



AGENDA

HAYDEN PLANNING COMMISSION

THURSDAY, OCTOBER 30th, 2025

6:00 P.M.

Join Zoom Meeting

<https://us02web.zoom.us/j/89548614591>

Meeting ID: 895 4861 4591

HAYDEN TOWN HALL – 178 WEST JEFFERSON AVENUE, HAYDEN

REGULAR MEETING

1. CALL TO ORDER, MOMENT OF SILENCE & PLEDGE OF ALLEGIANCE
2. ROLL CALL
3. CONSIDERATION OF MINUTES
Review and Consider Approval of July 17th, 2025 Planning Commission Minutes.
4. Valley View Condo Subdivision Preliminary Plan
 - a) The applicant, Four Points Surveying and Engineering, has submitted an application (Application) for a Sketch Plan under Hayden's Development Code (HDC). The application requests to develop Lots 45-47 of Valley View Business Park.
 - b) The applicant, Four Points Surveying and Engineering, has submitted an application (Application) for a Preliminary Plan under Hayden's Development Code (HDC). The application requests to develop Lots 45-47 of Valley View Business Park.
5. Project Elkhead Major Site Plan
 - a) The applicant, CESO, has applied for a Major Site Plan (application) on behalf of the owner, BI Developer-Hayden, LLC, under Hayden's Development Code (HDC). The application requests to develop Lots 3 & 4 of Northwest Colorado Business Park Filing No. 3. This application proposes to build a +/- 40,000 square foot Warehouse & distribution center. The subject property is located in the I-1 zone district. Warehouse and distribution facilities are a use by right in the I-1 zone district.
6. STAFF REPORT
7. ADJOURNMENT

NOTICE: Agenda is subject to change up to 24 hours before scheduled meeting. If you require special assistance in order to attend any of the Town's public meetings or events, please notify the Town of Hayden at (970) 276-3741 at least 48 hours in advance of the scheduled event so the necessary arrangements can be made.

The regular meeting of the Hayden Planning Commission was called to order by Chair Williams at 6:00 p.m. Also in attendance were Commissioner David "Mo" Demorat, Commissioner Ben Robbins, Commissioner Carly Kelly and Commissioner Welch, Contracted Town Planner with Mesa Planning Ty Johnson, Town Manager Mathew Mendisco and Project Manager Kevin Corona

Pledge of Allegiance

Chair Williams led the Pledge of Allegiance.

Approval of the Minutes

Commissioner Kelly made a motion to approve the Planning Commission meeting minutes from June 12th, 2025, the motion was approved unanimously.

Poplar Street Rezone, 365 S Poplar Street

Town Manager, Mendisco gave an introduction of the proposed project. The Town of Hayden has applied for a rezone under Hayden's Development Code (HDC). The application requests a rezone of 365 S Poplar Street. from the existing zone district of Open to a new zone of Residential Medium Density (RMD). If approved, the applicant plans to facilitate the development of an income restricted housing development through the Hayden Municipal Housing Authority.

The Town of Hayden enrolled in the Colorado Housing and Finance Authority (CHFA) Small Scale Affordable Housing Technical Assistance Program with the intent of determining if the site could function as housing for entry level, public service employees that work in Hayden. Through the CHFA program, with participation from local public service employers, a conceptual property layout was created.

The concept plan, which has not been finalized at this stage, considers constructing four (4) structures across the site. Each structure is planned to contain a larger, primary dwelling unit with an attached accessory dwelling unit. The site would accommodate 8 households in total. The project, as planned is intended to serve entry level public service employees (ie educators, first responders, non-profit, and municipal/local government employees) who earn between 30-80% of the area median income.

Contracted Town Planner Ty Johnson was able to present the following:
COMPLIANCE WITH THE TOWN OF HAYDEN DEVELOPMENT CODE

While the HDC contains numerous regulations regarding land use, staff has analyzed the following checklist to highlight the regulations directly applicable to this application and how it meets the standards for approval. Interested parties are encouraged to review the HDC to determine if there are other regulations that may be applicable to the review of this Application.

Chapter 10.16 – Development Review Procedures

Section 10.16.020 – General Procedures and Requirements.

Public Comments	Complies		Section	Standards
	Yes	No		
			10.16.020(3)	Step 3: Application Processing
	X		10.16.020(3)(a)	Determination of Completeness. A development application shall be reviewed for completeness by the manager within ten business days after receipt
	X		10.16.020(3)(b)	Referral to Other Agencies. Development applications may be referred to other agencies for review and comment.
	X		10.16.020(3)(b)(1)	Any utility, local improvement or service district or ditch company, when applicable. <i>Staff comment: A referral was made to Hayden Public Works Department, Yampa Valley Electric Association, Hayden Police Department, Hayden Building Department, Routt County Public Works Department, CDOT, Hayden School District and West Routt Fire Protection District. One comment was received which was a letter of support from the Hayden School District. This standard has been met.</i>
	X		10.16.020(4)	Step 4: Notice. Notice shall be required for all public hearings conducted by the Planning Commission and Council. <i>Staff comment: All</i>

public notice requirements have been completed. Therefore, this standard is met.

X

10.16.020(5)

Step 5: Public Hearings. The Manager shall schedule a public hearing date before the Planning Commission and/or Council after a complete application has been received, Town staff has completed Town staff review, and referral agencies have had an opportunity to provide comments. Staff comment: *The public hearing has been scheduled with the Planning Commission on July 17, 2025 and Town Council on August 7, 2025; therefore, this standard has been met.*

10.16.020(6)

Step 6: Review and Decision

X

10.16.020(6)(c)

Findings. The reviewing authority shall adopt written findings which document that a recommendation or decision is based upon a determination of whether the development application complies with the applicable review criteria. The written findings shall state the conditions or mitigation. Staff comment: *Recommended findings of fact are included below for the Town Council's consideration.*

Section 10.16.050 – Zone Change.

The boundaries of any zone district may be changed or the zone classification of any parcel of land may be changed pursuant to this section. The purpose is not to relieve particular hardships nor to confer special privileges or rights on any person, but only to make adjustments to the official zoning map that are necessary in light of changed conditions or changes in public policy or that are necessary to advance the general welfare of the town.

Complies		Section	Standards
Yes	No		
		10.16.050(2)	Review Criteria. The planning commission and Council shall use the following review criteria as the basis for recommendations and decisions on applications for zone changes. <u>Staff comment:</u> <i>The rezone application is reviewed against the zone change review criteria, which are reviewed below.</i>
✓		10.16.050(2)(a)	Correction of an error in an ordinance establishing the zoning for a specific property (if applicable); <u>Staff Comment:</u> <i>This application is not to the correction of an error. Therefore, this standard is not applicable.</i>
✓		10.16.050(2)(b)	Evidence of substantial compliance with the purposes of the Development Code <u>Staff Comment:</u> <i>The subject application has followed all general procedures and requirements in throughout the application process, as defined in the Development Code. Therefore, this standard is met.</i>



10.16.050(2)(c) Consistency with the master plan; Staff Comment: *The Hayden Forward Future Land Use Map depicts the subject property as Residential Medium Density (RMD). The requested zone of RMD is the implementing zone district for the Residential Medium future land use designation and therefore complies with the Town's vision for growth. Additionally, this rezone request enables residential development on the subject property and meets the following goals and objectives of the comprehensive plan:*

Action HE.ED1.1: Identify lots to encourage infill residential within Hayden's traditional neighborhood street network near downtown.

HE.ED2: Increase the quantity of housing units community-wide to achieve a carrying capacity that supports downtown investment.

Action ED2.1: Stimulate workforce housing creation through supportive policies and regulations along with other public resources and regulations (e.g. workforce housing overlay).

HE.ED3: Encourage housing stock that is affordable to the community's workforce.

Action HE.ED3.1: Develop partnerships with local and regional employers and organizations for land allocation, funding and other resources to support workforce housing development.

Action HE.ED3.5: Provide support for opportunities and development programs that prioritize provision of flexible, attainable, affordable and / or workforce housing

Action HE.HL1.2: Promote development of housing for the local workforce, including multi-family, duplex, single-family and alternative housing types.

Action HE.FE1.1- Encourage development that integrates affordable housing into the neighborhood or project.

✓ 10.16.050(2)(d) *This standard has been met.*
Physical suitability of the land for the proposed development or subdivision. Staff Comment: The subject property is suitable for development. It is bordered and has access to two established streets – Poplar and 1st st. The property has access to all required utilities to support future development.

✓ 10.16.050(2)(e) *This standard has been met.*
Compatibility with surrounding

land uses; Staff Comment: Residential Medium zoning is compatible with surrounding properties. The subject property is currently bordered by Mobile Home Residential (MHR) Zoning on the south and west with Open Zoning on the east and north. The properties on the north, west, and south function as residential properties. The property to the east functions as the Routt County Fairground. Therefore, this standard is met.

✓

10.16.050(2)(f)

Whether the proposed rezoning is justified by changed or changing conditions in the character of the area proposed to be rezoned. Staff Comment: The proposed zoning is supported by changed characteristics in that a new comprehensive plan has been adopted that outlines a vision for growth for this area that has changed since the original zoning of the property. The Town's vision for growth, as defined by the future land use map, envisions residential medium density development in this area. Therefore, this standard is met.

✓

10.16.050(2)(g)

Whether there are adequate facilities available to serve development for the type and scope suggested by the proposed zone compared to the existing zoning, while maintaining adequate levels of

service to existing development;. Staff Comment: Adequate facilities exist to support residential medium development on the subject property. This includes all utilities, vehicle access, and the ability to be served by emergency response as required by Town development standards.. Therefore, this standard is met.



10.16.050(2)(h)

Whether the rezoning is consistent with the stated purpose of the proposed zoning district;; and Staff Comment: The intent of the Residential Medium Density is to provide compact residential development and transition between lower and higher density residential uses and commercial uses. The RMD District encourages the creation of viable neighborhoods that occur adjacent to community destinations (schools and parks) and at key existing and future intersections. The subject property is consistent with the intent of the requested zone district and can support such development. Therefore, this standard is met.



10.16.050(2)(i)

That, compared to the existing zoning, the rezoning is not likely to result in adverse impacts upon the natural environment, including air, water, noise, stormwater management,

wildlife and vegetation, or such impacts will be substantially mitigated. Staff Comment: The proposed zoning will not result in adverse impacts. Any development on the subject property will be required to follow applicable procedures and standards in the Development Code, and will have to demonstrate compliance with Town standards for development and mitigate any adverse impacts, if applicable. Therefore, this standard is met.



10.16.050(2)(j)

That, compared to the existing zoning, the rezoning is not likely to result in significant adverse impacts upon other property in the vicinity of the subject tract; and Staff Comment: The proposed zoning will not result in adverse impacts upon other property. The subject property is bordered by residential development to the north, south, and west, and is located in an area that envisions medium density growth in the future. Therefore, this standard is met.



10.16.050(2)(k)

Adequate mitigation is required for zone change applications which result in greater intensity of land use or increased demands on public facilities and infrastructure. Staff Comment: It is not anticipated that adverse impacts will be created because of this zone change. It is recommended that mitigation

efforts be assessed at the time of development of the property, if any are necessary at all. Future development will be required to go through the Town's development review procedures which will formally address whether any adverse impacts are created that require mitigation. Therefore, this standard is met.

Chair Williams opened public comment at 6:39PM and closed at 6:40PM

Public Comment

There was no public comment.

Roundtable

The Planning Commission discussed the application and referred to Ty Johnson's comments.

Motion

Commissioner DeMorat made a motion of approve and stated the decision was approved unanimously.

Staff Reports

Town Manager, Mendisco gave a brief overview of how the next few weeks will look. Giving an update that Town Council will go for First reading of this approved application on 7/24/25 and follow up with a decision to approve

Adjournment

The meeting was adjourned at 7PM



Regular Meeting _____ Hayden Planning Commission _____ July 17th, 2025

Recorded by:

Kevin Corona

APPROVED THIS _____ DAY OF _____, 2025

Amy J. Williams, Chair



Town of Hayden

Planning Commission Agenda Item

MEETING DATE:	October 30, 2025
AGENDA ITEM TITLE:	Valley View Condo Subdivision Sketch Plan
AGENDA SECTION:	New Business
PRESENTED BY:	Ty Johnson, Contract Planner
APPLICANT(S):	Four Points Surveying and Engineering
CAN THIS ITEM BE RESCHEDULED:	Not recommended.
ATTACHMENTS:	Application Submittal

BACKGROUND REVIEW:

The applicant, Four Points Surveying and Engineering, has submitted an application (Application) for a Sketch Plan under Hayden's Development Code (HDC). The application requests to develop Lots 45-47 of Valley View Business Park.

The sketch plan application has been submitted as the first step in a major subdivision for the subject property. The applicant is requesting to create condominiums out of the existing duplex and triplex on the property. Additionally, the sketch plan envisions the development of the remaining portion of Lots 45-47 to the north of the existing duplex and triplex.

COMPLIANCE WITH THE TOWN OF HAYDEN DEVELOPMENT CODE

While the HDC contains numerous regulations regarding land use, staff has analyzed the following checklist to highlight the regulations directly applicable to this application and how it meets the standards for approval. Interested parties are encouraged to review the HDC to determine if there are other regulations that may be applicable to the review of this Application.

Chapter 10.16 – Development Review Procedures

Section 10.16.020 – General Procedures and Requirements.

Complies Yes No		Section	Standards
		10.16.020(d)	Step 4: Application Processing
X		10.16.020(d)(1)	Determination of Completeness. A development application shall be reviewed for completeness by the manager within ten business days after receipt
X		10.16.020(d)(2)	Referral to Other Agencies. Development applications may be referred to other agencies for review and comment. <i>Staff comment: A referral was made internally to Town review agencies and to Routt Co. Building, West Routt Fire, CDOT, CPW, Yampa Valley Regional Airport, Routt Co. Public Works, Routt Co. Planning, Hayden PD, and Hayden School District. One standard comment regarding building code and ADA parking requirements was submitted from Routt Co. Building Dept. This standard has been met.</i>
X		10.16.020(e)	Step 4: Notice. Notice shall be required for all public hearings conducted by the Planning Commission and Council. <i>Staff comment: All public notice requirements have been completed. Therefore, this standard is met</i>
X		10.16.020(f)	Step 5: Public Hearings. The Manager shall schedule a public hearing date before the Planning Commission and/or Council after a complete application has been received, Town staff has completed Town staff review, and referral agencies have had an opportunity to provide comments. <i>Staff comment: The public hearing has been scheduled with the Planning Commission on October 30, 2025; therefore, this standard has been met.</i>
		10.16.020(g)	Step 6: Review and Decision
X		10.16.020(g)(3)	Findings. The reviewing authority shall adopt written findings which document that a recommendation or decision is based upon a determination of whether the development application complies with the applicable review criteria. The written findings shall state the conditions or mitigation. <i>Staff comment: Recommended findings of fact are included below for Board of Adjustment's consideration.</i>

Section 10.16.080 – Subdivisions.

The purpose of the subdivision review procedures is to ensure compliance with all the standards and requirements in this Development Code and encourage quality development consistent with the goals, policies and objectives in the Master Plan and purposes of this Development Code.

Complies Yes No	Section	Standards
	10.16.080(4)(a)	The land use mix within the project conforms to official zoning map and master plan future land use map and furthers the goals and policies of the master plan; <i>Staff comment: The current zoning of the property is Light Industrial (LI). The Light Industrial zone district is intended of this district to provide locations for a variety of workplaces including light industrial uses, research and development offices and institutions and complementary secondary uses. Additionally, this district is intended to encourage the development of planned office and business parks and to promote excellence in the design and construction of buildings, outdoor spaces, transportation facilities and streetscapes.</i> <i>The project furthers the goals and policies of the master plan, and more specifically conforms to the following:</i> <i>Action RE.ED3.1: Retain and expand upon regionally-serving commercial, industrial and service uses</i> <i>Action RE.ED3.5: Support efforts that expand the area's commercial base, growing Town revenues, and providing essential services for residents, while also reducing spending beyond the market</i> <i>Action RE.ED1.3: Prioritize investment and reinvestment in vacant and underutilized parcels within the municipal boundaries infrastructure is available, before growing beyond the existing Town boundaries</i> <i>The proposed development conforms to the existing development and furthers to goals and policies as defined in the master plan.</i> <i>This standard is met</i>
✓	10.16.080(4)(b)	The sketch plan represents a functional system of land use and is consistent with the rationale and criteria set forth in this Development Code and the master plan; <i>Staff Comment: The sketch plan does represent a functional system of land use as the site is well laid out. The applicant has thought through the design and layout to ensure that it is cohesive, functional, and considers surrounding land use and context. The project is</i>

consistent with the rationale and criteria set forth in the development code and the master plan, as described in the staff comment drafted in response to Section 10.16.080(4)(a) above.

This standard is met.

- ✓ **10.16.080(4)(c) The utility and transportation designs are adequate given existing and planned capacities of those systems;**

Staff Comment: The proposed development exists within the already established Valley View Business Park which has adequate access to utilities and dedicated/built right-of-way; therefore, this standard is met.

- ✓ **10.16.080(4)(d) Negative impacts on adjacent land uses have been identified and proposed mitigation is adequate; and***Staff Comment: There are no anticipated negative impacts to surrounding properties or land uses, as adjacent lots exist within the Valley View Bus. Park and all are zoned light industrial.*

This standard is met.

- ✓ **10.16.080(4)(e) There is a need or desirability within the community for the applicant's development and the development will help achieve a balance of land use and/or housing types according to the master plan and goals and purposes of this Development Code.***Staff Comment: The Comp Plan lays out the vision of growth for the community and it identifies the need to expand industrial uses and support business growth and development.*

This standard is met.

Section 10.24.300 – Community Housing Standards

The purpose of this community housing policy is to address the critical lack of housing across nearly all income levels that is imposing a high housing cost burden and limiting the local workforce. This mitigation is an effort to preserve the health, safety, welfare, and quality of life for residents in this community through housing that is attainable. This is accomplished through the establishment of community housing requirements for development, which requires a portion of all new residential development to be set aside for community housing purposes as a condition of approval for such development.

Complies Yes No	Section	Standards
	10.24.300(d)	Community Housing Requirements. All new residential subdivisions and all new multi-family residential developments shall set aside housing units for community housing as set forth in this section. <i>Staff comment: This standard is not applicable as this is not a housing development.</i>

RECOMMENDATION:

Move to approve the Valley View Condo Subdivision Sketch Plan with the findings of fact that:

1. The development application meets the standards of the Town of Hayden's Development Code, is consistent with the general goals and intent of the Town of Hayden Comprehensive Plan, and preserves the health, safety, and welfare of the citizens of the Town of Hayden.

MANAGER'S RECOMMENDATION/COMMENTS:

I concur with this recommendation.

SITE VICINITY MAP



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

August 19, 2025

Community Development Department
Town of Hayden
178 West Jefferson
Hayden, CO 81639-0190
970-276-3741 office

Re: 453 Commerce Street
Hayden Contractor Shops
SKETCH PLAN Combined Lots 45, 46, and 47, Valley View Business Park
Four Points Project #2030-002

Dear Hayden Town Planning;

This letter serves as the narrative for the sketch plan development of Lots 45, 46, and 47, Valley View Business Park. The project was previously approved as the Hayden Contractor Shops in April 2024 and building permits were issued in June 2024 for the triplex and duplex currently completed. The sketch plan application is being submitted to create individual for sale units on the triplex and duplex and modify the next phase of development.

Existing Conditions

Valley View Business Park is located southwest of the intersection of Crandall Avenue and County Road 37 and is zoned Light Industrial (LI). Lots 45, 46, and 47 are situated in the easterly portion of the subdivision with primary access provided from Commerce Street. Established roadside drainage ditches are located adjacent to the roadways, with an additional ditch extending along the western boundary of all three lots. Each lot is currently served, or has available service stubs, for the following utilities: domestic water, sanitary sewer, electric, telephone, cable television, and natural gas. In 2023, the properties were formally combined through merger of title in 2024. The approval of the overall development plan for this site allowed for three triplex buildings and two duplex buildings, all for contractor shops.

Project Scope

The Project proposes the development of two distinct contractor shop units within a duplex building in the southwest corner of the property, as well as three individual shop units within a triplex building in the southeast corner. Each unit will include a garage door entry with a mezzanine space in the rear. The proposed condominium plat is submitted as a separate Final Plat application. Units will be served by paved access drives and designated parking spaces.

A second phase of construction is planned along the western boundary of the combined lots, consisting of eight contractor shop units, each measuring approximately 45 feet in depth by 25 feet in width. These shops will be

accessed from a new asphalt roadway with assigned parking spaces situated along the east side of the roadway. In addition, a single 30-foot by 30-foot contractor shop is proposed in the northeast corner of the site. The modified development plan increases overall density by one unit compared to the previously approved plan, while simultaneously providing additional parking capacity. Revised civil drawings reflecting these modifications are included with this submittal. Water and sanitary sewer services will be utilized from the original taps between lots 45, 46, and 47, Valley View Business Park.

Consistency with Hayden Forward Master Plan

The Project is consistent with the guiding principles of the *Hayden Forward Master Plan 2020*, particularly the directive to promote and expand local economic development opportunities. Valley View Business Park was originally platted in 2006 and is currently home to a variety of businesses and live-work developments, establishing a precedent for mixed light industrial and commercial activity.

The proposed Hayden Contractor Shops development will provide individually platted shop units suitable for small business operations as well as secure storage or workshop space for families and individuals. This type of flexible, non-residential infrastructure aligns with the intended land use objectives for Valley View Business Park and directly supports the Town's long-term economic and community development goals. By creating affordable, functional commercial space, the Project will foster business growth, strengthen the Town's commercial economy, and provide essential services to Hayden's expanding population.

Conclusion

The Project, as proposed, is fully consistent with the Town of Hayden's adopted development standards, the *Hayden Forward Master Plan 2020*, and the *Hayden Comprehensive Plan*. We respectfully request approval of the Sketch Plan and look forward to continued collaboration with the Town of Hayden in advancing this Project as a high-quality commercial addition to Valley View Business Park.

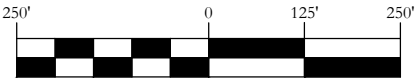
Thank you,

Walter N. Magill
Four Points Surveying & Engineering

PROJECT LOCATION MAP



LOTS 45-47
VALLEY VIEW BUSINESS PARK
TBD CAPITAL ST
HAYDEN, CO 81639



1" = 250'



FOUR POINTS
ENGINEERING
SURVEYING

440 S. Lincoln Ave, Suite 4A
P.O. Box 775966
Steamboat Springs, CO 80487
(970)-871-6772
www.fourpointse.com



1. EXISTING DRY UTILITY LOCATIONS AND WATER AND SEWER SERVICES WERE OBTAINED FROM UTILITY MAPPING, FIELD SURVEYING AND HAVE NOT BEEN VERIFIED WITH ANY ADDITIONAL UNDERGROUND POTHOLING.
2. MINIMUM SEPARATION BETWEEN PARALLEL WATER AND SEWER MAINS AND SERVICES IS TEN (10') FEET. MINIMUM SEPARATION BETWEEN PARALLEL WATER AND SEWER SERVICE LINES IS FIVE (10') FEET.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF HAYDEN DEVELOPMENT CODE.
4. MINIMUM COVER FROM FINISHED GRADE TO TOP OF WATER MAIN LINE IS SEVEN (7') FEET UNLESS OTHERWISE NOTED. ALL WATER SERVICE LINES SHALL BE TYPE "K" COPPER AND SEAMLESS BETWEEN FITTINGS.
5. SEWER SERVICES ARE ANTICIPATED TO BE FOUR (4") INCH DIAMETER, SDR 35 PVC, MINIMUM SLOPE OF 2%, UNLESS NOTED OTHERWISE.

