

Rico Planning Commission Memorandum

Date: March 3rd, 2021

TO: Town of Rico Planning Commission
FROM: Kari Distefano, Rico Town Manager
SUBJECT: March Planning Commission meeting

Consideration of an application for a special use permit for the purpose of short-term rental, 110 N. Silver Street, Anne Belaska applicant

Anne Belaska would like to use her house, located at 110 N. Silver Street as a short-term rental. She has applied for a Special Use Permit as required by the Rico Land Use Code. The application is attached to this memo for your review and is complete and compliant. Special Use Permits should be reviewed according to the following criteria:

Compatibility with Surrounding Area. The proposed use or operation is compatible with surrounding land uses and with the surrounding neighborhood.

General. The location, size, design and operating characteristics of all proposed uses shall mitigate any adverse effects, including visual impacts, on surrounding properties.

Noise. At no point on the bounding property line of any use in any district shall the sound pressure level of any use, operation or plant produce noise intensity greater than that customarily level of the underlying Zone District and surrounding neighborhood so as to create a nuisance or detract from the use and enjoyment of adjacent property. For the purposes of this section, bounding property line shall be interpreted as being at the far side of any street alley, stream or other permanently dedicated open space from the noise source when such open space exists between the property line of the noise source and adjacent property. When no such open space exists, the common line between two (2) parcels of property shall be interpreted as the bounding property line.

Smoke and Particulate Matter. No proposed operation or use in any district shall at any time create smoke and particulate matter that, when considered at the bounding property line of the source of operation creates a nuisance or distracts from the use and enjoyment of adjacent property.

Odorous matter. No proposed use shall be located or operated in any district that involves the emission of odorous matter from a source of operation where the odorous matter

exceeds the odor threshold at the bounding property line or any point beyond the tract on which such use or operation is located. The odor threshold shall be the concentration of odorous matter in the atmosphere necessary to be perceptible to the olfactory nerve of a normal person.

Explosives. No use involving the manufacture or storage of compounds or products that decompose by detonation shall be permitted in any district, except that chlorates, nitrates, phosphorus and similar substances and compounds in small quantities for use by industry, school laboratories, druggists or wholesalers may be permitted when approved by the Fire Marshall as not presenting a fire or explosion hazard.

Flammables. The storage and use of all flammable liquids and materials such as pyroxylin plastics, nitrocellulose film, solvents and petroleum products shall be permitted only when such storage or use conforms to the standards and regulations of the Town of Rico and receives the approval of the Fire Marshall.

Toxic and Noxious Matter. No proposed operation or use in any district shall emit a concentration across the bounding property line of the tract on which such operation or use is located of toxic or noxious matter that will exceed the threshold limits set forth by the Colorado Department of Health.

Vibration. No proposed operation or use in any district shall at any time create earthborne vibration that, when considered at the bounding property line of the source of operation creates a nuisance or distracts from the use and enjoyment of adjacent property.

Open storage. No open storage of materials or commodities shall be permitted in any district except as an accessory use to a main use located in a building in the MU Zone District. No open storage operation shall be located in front of a main building. No wrecking, junk, or salvage yard shall be permitted as a storage use in any district.

Glare. No proposed use or operation in any district shall be located or conducted so as to produce intense glare or direct illumination across the bounding property line from a visible source of illumination nor shall any such light be of such intensity as to create a nuisance or detract from the use and enjoyment of adjacent property.

Traffic. No proposed use or operation shall be permitted where the use would create undue traffic impacts on Town roads and affected residential neighborhoods.

Off-Street Parking. Adequate off-street parking is provided to accommodate the proposed use.

The proposed activity is unlikely to produce noxious odors, smoke or problems with any of the other issues mentioned in the review criteria except possibly noise. A site plan is included in the application, which is included in this packet. Parking would be on the street. As always in these residential neighborhoods, the concern is traffic and dogs. The applicant is local and needs to be available to respond to emergencies or disturbances within an hour. The Town requires that contact information for the local owner or a local representative be kept current and be available to local law enforcement as well as Town officials. We should also require proof that could come in the form of photos that smoke alarms and carbon monoxide detectors are installed in the house and functional.

There should be a renewal review after one year of the short-term rental operation. Suggested motion: motion to recommend approval, recommend approval with conditions or deny the application for a special use permit at 110 N. Silver.

Consideration of an application for a special use permit for the purpose of short-term rental, 111 Short Street, Scott Jacobsen applicant

Scott Jacobsen has been using his house, located at 111 Short Street, as a short-term rental. Now he has applied for the Special Use Permit as required by the Rico Land Use Code that would bring him into compliance. At this time, I still have not received the list of neighbors that he has noticed so this application may be pulled from the agenda. If I get the complete application by Friday, March 5th, I will send it out. Special Use Permits should be reviewed according to the criteria described above. Again, the owner should supply Town officials with local caretaker contact information so that someone can be notified if there is a problem with utilities or complaints about the occupants. As recommended for Ms. Belaska, the owner should supply proof of the existence of smoke alarms and carbon monoxide detectors. There should be a renewal review after one year of the short-term rental operation. Suggested motion: motion to recommend approval, recommend approval with conditions or deny the application for a special use permit at 111 Short Street.

Consideration of an application for a permanent fixed encroachment, 204 E. Mantz, Bonnie Emerick and James Schroff applicants

This issue is not new and it came before the Planning Commission when Dick Lanning owned the property. There is a shed on the property that encroaches on Town owned land. Unfortunately, this is not an uncommon occurrence in Rico. Many structures were built before the use of surveyors became common practice. In an effort to clear up the title prior to selling the

property, the owners are requesting a fixed encroachment agreement. The agreement is included in the packet. I don't believe that there is a good reason to deny this request. The alley onto which the shed encroaches has likely not been used in decades, if ever. To my knowledge there are not any utilities in the alley. While the Town in the future may need the alley, it is unlikely that any Town use would impact the building. Suggested motion: motion to recommend approval, recommend approval with conditions or deny the application for a fixed encroachment.

Consideration of an application of a re-subdivision (replat) for the purpose resolving an access issue with the Town of Rico, 314 N. Piedmont Rebecca Adams and Gordon Mortensen, applicants

As you may recall, the Town has some unresolved access issues that surfaced in August. Rebecca Adams and Gordon Mortenson bought Lots 11 – 14, Block B, which are south of the triplex on Piedmont. The historic access to the Piedmont Subdivision is located on this parcel. Based on Colorado Revised Statutes § 43-2-201.1.c, the Town has a prescriptive right to the road since properties in the area have been using the road and the Town has been maintaining the road for 20 plus years. At least one of the houses on Piedmont has been in existence since 1974 so we know that this road has been in place since then. The Piedmont area has no alternative access for the lots in that subdivision. To move the road would require road relocation and although the town owns a parcel in the vicinity, the parcel is on a steep slope and could not practically be used for road construction.

The owners have proposed a land trade with the Town that our attorney in the matters of access, Marti Whitmore, and I feel to be viable and equitable. I have included in this packet a color-coded site plan that illustrates the proposed trade. When considering a re-subdivision the following should be considered:

- The proposed land use shall be consistent with the underlying zoning (residential).
- All lots shall meet the subdivision design standards as defined in Section 550 of the Rico Land Use Code.
- All lots shall have building sites and access that are not in any known hazards or constraints to development.
- The proposed re-subdivision layout shall not cause excessive cut and fill excavation or removal of trees and vegetation in relationship to feasible alternatives.
- The proposed re-subdivision shall not exceed or overburden the capacity of any existing Town facilities or services unless the Applicant expands the Town facilities or service capacity to meet the increased demand of the proposed subdivision.

- The proposed re-subdivision shall be consistent with the Rico Regional Master Plan.
- The proposed re-subdivision shall not violate any laws of the Town of Rico, State of Colorado, or United States of America.

If this trade is approved, the owners will have to provide a 24”x36” inch mylar that is in conformance with the Rico Land Use Code Section 544. Suggested motion: motion to recommend approval, recommend approval with conditions or deny the application for a trade and a re-subdivision of Lots 11 – 14, Block B.

Consideration of an application of the River Corridor Tract Map, a boundary line agreement, Section 35 and 36, T.40 N. R.11 W., Section 1 and 2, T.39N. R.11W., Dolores County Colorado, Town of Rico applicant

This project has been in process since before I became the town manager. There are two things that the Town would like to accomplish through this agreement.

1. The Town would like to formalize the previous Rico River Corridor deed conveyance from Rico Renaissance and resolve lot line discrepancies.
2. The Town wishes to secure an easement not only for sewer and water lines that the Town may want to construct in the future, but also that the easement be expanded to include utilities such as fiber, cable TV, electricity, telephone and access for recreational use. The Town has an existing easement through these properties, but it is limited to water and sewer and does not include shallow utilities or recreational access.

This agreement does not contemplate any changes in zone districts. This project has already been through several rounds of negotiations and other challenges. In 2017, the Town reached an agreement that gave Kevin O’Grady and Linda Burnette access over Town owned land to their property, Tract 3, on the River Corridor Map. In 2018, the Town reached a similar agreement with Disposition Properties. This map will finalize an agreement with Rico River Village, owner of Tract 6 that rearranges his lot so that all of the parcel is on one side of the river. Finally, as the result of the death of one of the owners of a portion of the Houghton parcel and the subsequent loss of the original mylar of the map, that tract was removed from the agreement. It was a minor part of the agreement and that parcel has a multitude of owners, most of which would be difficult to find. Staff determined that it would be more trouble that it was worth to try to obtain all that signatures that we would need to include that parcel.

Suggested motion: motion to recommend approval, recommend approval with conditions or deny the application for the River Corridor Boundary Agreement.

Allocation of water uses in the future

The planning commission has already had a number of discussions revolving around water and Rico's limited water resources. I have been working with Marti Whitmore to devise an equitable allocation of Rico's water uses that can be added to the revised Rico Land Use Code. I have attached a list of options for both the Planning Commission and the Trustees to consider as well as a map of a proposed utility service area. I have also included in this packet a memo from Marti Whitmore that could be included in the revised Land Use Code or modified according to the will of the Planning Commission and the Board of Trustees.

If we decide on the hybrid option, some thought will need to be given to fee in lieu of charges for proposed subdivisions. One way to do it would be to link it to the additional water use the subdivision would generate. Here is a possible method of determining the fees: According to a preliminary engineering report we had done in 2018, the cost of upgrading the Silver Creek system to the point it could be used would be approximately \$4,000,000. When we looked at this U.S.D.A interest rates for a 20-year loan were 2.5%. This may have come down but I am going to use it:

Assuming that the mortgage calculator on the internet is correct, the payments on a \$4,000,000 loan would be \$254,352 per year. For this price, we would get an additional 3 cubic feet per second (cfs). 3 cfs is the equivalent of 2172 acre feet per year so the cost per acre foot per year of upgrading the system would be \$117.10.

The average person uses 100 gallons of water per day.

The average household has 2.53 people. $100 \times 2.53 \times 365 = 92,345$ gallons per year or 0.2834 acre feet per year.

If you multiply \$117.10 by 0.2834, you get an annual fee of \$33.19 per single family lot. This would be in addition to the Town's normal base rate and would be adjusted for inflation. It would go away once the system had been upgraded.

The easiest way to charge this would be to have the developer pay it on an ongoing basis until the new system was installed and paid off but I think that we need to come up with a lump sum option. I would hope that we could make these upgrades within the 10 years so the lump sum could be 30 years worth of payments per single family house, again adjusted for inflation. This would be a total of \$1,364.82. This process is just a suggestion. We could charge a higher rate but it does need to be roughly proportional to the level of subdivision impact. We should also consider affordable housing and whether or not to incorporate a sliding scale fee in lieu of for developers that are willing to provide deed restricted housing.

Rico Land Use Code revisions and proposed zoning map revisions

The legal review of the revised Rico Land Use Code is complete. As a reminder, I have included in the this packet the summary of the revisions. This summary does not include the allocation of water uses because while we have discussed this situation, we have not come to an agreement. When the Planning Commission and the Board of Trustees have made a decision regarding water use allocation, we will start the process of finalizing the revisions. I have included in this packet a revised zoning map for your review and comments. This map contemplates a utility service district and the rezone of the areas outside of the service district as Conservation Planned Unit Development rather than Residential Planned Unit Development. It also places less restrictive zoning on the lots on Glasgow Avenue to the north, commercial rather than historic commercial. We have discussed this in prior meetings. There are a number of residences in that area that pre-date the historic commercial zoning and are currently out of compliance. This map if accepted would become part of the revised Rico Land Use Code.

Complete & Compliant Letter



February 24th, 2021

110 N. Silver Street
Anne Belaska
P.O. Box 264
Rico Colorado, 81332

RE: Special Use Permit for Short Term Rental

Dear Applicant,

The Town of Rico has received an application for a special use permit for the purpose of short term rental for the property located at 110 N. Silver Street. I have performed an initial review of this application and at this time the application is complete and compliant. This determination does not preclude the Town from determining following additional review at a subsequent time, that the application is not complete or compliant. In such an event, the Town Staff would require the applicant to correct any deficiencies.

Pursuant to this determination that this application is complete and compliant, this application is scheduled for the March 10th Rico Planning Commission meeting and the March 17th Rico Board of Trustee's meeting.

These applications include the following required components:



Attachments Required Special Use Permit:

- A site plan that includes any information relevant to the request, i.e.: adequate parking for short term rental permits
- Description of Special Use Request
- Narrative of reasons that a Special Use Permit should be granted
- Statement from County Treasurer showing the status of current taxes due on affected property
- An application fee in the amount of \$200.00
- A Certificate of Mailing with names, addresses, and property owned of property owners within 200 feet of subject property
- A copy of the deed for the property.

Date Application Received: 02-16-2021

Application Reviewed by: KLD

Application Fee Received: 02-16-2021

Date of Hearing: 03-10-2021 & 03-17-2021

Application Complete: Yes

Rico Planning Commission Action _____

Mailing Notice Complete: Yes

Approval Subject to Conditions _____

Other comments:

None.

Special Use Permit



Applicant Name ANNE BELASKA Phone Number 970-708-7518

Address 144 PICKER ST PO 264 Cell Phone Number 970-708-7518

Email RICOANNIE@GMAIL.COM Fax Number _____

Street Address of Subject Property 110 N SILVER ST

Legal Description of Subject Property 012 LOTS 24 + 25

Zone District of Subject Property 012 Residential

Attachments Required:

- Description of Special Use Request SHORT TERM RENTAL
- Narrative of Reasons that Special Use should be granted
- Statement from County Treasurer showing the status of current taxes due on affected property
- Letter of agency if applicant is other than the owner of the property
- An application fee in the amount of \$200.00
- A site plan that includes any information relevant to the request i.e.: adequate parking for short term rental permit applications.
- A Certificate of Mailing with names, addresses, and property owned of property owners within 200 feet of subject property.
- A copy of the deed for the property.

I swear that the information provided in this application is true and correct and that I am the owner of the property or otherwise authorized to act on behalf of the owner of the property.

Signature: Anne Belaska Date 2-16-21

Date Application Received 2-16-2021

Application Reviewed by KLD

Application Fee Received 2-16-2021

Date of Hearing 3-10-2021 / 3-17-2021

Application Complete 2-16-2021

Rico Planning Commission Action _____

Mailing Notice Complete 2-16-2021

Approval Subject to Conditions _____

Other comments:

Description of Special Use Request: Short term rental

Reasons Special Use should be granted: I have owned this home for 26 years and recently built a home in town with my boyfriend. For the past 4 1/2 years I have rented my Silver Street home long-term. I recognize the need for long term rentals in the community, however, due to non-payment of rents, and lack of upkeep of the property, I have decided to try short term renting. This will provide me income and support our tourism economy. I am a current property manager in the town and know how to take good care of visitors to our region. Also, I want to make improvements to the home and keep it looking good for the neighborhood.

County Taxes Due: See attached 2020 Dolores County Tax Notice

Letter of Agency: NA

Application Fee: Check #1066 Enclosed \$200

Site Plan: See attached

Certificate of Mailing: See attached

Copy of Deed for Property: See attached

REAL ESTATE PROPERTY
 JANIE STIASNY
 DOLORES COUNTY TREASURER
 PO BOX 421
 DOVE CREEK, CO 81324

JANUARY 2, 2021
 TAX NOTICE FOR 2020

317

(970) 677-2386
 dctreas@fone.net

PLEASE MAKE CHECK PAYABLE TO:
 DOLORES COUNTY TREASURER
 504736202012 R 001 B47421
 BELASKA ANNE M.
 P.O. BOX 264
 RICO CO 81332

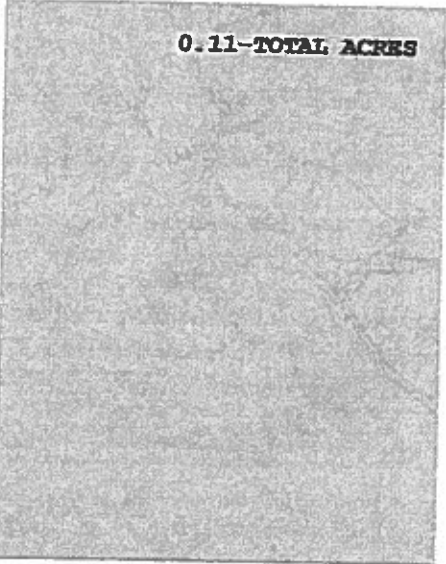
TAX DIST	TAX ENTITY	DOLLARS PER/K	TAX
102	SCHOOL DIST RE-2J	18.639	147.08
	DOLORES COUNTY	28.013	221.06
	TOWN OF RICO	18.744	147.91
	RICO FIRE PROTECTION	7.468	58.93
	S W WATER CONS	.407	3.21
	DOLORES WATER CONS	2.125	16.77
	SMART-SAN MIGUEL AUT	.750	5.92

LAND VALUE	PERS OR IMP VALUE	TOTAL VALUE	TOTAL \$ PER/K	TOTAL TAX
2860	5031	7891	76.146	600.88
40000	70359	110359 - ACTUAL VALUE		

PROPERTY LOCATION
 110 N. SILVER STREET

LEGAL DESCRIPTION

PARCEL NUMBER-504736202012
 17-5047-362-02-012 FROM: W.H. BENSON
 RICO LTS 24 & 25 BLK 23 B-75 P-505 B-130 P-213
 B-266 P-489 B-316 P-302 (QC)
 B-333 P-297 (WTR)



For SENIOR EXEMPTION info contact: DOLORES COUNTY ASSESSOR - (970) 677-2385 - dcbemaemst@fone.net
 SCHOOL DISTRICT RE-2J GENERAL FUND IS 18.639 DOLLARS PER THOUSAND, WITHOUT STATE AID IT WOULD HAVE BEEN 28.333
 PLEASE RETAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUB WITH YOUR PAYMENT TO TREASURER'S OFFICE

DOLORES COUNTY
FULL PAYMENT

DUE LAST DAY OF APRIL
 PAGE 117 TAX YR 2020
 SCHEDULE NO. TAX DIST.
 504736202012 102
 R 001
 OWNER BELASKA ANNE M. B47421
 TAX \$600.88

DOLORES COUNTY
SECOND HALF PAYMENT

DUE BY JUNE 15
 PAGE 117 TAX YR 2020
 SCHEDULE NO. TAX DIST.
 504736202012 102
 R 001
 OWNER BELASKA ANNE M. B47421
 TAX \$300.44

DOLORES COUNTY
FIRST HALF PAYMENT

DUE LAST DAY OF FEBRUARY
 PAGE 117 TAX YR 2020
 SCHEDULE NO. TAX DIST.
 504736202012 102
 R 001
 OWNER BELASKA ANNE M. B47421
 TAX \$300.44

TOTAL \$600.88

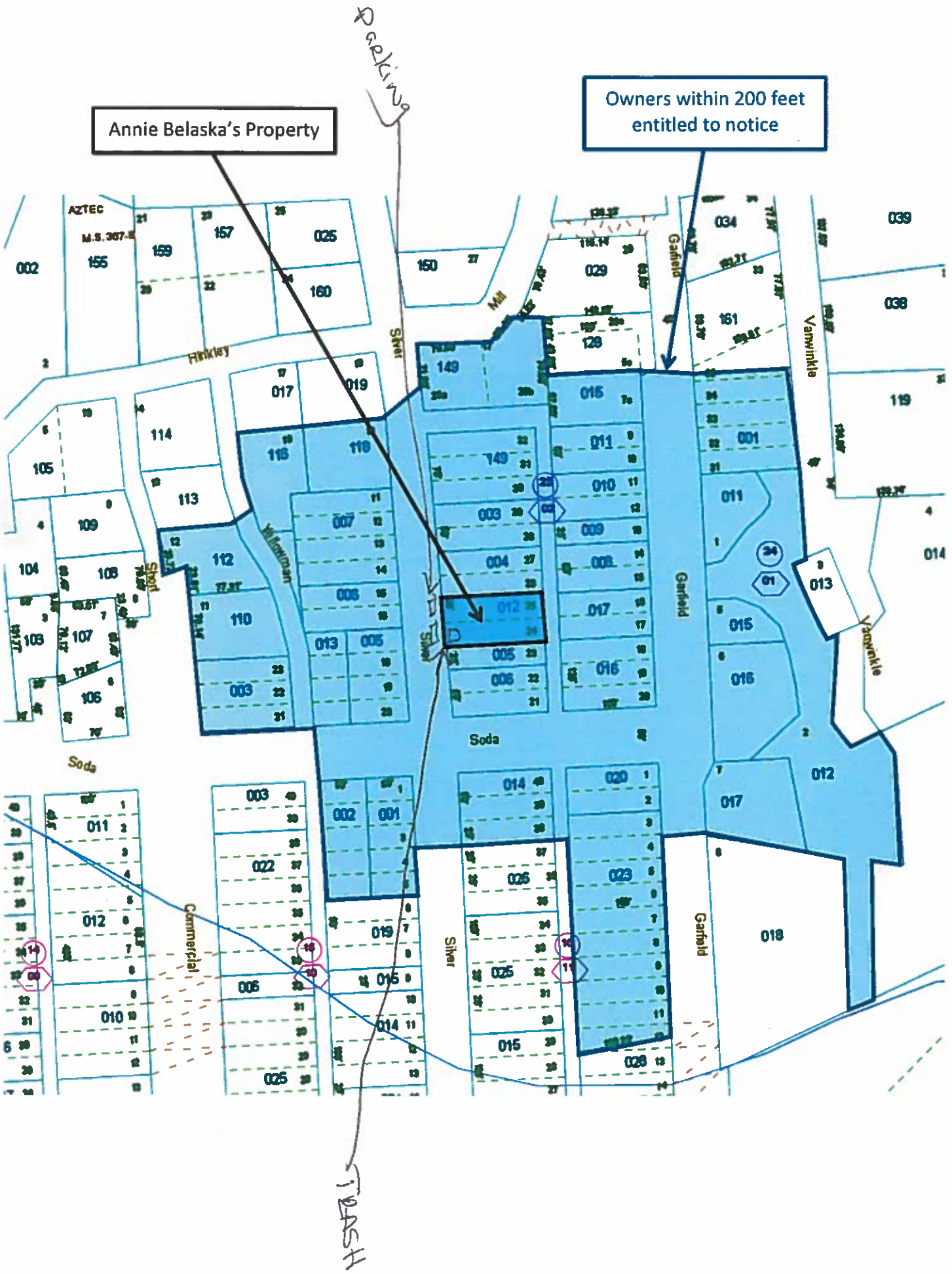
TOTAL \$300.44

TOTAL \$300.44



Annie Belaska's Property

Owners within 200 feet entitled to notice



Parking

WASH

AZTEC
M.S. 367-E

Hinkley

Silver

Silver

Soda

Silver

Garfield

Garfield

Garfield

Vanwinkle

Vanwinkle

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AFFIDAVIT OF MAILING PUBLIC NOTICE LETTER

Town of Rico

Town of Rico

P.O. Box 9

Rico, Colorado, 81332

Re: Certification and Affidavit of Mailing Public Notice Letter for (legal description of property), Town of Rico.

I hereby declare that I, Anne Belaska, mailed a copy of the Town approved, enclosed public letter via U.S. First Class Mail, postage prepaid thereon on Feb 17 2021 to the attached list of property owners. The public notice letter was prepared and mailed in accordance with the public noticing requirements of the Rico Land Use Code. The public notice letter was placed in the mail on Feb 17 2021, which was 20 days prior to the public hearing(s) to be held on (dates of Rico Planning Commission meeting and Rico Board of Trustees meeting) 2021. The list of property owners includes all lot and condominium property owners located within 200 feet of the boundary of the existing or proposed lot(s). The adjacent property owner list was compiled from the Dolores County GIS website or Assessors Office.

Attached is the copy of the noticing letter, list of all property owners noticed, including their lot number and mailing address, a copy of the vicinity map mailed with the noticing letter, and a map showing all lots that were included within the 200 foot noticing area.

I declare under penalty of perjury under the laws of the State of Colorado that the foregoing is true and correct.

Anne Belaska

NOTICE OF PENDING SPECIAL USE PERMIT APPLICATION

Date:

RE: Short Term Rental Application for 110 N. Silver Street

Dear Property Owner,

You are receiving this public notice as required by the Town of Rico Land Use Code because you own property within 200 feet of a proposed special use permit application for short term rental at Block 12, Lots 24 & 25, Town of Rico, Dolores County, Colorado, also known 110 N. Silver Street.

Name of Applicant: Annie Belaska

Type of Development Application(s): Short Term Rental

Legal Description: Block 12, Lots 24,25 Town of Rico, Dolores County, Colorado

Address: 110 N. Silver Street

Lot or Site Size: 5000 sf

Review Authority: Rico Planning Commission and Rico Board of Trustees

Rico Planning Commission Hearing Date: 3-10-2021

Board of Trustee's Hearing Date: 3-17-2021

Location of Public Hearing: Rico Town Hall, 2 Commercial Street, Rico, Colorado 81332

Send emailed comments addressed to: townmanager@ricocolorado.gov

Or by surface mail to:

Kari Distefano, Town Manager
Town of Rico
PO Box 9
Rico, Colorado 81332

Anne M. Belaska = Book 216, Page 302
Owners within 200 feet of 110 N Silver Street

Judith A. Owen, Gail A. Singley,
Lexie C. Waldrop, Shannon M. Sorensen
15646 Cederbrook Drive
Morrison, CO 80465
(RE: 106 N. Silver Street)

James H. Baron
4038 Hayhurst Lane
Tucson AZ 85712
(RE: 104 N. Silver Street)

Hot Rod Lincoln, LLC
300 W. Corsicana Street
Athens, TX 75751
(RE: 112 N. Silver Street)

Carole L. Rychtarik
502 Dartmoor Dr.
Celina, TX 75009
(RE: 118 N. Silver Street)

Ronald P. Evers and Patricia A. Engle
P.O. Box 62
Rico, CO 81332
(RE: 132 N. Silver Street)

Andrea J. Gass and Eliza Jane Gass
P.O. Box 4
Rico, CO 81332
(RE: 103 N. Garfield)

Christy Kopasz Roberts
P.O. Box 27
Rico, CO 81332
(RE: 107 N. Garfield)

Joseph J. and Melodee Dort
6072 Miller Lane
Lisle, IL 60532
(RE: 111 N. Garfield and 115 N. Garfield)

~~Kathy Mcloynt~~ **BEN VERNADAKIS**
~~P.O. Box 8~~ **PO 37**
Rico, CO 81332
(RE: 117 N. Garfield)

T&B Holdings, LLC
5010 English Place
Farmington, NM 87402
(RE: 121 N. Garfield)

Nicholas B. Kenworthy
P.O. Box 298
Rico, CO 81332
(RE: 125 N. Garfield)

Rico House LL C
P.O. Box 52
Rico, CO 81332
(RE: 38 N. Silver Street)

Jonathan Hay
9950 W. 20th Ave.
Lakewood, CO 80215
(RE: 37 N. Garfield)

Holt Family Trust
Duane P. and Judy L. Holt, Trustees
P.O. Box 30
Gila Bend, AZ 85337
(RE: 35 N. Garfield)

Dylan Sloan
P.O. Box 758
Ophir, CO 81426
(RE: 121 N. Silver Street)

Nathaniel K. and Anglela A. Seeley
P.O. Box 1086
Cortez, CO 81321
(RE: 115 N. Silver Street)

Big Dubs Ventures, LLC
201 County Road 3697
Springtown, TX 76082
(RE: 111 N. Silver Street)

Dennis E. Swank
P.O. Box 131
Rico, CO 81332
(RE: 116 E. Soda Street)

Luke Brown & Kathryn Parnello
P.O. Box 2913
Telluride, CO 81435
(RE: 112 E. Soda Street)

Town of Rico
P.O. Box 56
Rico, CO 81332
RE: Triangle tract on Yellowman Alley)

Lynne Renee Sandoval
P.O. Box 177
Rico, CO 81332
(RE: 121 N. Yellowman Alley)

Cristal Hibbard & Alexandre Wing
P.O. Box 85
Rico, CO 81332
(RE: 112 N. Short Street)

Gretchen Treadwell
P.O. Box 142
Rico, CO 81332
(RE: 110 N. Short Street)

Gary L. & Debra K. Vandergriff
1303 Lawson
Midland, TX 79701
(RE: 102 N. Short Street)

Ostrem-Jondrow Family Trust
1202 E. Chula Vista Road
Tucson, AZ 85718
(RE: 37 N. Silver Street)

Lauren Lynn & Stephen Henry Laub
P.O. Box 326
Rico, CO 81332
(RE: Lot 7 and Lot 6, Van Winkle)

Atlantic Richfield Company
c/o BP America Inc.
P.O. Box 941709
Houston, TX 770949
(RE: Lot 2, Van Winkle)

Timothy B. Gulick
P.O. Box 1057
Nevada City, CA 95959
(RE: 105 N Garfield Street)

Stephanie D. Rogers
128 Dolphin Rd.
Manahwkin, NJ 08050
(RE: 116 N. Garfield Street)

Strategic Design Group, LLC
P.O. Box 189
Rico, CO 81332
(RE: 122 N. Garfield)

00145280 10/07/2002 03:15pm BK: 0316 PG: 302
EARLENE WHITE DOLORES COUNTY CLERK & RECORDER

QUITCLAIM DEED

THIS DEED, made this 24th day of September, 2002
between DAVID BELASKA and Anne M. Belaska

of the _____ County of Dolores and State of
Colorado, grantor(s), and Anne M. Belaska

STATE DOCUMENTARY FEE
DATE Oct 7 - 2002
\$ EXEMPT

whose legal address is PO Box 264 Rico, CO 81332

of the _____ County of Dolores and State of Colorado, grantee(s).

WITNESS, that the grantor(s), for and in consideration of the sum of Ten dollars and other good and valuable consideration ----- DOLLARS,
the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and QUITCLAIMED, and by these presents do remise, release, sell and QUITCLAIM unto the grantee(s), her heirs, successors and assigns forever, all the right, title, interest, claim and demand which the grantor(s) has S in and to the real property, together with improvements, if any, situate, lying and being in the _____ County of Dolores and State of Colorado, described as follows:

Lots 24 and 25, Block 23, TOWN OF RICO, according to the plat thereof filed for record in the Office of the Clerk and Recorder.

COLORADO LAND TITLE CO.
631 E. Main
Cortez, CO 81321
(970) 564-9770

2018 189-E

also known by street and number as
assessor's schedule or parcel number

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever of the grantor(s), either in law or equity, to the only proper use, benefit and behoof of the grantee(s) her heirs and assigns forever.

IN WITNESS WHEREOF, the grantor(s) has S executed this deed on the date set forth above.

David Belaska

David Belaska

STATE OF COLORADO Messerschmitts

County of Worcester

The foregoing instrument was acknowledged before me this 2nd day of September, 2002
by David Belaska

Witness my hand and official seal
My commission expires: 8/23/07

Michelle Stone



*If in Denver, insert "City and".

Name and Address of Person Creating Newly Created Legal Document

Complete & Compliant Letter



March 1st, 2021

204 E. Mantz Ave
Bonnie Emerick & James Schroff
P.O. Box 308
Rico Colorado, 81332

RE: Fixed Encroachment Permit Application

Dear Applicant,

The Town of Rico has received an application for a fixed encroachment agreement for the purpose resolving an encroachment on to Town of Rico property for the structure located at 204 E. Mantz. Town staff has performed an initial review of this application and at this time the application is complete and compliant. This determination does not preclude the Town from determining following additional review at a subsequent time, that the application is not complete or compliant. In such an event, the Town Staff would require the applicant to correct any deficiencies.

Pursuant to this determination that this application is complete and compliant, this application is scheduled for the March 10th Rico Planning Commission meeting and the March 17th Rico Board of Trustee's meeting.

These applications include the following required components:

Attachments Required Special Use Permit:

- X Description of encroachment request including a statement that the applicant or his/her contractor is not delinquent in payments due to the Town for prior work.
- NA Copies of other permits or licenses required by the Town including insurance, deposits, bonds and warranties
- X Narrative of reasons that the encroachment should be granted
- X Statement from County Treasurer showing the status of current taxes due on affected property
- NA Letter of agency if applicant is other than the owner of the property
- X An application fee in the amount of \$200.00
- X A Certificate of Mailing with names, addresses, and property owned of property owners within 200 feet of subject property.
- X A copy of the deed for the property.
- X A copy of the proposed agreement to be filed with Dolores County.
- X One (1) electronic (pdf) site plan produced by a land surveyor registered in the State of Colorado showing the following:

Date Application Received: 03-01-2021

Application Reviewed by: KLD

Application Fee Received: 03-01-2021

Date of Hearing: 03-10-2021 & 03-17-2021

Application Complete: Yes

Rico Planning Commission Action _____

Mailing Notice Complete: Yes

Approval Subject to Conditions _____

Other comments:

None.

Fixed Encroachment Permit
Application



Applicant Name Bonnie Emerick & James Schreff Phone Number 970.420.9043
Address 204 E. Mantz Ave. Cell Phone Number 970.420.9043
Email bonnie.emerick@gmail.com Fax Number n/a
Street Address of Subject Property 204 E. Mantz
Legal Description of Subject Property Lot 26 (Block 16)

Zone District of Subject Property _____

Attachments Required:

Description of encroachment request including a statement that the applicant or his/her contractor is not delinquent in payments due to the Town for prior work.

Copies of other permits or licenses required by the Town including insurance, deposits, bonds and warranties

Narrative of reasons that the encroachment should be granted

Statement from County Treasurer showing the status of current taxes due on affected property

Letter of agency if applicant is other than the owner of the property

An application fee in the amount of \$200.00

A Certificate of Mailing with names, addresses, and property owned of property owners within 200 feet of subject property.

A copy of the deed for the property.

A copy of the proposed agreement to be filed with Dolores County.

Two (2) 24" by 36" Site Plans and (1) electronic (pdf) site plan produced by a land surveyor registered in the State of Colorado showing the following:

North Arrow

Adjacent streets with labels

Scale not greater than 1" = 20' unless the entire site will not fit on a 24"x 36" sheet

Areas of environmental concern if applicable

Vicinity Map

Location of existing buildings if applicable

Lot lines and road rights-of-ways with dimensions

Location of proposed building if applicable

Easements with dimensions

Location of existing utilities if applicable

Acreage of lot

Location of encroachment with dimensions

N/A A work plan showing protection of Town and other adjacent properties, protection of landscaping feature, proposed area of construction, N/A

I swear that the information provided in this application is true and correct and that I am the owner of the property or otherwise authorized to act on behalf of the owner of the property.

Signature:  Date 2/12/21

Date Application Received 2-12-21

Application Reviewed by KLO

Application Fee Received 2-12-21

Date of Hearing 3-10-2021 & 3-17-2021

Application Complete 3-1-21

Rico Planning Commission Action _____

Mailing Notice Complete 3-1-21

Approval Subject to Conditions _____

Other comments:

Feb. 12, 2021

Dear Town Board:

James Schroff and I, Bonnie Emerick, are requesting that the town consider granting the property at 204 E. Mantz Ave.—specifically, the historic barn that is situated on Lot 26—a fixed encroachment.

There is no construction that is happening at this property.

