



## 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 Complied 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



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

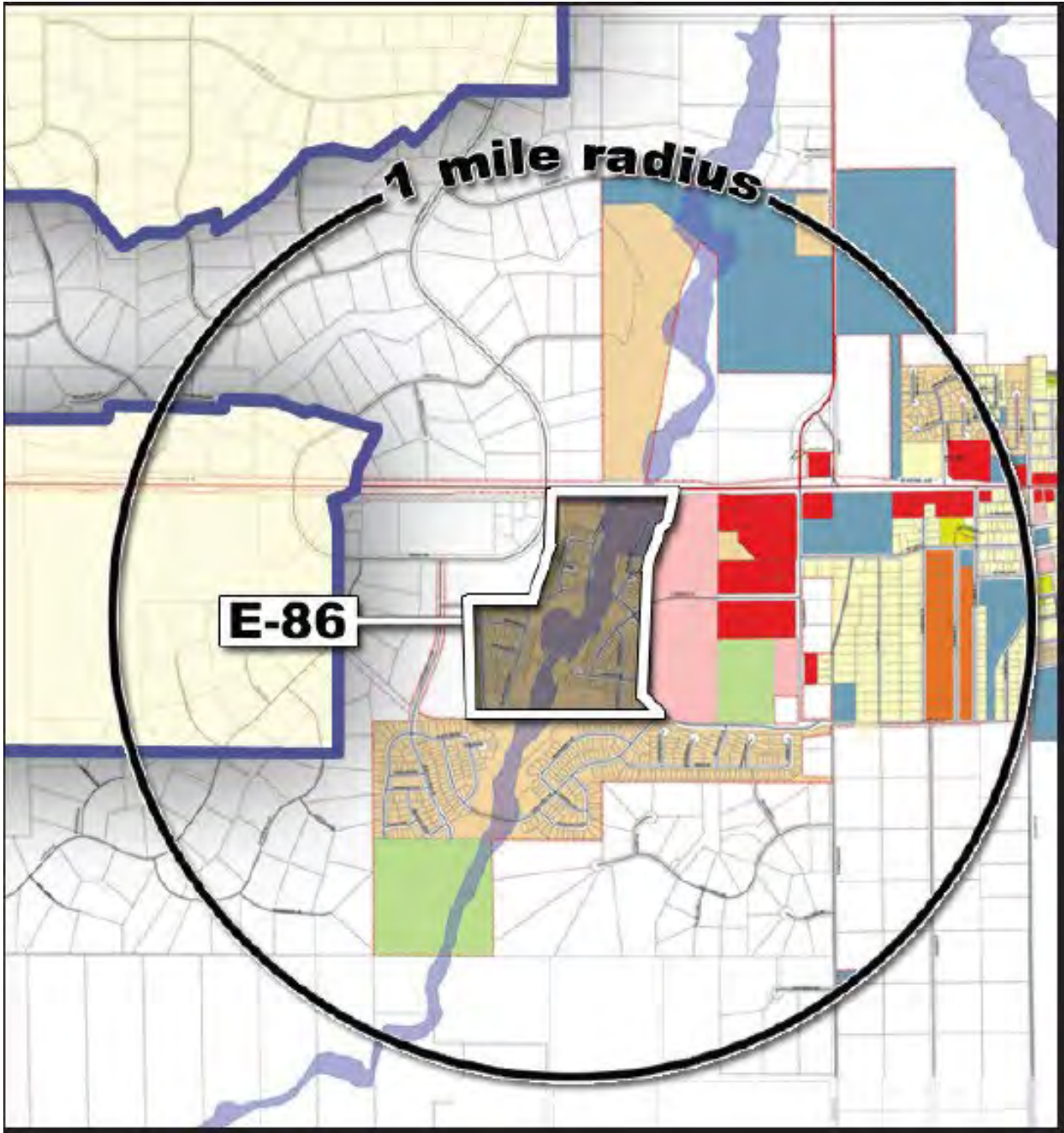
South: Single-Family Residential

East: Vacant Land

West: Vacant Land



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.



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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 15<sup>th</sup>, 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.**



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

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### 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

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## 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;

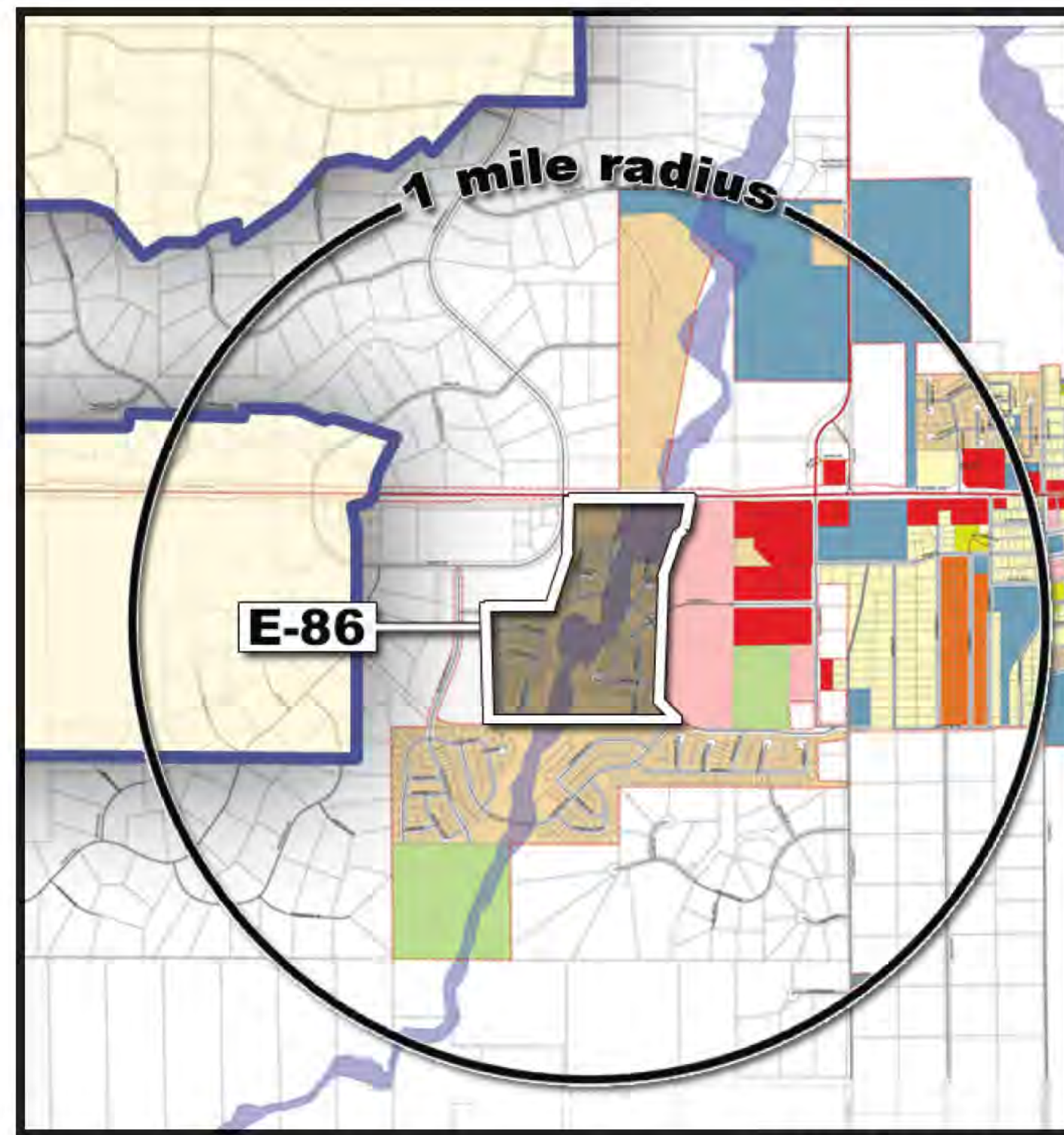
Thence along the east boundary of said wild pointe final plat the following six (6) courses:

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





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**

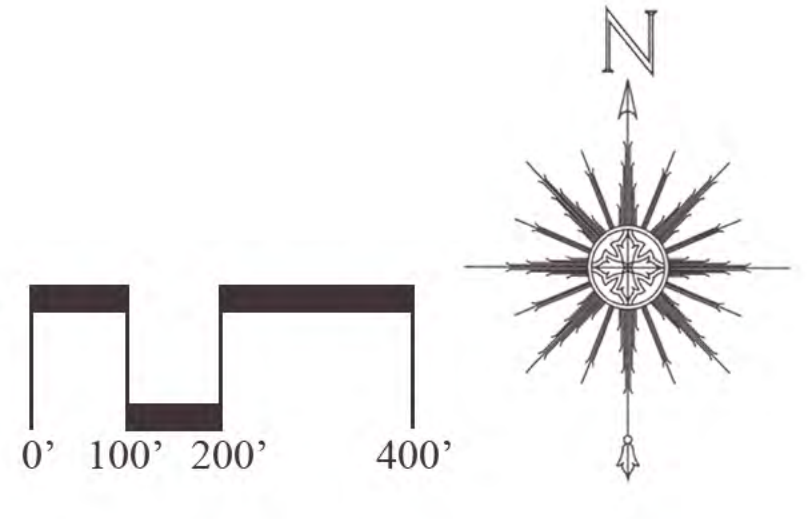
- Proposed Regional Off-Street Trail
- Proposed Regional On-Street Trail
- Proposed Connecting Off-Street Trail
- Proposed Connecting On-Street Trail



**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.

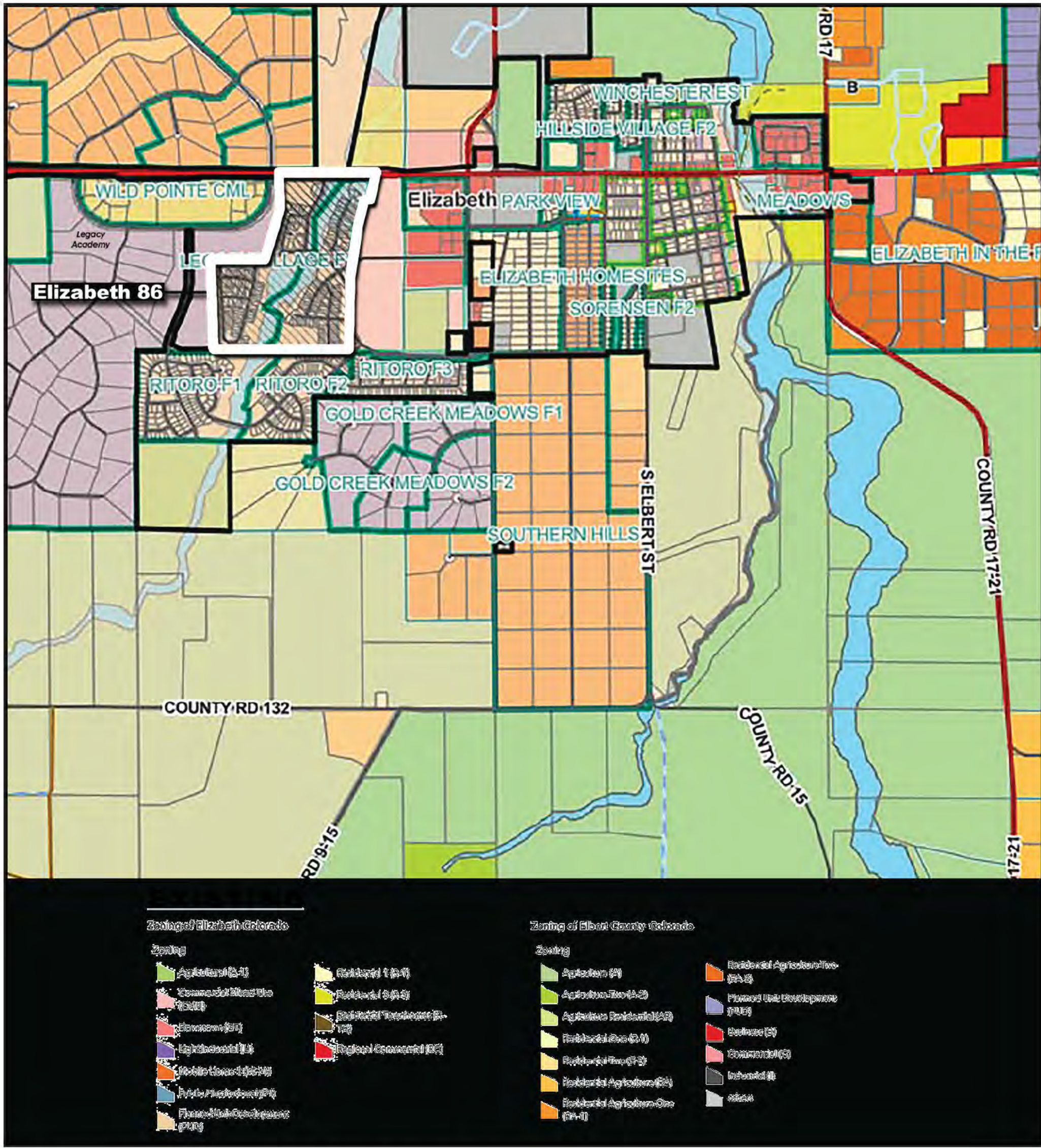


Land Planner  
  
 Engineer  
**Westwood**

**Elizabeth 86**  
 Planned Unit Development Plan -  
 Elizabeth, Colorado

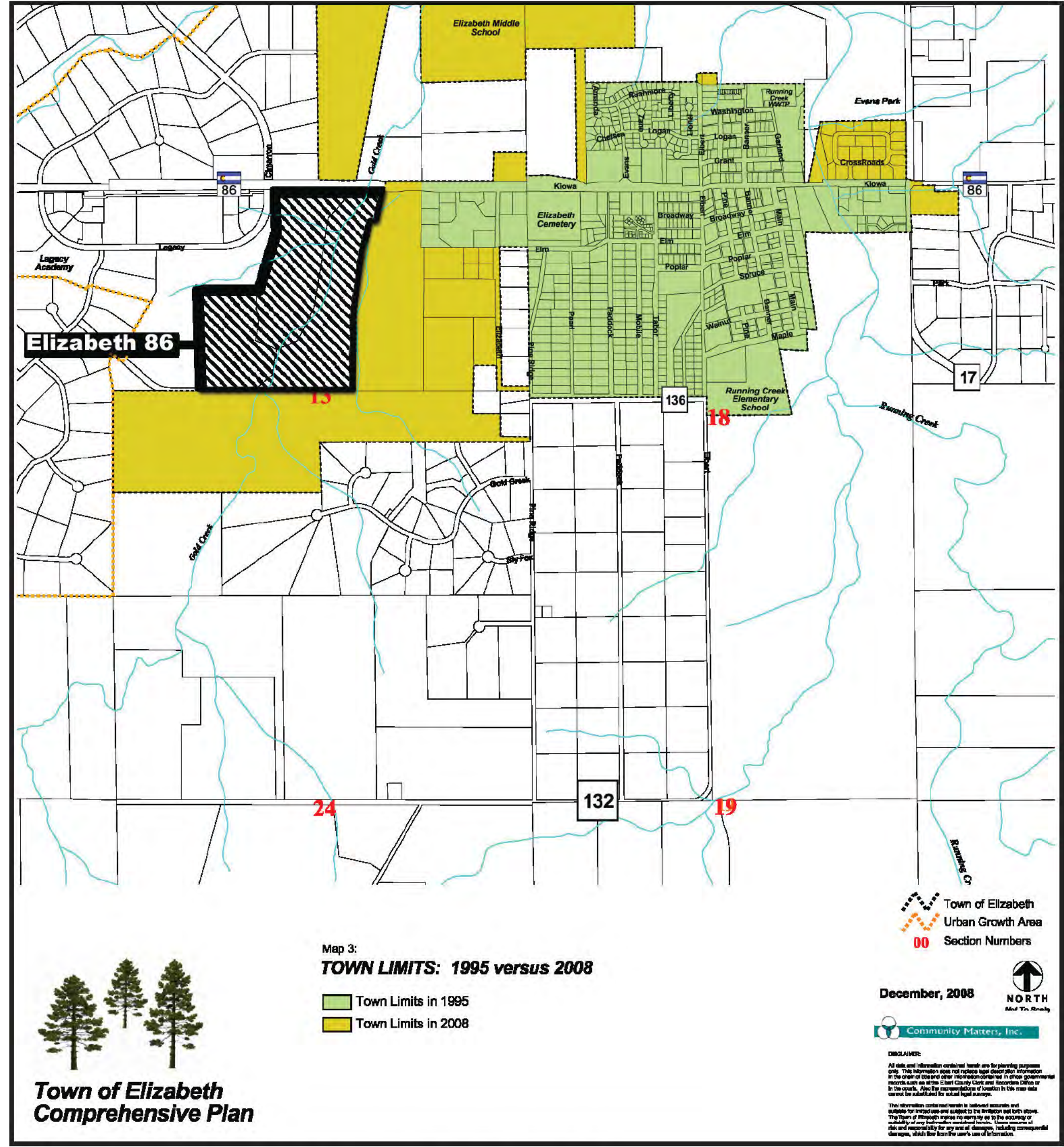
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Revision Date	05.16.2024

