

STATE OF COLORADO )  
 ) ss.  
COUNTY OF GARFIELD )

At a regular meeting of the Board of County Commissioners for Garfield County,  
Colorado, held at \_\_\_\_\_ June 7, 2010 there were present:

Tresi Houpt, Commissioner  
Mike Samson, Commissioner  
John Martin, Commissioner Chairman  
Ed Green, County Administrator  
Deborah Quinn, Assistant County Attorney  
Jean Alberico, Clerk to the Board

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

RESOLUTION NO. 2010 - 37

A RESOLUTION CONCERNED WITH VACATING A PORTION OF PUBLIC ROAD  
RIGHT-OF-WAY AND ACCEPTANCE OF AN EASEMENT DEED AS PUBLIC ROAD  
RIGHT-OF-WAY OTHERWISE KNOWN AS A PORTION OF COUNTY ROAD 121 FROM  
JAMES D PETERSON AND HENSLEY R. PETERSON

Recitals

A. Garfield County is a legal and political subdivision of the State of Colorado for which  
the Board of County Commissioners is authorized to act.

B. James D. Peterson and Hensley R. Peterson (the "Applicants") have applied to the  
Board of County Commissioners to vacate a portion of a deeded public road right-of-way, as  
such lies within the property of the Applicants as set forth below. The right-of-way was deeded  
to the county in 1904 from Amos Ralston, as recorded in Book 64, Page 73 of the records of  
Garfield County, Colorado (the "Ralston right-of way").

C. That portion of the Ralston road right-of-way as set forth below is no longer needed  
as a public road right-of-way since, among other things, County Road 121 was not constructed  
entirely within the Ralston right-of-way and the Applicants have tendered to the County two  
deeds for alternative rights-of-way, including the land where County Road 121 has been built, in  
place, and used for decades through Applicants' property.

D. The Board of County Commissioners is entitled to vacate a public road right-of-way  
by resolution pursuant to the provisions of Section 43-2-303(1)(b), C.R.S. and Section 4-110 of  
the Garfield County Unified Land Use Resolution of 2008, as amended ("ULUR").

E. The Planning Commission considered this request at a public meeting held on February 24, 2010, at which time the Commission recommended approval with conditions to the Board of County Commissioners.

F. The Board of County Commissioners opened a public hearing on the 12th day of April, 2010 for consideration of whether the proposed road vacation should be granted or denied, during which hearing the public and interested persons were given the opportunity to express their opinions regarding the request.

G. The Board of County Commissioners closed the public hearing on the 7<sup>th</sup> day of June, 2010 to make a final decision.

H. The purpose of the hearing is to determine whether to vacate that portion of the Ralston right-of-way which is no longer required for road purposes because the actual county road 121 has been constructed and in use in a different location on the Applicants' property and the Applicants have tendered deeds for the county road as it currently exists through their property as a replacement for the deeded right of way.

I. The Board of County Commissioners is also entitled to accept rights-of-way properly dedicated to the public, for use by the public, and on behalf of the public, pursuant to the provisions of Section 43-2-201(1)(a), C.R.S., as amended.

J. The Board of County Commissioners wishes to accept dedication of two replacement public road rights-of-way from the Applicants as set forth below.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Garfield County, as follows:

1. That the foregoing Recitals are incorporated by this reference.
2. That portion of the deeded road right-of-way no longer needed for road purposes described as follows and as depicted in Exhibit "A" attached hereto, should be and hereby is vacated:

A strip of land bounded and described in a warranty deed dated October 3, 1904 from Amos Ralston to the Board of County Commissioners of Garfield County, recorded as Document No. 30260 in Book 64 at Page 73, on January 5, 1905, as follows: Beginning at a point on the line to Lots 1 and 3, Section 32, T. 6 S., R. 87 W., 6th P.M., whence the SW corner of Sec. 32 in said Township bears S. 55°33' W. 2626 feet, thence N. 39°18' E. 178 ft. to a point, thence N. 31°00' E. 621.4 ft. to a point, thence S. 82°14' E. 401.7 ft. to a point, thence N. 18°52' E. 189 ft. to a point, thence N. 19°30' W. 390 ft. to a point, thence N. 46°14' E. 460 ft. to a point, thence N. 81°52' E. 210 ft. to a point, thence N. 31°12' W. 252 ft. to a point, thence N. 14°44' W. 62 ft. more or less to the point of intersection with the northerly boundary line of the 78 acre parcel owned by James D. Peterson and Hensley R. Peterson. Being a strip of land 60 feet in width.

3. That pursuant to the foregoing vacation, title to such property shall vest in the adjoining property owner(s), James D. Peterson and Hensley R. Peterson.

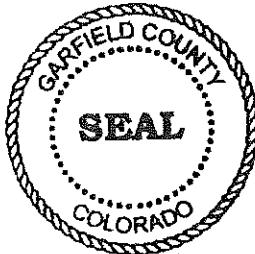
4. The foregoing vacation does not leave any property adjoining said public road right-of-way without an established public road connecting said land with another established public road.

5. This vacation does not leave any public land without access to a public road.

6. That this vacation is in the best interest and for the health, safety and welfare of the general public.

7. The Board of County Commissioners hereby accepts as the new public road right-of-way for County Road 121 the properties deeded by James D. Peterson and Hensley R. Peterson through the Easement Deeds attached hereto as Exhibits "B" and "C". The acceptance by this Resolution is limited to the descriptions contained therein. The chair is authorized to sign the originals of these deeds, and they shall be separately recorded at the same time as, and immediately following, the recording of this Resolution.

DATED this 7<sup>th</sup> day of June, 2010.



ATTEST:

Jean M. Alberico  
Clerk to the Board

BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO

By: [Signature]  
Chairman

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

\_\_\_\_\_, Aye  
\_\_\_\_\_, Aye  
\_\_\_\_\_, Aye  
Commissioners

# "EXHIBIT A"

Conferring of easement and proposed road shown on Survey for highway dated November 28, 2004 extending northerly from Locust Gate No. 1. This road provides access through various recorded easements and/or prescriptive rights, to lands owned by Cowley Creek Valley Ranch LLP, Jim and Sharon Madsen, LLP, Consolidated Reservoir, Inc. for reservoir maintenance and Crystal River Ranch Co. LLP.

Reception #: 787039  
Jean Albarico  
06/09/2006 09:38:24 AM  
Doc Fee: \$0.00 Doc Fee: \$0.00 GARFIELD COUNTY CO  
4 of 16 Rec Fee: \$0.00

445, Page 131

Surveyed northerly property line of Peterson .78 acre parcel.

Point of beginning of the center-line of a 60' R-O-W to be granted to Garfield County as part of the vacation of a portion of the road on the Peterson .78 acre parcel as described in the 1904 Ralston R-O-W deed to Garfield County. This center-line is described in a roadway survey dated 27 November, 2004 by Samuel Phelps, Garfield County Surveyor.

60' CONNECTION R-O-W

Connector ROW

SWNE

N 90°00'00" E  
573.17'

RALSTON CABIN

PETERSON RANCH

POINT OF BEGINNING  
LAT 38°29'29.31005"  
LONG. 107°07'52.40025"  
N-1608032.66' E-2539557.19  
COLORADO STATE PLANE COORDINATES  
CENTRAL ZONE NAD 83

Exception  
Book 64, Page 73  
1904 Ralston R-O-W

Lot 1

1904 Ralston ROW

Book 445, Page 131

NWSE

Replacement ROW

Surveyed center-line of the existing Garfield County Road 121 extending northerly from the point where it crosses the westerly line of the Peterson .78 acre parcel to the Peterson's northerly property line which is also the centerline of the proposed 60' wide replacement R-O-W to be granted to Garfield County upon vacation of the 1904 Ralston R-O-W.

POINT OF ENDING AT WEST LINE COM. LOT 1  
LAT 38°29'13.58814"  
LONG. 107°08'04.67744"  
N-1606452.49 E-2558672.2  
COLORADO STATE PLANE COORDINATES  
CENTRAL ZONE NAD 83.

ip 4 South, Range  
rticularity

Book 445 at Page  
s records (ing

re N1/4 Corner of  
8 feet; thence along

from  
road  
road  
road  
road  
road

Lot 4

## DESCRIPTION OF ROAD TO BE VACATED-1904 RALSTON R-O-W

A strip of land bounded and described in a warranty deed dated October 3, 1904 from Amos Ralston to the Board of County Commissioners of Garfield County, recorded as Document No. 30260 in Book 64 at Page 73, on January 5, 1905 as follows: Beginning at a point on the line to Lots 1 and 3 Section 32, Tp. 8 S., R. 87 W., 6th P.M., whence the SW corner Sec. 32, in said Township bears South 55°33' W. 2626 feet, thence N 39°18' E. 178 ft. to a point, thence N 31°00' E. 621.4

**SPECIAL WARRANTY DEED  
(Replacement Right-of-Way)**

For good consideration, **JAMES D PETERSON AND HENSLEY R. PETERSON**, Grantors, hereby bargain, deed and convey to the County Commissioners of Garfield County, State of Colorado, a 60 foot right-of-way for county road purposes, being 30 feet on either side of the centerline of the "Replacement Right-of-Way" depicted on attached **Exhibit "A"** and legally described on attached **Exhibit "B"**.

Grantors, for themselves and their heirs, hereby covenant with Grantee, its heirs, and assigns, that, subject only to the title exceptions listed on **Exhibit "C"**, Grantors are lawfully seized in fee simple of the above-described premises; that they have a good right to convey; that the premises are free from all encumbrances; that Grantor and its heirs, and all persons acquiring any interest in the property granted, through or for Grantor, will, on demand of Grantee, or its heirs or assigns, and at the expense of Grantee, its heirs or assigns, execute an instrument necessary for the further assurance of the title to the premises that may be reasonable required.

The easement herein conveyed is for the sole purpose of locating, constructing, maintaining, repairing or replacing a county road to be incorporated within the public road system for access and for the use of the public, reserving any and all minerals and the right to use the subsurface thereof, provided such does not interfere with the use of the entire surface for public roadway purposes.

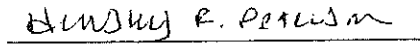
The Grantors, for the Grantors and the Grantors' heirs and assigns, do covenant and agree that the Grantors shall and will **WARRANT AND FOREVER DEFEND** the above-described premises in the quiet and peaceable possession of the Grantee against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantors, except and subject to the matters listed on Exhibit C.

IN WITNESS WHEREOF, the Grantors have executed this document this 27<sup>th</sup>  
day of May, 2010.

*[Signature Page to Follow]*

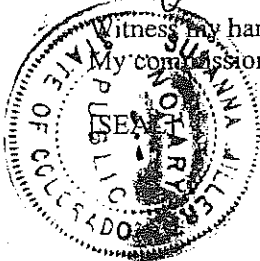
GRANTORS:

  
JAMES D PETERSON

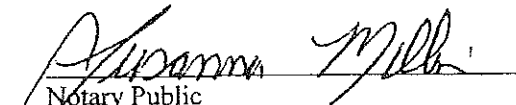
  
HENSLEY R. PETERSON

STATE OF COLORADO )  
COUNTY OF Pitkin ) ss

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of May 2010, by the above-named James D. Peterson.

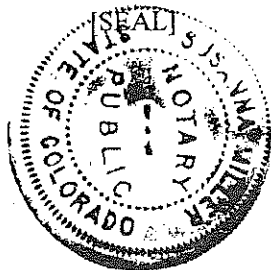


Witness my hand and official seal.  
My commission expires 5/20/12

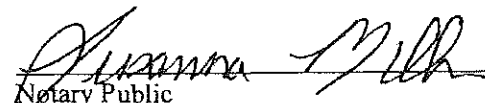
  
Notary Public

STATE OF COLORADO )  
COUNTY OF Pitkin ) ss

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of May 2010, by the above-named Hensley R. Peterson.



Witness my hand and official seal.  
My commission expires 5/20/12

  
Notary Public

### Acceptance

The Board of County Commissioners of Garfield County, Colorado hereby accepts as public road right-of-way the property described in this Special Warranty Deed. The property hereby accepted as public road right-of-way shall be known as County Road 121 by resolution of the Garfield County Commissioners adopted the 7<sup>th</sup> day of June 2010.

ATTEST:

Jean M. Alberico  
County Clerk



[Signature]  
Chairman

# "EXHIBIT A"

Conferring of easements on proposed road shown on Service Inc. survey dated November 22, 2004 extending northerly from Locked Gate No. 1. This road provides access through various recorded easements and/or prescriptive rights to lands owned by Coulter Creek Valley Ranch LLP, and other Shreve Holdings, LLP, Consolidated Resources, Inc. for reservoir maintenance and Crystal River Ranch Co. LLP.

Point of beginning of the center-line of a 60' R-O-W to be granted to Garfield County as part of the vacation of a portion of the road on the Peterson 78 acre parcel, as described in the 1904 Ralston R-O-W deed to Garfield County. This center-line is described in a roadway survey dated 27 November, 2004 by Samuel Phelps, Garfield County Surveyor.

Surveyed northerly property line of Peterson 78 acre parcel.

Exception Book 64, Page 73, 1904 Ralston R-O-W

POINT OF BEGINNING  
LAT 38°29'22.31905"  
LONG. 107°07'32.49025"  
N=1608452.48 E=2538672.19  
COLORADO STATE PLANE COORDINATES  
CENTRAL ZONE NAD 83

Book 445, Page 131

Surveyed center-line of the existing Garfield County Road 121 extending northerly from the point where it crosses the northerly line of the Peterson 78 acre parcel to the Peterson's northerly property line which is also the centerline of the proposed 6' wide easement R-O-W to be conveyed to Garfield County upon vacation of the 1904 Ralston R-O-W.

POINT OF ENDING AT WEST LINE COV. LOT 1  
LAT 38°29'13.38811"  
LONG. 107°08'04.67744"  
N=1608452.48 E=2538672.19  
COLORADO STATE PLANE COORDINATES  
CENTRAL ZONE NAD 83

## DESCRIPTION OF ROAD TO BE VACATED-1904 RALSTON R-O-W

A strip of land bounded and described in a warranty deed dated October 3, 1904 from Amos Ralston to the Board of County Commissioners of Garfield County, recorded as Document No. 30260 in Book 64 at Page 73, on January 5, 1905 as follows: Beginning at a point on the line to Lots 1 and 3 Section 32, Tp. 6 S., R. 87 W., 6th P.M., whence the SW corner, Sec. 32, in said Township bears South 55°33' W. 2626 feet, thence N.39°18' E. 178 ft. to a point, thence N.31°00' E. 621.4

Reception: 787839  
06/09/2010 09:38:24 AM Jean Alberico  
B of 16 Rec Fee: \$0.00 Doc Fee: \$0.00 GARFIELD COUNTY CO

to South, Range  
ticularly

Book 445 at Page  
s records tying

to N1/4 Corner of  
1 feet; thence along

700,  
700,  
700,  
700,  
700,  
700,

**Exhibit B**

**Legal Description of Replacement Right-of-Way**

A road right-of-way situate in Section 32, T. 6 S., R. 87 W. of the 6th P.M., Garfield County, Colorado, being 60 feet in width and lying 30 feet on each side of the following described centerline:

(Bearings as recited in this description are GPS observed Colorado State Plane grid bearings {rotate described bearings 1°01'48" counterclockwise to get true (Geodetic) bearings}, recited distances are ground distances).

Beginning at a point on the northerly property line of the 78 acre parcel owned by James D. and Hensley R. Peterson in said Section 32, said point of beginning having a Colorado State Plane (Central Zone-NAD 83) coordinate of north 1608032.66 east 2539657.19 Lat. N 39°29'29.31905 Long. W 107°07'52.48025" (WGS 84-1992), thence along the center of said road right-of-way 131.10 feet along the arc of a curve to the right, having a radius of 123.73 feet, a central angle of 60°42'36", and subtending a chord bearing S 02°00'26" W 125.05 feet; thence S 32°21'44" W 224.63 feet; thence 93.29 feet along the arc of a curve to the left, having a radius of 122.00 feet, a central angle of 43°48'52", and subtending a chord bearing S 10°27'18" W 91.03 feet; thence, S 11°27'08" E 235.29 feet; thence 190.60 feet along the arc of a curve to the right, having a radius of 354.69 feet, a central angle of 30°47'22", and subtending a chord bearing S 03°56'33" W 188.32 feet; thence, S 19°20'14" W 94.90 feet; thence 473.97 feet along the arc of a curve to the right, having a radius of 503.02 feet, a central angle of 53°59'14", and subtending a chord bearing S 46°19'51" W 456.63 feet; thence, S 73°19'28" W 48.53 feet; thence 169.41 feet along the arc of a curve to the left, having a radius of 444.25 feet, a central angle of 21°50'59", and subtending a chord bearing S 62°23'58" W 168.39 feet; thence, S 51°28'29" W 408.86 feet more or less to the west line of Government Lot 1 of said Section 32, the point of ending.

The sidelines of the above-described right-of-way to be lengthened or shortened on the westerly end to terminate on said west line of Government Lot 1 and on the northerly end to terminate on the northerly line of the Peterson 78 acre parcel.

The above description is based upon a survey of the existing road by Samuel Phelps, Garfield County Surveyor, dated November 27, 2004, for Garfield County.

Exhibit C

**Exceptions to Title**

1. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 29, 1910, IN BOOK 71 AT PAGE 410.
2. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 29, 1910, IN BOOK 71 AT PAGE 410.
3. A STRIP OF LAND DEEDED TO THE BOARD OF COUNTY COMMISSIONERS AS DESCRIBED IN DEED RECORDED JANUARY 5, 1905 IN BOOK 64 AT PAGE 73.
4. TERMS, CONDITIONS AND PROVISIONS OF ROAD VIEWERS REPORT RECORDED JULY 27, 1904 IN BOOK ROAD RECORD 1 AT PAGE 131.
5. RESERVATION OF A PERPETUAL EASEMENT OR RIGHT OF WAY FOR A ROAD AS DESCRIBED IN DEED RECORDED FEBRUARY 21, 1952 IN BOOK 263 AT PAGE 206.
6. TERMS, CONDITIONS AND PROVISIONS OF DEED RECORDED MAY 24, 1966 IN BOOK 376 AT PAGE 343.
7. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 20, 1995 IN BOOK 934 AT PAGE 735.
8. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 20, 1995 IN BOOK 934 AT PAGE 757.



Reception#: 787039  
06/09/2010 09:38:24 AM Jean Alberico  
11 of 16 Rec Fee: \$0.00 Doc Fee: 0.00 GARFIELD COUNTY CO

**SPECIAL WARRANTY DEED  
(Connector Right-of-Way)**

For good consideration, **JAMES D PETERSON AND HENSLEY R. PETERSON**, Grantors, hereby bargain, deed and convey to the County Commissioners of Garfield County, State of Colorado, a 60 foot right-of-way for county road purposes, being 30 feet on either side of the centerline of the "Connector Right-of-Way" depicted on attached **Exhibit "A"** and legally described on attached **Exhibit "B"** unless the County Commissioners vacate the remainder of a right of way described in a warranty deed dated October 3, 1904 and recorded in Book 64 on Page 73, Reception No. 30260 which lies north of the Connector Right-of-Way, in which case all right, title and interest in the Connector Right-of-Way granted to the County pursuant to this Special Warranty Deed shall automatically revert to Grantors.

Grantors, for themselves and their heirs, hereby covenant with Grantee, its heirs, and assigns, that, subject to the title exceptions listed on **Exhibit "C"** and the possibility of reverter described above: Grantors are lawfully seized in fee simple of the above-described premises; that they have a good right to convey; that the premises are free from all encumbrances; that Grantor and its heirs, and all persons acquiring any interest in the property granted, through or for Grantor, will, on demand of Grantee, or its heirs or assigns, and at the expense of Grantee, its heirs or assigns, execute an instrument necessary for the further assurance of the title to the premises that may be reasonable required.

The easement herein conveyed is for the sole purpose of locating, constructing, maintaining, repairing or replacing a county road to be incorporated within the public road system for access and for the use of the public, reserving any and all minerals and the right to use the subsurface thereof, provided such does not interfere with the use of the entire surface for public roadway purposes.

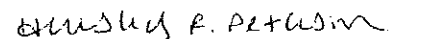
The Grantors, for the Grantors and the Grantors' heirs and assigns, do covenant and agree that the Grantors shall and will **WARRANT AND FOREVER DEFEND** the above-described premises in the quiet and peaceable possession of the Grantee against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantors, except and subject to the matters listed on Exhibit C.

IN WITNESS WHEREOF, the Grantors have executed this document this 27  
day of MAY, 2010.

*[Signature Page to Follow]*

GRANTORS:

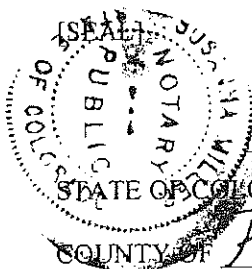
  
JAMES D PETERSON

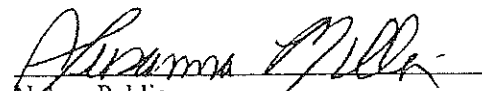
  
HENSLEY R. PETERSON

STATE OF COLORADO )  
COUNTY OF Pitkin ) ss

The foregoing instrument was acknowledged before me this 27 day of May 2010, by the above-named James D. Peterson.

Witness my hand and official seal.  
My commission expires 5/20/12.

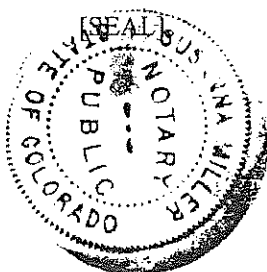


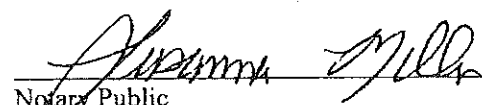
  
Notary Public

STATE OF COLORADO )  
COUNTY OF Pitkin ) ss

The foregoing instrument was acknowledged before me this 27 day of May 2010, by the above-named Hensley R. Peterson.

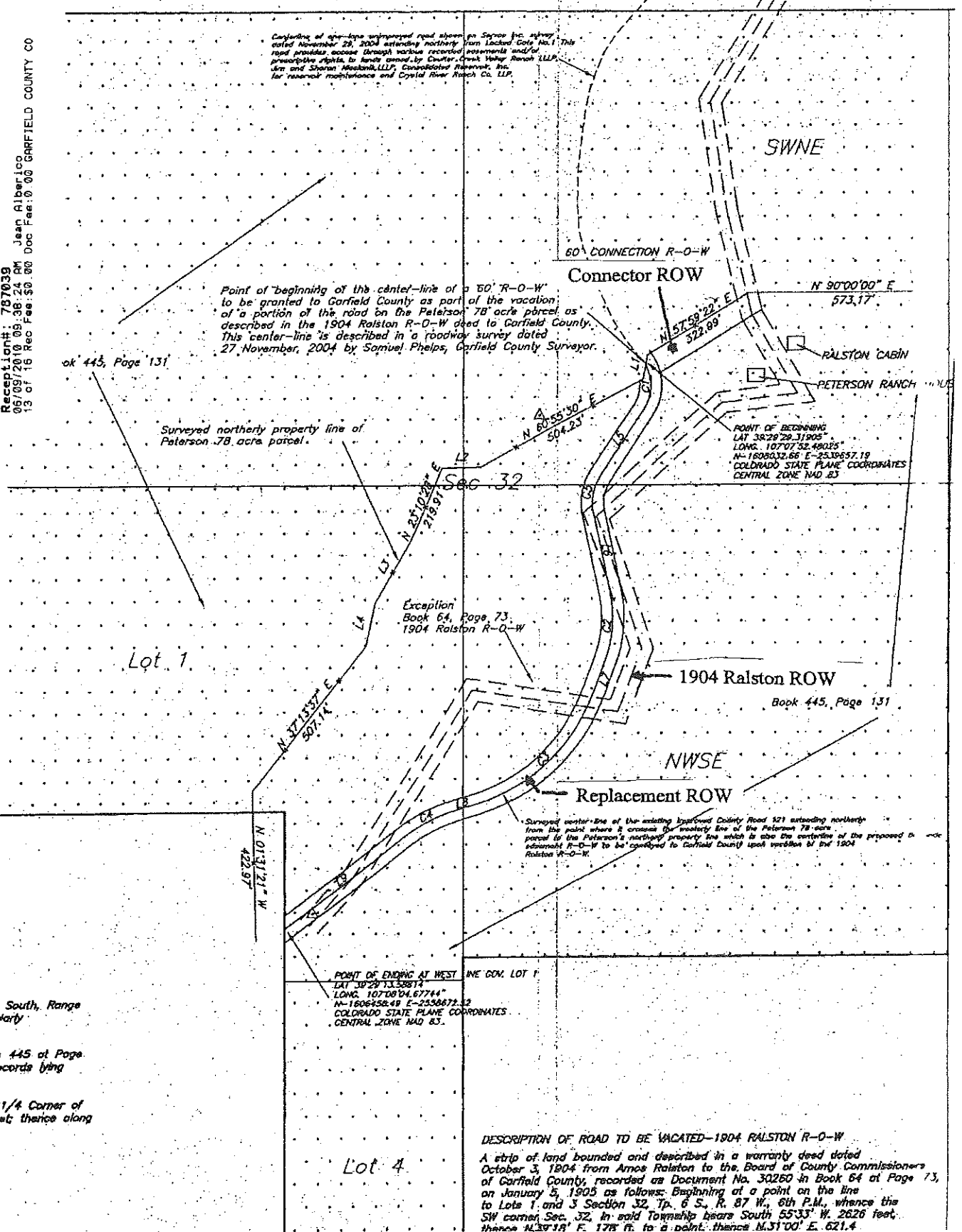
Witness my hand and official seal.  
My commission expires 5/20/12.



  
Notary Public

# "EXHIBIT A"

Reception #: 787039  
06/09/2010 09:38:24 AM Jean Alberico  
13 of 16 Rec Fee: \$0.00 Doc Fee: \$0.00 GARFIELD COUNTY CO





Reception#: 787039

06/09/2010 09:38:24 AM Jean Alberico

14 of 16 Rec Fee:\$0.00 Doc Fee:0.00 GARFIELD COUNTY CO

### Exhibit B

#### Legal Description of Connector Right-of-Way

A strip of land being 60 feet in width lying southerly of, adjacent to, and parallel with the northerly line of that 78 acre parcel of land owned by James D. Peterson and Hensley R. Peterson ("Petersons") in Section 32, T. 6 S., R. 87 W. of the 6th P.M., Garfield County, Colorado, extending from the easterly right-of-way line of that certain "Ralston" right-of-way granted to Garfield County by warranty deed dated October 3, 1904 and recorded in Book 64 on Page 73, Reception No. 30260, and extending southwesterly approximately 322.99' along the north boundary of the Peterson property to the easterly right-of-way line of the "Replacement Right-of-Way" granted by Petersons to Garfield County pursuant to that Special Warranty Deed dated May \_\_\_\_, 2010 and recorded in the Garfield County real property records contemporaneously with this Special Warranty Deed.

