

Rico Planning Commission Memorandum

Date: May 6th, 2021

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

Consideration of an application for fence permit, 4 E. Soda Street, Joe Dillsworth and Julia Prejs, applicants

The applicants, Joe Dillsworth and Julia Prejs are applying to the Rico Planning Commission for a variance to Section 204.3 of the Rico Land Use Code. Section 204.3 addresses the height of fences in the residential zone district. It states that fences shall be no higher than four feet in the front yard and six feet on the sides and back of the lot. The applicants are requesting permission to build a fence in their front yard that is high enough to keep headlights from the neighboring residents' vehicles from shining into their home at night. Neighbors of the applicants are restaurant workers and often come home late at night.

Included in the application is a picture of the type of fence that Joe and Julia are proposing to construct. The design complies with all other regulations regarding fences in the residential zone district.

There was one emailed comment from the owner of the house to the east, Julie Hudson. Hudson said that she had no objection to the higher fence as long as the fence was built on the applicants' property and did not constrict access to her property in any manner.

The application is complete and compliant. The following are the standards for review for variance permits:

There are special circumstances existing on the property on which the application is made related to size, shape, area, topography, surrounding conditions, access, and location that do not apply generally to other property in the same area and Zone District:

Included in this packet is a Google Earth image of the lots in the neighborhood in question. While bordering the right-of-way for Short Street, the house immediately to the east of the Dillsworth/Prejs residence takes access from a driveway located in front of their house. Any headlights from a vehicle accessing the house to the east will shine directly into Joe and Julia's home.

the Variance will not unduly impact such things as: snow removal, streetscapes, separation of buildings for fire protection, and opportunity for off-street parking, which are provided by minimum setbacks; solar access, and protection of neighbors views to the surrounding mountains, which are provided by maximum building heights; continuity of design, minimization of visual impact, and provision of minimal yard area, which is provided by maximum floor areas (particular attention shall be given to the impacts of the Variance on neighbors); and,

Erecting a fence that exceeds four feet will not impact snow removal, streetscapes, fire protection or parking. The Dillsworth/Prejs residence is set back from the street so the variance would not impact the neighbors' views or solar access.

the Variance, if granted, will not constitute a material detriment to the public welfare or injury to the use, of property in the vicinity; and,

A variance for fence height would not constitute a material detriment to public welfare or injury to use of properties in the vicinity.

the Variance is not sought to relieve a hardship to development of the property which has been created by the Applicant; and,
that the proposed use is a permitted use in the underlying Zone District.

The variance is not sought to relieve a hardship brought on by the owners themselves.

Recommended motions:

1. Motion to approve the fence height variance at 4 E. Soda Street.
2. Motion to approve with the condition that property lines be verified to ensure that the fence is constructed within the owner's property boundary at 4 E. Soda Street.
3. Motion to deny approval of the fence variance at 4 E. Soda Street.

Consideration of an application for a special use permit for a storage facility at 217 S. Glasgow Ave., Eric Saunders, applicant

The applicant, Eric Saunders wants to construct a storage facility at 217 S. Glasgow. The parcel in question is in the commercial zone district. According to the Rico Land Use Code, storage facilities are not a use by right in the commercial district, so a special use permit is required. The application is complete and compliant. As a reminder, the following are standards for review for special use permits:

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

The parcel on which Mr. Saunders would like to construct the storage facility is located on Glasgow Ave. north of the gas station. The yellow taco stand that is not in use is located to the north of his parcel. Lots across Glasgow to the east are vacant.

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

Elevation drawings of the proposed building are included in the packet. It is the intention of the applicant to construct a building that would be compatible with the surrounding buildings.

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.

It is unlikely that a storage facility would generate noise, smoke or particulate matter or odorous matter.

Fire and Explosive Hazard Material.

A. 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.

B. 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.

The Planning Commission can specifically prohibit the storage of anything that is explosive, flammable or toxic and noxious in the facility.

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.

A storage facility would be unlikely to produce vibrations.

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.

Open storage is not a part of this application. The intension is that the storage be contained in the building. Lighting shall conform to Section 204.2 of the Rico Land Use Code, which states that “All exterior lighting shall be shielded. The direct source of all exterior lighting shall not be visible off the property. Minimal lighting is encouraged to prevent undue light pollution of the night sky (lighting for Signs is governed Section 206”.

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.

As always, parking and traffic are of concern. The site plan in the application does not show a parking area. The commercial district off-street parking requirements are one vehicle per 350 square feet of floor area. The building will have approximately 6600 square feet of floor area, which would require 19 off-street parking spaces, however the nature of the business does not require parking over a long period of time. The owner is intending that this facility would be a self-serve facility so there would be no need for employee parking. There is a 12’ wide garage door on each side of the building that would allow customers to access the building from the front, unload or load their possessions in the building and exit through the back garage door.

Setbacks in the commercial district are 22’ in the front, 7’ on the sides and 5’ in the rear. The site plan indicates a need for a variance all setbacks except the rear. I have informed the

owner that he needs to go through a variance process if he is to build the storage facility as planned.

Recommended motions:

1. Motion to recommend approval of the special use permit to the Rico Board of Trustees at 217 S. Glasgow.
2. Motion to recommend approval to the Rico Board of Trustees the special use permit with the conditions that the storage of noxious, toxic and flammable materials be prohibited, and that setback variance be acquired, or the building be re-designed to fall within the setbacks at 217 S. Glasgow.
3. Motion to deny approval of the special use permit 217 S. Glasgow.

Consideration of an application for a permit to develop in an area of environmental concern at 217 S. Glasgow Ave., Eric Saunders, applicant

The storage facility that Eric Saunders is planning to build is within an area designated as a low potential avalanche hazard area. This means that the area is subject to avalanche with average return periods of 300 years or longer and where power impacts are expected to be non-destructive. Please see the map included in this packet. This analysis is based on “Draft Snow Avalanche Hazard Mapping and Recommendations for Speer Slide also known as New Years Slide and Spear Slide, Rico Colorado” generated by Wilbur Engineering Inc., Durango Colorado, dated May 25th, 2018. Delineations of avalanche hazards are based on dynamic avalanche modeling with the Swiss program RAMMS Version 1.6.2. This document recommends that critical facilities (schools, hospitals, emergency services) in low potential avalanche hazard areas should be designed for 300-year average return period avalanches. The following are the General Standards for Mitigation and Site Design:

The standards in this section apply to all Areas of State Interest. The reviewing body shall cite specific standards in this section when approving, approving with conditions, or denying, any proposed development activity in an Area of State Interest.

Avoidance. Development activities shall avoid Areas of State and Local Interest where alternative development sites are feasible unless the reviewing body finds the following:

- A. Allowing the development activity in an Area, or Areas, of State and Local Interest will result in site development which represents a better overall design in relationship to the purposes set forth in 104. than that allowable under strict application of 807.; and,
- B. The affected Area, or Areas of State and Local Interest, can be fully mitigated according to the standards of 808 and supported by recommendations contained in engineered mitigation proposals.

Mitigation. Where no alternative development sites are feasible, or where the Town Board makes the findings in 807.1 A. and B., development activities may be permitted in Areas of State Interest provided the area is fully mitigated with regard to public safety, impacts on adjacent property, and implementation of the Rico Regional Master Plan. Cost estimates of proposed mitigation shall be included with any application to develop in Areas of State and Local Interest. Where the cost estimates of mitigation exceed ten thousand dollars (\$10,000.00) the Applicant shall be required to provide a performance bond for the proposed mitigation prior to receiving a permit for development activity.

The following applies specifically to avalanche hazard areas:

- A. No dwelling units or residential structures shall be allowed in areas of High Avalanche Hazard (defined as areas where avalanches occur at a frequency of more than once per 100 years or where avalanches are capable of creating impact pressures greater than 615 pounds per square foot once every 100 years);
- B. all proposed structures, improvements and other development activities must receive certification from an engineer licensed in the State of Colorado stating that the proposed development is designed to withstand the potential avalanche force; and,
- C. no vegetation removal which results in creating, increasing, or expanding the avalanche hazard shall be allowed in or near designated avalanche hazard areas or potential avalanche hazard areas.

The entire parcel is located in an area of low potential avalanche hazard so avoidance of the area would be impossible. The removal of vegetation, such as it is on the lot, would not increase the avalanche hazard. The proposed storage facility is not a critical facility, so there should be no need for additional engineering. The recommendation is that the owner indemnify the Town of Rico from any liability associated with granting a development permit with a signed agreement approved by the Town attorney. I have included a draft indemnification document that was approved by the Town attorney for Joe Croke's project for review. The application is complete and compliant.

1. Motion to recommend approval of a permit to develop in an area of environmental concern at 217 S. Glasgow to the Rico Board of Trustees.
2. Motion to recommend approval to the Rico Board of Trustees a permit to develop in an area of environmental concern at 217 S. Glasgow with the condition that the owner indemnify the Town of Rico from any liability associated with granting a development permit with a signed agreement approved by the Town attorney.

3. Motion to recommend denial of approval by the Rico Board of Trustees the granting of a permit to develop in an area of environmental concern at 217 S. Glasgow.

Special Use Permit



Applicant Name Talia Preiss Phone Number 908 246 0044
Joe Dillsworth 716 713 3830
Address 4 E Soda St. Cell Phone Number _____
Email joedillsworth@yahoo.com Fax Number _____
Street Address of Subject Property 4 E Soda St.
Legal Description of Subject Property _____

Zone District of Subject Property Residential

Attachments Required:

- ☒ 2 paper copies and one electronic copy of a drawing or photograph of the proposed fence and a drawing indicating where on the lot the fence is to be located.
- ☒ Description of the materials to be used on the fence.
- ☐ Letter of agency if applicant is other than the owner of the property
- ☐ An application fee in the amount of \$25.00
- ☒ A narrative describing the requested fence design variances, the applicant's reason for such variances and why the proposed design is compatible with the general purpose of the fence regulations.
- ☒ 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: Joe Dillsworth Date 4/21/2019

Joe Dillsworth, Julia Prejs
4 E. Soda St
Rico CO 81332

Rico Planning Commission and Board of Trustees:

We are requesting a variance to section 204.3 in the Rico land use code that states fences in the front of lots must be no taller than 4'. We are requesting to build a fence in the front of our lot that is taller than 4' and approximately 10' long in order to gain privacy in the front of our house. The fence will be on our lot line which is approximately 50' set back from Soda St. The area directly in front of where the fence will be constructed is part of the Soda Street ROW and is used by our neighbors for parking. Our neighbors are restaurant workers in Telluride and often come home late at night, shining headlights into our front windows.

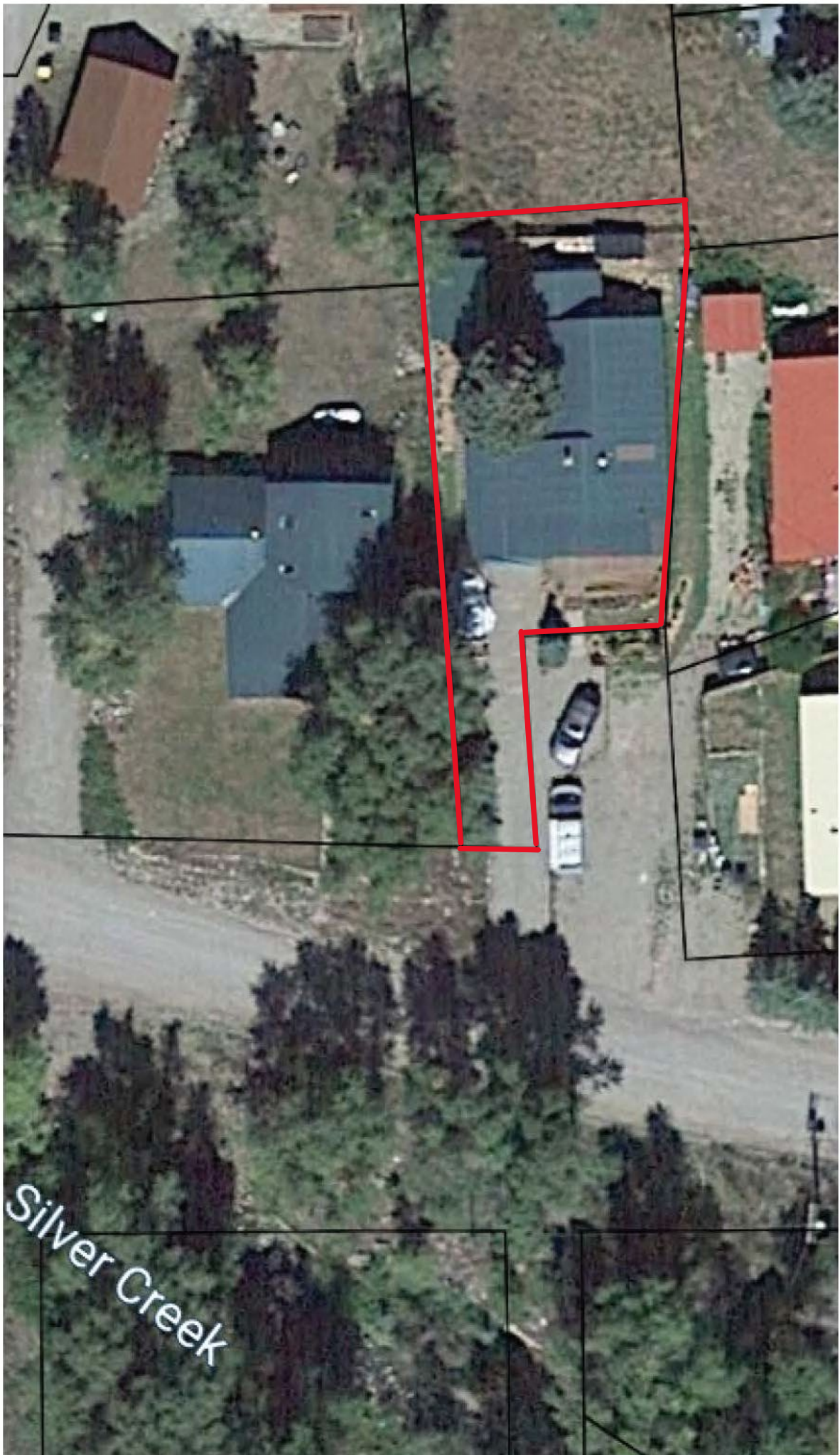
The materials that will be used are approved by the land use code and pictures are included in this application. We will be using metal slab art attached to wooden fence posts. The fence will be designed to be aesthetically pleasing.

