

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

April 21, 2020 4:00 – 6:00 pm  
Meeting to be held at the Ouray County Land Use Office  
111 Mall Road, Ridgway, Colorado

*Due to COVID-19, and pursuant to Resolution 2020-007 participants, including applicants as well as the public, are encouraged to attend via Virtual Meeting.*

**On the web:**            <https://zoom.us/j/99172142406>

**Via telephone:**    (301) 715-8592

**Meeting ID:**        991 7214 2406

**1.     4:00 Public Hearing:**

**A.** Request by Lollar Properties, LLC, for approval of an amendment to the final plat of Fairway Pines Estates, Village 6A, Lot V611. The purpose of the amendment is to delineate and establish the building areas for the 3 units that are allowed on the parcel.

**B.** 5 Minute Recess

**2.     4:30 Public Hearing:**

**A.** Request by Honey Badger Development, LLC, for approval of an amendment to the final plat of Fairway Pines Estates, Village 6A, Lot V612 & V613. The purpose of the amendment is to eliminate the common lot line between the parcels and to delineate and establish the building areas for the 6 units that are allowed on the parcel(s).

**B.** Approve minutes from public hearings above.

**3.     5:00 Regular Meeting:**

**A.** New Business

**B.** Adjourn





**LAND USE DEPARTMENT**

**STAFF REPORT**

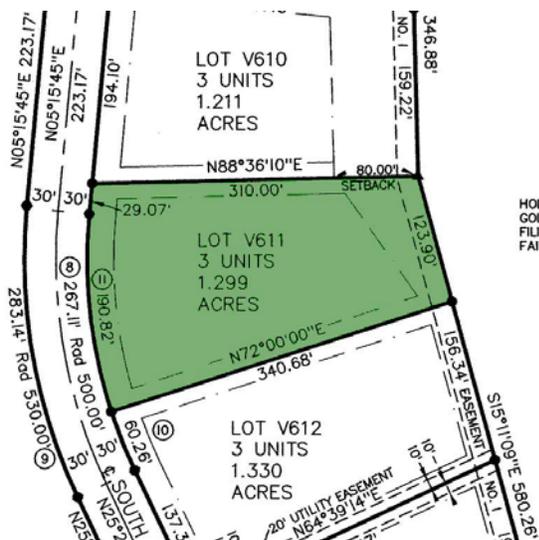
**April 21, 2020**

**Application:** Final Plat Amendment  
**Location/Lot:** Fairway Pines Estates, Village 6A, Lot V611, 3-Unit "Cluster Lot" (to be known as *High Pines Villas*).  
**Owner of Property(s):** Lollar Properties, LLC (Jack Lollar)  
**Authorized Agent(s):** Jon Thompson  
**Zoning:** South Mesa  
**Case Manager:** Colleen Henderson

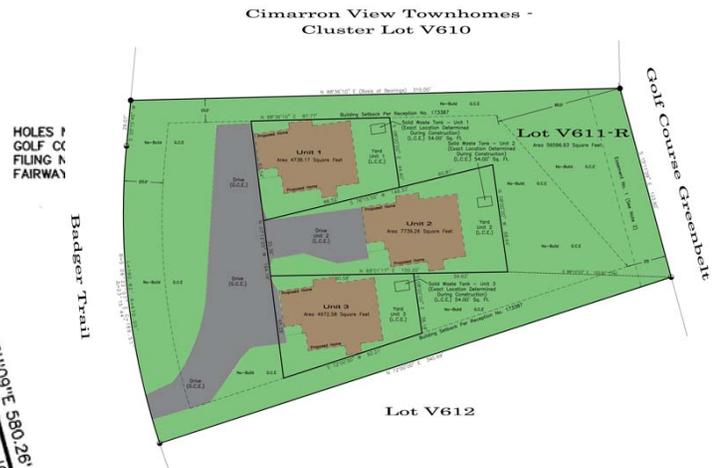
**Request:**

Per Section 6.12 of the Land Use Code, the Applicant is requesting approval of a Final Plat Amendment of Fairway Pines Estates, Village 6A, Lot V611 for the purpose of developing the three (3) *cluster units* as allowed and provided for in the approved and recorded plat for Fairway Pines Estates, Village 6A.

EXISTING



PROPOSED



## **Background/History:**

Fairway Pines Estates, Village 6A (*including the subject Lot, #V611*) was final platted in October 2000 and the approved plat recorded at Reception No. 173387. Per the approved plat, the subject *cluster lot* is a legally platted lot and vested with three (3) units of density. The purpose of the proposed plat amendment is limited only for the purpose of defining the building locations, access, easements, driveway(s), etc., as well as certain elements required by CCIOA or the Colorado Common Interest Ownership Act.

**Exhibit A** is a location map for Lot V611 while **Exhibit B** includes the application materials submitted by the Applicant. **Exhibit C** includes a copy of the Existing Plat Map while **Exhibit D** includes a copy of the Proposed Plat Map.

## **What is CCIOA:**

The Colorado Common Interest Ownership Act or *CCIOA*, is a state statute that addresses the creation and operation of common interest communities. The intent of CCIOA is the effective and efficient operation of homeowner associations in areas such as assessment collection, insurance, rules and regulations, and the maintenance of *common elements*. CCIOA details the organizational structure of homeowner associations and standardizes association operations. CCIOA also addresses development of condominiums, townhomes and planned unit developments.

### **General Common Element / GCE**

Areas of the development that can be used by all unit owners. (i.e., driveways, open space).

### **Limited Common Element**

A portion of the common elements allocated for the exclusive use of one or more, but fewer than all of the unit owners. (i.e., parking space, porch, balcony, etc.).

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

**County Attorney Referral:** The County Attorney has not expressed any concerns.

**County Administrator Referral:** The County Administrator has not expressed any concerns.

**Road & Bridge Superintendent Referral:** The Interim County Road & Bridge Superintendent has not expressed any concerns.

**Building Inspector Referral:** The Building Inspector has not expressed any concerns.

## **Notification Requirements:**

\*Note: See public notices under **Exhibit E**.

### **Affected Property Owner Notice**

As required by the Land Use Code, the Applicant mailed notices, approved by Staff, to affected property owners at least 30-days prior to the date of the public hearing before the

Planning Commission. As of the date of this report, Staff has not received any responses to any public notices.

### **Notice to HOA/ARC**

The Applicant sent a notice to the Fairway Pines Estates Owners Association on March 13, 2020.

### **On-site Notice**

As required by the Land Use Code, the Applicant posted an onsite notice, approved by Staff, of the application at least 14-days prior to the date of the public hearing before the Planning Commission. The site notice can be seen in **Exhibit E**.

### **Published Notice**

As required by the Land Use Code, notice of the public hearing before the Planning Commission was published in the newspaper of general circulation (i.e., *Plaindealer*) at least 14-days prior to the date of the hearing also shown in **Exhibit E**.

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

There were no comments made by the Affected Property Owners.

### **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:**

**Density:** The density allowed for the subject cluster lot, (i.e., 3 units) was approved as part of the overall approval of the Fairway Pines Estates, Village 6A plat that was approved in 2000.

**Setbacks:** The 25-foot front setback and the 10-foot side and back setbacks required in the South Mesa Zone are maintained as shown **Exhibit D**.

**Building Height:** Any construction on the subject lot must comply with the County's building height restrictions that are in place at the time of the submittal of the building permit application. (*Current county building height limit is 35-feet*).

**Lot Size:** There is no proposed change or adjustment to the subject platted lot.

**Infrastructure:** The Applicant is aware that installation of electricity, gas, and phone service is the responsibility of the owner/developer of Lot V611. Staff contacted the Fairway Pines Sanitation District (FPSD) and confirmed that they have the ability to service this property. The plans provided include Limited Common Elements for three (3) holding tanks.

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:** Staff received one (1) phone call from an Affected Property Owner who simply wanted to see the layout of the three (3) proposed units.

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 has reviewed the recorded covenants for Fairway Pines Estates recorded at Reception No. 216942 as well as the original/approved plat for Fairway Pines Estates, Village 6A. Staff finds that the proposed plat amendment and the associated (revised) plat are not in conflict with these documents.

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 this amendment is consistent with the efficient development and preservation of the entire development as it proposes the development of all three (3) allowed "cluster units" as originally contemplated and approved for this filing/lot of Fairway Pines.

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:** The proposed plat amendment simply lays out the required elements for a CCIOA/Cluster Lot and proposes no uses, development, or density that was not originally contemplated and approved by this phase/filing of Fairway Pines Estates. For this reason, it is Staff's opinion that the proposed amendment does *not* affect in a substantially adverse manner either the enjoyment of land abutting upon or across a street from the subject lot, or the public interest.

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

**STAFF RESPONSE:** As stated previously, the proposed plat amendment simply lays out the required elements for a CCIOA/Cluster Lot and proposes no uses, development, or density that was not originally contemplated and

approved by this phase/filing of Fairway Pines Estates. As such, it is Staff's opinion the proposed plat amendment, if approved, would not be granted solely to confer a special benefit on any person.

#### **Planning Commission Review and Recommendation:**

The Planning Commission is scheduled to review this application on April 21, 2020 and make a recommendation to the Board of County Commissioners.

#### **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 approve the application, subject to the following conditions:

1. The Applicant shall apply for a separate address permit for each individual unit.
2. The Applicant shall apply for a single necessary driveway permit, as may be required by the Ouray County Road & Bridge Department.
3. The Applicant shall apply for, and receive, an approved building permit from the Ouray County Land Use Department prior to commencing construction any of the units.
4. The Applicant shall provide HOA Covenants to the County for review and approval prior to recording the final plat.
5. The Applicant shall present a final plat to the BOCC for review and approval within 180-days from the date of the approval of this application.
6. Prior to review and signature by the Chair of the BOCC, the Applicant shall ensure that all other signature blocks have been properly signed.
7. Once approved by the BOCC, the Applicant shall record the final plat with the Ouray County Clerk & Recorder's Office within 14-days.
8. Applicant shall not attempt to sell or transfer any units until a proper Certificate of Occupancy (CO) has been issued by the Ouray County Land Use Department.
9. Any construction within the High Pines Villas Development is subject to all applicable Ouray County Land Use, Zoning, and Building regulations in place at the time of submittal of a building permit application and as may be updated or amended from time to time.
10. The applicant shall revise the plat to show that Don Batchelder is the Chairperson of the Board of County Commissioners (BOCC).

**Exhibit A: Vicinity Map**

**Exhibit B: Application Materials**

**Exhibit C: Existing Plat Map**

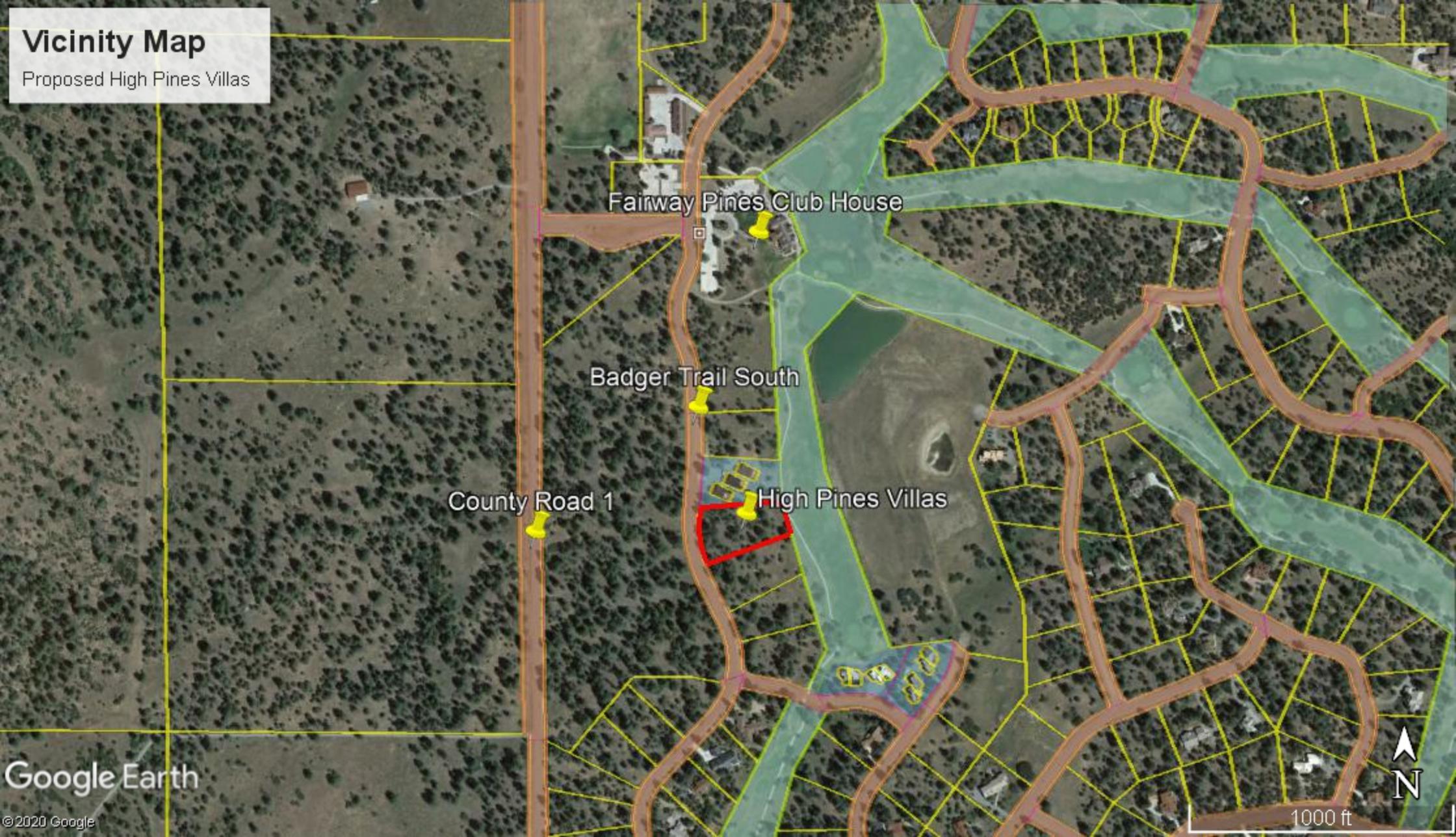
**Exhibit D: Proposed Plat Map**

**Exhibit E: Public Notices**

## Exhibit A: Vicinity Map

# Vicinity Map

Proposed High Pines Villas



Fairway Pines Club House

Badger Trail South

County Road 1

High Pines Villas



## **Exhibit B: Application Materials**

#750



**PUD & PLAT AMENDMENT APPLICATION**

Land Use Department      Physical Address: 111 Mall Road, Ridgway CO  
 970.626.9775      Mailing Address: PO Box 28, Ridgway CO 81432

Name of Landowner(s): Lollar Properties LLC / Jack Lollar  
 Address: 2424 Hubbard Rd.  
 Street or P.O. Box  
Columbus      GA.      31904  
 City      State      Zip  
 Telephone 706-536-9322      E-Mail jack.lollar@yahoo.com

Authorized Agent: Jan Thompson  
 Address: 490 Bear Cub Drive  
 Street or P.O. Box  
Ridgway      CO.      81432  
 City      State      Zip  
 Telephone 970-519-1509      E-Mail jan@snowmountainmedia.com

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

Property Identification Number: 425736113003  
 Property Description: Section: \_\_\_\_\_ Township: \_\_\_\_\_ Range: \_\_\_\_\_  
 Deed recorded in Book \_\_\_\_\_, and Page \_\_\_\_\_

Proposed Development Name High Pines Villas  
 Number of lots 3 Filing number \_\_\_\_\_ Total number filings \_\_\_\_\_ Size of Parcel 1.299 Acres

Fee included \$ 750.00  
\* Pete Saver to deliver a digital copy of Plat map

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.

Jack Lollar      2-20-20  
 (Signature of owner(s)/Agent)      (Date)

Application: Final Plat Amendment  
Location: Plat Amendment of Lot V611, 3-Unit Cluster Lot, Fairway Pines Estates  
Owner of Property: Lollar Properties LLC/ Jack Lollar  
Authorized Agent: Jon Thompson  
Zoning: South Mesa

**Request:**

Per Section 6.12 of the Land Use Code, the applicant is requesting approval of a Final Plat Amendment of Fairway Pines Estates, Village 6A, Lot V611 for the purpose of developing the three cluster units as allowed and approved for in the recorded plat for Fairway Pines Estates, Filing No. 1.

**History of Fairway Pines**

Fairway Pines Final plat was done on October 22, 2000 and the approved plat was recorded at Reception No. 173387. Per the approved Plat, the cluster lot is legally platted with three units. The Plat Amendments purpose is to define the building locations, common space, driveways, access, easements etc. And define other elements required by the Colorado Common Interest Ownership Act,( CCIOA).

# Ouray County Treasurer

## Receipt of Tax Payment

Account	Parcel Number	Receipt Date	Receipt Number
R005029	425736113003	Feb 13, 2020	2020-02-13-jmihelich-33498

LOLLAR PROPERTIES LLC  
 2424 HUBBARD RD  
 COLUMBUS, GA 31904

Situs Address	Payor
TBD BADGER TRL S Ridgway	LOLLAR PROPERTIES LLC 2424 HUBBARD RD COLUMBUS, GA 31904

**Legal Description**  
 Subd: FAIRWAY PINES ESTATES VILLAGE 6A Lot: V611 S: 36 T: 46 R: 9

Property Code	Actual	Assessed	Year	Area	Mill Levy
VACANT-PUD LOTS - 0400	22,000	6,380	2019	210	49.083

**Payments Received**

Check	\$313.14
Check # 2326	
Payor 0	

**Payments Applied**

Year	Charges	Billed	Prior Payments	New Payments	Balance
2019	Tax	\$313.14	\$0.00	\$313.14	\$0.00
				\$313.14	\$0.00
				<b>Balance Due as of Feb 13, 2020</b>	<b>\$0.00</b>

ALL CHECKS ARE SUBJECT TO FINAL COLLECTION  
 Thank you for your payment



## LAND TITLE GUARANTEE COMPANY

Date: January 06, 2020

Subject: Attached Title Policy LOLLAR PROPERTIES, LLC for TBD BADGER TRAIL SOUTH, RIDGWAY, CO 81432

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Land Title Policy Team at (303) 850-4158 or [finals@ltgc.com](mailto:finals@ltgc.com)

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



## OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
  - a. A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - b. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

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

*C. B. Rantz*

Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
 A Stock Company  
 402 Eastwood Avenue, St. Paul, Minnesota 55107  
 612-221-1111

*C. Monroe* President  
*Donna Wald* Secretary

**AMERICAN  
 LAND TITLE  
 ASSOCIATION**



## EXCLUSIONS FROM COVERAGE

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

- (1)(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- (2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- (3) Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- (4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- (5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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, avenue, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A. "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

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

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be

liable by virtue of this policy, or (iii) if the Title, as Insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

#### 4. PROOF OF LOSS

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

#### 5. DEFENSE AND PROSECUTION OF ACTIONS

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

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

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

#### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

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

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

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

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

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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

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

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### 8. DETERMINATION AND EXTENT OF LIABILITY

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

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

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as Insured and the value of the Title subject to the risk insured against by this policy.

- (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

*CBRants*

Senior Vice President



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

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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## 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.



**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.

**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.



## 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.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

**Order Number: OU85006062-4**

24. TERMS, CONDITIONS AND PROVISIONS OF DALLAS CREEK WATER COMPANY, INC. APPLICATIONS FOR SERVICE AGREEMENT RECORDED OCTOBER 25, 2013 AT RECEPTION NOS. [211024](#), [211025](#), [211026](#). (LOT V611)
25. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF MEMORANDUM OF WATER AGREEMENT, RECORDED JANUARY 15, 2014, UNDER RECEPTION NO. [211471](#).
26. 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](#).
27. 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](#).
28. MATTERS DISCLOSED ON IMPROVEMENT LOCATION CERTIFICATE CERTIFIED NOVEMBER 15, 2019 PREPARED BY ORION SURVEYING, JOB #19222, SAID DOCUMENT STORED AS OUR IMAGE [19620057](#).

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part II

(Exceptions)

Order Number: OU85006062-4

12. 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.
13. RESERVATION OF ALL OIL, GAS AND MINERAL RIGHTS IN WARRANTY DEED FROM THE PINES DEVELOPMENT GROUP, LLC RECORDED OCTOBER 15, 2002 UNDER RECEPTION NO. 178984.
14. 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.
15. TERMS, CONDITIONS AND PROVISIONS OF ORDER FOR INCLUSION IN THE MATTER OF FAIRWAY PINES SANITATION DISTRICT RECORDED AUGUST 05, 2000 AT RECEPTION NO. 173058 AND RECORDED NOVEMBER 6, 2000 UNDER RECEPTION NO. 173504.
16. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS, PROVISIONS AND NOTES ON THE PLAT OF FAIRWAY PINES ESTATES VILLAGE 6A RECORDED OCTOBER 23, 2000 UNDER RECEPTION NO. 173387.
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 THE CLUBHOUSE AT FAIRWAY PINES, CLUB RULES & REGULATIONS RECORDED DECEMBER 04, 2007 UNDER RECEPTION NO. 196659.
23. TERMS, CONDITIONS AND PROVISIONS OF DALLAS CREEK WATER COMPANY APPLICATION FOR SERVICE AGREEMENT RECORDED JANUARY 16, 2009 AT RECEPTION NO. 199793. (LOTS V609, V610, V611)

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

Order Number: OU85006062-4

11. 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 IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FAIRWAY PINES ESTATES, FILING NO. 5A RECORDED DECEMBER 23, 1997 UNDER RECEPTION NO. [165843](#); AND IN AFFIDAVIT RECORDED JUNE 18, 1999 UNDER RECEPTION NO. [169881](#); AND IN AMENDMENT 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](#).

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part II**

**(Exceptions)**

Order Number: OU85006062-4

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. RIGHT-OF-WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED SEPTEMBER 23, 1912 IN BOOK 64 AT PAGE 317; AND IN PATENT RECORDED JULY 26, 1915 IN BOOK 64 AT PAGE 424.
9. EASEMENTS AND NOTES SHOWN ON PLAT OF LOGHILL CREST RECORDED AUGUST 4, 1978 UNDER RECEPTION NO. 125033; AND IN QUIT CLAIM DEED RECORDED NOVEMBER 5, 1991 IN BOOK 208 AT PAGE 844; AND IN QUIT CLAIM DEEDS RECORDED JULY 10, 1997 UNDER RECEPTION NO. 164646 AND RECEPTION NO. 164647.
10. OIL, GAS AND MINERAL RIGHTS RESERVED IN WARRANTY DEED FROM THE PINES DEVELOPMENT GROUP, LLC RECORDED OCTOBER 25, 2000 UNDER RECEPTION NO. 173400.

**ALTA COMMITMENT**

**Old Republic National Title Insurance Company**

**Schedule B, Part I**

**(Requirements)**

**Order Number: QU85006062-4**

**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 NOTICE OF ASSESSMENT LIEN IN THE ORIGINAL AMOUNT OF \$7,940.19 RECORDED MAY 24, 2017 UNDER RECEPTION NO. 218592.
3. WRITTEN INSTRUCTIONS AUTHORIZING LAND TITLE TO PREPARE A STATEMENT OF AUTHORITY FOR LOLLAR PROPERTIES, LLC, STATING UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY; OR, A DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF LOLLAR PROPERTIES, LLC AS A LIMITED LIABILITY COMPANY.

