	(ELIZABETH WATER ACTIVITY ENTERPRISE)		ELIZABETH	CO	80107-0159

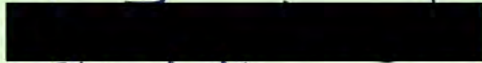
	A	B	C	D	E	F
65	R122299	WARNER RALPH STEVEN	S [REDACTED] YCT	ELIZABETH	CO	80107
66	R122299	WARNER KAREN JOY	[REDACTED] YCT	ELIZABETH	CO	80107
67	R122306	ALBERS DESIREE MARIE	[REDACTED] YCT	ELIZABETH	CO	80107
68	R122306	ALBERS TIMOTHY LARRY	[REDACTED] YCT	ELIZABETH	CO	80107
69	R109424	ELLIOTT STEVEN R	[REDACTED]	CENTENNIAL	CO	80122
70	R109424	ELLIOTT LINDA K	[REDACTED]	CENTENNIAL	CO	80122
71	R122312	ROBERTS ALLIE	[REDACTED]	ELIZABETH	CO	80107-8650
72	R122312	ROBERTS DANIEL	6 [REDACTED]	ELIZABETH	CO	80107-8650

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Sperry



Elizabeth, CO 80107



9590 9402 8395 3156 2367 42

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0074

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

[Signature]

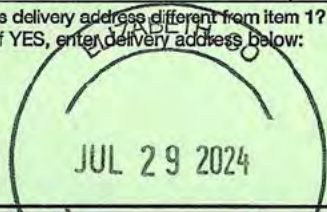
- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No



3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Item 2.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Setyan



Elizabeth, CO 80107



9590 9402 8395 3156 2366 81

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0012

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

[Signature]

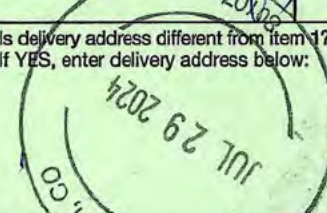
- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No



3. Service Type

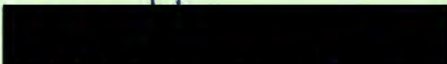
- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Knapp



Elizabeth, CO 80107



9590 9402 8395 3156 2369 19

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0234

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X

[Signature]

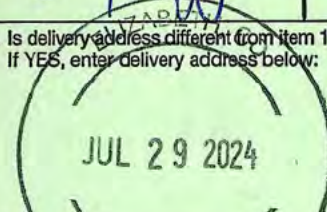
- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes

If YES, enter delivery address below: No



3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Page 50

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Emily Paulson
 [Redacted]
 Elizabeth, Co. 80107



9590 9402 8395 3156 2368 10

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0166

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]* Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No



3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Jonah Comeaux
 [Redacted]
 Elizabeth, Co. 80107



9590 9402 8395 3156 2370 84

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0395

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

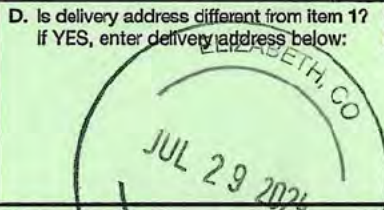
A. Signature

X *[Signature]* Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No



3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Roger Goodhue
 [Redacted]
 Elizabeth, Co. 80107



9590 9402 8395 3156 2369 64

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0302

PS Form 3811, July 2020 PSN 7530-02-000-9053

Domestic Return Receipt

COMPLETE THIS SECTION ON DELIVERY

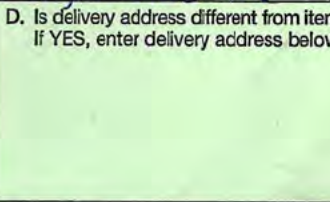
A. Signature

X *[Signature]* Agent
 Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No



3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Item 2.

Page 51

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Brian armstrong
 Elizabeth Co 80107



9590 9402 8395 3156 2371 14

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0449

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- Agent
- Addressee

B. Received by (Printed Name)

Brian C Armstrong

C. Date of Delivery

- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No



3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

Item 2.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Hackett
 Elizabeth, Co. 80107



9590 9402 8395 3156 2369 88

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0289

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- Agent
- Addressee

B. Received by (Printed Name)

Sarah Hackett

C. Date of Delivery

- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No



3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Robert Paulson
 Elizabeth, Co. 80107



9590 9402 8395 3156 2368 34

2. Article Number (Transfer from service label)

7022 3330 0000 6847 0159

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature

X *[Signature]*

- Agent
- Addressee

B. Received by (Printed Name)

Robert Paulson

C. Date of Delivery

- D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

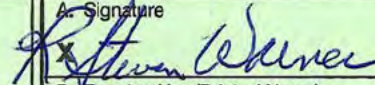



3. Service Type

- Adult Signature
- Adult Signature Restricted Delivery
- Certified Mail®
- Certified Mail Restricted Delivery
- Collect on Delivery
- Collect on Delivery Restricted Delivery
- Insured Mail
- Insured Mail Restricted Delivery (over \$500)
- Priority Mail Express®
- Registered Mail™
- Registered Mail Restricted Delivery
- Signature Confirmation™
- Signature Confirmation Restricted Delivery

Domestic Return Receipt

Page 52

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature  <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name) C. Date of Delivery	
Warner ██████████ Elizabeth CO 80107		R STEVEN WARNER 	
2. Article Number (Transfer from service label)		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
7022 3330 0000 6847 0036			
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

Item 2.

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name) C. Date of Delivery	
Michael Dress ██████████ Elizabeth, CO. 80107		MIKE DRESS 7-19-24	
2. Article Number (Transfer from service label)		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input checked="" type="checkbox"/> No	
7022 3330 0000 6847 0364		3. Service Type <input type="checkbox"/> Adult Signature <input type="checkbox"/> Adult Signature Restricted Delivery <input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Collect on Delivery Restricted Delivery <input type="checkbox"/> Insured Mail <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 		A. Signature <input checked="" type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee	
1. Article Addressed to:		B. Received by (Printed Name) C. Date of Delivery	
Johnson ██████████ Elizabeth, CO 80107		Justin Johnson 	
2. Article Number (Transfer from service label)		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
7022 3330 0000 6847 0258			
PS Form 3811, July 2020 PSN 7530-02-000-9053		Domestic Return Receipt	

Page 53

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Steven Elliott
 Centennial, Co. 80122

2. Article Number (Transfer from service label)
 7022 3330 0000 6847 0319

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 x [Signature]

B. Received by (Printed Name)
 Linda Elliott

C. Date of Delivery
 JUL 20 2024

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery (over \$500)

Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

Item 2.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Williams
 Elizabeth, Co
 80107

2. Article Number (Transfer from service label)
 7022 3330 0000 6847 0029

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 x [Signature]

B. Received by (Printed Name)
 Williams

C. Date of Delivery
 7-19-24

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery (over \$500)

Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Linda Krueger
 Elizabeth, Co. 80107

2. Article Number (Transfer from service label)
 7022 3330 0000 6847 0227

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 x [Signature]

B. Received by (Printed Name)
 Linda Krueger

C. Date of Delivery
 7/19/2024

D. Is delivery address different from item 1? Yes
 If YES, enter delivery address below: No

3. Service Type
 Adult Signature
 Adult Signature Restricted Delivery
 Certified Mail®
 Certified Mail Restricted Delivery
 Collect on Delivery
 Collect on Delivery Restricted Delivery
 Insured Mail
 Insured Mail Restricted Delivery (over \$500)

Priority Mail Express®
 Registered Mail™
 Registered Mail Restricted Delivery
 Signature Confirmation™
 Signature Confirmation Restricted Delivery

Domestic Return Receipt

Page 54

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Town of Elizabeth
 [Redacted]
 Elizabeth Co 80107



9590 9402 8395 3156 2371 38

2. Article Number (Transfer from service label)
 7022 3330 0000 6847 0401

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 [Signature] Agent Addressee

B. Received by (Printed Name) C. Date of Delivery
 Harmony Malakowich 7/19/24

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

Item 2.

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Bertha Trejillo
 [Redacted]
 Elizabeth, Co. 80107



9590 9402 8395 3156 2367 11

2. Article Number (Transfer from service label)
 7022 3330 0000 6847 004300

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 [Signature] Agent Addressee

B. Received by (Printed Name) C. Date of Delivery
 MIKE DRESS 7-19-24

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery

Domestic Return Receipt

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:
 Lamb
 [Redacted]
 Elizabeth, Co. 80107



9590 9402 8395 3156 2368 96

2. Article Number (Transfer from service label)
 7022 3330 0000 6847 0210

PS Form 3811, July 2020 PSN 7530-02-000-9053

COMPLETE THIS SECTION ON DELIVERY

A. Signature
 [Signature] Agent Addressee

B. Received by (Printed Name) C. Date of Delivery

D. Is delivery address different from item 1? Yes No
 If YES, enter delivery address below:

3. Service Type
- Adult Signature
 - Adult Signature Restricted Delivery
 - Certified Mail®
 - Certified Mail Restricted Delivery
 - Collect on Delivery
 - Collect on Delivery Restricted Delivery
 - Insured Mail
 - Insured Mail Restricted Delivery (over \$500)
 - Priority Mail Express®
 - Registered Mail™
 - Registered Mail Restricted Delivery
 - Signature Confirmation™
 - Signature Confirmation Restricted Delivery



Domestic Return Receipt

Page 55

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X </p>
<p>1. Article Addressed to:</p> <p>Randy Hernandez  Elizabeth, Co. 80107</p>	<p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>9590 9402 8395 3156 2371 52</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>ELIZABETH, CO</p>
<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature <input type="checkbox"/> Priority Mail Express®</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery <input type="checkbox"/> Registered Mail™</p> <p><input checked="" type="checkbox"/> Certified Mail® <input type="checkbox"/> Registered Mail Restricted Delivery</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery <input type="checkbox"/> Signature Confirmation™</p> <p><input type="checkbox"/> Collect on Delivery <input type="checkbox"/> Signature Confirmation Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p>2. Article Number (Transfer from service label)</p> <p>9589 0710 5270 0180 3025 02</p>	<p>ELIZABETH, CO</p> <p>JUL 24 2024</p>
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt</p>	

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY
<ul style="list-style-type: none"> Complete items 1, 2, and 3. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits. 	<p>A. Signature <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p> <p>X </p>
<p>1. Article Addressed to:</p> <p>pamela Prokop  Elizabeth, Co 80107</p>	<p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>9590 9402 8395 3156 2368 27</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>ELIZABETH, CO</p> <p>JUL 24 2024</p>
<p>2. Article Number (Transfer from service label)</p> <p>7022 3330 0000 6847 0142</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
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<p>1. Article Addressed to:</p> <p>Shawn Harper  Elizabeth, Co. 80107</p>	<p>B. Received by (Printed Name)</p> <p>C. Date of Delivery</p>
<p>2. Article Number (Transfer from service label)</p> <p>9590 9402 8395 3156 2369 57</p>	<p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No</p>
<p>2. Article Number (Transfer from service label)</p> <p>7022 3330 0000 6847 0272</p>	<p>3. Service Type</p> <p><input type="checkbox"/> Adult Signature</p> <p><input type="checkbox"/> Adult Signature Restricted Delivery</p> <p><input checked="" type="checkbox"/> Certified Mail®</p> <p><input type="checkbox"/> Certified Mail Restricted Delivery</p> <p><input type="checkbox"/> Collect on Delivery</p> <p><input type="checkbox"/> Collect on Delivery Restricted Delivery</p> <p><input type="checkbox"/> Insured Mail</p> <p><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</p>
<p>PS Form 3811, July 2020 PSN 7530-02-000-9053 Domestic Return Receipt</p>	

SIGN POSTING AFFIDAVIT



Elizabeth Street



CR 136

The above sign was posted on July 22, 2024, pursuant to the Town of Elizabeth Land Development Code, by Turn 2 Development, LLC (Applicant).

Ragan Pace
Signature

STATE OF COLORADO)
COUNTY OF Denver) ss.

Subscribed and sworn to before me this 23rd day of July, 2024, by Ragan Pace

My commission expires: January 11th, 2027

(SEAL)



Ragan Pace
Notary Public

WA COMMISSION EXPIRES JAN 11 2022
NOTARY ID 20124018388
NOTARY PUBLIC - STATE OF COLORADO
KAYLA RYCE

PUBLISHER'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF ELBERT)

NOTICE OF PUBLIC HEARING

Notice is hereby given that the Planning Commission and Board of Trustees shall hold public hearings concerning an initial zoning request to the Commercial Mixed Use (CMU) District for the property described in Exhibit A and located at 889 S Elizabeth Street, pursuant to the Town of Elizabeth Land Development Ordinance.

A public hearing is to be held before the Planning Commission on August 6, 2024 at 6:30 p.m. and a public hearing before the Board of Trustees on August 27, 2024 at 7:00 p.m., or as soon as possible thereafter. The public hearings shall be held in the Town Hall, 151 South Banner Street, Elizabeth, Colorado, or at such other time or place in the event these hearings are adjourned. Further information is available through the Town Community Development Department at (303) 646-4166.

ALL INTERESTED PERSONS MAY ATTEND. EXHIBIT A (legal description) A Tract of land situated in the Southeast quarter of the Northeast quarter of Section 13, Township 8 South, Range 65 West of the 6th P.M., County of Elbert, State of Colorado, more particularly described as follows:

Commencing at the Southeast corner of said Southeast quarter of the Northeast quarter thence North 89°21'41" West along the South line of said Southeast quarter of the Northeast quarter a distance of 370.75 feet to the West right of way line of Elizabeth Street and to the True Point of Beginning;
Thence North 89°21'41" West along South line a distance of 269.92 feet;
Thence North 2°10'53" West a distance of 315.98 feet;
Thence South 89°21'41" East, a distance of 282.18 feet to the West right of way line of Elizabeth Street;
Thence South 0°02'29" West along said West right of way line a distance of 315.62 feet to the Point of Beginning.

Published July 4, 2024
In Ranchland News
Legal No. 199

I, Nikki Lister, do solemnly affirm that I am the Publisher of RANCHLAND NEWS; that the same is a weekly newspaper published at Simla, County of Elbert, State of Colorado, and has a general circulation therein; that said newspaper has been continuously and uninterruptedly published in said County of Elbert for a period of at least 52 consecutive weeks next prior to the first publication of the annexed notice, that said newspaper is entered in the post office at Calhan, Colorado as second class mail matter and that said newspaper is a newspaper within the meaning of the Act of the General Assembly of the State of Colorado, approved March 30, 1923, and entitled "Legal Notices and Advertisements," with other Acts relating to the printing and publishing of legal notices and advertisements. That the annexed notice was published in the regular and entire issue of said newspaper, once each week for one successive weeks; that the first publication of said notice was in the Issue of said newspaper dated;

July 4, 2024

and the last publication of said notice was in the issue of said newspaper dated;

July 4, 2024

and that copies of each number of said paper in which said notice and/or list was published were delivered by carriers or transmitted by mail to each of the subscribers of said newspaper, Ranchland News, according to the accustomed mode of business in this office.

Nikki Lister

Publisher

The above certificate of publication was subscribed and affirmed to before me, a Notary Public, to be the identical person described in the above certificate, on the

4 day of July, 2024, 2024

Jennifer Lister
Notary Public

February 20, 2028

(My Notary Public Commission Expiration Date)

**JENNIFER LISTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244007249
MY COMMISSION EXPIRES FEBRUARY 20, 2028**



STAFF REPORT

PUD Amendment Application

Elizabeth 86/Legacy Village PUD

- Applicant:** E86 JV
- Location:** Southwest corner of Highway 86 and Hinds Street (Exhibit A)
-
- Exhibit A:** Elizabeth 86 – PUD Zoning Document
- Exhibit B:** Elizabeth 86 – PUD Guide
- Exhibit C:** Applicant's Submittal Documents
- Exhibit D:** Referral Agency Complined Comments
- Exhibit E:** Public Notice

Applicant Request

The Applicant, E86 JV, represented by Jim Marshall, requests the Planning Commission provide a recommendation of approval to the Board of Trustees for an amendment to the Elizabeth 86/Legacy Village Planned Unit Development (PUD). The amendment primarily involves the conversion of Planning Area 1 (PA-1) from Commercial Mixed-Use (CMU) to Regional Commercial (RC), along with updates to Section III - Land Use Regulations of the PUD Guide to reflect this change. PA-1 is a 5.2-acre parcel located at the southwest corner of Highway 86 and Hinds Street in the Town of Elizabeth, CO.

Proposal Summary:

The Applicant proposes to amend the Elizabeth 86/Legacy Village Planned Unit Development (PUD) plan and guide. The Elizabeth 86/Legacy Village development consists of approximately 98.5 acres, with the proposed amendment specifically affecting Planning Area 1 (PA-1), which comprises 5.2 acres fronting Highway 86. The proposal seeks to change the designation of PA-1 from Commercial Mixed Use (CMU) to Regional Commercial (RC). This change will be reflected in updates to both the Planned Unit Development Plan and Guide. Specifically, Section III of the PUD Guide, Land Use Regulations, will be revised to incorporate the RC land use regulations for PA-1, replacing the current CMU regulations. This includes an



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

intent statement, lists of uses permitted by right and by special review, accessory uses and building regulations, and development standards. The Land Use Chart under subsection E will also be updated, notably indicating an allowed 50% of impervious surface, which translates to a proposed maximum density of 113,256 square feet. The land use regulations as indicated in the Elizabeth 86/Legacy Village PUD Guide all closely align with the regulations in Chapter 16, Article I of the Elizabeth Municipal Code. The change to Regional Commercial (RC) is proposed to allow for future development that aims to meet current market demands for commercial and retail uses along the Highway 86 corridor. The proposal aligns with the Town's 2019 Comprehensive Plan, which identifies this area for retail/commercial development.

Background:

The Elizabeth 86/Legacy Village Planned Unit Development (PUD) was approved in 2018 under Ordinance 18-10. The development encompasses approximately 98 acres and includes a total of 383 approved residential units, of which approximately 90% have been constructed. The PUD includes 30.7 acres dedicated to parks and open space.

The only portion of the PUD designated for commercial development is Planning Area 1 (PA-1), which is the subject of this proposed amendment. PA-1 comprises 5.2 acres located at the southwest corner of Highway 86 and Hinds Street. Currently, the Planned Unit Development Plan identifies this area as zoned for Commercial Mixed Use (CMU).

It's important to note that when establishing the zoning districts and land use regulations for the various planning areas within the PUD, consideration was given to align closely with Chapter 16, Article I of the Elizabeth Municipal Code.

Surrounding Land Uses:

North: North side of Hwy 86 – vacant land in unincorporated Elbert County, agricultural land in Town

South: Single-Family Residential

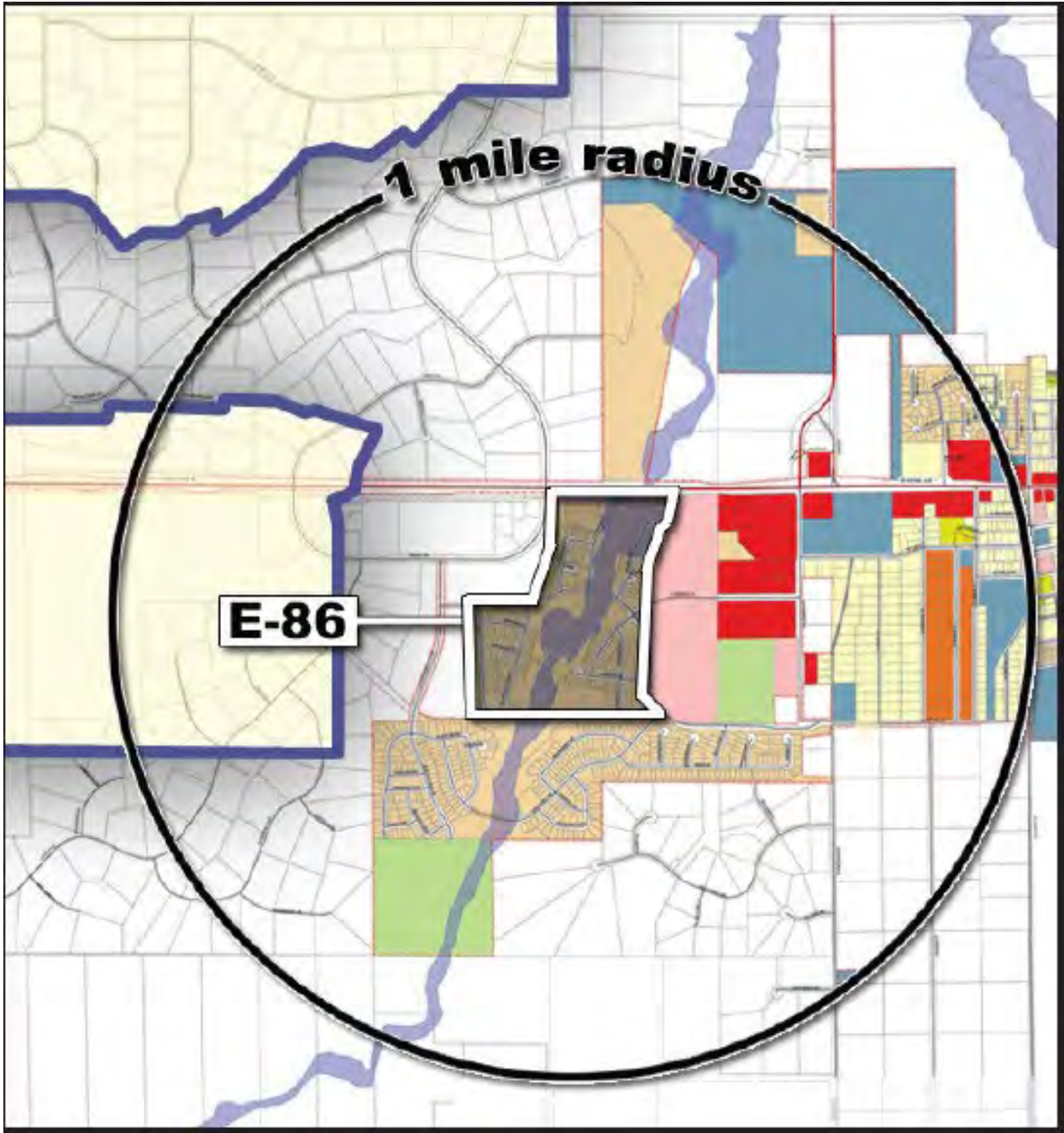
East: Vacant Land

West: Vacant Land



TOWN OF ELIZABETH
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General Project Location





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Approval Criteria:

Section 16-1-240 (f) of the EMC includes criteria for the Planning Commission and Board of Trustees to consider in rendering a recommendation or a final decision on the proposal. The criteria are as follows:

1. A need exists for the proposal;
2. The particular parcel of ground is indeed the correct site for the proposed development;
3. There has been an error in the original zoning; or
4. There have been significant changes in the area to warrant a zone change;
5. Adequate circulation exists and traffic movement would not be impeded by development; and
6. Additional municipal service costs will not be incurred which the Town is not prepared to meet.
7. There are minimal environmental impacts or impacts can be mitigated.
8. The proposal is consistent with the Town Master Plan maps, goals and policies.
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land use.

