

tel (970) 920-4009

JOSEPH A. KOWAR  
ATTORNEY AND COUNSELOR AT LAW  
323 West Main Street Suite 201  
Aspen, CO 81611  
joe@kowar.com

Fax (970) 927-2408

October 20, 2017

**Patrick Waller, Senior Planner  
Garfield County Building and Planning Department  
108 8th St., Suite 401  
Glenwood Springs, CO  
81601**

**Re: Amended Final Plat Application For Parcel # 239325100150 and 239325100151**

**Owners: Peter S. & Sondra T. Welles**

**Dear Mr. Waller,**

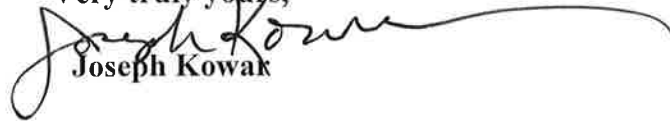
**Enclosed are three copies of the following with an electronic PDF file via email:**

- 1) Application Form signed by both property owners along with the application fee of \$100.**
- 2) Signed Letter of Authorization granting authority to Joseph Kowar to proceed with the Application.**
- 3) Both Deeds reflecting ownership to both Parcels in the name of Peter S. Welles and Sondra T. Welles.**
- 4) Title Policy for both parcels issued by Stewart Title Company on September 26, 2017. There are no lien holders on either parcel and we have included the various relevant Title exception documents referenced in the policies. None of the exceptions prohibit or create any issues with the application being submitted.**
- 5) Pre-application Conference Summary dated September 25, 2017**
- 6) A list of the property owners within 200 feet of the subject parcels.**
- 7) We did not find any mineral owners listed nor would the application affect any reserved rights to extract the minerals referenced in the Patent claims reserved to the United States of America, both documents are included in the attachments to the Title Policy.**
- 8) We have included a Vicinity Map at 8 ½" x 11", as required.**
- 9) As both Parcels are already fully improved with approved certificates of occupancy, we are respectfully requesting a waiver of any Improvements Agreement requirement.**
- 10) Amended Final Plat prepared by Lines in Space, Marge Palmer, licensed surveyor. No new nonconforming conditions will result from the proposal to adjust the lot lines.**

- 11) We note that there was a Special Use Permit granted to place a mobile home on Parcel 239325100151 but the mobile home has subsequently been removed and home built instead. We also note that a Land Use Change Permit was granted in Resolution 2012-53 for Parcel 239325100150 granting the construction of an ADU which has been fully completed with a Certificate of Occupancy having been issued.
- 12) Response to Standards in 5-305(c)- The application in adjusting the boundary lines between the two parcels owned by the applicant will not increase the number of lots, and does not result in a major relocation of a road or add any new roads.
- 13) Article 7, Divisions 1,2, and 3 Standards applicability: The application for the Amended Final Plat will not result in any changes to the drainage, access, utilities, or any other applicable Subdivision and Article 7 topics. The effect of the adjustment in the acreage between the two parcels will not alter or adversely affect the properties in any manner as the only physical adjustment will be the re-alignment of the fence dividing the two parcels consistent with the adjusted boundary lines reflected in the Amended Final Plat. Both parcels after the Amendment will be conforming rural zoned parcels.

If additional information or clarification is needed please contact me at your earliest convenience.

Very truly yours,

  
Joseph Kowak

cc:

Mr. and Mrs. Welles

JOSEPH A. KOWAR  
ATTORNEY AND COUNSELOR AT LAW  
323 West Main Street Suite 201  
Aspen, CO 81611  
joe@kowar.com

Tel (970) 920-4009

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with full authority to process the application through approval.  
October 21, 2017

Mr. Patrick Waller  
Garfield County Community Development  
108 8<sup>th</sup> Street  
Suite 401  
Glenwood Springs, CO 81601

*Re: Amended Final Plat Welles*

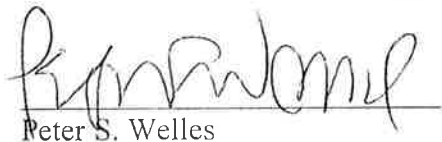
Dear Mr. Waller,

This letter is signed by the applicants Peter S. and Sondra T. Welles to grant authorization to Joseph Kowar, Esq. to act upon their behalf in submitting the Amended Final Plat Application with full authority to process the application through approval.

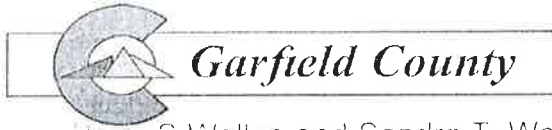
Very truly yours,

  
Joseph Kowar

The Undersigned, Peter S. and Sondra T. Welles, hereby grant full authority to Joseph Kowar to submit the Amended Final Plat Application and proceed through approval and to act on our behalf with Power of Attorney.

  
Peter S. Welles

  
Sondra T. Welles



Name: Community Development Department Welles and Sondra T. Welles  
 108 8<sup>th</sup> Street, Suite 401  
 Glenwood Springs, CO 81601  
 (970) 945-8212  
[www.garfield-county.com](http://www.garfield-county.com)

**DIVISIONS OF LAND  
APPLICATION FORM**

TYPE OF SUBDIVISION/EXEMPTION	
<input type="checkbox"/> Minor Subdivision	<input type="checkbox"/> Preliminary Plan Amendment
Major Subdivision <u>203 W. Main Street Suite 201</u>	<input checked="" type="checkbox"/> Final Plat Amendment
<input type="checkbox"/> Sketch <input type="checkbox"/> Preliminary <input type="checkbox"/> Final	<input type="checkbox"/> Common Interest Community Subdivision
Conservation Subdivision	<input type="checkbox"/> Public/County Road Split Exemption
<input type="checkbox"/> Yield <input type="checkbox"/> Sketch <input type="checkbox"/> Preliminary <input type="checkbox"/> Final	<input type="checkbox"/> Rural Land Development Exemption
<input type="checkbox"/> Time Extension	

INVOLVED PARTIES
<b>Owner/Applicant</b> Name: <u>Peter S Welles and Sondra T. Welles</u> Phone: <u>(970) 963-7480</u> Mailing Address: <u>5345 County Road 100</u> City: <u>Carbondale</u> State: <u>CO</u> Zip Code: <u>81623</u> E-mail: <u>pw@mindspring.com</u>
<b>Representative (Authorization Required)</b> Name: <u>Joseph Kowar</u> Phone: <u>(970) 920-4009</u> Mailing Address: <u>323 W. Main Street Suite 201</u> City: <u>Aspen</u> State: <u>CO</u> Zip Code: <u>81611</u> E-mail: <u>joe@kowar.com</u>
PROJECT NAME AND LOCATION
Project Name: <u>Welles Amended Final Plat</u> Assessor's Parcel Number: <u>2393 - 25 - 100 - 150 + 151</u> Physical/Street Address: <u>5345 and 5343 County Road 100 Carbondale, CO 81623</u> Legal Description: <u>See Schedule A to the Title Commitment Policy</u> Zone District: <u>Rural</u> Property Size (acres): <u>26 Acres</u>

RECEIVED  
 OCT 3 0 2017  
 COMMUNITY DEVELOPMENT DEPARTMENT

**Project Description**

**Existing Use:** Single Family Residential on both 5343 and 5345 County Road 100. Both properties are slightly over 13 acres in size.

**Proposed Use (From Use Table 3-403):** No change in use, lot line adjustment only.

**Description of Project:** The Welles, who own both parcels, desire to remove approximately 6 acres from the 5343 Lot and increasing the Lot size on the 5345 Lot to almost 20 acres. This adjustment will give them an added buffer and will prevent any further development closer to their existing homesite. The only change is in the boundary line between the two lots that they own.

The Applicant requesting a Waiver of Submission Requirements per Section 4-202. List: There is no change in any of the driveways nor is there any new driveway being added. The acreage on the 5343 Lot will reduce to 7 acres and meets the minimum 2 acre lot size for the rural zoning.

**Proposed Development Area**

Land Use Type	# of Lots	# of Units	Acreage	Parking
Single Family	No change	No change	No change	No change
Duplex				
Multi-Family				
Commercial				
Industrial				
Open Space				
Other				
Total				

**REQUEST FOR WAIVERS**

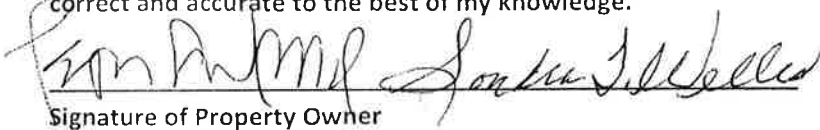
**Submission Requirements**

The Applicant requesting a Waiver of Submission Requirements per Section 4-202. List:  
Section: \_\_\_\_\_ Section: \_\_\_\_\_  
Section: \_\_\_\_\_ Section: \_\_\_\_\_

**Waiver of Standards**

The Applicant is requesting a Waiver of Standards per Section 4-118. List:  
Section: \_\_\_\_\_ Section: \_\_\_\_\_  
Section: \_\_\_\_\_ Section: \_\_\_\_\_

I have read the statements above and have provided the required attached information which is correct and accurate to the best of my knowledge.

 10/22/17  
Signature of Property Owner Date

**OFFICIAL USE ONLY**

File Number: FPAA-8589

Fee Paid: \$ 100.00

702386 07/19/2006 09:58A B1822 P6 M ALSDORF  
1 of 3 R 16.00 D 139.50 GARFIELD COUNTY CO

DF  
\$ 139.50

**WARRANTY DEED**

THIS DEED, made this July 14, 2006

Between **EDWARD H. COLLUM** and **CYNTHIA CHARDONNAY**

of the County of Garfield, State of CO, Grantor,

AND **SONDRA T. WELLES** and **PETER S. WELLES**, Grantee

whose legal address is : 3013 Caves Road, Owings, MD 21117  
and who, with the Grantee, his heirs and assigns, that at the time of the ensembling and delivery of  
of the County of ~~Baltimore~~ State of ~~MD~~ Maryland, has good, sure, perfect, absolute and

WITNESSETH, That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey and confirm unto the Grantee, his heirs and assigns forever, not in tenancy in common but in joint tenancy, with right of survivorship, all the real property together with improvements, if any, situate and lying and being in the County of Garfield, State of COLORADO, described as follows:

See Attached Exhibit "A"

*Edward H. Collum*  
EDWARD H. COLLUM

*Cynthia Chardonay*  
CYNTHIA CHARDONNAY

B4663L

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances. TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee, his heirs and assigns forever. And the Grantor, for himself, his heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, his heirs and assigns, that at the time of the ensembling and delivery of the presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except those matters as set forth on Exhibit "B" attached hereto and incorporated herein by reference. The Grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the Grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of gender shall be applicable to all genders.

IN WITNESS WHEREOF the Grantor has executed this deed on the date set forth above.

*Edward H. Collum*  
EDWARD H. COLLUM

*Cynthia Chardonay*  
CYNTHIA CHARDONNAY

STATE OF Colorado  
COUNTY OF Garfield SS

The foregoing instrument was acknowledged before me this 13 day of July, 2006, by: EDWARD H. COLLUM and CYNTHIA CHARDONNAY.

WITNESS my hand and official seal  
my commission expires: *8/13/06*  
B4663L



*Kathie Jaycox*  
Notary Public

ref to: Pitkin Co Title

DF 13950  
4/20/06  
1511  
(3)

the singular includes the plural and the plural the singular

**PERSONAL REPRESENTATIVE'S DEED**  
(Sale)

THIS DEED is made by Judith Kitchen Mattis, as Personal Representative of the Estate of Louis P. Mattis, deceased, Grantor, to Peter S. Welles and Sondra T. Welles, Grantee, whose legal address is 3013 Caves Road, Owings Mills, MD 21117.

WHEREAS, the decedent died on the date of July 14, 2010 and Grantor was duly appointed Personal Representative of said Estate by the Court in and for the County of Garfield, State of Colorado, Probate No. 10PR75, on the date of October 18, 2010, and is now qualified and acting in said capacity; P. Mattis, Deceased

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby sell and convey unto Grantee (as tenants in common), for and in consideration of Eight Hundred Fifty Thousand Dollars the following described real property situate in the County of Garfield, State of Colorado:

See Exhibit A attached hereto

also known by street and number as: 5345 County Road 100, Carbondale, Colorado 81623

With all appurtenances.

As used herein, the singular includes the plural and the plural the singular.

Executed: 3/21/11

Judith Kitchen Mattis  
Judith Kitchen Mattis, Personal Representative of the Estate of Louis P. Mattis, Deceased

STATE OF COLORADO )  
  )ss:  
COUNTY OF Garfield )

The foregoing instrument was acknowledged before me this 21st day of March, 2011, by Judith Kitchen Mattis as Personal Representative of the Estate of Louis P. Mattis, Deceased.

Witness my hand and official seal.  
My commission expires: \_\_\_\_\_

Mary L. Scheurich  
Notary Public



My Commission Expires 05/22/2013

**Exhibit A**  
**LEGAL DESCRIPTION**

County of Garfield, State of Colorado  
File Number: 941911

A parcel of land which is part of the SE1/4NE1/4 of Section 25, Township 7 South, Range 88 West of the Sixth Principal Meridian, said parcel of land is more fully described as follows:

Beginning at a brass cap in place and properly marked for the East one quarter corner of said Section 25; thence N 01°47'00" E along the East line of said SE1/4NE1/4 (with all bearings contained herein relative to a bearing of S 01°47'00" W on the East line of the NE1/4 of said Section 25) 1350.58 feet;  
thence N 88°51'50" W along the North line of said SE1/4NE1/4, 607.15 feet to the true point of beginning;  
thence S 19°16'40" E 143.00 feet;  
thence S 05°07'43" E 272.70 feet;  
thence S 31°05'45" E 117.77 feet;  
thence S 19°16'40" E 143.93 feet;  
thence S 79°10'30" W 924.12 feet to a point on the West line of said SE1/4NE1/4;  
thence N 02°03'18" E along the West line of said SE1/4NE1/4 830.86 feet;  
thence S 88°51'59" E along the North line of said SE1/4NE1/4 697.16 feet to the true point of beginning

County of Garfield, State of Colorado

Together with non-exclusive easements for ingress and egress as set forth in documents recorded in Book 482 at Page 393 as Reception No. 271130 and in Book 492 at Page 927 as Reception No. 276571





Community Development Department  
108 8<sup>th</sup> Street, Suite 401  
Glenwood Springs, CO 81601  
(970) 945-8212  
[www.garfield-county.com](http://www.garfield-county.com)



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**TAX PARCEL NUMBER:** 239325100151 and 239325100150

**DATE:** September 25, 2017

**PROJECT:** Amended Final Plat  
The applicant is requesting to adjust the property boundary between two adjacent parcels, both parcels are under the same ownership and were created as a result of a three lot exemption.

