



PLANNING COMMISSION REGULAR MEETING

August 17, 2022 - 7:00 PM

Town Board Chambers, 301 Walnut Street, Windsor, CO 80550

To view Planning Commission meeting broadcasts, visit
www.windsorgov.com/MeetingsOnDemand.

AGENDA

A. CALL TO ORDER

1. Roll Call
2. Review of Agenda by the Board and Addition of Items of New Business to the Agenda for Consideration
3. Public Invited to be Heard

Individuals wishing to participate in Public Invited to be Heard (non-agenda item) are requested to sign up on the form provided in the foyer of the Town Board Chambers. When you are recognized, step to the podium, state your name and address then speak to the Town Board.

Individuals wishing to speak during the Public Invited to be Heard or during Public Hearing proceedings are encouraged to be prepared and individuals will be limited to three (3) minutes. Written comments are welcome and should be given to the Town Clerk prior to the start of the meeting.

B. BOARD ACTION

1. Public Hearing - Request to Rezone from Estate Residential (ER) to Single Family Residential (SF-1) - Trautman 5th Filing, Owner Martin Lind
 - Quasi-judicial action
 - Staff presentation: David Eisenbraun, Senior Planner
2. Recommendation to Town Board - Request to Rezone from Estate Residential (ER) to Single Family Residential (SF-1) - Trautman 5th Filing, Owner Martin Lind
 - Quasi-judicial action
 - Staff presentation: David Eisenbraun, Senior Planner
3. Public Hearing – Request to Rezone from Light Industrial (LI), Heavy Industrial (HI) and Residential Mixed Use One (RMU-1) to General Commercial (GC) and Residential Mixed Use Two (RMU-2) and Master Plan Amendment for the Great Western Industrial Park Second Annexation - 2nd Amendment, Dean Brown, Applicant's Representative
 - Quasi-judicial action
 - Staff presentation: David Eisenbraun, Senior Planner
4. Recommendation to Town Board - Request to Rezone from Light Industrial (LI), Heavy Industrial (HI) and Residential Mixed Use One (RMU-1) to General Commercial (GC) and Residential Mixed Use Two (RMU-2) for the Great Western Industrial Park Second Annexation - 2nd Amendment, Dean Brown Applicants Representative
 - Quasi-judicial action
 - Staff presentation: David Eisenbraun, Senior Planner

5. Recommendation to Town Board - Request for a Master Plan Amendment for the Great Western Industrial Park Second Annexation - 2nd Amendment, Dean Brown Applicants Representative
 - Quasi-judicial action
 - Staff presentation: David Eisenbraun, Senior Planner
6. Public Hearing – Request to Rezone from General Commercial (GC) to Residential Mixed Use One (RMU-1) in the Fossil Creek Ranch Subdivision and a Master Plan Amendment for the Fossil Creek Meadows Annexation – Horton Feedlots, Inc., Owner – John Beggs, Russell+Mills Studios, Applicant's Representative
 - Quasi-judicial action
 - Staff presentation: Kimberly Lambrecht, Planner II
7. Recommendation to Town Board – Request to Rezone from General Commercial (GC) to Residential Mixed Use One (RMU-1) in the Fossil Creek Ranch Subdivision – Horton Feedlots, Inc., Owner – John Beggs, Russell+Mills Studios, Applicant's Representative
 - Quasi-judicial action
 - Staff presentation: Kimberly Lambrecht, Planner II
8. Recommendation to Town Board – Request for a Master Plan Amendment – Fossil Creek Meadows Annexation – Horton Feedlots, Inc., Owner – John Beggs, Russell+Mills Studios, Applicant's Representative
 - Quasi-judicial action
 - Staff presentation: Kimberly Lambrecht, Planner II

C. COMMUNICATIONS

1. Communications from Planning Commission
2. Communications from Town Board Liaison
3. Communications from Staff

D. ADJOURN

The Town of Windsor will make reasonable accommodations for access to Town services, programs, and activities and will make special communication arrangements for persons with disabilities. Please call (970) 674-2400 by noon on the Thursday prior to the meeting to make arrangements.



MEMORANDUM

Date: August 17, 2022
To: Planning Commission
From: David Eisenbraun, Senior Planner
Re: Public Hearing - Request to Rezone from Estate Residential (ER) to Single Family Residential (SF-1) - Trautman 5th Filing, Owner Martin Lind
Item #: B.1.

Background / Discussion:

The Trautman Farms project area contains 78.73 acres and is petitioning to change the zoning designation from Estate Residential (ER) to Single Family Residential (SF-1). The project is located on Lots 7-19 and 23-36 of the Second Filing and Tract B, Fourth Filing Trautman Farms. It is bordered by Weld County Road 17 to the west, with the closest intersection being the roundabout at East Crossroads Boulevard and WCR 17. The intent of the change in zoning is to create more flexible development parcels than the Estate Residential designation allows to adapt to the current market conditions. The applicant is seeking to modify the current layout to provide a more traditional single-family development. The Single Family Residential zone designation provides the flexibility for these adaptations. This zone change also required a Land Use Amendment change for this property, which was approved by the Planning Commission July 2022.

Financial Impact:

Relationship to Strategic Plan:

The application is consistent with the Strategic Plan, particularly the following:
Infrastructure – The Town's Engineering staff have reviewed the request and adequate sewer capacity is available for single family in this area. Raw water dedication is required prior to development.

Vibrant & Healthy Economy – We maintain a viable, stable, diverse, and strategic economic base which supports the needs and enhances the lifestyles of those living and working in our community.

Recommendation:

Staff requests that the Planning Commission forward to the Town Board a recommendation of approval of the rezoning petition and ordinance, subject to any outstanding Planning Commission and staff comments being addressed.

CC:

Attachments:

1. Item -Staff Powerpoint - Rezone
2. 8-10-22 DRAFT Ordinance approving Trautman Rezone ER-2 to SF-1



Rezone

Trautman Subdivision 5th Filing

David Eisenbraun, Senior Planner
Planning Commission - August 17, 2022

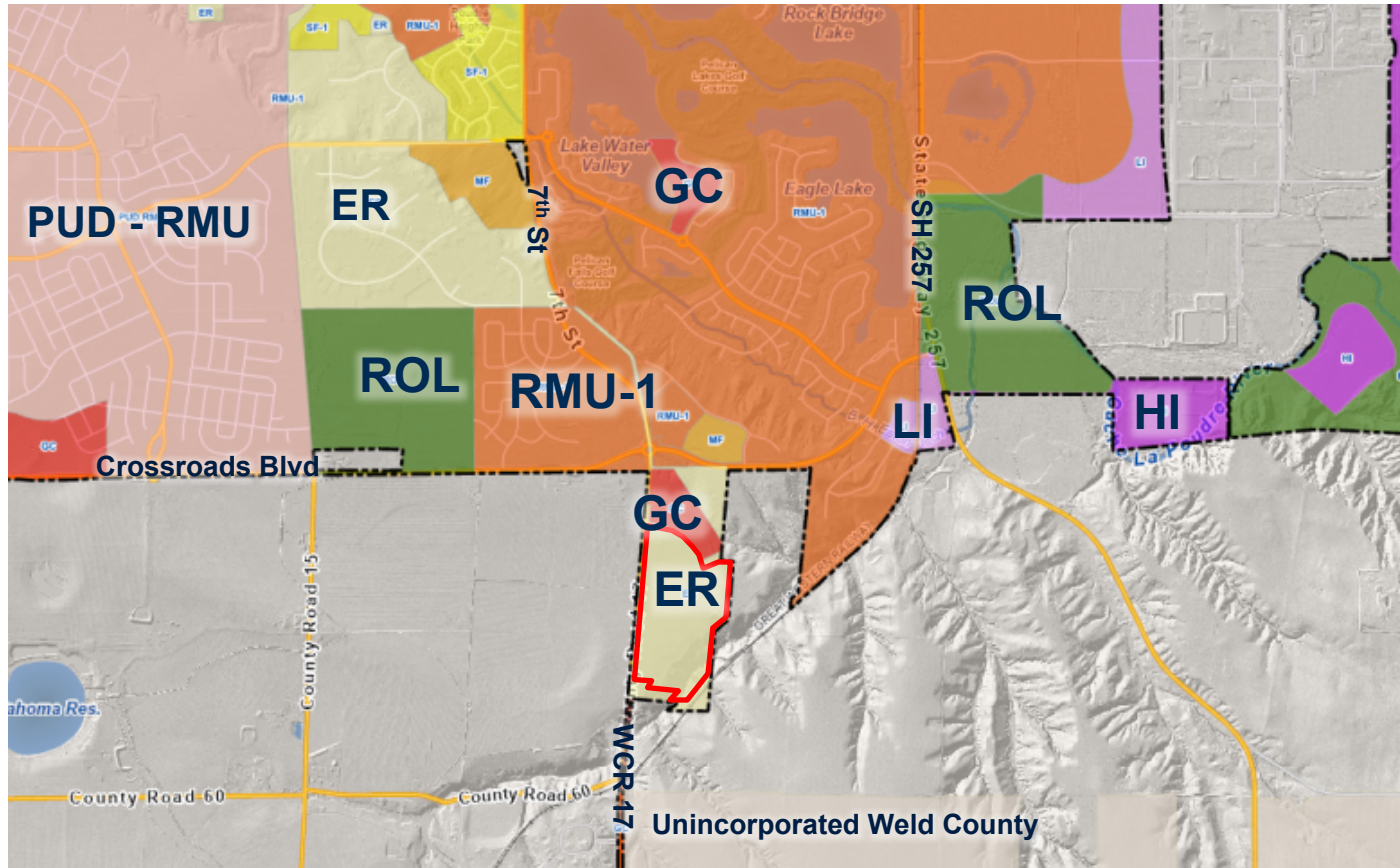
Site Vicinity Map

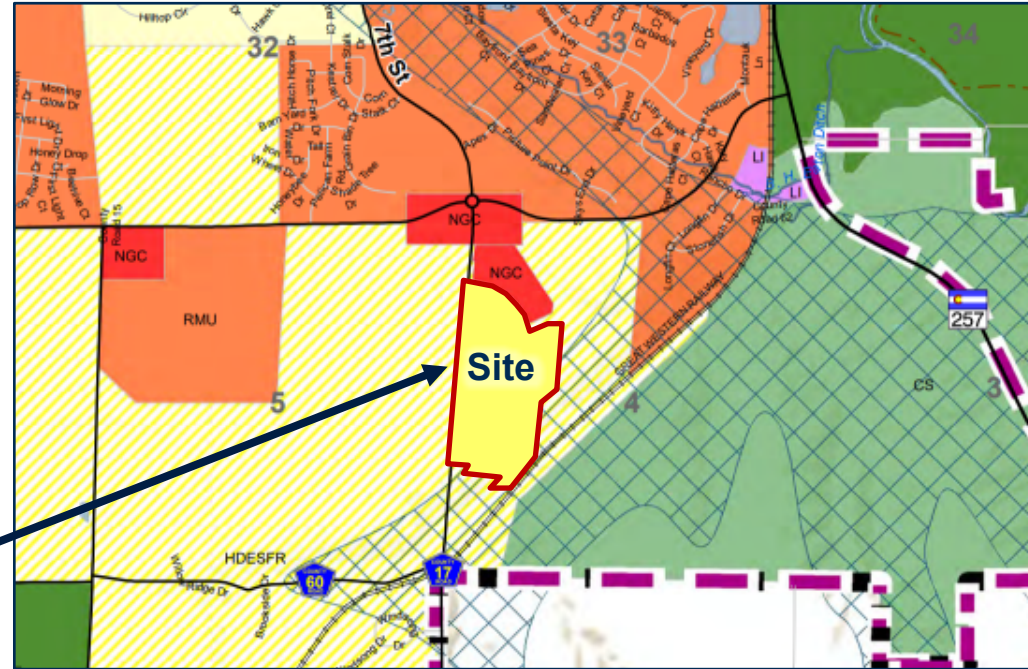


Site Vicinity Map



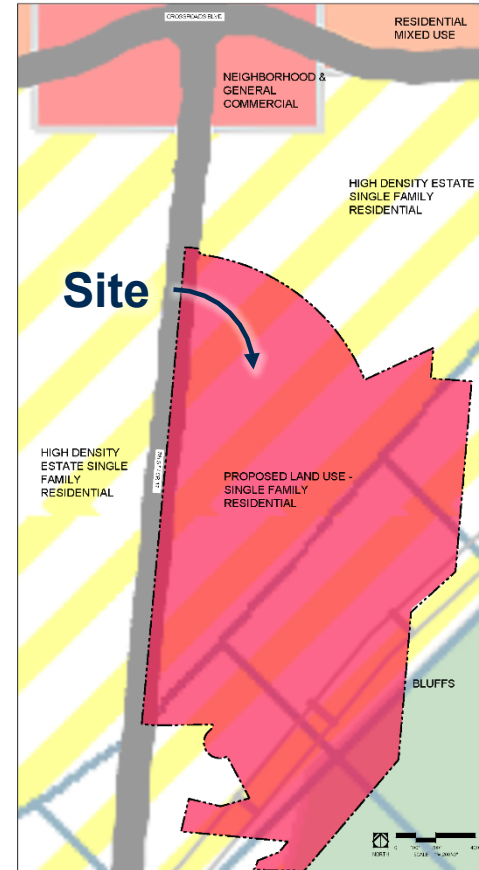
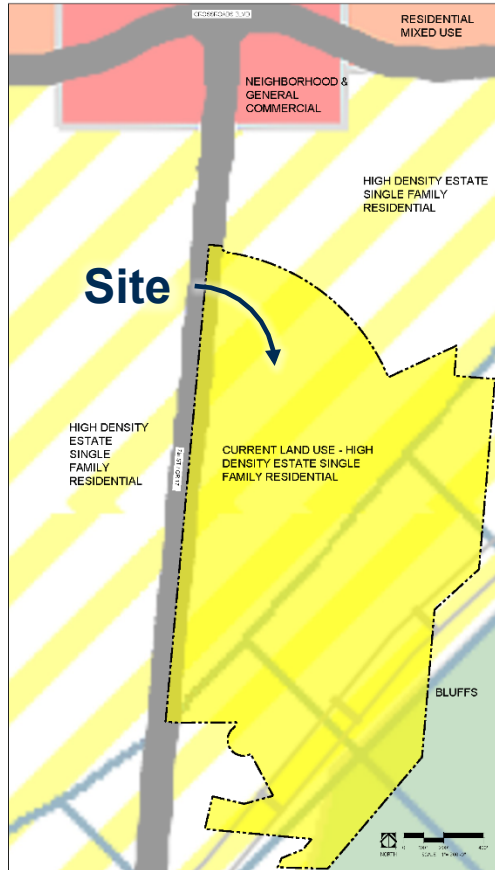
Zoning Map - Existing





Existing vs. Proposed Zoning

**Existing
Zoning:**
High Density
Estate
Residential



**Proposed
Zoning:**
Single Family
Residential

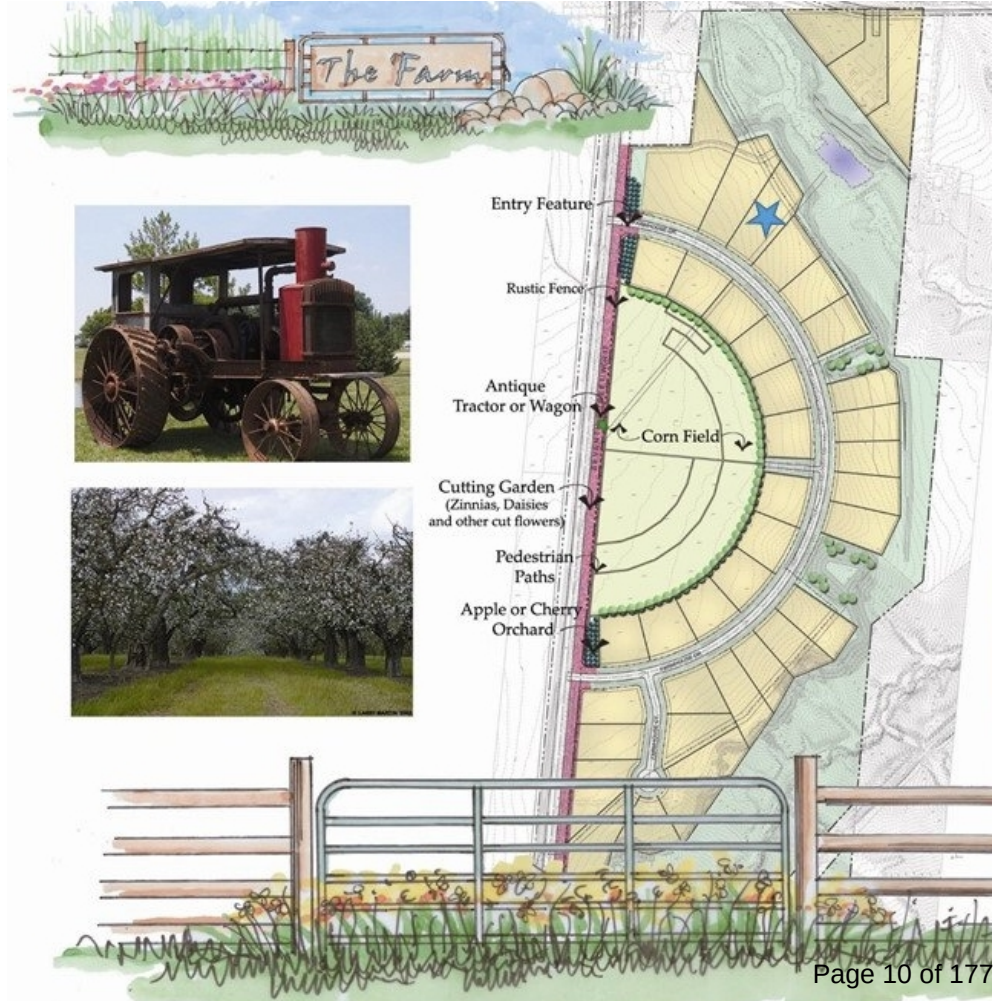


Background

The subject area, now known as Trautman 5th Filing, is part of the South Gate 5th Annexation in 2005.

2007 – Trautman 2nd filing subdivided a total 110 acres including additional General Commercial area and residential lots along Crossroads.

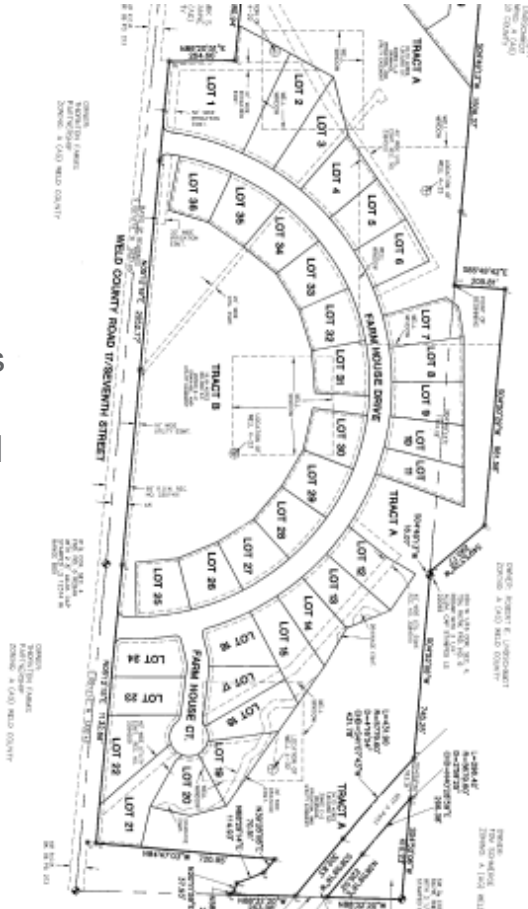
2017 – The GC area, about 20 acres on the north side, was sold to Timberline Church.



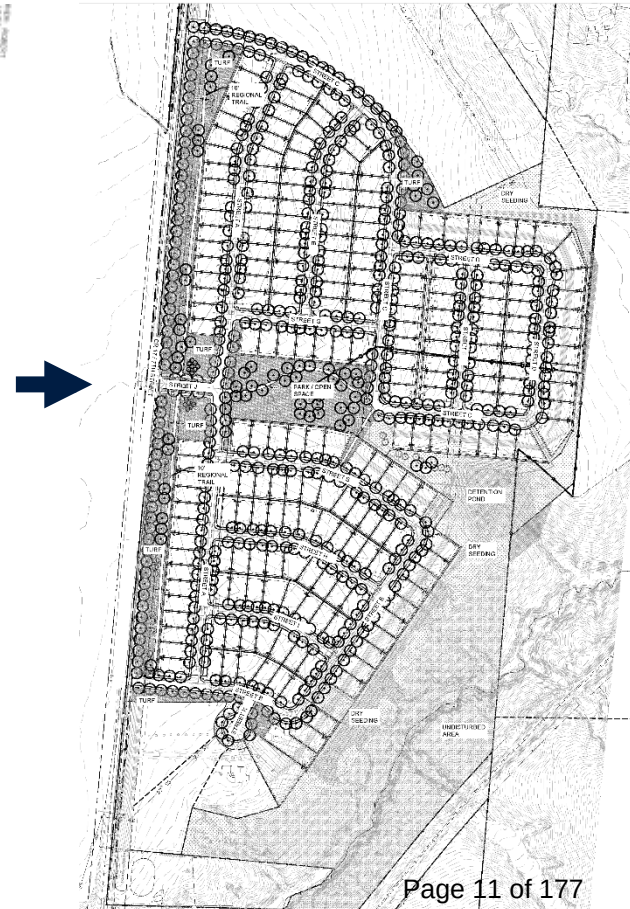
Proposal

- The intent of the change in zoning is to create more flexible development parcels than the Estate Residential designation allows to adapt to the current market conditions. The applicant is seeking to modify the current layout to provide a more traditional single-family development. The Single Family Residential zone designation provides the flexibility for these adaptations.
- 36 dwelling units approved
- 229 dwelling units proposed

Existing



Proposal





Review Criteria

- (1) The proposal complies with the ***Comprehensive Plan*** goals and objectives, this Code, the applicable Master Plan, and all other applicable adopted plans or policies.
- (2) The proposed development does not result in undue or unnecessary *burdens on the existing public infrastructure and public improvements*, or that arrangements are made to mitigate such impacts.
- (3) Density is consistent with the ***Comprehensive Plan Land Use Plan***, and applicable the utility capacity studies.
- (4) The proposal *serves a community need* or amenity that was not considered at the time of the initial zoning of the property.
- (5) The proposal shall be accompanied by a ***Master Plan*** or Site Plan that demonstrates compatibility with adjacent uses.



Comprehensive Plan Conformance

Chapter 5c – Residential Areas Framework Plan:

Objective 5: *Support high-density residential near Downtown, commercial centers, and mixed-use nodes.*

Staff Comment: The proposed zone district of single family residential is near a newer commercial center and mixed-use node known as Farmer's Corner. The current land use designation of estate residential is complimentary to the surrounding natural bluffs and agricultural lands, however, this development proposal plans to integrate into the landscape and remain sensitive to the rural character.



Comprehensive Plan Conformance

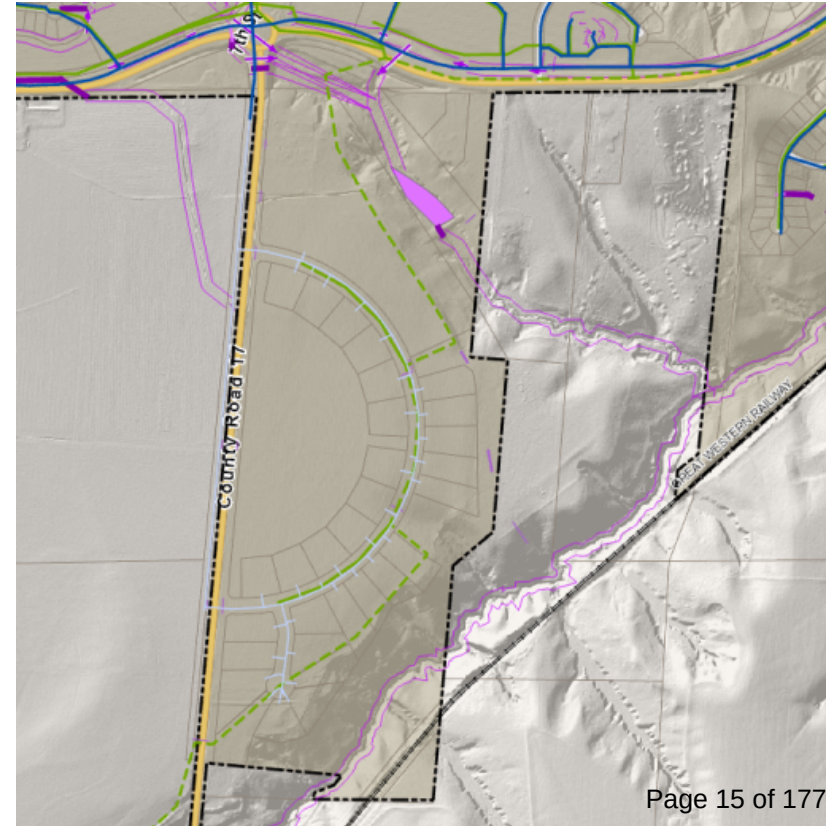
Chapter 5d – Commercial & Industrial Areas Framework Plan

Objective 3: *Develop new neighborhoods adjacent to existing neighborhoods and urbanized areas.*

Staff Comment: Located between Pelican Farms, Water Valley and Farmer's Corner to the North and South Gate directly South, this new neighborhood will build out a missing link along WCR 17. This will provide additional residents for area businesses as well as create new opportunities for future trail connections.

Compatibility with Infrastructure

- It is not anticipated that the proposal would create detrimental impacts to the planned transportation system.
- The area under consideration would have similar traffic patterns
- **The proposal would not change the road network from what has already been planned.**
- **Town Engineering staff has reviewed the request and the site has adequate sanitary sewer capacity.**
- It is anticipated that water would be available. The applicant would be responsible for bringing raw water for the project, if necessary.
- If public improvements become necessary as a result of the proposed project, the applicant would be responsible for those improvements.





Community Need

- The Single Family Residential zone expands housing product types to better accommodate future needs.
- ***The Town continues to see a demand for the type of traditional housing types this project is proposing.***



Compatibility with the Strategic Plan

The application is **consistent** with the Strategic Plan, particularly the following:

- ***Infrastructure*** – The Town’s Engineering staff have reviewed the request and adequate sewer capacity is available for single family in this area. Raw water dedication is required prior to development.
- ***Vibrant & Healthy Economy*** – We maintain a viable, stable, diverse, and strategic economic base which supports the needs and enhances the lifestyles of those living and working in our community.



Notifications

The applicant held a ***neighborhood meeting*** on July 21, 2022:

- July 8, 2022 – display ad published in paper
- June 29, 2022 – affidavit of mailing to property owners within 500 feet

Planning Commission and Town Board ***public hearing notifications***:

- June 28, 2022 – sign posted on property
- July 28, 2022 – applicant mailed letters to surrounding property owners
- July 29, 2022 – public hearing notice published to Town website
- July 29, 2022 – ad in newspaper





Recommendation

Staff requests that the Planning Commission forward to the Town Board a recommendation of approval of the rezoning petition and ordinance, subject to any outstanding Planning Commission and staff comments being addressed.

Staff requests that the following be entered into the record:

- Application and supplemental materials
- Staff memorandum and supporting documents
- All testimony received during the public hearing
- Recommendation



Review Criteria

- (1) The proposal complies with the ***Comprehensive Plan*** goals and objectives, this Code, the applicable Master Plan, and all other applicable adopted plans or policies.
- (2) The proposed development does not result in undue or unnecessary *burdens on the existing public infrastructure and public improvements*, or that arrangements are made to mitigate such impacts.
- (3) Density is consistent with the ***Comprehensive Plan Land Use Plan***, and applicable the utility capacity studies.
- (4) The proposal *serves a community need* or amenity that was not considered at the time of the initial zoning of the property.
- (5) The proposal shall be accompanied by a ***Master Plan*** or Site Plan that demonstrates compatibility with adjacent uses.

TOWN OF WINDSOR

ORDINANCE NO. 2022-

AN ORDINANCE APPROVING A REZONE FROM HIGH DENSITY ESTATE RESIDENTIAL (“ER-2”) TO SINGLE FAMILY RESIDENTIAL (“SF-1”) WITHIN THE SOUTH GATE FIFTH FILING ANNEXATION

WHEREAS, the Town of Windsor is a home rule municipality with all powers conferred under Colorado law; and

WHEREAS, the Town has in place a comprehensive system of land use regulations, the purpose of which is to promote the public health, safety, and welfare; and

WHEREAS, the Town has adopted the zoning regulations set forth in Chapter 16 of the *Windsor Municipal Code* (“Zoning Code”), under which parcels of land are identified and classified for regulatory purposes; and

WHEREAS, the *Trautman Subdivision* within the *South Gate Fifth Filing Annexation* (“Property”), is presently zoned “High Density Estate Residential (ER-2)”, pursuant to the regulations found in Chapter 16, Article I – Zone Districts; and

WHEREAS, the owner of the Property has requested approval for SF-1 zoning; and

WHEREAS, in accordance with the requirements for SF-1 zoning, the request has been reviewed by staff and referred to the Planning Commission on August 17, 2022, for review and recommendation following a public hearing; and

WHEREAS, the Planning Commission has recommended that the Town Board approve the request for RMU-1 rezoning, subject to certain conditions to which the property owner has no objection; and

WHEREAS, based upon the evidence presented at the public hearing, the Town Board concludes that the rezoning should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. The South Gate Fifth Filing Annexation as depicted in the Trautman Subdivision Rezone Plat is hereby approved for the rezoning from ER-2 to SF-1, subject to the following additional condition:

All outstanding Planning Commission and staff comments, if any, shall be addressed prior to recordation of the Trautman Rezone Plat.

Introduced, passed on first reading and ordered published this 22nd day of August, 2022.

TOWN OF WINDSOR, COLORADO

Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]

Introduced, passed on second reading and ordered published this 12th day of September, 2022.

TOWN OF WINDSOR, COLORADO

Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]



MEMORANDUM

Date: August 17, 2022
To: Planning Commission
From: David Eisenbraun, Senior Planner
Re: Recommendation to Town Board - Request to Rezone from Estate Residential (ER) to Single Family Residential (SF-1) - Trautman 5th Filing, Owner Martin Lind
Item #: B.2.

Background / Discussion:

Please see public hearing item.

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

Staff requests that the Planning Commission forward to the Town Board a recommendation of approval of the rezoning petition and ordinance, subject to any outstanding Planning Commission and staff comments being addressed.

CC:

Attachments:



MEMORANDUM

Date: August 17, 2022
To: Planning Commission
From: David Eisenbraun, Senior Planner
Re: Public Hearing – Request to Rezone from Light Industrial (LI), Heavy Industrial (HI) and Residential Mixed Use One (RMU-1) to General Commercial (GC) and Residential Mixed Use Two (RMU-2) and Master Plan Amendment for the Great Western Industrial Park Second Annexation - 2nd Amendment, Dean Brown, Applicant's Representative
Item #: B.3.

Background / Discussion:

The property has been part of the following Master Plans and Amended Master Plan and PUD Rezone processes: 2007: Great Western Second, Third and Fourth Annexation dated January 2007: The western portion of the initial 2007 Great Western Second, Third and fourth Annexation envisioned a mixed-use neighborhood with general commercial/retail along the intersection of State Hwy 257 and Eastman Park Drive, a mix of residential uses central to the site and light industrial to the east as a transition the existing Industrial uses with the Great Western Industrial Park.

2017: Great Western 2nd Annexation Amended Master Plan dated December 2017 and the Great Western 2nd Annexation Planned Unit Development Rezoning dated November 2017: The 2007 Amendment and PUD Rezone focused only on the western 601 acres which increased the area for light and heavy industrial uses and reduced the residential uses to only multi-family.

2020: This rezone request shifts the industrial uses to the east side of Great Western Industrial Park and proposes a Mixed-Use neighborhood along State Highway 257 matching the residential character and scale of the Water Valley neighborhood.

The Rezone Request and Amended Master Plan supports the Town of Windsor's new code update and requests a rezone for the western 601-acres from General Commercial, Limited Industrial, Heavy Industrial and Multi-family residential to the new Residential Mixed-Use Two (RMU-2) which allows for a variety of uses.

The existing Great Western Industrial Park is concentrating Industrial Uses to the east of Litho Plate Drive. This concentration allows for a more appropriate location for Heavy and Limited Industrial uses and maintains the industrial employment which are part of the current 2017 Master Plan. With the existing Water Valley neighborhood to the west, Cache la Poudre River corridor to the south, the future Windsor Village and the new Legends Sports Park to the north, a mixed-use neighborhood is a more suitable neighboring use along State Highway 257. The RMU-2 zoning will also allow for a proposed new elementary school for all the communities in the area.

This proposed rezone and master plan ultimately aligns with the Town's new vision for the Eastman Park Corridor Plan and its goals for a more vibrant commercial corridor with supporting residential uses.

Financial Impact:

Relationship to Strategic Plan:

The application is consistent with the following elements of the Strategic Plan:

Vibrant & Healthy Economy – This land use designation will support the goal of providing a viable, stable, diverse, and strategic economic base which supports the needs and enhances the lifestyles of those living and working in our community.

Infrastructure – The Town's Engineering staff have reviewed the request and adequate capacity is available for light industrial development in this area.

Goals:

Promotes business diversification in the community

Attracts balanced commercial development that will sustain the future of Windsor

Support the priorities in this area - economic sustainability and vibrancy, infrastructure.

Recommendation:

Staff requests that the Planning Commission forward to the Town Board a recommendation of approval of the rezoning petition and ordinance, subject to any outstanding Planning Commission and staff comments being addressed.

Staff requests that the Planning Commission forward to the Town Board a recommendation of approval of the master plan amendment, subject to the approval of the rezone, and any outstanding Planning Commission and staff comments being addressed.

CC:**Attachments:**

1. 8-10-22 DRAFT Ordinance approving GWIP 2nd Rezone to GC and RMU-2
2. GWIP Rezone and Master Plan-Meeting Minutes
3. 8-10-22 TB Resolution Approving Great Western 2nd annex master plan amendment
4. PC-GWIP Rez and MP Staff Presentation

TOWN OF WINDSOR

ORDINANCE NO. 2022-

AN ORDINANCE APPROVING A REZONE FROM GENERAL COMMERCIAL (“GC”), RESIDENTIAL MIXED USE ONE (“RMU-1”), RECREATION AND OPEN LANDS (“ROL”), AND LIMITED INDUSTRIAL (“LI”) TO GENERAL COMMERCIAL (“GC”) AND RESIDENTIAL MIXED USE TWO (“RMU-2”) WITHIN THE GREAT WESTERN 2ND ANNEXATION

WHEREAS, the Town of Windsor is a home rule municipality with all powers conferred under Colorado law; and

WHEREAS, the Town has in place a comprehensive system of land use regulations, the purpose of which is to promote the public health, safety, and welfare; and

WHEREAS, the Town has adopted the zoning regulations set forth in Chapter 16 of the *Windsor Municipal Code* (“Zoning Code”), under which parcels of land are identified and classified for regulatory purposes; and

WHEREAS, portions of the *Great Western 2nd Annexation* (“Property”) as depicted in the attached rezone map for illustrative purposes, are presently zoned GC, RMU-1, ROL, and LI, pursuant to the regulations found in Chapter 16, Article I – Zone Districts; and

WHEREAS, the owner of the Property has requested approval for GC and RMU-2 zoning; and

WHEREAS, in accordance with the requirements for GC and RMU-2 zoning, the request has been reviewed by staff and referred to the Planning Commission on August 17, 2022, for review and recommendation following a public hearing; and

WHEREAS, the Planning Commission has recommended that the Town Board approve the request for GC and RMU-2 rezoning, subject to certain conditions to which the property owner has no objection; and

WHEREAS, based upon the evidence presented at the public hearing, the Town Board concludes that the rezoning should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. The Great Western 2nd Annexation property as depicted in the Great Western 2nd Annexation Rezone Plat is hereby approved for the rezoning from GC, RMU-1, ROL, and LI to GC and RMU-2, subject to the following additional condition:

All outstanding Planning Commission and staff comments, if any, shall be addressed prior to recordation of the Great Western 2nd Annexation Rezone Plat.

Introduced, passed on first reading and ordered published this 22nd day of August, 2022.

TOWN OF WINDSOR, COLORADO

Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

Introduced, passed on second reading and ordered published this 12th day of September, 2022.

TOWN OF WINDSOR, COLORADO

Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

MEETING MINUTES

Meeting Topic: GWIP 2ND ANNEXATION – NEIGHBORHOOD MEETING

Date of Meeting: June 8, 2021

Date of Minutes: June 9, 2021

Location: Zoom

Attendees: Dean Brown – Broe
Marc Salvela – Broe
Susan Wade – Redland
Mark Cevaal – Redland
Dan Watson – Redland
Josie Kohnert – Redland
Cassie Slade – Fox Tuttle
Paul Hornbeck – Town of Windsor

Distribution: Town of Windsor

By: Josie Kohnert

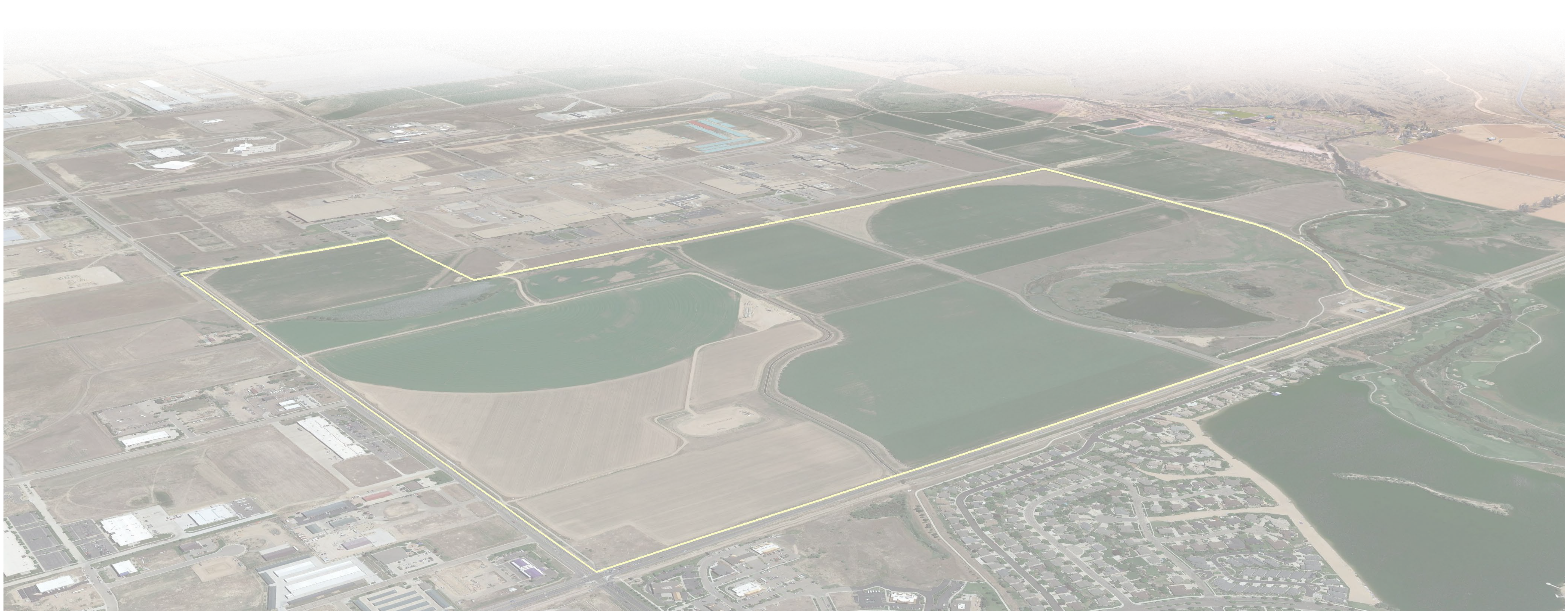
The following is a synopsis of the major points of discussion and the direction/conclusions related to the discussion points:

- I. INTRODUCTIONS
 - a. Neighborhood Meeting for the 2nd Annexation of the GWIP Master Plan Amendment and Rezone Applications.
 - b. Applicant is Marc Salvela and Dean Brown with Broe Real Estate Group
 - i. Have spent the last 3 years working on this project together
 - c. Susan Wade with Redland is working on Planning & Landscape Architecture for the project. Mark Cevaal and Dan Watson of Redland are the Civil Engineers on the project.
 - d. Cassie Slade with Fox Tuttle handles traffic.
 - e. The presentation will provide an overview of history, outline a few zoning changes, and discuss where we've been and where we're going
- II. PRESENTATION
 - a. The site is located east of 257 and south of Eastman Park Drive, west of existing GWIP Industrial Park.
 - b. Zoning and Comprehensive Plan.
 - i. Zoning map from Town of Windsor includes neighborhood commercial, general commercial, light industrial, and heavy industrial.
 - ii. Comprehensive plan – neighborhood commercial, general commercial in the northwest corner, residential mixed use, and light industrial to the east.
 - c. Project history

- i. 2006 – property was annexed with Master Plan (zoned for neighborhood commercial, SF1, SF2, and Multi-Family).
 - ii. 2017 - 2nd annexation & Amended Master Plan (zoning changed to general commercial, Multi-Family, light industrial, and heavy industrial).
 - iii. 2018 - 7th annexation. 350 acres on east side of GWIP brought in and allows for additional industrial growth in a more appropriate location.
 - iv. 2021 – amending Master Plan again to include general commercial and RMU2 which aligns more closely with the 2006 Master Plan proposed uses.
 - 1. Limits commercial / industrial uses to 25% of property.
- d. Current Process
 - i. The project has already gone through 2 rounds of staff review.
 - ii. Tonight's comments will be taken and incorporated into the set. Then the following submittal will be refined with Town staff,
 - iii. Once staff and applicant are in agreement on the proposed submittal, the team planned for a P&Z July 2021, and Town Board Hearing in August 2021 (these are additional options for public input).
- e. Site Zoning Comp
 - i. A comparison between the Town Zoning Map and the proposed Zoning Map - shows rezoning to general commercial and RMU2.
- f. Land Use Plan
 - i. Slides show more detail on the land uses proposed in RMU2 zoned areas.
 - ii. Red - 10 ac general commercial along Eastman Park Dr. and 257.
 - iii. Purple - 108 AC total, mix of high density housing, light and heavy industrial uses.
 - iv. Mustard Yellow – residential / commercial uses (provides flexibility with residential commercial development if more is needed along 257).
 - 1. The intersection of Poudre Drive & 257 is a good location for a fire station, gas station, convenience store, or similar use.
 - v. Yellow - residential (SFD, SFA and MF uses).
 - vi. The core of the neighborhood is the school and park zone. School and park are within walking distance, connects to ditch corridor and to pocket parks.
 - vii. 120 AC of Open Space - preserved wetlands, open space parks, neighborhood parks, ditch trail, and law ditch corridor to the east.
- g. Trails
 - i. Trail corridor along Whitney Ditch – strong connections to park and school.
 - ii. 3 pocket parks (with 1/3 mile walkable radius shown) lots of opportunity for pedestrian connections and Open Space
- h. Comprehensive Plan Goals
 - i. Always focus on at the start of a project: want to outline Town goals and how to meet / advance them.
 - ii. Refer to slide for individual points.
 - iii. Want to understand goals and vision of the Town first, then focus on what are the community benefits so the development can support the existing community in the best way possible.
- i. Community Benefits
 - i. Refer to slide for individual points.
- j. Residential Character
 - i. Important consideration for existing residential and adjacent land owners.

- ii. Architectural style to be Colorado High Prairie with natural muted colors.
 - iii. Future builders to evaluate and propose final style at time of development.
 - iv. Product will range from Multi-family, Single Family Detached, Paired, and Town Homes.
 - k. Comm Character
 - i. Established by Windsor Village – being built off the main intersection between SH 257 and Eastman Park Dr.
 - 1. Feature a deep auto corridor internal to the site and pedestrian oriented retail uses
 - 2. Product ranges from in-line retail to hotels, banks, and restaurants
 - l. Summary
 - i. This is the middle of the process: neighborhood meeting and finalize submittal documents.
 - ii. There will be two more opportunities for public comments.
 - iii. This rezone allows the site to gain back residential frontage. Industrial uses will be located further east which separates the residential from industrial uses.
 - 1. This is one way to really connect to downtown Windsor in the most appropriate way.
- III. RESIDENT Q&A
- a. Jayme Jorgensen (manager Uncorked Wine and Spirits) – excited for all of this. Look forward to development.
 - b. Dean Brown – Broe will let individual developers bring and define product for onsite, but will continue to work closely with them. Vision and features on exterior of the site are important: entrances on the Village are cool, and will want to carry unique features through corridors of the project so it looks cohesive
 - 1. Developers in the future will need to follow Town RMU2 guidelines and standards, community will have design committee to review as well.
 - 2. A Metro District is already in place – has the ability to enforce and establish guidelines.

This constitutes the writer's understanding of the items discussed and agreements reached at the aforementioned meeting. Any corrections and/or additions to this memorandum should be sent to the writer within five (5) business days of receipt of this memorandum.