**NOTE: ANY STATEMENT OF AUTHORITY MUST BE IN COMPLIANCE WITH THE PROVISIONS OF SECTION 38-30-172, C.R.S. AND BE RECORDED WITH THE CLERK AND RECORDER.**

4. (THIS ITEM WAS INTENTIONALLY DELETED)
5. EVIDENCE SATISFACTORY TO THE COMPANY THAT THE TERMS, CONDITIONS AND PROVISIONS OF THE DIVIDE GOLF TRANSFER ASSESSMENT HAVE BEEN SATISFIED.
6. WARRANTY DEED FROM FAIRWAY PINES ESTATES OWNERS ASSOCIATION, INC. TO LOLLAR PROPERTIES, LLC CONVEYING SUBJECT PROPERTY.

**REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED:**

**A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, AND AN IMPROVEMENT LOCATION CERTIFICATE OF THE LAND, ITEMS 1-4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT AND IMPROVEMENT LOCATION CERTIFICATE 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, ITEM 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.**

**C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, ITEM 6 OF THE PRE-PRINTED 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 A**

Order Number: OU85006062-4

**Property Address:**

TBD BADGER TRAIL SOUTH, RIDGWAY, CO 81432

**1. Effective Date:**

11/06/2019 at 5:00 P.M.

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

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

\$45,000.00

Proposed Insured:

LOLLAR PROPERTIES, LLC

**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:**

FAIRWAY PINES ESTATES OWNERS ASSOCIATION, INC.

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

LOT V611, FAIRWAY PINES ESTATES VILLAGE 6A, ACCORDING TO THE PLAT THEREOF RECORDED  
OCTOBER 23, 2000 UNDER RECEPTION NO. 173387, COUNTY OF OURAY, STATE OF COLORADO.

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**AMERICAN  
LAND TITLE  
ASSOCIATION**





**Land Title Guarantee Company  
Estimate of Title Fees**

Order Number: **OU85006062-4** Date: **11/26/2019**  
Property Address: **TBD BADGER TRAIL SOUTH, RIDGWAY, CO 81432**  
Parties: **LOLLAR PROPERTIES, LLC**  
**FAIRWAY PINES ESTATES OWNERS ASSOCIATION,  
INC.**

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

<b>Estimate of Title Insurance Fees</b>	
"ALTA" Owner's Policy 06-17-06	\$583.00
Deletion of Standard Exception(s)	\$75.00
Tax Certificate	\$26.00
	<b>Total \$684.00</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 04/23/2013 under reception no. 209808](#)

[Ouray county recorded 11/27/2012 under reception no. 208814](#)

[Ouray county recorded 03/09/2006 under reception no. 190813](#)

[Ouray county recorded 03/12/2004 under reception no. 184124](#)

**Plat Map(s):**

[Ouray county recorded 10/23/2000 under reception no. 173387](#)



**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: OU85006062-4

Date: 11/26/2019

Property Address: **TBD BADGER TRAIL SOUTH, RIDGWAY, CO 81432**

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

---

**Buyer/Borrower**

JACK D LOLLAR AND KELLY W LOLLAR

Delivered via: Electronic Mail

**Agent for Buyer**

RIDGWAY REAL ESTATE CORP

Attention: CATHY REDMOND

PO BOX 398

133 N LENA #1

RIDGWAY, CO 81432

(970) 729-0898 (Cell)

(970) 626-5455 (Work)

(970) 626-5457 (Work Fax)

cathy@ridgwayco.com

Delivered via: Electronic Mail

**Seller/Owner**

FAIRWAY PINES ESTATES OWNERS ASSOCIATION  
INC

Attention: Mark Hartman

Delivered via: Electronic Mail

**Agent for Seller**

BERKSHIRE HATHAWAY HOMESERVICES WESTERN

COLORADO PROPERTIES

Attention: PATRICE FLOYD

435 S TOWNSEND AVE

MONTROSE, CO 81401

(970) 249-4663 (Work)

(970) 964-4629 (Work Fax)

patricefloyd@gmail.com

Delivered via: Electronic Mail

**Old Republic National Title Insurance Company**

**(Schedule B)**

**Order Number: OU85006062**

**Policy No.: OX85006062.1808598**

27. MATTERS DISCLOSED ON IMPROVEMENT LOCATION CERTIFICATE CERTIFIED NOVEMBER 15, 2019 PREPARED BY ORION SURVEYING, JOB #19222, SAID DOCUMENT STORED AS OUR IMAGE [19620057](#).  
ITEM NOS. 1 THROUGH 4 OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.

Old Republic National Title Insurance Company

(Schedule B)

Order Number: OU85006062

Policy No.: OX85006062.1808598

13. 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](#).
14. TERMS, CONDITIONS AND PROVISIONS OF ORDER FOR INCLUSION IN THE MATTER OF FAIRWAY PINES SANITATION DISTRICT RECORDED AUGUST 05, 2000 AT RECEPTION NO. [173058](#) AND RECORDED NOVEMBER 6, 2000 UNDER RECEPTION NO. [173504](#).
15. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS, PROVISIONS AND NOTES ON THE PLAT OF FAIRWAY PINES ESTATES VILLAGE 6A RECORDED OCTOBER 23, 2000 UNDER RECEPTION NO. [173387](#).
16. 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](#).
17. 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.

18. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF THE OURAY COUNTY WEED MANAGEMENT RESOLUTION, RECORDED AUGUST 8, 1997 AT RECEPTION NO. [164857](#).
19. 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](#).
20. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE ALTA/ACSM LAND TITLE SURVEY RECORDED SEPTEMBER 01, 2006 UNDER RECEPTION NO. [192769](#).
21. 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](#).
22. TERMS, CONDITIONS AND PROVISIONS OF DALLAS CREEK WATER COMPANY APPLICATION FOR SERVICE AGREEMENT RECORDED JANUARY 16, 2009 AT RECEPTION NO. [199793](#). (LOTS V609, V610, V611)
23. TERMS, CONDITIONS AND PROVISIONS OF DALLAS CREEK WATER COMPANY, INC. APPLICATIONS FOR SERVICE AGREEMENT RECORDED OCTOBER 25, 2013 AT RECEPTION NOS. [211024](#), [211025](#), [211026](#). (LOT V611)
24. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF MEMORANDUM OF WATER AGREEMENT, RECORDED JANUARY 15, 2014, UNDER RECEPTION NO. [211471](#).
25. 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](#).
26. 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](#).

Old Republic National Title Insurance Company

(Schedule B)

Order Number: OU85006062

Policy No.: OX85006062.1808598

10. 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 IN DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR FAIRWAY PINES ESTATES, FILING NO. 5A RECORDED DECEMBER 23, 1997 UNDER RECEPTION NO. [165843](#); AND IN AFFIDAVIT RECORDED JUNE 18, 1999 UNDER RECEPTION NO. [169881](#); AND IN AMENDMENT 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](#).

11. 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.
12. RESERVATION OF ALL OIL, GAS AND MINERAL RIGHTS IN WARRANTY DEED FROM THE PINES DEVELOPMENT GROUP, LLC RECORDED OCTOBER 15, 2002 UNDER RECEPTION NO. [178984](#).

Old Republic National Title Insurance Company

(Schedule B)

Order Number: OJ85006062

Policy No.: OX85006062.1808598

This policy does not insure against loss or damage by reason of the following:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
6. 2019 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
7. RIGHT-OF-WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED SEPTEMBER 23, 1912 IN BOOK 64 AT PAGE 317; AND IN PATENT RECORDED JULY 26, 1915 IN BOOK 64 AT PAGE 424.
8. EASEMENTS AND NOTES SHOWN ON PLAT OF LOGHILL CREST RECORDED AUGUST 4, 1978 UNDER RECEPTION NO. 125033; AND IN QUIT CLAIM DEED RECORDED NOVEMBER 5, 1991 IN BOOK 208 AT PAGE 844; AND IN QUIT CLAIM DEEDS RECORDED JULY 10, 1997 UNDER RECEPTION NO. 164646 AND RECEPTION NO. 164647.
9. OIL, GAS AND MINERAL RIGHTS RESERVED IN WARRANTY DEED FROM THE PINES DEVELOPMENT GROUP, LLC RECORDED OCTOBER 25, 2000 UNDER RECEPTION NO. 173400.

**Old Republic National Title Insurance Company**

**Schedule A**

**Order Number:** OU85006062

**Policy No.:** OX85006062.1808598

**Amount of Insurance:** \$45,000.00

**Property Address:**

TBD BADGER TRAIL SOUTH, RIDGWAY, CO 81432

**1. Policy Date:**

November 26, 2019 at 5:00 P.M.

**2. Name of Insured:**

LOLLAR PROPERTIES, LLC

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

A Fee Simple

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

LOLLAR PROPERTIES, LLC

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

LOT V611, FAIRWAY PINES ESTATES VILLAGE 6A, ACCORDING TO THE PLAT THEREOF RECORDED  
OCTOBER 23, 2000 UNDER RECEPTION NO. 173387, COUNTY OF OURAY, STATE OF COLORADO.

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## 16. SEVERABILITY

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

## 17. CHOICE OF LAW; FORUM

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

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

## 18. NOTICES, WHERE SENT

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

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

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

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

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

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

## 9. LIMITATION OF LIABILITY

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

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

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

## 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

## 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

## 12. PAYMENT OF LOSS

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

## 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

## 14. ARBITRATION

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

## 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

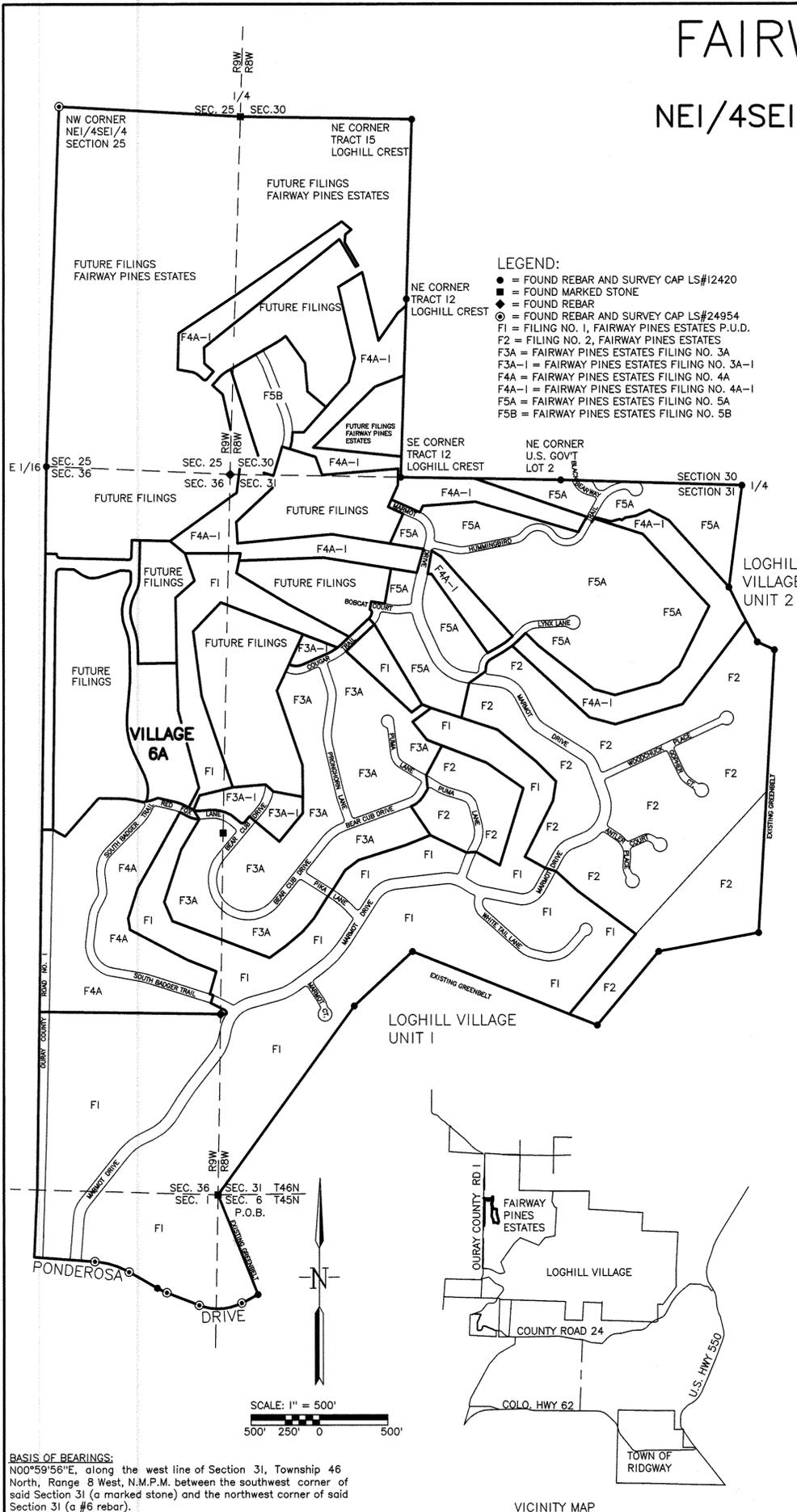
(b) Any claim or loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.

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

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

## Exhibit C: Existing Plat Map

# FAIRWAY PINES ESTATES VILLAGE 6A SITUATED IN NE1/4SE1/4 AND E1/2NE1/4 SECTION 36, T46N, R9W, N.M.P.M. OURAY COUNTY, COLORADO



### CERTIFICATE OF OWNERSHIP AND DEDICATION

Know all persons by these presents that we, the undersigned, being the owners of certain lands in Ouray County, Colorado, described as:

A parcel of land situated in the NE1/4SE1/4 and E1/2NE1/4 of Section 36, Township 46 North, Range 9 West, N.M.P.M., Ouray County, Colorado and being more particularly described as follows: Considering the bearing between the southeast corner of said Section 36 (a marked stone) and the northeast corner of said Section 36 (a #6 rebar) to be N00°59'56"E with all bearings herein relative thereto: Beginning at a point on the west line of Holes No. 6 and 7, Golf Course Greenbelt, Filing No. 1, Fairway Pines Estates P.U.D. from whence said northeast corner of said Section 36 bears N15°54'50"E, 1422.50 ft.; thence the following courses along said west line: S01°23'50"E, 346.88 ft.; S15°11'09"E, 580.26 ft.; S27°40'51"W, 160.95 ft. to a point on the north line of Fairway Pines Estates Filing No. 4A; thence the following courses along said north line: N63°26'06"W, 42.93 ft.; 53.20 ft. along the arc of a curve to the left having a radius of 230.00 ft., a central angle of 13°15'13", and a long chord which bears N70°03'42"W, 53.09 ft.; N76°41'19"W, 140.31 ft.; S70°25'56"W, 55.26 ft.; S78°30'09"W, 33.45 ft.; thence leaving said north line 196.21 ft. along the arc of a curve to the left having a radius of 270.00 ft., a central angle of 41°38'15", and a long chord which bears N04°31'39"W, 191.92 ft.; thence N25°20'48"W, 177.35 ft.; thence 283.14 ft. along the arc of a curve to the right having a radius of 530.00 ft., a central angle of 30°36'31", and a long chord which bears N10°02'31"W, 279.78 ft.; thence N05°15'45"E, 223.17 ft.; thence 39.95 ft. along the arc of a curve to the left having a radius of 370.00 ft., a central angle of 06°11'21", and a long chord which bears N02°10'09"E, 39.93 ft.; thence N00°55'27"W, 222.34 ft.; thence 121.16 ft. along the arc of a curve to the left having a radius of 370.00 ft., a central angle of 18°45'42", and a long chord which bears N03°11'02"E, 244.45 ft.; thence N26°03'13"E, 56.82 ft.; thence 30.21 ft. along the arc of a curve to the left having a radius of 70.00 ft., a central angle of 24°43'45", and a long chord which bears N13°41'20"E, 29.98 ft.; thence N01°19'28"E, 57.71 ft.; thence 31.36 ft. along the arc of a curve to the left having a radius of 20.00 ft., a central angle of 89°50'11", and a long chord which bears N43°35'38"W, 28.24 ft.; thence N88°30'44"W, 60.00 ft.; thence S72°39'47"W, 160.39 ft.; thence 134.33 ft. along the arc of a curve to the right having a radius of 150.00 ft., a central angle of 51°18'36", and a long chord which bears N81°40'54"W, 129.89 ft.; thence N58°01'36"W, 67.60 ft.; thence N88°30'44"W, 100.00 ft.; thence 47.26 ft. along the arc of a curve to the left having a radius of 30.00 ft., a central angle of 90°51'17", and a long chord which bears S46°21'38"W, 42.52 ft.; thence S01°13'59"W, 269.87 ft.; thence S00°40'53"W, 569.33 ft.; thence S00°38'13"W, 1023.46 ft. to a point on the north line of Fairway Pines Estates Filing No. 4A; thence N89°13'47"W, 81.17 ft. to the northwest corner of said Fairway Pines Estates Filing No. 4A; thence leaving said north line, N00°46'13"E, 2002.65 ft.; thence S89°13'47"E, 81.21 ft.; thence 46.99 ft. along the arc of a curve to the left having a radius of 30.00 ft., a central angle of 89°44'43", and a long chord which bears S43°38'22"E, 42.33 ft.; thence S88°30'44"E, 498.07 ft.; thence 31.47 ft. along the arc of a curve to the left having a radius of 20.00 ft., a central angle of 90°09'48", and a long chord which bears N46°24'22"E, 28.32 ft.; thence N01°19'28"E, 121.87 ft.; thence S88°40'32"E, 60.00 ft.; thence S01°19'28"W, 299.58 ft.; thence 56.11 ft. along the arc of a curve to the right having a radius of 130.00 ft., a central angle of 24°43'45", and a long chord which bears S13°41'20"W, 55.67 ft.; thence S26°03'13"W, 56.82 ft.; thence 203.17 ft. along the arc of a curve to the left having a radius of 254.50 ft., a central angle of 45°44'21", and a long chord which bears S03°11'02"W, 197.82 ft.; thence S19°41'08"E, 44.59 ft.; thence 140.80 ft. along the arc of a curve to the right having a radius of 430.00 ft., a central angle of 18°45'42", and a long chord which bears S10°18'17"E, 140.18 ft.; thence S00°55'27"E, 112.22 ft.; thence N89°04'33"E, 283.71 ft. to the point of beginning, containing 14.856 acres.

to be laid out, platted and subdivided as shown hereon under the name and style of

**FAIRWAY PINES ESTATES VILLAGE 6A**  
and do hereby grant and dedicate the 7.616 acres in fee simple to the County of Ouray, State of Colorado, for the use of the public for road-of-way and utility purposes as noted on this plat, the roads, streets, courts, drives, places, trails, and ways hereon shown. We do hereby grant and dedicate to the County perpetual easements for utility and drainage purposes, as shown hereon, for the use of public utility suppliers, for installation and maintenance of utility facilities, including but not limited to, electric lines, gas lines, telephone lines, cable television lines, and water and sewer lines together with perpetual right of ingress and egress for installation maintenance and replacement of such lines. Said easements and rights shall be utilized in a reasonable and prudent manner.

Executed this 11<sup>th</sup> day of October, 2000  
OWNER: THE PINES DEVELOPMENT GROUP, LLC  
332 South 5th Street, Montrose, CO 81401  
(970) 249-3881

*James A. Willey*, President of Fairway Pines Management Co., Inc.  
*Donald B. Frank*, Secretary of Fairway Pines Management Co., Inc.  
Managing Member

STATE OF COLORADO  
COUNTY OF Montrose  
The foregoing Certificate was acknowledged before me

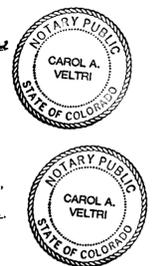
this 11<sup>th</sup> day of October, 2000 by James A. Willey,  
President of Fairway Pines Management Co., Inc., Managing Member.  
Witness my hand and official seal. my commission expires 4-25-2001

*Carol A. Veltre*  
Notary Public

STATE OF COLORADO  
COUNTY OF Montrose  
The foregoing Certificate was acknowledged before me

this 11<sup>th</sup> day of October, 2000 by Donald B. Frank,  
Secretary of Fairway Pines Management Co., Inc., Managing Member.  
Witness my hand and official seal. my commission expires 4-25-2002

*Carol A. Veltre*  
Notary Public



- NOTES:
- EASEMENT NO. 1  
An easement 20 ft. in width, inuring to the benefit of The Pines Development Group, LLC, its successors and assigns, is hereby established and reserved over, across and under that portion of any and all lots adjoining the developed Golf Course Greenbelts. The purpose of this easement is to allow for any and all improvements required for those uses and activities deemed necessary by The Pines Development Group, LLC for the safe and efficient operation of the Fairway Pines Estates or the golf course. Some of the anticipated uses are, but not limited to, utilities, drainage, winter sports access, golfer access, golf cart access, irrigation and other items as described on this plat.
  - The DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS for FAIRWAY PINES ESTATES, recorded March 27, 1992 as Reception Number 150511 Ouray County Records as extended by the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS for FAIRWAY PINES ESTATES, PHASE 2, recorded July 17, 1996 as Reception Number 162227 Ouray County Records dedicate to the public an easement for the installation and maintenance of utilities and drainage facilities, if any, over the ten (10) feet adjacent to the boundaries of each lot.
  - SETBACKS  
25' from roadways  
25' from boundary lines adjacent to golf course property or as shown.  
15' from other boundaries
  - GREENBELTS may also be used for utility and drainage purposes.
  - If due to Ouray County design standards, topography, or other limiting factors, the maximum number of units can not be accommodated on a specific lot, the total number of units on that lot must be reduced.
  - Each Village is a cluster lot as such lots are allowed by the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS for FAIRWAY PINES ESTATES, recorded March 27, 1992 as Reception Number 150511 Ouray County Records as extended by the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS for FAIRWAY PINES ESTATES, PHASE 2, recorded July 17, 1996 as Reception Number 162227 Ouray County Records. Each residential subplot (for example, Lot V609) containing units within each cluster lot as shown on this plat will be separately designated for purposes of conveyance and ownership. Any portion of a cluster lot not having commercial designation (including golf course greenbelt) and not being located within a residential subplot will be conveyed to a Village Owners Sub-Association for administration pursuant to a set of Covenants and Restrictions applicable to that cluster lot.
  - All lots containing 3 units shall conform to minimum Ouray County Road Access Tract Specification. All Access Tracts and/or driveways serving 3 units shall provide adequate spaces to meet fire codes and emergency vehicle turnarounds.

