



**Planning Commission
Wednesday, August 5, 2026
4:00 PM**

**130 Kearns Road
Town Council Chambers
Snowmass Village, CO 81615**

**You can watch the meeting live online on our website at tosv.com.
To join the meeting remotely please use the Teams Meeting information below:**

**Microsoft Teams meeting: <https://teams.microsoft.com/>
Meeting ID: 215 223 568 451 2
Passcode: Lg33Af3U**

Agenda

- 1. Roll Call**
- 2. Approval of Minutes**
 - 2.A. Approval of June 3, 2026 minutes
- 3. Items for Discussion**
 - 3.A. Wildridge Unit II, Lot 25 - Variance Request to Exceed Building Envelope and Encroach in Front Yard Setback
 - 3.B. Sketch Plan Application, Ritz Carlton Snowmass - Site Visit
 - 3.C. Community Development Director Updates
- 4. Adjournment**

TOWN OF SNOWMASS VILLAGE

**PLANNING COMMISSION
MEETING MINUTES**

June 3, 2026

Members Present:

Matt Dube, Chair
Brian Marshack, Vice Chair
Maggie Helmig
Jim Gustafson
David Seglin
Stan Clauson
Tom De Napoli

Staff Present:

Michelle Bonfils Thibeault
Kevin Kiernan
Ashleigh Huff

Members Absent: None

Others Present: Ben Feldman, Mary Blankenau, Taylor Dexheimer, Craig Coney

Call to order: The meeting was called to order at 4:00 p.m. by Matt Dube, Chair.
No Commissioners were absent.

Item 1: Meeting Minutes of March 18, 2026:

The minutes from the March 18, 2026, meeting were presented for approval.
Following a spelling correction, the minutes were unanimously approved 7-0.

Item 2: AT& T Cell Tower Special Review:

Senior Planner, Kevin Kiernan, presented a Special Review application submitted by BMF Development on behalf of AT&T Mobility to temporarily relocate an existing wireless communications facility currently mounted on the chimney at 690 Carriage Way while chimney reconstruction and exterior building improvements are completed. The temporary facility would consist of a 65-foot monopole tower located at 721 Upper Carriage Way for a period of up to six months. Mr. Kiernan explained that the proposed tower exceeds the height otherwise permitted in the SPA-1 zoning district; therefore, Special Review approval was required. Staff recommended approval subject to the conditions outlined in the staff report.

Applicant Ben Feldman of BMF Development, representing AT&T, explained that the temporary tower is necessary to maintain uninterrupted wireless service for emergency responders, residents, and visitors during construction. He noted that the proposed tower height is required because the temporary location sits

at a lower elevation than the existing rooftop installation and must clear surrounding trees and buildings to maintain existing coverage. Commissioners discussed the proposed height, potential aesthetic impacts, and whether the temporary location could serve as a permanent site. Mr. Feldman explained that the permanent facility would remain on the reconstructed chimney but would feature an upgraded, concealed design with antennas located behind a parapet to improve the appearance of the installation.

Commissioners also discussed the anticipated construction schedule and removal deadline for the temporary facility. The applicant confirmed that contractual incentives and penalties were in place to encourage timely completion of the work. Commissioners requested that the October 21 removal date referenced in the draft resolution be corrected to October 31, 2026. Additional discussion focused on the importance of maintaining reliable wireless communications throughout the construction period while improving the long-term appearance of the permanent installation.

Following discussion, the Commission considered Resolution No. 2, Series 2026, approving the temporary wireless communications facility with the revised removal date of October 31, 2026. The resolution was approved unanimously.

Item 3: Community Development Director Updates:

- A joint Planning Commission and Town Council meeting is tentatively scheduled for July 6 to review the Ritz-Carlton Major Sketch Plan application.
- The Shop Affordable Housing Project will proceed directly to Town Council for final plan approval.
- No Planning Commission meetings are currently scheduled for June 17 or July 1.
- Community updates included information regarding an injured juvenile bear in the area and upcoming Town Council and mayoral elections, with candidate petitions available beginning August 4.

Adjournment: The meeting adjourned at 4:25 p.m.

Town of Snowmass Village Agenda Item Summary

Date of Meeting:

August 5, 2026

Agenda Item:

Wildridge Unit II, Lot 25 - Variance Request to Exceed Building Envelope and Encroach in Front Yard Setback

Presented by:

Kevin Kiernan, Senior Planner

Staff Memo:

T. Michael Manchester with Manchester Architects ("Applicant"), on behalf of and as authorized by Aaron and Diana Alizadeh ("Owners"), submitted on August 19, 2025, as updated or modified on April 21, 2026, a Variance application for the development of a two-car garage exceeding the building envelope by up to 6'-9" and encroaching the in front yard setback on Lot 25, Wildridge Unit 2 (address: 36 Summit Lane).

The application can be accessed from the Town's website via this link: [Lot 25, Wildridge II Garage Add SB Enc Variance 2025](#)

The subject property is zoned SF-15 and in the Wildridge Unit Two Subdivision. The required setbacks for Lot 25 according to the plat are: Front: 10 feet; Sides: 11 feet; and Rear: 25 feet which is next to a common area.

The property received Administrative Modification approval on the 31st of October 2006 that includes existing intrusions of less than two (2) feet into the front yard setback: 1) portions of the carport/garage roof overhang; and 2) sections of the carport/garage wall.

The SF-15 zone district's standards determine the allowable Floor Area Ratio, which is 0.16:1 calculating to a maximum floor area of 2,511 square feet (per the re-survey) according to Section 16A-3-200, Table 3-2, Schedule of Dimensional Limitations in Town's municipal code. Similarly, in 2006, approval for a Floor Area Excise Tax application requesting an additional 72.3 sq. ft. of extra floor area was granted.

PUBLIC NOTICE REQUIREMENTS: The Applicant has met the requirements for publishing, posting and mailing of the Notice as required in Section 16A-5-60(b) of the Town of Snowmass Village Municipal Code ("Municipal Code"). The publication notice was printed in the Aspen Times on June 19th, 2026. The Applicant submitted executed affidavits for the mailing and posting of the hearing notice.

REVIEW STANDARDS: Pursuant to Municipal Code Section 16A-5-240(c), a Variance application shall comply with all of the Review Standards. In reviewing the application, Staff finds that the application does *not meet* all of the Standards as detailed below:

1. ***Special Circumstances Exist:*** *There are special circumstances or conditions, such as exceptional topography, or the narrowness, shallowness or shape of the property, that are peculiar to the land or building for which the variance is sought, and do not apply generally to land or buildings in the neighborhood.*

Staff Finding: Conversion of the existing carport and driveway into livable SF does not constitute a hardship necessitating a garage to be built into the front yard setback and outside of the established building envelope. The property is fully developed. There are no practical difficulties and/or undue hardship in the use of the land or building.

2. **Not Result of Applicant:** *The special circumstances and conditions have not resulted from any act of the applicant.*

Staff Finding: Conversion of the existing carport and driveway into livable square footage does not constitute a hardship necessitating a garage to be built outside of the established building envelope and into the front yard setback. The variance request is related to proposed actions of the applicant.

3. **Strict Application Causes Practical Difficulties:** *The special circumstances and conditions are such that the strict application of the provisions of this Development Code would result in practical difficulties to and undue hardship upon the use of the land or building.*

Staff Finding: Conversion of the existing carport and driveway into livable square footage does not constitute a hardship necessitating a garage to be built into the front yard setback and outside of the established building envelope. The property is fully developed. There are no practical difficulties and/or undue hardship in the use of the land or building.

4. **Necessary to Relieve Practical Difficulties:** *The granting of the variance is necessary to relieve the applicant of the practical difficulties and undue hardship in the use of the land or building and is the minimum variance that could be granted to achieve said relief.*

Staff Finding: The property is fully developed. There are no practical difficulties and/or undue hardship in the use of the land or building.

5. **Not Adversely Affect Neighborhood:** *The granting of the variance will not change the character or otherwise adversely affect the neighborhood surrounding the land where the variance is proposed, will not have a substantially adverse impact on the enjoyment of land abutting upon or across the street from the property in question, will not impair an adequate supply of light or air to adjacent property, will not increase the danger of fire or otherwise endanger public safety or the public interest, and will not substantially diminish or impair property values within the neighborhood.*

Staff Finding: The front yard setback standard is in place to reduce conflict between private property and public right-of-way (ROW) maintenance and emergency access. Introduction of a structure into the required setback is an adverse condition to maintaining public ROW, putting the structure and snowplowing operations at unnecessary risk of conflict.

6. **Harmony with Development Code:** *The granting of the variance will be in harmony with the purposes and intent of this Development Code, including the intent of the underlying zone district. No variance shall be approved that permits the construction or enlargement of any building or decks and related structures for any use prohibited in the underlying zone district.*

Staff Finding: The property is fully developed. There are no practical difficulties and/or

undue hardship in the use of the land or building. The requested variance to build outside the designated building envelope and encroach on the front yard setback does not meet the intent of alleviating site-specific constraints as defined by the Development Code.

7. ***Consistent with Comprehensive Plan:*** *The granting of the variance will be consistent with the intent of the Comprehensive Plan.*

Staff Finding: Not applicable.

REFERRAL AGENCY COMMENTS:

PLANNING:

- Conversion of the existing garage into livable square footage does not constitute a site-specific hardship for necessitating a garage to be built into the front yard setback.

BUILDING & FIRE:

- Conversion of the existing carport into livable SF and construction of a new garage may trigger wildfire resiliency building requirements such as removal of landscaping within 5ft of the structure. This could have a significant impact to the trees acting as a sort of natural guardrail.
- Maintaining unobstructed access to the fire hydrant across from the property is required. There is concern that correcting the double driveway condition will reduce onsite parking and potentially result in on-street parking narrowing accessibility to the fire hydrant.

PUBLIC WORKS:

- Existing railroad ties and landscaping encroach on the public ROW, in violation of Sec 11-63 of the municipal code.
- The front yard setback standard is in place to reduce conflict between private property and public ROW maintenance and emergency access. Introduction of a structure into the required setback is an adverse condition to public ROW maintenance, i.e. puts the structure and snowplowing operations at unnecessary risk of conflict.
- The existing condition of a double driveway onto the property does not meet Access Permit standards and would not be allowed to continue with redevelopment of the property.

STAFF RECOMMENDATION: Staff recommends the Planning Commission hear a presentation by Staff and the Applicant, ask questions, consider public comment as this is a Public Hearing, hold discussion and finally motion to approve, approve with conditions, or deny the application. Attached is a draft Resolution written in the affirmative which may be modified at the meeting. The Resolution includes an Exhibit A of the application materials and drawings.

Recommended Motion: *"I motion to adopt/deny Resolution No. 3, Series of 2026."*

Attachments:

1. 1. Resolution - DRAFT
2. 2. Application
3. 3. Updated Site Plan 8.4.2026

**TOWN OF SNOWMASS VILLAGE
PLANNING COMMISSION**

**RESOLUTION NO. 3
SERIES OF 2026**

A RESOLUTION REGARDING A PORTION OF A NEW GARAGE ADDITION TO ENCROACH OUTSIDE OF THE PLATTED BUILDING ENVELOPE AND INTO THE REQUIRED FRONT TEN-FOOT (10') SETBACK BY APPROXIMATELY 6-9" FEET AT ITS LONGEST EXTENSION ON LOT 25, WILDRIDGE UNIT TWO (36 SUMMIT LANE) ZONED SF-15.

WHEREAS, T. Michael Manchester with Manchester Architects ("Applicant"), on behalf of and as authorized by Aaron and Diana Alizadeh ("Owners"), submitted on August 19, 2025, as updated or modified on April 21, 2026, a Variance application for the development of a two-car garage exceeding the building envelope by up to 6'-9" and encroaching the in front yard setback on Lot 25, Wildridge Unit 2 (address: 36 Summit Lane), as described and illustrated on Attachment "A" incorporated herein; and

WHEREAS, a public hearing notice was published in the Aspen Times on, June 19th, 2026 and the Applicant submitted signed affidavits for the mailing and posting of the public hearing notice; and

WHEREAS, a public hearing was scheduled to be held before the Planning Commission at a regular meeting on August 5, 2026 to review the application, receive public comments, consider the recommendations of Town Staff, and to consider and act upon this resolution; and

WHEREAS, said Variance request was processed, evaluated and considered pursuant to *Section 16A-5-240, 'Variances,'* and *Section 16A-5-70, 'Action by decision-making body,'* of the Municipal Code.

NOW, THEREFORE, BE IT RESOLVED by the Planning Commission of the Town of Snowmass Village, Colorado:

Section One: Findings.

1. The Applicant has submitted sufficient information pursuant to *Section 16A-5-40(b), 'Minimum Contents,'* and *Section 16A-5-240(b)(2)* of the Municipal Code, for Town Staff and the Planning Commission to adequately review the proposed Variance.
2. All public notification requirements, as specified in *Section 16A-5-60, 'Notice of public hearings,'* of the Municipal Code, have been satisfied.
3. The Application is compliant with all the applicable review standards specified within *Section 16A-5-240(c), 'Review Standards'* of the Municipal Code. The Planning Commission finds that the Variance code criteria is met pursuant to these findings:
 - a. Special circumstances have been identified;

- b. Strict application of the development code causes practical difficulties to constructing the requested garage outside of the building envelope;
- c. The variance is required to relieve requirements of the development code;
- d. It may not adversely affect the neighborhood so long as the applicant contains all vehicle parking to the subject property;
- e. It is in harmony with the Development Code which allows for variance requests; and
- f. Is not inconsistent with the Comprehensive Plan as this application is not directly related to goals or strategies outlined in the Comprehensive Plan.

Conditions of Approval:

This approval is conditional on the following items being corrected. No building permit shall be issued prior to correction of the following items:

- 1. The existing railroad ties and landscaping encroach on the public ROW, in violation of Sec 11-63 of the municipal code, shall be removed.
- 2. The second driveway, without the garage, does not meet Access Permit standards shall be closed and use discontinued. A plan indicating design features to close said second driveway shall be submitted to achieve a building permit for the garage.

Section Two: Action.

The Planning Commission hereby approves the Variance for a portion of a new garage addition to encroach outside of the platted building envelope and into the required front ten-foot (10') setback by approximately 6'-9" feet at its longest extension on Lot 25, Wildridge Unit Two (36 Summit Lane), as further described and illustrated on attachment Exhibit "A" incorporated herein, and pursuant to the findings set forth in Section One: 'Findings' above.

Section Four. Severability. If any provision of this Resolution or application hereof to any person or circumstance is held invalid, the invalidity shall not affect any other provision or application of this Resolution which can be given effect without the invalid provision or application, and, to this end, the provisions of this Resolution are severable.

Planning Commission Resolution No. 3, 2026
Lot 25, Wildridge Unit II, Variance Request
Page 3 of 3

INTRODUCED, READ AND ADOPTED, as amended, on the motion of Planning Commission member _____ and the second of Planning Commission member _____ to deny the Variance by a vote of ___ in favor and ___ against, on this ____ day of August 2026.

TOWN OF SNOWMASS VILLAGE
PLANNING COMMISSION

Matt Dubé, Chairman

ATTEST:

Ashleigh Huff, Planning Commission Secretary

Incorporated Attachments:
Attachment "A" – Application

July 20, 2025

Jim Wahlstrom – Senior Planner
Dave Shinneman – Community Development Director
Snowmass Village Town Council
Town of Snowmass Village
Snowmass Village, Colorado 81615

RE: Variance application on Lot 25, Wildridge Unit 2 – AKA 36 Summit Lane

Dear Jim, Dave and members of the Planning Commission,

SUMMARY

Manchester Architects has been retained by Aaron and Diana Alizadeh to submit for a variance to create some modifications to their residence at 36 Summit Lane in Snowmass Village. Summit Lane is a narrow and short roadway that provides access to 5 houses. This section of road is established by a thirty foot wide private road easement across the properties so that the property line is near the center of Summit Lane. The existing house is going to be retained for the most part. The proposal is to permit a new garage on the north side of the house that will extend beyond the building envelope 6'-9" at the furthest point. It is still more than three feet away from the road easement and about nine feet from the road pavement.