Below is a narrative of the reasons that the encroachment should be granted:

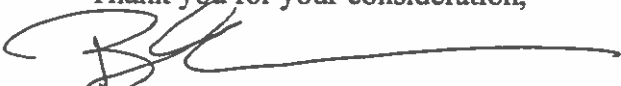
It is our understanding that the barn (labeled “shed” on the survey) that is situated on Lot 26, which abuts the town’s alley, was built at the same time as the main house: 1888. It is our understanding that the barn used to be on private land, but that, when the town drew the property lines, the property line was drawn through the barn. Therefore, the barn now is “over the property line on two sides,” according to the survey by Foley Associates. About two feet of the barn is over the property line.

We are requesting a fixed encroachment so that the title for 204 E. Mantz Ave. is a clear title.

We understand that if the historic barn were to collapse, it would not be able to be rebuilt. If the shed were to collapse, no new construction would take its place.

If granted the fixed encroachment, nothing about the land would change, and, in the future, it is understood that no new buildings would be erected on the area if the shed were to collapse.

Thank you for your consideration,



Bonnie Emerick

REAL ESTATE PROPERTY
 JANIE STIASNY
 DOLORES COUNTY TREASURER
 PO BOX 421
 DOVE CREEK, CO 81324

JANUARY 2, 2021
 TAX NOTICE FOR 2020

PRINTED 02/04/2021
 DUPLICATE

(970) 677-2386
 dctreas@fone.net

PLEASE MAKE CHECKS PAYABLE TO:

DOLORES COUNTY TREASURER
 504736211027 R 001 S26252

EMERICK BONNIE M. & JAMES W.
 SCHROFF
 P.O. BOX 308
 RICO CO 81332

TAX DIST	TAX ENTITY	\$/THOUSAND	TAX
102	SCHOOL DIST RE-2J	18.639	433.94
	DOLORES COUNTY	28.013	652.17
	TOWN OF RICO	18.744	436.38
	RICO FIRE PROTECTION	7.468	173.86
	S W WATER CONS	.407	9.48
	DOLORES WATER CONS	2.125	49.47
	SMART-SAN MIGUEL AUT	.750	17.46

PROPERTY LOCATION	LAND VALUE	PERS/IMPR VALUE	TOTAL VALUE	TOTAL \$/THOUSAND	TOTAL TAX
204 E. MANTZ AVE	5,663	17,618	23,281	76.146	1,772.76
LEGAL DESCRIPTION	79,200	246,407	325,607	- ACTUAL VALUE	
				0.25-TOTAL ACRES	

PARCEL NUMBER-504736211027
 RICO W2 OF LT 22 & LOTS 23-26 BLK 16 36-40-11
 B-60 P-239 B-71 P-17 B-102 P-294 B-212 P-141
 B-264 P-375 B-266 P-218 B -328 P-497(WD) B-333 P-297
 (WTR) B-338 P-340 B-359 P- 325(QC) B-366 P-62,63(QC'S)
 B-397 P-174(QC) 162647(QC) 164729(QC) 168523(SA)
 168524(WD)

SCHOOL DISTRICT RE-2J GENERAL FUND IS 18.639 DOLLARS PER THOUSAND. WITHOUT STATE AID IT WOULD HAVE BEEN 26.333
 *** PLEASE RETAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUB WITH YOUR PAYMENT TO THE TREASURER'S OFFICE.

DOLORES COUNTY
 * FULL PAYMENT
 DUE LAST DAY OF APRIL
 PAGE 548 TAX YR 2020
 SCHEDULE NO TAX DIST
 504736211027 102
 R 001
 OWNER S26252
 EMERICK BONNIE M. & JAME

DOLORES COUNTY
 * SECOND HALF PAYMENT
 DUE BY JUNE 15TH
 PAGE 548 TAX YR 2020
 SCHEDULE NO TAX DIST
 504736211027 102
 R 001
 OWNER S26252
 EMERICK BONNIE M. & JAME

DOLORES COUNTY
 * FIRST HALF PAYMENT
 DUE LAST DAY OF FEBRUARY
 PAGE 548 TAX YR 2020
 SCHEDULE NO TAX DIST
 504736211027 102
 R 001
 OWNER S26252
 EMERICK BONNIE M. & JAME

DUPLICATE

TAX 1,772.76

TOTAL 1,772.76



TAX DISTRICT 102

SCHEDULE NUMBER

504736211027 R

PAGE 548

Legal Description of Property:

EXCEPTIONS:

RICO W2 OF LT 22 & LOTS 23-26 BLK 16 36-40-11
 B-60 P-239 B-71 P-17 B-102 P-294 B-212 P-141 2020 TAX AMT 1772.76
 B-264 P-375 B-266 P-218 B -328 P-497(WD) B-333 P-297
 (WTR) B-338 P-340 B-359 P- 325(QC) B-366 P-62,63(QC'S)
 B-397 P-174(QC) 162647(QC) 164729(QC) 168523(SA)
 168524(WD)

2020 Taxes	\$1,772.76	Paid	\$.00	Taxes Due	\$1,772.76
2020 Other	.00	Paid	.00	Other Due	.00
				Other Years Due	.00
				Interest Due	.00
				Cert Amts Due	\$.00
TOTAL IS CORRECT ONLY IF PAID BY: 04/30/2021				Total Now Due	\$1,772.76

Assessed Owner:
 EMERICK BONNIE M. & JAMES W.
 SCHROFF
 P.O. BOX 308
 RICO CO 81332

AFFIDAVIT OF MAILING PUBLIC NOTICE LETTER

Town of Rico
Town of Rico
P.O. Box 9
Rico, Colorado, 81332

Re: Certification and Affidavit of Mailing Public Notice Letter for 204 E. Mantz Ave., Town of Rico.

I hereby declare that I, Bonnie Emerick, mailed a copy of the Town approved, enclosed public letter via U.S. First Class Mail, postage prepaid thereon on 2/12/2021 to the attached list of property owners. The public notice letter was prepared and mailed in accordance with the public noticing requirements of the Rico Land Use Code. The public notice letter was placed in the mail on 2/12/2021, which was 20 days prior to the public hearing(s) to be held on (dates of Rico Planning Commission meeting and Rico Board of Trustees meeting) March 10, 2021. The list of property owners includes all lot and condominium property owners located within 200 feet of the boundary of the existing or proposed lot(s). The adjacent property owner list was compiled from the Dolores County GIS website or Assessors Office.

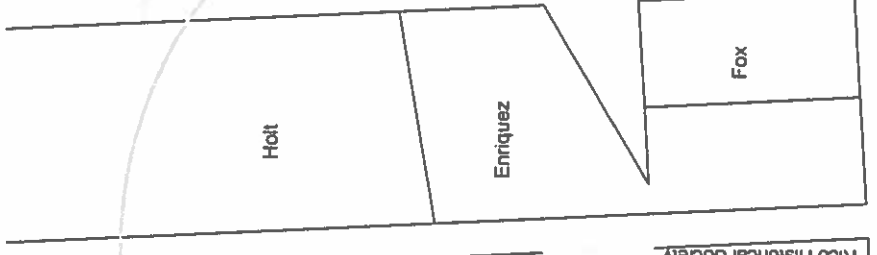
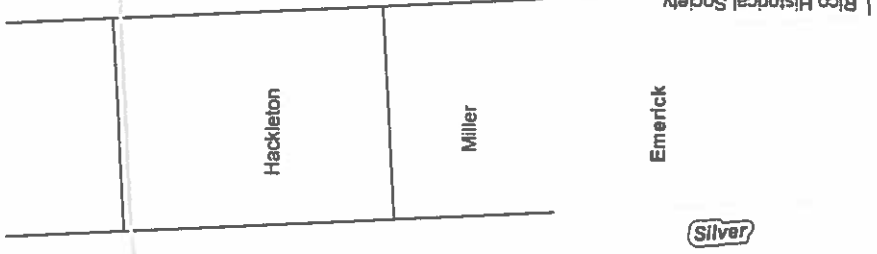
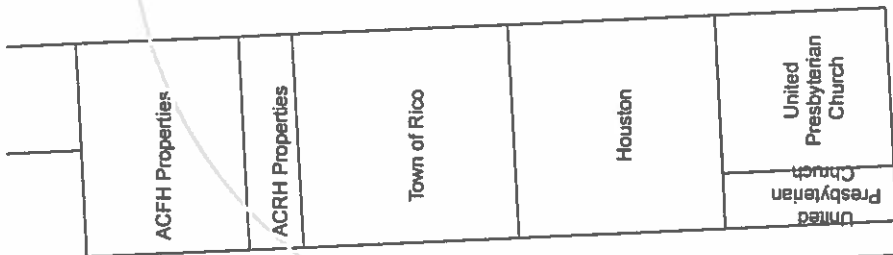
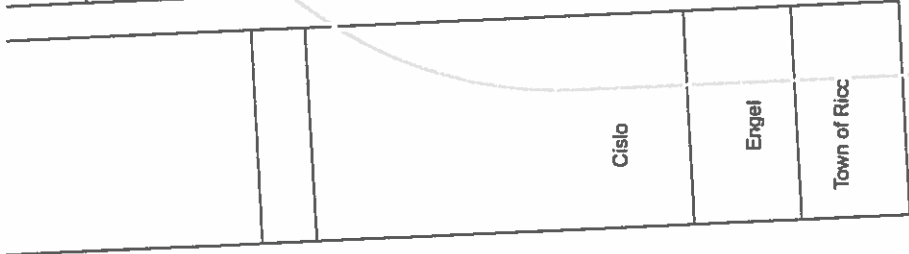
Attached is the copy of the noticing letter, list of all property owners noticed, including their lot number and mailing address, a copy of the vicinity map mailed with the noticing letter, and a map showing all lots that were included within the 200 foot noticing area.

I declare under penalty of perjury under the laws of the State of Colorado that the foregoing is true and correct.





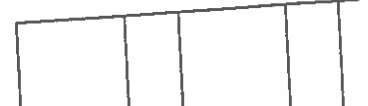
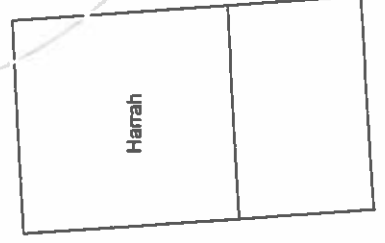
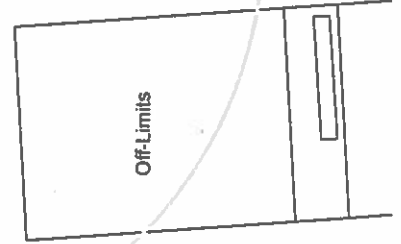
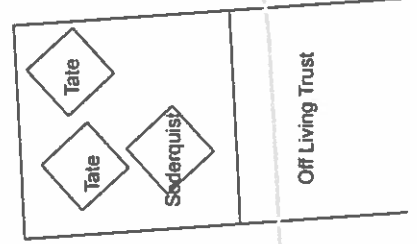
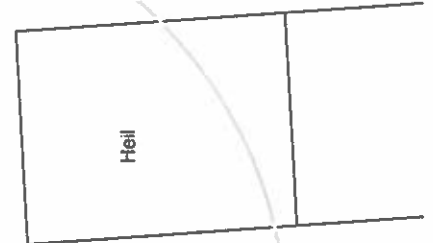
Commercial



Mand

Silver

Garfield



Parcel	Owner Name	Mailing Address	City	ST	Zip Code	Property Address
504736216049	HEIL JOLYNN H. & ERIC J. HEIL (JT)	1022 SUMMIT DRIVE	DILLON	CO	804350000	209 E. MANTZ AVE
504736211028	ENRIQUEZ MICHAEL PETER	P.O. BOX 127	RICO	CO	813320000	212 E. MANTZ AVE
504736210011	UNITED PRESBYTERIAN CHURCH	P.O. BOX 208	RICO	CO	813320000	116 E. MANTZ AVE CHURCH
504736210010	UNITED PRESBYTERIAN CHURCH	P.O. BOX 208	RICO	CO	813320000	110 E. MANTZ MANSE
504701100002	SAN JUAN NATIONAL FOREST	15 BURNETTE COURT	DURANGO	CO	813010000	48540 HWY 145
504736211023	HOLT FAMILY TRUST	P.O. BOX 30	GILA BEND	AZ	853370030	35 N. GARFIELD STREET
504736211015	MILLER KAREL A.	14942 C.R. 25	DOLORES	CO	813230000	16 N. SILVER STREET
504736211025	HACKLETON LYNDIA & O'HARA	P.O. BOX 14	RICO	CO	813320000	20 N. SILVER STREET
504736210021	HOUSTON ALAN F. LIVING TRUST	BOX 35	CENTER SANDWICH	NH	032274349	9 N. SILVER STREET
504736210014	RICO TOWN OF	P.O. BOX 56	RICO	CO	813320000	17 N. SILVER STREET
504736210019	ACFH PROPERTIES, LLC	441 COLORADO AVE.	GRAND JUNCTION	CO	815010000	27 N. SILVER ST.
504736210015	ACFH PROPERTIES, LLC	441 COLORADO AVE.	GRAND JUNCTION	CO	815010000	23 N. SILVER STREET
504736210025	CISLO TODD J. & STACEY REED (JT)	2645 EAST MATTERHORN DRIVE	FLAGSTAFF	AZ	860010000	18 N. COMMERCIAL ST.
504736210024	ENGEL PATRICIA ANN	P.O. BOX 62	RICO	CO	813320000	NORTH COMMERCIAL
504736210009	RICO TOWN OF	P.O. BOX 56	RICO	CO	813320000	2 N. COMMERCIAL STREET
504736200018	HOLT DUANE & JUDY HOLT FAMILY TRUST	P.O. BOX 30	GILA BEND	AZ	853370030	LOT 8 VAN WINKLE SUB-DIV
504736211027	EMERICK BONNIE M. & JAMES W.	P.O. BOX 308	RICO	CO	813320000	204 E. MANTZ AVE
504736211010	RICO HISTORICAL SOCIETY	P.O. BOX 281	RICO	CO	813320000	208 E. MANTZ AVE
504736211012	FOX BRADLEY T. & KRISTINA T. FOX	P.O. BOX 1305	DURANGO	CO	813020000	214 E. MANTZ AVE.
504736216036	TATE DALE R.	2015 SPREADING BOUGH LN.	RICHMOND	TK	774061860	201 E. MANTZ AVE
504736216044	OFF LIVING TRUST HAROLD C. &	1209 EAST 24TH STREET	FARMINGTON	NM	874010000	16 S. SILVER STREET
504736212004	GIBSON JEFFREY G. 2008 FAMILY	9225 SHAWNEE RUN ROAD	CINCINNATI	OH	452430000	302 E. MANTZ AVE
504736216041	TATE CHARLES EUGENE	P.O. BOX 1522	VAN	TX	757900000	201 E. MANTZ AVE
504736216042	SODERQUIST TY D.	880 - 20.5 ROAD	FRUITA	CO	815210000	201 E. MANTZ AVE
504736217002	HABRAH DARLA JOANNE	1226 S. MONACO PKWY #306	DENVER	CO	802240000	2 S. COMMERCIAL STREET
504736217001	OFF-LIMITS, LLC	2029 SORRENTO PLACE	LAS CRUCES	NM	880050000	3 S. SILVER STREET

NOTICE OF PENDING PERMIT APPLICATION FOR AN ENCROACHMENT AGREEMENT

Date: 2/12/2021

RE: Public hearing on an application for an encroachment agreement

Dear Property Owner,

You are receiving this public notice as required by the Town of Rico Land Use Code because you own property within 200 feet of an encroachment agreement. The fixed encroachment agreement is being made between the town and the owners of 204 E. Mantz Ave. Specifically, on lot 26, there is a historic shed; the shed is over the town property line on two sides and by about 2 feet (as shown on the attached survey). It is understood that if the historic shed were to collapse, it would not be rebuilt.

Name of Applicant: Bonnie Emerick & James Schroff

Type of Development Application(s): none: fixed encroachment application

Legal Description: Lot 26 (204 E. Mantz Ave.)

Address: Rico, Colorado

Lot or Site Size: Lot 26

Review Authority: Rico Board of Trustees

Rico Planning Commission Hearing Date: _March 10_____, 2021

Board of Trustee's Hearing Date: _March 10_____, 2021

Location of Public Hearing: Rico Town Hall, 2 Commercial Street, Rico Colorado, 81332

Send emailed comments addressed to the townmanager@ricocolorado.gov

Or by surface mail to:

Kari Distefano

Town of Rico

PO Box 9

Rico Colorado, 81332

After Recording Return To:
PARTNERS UNITED FINANCIAL, LLC
4000 W BROWN DEER ROAD
MILWAUKEE, WI 53209
ATTN: TRAILING DOCUMENTS

Prepared By:
LAURENCE J MURPHY
PARTNERS UNITED FINANCIAL, LLC
250 EAST WILSON BRIDGE ROAD, SUITE 110
WORTHINGTON, OH 43085
(414) 716-2710

[Space Above This Line For Recording Data]

DEED OF TRUST

EMERICK
Loan #: 77618069279
MIN: 101382700000789205
MERS Phone: 1-888-679-6377
PIN: 504736211027
Case #: 052-960990-703

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 10, 12, 17, 19 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 15.

- (A) "Security Instrument" means this document, which is dated JANUARY 31, 2019, together with all Riders to this document.
- (B) "Borrower" is BONNIE M EMERICK AND JAMES W SCHROFF, WIFE AND HUSBAND. Borrower is the trustor under this Security Instrument. Borrower's current mailing address is 116 N. GARFIELD ST, RICO, CO 81332 UNITED STATES.
- (C) "Lender" is PARTNERS UNITED FINANCIAL, LLC Lender is a LIMITED LIABILITY CORPORATION organized and existing under the laws of DE. Lender's address is 250 EAST WILSON BRIDGE ROAD, SUITE 110, WORTHINGTON, OH 43085.
- (D) "Trustee" is the Public Trustee of DOLORES County, Colorado.
- (E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.
- (F) "Note" means the promissory note signed by Borrower and dated JANUARY 31, 2019. The Note states that Borrower owes Lender TWO HUNDRED NINETY-NINE THOUSAND SIX HUNDRED FIFTY-THREE AND 00/100 Dollars (U.S. \$299,653.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than FEBRUARY 1, 2049.
- (G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."
- (H) "Loan" means the debt evidenced by the Note, plus interest, late charges due under the Note, and all sums due under this Security Instrument, plus interest.

FHA Colorado Deed of Trust - 0W15
19163.13

Page 1 of 14



77628060279

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower (check box as applicable):

- Adjustable Rate Rider Condominium Rider Planned Unit Development Rider
 Other(s) [specify]

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation, or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (12 C.F.R. Part 1024), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Secretary" means the Secretary of the United States Department of Housing and Urban Development or his designee.

(S) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower, in consideration of the debt and the trust herein created, irrevocably grants and conveys to Trustee,

77618060279

in trust, with power of sale, the following described property located in the COUNTY of DOLORES:
SEE ATTACHED LEGAL DESCRIPTION, EXHIBIT A
 which currently has the address of 204 E MANTS AVE, RICO, Colorado 81332 ("Property Address"):

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances, and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument, but, if necessary to comply with law or custom, MERS (as nominee for Lender and Lender's successors and assigns) has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing and canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record and liens for taxes for the current year not yet due and payable.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. **Payment of Principal, Interest, Escrow Items, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3. Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 14. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.




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2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority:

First, to the Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly mortgage insurance premiums;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and,

Fifth, to late charges due under the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums to be paid by Lender to the Secretary or the monthly charge by the Secretary instead of the monthly Mortgage Insurance premiums. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 14 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or

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Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice, which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower

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acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. Occupancy. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that this requirement shall cause undue hardship for the Borrower or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allow the Property to deteriorate or commit waste on the Property. Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in

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value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

If condemnation proceeds are paid in connection with the taking of the property, Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts, and then to payment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments or change the amount of such payments.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. Borrower shall not surrender the leasehold estate and interests herein conveyed or terminate or cancel the ground lease. Borrower shall not, without the express written consent of Lender, alter or amend the

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ground lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 18, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned

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and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

12. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 17, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 19) and benefit the successors and assigns of Lender.

13. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. Lender may collect fees and charges authorized by the Secretary. Lender may not charge fees that are expressly prohibited by this Security Instrument, or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment with no changes in the due date or in the monthly payment amount unless the Note holder agrees in writing to those changes. Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

14. Notices. All notices given by Borrower or Lender in connection with this Security Instrument

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must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

15. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

16. Borrower's Copy. Borrower shall be given one copy of the Note and of this Security Instrument.

17. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 17, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 14 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

18. Borrower's Right to Reinstatement After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to reinstatement of a mortgage. Those conditions are that Borrower: (a) pays

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Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. However, Lender is not required to reinstate if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceedings; (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 17.

19. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 14) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 17 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 19.

20. Borrower Not Third-Party Beneficiary to Contract of Insurance. Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower acknowledges and agrees that the Borrower is not a third party beneficiary to the contract of insurance between the Secretary and Lender, nor is Borrower entitled to enforce any agreement between Lender and the Secretary, unless explicitly authorized to do so by Applicable Law.

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21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances; gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents; materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 17 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to restate after acceleration and the right to assert in the foreclosure proceeding the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of the occurrence of an event of default and of Lender's election to cause the Property to be sold. Lender shall mail a copy of the notice to Borrower as provided in Section 14. Trustee shall record a copy of the notice in the county in which the Property is located. Trustee shall publish a notice of sale for the time

77618060279

and in the manner provided by Applicable Law and shall mail copies of the notice of sale in the manner prescribed by Applicable Law to Borrower and to the other persons prescribed by Applicable Law. After the time required by Applicable Law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's certificate describing the Property and the time the purchaser will be entitled to Trustee's deed. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. Release. Upon payment of all sums secured by this Security Instrument, Lender shall request that Trustee release this Security Instrument and shall produce for Trustee, duly cancelled, all notes evidencing debts secured by this Security Instrument. Trustee shall release this Security Instrument without further inquiry or liability. Borrower shall pay any recordation costs and the statutory Trustee's fees.

24. Waiver of Homestead. Borrower waives all right of homestead exemption in the Property.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

 1/31/19
- BORROWER - BONNIE M EMERICK - DATE -

 1-31-19
- BORROWER - JAMES W SCHROFF - DATE -

UNRECORDED

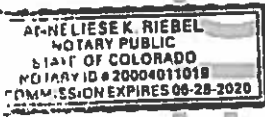
77618060279

(Space Below This Line For Acknowledgment)

State of Colorado)
County of Sunmit)

The foregoing instrument was acknowledged before me this 31st day of January 2019 by
Bonnie M Emersch and James W Schreff

Witness my hand and official seal.



Anneliese K. Riebel
Notary Public
Notary Public (Title or Rank)
20004011019 (Serial Number, if any)
My Commission Expires: 6/28/2020

Individual Loan Originator: JOSEPH WHITLOCK, NMLSR ID: 858990
Loan Originator Organization: PARTNERS UNITED FINANCIAL, LLC, NMLSR ID: 1508619

UNOFFICIAL DOCUMENT

[Handwritten Signature]

[Handwritten Initials]

Escrow File No.: 1949CEA

EXHIBIT "A"

The W 1/2 of Lot 22 and all of Lots 23, 24, 25 and 26, Block 16, Townsite of Rico, according to the plat thereof filed for record in the office of the Clerk and Recorder, County of Dolores, State of Colorado

TOGETHER WITH any portion of said property lying within the boundary of the Gulch Lode, MS 1513, Pioneer Mining District, County of Dolores, State of Colorado.

UNOFFICIAL
DOCUMENT



RIGHT-OF-WAY ENCROACHMENT AGREEMENT

THIS AGREEMENT, made and entered into effective the ___ day of February 2021, by and between: the **Town of Rico**, a Colorado home rule town, (Town); and **Bonnie M. Emerick and James W. Schroff** (Licensee).

RECITALS

WHEREAS, Licensee owns the real property located at 204 East Mantz Avenue with a legal description of:

The W 1/2 of Lot 22 and all of Lots 23, 24, 25 and 26, Block 16, Townsite of Rico, according to the plat thereof filed for record in the office of the Clerk and Recorder and County of Dolores, State of Colorado TOGETHER WITH any portion of said property lying within the boundary of the Gulch Lode, MS 1513, Pioneer Mining District, County of Dolores, State of Colorado,

evidenced by a Warranty Deed recorded in the Dolores County Clerk and Recorder at Reception No. 168524 on February 1, 2019 (Property).

WHEREAS, the shed located on the East side of Lot 26 extends onto the Town of Rico Alley approximately 1 foot for approximately 231 feet in length as depicted on the Improvement Survey Plat dated December 10, 2018 by Foley Associates, Inc. attached hereto as **Exhibit A** (Encroachment Area);

WHEREAS, Licensee and Town desires to enter into this agreement to memorialize the fixed encroachment so the Property has free and clear title concerning any encroachment or trespass issues in contemplation of a sale of the Property; and

NOW, THEREFORE, in consideration of the recitals above, and the mutual covenants and agreements between the parties hereto, it is mutually agreed as follows:

1. **Grant of License.** The Town grants to Licensee permission to enter upon the Town right-of-way and to use the Encroachment Area described above (License), subject to the terms, conditions, and limitations of this Agreement. The License granted in this Agreement shall be subject to all existing utility easements, if any, located within the Town right-of-way, or any other easements, conditions, covenants, or restrictions of record.
2. **Term.** This License shall continue until terminated under paragraph 8, below.
3. **Consideration.** The consideration for this License is \$150.00 which has been received by the Town.
4. **No Real Property Interest.** Licensee understands, acknowledges, and agrees that this Agreement does not create an interest or estate in Licensee's favor in the Town right-of-way. The Town retains legal possession of the full boundaries of its right-of-way and this

Agreement merely grants to Licensee the privilege to use the Encroachment Area described above throughout the term of this Agreement.

No Vested Right. Notwithstanding any expenditure of money, time, or labor by Licensee on or within the Encroachment Area, this Agreement shall not create an assignment coupled with an interest or any vested rights in favor of Licensee. Licensee shall expend any time, money, or labor on or in the Encroachment Area at Licensee's own risk and peril.

5. Limited Scope. The License granted to Licensee is limited in scope to the use of the existing portion of the shed that is located within the Encroachment Area and any improvements thereto. Licensee shall not have the right to expand the Encroachment Area or alter or change Licensee's use of the Encroachment Area without the Town's prior written consent.
6. Assignment. The License is transferable only upon the conveyance of the property and shall run with the land unless revoked by the Town. This agreement shall be binding on the parties to this Agreement and their respective successors and permitted assigns.
7. Termination. This agreement and the License granted by it to Licensee shall terminate upon any substantial breach of this Agreement or upon the complete destruction of the any shed such that the portion of the shed located within the Encroachment Area no longer exists.
8. No Compensation to Owner. In the event of termination of this Agreement, Licensee shall not be entitled to receive a refund of any portion of the consideration paid for this Agreement, nor shall Licensee be entitled to any compensation or reimbursement for any costs or expenses incurred in any way arising from this Agreement or relating to the construction, installation, maintenance, or removal of improvements in the Encroachment Area, nor any monetary damages of any kind.
9. Removal of Encroachment on Termination. When this Agreement and the License granted by this Agreement to Licensee is terminated, Licensee shall remove, at the option of the Town, at Licensee's sole cost and expense, all encroachments or improvements owned or maintained by Licensee in the Town right-of-way. If Licensee fails to exercise its duties under this paragraph, the Town shall have the right to remove the encroachments or improvements and restore the Town right-of-way, the full and complete cost of which shall be borne by Licensee. Licensee shall reimburse the Town its full cost and expense for any such removal or restoration.
10. Recording Notice of Termination. Upon termination of this Agreement, the Town may cause a written Notice of Termination to be recorded with the Dolores County Clerk and Recorder.
11. Insurance. Licensee shall maintain during the term of this Agreement, at Licensee's sole cost, a policy, or policies of comprehensive general liability coverage on an occurrence basis in an amount adequate to protect the Town and public from harm.
12. Compliance with Law. Licensee shall adhere to and comply with all ordinances, laws,

rules, and regulations that may pertain to or apply to the Encroachment Area and Licensee's use of the Encroachment Area.

13. Indemnification. To the fullest extent permitted by law, Licensee agrees to indemnify, defend, save, and hold the Town, its officers, agents, servants, employees, boards, and commissions harmless from and against:
 - a. Damage to Licensee's Property. Any claims, loss, or damage (including reasonable attorneys' fees) to Licensee's encroaching improvements or any property belonging to or rented by Licensee, its officers, servants, agents, or employees, which may be stolen, destroyed, or in any way damaged by any cause.
 - b. Damage to Others. Any claims, suits, judgments, costs, attorneys' fees, loss, liability, damage, or other relief, including but not limited to workers' compensation claims, to any person or property in any way resulting from or arising out of the existence of this Agreement or the existence, maintenance, use or location of Licensee's encroaching improvements within the Town right-of-way. In the event of any action against the Town, its officers, agents, servants, employees, boards, or commissions covered by the foregoing duty to indemnify, defend, and hold harmless, such action shall be defended by legal counsel of the Town's choosing.
 - c. Mechanic's Lien. Any loss, liability, claim, or suit arising from the foreclosure, or attempted foreclosure, of a mechanic's or materialmen's lien for goods delivered to Licensee or work performed by or for Licensee upon or at the Encroachment Area or Licensee's property. Such indemnification shall include the Town's reasonable attorneys' fees incurred in connection with any such loss, claim or suit. The provisions of this paragraph shall survive any termination or expiration of this Agreement.
16. Breach and Limits on Damages. If either party violates or breaches any term of this Agreement, such violation or breach shall be deemed to constitute a default, and the other party shall have the right to seek such administrative, contractual or legal remedies as may be suitable for such violation or breach; provided, however, that in no event shall the Town be liable to Licensee for monetary damages of any kind relating to or arising from any breach of this Agreement, and that no action of any kind shall be commenced by Licensee against the Town for monetary damages. If any legal action is brought by the Town for the enforcement of any of the obligations of Licensee related to or arising from this Agreement and the Town is the prevailing party in such action, the Town shall be entitled to recover from Licensee reasonable interest and attorneys' fees.
17. Miscellaneous.
 - a. Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado, and any legal action concerning the provisions hereof shall be brought in Dolores County, Colorado.
 - b. No Waiver. Delays in enforcement or the waiver of any one or more defaults or

breaches of this Agreement by any Party shall not constitute a waiver of any of the other terms or obligation of this Agreement.

- c. Integration. This Agreement constitutes the entire agreement between the Parties, superseding all prior oral or written communications.
- d. Notice. Any notice under this Agreement shall be in writing and shall be deemed sufficient when directly presented or sent pre-paid, first class U.S. Mail to the Party at the address set forth on the first page of this Agreement.
- e. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be unlawful or unenforceable for any reason, the remaining provisions hereof shall remain in full force and effect.
- f. Modification. This Agreement may only be modified or amended upon written agreement of the Parties. No agent, employee, or representative of either Party is authorized to modify any term of this Agreement, either directly or implied by a course of action.
- g. Governmental Immunity. Both Parties and their officers, attorneys, and employees, are relying on, and do not waive or intend to waive by any provision of this Agreement, the monetary limitations or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq., as amended, or otherwise available to the Parties and their officers, attorneys, or employees.

IN WITNESS WHEREOF,

TOWN OF RICO, COLORADO

Barbara Betts

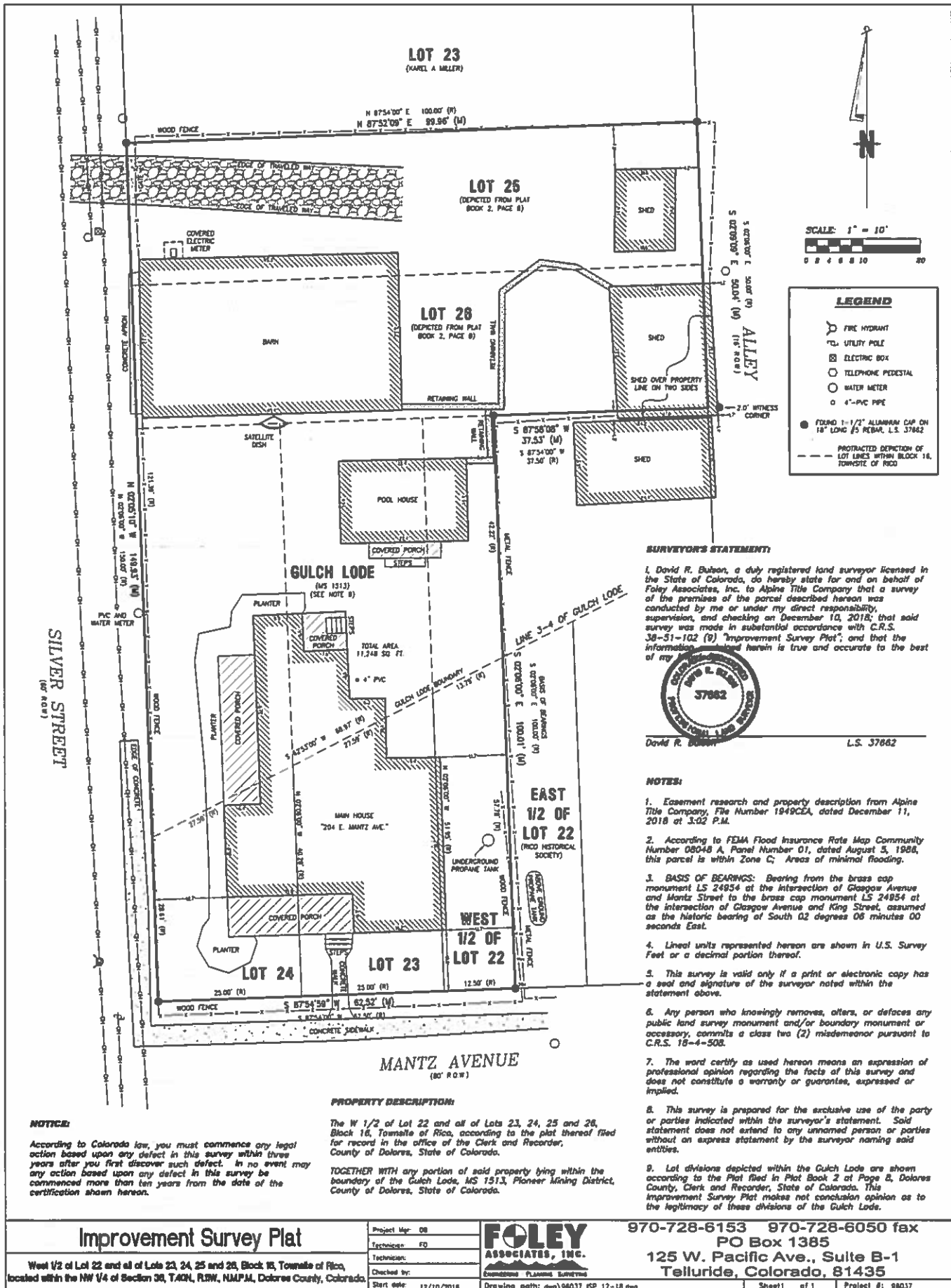
ATTEST:

Linda Yellowman, Clerk

LICENSEE:

Bonnie M. Emerick

James W. Schroff



LOT 23
(KAREL A MILLER)

LOT 25
(DEPICTED FROM PLAT BOOK 2, PAGE 8)

LOT 26
(DEPICTED FROM PLAT BOOK 2, PAGE 8)

GULCH LODGE
(MS 1513)
(SEE NOTE 8)

EAST 1/2 OF LOT 22
(RICO HISTORICAL SOCIETY)

WEST 1/2 OF LOT 22

LOT 24

MANTZ AVENUE
(80' R.O.W.)

SILVER STREET
(40' R.O.W.)



LEGEND

- FIRE HYDRANT
- UTILITY POLE
- ELECTRIC BOX
- TELEPHONE PESTADAL
- WATER METER
- 4" PVC PIPE
- FOUND 1-1/2" ALUMINUM CAP ON 18" LONG 1/2" REBAR, L.S. 37862

PROTRACTED DEPICTION OF LOT LINES WITHIN BLOCK 16, TOWNSHIP OF RICO

SURVEYOR'S STATEMENT:

I, David R. Bulson, a duly registered land surveyor licensed in the State of Colorado, do hereby state for and on behalf of Foley Associates, Inc. to Alpine Title Company that a survey of the premises of the parcel described hereon was conducted by me or under my direct responsibility, supervision, and checking on December 10, 2018; that said survey was made in substantial accordance with C.R.S. 38-31-102 (9) "Improvement Survey Plat"; and that the information contained herein is true and accurate to the best of my knowledge and belief.