**LIEN HOLDER'S CERTIFICATE**

All persons signatory to the plat of Fairway Pines Estates Village 6A, having an ownership of security interest in the property herein described hereby ratify, approve, accept and agree to the Declaration of Covenants, Conditions, Restrictions and Easements recorded in the Ouray County, Colorado records on the 27th day of March, 1992, in Book 222, at Page 20 through 36, on the 17th day of July, 1996 as Reception Number 162227, and on the 22nd day of July, 1996 as Reception Number 162268 and understand that the same are covenants running with said land that are binding upon themselves and their heirs, administrators and assigns and do hereby join in the owner's dedication of road right-of-way and utility easements.

The Pines Development Group, LLC, for the benefit of The Bank of Telluride, Recorded at Reception #170830, Ouray County Records on August 17, 1999.

*Pete Neumann* v.p.  
The Bank of Telluride, a WestStar Bank  
P.O. Box 1210  
Gypsum, CO 81637

By: *Pete Neumann* v.p.

STATE OF COLORADO  
COUNTY OF Montrose

The foregoing Certificate was acknowledged before me

this 11<sup>th</sup> day of October, 2000  
by *Pete Neumann* v.p.,  
of The Bank of Telluride, a WestStar Bank  
Witness my hand and official seal.  
My commission expires 8-11-02

*Bonnie A. Eakin*  
Notary Public

**ATTEST:**

*Bonnie A. Eakin*  
Notary Public

**ATTORNEY'S CERTIFICATE**

I certify that I have examined the title to the platted property and that the record owner(s) and all holders of encumbrances affecting the property have executed this plat and joined in the dedication of all roads and public areas.

*John W. Quade* 10-10-00  
Attorney at Law  
Registration No. 1999

**SURVEYOR'S CERTIFICATE**

I hereby certify that I am a Registered Land Surveyor in the State of Colorado and that this plat accurately represents a survey made by me or under my direct supervision and conforms to all applicable Ouray County and State regulations, and I further certify that the monuments, shown hereon, actually exist and that their positions are as shown.

*William D. Wiley* 10-6-00  
William D. Wiley Date  
Colorado Registered Land Surveyor #12180

**COUNTY TREASURER'S CERTIFICATE**

STATE OF COLORADO  
COUNTY OF OURAY

I the undersigned, County Treasurer, in and for said County, do hereby certify that there are no liens against the development or any part thereof for unpaid State or County taxes, or for special assessments not yet payable.

*Jeannine Casolari* 10-19-00  
Jeannine Casolari Date  
Ouray County Treasurer

**APPROVAL OF PLANNING COMMISSION**

Approved by the Ouray County Planning Commission by resolution

this \_\_\_\_\_ day of \_\_\_\_\_

*Brian DeBate*  
Chairman

**APPROVAL OF COUNTY COMMISSIONERS**

Approved by the Ouray County Board of Commissioners by resolution

this 23<sup>rd</sup> day of OCTOBER, 2000

*Frank Rodell*  
Chairman

**RECORDER'S CERTIFICATE**

This plat was filed for record in the office of the Clerk and Recorder of Ouray County

at 4:00 P m. on the 23 day of OCTOBER, 2000

with Reception No. 173387

*Michelle Olin*  
Ouray County Clerk and Recorder

*Jessie M. Manthey*  
Deputy

PAGE 1 OF 2



CF: LOGHILL V6A Plot Scale 1" = 100' Book 421 Page --	<b>FAIRWAY PINES ESTATES VILLAGE 6A</b>
DATE 2/16/99 MRM	<b>OURAY COUNTY, COLORADO</b>
REVISIONS: 9/11/00 LIEN HOLDER & SHOW FILING 5B 10/05/00 NOTES & DED.	<b>FAIRWAY PINES MANAGEMENT CO. INC.</b>
	<b>MESA SURVEYING</b>
	P.O. Box 1287 Montrose, CO 81402
Sheet 1 of 2	File No. 91-44

**BASIS OF BEARINGS:**  
N00°59'56"E, along the west line of Section 31, Township 46 North, Range 8 West, N.M.P.M. between the southwest corner of said Section 31 (a marked stone) and the northwest corner of said Section 31 (a #6 rebar).

# FAIRWAY PINES ESTATES VILLAGE 6A

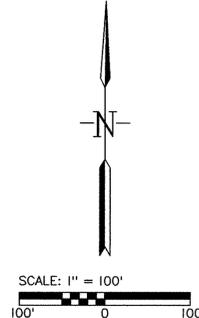
## SITUATED IN

### NE1/4SE1/4 AND E1/2 NE1/4 SECTION 36, T46N, R9W, N.M.P.M.

### OURAY COUNTY, COLORADO

REBAR AND SURVEY  
CAP LS#12420  
NORTHWEST CORNER  
E1/2NE1/4 SEC. 36

#6 REBAR BESIDE MARKED STONE  
SEC. 25 SEC. 30  
SEC. 36 SEC. 31



**BASIS OF BEARINGS:**  
N00°59'56"E, along the east line of Section 36, Township 46 North, Range 9 West, N.M.P.M. between the southeast corner of said Section 36 (a marked stone) and the northeast corner of said Section 36 (a #6 rebar).

**LEGEND:**  
 --- = BUILDING SETBACK LINE  
 ◆ = FOUND SURVEY MONUMENT AS NOTED  
 ▲ = FOUND REBAR AND SURVEY CAP LS#12180  
 ● = SET #5 REBAR AND SURVEY CAP LS#12180

VILLAGE 6A LOT SUMMARY		
6 LOTS (18 UNITS)	7.240 ACRES	
ROAD DEDICATION	7.616 ACRES	
<b>TOTAL</b>	<b>14.856 ACRES</b>	

CURVE	LENGTH	DELTA	RADIUS	TANGENT	CH. BEARING	CHORD
1	46.26'	13°15'13"	200.00'	23.24'	N70°03'43"W	46.16'
2	53.20'	13°15'13"	230.00'	26.72'	N70°03'42"W	53.09'
3	28.55'	81°47'12"	20.00'	17.32'	N35°47'43"W	26.19'
4	202.41'	38°39'27"	300.00'	105.23'	N06°01'03"W	198.59'
5	196.21'	41°38'15"	270.00'	102.66'	N04°31'39"W	191.92'
6	97.57'	10°54'19"	330.00'	49.04'	N03°21'16"W	97.01'
7	77.98'	13°32'21"	330.00'	39.17'	N18°34'36"W	77.80'
8	267.11'	30°36'31"	500.00'	136.83'	N10°02'31"W	263.95'
9	283.14'	30°36'31"	530.00'	145.04'	N10°02'31"W	279.78'
10	60.26'	07°20'48"	470.00'	30.17'	N21°40'23"W	60.22'
11	190.82'	23°15'45"	470.00'	96.74'	N06°22'08"W	189.52'
12	43.19'	06°11'12"	400.00'	21.62'	N02°10'09"E	43.17'
13	39.95'	06°11'12"	370.00'	20.00'	N02°10'09"E	39.93'
14	46.43'	06°11'12"	430.00'	23.24'	N02°10'09"E	46.41'
15	130.98'	18°45'42"	400.00'	66.08'	N10°18'17"W	130.40'
16	121.16'	18°45'42"	370.00'	61.13'	N10°18'17"W	120.62'
17	140.80'	18°45'42"	430.00'	71.04'	N10°18'17"W	140.18'
18	227.12'	45°44'21"	284.50'	120.00'	N03°11'02"E	221.13'
19	251.07'	45°44'21"	314.50'	132.65'	N03°11'02"E	244.45'
20	203.17'	45°44'21"	254.50'	107.35'	N03°11'02"E	197.82'
21	43.16'	24°43'45"	100.00'	21.93'	N13°41'20"E	42.83'
22	30.21'	24°43'45"	70.00'	15.35'	N13°41'20"E	29.98'
23	56.11'	24°43'45"	130.00'	28.50'	N13°41'20"E	55.67'
24	31.36'	89°50'11"	20.00'	19.94'	N43°35'38"W	28.24'
25	134.33'	51°18'36"	150.00'	72.05'	N81°40'54"W	129.89'
26	47.26'	90°15'17"	30.00'	30.13'	S46°21'38"W	42.52'
27	46.99'	89°44'43"	30.00'	29.87'	S43°38'22"E	42.33'
28	31.47'	90°09'48"	20.00'	20.06'	N46°24'22"E	28.32'

**RECORDER'S CERTIFICATE**

This plat was filed for record in the office of the Clerk and Recorder of Ouray County at 4:00 P.m. on the 23 day of OCTOBER, 2000

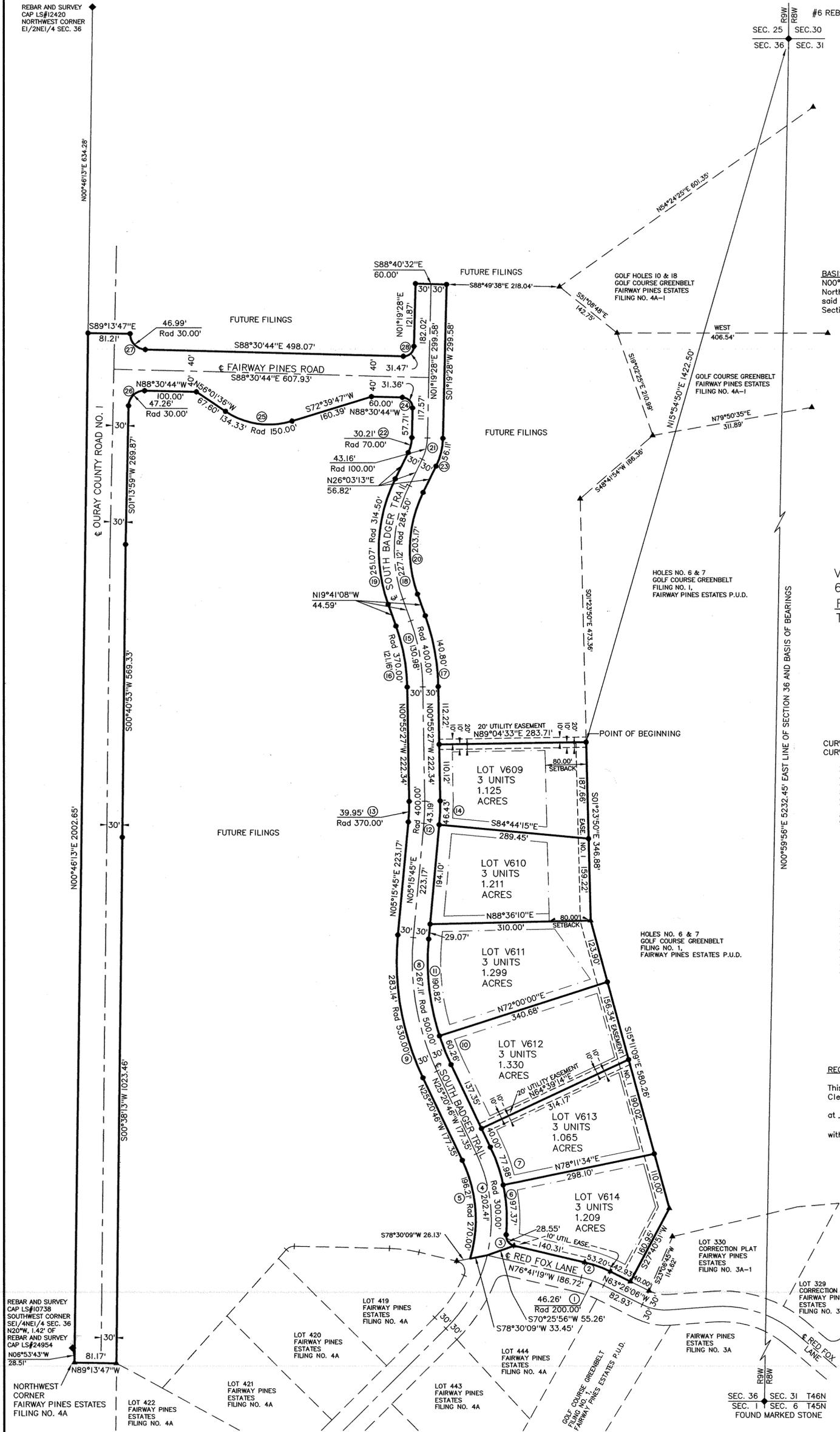
with Reception No. 173387

MICHELLE OLDA  
Ouray County Clerk and Recorder

Jessie M. Manthey  
Deputy

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

CADFILE LOGHILL V6 VSA Plot Scale 1" = 100' Book 421 Page	<b>FAIRWAY PINES ESTATES VILLAGE 6A</b>
DATE 2/16/99 MRW REVISIONS: 8/1/00 20' UTIL. EASE. LOTS V612 & V613 10/05/00 NOTES TO SI ONLY	<b>OURAY COUNTY, COLORADO</b>
	<b>FAIRWAY PINES MANAGEMENT CO. INC.</b>
	<b>MESA SURVEYING</b> P.O. Box 1287 Montrose, CO 81402
Sheet 2 of 2	File No. 91-44



## Exhibit D: Proposed Plat Map

# High Pines Villas - Cluster Lot V611

## A Plat Amendment of Lot V611 Fairway Pines Estates Village 6A

### Located in the Southeast 1/4 of Southeast 1/4 Section 36, T46N, R9W, NMPM

### County of Ouray, State of Colorado

**CERTIFICATE OF OWNERSHIP AND DEDICATION:**

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, being the owners of the following described real property, hereby declares and executes the Subdivision Plat of HIGH PINE VILLAS - CLUSTER LOT V611, County of Ouray, State of Colorado, as Follows:

1. DESCRIPTION: Lot V611 Fairway Pines Estates Village 6A, County of Ouray, State of Colorado.

IN WITNESS WHEREOF, the Owner, as declarant has executed this Map effective this \_\_\_\_ day of \_\_\_\_\_, 2020 as (Effective Date).

The Owners hereby dedicate perpetual easements over the General Common Elements and Units, as shown hereon, for the use of public utility suppliers, for the installation and maintenance of utility facilities, including but not limited to, electric lines, telephone lines, water and sewer lines, together with a perpetual right of ingress and egress for installation, maintenance, and replacement of such lines. Said easements and rights shall be utilized in a reasonable and prudent manner.

The Board of Directors of Lollar Properties LLC consents and confirms that Jack Lollar has the authority to execute this plat.

By \_\_\_\_\_  
Jack Lollar

Lollar Properties LLC, hereby consents to the provisions of this map of the Plat Amendment of Lot V611, Fairway Pines Estates Village 6A.

By: \_\_\_\_\_  
Jack Lollar, President, Lollar Properties, LLC.

**ACKNOWLEDGEMENT:**

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

The foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by Jack Lollar, President, Lollar Properties, LLC.

Witness my hand and official seal.

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

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

**UNRECORDED DITCH EASEMENTS**

The property shown hereon may be subject to recorded or unrecorded ditch easements. Pursuant to the provisions of C.R.S. §§37-84-101; 37-86-102 and 37-86-103, the owner(s) of the ditch, or the water transported in such ditch, has the right and obligation to maintain such ditch and is entitled to a right-of-way through the property for such purpose and to transport such water. Pursuant to Ouray County Ordinance 01-01, all owners of any parcel or lot created by this plat are notified that no water may be removed from such ditch(es) unless the owner of the parcel or lot also has specific ownership of water from the ditch. The flow of such water shall not be obstructed in any way.

**ENGINEERED SEPTICS/FOUNDATIONS**

A site-specific geotechnical subsurface exploration is required to be prepared and stamped by a Colorado registered professional engineer and shall be required to be submitted by an owner prior to the issuance of a building permit for any foundation or septic system (ISDS). Based upon such evaluation for potential construction of any foundation and/or ISDS, recommended mitigation provisions shall be required, that have been designed, inspected, and approved by a Colorado Registered Professional Engineer. Septic systems shall not be placed within any drainage area on any lot.

**FEMA PLAT NOTE**

Site has no known 100-year flood areas as identified by FEMA.

**RIGHT TO FARM AND RANCH**

Per CRS 35-3.5-101, Ouray County has created an Agricultural Review Board and adopted regulations regarding the right to farm and ranch. The purpose of these regulations is to protect qualifying farmers and ranchers from nuisance lawsuits filed by individuals who move into a rural area where normal farming and ranching operations exist, and who later use nuisance actions to attempt to stop those ongoing operations. For additional information please refer to the aforementioned statute or Ouray County Ordinance 01-01 adopted July 23, 2001.

**NON-BUILDABLE AREA(S)**

The land outside of the designated building area is non-buildable area and shall not be further subdivided, developed, or improved and no buildings, structures, or other improvements shall be constructed or erected in such area, except Colorado Division of Parks and Wildlife – approved fences, and / or below-ground utilities with proper permitting.

**COLORADO DIVISION OF PARKS & WILDLIFE**

Fencing on all lots shall be kept to a minimum. Any new fencing shall be directly adjacent to a house to contain pets, propane tanks, etc. or adjacent to a barn or livestock. Homeowners shall be required to store refuse in a bear-resistant trash can. Special attention shall be paid to prevent dogs from running at large. Such prevention may include dogs being kept in a house, kennel, or small yard, adjacent to the home unless under direct control of the owner.

**VISUAL IMPACT CORRIDOR**

Any construction in the High Pines Villas may be subject to Ouray County Visual Impact Regulations.

**CONSTRUCTION NOTE**

Any construction within the High Pines Villae development may be subject to any applicable Fairway Pines Estates covenants and architecture guidelines.

**ADDITIONAL SUBDIVISION**

No further subdivision of the lot/parcel shall be allowed.

**OPEN SPACE RESTRICTIONS**

No additional development or construction in the designated open space shall be allowed, with the exception of below-ground utilities with proper permitting.

**TITLE COMPANY CERTIFICATE**

The undersigned, as a duly authorized representative of the \_\_\_\_\_, hereby certifies that I have examined the title of all of the land herein platted and shown on this plat and that the title to the land shown is free and clear of all liens and encumbrances except as described in alta commitment order No. \_\_\_\_\_ effective date \_\_\_\_\_, 20\_\_\_\_, :00\_\_\_\_m.

**BOARD OF COUNTY COMMISSIONERS APPROVAL**

Approval of Board of County Commissioners

Having ascertained that the conditions of approval of this plat have been satisfactorily completed on this \_\_\_\_ day of \_\_\_\_\_, 2020, the Board of County Commissioners of Ouray County, Colorado approves this plat for recording by the Ouray County Clerk and Recorder. This approval does not extend to the design of utilities, roads or any other services and does not constitute acceptance of roads, utilities or other services by Ouray County for maintenance. Further, the Board of County Commissioners of Ouray County, Colorado hereby accepts any dedications to the public of the road(s), easement(s), etc. as may be shown hereon.

\_\_\_\_\_  
John Peters, Chairperson

ATTEST:

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

**TREASURER**

I certify that as of today, there are no delinquent taxes due, nor are there any tax liens, against the property described herein or any part thereof, and that all current taxes and special assessments have been paid in full.

\_\_\_\_\_  
OURAY COUNTY TREASURER

**SURVEYOR'S CERTIFICATE:**

I, Peter C. Sauer, being a Registered Land Surveyor in the State of Colorado do hereby certify that this High Pines Villas Cluster Lot V611 – Amendment to Plat of Lot V611 Fairway Pines Estates Village 6A was prepared under my direct supervision, responsibility and checking; (ii) is true and accurate to the best of my knowledge and belief; and (iii) is clear and legible; (iv) contains all the information required by C.R.S. 38-33.3-209; and (v) that all monuments and markets were set as required by Articles 50 and 51 of Title 38 C.R.S. and conforms to all requirements of the Colorado Revised Statutes, and all applicable County of Ouray regulations.

Dated \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Peter C Sauer  
License No. 38135

**ATTORNEY'S CERTIFICATE:**

I, \_\_\_\_\_, an attorney at law duly, licensed to practice in the State of Colorado, do hereby certify the following: (i) that I have examined the title of all land herein platted and that title to such land is in the dedicator(s) and Owners, and that the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except for those exceptions to title contained on \_\_\_\_\_ of \_\_\_\_\_ Policy \_\_\_\_\_ dated \_\_\_\_\_ at \_\_\_\_\_.00\_\_\_\_m.; and (ii) that this High Pines Villas Cluster Lot V611 – A Plat Amendment of Lot V611, Fairway Pines Estates Village 6A, complies with the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-209.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

**NOTES:**

1. BASIS OF BEARINGS: Bearings based the North Line of Lot V611-R Recorded and Shown Here on as bearing N 88°38'10" E.

2. Easement No. 1, "An Easement, 20ft. in width, inuring to the benefit of The Pines Development Group, LLC, its successors and assigns, is hereby established and reserved over, across and under the portion of any and all lots adjoining the developed Golf Course Greenbelts. The purpose of this easement is to allow for any and all improvements required for those uses and activities deemed necessary by The Pines Development Group, LLC for the safe and efficient operation of the Fairway Pines Estates or the golf course. Some of the anticipated uses are, but not limited to, utilities, drainage, winter sports access, golfer access, golf cart access, irrigation and other items as described on this plat." Per Record Plat Recorded at Reception No. 173387.

3. Any construction within the High Pines Villas may be subject to any applicable Fairway Pines Covenants and Architecture Guidelines.

**NOTICE:**

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

**RECORDERS CERTIFICATE**

This plat was filed for record in the office of the Clerk and Recorder of Ouray County at \_\_\_\_\_am/pm on the \_\_\_\_\_ day of \_\_\_\_\_, 2020, under Reception No. \_\_\_\_\_.