I have enclosed preliminary floor plans and calculations (attachments 8-10) for all of the additions and modifications for informational value only. This is not a building permit application. When the variance is approved, we will submit for a building permit with the finalized plans and elevations.

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LAND USE CODE PROVISIONS AND REQUIREMENTS

The following Land Use Code sections are applicable to this application. My comments are listed in **Red**.

1. Sec 16A-5-240. – Variances.

- a. (a) Purpose. This Section sets forth the procedures and standards for obtaining a variance from the standards of the Land Use and Development Code. A variance is a deviation from the standards of the Development Code that is necessitated by special circumstances or conditions of the physical site (such as exceptional topography, or the narrowness, shallowness or shape of a particular piece of property), that would create practical difficulties for, or an unusual hardship upon, the owners of the land if the provisions of this Code were to be strictly enforced.
- b. (b) Procedure. The following procedures shall apply to an application for a variance. These procedures are illustrated in Figure 5-7, Variance Application Procedures.
 - i. (1) Pre-application conference. Attendance at a pre-application conference is optional prior to submission of an application for a variance.
 - ii. (2) Submission of application. The applicant shall submit an application to the Planning Director that contains the following materials:
 1. (a) Minimum contents. The minimum contents for any application, as specified in [Section 16A-5-40](#). **See below.**
 - 2. (b) Site plan.** A site plan of the subject property, showing existing improvements and proposed development features that are relevant to the review of the proposed variance application. **See Attachments #6 & #7**
 3. (c) Other information. The applicant shall submit such other written or graphic information as is necessary to describe and evaluate the proposed variance, such as proposed building elevations.
 - iii. (3) Staff review. Staff review of the application shall be accomplished, as specified in [Section 16A-5-50](#), Staff Review of Application.
 - iv. (4) Action by Planning Commission. A complete copy of the application shall be forwarded to the Planning Commission, together with a copy of the staff review. Public notice that the Planning Commission will consider the application shall be given by

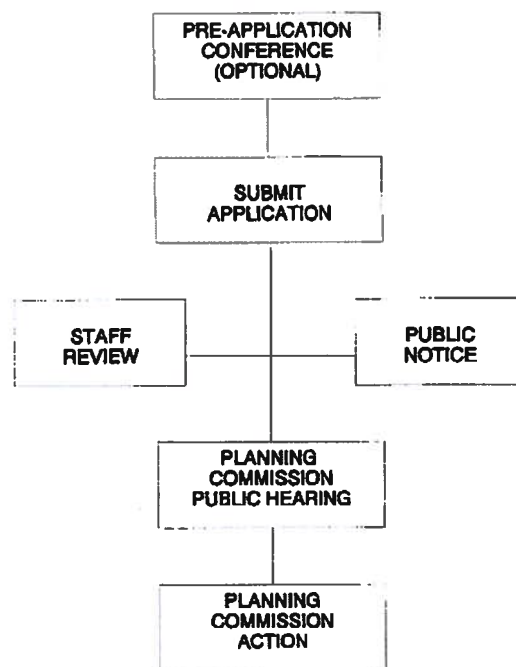
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publication, posting and mailing of notice, pursuant to [Section 16A-5-60\(b\)](#), Manner and Timing of Notice. The Planning Commission shall hold a public hearing to consider the application, which shall be conducted pursuant to [Section 16A-5-70\(2\)](#), Conduct of Public Hearing. The Planning Commission shall consider all relevant materials and testimony, shall consider the standards of Subsection (c), Review Standards, and shall approve, approve with conditions or deny the application.

- v. (5) Appeal. A decision by the Planning Commission on a variance application may be appealed, pursuant to [Section 16A-5-80](#), Appeals. The appeal shall be referred to the Town Council, which shall consider the matter pursuant to [Section 16A-5-80\(d\)](#), Procedure.

**FIGURE 5-7
VARIANCE APPLICATION PROCEDURES**



(c) Review Standards. An application for a variance shall comply with all of the following standards:

(1) Special circumstances exist. There are special circumstances or conditions, such as exceptional topography, or the narrowness, shallowness or shape of the property, that are peculiar to the land or building for which the variance is sought, and do not apply

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generally to land or buildings in the neighborhood; The Wildridge II Subdivision was approved by Pitkin County in 1969. Summit Lane was created by that plat as a Private Road Easement. Summit Lane is the access road for five lots so is essentially a shared driveway for these lots. The house was constructed almost as far away from the road as possible within the building setback. A carport/Garage structure was created towards the street and required an Administrative Modification for a small encroachment. The shallowness of this lot and the private Road Easement have created a Special Circumstance not normal for residential lots in Snowmass Village.

(2) Not result of applicant. The special circumstances and conditions have not resulted from any act of the applicant; The situation requiring this variance are a result of the original plat and the original construction which are not anything the current owner had any knowledge of nor control over.

(3) Strict application causes practical difficulties. The special circumstances and conditions are such that the strict application of the provisions of this Development Code would result in practical difficulties to and undue hardship upon the use of the land or building; Because of the uniqueness of this lot and the location of the existing residence, strict application of the setback would not allow for a small garage which is a practical difficulty.

(4) Necessary to relieve practical difficulties. The granting of the variance is necessary to relieve the applicant of the practical difficulties and undue hardship in the use of the land or building and is the minimum variance that could be granted to achieve said relief; This variance is necessary to allow a small garage to be constructed with only a small intrusion into the setback.

(5) Not adversely affect neighborhood. The granting of the variance will not change the character or otherwise adversely affect the neighborhood surrounding the land where the variance is proposed, will not have a substantially adverse impact on the enjoyment of land abutting upon or across the street from the property in question, will not impair an adequate supply of light or air to adjacent property, will not increase the danger of fire or otherwise endanger public safety or the public interest and will not substantially diminish or impair property values within the neighborhood; The new garage will blend into the existing house and be a natural part of the streetscape. See Attachment #11 for computer modeling of this project.

(6) Harmony with Development Code. The granting of the variance will be in harmony with the purposes and intent of this Development Code, including the intent of the underlying zone district. No variance shall be approved that permits the construction or

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enlargement of any building or decks and related structures for any use prohibited in the underlying zone district; **This addition will enhance the lives of the residents and is consistent with the neighborhood and the development code. It is not for any prohibited use.** And,

(7) Consistent with Comprehensive Plan. The granting of the variance will be consistent with the intent of the Comprehensive Plan. **The full enjoyment of the community and their home is consistent with the Comprehensive Plan. This addition will do both.**

(Ord. 4-1998 §1; Ord. 15-2000 §1)

Sec. 16A-5-40. - Submission of application.

(b) Minimum Contents. The development application shall include the information and materials specified for that particular type of application in the applicable section of this Article V. In addition, all development applications shall, at a minimum, include the following information and materials:

(1) Name, address, telephone number and power of attorney. The applicant's name, address and telephone number. If the applicant is to be represented by an agent, a letter signed by the applicant granting power of attorney to the agent shall be submitted, authorizing the agent to represent the applicant and stating the representative's name, address and phone number.

(2) Legal description. The legal description and street address, if such exists, of the parcel on which development is proposed.

(3) Disclosure of ownership. A current certificate from a title insurance company or attorney licensed in the State which shall set forth the names of all owners of property included in the application and shall include a list of all mortgages, judgments, liens, contracts, easements or agreements of record that affect the property. At the Town's option, the holders or owners of such mortgages, judgments, liens, contracts, easements or agreements of record may be required to consent to the application before it is acted upon by the Town.

(4) Written description. A written description of the proposal and an explanation, in written, graphic or model form, of how the proposed development complies with the review standards applicable to the application, found in the applicable section of this Article V.

(5) Vicinity map. An eight and one-half inch by eleven inch (8½" x 11") vicinity map locating the subject parcel within the Town.

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(6) Other maps. All other maps required for the application shall be prepared at a scale of one inch equals one hundred feet (1" = 100') or larger, on sheets no larger than thirty inches by forty-two inches (30" x 42"), with an unencumbered margin of one and one-half inches (1.5") on the left hand side of the sheet and one-half inch (0.5") around the other three (3) sides of the sheet. Sheets of twenty-four by thirty-six inches (24" x 36") are preferred. If it is necessary to place information on more than one (1) sheet, an index shall be included on the first sheet. Report-size versions of all maps, reduced to a sheet size of no greater than eleven inches by seventeen inches (11" x 17"), shall also be submitted.

(7) Base fee. The application shall be accompanied by the applicable base fee from the Planning Department's fee schedule. The fee schedule shall be established and may be revised from time-to-time by the Planning Director. The fee schedule shall be available for review in the Planning Department during normal business hours.

a. Actual fee. The actual review fee shall be computed by the Planning Director, based upon a staff hourly rate determined by the Planning Director to be an estimate of the fully allocated hourly cost of review of the application by the Town staff, plus the actual costs incurred by the Town in employing consultants, including attorneys and engineers, performing services for the Town directly related to the application.

b. Reimbursement due. The applicant shall reimburse the Town for such amounts in excess of the base fee as determined by the Planning Director. The reimbursement to the Town by the applicant shall be due and payable within fifteen (15) days of the date of billing.

(c) Consolidation. The Town's development review process is intended to encourage efficient processing of applications. Applicants may request, and the Planning Director may permit, the consolidated submission and review of all necessary development applications for a parcel of land. The Planning Director is authorized to waive any overlapping submission requirements in the consolidated review.

(Ord. 4-1998 §1; Ord. 15-2000 §1; Ord. 16-2010 §1)

Sec. 16A-5-60. - Notice of public hearings.

(a) Notice Required. Table 5-1, Summary of Development Review Procedures, identifies the types of land development applications that require a public hearing, and at what step during the review process that hearing shall occur. Public notice shall be provided for each application type that is listed as requiring notice to be given. Notice shall be provided as specified below.

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(b) Manner and Timing of Notice. Public notice shall be given by publication of notice in the newspaper, mailing of notice to property owners surrounding the subject property and posting of notice on the property, as specified herein. The number of days prior to the hearing that each type of notice must be given is summarized in Table 5-2, Timing of Required Public Notices.

(1) Publication of notice. Publication of notice shall be accomplished by the staff, who shall place a legal notice in a newspaper of general circulation in the Town. The legal notice shall state the date, time, location and purpose of the public hearing, and the name of the decision-making body conducting the hearing and shall be published once.

(2) Mailing of notice. Mailing of notice shall be accomplished by the applicant. The notice that the applicant shall mail shall be prepared by the Planning Director and provided to the applicant. Notice shall be sent by first-class mail to all property owners located wholly or in part within three hundred (300) feet of the subject property. In certain circumstances involving multi-family uses or larger parcels, the Planning Director may define the three-hundred-foot notification boundary to be measured from the perimeter of the proposed project or area within the property being affected by the proposed development, rather than being measured from the entire property boundary.

a. Source of list. The applicant shall compile the list of property owners to whom notice will be mailed by using the most current list of property owners on file with the County Tax Assessor.

b. Contents of mailed notice. The notice that is mailed shall contain the following information:

1. Description of proposal. A description of the proposed application, including a reference to the Code section under which the application will be processed and the name of the decision-making body that will conduct the hearing. An exhibit depicting the proposed development shall also be included.

2. Description of property. A description of the subject property.

3. Date time and place. The date, time and place of the public hearing for which notice is being given.

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4. Map amendment. If the application is for an amendment to the Official Zone District Map, a map illustrating the proposed amendment shall be included with the mailed notice. The notice shall state what the present zoning is and what the new zoning will be and shall set forth the dimensional limitations for the proposed zone, as established in this Code.

TABLE 5-2
Timing of Required Public Notices

<i>Application Type</i>	<i>Days Prior to Hearing That Public Notice Must Be Given</i>		
	<i>Published</i>	<i>Mailed</i>	<i>Posted</i>
Amendment to Comprehensive Plan	30	No	No
Interpretation	No	No	No
Amendment to Text of Development Code	15	No	No
Amendment to Official Zone District Map	15	15	15
PUD Sketch Plan (Planning Commission)	10 ¹	No	No
PUD Sketch Plan (Town Council)	10	10	10
PUD Preliminary Plan	30	30	15
PUD Final Plan	No	No	No
PUD Amendment	15	30 (Major) 15 (Minor)	15
Special Review	15	15	15
Variance	30	30	15

5. Subdivision. If the application is for approval of a subdivision, the notice shall specify the proposed types of uses and gross residential density.

6. Additional hearings. The written notice shall also state that additional public hearings may be held before the Planning Commission and/or Town Council at later dates, for which only published notice shall be required, and shall indicate that additional information regarding the proposal is available for inspection at the Town offices during normal business hours.

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7. Contact person. The address and telephone number of the Planning Department, and the name of the person to whom written comments should be directed prior to the public hearing.

(3) Posting of notice. Posting of notice shall be accomplished by the applicant. The applicant shall prepare and use a form approved by the staff. The applicant shall enter onto the sign the date, time, location and purpose of the public hearing, and the name of the decision-making body conducting the hearing. The applicant shall post the sign in a conspicuous location on the subject property.

a. Dimensions. The dimensions of the sign shall be not less than twenty-two inches wide by twenty-six inches high (22" x 26"). Lettering on the sign shall be not less than one (1) inch in height.

b. Materials. The materials to which the notice form is affixed shall be sturdy and waterproof or shall have a waterproof covering. The applicant shall maintain the sign in a legible manner until the closure of the public hearing and shall remove it on the day following closure of the public hearing.

(4) Validity of notice. If the applicant follows the procedures indicated above in good faith, the failure of any particular property owner to receive notice shall not affect the validity of the proceedings which require such notice. By way of example, notice shall not be considered invalid because of unrecorded or subsequent transfers of title, or uncertainties concerning ownership not discernible from the tax assessment rolls.

(5) Proof of notice. At or before the actual public hearing, the applicant shall provide the Town with an affidavit certifying that notice was posted. A copy of the list of property owners to whom notice was mailed shall be attached to the affidavit. A photograph of the posted sign shall also be attached to the affidavit.

(Ord. 4-1998 §1; Ord. 6-1999 §1; Ord. 10-1999 §1; Ord. 11-1999 §3; Ord. 15-2000 §1; Ord. 32-2004 §A-5; Ord. 16-2010 §1; Ord. 4-2013 §3; Ord. 6-2015 §6 (Exh. A))

The following attachments are included as part of this application:

1. This cover letter
2. The Town application
3. Consent letter from the Owner
4. Vicinity map #1
5. Vicinity map close-up

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6. Improvement Survey
7. Proposed Site Plan
8. Proposed Upper Floor Plan
9. Proposed Lower Floor Plan
10. Proposed FAR calculations
11. Proposed 3D model of garage addition
12. Title policy
13. List of neighbors within 300'
14. Map of neighbors within 300'
15. Fee Agreement

Thanks for reviewing this application and please let me know if there is anything else that I can do to be helpful.