We feel this variance is appropriate given our odd lot shape and the close proximity to our neighboring lots. Since the fence will be set back so far from the road it will not impede on town's snow removal operations, nor will it impede our neighbor's off-street parking. It will not block anyone's view corridor or solar access and it will be hardly visible to traffic on Soda St.

Thank you for your consideration. We'll be happy to answer and questions.

Sincerely,

Joe Dillsworth, Julia Prejs



search results



U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Santa Rosa Beach, FL 32459

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0545
09

Postmark
Here

Postage \$0.55
Total Postage and Fees \$4.15

04/21/2021

Sent To Karla Barlow
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Dolores, CO 81323

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0545
09

Postmark
Here

Postage \$0.55
Total Postage and Fees \$4.15

04/21/2021

Sent To Marlene Hazen
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Richardson, TX 75080

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0545
09

Postmark
Here

Postage \$0.55
Total Postage and Fees \$4.15

04/21/2021

Sent To Bryant & Jessica Bernardo
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Telluride, CO 81435

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0545
09

Postmark
Here

Postage \$0.55
Total Postage and Fees \$4.15

04/21/2021

Sent To Julie Hodson
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Brooklyn, NY 11231

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0545
09

Postmark
Here

Postage \$0.55
Total Postage and Fees \$4.15

04/21/2021

Sent To Paul Jacobsen
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Rico, CO 81332

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0545
09

Postmark
Here

Postage \$0.55
Total Postage and Fees \$4.15

04/21/2021

Sent To Town of Rico
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Richardson, TX 75080

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0545
09

Postmark
Here

Postage \$0.55
Total Postage and Fees \$4.15

04/21/2021

Sent To Jessica & Florentina Hart
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Chuswater, NY 82210

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0545
09

Postmark
Here

Postage \$0.55
Total Postage and Fees \$4.15

04/21/2021

Sent To Elizabeth Baker
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Rico, CO 81332

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0545
09

Postmark
Here

Postage \$0.55
Total Postage and Fees \$4.15

04/21/2021

Sent To Crystal Hibbard & Alex Wing
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Rico, CO 81332

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0545
09

Postmark
Here

Postage \$0.55
Total Postage and Fees \$4.15

04/21/2021

Sent To Gretchen Trodwell
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Flagstaff, AZ 86004

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0545
09

Postmark
Here

Postage \$0.55
Total Postage and Fees \$4.15

04/21/2021

Sent To Catherine & Lloyd Hershey
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

U.S. Postal Service™
CERTIFIED MAIL® RECEIPT
Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Telluride, CO 81435

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

0545
09

Postmark
Here

Postage \$0.55
Total Postage and Fees \$4.15

04/21/2021

Sent To Caran Mangum-Dimitio
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7019 1640 0001 9355 3730

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Asheville, NC 28803

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55
Total Postage and Fees \$4.15

0545
09

Postmark
Here

04/21/2021

Sent To Sarah Wight Floyd
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 2450 0002 3248 6359

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Midland, TX 79701

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55
Total Postage and Fees \$4.15

0545
09

Postmark
Here

04/21/2021

Sent To Gary & Debra Vandergriff
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 2450 0002 3248 6373

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Scottsdale, AZ 85254

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55
Total Postage and Fees \$4.15

0545
09

Postmark
Here

04/21/2021

Sent To Disposition Properties LLC
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 2450 0002 3248 6380

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Rico, CO 81332

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55
Total Postage and Fees \$4.15

0545
09

Postmark
Here

04/21/2021

Sent To Katelyn Stokes
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7020 2450 0002 3248 6366

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Rico, CO 81332

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55
Total Postage and Fees \$4.15

0545
09

Postmark
Here

04/21/2021

Sent To Kathy Grigg
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions

7019 1640 0001 9355 3747

U.S. Postal Service™ CERTIFIED MAIL® RECEIPT Domestic Mail Only

For delivery information, visit our website at www.usps.com®.

Rico, CO 81332

Certified Mail Fee \$3.60
Extra Services & Fees (check box, add fee as appropriate)
☐ Return Receipt (hardcopy) \$0.00
☐ Return Receipt (electronic) \$0.00
☐ Certified Mail Restricted Delivery \$0.00
☐ Adult Signature Required \$0.00
☐ Adult Signature Restricted Delivery \$0.00

Postage \$0.55
Total Postage and Fees \$4.15

0545
09

Postmark
Here

04/21/2021

Sent To Lyons Den Construction Inc
Street and Apt. No., or PO Box No.

City, State, ZIP+4®

PS Form 3800, April 2015 PSN 7530-02-000-9047

See Reverse for Instructions



Disposition
Properties

Grigg

Hazen

Baker

Hart

Hibbard

Bernardo

Jacobsen

Stokes

Prejs

Hodson

Treadwell

Hershey

Vandergriff

Mangan-Dimuzio

Disposition
Properties

Town of Rico

Barlow

Lyons

Floyd

When recorded, return to:
Alpine Bank
Attn: Final Document Department
400 7th Street South
Rifle, CO 81650
877-886-3171

LOAN #: 405200202630

[Space Above This Line For Recording Date]

DEED OF TRUST

MIN 1002590-0100013106-4
MERS PHONE #: 1-888-679-6377

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 18.

(A) "Security Instrument" means this document, which is dated March 27, 2020, together with all Riders to this document.

(B) "Borrower" is JULIA PREJS AND JOSEPH DILLSWORTH.

whose address is PO Box 965, Telluride, CO 81435.

Borrower is the trustor under this Security Instrument.

(C) "Lender" is Alpine Bank.

Lender is a Colorado Corporation,
under the laws of Colorado.
Lender's address is 400 7th Street South, Rifle, CO 81650.

organized and existing

(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 March 27, 2020. The Note states that Borrower owes Lender TWO HUNDRED SIXTY THREE THOUSAND AND NO/100* Dollars (U.S. \$263,000.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than April 1, 2050.

(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, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.



INITIALS
HERE
INITIALS
HERE

LOAN #: 405200202630

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, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges 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 15. 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.

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: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in 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, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. 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 15 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



LOAN #: 405200202630

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 otherwise agrees in writing, which consent shall not be unreasonably withheld, 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. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in 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, or the taking of, 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.

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 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. **Mortgage Insurance.** If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage



INITIALS
 HERE
 INITIALS
 HERE

LOAN #: 405200202630

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.

13. 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 18, 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 20) and benefit the successors and assigns of Lender.

14. 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. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. 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 without any prepayment charge (whether or not a prepayment charge is provided for under the Note). 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.

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

16. 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.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "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 15 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.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under



INITIALS
HERE
INITIALS
HERE

LOAN #: 405200202630

Borrower as provided in Section 15. 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 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.

JULIA PREJS

3/27/2020 (Seal)
DATE

JOSEPH DILLSWORTH

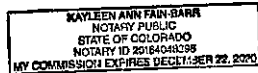
3/27/2020 (Seal)
DATE

STATE OF Colorado
County ss: San Miguel

The foregoing instrument was acknowledged before me this 27th day of MARCH, 2020, by JULIA PREJS AND JOSEPH DILLSWORTH.

Witness my hand and official seal.

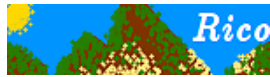
My Commission Expires: December 22, 2020



Notary Public

Lender: Alpine Bank
NMLS ID: 414674
Loan Originator: Julie A Gawlowski NMLS 1087622
NMLS ID: 1087622

INITIAL
HEREINITIAL
HERE



New Mail

STREAMS

FOLDERS

Inbox	14
Drafts	35
Templates	
Sent	
Spam	81
Trash	71
Outbox	
Archive	

TAGS

NotJunk
JunkRecorded
Forwarded
Redirected

VIEWS

Unread	14
All messages	
Flagged	
All archived	

Inbox • 14 Unread

Move to

5 Ir ...

N ...

Yi ...

N ...

2 N ...

U ...

F ...

S ...

3 ...

3 V ...

22 ...

M ...

2 ...

4 R ...

Notice of Pending Fence Permit

KD

Me • 3:27 PM • SENT

Hi Julie, Thank you. I will pass this along...

JH

JULIE HODSON <hodsonjulie@hotmail.com>

Tue, 04 May 2021 2:50:36 PM -0600 • INBOX

To "townmanager@ricocolorado.gov"
<townmanager@ricocolorado.gov>

Tags

Hi

I am writing you about Joe Dillsworth and Julie Prejs asking for a variance a plan to build a fence. I own the house next door at 6 E Soda Street. I do not have a problem with it as long as it is on their property with proper set backs. last time my neighbor built a fence they did not follow the proper set backs and was on my property and blocked part of my legal entrance into my house. I really wouldn't care but I have a small area to gain access to my property from the street and need as much room as possible. If you need to talk to me call me anytime. Please let me know if I have to do anything to insure this doesn't happen.

Thank you

Sent from [Outlook](#)

Julie Hodson, Broker/Owner
Telluride Mountain Realty, LLC
970-729-1430

[Reply](#) • [Reply All](#) • [Forward](#) • [Edit as new](#)

@mention a user or group to share this conversation



Here is your Smart Chat (Ctrl+Space)



Complete & Compliant Letter



May 7th, 2021

Eric Saunders
P.O. Box 37
Telluride Colorado, 81435

RE: 217 S. Glasgow, Lots 9 and 10 S. Glasgow
Telluride Colorado, 81435
Special Use Permit for a Storage Facility

Dear Applicant,

The Town of Rico has received an application for a special use permit for the purpose of constructing a storage facility at 217 S. Glasgow. 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 May 12th Rico Planning Commission meeting and the May 19th 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 – this has been replaced with elevations of the proposed facility
- ☒ 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: 05-04-2021

Application Reviewed by: KLD

Application Fee Received: 05-04-2021

Date of Hearing: 05-12-2021 & 05-19-2021

Application Complete: Yes

Rico Planning Commission Action _____

Mailing Notice Complete: Yes

Approval Subject to Conditions _____

Other comments:

None.