Exhibit C

**Exceptions to Title**

1. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 29, 1910, IN BOOK 71 AT PAGE 410.
2. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 29, 1910, IN BOOK 71 AT PAGE 410.
3. A STRIP OF LAND DEEDED TO THE BOARD OF COUNTY COMMISSIONERS AS DESCRIBED IN DEED RECORDED JANUARY 5, 1905 IN BOOK 64 AT PAGE 73.
4. TERMS, CONDITIONS AND PROVISIONS OF ROAD VIEWERS REPORT RECORDED JULY 27, 1904 IN BOOK ROAD RECORD 1 AT PAGE 131.
5. RESERVATION OF A PERPETUAL EASEMENT OR RIGHT OF WAY FOR A ROAD AS DESCRIBED IN DEED RECORDED FEBRUARY 21, 1952 IN BOOK 263 AT PAGE 206.
6. TERMS, CONDITIONS AND PROVISIONS OF DEED RECORDED MAY 24, 1966 IN BOOK 376 AT PAGE 343.
7. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 20, 1995 IN BOOK 934 AT PAGE 735.
8. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 20, 1995 IN BOOK 934 AT PAGE 757.

### Acceptance

The Board of County Commissioners of Garfield County, Colorado hereby accepts as public road right-of-way the property described in this Special Warranty Deed. The property hereby accepted as public road right-of-way shall be known as County Road 121 by resolution of the Garfield County Commissioners adopted the 7<sup>th</sup> day of June 2010.

ATTEST:

Jean M Alberico  
County Clerk



[Signature]  
Chairman

*Roche*

**AGENDA**  
**GARFIELD COUNTY BOARD OF COUNTY COMMISSIONERS**  
108 8<sup>th</sup> Street, Room 100, Glenwood Springs  
**Monday, May 17, 2010**

**8:00 a.m. PUBLIC COMMENTS FROM CITIZENS NOT ON THE AGENDA:**  
*Individuals may be limited to 5 minutes each.*

**REGULAR WORK SESSION:**

1. County Manager Update: Ed Green
  - a. GNECI – Clean, Green, Healthy Transportation Challenge School Winner – Cathy Tuttle
  - b. Staff recommendation to authorize the Chair to sign a firm, fixed price contract in the amount of \$306,636.00 with Mesa Mack Sales and Service, Inc. for the procurement of two Tandem Axle Dump Trucks with Plows and Sanders for the Road and Bridge Department – Jamaica Watts
  - c. Staff recommendation to authorize the Chair to sign a firm, fixed price contract in the amount of \$101,621.00 with Wagner Equipment Company for the procurement of one Backhoe Loader for the Road and Bridge Department – Jamaica Watts
  - d. Staff recommendation to authorize the Chair to sign a firm, fixed price contract in the amount of \$51,159.00 with Faris Machinery Company for the procurement of one Single Smooth Drum Vibratory Compactor for the Road and Bridge Department – Jamaica Watts
  - e. Discussion and approval of IGA with the City of Rifle regarding a composting facility
  - f. Staff recommendation to approve the award of a contract to ISC, Inc. in an amount not to exceed \$400,000.00 for the procurement of County wide voice over internet protocol system; and authorize the Chair to sign that contract if approved – Kent Long
  - g. Staff recommendation to approve the use of an amendment for purchased services contracts used by the County Manager, acting on behalf of the Human Services Commission, the Department of Human Services, and the Department of Public Health – Kent Long

This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. If special accommodations are necessary per ADA, please contact 945-5004 prior to the meeting.

*Prepared by: Dawn Burgess, Executive Assistant*  
*Posted on: May 12, 2010*

- h. Staff recommendation to approve a 'Hotel/Motel Bulk Services Agreement with Comcast Cable for cable TV services for the Garfield County Jail in Glenwood Springs, Colorado – Kent Long
  - i. Staff recommendation to approve and ratify a "Commercial Document Destruction Agreement" with Paper Wise for paper shredding services for the Garfield County Sheriff's Office – Kent Long
  - j. Staff recommendation to approve and ratify the terms and conditions of an "Equipment Lease Agreement" with Wells Fargo Bank for the lease of Ricoh copier/printers by various County departments and elected offices – Kent Long
  - k. Staff recommendation to approve the release of a 'Solar Services Contract', i.e., 'Power Purchase Contract' as an attachment to a Request for Proposals related to the placement of solar panels on the roof of the Fairgrounds Arena Building; or, in the alternative approve the release of that same document as a sample off a potential contract with the County for the procurement of the above-described services subject to final approval of that contract by the Board – Kent Long
  - l. AIP 18 Road Paving – Brian Condie
2. County Attorney Update: Don DeFord  
EXECUTIVE SESSION – LITIGATION UPDATE AND LEGAL ADVICE
3. Consent Agenda: *Items of a routine nature are placed on the Consent Agenda to allow the Board of County Commissioners to spend its time and energy on more important items on a lengthy agenda. Any Commissioner or any member of the public may request that an item be "REMOVED" from the Consent Agenda and considered on the Regular Agenda.*
- a. Approve Bills
  - b. Wire Transfers
  - c. Inter-Fund Transfers
  - d. Changes to Prior Warrant List
  - e. Authorize the Chair to sign a Resolution approving a text amendment to allow fences of up to eight (8) feet in height in the front yard setback for properties located within the Commercial General Zone District. Applicant is Rocky Mountain Hotshots and Transportation, Inc. – Kathy Eastley

This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. If special accommodations are necessary per ADA, please contact 945-5004 prior to the meeting.

- f. Authorize the Chair to sign a Resolution of approval and a Land Use Change Permit for Material Handling to allow for conversion of PR 26-34B production well to an injection well for produced water. This well is located on well pad 26-O at CR 300 and CR 304 on a 160-acre parcel owned by Donald Throm. Operator of the proposal is Noble Energy, Inc – Kathy Eastley
- g. Authorize the Chair to sign the Land Use Change Permit for an amendment to a Special Use Permit for Extraction and Processing for Cal X Minerals, LLC. This site is located north of the City of Glenwood Springs in the SE ¼ of Section 36, Township 5S, Range 89W – Kathy Eastley
- h. Authorize the Chair to sign the Resolution concerned with the approval of a Land Use Change Permit for Noble Energy Inc., LIPA 6242, Materials Handling – Tom Veljic
- i. Liquor License Renewal for Kum & Go LLC dba Kum & Go 929 located at 59 tamarisk Trail on Battlement Mesa – Jean Alberico

**10:00 a.m. COMMISSIONER BREAK**

**10:15 a.m. REGULAR AGENDA:**

- 1. Human Services Commission:
  - a. Behavioral Health – Jackie Skramstad, Cyndi Fleming, Susan Ackerman, Pat Horwitz
- 2. Board of Human Services:
  - a. Approval of EBT/EFT Disbursements for April 2010
  - b. Presentation on the State Community Prevention Partners Grant – Shelley Evans
  - c. Proclamation Request for May as Foster Care Month in Garfield County
  - d. Program Updates
- 3. Board of Health:
  - a. CDPHE Tuberculosis, Task Order Contract Amendment
  - b. Vaccine Reminder Program Service Agreement
  - c. CDPHE Tobacco Contract Amendment
  - d. TBI MOU with CDPHE
  - e. Diesel Retrofit Program Update – Jim Rada
- 4. Public Meetings:

This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. If special accommodations are necessary per ADA, please contact 945-5004 prior to the meeting.

*Prepared by: Dawn Burgess, Executive Assistant  
Posted on: May 12, 2010*

- a. Consideration of a Resolution in Support of the Roaring Fork Watershed Plan – Mark Fuller
- b. Senior Benefit Resolution – County Attorney's Office
- 5. Public Hearings:
  - a. Development Plan Hearing: Solar Array at Garfield County Airport – Brian Condie, Lauren Martindale
  - b. 4th supplement to the 2010 Adopted Budget – Theresa Wagenman

**Noon            LUNCH**

**1:00 p.m.       COMMENTS FROM CITIZENS NOT ON THE AGENDA:**  
*Individuals may be limited to 5 minutes each.*

**1:15 p.m.       REGULAR AGENDA: BUILDING & PLANNING ISSUES**

- 1. County Attorney Update – Land Use Issues: Don DeFord
- 2. Public Meetings:
  - a. Request for additional funding for the Comprehensive Plan Update – Planning Commission Chair Phil Vaughn and Tamra Allen
  - b. Consider a request to extend Preliminary Plan approval for Valley View Commons. Preliminary Plan approval expires on May 19, 2010. The Owner, Darter LLC, requests a six month time extension to complete Technical Review and file the final plat, until November 19, 2010 – Tom Veljic
  - c. To authorize the Chair to sign the State Highway Access permit Application to CDOT for improvements to the intersection of State Highway 6 & 24 and County Road 300 – Fred Jarman
  - d. Authorize the Chair to sign the Land Use Change Permit upon completion of conditions for Noble Energy Inc., LIPA 6242, Materials Handling – Tom Veljic
- 3. Public Hearings:
  - a. Consider a request to vacate and relocate a portion of CR 121 (Coulter Creek Road) right-of-way. Applicants are James and Hensley Peterson. This application was continued from April 12, 2010 and May 3, 2010 – Kathy Eastley

→ (6/7/10)

**2:30 p.m.       COMMISSIONER BREAK**

This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. If special accommodations are necessary per ADA, please contact 945-5004 prior to the meeting.

*Prepared by: Dawn Burgess, Executive Assistant  
 Posted on: May 12, 2010*

- 2:45 p.m. REGULAR AGENDA** *(continued)*  
**3:00 p.m. Commissioner Issues:**
- a. Commissioner Reports
  - b. Commissioner Calendars
  - c. Approval of Minutes
  - d. Commissioner Agenda Items
    1. Staff recommendation to approve changes to Rule 5.7 ('Bid Preference – Garfield County Bidder Preference') of the Garfield County Procurement Code – Kent Long

**3:45 p.m. ADJOURNMENT**

**PUBLIC MEETING  
WEDNESDAY, MAY 19, 2010  
COLORADO ROCKY MOUNTAIN SCHOOL  
1493 County Road 106  
The Charlotte Jossman Building, Room 9  
Carbondale, CO  
1:30 P.M.**

- **Discussion with the County Commissioners, Colorado Rocky Mountain School (CRMS) representatives and neighbors about the use of County Road 106 as it runs through property owned by CRMS.**

**SPECIAL WORK SESSION  
TUESDAY, JUNE 8, 2010  
108 8<sup>th</sup> Street, Room 100, Glenwood Springs**

- 8:00 a.m. Discussion on Notice Distance for “Adjacent Property Owners”**  
**9:00 a.m. Drafting Rules for the operation of the Travelers Highlands Public Improvements District (PID) – including cost reimbursement**  
**10:00 a.m. Sign code revisions**

Next Meeting: Monday, June 7, 2010  
108 8<sup>th</sup> Street, Room 100  
Glenwood Springs, CO

This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. If special accommodations are necessary per ADA, please contact 945-5004 prior to the meeting.

*Prepared by: Dawn Burgess, Executive Assistant  
Posted on: May 12, 2010*

April 14, 2010 Board of County Commissioner Exhibits  
Peterson – CR 121 ROW Vacation

[illegible]

April 12, 2010 Board of County Commissioner Exhibits – REVISED June 7, 2010  
Peterson – CR 121 ROW Vacation

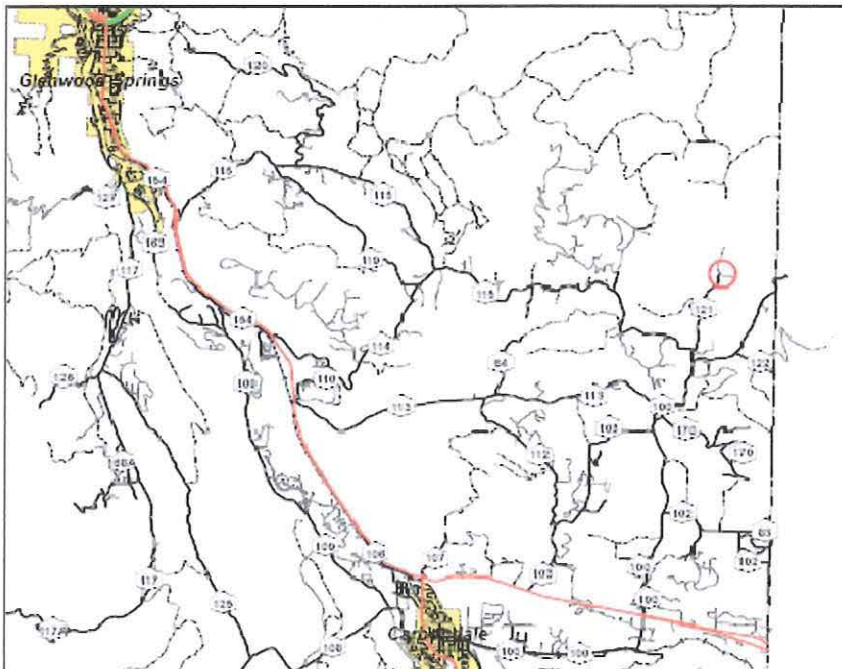
[illegible]

TH moved & auth channon to sign  
\* 3-0

## PROJECT INFORMATION AND STAFF COMMENTS

<u>REQUEST</u>	Request to vacate and relocate a portion of CR 121 (Coulter Creek Road)
<u>PROPERTY OWNER</u>	James & Hensley Peterson – AVLT Conservation Easement
<u>LOCATION</u>	Southeast of Glenwood Springs, North of Highway 82 in Section 32, T6S, R87W
<u>ACCESS</u>	County Road 121
<u>EXISTING ZONING</u>	Rural
<u>RECOMMENDATION</u>	Approval with conditions

### I. GENERAL PROJECT DESCRIPTION



In 1904 Amos Ralston provided a right-of-way (ROW) deed to Garfield County describing a sixty foot (60') wide strip of land to be used for road purposes related to Coulter Creek Road. A roadway was constructed, and Garfield County has since maintained a portion of that road known as Coulter Creek Road. A recent survey provided by the Applicant indicates that the physical roadway was not wholly constructed within the deeded ROW. The

location of the existing roadway in fact deviates considerably from the deeded ROW.

*Surveyor Confirmation*

James and Hensley Peterson own a 78-acre parcel of land in the vicinity of the terminus of CR 121 as shown on the map above. The property contains a single family home, the Ralston homestead cabin, and a barn/garage. The existing physical road travels from the southeastern boundary of the property to the northern boundary along the western property line.



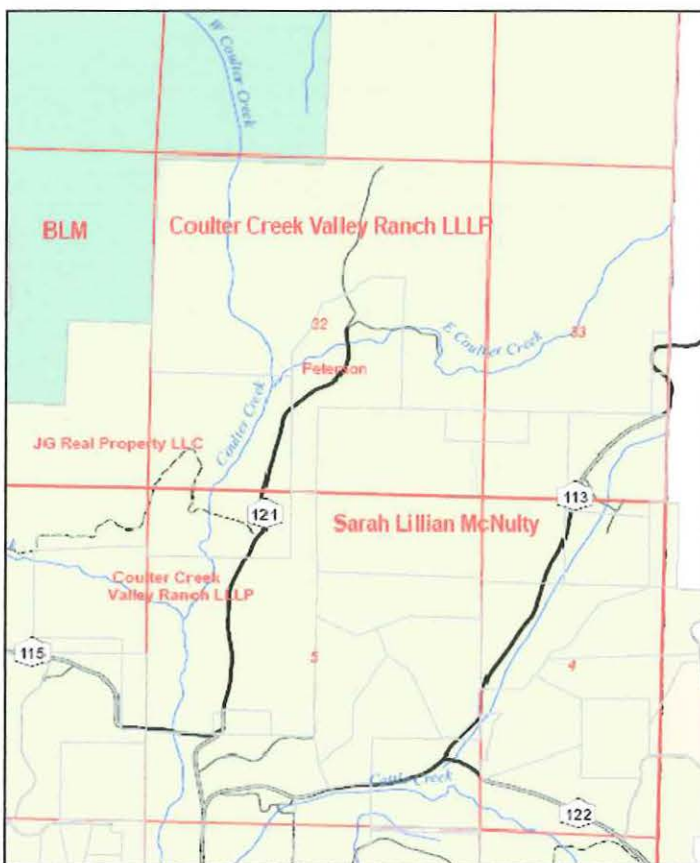
*FORM WARRANTY DEEDS  
RESOLUTION*

*TITLE EXCEPTIONS*

However, the legally described right-of-way is located in the approximate center of the Peterson improvements. The Applicant requests that a portion of the existing legally described right-of-way be relocated so as not to adversely impact the constructed improvements.



## II. SITE DESCRIPTION AND ADJACENT USES



The Peterson property is located due north of Highway 82 at the eastern edge of Garfield County. This area is zoned Rural and is agricultural in nature. The surrounding properties consist of ranch operation with significant acreages, several of which, including the Peterson Property, are subject to conservation easements managed by the Aspen Valley Land Trust (AVLT).

The adjacent County Zoning Map indicates that Rural zoning is predominant in the area, with the exception of BLM Public Lands to the west (BLM).

### **III. REFERRAL AGENCIES**

Pursuant to Board of County Commissioner requirements referral comments have been requested from the following agencies. Comments received are integrated throughout this memorandum as applicable.

- a. County Manager – No Comment Received
- b. County Road and Bridge Department – EXHIBIT H
- c. County Sheriff - No Comment Received
- d. County Surveyor - No Comment Received
- e. County Engineer – No comment Received
- f. Colorado Division of Wildlife – EXHIBIT I
- g. Excel Energy – EXHIBIT J
- h. Bureau of Land Management - No Comment Received
- i. Carbondale and Rural Fire Protection District – EXHIBIT M
- j. Consolidated Reservoir – No Comment Received
- k. Aspen Valley Land Trust - EXHIBIT K

### **IV. REVIEW CRITERIA & STANDARDS**

**§4-110 A. Authority & Purpose.** The provisions of §43-2-301, et. Seq., C.R.S., as amended shall control all vacation proceedings considering a petition to vacate or abandon the entire width of any public or county road or right-of-way shall follow these provisions in addition to all other requirements of state law. For all other applications to vacate or abandon a public road right-of-way, submittal to the Planning Commission may not be required, pursuant to the direction of the Board of County Commissioners.

- 1) **Board of County Commissioner Review.** The BOCC shall conduct its review pursuant to the provision of §43-2-301, et seq., C.R.S., as amended, and the requirement of this resolution, which review and decision shall be considered a Legislative Act.
  - a. **Hearing Notification.** Publication of Public Notice.
  - b. **Hearing Information.** The minimal information shall be the following:
    1. Staff report of the Planning Department prepared for the BOCC hearing, which shall include the recommendation of the Planning Commission, if any.
    2. The full application or petition to vacate the county or public road right-of-way as determined completed by the Planning Department.
    3. All written comment received from departments or agencies subsequent to referral.
    4. Proof of adequate compliance with required notification.
    5. A form of resolution vacation the subject county or public road right-of-way as prepared by the applicant, and reviewed and approved by the County Attorney's office prior to the BOCC hearing.
    6. The Board of County Commissioners may receive additional evidence as the BOCC deems relevant, including but not limited to all public comment, all

agency and department comment, all additional information requested by the Board of County Commissioners for their consideration.

- c. **Decision.** The Board of County Commissioners may continue the hearing at which a petition or application to vacate a county or public road right-of-way is considered as it deems necessary to receive all information the BOCC deems relevant. Any continuation of the initiated hearing must be to a date certain with a decision to approve or deny approval to the resolution vacating the county or public road right-of-way occurring within ninety (90) days of the initiation of the public hearing.
- d. **Modified Resolution.** The BOCC may elect to approve a resolution vacating a county or public road right-of-way in a form modified or altered from that presented, as part of the initial required documentation.
- e. **Final Action.** No final action on a petition or application to vacate a county or public road right-of-way shall occur until a resolution, in a final approved form, has been considered as part of the public hearing process, signed by the Chair of the Board of Commissioners pursuant to motion and recorded with the Garfield County Clerk and Recorder.

The Board of County Commissioners has the discretion to vacate a road, however certain vacations are prohibited per the following code section in 4-110.

**E. Prohibited Vacations.** The Board of County Commissioners shall not approve any petition or request to vacate a county or public road right-of-way when the following information has been submitted to the BOCC.

- 1. The subject county road or public road right-of-way provides any access to public lands (for the purpose of this subsection public land shall mean any property owned by the federal government or the State of Colorado).
- 2. The subject county road or public road right-of-way abuts or is connected to any property, including any easement owned by the federal government. State of Colorado, municipality, county, or special district, where such property or easement constitutes a public park, recreational area or trail.
- 3. The subject county road or public road right-of-way is currently used or will be used in the foreseeable future for any county or public road purpose. The term "county or public road purpose" includes, but is not limited to, motor vehicle use, pedestrian use, equestrian use, bicycle traffic, stock drive, or placement of utilities. The term "foreseeable use" shall include a use projected or planned to occur within the next twenty years as such has been included in any adopted state, county, federal, municipal or special district facilities plan, comprehensive plan, zoning plan, recreation plan, street plan, or similar document for development objectives for that entity. This provision shall apply only if documentation of the current or foreseeable use is presented at the time of public consideration of the proposal vacating resolution.

4. The Provisions of this section shall not be deemed to preclude the BOCC's denial of a petition or application to vacated a county or public road right-of-way for other reasons.

#### **IV. ISSUES**

##### Replacement of the deeded Right-of-Way

The Applicant proposes to dedicate a 60' ROW in replacement of the ROW that is requested to be vacated. Staff and Planning Commission were concerned that the land being dedicated would not be available for road purposes since there were encumbrances that would affect the ability of the County to construct a road within the ROW.

Since the Planning Commission meeting the applicant has provided documentation, including a statement from Land Title, that upon recording of submitted documents the proposed 60' right-of-way will be free and clear of all liens and encumbrances. One document is awaiting signature, however all others are signed. These documents are included as Exhibits N, O, and P, and, should this application be approved by the Board, will be required to be recorded prior to the recordation of the replacement deed and Resolution of approval.

##### Prohibited Road Vacations

The referenced criteria for prohibited road vacation do not apply to this application as the ROW is proposed to be relocated such that the original ROW will not be affected.

##### Form Resolution

The Applicant has submitted a form resolution, Exhibit M, for Board signature. Should the Board determine that amendments to the resolution are required Staff would request that the Board authorize the Chairman to sign the corrected resolution on the consent agenda on April 19, 2010.

#### **V. PROPOSED FINDINGS**

1. That proper public notice was provided as required for the hearing before the Board of County Commissioners.
2. That the Board of County Commissioners hearing was extensive and complete, that all pertinent facts, matters and issues were submitted and that all interested parties were heard at that meeting.
3. That for the above stated and other reasons, the proposed vacation and relocation of CR 121 right-of-way has been determined to be in the best interest of the health, safety, morals, convenience, order, prosperity and welfare of the citizens of Garfield County, if recommended conditions of approval are adopted.
4. That, with the adoption of recommended conditions, the application has adequately met the requirements of the Unified Land Use Resolution of 2008, as amended.

## **VI. PLANNING COMMISSION RECOMMENDATION**

The Planning Commission considered this application at a public meeting held on February 24, 2010. After consideration of the request the Commission voted unanimously to forward a recommendation of **approval** to the Board of County Commissioners, with the following conditions:

1. That all representations made by the Applicant in the application, and at the public hearing before the Planning Commission shall be conditions of approval, unless specifically altered by the Commission.
2. That prior to the scheduling of the public hearing before the Board of County Commissioners, the Applicant's attorney must provide documentation sufficient to satisfy the County Attorney's regarding the issue of releasing encumbrances on the right-of-way proposed to be dedicated to the County.
3. That a right-of-way deed for the dedication of the 'replacement' right-of-way be provided to the County Planning Department for review by the County Attorney's office prior to the public hearing before the Board of County Commissioners.
4. The Applicant shall submit a form resolution for the vacation of that portion of the subject county or public road right-of-way as indicated in the application, which shall include provision for acceptance of the deed for the replacement ROW, and the resolution shall be reviewed and approved by the County Attorney's office prior to the BOCC hearing.

## **VII. STAFF RECOMMENDED CONDITIONS (CHANGES TO PC)**

The Applicant has provided information as required in the Planning Commission recommended conditions, therefore amendment to those conditions are appropriate as follows:

1. That all representations made by the Applicant in the application, and at the public hearing before the Planning Commission shall be conditions of approval, unless specifically altered by the Commission.
2. That the recording of documents necessary to release encumbrances on the 60' ROW proposed to be dedicated to the County occur prior to the Resolution being signed by the Chairman of the Board of County Commissioners.
3. That a right-of-way deed for the dedication of the 'replacement' right-of-way be provided to the County Planning Department prior to the Resolution being signed by the Chairman of the Board of County Commissioners.
4. The Applicant shall make all changes to the form resolution as required by the Board of County Commissioners. The corrected resolution shall be submitted prior to April 14, 2010 and place on the consent agenda on April 19, 2010 for signature by the Chairman of the Board of County Commissioners.