**OWNERS/APPLICANT:** Peter and Sondra Welles

**REPRESENTATIVE:** Joe Kowar

**PRACTICAL LOCATION:** 5345 County Road 100 and 5343 County Road 100

**ZONING:** Rural  
The applicant should review the attached memorandum from the Garfield County Attorney's Office regarding mineral owners to ensure that all necessary information is submitted with the application. Names and addresses of all mineral owners under both subject parcels is necessary for public notice purposes. In addition, the applicant will need to submit the names and addresses of all property owners within 200' of both subject parcels. The easiest way to find this list is on the Garfield County website at: <http://gis.garfield-county.com/LandExplorer/index.html> (Set the Buffer tool to 200' in order to obtain a list of names and addresses as they are on record with the County Assessor).

**TYPE OF APPLICATION:** Amended Final Plat

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**I. GENERAL PROJECT DESCRIPTION**

The applicant is requesting to adjust the property boundary between two adjacent parcels. Both parcels are under the same ownership and were created as a result of a three lot exemption.

The applicant should review the attached memorandum from the Garfield County Attorney's Office regarding mineral owners to ensure that all necessary information is submitted with the application. Names and addresses of all mineral owners under both subject parcels is necessary for public notice purposes. In addition, the applicant will need to submit the names and addresses of all property owners within 200' of both subject parcels. The easiest way to find this list is on the Garfield County website at: <http://gis.garfield-county.com/LandExplorer/index.html> (Set the Buffer tool to 200' in order to obtain a list of names and addresses as they are on record with the County Assessor).

In order to ensure all encumbrances and lienholders are shown on the plat, a title commitment may be necessary for both lots.

- Article 7, Division 1, 2 and 3

The final plat will need to conform to Section 5-402(F), including the incorporation of the enclosed certificates.

- Submittal of additional materials (if needed) and copies for Referral agencies (21 day

## **II. REGULATORY PROVISIONS APPLICANT IS REQUIRED TO ADDRESS**

- Garfield County Comprehensive Plan 2030
- Garfield County Land Use and Development Code, effective July 15, 2013
- Amended Final Plat (5-305), following Administrative Review (Section 4-103)
- Table 4-102, Common Review Procedures and Required Notice;
- Table 5-401, Application Submittal Requirements
- Article 7, Division 1, 2 and 3
  - Circulation for Applicant/Owner and other signatures;

## **III. REVIEW PROCESS**

- The review process shall follow the steps as contained in Section 5-305 (see attached flow chart and below outline).
  - Pre-Application meeting;
  - Submittal of Application (3 copies plus one electronic);
  - Completeness Review;
  - **Submittal of additional materials (if needed) and copies for Referral agencies (21 day review);**
  - Ownership Documentation (deed for both parcels) and title information indicating if there are any lien holders and/or encumbrances;
  - Setting a date for the Directors Determination;
  - Public Notice 15 days prior to the Director's Determination to property owners within 200 feet and mineral rights owners on the subject property;
  - Directors Determination including any conditions;
  - A 10 day Call-up Period after Director's Decision is made;
  - Finalizing the Plat and satisfaction of any conditions;
  - Circulation for Applicant/Owner and other signatures;
  - Board of County Commissioners execution of the plat as a consent agenda item;
  - Recording the Plat with the County Clerk and Recorder.

## **SUBMITTAL REQUIREMENTS**

Please refer directly to Table 4-201 and the list of General Application Materials in section 4-203.B. These application materials are generally summarized below:

- Application Form (both property owners need to sign the form.).
- Ownership Documentation (deed for both parcels) and title information indicating if there are any lien holders and/or encumbrances
- Letter of Authorization
- Fee Payment and Payment Agreement Form
- Pre-Application Conference Summary
- Names and addresses of **all property owners within 200 feet** of subject parcels all **mineral owners** of the subject parcels.
- Vicinity Map
- Improvements Agreement (may be waived upon request)

- Final Plat (plat should include improvement location information adequate to confirm that no new nonconforming conditions will result from the proposal)
- Code, Covenants, Restrictions
- Response to standards in 5-305 (C)
- The request should be consistent with all applicable provisions of Article 7, Divisions 1, 2 and 3. The Application should include, at a minimum, representations that the amendment will not result in any changes to drainage, access, utilities, and any other applicable Subdivision and Article 7 topics.

Please submit **three** paper copies and **one** electronic that include all submittal materials. Additional copies will be requested upon determination of completeness. Please reference the Land Use and Development Code for additional information on submittal requirements.

**IV. APPLICATION REVIEW**

- a. Review by:** Staff for completeness recommendation and referral agencies for additional technical review
- b. Public Hearing:** X None (Director's Decision)  
 \_\_\_ Planning Commission  
 \_\_\_ Board of County Commissioners  
 \_\_\_ Board of Adjustment
- c. Referral Agencies:** May include Fire Protection District, appropriate HOA (if applicable), Garfield County Designated Engineer, and County Surveyor.

**Application Submittal**

3 Hard Copies  
1 Digital PDF Copy (on CD or USB stick)

Both the paper and the digital copy should be split into individual sections. Please refer to the list included in your pre-application conference summary for the submittal requirements that are appropriate for your application:

- General Application Materials
- Vicinity Map
- Site Plan
- Grading and Drainage Plan
- Landscape Plan
- Impact Analysis
- Traffic Study
- Water Supply/Distribution Plan
- Wastewater Management Plan
- Article 7 Standards

**V. APPLICATION REVIEW FEES**

- a. Planning Review Fees:** \$ 100.00
- b. Referral Agency Fees:** \$ TBD – consulting engineer/civil engineer fees
- c. Total Deposit:** \$ 100.00 (additional hours are billed at \$40.50 /hour)

**General Application Processing**

The pre-application meeting summary is only valid for six (6) months from the date of the written summary.

**Disclaimer**

The foregoing summary is advisory in nature only and is not binding on the County. The summary is based on current zoning, which is subject to change in the future, and upon factual representations that may or may not be accurate. This summary does not create a legal or vested right.

**Pre-application Summary Prepared by:**



---

Patrick Waller, Senior Planner

**March 22, 2017**

Date

# Garfield County Land Explorer

Parcel	Physical Address	Owner	Account Num	Mailing Address
239130300036	Not available CARBONDALE	JAMES, RICHARD NELSON & MARY F	R083398	3973 COUNTY ROAD 100 CARBONDALE, CO 81623
239325100149	5344 100 COUNTY RD CARBONDALE	DAVIDSON, ART	R110244	2200 SEWALD HIGHWAY ANCHORAGE, AK 99523
239325100150	5345 100 COUNTY RD CARBONDALE	WELLES, PETER S & SONDR A T	R011328	5343 COUNTY ROAD 100 CARBONDALE, CO 81623
239325100151	5343 100 COUNTY RD CARBONDALE	WELLES, SONDR A T & PETER S	R011269	5343 COUNTY ROAD 100 CARBONDALE, CO 81623
239325400265	404 104 COUNTY RD CARBONDALE	BLUE, DOLORES (DEE) B REVOCABLE TRUST	R111584	404 COUNTY ROAD 104 CARBONDALE, CO 81623

# Garfield County Land Explorer

Parcel	Physical Address	Owner	Account Num	Mailing Address
239325100148	5347 100 COUNTY RD CARBONDALE	MCDOWELL, CHRISTOPHER & MADELEINE CONWAY	R011415	5347 COUNTY ROAD 100 CARBONDALE, CO 81623
239325100149	5344 100 COUNTY RD CARBONDALE	DAVIDSON, ART	R110244	2200 SEWALD HIGHWAY ANCHORAGE, AK 99523
239325100150	5345 100 COUNTY RD CARBONDALE	WELLES, PETER S & SONDR A T	R011328	5343 COUNTY ROAD 100 CARBONDALE, CO 81623
239325100151	5343 100 COUNTY RD CARBONDALE	WELLES, SONDR A T & PETER S	R011269	5343 COUNTY ROAD 100 CARBONDALE, CO 81623
239325100152	5349 100 COUNTY RD CARBONDALE	WALTER, WILLIAM C & SUSAN C	R011464	2499 PILGRAM HIGHWAY FRANKFORT, MI 49635
239325400265	404 104 COUNTY RD CARBONDALE	BLUE, DOLORES (DEE) B REVOCABLE TRUST	R111584	404 COUNTY ROAD 104 CARBONDALE, CO 81623

# stewart title®

## ALTA COMMITMENT FOR TITLE INSURANCE

ISSUED BY  
STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, a Texas Corporation ("Company"), for a valuable consideration, commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the Proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest in the land described or referred to in Schedule A, upon payment of the premiums and charges and compliance with the Requirements; all subject to the provisions of Schedules A and B and to the Conditions of this Commitment.

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company.

All liability and obligation under this Commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

The Company will provide a sample of the policy form upon request.


This Commitment shall not be valid or binding until countersigned by a validating officer or authorized signatory.

IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned by:

  
Authorized Countersignature





Matt Morris  
President and CEO

Stewart Title - Aspen  
620 East Hopkins Ave  
Aspen, CO 81611  
(970) 925-3577



Denise Carraux  
Secretary

For purposes of this form the "Stewart Title" logo featured above is the represented logo for the underwriter, Stewart Title Guaranty Company.

to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.

## CONDITIONS

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

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252.

This form is restricted to ALTA licensees and ALTA members in good standing as of the date of use. Reprinted under license from the American Land Title Association.





COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

File No.: **01330-104221**

1. Effective Date: **September 26, 2017, at 8:00 A.M.**

2. Policy or Policies to be issued:	Amount of Insurance
(a) ALTA Owner's Policy      2006 (Extended)	T.B.D.
Proposed Insured:	

TBD  
Purported Address:

STATEMENT OF CHARGES

(b) ALTA Loan Policy  
Proposed Insured:

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

Fee Simple

4. Title to the said estate or interest in said land is at the effective date hereof vested in:

Peter S. Welles and Sondra T. Welles

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

See Attached Legal Description

Purported Address:  
5343 County Road 100  
Carbondale, CO 81623  
5345 County Road 100  
Carbondale, CO 81623

STATEMENT OF CHARGES

These charges are due and payable  
before a policy can be issued

Search Rate	
Search Fee:	\$400.00



thence N 88°51'50" W along the North line of said SE1/4NE1/4, 607.15 feet to the true point of beginning;

## SCHEDULE A

### LEGAL DESCRIPTION

Book 482 at Page 927 as Reception No. 276571.

#### Parcel A:

A parcel of land which is part of the SE1/4NE1/4 of Section 25, Township 7 South, Range 88 West of the Sixth Principal Meridian, said parcel of land is more fully described as follows:

Beginning at a brass cap in place and properly marked for the East one quarter corner of said Section 25; thence N 01° 47'00" E along the East line of said SE1/4NE1/4 (with all bearings contained herein relative to a bearing of S 01°47'00" W on the East line of the NE1/4 of said Section 25) 1350.58 feet;  
thence N 88°51'50" W along the North line of said SE1/4NE1/4, 607.15 feet to the true point of beginning;  
thence S 19°16'40" E 143.00 feet;  
thence S 05°07'43" E 272.70 feet;  
thence S 31°05'45" E 117.77 feet;  
thence S 19°16'40" E 143.93 feet;  
thence S 79°10'30" W 924.12 feet to a point on the West line of said SE1/4NE1/4;  
thence N 02°03'18" E along the West line of said SE1/4NE1/4 830.86 feet;  
thence S 88°51'59" E along the North line of said SE1/4NE1/4 697.16 feet to the true point of beginning

Together with non-exclusive easements for ingress and egress as set forth in documents recorded in Book 482 at Page 393 as Reception No. 271130 and in Book 492 at Page 927 as Reception No. 276571.

#### Parcel B:

A parcel of land which is part of the SE1/4NE1/4 of Section 25, Township 7 South, Range 88 West of the Sixth Principal Meridian, said parcel of land is more fully described as follows:

Beginning at a brass cap in place and properly marked for the East One Quarter corner of said Section 25;  
thence N. 89°05'36" W. along the South line of said SE1/4NE1/4 (with all bearings contained herein relative to a bearing of S. 01°47'00" W. on the East line of the NE1/4 of said Section 25) 322.81 feet to the true point of beginning;  
thence N 89°05'36" W. along the South line of said SE1/4NE1/4 988.00 feet to the SW Corner of said SE1/4NE1/4;  
thence N. 02°03'18" E. along the West line of said SE1/4NE1/4 525.00 feet;  
thence N. 79°10'30" E. 924.12 feet;  
thence S. 04°54'50" E. 716.49 feet to the True Point of Beginning.

Together with an access and Utility Easement described in Deed recorded January 27, 1977 in Book 492 at Page 927 as Reception No. 276571, and in Deed recorded March 23, 1979 in Book 525 at Page 52 as Reception No. 292893.

All in the County of Garfield, State of Colorado

COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART I

Subject of this title commitment.