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 Open Space  
 Sheet Number  
**5**



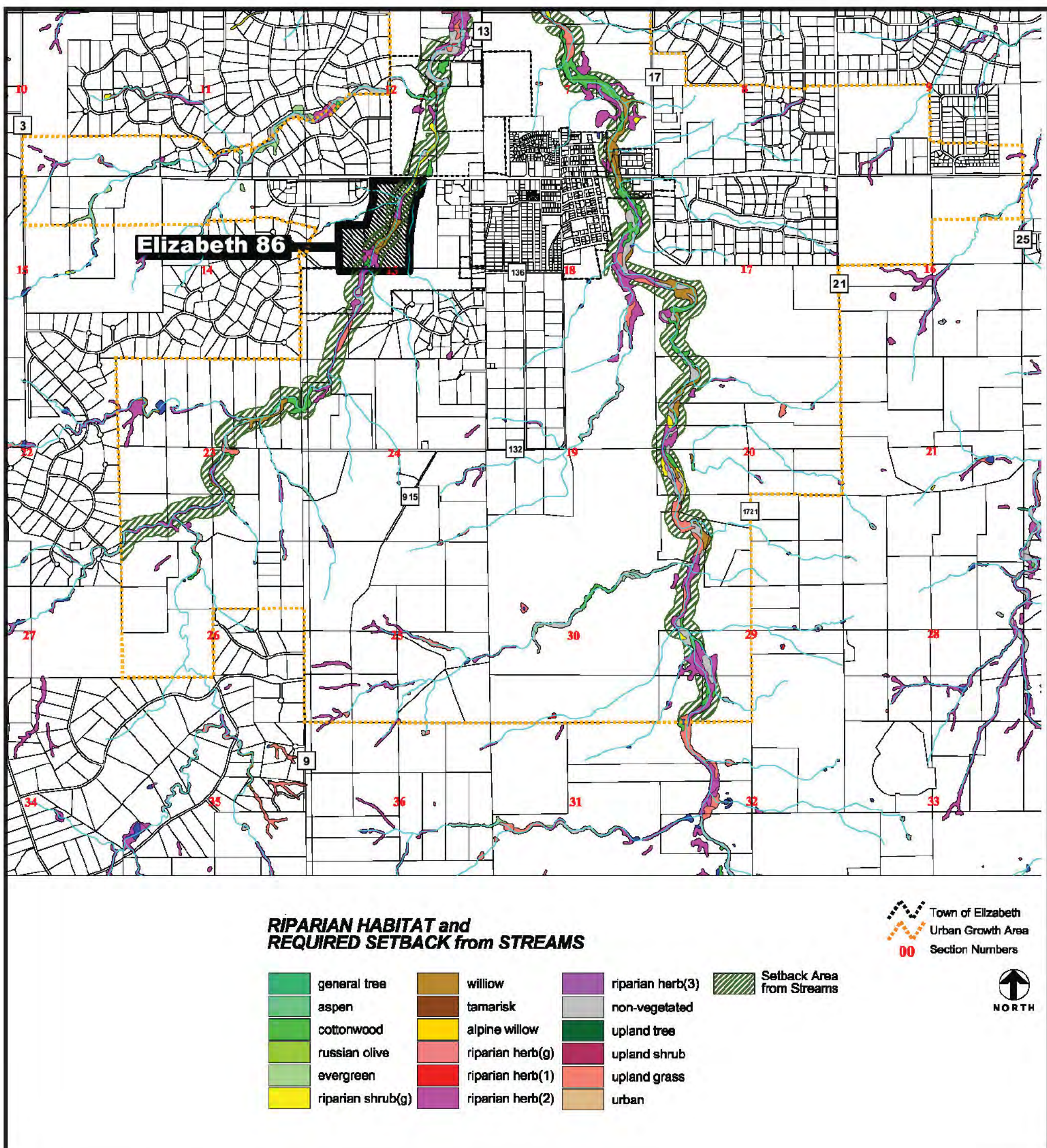
**TOWN OF ELIZABETH EXISTING LAND USE**

As depicted above the Elizabeth - 86 property is directly adjacent to vacant property within the Town limits along the south, east and a portion of the northern boundary.