Case Analysis:

Staff finds that the proposal displays conformance with the applicable provisions of the EMC and the Elizabeth Comprehensive Plan:

Elizabeth Municipal Code (EMC): The rezoning process requires Community Development staff to review and refer the application to various agencies for comments and responses within a 25-day time frame. No objections were raised to the rezoning.



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT



Comprehensive Plan: The Town's Future Land Use map (included in the Comprehensive Plan) indicates retail/commercial land uses on the property. The proposed RC zoning district would allow for more of a variety of commercial uses than those indicated in the CMU zoning district. The proposed amendment for this location continues to support all five goals outlined in the Future Land Use and Development chapter of the Comprehensive Plan.

Neighborhood Meeting:

A neighborhood meeting was held at Town Hall on Monday April 15th, 2024. There were no attendees from the public. The applicant met Elizabeth Municipal Code requirement 16-1-240(b)(2).

Findings and Staff Recommendation:

The amendment to the Elizabeth 86/Legacy Villages PUD application has been reviewed and approved by the development review team and staff in accordance with Chapter 16 of the EMC.

Findings:

1. A need exists for the proposal; **The rezoning from CMU to RC addresses a current market demand for expanded commercial opportunities along the Highway 86 corridor.**
2. The particular parcel of ground is indeed the correct site for the proposed development; **PA-1's location at the intersection of Highway 86 and Hinds Street makes it well-suited for regional commercial development.**
3. There has been an error in the original zoning; **No evidence suggests an error in the original zoning. This amendment is based on changing market conditions rather than a correction.**



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

4. There have been significant changes in the area to warrant a zone change; **The ongoing development of the surrounding area and increased traffic along Highway 86 support the proposed change to RC zoning.**
5. Adequate circulation exists and traffic movement would not be impeded by development; **While the rezoning is expected to increase traffic, future development applications will require updated traffic impact studies to ensure adequate circulation.**
6. Additional municipal service costs will not be incurred which the Town is not prepared to meet. **The proposed RC zoning is not anticipated to incur additional municipal service costs beyond what the Town is prepared to meet.**
7. There are minimal environmental impacts or impacts can be mitigated. **The site has been previously planned for development, and no significant new environmental impacts are anticipated. Any potential impacts will be addressed during the site plan review process.**
8. The proposal is consistent with the Town Master Plan maps, goals and policies. **The proposal aligns with the 2019 Comprehensive Plan, which identifies this area for retail/commercial development.**
9. There is adequate waste and sewage disposal, water, schools, parks and recreation, and other services to the proportional degree necessary due to the impacts created by the proposed land use. **Existing infrastructure planning for the PUD includes provisions for waste, sewage disposal, water, and other necessary services.**

Staff Recommendation:

Based on the analysis above, staff finds that the proposed amendment to the Elizabeth 86/Legacy Village Planned Unit Development (PUD) meets the criteria for a PUD amendment as set forth in Chapter 16 of the Elizabeth Municipal Code. The amendment is consistent with the Town's Comprehensive Plan and aligns with the development goals for the area. Staff recommends the Planning Commission offer a recommendation for approval of Ordinance 24-10 to the Board of Trustees with no further conditions.



TOWN OF ELIZABETH
COMMUNITY DEVELOPMENT DEPARTMENT

ATTACHMENT(S)

Ordinance 24-10

Exhibit A

Exhibit B

Exhibit C

Exhibit D

Exhibit E

ORDINANCE 24-10

AN ORDINANCE AMENDING THE PLANNED UNIT DEVELOPMENT (PUD) ZONING FOR THE PROPERTY GENERALLY KNOWN AS THE E-86 PUD

BE IT ORDAINED BY THE BOARD OF TRUSTEES FOR THE TOWN OF ELIZABETH, COLORADO, THAT:

Section 1. Findings of Fact.

- A. The Town desires to rezone certain property by amending the existing Planned Unit Development (PUD) zoning known as the E-86 PUD for the property more particularly described in **Exhibit A**, attached hereto and incorporated herein by this reference (the "Property").
- B. Public notice has been given of such rezoning pursuant to Section 16-4-30 of the Town of Elizabeth Municipal Code more than fifteen (15) days in advance of the public hearing.
- C. A need exists for rezoning the Property pursuant to Sections 16-1-190 and 16-1-240 by amending the E-86 PUD as set forth in the revised Development Guide and Zoning Map.

Section 2. The Property identified in **Exhibit A** is hereby rezoned to reflect the amendments to the E-86 PUD according to the amended Development Guide attached as **Exhibit B**, and incorporated herein by this reference.

Section 3. The Zoning Ordinance and Zoning Map are hereby amended to conform with the zoning change for the Property.

Section 4. Severability. If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or enforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance, the intent being that the same are severable.

Section 5. The Board of Trustees hereby finds, determines and declares that this Ordinance is promulgated under the general police power of the Town, that it is promulgated for the health, safety and welfare of the public, and that this Ordinance is necessary for the preservation of health and safety and for the protection of public convenience and welfare. The Board of Trustees further determines that the Ordinance bears a rational relation to the proper legislative object sought to be attained.

Section 6. This Ordinance shall become effective thirty (30) days after publication.

Read and approved at a meeting of the Board of Trustees of the Town of Elizabeth, Colorado, this ____ day of _____, 2024.

Passed by a vote of _____ for and _____ against and ordered published.

Tammy Payne, Mayor

ATTEST

Michelle M. Oeser, Town Clerk



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT A

Elizabeth 86 - PUD Zoning Document

A PARCEL OF LAND LOCATED IN THE NORTH HALF OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ELBERT COUNTY, COLORADO

INDEX

Cover Sheet / Legal Description / Introduction	1
Existing Conditions / Surrounding Area	2
Zoning Exhibit	3-4
Trail and Open Space	5
Relationship to Town Code / Master Plan	6-7
Engineering Drawings	8

LEGAL PROPERTY DESCRIPTION

A parcel of land located in the north half of section 13, township 8 south, range 65 west of the sixth principal meridian, Elbert County, Colorado, being more particularly described as follows:

Beginning at the center quarter corner of said section 13; Thence north 89° 21' 12" west, along the south line of the northwest quarter of said section 13, a distance of 1504.30 Feet to the southeast corner of Tract P as described in Wild Pointe final plat recorded under reception number 436639, Elbert County public records;

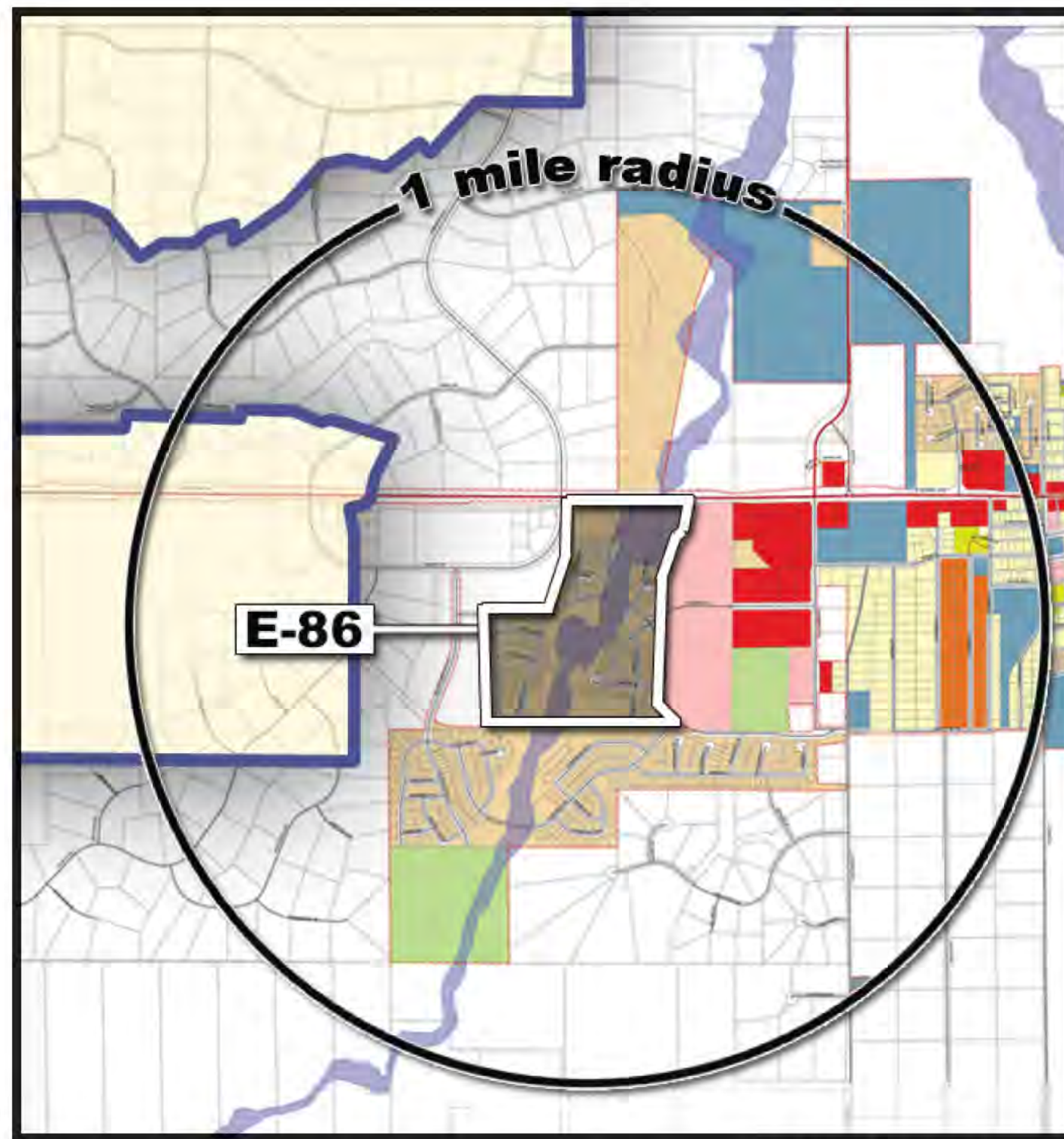
Thence along the east boundary of said wild pointe final plat the following six (6) courses:

1. North 02° 30' 50" west, a distance of 1323.25 Feet to a point;
2. North 89° 16' 42" east, a distance of 839.07 Feet to a point;
3. North 05° 41' 30" west, a distance of 35.33 Feet to a point;
4. North 17° 19' 43" east, a distance of 412.93 Feet to a point;
5. North 12° 35' 08" east, a distance of 352.18 Feet to a point;
6. North 00° 00' 00" east, a distance of 487.29 Feet to a point on the south right-of-way line of state highway 86;

Thence along the said south right-of-way line the following seven (7) courses:

1. South 89° 13' 08" east, a distance of 549.76 Feet to a point;
2. North 20° 54' 28" east, a distance of 12.62 Feet to a point;
3. North 89° 55' 23" east, a distance of 108.37 Feet to a point;
4. South 82° 46' 59" east, a distance of 301.53 Feet to a point;
5. South 89° 21' 17" east, a distance of 99.70 Feet to a point;
6. North 84° 24' 43" east, a distance of 58.58 Feet to a point;
7. South 89° 16' 50" east, a distance of 263.62 Feet to the northwest corner of that parcel of land recorded under reception number 467142, Elbert County records;

Thence along the west boundary of said parcel of land the following



VICINITY MAP

six (6) courses:

1. South 11° 51' 39" west, a distance of 381.82 Feet to a point;
 2. South 84° 18' 48" west, a distance of 87.35 Feet to a point;
 3. South 11° 52' 24" west, a distance of 241.82 Feet to a point;
 4. South 30° 27' 22" west, a distance of 87.50 Feet to a point;
 5. South 06° 31' 51" west, a distance of 845.46 Feet to a point;
 6. South 00° 49' 48" west, a distance of 1047.94 Feet to a point
- On the south line of the west half of the northeast quarter (w/2, ne 1/4) of said section 13;

Thence north 89° 28' 13" west along said south line, a distance of 485.48

PROJECT TEAM

Development Representative -	E86 J.V., LLC PO Box 4701 Englewood, Colorado 80155 attn: Jim Marshall - (303) 507-6651 jim@mglinvestments.com
Land Planning -	PCS Group, Inc. 200 Kalamath Street Denver, Colorado 80223 attn: John Prestwich - (720) 259-8246 john@pcsgroupco.com
Civil Engineering -	Westwood 10333 E. Dry Creek Road, Suite 400 Englewood, Colorado 80112 attn: Sarah Kolz - (720) 249-3557 sarah.kolz@westwoodps.com
Traffic Engineering -	LSC Transportation Consultants, Inc. 1889 York Street Denver, Colorado 80206 attn: Christopher McGranahan (303) 333-1105 csmcgranahan@lsctrans.com

Feet to the point of beginning.

Containing 98.516 Acres, more or less.

Bearings are based on the north line of the northeast quarter of section 13, township 8 south, range 65 west, of the 6th P.M.; Bearing south 89° 16' 50" east between a found 3-1/4" aluminum cap in a range box, "Colo Dept of Transportation" at the northwest corner of said northeast quarter and a found 3-1/4" aluminum cap in a range box, "Colo Dept of Transportation; 2001" at the northeast corner of said northeast quarter.

CONCEPTUAL NARRATIVE

This proposed amendment to the currently approved PUD is simply to propose to change the CMU (Commercial Mixed Use) area, to RC (Regional Commercial). This is consistent with the majority of the zoning for commercial uses that have frontage along Highway 86.

The information presented in the accompanying package will demonstrate that the Elizabeth-86 Community will:

- Provide a mix of land uses and connectivity consistent with the Town of Elizabeth Master Plan policies;
- Provide a substantial community amenity in the form a substantial amount of open space, including a proposed regional trail along Gold Creek that will connect to the proposed trail in Ritoro, as well as continue to Elizabeth - 86's northern property line where it could eventually continue through the Gold Creek Common property;
- Promote the implementation of the Town of Elizabeth Master Plan and Street Master Plan;
- Preserve substantial open space of regional value including the length of Gold Creek through the property, with access to the existing fishing pond; and
- Provide complimentary commercial/retail/office uses to the Wild Pointe Walmart retail center. These uses will provide a significant tax base for the Town of Elizabeth.

The Elizabeth - 86 Community will contain a mix of uses and tax base generation through the incorporation of a mix of commercial, retail, and office uses adjacent to Hwy-86. It is anticipated that this commercial zoning will provide much needed neighborhood commercial type uses for both the Town of Elizabeth, and surrounding neighborhoods.

Further, the Elizabeth - 86 Community will provide a uniquely themed master planned community and, as proposed will provide a logical transition to the surrounding land uses. We believe that this plan will provide a mix of housing types not currently in abundance in the Town of Elizabeth.

Open areas in the form of passive and active open space, pond areas, floodplain, regional trail corridors, and a conservation easement area comprise over 30 acres of the property, or 31% of the project.

PROJECT SITE BACKGROUND

The Elizabeth - 86 Preliminary Planned Development Plan provides land use regulations and standards for the design and development of the Community comprising approximately 98.5 acres. The Community is generally situated south of Hwy 86, east of Wild Pointe, west of the existing Safeway and Big R retail area, and north of Ritoro. Elizabeth - 86 will take access from Hwy-86 at two locations, one on the west side of Gold Creek, and one on the east side. The western access location will be a 3/4 movement which will allow a left turn in heading westbound on Hwy-86. The eastern access will be limited to a right-in right-out only movement. Additionally, the Elizabeth - 86 project proposes a major collector road running approximately east-west through the property that is consistent with the Town of Elizabeth Street Master Plan, and major collector spurs that run south ultimately connecting to the Ritoro project, as well as a spur that connects west to Ritoro Parkway.

ZONING

A portion of the property adjacent to Hwy-86 is currently being used for agricultural purposes. The property is currently in Elbert County, and as part of this zoning effort the property will be annexed to the Town of Elizabeth.

The uses proposed for the project are consistent with the Town of Elizabeth Master Plan and consist of a mix of residential; commercial; retail; office; as well as park and open space uses. At the Master Plan

level, PUD zoning will be utilized to define parcels and their associated uses. Allowable densities are defined for each parcel within the land use chart in the PUD Guide. Units not constructed within any given parcels can be transferred into other land use parcels in support of mixed use strategies. There are no minimum unit requirements on a given parcel. In no event shall the maximum unit count of 383 units be exceeded at Elizabeth - 86 without an amendment of the PUD and supporting documentation.

GENERAL PROVISIONS

A. Conformance

Development of this planned community shall conform to all restrictions, regulations and procedures adopted by Ordinance by the Town of Elizabeth, at the time of platting and building permit application, except as expressly provided otherwise in this Planned Unit Development Plan (PUD), together with the provisions contained within any Annexation Contract (as to the real property described within any said contract).

The provisions of this PUD shall prevail and govern the development of this planned community, except where the provisions of the PUD do not clearly address a specific subject. For subjects not addressed herein, the appropriate jurisdictional regulations and codes shall take precedence, and the most restrictive standards shall apply.

B. Effect of the Town of Elizabeth Zoning Ordinance

The provisions of this PUD shall prevail and govern the development of Elizabeth 86 provided; however, where the provisions of the PUD do not address a specific subject, the provisions of the Town of Elizabeth Zoning Ordinance or any other applicable ordinances, resolutions or regulations of the Town of Elizabeth shall prevail.

C. Land Use Parcel Boundaries

Parcel boundaries are shown on the PUD, and are generally determined by their relationship to roads, open space and adjacent land uses. Modifications in Land Use Parcel boundaries and streets are permitted and will occur with planning and engineering refinement. Final parcel boundaries and road alignments shall be determined and shown on a Final PD, Site Plan or Plat, without any amendment to the PUD being required; provided the changes in the Land Use Parcel area do not exceed 10 percent of the defined parcel.

D. Construction Standards

Construction shall comply with applicable provisions of the Uniform Building and Mechanical Code, the National Electrical Code, the Colorado Plumbing Code, and other such Codes and the successors thereof, setting for the construction standards as promulgated by the International Conference of Building Officials or other standards-establishing bodies, as are adopted by the Town of Elizabeth.

All future build out shall meet all applicable Town of Elizabeth Codes, Ordinances, Resolutions, Design Criteria, etc. It is also hereby understood that all future build out is subject to additional future Town of Elizabeth reviews and comments prior to final approval and/or acceptance.

E. Underground Utility Requirements

All new electrical and communications distribution lines shall be placed underground. All new transmission lines shall be underground unless same cannot be accomplished by direct burial.

F. Soil Tests

Soil tests for building sites shall be provided at the time of building permit application for the purpose of establishing engineering criteria for building foundation design.

G. Homeowner Associations

Homeowner Associations (HOAs) composed of property owners in residential areas may be created for the following purposes: a) to provide for the continued development, improvement and maintenance of properties and facilities which it owns or administers, and b) to protect the investment, enhance the value, and control the use of property owned by its members.

H. Metropolitan Districts

The District is a quasi-governmental agency, separate and distinct from the City, and, except as may otherwise be provided for by State or local law or its Service Plan, its activities are subject to review by the City only insofar as they may deviate in a material matter from the requirements of the Service Plan, the Municipal Code, or the Intergovernmental Agreement. It is intended that the District will provide a part or all of the Public Improvements for the use and benefit of all anticipated inhabitants and taxpayers of the District. The primary purpose of the District will be to finance the construction of District Improvements.

The District is also being created to provide ongoing operations and maintenance services as specifically set forth in its Service Plan and as may be stated in any applicable Intergovernmental Agreement.