[illegible]

LOTS 45-47 VALLEY VIEW BUSINESS PARK

Horizontal Scale

1" = 20'

UTILITY PLAN

DRAWING:

SHEET #

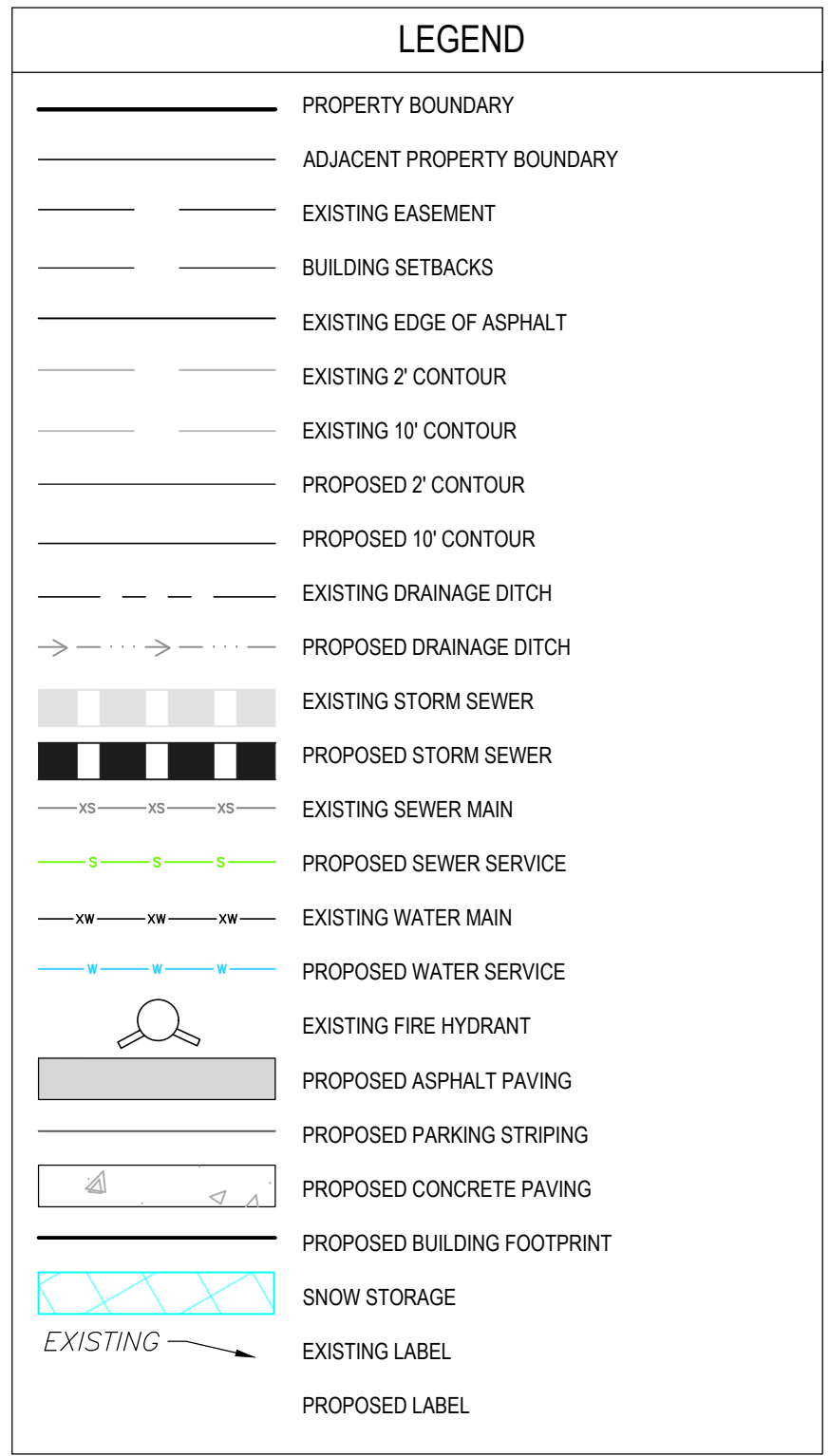
C3

ABBREVIATIONS:

BOW	BOTTOM OF WALL
BLDG	BUILDING
CL	CENTERLINE
CMU	CONCRETE MASONRY UNITS
CO	CLEAN OUT
CONC	CONCRETE
ELEV	ELEVATION
EOG	EDGE OF CONCRETE
EDGE	EDGE OF GRAVEL
EX	EXISTING
FFE	FINISHED FLOOR ELEVATION
FND	FOUNDATION
HP	HIGH POINT
INV	INVERT
LF	LINEAR FEET
PR	PROPOSED
SF	SQUARE FEET
SS	SNOW STORAGE
TOW	TOP OF WALL
TYP	TYPICAL

LEGEND

	PROPERTY BOUNDARY
	ADJACENT PROPERTY BOUNDARY
	EXISTING EASEMENT
	BUILDING SETBACKS
	EXISTING EDGE OF ASPHALT
	EXISTING 2' CONTOUR
	EXISTING 10' CONTOUR
	PROPOSED 2' CONTOUR
	PROPOSED 10' CONTOUR
	EXISTING DRAINAGE DITCH
	PROPOSED DRAINAGE DITCH
	EXISTING STORM SEWER
	EXISTING STORM SEWER
	EXISTING SEWER MAIN
	PROPOSED SEWER SERVICE
	EXISTING WATER MAIN
	PROPOSED WATER SERVICE
	EXISTING FIRE HYDRANT
	PROPOSED ASPHALT PAVING
	PROPOSED PARKING STRIPING
	PROPOSED CONCRETE PAVING
	PROPOSED BUILDING FOOTPRINT
	SNOW STORAGE
	EXISTING LABEL
	PROPOSED LABEL





1. EXISTING DRY UTILITY LOCATIONS AND WATER AND SEWER SERVICES WERE OBTAINED FROM UTILITY MAPPING, FIELD SURVEYING AND HAVE NOT BEEN VERIFIED WITH ANY ADDITIONAL UNDERGROUND POTHOLOGING.
2. MINIMUM SEPARATION BETWEEN PARALLEL WATER AND SEWER MAINS AND SERVICES IS TEN (10') FEET. MINIMUM SEPARATION BETWEEN PARALLEL WATER AND SEWER SERVICE LINES IS FIVE (10') FEET.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF HAYDEN DEVELOPMENT CODE.
4. MINIMUM COVER FROM FINISHED GRADE TO TOP OF WATER MAIN LINE IS SEVEN (7') FEET UNLESS OTHERWISE NOTED. ALL WATER SERVICE LINES SHALL BE TYPE "K" COPPER AND SEAMLESS BETWEEN FITTINGS.
5. SEWER SERVICES ARE ANTICIPATED TO BE FOUR (4") INCH DIAMETER, SDR 35 PVC, MINIMUM SLOPE OF 2%, UNLESS NOTED OTHERWISE.

[illegible]

**LOTS 45-47 VALLEY VIEW BUSINESS PARK
TBD COMMERCE ST
HAYDEN, CO 81639**

Horizontal Scale

0 10' 20'

1" = 20'

Contour Interval = 1 ft

DATE: 5-18-2024
DOB #: 2030-003
DRAWN BY: RS
DESIGN BY: RS
REVIEW BY: WNM/FPSE

IF THIS DRAWING IS PRESENTED IN A
FORMAT OTHER THAN 24" X 36", THE
GRAPHIC SCALE SHOULD BE UTILIZED.

UTILITY PHASING PLAN

SHEET #

C3.A

	PROPERTY BOUNDARY
	ADJACENT PROPERTY BOUNDARY
	EXISTING EASEMENT
	BUILDING SETBACKS
	EXISTING EDGE OF ASPHALT
	EXISTING 2" CONTOUR
	EXISTING 10" CONTOUR
	PROPOSED 2" CONTOUR
	PROPOSED 10" CONTOUR
	EXISTING DRAINAGE DITCH
	PROPOSED DRAINAGE DITCH
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	EXISTING SEWER MAIN
	PROPOSED SEWER SERVICE
	EXISTING WATER MAIN
	PROPOSED WATER SERVICE
	EXISTING FIRE HYDRANT
	PROPOSED ASPHALT PAVING
	PROPOSED PARKING STRIPING
	PROPOSED CONCRETE PAVING
	PROPOSED BUILDING FOOTPRINT
	SNOW STORAGE
	EXISTING LABEL
	PROPOSED LABEL
	PHASE 1 BOUNDARY
	PHASE 2 BOUNDARY

1. ON CURVES 3 DEGREES OR SHARPER, CURBS AND/OR GUTTERS ARE TO BE PLACED ON THE ARC OF THE CURVE UNLESS OTHERWISE NOTED ON THE PLANS. A MAXIMUM CHORD LENGTH OF 10 FEET MAY BE USED WHEN THE DEGREE OF CURVE IS LESS THAN 3 DEGREES.

3. PROFILE GRADE OF CURBS AND GUTTERS SHALL BE LOCATED AT THE FLOW LINE.

5. CONCRETE SHALL CONTAIN 1.5 POUNDS PER CUBIC YARD APPROVED POLYPROPYLENE FIBERS AND HAVE A NOMINAL AGGREGATE SIZE OF $\frac{3}{8}$ IN.

1. CURBS AND/OR GUTTERS ARE TO BE PLACED ON THE ARC OF THE CURVE UNLESS OTHERWISE NOTED ON THE PLANS.

3. CONTROL JOINTS SHALL BE PLACED AT AN INTERVAL EQUAL TO THE SIDEWALK WIDTH

4. CURBS, GUTTERS AND SIDEWALKS SHALL BE BROOM FINISHED

1. ADEQUATE COVER SHALL BE PROVIDED DURING CONSTRUCTION TO PROTECT THE STRUCTURE FROM DAMAGE.

2. PIPE SHALL BE PLACED WITH LONGITUDINAL SEAMS AT THE SIDES OR QUARTER POINTS BUT NOT ALONG TOP OF VERTICAL AXIS.

3. STRUCTURAL PLATE PIPES OF EQUAL OR GREATER DIAMETER, CONFORMING TO THE SPECIFICATIONS, MAY BE USED WITH PERMISSION OF THE ENGINEER.

4. WHEN A CULVERT IS TO BE EXTENDED WITH PIPE OF A DIFFERENT MATERIAL, THE CONNECTION SHALL CONFORM TO THE DETAILS ON THE PLANS OR BE APPROVED.

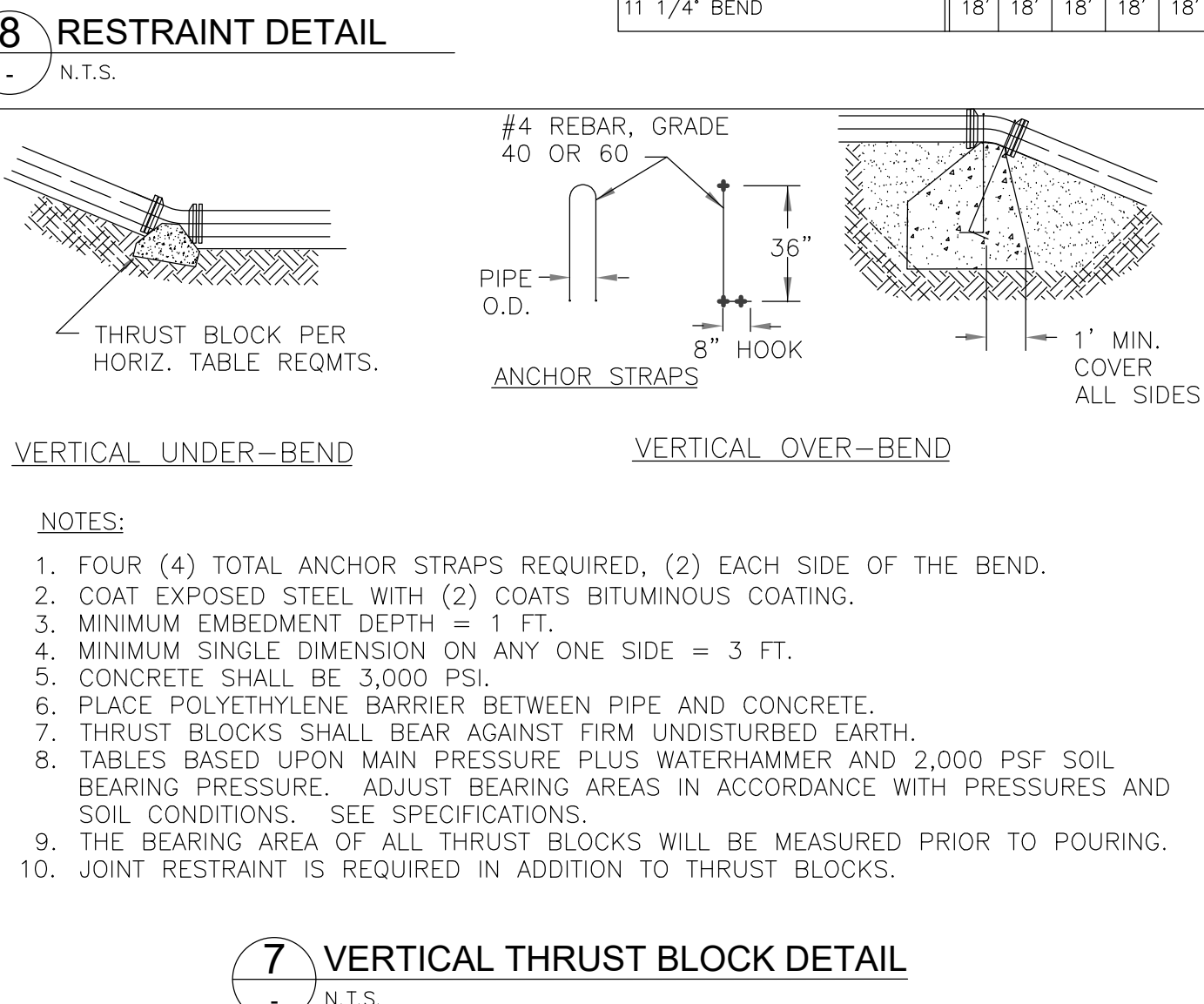
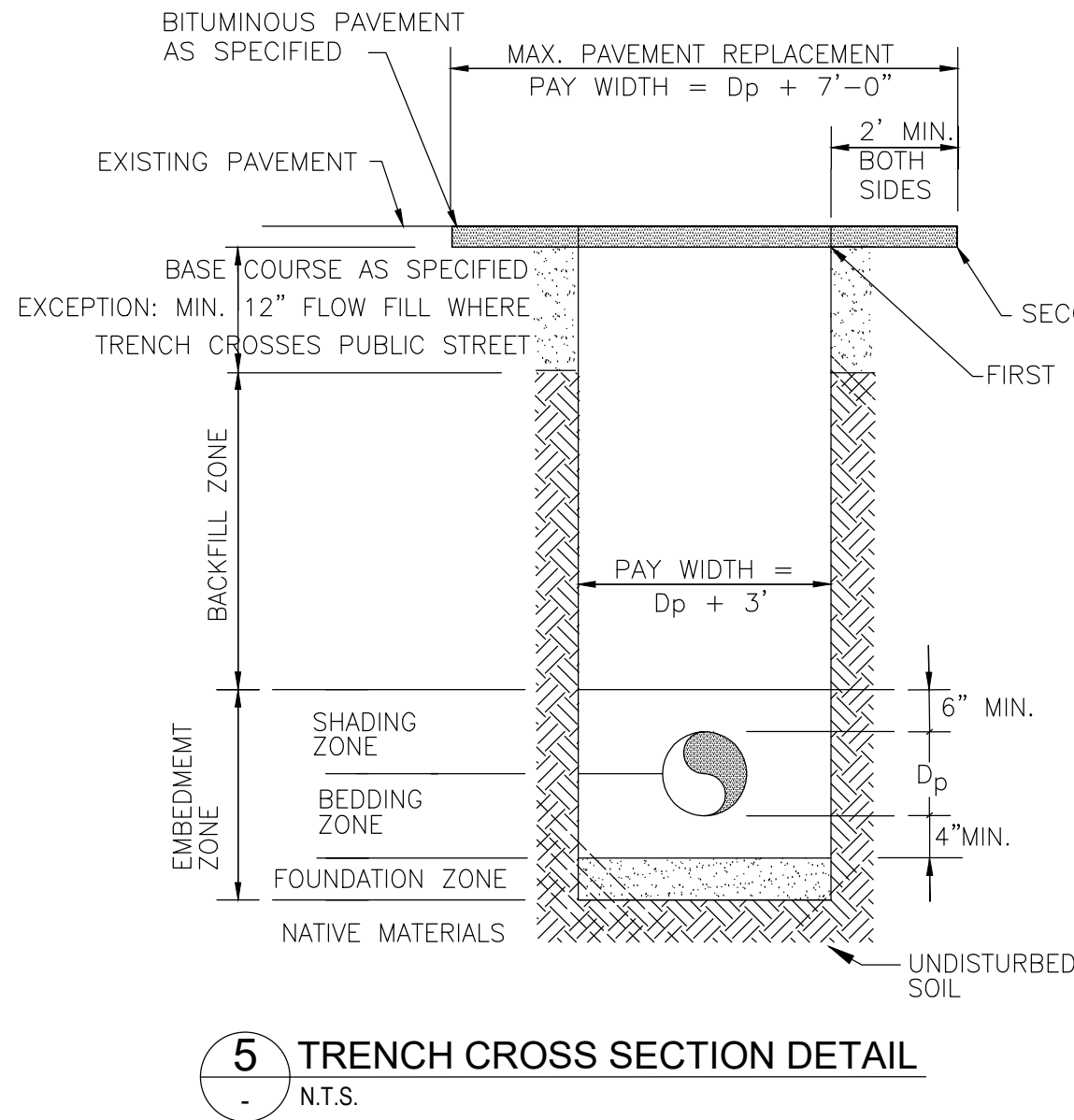
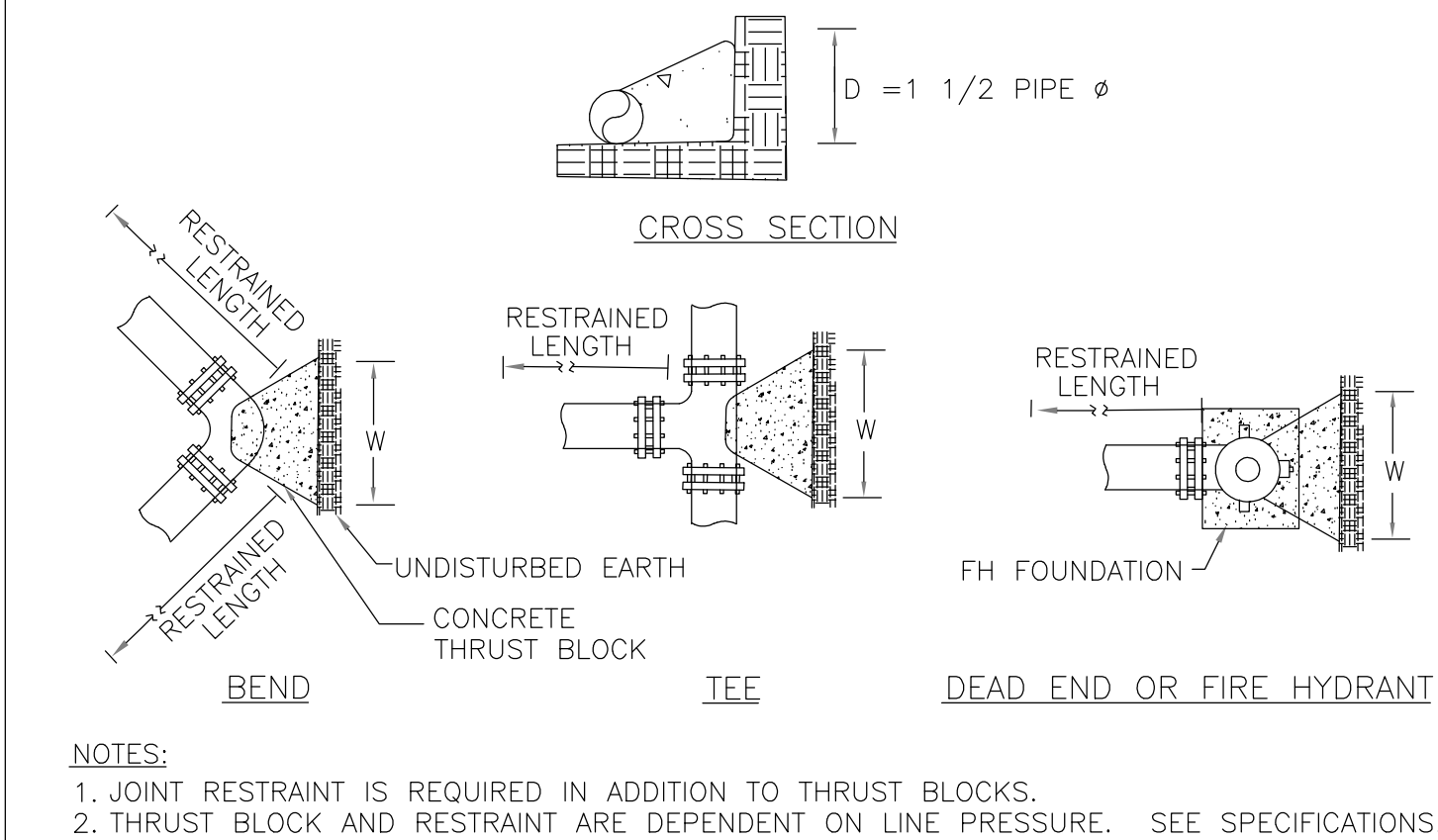
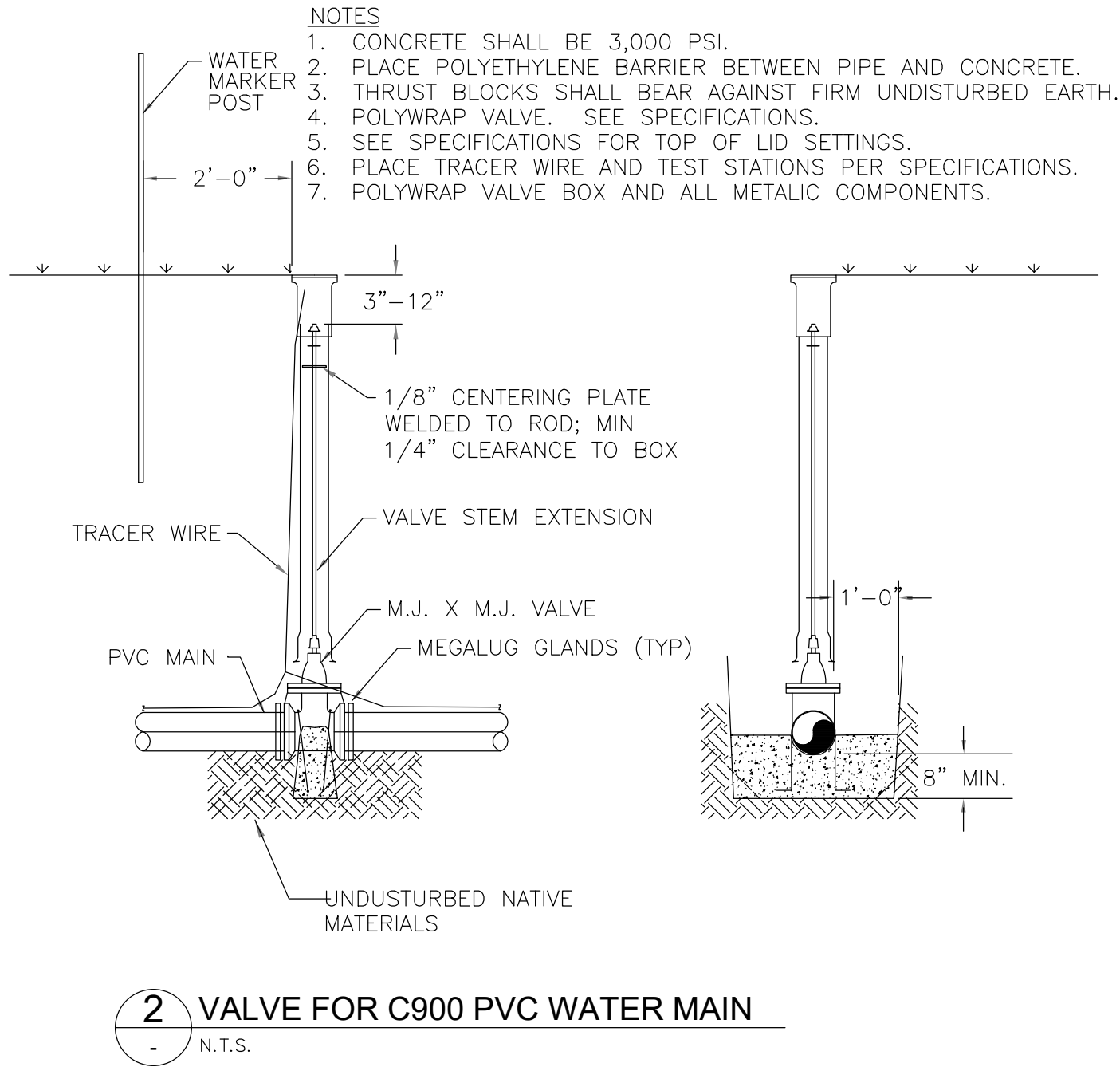
5. EXTENSIONS FOR CSP ARCH CULVERT SHALL MATCH THE CORRUGATIONS AND THE SPAN AND RISE DIMENSIONS OF THE CULVERT TO BE EXTENDED.

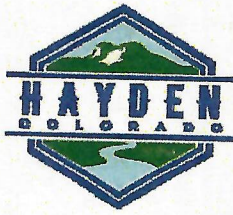
6. MINIMUM COVER FOR METAL AND PLASTIC PIPE IS THE DISTANCE FROM THE TOP OF THE PIPE TO THE TOP OF RIGID PAVEMENT OR TO THE TOP OF SUBGRADE FOR FLEXIBLE PAVEMENT.

7. ALL FOUNDATION, BEDDING AND BACKFILL SHALL BE COMPACTED TO NO LESS THAN 90% DENSITY AND WITHIN 2% OF THE OPTIMUM MOISTURE CONTENT OF THE MODIFIED PROCTOR.

8. ADDITIONAL TRENCH EXCAVATION OR MEASURES MAY BE REQUIRED FOR UNANTICIPATED SOIL CONDITIONS.

9. LENGTHS ARE MEASURED HORIZONTALLY FROM END OF END SECTION TO END OF END SECTION OR CENTER OF MANHOLE





TOWN OF HAYDEN
AGREEMENT FOR PAYMENT OF
DEVELOPMENT REVIEW EXPENSES INCURRED BY THE TOWN

Regarding Project: Hayden Contractor Shops - Sketch Plan

THIS AGREEMENT ("Agreement"), made and entered into this 27th day of August 20 25, by and between the TOWN OF HAYDEN, COLORADO, a municipal corporation, hereinafter referred to as "the Town", and BWCC Business Park LLC, Land Owner/Business Entity, hereinafter referred to as "the Owner," for work herein described as "Development Review" in the Town of Hayden, including, but not limited to, Annexations, Platting, and Site Development Review.

WITNESSETH

WHEREAS, the Owner owns certain Property situated in the County of Routt, State of Colorado, and legally described as follows, to wit:

See **Exhibit A** — Legal Description attached hereto

WHEREAS, the Town's review process includes review of the Owner's proposed plans for the Property which identify land use, location of structures and/or improvements, the location of parks, schools and open space dedications, general location of streets, and a review of utility service issues including the installation of public improvements, dedication of utility easements, confirmation of the availability of utility services and the method for developing and paying for such utility services; and

WHEREAS, the Owner desires to annex, plat and/or develop all or a portion of said Property and has made application to the Town of Hayden; and

WHEREAS, the Parties hereto recognize that the fees as specified by the Municipal Code of the Town of Hayden are not adequate to fully cover the Town's expenses in considering the application, which include, but are not limited to, legal publications, engineering fees, attorney fees, and land planner/consultant fees, reproduction of materials, public hearing expenses and recording of documents; and

WHEREAS, the Parties recognize that the Town will incur expenses prior to the Owner's formal submittal of an annexation, platting or development review proposal; and

WHEREAS, the Parties hereto recognize that the Town will continue to incur expenses throughout the entire Development Review until either (i) abandonment of the work, in writing, by either the Town or the Owner or (ii) completion of the process.

NOW, THEREFORE, in consideration of the foregoing Development Review and of the mutual agreements and conditions hereinafter contained, it is hereby agreed as follows:

1. Full and separate accounting of the Development Review expenses (annexation, platting and site development review). The Town will maintain separate accounting of all funds expended and fees and expenses incurred by the Town as a result of the Development Review of the above referenced Project. Monthly statements of expenses incurred will be made available to the Owner by the Town. Expenses to be charged to the Owner's account shall include, but shall not be limited to, those fees and expenses attributable to legal publications, engineering services, attorney fees, planner/consultant fees, reproduction of materials, public hearing expenses, and the recording of documents. This shall not include the securing of permits and easements which are responsibility of the Owner, separate from this agreement.