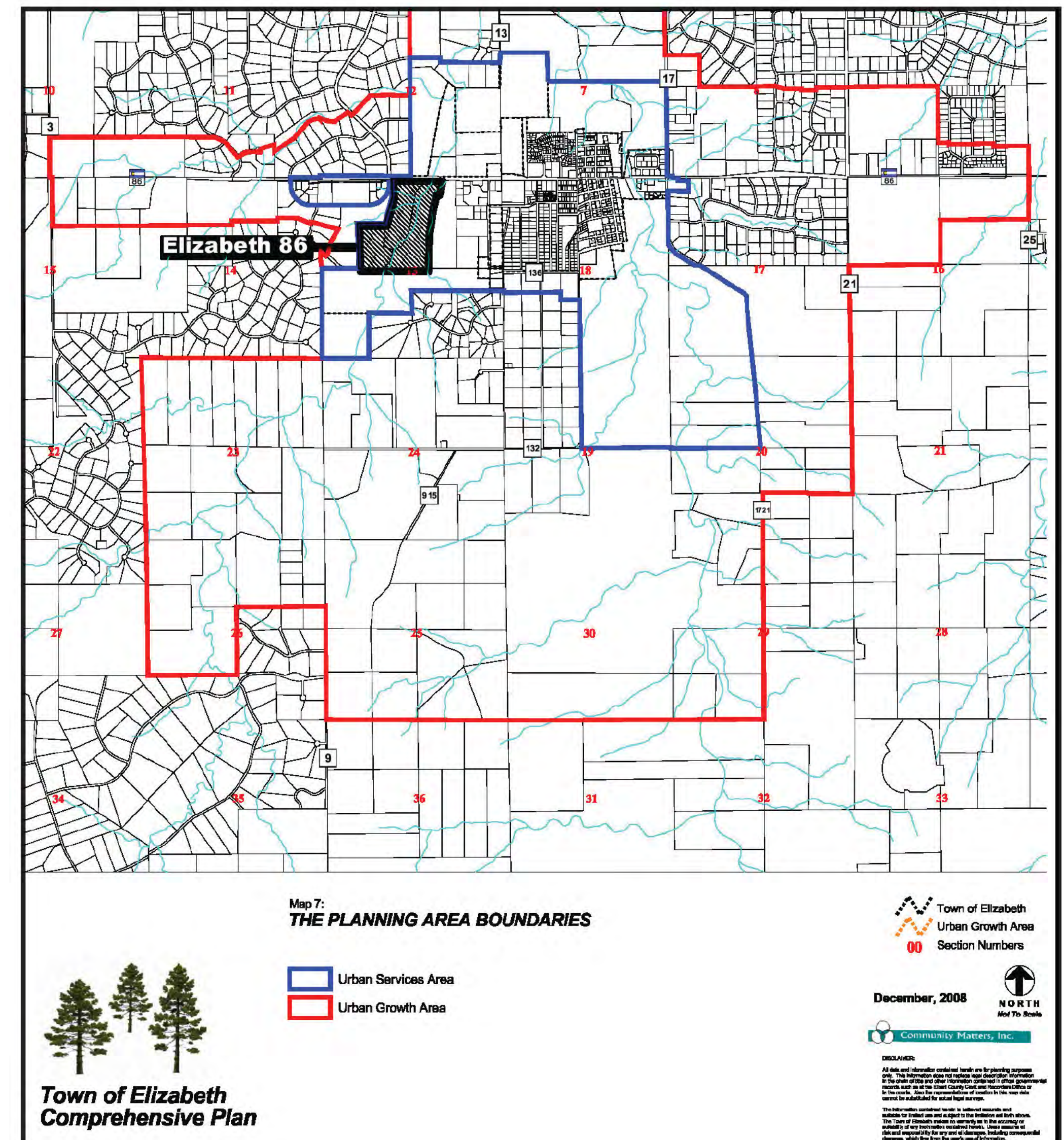
**TOWN OF ELIZABETH TOWN LIMITS**

As part of the annexation the Elizabeth - 86 property has adjacency with the Town of Elizabeth on the south, east and north.



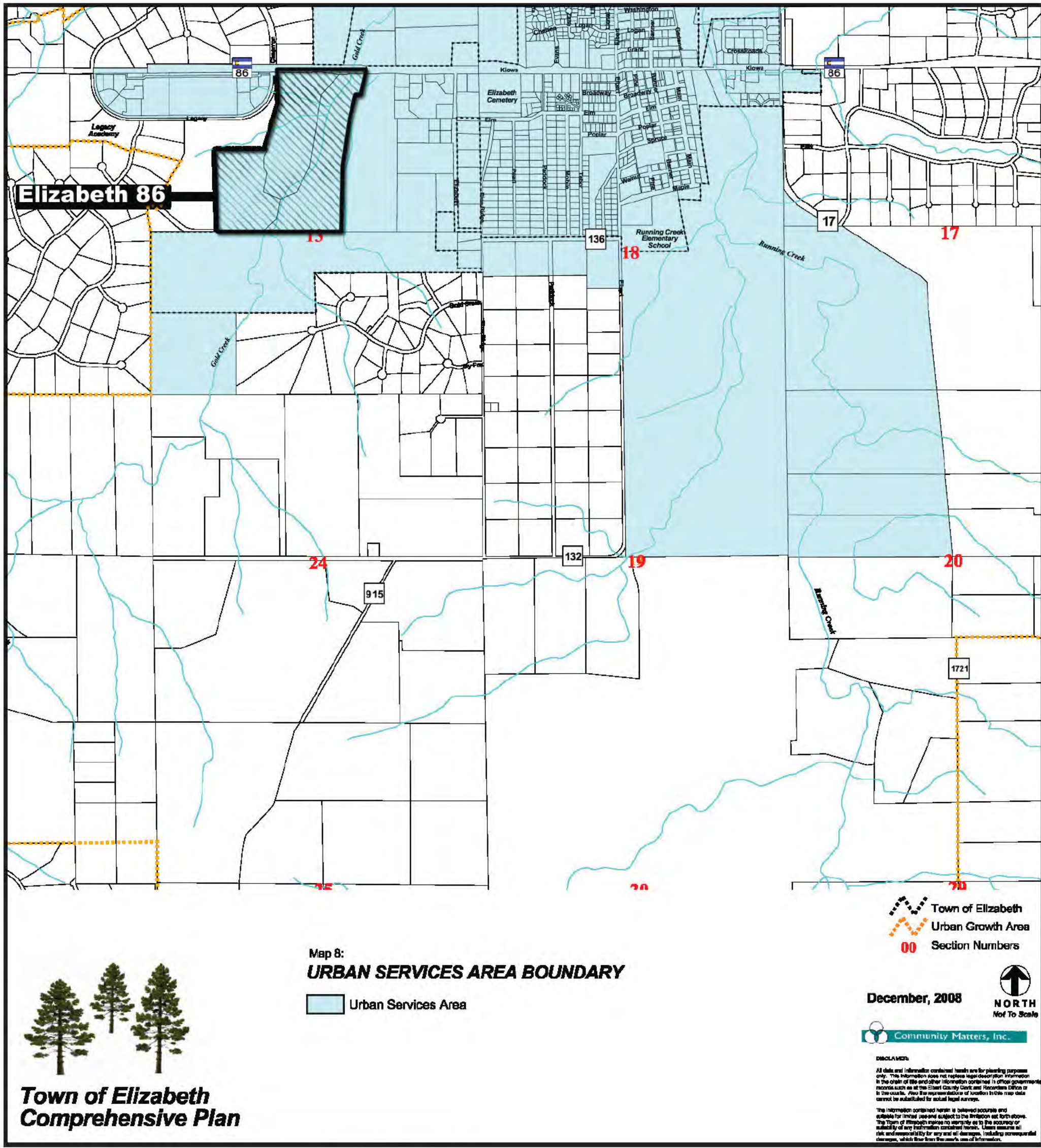
**RIPARIAN HABITAT**

The planning for Elizabeth - 86 respects the natural features of the property to the greatest extent practical. Gold Creek is the primary natural feature running through the property. Our plan proposed to leave that area in primarily a natural state with the exception of a road crossing, and the inclusion of a regional trail, as well as connections to the regional trail.