File No.: 01330-104221

The following are the requirements to be complied with:

1. Payment to or for the account of the grantor(s) or mortgagor(s) of the full consideration for the estate or interest to be insured.
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.
3. Evidence satisfactory to Stewart Title Guaranty Company of payment of all outstanding taxes and assessments as certified by the County Treasurer.
4. Execution of Affidavit as to Debts and Liens and its return to Stewart Title Guaranty Company.

NOTE: If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), please notify the Company's escrow officer within 10 days of receipt of this title commitment.

5. THE FOLLOWING REQUIREMENT IS FOR DELETION OF SURVEY EXCEPTIONS 2 AND 3 OF THE OWNERS POLICY:

A SURVEY, meeting the minimum detail standards of the ALTA/ACSM, Survey OR IMPROVEMENT LOCATION CERTIFICATE, prepared by a registered Colorado surveyor, within the last TWO MONTHS, must be presented to Stewart Title Guaranty Company, for its approval prior to the deletion of any survey exceptions from the OWNERS POLICY.

Stewart Title Guaranty reserves the right to take exception to any adverse matters as shown on said survey, or make further inquiry or requirements relative thereto. Said Survey, must be certified to Stewart Title of Colorado and/or Stewart Title Guaranty Company.

6. Deed from vested owner(s) vesting fee simple title in the purchaser(s).

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

NOTE: Notation of the legal address of the grantee must appear on the deed as per 1976 amendment to statute on recording of deeds CRS 38-35-109 (2).

7. Deed of Trust from the Borrower to the Public Trustee for the use of the proposed lender to secure the loan.

NOTE: The vesting deed is shown as follows: Personal Representative's Deed recorded March 22, 2011 as Reception No. 800393.

**NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance and does not warrant, or otherwise insure any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the described herein. This Company's sole liability for any error(s) relating to this product is**



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART I

limited to the amount this was paid for this product.

REPRODUCED BY PERMISSION FROM THE AMERICAN LAND TITLE ASSOCIATION  
ALTA FORM NO. 104221

STEWART TITLE GUARANTY COMPANY



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

File No.: 01330-104221

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

1. Rights or claims of parties in possession, not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. 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 but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) minerals of whatsoever kind, subsurface and surface substances, in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not the matters excepted under (a), (b) or (c) are shown by the Public Records or listed in Schedule B.
7. Water rights, claims or title to water.
8. Any and all unpaid taxes and assessments and any unredeemed tax sales.
9. The effect of inclusions in any general or specific water conservancy, fire protection, soil conservation or other district or inclusion in any water service or street improvement area. Right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded July 12, 1952 in Book 265 at Page 66 as Reception No. 179908. (Parcel A & B)  
  
Excepting and reserving, also to the United States, pursuant to the provisions of the Act of August 1, 1946 (60 Stat., 755) all Uranium, Thorium or and other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land, prospect for, mine and remove the same. Act of April 24, 1920.
10. Matters disclosed on the Warranty Deeds recorded January 27, 1976 in Book 482 at Page 393 as Reception No. 271130 and in Book 482 at Page 395 as Reception No. 271131. (Parcel A & B)
11. A non-exclusive easement for ingress and egress recorded January 27, 1977 in Book 492 at Page 927 as Reception No. 276571. (Parcel B)
12. Resolution No. 79-8 recorded January 24, 1979 in Book 522 at Page 186 as Reception No. 291687. (Parcel A & B)
13. Matters disclosed on Warranty Deed recorded March 23, 1979 in Book 525 at Page 52 as Reception No. 292893, and recorded March 23, 1979 in Book 525 at page 56 as Reception No. 292895, and recorded March 23, 1979 in Book 525 at Page 54 as Reception No. 292894. (Parcel A & B)



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

14. Well Agreement recorded March 23, 1979 in Book 525 at Page 58 as Reception No. 292896. (Parcel A & B)
15. Resolution No. 84-73 recorded April 24, 1984 in Book 648 at page 419 as Reception No. 351659. (Parcel A & B)
16. Right-of-Way Easement, recorded November 14, 1985 in Book 678 at Page 867 as Reception No. 366564. (Parcel A)
17. Right-of-Way Easement for Holy Cross Electric Association, Inc. recorded November 27, 1985 in Book 679 at Page 566 as Reception No. 366912. (Parcel B)
18. Contract for Electric Service, recorded March 31, 1986 in Book 685 at Page 816 as Reception No. 369849. (Parcel A)
19. Right-of-Way Easement for Holy Cross Electric Association, Inc. recorded October 10, 1990 in Book 790 at Page 421 as Reception No. 417783. (Parcel B)
20. Contract for Electric Service Holy Cross Electric Association, Inc. recorded November 5, 1990 in Book 792 at Page 598 as Reception No. 418531. (Parcel B)
21. Agreement for Road Improvements on County Road 103, recorded May 4, 1994 in Book 861 at Page 498 as Reception No. 447029. (Parcel A)
22. Private Road Maintenance Agreement recorded August 19, 1994 as Reception No. 467425. (Parcel B)
23. Private Road Maintenance Agreement, recorded August 19, 1994 in Book 912 at Page 901 as Reception No. 467426. (Parcel A)
24. Underground Right-of-Way Easement for Holy Cross Electric Association, Inc., recorded November 14, 1994 in Book 922 at Page 259 as Reception No. 470855. (Parcel B)
25. Underground Right-of-Way Easement for Holy Cross Electric Association, Inc., recorded November 14, 1994 in Book 922 at Page 261 as Reception No. 470856. (Parcel A)
26. Land Use Change Permit recorded March 18, 2014 as Reception No. 847282. (Parcel B)
27. Resolution No. 2012-53 recorded July 3, 2012 as Reception No. 820944. (Parcel B)

NOTE: Exceptions 1 and 4 may be deleted from the policies, provided the seller and buyer execute the Company's affidavits, as required herein, and the Company approves such deletions. If work has been performed on, or in connection with, the subject property (architectural drawings, soils testing, foundation work, installation of materials), and the Company has not reviewed and approved lien waivers and indemnitor financials, Standard Exception 4 (mechanic lien exception) will not be deleted and no mechanic lien coverage will be furnished. Exceptions 2 and 3 may be deleted from the policies, provided the Company receives and approves the survey or survey affidavit if required herein. Exception 5 will not appear on the policies, provided the Company, or its authorized agent, conducts the closing of the proposed transaction and is responsible for the recordation of the documents.

## DISCLOSURES

Paragraph B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:  
File No.: 01330-104221

Pursuant to C.R.S. 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 SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- C. 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.

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Note: Colorado Division of Insurance Regulations 8-2-2, Section 5, Paragraph G 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 Stewart Title - Aspen 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 Lender's Title Policy when issued.

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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 materialmen 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 unfiled Mechanic's and Materialmen's Liens.
- D. The Company must receive payment of the appropriate premium.
- E. If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed Indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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To comply with the provisions of C.R.S. 10-11-123, the Company makes the following disclosure:

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

**NOTE: THIS DISCLOSURE APPLIES ONLY IF SCHEDULE B, SECTION 2 OF THE TITLE COMMITMENT HEREIN INCLUDES AN EXCEPTION FOR SEVERED MINERALS.**

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**Notice of Availability of a Closing Protection Letter:** Pursuant to Colorado Division of Insurance Regulation 8-1-3, Section 5, Paragraph C (11)(f), a closing protection letter is available to the consumer.

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NOTHING HEREIN CONTAINED WILL BE DEEMED TO OBLIGATE THE COMPANY TO PROVIDE ANY OF THE COVERAGES REFERRED TO HEREIN, UNLESS THE ABOVE CONDITIONS ARE FULLY SATISFIED.

## STG Privacy Notice Stewart Title Companies

### WHAT DO THE STEWART TITLE COMPANIES DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of the Stewart Title Guaranty Company and its title affiliates (the Stewart Title Companies), pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as the Stewart Title Companies, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information.	Do we share	Can you limit this sharing?
<b>For our everyday business purposes</b> —to process your financial transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	No  Yes	We don't share  No
<b>For our marketing purposes</b> — to offer our products and services to you.	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don't share
<b>For our affiliates' everyday business purposes</b> — information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and non-financial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	Yes	No  computer, file, and building safeguards
<b>For our affiliates' everyday business purposes</b> — information about your creditworthiness.	No	We don't share
<b>For our affiliates to market to you</b> — For your convenience, Stewart has developed a means for you to opt out from its affiliates marketing even though such mechanism is not legally required.	Yes	Yes, send your first and last name, the email address used in your transaction, your Stewart file number and the Stewart office location that is handling your transaction by email to <a href="mailto:optout@stewart.com">optout@stewart.com</a> or fax to 1-800-335-9591.
<b>For non-affiliates to market to you.</b> Non-affiliates are companies not related by common ownership or control. They can be financial and non-financial companies. <i>Officer, Houston, Texas 77056</i>	No	We don't share

We may disclose your personal information to our affiliates or to non-affiliates as permitted by law. If you request a transaction with a non-affiliate, such as a third party insurance company, we will disclose your personal information to that non-affiliate. [We do not control their subsequent use of information, and suggest you refer to their privacy notices.]

### SHARING PRACTICES

How often do the Stewart Title Companies notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How do the Stewart Title Companies protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer, file, and building safeguards.
How do the Stewart Title Companies collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none"> <li>▪ request insurance-related services</li> <li>▪ provide such information to us</li> </ul> We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

**Contact us:** If you have any questions about this privacy notice, please contact us at: Stewart Title Guaranty Company, 1980 Post Oak Blvd., Privacy Officer, Houston, Texas 77056



Doc. #179908

United States of America

to

John W. Mulford

Patent

Dated Nov. 15, 1951

Signed by Jas. F. Homer,  
Chief, Patents Section

(GPO seal affixed)

NW-NE<sub>4</sub>, SE-NE<sub>4</sub>, Sec. 25, Tp. 7 S., R. 6 W., 6th P. M. The area described contains 80 acres. Subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of court; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, also, to the United States, pursuant to the provisions of the Act of Aug. 1, 1945 (60 Stat. 759) all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land prospect for, mine, and remove the same.

Filed for record July 12, 1952, at 2:24 o'clock A. M. in book 245 at page 66 thereof.

is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimant

4-1028  
(April 1960)

Denver 056885

# The United States of America

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Land ~~Grant~~ and Survey Office at Denver, Colorado, is now deposited in the Bureau of Land Management, whereby it appears that full payment has been made by the claimant ~~to the United States~~, to the United States, to the United States, to the provisions of the Act of August 1, 1946 according to the provisions of the Act of Congress of April 24, 1820, entitled "An Act making further provision for the sale of the Public Lands," and the acts supplemental thereto, for the following-described land:

Sixth Principal Meridian, Colorado.

T. 7 S., R. 68 W.,

Sec. 25, NW $\frac{1}{4}$ , SE $\frac{1}{4}$ .

The area described contains 80 acres,

according to the Official Plat of the Survey of the said Land, on file in the Bureau of Land Management:

NOW KNOW YE, That the UNITED STATES OF AMERICA, in consideration of the premises, and in conformity with the several Acts of Congress in such case made and provided, HAS GIVEN AND GRANTED, and by these presents DOES GIVE AND GRANT unto the said claimant and to the heirs of the said claimant the tract above described; To HAVE AND TO HOLD the same, together with all the rights, privileges, immunities, and appurtenances, of whatsoever nature, thereunto belonging, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right-of-way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, also, to the United States, pursuant to the provisions of the Act of August 1, 1946 (60 Stat., 755), all uranium, thorium or any other material which is or may be determined to be peculiarly essential to the production of fissionable materials, whether or not of commercial value, together with the right of the United States through its authorized agents or representatives at any time to enter upon the land and prospect for, mine, and remove the same.

IN TESTIMONY WHEREOF, the undersigned authorized officer of the Bureau of Land Management, in accordance with the provisions of the Act of June 17, 1948 (62 Stat., 476), has, in the name of the United States, caused these letters to be made Patent, and the Seal of the Bureau to be hereunto affixed.

GIVEN under my hand, in the District of Columbia, the **FIFTEENTH** day of **NOVEMBER** in the year of our Lord one thousand nine hundred and **FIFTY-ONE** and of the Independence of the United States the one hundred and **SEVENTY-SIXTH**

(SEAL)

For the Director, Bureau of Land Management.

By Jac. F. Homer  
Chief, Patents Section.

Patent Number -----133296-----

J

Recorded at 2:46 o'clock P. M. JAN 27 1976  
Reception No. 271130 Eila Stephens, Recorder

BOOK 482 PAGE 393

STATE DOCUMENTS  
JAN 27 1976

WARRANTY DEED

RIMLEDGE URANIUM AND MINING CORPORATION, a Utah Corporation, qualified to do business in Colorado, whose street address is 275 East 32nd Street, Durango, Colorado 81301, Grantor, for the consideration of One Hundred Dollars (\$100.00) and other good and valuable considerations, in hand paid, hereby sells and conveys to SYDNEY LINCICOME, whose address is P. O. Box 823, Carbondale, Colorado 81623, the following real property in the County of Garfield, State of Colorado, to-wit:

An undivided one-half interest in and to SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 25, Township 7 South, Range 88 West of the 6th P.M. containing 40 acres, more or less

with all its appurtenances and warrants the title to the same subject to reservations and exceptions contained in the applicable United States Patent and subject to general taxes for the year 1976, payable in 1977, and subject to the following restrictive covenants, which covenants shall run with the land:

- (1) No temporary buildings or structures of any kind including but not limited to, towed or self-propelled trailers, mobile homes or campers shall be constructed or permitted to remain upon any part of the property except for typical construction shacks and/or tool and material storage sheds which shall be used in connection with and permitted to remain only during periods of construction of permanent improvements.
- (2) All construction and alteration work once commenced within the property shall be pursued diligently and shall be completed as promptly as reasonably possible; the site of such construction shall be kept clear and free from unnecessary and unreasonable accumulation of trash and debris.
- (3) All unsightly structures, facilities, equipment and other items, including but not limited to trailers, boats, trucks, tractors, snow removal or garden equip-

ment, and any similar items shall be kept at all times except when in actual use, in enclosed structures or otherwise screened from view from any adjoining property. No lumber, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any property, except building materials during the course of construction and then only for such reasonable period of time as is necessary prior to collection or disposal thereof.

