

**AGENDA**  
**OURAY COUNTY PLANNING COMMISSION**  
**REGULAR MEETING & WORKSHOP**

March 15, 2016, 7 – 9:00 p.m.  
Meeting to be held at the Ouray County Land Use Office  
111 Mall Road, Ridgway, Colorado

*If all agenda items are not covered in this time frame they may be continued until the next regular meeting. **\*Times are approximate and subject to change\***. If an item is finished early the Planning Commission will move directly to the next agenda item. If not a Public Hearing, public comment may or may not be taken during the meeting. Action may be taken at the conclusion of public hearings.*

**I. Call to Order – Regular Meeting of the Ouray County Planning Commission**

1. Public Hearing (7:00 PM): The purpose of the hearing is to review and make a recommendation to the Board of County Commissioners on an application by Del-Mont Consultants, Inc., authorized agent for the Law Family Trust and the Owners Association of Elk Meadows Estates, Inc. on a proposed final plat amendment of the Elk Meadows Estates Subdivision No. 2 - Lot 222, to correct an encroachment by the house on Lot 222 on to the greenbelt (open space).
2. Public Hearing (7:45 PM, or immediately following the previous item): The purpose of the hearing is to review and make a recommendation to the Board of County Commissioners on an application by The Masters Law Firm, P.C., authorized agent for the Elk Mountain Resort, LLC, on a proposed final plat amendment of the Elk Mountain Resort PUD – Phase 1A, for the purpose of the construction and use of a modified on-site waste water treatment system (OWTS) and to allow caretaker/maintenance use of the property while prohibiting any commercial use.
3. Request for approval of minutes; 3/1/2015
4. New business
5. Adjourn Regular Meeting

Copies of land use applications or workshop materials can be obtained at the Land Use Office at 111 Mall Road, Ridgway, CO; by calling 970.626.9775 or e-mailing [mcastrodale@ouraycountyco.gov](mailto:mcastrodale@ouraycountyco.gov). Comments on the agenda items may be sent to Mark Castrodale, County Planner, P.O. Box 28, Ridgway, CO 81432



## LAND USE DEPARTMENT

### STAFF REPORT

February 15, 2016

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<b>Application:</b>	Final Plat Amendment
<b>Project:</b>	Elk Meadows Filing - 2, Lot 222, 44 Aspen Glow Lane
<b>Owner of Property:</b>	Jerry and Julie Law (Lot 222)
<b>Owner of Property:</b>	Owners Association of Elk Meadows Estates, Inc. (Open Space)
<b>Authorized Agent:</b>	Bill Starnes – Del-Mont Consultants, Inc.
<b>Address of Property:</b>	44 Aspen Glow Lane (Law Property)
<b>Property(s) Size:</b>	Law – 1.066 Acres, HOA – 7.81 Acres
<b>Zoning:</b>	Alpine
<b>Case Manager:</b>	Mark Castrodale

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### Request

The Applicant(s), through their Authorized Agent, are requesting an amendment of the final plat of Elk Meadows Estates, Filing 2. The purpose of the proposed amendment is to correct an encroachment by the house on Lot 222 in to the greenbelt (*ie. open space*). The amendment proposes a modification of lot boundaries and a transfer equal land between the applicants. (referenced on the plat as 5683.7157 square feet or .13 acres)

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### History

Subdivision Number 2 (*ie. Filing 2*) of Elk Meadows Estates was approved by the Planning Commission and the Board of County Commissioners in December of 1973. The subdivision was approved under Section 6 the Ouray County Land Use Code adopted in August of 1971, which allowed one dwelling unit per 5 acres. Filing Number 2 of Elk Meadows comprised a total of 32 lots, including Lot #222 and the adjacent *green belt*, the subject parcels of this application. According to Assessor records, the home on Lot 222 was constructed in 1981. The Land Use Department was unable to locate any records regarding the permitting, construction, or final inspection of the home.

## County Referrals, Outside Agency Referrals, and Public Comments:

### Building Inspector

The subject application was referred to the Building Inspector for review and comment. After review, the Building inspector stated that she had no concerns regarding the subject/proposed final plat amendment.

### County Attorney

The subject application was referred to the County Attorney for review and comment. After review, the County Attorney commented that the lien against the open space parcel should be brought to the attention of the HOA. Staff confirmed through the authorized agent that the HOA is aware of the lien.

## Notification Requirements:

### Adjacent Property Owner Notice

Per Section 6.12C(2,a) of the Land Use Code, notice of the subject application, including the date/time/location of the public hearing before the Planning Commission, was sent to *affected property owners*, at least 30-days prior to the date of the public hearing.

**Staff confirmed that the Applicant sent proper and timely notice to all *affected property owners* regarding the application for plat amendment, including the date/time/location of the public hearing before the Planning Commission. As of the date of this report, Staff has received #3 responses to the notification, all expressing approval of the proposed amendment. (*responses included as part of this packet*)**

## Land Use Code Section 6.12A,B – Review Requirements

### **Submittal Requirements – 6.12B(1), 6.12C(1)**

- a. A written statement giving the details of the proposed amendment and the reason(s) why the amendment(s) is necessary.

#### **Staff Response:**

**The Applicant provided a written statement that provides the details of the proposed amendment and why the amendment is necessary.**

- b. An original tax certificate for all lots, parcels or tracts involved, showing that no taxes are currently due or delinquent against the property.

#### **Staff Response:**

**Staff confirmed with the County Treasurer that as February 11, 2016, there are no delinquent taxes due, or any tax liens, against either property affected by the subject application. Prior to signing the final (amended) plat, the County Treasurer will confirm that there are no delinquent taxes and no tax liens against the properties.**

- c. An original title commitment or title policy issued by a licensed Colorado title company, completed within sixty (60) days of submission, showing the names of all persons or entities having any right, title or interest in the land included in the application.

**Staff Response:**

**The Applicant provided a *Property Information Binder* (typical on open space lots) for the Elk Meadows Filing No. 2 greenbelt. The Applicant also provided an *Alta Commitment for the Law parcel, (lot 222) 44 Aspen Glow Lane.***

- d. A plat showing the proposed amendment(s) and including all of the information and details as required by Section 6.8C(4).

**Staff Response:**

**The Applicant provided a draft amended plat with all pertinent/required information.**

- e. Any supplemental data deemed necessary by the Land Use Staff to adequately review the request.

**Staff Response:**

**Staff has not requested any supplemental data at this time.**

**Submittal Requirements – 6.12C(1)**

- a. Map(s) showing: i) all properties abutting upon, or directly across a street from the lot or subject property proposed to be amended; and ii) all adjoining properties; and iii) all adjacent properties; and iv) all properties within 500-feet from the affect or subject property. These properties are collectively referred to as “Affected Properties”.

**Staff Response:**

**The Applicant provided a map correctly identifying *Affected Properties.***

- b. A list of names and addresses of the owners of Affected Properties who shall be referred to as “Affected Property Owners” for notification as required below. This information can be obtained from the County Assessor’s Office.

**Staff Response:**

**The Applicant provided a list of *Affected Property Owners*, properly developed from the map of *Affected Properties.***

- c. A copy of the proposed notices to be sent to Affected Property Owners.

**Staff Response:**

**The Applicant provided a copy of the proposed notices sent to all *Affected Property Owners.***

## Submittal Requirements – 6.12C(2,a)

a.) After the Applicant has submitted an application for an amendment, the Applicant shall send notice, in a form approved by Land Use Staff, to the Affected Property Owners and any HOA or POA, advising of the nature of the proposed amendment and the Affected Property Owners' right to submit comments in favor of, or in opposition to, the proposed amendment.

### Staff Response:

**The applicant provided copies of the proposed notice, a copy of the map of Affected Property Owners, and copies of certified mailing receipts. Staff confirmed that all correctly defined Affected Property Owners were sent the required notice. As the HOA is party to this application, separate notice to the HOA was not required. (Responses to notices sent are included in the packets.)**

## County Approval – 6.12C(4,a/b)

a.) Any amendment of a PUD or subdivision shall require a recommendation from the Planning Commission or Joint Planning Board and the approval of the BOCC, which approval shall be given only if the proposed amendment (1) is consistent with all requirements of this Section 6 and the underlying zoning standards set forth in Section 3 of this Code; and (2) includes improvements which are consistent with the provisions of Section 7 (Improvements Standards) and as may be required by the BOCC.

### Staff Response:

**The subject application will be reviewed by the Planning Commission and the BOCC in separate public hearings. Also, it is Staff's opinion that the proposed amendment of Elk Meadows Estates Subdivision No. 2 is consistent with the requirements of Section 6 and the underlying zoning standards in Section 3 of the Land Use Code. There are no *improvements* (ie. roads, utilities, structures, etc...) associated with the subject application.**

b) In making a decision on any proposed amendment to a PUD or subdivision, the BOCC shall make the following findings:

1. That the results of the comments of the Affected Property Owners have been duly considered.

### Staff Response:

**As of the date of this report, Staff has received a total of 3 responses from Affected Property Owners, all in support of the proposed plat amendment. (all responses received attached herein)**

2. That the amendment is not contrary to the provisions of valid covenants, plats, or declaration of a PUD or subdivision based upon information supplied by the applicable Homeowner's Association.

### Staff Response:

**It is Staff's opinion that the subject amendment is not contrary to the provisions of valid covenants, plats, or declaration of the PUD. Further, Staff notes that the *Owners Association of Elk Meadows Estates, Inc.* is acting as co-applicant and has approved the subject application through a signed agent authorization form and a memorandum of understanding between the Law's and the HOA.**

3. Shall make additional findings consistent with the provisions of C.R.S. §24-67-106, as amended from time to time:

i) that the modification, amendment or change is consistent with the efficient development and preservation of the entire PUD or subdivision; and

**Staff Response:**

**It is Staff's opinion that the subject amendment is consistent with the efficient development and preservation of the entire subdivision.**

ii) that the modification, amendment or change does not affect in a substantially adverse manner either the enjoyment of land abutting upon or across a street from the PUD or subdivision or the public interest; and

**Staff Response:**

**It is Staff's opinion that the subject amendment does not affect in a substantially adverse manner, either the enjoyment of land abutting upon or across a street from the subdivision or the public interest.**

iii) is not granted solely to confer a special benefit upon any person.

**Staff Response:**

**It is Staff's opinion that the subject amendment, if approved, would *not* be granted solely to confer a special benefit on any person.**

### **Open Space Parcel – Lien**

There is a lien against the open space parcel, filed by the United States Department of Agriculture, and recorded with the County in 2009. (*documentation included herein*) A signature block for approval by the USDA has been included on the draft amended plat. Staff is including a recommendation that the BOCC may approve the plat amendment, but will not sign the plat until approval and signature by a USDA representative has been obtained.

### **Staff Conclusions and Recommendations:**

It is Staff's opinion that the proposed plat amendment of Elk Meadows Estates Subdivision No. 2 is in compliance with the standards and regulations found in Section 6.12 of the Ouray County Land Use Code. Therefore, Staff recommends the Planning Commission forward the subject application to the Board of County Commissioners, with a recommendation of approval, with the following conditions:

1. The Applicant shall make any revisions to the plat, as noted by the Staff and the Planning Commission and shall provide a new/revised plat to Staff to be included with the packet for the Board of County Commissioners.
2. The BOCC will not sign the application until all other required signatures are obtained, including signature by the open space lienholder (USDA).
3. The Applicant shall record the approved plat within 7-days from the final approval and signature from the Board of County Commissioners.
4. Any future construction on either affected lot shall require prior issuance of a building permit by the Land Use Department.

**Elk Meadows  
Open Space**

**Law**

VALLEY VIEW RD

ASPEN DR

ASPEN DR

PINE LN

ASPEN DR

ASPEN DR

ASPEN DR

FOREST HILL RD

ASPEN GLOW LN

CREST HILL RD

SPEN DR



DEL-MONT CONSULTANTS, INC.  
ENGINEERING ▼ SURVEYING ▼ PLANNING

125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX  
www.del-mont.com ▼ service@del-mont.com

January 13, 2016

Mark Castrodale  
Ouray County Planner  
111 Mall Road  
Ridgway, CO 81432

Dear Mark,

The purpose of the Amended Plat of Lot 222 and a portion of the Greenbelt in Elk Meadows Estates Subdivision No. 2 is to correct an encroachment by the house on Lot 222 onto the Greenbelt.

Jerry and Julie Law purchased Lot 222 and the existing home in 1995. At the time, there was no disclosure of the encroachment. The Law's retained Del-Mont Consultants to prepare an Improvement Location Certificate on the property in anticipation of listing the home for sale in July of 2015, and at that time the encroachment was discovered. The Law's then retained Robert Burns as their attorney to find a solution for the encroachment. Mr. Burns contacted the Elk Meadows Homeowner's Association, and an agreement was reached to adjust the property line between Lot 222 and the Greenbelt by exchanging equal sized properties to accommodate the encroachment.

The Amended Plat prepared by Del-Mont Consultants represents the new property boundaries as agreed to by Jerry and Julie Law and the Elk Meadows HOA. The property is now under contract for sale pending the recordation of the Amended Plat.

Sincerely,

*Bill Starnes, P.L.S.*

Bill Starnes, VP/Owner  
Del-Mont Consultants Inc.



Name of Landowner(s): Law Family Trust

Address : 14456 S. 40th Street

Street or P.O. Box

Phoenix AZ 85044  
City State Zip

Telephone (480) 759-0424 Fax ( ) \_\_\_\_\_

Authorized Agent: Bill Starnes

Address: 125 Colorado Ave

Street or P.O. Box

Montrose CO 81401  
City State Zip

Telephone (970) 249-2251 Fax (970) 249-2342

Application for Limited/Regular PUD (check one)

- Regular   
 -Limited   
 -Sketch Plan   
 -Preliminary Plan   
 -Final   
 -Amendment

Property Identification Number: Account R001308, Parcel No. 451705106016

Property Description: Section: 5 Township: 44 Range: 8

Deed recorded in Book \_\_\_\_\_, and Page \_\_\_\_\_

Proposed development name Elk Meadows Estates Subdivision No. 2 Lot 222

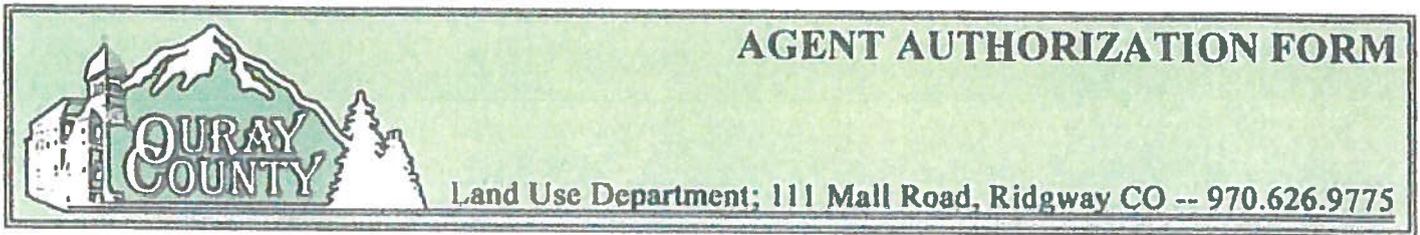
Number of lots \_\_\_\_\_ Filing number \_\_\_\_\_ Total number filings \_\_\_\_\_ Size of Parcel 1.06 ac

Fee included \$750

I am the landowner of record or authorized agent and am hereby making application for approval of the above request. I understand I am responsible for providing the required information, and that the County will not process my application until all required information is provided. I further understand that if there are extenuating circumstances concerning this application, there may be additional fees required to process my application, and that the County will advise me of additional fees and receive my approval before proceeding with my application.

Bill Starnes  
 (Signature of owner(s)/Agent)

1/13/16  
 (Date)



I/we, the undersigned owner(s) of the following described real property located in Ouray County, Colorado hereby authorize:

**Agent:**

Name: Bill Starnes Phone: 970-249-2251

Name of Business or Entity: Del-Mont Consultants

Address: 125 Colorado Ave

City: Montrose State: CO Zip: 81401

to act in my/our behalf in applying for permits from the County of Ouray.

**Legal Property Description:**

Parcel or Account Number: 451705106016

Section: 5 Township: 44 Range: 8 Quarter Section(s): \_\_\_\_\_

Permit(s) Applied For: \_\_\_\_\_

**Signature(s) of Property Owners of Record:**

By my signature I hereby certify that I have read any applications and other materials completely and that all information provided is correct to the best of my knowledge. All laws, regulations, and ordinances governing the scope of the project contemplated by this application will be complied with, whether or not specifically described within this application. I understand that providing false or misleading information may result in any permit(s) issued being revoked. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating the scope of the project contemplated by this application.

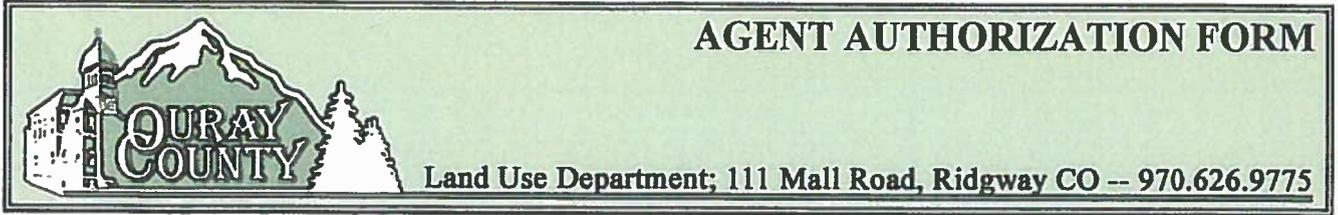
I understand that this application may be open for public inspection as required by the Colorado Open Records Law (C.R.S. 24-72-202, et seq.) and that my personal information contained on this application may be available to the public for review.

Signature: Jerry L Law Date: 11-16-15

Printed Name: Jerry L. Law

Signature: Julie A Law Date: 11-16-15

Printed Name: Julie A. Law



I/we, the undersigned owner(s) of the following described real property located in Ouray County, Colorado hereby authorize:

**Agent:**

Name: Bill Starnes Phone: (970) 249-2251

Name of Business or Entity: Del-Mont Consultants, Inc.

Address: 125 Colorado Ave

City: Montrose State: CO Zip: 81401

to act in my/our behalf in applying for permits from the County of Ouray.

**Legal Property Description:**

Parcel or Account Number: Greenbelt

Section: 5 Township: 44N Range: 8W Quarter Section(s): \_\_\_\_\_

Permit(s) Applied For: \_\_\_\_\_

**Signature(s) of Property Owners of Record:**

By my signature I hereby certify that I have read any applications and other materials completely and that all information provided is correct to the best of my knowledge. All laws, regulations, and ordinances governing the scope of the project contemplated by this application will be complied with, whether or not specifically described within this application. I understand that providing false or misleading information may result in any permit(s) issued being revoked. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating the scope of the project contemplated by this application.

I understand that this application may be open for public inspection as required by the Colorado Open Records Law (C.R.S. 24-72-202, et seq.) and that my personal information contained on this application may be available to the public for review.

Signature: Joseph R. Lange Date: 2/15/16

Printed Name: JOSEPH R. LANGE

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

## MEMORANDUM OF UNDERSTANDING

The purpose of this document is to memorialize the understanding which the parties have regarding an encroachment upon Elk Meadows Greenbelt by property currently owned by The Law Family Trust Dated March 16<sup>th</sup> 1995. The Trustees of the Law Family Trust Dated March 16<sup>th</sup> 1995 (hereafter "Law Trust") are Julie A. Law and Jerry L. Law, according to the Statement Of Authority filed at reception #180362, Ouray County Official Records.

The Parties to this Memorandum Of Understanding (hereafter MOU) are the Law Trust, which owns Lot 222 Elk Meadows Estates Subdivision No. 2, and the Owners Association Of Elk Meadows Estates, Inc. (hereafter Elk Meadows), acting through Joe Lange, current president of Elk Meadows on behalf of, and with the authority to act for Elk Meadows.

A recent survey of Lot 222 Elk Meadows Estates Subdivision No. 2 revealed that when the house was placed upon said Lot 222, a substantial portion of said house and garage was inadvertently placed upon the adjacent Elk Meadows Greenbelt property. It is believed that the house was so placed sometime in the 1970's. A copy of said survey conducted by Del-Mont Consultants, Inc. (Del-Mont), dated July 13<sup>th</sup> 2015 is attached hereto. By way of this MOU document, the parties acknowledge their agreement to resolve this encroachment by exchanging equal amounts of land, by way of a boundary adjustment, as set forth below.

The Law Trust agrees to have the area around the house surveyed and marked with survey pins to determine how much land owned by Elk Meadows is presently being used by the Law Trust. The Law Trust will then have Del-mont survey and mark another portion of said Lot 222 which is adjacent to said Elk Meadows Greenbelt which is equal in size to the area of the Greenbelt property which is being used by the Law Trust, as described above.

The parties propose to exchange the Elk Meadows property currently being used by the Law Trust for an equal amount of land on Lot 222 lying southerly from the Law Trust house, by way of a boundary adjustment. Once this survey is accomplished, the surveyor will prepare a new Plat Amendment or similar document with the proposed land exchange indicated thereon for recording with the Ouray County Records, and as may be otherwise required Ouray County Government.

The Law Trust will pay for the survey and documentation identified above, as well as take any steps necessary to gain the approval of Ouray County Government for this boundary adjustment.

The parties below agree that this is how they will proceed to resolve this encroachment issue.

(execution continued on page 2)

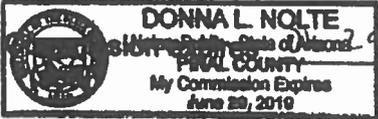
*Please  
note  
portion of  
land  
agreed to  
swap*

Jerry L. Law Trustee 9-13-15  
Law Family Trust Dated March 13<sup>th</sup> 1995 by Jerry L. Law, Trustee (date)

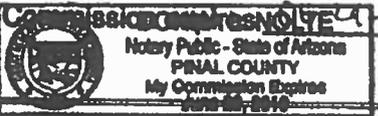
Julie A. Law, Trustee 9-13-15  
Law Family Trust Dated March 13<sup>th</sup> 1995 by Julie A. Law, Trustee (date)

Joe Lange 2/15/16  
The Owners Association Of Elk Meadows Estates, Inc. by Joe Lange, President (date)

Arizona  
State of Colorado )ss  
County of Garay )  
The foregoing MEMORANDUM OF UNDERSTANDING was executed and acknowledged before me this 13 day of September, 2015, by Julie A. Law as Trustee. Witness my hand and official seal.

My Commission Expires 6-29-19 Donna L. Nolte  
  
Notary Public

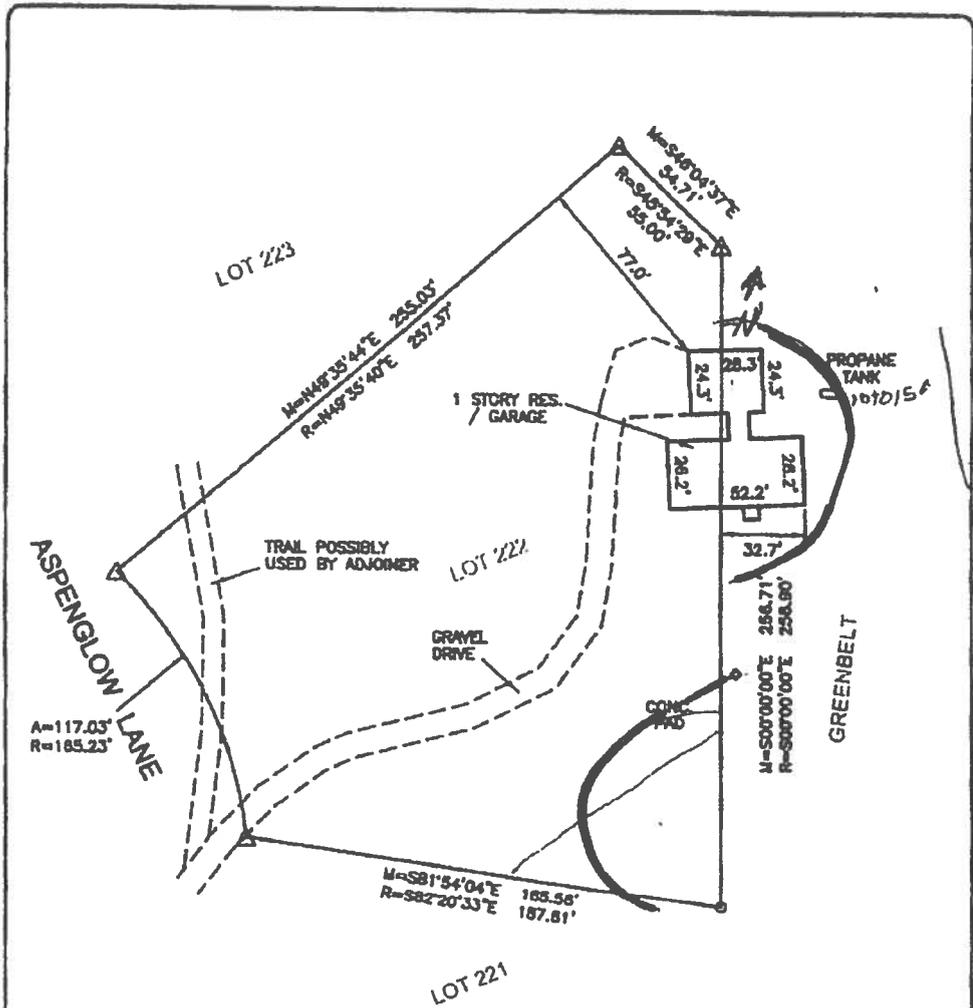
Arizona  
State of Colorado )ss  
County of Garay )  
The foregoing MEMORANDUM OF UNDERSTANDING was executed and acknowledged before me this 13 day of September, 2015, by Jerry L. Law as Trustee. Witness my hand and official seal.

My Commission Expires 6-29-19 Donna L. Nolte  
  
Notary Public

State of Colorado )ss  
County of Montrose )  
The foregoing MEMORANDUM OF UNDERSTANDING was executed and acknowledged before me this \_\_\_ day of September, 2015, by Joe Lange as President of The Owners Association Of Elk Meadows Estates. Witness my hand and official seal.

My Commission expires 4-24-2017 Ethel Brown  
(seal) Notary Public

ETHEL BROWN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20094012578  
MY COMMISSION EXPIRES 04/24/2017  
Memorandum Of Understanding



**Property Description:**

Lot 222,  
 ELK MEADOWS ESTATES,  
 SUBDIVISION NO. 2,  
 COUNTY OF OURAY,  
 STATE OF COLORADO.

**LEGEND**

- = FD. 5/8" REBAR W/ PLASIC CAP (UNLEGIBLE)
- △ = FD. 5/8" REBAR NO CAP



I hereby certify that this IMPROVEMENT LOCATION CERTIFICATE was prepared solely for JULIE LAW, that it is NOT a land survey plat, or improvement survey plat, and that it is not to be relied upon for the establishment of fences, buildings, or other future improvement lines. This certificate is valid only for use by JULIE LAW and describes the parcel's appearance on 10 JULY, 2015.

I further certify that the improvements on the above described parcel on this 13 JULY, 2015 except utility connections, are entirely within the boundaries of the parcel, EXCEPT as shown, that there are no encroachments upon the described premises by improvements on any adjoining premises, EXCEPT as indicated, and that there is no apparent evidence or sign of any easement crossing or burdening any part of said parcel, EXCEPT AS NOTED.

	IMPROVEMENT LOCATION CERTIFICATE LOT 222		Date Recd. 16101
	ELK MEADOWS ESTATES SUBDIVISION NO. 2		Date Issue 13 JULY, 2015
F.A.S.	Scale 1" = 60'	OURAY COUNTY	Page 1 of 1
J.W.S.		LAW	

# AMENDED PLAT OF LOT 222 AND A PORTION OF GREENBELT OF ELK MEADOWS ESTATES SUBDIVISION NO. 2

## SITUATED IN A PART OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN COUNTY OF OURAY, STATE OF COLORADO



**CERTIFICATE OF CORRECTION**  
 Know all men by these presents that the undersigned, being the owner of tracts of land situated in a Part of Section 5, Township 44, Range 8 West, New Mexico Principal Meridian, Ouray County, Colorado described as follows:  
 Lot 222 and Greenbelt of the Elk Meadows Estates Subdivision No. 2, according to the plat recorded March 14, 1978 under Record No. 104942, County of Ouray, State of Colorado, do hereby certify that the same have been corrected by this Plat and made and filed. The undersigned agree that the Amended Boundary Lines are permanently established by this Plat and each party hereby grants, sells and conveys to the other party such of their property as may be on the other party's side of the Amended Boundary Lines as indicated.

Jerry L. Lutz, Trustee, Law Family Trust \_\_\_\_\_ Date \_\_\_\_\_  
 Joseph K. Lutz, President  
 The Owners Association of Elk Meadows Estates, Inc. \_\_\_\_\_ Date \_\_\_\_\_  
 STATE OF ARIZONA }  
 COUNTY OF MARICOPA }  
 The foregoing signature was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Jerry L. Lutz,  
 Trustee of Law Family Trust.

My commission expires \_\_\_\_\_ Date \_\_\_\_\_  
 STATE OF ARIZONA }  
 COUNTY OF MARICOPA }  
 The foregoing signature was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Joseph K. Lutz,  
 Trustee of Law Family Trust.

My commission expires \_\_\_\_\_ Date \_\_\_\_\_  
 STATE OF COLORADO }  
 COUNTY OF OURAY }  
 The foregoing signature was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Joseph K. Lutz,  
 President of The Owners Association of Elk Meadows Estates, Inc.

My commission expires \_\_\_\_\_ Date \_\_\_\_\_  
**CERTIFICATE OF SIGNATURES ON INSTRUMENT**  
 and agrees to the substitution of the signature of the property described above, hereby consents

Renee Williams Strick  
 United States Department of Agriculture  
 STATE OF \_\_\_\_\_ }  
 COUNTY OF \_\_\_\_\_ }  
 The foregoing signature was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_

My commission expires \_\_\_\_\_ Date \_\_\_\_\_  
 Notary \_\_\_\_\_

**SUBJECT'S STATEMENT**

I hereby certify that I am a Registered Land Surveyor of the State of Colorado, do hereby certify that there are no needs or corrections to be made to this plat and that the plat accurately represents a survey made by me or under my responsible charge and conforms to all Ouray County Planned Unit Development Regulations and applicable State laws. I further certify that the measurements herein were taken, and their problems are as shown.

**BASIC INFORMATION**  
 Jack Wilson Stevens \_\_\_\_\_ Date \_\_\_\_\_  
 L.S. 20098

**LEGAL DESCRIPTION**  
 The bearing of the west property line of Lot 222 of the Elk Meadows Estates Subdivision No. 2, Reception No. 119194 is \_\_\_\_\_

**LEGAL INSTRUMENT**  
 The legal instrument used on this plat is U.S. Survey Feet.

**ATTORNEY CERTIFICATE**  
 I certify that I have examined the title to the property described herein and that all record owners and holders of encumbrances affecting the property have properly executed this plat and have joined in the substitution of the property and indication of roadway, right-of-way and easements as may be shown herein.  
 Dated this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2016

Attorney at Law \_\_\_\_\_  
**CERTIFICATE OF RECORDS**  
 I, the undersigned County Treasurer, certify that on or before, there are no delinquent taxes due, nor are there any liens, against the property described herein or any part thereof.

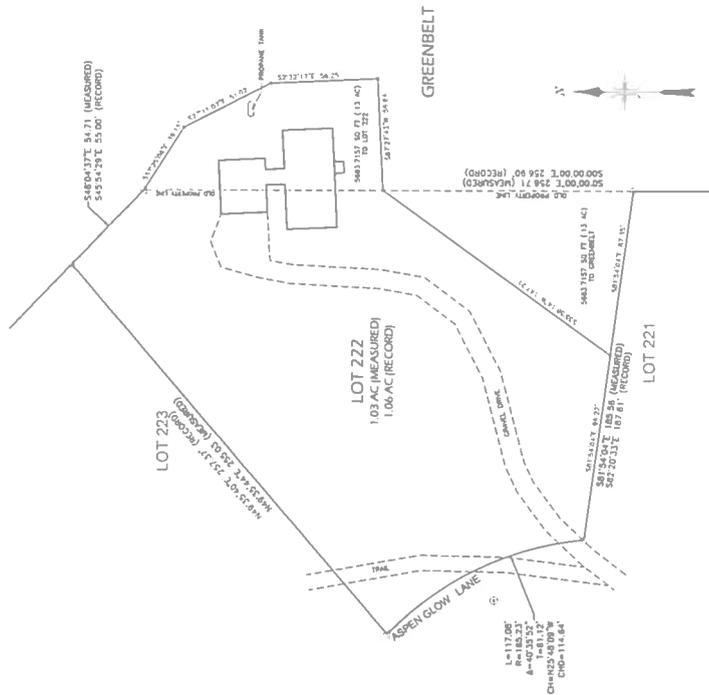
**OURAY COUNTY TREASURER**  
 Ouray County Treasurer \_\_\_\_\_ Date \_\_\_\_\_  
 Having ascertained that the conditions of approval of this plat have been satisfactorily completed on the day of recording by the Ouray County Clerk and Recorder, this approval does not extend to the design of utility, road or any other improvements that may be shown on this plat. The County Clerk and Recorder hereby certifies that the County Treasurer hereby accepts any delinquency to the public of the road(s), easement(s), etc. as may be shown herein.

Lynn Foggett, Corporation  
 ATTORNEY

Michelle Hauer, Ouray County Clerk & Recorder  
**RECORDERS CERTIFICATE**

This plat was filed for record in the office of the Clerk and Recorder of Ouray County \_\_\_\_\_ m on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, in Book \_\_\_\_\_ Page \_\_\_\_\_, Register No. \_\_\_\_\_

County Clerk & Recorder \_\_\_\_\_  
 Deputy \_\_\_\_\_



NOTE: NEW PROPERTY LINES ARE A MINIMUM OF 25 FT FROM EXISTING HOUSE AND GARAGE.

- LEGEND**
- = 10" 3/4" REBAR WITH PLASTIC CAP (ALLEGIBLE)
  - △ = 10" 3/4" REBAR WITHOUT CAP
  - = SET 3/4" 1/4" REBAR WITH 1-1/2" CAP (L.S. 20098)
  - ⊙ = EXISTING WATER METER

<b>DMG</b> DIGITAL MAPPING GROUP, INC.		ELB 2-23-2016	15101
657	1 of 1	ELB	15101
LOT 222 & GREENBELT AMENDED PLAT		LAW FAMILY TRUST 14456 S. 40th Street Phoenix, AZ 85044	

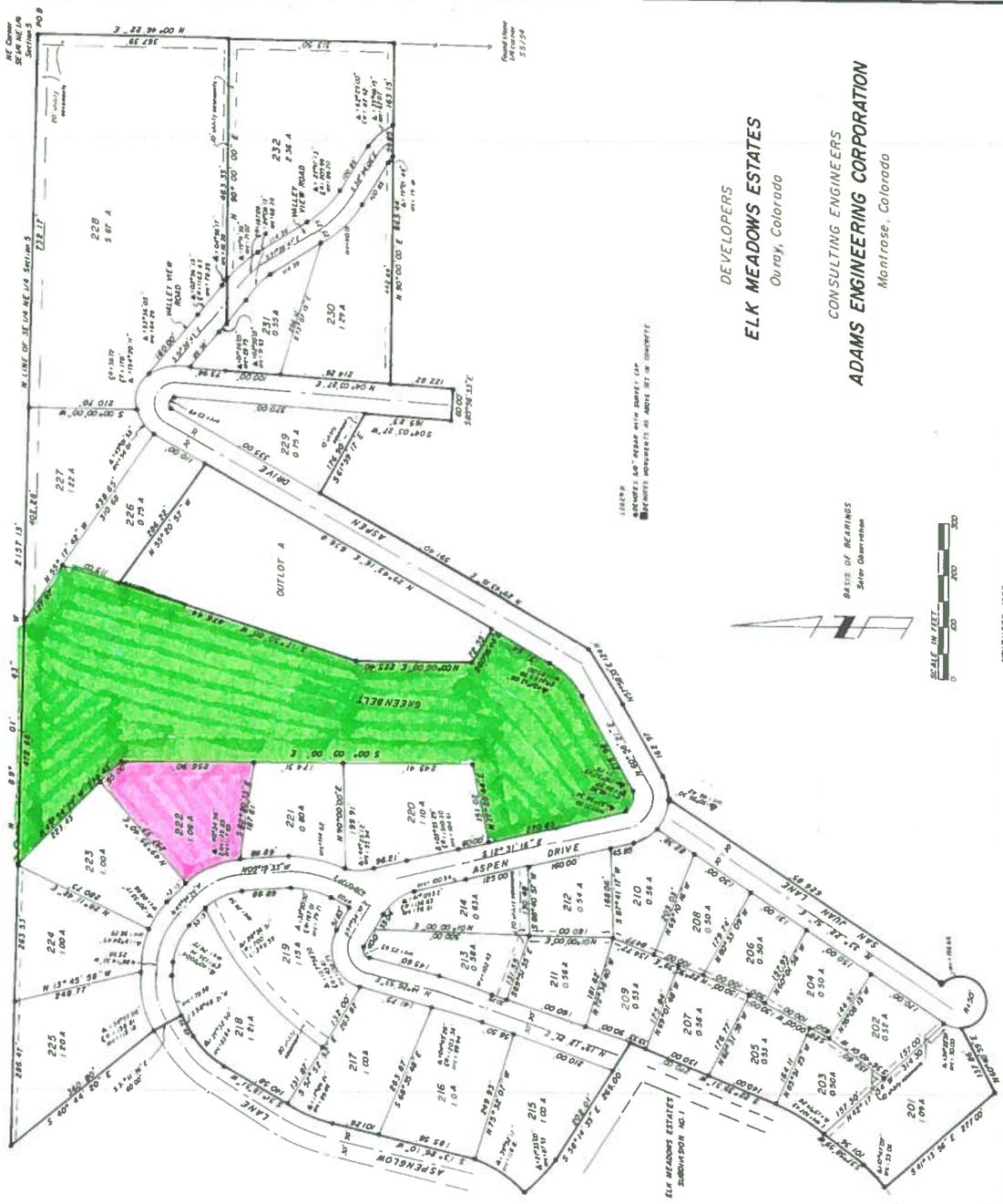
NOTICE: According to Colorado law (17-60-105, C.R.S.) you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten (10) years from the date of the certification herein.

PLAT OF

# ELK MEADOWS ESTATES

## SUBDIVISION NO. 2

Located in A Part of Section 5,  
Township 44 North, Range 8 West, N.M.P.M.  
Ouray County, Colorado



**CERTIFICATE OF DEDICATION AND OWNERSHIP**  
 KNOW ALL MEN BY THESE PRESENTS that the undersigned being the owners of certain lands in Ouray County, Colorado, and desiring to dedicate the same to the public use as streets, alleys, and other public uses, do hereby certify that the same are shown on the plat of Elk Meadows Estates Subdivision No. 2, and do hereby grant to the Elk Meadows Homeowners Association, Inc. the easements, rights, and interests therein shown. Also the easements are reserved as shown, for the public utility purposes.  
 EXECUTED this 17th day of November, A.D. 1973

Owner: George W. Adams Exp. Adams & Co.  
John Adams John Adams & Co.

STATE OF COLORADO ss.  
 COUNTY OF Ouray  
 I, the undersigned, being a duly qualified and authorized officer of the State of Colorado, do hereby certify that the foregoing is a true and correct copy of the original as the same appears in the public records of the County of Ouray, Colorado.  
 My Commission Expires: July 1, 1974  
 WITNESSE MY HAND AND SEAL  
Henry P. [Signature]  
 County Clerk

**SURVEYORS CERTIFICATE**  
 I hereby certify that the survey was performed and that the plat was prepared under my direct responsibility, and that the same complies with the requirements of Chapter 15, Colorado Revised Statutes, Article 15, Section 15-101, et seq.  
Robert J. Adams  
 Registered Professional Engineer & Land Surveyor, Case No. 5022



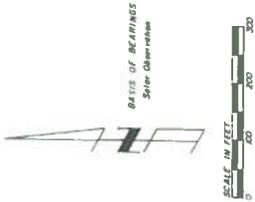
**APPROVAL OF PLANNING COMMISSION**  
 APPROVED by the Ouray County Planning Commission this 4th day of December, A.D. 1973.  
John R. Adams

**APPROVAL BY BOARD OF COUNTY COMMISSIONERS**  
 APPROVED by the Ouray County Board of Commissioners, this 4th day of December, A.D. 1973.  
David R. Adams

**RECORDERS CERTIFICATE**  
 This plat was filed in the office of the County Clerk and Register of Ouray County, Colorado, on the 17th day of November, A.D. 1973, in Subdivision No. 2, Elk Meadows Estates. The same is recorded in Book 126, Page 121, Ouray County Records.  
Henry P. [Signature]  
 County Clerk and Register

DEVELOPERS  
**ELK MEADOWS ESTATES**  
 Ouray, Colorado

CONSULTING ENGINEERS  
**ADAMS ENGINEERING CORPORATION**  
 Montrose, Colorado





Google earth

feet  
meters



### Account: R001308 Residence

- [Primary Attributes](#)
- [Areas](#)
- [Remarks](#)

Abstract Code	Neighborhood
RES-SINGLE FAMILY RESIDENCE-IMPROVEMENTS	EM 3A

Roof Cover	Roof Structure	Architecture Style
PRO PANEL	GABEL MED	MANUFACTURED

<u>Exterior Wall</u>	<u>Exterior Percent</u>
T-111	100.0

<u>Interior Wall</u>	<u>Interior Percent</u>
PANELING	100.0

<u>Floor</u>	<u>Floor Percent</u>
WDJST PLYW	100.0

Heating Fuel	Heating Type	Condition
ELECTRIC	BASEBOARD	C-3
Bedrooms	Baths	Actual Year Built
3	1.5	1981
Effective Year Built	Base Value	Quality
1995	Manufactured Homes Q4	
Use	Res Label	
RESIDENTIAL IMPD		



RECEIVED  
FEB - 6 2016



**PUBLIC NOTICE**  
SUBORDINATE TO: 4450000000 USE, 8720000000 USE, 8720000000 USE, 8720000000 USE  
PROPERTY OWNER HAS APPLIED TO THE  
OURAY COUNTY LAND USE DEPARTMENT TO  
AMEND THE ELK MEADOWS SUBDIVISION PLAT  
TO CORRECT AN ENCROACHMENT.  
FOR MORE INFORMATION, PLEASE CONTACT  
THE OURAY COUNTY LAND USE DEPARTMENT  
AT 878-626-8773 OR IN PERSON AT 111 HALL  
ROAD, RIDGWAY CO.

**Elk Meadows Filing 2, Lot 222**

**\*Notice all properties touched  
by red boundary.**





DEL-MONT CONSULTANTS, INC.  
ENGINEERING ▼ SURVEYING

125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX  
www.del-mont.com ▼ service@del-mont.com

February 1, 2016

**SUBJECT:** Proposed Final Plat Amendment

Dear Sir/Madam,

You are receiving this notice because you are an "affected property" as defined by Section 6.12C(1)(a) of the Ouray County Land Use Code. An application has been made with the Ouray County Land Use Office to amend the final plat of the Elk Meadows Subdivision, Filing 2, Lot 222. The public hearing on this application with the Planning Commission has been tentatively scheduled for:

**March 15, 2016 - Ouray County Land Use Office, 111 Mall Road, Ridgway**

The purpose of the proposed amendment is to correct an encroachment by the house on Lot #222 on to the greenbelt. As an *affected property owner* you have the right to submit comments in favor of, or in opposition to, the proposed amendment. Any comments may be made in writing and submitted to the Land Use Department. Alternatively, public comment will be taken during the hearing.

If you have any questions on this matter or would like to submit comments for consideration by the Planning Commission and the Board of County Commissioners, please contact Mark Castrodale with the Ouray County Land Use Office at: 970-626-9775 x17 or by email: mcastrodale@ouraycountyco.gov.

Sincerely,

Bill Starnes, P.L.S.  
VP/Owner  
Del-Mont Consultants, Inc.

Account #	Lot #	Owner	Street	City	State	Zip
R001515	225	Andrew Brey	904 Bromham Way	Lutz	FL	33549
R001416	117	Thomas Schum	278 Forest Hill Rd	Ridgway	CO	81432
R001297	Greenbelt/roads	Owners Association of Elk Meadows Estates Inc.	P.O. Box 307	Ridgway	CO	81432-0307
R001482	224	William Krois	90 Aspen Glow Ln	Ridgway	CO	81432
R001483	223	Danika Gilbert	68 Aspen Glow Ln	Ridgway	CO	81432
R001308	222	Law Family Trust	14456 S. 40th St	Phoenix	AZ	85044-6120
R001361	218	William McCarty	135 Aspen Glow Ln	Ridgway	CO	81432
R001425	219	Patricia Quandt	1687 Aspen Drive	Ridgway	CO	81432
R001453	217	Scott MacDougall	2538 Quincy Ave	Long Beach	CA	90815
R001348	221	Huntington Family Trust	143 I st	Chula Vista	CA	91910-5927
R001371	213	Eva Sidwell	2194 Canyon View Dr.	Grand Junction	CO	81507
R005016	227	SDG Eternity LLC	P.O. Box 5785	Eagle	CO	81631
R001522	401	David Wade	P.O. Box 4208	Telluride	CO	81435-4208
R000202	402	William Waugh	1966 1/2 Chaparral Dr.	Grand Junction	CO	81507
R000201	403	David Medara	14817 Cavalier Rise	Truckee	CA	96161
R001508	404	James Pettengill	1843 Aspen Dr.	Ridgway	CO	81432
R006325		Miller Mesa LLC	364 41st St.	Oakland	CA	94609
R001520	503	James Cammack	74 Spruce Ln	Ridgway	CO	81432
R001519	502	Paula Ontiveros	13788 Tall Oaks Loop	Parker	CO	80134

7014 3490 0002 0511 7949

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.  
TELLURIDE, CO 81435

Postage	\$3.45	\$2.80
Certified Fee	\$0.00	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00
Total Postage & Fees	\$0.49	\$6.74



Sent To **David Wade**  
 Street & Apt. No., or PO Box No. **P.O. Box 4208**  
 City, State, ZIP+4 **Telluride, CO 81435-4208**

PS Form 3800, July 2014 See Reverse for Instructions

7014 3490 0002 0511 7888

U.S. Postal Service™  
CERTIFIED MAIL® RECEIPT  
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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.  
RIDGWAY, CO 81432

Postage	\$3.45	\$2.80
Certified Fee	\$0.00	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00
Total Postage & Fees	\$0.49	\$6.74



Sent To **William McCarty**  
 Street & Apt. No., or PO Box No. **135 Aspen Glow Ln.**  
 City, State, ZIP+4 **Ridgway, CO 81432**

PS Form 3800, July 2014 See Reverse for Instructions

7014 3490 0002 0511 7895

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.  
RIDGWAY, CO 81432

Postage	\$3.45	\$2.80
Certified Fee	\$0.00	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00
Total Postage & Fees	\$0.49	\$6.74



Sent To **Patricia Quandt**  
 Street & Apt. No., or PO Box No. **1687 Aspen Drive**  
 City, State, ZIP+4 **Ridgway, CO 81432**

PS Form 3800, July 2014 See Reverse for Instructions

7014 3490 0002 0511 7963

U.S. Postal Service™  
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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.  
TRUCKEE, CA 96161

Postage	\$3.45	\$2.80
Certified Fee	\$0.00	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00
Total Postage & Fees	\$0.49	\$6.74



Sent To **David Medara**  
 Street & Apt. No., or PO Box No. **14817 Cavalier Rise**  
 City, State, ZIP+4 **Truckee, CA 96161**

PS Form 3800, July 2014 See Reverse for Instructions

7014 3490 0002 0511 7871

U.S. Postal Service™  
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For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.  
PHOENIX, AZ 85044

Postage	\$3.45	\$2.80
Certified Fee	\$0.00	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00
Total Postage & Fees	\$0.49	\$6.74



Sent To **Law Family Trust**  
 Street & Apt. No., or PO Box No. **14456 S. 40th St.**  
 City, State, ZIP+4 **Phoenix, AZ 85044-6120**

PS Form 3800, July 2014 See Reverse for Instructions

7014 3490 0002 0511 7826

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RIDGWAY, CO 81432

Postage	\$3.45	\$2.80
Certified Fee	\$0.00	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00
Total Postage & Fees	\$0.49	\$6.74



Sent To **Owners Assoc. of Elk Meadows**  
 Street & Apt. No., or PO Box No. **P.O. Box 307**  
 City, State, ZIP+4 **Ridgway, CO 81432**

PS Form 3800, July 2014 See Reverse for Instructions

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**LONG BEACH CA 90815**  
**LONG BEACH CA 90815**

Postage	\$3.45	\$2.80
Certified Fee	\$0.00	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00
Total Postage & Fees	\$6.74	\$



Sent to **Scott MacDougall**  
 Street & Apt. No. **2538 Quincy Ave.**  
 or PO Box No.  
 City, State, ZIP+4 **Long Beach, CA 90815**

PS Form 3800, July 2013 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:  
**Scott MacDougall**  
**2538 Quincy Ave.**  
**Long Beach, CA 90815**



9590 9402 1216 5246 2704 19

2. Article Number (Transfer from service label)  
**7014 3490 0002 0511 7901**

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  Agent  Addressee
- B. Received by (Printed Name) **Scott MacDougall** C. Date of Delivery **2/10/16**
- D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

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

Domestic Return Receipt

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)™

**RIDGWAY CO 81432**  
**RIDGWAY CO 81432**

Postage	\$3.45	\$2.80
Certified Fee	\$0.00	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00	\$0.00
Total Postage & Fees	\$6.74	\$



Sent to **Thomas Schum**  
 Street & Apt. No. **278 Forest Hill Rd.**  
 or PO Box No.  
 City, State, ZIP+4 **Ridgway, CO 81432**

PS Form 3800, July 2013 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:  
**Thomas Schum**  
**278 Forest Hill Rd.**  
**Ridgway, CO 81432**



9590 9402 1216 5246 2736 32

2. Article Number (Transfer from service label)  
**7014 3490 0002 0511 7819**

PS Form 3811, July 2015 PSN 7660-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  Agent  Addressee
- B. Received by (Printed Name) **Thomas Schum** C. Date of Delivery **2/9/16**
- D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below:

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

Domestic Return Receipt

U.S. Postal Service  
**CERTIFIED MAIL® RECEIPT**  
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7970 0511 0002 3490 7014

For delivery information, visit our website at [www.usps.com](http://www.usps.com)  
**OFFICIAL USE**  
 RIDGWAY, CO 81432

Postage	\$3.15	0539
Certified Fee	\$2.80	05
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$6.74	



Sent To: James Pettengill  
 Street & Apt. No.: 1843 Aspen Dr.  
 or PO Box No.:  
 City, State, ZIP+4: Ridgway, CO 81432  
 Form 3800, July 2014 See Reverse for Instructions

**RECIPIENT: COMPLETE THIS SECTION**

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

1. Article Addressed to:  
 James Pettengill  
 1843 Aspen Dr.  
 Ridgway, CO 81432



9590 9402 1216 5246 2705 01

2. Article Number (Transfer from service label)  
 7014 3490 0002 0511 7970

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature *[Signature]*
- B. Received by (Printed Name) *James Pettengill*
- C. Date of Delivery *2/05/16*
- D. Is delivery address different from item 1?  Yes  No

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

Domestic Return Receipt

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7956 0511 0002 3490 7014

For delivery information, visit our website at [www.usps.com](http://www.usps.com)  
**OFFICIAL USE**  
 GRAND JUNCTION, CO 81507

Postage	\$3.15	0539
Certified Fee	\$2.80	05
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$6.74	



Sent To: William Waugh  
 Street & Apt. No.: 1966 1/2 Chaparral Dr.  
 or PO Box No.:  
 City, State, ZIP+4: Grand Junction, CO 81507  
 Form 3800, July 2014 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:  
 William Waugh  
 1966 1/2 Chaparral Dr.  
 Grand Junction, CO 81507



9590 9402 1216 5246 2704 64

2. Article Number (Transfer from service label)  
 7014 3490 0002 0511 7956

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature *[Signature]*
- B. Received by (Printed Name) *W. Waugh*
- C. Date of Delivery *2-4-16*
- D. Is delivery address different from item 1?  Yes  No

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

Domestic Return Receipt

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**RIDGWAY, CO, 81432**  
**0539**  
**02/02/2016**  
**USPS**

Postage	\$3.15	
Certified Fee	\$2.80	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$6.74	

Sent to **William Krois**  
 Street & Apt. No. **90 Aspen Glow Ln.**  
 or PO Box No. **Ridgway, CO 81432**  
 City, State, ZIP+4

PS Form 3800, July 2013

See Reverse for Instructions

7840 0511 0002 3490 7014

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:  
**William Krois**  
**90 Aspen Glow Ln.**  
**Ridgway, CO 81432**



9590 9402 1216 5246 2736 49

2. Article Number (Transfer from service label)  
**7014 3490 0002 0511 7840**

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  *William Krois*  Agent  
 B. Received by (Printed Name)  **William Krois**  Addressee  
 C. Date of Delivery \_\_\_\_\_  
 D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type
- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                               | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                                  |   |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |   |

Domestic Return Receipt

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

For delivery information, visit our website at [www.usps.com](http://www.usps.com).  
**GRAND JUNCTION, CO 81507**  
**0539**  
**02/02/2016**  
**USPS**

Postage	\$3.15	
Certified Fee	\$2.80	
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Total Postage & Fees	\$6.74	

Sent to **Eva Sidwell**  
 Street & Apt. No. **2194 Canyon View Dr.**  
 or PO Box No. **Grand Junction, CO 81507**  
 City, State, ZIP+4

PS Form 3800, July 2013

See Reverse for Instructions

7925 0511 0002 3490 7014

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:  
**Eva Sidwell**  
**2194 Canyon View Dr.**  
**Grand Junction, CO 81507**



9590 9402 1216 5246 2704 33

2. Article Number (Transfer from service label)  
**7014 3490 0002 0511 7925**

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  *Eva Sidwell*  Agent  
 B. Received by (Printed Name)  **Eva Sidwell**  Addressee  
 C. Date of Delivery \_\_\_\_\_  
 D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type
- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature                               | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery           | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                               | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery            | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                           | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery       | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail                                  |   |
| <input type="checkbox"/> Insured Mail Restricted Delivery (over \$500) |   |

Domestic Return Rec

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

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**RIDGWAY, CO 81432**

Postage	\$3.45
Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$6.74

0539 05  
 Postmark Here  
 FEB - 2 2016  
 MONROSE CO 81407  
 02/02/2016  
 USPS

Sent To: James Cammack  
 Street & Apt. No., 74 Spruce Ln.  
 or PO Box No. Ridgway, CO 81432  
 City, State, ZIP+4

PS Form 3800, July 2011 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:  
 James Cammack  
 74 Spruce Ln.  
 Ridgway, CO 81432



9590 9402 1216 5246 2705 18

2. Article Number (Transfer from service label)  
 7014 3490 0002 0511 8007

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  Agent  
 B. Received by (Printed Name)  Addressee  
 C. Date of Delivery  
 D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

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

Domestic Return Receipt

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 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

**RIDGWAY, CO 81432**

Postage	\$3.45
Certified Fee	\$2.80
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$6.74

0539 05  
 Postmark Here  
 FEB - 2 2016  
 MONROSE CO 81407  
 02/02/2016  
 USPS

Sent To: Danika Gilbert  
 Street & Apt. No., 68 Aspen Glow Ln.  
 or PO Box No. Ridgway, CO 81432  
 City, State, ZIP+4

PS Form 3800, July 2011 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:  
 Danika Gilbert  
 68 Aspen Glow Ln.  
 Ridgway, CO 81432



9590 9402 1216 5246 2736 56

2. Article Number (Transfer from service label)  
 7014 3490 0002 0511 7864

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  Agent  
 B. Received by (Printed Name)  Addressee  
 C. Date of Delivery  
 D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

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

Domestic Return Receipt

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For delivery information, visit our website at [www.usps.com](http://www.usps.com)™.

**OFFICIAL USE**

Postage	\$3.45	0539
Certified Fee	\$2.80	005
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Postmark Here	9102	02/02/2016
Total Postage & Fees	\$6.74	

Sent To  
**SDG Eternity LLC**  
 Street & Apt. No., P.O. Box 5785  
 or PO Box No.  
 City, State, ZIP+4 Eagle, CO 81631

PS Form 3800, July 2014 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:  
**SDG Eternity LLC**  
**P.O. Box 5785**  
**Eagle, CO 81631**



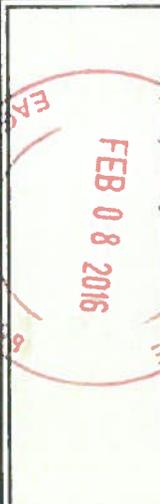
9590 9402 1216 5246 2704 40

2. Article Number (Transfer from service label)  
**7014 3490 0002 0511 7932**

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  Agent  
 Addressee
- B. Received by (Printed Name)  Date of Delivery  
*Angela Strickland*
- C. Date of Delivery  Yes  No
- D. Is delivery address different from item 1? If YES, enter delivery address below:  Yes  No



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

Domestic Return Receipt

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 Domestic Mail Only

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**OFFICIAL USE**

Postage	\$3.45	0539
Certified Fee	\$2.80	005
Return Receipt Fee (Endorsement Required)	\$0.00	
Restricted Delivery Fee (Endorsement Required)	\$0.00	
Postmark Here	9102	02-2-2016
Total Postage & Fees	\$6.74	

Sent To  
**Huntington Family Trust**  
 Street & Apt. No., 143 I St.  
 or PO Box No.  
 City, State, ZIP+4 Chula Vista, CA 91910

PS Form 3800, July 2014 See Reverse for Instructions

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:  
**Huntington Family Trust**  
**143 I St.**  
**Chula Vista, CA 91910**



9590 9402 1216 5246 2704 26

2. Article Number (Transfer from service label)  
**7014 3490 0002 0511 7911**

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  Agent  
 Addressee
- B. Received by (Printed Name)  Date of Delivery  
*Mason Huntington*
- C. Date of Delivery  Yes  No
- D. Is delivery address different from item 1? If YES, enter delivery address below:  Yes  No

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

Domestic Return Rec

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**CERTIFIED MAIL® RECEIPT**  
 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®

**DAKLAND, CA 94609**

**OPTIMAL USE**

Postage	\$3.45	Postmark Here	MONROSE CO 0539 FEB - 2 2016 02/02/2016
Certified Fee	\$2.80		
Return Receipt Fee (Endorsement Required)	\$0.00		
Restricted Delivery Fee (Endorsement Required)	\$0.00		
Total Postage & Fees	\$6.74		

Sent to **Miller Mesa LLC**  
 Street & Apt. No., **364 41st St.**  
 or PO Box No.  
 City, State, ZIP+4® **Oakland, CA 94609**

PS Form 3800, July 2011-1 See Reverse for Instructions

7987 0511 0002 3490 7014

**U.S. Postal Service™**  
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 Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®

**PARKER, CO 80134**

**OPTIMAL USE**

Postage	\$3.45	Postmark Here	MONROSE CO 0539 FEB - 2 2016 02/02/2016
Certified Fee	\$2.80		
Return Receipt Fee (Endorsement Required)	\$0.00		
Restricted Delivery Fee (Endorsement Required)	\$0.00		
Total Postage & Fees	\$6.74		

Sent to **Paula Ontiveros**  
 Street & Apt. No., **13788 Tall Oaks Loop**  
 or PO Box No.  
 City, State, ZIP+4® **Parker, CO 80134**

PS Form 3800, July 2011-1 See Reverse for Instructions

8014 0511 0002 3490 7014

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:  
**Miller Mesa LLC**  
**364 41st. St**  
**Oakland, CA 94609**



9590 9402 1216 5246 2704 95

2. Article Number (Transfer from service label)  
**7014 3490 0002 0511 7987**

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  Agent  
 *Paula Ontiveros*  Addressee
- B. Received by (Printed Name)  Date of Delivery  
*Paula Ontiveros*  *2-5-16*
- C. Date of Delivery  Yes  No
- D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below.

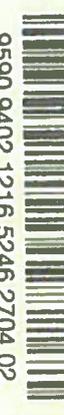
3. Service Type
- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail (over \$500)               | <input type="checkbox"/> Insured Mail Restricted Delivery           |

Domestic Return Receipt

**SENDER: COMPLETE THIS SECTION**

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

1. Article Addressed to:  
**Patricia Quandt**  
**1687 Aspen Glow Ln.**  
**Ridgway, CO 81432**



9590 9402 1216 5246 2704 02

2. Article Number (Transfer from service label)  
**7014 3490 0002 0511 7895**

PS Form 3811, July 2015 PSN 7530-02-000-9053

**COMPLETE THIS SECTION ON DELIVERY**

- A. Signature  Agent  
 *Patricia K. Quandt*  Addressee
- B. Received by (Printed Name)  Date of Delivery  
*Patricia K. Quandt*
- C. Date of Delivery  Yes  No
- D. Is delivery address different from item 1?  Yes  No  
 If YES, enter delivery address below.

3. Service Type
- |  |   |
|--|---|
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Priority Mail Express®                     |
| <input type="checkbox"/> Adult Signature Restricted Delivery     | <input type="checkbox"/> Registered Mail™                           |
| <input type="checkbox"/> Certified Mail®                         | <input type="checkbox"/> Registered Mail Restricted Delivery        |
| <input type="checkbox"/> Certified Mail Restricted Delivery      | <input type="checkbox"/> Return Receipt for Merchandise             |
| <input type="checkbox"/> Collect on Delivery                     | <input type="checkbox"/> Signature Confirmation™                    |
| <input type="checkbox"/> Collect on Delivery Restricted Delivery | <input type="checkbox"/> Signature Confirmation Restricted Delivery |
| <input type="checkbox"/> Insured Mail (over \$500)               | <input type="checkbox"/> Insured Mail Restricted Delivery           |

Domestic Return Receipt

**U.S. Postal Service™  
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Domestic Mail Only

For delivery information, visit our website at [www.usps.com](http://www.usps.com)®.

LUTZ, FL 33549

7014 3490 0002 0511 7802

Postage	\$2.80
Certified Fee	\$0.00
Return Receipt Fee (Endorsement Required)	\$0.00
Restricted Delivery Fee (Endorsement Required)	\$0.00
Total Postage & Fees	\$6.74



Sent To **Andrew Brey**  
 Street & Apt. No. or PO Box No. **904 Bromham Way**  
 City, State, ZIP+4 **Lutz, FL 33549**

PS Form 3800, July 2014 See Reverse for Instructions

SENDER: COMPLETE THIS SECTION	COMPLETE THIS SECTION ON DELIVERY																
<ul style="list-style-type: none"> <li>■ Complete items 1, 2, and 3.</li> <li>■ Print your name and address on the reverse so that we can return the card to you.</li> <li>■ Attach this card to the back of the mailpiece, or on the front if space permits.</li> </ul> <p>1. Article Addressed to:</p> <p style="text-align: center;"><b>Andrew Brey</b>  <b>904 Bromham Way</b>  <b>Lutz, FL 33549</b></p> <div style="text-align: center;">                   9590 9402 1216 5246 3053 88             </div> <p>2. Article Number (Transfer from service label)  <b>7014 3490 0002 0511 7802</b></p>	<p>A. Signature <input checked="" type="checkbox"/> <i>Andrew Brey</i> <input type="checkbox"/> Agent <input checked="" type="checkbox"/> Addressee</p> <p>B. Received by (Printed Name) _____ C. Date of Delivery _____</p> <p>D. Is delivery address different from item 1? <input type="checkbox"/> Yes                  If YES, enter delivery address below: <input type="checkbox"/> No</p> <p>3. Service Type</p> <table border="0"> <tr> <td><input type="checkbox"/> Adult Signature</td> <td><input type="checkbox"/> Priority Mail Express®</td> </tr> <tr> <td><input type="checkbox"/> Adult Signature Restricted Delivery</td> <td><input type="checkbox"/> Registered Mail™</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail®</td> <td><input type="checkbox"/> Registered Mail Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Certified Mail Restricted Delivery</td> <td><input type="checkbox"/> Return Receipt for Merchandise</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery</td> <td><input type="checkbox"/> Signature Confirmation™</td> </tr> <tr> <td><input type="checkbox"/> Collect on Delivery Restricted Delivery</td> <td><input type="checkbox"/> Signature Confirmation Restricted Delivery</td> </tr> <tr> <td><input type="checkbox"/> Insured Mail</td> <td></td> </tr> <tr> <td><input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)</td> <td></td> </tr> </table> <p style="text-align: right;">Domestic Return Receipt</p>	<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®	<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™	<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery	<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise	<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™	<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery	<input type="checkbox"/> Insured Mail		<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)	
<input type="checkbox"/> Adult Signature	<input type="checkbox"/> Priority Mail Express®																
<input type="checkbox"/> Adult Signature Restricted Delivery	<input type="checkbox"/> Registered Mail™																
<input type="checkbox"/> Certified Mail®	<input type="checkbox"/> Registered Mail Restricted Delivery																
<input type="checkbox"/> Certified Mail Restricted Delivery	<input type="checkbox"/> Return Receipt for Merchandise																
<input type="checkbox"/> Collect on Delivery	<input type="checkbox"/> Signature Confirmation™																
<input type="checkbox"/> Collect on Delivery Restricted Delivery	<input type="checkbox"/> Signature Confirmation Restricted Delivery																
<input type="checkbox"/> Insured Mail																	
<input type="checkbox"/> Insured Mail Restricted Delivery (over \$500)																	

PS Form 3811, July 2015 PSN 7530-02-000-9053

Eva Sidwell  
2194 Canyon View Drive  
Grand Junction, CO 81507  
jimnsue1965@gmail.com  
Feb 4, 2016

Ouray County Land Use Office  
111 Mail Road  
Ridgway, CO 81432

Attn: Mark Castrodale

Re:  
Amendment to Final Plat of the Elk Meadows Subdivision, Filing 2, Lot 222

Dear Sir,

I support the proposed amendment to the referenced Elk Meadows Final Plat relating to lot 222. The proposed amendment will satisfactorily resolve a long standing problem on lot 222.

Yours truly,

A handwritten signature in cursive script that reads "Eva Sidwell".

Eva Sidwell  
Lot 213, 1640 Aspen Drive, Elk Meadows

cc:  
Elk Meadows HOA  
Del-Mot Consultants, Inc.

Eva Sidwell  
2194 Canyon View Drive  
Grand Junction, CO 81507  
jimnsue1965@gmail.com  
Feb 4, 2016

Ouray County Land Use Office  
111 Mail Road  
Ridgway, CO 81432

Attn: Mark Castrodale

Re:  
Amendment to Final Plat of the Elk Meadows Subdivision, Filing 2, Lot 222

Dear Sir,

I support the proposed amendment to the referenced Elk Meadows Final Plat relating to lot 222. The proposed amendment will satisfactorily resolve a long standing problem on lot 222.

Yours truly,



Eva Sidwell  
Lot 213, 1640 Aspen Drive, Elk Meadows

cc:

✓ Elk Meadows HOA  
Del-Mot Consultants, Inc.

## Mark Castrodale

---

**From:** David Huntington <davidhuntington1932@yahoo.com>  
**Sent:** Wednesday, February 10, 2016 11:39 AM  
**To:** Elk Meadows HOA; mcastrodale@ouraycountyco.gov; Joe Lange; Maggie Guscott  
**Subject:** Elk Meadows plat amendment

The following letter has been sent to Ouray County Land Use Office

Ouray County Land Use Office

Re: Proposed Amendment to Elk Meadow subdivision, filing to, Lot 222

We, (Huntington Family Trust), are owners of Lot 221. We accept the proposed plat amendment, and urgently propose this amendment be made as expeditiously as possible.

David and Marion Huntington

Land Title Guarantee Company  
CUSTOMER DISTRIBUTION

Date: January 08, 2016

Our Order Number: OU85004030

Property Address: GREENBELT, FILING NO. 2, RIDGWAY, CO 81432

OWNERS ASSOCIATION OF ELK MEADOWS ESTATES, INC.

If you have any inquiries or require further assistance, please contact [Sheri Lilly](#)

Phone: 970-245-0550

Email Address: [slilly@ltgc.com](mailto:slilly@ltgc.com)

# Property Information Binder

## CONDITIONS AND STIPULATIONS

### 1. Definition of Terms

The following terms when used in this Binder mean:

- (a) "Land": The land described, specifically or by reference, in this Binder and improvements affixed thereto which by law constitute real property;
- (b) "Public Records"; those records which impart constructive notice of matters relating to said land;
- (c) "Date": the effective date;
- (d) "the Assured": the party or parties named as the Assured in this Binder, or in a supplemental writing executed by the Company;
- (e) "the Company" means Old Republic National Title Insurance Company, a Minnesota stock company.

### 2. Exclusions from Coverage of this Binder

The company assumes no liability including cost of defense by reason of the following:

- (a) Taxes or assessments which 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; taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
- (b) Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof; water rights, claims or title to water.
- (c) Title to any property beyond the lines of the Land, or title to streets, roads, avenues, lanes, ways or waterways on which such land abuts, or the right to maintain therein vaults, tunnels, ramps, or any other structure or improvement; or any rights or easements therein unless such property, rights or easements are expressly and specifically set forth in said description.
- (d) Mechanic's lien(s), judgment(s) or other lien(s).
- (e) Defects, liens, encumbrances, adverse claims or other matters: (a) created, suffered or agreed to by the Assured; (b) not known to the Company, not recorded in the Public Records as of the Date, but known to the Assured as of the Date; or (c) attaching or creating subsequent to the Date.

### 3. Prosecution of Actions

(a) The Company shall have the right at its own costs to institute and prosecute any action or proceeding or do any other act which in its opinion may be necessary or desirable to establish or confirm the matters herein assured; and the Company may take any appropriate action under the terms of this Binder, whether or not it shall be liable thereunder and shall not thereby concede liability or waive any provision hereof.

(b) In all cases where the Company does not institute and prosecute any action or proceeding, the Assured shall permit the Company to use, at its option, the name of the Assured for this purpose. Whenever requested by the Company, the Assured shall give the Company all reasonable aid in prosecuting such action or proceeding, and the Company shall reimburse the Assured for any expense so incurred.

### 4. Notice of Loss - Limitation of Action

A statement in writing of any loss or damage for which it is claimed the Company is liable under this Binder shall be furnished to the Company within sixty days after such loss or damage shall have been determined, and no right of action shall accrue to the Assured under this Binder until thirty days after such statement shall have been furnished, and no recovery shall be had by the Assured under this Binder unless action shall be commenced thereon with two years after expiration of the thirty day period. Failure to furnish the statement of loss or damage or to commence the action within the time hereinbefore specified, shall be conclusive bar against maintenance by the Assured of any action under this Binder.

### 5. Option to Pay, Settle or Compromise Claims

The Company shall have the option to pay, settle or compromise for or in the name of the Assured any claim which could result in loss to the Assured within the coverage of this Binder, or to pay the full amount of this Binder. Such payment or tender of payment of the full amount of the Binder shall terminate all liability of the Company hereunder.

**6. Limitation of Liability - Payment of Loss**

(a) The liability of the Company under this Binder shall be limited to the amount of actual loss sustained by the Assured because

of reliance upon the assurances herein set forth, but in no event shall the liability exceed the amount of the liability stated on the face page hereof.

(b) The Company will pay all costs imposed upon the Assured in litigation carried on by the Company for the Assured, and all costs and attorneys' fees in litigation carried on by the Assured with the written authorization of the Company.

(c) No claim for loss or damages shall arise or be maintainable under this Binder (1) if the Company after having received notice of any alleged defect, lien or encumbrance not shown as an Exception or excluded herein removes such defect, lien or encumbrance within a reasonable time after receipt of such notice, or (2) for liability voluntarily assumed by the Assured in settling any claim or suit without written consent of the Company.

(d) All payments under this Binder, except for attorney's fees as provided for in paragraph 6(b) thereof, shall reduce the amount of the liability hereunder pro tanto, and no payment shall be made without producing this Binder or an acceptable copy thereof for endorsement of the payment unless the Binder be lost or destroyed, in which case proof of the loss or destruction shall be furnished to the satisfaction of the Company.

(e) When liability has been definitely fixed in accordance with the conditions of this Binder, the loss or damage shall be payable within thirty days thereafter.

**7. Subrogation Upon Payment or Settlement**

Whenever the Company shall have settled a claim under this Binder, all right of subrogation shall vest in the Company unaffected by any act of the Assured, and it shall be subrogated to and be entitled to all rights and remedies which the Assured would have had against any person or property in respect to the claim had this Binder not been issued. If the payment does not cover the loss of the Assured, the Company shall be subrogated to the rights and remedies in the proportion which the payment bears to the amount of said loss. The Assured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect the right of subrogation, and shall permit the Company to use the name of the Assured in any transaction or litigation involving the rights or remedies.

**8. Binder Entire Contract**

Any action or actions or rights of action that the Assured may have or may bring against the Company arising out of the subject matter hereof must be based on the provisions of this Binder. No provision or condition of this Binder can be waived or changed except by a writing endorsed or attached hereto signed by the President, a Vice President, the Secretary, an Assistant Secretary or other validating officer of the Company.

**9. Notices. Where Sent**

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at 400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111.

**10. Arbitration**

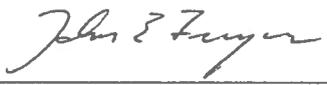
Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association.

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

This anti-fraud statement is affixed and made a part of this policy.

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

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

  
John E. Freyer, President



  
Mark Bilbrey, President

  
Rande Yeager, Secretary

Land Title Guarantee Company Representing Old Republic National Title Insurance Company

**PROPERTY INFORMATION BINDER**

Order Number: OU 85004030

Policy Number: PIB85004030.1386795

Liability: \$50,000.00

Fee: \$500.00

Subject to the exclusions from coverage, the limits of liability and other provisions of the Conditions and Stipulations hereto annexed and made a part of this Binder,

**OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**  
a Corporation, herein called the Company,

**GUARANTEES**

OWNERS ASSOCIATION OF ELK MEADOWS ESTATES, INC.

Herein called the Assured, against loss, not exceeding the liability amount stated above, which the assured shall sustain by reason of any incorrectness in the assurance which the Company hereby gives that, according to the public records as of January 06, 2016 at 5:00 P.M.

**1. Title to said estate or interest at the date hereof is vested in:**

OWNERS ASSOCIATION OF ELK MEADOWS ESTATES, INC.

**2. The estate or interest in the land hereinafter described or referred to covered by this Binder is:**

A FEE SIMPLE

**3. The land referred to in this Binder is situated in the State of Colorado, County of Ouray, described as follows:**

GREENBELT AS SHOWN ON ELK MEADOWS ESTATES SUBDIVISION  
NO. 2, ACCORDING TO THE PLAT RECORDED MARCH 14, 1978 UNDER RECEPTION NO.  
124542, COUNTY OF OURAY, STATE OF COLORADO.

**4. The following documents affect the land:**

1) THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT SUBJECT PROPERTY AND SUBJECT TO A RIGHT-OF-WAY FOR DITCHES AND CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENTS RECORDED FEBRUARY 21, 1893 IN BOOK 8 AT PAGE 509 AND RECORDED DECEMBER 30, 1909 IN BOOK 64 AT PAGE 226 AND RECORDED APRIL 22, 1970 IN BOOK 178 AT PAGE 137.

2) COVENANTS, CONDITIONS AND RESTRICTIONS, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION,

Land Title Guarantee Company Representing Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: OU 85004030

Policy Number: PIB85004030.1386795

FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN INSTRUMENT RECORDED AUGUST 21, 1972 IN BOOK 183 AT PAGE 828 AND AS TO THE AMENDMENT RECORDED JUNE 12, 1974 IN BOOK 186 AT PAGE 533.

3) EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ELK MEADOWS ESTATES SUBDIVISION NO. 2 RECORDED DECEMBER 5, 1973 UNDER RECEPTION NO. 119194 AS AMENDED BY INSTRUMENT RECORDED JULY 28, 1977 UNDER RECEPTION NO. 123448.

4) ANY BURDENS, LIENS, TAXES, CHARGES OR OBLIGATIONS, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, WHICH ARE INCURRED BY VIRTUE OF THE OWNERS' ASSOCIATION OF ELK MEADOWS, INC. AS DISCLOSED BY INSTRUMENT RECORDED JANUARY 2, 1974 IN BOOK 186 AT PAGE 355; ARTICLES OF AMENDMENT RECORDED FEBRUARY 18, 1977 IN BOOK 188 AT PAGE 703; ARTICLES OF INCORPORATION OF OWNERS' ASSOCIATION OF ELK MEADOWS ESTATES, INC., AS DISCLOSED BY INSTRUMENT RECORDED JANUARY 29, 1981 IN BOOK 197 AT PAGE 138; THIRD ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION FOR OWNERS' ASSOCIATION OF ELK MEADOWS ESTATES, INC. RECORDED JANUARY 29, 1981 IN BOOK 197 AT PAGE 146; FOURTH ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION FOR OWNER'S ASSOCIATION OF ELK MEADOWS ESTATES, INC. RECORDED AUGUST 7, 1992 IN BOOK 222 AT PAGE 365; AMENDMENT RECORDED JULY 9, 2001 AT RECEPTION NO. 175175; AMENDMENT RECORDED AUGUST 6, 2004 AT RECEPTION NO. 185419; AMENDMENT RECORDED AUGUST 6, 2004 AT RECEPTION NO. 185420, AMENDED COVENANTS RECORDED SEPTEMBER 10, 2007 UNDER RECEPTION NO. 195964 AND CORRECTION OF AMENDED COVENANTS RECORDED SEPTEMBER 12, 2007 UNDER RECEPTION NO. 196007.

5) EASEMENTS, ROADS AND GREEN BELTS AS GRANTED TO OWNERS' ASSOCIATION OF ELK MEADOWS ESTATES, INC., A NON-PROFIT CORPORATION, A COLORADO CORPORATION, IN INSTRUMENT RECORDED AUGUST 18, 1976 IN BOOK 185 AT PAGE 798; MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF OURAY RECORDED SEPTEMBER 9, 2002 AT RECEPTION NO. 178655; AGREEMENT WITH THE COUNTY OF OURAY RECORDED OCTOBER 21, 2002 AT RECEPTION NO. 179023.

6) SUBJECT TO A PRIOR RESERVATION OF 1/2 OF NET ROYALTIES FROM OIL, GAS AND MINERAL RIGHTS IN AND UNDER SAID PROPERTY AS DISCLOSED BY INSTRUMENT RECORDED AUGUST 30, 1979 IN BOOK 190 AT PAGE 783.

7) TERMS & CONDITIONS OF THE OURAY COUNTY WEED MANAGEMENT RESOLUTION RECORDED AUGUST 8, 1997 AT RECEPTION NO. 164857.

Land Title Guarantee Company Representing Old Republic National Title Insurance Company

PROPERTY INFORMATION BINDER

Order Number: OU 85004030

Policy Number: PIB85004030.1386795

- 8) TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF OURAY COUNTY ROADS MEMORANDUM OF UNDERSTANDING, RECORDED OCTOBER 21, 2002 UNDER RECEPTION NO. 179023 .
- 9) TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF OURAY COUNTY OF ROADS MEMORANDUM OF UNDERSTANDING, RECORDED SEPTEMBER 09, 2002 UNDER RECEPTION NO. 178655 .
- 10) MATTERS DISCLOSED ON IMPROVEMENT LOCATION CERTIFICATE ISSUED BY DEL-MONT CONSULTANTS CERTIFIED JULY 13, 2015, JOB NO. 15101 INCLUDING, BUT NOT LIMITED TO ENCROACHMENT OF HOUSE, WALKWAY, GARAGE AND PROPANE TANK INTO THE GREENBELT. SAID DOCUMENT STORED AS OUR ESI 25856583.
- 11) DEED OF TRUST DATED NOVEMBER 04, 2009, FROM OWNERS ASSOCIATION OF ELK MEADOWS ESTATES, INCORPORATED TO THE PUBLIC TRUSTEE OF OURAY COUNTY FOR THE USE OF UNITED STATES OF AMERICA, ACTING THROUGH THE UNITED STATES DEPARTMENT OF AGRICULTURE TO SECURE THE SUM OF \$1,161,000.00 RECORDED NOVEMBER 06, 2009, UNDER RECEPTION NO. 201971. ASSIGNMENT OF INCOME RECORDED NOVEMBER 6, 2009 UNDER RECEPTION NO. 201972.



Customer Distribution

Our Order Number: OU85004001

Date: 12-07-2015

Property Address: 44 ASPEN GLOW LN, RIDGWAY, CO 81432

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**For Closing Assistance**

Jeanne Boots  
218 SHERMAN  
PO BOX 276  
RIDGWAY, CO 81432  
970-626-3157 (phone)  
866-360-3273 (fax)  
jboots@ltgc.com

**Closer's Assistant**

JEFF BURGESS  
218 SHERMAN  
PO BOX 276  
RIDGWAY, CO 81432  
970-626-3157 (phone)  
877-346-4104 (fax)  
jburgess@ltgc.com

**For Title Assistance**

SHERI LILLY  
1561 OXBOW DR #200  
MONTROSE, CO 81401  
970-245-0550 (phone)  
970-249-1657 (fax)  
slilly@ltgc.com

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**Buyer/Borrower**

LANCE PATRICK FITZGERALD  
Delivered via: Electronic Mail

**Agent for Seller**

BLUEBIRD REALTY & MANAGEMENT SERVICES  
Attention: WILLIAM CHIPLEY  
PO BOX 736  
RIDGWAY, CO 81432  
970-708-1046 (work)  
970-626-5429 (work fax)  
bchip@cobluebirdrealty.com  
Delivered via: Electronic Mail

**Seller/Owner**

LAW FAMILY TRUST 3-16-95  
Delivered via: Electronic Mail

**Agent for Buyer**

BLUEBIRD REALTY & MANAGEMENT SERVICES  
Attention: WILLIAM CHIPLEY  
PO BOX 736  
RIDGWAY, CO 81432  
970-708-1046 (work)  
970-626-5429 (work fax)  
bchip@cobluebirdrealty.com  
Delivered via: Electronic Mail



## Wire Instructions

**"Per Colorado Good Funds Statute, Land Title cannot accept funds in the form of a personal check or an ACH payment"**

Bank: ALPINE BANK OURAY  
Address: PO BOX 969  
917 MAIN STREET  
OURAY, CO 81427  
Phone: 970-325-4200  
ABA No: 102103407  
Account: 1270117549  
Attention: Jeanne Boots  
Reference OU85004001

\*If any of the above information is missing, the wire will be returned to sender.



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: OU85004001

Date: 12-07-2015

Property Address: 44 ASPEN GLOW LN, RIDGWAY, CO 81432

Buyer/Borrower: LANCE PATRICK FITZGERALD

Seller: LAW FAMILY TRUST, DATED MARCH 16, 1995

Visit Land Title's website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

Estimate of Title Insurance Fees	
Owners Extended on ALTA-06	\$945.00
ALTA Loan Policy 06-17-06	\$379.00
Endorsement ALTA 8.1-06	\$0.00
Endorsement ALTA 5-06 (115.2-06)	\$0.00
Endorsement 100-06	\$0.00
Tax Certificate	\$21.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Total</b>	<b>\$1,345.00</b>
<b>THANK YOU FOR YOUR ORDER!</b>	

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: OU85004001

Customer Ref-Loan No.:

**Property Address:**

44 ASPEN GLOW LN, RIDGWAY, CO 81432

**1. Effective Date:**

12-03-2015 At 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

Owner's Extended Coverage Policy - ALTA Owner's                    \$185,000.00  
Policy 06-17-06  
(For Residential Land)  
Proposed Insured:  
LANCE PATRICK FITZGERALD

"ALTA" Loan Policy 06-17-06     \$184,500.00  
Proposed Insured:  
A LENDER TO BE DETERMINED

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A FEE SIMPLE

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

LAW FAMILY TRUST, DATED MARCH 16, 1995

**5. The Land referred to in this Commitment is described as follows:**

LOT 222, ELK MEADOWS ESTATES SUBDIVISION  
NO. 2, ACCORDING TO THE PLAT RECORDED MARCH 14, 1978 UNDER RECEPTION NO.  
124542, COUNTY OF OURAY, STATE OF COLORADO.

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**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B-1**

**(Requirements)**

Order Number: OU85004001

The following are the requirements to be complied with:

**Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

**Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:**

1. PROVIDE LAND TITLE GUARANTEE COMPANY WITH A CURRENT IMPROVEMENT LOCATION CERTIFICATE OF SUBJECT PROPERTY. THIS REQUIREMENT IS NECESSARY TO DELETE STANDARD EXCEPTIONS 1 THROUGH 3. UPON REVIEW, ADDITIONAL REQUIREMENTS AND/OR EXCEPTIONS MAY BE NECESSARY.

NOTE: ANY MATTERS DISCLOSED BY SAID IMPROVEMENT LOCATION CERTIFICATE WILL BE REFLECTED ON SAID POLICY(S) TO BE ISSUED HEREUNDER.

NOTE: LAND TITLE IS NOT RESPONSIBLE FOR ORDERING SAID IMPROVEMENT LOCATION CERTIFICATE.

2. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR LAW FAMILY TRUST, DATED MARCH 16, 1995 RECORDED JANUARY 24, 2006 AT RECEPTION NO. 190362 IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES JERRY L. LAW AND JULIE A. LAW AS THE TRUSTEES AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY. IF THIS INFORMATION IS NOT ACCURATE, A CURRENT STATEMENT OF AUTHORITY MUST BE RECORDED.

3. RELEASE OF DEED OF TRUST DATED JULY 21, 1995 FROM LAW FAMILY TRUST, DATED MARCH 16, 1995 TO THE PUBLIC TRUSTEE OF OURAY COUNTY FOR THE USE OF MARY SEOLAS TO SECURE THE SUM OF \$72,000.00 RECORDED AUGUST 14, 1995, UNDER RECEPTION NO. 160003.
4. WARRANTY DEED FROM LAW FAMILY TRUST, DATED MARCH 16, 1995 TO LANCE PATRICK FITZGERALD CONVEYING SUBJECT PROPERTY.
5. DEED OF TRUST FROM LANCE PATRICK FITZGERALD TO THE PUBLIC TRUSTEE OF OURAY COUNTY FOR THE USE OF A LENDER TO BE DETERMINED TO SECURE THE SUM OF \$184,500.00.

NOTE: ITEMS 1-3 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED FROM THE MORTGAGEE'S POLICY. ITEM 4 OF THE STANDARD EXCEPTIONS WILL BE DELETED UPON RECEIPT OF A SATISFACTORY LIEN AFFIDAVIT. FORM 100 WILL BE ATTACHED TO THE MORTGAGEE'S POLICY WHEN ISSUED.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN THE LIEN AFFIDAVIT AT CLOSING.

REQUIREMENTS TO PROVIDE OWNER'S EXTENDED COVERAGE IN THE OWNER'S POLICY TO BE ISSUED

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, AND A SURVEY OF THE LAND, EXCEPTIONS 1 THROUGH 4

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B-1**

**(Requirements)**

**Order Number:** OU85004001

**The following are the requirements to be complied with:**

OF THE STANDARD EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT AND SURVEY WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, EXCEPTION NO. 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, EXCEPTION NO. 6 OF THE STANDARD EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2015 AND SUBSEQUENT YEARS.

**Old Republic National Title Insurance Company  
Schedule B-2**

**(Exceptions)**

Order Number: OU85004001

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. 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. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

The Owner's Extended Coverage Policy will automatically increase coverage by 10 percent on each of the first five anniversaries of the policy date, at no additional charge.

8. THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT SUBJECT PROPERTY AND SUBJECT TO A RIGHT-OF-WAY FOR DITCHES AND CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENTS RECORDED FEBRUARY 21, 1893 IN BOOK 8 AT PAGE 509 AND RECORDED DECEMBER 30, 1909 IN BOOK 64 AT PAGE 226 AND RECORDED APRIL 22, 1970 IN BOOK 178 AT PAGE 137.
9. COVENANTS, CONDITIONS AND RESTRICTIONS, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS SET FORTH IN INSTRUMENT RECORDED AUGUST 21, 1972 IN BOOK 183 AT PAGE 828 AND AS TO THE AMENDMENT RECORDED JUNE 12, 1974 IN BOOK 186 AT PAGE 533.
10. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ELK MEADOWS ESTATES SUBDIVISION NO. 2 RECORDED DECEMBER 5, 1973 UNDER RECEPTION NO. 119194 AS AMENDED BY INSTRUMENT RECORDED JULY 28, 1977 UNDER RECEPTION NO. 123448 AND ON THE REPLAT OF LOTS 230 & 231, ELK MEADOWS ESTATES SUBDIVISION NO. 2 RECORDED MARCH 14, 1978 UNDER RECEPTION NO. 124542.

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: OU85004001

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

11. ANY BURDENS, LIENS, TAXES, CHARGES OR OBLIGATIONS, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, WHICH ARE INCURRED BY VIRTUE OF THE OWNERS' ASSOCIATION OF ELK MEADOWS, INC. AS DISCLOSED BY INSTRUMENT RECORDED JANUARY 2, 1974 IN BOOK 186 AT PAGE [355](#); ARTICLES OF AMENDMENT RECORDED FEBRUARY 18, 1977 IN BOOK 188 AT PAGE [703](#); ARTICLES OF INCORPORATION OF OWNERS' ASSOCIATION OF ELK MEADOWS ESTATES, INC., AS DISCLOSED BY INSTRUMENT RECORDED JANUARY 29, 1981 IN BOOK 197 AT PAGE [138](#); THIRD ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION FOR OWNERS' ASSOCIATION OF ELK MEADOWS ESTATES, INC. RECORDED JANUARY 29, 1981 IN BOOK 197 AT PAGE [146](#); FOURTH ARTICLES OF AMENDMENT TO ARTICLES OF INCORPORATION FOR OWNER'S ASSOCIATION OF ELK MEADOWS ESTATES, INC. RECORDED AUGUST 7, 1992 IN BOOK 222 AT PAGE [365](#); AMENDMENT RECORDED JULY 9, 2001 AT RECEPTION NO. [175175](#); AMENDMENT RECORDED AUGUST 6, 2004 AT RECEPTION NO. [185419](#); AMENDMENT RECORDED AUGUST 6, 2004 AT RECEPTION NO. [185420](#), AMENDED COVENANTS RECORDED SEPTEMBER 10, 2007 UNDER RECEPTION NO. [195964](#) AND CORRECTION OF AMENDED COVENANTS RECORDED SEPTEMBER 12, 2007 UNDER RECEPTION NO. [196007](#).
12. EASEMENTS, ROADS AND GREEN BELTS AS GRANTED TO OWNERS' ASSOCIATION OF ELK MEADOWS ESTATES, INC., A NON-PROFIT CORPORATION, A COLORADO CORPORATION, IN INSTRUMENT RECORDED AUGUST 18, 1976 IN BOOK 185 AT PAGE [798](#); MEMORANDUM OF UNDERSTANDING WITH THE COUNTY OF OURAY RECORDED SEPTEMBER 9, 2002 AT RECEPTION NO. [178655](#); AGREEMENT WITH THE COUNTY OF OURAY RECORDED OCTOBER 21, 2002 AT RECEPTION NO. [179023](#).
13. SUBJECT TO A PRIOR RESERVATION OF 1/2 OF NET ROYALTIES FROM OIL, GAS AND MINERAL RIGHTS IN AND UNDER SAID PROPERTY AS DISCLOSED BY INSTRUMENT RECORDED AUGUST 30, 1979 IN BOOK 190 AT PAGE [783](#).
14. TERMS & CONDITIONS OF THE OURAY COUNTY WEED MANAGEMENT RESOLUTION RECORDED AUGUST 8, 1997 AT RECEPTION NO. [164857](#).
15. ENCROACHMENT AS LISTED ON THE CONTRACT TO BUY AND SELL REAL ESTATE. UPON RECEIPT OF THE ILC THIS EXCEPTION MAYBE ALTERED



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- ▶ applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- ▶ your transactions with, or from the services being performed by, us, our affiliates, or others;
- ▶ a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- ▶ the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- ▶ We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- ▶ We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- ▶ Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- ▶ We regularly access security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



LAND TITLE GUARANTEE COMPANY  
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION

DISCLOSURE STATEMENTS

**Note:** Pursuant to CRS 10-11-122, notice is hereby given that:

- A) The Subject real property may be located in a special taxing district.
- B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property)
- C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 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 of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 3-5-1, Paragraph G 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". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B-2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

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

**Note:** 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.



Commitment to Insure

## ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

### CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [www.alta.org](http://www.alta.org).

### STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue  
Suite 600  
Denver, Colorado 80206  
303-321-1880

  
John E. Freyer  
President  
Authorized Officer or Agent



Old Republic National Title Insurance Company  
a Stock Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401  
(612)371-1111

  
Mark Bilbrey  
President

  
Randa Yeager  
Secretary

AMERICAN  
LAND TITLE  
ASSOCIATION



[Back to normal view](#)

Query: AccountNumID = R001297

Showing 1 result on 1 page

Account#	Summary	Picture
<a href="#">R001297</a>	<p><b>451705112001 OWNERS ASSOCIATION OF ELK MEADOWS ESTATES INC</b></p> <p>1811 ASPEN DR Ridgway 81432</p> <p>Subd: ELK MEADOWS ESTATES SUBDIVISION NO. 1 ROADS, GREENBELT AREA, EASEMENTS AND WATER DISTRIBUTION SYSTEM IN ELK MEADOWS ESTATES #1 Subd: ELK MEADOWS ESTATES SUBDIVISION NO. 2 Subd: ELK MEADOWS E...</p>	

**Account: R001297**

**Tax Summary**

<b>Tax Year</b>	<b>Tax Due</b>	<b>Interest Due</b>	<b>Penalty Due</b>	<b>Misc Due</b>	<b>Lien Due</b>	<b>Lien Interest Due</b>	<b>Total Due</b>
2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

No detail information is available.

[Back to normal view](#)

Query: AccountNumID = R001308

Showing 1 result on 1 page

Account# Summary

Picture

R001308

**451705106016** LAW FAMILY  
TRUST 3-16-95

44 ASPEN  
GLOW LN  
Ridgway 81432

Subd: ELK MEADOWS  
ESTATES SUBDIVISION NO. 2  
Lot: 222 S: 5 T: 44 R: 8



**Account: R001308****Tax Summary**

Tax Year	Tax Due	Interest Due	Penalty Due	Misc Due	Lien Due	Lien Interest Due	Total Due
2014	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00

**Tax Details**

Tax Year	Type	Effective Date	Amount	Balance
2014	Tax Payment	06/15/2015	\$297.70	\$0.00
2014	Tax Payment	02/28/2015	\$297.70	\$0.00
2014	Tax	01/16/2015	\$595.40	\$0.00
2013	Tax Payment	06/09/2014	\$298.70	\$0.00
2013	Tax Payment	02/28/2014	\$298.70	\$0.00
2013	Tax	01/01/2014	\$597.40	\$0.00
2012	Tax Payment	07/16/2013	\$852.52	\$0.00
2012	Interest	07/16/2013	\$25.58	\$0.00
2012	Interest Payment	07/16/2013	\$25.58	\$0.00
2012	Tax	01/01/2013	\$852.52	\$0.00
2011	Tax Payment	06/11/2012	\$421.00	\$0.00
2011	Tax Payment	02/29/2012	\$421.00	\$0.00
2011	Tax	01/01/2012	\$842.00	\$0.00
2010	Tax Payment	06/15/2011	\$467.75	\$0.00
2010	Tax Payment	02/28/2011	\$467.75	\$0.00
2010	Tax	01/01/2011	\$935.50	\$0.00
2009	Tax Payment	06/11/2010	\$474.40	\$0.00
2009	Tax Payment	02/23/2010	\$474.40	\$0.00
2009	Tax	01/01/2010	\$948.80	\$0.00
2008	Tax Payment	06/15/2009	\$444.90	\$0.00
2008	Tax Payment	02/27/2009	\$444.90	\$0.00
2008	Tax	01/01/2009	\$889.80	\$0.00
2007	Tax Payment	06/13/2008	\$418.65	\$0.00
2007	Tax Payment	02/29/2008	\$418.65	\$0.00
2007	Tax	01/01/2008	\$837.30	\$0.00
2006	Tax Payment	04/30/2007	\$651.22	\$0.00
2006	Tax	01/01/2007	\$651.22	\$0.00
2005	Tax Payment	06/14/2006	\$326.54	\$0.00
2005	Tax Payment	02/28/2006	\$326.54	\$0.00
2005	Tax	01/01/2006	\$653.08	\$0.00
2004	Tax Payment	04/14/2005	\$673.28	\$0.00
2004	Tax	01/01/2005	\$673.28	\$0.00
2003	Tax Payment	06/14/2004	\$328.44	\$0.00
2003	Tax Payment	02/19/2004	\$328.44	\$0.00
2003	Tax	01/01/2004	\$656.88	\$0.00
2002	Tax Payment	06/15/2003	\$367.58	\$0.00
2002	Tax Payment	02/26/2003	\$367.58	\$0.00
2002	Tax	01/01/2003	\$735.16	\$0.00
2001	Tax Payment	06/06/2002	\$368.11	\$0.00
2001	Tax Payment	02/28/2002	\$368.11	\$0.00

2001	Tax	01/01/2002	\$736.22	\$0.00
2000	Tax Payment	04/27/2001	\$728.27	\$0.00
2000	Tax	01/01/2001	\$728.27	\$0.00
1999	Tax Payment	04/30/2000	\$678.92	\$0.00
1999	Tax	01/01/2000	\$678.92	\$0.00
1998	Tax Payment	06/11/1999	\$385.17	\$0.00
1998	Tax Payment	02/28/1999	\$385.18	\$0.00
1998	Tax	01/01/1999	\$770.35	\$0.00
1997	Tax Payment	05/21/1998	\$385.30	\$0.00
1997	Tax Payment	02/26/1998	\$385.30	\$0.00
1997	Tax	01/01/1998	\$770.60	\$0.00

Sent: Thu 2/11/2016 11:49 AM

**From:** Jeannine Casolari <jcasolari@ouraycountyco.gov>  
**To:** 'Mark Castrodale'; 'Marti Whitmore'  
**Cc:**  
**Subject:** RE: County Treasurer Certificate on Plat

Mark,

Per our phone conversation, there are no delinquent taxes due, and no tax liens on the properties R1297 and R1308.

Jeanne

USDA-RD  
Form RD 1927-1 CO  
(Rev.11-95)

Position 5

REAL ESTATE DEED OF TRUST FOR COLORADO

THIS DEED OF TRUST is made and entered into by and between OWNERS ASSOCIATION OF ELK MEADOWS ESTATES, INCORPORATED residing in OURAY County, Colorado, whose address is 1000 Aspen Drive, Ridgway, Colorado 81432, a grantor(s) herein called "Borrower," and the Public Trustee of Ouray County, State of Colorado, herein called "Trustee," and the United States of America, acting through the United States Department of Agriculture, as beneficiary, herein called the "Government," and:

WHEREAS Borrower is indebted to the Government as evidenced by one or more promissory notes, or assumption agreements or any shared appreciation agreement or recapture agreement, herein called "note," which has been executed by Borrower, is payable to the order of the Government, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by Borrower, and is described as follows:

<i>Date of Instrument</i>	<i>Principal Amount</i>	<i>Annual Rate of Interest</i>	<i>Due Date of Final Installment</i>
November 4, 2009	\$1,161,000.00	4.125%	November 4, 2049

(The interest rate for limited resource farm ownership or limited resource operating loan(s) secured by this instrument may be increased as provided in the Government regulations and the note.)

And the note evidences a loan to Borrower, and the Government, at any time, may assign the note and insure the payment thereof pursuant to the Consolidated Farm and Rural Development Act, Title V of the Housing Act of 1949, or any other statutes administered by the Government;

And it is the purpose and intent of this instrument that, among other things, at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the note, this instrument shall secure payment of the note; but when the note is held by an insured holder, this instrument shall not secure payment of the note or attach to the debt evidenced thereby, but as to the note and such debt shall constitute an indemnity mortgage to secure the Government against loss under its insurance contract by reason of any default by Borrower;

And this instrument also secures the recapture of any deferred principal and interest or of any interest credit and subsidy which may be granted to the Borrower by the Government pursuant to 42 U.S.C. §§ 1472 (g) or 1490a, respectively, or any amount due under any Shared Appreciation/Recapture Agreement entered into pursuant to 7 U.S.C. § 2001.

NOW, THEREFORE, in consideration of the loans, Borrower does hereby grant, bargain, sell, convey, and assign unto trustee with

General warrant the following-described property situated in the County(ies) of Ouray, State of Colorado:

See Attached Legal Description

together with all rights (including the rights to mining products, gravel, oil, gas, coal or other minerals), interests, easements, hereditaments and appurtenances thereunto belonging, the rents, issues, and profits thereof and revenues, income, and insurance proceeds therefrom, all improvements and personal property now or later attached thereto or reasonably necessary to the use thereof, including, but not limited to, ranges, refrigerators, clothes washers, clothes dryers, or carpeting purchased or financed in whole or in part with loan funds, all water, water rights, and water stock pertaining thereto, and all payments at any time owing to Borrower by virtue of any sale, lease, loss by fire or other hazard, transfer, conveyance or condemnation of any part thereof or interest there in-all which are herein called "the property;"

TO HAVE AND TO HOLD the property unto Trustee, Trustee's successors, grantees and assigns forever and in fee simple;

IN TRUST, NEVERTHELESS, (a) at all times when the note is held by the Government, or in the event the Government should assign this instrument without insurance of the payment of the note, to secure prompt payment of the note and any renewals and extensions thereof and any agreements contained therein, including any provision for the payment of an insurance or other charge, (b) at all times when the note is held by an insured holder, to secure performance of Borrower's agreement herein to indemnify and save harmless the Government against loss under its insurance contract by reason of any default by Borrower, and (c) in any event and at all times to secure the prompt payment of all advances and expenditures made by the Government, with interest, as hereinafter described, and the performance of every covenant and agreement of Borrower contained herein or in any supplementary agreement.

BORROWER for Borrower's self, Borrower's heirs, executors, administrators, successors and assigns WARRANTS the title to the property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations, or conveyances specified hereinabove, and COVENANTS AND AGREES as follows:

(1) To pay promptly when due any indebtedness to the Government hereby secured and to indemnify and save harmless the Government against any loss under its insurance of payment of the note by reason of any default by Borrower. At all times when the note is held by an insured holder, Borrower shall continue to make payments on the note to the Government, as collection agent for the holder.

(2) To pay the Government such fees and other charges as may now or hereafter be required by regulations of the Government.

(3) If required by the Government, to make additional monthly payments of 1/12 of the estimated annual taxes, assessments, insurance premiums and other charges upon the mortgaged premises.

(4) Whether or not the note is insured by the Government, the Government may at any time pay any other amounts including advances for payment of prior and/or junior liens, required herein to be paid by Borrower and not paid by Borrower when due, as well as any costs and expenses for the preservation, protection, or enforcement of this lien, as advances for Borrower's account. All such advances shall bear interest at the rate borne by the note which has the highest interest rate.

(5) All advances by the Government, including advances for payment of prior and/or junior liens, in addition to any advances required by the terms of the note, as described by this instrument, with interest shall be immediately due and payable by Borrower to the Government without demand at the place designated in the latest note and shall be secured hereby. No such advance by the Government shall relieve Borrower from breach of Borrower's covenant to pay. Any payment made by Borrower may be applied on the note or any indebtedness to the Government secured hereby' in any order the Government determines.

(6) To use the loan evidenced by the note solely for purposes authorized by the Government.

(7) To pay when due all taxes, liens, judgments, encumbrances, and assessments against the property, including all charges and assessments in connection with water, water rights, and water stock pertaining to or reasonably necessary to the use of the real property described above, and promptly deliver to the Government without demand receipts evidencing such payments.

(8) To keep the property insured as required by and under insurance policies approved by the Government and, at its request, to deliver such policies to the Government.

(9) To maintain improvements in good repair and make repairs required by the Government; operate the property in a good and husbandmanlike manner; comply with such farm conservation practices and farm and home management plans as the Government from time to time may prescribe; and not to abandon the property, or cause or permit waste, lessening or impairment of the security covered hereby or, without the written consent of the Government, cut, remove, or lease any timber, gravel, oil, gas, coal, or other minerals except as may be necessary for ordinary domestic purposes.

(10) To comply with all laws, ordinances, and regulations affecting the property.

(11) To pay or reimburse the Government for expenses reasonably necessary or incidental to the protection of the lien and priority hereof and to the enforcement of or the compliance with the provisions hereof and of the note and any supplementary agreement (whether before or after default), including but not limited to cost of evidence of title to and survey of the property, costs of recording this and other instruments, attorneys' fees, trustees' fees, court costs, and expenses of advertising, selling, or conveying the property.

(12) Except as otherwise provided by the Government regulations, neither the property nor any portion thereof or interest therein shall be leased, assigned, sold, transferred, or encumbered, voluntarily or otherwise, without the written consent of the Government. The Government shall have the sole and exclusive rights as beneficiary here under, including but not limited to the power to grant consents, partial releases, subordination, and satisfaction, and no insured holder shall have any right, title or interest in or to the lien or any benefits hereof.

(13) At all reasonable times the Government and its agents may inspect the property to ascertain whether the covenants and agreements contained herein or in any supplementary agreement are being performed.

(14) The Government may (a) adjust the interest rate, payment, terms or balance due on the loan, (b) increase the mortgage by an amount equal to deferred interest on the outstanding principal balance, (c) extend or defer the maturity of, and renew and reschedule the payments on, the debt evidenced by the note or any indebtedness to the Government secured by this instrument, (d) release any party who is liable under the note or for the debt from liability to the Government, (e) release portions of the property and subordinate its lien, and (f) waive any other of its rights under this instrument. Any and all this can and will be done without affecting the lien or the priority of this instrument or Borrower's or any other party's liability to the Government for payment of the note or debt secured by this instrument unless the Government says otherwise in writing. HOWEVER, any forbearance by the Government-whether once or often-in exercising any right or remedy under this instrument, or otherwise afforded by applicable law, shall not be a waiver of or preclude the exercise of any such right or remedy.

(15) Default hereunder shall constitute default under any other real estate, or under any personal property or other security instrument held or insured by the Government and executed or assumed by Borrower, and default under any such other security instrument shall constitute default hereunder.

(16) If at any time it shall appear to the Government that Borrower may be able to obtain a loan from a production credit association, a Farm Credit Bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, Borrower will, upon the Government's request, apply for and accept such loan in sufficient amount to pay the note and any indebtedness secured hereby and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such loan.

(17) SHOULD DEFAULT occur in the performance or discharge of any obligation in this instrument or secured by this instrument, or should the parties named as Borrower die or be declared incompetent, or should any one of the parties named as Borrower be discharged in bankruptcy or declared an insolvent, or make an assignment for the benefit of creditors, the Government, at its option, with or without notice, may: (a) declare the entire amount unpaid under the note and any indebtedness to the Government hereby secured immediately due and payable, (b) for the account of Borrower incur and pay reasonable expenses for repair or maintenance of and take possession of, operate or rent the property, (c) collect the rentals and other income and profits from the property whether or not a receiver shall have been appointed, but shall not be required or be liable for failure to collect rent or other income, and shall be held accountable for only such amounts as are actually received, (d) upon application by it and production of this instrument, without other evidence and without notice of hearing of said application, have a receiver appointed for the property, with the usual powers of receivers in like cases, and (e) authorize and request Trustee to foreclose this instrument and sell the property as prescribed by law or herein, and (f) require Borrower to surrender to Trustee for the benefit of the Government any and all abstracts of title then owned by Borrower covering all or any part of the property.

(18) Upon default by Borrower as aforesaid, the Government is hereby irrevocably authorized and empowered to foreclose by action or at its option without notice to file with Trustee a notice and demand in writing as provided by law whereupon Trustee shall foreclose this deed of trust and sell and dispose of the property and of all Borrower's right, title, and interest therein, at public auction at the front door of the Courthouse in the county seat of the County where the property lies, or on the property or any part thereof, or in any other place then authorized by law, as specified in the notice of such sale, for the highest and best price the property will bring, in cash or secured credit at the option of the Government, four weeks public notice having been previously given of the time and place of such sale by advertisement weekly in some newspaper of general circulation at the time published in said county or upon such other notice as may then be required by law, and Trustee shall issue, execute, and deliver a Certificate of Purchase, Trustees' Deed, or Certificate of Redemption in the manner provided by law, to the person entitled thereto. At foreclosure or other sale of all or any part of the property, the Government and its agents may bid and purchase as a stranger.

(19) The proceeds of foreclosure sale shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions hereof, (b) any prior liens required by law or a competent court to be so paid, (c) the debt evidenced by the note and all indebtedness to the Government secured hereby, (d) inferior liens of record required by law or a competent court to be so paid, (e) at the Government's option, any other indebtedness of Borrower owing to or insured by the Government, and (f) any balance to Borrower. In case the Government is the successful bidder at foreclosure or other sale of all or any part of the property, the Government may pay its share of the purchase price by crediting such amount on any debts of Borrower owing to or insured by the Government, in the order prescribed above.

(20) All powers and agencies granted in this instrument are coupled with an interest and are irrevocable by death or otherwise; and the rights and remedies provided in this instrument are cumulative to remedies provided by law.

(21) Borrower agrees that the Government will not be bound by any present or future State laws, (a) providing for homestead or exemption of the property, (b) prohibiting maintenance of an action for a deficiency judgment or limiting the amount thereof or the time within which such action must be brought, (c) prescribing any other statute of limitations, (d) allowing any right of redemption, (e) requiring possession of the property or appointment of a receiver before the Government is entitled to rents, or (i) limiting the conditions which the Government may by regulation impose, including the interest rate it may charge, as a condition of approving a transfer of the property to a new Borrower. Borrower expressly waives the benefit of any such State laws.

(22) Borrower further agrees that the loan(s) secured by this instrument will be in default should any loan proceeds be used for a purpose that will contribute to excessive erosion of highly erodible land or to the conversion of wetlands to produce an agricultural commodity, as provided in 7 C.F.R. Part 1940, subpart G, exhibit M.

(23) If any part of the loan for which this instrument is given shall be used to finance the purchase, construction, or repair of property to be used as an owner-occupied dwelling (herein called "the dwelling") and if Borrower intends to sell or rent the dwelling and has obtained the Government's consent to do so (a) neither Borrower nor anyone authorized to act for Borrower will, after receipt of a bona fide offer, refuse to negotiate for the sale or rental of the dwelling or will otherwise make unavailable or deny the dwelling to anyone because of race, color, religion, sex, national origin, handicap, familial status, or age, and (b) Borrower recognizes as illegal and hereby disclaims, and will not comply with or attempt to enforce any restrictive covenants on the dwelling relating to race, color, religion, sex, national origin, handicap, familial status or age.

(24) Notices given hereunder shall be sent by certified mail, unless otherwise required by law, and addressed, unless and until some other address is designated in a notice so given, in the case of the Government to 655 Parfet Street, Rm E-100, Lakewood, Colorado 80215, and in the case of Borrower at the address shown in the Government Office records (which normally will be the same as the post office address shown above).

(25) This instrument shall be subject to the present regulations of the Government and to its future regulations not inconsistent with the express provisions hereof.

(26) Borrower has assigned or waived or will immediately, on request of the Government, assign or waive in favor of the Government all grazing privileges, permits, licenses, or leases, appurtenant to or used in connection with the land, and Borrower further covenants and agrees to procure renewals thereof prior to their expiration and to pay all fees and charges and to perform all acts and do all things necessary to keep and preserve all said grazing rights and all renewals thereof, and in the event of the failure of Borrower to do any of these things the Government may do so on behalf of Borrower including advancing such sums as may be necessary for the purpose, and such funds advance shall be secured by this instrument.

(27) If any provision of this instrument or application thereof to any person or circumstances is held invalid, such invalidity will not affect other provisions or applications of the instrument which can be given effect without the invalid provision or application, and to that end the provisions hereof are declared to be severable.

(28) The property described herein was obtained or improved through Federal financial assistance. This property is subject to the provisions of Title VI of the Civil Rights Act of 1964, the Rehabilitation Act of 1973, and the regulations issued pursuant thereto for so long as the property continues to be used for the same or similar purpose for which financial assistance was extended or for as long as the purchaser owns it, whichever is longer.

(29) This instrument also secures the obligations and covenants of Borrower set forth in Borrower's Loan Resolution Security Agreement dated July 7, 2007, which are hereby incorporated herein by reference.

WITNESS the hand(s) and seal(s) of Borrower this 4TH DAY OF NOVEMBER, 2009

  
By: President  
Owners Association of Elk Meadows Estates, Incorporated  
\_\_\_\_\_  
(SEAL)  
\_\_\_\_\_  
(SEAL)

Attest  
By: Patricia Brenneis  
Secretary of the Board





ASSIGNMENT OF INCOME

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, OWNERS ASSOCIATION OF ELK MEADOWS ESTATES, INC. has made, executed and delivered to the United States of America, acting through the Rural Utilities Service, United States Department of Agriculture, herein called the "Government", a certain promissory note dated 11/4/09 in the amount of \$1,161,000.00, by a Deed of Trust being recorded on the date of recordation of this instrument in the records of OURAY, County, Colorado, upon the following described real estate situate in the County of OURAY, State of Colorado, to-wit:

See Exhibit A

WHEREAS, the Government has required as additional security an assignment of Income, profits, income derived from the above described real estate in case of default in the payment of any sums due under the above described note(s) and Deed of Trust, including payment of taxes and insurance payments, and as further security for the performance of all of the terms and conditions expressed in the note(s) and Deed of Trust above described.

NOW, THEREFORE, in consideration of the loan(s) made and/or being made and for other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned does hereby, in case of default of the payment of said indebtedness or any part thereof, or failure to comply with any of the terms of the notes and Deed of Trust, assign, transfer and set over unto the Government above described, or the holder of said notes, all Income, profits, income derived from the premises above described and from the buildings and improvements thereon, together with all rights of possession, with full and complete authority and right in the Government or any subsequent holder, to demand, collect, receive and receipt for such Income, profits, income, and to take possession of the premises without requiring the appointment of a receiver therefor, to rent and manage the same from time to time and to apply the proceeds derived therefrom, after payment of all costs of collections and all fees and other costs, upon the said indebtedness as therein provided until all delinquencies, advances and the indebtedness secured by the Deed of Trust and this Assignment are paid in full or until title is obtained through foreclosure or otherwise.

A release of the Deed of Trust shall release this Assignment of Income.

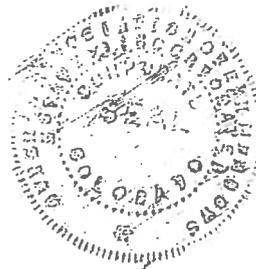
Executed this 4<sup>TH</sup> day of NOVEMBER 2009

OWNERS ASSOCIATION OF ELK MEADOWS ESTATES, INC.

By:   
MICHAEL BRYSON, PRESIDENT

Attest

By: Patricia Brenneis  
PATRICIA BRENNIS, SECRETARY



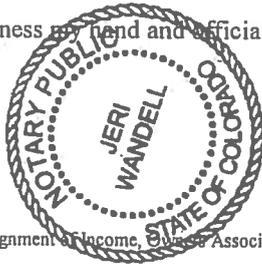
ACKNOWLEDGMENT

STATE OF COLORADO )  
 ) ss.  
COUNTY OF Montrose )

The foregoing Assignment of Income was acknowledged before me this 4<sup>th</sup> day of November 2009, by Michael Bryson  
(NAME)  
President, Owners Association of Elk Meadows Estates, Inc.  
(TITLE)

My commission expires: 4-10-10

Witness my hand and official seal.



Jeri Wandell  
Notary Public

(Assignment of Income, Owners Association of Elk Meadows Estates, Inc.)

Attached Legal Description to Deed of Trust Dated 11/4/09

**PARCEL A:**

All roads and green belts as shown on all plats of record for Elk Meadows Estates Subdivision No 1, Elk Meadows Estates Subdivision No 2, Elk Meadows Estates Subdivision No 3, Elk Meadows Estates Subdivision No 4, and Elk Meadows Estates Subdivision No 5,

County of Ouray,  
State of Colorado.

**PARCEL B:**

**An Easement Estate** by virtue of Grant of Easement recorded September 7, 2007 at Reception No. 195944, re-recorded November 26, 2007 at Reception No. 196585 and re-recorded December 3, 2007 at Reception No. 196647 in and to the following described property:

A tract of land located in Lot 2, Section 5, Township 44 North, Range 8 West, N.M.P.M. County of Ouray, State of Colorado, as shown as Lot 3 on the Amended Master Plan of Elk Meadows Estates, described as follows: Beginning at a point South 89°00'52" East 440.00 feet from the Northwest corner of said Lot 2; Thence along the North line South 89°00'52" East 202.03 feet; Thence South 00°00' West 215.00 feet; Thence South 90°00' West 202.00 feet; Thence North 00°00' East 218 feet to the POINT OF BEGINNING.

Also known as Lot 3, Elk Meadows Estates (purported) Ouray County, State of Colorado.

**PARCEL C:**

**An Easement Estate** by virtue of Grant of Easement recorded February 12, 2008 at Reception No. 197093, in and to the following described property:

A tract of land located in Lot 2, Section 5, Township 44 North, Range 8 West, N.M.P.M. County of Ouray, State of Colorado, described as follows:

Commencing at the Northwest corner of said Lot 2; Thence South 00°18'06" West 360.00 feet along the West line of said Lot 2; Thence North 90°00' East 272.84 feet to the TRUE POINT OF BEGINNING; Thence South 87°28'23" East 278.73 feet; Thence South 45°36'19" West 127.49 feet; Thence South 02°57' West 115.00 feet; Thence South 34°22' West 173.68 feet; Thence South 47°58' West 165.14 feet; Thence South 60°00' 50.00 feet; Thence North 78°36'28" West 67.80 feet; Thence North 00°00' East 130.00 feet; Thence South 75°40' East 107.00 feet; Thence North 11°38'12" East 223.23 feet; Thence North 00°00' East 160.00 feet to the POINT OF BEGINNING.

Also known as Lot 9, Elk Meadows Estates (purported) Ouray County, State of Colorado.

**PARCEL D:**

**An Easement Estate** by virtue of Grant of Easement recorded September 7, 2007 at Reception No. 195943, re-recorded November 6, 2007 at Reception No. 196586, re-recorded December 3, 2007 at Reception No. 196648 in and to the following described property:

A tract of land located in Lot 2, Section 5, Township 44 North, Range 8 West, N.M.P.M. County of Ouray, State of Colorado, described as follows:

Commencing at the Northwest corner of said Lot 2; Thence South 00°18'06" West 360.00 feet along the West line of said Lot 2; Thence North 90°00' East 272.84 feet to the TRUE POINT OF BEGINNING; Thence South 87°28'23" East 278.73 feet; Thence South 45°36'19" West 127.49 feet; Thence South 02°57' West 115.00 feet; Thence South 34°22' West 173.68 feet; Thence South 47°58' West 165.14 feet; Thence South 60°00' 50.00 feet; Thence North 78°36'28" West 67.80 feet; Thence North 00°00' East 130.00 feet; Thence South 75°40' East 107.00 feet; Thence North 11°38'12" East 223.23 feet; Thence North 00°00' East 160.00 feet to the POINT OF BEGINNING.

Also known as Lot 9, Elk Meadows Estates (purported) Ouray County, State of Colorado

**PARCEL E:**

**An Easement Estate** by virtue of Grant of Easement recorded September 7, 2007 at Reception No. 195946, re-recorded November 6, 2007 at Reception No. 196583, re-recorded December 3, 2007 at Reception No. 196645 in and to the following described property:

A tract of land located in Lot 2, Section 5, Township 44 North, Range 8 West, N.M.P.M. County of Ouray, State of Colorado, described as follows:

Beginning at a point on the West boundary of said Lot 2 Whence the Northwest corner of said lot 2 bears North 00°31'38" East 200.00 feet; Thence South 00°31'38" West 160.00 feet along the West boundary; Thence North 90°00'00" East 272.84 feet; Thence North 00°00'00" East 160.00 feet; Thence South 90°00'00" West 271.37 feet to the point of Beginning.

Also known as Lot 5, Elk Meadows Estates (purported) Ouray County, State of Colorado.

**PARCEL F**

**An Easement Estate** by virtue of Grant of Easement recorded September 7, 2007 at Reception No. 195945, re-recorded November 6, 2007 at Reception No. 196584, re-recorded December 3, 2007 at Reception No. 196646 in and to the following described property:

A tract of land located in Lot 2, Section 5, Township 44 North, Range 8 West, N.M.P.M. designated as lots 1,2,5 and 6 on the Master Plan of Elk Meadows Estates, County of Ouray, State of Colorado, described as follows:

Beginning at the Northwest corner of said Lot 2; Thence South 00°31'38" West 360 feet along g the West line of said Lot 2; Thence North 90°00'00" East 272.84 feet; Thence South 87°28'23" East 278, 73 feet to the center line of a 40 foot wide right of way; Thence North 45°36'19" East 50.00 feet; Thence North 27°02'55" East 124.92 feet; Thence leaving said center line 90°00'00" West 203.05 feet; Thence North 00°00'00" East 218.49 feet to the North line of said Lot 2; Thence North 89°13'30" West 440.00 feet to the POINT OF BEGINNING;

**EXCEPT** A tract of land located in Lot 2, Section 5, Township 44 North, Range 8 West, N.M.P.M. County of Ouray, State of Colorado, described as follows:

Beginning at a point on the West boundary of said Lot 2 Whence the Northwest corner of said lot 2 bears North 00°31'38" East 200.00 feet; Thence South 00°31'38" West 160.00 feet along the West boundary; Thence North 90°00'00" East 272.84 feet; Thence North 00°00'00" East 160.00 feet; Thence South 90°00'00" West 271.37 feet to the point of Beginning.

**EXCEPTED PARCEL** Also known as Lot 5, Elk Meadows Estates (purported) Ouray County, State of Colorado

**PARCEL G**

**An Easement Estate** by virtue of Grant of Easement recorded February 12, 2008 at Reception No. 197092, in and to the following described property;

A tract of land located in Lot 2, Section 5, Township 44 North, Range 8 West, N.M.P.M. County of Ouray, State of Colorado, described as follows:

BEGINNING at appoint From Whence the Northwest corner of said Lot 2, (the North ¼ corner of Section 5), bears North 49°03'07" West a distance of 650.69 feet;

Thence North 45°36'19" East a distance of 127.49 feet;  
Thence South 62°00'40" East a distance of 295.63 feet to a point on the West Boundary of Elk  
Meadows Estates Subdivision Filing No. 5;  
Thence South 43°00'00" West a distance of 170.00 feet along said West boundary.  
Thence North 53°38'38" West a distance of 293.31 feet to the POINT OF BEGINNING,  
AND,  
A tract of land located in Lot 2, Section 5, Township 44 North, Range 8 West, N.M.P.M. County of  
Ouray, State of Colorado, described as follows;

BEGINNING at a point from whence the Northwest corner of said Lot 2 (the North ¼ corner of Section  
5), bears North 49°03'07" West a distance of 650.69 feet; Thence South 53°38'38" East a distance of  
293.31 feet to a point on the West boundary of Elk Meadows Estates Subdivision No. 5;  
Thence South 43°00'00" West a distance of 170.00 feet along said West boundary;  
Thence North 47°29'56" West a distance of 199.41 feet along said West boundary;  
Thence North 47°29'56" West a distance of 20.22 feet;  
Thence North 02°57'00" East a distance of 115.00 feet;  
Thence North 45°36'19" East a distance of 50.00 feet to the POINT OF BEGINNING,

Also known as Lots 10 and 11, Elk Meadows Estates (purported) Ouray County, State of Colorado

#### **PARCEL H**

**An Easement Estate** by virtue of Grant of Easement recorded February 12, 2008 at Reception No.  
197091, in and to the following described property;

A tract of land located in the SE/14 NE1/4, Section 5, Township 44 North, Range 8 West, N.M.P.M.  
County of Ouray, State of Colorado, described as follows:

BEGINNING at a point on the East line of said SE1/4 NE1/4 distance thereon North 01°09'14" East  
177.12 feet from the Southeast corner of said SE1/4 NE1/4; Thence South 90°00'00" West 790.64 feet  
to the Easterly right of way line of Aspen Drive; Thence North 17°46'27" East 235.70 feet to the  
Southwest corner of Lot 409, Elk Meadows Estates Subdivision No. 4; Thence North 90°00'00" East  
723.21 feet to the Southeast corner of Lot 405 of said subdivision; Thence South 01°09'14" West  
224.50 feet to the POINT OF BEGINNING,

**EXCEPT** that portion conveyed by Deed recorded April 9, 1987 in Book 209 at page 466 described as  
follows: A tract of land in the SE1/4 NE1/4 of Section 5, Township 44 North, Range 8 West, N.M.P.M.,  
described as follows: BEGINNING at the East boundary of said SE1/4 NE1/4 Thence North 01°09'14"  
East 177.12 feet along the East boundary of said SE1/4 NE1/4; Thence North 90°00'00" West 395.32  
feet to the TRUE POINT OF BEGINNING; Thence North 90°00'00" West 395.32 feet to the East right  
of way line of Aspen Drive; Thence North 17°46'27" East 235.70 feet along said right of way to the  
Southwest corner of Lot 409 to Elk Meadows Estates Subdivision No. 4; Thence North 90°00'00" East  
361.60 feet along g the South boundary of Lots 409 and 407 of said Subdivision No. 4; Thence South  
09°39'59" West 227.59 feet to the True point of Beginning.

Also known as Lot 20 and a part of Lot 19, Elk Meadows Estates (purported) Ouray County, State of Colorado

### PARCEL I

**An Easement Estate** by virtue of Grant of Easement recorded September 7, 2007 at Reception No. 195947, re-recorded November 6, 2007 at Reception No. 196582, re-recorded December 3, 2007 at Reception No. 196644 in and to the following described property:

A tract of land located in Lot 2, Section 5, Township 44 North, Range 8 West, N.M.P.M. County of Ouray, State of Colorado, described as follows: BEGINNIG at a point on the West Line of said Lot 2 a distance thereon South 00°18'06 West 360.00 feet; Thence North 90°00' East 272.84 feet; Thence South 00°00' West 160.00 feet; Thence South 11°36'12" West 223.23 feet; Thence North 75°40' West 237.00 feet; Thence North 00°18'06" East 320.00 feet to the True point of beginning;

**EXCEPT:** A tract of land located in Lot 2, Section 5, Township 44 North, Range 8 West, N.M.P.M., being a part of a tract described by deed recorded in Book 185 at page 293 and Book 224 at page 564, and described as follows: Beginning at the Southwest corner of said recorded Tract; Thence South 75°40'00" East 237.00 feet to the Southeast corner of said recorded Tract; Thence North 11°36'12" East 223.23 feet along the East boundary of said recorded Tract; Thence North 90°00'00" West 273.68 Feet to the West boundary of said recorded Tract and the West boundary of Lot 2; Thence South 00°18'06" West 160.00 feet to the Point of Beginning,

Also known as Lot 8, Elk Meadows Estates (purported) Ouray County, State of Colorado

### PARCEL J

**An Easement Estate** by virtue of Grant of Easement recorded September 7, 2007 at Reception No. 195948, and December 14, 2007 at Reception No. 196745, in and to the following described property:

A tract of land located in Lot 2, Section 5, Township 44 North, Range 8 West, N.M.P.M. Being a part of a tract described by deed recorded in Book 185 at page 293 and book 224 at page 564, and described as follows: Beginning at the Southwest corner of said recorded Tract; Thence South 75°40'00" East 237.00 feet to the Southeast corner of said recorded Tract; Thence North 11°36'12" East 223.23 feet along the East boundary of said recorded Tract; Thence North 90°00'00" West 273.68 Feet to the West boundary of said recorded Tract and the West boundary of Lot 2; Thence South 00°18'06" West 160.00 feet to the Point of Beginning,

Also known as Lot 12, Elk Meadows Estates (purported) Ouray County, State of Colorado

**PARCEL K**

**An Easement Estate** by virtue of Plat recorded May 10, 1976 at Reception No. 121918, amended Plat recorded July 28, 1977 at Reception No. 123451 in and to the following described property:

Lot 503, Elk Meadows Estates Subdivision No. 5

Together with all water and water rights, reservoirs and reservoir rights, wells and well rights, ditches and ditch rights, owned or leased by the Borrower to operate the water system and/or to provide domestic water service to the residents within the area served by the Borrower, including, but not limited to:

Property: All property shown on plats of Elk Meadows Estates Subdivision No. 1, Elk Meadows Estates Subdivision No. 2, Elk Meadows Estates Subdivision No. 3, Elk Meadows Estates Subdivision No. 4 and Elk Meadows Estates Subdivision No. 5.

**Appurtenant Water Rights:**

37.39 gpm in Elk Meadows Spring and Pipeline for domestic use and protected by water transferred from the Moody Ditch No. 1, Priority 34 as set out below.

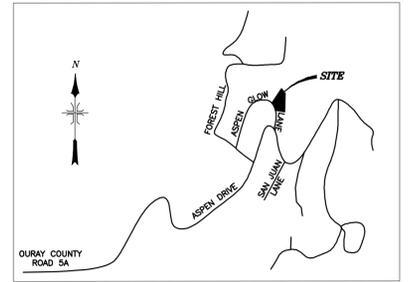
1/12 cfs (.0833 cfs) of Moody Ditch No. 1, Priority 34 with appropriation date of 4/1/1879 and transferred to the Elk Meadows Spring and Pipeline.

Up to 15 gpm in Elk Meadows Well for domestic use and outside watering and 15 gpm in Elk Meadows Well No. 2 for domestic use and outside watering. Elk Meadows Well No. 3 was abandoned on September 30, 2008. Elk Meadows Well and Elk Meadows Well No. 2 are part of an augmentation plan for the Elk Meadows Spring and Pipeline.

Ownership: Ownership of the water rights lies with the Owners Association of Elk Meadow Estates, Inc.

# AMENDED PLAT OF LOT 222 AND A PORTION OF GREENBELT OF ELK MEADOWS ESTATES SUBDIVISION NO.2

SITUATED IN A PART OF SECTION 5, TOWNSHIP 44 NORTH, RANGE 8 WEST, NEW MEXICO PRINCIPAL MERIDIAN  
COUNTY OF OURAY, STATE OF COLORADO



VICINITY MAP  
N.T.S.

**CERTIFICATE OF OWNERSHIP**

Know all men by these presents that the undersigned, being the owner of tracts of land situated in a Part of Section 5, Township 44, Range 8 West, New Mexico Principal Meridian, Ouray County, Colorado described as follows:

Lot 222 and Greenbelt of the Elk Meadow Estates Subdivision No. 2, according to the plat recorded March 14, 1978 under Reception no. 124542, County of Ouray, State of Colorado

Have by these presents caused same to be surveyed and laid out as shown on this plat and have caused this plat to be made and filed. The undersigned agree that the Amended Boundary Lines are permanently established by this Plat and each party hereby grants, sells and conveys to the other party such of their property as may lie on the other party's side of the Amended Boundary Lines as indicated.

Jerry L. Law, Trustee, Law Family Trust \_\_\_\_\_ Date \_\_\_\_\_  
Julie A. Law, Trustee, Law Family Trust \_\_\_\_\_ Date \_\_\_\_\_

Joseph K. Lange, President \_\_\_\_\_ Date \_\_\_\_\_  
The Owners Association of Elk Meadows Estates, Inc.

STATE OF ARIZONA )  
 )ss.  
COUNTY OF MARICOPA )

The foregoing signature was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Jerry L. Law, Trustee of Law Family Trust.

My commission expires \_\_\_\_\_  
Notary \_\_\_\_\_

STATE OF ARIZONA )  
 )ss.  
COUNTY OF MARICOPA )

The foregoing signature was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Julie A. Law, Trustee of Law Family Trust.

My commission expires \_\_\_\_\_  
Notary \_\_\_\_\_

STATE OF COLORADO )  
 )ss.  
COUNTY OF OURAY )

The foregoing signature was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by Joseph K. Lange, President of The Owners Association of Elk Meadows Estates, Inc.

My commission expires \_\_\_\_\_  
Notary \_\_\_\_\_

**CERTIFICATE OF LIENHOLDERS OR MORTGAGEE**

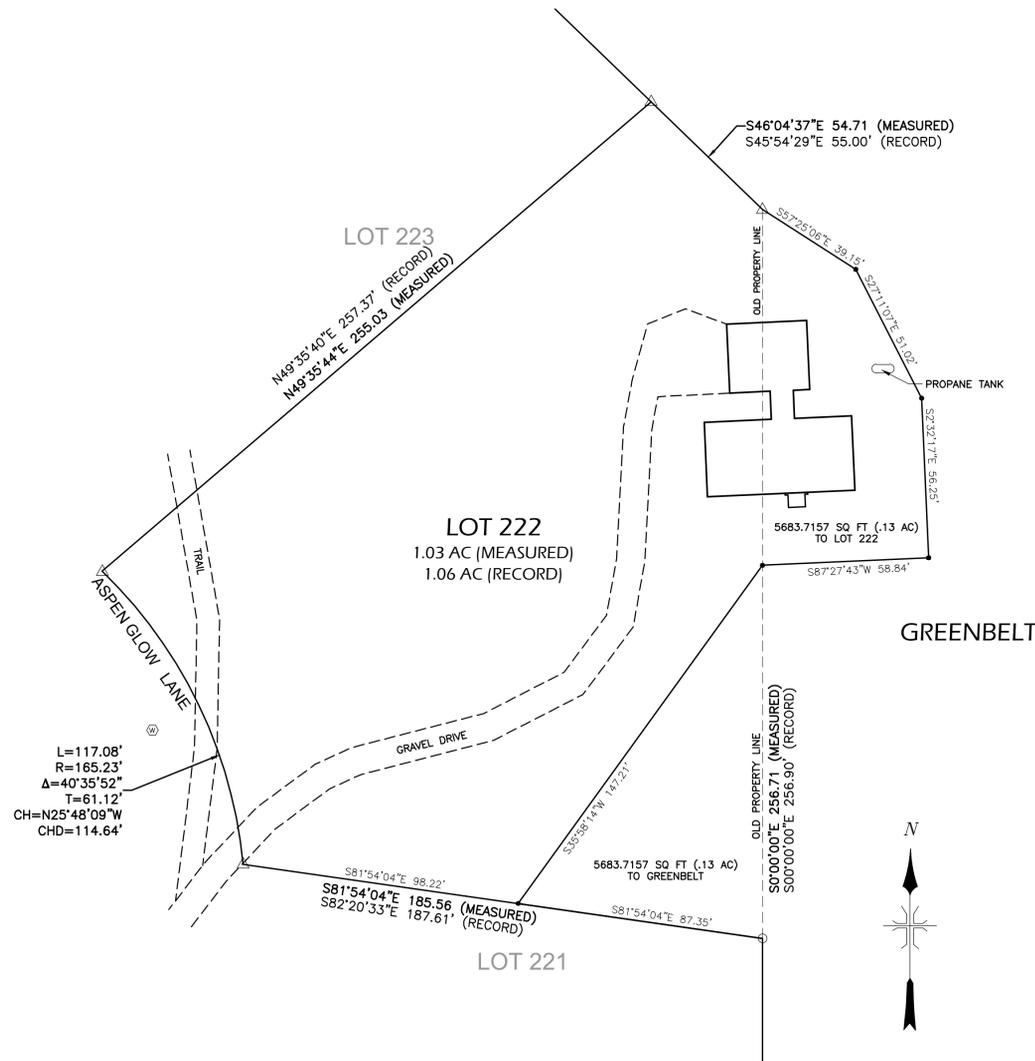
\_\_\_\_\_, the lienholder or mortgagee of the property described above, hereby consents and agrees to the subdivision of the property as shown hereon.

Rural Utilities Service \_\_\_\_\_ Date \_\_\_\_\_  
United States Department of Agriculture

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The foregoing signature was acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by \_\_\_\_\_

My commission expires \_\_\_\_\_  
Notary \_\_\_\_\_



NOTE: NEW PROPERTY LINES ARE A MINIMUM OF 25 FT FROM EXISTING HOUSE AND GARAGE.

**LEGEND**

- = FD. 3/8" REBAR WITH PLASTIC CAP (ILLEGIBLE)
- △ = FD. 3/8" REBAR WITHOUT CAP
- = SET 3/8"x18" REBAR WITH 1-1/2" CAP (L.S. 20698)
- ⊗ = EXISTING WATER METER

**SURVEYOR'S STATEMENT**

I hereby certify that I am a Registered Land Surveyor of the State of Colorado, do hereby certify that there are no visible roads, irrigation ditch encroachments or other apparent rights-of-way or easements existing on or across said property except as shown on this plat and that this plat accurately represents a survey made by me or under my responsible charge and conforms to all Ouray County Planned Unit Developments Regulations and applicable State laws. I further certify that the monuments shown hereon exist, and their positions are as shown.

Jack William Starnes \_\_\_\_\_ Date \_\_\_\_\_  
L.S. 20698

**BASIS OF BEARINGS**

The bearing of the east property line of Lot 222 of the Elk Meadows Estates Subdivision No. 2, Reception No. 119194 bears S00°00'00E.

**LINEAL UNITS STATEMENT**

The Lineal Unit used on this plat is U.S. Survey Feet.

**ATTORNEY'S CERTIFICATE**

I certify that I have examined the title to the property described hereon and that all record owners and holders of encumbrances affecting the property have property executed this plat and have joined in the subdivision of the property and dedication of roadways, rights-of-way and easements as may be shown hereon.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ AD, 2016.

\_\_\_\_\_  
Attorney at Law

**COUNTY TREASURER CERTIFICATE**

I, the undersigned County Treasurer, certify that as of today, there are no delinquent taxes due, nor are there any tax liens, against the property described hereon or any part thereof.

\_\_\_\_\_  
Ouray County Treasurer \_\_\_\_\_ Date \_\_\_\_\_

**APPROVAL OF BOARD OF COUNTY COMMISSIONERS**

Having ascertained that the conditions of approval of this plat have been satisfactorily completed on this \_\_\_\_\_ day of \_\_\_\_\_, 2016, the Board of County Commissioners of Ouray County, Colorado approves this plat for recording by the Ouray County Clerk and Recorder. This approval does not extend to the design of utilities, roads or any other services by Ouray County for maintenance. Further, the Board of County Commissioners of Ouray County, Colorado hereby accepts any dedications to the public of the road(s), easement(s), etc. as may be shown hereon.

\_\_\_\_\_  
Lynn Padgett, Chairperson

ATTEST:

\_\_\_\_\_  
Michelle Nauer, Ouray County Clerk & Recorder

**RECORDERS CERTIFICATE**

This plat was filed for record in the office of the Clerk and Recorder of Ouray County \_\_\_\_\_m. on the \_\_\_\_\_ day of \_\_\_\_\_, 2016, in Book \_\_\_\_\_, Page \_\_\_\_\_, Reception No. \_\_\_\_\_

\_\_\_\_\_  
County Clerk & Recorder

\_\_\_\_\_  
Deputy

NOTICE: According to Colorado Law (13-80-105, CRS) you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of the certification shown hereon.

		<b>TITLE</b> LOT 222 & GREENBELT AMENDED PLAT	
1225 Colorado Ave. • Montrose, CO 81401 • (970) 249-2251 • (970) 249-2342 FAX www.del-mont.com • service@del-mont.com		<b>CLIENT</b> LAW FAMILY TRUST	
<b>FIELD BOOK</b> 857		<b>ADDRESS &amp; PHONE</b> 14456 S. 40th Street Phoenix, AZ 85044	
<b>DATE</b> 2-23-2016		<b>DATE</b>	
<b>DRAWN BY</b> ELB		<b>DATE</b>	
<b>SHEET</b> 1 of 1		<b>FILE</b> 15101V_REPLAT	
<b>JOB NO.</b> 15101		<b>TYPE</b> AMENDED PLAT	



## LAND USE DEPARTMENT

### STAFF REPORT

February 15, 2016

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<b>Application:</b>	Final Plat Amendment
<b>Project:</b>	Elk Mountain Resort PUD – Phase 1A
<b>Owner of Property:</b>	Elk Mountain Resort, LLC
<b>Authorized Agent:</b>	Masters Law Firm, P.C.
<b>Address of Property:</b>	97 Elk Walk
<b>Property(s) Size:</b>	274.45
<b>Zoning:</b>	Alpine
<b>Case Manager:</b>	Mark Castrodale

#### Land Use Code

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As this application for a proposed plat amendment was accepted *prior* to the recent adoption of revisions to the Land Use, the application will be reviewed under the previous version of Section 6.12. That section of Code is attached here for your convenience.

#### Request

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Elk Mountain Resort, LLC, through its authorized agent, has applied for an amendment of the final plat of the Elk Mountain Resort PUD – Phase 1A, to:

1. Allow for the construction and use of a modified on-site wastewater treatment system (OWTS).
2. Restrict the use of the property to *maintenance* and *marketing* only.
3. Prohibit any *commercial* use.

#### History

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The Preliminary Development Plan for Phase 1 of the Elk Mountain Resort PUD – Resort/Conference Center was approved by the County in 1999 per Resolution **1999-019**. Phase 1 was split into two phases, Phase 1A and 1B per resolution 2003-025. Phase 1A included completion of all infrastructure included in Phase 1, including the wastewater treatment facility. Section VII.B. of Resolution 1999-019 required approval by the Colorado Department of Public Health and Environment (*CDPHE*) of the wastewater treatment facility.

The wastewater treatment facility was approved by the State and subsequently renewed. The current certification expires: September 30, 2018. (*see State discharge permit in applicant submittal materials*)

In October of 2008, CDPHE amended the Elk Mountain Resort surface water discharge permit to include reporting, and eventual compliance, with new ammonia limits. Per information provided in a report prepared by Del-Mont Consultants, Inc., lagoon wastewater treatment systems typically cannot meet ammonia limits at the elevation of the Elk Mountain Resort, and year-round compliance (*with the existing facility*) is not possible. The Del-Mont report goes on to state that a new wastewater treatment facility constructed to meet current CDPHE requirements would cost between \$500,000 and \$1,500,000.

At this time, the owner is proposing a modification of the existing wastewater treatment facility to provide service for "*limited caretaker and maintenance use of the property*". Structures to be serviced by the new/modified OWTS system include the following:

1. Main Lodge
2. Valhalla Shooting Club
3. Maintenance Shop
4. Fresh Water Plant
5. Housekeeping – Shipping/Receiving
6. Porters Cottage (occasional use only)
7. Aspens Cottage (occasional use only)

As the new/proposed system is designed at a capacity of less than 2000 GPD, State approvals and/or a surface water discharge permit are not required and ammonia limits are therefore not applicable.

**Note:** *There are an additional 28 structures connected to, but not intended to be serviced by, the new/modified OWTS system. See attached spreadsheet for detail.*

### **County Referrals, Outside Agency Referrals, and Public Comments:**

#### **Building Inspector**

The Building Inspector reviewed the subject application, including the septic permit application materials provided by Delmont Consulting, and stated that she has no issues or concerns with issuing a new OWTS septic permit for the proposed structures/uses, pending approval of the final plat amendment by the BOCC.

#### **County Attorney**

The County Attorney reviewed the subject application and returned comments stating that she has no concerns with the approval of the application and suggested certain language for possible conditions. Those suggestions have been incorporated into Staff's recommendation.

### **Notification Requirements:**

#### **Adjacent Property Owner Notice**

Per Section 6.12B(2,a) of the Land Use Code, notice of the subject application, including the date/time/location of the public hearing before the Planning Commission, was sent to all

*affected property owners*, at least 30-days prior to the date of the public hearing. As of the date of this report, Staff has not received any responses to the notices.

## **Land Use Code Section 6.12A,B – Review Requirements**

### **Submittal Requirements – 6.12A**

- a. A written statement giving the details of the proposed amendment and the reason(s) why the amendment(s) is necessary.

#### **Staff Response:**

**A detailed narrative/explanation of the proposal was included with the application materials.**

- b. An original tax certificate for all lots, parcels or tracts involved, showing that no taxes are currently due or delinquent against the property.

#### **Staff Response:**

**Staff confirmed with the County Treasurer that as of the date of this report, there are no delinquent taxes due, or any tax liens, against the subject property. Prior to signing the amended plat, the County Treasurer will confirm that there are no delinquent taxes and no tax liens against the properties.**

- c. An original title commitment or title policy issued by a licensed Colorado title company, completed within sixty (60) days of submission, showing the names of all persons or entities having any right, title or interest in the land included in the application.

#### **Staff Response:**

**The Applicant submitted title commitment documentation dated 01-22-2016.**

- d. A plat showing the proposed amendment(s) and including all of the information and details as required by Section 6.8C(3).

#### **Staff Response:**

**It is Staff's recommendation that if the subject application is approved, the Applicant be required to provide a final plat, including any required amendments and notes, to the BOCC for approval and signature.**

- e. Any supplemental data deemed necessary by the Land Use Staff to adequately review the request.

#### **Staff Response:**

**At this time, Staff has not requested any supplemental application data.**

### **Submittal Requirements – 6.12B(1)**

- a. Map(s) showing all properties within the Planned Unit Development or subdivision, including all phases or filings; ii) properties abutting upon or directly across a street from the PUD or subdivision proposed to be amended; and iii) adjoining properties. These properties are collectively referred to as “Affected Properties”.

#### **Staff Response:**

**Proper maps, showing adjacent properties, were submitted with the application.**

- b. A list of names and addresses of the owners of Affected Properties who shall be referred to as “Affected Property Owners” for notification as required below. This information can be obtained from the County Assessor’s Office.

#### **Staff Response:**

**The applicant provided a list of affected property owner’s information with the application materials.**

- c. A copy of the proposed notices to be sent to Affected Property Owners.

#### **Staff Response:**

**The applicant provided a copy of the proposed notices to be sent to Affected Property Owners.**

### **Submittal Requirements – 6.12B(2)**

- a. After the Applicant has submitted an application for an amendment, the Applicant shall send a notice, in a form approved by Land Use Staff, to the Affected Property Owners advising of the nature of the proposed amendment and the Affected Property Owners’ right to vote and comment in favor of, or oppose, the proposed amendment.

### **Submittal Requirements – 6.12B(3)**

- b. Written notice of the public hearing shall also be delivered or mailed, first class state, prepaid, at least thirty (30) days prior to the public hearing to all Affected Property Owners, to any Homeowners’ Association for the PUD or subdivision proposed to be amended and to any special districts that serve the PUD or subdivision.

#### **Staff Response (6.12B(2)(3))**

**The Applicant provided a map of Affected Property Owners, a copy of the proposed notices, a list of addresses for Affected Property Owners, and copies of the certified mail receipts. As of the date of this report, Staff has not received**

**any responses to the notices sent. There are homeowner's associations or special districts associated with the development that would require notice.**

**County Approval – 6.12B(4)**

- a. Any amendment of a PUD or subdivision shall require a recommendation from the Planning Commission or Joint Area Planning Board and the approval of the County Commissioners, which approval shall be given only if the proposed amendment (1) consistent with all requirements of this Section 6 and the underlying zoning standards set forth in Section 3 of this Code; and (2) includes improvements which are consistent with the provisions of Section 7 (Improvements Standards) and as may be required by the County Commissioners.

**Staff Response:**

**It is Staff's opinion that the subject plat amendment is consistent with the requirements of Section 6 of the Land Use Code and the underlying zoning standards as set forth in Section 3. Additionally, Staff believes the proposed plat amendment is consistent with the provisions of Section 7 of the Land Use Code.**

- b. In making a decision on any proposed amendment to a PUD or subdivision, the County Commissioners shall make the following findings:
  1. that the result of the voices of Affected Property Owners have been duly considered and their issues addressed or mitigated;

**Staff Response:**

**The Land Use Department did not receive any comments from Affected Property Owners.**

2. that the amendment is not contrary to the provisions of valid covenants, plats, or declaration of a PUD or subdivision based upon the information supplied by the Homeowners Association;

**Staff Response:**

**It is the opinion of Staff that the proposed amendment is *not* contrary to any provisions of valid covenants, plat(s), or declarations of the PUD.**

3. and shall make additional findings consistent with the provisions of C.R.S. 24-67-106, as amended from time to time:
  - a) that the modification, amendment or change is consistent with the efficient development and preservation of the entire planned unit development or subdivision; and

**Staff Response:**

**It is Staff's opinion that the proposed amendment is consistent with the efficient development of the entire planned unit development, given the new wastewater treatment facility requirements imposed by CDPHE . Further, it is Staff's opinion that the proposed amendment seeks to preserve the development by allowing maintenance and marketing of the resort, thereby creating an opportunity for possible sale of the property/resort, and potential future use.**

- b) that the modification, amendment, or change does not affect in a substantially adverse manner, either the enjoyment of land abutting upon or across a street from the planned unit development or subdivision or the public interest; and

**Staff Response:**

**It is Staff's opinion that the proposed amendment, if approved, would have no adverse effect on the enjoyment of land abutting upon or across a street from the planned unit development and has no adverse effect on the public interest.**

- c) is not granted solely to confer a special benefit upon any person.

**Staff Response:**

**It is Staff's opinion that the proposed plat amendment, if approved, would not confer a special benefit upon any person.**

- c. The unanimous vote of all of the County Commissioners eligible to vote shall be necessary for an approval of an amendment to a PUD or subdivision.

**Staff Response:**

**When the subject application is reviewed by the BOCC, a unanimous vote of all (eligible) Commissioners is required for approval.**

**Staff Conclusions and Recommendations:**

The Elk Mountain Resort has been in a maintenance/caretaker mode since 2007 and has not provided commercial services to outside customers since that time. It is Staff's opinion that the proposed amendment allows the owner to continue with critical maintenance and upkeep of the resort, without the excessive financial obligation of upgrading the existing wastewater treatment facility to current CDPHE standards. Therefore, it is Staff's opinion that the proposed final plat amendment complies with Section 6.12 of the Land Use Code and is not in conflict with any portion of the Ouray County Master Plan.

Therefore, Staff is recommending the Planning Commission forward the subject application to the Board of County Commissioners, with the following conditions:

1. Final approval by the BOCC is subject to issuance of a revised septic permit, issued per the information and materials provided with the application.

2. The authority of the Elk Mountain Resort to conduct commercial and resort-conference center operations is suspended as long as the revised OWTS system remains in use.
3. Any application to re-open the resort facility and commence with the original approved commercial operation is conditioned upon the approval of an OWTS, or other wastewater treatment facility, in compliance with current Colorado Department of Public Health and Environment regulations for such use.
4. Use of the Elk Mountain Resort property and facilities is restricted to those operations necessary for maintenance of the infrastructure, and marketing of the facility to prospective purchasers.
5. All structures shall remain in a *winterized*, non-functioning status and shall not be serviced by the OWTS system, with the exception of the following:
  - a. **Main Lodge**
  - b. **Valhalla Shooting Club**
  - c. **Maintenance Shop**
  - d. **Fresh Water Plant**
  - e. **Housekeeping, Shipping/Receiving**
  - f. **Porters Cottage**
  - g. **Aspens Cottage**
6. Final approval by the BOCC is subject to approval and recordation of an Amended Plat of the Elk Mountain Resort – Phase IA. The recorded plat shall include all necessary plat notes, including, but not necessarily limited to the following:
  - a. Ouray County has approved the construction of a modified on-site wastewater treatment system (OWTS), requiring issuance of a Septic Permit issued by the Ouray County Land Use Department, to serve the following structures only:
    - i. Main Lodge
    - ii. Valhalla Shooting Club
    - iii. Maintenance Shop
    - iv. Fresh Water Plant
    - v. Housekeeping, Shipping/Receiving
    - vi. Porters Cottage
    - vii. Aspens Cottage
  - b. The authority of the Elk Mountain Resort to conduct commercial operations has been suspended by the Ouray County Board of County Commissioners as long as the revised OWTS system remains in use.
  - c. The use of the resort and the seven (7) structures served by the OWTS system shall not exceed an average monthly usage of eight (8) persons per day.
  - d. Any application to re-open the resort facility and commence with the original approved commercial operation is conditioned upon the approval of an OWTS,

or other wastewater treatment facility, in compliance with current Colorado Department of Public Health and Environment regulations for such use.

## **SECTION 6 PLANNED UNIT DEVELOPMENTS**

**PRE – JANUARY 2016 VERSION**

*All other previous sections, 6.1 thru 6.11 removed.*

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### **6.12 AMENDMENT OF PLANNED UNIT DEVELOPMENT OR SUBDIVISION**

After a Preliminary Development Plan, Final Development Plan or Final Plat has been approved by the County Commissioners, it may be amended only in accordance with this Section.

#### **A. GENERAL PROCESS AND SUBMITTAL REQUIREMENTS FOR ALL AMENDMENTS OR AMENDMENTS TO CORRECT A TECHNICAL ERROR/DEFECT**

1. The Applicant shall submit the required number of copies of a completed application for an amendment or an amendment to correct a technical error/defect on a final plat, the non-refundable application fee, and any required supplemental data for the proposed amendment. The application shall include:
  - a. A written statement giving the details of the proposed amendment and the reason(s) why the amendment(s) is necessary.
  - b. An original tax certificate for all lots, parcels or tracts involved, showing that no taxes are currently due or delinquent against the property.
  - c. An original title commitment or title policy issued by a licensed Colorado title company, completed within sixty (60) days of submission, showing the names of all persons or entities having any right, title or interest in the land included in the application.
  - d. A plat showing the proposed amendment(s) and including all of the information and detail as required by Section 6.8 C (3).
  - e. Any supplemental data deemed necessary by the Land Use Staff to adequately review the request.

#### **B. AMENDMENTS (OTHER THAN TECHNICAL ERRORS/DEFECTS).**

1. Other submittal requirements for an amendment to a Planned Unit Development (“PUD”) or subdivision:

- a. Map(s) showing: i) all properties within the Planned Unit Development or subdivision, including all phases or filings; ii) properties abutting upon or directly across a street from the PUD or subdivision proposed to be amended; and iii) adjoining properties. These properties are collectively referred to as “Affected Properties”.
- b. A list of names and mailing addresses of the owners of Affected Properties who shall be referred to as “Affected Property Owners” for notification as required below. This information can be obtained from the County Assessor’s Office.
- c. A copy of the proposed notices to be sent to Affected Property Owners.

2. Notice to Affected Property Owners:

- a. After the Applicant has submitted an application for an amendment, the Applicant shall send a notice, in a form approved by Land Use Staff, to the *Affected Property Owners* advising of the nature of the proposed amendment and the Affected Property Owners’ right to vote and comment in favor of, or oppose, the proposed amendment. Such notice shall request a response from the Affected Property Owners within thirty days from the date of mailing the notice. The Affected Property Owners responses shall be returned to the Land Use Department. This notice may be combined with the notice of public hearing required by Section 6.12 B.3.b below and proof of the notice shall be shown by certificates of mailing from the U.S. Postal Service submitted to the Land Use Staff to complete the application prior to the public hearing before the Planning Commission or the Joint Area Planning Board.
- b. The Land Use Department shall incorporate the responses from the Affected Property Owners in any Staff Report submitted to the Planning Commission and the County Commissioners.

3. Public hearing and notice:

- a. The Land Use Department shall review the application for amendment for conformance with the provisions of this Code and shall determine if the application is complete. Upon a determination of application completeness, the Land Use Staff shall schedule a public hearing for the amendment on the next available agenda for the

Planning Commission or the Joint Area Planning Board.

- b. Notice of such public hearing shall be published at the expense of the Applicant in a newspaper of general circulation within Ouray County at least fourteen (14) days prior to the public hearing date. Written notice of the public hearing shall also be delivered or mailed, first class postage, prepaid, at least thirty (30) days prior to the public hearing to all Affected Property Owners, to any Homeowner's Association for the PUD or subdivision proposed to be amended and to any special districts that serve the PUD or subdivision. The Applicant shall submit to Land Use Staff, prior to the Planning Commission or the Joint Area Planning Board public hearing on the amendment, certificates of mailing from the U.S. Postal Service showing that notice has been sent to all Affected Property Owners at least 30 calendar days prior to the date of such hearing. The notices shall be given in a form approved by the Land Use Staff.
- c. At the public hearing, the Planning Commission or the Joint Area Planning Board shall review and consider the application for amendment, the comments and recommendations from any agency referrals, the expressed desires of the Affected Property Owners, testimony from the public, and the requirements of this Section. The Planning Commission or the Joint Area Board shall recommend approval, approval with conditions or modifications, or disapproval of the amendment in accordance with the criteria set forth in Paragraph 4 below. Planning Commission or the Joint Area Planning Board action shall be in the form of a motion as noted in the minutes and, if the amendment is formally recommended for disapproval or approval with conditions or modifications, the conditions or modifications shall be stated in clear and concise terms in the motion. The Planning Commission or the Joint Area Planning Board minutes, together with copies of all submissions by the Applicant and other information developed by the Planning Commission or the Joint Area Planning Board shall be forwarded to the County Commissioners.
- d. Upon receipt of the Planning Commission or the Joint Area Planning Board recommendation and accompanying materials, the County Commissioners shall at a legally noticed public hearing review the application for amendment. Notice of such public hearing shall be published at the expense of the Applicant in a newspaper of general circulation within Ouray County at least fourteen (14) days prior to the hearing date. At such public hearing, the County Commissioners shall consider the application, the recommendation of the Planning Commission or the Joint Area Planning Board, the comments and recommendations from any agency referrals, the comments and recommendations of the Affected Property Owners, testimony from

the public, and the requirements of this Section. The County Commissioners shall, by resolution, approve, approve with conditions or modifications, or disapprove the amendment in accordance with the criteria set forth in Paragraph 4 below. The County Commissioners shall state clearly, in writing, the grounds for approval or disapproval and any required conditions or modifications. No amendment shall be effective until a Mylar of the amended plat has been signed by all required parties, including the Chair of the County Commissioners, all fees have been paid and the amended plat recorded in the Office of the Ouray County Clerk and Recorder at the expense of the Applicant.

#### **4. County Approval:**

- a. Any amendment of a PUD or subdivision shall require a recommendation from the Planning Commission or Joint Area Planning Board and the approval of the County Commissioners, which approval shall be given only if the proposed amendment (1) is consistent with all requirements of this Section 6 and the underlying zoning standards set forth in Section 3 of this Code; and (2) includes improvements which are consistent with the provisions of Section 7 (Improvements Standards) and as may be required by the County Commissioners.
- b. In making a decision on any proposed amendment to a PUD or subdivision, the County Commissioners shall make the following findings:
  - (1) that the results of the votes of the Affected Property Owners have been duly considered and their issues addressed or mitigated;
  - (2) that the amendment is not contrary to the provisions of valid covenants, plats, or declaration of a PUD or subdivision based upon information supplied by the applicable Homeowner's Association;
  - (3) and shall make additional findings consistent with the provisions of C.R.S. §24-67-106, as amended from time to time:
    - (a) that the modification, amendment or change is consistent with the efficient development and preservation of the entire planned unit development or subdivision; and
    - (b) that the modification, amendment or change does not affect in a substantially adverse manner either the enjoyment of land abutting upon or across a street from the planned unit

development or subdivision or the public interest; and

(c) is not granted solely to confer a special benefit upon any person.

- c. The unanimous vote of all of the County Commissioners eligible to vote shall be necessary for an approval of an amendment to a PUD or subdivision.
- 

### **C. TECHNICAL ERRORS OR DEFECTS IN A FINAL PLAT.**

The requirements of Section 6.12.B shall not apply to amendments to correct a technical error or defect in a final plat. Once a complete application has been submitted to the Land Use Staff requesting a correction of a technical error or defect on a final plat, such application shall be placed on an agenda for a regular County Commissioner meeting, for consideration at such meeting. The County Commissioners may approve the application if it is consistent with an approved preliminary development plan.

#### **6.1 OUTSIDE PROFESSIONAL ASSISTANCE**

The Planning Commission or the Joint Area Planning Board may, with prior approval of the County Commissioners, seek qualified outside professional assistance during its review process. The cost of such assistance shall be considered part of the County's expenses incurred in reviewing the development proposal and, as such, shall be chargeable to the Applicant.

#### **6.2 WILDLIFE PROTECTION MEASURES APPLICABLE TO THE NORTH MESA AND SOUTH SLOPE ZONES**

The North Mesa and South Slope Zones are located in important migration and habitat areas for a variety of wildlife, as measured by the migratory and other use of deer and elk and their natural predators. It is the goal of Ouray County to provide for the protection and preservation, in a state useable and necessary to wildlife, of these important migratory and other habitat areas. In order to attain this goal, all new Planned Unit Developments ("PUD") and other subdivisions as may be approved pursuant to this Code may be required to:

- A. Dedicate wildlife migration corridors, centered, to the extent possible, on natural drainages. The specific size of the wildlife migration corridor will be based upon recommendations made by the Colorado Division of Wildlife. The dedication shall be in a form acceptable to the County and shall be recorded in the public records of Ouray County.
- B. Restrict new fencing and remove existing fencing on and adjacent to designated migration corridors to the extent practicable consistent with

necessary agricultural management practices and other requirements of this Code. Any new or existing fencing located on or adjacent to a designated migration corridor must be in compliance with Colorado Division of Wildlife wildlife safe fencing guidelines.

- C. Require that domestic predators be fenced or kept indoors. Dog areas shall be located away from and outside of designated migration corridors.









**ELK MOUNTAIN RESORT, LLC  
PUD & PLAT AMENDMENT APPLICATION  
CURRENT ADJACENT PROPERTY OWNERS**

U.S. Forest Service  
2505 S. Townsend Avenue  
Montrose, Colorado 81401

Eldred Colorado Limited Partnership  
1544 Oxbow Drive, Suite 200  
Montrose, Colorado 81401

Spear Family Irrevocable Trust  
15016 Pratolino Way  
Naples, Florida 34112



David L. Masters  
Carol A. Viner

Melissa J. Alcorn

February 10, 2016

**U.S. Forest Service**

2505 S. Townsend Avenue  
Montrose, Colorado 81401

Matter: Proposed Final Plat Amendment

Dear Sir/Madam,

You are receiving this notice because you are an "affected property" as defined by Section 6.12B (1,a) of the Ouray County Land Use Code. An application has been made with the Ouray County Land Use Office to amend the final plat of the Elk Mountain Resort PUD, Phase 1A. The public hearing on this application with the Planning Commission has been scheduled for:

**March 15, 2016, 7:00 pm – Ouray County Land Use Office, 111 Mall Road, Ridgway**

The purpose of the proposed amendment is to allow construction and use of a modified on-site wastewater treatment system (OWTS) and to allow for use(s) of the property to be restricted exclusively to caretaker and maintenance use only, i.e. no commercial/public use allowed.

As an affected property owner you have the right to vote and comment in favor of, or opposition to, the proposed amendment. Any comments may be made in writing and submitted to the Land Use Department. Alternatively, public comment will be taken during the hearing.

If you have any questions on this matter or would like to submit comments for consideration by the Planning Commission and the Board of County Commissioners, please contact Mark Castrodale with the Ouray County Land Use Office at: 970-626-9775 x17 or by email: [mcastrodale@ouraycountyco.gov](mailto:mcastrodale@ouraycountyco.gov).

Sincerely,

David L. Masters



David L. Masters  
Carol A. Viner

Melissa J. Alcorn

February 10, 2016

**Spear Family Irrevocable Trust**

15016 Pratolino Way  
Naples, Florida 34112

Matter: Proposed Final Plat Amendment

Dear Sir/Madam,

You are receiving this notice because you are an "affected property" as defined by Section 6.12B (1,a) of the Ouray County Land Use Code. An application has been made with the Ouray County Land Use Office to amend the final plat of the Elk Mountain Resort PUD, Phase 1A. The public hearing on this application with the Planning Commission has been scheduled for:

**March 15, 2016, 7:00 pm – Ouray County Land Use Office, 111 Mall Road, Ridgway**

The purpose of the proposed amendment is to allow construction and use of a modified on-site wastewater treatment system (OWTS) and to allow for use(s) of the property to be restricted exclusively to caretaker and maintenance use only, i.e. no commercial/public use allowed.

As an affected property owner you have the right to vote and comment in favor of, or opposition to, the proposed amendment. Any comments may be made in writing and submitted to the Land Use Department. Alternatively, public comment will be taken during the hearing.

If you have any questions on this matter or would like to submit comments for consideration by the Planning Commission and the Board of County Commissioners, please contact Mark Castrodale with the Ouray County Land Use Office at: 970-626-9775 x17 or by email: [mcastrodale@ouraycountyco.gov](mailto:mcastrodale@ouraycountyco.gov).

Sincerely,

David L. Masters



David L. Masters  
Carol A. Viner

Melissa J. Alcorn

February 10, 2016

Eldred Colorado Limited Partnership

1544 Oxbow Drive, Suite 200

Montrose, Colorado 81401

Matter: Proposed Final Plat Amendment

Dear Sir/Madam,

You are receiving this notice because you are an "affected property" as defined by Section 6.12B (1,a) of the Ouray County Land Use Code. An application has been made with the Ouray County Land Use Office to amend the final plat of the Elk Mountain Resort PUD, Phase 1A. The public hearing on this application with the Planning Commission has been scheduled for:

March 15, 2016, 7:00 pm – Ouray County Land Use Office, 111 Mall Road, Ridgway

The purpose of the proposed amendment is to allow construction and use of a modified on-site wastewater treatment system (OWTS) and to allow for use(s) of the property to be restricted exclusively to caretaker and maintenance use only, i.e. no commercial/public use allowed.

As an affected property owner you have the right to vote and comment in favor of, or opposition to, the proposed amendment. Any comments may be made in writing and submitted to the Land Use Department. Alternatively, public comment will be taken during the hearing.

If you have any questions on this matter or would like to submit comments for consideration by the Planning Commission and the Board of County Commissioners, please contact Mark Castrodale with the Ouray County Land Use Office at: 970-626-9775 x17 or by email: [mcastrodale@ouraycountyco.gov](mailto:mcastrodale@ouraycountyco.gov).

Sincerely,

David L. Masters

7012 2210 0001 0672 1727

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MONTRUSE, CO 81401  
**OFFICIAL USE**

Postage	\$3.45	\$0.00
Certified Fee	0.49	\$1.40
Return Receipt Fee (Endorsement Required)	3.45	\$0.00
Restricted Delivery Fee (Endorsement Required)	1.40	\$0.00
Total Postage & Fees	\$0.49	\$5.34



Sent To  
 ELDER COLONADO LIMITED PARTNERSHIP  
 Street, Apt. No., or PO Box No. 1544 OTTAWA DRIVE, SUITE 200  
 City, State, ZIP+4 MONTRUSE, CO 81401  
 PS Form 3800, August 2005 See Reverse for Instructions

7012 2210 0001 0672 1724

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For delivery information visit our website at [www.usps.com](http://www.usps.com).

MONTRUSE, CO 81401  
**OFFICIAL USE**

Postage	\$3.45	\$0.00
Certified Fee	0.49	\$1.40
Return Receipt Fee (Endorsement Required)	3.45	\$0.00
Restricted Delivery Fee (Endorsement Required)	1.40	\$0.00
Total Postage & Fees	\$0.49	\$5.34



Sent To  
 U.S. FOREST SERVICE  
 Street, Apt. No., or PO Box No. 2505 S. TOWNSEND AVENUE  
 City, State, ZIP+4 MONTRUSE, CO 81401  
 PS Form 3800, August 2005 See Reverse for Instructions

7012 2210 0001 0672 1741

U.S. Postal Service™  
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 (Domestic Mail Only; No Insurance Coverage Provided)

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NAPLES, FL 34110  
**OFFICIAL USE**

Postage	\$3.45	\$0.00
Certified Fee	0.49	\$1.40
Return Receipt Fee (Endorsement Required)	3.45	\$0.00
Restricted Delivery Fee (Endorsement Required)	1.40	\$0.00
Total Postage & Fees	\$0.49	\$5.34



Sent To  
 SPERR FAMILY IRREVOCABLE TRUST  
 Street, Apt. No., or PO Box No. 15016 PRATONING WAY  
 City, State, ZIP+4 NAPLES, FL 34112  
 PS Form 3800, August 2005 See Reverse for Instructions



David L. Masters  
Melissa J. Alcorn

December 7, 2015

HAND DELIVERED

Mr. Mark Castrodale  
Ouray County Land Use Department  
P.O. Box 28  
Ridgway, CO 81432-0028

RE: Elk Mountain Resort

Dear Mr. Castrodale:

With this letter please find the following: (1) PUD & Plat Amendment Application; (2) Agent Authorization Form; and (3) our check in the amount of \$750.00 as the fee associated with the plat amendment application.

Please let me know when we're ready to move forward on the PUD amendment and OWTS applications.

Sincerely,

David L. Masters

Enclosures

cc: Elk Mountain Resort



Name of Landowner(s): Elk Mountain Resort, LLC  
 Address : 120 North Robertson Blvd  
Los Angeles, CA 90048 Street or P.O. Box  
310 855-8230  
 City State Zip  
 Telephone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Authorized Agent: David L. Masters, The Masters Law Firm, P.C.  
~~152 Colorado Avenue~~  
 Address: Montrose, Colorado 81401  
 Street or P.O. Box 970 249-2622  
 City State Zip  
 Telephone ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_

Application for Limited/Regular PUD (check one)  
-Regular    -Limited    -Sketch Plan    -Preliminary Plan    -Final    -Amendment

Property Identification Number: 425916200031  
 Property Description: Section: 9 Township: 46N Range: 10W  
 Deed recorded in Book \_\_\_\_\_, and Page Reception Number 211183

Proposed development name \_\_\_\_\_  
 Number of lots \_\_\_\_\_ Filing number \_\_\_\_\_ Total number filings \_\_\_\_\_ Size of Parcel \_\_\_\_\_

Fee included \$750.00

I am the landowner of record or authorized agent and am hereby making application for approval of the above request. I understand I am responsible for providing the required information, and that the County will not process my application until all required information is provided. I further understand that if there are extenuating circumstances concerning this application, there may be additional fees required to process my application, and that the County will advise me of additional fees and receive my approval before proceeding with my application.

[Signature] \_\_\_\_\_ December 7, 2015  
 (Signature of owner(s)/Agent) (Date)



I/we, the undersigned owner(s) of the following described real property located in Ouray County, Colorado hereby authorize:

**Agent:**

Name: David L. Masters Phone: 249-2622

Name of Business or Entity: The Masters Law Firm, P.C.

Address: 152 Colorado Avenue

City: Montrose State: CO Zip: 81401

to act in my/our behalf in applying for permits from the County of Ouray.

**Legal Property Description:**

Parcel or Account Number: 425916200031

Section: 9 Township: 46N Range: 10W Quarter Section(s): SW SE

Permit(s) Applied For: PUD & Plat Amendment

**Signature(s) of Property Owners of Record:**

By my signature I hereby certify that I have read any applications and other materials completely and that all information provided is correct to the best of my knowledge. All laws, regulations, and ordinances governing the scope of the project contemplated by this application will be complied with, whether or not specifically described within this application. I understand that providing false or misleading information may result in any permit(s) issued being revoked. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating the scope of the project contemplated by this application.

I understand that this application may be open for public inspection as required by the Colorado Open Records Law (C.R.S. 24-72-202, et seq.) and that my personal information contained on this application may be available to the public for review.

Signature:  Date: 11/19/15

Printed Name: James D. Vandever  
Vice President  
Elk Mountain Resort, LLC

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_



THE MASTERS LAW FIRM P.C.

David L. Masters  
Melissa J. Alcorn

December 22, 2015

VIA REGULAR AND ELECTRONIC MAIL

Mr. Mark Castrodale  
Ouray County Land Use Department  
P.O. Box 28  
Ridgway, CO 81432-0028

RE: Elk Mountain Resort

Dear Mr. Castrodale:

In response to your electronic mail message of December 7, 2015, enclosed please find a detailed narrative setting out what the applicant seeks by way of its application to amend the Elk Mountain Resort PUD.

Please let me know if you need additional information or if I can provide input as you prepare your staff report.

Sincerely,

David L. Masters

Enclosure

## PUD & PLAT AMENDMENT APPLICATION

### Narrative

Elk Mountain Resort, LLC (Elk Mountain), seeks amendment of the Elk Mountain Resort PUD, to allow construction and use of a modified on-site waste water treatment system (OWTS), subject to: (1) limiting use of the property to that necessary and appropriate to show the property to prospective purchasers and to maintain the infrastructure and improvements; and (2) suspension of authority to conduct commercial and resort-conference center operations.

### *Background*

The preliminary develop plan for Elk Mountain Resort PUD (Phase 1) was approved by Resolution 1999-019 (copy attached as Exhibit A). Section VII. B., of Resolution 1999-019, required approval by the Colorado Department of Health for the waste water treatment system. That system was approved by the Colorado Department of Health and subsequently renewed (a copy of the most recent discharge permit certification is attached as Exhibit B).

Phase I of the Elk Mountain Resort PUD was split into two phases, Phase 1A and Phase 1B, by Resolution 2003-25 (copy attached as Exhibit C). Phase 1A included completion of all Phase 1 infrastructure, which included the waste water treatment facility. The final development plan for Phase 1A was approved by Resolution 2003-054 (copy attached as Exhibit D).

The resort operated commercially for several years but was shut down around 2007. Since that time, the resort has been staffed and occupied only to the extent necessary to maintain the infrastructure and improvements.

### *Requested Action*

Elk Mountain seeks amendment of the Elk Mountain Resort PUD, Phase 1A, final approval, to allow construction and use of a modified on-site waste water treatment system (OWTS) and allow for limited caretaker and maintenance use of the property.

Elk Mountain proposes and agrees that amendment of the Elk Mountain Resort PUD, Phase 1A, final approval, be subject to the following conditions.

1. Issuance of a revised septic permit. Elk Mountain submitted a Septic Permit (OWTS) Application dated October 20, 2015 (copy attached as Exhibit E).
2. The authority to conduct commercial and resort-conference center operations would be suspended so long as the revised OWTS remains in use.
3. That any application to re-open the facility and commence the original approved use would be conditioned upon an approved septic system for such use and compliance with current Colorado Department of Public Health and Environment regulations.
4. That use and occupancy of the property be limited to that necessary and appropriate to show the property to prospective purchasers and to maintain the infrastructure and improvements.



Customer Distribution

Our Order Number: OUC85004043-2

Date: 01-22-2016

Property Address: 97 ELK WALK, OURAY, CO 81427

---

**For Closing Assistance**

Jeanne Boots  
218 SHERMAN  
PO BOX 276  
RIDGWAY, CO 81432  
970-626-3157 (phone)  
866-360-3273 (fax)  
jboots@ltgc.com  
Company License: CO44565  
Contact License: CO271653

**Closer's Assistant**

JEFF BURGESS  
218 SHERMAN  
PO BOX 276  
RIDGWAY, CO 81432  
970-626-3157 (phone)  
877-346-4104 (fax)  
jburgess@ltgc.com

**For Title Assistance**

SUE MOYA  
1561 OXBOW DR #200  
MONTROSE, CO 81401  
970-249-9131 (phone)  
970-249-1657 (fax)  
smoya@ltgc.com

---

**Buyer/Borrower**

TO BE DETERMINED  
Delivered via: Electronic Mail

**Seller/Owner**

ELK MOUNTAIN RESORT LLC  
Delivered via: Electronic Mail

**Attorney for Seller**

THE MASTERS LAW FIRM PC

Attention: JENNIFER HEMOND  
152 COLORADO AVENUE  
MONTROSE, CO 81401  
970-249-2622 (work)  
jih@masterslawfirm.com  
Delivered via: Electronic Mail



## Wire Instructions

**"Per Colorado Good Funds Statute, Land Title cannot accept funds in the form of a personal check or an ACH payment"**

Bank: ALPINE BANK OURAY  
Address: PO BOX 969  
917 MAIN STREET  
OURAY, CO 81427  
Phone: 970-325-4200  
ABA No: 102103407  
Account: 1270117549  
Attention: Jeanne Boots  
Reference OUC85004043-2

\*If any of the above information is missing, the wire will be returned to sender.



## Land Title Guarantee Company

Estimate of Title Fees

Order Number: OUC85004043-2

Date: 01-22-2016

Property Address: 97 ELK WALK, OURAY, CO 81427

Buyer/Borrower: TO BE DETERMINED

Seller: ELK MOUNTAIN RESORT, L.L.C., A COLORADO LIMITED LIABILITY COMPANY

Visit Land Title's website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

Estimate of Title Insurance Fees	
TBD Commitment	\$200.00
Tax Certificate	\$21.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Total</b>	<b>\$221.00</b>
<b>THANK YOU FOR YOUR ORDER!</b>	

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** OUC85004043-2

**Customer Ref-Loan No.:**

**Property Address:**

97 ELK WALK, OURAY, CO 81427

**1. Effective Date:**

01-19-2016 At 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"TBD" Commitment \$0.00  
Proposed Insured:  
TO BE DETERMINED

**3. The estate or interest in the land described or referred to in this Commitment and covered herein is:**

A FEE SIMPLE

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

ELK MOUNTAIN RESORT, L.L.C., A COLORADO LIMITED LIABILITY COMPANY

**5. The Land referred to in this Commitment is described as follows:**

A TRACT OF LAND BEING LOCATED IN THE SOUTH 1/2 SECTION 9 AND THE NORTH 1/2 OF SECTION 16 IN TOWNSHIP 46 NORTH, RANGE 10 WEST NEW MEXICO PRINCIPAL MERIDIAN, OURAY COUNTY, COLORADO DESCRIBED AS FOLLOWS:

IN SAID SECTION 9:

SW1/4 SW1/4, SE1/4 SW1/4, SW1/4 SE1/4, SW1/4 NE1/4 SW1/4, E1/2 NE1/4 SW1/4, AND THE SW1/4 NW1/4 SE1/4

AND ALSO PARCEL 9 ACCORDING TO THE PLAT AT RECEPTION NO. 174393, OURAY COUNTY CLERK AND RECORDER'S OFFICE

EXCEPTING THEREFROM PARCELS A AND B ACCORDING TO THE PLAT AT RECEPTION NO. 174393, OURAY COUNTY CLERK AND RECORDER'S OFFICE

IN SECTION 16 A TRACT DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE NORTH 89°46'10" EAST, 4535.35 FEET ALONG THE NORTH LINE OF SAID SECTION 16 TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH 00°32'49" WEST, 1075.63 FEET ALONG THE EAST LINE OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°46'10" WEST, 4402.31 FEET TO THE EAST RIGHT-OF-WAY OF DAVE WOOD ROAD AKA FOREST SERVICE ROAD NO. 510; THENCE SOUTH 43°14'31" WEST, 218.96 FEET ALONG SAID EAST RIGHT-OF-WAY; THENCE 43.41 FEET ALONG A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 550 FEET AND A CENTRAL ANGLE OF 04°33'13" TO THE WESTLINE OF SAID SECTION 16; THENCE NORTH 02°27'17 EAST 1268.70 FEET TO THE POINT OF BEGINNING, COUNTY OF OURAY, STATE OF COLORADO

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number:** OUC85004043-2

**Customer Ref-Loan No.:**

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**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B-1**

**(Requirements)**

**Order Number:** OUC85004043-2

**The following are the requirements to be complied with:**

**Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

**Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:**

1. WARRANTY DEED FROM ELK MOUNTAIN RESORT, L.L.C., A COLORADO LIMITED LIABILITY COMPANY TO TO BE DETERMINED CONVEYING SUBJECT PROPERTY.
2. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF ELK MOUNTAIN RESORT, L.L.C., A COLORADO LIMITED LIABILITY COMPANY AS A A COLORADO LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

3. A FULL COPY OF THE FULLY EXECUTED OPERATING AGREEMENT AND ANY AND ALL AMENDMENTS THERETO FOR ELK MOUNTAIN RESORT, L.L.C., A COLORADO LIMITED LIABILITY COMPANY MUST BE FURNISHED TO LAND TITLE GUARANTEE COMPANY. SAID AGREEMENT MUST DISCLOSE WHO MAY CONVEY, ACQUIRE, ENCUMBER, LEASE OR OTHERWISE DEAL WITH INTERESTS IN REAL PROPERTY FOR SAID ENTITY.

NOTE: ADDITIONAL REQUIREMENTS MAY BE NECESSARY UPON REVIEW OF THIS DOCUMENTATION.

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

THE CHARGE SHOWN IN SCHEDULE A FOR SAID POLICY WILL CHANGE. THE PREMIUM WILL BE BASED UPON THE ACTUAL POLICY AMOUNT.

**Old Republic National Title Insurance Company**  
**Schedule B-2**  
**(Exceptions)**

Order Number: OUC85004043-2

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. 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. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RESERVATIONS AS CONTAINED IN PATENTS OF THE UNITED STATES RECORDED FEBRUARY 01, 1923 IN BOOK 103 AT PAGE 210, FEBRUARY 3, 1923 IN BOOK 103 AT PAGE 212, MARCH 29, 1926 IN BOOK 103 AT PAGE 273, MARCH 29, 1926 IN BOOK 103 AT PAGE 279, OCTOBER 13, 1959 IN BOOK 154 AT PAGE 46, AND JUNE 18, 1975 IN BOOK 178 AT PAGE 241.
9. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED JULY 27, 2001 RECEPTION NO. 175318.
10. UNDIVIDED 22.5 PERCENT INTEREST IN OIL, GAS, MINERALS AND OTHER MINERAL RIGHTS AS RESERVED IN INSTRUMENT RECORDED NOVEMBER 4, 1963, IN BOOK 163 AT PAGE 208. QUIT CLAIM DEED RECORDED OCTOBER 14, 1993 IN BOOK 224 AT PAGE 241.
11. ALL OIL, GAS, MINERALS AND OTHER MINERAL RIGHTS AS RESERVED IN INSTRUMENT RECORDED JULY 10, 1961, IN BOOK 162 AT PAGE 107.
12. TERMS, CONDITIONS AND PROVISIONS OF PETITION RECORDED APRIL 22, 1963 IN BOOK 163 AT PAGE 50.
13. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION #1999-019 RECORDED MARCH 16, 1999 AT RECEPTION NO. 169161 AND AMENDED RESOLUTION RECORDED JUNE 19, 2007 UNDER RECEPTION NO. 195196.
14. TERMS, CONDITIONS AND PROVISIONS OF PRELIMINARY DEVELOPMENT PLAT RECORDED FEBRUARY 08, 2000 AT RECEPTION NO. 171687 AND AS SHOWN ON PLAT RECORDED FEBRUARY

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

**Order Number:** OUC85004043-2

**The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:**

- 8, 2000 UNDER RECEPTION NO. 171688.
- 15. TERMS, CONDITIONS AND PROVISIONS OF EXCHANGE AGREEMENT RECORDED OCTOBER 27, 2000 AT RECEPTION NO. 173433.
- 16. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED JUNE 09, 2004 AT RECEPTION NO. 721081 AND RE-RECORDED JUNE 16, 2004 AT RECEPTION NO. 184948.
- 17. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ELK MOUNTAIN RESORT FINAL PLAT PHASE 1A RECORDED MAY 19, 2004 AT RECEPTION NO. 184694.
- 18. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ELK MOUNTAIN RESORT AMENDED PHASE 1A AND PHASE 1B FINAL PLAT RECORDED JULY 14, 2004 AT RECEPTION NO. 185214.
- 19. TERMS, CONDITIONS AND AGREEMENTS AS CONTAINED IN GRANT OF EASEMENT RECORDED JULY 27, 2001 UNDER RECEPTION NO. 175316.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- ▶ applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
  - ▶ your transactions with, or from the services being performed by, us, our affiliates, or others;
  - ▶ a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- ▶ the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- ▶ We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- ▶ We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- ▶ Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- ▶ We regularly access security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



LAND TITLE GUARANTEE COMPANY  
LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION

DISCLOSURE STATEMENTS

**Note:** Pursuant to CRS 10-11-122, notice is hereby given that:

- A) The Subject real property may be located in a special taxing district.
- B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property)
- C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 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 of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 3-5-1, Paragraph G 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". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B-2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

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

**Note:** 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.



## Commitment to Insure

### ALTA Commitment - 2006 Rev.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (Company) for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the requirements; all subject to the provisions of Schedule A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

#### CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [www.alta.org](http://www.alta.org).

#### STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

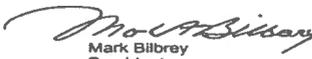
IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue  
Suite 600  
Denver, Colorado 80206  
303-321-1880

  
John E. Freyer  
President  
Authorized Officer or Agent



Old Republic National Title Insurance Company  
a Stock Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401  
(612)371-1111

  
Mark Billbrey  
President

  
Rande Yeager  
Secretary

AMERICAN  
LAND TITLE  
ASSOCIATION



## Statement Of Taxes Due

Account Number R002556  
Assessed To

Parcel 425916200031  
ELK MOUNTAIN RESORT LLC  
120 NORTH ROBERTSON BLVD  
LOS ANGELES, CA 90048

**Legal Description**

S: 9 T: 46 R: 10 S1/2SW1/4 & SW1/4SE1/4 & NE1/4NE1/4SW1/4 & SW1/4NW1/4SE1/4 & S1/2NE1/4SW1/4 S: 16 T: 46 R: 10 N1/2NW1/4 & NW1/4NE1/4 & W1/2NE1/4NE1/4

**Situs Address**

97 ELK WALK Montrose

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2015	\$73,042.28	\$0.00	\$0.00	\$0.00	\$73,042.28
<b>Total Tax Charge</b>					<b>\$73,042.28</b>
<b>Grand Total Due as of 01/21/2016</b>					<b>\$73,042.28</b>
<b>Taxes outstanding on sibling account(s)</b>					<b>\$3,849.04</b>

Tax Billed at 2015 Rates for Tax Area 202 - 202 - 202

Authority	Mill Levy	Amount	Values	Actual	Assessed
OURAY COUNTY (GENERAL FUND)	9.0940000	\$14,249.93	LODGING - LAND	\$520,000	\$150,800
OURAY COUNTY (ROAD & BRIDGE)	1.5030000	\$2,355.14	LODGING - IMPS	\$2,327,030	\$674,840
PUBLIC WELFARE	0.5530000	\$866.53	OFFICES - IMPS	\$98,060	\$28,440
SCHOOL DISTRICT R-2 (RIDGWA	12.9880000	\$20,351.68	RECREATION - IMPS	\$73,970	\$21,450
SCHOOL DISTRICT R-2 BOND (R	8.6780000	\$13,598.08	SPECIAL PURPOSE -	\$2,384,240	\$691,430
DALLAS PARK CEMETERY DISTRI	0.2030000	\$318.09	IMPS		
COLORADO RIVER WATER CONSER	0.2430000*	\$380.77	Total	\$5,403,300	\$1,566,960
TRI-COUNTY WATER CONSERVANC	1.9000000	\$2,977.22			
RIDGWAY LIBRARY DISTRICT	2.8070000	\$4,398.46			
REGIONAL SERVICE AUTHORITY	0.2600000	\$407.41			
RIDGWAY LIBRARY DISTRICT BO	0.5370000	\$841.46			
SCHOOL DISTRICT R-2 SALARIE	5.8440000	\$9,157.32			
OURAY COUNTY (EMS FUND)	2.0040000	\$3,140.19			
Taxes Billed 2015	46.6140000	\$73,042.28			

\* Credit Levy

ALL TAX LIEN SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRRAINT WARRANT FEES. CHANGES MAY OCCUR AND THE TREASURER'S OFFICE WILL NEED TO BE CONTACTED PRIOR TO REMITTANCE AFTER THE FOLLOWING DATES: PERSONAL PROPERTY AND MOBILE HOMES - SEPTEMBER 1, REAL PROPERTY - OCTOBER 1. **TAX LIEN SALE REDEMPTION AMOUNTS MUST BE PAID BY CASH OR CASHIERS CHECK.**

**P.O. Box 149  
541 4th STREET  
OURAY CO 81427-0149  
(970) 325-4487**

Sent: Tue 2/16/2016 2:40 PM

**From:** Jeanne Casolari <jcasolari@ouraycountyco.gov>  
**To:** 'Mark Castrodale'  
**Cc.**  
**Subject:** RE: Elk Mountain Resort

Mark,

They have paid the first half taxes on R2556. Second half is not due until June 15.

Jeanne

**Jeannine Casolari**  
Ouray County Treasurer & Public Trustee  
P.O. Box 149  
Ouray, CO 81427  
Phone: 970/325-4487  
Fax: 970/325-0452



**NOW, THEREFORE, BE IT RESOLVED**, that in accordance with the recommendation of the Ouray County Planning Commission, the Preliminary Development Plan for the Elk Mountain Resort is hereby Approved subject to the following processes, conditions and requirements:

**I. TELEPHONE SERVICE:** Prior to final approval of Phase I the Developer shall cause to be delivered to the County Administrator an unqualified commitment to serve the entirety of the proposed Elk Mountain Resort from U.S. West Communications, or a provider offering equivalent service, pursuant to Section 6.9(G) of the Ouray County Land Use Code.

**II. DAVE WOOD ROAD MAINTENANCE:** Prior to final approval of Phase I, there shall be an Agreement, between the Developer and either the United States Forest Service or the County, acceptable to the County, executed, in effect and properly bonded for, authorizing and requiring the Developer to conduct maintenance, under the terms and conditions of such Agreement, on that portion of Dave Wood Road that lies from the existing United States Forest Service Gate in Section 27, Township 47N, Range 10W, in a southerly direction to the Ouray County/Montrose County line.

**III. CONSTRUCTION BOND:** Prior to issuance of a building permit for any structure contemplated for construction during Phase I, Developer shall submit to the County a Construction Bond or other security in a form and amount acceptable to the County. Said Construction Bond shall be in an amount not less than the full amount of the Developer's cost to construct the entirety of all Phase I improvements and infrastructure. Prior to issuance of a building permit for any structure contemplated for construction during Phase II, Developer shall submit a Construction Bond or other security acceptable to the County, in similar fashion to secure construction of all Phase II improvements and infrastructure as preliminarily approved herein. The Developer may apply for partial bond release. Upon receipt of such application, the County shall conduct a bond release inspection of constructed improvements. If, following such inspection, the County finds that such improvements have been constructed in a manner that complies with all applicable state and local requirements, including those associated with PUD approval, the Developer shall be granted a partial release of the bond in an amount to be approved by the County.

**IV. ROAD MAINTENANCE IMPACT FEES:** This development is subject to payment of road maintenance impact fees pursuant to Ouray County Land Use Code Section 23.5G(1). Prior to final plan approvals for Phase I and Phase II, applicable impact fees shall be collected from the developer by the County. Developer may make and the County will consider a request for downward adjustment of the applicable maintenance impact fee for this development, pursuant to the process and criteria set forth at Ouray County Land Use Code Section 17.1 and 17.3.

**V. RECLAMATION BOND FOR PHASE I INFRASTRUCTURE:** Developer may not begin ground disturbance or construction of Phase I roads and infrastructure prior to final approval unless and until Developer submits to the County a reclamation bond or other security, acceptable to the County, for re-grading and re-vegetation of areas to be disturbed. The bond or other security shall be in a form and amount acceptable to the County.

**VI. FURTHER SUBDIVISION OR TRANSFER OF INTEREST PROHIBITED:** The Preliminary Development Plat shall contain a plat note stating the following:

Ownership of the real estate as shown on this plat will remain under the ownership of one and only one entity or person. No subdivision, timeshare or other means of transferring or dividing interests in the real estate as shown on the plat will occur without the prior approval of the Ouray County Board of County Commissioners. The County of Ouray is a beneficiary of this restriction and may, but is not obligated to, enforce this restriction.

**VII. WATER:** It is understood that Developer has not, to date, secured final absolute water rights sufficient to serve the Elk Mountain Resort as required by the Ouray County Land Use Code. Prior to final approval of Phase I, Developer must, therefore, satisfy all of the foregoing specific conditions regarding water use and availability:

- A. Developer must produce adequate 24-hour pumping tests from a properly qualified hydrologist, which demonstrate a minimum of 12 gallons per minute production on a year-round basis.
- B. The Developer must produce final written approval by the Colorado Department of Health for the domestic water supply and waste water treatment systems.
- C. Prior to final plan approval for Phase I, the Developer must fully develop water rights and receive a Water Court decree granting the Developer an absolute water right for all water needed for maximum approved build-out and occupancy for Phase I. Prior to final plan approval for Phase II, the Developer must fully develop water rights and receive a Water Court decree granting the Developer an absolute water right for all water needed for maximum approved build-out and occupancy for Phase II.

**VIII. SUPPLEMENTAL WATER HAULING:** Any form of water hauling may only be used to supplement a final decreed absolute water right as described above, in those circumstances, such as severe drought, where adequate water may not actually be available and under no circumstances may any water hauling alternative be used or considered as a permanent primary method of supplying water to the Elk Mountain Resort.

**IX. ON-SITE LAUNDRY PROHIBITED:** On-site laundry facilities are prohibited, unless the Developer demonstrates, to the satisfaction of the County, that the water supply and wastewater treatment has been upgraded sufficiently to handle this additional use.

**X. PHASING:** Developer shall submit, to the County, its complete application for Phase I final plan approval no later than March 1, 2001. Developer shall submit, to the County, its complete application for Phase II final plan approval no later than March 1, 2004. The Developer shall not submit and the County shall not accept for consideration any application for Phase II final plan approval until all infrastructure and utilities necessary to serve both Phase I and Phase II are completed and functional. In the event Phase II has not received final plan approval by March 1, 2004, and if the County has not granted an extension of that date, Phase II preliminary plan approval shall expire.

**XI. PHASE II LODGE - ARCHITECTURAL DESIGN REVIEW AND APPROVAL:** The County has reviewed and herein preliminarily approves the concept and location of the Phase II Lodge. Phase II final plan approval shall specifically require review and approval by the County of the proposed architectural design of the Phase II Lodge. Such approval shall not be withheld if the proposed

architectural design of the Phase II lodge is of the same concept and has substantially similar visual appearance as the buildings constructed in Phase I.

**XII. EMERGENCY SERVICES AND SECURITY PLAN:** Prior to and as a condition of any building permit approval for any Phase I structure, the Developer shall submit to the County, a detailed written plan, setting forth the Developer's proposal for fire protection and emergency services response at the Elk Mountain Resort. Such plans shall be subject to review and approval by the County and shall include, at a minimum:

- A. Details of employee fire fighting and emergency services training and certification procedures, including identification and description of employee positions that will be trained, what training will be required, how often training will occur, identification and qualifications of personnel who will provide training;
- B. Identification of on-site fire fighting and emergency services equipment, including specification of equipment that will be available on-site, maintenance plans for such equipment, and plans for employee training to use such equipment.

Further, as a condition of final plan approval for Phase I, the Developer shall submit to the County, for its review and approval, a detailed written security plan including a statement disclosing the entity or company that will be responsible for on-site security and a statement demonstrating that the security system will be appropriate for the character of Elk Mountain Resort. The security plan will further disclose the plan for coordination with local law enforcement officials in Montrose and Ouray Counties.

All orders, bylaws, and resolutions of the County, or parts thereof, inconsistent with this Resolution, are hereby repealed to the extent only of such inconsistency.

If any one or more sections or parts of this Resolution shall be adjudged unenforceable or invalid, such judgment shall not affect, impair, or invalidate the remaining provisions of this Resolution, it being the intention that the various provisions hereof are severable.

This Resolution shall take effect immediately upon its adoption.

Executed this 15<sup>th</sup> day of March, 1999

Voting in the affirmative: Alan Staehle, Joseph M. Mattivi, Frank Hodson

Voting in the negative: None

Absent: None.

THE BOARD OF COUNTY  
COMMISSIONERS OF OURAY COUNTY,  
COLORADO

By: Alan Staehle 031599  
Alan Staehle, Chairman Date



**CERTIFICATION TO DISCHARGE UNDER CDPS GENERAL PERMIT COG589000  
MINOR DOMESTIC WASTEWATER TREATMENT FACILITIES THAT DISCHARGE  
TO RECEIVING WATERS THAT ARE: UNCLASSIFIED; USE PROTECTED; REVIEWABLE; OR  
ARE DESIGNATED THREATENED AND ENDANGERED SPECIES HABITAT**

Certification Number: **COG589125**

**This Certification to Discharge specifically authorizes:**

**Elk Mountain Resort**  
to discharge from the facility identified as

**Elk Mountain Resort**  
**to: Happy Canyon Creek**

**Facility Type:** Aerated Lagoon System  
**Facility Address:** Approx 16 mi SW of Montrose on Dave Wood Rd, 81403 Ouray County  
**Facility Latitude/Longitude:** Latitude: 38.251696°, Longitude: -107.971266°

**Permitted Features:**

Permitted Feature 001A External Outfall	Latitude: 38.252057°, Longitude: -107.970815°; following disinfection and prior to entering Happy Canyon Creek
Permitted Feature 300I Influent Structure	Latitude: 38.251696°, Longitude: -107.971266°; at a representative location prior to chemical, physical, or biological treatment

The hydraulic and organic capacities, in this certification, are 0.0185 MGD and 50.4 lbs BOD5/day, respectively. These values are based on Site Approval number 4405 for this WWTF.

**Permit Limitations and Monitoring Requirements apply as outlined in the Permit Part I .B.3 for Classified Waters, that are Use Protected; Reviewable; or Designated Threatened and Endangered Species Habitat**

**Lagoon Facilities With Design Flows Of Less Than Or Equal To 0.5 MGD**

Permitted Feature ID: 001A

Permitted Feature Type: External Outfall for Lagoon WWTF < or = 0.5 MGD

Limit Set: 7

Lagoon Facilities with Design Flows Less Than or Equal to 0.5 MGD						
ICIS Code	Parameter	Limitation			Sampling	
		30-day Avg.	7-day Avg.	Daily Max	Frequency	Type
50050	Flow, MGD	0.0185 <sup>1</sup>		Report	Continuous <sup>4</sup>	Recorder <sup>4</sup>
00310	BOD5, mg/l	30	45		Monthly	Grab
81010	BOD5, percent removal <sup>2</sup>	85% (min)			Monthly	Calculated <sup>2</sup>
00530	Total Suspended Solids, mg/l	75	110		Monthly	Grab
50060	Total Residual Chlorine, mg/l	0.011		0.019	Weekly	Grab
00400	pH, s.u.			6.5-9.0	Weekly	Grab
84066	Oil and Grease, mg/l			Report	Weekly	Visual
03582	Oil and Grease, mg/l			10	Contingent	Grab
51040	<i>E. coli</i> , no/100 ml	205	410		Monthly	Grab
70295	Total Dissolved Solids, mg/l <sup>3</sup>	Report		Report	Quarterly	Grab

- The 30-day average effluent limitation for flow as identified in this certification, is based on the hydraulic capacity of the facility as outlined in the most recent site approval, and is enforceable under this permit.
- The % removal is based on the arithmetic mean of the BOD5 concentrations for effluent samples collected during the DMR reporting period, and shall demonstrate a minimum of eighty-five percent (85%) removal of BOD5 as measured by dividing the difference between the mean influent and effluent concentrations for the DMR monitoring period by the mean influent concentration for the DMR monitoring period, and multiplying the quotient by 100.
- TDS monitoring requirement is applied to this discharge since it is in the Colorado River basin.
- The monitoring frequency and sample type for effluent flow is specified in the certification and is fully enforceable under this permit. This treatment facility is required to have an effluent flow monitoring device.

**Site Specific Limitations**

ICIS Code	Parameter	Discharge Limitation			Sampling	
		30-day Avg.	7-day Avg.	Daily Max	Frequency	Type
00610	Total Ammonia, mg/l as N (until 9/30/2015)	Report		Report	Monthly	Grab
00610	Total Ammonia, mg/l as N (starting 10/1/2015)					
	January	3.5		8.5	Monthly	Grab
	February	3.1		7.5	Monthly	Grab
	March	2.2		4.9	Monthly	Grab
	April	1.9		4.1	Monthly	Grab
	May	2.4		5.3	Monthly	Grab
	June	3.0		7.1	Monthly	Grab
	July	2.3		6.4	Monthly	Grab
	August	1.9		5.3	Monthly	Grab
	September	2.3		5.8	Monthly	Grab
	October	3.1		7.4	Monthly	Grab
	November	3.1		7.4	Monthly	Grab
	December	2.6		6.0	Monthly	Grab

Permitted Feature ID: 3001

Permitted Feature Type: Influent Structure for Lagoon WWTF < or = 0.5 MGD

Limit Set: 3

**Lagoon Facilities With Design Flows Of Less Than Or Equal To 0.5 MGD**

ICIS Code	Parameter	Influent Monitoring			Monitoring Frequency	Sample Type
		30-Day Average	7-Day Avg.	Daily Max.		
50050G	Flow, MGD	Report		Report	Continuous <sup>1</sup>	Recorder <sup>1</sup>
00180P	Facility Capacity (% of Hydraulic Capacity) <sup>2</sup>	Report			Monthly	Calculated
00310G	BOD5, mg/l	Report	Report		Monthly	Composite
00310G	BOD5, lbs/day	Report	Report		Monthly	Calculated
00180Q	Facility Capacity (% of Organic Capacity) <sup>2</sup>	Report			Monthly	Calculated
70295G	Total Dissolved Solids, mg/l <sup>3</sup>	Report			Quarterly	Grab

<sup>1</sup> This treatment facility is required to have an influent flow measuring device and continuous recording device.

<sup>2</sup> The % capacity is to be reported against the listed capacities for the hydraulic capacity and for the organic capacities as noted in the Site Approval and as listed in this certification. The percentage should be calculated using the 30-day average values divided by the corresponding capacity, times 100.

<sup>3</sup> Samples are to be of the raw water supply (drinking water intake). If more than one source is being utilized, a composite sample proportioned to flow shall be prepared from individual grab samples.

**Compliance Schedule Item for Activities to Meet Total Ammonia Limits**

ICIS Code	Event	Description	Due Date
CS010	/Status/Progress Report	Submit progress report summarizing steps taken to meet the ammonia limitations.	05/01/2014
CS015	Commence Required Work or On-Site Construction	Submit a letter of notification that Final Design Approval has been received from the Division and construction has commenced.	10/01/2014
CS016	Complete Required Work or On-Site Construction	Complete construction of facilities or other appropriate actions, which will allow the permittee to meet the final limitations.	10/01/2015

**Compliance Schedule Item for Lagoon Seepage Study**

Code	Event	Description	Due Date
04399	Inflow/Infiltration Report	Investigate and submit conclusive information on the seepage from the lagoon system to determine if the allowable exfiltration rate of $10^{-6}$ cm/sec is exceeded. If liner integrity is the basis for determination that the seepage meets the criteria, then the report must be prepared by a professional engineer registered in Colorado.	10/1/2014

**Certification issued** 9/12/2013    **Effective** 10/1/2013    **Certification Expires:** 9/30/2018

This certification under the permit requires that specific actions be performed at designated times. The certification holder is legally obligated to comply with all terms and conditions of the permit.

Signed,



Eric Oppelt, P.E.  
Permits Unit Workgroup Leader  
Water Quality Control Division

STATE OF COLORADO )  
 ) SS. Resolution No. 2003-025  
 COUNTY OF OURAY )

At a regular meeting of the Board of County Commissioners for Ouray County, Colorado held at the Court House, Ouray, Colorado on the 2nd day of June A.D., 2003.

When the following proceedings, among others, were had and done, to-wit:

**WHEREAS**, TAVITAC Corporation, ("Developer") has submitted to Ouray County an application for a Preliminary Plan/Plat Amendment for the following requests;

1. Split Phase 1 into two phases, Phases 1A and Phase 1B. Phase 1A would include completion of all infrastructure for Phase 1, Phase 1 Lodge, all recreational amenities and one guest cottage. Phase 1B would include the remaining guest cottages.
2. Allow the Resort to offer training courses in firearm use and safety. This request is in conjunction with a previous request to allow the recreation building to be utilized as a shooting facility.
3. Allow the construction of two additional buildings that will be used to house engineering, housekeeping and a fitness center.

**WHEREAS**, the Ouray County Planning Commission has reviewed the application in accordance with Section 6 of the Ouray County Land Use Code; and,

**WHEREAS**, the Board of Commissioners of Ouray County is now prepared to take action on the recommendation of the Ouray County Planning Commission regarding said application.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Commissioners of Ouray County hereby Approves the request.

Voting in the affirmative: Commissioners Don Batchelder, Tom Hollenbeck  
 Commissioner Bill Ferguson abstained.

Absent: None.



**RESOLUTION  
RE: ELK MOUNTAIN RESORT PLANNED UNIT DEVELOPMENT  
FINAL PLAN/PLAT**

**WHEREAS**, TAVITAC Corporation, by and through their agents Thomas S. Forman and David Masters, has submitted to Ouray County a Final Development Plan/Plat for the proposed Elk Mountain Resort PUD – Phase 1A; and

**WHEREAS**, the Ouray County Planning Commission has reviewed the proposed Final Development Plan/Plat during a Regular Meeting on the 26<sup>th</sup> day of August 2003; and

**WHEREAS**, the Board of County Commissioners has reviewed the proposed Final Development Plan/Plat in accordance with Section 6.10 and Section 6.12 of the Ouray County Land Use Code during a regular meeting on the 27<sup>th</sup> day of November 2003 and is ready to take action.

**NOW, THEREFORE, BE IT RESOLVED**, that in accordance with the recommendation of the Ouray County Planning Commission, the Final Development Plan/Plat for Elk Mountain Resort PUD Phase 1A is hereby **APPROVED WITH CONDITIONS** as follows:

1. A note shall be placed on the plat using the language set forth under Condition VI of Resolution No. 1999-019.
2. A road maintenance agreement shall be signed by the Developer and the County prior to recordation of the Final Plan/Plat.
3. First Responders shall be required as part of the emergency plan.

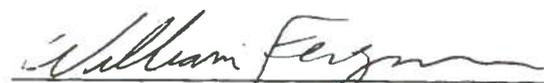
Adopted this 3<sup>rd</sup> day of November, 2003.

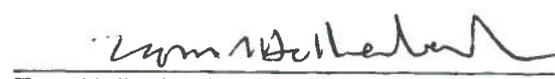
ATTEST:

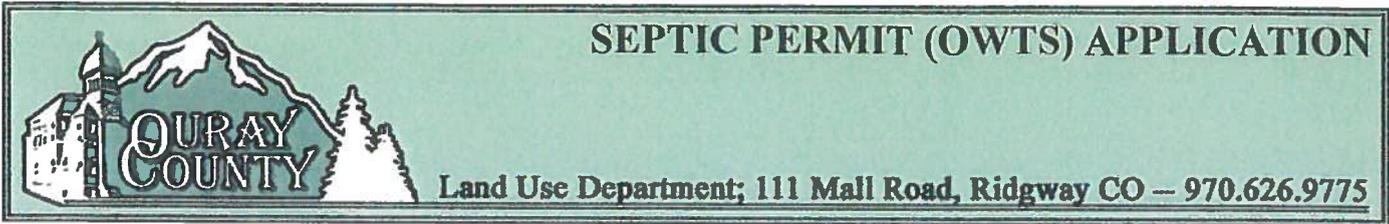
  
Michelle Olin, County Clerk & Recorder  
By: Linda Munson-Haley,  
Deputy Clerk of the Board

BOARD OF COUNTY COMMISSIONERS  
OURAY COUNTY, COLORADO.

  
Don Batchelder, Chairman

  
William Ferguson, Vice-chairman

  
Tom Hollenbeck, Member



This application must include system plans designed and stamped by a licensed engineer in the State of Colorado, a site plan with all pertinent physical features on the subject property and adjacent properties, a site/soil Evaluation, the criteria used to develop design, and any additional information required by the County or State of Colorado.

Job site is located in:  Unincorporated Ouray County     City of Ouray     Town of Ridgway  
 Job Site Address: 97 Elk Walk Rd., Montrose, CO 81401 Parcel #: 425916200031  
 Legal Description: Qtr. Sections: SW SE Section: 9 Town: 46 N Range: 10 W  
 Subdivision Name: \_\_\_\_\_ Filing: \_\_\_\_\_ Lot Name/Number: \_\_\_\_\_

\*Available at [www.ouraycountyassessor.org](http://www.ouraycountyassessor.org)

Owner(s) Name: Elk Mountain Resort, LLC  
 Mailing Address: 120 North Robertson Blvd City/ST/Zip: Los Angeles, CA 90048  
 Phone: 310-855-8230 Email Address: jvandeever@decurion.com

Systems Contractor's Name (general): \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ City/ST/Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Engineer's Name: Larry M. Reschke, Del-Mont Consultants, Inc.  
 Mailing Address: 125 Colorado Ave. City/ST/Zip: Montrose, CO 81401  
 Phone: 970-249-2251 Email Address: lreschke@del-mont.com

Excavator's Name: \_\_\_\_\_  
 Mailing Address: \_\_\_\_\_ City/ST/Zip: \_\_\_\_\_  
 Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Class of Work:  New     Alteration     Repair     Emergency use permit needed during repair\*  
 \*Emergency use permits may be issued to allow use of an existing system until such repairs can be made to remedy the problem. Emergency Use Permit may be issued for the same duration of time as a repair permit.

System will be used for what type of building?     Single-Family Dwelling     Garage     Agriculture  
 Resort facility in caretaker mode     Shop/Storage     Mobile/Modular     Commercial

Building Sq. Footage: \_\_\_\_\_ # of bedrooms \_\_\_\_\_ # of Bathrooms \_\_\_\_\_ # of Other Rooms \_\_\_\_\_  
 Distance from property lines: Front: \_\_\_\_\_ Rear: 80' Side 1: 80' Side 2: \_\_\_\_\_

**Describe Project:** Convert existing State authorized lagoon WWTF into a County OWTS Wastewater Pond evaporation system. See attach design details.

Design capacity, maximum montly average of 8 persons per day.

**Please Read and Sign Below:**

*I hereby certify that I have read this application completely and that all information provided is correct to the best of my knowledge. All laws, regulations, and ordinances governing the scope of the project contemplated by this application will be complied with, whether or not specifically described within this application. (Including Ouray County OWTS Regulations adopted by the Ouray County Board of Health and Regulation No. 43/On-Site Wastewater Treatment System Regulation, adopted by the Colorado Department of Public Health and Environment - Water Quality Control Commission.)*

*I understand that providing false or misleading information may result in any permit(s) issued being revoked. The granting of a permit does not presume to give authority to violate or cancel the provisions of any other state or local law regulating the scope of the project contemplated by this application.*

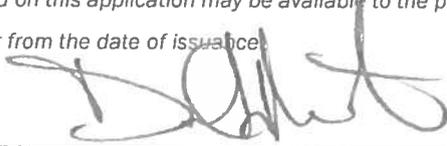
*I understand that this permit shall expire one year from issue date should construction not begin.*

*I understand that work is not to commence until this permit is approved and issued to me.*

*I understand that the County must inspect the installed system prior to backfilling or covering the system.*

*I understand that this application may be open for public inspection as required by the Colorado Open Records Law (C.R.S. 24-72-202, et seq.) and that my personal information contained on this application may be available to the public for review.*

*I understand that this permit is valid for one year from the date of issuance.*

**Signature of Owner or Agent:**  **Date:** 2/10/16

**Printed Name of Owner or Agent:** David L. Masters  
(If Agent, a completed Agent Authorization Form must be included with the permit submittal )

**FOR OFFICE USE ONLY – DETERMINATION:**

Plans and specifications are in compliance to the OSWTS Act and regulations and are hereby approved for installation as described herein.

Plans and specifications are not in compliance to the OSWTS Act and regulations. Therefore, this application is denied for the following reasons: \_\_\_\_\_

Building Official: \_\_\_\_\_ Date: \_\_\_\_\_

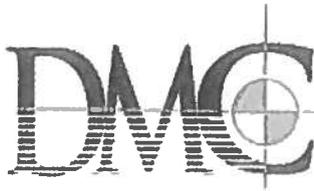
**FOR OFFICE USE ONLY – INSPECTIONS:**

Tank Inspection - - - - Inspection Date: \_\_\_/\_\_\_/\_\_\_ Passed by: \_\_\_\_\_

Final Inspection - - - - Inspection Date: \_\_\_/\_\_\_/\_\_\_ Passed by: \_\_\_\_\_

Notes: \_\_\_\_\_

Building Official: \_\_\_\_\_ Date: \_\_\_\_\_



DEL-MONT CONSULTANTS, INC.  
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125 Colorado Ave. ▼ Montrose, CO 81401 ▼ (970) 249-2251 ▼ (970) 249-2342 FAX  
www.del-mont.com ▼ service@del-mont.com

## **ELK MOUNTAIN RESORT – OWTS WASTEWATER POND**

### **Introduction – Existing Wastewater Treatment System**

The Elk Mountain Resort Wastewater Treatment Facility (WWTF), CDPS Certification Number COG589125 (formerly Facility Number COG 589090) consists of a 4 cell lagoon treatment system. The system was designed for a 30 day average flow of 18,500 GPD (0.0185 MGD) with surface water discharge to Happy Canyon Creek. It was designed and permitted in 1998 and 1999, and installed in 2000. The lagoons were one of the initial installations of the Resort and other infrastructure was installed until 2007 when the economy caused the Resort to close. During the 2001-2007 timeframe, the Resort operated on a limited seasonal basis. Since 2007 the facility has been in caretaker mode.

In October, 2008, Colorado Department of Public Health and Environment (CDPHE) amended the surface water discharge permit to include ammonia limits with only reporting of the values for the term of the permit which expired in October 2010. Included in the amended permit was a timetable for actual compliance with the ammonia limits. The compliance schedule required a “Plan of Study” within a year listing options for meeting the ammonia limits. Annual status reports were required with necessary action taken by May 31, 2013.

A lagoon wastewater treatment system, typically, cannot regularly meet the ammonia limits and at the elevation of the Resort, compliance year round is not considered possible. The feasibility of a new \$500,000 to \$1,500,000 WWTF for an idle resort could not be justified. Del-Mont prepared a Study Plan listing short term and long term solutions. To avoid spending extra money on short term solutions, we asked CDPHE for a suspension of the compliance schedule until the Resort resumed operations. The suspension was not granted but two extensions were granted. In the last extension they said that further extension would not be granted. The current compliance schedule requires that final design of the new WWTF be approved by CDPHE by October 1, 2015, and that the facility be constructed and in operation by October 1, 2016. A design for approval by CDPHE has not been submitted at this point.

### **Limited Operation Options**

An alternative to meeting compliance with ammonia limits is to eliminate the need for the surface water discharge permit. The short term options that were evaluated several years ago in the Study Plan included derating the WWTF treatment capacity such that the lagoons could be used as evaporation ponds with no discharge or to acquire a County Individual Sewage Disposal System with a capacity of less than 2,000 gallons per day. Since the initial evaluation, the short term options have been revised to focus on a County regulated wastewater pond OWTS. The OWTS would provide very limited facility use, primarily maintenance staff, but could include property marketing events and private family and friends visits. The transformation to a County wastewater pond OWTS could be accomplished by adding a septic tank ahead of the lagoons and blocking the existing effluent discharge pipe.

### Regulation 43.12C – Wastewater Pond

This report details the projected capacity of the existing lagoons for use as a wastewater pond in accordance with On-site Wastewater Treatment System Regulation 43.12.C. - Wastewater Pond. This state Regulation 43 has been adapted by Ouray County. The following is a discussion of how this design meets the requirements of 43.12.C for a wastewater pond:

1. New wastewater pond prohibited for single family home – This plan is for a remote facility with multiple building connections. We do not believe that it equates to a single family home.
2. Septic tank to precede wastewater pond – We are proposing to install two 1000 gallon septic tanks in series or a two compartment 2,000 gallon septic tank ahead of the existing lagoons. The tank would be installed in-line with to the existing collection sewer pipe southwest of the lagoons. The location is shown on Sheet 1 of 2. In accordance with Regulation 43.9.B.2.b., two 1000 gallon or one 2,000 gallon two compartment septic tank will be installed in-line with the existing sewer collection line. The projected maximum daily flow for this system is 1000 GPD. The 2,000 gallon tank capacity will provide the 48 hour detention required by this regulation.
3. Depth of the design volume to be 5' – The meaning of this regulation is a little vague because a design area to provide capacity for evaporation is normally calculated rather than a design volume for a wastewater pond. The deeper the pond the more capacity for variations in flow during the year. In the case of these existing ponds, the ponds were designed for depth of 12' with a 3' freeboard, therefore the depth exceeds the 5' required.
4. Minimum freeboard of 2' - As a lagoon wastewater treatment facility, the lagoons were designed with a 3' freeboard. Freeboard design implies that the liquid level could be maintained to the top, but for safety purposes it will be maintained at a lower level. To maximize the evaporation capacity, we are proposing using the maximum surface area where there is a freeboard of 2'.
5. Fencing – The lagoon system is already fenced to exclude medium to large wildlife, livestock and unauthorized people. The fence will continue to be maintained for this purpose.
6. System must be designed for a monthly water balance – This item in the regulation requires that wastewater inflows, precipitation and evaporation be taken into account for the design capacity of the system. The design calculations are shown in the following section of this report.
7. Seepage from the wastewater pond shall not exceed 1/32<sup>nd</sup> inch per day – The ponds were lined with a 36 mil reinforced polypropylene geomembrane liner installed on a protective non-woven geotextile fabric. When installed properly, this type liner prevents any seepage. The initial installation was found to be good and a subsequent investigation of the integrity of the liners in 2014 found that the liners continue to be in good condition.
8. Pond Maintenance – Wastewater ponds are frequently installed in soils subject to plant growth and erosion. This item provides management of the plant growth and erosion protection. With the liners, this will not be an issue, as vegetation cannot penetrate the liner.
9. PE design – This design is being prepared by a Professional Engineer.



## Location

Elk Mountain Resort is located in Ouray County in portion of Sections 9 and 16, Township 46 North, Range 10 West, NMPM. On Dave Wood Road, approximately 18 miles southwest of Montrose, Colorado. The existing lagoons are located in the northeast corner of the property as shown on Sheet 1 of 2. Sheet 1 of 2 shows design details of the existing Elk Mountain Resort Wastewater Treatment Facilities (WWTF).

## Design Calculations

The volume of wastewater that can be disposed of by the existing WWTF lagoons is dependent upon the inflows and outflows associated with the pond. The discharge pipe will be blocked, therefore, the outflows will consist of evaporation. The other inflows will be precipitation. Evaporation will occur at or below the maximum water level in the ponds, which will be 2' below the top level of the ponds. For these calculations, average evaporation surface area was assumed to be ½' below the maximum evaporation surface area. The precipitation area will include the sloped sides up to the top of the ponds. Note that the lined edges are slightly higher than the adjacent grade around the ponds and no other surface water will be directed into the ponds. Based on the as-constructed drawings of the WWTF, the areas for the existing lagoons at the proposed average design liquid level, 2.5' below maximum, and at the maximum level are as follows:

- Pond 1 – Evaporation Surface Area 5,810 SF  
Precipitation Surface Area 7,298 SF
- Pond 2 – Evaporation Surface Area 5,959SF  
Precipitation Surface Area 7,452 SF
- Pond 3 – Evaporation Surface Area 5,656 SF  
Precipitation Surface Area 7,107 SF
- Pond 4 – Evaporation Surface Area 3,290 SF  
Precipitation Surface Area 4,394 SF
- Total – Evaporation Surface Area 20,715 SF  
Precipitation Surface Area 26,251 SF

The evaporation used for these calculations was taken from the NOAA Technical Report NWS 33 Evaporation Atlas for the Contiguous 48 United States, June 1982. Map #3 in this publication shows the Free Water Surface Evaporation – Shallow Lake on an annual basis. The Map is small and covers the entire 48 states. Attached is a cover sheet for the report, an enlarge legend for Map 3 and an enlarged portion of Map 3 showing the approximate location of Elk Mountain Resort near the center of the page with a circled X. The location is on the 40" annual evaporation isopleth.

The Colorado Department of Water Resources regularly deals with water loss due to evaporation. Water loss due to evaporation can impact water rights differently depending upon the month, therefore they have developed a guidance document that includes the estimated distribution of evaporation loss by month. General Guidelines for Substitute Water Supply Plans



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for Sand and Gravel Pits, Updated April 15, 2011 is one of their documents that lists a monthly distribution. Paragraph 11 calls for taking the Free Water Surface evaporation from the NOAA Technical Report NWS 33 and applying a distribution factor for each month. There is one list for locations below 6500' and another one for locations above 6500'. The distribution for locations above 6500' was used in the attached Tables 1 and 2 to calculate the monthly evaporation in inches. The monthly evaporation was multiplied by the average evaporation surface area to calculate the monthly evaporation volume in gallons.

The Western Region Climate Center maintains weather stations at multiple sites around Colorado. These stations record daily metrological data and the information is used to prepare monthly climates summaries. The two closest stations are Montrose and Ridgway. The Ridgway, Colorado (057020) station was chosen being most representative of the Resort location. The average total precipitation by month was used in Tables 1 and 2 to calculate the monthly precipitation volume in gallons. A copy of the Ridgway Climate Summary is attached.

The total evaporation is projected to be 40" and the total precipitation is projected to be 17.23", therefore, the wastewater that could be evaporated should be around 22.77" (40" - 17.23"). It will be a little less to account for a larger precipitation area than evaporation area. Table 1 was prepared to show a possible uniform daily flow that could be accommodated by evaporation, and Table 2 was prepared for possible seasonal monthly average flow that could be accommodated by evaporation. Either way, the estimated wastewater evaporation would be approximately 18".

We are proposing this design based on a maximum of 1,000 gallons per day. Onsite Wastewater Treatments Systems are typically based on a maximum day knowing that an average daily load will typically be lower. Based on the Table 1 calculations, the average daily wastewater flow could be around 643 gallons per day and be accommodated by evaporation.

There can be variations in precipitation and evaporation from year to year. Assuming that evaporation and wastewater discharge remain the same, each additional inch of precipitation would increase the average pond water level by approximately 0.10'. Thus a 5" (approximately 30%) increase in rainfall during the year could temporarily reduce the free board by 0.5'.

### **Implementation**

With the depth of the ponds, there is adequate capacity for wastewater solids and the associated treatment in the existing lagoons and a septic tank would not be necessary. The OWTS regulations call for septic tank ahead of the wastewater pond and a tank will be installed in accordance with the regulations. The ponds are connected by piping and level control boxes which allow the Operator to vary the liquid level in the ponds. For this application, the level control boxes will be set to allow free flow from one pond to the next. Sheet 2 of 2 shows a hydraulic profile from for the existing WWTF. Notes have been added to the diagram to show the proposed maximum water level, the free board and the location that the discharge line will be blocked.

### **Operation and Maintenance**

Maintenance staff will record monthly water levels and maintain a log of these readings. The existing influent flow meter is not well suited for low flows and will not be used to monitor inflows. Under the current Surface Water Discharge Permit, the state allows the use of the



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domestic water system flow meter as an indicator of the influent flow. Maintenance staff will continue to record the water meter monthly as an indicator of the wastewater flow in to the ponds. The numbers will be available for County inspection, if the County so desires. If at some point the water level in pond exceeds the maximum design elevation for 4 consecutive months, the actual flows will be analyzed against the design flow assumptions. It may be necessary to reduce the facility discharge below the design projections, if the water level increases with less than design loading. Additionally, septic tank hauling trucks could be employed if it is necessary to reduce the pond water levels or to remove floating oil or grease that could inhibit evaporation.

One potential problem with wastewater ponds is odor if exchange of oxygen at the surface is inadequate. The Resort is remote enough that it is not anticipated that an odor will cause a public nuisance. The facility is equipped with subsurface air diffusers and a pair of blowers that could be recommissioned to aerate the ponds if odor were to be a problem in the future. Aeration would typically resolve the odor problem.

Prepared by: Larry M. Reschke, Revised 1/05/16



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## ATTACHMENTS

NOAA Technical Report NWS 33 - Cover Sheet

- Legend for Map 3

- Enlarged portion of Map 3

Western Region Climate Center – Ridgway, Colorado (057020)  
Period of Record Monthly Climate Summary

Table 1 - Non-Discharging Wastewater Pond Calculations – Uniform  
Monthly flow

Table 2 - Non-Discharging Wastewater Pond Calculations – Variable  
Monthly flow

Sheet 1 – Proposed Wastewater Treatment Ponds, Plan View

Sheet 2 – Proposed Wastewater Treatment Ponds, Details



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NOAA Technical Report NWS 33

# Evaporation Atlas for the Contiguous 48 United States

Richard K. Farnsworth  
Edwin S. Thompson  
and  
Eugene L. Peck

Office of Hydrology  
National Weather Service  
Washington, D.C.  
June 1982

**U. S. DEPARTMENT OF COMMERCE**  
Malcolm Baldrige, Secretary

**National Oceanic and Atmospheric Administration**  
John V. Byrne, Administrator

**National Weather Service**  
Richard E. Halgren, Director



MAP 3.

ANNUAL

# FREE WATER SURFACE EVAPORATION (SHALLOW LAKE)

1956-1970  
INCHES

## EXPLANATION OF ISOPLETHS

### WESTERN STATES INTERVALS

5 inches - < 80 inches

10 inches - > 80 inches

Interval irregular where crowded

----- Areas of limited data

----- Additional information for areas of shallow gradient above 80 inches

### EASTERN STATES INTERVALS

4 inches - standard interval  
----- 2 inch interval used

for areas of shallow gradient

U.S. DEPT. OF COMMERCE

NATIONAL WEATHER SERVICE

OFFICE OF HYDROLOGY  
HYDROLOGIC RESEARCH LABORATORY

NOAA

3

MAP



# RIDGWAY, COLORADO (057020)

## Period of Record Monthly Climate Summary

Period of Record : 5/15/1982 to 12/31/2005

	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Annual
Average Max. Temperature (F)	39.6	42.9	50.1	57.0	67.6	77.8	82.5	80.3	73.6	62.1	47.7	39.3	60.0
Average Min. Temperature (F)	5.2	11.0	19.1	26.0	33.0	38.1	44.6	43.9	35.5	24.9	16.2	6.3	25.3
Average Total Precipitation (in.)	0.84	0.85	1.46	1.47	1.56	1.07	2.00	2.28	1.89	1.58	1.44	0.80	17.23
Average Total SnowFall (in.)	12.3	12.5	16.0	7.5	1.9	0.0	0.0	0.0	0.0	3.5	13.7	13.9	81.3
Average Snow Depth (in.)	4	4	2	0	0	0	0	0	0	0	1	3	1

Percent of possible observations for period of record.

Max. Temp.: 97% Min. Temp.: 97% Precipitation: 98.6% Snowfall: 98.6% Snow Depth: 96.8%

Check [Station Metadata](#) or [Metadata graphics](#) for more detail about data completeness.

Western Regional Climate Center, [wrc@dr.edu](mailto:wrc@dr.edu)

5  
4  
.37

**ELK MOUNTAIN RESORT  
NON-DISCHARGING WASTEWATER POND CAPACITY CALCULATIONS  
TABLE 1 - Uniform Monthly Flow**

Date: 5-Oct-15  
By: Larry Reschke, PE  
Del-Mont Consultants, Inc.  
Project #: 12052

Assumptions: Free Water Surface Evaporation, Shallow Lake, NOAA Technical Report NWS 33, Map 3 = 40"/year  
Evaporation Distribution - Division of Water Resources, General Guidelines for Substitute  
Water Supply Plans for Sand and Gravel Pits, April 1, 2011, Paragraph 11- Depletions  
Precipitation - Ridgway, Western Region Climate Center, 1982-2005  
Maximum evaporation surface area, 2' below top = 20,715 SF  
Maximum precipitation surface area, top of pond = 26,251 SF  
Assumed beginning of the year water level = 8886.13 Ft

Month	Evap. Distr. %/Mo	Evap. In/Mo	Evap. Loss Gal/Mo	Precip In/Mo	Precip. Gain Gal./MO	WW Disc. GPD	WW Disc. Gal./Mo	Net Volume Change Gal.	Pond Level Variation FT.	Pond Water Level End of Month FT.
Jan	1	0.4	(5,165)	0.84	13,745	643	19,933	28,513	0.18	8886.31
Feb	3	1.2	(15,495)	0.85	13,909	643	18,004	16,418	0.11	8886.42
Mar	6	2.4	(30,990)	1.46	23,890	643	19,933	12,834	0.08	8886.50
Apr	9	3.6	(46,484)	1.47	24,054	643	19,290	(3,141)	-0.02	8886.48
May	12.5	5	(64,562)	1.56	25,526	643	19,933	(19,102)	-0.12	8886.36
Jun	15.5	6.2	(80,057)	1.07	17,509	643	19,290	(43,258)	-0.28	8886.08
Jul	16	6.4	(82,639)	2	32,726	643	19,933	(29,980)	-0.19	8885.89
Aug	13	5.2	(67,144)	2.28	37,308	643	19,933	(9,903)	-0.06	8885.82
Sep	11	4.4	(56,814)	1.89	30,926	643	19,290	(6,598)	-0.04	8885.78
Oct	7.5	3	(38,737)	1.58	25,854	643	19,933	7,050	0.05	8885.83
Nov	4	1.6	(20,660)	1.44	23,563	643	19,290	22,193	0.14	8885.97
Dec	1.5	0.6	(7,747)	0.8	13,090	643	19,933	25,276	0.16	8886.13
Total	100	40	(516,494)	17.24	282,100		234,695	301	0.00	

Evaporation per Month = % Distribution X Free Surface Evaporation

Evaporation Loss per Month = Evaporation/Month/12 in/ft X Evaporation Surface Area X 7.48 gal/cf

Precipitation Gain per Month = Precipitation/Month/12 in/ft X Precipitation Surface Area X 7.48 gal/cf

Wastewater Discharge - Assumed daily discharge

Wastewater Discharge per Month = Daily Wastewater Discharge X # days in month

Net Volume Change = Evaporation Loss per Month + Precipitation Gain per Month + Wastewater Discharge

Pond Level Variation = Net Volume Change/ 7.48 gal/cf / Evaporation Surface Area

Pond Water Level Elevation = Previous Water Level Elevation + Net Volume Change

**ELK MOUNTAIN RESORT**  
**NON-DISCHARGING WASTEWATER POND CAPACITY CALCULATIONS**  
**TABLE 2 - Variable Monthly Flow**

Date: 5-Oct-15  
 By: Larry Reschke, PE  
 Del-Mont Consultants, Inc.  
 Project #: 12052

Assumptions: Free Water Surface Evaporation, Shallow Lake, NOAA Technical Report NWS 33, Map 3 = 40"/year  
 Evaporation Distribution - Division of Water Resources, General Guidelines for Substitute  
 Water Supply Plans for Sand and Gravel Pits, April 1, 2011, Paragraph 11- Depletions  
 Precipitation - Ridgway, Western Region Climate Center, 1982-2005  
 Maximum evaporation surface area, 2' below top = 20,715 SF  
 Maximum precipitation surface area, top of pond = 26,251 SF  
 Assumed beginning of the year water level = 8886.33 Ft

Month	Evap. Distr. %/Mo	Evap. In/Mo	Evap. Loss Gal/Mo	Precip In/Mo	Precip. Gain Gal./MO	WW Disc. GPD	WW Disc. Gal./Mo	Net Volume Change Gal.	Pond Level Variation FT.	Pond Water Level End of Month FT.
Jan	1	0.4	(5,165)	0.84	13,745	300	9,300	17,880	0.12	8886.45
Feb	3	1.2	(15,495)	0.85	13,909	300	8,400	6,814	0.04	8886.49
Mar	6	2.4	(30,990)	1.46	23,890	300	9,300	2,201	0.01	8886.50
Apr	9	3.6	(46,484)	1.47	24,054	300	9,000	(13,431)	-0.09	8886.42
May	12.5	5	(64,562)	1.56	25,526	800	24,800	(14,235)	-0.09	8886.33
Jun	15.5	6.2	(80,057)	1.07	17,509	1000	30,000	(32,548)	-0.21	8886.11
Jul	16	6.4	(82,639)	2	32,726	1000	31,000	(18,913)	-0.12	8885.99
Aug	13	5.2	(67,144)	2.28	37,308	1000	31,000	1,164	0.01	8886.00
Sep	11	4.4	(56,814)	1.89	30,926	1000	30,000	4,112	0.03	8886.03
Oct	7.5	3	(38,737)	1.58	25,854	800	24,800	11,917	0.08	8886.10
Nov	4	1.6	(20,660)	1.44	23,563	600	18,000	20,903	0.13	8886.24
Dec	1.5	0.6	(7,747)	0.8	13,090	300	9,300	14,643	0.09	8886.33
Total	100	40	(516,494)	17.24	282,100		234,900	506	0.00	

Evaporation per Month = % Distribution X Free Surface Evaporation

Evaporation Loss per Month = Evaporation/Month/12 in/ft X Evaporation Surface Area X 7.48 gal/cf

Precipitation Gain per Month = Precipitation/Month/12 in/ft X Precipitation Surface Area X 7.48 gal/cf

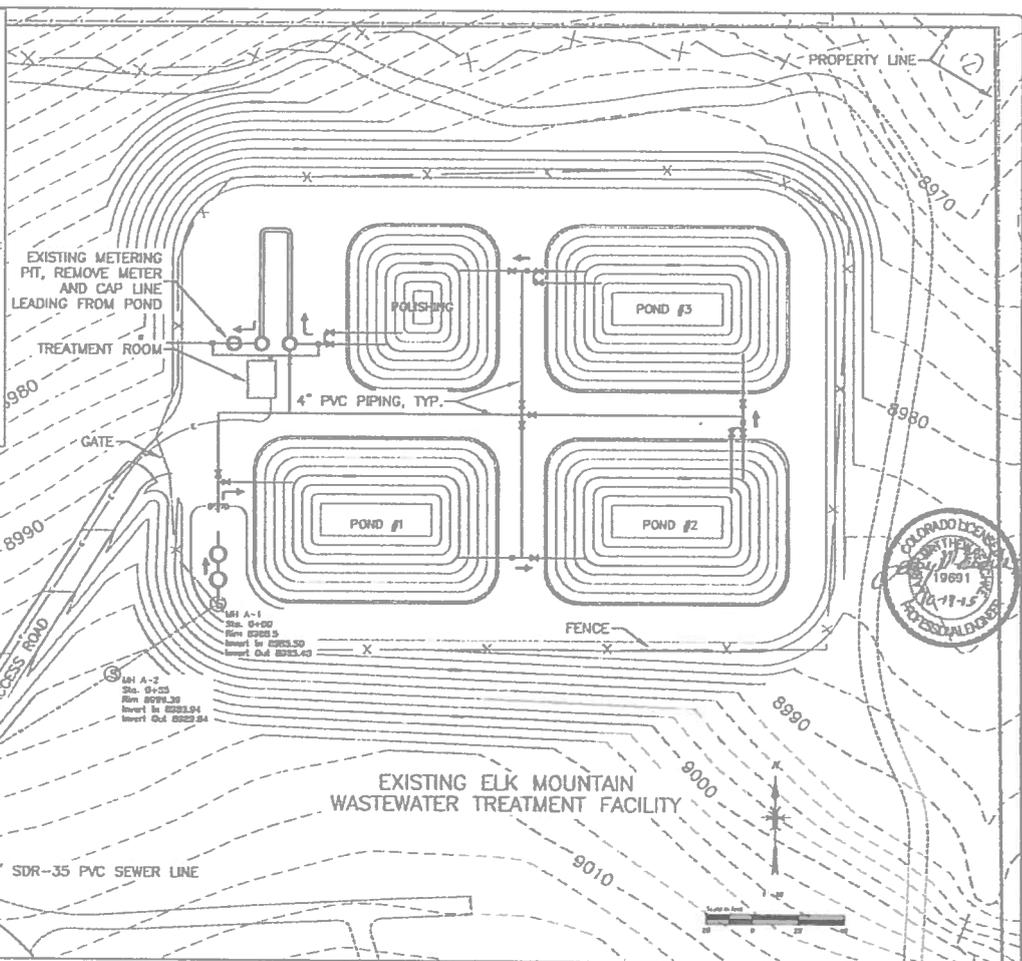
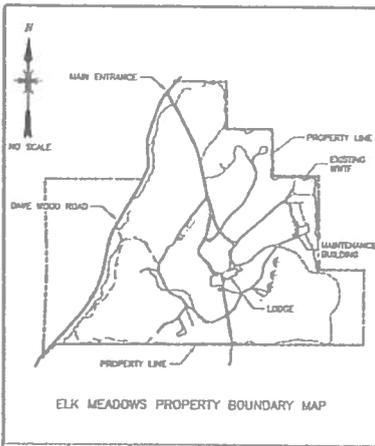
Wastewater Discharge - Assumed daily discharge

Wastewater Discharge per Month = Daily Wastewater Discharge X # days in month

Net Volume Change = Evaporation Loss per Month + Precipitation Gain per Month + Wastewater Discharge

Pond Level Variation = Net Volume Change/ 7.48 gal/cf / Evaporation Surface Area

Pond Water Level Elevation = Previous Water Level Elevation + Net Volume Change



JOIN EXISTING SEWER LINE AND INSTALL CLEAN-OUT  
 INSTALL NEW 2,000 GALLON SEPTIC TANK

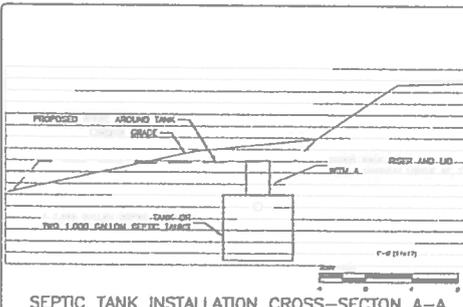
MH A-3  
 Sta. 2+48.2  
 Rim 8903.38  
 Invert In 8902.18  
 Invert Out 8902.08

MH A-1  
 Sta. 6+00  
 Rim 8983.5  
 Invert In 8982.50  
 Invert Out 8983.40

MH A-2  
 Sta. 9+25  
 Rim 8990.38  
 Invert In 8989.04  
 Invert Out 8989.84

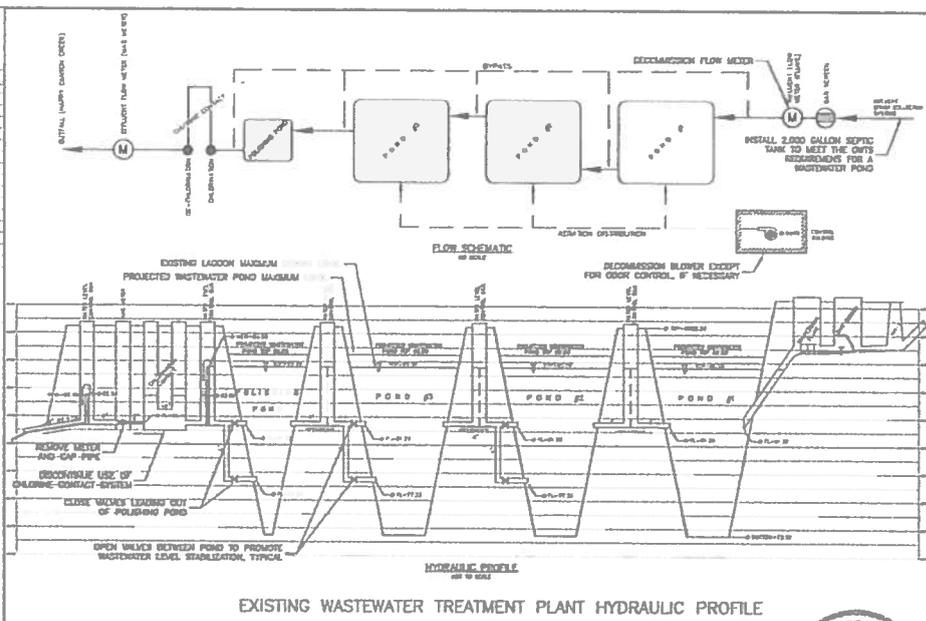


ELK MOUNTAIN RESORT WASTEWATER POND CWTS Basin No. 001	PROJECT NO. 11-15 DATE 11-15-11
PROPOSED WASTEWATER TREATMENT PONDS PLAN VIEW	
1	11

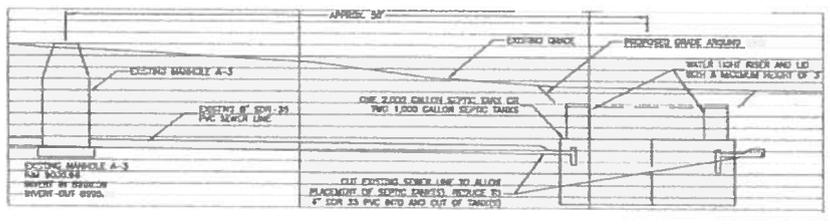


SEPTIC TANK INSTALLATION CROSS-SECTION A-A

- SEPTIC TANK SPECIFICATIONS**
- SEPTIC TANK SHALL BE MANUFACTURED AND INSTALLED IN ACCORDANCE WITH COPS REGULATION 43.9 A TANK AND VAULTS
  - TANK SHALL BE MARKED WITH:
    - NAME OF MANUFACTURER
    - MODEL OR SKL IF AVAILABLE
    - EFFECTIVE VOLUME
    - MAXIMUM DEPTH OF COVER ALLOWABLE
    - INLET AND OUTLET IDENTIFICATION
  - CONCRETE TANK SHALL COMPLY WITH STANDARD DESIGN CRITERIA OF ASTM C1227-12 FROM A COPS APPROVED MANUFACTURER.
  - FIBERGLASS, FIBERGLASS REINFORCED PLASTIC AND PLASTIC TANKS SHALL MEET THE MINIMUM DESIGN AND STRUCTURAL CRITERIA OF RFD/HD 21000-2007 FROM A COPS APPROVED MANUFACTURER.
  - BUOYANCY CONTROL UNNECESSARY FOR THIS APPLICATION.



EXISTING WASTEWATER TREATMENT PLANT HYDRAULIC PROFILE



SEPTIC TANK INSTALLATION PROFILE B-B

**GENERAL NOTES & SPECIFICATIONS**

1. ALL WORK SHALL CONFORM TO THE REQUIREMENTS OF GUNNY COUNTY, COLORADO LAND USE DEPARTMENT AND COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT REGULATION 43, AS MODIFIED BY GUNNY COUNTY.
2. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING NECESSARY PERMITS PRIOR COMMENCING CONSTRUCTION AND SHALL PROVIDE ENGINEER WITH A COPY OF ALL NECESSARY PERMITS PRIOR TO FIRST INSPECTION.
3. CONTRACTOR SHALL LOCATE ALL INTERFERING UTILITIES PRIOR TO ANY EXCAVATION.
4. CONTRACTOR SHALL NOTIFY ENGINEER AT LEAST 48 HOURS IN ADVANCE FOR THE FOLLOWING ON-SITE OBSERVATIONS:
  - a. AFTER THE SEPTIC TANK HAS BEEN SET AND PIPING HAS BEEN CONNECTED
  - b. AT COMPLETION OF WORK
5. APPROVAL FROM ENGINEER MUST BE OBTAINED BY WRITING PRIOR TO MAKING ANY CHANGES TO THE DESIGN AND PLANS.
6. CONTRACTOR SHALL PROVIDE ENGINEER WITH A MARKED-UP SET OF PLANS SHOWING THE "AS-BUILT" LOCATION OF ALL FEATURES AND ANY CHANGES MADE TO THESE PLANS.
7. SCH 40 PIPE MAY BE USED IN LIEU OF SCH 30 PIPE.



**DMC**  
 DESIGN MANAGEMENT CONSULTANTS, INC.  
 1000 14th Street, Suite 1000  
 Denver, Colorado 80202  
 Phone: 303.733.1111  
 Fax: 303.733.1112  
 Email: info@dmcc.com

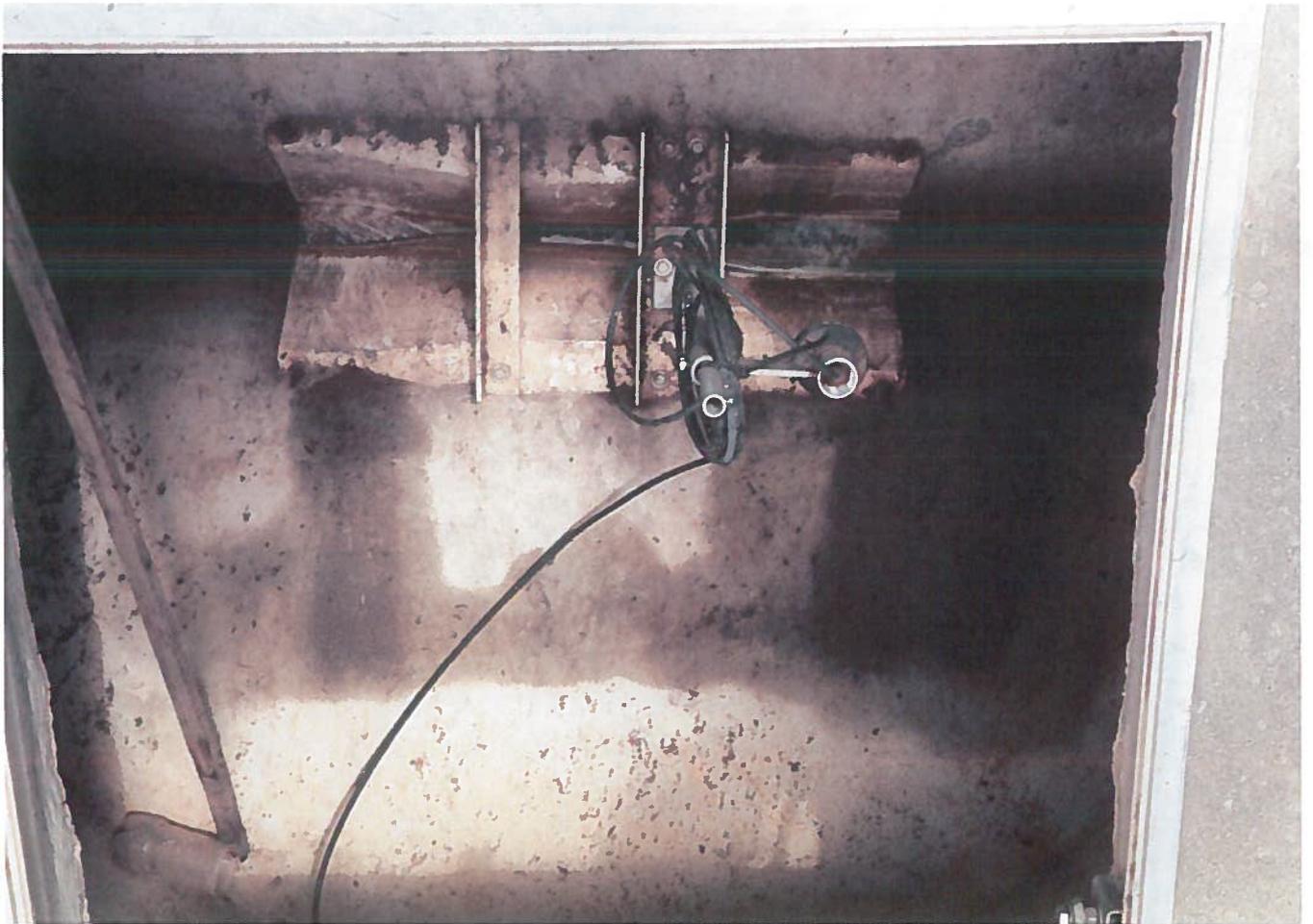
**PROPOSED WASTEWATER TREATMENT PONDS DETAILS**

2

**ELK MOUNTAIN RESORT**  
Structures Serviced by Proposed OWTS

Building/Name	Usage	Current Status	Currently In Use	Future Use Under OWTS
<b>Main Lodge</b>	<b>Guest / Staff</b>	<b>Open</b>	<b>Yes</b>	<b>Yes</b>
<b>Valhalla Shooting Club</b>	<b>Guest / Staff</b>	<b>Open</b>	<b>Yes</b>	<b>Yes</b>
<b>Maintenance Shop</b>	<b>Staff</b>	<b>Open</b>	<b>Yes</b>	<b>Yes</b>
<b>Fresh Water Plant</b>	<b>Staff</b>	<b>Open</b>	<b>Yes</b>	<b>Yes</b>
<b>Housekeeping - Shipping/Receiving</b>	<b>Staff</b>	<b>Open</b>	<b>Yes</b>	<b>Yes</b>
<b>Porters Cottage</b>	<b>Guest</b>	<b>Closed/Winterized</b>	<b>No</b>	<b>Occasional</b>
<b>Aspens Cottage</b>	<b>Guest</b>	<b>Closed/Winterized</b>	<b>No</b>	<b>Occasional</b>
Administration	Staff	Closed/Winterized	No	No
Engineering Office	Staff	Closed/Winterized	No	No
Chipeta Cottage	Guest	Closed/Winterized	No	No
Evergreen Cottage	Guest	Closed/Winterized	No	No
Horizon Cottage	Guest	Closed/Winterized	No	No
Snow Peaks Cottage	Guest	Closed/Winterized	No	No
Wedding Cottage	Guest	Closed/Winterized	No	No
Mountain Vista Cottage	Guest	Closed/Winterized	No	No
Wapiti Cottage	Guest	Closed/Winterized	No	No
Bear's Den	Guest	Closed/Winterized	No	No
Cougar's Lair Cottage	Guest	Closed/Winterized	No	No
Crow's Nest Cottage	Guest	Closed/Winterized	No	No
Grand View Cottage	Guest	Closed/Winterized	No	No
Doroty's Cottage	Guest	Closed/Winterized	No	No
Bedding Grounds Cottage	Guest	Closed/Winterized	No	No
Wahakah Cottage	Guest	Closed/Winterized	No	No
Blue Skies Cottage	Guest	Closed/Winterized	No	No
Meadows Cottage	Guest	Closed/Winterized	No	No
Camp Bird Suite	Guest	Closed/Winterized	No	No
Happy Jack Suite	Guest	Closed/Winterized	No	No
Genevieve Suite	Guest	Closed/Winterized	No	No
Silver Link Suite	Guest	Closed/Winterized	No	No
Yankee Boy Suite	Guest	Closed/Winterized	No	No
Revenue Suite	Guest	Closed/Winterized	No	No
Ruby Trust Suite	Guest	Closed/Winterized	No	No
Beauty Salon Cottage	Guest	Closed/Winterized	No	No
Wedding Chapel	Guest	Closed/Winterized	No	No
Fitness Center	Guest	Closed/Winterized	No	No



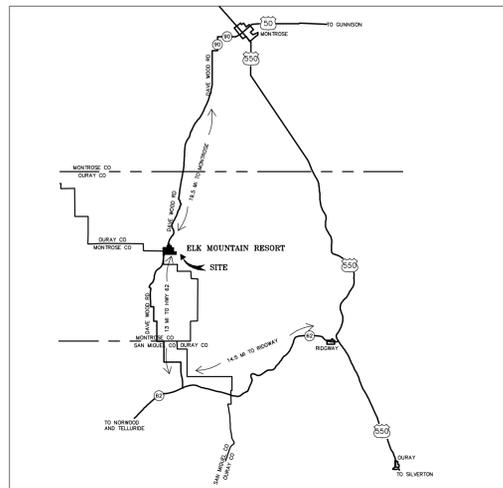




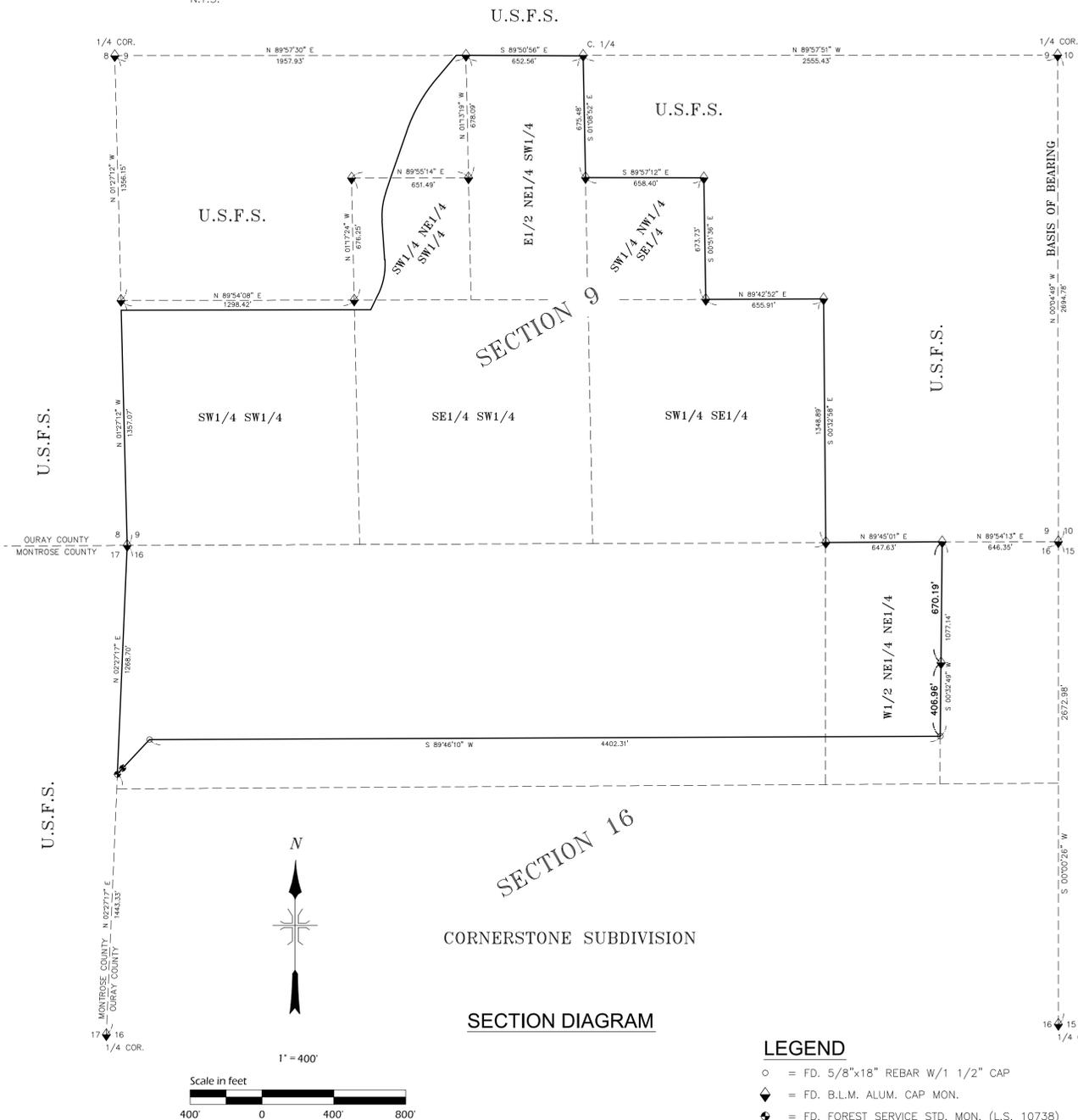


# ELK MOUNTAIN RESORT FINAL PLAT AMENDMENT PHASE 1A

IN  
SECTIONS 9 AND 16, TOWNSHIP 46 NORTH,  
RANGE 10 WEST, NEW MEXICO PRINCIPAL MERIDIAN,  
OURAY COUNTY, COLORADO



VICINITY MAP  
N.T.S.



**RECORD PROPERTY DESCRIPTION (FROM TITLE POLICY)**

A TRACT OF LAND BEING LOCATED IN THE SOUTH 1/2 SECTION 9 AND THE NORTH 1/2 OF SECTION 16 IN TOWNSHIP 46 NORTH, RANGE 10 WEST NEW MEXICO PRINCIPAL MERIDIAN, OURAY COUNTY, COLORADO DESCRIBED AS FOLLOWS:

IN SAID SECTION 9:  
SW1/4 SW1/4, SE1/4 SW1/4, SW1/4 SE1/4, SW1/4 NE1/4 SW1/4, E1/2 NE1/4 SW1/4, AND THE SW1/4 NW1/4 SE1/4  
AND ALSO PARCEL 9 ACCORDING TO THE PLAT AT RECEPTION NO. 174393, OURAY COUNTY CLERK AND RECORDER'S OFFICE

EXCEPTING THEREFROM PARCELS A AND B ACCORDING TO THE PLAT AT RECEPTION NO. 174393, OURAY COUNTY CLERK AND RECORDER'S OFFICE

IN SECTION 16 A TRACT DESCRIBED AS FOLLOWS:  
BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 16; THENCE NORTH 89°46'10" EAST, 4535.35 FEET ALONG THE NORTH LINE OF SAID SECTION 16 TO THE NORTHEAST CORNER OF THE WEST 1/2 OF THE NORTHEAST 1/4 OF SAID SECTION 16; THENCE SOUTH 00°32'49" WEST, 1075.63 FEET ALONG THE EAST LINE OF SAID WEST 1/2 OF THE NORTHEAST 1/4 OF THE NORTHEAST 1/4; THENCE SOUTH 89°46'10" WEST, 4402.31 FEET TO THE EAST RIGHT-OF-WAY OF DAVE WOOD ROAD AKA FOREST SERVICE ROAD NO. 510; THENCE SOUTH 43°14'31" WEST, 218.96 FEET ALONG SAID EAST RIGHT-OF-WAY; THENCE 43.41 FEET ALONG A CURVE TO THE LEFT; SAID CURVE HAVING A RADIUS OF 550 FEET AND A CENTRAL ANGLE OF 04°33'13" TO THE WESTLINE OF SAID SECTION 16; THENCE NORTH 02°27'17" EAST 1268.70 FEET TO THE POINT OF BEGINNING, COUNTY OF OURAY, STATE OF COLORADO

**TITLE POLICY**

This plat was prepared using the title policy prepared by Land Title Guarantee Company Order No. OUC85004043-2 effective date January 22, 2016.

**LINEAL UNITS STATEMENT:**

The Lineal Unit used on this plat is U.S. Survey Feet

**BASIS OF BEARINGS:**

The line between the Found USBLM MON. at the SE Corner of Section 9, T476N, R10W, N.M.P.M. and the Found USBLM MON. at the East 1/4 Corner said Section 9 Bears N 00°04'49" W. (Assumed)

**NOTES**

- Ownership of the real estate as shown on this plat will remain under the ownership of one and only one entity or person. No subdivision, timeshare or other means of transferring or dividing interest in the real estate as shown on this plat will occur without the prior approval of the Ouray County Board of Commissioners. The County of Ouray is a beneficiary of this restriction and may, but is not obligated to, enforce this restriction.
- Phase 1A consists of the main lodge building and 21 hotel room suites, administration & message therapy building, housekeeping and wellness center buildings, the Valhalla shooting club building, generator building, wood shop, all recreational amenities, and all buildings and structures associated with the underground infrastructure.
- The boundary shown on this plat is depicted from public record found recorded or deposited in the Clerk and Recorders Office of Ouray County Colorado. This plat should not be considered a Boundary Survey Plat. This surveyor concludes that all improvements shown on this plat are within the boundaries as shown. No evidence either by record or in the field indicate otherwise.
- Ouray County has approved the construction of a modified on-site wastewater treatment system (OWTS), requiring issuance of a Septic Permit issued by the Ouray County Land Use Department, to serve the following structures only:
  - Main Lodge
  - Valhalla Shooting Club
  - Maintenance Shop
  - Fresh Water Plant
  - Housekeeping, Shipping/Receiving
  - Porters Cottage
  - Aspens Cottage
- The authority of the Elk Mountain Resort to conduct commercial operations has been suspended by the Ouray County Board of County Commissioners as long as the revised OWTS system remains in use.
- The use of the resort and the seven (7) structures served by the OWTS system shall not exceed an average monthly usage of eight (8) persons per day.
- Any application to re-open the resort facility and commence with the original approved commercial operation is conditioned upon the approval of an OWTS, or other wastewater treatment facility, in compliance with current Colorado Department of Public Health and Environment regulations for such use.

NOTICE: According to Colorado Law (13-80-105 CRS) you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of the certification shown hereon.

**OWNERS STATEMENT**

Elk Mountain Resort, LLC, a Colorado limited liability company, owner of the real property described herein, through its authorized representative, consents to the preparation and recording of this Final Plat Amendment, Phase 1A, Elk Mountain Resort.

David L. Masters, Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

**ATTORNEY'S CERTIFICATE**

I, David L. Masters, an attorney duly licensed to practice law in the State of Colorado, do hereby certify that I have examined title to all land herein platted, that title to such land is in Elk Mountain Resort, LLC, and that the title to all dedicated property herein is free and clear of all liens and encumbrances.

David L. Masters, Atty. Reg No. 15869 \_\_\_\_\_ Date \_\_\_\_\_

**SURVEYOR'S STATEMENT**

I hereby certify that I am a Registered Land Surveyor of the State of Colorado, that this map consisting of 1 sheet, correctly represents a survey made under my supervision, that all monuments shown hereon actually exist and their positions are as shown. This survey does not include easements except those specifically shown.

Jack William Starnes \_\_\_\_\_ Date \_\_\_\_\_  
L.S. 20698

**COUNTY TREASURER'S CERTIFICATE**

STATE OF COLORADO  
COUNTY OF OURAY

I, the undersigned, County Treasurer, in and for said County, do hereby certify that there are no liens against the development or any part thereof for unpaid State or County taxes, or for special assessments not yet payable.

Ouray County Treasurer \_\_\_\_\_ Date \_\_\_\_\_

**APPROVAL OF COUNTY COMMISSIONERS**

Approved by the Ouray County Board of Commissioners by resolution

this \_\_\_\_\_ day of \_\_\_\_\_

Chairman \_\_\_\_\_

**RECORDERS CERTIFICATE**

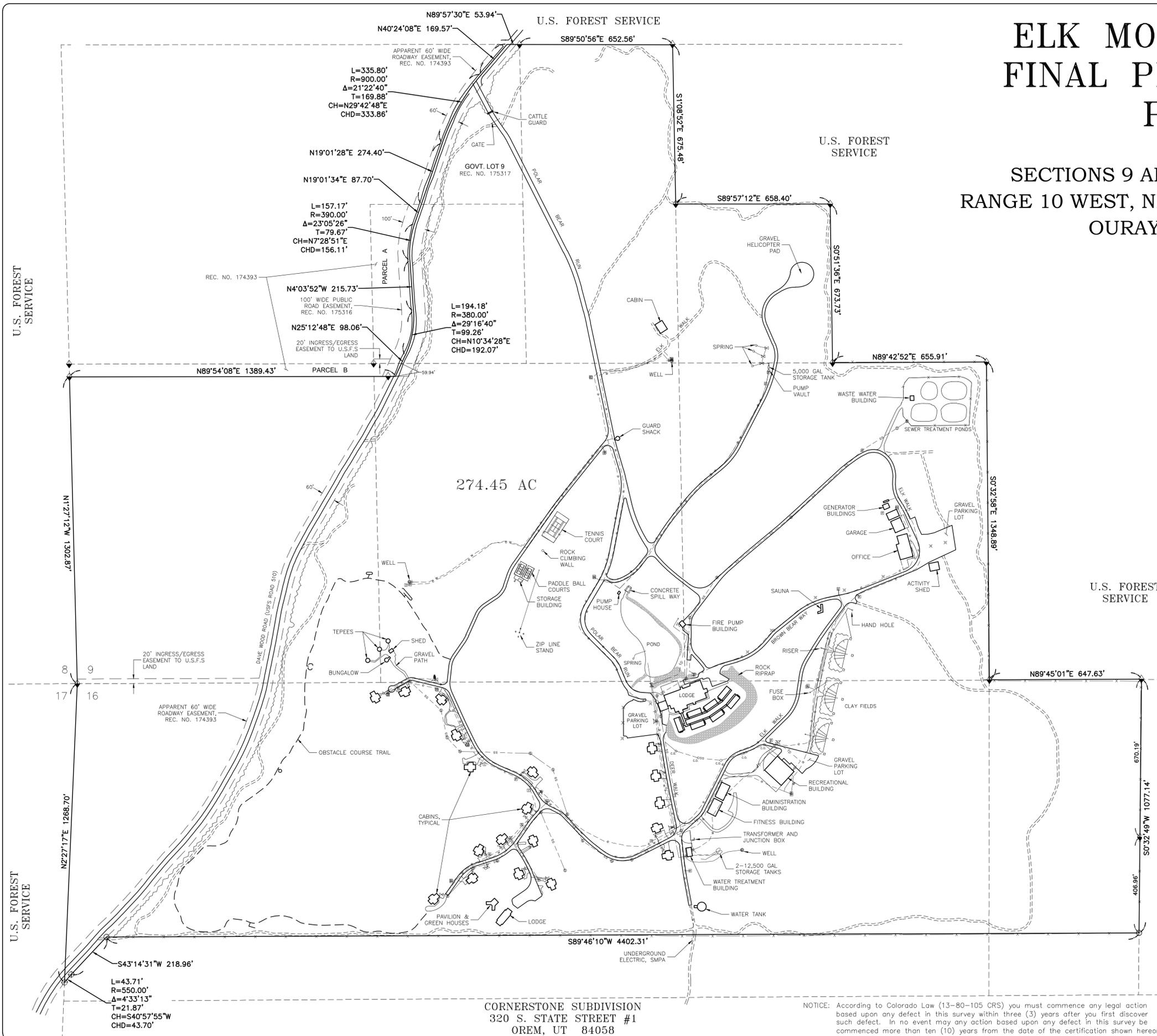
This plat was filed for record in the office of the Clerk and Recorder of Ouray County \_\_\_\_m. on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, in Book \_\_\_\_\_, Page \_\_\_\_\_ Reception No. \_\_\_\_\_

County Clerk & Recorder \_\_\_\_\_ Deputy \_\_\_\_\_

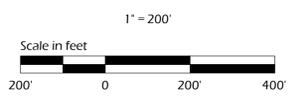
FIELD BOOK: 837		DRAWN BY: RDD		DATE: 03/03/2016	
SHEET: 1 OF 2		FILE: 13025V_PLAT_AMND_PH1A		JOB NO: 13025	
TITLE: FINAL PLAT AMENDMENT OURAY COUNTY, COLORADO				CLIENT: MASTERS & SELLARS P.C.	
ADDRESS & PHONE: 152 COLORADO AVE. MONTROSE, CO 81401 970-249-2622				TYPE: FINAL PLAT AMENDMENT	

# ELK MOUNTAIN RESORT FINAL PLAT AMENDMENT PHASE 1A

IN  
SECTIONS 9 AND 16, TOWNSHIP 46 NORTH,  
RANGE 10 WEST, NEW MEXICO PRINCIPAL MERIDIAN,  
OURAY COUNTY, COLORADO



- LEGEND**
- = FD. 5/8"x18" REBAR W/1 1/2" CAP
  - ◊ = FD. B.L.M. ALUM. CAP MON.
  - ⊙ = FD. FOREST SERVICE STD. MON. (L.S. 10738)
  - = PROPERTY BOUNDARY LINE
  - - - = EXISTING SECTION LINE
  - - - e - - - = EXISTING UNDERGROUND POWER LINE
  - - - t - - - = EXISTING UNDERGROUND TELEPHONE LINE
  - - - w - - - = EXISTING WATER LINE
  - - - fp - - - = EXISTING FIRE PROTECTION LINE
  - - - ss - - - = EXISTING SEWER LINE
  - - - x - - - = EXISTING FENCE
  - - - w - - - = EXISTING WORM FENCE
  - ⊠ = EXISTING POWER PEDESTAL
  - ⊠ = EXISTING POWER PEDESTAL
  - ⊠ = EXISTING TELEPHONE PEDESTAL
  - ⊠ = EXISTING FIRE HYDRANT
  - ⊠ = EXISTING YARD HYDRANT
  - ⊠ = EXISTING WATER VALVE
  - ⊠ = EXISTING WATER METER
  - ⊠ = EXISTING WATER MANHOLE
  - ⊠ = EXISTING WELL
  - ⊠ = EXISTING SEWER MANHOLE
  - ⊠ = EXISTING SEWER CLEANOUT
  - = EXISTING GRAVEL ROAD
  - - - = EXISTING DIRT ROAD



**NOTE:**  
Improvements shown are from a previous survey done in 2013 and were produced using a combination of field survey data and a 2012 aerial photograph.

CORNERSTONE SUBDIVISION  
320 S. STATE STREET #1  
OREM, UT 84058

NOTICE: According to Colorado Law (13-80-105 CRS) you must commence any legal action based upon any defect in this survey within three (3) 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 (10) years from the date of the certification shown hereon.

		<b>DEL-MONT CONSULTANTS, INC.</b> ENGINEERING & SURVEYING 125 Colorado Ave. Montrose, CO 81401 (970) 249-2251 (970) 249-2342 FAX www.delmont.com service@delmont.com		TITLE FINAL PLAT AMENDMENT OURAY COUNTY, COLORADO
FIELD BOOK: 837		DRAWN BY: RDD		CLIENT: MASTERS & SELLARS P.C.
SHEET: 2 OF 2		DATE: 03/03/2016		ADDRESS & PHONE: 152 COLORADO AVE. MONTROSE, CO 81401 970-249-2622
FILE: 13025V_PLAT_AMND_PH1A		JOB NO.: 13025		TYPE: FINAL PLAT AMENDMENT

**MINUTES**  
**OURAY COUNTY PLANNING COMMISSION**  
**REGULAR MEETING**

March 1, 2016 6:00 – 8:00 p.m. (appx)

Meeting held at the Land Use/Road & Bridge Offices, Conference Room  
111 Mall Road, Ridgway, Colorado

**Attending:**

**PC:** Parker, Miller, Jackman, Williams  
**Staff:** Castrodale, Sampson  
**Absent:** Carr, Baskfield, Currin, Peters

**Note:** These minutes are not intended to be a *transcription* of the hearing. Comments are abbreviated and paraphrased. Every intention is made to capture the intent and meaning of the comments made during the hearing.

**I. Call to Order – Workshop of the Ouray County Planning Commission (6:06 pm)**

1. The Planning Commission held a workshop with the Western Region Fire Council to review potential revisions to Section 16 of the Ouray County Land Use Code; Wildfire Mitigation Regulations.

**II. Call to Order – Regular Meeting of the Ouray County Planning Commission (8:00 pm)**

**1. Approval of Minutes**

**i. Approval of minutes for 2/16/2016**

1. **MOTION:** Williams moved to approve the minutes of 2/16/2016
2. **SECOND:** Miller seconded motion
3. **DISCUSSION:** No discussion was had
4. **VOTE:** A vote was taken and the motion passed unanimously.

**2. New business**

- i. Next meeting; 3/15/2016. Two public hearings, and Craig will chair.
- ii. The Planning Commission wanted to extend their thanks to the Western Region Wildfire Council for the work done on the wildfire regulations.
- iii. The Planning Commission discussed upcoming topics and schedule of the upcoming meetings.

**3. Adjourn Regular Meeting (8:05 pm)**

- i. **MOTION:** Miller moved to adjourn the regular meeting
- ii. **SECOND:** Williams seconded the motion
- iii. **DISCUSSION:** None
- iv. **VOTE:** The motion passed unanimously

**Submitted By:**

**Approved By:**

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**Bryan Sampson**  
Associate Planner

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**Randy Parker**  
Chair