GARFIELD COUNTY  
*Building & Planning Department*  
Review Agency Form



Date Sent: January 4, 2010  
**Comments Due: January 25, 2010**

Name of application: Peterson Vacation Portion Cr. 121

Sent to: Garfield County Road & Bridge

~~~~~

Garfield County requests your comment in review of this project. Please notify the Planning Department in the event you are unable to respond by the deadline. This form may be used for your response, or you may attach your own additional sheets as necessary. Written comments may be mailed, e-mailed, or faxed to:

Garfield County Building & Planning  
Staff Contact: Kathy Eastley  
109 8<sup>th</sup> Street, Suite 301  
Glenwood Springs, CO 81601  
Fax: 970-384-3470  
Phone: 970-945-8212

General Comments: Garfield County Road and Bridge Department after confirming with the Glenwood District Foreman has no objection to this application with the following comments.

The 60-foot easement to be deeded to Garfield County should have no fences or buildings encumbering the new ROW. If there are any, an encroachment agreement should be in place stating that any encumbrances shall be removed at the property owners expense when requested to do so by Garfield County.

By granting this vacation it is our understanding that this does not deny access by the public to any public lands that has been previously open to public access.

An area large enough to turn County equipment around in a safe manner at the end of the road shall be kept available at all times.

Name of review agency: Garfield County Road and Bridge Department

By: Jake B. Mall Date January 11, 2010



**Kathy A. Eastley**

---

**From:** Trant, Travis [Travis.Trant@state.co.us]  
**Sent:** Tuesday, January 12, 2010 10:58 AM  
**To:** Kathy A. Eastley  
**Subject:** Peterson Vacation Portion CR 121

Dear Ms. Eastley:

I have reviewed the application by James and Hensley Peterson requesting Garfield County to vacate the 1904 Amos Ralston 60' road ROW and relocate a portion of that ROW to the northern boundary of their property. I find no issues that would negatively impact wildlife values by the vacating and relocating of this portion of the ROW.

Thank you for allowing me the opportunity to comment on the application for vacation and relocation of a portion of CR 121 ROW on the Peterson property.

If you have any questions please do not hesitate to contact me.

Sincerely,

Travis W. Trant  
District Wildlife Manager  
Basalt District, Area 8  
970.947.2931





**Right of Way & Permits**

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: 303.571.3326  
Facsimile: 303.571.3524

January 20, 2010

Garfield County Building and Planning Department  
108 8<sup>th</sup> Street, Suite 401  
Glenwood Springs, CO 81601

Attn: Kathy Eastley

**Re: Peterson Vacation Portion CR 121 #RVAC5955**

Public Service Company of Colorado (PSCo) has reviewed the plans for : **Peterson Vacation Portion CR 121 and sees no apparent conflict.**

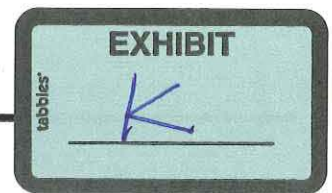
As a safety precaution, Public Service Company of Colorado would like to remind the developer to call the **Utility Notification Center, at 1-800-922-1987**, to have all utilities located prior to any construction.

If you have any questions about this referral response, please contact me at (303) 571-3326.

Thank you,

Teresa Wilson  
Contract Right of Way Processor  
Public Service Company of Colorado

**Kathy A. Eastley**



**From:** Suzanne Stephens [suzanne@avlt.org]  
**Sent:** Thursday, January 21, 2010 10:36 AM  
**To:** Deborah Quinn  
**Cc:** James Peterson; Kathy A. Eastley; Suzanne Stephens  
**Subject:** RE: Peterson application  
**Attachments:** AVLT-Peterson-CE-12-24-07.RECORDED.pdf

The conservation easement encumbers the entire property, and does not specifically mention the granting of new easements that do not overlay an existing road – however, because the owners are vacating a road easement that crosses the entire property where there is no road, and are granting a much shorter easement where there is no road in exchange, we have essentially determined this to be consistent with the purpose of the easement (and actually of potential benefit to the conservation values). Section 3, Intent, of the easement deed permits “all uses of the Property that are consistent with the preservation and protection of the Property’s Conservation Values as reasonably determined by the Trust”. So while not specifically addressed in the easement, AVLT does have the latitude to permit activities that it deems consistent with the easement.

Please let me know after you review the title commitment. Recorded easement attached FYI.

---

**From:** Deborah Quinn [mailto:dquinn@garfield-county.com] 7  
**Sent:** Thursday, January 21, 2010 10:14 AM  
**To:** Suzanne Stephens; James Peterson; Kathy A. Eastley  
**Cc:** Martha Cochran  
**Subject:** RE: Peterson application

If it satisfies a title company to the extent that the entire 60’ ROW to be deeded to the county is not encumbered by your conservation easement or otherwise, I’ll probably be satisfied. I need to see the title commitment for the ROW and the recorded conservation easement first.

I appreciate your willingness to resolve this.

Deborah Quinn  
Assistant Garfield County Attorney  
108 8th Street, Suite 219  
Glenwood Springs, CO 81601  
(970) 945-9150  
Fax (970) 384-5005

**CONFIDENTIALITY STATEMENT:** This message and any attachments are confidential and intended solely for the use of the individual or entity to which it is addressed. The information contained herein may include protected or otherwise privileged information. Unauthorized review, forwarding, printing, copying, distributing, or other use of such information is strictly prohibited and may be unlawful. If you have received this message in error, please notify the sender by replying to this message and delete the email without further disclosure.

---

**From:** Suzanne Stephens [mailto:suzanne@avlt.org]  
**Sent:** Thursday, January 21, 2010 9:59 AM  
**To:** Deborah Quinn; James Peterson; Kathy A. Eastley  
**Cc:** Martha Cochran  
**Subject:** RE: Peterson application

All – I’ve reviewed the deed of conservation easement, and Section 6.4, which controls roads, allows Grantor to grant additional non-exclusive access easements across existing roads without the consent of the Trust, which I believe largely covers this situation (in that the county road ROW would be granted over an existing road, except on the 60 ft

connector). AVLT would only have to grant permission for the ROW over the connector piece, which we are happy to do via letter.

Would this satisfy your requirements?

Suzanne Stephens  
Associate Director  
Aspen Valley Land Trust  
320 Main St, Ste 204  
970.963.8440 ~ fax 970.963.8441  
www.avlt.org  
suzanne@avlt.org

*saving the best... to last*

---

**From:** Deborah Quinn [mailto:dquinn@garfield-county.com]  
**Sent:** Thursday, January 21, 2010 8:30 AM  
**To:** James Peterson; Kathy A. Eastley; Suzanne Stephens  
**Cc:** Martha Cochran  
**Subject:** RE: Peterson application

I'm happy to help.

Deborah Quinn  
Assistant Garfield County Attorney  
108 8th Street, Suite 219  
Glenwood Springs, CO 81601  
(970) 945-9150  
Fax (970) 384-5005

CONFIDENTIALITY STATEMENT: This message and any attachments are confidential and intended solely for the use of the individual or entity to which it is addressed. The information contained herein may include protected or otherwise privileged information. Unauthorized review, forwarding, printing, copying, distributing, or other use of such information is strictly prohibited and may be unlawful. If you have received this message in error, please notify the sender by replying to this message and delete the email without further disclosure.

---

**From:** James Peterson [mailto:petersonjdp@msn.com]  
**Sent:** Wednesday, January 20, 2010 6:08 PM  
**To:** Deborah Quinn; Kathy A. Eastley; suzanne@avlt.org  
**Cc:** Martha Cochran  
**Subject:** RE: Peterson application

Maybe I should have Tom at the title company get in touch with you to make sure we get it right.  
James

---

Subject: RE: Peterson application  
Date: Wed, 20 Jan 2010 16:55:06 -0700  
From: dquinn@garfield-county.com  
To: petersonjdp@msn.com; keastley@garfield-county.com; suzanne@avlt.org  
CC: marthac@avlt.org

James,

We'll need a commitment specific to the 60 ft. ROW you'll be conveying to the county, is that what you mean by "property" ?

Deborah Quinn  
Assistant Garfield County Attorney  
108 8th Street, Suite 219  
Glenwood Springs, CO 81601  
(970) 945-9150  
Fax (970) 384-5005

**CONFIDENTIALITY STATEMENT:** This message and any attachments are confidential and intended solely for the use of the individual or entity to which it is addressed. The information contained herein may include protected or otherwise privileged information. Unauthorized review, forwarding, printing, copying, distributing, or other use of such information is strictly prohibited and may be unlawful. If you have received this message in error, please notify the sender by replying to this message and delete the email without further disclosure.

---

**From:** James Peterson [mailto:petersonjdp@msn.com]  
**Sent:** Wednesday, January 20, 2010 4:08 PM  
**To:** Kathy A. Eastley; suzanne@avlt.org  
**Cc:** Martha Cochran; Deborah Quinn  
**Subject:** RE: Peterson application

Hi Everyone,  
I ordered the updated title commitment today from Tom at Land Title in Glenwood in the form of a Property Information Binder which should show all of the easements on the property. Tom will email the report to both Kathy and Suzanne early next week.  
Thanks,  
James

---

**Subject:** RE: Peterson application  
**Date:** Wed, 20 Jan 2010 15:06:38 -0700  
**From:** keastley@garfield-county.com  
**To:** suzanne@avlt.org  
**CC:** petersonjdp@msn.com; marthac@avlt.org; dquinn@garfield-county.com

Thanks for your response Suzanne. We appreciate your comments regarding AVLT support of the relocation of the right-of-way, however there may be a bigger issue to resolve related to the AVLT easement. Through this process the County requires that the relocated right-of-way be free and clear of any encumbrances that would prevent the use of the land for construction of a County Road. We are aware that AVLT holds an easement on the Peterson property and would like to know if the easement would preclude this use within any portion of the 60 foot wide area that Mr. Peterson proposes as a replacement for the existing right-of-way.

We are currently working with James Peterson on identifying and resolving any issues related to this application. We expect to receive an updated title commitment from Mr. Peterson which would indicate the encumbrances that exist within the proposed right-of-way. I hope that we are all able to work through these issues to the satisfaction of all parties involved. Feel free to contact me with any additional questions, concerns or comments.

Kathy Eastley, AICP  
Senior Planner  
Garfield County Building & Planning  
108 8th Street, #401  
Glenwood Springs, CO 81601

Phone: 970-945-8212 ext. 1580

Fax: 970-384-3470

[keastley@garfield-county.com](mailto:keastley@garfield-county.com)



Please consider the environment before printing this e-mail.

**From:** Suzanne Stephens [mailto:[suzanne@avlt.org](mailto:suzanne@avlt.org)]

**Sent:** Wednesday, January 20, 2010 1:46 PM

**To:** Kathy A. Eastley

**Cc:** James Peterson; Martha Cochran; Suzanne Stephens

**Subject:** Peterson application

Hi Kathy – we've received your packet concerning the Peterson road vacation of a portion of CR 121, and we have no objections to this proposal (our concerns are addressed here, and we support the effort to gain a right-of-way over the existing road alignment, while abandoning the surveyed alignment). Do you need some type of formal approval from us, or is this just for our information?

Thanks for including us and let me know if you need anything more.

Regards,  
Suzanne

Suzanne Stephens  
Associate Director  
Aspen Valley Land Trust  
320 Main St, Ste 204  
970.963.8440 ~ fax 970.963.8441  
[www.avlt.org](http://www.avlt.org)  
[suzanne@avlt.org](mailto:suzanne@avlt.org)

*saving the best... to last*



Reception#: 740028  
12/27/2007 10:39:06 AM Jean Alberico  
1 of 22 Rec Fee:\$111.00 Doc Fee:0.00 GARFIELD COUNTY CO

**NOTICE TO TITLE COMPANY:** This Deed of Conservation Easement in gross requires a One-Hundred Dollar (\$100.00) fee be paid to Aspen Valley Land Trust or its successor organization by purchaser of this Property or any portion of this Property, pursuant to Section 15 herein.

**DEED OF CONSERVATION EASEMENT IN GROSS**  
***PETERSON RANCH – Garfield County***

A CONSERVATION EASEMENT (“Easement”) is granted this 24<sup>th</sup> day of December 2007, by **JAMES D. PETERSON and HENSLEY R. PETERSON** (“Grantor”), to and for the benefit of **ASPEN VALLEY LAND TRUST**, a Colorado nonprofit corporation having offices at 320 Main Street, Suite 204, Carbondale, Colorado 81623 (the “Trust”)(collectively, the “Parties”).

The following exhibits are attached hereto:

**Exhibit A:** Property Legal Description for 78 Acres of Land Covered by this Easement,  
**Exhibit B:** Map of Property and Property Use Zones,  
**Exhibit C:** Aerial Photo of 5-acre Building Envelope,  
**Exhibit D:** Baseline Documentation Summary,  
**Exhibit E:** Water Rights;

**RECITALS**

WHEREAS, Grantor is the sole owner in fee simple of approximately 78 acres, more or less, of real property on East Coulter Creek, Missouri Heights near Carbondale, Garfield County, State of Colorado, more particularly described in **Exhibit A**, attached hereto and incorporated by reference (the “Property”), together with certain Water Rights, described in **Exhibit E**, attached hereto and incorporated by reference. The term “Property” shall hereinafter be defined as the land and water rights combined, including the 5-acre Building Envelope shown approximately on **Exhibit C**, attached hereto and incorporated by reference. The term “Water Rights” shall refer to the water rights alone. For the purposes of this Easement, the Property consists of three Property Use Zones, as follows:

- The “Agricultural Zone”: That portion of the Property that is currently and has been historically grazed or irrigated, and which includes the Agricultural Structures Area, shown approximately on **Exhibit B**, herein, and a section of the “Easterly Access Easement”, a single-lane private road on the northeastern portion of the Property, and the “Sedge Meadow Agricultural Access Easement”, a single-lane, soft-surfaced private agricultural easement on the northwestern portion of the Property. Both the Easterly Access Easement and the Sedge Meadow Easement are shown approximately on **Exhibit B**, herein;

Return to: **ASPEN VALLEY LAND TRUST**  
320 MAIN ST., SUITE 204  
CARBONDALE, CO 81623

- The "Building Envelope": The 5-acre area surrounding the existing residence and ranch headquarters, shown graphically in **Exhibit C**, attached hereto and made a part hereof, is to be managed and monitored according to the provisions of Section 6.1 and 6.8, herein, but otherwise is excluded from the requirements and restrictions of Section 6 of this Easement Deed; and
- The "Wildlife Zone": That portion of the Property lying outside of the Agricultural Zone and Building Envelope, and not including the existing County-maintained road, and not including the existing road extending eastward from the County maintained road, as shown approximately in **Exhibit B**, attached hereto and made a part hereof.

WHEREAS, the Property possesses natural, scenic, open space (including agricultural), and wildlife values (collectively, "Conservation Values") of importance to the Trust, the people of Garfield County, and the people of the State of Colorado that are worthy of preservation;

WHEREAS, the Property is located in a rural agricultural area of Garfield County, where the Trust desires to protect the biological integrity as well as the rural and scenic character of the area. In particular, a portion of the Property is visible to the general public from more than one-half mile of Garfield County Road 121 (Coulter Creek Road), which traverses the Property, and from nearby land managed by the Bureau of Land Management ("BLM"), which is frequently accessed by recreational hunters. The Property is highly scenic and provides a degree of openness and variety to the overall rural and agricultural landscape. The terms of the Easement do not permit a degree of intrusion or future development that would interfere with the essential scenic quality of the land;

WHEREAS, the Property contains significant wildlife habitat with a high diversity of native wildlife species. The thick, vegetative cover of the oak-mountain shrublands provide cover and an abundance of berries, seeds and other forage for resident, migrating, and wintering animals, including birds. The Property contains overall range for elk, mule deer and black bear, migration areas and summer and winter range for mule deer, and severe winter range for elk. Regular sightings of bobcats and occasional sightings of bear and other carnivores indicate that this property and the surrounding lands are inhabited by a fairly balanced wildlife community;

WHEREAS, the plant communities on the Property are in good to excellent condition, evidence of the Peterson's careful stewardship of the land. Islands of diversity such as the tiny stands of spruce, quaking aspen and Douglas fir along the ribbon of riparian habitat along East Coulter Creek, which bisects the property, are home to a wildlife and vegetative community that represents at least half of the plant and animal species on the Property. The Property also contains sagebrush and Gambel oak shrublands, of which sagebrush is particularly important to wildlife and declining statewide;

WHEREAS, conservation of the Property will increase the amount of conserved land in the Coulter Creek drainage, an area currently identified by the Trust as a high priority for protection. The Property is part of a larger segment of land designated by Colorado Natural Heritage Program as a "Site of Local Significance," and will add to the 1,114 acres of existing

conservation easements in the immediate vicinity of the Property, located on the Quarter Circle Eight Ranch, J&S Nieslanik Ranch, and Ranch at Coulter Creek, in addition to contributing to the habitat connectivity of nearby land managed by the Bureau of Land Management;

WHEREAS, the Trust acknowledges and agrees that continued use of the land within the Agricultural Zone for grazing and agricultural production does not impair or interfere with the Conservation Values of the Property;

WHEREAS, Grantor makes no representation that boundary fencelines on the Property are the legal boundary lines and Grantor reserves the right without Trust approval to realign such fences to legal boundary lines, provided that notice is given to the Trust of any realignment so that it may update its records to reflect the legal boundary lines;

WHEREAS, Grantor intends, as owner of the Property, to convey to the Trust the right to preserve and protect the Conservation Values of the Property in perpetuity and the Trust agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come;

WHEREAS, the Trust is a charitable organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and is a publicly-supported organization as described in Section 170(b)(1)(A) of the Code whose primary purpose is to preserve and protect the natural, scenic, agricultural, historical, and open space resources of the greater Roaring Fork Valley area, including the area in which the Property is located, by assisting landowners who wish to protect their land in perpetuity, and is a "qualified organization" to do so within the meaning of Section 170(h)(3) of the Code;

WHEREAS, the State of Colorado has recognized the importance of private efforts toward the preservation of natural systems in the State by the enactment of C.R.S. §§38-30.5-101 *et seq.*; and

WHEREAS, the Board of Directors of the Trust has duly authorized the Trust's Executive Director or her designee to execute and accept conservation easements on behalf of the Trust.

**NOW, THEREFORE**, in consideration of the matters above, the mutual covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Grant.** Grantor hereby voluntarily and irrevocably grants and conveys to the Trust a perpetual Conservation Easement in gross (the "Easement"), pursuant to C.R.S. §§ 38-30.5-101 *et seq.*, through the terms mutually agreed to in this Deed of Conservation Easement in Gross ("Easement Deed"), consisting of the rights and restrictions enumerated herein, over and across the Property, to hold said Easement unto the Trusts and its successors and assigns forever. The Easement shall constitute a binding servitude upon the Property and shall be subject to prior reservations, easements, encumbrances and exceptions of record, except as otherwise set forth herein.

**2. Purposes.** Pursuant to the terms of C.R.S. §§ 38-30.5-101 *et seq.*, the purposes of the Easement are to assure that the Property will remain forever predominantly in its scenic, natural and open space (including agricultural) condition, subject to the continued use of the Agricultural Zone for seasonal grazing of livestock and other uses of the Property permitted hereunder; and to prevent any use of the Property that is inconsistent with the preservation and protection of the Conservation Values of the Property and, in the event of their degradation or destruction, to restore such Conservation Values of the Property.

**3. Intent.** Subject only to the Purpose set forth above and express prohibitions below, the intent of the Parties is to permit all uses of the Property that are consistent with the preservation and protection of the Property's Conservation Values as reasonably determined by the Trust. Nothing in this Easement Deed is intended to compel a specific use of the Property other than the preservation and protection of the Conservation Values.

**4. Baseline Documentation.** The Parties acknowledge that a Baseline Documentation of the Conservation Values and relevant features of the Property has been prepared by Sarah Shaw in December 2007, an individual familiar with conservation easements, the Property, and the environs, and is on file with the Parties. The Trust and Grantor have reviewed and approved the Baseline Documentation, as summarized in **Exhibit D** ("Baseline Documentation Summary"), as an accurate representation of the condition of the Property at the time of this grant. The Parties agree that the Baseline Documentation is not intended to preclude the use of other evidence to establish the present condition of the Property should a controversy arise over its use.

**5. Rights of Trust.** To accomplish the purposes of the Easement, Grantor conveys the following rights to the Trust:

5.1. The right to preserve and protect the Conservation Values of the Property in perpetuity;

5.2. The right to enter upon the Property at reasonable times, to inspect the Property thoroughly, to monitor Grantor's compliance with, and otherwise enforce the terms of this Easement Deed; provided that such entry shall be upon 72-hour prior notice to Grantor and shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property, except that no such notice shall be required in the event the Trust reasonably believes that immediate entry upon the Property is essential to prevent or mitigate a violation of this Easement Deed;

5.3. The right to prevent any activity on or use of the Property that is inconsistent with the purposes of the Easement, or with the preservation and protection of the Conservation Values of the Property, and the right to require the restoration of such areas or features of the Property that are damaged by any inconsistent activity or use; and

5.4. Any other rights that the Parties may mutually approve consistent with the purposes of the Easement and the Conservation Values (i.e., habitat or other enhancement projects, right to identify conservation values of the Property, or right to conduct scientific studies). Trust may only enter onto the Property to conduct such activities, including scientific studies or enhancement projects, with Grantor's prior approval.

**6. Prohibited and Permitted Uses.** Grantor reserves to itself and to its personal representatives, heirs, successors, and assigns, all rights and obligations accruing from its ownership of the Property, including the right to engage in all uses of the Property not expressly prohibited herein that are consistent with the preservation and protection of the Conservation Values of the Property. Grantor is prohibited from any activity on or use of the Property inconsistent with the preservation and protection of the Conservation Values. Grantor has the burden to prove that Grantor's proposed uses are consistent with the preservation and protection on the Conservation Values of the Property.

The following uses and practices by Grantor, though not an exhaustive recital, are either consistent with and permitted, or inconsistent with and prohibited by this Easement Deed. Expressly permitted uses are to be conducted in a manner consistent with the preservation and protection of the Conservation Values of the Property, pursuant to Section 170(h)(3) of the Code, and C.R.S. § 38-30.5-102. **The permitted and prohibited uses described in this Section 6 shall not apply to the Property within the 5-acre Building Envelope, as shown on Exhibit C attached hereto and incorporated herein, except for Sections 6.1 and 6.8, herein, which shall apply equally to all of the Property.**

6.1. Building Rights. Grantor shall not construct, improve, place, or replace any buildings, structures, mobile homes, indoor or outdoor riding arenas, parking lots, or billboards on the Property, except as described below.

A. Building Envelope. A 5-acre building envelope exists on the Property at the location shown on **Exhibits B and C**, attached hereto and incorporated herein by this reference (the "Building Envelope"). Grantor retains all rights to use the land within the Building Envelope for residential, appurtenant residential, and agricultural uses, consistent with all applicable laws, codes, and regulations. In this regard, Grantor expressly reserves the right to replace, improve, demolish, remodel or expand existing structures within the Building Envelope; to construct new or additional structures; to expand, improve, relocate or modify landscaping, water features, water uses, fencing and road surfaces, and, in general, to engage in any and all land use activities that are permitted by right or by special review under existing or any future Garfield County, Colorado zoning and land use regulations. The forgoing retained and reserved Building Envelope development activities shall not be subject to any prior review or approval by or from the Trust, and Grantor shall have the right and privilege to engage in the development activities within the Building Envelope free of any restrictions that may apply to other portions of the Property that are and shall forever be restricted by this Easement.

B. Agricultural Structures. Grantor retains the right to construct, replace, expand, and maintain additional minor structures for agricultural purposes within the Agricultural Structures Area, defined as follows: that area south of the southerly line of the Building Envelope, no less that 100' west of the centerline of East Coulter Creek and no less that 150' north of the centerline of the Garfield County maintained road, as shown on **Exhibit B**, herein. Such permitted agricultural structures include but are not limited to a barn with box stalls, tack rooms, and hay storage, as well as corrals, hay sheds or loafing sheds,

provided all such structures on the Property, with the exception of corrals and fences, do not exceed 2,400 square feet in combined footprint area, and are not used for residential purposes.

6.2. Agricultural Uses. Grantor retains the right to conduct agricultural operations within the Agricultural Zone in a manner consistent with sound farming and range management practices, and to lease lands with appurtenant Water Rights for permitted agricultural purposes. Permitted agricultural operations include grazing and raising of livestock, raising crops, irrigation of approximately 12 acres of historically irrigated land, and all other agricultural activities consistent with protection of the long-term ecological and economic viability of the land.

Agricultural uses prohibited by this Easement include (A) commercial feed lots, defined as confined areas or facilities for purposes of extended feeding and finishing of large numbers of livestock for hire, (B) tree farms, and (C) sod farms.

6.3. Reversion to Wildlife Habitat. If, in the future, agricultural operations cease, Grantor agrees to reseed any heavily disturbed areas with appropriate native vegetation to prevent the spread of noxious weeds and to provide forage and habitat for wildlife. The Parties agree that agricultural operations may resume at any time;