(4) No mining, quarrying, tunneling, excavating or drilling for any substance within the earth, including oil, gas, minerals, gravel, sand, rock and earth, but excluding water, shall be permitted on any part of the property.

(5) No firearms shall be discharged within the boundaries of the property.

Grantor covenants that a nonexclusive access and egress road from the County Road to the NE Corner of the SE 1/4 NE 1/4 of Section 25, will be completed before August 1, 1976.

Grantor grants to grantee his heirs and assigns a nonexclusive right of way of access and egress along such access road. My commission expires: January 30, 1977

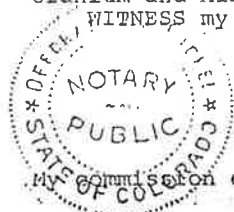
IN WITNESS WHEREOF, this Warranty Deed is executed this 26th day of January, 1976.

RIMLEDGE URANIUM AND MINING CORPORATION

By: Fern A. McCormick  
Its President

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF GARFIELD )

The foregoing Warranty Deed was acknowledged before me this 26th day of January, 1976, by Fern A. McCormick as President of Rimledge Uranium and Mining Corporation. WITNESS my hand and official seal.



Detlev K. Reichel  
Notary Public

My commission expires: January 30, 1977

Recorded at 247 P U. JAN 27 1976  
Reception No. 271101 Mills Stephens, Recorder

BOOK 482 PAGE 395

STATE DOCUMENTARY FILE  
JAN 27 1976

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WARRANTY DEED

RIMLEDGE URANIUM AND MINING CORPORATION, a Utah Corporation, qualified to do business in Colorado, whose street address is 275 East 32nd Street, Durango, Colorado 81301, Grantor, for the consideration of One Hundred Dollars (\$100.00) and other good and valuable considerations, in hand paid, hereby sells and conveys to DAVID S. HOTCHKISS and MARY CYNTHIA HOTCHKISS, husband and wife, in joint tenancy, whose address is P. O. Box 871, Carbondale, Colorado 81623, the following real property in the County of Garfield, State of Colorado, to-wit:

An undivided one-half interest in and to with and bearing  
SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 25, Township 7 South,  
Range 88 West of the 6th P.M. containing  
40 acres, more or less

with all its appurtenances and warrants the title to the same subject to reservations and exceptions contained in the applicable United States Patent and subject to general taxes for the year 1976, payable in 1977, and subject to the following restrictive covenants, which on such construction shall be kept clear and free from  
covenants shall run with the land:

- (1) No temporary buildings or structures of any kind including but not limited to, towed or self-propelled trailers, mobile homes or campers shall be constructed or permitted to remain upon any part of the property except for typical construction shacks and/or tool and material storage sheds which shall be used in connection with and permitted to remain only during periods of construction of permanent improvements.
- (2) All construction and alteration work once commenced within the property shall be pursued diligently and shall be completed as promptly as reasonably possible; the site of such construction shall be kept clear and free from unnecessary and unreasonable accumulation of trash and debris.
- (3) All unsightly structures, facilities, equipment and other items, including but not limited to trailers, boats, trucks, tractors, snow removal or garden equip-

ment, and any similar items shall be kept at all times except when in actual use, in enclosed structures or otherwise screened from view from any adjoining property. No lumber, metals, bulk materials, scrap, refuse or trash shall be kept, stored or allowed to accumulate on any property, except building materials during the course of construction and then only for such reasonable period of time as is necessary prior to collection or disposal thereof.

- (4) No mining, quarrying, tunneling, excavating or drilling for any substance within the earth, including oil, gas, minerals, gravel, sand, rock and earth, but excluding water, shall be permitted on any part of the property.
- (5) No firearms shall be discharged within the boundaries of the property.

Grantor covenants that a nonexclusive access and egress road from the County Road to the NE Corner of the SE 1/4 of Section 25, will be completed before August 1, 1976.

Grantor grants to grantees their heirs and assigns a nonexclusive right of way of access and egress along such access road.

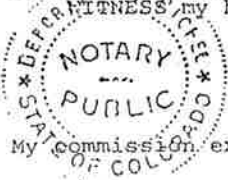
IN WITNESS WHEREOF, this Warranty Deed is executed this 26th day of January, 1976.

RIMLEDGE URANIUM AND MINING CORPORATION

By: Fern A. McCormick  
Its President

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF GARFIELD )

The foregoing Warranty Deed was acknowledged before me this 26th day of January, 1976, by Fern A. McCormick as President of Rimledge Uranium and Mining Corporation.  
WITNESS my hand and official seal.



Robert H. Richel  
Notary Public

EASEMENT

Centennial Associates for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, hereby grants to DIANE DALE, G. DANIEL ENTERLINE, JR., ALAN STOREY, MICHAEL O'LEARY, and SYDNEY LINCICOME, DAVID HOTCHKISS AND MARY CYNTHIA HOTCHKISS, a non-exclusive easement for ingress and egress twenty feet (20') wide following an existing road over and across the following described property:

A parcel of land situated in Lots 3 and 4 of Section 19, Township 7 South, Range 87 West of the Sixth Principal Meridian, County of Garfield, State of Colorado, lying Easterly of the Westerly line of said Section 19 and Northerly of the Southerly line of said Section 19, said parcel of land is described as follows:

Beginning at the Southwest Corner of said Section 19, thence N.01°47'00" E. 1051.15 feet along the Westerly line of said Section 19; thence S.89°49'08" E. 495.00 feet; thence N.01°47'00" E. 495.15 feet; thence East 640.33 feet; thence South 1508.63 feet more or less to a point on the Southerly line of said Section 19; thence S.88°17'20" W. along the Southerly line of said Section 19, 1183.97 feet, more or less to the Southwest Corner of said Section 19, the point of beginning.

Signed this 11 day of January 1977.

*Centennial Associates*  
CENTENNIAL ASSOCIATES

*John Seigle*  
JOHN SEIGLE

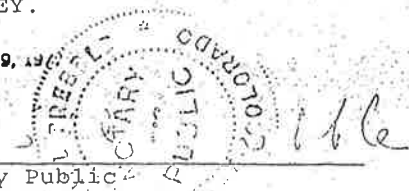
STATE OF COLORADO )  
                          ) ss.  
COUNTY OF PITKIN )

The foregoing instrument was acknowledged before me this 11th day of January, 1977 by ALAN STOREY.

My Commission Expires: My Commission expires Apr. 19, 1978

Witness my hand and official seal.

Notary Public



Recorded at 3:42 o'clock P. M. JAN 24 1979 Book 522 Page 146  
Reception No. 291687 Mildred Alsdorf, Recorder

BEFORE THE BOARD OF COUNTY COMMISSIONERS OF  
GARFIELD COUNTY, COLORADO

RESOLUTION NO. 79 - 8

WHEREAS, David Hotchkiss and Sydney Lincicome have petitioned the Board of County Commissioners of Garfield County, Colorado, for an exemption from the definition of the terms "subdivision" and "subdivided land" under C.R.S. 1973, 30-28-101 (10) (a)-(d) as amended, and the Subdivision Regulations of Garfield County, Colorado, adopted January 2, 1979, Sections 2.02.21(d) and 3.02.01 for the division of a 40.0 acre tract into three (3) tracts of approximately 13.3 acres each more or less, and said 40 acre tract is more particularly described as follows:

The SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 25, T.7S, R.88W. of the 6th P.M. in the State of Colorado and County of Garfield

WHEREAS, the Petitioners have demonstrated to the satisfaction of the Board of County Commissioners of Garfield County, Colorado, that they desire said exemption for the purpose of resale of said tracts into single-family residential acreage.

WHEREAS, the Petitioners have demonstrated to the satisfaction of the Board of County Commissioners of Garfield County, Colorado, that there is a reasonable probability of locating domestic water on each of said tracts, that there is adequate ingress and egress to said tracts, that the location of septic tanks will be permitted by the Colorado Department of Health, that the requested division is in accordance with the general purposes and intent of the Subdivision Regulations of the State of Colorado and the County of Garfield, and should, therefore, be exempted from the definition of the terms "subdivision" and "subdivided land" as set forth in C.R.S. 1973, 30-28-101 (10) (a)-(d) as amended;

NOW, THEREFORE, upon the motion of Larry Velasquez, seconded by Richard C. Jolley, and carried, said 40.0 acre tract of land is hereby exempted from such definitions and said tract may be divided into three (3) tracts of 13.3 acres each, more or less, all as is more fully described above, and said divided tract may be conveyed in the form of such smaller tracts without further compliance with



522/187

JAN 15 1979

the aforesaid subdivision statutes and regulations; provided, however, that said exemption is conditioned on the Petitioners obtaining a proper legal description of said tracts prior to any conveyance thereof. A copy of the instrument or instruments of conveyance when recorded shall be filed with this Resolution.

Dated this 15th day of January, A.D. 1979.

THE BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO

By Flaven J. Gerjse  
Flaven J. Gerjse, Chairman

ATTEST: Nancy Rich Pace  
Deputy Clerk of the Board  
of County Commissioners  
Garfield County, Colorado

MAR 2 3 1979  
STATE DOCUMENTARY FEE

Recorded at 4:40 o'clock P.M. MAR 3 3 1979 State Documentary Fee \$ 5-0-

Reception No. 292893 Mildred Alsdorf, Recorder  
WARRANTY DEED

BOOK 525 PAGE 52

the East One Quarter Corner of said Section 25; thence N.

SYDNEY LINCICOME, whose address is P. O. Box 121,  
Carbondale, Colorado, DAVID S. HOTCHKISS and MARY CYNTHIA  
HOTCHKISS, whose address is 178 Euclid Avenue, Carbondale,  
Colorado, 81623, for the consideration of One Hundred Dollars  
and other good and valuable considerations, in hand paid,

hereby sell and convey to DAVID S. HOTCHKISS and MARY CYNTHIA  
subject to:

HOTCHKISS, as joint tenants, whose address is 178 Euclid  
Avenue, Carbondale, Colorado, the following real property in  
the County of Garfield, State of Colorado, to wit:

A parcel of land which is part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 25,  
Township 7 South, Range 88 West of the Sixth Principal  
Meridian. Said parcel of land is more fully described as  
follows:

Beginning at a Brass Cap in place and properly marked for  
the East One Quarter Corner of said Section 25; thence N.  
89°05'36" W. along the South line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$  (with all  
bearings contained herein relative to a bearing of S. 01°47'00"  
W. on the East line of the NE $\frac{1}{4}$  of said Section 25) 322.81  
feet to the true point of beginning; thence N. 89°05'36" W.  
along the South line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$  988.0 feet to the SW  
Corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence N. 02°03'18" E. along the West  
line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$  525.00 feet; thence N. 79°10'30" E. 924.12  
feet; thence S. 04°54'50" E. 716.49 feet to the true point  
of beginning.

with all its appurtenances and warrant title to the same,

subject to: 1. 60 feet in width of the Sixth Principal  
Meridian, being 60 feet in width of the Sixth Principal

Rights of way and reservations contained in the United States  
Patent recorded in Book 265 at Page 66 of the Garfield  
County records;

Restrictions recorded in Book 482 at Page 393 and in Book 482  
at Page 395 of the Garfield County records;

Inclusion in any general or specific water conservancy, fire  
protection, soil conservation or other district;

Taxes for 1979, due and payable in 1980;

There is also conveyed by quit claim and without warranty an  
easement which is appurtenant to the property described  
above and is granted to the exclusion of all other persons  
except the grantors, who reserve unto themselves, their heirs,  
successors and assigns the right of use of said easement:

An access and utility easement lying in the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section  
25, Township 7 South, Range 88 West of the Sixth Principal  
Meridian, being 60 feet in width and lying 30.00 feet on  
either side of the following described centerline:

Beginning at a point whence the East One Quarter Corner of  
said Section 25 bears: S. 22°36'21" E. 1436.88 feet; thence  
106.73 feet along the arc of a curve to the left, having a  
radius of 100.00 feet, the chord of which bears: S. 53°21'19"  
W. 101.74 feet; thence S. 22°46'45" W. 83.42 feet; thence

SIGNED this 23<sup>rd</sup> day of March, 1979

BOOK 525 PAGE 53

76.45 feet along the arc of a curve to the left, having a radius of 200.00 feet, the chord of which bears S. 11°49'40" W. 75.99 feet; thence S. 00°52'35" W. 237.39 feet; thence 50.12 feet along the arc of a curve to the right, having a radius of 200.00 feet, the chord of which bears: S. 08°03'18" W. 49.98 feet; thence S. 15°14'01" W. 182.71 feet, the sidelines of the above described easement being either lengthened or shortened on the ends to terminate on existing property boundary lines, Garfield County, Colorado.

By the recording of this deed, the grantees assume and agree to pay one-third of the maintenance expenses incurred for constructing and maintaining the roadways shown on the Subdivision Plat - Flying Bar Ranch, dated February 3, 1979, prepared by Sydney Lincicome, Registered Land Surveyor, Colorado No. 14111.

SIGNED this 23<sup>rd</sup> day of March, 1979.

*Sydney Lincicome*  
Sydney Lincicome

*David S. Hotchkiss*  
David S. Hotchkiss

*Mary Cynthia Hotchkiss*  
Mary Cynthia Hotchkiss

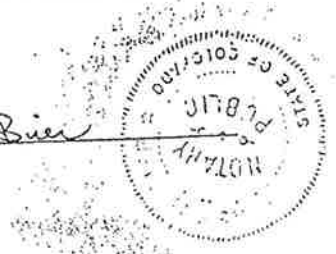
STATE OF COLORADO )  
COUNTY OF GARFIELD ) ss.

