

AGENDA
OURAY COUNTY PLANNING COMMISSION
REGULAR MEETING/PUBLIC HEARING

March 17, 2020 4:00 – 6:00 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.*

1. 4:00 Public Hearing:

- A. Request by Scott Elkins, authorized representative for Mendoza Line, LLC., for approval of an amendment to the final plat of Fairway Pines Estates, Filing 1, Lot C104. The purpose of the amendment is to clarify that the subject lot has both commercial as well as residential uses as allowed by the Land Use Code.
- B. Approve minutes from public hearing above.

2. 5:00 Regular Meeting:

- A. Discussion on Joint Planning Commission/BOCC Work Session TBH March 18th.
- B. New Business
- C. Adjourn

**OURAY COUNTY PLANNING COMMISSION
REGULAR MEETING MINUTES**

February 4, 2020 4:30 pm – 6:30 pm

**Meeting held at the
Land Use/Road & Bridge Offices, Conference Room
111 Mall Road Ridgway, Colorado 81432**

Attending

Commissioners: Boehnke, Iuppenlatz, Parker, Snowbarger, Williams, Wilson

Via Conf. Call: None

PC Absent: Miller

Staff & Public: Castrodale, Henderson, Niece

Note: Minutes are "action only" format and are not intended to be a transcription of the hearing. Comments referenced may be abbreviated and/or paraphrased. All meetings are recorded for future reference.

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

1. New business, future projects, future meetings
 - i. **Motion:** Williams moved to adjourn the Regular Meeting
 - ii. **Second:** Iuppenlatz seconded the motion
 - iii. **Discussion:** No discussion was held
 - iv. **Vote:** All in favor 6-0

B. Public Hearing: Ouray County Planning Commission 5:03 pm

1. The Ouray County Planning Commission convened a Public Hearing to review and make a recommendation to the Board of County Commissioners (BOCC) 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.
 - Castrodale gave a brief presentation about the application
 - The applicant's agent, Brent Holm, spoke about the proposal
 - The Planning Commission had several questions that were answered by Staff and Mr. Holm
 - i. **Motion:** Williams moved to forward the application to the Board of County Commissioners with the attached recommendations/conditions of approval.
 - ii. **Second:** Boehnke seconded the motion
 - iii. **Discussion:** No discussion was held
 - iv. **Vote:** All in favor 6-0

v. The Public Hearing was adjourned at 5:20 pm

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

1. Request for approval of minutes pertaining to the Trimble Plat Amendment
 - i. **Motion:** Parker moved to approve the minutes as submitted with Staff recommendations
 - ii. **Second:** Snowbarger seconded the motion
 - iii. **Discussion:** No discussion was held
 - iv. **Vote:** All in favor 6-0
2. The Regular Meeting was adjourn at 5:35 pm

Submitted By: _____


Colleen Henderson
Land Use Planner

Approved By: _____


Mark Luppenlatz
Planning Commission Chair

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 name of 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 enforceable HOA 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.



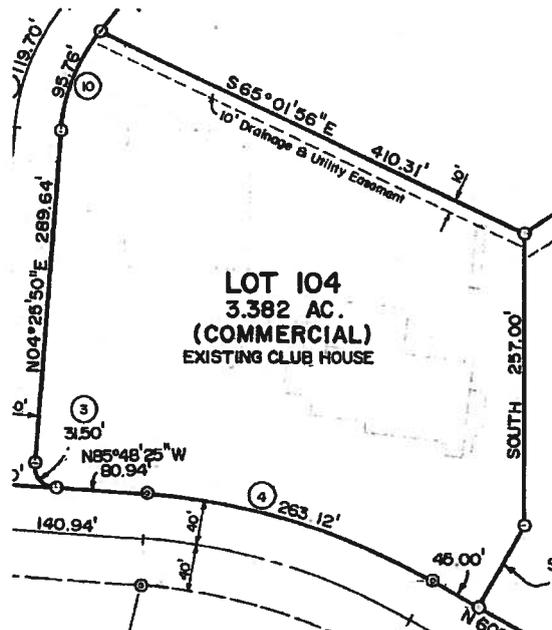
**LAND USE DEPARTMENT
STAFF REPORT
February 11, 2020**

Application: Final Plat Amendment
Project: Fairway Pines Estates, Filing 1 – Lot C104
Owner of Properties: Mendoza Line, LLC.
Authorized Agent: Scott Elkins
Address of Properties: 117 Ponderosa Drive (*old clubhouse*)
Property(s) Size: 3.38 Acres
Zoning: South Mesa
Case Manager: Mark Castrodale

Request:

The Applicant, Mendoza Line, LLC., through its authorized agent, Scott Elkins, is requesting an amendment to the Fairway Pines Estates, Filing No. 1, Lot C-104 plat. The purpose of the plat amendment is to *clarify* that the subject lot is not limited to commercial uses only (*as the plat might imply*) but also includes a residential component or use. The revision proposes removing the 'EXISTING CLUB HOUSE' notation as this is no longer relevant, and adds the term 'RESIDENTIAL'.

CURRENT PLAT (ZOOM):



PROPOSED PLAT (ZOOM):



History:

The Preliminary Development Plan for Fairway Pines Estates, Filing Number One, was approved by the BOCC on December 2, 1991 with the Final Plat signed by the BOCC on July 28, 1992, and recorded on August 10, 1992. Specifically referencing Lot C-104, there has always been some confusion as to whether or not this lot, labeled 'COMMERCIAL', includes any residential use.

County Referrals, Outside Agency Referrals, and Public Comments:

County Administrator

The subject application was referred to the County Administrator for review and comment. After review, the County Administrator returned comments that she has no concerns with the subject application.

County Attorney

The subject application was referred to the County Attorney for review and comment. After review, the County Attorney returned comments that she has no concerns with the subject application.

Road & Bridge Dept.

The subject application was referred to the Road & Bridge Department for review and comment. After review, the R&B representative returned comments that he has no concerns regarding the subject application.

Building Inspector

The subject application was referred to the Building Inspector for review and comment. After review, the Building Inspector returned comments that she has no concerns regarding the subject application.

Notification Requirements:

Adjacent Property Owner Notice

Staff confirmed, by receipt of a certificate of mailing from the US Post Office, that the Applicant sent proper and timely notice (*2/15/20*) to all *Affected Property Owners* regarding the application for plat amendment, including the date/time/location of the public hearing before the Planning Commission. Any responses from Affected Property Owners are included in the packet materials.

HOA/POA Notice/Approval

Staff received an email from the HOA President stating that they “fully support” the proposed action.

On-Site Notice

Staff confirmed the Applicant posted on-site notice of the application on the property where the amendment is proposed, in a form approved by the department, at least 14-days prior to the date of the hearing before the Planning Commission.

Published Notice

The Land Use Department published notice of public hearing before the Planning Commission, in the Ouray County Plaindealer, at least 14-days prior to the date of the hearing.

Affected Property Owner Comments:

As of the date of this report, Staff has not received any responses from the public regarding the subject application for plat amendment.

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

Staff’s responses shown in **BLUE**.

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, providing 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:

The Applicant provided tax information on the subject lot. Staff confirmed with the County Treasurer that as of March 9, 2020, there are no delinquent taxes due, or any tax liens, against either property affected by the subject application. Prior to signing the amended plat (*if approved*) 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 title information in the form of an *Alta Commitment*, prepared by Land Title Guarantee Company, effective November 27, 2019 for the subject lot. Staff reviewed the documents and found no encroachments or non-mortgage liens associated with the subject lot.

- 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:

As has been customary practice, the Land Use Department is not requiring the Applicant to provide a prepared plat as part of the application materials in order to avoid incurring this expense should the application not be approved. Staff is including a condition to approval requiring the Applicant to provide a professionally prepared plat for final BOCC approval, if the application is approved.

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

Staff Response:

Staff has not requested any application 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, obtained from the Ouray County Assessor’s Office. (based on properties identified by Staff) A notice regarding the application was sent to each property owner on the list by the Applicant.

- 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*. The notice was reviewed and approved by Staff prior to being sent to the required recipients.