6.4. Roads and Motor Vehicles. Grantor may maintain, realign, widen and improve an existing single lane road that crosses the eastern-most Agricultural Zone of the Property, as shown in **Exhibit B**, herein ("Easterly Access Easement"), according to the terms and conditions of the Road and Utility Easement recorded under Reception No. 738843. The Trust also acknowledges the existence of the Sedge Meadow Easement Agreement recorded under Reception No. 738845, which crosses a portion of the Agricultural Zone, also shown approximately on **Exhibit B**. With the exception of the County maintained road (Garfield County Road 121) that traverses the Property, the Trust acknowledges that all other roads on the Property are private roads and are located on the Building Envelope. Grantor may grant additional non-exclusive access easements across existing roads without the consent of the Trust, in Grantor's sole discretion. The Parties acknowledge the existence of certain access and utility easements, recorded in the Garfield County real property records as reception no. 178596, 681907, 234575, 738843, 738844 and 738845, that burden the Property, and such easements may be modified, amended, terminated or maintained by the Grantor without further permission from the Trust. Off-road use of motorized vehicles is prohibited in the Wildlife Zone, except as necessary for property maintenance and emergencies;

6.5. Surface Disturbance. Grantor shall not alter the topography of the Property through placement or removal of soil, gravel, land fill, or other materials unless approved by Trust for habitat enhancement or restoration purposes. Grantor shall not alter, disturb, or impair the relatively natural habitat for plants, wildlife, or similar ecosystems within and upon the Property, which includes the destruction, removal or cutting of native vegetation, except (A) in emergencies; (B) for fire, pest and disease prevention; (C) as necessary to the uses permitted in Subsections 6.1, 6.2, 6.4, 6.10 and 6.13, herein; and (D) as otherwise approved by the Trust;

6.6. Fencing. Grantor may replace existing fences or erect new fencing on the Property, or both, provided such fencing complies with then-current Colorado Division of Wildlife standards for fencing in a wildlife migration area, except within the Agricultural Zone as required for agricultural activities, and then in a manner that best permits the flow of wildlife across the Property;

6.7. Mineral Rights. At the time of granting the Easement, Grantor may or may not own the mineral rights associated with the Property due to reservation by U.S. Government Patent. Grantor's current or future ownership of mineral rights shall be subject to the following provisions:

A. Subsurface Mineral Rights. Grantor may not explore for or extract oil and natural gas, nor lease to a third party the right to explore for or extract oil and natural gas from below the surface of the Property;

B. Surface Mineral Rights. Grantor shall not transfer, lease or otherwise separate the soil, sand, gravel, rock, or any other mineral substance from the surface of the Property nor explore for or extract soil, sand, gravel, rock, or other minerals from the surface of the Property;

6.8. Subdivision. Grantor may not divide or subdivide (including *de facto* subdivision) the Property, including the Building Envelope, into two or more parcels of land;

6.9. Trash. Grantor shall not dump, permanently accumulate, or dispose of trash, garbage, or other hazardous or unsightly refuse on the Property, except for agricultural by-products and vegetative matter produced or used on the Property;

6.10. Water Resources. Grantor shall not manipulate, divert, dam, pollute, drain, dredge, or otherwise alter East Coulter Creek or other naturally-occurring streams, wetlands, springs, lakes, ponds, or other surface or subsurface water features on the Property in a manner that degrades or destabilizes their natural banks or shorelines, or otherwise is inconsistent with the preservation and protection of the Conservation Values of the Property, except that Grantor reserves the right to coordinate with Garfield County to remove beaver dams from East Coulter Creek that threaten damage to riparian areas along East Coulter Creek, County Road 121, culverts or other improvements now existing or permitted herein, in a manner consistent with preservation and protection of the Conservation Values. Grantor retains the right to construct, maintain and improve agricultural ditches, stock ponds and other water features and improvements without further permission from the Trust if such construction and maintenance is in compliance with local, state, and federal rules and regulations. Specifically, Grantor retains the right to maintain and improve Prior Ditch #25 as it crosses the Property;

6.11. Commercial and Industrial Activities. Grantor shall not conduct industrial activity or any more than *de minimus* commercial activity on the Property;

6.12. Recreation. Golf courses and other high-impact recreational amenities and facilities, including covered or indoor horseback riding arenas, paved trails and motorbike tracks or courses, are prohibited on the Property; however, passive recreational uses, such as hiking,

cross country skiing, horseback riding, hunting and fishing, are permitted, along with low-impact dirt trails located and used in a manner consistent with the preservation and protection of the wildlife and scenic Conservation Values of the Property, Outdoor horseback riding arenas are permitted only within the Agricultural Structures Areas as shown on **Exhibit B**, herein;

6.13. Utilities and Communications Facilities. There is currently one electric power line on the Property, owned by Holy Cross Electric, which may be accessed and maintained as permitted by Holy Cross Energy in a manner consistent with historic practices, and Grantor reserves the right to grant an overhead or underground electric line easement for such electric service, without further permission from the Trust. This power line may not be realigned, buried, or otherwise substantially altered without Trust's prior consent, which consent shall not be unreasonably withheld provided any disturbance to the Property is restored and re-vegetated to the fullest extent possible so as not to diminish the scenic or wildlife Conservation Values of the Property.

Additionally, as necessary to the uses permitted in Subsection 6.1 and 6.2 and provided that the location and use of the following described amenities is consistent with preservation and protection of the scenic and wildlife Conservation Values of the Property, Grantor may install, maintain and use the following within the Agricultural Zone: (A) communication facilities and appurtenant structures or equipment; (B) utility lines and substations; (C) water lines, pumps and wells; (D) wind-powered electric generators, solar collectors, fuel cells, and other energy-related technology for onsite use. No such amenities may be located in the Wildlife Zone without the consent of the Trust, which consent shall be granted in the Trust's sole discretion. Any impact from the installation and/or maintenance of such amenities to the Property or its Conservation Values shall be restored as closely as possible to the Property's original condition using appropriate native vegetation by the entity installing or maintaining the abovementioned facility;

6.14. Water Rights.

A. Water Rights Included. The Property includes all of Grantor's rights, title and interest in the Water Rights described in **Exhibit E** in this Easement; Grantor shall have the right to continue use of the Water Rights on the Property in order to protect and preserve the Conservation Values of the Property. Grantor shall have the right to improve, maintain, repair, relocate and reconstruct facilities related to the Water Rights (such as ditches, wells and reservoirs), and to convert historic flood irrigation activities to sprinkler irrigation systems with notice to the Trust;

B. Restrictions on Water Rights. The Water Rights may not (i) be changed to or used for municipal, industrial, or commercial uses; (ii) be changed for use off of the Property; (iii) be sold, leased, or encumbered separately from the Property or legally separated from the Property; or (iv) have their points of diversion, or their type or place of use within the Property changed, except pursuant to a legally-recognized interruptible supply contract, fallowing agreement, emergency water loan, or similar agreement to temporarily increase instream flows in East Coulter Creek. Water Rights may be used for other activities on the Property that are not prohibited by the terms of this Easement Deed, after a written determination by the Trust that such changes are consistent with the

preservation and protection of the Conservation Values, and do not create an intent to abandon;

C. Protection of Water Rights. If Grantor fails to maintain the historic use of the Water Rights, or the Water Rights are otherwise subject to a threat of abandonment, the Trust shall have the right, but not the obligation, to (i) enter upon the Property and undertake any and all actions reasonably necessary to continue the use of the historic Water Rights.

D. Effect of Loss. No loss of Water Rights through injury or abandonment, or conversion of the Water Rights as set forth above, shall be considered a severance of the title to the Water Rights from the Property for federal or state tax or other purposes, or as basis for extinguishment of the Easement Deed.

7. **Access.** Grantor hereby prohibits the public any more than visual access to any portion of the Property, although Grantor may permit public access to the Property on such terms and conditions as it deems appropriate, provided that such access is consistent with the terms of this Easement Deed.

8. **Representations and Warranties.** Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:

8.1. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise or threatening to human health or the environment exists or has been used or released on the Property, except for fuels customarily used or transported in connection with agricultural and construction activities on the;

8.2. There are not now any underground storage tanks located on the Property, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable laws, regulations, and requirements;

8.3. Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use and there are no existing, pending or threatened litigation in any way affecting, involving, or relating to the Property;

8.4. Grantor has good and sufficient title to the Property and has lawful authority to grant and convey the Easement, that any mortgages or liens on the Property are subordinate to the terms of this Easement Deed, and that Grantor shall warrant and forever defend the title to the Easement against all and every person or persons lawfully claiming by, through or under Grantor, the whole or any part thereof, except for rights-of-way, easements, restrictions, covenants and mineral reservations of record.

9. **Trust's Remedies: Enforcement.** The Trust shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Easement Deed. If the Trust finds what it believes is a violation, or a threat of a violation, the Trust shall notify

Grantor of the nature of the alleged violation. Upon receipt of this notice, Grantor shall immediately discontinue any activity that could increase or expand the alleged violation and shall either: (A) restore the Property within 60 days as is best possible to its condition prior to the violation in accordance with a plan approved by the Trust, or if immediate restoration is not possible, Grantor shall submit such plan to the Trust within 60 days; or (B) provide a written explanation to Trust of the reason why the alleged violation should be permitted. If the Trust is not satisfied with Grantor's written explanation, the Parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, the Parties agree to attempt to resolve the dispute pursuant to Section 9.1 below.

At any time, including if Grantor does not immediately discontinue any activity that could increase or expand the alleged violation while the Parties are attempting to resolve the alleged violation, the Trust may take appropriate legal action to stop the activity, without prior notice to Grantor; without waiting for the period provided for cure to expire; and without waiting for the 60-day mediation period to expire. The Trust may bring an action at law or in equity, *ex parte* as necessary, in a court of jurisdiction, to enforce the terms of this Easement Deed and to enjoin by temporary or permanent injunction a violation, which may require restoration of the Property to the condition that existed prior to the violation. The Trust's remedies described herein shall be in addition to all remedies now or hereafter existing at law or in equity, and shall include the right to recover damages for violation of the terms of this Easement Deed or injury to the Conservation Values including damages for the loss of scenic or environmental values.

Enforcement of the terms of this Easement Deed shall be at the sole discretion of the Trust, and any forbearance by the Trust to exercise its rights under this Easement Deed in the event of any breach of any term of this Easement Deed by Grantor shall not be deemed or construed to be a waiver by the Trust of such term or any subsequent breach of the same or any other term of this Easement Deed or of any of the Trust's rights under this Easement Deed. No delay or omission by the Trust in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. The failure of the Trust to discover a violation or to take immediate legal action shall not bar the Trust from doing so within four (4) years from the date upon which the violation is discovered.

All reasonable costs incurred by the Trust in enforcing the terms of this Easement Deed, including, without limitation, costs and expenses of pursuing legal action and reasonable attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement Deed, shall be borne by Grantor, unless a court finds that the Trust acted in bad faith in seeking enforcement thereof, in which case the court shall award to Grantor and the Trust shall pay Grantor's reasonable costs of defending the action or claim. If Grantor ultimately prevails in a judicial enforcement action, each Party shall bear its own costs.

9.1. Mediation. If a dispute arises between the Parties concerning the consistency of any proposed use or activity with the terms of this Easement Deed, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either Party may refer the dispute to mediation by written request upon the other. Within 10 days of the receipt of such request, the Parties shall select a trained and impartial mediator with experience in Easements and other land preservation tools. If the Parties are unable to agree on a mediator, then the Parties

shall each select a mediator with experience in conservation easements and other land preservation tools, and those two mediators shall select a mediator who shall alone mediate the dispute. Mediation shall then proceed in accordance with the following guidelines:

A. Purpose. The purpose of the mediation is to: (i) promote discussion between the Parties; (ii) assist the Parties to develop and exchange pertinent information concerning the issues in dispute; and (iii) assist the Parties to develop proposals which will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or *de facto* modification or amendment of the terms, conditions, or restrictions of this Easement Deed;

B. Participation. The mediator may meet with the Parties and their counsel jointly or *ex parte*. The Parties agree that they will participate in the mediation process in good faith and expeditiously, except in cases when the Trust believes that Conservation Values are continuing to be harmed during the mediation process, in which case the Trust can suspend its involvement in the mediation to remedy this threat of ongoing violation. Representatives of the Parties with settlement authority will attend mediation sessions as required by the mediator;

C. Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any Party in any subsequent litigation;

D. Time Period. Neither Party shall be obligated to continue the mediation process beyond a period of 60 days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute. The Parties shall equally share and each bear 50% of the mediator's fees;

#### **10. Costs, Liabilities, Taxes and Environmental Compliance.**

10.1. Costs, Legal Requirements and Liabilities. Grantor retains all responsibilities and obligations and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage, except as provided herein. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor;

10.2. Control. Nothing in this Grant shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Trust to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and any Colorado state law counterpart;

10.3. Hold Harmless. Grantor shall hold harmless, indemnify and defend the Trust and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Trust Parties") from and against all liabilities, including, without limitation, court awarded third-party attorneys' fees, arising from or in any way connected with: (A) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Trust Parties; (B) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, by any person other than any of the Trust Parties, in any way affecting, involving, or relating to the Property; (C) the presence or release of hazardous or toxic substances in, on, from, or under the Property at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Trust Parties; (D) payment of taxes imposed upon or incurred by the Property as a result of this Easement including property taxes (E) tax benefits or consequences of any kind which result or do not result from entering into this Easement Deed; and (F) the obligations, covenants, representations, and warranties described herein;

10.4. Waiver of Certain Defenses. No action shall be commenced or maintained to enforce the terms of any building restriction described in this Easement Deed, or to compel the removal of any building or improvement, unless said action is commenced within four (4) years from the date of discovery of the violation for which the action is sought to be brought or maintained. To the extent that any defense available to Grantor pursuant to C.R.S. §38-41-119 is inconsistent with the foregoing, Grantor waives that defense. Grantor waives the defenses of laches, estoppel and prescription with regard to the enforcement of all other terms of this Easement Deed;

10.5. Acts Beyond Grantor's Control. Nothing contained in this Easement Deed shall be construed to entitle the Trust to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Grantor is not responsible for acts of third parties not authorized to access the Property, and is responsible for any third parties, including guests or invitees, authorized by Grantor to access the Property;

## **11. Extinguishment and Condemnation.**

11.1. Extinguishment. The Parties agree that any changes in the economic viability of the uses permitted or prohibited by this Easement Deed, or changes to neighboring land and its use shall not be deemed circumstances justifying the termination or extinguishment of the Easement. In addition, the inability of Grantor, or Grantor's heirs, successors or assigns, to implement any or all of the uses permitted under this Easement Deed, shall not impair the validity of this Easement Deed or be considered grounds for its termination or extinguishment.

If circumstances arise in the future that render the purposes of this Easement Deed impossible to accomplish, this Easement Deed can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction after the court has explored all options for importing other purposes for the Easement pursuant to the *cy pres* doctrine. Each Party shall promptly notify the other when it first learns of such circumstances. The amount of the proceeds to which the Trust shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination, shall be determined, unless otherwise provided by Colorado law at the time, in accordance with the Proceeds paragraph below;

11.2. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate the Easement in whole or in part, Grantor and the Trust shall act jointly to recover the full value of the interests in the Property subject to the taking or in-lieu purchase and all damages resulting therefrom. All expenses reasonably incurred by Grantor and the Trust in connection with the taking or in-lieu purchase shall be paid out of the amount recovered. The Trust's share of the balance of the amount recovered shall be determined by an independent appraisal of the separate values of the Grantor's interest and the Trust's interest;

11.3. Proceeds. Grantor and the Trust stipulate that as of the date of this Easement Deed, they are each vested with a real property interest in the Property. The Parties further stipulate that the Trust's interest in the Easement has a value of forty percent (40%) of the fair market value of the Property from this date forward, and such percentage interest shall remain constant in relation to any future fair market value of the Property. Such percentage interest shall be used only for determining Trust's proportion of proceeds from any payment of damages or action resulting from circumstances described in the Extinguishment and Condemnation paragraphs above. The Parties agree that the value of any improvements to the Property made by Grantor after the date of this Easement Deed is reserved to Grantor. The Parties further agree that to the extent possible, any proceeds paid to the Trust as a result of this Section shall be used exclusively for purposes of restoration or enhancement of the Conservation Values on the Property. If it is not possible to use all of the Trust's proceeds in this manner, such as if the entire Property is condemned or Easement terminated, the Trust shall attempt to apply its proceeds to (A) restoration or enhancement of other conservation easements in the area that may be owned by Grantor or Grantor's family in the future, or (B) if that is not possible, to another conservation purpose within the Property's close vicinity, or (C) if that is not possible, to a conservation purpose within the Trust's mission.

**12. Assignment.** In the event the Trust is no longer able to carry out its duties and obligations under this Easement Deed, or if circumstances change so that another similar organization is better able to carry out such duties and obligations, the Trust may elect to transfer the Easement with notice given to Grantor, provided that the Trust may assign its rights and obligations under this Easement Deed only to an organization that is (A) a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder; (B) authorized to acquire and hold conservation easements under Colorado law; and

(C) charged with a mission similar to that of the Trust. As a condition of such transfer, the Trust shall require the transferee to expressly agree, in writing, to carry out and uphold the purposes of the Easement and the Conservation Values and otherwise assume all of the obligations and liabilities of the Trust set forth herein or created hereby. After such transfer, the Trust shall have no further obligation or liability under this Easement Deed.

**13. Subsequent Transfers.** Grantor agrees to notify any party who may purchase, lease, or otherwise hold interest in this Property of the existence and terms of this Easement Deed, and to provide a copy of the Deed and the Baseline Documentation to such party if requested. Grantor further agrees to give notice to the Trust of the transfer of any such interest prior to transfer, and provide the opportunity for the Trust to explain the terms of this Deed to potential new owners prior to sale closing without unreasonably delaying the close of the transfer or sale of the Property

In addition, at any time Grantor transfers the Property to anyone other than Grantor's family, heirs or beneficiaries, that party shall pay a transfer fee of \$100.00 to the Trust to cover administrative costs associated with the transfer as well as put the Third Party Purchaser on notice of the terms of this Easement Deed. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement Deed or limit its enforceability in any way.

**14. Notices.** Any communication that either Party desires or is required to give to the other shall be in writing and served personally or sent by first class mail, postage prepaid, addressed as follows or to such other address as either party from time to time shall designate by written notice to the other:

To Grantor: James D. and Hensley R. Peterson  
PO Box 1714  
Aspen, CO 81612

To the Trust: Aspen Valley Land Trust  
320 Main Street, Suite 204  
Carbondale, CO 81623

**15. Recordation.** The Trust shall record this instrument in timely fashion in the official records of Garfield County, Colorado and may re-record it at any time as may be required to preserve its rights in this Easement Deed.

**16. Amendment.** If circumstances arise under which an amendment to this Easement Deed would be appropriate to promote the purposes of the Easement, Grantor and the Trust may jointly amend this Easement Deed. However, the Trust is under no obligation to amend this Easement Deed, and may decline any amendment in its sole discretion and exclusive judgment. Any amendment must be consistent with, and protect and preserve, the purposes of the Easement and the Conservation Values and may not affect the Easement's perpetual duration. Any amendment must be in writing, signed by all the Parties, and recorded in the records of the Clerk and Recorder of the appropriate Colorado County. Correction deeds to correct factual mistakes

or typographical or clerical errors may be made at the discretion of the Trust. No amendment shall be allowed that affects the qualification of this Easement or the status of the Trust under any applicable laws, including C.R.S. Section 38-30.5-101, *et seq.*, or Section 170(h) of the Code or any regulations promulgated thereunder. No amendment shall be permitted that will confer a private benefit to Grantor or any other individual or entity (see IRS Reg. 1.170A-14(h)(3)(i)) greater than the benefit to the general public, or that will result in private inurement to a Board member, staff or contract employee of Trust (see IRS Reg. 1.501(c)(3)-1(c)(2)).

**17. Subordination.** At the signing of this Easement Deed, the Property is not subject to any mortgages or liens.

**18. General Provisions.**

18.1. Exhibits. The following Exhibits are attached to and incorporated by reference into this Easement Deed.

**Exhibit A:** Property Legal Description,  
**Exhibit B:** Map of Property and Property Use Zones,  
**Exhibit C:** Aerial Photo of Building Envelope,  
**Exhibit D:** Baseline Documentation Summary,  
**Exhibit E:** Water Rights;

18.2. Definitions. The terms "Grantor" and "the Trust," wherever used herein, and any pronouns used in place of those terms, shall refer to, respectively, Grantor and its heirs, personal representatives, executors, administrators, successors and assigns, and the Trust, its successors and assigns. The term "Property," wherever used herein, shall refer to the 78 acres of land described in the first paragraph of this Easement, as well as on **Exhibit A**. The term "Water Rights," wherever used herein, shall refer to the water rights alone, as described in **Exhibit E**. The terms "Easement" and "Conservation Easement in gross" refer to the immediately vested interest in real property defined by Colorado Revised Statutes §§ 38-30.5-101 *et seq.* The term "Easement Deed" refers to this legal document, consisting of the rights and restrictions enumerated herein, by which said Easement is granted;

18.3. Controlling Law. The interpretation and performance of this Easement Deed shall be governed by the laws of the State of Colorado;

18.4. Liberal Construction. This Easement Deed shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policy and purpose of C.R.S. §38-30.5-101 *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with ensuring continuation of the purposes of the Easement and the preservation and protection of the Conservation Values that would render the provision valid shall be favored over any interpretation that would render it invalid. The common law rules of disfavoring restrictions on the use of real property and construing restrictions in favor of the free and unrestricted use of real property shall not apply to interpretations of this Easement Deed or to disputes between the Parties concerning the meaning of particular provisions of this Easement Deed;

Reception#: 740028  
12/27/2007 10:39:06 AM Jean Alberico  
16 of 22 Rec Fee:\$111.00 Doc Fee:0.00 GARFIELD COUNTY CO

18.5. Severability. If any provision of this Easement Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement Deed shall be deemed severable and remain in full force and effect;

18.6. Entire Agreement. This instrument sets forth the entire agreement between the Parties with respect to the Easement Deed and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement Deed, all of which are merged herein;

18.7. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect;

18.8. Joint Obligation. The obligations imposed by this Easement Deed upon Grantor shall be joint and several (in the event that there is more than one Grantor);

18.9. Successors. The covenants, terms, conditions, and restrictions of this Easement Deed shall be binding upon, and inure to the benefit of, the Parties hereto and Grantor's respective personal representatives, heirs, successors, transferees, and assigns, and the Trust's successors, transferees, and assigns, and shall continue as a servitude running in perpetuity with the Property;