GREAT WESTERN INDUSTRIAL PARK 2ND ANNEXATION

2ND AMENDMENT TO THE MASTER PLAN

WINDSOR, COLORADO

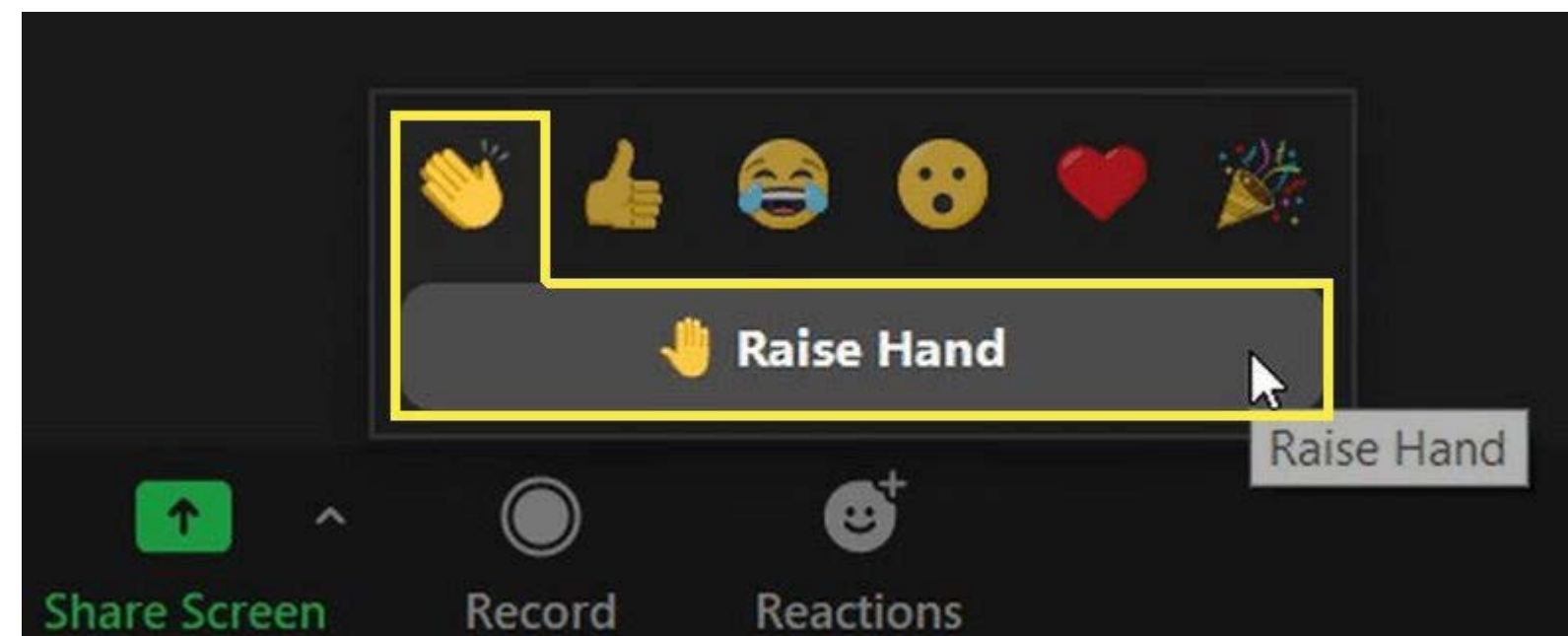
NEIGHBORHOOD PRESENTATION



Broe
Real Estate Group

Redland
WHERE GREAT PLACES BEGIN
720.283.6783 Office
1500 West Canal Court
Littleton, Colorado 80120
REDLAND.COM

- To ask a question - raise your hand
On Phone *9
On PC click ALT Y



- To mute and unmute
On Phone *6

APPLICANT:
BROE REAL ESTATE GROUP
Dean Brown
Marc Savela

TEAM:

REDLAND:
Civil Engineering, Planning and
Landscape Architecture

Mark Cevaal - Civil Engineer
Susan Wade - Planner/Land Arch

FOX TUTTLE:
Cassie Slade - Traffic Engineer



Broe
Real Estate Group



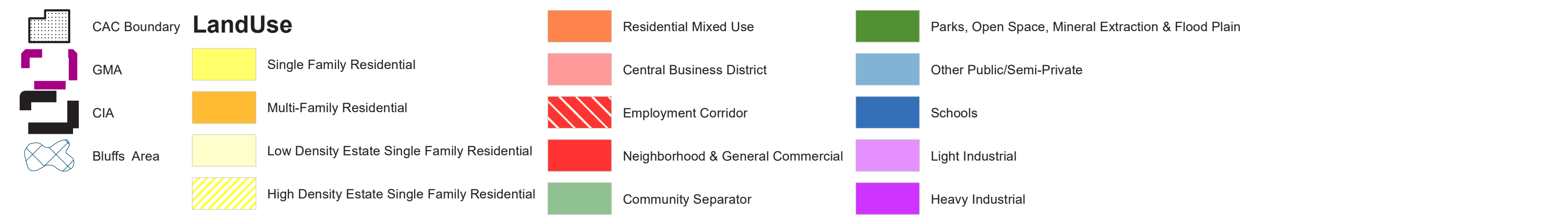
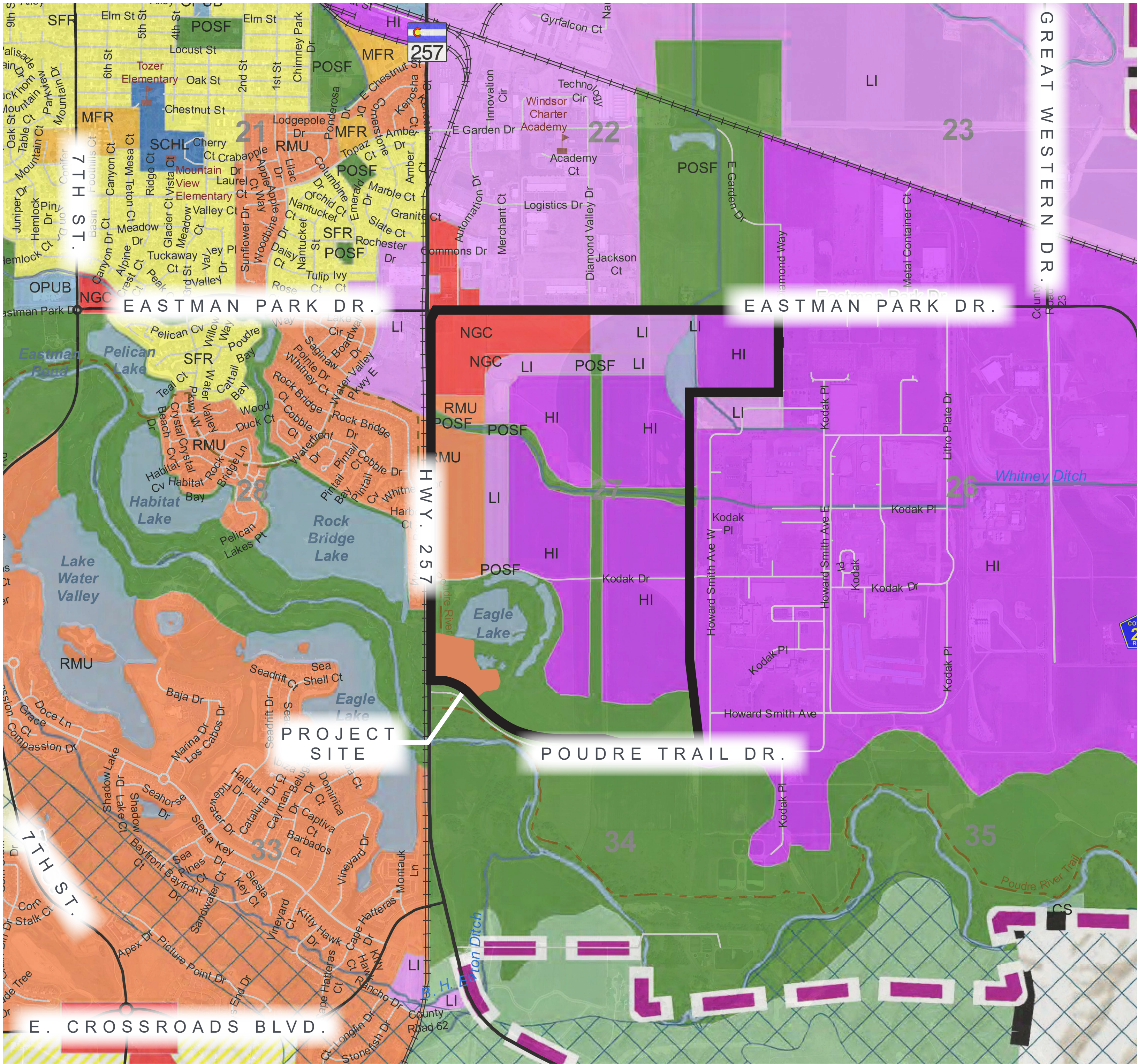
VICINITY MAP



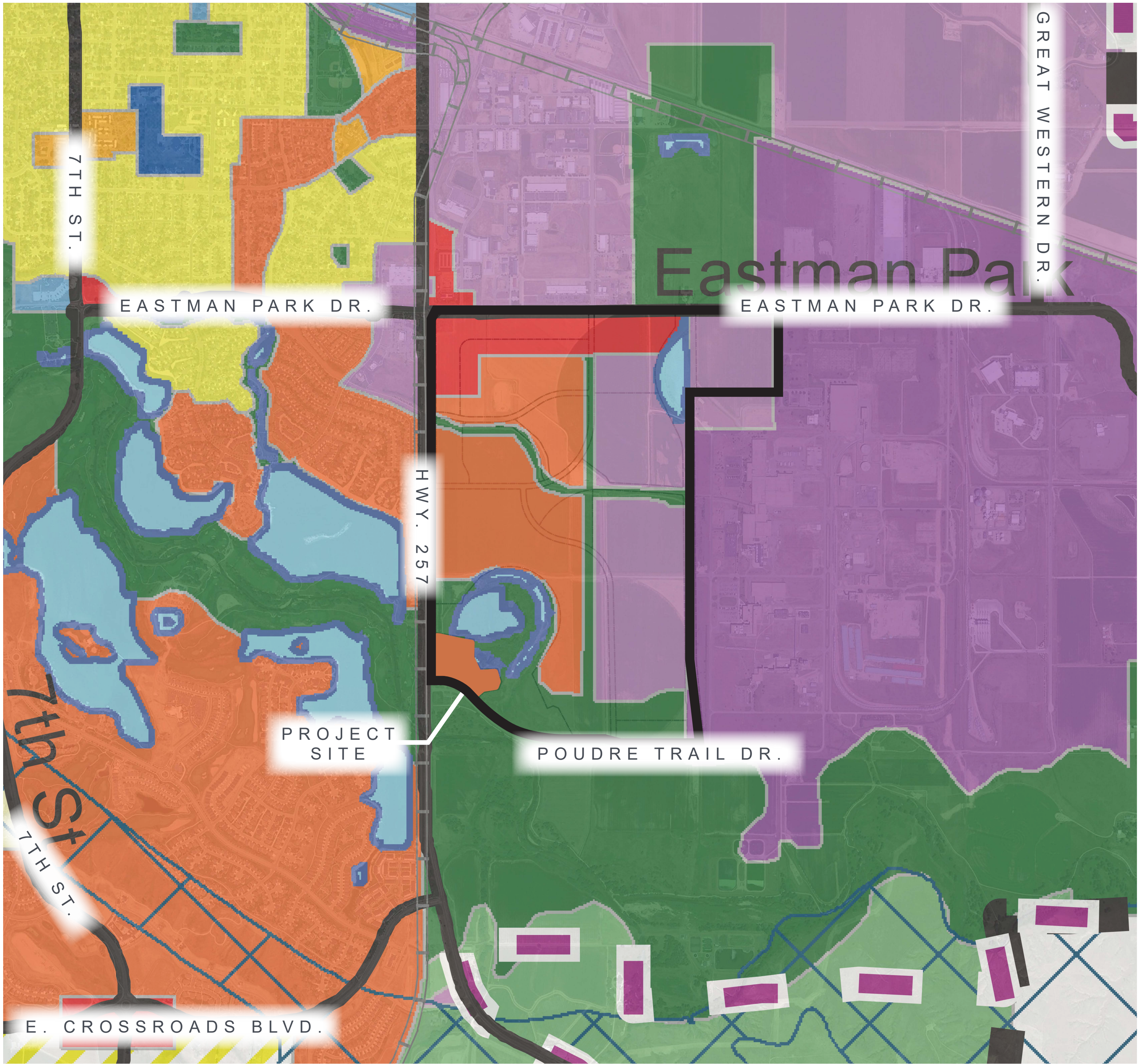
Broe
Real Estate Group

Redland
WHERE GREAT PLACES BEGIN
720.283.6783 Office
1500 West Canal Court
Littleton, Colorado 80120
REDLAND.COM

CONTEXT MAP - ZONING & COMP. PLAN



WINDSOR ZONING MAP



WINDSOR 2016 COMPREHENSIVE PLAN



PROJECT HISTORY

2006

GREAT WESTERN 2ND, 3RD & 4TH ANNEXATIONS MASTER PLAN (FEBRUARY 2007)

- USES TO INCLUDE:
NEIGHBORHOOD
COMMERCIAL, SF-
1, SF-2, AND
MULTI-FAMILY

2017

GREAT WESTERN 2ND ANNEXATION & AMENDED MASTER PLAN (JANUARY 2018)

- USES TO INCLUDE:
GENERAL
COMMERCIAL,
MULTI-FAMILY,
LIMITED AND HEAVY
INDUSTRIAL

2018

GREAT WESTERN 7TH ANNEXATION (FEBRUARY 2019)

- USES TO INCLUDE:
ANNEXED
APPROXIMATELY 350
AC OF INDUSTRIAL
USES ON THE EAST
SIDE OF GWIP

2021

GREAT WESTERN 2ND ANNEXATION & AMENDED MASTER PLAN (CURRENT)

- USES TO INCLUDE:
GENERAL
COMMERCIAL AND
RMU-2



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Real Estate Group



ENTITLEMENT PROCESS

COMPLETE

MASTER PLAN AMENDMENT & REZONE SUBMITTAL

- REZONE APPLICATION
- MASTER PLAN
AMENDMENT
REPORTS
- TOWN STAFF'S
SECOND REVIEW AND
COMMENTS

IN PROGRESS

NEIGHBORHOOD MEETING

- JUNE 8, 2021

NEXT STEPS

MASTER PLAN AMENDMENT & REZONE SUBMITTAL

- JUNE 2021

STAFF FINAL REVIEW

FUTURE

PLANNING & ZONING HEARING

- PUBLIC HEARING
- JULY 2021

TOWN BOARD HEARING

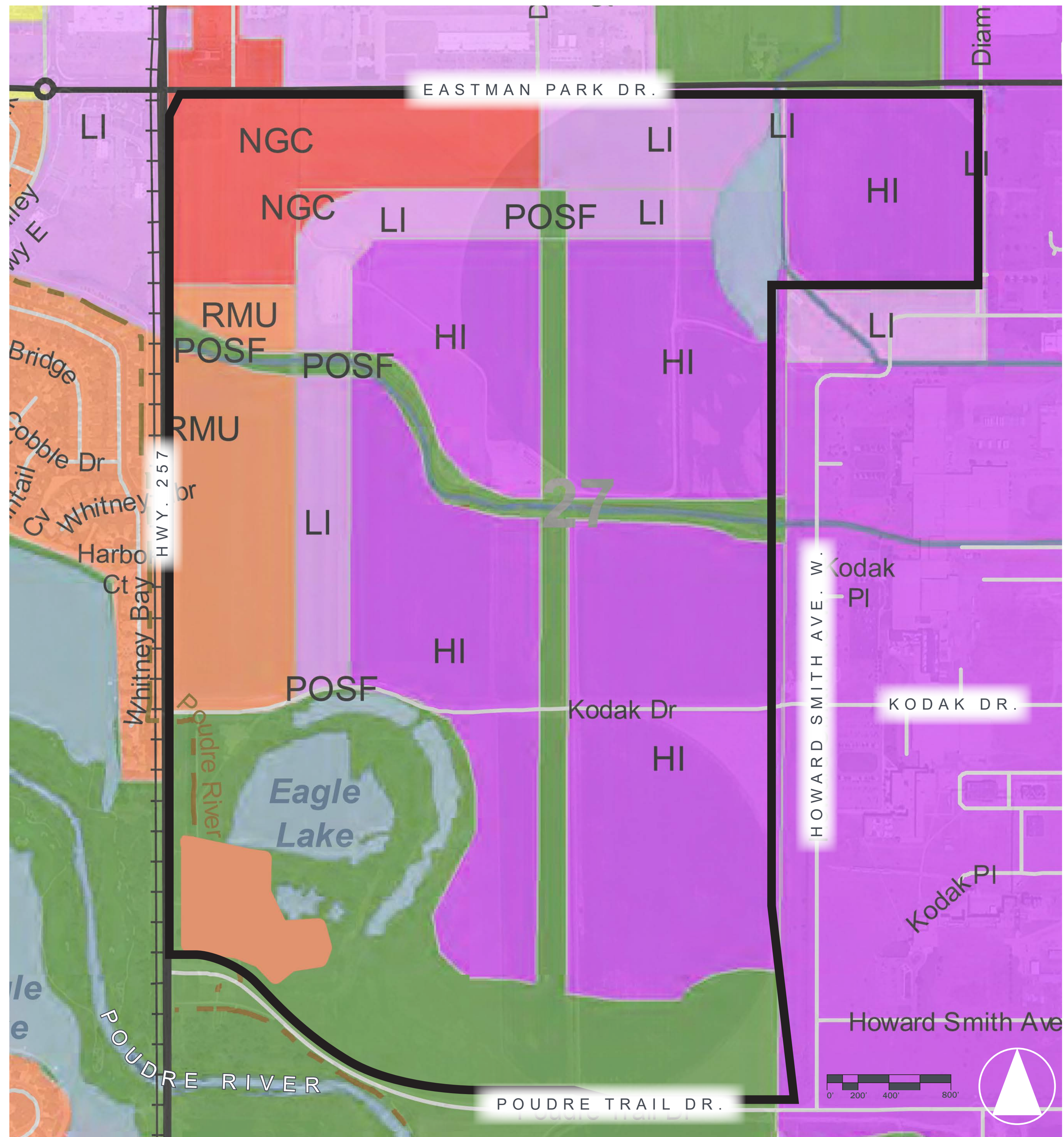
- PUBLIC HEARING
- AUGUST 2021



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SITE ZONING COMPARISON



CURRENT ZONING MAP



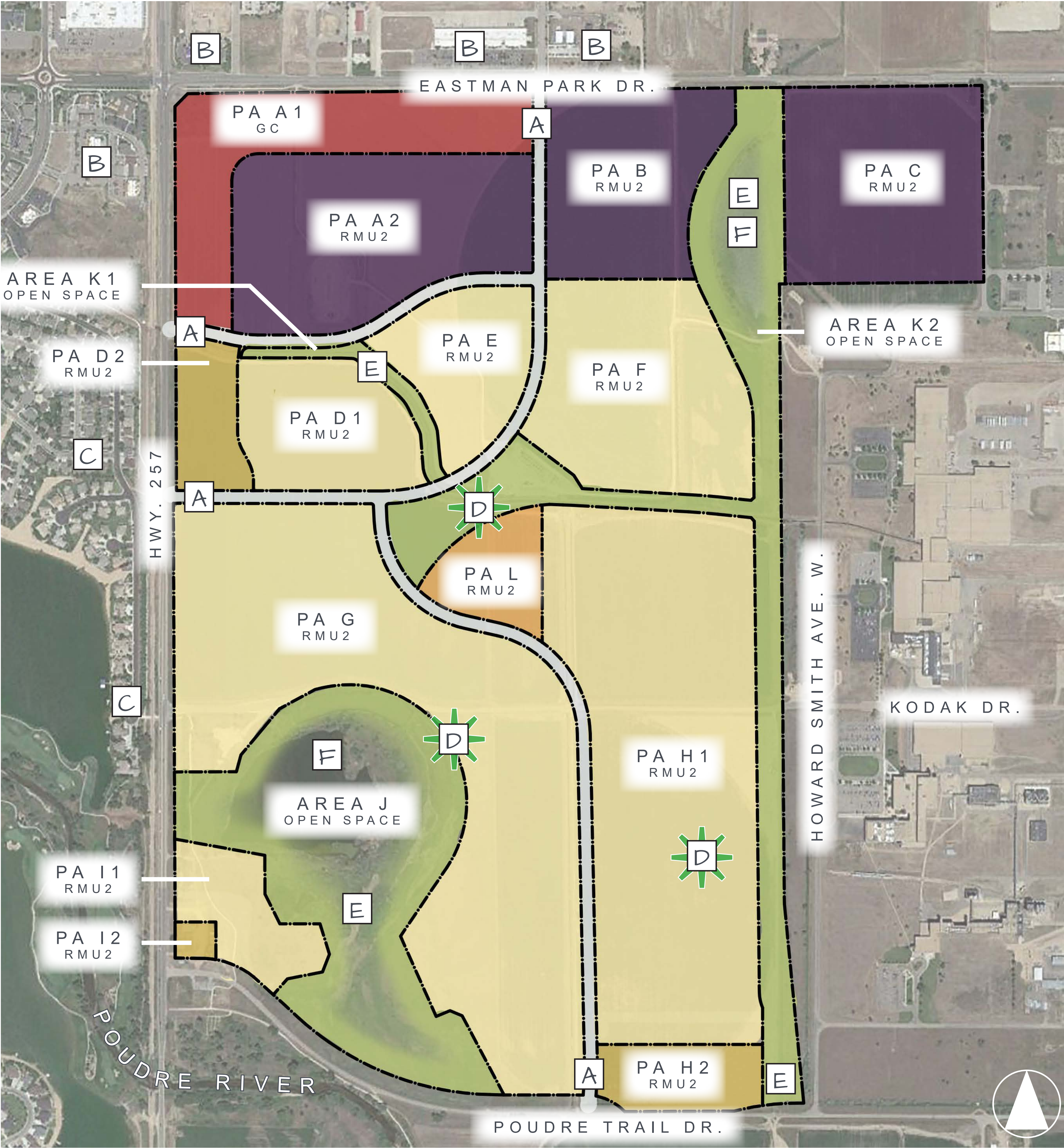
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PROPOSED ZONING MAP

Redland
WHERE GREAT PLACES BEGIN
720.283.6783 Office
1500 West Canal Court
Littleton, Colorado 80120
REDLAND.COM

LAND USE PLAN



PROJECT STATISTIC

	GENERAL COMMERCIAL	9.9 AC
	COMMERCIAL-INDUSTRIAL-RESIDENTIAL	108.4 AC
	RESIDENTIAL	293.2 AC
	RESIDENTIAL - COMMERCIAL	20.7 AC
	SCHOOL	10.0 AC
	OPEN SPACE	120.7 AC
	RIGHTS OF WAY - INTERNAL	28.3 AC
TOTAL		601.2 AC
MAXIMUM 2,000 RESIDENTIAL UNITS		

LEGEND

- A

 PRIMARY ENTRY
- B

 ADJACENT COMMERCIAL PROPERTY
- C

 ADJACENT RESIDENTIAL PROPERTY
- D

 NEIGHBORHOOD PARK
- E

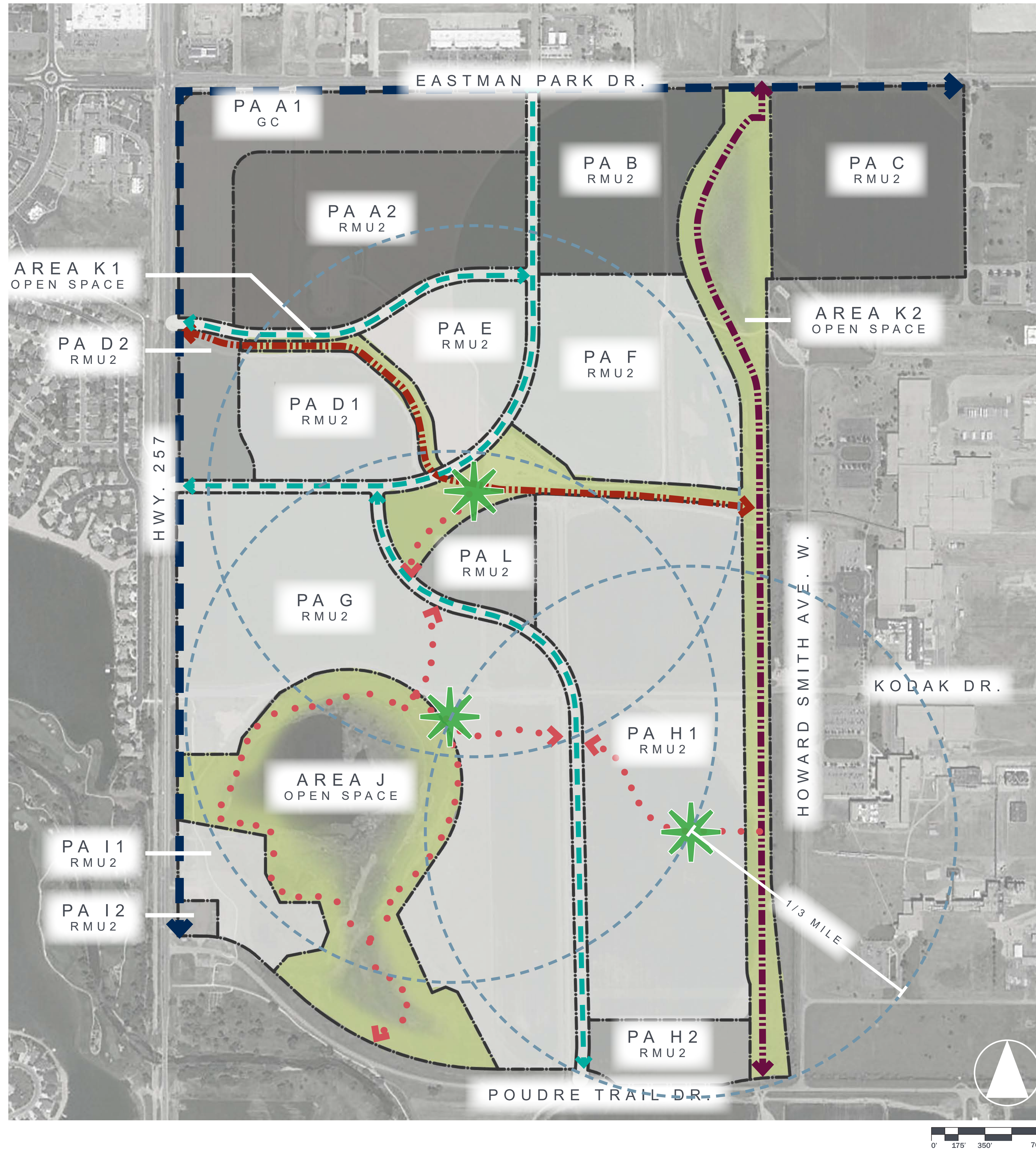
 OPEN SPACE
- F

 EXISTING WETLANDS / POND

TRAIL & WALKS PLAN

LEGEND

-  10' WALK IN ROW / EASEMENT - HARD SURFACE
-  10' WHITNEY DITCH TRAIL - HARD OR SOFT SURFACE
-  6' WALK MAJOR COLLECTOR - HARD SURFACE
-  10' FUTURE DITCH TRAIL - HARD OR SOFT SURFACE
-  PROPOSED FUTURE TRAIL CONNECTION
-  PROPOSED POCKET PARK
-  1/3 MILE WALKABLE RADIUS



TOWN OF WINDSOR COMP PLAN GOALS

Town Goal: support diverse housing and residential neighborhoods to meet the needs of varying family sizes, lifestyles, and income levels.

- Action: provide a wide range of housing types from single-family to multi-family for professionals to first time home buyers and move-down empty nesters.

Town Goal: maintain the character of the community while accommodating future growth that is fiscally and environmentally responsible.

- Action: create a complete neighborhood with retail, commercial, a variety of housing options, education, parks and open space.

Town Goal: develop a multi-modal transportation system that accommodates new and existing development, provides safe and efficient access for all ages and abilities, and promotes public health and quality of life.

- Action: improve State Highway 257 to provide safer travel speeds and a more pedestrian friendly experience. Internal circulation shall be simple and incorporate vehicular and pedestrian systems.

Town Goal: maintain and enhance Windsor as a safe and healthy community that is served by quality facilities and infrastructure that support a high quality of life.

- Action: provide infrastructure improvements to State Highway 257, Consolidated-Law drainage channel and trail connection, preservation of existing wetlands, and proposed elementary school site central to the neighborhood.

Town Goal: support a comprehensive park and recreation system that provides active and passive recreational opportunities while preserving Windsor's natural assets.

- Action: preserve the unique natural character such as existing wetlands and ditch corridor as well as provide active recreation with parks and trail connections. Create regional trail connections to the Poudre River trails and open space.

Town Goal: establish the Town of Windsor as the most desirable, vibrant community of its type in northern colorado and expand its reputation as one of the best overall communities in Colorado, serving as a model for the mountain west.

- Action: create a walkable, complete neighborhood with a mix of commercial and residential uses within close proximity and connectivity to Old Town Windsor, Legends Sports Park and Water Valley.



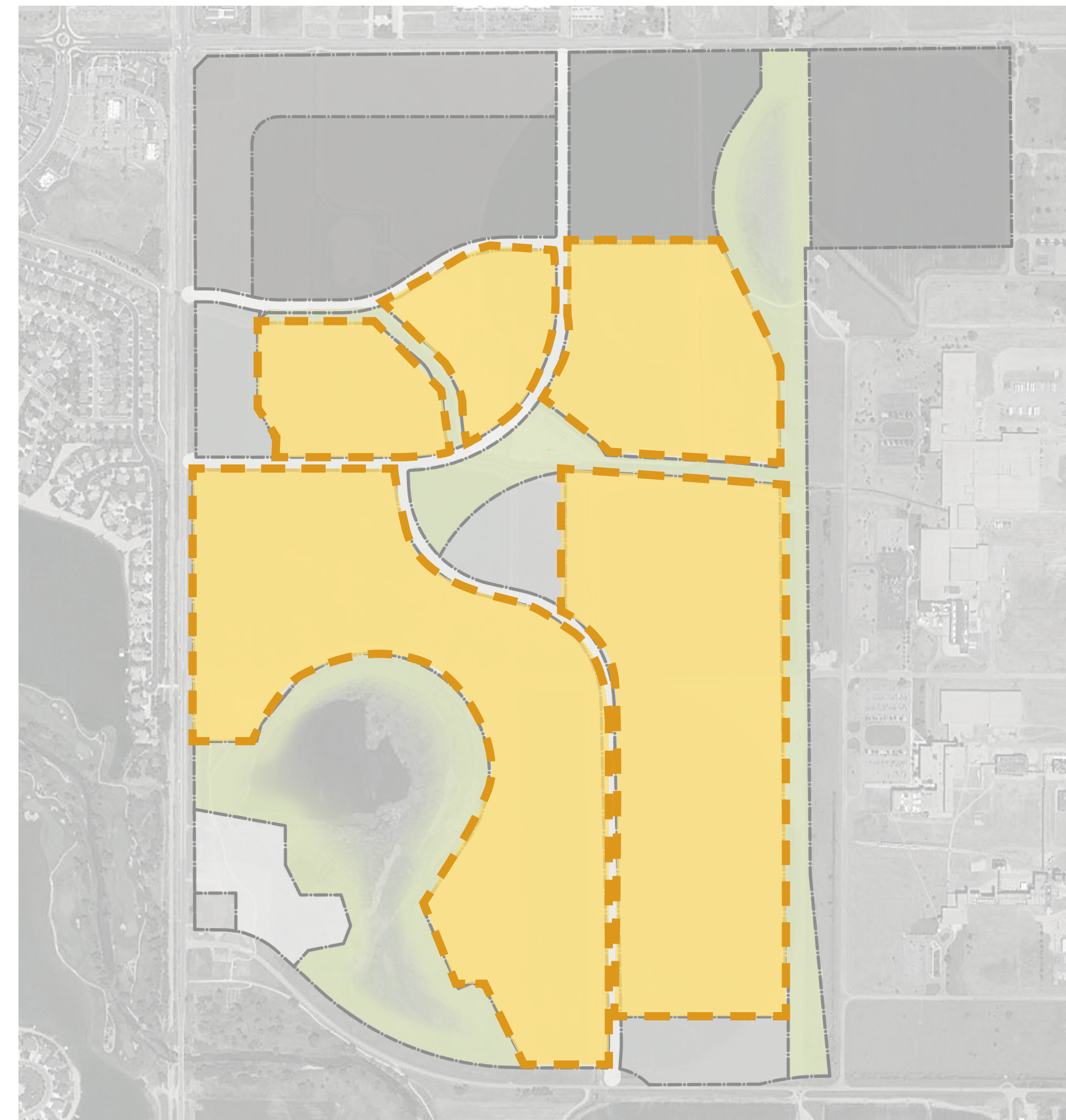
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Real Estate Group



COMMUNITY BENEFITS

- Create an Opportunity for Employment with Retail, Commercial, and Light Industrial Uses.
- Maintain General Commercial Zone District Along 257 and Eastman Park Drive Intersection.
- Provide a Transition of Uses and Densities where appropriate.
- Provide a Mix of Residential Uses in a Walkable Environment with Parks and Open Space.
- Preserve & Amenitize the Existing Wetlands for Natural Open Space.
- Provide Strong Pedestrian Connections for both Internal and External to the Neighborhood.
- Provide Area for the Town's Future Regional Trail Connection along the Consolidated Law Ditch between Eastman Park Dr. to the Poudre River Trail.
- Provide a 10 Ac Future School Site
- Aligns with the Eastman Park Drive Corridor Study.
- Emphasize Low Water / Xeric Plant Palette to Minimize Water Demand and Relate More Strongly to the High Prairie Environment.
- Improved Safety and Increased Vehicular Capacity at Intersection of State Hwy 257 and Eastman Park Dr.





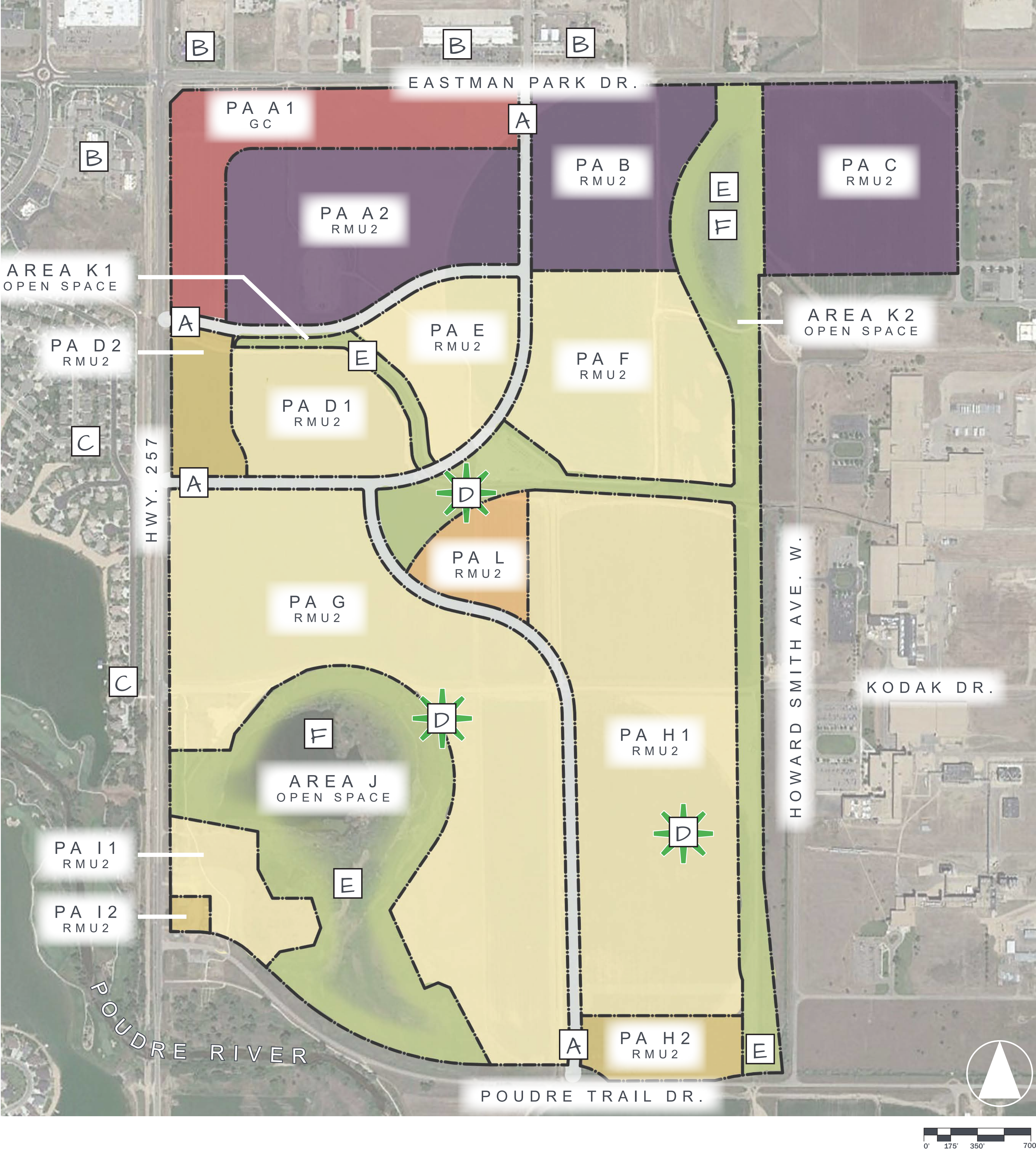
Broe
Real Estate Group

Redland
WHERE GREAT PLACES BEGIN
720.283.6783 Office
1500 West Canal Court
Littleton, Colorado 80120
REDLAND.COM

PROTOTYPICAL COMMERCIAL CHARACTER



SUMMARY



PROJECT STATISTIC

GENERAL COMMERCIAL	9.9 AC
COMMERCIAL-INDUSTRIAL-RESIDENTIAL	108.4 AC
RESIDENTIAL	293.2 AC
RESIDENTIAL - COMMERCIAL	20.7 AC
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OPEN SPACE	120.7 AC
RIGHTS OF WAY - INTERNAL	28.3 AC
TOTAL	601.2 AC
MAXIMUM 2,000 RESIDENTIAL UNITS	

LEGEND

- A PRIMARY ENTRY
- B ADJACENT COMMERCIAL PROPERTY
- C ADJACENT RESIDENTIAL PROPERTY
- D NEIGHBORHOOD PARK
- E OPEN SPACE
- F EXISTING WETLANDS / POND



Questions and Answers

Dean Brown

dbrown@broerealestate.com

Marc Savela

msavela@broerealestate.com

Susan Wade

swade@redland.com

GREAT WESTERN INDUSTRIAL PARK 2ND ANNEXATION

WINDSOR, COLORADO
NEIGHBORHOOD PRESENTATION
JUNE 8TH, 2021



Broe
Real Estate Group



TOWN OF WINDSOR

RESOLUTION NO. 2022-

A RESOLUTION APPROVING AND CONFIRMING THE MASTER PLAN AMENDMENT FOR THE GREAT WESTERN 2ND ANNEXATION TO THE TOWN OF WINDSOR

WHEREAS, the Town of Windsor (“Town”) is a Colorado home rule municipality, with all powers and authority vested in accordance with Colorado law; and

WHEREAS, the Town has in place a comprehensive system of land use regulation, the purpose of which is the protection of the public health, safety, and welfare; and

WHEREAS, the owner of the property within the Great Western 2nd Annexation to the Town of Windsor has presented a Master Plan Amendment, a reduced copy is depicted in the attached **Exhibit A** (“Master Plan Amendment”) for illustrative purposes, the full-size original of which is incorporated herein by this reference as if set forth fully; and

WHEREAS, a public hearing on Master Plan Amendment was presented to the Windsor Planning Commission on August 17, 2022, and received a recommendation for Town Board approval; and

WHEREAS, a public hearing on the proposed Master Plan Amendment was presented to the Windsor Town Board and has been reviewed in accordance with applicable planning criteria.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN BOARD FOR THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. Pursuant to *Windsor Municipal Code* Sections 14-2-40, the Master Plan Amendment for the Great Western 2nd Annexation to the Town of Windsor is hereby approved.
2. The Master Plan approved herein shall henceforth be known as “Great Western 2nd Annexation Master Plan Amendment”.
3. The owner is hereby instructed to comply with the requirements of *Windsor Municipal Code* Sections 14-2-40 within thirty (30) days.
4. The approval of this Master Plan Amendment is conditioned upon the effective date of Ordinance 2022-xxxx-An Ordinance Approving a Rezone from General Commercial (“GC”), Residential Mixed Use One (“RMU-1”), Recreation and Open Lands (“ROL”), and Limited Industrial (“LI”) TO General Commercial (“GC”) and Residential Mixed Use Two (“RMU-2”).

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 22nd day of August, 2022.

TOWN OF WINDSOR, COLORADO

Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]



Rezone & Master Plan Amendment

Great Western Industrial Park Second Annexation 2nd Amendment

*David Eisenbraun, Senior Planner
Planning Commission, August 17, 2022*



Rezone Request

Article II of Chapter 14 of the Municipal Code outlines the purpose and procedures of the Rezoning process, including:

Applicability. The rezoning process provides review of changes to the boundary of zoning districts that may be necessary to implement the Comprehensive Plan, to account for changed conditions in the general area, or to reflect a change in public policies with respect to future development.



Master Plan Request

Article II of Chapter 14 of the Municipal Code outlines the purpose and procedures of the Master Plan, including:

Applicability. A Master Plan shall be required in the following situations:

- (1) Concurrently with an Annexation Application if the Town determines the Master Plan is necessary to evaluate potential impacts of a proposed Annexation.
- (2) Prior to or concurrent with the subdivision of any parcel of land unless the Director determines it unnecessary due to existing infrastructure already being in place.



Master Plan Request (cont.)

- (3) Prior to or concurrent with a rezoning application of any parcel of land unless the Director approves submittal of a Site Plan in-lieu of a Master Plan or if the site is already fully developed and the Master Plan serves no further purpose regarding future development of the property.
- (4) Any area where the Director determines that the coordination of future roads, utilities, parks, or other public investments requires more specific plans than currently available.
- (5) Any area where the Director determines that the scale of future development, presence of multiple owners with anticipated development plans, or impact on adjacent properties from potential development requires further planning and coordination.



Site Vicinity Map







Rezone Background

2007: The property has been part of the following Master Plans and Amended Master Plan and Rezone processes:

- Great Western Second, Third and Fourth Annexation dated January 2007
 - The western portion of the initial 2007 Great Western Second, Third and fourth Annexation envisioned a mixed-use neighborhood with general commercial/retail along the intersection of State Hwy 257 and Eastman Park Drive, a mix of residential uses central to the site and light industrial to the east as a transition the existing Industrial uses with the Great Western Industrial Park.



Rezone Background

2017: Great Western 2nd Annexation Amended Master Plan dated December 2017 and the Great Western 2nd Annexation Planned Unit Development Rezoning dated November 2017:

The 2007 Amendment and PUD Rezone focused only on the western 601 acres which increased the area for the light and heavy industrial uses and reduced the residential uses to only multi-family.

2020: This rezone requests shifted the industrial uses to the east side of Great Western Industrial Park and proposed a Mixed-Use neighborhood along SH 257 matching the residential character and scale of the Water Valley neighborhood.



Rezone Proposal

2022: The Rezone Request and Amended Master Plan supports the Town of Windsor's new code update and requests a rezone for the western 601-acres from General Commercial, Recreation Open Lands, Limited Industrial, Heavy Industrial and Multi-family residential to the new **Residential Mixed-Use Two (RMU2) and General Commercial (GC)** only, which allows for a variety of uses.

With the existing Water Valley neighborhood to the west, Cache la Poudre River corridor to the south, the future Windsor Village and the new Legends Sports Park to the north, a mixed-use neighborhood is a more suitable neighboring use along State Highway 257. The expanded GC and RMU2 zoning will also allow for a proposed new elementary school for all the communities in the area.



Proposed Zoning

538 acres of Residential Mixed Use-Two (RMU-2) allows for the following residential and commercial uses:

- Single Family detached
- Single Family attached i.e. Townhomes or duplex
- Multi-Family
- Commercial, Industrial or other Mixed Uses Meeting specific criteria:
 - 5,000 sf min. lot
 - 50' wide
 - 80% max lot coverage
 - 55' building height



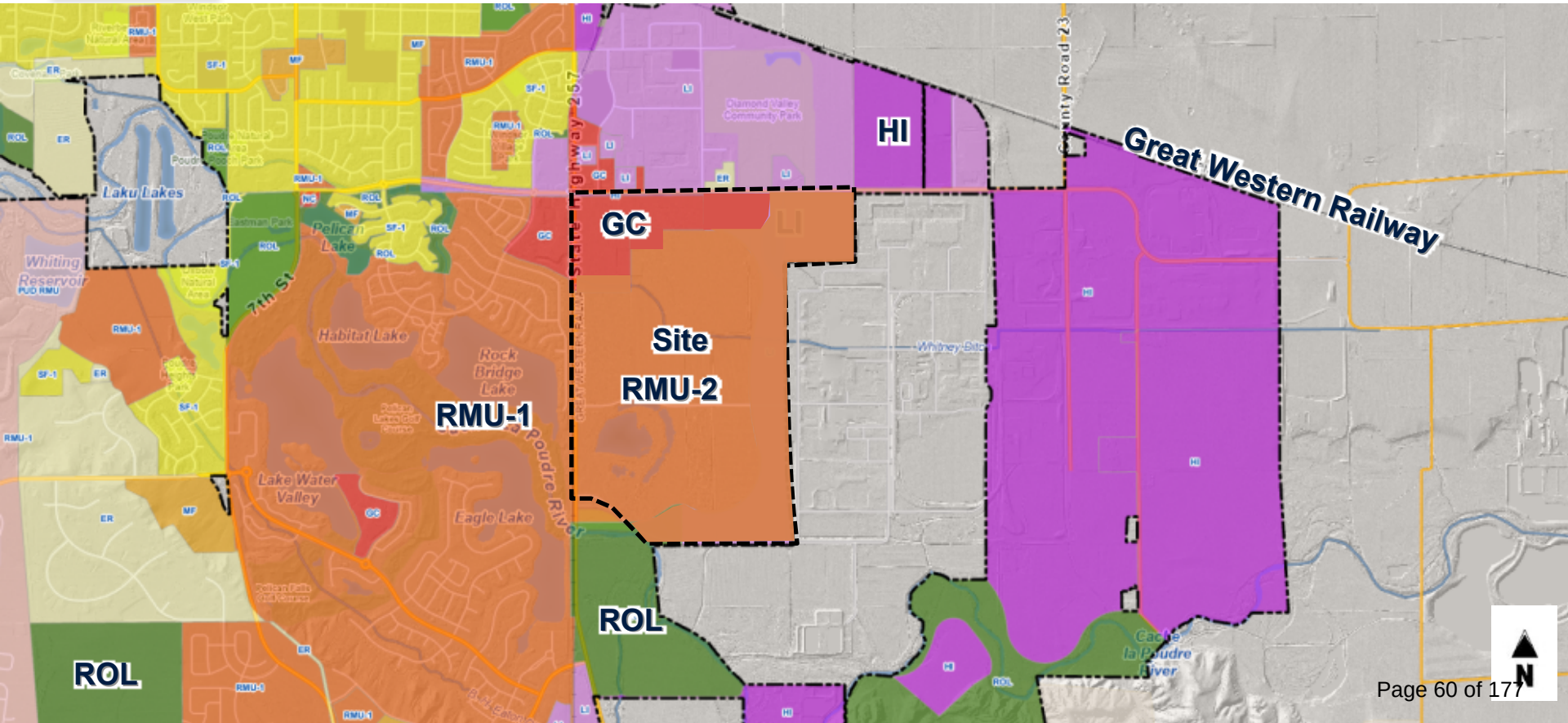
Proposed Zoning

62 acres of General Commercial (GC) allows for, but not limited to the following uses:

- Restaurants and bars
- Grocery stores
- Gas stations
- Car washes
- Commercial lodging
- Recreational facilities
- Professional offices
- Bowling alleys
- Other similar uses as defined in the Town's Code

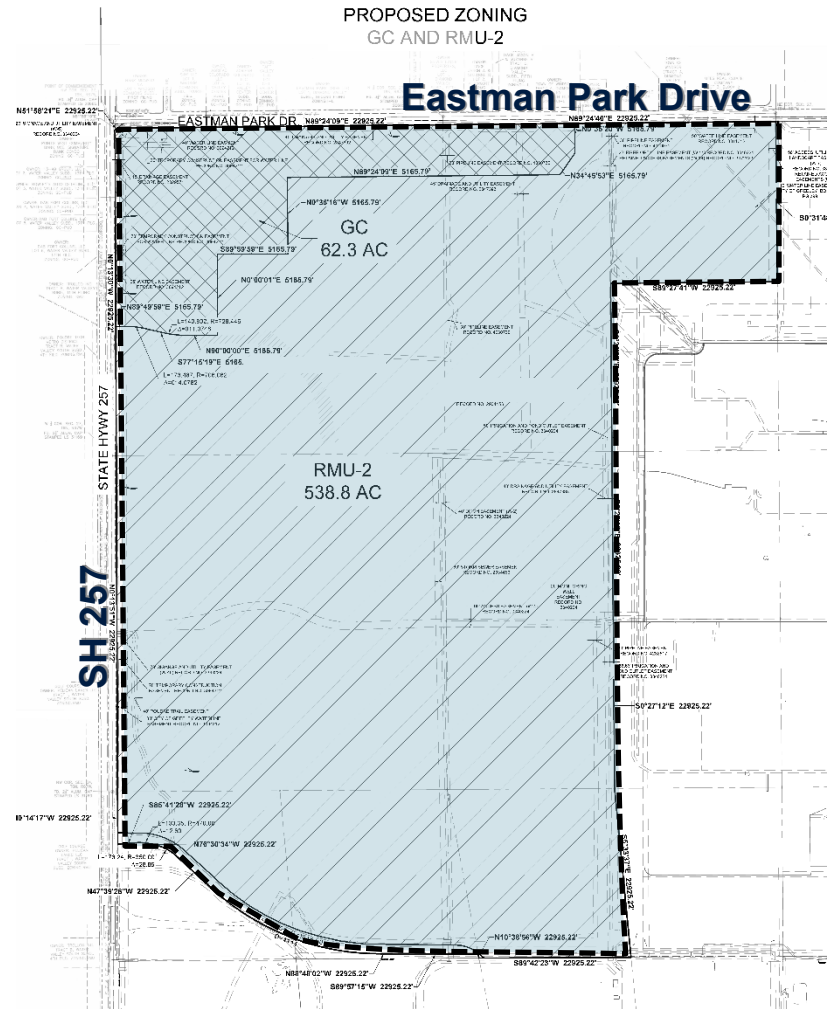


Zoning Map – Proposed Zoning





Rezone Plat





Master Plan

LAND SUMMARY CHART					
PLANNING AREAS	LAND USE / PERMITTED USES	ZONE DISTRICT	GROSS SITE ACRES	LOT SIZE	MAXIMUM HEIGHT
PA A1	General Commercial Uses as defined by Section 16-1-120c "General Commercial (GC) District" of Town of Windsor Municipal Code	GC	49.2	20,000 sf minimum	55'
PA A2	Commercial - Industrial - Residential* Uses C-J & L-DD	RMU2	24.6	5,000 sf minimum	75'
PA B1	General Commercial Uses as defined by Section 16-1-120c "General Commercial (GC) District" of Town of Windsor Municipal Code	GC	10.9	20,000 sf minimum	55'
PA B2	Commercial - Industrial - Residential* Uses C-J & L-FF	RMU2	17.8	5,000 sf minimum	75'
PA C	Commercial - Industrial - Residential* Uses C-J & L-FF	RMU2	36.6	5,000 sf minimum	75'
PA D1***	Residential Uses A - L	RMU2	20.4	Varies per RMU2	40'
PA D2***	Residential - Commercial* C-J & L-BB	RMU2	9.6	5,000 sf minimum for Commercial Varies per RMU2 for Residential	55'
PA E	Residential Uses A-L	RMU2	17.9	Varies per RMU2	40'
PA F	Residential Uses A-L	RMU2	38.6	Varies per RMU2	40'
PA G	Residential Uses A-L	RMU2	104.4	Varies per RMU2	40'
PA H1***	Residential Uses A - L	RMU2	89.8	Varies per RMU2	40'
PA H2***	Residential - Commercial* C-J & L-BB	RMU2	10.0	5,000 sf minimum for Commercial Varies per RMU2 for Residential	55'
PA I1***	Residential Uses A - L	RMU2	11.9	Varies per RMU2	40'
PA I2***	Residential - Commercial* C-J & L-BB	RMU2	1.4	5,000 sf minimum for Commercial Varies per RMU2 for Residential	55'
PA L	School Uses J-K	RMU2	10.0	-	-
AREA J, K1 & K2	Open Space**	RMU2	120.8	-	-
ROW	ROW (Internal)	RMU2	21.5	-	-
Poudre Trail Dr. ROW	ROW (Internal)	RMU2	5.6	-	-
TOTAL	Max. Residential units 2000 DU Max. 25% of gross development Commercial or Industrial		601.1		

LAND USE PLAN



PROJECT STATISTIC

GENERAL COMMERCIAL	9.9 AC
COMMERCIAL-INDUSTRIAL-RESIDENTIAL	108.4 AC
RESIDENTIAL	293.2 AC
RESIDENTIAL - COMMERCIAL	20.7 AC
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OPEN SPACE	120.7 AC
RIGHTS OF WAY - INTERNAL	28.3 AC
TOTAL	601.2 AC
MAXIMUM 2,000 RESIDENTIAL UNITS	

LEGEND

A	PRIMARY ENTRY
B	ADJACENT COMMERCIAL PROPERTY
C	ADJACENT RESIDENTIAL PROPERTY
D	NEIGHBORHOOD PARK
E	DETENTION
F	OPEN SPACE
G	EXISTING WETLANDS / POND



Amended Master Plan - Summary

- 62 acres of General Commercial
- 10 acre Weld RE-4 school site
- 120 acres open space and drainage
 - Park/playground
 - Trails
 - Open space/natural habitat areas
 - Master drainage corridor
- 408 acres of mixed residential product types
- TBD neighborhood commercial flex uses



Master Plan – Amenities

COMMUNITY BENEFITS

- Create an Opportunity for Employment with Retail, Commercial, and Light Industrial Uses.
- Maintain General Commercial Zone District Along 257 and Eastman Park Drive Intersection.
- Provide a Transition of Uses and Densities where appropriate.
- Provide a Mix of Residential Uses in a Walkable Environment with Parks and Open Space.
- Preserve & Amenitize the Existing Wetlands for Natural Open Space.
- Provide Strong Pedestrian Connections for both Internal and External to the Neighborhood.
- Provide Area for the Town's Future Regional Trail Connection along the Consolidated Law Ditch between Eastmen Park Dr. to the Poudre River Trail.
- Provide a 10 Ac Future School Site
- Aligns with the Eastman Park Drive Corridor Study.
- Emphasize Low Water / Xeric Plant Palette to Minimize Water Demand and Relate More Strongly to the High Prairie Environment.
- Improved Safety and Increased Vehicular Capacity at Intersection of State Hwy 257 and Eastman Park Dr.