Special Use Permit



Applicant Name Eric Saunders Phone Number _____
Address PO Box 17 Cell Phone Number 970-708-2447
Email saunders@bellco.net Fax Number _____
Street Address of Subject Property 217 S. Glasgow Ave
Legal Description of Subject Property Lots 9 & 10, Block 3

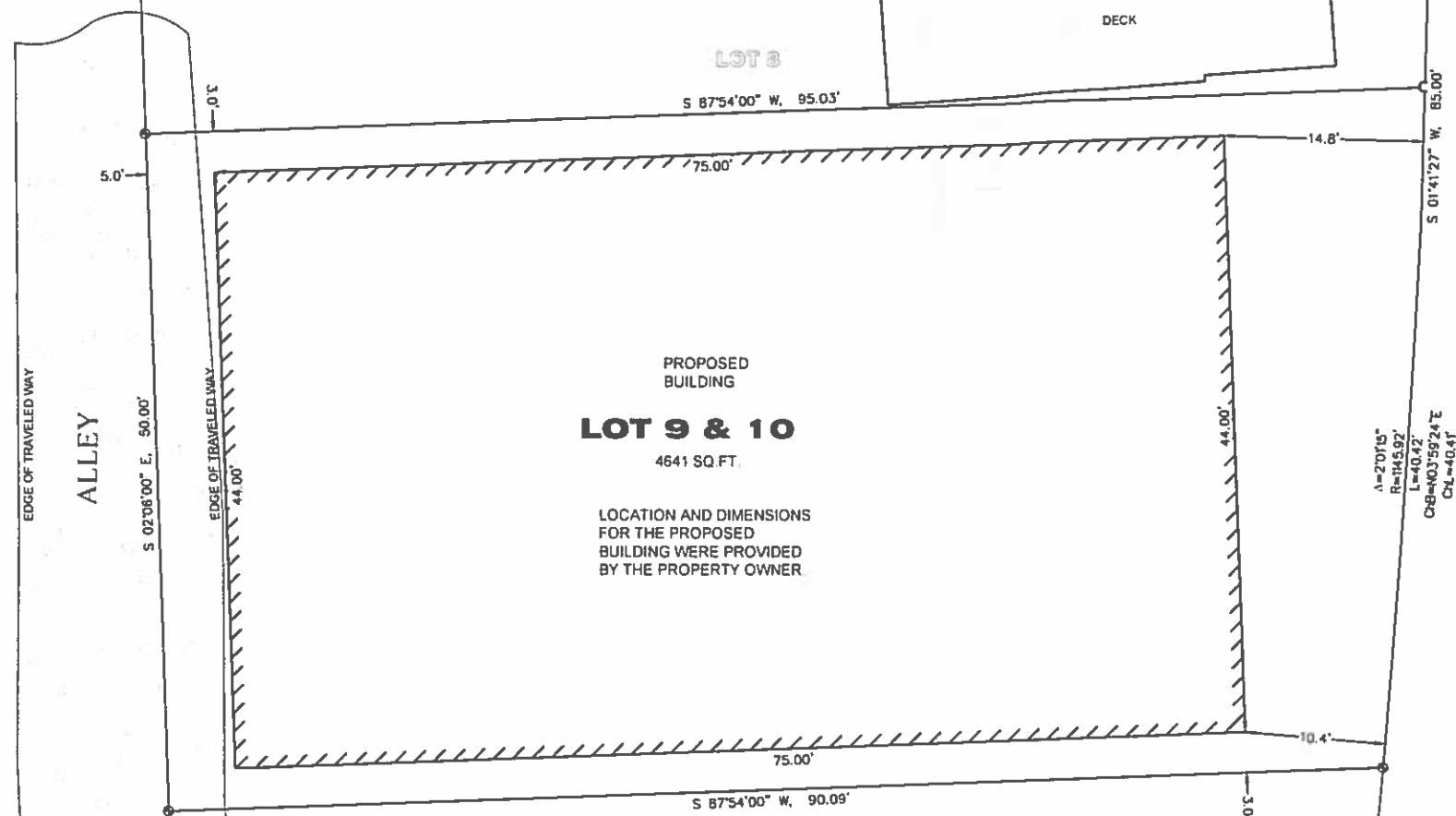
Zone District of Subject Property COMMERCIAL

Attachments Required:

- ☒ Description of Special Use Request
- ☒ 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. - warranty Deed being sent by County.

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 4-21-21



PROPERTY DESCRIPTION:

LOTS 9 & 10, BLOCK 3, LESS AND EXCEPT THAT PORTION DEEDED TO COLORADO DEPARTMENT OF HIGHWAYS RECORDED IN BOOK 110 AT PAGE 270.

COUNTY OF DOLORES,

STATE OF COLORADO.



COTTONWOOD TREE

GLASGOW AVE.
PAVED

CONCRETE CURB
EDGE OF PAVEMENT

SURVEYOR'S CERTIFICATE

I, Thomas A. Clark, being a Colorado Licensed Land Surveyor, do hereby certify that this Site Exhibit of Lots 9 & 10, Block 3, Town of Rico was made by me and under my direct supervision, responsibility, and checking. This Topographic Survey does not constitute a Land Survey Plat or Improvement Survey Plat as defined by Title 38, Article 51 C.R.S.

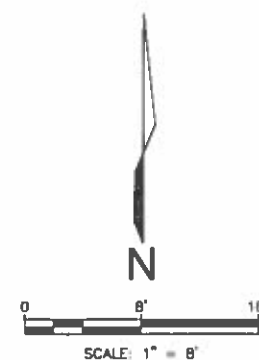
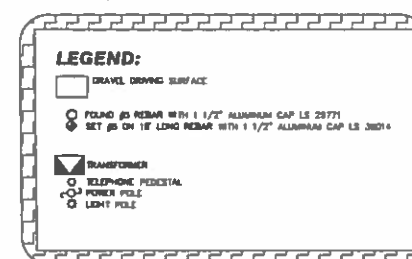
Thomas A. Clark

PLS 38014



NOTES:

- 1 This Site Exhibit does not constitute a title search to determine ownership or easements of record by All Points Land Survey
- 2 This survey is valid only if a printed or electronic copy has a seal and signature of the surveyor noted within the statement above
- 3 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





PROPERTY DESCRIPTION:
LOTS 9 & 10, BLOCK 3, LESS AND EXCEPT THAT PORTION DEEDED TO COLORADO DEPARTMENT OF HIGHWAYS RECORDED IN BOOK 110 AT PAGE 270.
COUNTY OF DOLORES
STATE OF COLORADO



SURVEYOR'S CERTIFICATE

I, Thomas A. Clark, being a Colorado Licensed Land Surveyor, do hereby certify that this Topographic Survey of Lots 9 & 10, Block 3, Town of Rico was made by me and under my direct supervision, responsibility, and checking. This Topographic Survey does not constitute a Land Survey Plat or Improvement Survey Plat as defined by Title 38, Article 51 C.R.S.

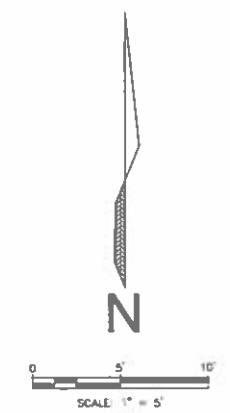
Thomas A. Clark
[Signature]
D.L.S. 38014

NOTES:

1. This topographic map does not constitute a title search to determine ownership or easements of record by All Points Land Survey.
2. Base of bearings for this survey is based on found monuments at centerline intersections of Mantz Street and Glasgow Ave. and intersection of King Street and Glasgow Ave. that bearing being South 02° 06' East.
3. Field work was performed in December 2020.
4. Elevation datum for this survey are based on Centerline benchmark at the intersection of Mantz Ave. and King Street that elevation being 8772.26.
5. This survey is valid only if a printed or electronic copy has a seal and signature of the surveyor noted within the statement above.
6. 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.

LEGEND:

- GRAVEL DRIVING SURFACE
- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP L.S. 29771
SET #5 ON 18' LONG REBAR WITH 1 1/2" ALUMINUM CAP L.S. 38014
- TRANSFORMER
- TELEPHONE PEDESTAL
- POWER POLE
- LIGHT POLE



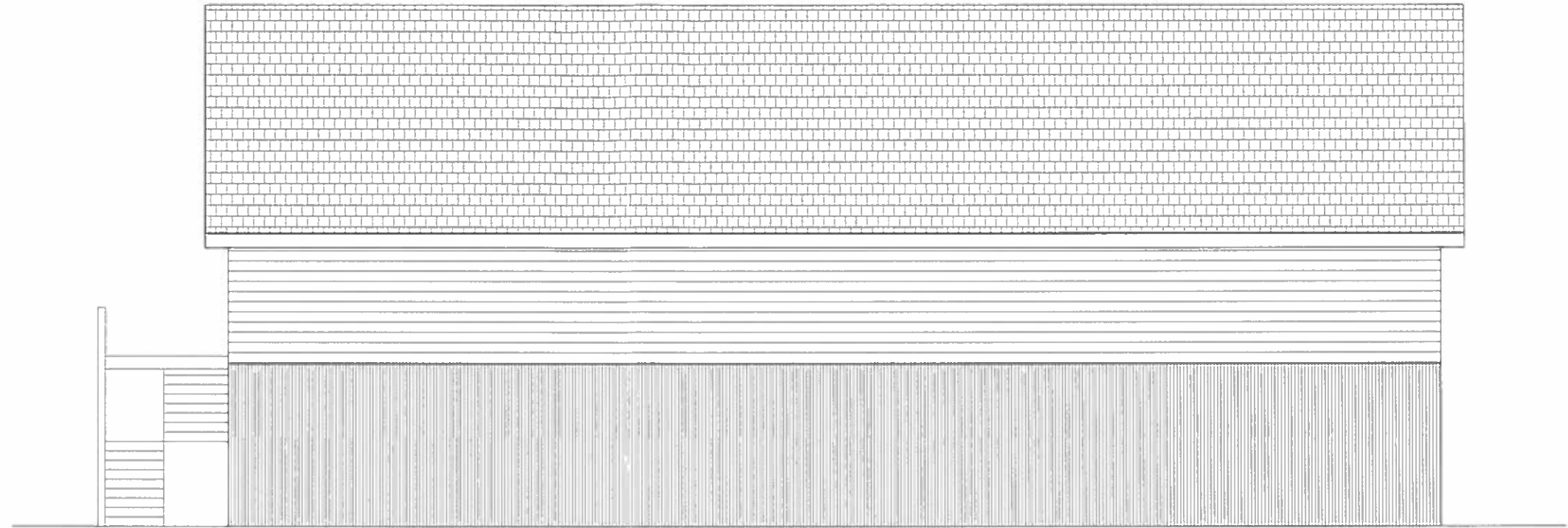
CONTOUR INTERVAL=1'

**TOPOGRAPHIC MAP OF LOTS 9 & 10, BLOCK 3, TOWN OF RICO,
DOLORES COUNTY, COLORADO.**

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

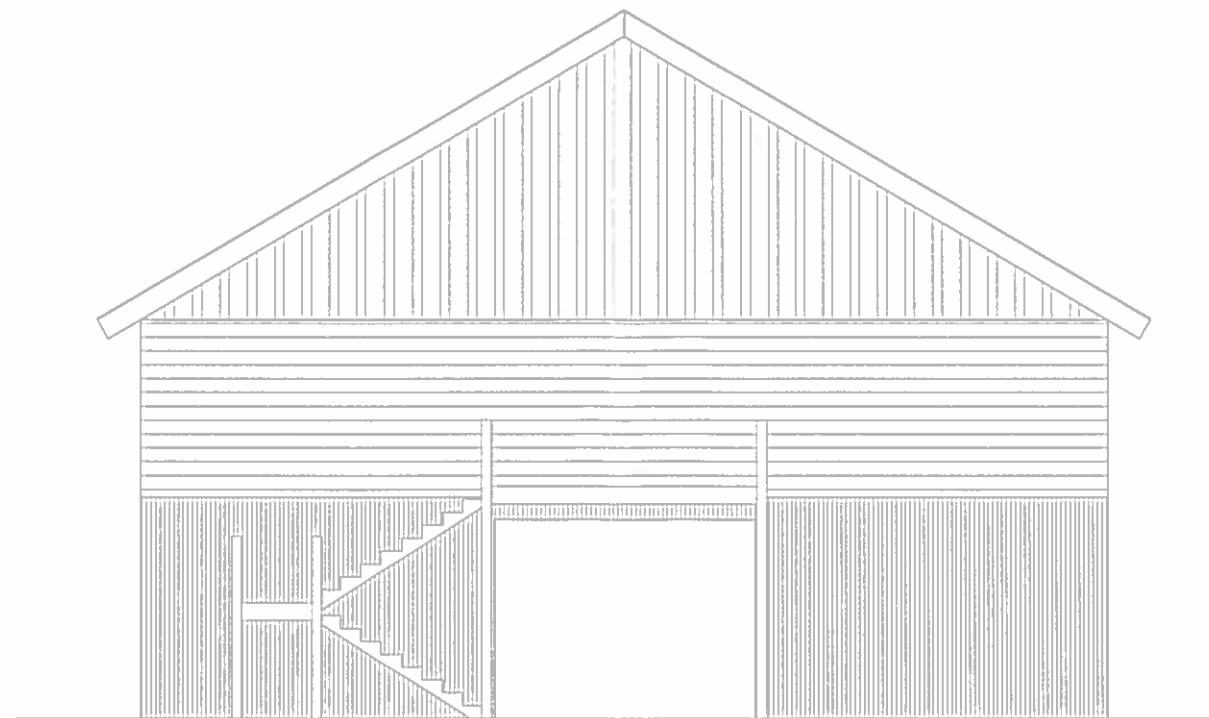
DATE: 12/20/2020
DRAWN BY: TC
CHECKED BY: JAC
JOB#: 20074
SHEET-1-OF-1





SIDE ELEVATION

SCALE: 1/4" = 1'-0"



GABLE END ELEVATION

SCALE: 1/4" = 1'-0"

PRELIMINARY
FOR
REVIEW
11-2-2020



WILSON STRUCTURAL
ENGINEERING, INC.