Sincerely,



T. Michael Manchester
Architect
Manchester Architects, Inc.

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08/19/2025

Page 12 of 36

TOWN OF SNOWMASS VILLAGE

VARIANCE PLANNING COMMISSION APPLICATION

A variance is a deviation from the standards of the Snowmass Village Municipal Code (the "Code") that is necessitated by special circumstances or conditions (such as exceptional topography, or the narrowness, shallowness or shape of a particular piece of property), that would create practical difficulties for, or an unusual hardship upon, the owners of the land if the provision of the Code were to be strictly enforced. Any variance shall be the minimum adjustment necessary for the reasonable use of the land or structure.

GENERAL DATA REQUIREMENTS

Date:		
Name of Owner:		
Address:	Phone:	Email:
Name of Applicant (if different than owner):		
Address:	Phone:	Email:
Physical Address of Property:		
Legal Description:		

EXISTING CONDITION INFORMATION

Present Zoning:	
Lot Area (sq.ft.):	Building Setbacks (ft.):
Allowable Floor Area Ratio per Zoning or PUD Plan:	
Square Footage of All Areas Calculated as Floor Area by Code:	
Existing Building Height (if applicable):	
# of Parking Spaces and Bedrooms (if applicable):	

PROPOSAL DATA (Only fill in those that apply)

Proposed Building Setbacks:
Proposed Floor Area:
Proposed Building Height:
Proposed # of Parking Spaces:
Other:

PROVIDE A WRITTEN DESCRIPTION OF YOUR PROPOSED VARIANCE

PROVIDE THE FOLLOWING ADDITIONAL INFORMATION

1. **Owner's Permission.** If the applicant is not the owner of the land, or is a contract purchaser of the land, the applicant shall submit a letter signed by the owner consenting to the submission of the application. If the applicant is not the sole owner of the land, the applicant shall submit a letter signed by the other owners, or an association representing the owners, consenting to or joining in the development application.
2. **Name, Address, Telephone Number and Power of Attorney.** The applicant's name, address and telephone number. If the applicant is to be represented by an agent, a letter signed by the applicant granting power of attorney to the agent shall be submitted, authorizing the agent to represent the applicant and stating the representative's name, address and phone number.
3. **Disclosure of Ownership.** A certificate from a title insurance company or attorney licensed in the State which shall set forth the names of all owners of property included in the application and shall include a list of all mortgages, judgments, liens, contracts, easements or agreements of record that affect the property. At the Town's option, the holders or owners of such mortgages, judgments, liens, contracts, easements or agreements of record may be required to consent to the application before it is acted upon by the Town.
4. **Vicinity Map.** An eight and one-half inch by eleven inch (8 1/2" x 11") vicinity map locating the subject parcel within the Town of Snowmass Village.
5. **Other Maps.** All other maps required for the application shall be prepared at a scale of one inch equals one hundred feet (1" = 100') or larger, on sheets no larger than thirty inches by forty-two inches (30" x 42"), with an unencumbered margin of one and one-half inches (1.5") on the left hand side of the sheet and one-half inch (0.5") around the other three (3) sides of the sheet. Sheets of twenty-four by thirty-six inches (24" x 36") are preferred. If it is necessary to place information on more than one (1) sheet, an index shall be included on the first sheet. Report-size versions of all maps, reduced to a sheet size of no greater than eleven inches by seventeen inches (11" x 17"), shall also be submitted.
6. **Site Plan.** A site plan of the subject property, showing existing improvements and proposed development features that are relevant to the review of the proposed variance application.
7. **Base Fee.** The application shall be accompanied by the applicable base fee from the Building and Planning Department's fee schedule. The applicant shall reimburse the Town for such amounts in excess of the base fee as determined by the Planning Director. The reimbursement to the Town by the applicant shall be due and payable within fifteen (15) days of the date of billing.
8. **Other Information.** The applicant shall submit such other written or graphic information as is necessary to describe and evaluate the proposed variance, such as proposed building elevations.

NO APPLICATION WILL BE PROCESSED UNTIL ALL REQUIRED INFORMATION IS PROVIDED.

REVIEW STANDARDS

An application for a variance shall comply with all of the following standards:

1. **Special Circumstances Exist.** There are special circumstances or conditions, such as exceptional topography, or the narrowness, shallowness, or shape of the property, that are peculiar to the land or building for which the variance is sought, and do not apply generally to land or buildings in the neighborhood.
2. **Not Result of Applicant.** The special circumstances and conditions have not resulted from any act of the applicant.
3. **Strict Application Causes Practical Difficulties.** The special circumstances and conditions are such that the strict application of the provisions of this Development Code would result in practical difficulties to an undue hardship upon the use of the land or building.
4. **Necessary to Relieve Practical Difficulties.** The granting of the variance is necessary to relieve the applicant of the practical difficulties and undue hardship in the use of the land or building and is the minimum variance that could be granted to achieve said relief.
5. **Not Adversely Affect Neighborhood.** The granting of the variance will not change the character or otherwise adversely affect the neighborhood surrounding the land where the variance is proposed, will not have a substantially adverse impact on the enjoyment of land abutting upon or across the street from the property in question, will not impair an adequate supply of light or air to adjacent property, will not increase the danger of fire or otherwise endanger public safety or the public interest, and will not substantially diminish or impair property values within the neighborhood.
6. **Harmony with Development Code.** The granting of the variance will be in harmony with the purposes and intent of this Development Code, including the intent of the underlying zone district. No variance shall be approved that permits the construction or enlargement of any building or decks and related structures for any use prohibited in the underlying zone district.
7. **Consistent with Comprehensive Plan.** The granting of the variance will be consistent with the intent of the Comprehensive Plan.

HOW DOES YOUR APPLICATION COMPLY WITH THE REVIEW STANDARDS?

(For your information: the Planning Director, Planning Commission or Town Council shall not grant a variance from the provisions of the Code unless, based on the evidence presented, the proposal is found to be consistent with all of the review standards of the Snowmass Village Municipal Code.)

1. Special Circumstances:

Please see response in cover letter and attachments

2. Result of Applicant:

3. Practical Difficulties:

4. Relief from Difficulties:

5. Impact on Neighborhood:

6. Harmony with Code:

7. Consistent with Comprehensive Plan:

RULES OF PROCEDURE

The following procedures shall apply to an application for a variance (see attached figure: Variance Application Procedures).

1. **Pre-Application Conference.** Attendance at a pre-application conference is optional prior to submission of a variance application.
2. **Submission of Application.** The applicant shall submit an application to the Planning Department
3. **Staff Review .** Staff review of the application.
4. **Action By Planning Commission.** A complete copy of the application shall be forwarded to the Planning Commission, together with a copy of the staff review. **Public notice** that the Planning Commission will consider the application shall be given by publication, posting and mailing notice. The Planning Commission shall hold a public hearing to consider the application, which shall be conducted pursuant to Section 16A-5-60(b) of the Code. The Planning Commission shall consider all relevant materials and testimony, shall consider the variance standards of the Code, and shall approve, approve with conditions, or deny the application.
5. **Appeal.** A decision by the Planning Commission on a variance application may be appealed, pursuant to Section 16A-5-240(b)(5) and 16A-5-80, Appeals, of the Code. The appeal shall be

referred to the Town Council, which shall consider the matter pursuant to Section 16A-5-80(d) of the Code.

MANNER AND TIMING OF PUBLIC NOTICE

Public notice is required and shall be given by publication of notice in the newspaper, mailing of notice to property owners surrounding the subject property, and posting of notice on the property, as specified below.

1. **Publication of Notice.** Publication of notice shall be accomplished by the staff, who shall place a legal notice in the newspaper of general circulation in the Town 30 days prior to the public hearing date. The legal notice shall state the date, time, location and purpose of the public hearing, and the name of the decision-making body conducting the hearing and shall be published once.
2. **Mailing of Notice.** Mailing of notice shall be accomplished by the applicant. The notice that the applicant shall mail shall be prepared by the Planning Department and provided to the applicant. Notice shall be sent by first class mail to all property owners located within three hundred feet (300') of the subject property 30 days prior to the public hearing date.
 - a. **Source of List.** The applicant shall compile the list of property owners to who notice will be mailed by using the most current list of property owners on file with the Pitkin County Tax Assessor.
 - b. **Contents of Mailed Notice.** The notice that is mailed shall contain the following information:
 - i. **Description of Proposal.** A description of the proposed application, including a reference to the Code section under which the application will be processed and the name of the decision-making body that will conduct the hearing. An exhibit depicting the proposed development shall also be included.
 - ii. **Description of Property.** A description of the subject property.
 - iii. **Vicinity Map.** A vicinity map showing the location of the property within the Town.
 - iv. **Date, Time and Place.** The date, time and place of the public hearing for which notice is being given.
 - v. **Additional Hearings.** The written notice shall also state that additional public hearings may be held before the Planning Commission and/or Town Council at later dates, for which only published notice shall be required, and shall indicate that additional information regarding the proposal is available for inspection at the Town offices during normal business hours.
 - vi. **Contact Person.** The address and telephone number of the Building and Planning Department, and the name of the person to whom written comments should be directed prior to the public hearing.
3. **Posting of Notice.** Posting of notice shall be accomplished by the applicant 15 days prior to the public hearing date. The applicant shall obtain a copy of the sign from the staff or shall use a form provided by the Planning Department. The applicant shall enter onto the sign the date, time, location and purpose of the public hearing, and the name of the decision-making body conducting the hearing. The applicant shall post the sign in a conspicuous location on the subject property. The materials to which the notice form is affixed shall be sturdy and waterproof or shall have waterproof covering. The applicant shall maintain the sign in a legible manner until the closure of the public hearing and shall remove it on the day following the closure of the public hearing.

4. **Validity of Notice.** If the applicant follows the procedures indicated above in good faith, the failure of any particular property owner to receive notice shall not affect the validity of the proceedings which require such notice.
 5. **Proof of Notice.** At or before the actual public hearing, the applicant shall provide the Town with an affidavit certifying that notice was posted. A copy of the list of property owners to whom notice was mailed shall be attached to the affidavit. A photograph of the posted sign shall also be attached to the affidavit.
-

ACTION BY PLANNING COMMISSION

After hearing the evidence and considering the comments of all persons interested in the matter, the Planning Commission shall make its decision and findings and have them entered in its minutes.

1. **Findings.** In its findings, the Commission shall report the facts, whether the application complies with the applicable review standards, and whether the application is approved, approved with conditions, recommended for approval by another body, tabled pending receipt of additional information, or denied.
2. **Copy to Applicant.** A copy of the Commission's decision shall be provided to the applicant within a reasonable period of time after the decision has been made.

P:\forms\PC Variances\Application

August 1, 2025

Jim Wahlstrom, Senior Planner
Dave Shinneman, Community Development Director
Town of Snowmass Village
Snowmass Village, Colorado 81615

RE: Variance application for a portion of a garage to extend outside of the building envelope.

Dear Jim and Dave,

We are in the process of completing a Variance application in order to better utilize a parcel of land at the top of Sinclair Road. The Title policy indicating us as this is attached to the application packet.

I have retained T. Michael Manchester of Manchester Architects, Inc. to be our representative and to act on my behalf in the processing of this application.

Sincerely,

Aaron Alizadeh
Owner

RECEIVED

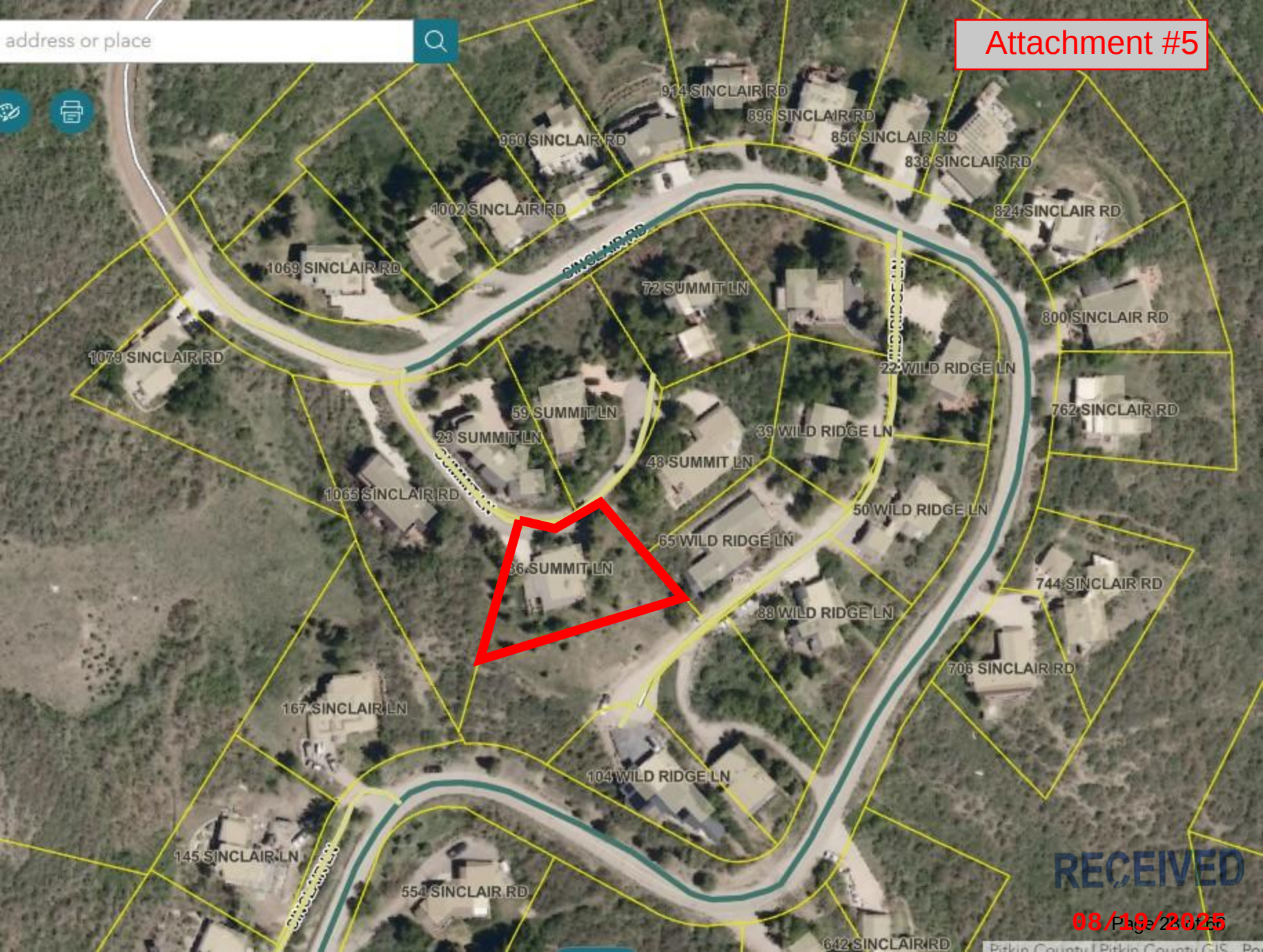
08/19/2025

Attachment #4



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08/19/2025



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08/19/2025

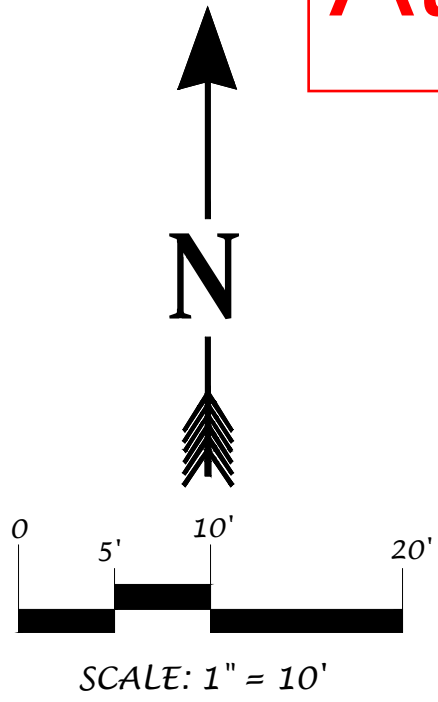
IMPROVEMENT SURVEY PLAT & TOPOGRAPHY

LOT 25 - WILDRIDGE UNIT 2
SECTION 36, TOWNSHIP 9 SOUTH, RANGE 86 WEST OF THE 6TH PM
COUNTY OF PITKIN, STATE OF COLORADO

Attachment #6

LEGEND

- ELECTRICAL TRANSFORMER
- ELECTRICAL METER
- LIGHT POLE
- TELEPHONE PEDESTAL
- CATV PEDESTAL
- WATER VALVE
- WATER CURBSTOP
- FIRE HYDRANT
- GAS METER
- CLEAN-OUT
- IRRIGATION VALVE BOX
- FOUND BOUNDARY CORNER AS DESCRIBED
- CONIFEROUS TREE
- DECIDUOUS TREE
- WOOD FENCE