2. Owner payment of expenses —Town estimate of fees. The Owner acknowledges that the Town may employ third party planners, engineers, attorneys, and/or other professional fees, incurred as part of the Development Review and approval of the above referenced Project, **are determined after a sufficiency review of the completed Development Review application.**

(a) Initial owner deposit. Upon the execution of this Agreement, the Owner agrees to deposit with the Town the sum of **\$500**, which sum shall serve **as a deposit and partial payment** of third party professional costs incurred by the Town as well as Town staff hourly charges as adopted by the Town while processing the Owner's proposal. Town reserves the right to request a deposit amount higher than \$500 should Town staff feel the project needs will exceed \$500 with a limit of \$5,000 initial request on deposit by applicant.

Any further costs outside of the **\$500 deposit and partial payment** will be incurred at the third party's hourly rate to be paid by the Owner to the Town.

As the Town receives third party billings from its professionals, it will forward photocopies of the same (**on a monthly basis**) to the Owner for immediate payment to the Town of the amount shown on each professional service invoice approved for payment by the Town. The Town will also forward Town invoices of Town staff time associated with the development review. In the event the Owner fails to pay the invoice as submitted by the Town within ten (30) days of the Town's delivery of an invoice, the Town shall be entitled to take the following action: (i) suspend all further review; (ii) cancel any public hearings scheduled by the Town with respect to the Development Review process; and (iii) apply the funds on deposit to retire the balance due any third party professional engaged by the Town.

(b) Payment of balance due at termination. In the event the Town's review expenses are greater than the funds held by the Town at the time of its suspension of review, the Owner agrees to reimburse to the Town, upon demand, such funds as are necessary to retire the balance due per invoices by the third party professionals and the Town at the time of the Town's termination of the review.

(c) Obligation to pay fees in excess of estimate. The Owner understands that estimates by third party professionals and the Town are subject to factors outside the control of those professionals and the Town. Factors include the quality of materials submitted by applicants, input from other review agencies, unforeseen problems or issues, and decisions by the Town of Hayden Planning Commission and/or the Town Board, which may affect charges by those professionals. Therefore, the Owner agrees to pay fees in excess of the Estimate for third party professionals.

3. Application termination. Except where the law or an agreement with the Town provides otherwise, the Owner may terminate its application at any time by giving written notice to the Town. The Town shall take all reasonable steps necessary to terminate the Development Review process including the cessation of additional accrual costs to the Owner post-termination letter, and shall file such notices as are required under the Town's annexation and Development Review regulations. The Owner shall be liable for all costs incurred up to the point of termination and cost incurred by the Town for the termination process.

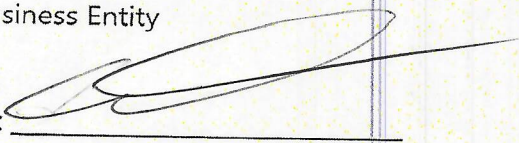
4. Collection of fees and costs. If the Owner fails to pay the fees required herein when due, the Town may take all necessary steps authorized by law in order to collect the fees due. The Town shall also be entitled to all court costs and attorney fees incurred in collection of the balance due including, but not limited to, the interest on the amount due at a rate of 18% per annum.

IN WITNESS WHEREOF, the Town and the Owner have caused this Agreement to be duly executed on the day and year first above written.

OWNER:

BWCC Business Park LLC

Business Entity

By: 

Land Owner/Business Owner/Company
President

ATTEST:

Sharon Johnson, Town Clerk

TOWN OF HAYDEN:

By: _____
Mathew Mendisco, Town Manager

EXHIBIT A

LEGAL DESCRIPTION

Lots 45, 46, 47, Valley View Business Park
according to the plat recorded 1/5/2006 reception
No. 631598 and as filed at File No. 13572.



Date: September 10, 2025
File No.: 720-F11555-25
Buyer(s)/Borrower(s): BWCC Business Park LLC, a Colorado limited liability company
Property: Lots 45-48 Valley View Business Park, Steamboat Springs, CO 80487
Assessor Parcel No.: R8169968, R8169971 and

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

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

To: Fidelity National Title Company
4643 S Ulster Street
Suite 1150
Denver, CO 80237

Attn: Youn Ju Kim
Phone:
Fax:
Email: yjkim@fnf.com

To: Christopher Callahan
617 Hilltop Parkway
Steamboat Springs, CO 80487

Attn: Christopher Callahan
Phone: (847)341-9530
Fax:
Email: bwccbusinesspark@gmail.com

END OF TRANSMITTAL

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Fidelity National Title
Insurance Company

Commitment Number:

720-F11555-25

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

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

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Joseph A. Belongia
Authorized Officer or Agent

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company 4643 S Ulster Street, Suite 1150 Denver, CO 80237 Main Phone: (303)220-9999 Email: YJKim@fnf.com	

Order Number: 720-F11555-25

Property Address: Lots 45-48 Valley View Business Park, Steamboat Springs, CO 80487

SCHEDULE A

- Commitment Date: August 21, 2025 at 08:00 AM
- Policy to be issued:
 - Endorsement Form 107.12A
Proposed Insured: BWCC Business Park LLC, a Colorado limited liability company
Proposed Amount of Insurance: \$0.00
- The estate or interest in the Land at the Commitment Date is:
Fee Simple
- The Title is, at the Commitment Date, vested in:
[BWCC Business Park LLC, a Colorado limited liability company](#)
- The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PREMIUMS:

Owner's Policy Premium	\$0.00
CO 107.12A-06	\$174.00

END OF SCHEDULE A

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

Lots 45, 46, 47, and 48, Valley View Business Park, according to the plat recorded January 5, 2006 at Reception No. [631598](#) and as filed at File No.13572, and the Declaration recorded January 5, 2006 at Reception No. [631599](#), subject to the terms, provisions and obligations of said common interest community.
County of Routt, State of Colorado.

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

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

Party(s): BWCC Business Park LLC, a Colorado limited liability company

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

6. Recordation of Statement of Authority for BWCC Business Park LLC, a Colorado limited liability company pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.

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

END OF SCHEDULE B, PART I

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - 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 facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any 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.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims or title to water, whether or not disclosed by the Public Records.

7. All taxes and assessments, now or heretofore assessed, due or payable.

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

8. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded in [Book 6 at Page 391](#).
9. All interest in all minerals, including oil and gas rights as reserved in a deed recorded March 28, 1958 in [Book 284 at Page 532](#), and any interests therein or rights thereunder.
10. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Yampa Valley Electric Association, Inc., as described in instrument recorded March 7, 1996 in [Book 718 at Page 274](#).
11. All notes, easements and provisions as shown on the Plat of Valley View Business Park filed January 5, 2006 at File No. 13572 at Reception No. [631598](#).

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - Exceptions
(continued)

12. Terms, agreements, provisions, conditions, obligations, (including common expenses, fees and costs under the Common Interest Ownership Act) easements and restrictions, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded January 5, 2006 at Reception No. [631599](#), and Transfer of Declarant Rights recorded August 2, 2006 at Reception No. [642303](#), given in connection therewith, and any and all amendments and/or supplements thereto.
13. Terms, agreements, provisions, conditions and obligations as contained in Improvements Agreement recorded January 5, 2006 at Reception No. [631600](#).
14. Terms, agreements, provisions, conditions and obligations as contained in Reimbursement Agreement recorded January 5, 2006 at Reception No. [631601](#).
15. Special Warranty Deeds recorded June 5, 2023 at Reception No. [845978](#), at Reception No. [845979](#), at Reception No. [845980](#) and at Reception No. [845981](#).
16. Terms, conditions, provisions, agreements and obligations contained in the Acknowledgement of Merger of Title as set forth below:
- Recording Date: April 26, 2024
Recording No: [852669](#) (as to Lots 45, 46 and 47)

17. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$1,250,000.00
Trustor/Grantor BWCC Business Park LLC
Trustee: Public Trustee of Routt County
Beneficiary: Richard Callahan and Benedicte Wirtz
Recording Date: July 30, 2025
Recording No: [862217](#) (as to Lots 45, 46 and 47)

END OF SCHEDULE B, PART II

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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 counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company 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.

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(continued)

- 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.

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 Two Million And No/100 Dollars (\$2,000,000.00) 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>.

END OF CONDITIONS

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- The Company will deposit and hold Escrow Funds in an escrow account, together with similar funds from other transactions, at a FDIC-insured trust company, bank, savings bank, savings association, or other financial services entity. Unless specified otherwise, any interest earned, or other financial benefits received, on such account(s) shall be retained by the Company. Upon request, deposits made to the Company may be invested on behalf of any party or parties hereto; provided that any direction to the Company for such investment shall be expressed in writing and the Company shall receive at the time of such request the taxpayer's identification number and requisite investment forms. The Company shall charge a fee, not to exceed \$75.00, to invest funds in an interest bearing account.
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



DISCLOSURE STATEMENT
(continued)

- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





Inquire before you wire!

WIRE FRAUD ALERT

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

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

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

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

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

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

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

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

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

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

Collection of Personal Information

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

Collection of Browsing Information

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

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

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

Other Online Specifics

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

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

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

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

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

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

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

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

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

Security of Your Information

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

Choices With Your Information

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

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

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

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon: Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

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

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

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

Your Consent To This Privacy Notice; Notice Changes

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

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

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

AFFIDAVIT AND INDEMNITY AGREEMENT TO FIDELITY NATIONAL TITLE COMPANY

Order No.: 720-F11555-25

Property: Lots 45-48 Valley View Business Park, Steamboat Springs, CO 80487

The undersigned Borrower(s) ("Borrower") of the above described property, makes the following statements and representations to Fidelity National Title Company:

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property located at:

Lots 45-48 Valley View Business Park, Steamboat Springs, CO 80487

and legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

2. We further represent that there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to Fidelity National Title Company as settlement agent by the Borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist.
8. NEW CONSTRUCTION: There has been no new construction on the property in the past six (6) months, nor are there any plans for the commencement of any new construction unless indicated below:

NONE

9. EXCEPTIONS: The only exceptions to the above statements are:

NONE

10. The undersigned affiant(s) know the matters herein stated are true and indemnifies Fidelity National Title Company and Fidelity National Title Insurance Company, a Florida Corporation, against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

**AFFIDAVIT AND INDEMNITY AGREEMENT
TO FIDELITY NATIONAL TITLE COMPANY**

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BORROWER(S):

BWCC Business Park LLC, a Colorado limited liability company

BY: _____

STATE OF COLORADO

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____,
by , , of the BWCC Business Park LLC, a Colorado limited liability company.

Notary Public

My Commission Expires: _____

(SEAL)

EXHIBIT "A"

Legal Description

Lots 45, 46, 47, and 48, Valley View Business Park, according to the plat recorded January 5, 2006 at Reception No. [631598](#) and as filed at File No.13572, and the Declaration recorded January 5, 2006 at Reception No. [631599](#), subject to the terms, provisions and obligations of said common interest community.
County of Routt, State of Colorado.



Town of Hayden

Planning Commission Agenda Item

MEETING DATE:	October 30, 2025
AGENDA ITEM TITLE:	Valley View Condo Subdivision Preliminary Plan
AGENDA SECTION:	New Business
PRESENTED BY:	Ty Johnson, Contract Planner
APPLICANT(S):	Four Points Surveying and Engineering
CAN THIS ITEM BE RESCHEDULED:	Not recommended.
ATTACHMENTS:	Application Submittal

BACKGROUND REVIEW:

The applicant, Four Points Surveying and Engineering, has submitted an application (Application) for a Preliminary Plan under Hayden's Development Code (HDC). The application requests to develop Lots 45-47 of Valley View Business Park.

The preliminary plan application has been submitted as the second step in a major subdivision for the subject property. The applicant is requesting to create condominiums out of the existing duplex and triplex on the property. Additionally, the preliminary plan envisions the development of the remaining portion of Lots 45-47 to the north of the existing duplex and triplex.

COMPLIANCE WITH THE TOWN OF HAYDEN DEVELOPMENT CODE

While the HDC contains numerous regulations regarding land use, staff has analyzed the following checklist to highlight the regulations directly applicable to this application and how it meets the standards for approval. Interested parties are encouraged to review the HDC to determine if there are other regulations that may be applicable to the review of this Application.

Chapter 10.16 – Development Review Procedures

Section 10.16.020 – General Procedures and Requirements.

Complies Yes No		Section	Standards
		10.16.020(d)	Step 4: Application Processing
X		10.16.020(d)(1)	Determination of Completeness. A development application shall be reviewed for completeness by the manager within ten business days after receipt
X		10.16.020(d)(2)	Referral to Other Agencies. Development applications may be referred to other agencies for review and comment. <i>Staff comment: A referral was made internally to Town review agencies and to Routt Co. Building, West Routt Fire, CDOT, CPW, Yampa Valley Regional Airport, Routt Co. Public Works, Routt Co. Planning, Hayden PD, and Hayden School District. One standard comment regarding building code and ADA parking requirements was submitted from Routt Co. Building Dept. This standard has been met.</i>
X		10.16.020(e)	Step 4: Notice. Notice shall be required for all public hearings conducted by the Planning Commission and Council. <i>Staff comment: All public notice requirements have been completed. Therefore, this standard is met</i>
X		10.16.020(f)	Step 5: Public Hearings. The Manager shall schedule a public hearing date before the Planning Commission and/or Council after a complete application has been received, Town staff has completed Town staff review, and referral agencies have had an opportunity to provide comments. <i>Staff comment: The public hearing has been scheduled with the Planning Commission on October 30, 2025; therefore, this standard has been met.</i>
		10.16.020(g)	Step 6: Review and Decision
X		10.16.020(g)(3)	Findings. The reviewing authority shall adopt written findings which document that a recommendation or decision is based upon a determination of whether the development application complies with the applicable review criteria. The written findings shall state the conditions or mitigation. <i>Staff comment: Recommended findings of fact are included below for Board of Adjustment's consideration.</i>

Section 10.16.080 – Subdivisions.

The purpose of the subdivision review procedures is to ensure compliance with all the standards and requirements in this Development Code and encourage quality development consistent with the goals, policies and objectives in the Master Plan and purposes of this Development Code.

Complies		Section	Standards
Yes	No		
		10.16.080(e)(1)	The Preliminary Plan is consistent with the approved Sketch Plan and incorporates the Planning Commission recommendations and conditions of approval; <i>Staff comment: The sketch plan hearing is concurrent with the preliminary plan hearing. A condition of approval has been recommended for a potential approval of this request that, if approved, this preliminary plan comply with any conditions of approval from the sketch plan. Therefore, this standard can be met.</i>
✓		10.16.080(e)(2)	The proposed subdivision shall comply with all applicable use, density, development and design standards set forth in this Development Code that have not otherwise been modified or waived pursuant to this Chapter and that would affect or influence the layout of lots, blocks and streets, and the proposed subdivision does not create lots or patterns of lots that will render compliance with such development and design standards difficult or infeasible; <i>Staff Comment: The proposal has been designed to meet all standards of the development code. Furthermore, this project exists within an already developed subdivision that complies with all standards from the Development Code.</i> <i>This standard is met.</i>
✓		10.16.080(e)(3)	The subdivision application complies with the purposes of this Development Code; <i>Staff Comment: The subject application has followed all general procedures and requirements throughout the application process, and furthers the purposes of the development code as stated in Section 10.04.030. Therefore, this standard is met.</i>
✓		10.16.080(e)(4)	The subdivision application and proposed land use mix is consistent with Official Zoning Map, the Master Plan and other community planning documents <i>Comment: The current zoning of the property is Light Industrial (LI). The Light Industrial zone district is intended of this district to provide locations for a variety of workplaces including light industrial uses, research and development offices and institutions and complementary secondary uses. Additionally, this district is intended to encourage the</i>

development of planned office and business parks and to promote excellence in the design and construction of buildings, outdoor spaces, transportation facilities and streetscapes.

The project furthers the goals and policies of the master plan, and more specifically conforms to the following:

Action RE.ED3.1: Retain and expand upon regionally-serving commercial, industrial and service uses

Action RE.ED3.5: Support efforts that expand the area's commercial base, growing Town revenues, and providing essential services for residents, while also reducing spending beyond the market

Action RE.ED1.3: Prioritize investment and reinvestment in vacant and underutilized parcels within the municipal boundaries infrastructure is available, before growing beyond the existing Town boundaries

The proposed development conforms to the existing development and furthers to goals and policies as defined in the master plan.

This standard is met

✓

10.16.080(e)(5)

The land is physically suitable for the proposed development or subdivision .*Staff Comment: The land exists within an already developed subdivision and has been partially developed with a duplex and triplex, and is therefore suitable for development and subdivision.*

This standard is met.

✓

10.16.080(e)(6)

The proposed subdivision is compatible with surrounding land uses; *Staff Comment: The proposed subdivision is compatible with surrounding properties and land uses, as adjacent lots exist withing the Valley View Bus. Park and all are zoned light industrial.*

This standard is met.

✓

10.16.080(e)(7)

There are adequate public facilities for potable water supply, sewage disposal, solid waste disposal, electrical supply, fire protection and roads and will be conveniently located in relation to schools, police, fire protection and emergency medical services; *Staff Comment The proposed development exists within the already established Valley View Business Park which has adequate access to utilities, dedicated/built right-of-*

- way, and is served by emergency services ; therefore, this standard is met.
- ✓ 10.16.080(e)(8) **The proposed utility and road extensions are consistent with the utility's service plan and are consistent with the Master Plan; Staff Comment The project exists within an already established subdivision that has been built and complies with road extensions and utility service plans.; therefore, this standard is met.**
- ✓ 10.16.080(e)(9) **The utility lines are sized to serve the ultimate population of the service area to avoid future land disruption to upgrade under-sized lines; Staff Comment The project exists within an already established subdivision where utilities were sized to accommodate full build out.; therefore, this standard is met.**
- ✓ 10.16.080(e)(10) **The subdivision is compatible with the character of existing land uses in the area and shall not adversely affect the future development of the surrounding area; Staff Comment: The proposed subdivision is compatible with surrounding properties and land uses, as adjacent lots exist withing the Valley View Bus. Park and all are zoned light industrial, and will not impact future buildout of surrounding lots. Therefore, this standard is met.**
- ✓ 10.16.080(e)(11) **Any proposed subdivision for an existing PUD shall be consistent with the relevant PUD Master Plan as reflected in the approval of that PUD; Staff Comment: This criteria is not applicable as this is not a part of an existing PUD.**
- ✓ 10.16.080(e)(12) **Appropriate utilities, including water, sewer, electric, gas and telephone utilities, has provided a “conditional capacity to serve” letter for the proposed subdivision; Staff Comment: This property is already served by all utility providers. Therefore, this standard is met.**
- ✓ 10.16.080(e)(13) **That the general layout of lots, roads, driveways, utilities, drainage facilities and other services within the proposed subdivision are designed in a way that minimizes the amount of land disturbance, minimize inefficiencies in the development of services, maximizes the amount of open space in the development, preserves existing trees/vegetation and riparian areas, protects critical wildlife habitat and otherwise accomplishes the purposes of this Development Code; Staff Comment: This criteria is not applicable as the existing lot is partially developed and has already been designed as a part of the Valley View sub.**
- ✓ 10.16.080(e)(14) **Evidence that all areas of the proposed subdivision that may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified by the applicant and that the proposed use of these areas are compatible with such**

- conditions or that adequate mitigation is proposed;
Staff Comment: This criteria is not applicable as the existing lot is partially developed and soil conditions have already been assessed as a part of the Valley View Sub. Therefore, this standard is met.
- ✓ 10.16.080(e)(15) The subdivision application addresses the responsibility for maintaining all roads, open spaces and other public and common facilities in the subdivision and that the Town can afford any proposed responsibilities to be assumed by the Town;
Staff Comment: The development will maintain all common areas throughout the site. Therefore, this standard is met.
- ✓ 10.16.080(e)(16) Adverse impacts on adjacent or nearby land uses have been identified and appropriate and effective mitigation is proposed;
Staff Comment: There are no anticipated negative impacts to surrounding properties or land uses, as adjacent lots exist withing the Valley View Bus. Park and all are zoned light industrial. This standard is met.
- ✓ 10.16.080(e)(17) If applicable, the declarations and owners' association are established in accordance with the law and are structured to provide adequate assurance that any site design standards required by this Development Code or conditions of approval for the proposed subdivision will be maintained or performed in a manner which is enforceable by the Town; and
Staff Comment: CCRs have been submitted that are established in accordance with the law and provide assurance that the development will be maintained in accordance with standards. This standard is met
- ✓ 10.16.080(e)(18) As applicable, the proposed phasing for development of the subdivision is rational in terms of available infrastructure capacity and financing.
Staff Comment: The proposed phasing is rational in terms of available infrastructure as all infrastructure is already installed and ready to serve any phasing for the site.. This standard is met

Section 10.24.300 – Community Housing Standards

The purpose of this community housing policy is to address the critical lack of housing across nearly all income levels that is imposing a high housing cost burden and limiting the local workforce. This mitigation is an effort to preserve the health, safety, welfare, and quality of life for residents in this community through housing that is attainable. This is accomplished through the establishment of community housing requirements for development, which requires a portion of all new residential development to be set aside for community housing purposes as a condition of approval for such development.

Complies Yes No	Section	Standards
	10.24.300(d)	Community Housing Requirements. All new residential subdivisions and all new multi-family residential

developments shall set aside housing units for community housing as set forth in this section. *Staff comment: This standard is not applicable as this is not a housing development.*

RECOMMENDATION:

Move to approve the Valley View Condo Subdivision Preliminary Plan with the findings of fact that:

1. The development application meets the standards of the Town of Hayden's Development Code, is consistent with the general goals and intent of the Town of Hayden Comprehensive Plan, and preserves the health, safety, and welfare of the citizens of the Town of Hayden.

Subject to the following conditions of approval:

1. The applicant adjust the preliminary plan to meet any conditions of approval from the sketch plan application, if applicable.

MANAGER'S RECOMMENDATION/COMMENTS:

I concur with this recommendation.

SITE VICINITY MAP





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

August 19, 2025

Community Development Department
Town of Hayden
178 West Jefferson
Hayden, CO 81639-0190
970-276-3741 office

Re: 453 Commerce Street
Hayden Contractor Shops
PRELIMINARY PLAN Combined Lots 45, 46, and 47, Valley View Business Park
Four Points Project #2030-002

Dear Hayden Town Planning;

This letter serves as the narrative for the preliminary plan development of Lots 45, 46, and 47, Valley View Business Park. The project was previously approved as the Hayden Contractor Shops in April 2024 and building permits were issued in June 2024 for the triplex and duplex currently completed. The preliminary plan application is being submitted to create individual for sale units on the triplex and duplex and modify the next phase of development.

Project Scope

The Project proposes the development of two distinct contractor shop units within a duplex building in the southwest corner of the property, as well as three individual shop units within a triplex building in the southeast corner. Each unit will include a garage door entry with a mezzanine space in the rear. The proposed condominium plat is submitted as a separate Final Plat application. Units will be served by paved access drives and designated parking spaces.

A second phase of construction is planned along the western boundary of the combined lots, consisting of eight contractor shop units, each measuring approximately 45 feet in depth by 25 feet in width. These shops will be accessed from a new asphalt roadway with assigned parking spaces situated along the east side of the roadway. In addition, a single 30-foot by 30-foot contractor shop is proposed in the northeast corner of the site. The modified development plan increases overall density by one unit compared to the previously approved plan, while simultaneously providing additional parking capacity. Revised civil drawings reflecting these modifications are included with this submittal. Water and sanitary sewer services will be utilized from the original taps between lots 45, 46, and 47, Valley View Business Park.

The project as designed meets the Hayden Development Code (HDC) for light industrial developments and was approved in 2024 as noted above. The modified second phase meets the HDC requirements and allows for easier access to the proposed contractor shops.

Consistency with Hayden Forward Master Plan

The Project is consistent with the guiding principles of the *Hayden Forward Master Plan 2020*, particularly the directive to promote and expand local economic development opportunities. Valley View Business Park was originally platted in 2006 and is currently home to a variety of businesses and live-work developments, establishing a precedent for mixed light industrial and commercial activity.

The proposed Hayden Contractor Shops development will provide individually platted shop units suitable for small business operations as well as secure storage or workshop space for families and individuals. This type of flexible, non-residential infrastructure aligns with the intended land use objectives for Valley View Business Park and directly supports the Town's long-term economic and community development goals. By creating affordable, functional commercial space, the Project will foster business growth, strengthen the Town's commercial economy, and provide essential services to Hayden's expanding population.