David R. Bulson L.S. 37862

NOTES:

1. Easement research and property description from Alpine Title Company, File Number 1949CA, dated December 11, 2018 at 3:02 P.M.
2. According to FEMA Flood Insurance Rate Map Community Number 08048 A, Panel Number 01, dated August 3, 1986, this parcel is within Zone C; Areas of minimal flooding.
3. BASIS OF BEARINGS: Bearing from the brass cap monument LS 24854 at the intersection of Glasgow Avenue and Mantz Street to the brass cap monument LS 24854 at the intersection of Glasgow Avenue and King Street, assumed as the historic bearing of South 02 degrees 08 minutes 00 seconds East.
4. Lineal units represented hereon are shown in U.S. Survey Feet or a decimal portion thereof.
5. This survey is valid only if a print or electronic copy has a seal and signature of the surveyor noted within the statement above.
6. Any person who knowingly removes, alters, or defaces any public land survey monument and/or boundary monument or accessory, commits a class two (2) misdemeanor pursuant to C.R.S. 18-4-508.
7. The word certify as used hereon means an expression of professional opinion regarding the facts of this survey and does not constitute a warranty or guarantee, expressed or implied.
8. This survey is prepared for the exclusive use of the party or parties indicated within the surveyor's statement. Said statement does not extend to any unnamed person or parties without an express statement by the surveyor naming said entities.
9. Lot divisions depicted within the Gulch Lodge are shown according to the Plat filed in Plat Book 2 at Page 8, Dolores County, Clerk and Recorder, State of Colorado. This Improvement Survey Plat makes no conclusion opinion as to the legitimacy of these divisions of the Gulch Lodge.

PROPERTY DESCRIPTION:

The W 1/2 of Lot 22 and all of Lots 23, 24, 25 and 26, Block 16, Townsite of Rico, according to the plat thereof filed for record in the office of the Clerk and Recorder, County of Dolores, State of Colorado.

TOGETHER WITH any portion of said property lying within the boundary of the Gulch Lodge, MS 1513, Pioneer Mining District, County of Dolores, State of Colorado.

NOTICE:

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

Improvement Survey Plat

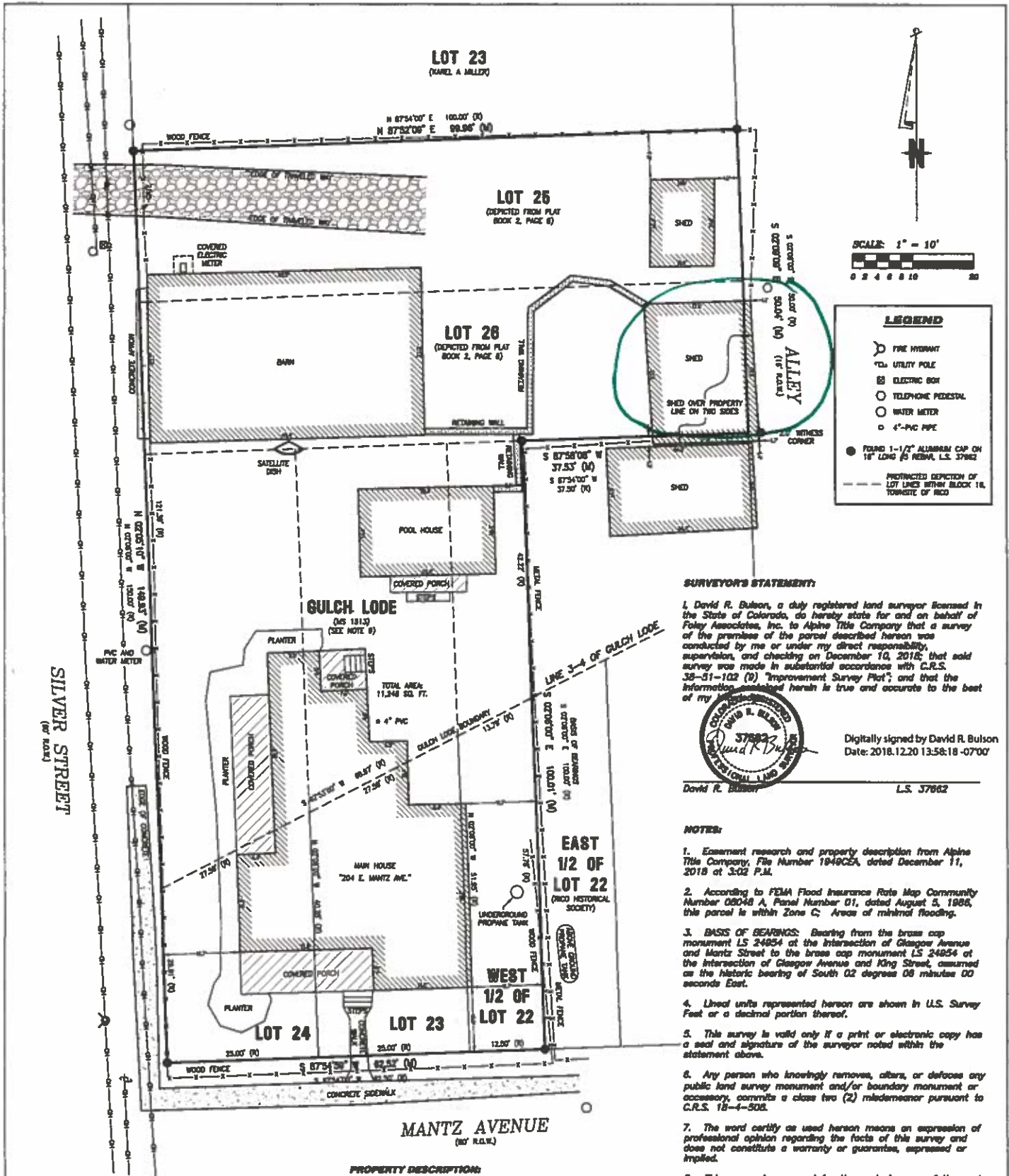
West 1/2 of Lot 22 and all of Lots 23, 24, 25 and 26, Block 16, Townsite of Rico, located within the NW 1/4 of Section 36, T40N, R10W, NMPM, Dolores County, Colorado.

Project Mgr:	DB
Technician:	FD
Checked by:	
Start date:	12/10/2018

FOLEY ASSOCIATES, INC.
CONCRETE PLANNING SURVEYING

970-728-6153 970-728-6050 fax
PO Box 1385
125 W. Pacific Ave., Suite B-1
Telluride, Colorado, 81435

Sheet 1 of 1 Project #: 98037



LEGEND

- ⊕ FIRE HYDRANT
- ⊕ UTILITY POLE
- ⊕ ELECTRIC BOX
- ⊕ TELEPHONE PEDESTAL
- ⊕ WATER METER
- ⊕ 4" PVC PIPE
- FOUND 1-1/2" ALUMINUM CAP ON 18" LONG 1/2" REBAR, L.S. 37862
- - - - - PROTECTED DEVIATION OF LOT LINES WITHIN BLOCK 18, TOWNSHIP OF RICO

SURVEYOR'S STATEMENT:

I, David R. Bulson, a duly registered land surveyor licensed in the State of Colorado, do hereby state for and on behalf of Foley Associates, Inc. to Alpine Title Company that a survey of the premises of the parcel described hereon was conducted by me or under my direct responsibility, supervision, and checking on December 10, 2018; that said survey was made in substantial accordance with C.R.S. 38-51-102 (1) "Improvement Survey Plat"; and that the information contained herein is true and accurate to the best of my knowledge.



Digitally signed by David R. Bulson
Date: 2018.12.20 13:58:18 -07'00'

David R. Bulson L.S. 37862

- NOTES:**
1. Easement research and property description from Alpine Title Company, File Number 1949C5A, dated December 11, 2018 at 3:02 P.M.
 2. According to FEMA Flood Insurance Rate Map Community Number 08048 A, Panel Number 01, dated August 5, 1986, this parcel is within Zone C, Areas of minimal flooding.
 3. **BASIS OF BEARINGS:** Bearing from the brass cap monument LS 24854 at the intersection of Glasgow Avenue and Mantz Street to the brass cap monument LS 24854 at the intersection of Glasgow Avenue and King Street, assumed as the historic bearing of South 02 degrees 08 minutes 00 seconds East.
 4. Lined units represented hereon are shown in U.S. Survey Feet or a decimal portion thereof.
 5. This survey is valid only if a print or electronic copy has a seal and signature of the surveyor noted within the statement above.
 6. Any person who knowingly removes, alters, or defaces any public land survey monument and/or boundary monument or accessory, commits a class two (2) misdemeanor pursuant to C.R.S. 18-4-508.
 7. The word *certify* as used hereon means an expression of professional opinion regarding the facts of this survey and does not constitute a warranty or guarantee, expressed or implied.
 8. This survey is prepared for the exclusive use of the party or parties indicated within the surveyor's statement. Said statement does not extend to any unnamed person or parties without an express statement by the surveyor naming said entities.
 9. Lot divisions depicted within the Gulch Lode are shown according to the Plat filed in Plat Book 2 of Page 8, Dolores County, Clerk and Recorder, State of Colorado. This Improvement Survey Plat makes no conclusion opinion as to the legitimacy of these divisions of the Gulch Lode.

PROPERTY DESCRIPTION:

The W 1/2 of Lot 22 and all of Lots 23, 24, 25 and 26, Block 18, Townsite of Rico, according to the plat thereof filed for record in the office of the Clerk and Recorder, County of Dolores, State of Colorado.

TOGETHER WITH any portion of said property lying within the boundary of the Gulch Lode, MS 1513, Pioneer Mining District, County of Dolores, State of Colorado.

NOTICE:

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

Improvement Survey Plat

West 1/2 of Lot 22 and all of Lots 23, 24, 25 and 26, Block 18, Townsite of Rico, located within the NW 1/4 of Section 36, T40N, R13W, NMPM, Dolores County, Colorado.

Project No:	08
Technician:	FD
Checked by:	
Start date:	11/16/2018



970-728-6153 970-728-6050 fax
PO Box 1385
125 W. Pacific Ave., Suite B-1
Telluride, Colorado, 81435

Complete & Compliant Letter –
Minor Subdivision & Re-
subdivision Application



March 1st, 2021

Rebecca Adams & Gordon Mortensen
P.O. Box 148
Rico Colorado, 81332

RE: Lots 11-14, Block B, Town of Rico, T.40 N., R.9 W., NMPM, Dolores County Colorado

Dear Applicants,

The Town of Rico has received an application for a Re-subdivision and land trade of the above mentioned lots. Staff has performed an initial review of this application and at this time the application is complete and compliant. This determination does not preclude the Town from determining following an additional review at a subsequent time, that the application is not complete or compliant. In such an event, the Town Staff would require the applicant to correct any deficiencies.

Pursuant to this determination that this application is complete and compliant, this application is scheduled for the March 10th, 2021 Rico Planning Commission meeting and the March 17th Rico Board of Trustee's meeting.

These applications include the following required components:



Attachments Required Minor Subdivision:

* One electronic (pdf) site plan showing the following signed and stamped by a surveyor licensed in the State of Colorado:

North Arrow and Scale	Notes
Legend	Mortgage consent if applicable
Vicinity Map	Dolores County Clerk's acceptance
Legal Description	Lot lines with dimensions and acreage
Surveyor's Certificate	Easements with dimensions
Title Insurance Company Certificate	Lot and street labels
County Treasurer's Certificate	Right-of-way dimensions
Dedication	Zone district labels
Approval by Rico Planning Commission	Adjoining lots with labels
Approval by Town of Rico	

Statement from County Treasurer showing the status of current taxes due on affected property

NA Letter of agency if applicant is other than the owner of the property

An application fee in the amount of \$750.00

A Certificate of Mailing with names, addresses, and property owned of property owners within 200 feet of subject property.

A copy of the deed for the property.

Date Application Received: 02-11-2021

Application Reviewed by KLD

Application Fee Received: 02-11-2021

Date of Hearing 03-10-2021 & 03-17-2021

Application Complete Yes*

Rico Planning Commission Action _____

Mailing Notice Complete Yes

Approval Subject to Conditions _____

Other comments:

* A 24"x 36" mylar as per Rico Land Use Code Section 544 will be required for recording if the re-subdivision is approved.

Minor Subdivision & Re-subdivision Application



Applicant Name Rebecca Adams and Gordon Mortensen Phone Number 917 327 9355

Address 324 N Piedmont St Unit A Cell Phone Number _____

Email rebecca002@gmail.com Fax Number _____

Street Address of Subject Property 314 N Piedmont, Rico, CO 81332

Legal Description of Subject Property Block B, Lot 11-14, Range 11, Township 40, Section 25, Book 340, Page 242, Dolores County

Zone District of Subject Property Residential

Attachments Required:

Two (2) 24" by 36" paper Plats (1) electronic (pdf) site plan showing the following signed and stamped by a surveyor licensed in the State of Colorado:

North Arrow and Scale	Notes
Legend	Mortgage consent if applicable
Vicinity Map	Dolores County Clerk's acceptance
Legal Description	Lot lines with dimensions and acreage
Surveyor's Certificate	Easements with dimensions
Title Insurance Company Certificate	Lot and street labels
County Treasurer's Certificate	Right-of-way dimensions
Dedication	Zone district labels
Approval by Rico Planning Commission	Adjoining lots with labels
Approval by Town of Rico	

-
- Statement from County Treasurer showing the status of current taxes due on affected property
 - Letter of agency if applicant is other than the owner of the property
 - An application fee in the amount of \$750.00
 - A Certificate of Mailing with names, addresses, and property owned of property owners within 200 feet of subject property.
 - A copy of the deed for the property.

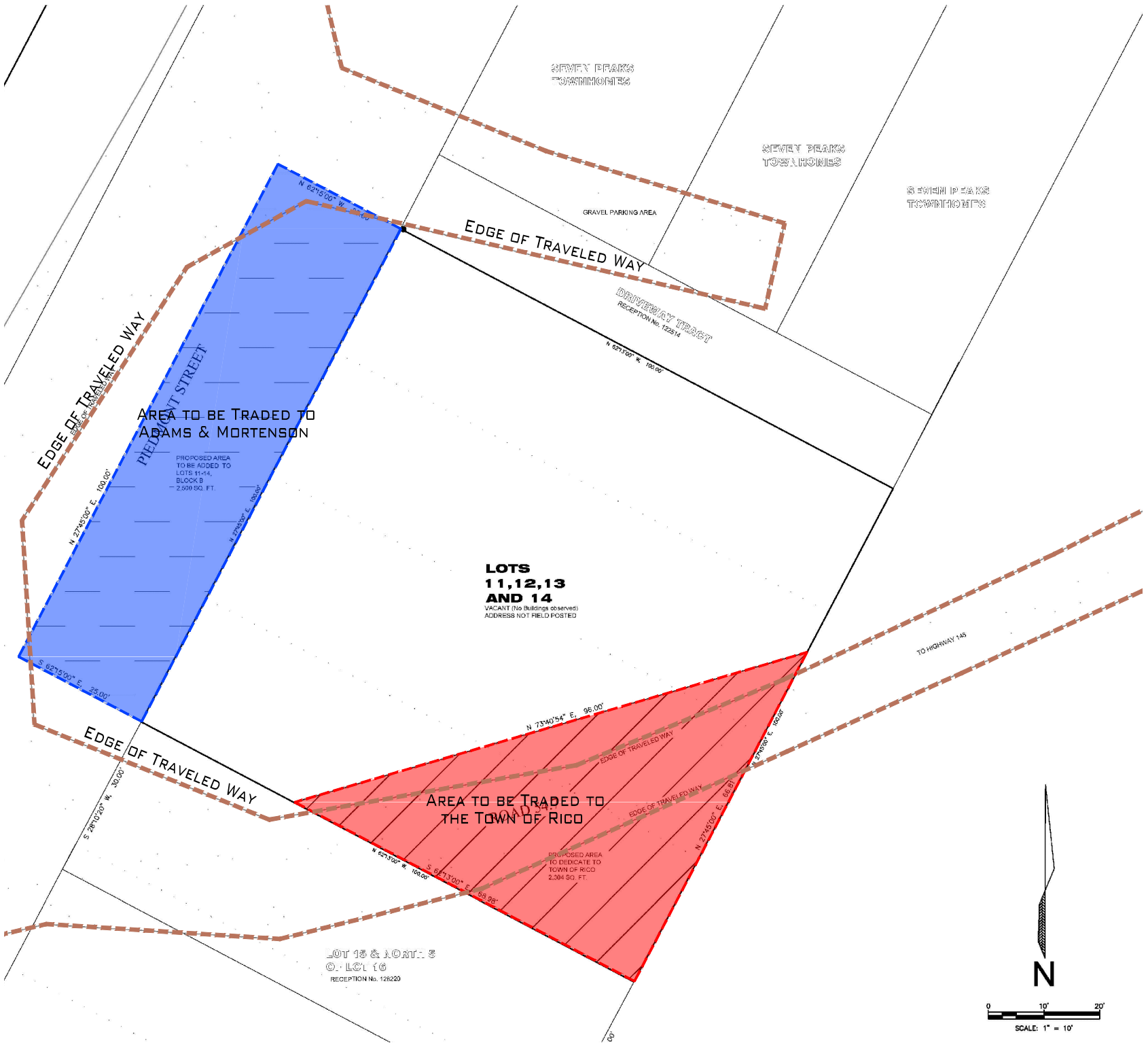
I swear that the information provided in this application is true and correct and that I am the owner of the property or otherwise authorized to act on behalf of the owner of the property.

Signature: Rebecca R Adams Date 02/2/2021

Date Application Received <u>2-11-2021</u>	Application Reviewed by <u>KLO</u>
Application Fee Received <u>2-11-2021</u>	Date of Hearing <u>3-10-21 + 3-17-21</u>
Application Complete <u>2-11-2021</u>	Rico Planning Commission Action _____
Mailing Notice Complete <u>2-11-2021</u>	Approval Subject to Conditions _____

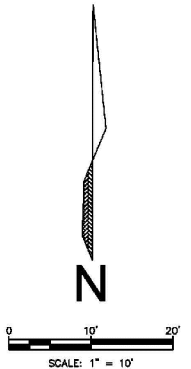
Other comments:

A 24"x 36" mylar will be required for recording if the subdivision is approved.



**LOTS
11,12,13
AND 14**
VACANT (No Buildings observed)
ADDRESS NOT FIELD POSTED

LOT 15 & MONT. 5
LOT 16
RECEPTION No. 126220



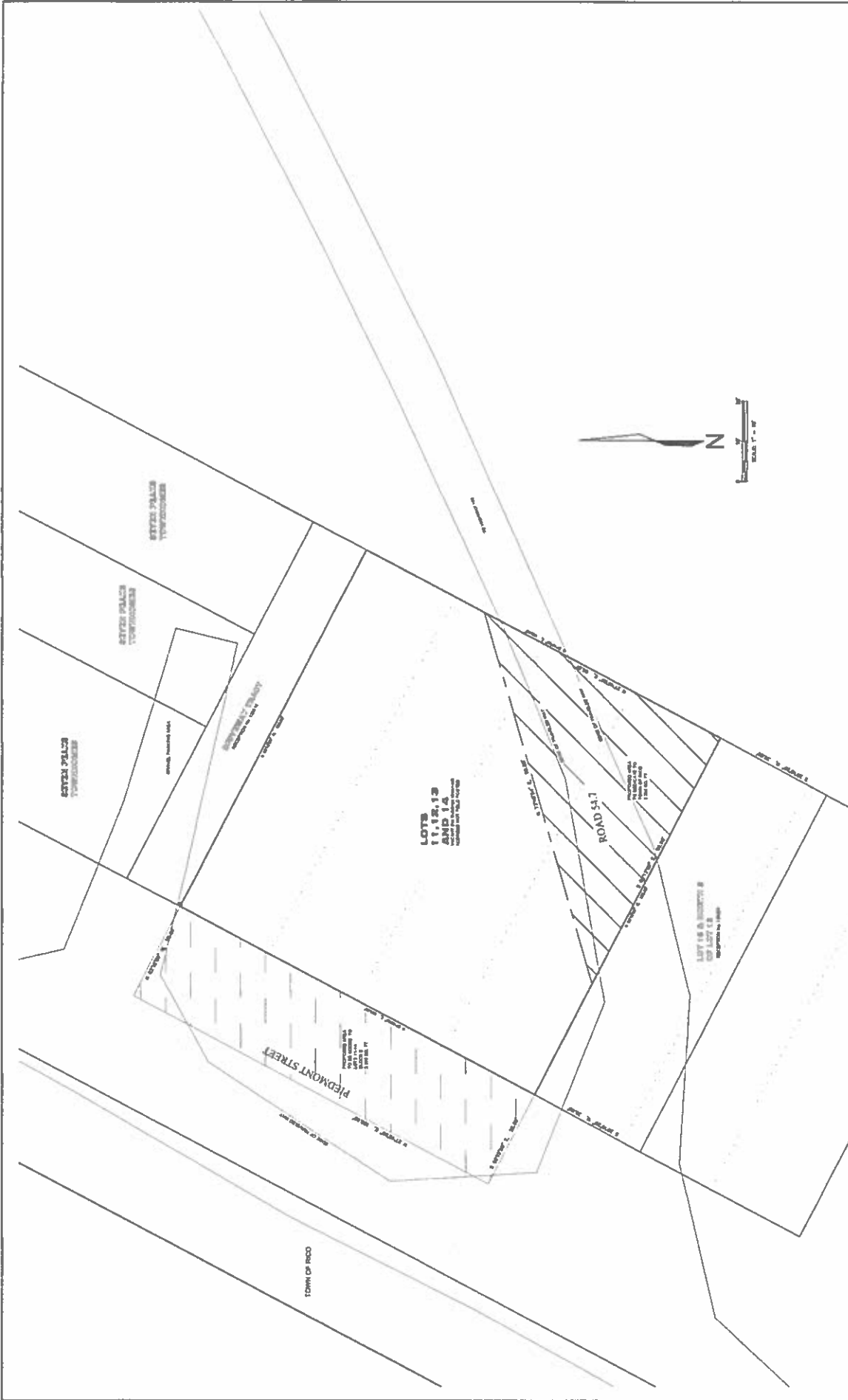


EXHIBIT FOR PROPOSED LAND TRADE IN THE TOWN OF RICO,
 DOLORES COUNTY, COLORADO.

DATE: 1/27/2021	JOB# 20039
DRAWN BY: JC	SHEET 1 OF 1
CHECKED BY: JCC	

ALL POINTS LAND SURVEY L.L.C.
 PO BOX 754 OPHIR, COLORADO 81435 (970) 708-9694

REAL ESTATE PROPERTY
 JANIE STIASNY
 DOLORES COUNTY TREASURER
 PO BOX 421
 DOVE CREEK, CO 81324

JANUARY 2, 2021
 TAX NOTICE FOR 2020

3569

(970) 677-2386
 dctreas@fone.net

PLEASE MAKE CHECK PAYABLE TO:
 DOLORES COUNTY TREASURER
 504725301018 R 001 T38048
 MORTENSEN GORDON & REBECCA ADAMS
 P.O. BOX 148
 RICO CO 81332

TAX DIST	TAX ENTITY	DOLLARS PER/K	TAX
102	SCHOOL DIST RE-2J	18.639	99.96
	DOLORES COUNTY	28.013	150.23
	TOWN OF RICO	18.744	100.52
	RICO FIRE PROTECTION	7.468	40.05
	S W WATER CONS	.407	2.18
	DOLORES WATER CONS	2.125	11.40
	SMART-SAN MIGUEL AUT	.750	4.02

PROPERTY LOCATION

314 N. PIED.

LAND VALUE	PERS OR IMP VALUE	TOTAL VALUE	TOTAL \$ PER/K	TOTAL TAX
5363		5363	76.146	408.36
75000		75000 - ACTUAL VALUE		

LEGAL DESCRIPTION

PARCEL NUMBER-504725301018
 LOTS 11-14 BLOCK B RICO PIEDMONT ADD. 25-40-11
 B-91 P-592 B-101 P-384 B-220 P-391-403-405
 B-221 P-239,240 B-222 P-268 B-235 P-220 B-241 P-430
 B-259 P-233 B-262 P-410-435 B-268 P-57 B-289 P-483,484
 B-291 P-487,488 B-311 P-485,496 B-315 P-150 (WD)
 B-327 P-274 B-333 P-297 (WTR B-340 P-232 (WD), 242 (SWD)
 169813 (WD)

0.22-TOTAL ACRES

For SENIOR EXEMPTION info contact: DOLORES COUNTY ASSESSOR - (970) 677-2385 - dcbernaernst@fone.net

SCHOOL DISTRICT RE-2J GENERAL FUND IS 18.639 DOLLARS PER THOUSAND, WITHOUT STATE AID IT WOULD HAVE BEEN 26.333

PLEASE RETAIN THE TOP PORTION AND RETURN THE APPROPRIATE STUB WITH YOUR PAYMENT TO TREASURER'S OFFICE

DOLORES COUNTY

FULL PAYMENT

DUE LAST DAY OF APRIL

PAGE 1,187 TAX YR 2020
 SCHEDULE NO. TAX DIST.
 504725301018 102

R 001

OWNER T38048
 MORTENSEN GORDON & REBEC

TAX \$408.36

TOTAL \$408.36

DOLORES COUNTY

SECOND HALF PAYMENT

DUE BY JUNE 15

PAGE 1,187 TAX YR 2020
 SCHEDULE NO. TAX DIST.
 504725301018 102

R 001

OWNER T38048
 MORTENSEN GORDON & REBEC

TAX \$204.18

TOTAL \$204.18

DOLORES COUNTY

FIRST HALF PAYMENT

DUE LAST DAY OF FEBRUARY

PAGE 1,187 TAX YR 2020
 SCHEDULE NO. TAX DIST.
 504725301018 102

R 001

OWNER T38048
 MORTENSEN GORDON & REBEC

TAX \$204.18

TOTAL \$204.18

NOTICE OF PENDING MINOR SUBDIVISION APPLICATION

Date: February 8th, 2021

RE: Public Hearing on Minor Application

Dear Property Owner,

You are receiving this public notice as required by the Town of Rico Land Use Code because you own property within 200 feet of a proposed minor subdivision application.

Name of Applicant: Rebecca Adams

Type of Development Application(s): Minor subdivision and Re-subdivision

Legal Description: Block B, Lot 11-14, Range 11, Township 40, Section 25, Book 340, Page 242, Dolores County

Address: Rico, Colorado

Lot or Site Size: Existing 10,000sq ft lot, exchanging road of 2,304sq ft for land of 2.500st ft.

Review Authority: Rico Planning Commission and Rico Board of Trustees

Rico Planning Commission Hearing Date: March 10, 2021

Board of Trustee's Hearing Date: March 17, 2021

Location of Public Hearing: Rico Town Hall, 2 Commercial Street. Rico Colorado. 81332

Proposed change: Due to the current lot lines, the property currently includes the road of N. Piedmont. We are proposing a land swap to the town to right this, and exchange the section of road for the equal distance of property extending west. Please see below image as this does not impact the traveled way. We are also submitting building permits for a future greenhouse as this land will be used as a community garden for our neighborhood starting summer of 2021.

Send emailed comments addressed to the townmanager@ricocolorado.gov

Or by surface mail to:

Kari Distefano

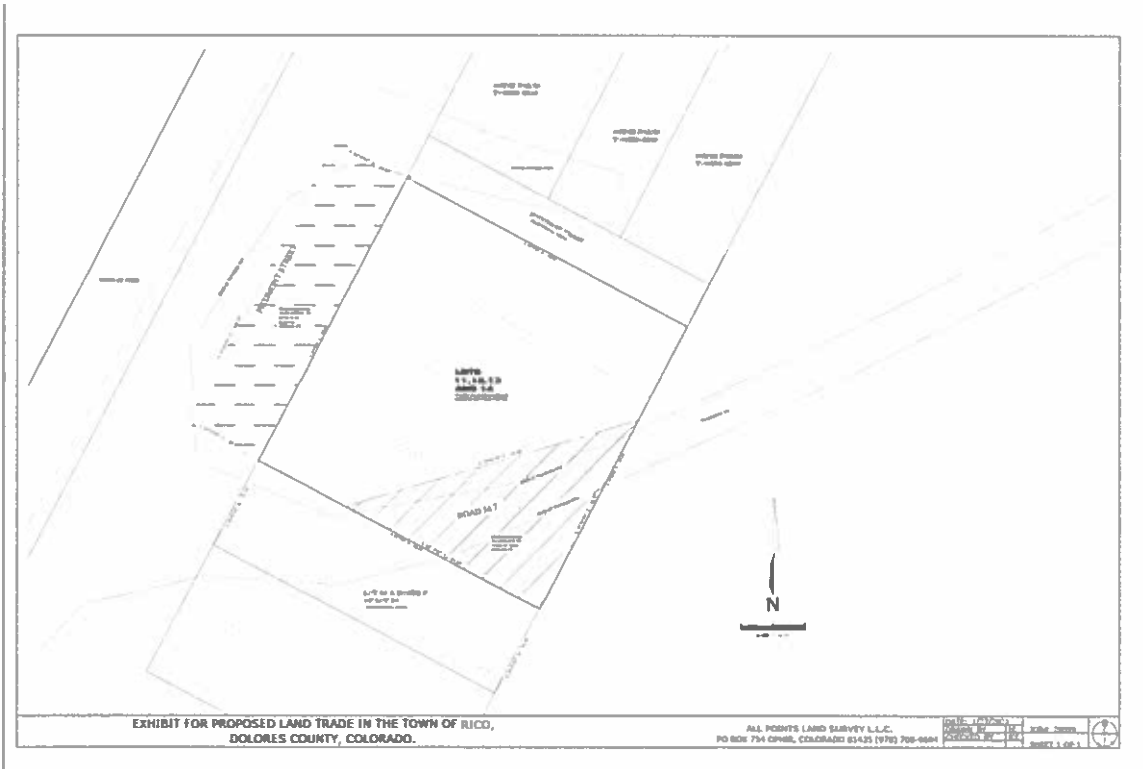
Town of Rico

PO Box 9

Rico Colorado, 81332

MAP

Insert map or PDF file of survey here showing the lot and the proposed lot.



AFFIDAVIT OF MAILING PUBLIC NOTICE LETTER

Town of Rico
Town of Rico
P.O. Box 9
Rico, Colorado, 81332

Re: Certification and Affidavit of Mailing Public Notice Letter for (legal description of property), Town of Rico.

I hereby declare that I, Rebecca Adams and Gordon Mortensen, mailed a copy of the Town approved, enclosed public letter via U.S. First Class Mail, postage prepaid thereon on __February 11, 2021__ to the attached list of property owners. The public notice letter was prepared and mailed in accordance with the public noticing requirements of the Rico Land Use Code. The public notice letter was placed in the mail on __February 11, 2021__, which was 20 days prior to the public hearing(s) to be held on (dates of Rico Planning Commission meeting and Rico Board of Trustees meeting) 2021. The list of property owners includes all lot and condominium property owners located within 200 feet of the boundary of the existing or proposed lot(s). The adjacent property owner list was compiled from the Dolores County GIS website or Assessors Office.

Attached is the copy of the noticing letter, list of all property owners noticed, including their lot number and mailing address, a copy of the vicinity map mailed with the noticing letter, and a map showing all lots that were included within the 200 foot noticing area.

I declare under penalty of perjury under the laws of the State of Colorado that the foregoing is true and correct.

Rebecca R Adams 2/11/2021

WARRANTY DEED

DOC FEE: \$6.80

THIS DEED, made this day: August 6, 2020 between Sean Tice and Emy A. Tice, of the county of Cocconino and the state of Arizona and John Dorn and Melanie Dorn of the County of Cocconino and State of Arizona, grantor(s), and Rebecca Adams and Gordon Mortensen whose legal address is: 314 N. Piedmont, Rico, CO 81332 of the County of Dolores and State of Colorado, grantees:

WITNESS, that the grantor(s), for and in consideration of the sum of **SIXTY EIGHT THOUSAND AND 00/100 DOLLARS (\$68,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the grantees, their heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Dolores and State of Colorado, described as follows:

Lots 11, 12, 13, and 14, inclusive Block B, Piedmont Addition to the Town of Rico, County of Dolores, State of Colorado.
also known as 314 N. Piedmont, Rico, CO 81332

TOGETHER with all and singular the hereditaments and appurtenances thereto 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 grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantees, their heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantees, their heirs and assigns, that at the time of the encasing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature, except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantees, their heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Sean Tice
Sean Tice

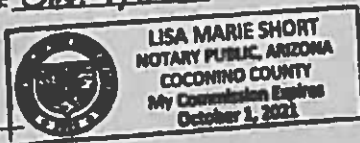
Emy A. Tice
Emy A. Tice

State of Colorado ARIZONA
County of Cocconino

The foregoing instrument was acknowledged before me this day: 08/06/2020 by Sean Tice and Emy A. Tice

My Commission Expires: Oct 1, 2021

Witness my hand and official seal.



Lisa Marie Short
Notary Public

John Dorn

Melanie Dorn

State of Colorado
County of _____

The foregoing instrument was acknowledged before me this day: _____ by John Dorn and Melanie Dorn

My Commission Expires: _____

Witness my hand and official seal.

Notary Public

Minor Subdivision & Re-
subdivision Application



Applicant Name *Town of Rico*

Phone Number (970) 967-2863

Address *P.O. Box 9, Rico Co, 81332*

Cell Phone Number (970) 901-3420

Email *townmanager@ricocolorado.gov*

Fax Number (970) 901- 3420

Street Address of Subject Property *N/A*

Legal Description of Subject Property *Section 35 and 36, T.40 N. R.11 W., Section 1 and 2, T.39N. R.11W., Dolores County Colorado*

Zone District of Subject Property *Residential P.U.D. and Commercial P.U.D.*

Attachments Required:

Two (2) 24" by 36" paper Plats (1) electronic (pdf) site plan showing the following signed and stamped by a surveyor licensed in the State of Colorado:

North Arrow and Scale

Notes

Legend

Mortgage consent if applicable

Vicinity Map

Dolores County Clerk's acceptance

Legal Description

Lot lines with dimensions and acreage

Surveyor's Certificate

Easements with dimensions

Title Insurance Company Certificate

Lot and street labels

County Treasurer's Certificate

Right-of-way dimensions

Dedication

Zone district labels

Approval by Rico Planning Commission

Adjoining lots with labels

Approval by Town of Rico

NA Statement from County Treasurer showing the status of current taxes due on affected property

NA Letter of agency if applicant is other than the owner of the property

NA An application fee in the amount of \$750.00

X A Certificate of Mailing with names, addresses, and property owned of property owners within 200 feet of subject property.

X A copy of the deed for the property.

I swear that the information provided in this application is true and correct and that I am the owner of the property or otherwise authorized to act on behalf of the owner of the property.

Signature: _____ Date _____

Date Application Received _____

Application Reviewed by _____

Application Fee Received _____

Date of Hearing _____

Application Complete _____

Rico Planning Commission Action _____

Mailing Notice Complete _____

Approval Subject to Conditions _____

Other comments:

A 24"x 36" mylar will be required for recording if the subdivision is approved.

OWNERS' CERTIFICATE:

KNOW ALL PERSONS BY THESE PRESENTS: That:

The Town of Rico, Colorado, a home rule municipality being the owner of a portion of Tract A, Townsite of Rico, hereon depicted as Tract 5A and Tract 5B and Tract 5C as evidenced in the document recorded on November 13, 2008 in Book 378, page 158, in the Office of the Clerk and Recorder, County of Dolores, State of Colorado.

Disposition Properties, LLC, an Arizona limited liability company being the owner of a portion of Tract A, Townsite of Rico, hereon depicted as Tract 9 as evidenced in the document recorded on November 13, 2014 at Reception Number 164742 in the Office of the Clerk and Recorder, County of Dolores, State of Colorado.

Rico River Village, LLC being the owner of a portion of Tract A, Townsite of Rico, hereon depicted as Tract 6 as evidenced in the document recorded on February 21, 1997 in Book 279, page 143 in the Office of the Clerk and Recorder, County of Dolores, State of Colorado.

Linda Burnette and Kevin O'Grady being the owners of a portion of Tract A, Townsite of Rico, hereon depicted as Tract 3 as evidenced in the document recorded on August 31, 2001 in Book 307, page 414 in the Office of the Clerk and Recorder, County of Dolores, State of Colorado.