1235 THOROUGHbred RD.
DURANGO, CO 81303
Phone: (970) 385-6774

A PROPOSED STRUCTURAL DESIGN FOR THE NEW:

**SAUNDERS
STORAGE**

WICO, COLORADO

ELEVATIONS

DRAWN: GW
CHECKED: DW
DATE: 11-2-2020

FILE NAME:

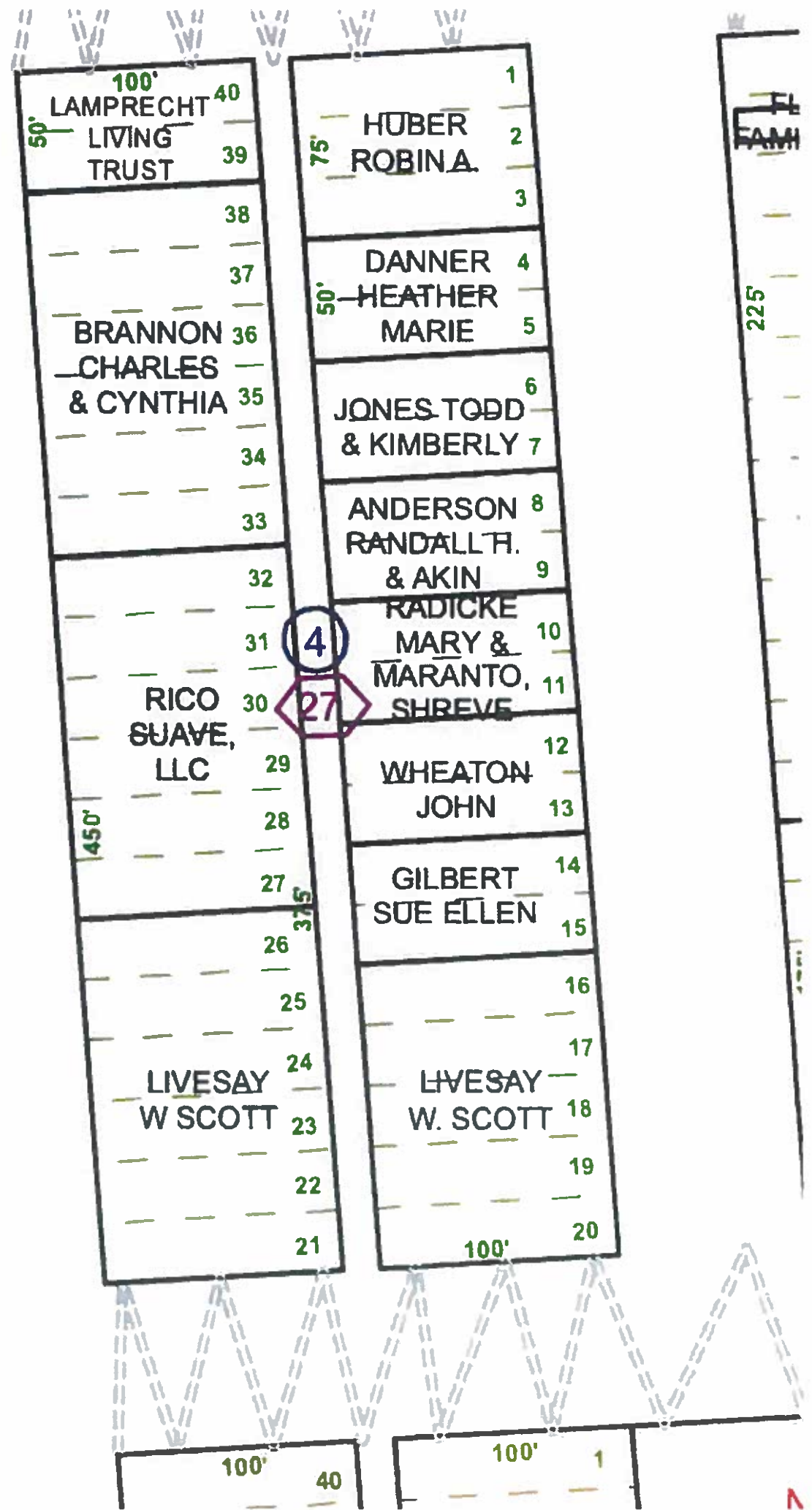
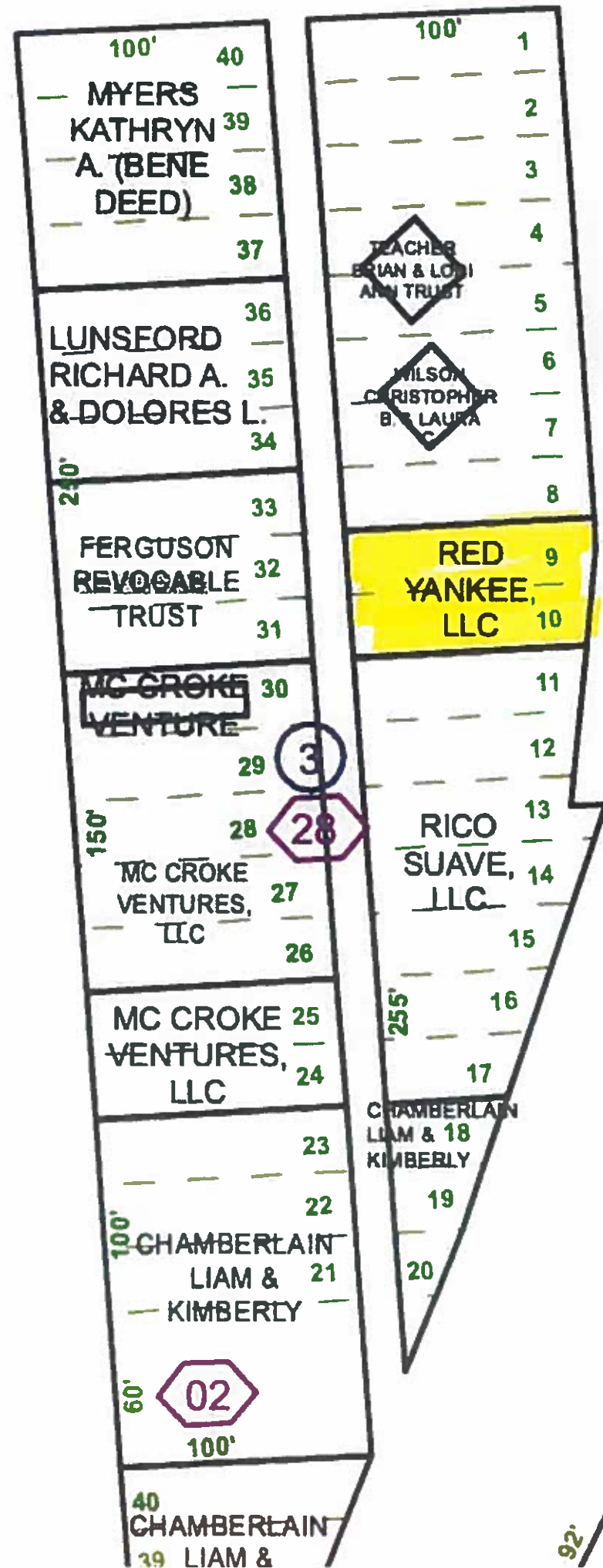
13320.A2

PROJECT:

13320

SHEET:

A2
OF A2



SCHEDULE # 504736228020 R 001
JANIE STIASNY
DOLORES COUNTY TREASURER
PO BOX 421
DOVE CREEK, CO 81324

2019 TAX PAYMENT RECEIPT
TAX DISTRICT 102

TAX ROLL PAGE- 1374 # 6340
ACTUAL VALUE 35304
ASSESSED VALUE 10238
MILL LEVY 76.076

LEGAL
17-5047-362-28-020 217 S. GLASGOW AVE
RICO LTS 9 & 10 BLK 3 FROM: RICO SUAVE, LLC
B-235 P-499,500 B-244 P-305 B-123 P-213 B-233 P-433
B-319 P-463(WD) B-246 P-119-123 B-289 P-317
B-333 P-297(WTR)
(ENTIRE LEGAL MAY NOT BE SHOWN)

RED YANKEE, LLC
P.O. BOX 37
TELLURIDE CO 81435

TAX AMOUNT
ADJUSTMENT 778.88
ADMINISTRATIVE FEE .00
SPECIAL ASSESSMENT .00

ORIGINAL AMOUNT DUE 778.88
AMOUNT PAID TO DATE 778.88

BALANCE DUE .00
TAX PAID 778.88
P&I PAID 23.37
MISCELLANEOUS PAID .00

DATE OF PAYMENT 08/13/2020 14:35 TOTAL AMOUNT \$802.25 (CHECK)
TAX RECEIPT VALID UPON CHECKS CLEARING YOUR BANK

AFFIDAVIT OF MAILING PUBLIC NOTICE LETTER

Town of Rico

Town of Rico

P.O. Box 9

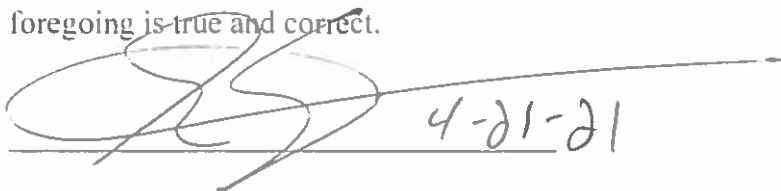
Rico, Colorado, 81332

Re: Certification and Affidavit of Mailing Public Notice Letter for (Rico Lots 9&10, Block 3), Town of Rico.

I hereby declare that I, Eric Saunders, mailed a copy of the Town approved, enclosed public letter via U.S. First Class Mail, postage prepaid thereon on April 20, 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 April 20, 2021, which was 22 days prior to the public hearing(s) to be held on May 12, 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.



4-21-21

NOTICE OF PENDING SPECIAL USE PERMIT APPLICATION

Date: April 20, 2021

RE: Public Hearing on Special Use Permit 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 special use permit application. (please include address and/or legal description of subject property as well as the nature of the proposed special use)

Name of Applicant: Eric Saunders

Type of Development Application(s): Storage Facility

Legal Description: Lot 9 & 10, Block 3

Address: 217 S Glasgow Ave Rico, Colorado

Lot or Site Size: 4,641 SF

Review Authority: Rico Planning Commission and Rico Board of Trustees

Rico Planning Commission Hearing Date: May 12, 2021

Board of Trustee's Hearing Date: May 19, 2021

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

I am seeking approval to build a storage facility on Lots 9 & 10, Block 3 (217 S. Glasgow Ave). Please find enclosed an aerial overview of the subject property with the lots highlighted in yellow. Please also find enclosed a conceptual image of the building that will house the storage units. The units will be completely enclosed in the structure and storage units will not be visible from anywhere but inside the building. The design of the structure will be of wood and steel and will blend in with the historical nature of Rico. It

HERNANDEZ
FAMILY
TRUST

HERNANDEZ
FAMILY
TRUST

YELLOWMAN
LINDA &
GENEVIEVE

SHOwers
DONNA &
GARY (17)

HALLY
PATRICK
N 8
(DEBORAH)

WHITE SIDE
HOLLY BAKER

INGLIS
PLT R J

King St.

MYERS
KATHRYN
A (FINE
DEED)

LUNSFORD
RICHARD A
& DOLORES L

PERDUSON
REVOCABLE
TRUST

RECO
YANKEE
LLC

MC CROKE
VENTURES
LLC

MC CROKE
VENTURES
LLC

CHAMBERLAIN
JAM &
KIMBERLY

CHAMBERLAIN
JAM &
KIMBERLY

RICO
SUAVE
LLC

LAMBERT
LIVING
TRUST

BRANNON
CHARLES
& CYNTHIA

RICO
SUAVE
LLC

LIVESAY
W SCOTT

HUBER
ROBILTA

DANIEL
HEATHER
MARIE

KINE S TODD
& KIMBERLY

ANDERSON
RANDALL H
& ARIN

PAULICK
MARY &
MARANTO

WHEATON
JOHN

GILBERT
SUE ELLEN

LIVESAY
W SCOTT

CLAY
LAWRENCE

TURPIN
BARBARA J

JOHNSON
DAVID

NANCE
KAREN H

UNRUH
RICHARD

HAGGAR
ROBERT

UNRU
RICHARD

BROWN DAWN
M & L
J & S

RIC
LEGA
LLC

RICO
TOWN OF

Hwy 145

111

LIVESAY
W SCOTT

NEW YEAR M S 1538
RICO
DEVELOPMENT
LLC

SILVER
CREEK
LAND

SILVER
CREEK
LAND

RICO
TOWN OF

HERNANDEZ
FAMILY
TRUST

HERNANDEZ
FAMILY
TRUST

YELLOWMAN
LINDA &
GENEVIEVE

TERRANCE L &
CHARLENE A

BAILEY
PATRICK
N &
DEBORAH L

WHITESIDE
HOLLY BAKER

INGLIS
PETER J

King St.

MYERS
KATHRYN
A (BENE
DEED)

LUNSFORD
RICHARD A.
& DOLORES

FERGUSON
REVOCABLE
TRUST

MC CROKE
VENTURES

MC CROKE
VENTURES
LLC

MC CROKE
VENTURES,
LLC

CHAMBERLAIN
LIAM &
KIMBERLY

CHAMBERLAIN
LIAM &
KIMBERLY

CHAMBERLAIN
LIAM &
KIMBERLY

CHAMBERLAIN
LIAM &
KIMBERLY

CHAMBERLAIN
LIAM &
KIMBERLY

RED
YANKEE,
LLC

RICO
SUAVE,
LLC

RICO
SUAVE,
LLC

RICO
SUAVE,
LLC

RICO
SUAVE,
LLC

RICO
SUAVE,
LLC

RICO
SUAVE,
LLC

RICO
SUAVE,
LLC

RICO
SUAVE,
LLC

LAMPRECHT
LIVING
TRUST

BRANNON
CHARLES
& CYNTHIA

RICO
SUAVE,
LLC

LIVESAY
W SCOTT

LIVESAY
W SCOTT

LIVESAY
W SCOTT

LIVESAY
W SCOTT

LIVESAY
W SCOTT

LIVESAY
W SCOTT

LIVESAY
W SCOTT

HUBER
ROBINA.