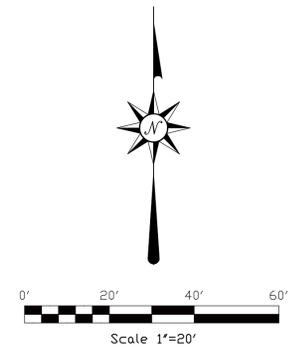
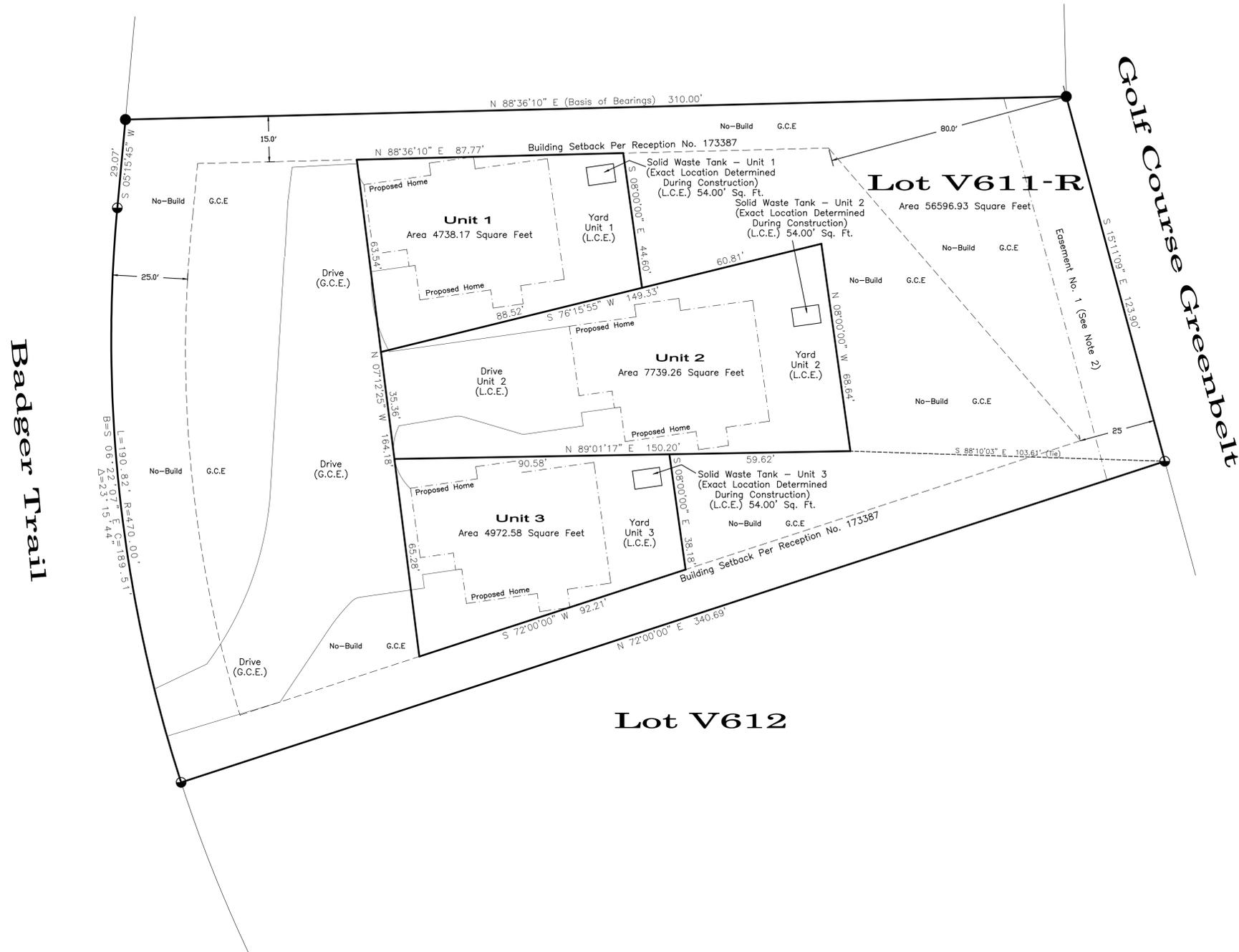
By \_\_\_\_\_  
Michelle Nauer, Ouray County Clerk and Recorder

Deputy

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 2-25-20	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
	5			
	OFFICE (970) 249-5349 - CELL (970) 729-1289 23414 UNCOMPAHGRE ROAD - MONTROSE, COLORADO 81403 WWW.ORIONSURVEYING.COM			
	DRAWING PATH: Replat 2-20		SHEET No. 1 OF 2	

**High Pines Villas - Cluster Lot V611**  
**A Plat Amendment of Lot V611 Fairway Pines Estates Village 6A**  
**Located in the Southeast 1/4 of Southeast 1/4 Section 36, T46N, R9W, NMPM**  
**County of Ouray, State of Colorado**

**Cimarron View Townhomes -**  
**Cluster Lot V610**



- Legend**  
 (G.C.E) General Common Element  
 (L.C.E) Limited Common Element
- Found No. 5 Rebar and 1 1/2" Aluminum Cap LS 38135
  - Found No. 5 Rebar and 1 1/2" Aluminum Cap LS 12180
- Linear Units: US Survey Foot



**Vicinity Map**  
(Not to Scale)

Area Table		
Unit 1	4738.17 Sq. Ft.	8.3%
Unit 2	7739.26 Sq. Ft.	13.7%
Unit 3	4672.58 Sq. Ft.	8.3%
G.C.E. - Open Space	39446.92 Sq. Ft.	69.7%
Lot V611-R	56596.93 Sq. Ft.	100%

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 2-25-20	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
5				

	OFFICE (970) 249-5349 - CELL (970) 729-1289 23414 UNCOMPAGRE ROAD - MONTROSE, COLORADO 81403 WWW.ORIONSURVEYING.COM
	DRAWING PATH: Replat 2-20   SHEET No. 2 OF 2   PROJECT: 19222

## Exhibit E: Public Notices

DIVIDE GOLF, LLC  
PO BOX 1447  
DILLON, CO 80435

RANDAL COLLINS (CV)  
38 ANTLER PLACE  
RIDGWAY, CO 81432

HERITAGE INN & SUITES OF KC  
4520 36TH AVENUE S  
FARGO, ND 58104

SHEPARD LORI  
596 S BADGER TRAIL  
RIDGWAY, CO 81432

STEARNS LINDA  
115 DYLAN DRIVE  
RIDGWAY, CO 81432

HONEY BADGER, LLC  
2103 LEAH LANE  
MONTROSE, CO 81401

CLAVES INSULIE, LLC  
PO BOX 1033  
GILBERT, AZ 85299

JENSEN TIMOTHY R  
442 S BADGER TRAIL  
RIDGWAY, CO 81432

SCOVILLE CHARLES A  
PO BOX 701  
RIDGWAY, CO 81432

VOLGAMORE CHRISTOPHER  
21036 FRUIT GROWERS ROAD  
AUSTIN, CO 81410

SHELLEY CHANDLER TRUST  
PO BOX 3987  
TELLURIDE, CO 81435



Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: O.C.L.U.  
\_\_\_\_\_  
\_\_\_\_\_

To: Volgamere, Christopher  
21034 Fault Growth Rd.  
Austin, TX  
\_\_\_\_\_

PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: OCLU  
\_\_\_\_\_  
\_\_\_\_\_

To: Charlie Scaville  
PO Box 701  
Kilgus  
\_\_\_\_\_

PS Form 3817, April 2007 PSN 7530-02-000-9065

To pay fee, affix stamps or meter postage here

Postmark Here



Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: O.C.L.U.  
\_\_\_\_\_  
\_\_\_\_\_

To: Shelley Chandler  
P.O. Box 3787  
Telluride  
\_\_\_\_\_

PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: Ouray County Land Use  
PO Box 280  
Kilgus, CO  
\_\_\_\_\_

To: Horse owners  
Divide Golf  
P.O. Box 1447  
Pillar, CO  
\_\_\_\_\_

PS Form 3817, April 2007 PSN 7530-02-000-9065

To pay fee, affix stamps or meter postage here

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Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: O.C.L.U.  
\_\_\_\_\_  
\_\_\_\_\_

To: Jensen Timothy R  
442 S Budget Tr  
Kilgus  
\_\_\_\_\_

PS Form 3817, April 2007 PSN 7530-02-000-9065

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Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: O.C.L.U.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To pay fee, affix stamps or meter postage here

To: Stoney Badger  
103 Leah Ln.  
Mondak  
\_\_\_\_\_  
\_\_\_\_\_

Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: O.C.L.U.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To pay fee, affix stamps or meter postage here

To: Randal Collins  
38 Antler Place  
Ridgely, MD  
\_\_\_\_\_  
\_\_\_\_\_

Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: O.C.L.U.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To pay meter

To: Linda Stearns  
115 Dylan Dr.  
Ridgely  
\_\_\_\_\_  
\_\_\_\_\_

Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: O.C.L.U.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To pay fee, affix stamps or meter postage here

To: Heritage Inn Ste. 5  
4520 36th Ave  
Fargo, ND 58104  
\_\_\_\_\_  
\_\_\_\_\_

Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: O.C.L.U.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To pay meter

To: Insulic Charles  
P.O. Box 1033  
Gilbert TX 75229  
\_\_\_\_\_  
\_\_\_\_\_

Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065



Certificate Of Mailing

This Certificate of Mailing provides evidence that mail has been presented to USPS® for mailing. This form may be used for domestic and international mail.

From: O.C.L.U.  
546 S. Badger Trail  
Ridgely  
\_\_\_\_\_  
\_\_\_\_\_

To pay fee, affix stamps or meter postage here

To: Lori Sheppard  
\_\_\_\_\_  
\_\_\_\_\_

Postmark Here

PS Form 3817, April 2007 PSN 7530-02-000-9065

Lot V611

**NOTICE**  
**FAIRWAY PINES ESTATES,**  
**VILLAGE 6A, LOT V611**

LOLLAR PROPERTIES, LLC HAS APPLIED TO THE OURAY COUNTY LAND USE DEPARTMENT FOR APPROVAL OF A PLAT AMENDMENT TO ESTABLISH THE 3 BUILDING UNITS ON THIS PROPERTY (A 3-UNIT CLUSTER LOT).

FOR MORE INFORMATION PLEASE CONTACT THE OURAY COUNTY LAND USE DEPARTMENT AT 970-626-9775 OR IN PERSON AT 111 MALL ROAD, RIDGWAY, CO.

## **Notice of Hearing: Plat Amendment**

Because you are an adjacent property owner to the request listed below, you are receiving this notification as per the standards of Ouray County Land Use Code, Section 6.12(C)(2)(a)

-----

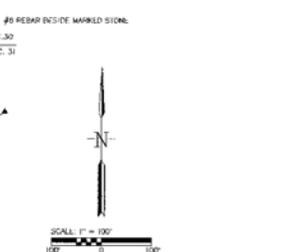
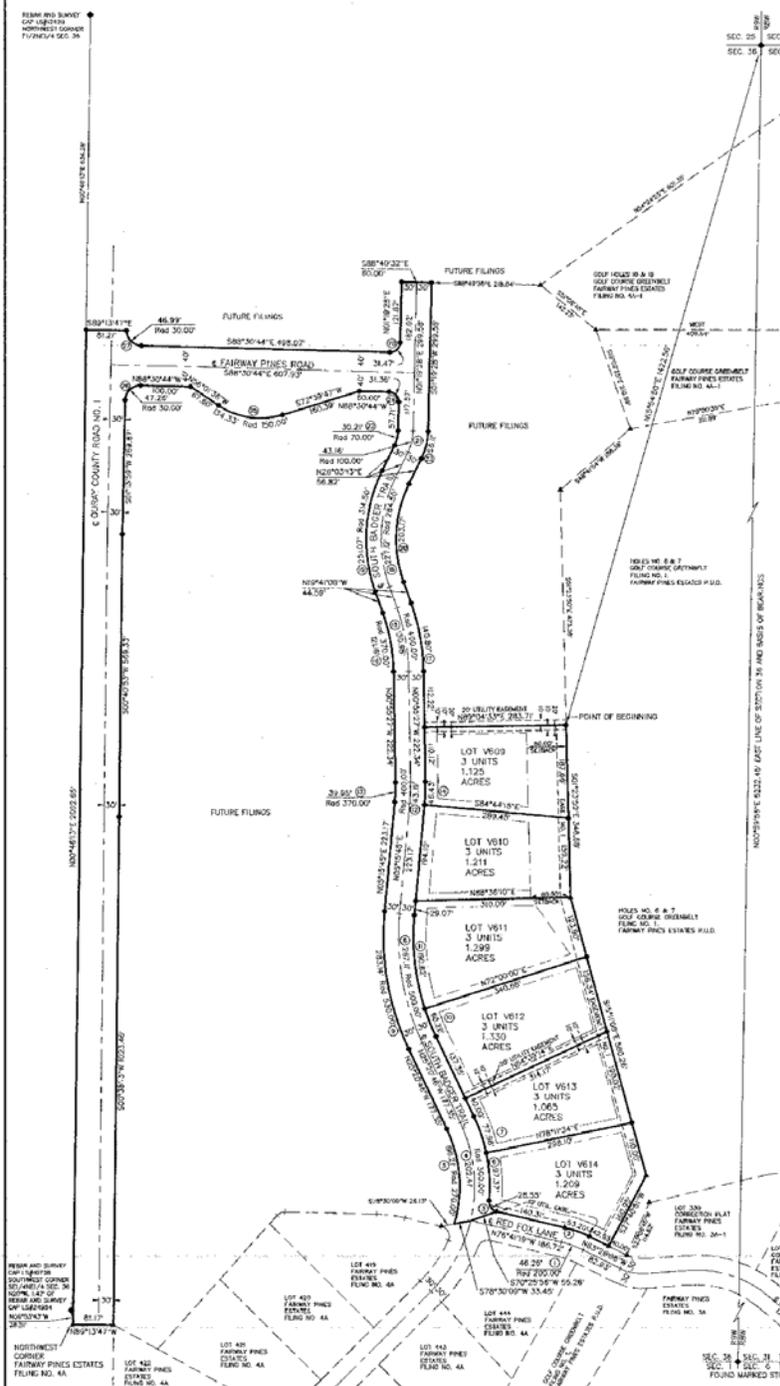
The property owner of Lot V611 has applied for a Plat Amendment to delineate and establish the 3 building areas that are allowed on the parcel. You have the right to submit comments within 30-days in favor of, or in opposition to, the proposed amendment. The application file is open to the public and may be viewed at the County Land Use Office, 111 Mall Road Ridgway, CO 81432.

If you wish to submit comments, please provide them prior to April 21, 2020. If you cannot provide comments by that date, you may still attend the public hearing with the Planning Commission or the Board of County Commissioners, and provide your comments directly to them.

For information about hearing dates/times, or if you have any questions, please contact Colleen Henderson at 970.626.9775.

# FAIRWAY PINES ESTATES VILLAGE 6A

SITUATED IN  
NE1/4SE1/4 AND E1/2 NE1/4 SECTION 36, T46N, R9W, N.M.P.M.  
OURAY COUNTY, COLORADO



**LEGEND:**  
 - - - BUILDING SETBACK LINE  
 ● FOUND SURVEY MONUMENT AS NOTED  
 \* FOUND REBAR AND SURVEY CAP 15#1200  
 ■ SET #5 REBAR AND SURVEY CAP 15#1200

**LEGEND:**  
 - - - BUILDING SETBACK LINE  
 ● FOUND SURVEY MONUMENT AS NOTED  
 \* FOUND REBAR AND SURVEY CAP 15#1200  
 ■ SET #5 REBAR AND SURVEY CAP 15#1200

**VILLAGE 6A LOT SUMMARY**

6 LOTS (18 UNITS)	7.240 ACRES
ROAD DEDICATION	7.616 ACRES
TOTAL	14.856 ACRES

**CURVE TABLE**

CURVE	LENGTH	DELTA	RADIUS	CHORD	CH BEARING	CHORD
1	46.28	137°12'12"	200.00	23.24	N70°23'43"W	46.16
2	53.00	120°21'12"	200.00	26.29	N70°23'43"W	53.00
3	53.59	84°47'12"	200.00	17.55	N55°47'45"W	26.19
4	203.41	58°07'24"	200.00	102.24	N65°11'02"W	104.50
5	58.23	42°09'12"	210.00	162.68	N65°11'02"W	101.22
6	67.23	45°04'12"	210.00	162.68	N65°11'02"W	101.22
7	77.09	13°32'24"	200.00	30.11	N18°24'30"W	279.78
8	282.11	20°25'12"	200.00	138.83	N18°24'30"W	283.02
9	282.11	20°25'12"	200.00	138.83	N18°24'30"W	283.02
10	181.02	27°07'24"	200.00	30.11	N18°24'30"W	279.78
11	181.02	27°07'24"	200.00	30.11	N18°24'30"W	279.78
12	42.22	09°11'12"	400.00	96.78	N18°24'30"W	30.93
13	42.22	09°11'12"	400.00	96.78	N18°24'30"W	30.93
14	46.43	06°11'12"	430.00	23.24	N18°24'30"W	46.16
15	133.88	88°45'12"	400.00	96.78	N18°24'30"W	30.93
16	120.89	88°45'12"	400.00	96.78	N18°24'30"W	30.93
17	140.00	88°45'12"	400.00	96.78	N18°24'30"W	30.93
18	222.12	45°44'24"	284.22	120.00	N18°24'30"W	221.17
19	222.12	45°44'24"	284.22	120.00	N18°24'30"W	221.17
20	203.17	45°44'24"	284.22	107.52	N18°24'30"W	187.85
21	43.88	24°43'48"	100.00	107.52	N18°24'30"W	244.45
22	30.27	24°43'48"	100.00	107.52	N18°24'30"W	244.45
23	24.18	24°43'48"	100.00	107.52	N18°24'30"W	244.45
24	31.30	09°20'12"	300.00	18.84	N18°24'30"W	28.24
25	124.33	09°20'12"	300.00	72.00	N18°24'30"W	124.88
26	47.28	09°20'12"	300.00	20.13	N18°24'30"W	42.55
27	46.98	09°20'12"	300.00	20.13	N18°24'30"W	42.55
28	31.47	90°09'48"	200.00	20.00	N18°24'30"W	28.32

**RECORDERS CERTIFICATE**  
 This plat was filed for record in the office of the Clerk and Recorder of Ouray County at 4:00 P.M. on the 23 day of OCTOBER 2000 with Reception No. 173387

*MARLENE GALT*  
 Ouray County Clerk and Recorder  
*Janice M. Handley*  
 Deputy

NOTICE: According to Colorado law, any deed containing any joint tenor based conveyance in this survey within three (3) years after you first discover such defect, is to extend only to the extent those joint tenor deed in this survey. The unrecorded deed has no effect against the title of the certificate shown herein.

FAIRWAY PINES ESTATES VILLAGE 6A	OURAY COUNTY, COLORADO
FAIRWAY PINES MANAGEMENT CO., INC.	MESA SURVEYING
DATE: 10/23/00	BY: [Signature]
FILED: 10/23/00	BY: [Signature]

OURAY COUNTY, COLORADO  
 FAIRWAY PINES ESTATES VILLAGE 6A  
 MESA SURVEYING  
 2000

# HOROSCOPES

FOR THE WEEK OF APRIL 2-8

**ARIES** March 21 - April 20  
*Things are not always what they seem, Aries. Keep this in mind when dealing or working with people you have never met. It may take some time to figure*

**TAURUS** April 21 - May 21  
*Taurus, asking a bunch of questions may not unveil the answers you were hoping for. You may not be asking the right questions. Keep forging ahead.*

**GEMINI** May 22 - June 21  
*The ability to listen is an important skill, Gemini. This ability is especially valuable when others come to you for advice. Listen intently and do your best to help.*

**CANCER** June 22 - July 22  
*Cancer, even if things do not entirely make sense this week, you can glean certain bits of information here and there that can help you to paint the bigger picture.*

**LEO** July 23 - August 23  
*Leo, imitation is the highest form of flattery. Keep a keen eye on someone you admire at work, and then try to mirror this person in your actions.*

**VIRGO** August 24 - September 22  
*Virgo, certain responsibilities may seem like a drain on your time. But right now you are not seeing how even small tasks can add up to big results in the end.*

**LIBRA** September 23 - October 23  
*Libra, certain battles cannot be won no matter how hard you try. Do not focus unnecessary energy on things that cannot be scaled. Direct your focus to more important projects.*

**SCORPIO** October 24 - November 22  
*A project you started may come to a screeching halt, Scorpio. This does not mean you should abandon it entirely. It just means you will have to take a brief hiatus and restart.*

**SAGGITARIUS** November 23 - December 21  
*Sagittarius, people naturally want to be around you, but sometimes you need to take a step back and focus on yourself. Clear your schedule for some personal time this week.*

**CAPRICORN** December 22 - January 20  
*Spring is a time of new beginnings, Capricorn. You may be presented with several new opportunities. Travel, a new job or even expanding your family may be in the cards.*

**AQUARIUS** January 21 - February 18  
*Aquarius, even if you do not have all the answers, you can take steps that address many of the changes that have occurred in your life lately.*

**PISCES** February 19 - March 20  
*Channel your creativity into projects that let you express yourself. Pisces. Artwork, writing and crafting are a few examples.*

# LEGAL NOTICES

Legal Notice No. 48264

**REQUEST FOR PROPOSAL**  
 2020 Class 6 and Chip Seal Cover Coat Material Purchase

Duress County is accepting sealed bids for the purchase of Class 6 and Chip Seal Cover Materials. Bid Packages can be downloaded from Duress County's website at [www.duresscountyco.gov](http://www.duresscountyco.gov).

For further information, please contact Bill Frawnfelger, Acting Duress County Road and Bridge Superintendent (OR) at 970-703-1058 or [bfrawnfelger@sehinc.com](mailto:bfrawnfelger@sehinc.com) and/or Chad Rilling at 970-318-0160 or [crilling@duresscountyco.gov](mailto:crilling@duresscountyco.gov). All questions shall be in writing and emailed to Bill Frawnfelger or Chad Rilling.

Submitted bids must be enclosed in a sealed envelope marked "2020 Purchase of Class 6 and Chip Seal Cover Materials" with the name of the bidder and mailed to Duress County Administration, P. O. Box C, Duress, Colorado, 81427, or delivered by courier to 112 Village Square West, Suite 220, Ridgway, CO 81432 no later than Thursday, April 23, at 4:00 p.m. Please return completed Attachment "A" (Company Information Sheet) and Attachment "B" (Gravel Pricing). Bids received after the time due will not be considered and will be returned to the bidder unopened.

Published: Duress County Plaindealer: April 2, 2020

Legal Notice No. 48265

**REQUEST FOR PROPOSAL**  
 2020 Gravel Crushing Services

Duress County is accepting sealed bids for 2020 gravel crushing services at the County's Celona Pit, which is owned by Duress County. Bid Packages can be downloaded from Duress County's website at [www.duresscountyco.gov](http://www.duresscountyco.gov).

For further information, please contact Bill Frawnfelger, Acting Duress County Road and Bridge Superintendent (OR) at 970-703-1058 or [bfrawnfelger@sehinc.com](mailto:bfrawnfelger@sehinc.com) and/or Chad Rilling at 970-318-0160 or [crilling@duresscountyco.gov](mailto:crilling@duresscountyco.gov). All questions shall be in writing and emailed to Bill Frawnfelger or Chad Rilling.

Submitted bids must be enclosed in a sealed envelope marked "2020 Gravel Crushing Services" with the name of the bidder and mailed to Duress County Administration, P. O. Box C, Duress, Colorado, 81427, or delivered by courier to 112 Village Square West, Suite 220, Ridgway, CO 81432 no later than Thursday, April 23, at 4:00 p.m. Please return completed Attachment "A" (Company Information Sheet) and Attachment "B" (Gravel Pricing). Bids received after the time due will not be considered and will be returned to the bidder unopened.

Published: Duress County Plaindealer: April 2, 2020

Legal Notice No. 48266

**HEARING NOTICE**

The Duress County Planning Commission has scheduled a hearing beginning at 4:30 p.m. on April 21, 2020 at the Duress County Land Use Office Conference Room (111 Mall Road, Ridgway, CO 81432). The purpose of the hearing is to review and make a recommendation to the Board of County Commissioners regarding a request by Labor Properties, LLC (High Pines Villas) for a Final Plat Amendment, to establish three (3) dwelling unit areas on Lot V611 (a 3-unit cluster lot) of Fairway Pines Estates PUD, Village 6A. This application is made under the provisions of Section 6.12 of the Duress County Land Use Code.

All associated documentation may be reviewed at the Land Use Office, 111 Mall Road, Ridgway, CO. Comments may be submitted in writing prior to the hearing and should be received no later than April 13, 2020. Mail comments to: Duress County Land Use Department, Attn: Colleen Henderson PO Box 28 Ridgway, CO 81432 or email to: [chenderoon@duresscountyco.gov](mailto:chenderoon@duresscountyco.gov). Alternatively, written and/or oral testimony will be taken at the public hearing.