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 *Affected Property Owners* were sent the required notice per owner/address information provided by the Assessor's Office.

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 as required by the Land Use Code. It is Staff's opinion that the proposed amendment of Fairway Pines Estates, Filing Number One, Lot C-104 is consistent with the requirements of Section 6 and the underlying zoning standards in Section 3 of the Land Use Code. There are no new 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:

Any responses received by the Land Use Department from Affected Property Owners have been included in the packet materials.

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:

Staff reviewed the current covenants of Fairway Pines Estates as well as the associated recorded plats. It is Staff's opinion that the subject amendment is not contrary to the provisions of valid covenants, plats, or declaration of the PUD.

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 not inconsistent 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, if approved, would 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 plat amendment, if approved, would not be granted solely to confer a special benefit on any person.

Staff Conclusions and Recommendation:

In order to clarify whether or not the subject lot included a 'residential use, the applicant conducted an exhaustive search of the Land Use Department's historic files on the Fairway Pines development. From that research, the Applicant discovered the following documents that provide clear evidence that the subject lot includes residential use as allowed in the Land Use Code/zoning:

- A copy of a Ouray County Land Use 'Building and/or Septic Permit Application' signed and approved by the then Land Use Administrator, Chick Rahm. The application clearly denotes a 1,750 square foot 'Corporate Residence'.
- A copy of an inspection report prepared by 'Western Community Planners' that includes the following notation: "Certificate of Occupancy issued November 5, 1980". Staff notes that if the building did not have a residential component/use, a 'Certificate of Completion' would have been issued, rather than a 'Certificate of Occupancy'.

- A copy of an original floorplan for the clubhouse dated 7/18/80 that clearly denotes a 'Corporate Residence'.

It is the opinion of the Land Use Department that the documents referenced above clearly demonstrate that the subject lot/structure originally included a residential use. Also, to date there has been no formal action by the county to remove any residential use from the subject lot. For this reason, and whether or not this amendment is approved, the Land Use Department would issue a building permit to the applicant for the purpose of converting the now repurposed corporate residence, back into a legal, residential dwelling. As stated previously in this report, the purpose of this plat amendment is to *clarify* for any future owner, future Land Use Staff, future Planning Commission, and future BOCC, that the subject lot includes an existing residential use

Also, it is Staff's opinion that the proposed final plat amendment of the Loghill Village Unit 1 Subdivision meets the provisions and requirements 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 provide a plat of the amended Lot C014, prepared by a Colorado Licensed Professional Surveyor, within 6 months of the date of the approval by the BOCC. Such plat shall include all provisions as required by the Land Use Code and as may be requested by Staff.
2. Prior to submitting a final plat, the Applicant shall provide a draft plat to the Land Use Department for review and approval.
3. Prior to submitting a final plat, the Applicant shall ensure that all other required signatures on the plat have been obtained, other than the Chair of the Board of County Commissioners.
4. The subject Lot, Fairway Pines Estates, Filing No. 1, Lot C104 is allowed all residential and commercial uses as described in the Ouray County Land Use Code and Ouray County Zoning as may be revised or amended from time to time.
5. Any future commercial use of the existing 'clubhouse' structure requires issuance of an approved Special Use Permit.
6. If the current owner, or any future owner, of the existing 'clubhouse' structure chooses to renovate an existing area of the building into a residential dwelling unit, a Building Permit must first be issued by the Land Use Department for said renovation.
7. Any additional structures, or, structural alterations to the existing 'clubhouse' structure, requires prior issuance of a Building Permit from the Land Use Department.

Account: R003002

Location

Situs Address 117 PONDEROSA DR
 City Ridgway
 Tax Area Id 204 - 204
 Parcel Number 430301104104
 Legal Summary Subd: FAIRWAY PINES
 ESTATES P.U.D. FILING NO. 1 Lot:
 C104 S: 1 T: 45 R: 9

Owner Information

Owner Name MENDOZA LINE LLC
 Owner Address 4 MOUNTAIN
 MAHOGANY
 LITTLETON, CO 80127

Assessment History

Actual (2019) \$565,740
 Assessed \$164,070
 Tax Area: 204 Mill Levy: 49.083

Type	Actual	Assessed	Acres	SQFT	Units
Improvements	\$543,740	\$157,690	0.000	14528.000	2.000
Land	\$22,000	\$6,380	3.382	0.000	0.000

Transfers

Reception Number	Sale Date	Sale Price	Doc Description
224603	01/15/2020	\$0	QUIT CLAIM
224601	01/15/2020	\$338,000	WARRANTY DEED
216942		\$0	COV COND & REST
210748			COV COND & REST
210505			COV COND & REST
206565	12/21/2011	\$135,200	BARGAIN & SALE DEED
205359	07/16/2010		QUIT CLAIM
203232			COV COND & REST
201746	10/07/2009	\$0	CERTIFICATE
201721	08/13/2009	\$0	ORDER
199474		\$0	COV COND & REST
198637	09/11/2008	\$0	COV COND & REST
198301			COV COND & REST
198300			COV COND & REST
196659			COV COND & REST
192769		\$0	SURVEY
188049	05/12/2005	\$775,000	SPECIAL WARRANTY DEED
186514	11/30/2004	\$550,000	WARRANTY DEED
184379	01/09/2004	\$0	MISCELLANEOUS
183960			COV COND & REST
174891			COV COND & REST
169504			PLAT
168581	12/08/1998	\$0	SPECIAL WARRANTY DEED
162268			COV COND & REST
162227			COV COND & REST
151656		\$0	COV COND & REST
151311		\$0	PLAT
150511	04/27/1938		COV COND & REST
			TREASURER'S DEED

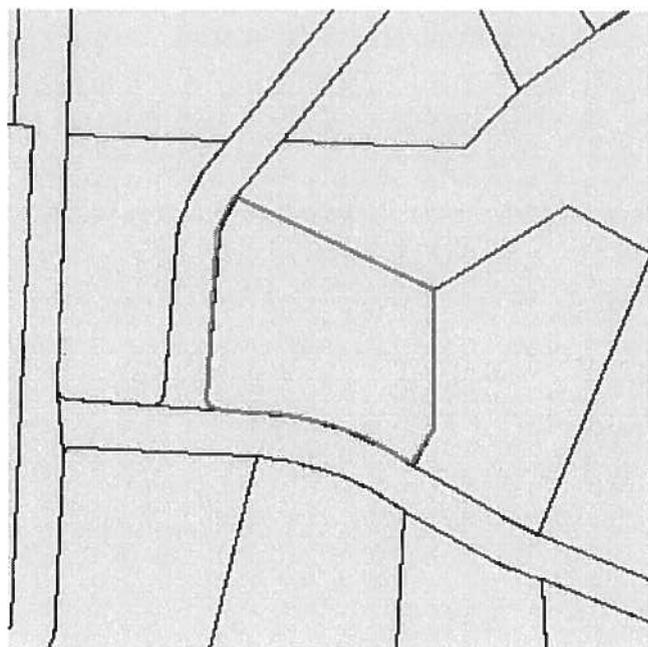
Tax History

Images

Tax Year	Taxes
*2020	\$8,053.04
2019	\$8,053.04

- [Google Map \(May not be accurate\)](#)
- [Photo](#)
- [Sketch](#)
- [GIS](#)

* Estimated



Good morning Mark,

There are not unpaid taxes including current taxes on this account also known as 117 Ponderosa Drive.

Have a great day!

Jill Mihelich

Ouray County Treasurer & Public Trustee

Mail Correspondence to:

PO Box 149

Ouray, CO 81427

New Temporary Location:

112 Village Square West (REMAX building) Suites 201 & 202

Ridgway, CO 81432

(970) 325-4487

*Please note: Ouray County Treasurer/Public Trustee offices are closed on Fridays.