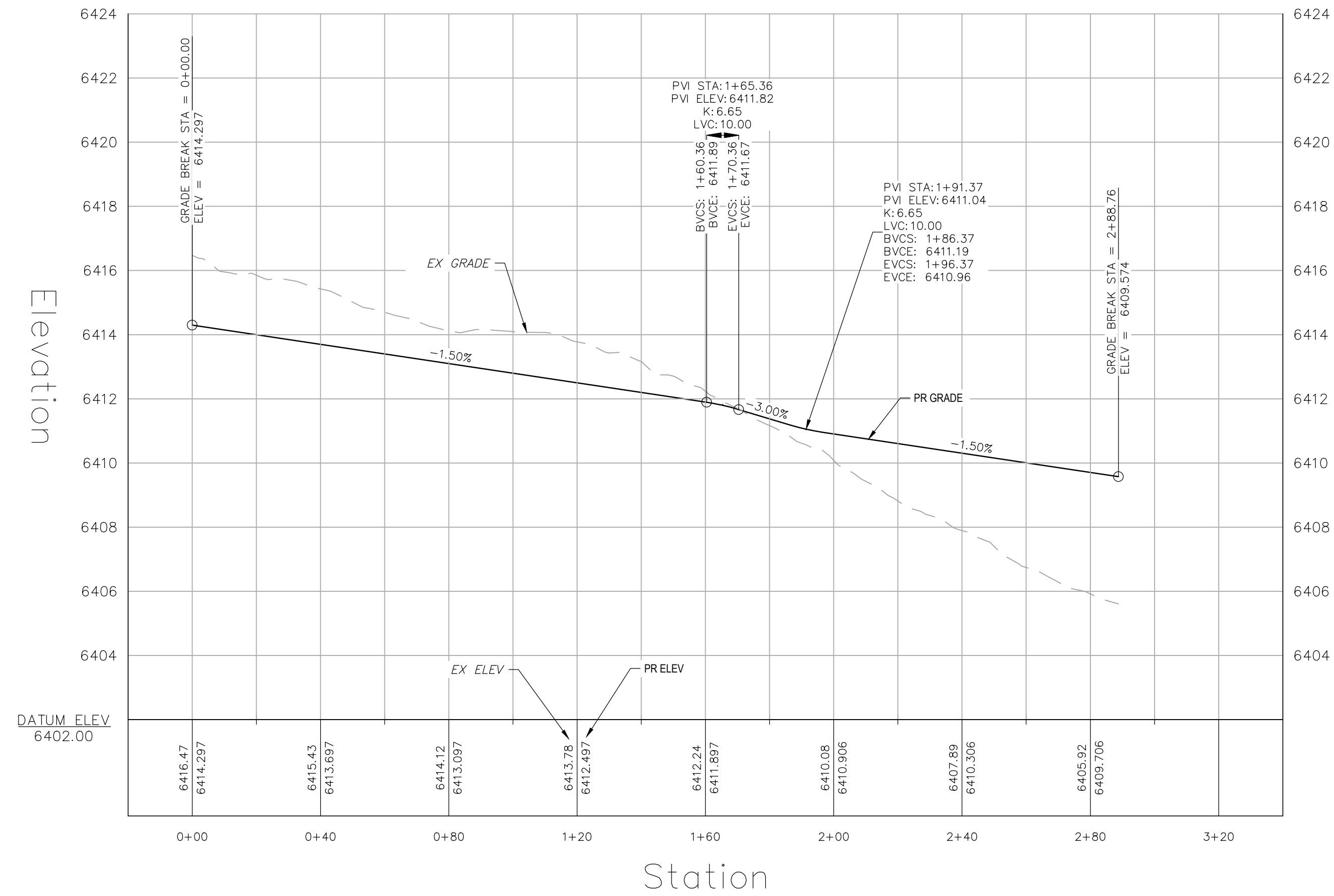
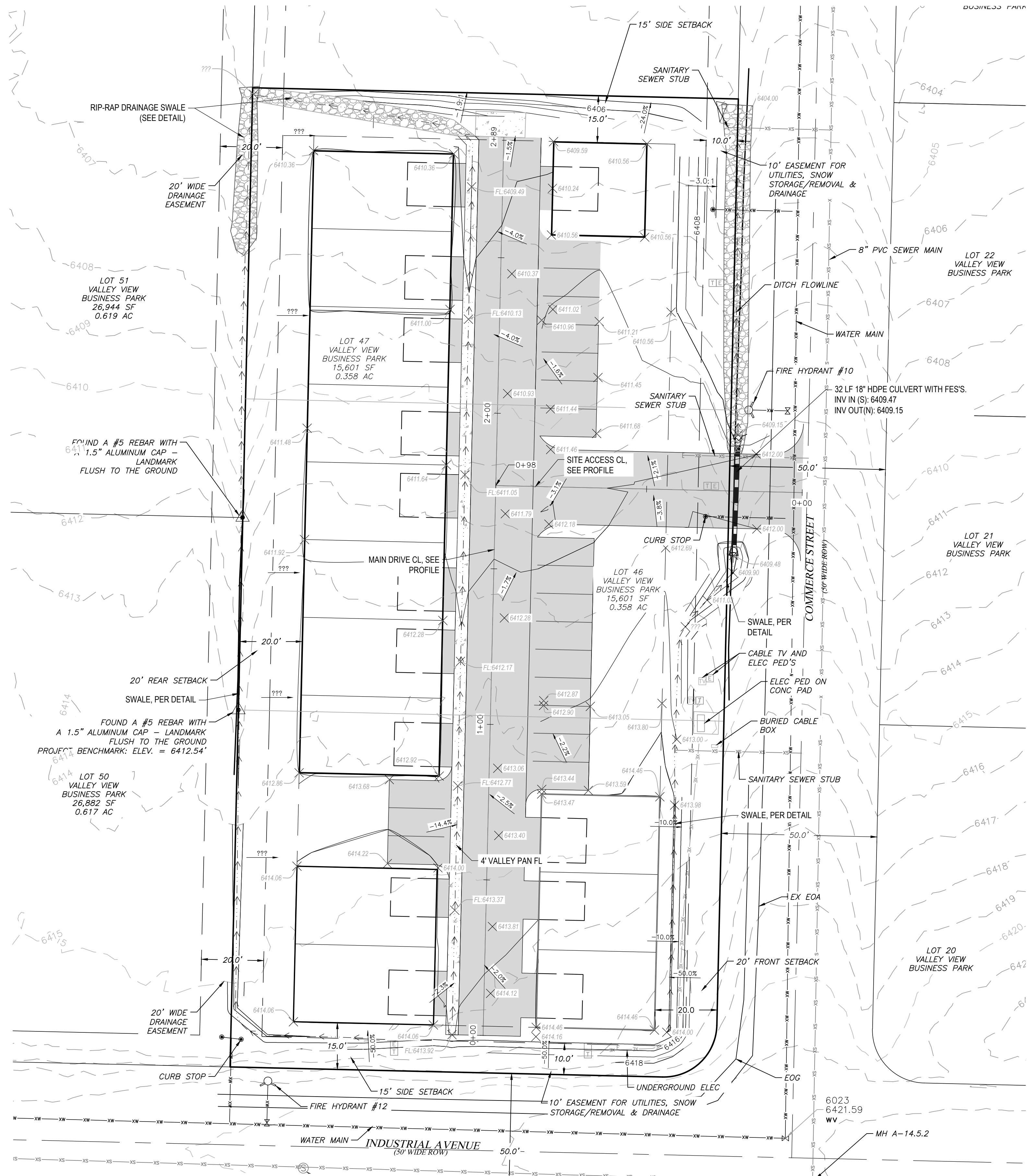
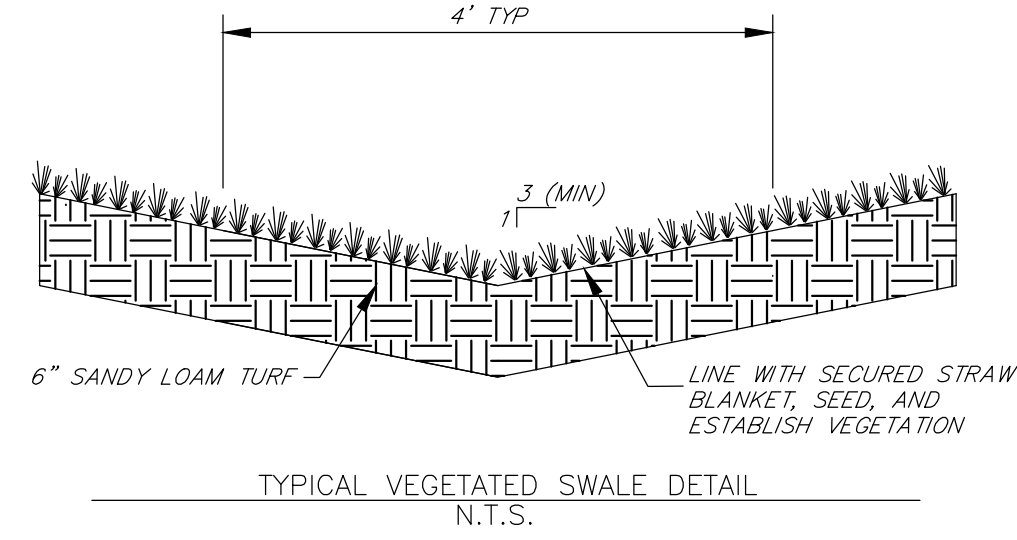
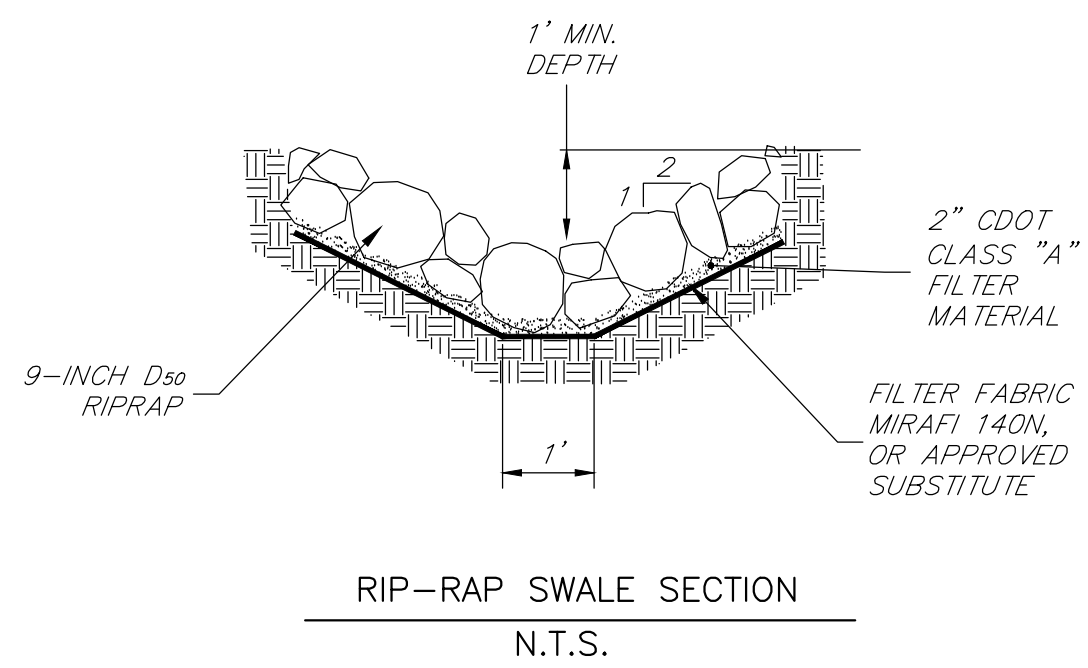
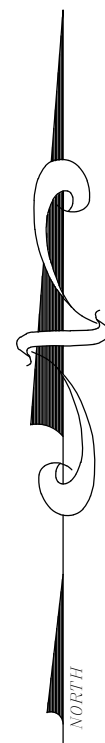
Conclusion

The Project, as proposed, is fully consistent with the Town of Hayden's adopted development standards, the *Hayden Forward Master Plan 2020*, and the *Hayden Comprehensive Plan*. We respectfully request approval of the Preliminary Plan and look forward to continued collaboration with the Town of Hayden in advancing this Project as a high-quality commercial addition to Valley View Business Park.

Thank you,

Walter N. Magill
Four Points Surveying & Engineering

**440 S. Lincoln Ave, Suite 4A
P.O. Box 775966
Steamboat Springs, CO 80487
(970)-871-6772
www.fourpointsse.com**

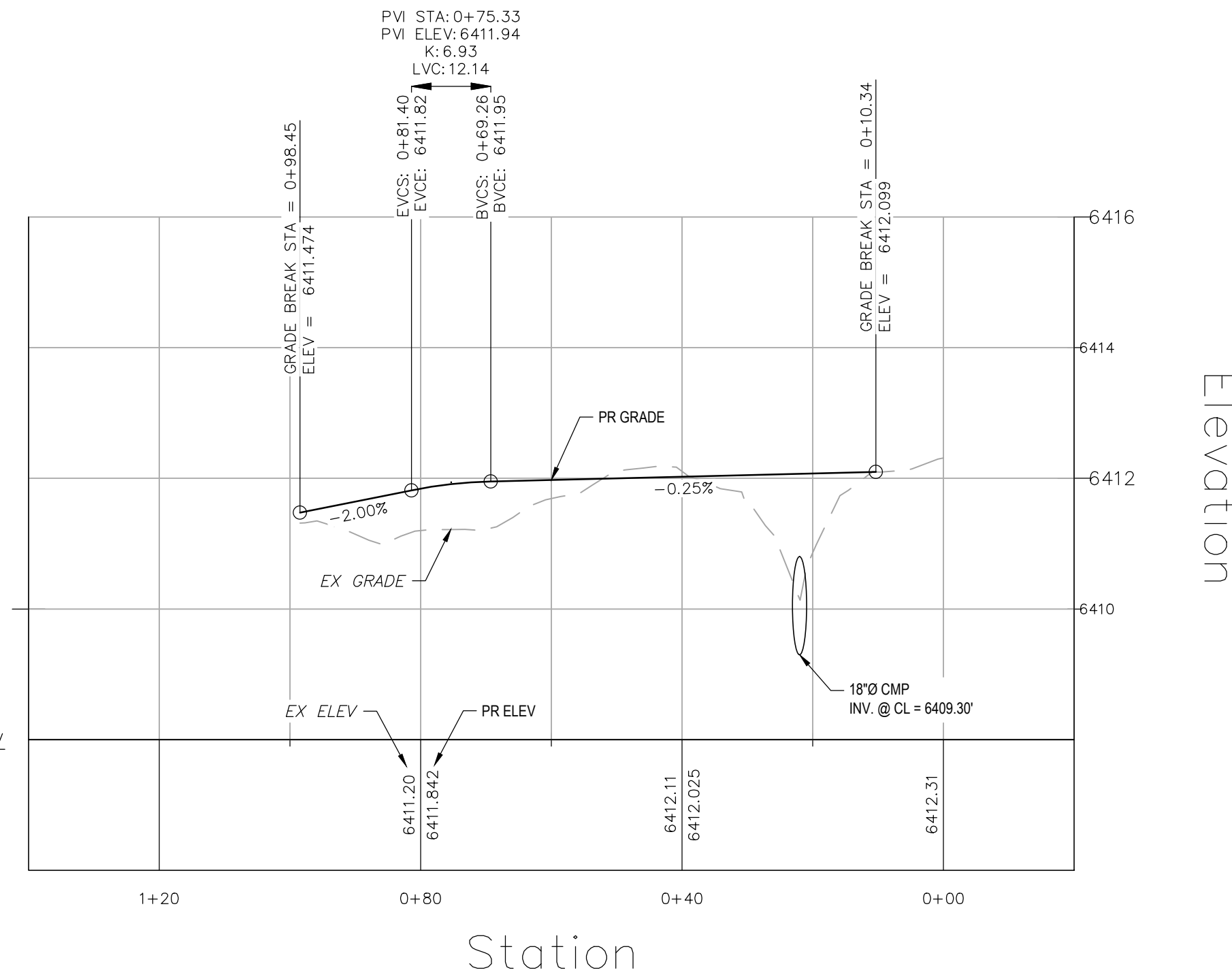


MAIN DRIVE CENTERLINE PROFILE
SCALE HORIZ/ VERT: 1"=30'/3'

PROJECT TOTAL EARTHWORK QUANTITIES:

AREA OF DISTURBANCE:	38916	SQ. FT.
TOPSOIL STRIPPING:	720	CU. YDS.
TOTAL CUT:	1235	CU. YDS.
TOTAL FILL:	1123	CU. YDS.
NET (CUT):	112	CU. YDS.

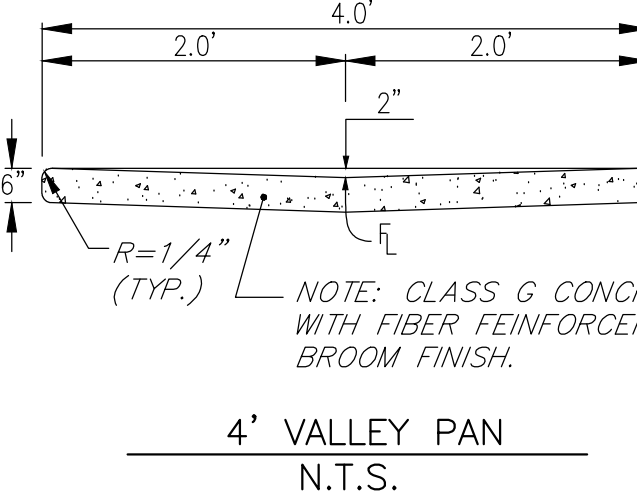
- NOTES:
1. TOPSOIL STRIPPING VOLUME ASSUMES AN AVERAGE TOPSOIL DEPTH OF 0.5 FEET PER THE GEO-TECHNICAL REPORT. ACTUAL TOPSOIL DEPTH MAY VARY ACROSS THE ENTIRE AREA OF DISTURBANCE.
 2. THE TOTAL CUT VOLUME INCLUDES TOPSOIL STRIPPING.
 3. A FILL FACTOR OF 1.10 WAS USED FOR CUT-FILL VOLUME CALCULATIONS.
 4. FILL VOLUME INCLUDES NATIVE MATERIAL AND ALL IMPORT MATERIALS. (I.E. GRAVEL, ASPHALT, CONCRETE, ETC.)



Station
SITE ACCESS CENTERLINE PROFILE
SCALE HORIZ/ VERT: 1"=20'/2'

ABBREVIATIONS:

BOW	BOTTOM OF WALL
BLDG	BUILDING
CL	CENTERLINE
CMU	CONCRETE MASONRY UNITS
CO	CLEAN OUT
CONC	CONCRETE
ELEV	ELEVATION
EOC	EDGE OF CONCRETE
EOG	EDGE OF GRAVEL
EX	EXISTING
FFE	FINISHED FLOOR ELEVATION
FND	FOUNDATION
HP	HIGH POINT
INV	INVERT
LF	LINEAR FEET
PR	PROPOSED
SF	SQUARE FEET
SS	SNOW STORAGE
TOW	TYPICAL
TYP	TYPICAL



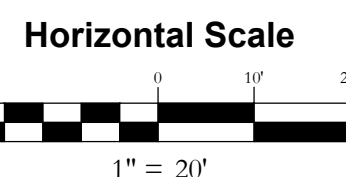
LEGEND	
	PROPERTY BOUNDARY
	ADJACENT PROPERTY BOUNDARY
	EXISTING EASEMENT
	BUILDING SETBACKS
	EXISTING EDGE OF ASPHALT
	EXISTING 2' CONTOUR
	EXISTING 10' CONTOUR
	PROPOSED 2' CONTOUR
	PROPOSED 10' CONTOUR
	EXISTING DRAINAGE DITCH
	PROPOSED DRAINAGE DITCH
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	EXISTING SEWER MAIN
	PROPOSED SEWER SERVICE
	EXISTING WATER MAIN
	PROPOSED WATER SERVICE
	EXISTING FIRE HYDRANT
	PROPOSED ASPHALT PAVING
	PROPOSED CONCRETE STRIPING
	PROPOSED CONCRETE PAVING
	PROPOSED BUILDING FOOTPRINT
	SNOW STORAGE
	EXISTING LABEL
	PROPOSED LABEL



440 S. Lincoln Ave, Suite 4A
P.O. Box 775966
Steamboat Springs, CO 80487
(970)-871-6772
www.fourpointse.com

LOTS 45-47 VALLEY VIEW BUSINESS PARK

TBD COMMERCE ST
HAYDEN, CO 81639



Contour Interval = 1 ft

DATE: 5-18-2024
JOB #: 2030-003
DRAWN BY: RS
DESIGN BY: RS
REVIEW BY: WNM/FPSE

IF THIS DRAWING IS PRESENTED IN A
FORMAT OTHER THAN A4 X 36", THE
GRAPHIC SCALE SHOULD BE UTILIZED.

DRAWING:
GRADING AND
DRAINAGE PLAN

SHEET #

C2



1. EXISTING DRY UTILITY LOCATIONS AND WATER AND SEWER SERVICES WERE OBTAINED FROM UTILITY MAPPING, FIELD SURVEYING AND HAVE NOT BEEN VERIFIED WITH ANY ADDITIONAL UNDERGROUND POTHOLING.
2. MINIMUM SEPARATION BETWEEN PARALLEL WATER AND SEWER MAINS AND SERVICES IS TEN (10') FEET. MINIMUM SEPARATION BETWEEN PARALLEL WATER AND SEWER SERVICE LINES IS FIVE (10') FEET.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF HAYDEN DEVELOPMENT CODE.
4. MINIMUM COVER FROM FINISHED GRADE TO TOP OF WATER MAIN LINE IS SEVEN (7') FEET UNLESS OTHERWISE NOTED. ALL WATER SERVICE LINES SHALL BE TYPE "K" COPPER AND SEAMLESS BETWEEN FITTINGS.
5. SEWER SERVICES ARE ANTICIPATED TO BE FOUR (4") INCH DIAMETER, SDR 35 PVC, MINIMUM SLOPE OF 2%, UNLESS NOTED OTHERWISE.

[illegible]

LOTS 45-47 VALLEY VIEW BUSINESS PARK

Horizontal Scale

1" = 20'

UTILITY PLAN

DRAWING:

SHEET #

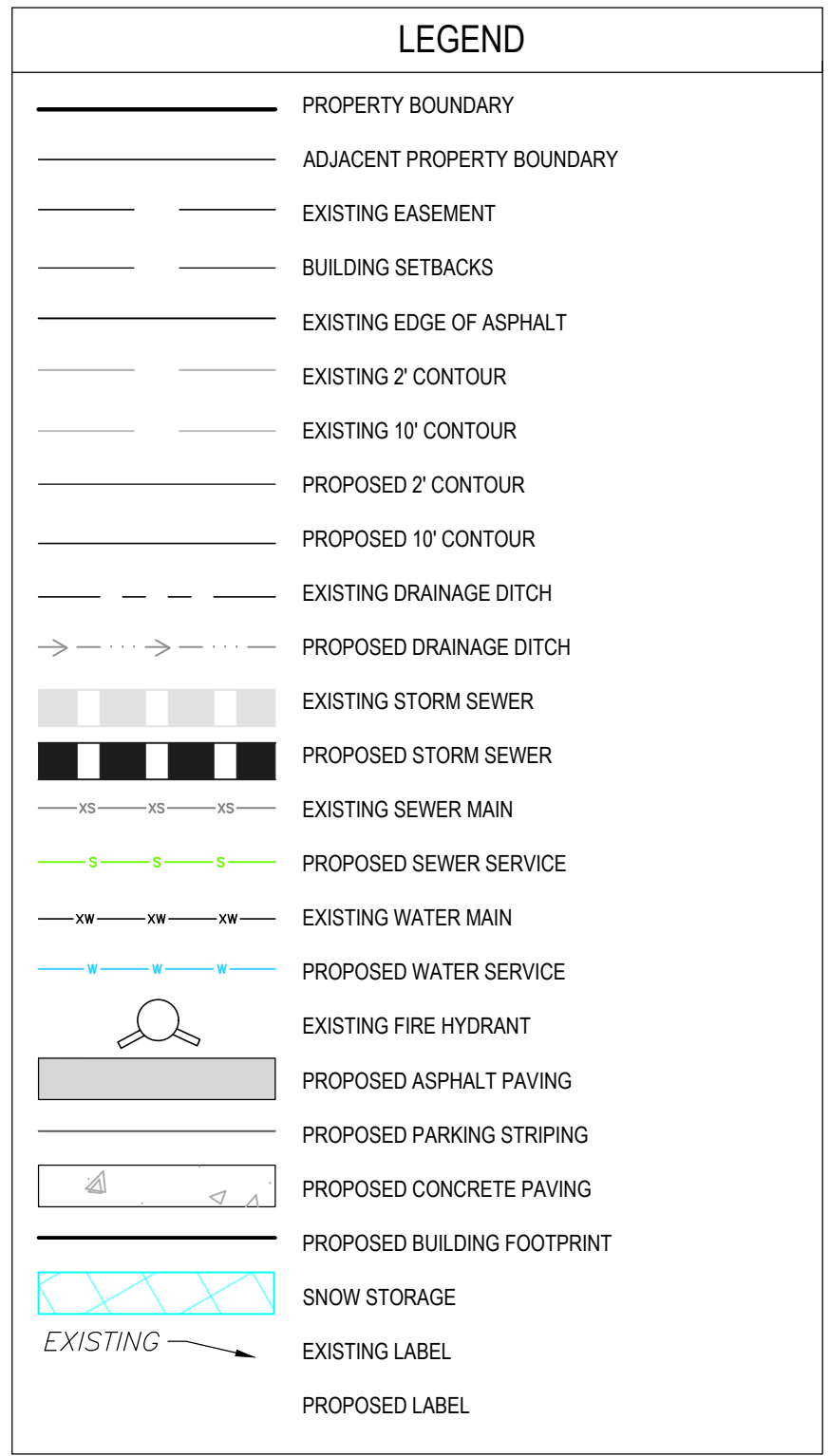
C3

ABBREVIATIONS:

BOW	BOTTOM OF WALL
BLDG	BUILDING
CL	CENTERLINE
CMU	CONCRETE MASONRY UNITS
CO	CLEAN OUT
CONC	CONCRETE
ELEV	ELEVATION
FC	EDGE OF CONCRETE
EOG	EDGE OF GRAVEL
EX	EXISTING
FFE	FINISHED FLOOR ELEVATION
FND	FOUNDATION
HP	HIGH POINT
INV	INVERT
LF	LINEAR FEET
PR	PROPOSED
SF	SQUARE FEET
SS	SNOW STORAGE
TOW	TOP OF WALL
TYP	TYPICAL

LEGEND

	PROPERTY BOUNDARY
	ADJACENT PROPERTY BOUNDARY
	EXISTING EASEMENT
	BUILDING SETBACKS
	EXISTING EDGE OF ASPHALT
	EXISTING 2' CONTOUR
	EXISTING 10' CONTOUR
	PROPOSED 2' CONTOUR
	PROPOSED 10' CONTOUR
	EXISTING DRAINAGE DITCH
	PROPOSED DRAINAGE DITCH
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	EXISTING SEWER MAIN
	PROPOSED SEWER SERVICE
	EXISTING WATER MAIN
	PROPOSED WATER SERVICE
	EXISTING FIRE HYDRANT
	PROPOSED ASPHALT PAVING
	PROPOSED PARKING STRIPING
	PROPOSED CONCRETE PAVING
	PROPOSED BUILDING FOOTPRINT
	SNOW STORAGE
	EXISTING LABEL
	PROPOSED LABEL

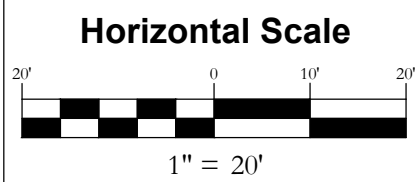




1. EXISTING DRY UTILITY LOCATIONS AND WATER AND SEWER SERVICES WERE OBTAINED FROM UTILITY MAPPING, FIELD SURVEYING AND HAVE NOT BEEN VERIFIED WITH ANY ADDITIONAL UNDERGROUND POTHOLOGING.
2. MINIMUM SEPARATION BETWEEN PARALLEL WATER AND SEWER MAINS AND SERVICES IS TEN (10') FEET. MINIMUM SEPARATION BETWEEN PARALLEL WATER AND SEWER SERVICE LINES IS FIVE (10') FEET.
3. ALL WORK SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE TOWN OF HAYDEN DEVELOPMENT CODE.
4. MINIMUM COVER FROM FINISHED GRADE TO TOP OF WATER MAIN LINE IS SEVEN (7') FEET UNLESS OTHERWISE NOTED. ALL WATER SERVICE LINES SHALL BE TYPE "K" COPPER AND SEAMLESS BETWEEN FITTINGS.
5. SEWER SERVICES ARE ANTICIPATED TO BE FOUR (4") INCH DIAMETER, SDR 35 PVC, MINIMUM SLOPE OF 2%, UNLESS NOTED OTHERWISE.