Published: Duress County Plaindealer: April 2, 2020

Legal Notice No. 48267

**HEARING NOTICE**

The Duress County Planning Commission has scheduled a hearing beginning at 4:30 p.m. on April 21, 2020 at the Duress County Land Use Office Conference Room (111 Mall Road, Ridgway, CO 81432). The purpose of the hearing is to review and make a recommendation to the Board of County Commissioners regarding a proposed Final Plat Amendment of Fairway Pines Estates Village 6A, Cluster Lots V612 & V613. The purpose of the plat amendment is to eliminate the common lot line between the two parcels and to delineate building areas associated with the 6 units allowed on the property.

All associated documentation may be reviewed at the Land Use Office, 111 Mall Road, Ridgway, CO. Comments may be submitted in writing prior to the hearing and should be received no later than April 13, 2020. Mail comments to: Duress County Land Use Department, Attn: Bryan Sampson, P.O. Box 28, Ridgway, CO 81432 or email to: [bsampson@duresscountyco.gov](mailto:bsampson@duresscountyco.gov). Alternatively, written and/or oral testimony will be taken at the public hearing.

Published: Duress County Plaindealer: April 2, 2020

## JUMBLE

THAT SCRAMBLED WORD GAME

By David L. Hoyt and Jeff Knurek

Unscramble these Jumbles, one letter to each square, to form four ordinary words.

RIWTL

□ □ □ □ □

SEMSY

□ □ □ □ □

PSOOEP

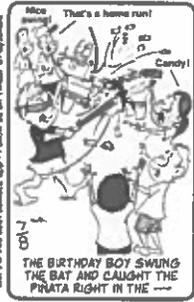
□ □ □ □ □

NEIYNT

□ □ □ □ □

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Answer here: □ □ □ □ □ □ □ □ □ □



Now arrange the circled letters to form the surprise answer, as suggested by the above cartoon.

## ANSWERS TO LAST WEEK'S PUZZLE

Jumbles: ROUGH LOGIC WINDOW FITTED  
 Answer: The new plumber was very easy to get along with and happy to — GO WITH THE FLOW



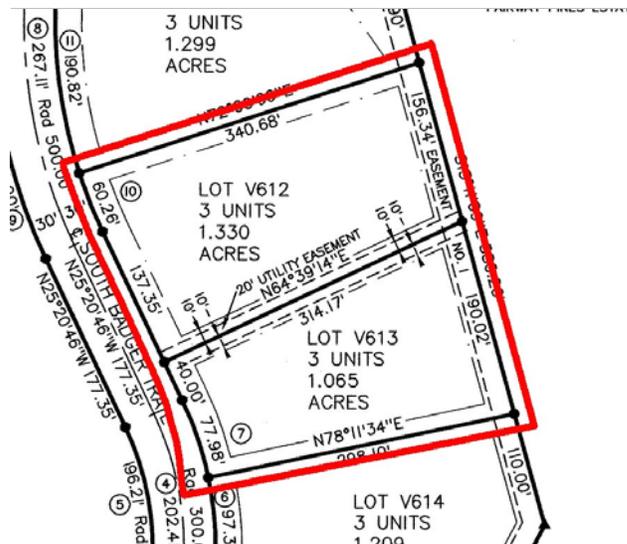
**LAND USE DEPARTMENT  
STAFF REPORT  
April 21, 2020**

**Application:** Plat Amendment – Fairway Pines Estates Village 6A, Cluster Lots V612 & V613  
**Owner of Property(s):** Honey Badger Development, LLC  
**Zoning:** South Mesa  
**Case Manager:** Bryan Sampson

**Request**

This application seeks to eliminate the property line between Lots V612 & V613, within Fairway Pines Estates Village 6A, and then also establish the building areas for each of the 6 allowed units:

**Current Configuration**



**Proposed Configuration**



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

**Background/History:**

Fairway Pines Estates, Village 6A (including the subject lots, V612 & V613) was final platted in October of 2000 and the approved plat recorded at Reception No. 173387. Per the approved plat, the subject cluster lots are a legally platted lot and vested with 6 units of total

density (3DU on each of the existing lots). The purpose of the proposed plat amendment is to eliminate the common property line between the parcels (thereby creating 1 single parcel) and also for the purpose of defining the building locations, access, easements, driveway(s), etc., as well as certain elements required by CCIOA or the Colorado Common Interest Ownership Act.

### **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 March 20, 2020.

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

On April 4, 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 April 2, 2020, satisfying Section 6.12C3b.

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

At the time of writing this report, there have not been any comments submitted to Staff. If any comments are submitted subsequent to the distribution of this report, they will be provided to the Planning Commission and/or BOCC at the meeting.

### **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, 6 and 7 of the Land Use Code. Note – Sewage disposal is to be

achieved by utilization of the Fairway Pines Sanitation District with a holding tank installed for each unit.

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:** Staff has reviewed the provisions in the covenants and plat, and has not found that this amendment would be contrary to them. The Applicant has also provided a letter of approval from the HOA.

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:** The initial plat for this development included these cluster lots, and as such, it can be assumed that the compatibility with surrounding land uses was contemplated at the time of that initial approval. None the less, it is Staff's opinion that the proposed use will not affect surrounding property owners or land uses in a substantial manner, nor will it adversely affect the public interest.

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

**STAFF RESPONSE:** Again, these lots were initially platted as cluster lots & there is no additional density being gained by this application. It is, therefore, Staff's opinion that approval of this application would not confer a special benefit upon any person.

### **Planning Commission Review:**

This application is tentatively scheduled to be reviewed by the Planning Commission on April 21, 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 Applicant shall revise the BOCC signature block to reflect the current year (2020, instead of 2019), and shall also revise the name of the BOCC Chair accordingly.
3. 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.
4. Prior to signature by the Chair of the BOCC, the Applicant shall ensure that all other signature blocks have been properly signed (everything except the BOCC and Clerk/Recorder signature blocks).
5. All applicable conditions, rules, and regulations within the enforceable HOA covenants, the Fairway Pines Plat(s), and the Ouray County Land Use Code shall remain in effect.
6. Prior to signature by the Board of County Commissioners, the Applicant shall pay all outstanding property taxes and any applicable special assessments.

## **EXHIBIT LIST**

**EXHIBIT A – VICINITY MAP**

**EXHIBIT B – APPLICATION MATERIALS**

**EXHIBIT C – PROPOSED PLAT**

**EXHIBIT D – CURRENT PLAT**

**EXHIBIT E – PUBLIC NOTICE**

**EXHIBIT F – AFFECTED PROPERTY OWNER RESPONSES (IF ANY)**

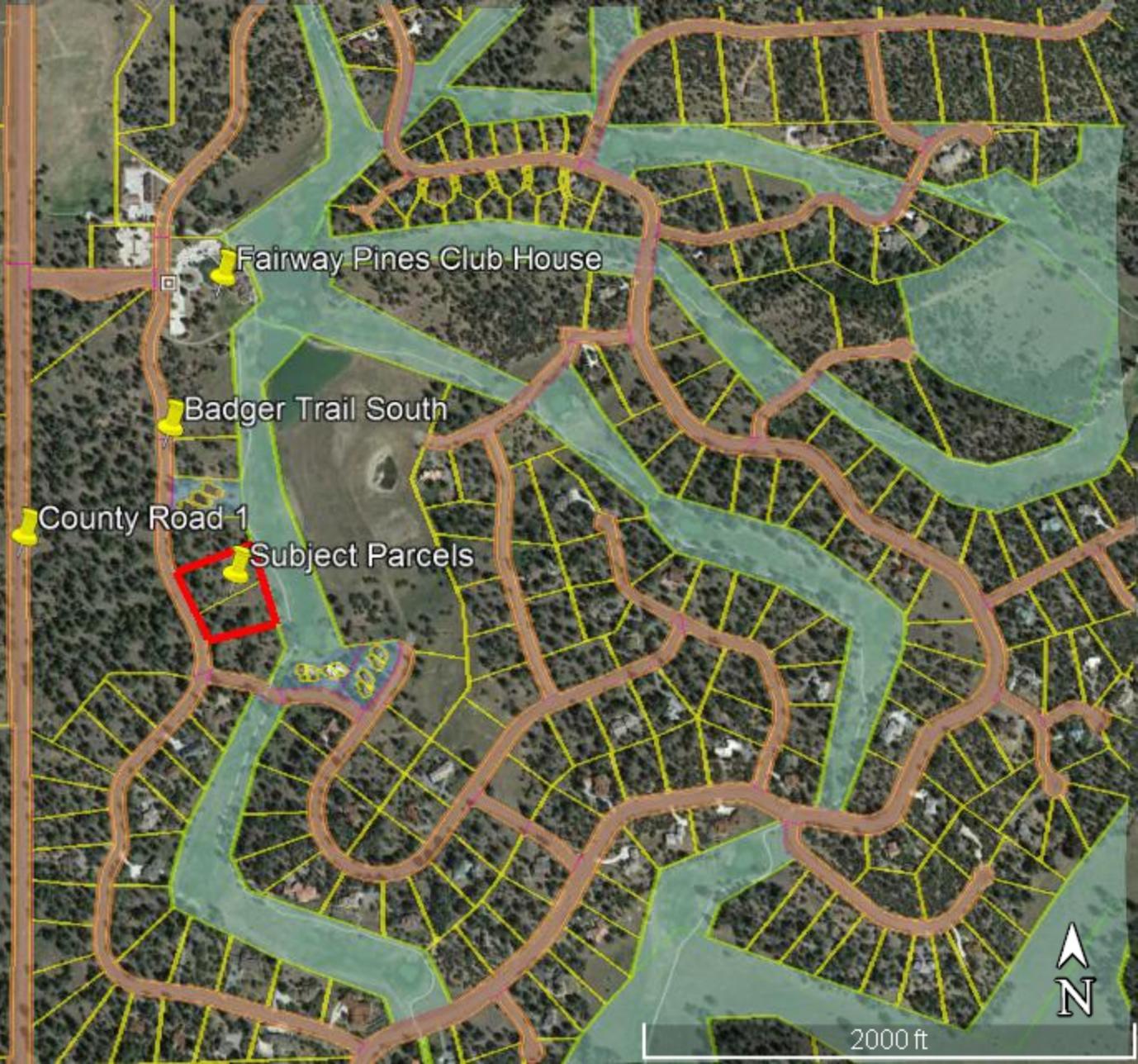
**EXHIBIT G – OTHER PUBLIC COMMENT RECEIVED (IF ANY)**

**EXHIBT A**

**VICINITY MAP**

# Vicinity Map

Cimarron View Townhomes II



Fairway Pines Club House

Badger Trail South

County Road 1

Subject Parcels

Google Earth

© 2020 Google



2000 ft

**EXHIBT B**

**APPLICATION MATERIALS**

## **PLAT AMENDMENT APPLICATION**

### **FAIRWAY PINES CLUSTER LOTS**

**PARCEL # 425736113004 (Lot V612) & PARCEL # 425736113005 (Lot V613)**

#### **Narrative:**

The amendment is necessary to comply with the CCRs (Reception #162227 Dated 7/17/96 2:30 pm by Ouray County Clerk and recorder) of Fairway Pines for sale of individual units on a designated Cluster Lot. Specifically Section 5:c follows:

- (i) The individual dwellings within each Cluster Lot shall be designated and referred to as units within the Cluster Lot so that dwellings thereon will be described for purposes of legal descriptions as "Cluster Lot \_\_\_\_, Unit \_\_\_\_, Fairway Pines Estates. No part of a Cluster Lot or a unit therein may be further partitioned between or among the Owners thereof.
- (ii) The declarant or its successor in title (Randal Collins, Honey Badger Development LLC) to the Cluster Lot shall file for record either separately or as a part of the PUD plat a map for each Cluster Lot specifying the location thereof and the approximate location of .....(see attached CCR's and map)
- (iii) After the approval of the BOCC of Ouray County of the map aforesaid of the Cluster Lot, and the recording of such map as approved, the owner of the Cluster Lot shall be entitled to sell the individual units within the cluster lot to individual owners and to transfer title by deed to the units; Likewise the property not encompassed within the units for dwelling purposes shall be conveyed to the applicable sub-association for the administration as common area as herein provided.
- (iv) Each unit shall be deemed to be a separate parcel and shall be subject to separate and taxation by the Ouray County assessor and ....(see attached CCR's)

The Architectural Review Committee of the Fairway Pines POA has approved the site plan and units (see attachment #2.)

The properties within 500 ft of the subject property are as follows:

FAIRWAY PINES ESTATES OWNERS ASSOCIATION PO BOX 151 RIDGWAY, CO 81432	MAYERS EDWARD R 2761 CHEYENNE DR GRAND JUNCTION, CO 81503	HAMMOCK ROBERT L557 BEAR CUB DRIVE #D RIDGWAY, CO 81432
WIGGINS MICHAEL 557 BEAR CUB DRIVE #C RIDGWAY, CO 81432	PAUL & LINDA POMEROY 443 REMINGTON DRIVE E HIGHLAND VILLAGE, TX 75077-400	WINTERSHANNON 557 BEARCUB DRIVE, UNIT A RIDGWAY CO 81432
VEUM GAYLE J 51 RED FOX LANE UNIT D RIDGWAY, CO 81432	TIM J MANZAGOL & SHEILA FINCH MANZAGOL 1994 TRUST PO BOX 950 RIDGWAY, CO 81432	PRATER ANETHA 51 RED FOX LANE, UNIT A RIDGWAY, CO 81432
JOHN G HURST REVOCABLE TRUST 1116 49TH AVE GREELEY, CO 80634	THOMPSON JONATHAN PO BOX 3049 TELLURIDE, CO 81435	WRIGHT BRUCE L PO BOX 3487 TELLURIDE, CO 81435
JENSEN TIMOTHY R 442 S BADGER TRAIL RIDGWAY, CO 81432	HADAC/SIMON 412 S BADGER TRAIL RIDGWAY, CO 81432	TAYLOR DARWIN PO BOX 1347 RIDGWAY, CO 81432
KRENZ DOUGLAS V 87 BROAD COVE DRIVE MONTGOMERY, TX 77356	SHELLEY CHANDLER PO BOX 3987 TELLURIDE, CO 81435	VOLGAMORE CHRISTOPHER 21036 FRUIT GROWERS ROAD AUSTIN, CO 81410
SCOVILLE CHARLES A PO BOX 701 RIDGWAY, CO 81432	CLAVES INSULIE LLC PO BOX 1033 GILBERT, AZ 85299	LOLLAR PROPERTIES LLC 2424 HUBBARD RD COLUMBUS, GA 31904
STEARNS LINDA 115 DYLAN DRIVE RIDGWAY, CO 81432	CV INVESTMENTS INC 38 ANTLER PLACE RIDGWAY, CO 81432	SHEPARD LORI 596 S BADGER TRAIL RIDGWAY, CO 81432
HERITAGE INN & SUITES OF KANSAS CITY INC 4520 36TH AVENUE S FARGO, ND 58104	DIVIDE GOLF LLC PO BOX 1447 DILLON, CO 80435	CV INVESTMENTS INC RANDAL L COLLINS 38 ANTLER PLACE RIDGWAY, CO 81432
OURAY COUNTY OURAY COUNTY COURT HOUSE PO BOX BIN C OURAY, CO 81427	HERITAGE INN & SUITES OF KANSAS CITY INC 4520 36TH AVENUE S FARGO, ND 58104	

These owners will be duly informed as per the notification process. In addition, this application asks to vacate the lot line between Lot V612 and Lot V613. This will allow for greater separation between the units. The end result allows for

more options for the trenching necessary for utilities; less tree removal, greater fire mitigation, and easier emergency vehicle access. The Sub-Association would cover 6 units instead of 3 which would give residents better purchasing power for services such as snow removal.

by the Architectural Control Committee. The Owner may also construct one garage attached to or within fifteen (15) feet of the residence, provided said garage is constructed of suitable material and design so as to be aesthetically compatible with the dwelling and approved by the Board of Directors or its Architectural Control Committee.

b. Commercial. Lots designated on the PUD recorded plat and filings as "commercial" shall be used and occupied only for commercial purposes as above defined. The commercial Lots specified and the plat are subject to declarant's right to substitute other or additional commercial lots as may be permitted within the PUD process. All provisions of this Declaration are applicable to the commercial Lots except that the covenants (Article V §3 and §5) limiting the use of Lots to residential occupancy are not applicable to commercial Lots; furthermore, signage is governed by the Board of Directors or the Architectural Control Committee and are not absolutely prohibited on commercial Lots. In all other respects, the Owners of commercial Lots are subject to the terms and conditions of this Declaration, membership in the Association and obligation for assessments and assessment liens as herein provided.

c. Cluster Lots. The Cluster Lots of the subdivision are designated as such on the PUD filings and recorded plat. The Cluster Lots specified and the plat are subject to declarant's right to substitute other or additional Cluster Lots as may be permitted within the PUD process. All the provisions of this Declaration are applicable to Cluster Lots and the individual dwellings therein and, in addition, the following further covenants, conditions and restrictions apply exclusively to Cluster Lots; namely:

(i) The individual dwellings within each Cluster Lot shall be designated and referred to as units within the Cluster Lot so that dwellings thereon will be described for purposes of legal descriptions as "Cluster Lot \_\_\_\_, Unit \_\_\_\_.

Fairway Pines Estates". No part of a Cluster Lot or a unit therein may be further partitioned between or among the Owners thereof.

(ii) The Declarant or its successor in title to the Cluster Lot shall file for record either separately or as a part of the PUD plat a map for each Cluster Lot specifying the location thereof and the approximate location, the designation and linear dimensions of each unit therein as well as driveways and any shared sewage disposal systems. The map shall contain a certification that it fully and accurately depicts the layout, measurements and location of the proposed buildings and improvements, the unit designations and the dimensions of each unit; however, the Declarant hereby reserves unto itself and its successor in title to the Cluster Lot the right, from time to time, without the consent of any unit Owner being required, to amend the map and any supplements thereto, to conform them to the actual location of any of the constructed improvements, to establish, except with reference to the golf course and its use, easements, drainage, and encroachments, to vacate and relocate easements, driveways and joint property. The actual location of a unit shall be deemed conclusively to be the property intended to be occupied by the dwelling thereon situate and conveyed to the Owner thereof notwithstanding any minor deviations from the location thereof indicated on said map.

(iii) After the approval by the Board of County Commissioners of Ouray County of the map aforesaid of the Cluster Lot, and the Recording of such map as approved, the Owner of the Cluster Lot shall be entitled to sell the individual units within the Cluster Lot to individual Owners and to transfer title by deed to the units; likewise, the property not encompassed within the units for dwelling purposes shall be conveyed to the applicable Sub-Association for administration as common area as herein provided.

(iv) Each unit shall be deemed to be a separate

parcel and shall be subject to separate assessment and taxation by the Ouray County assessor and each assessing unit and special district represented by the assessor's office including ad valorem levies and lawful special assessments. The property titled to the Sub-Association shall likewise be considered a separate parcel subject to separate assessment. The lien for taxes assessed to any unit and the property owned by the Sub-Association shall be confined to such unit and the property of the Sub-Association. In the event that such taxes or assessments for any year are not separately assessed as herein contemplated but rather are assessed on the Cluster Lot as a whole, then each Owner and the Association shall pay his proportionate share thereof, and, in said event, such taxes or assessments shall be a common expense of the Sub-Association.

(v) Each Owner of a unit within a Cluster Lot may use the property of the Sub-Association in accordance with the purpose for which the property is intended, without hindering or encroaching upon the lawful rights of the other Owners. Such use may be to the exclusion of the other Owners within the subdivision who do not own a unit within a Cluster Lot. The Sub-Association may from time to time adopt rules and regulations governing the use of the property of the Sub-Association so long as they are uniform and non-discriminatory among the persons entitled to use such property.

(vi) Two or more units within each Cluster Lot may be served by a single engineered on site sewage disposal system. Such shall be subject to the provisions of this Declaration. The repair, maintenance and upkeep of these systems shall be the joint responsibility of the Owners of the units within the Cluster Lot served by such system. In the event the Sub-Association is unable to manage or administer shared on site sewage disposal systems because of a deadlock of the Owners of units within the Cluster Lot, the Association may take jurisdiction and make the decisions necessary to administer such

18

162227  
OURAY COUNTY



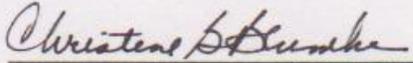
**FAIRWAY PINES ESTATE OWNERS ASSOCIATION**

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**TO: Ouray County Building Department**  
**DATE: September 3, 2019**  
**RE: New Construction – South Badger Trail**

**This letter will confirm that Randy Collins and Deb Harrison have approval of the Architectural Review Committee of Fairway Pines to move forward with their construction plans on V-612 as platted, and Lot V-613 as re-platted, (pending approval of the property line negation by Ouray County) per their revised drawings submitted to ARC on August 29, 2019**

**Thank you**



cell: 303-478-2335  
*Electronic signature*

**Christene B. Blumke**  
**FPOEA ARC Chair**

From: <[noreply@certifiedpayments.net](mailto:noreply@certifiedpayments.net)>  
Date: Sun, Mar 15, 2020 at 4:32 PM  
Subject: Certified Payments - Digital Receipt  
To: <[honeybadgerdevelopment18@gmail.com](mailto:honeybadgerdevelopment18@gmail.com)>

PAYMENT HAS BEEN APPROVED

This email is to notify you that your credit card payment has been approved for Ouray Co, CO Property Tax WEB.

Payment Detail Receipt Created: 03/15/2020 5:30:11 PM  
Bureau: 2578809 / Ouray Co, CO Property Tax WEB

Payment Detail

Payment ID: 100201316163  
Date/Time: 03/15/2020 5:24:02 PM  
Amount: \$156.57  
Conv. Fee: \$3.76  
Surcharge: \$0.00  
Transaction Type: Payment

Payment Method

Card Type: Visa  
Auth Response: 015692  
Origination: Internet  
Outcome: Complete

Billing Information

First Name: Honey Badger Development  
Middle Name:  
Last Name: LLC  
Name Suffix:  
Address: 2103 Leah Ln  
City: MONTROSE  
Postal Code: 81401  
State: CO  
Country: US  
Telephone: 9702090336  
Email Address: [honeybadgerdevelopment18@gmail.com](mailto:honeybadgerdevelopment18@gmail.com)

Additional Information

Property Tax Account Number: R005030  
Payments: Property Tax  
FirstName: Honey Badger Development  
MiddleName:  
LastName: LLC  
NameSuffix:

Address: 524 Badger Trail South

Address2:

City: RIDGWAY

State: CO

PostalCode: 81432

Country: US

Telephone: 9072090336

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## LAND TITLE GUARANTEE COMPANY

Date: August 29, 2019

Subject: Attached Title Policy HONEY BADGER DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY for TBD & TBD BADGER TRAIL SOUTH, RIDGWAY, CO 81432

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Final Policy Team at (303) 850-4158 or [finals@ltgc.com](mailto:finals@ltgc.com)

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



# OWNER'S POLICY OF TITLE INSURANCE

ANY NOTICE OF CLAIM AND ANY OTHER NOTICE OR STATEMENT IN WRITING REQUIRED TO BE GIVEN TO THE COMPANY UNDER THIS POLICY MUST BE GIVEN TO THE COMPANY AT THE ADDRESS SHOWN IN SECTION 18 OF THE CONDITIONS.

## COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, (the "Company"), insures, as of Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; This covered Risk includes but is not limited to insurance against loss from
  - a. A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - b. The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - c. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection

if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A. The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

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

Senior Vice President



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

By *C. Monroe* President  
Attest *David Wold* Secretary



## EXCLUSIONS FROM COVERAGE

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

- (1)(a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection; or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5. (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
- (2) Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
- (3) Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
- (4) Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
- (5) Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b) or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured.
      - (2) if the grantee wholly owns the named Insured.
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes
  - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "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, avenue, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A. "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

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

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be

liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

#### **4. PROOF OF LOSS**

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

#### **5. DEFENSE AND PROSECUTION OF ACTIONS**

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

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

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

#### **6. DUTY OF INSURED CLAIMANT TO COOPERATE**

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

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

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

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

(a) To Pay or Tender Payment of the Amount of Insurance. To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in the subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

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

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

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay. Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### **8. DETERMINATION AND EXTENT OF LIABILITY**

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

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

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

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

- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

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

## **9. LIMITATION OF LIABILITY**

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

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

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

## **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

## **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

## **12. PAYMENT OF LOSS**

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

## **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

## **14. ARBITRATION**

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

## **15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT**

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

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

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

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

## **16. SEVERABILITY**

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

## **17. CHOICE OF LAW; FORUM**

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

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

## **18. NOTICES, WHERE SENT**

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

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

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

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

**Order Number:** OU85005373

**Policy No.:** OX85005373.902666

**Amount of Insurance:** \$54,268.40

**Property Address:**

TBD & TBD BADGER TRAIL SOUTH, RIDGWAY, CO 81432

**1. Policy Date:**

October 31, 2018 at 5:00 P.M.

**2. Name of Insured:**

HONEY BADGER DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

A Fee Simple

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

HONEY BADGER DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

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

LOTS V612 AND V613, FAIRWAY PINES ESTATES VILLAGE 6A, ACCORDING THE PLAT RECORDED OCTOBER 23, 2000 AT RECEPTION NO. [173387](#), COUNTY OF OURAY, STATE OF COLORADO

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**Old Republic National Title Insurance Company**

**(Schedule B)**

Order Number: OU85005373

Policy No.: OX85005373.902666

**This policy does not insure against loss or damage by reason of the following:**

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
6. 2018 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
7. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED JUNE 03, 2011, IN BOOK 64 AT PAGE [271](#); SEPTEMBER 23, 1912 IN BOOK 64 AT PAGE [317](#) AND JULY 26, 1915 IN BOOK 64 AT PAGE [424](#).
8. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF LOGHILL CREST RECORDED AUGUST 04, 1978 UNDER RECEPTION NO. [125033](#); SUBSEQUENTLY CONVEYED TO LOGHILL VILLAGE INVESTORS, LTD. IN INSTRUMENT RECORDED NOVEMBER 5, 1991 IN BOOK 208 AT PAGE [844](#) AND QUIT CLAIM DEED RECORDED JULY 10, 1997 AT RECEPTION NO. [164646](#) AND [164647](#).
9. ALL OIL, GAS AND MINERAL RIGHTS AS RESERVED IN THE INSTRUMENTS RECORDED AUGUST 16, 1979 IN BOOK 190 AT PAGE [767](#); RECORDED JULY 24, 1980 IN BOOK 196 AT PAGE [186](#); OCTOBER 6, 1989 IN BOOK 202 AT PAGE [909](#); MARCH 2, 1987 IN BOOK 210 AT PAGE [47](#); AND CONVEYED IN INSTRUMENT RECORDED OCTOBER 6, 1992 IN BOOK 224 AT PAGE [25](#).

**Old Republic National Title Insurance Company**

**(Schedule B)**

**Order Number:** OU85005373

**Policy No.:** OX85005373.902666

10. 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, UNDER RECEPTION NO. [150511](#); AND AS AMENDED IN INSTRUMENT RECORDED SEPTEMBER 11, 1992, UNDER RECEPTION NO. [151656](#); AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 6, 1994, UNDER RECEPTION NO. [157753](#); AND AS AMENDED IN INSTRUMENT RECORDED JUNE 29, 1995 UNDER RECEPTION NO. [159647](#); AND AS AMENDED IN INSTRUMENT RECORDED JULY 17, 1996 UNDER RECEPTION NO. [162227](#); AND AS AMENDED IN INSTRUMENT RECORDED JULY 22, 1996 UNDER RECEPTION NO. [162268](#); AND AS AMENDED IN INSTRUMENT RECORDED DECEMBER 23, 1997 UNDER RECEPTION NO. [165843](#); AND AS AMENDED IN INSTRUMENT RECORDED FEBRUARY 22, 1999 UNDER RECEPTION NO. [168981](#); AND AS AMENDED IN INSTRUMENT RECORDED JUNE 18, 1999 UNDER RECEPTION NO. [169881](#); AND AS AMENDED IN INSTRUMENT RECORDED MAY 31, 2001 UNDER RECEPTION NO. [174891](#); AND AS AMENDED IN INSTRUMENT RECORDED FEBRUARY 19, 2004 UNDER RECEPTION NO. [183960](#); AND AS AMENDED IN INSTRUMENT RECORDED DECEMBER 29, 2005 UNDER RECEPTION NO. [190166](#); AND AS AMENDED IN INSTRUMENT RECORDED SEPTEMBER 27, 2007 UNDER RECEPTION NO. [196142](#); AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 22, 2007 UNDER RECEPTION NO. [196324](#); AND AS AMENDED IN INSTRUMENT RECORDED JULY 22, 2008 UNDER RECEPTION NO. [198300](#); AND AS AMENDED IN INSTRUMENT RECORDED JULY 22, 2008 UNDER RECEPTION NO. [198301](#); CERTIFICATION OF RESULTS RECORDED SEPTEMBER 11, 2008 AT RECEPTION NO. [198636](#); AND AS AMENDED IN INSTRUMENT RECORDED SEPTEMBER 11, 2008 UNDER RECEPTION NO. [198637](#); AND IN FIRST RESTATEMENT RECORDED NOVEMBER 13, 2008 UNDER RECEPTION NO. [199474](#); AS AMENDED IN INSTRUMENT RECORDED JUNE 2, 2010 UNDER RECEPTION NO. [203232](#); AS AMENDED BY INSTRUMENT RECORDED AUGUST 5, 2013 UNDER RECEPTION NO. [210505](#); AS AMENDED BY INSTRUMENT RECORDED SEPTEMBER 11, 2013 UNDER RECEPTION NO. [210748](#); AND AS AMENDED BY INSTRUMENT RECORDED SEPTEMBER 13, 2016 UNDER RECEPTION NO. [216942](#).
11. TERMS, CONDITIONS AND PROVISIONS OF SUBDIVISION WATER SERVICE AGREEMENT RECORDED JULY 12, 1990 IN BOOK 215 AT PAGE [831](#).
12. NOTICE OF RESERVATION OF GROUNDWATER AND CONSENT TO WITHDRAW GROUNDWATER AS RECORDED IN INSTRUMENT BY LOGHILL VILLAGE INVESTORS, LTD. RECORDED SEPTEMBER 7, 1993 IN BOOK 227 AT PAGE [417](#); QUIT CLAIM DEED FROM LOGHILL VILLAGE INVESTORS LTD. TO FAIRWAY PINES GOLF PARTNERS LTD. RECORDED JANUARY 22, 1996 UNDER RECEPTION NO. [161121](#).
13. TERMS & CONDITIONS OF THE OURAY COUNTY WEED MANAGEMENT RESOLUTION RECORDED AUGUST 8, 1997 UNDER RECEPTION NO. [164857](#).
14. RESOLUTION ON DEVELOPMENT OF CLUSTER LOTS BY THE COUNTY OF OURAY DATED SEPTEMBER 9, 1994 AND RECORDED OCTOBER 17, 1997 UNDER RECEPTION NO. [165370](#).
15. 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 UNDER RECEPTION NO. [169504](#).
16. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE RECORDED PLAT OF FAIRWAY PINES ESTATES FILING 6A FILED OCTOBER 23, 2000 UNDER RECEPTION NO. [173387](#).

**Old Republic National Title Insurance Company**

**(Schedule B)**

**Order Number:** OU85005373

**Policy No.:** OX85005373.902666

17. RESERVATION OF ALL OIL, GAS AND MINERAL RIGHTS BY THE PINES DEVELOPMENT GROUP, LLC, ON DEED RECORDED FEBRUARY 22, 2001 UNDER RECEPTION NO. [174167](#).
  18. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF ALTA/ACSM LAND TITLE SURVEY RECORDED SEPTEMBER 01, 2006 UNDER RECEPTION NO. [192769](#).
  19. TERMS, CONDITIONS AND PROVISIONS OF THE CLUBHOUSE AT FAIRWAY PINES CLUB RULES REGULATIONS RECORDED DECEMBER 04, 2007 AT RECEPTION NO. [196659](#).
  20. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION #2008-053 AS EVIDENCED BY MINUTES OF BOARD OF COUNTY COMMISSIONERS MEETING RECORDED OCTOBER 15, 2008 AT RECEPTION NO. [199267](#).
  21. TERMS, CONDITIONS AND PROVISIONS OF APPLICATION FOR SERVICE AGREEMENT WITH DALLAS CREEK WATER COMPANY RECORDED JANUARY 16, 2009 AT RECEPTION NO. [199804](#). (LOTS V612, V613 AND V614)
  22. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF RESOLUTION NO. 2012-02, RECORDED APRIL 10, 2012, UNDER RECEPTION NO. [207238](#).
  23. TERMS, CONDITIONS, STIPULATIONS, OBLIGATIONS AND PROVISIONS OF RESOLUTION NO. 2015-012, RECORDED MAY 27, 2015, UNDER RECEPTION NO. [214080](#).
  24. TERMS, CONDITIONS AND PROVISIONS OF APPLICATION FOR SERVICE AGREEMENT WITH DALLAS CREEK WATER COMPANY, INC. RECORDED OCTOBER 30, 2017 AT RECEPTION NO. [219738](#). (LOT V613)
  25. TERMS, CONDITIONS AND PROVISIONS OF APPLICATION FOR SERVICE AGREEMENT WITH DALLAS CREEK WATER COMPANY, INC. RECORDED OCTOBER 30, 2017 AT RECEPTION NO. [219739](#). (LOT V612)
- ITEM NO. 4 OF THE STANDARD EXCEPTIONS IS HEREBY DELETED.

**EXHIBT C**

PROPOSED PLAT

# Cimarron View Townhomes II - Cluster Lot V612 and V613

## A Plat Amendment of Lot V610 Fairway Pines Estates Village 6A

### Located in the Southeast 1/4 of Northwest 1/4 Section 36, T46N, R9W, NMPM

### County of Ouray, State of Colorado

**CERTIFICATE OF OWNERSHIP AND DEDICATION:**

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned, being the owners of the following described real property, hereby declares and executes the Subdivision Plat of CIMARRON VIEW TOWNHOMES II- CLUSTER LOT V612 AND V613, County of Ouray, State of Colorado, as Follows:

1. DESCRIPTION: Lot V612 and V613, Fairway Pines Estates 6A, County of Ouray, State of Colorado.

IN WITNESS WHEREOF, the Owner, as declarant has executed this Map effective this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ as (Effective Date).

The Owners hereby dedicate perpetual easements over the General Common Elements and Units, as shown hereon, for the use of public utility suppliers, for the installation and maintenance of utility facilities, including but not limited to, electric lines, telephone lines, water and sewer lines, together with a perpetual right of ingress and egress for installation, maintenance, and replacement of such lines. Said easements and rights shall be utilized in a reasonable and prudent manner.

By \_\_\_\_\_  
Randall Collins, as \_\_\_\_\_ of Honey Badger Development, LLC

By \_\_\_\_\_  
Deborah Harrison, as \_\_\_\_\_ of Honey Badger Development, LLC

By \_\_\_\_\_  
Colleen Holt, as \_\_\_\_\_ of Honey Badger Development, LLC

By \_\_\_\_\_  
Michael Holt, as \_\_\_\_\_ of Honey Badger Development, LLC

Honey Badger Development, LLC, hereby consents to the provisions of this map of the Plat Amendment of Lot V612 and V613, Fairway Pines Estates Village 6A.

**ACKNOWLEDGEMENT:**

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

The foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by Randy Collins, as \_\_\_\_\_ of Honey Badger Development, LLC.

Witness my hand and official seal.

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

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

**ACKNOWLEDGEMENT:**

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

The foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by Deborah Collins, as \_\_\_\_\_ of Honey Badger Development, LLC.

Witness my hand and official seal.

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

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

**ACKNOWLEDGEMENT:**

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

The foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by Colleen Holt, as \_\_\_\_\_ of Honey Badger Development, LLC.

Witness my hand and official seal.

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

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

**ACKNOWLEDGEMENT:**

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

The foregoing document was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2020 by Michael Holt, as \_\_\_\_\_ of Honey Badger Development, LLC.

Witness my hand and official seal.

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

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

**UNRECORDED DITCH EASEMENTS**

The property shown hereon may be subject to recorded or unrecorded ditch easements. Pursuant to the provisions of C.R.S. §§37-84-101; 37-86-102 and 37-86-103, the owner(s) of the ditch, or the water transported in such ditch, has the right and obligation to maintain such ditch and is entitled to a right-of-way through the property for such purpose and to transport such water. Pursuant to Ouray County Ordinance 01-01, all owners of any parcel or lot created by this plat are notified that no water may be removed from such ditch(es) unless the owner of the parcel or lot also has specific ownership of water from the ditch. The flow of such water shall not be obstructed in any way.

**ENGINEERED SEPTICS/FOUNDATIONS**

A site-specific geotechnical subsurface exploration is required to be prepared and stamped by a Colorado registered professional engineer and shall be required to be submitted by an owner prior to the issuance of a building permit for any foundation or septic system (ISDS). Based upon such evaluation for potential construction of any foundation and/or ISDS, recommended mitigation provisions shall be required, that have been designed, inspected, and approved by a Colorado Registered Professional Engineer. Septic systems shall not be placed within any drainage area on any lot.

**FEMA PLAT NOTE**

Site has no known 100-year flood areas as identified by FEMA.

**RIGHT TO FARM AND RANCH**

Per CRS 35-3.5-101, Ouray County has created an Agricultural Review Board and adopted regulations regarding the right to farm and ranch. The purpose of these regulations is to protect qualifying farmers and ranchers from nuisance lawsuits filed by individuals who move into a rural area where normal farming and ranching operations exist, and who later use nuisance actions to attempt to stop those ongoing operations. For additional information please refer to the aforementioned statute or Ouray County Ordinance 01-01 adopted July 23, 2001.

**NON-BUILDABLE AREA(S)**

The land outside of the designated building area is non-buildable area and shall not be further subdivided, developed, or improved and no buildings, structures, or other improvements shall be constructed or erected in such area, except Colorado Division of Parks and Wildlife – approved fences, and / or below-ground utilities with proper permitting.

**COLORADO DIVISION OF PARKS & WILDLIFE**

Fencing on all lots shall be kept to a minimum. Any new fencing shall be directly adjacent to a house to contain pets, propane tanks, etc. or adjacent to a barn or livestock. Homeowners shall be required to store refuse in a bear-resistant trash can. Special attention shall be paid to prevent dogs from running at large. Such prevention may include dogs being kept in a house, kennel, or small yard, adjacent to the home unless under direct control of the owner.

**VISUAL IMPACT CORRIDOR**

Any construction in the Cimarron View Townhomes may be subject to Ouray County Visual Impact Regulations.

**CONSTRUCTION NOTE**

Any construction within the Cimarron View Townhomes development may be subject to any applicable Fairway Pines Estates covenants and architecture guidelines.

**ADDITIONAL SUBDIVISION**

No further subdivision of the lot/parcel shall be allowed.

**OPEN SPACE RESTRICTIONS**

No additional development or construction in the designated open space shall be allowed, with the exception of below-ground utilities with proper permitting.

**SIGNATURES OF LIEN HOLDERS**

**Certificate of Lienholders or Mortgagee**

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

By: \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_

**TITLE COMPANY CERTIFICATE**

The undersigned, as a duly authorized representative of the \_\_\_\_\_ hereby certifies that I have examined the title of all of the land herein platted and shown on this plat and that the title to the land shown is free and clear of all liens and encumbrances except as described in alta commitment order No. \_\_\_\_\_ effective date \_\_\_\_\_, 20\_\_\_\_:00\_\_\_\_m.

**BOARD OF COUNTY COMMISSIONERS APPROVAL**

Approval of Board of County Commissioners

Having ascertained that the conditions of approval of this plat have been satisfactorily completed on this \_\_\_\_ day of \_\_\_\_\_, 2019, the Board of County Commissioners of Ouray County, Colorado approves this plat for recording by the Ouray County Clerk and Recorder. This approval does not extend to the design of utilities, roads or any other services and does not constitute acceptance of roads, utilities or other services by Ouray County for maintenance. Further, the Board of County Commissioners of Ouray County, Colorado hereby accepts any dedications to the public of the road(s), easement(s), etc. as may be shown hereon.

\_\_\_\_\_  
John E. Peters, Chairperson

ATTEST:

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

**TREASURER**

I certify that as of today, there are no delinquent taxes due, nor are there any tax liens, against the property described herein or any part thereof, and that all current taxes and special assessments have been paid in full.

\_\_\_\_\_  
OURAY COUNTY TREASURER

**SURVEYOR'S CERTIFICATE:**

I, Peter C. Sauer, being a Registered Land Surveyor in the State of Colorado do hereby certify that this Cimarron View Townhomes Cluster Lot V610 – Amendment to Plat of Lot V610 Fairway Pines Estates Village 6A was prepared under my direct supervision, responsibility and checking; (ii) is true and accurate to the best of my knowledge and belief; and (iii) is clear and legible; (iv) contains all the information required by C.R.S. 38-33.3-209; and (v) that all monuments and markers were set as required by Articles 50 and 51 of Title 38 C.R.S. and conforms to all requirements of the Colorado Revised Statutes, and all applicable County of Ouray regulations.

Dated \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Peter C Sauer  
License No. 38135

**ATTORNEY'S CERTIFICATE:**

I, \_\_\_\_\_, an attorney at law duly, licensed to practice in the State of Colorado, do hereby certify the following: (i) that I have examined the title of all land herein platted and that title to such land is in the dedicator(s) and Owners, and that the property dedicated hereon has been dedicated free and clear of all liens and encumbrances, except for those exceptions to title contained on Exhibit B of \_\_\_\_\_; and (ii) that this Cimarron View Townhomes Cluster II Lot V612 and V613 – A Plat Amendment of Lot V612 and V613 Fairway Pines Estates Village 6A, complies with the Colorado Common Interest Ownership Act, C.R.S. 38-33.3-209.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

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

**NOTES:**

1. BASIS OF BEARINGS: Bearings based the North Line of Lot V610 Recorded and Shown Here on as bearing S 84°44'15" E.

2. Easement No. 1, "An Easement, 20ft. in width, inuring to the benefit of The Pines Development Group, LLC, its successors and assigns, is hereby established and reserved over, across and under the portion of any and all lots adjoining the developed Golf Course Greenbelts. The purpose of this easement is to allow for any and all improvements required for those uses and actives deemed necessary by The Pines Development Group, LLC for the safe and efficient operation of the Fairway Pines Estates or the golf course. Some of the anticipated uses are, but not limited to, utilities, drainage, winter sports access, golfer access, golf cart access, irrigation and other items as described on this plat." Per Record Plat Recorded at Reception No. 173387.

3. Any construction within the Cimarron View Townhomes II may be subject to any applicable Fairway Pines Covenants and Architecture Guidelines.

**NOTICE:**

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

**RECORDERS CERTIFICATE**

This plat was filed for record in the office of the Clerk and Recorder of Ouray County at \_\_\_\_\_am/pm on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, under Reception No. \_\_\_\_\_.