DANNER
HEATHER
MARIE

JONES TODD
& KIMBERLY

ANDERSON
RANDALL H
& AKIN

RADICKE
MARY &
MARANTO

WHEATON
JOHN

GILBERT
SUE ELLEN

LIVESAY
W SCOTT

LIVESAY
W SCOTT

LIVESAY
W SCOTT

LIVESAY
W SCOTT

LIVESAY
W SCOTT

LIVESAY
W SCOTT

LIVESAY
W SCOTT

LIVESAY
W SCOTT

FLATT
FAMILY LLC

FLATT
FAMILY
LLP

BROWN DAWN
MICHELLE &
GREGORY S

BROWN DAWN
MICHELLE &
GREGORY S

BROWN DAWN
MICHELLE &
GREGORY S

BROWN DAWN
MICHELLE &
GREGORY S

BROWN DAWN
MICHELLE &
GREGORY S

BROWN DAWN
MICHELLE &
GREGORY S

BROWN DAWN
MICHELLE &
GREGORY S

BROWN DAWN
MICHELLE &
GREGORY S

EDGEWORTH
CHRISTOPHER

TURRIN
BARBARA J

JOHNSON
DAVID

NANCE
KAREN H

UNRUH
RICHARD

HAGGAR
ROBERT

UNRU
RICHAS

RIC
LEGA
LLC

RIC
LEGA
LLC

RIC
LEGA
LLC

RIC
LEGA
LLC

RIC
LEGA
LLC

RIC
LEGA
LLC

RIC
LEGA
LLC

RIC
LEGA
LLC

NEW YEAR M S 1538
RICO
DEVELOPMENT
LLC

Hwy 145

111

SILVER
CREEK

SILVER
CREEK
LAND

Camels Garden LLC
Po Box 1365
Telluride, CO 81435
Lots 7 & 8 Lots 1-6

Rico Suave
C/O Condley & Co LLP
Po Box 2338
Abilene, TX 79604
Lots 11-17. Lots 33-38 Lots 27-32

Larry and Susan Steele
Po Box 187
Rico, CO 81332
Lots 18-20 and Lots 21-23

Ferguson Revocable Trust
33407 N 53rd Place
Cave Creek, AZ 85331
Lots 31-33

Chris and Tracy Condon
Po Box 129
Rico, CO 81332
Lot 30

Sean Stogner
Po Box 193
Rico, CO 81332
Lot 29

Eli and Morgan Hoge
Po Box 175
Rico, CO 81332
Lot 28

McCroke Ventures
PO Box 8
Rico, Co 81332
Lots 24-27

Lamprecht Living Trust
14007 Waterview Dr
Willis, TX 77318
Lot 39 & 40

Scott Livesay
405 Londonderry
Suite 203
Waco, TX 76712
Lots 21-26

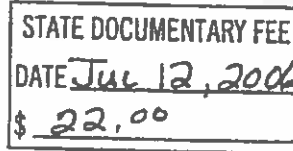
WARRANTY DEED

THIS DEED, made this 7th day of July, 2006, between

RICO SUAVE, LLC

of County of SAN MIGUEL, State of COLORADO, grantor, and

RED YANKEE LLC



whose legal address is 119 LOST CREEK LANE SUITE 1B, TELLURIDE, CO 81435, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of Two Hundred Twenty Thousand and 00/100 (\$220,000.00), 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 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 EXHIBIT A ATTACHED HERETO

as known by street and number as: TBD, 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 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 enrolling 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

General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.

SEE ATTACHED EXHIBIT EXC-06-05027

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 SUAVE, LLC

Mark King, Manager
By: MARK KING, MANAGER

John Matthews, Manager
JOHN MATTHEWS, MANAGER

STATE OF COLORADO

COUNTY OF SAN MIGUEL

The foregoing instrument was acknowledged before me this 7th day of July, 2006 by MARK KING AS MANAGER OF RICO SUAVE, LLC AND BY JOHN MATTHEWS AS MANAGER OF RICO SUAVE, LLC.

My Commission expires: 1-26-09

April Tyler
Notary Public

[SEAL]



My Commission Expires 01/26/2009

EXHIBIT A
LEGAL DESCRIPTION

Lots 9 and 10, Block 3, Town of Rico, according to the plat thereof filed in the office of the Clerk and Recorder, County of Dolores, State of Colorado; LESS AND EXCEPT that portion conveyed to the Department of Highways, State of Colorado, by that Deed recorded November 21, 1966 in Book 110 at page 270;

County of Dolores, State of Colorado.

EXHIBIT EXC-06-05027

1. Notes, easements, restrictions, reservations, densities, designated uses, setbacks, rights of way of a public, or private nature, and all other matters as disclosed on plat recorded in Plat Book 2 at Page 90 and in Plat Book 2 at Page 111.
2. Any loss or damage occasioned by the fact that a portion of subject property lies within the boundaries of patented mining claims.
3. Any water rights or claims or title to water, in, on or under the land.
4. Unpatented mining claims; reservation or exceptions in patents or in Acts authorizing the issuance thereof.
5. 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.
6. Any tax, assessment, fees or charges by reason of the inclusion of the subject property in the local street improvement district, the local water conservancy district or the local sanitation district.
7. All mines, minerals, lodes, deposits and Veins as conveyed to Julius Thompson by the Town of Rico in Deed recorded November 15, 1892 in Book 28 at Page 140, and any and all assignments thereof or interests therein.
8. All mines, minerals, metals, lodes, deposits, veins and all mineral bearing ores, rocks, all mining rights as reserved by Rico Argentine mining Company and all rights, either expressed or implied, other than the surface estate, as reflected in Decree recorded July 16, 1954 in Book 75 at page 169.
9. Any tax, assessment, fees or charges by reason of the inclusion of the subject property in the Dolores Water Conservancy District pursuant to that document recorded October 25, 2004 in Book 333 at page 297.
10. Ordinance #1-05 recorded July 20, 2005 at Reception No. 148987; subject to the terms, conditions, provisions and obligations contained therein.
11. Boundary Discrepancy between the Highway 145 as Deeded to the Department of Highways, State of Colorado, by that Deed recorded November 21, 1966 in Book 110 at page 270 and the Right-of-Way Line per Found CDOT Project Map FHP 1-2(4), as shown on Improvement Survey Plat by J. David Foley, P.L.S. 24954, Foley Associates, Inc., Project #98019.
12. All existing fences, fence lines, discrepancies between fence lines and property lines, trails, roads, highways, ditches, utilities, reservoirs, canals, pipelines, power, telephone, or water lines, railroads and rights of way and easements therefore.
13. Any leases and/or tenancies.

Complete & Compliant Letter



May 7th, 2021

Eric Saunders
P.O. Box 37
Telluride Colorado, 81435

RE: Permit for development in an area of environmental concern
217 S. Glasgow, Lots 9 and 10 S. Glasgow

Dear Applicant,

The Town of Rico has received an application for a special use permit for a storage facility at 217 S. Glasgow. 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 May 12th, 2021, Rico Planning Commission meeting and the March 19th, 2021, Rico Board of Trustee's meeting.

These applications include the following required components:

Attachments Required:

X Two (2) 24" by 36" Site Plans and (1) electronic (pdf) site plan showing the following:

North Arrow

Areas of environmental concern*

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

Topography 5 foot interval maximum, 2 foot preferred

Vicinity Map

Proposed grading and drainage if applicable

Lot lines with dimensions

Location of existing buildings if applicable

Easements with dimensions

Location of proposed building if applicable

Acreage of lot

Location of existing utilities if applicable

Adjacent streets with labels

Location of proposed utilities if applicable

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

X An application fee in the amount of \$400.00.

X A copy of the deed for the property.

Date Application Received: 05-04-2021

Application Reviewed by KLD

Application Fee Received: 05-04-2021

Date of Hearing 05-12-2021 & 05-19-2021

Application Complete Yes

Rico Planning Commission Action _____

Mailing Notice Complete Yes

Approval Subject to Conditions _____

Other comments:

Areas of Environmental
Concern Development
Permit Application



Applicant Name Eric Saunders / Red Yarn LLC Phone Number _____
Address PO Box 37 - Telluride Cell Phone Number 970-708-2447
Email saunders@tellurideprop.com Fax Number _____
Street Address of Subject Property 217 S. Glasgow Ave
Legal Description of Subject Property Lots 9 & 10, Block 3

Zone District of Subject Property Commercial
Contractor Name Joe Crooke Phone Number _____
Address PO Box 8 Ridgely CO 81332 Cell Phone Number 970-708-7747
Email Jvcrooke@yahoo.com Fax Number _____

Attachments Required:

☐ Two (2) 24" by 36" Site Plans and (1) electronic (pdf) site plan showing the following:

North Arrow

Areas of environmental concern*

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

*Topography 5 foot interval maximum, 2 foot preferred

✓ Vicinity Map

Proposed grading and drainage

✓ Lot lines with dimensions

Location of existing buildings if applicable

Easements with dimensions

✓ Location of proposed building if applicable

✓ Acreage of lot

Location of existing utilities if applicable

✓ Adjacent streets with labels

Location of proposed utilities if applicable

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

☒ An application fee in the amount of \$400.00.

☒ A copy of the deed for the property. — Warranty deed?

*Some of this information about Areas of Environmental Concern is obtainable on the Town Manager's GIS system and will be made available to the applicant at the pre-application conference. **Flood planes must be determined by an Engineer licensed in the state of Colorado. Wetlands must be delineated by a certified technician and surveyed.**

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 4-27-21

Date Application Received _____ Application Reviewed by _____

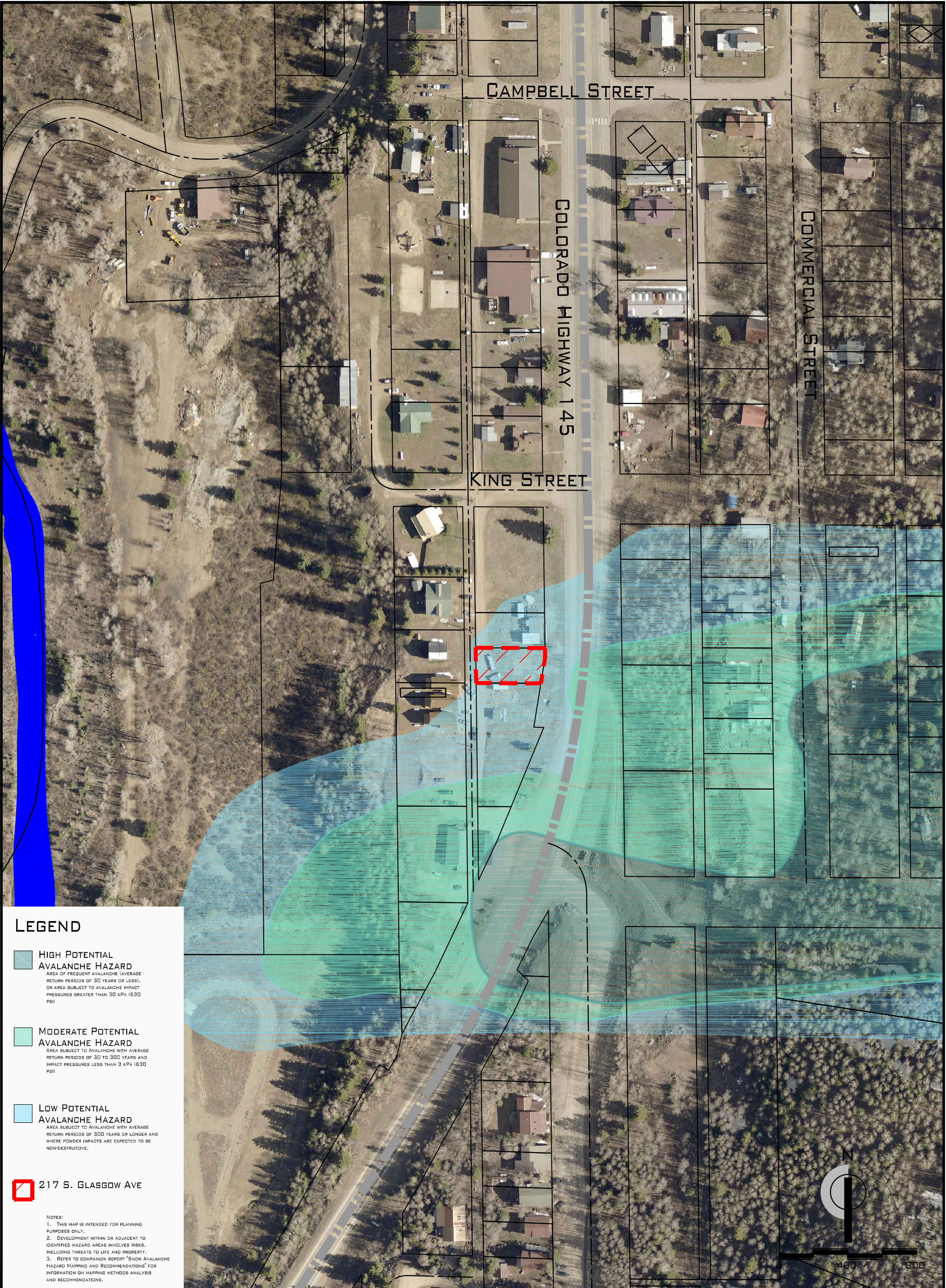
Application Fee Received _____ Date of Hearing _____