Disposition Properties, LLC, an Arizona limited liability company being the owner of a portion of Tract A, Townsite of Rico, hereon depicted as Tract 2 and Tract 4 as evidenced in the document recorded on November 13, 2014 at Reception Number 164742 in the Office of the Clerk and Recorder, County of Dolores, State of Colorado.

The Town of Rico, Colorado, a home rule municipality being the owner of a portion of Tract A, Townsite of Rico, hereon depicted as Tract 5D as evidenced in the document recorded on September 21, 2007 in Book 366, pages 41, 47, and 51 in the Office of the Clerk and Recorder, County of Dolores, State of Colorado.

The Town of Rico, Colorado, a home rule municipality being the owner of a portion of Tract A, Townsite of Rico, hereon depicted as Tract 8 as evidenced in the document recorded on September 21, 2007 in Book 366, pages 41, 47, and 51 in the Office of the Clerk and Recorder, County of Dolores, State of Colorado.

Disposition Properties, LLC, an Arizona limited liability company being the owner of a portion of Tract A, Townsite of Rico, hereon depicted as Tract 7 as evidenced in the document recorded on November 13, 2014 at reception number 164742 in the Office of the Clerk and Recorder, County of Dolores, State of Colorado.

Are collectively the sole owners ("Owners") of real property located within the following described parcel of land:

A portion of Tract A, Townsite of Rico according to the United States Patent for the Townsite of Rico recorded December 18th 1891 in Book 17 at page 394 with the Dolores County Clerk and Recorder, Dolores County, State of Colorado, further described as follows:

Beginning at a point on the southern boundary of said Tract A from which Corner 30 of said Tract A bears N 80° W, 372.33 feet;
thence N12° 07'10"W, a distance of 100.48 feet;
thence N03°44'10"W, a distance of 76.27 feet;
thence N13°23'37"E, a distance of 109.01 feet;
thence N31°46'16"E, a distance of 380.16 feet;
thence N31°25'10"E, a distance of 171.15 feet;
thence N07°56'50"E, a distance of 133.16 feet;
thence N07°03'58"W, a distance of 130.58 feet;
thence N17°49'37"W, a distance of 166.66 feet;
thence N41°16'56"W, a distance of 37.53 feet;
thence N53°36'42"W, a distance of 216.03 feet;
thence N02°29'27"W, a distance of 236.09 feet;
thence N16°42'25"E, a distance of 192.23 feet;
thence N42°23'15"E, a distance of 190.76 feet;
thence N36°05'39"E, a distance of 181.53 feet to corner 4 of the Burchard Lode, Mineral Survey Number 8070, United States Patent Number 27326 located in the Pioneer Mining District, Dolores County, Colorado;
thence N18°40'00"W, a distance of 325.80 along the extension of the line between corner 4 and corner 1 of said Burchard Lode to the intersection with the line between corner 3 and corner 4 of the Santa Cruz Lode, Mineral Survey Number 6132, United States Patent Number 25864 located in the Pioneer Mining District, Dolores County, Colorado;
thence N57°39'00"E, a distance of 100.00 feet to corner 4 of said Santa Cruz Lode;
thence N32°21'00"E, a distance of 300.00 feet to corner 1 of said Santa Cruz Lode, said corner being identical to corner 1 of the Iron Clad Lode, Mineral Survey Number 865, United States Patent Number 7967 located in the Pioneer Mining District, Dolores County, Colorado;
thence N27°00'00"W, a distance of 78.52 feet along the line between corner 1 and corner 4 of said Iron Clad Lode to the intersection with the western boundary of said Tract A, Townsite of Rico;
thence N10°00'00"W, a distance of 1888.53 feet along the western boundary of said Tract A, Townsite of Rico to the intersection with the westerly extension of the southern boundary of Block 12, Town of Rico according to the Plat recorded August 16th, 1893 at reception number 11727, Dolores County State of Colorado;
thence N 87°54'00" E, 627.45 feet along said westerly extension to the southwest corner of Lot 20 of said Block 12, Town of Rico;
thence S 02°06'00" E, 1140.00 feet along the western boundary of Block 28 and Block 27, Town of Rico according to the Plat recorded August 16th, 1893 at reception number 11727, Dolores County State of Colorado to the southwest corner of said Block 27;
thence N 87°54'00" E, 160.00 feet to the southwest corner of Block 2, Town of Rico according to the Plat recorded August 16th, 1893 at reception number 11727, Dolores County, State of Colorado;
thence S 02°06'00" E, 1010.00 feet 846.74 feet to the western boundary of the Colorado State Highway 145 RIGHT-OF-WAY according to the Colorado State Highway PROJECT OR 58-0145-05;
thence along said western boundary of the Colorado State Highway 145 right-of-way the following 36 courses;

1)Thence southwesterly, along the arc of a 7,589.47 feet radius curve to the right, through a central angle of 00°01'56", a distance of 4.27 feet, the chord of which bears S30°38'32"W, a chord distance of 4.27 feet to a point of non-tangent curvature;
2)Thence southwesterly, along the arc of a 34,327.60 feet radius curve to the right, through a central angle of 00°02'00", an arc length of 19.97 feet, the chord of which bears S30°41'00"W, a chord distance of 19.97 feet;
3)Thence N59°18'00"W, a distance of 16.00 feet;
4)Thence S30°42'00"W, a distance of 411.67 feet;
5)Thence N59°18'00"W, a distance of 24.00 feet;
6)Thence S30°42'00"W, a distance of 160.01 feet to a point of curvature;
7)Thence southwesterly, along the arc of a 34,467.60 feet radius curve to the left, through a central angle of 00°01'30", an arc length of 15.04 feet to a point of non-tangent curvature;
8)Thence southwesterly, along the arc of a 7,729.47 feet radius curve to the left, through a central angle of 00°06'45", an arc length of 15.18 feet, the chord of which bears S30°36'46"W, a chord distance of 15.18 feet to a point of compound curvature;
9)Thence southwesterly, along the arc of a 4,673.68 feet radius curve to the left, through a central angle of 00°11'15", an arc length of 15.29 feet to a point of compound curvature;
10)Thence southwesterly, along the arc of a 3,364.06 feet radius curve to the left, through a central angle of 00°15'45", an arc length of 15.41 feet to a point of compound curvature;
11)Thence southwesterly, along the arc of a 2,636.49 feet radius curve to the left, through a central angle of 00°20'15", an arc length of 15.53 feet to a point of compound curvature;
12)Thence southwesterly, along the arc of a 2,173.49 feet radius curve to the left, through a central angle of 00°24'45", an arc length of 15.65 feet to a point of compound curvature;
13)Thence southwesterly, along the arc of a 1,852.95 feet radius curve to the left, through a central angle of 00°29'15", an arc length of 15.77 feet to a point of compound curvature;

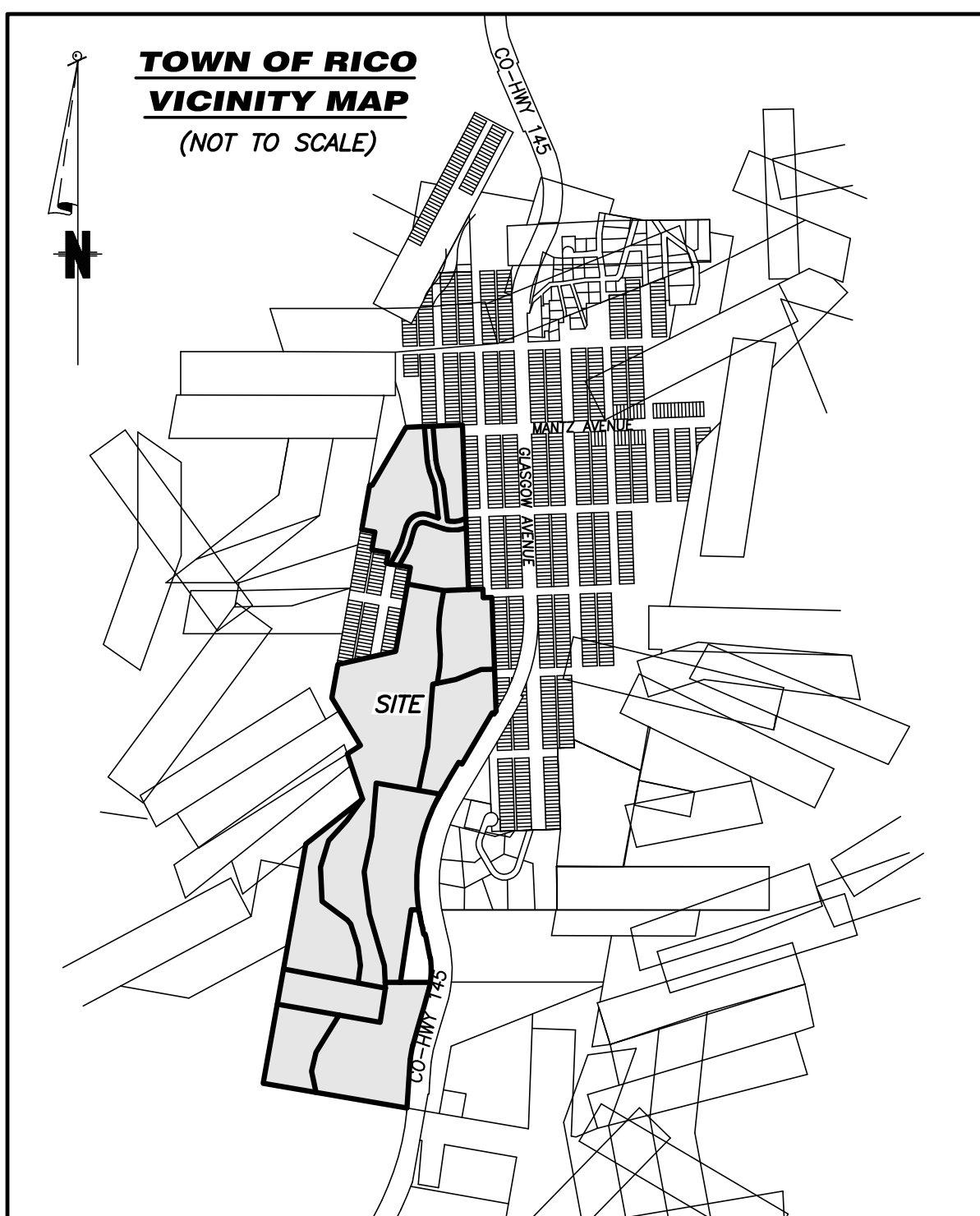
OWNERS' CERTIFICATE (cont.):

14)Thence southwesterly, along the arc of a 1,617.89 feet radius curve to the left, through a central angle of 00°33'45", an arc length of 15.88 feet to a point of compound curvature;
15)Thence southwesterly, along the arc of a 1,438.14 feet radius curve to the left, through a central angle of 00°38'14", an arc length of 15.99 feet to a point of non-tangent curvature;
16)Thence southwesterly, along the arc of a 1,275.43 feet radius curve to the left, through a central angle of 00°43'29", an arc length of 16.13 feet, the chord of which bears S27°18'46"W, a chord distance of 16.13 feet to a point of compound curvature;
17)Thence southerly, along the arc of a 1,235.92 feet radius curve to the left, through a central angle of 36°30'00", an arc length of 787.34 feet to a point of compound curvature;
18)Thence southerly, along the arc of a 1,275.43 feet radius curve to the left, through a central angle of 00°43'29", an arc length of 16.13 feet to a point of non-tangent curvature;
19)Thence southerly, along the arc of a 1,438.14 feet radius curve to the left, through a central angle of 00°38'14", an arc length of 15.99 feet, the chord of which bears S10°35'14"E, a chord distance of 15.99 feet to a point of compound curvature;
20)Thence southerly, along the arc of a 1,617.89 feet radius curve to the left, through a central angle of 00°33'45", an arc length of 15.88 feet to a point of compound curvature;
21)Thence southerly, along the arc of a 1,852.95 feet radius curve to the left, through a central angle of 00°29'15", an arc length of 15.77 feet to a point of compound curvature;
22)Thence southerly, along the arc of a 2,173.49 feet radius curve to the left, through a central angle of 00°24'45", an arc length of 15.65 feet to a point of compound curvature;
23)Thence southerly, along the arc of a 2,636.49 feet radius curve to the left, through a central angle of 00°20'15", an arc length of 15.53 feet to a point of compound curvature;
24)Thence southerly, along the arc of a 3,364.06 feet radius curve to the left, through a central angle of 00°15'45", an arc length of 15.41 feet to a point of compound curvature;
25)Thence southerly, along the arc of a 4,673.68 feet radius curve to the left, through a central angle of 00°11'15", an arc length of 15.29 feet to a point of compound curvature;
26)Thence southerly, along the arc of a 7,729.47 feet radius curve to the left, through a central angle of 00°06'45", an arc length of 15.18 feet to a point of non-tangent curvature;
27)Thence southerly, along the arc of a 34,467.60 feet radius curve to the left, through a central angle of 00°01'30", an arc length of 15.04 feet, the chord of which bears S13°17'13"E, a chord distance of 15.04 feet;
28)Thence N76°42'27"E, a distance of 10.00 feet;
29)Thence S13°17'33"E, a distance of 30.00 feet;
30)Thence S11°21'34"E, a distance of 141.45 feet to a point of non-tangent curvature;
31)Thence southerly, along the arc of a 636.20 feet radius curve to the right, through a central angle of 18°25'00", an arc length of 204.49 feet, the chord of which bears S01°54'30"W, a chord distance of 203.62 feet; Thence S15°10'34"W, a distance of 141.55 feet;
32)Thence S17°07'00"W, a distance of 121.84 feet;
33)Thence S15°35'12"W, a distance of 156.24 feet to a point of non-tangent curvature;
34)Thence southerly, along the arc of a 1,034.93 feet radius curve to the left, through a central angle of 05°25'00", an arc length of 97.84 feet, the chord of which bears S09°54'30"W, a chord distance of 97.80 feet;
35)Thence S04°07'54"W, a distance of 166.98 feet;
36)Thence S03°41'21"W, a distance of 174.88 feet to the southern boundary of Tract A, Townsite of Rico according to the United States Patent for the Townsite of Rico recorded December 18th 1891 in Book 17 at page 394 with the Dolores County Clerk and Recorder, Dolores County, State of Colorado;
Thence N 80° W, 638.76 feet along said southern boundary to the point of beginning.

TOGETHER WITH:

A portion of Tract A, Townsite of Rico according to the United States Patent for the Townsite of Rico recorded December 18th 1891 in Book 17 at page 394 with the Dolores County Clerk and Recorder, Dolores County, State of Colorado, further described as follows:

Beginning at a point on the southern boundary of said Tract A from which Corner 30 of said Tract A bears N 80° W, 372.33 feet;
thence N12°07'10"W, a distance of 100.48 feet;
thence N03°44'10"W, a distance of 76.27 feet;
thence N13°23'37"E, a distance of 109.01 feet;
thence N31°46'16"E, a distance of 380.16 feet;
thence N31°25'10"E, a distance of 171.15 feet;
thence N07°56'50"E, a distance of 133.16 feet;
thence N07°03'58"W, a distance of 130.58 feet;
thence N17°49'37"W, a distance of 166.66 feet;
thence N41°16'56"W, a distance of 37.53 feet;
thence N53°36'42"W, a distance of 216.03 feet;
thence N02°29'27"W, a distance of 236.09 feet;
thence N16°42'25"E, a distance of 192.23 feet;
thence N42°23'15"E, a distance of 190.76 feet;
thence N36°05'39"E, a distance of 181.53 feet to Corner 4 of the Burchard Lode, Mineral Survey Number 8070, United States Patent Number 27326 located in the Pioneer Mining District, Dolores County, Colorado
thence S51°20'00"W along the line between Corner 4 to Corner 3 of said Burchard Lode to Corner 31 of said Tract A, Townsite of Rico;
Thence S 10° W along said Tract A, Townsite of Rico to Corner 30 of said Tract A, Townsite of Rico;
Thence S 80° E, 372.33 feet along the southern boundary of said Tract A, Townsite of Rico to the point of beginning



SHEET LEGEND

- SHEET 1 - OWNERS' CERTIFICATE AND VICINITY MAP
SHEET 2 - OWNERS' ACKNOWLEDGMENTS AND OTHER CERTIFICATES
SHEET 3 - PROPERTY DIMENSIONS AND EASEMENTS
SHEET 4 - SURVEY MONUMENTATION AND OTHER RELATED FEATURES

OWNERS' CERTIFICATE (cont.):

TOGETHER WITH:

Those lands granted to Linda Burnette and Kevin O'Grady by Grady Leavell and Helen Leavell and described in the Warranty Deed recorded 08-31-2001, Book 307, page 414-415 at reception number 143937, with the Dolores County Clerk and Recorder.

and, as Owners, do hereby agree upon the boundary lines as set forth hereon and do further grant, sell and convey to the other owners such of their real property as may lie on the other parties' side of the boundary lines set forth on this plat, and do hereby agree that the boundary lines shown on this plat are the boundary lines by agreement of adjoining parties pursuant to Colorado Revised Statutes sec. 38-44-112.

The Owners do collectively agree to release and abandon the easement rights having previously been granted in the following instruments. The locations of said released and abandoned easements are being shown on Sheet 4 of this Boundary Line Agreement:

- a) Right-of-Way Easement recorded October 22, 1992 in Book 256, at page 245, Dolores County Clerk and Recorder.
b) Grantor Reserved Easement rights as described in Quit Claim Deed recorded in Book 264, at pages 380-381, Dolores County Clerk and Recorder.
c) Grant of Easement to the Town of Rico for Sewer and Water Pipelines recorded March 13th, 2007 in Book 356 at page 244, Dolores County Clerk and Recorder.
d) Any and All Easement Rights granted by the Property Description recorded in Book 366 at pages 45-46, Dolores County Clerk and Recorder.
e) Easement Rights reserved within items 13 and 14, Schedule 6 of the Excavations as included in the Mining Deed recorded September 2, 1980 in Book 193 at pages 324-347, Dolores County Clerk and Recorder.

The Owners do collectively affirm and agree to the following notes. Each further dedicates the following easements as necessary for the indicated use of the individual parties cited below.

- 1. Tract 7 received a No Action Determination Approval on December 10, 1999, from the Colorado Department of Public Health and Environment, pursuant to the State of Colorado VCLUP Program. Future development of the tract is subject to the approval by the State of Colorado in accordance with those terms set forth in the No Action Determination Approval cited above.
2. The lands located within Tract 10 were historically used as a refuse dump. At the time of any future development within Tract 10, the Town of Rico shall have the right to impose conditions which could include, without limitation, the requirement to remove all existing garbage and other waste debris and engage in any necessary clean up from the site prior to the issuance of a building or development permit in a manner that complies with all applicable law.
3. A perpetual, non-exclusive 30' Access and Utility Easement (River Corridor) for the following purposes and activities, by the indicated users:
a) non-motorized, pedestrian, equestrian, skier and other recreational access for the benefit of the public, provided that such usage is subordinate to the easement rights granted in 3(b) below as determined by the Town of Rico, which may include the right for the Town to temporarily suspend access during times of utility work.
b) an access, trail maintenance, and utility easement for the benefit of the Town of Rico and other public utility service providers, provided that motorized access for the purpose of trail maintenance, utility installation and maintenance shall be permitted at the discretion of the Town of Rico.
c) temporary widening of the easement area to 40' from the easement area shown hereon to enable access and earthwork necessary to install or maintain the utilities. The widening shall allow an additional 5' on each side of the permanent 30' width. Said use shall be temporary and terminates upon the completion of the installation or maintenance of the utilities. The owner of the utility shall have the obligation to return the ground to its pre-construction condition once work is complete.

- 4. A perpetual, non-exclusive 30' Access and Utility Easement (Tract 10) for the following purposes and activities, by the indicated users:
a) A perpetual, 30' wide access and utility easement for the benefit of the Town of Rico, Tract 6, Tract 4, Tract 5D, and Tract 3.
b) temporary widening of the easement area to 40' from the easement area shown hereon to enable access and earthwork necessary to install or maintain the permanent improvements located within the easement area. The widening shall allow an additional 5' on each side of the permanent 30' width. Said use shall be temporary and terminates upon the completion of the installation or maintenance of the permanent improvements located within the easement area. The party responsible for the construction shall have the obligation to return the ground to its pre-construction condition once work is complete.

- 5. A perpetual, non-exclusive 30' Access and Utility Easement (Tract 6 - Segment 1) for the following purposes and activities, by the indicated users:
a) A perpetual, 30' wide access and utility easement for the benefit of the Town of Rico, Tract 4, Tract 5D, and Tract 3.
b) temporary widening of the easement area to 40' from the easement area shown hereon to enable access and earthwork necessary to install or maintain the permanent improvements located within the easement area. The widening shall allow an additional 5' on each side of the permanent 30' width. Said use shall be temporary and terminates upon the completion of the installation or maintenance of the permanent improvements located within the easement area. The party responsible for the construction shall have the obligation to return the ground to its pre-construction condition once work is complete.
c) The deed recorded at reception number 137551 with the Dolores County Clerk and Recorder reserved a 60' wide utility easement along this section of existing dirt/gravel road. All easement rights associated with this alignment and granted by said deed are hereby vacated and released by all signatories to this plat.

- 6. A perpetual, non-exclusive 30' Access and Utility Easement (Tract 6 - Segment 2) for the following purposes and activities, by the indicated users:
a) A perpetual, 30' wide access and utility easement for the benefit of the Tract 5C and Tract 4.
b) temporary widening of the easement area to 40' from the easement area shown hereon to enable access and earthwork necessary to install or maintain the permanent improvements located within the easement area. The widening shall allow an additional 5' on each side of the permanent 30' width. Said use shall be temporary and terminates upon the completion of the installation or maintenance of the permanent improvements located within the easement area. The party responsible for the construction shall have the obligation to return the ground to its pre-construction condition once work is complete.
c) The deed recorded at reception number 137551 with the Dolores County Clerk and Recorder reserved a 60' wide utility easement along this section of existing dirt/gravel road together with the right to build a bridge across the Dolores River. Access easement rights associated with this alignment and granted by said deed are hereby vacated and released by all signatories to this plat.

- 7. A perpetual, non-exclusive 30' Access and Utility Easement (Tract 6 - Segment 3) for the following purposes and activities, by the indicated users:
a) A perpetual, 30' wide access and utility easement for the benefit of the Tract 3 and Tract 5D.
b) temporary widening of the easement area to 40' from the easement area shown hereon to enable access and earthwork necessary to install or maintain the permanent improvements located within the easement area. The widening shall allow an additional 5' on each side of the permanent 30' width. Said use shall be temporary and terminates upon the completion of the installation or maintenance of the permanent improvements located within the easement area. The party responsible for the construction shall have the obligation to return the ground to its pre-construction condition once work is complete.
c) The deed recorded at reception number 137551 with the Dolores County Clerk and Recorder reserved a 60' wide utility easement along this section of existing dirt/gravel road. All easement rights associated with this alignment and granted by said deed are hereby vacated and released by all signatories to this plat.

- 8. A perpetual, non-exclusive Access and Utility Easement (Tract 3) for the following purposes and activities, by the indicated users:

- a) A perpetual, non-exclusive access and utility easement for the benefit of the Tract 3.
9. A perpetual, exclusive 30' Access and Utility Easement (Tract 5C) for the following purposes and activities, by the indicated users:

- a) A perpetual, 30' wide access and utility easement for the benefit of the Tract 4. The easement area as indicated hereon is approximate and the final location can vary within the Tract 4 Easement Area at the sole discretion of the Tract 4 Owner.
b) temporary widening of the easement area to 40' from the easement area shown hereon to enable access and earthwork necessary to install or maintain the permanent improvements located within the easement area. The widening shall allow an additional 5' on each side of the permanent 30' width. Said use shall be temporary and terminates upon the completion of the installation or maintenance of the permanent improvements located within the easement area. The party responsible for the construction shall have the obligation to return the ground to its pre-construction condition once work is complete.

- 10. A perpetual, exclusive 15' Access Easement (Tract 6) for the following purposes and activities, by the indicated users:

- a) non-motorized, pedestrian, equestrian, skier and other recreational access for the benefit of the public.

- 11. Access to Tract 2 shall be provided either as follows: (a) though the adjoining lands located westerly of the Tract 2 boundary which are currently owned by the United State of America and are designated as San Juan National Forest ("USFS Access") or; (b), if the USFS Access is not granted on reasonable terms and conditions upon such time as development is proposed on Tract 2, the owner of Tract 5D agrees to grant and convey a perpetual, non-exclusive 30' access and utility easement for the use and benefit of the Owner of Tract 2, which will be located within the portion of Tract 5D designated as the "Alternative Tract 2 Access Corridor" and as mutually agreed upon by the owners of Tract 5D and Tract 2.

- 12. Any and all rights associated with the existing 12' wide dirt and gravel road at the location shown hereon are hereby vacated and released by all signatories to this plat.

- 13. The deed recorded at reception number 137551 with the Dolores County Clerk and Recorder reserved a 20' wide utility easement at the location shown hereon. All easement rights associated with this alignment and granted by said deed are hereby vacated and released by all signatories to this plat.

- 14. Those areas depicted hereon as access and utility easements benefiting more than one lot shall be subject to a future joint maintenance agreement between all benefitted properties. The Town shall not authorize any development on the individually benefitted Lots without evidence of an executed and publically recorded joint maintenance agreement.

RICO RIVER CORRIDOR TRACT MAP
A BOUNDARY LINE AGREEMENT LOCATED WITHIN A PORTION OF TRACT A, RICO TOWNSITE SECTIONS 35 AND 36 T.40N. R.11W, SECTIONS 1 AND 2, T.39N. R.11W. N.M.P.M. DOLORES COUNTY, COLORADO

Table with columns: Project Mgr, Technician, Checked by, Start date, Rev, Description, Date, and Is it. Includes revision history and project details.

FOLEY ASSOCIATES, INC. 970-728-6153 970-728-6050 Fax P.O. BOX 1385 125 W. PACIFIC, SUITE B-1 TELLURIDE, COLORADO 81435 Drawing path: d:\w\River_Corrid...lot 2012\PLAT 7-27-17.dwg Sheet1 of 4 Project #: 07079

OWNERS' CERTIFICATE (cont.):

OWNERS:

as Mayor of the Town of Rico, Colorado, a home rule municipality

Curtis B. Swanky as manager of Disposition Properties, LLC, an Arizona limited liability company

As _____ of the Rico River Village, LLC

Linda Burnette

Kevin O'Grady

as _____ of Rico Land Development, LLC, a Colorado limited liability company

ACKNOWLEDGMENT:

State of _____)
County of _____) ss
The foregoing signature was acknowledged before me this _____ day of _____, 20 ____ A.D. by _____ as Mayor of the Town of Rico, Colorado, a home rule municipality
My commission expires _____
Witness my hand and seal.

Notary Public

ACKNOWLEDGMENT:

State of _____)
County of _____) ss
The foregoing signature was acknowledged before me this _____ day of _____, 20 ____ A.D. by _____ of Rico Land Development, LLC, a Colorado limited liability company
My commission expires _____
Witness my hand and seal.

Notary Public

OWNERS' CERTIFICATE (cont.):

ACKNOWLEDGMENT:

State of _____)
County of _____) ss
The foregoing signature was acknowledged before me this _____ day of _____, 20 ____ A.D. by _____ as _____ of the Rico River Village LLC
My commission expires _____
Witness my hand and seal.

Notary Public

ACKNOWLEDGMENT:

State of _____)
County of _____) ss
The foregoing signature was acknowledged before me this _____ day of _____, 20 ____ A.D. by Curtis B. Swanky as manager of Disposition Properties, LLC, an Arizona limited liability company
My commission expires _____
Witness my hand and seal.

Notary Public

ACKNOWLEDGMENT:

State of _____)
County of _____) ss
The foregoing signature was acknowledged before me this _____ day of _____, 20 ____ A.D. by Linda Burnette
My commission expires _____
Witness my hand and seal.

Notary Public

ACKNOWLEDGMENT:

State of _____)
County of _____) ss
The foregoing signature was acknowledged before me this _____ day of _____, 20 ____ A.D. by Kevin O'Grady
My commission expires _____
Witness my hand and seal.

Notary Public

TITLE INSURANCE COMPANY CERTIFICATE:

Alpine Title Company does hereby certify that we have examined the title to all lands herein shown on this plat and that the title to this land is vested completely and solely in the names of those persons shown in the Certificate of Ownership which is on the face hereof and is free and clear of all encumbrances, liens, and taxes, except as follows:

Title Insurance Company Representative

PLANNING AND ZONING COMMISSION APPROVAL:

The Planning and Zoning Commission of Rico, Colorado did hereby authorize and approve this plat of the above subdivision at a meeting of said Commission held on this _____ day of _____, A.D., 20 ____.

Chairperson

APPROVAL BY THE TOWN:

The within plat of RICO RIVER CORRIDOR TRACT MAP is authorized and approved for filing this _____ day of _____, 20 ____.

Town of Rico
BY: _____ ATTEST: _____
Mayor Clerk

SECURITY INTEREST HOLDER'S CONSENT:

Security interest consents have been acquired and recorded by separate document.

NOTES:

1. Easement research and ownership information provided by Alpine Title file numbers:

- a) File No. 1200681A issued September 26, 2017 at 3:20 pm.
- b) File No. 1200681H issued September 26, 2017 at 3:20 pm.
- c) File No. 1200681I issued September 26, 2017 at 3:20 pm.
- d) File No. 1200681B issued August 16, 2016 at 1:32 pm.
- e) File No. 1200681E issued September 26, 2017 at 3:20 pm.
- f) File No. 1200681C issued September 26, 2017 at 3:20 pm.
- g) File No. 1200681D issued September 26, 2017 at 3:20 pm.
- h) File No. 1200681K issued September 26, 2017 at 3:20 pm.
- i) File No. 1200681J issued September 26, 2017 at 3:20 pm.

2. NOTES OF CLARIFICATION:

a. The Configuration of the following lots, tracts, and right-of-way have been created or modified by this plat:

Tract 2, Tract 3, Tract 4, Tract 5A, Tract 5B, Tract 5C, Tract 5D, Tract 6, Tract 7, Tract 8, Tract 9
Picker Street (modified)
Hancock Street (modified)

3. BASIS OF BEARINGS:

a. The line between Corner 30 of the Townsite of Rico, being a 2-1/2" brass cap on a 2" diameter iron pipe, and Corner 47 of the Townsite of Rico, being a 3/4" aluminum cap, LS 29771, was measured to be N 10°05'30" E.

b. Lineal units as depicted hereon are expressed in U.S. Survey Feet or decimal portions thereof.

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

5. Monuments set by Fred Thomas LS 3762 and indicated hereon have been accepted and held as the original positions of the agreed upon Lot corners. Lots corners without a monument set by LS 3762 were set as indicated hereon as part of this survey by David R. Bulson LS 37662 and are also to be considered original corners of this survey.

SURVEYOR'S CERTIFICATE:

I, David R. Bulson of Foley Associates, Inc., being a Colorado Licensed Professional Land Surveyor, do hereby certify that this plat and survey of RICO RIVER CORRIDOR TRACT MAP ("Plat") was made by me and under my direct responsibility, supervision and checking, in compliance with the applicable provisions of Title 38, Article 51, C.R.S., and that both are true and accurate to the best of my knowledge and belief.

Dated this _____ day of _____, 20 ____.

P.L.S. No 37662

RECORDER'S CERTIFICATE:

This plat was filed for record in the office of the Dolores County Clerk and Recorder on this _____ day of _____, 20 ____ at

Plat Book _____
Page _____
Reception No. _____
Time _____

Dolores County Clerk

RICO RIVER CORRIDOR TRACT MAP
A BOUNDARY LINE AGREEMENT LOCATED WITHIN A PORTION OF TRACT A, RICO TOWNSITE SECTIONS 35 AND 36 T.40N. R.11W., SECTIONS 1 AND 2, T.39N. R.11W. N.M.P.M. DOLORES COUNTY, COLORADO

Rev	Description	Date	By
1	Updated with new title commitments	10/10/17	DB



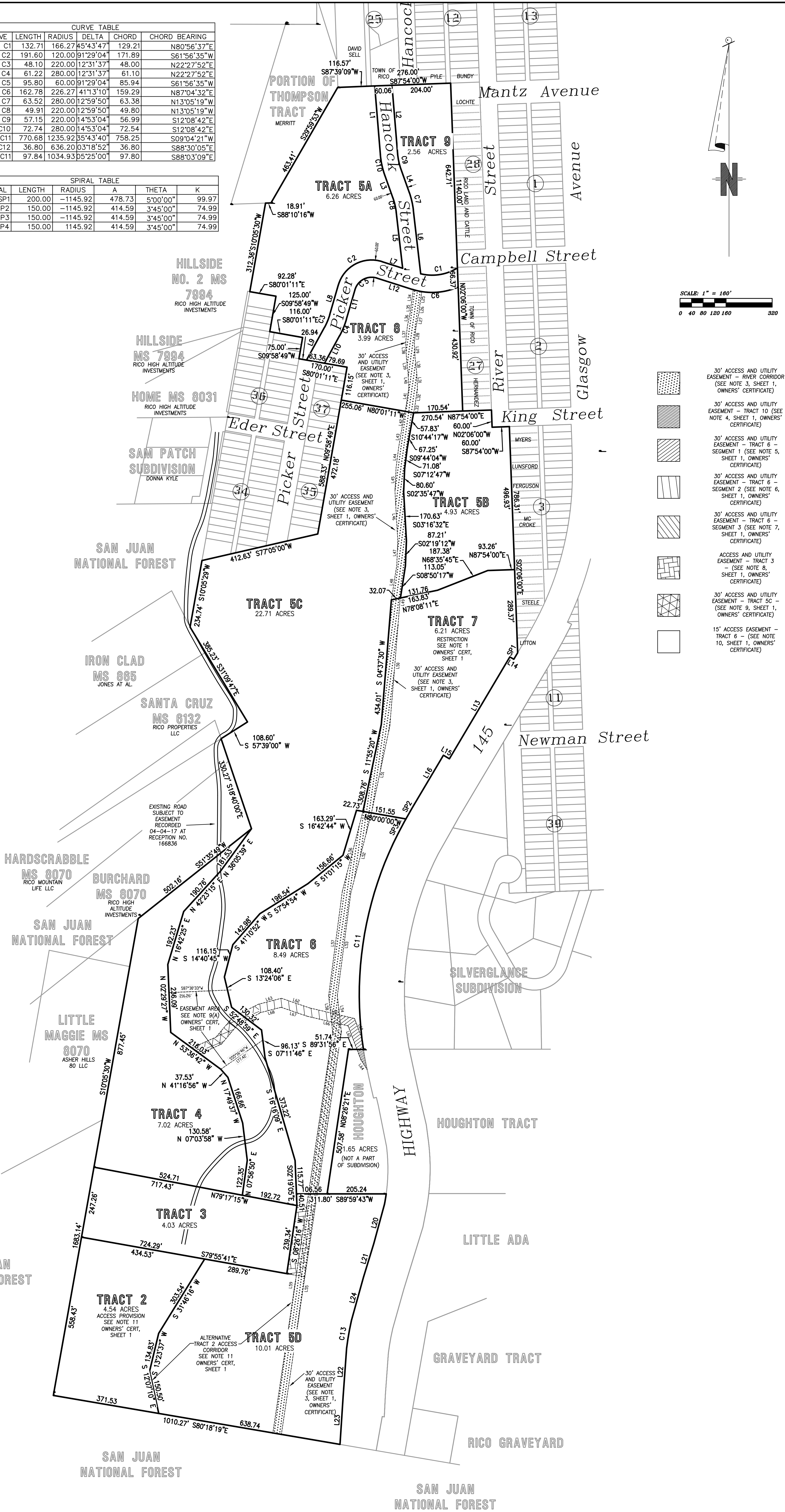
970-728-6153 970-728-6050 fax
P.O. BOX 1385
125 W. PACIFIC, SUITE B-1
TELLURIDE, COLORADO 81435

Drawing path: dwg\River Corrid..lot 2012\PLAT 7-27-17.dwg Sheet2 of 4 Project #: 07079

LINE TABLE		
LINE	LENGTH	BEARING
L1	240.00	S04°42'10"E
L2	237.27	S04°42'10"E
L3	84.88	S19°35'14"E
L4	84.88	S19°35'14"E
L5	196.08	N06°35'24"W
L6	222.72	N06°35'24"W
L7	75.25	S72°18'53"E
L8	107.60	S16°12'04"W
L9	129.30	N28°43'40"E
L10	108.94	N28°43'40"E
L11	107.60	S16°12'04"W
L12	129.66	S72°18'53"E
L13	411.67	N67°15'39"W
L14	16.00	N22°44'21"E
L15	24.00	N22°44'21"E
L16	160.01	S67°15'39"E
L20	141.55	S82°47'06"E
L21	121.84	N80°50'39"W
L22	166.98	N86°10'15"E
L23	168.08	N85°43'42"E
L24	156.24	S82°22'27"E
L25	52.65	S07°57'39"W
L26	19.29	S05°14'57"W
L27	53.48	S11°57'24"W
L28	54.16	S05°49'51"W
L29	51.32	S02°44'19"E
L30	52.27	S06°22'47"E
L31	55.39	S02°39'00"E
L32	62.60	S08°14'32"W
L33	23.33	S10°44'17"W
L34	54.07	S07°57'39"W
L35	18.24	S05°14'57"W
L36	53.32	S11°57'24"W
L37	58.01	S05°49'51"W
L38	54.52	S02°44'19"E
L39	52.25	S06°22'47"E
L40	51.56	S02°39'00"E
L41	59.09	S08°14'32"W
L42	80.77	S10°44'17"W
L43	68.17	S09°44'04"W
L44	72.95	S07°12'47"W
L45	83.35	S02°35'47"W
L46	170.70	S03°16'32"E
L47	84.03	S02°19'12"W
L48	122.68	S08°50'17"W
L49	10.23	S08°50'17"W
L50	434.82	S04°37'30"W
L51	311.34	S11°55'20"W
L52	286.23	S14°27'16"W
L53	359.29	S07°27'29"W
L54	125.90	S06°19'09"E
L55	1416.49	S08°28'00"W
L56	287.41	S14°27'16"W
L57	364.75	S07°27'29"W
L58	125.63	S06°19'09"E
L59	1412.60	S08°28'00"W
L60	72.13	N20°41'11"W
L61	159.78	N76°45'37"W
L62	103.96	N71°08'55"W
L63	83.06	S75°31'34"W
L64	40.17	N32°34'13"W
L65	126.02	N20°41'11"W
L66	145.28	N76°45'37"W
L67	96.45	N71°08'55"W
L68	77.91	S75°31'34"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	132.71	166.27	45°43'47"	129.21	N80°56'37"E
C2	191.60	120.00	91°29'04"	171.89	S61°56'35"W
C3	48.10	220.00	12°31'37"	48.00	N22°27'52"E
C4	61.22	280.00	12°31'37"	61.10	N22°27'52"E
C5	95.80	60.00	91°29'04"	85.94	S61°56'35"W
C6	162.78	226.27	41°13'10"	159.29	N87°04'32"E
C7	63.52	280.00	12°59'50"	63.38	N13°05'19"W
C8	49.91	220.00	12°59'50"	49.80	N13°05'19"W
C9	57.15	220.00	14°53'04"	56.99	S12°08'42"E
C10	72.74	280.00	14°53'04"	72.54	S12°08'42"E
C11	770.68	1235.92	35°43'40"	758.25	S09°04'21"W
C12	36.80	636.20	03°18'52"	36.80	S88°30'05"E
C11	97.84	1034.93	05°25'00"	97.80	S88°30'09"E

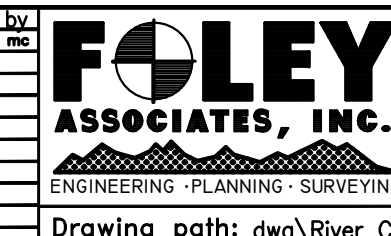
SPIRAL TABLE					
SPIRAL	LENGTH	RADIUS	A	THETA	K
SP1	200.00	-1145.92	478.73	5°00'00"	99.97
SP2	150.00	-1145.92	414.59	3°45'00"	74.99
SP3	150.00	-1145.92	414.59	3°45'00"	74.99
SP4	150.00	1145.92	414.59	3°45'00"	74.99



RICO RIVER CORRIDOR TRACT MAP

A BOUNDARY LINE AGREEMENT LOCATED WITHIN A PORTION OF TRACT A, RICO TOWNSITE SECTIONS 35 AND 36 T.40N. R.11W, SECTIONS 1 AND 2, T.39N. R.11W. N.M.P.M. DOLORES COUNTY, COLORADO

Project Mgr:	DB
Technician:	DB
Checked by:	DB
Start date:	08/26/12



970-728-6153 970-728-6050 Fax
P.O. BOX 1385
125 W. PACIFIC, SUITE B-1
TELLURIDE, COLORADO 81435

AFFIDAVIT OF MAILING PUBLIC NOTICE LETTER

Town of Rico
Town of Rico
P.O. Box 9
Rico, Colorado, 81332

Re: Certification and Affidavit of Mailing Public Notice Letter for the River Corridor Boundary Agreement Town of Rico.