Master Plan – Amenities

PROTOTYPICAL RESIDENTIAL CHARACTER





Master Plan – Amenities

PROTOTYPICAL COMMERCIAL CHARACTER





Review Criteria

- (1) The proposal complies with the ***Comprehensive Plan*** goals and objectives, this Code, the applicable Master Plan, and all other applicable adopted plans or policies.
- (2) The proposed development does not result in undue or unnecessary *burdens on the existing public infrastructure and public improvements*, or that arrangements are made to mitigate such impacts.
- (3) Density is consistent with the ***Comprehensive Plan Land Use Plan***, and applicable the utility capacity studies.
- (4) The proposal *serves a community need* or amenity that was not considered at the time of the initial zoning of the property.
- (5) The proposal shall be accompanied by a ***Master Plan*** or Site Plan that demonstrates compatibility with adjacent uses.



Comprehensive Plan

Chapter 5d – Commercial & Industrial Areas Framework Plan

Goal: *Maintain the character of the community while accommodating future growth that is fiscally and environmentally responsible.*

- Commercial property is fiscally responsible by providing opportunities for increased tax revenue, jobs and services that fill a needed void.
- The rezone of General Commercial (GC) and Residential Mixed-Use Two (RMU-2) will provide expanded opportunities for ***diverse business development*** while creating a buffered transition between established Heavy Industrial (HI) zones and the less intense General Commercial (GC) zone to the west.
- Compact development has been shown to be more environmentally responsible, as it takes less resources to construct and maintain, and it can also make alternative forms of transportation such as walking, biking, and transit more viable due the compact layout.



Relationship to the Comprehensive Plan

The application is consistent with the following goals and objectives of the Comprehensive Plan:

Chapter 5c – Residential Areas Framework Plan

Goal: *Support diverse housing and residential neighborhoods to meet the needs of varying family sizes, lifestyles, and income levels.*

- The proposed RMU-2 standards will allow for a diverse style of housing types including, single-family detached, single-family attached, and multifamily dwellings. Some single-family residential lots will also allow for accessory dwelling units (ADUs), adding another housing opportunity.
- The RMU-2 includes a variety of residential lot sizes, lot layouts, and residential type. Such variety can help meet the needs of varying family sizes, lifestyles, and income levels.



Relationship to the Comprehensive Plan

Objective 1: *Promote multi-modal connectivity to increase neighborhood access and resident mobility.*

- The proposed General Commercial/RMU-2 zones and Master Plan include multi-modal connectivity by providing trails, future road connections and a focus on pedestrian-friendly design.

Objective 2: *Utilize conservation design and traditional neighborhood design for new residential growth areas and promote overall community livability.*

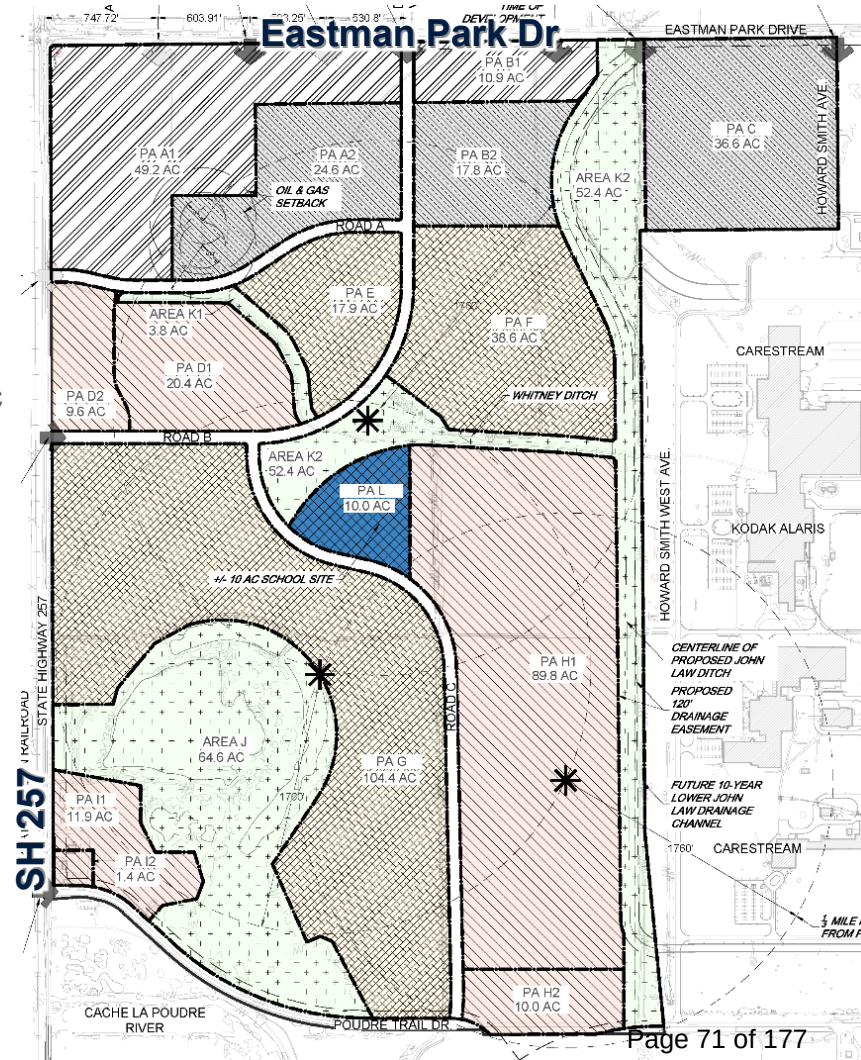
Objective 4: *Foster a diversity of housing types and sizes through coordinated land use planning and zoning.*

The rezone and master plan includes multiple planning areas, designating a range of retail uses, housing types, compatible neighborhood commercial uses, a school site, and 120 acres designated as open space.



Infrastructure

- *It is not anticipated that the proposal would create detrimental impacts to the planned transportation system.*
- The area under consideration would have similar traffic patterns
- The proposal would not change the road network from what has already been planned.
- ***Town Engineering staff has reviewed the request and the site has adequate sanitary sewer capacity.***
- ***It is anticipated that water would be available. The applicant would be responsible for bringing raw water for the project, if necessary.***
- All public improvements become necessary as a result of the proposed project, the applicant would be responsible for those improvements.





Strategic Plan Conformance

The application is consistent with the Strategic Plan, particularly the following:

- **Infrastructure** – Internal future road connections between SH 257 and Eastman Park Drive and extension of water and sewer utilities are proposed with the Master Plan.
- **Quality of Life** – A 10-acre school site, open space, parks and a regional trail connection are proposed with the Master Plan.
- **Downtown** – The site is approximately one mile to two miles to downtown and additional homes in the area may increase demand for investment and businesses downtown.



Conformance Summary

The application is consistent with the following elements of the Strategic Plan:

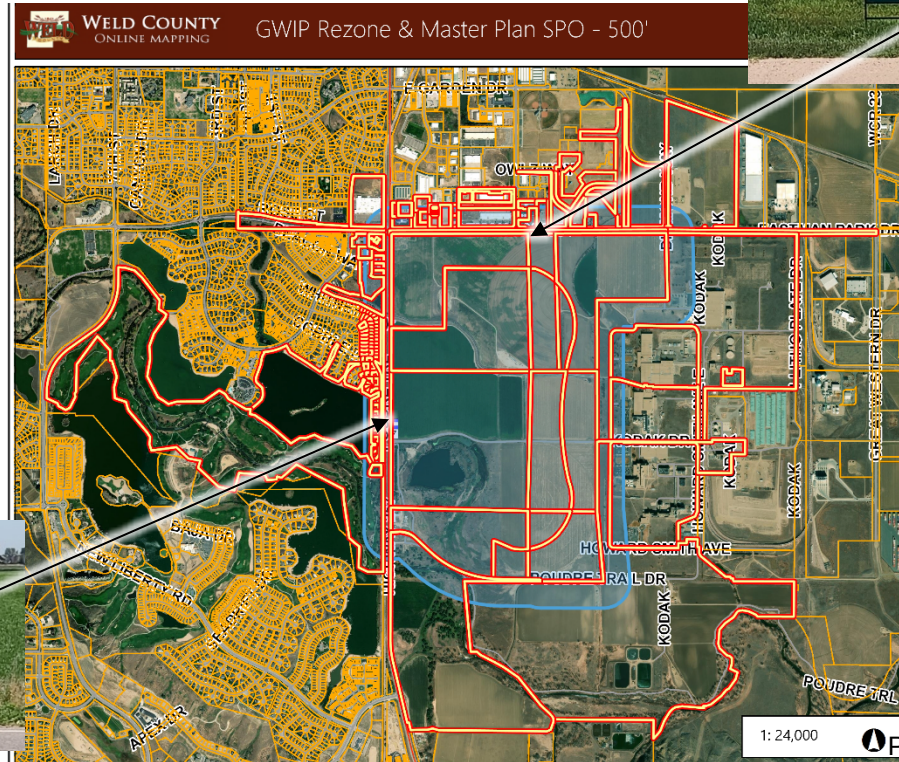
- **Vibrant & Healthy Economy** – This land use designation will support the goal of providing a *viable, stable, diverse, and strategic* economic base which supports the needs and enhances the lifestyles of those living and working in our community.
- **Infrastructure** – The Town’s Engineering staff have reviewed the request and *adequate capacity* is available for light industrial development in this area.
- **Goals:**
 - Promotes *business diversification* in the community
 - Attracts *balanced commercial development* that will sustain the future of Windsor
 - Support the priorities in this area - *economic sustainability and vibrancy, infrastructure*.



Public Hearing Notification

The following notifications were completed in accordance with the Municipal Code as follows:

- July 27, 2022 – notice sent to property owners within 500 feet
- July 29, 2022– legal ad published in newspaper
- July 29, 2022– legal ad posted on the Town's website
- July 26, 2022 - Sign posted on property





Recommendations: Rezone & Master Plan

Staff requests that the Planning Commission forward to the Town Board a recommendation of ***approval*** of the rezoning petition and ordinance, subject to any outstanding Planning Commission and staff comments being addressed.

Staff requests that the Planning Commission forward to the Town Board a recommendation of ***approval*** of the master plan amendment, subject to the approval of the rezone, and any outstanding Planning Commission and staff comments being addressed.



Record

Staff requests that the following be entered into the record:

- Rezoning Application Materials
- Master Plan Amendment
- Staff memorandum and supporting documents
- Public hearing testimony
- Recommendations (Rezone & Master Plan Amendment)



Review Criteria - Rezone

- 1) The proposal complies with the Comprehensive Plan's goals and objectives, this Code, the applicable Master Plan, and all other applicable adopted plans or policies.
- 2) The proposed development does not result in undue or unnecessary burdens on the existing public infrastructure and public improvements, or that arrangements are made to mitigate such impacts.
- 3) Density is consistent with the Comprehensive Plan Land Use Plan, and applicable the utility capacity studies.
- 4) The proposal serves a community need or amenity that was not considered at the time of the initial zoning of the property.
- 5) The proposal shall be accompanied by a Master Plan or Site Plan that demonstrates compatibility with adjacent uses.



Review Criteria - Master Plan

- 1) Consistency with Comprehensive Plan
- 2) The proposed development does not result in undue or unnecessary burdens on the existing public infrastructure and public improvements
- 3) Density is consistent with the subject zone district, Comprehensive Plan Land Use Plan, and applicable the utility capacity studies.
- 4) Transportation improvements are consistent with the following:
 - Roadway Improvement Plan
 - Subdivision street standards
 - Design Criteria and Construction Specifications
 - Transportation Master Plan
 - Trails Plan
 - Complete Streets Guide.
- 5) Capability of utilities to serve the development.
- 6) The proposal shall demonstrate compatibility with adjacent uses.



MEMORANDUM

Date: August 17, 2022
To: Planning Commission
From: David Eisenbraun, Senior Planner
Re: Recommendation to Town Board - Request to Rezone from Light Industrial (LI), Heavy Industrial (HI) and Residential Mixed Use One (RMU-1) to General Commercial (GC) and Residential Mixed Use Two (RMU-2) for the Great Western Industrial Park Second Annexation - 2nd Amendment, Dean Brown Applicants Representative
Item #: B.4.

Background / Discussion:

Please see public hearing item

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

Staff requests that the Planning Commission forward to the Town Board a recommendation of approval of the rezoning petition and ordinance, subject to any outstanding Planning Commission and staff comments being addressed.

CC:

Attachments:



MEMORANDUM

Date: August 17, 2022
To: Planning Commission
From: David Eisenbraun, Senior Planner
Re: Recommendation to Town Board - Request for a Master Plan Amendment for the Great Western Industrial Park Second Annexation - 2nd Amendment, Dean Brown Applicants Representative
Item #: B.5.

Background / Discussion:

Please see public hearing item.

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

Staff requests that the Planning Commission forward to the Town Board a recommendation of approval of the master plan amendment, subject to the approval of the rezone, and any outstanding Planning Commission and staff comments being addressed.

CC:

Attachments:



MEMORANDUM

Date: August 17, 2022
To: Planning Commission
From: Kimberly Lambrecht
Planner II
Re: Public Hearing – Request to Rezone from General Commercial (GC) to Residential Mixed Use One (RMU-1) in the Fossil Creek Ranch Subdivision and a Master Plan Amendment for the Fossil Creek Meadows Annexation – Horton Feedlots, Inc., Owner – John Beggs, Russell+Mills Studios, Applicant's Representative
Item #: B.6.

Background / Discussion:

Proposal

The applicant, Horton Feedlots, Inc., represented by Mr. John Beggs of Russel+Mills Studios and Ms. Mary Wohnrade of Wohnrade Civil Engineers, has submitted a rezoning application to rezone a portion of the existing General Commercial (GC) zone district (21.82 acres) to the Residential Mixed Use One (RMU-1) zone district in the Fossil Creek Ranch Subdivision, and to amend the approved Fossil Creek Meadows Master Plan to compliment the rezone. These applications are running concurrently and will be presented together.

Background

The subject property was annexed into the Town in 2002, under the name of Fossil Creek Meadows Annexation. The Fossil Creek Meadows Annexation established zoning for the property - General Commercial (GC) to the west of the proposed north-south collector road (on the east side of Interstate 25) and Residential Mixed Use One (RMU-1) on the east side of the proposed north-south collector road. Concurrent with the annexation and establishment of zoning, the property was also master planned as the Fossil Creek Meadows Master Plan which was subsequently amended in 2006.

Development has begun to occur at Fossil Creek Ranch, with the First and Second Filings being approved in 2020, developing 260 single family lots. A proposal for the 3rd Filing is currently under review, and is the catalyst for the rezone and master plan amendment applications.

Rezone Proposal

The rezone proposal intends to rezone approximately 21.86 acres of General Commercial (GC) zoned land to Residential Mixed Use One (RMU-1) due a realignment of the proposed north-south collector road which no longer coincides with the zoning line, leaving approximately 41.24 acres of commercial zoning.

While working through design options for the Fossil Creek Ranch 3rd Filing, the applicant revisited the original alignment/geometry of the north-south collector road and found it to be negatively impacting ditch crossings and wetlands, and creating unusable parcels of both commercial and residential land. By realigning the road, and shifting it slightly to the west, feasible ditch crossings have been created, and better defined / developable parcels of land have been formed.

Although the amount of commercially zoned land is being reduced, the land that remains will front onto the north-south collector road, can be formed into developable lots, and remains adjacent to the Interstate 25 corridor.

With this proposal, the zoning boundary will follow the road alignment, which is a typical form of delineation for zoning lines.

Rezone Review Criteria

1. The proposal complies with the **Comprehensive Plan** goals and objectives, this Code, the applicable Master Plan, and all other applicable adopted plans or policies.

Chapter 5c – Residential Areas Framework Plan

Goal: Support diverse housing and residential neighborhoods to meet the needs of varying family sizes, lifestyles and income levels.

Chapter 5d – Commercial & Industrial Areas Framework Plan

Goal: Maintain the character of the community while accommodating future growth that is fiscally and environmentally responsible.

This proposal is based on the evolution of site design at Fossil Creek Ranch and is working towards maximizing both commercial and residential development opportunities while minimizing impacts to wetlands and the ditch/drainage infrastructure.

2. The proposed development does not result in undue or unnecessary **burdens on the existing public infrastructure and public improvements**, or that arrangements are made to mitigate such impacts.

- It is not anticipated that the proposal would create detrimental impacts to the planned transportation system.
- The area under consideration has been included in the residential density for the overall development
- The proposal does not change the general road configuration from what has already been planned.
- The applicant has a 'will serve' letter from the FCLWD / SFCSD
- The developer will be responsible for infrastructure improvements.

3. Density is consistent with the **Comprehensive Plan Land Use Plan**, and applicable utility capacity studies.

This proposal is in general conformance with the Land Use Map and utility capacities.

- Line between Neighborhood & General Commercial and Residential Mixed Use may need to be adjusted as part of a map housekeeping effort.
- There are no changes being proposed that will impact previously approved densities and infrastructure.

4. The proposal serves a *community need* or amenity that was not considered at the time of the initial zoning of the property.

The notion of community need was addressed in the original annexation and master plan. The proposed rezone and master plan amendment is not intended to change those original land use designations. Rather, they serve to fine tune the original concepts to exist more in concert with the existing site opportunities and constraints.

5. The proposal shall be accompanied by a **Master Plan** or Site Plan that demonstrates compatibility with adjacent uses.

- A Master Plan Amendment has been submitted with the Rezone application (see discussion below).
- The proposed Rezone does not change the overall intent of the approved Master Plan.

Master Plan Amendment Proposal

The development standards from the approved Fossil Creek Meadows Master Plan are not being impacted or changed by the proposed amendment.

As a refresher, the Master Plan outlines uses as follows:

- 834 dwelling units (maximum)
 - The new road alignment allows for clustering density while preserving ditches, drainage ways and open space.
- 40 acres open space and drainage
 - Natural area park
 - Trails
 - Open space/natural habitat areas
 - Master drainage corridor
- Mix of residential product types
- Neighborhood commercial uses allowed within the RMU-1 zone district
- General Commercial development

The amendment is being presented to show a realigned north-south collector road that has come to be as a result of more in-depth design work being done, as the westerly half of the Fossil Creek Ranch site is queued up for development.

Master Plan Review Criteria

1. Consistency with the Comprehensive Plan
2. The proposed development does not result in undue or unnecessary burdens on the existing public infrastructure and public improvements
3. Density is consistent with the subject zone district, Comprehensive Plan Land Use Plan, and applicable the utility capacity studies.
4. Transportation improvements are consistent with the following:
 - Roadway Improvement Plan
 - Subdivision street standards
 - Design Criteria and Construction Specifications
 - Transportation Master Plan
 - Trails Plan
 - Complete Streets Guide.
5. Capability of utilities to serve the development – FCLWD / SFCSD ‘will serve’ letter
6. The proposal shall demonstrate compatibility with adjacent uses.

It is important to note the similarities in the review criteria for a rezone and master plan amendment, which supports the complimentary nature of the rezone and master plan amendment requests.

Please refer to the previous rezone discussion above.

Notification - Neighborhood Meeting

As required by the Municipal Code for a rezoning application, the applicant held a neighborhood meeting on May 12, 2021 via phone and screensharing. A summary of the neighborhood meeting is

attached.

Notification – Public Hearing

The following notifications were completed in accordance with the Municipal Code as follows:

- July 26, 2022– legal ad posted on the Town’s website
- July 26, 2022 - sign posted on property
- July 28, 2022 – notice sent to property owners within 500 feet
- July 29, 2022 – legal ad published in newspaper

Financial Impact:

Rezone and Master Plan Amendment applications are not for development purposes, but for planning future infrastructure. Future Subdivision land use applications will further identify unique developer obligations and provide specific information regarding public infrastructure improvements and the potential financial impacts.

Relationship to Strategic Plan:

Town of Windsor Mission:

To promote community and hometown pride through sustainable, excellent and equitable delivery of services in a fiscally responsible manner.

The rezone and associated master plan amendment are based on fine-tuning the site to be able to develop the usable commercial and residential land more efficiently while mitigating impacts to the existing natural areas, wetlands and drainage/ditch network.

Recommendation:

Staff requests that the Planning Commission forward to the Town Board a recommendation of approval of the Fossil Creek Ranch Rezone subject to any outstanding staff and Planning Commission comments being addressed.

Staff requests that the Planning Commission forward to the Town Board a recommendation of approval of the Fossil Creek Meadows Master Plan Amendment subject to any outstanding staff and Planning Commission comments being addressed; and subject to approval of the rezoning.

CC:

Scott Ballstadt, Director of Planning

Carlin Malone, Chief Planner

Attachments:

1. Fossil Creek Ranch Rezone Application
2. Fossil Creek Ranch Rezone Map
3. Fossil Creek Ranch Rezone Petition
4. Fossil Creek Ranch Rezone Neighborhood mtg summary
5. Fossil Creek Ranch REZONE Ordinance_DRAFT
6. Fossil Creek Meadows MP Amendment Application
7. Fossil Creek Meadows MP Amendment Drawings
8. Fossil Creek Meadows MP AMEND Resolution_DRAFT
9. Fossil Creek Ranch Rezone-MP Amend Staff Presentation



APPLICATION PACKET REZONING

The following checklist is intended to provide an outline for applicants to ensure a complete submittal and to avoid processing delays due to inadequate information. Land use applications shall include all items listed in the following checklist. If an item is not checked as included in the submittal, a detailed narrative statement outlining reasons why the item has not been submitted shall be included. Lack of such statement or required item shall constitute an incomplete submittal and shall be rejected by the Town. Please review Article V of Chapter 16 of the [Town of Windsor Municipal Code](#) for complete application and procedural requirements.

APPLICATION SUBMITTAL REQUIREMENTS:

1

Planning Department Checklist	Applicant Checklist	
☐	☒	Completed checklist. Items not checked are explained in the narrative
☐	☒	Completed Land Use Application (attached)
☐	☒	Application fee consistent with the Town of Windsor Fee Schedule
☐	☒	A completed rezoning petition and justification statement
☐	☒	A deed or legal instrument identifying the applicant's interest in the property
☐	☒	All required drawings and supportive information per the Municipal Code
☐	☒	All submittals shall follow the Town's Submittal Requirements and File Naming Conventions available from the Planning Department

REZONING MAP REQUIREMENTS:

2

Planning Department Checklist	Applicant Checklist	
☐	☒	Drawing dimensions shall be twenty-four by thirty-six (24x36) inches. All drawings shall be made with an engineer's scale, minimum scale to be one (1) inch represents one hundred (100) feet
☐	☒	Date of preparation, the scale, a symbol designating true north and zoning
☐	☒	Vicinity map
☐	☒	Legal description (<i>township, range, section, lot, block, subdivision</i>)
☐	☒	Each ownership within and adjacent to the property
☐	☒	Existing and proposed zoning classification
☐	☒	Applicant revisions block (<i>includes fields for date, initials, description</i>)
☐	☒	Appropriate certification blocks as provided by the Planning Department
☐	☒	A description of all developed on-site property, including its use and total acreage
☐	☒	The location and dimensions of all existing and proposed easements and rights-of-way



APPLICATION PACKET

LAND USE APPLICATION

1 The Town of Windsor Planning Department reserves the right to reject incomplete submittals, per the application checklist and Municipal Code requirements for all applications. Please submit completed application and materials to planningtechs@windsorgov.com. Staff will review the submittal and advise you of its completeness for processing.

2

<u>APPLICATION TYPE:</u>	<u>SUBTYPE:</u>
☐ Annexation	(for Major Subdivisions and Site Plans only)
☐ Master Plan	☐ Preliminary
☒ Rezoning	☐ Final
☐ Minor Subdivision	☐ Qualified Commercial/Industrial
☐ Lot Line Adjustment	☐ Administrative
☐ Major Subdivision	
☐ Site Plan	

Project Name*: Fossil Creek Ranch - Rezone

Legal Description*: A tract of land located in the south half of the south east quarter of section 10 and the east half of section 15, township 6 north, range 68 west of the 6th p.m., Town of Windsor, County of Larimer, State of Colorado

Address/Location*:

Existing Zoning: GC/RMU **Proposed Zoning:** GC/RMU

Acres/Square Feet: 41.22 Acres **Number of Dwelling Units:** NA

3

OWNER:

Name(s)*: Horton Feedlots, Inc.

Company:

Address*: P.O. Box 517, Eaton, CO 80615

Phone #*: 970-420-3000 Email*:

APPLICANT (Owner or Owner's Representative):

Name*: John Beggs

Company: Russell + Mills Studios

Address*: 506 S. College, Unit A

Phone #*: 970-484-8855 Email*: jbeggs@russellmillsstudios.com

AUTHORIZED REPRESENTATIVE:

Name:

Company:

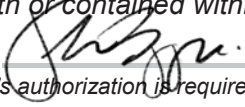
Address:

Phone #: Email:

4

All correspondence will only be sent to those listed above. It is the sole responsibility of those listed to distribute correspondence to other applicable parties.

I hereby depose and state under the penalties of perjury that all statements, proposals, and/or plans submitted with or contained within the application are true and correct to the best of my knowledge.

Signature:  **Date:** 2-12-21

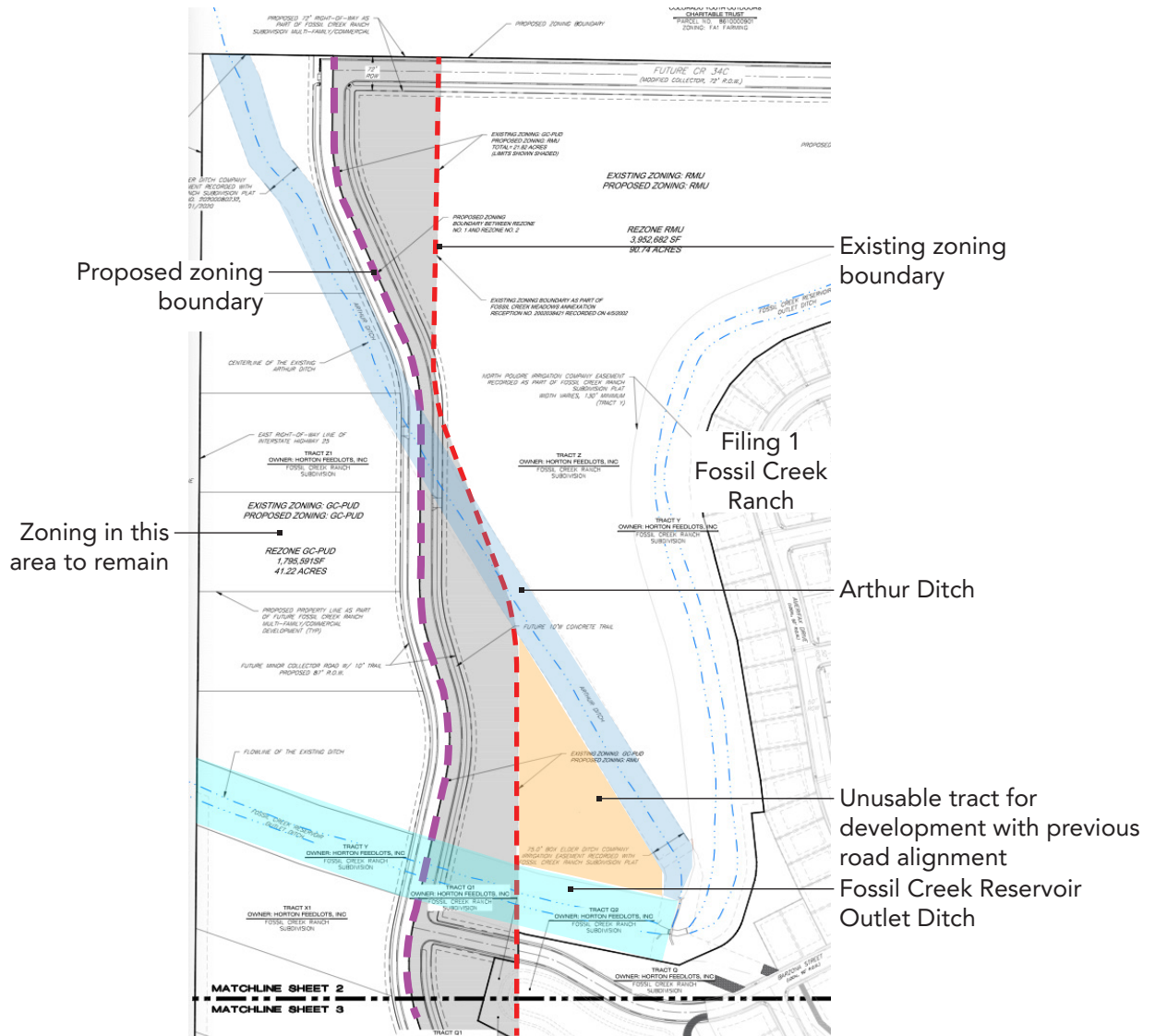
(Proof of owner's authorization is required with submittal if signed by Applicant)

Print Name: John Beggs

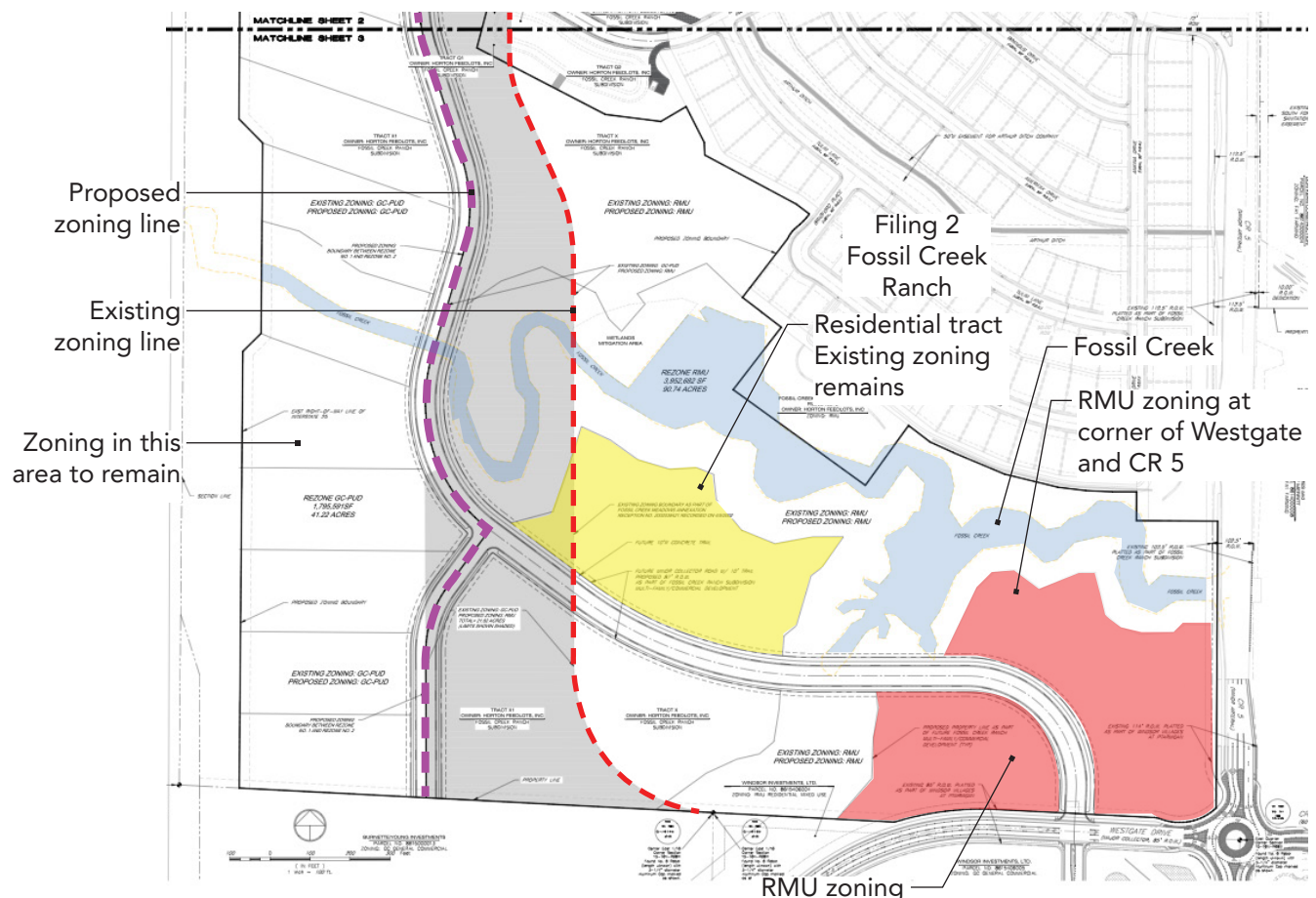
FOSSIL CREEK RANCH REZONE JUSTIFICATION - FEBRUARY 2021

The proposed rezone justification has been submitted for the Fossil Creek Subdivision for various reasons listed below:

- After designing Filing 1 and 2 of the single-family portion of the development and coordinating with the associated ditch companies that are intertwined through the site it became apparent that the ditches would dictate the majority of the geometry for the road network within the single family area as well as the general commercial and remaining RMU area allocated within the subdivision. For this reason, the future collector road that was loosely identified and studied on the previous plans needed to be adjusted. This in turn caused the need to update the zoning boundary loosely outlined on the previous plans. The image below shows the existing zoning and the updated zoning line. This would be an appropriate delineation of the zoning along the centerline of the future collector road. The image below shows this adjustment in the northern portion of the future/remaining RMU zone and GC-PUD area adjacent to I-25.



- The second reason for the rezone justification and the realignment of the collector road is to create more usable development areas adjacent to the existing ditches. As shown on the image above the orange area represents an area that was delineated as a tract for development in the previous development documents. This area is not feasible for development due to its awkward shape that creates issues for access, stormwater and general building layout.
- The image also shows the lots adjacent to I-25 will not change from commercial to residential. The general area will remain the same, some minor reductions in SF for these lots is what has changed due to the road realignment.
- The road realignment both in the north and south areas also would create more feasible crossings over the Arthur Ditch, Fossil Creek Reservoir Outlet Ditch and also the Fossil Creek area in the southern portion of the subdivision. The previous alignment was showing an unrealistic crossing for each of these natural features.



- Other deficiencies with the previous plan created unusable tracts in the southern portion of the subdivision as well.
- Road alignment to the planned (and now built) Westgate Drive were not well thought out and would have created an awkward connection and non-conforming road geometry.

For the following reasons listed above we would ask for the rezone application for the Fossil Creek Ranch subdivision to be approved.

Legal Description of Property

A parcel of land located in the South Half of the Southeast Quarter of Section 10 and the Northeast Quarter of Section 15, both in Township 6 North, Range 68 West of the 6th Principal Meridian, Town of Windsor, County of Larimer, State of Colorado being more particularly described as follows:

Considering the North line of the South Half of the Southeast Quarter of said Section 10 as bearing North 89°07'49" West and with all bearings contained herein relative thereto:

COMMENCING at the Northeast corner of the South Half of the Southeast Quarter (South 1/16 corner) of said Section 10; thence along the North line of the South Half of the Southeast Quarter of said Section 10 North 89°07'49" West 895.86 feet to the TRUE POINT OF BEGINNING; thence departing said North line South 00°52'11" West 61.91 feet; thence South 00°52'11" West 104.39 feet; thence South 00°52'25" West 60.00 feet; thence South 05°55'09" West 51.62 feet; thence South 15°39'15" West 51.59 feet; thence South 25°22'26" West 51.61 feet; thence South 35°32'27" West 51.59 feet; thence South 42°07'09" West 20.01 feet; thence South 49°05'57" West 51.58 feet; thence South 58°59'17" West 51.58 feet; thence South 68°05'17" West 54.59 feet; thence South 69°45'32" West 60.00 feet; thence South 71°06'01" West 60.02 feet; thence South 68°32'34" West 66.19 feet; thence South 56°28'03" West 73.33 feet; thence South 43°39'21" West 73.34 feet; thence South 30°44'34" West 73.35 feet; thence South 17°52'50" West 73.35 feet; thence South 05°01'05" West 73.35 feet; thence South 07°50'17" East 73.28 feet; thence South 16°45'02" East 60.06 feet; thence South 14°13'35" East 30.00 feet; thence South 15°01'07" East 179.82 feet; thence South 09°25'56" East 298.13 feet; thence South 06°24'25" East 66.09 feet; thence South 84°06'20" West 26.24 feet; thence South 05°53'40" East 92.70 feet to the beginning of a tangent curve concave to the West, having a central angle of North 22°54'50" East and a radius of 145.00 feet, the long chord of which bears South 05°33'45" West 57.60 feet; thence Southwesterly along the arc of said curve 57.99 feet; thence tangent from said curve South 17°01'10" West 79.69 feet to a point on a curve concave to the Northwest, having a central angle of North 47°49'38" East and a radius of 94.02 feet, the long chord of which bears South 42°00'45" West 76.22 feet; thence Southwesterly along the arc of said curve 78.48 feet; thence tangent from said curve South 65°55'34" West 89.88 feet; thence North 78°39'00" West 331.09 feet; thence North 72°40'22" West 13.36 feet; thence South 00°03'34" East 64.55 feet; thence North 77°25'47" West 50.61 feet; thence South 14°56'48" West 136.91 feet; thence South 62°35'10" East 361.85 feet; thence South 82°44'32" East 140.26 feet; thence North 59°38'31" East 73.58 feet; thence South

26°46'08" East 100.66 feet; thence South 02°16'34" East 31.15 feet; thence South 61°46'01" East 260.89 feet; thence South 52°42'08" East 40.29 feet to a point on a curve concave to the Northwest, having a central angle of North 14°11'26" East and a radius of 184.83 feet, the long chord of which bears South 44°20'37" West 45.66 feet; thence Southwesterly along the arc of said curve 45.78 feet to the beginning of a tangent curve concave to the Southeast, having a central angle of North 27°21'00" East and a radius of 79.17 feet, the long chord of which bears South 37°45'50" West 37.43 feet; thence Southwesterly along the arc of said curve 37.79 feet; thence non-tangent from said curve South 37°37'22" West 184.51 feet; thence South 52°24'25" East 59.96 feet; thence South 52°22'38" East 62.50 feet; thence South 37°37'22" West 196.92 feet; thence South 54°05'08" East 408.22 feet; thence North 35°52'01" East 184.84 feet; thence South 52°22'38" East 67.15 feet; thence South 65°34'19" East 65.71 feet; thence South 67°09'01" East 136.64 feet; thence South 76°07'21" East 138.01 feet; thence South 83°03'06" East 71.90 feet; thence South 87°29'58" East 64.72 feet; thence South 89°40'19" East 61.81 feet; thence South 00°19'41" West 71.97 feet; thence South 89°40'19" East 203.46 feet to a point on the West right of way of Larimer County Road 5; thence along said West right of way South 00°19'33" West 717.48 feet to a point on a curve concave to the Northwest, having a central angle of 64°00'55" and a radius of 132.00 feet, the long chord of which bears South 78°33'54" West 139.93 feet; thence departing said West right of way and Southwesterly along the arc of said curve 147.48 feet to the beginning of a tangent curve concave to the Southwest, having a central angle of 17°36'45" and a radius of 60.00 feet, the long chord of which bears North 78°14'01" West 18.37 feet; thence Northwesterly along the arc of said curve 18.44 feet; thence tangent from said curve North 87°02'23" West 394.23 feet to the beginning of a tangent curve concave to the South, having a central angle of 19°58'07" and a radius of 745.00 feet, the long chord of which bears South 82°58'33" West 258.33 feet; thence Southwesterly along the arc of said curve 259.65 feet to a point on the South line of the Northeast Quarter of said Section 15; thence non-tangent from said curve and along said South line North 87°01'33" West 1642.19 feet, more or less, to a point on the East right of way of Interstate 25; thence departing said South line and along said East right of way of Interstate 25 the following seven (7) courses and distances: North 00°29'36" East 1092.34 feet; thence North 45°29'36" East 63.64 feet; thence North 00°29'36" East 476.47 feet; thence North 44°30'24" West 84.85 feet; thence North 00°29'36" East 657.43 feet; thence North 00°29'47" East 235.10 feet; thence North 00°27'06" East 1316.14 feet to a point on the North line of the South Half of the Southeast Quarter of said Section 10; thence departing said East right of way and along said North line South 89°07'49" East 1615.61 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 5,748,273 square feet (131.96 acres), more or less, and is subject to all existing easements and or rights of way of record.

SPECIFICALLY EXCLUDING all rights, title, and interest of Grantor in and to (i) the Spring Canyon Waste Way Ditch, and the water rights pertaining thereto; (ii) the Box Elder Ditch and shares in the Box Elder Ditch Company, and the water rights pertaining thereto; and (iii) any and

all water rights appurtenant to the land conveyed by HORTON FEEDLOTS, INC. to FORESTAR (USA) REAL ESTATE GROUP INC. by Special Warranty Deed dated September 30, 2020.

FOSSIL CREEK RANCH SUBDIVISION REZONING MAP

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10 AND THE EAST HALF OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF WINDSOR, COUNTY OF LARIMER, STATE OF COLORADO

ACKNOWLEDGEMENT OF OWNERSHIP INTEREST:

Know all men by these presents that the undersigned, being all the owners, lienholders, and holders of any ownership interest as defined by the Town of Windsor, of the land described hereon, have caused such land to be rezoned as indicated on this plat. The within rezoning plat is submitted in accordance with the Windsor Municipal Code. It is hereby acknowledged that all construction, use and development of this property will be in strict accordance with this rezoning plat. It is further acknowledged that deviation from this rezoning plat without the express written consent of the Town of Windsor may result in revocation of the Town's approval of the rezoning plat, denial of building permits, refusal to issue certificates of occupancy, injunctive relief prohibiting use of the property and other remedies available to the Town under the Windsor Municipal Code and other applicable laws of the State of Colorado.

Know laid out and rezoned under the name Fossil Creek Ranch Subdivision Rezoning Map

In witness whereof, we have hereunto set our hands and seals this the _____ day of _____, 2021.

Owner _____

State of _____ }
County of _____ } ss

The foregoing instrument was acknowledged before me by, _____ as _____ of this _____ day of _____, 2020.

Witness my Hand and Official Seal

My commission expires: _____.

Notary Public

DEVELOPER/APPLICANT:

Horton Feedlots, Inc.
P.O. Box 517
Eaton, CO 80615
(970) 420-3000

PLANNER/LANDSCAPE ARCHITECT:

Russell + Mills Studios
141 South College Avenue, Suite 104
Fort Collins, Colorado 80524
(970) 484-8855

SITE ENGINEER:

Wohnrade Civil Engineers, Inc.
11582 Colony Row
Broomfield, Colorado 80021
(720) 259-0965

SURVEYOR:

Intermill Land Surveying, Inc.
1301 North Cleveland Avenue
Loveland, Colorado 80537
(970) 669-0516

ENGINEERING DEPARTMENT APPROVAL:

Approved this the _____ day of _____, 2020

Deputy Director of Engineering

PLANNING COMMISSION APPROVAL:

Approved this the _____ day of _____, 2020

Chairman
Windsor Planning Commission

PLANNING DEPARTMENT APPROVAL:

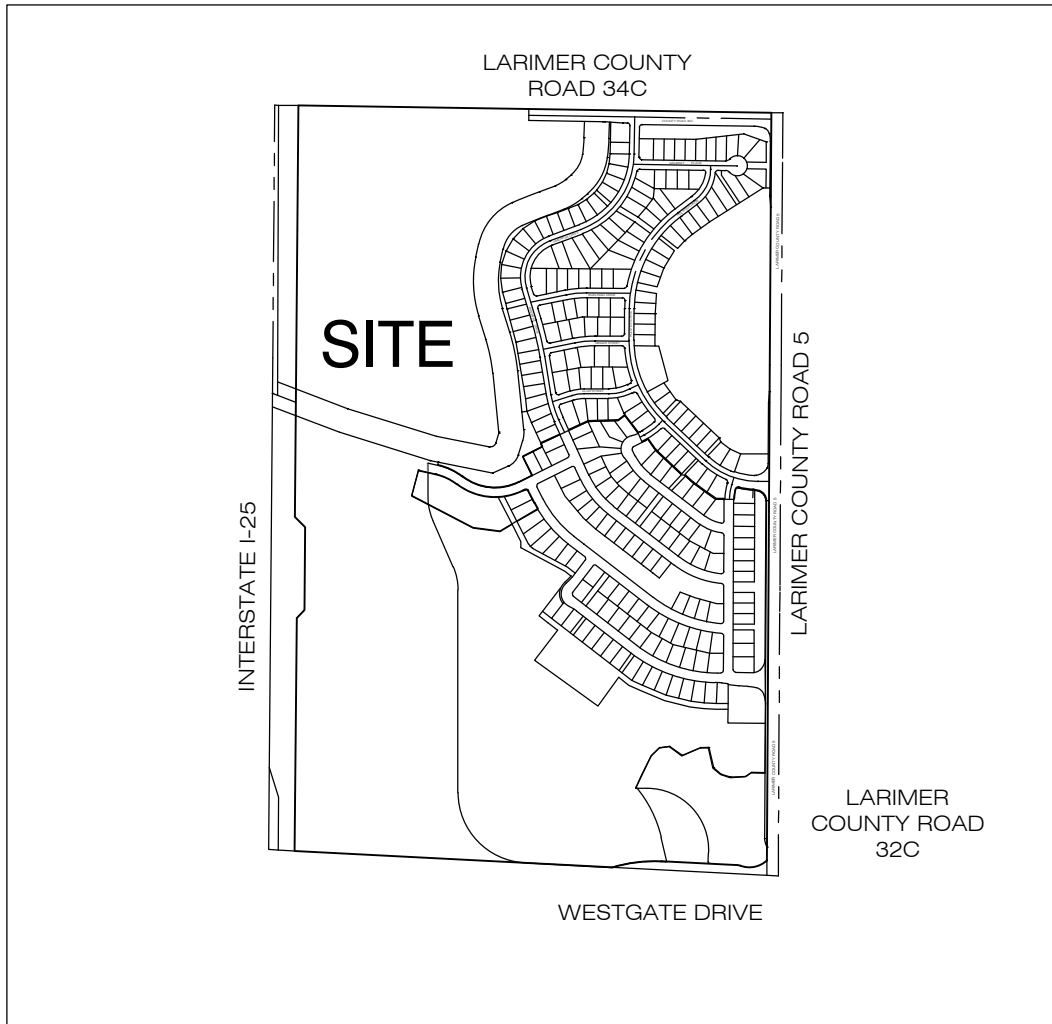
Approved this the _____ day of _____, 2020

Director of Planning

MAYOR'S CERTIFICATE:

This is to certify that a rezoning map of the property described herein was approved by Ordinance No. _____ of the Town of Windsor passed and adopted on the _____ day of _____, 20____, A.D. and that the Mayor of the Town of Windsor, is authorized by said ordinance, hereby acknowledges and adopts the said rezoning map upon which this certificate is endorsed for all purposes indicated thereon.