By \_\_\_\_\_  
Michelle Nauer, Ouray County Clerk and Recorder

Deputy

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 7-10-19	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
	5			



**Orion**  
SURVEYING™

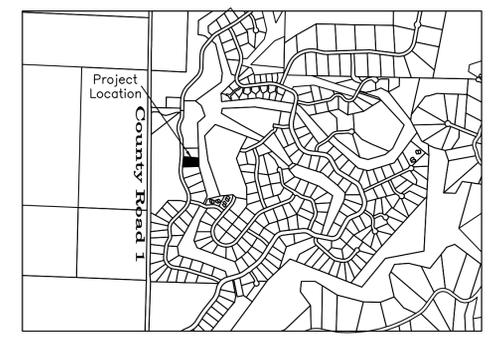
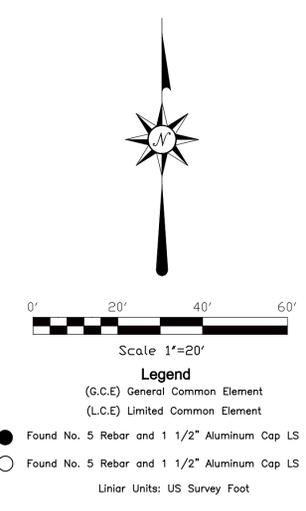
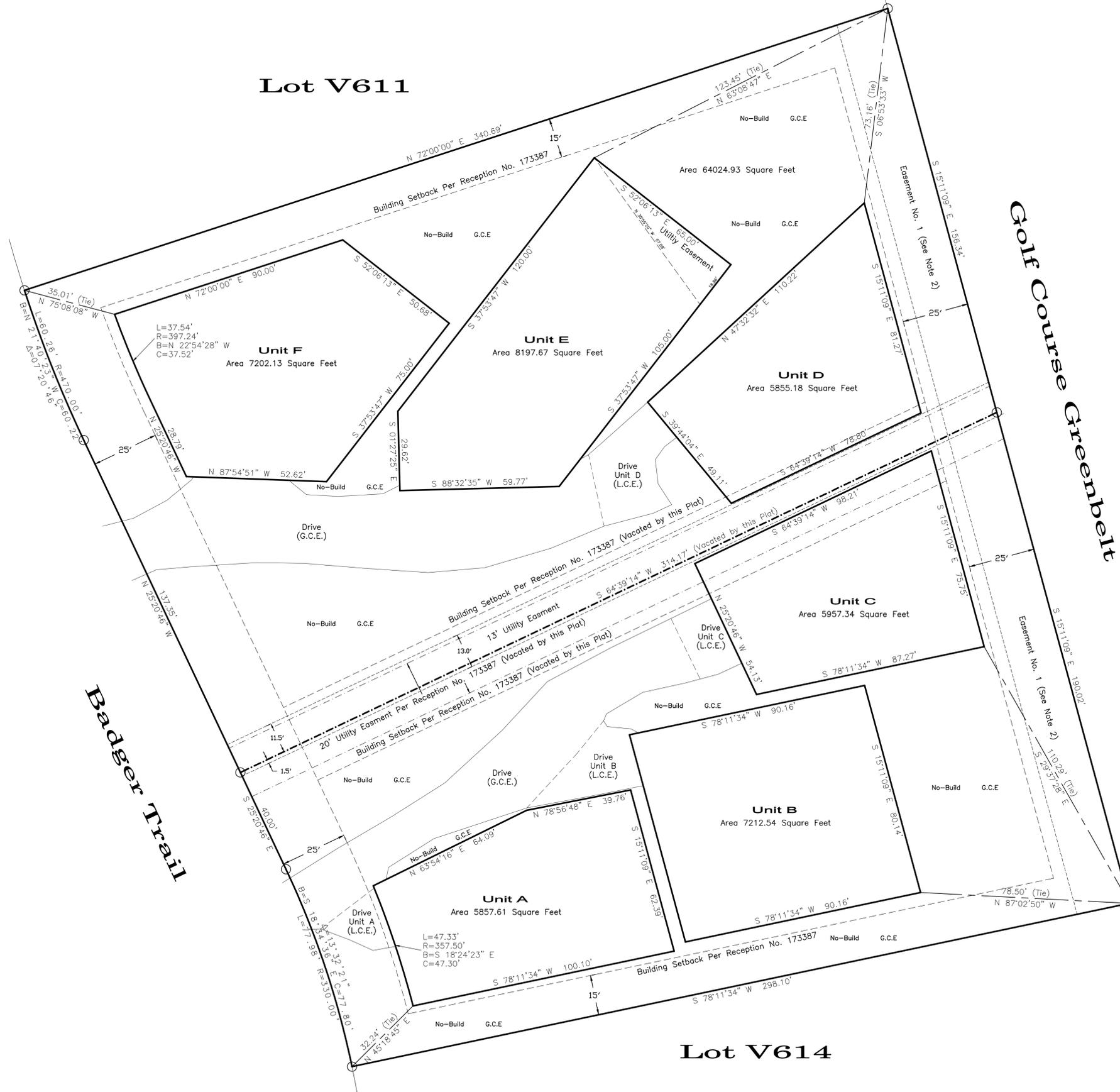
OFFICE (970) 249-5349 - FAX (970) 626-6261  
CELL (970) 729-1289  
23414 UNCOMPAGHRE ROAD - MONTROSE, COLORADO 81403  
WWW.ORIONSURVEYING.COM

DRAWING PATH: Replat 7-19

SHEET No. 1 OF 2

PROJECT: 19127

**Cimarron View Townhomes II - Cluster Lot V612 and V613**  
**A Plat Amendment of Lot V610 Fairway Pines Estates Village 6A**  
**Located in the Southeast 1/4 of Northwest 1/4 Section 36, T46N, R9W, NMPM**  
**County of Ouray, State of Colorado**



**Badger Trail**

**Golf Course Greenbelt**

PROJECT MANAGER: PS CADD TECH: PS CHECKED BY: PS START DATE: 2/25/20	REVISIONS	DATE	DESCRIPTION	BY
	1			
	2			
	3			
	4			
5				

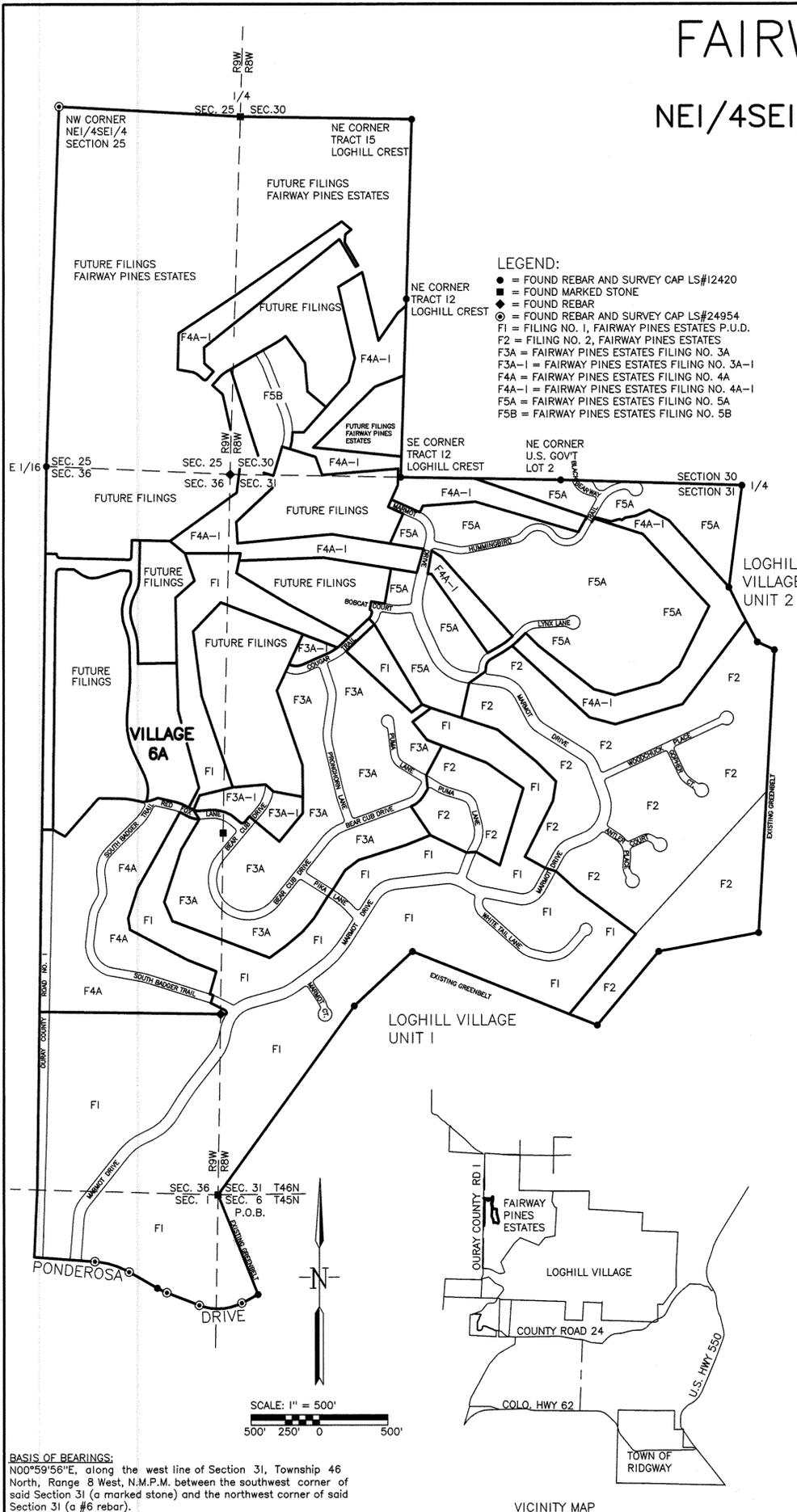
	OFFICE (970) 249-5349 - FAX (970) 626-6261 CELL (970) 729-1289 23414 UNCOMPAGRE ROAD - MONTROSE, COLORADO 81403 WWW.ORIONSURVEYING.COM
	DRAWING PATH: Replat 2-20

SHEET No. 2 OF 2      PROJECT: 19127

**EXHIBT D**

CURRENT PLAT

# FAIRWAY PINES ESTATES VILLAGE 6A SITUATED IN NE1/4SE1/4 AND E1/2NE1/4 SECTION 36, T46N, R9W, N.M.P.M. OURAY COUNTY, COLORADO



### CERTIFICATE OF OWNERSHIP AND DEDICATION

Know all persons by these presents that we, the undersigned, being the owners of certain lands in Ouray County, Colorado, described as:

A parcel of land situated in the NE1/4SE1/4 and E1/2NE1/4 of Section 36, Township 46 North, Range 9 West, N.M.P.M., Ouray County, Colorado and being more particularly described as follows: Considering the bearing between the southeast corner of said Section 36 (a marked stone) and the northeast corner of said Section 36 (a #6 rebar) to be N00°59'56"E with all bearings herein relative thereto: Beginning at a point on the west line of Holes No. 6 and 7, Golf Course Greenbelt, Filing No. 1, Fairway Pines Estates P.U.D. from whence said northeast corner of said Section 36 bears N15°54'50"E, 1422.50 ft.; thence the following courses along said west line: S01°23'50"E, 346.88 ft.; S15°11'09"E, 580.26 ft.; S27°40'51"W, 160.95 ft. to a point on the north line of Fairway Pines Estates Filing No. 4A; thence the following courses along said north line: N63°26'06"W, 42.93 ft.; 53.20 ft. along the arc of a curve to the left having a radius of 230.00 ft., a central angle of 13°15'13", and a long chord which bears N70°03'42"W, 53.09 ft.; N76°41'19"W, 140.31 ft.; S70°25'56"W, 55.26 ft.; S78°30'09"W, 33.45 ft.; thence leaving said north line 196.21 ft. along the arc of a curve to the left having a radius of 270.00 ft., a central angle of 41°38'15", and a long chord which bears N04°31'39"W, 191.92 ft.; thence N25°20'48"W, 177.35 ft.; thence 283.14 ft. along the arc of a curve to the right having a radius of 530.00 ft., a central angle of 30°36'31", and a long chord which bears N10°02'31"W, 279.78 ft.; thence N05°15'45"E, 223.17 ft.; thence 39.95 ft. along the arc of a curve to the left having a radius of 370.00 ft., a central angle of 06°11'21", and a long chord which bears N02°10'09"E, 39.93 ft.; thence N00°55'27"W, 222.34 ft.; thence 121.16 ft. along the arc of a curve to the left having a radius of 370.00 ft., a central angle of 18°45'42", and a long chord which bears N03°11'02"E, 244.45 ft.; thence N26°03'13"E, 56.82 ft.; thence 30.21 ft. along the arc of a curve to the left having a radius of 70.00 ft., a central angle of 24°43'45", and a long chord which bears N13°41'20"E, 29.98 ft.; thence N01°19'28"E, 57.71 ft.; thence 31.36 ft. along the arc of a curve to the left having a radius of 20.00 ft., a central angle of 89°50'11", and a long chord which bears N43°35'38"W, 28.24 ft.; thence N88°30'44"W, 60.00 ft.; thence S72°39'47"W, 160.39 ft.; thence 134.33 ft. along the arc of a curve to the right having a radius of 150.00 ft., a central angle of 51°18'36", and a long chord which bears N81°40'54"W, 129.89 ft.; thence N58°01'36"W, 67.60 ft.; thence N88°30'44"W, 100.00 ft.; thence 47.26 ft. along the arc of a curve to the left having a radius of 30.00 ft., a central angle of 90°51'17", and a long chord which bears S46°21'38"W, 42.52 ft.; thence S01°13'59"W, 269.87 ft.; thence S00°40'53"W, 569.33 ft.; thence S00°38'13"W, 1023.46 ft. to a point on the north line of Fairway Pines Estates Filing No. 4A; thence N89°13'47"W, 81.17 ft. to the northwest corner of said Fairway Pines Estates Filing No. 4A; thence leaving said north line, N00°46'13"E, 2002.65 ft.; thence S89°13'47"E, 81.21 ft.; thence 46.99 ft. along the arc of a curve to the left having a radius of 30.00 ft., a central angle of 89°44'43", and a long chord which bears S43°38'22"E, 42.33 ft.; thence S88°30'44"E, 498.07 ft.; thence 31.47 ft. along the arc of a curve to the left having a radius of 20.00 ft., a central angle of 90°09'48", and a long chord which bears N46°24'22"E, 28.32 ft.; thence N01°19'28"E, 121.87 ft.; thence S88°40'32"E, 60.00 ft.; thence S01°19'28"W, 299.58 ft.; thence 56.11 ft. along the arc of a curve to the right having a radius of 130.00 ft., a central angle of 24°43'45", and a long chord which bears S13°41'20"W, 55.67 ft.; thence S26°03'13"W, 56.82 ft.; thence 203.17 ft. along the arc of a curve to the left having a radius of 254.50 ft., a central angle of 45°44'21", and a long chord which bears S03°11'02"W, 197.82 ft.; thence S19°41'08"E, 44.59 ft.; thence 140.80 ft. along the arc of a curve to the right having a radius of 430.00 ft., a central angle of 18°45'42", and a long chord which bears S10°18'17"E, 140.18 ft.; thence S00°55'27"E, 112.22 ft.; thence N89°04'33"E, 283.71 ft. to the point of beginning, containing 14.856 acres.

to be laid out, platted and subdivided as shown hereon under the name and style of

**FAIRWAY PINES ESTATES VILLAGE 6A**  
and do hereby grant and dedicate the 7.616 acres in fee simple to the County of Ouray, State of Colorado, for the use of the public for road-of-way and utility purposes as noted on this plat, the roads, streets, courts, drives, places, trails, and ways hereon shown. We do hereby grant and dedicate to the County perpetual easements for utility and drainage purposes, as shown hereon, for the use of public utility suppliers, for installation and maintenance of utility facilities, including but not limited to, electric lines, gas lines, telephone lines, cable television lines, and water and sewer lines together with perpetual right of ingress and egress for installation maintenance and replacement of such lines. Said easements and rights shall be utilized in a reasonable and prudent manner.

Executed this 11<sup>th</sup> day of October, 2000  
OWNER: THE PINES DEVELOPMENT GROUP, LLC  
332 South 5th Street, Montrose, CO 81401  
(970) 249-3881

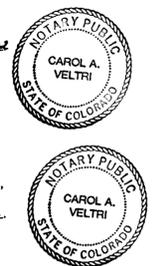
*James A. Willey*, President of Fairway Pines Management Co., Inc.  
*Donald B. Frank*, Secretary of Fairway Pines Management Co., Inc.  
Managing Member  
STATE OF COLORADO  
COUNTY OF Montrose  
The foregoing Certificate was acknowledged before me

this 11<sup>th</sup> day of October, 2000 by James A. Willey,  
President of Fairway Pines Management Co., Inc., Managing Member.  
Witness my hand and official seal. my commission expires 4-25-2001

*Carol A. Veltri*  
Notary Public  
STATE OF COLORADO  
COUNTY OF Montrose  
The foregoing Certificate was acknowledged before me

this 11<sup>th</sup> day of October, 2000 by Donald B. Frank,  
Secretary of Fairway Pines Management Co., Inc., Managing Member.  
Witness my hand and official seal. my commission expires 4-25-2002

*Carol A. Veltri*  
Notary Public



- NOTES:
- EASEMENT NO. 1  
An easement 20 ft. in width, inuring to the benefit of The Pines Development Group, LLC, its successors and assigns, is hereby established and reserved over, across and under that portion of any and all lots adjoining the developed Golf Course Greenbelts. The purpose of this easement is to allow for any and all improvements required for those uses and activities deemed necessary by The Pines Development Group, LLC for the safe and efficient operation of the Fairway Pines Estates or the golf course. Some of the anticipated uses are, but not limited to, utilities, drainage, winter sports access, golfer access, golf cart access, irrigation and other items as described on this plat.
  - The DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS for FAIRWAY PINES ESTATES, recorded March 27, 1992 as Reception Number 150511 Ouray County Records as extended by the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS for FAIRWAY PINES ESTATES, PHASE 2, recorded July 17, 1996 as Reception Number 162227 Ouray County Records dedicate to the public an easement for the installation and maintenance of utilities and drainage facilities, if any, over the ten (10) feet adjacent to the boundaries of each lot.
  - SETBACKS  
25' from roadways  
25' from boundary lines adjacent to golf course property or as shown.  
15' from other boundaries
  - GREENBELTS may also be used for utility and drainage purposes.
  - If due to Ouray County design standards, topography, or other limiting factors, the maximum number of units can not be accommodated on a specific lot, the total number of units on that lot must be reduced.
  - Each Village is a cluster lot as such lots are allowed by the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS for FAIRWAY PINES ESTATES, recorded March 27, 1992 as Reception Number 150511 Ouray County Records as extended by the DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS, AND EASEMENTS for FAIRWAY PINES ESTATES, PHASE 2, recorded July 17, 1996 as Reception Number 162227 Ouray County Records. Each residential subplot (for example, Lot V609) containing units within each cluster lot as shown on this plat will be separately designated for purposes of conveyance and ownership. Any portion of a cluster lot not having commercial designation (including golf course greenbelt) and not being located within a residential subplot will be conveyed to a Village Owners Sub-Association for administration pursuant to a set of Covenants and Restrictions applicable to that cluster lot.
  - All lots containing 3 units shall conform to minimum Ouray County Road Access Tract Specification. All Access Tracts and/or driveways serving 3 units shall provide adequate spaces to meet fire codes and emergency vehicle turnarounds.

**LIEN HOLDER'S CERTIFICATE**

All persons signatory to the plat of Fairway Pines Estates Village 6A, having an ownership of security interest in the property herein described hereby ratify, approve, accept and agree to the Declaration of Covenants, Conditions, Restrictions and Easements recorded in the Ouray County, Colorado records on the 27th day of March, 1992, in Book 222, at Page 20 through 36, on the 17th day of July, 1996 as Reception Number 162227, and on the 22nd day of July, 1996 as Reception Number 162268 and understand that the same are covenants running with said land that are binding upon themselves and their heirs, administrators and assigns and do hereby join in the owner's dedication of road right-of-way and utility easements.

The Pines Development Group, LLC, for the benefit of The Bank of Telluride, Recorded at Reception #170830, Ouray County Records on August 17, 1999.

*Pete Neumann* v.p.  
The Bank of Telluride, a WestStar Bank  
P.O. Box 1210  
Gypsum, CO 81637

By: *Pete Neumann* v.p.

STATE OF COLORADO  
COUNTY OF Montrose

The foregoing Certificate was acknowledged before me

this 11<sup>th</sup> day of October, 2000  
by *Pete Neumann* v.p.,  
of The Bank of Telluride, a WestStar Bank  
Witness my hand and official seal.  
My commission expires 8-11-02

*Bonnie A. Eakin*  
Notary Public



**ATTORNEY'S CERTIFICATE**

I certify that I have examined the title to the platted property and that the record owner(s) and all holders of encumbrances affecting the property have executed this plat and joined in the dedication of all roads and public areas.

*John W. Quade* 10-10-00  
Attorney at Law  
Registration No. 1999

**SURVEYOR'S CERTIFICATE**

I hereby certify that I am a Registered Land Surveyor in the State of Colorado and that this plat accurately represents a survey made by me or under my direct supervision and conforms to all applicable Ouray County and State regulations, and I further certify that the monuments, shown hereon, actually exist and that their positions are as shown.

*William D. Wiley* 10-6-00  
William D. Wiley Date  
Colorado Registered Land Surveyor #12180

**COUNTY TREASURER'S CERTIFICATE**

STATE OF COLORADO  
COUNTY OF OURAY

I the undersigned, County Treasurer, in and for said County, do hereby certify that there are no liens against the development or any part thereof for unpaid State or County taxes, or for special assessments not yet payable.

*Jeannine Casolari* 10-19-00  
Deputy Ouray County Treasurer Date

**APPROVAL OF PLANNING COMMISSION**

Approved by the Ouray County Planning Commission by resolution

this \_\_\_\_\_ day of \_\_\_\_\_

*Brian DeBate*  
Chairman

**APPROVAL OF COUNTY COMMISSIONERS**

Approved by the Ouray County Board of Commissioners by resolution

this 23rd day of OCTOBER, 2000

*Frank Rodell*  
Chairman

**RECORDER'S CERTIFICATE**

This plat was filed for record in the office of the Clerk and Recorder of Ouray County

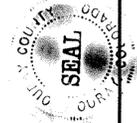
at 4:00 P m. on the 23 day of OCTOBER, 2000

with Reception No. 173387

*Michelle Olin*  
Ouray County Clerk and Recorder

*Jessie M. Manthey*  
Deputy

PAGE 1 OF 2



CF: LOGHILL V6A Plot Scale 1" = 100' Book 421 Page --	<b>FAIRWAY PINES ESTATES VILLAGE 6A</b>
DATE 2/16/99 MRM	
REVISIONS: 9/11/00 LIEN HOLDER & SHOW FILING 5B 10/05/00 NOTES & DED.	<b>OURAY COUNTY, COLORADO</b>
	<b>FAIRWAY PINES MANAGEMENT CO. INC.</b>
	<b>MESA SURVEYING</b> P.O. Box 1287 Montrose, CO 81402
Sheet <u>1</u> of <u>2</u>	File No. <u>91-44</u>

**BASIS OF BEARINGS:**  
N00°59'56"E, along the west line of Section 31, Township 46 North, Range 8 West, N.M.P.M. between the southwest corner of said Section 31 (a marked stone) and the northwest corner of said Section 31 (a #6 rebar).

# FAIRWAY PINES ESTATES VILLAGE 6A

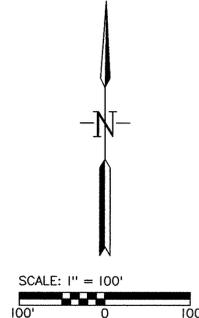
## SITUATED IN

### NE1/4SE1/4 AND E1/2 NE1/4 SECTION 36, T46N, R9W, N.M.P.M.

### OURAY COUNTY, COLORADO

REBAR AND SURVEY  
CAP LS#12420  
NORTHWEST CORNER  
E1/2NE1/4 SEC. 36

#6 REBAR BESIDE MARKED STONE  
SEC. 25 SEC. 30  
SEC. 36 SEC. 31



**BASIS OF BEARINGS:**  
N00°59'56"E, along the east line of Section 36, Township 46 North, Range 9 West, N.M.P.M. between the southeast corner of said Section 36 (a marked stone) and the northeast corner of said Section 36 (a #6 rebar).