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): mendoza Line LLC
Address: 4 mountain mahogany, Littleton, CO 80427
Street or P.O. Box

City _____ State _____ Zip _____
Telephone 970, 7080494 E-Mail Scottie@telluridebrokers.com

Authorized Agent: Scott Elkins
Address: Po. Box 3289 #
Street or P.O. Box _____
Telluride CO _____ 81435
City _____ State _____ Zip _____
Telephone 970 708 0494 E-Mail Scottie@telluridebrokers.com

Application for Limited/Regular PUD (check one)

- Regular Limited Sketch Plan Preliminary Plan Final Amendment

Property Identification Number: _____

Property Description: Section: _____ Township: _____ Range: _____

Deed recorded in Book _____, and Page _____

Proposed Development Name N/A

Number of lots 1 Filing number _____ Total number filings _____ Size of Parcel _____

Fee included \$750 (CHECK # 4141)

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 of owner(s)/Agent) _____ (Date)

ZONE: SOUTH MESA

	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): MENDOZA LINE LLC
Address: 4 MOUNTAIN MAHOGANY, Littleton, CO 80427
Street or P.O. Box _____
City _____ State _____ Zip _____
Telephone (970) 708 0494 E-Mail Scottie@telluridebrokers.com

Authorized Agent: SCOTT ELKINS
Address: PO. BOX 3289
Street or P.O. Box _____
Telluride CO 81435
City _____ State _____ Zip _____
Telephone 970 708 0494 E-Mail Scottie@telluridebrokers.com

Application for Limited/Regular PUD (check one)

Regular Limited Sketch Plan Preliminary Plan Final Amendment

Property Identification Number: 430301104104 (R# R003002)

Property Description: Section: 1 Township: 45 Range: 9

Deed recorded in Book _____, and Page _____

Proposed Development Name N/A
Number of lots 1 Filing number 1 Total number filings 1 Size of Parcel 3.38 AC

Fee included (PAID by check) 1/17/20

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] _____ 1/17/20
(Signature of owner(s)/Agent) (Date)

Request for PLAT AMEND 1/20/20

Property Address: 117 PONDEROSA DRIVE, RIDGWAY, CO 81432 (old clubhouse)

Owner : MENDOZA LINE LLC (MNGR SCOTT ELKINS) 970-708-0494 (scoteelkins@gmail.com)

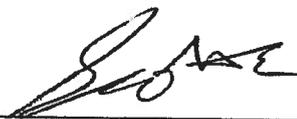
The applicant would like to thank you for your time in advance, we appreciate your hard work in keeping Ouray county a wonderful place

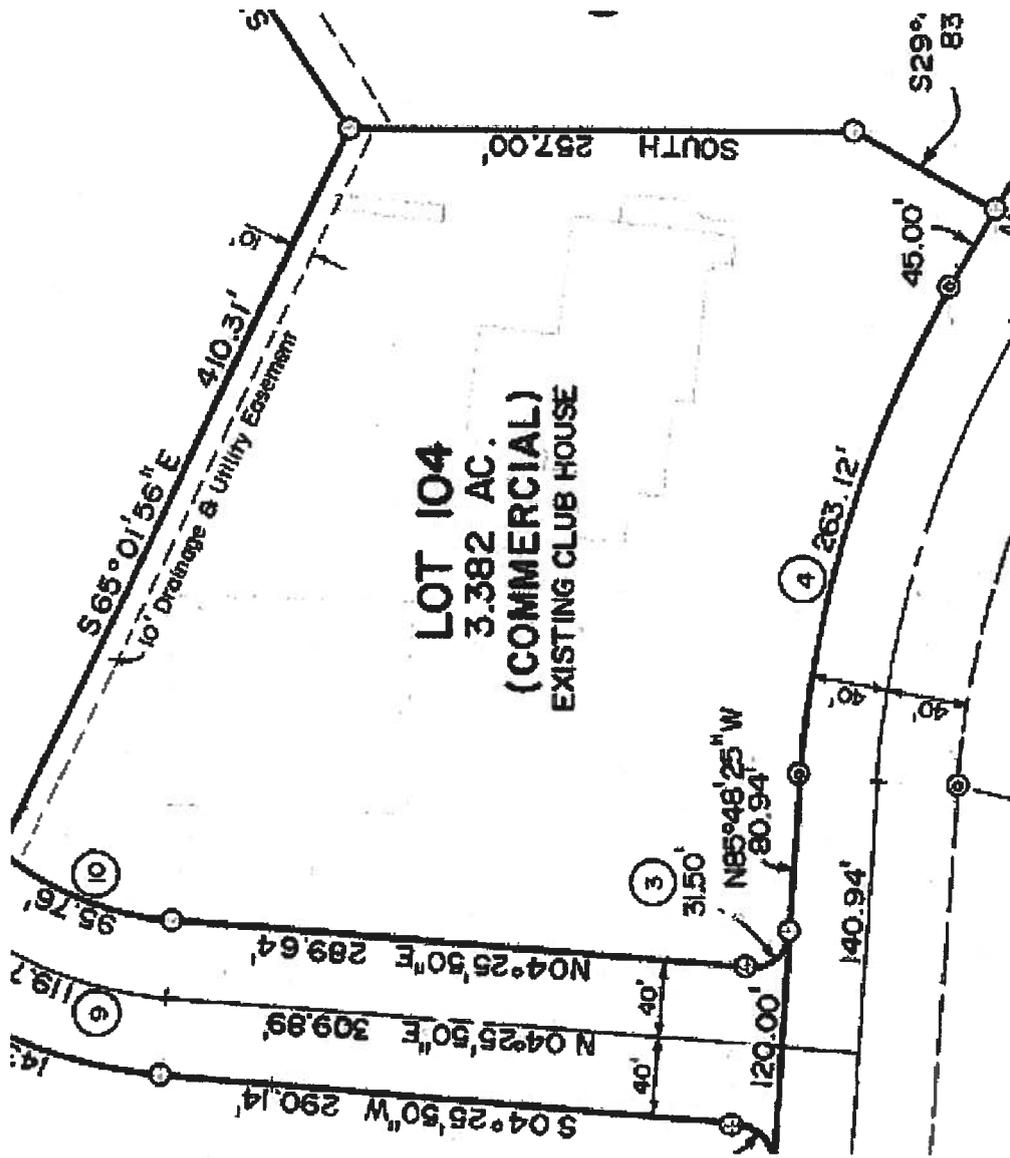
- 1) The applicant requests 1) one unit of density to be allowed on the existing commercial lot. This density would also include a ADU.
- 2) The applicant believes this is a "use by historical right" based on the building permit and plans from 07/22/1980 labeled "corporate residence". We believe it was accidentally omitted from the plat.
- 3) The commercial viability of this parcel in our opinion must have an owner and/or caretaker/mngr living on site to make the finances viable for a commercial success.
- 4) The commercial building has been in neglect for many years and vacant for many years also. The lack of a residential component is our reasoning for its lack of utility and saleability and obsolescence.
- 5) The parcel is located within the fairway pines HOA. The HOA has been notified of this request to amend the plat.

Notes:

This plat amendment :

- 1) will not: Cause any undue water /noise /smoke/dusk/odor/heat/glare /pollution issues.
- 2) Is compatible with the cluster/density surrounding it.
- 3) Legal access is already in place and water and power and septic is all in working order.
- 4) The current building is about 14,500 feet built in 3-4 stages from 1980-96
- 5) The proposed use will comply with section 9 of the visual impact regs.
- 6) The amend will not affect any wildlife.
- 7) The amend will not alter or affect any irrigation practices
- 8) The amend will not be located in a hazardous area
- 9) the amend has no known chemical contamination