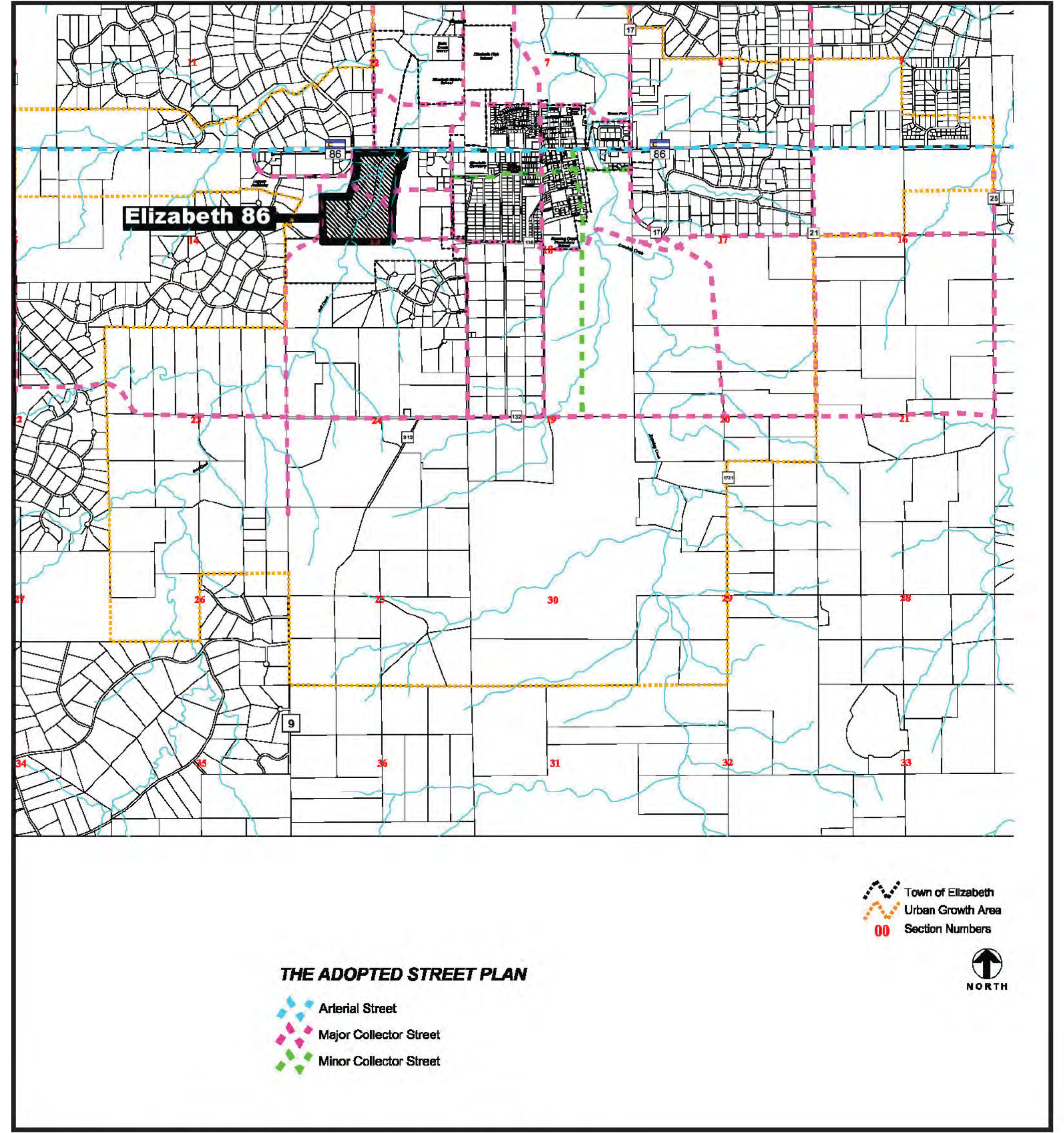
**SERVICE AREA**

As depicted above Elizabeth - 86 is included in the Town of Elizabeth Urban Service Area, and is well within the Urban Growth Area.