The foregoing warranty deed was acknowledged before me this 23<sup>rd</sup> day of March, 1979, by Sydney Lincicome, David S. Hotchkiss and Mary Cynthia Hotchkiss.

Witness my hand and official seal.

*John M. Buer*  
Notary Public

My commission expires: Feb. 26, 1980



in hand paid, hereby sell and convey to GARY G. HALL and

MAR 23 1979  
GARFIELD COUNTY CO.

Recorded at 444 o'clock M. MAR 23 1979 State Documentary Fee \$ 2.20  
Reception No. 292895 Mildred Alsdorf, Recorder

WARRANTY DEED

BOOK 525 PAGE 56

Beginning at a Brass Cap in place and properly marked for the East One Quarter Corner of said Section 25, said Brass

SYDNEY LINCICOME, whose address is P. O. Box 121, Carbondale, Colorado, 81623, DAVID S. HOTCHKISS and MARY CYNTHIA HOTCHKISS, whose address is 178 Euclid Avenue, Carbondale, Colorado, 81623, for the consideration of One Hundred Dollars and other good and valuable considerations, in hand paid, hereby sell and convey to GARY G. HALL and KATHLEEN F. HALL, as joint tenants, whose address is 0152

Deer Trail Avenue, Carbondale, Colorado, 81623, the following real property in the County of Garfield, State of Colorado, to wit:

A parcel of land which is part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 25, Township 7 South, Range 88 West of the Sixth Principal Meridian. Said parcel is more fully described as follows: Beginning at a Brass Cap in place and properly marked for the East One Quarter Corner of said Section 25, said Brass Cap being the true point of beginning; thence N. 89°05'36" W. (with all bearings contained herein relative to a bearing of S. 01°47'00" W. on the East line of the NE $\frac{1}{4}$  of said Section 25) along the South line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$  322.81 feet; thence N. 04°54'50" W. 716.49 feet; thence N. 19°16'40" W. 143.93 feet; thence N. 31°05'45" W. 117.77 feet; thence N. 05°07'43" W. 272.70 feet; thence N. 19°40'16" W. 143.00 feet; to a point on the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence S. 88°51'59" E. along the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$  607.15 feet to the NE corner of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence S. 01°47'00" W. along the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$  1350.58 feet to the true point of beginning.

the sidelines of the above described easement being lengthened with all its appurtenances and warrant title to the same,

subject to:

Rights of way and reservations contained in the United States Patent recorded in Book 265 at Page 66 of the Garfield County records;

Restrictions recorded in Book 482 at Page 393 and in Book 482 at Page 395 of the Garfield County records;

The reservation by the grantors of an access and utility easement lying in the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 25, Township 7 South, Range 88 West of the Sixth Principal Meridian, being 60 feet in width and lying 30 feet on either side of the following described centerline:

Beginning at a point on the Northerly line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$  whence the East One Quarter corner of said Section 25 bears S. 00°30'38" W. 1350.57 feet; thence 170.61 feet along the arc of a curve to the right, having a radius of 100.00 feet, the chord of which bears: S. 50°39'30" W. 150.66 feet; thence N. 80°28'00" W. 426.61 feet; thence 27.23 feet along the arc of a curve to the left, having a radius of 100.00 feet, the chord of which bears: N. 88°16'03" W. 27.14 feet, the sidelines of the above described easement being lengthened or shortened on the ends to terminate on existing property boundary lines, Garfield County, Colorado.

BOOK 525 PAGE 57

Inclusion in any general or specific water conservancy, fire protection, soil conservation or other district;

Taxes for 1979, due and payable in 1980.

There is also conveyed by quit claim and without warranty an easement which is appurtenant to the property described above and is granted to the exclusion of all other persons except the grantors, who reserve unto themselves, their heirs, successors and assigns the right of use of said easement:

An access and utility easement lying in the SE 1/4 of Section 25, Township 7 South, Range 88 West of the Sixth Principal Meridian, being 60.00 feet in width and lying 30.00 feet on either side of the following described centerline: Beginning at a point whence the East One Quarter Corner of said Section 25 bears: S. 22°36'21" E. 1436.88 feet; thence 260.37 feet along the arc of a curve to the left having a radius of 100.00 feet, the chord of which bears: S. 9°20'27" W. 192.81 feet; thence S. 65°15'00" E. 86.08 feet, the sidelines of the above described easement being lengthened or shortened on the ends to terminate on existing property boundary lines, Garfield County, Colorado.

By the recording of this deed, the grantees assume and agree to pay one-third of the maintenance expenses incurred for constructing and maintaining the roadways shown on the Subdivision Plat - Flying Bar Ranch, dated February 3, 1979, prepared by Sydney Lincicome, Registered Land Surveyor, Colorado No. 14111.

SIGNED this 23rd day of March, 1979.

Sydney Lincicome  
Sydney Lincicome

David S. Hotchkiss  
David S. Hotchkiss

Mary Cynthia Hotchkiss  
Mary Cynthia Hotchkiss

STATE OF COLORADO )  
                                ) ss.  
COUNTY OF GARFIELD )

The foregoing warranty deed was acknowledged before me this 23<sup>rd</sup> day of March, 1979, by Sydney Lincicome, David Hotchkiss and Mary Cynthia Hotchkiss.

Witness my hand and official seal.

Jeffrey M. Buer  
Notary Public



My commission expires: FEB. 26, 1980

Colorado, 81623, the following real property in the County

Recorded at 442 1/2 o'clock P.M. MAR 23 1979 State Documentary Fee \$ 62 MAR 23 1979  
Exception No. 292834 Mildred Alsdorf, Recorder  
WARRANTY DEED

BOOK 525 PAGE 54

SYDNEY LINCICOME, whose address is P. O. Box 121, Carbondale, Colorado, 81623, and DAVID S. HOTCHKISS and MARY CYNTHIA HOTCHKISS, whose address is 178 Euclid Avenue, Carbondale, Colorado, 81623, for the consideration of One Hundred Dollars and other good and valuable considerations, in hand paid, hereby sell and convey to SYDNEY LINCICOME and AIMEE ELIZABETH LINCICOME, whose address is P. O. Box 121, Carbondale, Colorado, 81623, the following real property in the County of Garfield, State of Colorado, to wit:

A parcel of land which is part of the SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 25, Township 7 South, Range 88 West of the Sixth Principal Meridian. Said parcel of land is more fully described as follows: Beginning at a Brass Cap in place and properly marked for the East One Quarter Corner of said Section 25; thence N. 01°47'00" E. along the East line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$  (with all bearings contained herein relative to a bearing of S. 01°47'00" W. on the East line of the NE $\frac{1}{4}$  of said Section 25) 1350.58 feet; thence N. 88°51'59" W. along the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$  607.15 feet to the true point of beginning; thence S. 19°40'16" E. 143.00 feet; thence S. 5°07'43" E. 272.70 feet; thence S. 31°05'45" E. 117.77 feet; thence S. 19°16'40" E. 143.93 feet; thence S. 79°10'30" W. 924.12 feet to a point on the West line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$ ; thence N. 02°03'18" E. along the West line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$  830.86 feet; thence S. 88°51'59" E. along the North line of said SE $\frac{1}{4}$ NE $\frac{1}{4}$  697.16 feet to the true point of beginning.

with all its appurtenances and warrant title to the same, subject to:

Rights of way and reservations contained in the United States Patent recorded in Book 265 at Page 66 of the Garfield County records;

Restrictions recorded in Book 482 at Page 393 and in Book 482 at Page 395 of the Garfield County records;

Inclusion in any general or specific water conservancy, fire protection, soil conservation or other district;

By the recording of this deed, the grantees assume and agree to pay one-third of the maintenance expenses incurred for constructing and maintaining the roadway shown on the Subdivision Plat - Flying Bar Ranch, dated February 3, 1979, prepared by Sydney Lincicome, Registered Land Surveyor, Colorado No. 14111.

Taxes for 1979, due and payable in 1980;

SIGNED this 23<sup>rd</sup> day of March, 1979.

Sydney Lincicome  
Sydney Lincicome

David S. Hotchkiss  
David S. Hotchkiss

Mary Cynthia Hotchkiss  
Mary Cynthia Hotchkiss

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

The foregoing warranty deed was acknowledged before me  
this 23<sup>rd</sup> day of March, 1979, by Sydney Lincicome, David  
Hotchkiss and Mary Cynthia Hotchkiss.

Witness my hand and official seal.

Jolene M. Brien  
Notary Public



My commission expires: FEB. 26, 1980

WELL AGREEMENT

THIS AGREEMENT made and entered into among SYDNEY and AIMEE ELIZABETH LINCICOME, LINCICOME/ (Lincicome) and DAVID S. HOTCHKISS and MARY CYNTHIA HOTCHKISS, (Hotchkiss) and GARY G. HALL and KATHLEEN F. HALL, (Hall),

WITNESSETH: their agreement for the construction, continued maintenance, WHEREAS, Hall is the owner of the real property described as Parcel A, Hotchkiss is the owner of the real property described as Parcel B, and Lincicome is the owner of the real property described as Parcel C, as described more fully in Exhibit "1" attached hereto and incorporated herein;

WHEREAS, the parties contemplate drilling a water well at a location to be determined on the property described in Exhibit "1", and in conjunction therewith installing a pump and pipelines, and providing a water supply for domestic purposes to houses which may be built in the future on said Parcels A, B, and C;

AND WHEREAS, parties are desirous of setting forth their agreement for the construction, continued maintenance, all repairs, maintenance, improvements, and all other costs operation, and improvement of such water facility for the use and benefit of the property described in Exhibit "1";

IN CONSIDERATION of the mutual covenants and agreements contained herein, the sufficiency of which is acknowledged, the parties agree as follows:

1. The parties agree to equally share the expense of drilling the well and all costs of materials and labor for the installation of the pump, water supply pipelines, and any other equipment installed in conjunction with said well, and to equally share all of electricity and utility charges incurred in connection with the operation of said well.
2. The parties agree to equally share the expense of all repairs, maintenance, improvements, and all other costs and expenses incurred in connection with said well from and after the date hereof.



3. Each of the parties shall own an undivided one-third interest in said water well, the water rights appurtenant thereto, and the pump and miscellaneous equipment used in connection with said well. Each of the parties shall have construction, installation, and maintenance thereof, and for an equal right to use of the water from said well. However, no party shall use said water other than for purposes authorized by the well permit, or in such a fashion as to damage the well or pump equipment.

4. Each party agrees that the well to be drilled in the future may be drilled on his property, and each party and maintenance of the water lines and water system as set agrees to perform whatever acts are necessary to give meaning and effect to this agreement.

5. The party owning the property on which the well is ultimately located hereby grants unto the other parties an easement across his property for the purpose of providing the right of access to said well for the purpose of drilling, construction, installation, and maintenance thereof, and for the purpose of installing and maintaining an underground water supply pipeline from said well to the properties owned respectively by the other parties.

6. Each party hereby grants unto the other an easement across his property for the purpose of construction, installation, and maintenance of the water lines and water system as set forth herein

7. This agreement shall be binding upon and inure to the benefit of the respective heirs, successors and assigns of the parties hereto, and may be modified only by written agreement executed by the parties hereto or their successors or assigns. Any subsequent conveyance by the parties hereto of the property owned by them and described herein shall be subject to the terms of this agreement.

Sydney Lincicome  
Sydney Lincicome

David S. Hotchkiss  
David S. Hotchkiss

Gary G. Hall  
Gary G. Hall

Mary Cynthia Hotchkiss  
Mary Cynthia Hotchkiss

Kathleen F. Hall  
Kathleen F. Hall

Aimee Elizabeth Lincicome  
Aimee Elizabeth Lincicome

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

The foregoing agreement was acknowledged before me this 23rd day of March, 1979, by Sydney Lincicome, David S. Hotchkiss, Mary Cynthia Hotchkiss, Gary G. Hall and Kathleen F. Hall, and Aimee Elizabeth Lincicome.

Witness my hand and official seal.

*Jelley M. Bue*  
Notary Public



My commission expires: Feb. 23, 1979

A parcel of land which is part of the SE1/4 of Section 25, Township 7 South, Range 88 West of the Sixth Principal Meridian. Said parcel is more fully described as follows:

Beginning at a Brass Cap in place and properly marked for the East One Quarter Corner of said Section 25, said Brass Cap being the true point of beginning; thence S 89°05'56"W. (with all bearings contained herein relative to a bearing of S 01°47'00"W on the East line of the 1/4 of said Section 25) along the South line of said SE1/4 322.81 feet; thence S 04°52'20"W 718.49 feet; thence S 19°16'40"W 143.93 feet; thence S 31°05'45"W 117.77 feet; thence S 05°07'43"W 172.70 feet; thence S 19°40'16"W 143.00 feet; to a point on the North line of said SE1/4; thence S 88°51'59"E along the North line of said SE1/4 607.15 feet to the NE Corner of said SE1/4; thence S 01°47'00"W along the East line of said SE1/4 1500.55 feet to the true point of beginning, Garfield County, Colorado.

The above described parcel of land contains 13.55 acres, more or less.

## PARCEL "B"

A parcel of land which is part of the SE1/4 of Section 25, Township 7 South, Range 88 West of the Sixth Principal Meridian. Said parcel of land is more fully described as follows:

Beginning at a Brass Cap in place and properly marked for the East One Quarter Corner of said Section 25; thence S 89°05'56"W along the South line of said SE1/4 (with all bearings contained herein relative to a bearing of S 01°47'00"W on the East line of the 1/4 of said Section 25) 322.81 feet to the true point of beginning; thence S 04°52'20"W 718.49 feet along the South line of said SE1/4 985.00 feet to the SE Corner of said SE1/4; thence S 02°03'18"W along the East line of said SE1/4 518.10 feet; thence S 79°10'30"E 924.12 feet; thence S 02°03'18"W 518.10 feet to the true point of beginning, Garfield County, Colorado.