[illegible]

LOTS 45-47 VALLEY VIEW BUSINESS PARK
TBD COMMERCE ST
HAYDEN, CO 81639



Contour Interval = 1 ft

DATE: 5-18-2024
DOB #: 2030-003
DRAWN BY: RS
DESIGN BY: RS
REVIEW BY: WNM/FPSE

IF THIS DRAWING IS PRESENTED IN A
FORMAT OTHER THAN 24" X 36", THE
GRAPHIC SCALE SHOULD BE UTILIZED.

UTILITY PHASING PLAN

SHEET #

C3.A

ABBREVIATIONS:

BOW	BOTTOM OF WALL
BLDG	BUILDING
CL	CENTERLINE
CMU	CONCRETE MASONRY UNITS
CO	CLEAN OUT
CONC	CONCRETE
ELEV	ELEVATION
EOC	EDGE OF CONCRETE
EOG	EDGE OF GRAVEL
EX	EXISTING
FFE	FINISHED FLOOR ELEVATION
FND	FOUNDATION
HP	HIGH POINT
INV	INVERT
LF	LINEAR FEET
PR	PROPOSED
SS	SQUARE FEET
SF	SNOW STORAGE
TOW	TOP OF WALL
TYP	TYPICAL

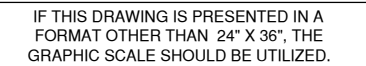
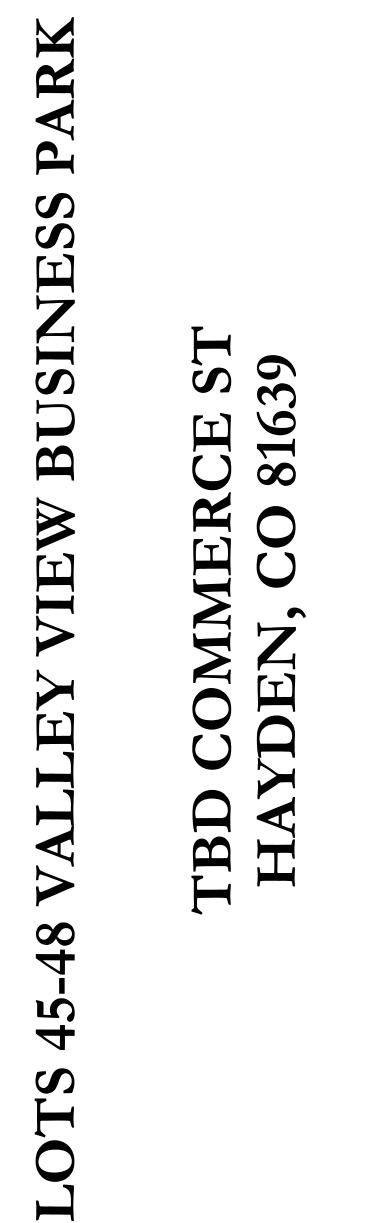
	PROPERTY BOUNDARY
	ADJACENT PROPERTY BOUNDARY
	EXISTING EASEMENT
	BUILDING SETBACKS
	EXISTING EDGE OF ASPHALT
	EXISTING 2' CONTOUR
	EXISTING 10' CONTOUR
	PROPOSED 2' CONTOUR
	PROPOSED 10' CONTOUR
	EXISTING DRAINAGE DITCH
	PROPOSED DRAINAGE DITCH
	EXISTING STORM SEWER
	PROPOSED STORM SEWER
	EXISTING SEWER MAIN
	PROPOSED SEWER SERVICE
	EXISTING WATER MAIN
	PROPOSED WATER SERVICE
	EXISTING FIRE HYDRANT
	PROPOSED ASPHALT PAVING
	PROPOSED PARKING STRIPING
	PROPOSED CONCRETE PAVING
	PROPOSED BUILDING FOOTPRINT
	SNOW STORAGE
	EXISTING LABEL
	PROPOSED LABEL
	PHASE 1 BOUNDARY
	PHASE 2 BOUNDARY



- LANDSCAPING REQUIREMENTS:

OPEN SPACE REQUIREMENTS:

TOTAL OPEN SPACE 0.251 AC/ 10,952 SQFT



C4

1. ON CURVES 3 DEGREES OR SHARPER, CURBS AND/OR GUTTERS ARE TO BE PLACED ON THE ARC OF THE CURVE UNLESS OTHERWISE NOTED ON THE PLANS. A MAXIMUM CHORD LENGTH OF 10 FEET MAY BE USED WHEN THE DEGREE OF CURVE IS LESS THAN 3 DEGREES.

3. PROFILE GRADE OF CURBS AND GUTTERS SHALL BE LOCATED AT THE FLOW LINE.

4. GUTTER CROSS SLOPES SHALL BE $\frac{1}{2}$ IN. / FT. WHEN DRAINING AWAY FROM CURB AND 1 IN. / FT. WHEN DRAINING TOWARDS CURB

5. CONCRETE SHALL CONTAIN 1.5 POUNDS PER CUBIC YARD APPROVED POLYPROPYLENE FIBERS AND HAVE A NOMINAL AGGREGATE SIZE OF $\frac{3}{8}$ IN.

1. CURBS AND/OR GUTTERS ARE TO BE PLACED ON THE ARC OF THE CURVE UNLESS OTHERWISE NOTED ON THE PLANS.

2. CONCRETE SHALL BE CLASS D WITH FIBER REINFORCEMENT.

3. CONTROL JOINTS SHALL BE PLACED AT AN INTERVAL EQUAL TO THE SIDEWALK WIDTH

4. CURBS, GUTTERS AND SIDEWALKS SHALL BE BROOM FINISHED

1. ADEQUATE COVER SHALL BE PROVIDED DURING CONSTRUCTION TO PROTECT THE STRUCTURE FROM DAMAGE.

2. PIPE SHALL BE PLACED WITH LONGITUDINAL SEAMS AT THE SIDES OR QUARTER POINTS BUT NOT ALONG TOP OF VERTICAL AXIS.

3. STRUCTURAL PLATE PIPES OF EQUAL OR GREATER DIAMETER, CONFORMING TO THE SPECIFICATIONS, MAY BE USED WITH PERMISSION OF THE ENGINEER.

4. WHEN A CULVERT IS TO BE EXTENDED WITH PIPE OF A DIFFERENT MATERIAL, THE CONNECTION SHALL CONFORM TO THE DETAILS ON THE PLANS OR BE APPROVED.

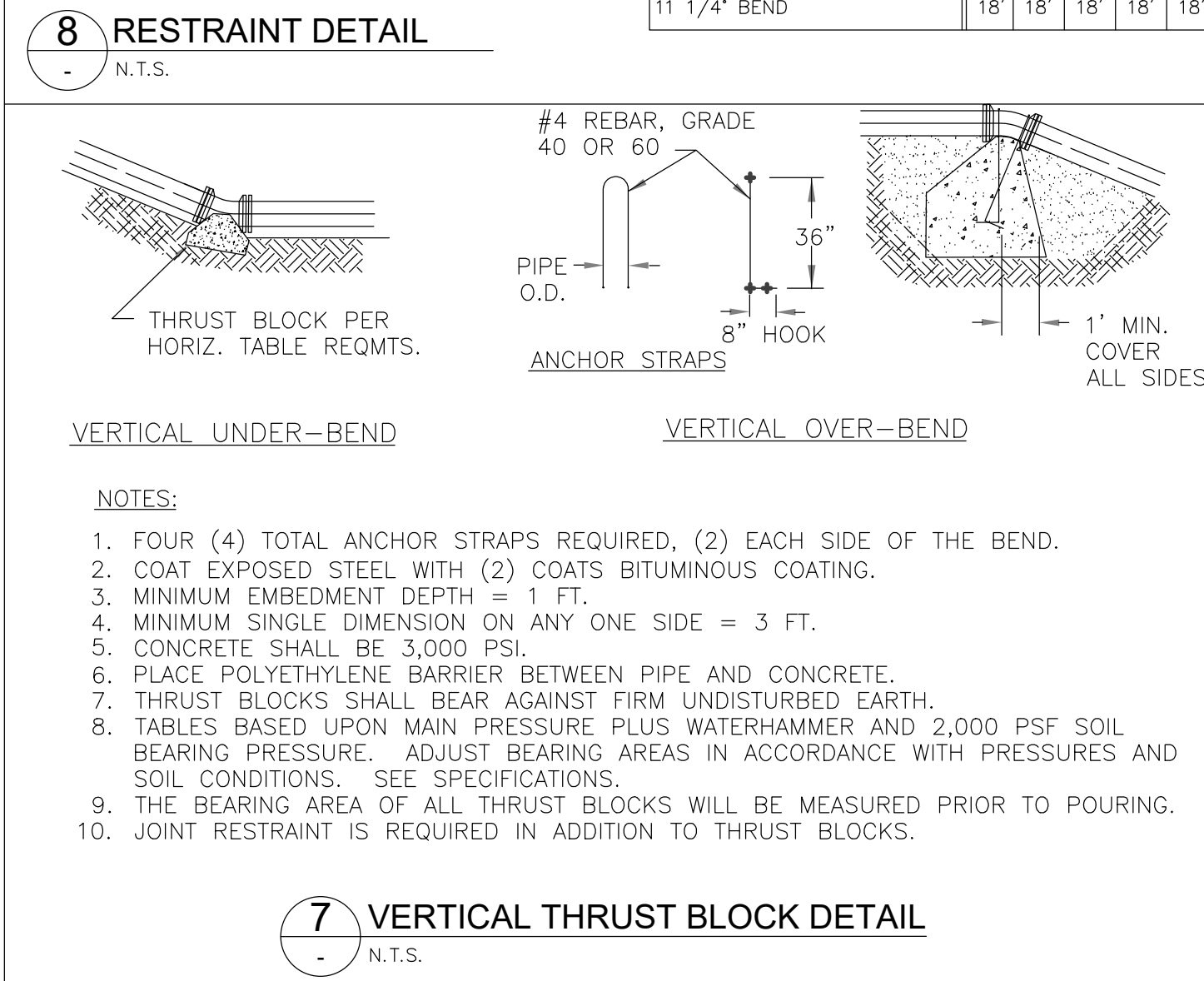
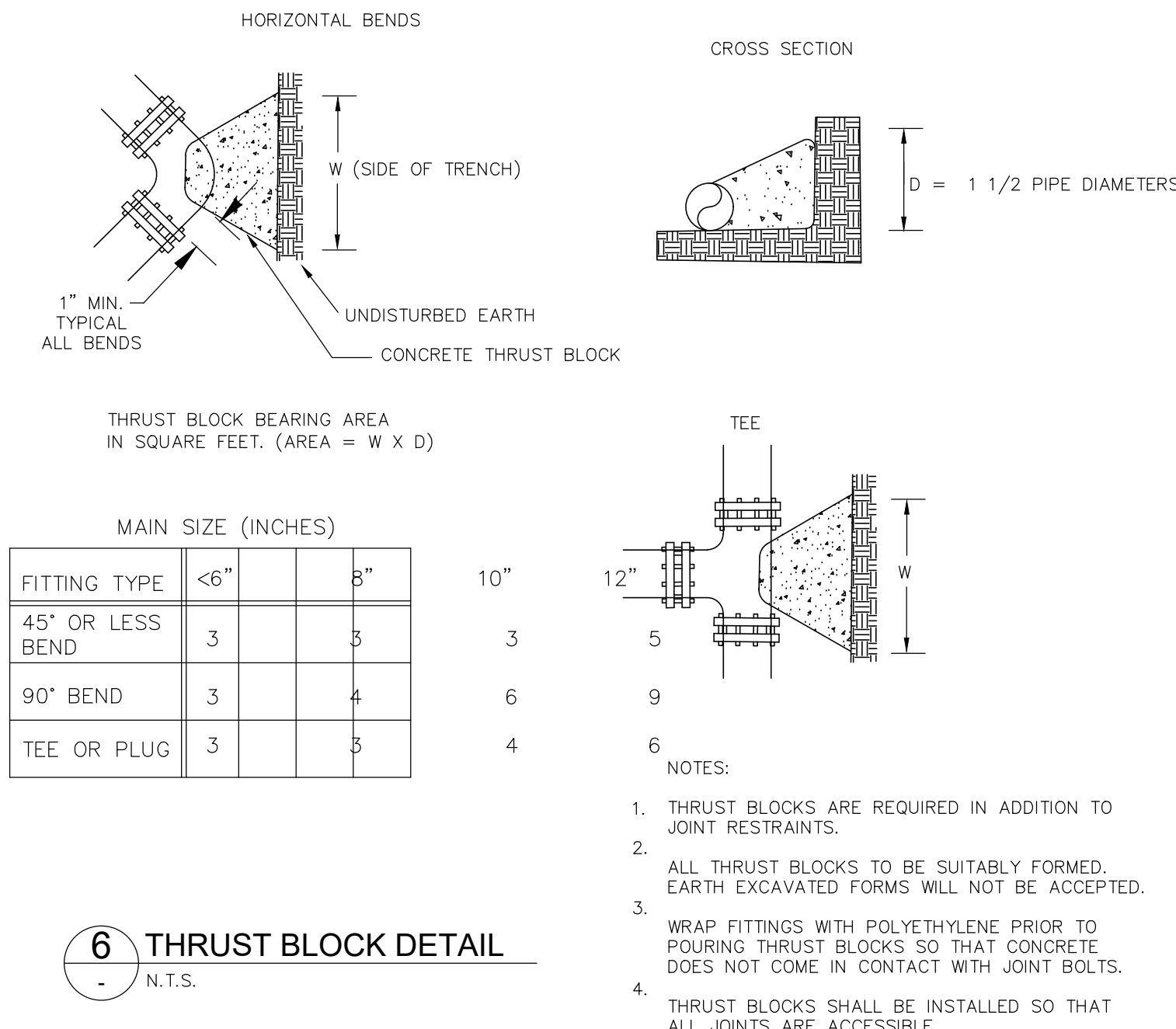
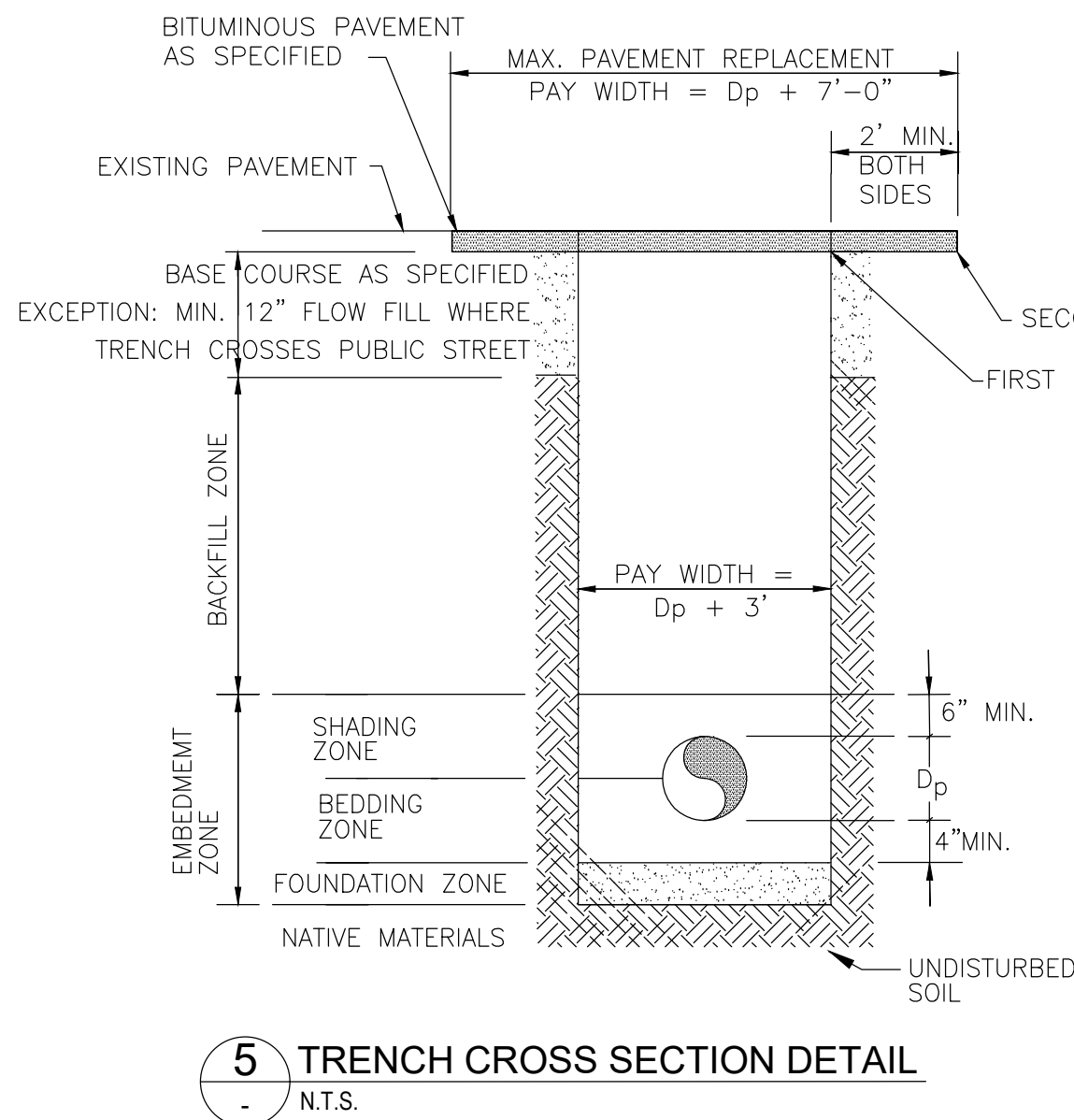
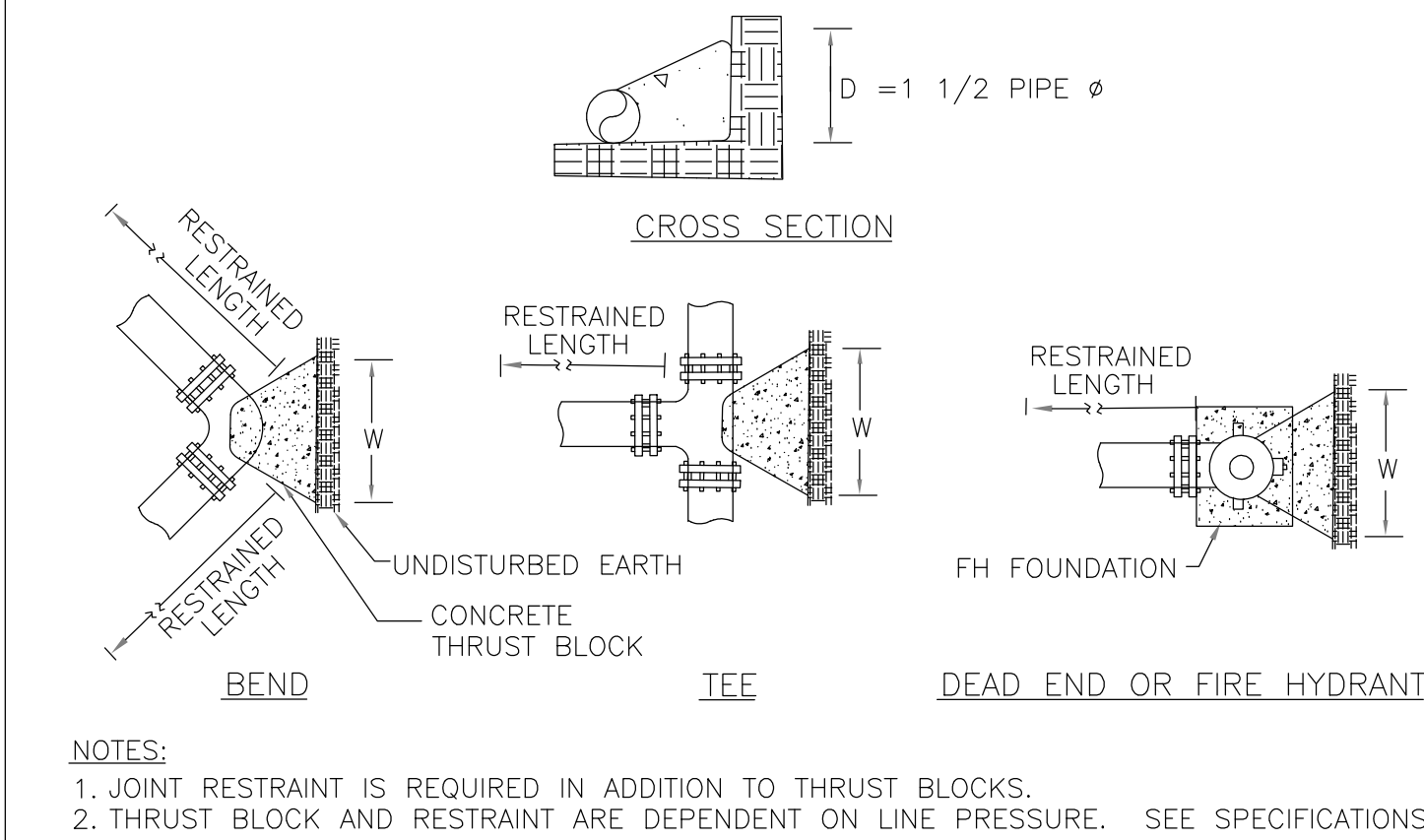
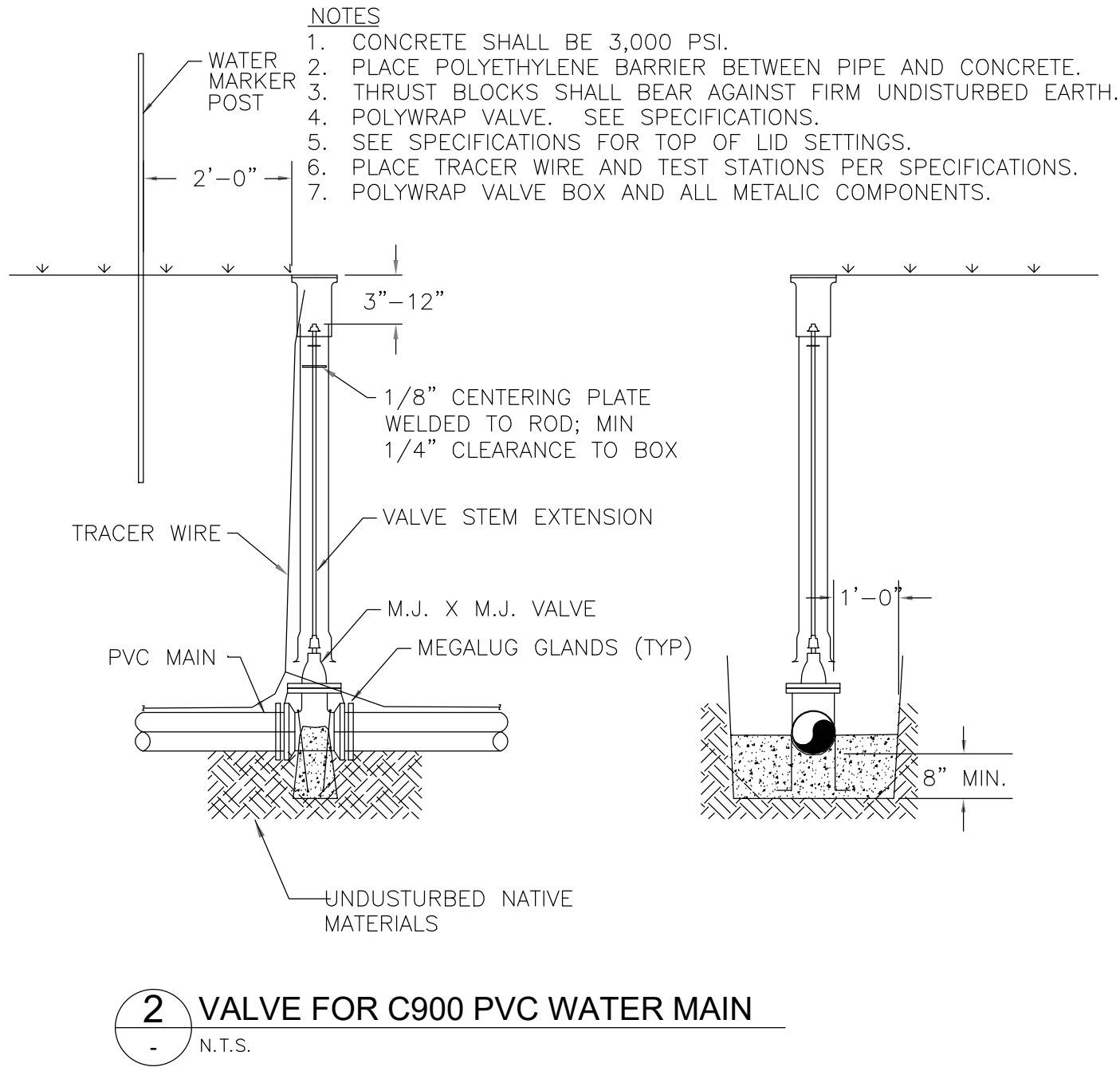
5. EXTENSIONS FOR CSP ARCH CULVERT SHALL MATCH THE CORRUGATIONS AND THE SPAN AND RISE DIMENSIONS OF THE CULVERT TO BE EXTENDED.

6. MINIMUM COVER FOR METAL AND PLASTIC PIPE IS THE DISTANCE FROM THE TOP OF THE PIPE TO THE TOP OF RIGID PAVEMENT OR TO THE TOP OF SUBGRADE FOR FLEXIBLE PAVEMENT.

7. ALL FOUNDATION, BEDDING AND BACKFILL SHALL BE COMPACTED TO NO LESS THAN 90% DENSITY AND WITHIN 2% OF THE OPTIMUM MOISTURE CONTENT OF THE MODIFIED PROCTOR.