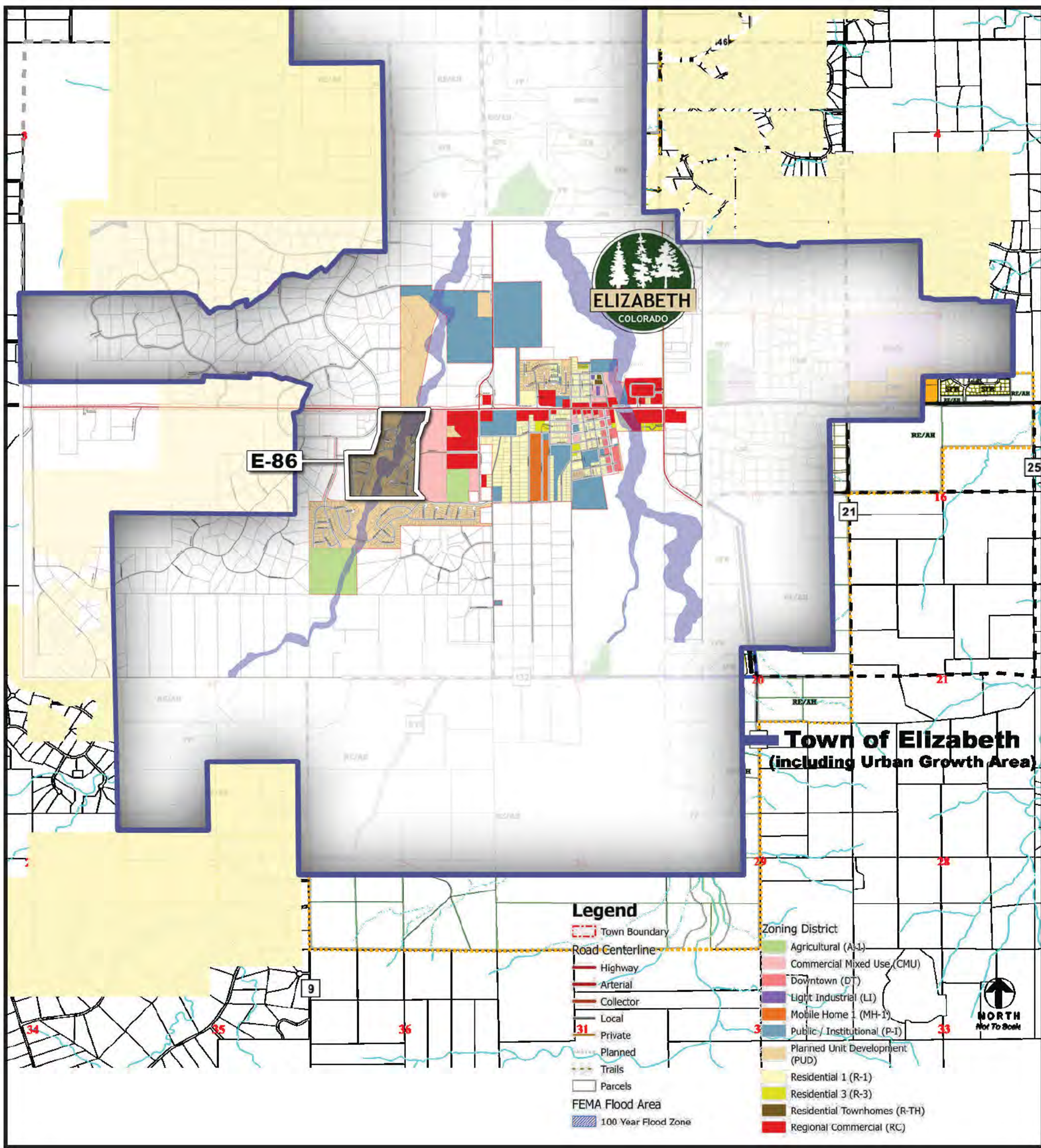
**URBAN SERVICE BOUNDARY**

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



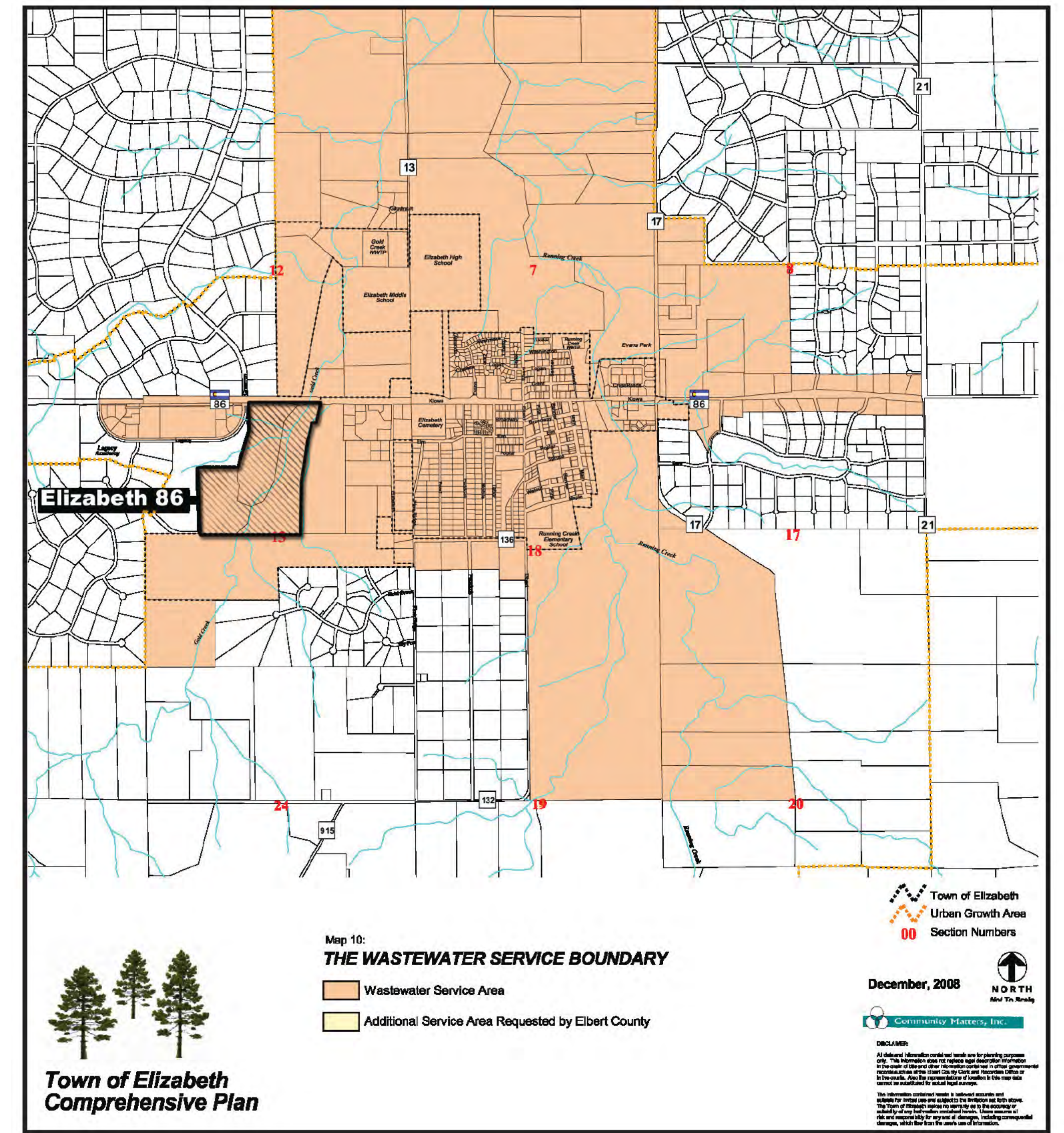
**TOWN OF ELIZABETH STREET PLAN**

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.

Land Planner



# Elizabeth 86

Planned Unit Development Plan - Elizabeth, Colorado

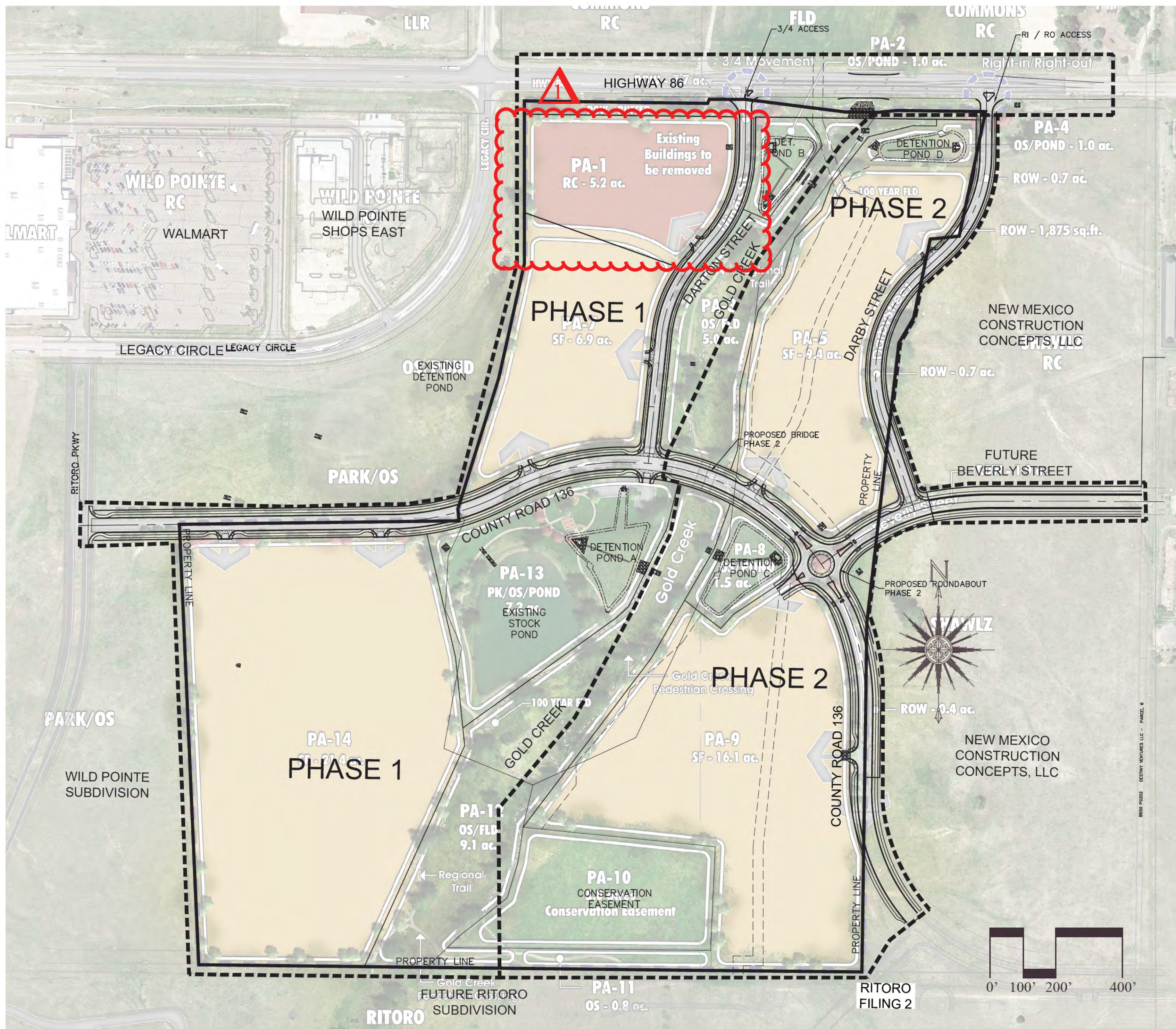
Issue Date 08.16.2018

Revision Date 05.16.2024

Sheet Name  
Compliance  
with Town

Sheet Number

7





TOWN OF ELIZABETH  
COMMUNITY DEVELOPMENT DEPARTMENT

## EXHIBIT B

# Elizabeth 86 Development Town of Elizabeth, Colorado

## **PUD GUIDE**

June 27, 2024

### **Owner:**

Elizabeth 86 Investments, LLC  
8321 S. Sangre de Cristo Road, #300  
Littleton, Colorado 80127  
720.279.0004  
Contact: Tery Larrew

### **Applicant Representative:**

E86 J.V., LLC  
PO Box 4701  
Englewood, Colorado 80155  
303.507.6651  
Contact: Jim Marshall

### **Planning Consultants:**

PCS Group, Inc.  
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  
Contact: Christopher McGranahan

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## **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.