Mayor _____ ATTEST: _____
Town Clerk



VICINITY MAP
Scale - 1" = 1000'

PROPERTY DESCRIPTIONS:

Fossil Creek Ranch Subdivision Rezone GC Zoning

A plat of a parcel of land located in the South Half of the Southeast Quarter of Section 10 and the Northeast Quarter of Section 15, both in Township 6 North, Range 68 West of the 6th Principal Meridian, Town of Windsor, County of Larimer, State of Colorado being more particularly described as follows:

Considering the North line of the South Half of the Southeast Quarter of said Section 10 as bearing North 89°07'49" West and with all bearings contained herein relative thereto:

COMMENCING at the Northeast corner of the South Half of the Southeast Quarter (South 1/16 corner) of said Section 10; thence along the North line of the South Half of the Southeast Quarter of said Section 10 North 89°07'49" West 2237.40 feet to the TRUE POINT OF BEGINNING; thence continuing along said North line North 89°07'49" West 274.08 feet, more or less, to a point on the East right of way of Interstate 25; thence departing said North line and along said East right of way of Interstate 25 the following seven (7) courses and distances: thence South 00°27'06" West 1316.14 feet; thence South 00°29'47" West 235.10 feet; thence South 00°29'36" West 65°43' feet; thence South 44°30'24" East 84.85 feet; thence South 00°29'36" West 476.47 feet; thence South 45°29'36" West 63.64 feet; thence South 00°29'36" West 1092.34 feet to a point on the South line of the Northeast Quarter of said Section 15; thence departing said East right of way of Interstate 25 and along said South line South 87°01'33" East 468.81 feet; thence departing said South line of the Northeast Quarter of Section 15 North 00°10'24" West 363.03 feet to the beginning of a tangent curve concave to the East, having a central angle of 36°49'48" and a radius of 275.00 feet, the long chord of which bears North 18°14'30" East 173.74 feet; thence Northeasterly along the arc of said curve 176.77 feet; thence tangent from said curve North 36°39'24" East 177.17 feet to the beginning of a tangent curve concave to the East, having a central angle of 70°17'56" and a radius of 400.00 feet, the long chord of which bears North 18°11'38" West 460.57 feet; thence Northwestery along the arc of said curve 490.78 feet; thence tangent from said curve North 16°57'20" East 262.29 feet to the beginning of a tangent curve concave to the West, having a central angle of 34°49'57" and a radius of 400.00 feet, the long chord of which bears North 00°27'39" West 239.45 feet; thence Northwestery along the arc of said curve 243.18 feet; thence tangent from said curve North 17°52'37" West 287.83 feet to the beginning of a tangent curve concave to the East, having a central angle of 30°26'50" and a radius of 400.00 feet, the long chord of which bears North 02°39'12" West 210.07 feet; thence Northwestery along the arc of said curve 212.56 feet; thence tangent from said curve North 16°57'20" East 262.29 feet to the beginning of a tangent curve concave to the West, having a central angle of 29°07'16" and a radius of 400.00 feet, the long chord of which bears North 01°59'25" West 201.12 feet; thence Northwestery along the arc of said curve 203.30 feet; thence tangent from said curve North 16°33'03" West 105.23 feet to the beginning of a tangent curve concave to the East, having a central angle of 16°59'47" and a radius of 400.00 feet, the long chord of which bears North 08°03'10" West 118.22 feet; thence Northwestery along the arc of said curve 118.66 feet; thence tangent from said curve North 00°26'44" East 350.67 feet to the beginning of a tangent curve concave to the West, having a central angle of 24°31'49" and a radius of 400.00 feet, the long chord of which bears North 11°49'11" West 169.95 feet; thence Northwestery along the arc of said curve 171.25 feet; thence tangent from said curve North 24°05'06" West 285.74 feet to the beginning of a tangent curve concave to the East, having a central angle of 24°57'17" and a radius of 400.00 feet, the long chord of which bears North 11°36'27" West 172.84 feet; thence Northwestery along the arc of said curve 174.22 feet; thence tangent from said curve North 00°52'11" East 157.77 feet to a point on the North line of the South Half of the Southeast Quarter of said Section 10 and the TRUE POINT OF BEGINNING.

Said parcel contains 1,795,591 square feet (41.22 acres), more or less, and is subject to all existing easements and or rights of way of record.

Fossil Creek Ranch Subdivision Rezone RMU-1 Zoning

A plat of a parcel of land located in the South Half of the Southeast Quarter of Section 10 and the Northeast Quarter of Section 15, both in Township 6 North, Range 68 West of the 6th Principal Meridian, Town of Windsor, County of Larimer, State of Colorado being more particularly described as follows:

Considering the North line of the South Half of the Southeast Quarter of said Section 10 as bearing North 89°07'49" West and with all bearings contained herein relative thereto:

COMMENCING at the Northeast corner of the South Half of the Southeast Quarter (South 1/16 corner) of said Section 10; thence along the North line of the South Half of the Southeast Quarter of said Section 10 North 89°07'49" West 895.86 feet to the TRUE POINT OF BEGINNING; thence departing said North line South 00°52'11" West 61.91 feet; thence South 00°52'11" West 104.39 feet; thence South 00°52'25" West 60.00 feet; thence South 05°55'09" West 51.62 feet; thence South 15°39'15" West 51.59 feet; thence South 25°22'26" West 51.61 feet; thence South 35°32'27" West 51.59 feet; thence South 42°07'09" West 20.01 feet; thence South 49°05'57" West 51.58 feet; thence South 58°59'17" West 51.58 feet; thence South 68°05'17" West 54.59 feet; thence South 69°45'32" West 60.00 feet; thence South 71°06'01" West 60.02 feet; thence South 68°32'34" West 66.19 feet; thence South 56°28'03" West 73.33 feet; thence South 43°39'21" West 73.34 feet; thence South 30°44'34" West 73.35 feet; thence South 17°52'50" West 73.35 feet; thence South 05°01'05" West 73.35 feet; thence South 07°50'17" East 73.28 feet; thence South 16°45'02" East 60.06 feet; thence South 14°13'35" East 30.00 feet; thence South 15°01'07" East 179.82 feet; thence South 09°25'56" East 298.13 feet; thence South 06°24'25" East 66.09 feet; thence South 04°06'20" West 26.24 feet; thence South 05°53'40" East 92.70 feet to the beginning of a tangent curve concave to the West, having a central angle of 22°54'50" and a radius of 145.00 feet, the long chord of which bears South 05°33'45" West 57.60 feet; thence Southwesterly along the arc of said curve 57.99 feet; thence tangent from said curve North 17°01'10" West 79.69 feet to a point on a curve concave to the Northwest, having a central angle of 47°49'38" and a radius of 94.02 feet, the long chord of which bears South 42°00'45" West 76.22 feet; thence Southwesterly along the arc of said curve 78.48 feet; thence tangent from said curve South 65°55'34" West 89.88 feet; thence North 78°39'00" West 331.09 feet; thence North 72°40'22" West 13.36 feet; thence South 00°03'34" East 64.55 feet; thence North 77°25'47" West 50.61 feet; thence South 14°56'48" West 136.91 feet; thence South 62°35'10" East 361.85 feet; thence South 82°44'32" East 140.26 feet; thence North 59°38'31" East 73.58 feet; thence South 26°46'08" East 100.66 feet; thence South 02°16'34" East 31.15 feet; thence South 61°46'01" East 260.89 feet; thence South 52°42'08" East 40.29 feet to a point on a curve concave to the Northwest, having a central angle of North 14°11'26" East and a radius of 184.83 feet, the long chord of which bears South 44°20'37" West 45.66 feet; thence Southwesterly along the arc of said curve 45.78 feet to the beginning of a tangent curve concave to the Southeast, having a central angle of 27°21'00" and a radius of 79.17 feet, the long chord of which bears South 37°45'50" West 37.43 feet; thence Southwesterly along the arc of said curve 37.79 feet; thence non-tangent from said curve South 37°32'22" West 184.51 feet; thence South 52°24'25" East 59.96 feet; thence South 52°22'38" East 62.50 feet; thence South 37°37'22" West 196.92 feet; thence South 54°05'08" East 408.22 feet; thence North 35°52'01" East 184.84 feet; thence South 52°22'38" East 67.15 feet; thence South 65°34'19" East 65.71 feet; thence South 67°09'01" East 136.64 feet; thence South 76°07'21" East 138.01 feet; thence South 83°03'06" East 71.90 feet; thence South 87°29'58" East 64.72 feet; thence South 89°40'19" East 61.81 feet; thence South 00°19'41" West 71.97 feet; thence South 89°40'19" East 203.46 feet to a point on the West right of way of Larimer County Road 5; thence along said West right of way South 00°19'33" West 717.48 feet to a point on a curve concave to the Northwest, having a central angle of 64°00'55" and a radius of 132.00 feet, the long chord of which bears South 78°33'54" West 139.93 feet; thence departing said West right of way and Southwesterly along the arc of said curve 147.48 feet to the beginning of a tangent curve concave to the Southwest, having a central angle of 17°36'45" and a radius of 60.00 feet, the long chord of which bears North 78°14'01" West 18.37 feet; thence Northwestery along the arc of said curve 18.44 feet; thence tangent from said curve North 87°02'23" West 394.23 feet to the beginning of a tangent curve concave to the South, having a central angle of 19°58'07" and a radius of 745.00 feet, the long chord of which bears South 82°58'33" West 258.33 feet; thence Southwesterly along the arc of said curve 259.65 feet to a point on the South line of the Northeast Quarter of said Section 15; thence non-tangent from said curve and along said South line North 87°01'33" West 1173.39 feet; thence departing said South line North 00°10'24" West 363.03 feet to the beginning of a tangent curve concave to the East, having a central angle of 36°49'48" and a radius of 275.00 feet, the long chord of which bears North 18°14'30" East 173.74 feet; thence Northeasterly along the arc of said curve 176.77 feet; thence tangent from said curve North 36°39'24" East 177.17 feet to the beginning of a tangent curve concave to the East, having a central angle of 70°17'56" and a radius of 400.00 feet, the long chord of which bears North 18°11'38" West 460.57 feet; thence Northwestery along the arc of said curve 490.78 feet; thence tangent from said curve North 16°57'20" East 262.29 feet to the beginning of a tangent curve concave to the West, having a central angle of 34°49'57" and a radius of 400.00 feet, the long chord of which bears North 00°27'39" West 239.45 feet; thence Northwestery along the arc of said curve 243.18 feet; thence tangent from said curve North 17°52'37" West 287.83 feet to the beginning of a tangent curve concave to the East, having a central angle of 30°26'50" and a radius of 400.00 feet, the long chord of which bears North 02°39'12" West 210.07 feet; thence Northwestery along the arc of said curve 212.56 feet; thence tangent from said curve North 12°34'13" East 304.24 feet to the beginning of a tangent curve concave to the West, having a central angle of 29°07'16" and a radius of 400.00 feet, the long chord of which bears North 01°59'25" West 201.12 feet; thence Northwestery along the arc of said curve 203.30 feet; thence tangent from said curve North 16°33'03" West 105.23 feet to the beginning of a tangent curve concave to the East, having a central angle of 16°59'47" and a radius of 400.00 feet, the long chord of which bears North 08°03'10" West 118.22 feet; thence Northwestery along the arc of said curve 118.66 feet; thence tangent from said curve North 00°26'44" East 350.67 feet to the beginning of a tangent curve concave to the West, having a central angle of 24°31'49" and a radius of 400.00 feet, the long chord of which bears North 11°49'11" West 169.95 feet; thence Northwestery along the arc of said curve 171.25 feet; thence tangent from said curve North 24°05'06" West 285.74 feet to the beginning of a tangent curve concave to the East, having a central angle of 24°57'17" and a radius of 400.00 feet, the long chord of which bears North 11°36'27" West 172.84 feet; thence Northwestery along the arc of said curve 174.22 feet; thence tangent from said curve North 00°52'11" East 157.77 feet to a point on the North line of the South Half of the Southeast Quarter of said Section 10; thence along said North line South 89°07'49" East 1341.54 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 3,952,682 square feet (90.74 acres), more or less, and is subject to all existing easements and or rights of way of record.

TOWN MANAGERS APPROVAL:

Approved this the _____ day of _____, 2020

Town Manager

NOTICE OF OTHER DOCUMENTS:

All persons take notice that certain documents have been executed pertaining to this development, which create certain rights and obligations of the development, the developer and/or subsequent owners of all or portions of the development site, many of which obligations constitute promises and covenants that run with the land. These documents are of record and are on file with the director of planning of the Town of Windsor and should be closely examined by all persons interested in purchasing any portion of the development site.

BASIS OF BEARINGS STATEMENT:

The East line of the Northeast Quarter of Section 15 is assumed to bear North 00°19'33" East, monumentation of said as shown hereon.

Line Table			
Line No.	Length	Direction	
L1	61.91	S0° 52' 11"W	
L2	104.39	S0° 52' 11"W	
L3	60.00	S0° 52' 25"W	
L4	51.62	S5° 55' 09"W	
L5	51.59	S15° 39' 15"W	
L6	51.61	S25° 22' 26"W	
L7	51.59	S35° 32' 27"W	
L8	20.01	S42° 07' 09"W	
L9	51.58	S49° 05' 57"W	
L10	51.58	S58° 05' 17"W	
L11	54.59	S68° 05' 17"W	
L12	60.02	S71° 06' 01"W	
L13	66.19	S88° 32' 34"W	
L14	73.33	S56° 38' 03"W	
L15	73.34	S43° 39' 21"W	
L16	73.35	S30° 44' 34"W	
L17	73.35	S17° 52' 50"W	
L18	73.35	S5° 01' 05"W	
L19	73.28	S7° 50' 17"E	

Line Table			
Line No.	Length	Direction	
L21	60.08	S16° 45' 02"E	
L22	30.00	S14° 13' 35"E	
L23	179.82	S15° 01' 07"E	
L24	66.09	S8° 24' 25"E	
L25	26.24	S84° 06' 20"W	
L26	92.70	S5° 53' 40"E	
L27	76.69	S17° 01' 10"W	
L28	86.88	S65° 55' 34"W	
L29	13.36	N72° 40' 22"W	
L30	64.55	S0° 03' 34"E	
L31	50.61	N77° 25' 47"W	
L32	136.91	S14° 56' 48"W	
L33	140.26	S82° 44' 32"E	
L34	73.58	N59° 38' 31"E	
L35	100.66	S28° 46' 08"E	
L36	31.15	S2° 16' 34"E	
L37	40.29	S52° 42' 08"E	
L38	184.51	S37° 37' 22"W	
L39	59.96	S92° 24' 25"E	
L40	62.50	S52° 22' 38"E	

Line Table			
Line No.	Length	Direction	
L41	67.15	S52° 22' 38"E	
L42	65.71	S85° 34' 19"E	
L43	136.64	S67° 06' 01"E	
L44	138.01	S78° 07' 21"E	
L45	71.90	S83° 03' 06"E	
L46	64.72	S87° 29' 58"E	
L47	61.81	S89° 40' 19"E	
L48	71.97	S0° 19' 41"W	
L49	203.46	S89° 40' 19"E	
L50	63.64	S45° 29' 36"W	
L51	84.85	S44° 30' 24"E	

Curve Table					
Curve No.	Length	Radius	Delta	Chord Direction	Chord Length
C1	57.89	145.00	22°54'50"	S08° 33' 45"W	57.80
C2	76.48	94.02	47°49'38"	S42° 00' 45"W	76.22
C3	45.78	184.83	14°11'26"	S44° 20' 37"W	45.66
C4	37.79	79.17	27°21'00"	S37° 45' 50"W	37.43
C5	147.48	132.00	64°00'55"	S78° 33' 54"W	139.83
C6	18.44	60.00	17°36'45"	N78° 14' 01"W	18.37
C7	259.65	745.00	19°58'07"	S82° 56' 33"W	258.33
C8	94.58	275.00	19°42'16"	N09° 40' 49"E	94.11
C9	176.77	275.00	36°48'48"	N18° 14' 30"E	173.74
C10	490.78	400.00	70°17'56"	N18° 11' 38"W	460.57
C11	243.18	400.00	34°48'57"	N00° 27' 39"W	239.45
C12	212.56	400.00	30°28'50"	N02° 39' 12"W	210.07
C13	202.76	400.00	29°02'33"	S03° 21' 21"E	200.59
C14	9.81	400.00	1°24'17"	S11° 52' 04"W	9.81
C15	203.30	400.00	29°07'16"	N01° 59' 25"W	201.12
C16	118.66	400.00	16°59'47"	N08° 03' 10"W	118.22
C17	171.25	400.00	24°31'49"	N11° 49' 11"W	169.95
C18	174.22	400.00	24°57'17"	N11° 36' 27"W	172.84

SURVEYOR'S CERTIFICATION:

I certify that this plat accurately represents the results of a survey made by me or under my direct supervision.

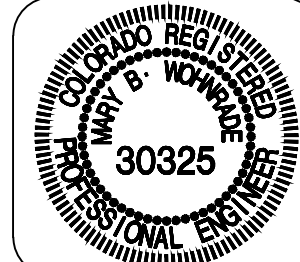
Steven John Stencil
Colorado Registered Professional
Land Surveyor No. 30462
For and on behalf of Intermill Land Surveying, Inc.

HORTON FEEDLOTS, INC.

FOSSIL CREEK RANCH SUBDIVISION
REZONE

TITLE SHEET

WOHNRADE CIVIL ENGINEERS, INC.



Project:
FCR-1728.00

Date:
6/10/2022

Scale:
N/A

Designed By:
JR

Reviewed By:
MBW

1
Sheet
4
Sheets

REZONING PETITION

I, Joseph A. Hoff, the undersigned, being the owner of the property described as See Attached containing 41.22 and 90.74 acres more or less, hereby request a change in zoning from General Commercial (GC) to Residential Mixed Use (RMU) and do hereby pay the required fee.

Signature

President, Horton Feedlots, Inc.

Company

PROPERTY DESCRIPTIONS:

Fossil Creek Ranch Subdivision Rezone GC-PUD Zoning

A plat of a parcel of land located in the South Half of the Southeast Quarter of Section 10 and the Northeast Quarter of Section 15, both in Township 6 North, Range 68 West of the 6th Principal Meridian, Town of Windsor, County of Larimer, State of Colorado being more particularly described as follows:

Considering the North line of the South Half of the Southeast Quarter of said Section 10 as bearing North 89°07'49" West and with all bearings contained herein relative thereto:

COMMENCING at the Northeast corner of the South Half of the Southeast Quarter (South 1/16 corner) of said Section 10; thence along the North line of the South Half of the Southeast Quarter of said Section 10 North 89°07'49" West 2237.40 feet to the TRUE POINT OF BEGINNING; thence continuing along said North line North 89°07'49" West 274.08 feet, more or less, to a point on the East right of way of Interstate 25; thence departing said North line and along said East right of way of Interstate 25 the following seven (7) courses and distances: thence South 00°27'06" West 1316.14 feet; thence South 00°29'47" West 235.10 feet; thence South 00°29'36" West 657.43 feet; thence South 44°30'24" East 84.85 feet; thence South 00°29'36" West 476.47 feet; thence South 45°29'36" West 63.64 feet; thence South 00°29'36" West 1092.34 feet to a point on the South line of the Northeast Quarter of said Section 15; thence departing said East right of way of Interstate 25 and along said South line South 87°01'33" East 468.81 feet; thence departing said South line of the Northeast Quarter of Section 15 North 00°10'24" West 363.03 feet to the beginning of a tangent curve concave to the East, having a central angle of 36°49'48" and a radius of 275.00 feet, the long chord of which bears North 18°14'30" East 173.74 feet; thence Northeasterly along the arc of said curve 176.77 feet; thence tangent from said curve North 36°39'24" East 177.17 feet to the beginning of a tangent curve concave to the East, having a central angle of 70°17'56" and a radius of 400.00 feet, the long chord of which bears North 18°11'38" West 460.57 feet; thence Northwesterly along the arc of said curve 490.78 feet; thence tangent from said curve North 16°57'20" East 262.29 feet to the beginning of a tangent curve concave to the West, having a central angle of 34°49'57" and a radius of 400.00 feet, the long chord of which bears North 00°27'39" West 239.45 feet; thence Northwesterly along the arc of said curve 243.18 feet; thence tangent from said curve North 17°52'37" West 287.83 feet to the beginning of a tangent curve concave to the East, having a central angle of 30°26'50" and a radius of 400.00 feet, the long chord of which bears North 02°39'12" West 210.07 feet; thence Northwesterly along the arc of said curve 212.56 feet; thence tangent from said curve North 12°34'13" East 304.24 feet to the beginning of a tangent curve concave to the West, having a central angle of 29°07'16" and a radius of 400.00 feet, the long chord of which bears North 01°59'25" West 201.12 feet; thence Northwesterly along the arc of said curve 203.30 feet; thence tangent from said curve North 16°33'03" West 105.23 feet to the beginning of a tangent curve concave to the East, having a central angle of 16°59'47" and a radius of 400.00 feet, the long chord of which bears North 08°03'10" West 118.22 feet; thence Northwesterly along the arc of said curve 118.66 feet; thence tangent from said curve North 00°26'44" East 350.67 feet to the beginning of a tangent curve concave to the West, having a central angle of 24°31'49" and a radius of 400.00 feet, the long chord of which bears North 11°49'11" West 169.95 feet; thence Northwesterly along the arc of said curve 171.25 feet; thence tangent from said curve North 24°05'06" West

285.74 feet to the beginning of a tangent curve concave to the East, having a central angle of 24°57'17" and a radius of 400.00 feet, the long chord of which bears North 11°36'27" West 172.84 feet; thence Northwesterly along the arc of said curve 174.22 feet; thence tangent from said curve North 00°52'11" East 157.77 feet to a point on the North line of the South Half of the Southeast Quarter of said Section 10 and the TRUE POINT OF BEGINNING.

Said parcel contains 1,795,591 square feet (41.22 acres), more or less, and is subject to all existing easements and or rights of way of record.

Fossil Creek Ranch Subdivision Rezone RMU Zoning

A plat of a parcel of land located in the South Half of the Southeast Quarter of Section 10 and the Northeast Quarter of Section 15, both in Township 6 North, Range 68 West of the 6th Principal Meridian, Town of Windsor, County of Larimer, State of Colorado being more particularly described as follows:

Considering the North line of the South Half of the Southeast Quarter of said Section 10 as bearing North 89°07'49" West and with all bearings contained herein relative thereto: COMMENCING at the Northeast corner of the South Half of the Southeast Quarter (South 1/16 corner) of said Section 10; thence along the North line of the South Half of the Southeast Quarter of said Section 10 North 89°07'49" West 895.86 feet to the TRUE POINT OF BEGINNING; thence departing said North line South 00°52'11" West 61.91 feet; thence South 00°52'11" West 104.39 feet; thence South 00°52'25" West 60.00 feet; thence South 05°55'09" West 51.62 feet; thence South 15°39'15" West 51.59 feet; thence South 25°22'26" West 51.61 feet; thence South 35°32'27" West 51.59 feet; thence South 42°07'09" West 20.01 feet; thence South 49°05'57" West 51.58 feet; thence South 58°59'17" West 51.58 feet; thence South 68°05'17" West 54.59 feet; thence South 69°45'32" West 60.00 feet; thence South 71°06'01" West 60.02 feet; thence South 68°32'34" West 66.19 feet; thence South 56°28'03" West 73.33 feet; thence South 43°39'21" West 73.34 feet; thence South 30°44'34" West 73.35 feet; thence South 17°52'50" West 73.35 feet; thence South 05°01'05" West 73.35 feet; thence South 07°50'17" East 73.28 feet; thence South 16°45'02" East 60.06 feet; thence South 14°13'35" East 30.00 feet; thence South 15°01'07" East 179.82 feet; thence South 09°25'56" East 298.13 feet; thence South 06°24'25" East 66.09 feet; thence South 84°06'20" West 26.24 feet; thence South 05°53'40" East 92.70 feet to the beginning of a tangent curve concave to the West, having a central angle of 22°54'50" and a radius of 145.00 feet, the long chord of which bears South 05°33'45" West 57.60 feet; thence Southwesterly along the arc of said curve 57.99 feet; thence tangent from said curve South 17°01'10" West 79.69 feet to a point on a curve concave to the Northwest, having a central angle of 47°49'38" and a radius of 94.02 feet, the long chord of which bears South 42°00'45" West 76.22 feet; thence Southwesterly along the arc of said curve 78.48 feet; thence tangent from said curve South 65°55'34" West 89.88 feet; thence North 78°39'00" West 331.09 feet; thence North 72°40'22" West 13.36 feet; thence South 00°03'34" East 64.55 feet; thence North 77°25'47" West 50.61 feet; thence South 14°56'48" West 136.91 feet; thence South 62°35'10" East 361.85 feet; thence South 82°44'32" East 140.26 feet; thence North 59°38'31" East 73.58 feet; thence South 26°46'08" East 100.66 feet; thence South

02°16'34" East 31.15 feet; thence South 61°46'01" East 260.89 feet; thence South 52°42'08" East 40.29 feet to a point on a curve concave to the Northwest, having a central angle of North 14°11'26" East and a radius of 184.83 feet, the long chord of which bears South 44°20'37" West 45.66 feet; thence Southwesterly along the arc of said curve 45.78 feet to the beginning of a tangent curve concave to the Southeast, having a central angle of 27°21'00" and a radius of 79.17 feet, the long chord of which bears South 37°45'50" West 37.43 feet; thence Southwesterly along the arc of said curve 37.79 feet; thence non-tangent from said curve South 37°37'22" West 184.51 feet; thence South 52°24'25" East 59.96 feet; thence South 52°22'38" East 62.50 feet; thence South 37°37'22" West 196.92 feet; thence South 54°05'08" East 408.22 feet; thence North 35°52'01" East 184.84 feet; thence South 52°22'38" East 67.15 feet; thence South 65°34'19" East 65.71 feet; thence South 67°09'01" East 136.64 feet; thence South 76°07'21" East 138.01 feet; thence South 83°03'06" East 71.90 feet; thence South 87°29'58" East 64.72 feet; thence South 89°40'19" East 61.81 feet; thence South 00°19'41" West 71.97 feet; thence South 89°40'19" East 203.46 feet to a point on the West right of way of Larimer County Road 5; thence along said West right of way South 00°19'33" West 717.48 feet to a point on a curve concave to the Northwest, having a central angle of 64°00'55" and a radius of 132.00 feet, the long chord of which bears South 78°33'54" West 139.93 feet; thence departing said West right of way and Southwesterly along the arc of said curve 147.48 feet to the beginning of a tangent curve concave to the Southwest, having a central angle of 17°36'45" and a radius of 60.00 feet, the long chord of which bears North 78°14'01" West 18.37 feet; thence Northwesterly along the arc of said curve 18.44 feet; thence tangent from said curve North 87°02'23" West 394.23 feet to the beginning of a tangent curve concave to the South, having a central angle of 19°58'07" and a radius of 745.00 feet, the long chord of which bears South 82°58'33" West 258.33 feet; thence Southwesterly along the arc of said curve 259.65 feet to a point on the South line of the Northeast Quarter of said Section 15; thence non-tangent from said curve and along said South line North 87°01'33" West 1173.39 feet; thence departing said South line North 00°10'24" West 363.03 feet to the beginning of a tangent curve concave to the East, having a central angle of 36°49'48" and a radius of 275.00 feet, the long chord of which bears North 18°14'30" East 173.74 feet; thence Northeasterly along the arc of said curve 176.77 feet; thence tangent from said curve North 36°39'24" East 177.17 feet to the beginning of a tangent curve concave to the East, having a central angle of 70°17'56" and a radius of 400.00 feet, the long chord of which bears North 18°11'38" West 460.57 feet; thence Northwesterly along the arc of said curve 490.78 feet; thence tangent from said curve North 16°57'20" East 262.29 feet to the beginning of a tangent curve concave to the West, having a central angle of 34°49'57" and a radius of 400.00 feet, the long chord of which bears North 00°27'39" West 239.45 feet; thence Northwesterly along the arc of said curve 243.18 feet; thence tangent from said curve North 17°52'37" West 287.83 feet to the beginning of a tangent curve concave to the East, having a central angle of 30°26'50" and a radius of 400.00 feet, the long chord of which bears North 02°39'12" West 210.07 feet; thence Northwesterly along the arc of said curve 212.56 feet; thence tangent from said curve North 12°34'13" East 304.24 feet to the beginning of a tangent curve concave to the West, having a central angle of 29°07'16" and a radius of 400.00 feet, the long chord of which bears North 01°59'25" West 201.12 feet; thence Northwesterly along the arc of said curve 203.30 feet; thence tangent from said curve North 16°33'03" West 105.23 feet to the beginning of a tangent curve concave to the East, having a

central angle of $16^{\circ}59'47''$ and a radius of 400.00 feet, the long chord of which bears North $08^{\circ}03'10''$ West 118.22 feet; thence Northwesterly along the arc of said curve 118.66 feet; thence tangent from said curve North $00^{\circ}26'44''$ East 350.67 feet to the beginning of a tangent curve concave to the West, having a central angle of $24^{\circ}31'49''$ and a radius of 400.00 feet, the long chord of which bears North $11^{\circ}49'11''$ West 169.95 feet; thence Northwesterly along the arc of said curve 171.25 feet; thence tangent from said curve North $24^{\circ}05'06''$ West 285.74 feet to the beginning of a tangent curve concave to the East, having a central angle of $24^{\circ}57'17''$ and a radius of 400.00 feet, the long chord of which bears North $11^{\circ}36'27''$ West 172.84 feet; thence Northwesterly along the arc of said curve 174.22 feet; thence tangent from said curve North $00^{\circ}52'11''$ East 157.77 feet to a point on the North line of the South Half of the Southeast Quarter of said Section 10; thence along said North line South $89^{\circ}07'49''$ East 1341.54 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 3,952,682 square feet (90.74 acres), more or less, and is subject to all existing easements and or rights of way of record.



Meeting Summary

Date: 05.12.2021

Time: 6-6:30 pm

Attendees

- Carlin Malone - Town of Windsor - Chief Planner
- Cortnie Dougland - Forestar Development
- Emily and Brian Benight - resident
- Mary Wohnrade - Wohnrade Engineering
- John Beggs - Russell + Mills Studios

Meeting Summary/Comments

- Question: (Brian Benight) Is there anyway that the collector road can realigned so that it does not align with the road at Westgate Drive?
 - » Response: (John Beggs & Mary Wohnrade) The road alignment and connection to Westgate Drive was previously shown connecting further to the west - after an initial conceptual review, the Town required the collector connection to be aligned where it is shown now.
- Question: (Brian Benight) Concern over where road connects and what can be developed on tract directly adjacent to round-about.
 - » Response: (John Beggs) Explained what is allowed within the RMU-1 zone district and that nothing has been planned for that tract.
- Question: (Cortnie Dougland) Had the same questions as Brian Benight. No further questions.
- Comment: (Brian Benight) requested the presentation PDF that was shown at the meeting
 - » (John Beggs) sent out PDF after meeting to everyone that attended the meeting.

End of Meeting

TOWN OF WINDSOR

ORDINANCE NO. 2022-

AN ORDINANCE APPROVING A REZONE FROM GENERAL COMMERCIAL (“GC”) TO RESIDENTIAL MIXED USE ONE (“RMU-1”) WITHIN THE FOSSIL CREEK MEADOWS ANNEXATION

WHEREAS, the Town of Windsor is a home rule municipality with all powers conferred under Colorado law; and

WHEREAS, the Town has in place a comprehensive system of land use regulations, the purpose of which is to promote the public health, safety, and welfare; and

WHEREAS, the Town has adopted the zoning regulations set forth in Chapter 16 of the *Windsor Municipal Code* (“Zoning Code”), under which parcels of land are identified and classified for regulatory purposes; and

WHEREAS, portions of Tracts Q1, Q2, X, X1, Z, and Z1 of the *Fossil Creek Ranch Subdivision* within the *Fossil Creek Meadows Annexation* (“Property”), is presently zoned “General Commercial (GC)”, pursuant to the regulations found in Chapter 16, Article I – Zone Districts; and

WHEREAS, the owner of the Property has requested approval for RMU-1 zoning; and

WHEREAS, in accordance with the requirements for RMU-1 zoning, the request has been reviewed by staff and referred to the Planning Commission on August 17, 2022, for review and recommendation following a public hearing; and

WHEREAS, the Planning Commission has recommended that the Town Board approve the request for RMU-1 rezoning, subject to certain conditions to which the property owner has no objection; and

WHEREAS, based upon the evidence presented at the public hearing, the Town Board concludes that the rezoning should be approved.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN BOARD OF THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. The Fossil Creek Meadows Annexation as depicted in the Fossil Creek Ranch Rezone Plat is hereby approved for the rezoning from GC to RMU-1, subject to the following additional condition:

All outstanding Planning Commission and staff comments, if any, shall be addressed prior to recordation of the Fossil Creek Ranch Rezone Plat.

Introduced, passed on first reading and ordered published this 22nd day of August, 2022.

TOWN OF WINDSOR, COLORADO

Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]

Introduced, passed on second reading and ordered published this 12th day of September, 2022.

TOWN OF WINDSOR, COLORADO

Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]

FOSSIL CREEK RANCH SUBDIVISION REZONING MAP

A TRACT OF LAND LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10 AND THE EAST HALF OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6th P.M., TOWN OF WINDSOR, COUNTY OF LARIMER, STATE OF COLORADO

ACKNOWLEDGEMENT OF OWNERSHIP INTEREST:

Know all men by these presents that the undersigned, being all the owners, lienholders, and holders of any ownership interest as defined by the Town of Windsor, of the land described hereon, have caused such land to be rezoned as indicated on this plat. The within rezoning plat is submitted in accordance with the Windsor Municipal Code. It is hereby acknowledged that all construction, use and development of this property will be in strict accordance with this rezoning plat. It is further acknowledged that deviation from this rezoning plat without the express written consent of the Town of Windsor may result in revocation of the Town's approval of the rezoning plat, denial of building permits, refusal to issue certificates of occupancy, injunctive relief prohibiting use of the property and other remedies available to the Town under the Windsor Municipal Code and other applicable laws of the State of Colorado.

Know laid out and rezoned under the name Fossil Creek Ranch Subdivision Rezoning Map

In witness whereof, we have hereunto set our hands and seals this the _____ day of _____, 2021.

Owner

State of _____
County of _____ ss

The foregoing instrument was acknowledged before me by _____ as _____ of _____, 2020.

Witness my Hand and Official Seal

My commission expires: _____.

Notary Public

DEVELOPER/APPLICANT:

Horton Feedlots, Inc.
P.O. Box 517
Eaton, CO 80615
(970) 420-3000

SITE ENGINEER:

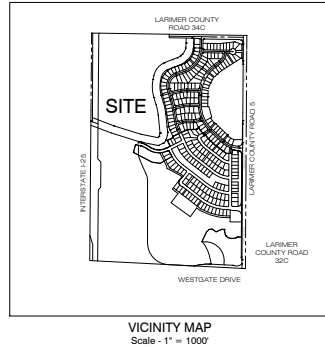
Wohnrade Civil Engineers, Inc.
11582 Colony Road
Broomfield, Colorado 80021
(720) 259-0965

PLANNER/LANDSCAPE ARCHITECT:

Russell & Mills Studios
141 South Colfax Avenue, Suite 104
Fort Collins, Colorado 80524
(970) 484-8855

SURVEYOR:

Intermill Land Surveying, Inc.
1301 North Cleveland Avenue
Loveland, Colorado 80537
(970) 669-0516



VICINITY MAP
Scale - 1" = 100'

PROPERTY DESCRIPTIONS:

Fossil Creek Ranch Subdivision Rezone GC Zoning

A plat of a parcel of land located in the South Half of the Southeast Quarter of Section 10 and the Northeast Quarter of Section 15, both in Township 6 North, Range 68 West of the 6th Principal Meridian, Town of Windsor, County of Larimer, State of Colorado being more particularly described as follows:

Considering the North line of the South Half of the Southeast Quarter of said Section 10 as bearing North 89°07'49" West and with all bearings contained herein relative thereto:

COMMENCING at the Northeast corner of the South Half of the Southeast Quarter (Section 11/6 corner) of said Section 10; thence along the North line of the South Half of the Southeast Quarter of said Section 10 North 89°07'49" West 2237.40 feet to the TRUE POINT OF BEGINNING; thence continuing along said North line North 89°07'49" West 274.08 feet, more or less, to a point on the East right of way of Interstate 25; thence departing said North line and along said East right of way of Interstate 25 the following seven (7) courses and distances: thence South 00°07'00" West 1116.14 feet; thence South 00°29'47" West 235.10 feet; thence South 00°29'46" West 657.43 feet; thence South 44°30'42" East 84.85 feet; thence South 00°29'36" West 476.47 feet; thence South 45°29'36" West 63.64 feet; thence South 00°29'36" West 1092.34 feet to a point on the North line of the Northeast Quarter of said Section 15; thence departing said East right of way of Interstate 25 and along said South line South 87°01'33" East 468.51 feet; thence departing said South line of the Northeast Quarter of said Section 15 North 00°10'24" West 363.03 feet to the beginning of a tangent curve concave to the East, having a central angle of 30°09'48" and a radius of 275.00 feet; thence along the arc of which bears North 18°14'30" East 173.74 feet; thence Northwesterly along the arc of said curve 176.77 feet; thence tangent from said curve North 36°19'24" East 177.17 feet to the beginning of a tangent curve concave to the East, having a central angle of 70°17'56" and a radius of 400.00 feet; thence along the arc of which bears North 01°59'23" West 201.12 feet; thence Northwesterly along the arc of said curve 480.78 feet; thence tangent from said curve North 16°57'20" East 262.29 feet to the beginning of a tangent curve concave to the West, having a central angle of 34°49'57" and a radius of 400.00 feet; thence along the arc of which bears North 00°27'38" East 243.18 feet; thence tangent from said curve North 17°27'37" West 207.83 feet to the beginning of a tangent curve concave to the East, having a central angle of 30°26'50" and a radius of 400.00 feet; thence along the arc of which bears North 02°39'12" East 212.07 feet; thence Northwesterly along the arc of said curve 212.56 feet; thence tangent from said curve North 12°34'13" East 304.24 feet to the beginning of a tangent curve concave to the West, having a central angle of 40°00'00" and a radius of 400.00 feet; thence along the arc of which bears North 01°59'23" West 201.12 feet; thence Northwesterly along the arc of said curve 118.66 feet; thence tangent from said curve North 20°20'44" East 350.67 feet to the beginning of a tangent curve concave to the West, having a central angle of 24°31'49" and a radius of 400.00 feet; thence along the arc of which bears North 11°49'11" West 169.95 feet; thence Northwesterly along the arc of said curve 171.25 feet; thence tangent from said curve North 24°05'06" West 285.74 feet to the beginning of a tangent curve concave to the East, having a central angle of 24°57'17" and a radius of 400.00 feet; thence along the arc of which bears North 11°56'27" West 172.84 feet; thence Northwesterly along the arc of said curve 174.22 feet; thence tangent from said curve North 00°52'11" East 157.77 feet to a point on the North line of the South Half of the Southeast Quarter of said Section 10 and the TRUE POINT OF BEGINNING.

Said parcel contains 1,795,951 square feet (41.22 acres), more or less, and is subject to all existing easements and or rights of way of record.

Fossil Creek Ranch Subdivision Rezone RMU-1 Zoning

A plat of a parcel of land located in the South Half of the Southeast Quarter of Section 10 and the Northeast Quarter of Section 15, both in Township 6 North, Range 68 West of the 6th Principal Meridian, Town of Windsor, County of Larimer, State of Colorado being more particularly described as follows:

Considering the North line of the South Half of the Southeast Quarter of said Section 10 as bearing North 89°07'49" West and with all bearings contained herein relative thereto:

COMMENCING at the Northeast corner of the South Half of the Southeast Quarter (Section 11/6 corner) of said Section 10; thence along the North line of the South Half of the Southeast Quarter of said Section 10 North 89°07'49" West 895.86 feet to the TRUE POINT OF BEGINNING; thence departing said North line North 00°52'11" West 61.91 feet; thence South 00°52'11" West 184.29 feet; thence South 00°52'25" West 60.00 feet; thence South 05°55'09" West 51.62 feet; thence South 15°39'15" West 21.59 feet; thence South 23°27'20" West 51.61 feet; thence South 33°22'27" West 51.59 feet; thence South 42°07'09" West 20.01 feet; thence South 49°05'57" West 51.58 feet; thence South 58°39'17" West 51.58 feet; thence South 68°05'17" West 54.58 feet; thence South 68°45'25" West 60.00 feet; thence South 71°00'01" West 60.00 feet; thence South 68°32'34" West 61.19 feet; thence South 56°28'03" West 73.33 feet; thence South 43°39'21" West 73.34 feet; thence South 39°44'34" West 73.35 feet; thence South 37°52'50" West 73.35 feet; thence South 05°01'50" West 73.35 feet; thence South 07°50'10" East 73.28 feet; thence South 18°52'02" East 60.00 feet; thence South 14°13'55" East 30.00 feet; thence South 15°07'07" East 179.82 feet; thence South 02°25'50" East 298.13 feet; thence South 00°24'22" East 60.00 feet; thence South 84°00'20" West 20.24 feet; thence South 05°52'40" East 92.70 feet to the beginning of a tangent curve concave to the West, having a central angle of 22°54'50" and a radius of 145.00 feet; thence along the arc of which bears South 05°33'45" West 57.60 feet; thence Southwesterly along the arc of said curve 57.69 feet; thence tangent from said curve South 17°01'00" West 78.60 feet to a point on a curve concave to the Northwest, having a central angle of 47°49'58" and a radius of 94.03 feet; thence along the arc of which bears South 02°40'45" West 76.22 feet; thence Southwesterly along the arc of said curve 78.48 feet; thence tangent from said curve South 05°53'34" West 89.88 feet; thence South 78°39'09" West 331.09 feet; thence South 72°40'22" West 13.36 feet; thence South 00°03'24" East 64.53 feet; thence South 07°25'47" East 50.04 feet; thence South 14°50'48" West 136.51 feet; thence South 62°35'10" East 363.83 feet; thence South 62°44'32" East 140.26 feet; thence South 59°38'31" East 73.58 feet; thence South 20°40'08" East 100.66 feet; thence South 02°10'34" East 31.15 feet; thence South 61°46'01" East 260.89 feet; thence South 52°42'08" East 40.20 feet to a point on a curve concave to the Northwest, having a central angle of North 14°11'29" East and a radius of 184.83 feet; thence along the arc of which bears South 48°20'37" West 45.66 feet; thence Southwesterly along the arc of said curve 45.78 feet to the beginning of a tangent curve concave to the Southwest, having a central angle of 27°21'00" and a radius of 79.17 feet; thence along the arc of which bears South 37°45'09" West 37.43 feet; thence Southwesterly along the arc of said curve 37.79 feet; thence tangent from said curve South 37°37'22" West 184.51 feet; thence South 52°24'25" East 59.96 feet; thence South 52°22'38" East 62.50 feet; thence South 54°05'08" East 408.22 feet; thence North 33°52'01" East 184.84 feet; thence South 52°22'38" East 67.15 feet; thence South 63°34'19" East 65.71 feet; thence South 67°09'01" East 136.46 feet; thence South 70°07'21" East 138.01 feet; thence South 83°07'08" East 71.90 feet; thence South 87°29'53" East 64.72 feet; thence South 89°40'19" East 63.41 feet; thence South 89°40'19" East 63.41 feet; thence South 89°40'19" East 20.46 feet to a point on the West right of way of Larimer County Road 5; thence along said West right of way of said curve 171.48 feet to a point on a curve concave to the Northwest, having a central angle of 64°00'00" and a radius of 122.00 feet; thence along the arc of which bears North 78°15'54" West 139.83 feet; thence departing said West right of way and Southwesterly along the arc of said curve 147.48 feet to the beginning of a tangent curve concave to the Southwest, having a central angle of 17°36'45" and a radius of 60.00 feet; thence along the arc of which bears North 78°14'01" West 18.37 feet; thence Northwesterly along the arc of said curve 18.44 feet; thence tangent from said curve North 07°02'23" West 394.23 feet to the beginning of a tangent curve concave to the South, having a central angle of 10°58'00" and a radius of 745.00 feet; thence along the arc of which bears South 82°58'33" West 258.33 feet; thence Southwesterly along the arc of said curve 258.65 feet to a point on the South line of the Northeast Quarter of said Section 15; thence non-tangent from said curve and along said South line South 87°01'33" West 1173.39 feet; thence departing said South line North 00°10'24" West 363.03 feet to the beginning of a tangent curve concave to the East, having a central angle of 30°09'48" and a radius of 275.00 feet; thence along the arc of which bears North 18°14'30" East 173.74 feet; thence Northwesterly along the arc of said curve 176.77 feet; thence tangent from said curve North 36°19'24" East 177.17 feet to the beginning of a tangent curve concave to the East, having a central angle of 70°17'56" and a radius of 400.00 feet; thence along the arc of which bears North 01°59'23" West 201.12 feet; thence Northwesterly along the arc of said curve 480.78 feet; thence tangent from said curve North 16°57'20" East 262.29 feet to the beginning of a tangent curve concave to the West, having a central angle of 34°49'57" and a radius of 400.00 feet; thence along the arc of which bears North 00°27'38" East 243.18 feet; thence tangent from said curve North 17°27'37" West 207.83 feet to the beginning of a tangent curve concave to the East, having a central angle of 30°26'50" and a radius of 400.00 feet; thence along the arc of which bears North 02°39'12" East 212.07 feet; thence Northwesterly along the arc of said curve 212.56 feet; thence tangent from said curve North 12°34'13" East 304.24 feet to the beginning of a tangent curve concave to the West, having a central angle of 27°01'6" and a radius of 400.00 feet; thence along the arc of which bears North 01°59'23" West 201.12 feet; thence Northwesterly along the arc of said curve 203.30 feet; thence tangent from said curve North 16°33'07" West 105.23 feet to the beginning of a tangent curve concave to the East, having a central angle of 16°59'47" and a radius of 400.00 feet; thence along the arc of which bears North 08°03'10" West 118.22 feet; thence Northwesterly along the arc of said curve 118.66 feet; thence tangent from said curve North 00°20'44" East 350.67 feet to the beginning of a tangent curve concave to the West, having a central angle of 24°31'49" and a radius of 400.00 feet; thence along the arc of which bears North 11°49'11" West 169.95 feet; thence Northwesterly along the arc of said curve 171.25 feet; thence tangent from said curve North 24°05'06" West 285.74 feet to the beginning of a tangent curve concave to the East, having a central angle of 24°57'17" and a radius of 400.00 feet; thence along the arc of which bears North 11°56'27" West 172.84 feet; thence Northwesterly along the arc of said curve 174.22 feet; thence tangent from said curve North 00°52'11" East 157.77 feet to a point on the North line of the South Half of the Southeast Quarter of said Section 10; thence along said North line South 89°07'49" East 1341.54 feet to the TRUE POINT OF BEGINNING.

Said parcel contains 3,952,862 square feet (90.74 acres), more or less, and is subject to all existing easements and or rights of way of record.

TOWN MANAGERS APPROVAL:

Approved this the _____ day of _____, 2020

Town Manager

NOTICE OF OTHER DOCUMENTS:

All persons take notice that certain documents have been executed pertaining to this development, which create certain rights and obligations of the development, the developer and/or subsequent owners of all or portions of the development site, many of which obligations constitute covenants and conditions that run with the land. These documents are of record and are on the files of the director of planning of the Town of Windsor and should be closely examined by all persons interested in purchasing any portion of the development site.

BASIS OF BEARINGS STATEMENT:

The East line of the Northeast Quarter of Section 15 is assumed to bear North 00°19'33" East, monumentation of said as shown herein.

ENGINEERING DEPARTMENT APPROVAL:

Approved this the _____ day of _____, 2020

Deputy Director of Engineering

PLANNING COMMISSION APPROVAL:

Approved this the _____ day of _____, 2020

Chairman
Windsor Planning Commission

PLANNING DEPARTMENT APPROVAL:

Approved this the _____ day of _____, 2020

Director of Planning

MAYOR'S CERTIFICATE:

This is to certify that a rezoning map of the property described herein was approved by Ordinance No. _____ of the Town of Windsor passed and adopted on the _____ day of _____, 20____, A.D. and that the Mayor of the Town of Windsor is authorized by said ordinance, hereby acknowledges and adopts the said rezoning map upon which this certificate is endorsed for all purposes indicated thereon.

Mayor

ATTEST:
Town Clerk

SURVEYOR'S CERTIFICATION:

I certify that this plat accurately represents the results of a survey made by me or under my direct supervision.