Land Planner



Engineer

Westwood

Elizabeth 86

Planned Unit Development Plan -
Elizabeth, Colorado

Issue Date 08.16.2018

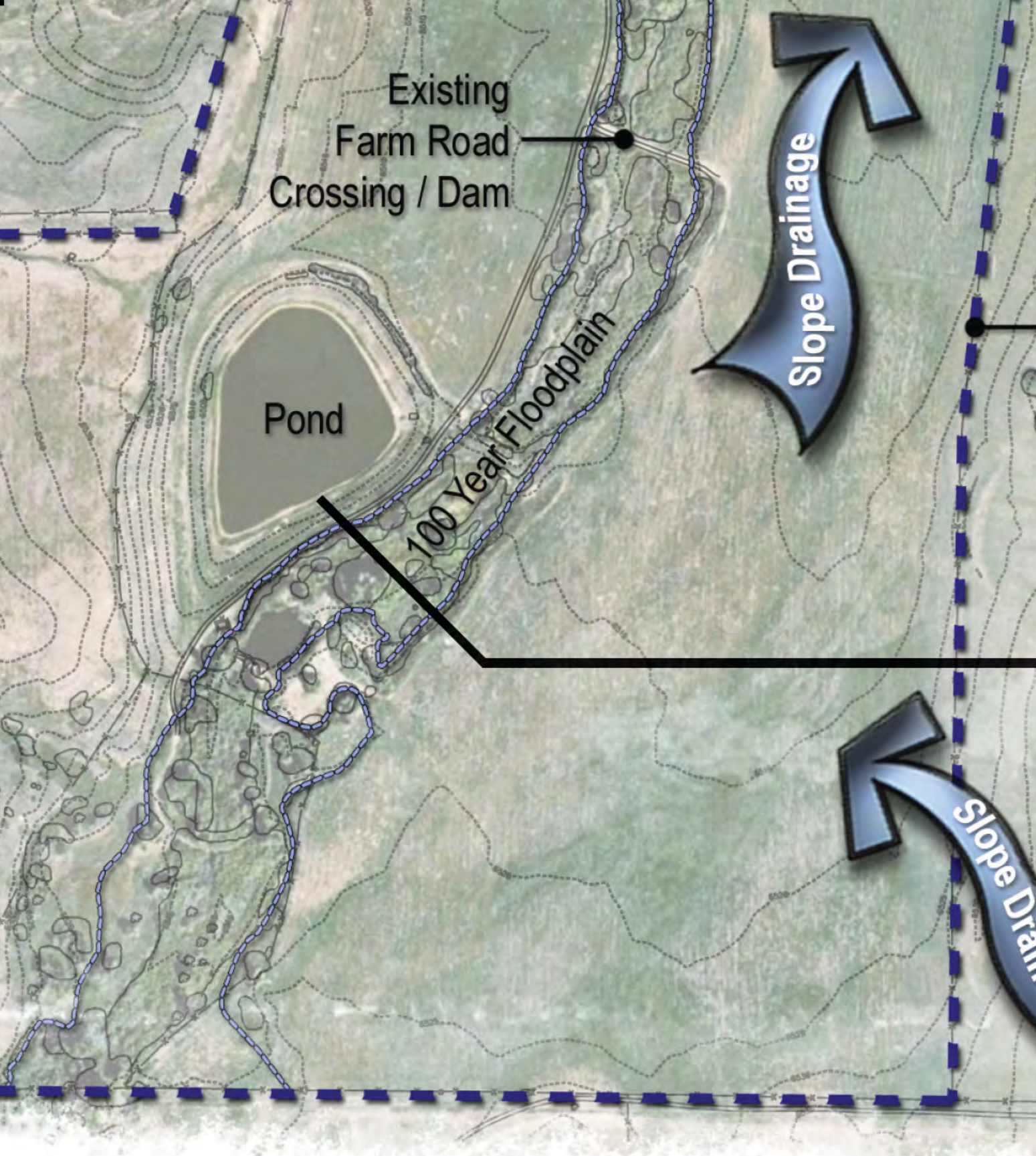
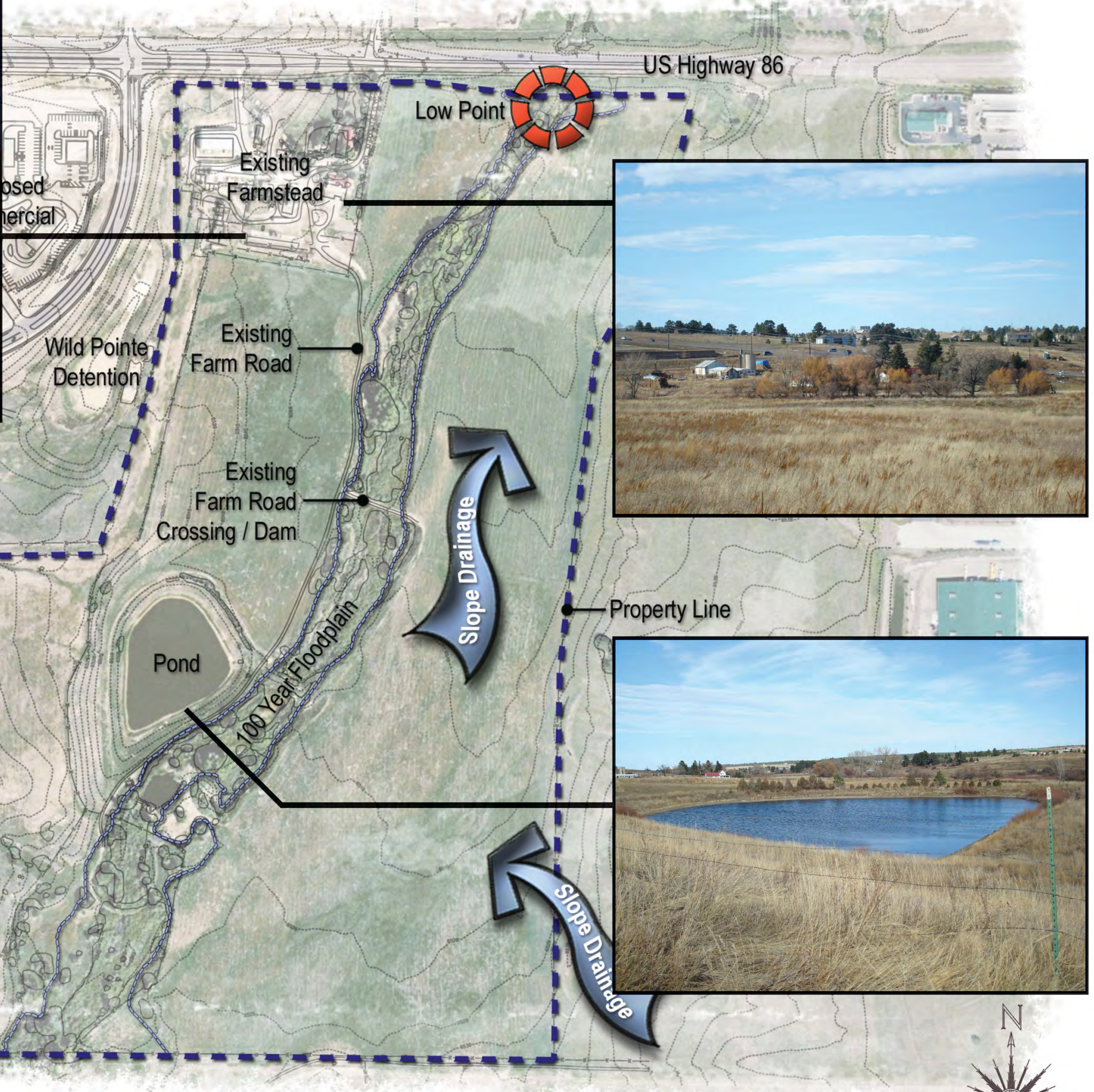
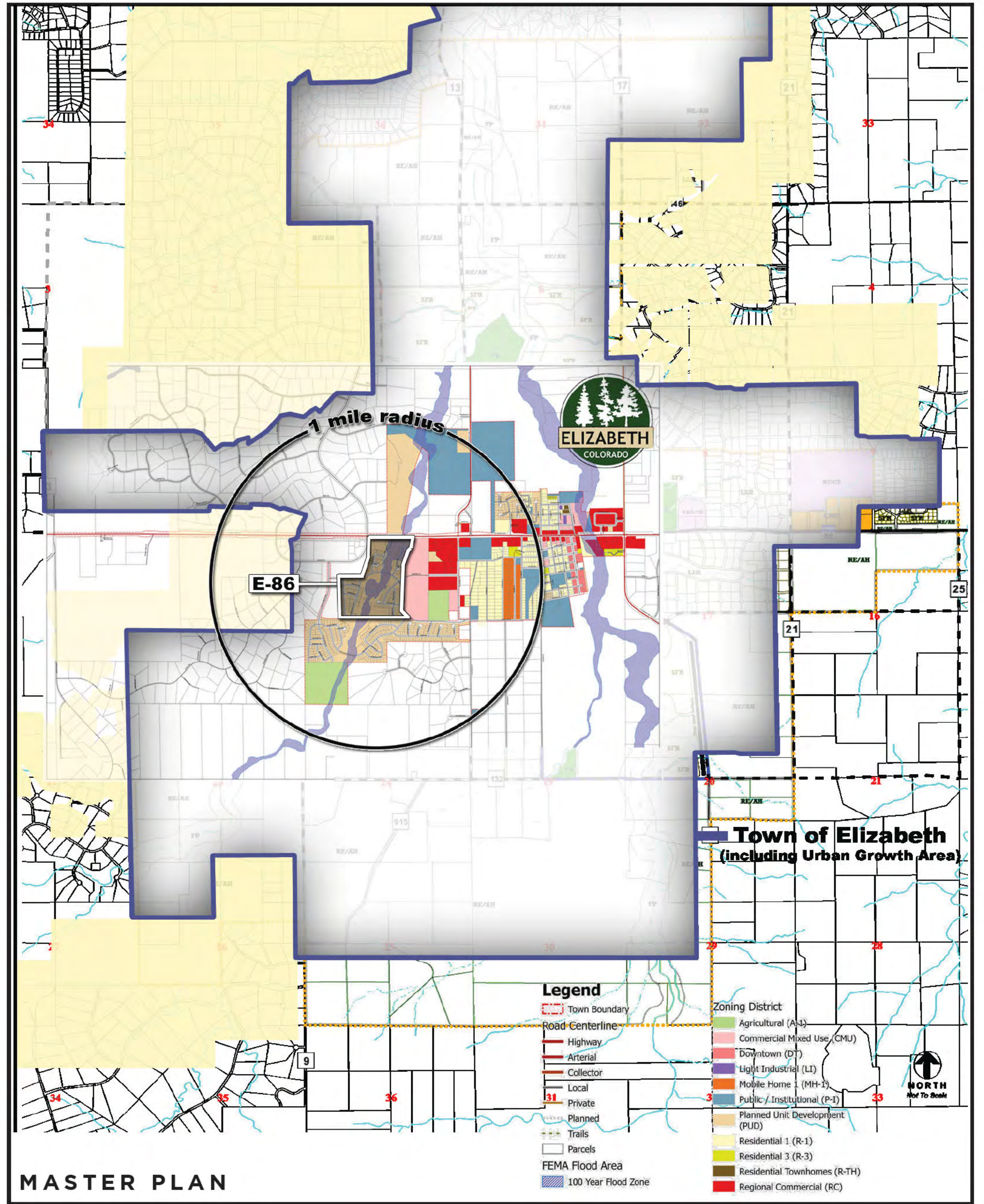
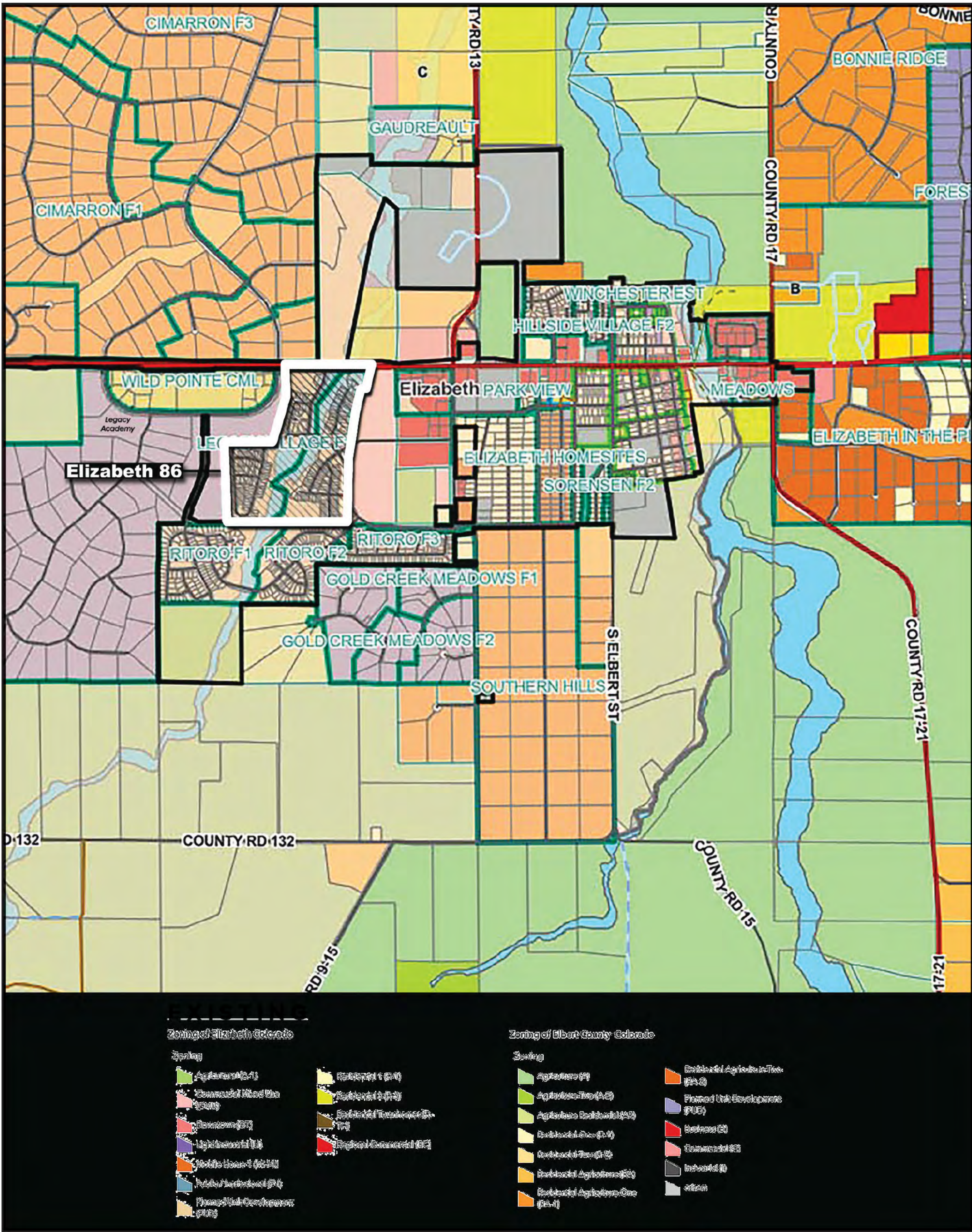
Revision Date  05.16.2024

Sheet Name

Cover
Sheet

Sheet Number

1



SITE ANALYSIS / EXISTING CONDITIONS






Land Planner



Elizabeth 86

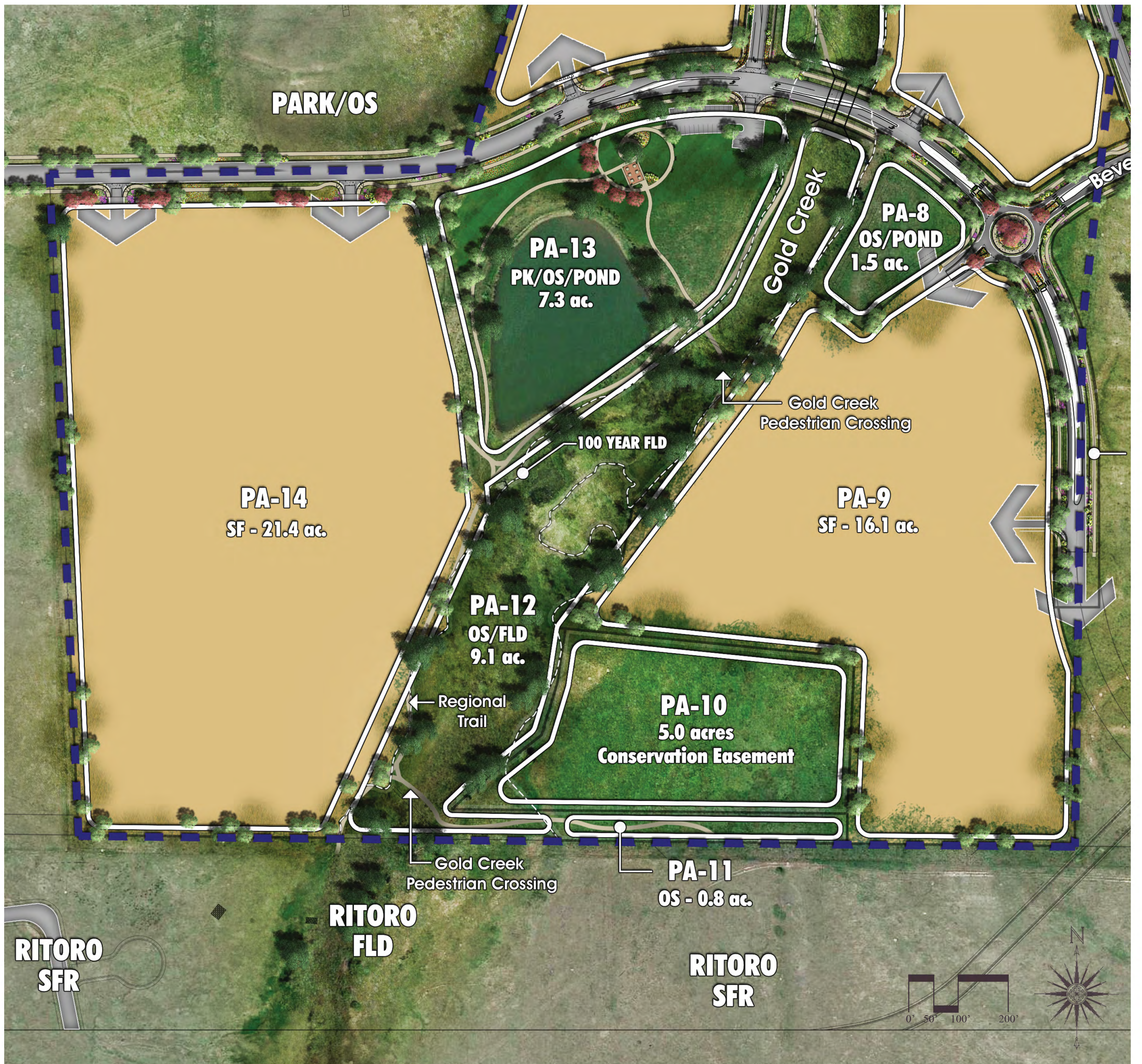
Planned Unit Development Plan - Elizabeth, Colorado

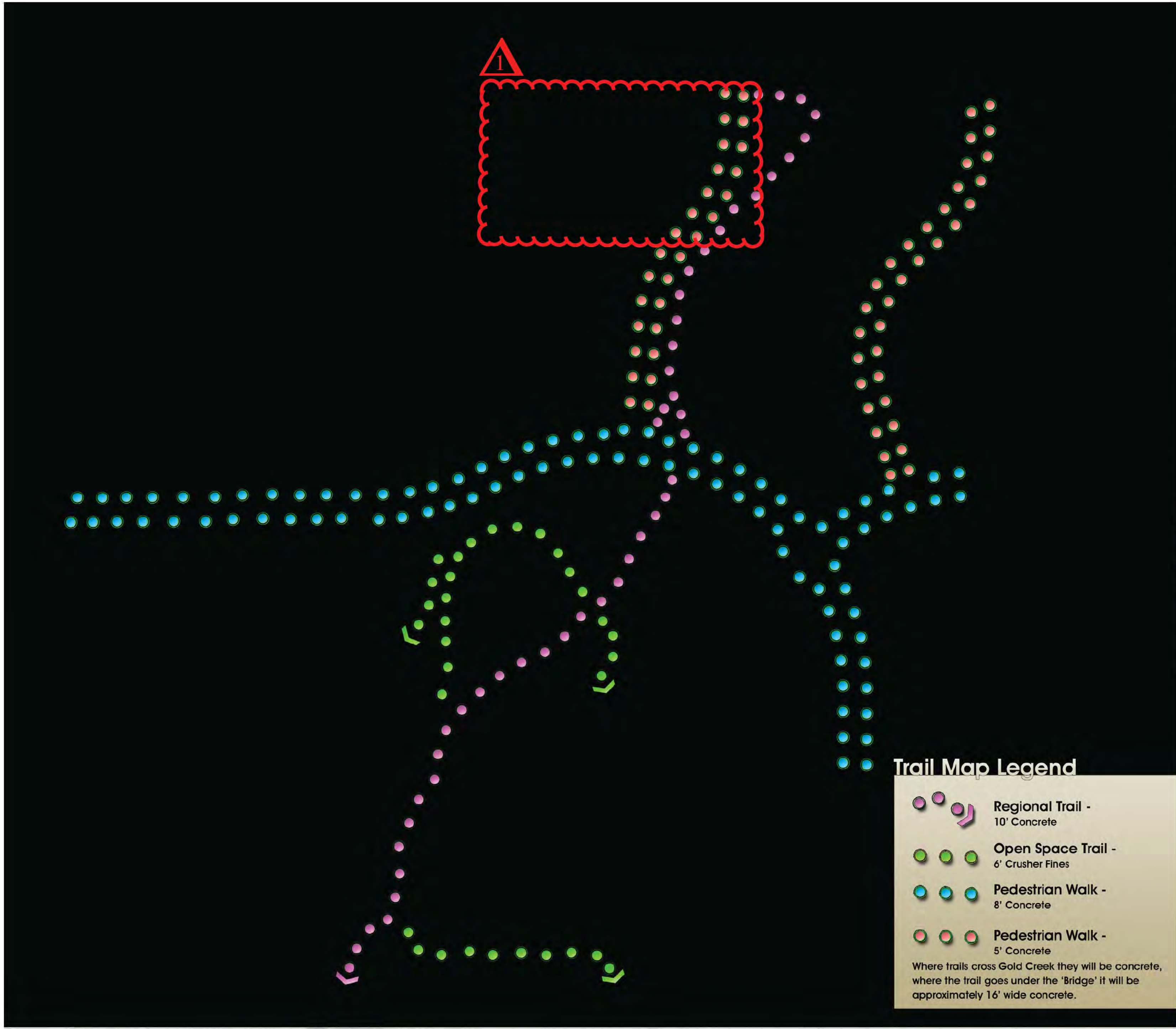
Issue Date 08.16.2018

Revision Date  05.16.2024

Sheet Name
Zoning Exhibit
Sheet Number

3





Trail Map Legend

- Regional Trail - 10' Concrete**
- Open Space Trail - 6' Crusher Fines**
- Pedestrian Walk - 8' Concrete**
- Pedestrian Walk - 5' Concrete**

Where trails cross Gold Creek they will be concrete, where the trail goes under the 'bridge' it will be approximately 16' wide concrete.

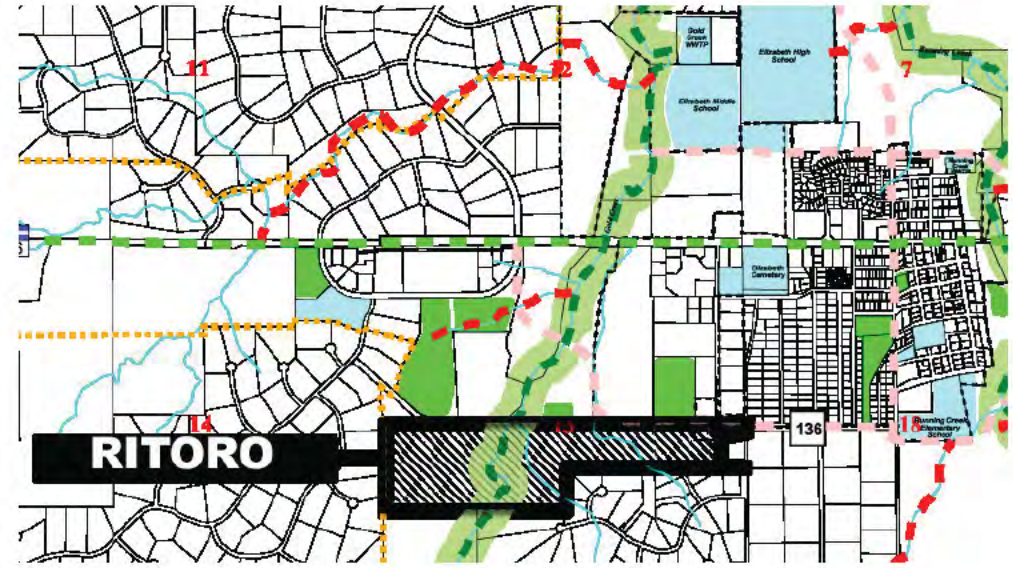
CONNECTED TRAIL NETWORK

The Elizabeth - 86 Community will contain an integrated trail network for the benefit of the residents and the Town of Elizabeth. The trails presented in the adjacent graphic represent the primary spine or network of trails within the Elizabeth - 86 Community.

It is anticipated that additional trails will be included in the specific site design for each planning area, and that the trails within the planning areas will to the greatest extent possible connect to the trail network for the overall community.