Application Complete _____ Rico Planning Commission Action _____

Mailing Notice Complete _____ Approval Subject to Conditions _____

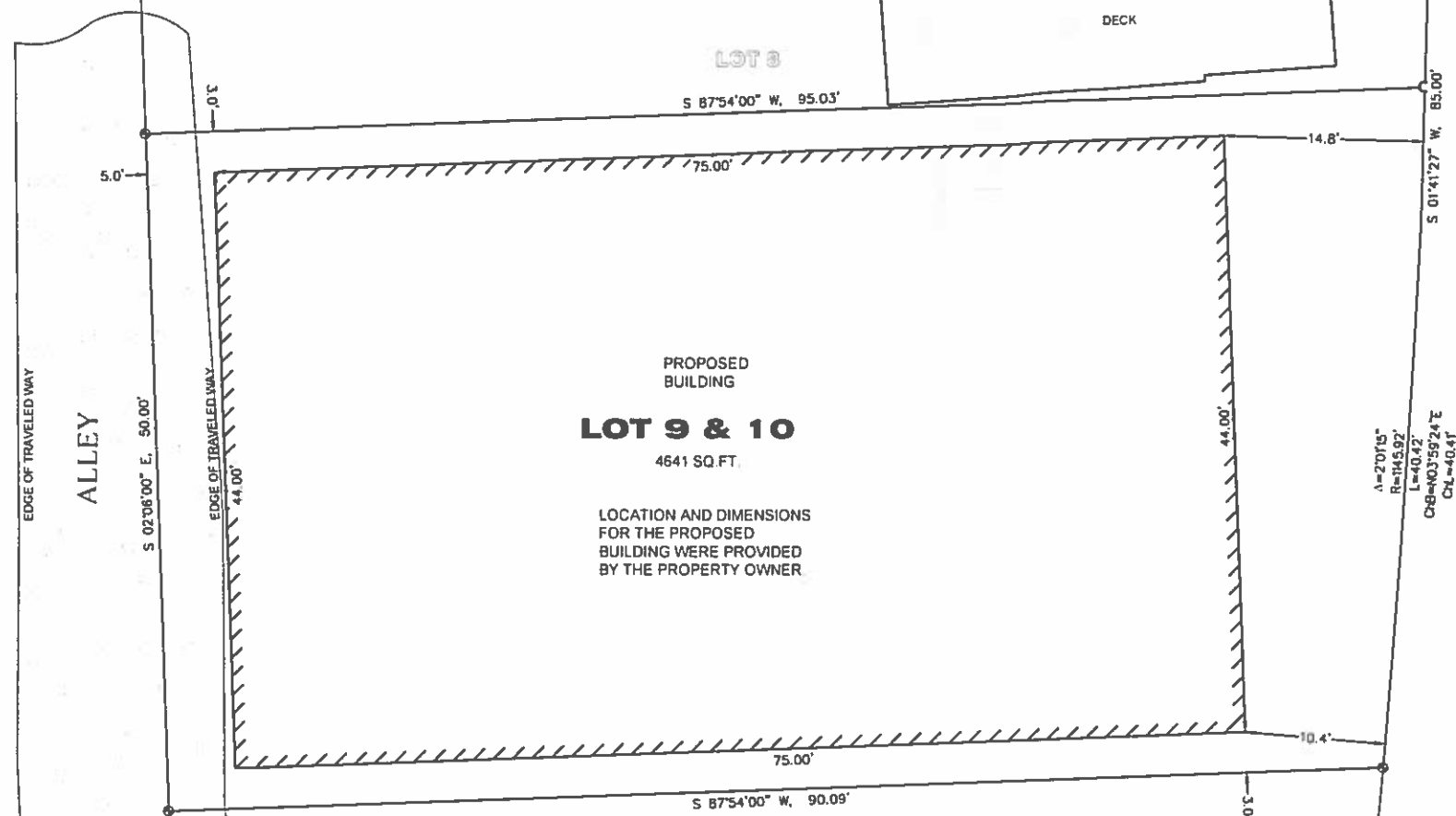
Other comments:

ownership is in LLC - Red Yankee LLC
- partners are being removed
utilities & grading not defined yet as
not sure where or which side it will
be pulled from



TOWN OF RICO

AVALANCHE HAZARD MAP



PROPERTY DESCRIPTION:

LOTS 9 & 10, BLOCK 3, LESS AND EXCEPT THAT PORTION DEEDED TO COLORADO DEPARTMENT OF HIGHWAYS RECORDED IN BOOK 110 AT PAGE 270.

COUNTY OF DOLORES,

STATE OF COLORADO.



COTTONWOOD TREE

GLASGOW AVE.
PAVED

SURVEYOR'S CERTIFICATE

I, Thomas A. Clark, being a Colorado Licensed Land Surveyor, do hereby certify that this Site Exhibit of Lots 9 & 10, Block 3, Town of Rico was made by me and under my direct supervision, responsibility, and checking. This Topographic Survey does not constitute a Land Survey Plat or Improvement Survey Plat as defined by Title 38, Article 51 C.R.S.

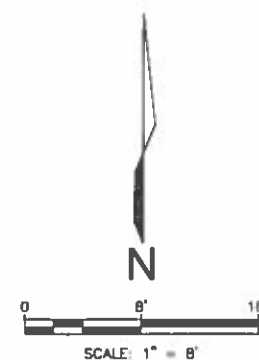
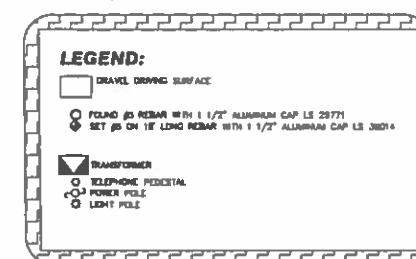
Thomas A. Clark

PLS 38014



NOTES:

- 1 This Site Exhibit does not constitute a title search to determine ownership or easements of record by All Points Land Survey
- 2 This survey is valid only if a printed or electronic copy has a seal and signature of the surveyor noted within the statement above
- 3 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





PROPERTY DESCRIPTION:
LOTS 9 & 10, BLOCK 3, LESS AND EXCEPT THAT PORTION DEEDED TO COLORADO DEPARTMENT OF HIGHWAYS RECORDED IN BOOK 110 AT PAGE 270.
COUNTY OF DOLORES
STATE OF COLORADO



SURVEYOR'S CERTIFICATE

I, Thomas A. Clark, being a Colorado Licensed Land Surveyor, do hereby certify that this Topographic Survey of Lots 9 & 10, Block 3, Town of Rico was made by me and under my direct supervision, responsibility, and checking. This Topographic Survey does not constitute a Land Survey Plat or Improvement Survey Plat as defined by Title 38, Article 51 C.R.S.

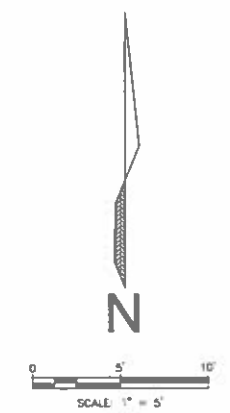
Thomas A. Clark
[Signature]
D.L.S. 38014

NOTES:

1. This topographic map does not constitute a title search to determine ownership or easements of record by All Points Land Survey.
2. Base of bearings for this survey is based on found monuments at centerline intersections of Mantz Street and Glasgow Ave. and intersection of King Street and Glasgow Ave. that bearing being South 02° 06' East.
3. Field work was performed in December 2020.
4. Elevation datum for this survey are based on centerline benchmark at the intersection of Mantz Ave. and King Street that elevation being 8772.26.
5. This survey is valid only if a printed or electronic copy has a seal and signature of the surveyor noted within the statement above.
6. 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.

LEGEND:

- GRAVEL DRIVING SURFACE
- FOUND #5 REBAR WITH 1 1/2" ALUMINUM CAP LS 29771
SET #5 ON 18" LONG REBAR WITH 1 1/2" ALUMINUM CAP LS 38014
- TRANSFORMER
- TELEPHONE PEDESTAL
- POWER POLE
- LIGHT POLE



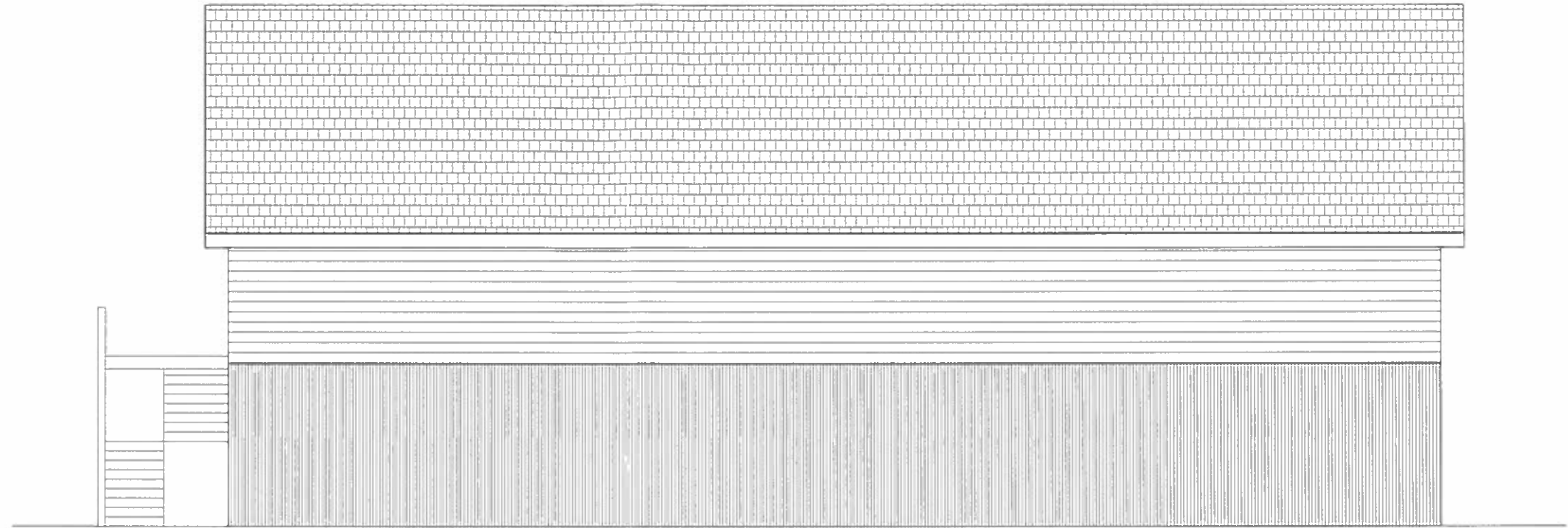
CONTOUR INTERVAL=1'

**TOPOGRAPHIC MAP OF LOTS 9 & 10, BLOCK 3, TOWN OF RICO,
DOLORES COUNTY, COLORADO.**

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

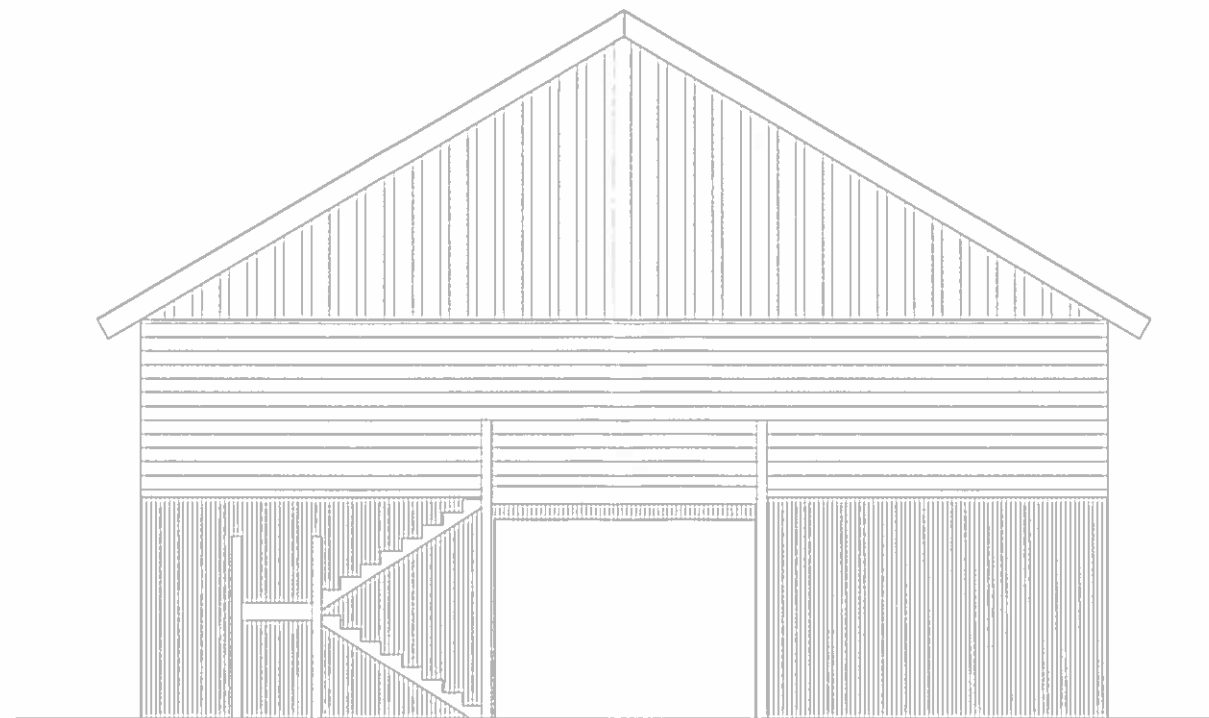
DATE: 12/20/2020
DRAWN BY: TC
CHECKED BY: JAC
JOB#: 20074
SHEET-1-OF-1





SIDE ELEVATION

SCALE: 1/4" = 1'-0"



GABLE END ELEVATION

SCALE: 1/4" = 1'-0"

PRELIMINARY
FOR
REVIEW
11-2-2020



WILSON STRUCTURAL
ENGINEERING, INC.