The above described parcel of land contains 13.55 acres, more or less.

## PARCEL "C"

A parcel of land which is part of the SE1/4 of Section 25, Township 7 South, Range 88 West of the Sixth Principal Meridian. Said parcel of land is more fully described as follows:

Beginning at a Brass Cap in place and properly marked for the East One Quarter Corner of said Section 25; thence S 01°47'00"W along the East line of said SE1/4 (with all bearings contained herein relative to a bearing of S 01°47'00"W on the East line of the 1/4 of said Section 25) 1500.55 feet; thence S 88°51'59"W along the North line of said SE1/4 607.15 feet to the true point of beginning; thence S 19°40'16"W 143.00 feet; thence S 05°07'43"W 172.70 feet; thence S 31°05'45"W 117.77 feet; thence S 19°16'40"E 143.93 feet; thence S 79°10'30"W 924.12 feet to a point on the West line of said SE1/4; thence S 02°03'18"E along the West line of said SE1/4 518.10 feet; thence S 89°51'59"E along the North line of said SE1/4 607.15 feet to the true point of beginning, Garfield County, Colorado.

The above described parcel of land contains 13.55 acres, more or less.

## EXHIBIT 1

incurred in connection with the operation of said well.

2. The parties agree to equally share the expense of all repairs, maintenance, improvements, and all other costs and expenses incurred in connection with said well from and after the date hereof.

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4

A RESOLUTION CONCERNED WITH THE APPROVAL OF A SPECIAL USE PERMIT

Recorded at 8:04 o'clock A.M. APR 24 1984

STATE OF COLORADO ) Reception No. 351659 MILDRED ALSDORF, RECORDER
County of Garfield ) ss GARFIELD COUNTY, COLORADO

BOOK 648 PAGE 419

At a regular meeting of the Board of County Commissioners for Garfield County, Colorado, held at the Commissioners' Annex in Glenwood Springs on Monday, the 23rd day of April of A.D. 1984, there were present:

- Larry Velasquez, Commissioner Chairman
Flaven J. Cerise, Commissioner
Eugene "Jim" Drinkhouse, Commissioner
Earl Rhodes, County Attorney
Mildred Alsdorf, Clerk of the Board

When the following proceedings, among others were had and done, to-wit:

RESOLUTION NO. 84-73

A RESOLUTION CONCERNED WITH THE APPROVAL OF A SPECIAL USE PERMIT APPLICATION BY STEVEN AND KIMBERLY MORELLI

WHEREAS, the Board of County Commissioners of Garfield County, Colorado, has received an application from Steven and Kimberly Morelli for a Special Use permit for a mobile home as a principal use of a lot on the following described tract of land:

A parcel of land which is part of the SE 1/4 NE 1/4 of Section 25, T7S, R88W of the Sixth Principal Meridian.

(in the State of Colorado and the County of Garfield); and use of the above described tract of land for a mobile home as a

WHEREAS, pursuant to required public notice, the Board conducted a public hearing on the 16th day of April 1984, upon the question of whether the above described Special Use permit should be granted or denied, at which hearing the public and interested persons were given the opportunity to express their opinions regarding the issuance of said Special Use permit; and

WHEREAS, the Board on the basis of the evidence produced at the aforementioned hearing, has made the following determination of fact:

- 1. That proper posting, publication and public notice was provided as required for the hearing before the Board of County Commissioners.
2. That the hearing before the Garfield County Commissioners was extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at that hearing.
3. That the proposed special use conforms to Section 5.03 of the Garfield County Zoning Regulations.

NOW, THEREFORE, BE IT RESOLVED by the Commissioners of Garfield County, Colorado that a Special Use permit be and hereby is authorized permitting the use of the above described tract of land for a mobile home as a principal use of a lot, upon the following specific conditions:

60 days after placement of the mobile home. No storage shall be

1. That the use of the tract of land comply with all present and future regulations of Garfield County relating to the location and use of mobile homes in the zone district in which the property is located.
2. That, prior to the issuance of the authorized Special Use permit, the above described tract of land shall be severed from any other tract of land upon which there may exist a principal use unless such other principal use has been terminated at the time of the issuance of the Special Use permit.
3. The applicant shall make application for the required County building and sewage disposal permits prior to issuance of the land use permit for the mobile home. The building, sewage disposal and land use permits shall all be issued simultaneously.
4. The individual sewage disposal system and water supply system shall be available prior to occupancy of the mobile home.
5. Skirting around the mobile home shall be securely in place within 60 days after placement of the mobile home. No storage shall be allowed underneath or outside of the structure. The building official may require tie downs in areas subject to high winds.
6. That the mobile home make, year, list price/new purchase price and serial number be submitted to the Planning Section prior to issuance of the Mobile Home Special Use permit.
7. The Special Use permit shall be valid for a period of one hundred twenty (120) days from the date of issuance thereof unless construction or use has commenced thereunder; and if construction or use has not commenced within this specified period, the permit shall expire.
8. The mobile home must have a minimum of 720 square feet.
9. The mobile home shall be placed on a permanent concrete or masonry footer.
10. The applicants shall have 120 days from the date of the Resolution of Approval to meet all conditions as set forth in the Resolution.
11. Two hundred dollars (\$200.00) shall be submitted to the Department of Development for the School Impact fee prior to issuance of the Special Use permit.

Dated this 23<sup>rd</sup> day of April, A.D. 1984.

ATTEST:

GARFIELD COUNTY BOARD OF COMMISSIONERS  
GARFIELD COUNTY, COLORADO

Mildred Alsdorf  
Clerk of the Board

Paul [Signature]  
Chairman

Upon motion duly made and seconded the foregoing Resolution was adopted by the following vote:

<u>Larry Velasquez</u>	Aye
<u>Flaven J. Cerise</u>	Aye
<u>Eugene "Jim" Drinkhouse</u>	Aye

of the Board of County Commissioners

STATE OF COLORADO )  
 )  
County of Garfield )

BOOK 648 PAGE 421

I, \_\_\_\_\_, County Clerk and ex-officio Clerk of the Board of County Commissioners in and for the County and State aforesaid do hereby certify that the annexed and foregoing Order is truly copied from the Records of the Proceedings of the Board of County Commissioners for said Garfield County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Glenwood Springs, this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 19\_\_\_\_\_

\_\_\_\_\_  
County Clerk and ex-officio Clerk of the Board of County Commissioners.

And, to construct, reconstruct, enlarge, operate, maintain and remove

Recorded at 4:13 o'clock P.M. NOV 14 1985

Reception No. 35564 MILDRED ALSDOFF, RECORDER  
GARFIELD COUNTY, COLORADO

HOLY CROSS ELECTRIC ASSOCIATION, INC.  
RIGHT-OF-WAY EASEMENT

BOOK 678 PAGE 867

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

STEPHEN A. AND KIMBERLY D. MORELLI

(hereinafter called "Grantors"), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto HOLY CROSS ELECTRIC ASSOCIATION, INC., a cooperative corporation whose post office address is P.O. Drawer 2150, Glenwood Springs, Colorado (hereinafter called "Grantee") and to its successors and assigns, the right of ingress and egress across lands of Grantor, situate in the County of Garfield, State of Colorado, described as follows:

A parcel of land situated in Section 25, Township 7 South, Range 88 West of the 6th P.M., as more fully described in Book 590, Page 38, of the Garfield County Courthouse, Glenwood Springs, Colorado.

And, to construct, reconstruct, enlarge, operate, maintain and remove an electric transmission or distribution line or system, within the above mentioned lands, upon an easement described as follows:

An easement twenty (20) feet in width, the centerline for which being overhead power facilities, the approximate location of which upon the above mentioned property is shown on Exhibit A, attached hereto and made a part hereof by reference. This document specifically allows the installation and removal of additional overhead conductors, cross arms, poles, down guys with anchors, and/or related equipment upon the easement described by the attached Exhibit A. It is understood that all anchors and guy wires may be outside of the twenty (20) foot easement.

And, in addition, Grantors hereby grant to Grantee, and to its successors and assigns, the right to clear all trees and brush, by machine work or otherwise, within said easement, and the further right to cut trees, even though outside of said easement, which are tall enough to strike the wires in falling.

Grantors agree that all poles, wire and other facilities installed by Grantee on the above described lands, shall remain the property of Grantee, and shall be removable at the option of Grantee.

Grantors covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following:

TO HAVE AND TO HOLD, said right-of-way and easement, together with all and singular, the rights and privileges appertaining thereto, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantors have caused these presents to be duly executed on this 5 day of November, 1985.

Stephen A. Morelli  
STEPHEN A. MORELLI

Kimberly D. Morelli  
KIMBERLY D. MORELLI

STATE OF COLORADO )  
COUNTY OF GARFIELD ) ss.

The foregoing instrument was acknowledged before me this 5th day of November, 1985 by STEPHEN A. MORELLI AND KIMBERLY D. MORELLI.

WITNESS my hand and official seal.  
My commission expires: Nov 9, 1988

Robert M. Bellinger  
Notary Public  
Address: 1621 Drake Ave  
Glenwood Springs, Colo 81601

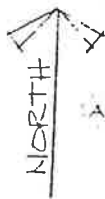
EXHIBIT A  
SECTION 25, T7S, R9SW  
GARFIELD COUNTY  
COLORADO

JEAN BUE  
PROPERTY

MORELLI  
PROPERTY

FITCHKISS  
PROPERTY

HCEA OVERHEAD POWERLINE  
EASEMENT



SCALE 1"=300'

N 43° 31' 25" W  
1109.50'

BRASS CAP FOR THE  
E 1/4 CORNER SEC 25,  
T.7S., R.9SW,

BOOK 678 PAGE 866



Recorded at 8:32 o'clock A M. NOV 27 1985  
Reception No. 366912 MILDRED ALSDORF, RECORDER  
GARFIELD COUNTY, COLORADO

BOOK 679 PAGE 566  
566

HOLY CROSS ELECTRIC ASSOCIATION, INC.  
RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, that the undersigned,

MARY CYNTHIA HOTCHKISS AND DAVID S. HOTCHKISS

(hereinafter called "Grantors"), for a good and valuable consideration, the receipt whereof is hereby acknowledged, do hereby grant unto HOLY CROSS ELECTRIC ASSOCIATION, INC., a cooperative corporation whose post office address is P.O. Drawer 2150, Glenwood Springs, Colorado (hereinafter called "Grantee") and to its successors and assigns, the right of ingress and egress across lands of Grantor, situate in the County of Garfield, State of Colorado, described as follows:

A parcel of land situated in Section 25, Township 7 South, Range 88 West of the 6th P.M., as more fully described in Book 525, Page 52, of the Garfield County Courthouse, Glenwood Springs, Colorado.

And, to construct, reconstruct, enlarge, operate, maintain and remove an electric transmission or distribution line or system, within the above mentioned lands, upon an easement described as follows:

An easement twenty (20) feet in width, the centerline for which being overhead power facilities, the approximate location of which upon the above mentioned property is shown on Exhibit A, attached hereto and made a part hereof by reference. This document specifically allows the installation and removal of additional overhead conductors, cross arms, poles, down guys with anchors, and/or related equipment upon the easement described by the attached Exhibit A. It is understood that all anchors and guy wires may be outside of the twenty (20) foot easement.

And, in addition, Grantors hereby grant to Grantee, and to its successors and assigns, the right to clear all trees and brush, by machine work or otherwise, within said easement, and the further right to cut trees, even though outside of said easement, which are tall enough to strike the wires in falling.

Grantors agree that all poles, wire and other facilities installed by Grantee on the above described lands, shall remain the property of Grantee, and shall be removable at the option of Grantee.

Grantors covenant that they are the owners of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character, except those held by the following:

TO HAVE AND TO HOLD, said right-of-way and easement, together with all and singular, the rights and privileges appertaining thereto, unto Grantee, its successors and assigns, forever.

IN WITNESS WHEREOF, Grantors have caused these presents to be duly executed on this 15 day of November, 1985.

Mary Cynthia Hotchkiss  
MARY CYNTHIA HOTCHKISS

David S. Hotchkiss  
DAVID S. HOTCHKISS

STATE OF COLORADO)

) ss.

COUNTY OF GARFIELD)

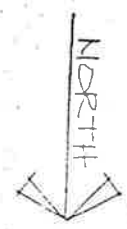
The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of November, 1985 by MARY CYNTHIA HOTCHKISS AND DAVID S. HOTCHKISS.

WITNESS my hand and official seal.  
My commission expires:

Nancy J. Harris  
Notary Public  
Address: 1380 W. WILLOW, BOULDER, CO 80302

EXHIBIT A  
SECTION 25, T7S, R95M  
GARFIELD COUNTY  
COLORADO

HCA OVERHEAD POWERLINE  
EASEMENT



SCALE 1"=300'

W/O 55-12947 (65-25) MORELL STEVE

BRASS CAP FOR THE  
E 1/4 CORNER SEC 25,  
T7S, R95M.