 AS MNGR FOR LLC 1/20/20



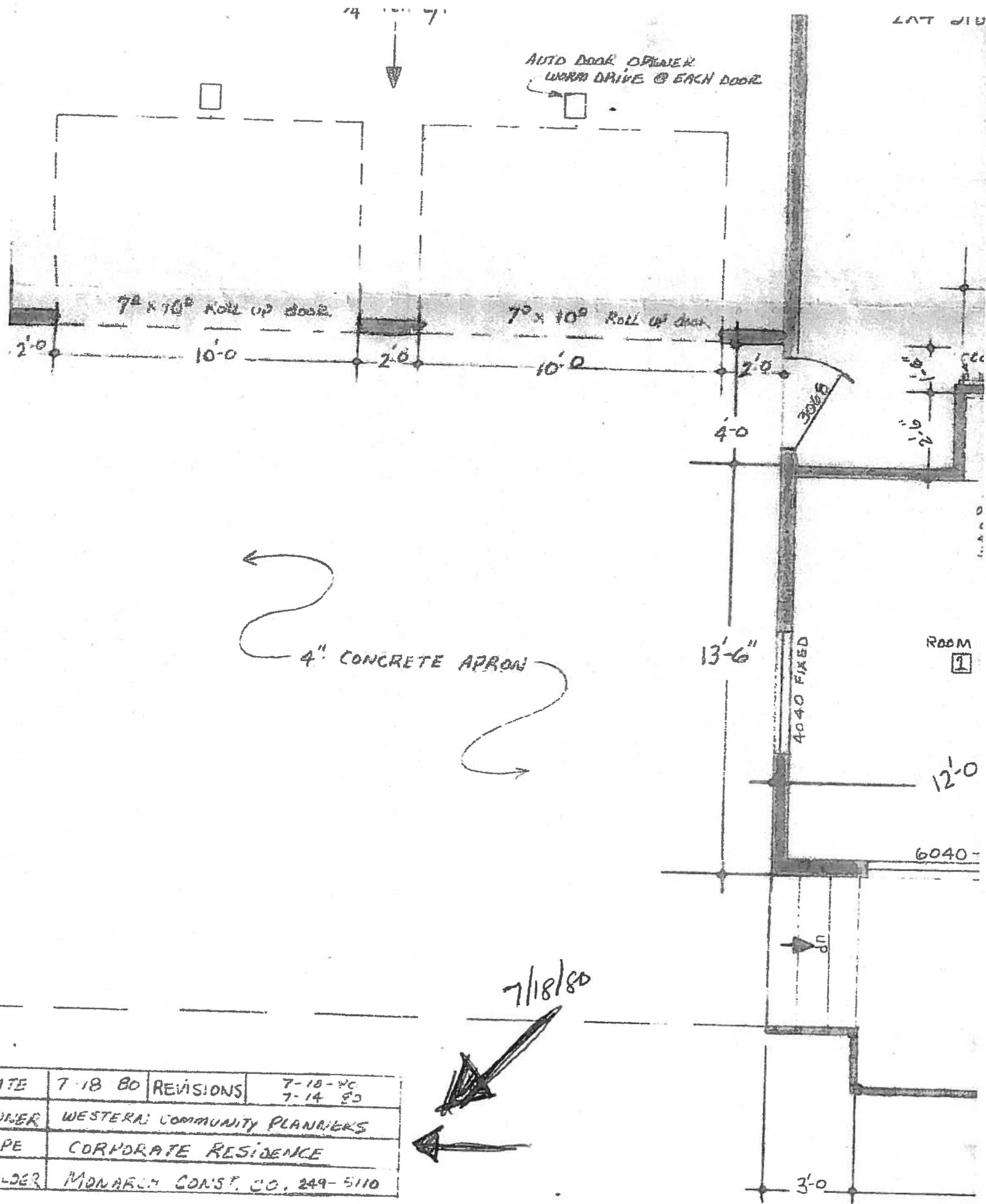
FAIRWAY PINES / DIVIDE RANCH CLUB HOUSE BUILDING PERMIT RESEARCH

OLD CLUBHOUSE LOCATION			
PMT NUMBER	PROJECT	APPLICANT	C/O DATE
218-80	"Corporate Residence" and septic	Western Community Planners	11.5.1980
382-83	Recreation Center and septic	Log Hill Village Country Club	1.10.1984
808-91	Bar and Lounge Addition (no septic)	JWL Inc.	3.9.2012
809-91	Dining area and Bathrooms (no septic)	JWL Inc.	6.10.1992
900-93	Temporary Pro Shop	Log Hill Village Investors	No C/O Issued
1479-98	Rain Sheds; holes 4, 8, 13	Fairway Pines Golf Club	117 Ponderosa
1786-00	Entry Building - "never built"	Fairway Pines	117 Ponderosa
Notice/Order	Notice and Order issued August 13, 2009	Norm Wiggington and Rebecca Gold	117 Ponderosa

NEW CLUBHOUSE LOCATION			
PMT NUMBER	PROJECT	APPLICANT	C/O DATE
905-93	Maintenance building with living space, office, and repair garage	Fairway Pines Investors Ltd.	3.9.1995
988-94	Wood frame storage shed to be used by the golf course - 140sf	Fairway Pines Investors Ltd.	6.1.1994
2159-02	Equipment Shed - 105 N. Badger	Fairway Pines Golf Partners	2.23.2004
2930-06	Remodel - Fairway Pines Driving Range	Fairway Pines Golf Partners	4.24.2006
3139-07	Foundation Only - Per ARC letter Cart Barn and Clubhouse	Heritage Inn & Suites	4.22.2008
3229-08	Trellis	Heritage Inn & Suites	8.29.2008
3179-08	Club House	Heritage Inn & Suites	7.22.2008

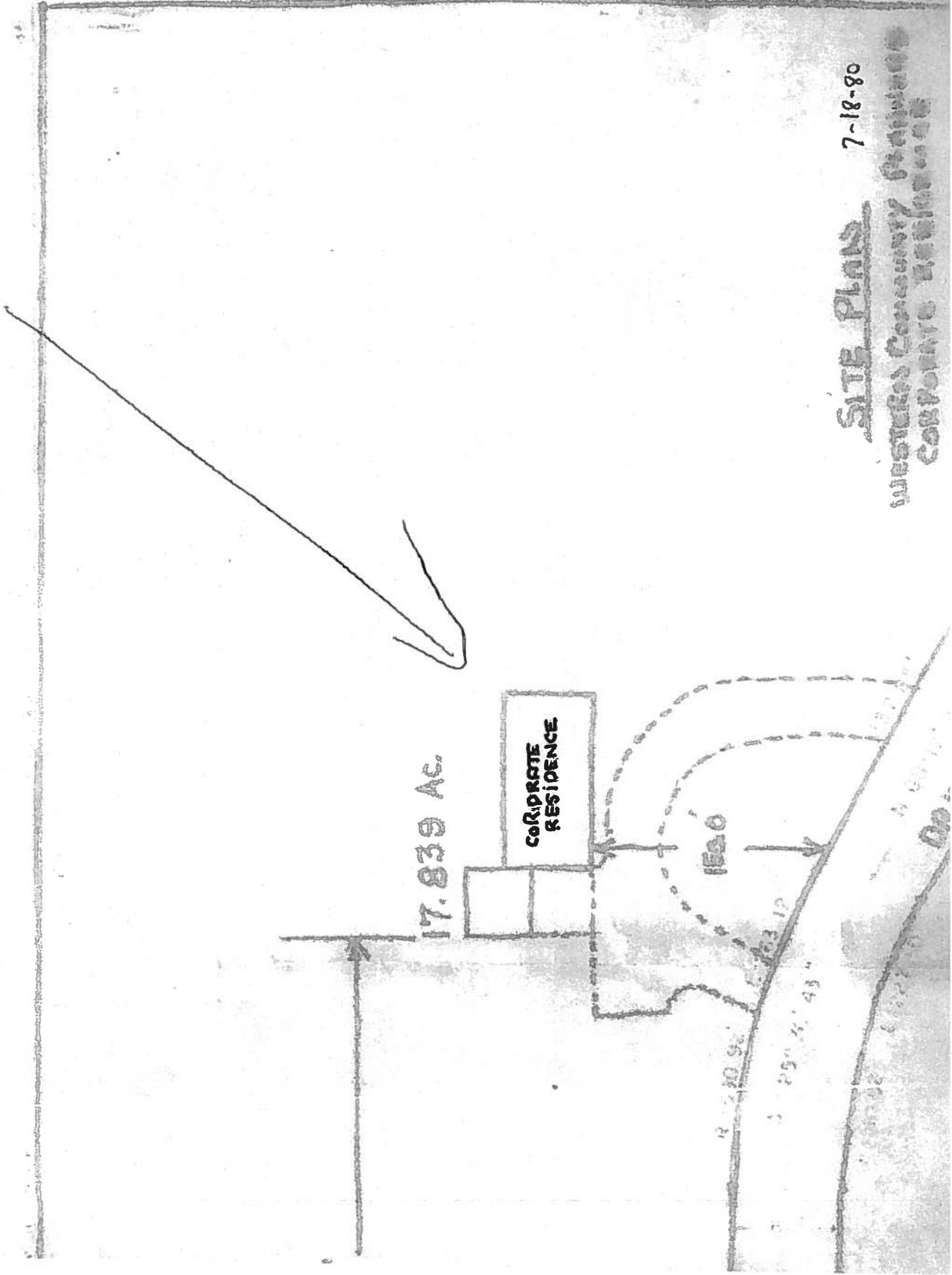
OTHER MISC. PERMITS			
PMT NUMBER	PROJECT	APPLICANT	C/O DATE
1856-00	Signs	Fairway Pines	
3271-00	Addition shop storage	Fairway Pines Sanitation District	