**LEGEND:**  
 --- = BUILDING SETBACK LINE  
 ◆ = FOUND SURVEY MONUMENT AS NOTED  
 ▲ = FOUND REBAR AND SURVEY CAP LS#12180  
 ● = SET #5 REBAR AND SURVEY CAP LS#12180

VILLAGE 6A LOT SUMMARY		
6 LOTS (18 UNITS)	7.240 ACRES	
ROAD DEDICATION	7.616 ACRES	
<b>TOTAL</b>	<b>14.856 ACRES</b>	

CURVE	LENGTH	DELTA	RADIUS	TANGENT	CH. BEARING	CHORD
1	46.26'	13°15'13"	200.00'	23.24'	N70°03'43"W	46.16'
2	53.20'	13°15'13"	230.00'	26.72'	N70°03'42"W	53.09'
3	28.55'	81°47'12"	20.00'	17.32'	N35°47'43"W	26.19'
4	202.41'	38°39'27"	300.00'	105.23'	N06°01'03"W	198.59'
5	196.21'	41°38'15"	270.00'	102.66'	N04°31'39"W	191.92'
6	97.57'	10°54'19"	330.00'	49.04'	N03°21'16"W	97.01'
7	77.98'	13°32'21"	330.00'	39.17'	N18°34'36"W	77.80'
8	267.11'	30°36'31"	500.00'	136.83'	N10°02'31"W	263.95'
9	283.14'	30°36'31"	530.00'	145.04'	N10°02'31"W	279.78'
10	60.26'	07°20'48"	470.00'	30.17'	N21°40'23"W	60.22'
11	190.82'	23°15'45"	470.00'	96.74'	N06°22'08"W	189.52'
12	43.19'	06°11'12"	400.00'	21.62'	N02°10'09"E	43.17'
13	39.95'	06°11'12"	370.00'	20.00'	N02°10'09"E	39.93'
14	46.43'	06°11'12"	430.00'	23.24'	N02°10'09"E	46.41'
15	130.98'	18°45'42"	400.00'	66.08'	N10°18'17"W	130.40'
16	121.16'	18°45'42"	370.00'	61.13'	N10°18'17"W	120.62'
17	140.80'	18°45'42"	430.00'	71.04'	N10°18'17"W	140.18'
18	227.12'	45°44'21"	284.50'	120.00'	N03°11'02"E	221.13'
19	251.07'	45°44'21"	314.50'	132.65'	N03°11'02"E	244.45'
20	203.17'	45°44'21"	254.50'	107.35'	N03°11'02"E	197.82'
21	43.16'	24°43'45"	100.00'	21.93'	N13°41'20"E	42.83'
22	30.21'	24°43'45"	70.00'	15.35'	N13°41'20"E	29.98'
23	56.11'	24°43'45"	130.00'	28.50'	N13°41'20"E	55.67'
24	31.36'	89°50'11"	20.00'	19.94'	N43°35'38"W	28.24'
25	134.33'	51°18'36"	150.00'	72.05'	N81°40'54"W	129.89'
26	47.26'	90°15'17"	30.00'	30.13'	S46°21'38"W	42.52'
27	46.99'	89°44'43"	30.00'	29.87'	S43°38'22"E	42.33'
28	31.47'	90°09'48"	20.00'	20.06'	N46°24'22"E	28.32'

**RECORDER'S CERTIFICATE**

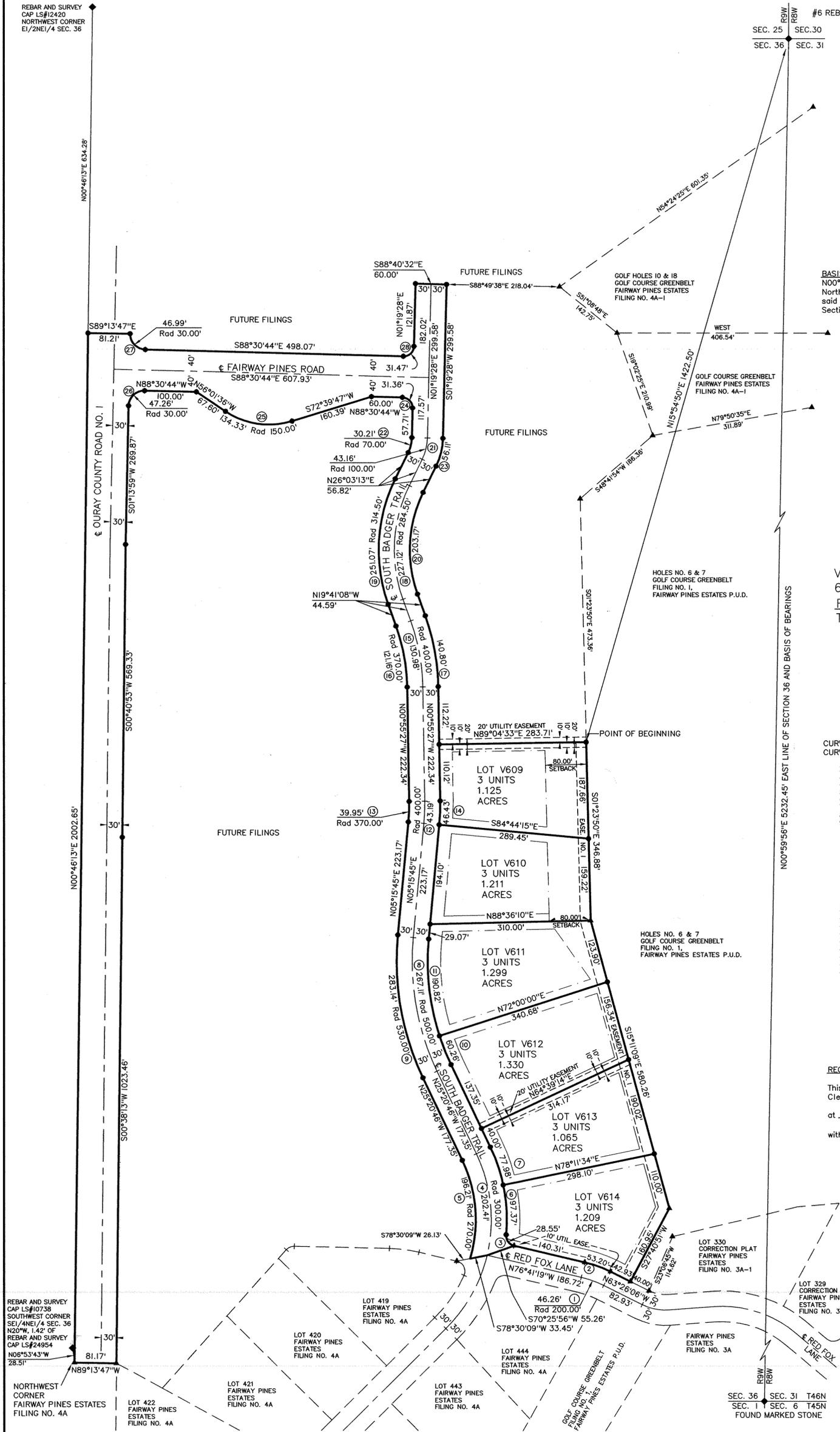
This plat was filed for record in the office of the Clerk and Recorder of Ouray County at 4:00 P.m. on the 23 day of OCTOBER, 2000 with Reception No. 173387

MICHELLE OLSEN  
Ouray County Clerk and Recorder

Jessie M. Manthey  
Deputy

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

CADFILE LOGHILL V6 VSA Plot Scale 1" = 100' Book 421 Page	<b>FAIRWAY PINES ESTATES VILLAGE 6A</b>
DATE 2/16/99 MRW REVISIONS: 8/1/00 20' UTIL. EASE. LOTS V612 & V613 10/05/00 NOTES TO SI ONLY	<b>OURAY COUNTY, COLORADO</b>
	<b>FAIRWAY PINES MANAGEMENT CO. INC.</b>
	<b>MESA SURVEYING</b> P.O. Box 1287 Montrose, CO 81402
Sheet 2 of 2	File No. 91-44



**EXHIBT E**

**PUBLIC NOTICE**

# HOROSCOPES

FOR THE WEEK OF APRIL 2-8

**ARIES** **March 21 - April 20**  
*Things are not always what they seem, Aries. Keep this in mind when dealing or working with people you have never met. It may take some time to figure*

**TAURUS** **April 21 - May 21**  
*Taurus, asking a bunch of questions may not unveil the answers you were hoping for. You may not be asking the right questions. Keep forging ahead.*

**GEMINI** **May 22 - June 21**  
*The ability to listen is an important skill, Gemini. This ability is especially valuable when others come to you for advice. Listen intently and do your best to help.*

**CANCER** **June 22 - July 22**  
*Cancer, even if things do not entirely make sense this week, you can glean certain bits of information here and there that can help you to paint the bigger picture.*

**LEO** **July 23 - August 23**  
*Leo, imitation is the highest form of flattery. Keep a keen eye on someone you admire at work, and then try to mirror this person in your actions.*

**VIRGO** **August 24 - September 22**  
*Virgo, certain responsibilities may seem like a drain on your time. But right now you are not seeing how even small tasks can add up to big results in the end.*

**LIBRA** **September 23 - October 23**  
*Libra, certain battles cannot be won no matter how hard you try. Do not focus unnecessary energy on things that cannot be scaled. Direct your focus to more important projects.*

**SCORPIO** **October 24 - November 22**  
*A project you started may come to a screeching halt, Scorpio. This does not mean you should abandon it entirely. It just means you will have to take a brief hiatus and restart.*

**SAGITTARIUS** **November 23 - December 21**  
*Sagittarius, people naturally want to be around you, but sometimes you need to take a step back and focus on yourself. Clear your schedule for some personal time this week.*

**CAPRICORN** **December 22 - January 20**  
*Spring is a time of new beginnings, Capricorn. You may be presented with several new opportunities. Travel, a new job or even expanding your family may be in the cards.*

**AQUARIUS** **January 21 - February 18**  
*Aquarius, even if you do not have all the answers, you can take steps that address many of the changes that have occurred in your life lately.*

**PISCES** **February 19 - March 20**  
*Channel your creativity into projects that let you express yourself, Pisces. Artwork, writing and crafting are a few examples.*

# LEGAL NOTICES

Legal Notice No. 48264

**REQUEST FOR PROPOSAL**  
 2020 Class 6 and Chip Seal Cover Coat Material Purchase

Ouray County is accepting sealed bids for the purchase of Class 6 and Chip Seal Cover Materials. Bid Packages can be downloaded from Ouray County's website at [www.ouraycountyco.gov](http://www.ouraycountyco.gov).

For further information, please contact Bill Frownfelter, Acting Ouray County Road and Bridge Superintendent (OR) at 970-708-1058 or [bfrownfelter@sehinc.com](mailto:bfrownfelter@sehinc.com) and/or Chad Rilling at 970-318-0160 or [crilling@ouraycountyco.gov](mailto:crilling@ouraycountyco.gov). All questions shall be in writing and emailed to Bill Frownfelter or Chad Rilling.

Submitted bids must be enclosed in a sealed envelope marked "2020 Purchase of Class 6 and Chip Seal Cover Materials" with the name of the bidder and mailed to Ouray County Administration, P. O. Box C, Ouray, Colorado, 81427, or delivered by courier to 112 Village Square West, Suite 220, Ridgway, CO 81432 no later than Thursday, April 23, at 4:00 p.m. Please return completed Attachment "A" (Company Information Sheet) and Attachment "B" (Gravel Pricing). Bids received after the time due will not be considered and will be returned to the bidder un-opened.

Published: Ouray County Plaindealer: April 2, 2020

Legal Notice No. 48265

**REQUEST FOR PROPOSAL**  
 2020 Gravel Crushing Services

Ouray County is accepting sealed bids for 2020 gravel crushing services at the County's Colona Pit, which is owned by Ouray County. Bid Packages can be downloaded from Ouray County's website at [www.ouraycountyco.gov](http://www.ouraycountyco.gov).

For further information, please contact Bill Frownfelter, Acting Ouray County Road and Bridge Superintendent (OR) at 970-708-1058 or [bfrownfelter@sehinc.com](mailto:bfrownfelter@sehinc.com) and/or Chad Rilling at 970-318-0160 or [crilling@ouraycountyco.gov](mailto:crilling@ouraycountyco.gov). All questions shall be in writing and emailed to Bill Frownfelter or Chad Rilling.

Submitted bids must be enclosed in a sealed envelope marked "2020 Gravel Crushing Services" with the name of the bidder and mailed to Ouray County Administration, P. O. Box C, Ouray, Colorado, 81427, or delivered by courier to 112 Village Square West, Suite 220, Ridgway, CO 81432 no later than Thursday, April 23, at 4:00 p.m. Please return completed Attachment "A" (Company Information Sheet) and Attachment "B" (Gravel Pricing). Bids received after the time due will not be considered and will be returned to the bidder un-opened.

Published: Ouray County Plaindealer: April 2, 2020

Legal Notice No. 48266

**HEARING NOTICE**

The Ouray County Planning Commission has scheduled a hearing beginning at 4:00 p.m. on April 21, 2020 at the Ouray County Land Use Office Conference Room (111 Mall Road Ridgway, CO 81432). The purpose of the hearing is to review and make a recommendation to the Board of County Commissioners regarding a request by Lollar Properties, LLC (High Pines Villas) for a Final Plat Amendment, to establish three (3) dwelling unit areas on Lot V611 (a 3-unit cluster lot) of Fairway Pines Estates PUD, Village 6A. This application is made under the provisions of Section 6.12 of the Ouray County Land use Code.

All associated documentation may be reviewed at the Land Use Office, 111 Mall Road, Ridgway, CO. Comments may be submitted in writing prior to the hearing and should be received no later than April 13, 2020. Mail comments to: Ouray County Land Use Department, Attn: Colleen Henderson PO Box 28 Ridgway, CO 81432 or email to: [chenderson@ouraycountyco.gov](mailto:chenderson@ouraycountyco.gov). Alternatively, written and/or oral testimony will be taken at the public hearing.

Published: Ouray County Plaindealer: April 2, 2020

Legal Notice No. 48267

**HEARING NOTICE**

The Ouray County Planning Commission has scheduled a hearing beginning at 4:30 p.m. on April 21, 2020 at the Ouray County Land Use Office Conference Room (111 Mall Road, Ridgway, CO 81432). The purpose of the hearing is to review and make a recommendation to the Board of County Commissioners regarding a proposed Final Plat Amendment of Fairway Pines Estates Village 6A, Cluster Lots V612 & V613. The purpose of the plat amendment is to eliminate the common lot line between the two parcels and to delineate building areas associated with the 6 units allowed on the property.

All associated documentation may be reviewed at the Land Use Office, 111 Mall Road, Ridgway, CO. Comments may be submitted in writing prior to the hearing and should be received no later than April 13, 2020. Mail comments to: Ouray County Land Use Department, Attn: Bryan Sampson, P.O. Box 28, Ridgway, CO 81432 or email to: [bsampson@ouraycountyco.gov](mailto:bsampson@ouraycountyco.gov). Alternatively, written and/or oral testimony will be taken at the public hearing.

Published: Ouray County Plaindealer: April 2, 2020

## JUMBLE

THAT SCRAMBLED WORD GAME  
 By David L. Hoyt and Jeff Knurek

Unscramble these Jumbles, one letter to each square, to form four ordinary words.

RIWTL  
 O O O O O  
 SEMSY  
 O O O O O  
 PSOOEP  
 O O O O O  
 NEIYNT  
 O O O O O



Now arrange the circled letters to form the surprise answer, as suggested by the above cartoon.

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Answer here: O O O O O O O O O O

## ANSWERS TO LAST WEEK'S PUZZLE

Jumbles: ROUGH LOGIC WINDOW FITTED  
 Answer: The new plumber was very easy to get along with and happy to — GO WITH THE FLOW

**CIMARRON VIEW TOWNHOMES II**  
**ASSESSOR ACCOUNTY NUMBERS OF "AFFECTED PROPERTY OWNERS" – WITHIN 500'**  
**NOTICE MUST BE MAILED VIA CERTIFICATE OF MAILING**

- A – R005026
- B – R005033
- C – R005027
- D – R004851
- E – R004957
- F – R006666
- G – R006665
- H – R006664
- I – R005029
- J – R005032
- K – R002895
- L – R002896
- M – R002897
- N – R002917
- O – R002918
- P – R002919
- Q – R002920
- R – R002880
- S – R002879
- T – R002924
- U – R002925
- V – R002926
- W – R002927
- X – R002928
- Y – R002929
- Z – R002930
- 1 – R002931
- 2 – R002878
- 3 – R002922

FAIRWAY PINES ESTATES OWNERS ASSOCIATION PO BOX 151 RIDGWAY, CO 81432	MAYERS EDWARD R 2761 CHEYENNE DR GRAND JUNCTION, CO 81503	HAMMOCK ROBERT L557 BEAR CUB DRIVE #D RIDGWAY, CO 81432
WIGGINS MICHAEL 557 BEAR CUB DRIVE #C RIDGWAY, CO 81432	PAUL & LINDA POMEROY 443 REMINGTON DRIVE E HIGHLAND VILLAGE, TX 75077- 400	WINTERSHANNON 557 BEARCUB DRIVE, UNIT A RIDGWAY CO 81432

VEUM GAYLE J 51 RED FOX LANE UNIT D RIDGWAY, CO 81432	TIM J MANZAGOL & SHEILA FINCH MANZAGOL 1994 TRUST PO BOX 950 RIDGWAY, CO 81432	PRATER ANETHA 51 RED FOX LANE, UNIT A RIDGWAY, CO 81432
JOHN G HURST REVOCABLE TRUST 1116 49TH AVE GREELEY, CO 80634	THOMPSON JONATHAN PO BOX 3049 TELLURIDE, CO 81435	WRIGHT BRUCE L PO BOX 3487 TELLURIDE, CO 81435
JENSEN TIMOTHY R 442 S BADGER TRAIL RIDGWAY, CO 81432	HADAC/SIMON 412 S BADGER TRAIL RIDGWAY, CO 81432	TAYLOR DARWIN PO BOX 1347 RIDGWAY, CO 81432
KRENZ DOUGLAS V 87 BROAD COVE DRIVE MONTGOMERY, TX 77356	SHELLEY CHANDLER PO BOX 3987 TELLURIDE, CO 81435	VOLGAMORE CHRISTOPHER 21036 FRUIT GROWERS ROAD AUSTIN, CO 81410
SCOVILLE CHARLES A PO BOX 701 RIDGWAY, CO 81432	CLAVES INSULIE LLC PO BOX 1033 GILBERT, AZ 85299	LOLLAR PROPERTIES LLC 2424 HUBBARD RD COLUMBUS, GA 31904
STEARNS LINDA 115 DYLAN DRIVE RIDGWAY, CO 81432	CV INVESTMENTS INC 38 ANTLER PLACE RIDGWAY, CO 81432	SHEPARD LORI 596 S BADGER TRAIL RIDGWAY, CO 81432
HERITAGE INN & SUITES OF KANSAS CITY INC 4520 36TH AVENUE S FARGO, ND 58104	DIVIDE GOLF LLC PO BOX 1447 DILLON, CO 80435	CV INVESTMENTS INC RANDAL L COLLINS 38 ANTLER PLACE RIDGWAY, CO 81432
OURAY COUNTY OURAY COUNTY COURT HOUSE PO BOX BIN C OURAY, CO 81427	HERITAGE INN & SUITES OF KANSAS CITY INC 4520 36TH AVENUE S FARGO, ND 58104	

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<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.10

Postmark Here  
0637 MAR 20 2020  
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03/20/2020

Sent To: Shelley Chandler  
Street and Apt. No., or PO Box No.: P.O. Box 3987  
City, State, ZIP+4®: Telluride, CO 81435

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

2018 3090 0000 3434 6978

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RIDGWAY, CO 81432

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Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
Total Postage and Fees	\$4.10

Postmark Here  
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03/20/2020

Sent To: Fairway Pines Estates  
Street and Apt. No., or PO Box No.: P.O. Box 151  
City, State, ZIP+4®: Ridgway CO 81432

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$0.55  
 Total Postage and Fees \$4.10

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Sent To  
 Vernon Eagle  
 Street and Apt. No., or PO Box No.  
 51 Red Hot Lane Unit D  
 City, State, ZIP+4®  
 Ridgway CO 81432

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 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$0.55  
 Total Postage and Fees \$4.10

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Sent To  
 Jench Mangol  
 Street and Apt. No., or PO Box No.  
 P.O. Box 950  
 City, State, ZIP+4®  
 Ridgway CO 81432

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 Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$0.55  
 Total Postage and Fees \$4.10

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Sent To  
 Shepard Lori  
 Street and Apt. No., or PO Box No.  
 596 S Badger Trail  
 City, State, ZIP+4®  
 Ridgway CO 81432

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 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$0.55  
 Total Postage and Fees \$4.10

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Sent To  
 Mayers Edward  
 Street and Apt. No., or PO Box No.  
 2741 Cheyenne Pl  
 Grand Junction CO 81503

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 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$0.55  
 Total Postage and Fees \$4.10

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Sent To  
 Douglas V Henry  
 Street and Apt. No., or PO Box No.  
 87 Broad Cove Dr  
 City, State, ZIP+4®  
 Montgomery TX 77356

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Certified Mail Fee \$3.55  
 Extra Services & Fees (check box, add fee as appropriate)  
 Return Receipt (hardcopy) \$0.00  
 Return Receipt (electronic) \$0.00  
 Certified Mail Restricted Delivery \$0.00  
 Adult Signature Required \$0.00  
 Adult Signature Restricted Delivery \$0.00

Postage \$0.55  
 Total Postage and Fees \$4.10

Postmark Here  
 MAR 20 2020  
 85268 USPS

Sent To  
 HADAE SIMON  
 Street and Apt. No., or PO Box No.  
 912 S Badger Trail  
 City, State, ZIP+4®  
 Ridgway CO 81432

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

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RIJUNA 0000 3434 0976

**OFFICIAL USE**

Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
<b>Total Postage and Fees</b>	<b>\$4.10</b>

Sent To: *Anytha PRATER*  
 Street and Apt. No., or PO Box No.: *51 REP Cot Lane Unit A*  
 City, State, ZIP+4®: *RIDGWAY CO 81432*

PS Form 3800, April 2015 PSN 7530-02-000-9047 See Reverse for Instructions

Postmark: **FOUNTAIN HILLS AZ MAR 20 2020 85268 USPS**

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TELLURIDE, CO 81435

701A 3090 0000 3434 0968

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Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
<b>Total Postage and Fees</b>	<b>\$4.10</b>

Sent To: *Bruce & Wright*  
 Street and Apt. No., or PO Box No.: *PO Box 3487*  
 City, State, ZIP+4®: *Telluride CO 81435*

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Postmark: **FOUNTAIN HILLS AZ MAR 20 2020 85268 USPS**

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COLUMBUS, GA 31904

7019 2280 0001 2206 7061

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Certified Mail Fee	\$3.55
Extra Services & Fees (check box, add fee as appropriate)	\$0.00
<input type="checkbox"/> Return Receipt (hardcopy)	\$0.00
<input type="checkbox"/> Return Receipt (electronic)	\$0.00
<input type="checkbox"/> Certified Mail Restricted Delivery	\$0.00
<input type="checkbox"/> Adult Signature Required	\$0.00
<input type="checkbox"/> Adult Signature Restricted Delivery	\$0.00
Postage	\$0.55
<b>Total Postage and Fees</b>	<b>\$4.10</b>

Sent To: *Lollar Properties LLC*  
 Street and Apt. No., or PO Box No.: *2934 Hubbard Rd*  
 City, State, ZIP+4®: *Columbus GA 31904*

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Postmark: **FOUNTAIN HILLS AZ MAR 20 2020 85268 USPS**

524 BADGER TRAILS

**NOTICE**  
FAIRWAY PINES ESTATES, VILLAGE 6A,  
LOT V612 & V613

HONEY BADGER DEVELOPMENT, LLC HAS APPLIED TO THE OURAY COUNTY LAND USE DEPARTMENT FOR APPROVAL OF A PLAT AMENDMENT TO ELIMINATE THE COMMON LOT LINE BETWEEN LOT V612 AND V613 AND TO ESTABLISH THE 6 BUILDING UNITS ALLOWED ON THE RESULTING PARCEL.

FOR MORE INFORMATION PLEASE CONTACT THE OURAY COUNTY LAND USE DEPARTMENT AT 970-626-9175 OR IN PERSON AT 111 MALL ROAD, RIFOWAY, CO.

**EXHIBT F**

**AFFECTED PROPERTY OWNER RESPONSES (IF ANY)**

**EXHIBT G**

OTHER PUBLIC COMMENT RECEIVED (IF ANY)