1235 THOROUGHbred RD.
DURANGO, CO 81303
Phone: (970) 385-6774

A PROPOSED STRUCTURAL DESIGN FOR THE NEW:

**SAUNDERS
STORAGE**

WICO, COLORADO

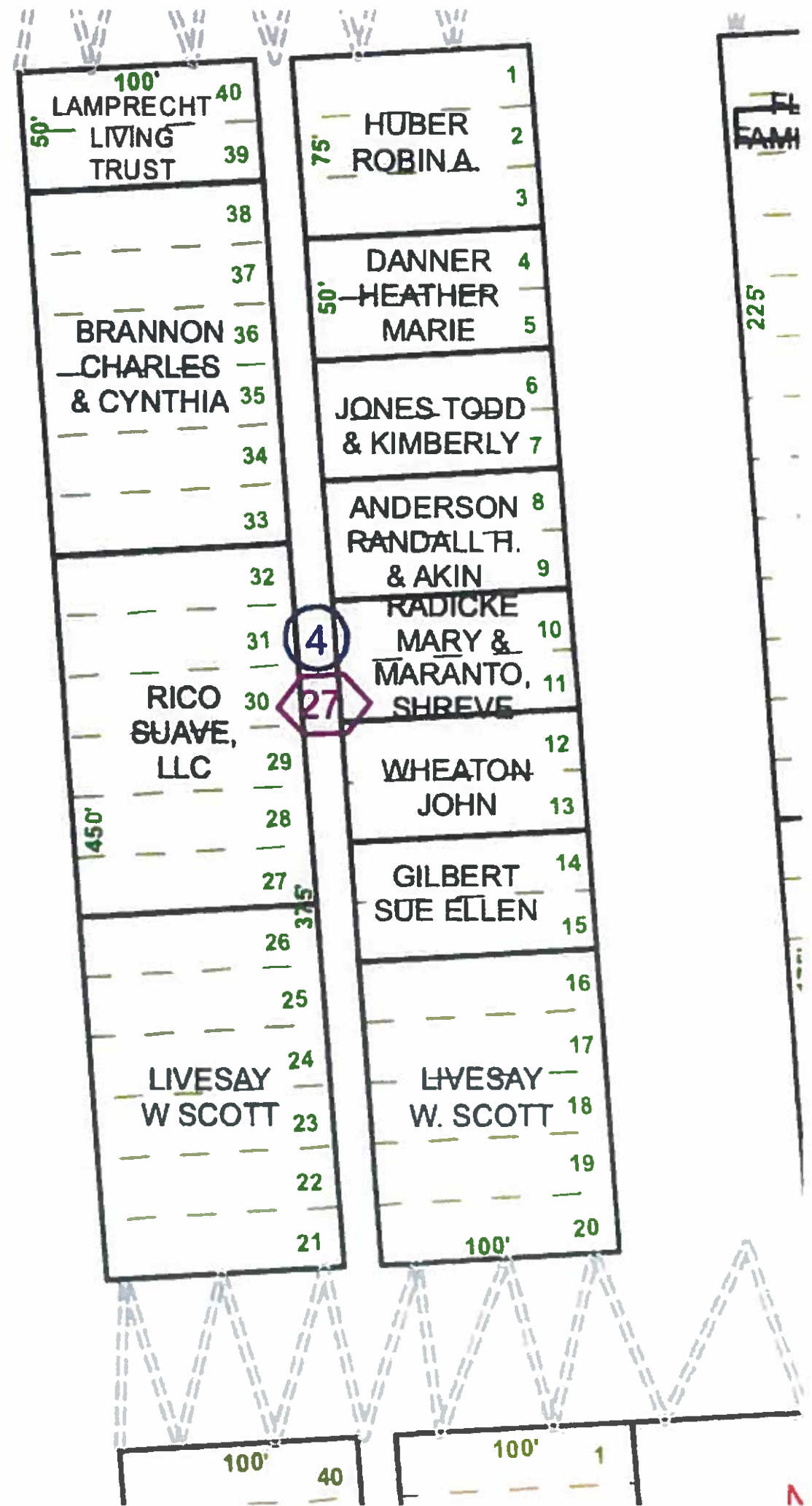
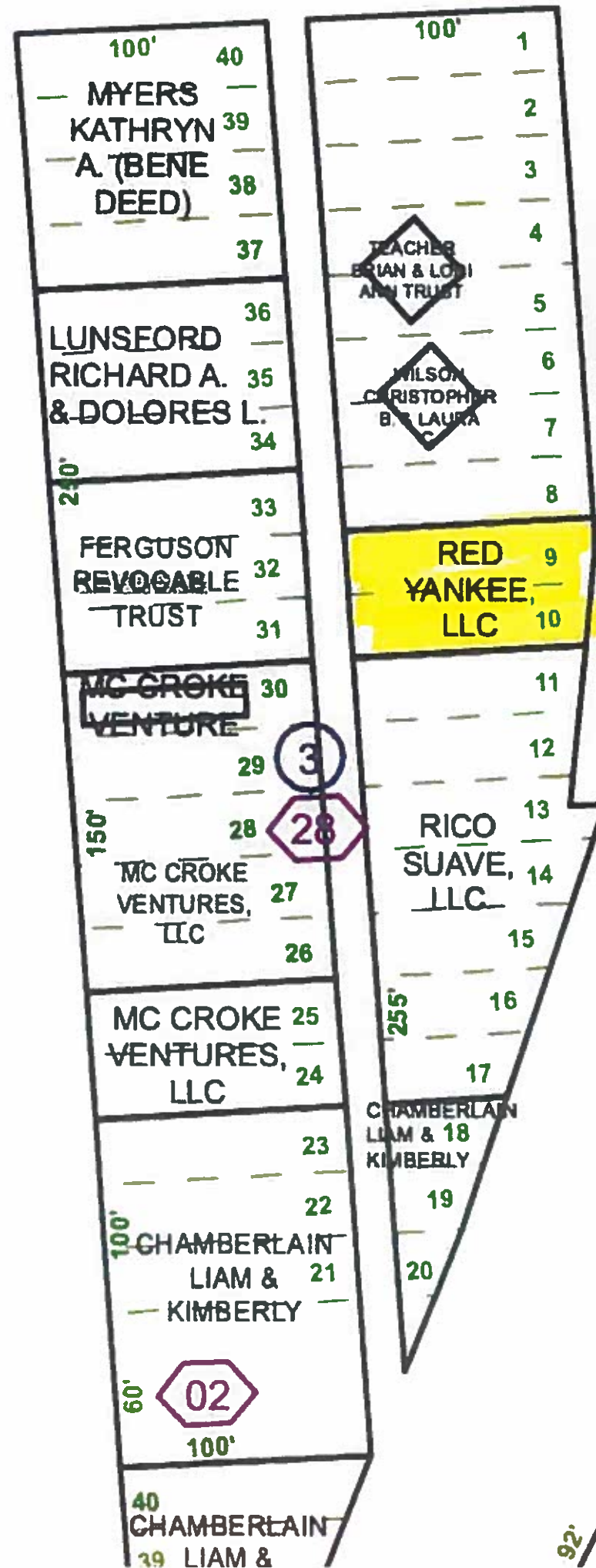
ELEVATIONS

DRAWN:
GW

CHECKED:
DW

DATE:
11-2-2020

FILE NAME:
13320.A2
PROJECT:
13320
SHEET:
A2
OF A2



SCHEDULE # 504736228020 R 001
JANIE STIASNY
DOLORES COUNTY TREASURER
PO BOX 421
DOVE CREEK, CO 81324

2019 TAX PAYMENT RECEIPT
TAX DISTRICT 102

TAX ROLL PAGE- 1374 # 6340
ACTUAL VALUE 35304
ASSESSED VALUE 10238
MILL LEVY 76.076

LEGAL
17-5047-362-28-020 217 S. GLASGOW AVE
RICO LTS 9 & 10 BLK 3 FROM: RICO SUAVE, LLC
B-235 P-499,500 B-244 P-305 B-123 P-213 B-233 P-433
B-319 P-463(WD) B-246 P-119-123 B-289 P-317
B-333 P-297(WTR)
(ENTIRE LEGAL MAY NOT BE SHOWN)

RED YANKEE, LLC
P.O. BOX 37
TELLURIDE CO 81435

TAX AMOUNT
ADJUSTMENT 778.88
ADMINISTRATIVE FEE .00
SPECIAL ASSESSMENT .00

ORIGINAL AMOUNT DUE 778.88
AMOUNT PAID TO DATE 778.88

BALANCE DUE .00
TAX PAID 778.88
P&I PAID 23.37
MISCELLANEOUS PAID .00

DATE OF PAYMENT 08/13/2020 14:35 TOTAL AMOUNT \$802.25 (CHECK)
TAX RECEIPT VALID UPON CHECKS CLEARING YOUR BANK

AFFIDAVIT OF MAILING PUBLIC NOTICE LETTER

Town of Rico

Town of Rico

P.O. Box 9

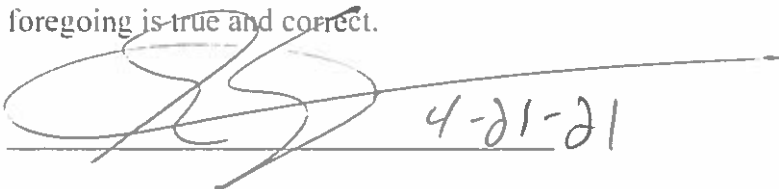
Rico, Colorado, 81332

Re: Certification and Affidavit of Mailing Public Notice Letter for (Rico Lots 9&10, Block 3), Town of Rico.

I hereby declare that I, Eric Saunders, mailed a copy of the Town approved, enclosed public letter via U.S. First Class Mail, postage prepaid thereon on April 20, 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 April 20, 2021, which was 22 days prior to the public hearing(s) to be held on May 12, 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.



4-21-21

NOTICE OF PENDING SPECIAL USE PERMIT APPLICATION

Date: April 20, 2021

RE: Public Hearing on Special Use Permit 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 special use permit application. (please include address and/or legal description of subject property as well as the nature of the proposed special use)

Name of Applicant: Eric Saunders

Type of Development Application(s): Storage Facility

Legal Description: Lot 9 & 10, Block 3

Address: 217 S Glasgow Ave Rico, Colorado

Lot or Site Size: 4,641 SF

Review Authority: Rico Planning Commission and Rico Board of Trustees

Rico Planning Commission Hearing Date: May 12, 2021

Board of Trustee's Hearing Date: May 19, 2021

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

I am seeking approval to build a storage facility on Lots 9 & 10, Block 3 (217 S. Glasgow Ave). Please find enclosed an aerial overview of the subject property with the lots highlighted in yellow. Please also find enclosed a conceptual image of the building that will house the storage units. The units will be completely enclosed in the structure and storage units will not be visible from anywhere but inside the building. The design of the structure will be of wood and steel and will blend in with the historical nature of Rico. It

HERNANDEZ
FAMILY
TRUST

HERNANDEZ
FAMILY
TRUST

YELLOWMAN
LINDA &
GENEVIEVE

SHOwers
DONNA &
GARY (17)

HALLY
PATRICK
N 8
DEBORAH

WHITE SIDE
HOLLY BAKER

INGLIS
PLT R J

King St.