I hereby declare that the Town of Rico, mailed a copy of the Town approved, enclosed public letter via U.S. First Class Mail, postage prepaid thereon on February 17th to the attached list of property owners. The public notice letter was prepared and mailed in accordance with the public noticing requirements of the Rico Land Use Code. The public notice letter was placed in the mail on February 17th, which was 20 days prior to the public hearing(s) to be held on March 10th and March 17th 2021. The list of property owners includes all lot and condominium property owners located within 200 feet of the boundary of the existing or proposed lot(s). The adjacent property owner list was compiled from the Dolores County GIS website or Assessors Office.

Attached is the copy of the noticing letter, list of all property owners noticed, including their lot number and mailing address, a copy of the vicinity map mailed with the noticing letter, and a map showing all lots that were included within the 200 foot noticing area.

I declare under penalty of perjury under the laws of the State of Colorado that the foregoing is true and correct.



Kari Distefano, Rico Town Manager

**NOTICE OF PENDING RICO RIVER CORRIDOR BOUNDARY LINE
AGREEMENT**

Date: February 16, 2021

RE: Public Hearing on Rico River Corridor Boundary Line Agreement

Dear Property Owner,

You are receiving this public notice as required by the Town of Rico Land Use Code because you own property within 200 feet of a proposed boundary line agreement located within a portion of Tract A, Rico Townsite, Sections 35 and 36 T.40 N. R.11 W., Section 1 and 2 T.39 N. R.11W., N.M.P.M., Dolores County Colorado.

The purpose of this agreement is to formalize the previous Rico River Corridor deed conveyance from Rico Renaissance and resolve lot line discrepancies. It is also intended to ensure utility and access easements.

Name of Applicant: Town of Rico

Type of Development Application(s): Boundary Line Agreement

Legal Description: A portion of Tract A, Rico Townsite, Sections 35 and 36 T.40 N. R.11 W., Section 1 and 2 T.39 N. R.11W., N.M.P.M., Dolores County Colorado.

Address: Rico, Colorado

Lot or Site Size: 80.75

Review Authority: Rico Planning Commission and Rico Board of Trustees

Rico Planning Commission Hearing Date: March 10th, 2021

Board of Trustee's Hearing Date: March 17th, 2021

Location of Public Hearing: Rico Town Hall, 2 Commercial Street, Rico Colorado, 81332

Send emailed comments addressed to the townmanager@ricocolorado.gov

Or by surface mail to:

Kari Distefano

Town of Rico

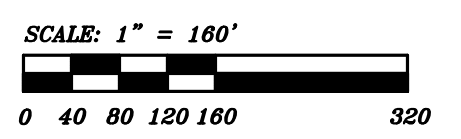
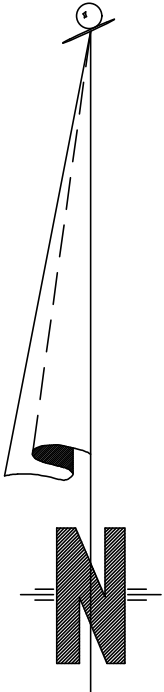
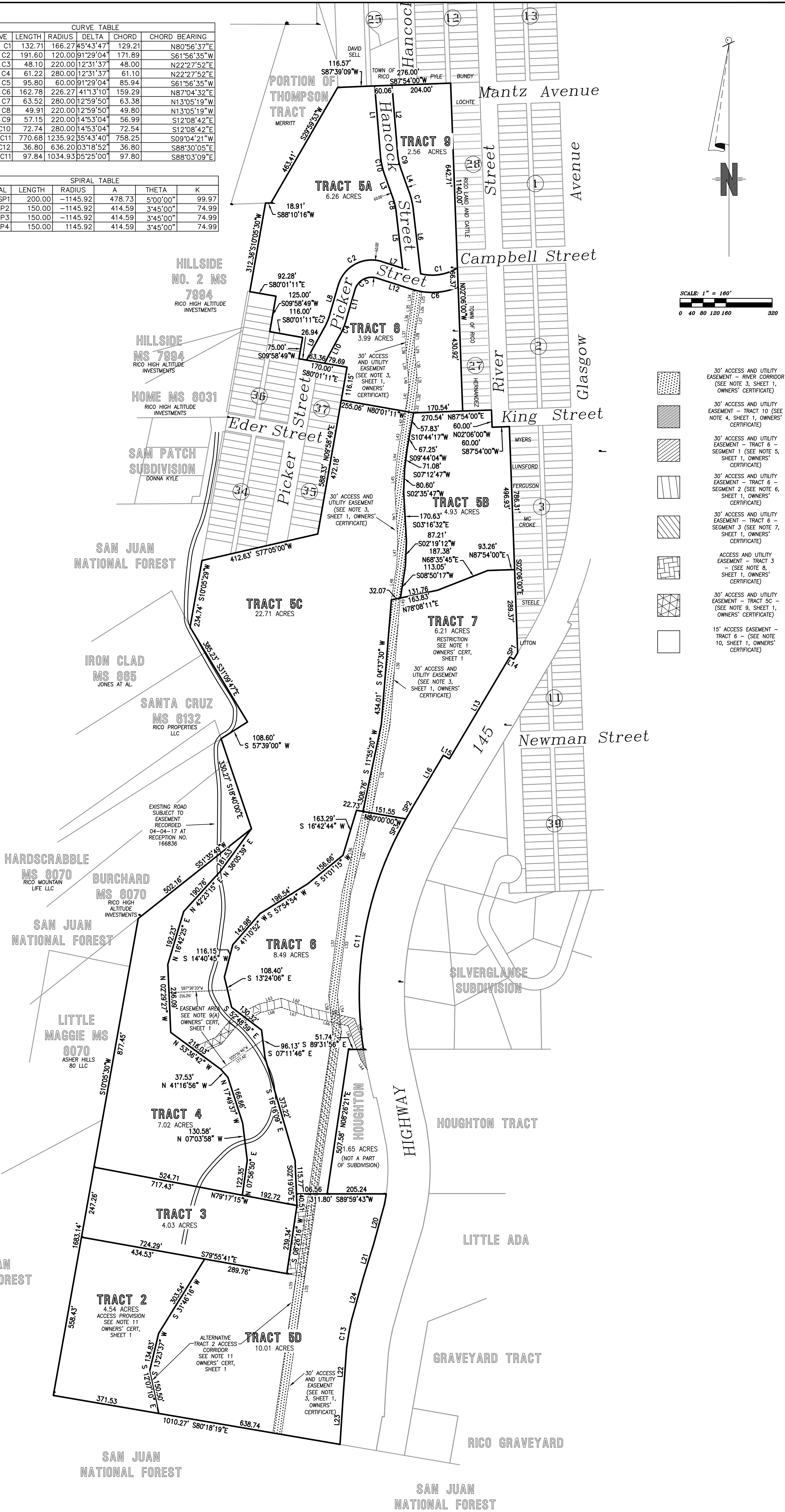
PO Box 9

Rico Colorado, 81332

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C2	191.60	120.00	91°29'04"	171.89	S61°56'35"W
C3	48.10	220.00	12°31'37"	48.00	N22°27'52"E
C4	61.22	280.00	12°31'37"	61.10	N22°27'52"E
C5	95.80	60.00	91°29'04"	85.94	S61°56'35"W
C6	162.78	226.27	41°13'10"	159.29	N87°04'32"E
C7	63.52	280.00	12°59'50"	63.38	N13°05'19"W
C8	49.91	220.00	12°59'50"	49.80	N13°05'19"W
C9	57.15	220.00	14°53'04"	56.99	S12°08'42"E
C10	72.74	280.00	14°53'04"	72.54	S12°08'42"E
C11	770.68	1235.92	35°43'40"	758.25	S09°04'21"W
C12	36.80	636.20	03°18'52"	36.80	S88°30'05"E
C11	97.84	1034.93	05°25'00"	97.80	S88°30'09"E

SPIRAL TABLE					
SPIRAL	LENGTH	RADIUS	A	THETA	K
SP1	200.00	-1145.92	478.73	5°00'00"	99.97
SP2	150.00	-1145.92	414.59	3°45'00"	74.99
SP3	150.00	-1145.92	414.59	3°45'00"	74.99
SP4	150.00	1145.92	414.59	3°45'00"	74.99

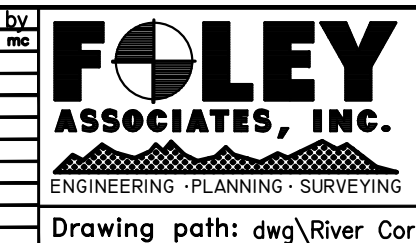


- 30' ACCESS AND UTILITY EASEMENT - RIVER CORRIDOR (SEE NOTE 3, SHEET 1, OWNERS' CERTIFICATE)
- 30' ACCESS AND UTILITY EASEMENT - TRACT 10 (SEE NOTE 4, SHEET 1, OWNERS' CERTIFICATE)
- 30' ACCESS AND UTILITY EASEMENT - TRACT 6 - SEGMENT 1 (SEE NOTE 5, SHEET 1, OWNERS' CERTIFICATE)
- 30' ACCESS AND UTILITY EASEMENT - TRACT 6 - SEGMENT 2 (SEE NOTE 6, SHEET 1, OWNERS' CERTIFICATE)
- 30' ACCESS AND UTILITY EASEMENT - TRACT 6 - SEGMENT 3 (SEE NOTE 7, SHEET 1, OWNERS' CERTIFICATE)
- ACCESS AND UTILITY EASEMENT - TRACT 3 (SEE NOTE 8, SHEET 1, OWNERS' CERTIFICATE)
- ACCESS AND UTILITY EASEMENT - TRACT 6 - SEGMENT 4 (SEE NOTE 9, SHEET 1, OWNERS' CERTIFICATE)
- 15' ACCESS EASEMENT - TRACT 6 (SEE NOTE 10, SHEET 1, OWNERS' CERTIFICATE)

RICO RIVER CORRIDOR TRACT MAP

A BOUNDARY LINE AGREEMENT LOCATED WITHIN A PORTION OF TRACT A, RICO TOWNSITE SECTIONS 35 AND 36 T.40N. R.11W, SECTIONS 1 AND 2, T.39N. R.11W. N.M.P.M. DOLORES COUNTY, COLORADO

Project Mgr:	DB
Technician:	DB
Checked by:	DB
Start date:	08/26/12



970-728-6153 970-728-6050 Fax
P.O. BOX 1385
125 W. PACIFIC, SUITE B-1
TELLURIDE, COLORADO 81435

NAME	ADDRESS	CITY	STATE	ZIP
AALLRED HOLDINGS, LLC	352 S. GREEN VALLEY LANE	ST. GEORGE	UT	847700000
ADAMS LAURIE A.	P.O. BOX 98	RICO	CO	81332
ANDERSON GREGORY E. & BENSETT	P.O. BOX 2171	TELLURIDE	CO	814350000
AUSTIN MICHAEL DEAN (BEN DEED)	117 WOODHOLLOW DR.	BERTRAM	TX	786050000
BELASCO MARIA (NORA) L. &	P.O. BOX 43	RICO	CO	81332
BENNETT THOMAS W. & GORDON R.,	P.O. BOX 830	RIDGEWAY	CO	814320000
BIG VANILLA, LLC	P.O. BOX 837	OPHIR	CO	814260000
BURLEY JW & CO, LLC	P.O. BOX 189	RICO	CO	81332
BUTTON BRETT M.	P.O. BOX 171	RICO	CO	81332
CAMEL'S GARDEN LLC	P.O. BOX 1365	TELLURIDE	CO	814350000
CAMEL'S GARDEN PARTNERS	P.O. BOX 1365	TELLURIDE	CO	814350000
CARVER JILL & LARRY D. CARVER	P.O. BOX 103	RICO	CO	81332
CLARK DOUGLAS A. & CHERYL A.	6545 EAST STALLION ROAD	PARADISE VALLEY	AZ	852530000
CLARK NITA	P.O. BOX 55	RICO	CO	81332
CLARK THOMAS A.	P.O. BOX 754	OPHIR	CO	814260000
DALLAS DIVIDE DEVELOPMENT, LLC	P.O. BOX 857	TELLURIDE	CO	814350000
DISPOSITION PROPERTIES, LLC	14555 N. SCOTTSDALE ROAD, STE 330	SCOTTSDALE	AZ	852540000
DOLORES COUNTY SCHOOL DIST RE	P.O. BOX 459	DOVE CREEK	CO	813240000
DOW PAUL R. & MARGARET K. &	3418 RIDGELINE DR.	MONTROSE	CO	814010000
DREW DEANNA	P.O. BOX 236	RICO	CO	81332
DREW PATRICK W. & DEANNA J. DRE	P.O. BOX 236	RICO	CO	81332
EBERT MICHAEL & BETTS, BARBARA	P.O. BOX 132	RICO	CO	81332
EJG-HLG FAMILY TRUST	6340 WIND RIVER POINT	COLORADO SPRINGS	CO	809230000
ELLEASE RAEGAN	P.O. BOX 1413	NORWOOD	CO	814230000
ERICKSON FAMILY TRUST DATED	13002 SOUTH 37TH STREET	PHOENIX	AZ	850440000
ETCHISON REBECCA A. & JAMES	107 BOLLINGER	GLENCARBON	IL	620340000
EVERS RONALD P.	P.O. BOX 94	RICO	CO	81332
FABIAN DAVID	P.O. BOX 111	RICO	CO	81332
FABIAN ROBERT	P.O. BOX 111	RICO	CO	81332
FERGUSON REVOCABLE TRUST	33407 N. 53RD PLACE	CAVE CREEK	AZ	853310000
FRAME DOLORES ETHEL TRUST NO.	7023 W. MAYBERRY TRAIL	PEORIA	AZ	853830000
FRUNK ANDREW MICHAEL & ANNE	P.O. BOX 264	RICO	CO	81332
GABARRON THOMAS	P.O. BOX 3003	TELLURIDE	CO	814350000
GASS GARY & CHRISTINE	P.O. BOX 102	RICO	CO	81332
GASS GARY P. & CHRISTINA L. GASS	P.O. BOX 102	RICO	CO	81332
GETTER RANDAL & AIMEE	2839 BLAIR RD.	NEW ALBIN	IA	787570000
GILBERT SUE ELLEN (BEN DEED)	607 APPLE DRIVE	CORTEZ	CO	813210000
GUSKEA MICHAEL L. & KYRIAKAKIS,	P.O. BOX 1390	TELLURIDE	CO	814350000
HAGAN CARL MICHAEL & MARY HAG	P.O. BOX 101	RICO	CO	81332
HASLER JORY	P.O. BOX 282	RICO	CO	81332
HASLER JORY & ELIZABETH A.	P.O. BOX 282	RICO	CO	81332
JACOBS SCOTT P.	P.O. BOX 242	RICO	CO	81332
HEIL ERIC JAMES & JOLYNN	1022 SUMMIT DR.	DILLON	CO	804350000
HEIL ERIC JAMES & JOLYNN H (JT)	1022 SUMMIT DR.	DILLON	CO	804350000
HEUERTZ JOHN	957 S. 73RD PLACE	KANSAS CITY	KS	661112871
LYONS SARAH & CRAIG LYONS (JT)	P.O. BOX 265	RICO	CO	81332
HOLMES DANIEL RICHARD	P.O. BOX 128	RICO	CO	81332
HOLT FAMILY TRUST	P.O. BOX 30	GILA BEND	AZ	853370030
RICO FIRE PROTECTION DISTRICT	P.O. BOX 39	RICO	CO	81332
HOUGHTON DEVELOPMENT CO LLC	760 NILE STREET	GOLDEN	CO	804010000
JOHNSON BENJAMIN D. & REBECCA E	P.O. BOX 2624	FORT DEFIANCE	AZ	865040000
KAVENEY KEVIN F. & CAROLINE S	14 NORTHGATE RD	COLORADO SPRINGS	CO	809064332
KEES BLAKE GREGORY	P.O. BOX 462	PLACERVILLE	CO	814300000
KEMPER KAREN C. & MARTIN F.	8941 RAVEN DRIVE	WOODWAY	TX	767120000
KIRSCHBAUM DEAN A & LISA M(JT)	627 OAK LEAF LANE	PRESCOTT	AZ	863030000
KNAUER DONALD W.	#308	SUNRISE	FL	333220000
KRZYMOWSKI WILLIAM W. M.D. &	1110 MARTINELLI DRIVE	GALLUP	NM	873010000
KUNZ DAVID P.	P.O. BOX 263	RICO	CO	81332
KYLE DONNA L.	P.O. BOX 1553	TELLURIDE	CO	814350000
LAMPRECHT LIVING TRUST	14007 WATERVIEW DRIVE	WILLIS	TX	773180000
GUERTIN MATTHEW J. & CHELSEY	55806 N. 330TH DR.	WICKENBURG	AZ	853900000
LEWIS VIRGINIA P.	2624 RICHARDS	WACO	TX	767101058
LINCOLN RICHARD & KAREN	25550 HWY 145	DOLORES	CO	813230000
LITTON TOMMY D.	305 SURVEYORS RD	KRUGERVILLE	TX	762270000
LIVESAY W SCOTT	405 LONDONDERRY, SUITE 203	WACO	TX	767120000
LOCHTE WILL & SANDRA K. (JT)	P.O. BOX 206	RICO	CO	813230000
BRANNON CHARLES A. & CINDY	P.O. BOX 253	RICO	AZ	813230000
MARTIN ROD	P.O. BOX 291	RICO	CO	81332

MATZICK HELEN M.	2240 CLAY ST. #606	DENVER	CO	802110000
MBNH LLC	28 S GLASGOW AVENUE	RICO	CO	81332
MC CREDY KELSEY ANNE, SCOTT	P.O. BOX 97	RICO	CO	81332
MC JOYNT KATHLEEN A. & JOSEPH V	P.O. BOX 8	RICO	CO	81332
MC MANUS ZACH	P.O. BOX 3	RICO	CO	81332
SCHRECKENGOST BRETT & CORINNE	P.O. BOX 705	OPHIR	CO	81426
MERRITT SHERYL H. LIVING TRUST	P.O. BOX 156	DOLORES	CO	813230000
MILLS ANNA LYNNE	3334 STATE STREET	EAU CLAIRE	WI	547010000
MILSTEAD JAY DOUGLAS	1420 SOUTH 6TH AVENUE	YUMA	AZ	853640000
MINERS 33, LLC	4466 W. PINE BLVD. #7F	ST. LOUIS	MO	631080000
MOGETZ LINDA LEIGH	P.O. BOX 41	TAOS SKI VALLEY	NM	875250000
MOORE CARMA, FAHRION JACK E., &	25150 RD. G. 15	CORTEZ	CO	813210000
MORRIS ROBERT J. & JEAN ANN	1907 SOUTH 14TH AVENUE	YUMA	AZ	853640000
MORRISON EDWIN, ELEANOR &	5616 HOLZE CIRCLE	WACO	TX	767100000
MOTHER LODGE ENTERPRISES, LLC	1454 KAWANA CRT.	PRESCOTT	AZ	863010000
MULDOON CORNELIUS F. & BARBARA	13142 6100 ROAD	MONTROSE	CO	814030000
MYERS KATHRYN A. (BENE DEED)	1156 EVERGREEN PATH	HAPPY JACK	AZ	860240000
NOLAN WILLIAM III & EMILY JEAN	19 MULE DEER RUN	SNOWMASS	CO	816540000
OFF BRETT	2029 SORRENTO PLACE	LAS CRUCES	NM	880050000
O'GRADY KEVIN & LINDA BURNETTE	8108 EAST GRANADA	SCOTTSDALE	AZ	852570000
O'NEAL KEVIN M. & MONICA M.	324 WEST HEFNER	OKLAHOMA CITY	OK	731140000
PASQUINELLI GARY J. FAMILY TRUST	P.O. BOX 2949	YUMA	AZ	853662949
PEREGRINE CAPITAL INVESTMENTS,	6545 EAST STALLION ROAD	PARADISE VALLEY	AZ	852530000
PERKINS S. GREGORY &	1375 SE DEER CREEK DR.	CEDAREDGE	CO	814130000
PIHLGREN DAVID IRREVOCABLE TRU	P.O. BOX 3822	TELLURIDE	CO	814350000
POLZIN JAMES EVAN	5599 SOUTH ALAMEDA ROAD	APACHE JUNCTION	AZ	851184607
POPEK MICHAEL & ALANA KAREN (JT	959 WAVERLY STREET	PALO ALTO	CA	943010000
POQUITO RICO, LTD.	2624 RICHARD DRIVE	WACO	TX	767100000
POSTON SCOTT L.	P.O. BOX 126	RICO	CO	81332
PUTNAM DOUG & CINDY	P.O. BOX 296	RICO	CO	81332
PLYE BLAIR W. & CLEVELAND,	7411 E. VISAO DR.	SCOTTSDALE	AZ	852660000
RADICKE MARY & MARANTO, SHREVE	238 ARMY BLVD.	SAN ANTONIO	TX	782150000
RED YANKEE, LLC	P.O. BOX 37	TELLURIDE	CO	814350000
REESER ERIC T.	P.O. BOX 63	RICO	CO	81332
SANDS JOSHUA M.	P.O. BOX 1701	TELLURIDE	CO	81435
KIRSCH CARL R.	P.O. BOX 334	JOSHUA TREE	CA	92252
RICO DEVELOPMENT, LLC	405 LONDONBERRY, SUITE 203	WACO	TX	767120000
RICO HIGH ALTITUDE INVESTMENTS	25552 RD N.6 LOOP	CORTEZ	CO	813210000
RICO HOTEL, LLC, A DELAWARE LLC	565 MOUNTAIN VILLAGE BLVD.	TELLURIDE	CO	814350000
RICO LAND COMPANY, LLC	P.O. BOX 3081	TELLURIDE	CO	814350000
RICO LAND DEVELOPMENT, LLC	P.O. BOX 1076	CORTEZ	CO	813210000
RICO MASONIC TEMPLE ASSOCIATIO	813 N. SLIGO ST.	CORTEZ	CO	813210000
RICO MOUNTAIN LIFE LLC.	25552 RD N.6 LOOP	CORTEZ	CO	813210000
RICO RENAISSANCE L.L.C.	25552 RD N.6 LOOP	CORTEZ	CO	813210000
RICO RIVER VILLAGE, L.L.C.	6545 EAST STALLION ROAD	PARADISE VALLEY	AZ	852530000
RICO SUAVE, LLC	P.O. BOX 2338	ABILENE	TX	796040000
RICO TELEPHONE COMPANY, INC	P.O. BOX 324	ROCKLAND	ID	83271
RIDGE JAMES F., JR.	103 BRYANT RANCH ROAD	SAN ANGELO	TX	76904
RIMMON FAMILY TRUST	455 GOULD AVENUE	HERMOSA BEACH	CA	90254
ROBERTSON SUSAN M. (BEN DEED)	P.O. BOX 53	RICO	CO	81332
ROTHSCHILD C. DESIREE & KARIN H.	190 CRYSTAL RD	CARBONDALE	CO	81623
RTC 3, LLC	P.O. BOX 8	RICO	CO	81332
SAN JUAN NATIONAL FOREST	15 BURNETTE COURT	DURANGO	CO	81301
SCARBOROUGH JOHN L. & NANCY L.	P.O. BOX 247	RICO	CO	81332
POSTON SCOTT L.	P.O. BOX 126	RICO	CO	81332
SILVER CREEK LAND COMPANY LLC	400 COLONY SQUARE NE, SUITE 525	ATLANTA	GA	303610000
SINGLETON FAMILY IRREVOCABLE	2001 LINCOLN STREET #3122	DENVER	CO	802020000
SMITH KIPLYNN	P.O. BOX 474	TELLURIDE	CO	814350000
SPRING YOUR MIRACLE, LLC	P.O. BOX 1044	TELLURIDE	CO	814350000
STEELE LARRY & SUSAN STEELE	P.O. BOX 187	RICO	CO	81332
STERLING TRUST CO. CUST,	P.O. BOX 303	PARADOX	CO	814290000
STEWART JIMMY KERMIT	614 HAWKINS AVE	SANFORD	NC	273300000
SVOBODA ALLYN C.	P.O. BOX 212	RICO	CO	81332
SWEET ERIN E.	27696 HIGHWAY 145	DOLORES	CO	813239715
TANGUAY KYLE DAVID & MADELINE	P.O. BOX 252	RICO	CO	81332
TEACHER BD, INC. MONEY PURCHASI	280 WIGMORE DRIVE	PASADENA	CA	911050000
GETIN MESUT	8125 W. 94TH AVENUE	WESTMINSTER	CO	80021
TRALLER P.M.	617 RIDGE LEA CT.	FARMINGTON	NM	874010000
QUARLES DIANE T. & RONALD L.	GENERAL DELIVERY	RICO	CO	81332

TRUELSEN DEANNA E.	P.O. BOX 458	DOLOROS	CO	813230000
TURRIN MICHAEL J.	P.O. BOX 3641	TELLURIDE	CO	814350000
UNGER GEOFFREY	1221 NE 60TH AVE.	PORTLAND	OR	972130000
UTE TRAIL MTN. HOMES, LLC.	952 GRETNA GREEN WAY	LOS ANGELES	CA	900490000
CASANOVA COLIN & MARIA	675 TWO RIVERS DR	TELLURIDE	CO	81435
VANDERGRIF GARY L. & DEBRA K.	1303 LAWSON	MIDLAND	TX	797010000
WALKER RONALD A. & DIANE S.	706 JUSTICE DRIVE	FORT COLLINS	CO	805260000
WARD HEATH S. & WENDY J. WARD(J	4102 BAILEY DR.	WINTERVILLE	NC	285900000
WATERS MAUREEN & JEFFREY A.	P.O. BOX 2916	TELLURIDE	CO	814350000
WEISBROD DALE CHARLES	1302 PIONEER RD.	DELTA	CO	814162734
WHEATON JOHN	P.O. BOX 149	TELLURIDE	CO	814350000
WILLIAMS STEVEN E. REVOCABLE	1623 EAST DEL RIO STREET	CHANDLER	AZ	852250000
WILLMARTH DARYL	6701 N. CALLE PADRE FELIPE	TUCSON	AZ	857180000
YELLOWMAN LINDA & GENEVIEVE	P.O. BOX 36	RICO	CO	81332
ZELLER SKIP	SILVERTON STAR RTE.	DURANGO	CO	813010000

Recorded at _____
 Reception No. _____

137551
 Page: 1 of 9
 02/21/1997 04:42P BK 279 PG 143 CORR
 REC 46.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

CORRECTION WARRANTY DEED

THIS DEED. Made this 21st day of February, 1997.
 between Rico Properties Limited Liability Company
 PO BOX 220
 RICO CO 81332

of the County of Dolores and State of Colorado
 grantor, and
 Rico River Village LLC

STATE DOCUMENTARY FEE
 Date 2-21-97
 \$ Exempt

whose legal address is 6545 E. STALLION Rd. Paradise Valley

of the and State of ARIZONA, grantee:
 WITNESSETH. That the grantor, for and in consideration of the sum of

ten AND 00/100 DOLLARS. (10.00/100)

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Dolores and State of Colorado, described as follows:

See Exhibits WD--RIC-1, -2 & -3

[This correction deed is a mere re-recording OF the Deed dated 11/22/95, recorded 11/29/95, book 271, page 450] for sequencing purposes only.

also known by street and number as

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 grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except for taxes for the current year, a lien but not yet due or payable, easements, restrictions, reservations, covenants and rights-of-way of record, if any.

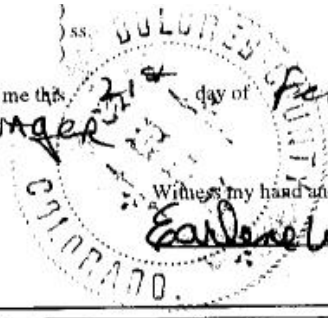
The grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders. IN WITNESS WHEREOF, the grantor has executed this deed on the date set forth above.

Rico Properties Limited Liability Company
 by Stanley A. Foster
 STANLEY A. FOSTER, Manager

STATE OF ~~COLORADO~~
COUNTY OF DOLores

The foregoing instrument was acknowledged before me this 21st day of February, 1997, by
STANLEY A. FOSTER, MANAGER

~~My Commission expires:~~



Witness my hand and official seal.

Earlene White, Dolores
County Clerk
Notary Public

ASSUMPWC

WARRANTY DEED (for Photographic Record)

EXHIBIT WD-RIC-1

A tract of land in the SE 1/4 of Section 35, T.40N., R.11W., N.M.P.M., Dolores County, Colorado, being more particularly described as follows:

Beginning at a point on the East R/W of the Rio Grande Southern Right of Way from which the SE Corner of Section 35, T.40N., R.11W., N.M.P.M., Dolores County, Colorado, bears S.41°03'43"E. a distance 654.08 feet;

thence, N.08°27'43"E. a distance of 556.14 feet along the West line of the Houghton Tract;

thence, East a distance of 53.03 feet along the North line of the Houghton Tract;

thence, N.09°41'00"W. a distance of 3.30 feet along the West R/W of Colorado Highway 145;

thence, 858.20 feet along the arc of a curve to the right with a radius of 1235.92 feet, the long chord of which bears N.11°08'09"E. a distance of 841.10 feet along the West R/W of Colorado Highway 145;

thence, N.80°00'00"W. a distance of 448.90 feet along the South line of the Winkfield tract to the C/L of the Dolores River;

thence, S.04°51'16"W. a distance of 366.98 feet along the C/L of the Dolores River;

thence, S.12°11'19"W. a distance of 255.71 feet along the C/L of the Dolores River;

thence, S.07°11'46"E. a distance of 293.11 feet along the C/L of the Dolores River;

thence, S.16°16'09"E. a distance of 373.22 feet along the C/L of the Dolores River;

thence, S.05°18'00"W. a distance of 191.31 feet along the C/L of the Dolores River;

thence, S.80°00'00"E. a distance of 110.83 feet to the point of beginning,

County of Dolores,
State of Colorado.

137551
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02/21/1997 04:42P BK 279 PG 144 CORR
REC 46.00 DOC 0.00 NOT 0.00 DOLORES COUNTY , CO

UNOFFICIAL DOCUMENT

EXHIBIT WD-RIC-2

1. Taxes for the year 1995 and subsequent years, a lien not yet due and payable.
2. Reservation of all minerals, lodes, deposits and veins of land underneath the surface of the Town of Rico; and all mining rights and easements therefor.
3. Easements, restrictions, reservations, rights of way and all other matters as disclosed on plat of said subdivision.
4. All streets, alleys, utility poles and easements, rights of way, drainage facilities and watercourses visible and of record.
5. Course of the Dolores River and other watercourses and the continuing flow of water therein.
6. Any portion of subject property lying in and being used as State Highway.
7. See Exhibit "WD-RIC-3", attached hereto and incorporated herein by this reference.