18.10. Termination of Rights and Obligations. A Party's rights and obligations under this Easement Deed terminate upon transfer of the Party's interest in the Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer;

18.11. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation;

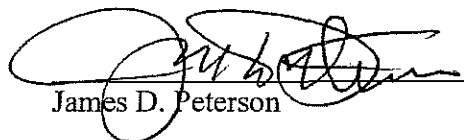
18.12. Counterparts. The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling;

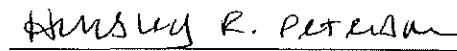
18.13. Merger. Unless the Parties expressly state that they intend a merger of estates or interests to occur, no merger shall be deemed to have occurred hereunder or under any document executed in the future affecting this Easement Deed.

18.14. Development Rights. Grantor hereby grants to the Trust all development rights associated with the Property except as specifically reserved herein for the limited purpose of ensuring that such rights are forever terminated and extinguished, and may not be used by Grantor, the Trust, or any other party.

IN WITNESS WHEREOF, Grantor and the Trust have executed this Deed of Conservation Easement as of the date first written above.

**GRANTOR:**

  
James D. Peterson

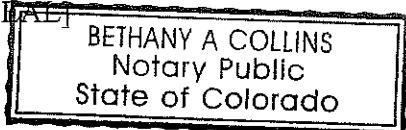
  
Hensley R. Peterson

STATE OF COLORADO     )  
                                          ) ss.  
COUNTY OF GARFIELD    )

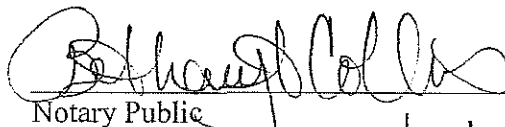
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of December 2007, by James D. Peterson and Hensley R. Peterson, as Grantor.

WITNESS my hand and official seal.

[SEAL]



My Commission Expires November 07, 2011

  
Notary Public

My commission expires: 11/7/11

**ACCEPTED by TRUST:**  
ASPEN VALLEY LAND TRUST,  
a Colorado nonprofit corporation;

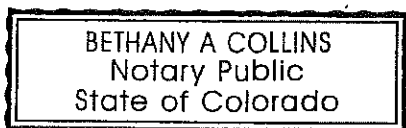
By:   
Martha Cochran, Executive Director

STATE OF COLORADO     )  
                                          ) ss.  
COUNTY OF GARFIELD    )

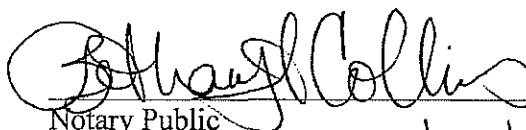
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of December 2007, by Martha Cochran, as Executive Director of ASPEN VALLEY LAND TRUST, a Colorado nonprofit corporation.

WITNESS my hand and official seal.

[SEAL]



My Commission Expires November 07, 2011

  
Notary Public

My commission expires: 11/7/11

Reception#: 740028  
12/27/2007 10:39:06 AM Jean Alberico  
18 of 22 Rec Fee:\$111.00 Doc Fee:0.00 GARFIELD COUNTY CO

**EXHIBIT A**  
Legal Description of Property

Our Order No: GW248843

**LEGAL DESCRIPTION**

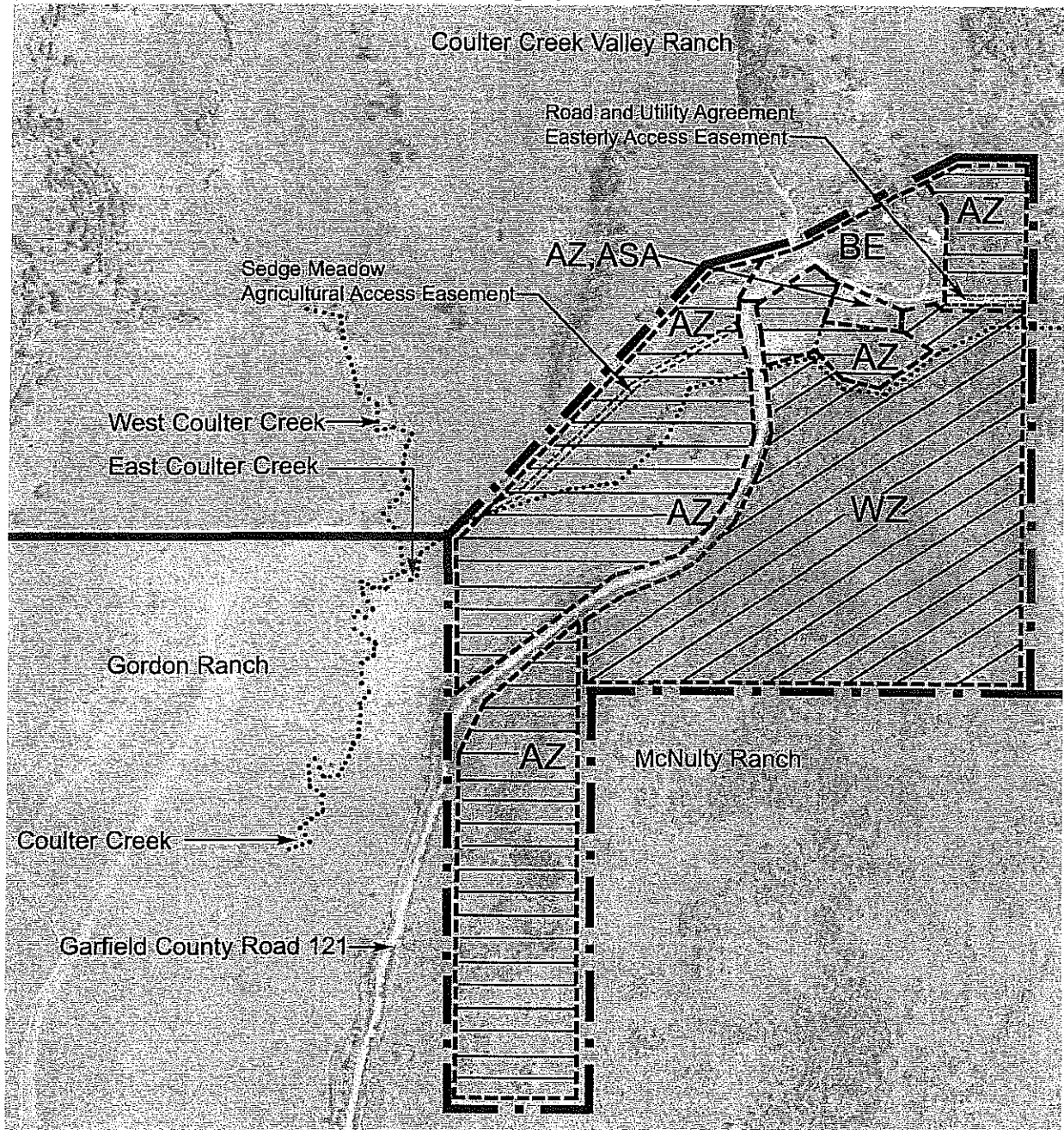
A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 6 SOUTH, RANGE 87 WEST OF THE  
THE 6TH P.M., SAID PARCEL BEING PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF A PARCEL OF LAND DESCRIBED IN BOOK 445 AT PAGE 131 OF THE  
GARFIELD COUNTY CLERK AND RECORDER'S RECORDS LYING SOUTH AND EAST OF THE  
FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN A FENCE LINE WHENCE THE N1/4 CORNER OF SAID SECTION 32  
BEARS N. 08 DEGREES 08' 21" E. 3959.68 FEET; THENCE ALONG SAID FENCE LINE THE  
FOLLOWING NINE (9) COURSES: N. 01 DEGREES 31' 21" W. 422.97 FEET; THENCE N. 37  
DEGREES 13' 37" E. 507.14 FEET; THENCE N. 11 DEGREES 16' 59" E. 119.87 FEET;  
THENCE N. 29 DEGREES 49' 20" E. 197.85 FEET; THENCE N. 23 DEGREES 10' 28" E.  
219.91 FEET; THENCE N. 88 DEGREES 48' 05" E. 109.21 FEET; THENCE N. 60 DEGREES  
55' 30" E. 504.23 FEET; THENCE N. 10 DEGREES 09' 32" E. 67.86 FEET; THENCE N.  
57 DEGREES 59' 22" E. 322.99 FEET; THENCE N. 90 DEGREES 00' 00" E. 573 FEET  
MORE OR LESS TO THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 445 AT  
PAGE 131

COUNTY OF GARFIELD  
STATE OF COLORADO

# **EXHIBIT B: Map of Property and Property Use Zones**



■ James & Hensley Peterson 78 Acres - "The Property"

AZ Agricultural Zone

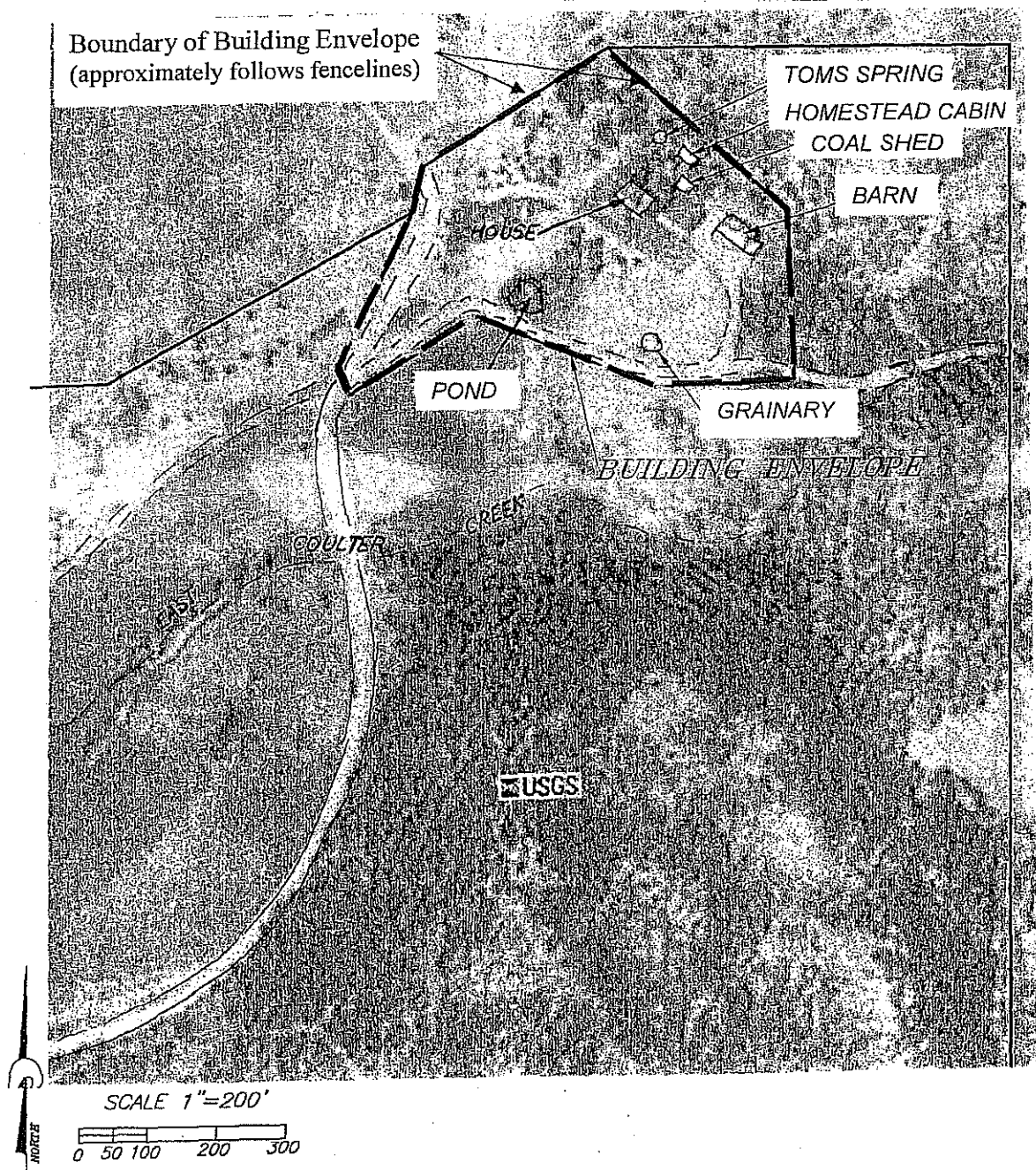
WZ Wildlife Zone

ASA Agricultural Structures Area

BE Building Envelope



**EXHIBIT C: Aerial Photo of Building Envelope**  
**SECTION 32, TOWNSHIP 6 SOUTH,**  
**RANGE 87 WEST, 6TH P.M.**  
**GARFIELD COUNTY, COLORADO**



  
**SCHMUESER | GORDON | MEYER**  
ENGINEERS | SURVEYORS

**SCHMUESER GORDON MEYER, INC.**  
118 W. 6TH STREET, SUITE 200  
GLENWOOD SPRINGS, COLORADO 81601  
(970) 945-1004 FAX (970) 945-5948  
ASPEN, COLORADO (970) 925-6727  
CRESTED BUTTE, CO (970) 349-5355

**PETERSON**

Job No. 2006-49 Date: OCT 2006 Drawn by: KW File: PE

**EXHIBIT D: Baseline Documentation Summary**  
*Prepared by Sarah Shaw, December 2007*

The Peterson Ranch is a 78-acre private ranch parcel owned by James and Hensley Peterson, located at the northerly end of Garfield County Road 121 and traversed by East Coulter Creek. Active uses of the property include seasonal livestock grazing and passive recreational activities such as hiking, horseback riding and general ranch maintenance and irrigation work.. Adjacent land uses are similar as the Coulter Creek Valley Ranch LLLP owns additional land contingent to the parcel.

The primary purpose of the conservation easement on the Peterson Ranch is to preserve, in perpetuity, relatively natural habitat for plants and wildlife, agricultural values, and scenic and open space values.

**Wildlife Habitat:** The Property contains significant wildlife habitat with a high diversity of native wildlife species. Except for the proposed building envelope which currently is the site of an historic residence, barn, homestead cabin, and landscaped grounds and pond, the property is undeveloped and undisturbed. The thick, vegetative cover of the oak-mountain shrublands provide cover and an abundance of berries, seeds and other forage for resident, migrating, and wintering animals. The Property contains overall range for elk, mule deer and black bear, migration areas and summer and winter range for mule deer, and severe winter range for elk. Regular sitings of bobcats and occasional sightings of bear and other carnivores indicate that this Property and the surrounding lands are inhabited by a fairly balanced wildlife community.

**Ecological:** The Property possesses significant high quality montane ecosystems including sagebrush shrubland, oak-mountain shrubland, and montane riparian, wetland, and grassland areas. Though the agricultural lands have caused fragmentation of the natural life zones on the Property and throughout the Coulter Creek Valley and the general region, the quality of the habitat still supports a remarkable diversity of native plant and wildlife species. The plant communities found on the Property are in good to excellent condition, evidence of the Peterson's careful stewardship of the land. Islands of diversity such as the tiny stands of spruce, aspen and Douglas fir along the ribbon of riparian habitat that bisects the property are home to a wildlife and vegetative community that represents at least half of the plant and animal species documented in the baseline study. In addition, Property is ecologically significant as part of a potentially larger conservation landscape and its protection represents an important step in encouraging adjacent and nearby landowners to place easements on their ranches in a region of Colorado where ranching is becoming a rarity and open agricultural landscapes are being converted into rural subdivisions.

**Scenic/Open Space Values:** This Property, located at the northerly end of the Coulter Creek Valley, provides considerable open space values. The scenic valley maintains an agricultural land use pattern of expansive ranch land and some low-density residential development at the southerly end on land previously owned by the Laurence family. Much of the valley floor is comprised of three historic ranch compounds and the accompanying pasture land. County Road 121 skirts the eastern flank of the valley, terminating at the entrance to the Peterson Ranch headquarters. The Property is visible to the public from about one-half mile of Garfield County Road 121, and from a parcel of land managed by the Bureau of Land Management (and used primarily by big game hunters), located to the west. Conservation of this Property preserves the ecological integrity and the scenic qualities of a valley in an area where open ranchland is rapidly transitioning to small-acre developments.

**Agricultural values:** Portions of the easement property are seasonally grazed by livestock. Areas include the open meadows adjacent to East Coulter Creek, and approximately twenty acres of the oak shrubland hillside in the southwestern portion of the Property. The grazing is carefully monitored by both the Petersons and the rancher who leases the Property, and is used in a manner that does not impair the conservation values or contribute significantly to soil erosion or weed management issues. Approximately 12 acres of the open meadow pastures along East Coulter Creek are irrigated.

## **EXHIBIT E**

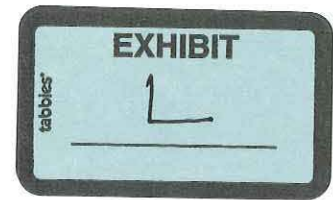
### **Water Rights**

The "Water Rights" include, without limitation, all of the Grantor's right, title and interests in any and all water and water rights beneficially used on the Property, and all canals, ditches, laterals, headgates, springs, ponds, reservoirs, water allotments, water shares and stock certificates, contracts, units, wells, and easements and rights of way associated therewith. The "Water Rights" include surface water rights and groundwater rights, whether tributary or nontributary, decreed or undeclared, and specifically Grantor's interest in the following:

0.4 cubic feet per second of water for irrigation from Prior Ditch No. 25 (a.k.a. Small Prior Ditch) located in Garfield County, Colorado in the NW1/4NE1/4SE1/4 of Section 32, Township 6 South, Range 87 West of the 6<sup>th</sup> P.M., Water District 38, Division 5, on Coulter Creek tributary to Cattle Creek, tributary to the Roaring Fork River, priority no.103, as decreed in case no. W3232 on May 11, 1889 with an appropriation date of August 25, 1884;

1.5 cubic feet per second of water for irrigation and domestic use from Toms Spring, located in Garfield County, Colorado in the SE1/4SW1/4NE1/4 of Section 32, Township 6 South, Range 87 West of the 6<sup>th</sup> P.M., Water District 38, Division 5, on Coulter Creek, tributary to Cattle Creek, tributary to the Roaring Fork River; as decreed in court case no. W1898 on December 31, 1973, with an appropriation date of December 31, 1910; and

0.9 acre feet of water for irrigation, recreation, fishery, fire and stock from Teal Pond, located in Garfield County, Colorado in the SE1/4SW1/4NE1/4 of Section 32, Township 6 South, Range 87 West of the 6<sup>th</sup> P.M., Water District 38, Division 5, on Coulter Creek, tributary to Cattle Creek, tributary to the Roaring Fork River, as decreed in case no. 99CW0173 on December 31, 1999 with an appropriation date of September 1, 1975;



April 16, 2009

Fred Jarman  
Garfield County Building & Planning  
108 8th Street, Suite 401  
Glenwood Springs, CO 81601

**RE: Peterson - Request for Vacation of 1904 Ralston Right of Way**

Dear Fred:

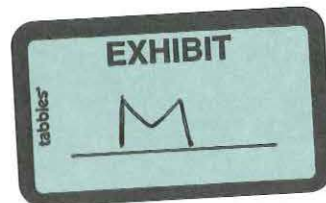
I have reviewed the proposal from Mr. James Peterson regarding the vacation of the 1904 Ralston right of way which crosses his property. Vacation of the right of way will not affect access to the property by emergency vehicles. Emergency access is currently is adequate via the existing County Road 121.

Please contact me if you have any questions or if I can be of any assistance.

Sincerely,

Bill Gavette  
Deputy Chief

cc: James Peterson



STATE OF COLORADO )  
 ) ss.  
COUNTY OF )

At a \_\_\_\_\_ meeting of the Board of County Commissioners for Garfield County, Colorado, held \_\_\_\_\_ in \_\_\_\_\_ on \_\_\_\_\_ the \_\_\_\_\_ day of \_\_\_\_\_, 2010, there were present:

\_\_\_\_\_, Commissioner  
\_\_\_\_\_, Commissioner  
\_\_\_\_\_, Commissioner Chairman  
\_\_\_\_\_, County Administrator  
\_\_\_\_\_, County Attorney  
\_\_\_\_\_, Clerk to the Board

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

RESOLUTION NO. \_\_\_\_\_ - \_\_\_\_\_

A RESOLUTION CONCERNED WITH VACATING A PORTION OF PUBLIC ROAD  
RIGHT-OF-WAY AND ACCEPTANCE OF AN EASEMENT DEED AS PUBLIC ROAD  
RIGHT-OF-WAY OTHERWISE KNOWN AS A PORTION OF COUNTY ROAD 121 FROM  
JAMES D PETERSON AND HENSLEY R. PETERSON

## Recitals

A. Garfield County is a legal and political subdivision of the State of Colorado for which the Board of County Commissioners is authorized to act.

B. James D. Peterson and Hensley R. Peterson (the “Applicants”) have applied to The Board of County Commissioners to vacate a portion of a deeded public road right-of-way, as such lies within the property of the Applicants as set forth below.

C. The public road right-of-way as set forth below is no longer needed as a public road right-of-way since, among other things, the Applicants have tendered to the County two deeds for alternative rights-of-way, including the land where County Road 121 has been built, in place, and used for decades through Applicants' property.

D. The Board of County Commissioners is entitled to vacate a public road right-of-way by resolution pursuant to the provisions of Section 43-2-303(1)(b), C.R.S. and Section 4-110 of the Garfield County Unified Land Use Resolution of 2008, as amended ("ULUR").

E. A duly noticed public hearing was conducted by the Board of County Commissioners concerning the need and appropriateness of vacating said public road right-of-way under the provisions of Section 43-2-303(2)(b), C.R.S., as amended and Section 4-110 of the ULUR, at which testimony and evidence were presented concerning the vacation of portions of the subject road and all interested parties were given an opportunity to attend, testify and present evidence..

F. The purpose of this proceeding is to vacate that portion of the deeded road right-of-way which is no longer required for road purposes.

G. The Board of County Commissioners is also entitled to accept right-of-ways properly dedicated to the public, for use by the public, and on behalf of the public, pursuant to the provisions of Section 43-2-201(1)(a), C.R.S., as amended.

H. The Board of County Commissioners wishes to accept dedication of a replacement public road rights-of-way from the Applicants as set forth below.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Garfield County, as follows:

1. That the foregoing Recitals are incorporated by this reference.
2. That portion of the deeded road right-of-way no longer needed for road purposes and described in Exhibit "A" attached hereto, should be and hereby is vacated.
3. That pursuant to the foregoing vacation, title to such property shall vest in the adjoining property owner(s), James D. Peterson and Hensley R. Peterson.
4. The foregoing vacation does not leave any property adjoining said public road right-of-way without an established public road connecting said land with another established public road.
5. This vacation does not leave any public land without access to a public road.
6. That this vacation is in the best interest and for the health, safety and welfare of the general public.
7. The Board of County Commissioners hereby accepts as the new public road right-of-way for County Road 121 the properties deeded by James D. Peterson and Hensley R. Peterson through the Easement Deeds attached hereto as Exhibits "B" and "C". The acceptance by this Resolution is limited to the descriptions contained therein.

*[Signature Page to Follow]*

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk to the Board

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

\_\_\_\_\_, Aye  
\_\_\_\_\_, Aye  
\_\_\_\_\_, Aye  
Commissioners

# "EXHIBIT A"

Centerline of one-lane unimproved road shown on Service (ps. survey dated November 20, 2004 extending northerly from Locked Gate No. 1. This road provides access through various restricted easements and/or prescriptive rights, to lands owned by Coulter Creek Valley Ranch LLP, Umi and Sharon Miesleink LLP, Consolidated Reservoir, Inc. for reservoir maintenance and Crystal River Ranch Co. LLP.

SWNE

60' CONNECTION R-O-W

Connector ROW

Point of beginning of the center-line of a 60' R-O-W to be granted to Garfield County as part of the vacation of a portion of the road on the Peterson 78-acre parcel as described in the 1904 Ralston R-O-W deed to Garfield County. This center-line is described in a roadway survey dated 27 November, 2004 by Samuel Phelps, Garfield County Surveyor.

Book 445, Page 131

Surveyed northerly property line of Peterson 78-acre parcel.

N 90°00'00" E  
573.17'

RALSTON CABIN  
PETERSON RANCH

POINT OF BEGINNING  
LAT 39°29'28.31905"  
LONG. 107°07'52.48025"  
N=1608032.66" E=2539657.19  
COLORADO STATE PLANE COORDINATES  
CENTRAL ZONE NAD 83

Sec 32

Exception  
Book 64, Page 73  
1904 Ralston R-O-W

Lot 1

Book 445, Page 131

NWSE

1904 Ralston ROW

Replacement ROW

Surveyed center-line of the existing improved County Road 121 extending northerly from the point where it crosses the westerly line of the Peterson 78-acre parcel to the Peterson's northerly property line which is also the centerline of the proposed 60' replacement R-O-W to be conveyed to Garfield County upon vacation of the 1904 Ralston R-O-W.

POINT OF ENDING AT WEST LINE GOV. LOT 1  
LAT 39°29'13.58817"  
LONG. 107°08'04.67744"  
N=1608038.49" E=2539672.32  
COLORADO STATE PLANE COORDINATES  
CENTRAL ZONE NAD 83.

ship 6 South, Range  
particularity

in Book 445 at Page  
der's records lying  
there

the N1/4 Corner of  
9.68 feet; thence along  
the

thence,  
thence,  
thence,  
thence,  
thence,  
thence,

Lot 4

## DESCRIPTION OF ROAD TO BE VACATED-1904 RALSTON R-O-W

A strip of land bounded and described in a warranty deed dated October 3, 1904 from Arnes Ralston to the Board of County Commissioners of Garfield County, recorded as Document No. 30250 in Book 64 at Page on January 5, 1905 as follows: Beginning at a point on the line to Lots 1 and 3 Section 32, Tp. 6 S., R. 87 W., 6th P.M., whence the SW corner, Sec. 32, in said Township bears South 55°33' W. 2626 feet,

## AMENDMENT TO ROAD EASEMENT AGREEMENTS

COULTER CREEK VALLEY RANCH, LLLP, a Colorado limited liability limited partnership ("Coulter Creek"), whose address is P.O. Box 1714, Aspen, CO 81612, and JAMES D. PETERSON AND HENSLEY R. PETERSON (collectively "Petersons"), whose address is P.O. Box 1714, Aspen, CO 81612, hereby agree as follows:

a. The parties have previously entered into three road, utility and/or access easement agreements, which agreements are further described as follows:

(1) Road and Utility Easement Agreement Easterly Access, dated November 8, 2007 and recorded in the real property records of Garfield County, Colorado on December 7, 2007 at Reception No. 738843 ("Easterly Access Easement");

(2) Road and Utility Easement Agreement Westerly Access, dated November 8, 2007 and recorded in the real property records of Garfield County, Colorado on December 7, 2007 at Reception No. 738844 ("Westerly Access Easement"); and

(3) Agricultural Easement Agreement (Sedge Meadow Agricultural Access) dated November 8, 2007 and recorded in the real property records of Garfield County, Colorado on December 7, 2007 at Reception No. 738845 ("Sedge Meadow Access Easement").

b. In exchange for Garfield County's vacation of a right-of-way across the Petersons' property known as the "Ralston right-of-way"), Petersons have agreed to dedicate two additional road rights-of-way to the Garfield County Board of County Commissioners (the "replacement" and "connector" rights-of-way), which rights-of-way shall extend north from the current northerly terminus of the improved Garfield County Road 121 along an existing unimproved roadway north to the north boundary of the Petersons' property, and then east along the northern boundary of Petersons' property to connect to the portion of the "Ralston" right-of-way that extends northward onto the Coulter Creek property (see Exhibit A which depicts the proposed rights-of-way to be dedicated and the "Ralston" right-of-way)

c. The parties wish to confirm that Coulter Creek does not object to the proposed additional public right-of-way dedications by Petersons to Garfield County, and that, to the extent applicable, the above-described easement agreements between Petersons and Coulter Creek shall be deemed amended hereby so that these private easement agreements shall have no future applicability to portions of the Petersons' property within the "replacement" and "connector" rights-of-way that Petersons propose to dedicate to Garfield County.

WHEREFORE, in consideration of the promises and agreements set forth herein, and for other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree as follows:

1. Coulter Creek hereby consents to Petersons' dedication to Garfield County of public road rights-of-way across the Petersons' property in the locations labeled as the "replacement" and "connector" rights-of-way upon the attached Exhibit A.

2. Upon Garfield County's acceptance of deeds for these two rights-of-way, and recordation of the same, the parties hereto confirm and agree that the terms and conditions of the Easterly Access Easement, the Westerly Access Easement, and/or the Sedge Meadow Access Easement shall not apply to any areas within the new public rights-of-way.

3. This document shall be recorded in the Garfield County real property records contemporaneously with deeds from Petersons to Garfield County for the new public rights-of-way.

4. Except as amended hereby, the Easterly Access Easement, the Westerly Access Easement and the Sedge Meadow Access Agreement shall remain in full force and effect.

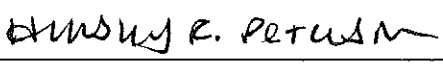
DATED this 31<sup>st</sup> day of March, 2010.

PETERSONS:

By:

  
James D. Peterson

By:

  
Hensley R. Peterson

COULTER CREEK:

COULTER CREEK VALLEY RANCH, LLLP  
a Colorado limited liability limited partnership

By:

  
James D. Peterson, general partner

STATE OF COLORADO }  
COUNTY OF PITKIN } ss.

Subscribed and sworn to before me by James D. Peterson and Hensley R. Peterson this 31 day of March, 2010.

WITNESS my hand and official seal.

My commission expires: 8/12/10

SUZANNE STEPHENS  
Notary Public  
State of Colorado

Stephane Segura  
Notary Public

STATE OF COLORADO }  
COUNTY OF PITKIN } ss.

Subscribed and sworn to before me by James D. Peterson as general partner of Coulter Creek Valley Ranch, LLLP, a Colorado limited liability limited partnership, this 31st day of MARCH, 2010.

WITNESS my hand and official seal.

My commission expires: 8/12/10

SUZANNE STEPHENS  
Notary Public  
State of Colorado

Suzanne Stephens  
Notary Public

# "EXHIBIT A"

Centerline of one-lane unimproved road shown on Survey Ina. survey dated November 29, 2004 extending northerly from Locked Gate No. 1. This road provides access through various recorded easements and/or prescriptive rights to lands owned by Coulter Creek Valley Ranch LLP, Jim and Sharon Wieston, LLP, Consolidated Reservoir, Inc. for reservoir maintenance and Crystal River Ranch Co. LLP.

SWNE

60' CONNECTION R-O-W

Connector ROW

Point of beginning of the center-line of a 60' R-O-W to be granted to Garfield County as part of the vacation of a portion of the road on the Peterson 78 acre parcel as described in the 1904 Ralston R-O-W deed to Garfield County. This center-line is described in a roadway survey dated 27 November, 2004 by Samuel Phelps, Garfield County Surveyor.

Book 445, Page 131

Surveyed northerly property line of Peterson 78 acre parcel.

N 90°00'00" E  
573.17'

RALSTON CABIN

PETERSON RANCH

POINT OF BEGINNING  
LAT 39°29'29.31805"  
LONG. 107°07'32.48025"  
N-1608032.66' E-2539657.19  
COLORADO STATE PLANE COORDINATES  
CENTRAL ZONE NAD 83

Sec. 32

Exception  
Book 64, Page 73  
1904 Ralston R-O-W

Lot 1

Book 445, Page 131

NWSE

Replacement ROW

Surveyed center-line of the existing improved County Road 121 extending northerly from the point where it crosses the westerly line of the Peterson 78 acre parcel to the Peterson's northerly property line which is also the centerline of the proposed replacement R-O-W to be conveyed to Garfield County upon vacation of the 1904 Ralston R-O-W.

POINT OF ENDING AT WEST LINE GOV. LOT 1  
LAT 39°29'13.58814"  
LONG. 107°08'04.67744"  
N-1606458.49' E-2538672.32  
COLORADO STATE PLANE COORDINATES  
CENTRAL ZONE NAD 83.

Ship 6 South, Range  
particularity

Book 445 at Page  
131's records lying  
on:

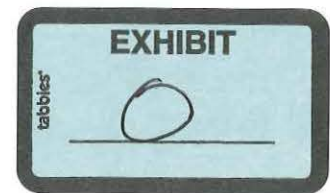
the N1/4 Corner of  
68 feet; thence along

ence,  
ence,  
ence,  
ence,  
ence,  
ence,  
ence,  
ence,

Lot 4

## DESCRIPTION OF ROAD TO BE VACATED-1904 RALSTON R-O-W

A strip of land bounded and described in a warranty deed dated October 3, 1904 from Amos Ralston to the Board of County Commissioners of Garfield County, recorded as Document No. 30260 in Book 64 at Page 73, on January 5, 1905 as follows: Beginning at a point on the line to Lots 1 and 3 Section 32, Tp. 6 S., R. 87 W., 6th P.M., whence the SW corner Sec. 32, in said Township bears South 55°33' W. 2626 feet.



**FIRST AMENDMENT TO  
DEED OF CONSERVATION EASEMENT IN GROSS**

***PETERSON RANCH - Garfield County***

THIS FIRST AMENDMENT TO DEED OF CONSERVATION EASEMENT IN GROSS ("Amendment") is executed this 31st day of March, 2010 by JAMES D. PETERSON and HENSLEY R. PETERSON ("Grantor"), and ASPEN VALLEY LAND TRUST, a Colorado nonprofit corporation having offices at 320 Main St. Suite 204 Carbondale CO 81623 (the "Trust") (collectively "the Parties").

WHEREAS, Grantor is sole owner in fee simple of approximately 78 acres of real property in Garfield County, State of Colorado (the "Property"), upon which a conservation easement to the Trust ("Conservation Easement") was granted via a Deed of Conservation Easement in Gross recorded in the Garfield County real property records at **Reception No. 740028 on December 27, 2007** ("Original Deed");

WHEREAS, Grantor now wishes to amend the Original Deed to permit the relocation of a county road right-of-way that does not overlay the actual county road alignment as built and in place across the Property. This will benefit the Parties, the Conservation Easement, and Garfield County by clarifying the public's right of access over and across the county road, while eliminating the potential for construction of an additional road on the Property;

WHEREAS, Specifically this Amendment is intended to permit the vacation of an obsolete 1904 Garfield County road right-of-way ("Ralston ROW") as it crosses through Grantor's house and other unimproved land on the Property, and to relocate such right-of-way for County Road 121 on top of the existing improved gravel road now in place on the Property. In addition, Grantor wishes to grant Garfield County a short "connector" right-of-way within the Building Envelope that joins County Road 121 to the existing Ralston ROW north of the Property. The net result will be to clarify and correct the location of rights-of-way on the Property, and to reduce potential impact to the Property and its Conservation Values that would result if a road was constructed within the currently existing Ralston ROW; and

WHEREAS, The Parties wish to amend the Original Deed pursuant to Section 16, "Amendment", of the Original Deed, which permits amendment if circumstances arise under which an amendment to the Original Deed would be appropriate to promote the purposes of the Easement, provided that it does not affect the qualification of the Easement under applicable C.R.S. or Internal Revenue Code statutes and regulations, and that it not confer private benefit to the Grantor or any other individual or entity greater than the benefit the general public.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree to amend the Original Deed as follows:

1. Section 6. Prohibited and Permitted Uses. Section 6.4 of the Original Deed is hereby amended and restated, in its entirety, to read as follows (revised or additional language is underlined):

*Grantor reserves to itself and to its personal representatives, heirs, successors, and assigns, all rights and obligations accruing from its ownership of the Property, including the right to engage in all uses of the Property not expressly prohibited herein that are consistent with the preservation and protection of the Conservation Values of the Property. Grantor is prohibited from any activity on or use of the Property inconsistent with the preservation and protection of the Conservation Values. Grantor has the burden to prove that Grantor's proposed uses are consistent with the preservation and protection on the Conservation Values of the Property.*

*Whenever this Easement requires that Grantor obtain Trust's approval for any activity or use of the Property, or if Grantor decides there is a question as to whether an activity or use is consistent with the preservation and protection of the Conservation Values and Grantor desires approval for that activity or use, Grantor shall notice the Trust in advance and describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity or use in sufficient detail to permit the Trust to make an informed judgment as to its consistency with the terms of this Easement. Within 30 days of receipt of such request or notice, the Trust shall grant or withhold, in its sole discretion, its approval in writing to Grantor. The Trust's written approval or denial to Grantor shall also set forth the Trust's reason(s) for its determination, along with any modifications to the proposed use or activity (of which the Trust is aware) that would render the same consistent with the purposes of the Easement.*