PROPERTY DESCRIPTION:

LOT 25
WILDRIDGE UNIT TWO
ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 24, 1969 IN PLAT BOOK 4 AT PAGE 15
COUNTY OF PITKIN
STATE OF COLORADO

NOTES:

- BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S74°50'00"W ALONG THE SOUTHERLY BOUNDARY LINE BETWEEN A FOUND 1-1/4" RED PLASTIC CAP LS20133 ON 5/8" REBAR AND A FOUND 5/8" REBAR AS SHOWN HEREON.
- DATE OF FIELD SURVEY: JANUARY 6, 2024. AT THE TIME OF THE FIELD SURVEY THERE WAS 12" OF SNOW.
- LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
- THIS SURVEY IS BASED ON WILDRIDGE UNIT TWO RECORDED OCTOBER 24, 1969 IN PLAT BOOK 4 AT PAGE 15. AN IMPROVEMENT SURVEY PLAT BY MICHAEL P. LAFFERTY, PLS 37972, OF ASPEN SURVEY STAMPED SEPTEMBER 15, 2023 AND MONUMENTS FOUND IN PLACE AS SHOWN HEREON.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE, ANY EXCEPTIONS TO TITLE THAT MAY AFFECT THE SUBJECT PROPERTY HAVE NOT BEEN REVIEWED BY TRUE NORTH COLORADO, LLC.
- THIS PROPERTY IS SUBJECT TO RESERVATIONS, RESTRICTIONS, COVENANTS AND EASEMENTS OF RECORD OR IN PLACE.
- BEARINGS AND DISTANCES SHOWN HEREON ARE BASED ON FIELD MEASUREMENTS. BEARINGS AND DISTANCES SHOWN IN PARENTHESIS ARE OF RECORD SHOWN ON WILDRIDGE UNIT TWO RECORDED OCTOBER 24, 1969 IN PLAT BOOK 4 AT PAGE 15
- BUILDING DIMENSIONS SHOWN HEREON ARE TO THE EXTERIOR FINISHED MATERIALS AND DO NOT REPRESENT THE MEASUREMENTS TO THE FOUNDATION WALLS.
- ELEVATIONS SHOWN HEREON ARE BASED ON GPS OBSERVATIONS UTILIZING THE CONTINUOUS OPERATING REFERENCE STATION (CORS) THROUGH THE MESA COUNTY RTNIN NETWORK BROAD CASTING NORTH AMERICAN VERTICAL DATUM OF 1988 (NAVD88) YIELDING AN ON-SITE BENCHMARK ELEVATION OF 8467.26'.
- CONTOUR INTERVAL EQUALS 1 FOOT.

SURVEYOR'S CERTIFICATION

I, RODNEY P. KISER, HEREBY CERTIFY TO AARON ALIZADEH, THAT THIS IS AN "IMPROVEMENT SURVEY PLAT" AS DEFINED BY C.R.S. 38-51-102(9) AND THAT IT IS A MONUMENTED LAND SURVEY PERFORMED UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE, SHOWING THE LOCATION OF ALL STRUCTURES, VISIBLE UTILITIES, FENCES, HEDGES, OR WALLS SITUATED ON THE DESCRIBED PARCEL AND WITHIN FIVE FEET OF ALL BOUNDARIES OF SUCH PARCEL, ANY CONFLICTING BOUNDARY EVIDENCE OR VISIBLE ENCROACHMENTS, AND ALL PLATTED EASEMENTS. THE INFORMATION SHOWN HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF, HOWEVER IT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

RODNEY P. KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215
TRUE NORTH COLORADO, LLC.



AARON ALIZADEH
IMPROVEMENT SURVEY PLAT & TOPOGRAPHY
36 SUMMIT LANE, SNOWMASS VILLAGE
COUNTY OF PITKIN - STATE OF COLORADO



TRUE NORTH COLORADO
A LAND SURVEYING AND MAPPING COMPANY
P.O. BOX 614 - 386 MAIN STREET UN
NEW CASTLE, COLORADO 81647
(970) 984-0474
www.truenorthcolorado.com

PROJECT NO: 2024-336

DATE: JANUARY 9, 2024

DRAWN

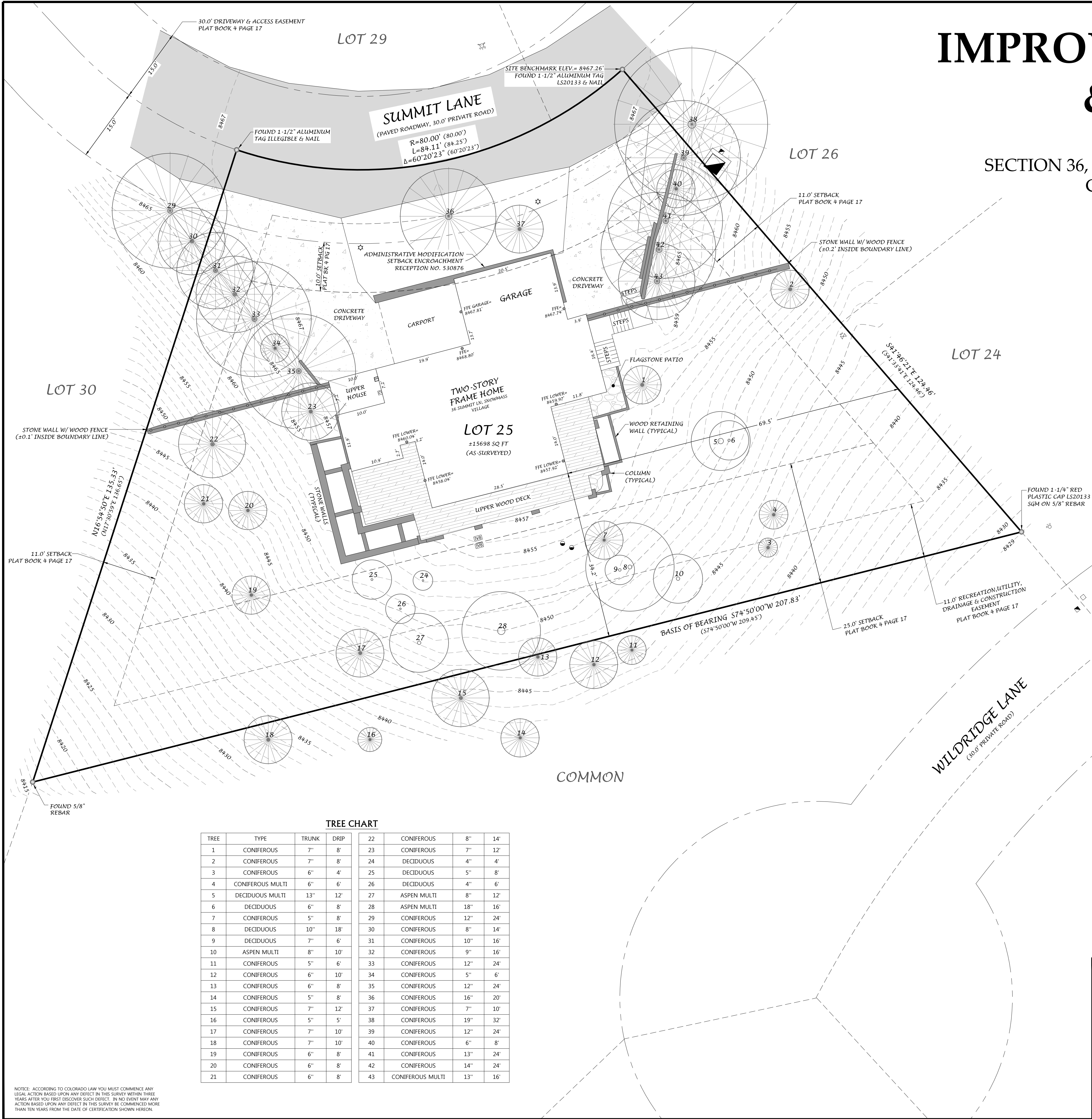
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08/19/2024



TREE CHART

TREE	TYPE	TRUNK	DRIP	22	CONIFEROUS	8"	14'
1	CONIFEROUS	7"	8'	23	CONIFEROUS	7"	12'
2	CONIFEROUS	7"	8'	24	DECIDUOUS	4"	4'
3	CONIFEROUS	6"	4'	25	DECIDUOUS	5"	8'
4	CONIFEROUS MULTI	6"	6'	26	DECIDUOUS	4"	6'
5	DECIDUOUS MULTI	13"	12'	27	ASPEN MULTI	8"	12'
6	DECIDUOUS	6"	8'	28	ASPEN MULTI	18"	16'
7	CONIFEROUS	5"	8'	29	CONIFEROUS	12"	24'
8	DECIDUOUS	10"	18'	30	CONIFEROUS	8"	14'
9	DECIDUOUS	7"	6'	31	CONIFEROUS	10"	16'
10	ASPEN MULTI	8"	10'	32	CONIFEROUS	9"	16'
11	CONIFEROUS	5"	6'	33	CONIFEROUS	12"	24'
12	CONIFEROUS	6"	10'	34	CONIFEROUS	5"	6'
13	CONIFEROUS	6"	8'	35	CONIFEROUS	12"	24'
14	CONIFEROUS	5"	8'	36	CONIFEROUS	16"	20'
15	CONIFEROUS	7"	12'	37	CONIFEROUS	7"	10'
16	CONIFEROUS	5"	5'	38	CONIFEROUS	19"	32'
17	CONIFEROUS	7"	10'	39	CONIFEROUS	12"	24'
18	CONIFEROUS	7"	10'	40	CONIFEROUS	6"	8'
19	CONIFEROUS	6"	8'	41	CONIFEROUS	13"	24'
20	CONIFEROUS	6"	8'	42	CONIFEROUS	14"	24'
21	CONIFEROUS	6"	8'	43	CONIFEROUS MULTI	13"	16'

NOTICE: ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.