 137551
Page: 3 of 9
02/21/1997 04:42P BK 279 PG 145 CORR
REC 46.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

UNOFFICIAL DOCUMENT

EXHIBIT WD-RIC-3

RESERVATION OF EASEMENT
BETWEEN RICO PROPERTIES, LLC ("GRANTOR") and RICO RIVER VILLAGE, a
Limited Liability Company (hereinafter referred to as "GRANTEE")

Grantor reserves unto itself, its heirs, successors and assigns a nonexclusive easement along and through the center line of the existing roadway on the property being conveyed hereunder, as shown on the survey dated August 28, 1995, revised September 7, 1995, annexed hereto as Exhibit A, and from said center line extending through the Rio Grande Southern right-of-way southerly to the property line of the property conveyed hereunder, as shown on the annexed Exhibit A; said easement to be sixty (60) feet wide or as wide as would be necessary for a public roadway pursuant to the minimum requirements proposed by the applicable rules and regulations of the Town of Rico, County of Dolores, and/or State of Colorado at the time such roadway is constructed or required; said easement shall be for the purpose of ingress and egress to any properties owned or optioned by Rico Properties LLC, Rico Renaissance LLC, Rico Land and Cattle Company, their heirs, successors or assigns, and for the additional purposes of the construction and use of public and private roadways, utility or sewer installation and pedestrian walkways. Grantor also reserves for itself, its heirs, executors and assigns a nonexclusive easement over the property being conveyed herein sufficient to allow the construction of a bridge across the Dolores River (not to be constructed farther north than 307 feet extending north from southern most border of the property being conveyed herein) together with ingress and egress to and from and over said bridge. The parties agree that if it is later determined that the survey is in any way inaccurate, they shall revise this easement so as to effect the intent of this reservation of easement in favor of Grantor.

Grantee hereby agrees for itself its successors and assigns, that if Grantee or any affiliated or related (said terms to be interpreted in their broadest sense) entity or person acquires the Houghton Tract, as described on the aforesaid map, then Grantee shall convey, grant and deed (or shall cause such related entity or person to convey, grant and deed) unto Grantor an easement providing access to the above described easement running through the center line of the existing roadway and connecting the above described easement to Colorado Highway 145, said easement to be as wide and for the purposes and for the benefit of the parties described above.

Grantor and Grantee agree for themselves, their successors and assigns that the easements reserved herein, or any one of them, may be relocated, provided: (i) the party desiring the relocation gives written notice thereof to the other party, (ii) the other party grants written approval of such relocation, which written approval shall not be unreasonably withheld (for this purpose, it shall not be deemed unreasonable to withhold consent if the relocation would have a material adverse economic effect), and (iii) the requesting party pays all costs and expenses related to the relocation of the easement.

Grantor reserves for itself, its successors and assigns a twenty-foot-wide (20 ft.) utility easement adjacent to and running along Highway 145 from the northern-most part of the property to the point where the Houghton Tract begins, as shown on the survey dated August 29, 1995, revised September 7, 1995, annexed hereto as Exhibit A, and then westerly along the boundary line of

 **137551**
 Page: 4 of 9
 02/21/1997 04:42P BK 279 PG 146 CORR
 REC 46.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

the Houghton Tract. Said easement shall be for the sole purpose of providing public utility service, including without limitation, sewer, electric, gas and water. Grantor agrees that notwithstanding the reservation of this easement, said twenty-foot (20 ft.) easement area shall only be used if said utilities cannot otherwise be located (as determined by the officials of the Town of Rico in their sole and absolute discretion) in the existing utility easement presently located in the right-of-way of Highway 145 (or if no such utility easement presently exists, then in a newly created utility easement in the right-of-way of Highway 145). Grantor agrees that it shall not grant such easement to the Town of Rico unless the Town of Rico agrees to release, discharge and forego any proscriptive right that it may have to the existing path/road running north/south through the subject property, shown generally as a shaded area on Exhibit A, annexed hereto.

Grantor and Grantee, their heirs, successors and assigns, agree to share on a pro rata basis (based upon the number of hotel/lodge units and/or residential dwellings which can be serviced by the access roadway as prescribed by the Town's zoning) all costs relating to (i) the construction of an access roadway from Colorado Highway 145 to the point where said access road intersects the center line of the Rio Grande Southern right-of-way, and (ii) an accel/decel lane(s) ("Turn Lane") coming from highway 145, in the event that the Town of Rico or the State highway department requires said Turn Lane. The first of the Grantor or Grantee to construct said joint access road (or in the case of a Turn Lane, the one whose activities caused the requirement that the Turn Lane be constructed) will have the exclusive right to design, and exclusive obligation to pay the initial costs of, the joint access road (or Turn Lane, as the case may be); and will thereafter be reimbursed by the other in an amount equal to the pro rata share of such costs which such other is obligated to pay, said payment to be made at such time as the first building permit is issued to such other.

Grantor and Grantee agree that maintenance of the easement areas described herein shall be the responsibility of both Grantor and Grantee based upon a pro rata basis, as set forth in the easement; provided, however, Grantor, together with Grantor's successors and assigns, agrees that it shall be solely responsible for construction and maintenance of all of the easement area located south of the access road, described earlier, any bridge constructed across the Dolores River and any such roadway providing ingress and egress to and from and over such bridge, all as shown by cross-hatching on the plat of the easement area attached hereto.

Grantor and Grantee agree for themselves, their heirs, successors and assigns that, if either party brings a legal action or any proceeding against the other because of the other's failure or refusal to fulfill the other's obligations, within thirty(30) days written notice to do so, then the other shall be liable for and shall pay all legal fees and expenses incurred by the party who brought the legal action or proceeding.

Any and all amounts due and payable hereunder by either party to the other shall remain a lien upon the property until such amount is paid in full.

All of the terms and provisions of this Reservation of Easement shall survive the closing of title, and shall be part of and incorporated in the deed to be delivered at closing.


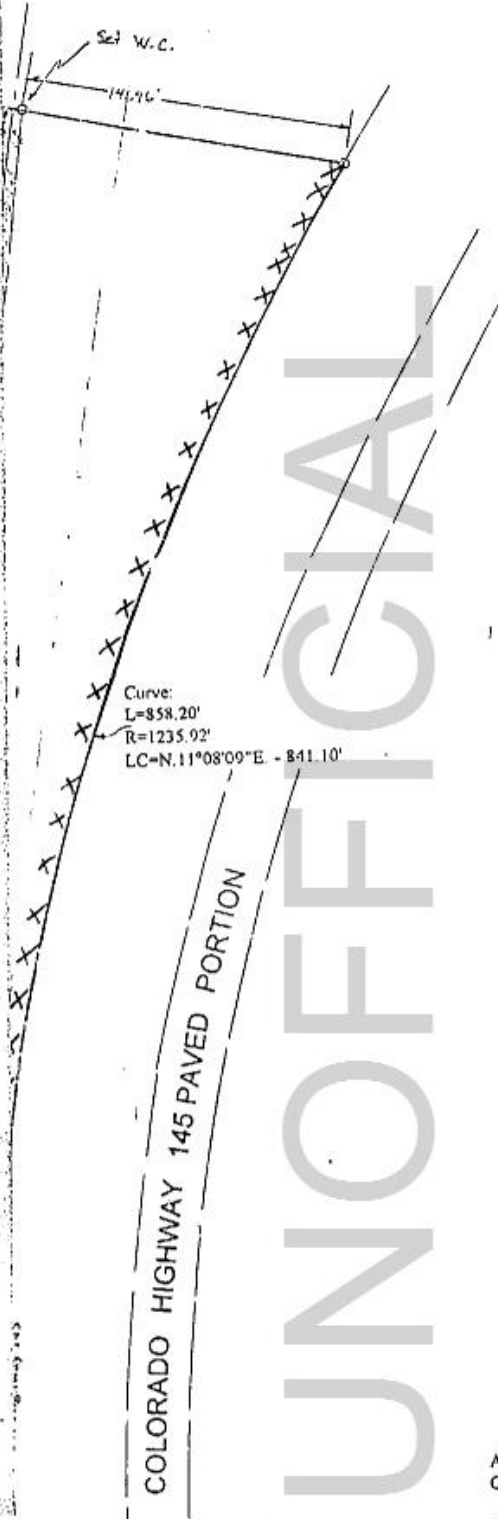
 137551
Page: 5 of 9
02/21/1997 04:42P BK 279 PG 147 CORR
REC 46.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

EXHIBIT A

CKER TRACT



UNOFFICIAL DOCUMENT

LEGAL DESCRIPTION

A tract of land in the SE 1/4 of Section 35, T.40N., R.11W., N.M.P.M., Dolores County, Colorado, being more particularly described as follows:

... of the Rio Grande Southern Right of Way from

157001
Page: 6 of 9
02/21/1997 04:42P BK 279 PG 148 CORR
REC 46.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

Colorado, bears S 41°03'43"E. a distance of 654.08 feet;
 thence, N.08°27'43"E. a distance of 556.14 feet along the West line of the
 Houghton Tract,
 thence, East a distance of 53.03 feet along the North line of the Houghton Tract;
 thence, N.09°41'00"W. a distance of 3.30 feet along the West R/W of Colorado
 Highway 145,
 thence, 858.20 feet along the arc of a curve to the right with a radius of 1235.93 feet, the
 long chord of which bears N.11°08'09"E. a distance of 841.10 feet along the west
 R/W of Colorado Highway 145;
 thence, N.80°00'00"W. a distance of 448.90 feet along the South line of the Winkfield
 tract to the C/L of the Dolores River;
 thence, S.04°51'16"W. a distance of 366.98 feet along the C/L of the Dolores River;
 thence, S.12°11'19"W. a distance of 255.71 feet along the C/L of the Dolores River;
 thence, S.07°11'46"E. a distance of 293.11 feet along the C/L of the Dolores River;
 thence, S.16°16'09"E. a distance of 373.22 feet along the C/L of the Dolores River;
 thence, S.05°18'00"W. a distance of 191.31 feet along the C/L of the Dolores River;
 thence, S.80°00'00"E. a distance of 110.83 feet to the point of beginning, and containing
 9.35 acres, more or less.

09°41'00"W. - 3.30'

TRACT

TRACT

LEGEND:

00 00 DENOTES 60 FOOT ROADWAY/ACCESS
EASEMENT

9/16 DENOTES AREA TO BE MAINTAINED & CONSTRUCTED
ONLY BY GRANTEE

XXX DENOTES 20 FOOT UTILITY EASEMENT

KNOW ALL MEN BY THESE PRESENTS
 That I, *Frederic P. Thomas*
 do hereby certify that I prepared this plat from an
 actual and accurate survey of the land and that the
 same is true and correct to the best of my knowl-
 edge and belief.

Frederic P. Thomas
 Frederic P. Thomas
 Reg. L.S. and P.E.
 Colo. Reg. No. 6738



THOMAS Engineering, Inc.
 432 N. Broadway, Cortez, CO 81321

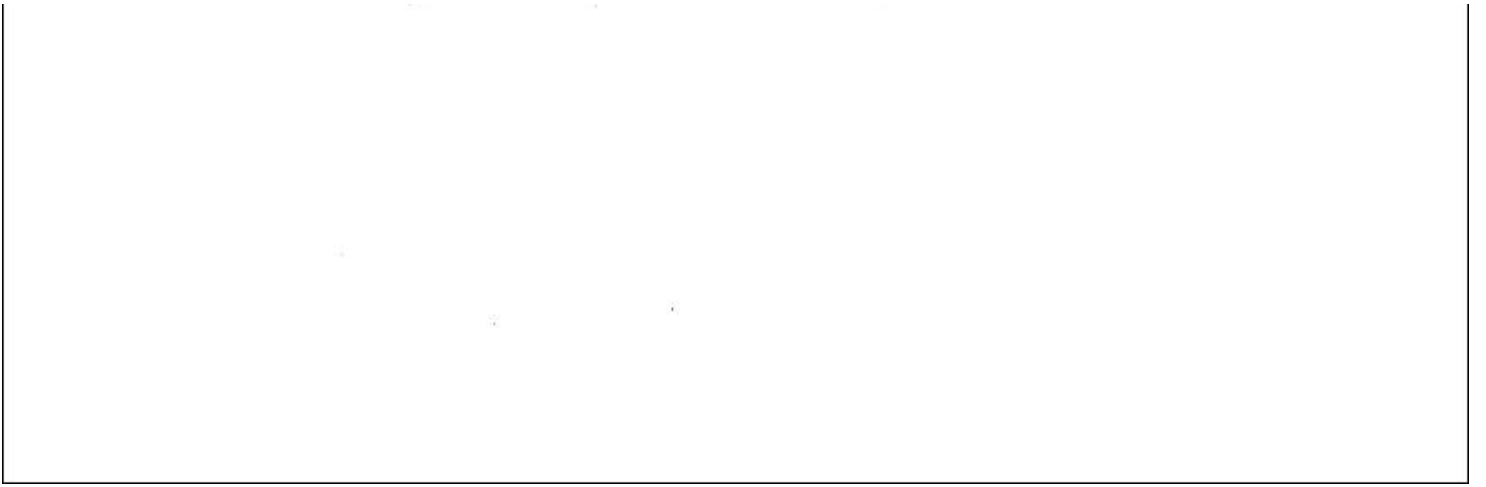
SURVEY FOR DOUG CLARK

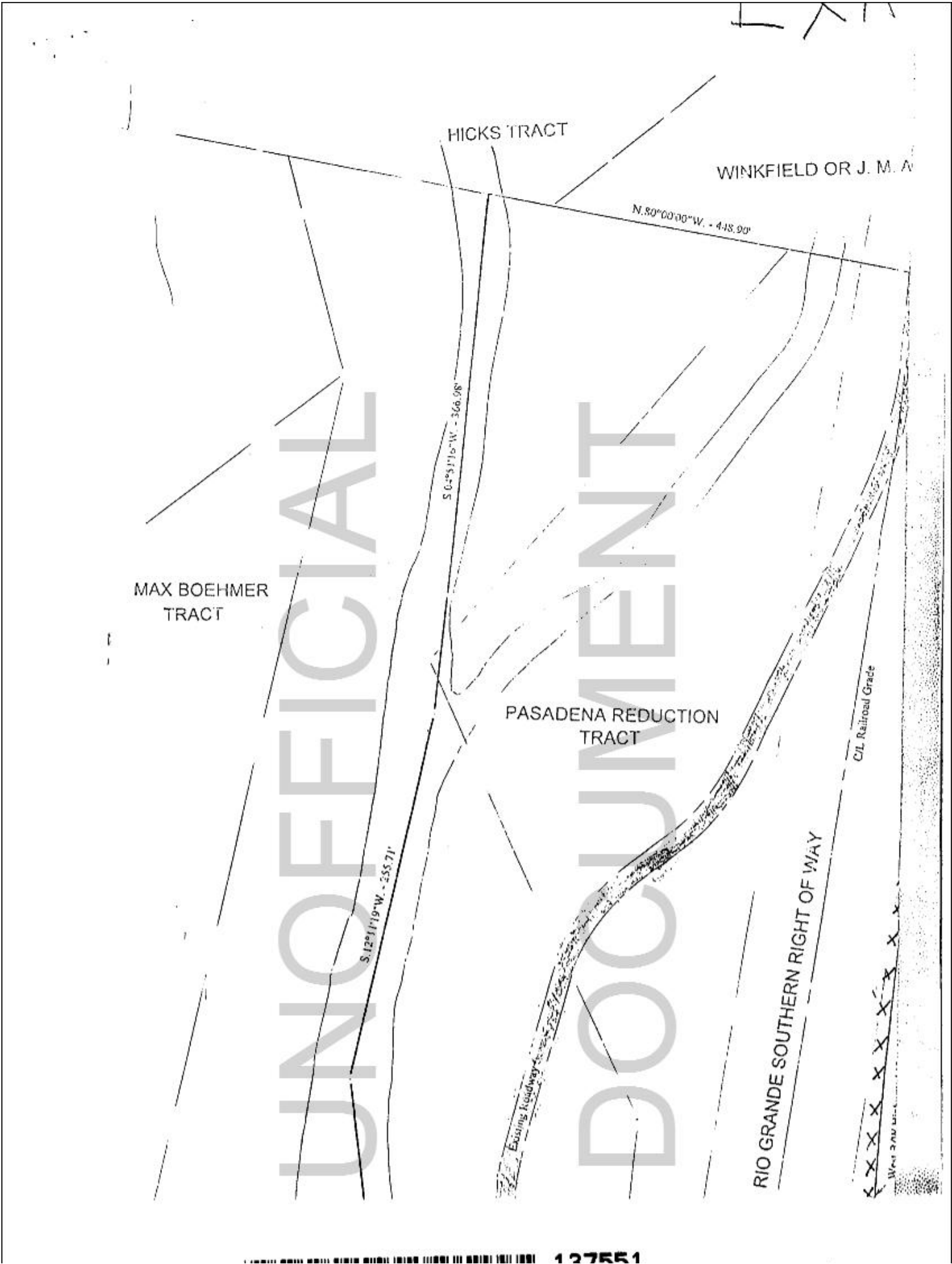
A tract of land in the SE¹/₄ of Section 35,
 T.40N., R.11W., N.M.P.M., Dolores County, Colorado

Date: 8-28-95
 Revised: 1/1/96

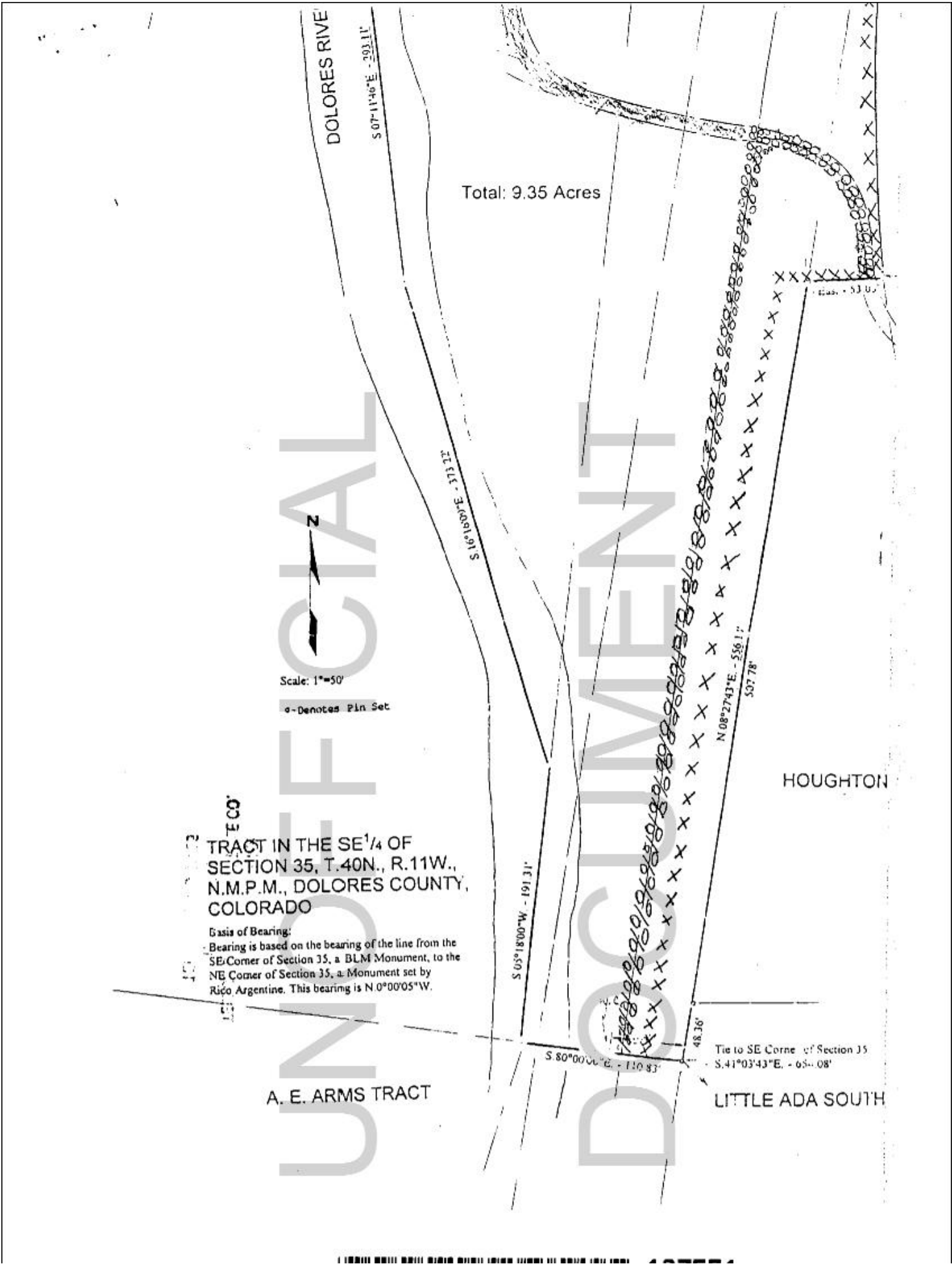
Drawn By: G.S.
 File No: _____

137551
 Page: 7 of 9
 02/21/1997 04:42P BK 279 PG 149 CORR
 REC 46.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO





137004
Page: 8 of 9
02/21/1997 04:42P BK 279 PG 150 CORR0
REC 46.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO



TRACT IN THE SE¹/₄ OF SECTION 35, T.40N., R.11W., N.M.P.M., DOLORES COUNTY, COLORADO

Basis of Bearing:
 Bearing is based on the bearing of the line from the SE Corner of Section 35, a BLM Monument, to the NE Corner of Section 35, a Monument set by Rico Argentine. This bearing is N.0°00'05"W.

A. E. ARMS TRACT


LITTLE ADA SOUTH

HOUGHTON

Total: 9.35 Acres

Scale: 1"=50'
o - Denotes Pin Set

UNOFFICIAL DOCUMENT

 137551
Page: 9 of 9
02/21/1997 04:42P BK 279 PG 151 CORR
REC 46.00 DOC 0.00 NOT 0.00 DOLORES COUNTY ,CO

Recorded at 3:36 o'clock P.M. AUG 31, 2001
Reception No. 143937 Book 307 Page 44-45
Earlene White Recorder, Dolores Co 1072 Colorado

WARRANTY DEED

THIS DEED, dated August 28, 2001

between GRADY LEAVELL and HELEN LEAVELL of the County of Dolores and State of Colorado, grantors,

and LINDA BURNETT and KEVIN O'GRADY, grantees, whose legal address is 8108 Granada, Scottsdale, Arizona 85257.

STATE DOCUMENTARY FEE
Date AUG 31, 2001
4.00

WITNESS, that the grantors, for and in consideration of the sum of FORTY THOUSAND AND NO/100 DOLLARS (\$40,000.00), the receipt and sufficiency of which is hereby acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the grantees, their successors and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Dolores and State of Colorado, described as follows:

That portion of the following described property lying within A. E. Arms Tract Center.

A tract of land located within the Townsite of Rico being more particularly described as follows: Beginning at a point on line 30-31 of the second amended survey of the Town of Rico South 10° West a distance of 890.00 feet from Corner No. 31; thence South 10° West a distance of 240.00 feet to a point; thence South 80° East a distance of 724.00 feet to the West line of the Rio Grande Southern Railroad right of way; thence North 08°30' East a distance of 240.10 feet; thence North 80° West a distance of 717.80 feet to the point of beginning.

SUBJECT TO THE FOLLOWING:

All interest in oil, gas, coal and other mineral rights, being either express or implied, associated with or incidental to the ownership or exercise of rights under any oil, gas, coal or mineral reservation, grant or lease, and all rights, privileges and easements with respect thereto, and any and all assignments thereof or interests therein.

All mines, minerals, metals, lodes, deposits, veins and all mineral bearing ores, rocks, all mining rights as conveyed to Rico Argentine Mining Company and all rights, either express or implied, other than the surface estate, as reflected in Decree recorded July 16, 1954 in Book 75 at Page 169.

Easement(s) and plat notes, if any, as shown and set forth on plat of said subdivision according to the plat thereof filed for record in the office of the Clerk and Recorder of Dolores County.

Any rights, title or interest of the general public, the State of Colorado and/or the United States in and to the bed and banks of Dolores River.

Any tax, assessment, fees or charges by reason of the inclusion of the subject property in the local street improvement, water or sanitation districts.

also known by street and number as:
assessor's schedule or parcel number:

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, 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 grantors, 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 grantees, their successors and assigns forever. The grantors, for themselves, their heirs and personal representatives, do covenant, grant, bargain, and agree to and with the grantees, their successors and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, have 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, encumbrances and restrictions of whatever kind or nature soever, except subject to any and all easements, reservations and rights of way visible and/or of record.

THE SUBJECT PROPERTY MAY BE LOCATED IN A SPECIAL TAXING DISTRICT.

The grantors shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantees, their successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

The singular number shall include the plural. the plural the singular. and the use of any gender shall be applicable to

all genders.

IN WITNESS WHEREOF, the grantors have executed this deed on the date set forth above.

Grady & Leavell

GRADY LEAVELL
Grady Leavell

Helen L. Leavell

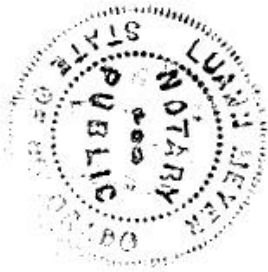
HELEN LEAVELL
Helen Leavell

reception No. 143937 Book 307 Page 415

STATE OF COLORADO

County of Montezuma

The foregoing instrument was acknowledged before me this 28th day of August, 2001, by Grady Leavell and Helen Leavell.



Witness my hand and official seal.
My commission expires: 12/22/2001

Luanne Leavell
Notary Public

UNOFFICIAL DOCUMENT

No. 952, Rev. 3-98, WARRANTY DEED

After recordation, send original deed to:

200700154989
09-21-2007 At 11:31 am.
WARRANTY D 21.00
DOC FEES .00
OR Book 366 Page 41 -- 44
LARITA RANDOLPH
CLERK & RECORDER

Susan Baker, Esq.
Rico Town Attorney
P.O. Box 56
Rico, Colorado 81332

WARRANTY DEED

WARRANTY DEED made this 15th day of September, 2006, between RICO LAND AND CATTLE CO., a Colorado corporation, as "Grantor", and the TOWN OF RICO, COLORADO, a home rule municipality, whose address is 2 Commercial Street, P.O. Box 56, Rico, Colorado 81332, as "Grantee".

WITNESSETH, that the grantor for and in the consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, its successors and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Dolores and State of Colorado described as follows:

The legal description to the subject real property is set forth on attached Exhibit A and incorporated herein by reference as though fully set forth.

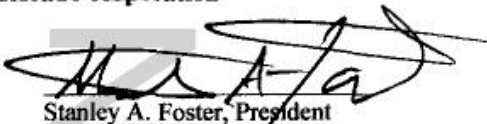
TOGETHER with all and singular hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. And the Grantor for himself, his heirs and personal representatives does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the encasing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefensible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed on the date set forth above.

GRANTOR: **RICO LAND AND CATTLE CO.,**
a Colorado corporation

By: 
Stanley A. Foster, President



STATE OF COLORADO)
) ss.
COUNTY OF DOLORES)

The foregoing Deed was acknowledged before me this 15th of August, 2006, by Stanley A. Foster, President of Rico Land and Cattle Co., the Grantor.

Witness my hand and official seal.
My commission expires: 10-10-2010

Kelly Romaine
Notary Public



UNOFFICIAL DOCUMENT

**FOLEY ASSOCIATES, INC.
CIVIL ENGINEERING AND LAND SURVEYING
P. O. BOX 1385
TELLURIDE, CO 81435
970-728-6153**

PROPERTY DESCRIPTION

A portion of Tract A, Townsite of Rico according the Second Amended Survey of the Townsite of Rico, Dolores County, Colorado further described as follows;

BEGINNING at the intersection of the westerly Colorado State Highway 145 Right-of-Way and Line 29-30 of said Townsite of Rico according the Second Amended Survey of the Townsite of Rico;

THENCE northwesterly along said Line 29-30 to a point from which Corner 30 of said Rico Townsite bears N 80° W 372.33 feet;

THENCE N 12°07'10" W 100.48 feet;

THENCE N 03°44'10" W 76.27 feet;

THENCE N 13°23'37" E 109.01 feet;

THENCE N 31°46'16" E 298.75 feet to a point on the Northern boundary line of the portion of said Tract A described in the Deed recorded in Book 33 at page 110.;

THENCE southeasterly along said northern boundary line to the northeastern corner of said portion of Tract A described in the Deed recorded in Book 33 at page 110, said point being located on the western boundary of the RGS Tract as described in Receiver's Deed recorded at Book 71 pages 68-72;

THENCE along said western boundary of said RGS Tract to the intersection with the westerly extension of the southern boundary of a portion of said Tract A according to the deed recorded at Book 51, page 8;

THENCE northeasterly along said extension of said southern boundary to the southwest corner of said parcel described at Book 51, page 8;

THENCE northeasterly along the southern boundary of said parcel described at Book 51, page 8 to the intersection of the westerly Colorado State Highway 145 Right-of-Way;

THENCE southerly along the western boundary of said Colorado State Highway 145 Right-of-Way to the point of beginning POINT OF BEGINNING;

County of San Miguel,
State of Colorado

David R. Bulson,

P.L.S. #37662



Instrument 200700154991 OR Book Page 366 47

After recordation, send original deed to: 200700154991
09-21-2007 At 11:31 am.
WARRANTY D 21.00
DOC FEES .00
OR Book 366 Page 47 - 50
LARITA RANDOLPH
CLERK & RECORDER

Susan Baker, Esq.
Rico Town Attorney
P.O. Box 56
Rico, Colorado 81332

WARRANTY DEED

WARRANTY DEED made this 16th day of September, 2006, between RICO LAND AND CATTLE CO., a Colorado corporation, as "Grantor", and the TOWN OF RICO, COLORADO, a home rule municipality, whose address is 2 Commercial Street, P.O. Box 56, Rico, Colorado 81332, as "Grantee".

WITNESSETH that the grantor for and in the consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATION the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee, its successors and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Dolores and State of Colorado described as follows:

The legal description to the subject real property is set forth on attached Exhibit A and incorporated herein by reference as though fully set forth.

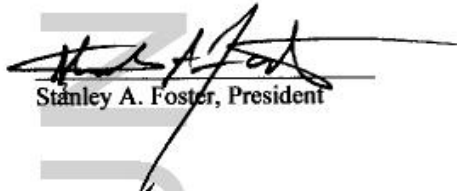
TOGETHER with all and singular hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the Grantee, its successors and assigns forever. And the Grantor for himself, his heirs and personal representatives does covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefensible estate of inheritance, in law, in fee simple, and has good night, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this Warranty Deed on the date set forth above.

GRANTOR: **RICO LAND AND CATTLE CO.,**
a Colorado corporation

By: 
Stanley A. Foster, President

STATE OF COLORADO)
) ss.
COUNTY OF DOLORES)

KELLY ROMAINE
NOTARY PUBLIC
STATE OF COLORADO

The foregoing Deed was acknowledged before me this 15th of September, 2006, by Stanley A. Foster, President of Rico Land and Cattle Co., the Grantor.

Witness my hand and official seal.
My commission expires: 6-10-2010

Kelly Romaine
Notary Public

UNOFFICIAL DOCUMENT

Instrument Book Page
200700154991 OR 366 50

**FOLEY ASSOCIATES, INC.
CIVIL ENGINEERING AND LAND SURVEYING
P. O. BOX 1385
TELLURIDE, CO 81435
970-728-6153**

PROPERTY DESCRIPTION

A portion of Tract A, Townsite of Rico according the Second Amended Survey of the Townsite of Rico, Dolores County, Colorado further described as follows;

BEGINNING at the intersection of the westerly Colorado State Highway 145 Right-of-Way and Line 29-30 of said Townsite of Rico according the Second Amended Survey of the Townsite of Rico;

THENCE northwesterly along said Line 29-30 to a point from which Corner 30 of said Rico Townsite bears N 80° W 372.33 feet;

THENCE N 12°07'10" W 100.48 feet;

THENCE N 03°44'10" W 76.27 feet;

THENCE N 13°23'37" E 109.01 feet;

THENCE N 31°46'16" E 298.75 feet to a point on the Northern boundary line of the portion of said Tract A described in the Deed recorded in Book 33 at page 110.;

THENCE southeasterly along said northern boundary line to the northeastern corner of said portion of Tract A described in the Deed recorded in Book 33 at page 110, said point being located on the western boundary of the RGS Tract as described in Receiver's Deed recorded at Book 71 pages 68-72;

THENCE along said western boundary of said RGS Tract to the intersection with the westerly extension of the southern boundary of a portion of said Tract A according to the deed recorded at Book 51, page 8;

THENCE northeasterly along said extension of said southern boundary to the southwest corner of said parcel described at Book 51, page 8;

THENCE northeasterly along the southern boundary of said parcel described at Book 51, page 8 to the intersection of the westerly Colorado State Highway 145 Right-of-Way;

THENCE southerly along the western boundary of said Colorado State Highway 145 Right-of-Way to the point of beginning POINT OF BEGINNING;

County of San Miguel,
State of Colorado

David R. Bulson,

P.L.S. #37662

Instrument Book Page
200700154992 DR 366 51

200700154992
09-21-2007 At 11:31 am.
EASEMENT 31.00
DOC FEES .00
DR Book 366 Page 51 - 56
LARITA RANDOLPH
CLERK & RECORDER

Mike England, Manager
Town of Rico
P.O. Box 189
Rico, CO 81332

GRANT OF EASEMENT TO THE TOWN OF RICO FOR WATERLINE EASEMENT

GRANT OF EASEMENT made this 15th day of September, 2006, by and between Rico Mountain Life, LLC, a Colorado limited liability company (hereinafter collectively referred to as "Grantor") and the Town of Rico, Colorado, a home rule municipality under the laws of the State of Colorado (hereinafter referred to a "Grantee").

RECITALS

- (a) Rico Mountain Life, LLC, is the owner of a tract of real property legally described as follows:
- Evening Call Patented Mining Claim, M.S. #8029,
County of Dolores
State of Colorado (the "Property");
- (b) The Town of Rico, Colorado, has a municipal water line that has been inadvertently constructed on a tract of real property owned and managed by the United States Department of Agriculture, United States Forest Service;
- (c) The Town of Rico, Colorado, does not possess an easement, special use permit or other authority that allows for the placement of the municipal waterline on real property owned and managed by the United States Forest Service;
- (d) The Town of Rico, Colorado, has requested a subsurface waterline easement under and across the Evening Call Patented Mining Claim for the perpetual use and benefit of the Town of Rico, Colorado; and
- (e) The Town of Rico, Colorado, and Rico Mountain Life LLC, have negotiated a perpetual subsurface waterline easement on the terms and conditions set forth herein.

NOW THEREFORE in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby reserve and grant the following described utility easement:

1. **Grantor – Rico Mountain Life, LLC.** Rico Mountain Life, LLC, is the Grantor herein and owner of the above-described real estate known and commonly referred to as the Evening Call Patented Mining Claim, Dolores County, Colorado.
2. **Grantee – Town of Rico, Colorado.** The Town of Rico, Colorado, is the Grantee herein and is the

owner and operator of a water treatment plant, storage facility and underground waterline presently situated on the Evening Call Patented Mining Claim.

3. **Grant of Subsurface Easement for Waterline.** Grantor does hereby grant, convey, transfer and sell to Grantee for the use and benefit of the Town of Rico, Colorado a non-exclusive perpetual subsurface easement as more particularly described in the legal description attached hereto as Exhibit A and the survey map of the Evening Call Patented Mining Claim attached hereto as Exhibit B. Exhibit A and B are incorporated herein as though fully set forth. The easement granted herein is for the construction, installation, maintenance and operation of water treatment plant, storage facility and subsurface waterline as more particularly located and situated in Exhibits A and B. The easement area shall include an non- exclusive surface easement that shall be twenty (20) feet in width extending ten (10) feet on each side of the waterline. Grantee shall be solely responsible for any cost or expense associated with the construction, installation, use and/or maintenance of the water treatment plant, storage facility and subsurface waterline. Grantee does hereby indemnify and hold Grantor harmless from any liability, damage, injury, lien, claim or expense including attorney fees associated in any way with the use, installation, construction and/or maintenance of the subsurface and surface easement granted herein.

4. **Additional Easement Rights Granted.** In addition to the grant of easement set forth in Paragraph 3 above, Grantor grants, conveys, sells and transfers to Grantee the following additional rights:

(a) The right to construct, reconstruct, replace, remove, maintain, and to upgrade to meet changing needs, and to use the underground waterlines, as Grantee shall from time to time install for the delivery of water within Town of Rico, Colorado.

(b) The right of access to and from the easement for maintenance, construction and operation purposes and across existing roads or by such route as will cause the least damage and inconvenience to Grantor. Notwithstanding any provision herein to the contrary, the easement herein granted to Grantee shall not be for vehicular access and shall not be for installation and maintenance of surface or above ground utilities or related facilities. The foregoing shall not alter or limit the Grantee's right to maintain and operate a water treatment plant and storage facility on the Evening Call Patented Mining Claim;

(c) The right, from time to time, to trim or cut down and clear away trees and brush on the twenty (20) foot described easement area, which may be a hazard to the facilities installed within the easement;

(d) All lines, pipes and other facilities installed by Grantee within the easement area shall remain the property of the Grantee and shall be removable at the option of the Grantee; and

(e) The Grantee shall be obligated to repair any damage which Grantee or its contractors may cause to Grantor's property.