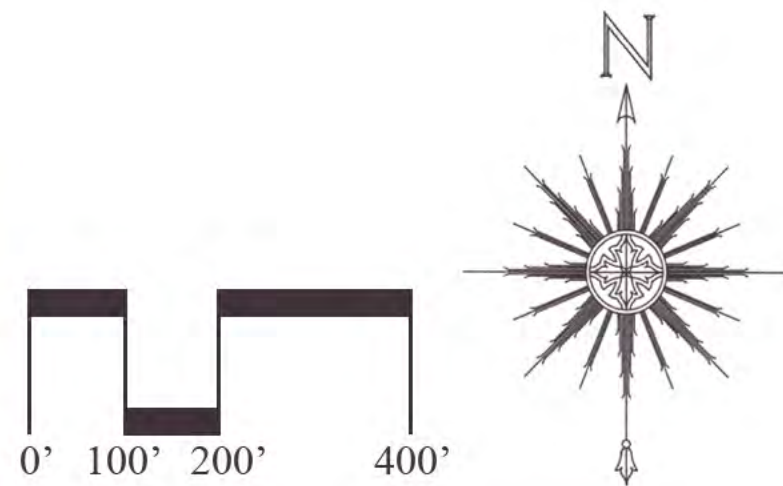
We anticipate coordinating with the neighboring properties to ensure that our proposed trail locations are consistent with the trail locations on the adjacent properties.

Our proposed trail network is consistent with the Town of Elizabeth Comprehensive Master Plan.



Map 1: PEDESTRIAN and BICYCLE TRAILS

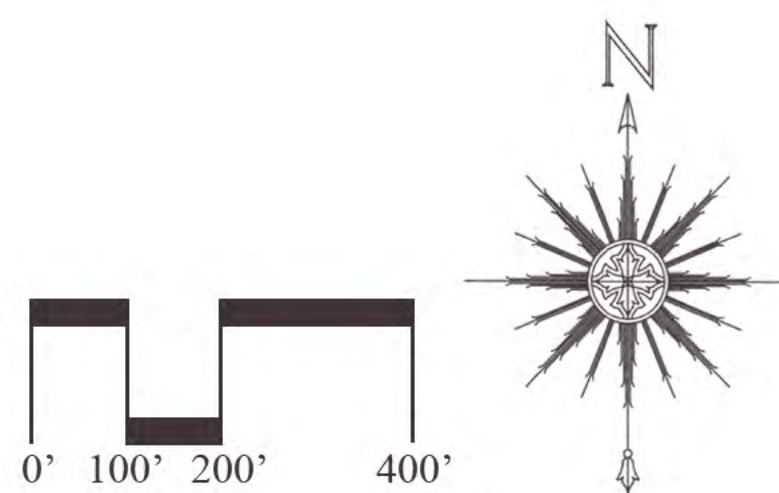
- Proposed Regional Off-Street Trail
- Proposed Regional On-Street Trail
- Proposed Connecting Off-Street Trail
- Proposed Connecting On-Street Trail

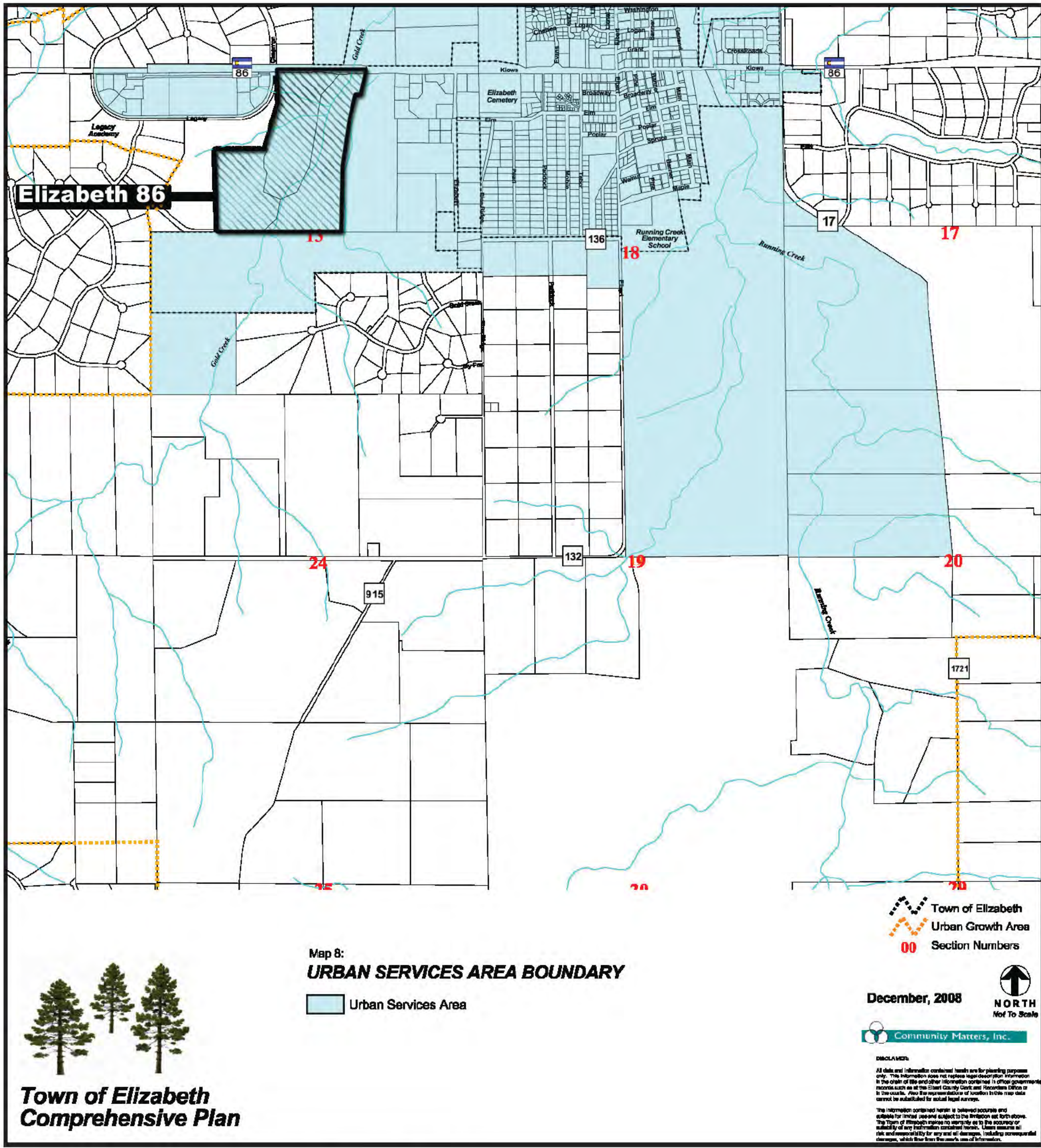


PROJECT OPEN SPACE

The Elizabeth - 86 Community as proposed includes a comprehensive and connected open space network. The Open Space is an integral part of the overall project, and provides logical boundaries for the development areas.

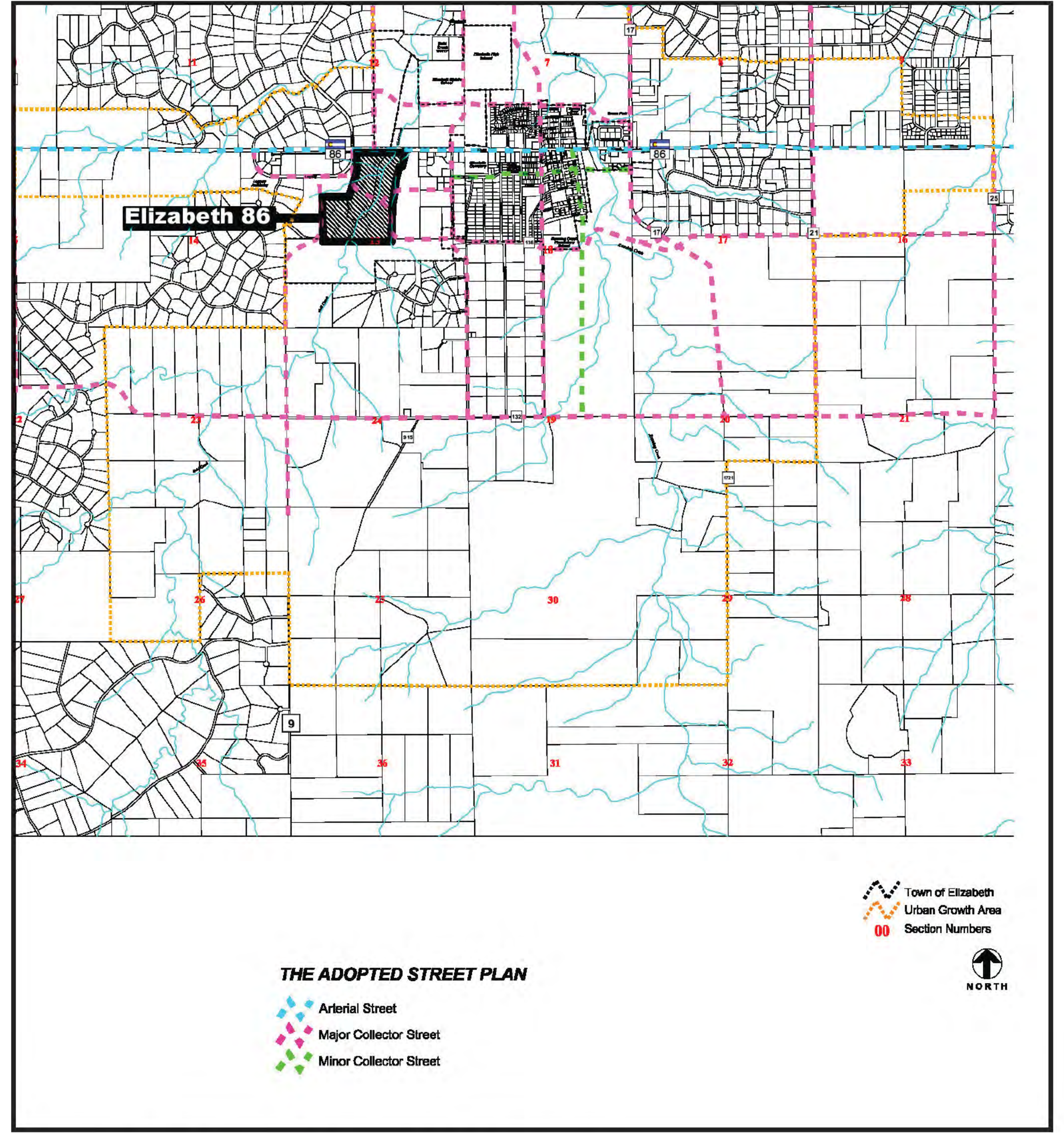
As depicted above we anticipate trail corridors running through the open space areas. The trail corridors will act as a connecting network for Elizabeth - 86, as well as the Town of Elizabeth residents.





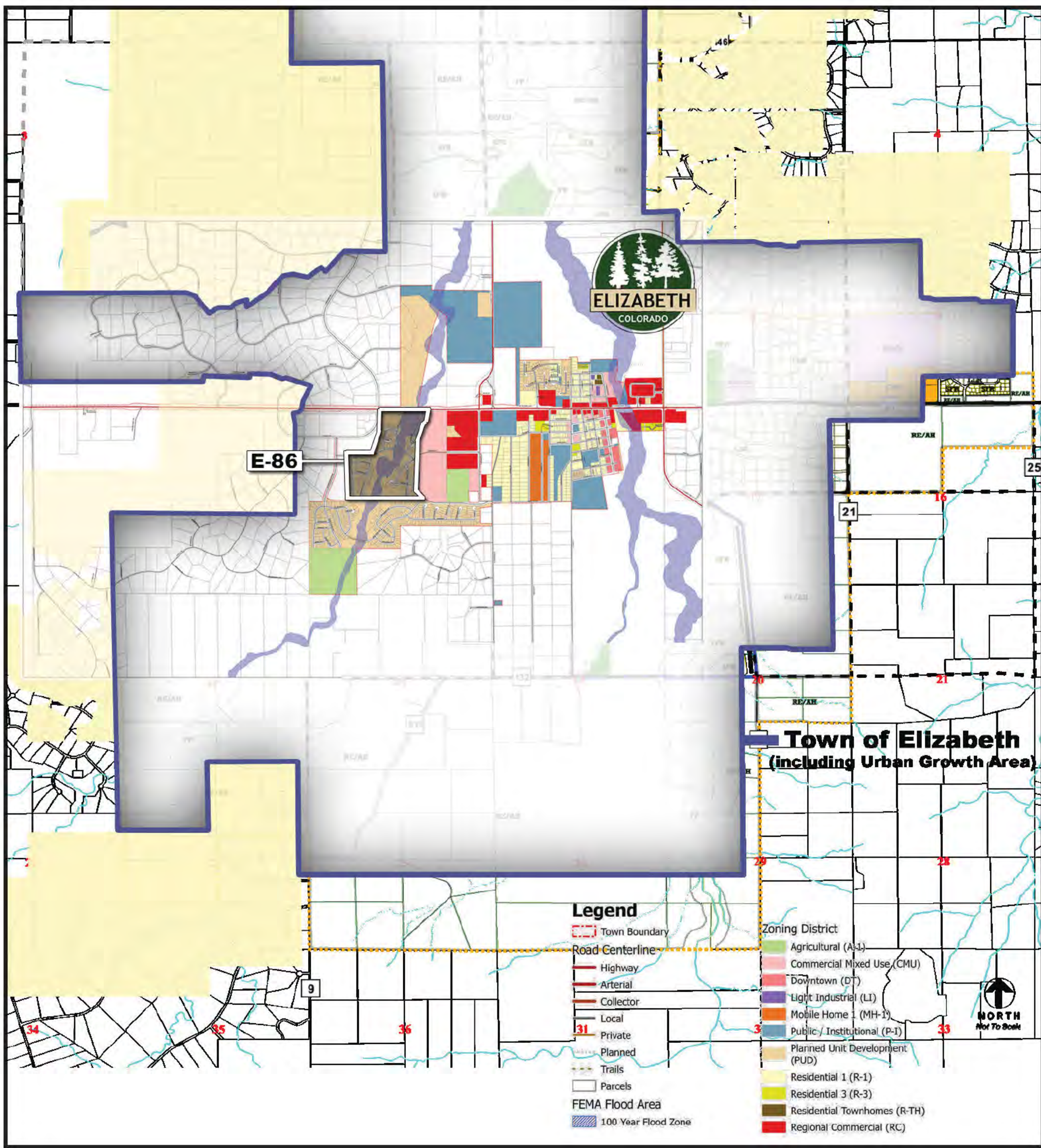
URBAN SERVICE BOUNDARY

As depicted above the Elizabeth - 86 property is included in the Town of Elizabeth Urban Service Area Boundary.



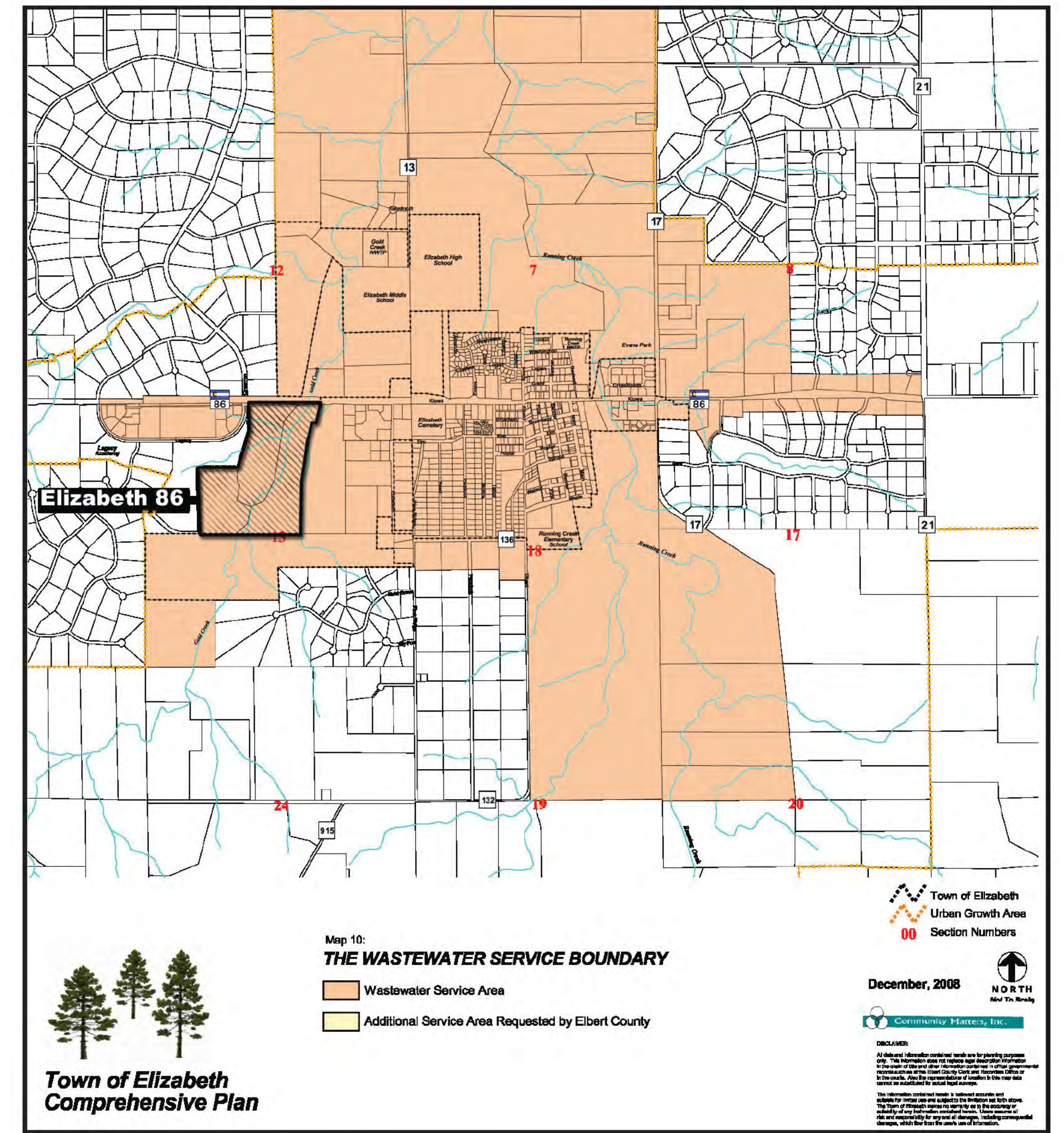
TOWN OF ELIZABETH STREET PLAN

As depicted above the Elizabeth - 86 Master Plan is consistent with the Town of Elizabeth Street Plan, and will in fact play an integral role in bringing the Street Plan into reality.



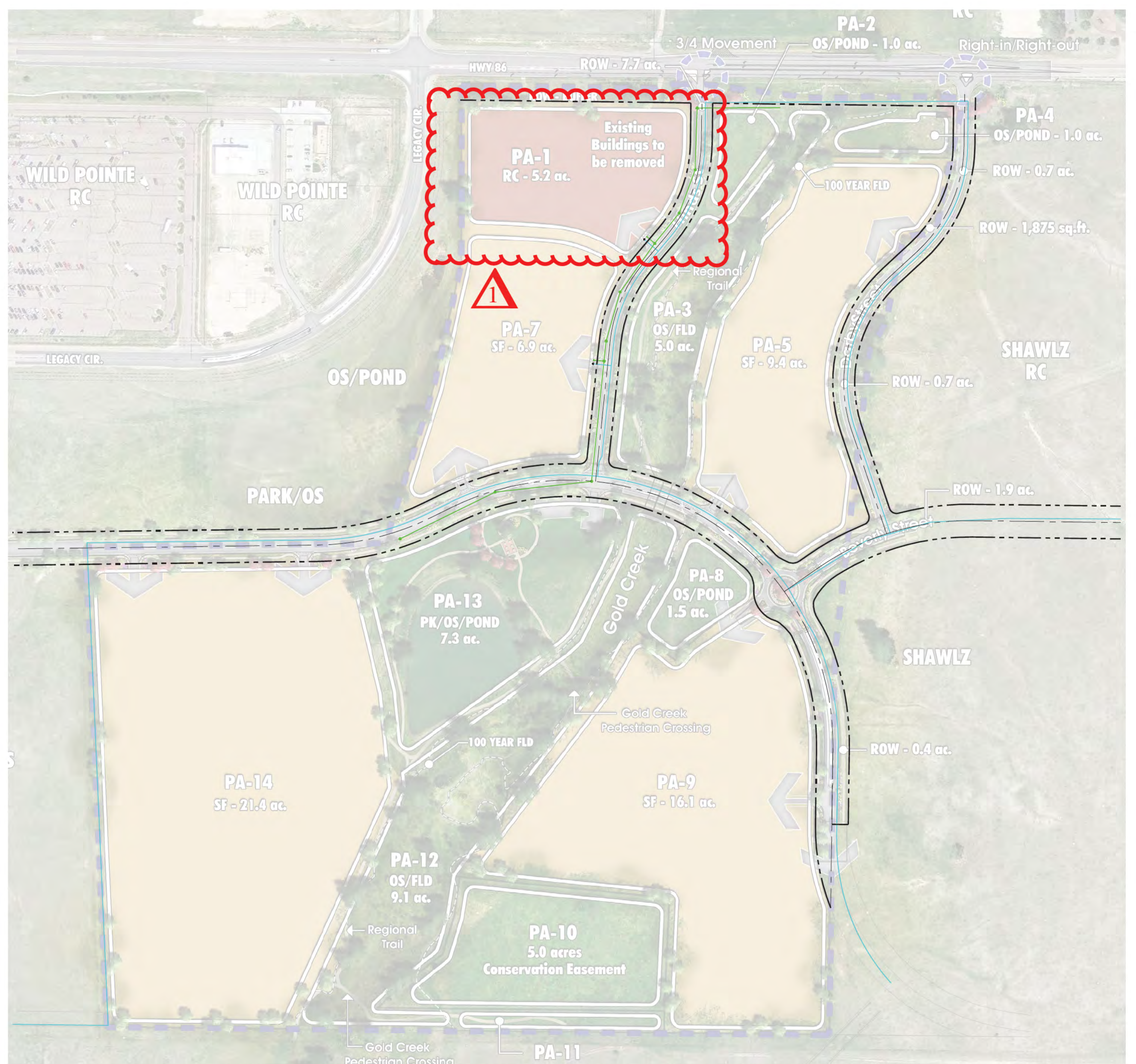
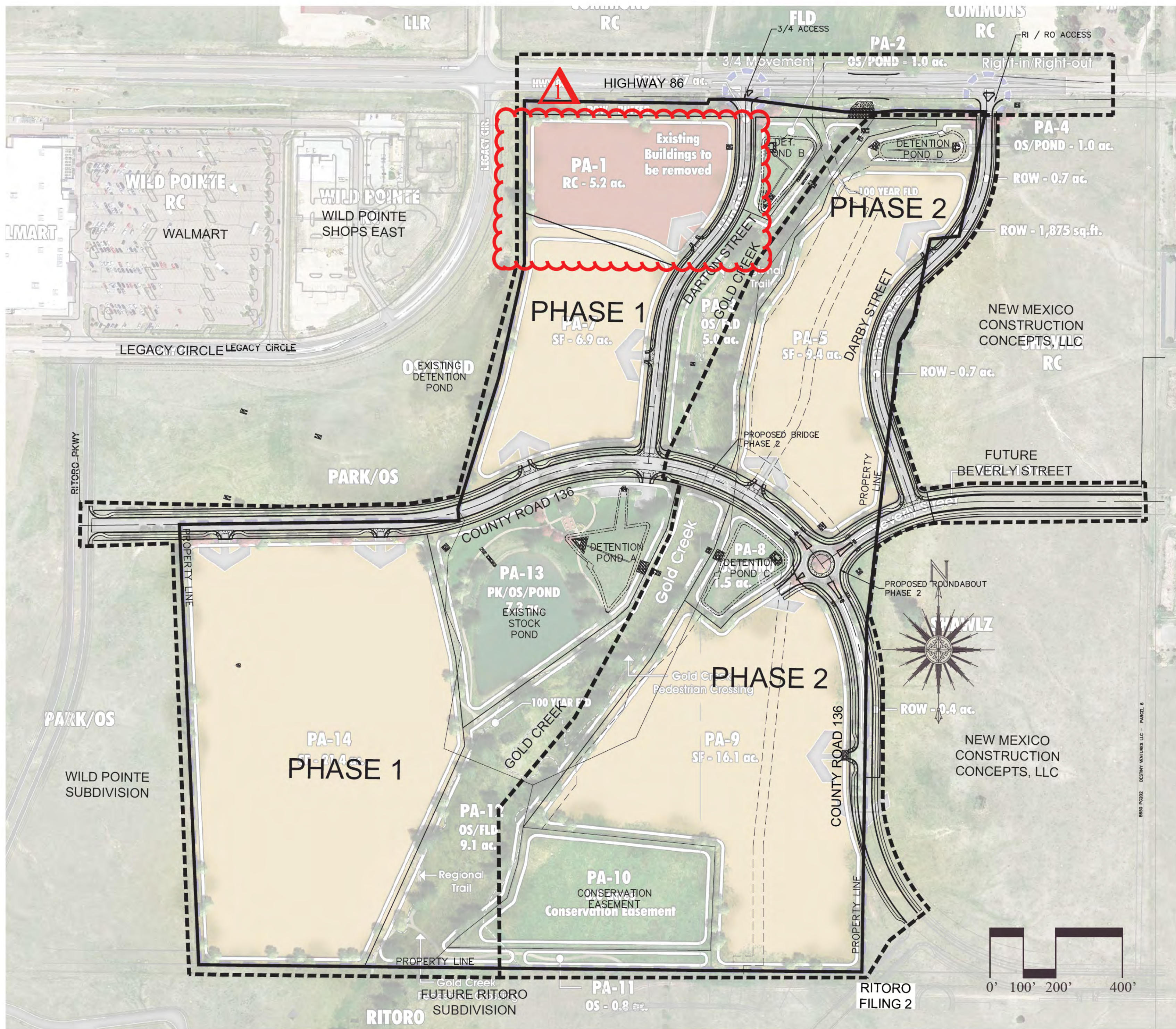
TOWN OF ELIZABETH LAND USE

The planning for Elizabeth - 86 respects and is consistent with the proposed land uses in the Town of Elizabeth planning maps, including the infrastructure planning map.