Main Packet



DATE	7-18-80	REVISIONS	7-18-WC 7-14-80
OWNER	WESTERN COMMUNITY PLANNERS		
TYPE	CORPORATE RESIDENCE		
BUILDER	MONARCH CONST. CO., 249-5110		

Site plan 7/80



7-18-80

SITE PLAN

WESTERN COMMUNITY DEVELOPMENT
CORPORATE RESIDENCE

For
FUT
LOG
PLUM
ELECT
SEPTIC

BUILDING AND/OR SEPTIC PERMIT APPLICATION

Ouray County Land Use Administration
P.O. Box 572, Ouray, CO 81427
325-4706

OWNER Western Community Planner's Corp. Residence ADDRESS P.O. Box 70, Ridgway PHONE 626-5622
 GENERAL CONTRACTOR Monarch Const. Co. ADDRESS P.O. Box 959, Montrose PHONE 249-5110
 SEPTIC CONTRACTOR Kenny Wild ADDRESS Montrose PHONE _____
 PLUMBING CONTRACTOR Bob T Plumbing ADDRESS 500 N. 4th Montrose LICENSE # 249-8241
 ELECTRICAL CONTRACTOR Ron Jackson ADDRESS Olath LICENSE # _____
 LOCALITY OF JOB Log Hill Village Anderson Drive
 LEGAL DESCRIPTION *see site plan SUBDIVISION, FILING # _____ LOT # 1
 SECTION 1 TOWNSHIP 45N RANGE 9W LOT SIZE (acres) 17.839 ZONING _____
 USE OF BUILDING Corporate Residence NUMBER OF STORIES 1 HEIGHT 17'-0"
 NUMBER OF ROOMS _____ SQUARE FOOTAGE 1750[±] VALUATION OF WORK \$ 52,000⁰⁰
 DISTANCE FROM PROPERTY LINES: FRONT 150', REAR 250', SIDE 528', SIDE 500' +/-
 CLASS OF BLDG.: NEW ADDITION _____ MOVE _____ CLASS OF SEPTIC SYSTEM: NEW _____ REPAIR _____
 PERMIT REQUESTED (X): BUILDING SEPTIC TANK SYSTEM

— APPLICATION MUST BE SIGNED BELOW —

I hereby certify that I have read and examined this application and know the same to be true and correct. All provisions of laws and codes governing this type of work will be complied with whether specified herein or not. 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 construction or the performance of construction.

Carona Guiness/Don Underwood
Signature of Contractor or Authorized Agent

7/22/80
Date

INSEPECTORS USE BELOW

Application Received:
 By Ch. Rahm, Jr. Date July 24, 1980
 Plans Checked:
 By Ch. Rahm, Jr. Date July 28, 1980
 Bldg. Permit No. 218-50 Issued:
 By Ch. Rahm, Jr. Date 7/28/80
 Septic Permit No. 218-50 Issued:
 By Ch. Rahm, Jr. Date 7/28/80

Building Permit Fee 191⁰⁰
 Septic System Permit Fee 25⁰⁰
 Plan Check Fee _____
 Other _____
 TOTAL FEE \$ 216⁰⁰

Total Fee Rec's By Ch. Rahm, Jr. Date 7/24/1980

NR No. 20333



NAME Western Community Planners

BLDG. PERMIT NO. 218 - 80

CONTRACTOR Monarch Construction Company

I N S P E C T I O N S

PLANS CHECKED 7/28/50 CSR

SEPTIC Final (12.4.50) 7/29/50 CSR

LAYOUT 7/29/50

FOOTER _____

STEM/BASEMENT WALLS S/W garage pad 7/29/50 CSR

FRAMING/PLUMBING ROUGH-IN Drenning 11/16/50 CSR

FINAL October 29, 1950 CSR

Certificate of Occupancy issued November 5, 1950

*SEE APP
for corporate
Residence*

JOHN L. WELLS & MARIE M. WELLS, TRUSTEES OF THE WELLS TRUST DATED 8/25/21

By John L. Wells
 By Marie M. Wells

STATE OF CALIFORNIA
 COUNTY OF SAN DIEGO

Subscribed and sworn to before me this 21st day of August, 1982 by John L. Wells, Trustee and Marie M. Wells, Trustee.

Witness my hand and official seal.

By commission expires: 7-22-84
 [Notary Seal]

ROBERT C. FLORES and ROSALBA M. FLORES, TRUSTEES OF THE FLORES FAMILY TRUST DATED 11/11/78

By Robert C. Flores
 By Rosalba M. Flores

STATE OF CALIFORNIA
 COUNTY OF SAN DIEGO

Subscribed and sworn to before me this 21st day of August, 1982 by Robert C. Flores and Rosalba M. Flores, Trustees.

Witness my hand and official seal.

By commission expires: 7-22-84
 [Notary Seal]

EDWARD BENTLEY and EUGENIA BENTLEY, WIDOWS

By Edward Bentley
 By Eugenia Bentley

STATE OF CALIFORNIA
 COUNTY OF RIVERSIDE

Subscribed and sworn to before me this 21st day of August, 1982 by Edward Bentley, Trustee and Eugenia Bentley, Trustee.

Witness my hand and official seal.

By commission expires: 7-22-84
 [Notary Seal]

WILLIAM E. WELLS, TRUSTEE OF THE WELLS & WELLS FAMILY TRUST DATED 8/25/21

By William E. Wells

STATE OF CALIFORNIA
 COUNTY OF SAN DIEGO

Subscribed and sworn to before me this 21st day of August, 1982 by William E. Wells, Trustee.

Witness my hand and official seal.

By commission expires: 7-22-84
 [Notary Seal]

ATTEST: FIRST TRUST CORPORATION THE FIDELITY AND SECURITY CORPORATION

SECRETARY: Clayton L. Johnson
 Operations Supervisor

STATE OF CO
 COUNTY OF DENVER

Subscribed and sworn to before me this 21st day of August, 1982 by William E. Wells as Secretary and Clayton L. Johnson as Secretary of First Trust Corporation.

Witness my hand and official seal.

By commission expires: 7-22-84
 [Notary Seal]

JERRY A. CHAMBERLAIN and ELEANOR A. CHAMBERLAIN, WIDOWS

By Jerry A. Chamberlain
 By Eleanor A. Chamberlain

STATE OF CALIFORNIA
 COUNTY OF SAN DIEGO

Subscribed and sworn to before me this 21st day of August, 1982 by Jerry A. Chamberlain and Eleanor A. Chamberlain.

Witness my hand and official seal.

By commission expires: 7-22-84
 [Notary Seal]

WILHELMINE PATRICK, LTD.

By Wilhelmine Patrick, Ltd.

STATE OF CALIFORNIA
 COUNTY OF SAN DIEGO

Subscribed and sworn to before me this 21st day of August, 1982 by Wilhelmine Patrick, Ltd.

Witness my hand and official seal.