MYERS
KATHRYN
A (FINE
DEED)

LUNSFORD
RICHARD A
& DOLORES L

PERDUSON
REVOCABLE
TRUST

RECO
YANKEE
LLC

MC CROKE
VENTURES
LLC

MC CROKE
VENTURES
LLC

CHAMBERLAIN
JAM &
KIMBERLY

CHAMBERLAIN
JAM &
KIMBERLY

RICO
SUAVE
LLC

LAMBERT
LIVING
TRUST

BRANNON
CHARLES
& CYNTHIA

RICO
SUAVE
LLC

LIVESAY
W SCOTT

HUBER
ROBITA

DANIEL
HEATHER
MARIE

KINE S TODD
& KIMBERLY

ANDERSON
RANDALL H
& ARIN

PAULICK
MARY &
MARANTO

WHEATON
JOHN

GILBERT
SUE ELLEN

LIVESAY
W SCOTT

FLATE
FAMILY
LLP

BROWN DAWN
M & L
LLC

TURPIN
BARBARA J

JOHNSON
DAVID

NANCE
KAREN H

UNRUH
RICHARD

HAGGAR
ROBERT

UNRU
RICHARD

RIC
LEGA
LLC

RICO
TOWN OF

Hwy 145

111

LIVESAY
W SCOTT

NEW YEAR M S 1538
RICO
DEVELOPMENT
LLC

SILVER
CREEK
LAND

SILVER
CREEK
LAND

RICO
TOWN OF

HERNANDEZ
FAMILY
TRUST

HERNANDEZ
FAMILY
TRUST

YELLOWMAN
LINDA &
GENEVIEVE

TERRANCE L &
CHARLENE A

BAILEY
PATRICK
N &
DEBORAH L

WHITESIDE
HOLLY BAKER

INGLIS
PETER J

King St.

MYERS
KATHRYN
A (BENE
DEED)

LUNSFORD
RICHARD A.
& DOLORES

FERGUSON
REVOCABLE
TRUST

MC CROKE
VENTURES

MC CROKE
VENTURES
LLC

MC CROKE
VENTURES,
LLC

CHAMBERLAIN
LIAM &
KIMBERLY

CHAMBERLAIN
LIAM &
KIMBERLY

CHAMBERLAIN
LIAM &
KIMBERLY

CHAMBERLAIN
LIAM &
KIMBERLY

CHAMBERLAIN
LIAM &
KIMBERLY

YELLOWMAN
LINDA &
GENEVIEVE

YELLOWMAN
LINDA &
GENEVIEVE

RED
YANKEE,
LLC

RICO
SUAVE,
LLC

RICO
SUAVE,
LLC

RICO
SUAVE,
LLC

RICO
SUAVE,
LLC

RICO
SUAVE,
LLC

RICO
SUAVE,
LLC

RICO
SUAVE,
LLC

RICO
SUAVE,
LLC

LAMPRECHT
LIVING
TRUST

BRANNON
CHARLES
& CYNTHIA

RICO
SUAVE,
LLC

RICO
SUAVE,
LLC

LIVESAY
W SCOTT

LIVESAY
W SCOTT

LIVESAY
W SCOTT

LIVESAY
W SCOTT

LIVESAY
W SCOTT

LIVESAY
W SCOTT

LIVESAY
W SCOTT

HUBER
ROBINA.

DANNER
HEATHER
MARIE

JONES TODD
& KIMBERLY

ANDERSON
RANDALL H
& AKIN

KADICKE
MARY &
MARANTO

WHEATON
JOHN

GILBERT
SUE ELLEN

LIVESAY
W SCOTT

LIVESAY
W SCOTT

LIVESAY
W SCOTT

LIVESAY
W SCOTT

FLATT
FAMILY LLC

FLATT
FAMILY
LLP

FLATT
FAMILY
LLP

FLATT
FAMILY
LLP

BROWN DAWN
MICHELLE &
GREGORY S

BROWN DAWN
MICHELLE &
GREGORY S

BROWN DAWN
MICHELLE &
GREGORY S

BROWN DAWN
MICHELLE &
GREGORY S

BROWN DAWN
MICHELLE &
GREGORY S

BROWN DAWN
MICHELLE &
GREGORY S

BROWN DAWN
MICHELLE &
GREGORY S

EDGEWORTH
CHRISTOPHER

TURRIN
BARBARA J

JOHNSON
DAVID

NANCE
KAREN H

UNRUH
RICHARD

HAGGAR
ROBERT

UNRU
RICHAS

RIC
LEGA
LLC

RIC
LEGA
LLC

RIC
LEGA
LLC

RIC
LEGA
LLC

NEW YEAR M S 1538
RICO
DEVELOPMENT
LLC

Hwy 145

SILVER
CREEK

SILVER
CREEK
LAND

Camels Garden LLC
Po Box 1365
Telluride, CO 81435
Lots 7 & 8 Lots 1-6

Rico Suave
C/O Condley & Co LLP
Po Box 2338
Abilene, TX 79604
Lots 11-17. Lots 33-38 Lots 27-32

Larry and Susan Steele
Po Box 187
Rico, CO 81332
Lots 18-20 and Lots 21-23

Ferguson Revocable Trust
33407 N 53rd Place
Cave Creek, AZ 85331
Lots 31-33

Chris and Tracy Condon
Po Box 129
Rico, CO 81332
Lot 30

Sean Stogner
Po Box 193
Rico, CO 81332
Lot 29

Eli and Morgan Hoge
Po Box 175
Rico, CO 81332
Lot 28

McCroke Ventures
PO Box 8
Rico, Co 81332
Lots 24-27

Lamprecht Living Trust
14007 Waterview Dr
Willis, TX 77318
Lot 39 & 40

Scott Livesay
405 Londonderry
Suite 203
Waco, TX 76712
Lots 21-26

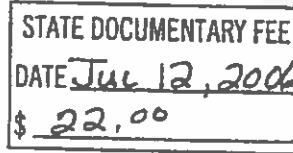
WARRANTY DEED

THIS DEED, made this 7th day of July, 2006, between

RICO SUAVE, LLC

of County of SAN MIGUEL, State of COLORADO, grantor, and

RED YANKEE LLC



whose legal address is 119 LOST CREEK LANE SUITE 1B, TELLURIDE, CO 81435, grantee:

WITNESSETH, That the grantor for and in consideration of the sum of Two Hundred Twenty Thousand and 00/100 (\$220,000.00), 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 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 EXHIBIT A ATTACHED HERETO

as known by street and number as: TBD, 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 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 enrolling 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

General taxes for the current year and subsequent years and subject to easements, restrictions, reservations, covenants and rights of way of record, if any.

SEE ATTACHED EXHIBIT EXC-06-05027

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 SUAVE, LLC

Mark King, Manager
By: MARK KING, MANAGER

John Matthews, Manager
JOHN MATTHEWS, MANAGER

STATE OF COLORADO

COUNTY OF SAN MIGUEL

The foregoing instrument was acknowledged before me this 7th day of July, 2006 by MARK KING AS MANAGER OF RICO SUAVE, LLC AND BY JOHN MATTHEWS AS MANAGER OF RICO SUAVE, LLC.

My Commission expires: 1-26-09

April Tyler
Notary Public

[SEAL]



My Commission Expires 01/26/2009

EXHIBIT A
LEGAL DESCRIPTION

Lots 9 and 10, Block 3, Town of Rico, according to the plat thereof filed in the office of the Clerk and Recorder, County of Dolores, State of Colorado; LESS AND EXCEPT that portion conveyed to the Department of Highways, State of Colorado, by that Deed recorded November 21, 1966 in Book 110 at page 270;

County of Dolores, State of Colorado.

EXHIBIT EXC-06-05027

1. Notes, easements, restrictions, reservations, densities, designated uses, setbacks, rights of way of a public, or private nature, and all other matters as disclosed on plat recorded in Plat Book 2 at Page 90 and in Plat Book 2 at Page 111.
2. Any loss or damage occasioned by the fact that a portion of subject property lies within the boundaries of patented mining claims.
3. Any water rights or claims or title to water, in, on or under the land.
4. Unpatented mining claims; reservation or exceptions in patents or in Acts authorizing the issuance thereof.
5. 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.
6. Any tax, assessment, fees or charges by reason of the inclusion of the subject property in the local street improvement district, the local water conservancy district or the local sanitation district.
7. All mines, minerals, lodes, deposits and Veins as conveyed to Julius Thompson by the Town of Rico in Deed recorded November 15, 1892 in Book 28 at Page 140, and any and all assignments thereof or interests therein.
8. All mines, minerals, metals, lodes, deposits, veins and all mineral bearing ores, rocks, all mining rights as reserved by Rico Argentine mining Company and all rights, either expressed or implied, other than the surface estate, as reflected in Decree recorded July 16, 1954 in Book 75 at page 169.
9. Any tax, assessment, fees or charges by reason of the inclusion of the subject property in the Dolores Water Conservancy District pursuant to that document recorded October 25, 2004 in Book 333 at page 297.
10. Ordinance #1-05 recorded July 20, 2005 at Reception No. 148987; subject to the terms, conditions, provisions and obligations contained therein.
11. Boundary Discrepancy between the Highway 145 as Deeded to the Department of Highways, State of Colorado, by that Deed recorded November 21, 1966 in Book 110 at page 270 and the Right-of-Way Line per Found CDOT Project Map FHP 1-2(4), as shown on Improvement Survey Plat by J. David Foley, P.L.S. 24954, Foley Associates, Inc., Project #98019.
12. All existing fences, fence lines, discrepancies between fence lines and property lines, trails, roads, highways, ditches, utilities, reservoirs, canals, pipelines, power, telephone, or water lines, railroads and rights of way and easements therefore.
13. Any leases and/or tenancies.

EXHIBIT

A

INDEMNIFICATION AGREEMENT FOR BLOCK 3, LOT 24 AND BLOCK 3, LOT 25, TOWN OF RICO

This **INDEMNIFICATION AGREEMENT** (this Agreement), is made effective the _____ day of _____, 2018, by and between: The Town of Rico, a Colorado home rule municipality (the Town); and McCroke Ventures, LLC (Indemnitors) who are owners of the properties known as Block 3, Lots 24 and 25. The Town and Indemnitor may be referred to individually as a Party or collectively as the Parties.

Recitals

WHEREAS, Indemnitors submitted to the Town an application for permit for an environmental development permit for avalanche hazard for Block 3, Lots 24 – 25 (the Property), which lie in an avalanche hazard.

WHEREAS, the Town conditionally approved a waiver from any permit or mitigation requirements for Block 3, Lot 24 and 25 from Rico Land Use code, Section 804.

WHEREAS, one of the conditions of approval requires that Indemnitors enter into a Agreement with the Town to indemnify, defend and hold harmless the Town, its agents, officers and employees from and against any and all liability, expenses including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, or property damage arising from or connected with avalanche activity on the Property.

IN CONSIDERATION of good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows.

1. **Indemnification.** For good and valuable consideration, the receipt and sufficiency of which are acknowledged, Indemnitors agree to indemnify and hold harmless the Town, its successors, grantees or assigns, against all suits, actions, claims, losses, demands, liability of every kind, including all expenses of litigation, court costs and attorney fees, for injury to or death of any person or for damage to any property or damages that arise from or in direct connection with any activity related to avalanche hazards and mitigation measures relative to the Property.
2. **Severability.** If any part or parts of this Agreement shall be held unenforceable for any reason, the remainder of this Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make

the provision valid, then such provision shall be deemed to be construed as so limited.

3. **Binding Effect.** The covenants and conditions contained in this Agreement shall apply to and bind the Parties and the heirs, legal representatives, grantees, successors and permitted assigns of the Parties.
4. **Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and supersedes any prior understanding or representation of any kind preceding the date of this Agreement relating to the subject matter of this Agreement between the Parties. There are no other promises, conditions, understandings or other agreements, whether oral or written, relating to the subject matter of this Agreement. This Agreement may be modified at any time in the sole discretion of the Town and Indemnitor agrees to promptly execute such modified written agreement.
5. **Governing Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of Colorado. Venue for any proceeding arising from or related to this Agreement shall be in Dolores County, Colorado.
6. **Notice.** Any notice required or otherwise given pursuant to this Agreement shall be in writing and sent by certified mail, return receipt requested, postage prepaid, or delivered by overnight delivery service, addressed as follows:

If to Indemnitor:

McCroke Ventures, LLC
P.O. Box 8
Rico, Colorado 81332

If to the Town:

Town Manager
Town of Rico
P.O. Box 9
Commercial St
Rico, Colorado 81332

7. **No Waiver.** The failure of either Party to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that Party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.
8. **Capacity.** The person signing this agreement below represents and warrants that he or she has legal capacity to contract and, if that person is manifesting assent on behalf of a proprietorship or a business, partnership or other organization, represents and warrants that he or she has actual authority to bind the organization.

9. **Recording.** This agreement shall be recorded on the Deeds for the Lots comprising the Property.

The Parties have executed this Agreement effective the day and year first written above.

Town of Rico

Indemnitors

Zachary McManus, Mayor

McCrokeVentures, LLC