WASTEWATER SERVICE AREA

As depicted above Elizabeth - 86 is included in the Town of Elizabeth Wastewater Service Boundary.





TOWN OF ELIZABETH
COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT B

Elizabeth 86 Development Town of Elizabeth, Colorado

PUD GUIDE

June 27, 2024

Owner:

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720.279.0004
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Applicant Representative:

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Englewood, Colorado 80155
303.507.6651
Contact: Jim Marshall

Planning Consultants:

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200 Kalamath Street
Denver, Colorado 80223
720.259.8246
Contact: John Prestwich

Engineering Consultants:

Westwood
10333 E. Dry Creek Road, Suite 400
Englewood, Colorado 80112
720.482.9526
Contact: Sarah Kolz

Traffic Consulting:

LSC Transportation Consultants, Inc.
1889 York Street
Denver, Colorado 80206
303.333.1105
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TABLE OF CONTENTS

- I. GENERAL PROVISIONS 3**
 - A. Application..... 3
 - B. Density Standards..... 3
 - C. Density Variation 3
 - D. Administrative Amendments..... 3
 - E. Planning Area Boundaries 3
 - F. General Road Setbacks & Buffers 3
 - G. Architectural Standards..... 4
 - H. Homeowner Associations..... 7
- II. DEFINITIONS..... 7**
 - A. Definitions:..... 7
- III. LAND USE REGULATIONS 9**
 - A. Residential (SF) 9
 - B. Regional Commercial (RC) 11
 - C. Parks & Open Space (OS)..... 13
 - D. Open Space, Trails & Amenities 15
 - E. Land Use Chart..... 16
- V. ENFORCEMENT AND ADMINISTRATION 17**
 - A. Incorporation of Planned Development Master Plan 17
 - B. Effect of Recorded Plan 17

I. GENERAL PROVISIONS

A. Application

The standards outlined in the Development Guide shall apply to all property contained within the "ELIZABETH 86 PLAN AND GUIDE" (the "Development Plan") except as provided herein. The standards outlined in the Development Plan may be divergent from the zoning regulations contained in the Town of Elizabeth Municipal Code Chapter 16 – Article 1 - Zoning, but not any other Chapter of the Town of Elizabeth Municipal Code. In the event there is a conflict between the standards contained in the Development Plan and the Elizabeth Municipal Code (excluding Chapter 16 – Article 1 - Zoning), then the Elizabeth Municipal Code shall control. The terms "DEVELOPMENT PLAN" and "MASTER PLAN" may be used interchangeably.

This Development Guide is only one of several documents that will help guide the Elizabeth 86 Planned Development. The Development Guide and the Development Plan are the planning documents for this development.

B. Density Standards

The Dwelling Unit Density permitted in any residential Planning Area is an Average Density that shall apply to the entire residential Planning Area and shall not be specifically applicable to any portion thereof. The Average Density of any residential Planning Area shall be computed by dividing the total number of Dwelling Units in the residential Planning Area by the gross acres in the residential Planning Area. Please refer to Land Use Chart in Section III - Land Use Regulations for individual Planning Area densities.

C. Density Variation

In no event shall the total number of 383 residential Dwelling Units within all Planning Areas as set forth on the "ELIZABETH 86 DEVELOPMENT PLAN AND GUIDE" be exceeded.

In general, residential Planning Areas may contain up to an additional ten percent (10%) of the number of units allowed for each Planning Area.

D. Administrative Amendments

Any increase of dwelling units within a Planning Area by **more** than 10% must be processed as a PUD Amendment under Section 16-1-240 of the Elizabeth Municipal Code.

E. Planning Area Boundaries

Wherever a Planning Area abuts a street as shown on the "ELIZABETH 86 DEVELOPMENT PLAN", the Planning Area boundary is the edge of the abutting right-of-way of such. Wherever a Planning Area does not so abut a street, the Planning Area boundary shall be as shown on the "ELIZABETH 86 DEVELOPMENT PLAN". Modifications in Planning Area boundaries and streets may be accomplished by final road alignments or engineering refinements shown on a Site Plan or Plat, without any amendment to the "ELIZABETH 86 DEVELOPMENT PLAN" provided the Planning Area does not increase or decrease by more than ten percent (10%) in size.

F. General Road Setbacks & Buffers

- a. Highway 86 Buffer: 25-foot landscape buffer required between highway ROW and any development adjacent to Highway 86.
- b. Major Collectors: Building setback of 15 feet adjacent to major collector; includes patios, porches, decks; 2-foot exception for bump outs and cantilevers

G. Architectural Standards

Single-Family Detached and Attached Standards

Building Materials:

- a. Materials that either resemble or are the natural materials of brick, stone, stucco, slate, wood, or textured block are permitted. Alternative materials may be used with the approval of the Community Development Director where the use of such materials promotes design innovation.
- b. The exterior materials of a proposed new single-family dwelling unit(s) shall have a minimum of 15 percent gross masonry.
- c. Exposed foundations cannot exceed eight inches in height.

Building Front:

At a minimum, each single-family dwelling shall have on the front side of the structure one door entrance into the living area of the structure and two windows, with a total of at least 20-square feet facing the public right-of-way. When located on a corner lot, the single-family dwelling shall face the street frontage most dominated by residentially used structures, or as designated by the Community Development Director.

Exterior Changes:

- a. Exterior material changes should occur at changes in the plane of the building, not exclusively at the outside corners.

Additions to Existing Buildings:

Any addition to an existing residential building shall utilize the same color, style, and materials as the original structure.

Applicability:

All single-family detached and attached dwellings shall conform to all applicable requirements of these development standards, as well as applicable requirements of the zone district and adopted building code requirements in effect at the time of issuance of each building permit for such dwelling.

Garages:

- a. All development shall include a garage, either attached or detached, as part of the new construction or placement.
- b. The garage shall not exceed a floor area of 864 square feet, and 600 square feet for detached garages per residence and shall be no less than 400 square feet in floor area per residence. In no case may the garage square foot area exceed the first-floor square foot area of the principal residence.

Offset:

All single-family attached dwelling structures shall have a minimum of a three-foot offset between dwelling units.

Floor Area:

The minimum floor area of new single-family attached and detached dwellings shall be 1,080 square feet (not including a basement).

Siding:

Exterior siding of all dwelling shall be made of non-reflective materials and may include block, cementitious siding, stone, or other masonry materials (excluding concrete block); wood; stucco; or

other exterior material allowed by the Town's adopted building code or approved by the Community Development Director.

Roofing:

All single-family dwellings shall have a pitched roof with a minimum 4:12 pitch and have a minimum 12-inch eave and rake on each side. The roof shall be covered with a non-reflective material and must conform to local snow load requirements.

Utility Connections:

All utility meters not sited underground shall be enclosed in a meter housing affixed to the exterior or side of the structure. Above ground utility connections are not permitted on the front façade of the house.

Housing Models:

- A Mix of different housing models are required:
- a. **Applicability:** The following housing model variety standards shall apply to all new residential subdivisions and developments. These standards are intended to prevent monotonous streetscapes and offer consumers a wide choice of housing styles.
 - b. **General Requirement:**
 - i. All subject developments shall offer at least eight (8) distinctively different home models with distinctively different floor plans. Mirror images of the same home model elevations shall not count as two (2) distinctively different models.
 - c. **Each housing model shall provide and exhibit at least three features that clearly and obviously distinguish them from other housing models. These features can include any of the following:**
 - i. **Building Mass.** Building mass is considered to be the outline of the structure. This is determined by the height, width, and depth of the structure.
 - ii. **Building form.** Building form is considered to be the style of the home, including ranch, tri-level or two-story structures.
 - iii. **Roof type.** Roof types consist of mansard, hip, gambrel, gable, and front-to-back (shed style). Differentiation may also be achieved through the use of roof dormers, gables, and hips. Flat or A-frames roofs should be avoided unless appropriate to the architectural style.
 - iv. **Windows and doors.** The vertical or horizontal variation in the placement of at least two windows and/or doors on the front facade elevation or window shapes that are substantially different. This standard also applies to any elevation facing a street, open space or public / private park.
 - v. **The use of different materials on the front facade elevation (brick vs. stone).**
 - vi. **Garages.** Substantial variation in the location and/or proportion of garages and garage doors, such as alley-loaded garages, side-loaded garages, etc. (2-car garage vs. 3-car garage of the same elevation do not meet the intent).
 - vii. **Variations in the location, width, and proportion of front porches.**
 - viii. **To provide more architectural interest, each façade shall a minimum one-foot offset along the building plan. This could be a bay window, cantilever, covered porch / patio or offset in the foundation.**
 - ix. **Other distinct and substantial architectural design variations approved by the Community Development Director. The sole use of minor cosmetic changes such as different paint color, reversing or creating mirrored images of the exterior architectural elevations, shutters, decorative brackets, or using different brick or stone color shall not meet the intent of this section.**

Housing Model Locations:

The same housing model with the identical street elevation design (or nearly identical) shall not be placed directly adjacent to one another or directly across the street from one another. "Across the street" is defined as lots that overlap each other when the side lot lines are extended across the street to the opposite lot. The same housing model used at the end of one block shall not be repeated on the first lot of the neighboring block.

Identical or nearly identical floor plans mean that the layout, size, and function of the rooms are essentially the same. Identical or nearly identical street elevation design means little or no variation in the articulation of the façade, height or width of the façade, placement of the primary entrances, porches, number and placement of windows, and other major architectural features.

Housing Facades Facing Public Areas:

Each side or rear façade of a single-family dwelling which faces a street, park, or open space shall include at least three of the following:

- a. A change in the vertical or horizontal wall plane within 20 feet above grade;
- b. A change in the color or material of the wall;
- c. An increased masonry return of at least 6 feet;
- d. A bay window, porch or balcony;
- e. Structured transition from public to private areas using built elements such as arbors, low walls, trellis work, and/or similar elements integrated with plantings;
- f. Detailing the wall with reveals, belt courses, cornices, projections or other devices; or
- g. Shuttered windows or glazed doors to overlook the street, park, or open space.

Garages:

Preferred Design. At least 50 percent of the dwellings within a subdivision must be flush or recessed behind the front facade of the dwelling, be attached and be accessed from the side, or be detached and recessed from the dwelling and placed in the side yard. The front facade includes the enclosed living portion of the house. They shall be located according to one or more of the following:

- a. Attached and recessed from the front facade of the building by a minimum of three feet, with access from the front;
- b. Attached and in the side yard, with access by a driveway from the side. The garage shall be a minimum of three feet behind the front facade;
- c. Detached with front or side access. The garage shall be a minimum of three feet behind the front facade;
- d. Attached and flush with the front facade, provided that a covered porch extends at least six feet forward from the front facade of the house and is a minimum of 10 feet in width; or
- e. Flush with the front facade and side-loaded with a driveway to the front.

Limited Design. No more than 50 percent of the dwelling units within a subdivision, shall have garage door openings provided in any of the following ways:

- a. Extending from the front facade of the living unit not more than 10 feet, but with an architectural design element such as a bay/box window; covered porch at least six feet in depth across the front facade of the living unit; or a defined outdoor space (such as a patio or courtyard surrounded by a masonry wall or fence no more than 42 inches in height) that is designed to include the entire front yard space between the front facade of the living unit and the front facade of the garage, developed to extend outward to be at least flush with the garage door opening;

- b. Extending from the front facade not more than 10 feet, but with living space directly above the garage. Such living space shall cover a minimum 50 percent of that portion of the garage in front of the front facade of the living unit;
- c. Extending from the front facade not more than 10 feet, but with a complimentary adjoining living space or porch covering five feet of the 10-foot extension, limited to one-car garage door openings; or
- d. Extending from the front facade the width of the garage with the garage door on the side of the garage with side yard or front yard access. All models containing split car garage designs will be Categorized in this option

H. Homeowner Associations

Homeowner Associations composed of property owners in residential areas may be created for the following purposes: a) to provide for the continued development, improvement and maintenance of properties and facilities which it owns or administers, and b) to protect the investment, enhance the value, and control the use of property owned by its members.

Homeowner's Associations or special districts may be created in residential areas where common lands or facilities are to be owned and maintained by the Homeowner's Association or special district.

II. DEFINITIONS

- A. **Purposes:** It is the purpose of this Article to define words, terms and phrases contained within this PUD Development Guide. See the Town of Elizabeth Land Development Code for other definitions not defined herein.
- B. **Word Usage:** In the interpretation of this Guide, the provisions and rules of this section shall be observed and applied, except when the context requires otherwise.
 - 1. The particular controls the general.
 - 2. In the case of any difference of meaning or implication between the text of this Guide and any caption or table, the text shall control.
 - 3. Words used or defined in one tense or form shall include other tenses and derivative forms.
 - 4. Words in the singular number shall include the plural number and words in the plural number shall include the singular number.
 - 5. The masculine gender shall include the feminine and the feminine gender shall include the masculine.
 - 6. The word "shall" is mandatory.
 - 7. The word "may" is permissive.

A. Definitions:

- 1. **Accessory Buildings.** Detached subordinate building(s) or Structure(s), the use of which is customarily incidental to that of the Principal Building or to the main use of the land and which is located on the same lot with the Main Building or use.
- 2. **Board of Trustees.** The Board of Trustees of the Town of Elizabeth.
- 3. **Building, Principal or Main.** A building or buildings which may contain one or more Dwelling Unit(s) or in which is conducted one or more of the permitted Principal Uses of the Lot or project in which it is situated and including areas

such as garages, carports, storage sheds which are attached to or architecturally integrated with the principal building.

4. **Building Front.** That exterior wall of a Building which faces a Front Lot Line of a Lot.
5. **Building Side.** That exterior wall of a Building which faces a Side Lot Line of a Lot.
6. **Building Rear.** That exterior wall of a Building which faces a Rear Lot Line of a Lot.
7. **Density, Gross or Average.** A ratio of number of Dwelling Units per acre calculated by dividing the total number of Dwelling Units in the residential Planning Area by the gross acres in the residential Planning Area.
8. **Dwelling Unit, Single-Family Detached.** A type of Dwelling Unit having no roof, wall or floor in common with any other Dwelling Unit.
9. **Dwelling Unit, Single-Family Attached.** A type of Single-Family Attached Dwelling Unit in which each single Dwelling Unit goes from ground to roof and is separated from other Single-Family Attached Dwelling Units by a common wall. Each Single-Family Attached Dwelling Unit has Individual outside access. Single-Family Attached Dwelling Units may include duplex. Note: For Single-Family Attached product, each unit shall be on its own lot.
10. **Garage, Parallel.** A garage, attached or detached, which is oriented so that the axis which corresponds with the garage opening is substantially parallel to the adjacent street from which the Lot derives access.
11. **Garage, Side-Load.** A garage, attached or detached, which is oriented so that the axis which corresponds with the garage opening is substantially perpendicular to the adjacent street from which the Lot derives access.
12. **Group Care Facilities.** A facility where three or more persons are provided supervision and a planned treatment of counselling, therapy or other rehabilitative social services in a family environment. Such residence must be licensed by or operated by a federal, state, county or local judicial health/welfare agency or serve only referrals from such agencies. Examples of group care facilities are: group foster care, children's homes, halfway houses, rehabilitative centers, assisted living, maternity or senior citizen homes.
13. **Land Use Category.** A set of permitted land use types which are aggregated to form a land use classification similar in nature to zoning districts. Each Land Use Category is identified on the Land Use Chart in this PUD Development Guide.
14. **Planning Areas.** Areas of land delineated on the PUD Zoning Document identified with a phrase or symbol which designates a specific set of permitted land use types according to the Land Use Categories provided in this PUD Development Guide. Planning Area boundaries are as depicted on the PUD Zoning Document.
15. **Setback.** The distance between the building to property line.
16. **Structure.** Anything constructed or erected, which requires permanent location on the ground or is attached to something having a permanent location on the ground, but not including fences or walls less than six (6) feet, poles, lines, cables, or other transmission or distribution facilities or public utilities.

III. LAND USE REGULATIONS

A. Residential (SF)

1. Intent

Provide for residential Development allowing for a variety of Single-Family Detached Dwelling Units, Single-Family Attached and Accessory Uses.

2. Uses Permitted by Right

- a. Single-Family Detached Dwelling Units.
- b. Duplex Units
- c. A temporary sales and marketing center function developed to showcase a variety of builders and housing types within a limited area.
- d. Attached or detached private garages (3 cars maximum).
- e. Commonly associated Accessory Uses, incidental to the Principal Use or Building, including but not limited to: carriage house units not for sale, storage sheds, private greenhouses, home occupations, radio or TV antenna, TV satellite dishes, private tennis courts, private swimming pools, and private facilities for the keeping of household pets according to the regulations and standards within the Elizabeth Municipal Code.
- f. Public Open Space.
- g. Private recreational and park uses, recreational facilities, including but not limited to: tennis courts, swimming pools and jogging, riding, hiking and biking trails.
- h. Public parks, playgrounds and other recreational areas.
- i. Any other uses consistent with the purposes of this Section and compatible with the uses set forth herein, as permitted by the Town of Elizabeth's code.

3. Uses Permitted by Special Review

- a. Buildings, garages and utility stations related to emergency services, such as ambulance, fire, police and rescue.
- b. Neighborhood public service, health and education facilities, such as community centers, libraries and museums.

4. Development Standards

- a. **Average Density.** The Average Density shall be up to eight (8) Dwelling Units per acre for each SF Planning Area, as set forth in the Development Plan, and reflect the number of units over the entire acreage for the Planning Area. Densities within portions of the Planning Area will vary depending on product type.
- b. **Maximum Number of Dwelling Units.** The maximum number of Dwelling Units permitted within each SF residential Planning Area shall not 10% the units shown on the Land Use Chart in Section III - Land Use Regulations for each individual Planning Area.
- c. **Building Setback:** The minimum Building Setbacks in SF residential Planning Area will vary depending upon the product type in any given portion of the Planning Area. The following setbacks will be associated with the different product types defined as a Use Permitted by Right. For uses permitted by special review, RC setback standards shall apply.
- d. **Driveway Access:**

Driveways, unless shared, should not be closer than five (5) feet to an adjoining lot

e. **Accessory Buildings & Uses**

Accessory uses and building – Refer to Town of Elizabeth Land Use Code (Single-Family Residential)

Single-Family Detached Unit

Building Front	15 feet (Principal Building)
	20 feet (Side-load garage)
	18 feet (Garage parallel)
Building Sides	10 feet from local street
Building Sides	5 feet from other property lines
Building Sides	20 feet (Side-load garage)
Building Rear	15 feet

Duplex Dwelling Unit

Building Front	15 feet (Principal Building)
	20 feet (Side-load garage)
	18 feet (Garage parallel)
Building Sides	10 feet from local street
Building Sides	0 feet from other property lines shared with adjoining duplex unit
Building Sides	5 feet from other property lines
Building Sides	20 feet (Side-load garage)
Building Rear	15 feet

d. **Building Separation.** The minimum building separation shall be the greater of:

- i) Ten (10) feet for Single-Family Detached Dwelling Units, ten (10) feet for Buildings containing Single-Family Attached Dwelling Units, and twenty (20) feet for other Principal Buildings located within each SF Lands Use Planning Area, or
- ii) shall be governed by the applicable building code.

e. **Building Height.** No residential Buildings within SF Planning Areas shall exceed thirty-five (35) feet in height.

f. **Minimum Lot Sizes.** The minimum lot sizes In SF residential Planning Areas shall be:

- i. Single-Family Detached: Forty-five hundred (4,500) square feet
- ii. Duplex: Twenty-two hundred (2,200) square feet.

g. **Maximum lot coverage**

- i. Under-roof lot coverage shall not exceed 60% including accessory buildings

h. **Encroachments**

1. Front, side, and rear setbacks shall allow for encroachments up to 2 feet beyond the building foundations. For above-grade features including eaves, fireplace box-out, stoops, bay windows, cantilevers, and overhangs provided that the living space of the

projection does not exceed 20 square feet in each instance and extend more than 2 feet.