## EXHIBIT C



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):

- X REZONE
X PUD (planned unit development)
VARIANCE
SITE PLAN
PLAT
MINOR PLAT/REPLAT
SUBDIVISON
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:

Terry Warren
SIGNATURE OF OWNER
SIGNATURE OF OWNER

APPLICANT REPRESENTATIVE

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

James Marshall
SIGNATURE OF APPLICANT
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, 2024
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

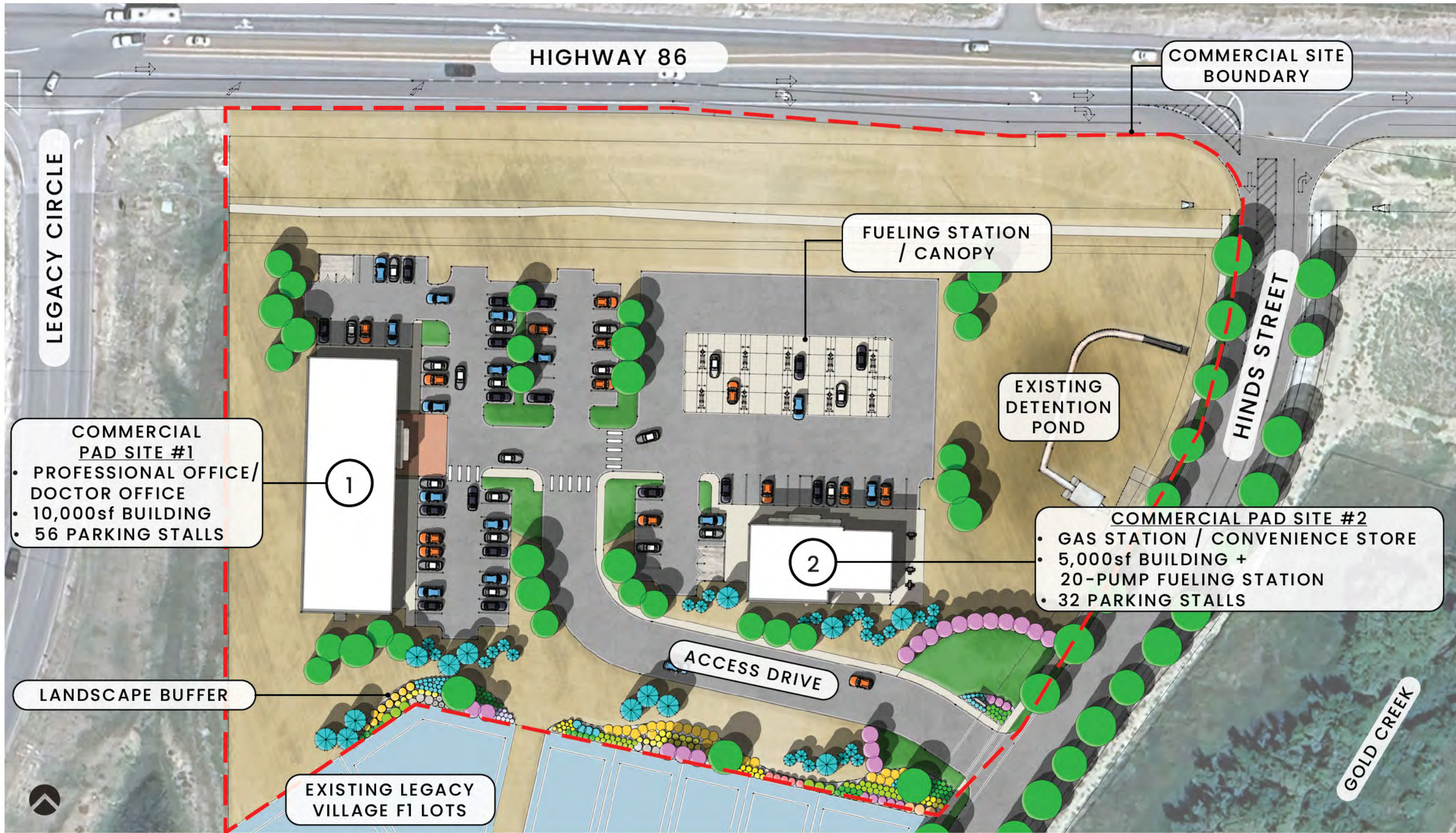
We are excited to move forward with this amendment and would like to thank you for your time in reviewing this submittal.

Sincerely,

*Garrett Graham*

Garrett Graham – PCS Group, Inc







May 8, 2024

Mr. Jim Marshall  
E 86 JV



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, 10<sup>th</sup> 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

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

Trip Generating Category	Quantity	Trip Generation Rates <sup>(1)</sup>				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
<b>CURRENTLY PROPOSED LAND USE - RIRO ACCESS TO SH 86</b>											
<u>Phase 1 - 2025</u>											
Single-Family Housing <sup>(2)</sup>	123 DU <sup>(3)</sup>	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
<b>Sub-Total Phases 1 and 2 (2025) =</b>							<b>2,133</b>	<b>42</b>	<b>125</b>	<b>141</b>	<b>83</b>
<b>FUTURE PROPOSED LAND USE - FULL MOVEMENT ACCESS TO SH 86</b>											
<u>Phase 3 - 2027</u>											
Commercial <sup>(4)</sup>	45 KSF <sup>(5)</sup>	37.75	0.583	0.357	1.829	1.981	1,699	26	16	82	89
<b>Total =</b>							<b>3,832</b>	<b>68</b>	<b>141</b>	<b>223</b>	<b>172</b>

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

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

**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.


STATE DOCUMENTARY FEE  
Date DEC 28 2006  
\$ 0.00

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

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

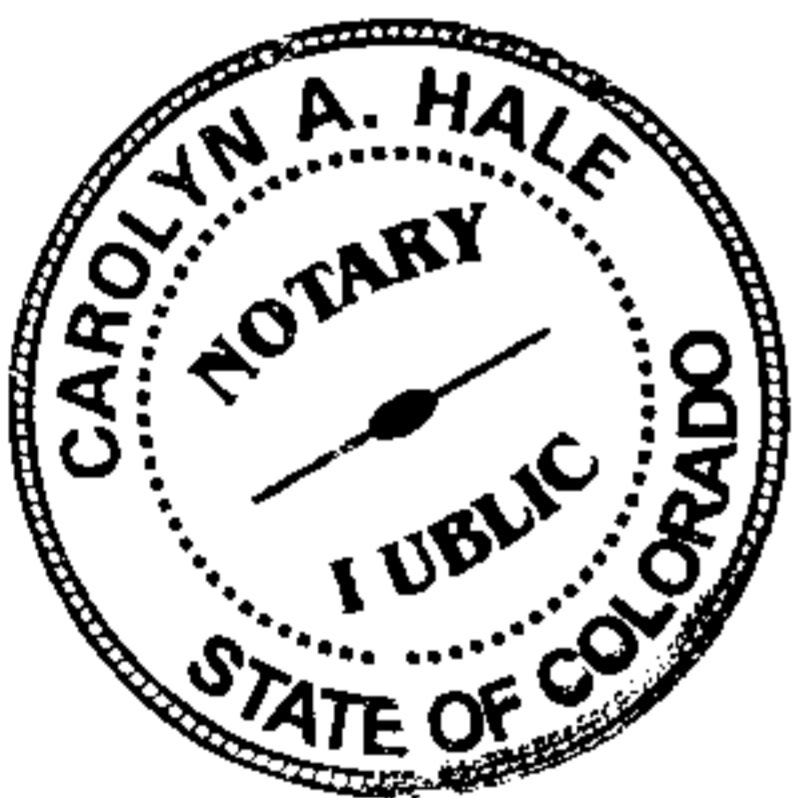
STATE OF COLORADO )  
CITY & )  
COUNTY OF Denver )