By commission expires: 7-22-84
 [Notary Seal]

EDWARD S. FLORES, JR. and ROSALBA FLORES, TRUSTEES OF THE FLORES FAMILY TRUST DATED 11/11/78

By Edward S. Flores, Jr.
 By Rosalba Flores

STATE OF CALIFORNIA
 COUNTY OF SAN DIEGO

Subscribed and sworn to before me this 21st day of August, 1982 by Edward S. Flores, Jr., Trustee and Rosalba Flores, Trustee.

Witness my hand and official seal.

By commission expires: 7-22-84
 [Notary Seal]

CLIVE S. WARD and EVELYN B. WARD, WIDOWS and WIFE

By Clive S. Ward
 By Evelyn B. Ward

STATE OF CALIFORNIA
 COUNTY OF SAN DIEGO

Subscribed and sworn to before me this 21st day of August, 1982 by Clive S. Ward and Evelyn B. Ward.

Witness my hand and official seal.

By commission expires: 7-22-84
 [Notary Seal]

ATTEST: FIRST TRUST CORPORATION THE FIDELITY AND SECURITY CORPORATION

SECRETARY: Clayton L. Johnson
 Operations Supervisor

STATE OF CO
 COUNTY OF DENVER

Subscribed and sworn to before me this 21st day of August, 1982 by Clive S. Ward as Secretary and Evelyn B. Ward as Secretary of First Trust Corporation.

Witness my hand and official seal.

By commission expires: 7-22-84
 [Notary Seal]

LEONIE L. BENTLEY and EUGENIA B. BENTLEY, TRUSTEES OF THE BENTLEY FAMILY TRUST DATED 8/25/21

By Leonie L. Bentley
 By Eugenia B. Bentley

STATE OF CALIFORNIA
 COUNTY OF SAN DIEGO

Subscribed and sworn to before me this 21st day of August, 1982 by Leonie L. Bentley and Eugenia B. Bentley.

Witness my hand and official seal.

By commission expires: 7-22-84
 [Notary Seal]

LAURENCE and PEARLIE BENTLEY, CO-TRUSTEES OF THE BENTLEY FAMILY TRUST DATED 8/25/21

By Laurence Bentley
 By Pearlie Bentley

STATE OF CALIFORNIA
 COUNTY OF SAN DIEGO

Subscribed and sworn to before me this 21st day of August, 1982 by Laurence Bentley and Pearlie Bentley.

Witness my hand and official seal.

By commission expires: 7-22-84
 [Notary Seal]

RENEE M. WELLS, TRUSTEE OF THE WELLS & WELLS FAMILY TRUST DATED 8/25/21

By Renee M. Wells

STATE OF CALIFORNIA
 COUNTY OF SAN DIEGO

Subscribed and sworn to before me this 21st day of August, 1982 by Renee M. Wells, Trustee.

Witness my hand and official seal.

By commission expires: 7-22-84
 [Notary Seal]

ATTEST: FIRST TRUST CORPORATION THE FIDELITY AND SECURITY CORPORATION

SECRETARY: Clayton L. Johnson
 Operations Supervisor

STATE OF CO
 COUNTY OF DENVER

Subscribed and sworn to before me this 21st day of August, 1982 by Renee M. Wells as Secretary and Clayton L. Johnson as Secretary of First Trust Corporation.

Witness my hand and official seal.

By commission expires: 7-22-84
 [Notary Seal]

ATTEST: FIRST TRUST CORPORATION THE FIDELITY AND SECURITY CORPORATION

SECRETARY: Clayton L. Johnson
 Operations Supervisor

STATE OF CO
 COUNTY OF DENVER

Subscribed and sworn to before me this 21st day of August, 1982 by Renee M. Wells as Secretary and Clayton L. Johnson as Secretary of First Trust Corporation.

Witness my hand and official seal.

By commission expires: 7-22-84
 [Notary Seal]

ATTEST: FIRST TRUST CORPORATION TRUST FIDELITY & BOND COMPANY
 SECRETARY by Cheryl Anderson
 Operations Supervisor
 STATE OF CO
 COUNTY OF DENVER
 Subscribed and sworn to before me this 28th day of August, 1992, by Cheryl Anderson Secretary and Cheryl Anderson Operations Supervisor of First Trust Corporation.
 Witness my hand and official seal:
 By commission expires 8-28-95
[Signature]
 Notary Public

ATTEST: FIRST TRUST CORPORATION TRUST FIDELITY & BOND COMPANY
 SECRETARY by Cheryl Anderson
 Operations Supervisor
 STATE OF CO
 COUNTY OF DENVER
 Subscribed and sworn to before me this 28th day of August, 1992, by Cheryl Anderson Secretary and Cheryl Anderson Operations Supervisor of First Trust Corporation.
 Witness my hand and official seal:
 By commission expires 8-28-95
[Signature]
 Notary Public

ATTEST: FIRST TRUST CORPORATION TRUST FIDELITY & BOND COMPANY
 SECRETARY by Cheryl Anderson
 Operations Supervisor
 STATE OF CO
 COUNTY OF DENVER
 Subscribed and sworn to before me this 28th day of August, 1992, by Cheryl Anderson Secretary and Cheryl Anderson Operations Supervisor of First Trust Corporation.
 Witness my hand and official seal:
 By commission expires 8-28-95
[Signature]
 Notary Public

ATTORNEY'S CERTIFICATE

I certify that I have examined the title to the plotted property and that the record numbers and all matters of encumbrances affecting the property have been noted this plot and joined in the description of all roads, easements and public areas.
[Signature]
 Attorney at Law
 Substitution No. 1444

DEVELOPER'S CERTIFICATE

I hereby certify that I, as a Registered (and Surveyor of the State of Colorado and that this plot accurately represents a survey made by me or under my direct supervision and conform to all laws of the State of Colorado and State regulations, and I further certify that the monuments shown herein actually exist and that they delineate the area of shown.
[Signature]
 Colorado Registered Land Surveyor #1128

REGISTERED SURVEYOR'S CERTIFICATE

STATE OF COLORADO
 COUNTY OF DENVER
 I, the undersigned, County Treasurer do 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 municipal assessments and fees, except:
[Signature]
 County Clerk/Treasurer

APPROVAL BY PLANNING COMMISSION

Approved by the Bury County Planning Commission by resolution dated this 28th day of July, 1992.
[Signature]

APPROVAL BY COUNTY COMMISSIONERS

Approved by the Bury County Board of Commissioners by resolution dated this 28th day of July, 1992.
[Signature]

PLANNING COMMISSION CERTIFICATE

This plot was filed for record to the office of the Clerk and Recorder of Bury County, Colorado, at 10:25 on the 28th day of August, 1992, with description No. 1444
[Signature]
 County Clerk & Recorder

BOOK 218 - PAGE 5A	FAIRWAY PINES ESTATES PUD.
DATE 8-28-92	FILING NO. 1
FILE NO. 91-44	MESA SURVEYING
	P.O. BOX 1807 MONTROSE, COLORADO



**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: **OUC85006103-4**

Date: **12/23/2019**

Property Address: **117 PONDEROSA DRIVE, RIDGWAY, CO 81432**

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

For Closing Assistance

Jeff Burgess
218 SHERMAN
RIDGWAY, CO 81432
(970) 626-3157 (Work)
(877) 346-4104 (Work Fax)
jburgess@ltgc.com
Contact License: CO497677
Company License: CO44565

Closers Assistant

Debra Overton
218 SHERMAN
RIDGWAY, CO 81432
(970) 626-3157 (Work)
(866) 360-5622 (Work Fax)
doverton@ltgc.com
Contact License: CO589969
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

Buyer/Borrower

NGNF LLC
PO BOX 3781
Telluride, CO 81435
(970) 728-4000 (Cell)
scotte@telluridebrokers.com
Delivered via: Electronic Mail

Lender - New Loan

PONDEROSA REAL ESTATE PRIVACY TRUST
Delivered via: No Commitment Delivery

Seller/Owner

RON RINGO
Attention: PONDEROSA REAL ESTATE PRIVACY
TRUST
1586 ASPEN DR
LOGAN, UT 84341
usmcchappy@gmail.com
Delivered via: Electronic Mail



Land Title Guarantee Company
Estimate of Title Fees

Order Number: **OUC85006103-4** Date: **12/23/2019**
Property Address: **117 PONDEROSA DRIVE, RIDGWAY, CO 81432**
Parties: **NGNF, LLC, A COLORADO LIMITED LIABILITY COMPANY**
THE PONDEROSA REAL ESTATE PRIVACY TRUST

Visit Land Title's Website at www.ltgc.com for directions to any of our offices.