2. Side and rear setbacks shall allow for encroachments up to 3 feet beyond the building foundation for below grade window wells.

B. Regional Commercial (RC)

1. Intent

To provide for the integration, horizontally and vertically, of a broad range of retail goods and services, business and professional services.

There is one area of the Zoning Exhibit that is designated as RC. This planning area is anticipated to develop as a commercial/retail center.

2. Uses Permitted by Right

- a) Accessory Buildings
- b) Amusement & Recreation Establishments (indoors)
- c) Auto Repair Garages
- d) Bakeries
- e) Bed & Breakfast Inns
- f) Beer, wine and liquor stores (off-premises of alcohol consumption)
- g) Business schools, studios and vocational schools, not involving processes of a heavy industrial nature
- h) Business Service Establishments
- i) Car lots - new and used
- j) Car service and sales establishments
- k) Car washes
- l) Car/vehicle rental or leasing
- m) Clubs & Lodges
- n) Commercial animal establishments
- o) Commercial Food Preparation Kitchens
- p) Computer-Generated CAD-CAM operations not involving heavy industry
- q) Convenience Stores or Centers
- r) Drive-in restaurants
- s) Eating & Drinking Establishments
- t) Exhibition & Art Galleries
- u) Farmers Markets or other open markets
- v) Fences, Hedges, Walls & Trees
- w) Financial Institutions
- x) Fitness, recreational sports, gym or athletic club
- y) Garden / Flower Shops
- z) Hospitals and emergency facilities
- aa) Hotels / Motels
- bb) Hospitals for Animals
- cc) Mortuaries/funeral homes
- dd) Movie Theaters
- ee) Museums, exhibitions or similar facilities
- ff) Parking Lot & Parking Garages (not as a stand-alone use)
- gg) Parks
- hh) Personal Service Establishments

- ii) Plant or tree nurseries
- jj) Professional, Commercial or Business Offices
- kk) Public Buildings & Lands
- ll) Public Safety-Related Facilities
- mm) Public Transportation Terminals other than truck terminals
- nn) Public Utilities
- oo) Recreation Facilities – Private
- pp) Recreation Facilities – Public
- qq) Religious Assembly, place of
- rr) Restaurants & Lounges
- ss) Retail Stores, Sales, Display Rooms & Shops
- tt) Schools – Private
- uu) Schools – Public
- vv) Service stations
- ww) Signs
- xx) Trailer sales and service
- yy) Warehouse discount stores/superstores
- zz) Wholesaling, exclusive of manufacturing
- aaa) Nursery Schools and Day Care Centers

3. Uses Permitted by Special Review

- a) Single-Family Detached Dwellings
- b) Accessory Dwelling units (ADUs)
- c) Construction-related businesses
- d) Kennels & other canine related Facilities (commercial or private)

4. Accessory uses and building - Refer to Town of Elizabeth Land Use Code (Regional Commercial)

5. Development Standards

- a. **Floor/Area Ratio.** The maximum floor-area ratio for each development tract within the Regional Commercial Planning Area shall not exceed 0.75.
- b. **Building Setback: Non-Residential.** The minimum building setback from any public street right-of-way shall be:
 - Building front 15 feet
 - Building side 5 feet
 - Building side 10 feet from local street
 - Building rear 10 feet
 - Any commercial development along Highway 86 shall have a minimum setback of 50 feet
 - Any commercial development must incorporate the Town of Elizabeth's Design Guidelines
- c. **Residential Components:**
For residential components within Regional Commercial (RC) zoning, the average density, maximum number of dwelling units & building setback standards outlined in the Single-Family (SF) Land Use Category shall apply.

- Any residential component shall have a minimum setback of 50 feet

- d. **Building Separation.** The minimum building or structure separation shall be the greater of:
 - i) twenty (20) feet or
 - ii) shall be governed by the applicable building code.
- e. **Building Height.** Buildings or structures in RC Planning Areas are permitted up to 35'.

C. Parks & Open Space (OS)

1. Intent

To provide passive open space uses which will separate, define and protect the development planning areas contained within this Planned Development. Open Space does not include golf courses.

Elizabeth 86 will include a system of trails, including a multi-use trail and secondary pathway along Gold Creek and street sidewalks that will promote pedestrian and bicycle travel in and through the development. Open Space is to be located along the Gold Creek corridor providing convenient access as well as serving as a community focal point that will accommodate a variety of recreational activities including community and regional non-motorized (i.e. pedestrian & bicycle) access. Smaller pocket parks and open spaces will be designed and distributed in the community to be within walking distance for most residents.

Parks, trail corridors and streets will be located and configured to ensure connectivity and promote an overall sense of community in the Elizabeth 86 development. The primary park is identified as PA-13 and has been strategically located to serve as a neighborhood focal point and gathering area. Parks shall provide uses which compliment residential neighborhoods. Parks to include pocket parks and neighborhood parks.

2. Uses Permitted by right

- a. Passive recreation uses and open space.
- b. Jogging, hiking and/or bicycle trails.
- c. Dog Parks
- d. Community Gardens
- e. Drainage Facilities
- f. Picnic shelters.
- g. Park recreation uses, including but not limited to the following facilities: baseball diamonds, softball diamonds, soccer fields, tennis courts, volleyball courts, basketball courts, swimming pools, play apparatus, picnic areas, recreation center, and jogging, hiking and/or bicycling trails. Lighting shall be prohibited on sports fields.

3. Development Standards

- a. **Building Setback: Street.** The minimum building setback from any public street right-of-way line shall be:
 - Building front 25 feet
 - Building side 15 feet
 - Building rear 25 feet
- b. **Building Separation.** The minimum building or structure separation shall be the greater of:
 - i) twenty (20) feet or

ii) shall be governed by the applicable building code.

c. **Building Height.** No buildings or structures shall exceed twenty-five (25) feet in height

4. Development Criteria for Parks

a. Pocket Park

- (1) Refer to the Town of Elizabeth Land Development Code for parks, trails and open space.
- (2) Size: Generally $\frac{1}{4}$ to $\frac{1}{2}$ acre
- (3) Location/Orientation: Centrally located within the residential development and/or easily accessible by residents without the use of vehicles. A 5-10 minute walking distance
- (4) Frontage: Required on one, preferred two or more local streets.
- (5) Minimum development features and/or amenities: Turf and landscape plantings to provide shade over at least 15% of the area, benches in shade and sun, bike racks and trash receptacles. Optional features: a small shade structure, small playground and/or small scale tot-lot, picnic tables, minimal signage, security lighting.

b. Neighborhood Park

- (1) Refer to Town of Elizabeth Land Development Code for parks, trails and open space.
- (2) Size: A minimum of 3 acres in size.
- (3) Location/Orientation: Within an immediate neighborhood with a $\frac{1}{4}$ to $\frac{1}{2}$ mile service radius. Neighborhood parks shall serve as an extension of the neighborhood around them. They shall be a social and recreation focal point. Interconnected to trails/sidewalks low-volume streets within walking/biking distance of most users.
- (4) Frontage: High visibility to surrounding local streets. On street parking
- (5) Minimum development features and/or amenities: 50%/50% split between active and passive recreational uses. Active recreational features may include: a children's playground, unobstructed open play areas for practice or pick-up games and low impact recreation options such as bocce ball and/or horseshoes. Other amenities should include picnic shelters, internal trails, benches, trash receptacles, bike racks, public art, signage and security lighting.

D. Open Space, Trails & Amenities

At minimum, 20% of the site shall be open space. The Development Plan depicts trail including a multi-use trail and secondary pathway along Gold Creek that will promote pedestrian and bicycle travel in and through the development. Trail corridors will be located and configured to ensure connectivity and promote an overall sense of community in the Elizabeth 86 Development.

The PUD Plan indicates trail connections, but the exact locations will be determined in latter phases of the entitlement process. These trail connections include:

1. One regional trail connection bisecting the site through PA-3 & PA-12, connecting Highway 86 to the Ritoro Property – 10' Concrete
2. One open space trail within PA-13 – 6' Crusher Fines
3. One pedestrian crossing over Gold Creek between PA-5 & PA-1 to allow walkability to the RC planning area.

E. Land Use Chart

A. Land Use Item	B. Planning Area Map Number	C. Map Area Code	D. Gross Land Area in Acres	Percentage of Total Land Area	E. Land Use Formula	F. Proposed Maximum Density (In DUs or SF)
1. Flood Plain Areas, Detention Areas & Pond Areas	PA-3	OS/FLD	5.0	5.1%	Regional Trail Corridor - 2.05 acres outside of 100 year flood plain	N/A
	PA-12	OS/FLD	9.1	9.2%	Regional Trail Corridor - 2.50 acres outside of 100 year flood plain	N/A
	PA-2	OS/POND	1.0	1.0%	N/A	N/A
	PA-4	OS/POND	1.0	1.0%	N/A	N/A
	PA-8	OS/POND	1.5	1.5%	N/A	N/A
2. Dedication Areas for Parks, Open Space	PA-10	Conservation Easement	5.0	5.1%	N/A	N/A
	PA-11	OS	0.8	0.8%	N/A	N/A
	PA-13	PK/OS/POND	7.3	7.4%	N/A	N/A
3. Development Areas	PA-1	RC	5.2	5.3%	max 50%	113,256
	PA-5	SF	9.4	9.5%	8 DU/AC	75
	PA-7	SF	6.9	7.0%	8 DU/AC	55
	PA-9	SF	16.1	16.3%	8 DU/AC	129
	PA-14	SF	21.4	21.7%	8 DU/AC	171
		ROW (Total)	8.9	9.0%		
4. Total Map Acreage (Total figures above)			98.5			
5. Applicant's Acreage Listed in Application (Line 4 minus line 5)			98.5			

Note: Any unused residential units could be transferred to the RC Use Area. Residential units in the RC planning area require a Special Use.

* Total number of residential units shall not exceed this quantity. RE: Density Variations under General Provisions

	acres	building coverage sq.ft. or number of units	percent of the project land area
6. Total Retail/Commercial/Office Planning Areas/Mixed Use	5.2	113,256	5%
7. Total SF Areas	53.8	383 *	55%
8. Total Park Areas	7.3		7%
9. Total other open space including trail corridors, greenbelts, and floodplain areas.	23.4		24%
10. Total open space	30.7		31%
11. Total active open space	11.9		12%

GENERAL NOTE:

The overall property has approx. 31% of the property in either Park, Trail Corridors, Ponds, Conservation Easement, or Floodplain areas. A PUD should have a minimum of 20% Open Space, with 10% of that Open Space being active open space (must be usable, excluding floodplains, and utility easements). This proposal includes approximately 12% active open space, those areas are PA-13 - including the existing fishing pond, and also includes the regional trail corridor area in PA-3 & PA-12, outside of the 100-year floodplain.

V. ENFORCEMENT AND ADMINISTRATION

A. Incorporation of Planned Development Master Plan

The plan of development for Elizabeth 86 Development, including the location and boundaries of Planning Areas, the circulation elements, and the densities established by the ELIZABETH 86 DEVELOPMENT PLAN AND GUIDE together with everything shown thereon and all amendments thereto.

B. Effect of Recorded Plan

The approval by Ordinance of the ELIZABETH 86 DEVELOPMENT PLAN AND GUIDE by the Board of Trustees and the recording of such Development Plan and Guide with the Elbert County Clerk and Recorder shall be deemed to be rezoned to a PUD-Planned Unit Development District under Chapter 16 – Article 1 - Zoning of the Elizabeth Municipal Code for the real property described in the Development Plan.



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT C



TOWN OF ELIZABETH
COMMUNITY DEVELOPMENT DEPARTMENT

LAND USE APPLICATION

DATE: 04/26/2024
NAME OF PROJECT: ELIZABETH 86 - PUD AMENDMENT #1
NAME OF APPLICANT: JIM MARSHALL
ADDRESS AND LEGAL DESCRIPTION OF PROJECT: HIGHWAY 86 AND HINDS STREET

Please check the appropriate item(s):

- REZONE
- PUD (planned unit development)
- VARIANCE
- SITE PLAN
- PLAT
- MINOR PLAT/REPLAT
- SUBDIVISION
- OTHER _____
- USE BY SPECIAL REVIEW
- ANNEXATION
- MINOR SUBDIVISION

PRESENT ZONING: PUD / CMU (COMMERCIAL MIXED-USE) AREA IN ACRES: AMENDED AREA = 5.2 ACRES
TOTAL PUD = 98.5 ACRES
PROPOSED ZONING PUD / RC (REGIONAL COMMERCIAL) PRESENT USE: _____

PROPOSED # OF LOTS (if applicable): _____

PROPOSED GROSS FLOOR AREA (if applicable): _____

*PROPERTY OWNER

NAME: ELIZABETH 86 INVESTMENTS, LLC
ADDRESS: _____
TELEPHONE #: _____
EMAIL: _____

Tery Warren
SIGNATURE OF OWNER TERY WARREN
SIGNATURE OF OWNER

APPLICANT REPRESENTATIVE

NAME: E86 J.V., LLC
ADDRESS: _____
TELEPHONE #: _____
EMAIL: _____

James Marshall
SIGNATURE OF APPLICANT JAMES MARSHALL
SIGNATURE OF APPLICANT

ERIN KATHLEEN FULLER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20234018871
MY COMMISSION EXPIRES 05/19/2027

*(OWNERS SIGNATURE NEEDS TO BE NOTARIZED)

Subscribed and sworn to be before me this 8 day of May, 20 24
My commission expires 5/19/27
Erin Fuller
Notary



May 16th, 2024

Alexandra Cramer
Planning / Project Manager
Community Development Department
Elizabeth, CO 80107

Ms. Cramer,

On behalf of Elizabeth 86 Investments LLC, please accept this letter as the required narrative for Amendment #1 to the E86 / Legacy Village PUD.

This amendment proposes converting the land use in PA-1 from its existing CMU (Commercial Mixed-Use) to RC (Regional Commercial) which more closely aligns with the regional commercial uses found along Hwy 86 within Elizabeth.

Provided within this amendment are:

1. Land Use Application
2. Title Work
3. Warranty Deed
4. Amended PUD Maps
5. Amended PUD Guide
6. Updated Traffic Letter
7. Conceptual Commercial Layout Plan

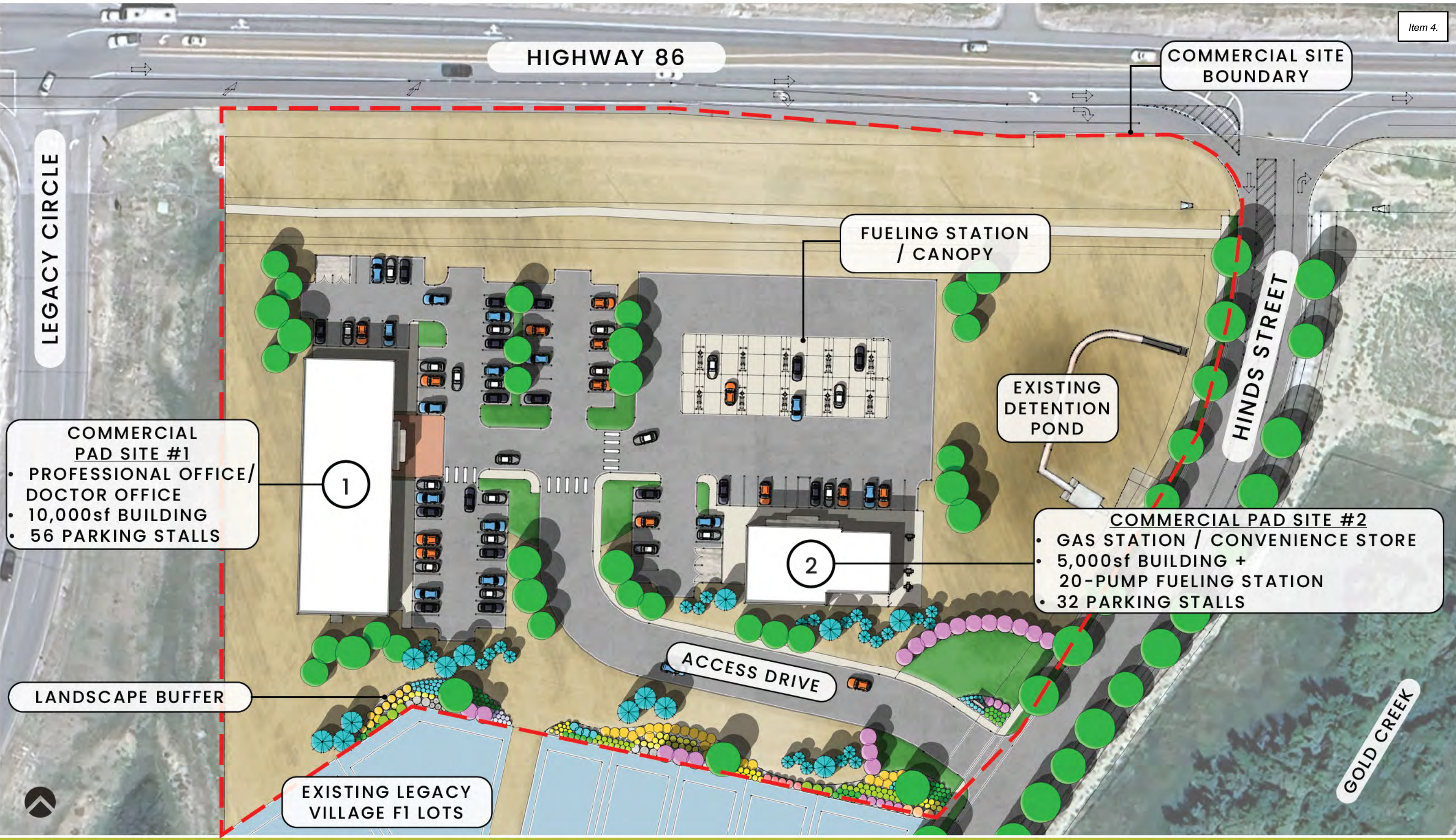
We are excited to move forward with this amendment and would like to thank you for your time in reviewing this submittal.

Sincerely,

Garrett Graham

Garrett Graham – PCS Group, Inc





HIGHWAY 86

COMMERCIAL SITE BOUNDARY

LEGACY CIRCLE

FUELING STATION / CANOPY

HINDS STREET

EXISTING DETENTION POND

COMMERCIAL PAD SITE #1

- PROFESSIONAL OFFICE / DOCTOR OFFICE
- 10,000sf BUILDING
- 56 PARKING STALLS

1

COMMERCIAL PAD SITE #2

- GAS STATION / CONVENIENCE STORE
- 5,000sf BUILDING + 20-PUMP FUELING STATION
- 32 PARKING STALLS

2

LANDSCAPE BUFFER

ACCESS DRIVE

EXISTING LEGACY VILLAGE F1 LOTS

GOLD CREEK



May 8, 2024

Mr. Jim Marshall
E 86 JV
[REDACTED]

Re: Legacy Ridge
PUD Amendment
Elizabeth, CO
LSC #240330

Dear Mr. Marshall:

In response to your request, LSC Transportation Consultants, Inc. has prepared this trip generation letter for the proposed Legacy Ridge PUD Amendment in Elizabeth, Colorado. This site was previously studied in the August, 2021 *Legacy Village (E-86) Traffic Impact Analysis (2021 TIA)* by LSC. Table 2 from the 2021 TIA is attached for reference.

LAND USE AND ACCESS

The commercial portion of the site is currently proposed to include about 5,000 square feet of general office space, about 5,000 square feet of medical office space, and a convenience store/gas station with 20 fueling positions. Right-in/right-out access exists to SH 86 via Hinds Street. The amendment proposes to open the right-in/right-out SH 86 up to full movement to allow future signalization. This will require an updated traffic study, access permit, and coordination with CDOT on future traffic signal warrants.

TRIP GENERATION

Table 1 shows the estimated average weekday, morning peak-hour, and afternoon peak-hour trip generation for the proposed site based on the rates from *Trip Generation, 10th Edition, 2017* by the Institute of Transportation Engineers (ITE) for the proposed land use.

The currently proposed land use is projected to generate about 5,377 vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the morning peak-hour, which generally occurs for one hour between 6:30 and 8:30 a.m., about 289 vehicles would enter and about 274 vehicles would exit the site. During the afternoon peak-hour, which generally occurs for one hour between 4:00 and 6:00 p.m., about 235 vehicles would enter and about 248 vehicles would exit. These estimates are expected to be reduced due to passby trips as shown in Table 1.

The site is projected to generate about 644 additional primary vehicle-trips on the average weekday, with about half entering and half exiting during a 24-hour period. During the mor-

ning peak-hour, which generally occurs for one hour between 6:30 and 8:30 a.m., about 95 additional primary trips would enter and about 90 additional primary trips would exit the site. During the afternoon peak-hour, which generally occurs for one hour between 4:00 and 6:00 p.m., about 26 additional primary trips would enter and about 32 additional primary trips would exit.

CONCLUSIONS

The impact of the Legacy Ridge PUD Amendment will have a higher trip generation potential than assumed in the 2021 TIA. An updated traffic study, access permit application, and coordination with CDOT on future signalization will be needed both to increase the allowable trip generation and to allow the existing right-in/right-out access (via Hinds Street) to be converted to full movement.

* * * * *

We trust our findings will assist you in gaining approval of the proposed Legacy Ridge PUD Amendment development. Please contact me if you have any questions or need further assistance.

Sincerely,

LSC TRANSPORTATION CONSULTANTS, INC.

