



PLANNING COMMISSION AGENDA

April 11, 2024 at 1:30 PM

Commissioners Meeting Room - 401 Main Street, Suite 309, Walsenburg, CO 81089

Office: 719-738-3000 ex 200 | Fax: 719-738-3996

10AM - WORKSHOP

- a. Draft Comprehensive Plan Review

1:30 PM - PUBLIC MEETING

Join via Google Meet: meet.google.com/jtn-scsu-ecp | Meeting ID: jtn-scsu-ecp

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. READING OF MINUTES

- a. Minutes from the March 28, 2024 Meeting

4. PUBLIC HEARINGS

- a. 20-27 Vacation of County Road 565

5. ACTION ITEMS

- a. 23-42 Plat Amendment - Faris/Walsenburg

6. LGD UPDATES

7. DISCUSSIONS

8. ADJOURNMENT

9. UPCOMING MEETINGS



PLANNING COMMISSION REGULAR MEETING MINUTES

March 28, 2024 at 1:30 PM

Commissioners Meeting Room - 401 Main Street, Suite 309, Walsenburg, CO 81089

Office: 719-738-3000 ex 200 | Fax: 719-738-3996

1. 10AM - WORKSHOP

- a. Draft Comprehensive Plan Review

2. 1:30 PM - PUBLIC MEETING

Join via Google Meet: meet.google.com/jtn-scsu-ecp | Meeting ID: jtn-scsu-ecp

3. ROLL CALL

PRESENT

Dale Lyons
Myrna Falk
Lonnie Brown
Sandy White
Lenna Rauber

ABSENT

Beaver Edmundson

4. PLEDGE OF ALLEGIANCE

5. READING OF MINUTES

- a. Minutes from February 22, 2024 Meeting

Motion to adopt the minutes as presented.

Motion made by White, Seconded by Brown.

Voting Yea: Lyons, Falk, Brown, White, Rauber

6. ACTION ITEMS

7. LGD UPDATES

8. OLD BUSINESS

9. NEW BUSINESS

10. DISCUSSIONS

a. Dos Sueños - LU-23-040 - Plat Amendment

The Commission met with Mark Lancaster and Kyle Cunningham from Dos Sueños Properties, LLC and Bill Bechaver of BH2 Surveying to discuss application 23-040. County Administrator Carl Young and the Planning Commission clarified the process for consideration of the application, a plat amendment with extra submittals.

b. Staff Updates

Cheri Chamberlain and Carl Young gave the Planning Commission an update on the BOCC's consideration of updates to Section 7 regulations and on the motion to start the process to revoke CUP 22-57 for Atlas Tower 1.

11. ADJOURNMENT

12. UPCOMING MEETINGS

Land Use and Building Department
401 Main Street, Suite 304
Walsenburg, CO 80189
719-739-1220 Ext 506



HUERFANO COUNTY GOVERNMENT STAFF REPORT

Date: April 11, 2024
To: Huerfano County Planning Commission
From: Carl Young, County Administrator
Re: Permit #20-027 Vacate County Road 565

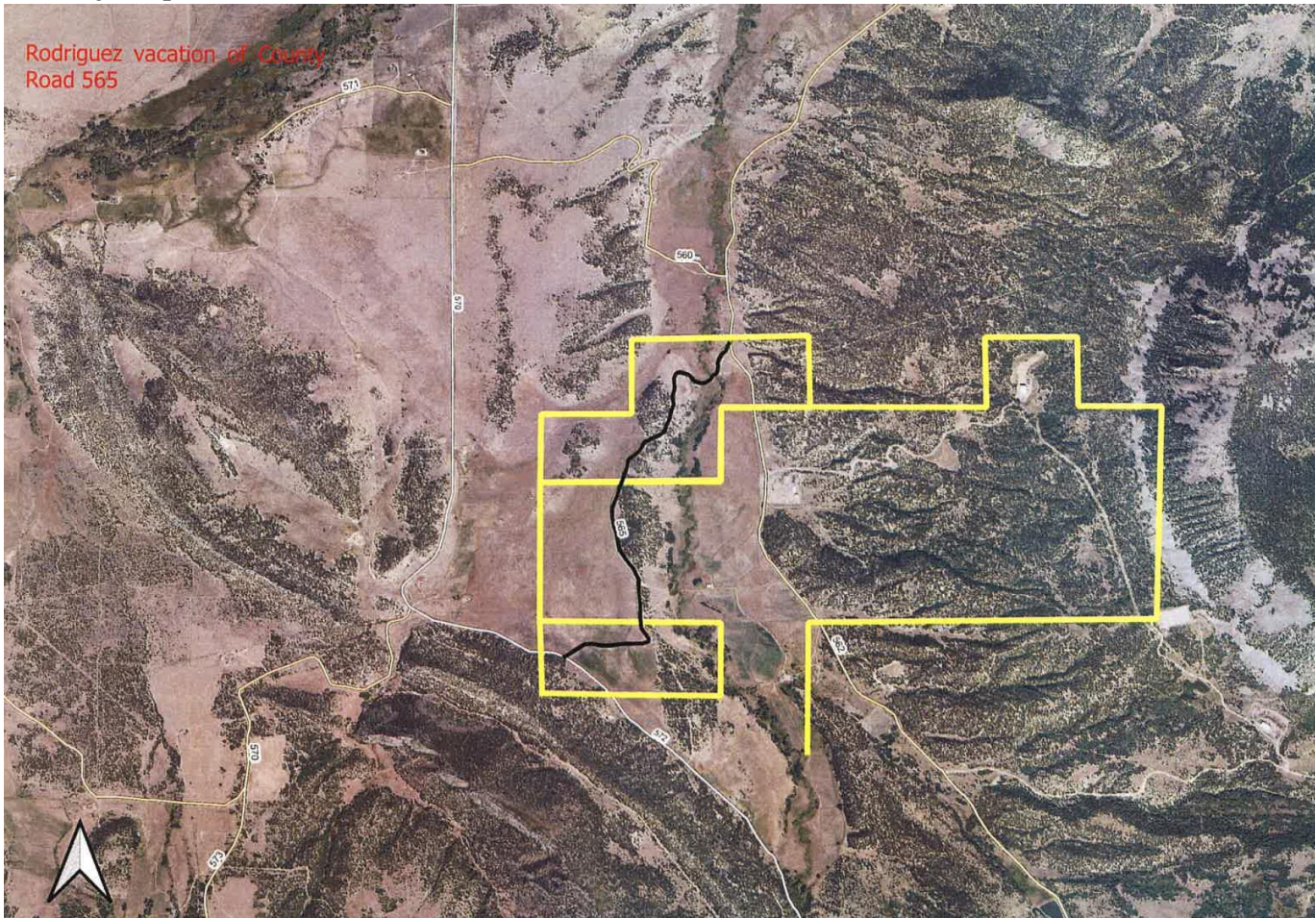
Request:

With this application Fred Rodriquez (the Applicant), on behalf of the Rodriquez Family Trust, requests the following:

Vacation of County Road 565, which runs from County Road 572 to County Road 562, in the north west quarter of the County.

The road runs through three parcels, owned by the Rodriquez Family Trust, Kostgove Ranch LLC, and Soledad3LLC.

Vicinity Map:



Process Summary:

1. Staff determines completeness, routes to relevant referral agencies and schedules & posts notices for public meeting /public hearing with PC and prepares staff report
2. Public notices and notices to referral agencies
3. PC public hearing and recommendation
4. BOCC public meeting and decision

Code References:**§ 2.15 Vacating of Approved and Recorded Plats, Roads or Easements**

Applicants may apply for the vacating of any plat, road, easement or portion thereof so long as the plat, road, easement or portion thereof has been filed and recorded in the office of the Huerfano County Clerk and Recorder.

§ 2.15.03 Criteria for Action on a Vacating Application

All actions by the Planning Commission in reviewing and making recommendations on an application to vacate an approved and recorded plat or easement and by the Board of County Commissioners in approving or disapproving such applications, shall be based in general upon the provisions of these regulations and specifically upon the following criteria:

1. That the proposed vacating would not interfere with development of nor deny access via a public thoroughfare to existing structures within the recorded plat, adjoining properties, utility services or other improvements, nor deny access to structures, facilities or sites located beyond the plat or easement to be vacated.
2. That the proposed vacating would not cause undue hardship or inconvenience for any utility company, special district, neighboring landowner or tenant.
3. That the proposed vacating would not be likely to prove detrimental to the public health, safety or welfare of County residents.
4. That the proposed vacating would be consistent with all other provisions in these regulations.
5. That the proposed vacating would not cause undue financial hardship to Huerfano County nor deprive it of needed tax base.

§ 2.15.04 Vacating of Roads, Streets and Highways:

Any conflicting provisions contained within these regulations, notwithstanding the procedures for vacating roads, streets and highways shall conform to the provisions contained in Section 43-2-301, et seq. Colorado Revised Statutes.

Application Materials Required:**§ 2.15.02 Submittal Requirements**

Submittal requirements for an application to vacate an approved and recorded plat or easement shall include a completed application, submittal requirements listed in Section 8.03, the appropriate filing fees and the following items:

1. A copy of the approved and recorded plat or easement and a vacated plat. Said plat shall be prepared as a final plat and shall be prepared by and have the seal of a registered land surveyor, duly registered to practice in the state of Colorado.
2. A legal description of the land to be vacated and the area, in acreage or square feet.
3. The Planning Commission may, at its discretion and upon written request by an applicant, waive any but not all of the submittal requirements listed above and the Planning Commission may also, at its discretion, add such submittal items as it deems necessary and appropriate to evaluate and recommend upon any application for the vacating of a plat, right-of-way or easement.

§ 8.03 Submittal Requirements:

In addition to those requirements specific to each land use application type, the following are required with all land use applications:

1. Letter of Intent providing a detailed description of the project. Letter should provide an explanation of why the application should be approved by addressing how the project meets criteria for approval and is in alignment with the Comprehensive Plan and/or other adopted planning documents.
2. Proof of Ownership of all affected lots. If applicant is not the owner, provide written evidence of authority to act on behalf of the lawfully demonstrated owner of the property.
3. Legal description of property.
4. Site plan drawn to scale. Plan to include existing and proposed location of all structures, uses, zoning district boundaries, and setbacks on the land involved in request.
5. If a public hearing is required, a list of names and mailing addresses of owners of record within the radius required for each permit type.
6. If a public hearing is required, pursuant to C.R.S. § 24-65.5-103 (2) (a) The applicant shall identify the mineral estate owners and lessees and easement holders entitled to notice pursuant to this section as shown in the records in the office of the County Tax Assessor and Clerk and Recorder. Provide with application a list of the owners of subsurface mineral interests and their lessees within the required radius for each permit type and on the proposed site, if any, as shown on the records of the Huerfano County Assessor, and their complete mailing addresses.
7. If a public hearing is required, applicant must pay for the cost of publication of the mailed and published public hearing notices.

Application Materials Received:

1. Application
2. Authorization for Fred Rodriquez to Speak on behalf of Soledad3LLC
3. Warranty Deed with Legal Description [Proof of Ownership]
4. Power of Attorney for Virginia Rodriguez Trujillo [Evidence of Authority]
5. Management Agreement of the Rodriquez Family Trust [Evidence of Authority]
6. Request to Waive Plat Amendment Requirement
7. Letter of Intent
8. Area Maps

8.07 Referral Agencies:

The Planning Commission shall determine which, if any, of the following referral agencies shall review the initial and /or preliminary submission:

- a) Huerfano RE-1 School District [School district(s) in which the land encompassed by the proposed subdivision is located.]
- ~~b) Each county, other than Huerfano County, and municipality within a three (3) mile radius of any portion of the proposed land use.~~
- c) San Isabel Electric Association [All applicable local and state improvement and special districts, ditch companies and utilities.]
- ~~d) Colorado State Forest Service, when applicable.~~
- e) Huerfano-Las Animas Area Council of Governments.
- f) Upper Huerfano Soil Conservation District.

- g) CDPHE and Las Animas Huerfano Counties District Health Department [Colorado Department of Public Health and the Environment and/or such county, district or regional health departments as may exist.]
- h) State Engineer/Colorado Division of Water Resources.
- i) Other referral agencies and potentially affected parties that the Planning Commission determines to be appropriate.**
- j) Huerfano County Water Conservancy District [Water Conservation Agency.]
- k) Upper Huerfano Fire Protection District [Fire Protection District.]
- l) Huerfano County Economic Development.
- m) Parks and Wildlife.
- n) Tourism Board.
- ~~o) HOA or POA if property is within its jurisdiction.~~
- p) The property owners within 500 feet of County Road 565.

Received four responses from three agencies:

1. Two from Colorado Parks and Wildlife who had no problems with the vacation.
2. One from the Las Animas-Huerfano Counties Health Department with no problems with the vacation.
3. One from Upper Huerfano Fire Protection District that does have concerns with the vacation. (Please see attached correspondence).

Commission Action:

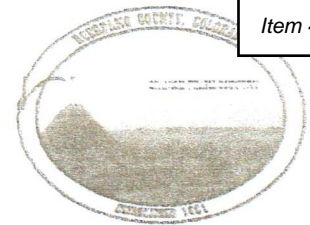
Recommendation:

1. **Approval** without any special conditions.
2. **Conditional** Approval with a description of the special conditions.
3. **Denial** indicating for the record the reason(s) for such action with reference to the criteria set forth in the Land Use Code.
4. **Continuation** until a future date to gather more information or obtain clarification or for any other relevant cause.

Enclosures:

- Application Materials

Huerfano County Land Use Department
400 Main Street, Suite B
Walsenburg, Colorado 81089
719-738-1220 ext. 103



Item 4a.

GENERAL LAND USE APPLICATION

Application File No.: 20-027

1. ACTION(S) REQUESTED:

- | | |
|--|--|
| <input type="checkbox"/> Comprehensive Plan Text of Map Amendment | <input type="checkbox"/> Rezoning |
| <input type="checkbox"/> PUD or non-PUD Subdivision Approval: | <input type="checkbox"/> Variance |
| <input type="checkbox"/> Sketch Plan | <input type="checkbox"/> Conditional Use Application |
| <input type="checkbox"/> Preliminary Plan | <input type="checkbox"/> Conditional Use Application / Oil, Gas or Uranium Exploration and/or Development |
| <input type="checkbox"/> Final Plat / Subdivision Improvement Agreement | <input type="checkbox"/> Sign Permit |
| <input type="checkbox"/> Subdivision Exemption | <input type="checkbox"/> Temporary Use Permit |
| <input type="checkbox"/> Plat Amendment | <input type="checkbox"/> H.B. 1041 Text Amendment |
| <input type="checkbox"/> Plat Correction | <input type="checkbox"/> H.B. 1041 Development Permit |
| <input checked="" type="checkbox"/> Road Right-of-Way or Easement Vacation | <input type="checkbox"/> H.B. 1041 Flood Plain Exemption |
| <input type="checkbox"/> Lot Consolidation | |
| <input type="checkbox"/> Re-hearings of Denied Application | |
| <input type="checkbox"/> Other Actions (specify): _____ | |

2. APPLICATION STATUS (for County use only):

Date Application Received: 12-21-2020 Application Fees Required: 200⁰⁰
Received By: J. Steve Charnel Date Application Fees Paid: 12-21-2020

3. APPLICATION AND OWNER INFORMATION:

Name of Applicant: Fred Rodriguez, representative for Rodriguez Family Trust
Applicant's Mailing Address: 508 East 5th Street Walsenburg Colorado 81089
Applicant's Telephone and/or FAX: (719) 738-2222 or (719) 250-2334
Applicant's E-Mail Address: fred.rodriguez.2222@gmail.com
Name of Land Owner: Rodriguez Family Trust
Land Owner's Mailing Address: c/o 508 East 5th Street Walsenburg Colorado 81089
Land Owner's Telephone and/or FAX: (719) 738-2222

4. SUMMARY OF APPLICATION:

Land Area included within the scope of this Application: N/A Square Feet or Acres
Legal description of land on which action is proposed (please attach the legal description to this Application):
Existing Zoning District(s): Agricultural
Proposed New District(s): N/A
Number of Existing Lots: 3 Tract

Huerfano County Land Use Department
400 Main Street, Suite B
Walsenburg, Colorado 81089
719-738-1220 ext. 103



GENERAL LAND USE APPLICATION

Number of Proposed Lots: 3

Number of Proposed Dwelling Units: N/A

Proposed Average Lot Size: N/A

If a Variance Request, please state the reason for the Variance(s): N/A

Is all or a portion of the subject land located in a potential flood plain area, or are there areas with slopes in excess of twenty percent (20%)? YES NO

If YES, which of these conditions exist? Flooding where County Road 562 and County Road 565 meet.

Value of proposed new development: N/A

Will the proposed project require any State or Federal permits? YES NO

If YES, please list all permits or approvals required: _____

If a H.B. 1041 permit is required, for what matters of local concern and state interest? N/A

Please list any additional pertinent information: _____

5. CERTIFICATION BY THE APPLICANT:

I hereby certify that this Application is made with full knowledge of the design standards, all fees, procedures, public hearing and meeting requirements contained in the Huerfano County Land Use Regulations. Furthermore, I understand that all land use permits are non-transferrable, unless specifically approved by the Huerfano County Board of County Commissioners. The Board of County Commissioners may impose permit transfer fees as it deems appropriate. All documents submitted may be subject to internet publishing.

Signature of Applicant: Fred Rodriguez Date: 11-19-20

6. ACTION (by the authorized permitting authority):

Final Approval Conditional Approval Denial

Name _____ Signature _____

Title _____ Date _____

**Authorization for Fred Rodriguez to speak on behalf of Soledad3LLC
pertaining to our joint petition and request to
vacate County Road 565 in Huerfano County, Colorado**

Larry J. Rodriguez, Maria L. Rodriguez, and Salomé Ann Rodriguez-Thorson, equal owners of the Soledad3LLC, which holds our deeded property at 1398 County Road 565, Gardner, Colorado 81040; hereby authorize our cousin, Fred Rodriguez, who resides at 508 E. 5th Street in Walsenburg, Colorado, 81089, to speak on our behalf pertaining to our joint petition and request to vacate County Road 565 (7 miles SW of Gardner, Colorado).

Dated: 10-23-20

Salomé Ann R Thorson
Salomé Ann Rodriguez-Thorson
Soledad3LLC, Manager
33 Vista De Las Sandias
Placitas, NM. 87043
(925) 784-9937

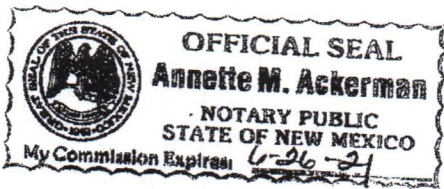
STATE OF: NEW MEXICO)
COUNTY OF SANDOVAL) ss.

The foregoing Authorization was acknowledged before me this 23rd day of October, 20 20 by Salomé Ann Rodriguez-Thorson.

Witness my hand and official seal.

My commission expires: 6-26-21

Annette M. Ackerman
Notary Public



WARRANTY DEED
(Gift Deed)

Virginia Rodriquez for the consideration of Ten Dollars,(\$10.00) in hand paid, hereby sells and conveys to **John M. Rodriguez, Fred Rodriguez, Frank Rodriguez, Max Rodriguez, Kent Campbell, and John Allen Campbell, as Trustees for the Rodriguez Family Trust dated March 19, 2009**, whose address is P.O. Box 1186, Walsenburg, CO 81089, and its assigns, the following real property in the County of Huerfano, State of Colorado to-wit:

Township 27 South, Range 70 West of the 6th P.M.

Section 17: NE1/4NW1/4, NW1/4NE1/4, together with all mineral rights and water rights owned by Grantor

with all its appurtenances and warrants title to the same, subject to 2009 general real estate taxes due and payable January 1, 2010, together with all reservations, easements, covenants and restrictions of record.

SIGNED this 19 day of March, 2009.

Virginia Rodriquez

Virginia Rodriquez

STATE OF COLORADO)
) ss.
COUNTY OF HUERFANO)

The foregoing Warranty Deed was acknowledged before me this 19th day of March, 2009, by Virginia Rodriquez.



WITNESS MY HAND AND OFFICIAL SEAL.

Sheri W. Hanson

Notary Public

My Commission Expires: 8-22-2012

*Section 2.15.02
#1 Proof of Ownership*

POWER OF ATTORNEY

I, Virginia Rodriguez Trujillo, as Principal, appoint my son, John M. Rodriguez, as my lawful agent and attorney; if John M. Rodriguez is unable, unwilling or unavailable to act on my behalf, then I appoint my son, Fred Rodriguez as my lawful agent and attorney; Either shall have full power to act for me, in my name, to do any and all of the following:

1. Deposit with, withdraw and receive from any person or entity (including, but not limited to banks, trust companies, mortgage companies, credit unions, savings and loan associations, and industrial banks) any documents or assets which I now or hereafter may have or be entitled to;
2. Enter and re-enter any safe deposit box or vault and to deposit therein or withdraw therefrom any and all contents;
3. Purchase, sell, convey, transfer, lease, encumber, manage and otherwise deal with any real and personal property;
4. Make, endorse, accept, receive, sign, execute, acknowledge, and deliver deeds with or without warranties, deeds of trust, mortgages, leases, assignments, agreements, certificates, checks, notes, bonds, vouchers, receipts, stock certificates, stock powers, proxies, minutes, tax returns and any other instruments in writing of whatever kind;
5. Consent to or approve on my behalf any medical or other professional care, counsel, treatment, or service of or to me by a licensed or certified professional person or institution engaged in the practice of, or providing, a healing care or art. However, these powers are subject to the same limitations imposed upon a court-approved guardian contained in Section 15-14-315 C.R.S.
6. Have the powers conferred upon fiduciaries by the Colorado Fiduciaries' Powers Act (as it exists at the time of the execution of this Power of Attorney);
7. This Power of Attorney shall not be affected by my disability.

Virginia Rodriguez Trujillo
Virginia Rodriguez Trujillo

STATE OF COLORADO)
) ss.
COUNTY OF HUERFANO)

The foregoing Power of Attorney was acknowledged before me this 19th day of March, 2009, by Virginia Rodriguez Trujillo.



WITNESS MY HAND AND OFFICIAL SEAL.

Sherpa D Hanson

(Notary Public)

*Section 2.15.02
#1 Evidence of Authority*

MANAGEMENT AGREEMENT OF THE RODRIGUEZ FAMILY TRUST

This Agreement entered into between the Rodriguez Family Trust (Trust) and John M. Rodriguez, (Manager) setting forth the duties and obligations of the Manager and agree as follows:

1. The Manager shall oversee all operations and expenditures related to the real estate held by the Trust.
2. The Manager shall have authority to negotiate water, land and mineral issues with interested individuals or corporations and shall conduct such negotiations in the best interests of the Trust.
3. The Manager shall have authority in matters involving livestock grazing, hazardous waste, and dumping or storage issues.
4. The Manager shall maintain records of all transactions pertaining to the operation of the Trust and will provide a copy of such documentation, concerning such operations as would allow a professional to determine accurately the nature of the expenditure and the amount thereof, upon request from the Board of Trustees.
5. The Manager shall have authority to assign to individual trustees, specific duties related to the ongoing maintenance and care of the Trust property and may further designate whether such contribution shall be by labor, material, or financial contribution or any combination thereof.
6. The Manager shall also promptly inform the Board of Trustees of any anticipated change in the operation of the Trust property or of any regulation, statute or rule asserted by any governmental entity that may require a change in the agricultural practices applied to the Trust property.
7. That the Manager herein shall serve with no compensation.
8. That the Manager shall be subject to the authority of the Board of Trustees.
9. That this Agreement may be cancelled by proper action by the Board of Trustees as set forth in the Trust Agreement.

Executed in Huerfano County, Colorado this ____ day of March, 2009.