5. **Rights of Grantor.** Grantor shall have the right to use the surface of the described easement area for any purpose, including the installation of other underground utilities that are not inconsistent with the Grantee's enjoyment of the rights granted herein, provided, that Grantor shall not erect or construct, without Grantee's written consent, any building or other structure or drill or operate any well within the described easement area. In the future Grantor shall have the absolute and unconditional right to relocate the Grantee's waterline to facilitate the development of the Evening Call Patented Mining Claim, provided, said relocation is engineered and all costs are paid by Grantor. The terms of this easement shall be extended to the relocated waterlines.

6. **Termination of Easement.** If the Grantee at any time removes the waterline or discontinues its use for longer than six (6) months, the easements and easement right granted herein shall automatically terminate for all intents and purposes. Grantor shall have the right to remove any waterlines or related facilities after termination of the consent.

7. **Notices.** Any notices required or permitted herein shall be deemed delivered when deposited in the United States Mail, postage prepaid, certified or registered, addressed to the party intended at the address set forth below or to such other address as may be furnished from time to time by notice hereunder.

To Grantor: Rico Mountain Life, LLC
P.O. Box 220
Rico, Colorado 81332

To Grantee: Town of Rico
c/o Rico Town Manager
P.O. Box 56
Rico, Colorado 81332

8. **Run with the Land/Benefit.** The utility easement reserved and granted herein shall run with the land and shall inure to the benefit of the parties hereto, their heirs, successors, assigns and personal representatives.

9. **Attorney Fees and Costs.** In the event of a dispute arising out of the enforcement of the above referenced Grant of Easement, the prevailing party in any action, litigation or arbitration shall be entitled to recover all reasonable attorney fees and costs incurred.

10. **Amendment of Easement.** This Grant of Easement is the entire integrated agreement of the parties, and it supersedes and merges any prior oral or written agreements, negotiations or understanding among them. This Grant of Easement may be modified, amended, canceled or superseded, and any of the terms or conditions hereof may be waived, however said amendment and waiver may only be effectuated by a written agreement executed by all parties having an interest therein.

EXECUTED by:

GRANTOR: RICO MOUNTAIN LIFE, LLC,
a Colorado limited liability company

By: 
Stanley A. Foster, Manager

STATE OF COLORADO)
) ss.
COUNTY OF Dolores)


KELLY ROMAINE
NOTARY PUBLIC
STATE OF COLORADO

The foregoing Grant of Easement Subsurface Waterline was acknowledged before me this 15th of September, 2006, by Stanley A. Foster, Manager of Rico Mountain Life, LLC, the Grantor.

Witness my hand and official seal.
My commission expires: 6-10-2010


Notary Public

GRANTEE: TOWN OF RICO

By: Michael Engel, Rico Town Manager

STATE OF COLORADO)
COUNTY OF DOLORES) ss.

The foregoing Grant of Easement was acknowledged before me this 21 of August, 2007 by MICHAEL ENGLAND, Rico Town Manager, the Grantee.

Witness my hand and official seal.
My commission expires: _____

My Commission Expires
10/20/2010

Linda M. Yellowman
Notary Public



UNOFFICIAL DOCUMENT

970 967 2864;

Sep 27 01 2:36P

Instrument 200700154992 OR Book Page 366 55

EASEMENT

An easement, 20 feet in width, from Rice Renaissance to the Town of Rice for the installation, use, and maintenance of a waterline across portions of the Newman Minkley, M.S. 638; the Melvin Clarence Lode, M.S. 999; and the Evening Call Lode, M.S. 8827, all in the Pioneer Mining District, Dolores County, Colorado, the centerline of which is further described as follows:

Beginning at a point on the North Right of Way of Mantz Ave Town of Rice from which the Southeast corner of Block 16, Town of Rice bears $S67^{\circ}54'02''W$, 44.00'; Thence $N02^{\circ}06'00''W$, 110.00'; Thence $N87^{\circ}54'00''E$, 517.47'; Thence $S88^{\circ}41'11''W$, 579.57'; Thence $S70^{\circ}05'41''E$, 174.36'; from which the point of beginning on the North Right of Way of Mantz Ave, bears $N49^{\circ}58'13''W$, 782.09'.

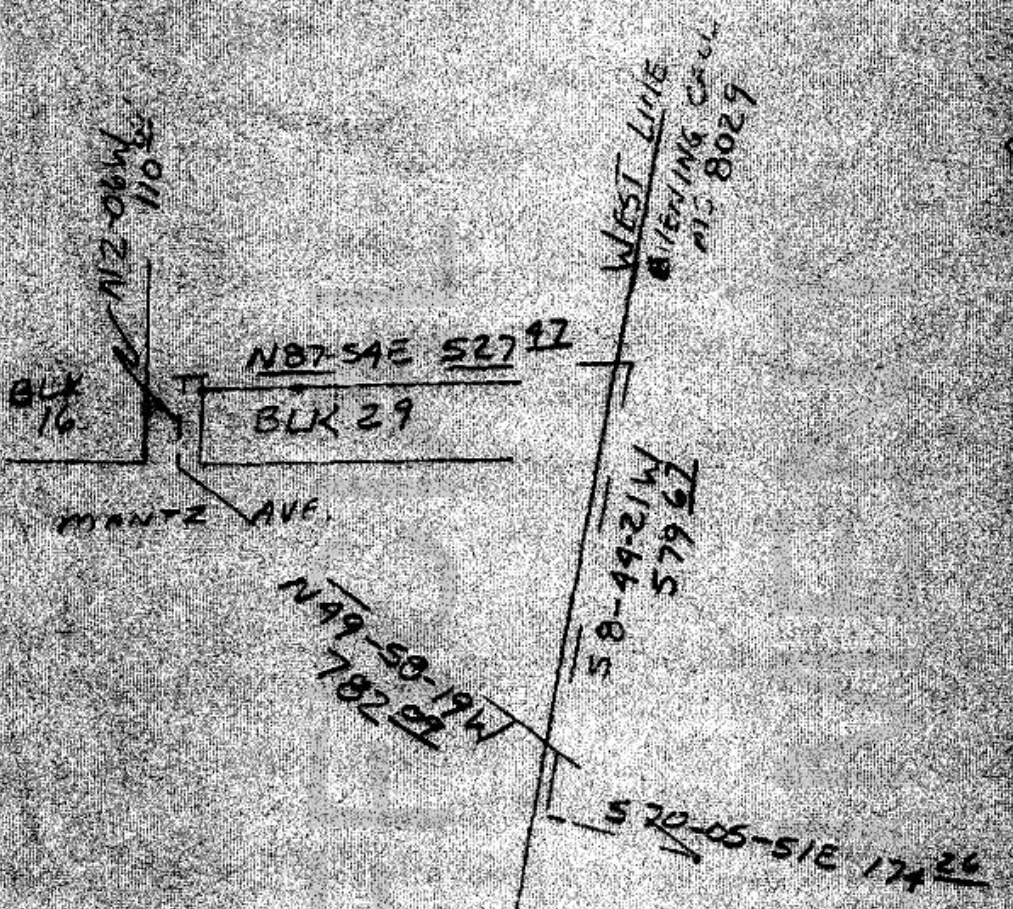


Town of Reed;

970 967 2884;

Sep-27-01 2:3

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GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.

EXHIBIT

CANYON SURVEYING

Regis E. Williams

Water Tank

SCALE 1" = 200' (WEST T OF T)

STATE DOCUMENTARY FEE

DATE 11/13/08

\$ Exempt

QUIT CLAIM DEED

THIS DEED, Made this 7th day of September, 2008, between

Rico High Altitude Investments LLC, Rico Mountain Life LLC, Rico Properties Limited Liability Company, all of which are Colorado Limited Liability Companies, and Rico Land and Cattle Co., a Colorado corporation

Of the said County of Dolores and State of Colorado, Grantors, and

Town of Rico, Colorado

whose legal address is 2 Commercial Street, PO Box 56, Rico, Colorado 81332, Grantee:

200800157426
11-13-2008 At 03:22 pm.
QUIT CLAIM 26.00
DOC FEES .00
OR Book 378 Page 158 162
LARITA RANDOLPH
CLERK & RECORDER
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WITNESS, that the Grantors, for and in no consideration, the receipt and sufficiency of which is hereby acknowledged, have remised, released, sold, conveyed, and QUIT CLAIMED, and by these presents, do remise, release, sell, convey, and Quit Claim unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantors has in and to the real property, together with improvements, if any, situate, lying and being in the County of Dolores and State of Colorado described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Should the Lodge Site described in Exhibit "A" not be acceptable or feasible for the construction of a lodge and hot springs facility, Grantors shall have the right to exchange the Lodge Site for one of the alternative lodge sites identified on the survey map of the described property prepared by Foley Associates and attached as Exhibit A to that certain Memorandum of Understanding executed by Grantors and Grantee, in which event Grantors shall convey the Lodge Site to Grantee or to NorthRico, Inc., a Colorado corporation, in exchange for the alternative lodge site that shall be selected by Grantors on or before June 1, 2010, which shall be conveyed to or as directed by Grantors. Grantors shall deliver to Grantee written notice of Grantors' intent to substitute properties on or before October 1, 2009.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantors, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its heirs and assigns forever. The singular number shall include the plural, the plural and the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the Grantors have executed this deed on the date set forth above.

Stanley A. Foster
Rico High Altitude Investments LLC by
Stanley A. Foster, Manager

Stanley A. Foster
Rico Mountain Life LLC by Stanley A. Foster,
Manager

Stanley A. Foster
Rico Properties Limited Liability Company by
Stanley A. Foster, Manager

Stanley A. Foster
Rico Land and Cattle Co., by Stanley A. Foster,
President

State of Colorado)
County of Montezuma)
San Miguel)

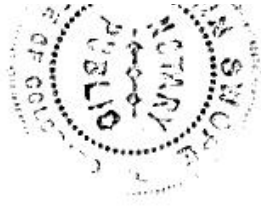
The foregoing instrument was acknowledged before me this 7th day of September, 2008, by Stanley A. Foster, Manager of Rico High Altitude Investments LLC, Rico Mountain Life LLC and Rico Properties Limited Liability Company and President of Rico Land and Cattle Co.

My commission expires 1-2-11

Witness my hand and official seal.

State of CO, County of Montezuma
Signed before me on this 9 day
of October 2008 by Stanley A. Foster
Notary Public Ann Surge

Ann Surge
Notary Public



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EXHIBIT "A"

ANY LAND LYING WITHIN THE FOLLOWING DESCRIBED PROPERTY:

A portion of Tract A, Townsite of Rico according to the United States Patent for the Townsite of Rico recorded December 18th 1891 in Book 17 at page 394 with the Dolores County Clerk and Recorder, Dolores County, State of Colorado, further described as follows;

Beginning at a point on the southern boundary of said Tract A from which Corner 30 of said Tract A bears N 80° W, 372.33 feet;

thence N12°07'10"W, a distance of 100.48 feet;

thence N03°44'10"W, a distance of 76.27 feet;

thence N13°23'37"E, a distance of 109.01 feet;

thence N31°46'16"E, a distance of 380.16 feet;

thence N31°25'10"E, a distance of 171.15 feet;

thence N07°56'50"E, a distance of 133.16 feet;

thence N07°03'58"W, a distance of 130.58 feet;

thence N17°49'37"W, a distance of 166.66 feet;

thence N41°16'56"W, a distance of 37.53 feet;

thence N53°36'42"W, a distance of 216.03 feet;

thence N02°29'27"W, a distance of 236.09 feet;

thence N16°42'25"E, a distance of 192.23 feet;

thence N42°23'15"E, a distance of 190.76 feet;

thence N36°05'39"E, a distance of 181.53 feet to corner 4 of the Burchard Lode, Mineral Survey Number 8070, United States Patent Number 27326 located in the Pioneer Mining District, Dolores County, Colorado

thence N18°40'00"W, a distance of 325.60 along the extension of the line between corner 4 and corner 1 of said Burchard Lode to the intersection with the line between corner 3 and corner 4 of the Santa Cruz Lode, Mineral Survey Number 6132, United States Patent Number 25864 located in the Pioneer Mining District, Dolores County, Colorado

thence N57°39'00"E, a distance of 100.00 feet to corner 4 of said Santa Cruz Lode;

thence N32°21'00"E, a distance of 300.00 feet to corner 1 of said Santa Cruz Lode, said corner being identical to corner 1 of the Iron Clad Lode, Mineral Survey Number 865, United States Patent Number 7967 located in the Pioneer Mining District, Dolores County, Colorado;

thence N27°00'00"W, a distance of 78.52 feet along the line between corner 1 and corner 4 of said Iron Clad Lode to the intersection with the western boundary of said Tract A, Townsite of Rico;

thence N10°00'00"W, a distance of 1888.53 feet along the western boundary of said Tract A, Townsite of Rico to the intersection with the westerly extension of the southern boundary of Block 12, Town of Rico according to the Plat recorded August 16th, 1893 at reception number 11727, Dolores County State of Colorado;

thence N 87°54'00" E, 627.45 feet along said westerly extension to the southwest corner of Lot 20 of said Block 12, Town of Rico;

thence S 02°06'00" E, 1140.00 feet along the western boundaries of Block 28 and Block 27, Town of Rico according to the Plat recorded August 16th, 1893 at reception number 11727, Dolores County State of Colorado to the southwest corner of said Block 27;

thence N 87°54'00" E, 160.00 feet to the southwest corner of Block 2, Town of Rico according to the Plat recorded August 16th, 1893 at reception number 11727, Dolores County, State of Colorado;

thence S 02°06'00" E, 1010.00 feet 846.74 feet to the western boundary of the Colorado State Highway 145 right-of-way according to the Colorado State Highway PROJECT CR 58-0145-05

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thence along said western boundary of the Colorado State Highway 145 right-of-way the following 36 courses;

- 1)Thence southwesterly, along the arc of a 7,589.47 feet radius curve to the right, through a central angle of 00°01'56", a distance of 4.27 feet, the chord of which bears S30°38'32"W, a chord distance of 4.27 feet to a point of non-tangent curvature;
- 2)Thence southwesterly, along the arc of a 34,327.60 feet radius curve to the right, through a central angle of 00°02'00", an arc length of 19.97 feet, the chord of which bears S30°41'00"W, a chord distance of 19.97 feet;
- 3)Thence N59°18'00"W, a distance of 16.00 feet;
- 4)Thence S30°42'00"W, a distance of 411.67 feet;
- 5)Thence N59°18'00"W, a distance of 24.00 feet;
- 6)Thence S30°42'00"W, a distance of 160.01 feet to a point of curvature;
- 7)Thence southwesterly, along the arc of a 34,467.60 feet radius curve to the left, through a central angle of 00°01'30", an arc length of 15.04 feet to a point of non-tangent curvature;
- 8)Thence southwesterly, along the arc of a 7,729.47 feet radius curve to the left, through a central angle of 00°06'45", an arc length of 15.18 feet, the chord of which bears S30°36'46"W, a chord distance of 15.18 feet to a point of compound curvature;
- 9)Thence southwesterly, along the arc of a 4,673.68 feet radius curve to the left, through a central angle of 00°11'15", an arc length of 15.29 feet to a point of compound curvature;
- 10)Thence southwesterly, along the arc of a 3,364.06 feet radius curve to the left, through a central angle of 00°15'45", an arc length of 15.41 feet to a point of compound curvature;
- 11)Thence southwesterly, along the arc of a 2,636.49 feet radius curve to the left, through a central angle of 00°20'15", an arc length of 15.53 feet to a point of compound curvature;
- 12)Thence southwesterly, along the arc of a 2,173.49 feet radius curve to the left, through a central angle of 00°24'45", an arc length of 15.65 feet to a point of compound curvature;
- 13)Thence southwesterly, along the arc of a 1,852.95 feet radius curve to the left, through a central angle of 00°29'15", an arc length of 15.77 feet to a point of compound curvature;
- 14)Thence southwesterly, along the arc of a 1,617.89 feet radius curve to the left, through a central angle of 00°33'45", an arc length of 15.88 feet to a point of compound curvature;
- 15)Thence southwesterly, along the arc of a 1,438.14 feet radius curve to the left, through a central angle of 00°38'14", an arc length of 15.99 feet to a point of non-tangent curvature;
- 16)Thence southwesterly, along the arc of a 1,275.43 feet radius curve to the left, through a central angle of 00°43'29", an arc length of 16.13 feet, the chord of which bears S27°18'46"W, a chord distance of 16.13 feet to a point of compound curvature;
- 17)Thence southerly, along the arc of a 1,235.92 feet radius curve to the left, through a central angle of 36°30'00", an arc length of 787.34 feet to a point of compound curvature;
- 18)Thence southerly, along the arc of a 1,275.43 feet radius curve to the left, through a central angle of 00°43'29", an arc length of 16.13 feet to a point of non-tangent curvature;
- 19)Thence southerly, along the arc of a 1,438.14 feet radius curve to the left, through a central angle of 00°38'14", an arc length of 15.99 feet, the chord of which bears S10°35'14"E, a chord distance of 15.99 feet to a point of compound curvature;
- 20)Thence southerly, along the arc of a 1,617.89 feet radius curve to the left, through a central angle of 00°33'45", an arc length of 15.88 feet to a point of compound curvature;
- 21)Thence southerly, along the arc of a 1,852.95 feet radius curve to the left, through a central angle of 00°29'15", an arc length of 15.77 feet to a point of compound curvature;
- 22)Thence southerly, along the arc of a 2,173.49 feet radius curve to the left, through a central angle of 00°24'45", an arc length of 15.65 feet to a point of compound curvature;
- 23)Thence southerly, along the arc of a 2,636.49 feet radius curve to the left, through a central angle of 00°20'15", an arc length of 15.53 feet to a point of compound curvature;
- 24)Thence southerly, along the arc of a 3,364.06 feet radius curve to the left, through a central angle of 00°15'45", an arc length of 15.41 feet to a point of compound curvature;
- 25)Thence southerly, along the arc of a 4,673.68 feet radius curve to the left, through a central angle of 00°11'15",

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thence along said western boundary of the Colorado State Highway 145 right-of-way the following 36 courses;

- 1)Thence southwesterly, along the arc of a 7,589.47 feet radius curve to the right, through a central angle of 00°01'56", a distance of 4.27 feet, the chord of which bears S30°38'32"W, a chord distance of 4.27 feet to a point of non-tangent curvature;
- 2)Thence southwesterly, along the arc of a 34,327.60 feet radius curve to the right, through a central angle of 00°02'00", an arc length of 19.97 feet, the chord of which bears S30°41'00"W, a chord distance of 19.97 feet;
- 3)Thence N59°18'00"W, a distance of 16.00 feet;
- 4)Thence S30°42'00"W, a distance of 411.67 feet;
- 5)Thence N59°18'00"W, a distance of 24.00 feet;
- 6)Thence S30°42'00"W, a distance of 160.01 feet to a point of curvature;
- 7)Thence southwesterly, along the arc of a 34,467.60 feet radius curve to the left, through a central angle of 00°01'30", an arc length of 15.04 feet to a point of non-tangent curvature;
- 8)Thence southwesterly, along the arc of a 7,729.47 feet radius curve to the left, through a central angle of 00°06'45", an arc length of 15.18 feet, the chord of which bears S30°36'46"W, a chord distance of 15.18 feet to a point of compound curvature;
- 9)Thence southwesterly, along the arc of a 4,673.68 feet radius curve to the left, through a central angle of 00°11'15", an arc length of 15.29 feet to a point of compound curvature;
- 10)Thence southwesterly, along the arc of a 3,364.06 feet radius curve to the left, through a central angle of 00°15'45", an arc length of 15.41 feet to a point of compound curvature;
- 11)Thence southwesterly, along the arc of a 2,636.49 feet radius curve to the left, through a central angle of 00°20'15", an arc length of 15.53 feet to a point of compound curvature;
- 12)Thence southwesterly, along the arc of a 2,173.49 feet radius curve to the left, through a central angle of 00°24'45", an arc length of 15.65 feet to a point of compound curvature;
- 13)Thence southwesterly, along the arc of a 1,852.95 feet radius curve to the left, through a central angle of 00°29'15", an arc length of 15.77 feet to a point of compound curvature;
- 14)Thence southwesterly, along the arc of a 1,617.89 feet radius curve to the left, through a central angle of 00°33'45", an arc length of 15.88 feet to a point of compound curvature;
- 15)Thence southwesterly, along the arc of a 1,438.14 feet radius curve to the left, through a central angle of 00°38'14", an arc length of 15.99 feet to a point of non-tangent curvature;
- 16)Thence southwesterly, along the arc of a 1,275.43 feet radius curve to the left, through a central angle of 00°43'29", an arc length of 16.13 feet, the chord of which bears S27°18'46"W, a chord distance of 16.13 feet to a point of compound curvature;
- 17)Thence southerly, along the arc of a 1,235.92 feet radius curve to the left, through a central angle of 36°30'00", an arc length of 787.34 feet to a point of compound curvature;
- 18)Thence southerly, along the arc of a 1,275.43 feet radius curve to the left, through a central angle of 00°43'29", an arc length of 16.13 feet to a point of non-tangent curvature;
- 19)Thence southerly, along the arc of a 1,438.14 feet radius curve to the left, through a central angle of 00°38'14", an arc length of 15.99 feet, the chord of which bears S10°35'14"E, a chord distance of 15.99 feet to a point of compound curvature;
- 20)Thence southerly, along the arc of a 1,617.89 feet radius curve to the left, through a central angle of 00°33'45", an arc length of 15.88 feet to a point of compound curvature;
- 21)Thence southerly, along the arc of a 1,852.95 feet radius curve to the left, through a central angle of 00°29'15", an arc length of 15.77 feet to a point of compound curvature;
- 22)Thence southerly, along the arc of a 2,173.49 feet radius curve to the left, through a central angle of 00°24'45", an arc length of 15.65 feet to a point of compound curvature;
- 23)Thence southerly, along the arc of a 2,636.49 feet radius curve to the left, through a central angle of 00°20'15", an arc length of 15.53 feet to a point of compound curvature;
- 24)Thence southerly, along the arc of a 3,364.06 feet radius curve to the left, through a central angle of 00°15'45", an arc length of 15.41 feet to a point of compound curvature;
- 25)Thence southerly, along the arc of a 4,673.68 feet radius curve to the left, through a central angle of 00°11'15",

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an arc length of 15.29 feet to a point of compound curvature;
 26)Thence southerly, along the arc of a 7,729.47 feet radius curve to the left, through a central angle of 00°06'45", an arc length of 15.18 feet to a point of non-tangent curvature;
 27)Thence southerly, along the arc of a 34,467.60 feet radius curve to the left, through a central angle of 00°01'30", an arc length of 15.04 feet, the chord of which bears S13°17'13"E, a chord distance of 15.04 feet;
 28)Thence N76°42'27"E, a distance of 10.00 feet;
 29)Thence S13°17'33"E, a distance of 30.00 feet;
 30)Thence S11°21'34"E, a distance of 141.45 feet to a point of non-tangent curvature;
 31)Thence southerly, along the arc of a 636.20 feet radius curve to the right, through a central angle of 18°25'00", an arc length of 204.49 feet, the chord of which bears S01°54'30"W, a chord distance of 203.62 feet; Thence S15°10'34"W, a distance of 141.55 feet;
 32)Thence S17°07'00"W, a distance of 121.84 feet;
 33)Thence S15°35'12"W, a distance of 156.24 feet to a point of non-tangent curvature;
 34)Thence southerly, along the arc of a 1,034.93 feet radius curve to the left, through a central angle of 05°25'00", an arc length of 97.84 feet, the chord of which bears S09°54'30"W, a chord distance of 97.80 feet;
 35)Thence S04°07'54"W, a distance of 166.98 feet;
 36)Thence S03°41'21"W, a distance of 174.88 feet to the southern boundary of Tract A, Townsite of Rico according to the United States Patent for the Townsite of Rico recorded December 18th 1891 in Book 17 at page 394 with the Dolores County Clerk and Recorder, Dolores County, State of Colorado;
 Thence N 80° W, 638.76 feet along said southern boundary to the point of beginning.

EXPRESSLY EXCEPTING

LODGE SITE

A portion of Tract A, Townsite of Rico according to the United States Patent for the Townsite of Rico recorded December 18th 1891 in Book 17 at page 394 with the Dolores County Clerk and Recorder, Dolores County, State of Colorado, further described as follows;

Beginning at the southwest corner of Block 12, Town of Rico according to the Plat recorded August 16th, 1893 at reception number 11727, Dolores County State of Colorado;

thence N 87°54'00" E, 116.00 feet along the southern boundary of said Block 12 to the southwest corner of Lot 20 of said Block 12;

thence S 02°06'00" E, 656.37 feet along the western boundaries of Block 28 and Block 27, Town of Rico according to the Plat recorded August 16th, 1893 at reception number 11727, Dolores County State of Colorado to a point on the western boundary of said Block 27 from whence the northwest corner of said Block 27 bears N 02°06'00" W, 16.37 feet;

Thence S67°43'59"W, a distance of 53.75 feet;
 Thence S84°17'32"W, a distance of 61.57 feet;
 Thence N81°08'47"W, a distance of 20.73 feet;
 Thence N07°05'31"W, a distance of 178.39 feet
 Thence N11°46'26"W, a distance of 74.61 feet
 Thence N15°23'32"W, a distance of 152.46 feet
 Thence N09°23'24"W, a distance of 118.82 feet



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Thence N03°35'08"W, a distance of 157.38 feet to a point on the southern boundary of Block 25, Town of Rico according to the Plat recorded August 16th, 1893 at reception number 11727, Dolores County State of Colorado;

Thence N87°54'00"E, a distance of 98.53 feet along said southern boundary to the POINT OF BEGINNING,

Dolores County, State of Colorado;

COLUMBIA PILE

A portion of Tract A, Townsite of Rico according to the United States Patent for the Townsite of Rico recorded December 18th 1891 in Book 17 at page 394 with the Dolores County Clerk and Recorder, Dolores County, State of Colorado, further described as follows;

Beginning at the southwest corner of Lot 38, Block 11, Town of Rico according to the Plat recorded August 16th, 1893 at reception number 11727, Dolores County State of Colorado;

thence S 02°06'00" E, 151.74 feet to the western boundary of the Colorado State Highway 145 right-of-way according to the Colorado State Highway PROJECT CR 58-0145-05

thence along said western boundary of the Colorado State Highway 145 right-of-way the following 6 courses;

- 1)Thence S30°40'34"W, a distance of 24.23 feet;
- 2)Thence N59°18'00"W, a distance of 16.00 feet;
- 3)Thence N30°42'00"W, a distance of 411.67 feet;
- 4)Thence N59°18'00"W, a distance of 24.00 feet;
- 5)Thence S30°42'00"W, a distance of 160.01 feet to a point of curvature;
- 6)Thence southwesterly, along the arc of a 4123.00 feet radius curve to the right, through a central angle of 01°14'57", an arc length of 89.89 feet, the chord of which bears S30°15'58"W, a chord distance of 89.88 feet;

Thence N78°41'43"W, a distance of 117.82 feet;

Thence N03°34'41"E, a distance of 61.00 feet;

Thence N13°33'54"E, a distance of 183.71 feet;

Thence N09°22'26"E, a distance of 86.09 feet;

Thence N04°41'58"E, a distance of 176.80 feet;

Thence N03°56'19"E, a distance of 197.96 feet;

Thence N89°59'41"E, a distance of 404.90 feet to the point of beginning;

Basis of Bearings

The line between Corner 30 of said Townsite of Rico being a 2 ½" Brass Cap on a 2" iron pipe and corner 46 of said Townsite of Rico being a 3 ¼" Aluminum cap L.S. 29771, was measured to be N 10°05'30" E

County of Dolores, State of Colorado



164742
Page 1 of 4
LaRita Randolph, County Clerk & Recorder
Dolores County, CO RP \$0.00
11-13-2014 12:26 PM Recording Fee \$26.00

CONFIRMATION DEED
(CRS §38-38-502)
Public Trustee's Foreclosure Sale No. **02-14**

THIS DEED is made **November 12th, 2014** between **Janie Stiasny** as the Public Trustee in and for the County of **Dolores**, State of Colorado, grantor and **Disposition Properties, L.L.C., an Arizona limited liability company**, grantee, the holder of the certificate of purchase whose legal address is **14400 North 76th Place, Scottsdale, Arizona 85260**.

WHEREAS, the Grantor(s) described below did convey to the public trustee, in trust, the property hereinafter described to secure the payment of the indebtedness provided in said deed of trust:

Original Grantor(s)	Rico High Altitude Investments LLC, a Colorado limited liability company
Original Beneficiary(ies)	Silver Creek Land Company, L.L.C., a Georgia limited liability company
Current Holder of Evidence of Debt	Disposition Properties, L.L.C., an Arizona limited liability company
County of Recording	Dolores
Recording Date of Deed of Trust	December 18, 2007
Recording Information (Reception and/or Book & Page)	Reception No. 200700155955

WHEREAS, a violation was made in certain of the terms and covenants of said deed of trust as shown by the notice of election and demand for sale filed with the Public Trustee; the said property was advertised for public sale at the place and in the manner provided by law and by said deed of trust; combined notice of sale and right to cure and redeem was given as required by law; said property was sold according to said combined notice; and a certificate of purchase thereof was made and recorded in the office of said county Clerk and Recorder; and

WHEREAS, all periods of redemption have expired.

NOW, THEREFORE, the Public Trustee, pursuant to the power and authority vested by law and by the said deed of trust, confirms the foreclosure sale and sells and conveys to grantee the following described property located in the County of **Dolores**, State of Colorado, to wit:

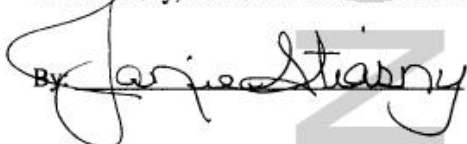
See Exhibit A attached and made a part hereof,

Also known by street and number as: **vacant land**

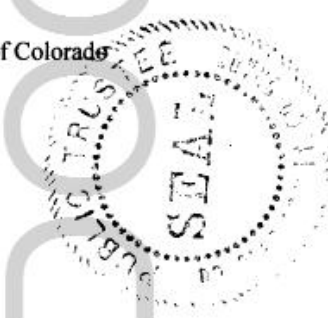
To have and to hold the same, with all appurtenances, forever.

Executed on: **November 12, 2014**.

Janie Stiasny, Public Trustee in and for the County of **Dolores**, State of Colorado

By 

When Recorded Return to: **Dolores** County Public Trustee



164742
Page 1 of 4
LaRita Randolph, County Clerk & Recorder
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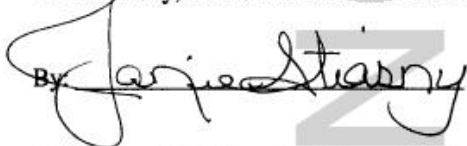
See Exhibit A attached and made a part hereof,

Also known by street and number as: **vacant land**

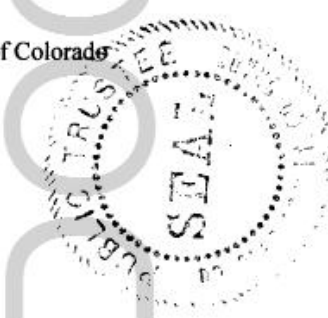
To have and to hold the same, with all appurtenances, forever.