8. ADDITIONAL TRENCH EXCAVATION OR MEASURES MAY BE REQUIRED FOR UNANTICIPATED SOIL CONDITIONS.

9. LENGTHS ARE MEASURED HORIZONTALLY FROM END OF END SECTION TO END OF END SECTION OR CENTER OF MANHOLE





TOWN OF HAYDEN
AGREEMENT FOR PAYMENT OF
DEVELOPMENT REVIEW EXPENSES INCURRED BY THE TOWN

Regarding Project: Hayden Contractor Shops - Prel. Plan

THIS AGREEMENT ("Agreement"), made and entered into this 27th day of August 2025, by and between the TOWN OF HAYDEN, COLORADO, a municipal corporation, hereinafter referred to as "the Town", and BWCC Business Park LLC, Land Owner/Business Entity, hereinafter referred to as "the Owner," for work herein described as "Development Review" in the Town of Hayden, including, but not limited to, Annexations, Platting, and Site Development Review.

WITNESSETH

WHEREAS, the Owner owns certain Property situated in the County of Routt, State of Colorado, and legally described as follows, to wit:

See **Exhibit A** — Legal Description attached hereto

WHEREAS, the Town's review process includes review of the Owner's proposed plans for the Property which identify land use, location of structures and/or improvements, the location of parks, schools and open space dedications, general location of streets, and a review of utility service issues including the installation of public improvements, dedication of utility easements, confirmation of the availability of utility services and the method for developing and paying for such utility services; and

WHEREAS, the Owner desires to annex, plat and/or develop all or a portion of said Property and has made application to the Town of Hayden; and

WHEREAS, the Parties hereto recognize that the fees as specified by the Municipal Code of the Town of Hayden are not adequate to fully cover the Town's expenses in considering the application, which include, but are not limited to, legal publications, engineering fees, attorney fees, and land planner/consultant fees, reproduction of materials, public hearing expenses and recording of documents; and

WHEREAS, the Parties recognize that the Town will incur expenses prior to the Owner's formal submittal of an annexation, platting or development review proposal; and

WHEREAS, the Parties hereto recognize that the Town will continue to incur expenses throughout the entire Development Review until either (i) abandonment of the work, in writing, by either the Town or the Owner or (ii) completion of the process.

NOW, THEREFORE, in consideration of the foregoing Development Review and of the mutual agreements and conditions hereinafter contained, it is hereby agreed as follows:

1. Full and separate accounting of the Development Review expenses (annexation, platting and site development review). The Town will maintain separate accounting of all funds expended and fees and expenses incurred by the Town as a result of the Development Review of the above referenced Project. Monthly statements of expenses incurred will be made available to the Owner by the Town. Expenses to be charged to the Owner's account shall include, but shall not be limited to, those fees and expenses attributable to legal publications, engineering services, attorney fees, planner/consultant fees, reproduction of materials, public hearing expenses, and the recording of documents. This shall not include the securing of permits and easements which are responsibility of the Owner, separate from this agreement.

2. Owner payment of expenses —Town estimate of fees. The Owner acknowledges that the Town may employ third party planners, engineers, attorneys, and/or other professional fees, incurred as part of the Development Review and approval of the above referenced Project, **are determined after a sufficiency review of the completed Development Review application.**

(a) Initial owner deposit. Upon the execution of this Agreement, the Owner agrees to deposit with the Town the sum of **\$500**, which sum shall serve **as a deposit and partial payment** of third party professional costs incurred by the Town as well as Town staff hourly charges as adopted by the Town while processing the Owner's proposal. Town reserves the right to request a deposit amount higher than \$500 should Town staff feel the project needs will exceed \$500 with a limit of \$5,000 initial request on deposit by applicant.

Any further costs outside of the **\$500 deposit and partial payment** will be incurred at the third party's hourly rate to be paid by the Owner to the Town.

As the Town receives third party billings from its professionals, it will forward photocopies of the same (**on a monthly basis**) to the Owner for immediate payment to the Town of the amount shown on each professional service invoice approved for payment by the Town. The Town will also forward Town invoices of Town staff time associated with the development review. In the event the Owner fails to pay the invoice as submitted by the Town within ten (30) days of the Town's delivery of an invoice, the Town shall be entitled to take the following action: (i) suspend all further review; (ii) cancel any public hearings scheduled by the Town with respect to the Development Review process; and (iii) apply the funds on deposit to retire the balance due any third party professional engaged by the Town.

(b) Payment of balance due at termination. In the event the Town's review expenses are greater than the funds held by the Town at the time of its suspension of review, the Owner agrees to reimburse to the Town, upon demand, such funds as are necessary to retire the balance due per invoices by the third party professionals and the Town at the time of the Town's termination of the review.

(c) Obligation to pay fees in excess of estimate. The Owner understands that estimates by third party professionals and the Town are subject to factors outside the control of those professionals and the Town. Factors include the quality of materials submitted by applicants, input from other review agencies, unforeseen problems or issues, and decisions by the Town of Hayden Planning Commission and/or the Town Board, which may affect charges by those professionals. Therefore, the Owner agrees to pay fees in excess of the Estimate for third party professionals.

3. Application termination. Except where the law or an agreement with the Town provides otherwise, the Owner may terminate its application at any time by giving written notice to the Town. The Town shall take all reasonable steps necessary to terminate the Development Review process including the cessation of additional accrual costs to the Owner post-termination letter, and shall file such notices as are required under the Town's annexation and Development Review regulations. The Owner shall be liable for all costs incurred up to the point of termination and cost incurred by the Town for the termination process.

4. Collection of fees and costs. If the Owner fails to pay the fees required herein when due, the Town may take all necessary steps authorized by law in order to collect the fees due. The Town shall also be entitled to all court costs and attorney fees incurred in collection of the balance due including, but not limited to, the interest on the amount due at a rate of 18% per annum.

IN WITNESS WHEREOF, the Town and the Owner have caused this Agreement to be duly executed on the day and year first above written.

OWNER:

BWCC Business Park LLC

Business Entity

By: 

Land Owner/Business Owner/Company
President

ATTEST:

Sharon Johnson, Town Clerk

TOWN OF HAYDEN:

By: _____
Mathew Mendisco, Town Manager

EXHIBIT A

LEGAL DESCRIPTION

Lots 45, 46, 47, Valley View Business Park
according to the plat recorded 1/5/2006 reception
No. 631598 and as filed at File No. 13572.



Date: September 10, 2025
File No.: 720-F11555-25
Buyer(s)/Borrower(s): BWCC Business Park LLC, a Colorado limited liability company
Property: Lots 45-48 Valley View Business Park, Steamboat Springs, CO 80487
Assessor Parcel No.: R8169968, R8169971 and

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

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

To: Fidelity National Title Company
4643 S Ulster Street
Suite 1150
Denver, CO 80237

Attn: Youn Ju Kim
Phone:
Fax:
Email: yjkim@fnf.com

To: Christopher Callahan
617 Hilltop Parkway
Steamboat Springs, CO 80487

Attn: Christopher Callahan
Phone: (847)341-9530
Fax:
Email: bwccbusinesspark@gmail.com

END OF TRANSMITTAL

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Fidelity National Title
Insurance Company

Commitment Number:

720-F11555-25

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

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

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Joseph A. Belongia
Authorized Officer or Agent

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company 4643 S Ulster Street, Suite 1150 Denver, CO 80237 Main Phone: (303)220-9999 Email: YJKim@fnf.com	

Order Number: 720-F11555-25

Property Address: Lots 45-48 Valley View Business Park, Steamboat Springs, CO 80487

SCHEDULE A

- Commitment Date: August 21, 2025 at 08:00 AM
- Policy to be issued:
 - Endorsement Form 107.12A
Proposed Insured: BWCC Business Park LLC, a Colorado limited liability company
Proposed Amount of Insurance: \$0.00
- The estate or interest in the Land at the Commitment Date is:
Fee Simple
- The Title is, at the Commitment Date, vested in:
[BWCC Business Park LLC, a Colorado limited liability company](#)
- The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PREMIUMS:

Owner's Policy Premium	\$0.00
CO 107.12A-06	\$174.00

END OF SCHEDULE A

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



EXHIBIT "A"

Legal Description

Lots 45, 46, 47, and 48, Valley View Business Park, according to the plat recorded January 5, 2006 at Reception No. [631598](#) and as filed at File No.13572, and the Declaration recorded January 5, 2006 at Reception No. [631599](#), subject to the terms, provisions and obligations of said common interest community.
County of Routt, State of Colorado.

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

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

Party(s): BWCC Business Park LLC, a Colorado limited liability company

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

6. Recordation of Statement of Authority for BWCC Business Park LLC, a Colorado limited liability company pursuant to Colorado Revised Statutes evidencing the existence of the entity and authority of the person(s) authorized to execute and deliver instruments affecting title to real property on behalf of the entity and containing other information required by Colorado Revised Statutes.

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

END OF SCHEDULE B, PART I

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - 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 facts, rights, interests or claims that are not shown by the Public Records but which could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any 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.
4. Any lien or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims or title to water, whether or not disclosed by the Public Records.

7. All taxes and assessments, now or heretofore assessed, due or payable.

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

8. Reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded in [Book 6 at Page 391](#).
9. All interest in all minerals, including oil and gas rights as reserved in a deed recorded March 28, 1958 in [Book 284 at Page 532](#), and any interests therein or rights thereunder.
10. Right(s) of way, including its terms and conditions, whether in fee or easement only, as granted to Yampa Valley Electric Association, Inc., as described in instrument recorded March 7, 1996 in [Book 718 at Page 274](#).
11. All notes, easements and provisions as shown on the Plat of Valley View Business Park filed January 5, 2006 at File No. 13572 at Reception No. [631598](#).

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



SCHEDULE B, PART II - Exceptions
(continued)

12. Terms, agreements, provisions, conditions, obligations, (including common expenses, fees and costs under the Common Interest Ownership Act) easements and restrictions, if any, which do not contain a forfeiture or reverter clause, (deleting any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin) as contained in instrument recorded January 5, 2006 at Reception No. [631599](#), and Transfer of Declarant Rights recorded August 2, 2006 at Reception No. [642303](#), given in connection therewith, and any and all amendments and/or supplements thereto.
13. Terms, agreements, provisions, conditions and obligations as contained in Improvements Agreement recorded January 5, 2006 at Reception No. [631600](#).
14. Terms, agreements, provisions, conditions and obligations as contained in Reimbursement Agreement recorded January 5, 2006 at Reception No. [631601](#).
15. Special Warranty Deeds recorded June 5, 2023 at Reception No. [845978](#), at Reception No. [845979](#), at Reception No. [845980](#) and at Reception No. [845981](#).
16. Terms, conditions, provisions, agreements and obligations contained in the Acknowledgement of Merger of Title as set forth below:
- Recording Date: April 26, 2024
Recording No: [852669](#) (as to Lots 45, 46 and 47)

17. A deed of trust to secure an indebtedness in the amount shown below,

Amount: \$1,250,000.00
Trustor/Grantor BWCC Business Park LLC
Trustee: Public Trustee of Routt County
Beneficiary: Richard Callahan and Benedicte Wirtz
Recording Date: July 30, 2025
Recording No: [862217](#) (as to Lots 45, 46 and 47)

END OF SCHEDULE B, PART II

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



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 counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I-Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II-Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company 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.

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



(continued)

- 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.

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 Two Million And No/100 Dollars (\$2,000,000.00) 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>.

END OF CONDITIONS

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- The Company will deposit and hold Escrow Funds in an escrow account, together with similar funds from other transactions, at a FDIC-insured trust company, bank, savings bank, savings association, or other financial services entity. Unless specified otherwise, any interest earned, or other financial benefits received, on such account(s) shall be retained by the Company. Upon request, deposits made to the Company may be invested on behalf of any party or parties hereto; provided that any direction to the Company for such investment shall be expressed in writing and the Company shall receive at the time of such request the taxpayer's identification number and requisite investment forms. The Company shall charge a fee, not to exceed \$75.00, to invest funds in an interest bearing account.
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.



DISCLOSURE STATEMENT
(continued)

- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.
 - A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
 - Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

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

Copyright American Land Title Association. All rights reserved.

The use of this Form (or any derivative thereof) is restricted to ALTA licensees and ALTA members in good standing as of the date of use. All other uses are prohibited. Reprinted under license from the American Land Title Association.





Inquire before you wire!

WIRE FRAUD ALERT

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

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

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

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

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

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

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

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

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

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

Collection of Personal Information

FNF may collect the following categories of Personal Information:

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

We may collect Personal Information about you from:

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

Collection of Browsing Information

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

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

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

Other Online Specifics

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

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

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

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

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

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

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

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

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

Security of Your Information

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

Choices With Your Information

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

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;
- Service providers;
- Law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

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

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginqueries@ag.state.nv.us.

For Oregon Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties for marketing purposes, except after you have been informed by us of such sharing and had an opportunity to indicate that you do not want a disclosure made for marketing purposes. For additional information about your Oregon consumer privacy rights, or to make a consumer privacy request, or appeal a previous privacy request, please email privacy@fnf.com or call (888) 714-2710

FNF is the controller of the following businesses registered with the Secretary of State in Oregon: Chicago Title Company of Oregon, Fidelity National Title Company of Oregon, Lawyers Title of Oregon, LoanCare, Tigor, Title Company of Oregon, Western Title & Escrow Company, Chicago Title Company, Chicago Title Insurance Company, Commonwealth Land Title Insurance Company, Fidelity National Title Insurance Company, Liberty Title & Escrow, Novare National Settlement Service, Tigor Title Company of California, Exos Valuations, Fidelity & Guaranty Life, Insurance Agency, Fidelity National Home Warranty Company, Fidelity National Management Services, Fidelity Residential Solutions, FNF Insurance Services, FNTG National Record Centers, IPEX, Mission Servicing Residential, National Residential Nominee Services, National Safe Harbor Exchanges, National Title Insurance of New York, NationalLink Valuations, NexAce Corp., ServiceLink Auction, ServiceLink Management Company, ServiceLink Services, ServiceLink Title Company of Oregon, ServiceLink Valuation Solutions, Western Title & Escrow Company

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

Information From Children

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

International Users

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

FNF Website Services for Mortgage Loans

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

Your Consent To This Privacy Notice; Notice Changes

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

Accessing and Correcting Information; Contact Us

If you have questions or would like to correct your Personal Information, visit FNF's [Privacy Request](#) website or contact us by phone at (888) 714-2710, by email at privacy@fnf.com, or by mail to:

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

AFFIDAVIT AND INDEMNITY AGREEMENT TO FIDELITY NATIONAL TITLE COMPANY

Order No.: 720-F11555-25

Property: Lots 45-48 Valley View Business Park, Steamboat Springs, CO 80487

The undersigned Borrower(s) ("Borrower") of the above described property, makes the following statements and representations to Fidelity National Title Company:

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property located at:

Lots 45-48 Valley View Business Park, Steamboat Springs, CO 80487

and legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

2. We further represent that there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to Fidelity National Title Company as settlement agent by the Borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist.
8. **NEW CONSTRUCTION:** There has been no new construction on the property in the past six (6) months, nor are there any plans for the commencement of any new construction unless indicated below:

NONE

9. **EXCEPTIONS:** The only exceptions to the above statements are:

NONE

10. The undersigned affiant(s) know the matters herein stated are true and indemnifies Fidelity National Title Company and Fidelity National Title Insurance Company, a Florida Corporation, against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

**AFFIDAVIT AND INDEMNITY AGREEMENT
TO FIDELITY NATIONAL TITLE COMPANY**

(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BORROWER(S):

BWCC Business Park LLC, a Colorado limited liability company

BY: _____

STATE OF COLORADO

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____,
by , , of the BWCC Business Park LLC, a Colorado limited liability company.

Notary Public

My Commission Expires: _____

(SEAL)

EXHIBIT "A"

Legal Description

Lots 45, 46, 47, and 48, Valley View Business Park, according to the plat recorded January 5, 2006 at Reception No. [631598](#) and as filed at File No.13572, and the Declaration recorded January 5, 2006 at Reception No. [631599](#), subject to the terms, provisions and obligations of said common interest community.
County of Routt, State of Colorado.



Town of Hayden

Planning Commission Agenda Item

MEETING DATE:	October 30, 2025
AGENDA ITEM TITLE:	Project Elkhead Major Site Plan
AGENDA SECTION:	New Business
PRESENTED BY:	Ty Johnson, Contract Planner
APPLICANT(S):	CESO
CAN THIS ITEM BE RESCHEDULED:	Not recommended.
ATTACHMENTS:	CDOT Comments, Engineering Comments, Project Narrative, Site Plan, Landscape Plan, Building Elevations

BACKGROUND REVIEW:

The applicant, CESO, has applied for a Major Site Plan (application) on behalf of the owner, BI Developer-Hayden, LLC, under Hayden's Development Code (HDC). The application requests to develop Lots 3 & 4 of Northwest Colorado Business Park Filing No. 3. This application proposes to build a +/- 40,000 square foot Warehouse & distribution center. The subject property is located in the I-1 zone district. Warehouse and distribution facilities are a use by right in the I-1 zone district.

COMPLIANCE WITH THE TOWN OF HAYDEN DEVELOPMENT CODE

While the HDC contains numerous regulations regarding land use, staff has analyzed the following checklist to highlight the regulations directly applicable to this application and how it meets the standards for approval. Interested parties are encouraged to review the HDC to determine if there are other regulations that may be applicable to the review of this Application.

Chapter 10.16 – Development Review Procedures

Section 10.16.020 – General Procedures and Requirements.

Complies Yes No		Section	Standards
		10.16.020(d)	Step 4: Application Processing
X		10.16.020(d)(1)	Determination of Completeness. A development application shall be reviewed for completeness by the manager within ten business days after receipt
X		10.16.020(d)(2)	Referral to Other Agencies. Development applications may be referred to other agencies for review and comment. <i>Staff comment: A referral was made internally to Town review agencies and to Routt Co. Building, West Routt Fire, CDOT, CPW, Yampa Valley Regional Airport, Routt Co. Public Works, Routt Co. Planning, Hayden PD, and Hayden School District. Comments from Engineering, and CDOT were received. Required compliance with those outstanding comments have been added as conditions of approval to ensure that all comments are met prior to final approval. CDOT and Engineering comments are attached to this staff report as attachments. This standard has been met.</i>
X		10.16.020(e)	Step 4: Notice. Notice shall be required for all public hearings conducted by the Planning Commission and Council. <i>Staff comment: All public notice requirements have been completed. Therefore, this standard is met</i>
X		10.16.020(f)	Step 5: Public Hearings. The Manager shall schedule a public hearing date before the Planning Commission and/or Council after a complete application has been received, Town staff has completed Town staff review, and referral agencies have had an opportunity to provide comments. <i>Staff comment: The public hearing has been scheduled with the Planning Commission on October 30, 2025; therefore, this standard has been met.</i>
		10.16.020(g)	Step 6: Review and Decision
X		10.16.020(g)(3)	Findings. The reviewing authority shall adopt written findings which document that a recommendation or decision is based upon a determination of whether the development application complies with the applicable review criteria. The written findings shall state the conditions or mitigation. <i>Staff comment: Recommended findings of fact are included below for the Planning Commission's consideration.</i>

Section 10.20.120 – I-1 Light Industrial District

Complies Yes ✓	No	Section	Standards
✓		10.20.120	Intent. It is the intent of this district to provide locations for a variety of workplaces including light industrial uses, research and development offices and institutions and complementary secondary uses. Additionally, this district is intended to encourage the development of planned office and business parks and to promote excellence in the design and construction of buildings, outdoor spaces, transportation facilities and streetscapes.; <u>Staff comment:</u> <i>All required information was shown on the submitted site plan. Some of the submittal documents require additional clarification, based on review agency comments, and compliance with those items have been included as conditions of approval.</i> <i>This standard is met</i>
✓		10.20.170	Principal Uses. The following uses are a use by right in the I-1 zone district: Warehouse and Distribution: “The storage, wholesaling, and distribution of manufactured products, supplies, or equipment, including accessory offices or showrooms, including incidental retail sales, but excluding bulk storage of materials that are inflammable or explosive or that create hazardous or commonly recognized offensive conditions.” <u>Staff Comment:</u> <i>The proposed use of warehouse and distribution facility is a use by right in the I-1 zone district.</i> <i>This standard is met.</i>

Section 10.24 – Development and Dimensional Standards

Complies Yes ✓	No	Section	Standards
✓		Table 10.24-1	Dimensional Standards. I-1 – Light Industrial Zone District. Minimum structure setbacks: 20’ from front property line, 15’ from side property line, and 20’ from rear property line. Maximum structure height: 35’. <u>Staff comment:</u> <i>The site plan submitted shows the building meeting all setback and height requirements.</i>

The tallest point of the building is 35' on the south elevation. The building is 32' tall on the north, east, and west elevations.

This standard is met

Section 10.24.100 – Parking

Complies		Section	Standards
Yes	No		
✓		10.24.100(c)	Paved off-street parking requirements. Business park/industrial use requires 1 off-street parking space for the maximum number of employees present at any one time plus space to accommodate all trucks and other vehicles used in connection with the facility. <i>Staff comment: The applicant has indicated that the maximum number of employees on site will be 93. The site plan proposes 123 parking spaces, 5 ADA parking spaces, 79 spots for delivery vans, 3 stalls for trucks, and 7 docks for trucks.</i>
			<i>This standard is met</i>
✓		10.24.100(b)(1)	Surface. All parking and driveway areas and primary access to parking facilities shall be surfaced with asphalt, concrete or similar materials. <i>Staff comment: All parking areas are paved with asphalt or concrete.</i>
			<i>This standard is met</i>
✓		10.24.100(b)(4)	Landscaping. Parking lots shall be landscaped, screened and buffered as provided in this Chapter. <i>Staff comment: The landscape plan submitted has made an effort to screen and buffer the proposed parking lots. Additionally, the application meets the landscaping requirements including parking lot islands.</i>
			<i>This standard is met</i>
✓		10.24.100(b)(6)	Off-street parking design. Any off-street parking area shall be designed so that vehicles may exit without backing onto a public street unless no other practical alternative is available. Off-street parking areas shall be designed so that parked vehicles do not encroach upon or extend onto public rights-of-way, sidewalks or strike against or damage any wall, vegetation, utility or other structure. <i>Staff comment: The site plan submitted has the parking designed so that no backing onto right-of-way occurs. There is also no encroaching of parked vehicles onto the ROW.</i>
			<i>This standard is met</i>

✓ **10.24.100(b)(6)** **Lighting.** All parking area lighting shall be full cutoff type fixtures. Any light used to illuminate parking areas or for any other purpose shall be so arranged as to reflect the light away from nearby residential properties, and away from the vision of passing motorists. Staff comment: The applicant has submitted cut sheets of light fixtures that demonstrates that they are fully cutoff to prevent uplighting. The light poles also comply with height requirements of 25'.

This standard is met

✓ **10.24.100(h)** **Bicycle Parking Spaces.** Commercial, industrial, civic, employment, multi-family and recreational uses shall provide bicycle facilities to meet the following standards:

(1) A minimum number of bicycle parking spaces shall be provided, equal in number to two (2) percent of the total number of automobile parking spaces provided by the development, but not less than one (1) space.

(2) For convenience and security, bicycle parking facilities shall be located near building entrances. Within commercial areas, however, a grouping of spaces shall be provided as directed by the Town.

(3) Bicycle parking facilities shall be designed to allow the bicycle frame and both wheels to be securely locked to a structure, which is permanently attached to the pavement.

(4) Bicycle parking facilities shall be located so as not to interfere with pedestrian traffic or access to buildings.

Staff comment: The applicant has proposed 4 bicycle parking spaces, which exceeds the required 2.46 number of spaces. The proposed bike parking is near the entrance and meets all the standards of the code.

This standard is met

Section 10.24.160 – Landscape Design

Complies Yes ✓	No	Section	Standards
		10.24.100(c)(3)(i)	Industrial development landscaping standards. Landscape improvements within the I-1 and I-2

districts shall be designed to enhance the overall appearance of the development and to integrate the project with adjacent land uses and into the surrounding neighborhood. A minimum of fifteen (15) percent of the site (gross) shall be landscaped area.
Staff comment: The applicant has proposed 42% of the site to be landscaped which far exceeds the requirement of 15%

This standard is met

✓

10.24.100(c)(3)(ii) The developer or assigns shall provide:

(A) Site trees – plant a minimum of one (1) tree per one thousand five hundred (1,500) square feet of landscaped area, distributed on the site.

(B) Shrubs – plant a minimum of one (1) shrub per three hundred (300) square feet of landscaped area. Group shrubs and distribute throughout the site. Trees may be substituted at the discretion of the Planning Commission at site plan review

Staff comment: The applicant has proposed 42 trees which exceeds the requirement of 37. 93 shrubs are provided which exceeds the requirement of 28 shrubs.

This standard is met

✓

10.24.100(b)(4)

Landscaping. Parking lots shall be landscaped, screened and buffered as provided in this Chapter. Staff comment: The landscape plan submitted has made an effort to screen and buffer the proposed parking lots. Additionally, the application meets the landscaping requirements including parking lot islands.

This standard is met

Section 10.24.200 – Commercial and Industrial Architecture

Complies		Section	Standards
Yes	No		
✓		10.24.200(1)	Intent. Industrial uses shall provide the opportunity to develop industrial facilities and business parks. In addition, the following standards shall apply: (ii) Building massing and form: (A) Office and entry spaces shall be distinguished from the building mass.

- (B) Large, square, “box-like” structures are prohibited. Architectural elements with smaller forms stepping outwards and down are permissible.
- (C) Loading areas shall not front any street or public right-of way.
- (D) Parking requirements shall be provided to the extent possible at the rear or sides of the building.

Staff comment: The applicant has distinguished the entryways to the site with awnings and coloring. Architectural elements in the form of texture and color transitions have been provided to break up the box-like structure. Loading areas on the building are not fronting the right-o-way, and parking has largely been focused in the rear of the building.

This standard is met

✓

10.24.200(1)(iii)

Wall articulation. Walls shall not have an uninterrupted length exceeding fifty (50) feet. Pilasters, texture transitions, windows and/or stepping of the wall plane are required.

Staff comment: The applicant has proposed wall articulation and vertical color columns along the building to break up the long spans of walls. Additionally, awnings with differing color from the building are proposed around entryways.

This standard is met

Section 10.16.170 – Site Plan.

(D) Review Criteria. The following review criteria applies to review of Site Plans:

Complies		Section	Standards
Yes	No		
✓		10.16.170(d)(1)	All required information is shown on the Site Plan; <i>Staff comment: All required information was shown on the submitted site plan. Some of the submittal documents require additional clarification, based on review agency comments, and compliance with those items have been included as conditions of approval.</i> <i>This standard is met</i>
✓		10.16.170(d)(2)	the lot size and lot dimensions are consistent with the approved Final Plat; <i>Staff Comment: The lot size and dimensions are consistent with the Northwest Colorado Business Park</i>

Filing No. 3. The applicant is currently going through the process of an administrative subdivision plat to combine Lots 3 & 4 of said subdivision. Approval and recordation of that plat is listed as a condition of approval.