By _____
Christopher S. McGranahan, P.E.
Principal/President



CSM/wc

5-8-24

Enclosures: Table 2 from 2021 TIA
Table 1

W:\LSC\Projects\2024\240330-LegacyRidgePUD_Amendment\Report\LegacyRidgePUD_Amendment-050824.wpd

**Table 2
ESTIMATED TRAFFIC GENERATION
Legacy Village (E-86)
Elizabeth, CO
LSC #190500; August, 2021**

Trip Generating Category	Quantity	Trip Generation Rates ⁽¹⁾				Vehicle-Trips Generated					
		Average	AM Peak-Hour		PM Peak-Hour		Average	AM Peak-Hour		PM Peak-Hour	
		Weekday	In	Out	In	Out	Weekday	In	Out	In	Out
CURRENTLY PROPOSED LAND USE - RIRO ACCESS TO SH 86											
<u>Phase 1 - 2025</u>											
Single-Family Housing ⁽²⁾	123 DU ⁽³⁾	9.44	0.185	0.555	0.624	0.366	1,161	23	68	77	45
<u>Phase 2 - 2025</u>											
Single-Family Housing	103 DU	9.44	0.185	0.555	0.624	0.366	972	19	57	64	38
Sub-Total Phases 1 and 2 (2025) =							2,133	42	125	141	83
FUTURE PROPOSED LAND USE - FULL MOVEMENT ACCESS TO SH 86											
<u>Phase 3 - 2027</u>											
Commercial ⁽⁴⁾	45 KSF ⁽⁵⁾	37.75	0.583	0.357	1.829	1.981	1,699	26	16	82	89
Total =							3,832	68	141	223	172

Notes:

- (1) Source: *Trip Generation*, Institute of Transportation Engineers, 10th Edition, 2017.
- (2) ITE Land Use No. 210 - Single-Family Detached Housing
- (3) DU = dwelling units
- (4) ITE Land Use No. 820 - Shopping Center
- (5) KSF = 1,000 square feet

**Table 1
ESTIMATED TRAFFIC GENERATION
Legacy Ridge PUD Amendment
Elizabeth, CO
LSC #240330; May, 2024**

Trip Generating Category	Quantity	Trip Generation Rates ⁽¹⁾					Vehicle-Trips Generated				
		Average	AM Peak-Hour		PM Peak-Hour		Average	AM Peak-Hour		PM Peak-Hour	
		Weekday	In	Out	In	Out	Weekday	In	Out	In	Out
PREVIOUSLY ASSUMED LAND USE (August, 2021 Legacy Village (E-86) TIA by LSC)											
Commercial ⁽²⁾	45 KSF ⁽³⁾	37.75	0.583	0.357	1.829	1.981	1,699	26	16	82	89
CURRENTLY PROPOSED LAND USE											
General Office ⁽⁴⁾	5.0 KSF ⁽³⁾	10.84	1.338	0.182	0.245	1.195	54	7	1	1	6
Medical Office ⁽⁵⁾	5.0 KSF	36.00	2.449	0.651	1.179	2.751	180	12	3	6	14
Gas Station ⁽⁶⁾	20.0 FP ⁽⁷⁾	257.13	13.520	13.520	11.380	11.380	5,143	270	270	228	228
Total =							5,377	289	274	235	248
Passby Trips ⁽⁸⁾ =							3,034	168	168	127	127
Primary Trips =							2,343	121	106	108	121
Net Increase in Primary Trips =							644	95	90	26	32
								AM = 185		PM = 58	

Notes:

- (1) Source: *Trip Generation*, Institute of Transportation Engineers, 11th Edition, 2021
- (2) Based on E-86 TIA
- (3) KSF = 1,000 square feet
- (4) ITE Land Use No. 710 - General Office Bulding
- (5) ITE Land Use No. 720 - Medical-Dental Office Building
- (6) ITE Land Use No. 945 - Convenience Store/Gas Station
- (7) FP = Fueling Positions
- (8) Passby trips are assumed to be 59% for daily trips, 62% for morning peak-hour trips, and 56% for afternoon peak-hour trips based on the *Trip Generation Handbook*, 3rd Edition.

1600

480877 12/28/2006 03:10P B690 P582 SWD
1 of 3 R 16.00 D 0.00 Elbert County

Item 4

SPECIAL WARRANTY DEED
RERECORDED TO CORRECT LEGAL DESCRIPTION

THIS DEED, made as of December 28, 2006, between GOLD CREEK WATER, LLC, a Colorado limited liability company, grantor, and ELIZABETH 86 WATER LLC, a Colorado limited liability company, whose address is [REDACTED]

WITNESSETH, that the grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey, and confirm, unto the grantee, its successors and assigns forever, all the real property, together with all improvements, if any, situate, lying and being in the County of Elbert, and State of Colorado, described as follows:

See Exhibit A attached hereto and incorporated herein by this reference

also known by street and number as: vacant land -- no address assigned;

TOGETHER WITH all minerals and mineral rights under or with respect to the Property owned by Grantor, if any, including, but not limited to, coal, oil, gas and associated liquid hydrocarbons, coal gas, coalbed methane, nitrogen, carbon dioxide, helium and all natural gasses, appurtenant to and underlying the Property and other elements or matter below the surface of the Property;

TOGETHER WITH all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances;

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee, its heirs and assigns forever. The grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor, excepting from the foregoing warranty any covenants, conditions, restrictions, easements, agreements, or other documents of record.

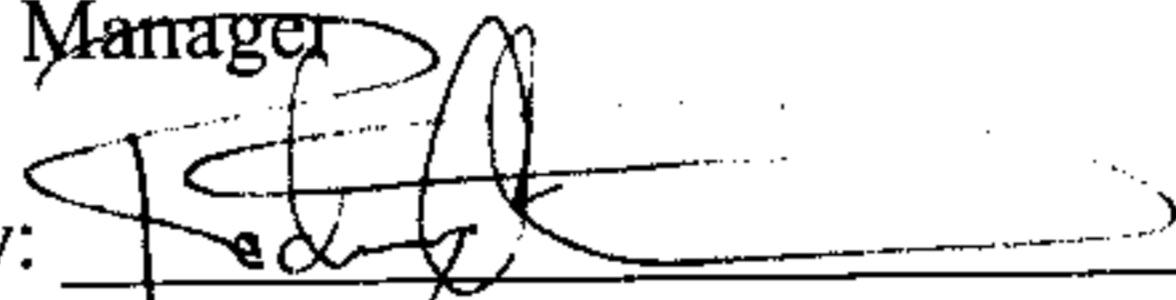
486049 06/13/2007 02:29P B695 P709 SWD
1 of 3 R 16.00 D 0.00 Elbert County

STATE DOCUMENTARY FEE
Date DEC 28 2006
\$ 0.00

IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

GOLD CREEK WATER, LLC,
a Colorado limited liability company

By: MALLARD INVESTMENTS, LLC
a Colorado limited liability company
Its Manager

By: 
Rodney Atherton, Manager

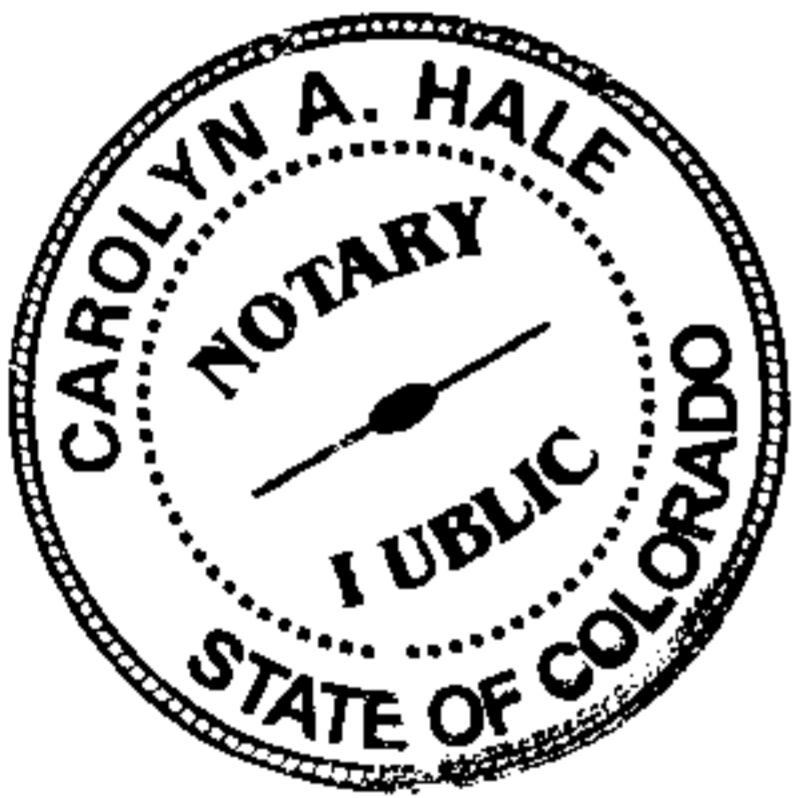
STATE OF COLORADO)
CITY &)
COUNTY OF Denver)

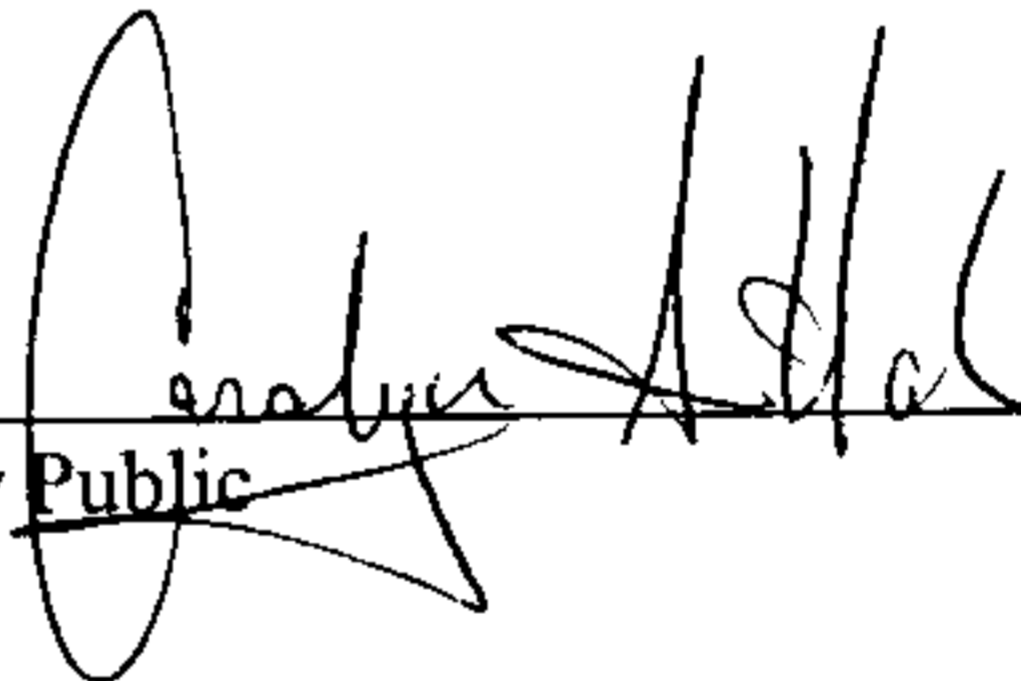
ss.

The foregoing was acknowledged before me this 28 day of December, 2006, by Rodney Atherton, as Manager of Mallard Investments, LLC, a Colorado limited liability company, as Manager of GOLD CREEK WATER, LLC, a Colorado limited liability company.

My commission expires: 1/29/07

Witness my hand and official seal.




Notary Public

486049 06/13/2007 02:29P B695 P709 SWD
2 of 3 R 16.00 D 0.00 Elbert County



486049 06/13/2007 02:29P B695 P709 SWD
3 of 3 R 16.00 D 0.00 Elbert County

EXHIBIT A

LEGAL DESCRIPTION

A TRACT OF LAND SITUATED IN THE NORTHWEST 1/4 OF SECTION 13, TOWNSHIP 8 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, ELBERT COUNTY, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID NORTHWEST 1/4 AND CONSIDERING THE SOUTH LINE OF THE NORTHWEST 1/4 TO BEAR N 89° 21' 49" W WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;

THENCE N 89° 21' 49" W ALONG SAID SOUTH LINE A DISTANCE OF 820.25 FEET TO THE TRUE POINT OF BEGINNING;

THENCE N 89° 21' 49" W ALONG SAID SOUTH LINE A DISTANCE OF 684.70 FEET;

THENCE N 02° 30' 50" W A DISTANCE OF 1323.05 FEET;

THENCE N 89° 16' 42" E A DISTANCE OF 839.07 FEET;

THENCE N 05° 41' 30" W A DISTANCE OF 35.33 FEET;

THENCE S 30° 23' 52" E A DISTANCE OF 40.20 FEET;

THENCE S 25° 08' 36" W A DISTANCE OF 115.96 FEET;

THENCE S 02° 57' 43" W A DISTANCE OF 163.17 FEET;

THENCE S 23° 14' 12" E A DISTANCE OF 124.05 FEET;

THENCE S 10° 00' 54" W A DISTANCE OF 306.95 FEET;

THENCE S 67° 42' 38" E A DISTANCE OF 288.23 FEET;

THENCE S 13° 01' 51" W A DISTANCE OF 130.27 FEET;

THENCE S 08° 28' 28" W A DISTANCE OF 108.55 FEET;

THENCE S 16° 49' 24" W A DISTANCE OF 109.74 FEET;

THENCE S 51° 33' 11" W A DISTANCE OF 179.48 FEET;

THENCE S 46° 10' 13" W A DISTANCE OF 138.62 FEET TO THE POINT OF BEGINNING.

COUNTY OF ELBERT,
STATE OF COLORADO.



Stewart Title Company
10851 S. Crossroads Dr., Suite B
Parker, CO 80134

Item 4.

Fax:

Date: May 15, 2024
File Number: 2328781-IO
Property Address: 2484 State Highway 86, Elizabeth, CO 80107
Buyer/Borrower: Informational Only Commitment

Please direct all Closing inquiries to:

Rikki Peterson
Phone:
Fax:
Email Address: Rikki.Peterson@stewart.com

Informational Only Commitment
Delivery Method: Emailed

Elizabeth 86 Water, LLC, a Colorado limited liability company
Delivery Method: Emailed

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. PLEASE FEEL FREE TO CONTACT THE ESCROW OFFICE AS NOTED ABOVE.

We Appreciate Your Business and Look Forward to Serving You in the Future.



UNDERSTANDING YOUR TITLE COMMITMENT

SCHEDULE A:

No. 1: Effective date: This is the date our title plant is certified through. There will typically be a 1-2 week gap between the certification date and the date the commitment is issued.

No. 2A : Owner's Policy Proposed Insured: This is how the buyer's name(s) appear(s) on the Contract, all Closing documents and your Final Title Policy. If your name is appearing incorrectly, please advise your Realtor, Builder and/or Lender.

No. 2B : Loan Policy Proposed Insured: This is how your lender has requested their name appear. If you are working with a Mortgage Broker, then this name may be unfamiliar to you. If a determination has not yet been made on what lender will be providing your loan, then this may appear as 'TBD' (To Be Determined). If you are paying cash for this purchase, this item will be left blank.

Charges: Title Premiums, Endorsements and Tax Certificates: These are fees for the items that the Company has determined may be required by your Lender and/or to meet the terms of your contract. Your lender may request additional items. This does not include any closing fees.

No. 3: The estate or interest in the land...: This shows the type of ownership that is going to be insured.

No. 4: The Title is, at the Commitment Date...: This shows the name(s) of the current owner(s).

No. 5: The land referred to in the Commitment...: This is the 'legal' property description for the real estate you are buying or selling.

SCHEDULE B-SECTION 1:

These are Requirements that must be satisfied in order to provide clear title to the Buyer and/or Lender. The closer and/or processor for the Title Company, will generally take care of satisfying these requirements, however there may be times when your help will be needed as well. Some requirements will be met prior to closing, and others will be met at the time of closing.

SCHEDULE B-SECTION 2:

These items are Exceptions to your coverage. We are telling you these items exist (whether by recordation in the County Clerk and Recorder's office or because we have knowledge of them through other means). Since these items have been disclosed to you, you will not be provided any coverage for same. Owner's Extended Coverage will delete Items 1-5 of the pre-printed items on Residential Sale Commitments, provided that the coverage was requested by contract and collected at closing. Copies of the plat and covenants will be automatically sent to the buyer and/or Selling Agent. We are happy to also provide you with copies of any other exceptions as well.



WIRE FRAUD

ALERT

NOTIFICATION:

READ THIS BEFORE YOU WIRE FUNDS

WIRE FRAUD: THE THREAT IS REAL

Buying a home is an exciting time. You've saved, found the perfect home and planned the move. Now, the closing day for your home is just around the corner.

We want to make sure your home purchase doesn't get derailed by a dangerous threat that could keep you from getting the keys, painting walls and decorating. Criminals have stolen money meant for the purchase of homes through malicious wire fraud schemes targeting consumers across the country.

Criminals begin the wire fraud process way before the attempted theft occurs. Most often, they begin with a common social engineering technique called phishing. This can take the form of email messages, website forms or phone calls to fraudulently obtain private information. Through seemingly harmless communication, criminals trick users into inputting their information or clicking a link that allows hackers to steal login and password information.

Once hackers gain access to an email account, they will monitor messages to find someone in the process of buying a home. Hacks can come from various parties involved in a transaction, including real estate agents, attorneys or consumers. Criminals then use the stolen information to email fraudulent wire transfer instructions disguised to appear as if they came from a professional you're working with to purchase a home. If you receive an email with wiring instructions, don't respond. Email is not a secure way to send financial information. If you take the bait, your money could be gone in minutes.

What can I do to protect myself?

Despite efforts by the title industry and others to educate consumers about the risk, homebuyers continue to be targeted. Here are some tips on what you can do to protect yourself and/or your clients:

1. **If requested**, wiring instructions will be provided via an encrypted email.
2. **Call, don't email**: Confirm all wiring instructions by phone before transferring funds. Use the phone number from the title company's website or a business card.
3. **Be suspicious**: It's not common for title companies to change wiring instructions and payment info
4. **Confirm it all**: Ask your bank to confirm not just the account number but also the name on the account before sending a wire. The name on the account should state Stewart Title Company Escrow Account.
5. **Verify immediately**: You should call the title company or real estate agent to validate that the funds were received. Detecting that you sent the money to the wrong account within 24 hours gives you the best chance of recovering your money from the hackers.
6. **Forward, don't reply**: When responding to an email, hit the "forward" button instead of clicking the "reply" button, and then start typing the person's email address. Criminals use email addresses that are very similar to the real one for a company. By typing in email addresses, you will make it easier to discover if a fraudster is after you.



ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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.

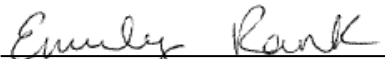
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, 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.


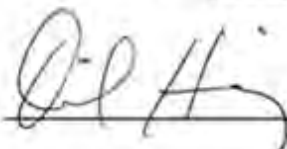
COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I - Requirements; Schedule B, Part II - Exceptions; and the Commitment Conditions, STEWART TITLE GUARANTY COMPANY, a Texas 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 Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I - Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.


Authorized Countersignature
Stewart Title Company
10851 S. Crossroads Dr., Suite B
Parker, CO 80134




Frederick H. Eppinger
President and CEO

David Hisey
Secretary

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File No.: 2328781-IO

ALTA Commitment for Title Insurance (07-01-2021)

Page 1 of 4



COMMITMENT CONDITIONS

1. DEFINITIONS

- a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
 - b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
 - d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
 - e. "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.
 - f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
 - g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
 - h. "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
 - i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
 - j. "Title": The estate or interest in the Land identified in Item 3 of 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 countersignature 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 is not liable for any other amendment to this Commitment.

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ALTA Commitment for Title Insurance (07-01-2021)

Page 2 of 4

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 is not 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 is only liable 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 does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not 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. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- 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 under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. 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 IS 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 closing, settlement, escrow, or any other purpose.

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. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

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ALTA Commitment for Title Insurance (07-01-2021)

Page 3 of 4

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election 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>.

STEWART TITLE GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at: Stewart Title Guaranty Company, P.O. Box 2029, Houston, Texas 77252-2029.

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ALTA Commitment for Title Insurance (07-01-2021)

Page 4 of 4

**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Stewart Title Company
Issuing Office: 10851 S. Crossroads Dr., Suite B, Parker, CO 80134
Issuing Office's ALTA® Registry ID:
Loan ID Number:
[Redacted] r: [Redacted]
Property Address: 2484 State Highway 86, Elizabeth, CO 80107
Revision Number:

1. **Commitment Date:** May 7, 2024 at 8:00AM

2. **Policy to be issued:** **Proposed Amount of Insurance**
(a) 2021 ALTA® Owner's Policy
Proposed Insured: Informational Only Commitment

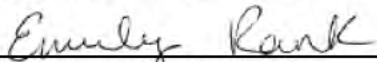
(b) ALTA® Loan Policy
Proposed Insured:

3. **The estate or interest in the Land at the Commitment Date is:**
FEE SIMPLE

4. **The Title is, at the Commitment Date, vested in:**
Elizabeth 86 Water, LLC, a Colorado limited liability company

5. **The Land is described as follows:**
See Exhibit "A" Attached Hereto

STEWART TITLE GUARANTY COMPANY


Authorized Countersignature

STATEMENT OF CHARGES

These charges are due and payable before a policy can be issued:

Informational Only Commitment Fee \$750.00

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**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE A**

Item 4.

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 2 of 6

AMERICAN
LAND TITLE
ASSOCIATION

Page 116

ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)**EXHIBIT "A"****LEGAL DESCRIPTION**

ISSUED BY

STEWART TITLE GUARANTY COMPANY

File No.: 2328781-IO

Tract A, LEGACY VILLAGE SUBDIVISION FILING NO. 1, County of Elbert, State of Colorado.

For Informational Purposes Only: 2484 State Highway 86, Elizabeth, CO 80107

APN: R123407, 8513205001

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ALTA Commitment for Title Insurance Schedule A (07-01-2021)

Page 3 of 6

**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART I**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2328781-IO

Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

FOR INFORMATIONAL PURPOSES ONLY:

24-month Chain of Title: The only conveyance(s) affecting said land recorded within the 24 months preceding the date of this commitment is (are) as follows:

Warranty Deed recorded June 13, 2007, [in Book 695 at Page 709 as Reception No. 486049](#). Warranty Deed recorded December 28, 2006, [in Book 690 at Page 582 as Reception No. 480877](#).

NOTE: If no conveyances were found in that 24 month period, the last recorded conveyance is reported. If the subject land is a lot in a subdivision plat less than 24 months old, only the conveyances subsequent to the plat are reported.

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ALTA Commitment for Title Insurance Schedule BI (07-01-2021)

Page 4 of 6



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2328781-IO

Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions 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 defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I - Requirements are met.
2. Rights or claims of parties in possession, not shown by the public records.
3. Easements, or claims of easements, not shown by the public records.
4. Any encroachment, encumbrance, 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 the public records.
5. 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.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) Minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded January 1, 1874 [in Book 1 at Page 285 as Reception No. 010285](#).
10. Reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore; and (2) right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded January 1, 1903 [in Book 23 at Page 456 as Reception No. 015949](#).
11. Right of way and easement to Plateau Natural Gas Company to construct, operate, maintain, repair and so forth, together with the right of ingress and egress for such purposes, a pipeline for the transportation of gas recorded March 6, 1963 [in Book 251 at Page 193 as Reception No. 175427](#). Conveyed to Northern Natural Gas Company by instrument recorded March 25, 1970 [in Book 271 at Page 451](#).

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ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 5 of 6



**ALTA COMMITMENT FOR TITLE INSURANCE (07-01-2021)
SCHEDULE B PART II**

Item 4.