John M. Rodriguez
John M. Rodriguez, Manager

Frank Rodriguez
Frank Rodriguez, Trustee

Kent Campbell
Kent Campbell, Trustee

Fred Rodriguez
Fred Rodriguez, Trustee

Max P. Rodriguez
Max Rodriguez, Trustee

John Allen Campbell
John Allen Campbell, Trustee

John M. Rodriguez
John M. Rodriguez, Trustee

*Section 2.15.02
#1 Evidence of Authority*

Application for the Vacation of County Road 565

2.15.02 Submittal Requirements

2. "A copy of the approved and recorded plat or easement and a vacated plat. Said plat shall be prepared as a final plat and shall be prepared by and have the seal of a registered land surveyor, duly registered to practice in the state of Colorado."

I am hereby requesting that this requirement be waived.

Fred Rodriguez 11-19-20
Fred Rodriguez, Authorized Representative

Section 2.15.02
#2 Request for Waiver
in accordance with #4

To: Huerfano County Commissioners
Planning Commission

From: Fred Rodriguez, representative
Rodriguez Family Trust
c/o 508 East 5th Street
Walsenburg, Colorado 80189

Re: Application to Vacate County Road 565

November 19, 2020

I am submitting this application requesting the vacation of County Road 565 located in the Pass Creek area. The road is 20 feet wide and 1.62 miles in length. This road is located in a flood zone and has been washed out three times. The vacation of this road would relieve the County of the continued burden to repair and maintain it.

County Road 565 is not access to any public lands therefore the vacation would not deprive access to the hunters and visitors that come to our County. The road is surrounded on all sides by privately owned lands.

County Road 565 runs through our family ranch that my grandparents established. The road passes within 20 feet of the ranch house. Unfortunately, the road has provided easy access to those who would seek to steal, trespass and destroy our family ranch. The Rodriguez Family Trust has had many items stolen including, rear tractor tires, radiators from our 4-wheel drive pickups and parts off the haying equipment. The family ranch house has been ransacked numerous times. Examples of damage include, copper wires stripped out of the walls, copper pipes coming from the propane tank cut, and a hole cut in the kitchen floor. The garage has also been ransacked.

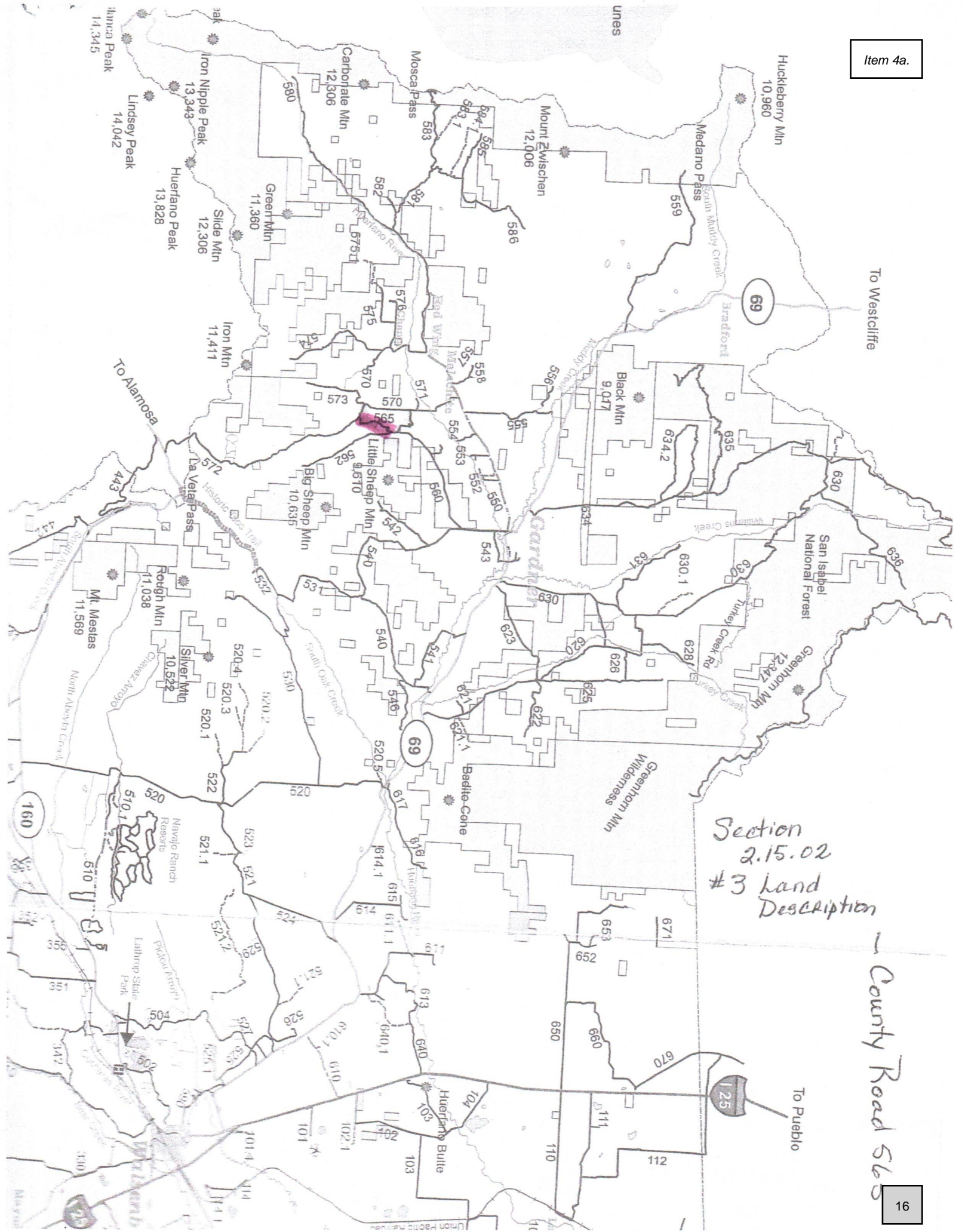
The Rodriguez Family Trust would like to save our family home, but with this road open to the public it's hard to get excited about spending time and money to rebuild. My family would accept the task of maintaining the road after vacation. All private property owners along the road would continue to have access to their lands, but criminal activity would be deterred. On behalf of the Rodriguez Family Trust, I urge you to vacate County Road 565 so that we can preserve of our ranch for our future generations.

Thank you for your consideration,

Fred Rodriguez 11-19-20

Fred Rodriguez, representative

*Section 2.15.02
#3 Narrative*

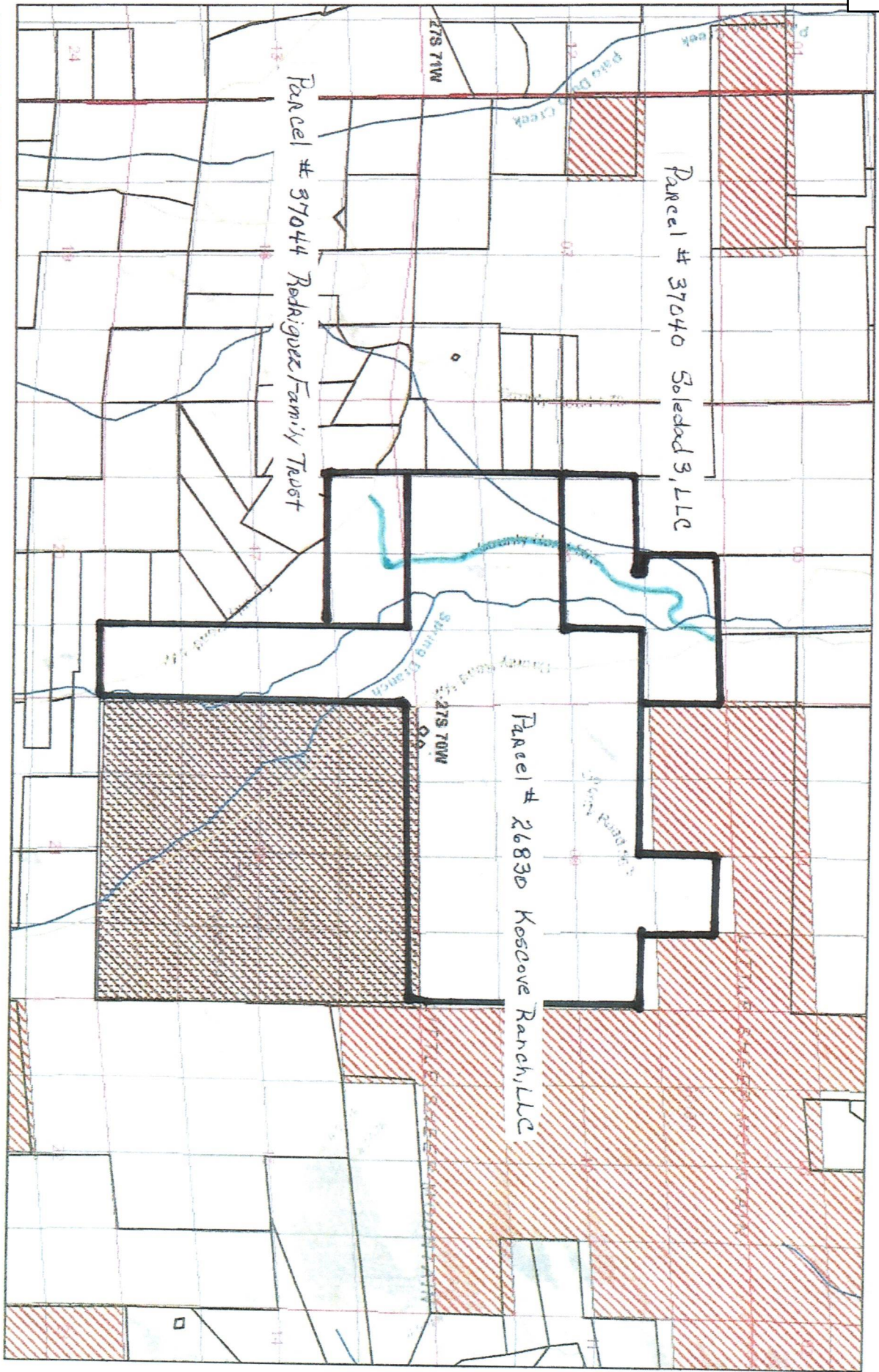


Section
2.15.02
#3 Land
Description

County Road 560

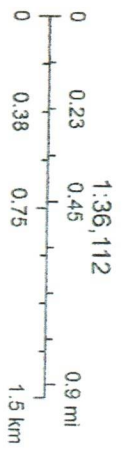
Section 2.15.02
#2 Request for Waiver

Huerfano County



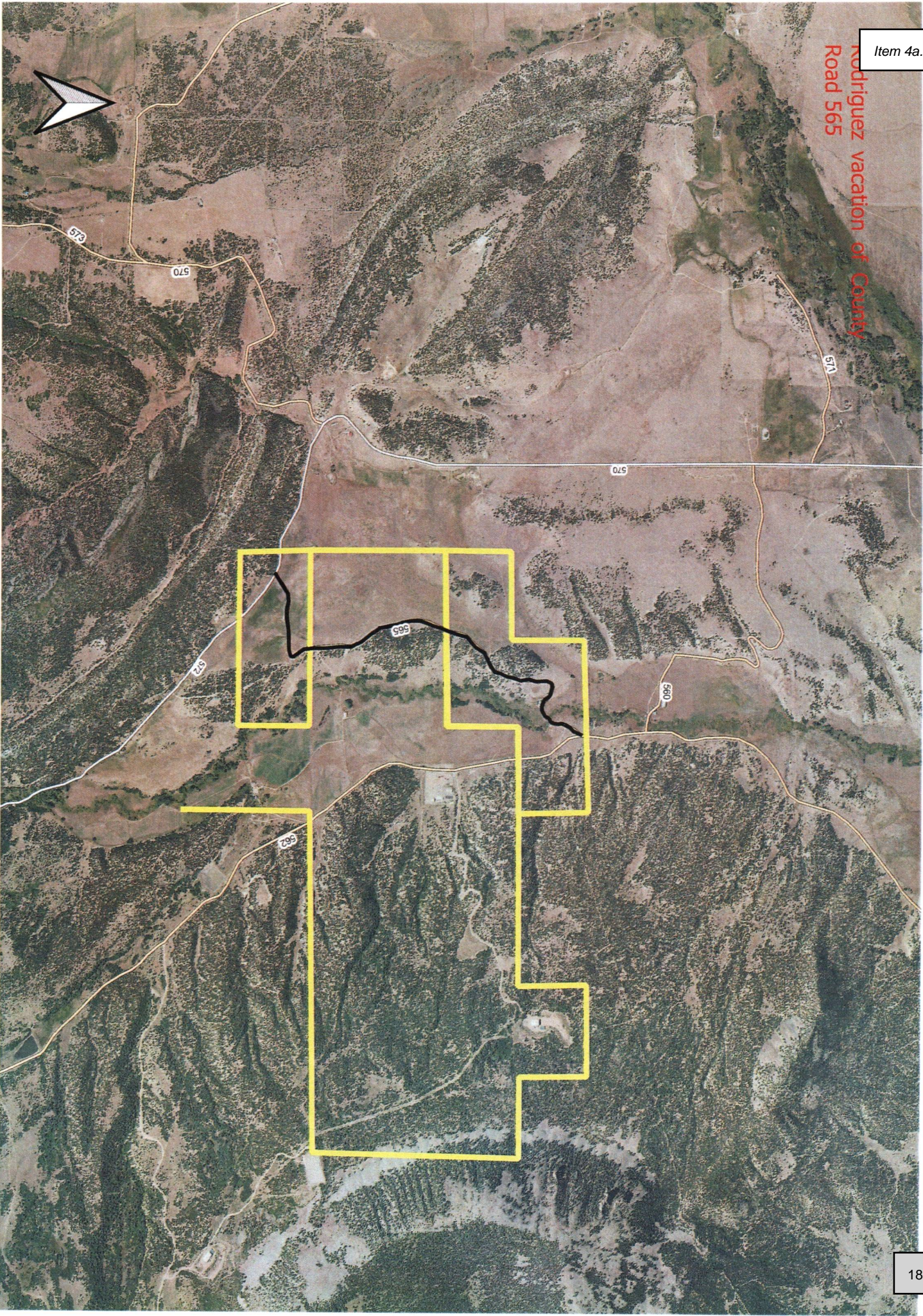
- 12/7/2020, 10:02:46 PM
- Parcels
- Streams
- Roadways
- State School Sections
- BLM
- State School Sections
- PLSS Intersected
- PLSS Section
- PLSS Township

C.R. 565



Sources: Esri, HERE, Garmin, Intermap, increment P Corp, GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri

Rodriguez vacation of County
Road 565



Cheri Chamberlain <cchamberlain@huerfano.us>



Re: Vacation of 565

1 message

Brown - DNR, Mike <mike.brown@state.co.us>
To: Cheri Chamberlain <cchamberlain@huerfano.us>
Cc: "Gerk - DNR, Spencer" <spencer.gerk@state.co.us>

Tue, Mar 5, 2024 at 5:36 PM

Hey Cheri,

I don't foresee any wildlife related impacts from the request you sent but just to be sure I also included my local Wildlife Officer in this response to make sure he doesn't have any concerns. Thanks for reaching out on this.

Mike Brown
Area Wildlife Manager
Area 11-Pueblo



LIVE LIFE OUTSIDE

P 719.561.5303 | C 719.250.4269 | F 719.561.5321
600 Reservoir rd. Pueblo, CO 81005
mike.brown@state.co.us | cpw.state.co.us

On Thu, Feb 29, 2024 at 2:36 PM Cheri Chamberlain <cchamberlain@huerfano.us> wrote:

To Whom It May Concern:

The Huerfano County Land Use Office is reviewing application 20-027 regarding the vacation of County Road 565. The application was placed on hold related to life altering circumstances. Please review the attached letter of intent and vicinity map. Please respond with any questions or comments by April 1, 2024.
Thank you,

Cheri Chamberlain
Huerfano County
Building Inspector and Code Enforcement
401 Main Street Suite 304
Walsenburg, CO 81089
(719) 738-1220 ext. 117 (Office)

4/2/24, 11:55 AM

Huerfano County Mail - Re: Vacation of 565

(719) 248-6715 (Cell)
cchamberlain@huerfano.us

Item 4a.



Cheri Chamberlain <cchamberlain@huerfano.us>

Re: Vacation of 565

1 message

Gerk - DNR, Spencer <spencer.gerk@state.co.us>
To: "Brown - DNR, Mike" <mike.brown@state.co.us>
Cc: Cheri Chamberlain <cchamberlain@huerfano.us>

Thu, Mar 7, 2024 at 1:59 PM

Hello,

Thank you for including me in this email. I agree with Mike Brown the Area Wildlife Manager and do not foresee wildlife related impacts from the vacation of County Road 565.

Thank you,

On Tue, Mar 5, 2024 at 5:36 PM Brown - DNR, Mike <mike.brown@state.co.us> wrote:

Hey Cheri,

I don't foresee any wildlife related impacts from the request you sent but just to be sure I also included my local Wildlife Officer in this response to make sure he doesn't have any concerns. Thanks for reaching out on this.

Mike Brown
Area Wildlife Manager
Area 11-Pueblo



LIVE LIFE
OUTSIDE

P 719.561.5303 | C 719.250.4269 | F 719.561.5321
600 Reservoir rd. Pueblo, CO 81005
mike.brown@state.co.us | cpw.state.co.us

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Thank you,

Item 4a.

Cheri Chamberlain
Huerfano County
Building Inspector and Code Enforcement
401 Main Street Suite 304
Walsenburg, CO 81089
(719) 738-1220 ext. 117 (Office)
(719) 248-6715 (Cell)
cchamberlain@huerfano.us

--
Spencer Gerk
District Wildlife Manager
Walsenburg / La Veta



**LIVE LIFE
OUTSIDE**

P 719.561.5300 | C 719.989.1027 | F 719.561.5321
600 Pueblo Reservoir Road, Pueblo, CO 81005
spencer.gerk@state.co.us | www.cpw.state.co.us

Cheri Chamberlain <cchamberlain@huerfano.us>



Re: Vacation of 565

1 message

Robin Sykes <rsykes@la-h-health.org>

Mon, Mar 4, 2024 at 4:47 PM

To: Cheri Chamberlain <cchamberlain@huerfano.us>

Hi Cheri

This Department has no objection to the proposed vacation of County Road 565.

Thanks

On Thu, Feb 29, 2024 at 2:36 PM Cheri Chamberlain <cchamberlain@huerfano.us> wrote:

To Whom It May Concern:

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Cheri Chamberlain
Huerfano County
Building Inspector and Code Enforcement
401 Main Street Suite 304
Walsenburg, CO 81089
(719) 738-1220 ext. 117 (Office)
(719) 248-6715 (Cell)
cchamberlain@huerfano.us

--
Robin Sykes, REHS
Environmental Health Director
Las Animas-Huerfano Counties District Health Department
412 Benedicta Avenue
Trinidad, CO 81082
Office: 719-846-2213 Ext 623 Cell: 719-680-3516 Fax: 719-846-4472
<https://www.colorado.gov/pacific/la-h-health>



Las Animas | Huerfano Counties
DISTRICT HEALTH DEPARTMENT

4/2/24, 11:54 AM

Huerfano County Mail - Re: Vacation of 565



Item 4a.



Cheri Chamberlain <cchamberlain@huerfano.us>

Re: Vacation of 565

1 message

darrell adler <darrelladler@yahoo.com>

Wed, Mar 13, 2024 at 12:27 PM

To: Cheri Chamberlain <cchamberlain@huerfano.us>

UHFPD does see issues with the vacation of cr 565 that may impose risk to public health and safety and would advise to keep the road open to be better prepared.

On Thursday, February 29, 2024 at 02:36:44 PM MST, Cheri Chamberlain <cchamberlain@huerfano.us> wrote:

To Whom It May Concern:

The Huerfano County Land Use Office is reviewing application 20-027 regarding the vacation of County Road 565. The application was placed on hold related to life altering circumstances. Please review the attached letter of intent and vicinity map. Please respond with any questions or comments by April 1, 2024.
Thank you,

Cheri Chamberlain

Huerfano County
Building Inspector and Code Enforcement
401 Main Street Suite 304
Walsenburg, CO 81089
(719) 738-1220 ext. 117 (Office)
(719) 248-6715 (Cell)
cchamberlain@huerfano.us

Huerfano County Land Use Department

401 Main Street, Suite 304
Walsenburg, Colorado 81089
719-738-1220, Ext. 506



Item 5a.

Huerfano County Planning Commission Staff Report – Permit #23-042 Faris Meeting Type –Advisory Plat Amendment to swap two parcels of land

Meeting Date: April 11, 2024

Request:

With this Application, Sam Faris of Snowy River Ranches (the Applicant) requests the following:

A plat amendment to reflect the exchange of land in which the City of Walsenburg will give an 8-acre portion of a parcel to the applicant in exchange for a 1.25-acre portion of another parcel owned by Mr. Faris, which will give the city improved access to their water plant. The piece of land being given to the City will be combined with the parcel containing the water plant. Pursuant to LUR Section §2.14 this is a plat amendment, as it changes the arrangement of lot lines, and ultimately creates only one new parcel; as each parcel is adjacent to land already owned by the receiving party. Upon completion of the plat amendment, ownership will be transferred.

The piece of land being given to the City is located adjacent to the water plant in the SE ¼ of the NE ¼ of the SE ¼ of Section 23, Township 28S, Range 67W. (a portion of parcel number 20448).

The piece of land being given to Snowy River Ranches in return consists of eight acres along the river south of CR 346 (Centro Ave) in the NE ¼ of the NW ¼ of Section 18, Township 28S, Range 66W.

The 1.25-acre property adjacent the water plant is zoned Commercial; the 8-acre property along the river is zoned Agricultural. Minimum lot size in the Commercial zone is 0.5 acres; minimum lot size in the Agricultural zone is 35-acres. Zoning standards for this district are set forth in LUR Section §1.03.

The applicant has provided a contract for the exchange of land, which will be effective upon approval of this plat amendment.

Process for Plat Amendment:

- **(2.14.01):** PC meeting: recommendation → BOCC public meeting → Record amended plat with County Clerk and Recorder within 5 days at applicant's expense.

Noticing:

BOCC may require notification of review agencies or other interested parties.

Code References:

The following Code Sections are pertinent to the evaluation of this request:
§ 2.14 – Plat Amendment

Application Materials Required for a Plat Amendment:

Proof of ownership; approved and recorded final plat along with proposed amendments; narrative statement explaining why proposed changes should be approved by the Planning Commission and BOCC.

Application Materials:

- Ask the Planning Commission to wave the narrative/letter of intent.
- ALTA Commitment to issue Title Insurance to Snowy River Ranches LLC
- Quitclaim Deed showing ownership of Snowy River Ranches Property
- Bargain and Sale Deed showing City of Walsenburg ownership of their parcel
- Contract to buy and sell real estate
- Plat of re-done survey parcel is missing the signature block for the Planning Commission.

Background:

This application, along with all required attachments were received on October 27, 2023. Application Fees were assessed by the County. Staff has determined the application to be complete.

Maps:

See attached maps.

Eligibility for a Plat Amendment:

(2.14) Minor changes that do not include modifications which significantly alter the intended land uses, density, number of lots, circulation system, drainage easements, dedicated land or encompass more than 25% of land included within a recorded subdivision. Scope can include adjustment of lot lines, re-platting of lots, reconfiguration of dedicated streets and easements and reserved sites.

2.14.03 Criteria for Action on a Plat Amendment Application:

All actions by the Planning Commission in reviewing and making recommendations on an application to amend an approved and recorded plat and by the Board of County Commissioners in approving or disapproving such applications shall be based in general upon the provisions of these regulations and specifically on the following criteria:

1. That the proposed amendment meets the qualifications stated herein for a minor change to the approved and recorded plat.
2. That the proposed amendment would be consistent with all other provisions of these regulations and would not cause significant hardship or inconvenience for adjacent or neighboring land owners or tenants.
3. That the proposed amendment would be beneficial to the public health, safety or welfare of the County.

Analysis:

The Planning Commission shall decide whether the proposed changes qualify for a Plat Amendment or if the Applicant should be required to apply for a Subdivision (see eligibility above).