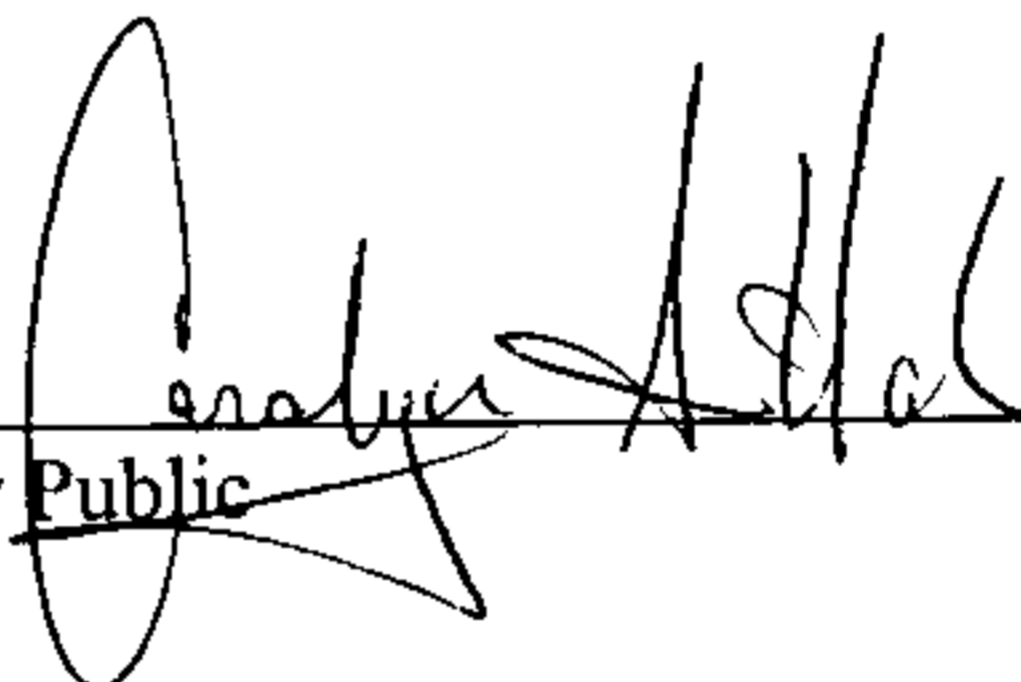
ss.

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

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](mailto: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.

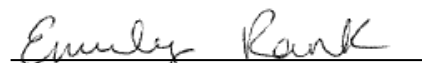
THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY,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


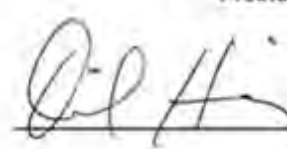
### COMMITMENT TO ISSUE POLICY

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

*This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I - Requirements; and Schedule B, Part II - Exceptions; and a countersignature by the Company or its issuing agent that may be in electronic form.*

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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)

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## 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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**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 Schedule A (07-01-2021)

Page 1 of 6



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

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

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

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**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)

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# 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)

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# 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)

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

## SCHEDULE B PART II

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

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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

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

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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.

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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.

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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 materially 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](mailto: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](mailto: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.

### **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](mailto: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.



## EXHIBIT D



## REFERRAL RESPONSE SUMMARY REPORT

**Date:** June 19<sup>th</sup>, 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.



**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.



# EXHIBIT E

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 City, State: MEMPHIS, TN 38103

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Sent To: ELBERT AND HIGHWAY 86 METROPOLITAN DISTRICT, C/O WALKER SCHOOLER DISTRICT MANAGERS  
 Street and: [REDACTED]  
 City, State: COLORADO SPRINGS, CO 80903

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Sent To: BOWMAN DEBRA JO  
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Sent To: COKER LAUREN MICHELLE  
 Street and: [REDACTED]  
 City, State: ELIZABETH, CO 80107

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Postage	\$0.68
<b>Total Post</b>	<b>\$7.40</b>

Sent To: ELBERT AND HWY 86 COMMERCIAL DISTRICT, C/O CLIFTONLARSONALLEN LLP  
 Street and: [REDACTED]  
 City, State: GREENWOOD VILLAGE, CO 80111

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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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<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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Postage	\$0.68
Total Postage	\$7.40

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Street and: [REDACTED]  
City, State: LITTLETON, CO 80127

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<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
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Total Postage	\$7.40

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Street and: [REDACTED]  
City, State: 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: JACOBSON JAMES M III  
Street and: [REDACTED]  
City, State: ELIZABETH, CO 80107

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

9589 0710 5270 0222 4432 06

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Aurora, CO 80016

**OFFICIAL USE**

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: FS CAPITAL LLC, C/O KARA SCAFF  
Street and: [REDACTED]  
City, State: AURORA, CO 80016

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

9589 0710 5270 2022 4431 83

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Elizabeth, CO 80107

**OFFICIAL USE**

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	\$7.75
<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
<b>Total Postage and Fees</b>	<b>\$8.73</b>

Sent To: GALLAGHER VAUGHN C  
Street and: [REDACTED]  
City, State: ELIZABETH, CO 80107

PS Form 3800, January 2019

0064 SOUTH DENVER STATION  
JUL 1 2024  
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Elizabeth, CO 80107

**OFFICIAL USE**

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	\$2.32
<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
<b>Total Postage and Fees</b>	<b>\$7.40</b>

Sent To: LEFT HOOK LLC  
Street and: [REDACTED]  
City, State: ELIZABETH, CO 80107

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Englewood, CO 80112

**OFFICIAL USE**

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	\$2.32
<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
<b>Total Postage and Fees</b>	<b>\$7.40</b>

Sent To: LENNAR COLORADO LLC  
Street and: [REDACTED]  
City, State: ENGLEWOOD, CO 80112

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Elizabeth, CO 80107

**OFFICIAL USE**

Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	\$2.32
<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
<b>Total Postage and Fees</b>	<b>\$7.40</b>

Sent To: LYONS JOSHUA MICHAEL  
Street and: [REDACTED]  
City, State: ELIZABETH, CO 80107

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Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	\$2.32
<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
<b>Total Postage and Fees</b>	<b>\$7.40</b>

Sent To: MARTIN PAYTON RUSSEL  
Street and: [REDACTED]  
City, State: ELIZABETH, CO 80107

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Aurora, CO 80016

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Certified Mail Fee	\$4.40
Extra Services & Fees (check box, add fee as appropriate)	\$2.32
<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
<b>Total Postage and Fees</b>	<b>\$7.40</b>

Sent To: MJM CONSULTING LLC  
Street and: [REDACTED]  
City, State: AURORA, CO 80016

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Denver, CO 80220

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 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)

<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 MUJICA ALEXANDRA BRYNN

Street and [REDACTED]

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

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Denver, CO 80206

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 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
<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 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

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 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 PO Box: [REDACTED]

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 PO Box: [REDACTED]

City, State: ELIZABETH, CO 80107

Postmark Here: JUL 1 2024 SOUTH DENVER STATION

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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 PO Box: [REDACTED]

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
<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: AG ESSENTIAL HOUSING MULTI STATE TWO LLC

Street and PO Box: [REDACTED]

City, State: SCOTTSDALE, AZ 85255

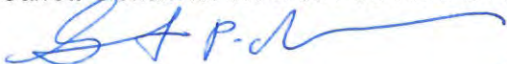
Postmark Here: JUL 1 2024 SOUTH DENVER STATION

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# SIGN POSTING AFFIDAVIT



The above sign was posted on July 1, 2024 pursuant to the Town of Elizabeth Land Development Code, by Garrett Graham for the E-86 PUD Amendment's Notice of Public Hearings.

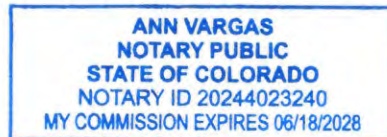
  
GARRETT GRAHAM 07/01/2024  
Signature

STATE OF COLORADO        )  
  ) §  
COUNTY OF Denver    )

Subscribed and sworn to before me this 1 day of July, 2024,  
by Ann Vargas.  
My commission expires: 6/18/2028.

(SEAL)

  
\_\_\_\_\_  
Notary Public



**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.

*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)

**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**