*The following uses and practices by Grantor, though not an exhaustive recital, are either consistent with and permitted, or inconsistent with and prohibited by this Easement Deed. Expressly permitted uses are to be conducted in a manner consistent with the preservation and protection of the Conservation Values of the Property, pursuant to Section 170(h)(3) of the Code, and C.R.S. § 38-30.5-102. **The permitted and prohibited uses described in this Section 6 shall not apply to the Property within the 5-acre Building Envelope, as shown on Exhibit C attached hereto and incorporated herein, except for Sections 6.1 and 6.8, herein, which shall apply equally to all of the Property.***

2. Section 6.4. Roads and Motor Vehicles. Section 6.4 of the Original Deed is hereby amended and restated, in its entirety, to read as follows (revised or additional language is underlined):

Grantor may maintain, realign, widen and improve an existing single lane road that crosses the eastern-most Agricultural Zone of the Property, as shown in **Exhibit B**, herein ("**Easterly Access Easement**"), according to the terms and conditions of the Road and Utility Easement recorded under Reception No. 738843. The Trust also acknowledges the existence of the Sedge Meadow Easement Agreement recorded under Reception No. 738845, which crosses a portion of the Agricultural Zone, also shown approximately on **Exhibit B**. Grantor has the right to formally vacate a portion of a 60-foot wide Right-of-Way ("ROW") from its current alignment legally described by a deed transferred by Amos Ralston to the Garfield County Board of County Commissioners on January 3, 1904 at Book 64 Page 73 (the "**Ralston ROW**"), and relocate such ROW onto and over the existing improved gravel road identified as County Road 121 on **Exhibit F**, herein ("**Relocated ROW**"). Such Relocated ROW shall be 60 feet wide and deeded to Garfield County expressly for county road purposes. Additionally, Grantor may grant to Garfield County a 60-foot wide ROW along the northern boundary of the Property, also shown in **Exhibit F**, herein, as the "**Connection ROW**", for the express purpose of connecting the Relocated ROW to that unvacated portion of the Ralston ROW located immediately north of the Property. Garfield County shall have the right to use this Connection ROW for county road purposes if necessary. A survey of the Ralston ROW, the Relocated ROW and the Connection ROW is attached hereto as **Exhibit F** (which Exhibit is hereby incorporated into the Easement by this reference). Grantor may grant additional non-exclusive access easements across existing private roads on the Property, which if located outside of the Building Envelope shall require prior approval from the Trust, pursuant to Section 6, as amended above. The Parties acknowledge the existence of certain access and utility easements, recorded in the Garfield County real property records as Reception Nos. 178596, 681907, 234575, 738843, 738844 and 738845, that burden the Property, and such easements may be modified, amended, terminated or maintained by the Grantor without further approval from the Trust. Off-road use of motorized vehicles is prohibited in the Wildlife Zone, except as necessary for property maintenance and emergencies;

**3. Section 7. Access.** Section 7 of the Original Deed is hereby amended and restated, it its entirety, to read as follows (revised or additional language is underlined):

Grantor hereby prohibits the public any more than visual access to any portion of the Property, except that Grantor is required to provide public access within the County Road 121 Rights-of-Way described in Section 6.4, as amended above. Grantor may permit public access to the rest of the Property on such terms and conditions as it deems appropriate, provided that such access is consistent with the terms of this Easement Deed.

**4. Exhibit F, Survey of relocated County Road 121 ROW, Connection ROW and vacated Ralston ROW.** By this instrument, Exhibit F, attached hereto, is added to and included in the Original Deed.



**ACCEPTED by TRUST:**

ASPEN VALLEY LAND TRUST,  
a Colorado nonprofit corporation,

By: Martha Cochran  
Martha Cochran, Executive Director

STATE OF COLORADO    )  
                                          ) ss.  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of March, 2010, by Martha Cochran, Executive Director of ASPEN VALLEY LAND TRUST, a Colorado nonprofit corporation.

WITNESS my hand and official seal.  
[SEAL]

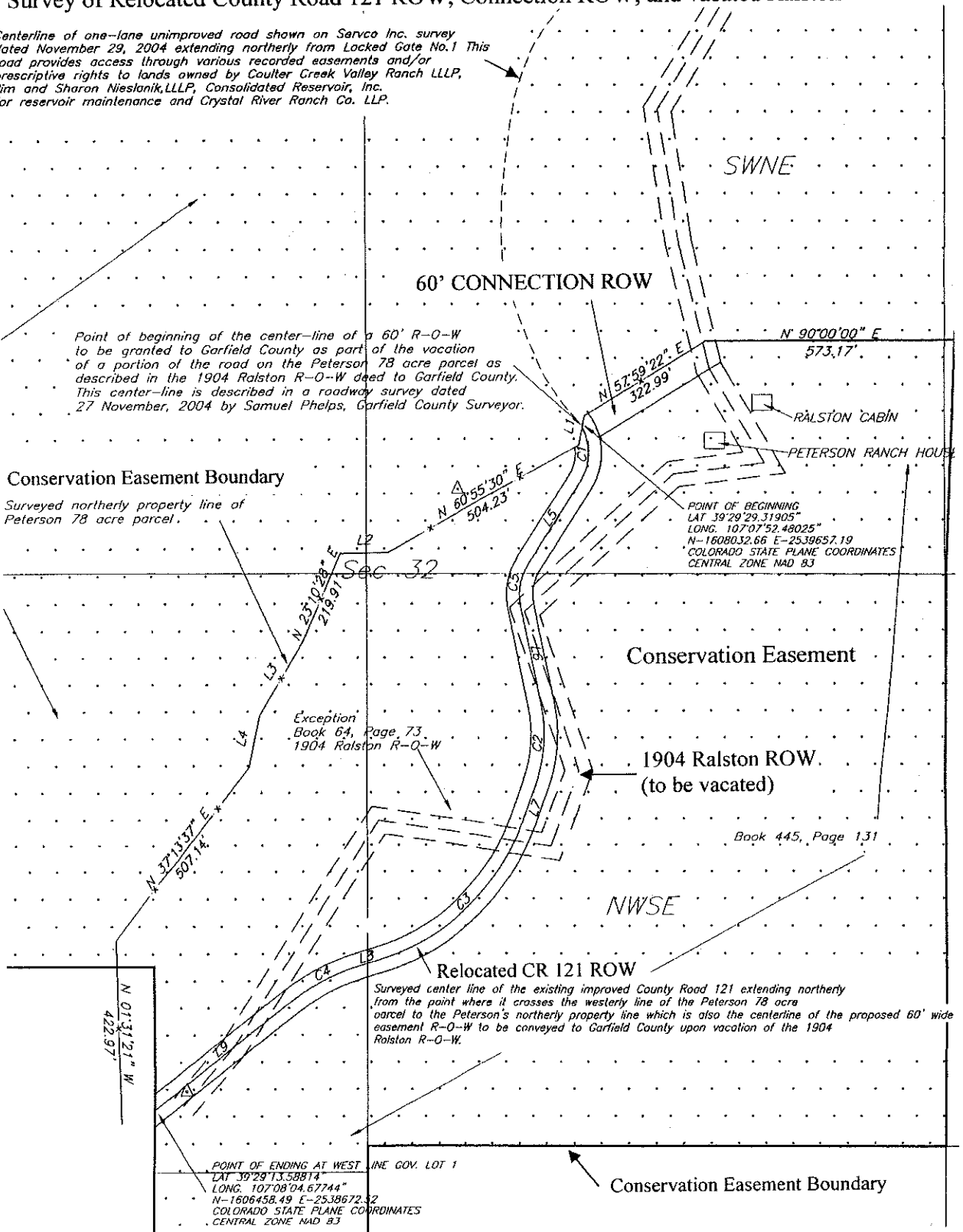


Suzanne Stephens  
Notary Public  
My commission expires: 8/12/10

# EXHIBIT F

## Survey of Relocated County Road 121 ROW, Connection ROW, and vacated Ralston ROW

Centerline of one-lane unimproved road shown on Sarco Inc. survey dated November 29, 2004 extending northerly from Locked Gate No.1 This road provides access through various recorded easements and/or prescriptive rights to lands owned by Coulter Creek Valley Ranch LLLP, Jim and Sharon Nieslanik, LLLP, Consolidated Reservoir, Inc. for reservoir maintenance and Crystal River Ranch Co. LLP.





## QUITCLAIM DEED

THIS QUITCLAIM DEED, made this \_\_\_\_ day of \_\_\_\_\_, 2010, between CRYSTAL RIVER RANCH CO. LLP, a Colorado limited liability partnership, whose address is 555 17<sup>th</sup> Street, Suite 2400, Denver, Colorado, 80202 ("Grantor") and JAMES D. PETERSON AND HENSLEY R. PETERSON, whose address is P.O. Box 1714 Aspen, CO (collectively, "Grantee").

KNOW ALL MEN BY THESE PRESENTS, that the Grantor, for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and quitclaim unto the Grantee, its successors and assigns, forever, all the right, title, interest, claim and demand which the Grantor has in and to a portion of a roadway access crossing Grantee's property described within Exhibit A hereto and located in Garfield County, Colorado. A Road Easement Agreement including the above mentioned portion crossing Grantee's Property was recorded on September 9, 2005 as Reception No. 681907 in the records of the Clerk and Recorder for Garfield County, Colorado

The purpose of this Quitclaim Deed is to release all of Grantor's rights under the Road Easement Agreement on Grantee's Property described within Exhibit A in exchange for the creation and establishment of the public right-of-way referred to below. The consideration for this Quitclaim Deed is the granting by Grantee to the Board of County Commissioners for Garfield County, Colorado of that public right-of-way by special warranty deed recorded on \_\_\_\_\_, 20\_\_, in the records of the Clerk and Recorder for Garfield County, Colorado as Reception No. \_\_\_\_\_, which public right-of-way will provide Grantor access over and across the property of Grantee to the permanent easement vested in Grantor under the Road Easement Agreement over and across the property of Coulter Creek Valley Ranch, LLLP to its connection with Grantor's property.

TO HAVE AND TO HOLD the same, together with all appurtenances and privileges thereunto belonging, or anywise thereunto appertaining.

IN WITNESS WHEREOF, the Grantor has executed this Quitclaim Deed on the day and year above first written.

**CRYSTAL RIVER RANCH CO. LLP,**  
a Colorado limited liability partnership

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Sue Anschutz - Rodgers,  
as its General Partner

STATE OF COLORADO     )  
                                          ) ss  
COUNTY OF GARFIELD    )

The above and foregoing document was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by Sue Anschutz-Rodgers, as General Partner for the Crystal River Ranch Co. LLP, a Colorado Limited Liability Partnership.

Witness my hand and official seal.

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

My commission expires: \_\_\_\_\_  
My address is: \_\_\_\_\_

# **LAND USE CHANGE PERMIT**

for

A 350 ACRE PARCEL OF LAND OWNED BY THE PUCKETT LAND COMPANY LOCATED FOUR MILES NORTHWEST OF PARACHUTE, COLORADO, OFF OF COUNTY ROAD 215 IN SECTIONS 28 AND 29 TOWNSHIP 6 SOUTH, RANGE 96 WEST OF THE 6TH PM, GARFIELD COUNTY, COLORADO, AS LEGALLY DESCRIBED IN **Resolution No. 2010-18**, recorded by reception number 784391.

PARCEL # 2171-291-00-005

In accordance with and pursuant to the provisions of the Garfield County Unified Land Use Resolution of 2008, as amended, and **Resolution No. 2010-18** of the Board of County Commissioners of Garfield County, State of Colorado, hereby authorizes, by Land Use Change Permit, the following activity:

## **“Storage: Supplies, Machinery, Equipment, and Products” (LIPA6239)**

The Land Use Change Permit is issued subject to the conditions set forth in the above-mentioned resolution, and shall be valid only during compliance with such conditions and other applicable provisions of the Garfield County Unified Land Use Resolution of 2008, as amended, Building Code, and other regulations of the Board of County Commissioners of Garfield County, Colorado.

ATTEST:

GARFIELD COUNTY BOARD OF  
COMMISSIONERS, GARFIELD  
COUNTY, COLORADO

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Clerk of the Board

**FIRST AMENDED ACKNOWLEDGMENT OF SATISFACTION**  
**RELEASE OF REVEGETATION SECURITY**  
**ENCANA OIL AND GAS (USA) INC. – PICEANCE GATHERING PIPELINE**  
**BOCC MEETING: 04/12/10**

**Recitals**

1. In June 2006 Encana Oil and Gas (USA) Inc. received an administrative permit from the County to construct the 28-mile long Piceance Gathering Pipeline. As part of this permit, Encana Oil and Gas (USA) Inc. provided the County with a \$785,000 bond to guarantee re-vegetation.
2. In 2007 Encana Oil and Gas (USA) Inc. transferred the administrative permit to Enterprise Gas Processing LLC. Enterprise Gas Processing LLC subsequently constructed the pipeline and re-seeded the area disturbed by the pipeline construction. The \$785,000 bond provided by Encana Oil and Gas (USA) Inc. continued to serve as the re-vegetation security.
3. In October 2009, WestWater Engineering conducted a survey of the pipeline route and discovered areas of weed infestation over about 10% of the pipeline route. Westwater's results were collaborated by County Vegetation Manager Steve Anthony.
4. On November 4, 2009 Enterprise Gas Processing LLC provide the County with a bond for \$78,500 to guarantee weed management and re-vegetation of the areas identified in Westwater's October 2009 report.
5. On November 3, 2009 Encana Oil and Gas (USA) Inc. requested the release of the \$785,000 bond (Travelers Bond No. 105073449).
6. The purpose of this First Amendment is to correct the bond permit number from RLB0009334 on the original Acknowledgement of Satisfaction (recorded with reception #778078) to a new Travelers Bond No. 105073449.

**Acknowledgement**

NOW THEREFORE, at the request of, Encana Oil and Gas (USA) Inc., the BOCC hereby:

1. There exist no potential claims against, Encana Oil and Gas (USA) Inc. and RLI Insurance Company under the terms and conditions of bond number Travelers Bond No. 105073449 for any of the uses under the Piceance Gathering Pipeline Project.
2. Garfield County, thorough the Board of County Commissioners, hereby releases RLI Insurance Company from performance of its obligations under bond number Travelers Bond No. 105073449.

ATTEST:

BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO

\_\_\_\_\_  
Clerk to the Board

By:

\_\_\_\_\_  
John Martin, Chairman

Date: \_\_\_\_\_

County of Garfield

John Martin, Commission Chairman  
Tresi Houpt, Commissioner  
Mike Samson, Commissioner  
Don DeFord, County Attorney  
Jean Alberico, Clerk of the Board  
Ed Green, County Administrator

RESOLUTION NO. 2010-

WHEREAS, Garfield County, Colorado, is a legal and political subdivision of the State of Colorado, and is organized pursuant to the Constitution and Laws of the State of Colorado;

WHEREAS, the Board of County Commissioners of Garfield County, Colorado, did on June 16, 2008 duly adopt and enact the Garfield County Building Code, Resolution 2008-87, September 13, 2004 duly adopt and enact the Garfield County Building Code, Resolution No. 2004-86, and on October 18<sup>th</sup>, 2004 duly adopted and enacted the Correction of Resolution No.2004-86 under Resolution 2004-101 providing for the regulation of construction or alteration of dwellings, buildings, and structures, together with plumbing and electrical installations therein, or in connection therewith;

WHEREAS, the General Assembly of the State of Colorado enacted certain energy conservation standards for the construction of residential and non-residential structures under Colorado Revised Statutes 30-28-211, which requires every board of county commissioners that has adopted a building code to adopt an energy conservation code;

WHEREAS, a public hearing was held before the Board of County Commissioners of Garfield County, Colorado, on March 1, 2010 and continued to April 5, 2010 at the Garfield County Commissioners' Hearing Room, 108 8th Street, Glenwood Springs, Colorado, at which time and place, the public was invited to make statements for or against adoption of the proposed building codes and; including amendments to permit fees.

WHEREAS, the above public hearing was duly advertised in accordance with Colorado Revised Statute 30-28-204 at least 14 days prior to the public hearing;

WHEREAS, at the above public hearing on April 5, 2010 the Board of County Commissioners did approve amendments to the 2009 building codes;

WHEREAS, at the above public hearing the Board of County Commissioners also approved amendments to the fee schedule Exhibit B;

WHEREAS, the Board of County Commissioners of Garfield County, hereby finds that adoption of the proposed Building Code is in accordance with public health, safety, morals and general welfare and safety, protection and sanitation of such dwellings, buildings and structures, in the unincorporated areas of Garfield County;

WHEREAS, the Board of County Commissioners of Garfield County, Colorado, determines that all previous building codes of the County should be repealed and a new Code be adopted.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Garfield County, Colorado, that the following be and hereby is adopted and enacted pursuant to Title 30, Article 28 of the Colorado Revised Statutes of 1973, as amended, as the Garfield County Building Code Resolution of 2010.

#### SECTION I-TITLE

The resolution may be cited for all purposes as the "Garfield County Building Code Resolution of 2010", or the purpose of brevity, the "2010 Building Code," and may be referred to herein as "this Resolution." This Resolution shall include those codes set forth below as adopted by reference with amendments.

#### SECTION II-PURPOSE

The provisions of this Resolution are made with a reasonable consideration of, and in accordance with a plan designed to promote the public health, safety, morals and general welfare,

and the safety, protection, and sanitation of the dwellings, buildings, structures, and equipment, regulated hereby in Garfield County, Colorado.

### SECTION III-SCOPE

The provisions of this Resolution shall apply to the future construction or alteration of all dwellings, buildings, and structures in the entire unincorporated area of Garfield County, Colorado together with plumbing, mechanical, and electrical installations therein or in connection therewith. Buildings or structures used for the sole purpose of providing shelter for agricultural implements, farm products, livestock, or poultry shall be exempted from regulations under this Resolution. Where in any specific case, different sections of this Resolution, the Zoning Resolution or other resolutions of Garfield County or other governmental body specify different requirements, the most restrictive shall govern.

### SECTION IV - ADOPTION OF INTERNATIONAL CODES

The Board of County Commissioners adopts by reference all of the provisions of the 2009 International Building Code (IBC), 2009 International Residential Code (IRC), 2009 International Mechanical Code (IMC), 2009 International Plumbing Code (IPC), the 2009 International Fuel Gas Code (IFGC), and the 2009 International Energy Conservation Code (IECC) except to the extent modified and amended and hereby adopted as set forth in Exhibit "A" attached hereto and incorporated by this reference. The above-referenced International Codes, collectively, shall be referred to and known as the "Garfield County Building Code of 2010." Fees related to permits are outlined in Exhibit "B" attached hereto and incorporated by this reference and are hereby adopted.

### SECTION V - REPEAL OF PRIOR CODE

The Board of County Commissioners hereby repeals the Garfield County Building Code of 2008 as adopted in Resolutions 2008-87, 2004-86 and 2004-101

### SECTION V - EFFECTIVE DATE

This Resolution shall become effective on the 1<sup>st</sup> day of July, 2010, and all Building Permit Applications submitted on or after the effective date shall be subject to all of the provisions of this resolution, including but not limited to any fee schedule changes.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 2010.

ATTEST:

GARFIELD COUNTY BOARD OF  
COMMISSIONERS GARFIELD COUNTY,  
COLORADO

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Chairman

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

|                            |            |
|----------------------------|------------|
| <u>Chairman Martin</u>     | <u>Nay</u> |
| <u>Commissioner Houpt</u>  | <u>Aye</u> |
| <u>Commissioner Samson</u> | <u>Aye</u> |

STATE OF COLORADO     )  
                                      )ss  
County of Garfield        )

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

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of said County, at Glenwood Springs, this \_\_\_\_ day of \_\_\_\_\_, A.D. 2010

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

\_\_\_\_\_.

# Exhibit A – Alteration to International Codes

## I. RULES OF CONSTRUCTION

### A. Appendices and Tables

Adoption by reference of the below stated Codes shall include the appendices published in each Code volume as specifically listed in this document.

### B. Substitution of Terminology

Wherever the word "ordinance" appears in the adopted Codes the word "resolution" shall be substituted therefore; similarly, the word "County" shall be substituted for "City" or "Municipality"; "Board of County Commissioners of Garfield County, Colorado" shall be substituted for "City Council", "appointing authority", "chief appointing authority of the municipality", and "Director of Public Works"; "County Building Official" shall be substituted for "Administrative Authority"; and "Board of Review" shall be substituted for "Board of Appeals". In any case, the International Codes adopted herein shall be read and construed in the context of application to a County factual situation.

## II. 2009 INTERNATIONAL RESIDENTIAL CODE FOR ONE- AND TWO-FAMILY DWELLINGS (I.R.C.)

### A. Additions and Modifications: The Sections of the I.R.C. are adopted subject to the following additions or modifications:

#### 1. Section R101.1 is amended to read as follows:

**R101.1 Title.** This code shall be known as the *Residential Code for One- and Two-Family Dwellings* of Garfield County, Colorado. This code shall apply to all of the unincorporated area of Garfield County, Colorado

#### 2. Section R102.7 is amended to read as follows (Section R102.7.1 remains as written):

**R102.7 Existing structures.** The legal occupancy of any structure existing on the date of adoption of this code shall be permitted to continue without change, except as is specifically covered in this code, the *International Fire Code* or as is deemed necessary by the building official for the general safety and welfare of the occupants and the public.

#### 3. Section R104.1 is amended to read as follows:

**R104.1 General.** The Building Official is hereby authorized and directed to enforce all

of the provision of this code; however, a guarantee that all building and structures have been constructed in accordance with all of the provisions of this code is neither intended nor implied. The Building Official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in conformance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

4. Section R104.8 is amended to read as follows:

**R104.8 Liability.** The adoption of this code, and any previous codes adopted by Garfield County, shall not be deemed to give rise to a duty of care on the part of any public entity, public employee or agent, nor shall this code or any previous codes be deemed to create any civil remedy against a public entity, public employee or agent. The building official, member of the board of review or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The building official or any subordinate, acting in good faith, shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

5. Section R105.1 is amended to add the following subsections:

**R105.1.1 Reroofing permit.** A permit is required to reroof a residence.

6. Section R105.2 is amended to read as follows:

**R105.2 Work exempt from permit.** Permits shall not be required for the following. Exemption from the permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction.

- a. One-story detached accessory structures used as a tool and storage sheds or playhouses, provided the floor area does not exceed 200 square feet.
- b. Fences not over 6 feet high used for non-agricultural uses and any fence built for agricultural purposes that is a post and wire construction.
- c. Retaining walls which are not over 4 feet in height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge.

- d. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.
- e. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- f. Prefabricated swimming pools that are less than 24 inches deep.
- g. Swings and other playground equipment.
- h. Window awnings supported by an exterior wall which do not project more than 54 inches from the exterior wall and do not require additional support.
- i. Recreational cabins as defined herein.
- j. Decks that are not more than 30 inches above grade at any point.
- k. Sidewalks and driveways not more than 30 inches above the adjacent grade, and not over any basement or story below and are not part of a accessible route.
- l. Individual mechanical, electrical, or gas work not included in a building permit.
- m. Covered porches, roof structures and patio covers less than 10 feet in depth and/or less than 200 square feet in area and the walking surface is less than 30 inches to grade.

7. Section R105.5 is amended to read as follows:

**R105.5 Expiration.** Every permit issued by the building official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Permits must pass a required inspection during every 180 day period after each inspection in order not to be considered suspended or abandoned. On expired permits, before such work can be recommenced, a re-issued or new permit shall be obtained. The fee for a re-issued or new permit shall be one-half the permit fee of the original permit, provided no changes have been made in the original plans and specifications for such work, and further provided that such suspension or abandonment has not exceeded one year. Changes in plans and specifications shall require an additional permit fee and plan review fee as described in section R106 and section R108. Any nullified permit where the suspension or abandonment have exceeded one year will require the permittee to pay a new permit fee plus plan review fee.

Any person holding an unexpired and valid permit may apply for an extension of time to commence work, return to work or complete work under that permit by submitting a written request describing good and satisfactory reason for such extension. This request shall be received prior to the date on which the original permit expires or becomes null and void. An extended permit is valid for 180 days from the date of the extension, does not require compliance with codes adopted since the original permit was issued, and does not require payment of new fees. No permit shall be extended more than twice.

When a permit has expired or been nullified and a new addition of the building code has been adopted, the original plans shall be reviewed and required to comply with the current code. The permittee shall pay a new plan review fee based on the current projected valuation plus the applicable fee listed above.

8. Section R106 is amended by adding a new subsection to read as follows:

**R106.1.4 Proof of water and sewer.** The applicant shall provide documentation that water and sewer taps have been obtained from the appropriate utility district when the property will be served by the district.

9. Section R106.2 is amended by adding the following:

**R 106.2.1 Additional Site Plan Requirements.**

Any site plan for the placement of any portion of a structure within 50ft. of a property line and not within a previously surveyed building envelope on a subdivision final plat shall be prepared by a licensed surveyor and have the surveyor's signature and professional stamp on the drawing. Any structure to be built within a building envelope of a lot shown on a recorded subdivision plat, shall include a copy of the building envelope as it is shown on the final plat with the proposed structure located within the envelope.

10. Section R107 as written is deleted and replaced with the following:

**R107.1 Temporary housing.** The building official may allow a home owner/builder to place temporary housing in the form of a self contained mobile home, camper or recreational vehicle; or properly placed mobile home connected to an approved individual sewage disposal system, during active construction of a permanent home.

**R107.2 Occupancy.** Temporary housing shall be; inhabited by the owner/builder to which the approval has been given; located at a construction site for which a building permit has been issued and is currently unexpired; and, provided with a water supply and sanitation system approved by the building official.

**R107.3 Approval validity.** The approval is valid while the building permit is valid and occupancy will be discontinued upon final inspection or invalidation of the building permit.

11. Section R108.2 is amended to read as follows:

**R108.2 Schedule of permit fees.** On buildings, structures, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for the permit shall be paid as required, in accordance with the attached Exhibit B, building permit fee schedule.

12. Section R108.6 is amended by adding a subsection:

**R108.6.1 Penalty fee.** Work being done without a permit will be subject to a fee or penalty equal to the permit fee. This fee or penalty is in addition to the permit and plan check fees.

13. Section R108.5 is amended to read as follow:

**R108.5 Refunds.** The building official is authorized to establish a refund policy. The building official may authorize refunding of all or a portion of the permit fee paid when no work has been done under a permit issued in accordance with this code. The building official shall not authorize refunding of any fee paid except on written application filed by the original permittee.

14. Section R109.3 is amended to read:

**R109.3 Inspection requests.** It shall be the duty of the person doing the work, the owner, contractor or subcontractor to know that the building or structure has a valid permit and to notify the building department when work is ready for inspection. Upon conviction, a fine will be assessed to the person doing the work, the owner, contractor or subcontractor if work is being done without a permit and the inspection is not requested per section R109. It shall be the duty of the person doing the work, the owner, contractor or subcontractor requesting any inspections required by this code to provide legal and adequate access and means for inspection of such work. Such request for inspection may be in writing or by calling the 24-hour automated telephone answering system.

15. Section R109.5 is added to read:

**R109.5 Reinspections.** A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. Reinspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failing to provide access on the date for which the inspection is requested or deviating from the approved plans. In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the reinspection fee has been received by the building department.

16. Section R111 is amended to read as follows:

**R111.1 Connection of service utilities.** . This subsection deleted.

**R111.2 Temporary connection.** This subsection deleted.

Section **R111.3** is retained as part of the code.

17. Section R112 is amended to add the following:

In Sec R112 and where ever in this code there is reference made to Board of Appeals, it shall be amended to read Board of Review.

18. Section R113.1 is amended to read as follows:

**R113.1 Unlawful acts.** Any *person* as defined herein (Section R202) who erects, constructs, reconstructs, remodels, enlarges, alters, repairs, moves, improves, converts, demolishes, equips, uses, occupies, or maintains any building or structure, or any part of a building or structure, in the unincorporated area of Garfield County or causes the same to be done, contrary to or in violation of any provisions of this code, or any provisions of part 2, article 28, title 30, C.R.S., 2009, as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined not more than \$100.00, or by imprisonment in the county jail for not more than ten days, or both by such fine and imprisonment. Each and every day during which such illegal erection, construction, reconstruction, remodel, enlargement, alteration, repair, move, improvement, conversion, demolition, maintenance or use continues shall be deemed a separate offense. Nothing herein limits or alters the penalties and other enforcement actions that may be authorized by part 2, article 28, title 30, C.R.S., 2009, as amended. In case any building or structure is or is proposed to be erected, constructed, reconstructed, enlarged, altered, repaired, moved, improved, converted, demolished, maintained or used in violation of this code or of any provision of part 2, article 28, title 30, C.R.S., as amended, the County Attorney, the Board of County Commissioners of Garfield County, or any owner of real estate within the area subject to this code, in addition to other remedies provided by law, may institute an appropriate action for injunction, mandamus or abatement to prevent, enjoin, abate, or remove such unlawful erection, construction, reconstruction, remodel, enlargement, alteration, repair, move, improvement, conversion, demolition, maintenance or use.

19. Section R202 is amended by adding or replacing the following definitions within the alphabetical order of the existing definitions.

a. **ACCESSORY STRUCTURE.** A structure not greater than 3,000 square feet (279 sq. m.) in floor area and not over two stories in height, the use of which is customarily accessory to and incidental to that of the dwelling(s) and which is located on the same *lot*. Accessory buildings other than approved accessory dwelling units are not allowed to have a shower or a bath.

b. **AGRICULTURAL BUILDING.** A structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products. This structure shall not be a place of employment where agricultural products are processed, treated or packaged, nor shall it be a place used by the public. The sole purpose of the

building must be agricultural. Excluded from the definition of agricultural building are structures enclosing indoor riding arenas with an occupant load of 10 or more.

c. **BUILDING.** Building shall mean any one-and two-family dwelling or portion thereof, including townhouses, that is used, or designed or intended to be used for human habitation, for living, sleeping, cooking or eating purposes, or any combination thereof, and shall include accessory structures thereto.

Minimum building dimension is (20) feet wide and twenty (20) feet long.

d. **BEDROOM.** A room which is designed as a sleeping room, a loft, a mezzanine or a room or area that can be used as a sleeping room and contains a closet.

e. **CERTIFICATE OF OCCUPANCY.** A written notification from the building official to the property owner that the work covered under the permit is complete and the permit is closed.

f. **DWELLING UNIT.** A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation, and having just one kitchen.

g. **FACTORY BUILT BUILDING.** A building which is assembled in a facility that has been approved by the State of Colorado, built to the building plumbing and mechanical codes as adopted by the Colorado Division of Housing, with the work performed at the facility inspected by and bearing the Colorado Division of Housing identification label.

h. **FIRE DEPARTMENT OFFICIAL.** The chief officer of any of the fire protection districts within Garfield County, or the chief officer's authorized representative.

i. **HEIGHT, BUILDING.** See Garfield County Zoning for building height restrictions.

j. **KITCHEN.** A room or area that is designated to be used for the cooking and preparation of food, which contains one or more standard size kitchen appliances or fixtures.

k. **MANUFACTURED HOME.** A single family dwelling which is partially or entirely assembled in a factory, is not less than twenty feet in width and twenty feet in length, is installed on an permanent foundation, has a brick, wood or cosmetically equivalent exterior and a pitched roof, is certified pursuant to the "National Manufactured Housing Construction and Safety Standards Act of 1974", 42 U.S.C. 5401 et seq., as amended, and bearing the H.U.D. identification label. Installed and set up as required in the set up manual supplied with the manufactured home.

l. **PERSON.** A natural person or any individual, partnership, corporation, association,

company or other public or corporate body, including the federal government, and includes any political subdivision, agency, instrumentality, or corporation of the state or the United States government. Singular includes plural, male includes female.

m. **RECREATIONAL CABINS.** A residential structure with no more than 1200s.f. of gross floor area including unfinished basements and being a maximum of 25ft. to the peak of the roof from the ground floor and intended to be occupied as a dwelling for no more than six (6) months within any calendar year for recreation and/or leisure use; not to be used for commercial purposes; that has no direct access from a maintained public or private road to the recreational cabin, and the direct access requires at a minimum, a private vehicle to have the four-wheel drive engaged for at least one-half mile when the recreational cabin is accessible by road. One recreational cabin is allowed on a legally created parcel.

n. **USEABLE SPACE UNDER FLOORS.** Useable space is that space under the first story between the underside of the floor joist or floor truss and the ground below which exceeds 46 inches at any point.

o. **WET BAR.** An area of a room that is designed to be used for serving of beverages, that may only have a single bar sink and no standard size kitchen appliances such as a stove, oven, dishwasher or full sized refrigerator. Counter space is limited to 25 square ft.

p. **HABITABLE SPACE.** A space in a building used for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage or utility spaces and similar areas are not considered habitable space. Unfinished basements with a ceiling height of 84 inches or more are considered habitable space.

20. Section R301 is amended to add as follows:

**Table R301.2(1)**

**ROOF SNOW LOAD REPLACES GROUND SNOW LOAD** as determined by Garfield County snow load based on elevation:

|                |        |
|----------------|--------|
| To 7000ft.     | 40psf  |
| 7001 to 8000ft | 50psf  |
| 8001 to 9000ft | 75psf  |
| 9001 to 10,000 | 100psf |

Potential unbalanced accumulations of snow at valleys, parapets, roof structures and offsets in roofs of uneven configuration shall be considered. Minimum snow loads are in pound per square foot of horizontal projected area. All snow load roof designs are to be designed and stamped by a Colorado registered professional engineer or architect.

**WIND SPEED** – 90MPH Exposure B or C See Sec. R301.2.1.4.

**SEISMIC DESIGN CATEGORY** – B

**WEATHERING PROBABILITY FOR CONCRETE** – Severe

**FROST LINE DEPTH** – 36 in. to 8000ft. of elevation. 42 in. over 8000ft.

**TERMITE INFESTATION PROBABILITY** – None to slight

**DECAY PROBABILITY** – None to slight

**WINTER DESIGN TEMPERATURE** – minus 2 to 7000ft.; minus 16 over 7000ft. of elevation

**ICE SHIELD UNDER-LAYMENT REQUIRED** -- Yes

**AIR FREEZING INDEX** - 2500deg F-days to 7000ft. elevation; above 7000 Ft. to be determined by Building Official.

**MEAN ANNUAL TEMP** – Variable

21. Section R302 is amended to add the following:

1. A footnote is added to Table R302.6: 1. Gypsum board separation shall be continuous around and behind all surface membrane penetrations in separation walls or ceilings.
2. R302.2 a sentence is added to the **Exception** to read: This exception is only for townhouses with an approved fire sprinkler system meeting the requirements of this code.

22. Section R305.1 is amended to read as follows:

**R305.1 Minimum height.** Habitable rooms, hallways, corridors, bathrooms, toilet rooms, laundry rooms and basements, finished or unfinished, shall have a ceiling height of not less than 7 feet. The required height shall be measured from the finish floor to the lowest projection from the ceiling.

**Exceptions:**

1. Beams and girders spaced not less than 4 feet on center may project not more than 6 inches below the required ceiling height.
2. Not more than 50 percent of the required floor area of a room or space is permitted to have a sloped ceiling less than 7 feet in height with no portion of the

required floor area less than 5 feet in height.

3. Bathrooms shall have a minimum ceiling height of 6 feet 8 inches over the fixtures and at the front clearance area for fixtures as shown in Figure R307.1. A shower or tub equipped with a showerhead shall have a minimum ceiling height of 6 feet 8 inches above a minimum area 30 inches by 30 inches at the showerhead.

23. Section R306 is amended by adding a new subsection to read as follows:

**R306.5 Sanitation at construction sites.** Toilet facilities shall be provided for construction workers and such facilities shall be conveniently located and maintained in a sanitary condition. The facilities shall be available from the time the first work is started until the certificate of occupancy is issued.

24. Section R313 is amended as follows:

1. **R313.1 Townhouses automatic fire sprinkler systems.** Effective January 1, 2013 an automatic residential fire sprinkler system shall be installed in *townhouses*.

2. **Exception** and **R313.1.1** remain unchanged.

3. **R313.2 One-and two-family dwellings automatic fire systems.** Effective January 1, 2013, an automatic residential fire sprinkler system shall be installed in one- and two-family *dwellings*.

4. **Exception R313.2** and **R313.2.1** remain unchanged.

25. Section R403.1 is amended to read as follows:

**R403.1 General.** All exterior walls shall be supported on continuous solid or fully grouted masonry or concrete footings, wood foundations in accordance with AF&PA PWF, or other approved structural systems which shall be of sufficient design to accommodate all loads according to Section R301 and to transmit the resulting loads to the soil within the limitations as determined from the character of the soil. Footings shall be supported on undisturbed natural soils or engineered fill. Except where erected on solid rock or otherwise protected from frost, foundation walls, piers and other permanent supports of buildings and structures larger than 120 square feet in area or 10 feet in height shall extend to at least 36 inches below finished grade, and spread footings of 8 inches *T* thick by 16 inches *W* wide minimum size shall be provided to properly distribute the load within the allowable load-bearing value of the soil. Alternatively, such structures shall be supported on piles where solid earth or rock is not available. Garfield County will not inspect the drilling, reinforcement and placement of caissons. A qualified engineer must perform this inspection. Findings must be detailed in a typed, stamped report to the building department. Footings shall not bear on frozen soils.

Concrete footings shall include a minimum of two #4 reinforcement bars to be tied continuously and spaced a minimum of three inches from the ground and equally within the footing. Dowels shall be 1- #4 4ft. long with an 8in. hook placed 36in. on center. Footings shall be so designed that the allowable bearing capacity of the soil is not exceeded, and that differential settlement is minimized. The minimum width of footings shall be 16 inches *W*.

- Exception:**
1. Unless designed and sealed by an engineer or architect.
  2. Monolithic, thickened slabs with detached garages.
  3. Wood foundations are limited to have no more than two floors and a roof; and interior basement and foundation walls at intervals not exceeding 50 ft.

26. Section R403.1.1 is amended to read as follows:

**R403.1.1 Minimum size.** Spread footings shall be at least 8 inches in thickness *T*. Footing projections, *P*, shall be at least 2 inches. Footings for wood foundations shall be in accordance with the details set forth in Section R403.2, and Figures R403.1(2) and R403.1(3).

27. Section R403.1.3.1 is amended to read as follows:

**R403.1.3.1 Foundations with stemwalls.** Foundations with stemwalls shall be provided with a minimum of 2- #4 top and bottom of wall and 1-#4 18in. O.C. vertical and horizontal for wall up to 8 ft. in height. Walls over 8 ft. shall be a designed and sealed by a Colorado registered engineer or architect.

28. Section R403.3 is amended to read as follows:

**R403.3 Frost protected shallow foundations.** For buildings where the monthly mean temperature of the building is maintained at a minimum of 64 degree F, footings are not required to extend below the frost line when protected from frost by insulation in accordance with Figure R403.3(1) and Table R403.3. Foundations protected from frost in accordance with Figure R403.3(1) and Table R403.3 shall not be used for unheated spaces such as porches, utility rooms, garages and carports, and shall not be attached to basements or crawl spaces that are not maintained at a minimum mean temperature of 64 degree F. Minimum Air Freeze index for Garfield County for frost protected shallow foundation design is 2,500 F-days. Materials used below grade for the purpose of insulating footings against frost shall be labeled as complying with ASTM C578.

29. Section R602.1.3 is amended to add the following Exceptions:

**Exceptions:**

1. In single family dwellings of log construction, wall logs need not be graded.

2. In single family dwellings of log construction, all structural logs shall be designed by a licensed Colorado architect or engineer and inspected by that architect or engineer after the completion of the framing with the architect or engineer certifying to the building department that the logs are of the size, quality and species of the design and that they were installed to that design. Wall logs need not be part of the structural design.

30. Section R802.2 is amended to add a sentence to the existing text.

The use of load duration factors for snow load shall be prohibited.

31. Section R802.10.2 is amended add a sentence to the existing text:

The use of load duration factors for snow load shall be prohibited.

32. Section R903 is amended by adding a new subsection to read as follows:

**R903.6 Snow-shed barriers.** Roofs shall be designed to prevent accumulations of snow from shedding above or in front of gas utility or electric utility meters and egress doors.

33. Section R905.4 is amended by adding a new subsection to read as follows:

**R905.4.7 Mechanical barriers.** Mechanical barriers installed to prevent snow shedding from the roof shall be secured to roof framing members or to solid blocking secured to framing members in accordance with the manufacturer's installation instructions. Individual devices installed in a group of devices to create a barrier to prevent snow shedding shall be installed in at least two rows with the first row no more than 24 inches from the edge of the roof or eave. The rows shall be parallel with the exterior wall line and the devices in each row shall be staggered for a spacing of no more than 24 inches on center measured parallel with the exterior wall line. Continuous snow barriers shall be secured to roof framing at no more than 48 inches on center. Continuous barriers shall be installed parallel with the exterior wall line and no more than 24 inches from the edge of the roof or eave.

34. Section R905.10 is amended by adding a new subsection to read as follows:

**R905.10.6 Mechanical barriers.** Mechanical barriers installed to prevent snow shedding from the roof shall be secured to roof framing members or to solid blocking secured to framing members in accordance with the manufacturer's installation instructions. Individual devices installed in a group of devices to create a barrier to prevent snow shedding shall be installed in at least two rows with the first row no more than 24 inches from the edge of the roof or eave. The rows shall be parallel with the exterior wall line and the devices in each row shall be staggered for a spacing of no more than 24 inches on center measured parallel with the exterior wall line.

Continuous snow barriers shall be secured to roof framing at no more than 48 inches on center. Continuous barriers shall be installed parallel with the exterior wall line and no more than 24 inches from the edge of the roof or eave.

35. Section R907.1 is amended to read as follows:

**R907.1 General.** Materials and methods of application used for recovering or Replacing an existing roof covering shall comply with the requirements of Chapter 9. A separate permit is required for re-roofing.

36. Section R1004 is amended to delete Sec. R1004.4.

37. Section R1005 is amended by adding new subsection to read as follows:

**R1005.7** Factory-built chimneys shall be effectively fire blocked within the chase enclosure at each floor-ceiling level and at the roof. The vertical distance between adjacent fire blocking shall not exceed 10 feet.

38. Section M1308 is amended to add the following:

**M1308.3 LPG (liquid petroleum gas) appliances.** LPG appliances shall not be installed in a pit, basement or similar location where heavier than air gases collect unless such location is provided with an approved means for removal of unburned gas. The policy in Garfield County to approve such a means is as follows:

1. An untrapped drain with a minimum diameter of 4 inches located in the lowest area where heavier than air vapors may collect is to run with a continuous slope to an exterior area, which is not within a depression or recessed below the adjacent terrain.
2. The area of termination is to be determined by the building inspector as likely to remain free of standing water, ice and other debris that may prevent the flow and dissipation of unburned gas.
3. The upper inlet and the termination of the drain are to be provided with protection from the entry of debris or animals, which may cause blockage of the drain.

39. Section M1401 is amended to add the following subsection:

**M1401.6 LPG Fuel.** See Sec. M1308.3 on using LPG appliances in a pit or basement.

40. Section M2001 is amended to add the following subsection:

**M2001.5 LPG Fuel.** See sec. M1308.3 On using LPG appliances in a pit or basement.

41. Section G2404 is amended to add the following subsection:

**G2404.11 LPG Fuel.** See Sec. M1308.3 on using LPG appliances in a pit or basement.

42. Section G2406.2 is amended to read as follows:

1. **G2406.2 Prohibited locations.** *Appliances* shall not be located in sleeping rooms, bathrooms, toilet rooms, storage closets or surgical rooms, or in a space that opens only into such rooms or spaces, except where the installation complies with one of the following:

1. The *appliance* is a direct-vent appliance installed in accordance with the conditions of the listing and the manufacturer's instructions.
2. *Vented room heaters*, wall *furnaces*, vented decorative *appliances*, vented gas *fireplaces*, vented gas *fireplace heaters*, and decorative *appliances* for installation in vented solid fuel-burning *fireplaces* are installed in rooms that meet the required volume criteria of Section G2407.5.
3. The *appliance* is installed in a room or space that opens only into a bedroom or bathroom, and such room or space is used for no other purpose and is provided with a solid weather-stripped door equipped with an approved self-closing device. All *combustion air* shall be taken directly from the outdoors in accordance with Section G2407.6

43. Section G2417.4.1 is amended to read as follows:

**G2417.4.1 Test pressure.** The test pressure to be used shall be not less than one and one-half times the proposed maximum working pressure, but not less than 10 psig, irrespective of design pressure. Where the test pressure exceeds 125 psig, the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

44. Section G2433 **Log Lighters** is amended to add the following:

**G2433.1 General.** Log lighters are prohibited.

45. **Section G2445 Unvented Room Heaters** is hereby deleted in its entirety. Unvented heaters are not allowed.

46. Section P2601.1 is amended to read as follows:

**P2601.1 Scope.** The provisions of this chapter shall establish the general administrative requirements applicable to plumbing systems and inspection requirements of this code. The intent of this code is to meet or exceed the requirements of the State of Colorado Plumbing Code. When technical requirements, specifications or standards in the Colorado Plumbing Code conflict with this code, the more restrictive shall apply.

47. Section P2603.6.1 is completed by adding 12 in the first [] and 18 in the second set of [].
48. The entire **Part VIII Electrical** is deleted. All electrical work shall be done in accordance with the State of Colorado Electrical Inspector.
49. **Appendix E Manufactured Housing Used as Dwellings** is adopted.
50. **Appendix G Swimming Pools, Spas and Hot Tubs** is adopted.
51. **Appendix H Patio Covers** is adopted.
52. **Appendix J Existing Buildings and Structures** is adopted.
53. **Appendix M Home Day Care-R-3 Occupancy** is adopted. When there is a conflict with State of Colorado regulations, State regulations rule.

III. 2009 INTERNATIONAL BUILDING CODE (I.B.C.)

A. Additions and Modifications: The Sections of the I.B.C. are adopted subject to the following additions or modifications:

1. Section 101.1 is amended to read as follows:

**101.1 Title.** This code shall be known as the *Commercial Building Code* of Garfield County, Colorado. This code shall apply to all of the unincorporated area of Garfield County, Colorado.

2. Section 104.1 is amended to read as follows:

**104.1 General** The building official or any authorized representative, is hereby authorized and directed to enforce all of the provisions of this code; however, a guarantee that all buildings and structures have been constructed in accordance with all of the provisions of this code is neither intended nor implied. The building official shall have the authority to render interpretations of this code and to adopt policies and procedures in order to clarify the application of its provisions. Such interpretations, policies and procedures shall be in conformance with the intent and purpose of this code. Such policies and procedures shall not have the effect of waiving requirements specifically provided for in this code.

3. Section 104.8 is amended to read as follows:

**104.8 Liability.** The adoption of this code, and any previous codes adopted by Garfield County, shall not be deemed to give rise to a duty of care on the part of any public

entity, public employee or agent, nor shall this code or any previous codes be deemed to create any civil remedy against a public entity, public employee or agent. The building official, member of the board of appeals or employee charged with the enforcement of this code, while acting for the jurisdiction in good faith and without malice in the discharge of the duties required by this code or other law or ordinance, shall not thereby be rendered liable personally and is hereby relieved from personal liability for any damage accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties and under the provisions of this code shall be defended by legal representative of the jurisdiction until the final termination of the proceedings. The building official or any subordinate, acting in good faith, shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code.

4. Section 105.2 is amended to read as follows:

**105.2 Work exempt from permit.** Exemptions from permit requirements of this code shall not be deemed to grant authorization for any work to be done in any manner in violation of the provisions of this code or any other laws or ordinances of this jurisdiction. Permits shall not be required for the following:

**Building:**

- a. One story detached accessory structures used as tool and storage sheds, and similar uses, provided the floor area does not exceed 120 square feet.
- b. Fences not over 6 feet high used for non-agricultural uses and any fence built for agricultural purposes that is a post and wire construction.
- c. Oil derricks.
- d. Retaining walls which are not over 4 feet height measured from the bottom of the footing to the top of the wall, unless supporting a surcharge or impounding Class I, II or III-A liquids.
- e. Water tanks supported directly upon grade if the capacity does not exceed 5,000 gallons and the ratio of height to diameter or width does not exceed 2 to 1.
- f. Sidewalks and driveways not more than 30 inches above adjacent grade and not over any basement or story below and are not part of an accessible route.
- g. Painting, papering, tiling, carpeting, cabinets, counter tops and similar finish work.
- h. Temporary motion picture, television and theater stage sets and scenery.
- i. Prefabricated swimming pool accessory to a Group R-3 occupancy, as applicable in Section 101.2, which are less than 24 inches deep, do not exceed 5,000 gallons and are installed entirely above ground.
- j. Shade cloth structures constructed for nursery or agricultural purposes and not including service systems.

- k. Swings and other playground equipment accessory to detached one-and two-family dwellings.
- l. Windows awnings supported by an exterior wall which do not project more than 54 inches from the exterior wall and do not require additional support of Group R-3, as applicable in Section 101.2 and Group U occupancies.
- m. Non-fixed and movable cases, counters, and partitions not over 5 feet 9 inches in height.
- n. Agricultural buildings as defined in this Resolution.
- o. Housing with 8 or less occupants sleeping in the unit at any one work shift on a well pad approved by the Colorado Oil and Gas Conservation Commission (COGCC) as it relates to oil and gas well drilling.
- p. Covered porches, roof structures and patio covers less than 10ft. in depth and/or less than 200 square feet in area and the walking surface is less than 30 inches to grade.

**Electrical:**

All electrical permits, inspections, and requirements are as per State of Colorado requirements.

**Gas, Mechanical, and Plumbing:**

All are covered under the building permit. Separate permits are not issued.

5. Section 105.5 is amended to read as follows:

**105.5 Expiration.** Every permit issued by the building official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within 180 days from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days. Permits must pass a required inspection during every 180 day period after each inspection in order not to be considered suspended or abandoned. On expired permits, before such work can be recommenced, a re-issued or new permit shall be obtained. The fee for a re-issued or new permit shall be one-half the permit fee of the original permit, provided no changes have been made in the original plans and specifications for such work, and further provided that such suspension or abandonment has not exceeded one year. Changes in plans and specifications shall require an additional permit fee and plan review fee as described in section 109. Any nullified permit where the suspension or abandonment have exceeded one year will require the permittee to pay a new permit fee plus plan review fee.

Any person holding an unexpired and valid permit may apply for an extension of time to commence work, return to work or complete work under that permit by submitting a written request describing good and satisfactory reason for such extension. This request shall be received prior to the date on which the original permit expires or becomes null

and void. An extended permit is valid for 180 days from the date of the extension, does not require compliance with codes adopted since the original permit was issued, and does not require payment of new fees. No permit shall be extended more than twice.

When a permit has expired or been nullified and a new addition of the building code has been adopted, the original plans shall be reviewed and required to comply with the current code. The permittee shall pay a new plan review fee based on the current projected valuation plus the applicable fee listed above

6. Section 107 is amended by adding a new subsection to read as follows:

**107.1.1 Proof of water and sewer.** The applicant shall provide documentation that water and sewer taps have been obtained from the appropriate utility district when the property will be served by the district.

7. **Section 107.2.5** is amended by adding the following to the existing text:

Any site plan for the placement of any portion of a structure within 50 feet of a property line and not within a previously surveyed building envelope on a subdivision final plat shall be prepared by a licensed surveyor and have the surveyor's signature and professional stamp on the drawing. Any structure to be built within a building envelope of a lot shown on a recorded subdivision plat, shall include a copy of the building envelope as it is shown on the final plat with the proposed structure located within the envelope.

8. Section 109.2 is amended to read as follows:

**109.2 Schedule of permit fees.** On buildings, structures, gas, mechanical and plumbing systems or alterations requiring a permit, a fee for permit shall be paid as required, in accordance with the attached Exhibit B, building permit fee schedule.

9. **Section 109.3** is deleted.

10. Section 109.4 is amended to read:

**109.4 Work commencing before permit issuance penalty.** Working without a permit will result in a penalty equal to the permit fee. This penalty fee is in addition to the permit and plan review fee.

11. Section 109.6 is amended to read:

**109.6 Refunds.** The building official is authorized to establish a refund policy. The building official may authorize refunding of all or a portion of the permit fee paid when no work has been done under a permit issued in accordance with this code. The building official shall not authorize refunding of any fee paid except on written

application filed by the original permittee.