This standard is met.

- ✓ **10.16.170(d)(3) no building, structures, or other improvements encroach or infringe upon any easements, including but not limited to: access, utility and drainage easements;**

Staff Comment: There are no encroachments from proposed improvements onto easements.

- ✓ **10.16.170(d)(4) the proposed site grading is consistent with the requirements of any applicable adopted storm drainage criteria or master drainage plans; Comment: The Town Engineer has a few outstanding comments related to grading and drainage, all of which can be met, and compliance with those has been listed as a condition of approval.**

This standard can be met.

- ✓ **10.16.170(d)(5) the density and dimensions of proposed improvements conform to the zone district standards or the approved PUD requirements; and Staff Comment: The proposed plan meets all standards of the I-1 zone district.**

This standard is met.

- ✓ **10.16.170(d)(5) an acceptable public improvements agreement is provided for any public improvements to be constructed by the applicant as a condition to Site Plan approval. Comment: There are no public improvements proposed with this project. All improvements are private.**

This standard is not applicable.

RECOMMENDATION:

Move to approve the Project Elkhead Site Plan with the findings of fact that:

1. The development application meets the standards of the Town of Hayden's Development Code and preserves the health, safety, and welfare of the citizens of the Town of Hayden.

Subject to the following conditions of approval:

2. Prior to site plan approval, the applicant will receive approval and record the administrative subdivision plat to consolidate Lots 3 & 4 of Northwest Colorado Business Park Filing No. 3.
3. Prior to construction, applicant is required to receive issuance of a planning clearance and building permit for the proposed retaining walls that are taller than 48”
4. Prior to construction and/or issuance of building permit, applicant shall submit construction drawings to the Town for review and approval, stamped by a professional engineer, to include but not limited to a utility service plan with plan and profile, stormwater report, pipe plan and profile, water demand calculations, and geothermal bore field and service connection detail.
5. Prior to construction and/or issuance of building permit, all geothermal service connection agreement documents shall be executed between the Town and the property owner.
6. Prior to approval of construction drawings, issuance of any required Colorado Department of Transportation access permits shall be complete.
7. Prior to approval of certificate of occupancy, all public water mains and sewer mains will be placed within dedicated easements
8. Prior to approval of certificate of occupancy, any improvements associated with access permit requirements shall be complete, inspected, and approved by Colorado Department of Transportation

MANAGER’S RECOMMENDATION/COMMENTS:

I concur with this recommendation.

SITE VICINITY MAP





Ty Johnson <ty@mesaplanning.com>

Referral Request - Major Site Plan Town of Hayden

Killian - CDOT, Brian <brian.killian@state.co.us>
To: Ty Johnson <ty@mesaplanning.com>
Cc: Kandis Aggen - CDOT <kandis.aggen@state.co.us>

Wed, Oct 1, 2025 at 8:53 AM

Ty,

This development will require coordination with CDOT to determine if it increases traffic by 20% or more at the access point to Highway 40. If this threshold is met or exceeded, CDOT will require a traffic study and a CDOT access permit application to be submitted.

Thanks,

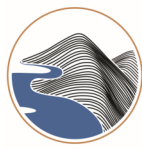
Brian Killian
Region 3 Access Program Manager

Traffic & Safety



P 970-683-6284 | C 970-210-1101 | F 970-683-6290
222 S. 6th St, Room 100 Grand Junction, CO 81501
brian.killian@state.co.us | www.codot.gov | www.cotrip.org

On Tue, Sep 30, 2025 at 6:47 AM Ty Johnson <ty@mesaplanning.com> wrote:
[Quoted text hidden]



MEMORANDUM

TO: Ty Johnson,
Mesa

DATE: October 24, 2025

FROM: Ben Beall, P.E.

CC: Tegan Ebbert, Community
Development Director
Bryan Richards, Director of
Public Works

SUBJECT: Project Elkhead
E-Commerce Distro Center
NWCO Business Park Lots 3 and 4

PN/File:

This memo provides comments related to the major site plan application package submitted to the Town by CESO and Development with schematic plans.

- Utilities
 - Confirm minimum slopes for sanitary sewer service with construction drawing design per Town standards (1% for 6in PVC and 2% for 4in PVC)
 - Show abandonment of existing water and sewer taps at the main including removal of valve boxes/curb stops associated with those existing services.
 - Update detail sheet to match Hayden standards and reflect proposed pipe sizing as part of construction drawing submittal
 - Sanitary sewer service network including all pipes, manholes, and appurtenances will be privately owned and maintained
 - No water supply demand calculations are included in the Site Plan application submittal. Static pressures within the public distribution system at this location have been measured at approximately 70psi. Please provide expected building use and fire demand calculations with construction drawing submittal including a narrative explaining the need for the fire tank and pump system to meet the service needs for the proposed building.
 - Plans refer to details for fire tank and pump house that are not provided within Site Plan application submittal. The Town needs to better understand fire tank and pump house design and operation as it relates to hydrant loop water quality, potential for backflow and/or introduction of air from the hydrant loop into the public distribution system under certain conditions, and potential for pressure variation within the public network caused by operation. The applicant shall provide design detail to the Town for fire tank and pump prior to approval of a building permit to include backflow prevention, air release, and mitigation of pressure variation. Provide narrative for how the fire tank and pump system will be maintained and operated over time.

- Typically, Town staff flush hydrants on a semi-annual basis to ensure function over time. Due to the presence of the fire tank and pump system, the proposed system will be privately maintained without further understanding and an operational agreement in place. Please describe how the proposed system is intended to be operated and maintained over time.
 - All public water mains serving required fire hydrants will require dedication of utility easements. Fire suppression service lines serving structures do not require easement dedication. This dedication of easements to the Town shall occur prior to certification of occupancy through platted dedication and/or separate dedication agreement documents.
- Geothermal
 - As part of construction document submittal, design shall incorporate geothermal borefield location within the public right of way to resolve grading and utility service conflict coordination. Show geothermal service lateral as part of utility plan design
- Grading/Drainage
 - Provide updated stormwater report to confirm grading and drainage plan revisions are appropriate including pipe and detention pond considerations
 - A future sidewalk/trail bench was constructed with the initial subdivision grading. With final construction document design, this future corridor and grading shall be accommodated. With final design, resolve conflicts with grading and retaining wall location, locate landscape plantings so as not to conflict and, avoid conflict with future sidewalk location and bore field.
 - Confirm maximum driveway slope of 2% at future sidewalk crossing location and/or show future design to account for location of future sidewalk crossing to confirm conformance with ADA design standards.
 - It is assumed that the site plan layout design incorporates the dimensioning associated with the retaining wall batter. Ensure that this spatial need is accommodated.
 - Fiber optic and electric lines are installed within the front utility easement. Confirm driveway elevation and retaining wall location/excavation will not lead to conflicts with lines and/or reduction in required cover depth.
 - Plan shows grading on adjacent lot owned by the Town. This proposed work is acceptable considering current lot ownership structure. If Lot 5 ownership changes prior to performing work, a temporary grading easement may be necessary.
- Stormwater
 - With site grading and layout, confirm ability for future maintenance access to the stormwater pond below the retaining wall so that service can be performed as necessary over time
- Landscaping
 - Locate all proposed landscaping outside of the public right of way and on the subject property parcel
 - Verify sufficient tree planting per Town code requirements

Proposed Conditions of Approval:

1. Prior to construction and/or issuance of building permit, applicant shall submit construction drawings to the Town for review and approval, stamped by a professional engineer, to include but

not limited to a utility service plan with plan and profile, stormwater report, pipe plan and profile, water demand calculations, and geothermal bore field and service connection detail.

2. Prior to construction and/or issuance of building permit, all geothermal service connection agreement documents shall be executed between the Town and the property owner.
3. Prior to approval of construction drawings, issuance of any required Colorado Department of Transportation access permits shall be complete.
4. Prior to approval of certificate of occupancy, all public water mains and sewer mains will be placed within dedicated easements
5. Prior to approval of certificate of occupancy, any improvements associated with access permit requirements shall be complete, inspected, and approved by Colorado Department of Transportation

September 26, 2025

Project Elkhead
Northwest Colorado Business Park
Lots 3 and 4

Site Plan Review
Written Narrative (Checklist Item #7)

Project Zoning: I-I, Light Industrial

The following narrative demonstrates the project's conformance with the design criteria per chapter 10.24 of the Hayden Development Code.

- 10.24.020 – Dimensional and Setback Standards
 - The project conforms with all setback standards per Table 10.24-1
 - Lot Area Minimum – none
 - Lot Frontage Minimum – none
 - Structure Height Limit
 - Code: 35'
 - Plan: 35' (see sheet A2.01)
 - Front Setback
 - Code: 20'
 - Plan: 25' to parking lot
 - Walls exempt per 10.24.020.(b).(6).(iv)
 - Side Setback
 - Code: 15'
 - Plan: 15' (retaining wall at truck court)
 - Rear Setback
 - Code: 20'
 - Plan: 45'
- 10.24.030 – Application of Community Design Standards
 - Project follows community design standards as stated in this narrative
- 10.24.080 – Access Standards
 - Driveway proximity to local street
 - Code: 125' minimum from intersection
 - Plan: Nearest property line is over 500' from any such intersection
- 10.24.100 – Parking
 - Section (b) – General Provisions
 - All parking areas are paved
 - Parking is located at both back and front of the building. The site is designed to facilitate keeping different forms of traffic separate and promoting pedestrian safety.

- All parking lots are landscaped.
- Tree line buffer is between the road and front parking lot.
- All parking is kept off public streets and contained on the project site.
- Parking circulation has been designed to keep different forms of traffic contained to different sections of the site. Pedestrian crosswalks, speed bumps, signage, and striping, have all been included to promote safety for pedestrians.
 - See sheet C4.1.
- The site and parking lots are adequately lit to promote vehicular and pedestrian safety.
 - See sheets ES1.01 & ES1.02
- Section (c) – Parking Requirements
 - Stall Count – 1 space per employee present
 - Peak, on-site employees: 93
 - Parking Provided: 123 + 5 ADA
 - Additional parking for trucks and delivery vehicles also provided
 - Delivery Vans: 79 spots
 - Trucks: 3 stalls, 7 docks
 - Delivery parking is located in the rear of building. Front parking is needed due to space constraints and includes a landscape buffer or street trees and shrubs.
- Section (e) – Handicap Spaces
 - ADA spaces are present and include appropriate signage and pavement markings
 - See sheet C4.1
 - Count
 - Code: 5, with 1 being a van stall
 - Plan: 5, with 1 being a van stall
- Section (f) – Handicap Space Dimensions
 - Stall Size
 - Code: 8' x 18'
 - Plan: 8' x 18' (minimum)
 - Stall Aisle
 - Code: 5' Wide
 - Plan: 5' Wide
 - Van Stall
 - Code: 8' x 18'
 - Plan: 8' x 18'
 - Van Stall Aisel
 - Code: 8'
 - Plan: 8'
- Section (g) – Parking Stall Dimensions

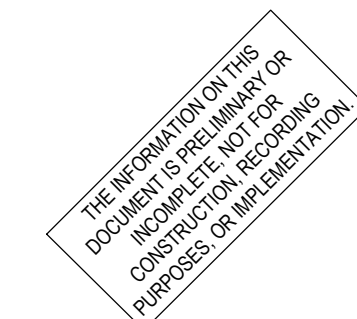
All stalls are 90° - See sheet C4.0

 - Stall Width
 - Code: 9'
 - Plan: 9'
 - Length to Curb
 - Code: 18'
 - Plan: 18'
 - Aisle Width

- Code: 24'
 - Plan: 24'
 - Curb Length
 - Code: 9'
 - Plan: 9'
 - Overhang
 - Code: 2'
 - Plan: 2'
- Section (h) – Bicycle Parking
 - Space count
 - Code: 2% of auto parking
 $123 \times .02 = 2.46$ spaces
 - Plan: 4 spaces included near main associate entrance.
- 10.24.110 – Sidewalks/Multi-Use Pathways/Trails
 - Per emails with the town, sidewalk is not shown on our plans and will be installed by the town.
- 10.24.120 – Easement and Utility Standards
 - Easements are shown throughout site drawings.
 - Site plan includes 10' front and rear easements, per subsection (a) requirements.
- 10.24.160 – Landscape Design
 - Landscape design meets or exceeds planting requirements. The landscape plan utilizes native species or species that are regionally adapted. No invasive species are used.
 - Drip irrigation will be used in parking lots. Drought tolerant grass is used in all open space, and a riparian mix is used in storm detention areas.
 - Tree lawn is shown within the landscape design and utilizes tree species that performs well in the project environment.
 - No single species accounts for more than 25% of all plantings on site.
 - Plantings are shown around building, per subsection (b).(4).
 - Plant material size specifications meet the requirements of subsection (b).(5).(i).
 - Deciduous trees – 2" caliper
 - Evergreen trees – 6' tall
 - Shrubs – 5 gallon
 - Irrigation requirements are detailed on sheet LP-1.
 - Landscape maintenance is included as a requirement on sheet LP-2, including plantings in the right of way, per subsection (b).(8).
 - Planting Requirements, per subsection (c).(1),(3),(6)
 See sheet LP-1 for calculation details
 - Tree Lawn
 - Code: 1 tree per 40' of frontage
 $555' / 40' = 13.9$
 - Plan: 14 trees
 - Minimum landscape area
 - Code: 15%
 - Plan: 42.8%
 - Site Trees
 - Code: 1 tree per 1500sf of landscape area
 $54,752.97$ (required landscape area) / 1500 = 37 trees
 - Plan: 42 trees

- Site Shrubs
 - Code: 1 shrub per 300sf of landscape area
54,752.97 / 300 = 183 shrubs
 - Plan: 191 shrubs
 - Parking Lot Trees
 - Code: 1 tree per 5 spaces
202 (includes delivery vehicle parking) / 5 = 41 trees
 - Plan: 41 trees
 - Parking Lot Shrubs
 - Code: 1 shrub per 150sf landscaped area
4100sf / 150 = 28 shrubs
 - Plan: 93 shrubs
- 10.24.170 – Buffering and Screening Techniques
 - Docks and loading areas are located at the side and rear of building, per subsection (c).(1).
 - Waste facilities (dumpsters) are located at the side of the building and are within an enclosure
- 10.24.180 – Fences and Walls
 - The site plan includes use of retaining walls, which will be submitted separately as previously discussed with the town. The future submittal will incorporate the design standards of this section.
- 10.24.200 – Commercial and Industrial Architecture, subsection (e)
 - Wall articulation is utilized to avoid long spans of blank walls
 - Parapets are used to stagger height and avoid long spans of continuous lines, as well as provide screening for rooftop mechanical.
- 10.24.210 – Lighting
 - Exterior lighting is shown on both the building and in parking areas to provide visibility and safety on the site.
- 10.24.220 – Signs
 - The site does not currently incorporate any signs, aside from signs used for site safety and vehicular traffic, as approved in subsections (d).(10),(15).
 - Site signage details can be found on sheet C4.1.
- 10.24.230 – Environmental Considerations
 - The site was recently developed and does not contain any existing plants or wildlife habitat.
 - The site plan shows the required 50' wetland buffer at the rear of the site and does not contain any improvements or construction activities within or beyond the 50' buffer.
 - Sheet LP-1 of the landscape plan also includes this setback and notes that any disturbance in the buffer zone will require re-establishment of native vegetation per local code.
- 10.24.240 – Impacts or Nuisances
 - The site is within an industrial park and will conduct operations as approved per zoning.
 - Site operations will be conducted internally, aside from the loading and unloading of shipping vehicles.
 - A noise study was conducted with a low-risk conclusion.
 - A traffic flash analysis was previously submitted and approved by the town.
- 10.24.250 – Sanitary Sewer
 - The project plans include connection to the public sewer system

- 10.24.260 – Potable Water
 - The project plans include connection to the public water system
- 10.24.270 – Fire Hydrants
 - Fire hydrants are included and shown on site
 - Due to low water pressure, the site included a separate water tank and pump house to meet the requirements for fire protection
- Non-Applicable Sections
 - These sections are related to standards for new developments and subdivisions
 - This site plan is part of a newly developed business park and subdivision and does not propose any additional changes to overall design or intent of the business park.
 - Section List
 - 10.24.040 – Design Elements
 - 10.24.050 – Compact Urban Growth
 - 10.24.060 – Neighborhood Design Principles
 - 10.24.070 – Lots and Blocks
 - 10.24.090 – Streets
 - 10.24.130 – Parks and Open Space
 - 10.24.140 – Contribution for Public School Site
 - 10.24.150 – Public Sites and Dedication Requirements
 - 10.24.190 – Residential Architecture (Single-Family and Multi-Family Dwelling)
 - 10.24.280 – Public Improvement Agreements
 - 10.24.290 – Conveyance of Water Rights as Part of Subdivision and/or Annexation
 - 10.24.300 – Community House Standards
- Variance Requests
 - 10.24.020 – Dimensional and Setback Standards
 - Portion of parking stall extends into front setback line
 - Requested to keep parking lot lines straight at the curve of the road
 - Conforms to same exemption guidelines for other ground level/paved improvements of being less than 30% into the setback, per section 10.24.020.(b).(6).(vii).
 - 10.24.180 – Fences and Walls
 - Front retaining wall exceeds 48" in height
 - Due to grade changes, a retaining wall is needed to maintain appropriate slopes in the parking area
 - The site is downgrade from the road and public right of way, with the top of wall being at the same or lower elevation than the right of way. With the elevation difference, the wall does not obstruct the views of the public or create fence "canyons" as stated in subsection (a) and meets the town's intent of keeping the neighborhood attractive and open visibility.



PLANTING SPECIFICATIONS

GENERAL

A. QUALIFICATIONS OF LANDSCAPE CONTRACTOR

1. ALL LANDSCAPE WORK SHOWN ON THESE PLANS SHALL BE PERFORMED BY A SINGLE FIRM CAPABLE OF COMPLETING ALL WORKS SHOWN ON THESE PLANS.

2. A LIST OF SUCCESSFULLY COMPLETED PROJECTS OF THIS TYPE, SIZE AND NATURE MAY BE REQUESTED BY THE OWNER.

3. THE LANDSCAPE CONTRACTOR SHALL HOLD A VALID CONTRACTORS LICENSE ISSUED BY THE APPROPRIATE LOCAL JURISDICTION.

B. SCOPE OF WORK

1. WORK COVERED BY THESE SECTIONS INCLUDES THE FURNISHING AND PAYMENT OF ALL MATERIALS, LABOR, EQUIPMENT, TOOLS, AND SUPPLIES NECESSARY TO COMPLETION OF THE WORK. THE EXECUTION, INSTALLATION AND COMPLETION OF ALL WORK SPECIFIED HEREIN AND (OR) SHOWN ON THE LANDSCAPE PLANS, IS THE RESPONSIBILITY OF THE CONTRACTOR.

2. ALL WORK SHALL BE PERFORMED IN ACCORDANCE WITH ALL APPLICABLE LAWS, CODES AND ORDINANCES, AND SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE LOCAL HEALTH DEPARTMENT AND ANY AGENCIES REQUIRED BY FEDERAL, STATE AND LOCAL AGENCIES IN SUPPLY, TRANSPORTATION AND INSTALLATION OF MATERIALS.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UNDERGROUND UTILITY LINES (WATER, SEWER, ELECTRICAL, TELEPHONE, GAS, CABLE, TELEVISION, ETC.) PRIOR TO THE START OF ANY WORK.

C. MULCH

1. ALL MANUFACTURED PRODUCTS SHALL BE NEW.

2. CONTAINER AND BALLED-AND-BURLAPPED PLANTS.

3. BRANCHED, HEALTHY, VIGOROUS STOCK FREE OF DISEASE, INSECTS, EGGS, LARVAE, AND DEFECTS SUCH AS ROOTS, SUNSCALC, INJURIES, ABRASIONS, AND DISFIGURING MOLD OR PLANTS WITHIN A SPECIES SHALL HAVE SIMILAR SIZE AND SHALL BE OF A FORM TYPICAL FOR THE SPECIES. ALL TREES SHALL BE OBTAINED FROM A REPUTABLE NURSERY LOCATED IN OAK WILT SUSCEPTIBLE AREAS.

4. TREE SYSTEMS SHALL BE HEALTHY, DENSELY BRANCHED ROOT SYSTEMS, NON-POND, FREE FROM EXCESSIVE AND/OR GROUNDING ROOTS, AND FREE FROM ANY OTHER ROOT DEFECTS (SUCH AS JAWHOLE ROOTS).

5. TREES OBTAINED FROM CONTAINERS OR BALLED-AND-BURLAPPED (B&B), UNLESS SPECIFIED ON THE PLANTING LEGEND, ARE NOT ACCEPTABLE.

6. TREES OBTAINED FROM CONTAINERS OR BALLED-AND-BURLAPPED (B&B) SHALL BE IMMEDIATELY REMOVED FROM THE SITE AND SHALL BE REPLACED WITH AN ACCEPTABLE PLANT OF THE SAME SIZE AND SPECIES AS THE REJECTED PLANT.

7. TREES THAT ARE UNHEALTHY, EVEN IF DETERMINED TO STILL BE ALIVE, SHALL NOT BE ACCEPTED. THE LANDSCAPE ARCHITECT AND OWNER SHALL BE THE JUDGE AS TO THE ACCEPTABILITY OF PLANT MATERIAL.

8. ALL PLANTS SHALL BE STAMANDIR IN FORM, UNLESS OTHERWISE SPECIFIED. TREES WITH DAMAGED LEADERS WILL NOT BE ACCEPTED IF LEADERS ARE DAMAGED OR REMOVED. PRUNE ALL PLANT MATERIAL TWIGS.

9. CALIPER MEASUREMENTS FOR STANDARD (SINGLE TRUNK) TREES SHALL BE AS FOLLOWS: SIX INCHES FOR TREES WITH ROOT BALLS LESS THAN 18 INCHES IN DIAMETER, AND SEVEN INCHES FOR TREES WITH ROOT BALLS EXCEEDING FOUR INCHES IN CALIPER.

10. MULTITRUNK TREES SHALL BE MEASURED AT THE THINNEST POINT OF THE TRUNK, OR THE TOP OF ANY B&B. MINOR MEASURE MEASUREMENTS ARE USED. THE CALIPER SHALL BE CALCULATED AS ONE-HALF OF THE SUM OF THE CIRCUMFERENCE OF THE THREE LARGEST TRUNKS.

11. ALL TREES SHALL BE SHOWN ON THE PLANS WITH A SPECIFIC ROOT BALL SIZE. THE ROOT BALL SHALL BE COVERED WITH MULCH OR PLANTING MEDIA. THE MULCH SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1" EACH PALLET OF 500 SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOIL.

D. SEED

1. PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS.

2. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.

E. TOPSOIL

1. TO CLAY LOAM TOPSOIL, FREE OF STONES LARGER THAN 1/2 INCH, FORTHER MATTER, PLANTS, ROOTS, AND SEEDS.

F. COMPOST

1. WELL-COMPOSTED, STABLE, AND WEED-FREE ORGANIC MATTER, pH RANGE OF 5.5 TO 8.0, MOISTURE CONTENT 55 TO 65 PERCENT BY WEIGHT, 10 PERCENT PASSING THROUGH 3/4-INCH SIEVE, SOLUBLE SALT CONTENT OF 10 TO 100 MCG/GRAM, NOT EXCEEDING 80 PERCENT FROM ANIMAL MANURE AND FREE OF SUBSTANCES TOXIC TO PLANTINGS. NO MANURE OR ANIMAL-BASED PRODUCTS SHALL BE USED.

G. FERTILIZER

1. GRANULAR FERTILIZER CONSISTING OF NITROGEN, PHOSPHORUS, POTASSIUM, AND OTHER NUTRIENTS IN PROPORTIONS, AMOUNTS, AND RELEASE RATES RECOMMENDED IN A SOIL REPORT FROM A QUALIFIED SOIL TESTING AGENCY (SEE BELOW).

H. MULCH

1. SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING AND SOIL BARRIER.

2. TREE STAKING AND GUYING

1. STAKES: 1" LONG GREEN METAL T-POSTS.

2. GUY AND TIE WIRE: ASTM A 641, CLASS 1, GALVANIZED STEEL WIRE, 2-STRAND, TWISTED, 0.106 INCH DIAMETER.

3. REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.

I. STRIP CHAFING GUARD

1. STEEL EDGING. PROFESSIONAL STEEL EDGING, 14 GAUGE, THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.

2. PRE-EMERGENT HERBICIDES. ANY PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

J. METHODS

1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +0.0' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.

2. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.

3. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT.

4. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX, RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.

5. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOIL REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.

6. FOR SEEDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:

a. TURF. INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:

i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.

ii. PRE-PLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) - 15 LBS PER 1,000 S.F.

b. "CLAY BUSTER" OR P. LANDSCAPE'S COMPOST - USE MANUFACTURER'S RECOMMENDED RATE.

c. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.

d. IRON SULPHATE - 2 LBS. PER CU. YD.

e. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.

f. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +0.0' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.

g. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADINGS AND ELIMINATE PONDING POTENTIAL.

h. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.

i. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH GRADE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.

j. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.

k. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE LANDSCAPE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.

l. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP OF SOIL.

m. THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.

n. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE. PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREES/SHRUB, TURF, AND SEED AREAS AS MAY BE APPROPRIATE).

o. SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY).

p. WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED.

q. GENERAL PLANTING

r. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.

s. TRENCHING NEAR EXISTING TREES

1. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.

2. TRENCHING NEAR EXISTING TREES

a. CONTRACTOR SHALL NOT DISTURB ROOTS 1'-12" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE WITH A RADIUS EQUAL TO 1" FOR EVERY 1" OF TRUNK DIAMETER AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).

b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.

c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1'-12" AND LARGER IN DIAMETER, WHERE TREE ROOTS 1'-12" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. UNBURY EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.

d. ALL SEVERED ROOTS SHALL BE HAND PRUNED PRIOR WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS UNLESS IF LOCAL JURISDICTION REQUIRES OR OAK TREES LOCATED IN OAK WILT SUSCEPTIBLE AREAS.

e. THREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE TREE TRUNK, AND 12-18 DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.

f. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE.

g. REMOVE ANY GLASS OR CAUSTIC SUBSTANCES FROM THE PLANTING HOLE PRIOR TO PLANTING.

h. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES, JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.

i. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.

j. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF THE SAME TEXTURAL CLASS AND COMPOSITION AS THE EXISTING TOPSOIL.

k. TREES SHALL NOT BE STAKED UNLESS LOCAL CONDITIONS (SUCH AS HEAVY WINDS OR CLIMATES) REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKING BE REQUIRED, THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUM) SHALL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:

l. 1"-2" RODS OF THE VARIETY NOTED ON THE PLANS. 500 SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1" EACH PALLET OF 500 SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOIL.

m. D. SEED. PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.

n. MULCH. SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING AND SOIL BARRIER.

o. STRIP CHAFING GUARD

1. REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.

2. STEEL EDGING. PROFESSIONAL STEEL EDGING, 14 GAUGE, THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.

3. PRE-EMERGENT HERBICIDES. ANY PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

p. METHODS

1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +0.0' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.

2. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.

3. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT.

4. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX, RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.

5. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOIL REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.

6. FOR SEEDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:

a. TURF. INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:

i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.

ii. PRE-PLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) - 15 LBS PER 1,000 S.F.

b. "CLAY BUSTER" OR P. LANDSCAPE'S COMPOST - USE MANUFACTURER'S RECOMMENDED RATE.

c. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.

d. IRON SULPHATE - 2 LBS. PER CU. YD.

e. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.

f. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +0.0' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.

g. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADINGS AND ELIMINATE PONDING POTENTIAL.

h. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.

i. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH GRADE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.

j. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.

k. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE LANDSCAPE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.

l. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP OF SOIL.

m. THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.

n. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE. PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREES/SHRUB, TURF, AND SEED AREAS AS MAY BE APPROPRIATE).

o. SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY).

p. WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED.

q. GENERAL PLANTING

r. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.

s. TRENCHING NEAR EXISTING TREES

1. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.

2. TRENCHING NEAR EXISTING TREES

a. CONTRACTOR SHALL NOT DISTURB ROOTS 1'-12" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE WITH A RADIUS EQUAL TO 1" FOR EVERY 1" OF TRUNK DIAMETER AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).

b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.

c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1'-12" AND LARGER IN DIAMETER, WHERE TREE ROOTS 1'-12" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. UNBURY EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.

d. ALL SEVERED ROOTS SHALL BE HAND PRUNED PRIOR WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS UNLESS IF LOCAL JURISDICTION REQUIRES OR OAK TREES LOCATED IN OAK WILT SUSCEPTIBLE AREAS.

e. THREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE TREE TRUNK, AND 12-18 DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.

f. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE.

g. REMOVE ANY GLASS OR CAUSTIC SUBSTANCES FROM THE PLANTING HOLE PRIOR TO PLANTING.

h. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES, JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.

i. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.

j. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF THE SAME TEXTURAL CLASS AND COMPOSITION AS THE EXISTING TOPSOIL.

k. TREES SHALL NOT BE STAKED UNLESS LOCAL CONDITIONS (SUCH AS HEAVY WINDS OR CLIMATES) REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKING BE REQUIRED, THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUM) SHALL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:

l. 1"-2" RODS OF THE VARIETY NOTED ON THE PLANS. 500 SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1" EACH PALLET OF 500 SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOIL.

m. D. SEED. PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.

n. MULCH. SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING AND SOIL BARRIER.

o. STRIP CHAFING GUARD

1. REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.

2. STEEL EDGING. PROFESSIONAL STEEL EDGING, 14 GAUGE, THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.

3. PRE-EMERGENT HERBICIDES. ANY PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

p. METHODS

1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +0.0' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.

2. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.

3. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT.

4. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX, RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.

5. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOIL REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.

6. FOR SEEDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:

a. TURF. INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:

i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.

ii. PRE-PLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) - 15 LBS PER 1,000 S.F.

b. "CLAY BUSTER" OR P. LANDSCAPE'S COMPOST - USE MANUFACTURER'S RECOMMENDED RATE.

c. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.

d. IRON SULPHATE - 2 LBS. PER CU. YD.

e. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.

f. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +0.0' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.

g. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADINGS AND ELIMINATE PONDING POTENTIAL.

h. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.

i. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH GRADE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.

j. ENSURE THAT THE FINISH GRADE IN TURF AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 18" AWAY FROM THE WALKS.

k. SHOULD ANY CONFLICTS AND/OR DISCREPANCIES ARISE BETWEEN THE GRADING PLANS, GEOTECHNICAL REPORT, THESE NOTES AND PLANS, AND ACTUAL CONDITIONS, THE LANDSCAPE CONTRACTOR SHALL IMMEDIATELY BRING SUCH ITEMS TO THE ATTENTION OF THE LANDSCAPE ARCHITECT, GENERAL CONTRACTOR, AND OWNER.

l. ONCE SOIL PREPARATION IS COMPLETE, THE LANDSCAPE CONTRACTOR SHALL ENSURE THAT THERE ARE NO DEBRIS, TRASH, OR STONES LARGER THAN 1" REMAINING IN THE TOP OF SOIL.

m. THE CONTRACTOR SHALL PROVIDE SUBMITTALS AND SAMPLES, IF REQUIRED, TO THE LANDSCAPE ARCHITECT AND RECEIVE APPROVAL IN WRITING FOR SUCH SUBMITTALS BEFORE WORK COMMENCES.

n. SUBMITTALS SHALL INCLUDE PHOTOS OF PLANTS WITH A RULER OR MEASURING STICK FOR SCALE. PHOTOS OR SAMPLES OF ANY REQUIRED MULCHES, AND SOIL TEST RESULTS AND PREPARATION RECOMMENDATIONS FROM THE TESTING LAB (INCLUDING COMPOST AND FERTILIZER RATES AND TYPES, AND OTHER AMENDMENTS FOR TREES/SHRUB, TURF, AND SEED AREAS AS MAY BE APPROPRIATE).

o. SUBMITTALS SHALL ALSO INCLUDE MANUFACTURER CUT SHEETS FOR PLANTING ACCESSORIES SUCH AS TREE STAKES AND TIES, EDGING, AND LANDSCAPE FABRICS (IF ANY).

p. WHERE MULTIPLE ITEMS ARE SHOWN ON A PAGE, THE CONTRACTOR SHALL CLEARLY INDICATE THE ITEM BEING CONSIDERED.

q. GENERAL PLANTING

r. REMOVE ALL NURSERY TAGS AND STAKES FROM PLANTS.

s. TRENCHING NEAR EXISTING TREES

1. EXCEPT IN AREAS TO BE PLANTED WITH ORNAMENTAL GRASSES, APPLY PRE-EMERGENT HERBICIDES AT THE MANUFACTURER'S RECOMMENDED RATE.

2. TRENCHING NEAR EXISTING TREES

a. CONTRACTOR SHALL NOT DISTURB ROOTS 1'-12" AND LARGER IN DIAMETER WITHIN THE CRITICAL ROOT ZONE AS A CIRCULAR AREA EXTENDING OUTWARD FROM THE TREE WITH A RADIUS EQUAL TO 1" FOR EVERY 1" OF TRUNK DIAMETER AT-BREAST-HEIGHT (4.5' ABOVE THE AVERAGE GRADE AT THE TRUNK).

b. ALL EXCAVATION WITHIN THE CRZ SHALL BE PERFORMED USING HAND TOOLS. NO MACHINE EXCAVATION OR TRENCHING OF ANY KIND SHALL BE ALLOWED WITHIN THE CRZ.

c. ALTER ALIGNMENT OF PIPE TO AVOID TREE ROOTS 1'-12" AND LARGER IN DIAMETER, WHERE TREE ROOTS 1'-12" AND LARGER IN DIAMETER ARE ENCOUNTERED IN THE FIELD, TUNNEL UNDER SUCH ROOTS. UNBURY EXPOSED ROOTS WITH SEVERAL LAYERS OF BURLAP AND KEEP MOIST. CLOSE ALL TRENCHES WITHIN THE CANOPY DRIP LINES WITHIN 24 HOURS.

d. ALL SEVERED ROOTS SHALL BE HAND PRUNED PRIOR WITH SHARP TOOLS AND ALLOWED TO AIR-DRY. DO NOT USE ANY SORT OF SEALERS OR WOUND PAINTS UNLESS IF LOCAL JURISDICTION REQUIRES OR OAK TREES LOCATED IN OAK WILT SUSCEPTIBLE AREAS.

e. THREE PLANTING HOLES SHALL BE EXCAVATED TO MINIMUM WIDTH OF TWO TIMES THE WIDTH OF THE TREE TRUNK, AND 12-18 DEPTH EQUAL TO THE DEPTH OF THE ROOTBALL LESS TWO TO FOUR INCHES.

f. SCARIFY THE SIDES AND BOTTOM OF THE PLANTING HOLE PRIOR TO THE PLACEMENT OF THE TREE.

g. REMOVE ANY GLASS OR CAUSTIC SUBSTANCES FROM THE PLANTING HOLE PRIOR TO PLANTING.

h. FOR CONTAINER AND BOX TREES, TO REMOVE ANY POTENTIALLY GIRDLING ROOTS AND OTHER ROOT DEFECTS, THE CONTRACTOR SHALL SHAVE A 1" LAYER OFF OF THE SIDES AND BOTTOM OF THE ROOTBALL OF ALL TREES, JUST BEFORE PLACING INTO THE PLANTING PIT. DO NOT "TEASE" ROOTS OUT FROM THE ROOTBALL.

i. INSTALL THE TREE ON UNDISTURBED SUBGRADE SO THAT THE TOP OF THE ROOTBALL IS TWO TO FOUR INCHES ABOVE THE SURROUNDING GRADE.

j. BACKFILL THE TREE HOLE UTILIZING THE EXISTING TOPSOIL FROM ON-SITE. ROCKS LARGER THAN 1" DIA. AND ALL OTHER DEBRIS SHALL BE REMOVED FROM THE SOIL PRIOR TO THE BACKFILL. SHOULD ADDITIONAL SOIL BE REQUIRED TO ACCOMPLISH THIS TASK, USE STORED TOPSOIL FROM ON-SITE OR IMPORT ADDITIONAL TOPSOIL FROM OFF-SITE AT NO ADDITIONAL COST TO THE OWNER. IMPORTED TOPSOIL SHALL BE OF THE SAME TEXTURAL CLASS AND COMPOSITION AS THE EXISTING TOPSOIL.

k. TREES SHALL NOT BE STAKED UNLESS LOCAL CONDITIONS (SUCH AS HEAVY WINDS OR CLIMATES) REQUIRE STAKES TO KEEP TREES UPRIGHT. SHOULD STAKING BE REQUIRED, THE TOTAL NUMBER OF TREE STAKES (BEYOND THE MINIMUM) SHALL BE LEFT TO THE LANDSCAPE CONTRACTOR'S DISCRETION. SHOULD ANY TREES FALL OR LEAN, THE LANDSCAPE CONTRACTOR SHALL STRAIGHTEN THE TREE, OR REPLACE IT SHOULD IT BECOME DAMAGED. TREE STAKING SHALL ADHERE TO THE FOLLOWING GUIDELINES:

l. 1"-2" RODS OF THE VARIETY NOTED ON THE PLANS. 500 SHALL BE CUT FROM HEALTHY, MATURE TURF WITH SOIL THICKNESS OF 3/4" TO 1" EACH PALLET OF 500 SHALL BE ACCOMPANIED BY A CERTIFICATE FROM SUPPLIER STATING THE COMPOSITION OF THE SOIL.

m. D. SEED. PROVIDE BLEND OF SPECIES AND VARIETIES AS NOTED ON THE PLANS, WITH MAXIMUM PERCENTAGES OF PURITY, GERMINATION, AND MINIMUM PERCENTAGE OF WEED SEED AS INDICATED ON PLANS. EACH BAG OF SEED SHALL BE ACCOMPANIED BY A TAG FROM THE SUPPLIER INDICATING THE COMPOSITION OF THE SEED.

n. MULCH. SIZE AND TYPE AS INDICATED ON PLANS, FREE FROM DELETERIOUS MATERIALS AND SUITABLE AS A TOP DRESSING AND SOIL BARRIER.

o. STRIP CHAFING GUARD

1. REINFORCED NYLON OR CANVAS AT LEAST 1-1/2 INCH WIDE, WITH GROMMETS TO PROTECT TREE TRUNKS FROM DAMAGE.

2. STEEL EDGING. PROFESSIONAL STEEL EDGING, 14 GAUGE, THICK X 4 INCHES WIDE, FACTORY PAINTED DARK GREEN. ACCEPTABLE MANUFACTURERS INCLUDE COL-MET OR APPROVED EQUAL.

3. PRE-EMERGENT HERBICIDES. ANY PRE-EMERGENT HERBICIDE THAT IS LABELED FOR THE SPECIFIC ORNAMENTALS OR TURF ON WHICH IT WILL BE UTILIZED. PRE-EMERGENT HERBICIDES SHALL BE APPLIED PER THE MANUFACTURER'S LABELED RATES.

p. METHODS

1. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE GRADE OF ALL LANDSCAPE AREAS ARE WITHIN +0.0' OF FINISH GRADE. THE CONTRACTOR SHALL NOTIFY THE OWNER IMMEDIATELY SHOULD ANY DISCREPANCIES EXIST.

2. AFTER FINISH GRADES HAVE BEEN ESTABLISHED, CONTRACTOR SHALL HAVE SOIL SAMPLES FROM THE PROJECT'S LANDSCAPE AREAS TESTED BY AN ESTABLISHED SOIL TESTING LABORATORY. EACH SAMPLE SUBMITTED TO THE LAB SHALL CONTAIN NO LESS THAN ONE QUART OF SOIL TAKEN FROM BETWEEN THE SOIL SURFACE AND 6" DEPTH. IF NO SAMPLE LOCATIONS ARE INDICATED ON THE PLANS, THE CONTRACTOR SHALL TAKE A MINIMUM OF THREE SAMPLES FROM VARIOUS REPRESENTATIVE LOCATIONS FOR TESTING.

3. THE CONTRACTOR SHALL HAVE THE SOIL TESTING LABORATORY PROVIDE RESULTS FOR THE FOLLOWING: SOIL TEXTURAL CLASS, GENERAL SOIL FERTILITY, pH, ORGANIC MATTER CONTENT, SALT (CEC), LIME, SODIUM ADSORPTION RATIO (SAR) AND BORON CONTENT.

4. THE SOIL REPORT PRODUCED BY THE LABORATORY SHALL CONTAIN RECOMMENDATIONS FOR THE FOLLOWING (AS APPROPRIATE): SEPARATE SOIL PREPARATION AND BACKFILL MIX, RECOMMENDATIONS FOR GENERAL ORNAMENTAL PLANTS, XERIC PLANTS, TURF, AND NATIVE SEED, AS WELL AS PRE-PLANT FERTILIZER APPLICATIONS AND RECOMMENDATIONS FOR ANY OTHER SOIL RELATED ISSUES. THE REPORT SHALL ALSO PROVIDE A FERTILIZER PROGRAM FOR THE ESTABLISHMENT PERIOD AND FOR LONG-TERM MAINTENANCE.

5. THE CONTRACTOR SHALL INSTALL SOIL AMENDMENTS AND FERTILIZERS PER THE SOIL REPORT RECOMMENDATIONS. ANY CHANGE IN COST DUE TO THE SOIL REPORT RECOMMENDATIONS, EITHER INCREASE OR DECREASE, SHALL BE SUBMITTED TO THE OWNER WITH THE REPORT.

6. FOR SEEDING PURPOSES ONLY, THE SOIL PREPARATION SHALL CONSIST OF THE FOLLOWING:

a. TURF. INCORPORATE THE FOLLOWING AMENDMENTS INTO THE TOP OF SOIL BY MEANS OF ROTOTILLING AFTER CROSS-RIPPING:

i. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.

ii. PRE-PLANT TURF FERTILIZER (10-20-10 OR SIMILAR, SLOW RELEASE, ORGANIC) - 15 LBS PER 1,000 S.F.

b. "CLAY BUSTER" OR P. LANDSCAPE'S COMPOST - USE MANUFACTURER'S RECOMMENDED RATE.

c. NITROGEN STABILIZED ORGANIC AMENDMENT - 4 CU. YDS. PER 1,000 S.F.

d. IRON SULPHATE - 2 LBS. PER CU. YD.

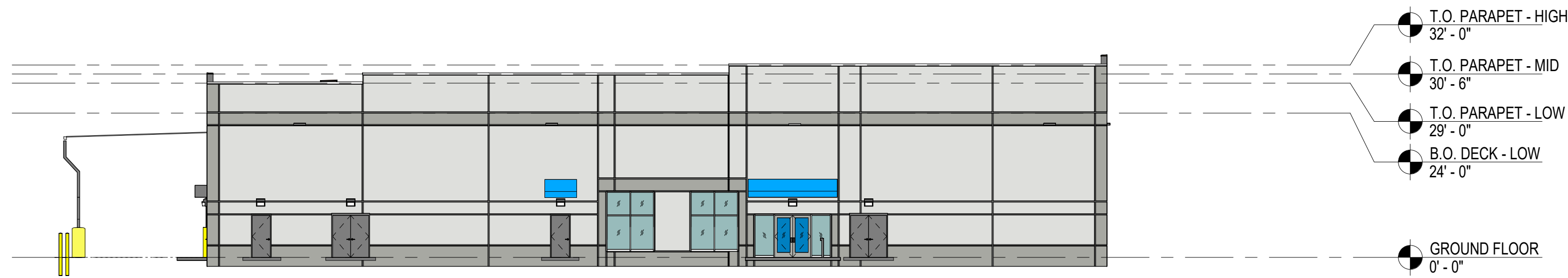
e. IN THE CONTEXT OF THESE PLANS, NOTES, AND SPECIFICATIONS, "FINISH GRADE" REFERS TO THE FINAL ELEVATION OF THE SOIL SURFACE (NOT TOP OF MULCH) AS INDICATED ON THE GRADING PLANS.

f. BEFORE STARTING WORK, THE LANDSCAPE CONTRACTOR SHALL VERIFY THAT THE ROUGH GRADES OF ALL LANDSCAPE AREAS ARE WITHIN +0.0' OF FINISH GRADE. SEE SPECIFICATIONS FOR MORE DETAILED INSTRUCTION ON TURF AREA AND PLANTING BED PREPARATION.

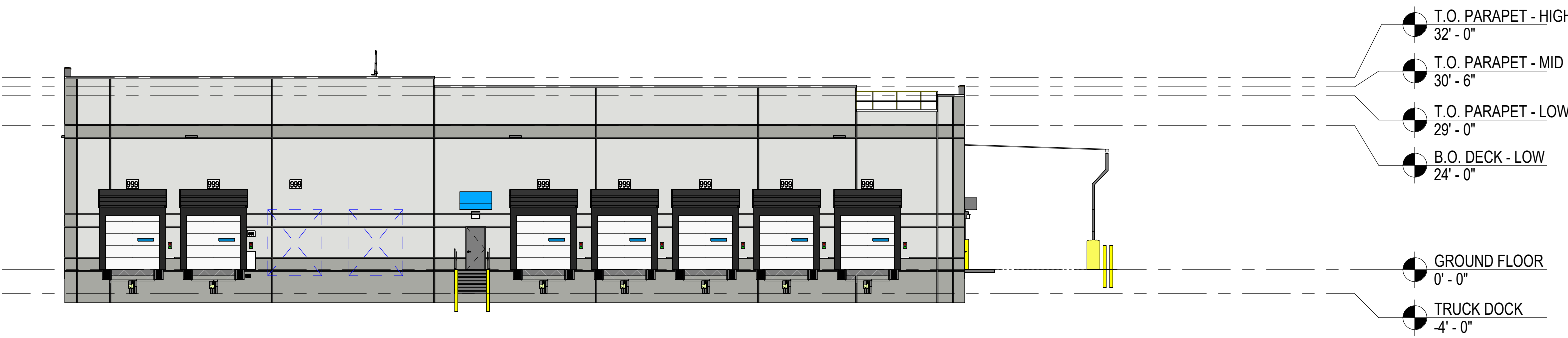
g. CONSTRUCT AND MAINTAIN FINISH GRADES AS SHOWN ON GRADING PLANS, AND CONSTRUCT AND MAINTAIN SLOPES AS RECOMMENDED BY THE GEOTECHNICAL REPORT. ALL LANDSCAPE AREAS SHALL HAVE POSITIVE DRAINAGE AWAY FROM STRUCTURES AT THE MINIMUM SLOPE SPECIFIED IN THE REPORT AND ON THE GRADING PLANS, AND AREAS OF POTENTIAL PONDING SHALL BE REGRADED TO BLEND IN WITH THE SURROUNDING GRADINGS AND ELIMINATE PONDING POTENTIAL.

h. THE LANDSCAPE CONTRACTOR SHALL DETERMINE WHETHER OR NOT THE EXPORT OF ANY SOIL WILL BE NEEDED, TAKING INTO ACCOUNT THE ROUGH GRADE PROVIDED, THE AMOUNT OF SOIL AMENDMENTS TO BE ADDED (BASED ON A SOIL TEST, PER SPECIFICATIONS), AND THE FINISH GRADES TO BE ESTABLISHED.

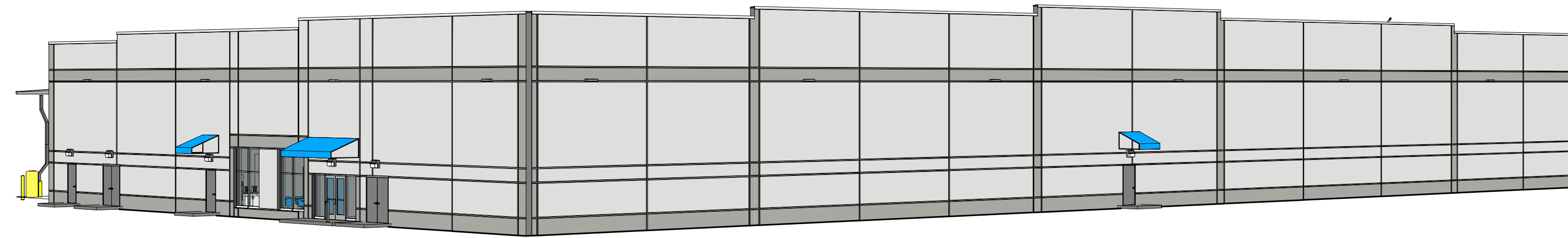
i. ENSURE THAT THE FINISH GRADE IN SHRUB AREAS IMMEDIATELY ADJACENT TO WALKS AND OTHER WALKING SURFACES, AFTER INSTALLING SOIL AMENDMENTS, IS 3" BELOW THE ADJACENT FINISH GRADE, IN ORDER TO ALLOW FOR PROPER MULCH DEPTH. TAPER THE SOIL SURFACE TO MEET FINISH GRADE, AS SPECIFIED ON THE GRADING PLANS, AT APPROXIMATELY 1



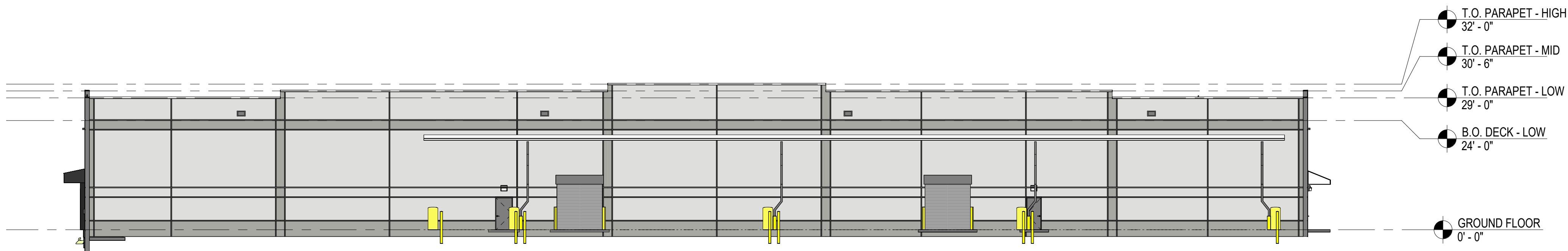
4 SOUTH ELEVATION
A0.00 / Scale: 1/16" = 1'-0"



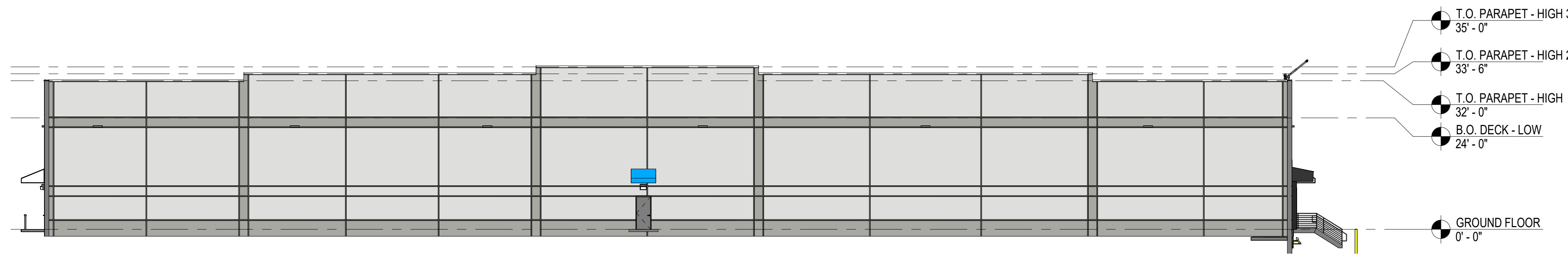
3 NORTH ELEVATION
A0.00 / Scale: 1/16" = 1'-0"



5 CONCEPT RENDERING 1
A0.00 / Scale:



2 WEST ELEVATION
A0.00 / Scale: 1/16" = 1'-0"



1 EAST ELEVATION
A0.00 / Scale: 1/16" = 1'-0"

EXTERIOR COLOR LEGEND

(TEXTURED FINISH AT CONCRETE WALL PANELS)

REFER TO FINISH SCHEDULE SHEET A1.03; REFER TO CANOPY FINISH NOTES FOR PAINT AT CANOPY

EPT-1	2121-70 - CHANTILLY LACE
EPT-2	SW7650 - ELLIE GRAY
EPT-3	TENANT BLUE TO MATCH PANTONE 2727C

Revisions / Submissions

ID	Description	Date
90%	REVIEW SET	09.08.2025

© 2025 CESO, INC.

Project number: 766349-01
Scale: AS NOTED
Drawn By: SW
Checked By:
Date: 09.08.2025
Issue: 90% REVIEW SET

Sheet Title:

**CONCEPT
DRAWINGS**

A0.00