Steven John Stencil
Colorado Registered Professional
Land Surveyor No. 30462
For and on behalf of Intermill Land Surveying, Inc.

Line Table	Line Table	Line Table	Curve Table
L1 61.81 S89°02'11"W	L21 60.06 S86°40'02"E	L41 67.15 S82°22'38"E	C1 67.86 145.00 225°30'00" S89°33'45"W 67.86
L2 104.36 S89°02'11"W	L22 30.00 S84°13'38"E	L42 65.71 S85°34'19"E	C2 78.48 84.02 47°49'58" S84°00'40"W 78.48
L3 60.00 S89°02'11"W	L23 179.62 S82°01'07"E	L43 126.24 S89°02'11"W	C3 46.78 84.85 44°30'42" S84°00'40"W 46.78
L4 21.52 S89°02'11"W	L24 66.00 S82°34'25"E	L44 138.01 S89°02'11"W	C4 35.78 78.17 27°27'00" S87°00'30"W 35.78
L5 21.58 S89°38'16"W	L25 26.24 S84°08'30"W	L45 71.30 S87°03'08"E	C5 147.48 133.00 64°05'09" S78°33'54"W 139.93
L6 21.61 S89°22'28"W	L26 96.70 S85°33'40"E	L46 64.72 S87°28'48"E	C6 18.44 66.00 17°36'45" N18°14'01"W 18.37
L7 21.58 S89°32'27"W	L27 79.69 S87°01'10"W	L47 61.81 S89°40'19"E	C7 358.65 745.00 19°58'01" S89°00'33"W 258.33
L8 30.01 S42°07'02"E	L28 64.88 S89°05'34"E	L48 71.37 S87°14'47"E	C8 84.88 275.00 10°58'00" N89°33'45"W 84.81
L9 21.58 S44°07'07"E	L29 13.36 N72°03'25"E	L49 203.48 S88°40'19"E	C9 176.77 275.00 36°19'24" N87°14'30"E 173.74
L10 21.58 S88°08'17"W	L30 64.55 S44°28'36"W	L50 63.64 S44°28'36"W	C10 460.78 400.00 70°17'56" N18°14'30"E 460.57
L11 64.59 S88°08'17"W	L31 60.01 N77°28'47"E	L51 84.85 S44°30'24"E	C11 343.18 400.00 34°49'57" N69°27'38"E 338.45
L12 60.00 S88°40'19"E	L32 138.01 S84°08'40"E		C12 213.58 400.00 30°26'50" N69°27'38"E 210.07
L13 60.02 S71°06'07"E	L33 140.26 S82°44'32"E		C13 260.78 400.00 24°57'17" N67°01'31"E 250.69
L14 66.19 S68°38'31"E	L34 73.58 S68°38'31"E		C14 8.81 400.00 12°34'13" S11°52'04"W 8.81
L15 73.33 S68°38'31"E	L35 100.66 S68°38'31"E		C15 303.30 400.00 16°33'07" N61°00'20"E 201.12
L16 73.34 S68°38'31"E	L36 71.37 S68°38'31"E		C16 118.66 400.00 16°59'47" N61°00'17"W 118.22
L17 73.35 S68°44'34"E	L37 45.29 S62°47'08"E		C17 171.25 400.00 24°57'17" N61°00'17"W 169.95
L18 73.35 S67°02'08"E	L38 184.51 S37°22'27"E		C18 174.22 400.00 24°57'17" N11°36'27"W 172.84
L19 73.35 S67°01'05"W	L39 96.86 S62°34'25"E		
L20 73.38 S67°07'17"E	L40 62.50 S62°22'38"E		

Project	FILED
Date	8/10/2021
Book	
Page	
Drawn By	
Checked By	
Reviewed By	
Noted	

HORTON FEEDLOTS, INC.

FOSSIL CREEK RANCH SUBDIVISION REZONE

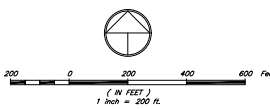
TITLE SHEET

Wohnrade Civil Engineers, Inc.
11582 Colony Road
Broomfield, Colorado 80021
(720) 259-0965



Project: FCR 2020-01
Date: 8/10/2021
Book:
Page:
Drawn By:
Checked By:
Reviewed By:
Noted:

1 Sheet / 4 Sheets

[illegible]

**FOSSIL CREEK RANCH SUBDIVISION
REZONE
OVERALL REZONING MAP**

Project:
FCR: 1728.00

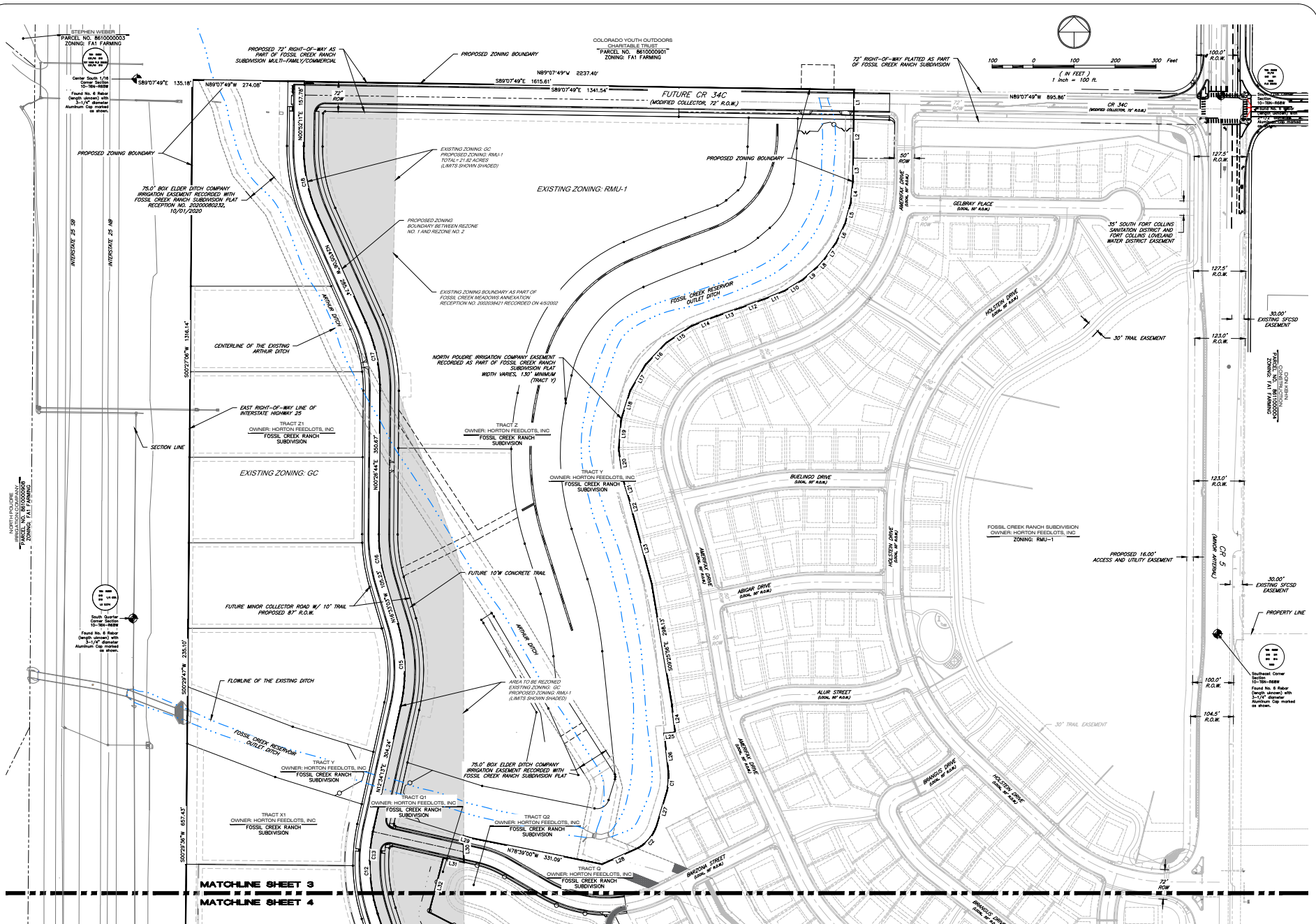
Date:
6/10/2022

Scale:
1"=200'

Designed By:
JR

Reviewed By:
MSV

2
Sheet / 4
Sheets



TOWN OF WINDSOR PLANNING DEPARTMENT

301 Walnut St., Windsor, CO 80550 Phone: 970-674-2415 Fax: 970-674-2456

www.windsorgov.com**CHECKLIST FOR
MASTER PLANS**

The following checklist is intended to provide an outline for applicants to ensure a complete submittal and to avoid processing delays due to inadequate information. Land use applications shall include all items listed in the following checklist. If an item is not checked as included in the submittal, a detailed narrative statement outlining reasons why the item has not been submitted shall be included. Lack of such statement or required item shall constitute an incomplete submittal and shall be rejected by the Town. Please see the Town of Windsor Municipal Code (Code) for complete application requirements. <http://www.colocode.com/windsorpdf15.html>.

SUBMITTAL REQUIREMENTS FOR MASTER PLANS (See Chapter 15-2 of the Subdivision Regulations in the Town of Windsor Municipal Code for complete requirements) All required information may be submitted electronically (PDF). The following is the minimum information required for review.

Additional information may be required:

Planning Applicant
Department Checklist
Checklist

☐	☒	This completed check list. Provide an explanation for all items that are not checked off.
☐	☒	A Land Use Application [included in this packet] with signature of the property owner or the owner's authorized representative. If signed by the authorized representative, written evidence of such authorization signed by the property owner shall also be submitted.
☐	☒	Application fee consistent with the Town of Windsor Fee Schedule
☐	☒	A deed or legal instrument identifying the applicants' interest in the property
☐	☒	Master Plan map (See Windsor Municipal Code Section 15-2 for map requirements. (http://www.colocode.com/windsorpdf15.html))
☐	☒	A preliminary utility plan. Such utility plan shall include the size and location of all existing utility lines and facilities and the approximate size and location of all proposed utility lines and facilities. A table with estimates of peak hour and maximum day water and wastewater demands shall be included on the utility plan.
☐	☒	A soils description and limitation.
☐	☒	A preliminary drainage plan showing flow patterns, including off-site contributions, detention and retention areas and discharge areas.

MASTER PLAN MAP REQUIREMENTS (See Code Section 15-2 for complete requirements

<http://www.colocode.com/windsorpdf15.html>):

Planning Department Checklist
Applicant Checklist

☐	☒	Preliminary map and data shall be submitted in electronic format (PDF). All rezoning maps shall be made with an engineer's scale, minimum scales to be one (1) inch represents one hundred (100) feet, shall be on one (1) or more sheets with outer dimensions of twenty-four by thirty-six (24 x 36) inches.
☐	☒	Date of preparation, the scale, a symbol designating true north.
☐	☒	The name of the master plan
☐	☒	The names, addresses, phone numbers and fax numbers of the applicant and the firm or person responsible for preparing the master plan.
☐	☒	Existing and proposed easements and rights-of-way for collector and arterial streets.
☐	☒	On each land use-specific section of the plan identify: • Projected acreage, minimum lot size and gross and net residential densities; • Projected acreage designated for parks, open space and other public uses; • Projected acreage for industrial and commercial uses.
☐	☒	Land use legend, showing: • Proposed gross and net residential densities; • Proposed acreage designated for each specific land use – parks, commercial, industrial, residential, other public uses; streets, etc.; • Proposed zoning classifications and total acreage of the parcel.
☐	☒	Existing watercourses with adequate easements for flood control
☐	☒	Designation of all public sites to be reserved and dedicated
☐	☒	Existing two-foot contours
☐	☒	Certification blocks. (http://co-windsor2.civicplus.com/DocumentCenter/Home/View/976)
☐	☒	Vicinity Map
☐	☒	Revisions block. An information block entitled "Revisions" shall be included on all preliminary site plans, and all such blocks for revisions shall include entry blocks for: a) the date of each revision, b) the initials of the person who made the revision, and c) a brief description of the revision. The applicant or applicant's representative shall be responsible for making entries in each of these respective blocks each time a revision has been made to the preliminary site plan.



LAND USE APPLICATION

1

Land use applications shall include all items listed in the application submittal checklist and the Town of Windsor Municipal Code. The Town of Windsor Planning Department reserves the right to reject incomplete submittals. The application fee and all associated materials are to be provided with this form. Staff will review the submittal and advise you of its completeness for processing.

2

APPLICATION TYPE:

- ☐ Annexation
☒ Master Plan
☐ Rezoning
☐ Minor Subdivision
☐ Lot Line Adjustment
☐ Major Subdivision
☐ Site Plan
☐ Administrative Site Plan

SUBTYPE:

(for Major Subdivisions and Site Plans only)

- ☐ Preliminary
☐ Final
☐ Qualified Commercial/Industrial

Project Name*: Fossil Creek Meadows

Legal Description*: See legal description - following sheet

Address/Location*: SE Corner of CO Road 34C and CO Road 5

Existing Zoning: _____ **Proposed Zoning:** _____

3

OWNER:

Name(s)*: Dallas Horton & Steve Pfister

Company: 3T Investments, LLLP

Address*: 5421 Taylor Lane, Fort Collins, CO 80528

Phone #*: _____ **Email*:** _____

APPLICANT (Owner or Owner's Representative):

Name*: John Beggs

Company: Russell + Mills Studios

Address*: 141 South College Ave, Suite 104

Phone #*: 970-484-8855 **Email*:** jbeggs@russellmillsstudios.com

AUTHORIZED REPRESENTATIVE:

Name: _____

Company: _____

Address: _____

Phone #: _____ **Email:** _____

4

All correspondence will only be sent to those listed above. It is the sole responsibility of those listed to distribute correspondence to other applicable parties.

I hereby depose and state under the penalties of perjury that all statements, proposals, and/or plans submitted with or contained within the application are true and correct to the best of my knowledge.

Signature: _____

(Proof of owner's authorization is required with submittal if signed by Applicant)

Date: 9/9/2015

Print Name: _____

John Beggs
John Beggs

*Required fields

Land Title Guarantee Company

Date: **12-09-2014**



**VERUS BANK OF COMMERCE
3700 S COLLEGE AVE
SUITE 102
FORT COLLINS CO 80525**

Loan No.:

Enclosed please find your loan policy insuring the property located at **4681 SHETLAND LN, FORT COLLINS, CO 80524** and owned by **THREE T INVESTMENTS, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP AND KRISTIN HORTON AND TRENT G. HORTON AND JENNIFER HORTON AND TROY D. HORTON AND TRAVIS J. HORTON AND KIMBERLY HORTON, AS THEIR INTERESTS MAY APPEAR .**

The following endorsements are included in this policy:

Please review this policy in its entirety. In the event that you find any discrepancy or if you have any questions regarding your policy, you may contact:

**Final Policy Department
Phone: 970-282-3649
Fax: 970-282-3652**

Please refer to our Order Number **25124711**.

We at Land Title Guarantee Company believe in delivering quality products that meet your needs and our goal is to provide the most efficient, reliable service in the industry. Thank you for giving us the opportunity to serve you.

LOAN POLICY OF TITLE INSURANCE



ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 17 OF THE CONDITIONS.

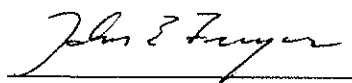
COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, ("the Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 11, 13, and 14, after Date of Policy, against

loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

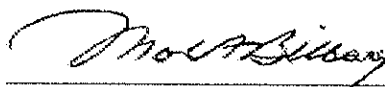
1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - (c) 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. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protectionif a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. The invalidity or unenforceability of the lien of the Insured Mortgage upon the Title. This Covered Risk includes but is not limited to insurance against loss from any of the following impairing the lien of the Insured Mortgage
 - (a) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (b) failure of any person or Entity to have authorized a transfer or conveyance;
 - (c) the Insured Mortgage not being properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (d) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (e) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (f) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (g) a defective judicial or administrative proceeding.
10. The lack of priority of the lien of the Insured Mortgage upon the Title over any other lien or encumbrance.
11. The lack of priority of the lien of the Insured Mortgage upon the Title
 - (a) as security for each and every advance of proceeds of the loan secured by the Insured Mortgage over any statutory lien for services, labor, or material arising from construction of an improvement or work related to the Land when the improvement or work is either
 - (i) contracted for or commenced on or before Date of Policy; or
 - (ii) contracted for, commenced, or continued after Date of Policy if the construction is financed, in whole or in part, by proceeds of the loan secured by the Insured Mortgage that the Insured has advanced or is obligated on Date of Policy to advance; and
 - (b) over the lien of any assessments for street improvements under construction or completed at Date of Policy.

Issued through the Office of:
LAND TITLE GUARANTEE COMPANY
3033 E 1ST AVE #600
DENVER, CO 80206
303-850-4165


John E. Freyer, President

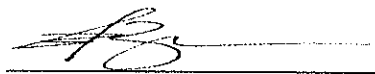


OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South
Minneapolis, Minnesota 55401
(612) 371-1111


Mark Bilbrey, President

AMERICAN
LAND TITLE
ASSOCIATION




Rande Yeager, Secretary

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AMERICAN LAND TITLE ASSOCIATION LOAN POLICY Adopted 6-17-06 al.06.policy.pg1.ort.odt

12. The invalidity or unenforceability of any assignment of the Insured Mortgage, provided the assignment is shown in Schedule A, or the failure of the assignment shown in Schedule A to vest title to the Insured Mortgage in the named Insured assignee free and clear of all liens.
13. The invalidity, unenforceability, lack of priority, or avoidance of the lien of the Insured Mortgage upon the Title
 - (a) resulting from the avoidance in whole or in part, or from a court order providing an alternative remedy, of any transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction creating the lien of the Insured Mortgage because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the Insured Mortgage constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure or its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
14. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 13 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the Insured Mortgage in the Public Records.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13 or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Section 10 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Indebtedness": The obligation secured by the Insured Mortgage including one evidenced by electronic means authorized by law, and if that obligation is the payment of a debt, the Indebtedness is the sum of
 - (i) the amount of the principal disbursed as of Date of Policy;
 - (ii) the amount of the principal disbursed subsequent to Date of Policy;
 - (iii) the construction loan advances made subsequent to Date of Policy for the purpose of financing in whole or in part the construction of an improvement to the Land or related to the Land that the Insured was and continued to be obligated to advance at Date of Policy and at the date of the advance;
 - (iv) interest on the loan;
 - (v) the prepayment premiums, exit fees, and other similar fees or penalties allowed by law;
 - (vi) the expenses of foreclosure and any other costs of enforcement;
 - (vii) the amounts advanced to assure compliance with laws or to protect the lien or the priority of the lien of the Insured Mortgage before

the acquisition
of the estate or interest in the Title;
(viii) the amounts to pay taxes and insurance; and
(ix) the reasonable amounts expended to prevent deterioration of improvements; but the indebtedness is reduced by the total of all payments and by any amount forgiven by an Insured.

(e) "Insured": The Insured named in Schedule A.

(i) The term "Insured" also includes

(A) the owner of the indebtedness and each successor in ownership of the Indebtedness, whether the owner or successor owns the Indebtedness for its own account or as a trustee or other fiduciary, except a successor who is an obligor under the provisions of Section 12(c) of these Conditions;

(B) the person or Entity who has "control" of the "transferable record," if the Indebtedness is evidenced by a "transferable record," as these terms are defined by applicable electronic transactions law;

(C) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization; (D) successors to an Insured by its conversion to another kind of Entity;

(E) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title

(1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,

(2) if the grantee wholly owns the names Insured, or

(3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity;

(F) any government agency or instrumentality that is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing the Indebtedness secured by the Insured Mortgage, or any part of it, whether named as an Insured or not;

(ii) With regard to (A), (B), (C), (D), and (E) reserving, however all rights and defenses as to any successor that the Company would have had against any predecessor Insured, unless the successor acquired the Indebtedness as a purchaser for value without Knowledge of the asserted defect, lien, encumbrance, or other matter insured against by this policy.

(f) "Insured Claimant": An Insured claiming loss or damage.

(g) "Insured Mortgage": The Mortgage described in paragraph 4 of Schedule A.

(h) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.

(i) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.

(j) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.

(k) "Public Records": Records established under state statutes as Date of Policy for the purpose of imparting constructive notice of matter relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protections liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

(l) "Title": The estate or interest described in Schedule A.

(m) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured after acquisition of the Title by an Insured or after conveyance by an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured of any claim of title or interest that is adverse to the Title or the lien of the Insured Mortgage, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title or the lien of the Insured Mortgage, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

(a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes

of action that allege matters not insured against by this policy.

(b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

(i) To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay; or

(ii) To purchase the Indebtedness for the amount of the Indebtedness on the date of purchase, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of purchase and that the Company is obligated to pay. When the Company purchases the Indebtedness, the Insured shall transfer, assign, and convey to the Company the Indebtedness and the Insured Mortgage, together with any collateral security.

Upon the exercise by the Company of either of the options provided for in subsections (a)(i) or (ii), all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in those subsections, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise of the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the least of

(i) the Amount of Insurance,

(ii) the Indebtedness,

(iii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy, or

(iv) if a government agency or instrumentality is the Insured Claimant, the amount it paid in the acquisition of the Title or the Insured Mortgage in satisfaction of its insurance contract or guaranty.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title or the lien of the Insured Mortgage, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In the event the Insured has acquired the Title in the manner described in Section 2 of these Conditions or has conveyed the Title, then the extent of liability of the Company shall continue as set forth in Section 8(a) of these Conditions.

(d) In addition to the extent of liability under (a), (b), and (c), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, or establishes the lien of the Insured Mortgage, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title or to the lien of the Insured Mortgage, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

(a) All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment. However, any payments made prior to the acquisition of Title as provided in Section 2 of these Conditions shall not reduce the Amount of Insurance afforded under this policy except to the extent that the payments reduce the Indebtedness.

(b) The voluntary satisfaction or release of the Insured Mortgage shall terminate all liability of the Company except as provided in Section 2 of these Conditions.

11. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

12. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) The Company's Right to Recover

Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title or Insured Mortgage and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Insured's Rights and Limitations

(i) The owner of the Indebtedness may release or substitute the personal liability of any debtor or guarantor, extend or otherwise modify the terms of payment, release a portion of the Title from the lien of the Insured Mortgage, or release any collateral security for the Indebtedness, if it does not affect the enforceability or priority of the lien of the Insured Mortgage.

(ii) If the Insured exercises a right provided in (b)(i), but has Knowledge of any claim adverse to the Title or the lien of the Insured Mortgage insured against by this policy, the Company shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the Insured Claimant of the Company's right of subrogation.

(c) The Company's Rights Against Noninsured Obligors

The Company's right of subrogation includes the Insured's rights against non-insured obligors including the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights. The Company's right of subrogation shall not be avoided by acquisition of the Insured Mortgage by an obligor (except an obligor described in Section 1(e)(i)(F) of these Conditions) who acquires the Insured Mortgage as a result of an indemnity, guarantee, other policy of insurance, or bond, and the obligor will not be an Insured under this policy.

13. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters

when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

14. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

(a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage that arises out of the status of the Title or lien of the Insured Mortgage or by any action asserting such claim shall be restricted to this policy.

(c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of

this policy. (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

16. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcements of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title or the lien of the Insured Mortgage that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principals to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of American or its territories having appropriate jurisdiction.

17. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 400 Second Avenue South Minneapolis, Minnesota 55401 612-371-1111

ANTI-FRAUD STATEMENT: Pursuant to CRS 10-1-128(6)(a), it is unlawful to knowingly provide false, incomplete or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies. This anti-fraud statement is affixed and made a part of this policy.

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Land Title Guarantee Company Representing Old Republic National Title Insurance Company

Schedule A

Order Number: FCC25124711

Policy Number: LX25124711.662804

Amount \$2,200,000.00

Property Address:

4681 SHETLAND LN, FORT COLLINS, CO 80524

1. Policy Date:

October 22, 2014 at 5:00 P.M.

2. Name of Insured:

VERUS BANK OF COMMERCE, ITS SUCCESSORS AND/OR ASSIGNS

3. The estate or interest in the Land described or referred to in this Schedule and which is covered by this policy is:

A FEE SIMPLE

4. Title to the estate or interest covered by this policy at the date is vested in:

THREE T INVESTMENTS, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP AND KRISTIN HORTON AND TRENT G. HORTON AND JENNIFER HORTON AND TROY D. HORTON AND TRAVIS J. HORTON AND KIMBERLY HORTON, AS THEIR INTERESTS MAY APPEAR

5. The mortgage, herein referred to as the insured mortgage, and the assignments thereof, if any are described as follows:

DEED OF TRUST DATED SEPTEMBER 29, 2014, FROM THREE T INVESTMENTS, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERHSIP; KRISTIN HORTON; TRENT G. HORTON; JENNIFER HORTON; TROY D. HORTON; TRAVIS J. HORTON AND KIMBERLY HORTON TO THE PUBLIC TRUSTEE OF LARIMER COUNTY FOR THE USE OF VERUS BANK OF COMMERCE TO SECURE THE SUM OF \$2,200,000.00 RECORDED OCTOBER 22, 2014, UNDER RECEPTION NO. 20140060652.

NOTE FOR INFORMATION PURPOSES:

SAID DEED OF TRUST WAS FURTHER SECURED IN ASSIGNMENT OF RENTS RECORDED OCTOBER 22, 2014, UNDER RECEPTION NO. 20140060653.

6. The Land referred to in this Policy is described as follows:

PARCEL 1:

LOT 59, CLYDESDALE PARK P.U.D., FIRST FILING, COUNTY OF LARIMER, STATE OF COLORADO.

PARCEL 2:

LOTS 112, 113, 114 AND 115, HIGHPOINTE SUBDIVISION, TOWN OF WINDSOR, COUNTY OF LARIMER, STATE OF COLORADO

Land Title Guarantee Company Representing Old Republic National Title Insurance Company

Schedule A

Order Number: FCC25124711

Policy Number: LX25124711.662804

PARCEL A:

A 90% INTEREST IN THE NE 1/4 OF SECTION 15, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, LYING SOUTH AND EAST OF THE OUTLET DITCH FROM FOSSIL CREEK RESERVOIR
LESS THAT PORTION CONTAINED IN DEED RECORDED APRIL 26, 2002 AT RECEPTION NO. 2002046470

PARCEL D:

THE EAST 1/2 OF THE FOLLOWING DESCRIBED PROPERTY CONSISTING OF PARCELS D1 AND D2 TO WIT:

PARCEL D1:

THE S 1/2 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, LYING EAST AND SOUTH OF OUTLET DITCH FROM FOSSIL CREEK RESERVOIR
LESS THAT PORTION CONTAINED IN DEED RECORDED APRIL 26, 2002 AT RECEPTION NO. 2002046469

PARCEL D2:

THE S 1/2 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, LYING NORTH AND WEST OF OUTLET DITCH FROM FOSSIL CREEK RESERVOIR

PARCEL E:

THE S 1/2 OF THE SE 1/4 OF SECTION 10, LYING NORTH AND WEST OF OUTLET DITCH FROM FOSSIL CREEK RESERVOIR
ALSO ALL OF THE N 1/2 OF THE NE 1/4 OF SECTION 15, LYING NORTH AND WEST OF OUTLET DITCH FROM FOSSIL CREEK RESERVOIR, ALL IN TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO
EXCEPT THAT PORTION THEREOF DESCRIBED IN DEED RECORDED JULY 12, 2002 AT RECEPTION NO. 2002074497
AND LESS THAT PORTION LYING WEST OF A LINE THAT IS 660 FEET EAST OF AND PARALLEL TO THE WEST LINE OF SAID SECTIONS 10 AND 15

PARCEL F:

THE WEST 660 FEET OF THAT PARCEL OF LAND IN THE S 1/2 OF THE SE 1/4 OF SECTION 10, AND IN THE W 1/2 OF THE NE 1/4 OF SECTION 15, ALL IN TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, LYING NORTH AND WEST OF THE OUTLET DITCH FROM FOSSIL CREEK RESERVOIR
EXCEPT THAT PORTION CONTAINED IN BOOK 821 AT PAGE 127

PARCEL G:

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Schedule A

Order Number: FCC25124711

Policy Number: LX25124711.662804

ALL THAT PORTION OF THE SW 1/4 OF THE SE 1/4 OF SECTION 10, TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH P.M., COUNTY OF LARIMER, STATE OF COLORADO, LYING SOUTH AND EAST OF THE OUTLET DITCH FROM FOSSIL CREEK RESERVOIR

This Policy Valid only if Schedule B is attached.

Land Title Guarantee Company Representing Old Republic National Title Insurance Company

(Schedule B-I)

Order No. 25124711

Policy No. LX25124711.662804

THIS POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING:

- 1) ANY FACTS, RIGHTS, INTERESTS, OR CLAIMS THEREOF, NOT SHOWN BY THE PUBLIC RECORDS BUT THAT 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) (A) UNPATENTED MINING CLAIMS; (B) RESERVATIONS OR EXCEPTIONS IN PATENTS OR IN ACTS AUTHORIZING THE ISSUANCE THEREOF; (C) WATER RIGHTS, CLAIMS OR TITLE TO WATER.
- 6) 2014 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
- 7) RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY IN INSTRUMENT RECORDED MAY 06, 1930, IN BOOK 607 AT PAGE 23.
- 8) NOTES, STATEMENTS AND EASEMENTS SHOWN AND SET FORTH ON THE EXEMPTION SUBMITTAL RECORDED JUNE 26, 1981 IN BOOK 2121 AT PAGE 888.
- 9) PERMANENT EASEMENT FOR MAINTENANCE OF IRRIGATION FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JANUARY 17, 1983, IN BOOK 2202 AT PAGE 1167.
- 10) PERMANENT EASEMENT GRANTED TO STATE DEPARTMENT OF HIGHWAYS, DIVISION OF HIGHWAYS, STATE OF COLORADO, RECORDED MARCH 07, 1983, IN BOOK 2209 AT PAGE 1258.
- 11) EASEMENT FOR WATER PIPELINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED FEBRUARY 02, 1990, UNDER RECEPTION NO. 90004896.
- 12) EMERGENCY FIRE ACCESS EASEMENT RECORDED APRIL 19, 1990 UNDER RECEPTION NO. 90016151.
- 13) GRANT OF EASEMENT FOR DRAINAGE, ACCESS AND UTILITIES AND INCIDENTAL PURPOSES AS SET FORTH IN INSTRUMENT RECORDED OCTOBER 19, 1998 UNDER RECEPTION NO. 98090574.
- 14) TERMS, CONDITIONS AND PROVISIONS OF FINDINGS AND RESOLUTION APPROVING THE MASTER PLAN AND PRELIMINARY PLAT FOR PHASES 1 AND 2 OF THE CLYDESDALE PARK PLANNED UNIT DEVELOPMENT RECORDED MARCH 17, 2000 AT RECEPTION NO. 2000017276.
NOTE: THE LEGAL DESCRIPTION SET FORTH IN SAID INSTRUMENT READS A PARCEL OF LAND IN THE "NORTHWEST" QUARTER, BUT THEN DESCRIBES THE SUBJECT PARCEL AS BEING IN THE "NORTHEAST" QUARTER.
- 15) ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE

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(Schedule B-I)

BOXELDER SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED SEPTEMBER 29, 2000, UNDER RECEPTION NO. 2000067118.

16) RIGHT OF WAY EASEMENT AS GRANTED TO POUDRE VALLEY RURAL ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED JULY 30, 2001, UNDER RECEPTION NO. 2001063059.

17) EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF CLYDESDALE PARK P.U.D. FIRST FILING RECORDED SEPTEMBER 18, 2001 UNDER RECEPTION NO. 2001083273.

18) TERMS, CONDITIONS AND PROVISIONS OF DEVELOPMENT AND SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED SEPTEMBER 18, 2001 AT RECEPTION NO. 2001083274.

19) RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED SEPTEMBER 18, 2001, UNDER RECEPTION NO. 2001083276, AND AS AMENDED IN INSTRUMENT RECORDED SEPTEMBER 27, 2001, UNDER RECEPTION NO. 2001087215.

NOTE: DECLARATION OF ADDRESS RECORDED SEPTEMBER 30, 2011 UNDER RECEPTION NO. 20110059402.

20) TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED SEPTEMBER 18, 2001 AT RECEPTION NO. 2001083277.

21) TERMS, CONDITIONS AND PROVISIONS OF BYLAWS RECORDED SEPTEMBER 19, 2001 AT RECEPTION NO. 2001083935.

22) TERMS, CONDITIONS AND PROVISIONS OF AFFIDAVIT OF CORRECTION CONCERNING STREET NAMES RECORDED SEPTEMBER 24, 2001 AT RECEPTION NO. 2001085546.

23) ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE BOXELDER SANITATION DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED FEBRUARY 20, 2002, UNDER RECEPTION NO. 2002019132.

24) TERMS, CONDITIONS AND PROVISIONS OF FINDINGS AND RESOLUTION RECORDED JUNE 05, 2002 AT RECEPTION NO. 2002061038.

25) TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT CONCERNING SANITARY SEWER SERVICE RECORDED MAY 24, 2005 AT RECEPTION NO. 2005-0042075.

26) ANY TAX, LIEN, FEE, OR ASSESSMENT BY REASON OF INCLUSION OF SUBJECT PROPERTY IN THE LARIMER COUNTY PUBLIC IMPROVEMENT DISTRICT NO. #50 CLYDESDALE PARK, AS EVIDENCED BY INSTRUMENT RECORDED NOVEMBER 08, 2011, UNDER RECEPTION NO. 20110068285.

EXCEPTIONS 7 THROUGH 26 AFFECT PARCEL 1

27) RESERVATIONS BY THE UNION PACIFIC RAILROAD COMPANY OF:

- (1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,
- (2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND
- (3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED AUGUST 24, 1910, IN BOOK 290 AT

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PAGE 64.

28) REQUEST FOR NOTIFICATION (MINERAL ESTATE OWNER) RECORDED DECEMBER 21, 2007 UNDER RECEPTION NO. 20070095377.

29) OIL AND GAS LEASE BETWEEN UNION PACIFIC RAILROAD COMPANY AND PAN AMERICAN PETROLEUM CORPORATION, RECORDED FEBRUARY 8, 1971 IN BOOK 1452 AT PAGE 624 AND ANY AND ALL ASSIGNMENTS THEREOF, OR INTEREST THEREIN. AFFIDAVIT OF LEASE EXTENSION RECORDED APRIL 20, 1983 IN BOOK 2216 AT PAGE 287. RATIFICATION OF LEASE RECORDED JANUARY 14, 1991 AT RECEPTION NO. 91001723.

AFFIDAVIT OF PRODUCTION AND EXTENSION OF LEASE RECORDED JANUARY 26, 2009 AT RECEPTION NOS. 20090004287 AND 20090004288 AND 20090004289.

30) TERMS, CONDITIONS AND PROVISIONS OF SPECIAL REVIEW RECORDED NOVEMBER 19, 1982 IN BOOK 2194 AT PAGE 969.

31) TERMS, CONDITIONS AND PROVISIONS OF SURFACE OWNERS AGREEMENT RECORDED JUNE 06, 1983 IN BOOK 2222 AT PAGE 1984.

32) TERMS, CONDITIONS AND PROVISIONS OF LETTER RECORDED JULY 13, 1989 AT RECEPTION NO. 89030996.

33) EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO, FOR PIPELINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED APRIL 04, 1994, UNDER RECEPTION NO. 94029054, 94029055 AND 94029056.

34) TERMS, CONDITIONS AND PROVISIONS OF ORDER RECORDED MAY 18, 2001 AT RECEPTION NO. 2001037686.

35) TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE #1110 RECORDED APRIL 05, 2002 AT RECEPTION NO. 2002038423.

36) TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED APRIL 05, 2002 AT RECEPTION NO. 2002038425.

37) SURFACE USE AGREEMENT BETWEEN ANADARKO E&P COMPANY, LP, ANADARKO LAND CORP AND UNION PACIFIC LAND RESOURCES CORPORATION, UNIOIL, THREE T INVESTMENTS, AND DALLAS HORTON RECORDED JUNE 3, 2004 AT RECEPTION NO. 20040053959 AND 20040053960; AMENDMENT TO SURFACE USE AGREEMENT RECORDED OCTOBER 20, 2006 AT RECEPTION NO. 20060079711.

38) EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF HIGHPOINTE SUBDIVISION RECORDED OCTOBER 31, 2005 AT RECEPTION NO. 20050092192.

39) TERMS, CONDITIONS AND PROVISIONS OF DEVELOPMENT AGREEMENT RECORDED OCTOBER 31, 2005 AT RECEPTION NO. 20050092193. ADDENDUM FEBRUARY 9, 2006 UNDER RECEPTION NO. 20060009878 AND RECORDED AUGUST 21, 2006 UNDER RECEPTION NO. 20060063137.

40) TERMS, CONDITIONS AND PROVISIONS OF ORDER AND DECREE ORGANIZING HIGHPOINT VISTA METROPOLITAN DISTRICT #2 RECORDED DECEMBER 21, 2005 AT RECEPTION NO. 20050108890.

41) EASEMENT GRANTED TO POUDDRE VALLEY RURAL ELECTRIC ASSOCIATION, INC., FOR UNDERGROUND ELECTRIC LINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MARCH 28, 2006, UNDER RECEPTION NO. 20060022231.

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42) RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN INSTRUMENT RECORDED APRIL 05, 2006, UNDER RECEPTION NO. 20060024750. FIRST AMENDMENT RECORDED JANUARY 9, 2007 UNDER RECEPTION NO. 20070002205. SECOND AMENDMENT RECORDED JANUARY 24, 2013 UNDER RECEPTION NO. 20130006412.

RESOLUTIONS OF THE BOARD OF DIRECTORS RECORDED AUGUST 17, 2011 UNDER RECEPTION NO. 20110049946 AND RECORDED APRIL 20, 2012 UNDER RECEPTION NO. 20120026426.

43) TERMS, CONDITIONS AND PROVISIONS OF JOINT RESOLUTION OF THE BOARD OF DIRECTORS OF HIGHPOINTE VISTA METROPOLITAN DISTRICT #1 AND 2 RECORDED MAY 22, 2006 AT RECEPTION NO. 20060038243 AND AMENDMENT RECORDED AUGUST 2, 2007 AT RECEPTION NO. 20070059092 AND AS AMENDED IN INSTRUMENT RECORDED FEBRUARY 24, 2012 AT RECEPTION NO. 20120012379.

44) TERMS, CONDITIONS AND PROVISIONS OF MAINTENANCE DECLARATION RECORDED JANUARY 29, 2007 AT RECEPTION NO. 20070002206 AND RESOLUTION RECORDED DECEMBER 23, 2009 AT RECEPTION NO. 20090088627. (TRACT A AND LOTS 1-26)

45) TERMS, CONDITIONS AND PROVISIONS OF JOINT RESOLUTION OF THE BOARDS OF DIRECTORS OF HIGHPOINTE VISTA METROPOLITAN DISTRICT NO. 1 AND HIGHPOINTE VISTA METROPOLITAN DISTRICT NO. 2 A RESOLUTION PROVIDING FOR THE IMPOSITION OF PATIO HOME MAINTENANCE FEES, RECORDED JANUARY 09, 2007 AT RECEPTION NO. 20070002207.

46) TERMS, CONDITIONS AND PROVISIONS OF JOINT RESOLUTION OF THE BOARD OF DIRECTORS OF HIGHPOINTE VISTA METROPOLITAN DISTRICT #1 AND #2 A RESOLUTION PROVIDING FOR AN INCREASE IN POOL FEES, RECORDED JANUARY 09, 2007 AT RECEPTION NO. 20070002208.

47) TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION OF THE BOARD OF DIRECTORS OF HIGHPOINTE VISTA METROPOLITAN DISTRICT NO. 1 RECORDED APRIL 20, 2012 AT RECEPTION NO. 20120026426.

EXCEPTIONS 27 THROUGH 47 AFFECT PARCEL 2

48) RIGHT OF WAY FOR OUTLET DITCH FROM FOSSIL CREEK RESERVOIR AS ESTABLISHED AND/OR USED.

49) RIGHT OF WAY FOR ROAD AS ESTABLISHED AND/OR USED, AS SET FORTH IN ROAD BOOK 4 AT PAGE 107.

50) RESERVATIONS BY THE UNION PACIFIC RAILROAD COMPANY OF:

(1) ALL OIL, COAL AND OTHER MINERALS UNDERLYING SUBJECT PROPERTY,
(2) THE EXCLUSIVE RIGHT TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, AND
(3) THE RIGHT OF INGRESS AND EGRESS AND REGRESS TO PROSPECT FOR, MINE AND REMOVE OIL, COAL AND OTHER MINERALS, ALL AS CONTAINED IN DEED RECORDED FEBRUARY 26, 1900, IN BOOK 150 AT PAGE 1.

51) RIGHT OF WAY EASEMENT AS GRANTED IN INSTRUMENT RECORDED SEPTEMBER 23, 1905, IN BOOK 202 AT PAGE 74 AND RECORDED MARCH 5, 1906 IN BOOK 202 AT PAGE 111.

52) RIGHT OF WAY EASEMENT AS GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH IN

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INSTRUMENT RECORDED MAY 06, 1930, IN BOOK 607 AT PAGE 10.

53) UNDIVIDED 1/4 INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN DEED RECORDED NOVEMBER 04, 1953, IN BOOK 961 AT PAGE 147, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

54) UNDIVIDED 1/8 INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN DEED RECORDED DECEMBER 24, 1953, IN BOOK 964 AT PAGE 82, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

55) UNDIVIDED 3/8 INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN DEED RECORDED OCTOBER 11, 1956, IN BOOK 1030 AT PAGE 540, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

56) UNDIVIDED 1/8 INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS AS RESERVED IN DEED RECORDED OCTOBER 15, 1959, IN BOOK 1105 AT PAGE 60, AND ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

57) RIGHT OF WAY EASEMENT AS GRANTED TO UNITED STATES OF AMERICA IN INSTRUMENT RECORDED JULY 20, 1961, IN BOOK 1145 AT PAGE 583.

58) RIGHT OF WAY EASEMENT AS GRANTED TO UNITED STATES OF AMERICA IN INSTRUMENT RECORDED JULY 18, 1962, IN BOOK 1177 AT PAGE 306.

59) TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED JULY 28, 1970 IN BOOK 1437 AT PAGE 856.

60) RIGHT OF WAY EASEMENT AS GRANTED TO POUDRE VALLEY RURAL ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED SEPTEMBER 02, 1980, IN BOOK 2066 AT PAGE 719.

61) OIL AND GAS LEASE RECORDED OCTOBER 22, 1982 IN BOOK 2190 AT PAGE 716, AND ANY ASSIGNMENTS OR INTERESTS THEREOF.

62) RIGHT OF WAY EASEMENT AS GRANTED TO POUDRE VALLEY RURAL ELECTRIC ASSOCIATION IN INSTRUMENT RECORDED AUGUST 29, 1980, IN BOOK 2065 AT PAGE 991.

63) TERMS, CONDITIONS AND PROVISIONS OF GRANT OF EASEMENT RECORDED NOVEMBER 07, 2000 AT RECEPTION NO. 2000076681.

64) EASEMENT GRANTED TO MOUNTAIN STATES TELEPHONE & TELEGRAPH COMPANY, FOR TELEPHONE & TELEGRAPH LINES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED MAY 06, 1930, IN BOOK 607 AT PAGE 5.

65) TERMS, CONDITIONS AND PROVISIONS OF DEED DENYING RIGHTS OF ACCESS, BETWEEN LEE O. COOK AND THE STATE HIGHWAY DEPARTMENT OF THE STATE OF COLORADO RECORDED SEPTEMBER 16, 1946 IN BOOK 822 AT PAGE 419.

66) EASEMENT GRANTED TO THE UNITED STATES OF AMERICA, FOR UNDERGROUND CABLE LINE, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 14, 1961, IN BOOK 1147 AT PAGE 489.

67) RIGHT OF WAY EASEMENT AS GRANTED IN INSTRUMENT RECORDED NOVEMBER 07, 2000, UNDER RECEPTION NO. 2000076681.

68) RIGHT OF WAY EASEMENT AS GRANTED TO POUDRE VALLEY RURAL ELECTRIC ASSOCIATION, INC.

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IN INSTRUMENT RECORDED JUNE 11, 2001, UNDER RECEPTION NO. 2001045322.

69) RIGHT OF WAY EASEMENT AS GRANTED TO POUDRE VALLEY RURAL ELECTRIC ASSOCIATION, INC. IN INSTRUMENT RECORDED AUGUST 13, 2001, UNDER RECEPTION NO. 2001069234.

70) TERMS, CONDITIONS AND PROVISIONS OF ORDINANCE NO 2002-1109 RECORDED APRIL 05, 2002 AT RECEPTION NO. 2002038420.

71) TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION MAP RECORDED APRIL 05, 2002 AT RECEPTION NO. 2002038421.

72) TERMS, CONDITIONS AND PROVISIONS OF ANNEXATION AGREEMENT RECORDED APRIL 05, 2002 AT RECEPTION NO. 2002038422.

73) TERMS, CONDITIONS AND PROVISIONS OF AGREEMENTS RECORDED JANUARY 14, 2013 AT RECEPTION NO. 20130003798 AND 20130003799 AND 20130003800 AND 20130003833 AND 20130003837 AND 20130003838.

Land Title Guarantee Company Representing Old Republic National Title Insurance Company

(Schedule B-II)

Order No. 25124711

Policy No. LX25124711.662804

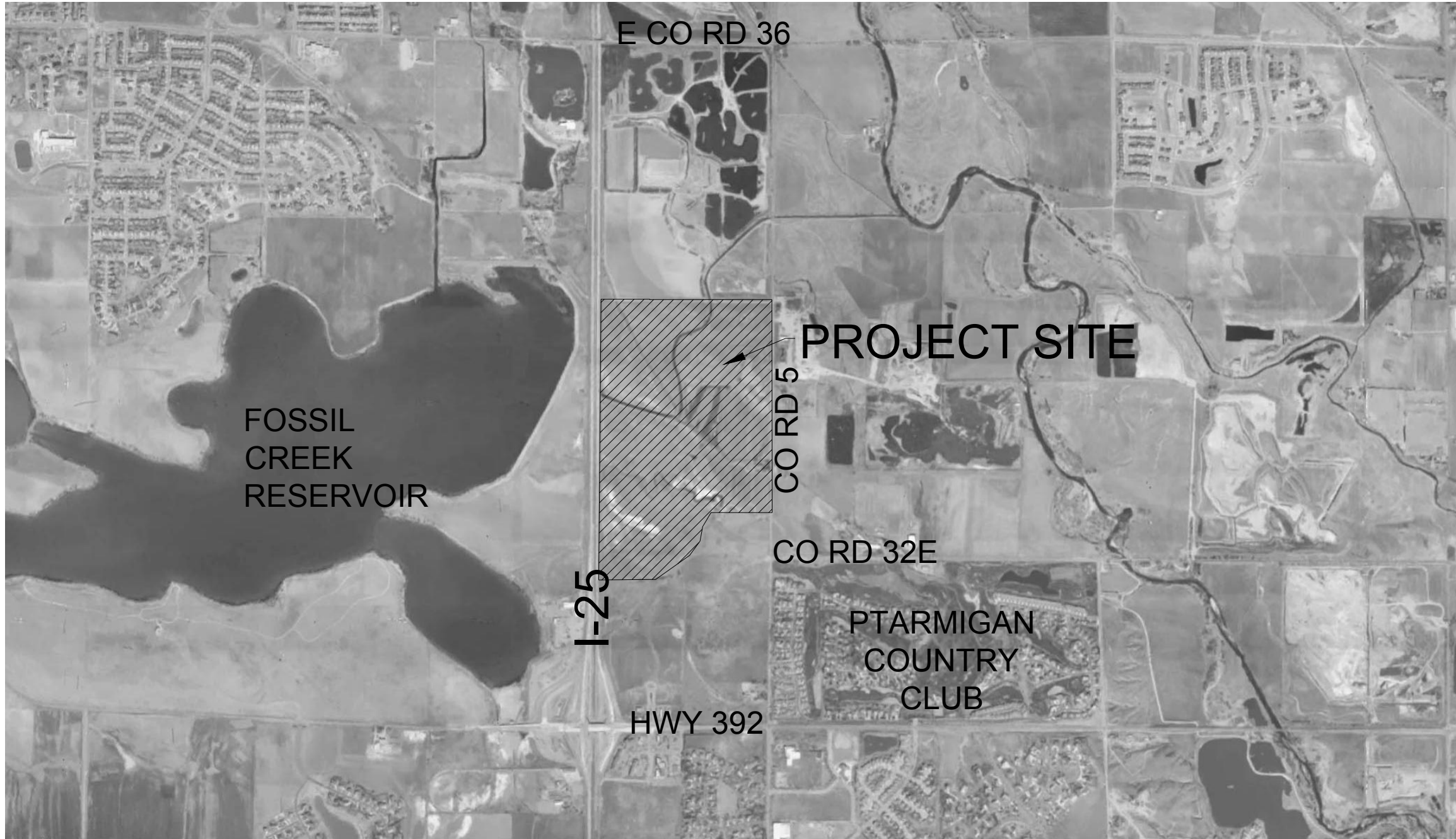
In addition to the matters set forth in Part I of this Schedule, the title to the estate or interest in the Land described or referred to in Schedule A is subject to the following matters, if any be shown, but the Company insures that the lien or charge of the insured mortgage upon said estate or interest is prior to such matters.