ISSUED BY
STEWART TITLE GUARANTY COMPANY

12. Terms, agreements, provisions, conditions and obligations as contained in Resolution Approving SP10-0023 Elizabeth 86 Residential Metropolitan District recorded September 22, 2010 [in Book 721 at Page 744 as Reception No. 512389](#).
13. Terms, agreements, provisions, conditions and obligations as contained in Resolution Approving SP10-0024 Elizabeth 86 Commercial Metropolitan District recorded September 22, 2010 [in Book 721 at Page 745 as Reception No. 512390](#).
14. Terms, agreements, provisions, conditions and obligations as contained in Temporary Construction Easement recorded December 6, 2016 [at Reception No. 564389](#). Ratification thereof recorded May 4, 2017 [at Reception No. 569112](#).
15. Terms, agreements, provisions, conditions and obligations as contained in Easement Agreement (Drainage) recorded December 6, 2016 [in Book 773 at Page 203 as Reception No. 564390](#). Ratification thereof recorded May 24, 2017 [in Book 777 at Page 886 as Reception No. 569114](#).
16. Resolution 18R51 recorded September 26, 2018 [in Book 789 at Page 627 as Reception No. 580816](#). Resolution 21R04 recorded February 1, 2021 [in Book 812 at Page 717](#).
17. Water Rights Deed recorded January 7, 2020 [in Book 800 at Page 470 as Reception No. 591781](#).
18. All matters shown on the plat of Legacy Village Filing No. 1 recorded November 10, 2021 [as Reception No. 613908](#).
19. Subdivision Agreement recorded November 10, 2021 [in Book 822 at Page 354 as Reception No. 613911](#).
20. Any loss or damage arising from the fact that the fence lines on or near the perimeter of subject property do not necessarily coincide with the exact property lines.
21. Right of Way for Gold Creek over subject property.
22. Existing unrecorded leases, if any.
23. Deed of Trust executed by Elizabeth 86 Water, LLC, et al., to the Public Trustee, to secure an indebtedness of \$2,940,000.00 in favor of Redstone Bank recorded October 31, 2017 as [Reception No. 573270](#), and any modifications thereto.
24. Declaration of Covenants, Conditions and Restrictions for Legacy Village recorded May 8, 2023 at [Reception No. 626613](#).
25. Declaration of Design Covenants, Conditions and Restrictions for Legacy Village recorded May 8, 2023 at [Reception No. 626614](#).

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File No.: 2328781-IO

ALTA Commitment for Title Insurance Schedule BII (07-01-2021)

Page 6 of 6



SELLERS: Elizabeth 86 Water, LLC, a Colorado limited liability company

BUYERS: Informational Only Commitment

PROPERTY: 2484 State Highway 86, Elizabeth, CO 80107

DATE: _____, 2024

DISCLOSURE REGARDING FUNDS FOR CLOSING

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

AFFILIATED BUSINESS DISCLOSURE

This is to give you notice that Rocky Mountain Recording Services has a business relationship with Stewart Title Company and its affiliated and subsidiary companies. Stewart Title Company and Rocky Mountain Recording Services share common ownership. Stewart Title Company is wholly owned by Stewart Title Guaranty Company which shares the same parent company as Rocky Mountain Recording Services. Because of this relationship, this referral may provide Rocky Mountain Recording Services and Stewart a financial or other benefit.

Set forth below is the estimated charge or range of charges for the settlement services listed. You are NOT required to use the above provider as a condition for settlement of this transaction on the above referenced property. THERE ARE FREQUENTLY OTHER SETTLEMENT SERVICE PROVIDERS AVAILABLE WITH SIMILAR SERVICES. YOU ARE FREE TO SHOP AROUND TO DETERMINE THAT YOU ARE RECEIVING THE BEST SERVICES AND THE BEST RATE FOR THESE SERVICES.

Colorado Recording Fee Schedule	
Processing/Verification Fee:	
Per Escrow File	\$30.00
E-Recording Fee:	
Per Document.....	\$7.00
Government Recording Fees:	
Per Document Fees	
1st Page	\$13.00
Each Additional Page.....	\$ 5.00

DISCLOSURES

Item 4.

File No.: 2328781-IO

Pursuant to C.R.S. 10-11-122, notice is hereby given that:

- A. THE SUBJECT REAL PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT;
- B. A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. 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

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph G requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Stewart Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 1 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

Note: Colorado Division of Insurance Regulations 8-1-2, Section 5, Paragraph M requires that every title entity shall notify in writing that

Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 5 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A. The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- B. No labor or materials have been furnished by mechanics or materialmen for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C. The Company must receive an appropriate affidavit indemnifying the Company against unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

No coverage will be given under any circumstances for labor or material for which the insured has contracted for or agreed to pay.

To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

- a. 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
- b. That such mineral estate may include the right to enter and use the property without the surface owner's permission.

NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.

Notice of Availability of a Closing Protection Letter: Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

STEWART INFORMATION SERVICES CORPORATION GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice (“Notice”) explains how we and our affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “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 your information. Pursuant to Title V of the Gramm-Leach Bliley Act (“GLBA”) and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver’s license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates’, and others’ products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for material purposes different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart’s affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent 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 non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an “opt out” request to OptOut@stewart.com, or contact us through other available methods provided under “Contact Information” in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

STEWART INFORMATION SERVICES CORPORATION PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, “Stewart,” “our,” or “we”) respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020 (“CPRA”), we are providing this **Privacy Notice** (“CCPA Notice”). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA (“consumers” or “you”). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver’s license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver’s license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer’s interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart’s website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

- a. To fulfill or meet the reason for which the information is provided.
- b. To provide, support, personalize, and develop our website, products, and services.
- c. To create, maintain, customize, and secure your account with Stewart.
- d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- e. To prevent and/or process claims.
- f. To assist third party vendors/service providers who complete transactions or perform services on Stewart’s behalf pursuant to valid service provider agreements.
- g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
- j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- l. Auditing for compliance with federal and state laws, rules, and regulations.
- m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
- n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice. Item 4.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

- a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- b. Affiliated Companies.
- c. Parties involved in litigation and attorneys, as required by law.
- d. Financial rating organizations, rating bureaus and trade associations.
- e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

- Category A: Identifiers
- Category B: California Customer Records personal information categories
- Category C: Protected classification characteristics under California or federal law
- Category D: Commercial Information
- Category E: Internet or other similar network activity
- Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 seq.).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. **Limit the Use of Sensitive Personal Information**

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at OptOut@stewart.com; or
2. Visiting <https://www.stewart.com/en/quick-links/ccpa-request.html>

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.
- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

<https://www.stewart.com/en/privacy.html>

Contact Information

Stewart Information Services Corporation
 Attn: Mary Thomas, Chief Compliance and Regulatory Officer
 1360 Post Oak Blvd., Ste. 100, MC #14-1
 Houston, TX 77056

URGENT WARNING ABOUT WIRE FRAUD AND WIRING INSTRUCTIONS - PROTECT YOURSELF

Think of the large amounts of money changing hands as part of your real estate transaction. This makes you a target for criminals who send emails to home buyers and sellers and their real estate or mortgage brokers with false wiring instructions. Instead of your money being sent to the proper account, it ends up in the fraudster's account.

If a third party sends you false information and you wire your money to the account they provide, it is likely you may never recover the money. The money is just gone.

How do you avoid being scammed?

- ▶ To ensure receiving or sending wiring instructions in the safest manner possible, they should be obtained or delivered in person or from an initial order package you received or in the mail from your Stewart Title Company representative.
- ▶ Before wiring funds, always call and speak with your Stewart Title Company representative to verify instructions using the contact information you received in your initial order package or in person.
- ▶ Never rely on email for wiring instructions as accounts can be faked or hacked and messages can be intercepted.
- ▶ If at any point during a transaction you receive changes to the wiring instructions you have been provided, this is a huge red flag. Immediately call your Stewart Title Company representative for verification. Always use a verified telephone number -never the number in the email with the wiring instructions.



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT D



REFERRAL RESPONSE SUMMARY REPORT

Date: June 19th, 2024

To: Garrett Graham, Senior Associate, PCS Group, Inc

From: Alexandra Cramer, Planner/Project Manager

Subject: Proposed amendment to the E-86 PUD to rezone a 5.2-acre parcel from the Commercial Mixed-Use (CMU) District to the Regional Commercial (RC) District

Please see the following summary of review comments from Town staff/consultants and external reviewing agencies for your PUD Amendment/Rezone submittal. If you have questions about any comment, please do not hesitate to reach out to the reviewer who made the comment. You may also contact me at [REDACTED] or via email at [REDACTED] if you have any questions.

TOWN REVIEW COMMENTS

Town of Elizabeth Community Development

- The proposed rezoning to the Regional Commercial (RC) District is a logical and compatible progression for the site.
- The RC zoning designation resonates with the existing commercial character of the area, particularly the adjacent commercial properties to the west of the site and capitalizes on the site's visibility and accessibility from Highway 86.
- While the RC zoning aligns with the site's prime Highway 86 location, the applicant should carefully evaluate the proposed commercial uses and mitigate potential impacts on the residential properties to the south.

Terracina Design (Civil Engineering):

- Engineering has no comments relative to this PUD amendment.

Elizabeth Public Works:

- No issues.
- Please Note: A Grease Interceptor will need to be provided if there is any food preparation within the convenience store per the Town of Elizabeth Water and Sewer Standards.

EXTERNAL REFERRAL AGENCY COMMENTS:

CORE Electric Cooperative:

- CORE Electric Cooperative approves the Rezone.



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

Black Hills Energy

- Black Hills has no issues. Please try to give us a 10 Utility easement to run gas lines to property if needed.

Stolfus & Associates:

- The Land Use Chart in the PUD Guide permits a maximum density of 169,884 square feet for PA-1. For consistency, it is requested that this value be revised to reflect the E-86 Commercial Concept submitted as part of the PUD Amendment Submittal. **Comment Resolved 6/27/24**
- As summarized in the following, additional information will be required prior to approval of Preliminary Plan/Plat:
 - The proposed change from MUC to RC will result in approximately 3x the number of trips previously estimated. An updated traffic impact study will be required that identifies the scope of highway improvements needed at the Hines Street / CO-86 intersection, including highway widening, auxiliary lanes and traffic signalization to accommodate the projected traffic assuming a full-movement access configuration.
 - The traffic impact study will need to identify any proposed variances from State Highway Access Code requirements at the full-movement access and provide a traffic signal warrant analysis.
 - It is recommended that the Applicant's traffic engineer attend a traffic study scoping meeting with the Town and CDOT prior to completing the study.
 - Subject to the Town's concurrence, a new state highway access permit application will be required to improve the Hines Street / C-86 intersection from Interim RIRO to a full movement access point.
 - Consistent with the attached summary, a modification of the CO-86 Access Control Plan is necessary in conjunction with signalization of the Hines Street access point.

Elizabeth Fire Protection District:

- The fire district does not have an issue with the property converting from CMU to RC. Site and building plans will need to be submitted to the District for review. At that time the plans will be evaluated for access and water supply requirements in compliance with the 2018 International Fire Code.
- Impact fees will be collected before issuance of the building permit.

SAFEbuilt:

- Proposed gas station and office building will be fully reviewed for code compliance when submitted.
- Project will be 2018 IBC, IMC, IPC, and adopted Electrical code.
- Accessibility will be reviewed when project is submitted.

Elizabeth Police Department

No issues from the PD.



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

EXHIBIT E

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Memphis, TN 38103

OFFICIAL USE

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$ 2.32
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00

Postage \$0.68

Total Postage \$7.40

Sent To: AUTOZONE PARTS INC

Street and: [REDACTED] 8

City, State: MEMPHIS, TN 38103

Postmark Here: JUL 1 2024 SOUTH DENVER STATION

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
 Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Item 4.

OFFICIAL USE

Certified Mail Fee \$

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$
<input type="checkbox"/> Return Receipt (electronic)	\$
<input type="checkbox"/> Certified Mail Restricted Delivery	\$
<input type="checkbox"/> Adult Signature Required	\$
<input type="checkbox"/> Adult Signature Restricted Delivery	\$

Postage \$

Total Postage \$

Sent To: ELBERT AND HIGHWAY 86 METROPOLITAN DISTRICT, C/O WALKER SCHOOLER DISTRICT MANAGERS

Street and: [REDACTED]

City, State: COLORADO SPRINGS, CO 80903

Postmark Here: JUL 1 2024 SOUTH DENVER STATION

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

Elizabeth, CO 80107

OFFICIAL USE

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$ 2.32
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00

Postage \$0.68

Total Postage \$7.40

Sent To: BOWMAN DEBRA JO

Street and: 1 [REDACTED]

City, State: ELIZABETH, CO 80107

Postmark Here: JUL 1 2024 SOUTH DENVER STATION

PS Form 3800, January 2023 PSN 7530-02-000-9047 See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
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For delivery information, visit our website at www.usps.com®.

Elizabeth, CO 80107

OFFICIAL USE

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$ 2.32
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00

Postage \$0.68

Total Postage \$7.40

Sent To: COKER LAUREN MICHELLE

Street and: [REDACTED]

City, State: ELIZABETH, CO 80107

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<input type="checkbox"/> Return Receipt (hardcopy)	\$ 2.32
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00

Postage \$0.68

Total Postage \$7.40

Sent To: ELBERT AND HWY 86 COMMERCIAL DISTRICT, C/O CLIFTONLARSONALLEN LLP

Street and: [REDACTED] 500

City, State: GREENWOOD VILLAGE, CO 80111

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Denver, CO 80202

OFFICIAL USE

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Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$ 2.32
<input type="checkbox"/> Return Receipt (electronic)	\$ 0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$ 0.00
<input type="checkbox"/> Adult Signature Required	\$ 0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$ 0.00

Postage \$0.68

Total Postage \$7.40

Sent To: ELBERT AND HWY 86 COMMERCIAL MD, C/O MILLER & ASSOCIATES LAW OFFICE LLC

Street and: [REDACTED]

City, State: DENVER, CO 80202

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Littleton, CO 80122

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage \$7.40

Sent To ELIZABETH 86 INVESTMENTS LLC

Street and [REDACTED]

City, State LITTLETON, CO 80122

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Littleton, CO 80127

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage \$7.40

Sent To ELIZABETH 86 WATER LLC

Street and [REDACTED]

City, State LITTLETON, CO 80127

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Littleton, CO 80122

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage \$7.40

Sent To ELIZABETH 86 WATER LLC

Street and [REDACTED]

City, State LITTLETON, CO 80122

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Elizabeth, CO 80107

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Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage \$7.40

Sent To HERNANDEZ RICARDO JR

Street and [REDACTED]

City, State ELIZABETH, CO 80107

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Extra Services & Fees (check box, add fee as appropriate)

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage \$7.40

Sent To JACOBSON JAMES M III

Street and [REDACTED]

City, State ELIZABETH, CO 80107

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Aurora, CO 80016

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage \$7.40

Sent To FS CAPITAL LLC, C/O KARA SCAFF

Street and [REDACTED]

City, State AURORA, CO 80016

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Elizabeth, CO 80107

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage and Fees \$5.08

Sent To GALLAGHER VAUGHN C

Street and [REDACTED]

City, State ELIZABETH, CO 80107

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Elizabeth, CO 80107

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage and Fees \$5.08

Sent To LEFT HOOK LLC

Street and [REDACTED]

City, State ELIZABETH, CO 80107

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Englewood, CO 80112

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Extra Services & Fees (check box, add fee as appropriate)

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage and Fees \$5.08

Sent To LENNAR COLORADO LLC

Street and [REDACTED]

City, State ENGLEWOOD, CO 80112

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage and Fees \$5.08

Sent To LYONS JOSHUA MICHAEL

Street and [REDACTED]

City, State ELIZABETH, CO 80107

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Elizabeth, CO 80107

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Extra Services & Fees (check box, add fee as appropriate)

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage and Fees \$5.08

Sent To MARTIN PAYTON RUSSEL

Street and [REDACTED]

City, State ELIZABETH, CO 80107

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Aurora, CO 80016

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage and Fees \$5.08

Sent To MJM CONSULTING LLC

Street and [REDACTED]

City, State AURORA, CO 80016

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Denver, CO 80220

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Extra Services & Fees (check box, add fee as appropriate)

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage \$7.40

Sent To MOUTZOURIS PETE J

Street and [REDACTED]

City, State, ZIP+4® DENVER, CO 80220

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Elizabeth, CO 80107

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

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<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage \$7.40

Sent To MUJICA ALEXANDRA BRYNN

Street and [REDACTED]

City, State, ZIP+4® ELIZABETH, CO 80107

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<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage \$7.40

Sent To NA ELIZABETH LLC

Street and [REDACTED]

City, State, ZIP+4® DENVER, CO 80206

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Elizabeth, CO 80107

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage \$7.40

Sent To RINETTI GARRETT ANDREW

Street and [REDACTED]

City, State, ZIP+4® ELIZABETH, CO 80107

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Provo, UT 84604

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
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<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage and Fees \$7.40

Sent To STEPHEN W AND BETTE M GIBSON
 CHARITABLE REMAINDER UNITRUST

Street and Apt [REDACTED]

City, State, ZIP+4® PROVO, UT 84604

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Elizabeth, CO 80107

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Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00

Postage \$0.68

Total Postage \$7.40

Sent To TOWN OF ELIZABETH

Street and [REDACTED]

City, State, ZIP+4® ELIZABETH, CO 80107-0159

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Parker, CO 80134

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	\$0.00
<input type="checkbox"/> Adult Signature Required	\$	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	\$0.00

Postage \$0.68

Total Postage and Fees \$7.40

Sent To: UNLIMITED LEASING LLP

Street and City, State: PARKER, CO 80134

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Elizabeth, CO 80107

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	\$0.00
<input type="checkbox"/> Adult Signature Required	\$	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	\$0.00

Postage \$0.68

Total Postage and Fees \$7.40

Sent To: VARRA SHELBY MORGAN

Street and City, State: ELIZABETH, CO 80107

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Elizabeth, CO 80107

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$	\$0.00
<input type="checkbox"/> Adult Signature Required	\$	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	\$0.00

Postage \$0.68

Total Postage and Fees \$7.40

Sent To: VIALPANDO ELIZABETH ANN

Street and City, State: ELIZABETH, CO 80107

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Scottsdale, AZ 85255

Certified Mail Fee \$4.40

Extra Services & Fees (check box, add fee as appropriate)

<input type="checkbox"/> Return Receipt (hardcopy)	\$	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$	\$0.00
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<input type="checkbox"/> Adult Signature Required	\$	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$	\$0.00

Postage \$0.68

Total Postage and Fees \$7.40

Sent To: AG ESSENTIAL HOUSING MULTI STATE TWO LLC

Street and City, State: SCOTTSDALE, AZ 85255

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PUBLISHER'S AFFIDAVIT

STATE OF COLORADO)
) ss.
COUNTY OF ELBERT)

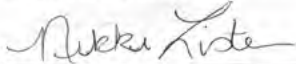
I, Nikki Lister, do solemnly affirm that I am the Publisher of RANGLAND NEWS; that the same is a weekly newspaper published at Simla, County of Elbert, State of Colorado, and has a general circulation therein; that said newspaper has been continuously and uninterruptedly published in said County of Elbert for a period of at least 52 consecutive weeks next prior to the first publication of the annexed notice, that said newspaper is entered in the post office at Calhan, Colorado as second class mail matter and that said newspaper is a newspaper within the meaning of the Act of the General Assembly of the State of Colorado, approved March 30, 1923, and entitled "Legal Notices and Advertisements," with other Acts relating to the printing and publishing of legal notices and advertisements. That the annexed notice was published in the regular and entire issue of said newspaper, once each week for one successive weeks; that the first publication of said notice was in the Issue of said newspaper dated;

July 4, 2024

and the last publication of said notice was in the issue of said newspaper dated;

July 4, 2024

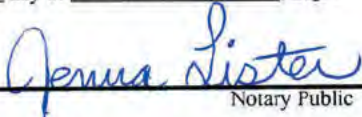
and that copies of each number of said paper in which said notice and/or list was published were delivered by carriers or transmitted by mail to each of the subscribers of said newspaper, Ranchland News, according to the accustomed mode of business in this office.



Publisher

The above certificate of publication was subscribed and affirmed to before me, a Notary Public, to be the identical person described in the above certificate, on the

4 day of July, 2024, 2024


Notary Public

February 20, 2028

(My Notary Public Commission Expiration Date)

NOTICE OF PUBLIC HEARINGS

Notice is hereby given that the Planning Commission and Board of Trustees shall hold public hearings concerning an amendment to a planned unit development rezoning a portion of E-86 PUD, PA-1, from Commercial Mixed-Use (CMU) to Regional Commercial (RC) located on property described in Exhibit A and generally located at Hinds Street and State Highway 86, pursuant to the Town of Elizabeth Land Development Ordinance.

The public hearings are to be held before the Planning Commission on August 6, 2024 at 6:30 p.m. and Board of Trustees on August 27, 2024 at 7:00 p.m., or as soon as possible thereafter. The public hearings shall be held in the Town Hall, 151 South Banner Street, Elizabeth, Colorado, or at such other time or place in the event this hearing is adjourned. Further information is available through the Town Community Development Department at 303-646-4166.

ALL INTERESTED PERSONS MAY ATTEND

EXHIBIT A (legal description)

A parcel of land located in the North half of Section 13, Township 8 South, Range 65 West of the Sixth Principal Meridian, Elbert County, Colorado
Published July 4, 2024
In Ranchland News
Legal No. 200

JENNIFER LISTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20244007249
MY COMMISSION EXPIRES FEBRUARY 20, 2028



TOWN OF ELIZABETH

COMMUNITY DEVELOPMENT DEPARTMENT

TO: Planning Commission
FROM: Zach Higgins, AICP Community Development Director
DATE: August 06, 2024
SUBJECT: Staff Report

- The Main Street Streetscape project has received bids, the low bidder has been identified, and construction is anticipated to begin in September on the south phase of the street.
- The Elizabeth Streetscape project has been awarded \$250,000 from CDOT's Revitalizing Main Street Grant and \$1,000,000 from DOLA's EIAF Teir II Grant.
- The MSBOD has received a 60% design drawing set for an archway sign at the intersection of SH-86 and Main Street.
- The MSBOD has purchased a website from Locable which will house a community calendar and promote Elizabeth area events.
- The HAB is working on creating a Historic District within Town and updating the Design Guidelines to include additional language about historic properties.
- The HAB is in the process of collecting oral histories and creating an oral history website.
- The Town and its partners have received a GOCO Planning and Capacity Grant jointly with Elizabeth Parks and Recreation District and Elizabeth School District for the Elizabeth Area Parks, Trails, and Open Space Master Plan. This plan is anticipated to kick-off in September, 2024.
- The Town held six (6) Neighborhood Block Parties over the summer of 2024. About 20-25% of the Town's population attended these events.
- The Community Development Department has brought on two Main Street Interns to assist with marketing, events, networking, planning efforts, and focusing on making connections with the students of the Elizabeth School District.
- The Town has distributed an RFP for the sale and development of the Gesin Lot. The RFP is available on BIDNET.