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 06-17-06	\$1,277.00
"ALTA" Loan Policy 06-17-06 Purchase Loan Rate	\$250.00
Tax Certificate	\$26.00
	Total \$1,553.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
Thank you for your order!	

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 12/23/2011 under reception no. 206565

Plat Map(s):

Ouray county recorded 08/10/1992 under reception no. 151311

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule A

Order Number: OUC85006103-4

Property Address:

117 PONDEROSA DRIVE, RIDGWAY, CO 81432

1. Effective Date:

11/27/2019 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 06-17-06 \$335,000.00

Proposed Insured:

NGNF, LLC, A COLORADO LIMITED LIABILITY COMPANY

"ALTA" Loan Policy 06-17-06 Purchase Loan Rate \$135,000.00

Proposed Insured:

PONDEROSA REAL ESTATE PRIVACY TRUST, ITS
SUCCESSORS AND/OR ASSIGNS

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:

THE PONDEROSA REAL ESTATE PRIVACY TRUST

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

LOT 104 (SOMETIMES REFERED TO AS LOT C104), FILING NO. 1, FAIRWAY PINES ESTATES P.U.D.,
ACCORDING TO THE PLAT RECORDED AUGUST 10, 1992 UNDER RECEPTION NO. 151311, 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: OUC85006103-4

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. RELEASE OF DEED OF TRUST DATED DECEMBER 14, 2012 FROM THE PONDEROSA REAL ESTATE PRIVACY TRUST TO THE PUBLIC TRUSTEE OF OURAY COUNTY FOR THE USE OF TIMBERLINE BANK TO SECURE THE SUM OF \$200,000.00 RECORDED JANUARY 10, 2013, UNDER RECEPTION NO. 209162.
3. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR THE PONDEROSA REAL ESTATE PRIVACY TRUST RECORDED JANUARY 10, 2013 AT RECEPTION NO. 209161 IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES RONALD R. RINGO, JR. AND SHIRLEY M. RINGO AS THE CO-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.

4. WRITTEN CONFIRMATION THAT THE INFORMATION CONTAINED IN STATEMENT OF AUTHORITY FOR NGNF, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED APRIL 19, 2017 AT RECEPTION NO. 218342 IS CURRENT.

NOTE: SAID INSTRUMENT DISCLOSES SCOTT ELKINS AS THE MANAGER 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.

5. CERTIFICATE OF GOOD STANDING FROM THE SECRETARY OF STATE OR OTHER APPROPRIATE OFFICER OF THE STATE, SHOWING THAT NGNF, LLC, A COLORADO LIMITED LIABILITY COMPANY IS A DULY ORGANIZED AND EXISTING LIMITED LIABILITY COMPANY UNDER THE LAWS OF SAID STATE.
6. EVIDENCE SATISFACTORY TO THE COMPANY THAT THE TERMS, CONDITIONS AND PROVISIONS OF THE DIVIDE GOLF TRANSFER FEE HAVE BEEN SATISFIED.
7. WARRANTY DEED FROM THE PONDEROSA REAL ESTATE PRIVACY TRUST TO NGNF, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.
8. DEED OF TRUST FROM NGNF, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF OURAY COUNTY FOR THE USE OF PONDEROSA REAL ESTATE PRIVACY TRUST TO SECURE THE SUM OF \$135,000.00.

(THIS ITEM WAS INTENTIONALLY DELETED)

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: OUC85006103-4

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. EXISTING LEASES AND TENANCIES.**
- 9. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED NOVEMBER 19, 1913, IN BOOK 64 AT PAGE 353.**
- 10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS SET FORTH IN AGREEMENT BETWEEN LOGHILL VILLAGE INVESTORS, LTD. AND COUNTY OF OURAY RECORDED JULY 30, 1992 IN BOOK 222 AT PAGE 337.**
- 11. COMPLETION AND BOND AGREEMENT BETWEEN THE COUNTY OF OURAY AND LOGHILL VILLAGE INVESTORS, LTD. AND MESA CIVIL CONSTRUCTORS, INC. RECORDED AUGUST 3, 1992 IN BOOK 222 AT PAGE 345.**

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: OUC85006103-4

12. RESTRICTIVE COVENANTS, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING ANY COVENANTS OR RESTRICTIONS, IF ANY, BASED UPON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, FAMILIAL STATUS, MARITAL STATUS, DISABILITY, HANDICAP, NATIONAL ORIGIN, ANCESTRY, OR SOURCE OF INCOME, AS SET FORTH IN APPLICABLE STATE OR FEDERAL LAWS, EXCEPT TO THE EXTENT THAT SAID COVENANT OR RESTRICTION IS PERMITTED BY APPLICABLE LAW, AS CONTAINED IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FAIRWAY PINES ESTATES, A PLANNED UNIT DEVELOPMENT RECORDED MARCH 27, 1992 IN BOOK 222 AT PAGE 20; AND AS AMENDED IN INSTRUMENT RECORDED SEPTEMBER 11, 1992 IN BOOK 222 AT PAGE 454; AND IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FAIRWAY PINES ESTATES, PHASE II RECORDED JULY 17, 1996 UNDER RECEPTION NO. 162227; AND IN AMENDMENT OF DECLARATION FOR FAIRWAY PINES ESTATES RECORDED JULY 22, 1996 UNDER RECEPTION NO. 162268; AND AS AMENDED IN INSTRUMENT RECORDED MAY 31, 2001 UNDER RECEPTION NO. 174891; AND IN RESOLUTION OF MANAGER OF THE PINES DEVELOPMENT GROUP RECORDED FEBRUARY 19, 2004 UNDER RECEPTION NO. 183960; AND IN AGREEMENT AND VACATION OF CERTAIN INSTRUMENTS RECORDED SEPTEMBER 27, 2007 UNDER RECEPTION NO. 196142; AND IN CERTIFICATION OF RESULTS (VOTE TO AMEND) RECORDED JULY 22, 2008 UNDER RECEPTION NO. 198300; AND IN CERTIFICATION OF AMENDMENT RECORDED JULY 22, 2008 UNDER RECEPTION NO. 198301; AND IN CERTIFICATION OF RESULTS RECORDED SEPTEMBER 11, 2008 UNDER RECEPTION NO. 198636; AND IN CERTIFICATION OF AMENDMENT RECORDED SEPTEMBER 11, 2008 UNDER RECEPTION NO. 198637; AND IN FIRST RESTATEMENT OF THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FAIRWAY PINES ESTATES RECORDED NOVEMBER 13, 2008 UNDER RECEPTION NO. 199474; AND IN CERTIFICATION OF AMENDMENT RECORDED JUNE 2, 2010 UNDER RECEPTION NO. 203232; AND IN CERTIFICATION OF AMENDMENTS TO THE DECLARATION OF THE COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR FAIRWAY PINES ESTATES OWNERS ASSOCIATION RECORDED AUGUST 5, 2013 UNDER RECEPTION NO. 210505; AND IN SECOND RESTATEMENT OF THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS AND EASEMENTS FOR FAIRWAY PINES ESTATES RECORDED SEPTEMBER 11, 2013 UNDER RECEPTION NO. 210748; AND IN RESOLUTION ADOPTING THE FIRST AMENDMENTS TO THE SECOND RESTATEMENT RECORDED SEPTEMBER 13, 2016 UNDER RECEPTION NO. 216942.

NOTE: ASSIGNMENT OF DECLARANT RIGHTS RECORDED OCTOBER 22, 2007 UNDER RECEPTION NO. 196324.

NOTE: ASSIGNMENT OF DECLARANT RIGHTS TO TRANSFER FEE RECORDED MARCH 1, 2018 UNDER RECEPTION NO. 220483 AND ASSIGNMENT OF DECLARANT RIGHTS RECORDED MARCH 1, 2018 UNDER RECEPTION NO. 220484.