DEED OF TRUST DATED JUNE 24, 2014, FROM THREE T INVESTMENTS, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP TO THE PUBLIC TRUSTEE OF LARIMER COUNTY FOR THE USE OF GUNG KEE JIM TO SECURE THE SUM OF \$350,000.00 RECORDED JUNE 24, 2014, UNDER RECEPTION NO. 20140033656.

SUBORDINATION AGREEMENT IN CONNECTION WITH SAID DEED OF TRUST RECORDED OCTOBER 22, 2014 UNDER RECEPTION NO. 20140060654.

FOSSIL CREEK MEADOWS

AMENDED MASTER PLAN



VICINITY MAP - N.T.S.



SHEET INDEX:

- (1) LS001 - COVER SHEET
- (2) MP101 - OVERALL AMENDED MASTER PLAN - FOSSIL CREEK RANCH
- (3) MP102 - ENLARGEMENT AMENDED MASTER PLAN
- (4) MP103 - ENLARGEMENT AMENDED MASTER PLAN
- (5) MP104 - ENLARGEMENT AMENDED MASTER PLAN
- (6) MP105 - ENLARGEMENT AMENDED MASTER PLAN
- (7) MASTER UTILITY PLAN (BY WOHNRADE ENGINEERING)
- (8) MASTER DRAINAGE PLAN (BY WOHNRADE ENGINEERING)

OWNER INFORMATION:
THREE T INVESTMENTS, LLLP
DALLAS HORTON/STEVE PFISTER
5421 TAYLOR LANE, FORT COLLINS, CO 80528

ENGINEER:
WOHNRADE ENGINEERING
11582 COLONY ROW
BROOMFIELD, CO 80021

PLANNER/LANDSCAPE ARCHITECT:
RUSSELL + MILLS STUDIOS
506 S COLLEGE AVE, UNIT A
FORT COLLINS, CO 80524

NOTICE OF OTHER DOCUMENTS
ALL PERSONS TAKE NOTICE THAT CERTAIN DOCUMENTS HAVE BEEN EXECUTED PERTAINING TO THIS DEVELOPMENT, WHICH CREATE CERTAIN RIGHTS AND OBLIGATIONS OF THE DEVELOPMENT, THE DEVELOPER AND/OR SUBSEQUENT OWNERS OF ALL OR PORTIONS OF THE DEVELOPMENT SITE, MANY OF WHICH OBLIGATIONS CONSTITUTE PROMISES AND COVENANTS THAT RUN WITH THE LAND. THESE DOCUMENTS ARE OF RECORD AND ARE ON FILE WITH THE DIRECTOR OF PLANNING OF THE TOWN OF WINDSOR AND SHOULD BE CLOSELY EXAMINED BY ALL PERSONS INTERESTED IN PURCHASING ANY PORTION OF THE DEVELOPMENT SITE.

LEGAL DESCRIPTION
FOSSIL CREEK RANCH SUBDIVISION

A PLAT OF A PARCEL OF LAND IN THE TOWN OF WINDSOR, COUNTY OF LARIMER, COLORADO, LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10 AND THE NORTHEAST QUARTER OF SECTION 15, BOTH IN TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WINDSOR, COUNTY OF LARIMER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 10 AS BEARING NORTH 89°07'49" WEST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER (SOUTH 1/16 CORNER) OF SAID SECTION 10; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 10 NORTH 89°07'49" WEST 59.96 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT OF WAY OF LARIMER COUNTY ROAD 5, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10 NORTH 89°07'49" WEST 2451.51 FEET TO A POINT ON THE EAST RIGHT OF WAY OF INTERSTATE 25; THENCE ALONG SAID EAST RIGHT OF WAY THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: SOUTH 00°27'06" WEST 1316.14 FEET; THENCE SOUTH 00°29'47" WEST 235.10 FEET; THENCE SOUTH 00°29'36" WEST 657.43 FEET; THENCE SOUTH 44°30'24" EAST 84.85 FEET; THENCE SOUTH 00°29'36" WEST 476.47 FEET; THENCE SOUTH 45°29'36" WEST 63.64 FEET; THENCE SOUTH 00°29'36" WEST 1092.34 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE ALONG SAID SOUTH LINE SOUTH 87°01'33" EAST 1642.19 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH, HAVING A CENTRAL ANGLE OF 19°58'07" AND A RADIUS OF 745.00 FEET, THE LONG CHORD OF WHICH BEARS NORTH 82°58'33" EAST 258.33 FEET; THENCE DEPARTING SAID SOUTH LINE AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE 259.65 FEET; THENCE TANGENT FROM SAID CURVE SOUTH 87°02'23" EAST 394.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 17°36'45" AND A RADIUS OF 60.00 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 78°14'01" EAST 18.37 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 18.44 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 64°00'55" AND A RADIUS OF 132.00 FEET, THE LONG CHORD OF WHICH BEARS NORTH 78°33'54" EAST 139.93 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 147.48 FEET TO A POINT ON THE WEST RIGHT OF WAY OF LARIMER COUNTY ROAD 5; THENCE NON-TANGENT FROM SAID CURVE AND ALONG SAID WEST RIGHT OF WAY NORTH 00°19'33" EAST 2581.57 FEET AND AGAIN NORTH 00°23'05" EAST 1313.74 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 10 AND THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 219.49 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EXISTING EASEMENTS AND OR RIGHTS OF WAY OF RECORD.

ENGINEERING DEPARTMENT APPROVAL

APPROVED THIS THE _____ DAY OF _____, 20____.

DEPUTY DIRECTOR OF ENGINEERING _____

PLANNING COMMISSION APPROVAL

APPROVED THIS THE ____ DAY OF _____, 20____.

CHAIRMAN, WINDSOR PLANNING COMMISSION _____

PLANNING DEPARTMENT APPROVAL

APPROVED THIS THE _____ DAY OF _____, 20____.

DIRECTOR OF PLANNING _____

PUBLIC WORKS DEPARTMENT APPROVAL

APPROVED THIS THE _____ DAY OF _____, 20____.

DIRECTOR OF PUBLIC WORKS _____

TOWN MANAGER'S APPROVAL

APPROVED THIS THE _____ DAY OF _____, 20____.

TOWN MANAGER _____

PREPARER'S CERTIFICATE
I CERTIFY THAT THIS SITE PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

SIGNATURE
PREPARER OF SITE PLAN _____

PRINT NAME
PREPARER OF SITE PLAN _____

ACKNOWLEDGEMENT OF OWNERSHIP INTEREST
KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, LIENHOLDERS, AND HOLDERS OF ANY OWNERSHIP INTEREST AS DEFINED BY THE TOWN OF WINDSOR, OF THE LAND DESCRIBED HEREON, HAVE CAUSED SUCH LAND TO BE ANNEXED AND MASTER PLANNED AS INDICATED ON THIS MASTER PLAN. THE WITHIN MASTER PLAN IS SUBMITTED IN ACCORDANCE WITH THE WINDSOR MUNICIPAL CODE. IT IS HEREBY ACKNOWLEDGED THAT ALL CONSTRUCTION, USE AND DEVELOPMENT OF THIS PROPERTY WILL BE IN STRICT ACCORDANCE WITH THIS MASTER PLAN. IT IS FURTHER ACKNOWLEDGED THAT DEVIATION FROM THIS MASTER PLAN WITHOUT THE EXPRESS WRITTEN CONSENT OF THE TOWN OF WINDSOR MAY RESULT IN REVOCATION OF THE TOWN'S APPROVAL OF THE MASTER PLAN, DENIAL OF BUILDING PERMITS, REFUSAL TO ISSUE CERTIFICATES OF OCCUPANCY, INJUNCTIVE RELIEF PROHIBITING USE OF THE PROPERTY AND OTHER REMEDIES AVAILABLE TO THE TOWN UNDER THE WINDSOR MUNICIPAL CODE AND OTHER APPLICABLE LAWS OF THE STATE OF COLORADO.

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED HAVE CAUSED SAID LAND TO BE LAID OUT AND MASTER PLANNED UNDER THE NAME OF (FOSSIL CREEK MEADOWS-AMENDED MASTER PLAN). IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS THE ____ DAY OF _____, 20____.

OWNER:THREE T INVERSTMENTS, LLLP

JOSEPH A. HOFF _____

NOTARIAL CERTIFICATE (TO BE USED IN CONJUNCTION WITH ALL OWNER'S SIGNATURES)

STATE OF _____)

COUNTY OF _____)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____,THIS
____ DAY OF _____, 20____.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

MAYOR'S CERTIFICATE
THIS IS TO CERTIFY THAT A MASTER PLAN OF THE PROPERTY DESCRIBED HEREIN WAS APPROVED

BY RESOLUTION NO. _____ OF THE TOWN OF WINDSOR PASSED AND ADOPTED ON THE _____ DAY
OF _____, 20____, A.D. AND THAT THE MAYOR OF THE TOWN OF WINDSOR, AS AUTHORIZED BY

SAID RESOLUTION ON BEHALF OF THE TOWN OF WINDSOR, HEREBY ACKNOWLEDGES AND ADOPTS

THE SAID MASTER PLAN UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES

INDICATED THEREON.

MAYOR ATTEST: _____
TOWN CLERK

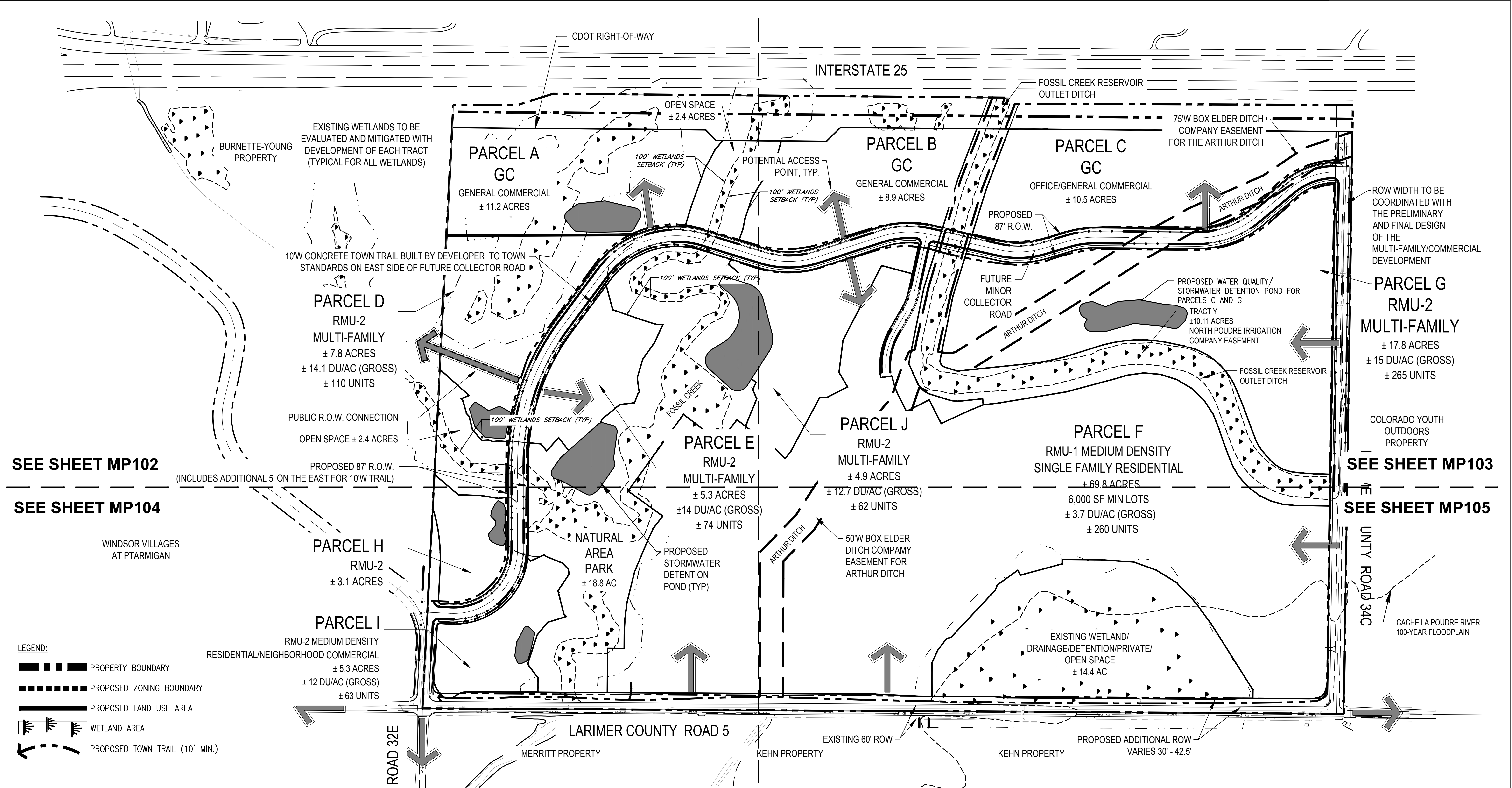
REV.	COMMENT	DATE

russe||+
mills

FOSSIL CREEK RANCH
AMENDED MASTER PLAN
COVER SHEET

Date: JULY 2022
Drawn By: MT
Checked By: JB

Sheet
LS001
Page 129 of 177

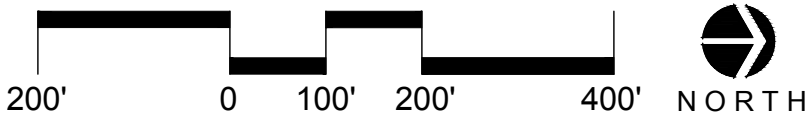


- NOTES:
1. ALL AREAS SHOWN ARE APPROXIMATE.
 2. EXACT LOT SIZES WILL BE DETERMINED WITH EACH PRELIMINARY AND FINAL SUBDIVISION SUBMITTAL.
 3. FINAL CONFIGURATION OF PARCELS AND OPEN SPACE AREAS MAY VARY FROM THAT SHOWN.
 4. FINAL ROAD ALIGNMENTS MAY VARY.
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 7. FINAL LOCATION AND SIZE OF PARK MAY VARY FROM THAT SHOWN.
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10. EXISTING WETLANDS TO BE EVALUATED AND MEDIATED WITH DEVELOPMENT OF EACH TRACT. (TYPICAL FOR ALL WETLANDS)
11. CASH-IN-LIEU WILL BE PAID FOR ANY PARK REQUIREMENTS NOT MET WITH LAND DEDICATION.
12. DEDICATED PARKLAND MUST MEET ALL TOWN OF WINDSOR STANDARDS.
13. TRAILS TO BE BUILT BY THE DEVELOPER, TO TOWN OF WINDSOR STANDARDS.

LAND USE BREAKDOWN					
PARCEL	NET AC.	UNITS	GROSS DU/AC	ZONING	MIN. LOT SIZE
A	11.2	--	--	GC	
B	8.9	--	--	GC	
C	10.5	--	--	GC	
D	7.8	110	14.1	RMU-1	
E	5.3	74	14.0	RMU-1	
F	69.8	260	3.7	RMU-1	6,000
G	17.8	265	15	RMU-1	
H	3.1	--	--	RMU-1	
I	5.3	63	12.0	RMU-1	6,000
J	4.9	62	12.7	RMU-1	
TOTAL	144.6	834			

LAND USE BREAKDOWN			
TRACT	TRACT LETTER	ACREAGE	% OF SITE
RESIDENTIAL - MEDIUM DENSITY SFD	F	69.8	31.8
RESIDENTIAL - MULTI-FAMILY	D,E,G,J	44.5	20.3
RESIDENTIAL / NEIGHBORHOOD COMMERCIAL	H,I	7.5	3.4
GENERAL COMMERCIAL	A,B	20.1	9.2
OFFICE / GENERAL COMMERCIAL	C	13.0	5.9
STREET RIGHT-OF-WAY		22.8	10.4
*NATURAL AREA PARK		18.8	8.6
OPEN SPACE / WETLANDS		23.0	10.4
TOTAL (BASED ON FILING 1 PLAT)		219.49	100

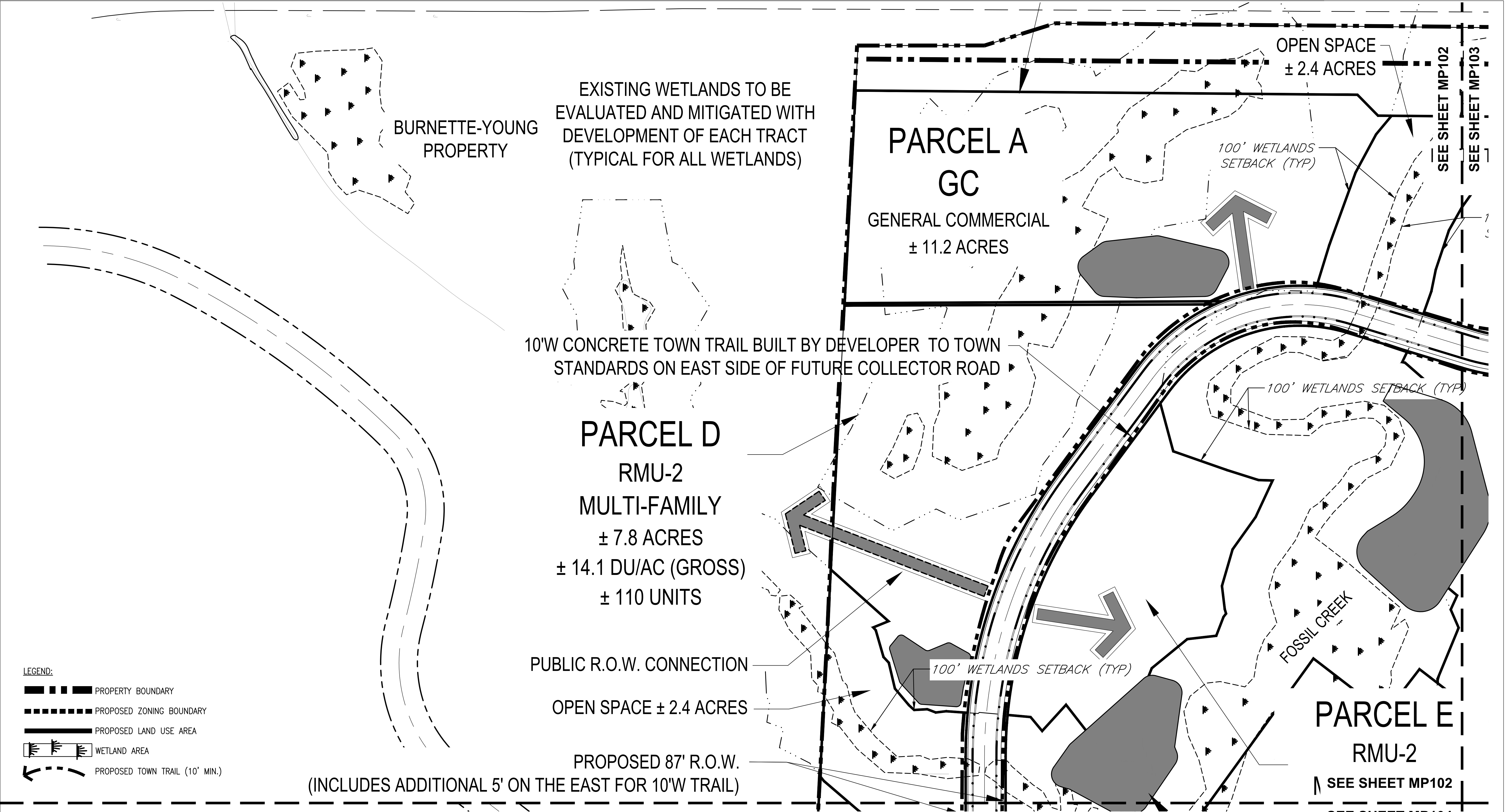


REV.	COMMENT	DATE

russell+mills

FOSSIL CREEK RANCH
Amended Master Plan

Date: JULY 2022
Drawn By: MT
Checked By: JB



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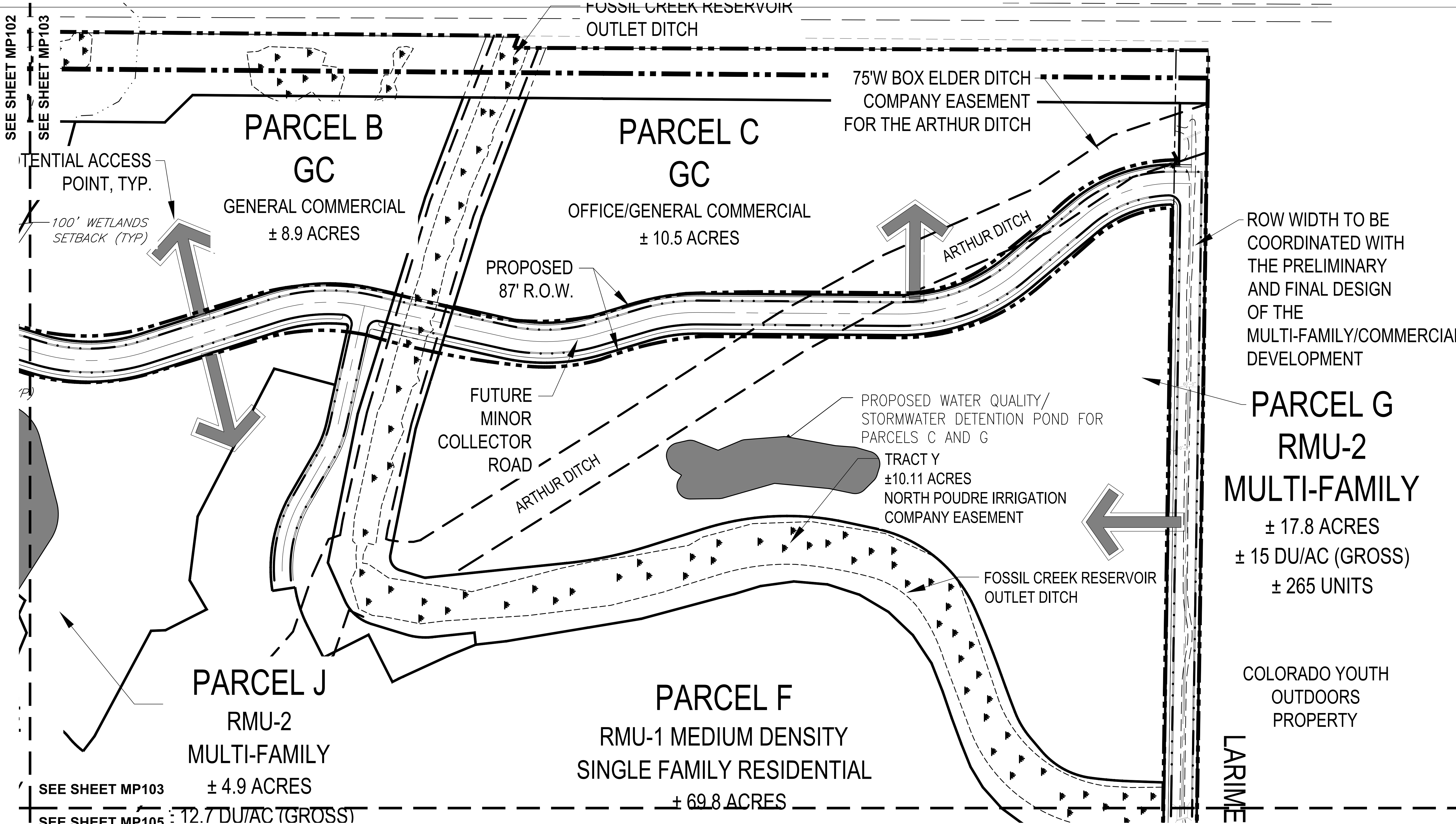
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REV.	COMMENT	DATE



- LEGEND:
- PROPERTY BOUNDARY
 - PROPOSED ZONING BOUNDARY
 - PROPOSED LAND USE AREA
 - WETLAND AREA
 - PROPOSED TOWN TRAIL (10' MIN.)

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REV.	COMMENT	DATE

russell+mills

FOSSIL CREEK RANCH
Enlargement Amended Master Plan

Date: JULY 2022
Drawn By: MT
Checked By: JB

Sheet
MP103

(INCLUDES ADDITIONAL 5' ON THE EAST FOR 10'W TRAIL)

WINDSOR VILLAGES
AT PTARMIGAN

PARCEL H
RMU-2
± 3.1 ACRES

PARCEL I
RMU-2 MEDIUM DENSITY
RESIDENTIAL/NEIGHBORHOOD COMMERCIAL
± 5.3 ACRES
± 12 DU/AC (GROSS)
± 63 UNITS

NATURAL
AREA
PARK
± 18.8 AC

±14 DU/AC (GROSS)
± 74 UNITS

PROPOSED
STORMWATER
DETENTION
POND (TYP)

CR ROAD 32E

LARIMER COUNTY ROAD 5

MERRITT PROPERTY

- LEGEND:
- PROPERTY BOUNDARY
 - PROPOSED ZONING BOUNDARY
 - PROPOSED LAND USE AREA
 - WETLAND AREA
 - PROPOSED TOWN TRAIL (10' MIN.)

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russe||+
m||s

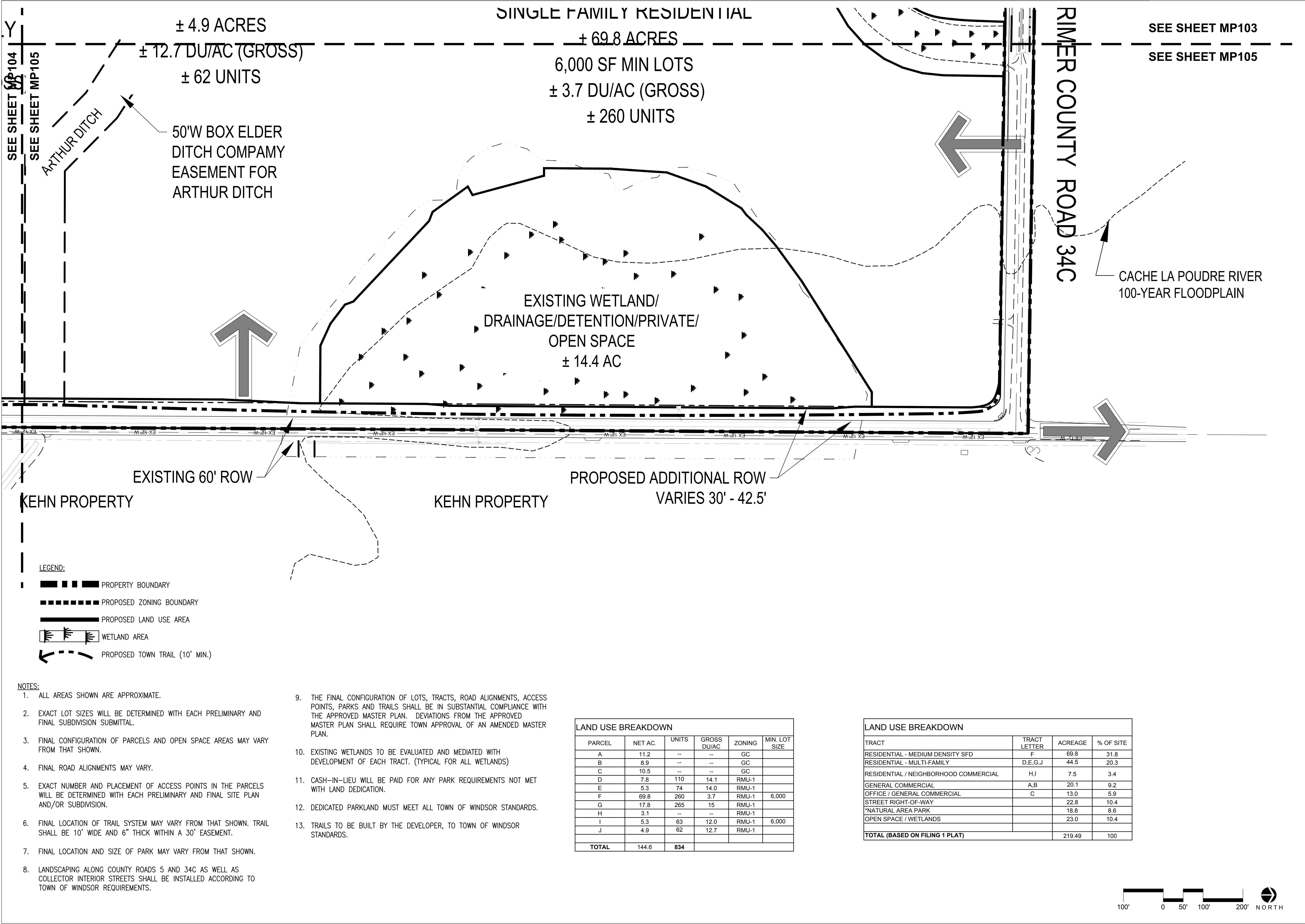
FOSSIL CREEK RANCH

Enlargement Amended Master Plan

Date: JULY 2022
Drawn By: MT
Checked By: JB

Sheet

MP104



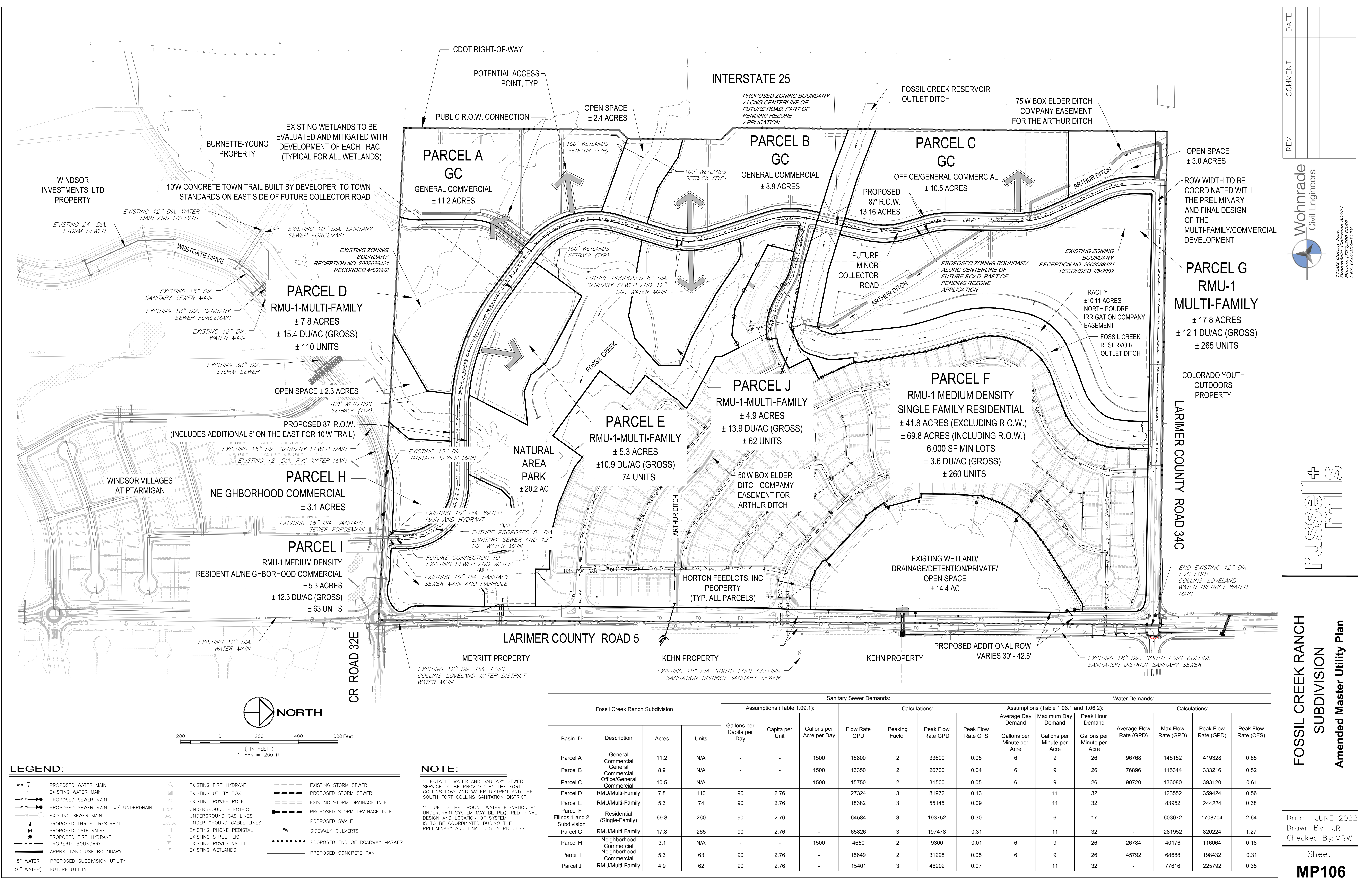
REV.	COMMENT	DATE

russe||+
mills

FOSSIL CREEK RANCH

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Date: JULY 2022
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LEGEND:

PROPOSED WATER MAIN

EXISTING WATER MAIN

PROPOSED SEWER MAIN

PROPOSED SEWER MAIN w/ UNDERDRAIN

EXISTING SEWER MAIN

PROPOSED THRUST RESTRAINT

PROPOSED GATE VALVE

PROPOSED FIRE HYDRANT

PROPERTY BOUNDARY

APPRX. LAND USE BOUNDARY

8" WATER

(6" WATER)

PROPOSED SUBDIVISION UTILITY

FUTURE UTILITY

EXISTING FIRE HYDRANT

EXISTING UTILITY BOX

EXISTING POWER POLE

UNDERGROUND ELECTRIC

UNDERGROUND GAS LINES

UNDER GROUND CABLE LINES

EXISTING PHONE PEDISTAL

EXISTING STREET LIGHT

EXISTING POWER VAULT

EXISTING WETLANDS

EXISTING STORM SEWER

PROPOSED STORM SEWER

EXISTING STORM DRAINAGE INLET

PROPOSED STORM DRAINAGE INLET

PROPOSED SWALE

SIDEWALK

CULVERTS

PROPOSED END OF ROADWAY MARKER

PROPOSED CONCRETE PAN

NOTE:

1. POTABLE WATER AND SANITARY SEWER SERVICE TO BE PROVIDED BY THE FORT COLLINS LOVELAND WATER DISTRICT AND THE SOUTH FORT COLLINS SANITATION DISTRICT.

2. DUE TO THE GROUND WATER ELEVATION AN UNDERDRAIN SYSTEM MAY BE REQUIRED. FINAL DESIGN AND LOCATION OF SYSTEM IS TO BE COORDINATED DURING THE PRELIMINARY AND FINAL DESIGN PROCESS.

Fossil Creek Ranch Subdivision				Sanitary Sewer Demands:							Water Demands:						
				Assumptions (Table 1.09.1):			Calculations:				Assumptions (Table 1.06.1 and 1.06.2):			Calculations:			
				Gallons per Capita per Day	Capita per Unit	Gallons per Acre per Day	Flow Rate GPD	Peaking Factor	Peak Flow Rate GPD	Peak Flow Rate CFS	Average Day Demand	Maximum Day Demand	Peak Hour Demand	Average Flow Rate (GPD)	Max Flow Rate (GPD)	Peak Flow Rate (GPD)	Peak Flow Rate (CFS)
Parcel A	General Commercial	11.2	N/A	-	-	1500	16800	2	33600	0.05	6	9	26	96768	145152	419328	0.65
Parcel B	General Commercial	8.9	N/A	-	-	1500	13350	2	26700	0.04	6	9	26	76896	115344	333216	0.52
Parcel C	Office/General Commercial	10.5	N/A	-	-	1500	15750	2	31500	0.05	6	9	26	90720	136080	393120	0.61
Parcel D	RMU/Multi-Family	7.8	110	90	2.76	-	27324	3	81972	0.13	-	11	32	-	123552	359424	0.56
Parcel E	RMU/Multi-Family	5.3	74	90	2.76	-	18382	3	55145	0.09	-	11	32	-	83952	244224	0.38
Parcel F	Residential (Single-Family)	69.8	260	90	2.76	-	64584	3	193752	0.30	-	6	17	-	603072	1708704	2.64
Parcel G	RMU/Multi-Family	17.8	265	90	2.76	-	65826	3	197478	0.31	-	11	32	-	281952	820224	1.27
Parcel H	Neighborhood Commercial	3.1	N/A	-	-	1500	4650	2	9300	0.01	6	9	26	26784	40176	116064	0.18
Parcel I	Neighborhood Commercial	5.3	63	90	2.76	-	15649	2	31298	0.05	6	9	26	45792	68688	198432	0.31
Parcel J	RMU/Multi-Family	4.9	62	90	2.76	-	15401	3	46202	0.07	-	11	32	-	77616	225792	0.35

DATE

COMMENT

REV.

Wohnrade

Civil Engineers

11582 Colony Row

Phone: (720) 259-0965

Fax: (720) 259-1519

FOSSIL CREEK RANCH

SUBDIVISION

Amended Master Utility Plan

Date: JUNE 2022

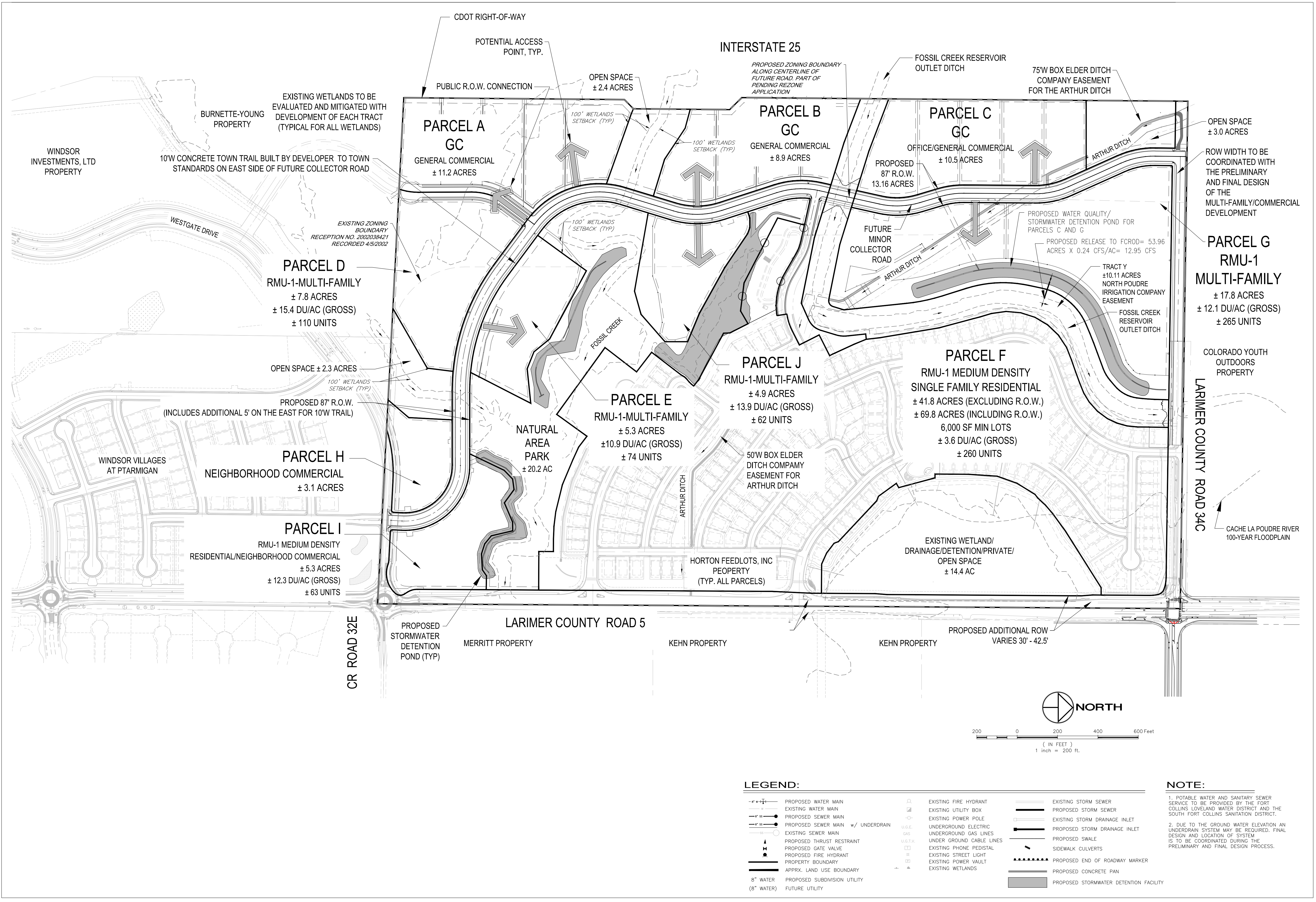
Drawn By: JR

Checked By: MBW

Sheet

MP106

Page 135 of 177



REV.	COMMENT	DATE

Wohnrade

Civil Engineers

11582 Colony Row
Fort Collins, CO 80521
Phone: (970) 229-0985
Fax: (970) 229-1519

russell+mills

**FOSSIL CREEK RANCH
SUBDIVISION
Amended Master Plan Drainage Plan**

TOWN OF WINDSOR

RESOLUTION NO. 2022-

A RESOLUTION APPROVING AND CONFIRMING THE MASTER PLAN AMENDMENT FOR THE FOSSIL CREEK MEADOWS ANNEXATION TO THE TOWN OF WINDSOR

WHEREAS, the Town of Windsor (“Town”) is a Colorado home rule municipality, with all powers and authority vested in accordance with Colorado law; and

WHEREAS, the Town has in place a comprehensive system of land use regulation, the purpose of which is the protection of the public health, safety, and welfare; and

WHEREAS, the owner of the property within the Fossil Creek Meadows Annexation to the Town of Windsor has presented a Master Plan Amendment, a reduced copy is depicted in the attached **Exhibit A** (“Master Plan Amendment”) for illustrative purposes, the full-size original of which is incorporated herein by this reference as if set forth fully; and

WHEREAS, a public hearing on Master Plan Amendment was presented to the Windsor Planning Commission on August 17, 2022, and received a recommendation for Town Board approval; and

WHEREAS, a public hearing on the proposed Master Plan Amendment was presented to the Windsor Town Board and has been reviewed in accordance with applicable planning criteria.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN BOARD FOR THE TOWN OF WINDSOR, COLORADO, AS FOLLOWS:

1. Pursuant to *Windsor Municipal Code* Sections 14-2-40, the Master Plan Amendment for the Fossil Creek Meadows Annexation to the Town of Windsor is hereby approved.
2. The Master Plan approved herein shall henceforth be known as “Fossil Creek Meadows Annexation Master Plan Amendment”.
3. The owner is hereby instructed to comply with the requirements of *Windsor Municipal Code* Sections 14-2-40 within thirty (30) days.
4. The approval of this Master Plan Amendment is conditioned upon the effective date of Ordinance 2022-xxxx-An Ordinance Approving a Rezone from General Commercial (“GC”) to Residential Mixed Use One (“RMU-1”).

Upon motion duly made, seconded and carried, the foregoing Resolution was adopted this 22nd day of August, 2022.

TOWN OF WINDSOR, COLORADO

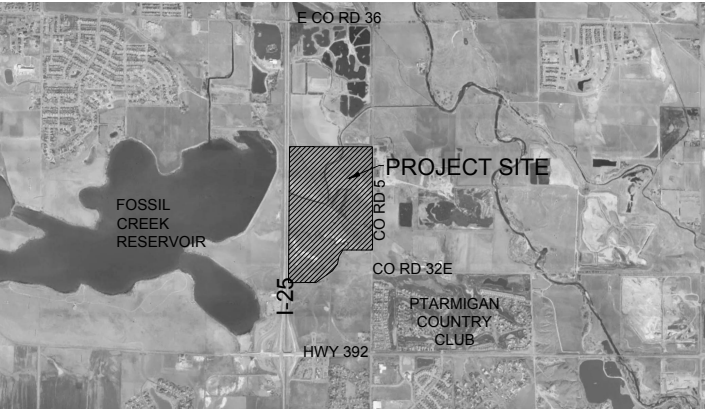
Paul Rennemeyer, Mayor

ATTEST:

Karen Frawley, Town Clerk

[Seal]

FOSSIL CREEK MEADOWS
AMENDED MASTER PLAN



VICINITY MAP - N.T.S.

SHEET INDEX:

- (1) LS001 - COVER SHEET
- (2) MP101 - OVERALL AMENDED MASTER PLAN - FOSSIL CREEK RANCH
- (3) MP102 - ENLARGEMENT AMENDED MASTER PLAN
- (4) MP103 - ENLARGEMENT AMENDED MASTER PLAN
- (5) MP104 - ENLARGEMENT AMENDED MASTER PLAN
- (6) MP105 - ENLARGEMENT AMENDED MASTER PLAN
- (7) MASTER UTILITY PLAN (BY WOHNRADE ENGINEERING)
- (8) MASTER DRAINAGE PLAN (BY WOHNRADE ENGINEERING)

OWNER INFORMATION:
THREE T INVESTMENTS, LLLP
DALLAS HORTON/STEVE PFISTER
5421 TAYLOR LANE, FORT COLLINS, CO 80528

ENGINEER:
WOHNRADE ENGINEERING
11582 COLONY ROW
BROOMFIELD, CO 80021

PLANNER/LANDSCAPE ARCHITECT:
RUSSELL + MILLS STUDIOS
506 S COLLEGE AVE, UNIT A
FORT COLLINS, CO 80524

NOTICE OF OTHER DOCUMENTS
ALL PERSONS TAKE NOTICE THAT CERTAIN DOCUMENTS HAVE BEEN EXECUTED PERTAINING TO THIS DEVELOPMENT, WHICH CREATE CERTAIN RIGHTS AND OBLIGATIONS OF THE DEVELOPMENT, THE DEVELOPER AND/OR SUBSEQUENT OWNERS OF ALL OR PORTIONS OF THE DEVELOPMENT SITE, MANY OF WHICH OBLIGATIONS CONSTITUTE PROMISES AND COVENANTS THAT RUN WITH THE LAND. THESE DOCUMENTS ARE OF RECORD AND ARE ON FILE WITH THE DIRECTOR OF PLANNING OF THE TOWN OF WINDSOR AND SHOULD BE CLOSELY EXAMINED BY ALL PERSONS INTERESTED IN PURCHASING ANY PORTION OF THE DEVELOPMENT SITE.

LEGAL DESCRIPTION
FOSSIL CREEK RANCH SUBDIVISION

A PLAT OF A PARCEL OF LAND IN THE TOWN OF WINDSOR, COUNTY OF LARIMER, COLORADO, LOCATED IN THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10 AND THE NORTHEAST QUARTER OF SECTION 15, BOTH IN TOWNSHIP 6 NORTH, RANGE 68 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF WINDSOR, COUNTY OF LARIMER, STATE OF COLORADO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

CONSIDERING THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 10 AS BEARING NORTH 89°07'49" WEST AND WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTH HALF OF THE SOUTHEAST QUARTER (SOUTH 1/16 CORNER) OF SAID SECTION 10; THENCE ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 10 NORTH 89°07'49" WEST 59.96 FEET, MORE OR LESS, TO A POINT ON THE WEST RIGHT OF WAY OF LARIMER COUNTY ROAD 5, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE CONTINUING ALONG SAID NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SECTION 10 NORTH 89°07'49" WEST 2451.51 FEET TO A POINT ON THE EAST RIGHT OF WAY OF INTERSTATE 25; THENCE ALONG SAID EAST RIGHT OF WAY THE FOLLOWING SEVEN (7) COURSES AND DISTANCES: SOUTH 00°27'06" WEST 1316.14 FEET; THENCE SOUTH 00°29'47" WEST 235.10 FEET; THENCE SOUTH 00°29'36" WEST 657.43 FEET; THENCE SOUTH 44°30'24" EAST 84.85 FEET; THENCE SOUTH 00°29'36" WEST 476.47 FEET; THENCE SOUTH 45°29'36" WEST 63.64 FEET; THENCE SOUTH 00°29'36" WEST 1092.34 FEET TO A POINT ON THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15; THENCE ALONG SAID SOUTH LINE SOUTH 87°01'33" EAST 1642.19 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTH, HAVING A CENTRAL ANGLE OF 19°58'07" AND A RADIUS OF 745.00 FEET, THE LONG CHORD OF WHICH BEARS NORTH 82°58'33" EAST 258.33 FEET; THENCE DEPARTING SAID SOUTH LINE AND NORTHEASTERLY ALONG THE ARC OF SAID CURVE 259.65 FEET; THENCE TANGENT FROM SAID CURVE SOUTH 87°02'23" EAST 394.23 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE SOUTHWEST, HAVING A CENTRAL ANGLE OF 17°36'45" AND A RADIUS OF 60.00 FEET, THE LONG CHORD OF WHICH BEARS SOUTH 78°14'01" EAST 18.37 FEET; THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 18.44 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE NORTHWEST, HAVING A CENTRAL ANGLE OF 64°00'55" AND A RADIUS OF 132.00 FEET, THE LONG CHORD OF WHICH BEARS NORTH 78°33'54" EAST 139.93 FEET; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE 147.48 FEET TO A POINT ON THE WEST RIGHT OF WAY OF LARIMER COUNTY ROAD 5; THENCE NON-TANGENT FROM SAID CURVE AND ALONG SAID WEST RIGHT OF WAY NORTH 00°19'33" EAST 2581.57 FEET AND AGAIN NORTH 00°23'05" EAST 1313.74 FEET TO A POINT ON THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHEAST QUARTER OF SAID SECTION 10 AND THE TRUE POINT OF BEGINNING.