1109.50  
HATCHISS PROPERTY

MORELLI PROPERTY

JEAN STEVE PROPERTY

H

THIS AGREEMENT made and entered into this 3rd day of

being in portions of sections 25 and 26, Township 7 South, Range

BOOK 861 PAGE 498

AGREEMENT FOR ROAD IMPROVEMENTS  
ON COUNTY ROAD 103

RECORDED AT 11:44 A.M. MAY 4 1993  
REC # 947029 MILDRED ALSDORF, COUNTY CLERK

THIS AGREEMENT made and entered into this 3rd day of  
MAY, 1993, by and between Casey Concrete Co., a  
Colorado Corporation, hereinafter referred to as "Casey", and the  
Board of County Commissioners of Garfield County, Colorado,  
hereinafter referred to as the "County", who contract and agree as  
follows:

RECITALS

WHEREAS, Casey has made application to the County for a Zoning  
Special Use Permit for processing and handling of natural  
resources, specifically the operation of a concrete batch plant,  
to be located on a parcel of land in the unincorporated area of  
Garfield County known as the Blue Gravel Pit, legally described as  
being in portions of sections 25 and 26, Township 7 South, Range  
88 West, of the 6th Principal Meridian; and

WHEREAS, the applicant proposes to use County Roads 103 and  
104 for vehicular access to its concrete batch plant operations  
from State Highway 82. The proposed operations have been projected  
to produce varying levels of heavy truck traffic depending upon the  
demand for concrete produced, with estimates ranging from four to  
five truck trips per day to approximately 54 total trips per day;  
and

WHEREAS, the parties agree that given the current condition  
of C.R. 103, from S.H. 82 to the intersection with C.R. 104, that  
it is inadequate to provide safe vehicular access for Casey's  
proposed operation until and unless certain specified improvements  
are made to it and it is maintained to a specified level; and

WHEREAS, Casey does hereby contract and agree to make certain  
specified improvements to C.R. 103 and to maintain the road to a  
certain specified standard in accordance with the terms and  
conditions set forth herein.

NOW, THEREFORE, THE PARTIES CONTRACT AND AGREE AS FOLLOWS:

1. Prior to the County's issuance of a special use permit to Casey authorizing the erection and operation of a concrete batch plant upon the subject parcel in accordance with the terms and conditions of approval set forth in the County's resolution granting approval to the zoning application, Casey agrees that it will be responsible for constructing certain improvements to C.R. 103, from its intersection with S.H. 82 to the intersection with C.R. 104, in order for that section of C.R. 103 to be in substantial compliance with the Garfield County Road Specifications, adopted and enacted on April 24, 1978, a copy of which is attached hereto and incorporated herein by reference.

3. Casey shall be deemed to have achieved satisfactory compliance with the adopted county road standards, sufficient to

inch asphalt mat, meeting or exceeding the specifications of Transportation Current Specifications for material and

BOOK 861 PAGE 499

2. The parties recognize that the adopted county road standards were designed for the construction of new roads and that C.R. 103 is an existing road for which it is not reasonable to seek total compliance with the county road standards.

3. Casey shall be deemed to have achieved satisfactory compliance with the adopted county road standards, sufficient to obtain the issuance of a zoning special use permit for the proposed concrete batch plant operation upon completion of the following improvements to C.R. 103, to the county's satisfaction:

a. A minimum roadbed width of twenty-six feet, with two foot gravel shoulders on each side of the traveled section, constructed in accordance with the adopted county road specifications, as amended herein.

b. The driving surface of the roadbed, for that portion which is widened in order to achieve a twenty-six foot width, shall consist of either two layers of .75 inch chips or a 1.5 inch asphalt mat, meeting applicable Colorado State Department of Transportation Current Specifications for material and construction methods, at Casey's option. The driving surface, together with any base or sub-base which may be required in order to achieve compliance with the adopted county road specifications, shall be constructed in accordance with a detailed road plan to be developed by Casey, subject to the County's review and approval. Casey may request that application of the specified asphalt mat be deferred to a specific date certain, after the County's issuance of the special use permit, due to inclement weather conditions or other good cause, as determined by the County. Casey's request to the County shall be in writing and shall specify the particular reasons for delaying the application of the specified asphalt mat. It shall be in the County's sole discretion as to whether or not good cause exists to grant Casey's request to defer installation of the specified asphalt mat to a date certain.

c. Solely for the purposes of this agreement the adopted County Road Specifications are amended by deletion of the following specified sections: I. Right-of-Way, in its entirety; II. Road Construction, D; III. Utilities, in its entirety; IV. Roadway Design Criteria, A, C, D, E, F; V. Project Plans, B, C, D; VI. Drainage Structures, A, C.

d. In lieu of the deleted provisions of the County Road Specifications, the following standards, in addition to those previously specified herein, shall apply to Casey's construction and maintenance of improvements to the specified section of C.R. 103:

- i. positive drainage shall be achieved;
- ii. areas where the road surface has settled are to be regraded to plan and specifications, with culverts to be

requirements for base and sub-base construction and materials

herein Casey shall be responsible for maintaining that section of roadway on an ongoing basis. Such maintenance shall include BOOK 861 PAGE 500

repaired or replaced as indicated on the plans;

iii. shoulder drainage shall be improved by construction of bar ditches as required to achieve positive drainage;

iv. in those sections of the road where the existing surface is to be widened the existing mat shall be neat lined where it abuts the new road surface;

v. a soils engineering report from a qualified geotechnical firm shall be obtained evaluating the requirements for base, and sub-base construction and materials for those sections of the road way which are to be widened in order to achieve the twenty-six foot wide roadbed, and Casey shall comply with the recommendations in such report regarding the construction and materials for the required base and sub-base.

e. Casey shall install additional traffic control devices within the specified section of C.R. 103, specifically, truck traffic and truck turning warning signs. Signage shall be installed in conformity with the Manual for Uniform Traffic Control Devices.

4. Upon completion of the improvements to C.R. 103 specified herein Casey shall be responsible for maintaining that section of roadway on an ongoing basis. Such maintenance shall include regular and periodic crack sealing, pot hole patching, and seal coating of the roadway paved surface. These activities shall be performed in accordance with generally accepted industry standards.

5. A qualified independent professional geotechnical or civil engineering firm shall be retained by Casey, at its expense, and acceptable to the County. This engineering firm shall be responsible for conducting a baseline evaluation of that section of C.R. 103 which is the subject of this agreement, locating survey stations as appropriate, and conducting periodic evaluations of the status and condition of the roadway. Such evaluations shall occur twice per calendar year from the County's issuance of the zoning special use permit to Casey. The first evaluation in each calendar year shall be performed between March fifteen and April fifteenth, the second evaluation shall be performed between September fifteenth and October fifteenth. Both the baseline and periodic evaluations shall be conducted in accordance with the provisions of The Asphalt Institute's "A Pavement Rating System for Low-Volume Asphalt Roads", Information Series No. 169 (IS-169), November 1977, a copy of which is attached hereto and incorporated herein by reference. Copies of the engineering firm's reports shall be furnished to the County upon receipt by Casey.

6. Should the independent engineering firm's periodic evaluations find and determine that the condition rating for any section of the subject roadway has a score of less than 80, subject to a margin of error of (+)(-) 5 points, for an acceptable score in the range from 75 to 85, Casey shall be responsible for

County's review and approval, in order for the subject section of roadway to achieve a condition rating of at least 80. Casey's

ongoing road maintenance obligations shall be deemed suspended.

BOOK 861 PAGE 501

performing, or causing to be performed, such remedial actions, as recommended by the independent engineering firm, subject to the County's review and approval, in order for the subject section of roadway to achieve a condition rating of at least 80. Casey's obligation for performance of any remedial work shall be limited to the downhill lane of C.R. 103, from its intersection with C.R. 104 to its intersection with S.H. 82.

7. Should Casey suspend operations of the concrete batch plant, located in the Blue Gravel Pit, for which it has received a zoning special use permit, for a period in excess of thirty days, it shall provide prompt written notice of such suspension of activities to the County. Should Casey resume permitted operations, following issuance of the notice of suspension, it shall forthwith provide written notice of such resumption to the County. During the period following the County's receipt of notice from Casey, until the resumption of operations, any of Casey's ongoing road maintenance obligations shall be deemed suspended. However, such suspension shall not apply to any required remedial work which resulted from road deterioration which occurred prior to the County's receipt of Casey's notice of suspension of its activities at the pit.

8. This agreement shall remain in full force and effect for the term of the zoning special use permit for a concrete batch plant on the subject property. This agreement shall be binding upon the parties' heirs, successors, and assigns. Should Casey, its heirs, successors, or assigns, notify the County in writing that it has, or will by a specified date, cease to use C.R. 103 for vehicular access from S.H. 82 to concrete batch plant facilities on the subject property, this agreement shall be deemed to be terminated as to Casey's ongoing maintenance obligations, as specified herein. This agreement shall be deemed effective only if the County issues a Special Use Permit to Casey for the subject facility which authorizes and requires that access shall be off of C.R. 103.

9. For the purposes of this agreement the names and addresses of the parties are as specified hereinbelow:

GARFIELD COUNTY:

GARFIELD COUNTY ROAD & BRIDGE SUPERVISOR  
P.O. BOX 2254  
Glenwood Springs, CO 81602-2254  
Telephone: 303-945-6111

Casey Concrete:

RICHARD CASEY D/B/A  
CASEY CONCRETE, CO.  
P.O. BOX 1815  
Rifle, CO 81650  
Telephone: 303-625-3489

*[Faint signature]*

*[Faint signature]*  
Richard N. Casey

10. This agreement may only be amended by a written agreement signed and executed by the parties hereto.

Done at Glenwood Springs, CO, on the day and year first abovewritten.

ATTEST:

*[Signature]*

CASEY CONCRETE, CO.  
*[Signature]*  
Richard N. Casey

ATTEST: *[Signature]*  
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS  
GARFIELD COUNTY, COLORADO  
*[Signature]*  
Elmer "Buckey" Arboney  
Chairman

**PRIVATE ROAD MAINTENANCE AGREEMENT**

THIS AGREEMENT is made and entered into this 15th day of December, 1993, by and between the owners of land described in the Garfield County Clerk and Recorder's office as follows:

WHEREAS, the parties hereto are each separate owners of land described on the

OWNERS BOOK AND PAGE NUMBER

Edward Collum and Cynthia Chardonay	758/208
Shelly Gross and Annie Gross	772/965
Michael Hammes and Lenore Hammes	772/965
Rob Hunter and Patti Hunter	768/68
Terry Kirk and Julie Kirk	717/921
Lisa Kruidenier and Joe Scofield	787/966
Lisa Kruidenier and Joe Scofield	841/245
Kristen Lawrence	837/521
Phil Miller and Sally Miller	878/499
Steve Miller and Dawn Miller	841/987
Gregory Peters and Brenda Peters	753/2
Christopher Sommer	521/568
Ron Tarrson	754/612
Ron Tarrson, Trustee, etc.	805/343
Dave Zimmerman and Sally Zimmerman	824/620

WHEREAS, the parties hereto are each separate owners of land described on the book and page numbers as indicated above. Said parcels are adjacent to that roadway known as the Rimledge easement.

WHEREAS, the parties hereto have each been granted a right of way along the road appurtenant to their homesites for purposes of ingress and egress to County Road 100 in the Carbondale, Colorado area.

NOW, THEREFORE, in consideration of the mutual promises and terms contained herein, the parties hereto agree as follows:

1. The access road serving the homesites of the parties hereto shall be maintained by all the landowners served by such road and each owner shall pay his/her pro rata share of such maintenance and upkeep.
2. The provisions of this agreement shall run with the land of each of the above described parties and shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto.
3. A board of directors comprised of homeowners shall be elected by November 1st each year. Said board shall handle the administration of said maintenance and upkeep.

*Cindy Chardonay*

*1000*



4. A copy of this document may be executed by each party, separately, and when each party has executed a copy thereof, such copies taken together shall be deemed to be a full and complete contract between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the day and year first above written.

Edward H. Collins      Cynthia Chardonnay

STATE OF COLORADO )

: ss.

County of Garfield )  
Eagle

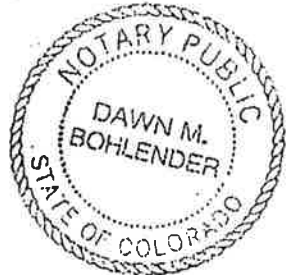
Subscribed and sworn to before me this 27 day of June 1994, 1993 by  
Edward H. Collins & Cynthia Chardonnay.

Dawn M. Bohlander

Witness my hand and official seal.

My commission expires: My Commission expires 8/22/95

Dawn M. Bohlander  
Notary Public



# LAND USE CHANGE PERMIT

for

*Sondra T. and Peter S. Welles*

*An Accessory Dwelling Unit located at 5343 County Road 100, Carbondale, CO 81623*

*(Located in the Section 25, Township 7 South, Range 88 West of the 6<sup>th</sup> P.M., Assessor's Parcel No. 2393-251-00-151 and as more fully described in Resolution No. 2012-53)*

In accordance with and pursuant to the provisions of the Garfield County Unified Land Use Resolution of 2008, as amended, and Resolution No. 2012-53 of the Board of County Commissioners of Garfield County, State of Colorado, the following activity is hereby authorized by Land Use Change Permit:

*An Accessory Dwelling Unit (GAPA-7155)*

This Land Use Change Permit – General Administrative Review with Reconsideration of the Director's Determination by the Board of County Commissioners is issued subject to the conditions contained in Resolution No. 2012-53 and set forth in Exhibit "A" and the approved Site Plan, Exhibit "B" (attached hereto) and shall be valid only during compliance with such conditions and other applicable provisions of the Garfield County Unified Land Use Resolution of 2008, as amended, Building Code, and other regulations of the Board of County Commissioners of Garfield County, Colorado.

GARFIELD COUNTY BOARD OF COUNTY COMMISSIONERS, GARFIELD COUNTY, COLORADO



*[Handwritten Signature]*  
\_\_\_\_\_  
Chairman Date

ATTEST:

*Jean M. Alberico*  
\_\_\_\_\_  
Clerk of the Board

## Exhibit A

1. All representation of the Applicant contained in the application shall be considered conditions of approval unless specifically modified by the Director Decision.

2. The proposed Individual Septic Disposal System for the Accessory Dwelling Unit shall meet all local and State health regulations and shall be designed by a Colorado Registered Professional engineer if determined necessary based on percolation test results. The system shall be sized for two dwelling units and the total number of proposed bedrooms.

3. The Applicant shall maintain compliance with the existing well permits, well sharing agreement and Basalt Water Conservancy Contracts as represented in the Application. The Applicant shall construct the new components of the water system prior to issuance of a certificate of occupancy for the proposed Accessory Dwelling Unit.