13. EASEMENTS GRANTED IN DEED FROM LOGHILL VILLAGE INVESTORS, LTD. RECORDED DECEMBER 18, 1992 IN BOOK 225 AT PAGE 135; AND RE-RECORDED APRIL 20, 1993 IN BOOK 225 AT PAGE 288, KNOLLWOOD PARTNERS LIMITED PARTNERSHIP RECORDED DECEMBER 18, 1992 IN BOOK 225 AT PAGE 123, LOGHILL PARTNERS LIMITED PARTNERSHIP, MENOLD TRUST DATED MAY 3, 1991, JOHN L. MENOLD AND GLORIA M. MENOLD RECORDED IN BOOK 225 AT PAGE 132 AND RE-RECORDED DECEMBER 18, 1992 IN BOOK 225 AT PAGE 285 FOR GOLF COURSE EASEMENTS.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: QUC85006103-4

14. RESERVATION OF ALL OIL, GAS AND MINERAL RIGHTS IN WARRANTY DEED FROM LOGHILL VILLAGE INVESTORS, LTD. RECORDED JULY 13, 1993 IN BOOK 225 AT PAGE 399.
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF RESERVATION OF GROUNDWATER AND CONSENT TO WITHDRAW GROUNDWATER RECORDED SEPTEMBER 07, 1993 IN BOOK 227 AT PAGE 417. QUIT CLAIM DEED IN CONNECTION WITH SAID NOTICE RECORDED JANUARY 22, 1996 UNDER RECEPTION NO. 161121.
16. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS, PROVISIONS AND NOTES ON THE RECORDED PLAT FILED AUGUST 10, 1992 AT RECEPTION NO. 151311.
17. TERMS, CONDITIONS AND PROVISIONS OF NOTICE OF STANDARDS AND REMEDIES FOR FAIRWAY PINES GOLF COURSE RECORDED OCTOBER 6, 1994, UNDER RECEPTION NO. 157753; AND THE EFFECT OF AGREEMENT TO VACATE RECORDED NOVEMBER 6, 2007 UNDER RECEPTION NO. 196476.
18. EASEMENT FOR WATER LINE ACCESS, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED JULY 7, 1997 UNDER RECEPTION NO. 164618 INsofar AS SAME MAY AFFECT SUBJECT PROPERTY.

NOTE: SPECIFIC LOCATION OF SAID EASEMENT IS NOT DESCRIBED.

19. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF THE OURAY COUNTY WEED MANAGEMENT RESOLUTION, RECORDED AUGUST 8, 1997 AT RECEPTION NO. 164857.
20. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF PRELIMINARY DEVELOPMENT PLAN FAIRWAY PINES ESTATES VILLAGE 1, 2, 3, 4, 5, AND 6 RECORDED APRIL 29, 1999 AT RECEPTION NO. 169504.
21. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE ALTA/ACSM LAND TITLE SURVEY RECORDED SEPTEMBER 01, 2006 UNDER RECEPTION NO. 192769.
22. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN FINDINGS, CONCLUSIONS AND ORDER RECORDED JULY 03, 2007 UNDER RECEPTION NO. 195338.
23. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN THE CLUBHOUSE AT FAIRWAY PINES, CLUB RULES & REGULATIONS RECORDED DECEMBER 04, 2007 UNDER RECEPTION NO. 196659.
24. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE AND ORDER TO PROPERTY OWNERS AND ALL CURRENT OCCUPANTS INCLUDING A REQUIREMENT TO CEASE AND DESIST THE USE AND OCCUPANCY OF THE BUILDING BY THE BUILDING OFFICIAL OF OURAY COUNTY RECORDED OCTOBER 05, 2009 UNDER RECEPTION NO. 201721.
25. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN CERTIFICATE OF NON-COMPLIANCE RECORDED OCTOBER 07, 2009 UNDER RECEPTION NO. 201746.
26. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF MEMORANDUM OF WATER AGREEMENT, RECORDED JANUARY 15, 2014, UNDER RECEPTION NO. 211471.
27. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT TO CONVEY (WATER RESERVOIR SITE) RECORDED MAY 06, 2015 AT RECEPTION NO. 213964.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: OUC85006103-4

28. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS OF A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF OURAY COUNTY, COLORADO APPROVING A CITIZEN-INITIATED AMENDMENT TO THE LAND USE CODE RECORDED MAY 27, 2015 AT RECEPTION NO. 214080.
29. TERMS, CONDITIONS, PROVISIONS BURDENS AND OBLIGATIONS SET FORTH IN SETTLEMENT AGREEMENT RECORDED FEBRUARY 20, 2019 UNDER RECEPTION NO. 222499; AND IN QUIT CLAIM DEEDS (WATER RIGHTS) RECORDED FEBRUARY 20, 2019 UNDER RECEPTION NO. 222500 AND RECEPTION NO. 222501.



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.aita.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



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

C. B. Rantz

Senior Vice President

By *C. Monroe* President
Attest *David Wald* 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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CERTIFICATE OF TAXES DUE

Account Number R003002

Certificate Number 2019-002661

Parcel 430301104104

Order Number

Assessed To

Vendor ID LAND_TITLE

PONDEROSA REAL ESTATE PRIVACY TRUST
C/O:RON RINGO
1586 ASPEN DRIVE
LOGAN, UT 84341

JEANNE BOOTS
1561 OXBOW DRIVE
SUITE 2
MONTROSE, CO 81401

Legal Description

Situs Address

Subd: FAIRWAY PINES ESTATES P.U.D. FILING NO. 1 Lot: C104 S: 1 T: 45 R: 9

117 PONDEROSA DR Ridgway

Year	Tax	Interest	Fees	Payments	Balance
Tax Charge					
2018	\$7,162.42	\$501.37	\$27.00	(\$7,690.79)	\$0.00
Total Tax Charge					\$0.00
Lien					
2018 Lien: 2019-0022	\$7,690.79	\$64.09	\$0.00	\$0.00	\$7,754.88
2018	\$0.00	\$0.00	\$7.00	\$0.00	\$7.00
Total Lien					\$7,761.88
GRAND TOTAL					\$7,761.88
Grand Total Due as of 11/27/2019					\$7,761.88

Tax Billed at 2018 Rates for Tax Area 204 - 204 - 204

Authority	Mill Levy	Amount	Values	Actual	Assessed
OURAY COUNTY (GENERAL FUND)	9.1070000	\$1,273.62	COM-MULTI-USE(3 OR MORE)-LAND	\$25,000	\$7,250
OURAY COUNTY (ROAD & BRIDGE)	1.5050000	\$210.47			
PUBLIC WELFARE	0.5540000	\$77.48	COM-MERCHANDISING-IMPROVEMENTS	\$38,730	\$11,230
SCHOOL DISTRICT R-2 (RIDGWA)	12.9800000	\$1,815.25			
SCHOOL DISTRICT R-2 BOND (R)	8.6980000	\$1,216.42	COM-OFFICES-IMPROVEMENTS	\$69,720	\$20,220
DALLAS PARK CEMETERY DISTRI	0.2030000	\$28.39			
COLORADO RIVER WATER CONSER	0.2560000	\$35.80	COM-SPECIAL PURPOSE-IMPROVEMENTS	\$348,800	\$101,150
TRI-COUNTY WATER CONSERVANC	1.9880000*	\$278.02			
LOGHILL MESA FIRE PROTECTIO	3.9800000	\$556.60			
RIDGWAY LIBRARY DISTRICT	2.8050000	\$392.28	Total	\$482,250	\$139,850
REGIONAL SERVICE AUTHORITY	0.2510000	\$35.10			
SCHOOL DISTRICT R-2 SALARIE	6.8810000	\$962.31			
OURAY COUNTY (EMS FUND)	2.0070000	\$280.68			
Taxes Billed 2018	51.2150000	\$7,162.42			

* 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.**

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.

CERTIFICATE OF TAXES DUE

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



Jill Mihelich