SAID PARCEL CONTAINS 219.49 ACRES, MORE OR LESS, AND IS SUBJECT TO ALL EXISTING EASEMENTS AND OR RIGHTS OF WAY OF RECORD.

ENGINEERING DEPARTMENT APPROVAL

APPROVED THIS THE _____ DAY OF _____, 20____.

ENGINEERING MANAGER

PLANNING COMMISSION APPROVAL

APPROVED THIS THE _____ DAY OF _____, 20____.

CHAIRMAN, WINDSOR PLANNING COMMISSION

PLANNING DEPARTMENT APPROVAL

APPROVED THIS THE _____ DAY OF _____, 20____.

DIRECTOR OF PLANNING

PUBLIC WORKS DEPARTMENT APPROVAL

APPROVED THIS THE _____ DAY OF _____, 20____.

DIRECTOR OF PUBLIC WORKS

TOWN MANAGER'S APPROVAL

APPROVED THIS THE _____ DAY OF _____, 20____.

TOWN MANAGER

PREPARER'S CERTIFICATE

I CERTIFY THAT THIS SITE PLAN WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION.

SIGNATURE

PREPARER OF SITE PLAN

PRINT NAME

PREPARER OF SITE PLAN

ACKNOWLEDGEMENT OF OWNERSHIP INTEREST

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED, BEING ALL THE OWNERS, LIENHOLDERS, AND HOLDERS OF ANY OWNERSHIP INTEREST AS DEFINED BY THE TOWN OF WINDSOR, OF THE LAND DESCRIBED HEREON, HAVE CAUSED SUCH LAND TO BE ANNEXED AND MASTER PLANNED AS INDICATED ON THIS MASTER PLAN. THE WITHIN MASTER PLAN IS SUBMITTED IN ACCORDANCE WITH THE WINDSOR MUNICIPAL CODE. IT IS HEREBY ACKNOWLEDGED THAT ALL CONSTRUCTION, USE AND DEVELOPMENT OF THIS PROPERTY WILL BE IN STRICT ACCORDANCE WITH THIS MASTER PLAN. IT IS FURTHER ACKNOWLEDGED THAT DEVIATION FROM THIS MASTER PLAN WITHOUT THE EXPRESS WRITTEN CONSENT OF THE TOWN OF WINDSOR MAY RESULT IN REVOCATION OF THE TOWN'S APPROVAL OF THE MASTER PLAN, DENIAL OF BUILDING PERMITS, REFUSAL TO ISSUE CERTIFICATES OF OCCUPANCY, INJUNCTIVE RELIEF PROHIBITING USE OF THE PROPERTY AND OTHER REMEDIES AVAILABLE TO THE TOWN UNDER THE WINDSOR MUNICIPAL CODE AND OTHER APPLICABLE LAWS OF THE STATE OF COLORADO.

KNOW ALL MEN BY THESE PRESENTS THAT THE UNDERSIGNED HAVE CAUSED SAID LAND TO BE LAID OUT AND MASTER PLANNED UNDER THE NAME OF (FOSSIL CREEK MEADOWS-AMENDED MASTER PLAN). IN WITNESS WHEREOF, WE HAVE HEREUNTO SET OUR HANDS AND SEALS THIS THE _____ DAY OF _____, 20____.

OWNER-THREE T INVESTMENTS, LLLP

JOSEPH A. HOFF

NOTARIAL CERTIFICATE (TO BE USED IN CONJUNCTION WITH ALL OWNER'S SIGNATURES)

STATE OF _____)

COUNTY OF _____)SS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY _____, THIS _____ DAY OF _____, 20____.

MY COMMISSION EXPIRES: _____
NOTARY PUBLIC

MAYOR'S CERTIFICATE

THIS IS TO CERTIFY THAT A MASTER PLAN OF THE PROPERTY DESCRIBED HEREIN WAS APPROVED

BY RESOLUTION NO. _____ OF THE TOWN OF WINDSOR PASSED AND ADOPTED ON THE _____ DAY OF _____, 20____, A.D. AND THAT THE MAYOR OF THE TOWN OF WINDSOR, AS AUTHORIZED BY

SAID RESOLUTION ON BEHALF OF THE TOWN OF WINDSOR, HEREBY ACKNOWLEDGES AND ADOPTS

THE SAID MASTER PLAN UPON WHICH THIS CERTIFICATE IS ENDORSED FOR ALL PURPOSES

INDICATED THEREON.

MAYOR

ATTEST:

TOWN CLERK

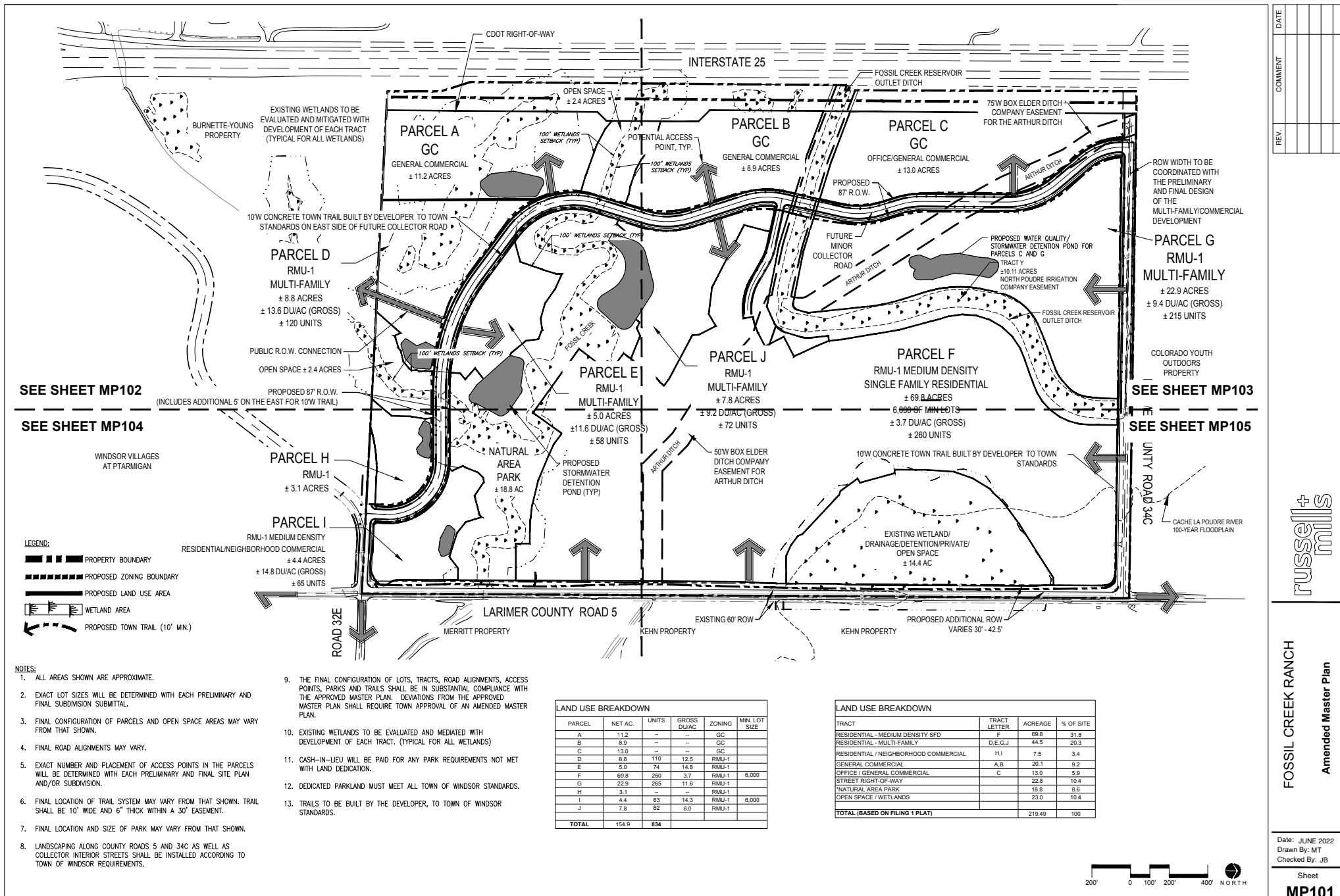
REV.	COMMENT	DATE

FOSSIL CREEK RANCH
AMENDED MASTER PLAN
COVER SHEET

Date: JUNE 2022
Drawn By: MT
Checked By: JB

Sheet

LS001



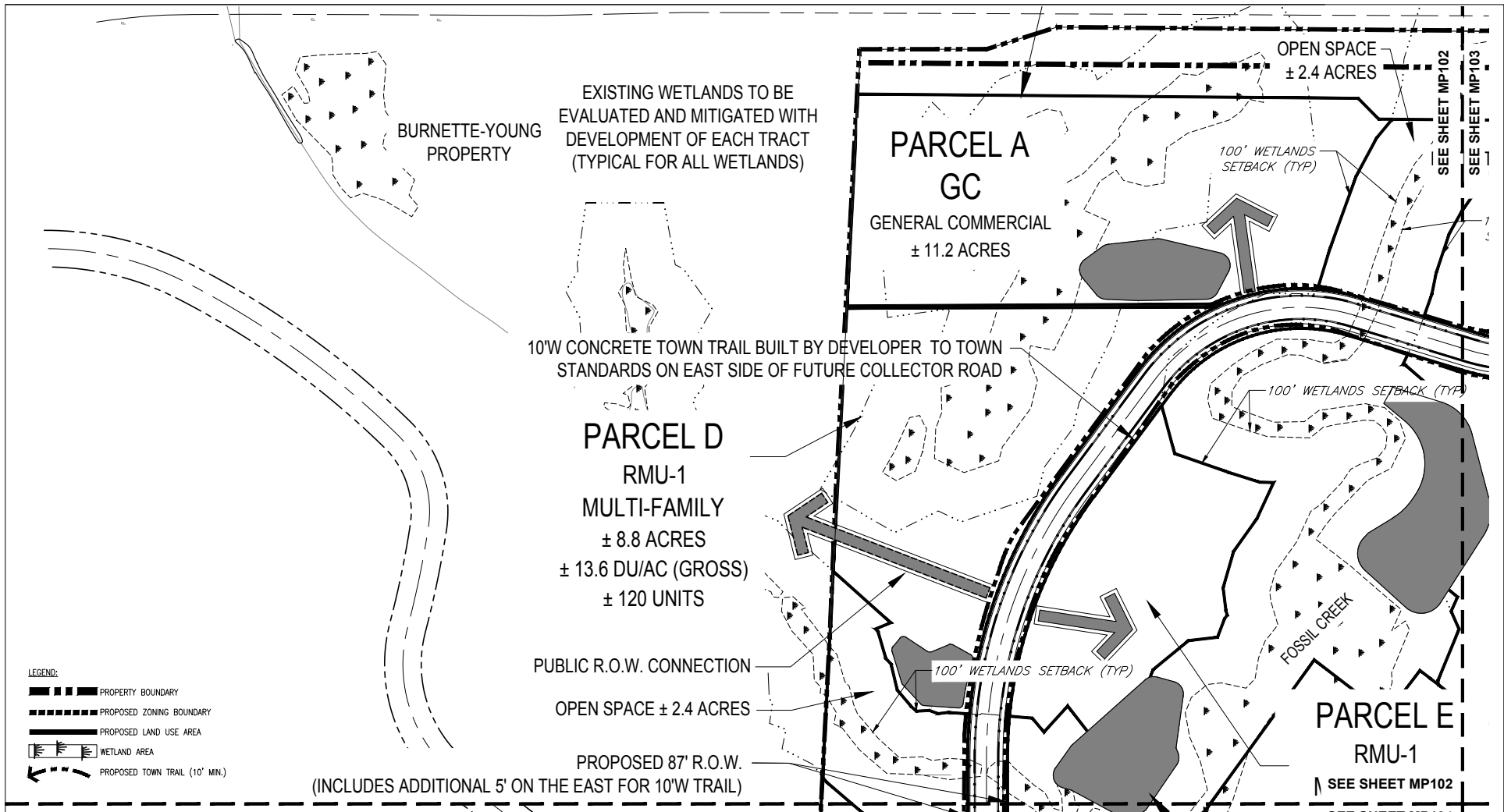
REV.	COMMENT	DATE

russell + madsen

FOSSIL CREEK RANCH
Amended Master Plan

Date: JUNE 2022
Drawn By: MT
Checked By: JB
Sheet
MP101





NOTES:

- ALL AREAS SHOWN ARE APPROXIMATE.
- EXACT LOT SIZES WILL BE DETERMINED WITH EACH PRELIMINARY AND FINAL SUBDIVISION SUBMITTAL.
- FINAL CONFIGURATION OF PARCELS AND OPEN SPACE AREAS MAY VARY FROM THAT SHOWN.
- FINAL ROAD ALIGNMENTS MAY VARY.
- EXACT NUMBER AND PLACEMENT OF ACCESS POINTS IN THE PARCELS WILL BE DETERMINED WITH EACH PRELIMINARY AND FINAL SITE PLAN AND/OR SUBDIVISION.
- FINAL LOCATION OF TRAIL SYSTEM MAY VARY FROM THAT SHOWN. TRAIL SHALL BE 10' WIDE AND 6" THICK WITHIN A 30' EASEMENT.
- FINAL LOCATION AND SIZE OF PARK MAY VARY FROM THAT SHOWN.
- LANDSCAPING ALONG COUNTY ROADS 5 AND 34C AS WELL AS COLLECTOR INTERIOR STREETS SHALL BE INSTALLED ACCORDING TO TOWN OF WINDSOR REQUIREMENTS.
- THE FINAL CONFIGURATION OF LOTS, TRACTS, ROAD ALIGNMENTS, ACCESS POINTS, PARKS AND TRAILS SHALL BE IN SUBSTANTIAL COMPLIANCE WITH THE APPROVED MASTER PLAN. DEVIATIONS FROM THE APPROVED MASTER PLAN SHALL REQUIRE TOWN APPROVAL OF AN AMENDED MASTER PLAN.
- EXISTING WETLANDS TO BE EVALUATED AND MEDIATED WITH DEVELOPMENT OF EACH TRACT. (TYPICAL FOR ALL WETLANDS)
- CASH-IN-LIEU WILL BE PAID FOR ANY PARK REQUIREMENTS NOT MET WITH LAND DEDICATION.
- DEDICATED PARKLAND MUST MEET ALL TOWN OF WINDSOR STANDARDS.
- TRAILS TO BE BUILT BY THE DEVELOPER, TO TOWN OF WINDSOR STANDARDS.

LAND USE BREAKDOWN					
PARCEL	NET AC.	UNITS	GROSS DU/AC	ZONING	MIN. LOT SIZE
A	11.2	--	--	GC	
B	8.9	--	--	GC	
C	13.0	--	--	GC	
D	8.8	110	12.5	RMU-1	
E	5.0	74	14.8	RMU-1	
F	69.8	260	3.7	RMU-1	6,000
G	22.9	265	11.6	RMU-1	
H	3.1	--	--	RMU-1	
I	4.4	63	14.3	RMU-1	6,000
J	7.8	62	8.0	RMU-1	
TOTAL	154.9	834			

LAND USE BREAKDOWN			
TRACT	TRACT LETTER	ACREAGE	% OF SITE
RESIDENTIAL - MEDIUM DENSITY SFD	F	69.8	31.8
RESIDENTIAL - MULTI-FAMILY	D,E,G,J	44.5	29.3
RESIDENTIAL / NEIGHBORHOOD COMMERCIAL	H,I	7.5	3.4
GENERAL COMMERCIAL	A,B	20.1	9.2
OFFICE / GENERAL COMMERCIAL	C	13.0	5.9
STREET RIGHT-OF-WAY		22.8	10.4
NATURAL AREA PARK		18.8	8.6
OPEN SPACE / WETLANDS		23.0	10.4
TOTAL (BASED ON FILING 1 PLAT)		219.49	100



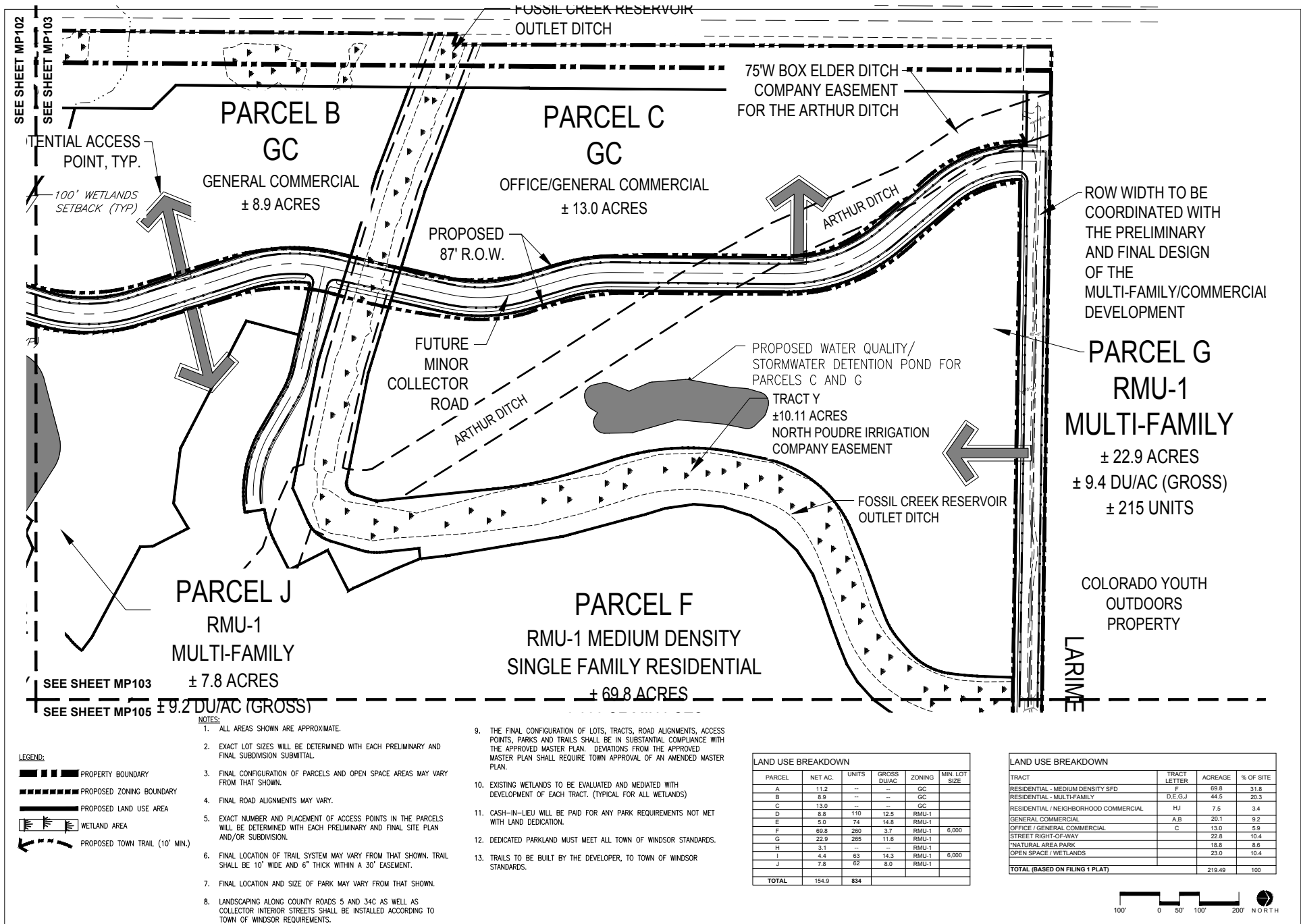
REV.	COMMENT	DATE

russell+ mills

FOSSIL CREEK RANCH
Enlargement Amended Master Plan

Date: JUNE 2022
Drawn By: MT
Checked By: JB

Sheet
MP102



REV.	COMMENT	DATE

russell + mills

FOSSIL CREEK RANCH
Enlargement Amended Master Plan

Date: JUNE 2022
Drawn By: MT
Checked By: JB

Sheet
MP103

(INCLUDES ADDITIONAL 5' ON THE EAST FOR 10'W TRAIL)

WINDSOR VILLAGES
AT PTARMIGAN

PARCEL H
RMU-1
± 3.1 ACRES

PARCEL I
RMU-1 MEDIUM DENSITY
RESIDENTIAL/NEIGHBORHOOD COMMERCIAL
± 4.4 ACRES
± 14.8 DU/AC (GROSS)
± 65 UNITS

NATURAL
AREA
PARK
± 18.8 AC

PROPOSED
STORMWATER
DETENTION
POND (TYP)

SEE SHEET MP102
SEE SHEET MP104
±11.6 DU/AC (GROSS)
± 58 UNITS

CR ROAD 32E

LARIMER COUNTY ROAD 5

MERRITT PROPERTY

SEE SHEET MP104

SEE SHEET MP105

LEGEND:

- PROPERTY BOUNDARY
- PROPOSED ZONING BOUNDARY
- PROPOSED LAND USE AREA
- WETLAND AREA
- PROPOSED TOWN TRAIL (10' MIN.)

NOTES:

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LAND USE BREAKDOWN					
PARCEL	NET AC.	UNITS	GROSS DU/AC	ZONING	MIN. LOT SIZE
A	11.2	-	-	GC	
B	8.9	-	-	GC	
C	13.0	-	-	GC	
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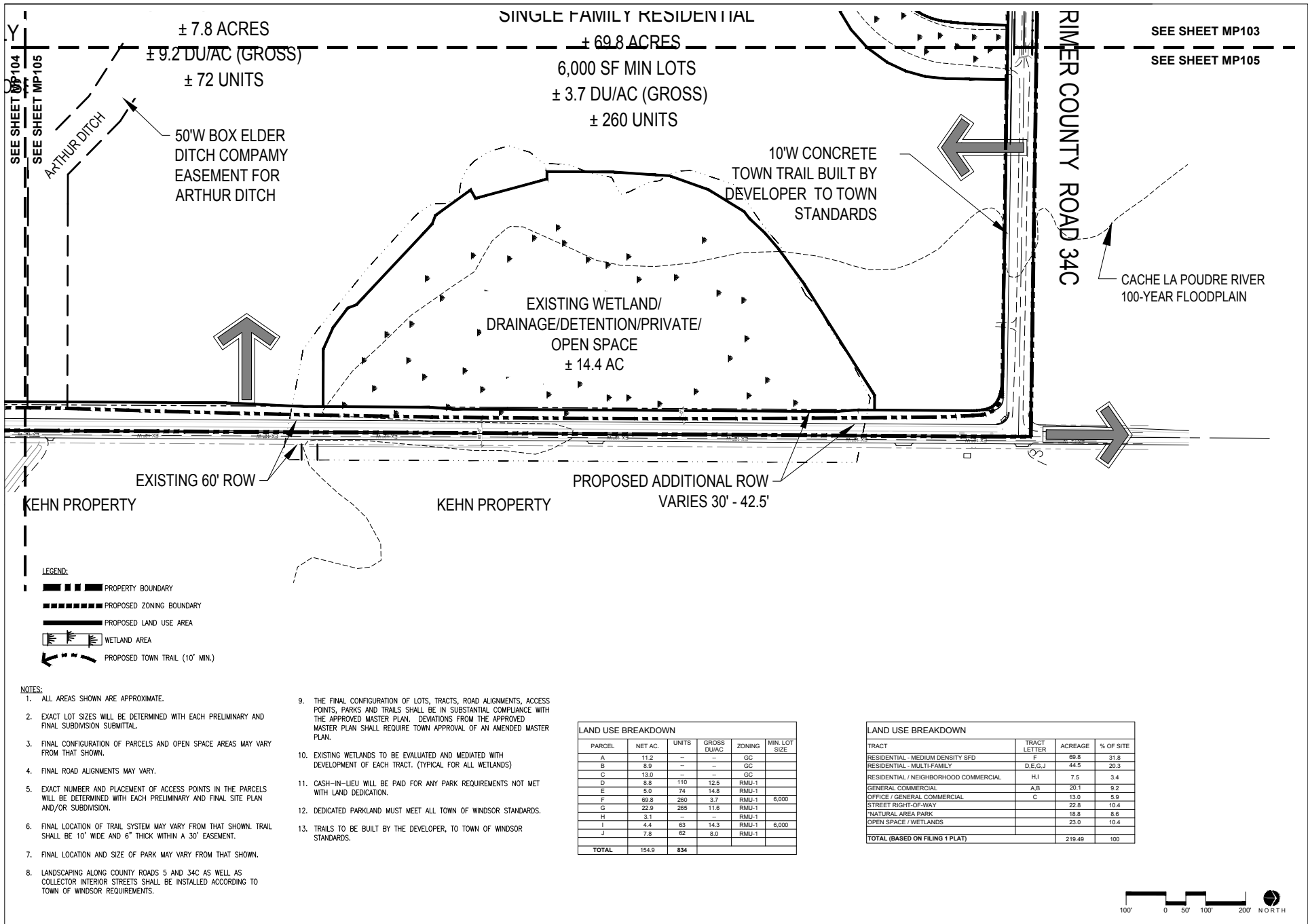
Date: JUNE 2022
Drawn By: MT
Checked By: JB

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MP104

FOSSIL CREEK RANCH
Enlargement Amended Master Plan

russell+
mills

REV.	DATE	COMMENT



REV.	COMMENT	DATE

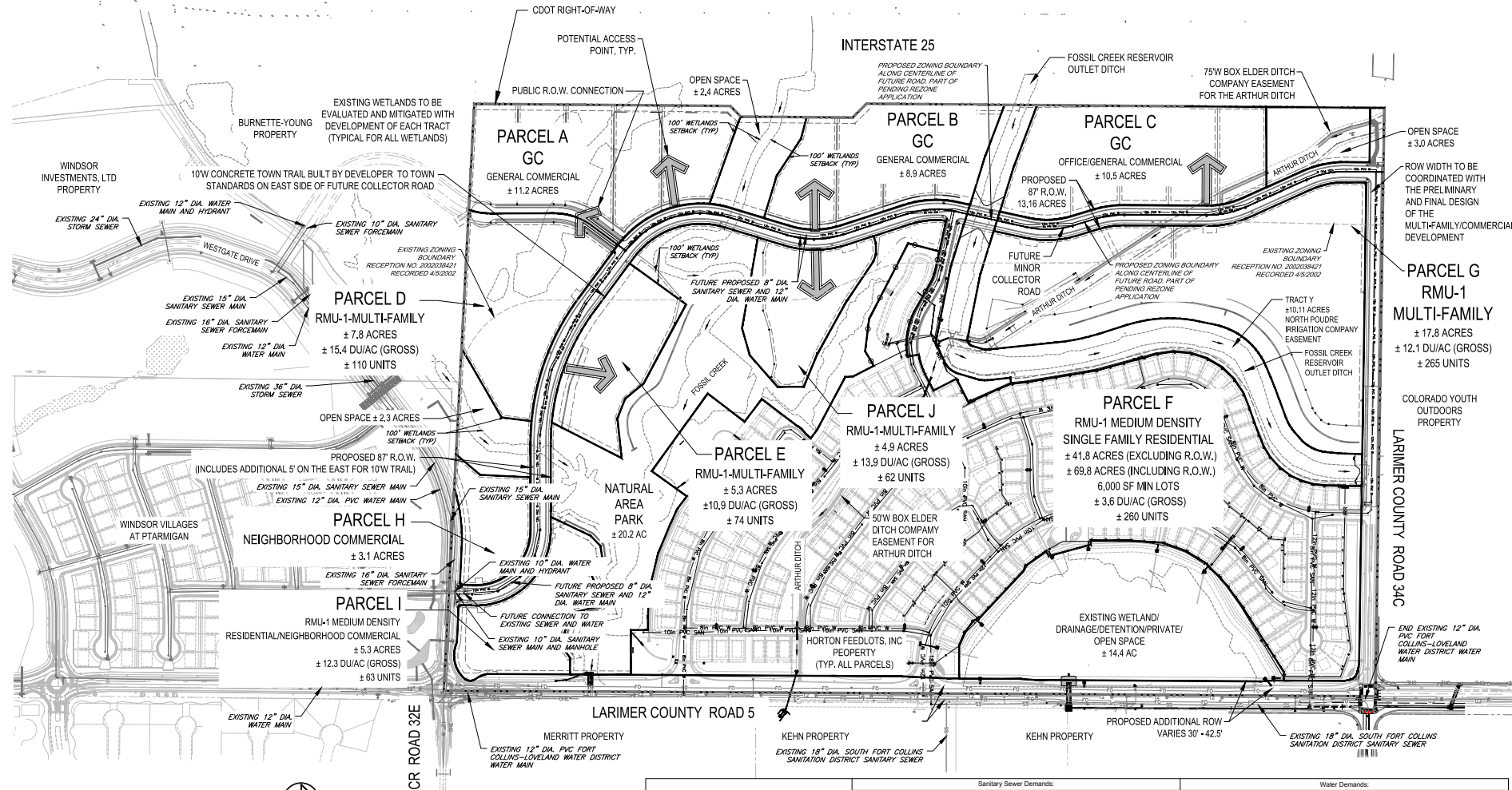
russell
mills

FOSSIL CREEK RANCH
Enlargement Amended Master Plan

Date: JUNE 2022
Drawn By: MT
Checked By: JB

Sheet
MP105





LEGEND:

	PROPOSED WATER MAIN		EXISTING FIRE HYDRANT		PROPOSED STORM SEWER
	EXISTING WATER MAIN		EXISTING UTILITY BOX		PROPOSED STORM DRAINAGE INLET
	PROPOSED SEWER MAIN		EXISTING POWER POLE		PROPOSED STORM DRAINAGE INLET
	PROPOSED SEWER MAIN w/ UNDERDRAIN		EXISTING ELECTRIC UNDERGROUND GAS LINES		PROPOSED STORM DRAINAGE INLET
	EXISTING SEWER MAIN		EXISTING STREET LIGHT		PROPOSED STORM DRAINAGE INLET
	PROPOSED THRUST RESTRAINT		EXISTING POWER VAULT		PROPOSED STORM DRAINAGE INLET
	PROPOSED GATE VALVE		EXISTING WETLANDS		PROPOSED STORM DRAINAGE INLET
	PROPOSED FIRE HYDRANT				PROPOSED STORM DRAINAGE INLET
	PROPOSED PROPERTY BOUNDARY				PROPOSED STORM DRAINAGE INLET
	PROPOSED SUBDIVISION BOUNDARY				PROPOSED STORM DRAINAGE INLET
	8\"/>				PROPOSED STORM DRAINAGE INLET
	8\"/>				PROPOSED STORM DRAINAGE INLET

NOTE:

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2. DUE TO THE GROUND WATER ELEVATION AN UNDERDRAIN SYSTEM MAY BE REQUIRED. FINAL DESIGN AND LOCATION OF SYSTEM IS TO BE COORDINATED DURING THE PRELIMINARY AND FINAL DESIGN PROCESS.

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Parcel B	General Commercial	8.9	N/A	-	-	1500	13350	2	26700	0.04	6	9	26	76896	115344	333216	0.52		
Parcel C	Office/General Commercial	10.5	N/A	-	-	1500	15750	2	31500	0.05	6	9	26	90720	136080	393120	0.61		
Parcel D	RMU-Multi-Family	7.8	110	90	2.76	-	27324	3	81972	0.13	11	32	32	123552	359424	0.56			
Parcel E	RMU-Multi-Family	5.3	74	90	2.76	-	18362	3	55145	0.09	11	32	-	83952	244224	0.38			
Parcel F Filings 1 and 2 Subdivision	Residential (Single-Family)	69.8	280	90	2.76	-	64584	3	193752	0.30	6	17	-	603072	1708704	2.64			
Parcel G	RMU-Multi-Family	17.8	265	90	2.76	-	65826	3	197478	0.31	11	32	-	281952	820224	1.27			
Parcel H	Neighborhood Commercial	3.1	N/A	-	-	1500	4650	2	9300	0.01	6	9	26	26784	40176	116064	0.18		
Parcel I	Neighborhood Commercial	5.3	63	90	2.76	-	15649	2	31298	0.05	6	9	26	45792	68868	198432	0.31		
Parcel J	RMU-Multi-Family	4.9	62	90	2.76	-	15401	3	46202	0.07	11	32	-	77616	225792	0.35			

REV.	COMMENT	DATE

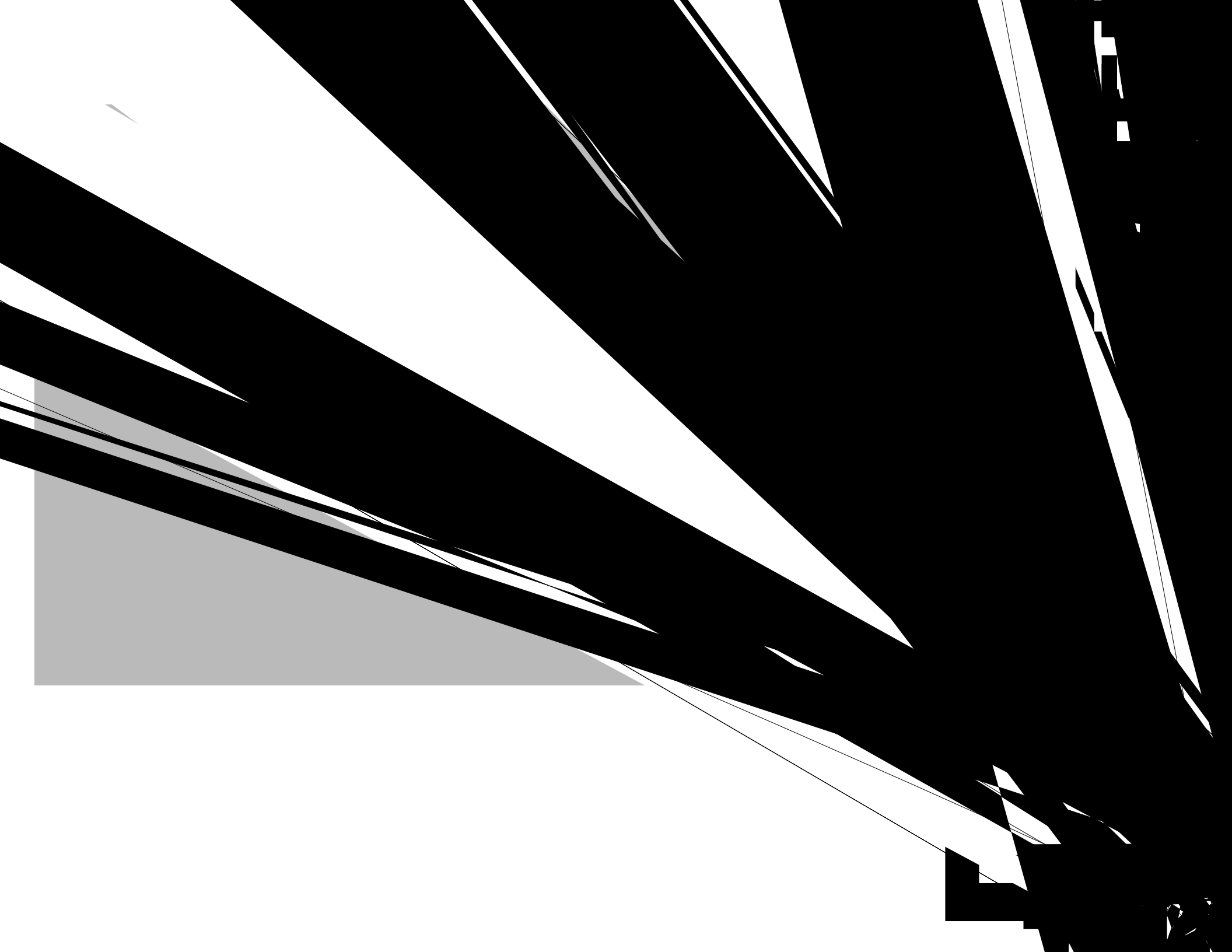


russe
lls

FOSSIL CREEK RANCH
SUBDIVISION
Amended Master Utility Plan

Date: JUNE 2022
Drawn By: JR
Checked By: MBW

Sheet
MP106





Rezone and Master Plan Amendment

Fossil Creek Ranch Subdivision
Fossil Creek Meadows Annexation

Kimberly Lambrecht, Planner II

Planning Commission – August 17, 2022



Rezone Request

Chapter 14, Article II of the Municipal Code outlines the purpose and procedures of the Rezoning process, including:

Applicability. The rezoning process provides review of changes to the boundary of zoning districts that may be necessary to implement the Comprehensive Plan, to account for changed conditions in the general area, or to reflect a change in public policies with respect to future development.



Master Plan Request

Chapter 14, Article II of the Municipal Code outlines the purpose and procedures of the Master Plan, including:

Applicability. A Master Plan shall be required in the following situations:

- (1) Concurrently with an Annexation Application if the Town determines the Master Plan is necessary to evaluate potential impacts of a proposed Annexation.
- (2) Prior to or concurrent with the subdivision of any parcel of land unless the Director determines it unnecessary due to existing infrastructure already being in place.

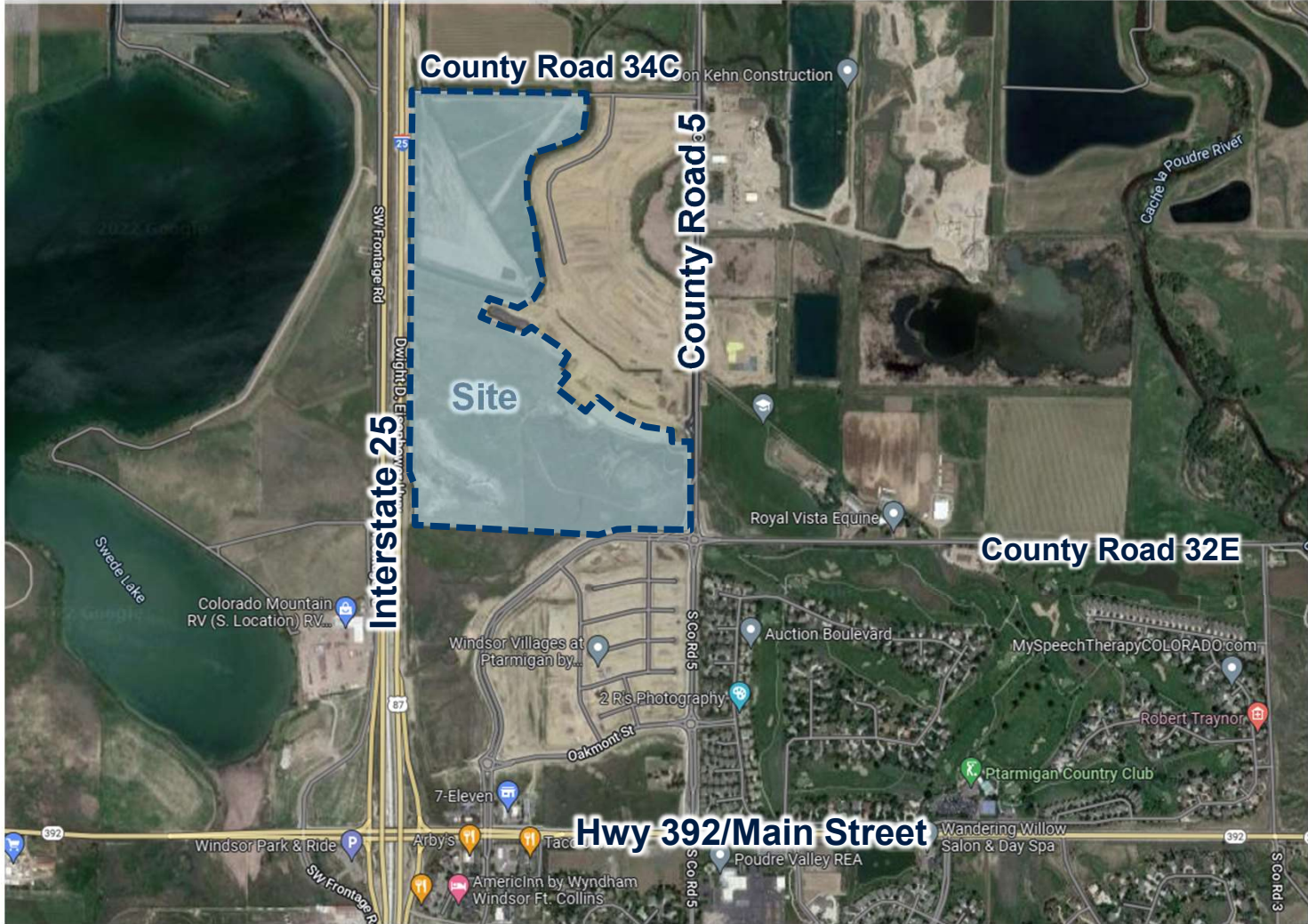


Master Plan Request (cont.)

- (3) ***Prior to or concurrent with a rezoning application of any parcel of land*** unless the Director approves submittal of a Site Plan in-lieu of a Master Plan or if the site is already fully developed and the Master Plan serves no further purpose regarding future development of the property.
- (4) Any area where the Director determines that the coordination of future roads, utilities, parks, or other public investments requires more specific plans than currently available.
- (5) Any area where the Director determines that the scale of future development, presence of multiple owners with anticipated development plans, or impact on adjacent properties from potential development requires further planning and coordination.



Site Vicinity Map

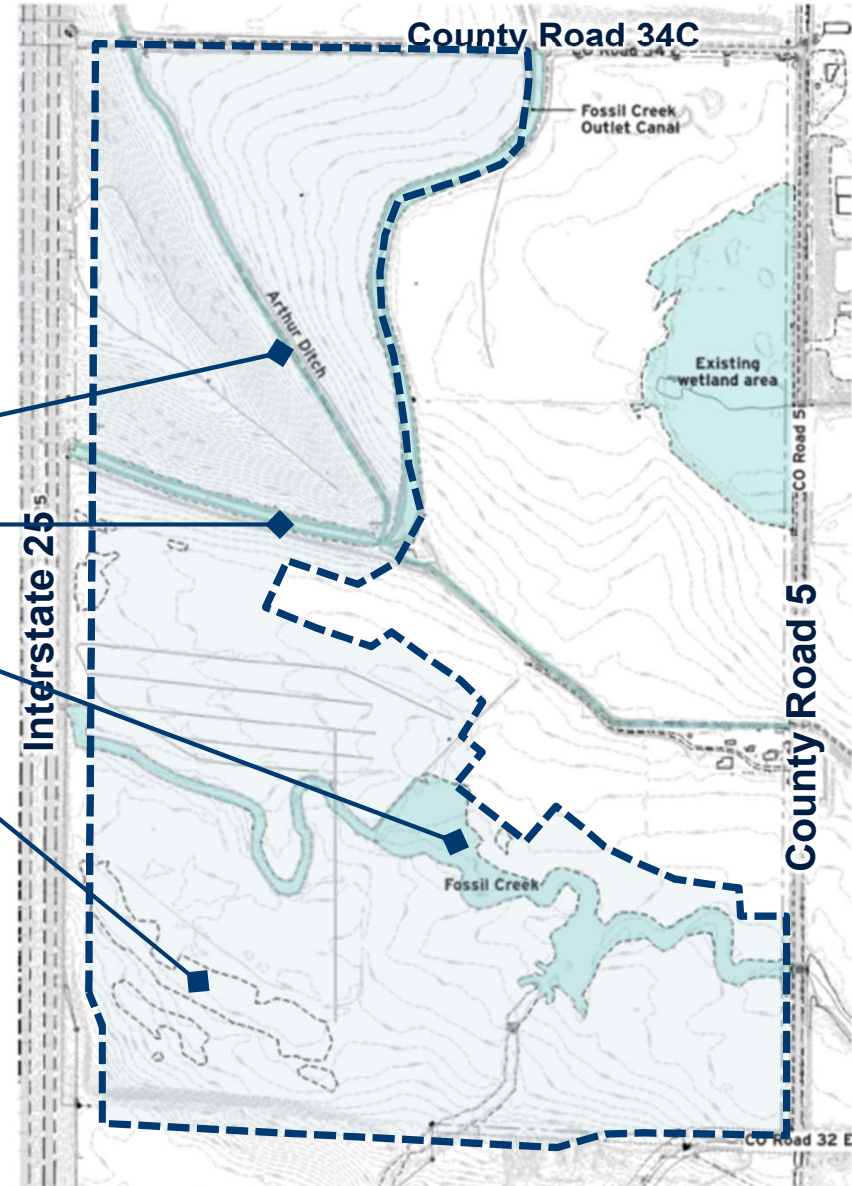




Existing Conditions

Constraints

- Arthur Ditch
- Fossil Creek Reservoir Outlet Ditch
- Fossil Creek
- Wetlands





Background

Annexation & Zoning: Fossil Creek Meadows 2002

Fossil Creek Meadows Annexation

A parcel of land in the County of Larimer, State of Colorado,
located in the Southeast Quarter of Section 10, the West Half of
Section 14, and the East Half of Section 15, T6N, R68W, of the 6th P.M.

VICINITY MAP
Not to Scale
CONTIGUOUS BOUNDARY = 3,131.76'
TOWN BOUNDARY = 15.12.89'
RATIO 1:4.83
INDICATES TOWN OF WINDSOR
CORPORATE LIMITS

OWNERS:
FOSSIL CREEK 9 PARTNERSHIP
1045 BROADWOOD ROAD
FORT COLLINS, CO 80505
(970) 484-8314
FAX (970) 484-8314
THREE T INVESTMENTS, LLLP
3421 MYLON LANE
FORT COLLINS, CO 80526
(970) 484-3300
FAX (970) 484-2432
BURNETTE YOUNG INVESTMENTS
3605 NORTH COUNTY ROAD ONE
FORT COLLINS, CO 80514
(970) 484-2671
FAX (970) 484-3381

PLANNER:
WICKETTE STUDIOS, LLC
718 PEAR STREET
FORT COLLINS, CO 80521
(970) 472-9125
FAX (970) 484-0725

ENGINEER:
TST INC. CONSULTING ENGINEERS
748 BRIDGERS WAY BUILDING D
FORT COLLINS, CO 80525
(970) 226-0057
FAX (970) 226-0004

NOTICE: According to Colorado law, you must commence any legal action based upon any defect in this survey within three years after you first discovered such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of certification shown herein.

NOTICE: For all information regarding Title and Easements or Rights-of-Way of record, TST, Inc. relies upon the following: TCI9914P-1, TCI9914P-2, and TCI9914P-3 prepared by Land Title Guarantee Company of Larimer County all on January 24, 2002. This does not constitute a title search by TST, Inc.

LEGAL DESCRIPTION
A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 10, THE WEST HALF OF SECTION 14, AND THE EAST HALF OF SECTION 15, T6N, R68W, OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF LARIMER, STATE OF COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
BEGINNING AT THE EAST QUARTER CORNER OF SAID SECTION 15 AND CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 AS HAVING AN ASSUMED BEARING OF N0019°33'E WITH ALL BEARINGS CONTAINED HEREIN RELATIVE THERETO;
THENCE ALONG THE BOUNDARY OF PARNAGAN BUSINESS PARK THIRD ANNEXATION THE FOLLOWING TEN (10) COURSES:
1. N89°02'21"W, 1320.25 FEET;
2. S00°44'25"W, 136.06 FEET;
3. S00°44'25"W, 174.91 FEET;
4. S48°21'39"W, 456.11 FEET;
5. S37°24'47"W, 133.00 FEET;
6. S38°14'05"W, 419.03 FEET;
7. S45°05'20"W, 183.50 FEET;
8. S37°44'45"W, 305.81 FEET;
9. S37°48'51"W, 54.28 FEET;
10. S77°48'51"W, 6.88 FEET;
THENCE ALONG THE EASTERLY RIGHT-OF-WAY OF INTERSTATE HIGHWAY 25 THE FOLLOWING THREE (3) COURSES:
1. N00°11'36"E, 1820.73 FEET;
2. N17°04'17"W, 161.51 FEET;
3. N00°29'20"E, 1948.56 FEET TO A POINT ON THE CENTERLINE OF THE FOSSIL CREEK RESERVOIR OUTLET DITCH;
THENCE ALONG SAID CENTERLINE, AND ALONG THE SOUTHERLY BOUNDARY OF A TRACT OF LAND DESCRIBED IN BOOK 821, PAGE 129, SUPERSEDES, 28.11 FEET;
THENCE ALONG THE EASTERLY BOUNDARY OF SAID TRACT, N00°11'36"E, 1511.26 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 10 FROM WHENCE THE SOUTHERLY BOUNDARY OF SAID SECTION 10 BEARS N89°07'49"W, 19.50 FEET;
THENCE ALONG SAID NORTH LINE, S89°07'49"E, 5827.08 FEET TO THE SOUTH SIXTEENTH CORNER SECTIONS 10 AND 11, CONTAINING S89°07'49"E, 30.00 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF LARIMER COUNTY ROAD 2;
THENCE ALONG SAID RIGHT-OF-WAY LINE, THE FOLLOWING TWO (2) COURSES:
1. S00°23'02"W, 1313.52 FEET;
2. S00°14'15"W, 3480.36 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 14, THENCE ALONG SAID NORTH LINE, N89°35'10"W, 30.00 FEET TO THE POINT OF BEGINNING;
SAID DESCRIBED TRACT CONTAINS 262.85 ACRES MORE OR LESS AND IS SUBJECT TO ANY AND ALL EASEMENTS OF RECORD OR THAT NOW EXIST ON THE GROUND.