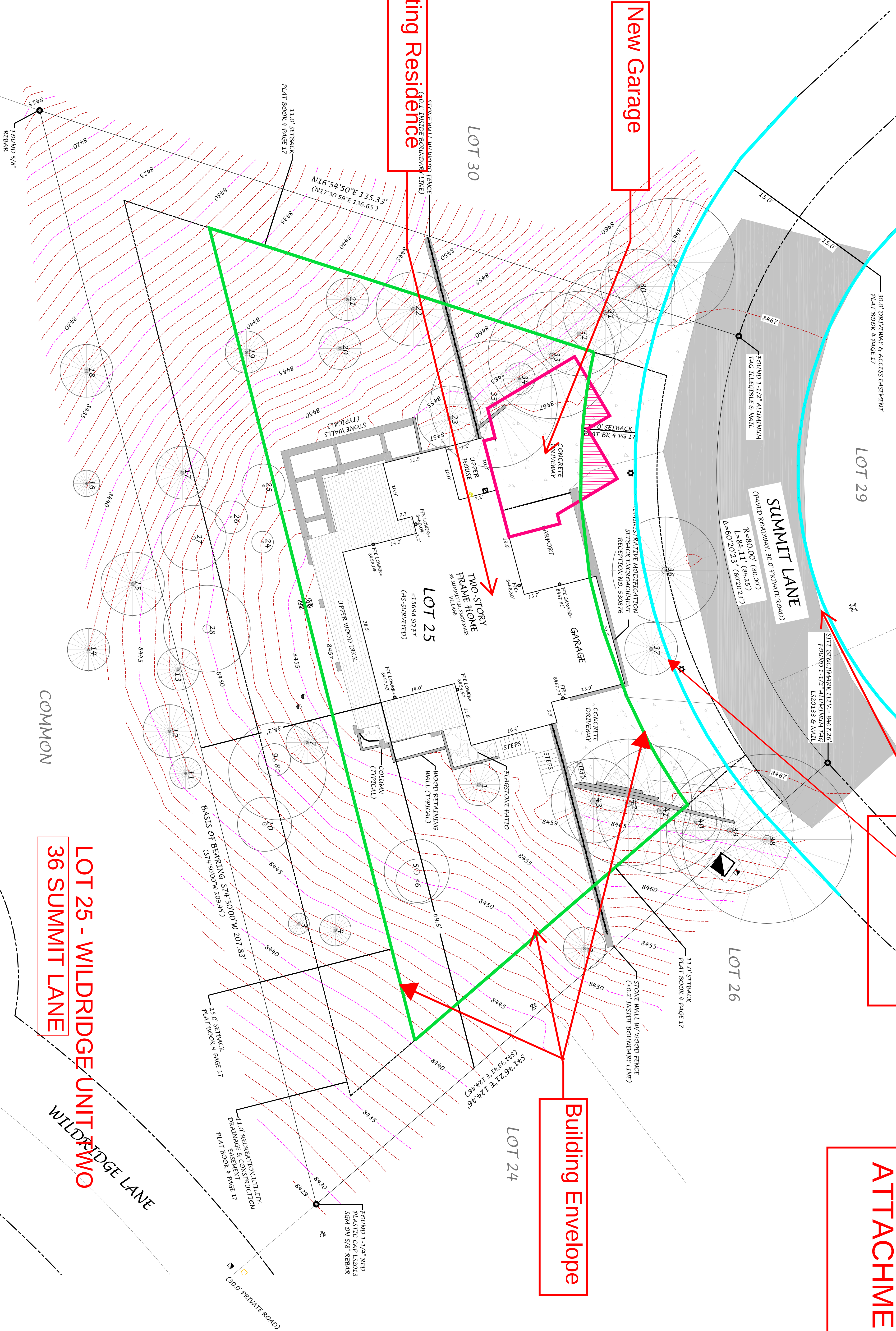
ATTACHMENT #7

Private Road Easement

New Garage

Building Envelope

Existing Residence

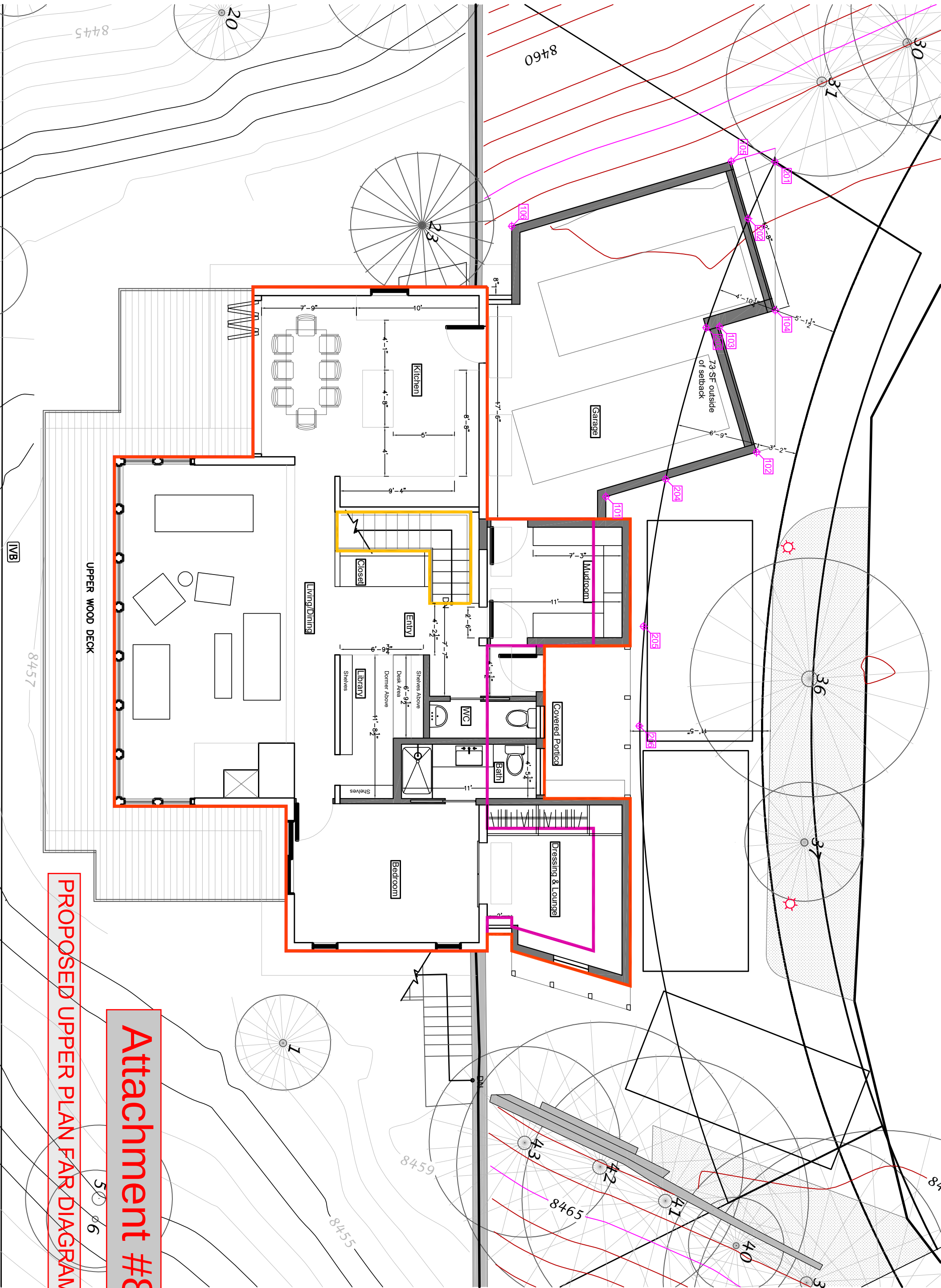


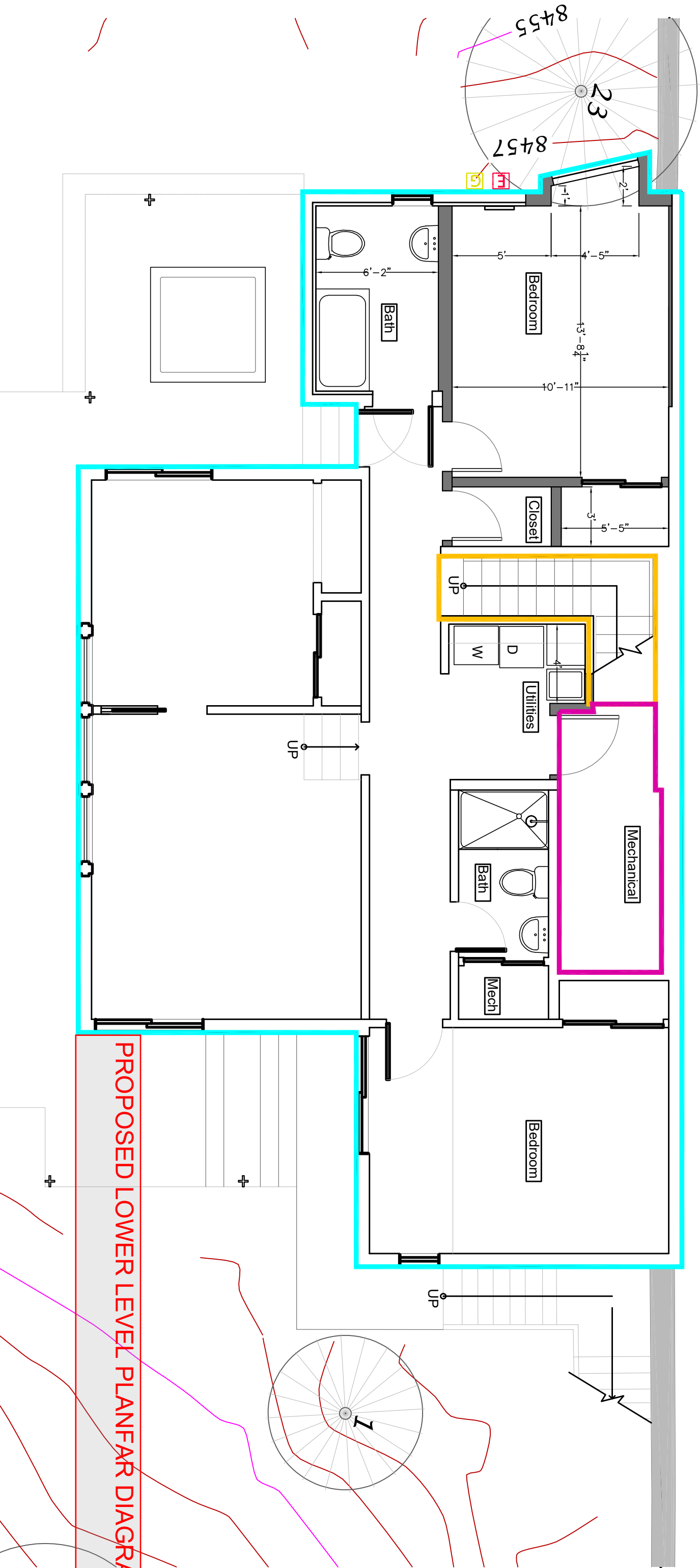
LOT 25 - WILDRIDGE UNIT TWO
36 SUMMIT LANE

COMMON

Attachment #8

PROPOSED UPPER PLAN FAR DIAGRAM



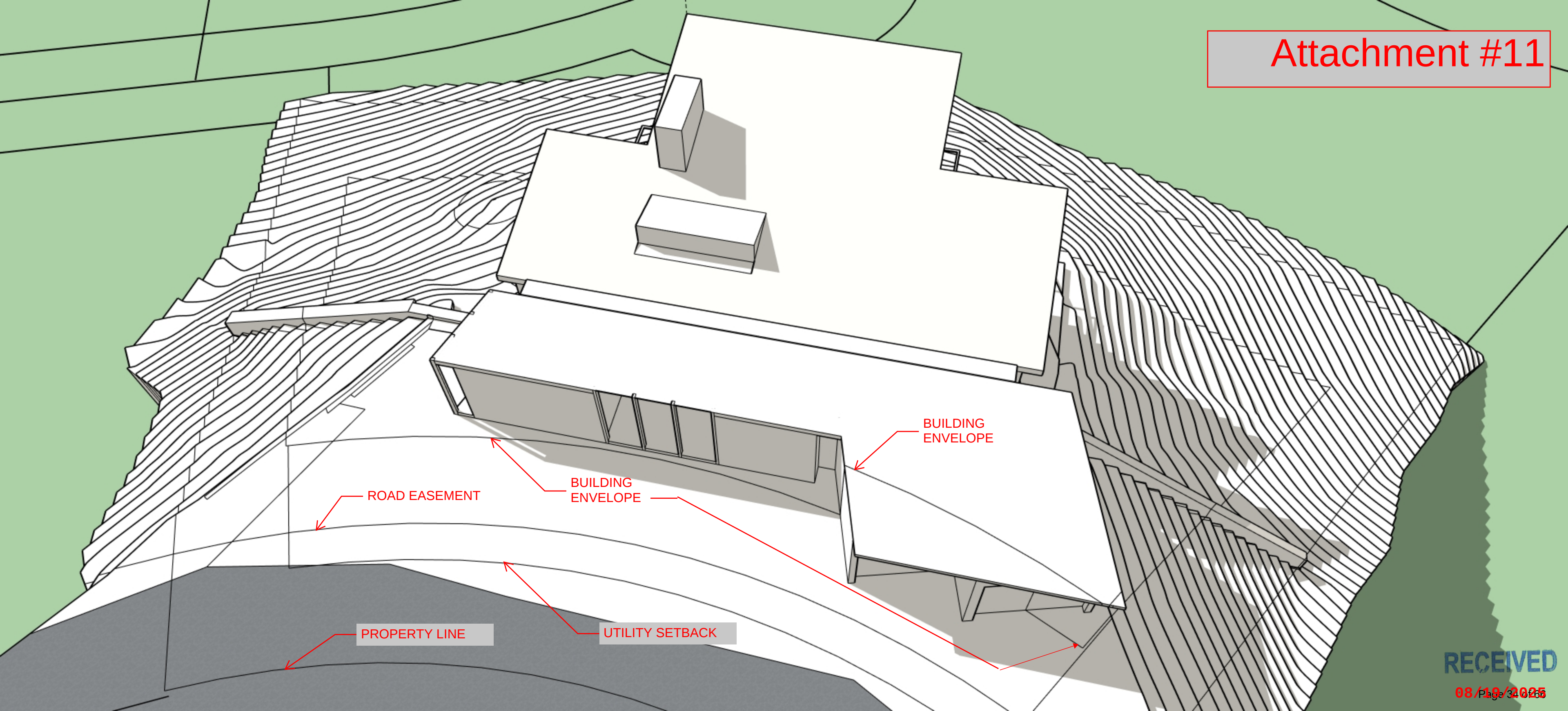


PROPOSED LOWER LEVEL PLAN/FAR DIAGRAM

36 Summit Lane	EXISTING	PROPOSED 20250815		
Upper Level	1257	1505		
Lower level	1095	1255		
Total living	2352	2760		
Garage not exempt	81	0		
Total FAR - proposed	2433	2760		
Base FAR Allowable	2534	2511		
Excise Tax - 10%	253	251		
Possible area	2787	2762		
Remaining to build	354	2		

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08/19/2025





TITLE COMPANY of the rockies

711 E. Valley Rd, Unit 201B
Basalt, CO 81621
Phone: 970-366-4111 Fax: 970-672-1576
www.titlecorockies.com

COMMITMENT TRANSMITTAL

Commitment Ordered By:

Mark Lewis
Aspen Snowmass Sotheby's International Realty
415 E. Hyman Avenue
Aspen, CO 81611
Phone: 970-273-4044 Fax: 970-920-9993
email: mark.lewis@sothebysrealty.com

Inquiries should be directed to:

Kate Staskauskas
Title Company of the Rockies
711 E. Valley Rd, Unit 201B
Basalt, CO 81621
Phone: 970-366-4111 Fax: 970-672-1576
email: KateS@titlecorockies.com

Commitment Number:

7002386-C4

Buyer's Name(s):

Aaron Alizadeh and Diana Alizadeh

Seller's Name(s):

Sherry Cromwell Lacy Revocable Trust dated March 29, 1994

Property:

36 Summit Lane, Snowmass Village, CO 81615
Lot 25, Wildridge Unit Two, Pitkin County, Colorado

COPIES / MAILING LIST

Aaron Alizadeh and Diana Alizadeh

Sherry Cromwell-Lacy, Trustee
Sherry Cromwell Lacy Revocable Trust dated March 29, 1994

Chris Lewis
Aspen Snowmass Sotheby's International Realty
P.O. Box 5000
Snowmass Village, CO 81615
Phone: 970-923-2006 Fax: 970-923-2550
email: chris.lewis@sir.com

Mark Lewis
Aspen Snowmass Sotheby's International Realty
415 E. Hyman Avenue
Aspen, CO 81611
Phone: 970-273-4044 Fax: 970-920-9993
email: mark.lewis@sothebysrealty.com

JPMorgan Chase Bank, N.A., Its Successors and/or Assigns
3415 Vision Drive
Columbus, OH 43219

Richard Faust
JPMorgan Chase Bank
Phone: 858-922-3092
email: richard.faust@chase.com

COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.

Service Beyond Expectation in Colorado for: Eagle, Garfield, Grand, Pitkin and Summit Counties. (Limited Coverage: Jackson, Lake, Park and Routt Counties)
Locations In: Avon/Beaver Creek, Basalt, Breckenridge, Grand Lake and Winter Park. (Closing Services available in Aspen and Glenwood Springs).



TITLE COMPANY
of the rockies

711 E. Valley Rd, Unit 201B
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Phone: 970-366-4111 Fax: 970-672-1576
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415 E. Hyman Avenue
Aspen, CO 81611
Phone: 970-273-4044 Fax: 970-920-9993
email: mark.lewis@sothebysrealty.com

Inquiries should be directed to:

Kate Staskauskas
Title Company of the Rockies
711 E. Valley Rd, Unit 201B
Basalt, CO 81621
Phone: 970-366-4111 Fax: 970-672-1576
email: KateS@titlecorockies.com

Commitment Number:

7002386-C4

Buyer's Name(s):

Aaron Alizadeh and Diana Alizadeh

Seller's Name(s):

Sherry Cromwell Lacy Revocable Trust dated March 29, 1994

Property:

36 Summit Lane, Snowmass Village, CO 81615
Lot 25, Wildridge Unit Two, Pitkin County, Colorado

TITLE CHARGES

These charges are based on issuance of the policy or policies described in the attached Commitment for Title Insurance, and includes premiums for the proposed coverage amount(s) and endorsement(s) referred to therein, and may also include additional work and/or third party charges related thereto.

If applicable, the designation of "Buyer" and "Seller" shown below may be based on traditional settlement practices in Pitkin County, Colorado, and/or certain terms of any contract, or other information provided with the Application for Title Insurance.

Owner's Policy Premium:	\$6,430.00
Loan Policy Premium:	\$1,950.00
Additional Lender Charge(s):	
Additional Other Charge(s):	
Tax Certificate:	\$25.00
Total Endorsement Charge(s):	\$95.00
TBD Charge(s):	
TOTAL CHARGES:	\$8,500.00

COMMITMENT FOR TITLE INSURANCE

Issued by



TITLE COMPANY
of the rockies

as agent for

Chicago Title Insurance Company

SCHEDULE A

Reference:

Commitment Number: 7002386-C4

1. Effective Date: **September 22, 2023, 7:00 am** Issue Date: **September 27, 2023**

2. Policy (or Policies) to be issued:

a) ALTA® 2021 Owner's Policy	Policy Amount:	\$3,400,000.00
	Premium:	\$6,525.00
Proposed Insured:	Aaron Alizadeh and Diana Alizadeh	
b) ALTA® 2021 Loan Policy	Policy Amount:	\$2,550,000.00
	Premium:	\$1,975.00
Proposed Insured:	JPMorgan Chase Bank, N.A., Its Successors and/or Assigns	

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

4. The Title is, at the Commitment Date, vested in:
Sherry Cromwell Lacy Revocable Trust dated March 29, 1994

5. The Land is described as follows:

FOR LEGAL DESCRIPTION SEE SCHEDULE A CONTINUED ON NEXT PAGE

For Informational Purposes Only - APN: **264536102023 / R001501**

Countersigned

Title Company of the Rockies, LLC

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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*Commitment for Title Insurance (8-1-2016)
Technical Correction 4-2-2018
Schedule B - Part II*

Page 1

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08/19/2025

By: 

Staci Stamps

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08/19/2025

Page 3 of 66

SCHEDULE A (continued)

LEGAL DESCRIPTION

The Land referred to herein is located in the County of Pitkin, State of Colorado, and described as follows:

Lot 25,
WILDRIDGE UNIT TWO,
according to the Plat thereof recorded October 24, 1969 in Plat [Book 4 at Page 15](#) as [Reception No. 137669](#).

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

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AMERICAN
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Commitment No: 7002386-C4

COMMITMENT FOR TITLE INSURANCE

Issued by

*Chicago Title Insurance Company***SCHEDULE B, PART I
Requirements**

The following are the requirements to be compiled with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
5. Evidence satisfactory to the Company or its duly authorized agent either (a) that the "real estate transfer tax" imposed by Ordinance No. 5, (Series of 1986), of the Town of Snowmass Village, Colorado, recorded July 30, 1986, in [Book 515 at Page 515](#) as [Reception No. 280009](#), has been paid, and that the lien imposed by Section 11 thereof has been fully satisfied, or (b) that a Certificate of Exemption has been issued pursuant to Section 6 thereof.
6. Evidence satisfactory to the Company or its duly authorized agent that all dues and/or assessments levied by the Homeowners Association have been paid through the date of closing.

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Commitment No: 7002386-C4

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

7. Statement of Authority for Sherry Cromwell Lacy Revocable Trust dated March 29, 1994, a ____ trust, evidencing the existence of said trust and the authority of one or more trustees to act on behalf of said trust and otherwise complying with C.R.S. 38-30-108.5, et. seq.

NOTE: Review Trust Agreement for authority of party(ies) to act on behalf of said trust and complete the transaction contemplated herein.

8. Deed from Sherry Cromwell Lacy Revocable Trust dated March 29, 1994 to Aaron Alizadeh and Diana Alizadeh.

NOTE: Duly executed real property transfer declaration, executed by either the Grantor or Grantee, to accompany the Deed mentioned above, pursuant to Article 14 of House Bill No. 1288-CRA 39-14-102.

9. Deed of Trust from Aaron Alizadeh and Diana Alizadeh to the Public Trustee of Pitkin County for the use of JPMorgan Chase Bank, N.A., Its Successors and/or Assigns, to secure \$2,550,000.00.

The Owner's Policy, when issued, will not contain Exceptions No. 1, 2, 3 and 4, provided that:

(A) The enclosed form of indemnity agreement or final affidavit and agreement is properly executed and acknowledged by the party(ies) indicated and returned to the Company or its duly authorized agent,

(B) ~~The Company or its duly authorized agent receives and approves a Land Survey Plat, Improvement Survey Plat or ALTA survey properly certified by a registered surveyor or engineer, and~~

(C) Applicable scheduled charges in the amount of \$95.00 are paid to the Company or its duly authorized agent.

The Mortgage Policy, when issued, will not contain Exceptions No. 1, 2, 3 and 4, and will contain Endorsement ALTA 9, provided that:

(A) The enclosed form of indemnity agreement or final affidavit and agreement is properly executed and acknowledged by the party(ies) indicated and returned to the Company or its duly authorized agent, and

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Commitment No: 7002386-C4

(B) Applicable scheduled charges in the amount of \$0.00 are paid to the Company or its duly authorized agent.

The Mortgage Policy, when issued, will contain the following Endorsement Form(s), provided that applicable scheduled charges in the amount(s) following each endorsement are paid to the Company or its duly authorized agent.

ALTA 5.1	\$0.00
ALTA 8.1	\$0.00

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

Special Warranty Deed recorded September 9, 1998 as [Reception No. 421720](#)

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

NOTE: EXCEPTION NO. 5 UNDER SCHEDULE B, SECTION 2 OF THIS COMMITMENT WILL NOT APPEAR IN THE POLICY OR POLICIES TO BE ISSUED PURSUANT HERETO, PROVIDED THAT (A) THE DOCUMENTS CONTEMPLATED BY THE REQUIREMENTS SET FORTH IN SCHEDULE B, SECTION 1 OF THIS COMMITMENT ARE SUBMITTED TO AND APPROVED AND RECORDED BY THE COMPANY OR ITS DULY AUTHORIZED AGENT, AND (B) AN EXAMINATION OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER FOR PITKIN COUNTY, COLORADO BY THE COMPANY OR ITS DULY AUTHORIZED AGENT DISCLOSES THAT NO DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS HAVE BEEN RECORDED IN SUCH RECORDS SUBSEQUENT TO THE EFFECTIVE DATE HEREOF.

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08/19/2025

Commitment No: 7002386-C4**SCHEDULE B, PART II**
Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, right, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
2. Easements or claims of easements, 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.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. All rights to any and all minerals, ore and metals of any kind and character, and all coal, asphaltum, oil, gas and other like substances in or under said land, the rights of ingress and egress for the purpose of mining, together with enough of the surface of the same as may be necessary for the proper and convenient working of such minerals and substances, as reserved in Patent from the State of Colorado, recorded February 9, 1942, in [Book 167 at Page 427](#).

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8. All oil, gas and other minerals of any nature in, on or under said real property as reserved to Snowmass American Corporation, its successors and assigns, in Deed recorded April 8, 1970 as [Reception No. 140051](#), provided they shall have no right to enter upon the surface of said property for the purpose of removing oil, gas or other minerals.
9. Master Declaration of Protective Covenants for Snowmass at Aspen Residential Areas recorded December 30, 1966, in [Book 225 at Page 6](#), and First Amendment recorded May 26, 1967, in [Book 227 at Page 124](#), and Second Amendment recorded June 19, 1970, in [Book 249 at Page 58](#) and Supplemental Declaration for Wildridge Unit Two recorded October 24, 1969 in [Book 244 at Page 113](#) and Declaration for Lot 25, Wildridge Unit Two recorded October 20, 1971 in [Book 258 at Page 719](#), and First Amendment thereto recorded August 18, 1977 in [Book 333 at Page 828](#).
10. Easements, rights of way and all other matters as shown on the Plat of Wildridge Unit Two recorded October 24, 1969 in Plat [Book 4 at Page 15](#) as [Reception No. 137669](#).
11. Easements, rights of way and all other matters as shown on the Wildridge Unit Two Setback Map recorded October 24, 1969 in Plat [Book 4 at Page 17](#).
12. Easements, rights of way and all other matters as shown on the Survey for Lot 25 recorded September 14, 1998 as [Reception No. 421880](#).
13. Terms, conditions, provisions and obligations contained in the Notice of Decision for Lot 25, recorded November 9, 2006 as [Reception No. 530876](#).
14. Notes, easements, rights of ways, encroachments and all other matters as shown on the Improvement Survey Plat by Aspen Survey, dated 09/2023 at File No. 230989.

NOTE: Effective May 24th, 2023, the Company and its policy issuing agents are required by Federal law to collect additional information about certain transactions in specified geographic areas in accordance with the Bank Secrecy Act. If this transaction is required to be reported under a Geographic Targeting Order issued by FinCEN, the Company or its policy issuing agent must be supplied with a completed ALTA Information Collection Form("ICF") prior to closing the transaction contemplated herein. This affects the following counties, Adams, Arapahoe, Clear Creek, Denver, Douglas, Eagle, Elbert, El Paso, Fremont, Jefferson, Mesa, Pitkin, Pueblo, and Summit.

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08/19/2025

DISCLOSURE STATEMENTS

Note 1: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII, requires that "Every Title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the Title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." (Gap Protection)

Note 2: Exception No. 4 of Schedule B, Section 2 of this Commitment may be deleted from the Owner's Policy to be issued hereunder upon compliance with the following conditions:

1. The Land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
2. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the Land described in Schedule A of this Commitment within the past 13 months.
3. The Company must receive an appropriate affidavit indemnifying the Company against unfilled mechanic's and materialmen's liens.
4. Any deviation from conditions A through C above is subject to such additional requirements or Information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.
5. Payment of the premium for said coverage.

Note 3: The following disclosures are hereby made pursuant to §10-11-122, C.R.S.:

- (i) The subject real property may be located in a special taxing district;
- (ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
- (iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note 4: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding).

Note 5: Pursuant to C.R.S. §10-11-123 Notice is hereby given:

- (a) If there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate then there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property, and
- (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note 6: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch the clerk and recorder may refuse to record or file any document that does not conform.

Note 7: Our Privacy Policy:

We will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

Note 8: Records:

Regulation 3-5-1 Section 7 (N) provides that each title entity shall maintain adequate documentation and

records sufficient to show compliance with this regulation and Title 10 of the Colorado Revised Statutes for a period of not less than seven (7) years, except as otherwise permitted by law.

Note 9: Pursuant Regulation 3-5-1 Section 9 (F) notice is hereby given that “A title entity shall not earn interest on fiduciary funds unless disclosure is made to all necessary parties to a transaction that interest is or has been earned. Said disclosure must offer the opportunity to receive payment of any interest earned on such funds beyond any administrative fees as may be on file with the division. Said disclosure must be clear and conspicuous, and may be made at any time up to and including closing.”

Be advised that the closing agent will or could charge an Administrative Fee for processing such an additional services request and any resulting payee will also be subjected to a W-9 or other required tax documentation for such purpose(s).

Be further advised that, for many transactions, the imposed Administrative Fee associated with such an additional service may exceed any such interest earned.

Therefore, you may have the right to some of the interest earned over and above the Administrative Fee, if applicable (e.g., any money over any administrative fees involved in figuring the amounts earned).

Note 10: Pursuant to Regulation 3-5-1 Section 9 (G) notice is hereby given that “Until a title entity receives written instructions pertaining to the holding of fiduciary funds, in a form agreeable to the title entity, it shall comply with the following:

1. The title entity shall deposit funds into an escrow, trust, or other fiduciary account and hold them in a fiduciary capacity.
2. The title entity shall use any funds designated as “earnest money” for the consummation of the transaction as evidenced by the contract to buy and sell real estate applicable to said transaction, except as otherwise provided in this section. If the transaction does not close, the title entity shall:
 - (a) Release the earnest money funds as directed by written instructions signed by both the buyer and seller; or
 - (b) If acceptable written instructions are not received, uncontested funds shall be held by the title entity for 180 days from the scheduled date of closing, after which the title entity shall return said funds to the payor.
3. In the event of any controversy regarding the funds held by the title entity (notwithstanding any termination of the contract), the title entity shall not be required to take any action unless and until such controversy is resolved. At its option and discretion, the title entity may:
 - (a) Await any proceeding; or
 - (b) Interplead all parties and deposit such funds into a court of competent jurisdiction, and recover court costs and reasonable attorney and legal fees; or
 - (c) Deliver written notice to the buyer and seller that unless the title entity receives a copy of a summons and complaint or claim (between buyer and seller), containing the case number of the lawsuit or lawsuits, within 120 days of the title entity's written notice delivered to the parties, title entity shall return the funds to the depositing party. ”

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Title Company of the Rockies, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfilled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers"
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:

- o The subject property may be located in a special taxing district.
- o A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
- o Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.

· Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

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

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

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

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

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

CHICAGO TITLE INSURANCE COMPANY

By:


Michael J. Nolan
President

ATTEST:


Marjorie Nemzura
Secretary

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COMMITMENT CONDITIONS

1. DEFINITIONS

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

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;

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CHICAGO TITLE INSURANCE COMPANY

- e. Schedule B, Part I—Requirements; and
- f. Schedule B, Part II—Exceptions; and
- g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

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

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

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

72C170B

ALTA Commitment for Title Insurance (7-1-21)

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- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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

Anti-Fraud Statement

NOTE: 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 to and made a part of this policy.

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08/19/2025

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**Pitkin County Mailing List of 300 Feet Radius
From Parcel: 264536102023 on 07/15/2025**



Instructions:

This document contains a Mailing List formatted to be printed on Avery 5160 Labels. If printing, DO NOT "fit to page" or "shrink oversized pages." This will manipulate the margins such that they no longer line up on the labels sheet. Print actual size.

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<http://www.pitkinmapsandmore.com>

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48SUMMIT LLC
431 TWIN LAKES RD
SHOHOLA, PA 18458

50 WILD RIDGE LANE LLC
3225 PRYTANIA ST
NEW ORLEANS, LA 70115

ATITLAN INVESTS LLC
PO BOX 6398
SNOWMASS VILLAGE, CO 81615

BRODSKY JULIE ZACHA LIV TRUST
PO BOX 5152
SNOWMASS VILLAGE, CO 81615

BRODSKY RANDALL E LIV TRUST
25010 MONTANE DR W
GOLDEN, CO 80401

CAMP CLEMENTS LLC
1232 W PIERCE ST
HOUSTON, TX 77019

CLARK TIMOTHY W
PO BOX 6133
SNOWMASS VILLAGE, CO 81615

COLLAZO JOSIANE J
PO BOX 6519
SNOWMASS VILLAGE, CO 816156519

COLORADO PROPERTY REV TRUST
3429 MONTE VISTA DR
AUSTIN, TX 78731

ELIA LEFANO & DENISE
620 INTRACOASTAL DR #702
FORT LAUDERDALE, FL 333043685

FRIEDMAN GREGORY A REV TRUST
POB U3
ASPEN, CO 81612

FRIEDMAN JUDITH A REV TRUST
POB U3
ASPEN, CO 81612

HANSEN GARRETT & JULIE S
175 BIGHORN LN
REDSTONE, CO 81623

HELM ERIC P & CYNTHIA P
PO BOX 17121
SNOWMASS VILLAGE, CO 81615

MICHULKA GEORGE & NONI
1200 MAIN ST #1406
DALLAS, TX 752024304

PSAKI JAMES
PO BOX 6519
SNOWMASS VILLAGE, CO 81615

PSH FAMILY TRUST
5414 YOLANDA LN
DALLAS, TX 75229

ROMERO FAMILY INTEREST LLC
1340 MOUNTAIN VIEW DR
ASPEN, CO 81611

SHAPIRO DONALD P REV TRUST
570 OCEAN DR #301
JUNO BEACH, FL 33408

SIEGEL LORRAINE & JEFFREY P
PO BOX 6149
SNOWMASS VILLAGE, CO 816156149

SNOWMASS WATER & SANITATION DIST
PO BOX 5700
SNOWMASS VILLAGE, CO 81615

SONDERS LINDA HELEN FAM IRREV TRUST
4765 WHISPERING PINE WY
NAPLES, FL 34103

TADDUNE PAUL J & CONSTANCE E
PO BOX 9978
ASPEN, CO 81612

UMBARGER FAMILY REV TRUST
133 PROSPECTOR RD #4102G
ASPEN, CO 81611

WEISS ROBERT & WENDY
1250 LINDEN AVE
HIGHLAND PARK, IL 60035

WILDRIDGE INTL LTD
PO BOX 6028
SNOWMASS VILLAGE, CO 81615

WILDRIDGE PARTNERS LLC
1960F KOLO RD
KILAUEA, HI 96754-5512

WILDRIGE UNIT ONE HOA
COMMON AREA
OAK RIDGE LN
SNOWMASS VILLAGE, CO 81615

WILLIS DAVID & FAYE
13812 WATERFALL WY
DALLAS, TX 75240

ZANIER VINIO
PO BOX 3214
ASPEN, CO 81612

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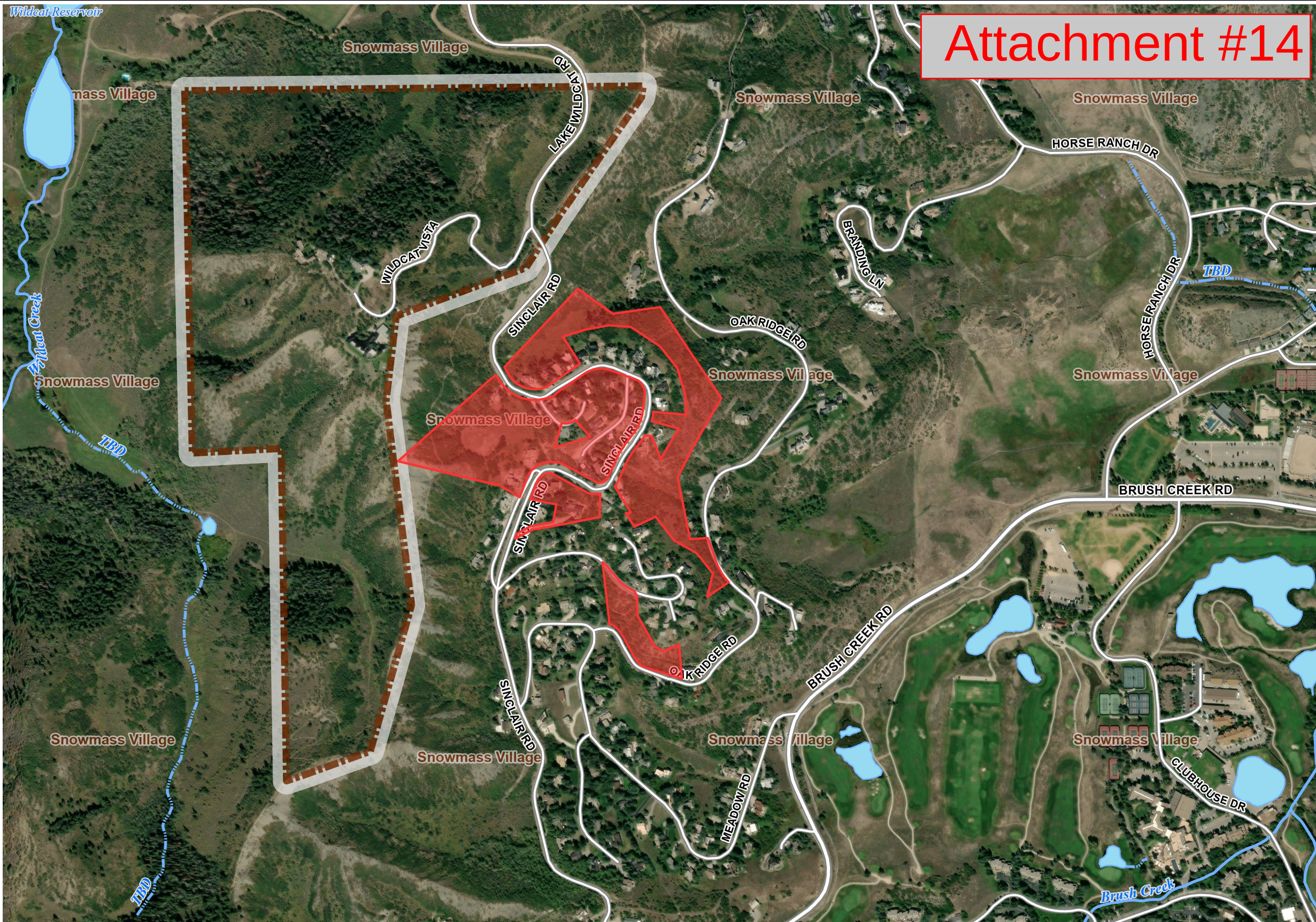
Attachment #14



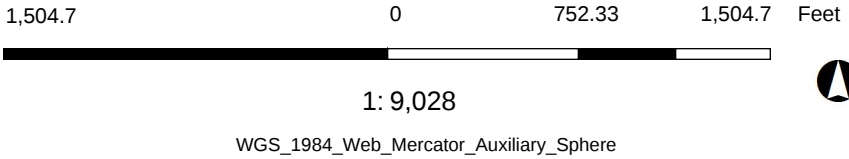
Pitkin Maps & More

Legend

- Road
 - State Highway
 - Primary Road
 - Secondary Road
 - Service Road
- Rivers and Creeks
 - Continuous
 - Intermittent
- River, Lake or Pond
- County Line
- Town Boundary
- Federal Land Boundary
 - BLM
 - State of Colorado
 - USFS

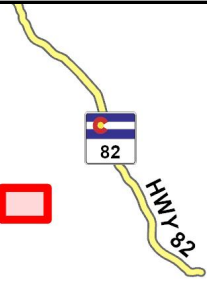


Notes



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Map Created on 10:07 AM 07/15/25 at <http://www.pitkinmapsandmore.com>



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Development Application Fee Agreement

(EFFECTIVE: March 27, 2018)

The Town of Snowmass Village has established a fee structure for the processing of land use applications, zoning plan reviews, subdivision plats, temporary use permits, appeals and registrations, sign permits and other planning review processes. A comprehensive list of reviews and their associated fees are described in the **Base Rate Fee Schedule** attached hereto. A Base Rate Fee is collected based on the type of application submitted. Referral fees for other Town departments, agencies and Town consultants reviewing the application will also be collected. **Applications will not be accepted for processing without the payment of the required Base Rate Fee.**

The fees vary depending upon the land use application type and the complexity of the case. The determination whether an application is major or minor for purposes of establishing the Base Rate Fee shall be at the sole discretion of the Planning Director based upon the estimated number of hours required to process the application. The Base Rate Fee for applications which fall into more than one category shall be cumulative unless found that it may be excessive in relation to the estimated number of hours required to process the consolidated application. The consolidated Base Rate Fee may then be adjusted at the sole discretion of the Planning Director.

The accrual of staff time commences at the time an application is submitted to the Department. **The Base Rate Fee is not refundable.** Actual staff and consultant review time spent on the application will be charged immediately for reviewing the application, assisting the applicant, and addressing public inquiries. When the hours exceed the Base Rate Fee amount, the applicant will be invoiced for additional hours spent on the case by the Planning Staff. A brief description of the charge and review time incurred will be provided on the monthly invoice. The applicant will be billed monthly in arrears for actual review time incurred. Current billings must be paid within 30 days or processing of the application will be suspended.

An applicant may accrue and be billed for additional administrative or review time following the final land use approval, including zoning plan compliance review, up to issuance of a Certificate of Completion or a Certificate of Occupancy or until the terms and conditions of the approval have been satisfied, whichever occurs later. If an applicant has previously failed to pay application fees as required, no new or additional applications will be accepted for processing until the outstanding fees are paid.

No new land use applications will be accepted, building permit(s) issued or documents recorded with the Pitkin County Clerk and Recorder until all costs associated with the processing of the land use application to date have been paid.

As the Applicant or Authorized Representative, I understand that I am responsible for paying all fees associated with this development review application and shall be the person designated to receive all billings under this Agreement.

READ, ACCEPTED AND AGREED TO:

Print Name:

T. Michael Manchester

Signature of Applicant or Authorized Representative

Date: 8/20/25

Email: tmanchester@manchesterarchitects.com

Phone: 970-923-2411

Applicant billing address:

P.O. Box 6515 S.V. 81615

Application(s): VARIANCE

BASE RATE FEE: \$ 1200.00

RECEIPT NO.

The Applicant is responsible for notifying the Town Planning Department by U.S. Mail for any change in billing person or billing address:

Snowmass Village Planning Department

P.O. Box 5010, Snowmass Village, CO 81615

(EFFECTIVE: March 27, 2018)

BASE FEE (1) + hourly. rates as needed

CDD Staff Hourly Rate.....	\$	180.00
Town Attorney Hourly Rate	\$	275.00
Town Engineer	\$	As invoiced

1. **Base Rate Fees do not include recording costs, mailing, transportation for site visits, courier and copying expenses, or outside consultants and contract services. These costs will be billed to the applicant at Town cost.**
2. **The determination of major or minor status shall be at the discretion of the Community Development Director based on LUC thresholds and estimated number of hours to process.**

36 SUMMIT LANE SNOWMASS VILLAGE, CO 81615

Town of Snowmass Village Agenda Item Summary

Date of Meeting:

August 5, 2026

Agenda Item:

Sketch Plan Application, Ritz Carlton Snowmass - Site Visit

Presented by:

Michelle Bonfils Thibeault, AICP, Community Development Director

Staff Memo:

On March 16, 2026, Town Council and the Planning Commission viewed and commented on the Pre-Sketch Application presentation by Elevate Snowmass, LLC (Applicant) to redevelop the existing Viewline Resort (consisting of the Viewline Hotel, Snowmass Conference Center, and Wildwood Lodge) with a proposed 167 traditional lodge keys, 61 fractional units, conference center with meeting rooms, 125 on-site workforce housing units, and subgrade parking and centralized deliveries facilities.

The application advanced to Sketch Plan with a joint presentation to Town Council and the Planning Commission July 20, 2026.

The application is available here: [Ritz Carlton \(Viewline\) Sketch Plan PUD](#)

PROCESS:

In accordance with Section 16A-5-320 of the Land Use Code, the Sketch Plan review is an opportunity for the Town and the applicant to engage in an exploratory discussion of a development proposal considering (1) generally appropriate use at a specific location; (2) consistency with the Comprehensive Plan; (3) generally appropriate architectural mass, scale and density and related common or dedicated open space; (4) consideration of natural resources on the site; (5) access and circulation; (6) parking; (7) proposed timetable for the development; and (8) consideration of the proposed concepts relative to promoting public health, safety and welfare.

As the subject application is complex and multifaceted, Staff and the Applicant have agreed to presenting the application in segments to the Planning Commission to allow for focused review and discussion of the conceptual aspects of the application. The proposed review schedule is:

August 5, 2026 Site Visit

August 19, 2026 Discussion and review of lodge component

September 2, 2026 Discussion and review of housing component

September 16, 2026 Discussion and review of conference space and commercial component

October 7, 2026 Conclusive review and consideration of Resolution

This is an estimated review schedule, which may be modified as directed by the Planning Commission.

FINANCIAL IMPACT:

The Sketch Plan does not obligate the Town to approve future development(s) and therefore, there are no financial impacts associated with the land use process. Financial obligations of the development will be analyzed and reviewed during the formal PUD review process.

APPLICABILITY TO COMMUNITY GOALS & OBJECTIVES:

2018 Comprehensive Plan – applicable Guiding Principles

- **Vibrant:** Make the Snowmass Village economy sustainable and resilient, while providing opportunities for a variety of new and innovative businesses and endeavors, and continue to support existing and locally-owned businesses. Together, investments in economic development should provide a variety of shopping, dining, cultural, recreational, housing, lodging and working opportunities for residents and visitors alike.
- **Genuine:** Retain the natural, pristine and unique small village character while creating places that are interesting, welcoming, well-designed, useful and likely to provide long-standing value to the community and visitors

2018 Comprehensive Plan – applicable Strategic Initiatives

- Promote environmental and economic sustainability and resiliency.
- Focus new development and/or redevelopment within the identified CPAs.
- Encourage the update and renovation of older buildings in the Village
- Continue to support a viable workforce and our commitment to workforce housing by exploring opportunities that best balance the character and resources of the Town
- Strengthen local economic opportunities to assure vibrancy

The plan for the West Village CPA, is included in the 2018 Comprehensive Plan available here: [Comprehensive Plan | Snowmass Village, CO - Official Website](#)

STAFF RECOMMENDATION:

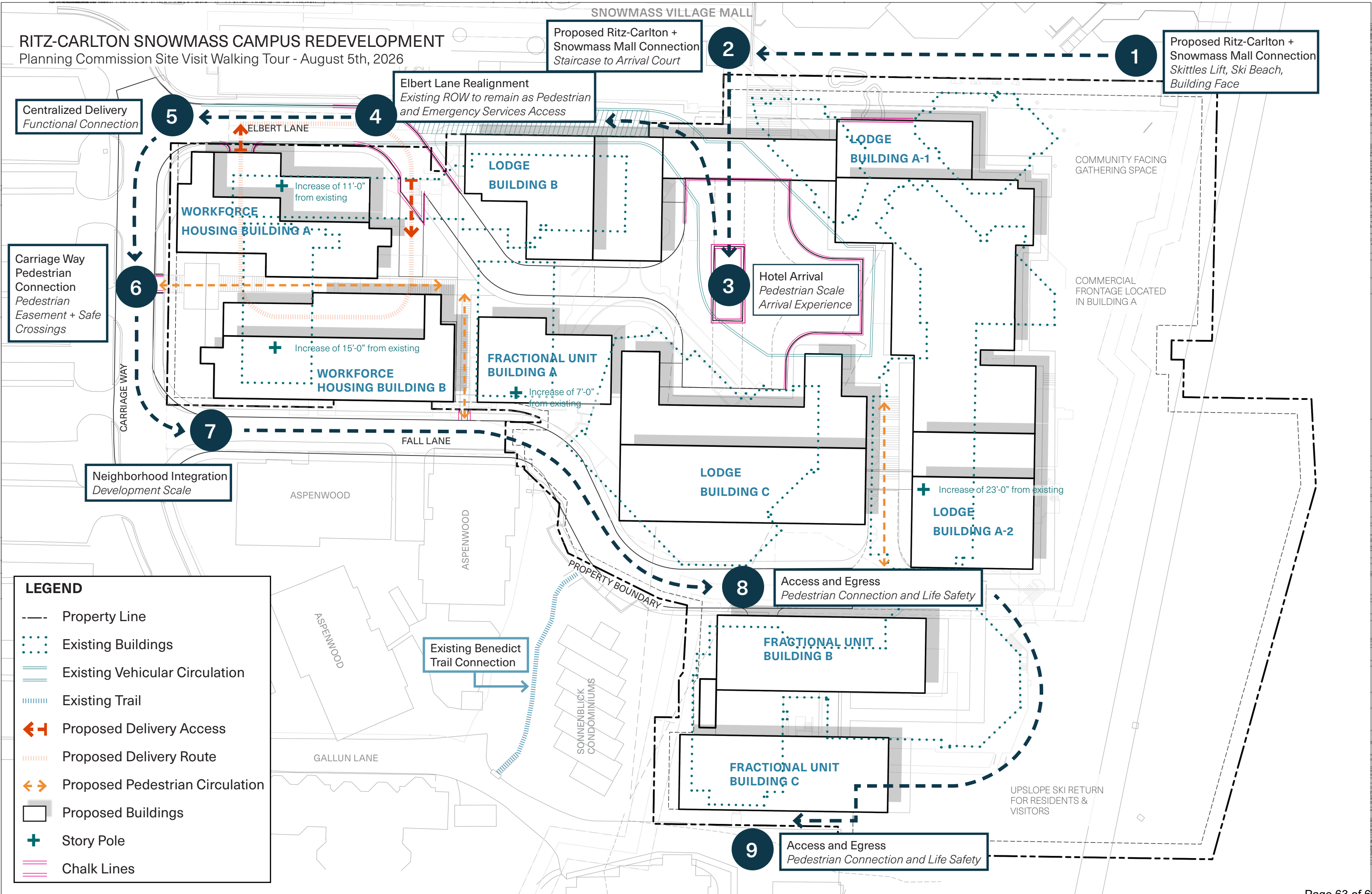
Staff recommends the Planning Commission hear a presentation by Staff, the applicant, hear public comment, hold discussion and continue the public hearing to further review the application.

Recommended Motion: *"I motion to continue the public hearing for the Ritz Carlton PUD Sketch Plan application to August 19, 2026."*

Attachments:

1. Maps for Site Visit

RITZ-CARLTON SNOWMASS CAMPUS REDEVELOPMENT
Planning Commission Site Visit Walking Tour - August 5th, 2026



HEIGHT VARIANCE MEANS & METHODS

CONTEXTUAL BREAKDOWN

As the applicant has refined the proposed Planned Unit Development (PUD), it has become evident that the default 38-foot height limitation established by the Town of Snowmass Village Land Use Code for new PUDs cannot reasonably accommodate the breadth of uses envisioned for the West Village. The proposed redevelopment responds directly to the Town’s adopted planning objectives by integrating a full-service lodge, commercial and food-and-beverage uses, conference and resort amenities, workforce housing, and associated public spaces within a compact, walkable campus.

Achieving these community objectives while preserving open space, pedestrian connectivity, and the site’s mountainous character requires a contextual approach to building height. Rather than distributing the program across a larger building footprint, the proposal strategically concentrates development where existing entitlements and site conditions support additional height. This approach reduces overall site coverage, preserves view corridors, and allows the architecture to step naturally with the topography.

Accordingly, the applicant proposes three height districts that build upon existing development rights, the established viewshed easement, and the site’s physical constraints:

- + Slopeside of the viewshed easement (blue): Maintain the existing 69-foot building height established by the current Viewline Building.
- + Viewshed easement (yellow): Preserve the existing maximum elevation of 8664.68 feet, maintaining the protected view corridor.
- + Northwest of the viewshed easement (orange): Maintain the existing 45-foot height limitation, with a limited variance

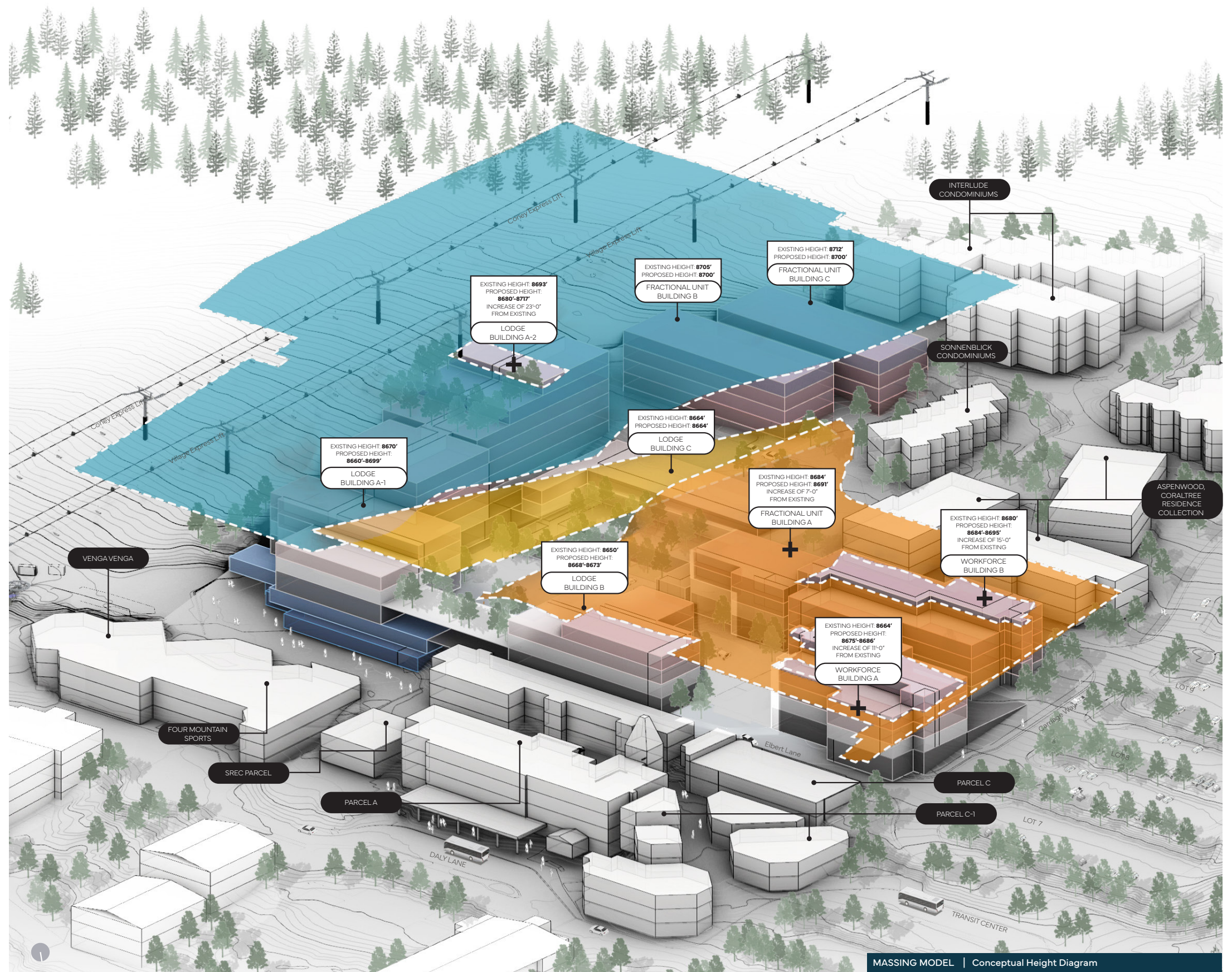
This framework allows the project to satisfy the Town’s long-term vision for West Village while respecting the intent of the Land Use Code, existing entitlements, protected view corridors, and the site’s unique topographic conditions. request for designated workforce housing buildings.

HEIGHT LIMIT LEGEND

- 69’ Height from Interpolated Grade
- View Easement (8664.68’)
- 45’ Height from Interpolated Grade

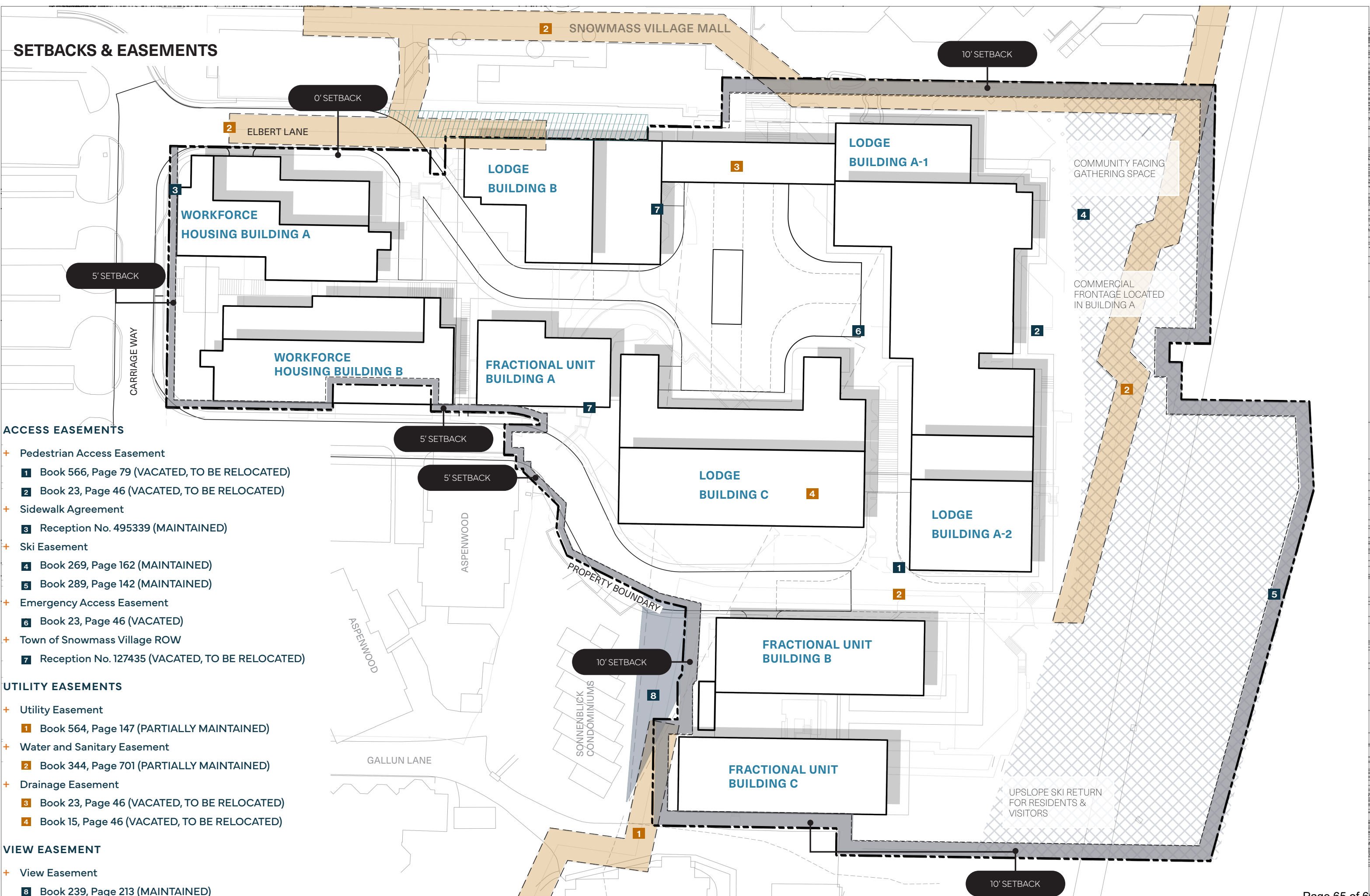
BUILDING LEGEND

- | | | | |
|----------------|---------|---------|---------|
| Below Grade L2 | Level 1 | Level 3 | Level 5 |
| Below Grade L1 | Level 2 | Level 4 | Level 6 |



MASSING MODEL | Conceptual Height Diagram

SETBACKS & EASEMENTS



ACCESS EASEMENTS

- + Pedestrian Access Easement
 - 1 Book 566, Page 79 (VACATED, TO BE RELOCATED)
 - 2 Book 23, Page 46 (VACATED, TO BE RELOCATED)
- + Sidewalk Agreement
 - 3 Reception No. 495339 (MAINTAINED)
- + Ski Easement
 - 4 Book 269, Page 162 (MAINTAINED)
 - 5 Book 289, Page 142 (MAINTAINED)
- + Emergency Access Easement
 - 6 Book 23, Page 46 (VACATED)
- + Town of Snowmass Village ROW
 - 7 Reception No. 127435 (VACATED, TO BE RELOCATED)

UTILITY EASEMENTS

- + Utility Easement
 - 1 Book 564, Page 147 (PARTIALLY MAINTAINED)
- + Water and Sanitary Easement
 - 2 Book 344, Page 701 (PARTIALLY MAINTAINED)
- + Drainage Easement
 - 3 Book 23, Page 46 (VACATED, TO BE RELOCATED)
 - 4 Book 15, Page 46 (VACATED, TO BE RELOCATED)

VIEW EASEMENT

- + View Easement
 - 8 Book 239, Page 213 (MAINTAINED)

VARIANCE REQUESTS

Height

The proposed redevelopment is largely in compliance with the height limitations outlined in the existing approvals for the PUD and existing conditions present on the properties today. There are three areas where there is a proposed increase of the allowable height:

- + **Primary Lodge Building** (existing Viewline PUD): to increase the height from 69’ to 77’ above interpolated grade.
- + **Workforce Housing Building A** (existing Wildwood height limitation): to increase the height from the existing approximately 45’ to 48’ above interpolated grade.
- + **Workforce Housing Building B** (existing Wildwood height limitation): to increase the height from the existing approximately 45’ to 48’ above interpolated grade.

Structure ID	Average Height	Approximate Max. Height ¹
Workforce Housing Building A	44.00	48.00
Workforce Housing Building B	44.00	48.00
Lodge Building A-1	58.00	69.00
Lodge Building A-2	65.00	77.00
Lodge Building B	38.00	44.00
Lodge Building C	22.00	30.00
Fractional Unit Building A	52.00	58.00
Fractional Unit Building B	43.00	55.00
Fractional Unit Building C	40.00	44.00

The re-development is designed to respond to existing and interpolated grade, stepping with the slope as the development moves upslope. The re-development within the View Easement remains in compliance.

“Increased mixed-use activities should be encouraged here to leverage vitality in the area... Any re-development must include plaza level commercial and may include upper level residential/ lodging units. The scale of any re-development should complement the existing scale but could be increased in size/height in limited strategic locations.”

- West Village CPA, Page 22

Allowable Floor Area

- A total of 320,226 gross square feet is approved from the current entitlements, which represents an FAR of approximately 1.7:1.
- The proposed square footage of the redevelopment is 364,275 sq ft for an FAR of approximately 2.5:1

FLOOR AREA BY USE TYPES

Structure ID	FAR by Type of Use¹ by Building				Building Description
	Hotel/Lodge²	Fractional Units	Commercial	Workforce Housing	
Workforce Housing Building A	-	-	3,706 0.019	24,216 0.127	Western Edge, Intersection of Elbert Lane and Carriage Way
Workforce Housing Building B	-	-	-	32,915 0.173	Western Edge, Intersection of Fall Lane and Carriage Way
Lodge Building A-1	57,882 0.304	-	14,885 0.173	-	Northeast Corner, Adjacent to Snowmass Mall and Sky Cab Gondola
Lodge Building A-2	63,660 0.334	9,236 0.049	-	-	Eastern Edge, Adjacent to Village Express Lift
Lodge Building B	15,740 0.083	21,366 0.112	-	-	North Center, Adjacent to Snowmass Mall
Lodge Building C	47,692 0.251	-	-	-	North of Fall Lane
Fractional Unit Building A	-	14,408 0.076	-	-	North of Fall Lane
Fractional Unit Building B	2,327 0.012	28,136 0.148	-	-	South of Fall Lane, Adjacent to Village Express Lift
Fractional Unit Building C	-	28,136 0.148	-	-	North of Gallun Lane, Adjacent to Village Express Lift

FLOOR AREA SUMMARY

Lot Area	Hotel/Lodge	Fractional Units	Commercial	Workforce Housing	Floor Area
190,357.2 sq ft	187,301 sq ft 0.984	101,282 sq ft 0.532	18,591 sq ft 0.098	57,131 sq ft 0.300	364,305 sq ft 1.914

¹ CALCULATIONS DO NOT INCLUDE PARKING GARAGES, CENTRALIZED DELIVERY FACILITIES, OR CIRCULATION ASSOCIATED WITH EACH USE.

² CALCULATION INCLUDES BACK OF HOUSE SPACE SHARED BETWEEN LODGE AND FRACTIONAL USE.

Setbacks

The setbacks show a mix of 5 and 10 foot setbacks above grade. A 0 foot setback is proposed along Elbert lane to accommodate the below grade garage space, and the commercial frontage in Workforce Housing Building A

Parking

Location ID	Parking Classification	# of Parking Spaces
Parking Garage Level B1	Regular Spaces	100
	Handicapped Spaced	0
	EV Parking Spaces	12
	Shuttle Spaces	2
Parking Garage Level B2	Regular Spaces	114
	Handicapped Spaces	0
	EV Parking Spaces	0
	Shuttle Spaces	0
Surface Parking Garage	Regular Spaces	10
	Handicapped Spaces	2
	EV Parking Spaces	12
	Shuttle Spaces	0
Total Spaces		252
Total Bike Parking		61