Executed on: **November 12, 2014.**

Janie Stiasny, Public Trustee in and for the County of **Dolores**, State of Colorado

By 

When Recorded Return to: **Dolores** County Public Trustee



Cross	940
CSHH	6286
D&BB	8539
Dudess	7049
Durango	1441
Ella D	5659
Enterprise	5916
89.45% undivided interest in Ethelena	6136
Evening Star	7565
Excelsior MS	1451B
Excelsior #2	8141
Falcon	2151
Florence	1452A
Florence MS	1452B
General Logan	2476
Goliath/ Little Casper/Xray	19665
Grand View	383
Hal Pointer/ Highland Chief/ Little George /Little Lulu/Shehocton	8017
66.667% undivided interest in H.B.	7013
Helen C.	7977
IMP	6796
Ingersoll	413
Iron Cap	1428
Last Chance	8622
Last Chance	20388
Little Bernard	6406
Slide Top/ Little Jack Horner /Timberline /Tom Thumb	20740
Little Johnnie/ Bald Eagle	10122
Lone Tree	12303
Matchless	6739
Melvina	620
Merrimac	926
Monarch	20387
New Discovery	1461A
New Discovery MS	1461B
Pewter Dollar	8098
Phoenix	362

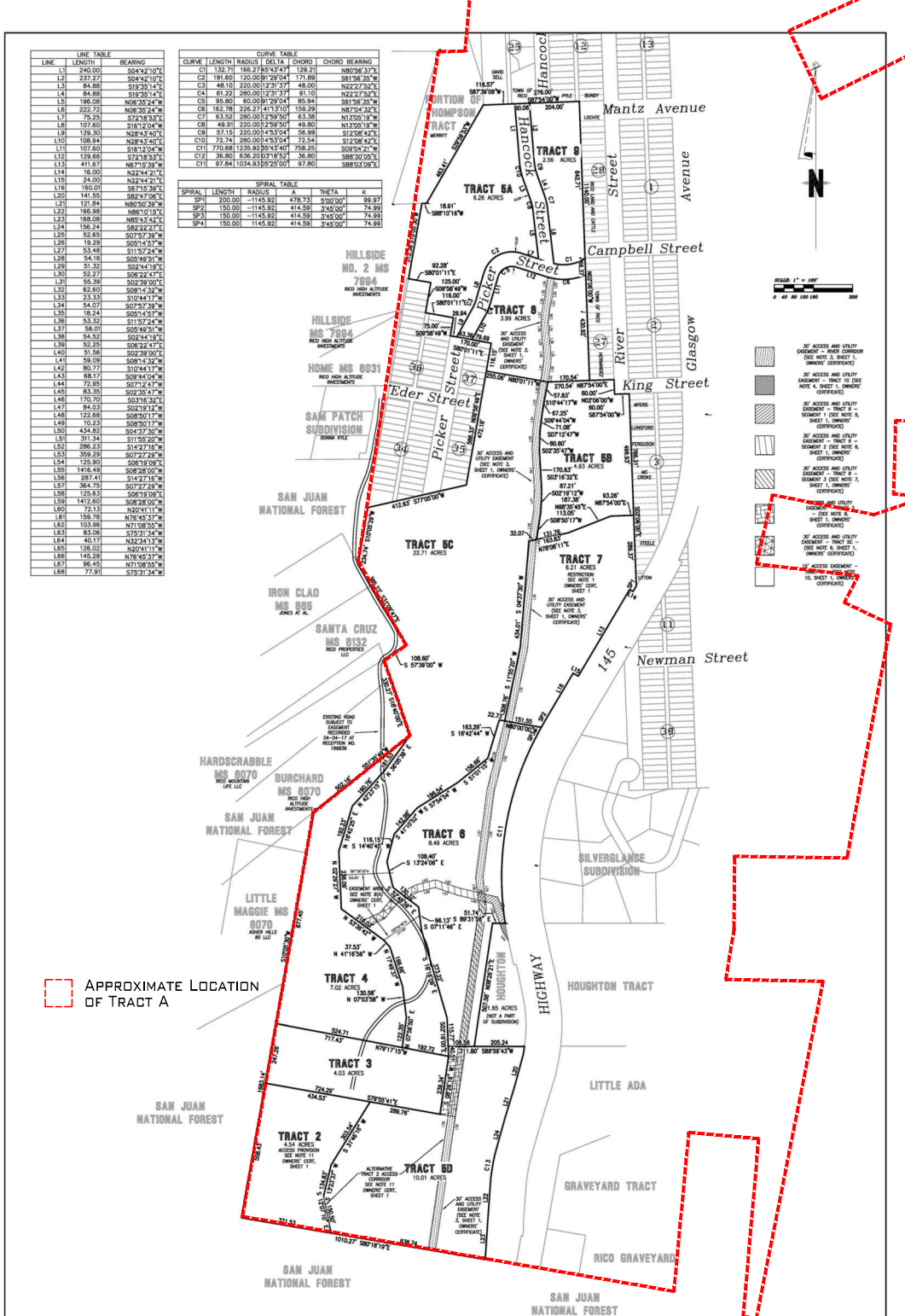
Pittsburg	941
50 % undivided interest in Pluto	6985
Premier	5132
98.44% undivided interest in Princeton	2258
Redeemer	12304
Robber State	1464
Roger Tichborne	7784
Royal Turk	8020
Selenide	7459
Silver Age	5831
Silver Glance 4	7976
Silver Glance MS	6201
Skeptical 1	1900
SMG	7986
Snow Flake	5909
83.33% undivided interest in Stanley 3	6095
Star	6199
Stephanite	7980
Stoney Point	1489
Sun Up	5910
Swansea	434
Thompson	6394
Trails End	20568
Uncle Ned	915
Undine	1090
Wabash	617
Weimer	6513
Zulu	1457

LINE	LENGTH	BEARING
L1	240.00	S84°54'10"E
L2	237.27	S84°54'10"E
L3	84.88	S19°35'14"E
L4	84.88	S19°35'14"E
L5	196.06	N06°30'24"W
L6	222.72	N06°30'24"W
L7	75.25	S72°18'33"E
L8	107.60	S12°12'04"W
L9	129.86	N28°43'40"E
L10	108.84	S16°23'04"W
L11	107.60	N28°43'40"E
L12	129.86	S12°12'04"W
L13	411.87	N67°15'30"W
L14	16.00	N24°44'21"E
L15	24.00	N24°44'21"E
L16	180.01	S87°15'30"W
L17	141.50	S87°15'30"W
L18	121.84	N80°50'30"W
L19	121.84	N80°50'30"W
L20	166.98	N80°10'13"E
L21	168.06	N80°10'13"E
L22	158.08	N80°10'13"E
L23	158.08	N80°10'13"E
L24	158.24	S82°22'27"E
L25	52.65	S82°22'27"E
L26	19.29	S65°14'53"W
L27	53.48	S11°37'24"W
L28	54.16	S65°14'53"W
L29	51.30	S62°44'19"E
L30	52.27	S62°44'19"E
L31	55.39	S62°39'00"E
L32	62.60	S81°13'30"W
L33	23.33	S10°44'17"W
L34	54.07	S07°37'38"W
L35	16.24	S09°14'57"W
L36	53.32	S11°37'24"W
L37	56.00	S09°48'51"E
L38	54.52	S09°44'19"E
L39	52.25	S62°22'47"E
L40	51.58	S62°39'00"E
L41	58.09	S08°14'32"W
L42	80.77	S10°44'17"W
L43	68.17	S09°44'04"W
L44	72.86	S07°37'38"W
L45	83.35	S02°35'47"W
L46	78.70	S03°35'36"E
L47	84.03	S09°18'12"W
L48	122.88	S08°30'17"W
L49	10.23	S08°30'17"W
L50	434.82	S04°37'30"W
L51	311.34	S13°02'50"W
L52	286.23	S14°27'18"W
L53	358.59	S07°22'28"W
L54	125.90	S06°35'09"E
L55	1416.49	S08°28'00"W
L56	287.41	S14°27'18"W
L57	384.75	S07°22'28"W
L58	125.83	S09°18'12"W
L59	1412.60	S08°28'00"W
L60	72.13	N63°11'18"E
L61	159.78	N78°45'37"W
L62	103.96	N71°08'50"W
L63	83.06	S70°31'54"W
L64	40.17	N32°34'13"W
L65	126.00	N04°14'19"W
L66	145.28	N78°45'37"W
L67	86.43	N71°08'50"W
L68	72.91	S70°31'54"W

CURVE	LENGTH	RADIUS	DELTA	CHORD	CHORD BEARING
C1	132.70	166.2745424	129.71	N106°06'17"E	
C2	191.60	120.00372904	171.89	S81°38'20"W	
C3	48.10	220.00123151	48.00	N24°27'52"E	
C4	61.22	280.00123151	61.10	N24°27'52"E	
C5	80.80	60.00812904	80.94	S81°38'20"W	
C6	162.78	228.21441310	159.29	N82°14'02"E	
C7	63.52	280.00372904	63.38	N13°50'19"W	
C8	49.81	220.00372904	49.80	N13°50'19"W	
C9	57.15	220.0043304	56.99	S14°08'42"E	
C10	72.34	280.0043304	72.34	S09°04'54"W	
C11	270.68	123.552954340	258.25	S14°08'42"E	
C12	36.80	636.20631850	36.80	S88°30'00"E	
C13	87.84	1054.83392920	87.80	S88°30'00"E	

SPIRAL	LENGTH	RADIUS	A	THETA	K
SP1	200.00	-1145.82	428.73	330.00°	92.97
SP2	150.00	-1145.82	414.59	334.00°	74.99
SP3	150.00	-1145.82	414.59	334.00°	74.99
SP4	150.00	1145.82	414.59	334.00°	74.99

APPROXIMATE LOCATION OF TRACT A



- 30' ACCESS AND UTILITY EASEMENT - TRACT A (SEE NOTE E, SHEET L, OWNER'S CERTIFICATE)
- 30' ACCESS AND UTILITY EASEMENT - TRACT B (SEE NOTE E, SHEET L, OWNER'S CERTIFICATE)
- 30' ACCESS AND UTILITY EASEMENT - TRACT C (SEE NOTE E, SHEET L, OWNER'S CERTIFICATE)
- 30' ACCESS AND UTILITY EASEMENT - TRACT D (SEE NOTE E, SHEET L, OWNER'S CERTIFICATE)
- 30' ACCESS AND UTILITY EASEMENT - TRACT E (SEE NOTE E, SHEET L, OWNER'S CERTIFICATE)
- 30' ACCESS AND UTILITY EASEMENT - TRACT F (SEE NOTE E, SHEET L, OWNER'S CERTIFICATE)
- 30' ACCESS AND UTILITY EASEMENT - TRACT G (SEE NOTE E, SHEET L, OWNER'S CERTIFICATE)
- 30' ACCESS AND UTILITY EASEMENT - TRACT H (SEE NOTE E, SHEET L, OWNER'S CERTIFICATE)
- 30' ACCESS AND UTILITY EASEMENT - TRACT I (SEE NOTE E, SHEET L, OWNER'S CERTIFICATE)
- 30' ACCESS AND UTILITY EASEMENT - TRACT J (SEE NOTE E, SHEET L, OWNER'S CERTIFICATE)

Pertinent Rico water resource facts

- Rico has two sources of water – the Rico well and Silver Creek
- The Rico well allows Rico 0.178 cubic feet per second or 3.5 million gallons per month for uses including municipal and industrial, domestic, commercial, irrigation and recreational.
- Silver Creek allows Rico 0.28 cubic feet per second or 5.4 million gallons per month for uses including domestic, municipal, industrial and lawn watering purposes (absolute).
- Silver Creek allows Rico 2.72 cubic feet per second or 52.7 million gallons per month for uses including domestic, municipal, industrial and lawn watering purposes (conditional).
- Rico has 278 taps, 209 of which are active.
- The average person uses approximately 100 gallons per day or 3050 gallons per month*
- The Rico monthly water use typically ranges between 800,000 and 1.3 million gallons, approximately 40% of the water the well produces.
- Rico has approximately 501 parcels, approximately 221 of which have structures and many of which can be subdivided.
- Rico's current population is approximately 233.
- The Rico well does not produce enough water to supply all lots within the Town boundary.

*per

<https://www.colorado.gov/pacific/sites/default/files/Citizens%20Guide%20to%20Colorado%20Water%20Conservation.pdf>

Options for allocating water taps

Option 1 – Laissez faire

- Put no restrictions on subdivisions. First come first serve with water taps until we run out of water.

Option 2 – Total subdivision moratorium

- Enact a subdivision moratorium until we are able to reactivate Silver Creek or change our diversion point to get more water from the well.

Option 3 - Hybrid

- Create a utility service area
- Allow some limited subdivision within that area
- Charge impact fees for subdivisions that will go towards re-activating Silver Creek

Option 1 – Laissez faire

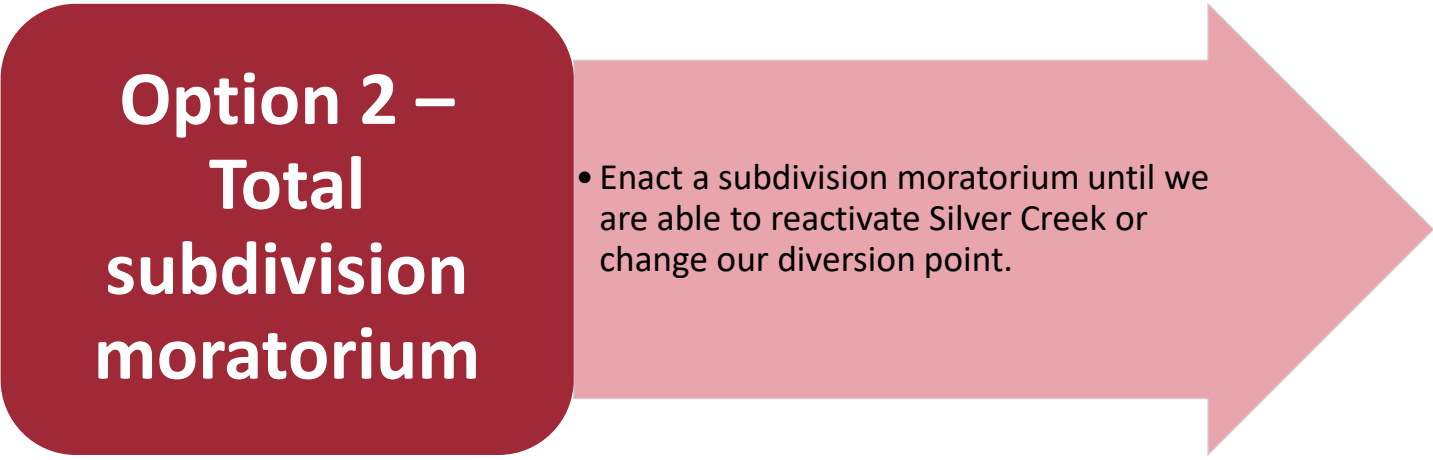
- Put no restrictions on subdivisions. First come first serve with water taps until we run out of water.

Pros:

1. This is option would require less regulation of potential subdivisions.
2. Less regulation may encourage development, which in turn may encourage more businesses.

Cons:

1. This option would allow less local control over the size, scope and location of future development.
2. If the Town were to approve large-scale subdivisions, lots that are already platted may not have access to water in the future.
3. The Town may be forced into re-activating the Silver Creek system or applying to water court for a change of diversion point sooner than we would like or can afford.



Option 2 – Total subdivision moratorium

- Enact a subdivision moratorium until we are able to reactivate Silver Creek or change our diversion point.

Pros:

1. This is option could allow the Town time to save enough money to reactivate the Silver Creek system or change the diversion point.
2. Passing a subdivision moratorium would reduce the workload for Town staff, the Rico Planning Commission and the Rico Board of Trustees.

Cons:

1. The availability of affordable housing is already an issue in this area and prohibiting subdivisions in Rico could make housing less available and less affordable.
2. The small businesses in Rico need some volume of local population to survive. A subdivision moratorium would limit local growth.
3. Even a complete moratorium on subdivisions would not ensure that there would be enough water for build-out of existing lots.

Option 3 - Hybrid

- Create a utility service area
- Allow some limited subdivision within that area
- Charge impact fees for subdivisions that will go towards re-activating Silver Creek or changing the diversion point.

Pros:

1. This is option could allow some controlled growth in areas that are currently either served by or adjacent to existing utilities.
2. This option could help the Town stockpile some funding for the eventual expansion of water services.

Cons:

1. This option requires more engagement by staff and local officials than the other two options.
2. This option will require that the Rico Land Use Code be amended to provide for a utility service area and establish impact fees.

ARTICLE

WATER POLICIES

The Town of Rico has limited water resources for supplying new development in the town. In addition, the infrastructure capacity will not accommodate significant growth without improvement and upgrades. It is the position of the Town that new development must pay its own way. While embracing new development and the benefits of new development to the overall vibrancy and success of the Town, that must be balanced with the limited resources available. The following policies will guide the issuance of water taps to the Town's water system, and approvals of new development.

1. The water service area of the Town of Rico is as depicted on Exhibit A. The service area does not include properties that are considered to be non-developable due to environmental hazards such as avalanche, rockfall, slope, wetlands, flood plain. These areas do not lend themselves to cost-effective extension of water service, and may not qualify for development permits due to their location.
2. Within the service area, the Town anticipates one tap per developable lot to serve one single-family dwelling or commercial business. Projects requiring more than one tap because of a proposed PUD, subdivision, or special use will be required to either provide additional water and water rights to serve the additional uses or may be permitted to pay an "in-lieu" fee commensurate with the additional uses to assist the Town in acquiring additional water and water rights, or to expand/improve the Town's water infrastructure.
3. Any proposed development outside of the service area will need to provide an adequate supply of water for the proposed development for dedication to the Town, or may be permitted to pay an in-lieu fee commensurate with the water needs of the proposed development, at the Town's sole discretion. All development outside of the service area will be required to pay for costs of extension of infrastructure in order to service the proposed development.
4. No water taps will be issued without a corresponding building permit or other approval. Water taps, once issued, must be placed into service within twenty-four months, or the tap will be returned to the Town.
5. All water users on the Town of Rico water system are expected to adhere to best practices of conservation and such conservation measures as may be imposed from time to time as necessary during drought conditions.

Date: February 26th, 2021

TO: Rico Planning Commission
FROM: Kari Distefano
SUBJECT: Rico Land Use Code Revisions

Article I – Administration and Enforcement

Article I of the proposed revised Rico Land Use Code (RLUC) addresses the authority of the Town to adopt and enforce a Land Use Code. The ability of a Town to adopt and enforce Land Use Codes is governed by the State of Colorado. Revisions are listed as follows:

Article I Sections 1.1 Title and Short Title, 1.2 Authority and 1.3 Jurisdiction

These sections offer a short description of Rico Land Use Code and how it may be referred to in the body of the document. These sections have no substantive changes from the June 15th, 2011 RLUC.

Article I Section 1.4 Purpose

Article I Section 1.4 addresses the purpose of the Rico Land Use Code. In the revised RLUC, the purposes have been expanded to include the following:

- Preserve the historic, small town character of the community by minimizing the visual impact of development upon important view sheds and preserving the historic town grid where reasonably practicable;
- Discourage the misuse of buildings, sites, and development parcels to avoid excessive concentrations of population and traffic; to promote energy conservation; and, to facilitate the provision of adequate transportation, water, sewerage, schools, parks and other public facilities and services;
- Provide a procedure which can relate the type, design and layout of residential development to the particular site, and achieve the Town of Rico’s goal of encouraging mixed-use development while preserving and protecting existing residential areas;
- Create livable neighborhoods that foster a sense of community and reduce dependency on private vehicles;

- Encourage the proper arrangement of streets in relation to existing and planned streets and ensure that streets facilitate safe, efficient and pleasant walking, biking and driving;
- Protect sensitive natural and historic areas and Town of Rico environmental quality;
- Integrate a high quality natural environment into the developed portions of the community;
- Facilitate the adequate and efficient provision of transportation, water, sewage, schools, parks and other public needs;
- Provide protection from geologic, flood, fire hazards and other dangers; and
- Promote the health, safety and general welfare of the Town of Rico residents.

These purposes are guidelines intended to help the Rico Planning Commission make consistent decisions when evaluating development proposals.

Article I Sections 1.5 Interpretation and Application, 1.6 Application to Public Entities, 1.7 Applicability of Article and 1.8 Severability

These sections deal with interpretation, general application, application to other regional public entities such as the Rico Fire Protection District and to what activities the RLUC applies. These sections have no substantive changes from the June 15th, 2011 RLUC.

Article I Sections 1.9 Rico Planning Office, 1.10 Building Official, 1.11 Rico Town Attorney, 1.21 Rico Planning Commission, 1.13 Board of Adjustment

These sections define the powers and duties of the Rico Planning Official (currently the Town Manager’s office), the Building Official, the Rico Planning Commission, the Rico Board of Adjustments and the Rico Board of Trustees as well as composition and terms of the Rico Planning Commission. There have been no changes to this portion of the RLUC. The duties, composition and terms of these Town entities are the same as they were in the June 15th, 2011 RLUC.

Article I Sections 1.14 Enforcement

While the ability of the Town to enforce zoning violations has not substantively changed in this proposed revision, the process by which the Town will enforce zoning code violations is more clearly defined.

Article I Sections 1.15 Relationship to Existing Ordinances and 1.16 Relationship to the Town of Rico Regional Master Plan

These sections cover the revised RLUC's relationship to existing ordinances and the Rico Regional Master Plan. The June 15th, 2011 RLUC amended the August 31st 1999 RLUC. Following the amendments included in the 2011 RLUC, the RLUC was amended to allow short-term rentals with a special use permit and to clarify language in the Residential District Design Regulations in the Silverglance Subdivision (Ordinance 2011-3). The short-term rental provision is included in the proposed revised RLUC. The clarifying language for Silverglance subdivision was amended by Ordinance 2018-5, which allows accessory dwelling units if an engineer licensed in the State of Colorado certifies that a septic system can be constructed on the lot to accommodate the additional use. Ordinance 2013-5 which, establishes floodplain damage prevention regulations is incorporated into the proposed, revised RLUC. Ordinance 2014-1, an Ordinance regarding floodplains and the Colorado Rural Conservation Boards' rules and regulations has also been incorporated into the proposed, revised RLUC. Provisions in Ordinance 2017-1, which updates the on-site wastewater treatment system regulations, are incorporated into the proposed, revised RLUC by reference.

The Town of Rico Regional Master Plan remains the same as does the relationship between the Town of Rico Regional Master Plan and the proposed, revised RLUC.

Article I Sections 1.17 Effective Date, 1.18 Fees, 1.19 Computation of Time and 1.20 Miscellaneous

The Rico Board of Trustees will amend fees for permits and applications from time to time. Computations of time and miscellaneous are clarifying sections and do not include substantive changes.

Article I Sections 1.21 Definitions

This section has been updated to include a more comprehensive list of terms used in the proposed, revised RLUC

2. Article II – Community Design Principles & Development Standards

Article II Section 2.1 General Provisions

This section speaks to the relationship between development and building permits and the provisions in this article as well as this article and Article III, which addresses zoning. It is a housekeeping item that is consistent with the June 15th, 2011 RLUC.

Article II Section 2.2 Vision and Intent

This is a provision that ties to the Objectives listed in the August 18th, 2004 Rico Regional Master Plan with the addition of more specific objectives relating to the “Promote Pedestrianism” goal.

Articles II Sections 2.3 Application of Community Design Principles, 2.4 Design Elements, 2.5 Neighborhood Design Principles, 2.6 Lots and Blocks, 2.7 Streets, 2.8 Parking, 2.9 Sidewalks, Multi-use Paths and Trails, 2.10 Utility Easement Standards, 2.11 Parks and Open Space, 2.12 Public Sites and Dedication Requirements, 2.13 Fair Contribution for Public School Sites, 2.14 Landscape Design, 2.15 Fences and Walls, 2.16 Residential Architecture, 2.17 Historic Commercial and Commercial Architecture, 2.18 Lighting, 2.19 Sanitary Sewer, 2.20 Potable Water

Sections 2.3 - 2.5 offer general guidelines with which to evaluate proposed subdivisions. Sections 2.6 – 2.20 contain specific standards for subdivision development. These standards are consistent with the existing RLUC but they are more comprehensive and intended to clarify subdivision planning requirements. While due to space constraints within the existing Town limits, it is unlikely that there will be any major development in Rico, should the community at some point in time decide that either developing previously undeveloped parcels within the Town boundaries or annexing privately owned parcels within the three mile planning radius, it will be helpful to have a structure with which to evaluate proposed development activities and ensure that subdivisions are carefully planned to support the goals of the Regional Master Plan and to avoid undue negative impacts.

Article III – Zoning

Article III Sections 3.1 General Provisions and 3.2 Zone Districts and Boundaries

These sections define the intent of zoning policies, ensure that there is uniformity of the zoning regulations and outline the purpose of Rico’s zoning districts and boundaries. Section 3.2 lists zone districts within the Town boundary. There are two areas that are being revised in this RLUC. Proposed changes to the existing zoning map are Lots 27 – 40, Block 14 and Lots 9 – 20, Block 20 at the north side of Town from Historic Commercial to Commercial. This proposed

revision is the result of evaluating existing uses and determining that topography and the configuration Colorado State Highway 145 is more conducive to lots that allow commercial uses but do not compel the design and storefront restrictions seen in the Historic Zone District. Section 3.3 offers information about the Hazard Overlay District boundaries. These maps have not changed since the Rico Planning Commission approved the updated maps in November of 2018.

Article III Section 3.3 Principle and Conditional Uses Permitted by Zone District

This section defines principle and conditional uses permitted by zone district. *In the residential zone district revisions are as follows:*

- Duplexes will become a use by right.
- Accessory dwelling units will be allowed if an engineer licensed in the State of Colorado certifies that the septic system can accommodate or can be expanded to accommodate the additional use.
- Short-term rentals will be allowed subject to a special use permit.

Revisions to the commercial zone district are as follows:

- Metalworking and woodworking shops are a use by right rather than by special use permit.
- Trade businesses, including electrical, heating, plumbing, welding etc. will become uses by right rather than requiring a special use permit.
- Minimum lot sizes can be 2,500 square feet only if an engineer licensed in the State of Colorado can certify that the lot can accommodate a septic system and soil treatment area.
- Minimum side yard set back has been reduced to five feet.
- Building heights shall be as defined in Article I Section 1.21.

Revisions to the Historic Commercial District

In the June 15th 2011 RLUC, there is no list of specific commercial uses in the Historic Commercial Zone District. This RLUC includes a more specific list of uses permitted by right as well as a list of uses that require special use permits. Other revisions are to the setbacks. The setbacks are minimums rather than maximums. Design regulations for the Historic Commercial Zone District are addressed in Article 2.17 rather than this Article.

Mixed-use, Open Space and Public Facility zone district regulations remain consistent with the June 2011, RLUC.

Article III Section 3.4 Special Uses Permitted

This section covers the process that is required to apply for and obtain a special use permit. The process has not changed and is reflected in the permit application. The standards for review are also consistent with the previous RLUC.

Article III Section 3.5 Non-conforming Use, Building or Lot

This section covers non-conforming buildings and lots. The revised RLUC is generally consistent with the June 2011 RLUC with respect to what constitutes a grandfathered non-conforming use or structure but in the event of the destruction of a non-conforming building, the revised RLUC allows reconstruction of the structure and allows twelve months rather than nine months to commence rebuilding and two years rather eighteen months for completion.

Article III Section 3.6 Appeals and Variances

This section covers the process by which, an applicant appeals a decision by the Rico Planning Commission or applies for a variance. This process remains consistent with the June 2011 RLUC. There is some clarifying language and the steps that should be taken to engage in this process are spelled out.

Article III Section 3.7 Amendments to the Rico Land Use Code

This section covers the process and requirements for amending the RLUC. This section is consistent with the June 2011 RLUC but again, adds clarifying language and steps required to amend.

Article III Section 3.8 Zoning and Use of Wireless Telecommunications

This is a new section. Wireless telecommunications are not addressed in the 2011 RLUC.

Article III Section 3.10 Home Occupation

This section has not changed substantively from the June 2011 RLUC.

Article IV – Subdivisions

Article IV Sections 4.1 General Provisions and 4.2 Intent

These sections describe the procedural and substantive rules for obtaining approvals for land development in the Town of Rico. Section 4.2 describes the intent of the subdivision regulations and processes. In addition to the intensions listed in the June 2011 RLUC, this revised RLUC includes the following:

- Encouraging new subdivision developments to relate to Rico’s historic development pattern.
- Promoting compact, well-defined sustainable neighborhoods that enhance the Town of Rico’s character.
- Creating livable neighborhoods that foster a sense of community and reduce dependency on private vehicles.
- Protecting sensitive natural and historic areas and Rico’s environmental quality.
- Providing open spaces for adequate storm water management.
- Providing adequate spaces for educational facilities.

Article IV Sections 4.3 Jurisdiction and Applicability

This section remains the same as in the June 2011 RLUC with the addition of a paragraph about administration.

Article IV Sections 4.5 Sketch Plan, 4.6 Preliminary Plan, 4.7 Final Plat and 4.8 Concurrent Sketch Plan/Preliminary Plan

These sections have remained essentially the same as in the June 2011 RLUC but there are more comprehensive instructions with respect to each process and the requirements associated with each process.

Article IV Section 4.9 Conservation Subdivision

This is an entirely new section. Currently there are a number of larger parcels that are mining claims or portions of mining claims that exist on the steep slopes surrounding the original Rico Townsite lots. These claims are within the Town boundary and are currently zoned Residential Planned Unit Development. The conservation subdivision is a mechanism by which the Town could encourage conservation on these parcels while allowing some limited development.

Article IV Section 4.10 Minor Subdivisions

What constitutes and minor subdivision remains the same in this revised RLUC as do the steps necessary for a minor subdivision application. Sketch plan and preliminary plan processes are not required for minor subdivisions in the revised RLUC however a site visit with the Town Manager or Planner will be. The revised RLUC also requires that minor subdivision application be submitted thirty days prior to the hearing before the Rico Planning Commission unless otherwise approved by the Town Manager/Town Planner.

Again, there are more comprehensive, and hopefully easier to follow, instructions for how to proceed with a minor subdivision application.

Article IV Section 4.11 Planned Unit Developments

Planned Unit Developments are intended to allow flexibility without the rigid application of zoning requirements in the original Rico Townsite. The larger lots that surround the historic Rico Townsite, which are mainly portions of mining claims, are zoned PUD residential. This section of the revised RLUC has remained the same as in the June 2011 version.

Article IV Section 4.12 Amendments to Recorded Plats

Amendments to recorded plats are not really addressed in the current RLUC. These amendments are needed to correct minor survey or drafting errors. They are not intended to substantively change lot or road configurations. Amendments to recorded plats shall be prepared and submitted in compliance with the minor subdivision requirements.

Article IV Section 4.13 Re-subdivision

Re-subdivisions are also known as replats. In the June 2011 RLUC, replats are addressed in conjunction with minor subdivisions and evaluated in the same manner. This is also true of this revised RLUC. In the event that any Town streets are being relocated as a result of a re-subdivision, the Town must officially vacate the road and the applicant must go through the road vacation process.

Article IV Section 4.14 Exceptions to Design Principle and Development Standards

This section does not occur in the June, 2011 RLUC. An exception, as opposed to a variance, is not a request for relief from the strict application of the Zoning Code, but rather a request to modify a design principle or standard based on the specific conditions, circumstances

or design context of a development proposal. The burden is on the applicant to prove the need for the modification. Conditions for approval are explained in this section of the revised RLUC.

Article IV Section 4.15 Vacation of Right-of-Way or Easement

This section explains the application for a right-of-way vacation process. The section is essentially the same as the June 2011 RLUC but it also addresses easement vacations.

Article IV Section 4.16 Subdivision & Development Agreements

This is a new section. It is intended to provide a framework to protect the Town from developers that may not construct agreed upon public improvements. This section also lists required improvements and protects the Town from partially completed subdivisions. The Board of Trustees has the ability to waive any or all of these required improvements. This section also specifies a time frame during which improvements are expected to be completed.

Article V – Vesting of Property Rights

Vesting of property rights allows a owner/developer to undertake development of real property under the terms and conditions of an approved site plan. This is the agreement between the Town and a property owner that the land will be developed as planned and within the confines of the RLUC. This entire article remains substantively the same.

Article VI – Sign Regulations

Article VI Section 6.1 Purpose/Intent

This section describes the purpose and intent of sign regulations. It is a new section but the ideas behind sign regulations are consistent with those in the June 2011 RLUC.

Article VI Section 6.2 Sign Permits and Administration

This section described what types of signs require sign permits and the process that the applicant must go through to acquire a sign permit. In this updated RLUC, signs requiring a permit will be reviewed and approved by the Rico Planning Commission rather than the Rico Board of Trustees. The sign review criteria has also changed. It is much more comprehensive.

Article VI Section 6.3 Enforcement

This is a new section that covers Town remedies for illegal signs.

Article VI Section 6.4 Signs Authorized without a Permit

Although there are no substantive changes to this section, the description of sign authorized without a permit is much more detailed and inclusive.

Article VI Section 6.5 Signs for which a Permit is Required and Section 6.6 Signs in Specific Zone Districts

This section, while not new, is more comprehensive and adds details regarding the placement and appearance of signs. It also describes size restrictions in individual zone districts. It is important to note that subsequent to the adoption of the June 15th, 2011 Rico Land Use Code, there was a Court Case that disallowed sign regulations based on the content of the text. For example, a Town can no longer place restrictions on real estate signs specifically.

Article VI Section 6.7 Prohibited Signs

This is a new section. While the June 2011 RLUC has some prohibitions on signs, this RLUC prohibits the following:

- Flashing rotating, blinking or moving signs, animated signs, signs with moving, rotating or flashing lights or signs that create the illusion of movement, except for time and temperature devices.
- Any sign that is erected in such a location as to cause visual obstruction or interference with motor vehicle traffic, or traffic-control devices including any sign that obstructs clear vision in any direction from any street intersection or driveway.
- Mechanical or electrical appurtenances, such as “revolving beacons”, that are designed to compel attention.
- Any sign other than traffic control signs erected, constructed, or maintained within, over or upon the right-of-way of any road or highway, except in the case of a sign for which a permit has been issued with the requirements of this Article.
- Roof Signs.
- Off-premise advertising signs or any other sign not pertinent and clearly incidental to the permitted use on the property where located, except for temporary subdivision directional signs and political signs, and except for signs permitted in Section 6.5.
- Any sign which, interferes with free passage from or obstructs any fire escape, downspout, window, door, stairway, ladder or opening intended as a means of ingress or egress or providing light or air.

- Any sign located in such a way as to intentionally deny an adjoining property owner visual access to an existing sign.
- Vehicle- mounted signs, including but not limited to, signs painted on or attached to semi-trailers or cargo containers when exhibited on private property adjacent to public right-of-way for the purpose of advertising the business or services offered on the property. Vehicle-mounted signs used in connection with a special event are exempted from the requirements of this section during the duration of the special event only. Upon the conclusion of the special event, such signs must be dismantled. For the purposes of this subsection, the term special event shall mean a parade, circus, fair, carnival, festival, farmers' market or other similar event that is different in character from the customary or usual activities generally associated with the property upon which the special event is to occur.
- Rotating signs.
- Searchlights.
- Inflatable freestanding signs or tethered balloons.
- Fabric signs, flags, pennants or banners when used for commercial advertising purposes except as permitted in Section 7.4 (Exempt Signs).
- Electronic message boards except governmental signs.
- Any sign or sign structure which:
 1. Is structurally unsafe
 2. Constitutes a hazard to safety or health by reason of inadequate maintenance or dilapidation;
 3. Is not kept in good repair; or
 4. Is capable of causing electrical shocks to persons likely to come in contact with it.
- Any sign or sign structure which:
 1. In any other way obstructs the view of, may be confused with or purports to be an official traffic sign, signal or device or any other official sign;
 2. Uses any words, phrases, symbols or characters implying the existence of danger or the need for stopping or maneuvering a motor vehicle;
 3. Creates in any other way an unsafe distraction for motor vehicle operators; or
 4. Obstructs the view of motor vehicle operators entering a public roadway from any parking area, service drive, private driveway, alley or other thoroughfare.

- Signs on Marquees that are projecting signs or signs affixed to or located on posts or pillars supporting a marquee are prohibited. Wall signs attached to the marquee are allowed, provided they do not project above the eave or edge of the marquee roof nor project lower than eight (8) feet above grade. Such signs must meet all the requirements of this RLUC and are to be included in the computation of maximum aggregate allowable square footage.
- No sign may be attached to or suspended from an awning; however, lettering on awnings is permitted provided that other requirements of this RLUC are met and that the lettering on awnings is included in the computation of the maximum aggregate allowable square footage of sign area for the building.

Article VI Section 6.8 Measurement of Sign Area and Height

This section describes the manner in which signs should be measured. This is also a new section and intended for clarification.

Article VI Section 6.9 Sign Design

This is a new section intended to promote good sign design with the use of graphics and examples. This section addresses larger commercial signs since signs that are smaller than two square feet are exempt from the permit process.

Article VI Section 6.10 Installation and Maintenance

This is a new section that addresses the installation and maintenance required to ensure that signs are installed safely and securely. This section also requires that signs be adequately maintained.

Article VI Section 6.11 Creative Design

This is a new section that provides a process by which sign that do not fit traditional molds can be evaluated and permitted.

Article VII – Areas of Environmental Concern

Article VII Section 7.1 Statutory Authorization – General, Section 7.2 Statement of Purpose – General, Section 7.3 and Lands to Which this Article Applies

Section 7.1 refers to the Colorado Revised Statute that delegates the responsibility of adopting regulations to promote public health, safety and welfare to local governments. Section 7.2 discusses the purpose of the regulations addressed in this article. Section 7.3, lands to which this article applies establishes jurisdiction. These sections are consistent with the June 2011 RLUC.

Article VII Section 7.4 Compliance, Section 7.5 Abrogation and Greater Restriction, Section 7.6 Interpretation, Section 7.7 Warning and Disclaimer of Liability

Section 7.4 says that no structure can be built without complying with this portion of the RLUC. This is not different than the June 2011 RLUC. Section 7.5, the

Article VIII – Developed Campgrounds

This is an entirely new section dedicated to ensuring the developed campgrounds are well thought out and adequately provisioned and regulated.

Article IX – Historic Landmarks and Historic Districts

Article IX Section 9.1 Designation of Historic Landmarks and Historic Districts, Section 9.2 Procedures for Designating Structures and Districts for Preservation, Section 9.3 Criteria for Designation

These sections allow the Town to designate historic landmarks and districts. They also describe the criteria for designation and the procedures necessary to obtain a designation. The June 15th, 2011 RLUC has provisions for designating landmarks but not districts however the 2011 RLUC does designate the area between Soda Street and King Street to the north and south and Argentine Alley and the alley between Glasgow (Highway 145) and Commercial Street to the east and west as the Historic Commercial Zone District with the intent of retaining the historic value of Rico’s commercial core. In this revised RLUC, the criteria for designation is defined while in the 2011 RLUC, it is not. The June 2011 RLUC refers that decision to the Rico Historic Society. While it is appropriate to include the Rico Historic Society in the discussion and the decision, ultimately this is a land use issue that will be reviewed and enforced by the Town of Rico. The criteria for designation are a reflection of the National Historic Preservation Act criteria.

Article IX Section 9.4 Revocation of Designation, Section 9.5 Amendment of Designation

These sections allow the Town to revoke or amend an historic designation if the structure is substantively altered or if a feature is added. This provision is not included in the June 2011 RLUC.

Article IX Section 9.6 Historic Landmark Alteration Certificate Required

This section is similar to that of the 2011 RLUC but it adds provisions about records that the Town is required to keep.

Article IX Section 9.7 Construction on Proposed Landmark Sites or in Proposed District

This section regulates the time period in which a permit to construct, alter or remove can be issued once a historic designation is proposed.

Article IX Section 9.8 Historic Landmark Alteration and Review, Section 9.9 Criteria for Review of an Alteration Certificate

These sections exist in the June 2011 RLUC and have not been substantively altered however there are additional requirements to ensure compliance with the Secretary of the Interior's Standards for Rehabilitation. Compliance with these would be necessary to retain a State or National designation as an historic structure. It would also be necessary to obtain any grant funding from the State Historical Fund.

Article IX Section 9.10 Relocation of an Historic Structure

This is a new section. Relocating historic structures is not addressed in the June 2011 RLUC.

Article IX Section 9.11 Exemptions from Alteration Certificate Requirements

This is also a section that is not included in the June 2011 RLUC.

Article IX Section 9.12 Enforcement and Penalties

This is a new section.

Article IX Section 9.13 Town of Rico Designated Structures

There have been no changes to the designated structures since the June 2011 RLUC.

Article X – Annexation

Annexations are governed largely by the substantive and procedural requirements of the Municipal Annexation Act of 1965, as amended. The June 2011 RLUC covers annexations only briefly and requires that application submittal materials generally follow the requirements of the subdivision process. This revised RLUC details the requirements of the annexation process.

Article XI – Building Permits