4. Prior to issuance of the Administrative Land Use Change Permit, the Applicant shall provide an updated water quality test reflecting compliance with the ULUR and basic Colorado Primary Drinking Water Standards. Should the report identify concerns or non-compliance the Applicant shall propose treatment options to meet the standards which shall be reviewed and determined acceptable by the County Environmental Health Manager. Implementation of such treatment options shall be required prior to issuance of a certificate of occupancy for the proposed Accessory Dwelling Unit.

5. Extension of electrical service to serve the ADU will be required at the time of building permit and construction and shall be below grade if determined to be feasible.

6. The proposed ADU shall maintain compliance with all Additional Standards for an Accessory Dwelling Unit contained in the ULUR Section 7-801 including but not limited to a maximum size of 1,500 sq.ft. ownership restrictions, and compliance with all Garfield County Building Code Requirements.

7. Prior to issuance of the Administrative Land Use Change Permit the Applicant will obtain an updated driveway access permit and shall improve the driveway serving the ADU as required by said permit. Timing for the required improvements shall be per the Garfield County Road and Bridge Department policies.

8. The Applicant shall update the site plan and construct/designate two parking spaces for the ADU and maintain the existing turnaround dimensions.

9. All new construction on the property shall be required to meet all Garfield County Building Code Requirements. At the time of building permit application the Applicant shall comply with all standard county requirements including erosion and sediment control during construction and shall address the County Vegetation Manager requests contained in his letter dated 4/27/12.



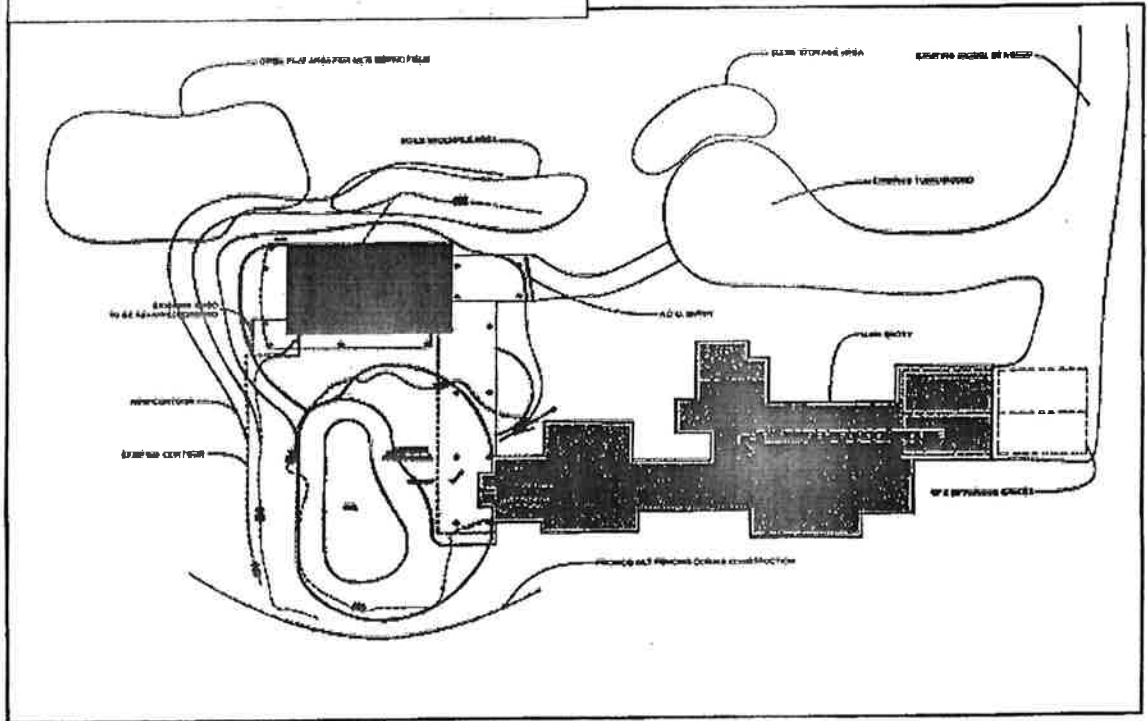
10. The Applicant shall provide bear proof trash containers for any outside storage of trash for the Accessory Dwelling Unit.
11. The Applicant's request for waiver from submittal requirements related to topographic mapping for the entire site is acceptable.
12. Prior to the issuance of the Land Use Permit, the Applicants shall confirm that the access deeds provided with the submittals establish access from the site to the County Road or provide additional documentation confirming such legal access.
13. The Applicant shall comply with representations in the submittals to maintain vegetation control to minimize potential impacts from wildfire. Said vegetation control shall include trimming any overhanging trees on the access drive and utilization of the State Forest Service guidelines for defensible space.
14. A waiver from the Roadway Standards in Section 7-307 of the ULUR to allow the existing access roadway as constructed and in place to serve the proposed Accessory Dwelling Unit is approved.

Accessory Dwelling Unit

Reception#: 847282  
03/18/2014 03:07:24 PM Jean Alberico  
4 of 4 Rec Fee: \$0.00 Doc Fee: 0.00 GARFIELD COUNTY CO

Exhibit B

Accessory Dwelling Unit  
Site Plan



Reception#: 820944  
07/03/2012 10:41:36 AM Jean Alberico  
1 of 6 Rec Fee: \$0.00 Doc Fee: 0.00 GARFIELD COUNTY CO

STATE OF COLORADO )  
 )ss  
County of Garfield )

At a regular meeting of the Board of County Commissioners for Garfield County, Colorado, held in the Commissioners' Meeting Room, Garfield County Administration Building in Glenwood Springs on Monday, the 18th day of June A.D. 2012, there were present:  
WEST OF THE 6<sup>TH</sup> P.M., GARFIELD COUNTY

- John Martin, Commissioner Chairman
- Mike Samson, Commissioner
- Tom Jankovsky, Commissioner
- Carey Gagnon, Acting County Attorney
- Jean Alberico, Clerk of the Board
- Andrew Gorgey, County Manager

when the following proceedings, among others were had and done, to-wit:

**RESOLUTION NO. 2012-53**

**A RESOLUTION OF APPROVAL FOR A GENERAL ADMINISTRATIVE LAND USE CHANGE PERMIT FOR AN ACCESSORY DWELLING UNIT ON A 13.51 ACRE PROPERTY OWNED BY SONDRA T. WELLES AND PETER S. WELLES LOCATED AT 5343 COUNTY ROAD 100 IN SECTION 25, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE 6<sup>TH</sup> P.M., GARFIELD COUNTY**

Permit. On April 27, 2012 the Director of the Building and Planning Department issued a  
**PARCEL NO# 2393-251-00-151**

Recitals

- A. The Welles General Administrative Land Use Change Permit Application for an Accessory Dwelling Unit (ADU) was submitted for property as further described in Exhibit A, Site Plan.
- B. The ADU is located within a 13.51 acre parcel of land owned by Sondra T. and Peter S. Welles (Applicants). The ownership of this property is described in a warranty deed found at Reception Number 702386 in the records of the Garfield County Clerk and Recorder.
- C. The subject property is located within unincorporated Garfield County in the Rural Zone District, approximately 4 miles northeast of the Town of Carbondale.
- D. The ADU may be permitted in the Rural Zone District with a General Administrative Permit. On April 27, 2012 the Director of the Building and Planning Department issued a

The Board of County Commissioners opened a public hearing on the 18<sup>th</sup> day of June, 2012 for consideration of whether to uphold, modify, or reverse the Director's Determination of Conditional Approval of the Land Use Change Permit for an ADU, during which hearing the public and interested persons were given the opportunity to express their opinions regarding the request.

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Director's Determination for approval of a General Administrative Land Use Change Permit for the Application with conditions of approval including compliance with the Roadway Standards contained in the Unified Land Use Resolution of 2008 as amended (ULUR).

E. On April 30, 2012, the Applicants submitted a request for call-up for a Board reconsideration of the Director's Determination and for consideration of a waiver request from the Roadway Standards contained in Section 7-307 of the ULUR.

F. On May 7, the Board considered the call-up request at which time they determined by a majority vote to schedule a public hearing on June 18, 2012 for consideration of the Applicant's request.

G. The Board of County Commissioners opened a public hearing on the 18<sup>th</sup> day of June, 2012 for consideration of whether to uphold, modify, or reverse the Director's Determination of Conditional Approval of the Land Use Change Permit for an ADU, during which hearing the public and interested persons were given the opportunity to express their opinions regarding the request.

H. The Board of County Commissioners closed the public hearing on the 18<sup>th</sup> day of June 2012 to make a final decision.

I. The Board on the basis of substantial competent evidence produced at the aforementioned hearing, has made the following determinations of fact:

1. That proper public notice was provided as required for the hearing before the Board of County Commissioners.
2. The hearing before the Board of County Commissioners was extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at that meeting.
3. That for the above stated and other reasons the proposed Land Use Change Permit for an ADU and the granting of a waiver from Section 7-307 and amending the Director's Determination accordingly is in the best interest of the health, safety, convenience, order, prosperity and welfare of the citizens of Garfield County.
4. That upon compliance with adopted conditions of approval, the application is in general conformance with the 2030 Comprehensive Plan, as amended.
5. That with the granting of the waiver from Section 7-307 and amended conditions, the application has adequately met the requirements of the Garfield County Unified Land Use Resolution of 2008, as amended.



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RESOLUTION

The proposed Individual Septic Disposal System for the Accessory Dwelling Unit

**NOW THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Garfield County, Colorado, that:

- A. The forgoing Recitals are incorporated by this reference as part of the resolution.
- B. ~~The Applicants waiver request from the Roadway Standards contained in Section 7-307 of the ULUR is granted.~~ Applicant shall construct the new components of the water system prior to issuance of a certificate of occupancy for the proposed Accessory Dwelling Unit.
- C. The Land Use Change Permit for the Sondra T. Welles and Peter S. Welles Accessory Dwelling Unit is hereby approved with the following conditions including an amendment to Condition #14 as contained in the Director's Determination:
  - 1. All representation of the Applicant contained in the application shall be considered conditions of approval unless specifically modified by the Director Decision.
  - 2. ~~quies~~ The proposed Individual Septic Disposal System for the Accessory Dwelling Unit shall meet all local and State health regulations and shall be designed by a Colorado Registered Professional engineer if determined necessary based on percolation test results. The system shall be sized for two dwelling units and the total number of proposed bedrooms.
  - 3. The Applicant shall maintain compliance with the existing well permits, well sharing agreement and Basalt Water Conservancy Contracts as represented in the Application. The Applicant shall construct the new components of the water system prior to issuance of a certificate of occupancy for the proposed Accessory Dwelling Unit.
  - 4. Prior to the issuance of the Administrative Land Use Change Permit, the Applicant shall provide an updated water quality test reflecting compliance with the ULUR and basic Colorado Primary Drinking Water Standards. Should the report identify concerns or non-compliance the Applicant shall propose treatment options to meet the standards which shall be reviewed and determined acceptable by the County Environmental Health Manager. Implementation of such treatment options shall be required prior to issuance of a certificate of occupancy for the proposed Accessory Dwelling Unit.
  - 5. Extension of electrical service to serve the ADU will be required at the time of building permit and construction and shall be below grade if determined to be feasible.



The Applicant shall update the site plan and construct/designate two parking spaces for the ADU and maintain the existing turnaround dimensions.

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6. The proposed ADU shall maintain compliance with all Additional Standards for an Accessory Dwelling Unit contained in the ULUR Section 7-801 including but not limited to a maximum size of 1,500 sq.ft. ownership restrictions, and compliance with all Garfield County Building Code Requirements.
7. Prior to issuance of the Administrative Land Use Change Permit the Applicant will obtain an updated driveway access permit and shall improve the driveway serving the ADU as required by said permit. Timing for the required improvements shall be per the Garfield County Road and Bridge Department policies.
8. The Applicant shall update the site plan and construct/designate two parking spaces for the ADU and maintain the existing turnaround dimensions.
9. All new construction on the property shall be required to meet all Garfield County Building Code Requirements. At the time of building permit application the Applicant shall comply with all standard county requirements including erosion and sediment control during construction and shall address the County Vegetation Manager requests contained in his letter dated 4/27/12.
10. The Applicant shall provide bear proof trash containers for any outside storage of trash for the Accessory Dwelling Unit.
11. The Applicant's request for waiver from submittal requirements related to topographic mapping for the entire site is acceptable.
12. Prior to the issuance of the Land Use Permit, the Applicants shall confirm that the access deeds provided with the submittals establish access from the site to the County Road or provide additional documentation confirming such legal access.
13. The Applicant shall comply with representations in the submittals to maintain vegetation control to minimize potential impacts from wildfire. Said vegetation control shall include trimming any overhanging trees on the access drive and utilization of the State Forest Service guidelines for defensible space.
14. A waiver from the Roadway Standards in Section 7-307 of the ULUR to allow the existing access roadway as constructed and in place to serve the proposed Accessory Dwelling Unit is approved.

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Dated this 2nd day of July, A.D. 2012



ATTEST:

GARFIELD COUNTY BOARD OF COMMISSIONERS, GARFIELD COUNTY, COLORADO

Jean M Alberico  
Clerk of the Board

[Signature]  
Chairman

Upon motion duly made and seconded the foregoing Resolution was adopted by the following vote:

- COMMISSIONER CHAIR JOHN F. MARTIN, Aye
- COMMISSIONER MIKE SAMSON, Aye
- COMMISSIONER TOM JANKOVSKY, Aye

STATE OF COLORADO )  
 )ss  
County of Garfield )

I, \_\_\_\_\_, County Clerk and ex-officio Clerk of the Board of County Commissioners, in and for the County and State aforesaid, do hereby certify that the annexed and foregoing Resolution is truly copied from the Records of the Proceeding of the Board of County Commissioners for said Garfield County, now in my office.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Glenwood Springs, this \_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_.

County Clerk and ex-officio Clerk of the Board of County Commissioners

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