Referral Comments:

Letters were sent to the following referral agencies on March 1, 2024:

- San Isabel Electric
- Huerfano County Fire Protection District
- City Clerk of Walsenburg

There were no comments/conditions received from any of the above referral agencies.

Note:

Plat Amendments do not require a public hearing. Planning Commission should make a recommendation to BOCC for an upcoming BOCC public meeting. BOCC may require notification of review agencies or other interested parties.

Commission Action:

Recommendation:

1. **Approval** without any special conditions.
2. **Conditional** Approval with a description of the special conditions.
3. **Denial** indicating for the record the reason(s) for such action with reference to the criteria set forth in the Land Use Code.
4. **Continuation** until a future date to gather more information or obtain clarification or for any other relevant cause.

Enclosures:

- Application Materials



Huerfano County Land Use Department
401 Main Street, Suite 304
Walsenburg, Colorado 81089
(719) 738-3000 ext. 108

GENERAL LAND USE APPLICATION

Application File No.: LA 23-042

1. ACTION(S) REQUESTED:

- Conditional Use Permit Application
 - Conditional Use Application / Marijuana
 - Conditional Use Application / Oil, Gas or Uranium Exploration and/or Development
 - Rezoning
 - Variance
 - Subdivision Exemption
 - Plat Amendment
 - Plat Correction
 - Road Right-of-Way or Easement Vacation
 - Lot Consolidation
 - Other Actions (specify): _____
- Sign Permit
 - Temporary Use or Assembly Permit
 - H.B. 1041 Text Amendment
 - H.B. 1041 Development Permit
 - H.B. 1041 Flood Plain Exemption
 - Comprehensive Plan Text of Map Amendment
- PUD or non-PUD Subdivision Approval:
- Sketch Plan
 - Preliminary Plan
 - Final Plat / Subdivision Improvement Agreement
 - Re-hearing of Denied Application

2. APPLICATION STATUS (for County use only):

Date Application Received: _____ Application Fees Required: _____
 Received By: _____ Date Application Fees Paid: _____

3. APPLICATION AND OWNER INFORMATION:

Name of Applicant: Snowy River Ranches, LLC Sam Faris Managing Member
 Applicant's Mailing Address: 3531 S. Logan St. Unit D #358 Englewood, CO 80113
 Applicant's Telephone and/or FAX: 303-229-7076
 Applicant's E-Mail Address: snowy-ranches@gmail.com
 Name of Land Owner: Sam Faris
 Land Owner's Mailing Address: _____
 Land Owner's Telephone and/or FAX: 303-229-7076

4. SUMMARY OF APPLICATION:

Land Area included within the scope of this Application: 1.25 Square Feet or Acres
 Parcel (Schedule) Number (Available from Assessor): 20448
 Legal description of land on which action is proposed (please attach the legal description to this Application)
 Existing Zoning District(s): _____
 Proposed New District(s): _____
 Number of Existing Lots: 1
 Number of Proposed Lots: 2
 Number of Proposed Dwelling Units: 0

Huerfano County Land Use Department
401 Main Street, Suite 304
Walsenburg, Colorado 81089
(719) 738-3000 ext. 108



GENERAL LAND USE APPLICATION

Proposed Average Lot Size: 1.25 ac.
If a Variance Request, please state the reason for the Variance(s): Neighboring owner requires access.

Is all or a portion of the subject land located in a potential flood plain area, or are there areas with slopes in excess of twenty percent (20%)? YES NO
If YES, which of these conditions exist? _____

Value of proposed new development: _____
Will the proposed project require any State or Federal permits? YES NO
If YES, please list all permits or approvals required: _____

If a H.B. 1041 permit is required, for what matters of local concern and state interest? _____

Please list any additional pertinent information: Wanting to convey parcel to City of Walsenburg so they can have legal access and own improved grounds.

5. CERTIFICATION BY THE APPLICANT:


I hereby certify that this Application is made with full knowledge of the design standards, all fees, procedures, public hearing and meeting requirements contained in the Huerfano County Land Use Regulations. Furthermore, I understand that all land use permits are non-transferable, unless specifically approved by the Huerfano County Board of County Commissioners. The Board of County Commissioners may impose permit transfer fees as it deems appropriate. I also understand that issuance of a permit does not relieve me of the requirement to comply with all federal, state, and local laws as well as all relevant subdivision regulations, declarations, and covenants. All documents submitted may be subject to internet publishing.

Signature of Applicant: Sam Faris *Managing Member* Date: 8-26-2022
Printed Name: Sam Faris

6. ACTION (by the authorized permitting authority):

- Final Approval Conditional Approval Denial

Name _____ Signature _____
Title _____ Date _____

| | |
|--|--|
|  First American Title™ | ALTA Commitment for Title Insurance |
| | ISSUED BY First American Title Insurance Company |
| Commitment | |

COMMITMENT FOR TITLE INSURANCE

Issued By

FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

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

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

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

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a Nebraska Corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Policy Amount and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within six months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

First American Title Insurance Company



Kenneth D. DeGiorgio, President



Greg L. Smith, Secretary

If this jacket was created electronically, it constitutes an original document.

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**AMERICAN
 LAND TITLE
 ASSOCIATION**



COMMITMENT CONDITIONS**1. DEFINITIONS**

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

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

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements;
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

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

5. LIMITATIONS OF LIABILITY

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

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

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

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

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

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

8. PRO-FORMA POLICY

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

9. ARBITRATION

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

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|--|--|
|  First American Title™ | ALTA Commitment for Title Insurance |
| | ISSUED BY First American Title Insurance Company |
| Schedule A | |

Transaction Identification Data for reference only:

Issuing Agent: Dotter Abstract Company
 Issuing Office's ALTA® Registry ID:
 Commitment No.: 41546
 Property Address: WALSENBURG, CO 81089
 Revision No.:

Issuing Office: 506 Main Street, Walsenburg, CO 81089
 Loan ID No.:
 Issuing Office File No.: 41546

SCHEDULE A

1. Commitment Date: October 28, 2022 at 8:00 AM
2. Policy or Policies to be issued:
 - (a) ALTA® Owner's Policy (6-17-06)
 Proposed Insured: CITY OF WALSENBURG, COLORADO
 Proposed Policy Amount: \$5,000.00
 - (b) ALTA® Loan Policy (6-17-06)
 Proposed Insured:
 Proposed Policy Amount: \$
 - (c) _____ ALTA® _____ Policy
 Proposed Insured:
 Proposed Policy Amount: \$
3. The estate or interest in the Land described or referred to in this Commitment is:

Fee Simple

Excepting from such estate or interest, any right, title or interest in and to any oil, gas, minerals and mineral rights, any oil and gas leases, together with any rights associated therewith for which no search and examination has been made of the public records.
4. The Title is, at the Commitment Date, vested in:
 SNOWY RIVER RANCHES LLC, A COLORADO LIMITED LIABILITY COMPANY
5. The Land is described as follows: SEE EXHIBIT A ATTACHED HERETO

FIRST AMERICAN TITLE INSURANCE COMPANY

Sandra J Dotter

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|  First American Title™ | ALTA Commitment for Title Insurance |
| | ISSUED BY First American Title Insurance Company |
| Schedule BI & BII | 41546 |

Commitment No.: 41546

**SCHEDULE B, PART I
Requirements**

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records
5. Payment of all taxes and assessments now due and payable as shown on a certificate of taxes due from the County Treasurer or the County Treasurer's Authorized Agent.
6. Evidence that all assessments for common expenses, if any, have been paid.
7. Final Affidavit and Agreement executed by Owners and/or Purchasers must be provided to the Company.
8. Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.
9. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to wit:
10. STATEMENT OF AUTHORITY FOR SNOWY RIVER RANCHES, LLC, A COLORADO LIMITED LIABILITY COMPANY (IN FILE)
11. WARRANTY DEED FROM SNOWY RIVER RANCHES, LLC, A COLORADO LIMITED LIABILITY COMPANY TO CITY OF WALSENBURG, COLORADO, TO BE INSURED.

**SCHEDULE B, PART II
Exceptions**

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| | ISSUED BY First American Title Insurance Company |
| Schedule BI & BII | 41546 |

Commitment No.: 41546

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The Policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims which are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct land survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

Note: Exception number 5. will be removed from the policy provided the Company conducts the closing and settlement service for the transaction identified in the commitment

6. Any and all unpaid taxes, assessments and unredeemed tax sales.
7. Unpatented mining claims; reservations or exceptions in patents or in Acts authorizing the issuance thereof.
8. Any water rights, claims of title to water, in, on or under the Land.
9. All roads, railroads, highways, alleys, rights of way, utilities and easements for ingress and egress therefore as shown on Huerfano County Road Map filed August 15, 1979.

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DISCLOSURE STATEMENT

Pursuant to C.R.S. 30-10-406(3)(a) all documents received for recording or filing in the Clerk and Recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half of an inch. The Clerk and Recorder will refuse to record or file any document that does not conform to the requirements of this section.

NOTE: If this transaction includes a sale of the property and the price exceeds \$100,000.00, the seller must comply with the disclosure/withholding provisions of C.R.S. 39-22-604.5 (Nonresident withholding).

NOTE: Colorado Division of Insurance Regulations 8-1-2 requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title commitment, other than the effective date of the title commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed.

Pursuant to C.R.S. 10-11-122, the company will not issue its owner's policy or owner's policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent; or until the Proposed Insured has notified or instructed the company in writing to the contrary.

The subject property may be located in a special taxing district. A Certificate of Taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent. 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.

C.R.S. 10-11-122 (4), Colorado Notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.

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

This notice applies to owner's policy commitments containing a mineral severance instrument exception, or exceptions, in Schedule B, Section 2.

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

NOTE: Pursuant to Colorado Division of Insurance Regulations 8-1-1, Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

NOTE: Pursuant to C.R.S. 38-35-125(2) no person or entity that provides closing and settlement services for a real estate transaction shall disburse funds as a part of such services until those funds have been received and are available for immediate withdrawal as a matter of right.

NOTE: C.R.S. 39-14-102 requires that a real property transfer declaration accompany any conveyance document presented for recordation in the State of Colorado. Said declaration shall be completed and signed by either the grantor or grantee.

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

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.



Privacy Notice

Effective: October 1, 2019

Notice Last Updated: January 1, 2022

This Privacy Notice describes how First American Financial Corporation and its subsidiaries and affiliates (together referred to as “First American,” “we,” “us,” or “our”) collect, use, store, and share your information with the exception that a subsidiary or affiliate has their own privacy policy, that policy governs. This Privacy Notice applies to information we receive from you offline only, as well as from third parties, when you interact with us and/or use and access our services and products (“Products”). For more information about our privacy practices, including our online practices, please visit <https://www.firstam.com/privacy-policy/>. The practices described in this Privacy Notice are subject to applicable laws in the places in which we operate.

What Type Of Information Do We Collect About You? We collect a variety of categories of information about you. To learn more about the categories of information we collect, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Collect Your Information? We collect your information: (1) directly from you; (2) automatically when you interact with us; and (3) from third parties, including business parties and affiliates.

How Do We Use Your Information? We may use your information in a variety of ways, including but not limited to providing the services you have requested, fulfilling your transactions, comply with relevant laws and our policies, and handling a claim. To learn more about how we may use your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Share Your Information? We do not sell your personal information. We only share your information, including to subsidiaries, affiliates, and to unaffiliated third parties: (1) with your consent; (2) in a business transfer; (3) to service providers; and (4) for legal process and protection. To learn more about how we share your information, please visit <https://www.firstam.com/privacy-policy/>.

How Do We Store and Protect Your Information? The security of your information is important to us. That is why we take commercially reasonable steps to make sure your information is protected. We use our best efforts to maintain commercially reasonable technical, organizational, and physical safeguards, consistent with applicable law, to protect your information.

How Long Do We Keep Your Information? We keep your information for as long as necessary in accordance with the purpose for which it was collected, our business needs, and our legal and regulatory obligations.

Your Choices We provide you the ability to exercise certain controls and choices regarding our collection, use, storage, and sharing of your information. You can learn more about your choices by visiting <https://www.firstam.com/privacy-policy/>.

International Jurisdictions: Our Products are offered in the United States of America (US), and are subject to US federal, state, and local law. If you are accessing the Products from another country, please be advised that you may be transferring your information to us in the US, and you consent to that transfer and use of your information in accordance with this Privacy Notice. You also agree to abide by the applicable laws of applicable US federal, state, and local laws concerning your use of the Products, and your agreements with us.

We may change this Privacy Notice from time to time. Any and all changes to this Privacy Notice will be reflected on this page, and where appropriate provided in person or by another electronic method. **Your continued use, access, or interaction with OUR PRODUCTS or your continued communications with us after this NOTICE HAS BEEN PROVIDED TO YOU will REPRESENT THAT YOU HAVE READ AND UNDERSTOOD THIS PRIVACY NOTICE.**

Contact Us dataprivacy@firstam.com or toll free at 1-866-718-0097.



For California Residents

If you are a California resident, you may have certain rights under California law, including but not limited to the California Consumer Privacy Act of 2018 ("CCPA"). All phrases used in this section shall have the same meaning as those phrases are used under California law, including the CCPA.

Right to Know. You have a right to request that we disclose the following information to you: (1) the categories of personal information we have collected about or from you; (2) the categories of sources from which the personal information was collected; (3) the business or commercial purpose for such collection and/or disclosure; (4) the categories of third parties with whom we have shared your personal information; and (5) the specific pieces of your personal information we have collected. To submit a verified request for this information, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097

Right of Deletion. You also have a right to request that we delete the personal information we have collected from and about you. This right is subject to certain exceptions available under the CCPA and other applicable law. To submit a verified request for deletion, go to our online privacy policy at www.firstam.com/privacy-policy to submit your request or call toll-free at 1-866-718-0097. You may also designate an authorized agent to submit a request on your behalf by going to our online privacy policy at www.firstam.com/privacy-policy to submit your request or by calling toll-free at 1-866-718-0097.

Verification Process. For either a request to know or delete, we will verify your identity before responding to your request. To verify your identity, we will generally match the identifying information provided in your request with the information we have on file about you. Depending on the sensitivity of the information requested, we may also utilize more stringent verification methods to verify your identity, including but not limited to requesting additional information from you and/or requiring you to sign a declaration under penalty of perjury.

Notice of Sale. We do not sell California resident information, nor have we sold California resident information in the past 12 months. To the extent any First American affiliated entity has a different practice, it will be stated in the applicable privacy policy. We have no actual knowledge of selling the information of minors under the age of 16.

Right of Non-Discrimination. You have a right to exercise your rights under California law, including under the CCPA, without suffering discrimination. Accordingly, First American will not discriminate against you in any way if you choose to exercise your rights under the CCPA.

Notice of Collection. To learn more about the categories of personal information we have collected about California residents over the last 12 months, please see "What Information Do We Collect About You" in <https://www.firstam.com/privacy-policy>. To learn about the sources from which we have collected that information, the business and commercial purpose for its collection, and the categories of third parties with whom we have shared that information, please see "How Do We Collect Your Information", "How Do We Use Your Information", and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

Notice of Sale. We have not sold the personal information of California residents in the past 12 months.

Notice of Disclosure. To learn more about the categories of personal information we may have disclosed about California residents in the past 12 months, please see "How Do We Use Your Information" and "How Do We Share Your Information" in <https://www.firstam.com/privacy-policy>.

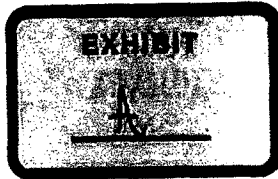
399519

Page 1 of 3

Judy Benine, Clerk & Recorder
Huerfano County, CO

RP \$0.00

01-21-2014 11:35 AM Recordings Fee \$21.00



After Recording Return To:
Thomas Wolf, Esq.
Ireland, Stapleton, Pryor & Pascoe, P.C.
717 17th Street, Suite 2800
Denver, CO 80202

QUIT CLAIM DEED

FLC, LTD., a Colorado limited partnership, whose street address is 1100 W. 7th Street, Walsenburg, Colorado 81089 ("**Grantor**"), for the consideration of Ten and no/100 Dollars (\$10.00) in hand paid, hereby sells and quit claims to **Snowy River Ranches, LLC, a Colorado limited liability company**, whose street address is 3370 S. Marion Street, Englewood, Colorado 80113 ("**Grantee**"), the real property located in the County of Huerfano and State of Colorado and more particularly described on **Exhibit A** attached hereto, with all its appurtenances.

Signed this 31st day of December, 2013.

GRANTOR:

FLC, LTD.,
a Colorado limited partnership

By: [Signature]
Name: J. Ray Faris
Title: President

STATE OF COLORADO)
) ss.
COUNTY OF Huerfano

The foregoing instrument was acknowledged before me this 7th day of ~~December~~ Jan, 2014,
by J. Ray Faris as President of FLC, LTD., a Colorado limited
partnership.

WITNESS my hand and official seal. [Signature]
Notary Public

My commission expires: _____

**SANDRA J. DOTTER
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19924016547
MY COMMISSION EXPIRES 12/30/2016**

EXHIBIT A TO QUIT CLAIM DEED FROM FLC,LTD.**LEGAL DESCRIPTION**Parcel 1

Tract F; Lots 1,2,3,4,5,6,7 and 8 of Block 7; and Lot 5 of Block 6, Mutual Subdivision.

Parcel 2

Lots 1-A, 47, 48, 49, 55, 58, 61, 62, 63, 74, 97, 103, and 117, Spanish Peaks Village Subdivision Tract 1.

Parcel 3

Lots 135, 138, 178, 257, 484, 536, 563, 595, 610, 611, 618, 741, and 757, Rio Cucharas Subdivision.

Parcel 4

Lot 141, Greenhorn Village Subdivision Tract 1.

Parcel 5

Lot 10, Twin Lakes Ranches Subdivision.

Parcel 6

Lot 37 and an undivided one-half interest with Sal Sanders in Lot 36, City Ranch Subdivision Phase I.

Parcel 7

Lots 46, 47, 60, and 66 City Ranch Subdivision Phase II.

Parcel 8

Lots 67, 68, 69, 70, 73, 76, 80, 81, 86, 91, 112, 114, 117, 118, 119, and Lot B containing 271.5 acres more or less City Ranch Subdivision Phase III.

Parcel 9

Lots 234 and 235, Black Hills Subdivision Phase I.

Parcel 10

Lots 50 and 52, Colorado Land & Grazing Unit BB.

Parcel 11

TWP 25 RNG 69 SEC 33: SW ¼ NE ¼ SE ¼ NW ¼

80 acres SE ¼ NE ¼ Less 30.47 acres to Silver Fox Ranches 9.53 acres

Also a strip of land 357 ft. wide and 2,640 ft long across north side of NW ¼ SE ¼ NE ¼ SW ¼ of SEC 33: 21.64 acres less 1 acre to J WILLGING 20.64 acres.

Grand Total 110.17 acres

Parcel 12

Part of Section 5 and 6, Township 27 South, Range 66 West of the 6th P.M. described as follows: Lots 1, 2, 3, 4 and Future Development Site, Indian Pools Subdivision, containing 323.04 acres more or less.

Parcel 13

NW ¼ SW ¼ of Section 2, Township 25 South, Range 69 West of the 6th P.M. containing 40 acres more or less.

Parcel 14

NE ¼ SW ¼, Except S ½ S ½ NE ¼ SW ¼ in Section 28, Township 27 South, Range 70 West of the 6th P.M. also known as Upper Pass Creek Subdivision, containing 27.44 acres more or less.

Parcel 15

UNUSED ROW LOMA BRANCH T28 R66 SC 4: 7.29 A. SC5: SEC 23 PT SE4SE4 & NE4NW4 & SEC 26 SE4NE4 CONT 13.39A SEC 9: 13.04 AC SEC 8: 12.09 A. TOT AC 120.22 LYING NORTH OF LOT 1, SPORLEDER HEIGHTS AND BEGINNING AT THE NORTHWEST CONER OF LOT 1, SPORLEDER ROW LINE OF THE LOMA BRANCH OF D&RGW RR (ABANDONED) SAID SOUTHERLY ROW (FROM WHICH POINT THE RADIUS OF 02-24-57 WHOSE RADUIUS IS 477.46 FT AN ARC LENGTH NORTHERLY ROW LINE OF SAID LOMA BRANCH; THENCE ON POINT BEARS S03-02-48W) THROUGH A CENTRAL ANGLE OF 512.11 FT; THENCE S40-12-00W 103.55 FT TO A D&RGW RR THENCE ON THE ARC OF A CURVE TO THE LEFT S56-047-36W) THROUGH A CENTRAL ANGLE OF 50-24-28 TO THE POINT OF BEGINNING 1.09 AC T/A 119.13

Parcel 16

A parcel of land located in the N ½ of the SW ¼, and the S ½ of the NW ¼, Section 24, Township 28 South, Range 67 West, of the 6th P.M., lying South of Colorado State Highway No. 160, County of Huerfano, State of Colorado, and being more particularly described as follows:

Beginning at the West ¼ corner of said Section 24; thence N 02 degrees 06' 12" W, a distance of 699.23 feet; thence S 22 degrees 44' 07" E, a distance of 545.55 feet; thence N 84 degrees 52' 10" E, a distance of 300.00 feet; thence N 05 degrees 07' 50" W, a distance of 411.95 feet; thence N 85 degrees 53' 37" E, a distance of 97.43 feet; thence N 04 degrees 26' 23" W, a distance of 109.80 feet to the southerly right-of-way line of Colorado State Highway No. 160; thence N 84 degrees 52' 10" E, along said southerly right-of-way, a distance of 923.70 feet; thence S 05 degrees 08' 00" E, a distance of 260.00 feet; thence S 59 degrees 26' 35" W, a distance of 221.22 feet; thence S 05 degrees 07' 50" E, a distance of 135.00 feet; thence N 84 degrees 52' 14" E, a distance of 911.95 feet; thence S 02 degrees 42' 04" E, a distance of 159.34 feet; thence S 89 degrees 32' 52" E, a distance of 122.69 feet; thence S 02 degrees 50' 59" E, a distance of 393.90 feet, to the center ¼ corner of said Section 24; thence S 02 degrees 44' 28" E, along the north-south centerline of Section 24, a distance of 1266.97 feet to the South line of the N ½ of the SW ¼, said Section 24; thence N 86 degrees 22' 29" W, along said South line, a distance of 1658.34 feet to the Easterly line of Spanish Peaks Village, Tract No. 1; thence along said Spanish Peaks Village No. 1, the following two (2) courses:

- 1) N 02 degrees 45' 28" E, a distance of 1203.63 feet;
- 2) N 89 degrees 01' 36" W, a distance of 818.71 feet to the West line of said Section 24; thence N 02 degrees 17' 24" W, a distance of 90.71 feet to the Point of Beginning, containing 79.11 acres more or less

Along with any title or interest still held by Joe E. Faris, his heirs and assigns in the NE ¼, and the N ½ of the SE ¼, Section 23, Township 28 South, Range 67 West of the 6th P.M., County of Huerfano, State of Colorado.

OWNERSHIP AND ENCUMBRANCE REPORT

**Dotter Abstract Company
Walsenburg, Colorado**

SUBSEQUENT TO: December 18, 2018

LEGAL DESCRIPTION:

SEE EXHIBIT "A" ATTACHED HERETO

RECORD OWNER:

SNOWY RIVER RANCHES LLC

ENCUMBRANCES:

NONE

ABSTRACTORS NOTE: THIS REPORT DOES NOT APPLY NOR IS ANY GUARANTEE MADE WITH RESPECT TO MINERALS, LODE AND PLACER CLAIMS, ROADS, RAILROADS, HIGHWAYS, ALLEYS, WATER RIGHTS, DITCHES, CANALS, RESERVOIRS, PIPELINES, UTILITIES, SCHOOL TRACTS , RIGHTS OF WAY AND EASEMENTS THEREFOR AND ANY INSTRUMENTS RELATING THERETO.

THIS SEARCH IS MADE FOR THE BENEFIT OF: CITY OF WALSENBURG

THE LIABILITY HEREUNDER IS SPECIFICALLY LIMITED TO THE AMOUNT OF THE CHARGE HERETOFORE:

THIS SEARCH IS NOT TO BE CONSTRUED AS AN OPINION OF TITLE AND NO ATTEMPT IS MADE TO PASS UPON THE SUFFICIENCY OF ANY INSTRUMENT SHOWN ABOVE OR AS TO MARKETABILITY OF TITLE.

THIS SEARCH COVERS THAT PERIOD OF TIME ENDING June 18, 2019 at at 7:00 A.M..

Dotter Abstract Company

BY: 

Sandra J. Dotter

CASE NO: 36718

Dotter Abstract Company
506 Main Street
Walsenburg, CO 81089
Phone: (719) 738-1730 Fax: (719) 738-1012

TITLE INSURANCE
AND
ESCROW SERVICES

Date: July 09, 2019

TO: CITY OF WALSENBURG
525 SOUTH ALBERT
WALSENBURG, CO 81089

| DESCRIPTION | AMOUNT |
|--|---|
| File No.: 36718 /CITY OF WALSENBURG * * * * * | \$200.00 <i>PAID</i> |
| TOTAL DUE | \$200.00 |

[Handwritten signature]

LEGAL DESCRIPTION

A parcel of land located in the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ and NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 23, all in Township 28 South, Range 67 West, of the 6th P.M. in the County of Huerfano, State of Colorado, and being more particularly described as follows:

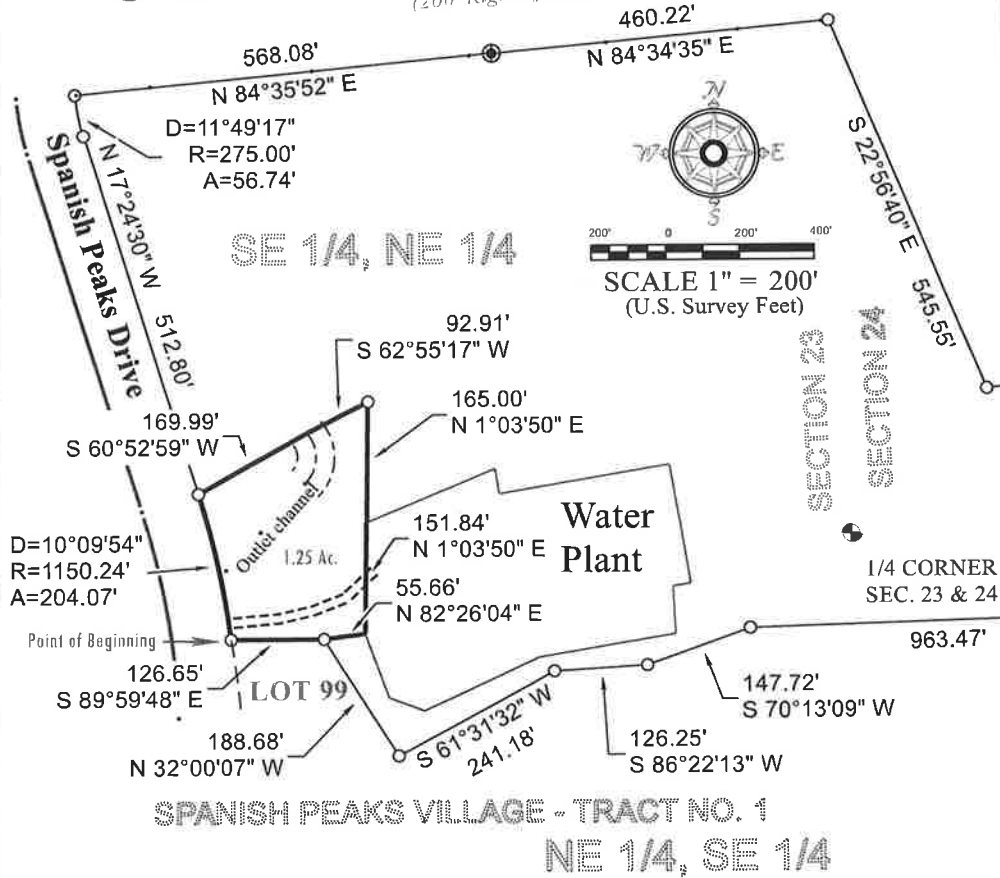
Beginning at the Northwest Corner of Lot 99, Spanish Peaks Village Tract No. 1; thence along the northern boundary line of said Lot 99, S 89° 59' 48" E, a distance of 126.65 feet thence N 82° 26' 04" e, a distance of 55.66 feet to the western boundary line of the Walsenburg Water Treatment Plant; thence N 01° 03' 50" E, along said western boundary line, a distance of 151.84 feet; thence N 01° 03' 50" E, a distance of 165.00 feet; thence S 62° 55' 17" W, a distance of 92.91 feet to the eastern right-of-way line of Spanish Peaks Drive; thence continuing along said eastern right-of-way line, on the arc of a curve to the right, thru a central angle of 10° 09' 54", with a radius of 1150.24 feet, an arc length of 204.07 feet to the point of beginning, containing 1.25 acres.

Item 5a.

Easement Plat

FOR
 SNOWY RIVER RANCHES, LLC
 LOCATED IN A PORTION OF SECTIONS 23
 TOWNSHIP 28 SOUTH, RANGE 67 WEST, OF THE 6th P.M.
 COUNTY OF HUERFANO, STATE OF COLORADO

Colorado State Highway No. 160
 (200' Right-of-Way)



SPANISH PEAKS VILLAGE - TRACT NO. 1
 NE 1/4, SE 1/4

EASEMENT DESCRIPTION

A parcel of land located in the SE 1/4 of the NE 1/4 and NE 1/4 of the SE 1/4 of Section 23, all in Township 28 South, Range 67 West, of the 6th P.M. in the County of Huerfano, State of Colorado, and being more particularly described as follows:

Beginning at the Northwest Corner of Lot 99, Spanish Peaks Village Tract No. 1; thence along the northern boundary line of said Lot 99, S 89° 59' 48" E, a distance of 126.65 feet; thence N 82° 26' 04" E, a distance of 55.66 feet to the western boundary line of the Walsenburg Water Treatment Plant; thence N 01° 03' 50" E, along said western boundary line, a distance of 151.84 feet; thence N 01° 03' 50" E, a distance of 165.00 feet; thence S 62° 55' 17" W, a distance of 92.91 feet; thence S 60° 52' 59" W, a distance of 169.99 feet to the Eastern right-of-way line of Spanish Peaks Drive; thence continuing along said eastern right-of-way line, on the arc of a curve to the right, thru a central angle of 10° 09' 54", having a radius of 1150.24 feet, an arc length of 204.07 feet to the point of beginning, containing 1.25 acres.

Wachob and Wachob, Inc.
 Professional Land Surveyors, Colorado City, Colorado
 P.O. Box 19376, Zip 81019 Phone (719)-878-3885

| | |
|---|-----------|
| Job Name: Walsenburg Utility Easement-city lake.trv | |
| Scale: 1" = 200' | Drawn By: |
| Date: 6-15-2019 | |
| Job No. 2010-108 | Sheet 1/1 |

Traverse PC

Item 5a.

About this Location



CO Game Management

Unit

Unit

CO Private Lands

Owner

Private River Ranches, LLC

Tax Address

1072 S NASTRICH ST

Tax City State ZIP

EVANSTOWN CO 804132933

Area (Acres)

Map Tools



Line Distance



Area Shape



Add Waypoint

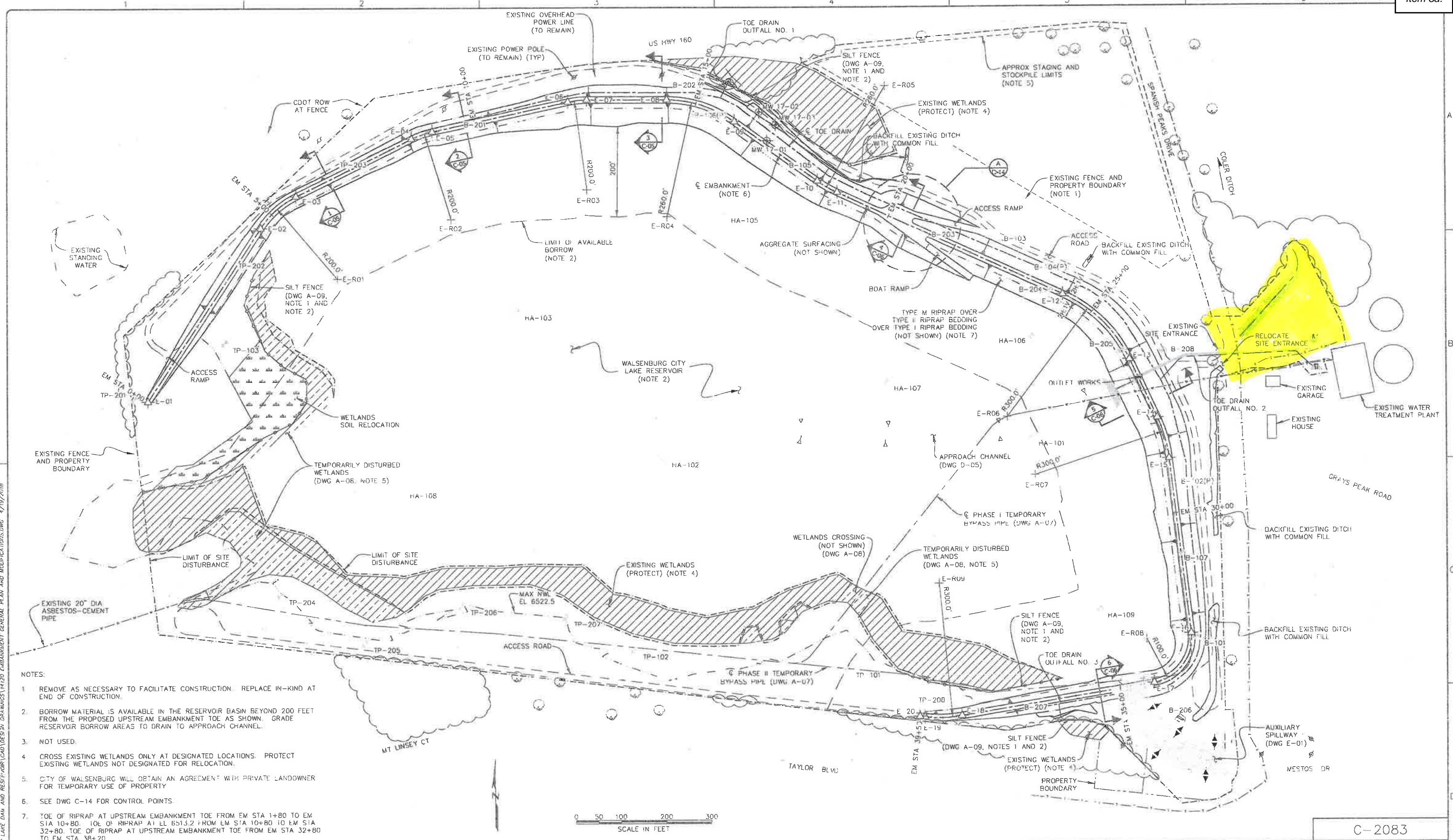












- NOTES:
1. REMOVE AS NECESSARY TO FACILITATE CONSTRUCTION. REPLACE IN-KIND AT END OF CONSTRUCTION.
 2. BORROW MATERIAL IS AVAILABLE IN THE RESERVOIR BASIN BEYOND 200 FEET FROM THE PROPOSED UPSTREAM EMBANKMENT TOE AS SHOWN. GRADE RESERVOIR BORROW AREAS TO DRAIN TO APPROACH CHANNEL.
 3. NOT USED.
 4. CROSS EXISTING WETLANDS ONLY AT DESIGNATED LOCATIONS. PROTECT EXISTING WETLANDS NOT DESIGNATED FOR RELOCATION.
 5. CITY OF WALSENBURG WILL OBTAIN AN AGREEMENT WITH PRIVATE LANDOWNER FOR TEMPORARY USE OF PROPERTY.
 6. SEE DWG C-14 FOR CONTROL POINTS.
 7. TOE OF RIPRAP AT UPSTREAM EMBANKMENT TOE FROM EM STA 1+80 TO EM STA 10+80. TOE OF RIPRAP AT EL 6513.2 FROM EM STA 10+80 TO EM STA 32+80. TOE OF RIPRAP AT UPSTREAM EMBANKMENT TOE FROM EM STA 32+80 TO EM STA 38+20.

2. 1/14/20 - WALSENBURG CITY LAKE DAM AND RESERVOIR REHABILITATION AND ENLARGEMENT GENERAL PLAN AND MODIFICATIONS.DWG 1/19/2018



THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, IS THE PROPERTY OF THE CITY OF WALSENBURG AND RJH CONSULTANTS, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF THE CITY OF WALSENBURG AND RJH CONSULTANTS, INC.

| NO. | DATE | ISSUE/REVISION | DES | DRN | CHK | APP |
|-----|------|----------------|-----|-----|-----|-----|
| | 4/18 | ISSUE FOR BID | MSS | RJA | ERF | MLC |

RJH CONSULTANTS, INC.

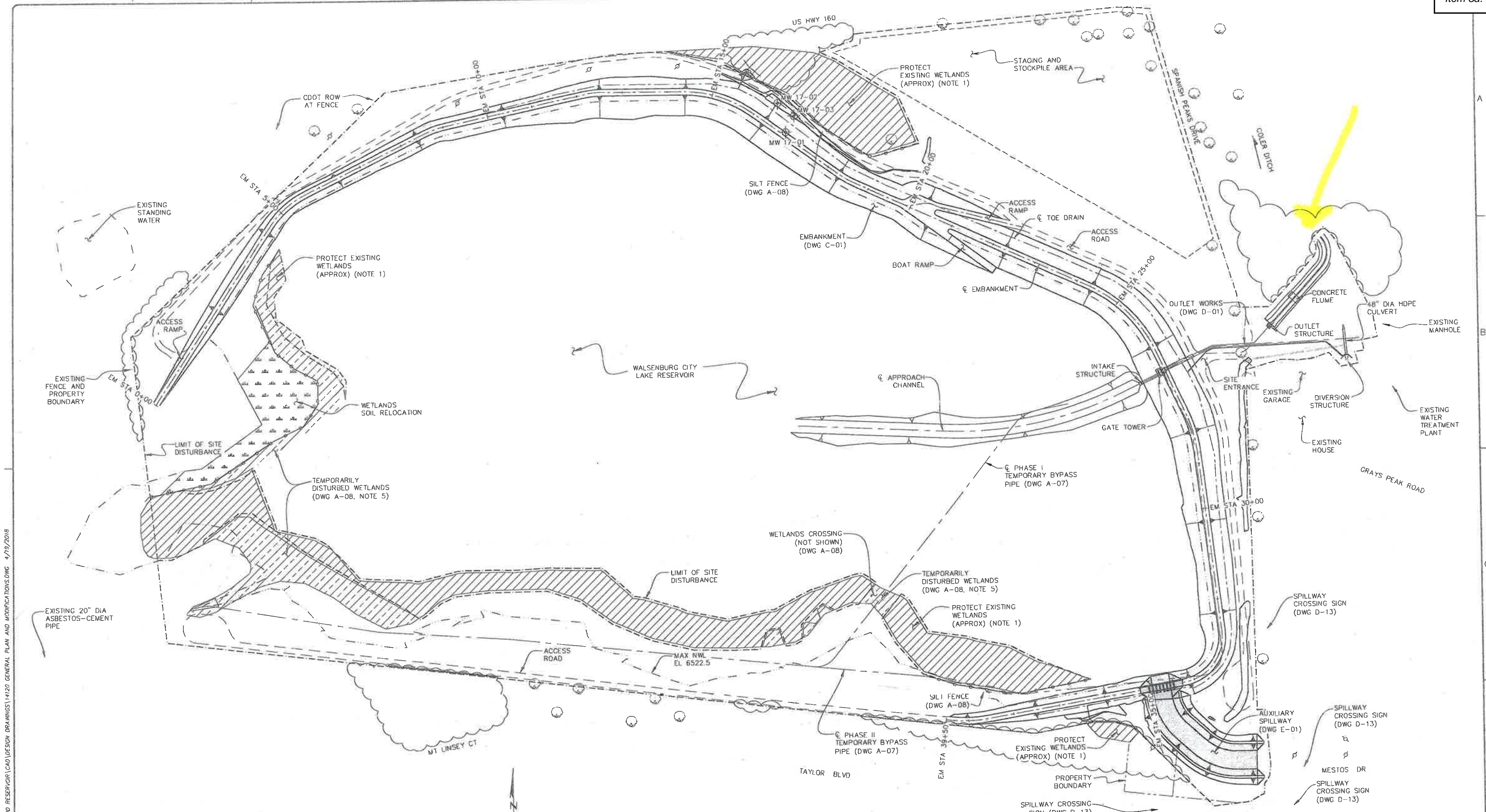
Walsenburg

RJH PROJECT 14120

WALSENBURG CITY LAKE DAM AND RESERVOIR REHABILITATION AND ENLARGEMENT
HUERFANO COUNTY, COLORADO

EMBANKMENT PLAN

DWG NO. C-01
SHEET NO 12 of 53



NOTE:
 1. LOCATION OF EXISTING WETLANDS TO BE PROTECTED SHALL BE COORDINATED WITH THE OWNER PRIOR TO CONSTRUCTION.



P: 14120 - WALSENBURG CITY LAKE DAM AND RESERVOIR (CAD) DESIGN DRAWINGS 14120 GENERAL PLAN AND MODIFICATIONS.DWG 4/18/2018

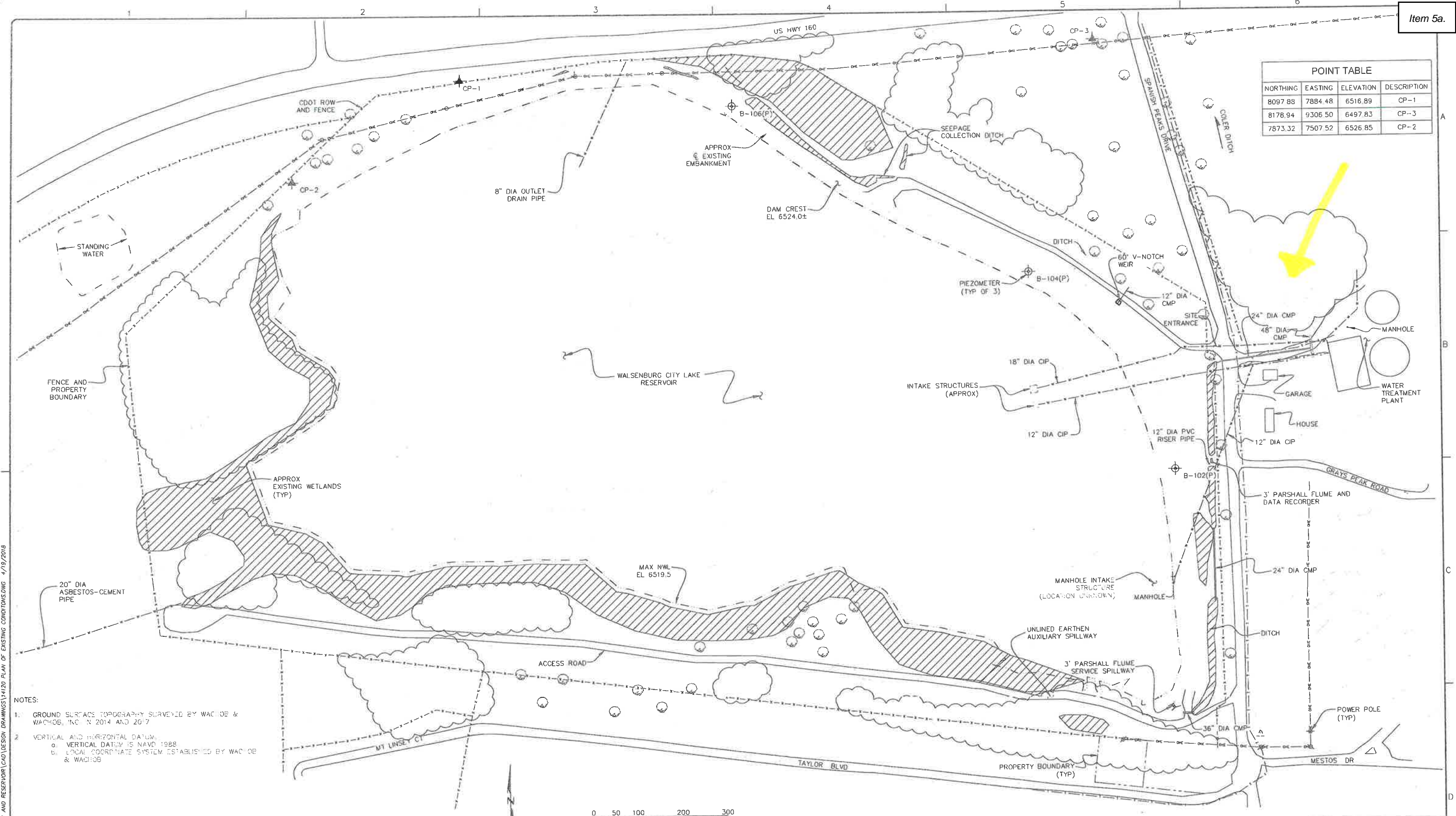


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| NO. | DATE | ISSUE/REVISION | DES | DRN | CHK | APP |
|-----|------|----------------|-----|-----|-----|-----|
| - | 4/18 | ISSUE FOR BID | MSS | RJA | ERF | MLG |
| | | ISSUE/REVISION | | | | |

| | | | | |
|--|--|--|-------------------------------|------------------------|
| | | WALSENBURG CITY LAKE DAM AND RESERVOIR REHABILITATION AND ENLARGEMENT HUERFANO COUNTY, COLORADO | GENERAL PLAN OF MODIFICATIONS | DWG NO. A-05 |
| | | | | SHEET NO. 5 of 40 |

| POINT TABLE | | | |
|-------------|---------|-----------|-------------|
| NORTHING | EASTING | ELEVATION | DESCRIPTION |
| 8097.88 | 7884.48 | 6516.89 | CP-1 |
| 8178.94 | 9306.50 | 6497.83 | CP-3 |
| 7873.32 | 7507.52 | 6526.85 | CP-2 |



- NOTES:
- GROUND SURFACE TOPOGRAPHY SURVEYED BY WACHOB & WACHOB, INC. IN 2014 AND 2017
 - VERTICAL AND HORIZONTAL DATUM:
 - a. VERTICAL DATUM IS NAVD 1988
 - b. LOCAL COORDINATE SYSTEM ESTABLISHED BY WACHOB & WACHOB

P:\14120 - WALSENBURG CITY LAKE DAM AND RESERVOIR\CAD\DESIGN DRAWINGS\14120 PLAN OF EXISTING CONDITIONS.DWG 4/19/2018

C-2083



THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, IS THE PROPERTY OF THE CITY OF WALSENBURG AND RJH CONSULTANTS, INC. AND IS NOT TO BE USED, IN WHOLE OR IN PART, FOR ANY OTHER PROJECT WITHOUT THE WRITTEN AUTHORIZATION OF THE CITY OF WALSENBURG AND RJH CONSULTANTS, INC.

| NO. | DATE | ISSUE/REVISION | DES | DRN | CHK | APP |
|-----|------|----------------|-----|-----|-----|-----|
| - | 4/18 | ISSUE FOR BID | MSS | RJA | ERF | MLG |



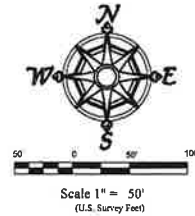
WALSENBURG CITY LAKE DAM AND RESERVOIR REHABILITATION AND ENLARGEMENT HUERFANO COUNTY, COLORADO

PLAN OF EXISTING CONDITIONS AND SURVEY CONTROL

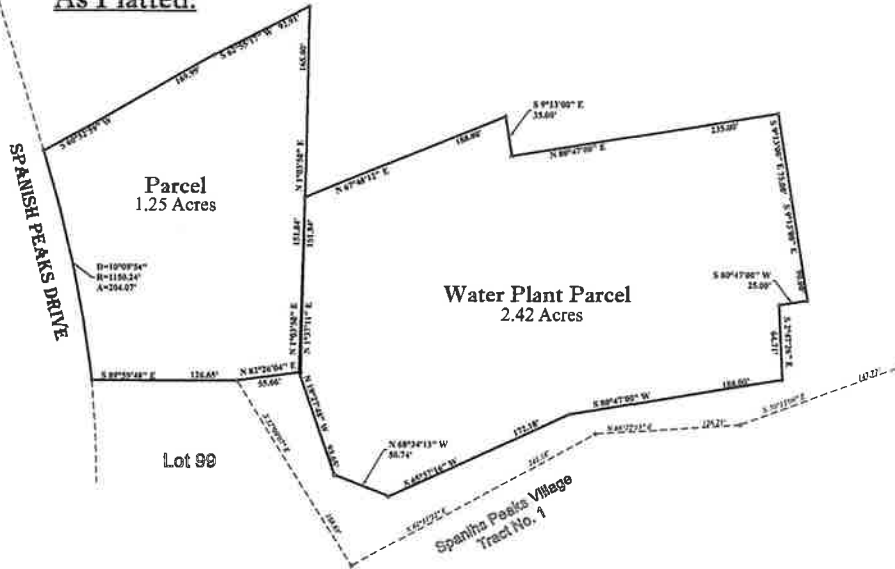
DWG. NO. **A-03**
SHEET NO. 3 of 40

MAP AMENDMENT PLAT

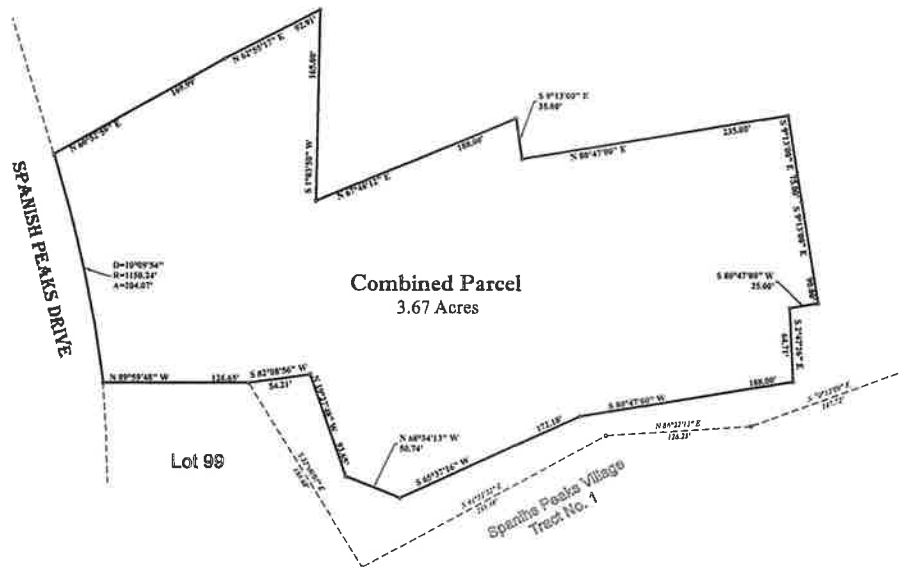
FOR SNOWY RIVER RANCHES, LLC
 A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 23
 TOWNSHIP 28 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
 COUNTY OF HUERFANO, STATE OF COLORADO



As Platted:



As Vacated:



Legal Description:

A parcel of land located to the SE 1/4 of the NE 1/4 of the SE 1/4 of Section 23, Township 28 South, Range 67 West of the 6th P.M., County of Huerfano, State of Colorado, being more particularly described as follows: Beginning at the Northwest Corner of Lot 99, Spanish Peaks Village Tract No. 1; Thence on the arc of a curve to the left, through a central angle of 10° 09' 24", having a radius of 1150.24 feet, and an arc length of 204.03 feet; Thence S 60° 32' 39" E, a distance of 161.99 feet; Thence N 62° 55' 17" E, a distance of 129.91 feet; Thence S 1° 07' 50" W, a distance of 165.00 feet; Thence N 67° 48' 12" E, a distance of 189.00 feet; Thence S 9° 17' 00" E, a distance of 35.00 feet; Thence N 89° 47' 00" E, a distance of 235.00 feet; Thence S 8° 13' 00" E, a distance of 73.00 feet; Thence S 9° 13' 00" E, a distance of 90.00 feet; Thence S 89° 47' 00" W, a distance of 25.00 feet; Thence S 2° 47' 28" E, a distance of 64.73 feet; Thence S 89° 47' 00" W, a distance of 189.00 feet; Thence S 65° 17' 00" W, a distance of 172.18 feet; Thence N 69° 14' 13" W, a distance of 39.74 feet; Thence N 19° 27' 48" W, a distance of 93.65 feet; Thence S 82° 08' 38" W, a distance of 24.21 feet; Thence along the North line of Lot 99, Spanish Peaks Village, Tract No. 1 N 89° 59' 48" W, a distance of 126.65 feet to the Point of Beginning. Containing 3.67 Acres more or less.

SURVEYORS CERTIFICATION: I, William K. Beckover, a Professional Land Surveyor registered in the State of Colorado, hereby certify as Snowy Mountain Ranches, LLC, that this Map Amendment is not based upon an actual field survey conducted by me or under my responsible charge, but is prepared using information shown on the Survey 279 and 777777777 of the records of the Huerfano County Clerk and Recorder. The property within this Map Amendment may or may not be presently monumented and if it is monumented I have not confirmed that the property pins are accurately located.

Preliminary

By: William K. Beckover, P.L.S. 33103 Date: _____
 WKS Land Surveying, LLC
 Colorado City, Colorado

This is to Certify that this Map Amendment Plat, is hereby approved this _____ day of _____, 2022, by the Board of County Commissioners, County of Huerfano, State of Colorado.

By: _____ Date: _____
 Chairperson of the Board

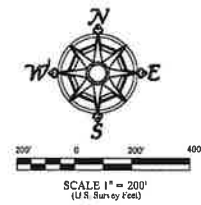
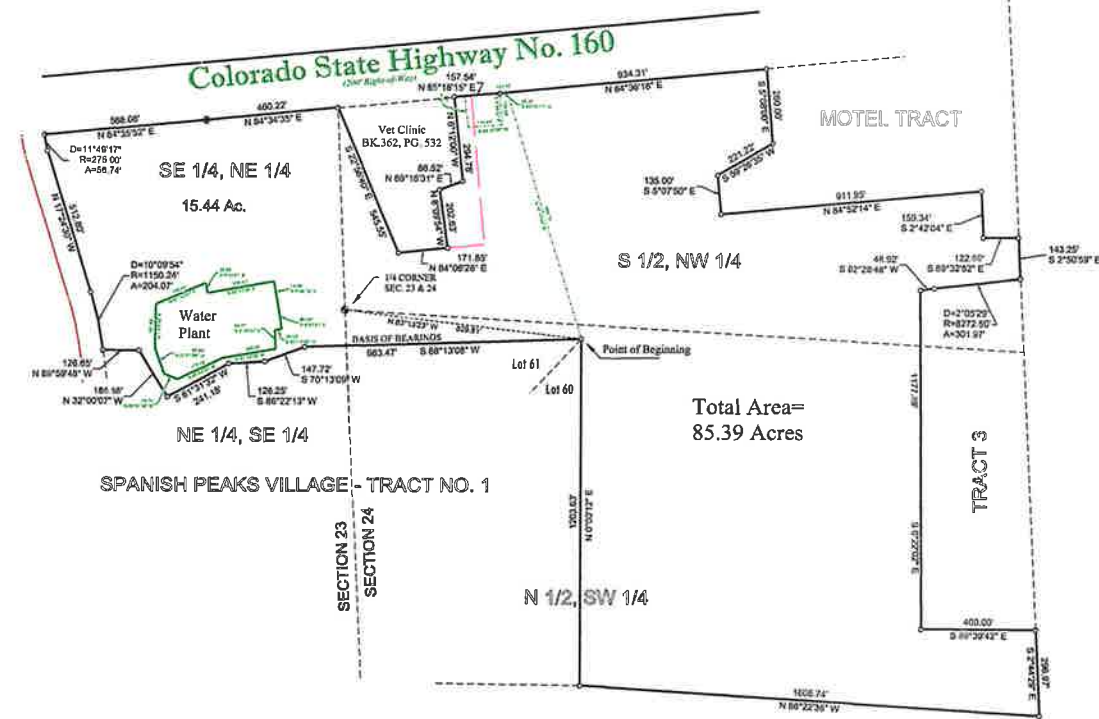
By: _____ Date: _____
 Attn: Clerk of the Board

BH LAND SURVEYING
 P.O. Box 20396, Colorado City, CO 81019
 Phone: 719-678-2072
 Email: bh@bhlandsurvey.com

| | | |
|----------------|------------------|---------------|
| Scale 1" = 50' | Date: 3-16-2022 | Drawn by: WSB |
| Sheet: 1/1 | Job No: 2022-023 | |

LAND SURVEY PLAT

FOR
SNOWY RIVER RANCHES, LLC
LOCATED IN A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 28 SOUTH, RANGE 67 WEST, OF THE 6th P.M.
COUNTY OF HUERFANO, STATE OF COLORADO



Total Area=
85.39 Acres

LEGAL DESCRIPTION

A parcel of land located to the NW 1/4 of the SW 1/4 and the SW 1/4 of the NW 1/4, Section 24, and the SE 1/4 of the NE 1/4 and NE 1/4 of the SE 1/4 of Section 23, all in Township 28 South, Range 67 West, of the 6th P.M. lying south of Colorado State Highway 160, in the County of Huerfano, State of Colorado, and being more particularly described as follows:

Beginning at the Northeast Corner of Spanish Peaks Village, Tract No. 1, as filed for record October 11th 1967 as Reception No. 23311, in Deed No. 1, Map 79, from which the West 1/2 Corner said Section 24 bears N 83° 13' 22" W, a distance of 821.81 feet; thence along the northerly boundary of said Spanish Peaks Village, the following line (6) courses: 1) S 61° 13' 08" W, a distance of 160.41 feet; 2) S 11° 13' 09" W, a distance of 147.72 feet; 3) S 86° 22' 13" W, a distance of 126.25 feet; 4) S 61° 31' 32" W, a distance of 241.18 feet; 5) N 22° 00' 07" W, a distance of 188.66 feet; 6) N 89° 59' 58" W, a distance of 126.65 feet to the east right-of-way line of Spanish Peaks Disturbed as shown on said plat of Spanish Peaks Village; thence continuing along said east right-of-way line, the following three (3) courses: 1) on the arc of a curve to the left, having a radius of 1130.24 feet, through a central angle of 10° 09' 54", an arc length of 204.07 feet; 2) N 11° 24' 50" W, a distance of 512.80 feet; 3) on the arc of a curve to the right, having a radius of 215.00 feet, through a central angle of 11° 49' 17", an arc length of 56.74 feet to the southerly right-of-way line of Colorado State Highway No. 160; thence continuing along said southerly right-of-way line, the following two (2) courses: 1) N 84° 35' 32" E, a distance of 368.08 feet to a standard right-of-way monument; 2) N 84° 34' 35" E, a distance of 460.23 feet to the Northwest Corner of a parcel of land recorded in Book 362 at page 532 of the Huerfano County Records; thence continuing along the west, south and east boundary line of said parcel, the following three (3) courses: 1) S 22° 56' 40" E, a distance of 543.53 feet; 2) N 84° 00' 28" E, a distance of 171.83 feet; 3) N 09° 09' 34" W, a distance of 202.63 feet; 4) N 69° 18' 11" W, a distance of 86.32 feet; 5) N 69° 12' 01" W, a distance of 204.78 feet to the southerly right-of-way line of Colorado State Highway No. 160; thence N 83° 18' 15" E, along said southerly right-of-way, a distance of 157.54 feet to an iron pin; thence N 84° 36' 18" E, a distance of 134.31 feet; thence S 83° 08' 00" E, a distance of 260.00 feet; thence S 59° 26' 35" W, a distance of 231.22 feet; thence S 05° 07' 50" E, a distance of 132.00 feet; thence N 84° 52' 14" E, a distance of 91.125 feet; thence S 02° 42' 04" E, a distance of 159.34 feet; thence S 89° 32' 32" E, a distance of 122.69 feet; thence S 02° 50' 59" E, a distance of 143.230 feet; thence on the arc of a curve to the right, through a central angle of 02° 43' 23", whose radius is 872.50 feet, an arc length of 301.97 feet; said curve having a chord bearing of 63° 48' 07" W, a distance of 301.55 feet; thence S 82° 28' 46" W, a distance of 48.57 feet; thence S 00° 22' 02" E, a distance of 117.89 feet; thence S 89° 35' 42" E, a distance of 400.00 feet to the south-south cornerline of Section 24; thence S 02° 44' 29" E, along said north-south cornerline, a distance of 236.97 feet to the South line of the N 1/2 of the SW 1/4 said Section 24; thence N 66° 22' 29" W, along said South line, a distance of 1600.74 feet to the Easterly line of Spanish Peaks Village, Tract No. 1; thence along said Spanish Peaks Village Tract No. 1, N 00° 00' 12" E, a distance of 1203.61 feet to the True Point of Beginning, containing 87.81 acres total less 2.42 acres for the Water Treatment Plant for net area of 85.39 acres.



VICINITY MAP

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

This survey does not constitute a title search by Wachob and Wachob, Inc. of the property shown and described herein to determine ownership of this tract, verify the competency of this description with that of adjacent tracts or verify correctness of record.

BASIS OF BEARINGS: S 88° 13' 08" W, along the northerly line of Spanish Peaks Village No. 1, Lots 61 through 66 marked by 1/2" iron on both ends.

I hereby certify to Snowy River Ranches, LLC, that this plat was prepared by me or under my direct responsibility, upon view and checking and the parcel is monumental as shown to the best of my knowledge and belief.

By: _____ Date: _____
Professional Land Surveyor, No. 19927
Wachob and Wachob, Inc.
Colorado City, Colorado

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission .
(CBS4-6-21) (Mandatory 1-22)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(LAND)
 Property with No Residences
 Property with Residences-Residential Addendum Attached)**

Date: September 26, 2022

AGREEMENT

1. **AGREEMENT.** Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. **PARTIES AND PROPERTY.**

2.1. **Buyer.** SNOWY RIVER RANCHES, LLC (Buyer) will take title to the Property described below as Joint Tenants Tenants In Common Other _____

2.2. **No Assignability.** This Contract IS NOT assignable by Buyer unless otherwise specified in Additional Provisions.

2.3. **Seller.** CITY OF WALSENBURG, COLORADO, a Colorado municipal corporation (Seller) is the current owner of the Property described below.

2.4. **Property.** The Property is the following legally described real estate in the County of HUERFANO, Colorado (insert legal description):

See Exhibit A.

known as: _____
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. **Inclusions.** The Purchase Price includes the following items (Inclusions):

2.5.1. **Inclusions.** The following items, whether fixtures or personal property, are included in the Purchase Price unless excluded under Exclusions:

N/A

If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. **Encumbered Inclusions.** Any Inclusions owned by Seller (i.e., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except:

N/A

2.5.3. **Personal Property Conveyance.** Conveyance of all personal property will be by bill of sale or other applicable legal instrument

2.5.4. **Leased Items.** The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items): N/A

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2.6. Exclusions. The following items are excluded (Exclusions):

N/A

2.7. Water Rights, Well Rights, Water and Sewer Taps.

2.7.1. Deeded Water Rights. The following legally described water rights:

N/A

Any deeded water rights will be conveyed by a good and sufficient _____ deed at Closing.

2.7.2. Other Rights Relating to Water. The following rights relating to water not included in §§ 2.7.1., 2.7.3., 2.7.4. and 2.7.5., will be transferred to Buyer at Closing:

N/A

2.7.3. Well Rights. Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is

2.7.4. Water Stock Certificates. The water stock certificates to be transferred at Closing are as follows:

N/A

2.7.5. Water and Sewer Taps. The parties agree that water and sewer taps listed below for the Property are being conveyed as part of the Purchase Price as follows:

If any water or sewer taps are included in the sale, Buyer is advised to obtain, from the provider, written confirmation of the amount remaining to be paid, if any, time and other restrictions for transfer and use of the taps.

2.7.6. Conveyance. If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water), § 2.7.3. (Well Rights), § 2.7.4. (Water Stock Certificates), or § 2.7.5. (Water and Sewer Taps), Seller agrees to convey such rights to Buyer by executing the applicable legal instrument at Closing.

2.7.7. Water Rights Review. Buyer Does Does Not have a Right to Terminate if examination of the Water Rights is unsatisfactory to Buyer on or before the **Water Rights Examination Deadline**.

2.8. Growing Crops. With respect to growing crops, Seller and Buyer agree as follows:

N/A

3. DATES, DEADLINES AND APPLICABILITY.

3.1. Dates and Deadlines.

| Item No. | Reference | Event | Date or Deadline |
|----------|-----------|---|------------------|
| 1 | § 3 | Time of Day Deadline | See No. 29 |
| 2 | § 4 | Alternative Earnest Money Deadline | |
| | | Title | |
| 3 | § 8 | Record Title Deadline (and Tax Certificate) | |
| 4 | § 8 | Record Title Objection Deadline | |

| | | | |
|----|------|--|--|
| 5 | § 8 | Off-Record Title Deadline | |
| 6 | § 8 | Off-Record Title Objection Deadline | |
| 7 | § 8 | Title Resolution Deadline | |
| 8 | § 8 | Third Party Right to Purchase/Approve Deadline | |
| | | Owners' Association | |
| 9 | § 7 | Association Documents Deadline | |
| 10 | § 7 | Association Documents Termination Deadline | |
| | | Seller's Disclosures | |
| 11 | § 10 | Seller's Property Disclosure Deadline | |
| 12 | § 10 | Lead-Based Paint Disclosure Deadline (if Residential Addendum attached) | |
| | | Loan and Credit | |
| 13 | § 5 | New Loan Application Deadline | |
| 14 | § 5 | New Loan Terms Deadline | |
| 15 | § 5 | New Loan Availability Deadline | |
| 16 | § 5 | Buyer's Credit Information Deadline | |
| 17 | § 5 | Disapproval of Buyer's Credit Information Deadline | |
| 18 | § 5 | Existing Loan Deadline | |
| 19 | § 5 | Existing Loan Termination Deadline | |
| 20 | § 5 | Loan Transfer Approval Deadline | |
| 21 | § 4 | Seller or Private Financing Deadline | |
| | | Appraisal | |
| 22 | § 6 | Appraisal Deadline | |
| 23 | § 6 | Appraisal Objection Deadline | |
| 24 | § 6 | Appraisal Resolution Deadline | |
| | | Survey | |
| 25 | § 9 | New ILC or New Survey Deadline | |
| 26 | § 9 | New ILC or New Survey Objection Deadline | |
| 27 | § 9 | New ILC or New Survey Resolution Deadline | |
| | | Inspection and Due Diligence | |
| 28 | § 2 | Water Rights Examination Deadline | |
| 29 | § 8 | Mineral Rights Examination Deadline | |
| 30 | § 10 | Inspection Termination Deadline | |
| 31 | § 10 | Inspection Objection Deadline | |
| 32 | § 10 | Inspection Resolution Deadline | |
| 33 | § 10 | Property Insurance Termination Deadline | |
| 34 | § 10 | Due Diligence Documents Delivery Deadline | |
| 35 | § 10 | Due Diligence Documents Objection Deadline | |
| 36 | § 10 | Due Diligence Documents Resolution Deadline | |
| 37 | § 10 | Environmental Inspection Termination Deadline | |
| 38 | § 10 | ADA Evaluation Termination Deadline | |
| 39 | § 10 | Conditional Sale Deadline | |
| 40 | § 10 | Lead-Based Paint Termination Deadline (if Residential Addendum attached) | |
| 41 | § 11 | Estoppel Statements Deadline | |
| 42 | § 11 | Estoppel Statements Termination Deadline | |
| | | Closing and Possession | |
| 43 | § 12 | Closing Date | |
| 44 | § 17 | Possession Date | |
| 45 | § 17 | Possession Time | |
| 46 | § 27 | Acceptance Deadline Date | |
| 47 | § 27 | Acceptance Deadline Time | |
| | | | |
| | | | |

105 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with "N/A",
 106 or the word "Deleted," such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box

107 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
108 "None", such provision means that "None" applies.

109 The abbreviation "MEC" (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
110 abbreviation "N/A" as used in this Contract means not applicable.

111 **3.3. Day; Computation of Period of Days; Deadlines.**

112 **3.3.1. Day.** As used in this Contract, the term "day" means the entire day ending at 11:59 p.m., United States
113 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
114 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
115 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
116 **Day Deadline** is left blank or "N/A" the deadlines will expire at 11:59 p.m., United States Mountain Time.

117 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
118 ending date is not specified, the first day is excluded and the last day is included.

119 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
120 deadline **Will** **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
121 the deadline will not be extended.

122 **4. PURCHASE PRICE AND TERMS.**

123 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

| Item No. | Reference | Item | Amount | Amount |
|----------|-----------|--------------------|------------------|--------|
| 1 | § 4.1. | Purchase Price | \$ See Exhibit B | |
| 2 | § 4.3. | Earnest Money | | \$ |
| 3 | § 4.5. | New Loan | | \$ |
| 4 | § 4.6. | Assumption Balance | | \$ |
| 5 | § 4.7. | Private Financing | | \$ |
| 6 | § 4.7. | Seller Financing | | \$ |
| 7 | | | | |
| 8 | | | | |
| 9 | § 4.4. | Cash at Closing | | \$ |
| 10 | | TOTAL | \$ See Exhibit B | \$ |

124 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$ 0.00 (Seller Concession). The Seller
125 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer's lender
126 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
127 Concession include, but are not limited to: Buyer's closing costs, loan discount points, loan origination fees, prepaid items and any
128 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
129 elsewhere in this Contract.

130 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a _____, will be
131 payable to and held by _____ (Earnest Money Holder), in its trust account, on behalf of
132 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
133 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
134 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
135 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
136 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
137 Money Holder in this transaction will be transferred to such fund.

138 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
139 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

140 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
141 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided
142 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
143 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
144 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23
145 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
146 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
147 Release form), within three days of Buyer's receipt.

148 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
149 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "If Seller
150 is in Default", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

151 4.3.2.2. **Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
152 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "If Buyer
153 is in Default, § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

154 4.4. **Form of Funds; Time of Payment; Available Funds.**

155 4.4.1. **Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
156 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
157 check, savings and loan teller's check and cashier's check (Good Funds).

158 4.4.2. **Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
159 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH**
160 **NONPAYING PARTY WILL BE IN DEFAULT.**

161 4.4.3. **Available Funds.** Buyer represents that Buyer, as of the date of this Contract, Does Does Not have
162 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

163 4.5. **New Loan.**

164 4.5.1. **Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,
165 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

166 4.5.2. **Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
167 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 29 (Additional
168 Provisions).

169 4.5.3. **Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
170 Conventional Other _____

171 4.6. **Assumption.** Buyer agrees to assume and pay an existing loan in the approximate amount of the Assumption Balance
172 set forth in § 4.1. (Price and Terms), presently payable at \$ _____ per _____ including principal and interest
173 presently at the rate of _____ % per annum and also including escrow for the following as indicated: Real Estate Taxes
174 **Property Insurance Premium** and _____

175 Buyer agrees to pay a loan transfer fee not to exceed \$ _____. At the time of assumption, the new interest rate will
176 not exceed _____ % per annum and the new payment will not exceed \$ _____ per _____ principal and
177 interest, plus escrow, if any. If the actual principal balance of the existing loan at Closing is less than the Assumption Balance, which
178 causes the amount of cash required from Buyer at Closing to be increased by more than \$ _____, or if any other terms or
179 provisions of the loan change, Buyer has the Right to Terminate under § 24.1. on or before **Closing Date.**

180 Seller Will Will Not be released from liability on said loan. If applicable, compliance with the requirements for release
181 from liability will be evidenced by delivery on or before **Loan Transfer Approval Deadline** at **Closing** of an appropriate
182 letter of commitment from lender. Any cost payable for release of liability will be paid by _____ in an amount
183 not to exceed \$ _____

184 4.7. **Seller or Private Financing.**

185 **WARNING:** Unless the transaction is exempt, federal and state laws impose licensing, other requirements and restrictions on sellers
186 and private financiers. Contract provisions on financing and financing documents, unless exempt, should be prepared by a licensed
187 Colorado attorney or licensed mortgage loan originator. Brokers should not prepare or advise the parties on the specifics of financing,
188 including whether or not a party is exempt from the law.

189 4.7.1. **Seller Financing.** If Buyer is to pay all or any portion of the Purchase Price with Seller financing, Buyer
190 Seller will deliver the proposed Seller financing documents to the other party on or before _____ days before **Seller or**
191 **Private Financing Deadline.**

192 4.7.1.1. **Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
193 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,
194 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline,**
195 if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

196 4.7.2. **Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
197 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
198 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1., on or before **Seller**
199 **or Private Financing Deadline,** if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

200 **TRANSACTION PROVISIONS**

201 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

202 5.1. **New Loan Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more new loans (New
203 Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an application verifiable
204 by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such loan or approval.

205 5.2. **New Loan Terms; New Loan Availability.**

206 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
207 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
208 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
209 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
210 satisfactory to Buyer, in Buyer's sole subjective discretion.

211 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
212 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
213 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
214 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
215 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
216 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
217 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
218 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
219 Survey).

220 **5.3. Credit Information.** If an existing loan is not to be released at Closing, this Contract is conditional (for the sole benefit
221 of Seller) upon Seller's approval of Buyer's financial ability and creditworthiness, which approval will be in Seller's sole subjective
222 discretion. Accordingly: (1) Buyer must supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information
223 and documents (including a current credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents
224 that Seller may verify Buyer's financial ability and creditworthiness; and (3) any such information and documents received by Seller
225 must be held by Seller in confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at
226 Closing is less than as set forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If
227 Seller disapproves of Buyer's financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to
228 Terminate under § 24.1., on or before **Disapproval of Buyer's Credit Information Deadline**.

229 **5.4. Existing Loan Review.** If an existing loan is not to be released at Closing, Seller must deliver copies of the loan
230 documents (including note, deed of trust and any modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer,
231 this Contract is conditional upon Buyer's review and approval of the provisions of such loan documents. Buyer has the Right to
232 Terminate under § 24.1., on or before **Existing Loan Termination Deadline**, based on any unsatisfactory provision of such loan
233 documents, in Buyer's sole subjective discretion. If the lender's approval of a transfer of the Property is required, this Contract is
234 conditional upon Buyer obtaining such approval without change in the terms of such loan, except as set forth in § 4.6. If lender's
235 approval is not obtained by **Loan Transfer Approval Deadline**, this Contract will terminate on such deadline. Seller has the Right
236 to Terminate under § 24.1., on or before Closing, in Seller's sole subjective discretion, if Seller is to be released from liability under
237 such existing loan and Buyer does not obtain such compliance as set forth in § 4.6.

238 **6. APPRAISAL PROVISIONS.**

239 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
240 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
241 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
242 valued at the Appraised Value.

243 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
244 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

245 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
246 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
247 **Objection Deadline**:

248 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
249 or

250 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
251 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

252 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
253 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
254 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
255 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

256 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
257 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
258 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
259 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
260 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
261 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

262 6.4. **Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by Buyer
263 Seller. The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
264 agent or all three.

265 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest
266 Communities and subject to one or more declarations (Association).

267 7.1. **Common Interest Community Disclosure.** THE PROPERTY IS LOCATED WITHIN A COMMON
268 INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF
269 THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE
270 COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE
271 ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL
272 OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS
273 OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD
274 PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS
275 AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING
276 CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A
277 COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF
278 PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL
279 OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE
280 DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE
281 ASSOCIATION.

282 7.2. **Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
283 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
284 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
285 of the Association Documents, regardless of who provides such documents.

286 7.3. **Association Documents.** Association documents (Association Documents) consist of the following:
287 7.3.1. All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
288 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
289 C.R.S.;

290 7.3.2. Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
291 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
292 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
293 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

294 7.3.3. List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
295 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
296 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
297 (Association Insurance Documents);

298 7.3.4. A list by unit type of the Association's assessments, including both regular and special assessments as
299 disclosed in the Association's last Annual Disclosure;

300 7.3.5. The Association's most recent financial documents which consist of: (1) the Association's operating budget
301 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
302 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
303 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
304 Association's community association manager or Association will charge in connection with the Closing including, but not limited
305 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
306 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
307 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and
308 7.3.5., collectively, Financial Documents);

309 7.3.6. Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
310 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
311 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.
312 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
313 elements or limited common elements of the Association property.

314 7.4. **Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
315 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in
316 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
317 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to
318 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
319 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after Closing

320 ~~Date, Buyer's Notice to Terminate~~ must be received by Seller on or before Closing. If Seller does **not** receive Buyer's Notice to
 321 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right
 322 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve). —

323 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

324 **8.1. Evidence of Record Title.**

325 **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
 326 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
 327 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
 328 or if this box is checked, an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued
 329 and delivered to Buyer as soon as practicable at or after Closing.

330 **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
 331 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
 332 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
 333 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

334 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment Will Will Not contain Owner's
 335 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
 336 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
 337 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
 338 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
 339 Buyer Seller One-Half by Buyer and One-Half by Seller Other _____
 340 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
 341 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
 342 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
 343 § 8.7. (Right to Object to Title, Resolution).

344 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
 345 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
 346 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
 347 Documents).

348 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
 349 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
 350 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
 351 party or parties obligated to pay for the owner's title insurance policy.

352 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
 353 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

354 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
 355 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
 356 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
 357 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
 358 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
 359 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
 360 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
 361 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
 362 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
 363 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object
 364 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.
 365 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
 366 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
 367 Documents as satisfactory.

368 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
 369 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
 370 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
 371 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New
 372 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown
 373 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
 374 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
 375 (Record Title) and § 13 (Transfer of Title), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-Record
 376 Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has until the
 377 earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives Buyer's Notice

378 to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is governed by the
 379 provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to Terminate or Notice
 380 of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record Matters and rights, if
 381 any, of third parties not shown by public records of which Buyer has actual knowledge.

382 **8.4. Special Taxing Districts.** SPECIAL TAXING DISTRICTS MAY BE SUBJECT TO GENERAL OBLIGATION
 383 INDEBTEDNESS THAT IS PAID BY REVENUES PRODUCED FROM ANNUAL TAX LEVIES ON THE TAXABLE
 384 PROPERTY WITHIN SUCH DISTRICTS. PROPERTY OWNERS IN SUCH DISTRICTS MAY BE PLACED AT RISK
 385 FOR INCREASED MILL LEVIES AND TAX TO SUPPORT THE SERVICING OF SUCH DEBT WHERE
 386 CIRCUMSTANCES ARISE RESULTING IN THE INABILITY OF SUCH A DISTRICT TO DISCHARGE SUCH
 387 INDEBTEDNESS WITHOUT SUCH AN INCREASE IN MILL LEVIES. BUYERS SHOULD INVESTIGATE THE
 388 SPECIAL TAXING DISTRICTS IN WHICH THE PROPERTY IS LOCATED BY CONTACTING THE COUNTY
 389 TREASURER, BY REVIEWING THE CERTIFICATE OF TAXES DUE FOR THE PROPERTY AND BY OBTAINING
 390 FURTHER INFORMATION FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND
 391 RECORDER, OR THE COUNTY ASSESSOR.

392 **8.5. Tax Certificate.** A tax certificate paid for by Seller Buyer, for the Property listing any special taxing districts
 393 that affect the Property (Tax Certificate) must be delivered to Buyer on or before **Record Title Deadline**. If the Property is located
 394 within a special taxing district and such inclusion is unsatisfactory to Buyer, in Buyer's sole subjective discretion, Buyer may
 395 terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate after **Record Title Deadline**,
 396 Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate received by Seller on or before
 397 ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or if Buyer's Notice to Terminate
 398 would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate must be received by Seller on
 399 or before **Closing**. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer accepts the provisions of the Tax
 400 Certificate and the inclusion of the Property in a special taxing district, if applicable, as satisfactory and Buyer waives any Right to
 401 Terminate under this provision. If Buyer's loan specified in § 4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax
 402 Certificate, the Tax Certificate will be paid for by Seller.

403 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first
 404 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a
 405 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
 406 such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase
 407 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
 408 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred
 409 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in
 410 writing, details of any Third Party Right to Purchase the Property on or before the **Record Title Deadline**.

411 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
 412 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Special Taxing
 413 District) and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or
 414 before the applicable deadline, Buyer has the following options:

415 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
 416 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
 417 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
 418 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
 419 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the **Record Title**
 420 **Deadline** or the **Off-Record Title Deadline**, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the
 421 **Title Resolution Deadline** also will be automatically extended to the earlier of **Closing** or fifteen days after Buyer's receipt of the
 422 applicable documents; or

423 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
 424 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

425 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
 426 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
 427 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
 428 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
 429 laws and governmental regulations concerning land use, development and environmental matters.

430 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE.** THE SURFACE ESTATE OF THE
 431 PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF
 432 THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER
 433 RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL
 434 ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM
 435 RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,
 436 GAS OR WATER.

437 8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO
438 ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A
439 MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND
440 RECORDER.

441 8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT
442 TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION
443 OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING
444 OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.

445 8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL
446 INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING
447 DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL
448 AND GAS CONSERVATION COMMISSION.

449 8.8.5. Title Insurance Exclusions. Matters set forth in this Section and others, may be excepted, excluded from, or
450 not covered by the owner's title insurance policy.

451 8.9. Mineral Rights Review. Buyer Does Does Not have a Right to Terminate if examination of the Mineral
452 Rights is unsatisfactory to Buyer on or before the Mineral Rights Examination Deadline.

453 9. NEW ILC, NEW SURVEY.

454 9.1. New ILC or New Survey. If the box is checked, (1) New Improvement Location Certificate (New ILC); or, (2)
455 New Survey in the form of _____; is required and the following will apply:

456 9.1.1. Ordering of New ILC or New Survey. Seller Buyer will order the New ILC or New Survey. The
457 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
458 after the date of this Contract.

459 9.1.2. Payment for New ILC or New Survey. The cost of the New ILC or New Survey will be paid, on or before
460 Closing, by: Seller Buyer or:
461
462

463 9.1.3. Delivery of New ILC or New Survey. Buyer, Seller, the issuer of the Title Commitment (or the provider of
464 the opinion of title if an Abstract of Title) and _____ will receive a New ILC or New Survey on or before New
465 ILC or New Survey Deadline.

466 9.1.4. Certification of New ILC or New Survey. The New ILC or New Survey will be certified by the surveyor to
467 all those who are to receive the New ILC or New Survey.

468 9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection. Buyer may select a New ILC or New
469 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the New ILC or New
470 Survey Objection Deadline. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
471 Seller incurring any cost for the same.

472 9.3. New ILC or New Survey Objection. Buyer has the right to review and object based on the New ILC or New Survey.
473 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
474 Buyer may, on or before New ILC or New Survey Objection Deadline, notwithstanding § 8.5. or § 13:

475 9.3.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

476 9.3.2. New ILC or New Survey Objection. Deliver to Seller a written description of any matter that was to be
477 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

478 9.3.3. New ILC or New Survey Resolution. If a New ILC or New Survey Objection is received by Seller, on or
479 before New ILC or New Survey Objection Deadline and if Buyer and Seller have not agreed in writing to a settlement thereof on
480 or before New ILC or New Survey Resolution Deadline, this Contract will terminate on expiration of the New ILC or New Survey
481 Resolution Deadline, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
482 termination (i.e., on or before expiration of New ILC or New Survey Resolution Deadline).

483 **DISCLOSURE, INSPECTION AND DUE DILIGENCE**

484 10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF
485 WATER.

486 10.1. Seller's Property Disclosure. On or before Seller's Property Disclosure Deadline, Seller agrees to deliver to Buyer
487 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
488 to Seller's actual knowledge and current as of the date of this Contract.

489 10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition. Seller must disclose to Buyer
490 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
491 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely

492 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
493 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
494 Seller is conveying the Property to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

495 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
496 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If
497 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the
498 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased
499 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,
500 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or
501 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's
502 sole subjective discretion, Buyer may:

503 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing
504 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver
505 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller
506 pursuant to § 10.3.2.; or

507 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
508 description of any unsatisfactory condition that Buyer requires Seller to correct.

509 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
510 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
511 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
512 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision
513 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
514 executing an Earnest Money Release.

515 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
516 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
517 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
518 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
519 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
520 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
521 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
522 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed
523 pursuant to an Inspection Resolution.

524 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**
525 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance
526 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

527 **10.6. Due Diligence.**
528 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
529 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**
530 **Deadline**:

531 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy
532 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing
533 are as follows (Leases):
534
535

536 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.4., Leased Items) will be
537 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to
538 Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer Will Will Not assume the Seller's obligations
539 under such leases for the Leased Items (§ 2.5.4., Leased Items).
540

541 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered
542 pursuant to § 2.5.2. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other
543 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**. Buyer Will Will
544 Not assume the debt on the Encumbered Inclusions (§ 2.5.2., Encumbered Inclusions).
545

546 **10.6.1.4. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies
547 of the following:

- 548 **10.6.1.4.1.** All contracts relating to the operation, maintenance and management of the
549 Property;
- 550 **10.6.1.4.2.** Property tax bills for the last _____ years;

- 551 10.6.1.4.3. As-built construction plans to the Property and the tenant improvements, including
- 552 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
- 553 extent now available;
- 554 10.6.1.4.4. A list of all Inclusions to be conveyed to Buyer;
- 555 10.6.1.4.5. Operating statements for the past _____ years;
- 556 10.6.1.4.6. A rent roll accurate and correct to the date of this Contract;
- 557 10.6.1.4.7. A schedule of any tenant improvement work Seller is obligated to complete but
- 558 has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;
- 559 10.6.1.4.8. All insurance policies pertaining to the Property and copies of any claims which
- 560 have been made for the past ____ years;
- 561 10.6.1.4.9. Soils reports, surveys and engineering reports or data pertaining to the Property (if
- 562 not delivered earlier under § 8.3.);
- 563 10.6.1.4.10. Any and all existing documentation and reports regarding Phase I and II
- 564 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
- 565 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
- 566 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
- 567 Seller;
- 568 10.6.1.4.11. Any Americans with Disabilities Act reports, studies or surveys concerning the
- 569 compliance of the Property with said Act;
- 570 10.6.1.4.12. All permits, licenses and other building or use authorizations issued by any
- 571 governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use
- 572 authorizations, if any; and
- 573 10.6.1.4.13. Other:
- 574
- 575
- 576
- 577
- 578
- 579

580 **10.6.2. Due Diligence Documents Review and Objection.** Buyer has the right to review and object based on the Due
 581 Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective
 582 discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

583 **10.6.2.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
 584 or

585 **10.6.2.2. Due Diligence Documents Objection.** Deliver to Seller a written description of any
 586 unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

587 **10.6.2.3. Due Diligence Documents Resolution.** If a Due Diligence Documents Objection is received by
 588 Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement
 589 thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents**
 590 **Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such
 591 termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

592 **10.6.3. Zoning.** Buyer has the Right to Terminate under § 24.1., on or before **Due Diligence Documents Objection**
 593 **Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over
 594 the Property, in Buyer's sole subjective discretion.

595 **10.6.4. Due Diligence – Environmental, ADA.** Buyer has the right to obtain environmental inspections of the
 596 Property including Phase I and Phase II Environmental Site Assessments, as applicable. Seller Buyer will order or provide
 597 **Phase I Environmental Site Assessment, Phase II Environmental Site Assessment** (compliant with most current version of the
 598 applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or _____,
 599 at the expense of Seller Buyer (Environmental Inspection). In addition, Buyer, at Buyer's expense, may also conduct an
 600 evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and
 601 evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's
 602 tenants' business uses of the Property, if any.

603 If Buyer's Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental**
 604 **Inspection Termination Deadline** will be extended by _____ days (Extended Environmental Inspection
 605 **Objection Deadline**) and if such Extended Environmental Inspection **Objection Deadline** extends beyond the **Closing Date**, the
 606 **Closing Date** will be extended a like period of time. In such event, Seller Buyer must pay the cost for such Phase II
 607 **Environmental Site Assessment**.

608 ~~Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the~~
 609 ~~Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended~~

610 Environmental Inspection Objection Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole
611 subjective discretion.

612 Buyer has the Right to Terminate under § 24.1., on or before ADA Evaluation Termination Deadline, based on any
613 unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

614 **10.7. Conditional Upon Sale of Property.** This Contract is conditional upon the sale and closing of that certain property
615 owned by Buyer and commonly known as _____ . Buyer has
616 the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before Conditional Sale
617 Deadline if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not
618 receive Buyer's Notice to Terminate on or before Conditional Sale Deadline, Buyer waives any Right to Terminate under this
619 provision.

620 **10.8. Source of Potable Water (Residential Land and Residential Improvements Only).** Buyer Does Does Not
621 acknowledge receipt of a copy of Seller's Property Disclosure or Source of Water Addendum disclosing the source of potable water for
622 the Property. There is No Well. Buyer Does Does Not acknowledge receipt of a copy of the current well permit.
623 Note to Buyer: SOME WATER PROVIDERS RELY, TO VARYING DEGREES, ON NONRENEWABLE GROUND
624 WATER. YOU MAY WISH TO CONTACT YOUR PROVIDER (OR INVESTIGATE THE DESCRIBED SOURCE) TO
625 DETERMINE THE LONG-TERM SUFFICIENCY OF THE PROVIDER'S WATER SUPPLIES.

626 **10.9. Existing Leases; Modification of Existing Leases; New Leases.** Seller states that none of the Leases to be assigned
627 to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease
628 or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into
629 any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld
630 or delayed.

631 **10.10. Lead-Based Paint.** [Intentionally Deleted - See Residential Addendum if applicable]

632 **10.11. Carbon Monoxide Alarms.** [Intentionally Deleted - See Residential Addendum if applicable]

633 **10.12. Methamphetamine Disclosure.** [Intentionally Deleted - See Residential Addendum if applicable]

634 **11. TENANT ESTOPPEL STATEMENTS.**

635 **11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must
636 request from all tenants of the Property and if received by Seller, deliver to Buyer on or before Estoppel Statements Deadline,
637 statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement)
638 attached to a copy of the Lease stating:

639 **11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;

640 **11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or
641 amendments;

642 **11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;

643 **11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;

644 **11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and

645 **11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease
646 demising the premises it describes.

647 **11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed
648 Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents
649 required § 11.1. above and deliver the same to Buyer on or before Estoppel Statements Deadline.

650 **11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before Estoppel
651 Statements Termination Deadline, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if
652 Seller fails to deliver the Estoppel Statements on or before Estoppel Statements Deadline. Buyer also has the unilateral right to
653 waive any unsatisfactory Estoppel Statement.

654 **CLOSING PROVISIONS**

655 **12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.**

656 **12.1. Closing Documents and Closing Information.** Seller and Buyer will cooperate with the Closing Company to enable
657 the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is
658 obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a
659 timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any
660 additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and
661 Seller will sign and complete all customary or reasonably required documents at or before Closing.

662 **12.2. Closing Instructions.** Colorado Real Estate Commission's Closing Instructions Are Are Not executed with
663 this Contract.

664 12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as
665 the Closing Date or by mutual agreement at an earlier date. At Closing, Seller agrees to deliver a set of keys for the Property to
666 Buyer. The hour and place of Closing will be as designated by _____.

667 12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between
668 different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

669 ~~12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer
670 must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such
671 leases for the Leased Items accepted by Buyer pursuant to § 2.5.4. (Leased Items).~~

672 13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender
673 of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing:
674 special warranty deed general warranty deed bargain and sale deed quit claim deed personal representative's deed
675 _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and
676 sufficient special warranty deed to Buyer, at Closing.

677 Unless otherwise specified in § 29 (Additional Provisions), if title will be conveyed using a special warranty deed or a general
678 warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

679 14. PAYMENT OF LIENS AND ENCUMBRANCES. Unless agreed to by Buyer in writing, any amounts owed on any liens
680 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special
681 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid
682 at or before Closing by Seller from the proceeds of this transaction or from any other source.

683 15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND
684 WITHHOLDING.

685 15.1. Closing Costs. Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
686 to be paid at Closing, except as otherwise provided herein.

687 15.2. Closing Services Fee. The fee for real estate closing services must be paid at Closing by Buyer Seller
688 One-Half by Buyer and One-Half by Seller Other _____

689 15.3. Association Fees and Required Disbursements. At least fourteen days prior to Closing Date, Seller agrees to
690 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
691 associated with or specified in the Status Letter will be paid as follows:

692 15.3.1. Status Letter Fee. Any fee incident to the issuance of Association's Status Letter must be paid by Buyer
693 Seller One-Half by Buyer and One-Half by Seller N/A.

694 15.3.2. Record Change Fee. Any Record Change Fee must be paid by Buyer Seller One-Half by Buyer
695 and One-Half by Seller N/A.

696 15.3.3. Assessments, Reserves or Working Capital. All assessments required to be paid in advance (other than
697 Association Assessments as defined in § 16.2. (Association Assessments), reserves or working capital due at Closing must be paid
698 by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

699 15.3.4. Other Fees. Any other fee listed in the Status Letter as required to be paid at Closing will be paid by
700 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

701 15.4. Local Transfer Tax. Any Local Transfer Tax must be paid at Closing by Buyer Seller One-Half by
702 Buyer and One-Half by Seller N/A.

703 15.5. Sales and Use Tax. Any sales and use tax that may accrue because of this transaction must be paid when due by
704 Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

705 15.6. Private Transfer Fee. Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
706 such as community association fees, developer fees and foundation fees, must be paid at Closing by Buyer Seller
707 One-Half by Buyer and One-Half by Seller N/A.

708 15.7. Water Transfer Fees. Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
709 \$ _____ for:

710 Water Stock/Certificates Water District
711 Augmentation Membership Small Domestic Water Company _____
712 and must be paid at Closing by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

713 15.8. Utility Transfer Fees. Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
714 paid by Buyer Seller One-Half by Buyer and One-Half by Seller N/A.

715 15.9. FIRPTA and Colorado Withholding.

716 15.9.1. FIRPTA. The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
717 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
718 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller IS a foreign
719 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign

720 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
721 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
722 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
723 if an exemption exists.

724 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
725 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
726 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
727 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
728 tax advisor to determine if withholding applies or if an exemption exists.

729 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

730 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

731 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
732 for the year of Closing, based on **Taxes for the Calendar Year Immediately Preceding Closing** **Most Recent Mill Levy**
733 **and Most Recent Assessed Valuation**, **Other**

734 **16.1.2. Rents.** Rents based on **Rents Actually Received** **Accrued.** At Closing, Seller will transfer or credit
735 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in
736 writing of such transfer and of the transferee's name and address.

737 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and _____.

738 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

739 ~~**16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
740 advance will be credited to Seller at Closing. Cash reserves held out of the regular Association Assessments for deferred maintenance
741 by the Association will not be credited to Seller except as may be otherwise provided by the Governing Documents. Buyer
742 acknowledges that Buyer may be obligated to pay the Association, at Closing, an amount for reserves or working capital. Any special
743 assessment assessed prior to **Closing Date** by the Association will be the obligation of **Buyer** **Seller.** Except however, any
744 special assessment by the Association for improvements that have been installed as of the date of Buyer's signature hereon, whether
745 assessed prior to or after **Closing**, will be the obligation of Seller unless otherwise specified in Additional Provisions. Seller represents
746 there are no unpaid regular or special assessments against the Property except the current regular assessments and
747 _____ Association Assessments are subject to change as provided in the Governing Documents.~~

748 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,
749 subject to the Leases as set forth in § 10.6.1.1.

750 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
751 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ _____ per day (or any part of a day
752 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered.

753 **GENERAL PROVISIONS**

754 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
755 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property, Inclusions or both will be delivered in the
756 condition existing as of the date of this Contract, ordinary wear and tear excepted.

757 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
758 prior to Closing (**Property Damage**) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
759 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
760 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
761 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
762 to carry out this Contract despite such **Property Damage**, Buyer is entitled to a credit at Closing for all insurance proceeds that were
763 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
764 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
765 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
766 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
767 insurance company and Buyer's lender, or (2) the parties may enter into a written agreement prepared by the parties or their attorney
768 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
769 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

770 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
771 system, component or fixture of the Property (*collectively Service*) (e.g., heating or plumbing), fail or be damaged between the date
772 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
773 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or

774 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
 775 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
 776 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
 777 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
 778 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
 779 Closing.

780 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
 781 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
 782 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's
 783 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
 784 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
 785 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

786 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
 787 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.

788 **18.5. Home Warranty. [Intentionally Deleted]**

789 **18.6. Risk of Loss – Growing Crops.** The risk of loss for damage to growing crops by fire or other casualty will be borne
 790 by the party entitled to the growing crops as provided in § 2.8. and such party is entitled to such insurance proceeds or benefits for
 791 the growing crops.

792 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
 793 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination
 794 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal
 795 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded
 796 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be
 797 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must
 798 be complied with.

799
 800 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
 801 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
 802 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
 803 has the following remedies:

804 **20.1. If Buyer is in Default:**

805 **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
 806 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the
 807 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
 808 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

809 **20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may
 810 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
 811 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is
 812 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to
 813 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

814 **20.2. If Seller is in Default:**

815 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
 816 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
 817 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
 818 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
 819 or damages, or both.

820 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
 821 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
 822 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
 823 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
 824 Contract are reserved and survive Closing.

825 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
 826 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
 827 reasonable costs and expenses, including attorney fees, legal fees and expenses.

828 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
 829 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps

830 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
 831 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
 832 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
 833 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
 834 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
 835 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
 836 Section will not alter any date in this Contract, unless otherwise agreed.

837 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
 838 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
 839 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
 840 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
 841 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
 842 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
 843 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
 844 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
 845 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
 846 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
 847 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

848 **24. TERMINATION.**

849 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the
 850 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
 851 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
 852 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
 853 and waives the Right to Terminate under such provision.

854 **24.2. Effect of Termination.** In the event this Contract is terminated, and all Earnest Money received hereunder is timely
 855 returned to Buyer, the parties are relieved of all obligations hereunder, subject to §§ 10.4. and 21.

856 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
 857 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
 858 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
 859 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
 860 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
 861 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

862 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

863 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
 864 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
 865 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
 866 must be received by the party, not Broker or Brokerage Firm).

867 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
 868 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
 869 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
 870 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or _____.

871 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
 872 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
 873 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

874 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
 875 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
 876 located in Colorado.

877 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
 878 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before
 879 **Acceptance Deadline Date and Acceptance Deadline Time.** If accepted, this document will become a contract between Seller and

880 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
881 copies taken together are deemed to be a full and complete contract between the parties.

882 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
883 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
884 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability Due**
885 **Diligence and Source of Water.**

886 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

887 **29. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
888 Commission.)

889 This Contract to Buy and Sell Real Estate (Land) is conditioned on Huerfano County approving the subdivision or
890 movement of lot lines on each Party's real property as required by local or state law to allow this transaction.
891 Huerfano County's denial of or failure to approve the necessary subdivisions or lot line moves shall terminate this
892 Contract to Buy and Sell Real Estate (Land) and shall not constitute a default by either Party.
893

894 Closing shall occur within 30 days of the last date on which Huerfano County approves the subdivisions or
895 movement of lot lines on each Party's real property. Closing time, date, and location shall be by mutual agreement
896 of the Parties.
897

898 *Sam Faris is a licensed Real Estate Agent*
899

900 **30. OTHER DOCUMENTS.**

901 **30.1. Documents Part of Contract.** The following documents are a part of this Contract:
902 Exhibit A and Exhibit B
903

904
905 **30.2. Documents Not Part of Contract.** The following documents have been provided but are not a part of this Contract:
906
907
908

909 **SIGNATURES**

910 Buyer's Name: SNOWY RIVER RANCHES, LLC

Buyer's Name: _____

[Signature] *MSMR*
9-4-22
Buyer's Signature Date

Buyer's Signature Date

Address: _____

Address: _____

Phone No.: 303-229-7076

Phone No.: _____

Fax No.: _____

Fax No.: _____

Email Address: snowy.ranches@gmail.com

Email Address: _____

911 **[NOTE: If this offer is being countered or rejected, do not sign this document.]**

Seller's Name: CITY OF WALSENBURG, COLORADO

Seller's Name: _____

[Signature] *10-4-22*
Seller's Signature Date

Seller's Signature Date

Address: 525 S. Albert Avenue
Walsenburg, CO 81089
Phone No.: 719-695-1031
Fax No.: 719-738-1875
Email Address: cityclerk@walsenburg.org

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

912

913

END OF CONTRACT TO BUY AND SELL REAL ESTATE

BROKER'S ACKNOWLEDGMENTS AND COMPENSATION DISCLOSURE.

A. Broker Working With Buyer

Broker Does Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Buyer as a Buyer's Agent Transaction-Broker in this transaction.

Customer. Broker has no brokerage relationship with Buyer. See § B for Broker's brokerage relationship with Seller.

Brokerage Firm's compensation or commission is to be paid by Listing Brokerage Firm Buyer Other _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature Date

Address: _____
Phone No.: _____
Fax No.: _____
Email Address: _____

B. Broker Working with Seller

Broker Does Does Not acknowledge receipt of Earnest Money deposit. Broker agrees that if Brokerage Firm is the Earnest Money Holder and, except as provided in § 23, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder will release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money will be made within five days of Earnest Money Holder's receipt of the executed written mutual instructions, provided the Earnest Money check has cleared.

Broker is working with Seller as a Seller's Agent Transaction-Broker in this transaction.

Customer. Broker has no brokerage relationship with Seller. See § A for Broker's brokerage relationship with Buyer.

Brokerage Firm's compensation or commission is to be paid by Seller Buyer Other _____.

This Broker's Acknowledgements and Compensation Disclosure is for disclosure purposes only and does NOT create any claim for compensation. Any compensation agreement between the brokerage firms must be entered into separately and apart from this provision.

Brokerage Firm's Name: _____
Brokerage Firm's License #: _____
Broker's Name: _____
Broker's License #: _____

Broker's Signature Date

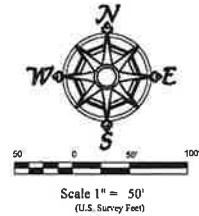
Address: _____

Phone No.: _____
Fax No.: _____
Email Address: _____

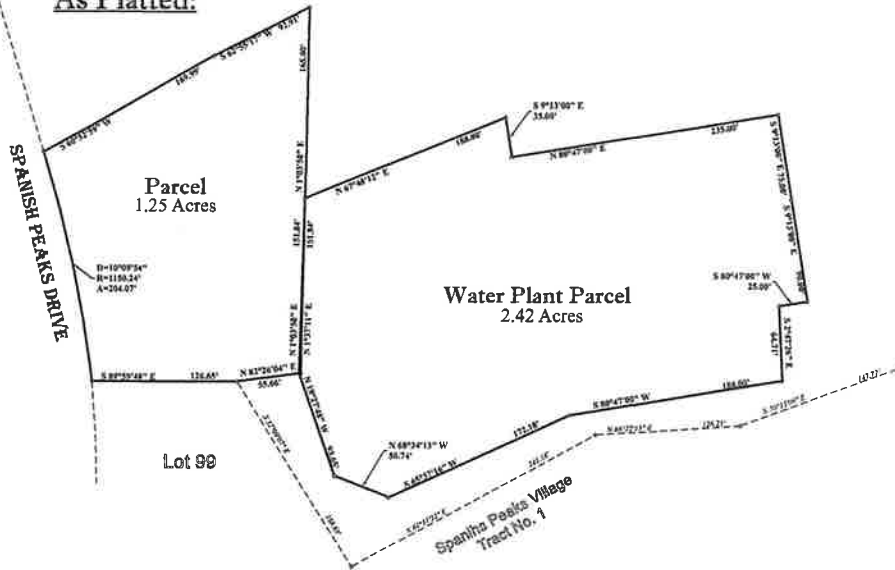
914

MAP AMENDMENT PLAT

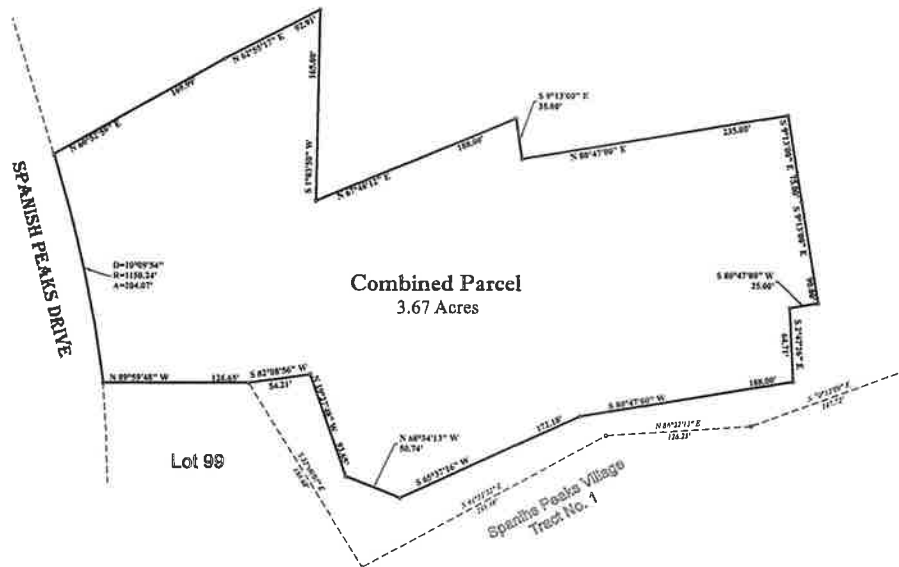
FOR SNOWY RIVER RANCHES, LLC
 A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 23
 TOWNSHIP 28 SOUTH, RANGE 67 WEST OF THE 6TH P.M.,
 COUNTY OF HUERFANO, STATE OF COLORADO



As Platted:



As Vacated:



Legal Description:

A parcel of land located to the SE 1/4 of the NE 1/4 of the SE 1/4 of Section 23, Township 28 South, Range 67 West of the 6th P.M., County of Huerfano, State of Colorado, being more particularly described as follows: Beginning at the Northwest Corner of Lot 99, Spanish Peaks Village Tract No. 1; Thence on the arc of a curve to the left, through a central angle of 109° 09' 24", having a radius of 1150.24 feet, and an arc length of 204.03 feet; Thence N 60° 32' 39" E, a distance of 161.99 feet; Thence N 62° 55' 17" E, a distance of 12.91 feet; Thence S 1° 07' 50" W, a distance of 165.00 feet; Thence N 67° 48' 12" E, a distance of 189.00 feet; Thence S 9° 17' 00" E, a distance of 35.00 feet; Thence N 80° 47' 00" E, a distance of 235.00 feet; Thence S 8° 13' 00" E, a distance of 73.00 feet; Thence S 9° 13' 00" E, a distance of 90.00 feet; Thence S 80° 47' 00" W, a distance of 25.00 feet; Thence S 2° 47' 28" E, a distance of 64.73 feet; Thence S 80° 47' 00" W, a distance of 189.00 feet; Thence S 65° 17' 00" W, a distance of 172.18 feet; Thence N 60° 14' 13" W, a distance of 39.74 feet; Thence N 19° 27' 48" W, a distance of 93.65 feet; Thence S 82° 08' 38" W, a distance of 24.21 feet; Thence along the North line of Lot 99, Spanish Peaks Village, Tract No. 1 N 89° 59' 48" W, a distance of 126.65 feet to the Point of Beginning. Containing 3.67 Acres more or less.

SURVEYORS CERTIFICATION: I, William K. Beckover, a Professional Land Surveyor registered in the State of Colorado, hereby certify as Snowy Mountain Ranches, LLC, that this Map Amendment is not based upon an actual field survey conducted by me or under my responsible charge, but is prepared using information shown on the Survey 279 and 777777777 of the records of the Huerfano County Clerk and Recorder. This property within this Map Amendment may or may not be presently monumented and if it is monumented I have not confirmed that the property plus are accurately located.

Preliminary

By: William K. Beckover, P.L.S. 33103 Date: _____
 WKS Land Surveying, LLC
 Colorado City, Colorado

This is to Certify that this Map Amendment Plat, is hereby approved this _____ day of _____, 2022, by the Board of County Commissioners, County of Huerfano, State of Colorado.

By: _____ Date: _____
 Chairperson of the Board

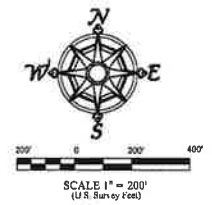
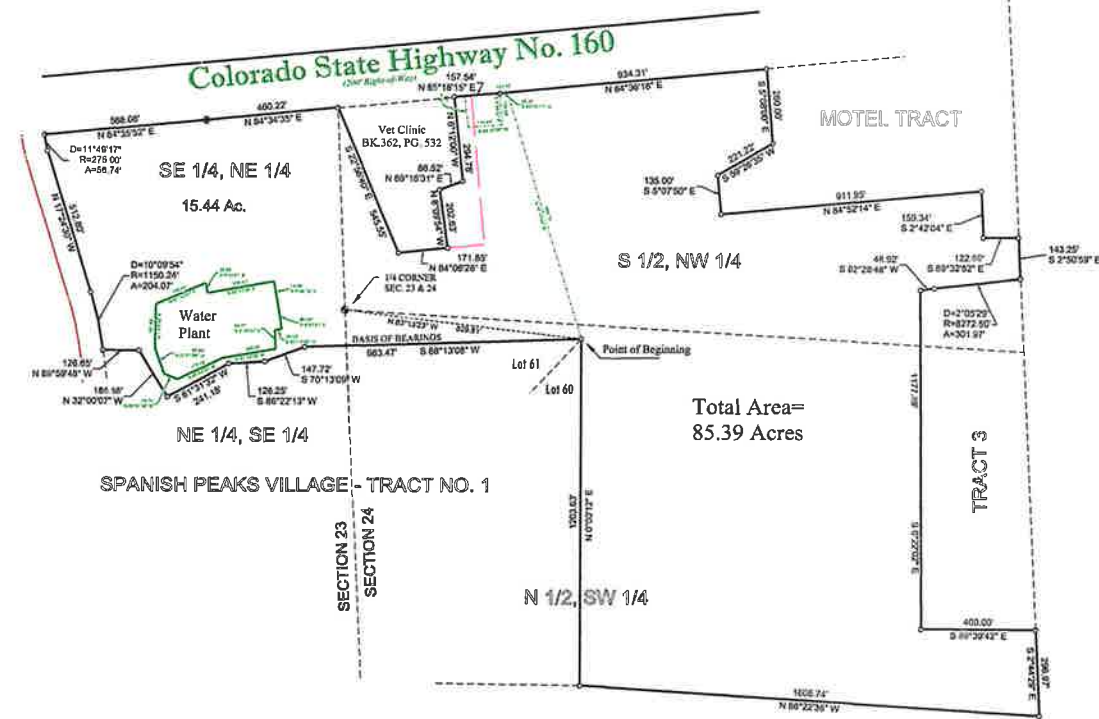
By: _____ Date: _____
 Attn: Clerk of the Board

BH LAND SURVEYING
 P.O. Box 20396, Colorado City, CO 81019
 Phone: 719-678-2072
 Email: bh@bhlandsurvey.com

| | | |
|----------------|------------------|---------------|
| Scale 1" = 50' | Date: 3-16-2022 | Drawn by: WSB |
| Sheet: 1/1 | Job No: 2022-023 | |

LAND SURVEY PLAT

FOR
SNOWY RIVER RANCHES, LLC
 LOCATED IN A PORTION OF SECTIONS 23 AND 24, TOWNSHIP 28 SOUTH, RANGE 67 WEST, OF THE 6th P.M.
 COUNTY OF HUERFANO, STATE OF COLORADO



Total Area=
 85.39 Acres

LEGAL DESCRIPTION

A parcel of land located to the NW 1/4 and the SW 1/4 of the NW 1/4, Section 24, and the SE 1/4 of the NE 1/4 and NE 1/4 of the SE 1/4 of Section 23, all in Township 28 South, Range 67 West, of the 6th P.M. lying south of Colorado State Highway 160, in the County of Huerfano, State of Colorado, and being more particularly described as follows:

Beginning at the Northeast Corner of Spanish Peaks Village, Tract No. 1, as filed for record October 11th 1967 as Reception No. 23311, in Decker No. 1, Map 79, from which the West 1/2 Corner said Section 24 bears N 88° 13' 22" W, a distance of 821.81 feet; thence along the northerly boundary of said Spanish Peaks Village, the following line (6) courses: 1) S 81° 13' 09" W, a distance of 160.47 feet; 2) S 10° 13' 09" W, a distance of 147.72 feet; 3) S 88° 22' 13" W, a distance of 126.25 feet; 4) S 61° 31' 32" W, a distance of 241.18 feet; 5) N 82° 00' 07" W, a distance of 188.66 feet; 6) N 89° 59' 59" W, a distance of 126.65 feet to the east right-of-way line of Spanish Peaks Disturbed as shown on said plat of Spanish Peaks Village; thence continuing along said east right-of-way line, the following three (3) courses: 1) on the arc of a curve to the left, having a radius of 1130.24 feet, through a central angle of 10° 09' 54", an arc length of 204.07 feet; 2) N 11° 24' 50" W, a distance of 512.80 feet; 3) on the arc of a curve to the right, having a radius of 215.00 feet, through a central angle of 11° 49' 17", an arc length of 56.74 feet to the southerly right-of-way line of Colorado State Highway No. 160; thence continuing along said southerly right-of-way line, the following two (2) courses: 1) N 84° 35' 32" E, a distance of 368.08 feet to a standard right-of-way monument; 2) N 84° 34' 35" E, a distance of 460.23 feet to the Northeast Corner of a parcel of land recorded in Book 362 at page 532 of the Huerfano County Records; thence continuing along the west, south and east boundary line of said parcel, the following three (3) courses: 1) S 22° 56' 40" E, a distance of 543.53 feet; 2) N 84° 00' 28" E, a distance of 171.83 feet; 3) N 09° 09' 34" W, a distance of 202.63 feet; 4) N 69° 18' 11" W, a distance of 86.32 feet; 5) N 69° 12' 01" W, a distance of 204.78 feet to the southerly right-of-way line of Colorado State Highway No. 160; thence N 83° 18' 15" E, along said southerly right-of-way, a distance of 157.54 feet to an iron pin; thence N 84° 36' 18" E, a distance of 134.31 feet; thence S 83° 08' 00" E, a distance of 260.00 feet; thence S 59° 26' 35" W, a distance of 231.22 feet; thence S 05° 07' 50" E, a distance of 132.00 feet; thence N 84° 52' 14" E, a distance of 91.125 feet; thence S 02° 42' 04" E, a distance of 159.34 feet; thence S 89° 32' 32" E, a distance of 122.69 feet; thence S 02° 50' 59" E, a distance of 143.230 feet; thence on the arc of a curve to the right, through a central angle of 02° 43' 23", whose radius is 872.50 feet, an arc length of 301.97 feet; said curve having a chord bearing of 63° 48' 07" W, a distance of 301.55 feet; thence S 82° 28' 46" W, a distance of 48.53 feet; thence S 00° 22' 02" E, a distance of 1177.89 feet; thence S 89° 35' 42" E, a distance of 400.00 feet to the south-southwest corner of Section 24; thence S 02° 44' 29" E, along said north-south centerline, a distance of 236.97 feet to the South line of the N 1/2 of the SW 1/4 and Section 24; thence N 66° 22' 29" W, along said South line, a distance of 1600.74 feet to the Easterly line of Spanish Peaks Village, Tract No. 1; thence along said Spanish Peaks Village Tract No. 1, N 00° 00' 12" E, a distance of 1203.61 feet to the True Point of Beginning, containing 87.81 acres total less 2.42 acres for the Water Treatment Plant for net area of 85.39 acres.



VICINITY MAP

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

This survey does not constitute a title search by Wachob and Wachob, Inc. of the property shown and described herein to determine ownership of this tract, verify the competency of this description with that of adjacent tracts or verify correctness of record.

BASIS OF BEARINGS: S 88° 13' 08" W, along the northerly line of Spanish Peaks Village No. 1, Lot 61 through 66 marked by 1/2" iron on both ends.

I hereby certify to Snowy River Ranches, LLC, that this plat was prepared by me or under my direct responsibility, upon sworn and accurate and the parcel is monumental as shown to the best of my knowledge and belief.

By: _____ Date: _____
 Professional Land Surveyor, No. 19027
 Wachob and Wachob, Inc.
 Colorado City, Colorado

190325

COMPARED

WARRANTY DEED

THIS DEED, Made this 14TH DAY OF JANUARY in the year of our Lord one thousand nine hundred and fifty-three between Abelino Valdez and Ben Valdez of the County of Huerfano and State of Colorado, of the first part, and the City of Walsenburg, a municipal corporation organized and existing under and by virtue of the laws of the State of Colorado, of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten Dollars and Other good and Valuable considerations - - - - - to the said parties of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said party of the second part, its successors and assigns forever, all the following described lots or parcels of land, situate, lying and being in the County of Huerfano and State of Colorado, to-wit:

The South Half of the Southwest Quarter (S $\frac{1}{2}$ SW $\frac{1}{4}$) of Section Eighteen (18) and the North Half of the Northwest quarter (N $\frac{1}{2}$ NW $\frac{1}{4}$) of Section Nineteen (19), all in Township Twenty-Eight (28), South of Range Sixty-six (66), west of the Sixth (6th) Principal Meridian, except as follows, to-wit:

- (1) That certain tract of land described in that certain Warranty Deed from Abelino Valdez and Ben Valdez to Frank Valdez, dated September 4, 1946, and recorded on February 3, 1947, in Book 207 at page 543 of the Huerfano County Records.
- (2) Any and all valid grants of rights of way, licenses, easements, reservations, and exceptions of record.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, 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 said party of the second part, its successors and assigns forever. And the said parties of the first part, for themselves their heirs, executors, and administrators, do covenant, grant, bargain and agrees to and with the said party of the second part, its successors and assigns, that at the time of the ensealing and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect absolute and indefeasible estate of inheritance, in law, in fee simple, and have 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 and incumbrances of whatever kind or nature soever, (No exceptions) and the above bargained premises in the quiet and peaceable possession of the said party of the second part, its successors and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of

DS \$3.30 CANCELLED 2-9-53 ECG

ABELINO VALDEZ (SEAL)

ABELINO VALDEZ

BEN VALDEZ (SEAL)
BEN VALDEZ

STATE OF COLORADO)
) SS.
COUNTY OF HUERFANO)

The foregoing instrument was acknowledged before me this 14th day of January, 1953, by Abelino Valdez

(SEAL) WITNESS my hand and official seal.
My commission expires Jan 2, 1955

STAR CATWOOD
NOTARY PUBLIC

STATE OF COLORADO

COUNTY OF ARAPAHOE

The foregoing instrument was acknowledged before me this 21st day of January, 1953 by Ben Valdez.

WITNESS my hand and official seal

My commission expires August 28, 1955.

JESSIE E. EMY (SEAL)
NOTARY PUBLIC

FILED FOR RECORD ON THE 9TH DAY OF FEBRUARY, 1953 AT 3:30 P.M.

DAMASO VIGIL, JR., RECORDER

HELEN PANUCCI, DEPUTY

CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY

IN THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 18,
AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 19,
TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M.,
HUERFANO COUNTY, COLORADO

| | | | |
|-----------|------|----|--------|
| REVISIONS | DATE | BY | REASON |
| | | | |
| | | | |
| | | | |

OFFICE FILE
DATE FILED
FIELD CREW
CONTACT
796-95-020

AN EXEMPTION SURVEY WITHIN THE
S2SW4 OF SECTION 18, AND THE
N2NW4 OF SECTION 19, ALL IN
TOWNSHIP 28 SOUTH, RANGE 66 WEST
OF THE 6TH P.M.,
HUERFANO COUNTY, COLORADO

CITY OF WALSENBURG
525 SOUTH MARKET STREET
WALSENBURG, CO 81099

CLIENT NAME AND ADDRESS:
CITY OF WALSENBURG
525 SOUTH MARKET STREET
WALSENBURG, CO 81099

1
SURVING LLC
1001 PEBBLE
WALSENBURG, CO 81099
719-248-3600
E-MAIL: SURVING@SURVING.COM

SHEET 1 OF 1
(1 OF 2 PAGES)

LEGAL DESCRIPTION OF CITY PROPERTY
SECTION 18 AND SECTION 19, TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M., HUERFANO COUNTY, COLORADO, AS SHOWN ON THE PLAT OF THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, AND THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, BOTH AS RECORDED IN THE PUBLIC RECORDS OF HUERFANO COUNTY, COLORADO.

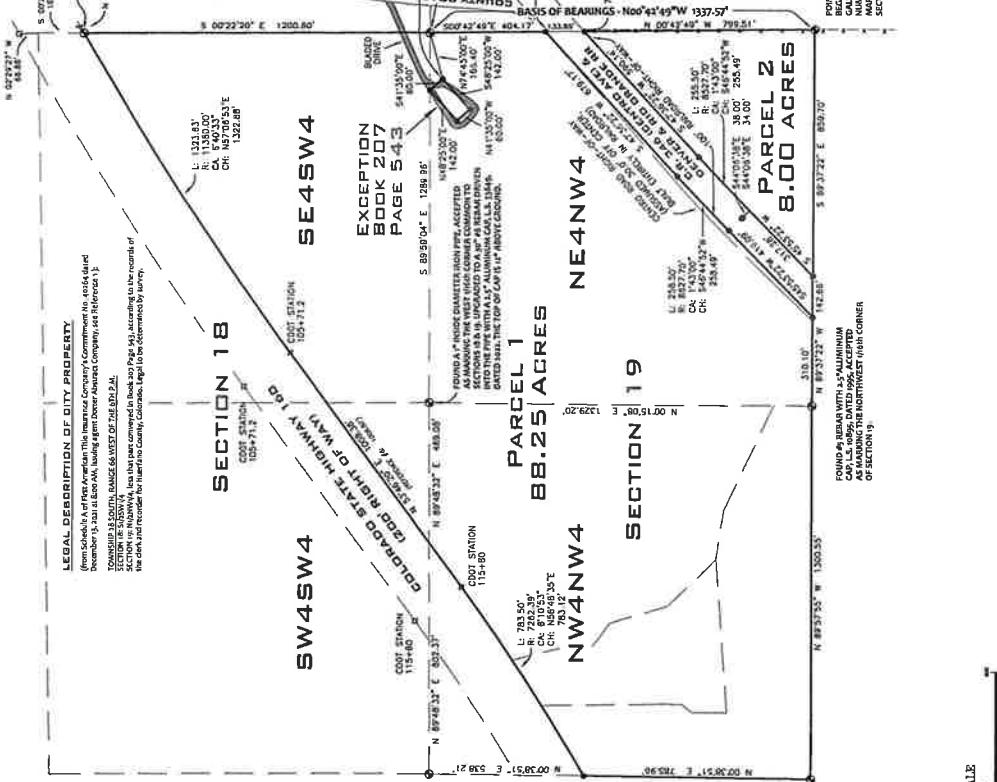
LEGAL DESCRIPTION OF PARCEL 1
SECTION 18, TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M., HUERFANO COUNTY, COLORADO, AS SHOWN ON THE PLAT OF THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, AND THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, BOTH AS RECORDED IN THE PUBLIC RECORDS OF HUERFANO COUNTY, COLORADO.

LEGAL DESCRIPTION OF PARCEL 2
SECTION 19, TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M., HUERFANO COUNTY, COLORADO, AS SHOWN ON THE PLAT OF THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, AND THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, BOTH AS RECORDED IN THE PUBLIC RECORDS OF HUERFANO COUNTY, COLORADO.

LEGAL DESCRIPTION OF PARCEL 3
SECTION 19, TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M., HUERFANO COUNTY, COLORADO, AS SHOWN ON THE PLAT OF THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, AND THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, BOTH AS RECORDED IN THE PUBLIC RECORDS OF HUERFANO COUNTY, COLORADO.

LEGAL DESCRIPTION OF PARCEL 4
SECTION 19, TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M., HUERFANO COUNTY, COLORADO, AS SHOWN ON THE PLAT OF THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, AND THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, BOTH AS RECORDED IN THE PUBLIC RECORDS OF HUERFANO COUNTY, COLORADO.

LEGAL DESCRIPTION OF PARCEL 5
SECTION 19, TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M., HUERFANO COUNTY, COLORADO, AS SHOWN ON THE PLAT OF THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, AND THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, BOTH AS RECORDED IN THE PUBLIC RECORDS OF HUERFANO COUNTY, COLORADO.



NOTICE IN REFERENCE TO ABBREVIATIONS
The abbreviations used in this survey are as defined in the International Geodetic Association (IGA) 1980 Glossary of Geodesy, 2nd Edition, and the International Union of Pure and Applied Chemistry (IUPAC) 1979 List of Elements and their Symbols, 7th Edition.

NOTICE IN REFERENCE TO LIMITATION OF LIABILITY
The surveyor's liability is limited to the accuracy of the measurements and the accuracy of the data furnished to the surveyor. The surveyor is not responsible for the accuracy of the data furnished to the surveyor.

NOTICE IN REFERENCE TO PLAT REFERENCES
The surveyor has referred to the following plats in this survey: [List of plats]

POINT OF BEGINNING PARCEL 1 AND POINT OF BEGINNING PARCEL 2
FOUND IN BEAR WITH A 3" ALUMINUM CORNER MARKER AS MARKING THE NORTHWEST CORNER OF SECTION 18.

POINT OF BEGINNING PARCEL 3 AND POINT OF BEGINNING PARCEL 4
FOUND IN BEAR WITH A 3" ALUMINUM CORNER MARKER AS MARKING THE NORTHWEST CORNER OF SECTION 19.



LEGAL DESCRIPTION OF PARCEL 1
SECTION 18, TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M., HUERFANO COUNTY, COLORADO, AS SHOWN ON THE PLAT OF THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, AND THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, BOTH AS RECORDED IN THE PUBLIC RECORDS OF HUERFANO COUNTY, COLORADO.

LEGAL DESCRIPTION OF PARCEL 2
SECTION 19, TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M., HUERFANO COUNTY, COLORADO, AS SHOWN ON THE PLAT OF THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, AND THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, BOTH AS RECORDED IN THE PUBLIC RECORDS OF HUERFANO COUNTY, COLORADO.

LEGAL DESCRIPTION OF PARCEL 3
SECTION 19, TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M., HUERFANO COUNTY, COLORADO, AS SHOWN ON THE PLAT OF THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, AND THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, BOTH AS RECORDED IN THE PUBLIC RECORDS OF HUERFANO COUNTY, COLORADO.

LEGAL DESCRIPTION OF PARCEL 4
SECTION 19, TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M., HUERFANO COUNTY, COLORADO, AS SHOWN ON THE PLAT OF THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, AND THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, BOTH AS RECORDED IN THE PUBLIC RECORDS OF HUERFANO COUNTY, COLORADO.

LEGAL DESCRIPTION OF PARCEL 5
SECTION 19, TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M., HUERFANO COUNTY, COLORADO, AS SHOWN ON THE PLAT OF THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, AND THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, BOTH AS RECORDED IN THE PUBLIC RECORDS OF HUERFANO COUNTY, COLORADO.

LEGAL DESCRIPTION OF PARCEL 6
SECTION 19, TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M., HUERFANO COUNTY, COLORADO, AS SHOWN ON THE PLAT OF THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, AND THE CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY, DATED 10/11/19, BOTH AS RECORDED IN THE PUBLIC RECORDS OF HUERFANO COUNTY, COLORADO.

Item 5a.

LAND SURVEY PLAT CITY OF WALSENBURG

THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SECTION 18, AND THE NORTH HALF OF THE NORTHWEST QUARTER OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M., LYING SOUTH OF COLORADO STATE HIGHWAY 160, HUERFANO COUNTY, COLORADO

THE PURPOSE OF THIS DOCUMENT

IS TO REPLACE/REVISE/AMEND/CORRECT AND SUPERCEDE THAT PLAT ERRONEOUSLY TITLED:

CITY OF WALSENBURG SUBDIVISION EXEMPTION SURVEY

AT RECEPTION NUMBER 425714, AT MAP NUMBER 1141, IN THE RECORDS OF HUERFANO COUNTY

| REVISIONS | NO. | BY | DATE |
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OFFICE FILE NO. CO11235-092866 C.O.W.
 CAD FILE NO. MD1235-092866 C.O.W.
 FIELD DATES 12/31/2021 - 01/13/2022
 DRAFTER ABS
 CONTACT Dustin Stambaugh
 719-695-1030

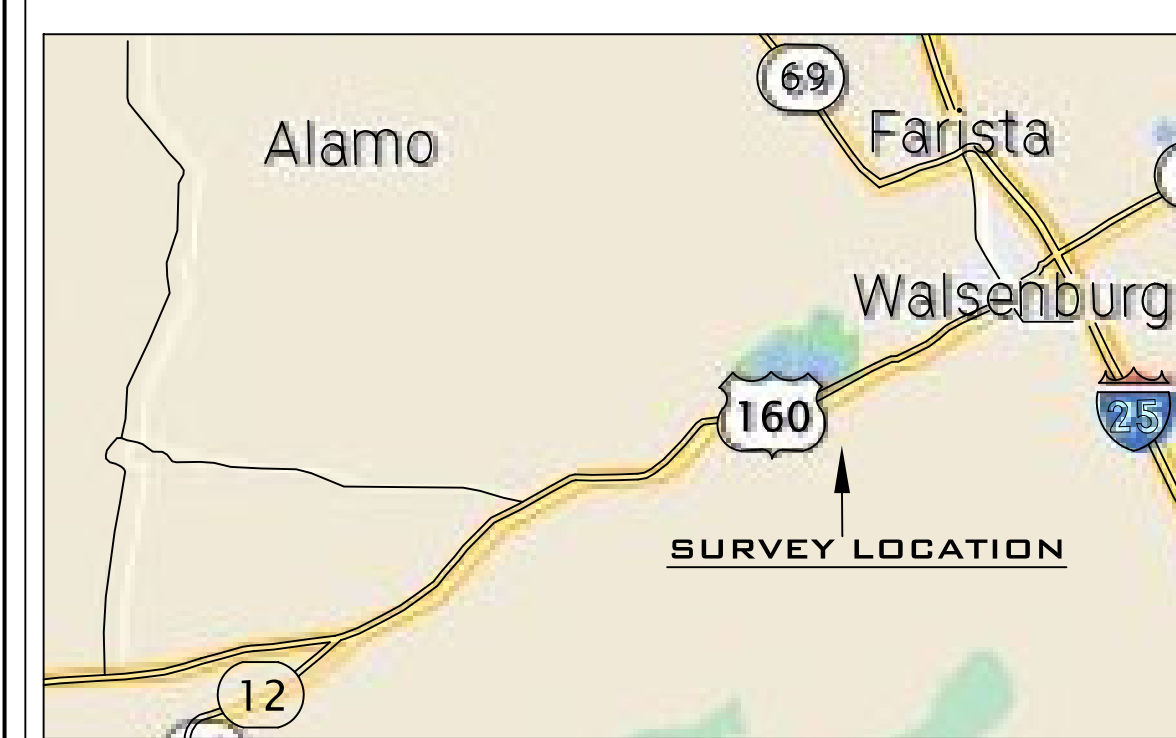
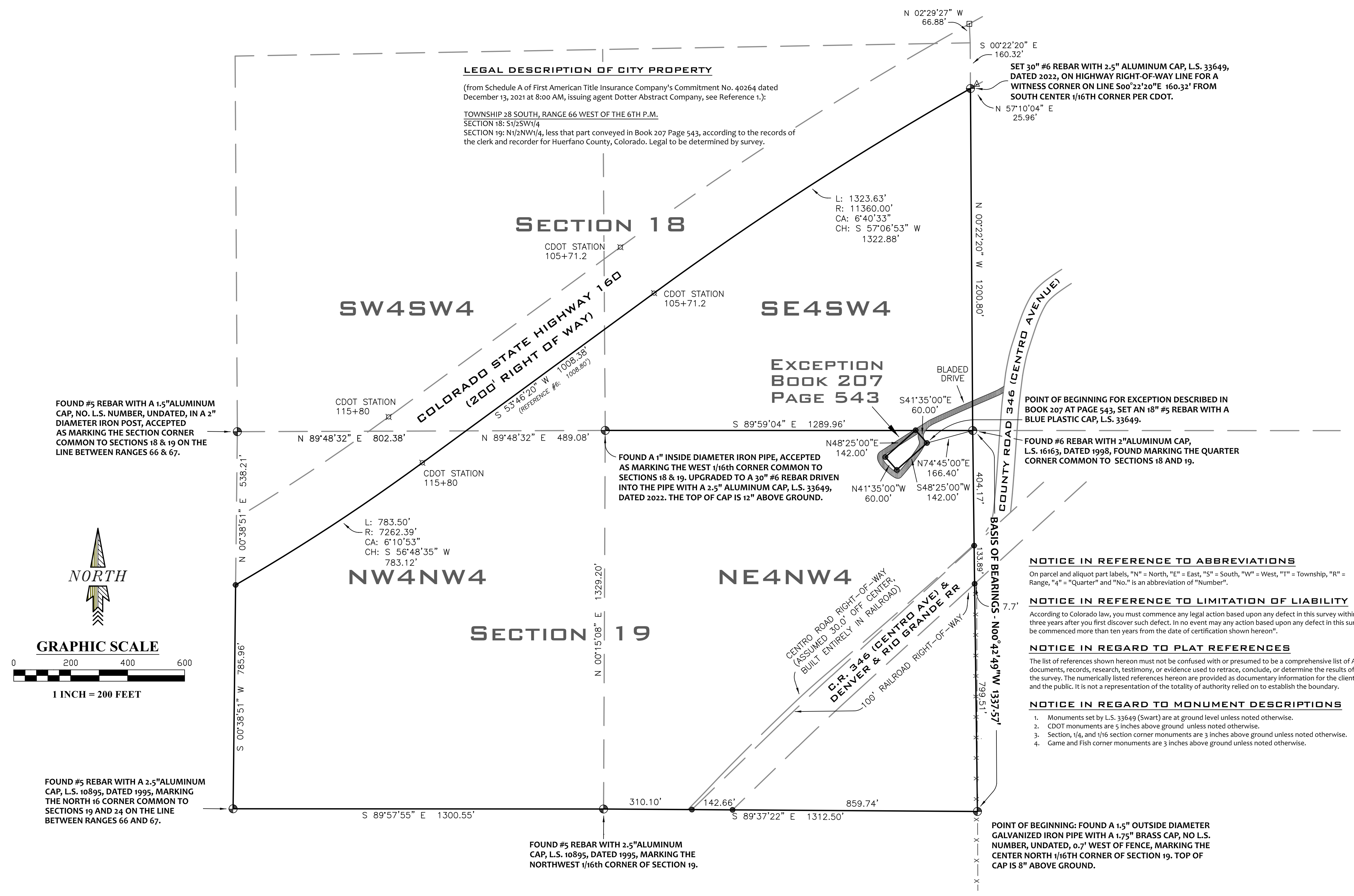
THE S2SW4 OF SECTION 18, AND THE N2 OF THE NW4 OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M., LYING SOUTH OF COLORADO STATE HIGHWAY 160, HUERFANO COUNTY, COLORADO

CLIENT NAME AND ADDRESS:
 CITY OF WALSENBURG
 525 SOUTH ALBERT STREET
 WALSENBURG, CO 81089

SURVEY PHYSICAL ADDRESS:
 TBD CENTRO AVENUE,
 WALSENBURG, CO 81089

GEOMARK SURVEYING LLC
 P.O. BOX 11001 PUEBLO,
 CO 81001
 (719) 248-3680
 GEOMARK@GEOMARKMAIL.COM
 GEOMARKSURVEYING.COM

1
SHEET 1 OF 1



LEGAL DESCRIPTION OF SURVEYED LAND:

All that portion of the S1/2SW4 of Section 18 and the N1/2NW4 of Section 19 in Township 28 South of Range 66 West lying South of the South right-of-way line of State Highway 160, less that part within County Road 346 (Centro Avenue), and less that part described in Book 207 at Page 543, according to the records of the clerk and recorder for Huerfano County, Colorado, more particularly described as follows:
 Beginning at the Southeast corner of the N1/2NW4 of Section 19, found monumented by a 1.5" outside diameter galvanized iron pipe with a 1.75" brass cap with no L.S. number, undated, top of cap 8" above ground, thence N 00°42'49" W 1337.57' to a #6 rebar with a 2" aluminum cap, L.S. 16163, dated 1998, found marking the Quarter Corner common to Sections 18 and 19, (the line between these two monuments being the basis of bearings for this description); thence N 00°22'20" W 1200.80' along the East line of the Southeast Quarter of the Southwest Quarter of Section 18 to a Witness Corner on the South right-of-way line of State Highway 160, monumented by a #6 rebar with a 2.5" aluminum cap, PLS 33649, dated 2022, (from whence the South Center 1/16 corner of Section 18 bears N 00°22'20" W 160.32'); thence along said right-of-way line on the following three courses, to wit: on a curve to the left with an arc length of 1323.63', a radius of 11360.00', a central angle of 6°40'33", the long chord of which bears S 57°06'53" W 1322.88' to a point monumented by a CDOT concrete post with a brass cap stamped 105+71.2; thence on a straight tangent S 53°46'20" W 1008.38' to a point monumented by a CDOT concrete post with a brass cap stamped 115+80; thence on a curve to the right with an arc length of 783.50', a radius of 7262.39', a central angle of 6°10'53", the long chord of which bears S 56°48'35" W 783.12' to a #6 rebar with a blue plastic cap, PLS 33649, on the West line of the Northwest Quarter of the Northwest Quarter of Section 19, (from whence the corner common to Sections 18 and 19, found monumented by a #5 rebar with a 1.5" aluminum cap with no PLS number, undated, in a 2" iron post bears N 00°38'51" E 538.21'); thence S 00°38'51" W 785.96' to the North 1/16 corner on the West line of Section 19, found monumented by a #5 rebar with a 2.5" aluminum cap, PLS 10895, dated 1995; thence S 89°57'55" E 1300.55' to the Northwest 1/16 corner of Section 19, monumented by a #5 rebar with a 2.5" aluminum cap, PLS 10895, dated 1995; thence S 89°37'22" E 1312.50' to the Point of Beginning.

The total surveyed area of this parcel is 99.73 acres, more or less, less 0.20 acres within the Exception described in deed at Book 207 at Page 543, and 0.40 acres of County Road 346 falling outside the Railroad right-of-way, assuming a 60 wide road, 30' on either side of centerline as built, for a net area of 99.13 acres, more or less.

- REFERENCES**
1. Description from Schedule A of First American Title Insurance Company's Commitment No. 40264 dated December 13, 2021 at 8:00 AM, issuing agent Dotter Abstract Company.
 2. Map entitled: "Right of Way and Track Map the Denver & Rio Grande Railroad", Sheet No. 3 of 6 from Survey Station 386+23 to Survey Station 527+75, recorded Nov. 21, 1995 in Instrument A0321982, Book 407 at Page 912.
 3. Survey plat by Alta Surveys of Colorado, Inc. recorded February 6, 2012 at Rec. No. 393215 of the records of Huerfano County.
 4. Warranty Deed recorded February 3, 1947 at Reception No. 173287, Book 207 at Page 543, of the records of Huerfano County.
 5. Warranty Deed recorded in Book 227 at Page 395 of the records of Huerfano County.
 6. Deed to The Department of Highways, State of Colorado, recorded March 15, 1956 at Reception No. 202324, Book 251 at Page 43 of the records of Huerfano County.

EASEMENTS AND RIGHTS-OF-WAY STATEMENT

Surveyor relied upon First American Title Ins. Co.'s Commitment No. 40264 dated December 13, 2021 at 8:00 AM, issuing agent Dotter Abstract Company, for information on rights of ways and easements affecting the surveyed parcel. None listed or shown.

BASIS OF BEARINGS NOTE:

(GPS OBSERVATIONS) N00°42'59"E 1337.57' BETWEEN a 1.5" outside diameter galvanized iron pipe with a 1.75" brass cap, undated, no L.S. number, marking the Center North 1/16th corner in Section 19, and a rebar with a 2" aluminum cap, L.S. 16163, dated 1998, found marking the Quarter Corner common to Sections 18 and 19, all in Township 28 South, Range 66 West, of the 6th Principal Meridian, as shown hereon.

GPS COORDINATES BASED ON COSP SOUTH ZONE 9503:
 GROUND SCALE FACTOR: 1.0005584783
 PLAT UNIT OF LINEAR MEASUREMENT: THE US SURVEY FOOT
 RELATIVE POSITIONAL PRECISION: .95%

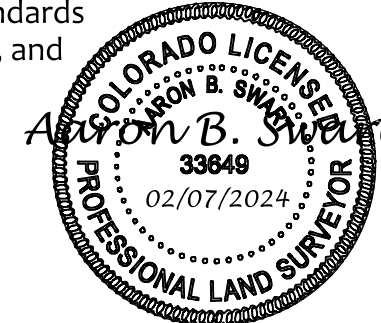
LEGEND

| | |
|---------------|--|
| ● | = SET #5 REBAR WITH 1" BLUE PLASTIC CAP, LS 33649 |
| ⊗ | = FOUND CONCRETE POST WITH BRASS CAP CDOT RIGHT-OF-WAY |
| △ | = FOUND #4 REBAR WITH YELLOW PLASTIC CAP, L.S. 16163 |
| ⊕ | = SECTION, 1/4, OR 1/16 CORNER MONUMENT AS DESCRIBED |
| ⊞ | = FOUND #5 REBAR WITH 1.5" ALUMINUM CAP, "GAME & FISH COR 5" |
| --- | = ORIENTATION LINES |
| --- | = LINE ESTABLISHED OR RETRACED BY THIS SURVEY |
| (REFERENCE #) | = CALLS FROM A DOCUMENT OF REFERENCE DIFFERENT FROM MEASURED |
| -x-x-x- | = BARBED WIRE FENCE |

SURVEYORS CERTIFICATION

I, Aaron B. Swart, a Licensed Professional Land Surveyor in the State of Colorado, do hereby certify this plat and the surveying services addressed herein have been prepared by me or under my direct supervision and responsible charge in accordance with applicable standards of practice to the best of my knowledge, information, and belief. This statement is not a guaranty or warranty, either expressed or implied.

Aaron B. Swart, PLS #33649
 1000 Hickory Street
 Pueblo, CO 81001



THE S2SW4 OF SECTION 18, & THE N2NW4 OF SECTION 19, TOWNSHIP 28 SOUTH, RANGE 66 WEST OF THE 6TH P.M., LYING SOUTH OF COLORADO STATE HIGHWAY 160, HUERFANO COUNTY, COLORADO

Parcels: CITY OF WALSENBURG

Parcel: 42120
Name: CITY OF WALSENBURG
Subdivision:
Address: WALSENBURG
Address2:
Address3:
Address4:
Zipcode: 810,890,000
Physical Address:
Map number:

To View Legal filings please see [Zoom to](#) ...



City-owned land
(8-acre-swap)¶