BASIS OF BEARING STATEMENT
CONSIDERING THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 15 TO HAVE AN ASSUMED BEARING OF N00°19'33'E WITH ALL OTHER BEARINGS RELATIVE THERETO.

TOWN ENGINEERS APPROVAL
Approved this the 3rd day of April, 2002.
Dennis J. Dege
Town Engineer

PLANNING COMMISSION APPROVAL
Approved this the 1ST day of April, 2002.
Dennis J. Dege
Chairman, Planning Commission

TOWN PLANNERS APPROVAL
Approved this the 23rd day of March, 2002.
Dennis J. Dege
Town Planner

TOWN WATER AND SEWER DEPARTMENT APPROVAL
Approved this the 4th day of April, 2002.
Dennis J. Dege
Director of Public Works

MAYORS CERTIFICATE
This is to certify that a list of the above described property was approved by the Mayor of the Town of Windsor, Colorado, on the 23rd day of March, 2002, and that the Mayor of the Town of Windsor is authorized by said resolution/ordinance on behalf of the Town of Windsor, hereby acknowledges and certifies the said plat upon which this certificate is endorsed for all purposes indicated therein.
Mayor: Dennis J. Dege
Attest: Denny M. Dege

TOWN ADMINISTRATORS APPROVAL
Approved this the 2nd day of April, 2002.
Dennis J. Dege
Town Administrator

OWNERS APPROVAL AND DEDICATION
Know all men by these presents, that we Fossil Creek 9 Partnership, Three T Investments, LLLP, and Burnette Young Investments being the sole owners of the land described herein, have caused said land to be laid out under the name of Fossil Creek Meadows Annexation and to the extent applicable do hereby dedicate to the public forever all streets, alleys and utility easements as indicated herein. In compliance with the Town of Windsor Subdivision Regulations and by contract agreement, the landowner shall bear all expenses involved in improvements.

DENISE: Fossil Creek 9 Partnership
In witness thereof, we have hereunto set our hands and seals this 27th day of February, 2002.
Dennis J. Dege
Notary Public

DENISE: Burnette Young Investments
In witness thereof, we have hereunto set our hands and seals this 27th day of February, 2002.
Dennis J. Dege
Notary Public

DENISE: Three T Investments, LLLP, a Colorado Limited Liability Limited Partnership Co.
In witness thereof, we have hereunto set our hands and seals this 27th day of February, 2002.
Dennis J. Dege
Notary Public

DENISE: Burnette Young Investments
In witness thereof, we have hereunto set our hands and seals this 27th day of February, 2002.
Dennis J. Dege
Notary Public

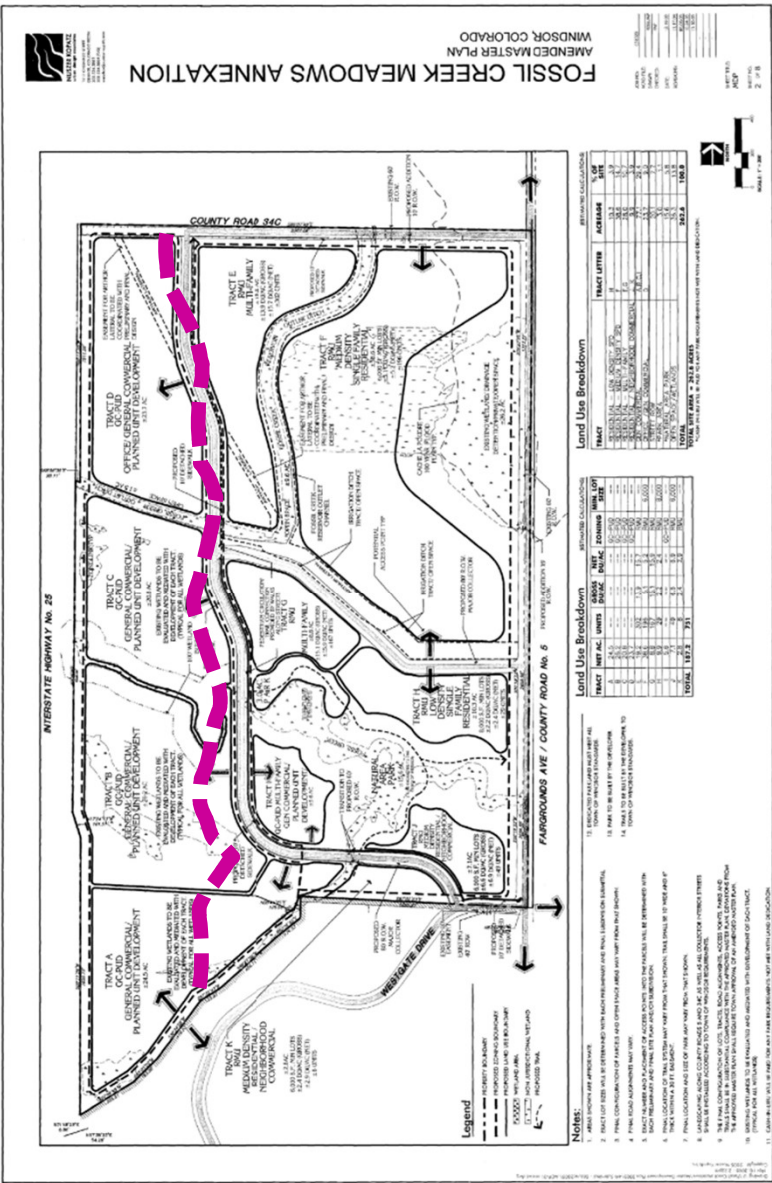
SURVEYORS STATEMENT
I, Robert L. Hahn, a Colorado Registered Professional Land Surveyor, state that this plat represents the results of a survey made by me or under my direct supervision, and that it is true and correct to the best of my knowledge, information and belief. I further state that not less than one-half of the area of the area proposed to be annexed is contiguous to the boundary line of the Town of Windsor, County of Larimer, State of Colorado.

TST, INC.
TST, INC.
0940-000
TST, INC.
2/28/2002
4 1



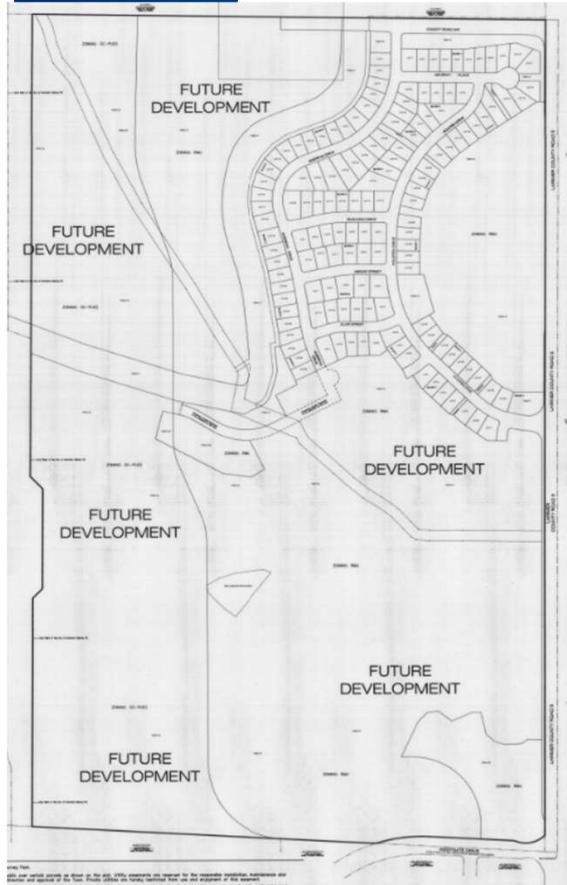
Background

Amended Master Plan: Fossil Creek Meadows 2006





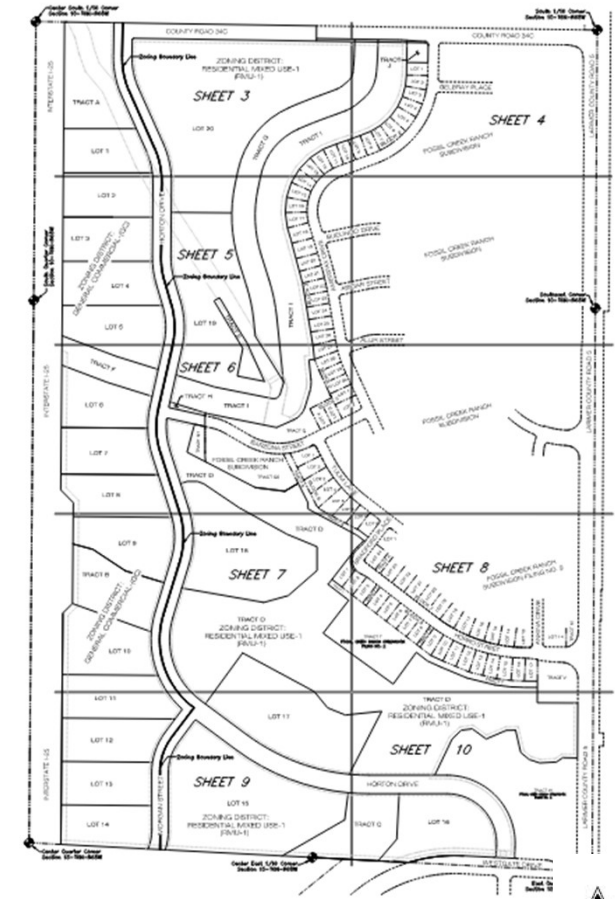
Background



Fossil Creek Ranch
Subdivision - 2020



Fossil Creek Ranch
Subdivision 2nd Filing - 2020



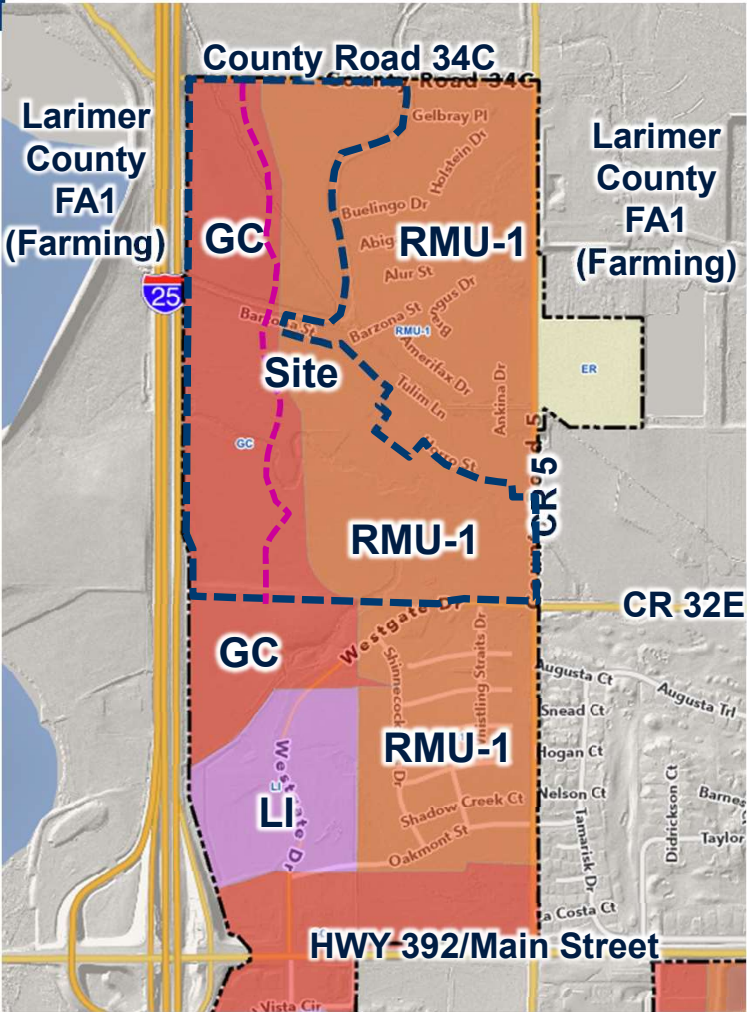
Fossil Creek Ranch
Subdivision 3rd Filing



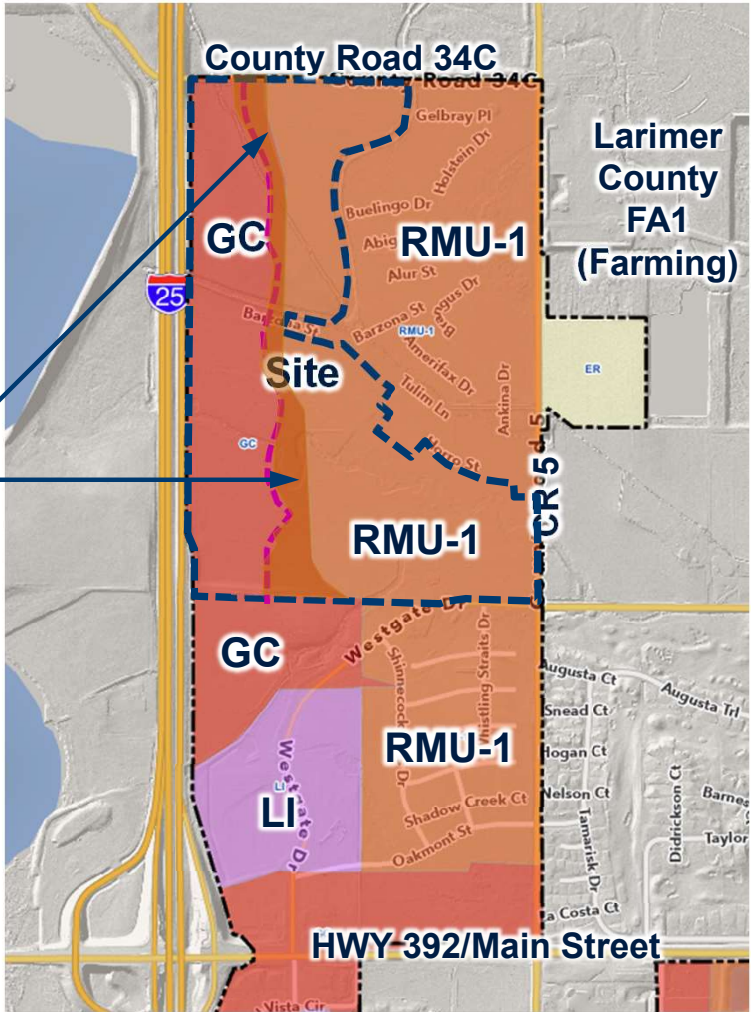


Zoning Map

Existing
Zoning
Map



Proposed
Rezone
from GC
to RMU-1

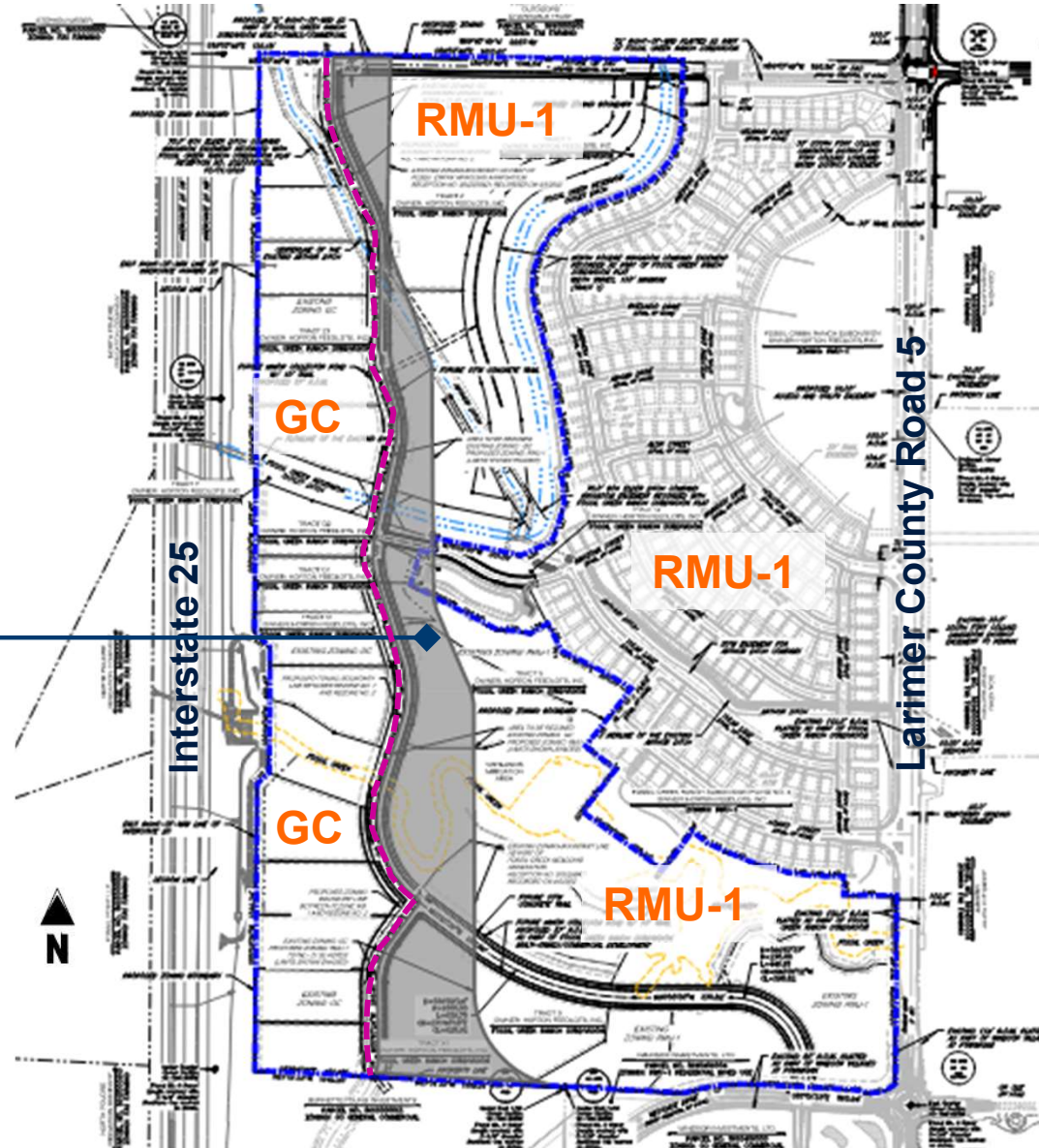




Rezone Plat

Shaded Area:
Rezone 21.82 acres from
General Commercial (GC) to
Residential Mixed Use One (RMU-1)

New zoning boundary will follow
alignment of the north-south collector
road.

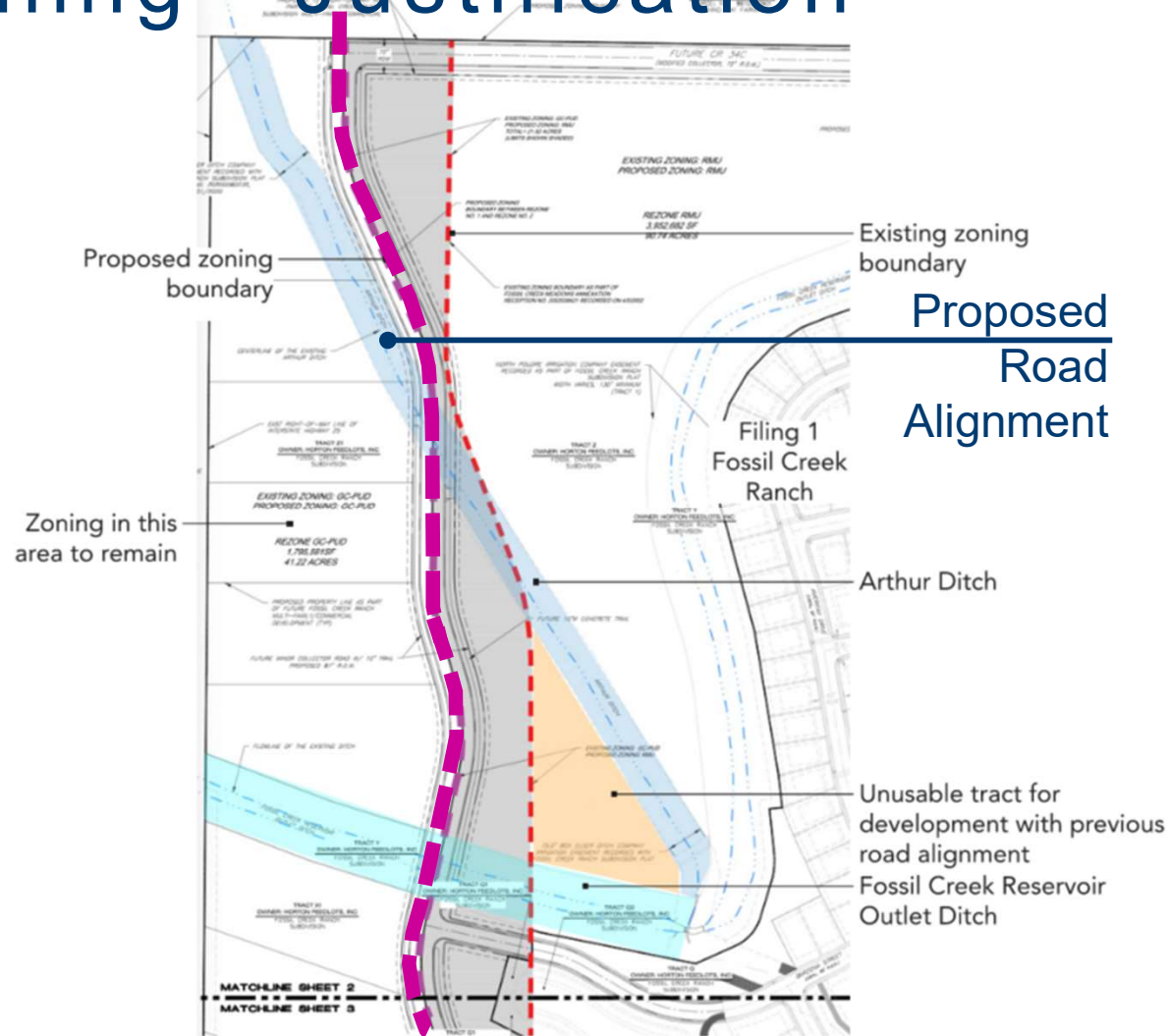




Proposed Zoning - Justification

Rezoning a unique sliver of land to align the with the physical development of the north-south collector road.

- Ditches & Wetlands impacting road geometry
 - ***New road alignment creates feasible ditch crossings***
 - Corrected design deficiencies that became apparent after Westgate Drive was built.

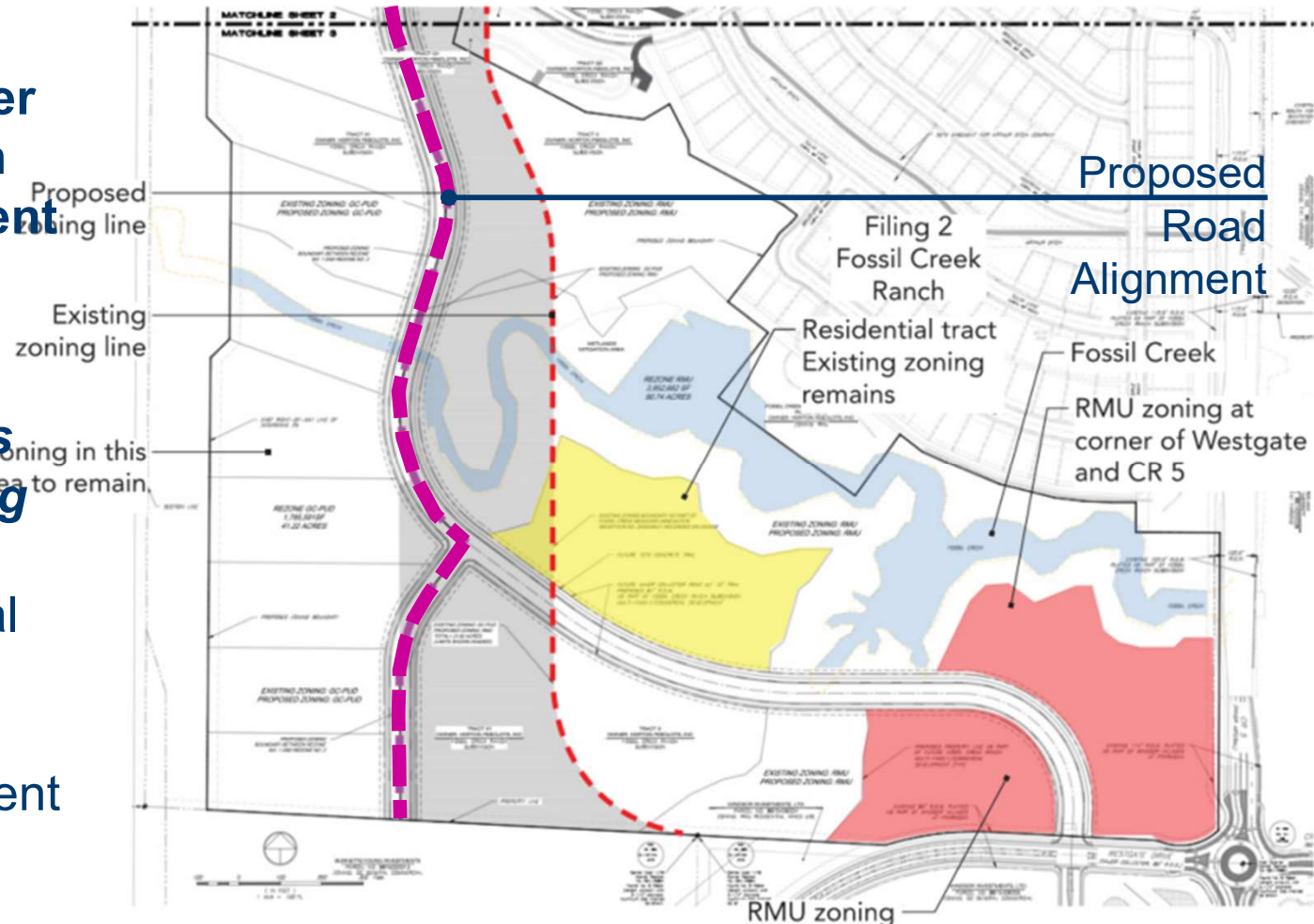




Proposed Zoning - Justification

Rezoning a unique sliver of land to align the with the physical development of Westgate Drive.

- *Create useable development areas adjacent to existing ditches*
- General Commercial area is minimally reduced
 - Remains adjacent to I-25





Review Criteria - Rezone

- (1) The proposal complies with the **Comprehensive Plan** goals and objectives, this Code, the applicable Master Plan, and all other applicable adopted plans or policies.
- (2) The proposed development does not result in undue or unnecessary *burdens on the existing public infrastructure and public improvements*, or that arrangements are made to mitigate such impacts.
- (3) Density is consistent with the **Comprehensive Plan Land Use Plan**, and applicable the utility capacity studies.
- (4) The proposal *serves a community need* or amenity that was not considered at the time of the initial zoning of the property.
- (5) The proposal shall be accompanied by a **Master Plan** or Site Plan that demonstrates compatibility with adjacent uses.



Comprehensive Plan

Chapter 5c – Residential Areas Framework Plan

Goal: *Support diverse housing and residential neighborhoods to meet the needs of varying family sizes, lifestyles and income levels.*

Chapter 5d – Commercial & Industrial Areas Framework Plan

Goal: *Maintain the character of the community while accommodating future growth that is fiscally and environmentally responsible.*

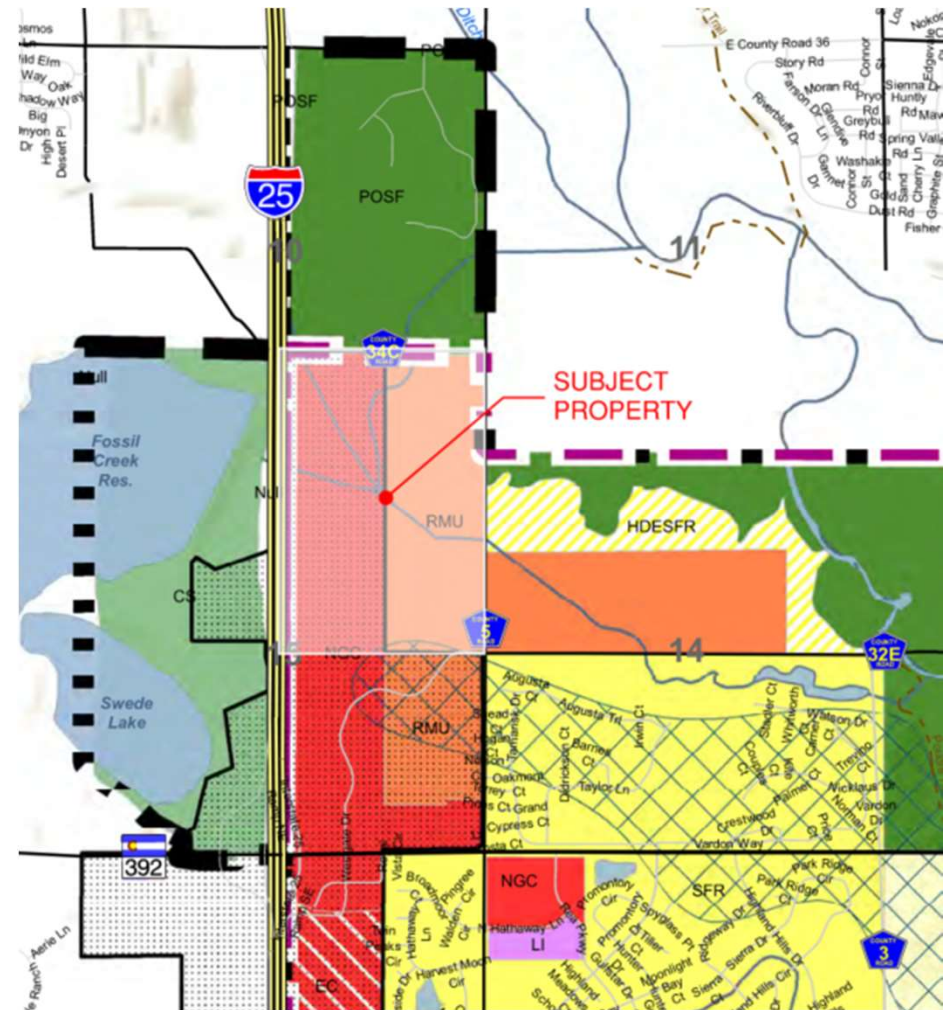
- This proposal is based on the evolution of site design at Fossil Creek Ranch and is working towards maximizing both commercial and residential development opportunities while minimizing impacts to wetlands and the ditch/drainage infrastructure.



Land Use Map

This proposal is in general conformance with the Land Use Map and utility capacities.

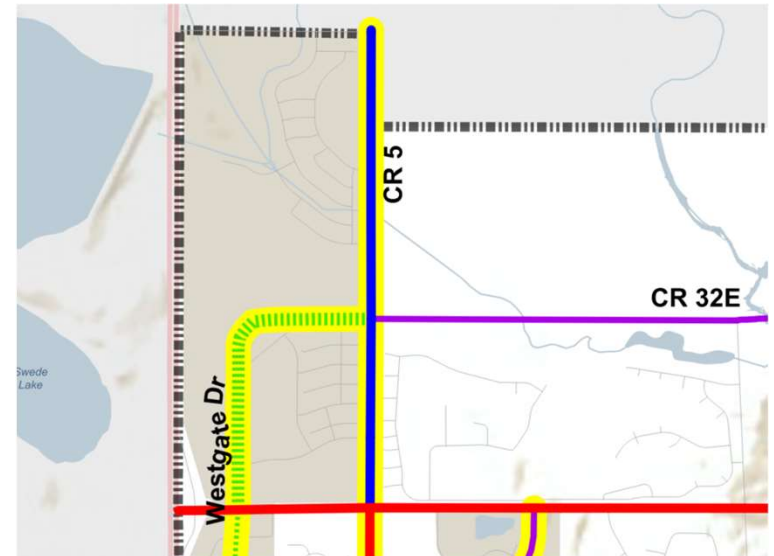
- Line between Neighborhood & General Commercial and Residential Mixed Use may need to be adjusted on the land use map as part of a housekeeping effort.
- There are no changes being proposed that will impact previously approved densities and infrastructure.





Infrastructure

- *It is not anticipated that the proposal would create detrimental impacts to the planned transportation system.*
- The area under consideration has been included in the residential density for the overall development
- The proposal does not change the general road configuration from what has already been planned.





Community Need

The notion of community need was addressed in the original annexation and master plan. The proposed rezone and master plan amendment are not intended to change those original land use designations. Rather, they serve to fine tune the original concepts to exist more in concert with the existing site opportunities and constraints.



Master Plan

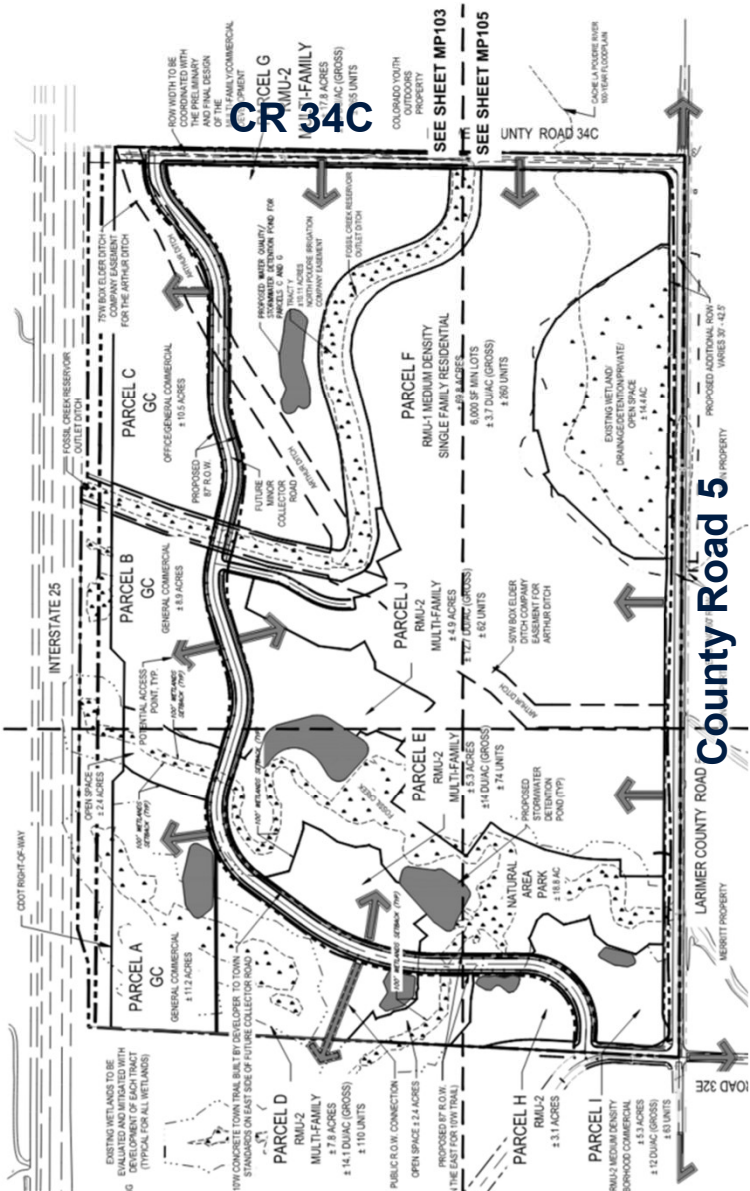
- A Master Plan Amendment has been submitted with the Rezone application.
- The proposed Rezone does not change the overall intent of the approved Master Plan.
- The amendment is being presented to show a realigned north-south collector road which comes as a result of more in-depth design work being done.

LAND USE BREAKDOWN					
PARCEL	NET AC.	UNITS	GROSS DU/AC	ZONING	MIN. LOT SIZE
A	11.2	--	--	GC	
B	8.9	--	--	GC	
C	10.5	--	--	GC	
D	7.8	110	14.1	RMU-1	
E	5.3	74	14.0	RMU-1	
F	69.8	260	3.7	RMU-1	6,000
G	17.8	265	15	RMU-1	
H	3.1	--	--	RMU-1	
I	5.3	63	12.0	RMU-1	6,000
J	4.9	62	12.7	RMU-1	
TOTAL	144.6	834			

LAND USE BREAKDOWN			
TRACT	TRACT LETTER	ACREAGE	% OF SITE
RESIDENTIAL - MEDIUM DENSITY SFD	F	69.8	31.8
RESIDENTIAL - MULTI-FAMILY	D,E,G,J	44.5	20.3
RESIDENTIAL / NEIGHBORHOOD COMMERCIAL	H,I	7.5	3.4
GENERAL COMMERCIAL	A,B	20.1	9.2
OFFICE / GENERAL COMMERCIAL	C	13.0	5.9
STREET RIGHT-OF-WAY		22.8	10.4
*NATURAL AREA PARK		18.8	8.6
OPEN SPACE / WETLANDS		23.0	10.4
TOTAL (BASED ON FILING 1 PLAT)		219.49	100

LEGEND:

PROPERTY BOUNDARY

PROPOSED ZONING BOUNDARY



Amended Master Plan - Summary

- 834 dwelling units (maximum)
 - The new road alignment allows for clustering density while preserving ditches, drainage ways and open space.
- 40 acres open space and drainage
 - Natural area park
 - Trails
 - Open space/natural habitat areas
 - Master drainage corridor
- Mix of residential product types
- Neighborhood commercial uses allowed within the RMU zone district
- General Commercial development



Review Criteria - Master Plan

- 1) Consistency with Comprehensive Plan
- 2) The proposed development does not result in undue or unnecessary burdens on the existing public infrastructure and public improvements
- 3) Density is consistent with the subject zone district, Comprehensive Plan Land Use Plan, and applicable the utility capacity studies.
- 4) Transportation improvements are consistent with the following:
 - Roadway Improvement Plan
 - Subdivision street standards
 - Design Criteria and Construction Specifications
 - Transportation Master Plan
 - Trails Plan
 - Complete Streets Guide.
- 5) Capability of utilities to serve the development – FCLWD / SFCSD 'will serve' letter
- 6) The proposal shall demonstrate compatibility with adjacent uses.



Comprehensive Plan

Chapter 5c – Residential Areas Framework Plan

Goal: *Support diverse housing and residential neighborhoods to meet the needs of varying family sizes, lifestyles and income levels.*

Objective 4 – Foster a diversity of housing types and sized through coordinated land use planning and zoning.

Objective 5 – Support high density residential development near downtown, commercial centers and mixed-use nodes.

Objective 6 – Utilize cluster housing development and conservation design to conserve natural resources...

The development includes several planning areas, designating a range of dwelling units per acre, housing types, compatible neighborhood commercial uses, a school site, and 40 acres designated as natural/open space/wetlands.



Comprehensive Plan

Chapter 5d – Commercial & Industrial Areas Framework Plan

Goal: *Maintain the character of the community while accommodating future growth that is fiscally and environmentally responsible.*

This proposal is based on the evolution of site design at Fossil Creek Ranch and is working towards maximizing both commercial and diverse residential development opportunities while minimizing impacts to wetlands and the ditch/drainage infrastructure.

Additionally, the commercially zoned land serves as a transition and buffer from the impacts of Interstate 25 to the residential neighborhoods.



Strategic Plan

Town of Windsor Mission:

To promote community and hometown pride through sustainable, excellent and equitable delivery of services in a fiscally responsible manner.

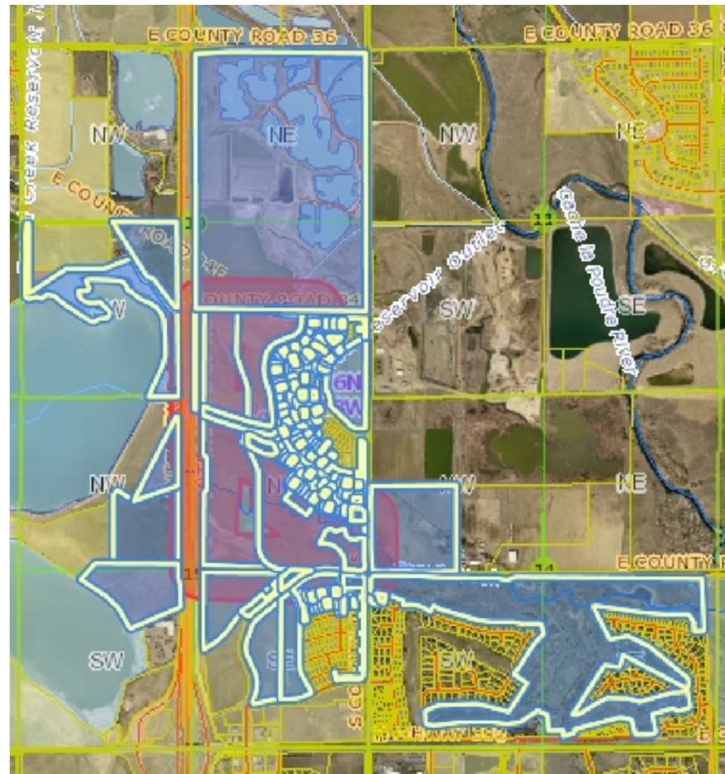
The rezone and associated master plan amendment are based on fine tuning the site to be able to develop the usable commercial and residential land more efficiently while mitigating impacts to the existing natural areas, wetlands and drainage/ditch network.



Neighborhood Meeting

As required by the Municipal Code for rezoning and master plan applications, the applicant held a neighborhood meeting on May 12, 2021.

- Notices were sent to property owners within 500 feet.
- A summary of neighborhood meeting is included with the packet materials.



Neighborhood Meeting*

Presentation of:

Fossil Creek Ranch Rezone
Located east of I-25, at the SW
corner of E CO Rd 34C and S
CO Rd 5

The meeting will be held:
May 12th, 2021 at 6:00PM
Online via phone and
screensharing

Please contact Mary Taylor at
[mtaylor@
russellmillsstudios.com](mailto:mtaylor@russellmillsstudios.com)
to receive meeting access
instructions

The public is invited to participate
and provide comments. If you
are unable to attend or view
the digital meeting and want to
provide comment or feedback,
please use the following contact
information so your feedback may
be recorded.

Mary Taylor
mtaylor@russellmillsstudios.com
970-484-8855

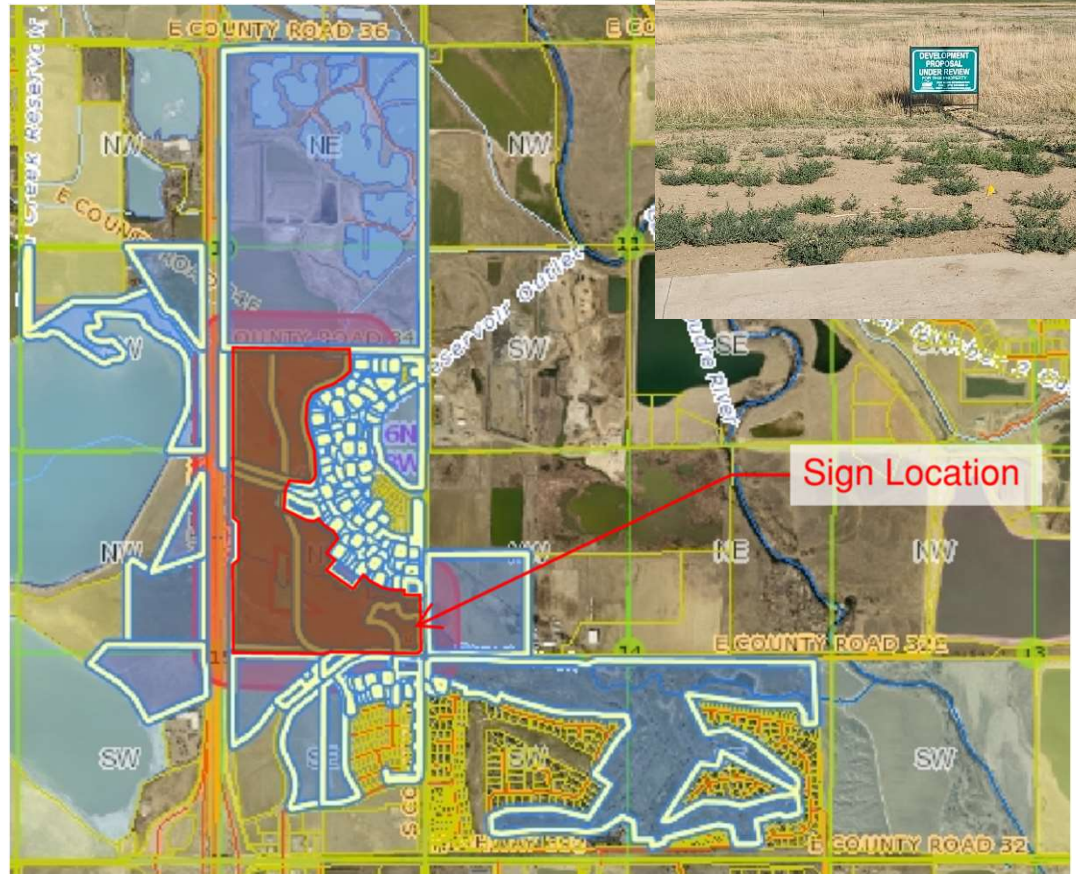
*Please be advised that in addition
to this neighborhood meeting
which is being conducted by the
developer of this specific land use
proposal, the Town of Windsor
will also hold at least one public
hearing on this land use proposal,
the time and date of which shall
be posted on the Town's website
at www.windsorgov.com in the
future.



Public Hearing Notification

The following notifications were completed in accordance with the Municipal Code as follows:

- July 26, 2022– legal ad posted on the Town’s website
- July 26, 2022 - sign posted on property
- July 28, 2022 – notice sent to property owners within 500 feet
- July 29, 2022– legal ad published in newspaper





Recommendations: Rezone and Master Plan Amendment

Staff requests that the Planning Commission forward to the Town Board a recommendation of approval of the Fossil Creek Ranch Rezone subject to any outstanding staff and Planning Commission comments being addressed.

Staff requests that the Planning Commission forward to the Town Board a recommendation of approval of the Fossil Creek Meadows Master Plan Amendment subject to any outstanding staff and Planning Commission comments being addressed; and subject to approval of the rezone.



Record

Staff requests that the following be entered into the record:

- Rezoning application, petition and supplemental materials
- Master Plan Amendment application materials
- Staff memorandum and supporting documents
- Testimony received during the public hearing
- Draft Ordinance and Resolution
- Recommendations
 - Rezone
 - Master Plan Amendment



MEMORANDUM

Date: August 17, 2022
To: Planning Commission
From: Kimberly Lambrecht
Planner II
Re: Recommendation to Town Board – Request to Rezone from General Commercial (GC) to Residential Mixed Use One (RMU-1) in the Fossil Creek Ranch Subdivision – Horton Feedlots, Inc., Owner – John Beggs, Russell+Mills Studios, Applicant's Representative
Item #: B.7.

Background / Discussion:

Please refer to materials presented for the Public Hearing.

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

Staff requests that the Planning Commission forward to the Town Board a recommendation of approval of the Fossil Creek Ranch Rezone subject to any outstanding staff and Planning Commission comments being addressed.

CC:

Scott Ballstadt, Director of Planning
Carlin Malone, Chief Planner

Attachments:



MEMORANDUM

Date: August 17, 2022
To: Planning Commission
From: Kimberly Lambrecht
Planner II
Re: Recommendation to Town Board – Request for a Master Plan Amendment – Fossil Creek Meadows Annexation – Horton Feedlots, Inc., Owner – John Beggs, Russell+Mills Studios, Applicant's Representative
Item #: B.8.

Background / Discussion:

Please refer to materials presented for the Public Hearing.

Financial Impact:

Relationship to Strategic Plan:

Recommendation:

Staff requests that the Planning Commission forward to Town Board a recommendation of approval of the Fossil Creek Meadows Master Plan Amendment subject to any outstanding staff and Planning Commission comments being addressed; and subject to approval of the rezoning.

CC:

Scott Ballstadt, Director of Planning
Carlone Malone, Chief Planner

Attachments: