

**AGENDA**  
**OURAY COUNTY PLANNING COMMISSION**  
**REGULAR MEETING/PUBLIC HEARING**

February 4, 2020 4:30 – 6:30 pm  
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.*

**A. 4:30 Regular Meeting: Ouray County Planning Commission**

1. New business, future projects.
2. Adjourn

**B. 5:00 Public Hearing: Ouray County Planning Commission**

The Ouray County Planning Commission will convene in a public hearing to review and make a recommendation to the Board of County Commissioners regarding a proposed Final Plat Amendment of Idlewild Estates, Lots 45 & 46. The purpose of the amendment is to combine the two lots into one single parcel.

**C. 5:30 Regular Meeting: Ouray County Planning Commission**

1. Request for approval of minutes pertaining to the Trimble Plat Amendment
2. Adjourn



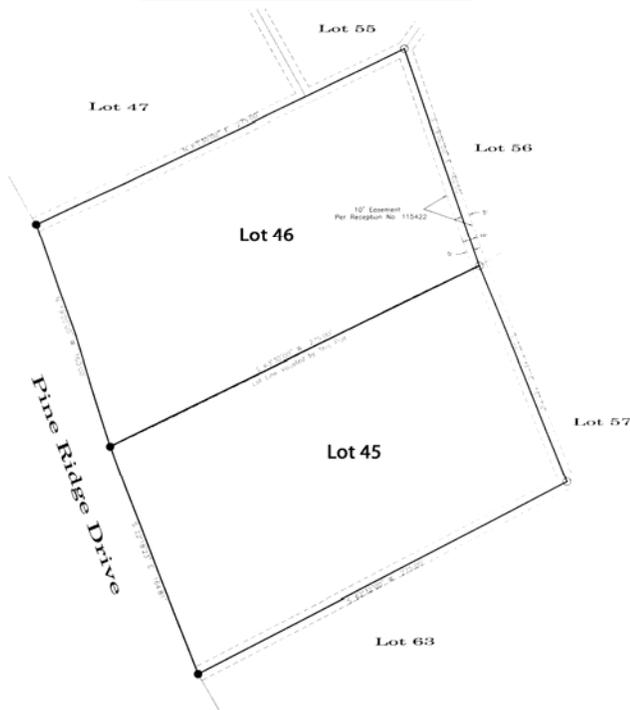
**LAND USE DEPARTMENT  
STAFF REPORT  
February 4, 2020**

**Application:** Plat Amendment – Idlewild Estates, Lots 45 & 46  
**Owner of Property(s):** Trent and Keri Trimble  
**Zoning:** Valley  
**Case Manager:** Bryan Sampson

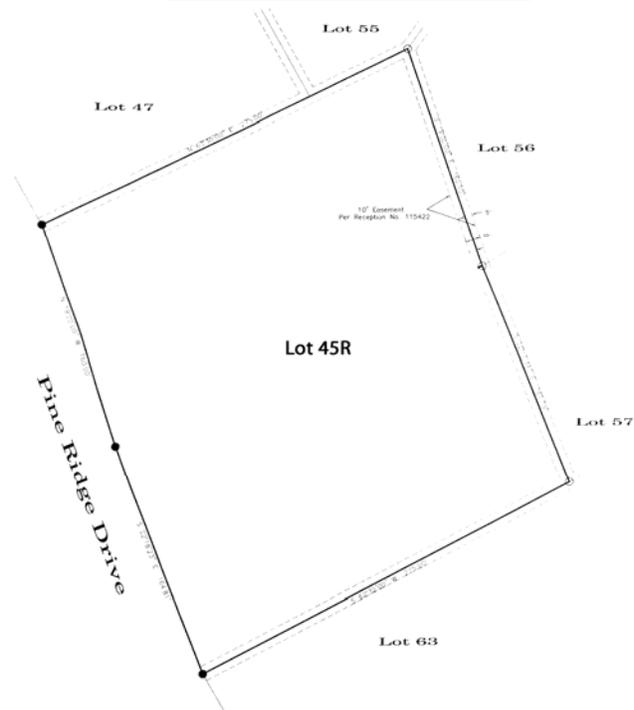
**Request**

This application seeks to eliminate the property line between 45 & 46, within the Idlewild Estates Subdivision, thereby combining the two parcels into one:

**Current Configuration**



**Proposed Configuration**



\* Note that these images are for illustrative purposes only. Please review the plats (Exhibit B and C) for all details pertaining to this application.

### **Background/History:**

The Idlewild Estates Subdivision is one of the earliest subdivisions in Ouray County and was platted in several filings between 1969 and 1973. Lots 45 & 46 are within the "Idlewild Estates, Subdivision No. 3" (AKA Filing 3) and that plat was recorded on August 27, 1970 (See Exhibit B).

### **County Referrals and Outside Agency Referrals:**

#### **County Administrator Referral:**

The County Administrator did not express any concerns with the application

#### **County Attorney Referral:**

The County Attorney did not express any concerns with the application

### **Notification Requirements:**

#### **Affected Property Owner Notice**

All affected property owners, as defined in 6.12C1a, were mailed a public notice and comment form on December 18, 2019.

#### **On-site Notice**

On January 20, 2020, the Applicant posted public notice on site, satisfying the 15 days requirement of Section 6.12C2c.

#### **Published Notice**

Public Notice of the Planning Commission Public Hearing was published in the Ouray County Plaindealer on January 16, 2019, satisfying Section 6.12C3b.

Public notice of the Board of County Commissioners Public Hearing was published in the Ouray County Plaindealer on January 23, 2020, satisfying Section 6.12C3b.

### **Affected Property Owner Comments:**

Staff has received several phone calls requesting clarification about the proposed Plat Amendment, but there has not been any complaints expressed about the application.

### **Land Use Code Section 6.12(C)(4) – Review Requirements**

Staff responses shown in [blue](#):

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:** Staff has found the proposed amendment to be consistent with all requirements of Section 3 and 6. Since the applicant is seeking to combine two lots into one, it is the opinion of Staff that the provisions of Section 7 are not applicable in this case.

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

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

**STAFF RESPONSE:** At the time of writing this Staff Report, there have been no comments submitted by the Affected Property Owners. Should comments be received prior to the hearing date, Staff will make them available to the Planning Commission and/or Board of County Commissioners for consideration.

1. 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:** The Applicant has stated that the homeowners association for Idlewild Estates is not active, but Staff has reviewed the Declaration of Conditions, Covenants, and Restrictions, recorded at Book 217, Page 102-104, and also at reception #147836, as well as the Plat recorded at reception #115422. Staff has reviewed these documents and has not found this amendment to be contrary to either of them.

2. 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, if approved, the amendment would not be inconsistent with the efficient development, nor would it be substantially detrimental to the preservation of the entire development.

- 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:** If approved the only net change would be that the property owner could build only one primary, and one accessory dwelling unit (instead of two of each). Therefore, it is Staff's opinion that this would not affect the enjoyment of land abutting upon or across the street from the PUD or Subdivision, nor the public interest.

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

**STAFF RESPONSE:** The applicant is essentially giving up a unit of density in order to combine the two properties, so it is the opinion of Staff that no special benefit is being conferred to any person.

**Planning Commission Review:**

The Planning Commission is scheduled to review the application on February 4, 2020.

**Staff Conclusions and Recommendations:**

It is the determination of Staff that this application, for a plat amendment, has met the requirements and standards set forth in Section 6.12 of the Ouray County Land Use Code. Therefore, Staff is recommending that the Planning Commission recommend **APPROVAL** to the Ouray County Board of County Commissioners with the following conditions:

1. The applicant shall have a plat prepared by a Colorado Licensed Surveyor and submit the plat for approval within 6 months of approval by the Board of County Commissioners.
2. The following plat note shall be added: "The unit of density associated with Lot 46 is hereby permanently extinguished by this amendment and not available for future development."
3. The Applicant shall revise the plat notes to reflect the current year (2020, instead of 2019), and shall also revise the BOCC Chair accordingly.
4. Prior to obtaining signatures on the plat, the Applicant shall submit a draft to the Land Use Department, in order for Staff to review for completeness.
5. Prior to signature by the Chair of the BOCC, the Applicant shall ensure that all other signature blocks have been properly signed.
6. All applicable conditions, rules, and regulations within the covenants, the Idlewild Estates Plat, and the Ouray County Land Use Code shall remain in effect.
7. Prior to signature by the Board of County Commissioners, the Applicant shall pay all outstanding property taxes and any applicable special assessments.

# EXHIBITS:

Exhibit A – Vicinity Map & Aerial Photo

Exhibit B – Existing Plat (Reception #115422)

Exhibit C – Proposed Plat

Exhibit D – Application Materials Submitted by Applicant

Exhibit E – Application Referral Responses

Exhibit F – Title Exceptions & Covenants

Exhibit G – Public Notices

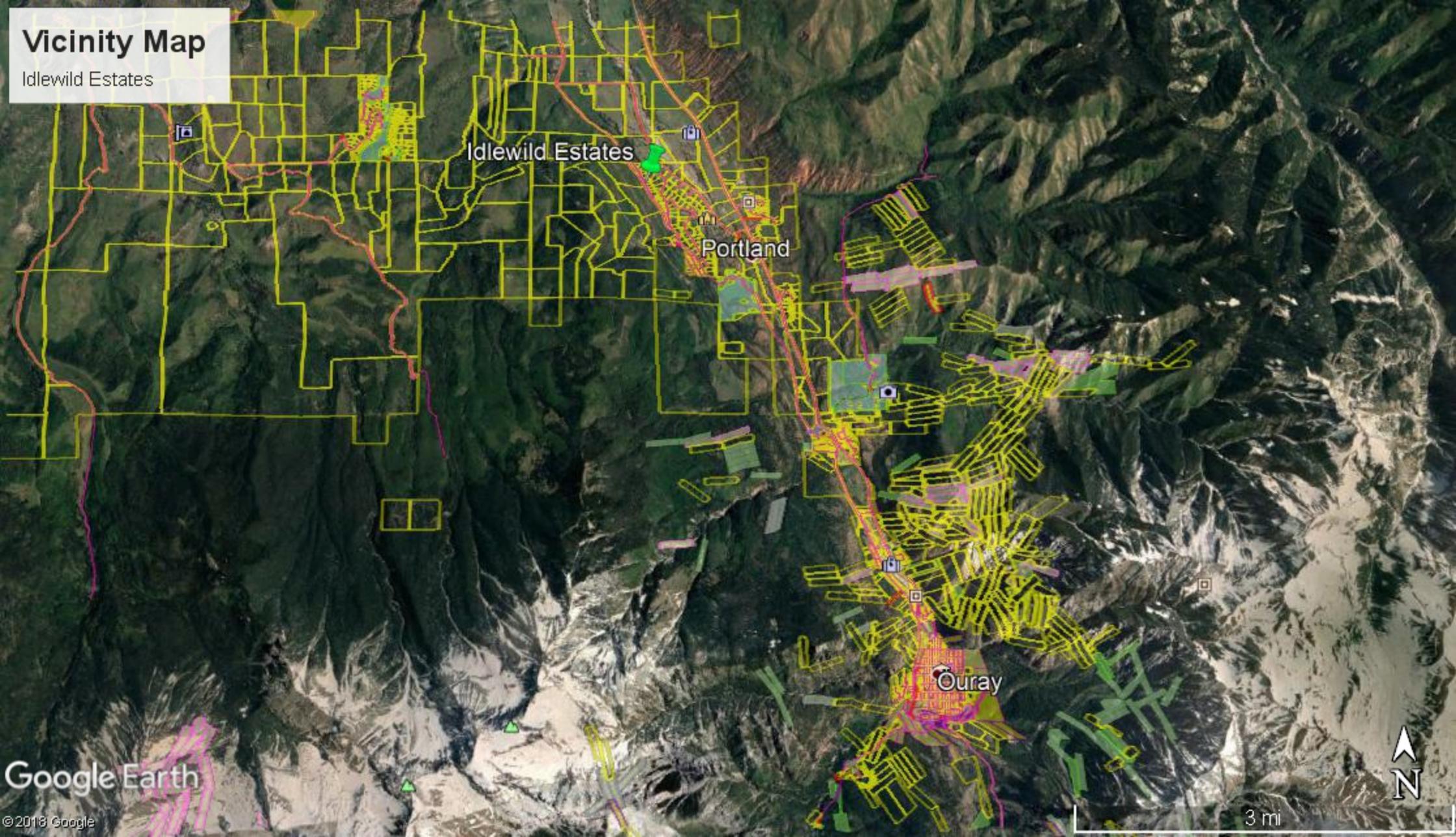
Exhibit H – Public Comment

**Exhibit A**

Vicinity Map & Aerial Photo

# Vicinity Map

Idlewild Estates



Idlewild Estates

Portland

Ouray

Google Earth

© 2018 Google

3 mi



# Idlewild Estates, Lots 45 & 46

Plat Amendment proposes combination of these two lots

Lot 46

Lot 45



**Exhibit B**

Existing Plat (Reception #115422)

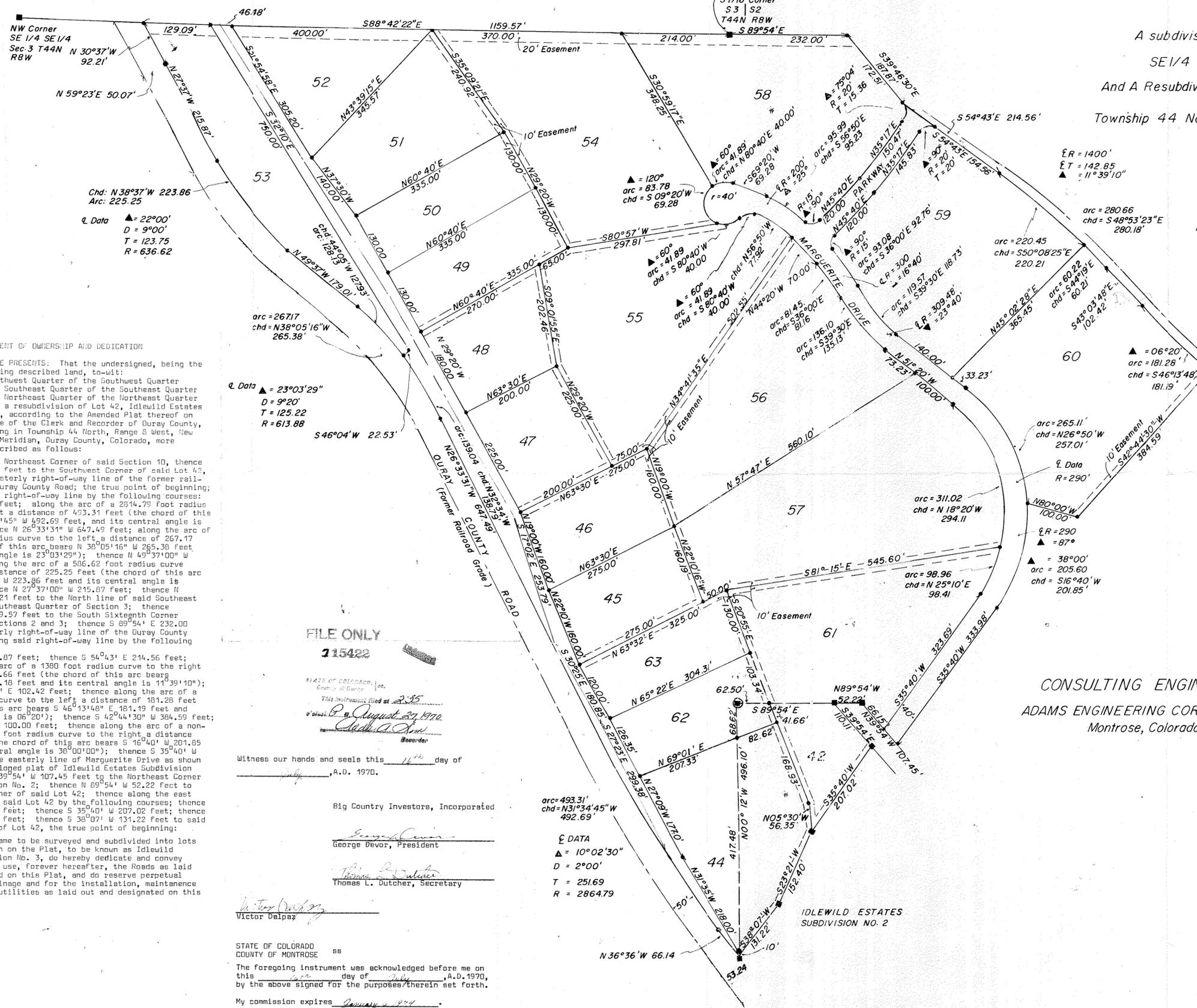
# IDLEWILD ESTATES

## SUBDIVISION NO. 3

A subdivision of part of the SW 1/4 SW 1/4 Section 2,  
SE 1/4 SE 1/4 Section 3, NE 1/4 NE 1/4 Section 10  
And A Resubdivision Of Lot 42, Idlewild Estates Subdivision, No. 2  
Township 44 North, Range 8 West, New Mexico Principal Meridian,  
Ouray County, Colorado

DEVELOPERS  
BIG COUNTRY INVESTORS, INC.  
Montrose, Colorado

ℓ R = 1620'  
ℓ T = 150.44  
▲ = 10°36'42"



### STATEMENT OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the owners of the following described land, to-wit:  
A part of the Southwest Quarter of the Southwest Quarter of Section 2, the Southeast Quarter of the Southeast Quarter of Section 3, the Northeast Quarter of the Northeast Quarter of Section 10 and a resubdivision of Lot 42, Idlewild Estates Subdivision No. 2, according to the Amended Plat thereof on file in the Office of the Clerk and Recorder of Ouray County, Colorado, all lying in Township 44 North, Range 8 West, New Mexico Principal Meridian, Ouray County, Colorado, more particularly described as follows:

Commencing at the Northeast Corner of said Section 10, thence S 00°12' E 496.10 feet to the Southwest Corner of said Lot 42, a point on the easterly right-of-way line of the former railroad grade, now Ouray County Road; the true point of beginning; thence along said right-of-way line by the following courses: N 36°36' W 66.74 feet; along the arc of a 2014.79 foot radius curve to the right a distance of 493.31 feet (the chord of this arc bears N 31°34'45" W 492.69 feet, and its central angle is 10°02'30"); thence N 26°33'3" W 647.45 feet; along the arc of a 663.88 foot radius curve to the left a distance of 267.17 feet (the chord of this arc bears N 30°05'16" W 265.38 feet and its central angle is 23°03'29"); thence N 49°37'00" W 179.01 feet; along the arc of a 506.62 foot radius curve to the right a distance of 225.25 feet (the chord of this arc bears N 30°37'00" W 223.86 feet and its central angle is 22°00'00"); thence N 27°37'00" W 245.87 feet; thence N 30°37'00" W 92.21 feet to the North line of said Southeast Quarter of the Southeast Quarter of Section 3; thence S 88°42'22" E 1159.57 feet to the South Sixteenth Corner common to said Sections 2 and 3; thence S 89°54' E 232.00 feet to the westerly right-of-way line of the Ouray County Road; thence along said right-of-way line by the following courses:

S 39°46'30" E 187.87 feet; thence S 54°43' E 214.56 feet; thence along the arc of a 1380 foot radius curve to the right a distance of 280.66 feet (the chord of this arc bears S 48°53'23" E 280.18 feet and its central angle is 11°39'10"); thence S 43°03'48" E 102.42 feet; thence along the arc of a 1640 foot radius curve to the left a distance of 181.28 feet (the chord of this arc bears S 46°13'46" E 181.19 feet and its central angle is 06°20'); thence S 42°44'30" W 384.59 feet; thence N 80°00' W 100.00 feet; thence along the arc of a non-tangential 310.00 foot radius curve to the right a distance of 205.60 feet (the chord of this arc bears S 16°40' W 201.85 feet and its central angle is 30°00'00"); thence S 35°40' W 333.98 feet to the easterly line of Marguerite Drive as shown on the above mentioned plat of Idlewild Estates Subdivision No. 2; thence N 39°54' W 107.45 feet to the Northeast Corner of said subdivision No. 2; thence N 89°54' W 52.22 feet to the Northeast Corner of said Lot 42; thence along the east and south line of said Lot 42 by the following courses; thence S 39°54' E 110.11 feet; thence S 35°40' W 207.02 feet; thence S 23°21' W 152.40 feet; thence S 38°07' W 131.22 feet to said Southwest Corner of Lot 42, the true point of beginning:

Have caused the same to be surveyed and subdivided into lots and roads as shown on the Plat, to be known as Idlewild Estates, Subdivision No. 3, do hereby dedicate and convey to and for public use, forever hereafter, the Roads as laid out and designated on this Plat, and do reserve perpetual easements for drainage and for the installation, maintenance and operation of utilities as laid out and designated on this plat.

Witness our hands and seals this 14<sup>th</sup> day of July, A.D. 1970.

Big Country Investors, Incorporated

George Devor, President

Thomas L. Dutcher, Secretary

Victor Dalpaz

STATE OF COLORADO  
COUNTY OF MONTROSE

The foregoing instrument was acknowledged before me on this 14<sup>th</sup> day of July, A.D. 1970, by the above signed for the purposes therein set forth.

My commission expires January 1, 1974.

Notary Public

FILE ONLY  
215422

STATE OF COLORADO  
COUNTY OF MONTROSE  
This instrument filed at 2:35  
August 27, 1970  
Clerk of County

arc = 493.31'  
chd = N31°34'45" W  
492.69'  
ℓ DATA  
▲ = 10°02'30"  
D = 2°00'  
T = 251.69  
R = 2864.79

CONSULTING ENGINEERS  
ADAMS ENGINEERING CORPORATION  
Montrose, Colorado

BASIS OF BEARINGS  
North line of Section 11  
bears N89°54' W.

LEGEND  
• Denotes 5/8" re-bar set w/ 1 1/2" cap.  
■ Denotes found re-bar & cap as above.  
● Denotes found section corner

SCALE IN FEET  
0 100 200 300

### SURVEYOR'S CERTIFICATE

I hereby certify that this survey was performed and that this plat was prepared under my direct responsibility, supervision and checking, and that this plat complies with the requirements of Chapter 136, Colorado Revised Statutes, 1963, as amended.



Robert J. Adams  
Robert J. Adams Registered Professional Engineer & Land Surveyor Colo. No. 5652

**Exhibit C**

**Proposed Plat**



## Exhibit D

### Application Materials Submitted by Applicant

	<b>AGENT AUTHORIZATION FORM</b>
<b>Land Use Department</b> 970.626.9775	<b>Physical Address: 111 Mall Road, Ridgway CO</b> <b>Mailing Address: PO Box 28, Ridgway CO 81432</b>

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

**Agent:**

Name: Brent Holm Phone: 970-318-9014

E-Mail: brentholm68@gmail.com

Name of Business or Entity: \_\_\_\_\_

Address: 223 Juniper Rd N.

City: Ridgway State: CO Zip: 81432

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

**Legal Property Description:**

Parcel or Account Number: 451703401009

Section: 3 Township: 44 Range: 8 Quarter Section(s): Talewild Estates Lot 45, 46

Permit(s) Applied For: 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.

*I understand that Ouray County is overall a rural county located in rough and difficult terrain with a limited transportation network and County services may be unavailable or service may be untimely in some or all areas of the County. I am aware that approval of a site development permit or any other permit does not constitute and shall not be considered as conferring any guarantee or expectation of the provision of any County service (including emergency services).*

Signature: Keri Trimble Date: 10.16.2019

Printed Name: Keri Trimble

Signature: [Signature] Date: 10-16-19

Printed Name: Trent Trimble



PUD & PLAT AMENDMENT APPLICATION

Land Use Department  
970.626.9775

Physical Address: 111 Mall Road, Ridgway CO  
Mailing Address: PO Box 28, Ridgway CO 81432

Name of Landowner(s): Trent and Keri Trimble  
Address: 5013 Lake Forest Drive  
Street or P.O. Box  
Rawlett TX 75088  
City State Zip  
Telephone 469 223-0044 E-Mail trenttrimble1@gmail.com

Authorized Agent: Brent Holm  
Address: 223 Juniper Rd N.  
Street or P.O. Box  
Ridgway CO 81432  
City State Zip  
Telephone (970) 318-9014 E-Mail brentholm68@gmail.com

Application for Limited/Regular PUD (check one)

- Regular  Limited  Sketch Plan  Preliminary Plan  Final  Amendment

Property Identification Number: 451703401008, 451703401009  
Property Description: Section: 3 Township: 44 Range: 8  
Deed recorded in Book \_\_\_\_\_ and Page \_\_\_\_\_

Proposed Development Name 4512  
Number of lots 1 Filing number \_\_\_\_\_ Total number filings \_\_\_\_\_ Size of Parcel 2.02 acre

Fee included \$ 750<sup>00</sup>

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.

Brent Holm  
(Signature of owner(s)/Agent) 10/14/19  
(Date)

10/7/2019

Ouray County Planning Dept.,

I represent Trent and Keri Trimble for the purposes of re-platting their owned lots in Ouray county. The Trimbles have owned Lot 46 Idlewild Estates for about a year now. Recently they acquired the adjacent LOT 45 in Idlewild Estates. The Trimbles intent is to develop the lots as one parcel, and they would like to abolish the line between the lots to avoid paying taxes on both lots separately.

Sincerely,

Brent Holm



**Land Title Guarantee Company  
Customer Distribution**



**PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.**

Order Number: **OU85005939-2**

Date: **09/18/2019**

Property Address: **TBD PINE RIDGE DRIVE, RIDGWAY, CO 81432**

**PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS**

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**For Closing Assistance**

Carol Velasquez  
1561 OXBOW DR SUITE 200  
MONTROSE, CO 81401  
(970) 765-3115 (Work)  
(877) 375-5027 (Work Fax)  
[cvelasquez@ltgc.com](mailto:cvelasquez@ltgc.com)  
Contact License: CO345605  
Company License: CO44565

**For Title Assistance**

Land Title Ouray County Title Team  
218 SHERMAN  
RIDGWAY, CO 81432  
(970) 626-7001 (Work)  
(877) 375-5025 (Work Fax)  
[ourayresponse@ltgc.com](mailto:ourayresponse@ltgc.com)

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**Buyer/Borrower**

TRENT TRIMBLE AND KERI TRIMBLE  
Delivered via: Electronic Mail

**Agent for Buyer**

UNITED COUNTRY WESTERN COLORADO  
PROPERTY SPECIALISTS LLC  
Attention: BRENT HOLM  
17656 HWY 550 S #E  
MONTROSE, CO 81403  
(970) 249-5646 (Work)  
BRENTHOLM68@GMAIL.COM  
Delivered via: Electronic Mail

**Seller/Owner**

BRENT C. ANDERSON AND LINDA S. ANDERSON  
Delivered via: Electronic Mail

**Agent for Seller**

OURAY REAL ESTATE CORPORATION  
Attention: LEE ANN PARDEN  
PO BOX 125  
OURAY, CO 81427  
(970) 325-4663 (Work)  
(970) 325-4488 (Work Fax)  
leeannbroker@gmail.com  
Delivered via: Electronic Mail



Land Title Guarantee Company  
Estimate of Title Fees

Order Number: **OU85005939-2** Date: **09/18/2019**  
Property Address: **TBD PINE RIDGE DRIVE, RIDGWAY, CO 81432**  
Parties: **TRENT TRIMBLE AND KERI TRIMBLE**  
**BRENT C. ANDERSON AND LINDA S. ANDERSON**

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

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 06-17-06	\$830.00
Deletion of Standard Exception(s)	\$75.00
Tax Certificate	\$26.00
	<b>Total \$931.00</b>
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Thank you for your order!</b>	

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

[Ouray county recorded 09/06/2001 under reception no. 175653](#)

**Plat Map(s):**

[Ouray county recorded 08/24/1970 under reception no. 115422](#)

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

Order Number: OU85005939-2

**Property Address:**

TBD PINE RIDGE DRIVE, RIDGWAY, CO 81432

**1. Effective Date:**

08/08/2019 at 5:00 P.M.

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

"ALTA" Owner's Policy 06-17-06

\$115,000.00

Proposed Insured:

TRENT TRIMBLE AND KERI TRIMBLE

**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:**

BRENT C. ANDERSON AND LINDA S. ANDERSON

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

LOT 45, IDLEWILD ESTATES SUBDIVISION NO. 3, ACCORDING TO THE RECORDED PLAT RECORDED  
AUGUST 27, 1970 UNDER RECEPTION NO. 115422, COUNTY OF OURAY, STATE OF COLORADO

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**AMERICAN  
LAND TITLE  
ASSOCIATION**



**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B, Part I**  
**(Requirements)**

Order Number: QU85005939-2

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. (THIS ITEM WAS INTENTIONALLY DELETED)
2. WARRANTY DEED FROM BRENT C. ANDERSON AND LINDA S. ANDERSON TO TRENT TRIMBLE AND KERI TRIMBLE CONVEYING SUBJECT PROPERTY.

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, EXCEPTION 4 OF THE STANDARD EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT 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 2019 AND SUBSEQUENT YEARS.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

Order Number: OJ85005939-2

This commitment does not republish any covenants, condition, restriction, or limitation contained in any document referred to in this commitment to the extent that the specific covenant, conditions, restriction, or limitation violates state or federal law based on race, color, religion, sex, sexual orientation, gender identity, handicap, familial status, or national origin.

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. THE RIGHT OF THE PROPRIETOR OF A VEIN OR LODGE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT SUBJECT PROPERTY, AS RESERVED IN THE UNITED STATES PATENT RECORDED FEBRUARY 2, 1887 IN BOOK 178 AT PAGE 120 AND RECORDED SEPTEMBER 11, 1961 IN BOOK 154 AT PAGE 58.
9. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS, PROVISIONS AND NOTES ON THE RECORDED PLAT OF IDLEWILD ESTATES SUBDIVISION NO. 3 RECORDED AUGUST 24, 1970 AT RECEPTION NO. 115422.
10. TERMS, CONDITIONS AND PROVISIONS OF PROTECTIVE COVENANT AND DEED RESTRICTION, AS SET FORTH IN INSTRUMENT RECORDED OCTOBER 26, 1990 IN BOOK 217 AT PAGE 102.
11. TERMS AND CONDITIONS OF THE OURAY COUNTY WEED MANAGEMENT RESOLUTION RECORDED AUGUST 8, 1997 AT RECEPTION NO. 164857.
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN EASEMENT FOR POWER LINE AND RELATED FACILITIES RECORDED JUNE 02, 2004 UNDER RECEPTION NO. 184815.



## LAND TITLE GUARANTEE COMPANY 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 8-1-2 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, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or 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 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 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.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY,  
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 as agent 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 your 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 obtain either 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 may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- 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 assess 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 STATED ABOVE OR 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.



## Commitment For Title Insurance Issued by Old Republic National Title Insurance Corporation

### NOTICE

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

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

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

### COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions, and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

### COMMITMENT CONDITIONS

#### 1. DEFINITIONS

- (a) "Knowledge" or "Known": Actual or imputed knowledge, but not constructive notice imparted by the Public Records.
- (b) "Land": The land described in Schedule A and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (c) "Mortgage": A mortgage, deed of trust, or other security instrument, including one evidenced by electronic means authorized by law.
- (d) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (e) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (f) "Proposed Policy Amount": Each dollar amount specified in Schedule A as the Proposed Policy Amount of each Policy to be issued pursuant to this Commitment.
- (g) "Public Records": Records established under state statutes at the Commitment Date for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge.
- (h) "Title": The estate or interest described in Schedule A.

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:
- (a) the Notice;
  - (b) the Commitment to Issue Policy;
  - (c) the Commitment Conditions;
  - (d) Schedule A;
  - (e) Schedule B, Part I—Requirements; and
  - (f) Schedule B, Part II—Exceptions; and
  - (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

#### 4. COMPANY'S RIGHT TO AMEND

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

#### 5. LIMITATIONS OF LIABILITY

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

- (f) In no event shall the Company be obligated to Issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- (g) In any event, the Company's liability is limited by the terms and provisions of the Policy.

**6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT**

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract and must be restricted solely to the terms and provisions of this Commitment.
- (c) Until the Policy is issued, this Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

**7. IF THIS COMMITMENT HAS BEEN ISSUED BY AN ISSUING AGENT**

The Issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

**8. PRO-FORMA POLICY**

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

**9. ARBITRATION**

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Policy Amount is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

IN WITNESS WHEREOF, Land Title Insurance Corporation 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



President



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

By  President

Attest  Secretary

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Land Title Insurance Corporation. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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**Land Title Guarantee Company  
Customer Distribution**



**PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.**

Order Number: **MRNA85006046**

Date: **10/17/2019**

Property Address: **204 PINE RIDGE DRIVE, RIDGWAY, CO 81432**

**PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS**

---

**For Closing Assistance**

**For Title Assistance**

Land Title Montrose County Title Team  
1561 OXBOW DR #200  
MONTROSE, CO 81401  
(970) 249-9131 (Work)  
(800) 315-9961 (Work Fax)  
**modorders@ltgc.com**

---

**Buyer/Borrower**

TRIMBLE TRENT AND TRIMBLE KERI  
Delivered via: Electronic Mail

UNITED COUNTRY WESTERN COLORADO  
PROPERTY SPECIALISTS LLC  
Attention: BRENT HOLM  
17656 HWY 550 S #E  
MONTROSE, CO 81403  
brentholm68@gmail.com  
Delivered via: Electronic Mail

**Land Title Guarantee Company**

**Limited Property Report**

Order Number: MRNA85006046

ACAPS No.:



This Report is based on a limited search of the county real property records and provides the name(s) of the vested owner(s), the legal description and encumbrances, which, for the purposes of this report, means deed of trust and mortgages, and liens recorded against the property and the owner(s) in the records of the clerk and recorder for the county in which the subject is located. This Report does not constitute any form of warranty or guarantee of title or title insurance. The liability of Land Title Guarantee Company is strictly limited to (1) the recipient of the Report, and no other person, and (2) the amount paid for the report.

**Applicant:**

NA

**Registered Owner:**

TRENT TRIMBLE AND KERI TRIMBLE

**Address:**

204 PINE RIDGE DRIVE, RIDGWAY, CO 81432

**Legal Description:**

LOT 46, IDLEWILD ESTATES SUBDIVISION NO. 3, ACCORDING TO THE PLAT RECORDED AUGUST 27, 1970 UNDER RECEPTION NO. 115422, COUNTY OF OURAY, STATE OF COLORADO.

**Date Posted Thru:**

09/30/2019 at 5:00 P.M.

**(A) Mortgages or Deeds of Trust which may affect the Land (the order of priority is not assured) As follows :**

NONE

# CERTIFICATE OF TAXES DUE

Account Number R001277  
 Parcel 451703401008  
 Assessed To  
 TRIMBLE TRENT  
 5013 LAKE FOREST DRIVE  
 ROWLETT, TX 75088

Certificate Number 2019-002614  
 Order Number  
 Vendor ID LAND\_TITLE  
 JEANNE BOOTS  
 1561 OXBOW DRIVE  
 SUITE 2  
 MONTROSE, CO 81401

<b>Legal Description</b>	<b>Situs Address</b>
Subd: IDLEWILD ESTATES Lot: 46 FILING #3 S: 3 T: 44 R: 8	204 PINE RIDGE DR Ridgway

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2018	\$1,590.62	\$0.00	\$0.00	(\$1,590.62)	\$0.00
Total Tax Charge					\$0.00
<b>Grand Total Due as of 10/17/2019</b>					<b>\$0.00</b>

Tax Billed at 2018 Rates for Tax Area 104 - 104 - 104

Authority	Mill Levy	Amount	Values	Actual	Assessed
OURAY COUNTY (GENERAL FUND)	9.1070000	\$277.30	VACANT- RESIDENTIAL LOTS	\$105,000	\$30,450
OURAY COUNTY (ROAD & BRIDGE)	1.5050000	\$45.83			
PUBLIC WELFARE	0.5540000	\$16.87	Total	\$105,000	\$30,450
OURAY LIBRARY DISTRICT	1.5000000	\$45.68			
SCHOOL DISTRICT R-1 (OURAY)	19.1290000	\$582.48			
SCHOOL DISTRICT R-1 BOND (O	3.4220000	\$104.20			
CEDAR HILL CEMETERY DISTRIC	0.3310000	\$10.08			
COLORADO RIVER WATER CONSER	0.2560000	\$7.80			
RIDGWAY FIRE PROTECTION DIS	3.5910000	\$109.35			
TRI-COUNTY WATER CONSERVANC	1.9880000*	\$60.53			
REGIONAL SERVICE AUTHORITY	0.2510000	\$7.64			
OURAY COUNTY (EMS FUND)	2.0070000	\$61.11			
SCHOOL DISTRICT R-1 SALARIE	8.5960000	\$261.75			
<b>Taxes Billed 2018</b>	<b>52.2370000</b>	<b>\$1,590.62</b>			

\* Credit Levy

ALL TAX LIEN SALE AMOUNTS ARE SUBJECT TO CHANGE DUE TO ENDORSEMENT OF CURRENT TAXES BY THE LIENHOLDER OR TO ADVERTISING AND DISTRAINT 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.**

SPECIAL TAXING DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE ON FILE WITH THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK, OR THE COUNTY ASSESSOR.

This certificate does not include land or improvements assessed under a separate account number, personal property taxes, transfer tax or misc. tax collected on behalf of other entities, special or local improvement district assessments or mobile homes, unless specifically mentioned.

I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

Ouray County Treasurer, Jill Mihelich, BY  
 P.O. Box 149  
 541 4th St  
 Ouray, CO 81427-0149  
 (970) 325-4487



*Jill Mihelich*

# CERTIFICATE OF TAXES DUE

Account Number R001294  
 Parcel 451703401009  
 Assessed To  
 ANDERSON BRENT C  
 156 RAINBOW DR #5644  
 LIVINGSTON, TX 77399

Certificate Number 2019-002615  
 Order Number  
 Vendor ID LAND\_TITLE  
 JEANNE BOOTS  
 1561 OXBOW DRIVE  
 SUITE 2  
 MONTROSE, CO 81401

**Legal Description** **Situs Address**  
 Subd: IDLEWILD ESTATES Lot: 45 FILING #3 S: 3 T: 44 R: 8 TBD PINE RIDGE DR Ridgway

Year	Tax	Interest	Fees	Payments	Balance
<b>Tax Charge</b>					
2018	\$1,590.62	\$0.00	\$0.00	(\$1,590.62)	\$0.00
Total Tax Charge					\$0.00
<b>Grand Total Due as of 10/17/2019</b>					<b>\$0.00</b>

Tax Billed at 2018 Rates for Tax Area 104 - 104 - 104

Authority	Mill Levy	Amount	Values	Actual	Assessed
OURAY COUNTY (GENERAL FUND)	9.1070000	\$277.30	VACANT- RESIDENTIAL LOTS	\$105,000	\$30,450
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PUBLIC WELFARE	0.5540000	\$16.87	Total	\$105,000	\$30,450
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OURAY COUNTY (EMS FUND)	2.0070000	\$61.11			
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Taxes Billed 2018	52.2370000	\$1,590.62			

\* Credit Levy

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I, the undersigned, do hereby certify that the entire amount of taxes due upon the above described parcels of real property and all outstanding sales for unpaid taxes as shown by the records in my office from which the same may still be redeemed with the amount required for redemption are as noted herein. In witness whereof, I have hereunto set my hand and seal.

Ouray County Treasurer, Jill Mihelich, BY  
 P.O. Box 149  
 541 4th St  
 Ouray, CO 81427-0149  
 (970) 325-4487



*Jill Mihelich*

**Exhibit E**

**Application Referral Responses**

**Exhibit F**

Title Exceptions & Covenants

**PROTECTIVE COVENANTS AND DEED RESTRICTION**

We, the undersigned owners of property at Idlewild Estates Subdivision, Ouray County, Colorado, along with other nearby owners, who mutually desire to protect the desirability and value of our property and maintain the existing integrity of the neighborhood, hereby mutually covenant and contractually agree that the following protective covenants and deed restrictions shall attach to and run with each property identified below as of the date of the recording of this instrument. This document applies only to construction initiated subsequent to the recording of this instrument.

It is expressly understood and agreed that no buildings or structures except one single-family dwelling house per lot and appurtenance thereto, including outbuildings and livestock buildings, constructed of new materials, shall be erected upon these described parcels. All dwellings must be of a permanent nature affixed to a permanent foundation. Said dwelling house to be no less than 900 square feet of living space exclusive of patios, open porches, decks, carports and garages. Mobile homes are not permitted.

The restrictions, conditions and limitations herein set forth shall be binding upon the owners and subsequent owners of each lot set forth below. In the event of the violation of any such restriction, condition or limitation, this agreement may be enforced by the then current owner of any lot listed on this document, or the then current owner of any lot listed on an identical recorded PROTECTIVE COVENANT AND DEED RESTRICTION for Idlewild Estate Subdivision, Ouray County, Colorado. Remedies for enforcement of this agreement shall include, but not be limited to, removal of the subject violation plus all costs and fees incurred including reasonable attorney's fees. Invalidation of any one of these provisions shall not affect any other provision herein. Each and every one of the above provisions shall remain in effect for a period of twenty years from the date of recording of this document and said provisions shall automatically be renewed for successive twenty-year extensions unless this automatic renewal provision is extinguished within one year of the end of the subject twenty-year period by the recording of an instrument directing the extinguishment signed by 75% of the then current owners of the properties set forth below.

The properties in Idlewild Estate Subdivision subject to this agreement are set forth below:

William L. Forsythe      Vivian Joan Forsythe      44      3  
William L. Forsythe      Vivian Joan Forsythe      Lot #      Subdivision

STATE OF COLORADO ) ss.  
COUNTY OF OURAY )  
NOTARY PUBLIC  
Subscribed and sworn to before me this 12<sup>th</sup> day of September, 1990, by  
William L. Forsythe and Vivian Joan Forsythe  
My commission expires: 10/23/93

[Signature]  
Notary Public

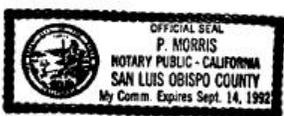
Donald F. Earnest      Patricia M. Earnest      45      3  
Donald F. Earnest      Patricia M. Earnest      Lot #      Subdivision

STATE OF IDAHO ) ss.  
COUNTY OF ADA )  
NOTARY PUBLIC  
Subscribed and sworn to before me this 23 day of August, 1990, by  
Donald F. Earnest and Patricia M. Earnest  
My commission expires: 8-8-91

Carroll Keiss  
Notary Public

Clara B. Conine      46      3  
Clara B. Conine      Lot #      Subdivision

STATE OF CALIFORNIA ) ss.  
COUNTY OF SAN LUIS OBISPO )  
Subscribed and sworn to before me this 28<sup>th</sup> day of August, 1990, by  
Clara B. Conine  
My commission expires: SEP 14, 1992



[Signature]  
Notary Public

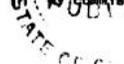
Filed this 26th day of October, 1990, at 9:45 o'clock A.M.  
Duly recorded in Book 217 Pages 102, 103, 104  
Addie A. Sim, Ouray County Clerk & Recorder

147836

Virginia L. Hilander 47 3  
 Lot # Subdivision

STATE OF COLORADO ) ss.  
 COUNTY OF GURAY )

Subscribed and sworn to before me this 19<sup>th</sup> day of August, 1990, by  
Virginia L. Hilander  
 My commission expires: 10/23/93

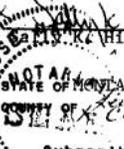


[Signature]  
 Notary Public

Sally K. Hilander 47 3  
 Lot # Subdivision

STATE OF MONTANA ) ss.  
 COUNTY OF )

Subscribed and sworn to before me this 28<sup>th</sup> day of August, 1990, by  
Sally K. Hilander  
 My commission expires: 9-14-90

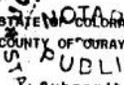


[Signature]  
 Notary Public

Christopher R. Candee 48 3  
 Lot # Subdivision

STATE OF COLORADO ) ss.  
 COUNTY OF GURAY )

Subscribed and sworn to before me this 16<sup>th</sup> day of \_\_\_\_\_, 1990, by  
Christopher R. Candee  
 My commission expires: 10-23-93



[Signature]  
 Notary Public

Ann H. Elton 49 3  
 Lot # Subdivision

STATE OF COLORADO ) ss.  
 COUNTY OF GURAY )

Subscribed and sworn to before me this 12<sup>th</sup> day of September, 1990, by  
Ann H. Elton  
 My commission expires: 10/23/93

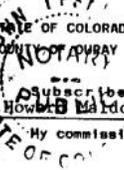


[Signature]  
 Notary Public

Howard Maldon Wallace Lois Rein Wallace 50 3  
 Lot # Subdivision

STATE OF COLORADO ) ss.  
 COUNTY OF GURAY )

Subscribed and sworn to before me this 9<sup>th</sup> day of October, 1990, by  
Howard Maldon Wallace and Lois Rein Wallace  
 My commission expires: 10-23-93



[Signature]  
 Notary Public

147836

Filed this 26th day of October, 1990, at 9:45 o'clock A.M.  
Duly recorded in Book 217 Pages 102, 103, 104  
Addie A. Sim, Ouray County Clerk & Recorder

\_\_\_\_\_  
Lot # \_\_\_\_\_ Subdivision \_\_\_\_\_

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by \_\_\_\_\_

My commission expires: \_\_\_\_\_

Notary Public

Karen Sue Babich  
Karen Sue Babich \_\_\_\_\_ Lot # 52 Subdivision 3

STATE OF COLORADO ) ss.

COUNTY OF OURAY )

Subscribed and sworn to before me this 14<sup>th</sup> day of September, 1990, by Karen Sue Babich

My commission expires: 10/23/93

Notary Public

Corinne Herpel Stephen B. Tomlin  
Corinne Herpel \_\_\_\_\_ Lot # 53 Subdivision 3

STATE OF COLORADO ) ss.

COUNTY OF OURAY )

Subscribed and sworn to before me this 18 day of Oct, 1990, by Corinne Herpel and Stephen B. Tomlin

My commission expires: 2/9/93

Notary Public

Arthur M. Ficco Virginia M. Ficco  
Arthur M. Ficco \_\_\_\_\_ Lot # 54 Subdivision 3

STATE OF COLORADO ) ss.

COUNTY OF OURAY )

Subscribed and sworn to before me this 9<sup>th</sup> day of OCTOBER, 1990, by Arthur M. Ficco and Virginia M. Ficco

My commission expires: 10-23-93

Notary Public

Barbara H. Johnson  
Barbara H. Johnson \_\_\_\_\_ Lot # 55 Subdivision 3

STATE OF COLORADO ) ss.

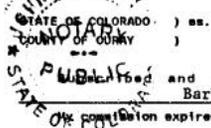
COUNTY OF OURAY )

Subscribed and sworn to before me this 12<sup>th</sup> day of October, 1990, by Barbara H. Johnson

My commission expires: 10-23-93

Notary Public

Barbara H. Johnson \_\_\_\_\_ Lot # 56 Subdivision 3  
Barbara H. Johnson



Subscribed and sworn to before me this 12<sup>th</sup> day of October, 1990, by  
Barbara H. Johnson

My commission expires: 10-23-93

[Signature]  
Notary Public

\_\_\_\_\_  
Lot # \_\_\_\_\_ Subdivision \_\_\_\_\_

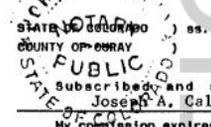
STATE OF COLORADO ) ss.  
COUNTY OF OURAY )

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 1990, by

My commission expires: \_\_\_\_\_

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

Joseph A. Calhoon \_\_\_\_\_ Lot # 58 Subdivision 3  
Claudia G. Calhoon

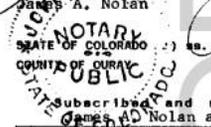


Subscribed and sworn to before me this 1<sup>st</sup> day of October, 1990, by  
Joseph A. Calhoon and Claudia G. Calhoon

My commission expires: 10/23/93

[Signature]  
Notary Public

James A. Nolan \_\_\_\_\_ Lot # 59 Subdivision 3  
Janice Agnew Nolan



Subscribed and sworn to before me this 27<sup>th</sup> day of August, 1990, by  
James A. Nolan and Janice Agnew Nolan

My commission expires: 10/23/93

[Signature]  
Notary Public

Edward L. Perrott \_\_\_\_\_ Lot # 60 Subdivision 3  
Patricia E. Perrott

STATE OF CALIFORNIA ss.  
COUNTY OF Los Angeles

Subscribed and sworn to before me this 23<sup>rd</sup> day of August, 1990, by  
Edward L. Perrott and Patricia E. Perrott

My commission expires: November 2, 1990

[Signature]  
Notary Public



147836

Filed this 26th day of October, 1990, at 9:45 o'clock A.M.  
Duly recorded in Book 217 Pages 102, 103, 104  
Addie A. Sim, Ouray County Clerk & Recorder

*William W. Pence*  
*Penny Pence*  
William W. Pence Penny Pence

61 3  
Lot # Subdivision

STATE OF COLORADO ) ss.  
COUNTY OF OURAY )

**PUBLIC**  
Subscribed and sworn to before me this X 1<sup>ST</sup> day of September, 1990, by  
William W. Pence and Penny Pence  
My commission expires: 10/23/93

*J. W. Forsythe*  
Notary Public

*William L. Forsythe, Jr.* *Vivian Joan Forsythe*  
William L. Forsythe, Jr. Vivian Joan Forsythe

62 3  
Lot # Subdivision

STATE OF COLORADO ) ss.  
COUNTY OF OURAY )

**PUBLIC**  
Subscribed and sworn to before me this 12<sup>th</sup> day of September, 1990, by  
William L. Forsythe, Jr. and Vivian Joan Forsythe  
My commission expires: 10/23/93

*J. W. Forsythe*  
Notary Public

*Elbert M. DeForest*  
Elbert M. DeForest

63 3  
Lot # Subdivision

STATE OF COLORADO ) ss.  
COUNTY OF OURAY )

**PUBLIC**  
Subscribed and sworn to before me this 12<sup>th</sup> day of September, 1990, by  
Elbert M. DeForest  
My commission expires: 10/23/93

*J. W. Forsythe*  
Notary Public

STATE OF COLORADO ) ss.  
COUNTY OF OURAY )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 1990, by  
My commission expires: \_\_\_\_\_

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

STATE OF COLORADO ) ss.  
COUNTY OF OURAY )

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 1990, by  
My commission expires: \_\_\_\_\_

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



For the Director, Bureau of Land Management.

By Ruth W. Talley  
Chief, Patents Section

Patent Number 1221981

# The United States of America,

To all to whom these presents shall come, Greeting:

CERTIFICATE  
No. 221  
Colorado

~~Whereas~~ John R. Plumer of Oury County

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office of the State of Colorado whereby it appears that full payment has been made by the said John R. Plumer

according to the provisions of the Act of Congress of the 20th of April, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto by the south west quarter of the south west quarter of section two the south east quarter of the south east quarter of section three and the north west quarter of the north west quarter of section eleven in Township forty four north of range eight west of New Mexico Meridian in Colorado containing one hundred and twenty acres

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor General, which said Tract has been purchased by the said John R. Plumer

Now know ye, That the United States of America, in consideration of the premises, and in conformity with the several Acts of Congress in such cases made and provided, have given and granted, and by these presents do give and grant, unto the said John R. Plumer

and to his heirs, the said Tract above described: To have and to hold the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereto belonging, unto the said John R. Plumer

and to his heirs and assigns forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and canals used in connection with such water rights as may be recognized and acknowledged by the local customs, laws, and decisions of courts, and also subject to the right of the proprietors of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law.

In testimony whereof, J. Gover Cleveland President of the United States of America, have caused these letters to be made Patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the second day of February, in the year of our Lord one thousand eight hundred and eighty seven, and of the Independence of the United States the hundredth eleventh  
James Cleveland



BY THE PRESIDENT: *[Signature]*

*Robt W. [Signature]* Secretary  
*[Signature]* Recorder of the General Land Office

TRUE AND CORRECT COPY OF PATENT NO. [ ]  
ON FILE IN THE LAND OFFICE, DENVER, COLORADO

*[Signature]* CHIEF, BRANCH OF  
TITLE AND RECORDS

No. **113959**

Filed for record this 6th day of June, 1969 at 1:15 P. M.  
Duly Recorded in Book 176 at Page 120 Addie A. Ste, County Clerk

# IDLEWILD ESTATES

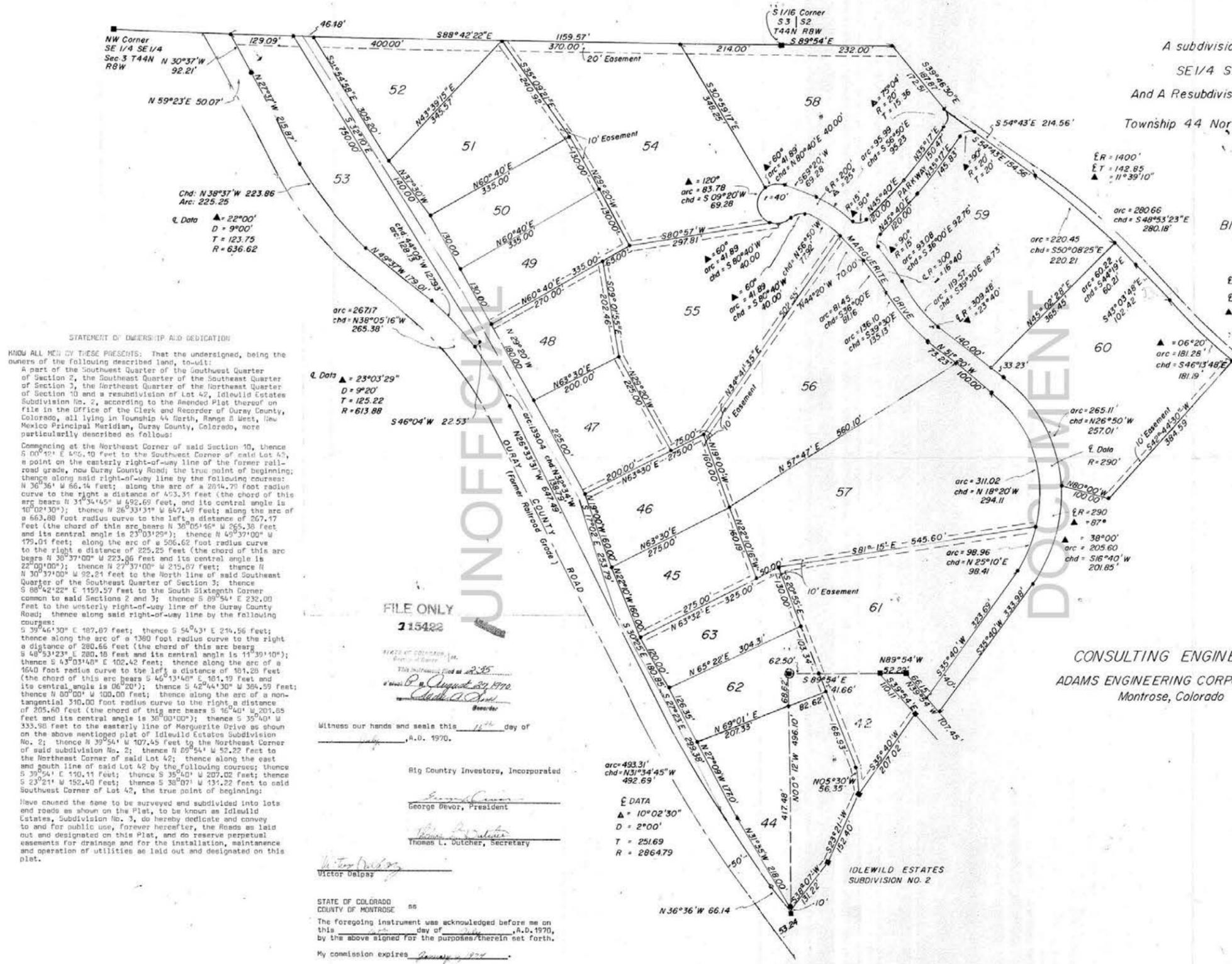
## SUBDIVISION NO. 3

A subdivision of part of the SW 1/4 SW 1/4 Section 2,  
SE 1/4 SE 1/4 Section 3, NE 1/4 NE 1/4 Section 10  
And A Resubdivision Of Lot 42, Idlewild Estates Subdivision, No. 2  
Township 44 North, Range 8 West, New Mexico Principal Meridian,  
Ouray County, Colorado

DEVELOPERS  
BIG COUNTRY INVESTORS, INC.  
Montrose, Colorado

ER = 1400'  
ET = 142.85  
A = 11°39'10"

ER = 1620'  
ET = 150.44  
A = 10°36'42"



### STATEMENT OF OWNERSHIP AND DEDICATION

KNOW ALL MEN BY THESE PRESENTS: That the undersigned, being the owners of the following described land, to-wit:

A part of the Southwest Quarter of the Southwest Quarter of Section 2, the Southeast Quarter of the Southeast Quarter of Section 3, the Northwest Quarter of the Northwest Quarter of Section 10 and a resubdivision of Lot 42, Idlewild Estates Subdivision No. 2, according to the Amended Plat thereof on file in the Office of the Clerk and Recorder of Ouray County, Colorado, all lying in Township 44 North, Range 8 West, New Mexico Principal Meridian, Ouray County, Colorado, more particularly described as follows:

Commencing at the Northeast Corner of said Section 10, thence S 00° 00' E 456.10 feet to the Southwest Corner of said Lot 42, a point on the easterly right-of-way line of the former railroad grade, now Ouray County Road; the true point of beginning; thence along said right-of-way line by the following courses: N 36° 36' W 66.14 feet; along the arc of a 2014.79 foot radius curve to the right a distance of 473.31 feet (the chord of this arc bears N 31° 34' 45" W 492.69 feet, and its central angle is 10° 02' 30"); thence N 26° 33' 31" W 647.48 feet; along the arc of a 663.88 foot radius curve to the left a distance of 267.17 feet (the chord of this arc bears N 30° 05' 46" W 265.36 feet and its central angle is 23° 03' 29"); thence N 49° 37' 00" W 179.04 feet; along the arc of a 586.62 foot radius curve to the right a distance of 225.25 feet (the chord of this arc bears N 30° 37' 00" W 223.86 feet and its central angle is 22° 00' 00"); thence N 27° 37' 00" W 215.87 feet; thence N 30° 37' 00" W 92.21 feet to the North line of said Southeast Quarter of Section 3; thence S 88° 42' 22" E 1159.57 feet to the South Sixteenth Corner common to said Sections 2 and 3; thence S 09° 54' E 232.00 feet to the westerly right-of-way line of the Ouray County Road; thence along said right-of-way line by the following courses: S 39° 46' 30" E 187.87 feet; thence S 54° 43' E 214.56 feet; thence along the arc of a 1360 foot radius curve to the right a distance of 280.66 feet (the chord of this arc bears S 48° 53' 23" E 200.18 feet and its central angle is 11° 39' 10"); thence S 43° 03' 40" E 102.42 feet; thence along the arc of a 1640 foot radius curve to the left a distance of 181.28 feet (the chord of this arc bears S 40° 13' 40" E 181.19 feet and its central angle is 06° 20'); thence S 42° 44' 30" W 384.59 feet; thence N 00° 00' W 100.00 feet; thence along the arc of a non-tangential 310.00 foot radius curve to the right a distance of 205.60 feet (the chord of this arc bears S 16° 40' W 201.85 feet and its central angle is 30° 00' 00"); thence S 35° 40' W 333.50 feet to the easterly line of Marguerite Drive as shown on the above mentioned plat of Idlewild Estates Subdivision No. 2; thence N 39° 54' W 107.45 feet to the Northeast Corner of said subdivision No. 2; thence N 09° 54' W 52.22 feet to the Northeast Corner of said Lot 42; thence along the east and south line of said Lot 42 by the following courses: thence S 39° 54' E 150.11 feet; thence S 35° 40' W 207.02 feet; thence S 23° 21' W 152.40 feet; thence S 38° 07' W 134.22 feet to said Southwest Corner of Lot 42, the true point of beginning;

Have caused the same to be surveyed and subdivided into lots and roads as shown on the Plat, to be known as Idlewild Estates, Subdivision No. 3, do hereby dedicate and convey to and for public use, forever hereafter, the Roads as laid out and designated on this Plat, and do reserve perpetual easements for drainage and for the installation, maintenance and operation of utilities as laid out and designated on this plat.

FILE ONLY  
215422

Witness our hands and seals this 11th day of January, A.D. 1970.

Big Country Investors, Incorporated  
George Devor, President  
Thomas L. Dutcher, Secretary

Victor Delgado

STATE OF COLORADO ss  
COUNTY OF MONTROSE

The foregoing instrument was acknowledged before me on this 11th day of January, A.D. 1970, by the above signed for the purposes therein set forth.

My commission expires January 1974

Notary Public

CONSULTING ENGINEERS  
ADAMS ENGINEERING CORPORATION  
Montrose, Colorado

BASIS OF BEARINGS  
North line of Section 11  
bears N89° 54' W.

LEGEND  
• Denotes 5/8" re-bar set w/ 1 1/2" cap.  
■ Denotes found re-bar & cap as above.  
● Denotes found section corner

3/2  
10/11

SCALE IN FEET  
0 100 200 300

SURVEYOR'S CERTIFICATE

I hereby certify that this survey was performed and that this plat was prepared under my direct responsibility, supervision and checking, and that this plat complies with the requirements of Chapter 136, Colorado Revised Statutes, 1963, as amended.

Robert J. Adams  
Robert J. Adams Registered Professional Engineer & Land Surveyor Colo No 5632

PROJECT NO. 6930-3

**184815**  
Page 1 of 5  
Michelle Hauer, County Clerk & Recorder  
Duray, Colorado  
06/02/2004 01:05 PM Recording Fee \$26.00

Reception #: \_\_\_\_\_ Date/Time: \_\_\_\_\_ Fees: \_\_\_\_\_  
\_\_\_\_\_, County Clerk & Recorder, Ouray, Colorado Page 1 of 5

EASEMENT FOR POWER LINE AND RELATED FACILITIES

This is a conveyance of an easement of an underground power line from the individuals named below as GRANTOR to SAN MIGUEL POWER ASSOCIATION, INC., a Colorado Corporation (GRANTEE).

The GRANTOR hereby sells and conveys to GRANTEE an easement, described below, and GRANTOR warrants the title to said easement.

The specific terms of this grant of easement are as follows:

GRANTOR: Brent C. & Linda Anderson, joint tenants, 121 Squaw Creek Road, Willow Park, Texas 76087

LOCATION OF EASEMENT: Lot 45, Idlewild Estates # 3, Ouray County, Colorado, an underground electric line and conduit to be installed west above the drainage ditch on the western section of Lot 45 to the property line of Lot 46, so that both Lots 45 and 46 may have the opportunity for electrical power.

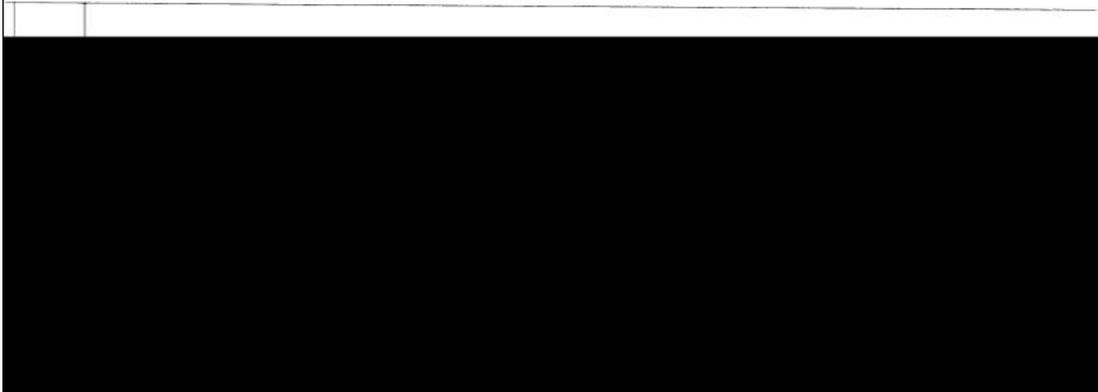
RIGHTS GRANTED: This easement grants the following rights:

1. The right of GRANTEE to erect, construct, reconstruct, replace, remove, maintain, upgrade (to meet the changing needs of its users) and use the Power Facilities.
2. The right, at GRANTEE'S option, at any future date, to reconstruct, replace, remove, maintain and upgrade the Power Facilities, at the cost and expense of GRANTEE, within the Easement Area.
3. The right of reasonable access to and from the Easement Area over and across the adjoining land owned by GRANTOR by means of existing roads, if any, or, otherwise, by such route or routes as agreed to by GRANTOR, at the cost and expense of GRANTEE.
4. The right to install, maintain and use gates in any fences acceptable to GRANTOR, which now cross or shall hereafter cross Easement Areas, at the cost and expense of GRANTEE.

5. The right, from time to time, to trim or cut down and clear away trees under 3' caliper and brush in the Easement Area and the right, from time to time, to trim and clear away any trees on either side of the Easement Area which may be a hazard to the Power Facilities installed within the Easement Area, provided that all trees which GRANTEE cuts, if valuable for timber or wood shall be property of the GRANTOR, but all bush and refuse shall be promptly and properly disposed of by GRANTEE, at cost and expense of GRANTEE, to the satisfaction of GRANTOR.
6. GRANTOR shall have the right to use the described easement for any purpose which is not inconsistent with GRANTEE'S enjoyment of the rights granted, provided that the GRANTOR shall not erect or construct, without GRANTEE'S written consent, which will not be unreasonably delayed or conditioned, any building or other structure, or drill or operate any well within the Easement Area. GRANTOR may construct a road in the Easement Area.
7. GRANTOR shall have the right to access any other utilities or services located within the Easement Area. It is understood that this Grant of Easement does not grant any rights to any other utility or service provider to use the said Grant of Easement and Easement Area and that GRANTOR shall have the right to approve of the terms and conditions under which any other utility or service provider shall be granted any right to said right of way.
8. All work including, without limitation, the construction, use, operation, maintenance, repair or replacement, of devices associated with the Utility shall comply with all federal, state and local laws, rules, regulations and safety standards and GRANTEE shall obtain any and all permits or licenses which may be required to undertake such work, if any.
9. GRANTEE is responsible for paying all costs and expenses associated with the exercise of its rights hereunder, including the cost and expense of installing, maintaining and repairing the utilities contemplated hereunder, including labor, equipment and material costs and expenses.

10. The Grant of Easement, benefits and rights granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall run with the land and shall be a benefit of, and burden upon GRANTOR'S Property. Further, the Grant of Easement, benefits and rights granted and agreed to herein and the burdens, duties and obligations imposed and agreed to herein shall be binding upon and shall insure to the benefit of, and be a burden upon, the heirs, designees, successors and assigns of the Parties.
11. This Grant of Easement may not be modified, except in writing signed by the Parties.

UNOFFICIAL DOCUMENT



Rec #: \_\_\_\_\_ Ouray County, Colorado

Executed by GRANTOR(S) on May 25, 2004



Signature Clause for Individual(s):

Brent C. Anderson  
GRANTOR

Amber Anderson  
GRANTOR

\_\_\_\_\_  
NOTARY PUBLIC

(SEAL)  
STATE OF Texas  
COUNTY OF Tarrant

The foregoing instrument was acknowledged before me this 25 of May 2004.

My commission expires Oct 2 2004

NOTARY PUBLIC Charlene C. Boylan

UNOFFICIAL DOCUMENT

184815 06/02/2004 Page 5 of 5  
PAGE: 5 of 5

\_\_\_\_\_  
NOTARY PUBLIC

(Seal)

ACCEPTANCE BY GRANTEE  
GRANTEE accepts the terms of this Easement

SAN MIGUEL POWER ASSOCIATION, INC.,  
A Colorado Corporation

By \_\_\_\_\_

COUNTY OF OURAY

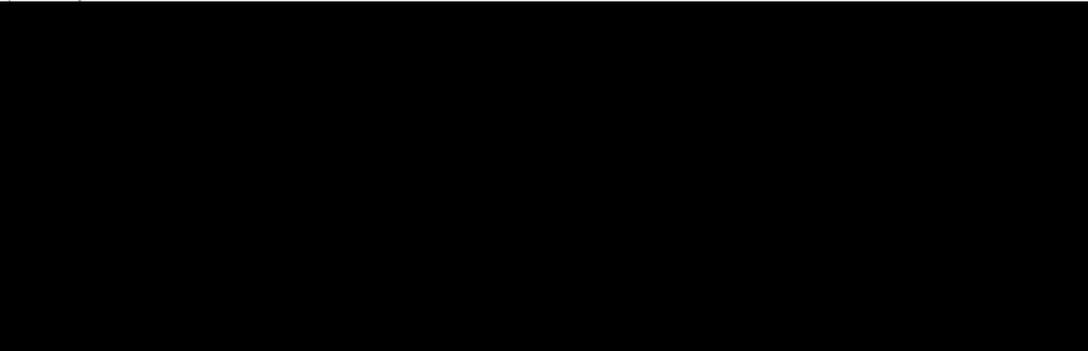
The foregoing instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 2004 by \_\_\_\_\_ of SAN MIGUEL POWER ASSOCIATION, INC., a Colorado Corporation.

My commission expires \_\_\_\_\_ 2004.

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

(Seal)

UNOFFICIAL DOCUMENT



**Exhibit G**

**Public Notices**

**NOTICE**

**Plot Amendment**

TREES AND SHRUBS HAVE APPLIED TO THE OUBAY COUNTY LAND USE  
FOR APPROVAL OF A PLOT AMENDMENT TO COMBINE LOTS 45 AND 46  
OF OUBAY STATE

FOR MORE INFORMATION PLEASE CONTACT THE OUBAY COUNTY LAND USE  
OFFICE AT 709-625-2775 OR BY PERSON AT 311 HALL RD BERGWAY, CO





Certificate of Mailing — Firm

Name and Address of Sender Ouray County Land Use Dept. PO Box 28 Ridgway CO 81432	TOTAL NO. of Pieces Listed by Sender  TOTAL NO. of Pieces Received at Post Office™  Postmaster, per (name of receiving employee)	Affix Stamp Here Postmark with Date of Receipt.
USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	U.S. POSTAGE PAID FROM LETTER OURAY, CO 81427 DEC 18, 19 AMOUNT <b>\$1.45</b> R2305H127708-04 OURAY, CO 81427 DEC 18, 19 AMOUNT <b>\$1.45</b> R2305H127708-04 OURAY, CO 81427 DEC 18, 19 AMOUNT <b>\$1.45</b> R2305H127708-04 OURAY, CO 81427 DEC 18, 19 AMOUNT <b>\$1.45</b> R2305H127708-04 OURAY, CO 81427 DEC 18, 19 AMOUNT <b>\$1.45</b> R2305H127708-04
1.	Sara Harvey Dr 44 Marguerite Dr Ridgway CO 81432	1000
2.	Richard & JoAnn Peterson 119 Marguerite Dr Ridgway CO 81432	1000
3.	Mary Guest 34 Pine Ridge Dr Ridgway CO 81432	1000
4.	Jeremy & Jessica Tice 68 Pine Ridge Dr Ridgway CO 81432	1000
5.	Roger & Maureen Marcum 357 Pine Ridge Dr Ridgway CO 81432	1000
6.	Christen Williams 311 Marguerite Dr Ridgway CO 81432	1000



Certificate of Mailing — Firm

Name and Address of Sender	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here Postmark with Date of Receipt.
<p>Ouray County Land Use Dept. PO Box 28 Ridgway CO 81432</p>	<p>Postmaster, per (name of receiving employee)</p>		
<p>USPS® Tracking Number Firm-specific Identifier</p>	<p>Address (Name, Street, City, State, and ZIP Code™)</p>		
<p>1. 7000242</p>	<p>Christopher Cardee 272 Pine Ridge Dr Ridgway CO 81432</p>		<p>POSTAGE PAID FCM LETTER OURAY, CO 81427 DEC 18, 19 AMOUNT <b>\$1.45</b></p>
<p>2. 7001317</p>	<p>Larry &amp; Sandra Harrold 196 Marquente Dr Ridgway CO 81432</p>		<p>POSTAGE PAID FCM LETTER OURAY, CO 81427 DEC 18, 19 AMOUNT <b>\$1.45</b></p>
<p>3. 7001347</p>	<p>Johnson Family Trust 215 Brentwood Stephenville TX 76401</p>		<p>POSTAGE PAID FCM LETTER OURAY, CO 81427 DEC 18, 19 AMOUNT <b>\$1.45</b></p>
<p>4. 7001578</p>	<p>Stevan Duce 181 Marquente Dr Ridgway CO 81432</p>		<p>POSTAGE PAID FCM LETTER OURAY, CO 81427 DEC 18, 19 AMOUNT <b>\$1.45</b></p>
<p>5.</p>	<p>///</p>		
<p>6.</p>	<p>///</p>		



Certificate of Mailing — Firm

Name and Address of Sender Orey County Land Use Dept. PO Box 288 Ridgway CO 81432	TOTAL NO. of Pieces Listed by Sender  TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here Postmark with Date of Receipt.
Postmaster, per (name of receiving employee)		
USPS® Tracking Number Firm-specific Identifier	Address (Name, Street, City, State, and ZIP Code™)	U.S. POSTAGE PAID FCM LETTER OURAY, CO 81427 DEC 18, 19 AMOUNT <b>\$1.45</b> U.S. POSTAGE PAID FCM LETTER OURAY, CO 81427 DEC 18, 19 AMOUNT <b>\$1.45</b>
1. 2000238	Joseph & Claudie Culver 485 Marguerite Dr. Ridgway CO 81432	1000
2. 2004001	Bory & Joanne Brooks 296 Towler Rd S. Ridgway CO 81432	1000
3. 2001630	Jeremy & Jessica Tice 102 Pine Ridge Dr Ridgway CO 81432	1000
4. 2001310	Virginia & Arthur Fries 483 Marguerite Dr. Ridgway CO 81432	1000
5. 2001299	Chris Dobbins 306 Pine Ridge Dr Ridgway CO 81432	1000
6. 2001280	Elbert & Linda DeForest 136 Pine Ridge Dr Ridgway CO 81432	1000



Certificate of Mailing — Firm

Name and Address of Sender	TOTAL NO. of Pieces Listed by Sender	TOTAL NO. of Pieces Received at Post Office™	Affix Stamp Here Postmark with Date of Receipt.
<p>Oury County Land Use Dept. PO Box 28 Ridgway CO 81432</p>	<p>Postmaster, per (name of receiving employee)</p>		
<p>USPS® Tracking Number Firm-specific Identifier</p>	<p>Address (Name, Street, City, State, and ZIP Code™)</p>		
1. R001480	Shane Barkman 20 Parkway Ridgway CO 81432		 <p>OURAY CO 81427 DEC 18, 19 AMOUNT <b>\$1.45</b> FCM LETTER OURAY CO 81427 DEC 18, 19 AMOUNT</p>
2. R001382	Eve Nordlander 355 Marquette Dr Ridgway CO 81432		 <p>OURAY CO 81427 DEC 18, 19 AMOUNT <b>\$1.45</b> FCM LETTER OURAY CO 81427 DEC 18, 19 AMOUNT</p>
3. R001381	James & Tieghe Weller 419 Marquette Dr Ridgway CO 81432		 <p>OURAY CO 81427 DEC 18, 19 AMOUNT <b>\$1.45</b> FCM LETTER OURAY CO 81427 DEC 18, 19 AMOUNT</p>
4. R001636	Wayne & Leslie Phony 3715 Co Rd 17 Ridgway CO 81432		 <p>OURAY CO 81427 DEC 18, 19 AMOUNT <b>\$1.45</b> FCM LETTER OURAY CO 81427 DEC 18, 19 AMOUNT</p>
5. R001369	Sally Halander 238 Pine Ridge Dr Ridgway CO 81432		 <p>OURAY CO 81427 DEC 18, 19 AMOUNT <b>\$1.45</b> FCM LETTER OURAY CO 81427 DEC 18, 19 AMOUNT</p>
6. R001360	Sara Harvey 3129 Co Rd 17 Ridgway CO 81432		 <p>OURAY CO 81427 DEC 18, 19 AMOUNT <b>\$1.45</b> FCM LETTER OURAY CO 81427 DEC 18, 19 AMOUNT</p>



UNITED STATES  
POSTAL SERVICE®

Certificate of Mailing — Firm

Name and Address of Sender

TOTAL NO.  
of Pieces Listed by Sender

TOTAL NO.  
of Pieces Received at Post Office™

Affix Stamp Here  
Postmark with Date of Receipt.

Postmaster, per (name of receiving employee)

USPS® Tracking Number  
Firm-specific Identifier

Address  
(Name, Street, City, State, and ZIP Code)



9400

U.S. POSTAGE PAID  
Firm Letter  
RIDGEWAY, CO  
81432  
JAN 02, 20  
AMOUNT  
R2304Y123005-03

**\$1.45**

Parcel Airfit



1000

U.S. POSTAGE PAID  
Firm Letter  
RIDGEWAY, CO  
81432  
JAN 02, 20  
AMOUNT  
R2304Y123005-03

**\$1.45**

1. Wayne and Leslie Phinny  
Privada San Saphael Norte #24B  
Colonia San Antonio San Miguel De  
Allende  
37700 Mexico GTO, Mexico



1000

U.S. POSTAGE PAID  
Firm Letter  
RIDGEWAY, CO  
81432  
JAN 02, 20  
AMOUNT

**\$1.45**

2. Richard & JoAnn Peterson  
1007 3<sup>rd</sup> Avenue  
Longmont, CO 80501



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U.S. POSTAGE PAID  
Firm Letter  
RIDGEWAY, CO  
81432  
JAN 02, 20  
AMOUNT

**\$1.45**

U.S. POSTAGE PAID  
Firm Letter  
RIDGEWAY, CO  
81432  
JAN 02, 20  
AMOUNT  
R2304Y123005-03

**\$1.45**

3. Sara A Harvey  
995 South Vine Street  
Denver, CO 80209



1000

U.S. POSTAGE PAID  
Firm Letter  
RIDGEWAY, CO  
81432  
JAN 02, 20  
AMOUNT

**\$1.45**



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4. Barry and Joanne Brooks  
67 Hunter Point Road  
Pomona, CA 91766



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U.S. POSTAGE PAID  
Firm Letter  
RIDGEWAY, CO  
81432  
JAN 02, 20  
AMOUNT

**\$1.45**

5. Elbert and Linda Deforest  
13804 Hayes  
Overland Park, KS 66221



1000

U.S. POSTAGE PAID  
Firm Letter  
RIDGEWAY, CO  
81432  
JAN 02, 20  
AMOUNT

**\$1.45**



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6. [Redacted]



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U.S. POSTAGE PAID  
Firm Letter  
RIDGEWAY, CO  
81432  
JAN 02, 20  
AMOUNT

**\$1.45**



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UNITED STATES  
POSTAL SERVICE®

Certificate of Mailing — Firm

Name and Address of Sender

*Query County Land Use Dept.  
P.O. Box 28  
Ridgway, CO 81432*

TOTAL NO.  
of Pieces Listed by Sender

TOTAL NO.  
of Pieces Received at Post Office™

Affix Stamp Here  
Postmark with Date of Receipt

Postmaster, per (name of receiving employee)

USPS® Tracking Number  
Firm-specific Identifier

Address  
(Name, Street, City, State, and ZIP Code)

1.	Christopher Candee PO Box 438 Ouray, CO 81427-0438
2.	Jeremy & Jessica Trice 102 Pine Ridge Drive Ridgway, CO 81432
3.	Chris Dobbins PO Box 1251 Ouray, CO 81427
4.	Roger & Maureen Marcum 14206 FM 2769 Leander, TX 78641
5.	Sally Hilander 568 5 <sup>th</sup> Avenue Helena, MT 59601-4358
6.	James P Weiler 1045 Greene Street Silverton, CO 81433

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 U.S. POSTAGE PAID  
 FCM LETTER  
 RIDGWAY, CO  
 81432  
 JAN 02, 20  
 AMOUNT  
**\$1.45**  
 R2304Y123005-03

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 RIDGWAY, CO  
 81432  
 JAN 02, 20  
 AMOUNT  
**\$1.45**

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 81432  
 JAN 02, 20  
 AMOUNT  
**\$1.45**  
 R2304Y123005-03

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 U.S. POSTAGE PAID  
 FCM LETTER  
 RIDGWAY, CO  
 81432  
 JAN 02, 20  
 AMOUNT  
**\$1.45**  
 R2304Y123005-03

Exhibit H

Public Comments