12. Section 110 is amended by adding a new subsection to read as follows:

**110.1.1 Sanitation at Construction Sites.** Toilet facilities shall be provided for construction workers and such facilities shall be conveniently located and maintained in a sanitary condition. The facilities shall be available from the time the first work is started until the certificate of occupancy is issued.

13. Section 110.3.5 is amended to read as follows:

**110.3.5 Lath and gypsum board inspection.** Lath and gypsum board inspections shall be made after lathing and gypsum board, interior and exterior, is in place, but before any plastering is applied or before gypsum board joints and fasteners are taped and finished.

14. Section 110.5 is amended to read as follows:

**110.5 Inspection requests.** It shall be the duty of the person doing the work, the owner, contractor or subcontractor to know that the building or structure has a valid permit and to notify the building department when work is ready for inspection. Upon conviction, a fine will be assessed to the person doing the work, the owner, contractor or subcontractor if work is being done without a permit and the inspection is not requested per Section 110. It shall be the duty of the person doing the work, the owner, contractor or subcontractor requesting any inspections required by this code to provide legal and adequate access and means for inspection of such work. Such request for inspection may be in writing or by calling the 24 hour automated telephone answering system.

15. Section 110.5 is further amended by adding a new subsection to read as follows:

**110.5.1 Reinspections.** A reinspection fee may be assessed for each inspection or reinspection when such portion of work for which inspection is called is not complete or when corrections called for are not made. Reinspection fees may be assessed when the inspection record card is not posted or otherwise available on the work site, the approved plans are not readily available to the inspector, for failing to provide access on the date for which the inspection is requested or deviating from the approved plans. In instances where reinspection fees have been assessed, no additional inspection of the work will be performed until the reinspection fee has been received by the building department.

16. Section 113 is amended to add the following:

In Sec 113 and where ever in this code there is a reference made to Board of Appeals, it shall be amended to read Board of Review.

17. Section 114.1 is amended as follows:

**114.1 Unlawful acts.** Any *person* as defined herein (Section 202) who erects, constructs, reconstructs, remodels, enlarges, alters, repairs, moves, improves, converts, demolishes, equips, uses, occupies, or maintains any building or structure, or any part of a building or structure, in the unincorporated area of Garfield County or causes the same to be done, contrary to or in violation of any provisions of this code, or any provisions of part 2, article 28, title 30, C.R.S., 2009, as amended, shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined not more than \$100.00, or by imprisonment in the county jail for not more than ten days, or both by such fine and imprisonment. Each and every day during which such illegal erection, construction, reconstruction, remodel, enlargement, alteration, repair, move, improvement, conversion, demolition, maintenance or use continues shall be deemed a separate offense. Nothing herein limits or alters the penalties and other enforcement actions that may be authorized by part 2, article 28, title 30, C.R.S., 2009, as amended. In case any building or structure is or is proposed to be erected, constructed, reconstructed, enlarged, altered, repaired, moved, improved, converted, demolished, maintained or used in violation of this code or of any provision of part 2, article 28, title 30, C.R.S., as amended, the County Attorney, the Board of County Commissioners of Garfield County, or any owner of real estate within the area subject to this code, in addition to other remedies provided by law, may institute an appropriate action for injunction, mandamus or abatement to prevent, enjoin, abate, or remove such unlawful erection, construction, reconstruction, remodel, enlargement, alteration, repair, move, improvement, conversion, demolition, maintenance or use.

18. Section 202 is amended by adding or replacing the following definitions within the alphabetical order of the existing definitions.

**AGRICULTURAL BUILDING.** A structure designed and constructed to house farm implements, hay, grain, poultry, livestock or other horticultural products. This structure shall not be a place of human habitation or a place of employment where agricultural products are processed, treated or packaged, nor shall it be a place used by the public. Excluded from the definition of agricultural building are structures enclosing indoor riding arenas with an occupant load of 10 or more.

**BEDROOM.** A room which is designed as a sleeping room, a loft, a mezzanine in Group R occupancies or a room or area that can be used as a sleeping room and contains a closet.

**CERTIFICATE OF OCCUPANCY.** A written notification from the building official to the property owner that the work covered under the permit is complete and the permit is closed.

**DWELLING UNIT.** A single unit providing complete, independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation, and having just one kitchen.

**FACTORY BUILT BUILDING.** A building which is assembled in a facility that has been approved by the State of Colorado, built to the building, plumbing and mechanical codes as adopted by the Colorado Division of Housing, with the work performed at the facility inspected by and bearing the Colorado Division of Housing identification label.

**KITCHEN.** A room or area that is designated to be used for the preparation of food which contains one or more standard size kitchen appliances or fixtures.

**PERSON.** A natural person or any individual, partnership, corporation, association, company or other public or corporate body, including the federal government, and includes any political subdivision, agency, instrumentality, or corporation of the state or the United States government. Singular includes plural, male includes female.

**USEABLE SPACE UNDER FLOORS.** Useable space is that space under the first story between the underside of the floor joist or floor truss and the ground below which exceeds 46 inches at any point.

19. Add *Free standing signs over 10 ft of height* to the descriptions Under Section 312 Utility and Miscellaneous Group U.

20. Section 504 is amended to add Section 504.1.1

**504.1.1** Allowable building height is specified in Garfield County Zoning.

21. Section 901.5 is amended by adding a new subsection to read as follows:

**901.5.1 Fire protection systems inspector required.** All fire protection systems required by this code shall be inspected and approved by a inspector. The inspector shall be an authorized representative of the *fire department official* or another qualified individual with prior approval of the building official.

22. Section 902.1 is amended by adding the following definition within the alphabetical order of the existing definitions.

**FIRE DEPARTMENT OFFICIAL.** The fire department official or the state of Colorado Division of Fire Safety or their authorized representative shall be an approved agency for inspection of fire protection systems required by this code.

23. Section 903.2.8 is amended by adding the following exceptions:

**903.2.8 Group R.** An automatic sprinkler system installed in accordance with Section 903.3 shall be provided throughout all buildings with a Group R fire area.

**Exception:** 1. Group R-3 and boarding houses occupancies.

2. Group R-2 with occupancy of 5 or less (maximum floor area of 1000 square ft. Table 1004.1.1).

24. Section 1503 is amended by adding two new subsections to read as follows:

**1503.7 Snow-shed barriers.** Roofs shall be designed to prevent accumulations of snow from shedding above or in front of gas utility or electric utility meters and egress doors.

**1503.7.1 Mechanical barriers for metal roof shingles and metal roof panels.**

Mechanical barriers installed to prevent snow shedding from the roof shall be secured to roof framing members or to solid blocking secured to framing members in accordance with the manufacturer's installation instructions. Individual devices installed in a group of devices to create a barrier to prevent snow shedding shall be installed in at least two rows with the first row no more than 24 inches from the edge of the roof or eave. The rows shall be parallel with the exterior wall line and the devices in each row shall be staggered for a spacing of no more than 24 inches on center measured parallel with the exterior wall line. Continuous snow barriers shall be secured to roof framing at no more than 48 inches on center. Continuous barriers shall be installed parallel with the exterior wall line and no more than 24 inches from the edge of the roof or eave.

25. Section 1608.2 is amended to read as follows:

**1608.2 Roof snow load.** As determined by Garfield County snow load based on elevations. Snow loads are as follows:

|                   |        |
|-------------------|--------|
| TO 7000FT.        | 40PSF  |
| 7001 TO 8000FT.   | 50PSF  |
| 8001 TO 9000FT.   | 75PSF  |
| 9001 TO 10,000FT. | 100PSF |

Potential unbalanced accumulations of snow at valleys, parapets, roof structures and offsets in roofs of uneven configuration shall be considered. Minimum snow loads are in pounds per square foot of horizontal projected area. All snow load designs are to be designed and sealed by a Colorado registered professional engineer or architect.

26. Section 1807.1 amended to read as follows:

**1807.1 General.** Foundations shall be designed and constructed in accordance with Sections 1807.1.1 through 1807.1.6. All foundations shall be designed and sealed by a Colorado licensed engineer or architect except for foundations supporting a Group S-1 or U occupancy not over 600 square foot of maximum floor area.

27. Section 1807.2 is amended to read as follows:

**1807.2 Retaining walls.** Retaining walls shall be designed in accordance with Sections 1807.2.1 through 1807.2.3 and be designed by a Colorado licensed engineer or architect.

28. Section 1807.3 is amended to read as follows:

**1807.3 Embedded post and poles.** Designs to resist both axial and lateral loads employing post or poles as columns embedded in earth or in concrete footings in earth shall be in accordance with Sections 1807.3.1 through 1807.3.3 and designed and sealed by a Colorado licensed engineer or architect.

29. Section 1808.1 is amended as follows

**1808.1 General.** Foundations shall be designed and constructed in accordance with Sections 1808.2 through 1808.9. Shallow foundations shall also satisfy the requirements of Section 1809. Deep foundations shall also satisfy the requirements of Section 1810. All foundations shall be designed and sealed by a Colorado licensed engineer or architect except for foundations supporting a Group S-1 or U occupancy not over 600 square foot of footprint.

30. Section 1810.1 is amended to read as follows:

**1810.1 General.** Deep foundations shall be analyzed, designed, detailed and installed in accordance with Sections 1810.1 through 1810.4 and designed by a Colorado licensed architect or engineer. Garfield County will not inspect the drilling, reinforcement and placement of piers, piles or shafts. The engineer of record shall perform all inspections of the installation and provide the County with a sealed letter approving the work prior to the final inspection of the building or structure.

31. Section 2301.2 is amended to add item 5.

5. The use of load duration factors for snow load shall not be permitted in any of these design methods. Load Duration equals 1.0.

32. 2303.1.10 is amended to add the following exceptions:

**Exceptions:**

1. In single family dwellings of log construction, wall logs need not be graded.
2. In log construction, all structural log designs and connections shall be designed by a licensed Colorado architect or engineer and inspected by that architect or engineer after the completion of the framing with the architect or engineer certifying to the building department that the logs are of the size, quality and species of the design and that they were installed to that design. Wall logs need not be part of the structural design.

33. Section 2901.1 is amended to read as follows:

**2901.1 Scope.** The provisions of this chapter and the *International Plumbing Code* shall govern the erection, installation, alteration, repairs, relocation, replacement, addition to, use or maintenance of plumbing equipment and systems. Plumbing systems and equipment shall be constructed, installed and maintained in accordance with the *International Plumbing Code*. Private sewage disposal systems shall conform to the *Guidelines on Individual Sewage Disposal Systems* as published by the Colorado Department of Public Health and Environment, Water Quality Control Division.

34. Section 3001.1 is amended to read as follows:

**3001.1 Scope.** This chapter governs the design, construction, installation, alteration, maintenance and repair of new and existing installations of elevators, dumbwaiters, escalators, and moving walks, requiring permits therefore and providing procedures for the inspection and maintenance of such conveyances.

35. Chapter 30, concerning elevators, moving walks, escalators or dumbwaiters, is amended by adding three new sections and associated subsections to read as follows:

## **SECTION 3009**

### **PERMITS AND CERTIFICATES OF INSPECTION**

**3009.1 Permits required.** It shall be unlawful to install any new elevator, moving walk, escalator or dumbwaiter, or to make major alterations to any existing elevator, dumbwaiter, escalator or moving walk, as defined in part xii of ASME A17.1, without first having obtained a permit for such installation. Permits shall not be required for maintenance or minor alterations.

**3009.2 Certificates of inspection required.** It shall be unlawful to operate any elevator, dumbwaiter, escalator or moving walk without a current certificate of inspection issued by the approved inspection agency. Such certificate shall be issued upon payment of prescribed fees and the presentation of a valid inspection report indicating that the conveyance is safe and that the inspections and tests have been performed in accordance with part XII of the ASME A17.1. Certificates shall not be issued when the conveyance is posted as unsafe pursuant to section 3010.

**3009.3 Application for permit.** Application for a permit to install shall be made on forms provided by the inspection agency, and the permit shall be issued to an owner upon payment of the permit fees specified.

**3009.4 Application for certificate of inspection.** Application for a certificate of inspection shall be made by the owner of an elevator, dumbwaiter, escalator or moving walk. Applications shall be accompanied by an inspection report as described in section

3009. Fees for certificates of inspection shall be as specified by the inspection agency.

**3009.5 Fees.** A fee for each permit and certificate of inspection shall be paid to the inspection agency.

## **SECTION 3010**

### **DESIGN**

**3010.1 Detailed requirements.** For detailed design, construction and installation requirements, see Chapter 16 and the appropriate requirements of ASME A17.1.

## **SECTION 3010**

### **REQUIREMENTS FOR OPERATION AND MAINTENANCE**

**3010.2 General.** The owner shall be responsible for the safe operation and maintenance of each elevator, dumbwaiter, escalator and moving walk installation and shall cause periodic inspections to be made on such conveyances as required in this section.

**3010.3 Periodic inspections and tests.** Routine and periodic inspections and tests shall be made as required by Part X of ASME A17.1.

**3010.4 Alterations, repairs and maintenance.** Alterations, repairs and maintenance shall be made as required by Part XII of ASME A17.1.

**3010.5 Inspection costs.** All costs of such inspections and tests shall be paid by the owner.

## **SECTION 3011**

### **UNSAFE CONDITIONS**

**3011.1 Unsafe conditions.** When an inspection reveals an unsafe condition of an elevator, moving walk, escalator or dumbwaiter, the inspector shall immediately file with the owner and the building official a full and true report of such inspection and such unsafe condition. If the building official finds that the unsafe condition endangers human life, the building official shall cause to be placed on such elevator, escalator or moving walk, in a conspicuous place, a notice stating that such conveyance is unsafe. The owner shall see to it that such notice of unsafe condition is legibly maintained where placed by the building official. The building official shall also issue an order in writing to the owner requiring the repairs or alterations to be made to such conveyance that are necessary to render it safe and may order the operation thereof discontinued until the repairs or alterations are made or the unsafe conditions are removed. A posted notice of unsafe conditions shall be removed only by the building official when satisfied that the unsafe conditions have been corrected.

36. Section 3311.2 is amended to read as follows:

**3311.2 Buildings being demolished.** Where a building is being demolished and a standpipe is existing within such a building, such standpipe shall be maintained in an operable condition so as to be available for use by the Fire Department Official. Such standpipe shall be demolished with the building but shall not be demolished more than one floor below the floor being demolished or as approved by the Fire Department Official.

37. Section 3311.4 is amended to read as follows:

**3311.4 Water supply.** Water supply for fire protection, either temporary or permanent shall be made available as soon as combustible material accumulates or as approved by the Fire Department Official.

38. Section 3401.3 is amended to read as follows:

**3401.3 Compliance with other codes.** Alterations, repairs, additions and changes of occupancy to existing structures shall comply with the provisions for alterations, repairs, additions and changes of occupancy in the *International Fire-Code, International Fuel Gas Code, International Plumbing Code, Guidelines On Individual Sewage Disposal Systems as published by the Colorado Department of Public Health and Environment, Water Quality Control Division, International Mechanical Code, and International Residential Code.*

39. Section 3412.2 is amended to read as follows:

**3412.2 Applicability.** Structures existing prior to January 1, 1978 in which there is work involving additions, alterations or changes of occupancy shall be made to conform to the requirements of this section or the provisions of Sections 3403 through 3409. The provisions in Sections 3412.2.1 through 3412.2.5 shall apply to existing occupancies that will continue to be, or are proposed to be, in Groups A, B, E, F, M, R, S and U. These provisions shall not apply to buildings with occupancies in Group H or I.

40. Section 3412.3.2 is amended to read as follows:

**3410.3.2 Compliance with other codes.** Buildings that are evaluated in accordance with this section shall comply with the International Fire Code

41. Section 3412.4 is amended to read as follows:

**3412.4 Investigation and evaluation.** For proposed work covered by this section, the building owner shall cause the existing building to be investigated and evaluated in accordance with the provisions of this section by a design professional licensed to

practice in the State of Colorado.

42. Section 3412.6 is amended to read as follows:

**3412.6 Evaluation process.** The building owner shall cause the existing building to be evaluated in accordance with the provisions of this section by a design professional(s) licensed to practice in the State of Colorado. The evaluation process specified herein shall be followed in its entirety to evaluate existing buildings. Table 3412.7 shall be utilized for tabulating the results of the evaluation. References to other sections of this code indicate that compliance with those sections is required in order to gain credit in the evaluation herein outlined. In applying this section to a building with mixed occupancies, where the separation between the mixed occupancies does not qualify for any category indicated in Section 3412.6.16, the score for each occupancy shall be determined and the lower score determined for each section of the evaluation process shall apply to the entire building.

Where the separation between the mixed occupancies qualifies for any category indicated in Section 3412.6.16, the score for each occupancy shall apply to each portion of the building based on the occupancy of the space.

The following Appendixes are adopted:

**Appendix G Flood-Resistant Construction**

**Appendix I Patio Covers**

**Appendix J Grading**

43. Section J103.1 is amended to read as follows:

**J103.1 Permits required.** Except as exempted in Section J103.2, no grading shall be performed without first having obtained a permit from the Garfield County Building and Planning Department or designee. A grading permit does not include the construction of retaining walls or other structures. Security deposits in a form and amount approved by the Building Official or designee, based upon recommendations from the County Vegetation Management Office and the county's designated engineer shall be established prior to issuance of any major grading permits.

44. Section J103.2 (1.) is amended to read as follows:

1. Grading, excavation and earthwork construction, including fills and embankments that are constructed solely for agricultural purposes on lands that are farms or ranches.

45. Section J103.2 is amended to add an 8<sup>th</sup> exemption from permit as follows:

8. Grading that does not exceed 50 cubic yards of earthwork material or 6000 square feet of graded area whichever is greater.

IV. 2009 INTERNATIONAL MECHANICAL CODE (I.M.C.)

A. Additions and Modifications: The Sections of the I.M.C. are adopted subject to the following additions or modifications:

1. Section 101.1 is amended to read as follows:

**101.1 Title** This code shall be known as the *Mechanical Code* of Garfield County, Colorado. This code shall apply to all of the unincorporated area of Garfield County, Colorado.

2. Section 103.2 is amended to read as follows:

**103.2 BUILDING OFFICIAL.** The building official is hereby authorized and directed to enforce all of the provisions of this code; however, a guarantee that all buildings and structures have been constructed in accordance with all of the provisions of this code is neither intended nor implied.

3. Section 103.4 is amended to read as follows:

**103.4 Liability.** The adoption of this code, and any previous codes adopted by Garfield County, shall not be deemed to give rise to a duty of care on the part of any public entity, public employee or agent, nor shall this code or any previous codes be deemed to create any civil remedy against a public entity, public employee or agent. The code official, officer or employee charged with the enforcement of this code, while acting for the jurisdiction, shall not thereby be rendered liable personally, and is hereby relieved from personal liability for any damages accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer of the department of mechanical inspection, acting in good faith, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.

4. **Section 104** is amended to delete Sec. 104.2. Mechanical permits are not required in Garfield County. Mechanical inspections are part of the general building permit process.
5. **Section 106 Permits** is deleted. Separate mechanical permits are not required in Garfield County. Mechanical inspections are part of the general building permit

process.

6. Section 107.2 is amended to read as follows:

**107.2 Required inspections and testing.** It shall be the duty of the person doing the work, the owner, contractor or subcontractor to know that the building or structure has a valid permit and to notify the building department when work is ready for inspection. Upon conviction, a fine will be assessed to the person doing the work, the owner, contractor or subcontractor if work is being done without a permit and the inspection is not requested per Section 107. It shall be the duty of the person doing the work, the owner, contractor or subcontractor requesting any inspections required by this code to provide access and means for inspection of such work. Such request for inspection may be in writing or by calling the 24 hour automated telephone answering system.

1. Underground inspection shall be made after trenches or ditches are excavated and bedded, piping installed, and before backfill is put in place. When excavated soil contains rocks, broken concrete, frozen chunks and other rubble that would damage or break the piping or cause corrosive action, clean backfill shall be on the job site.
2. Rough-in inspection shall be made after the roof, framing, fire blocking and bracing are in place and all ducting and other components to be concealed are complete, and prior to the installation of wall or ceiling membranes.
3. Final inspection shall be made upon completion of the mechanical system.

**Exception:** Ground-source heat pump loop systems tested in accordance with Section 1208.1.1 shall be permitted to be backfilled prior to inspection.

The requirements of this section shall not be considered to prohibit the operation of any heating equipment or appliances installed to replace existing heating equipment or appliances serving an occupied portion of a structure provided that a request for inspection of such heating equipment or appliances has been filed with the department not more than 48 hours after such replacement work is completed, and before any portion of such equipment or appliances is concealed by any permanent portion of the structure.

7. Section 108.1 is amended to read as follows:

**108.1 Unlawful acts.** Any person as defined herein (Section 202) who erects, constructs, reconstructs, remodels, enlarges, alters, repairs, moves, improves, converts, demolishes, equips, uses, occupies, or maintains any building or structure, or any part of a building or structure, in the unincorporated area of Garfield county or causes the same to be done, contrary to or in violation of any provisions of this code, or any provisions of Part 2, Article 28, Title 30, C.R.S., 1973, as amended shall be deemed guilty of a

misdemeanor, and upon conviction thereof, shall be fined not more than \$100.00, or by imprisonment in the county jail for not more than ten days, or both by such fine and imprisonment. Each and every day during which such illegal erection, construction, reconstruction, remodel, enlargement, alteration, repair, move, improvement, conversion,

demolition, maintenance or use continues shall be deemed a separate offense. In case any building or structure is or is proposed to be erected, constructed, reconstructed, enlarged, altered, repaired, moved, improved, converted, demolished, maintained or used in violation of this code or of any provision of Part 2, Article 28, Title 30, C.R.S., as amended, the District Attorney of the District, The Board of County Commissioners of Garfield County, or any owner of real estate within the area subject to this code, in addition to other remedies provided by law, may institute an appropriate action for injunction, mandamus or abatement to prevent, enjoin, abate, or remove such unlawful erection, construction, reconstruction, remodel, enlargement, alteration, repair, move, improvement, conversion, demolition, maintenance .

8. **Section 108.4** is hereby repealed in its entirety. See IBC for penalties.
9. **Section 109** is hereby repealed in its entirety. See IBC for the appeal process.
10. **Section 202** is amended by adding the following definition within the alphabetical order of the existing definitions.

**FIRE DEPARTMENT OFFICIAL.** The chief officer of any of the fire protection districts in unincorporated Garfield County or the chief officer's authorized representative.

**PERSON.** A natural person or any individual, partnership, corporation, association, company or other public or corporate body, including the federal government, and includes any political subdivision, agency, instrumentality, or corporation of the state or the United States government. Singular includes plural, male includes female.

11. Section 303 is amended by adding a subsection:

**303.9 LPG Appliances.** Appliances burning LPG (Liquid Petroleum Gas) shall not be installed in a pit basement or similar location where heavier-than-air gases may collect unless such location is provided with an approved means for removal of unburned gas. The policy of Garfield County is as follows:

- a. An untrapped drain with a minimum diameter of 4 inches located in the lowest area where heavier than air vapors may collect is to be run with a continuous slope to an exterior area, which is not within a depression or recessed below adjacent terrain.

b. The area of termination is to be determined by the building inspector as likely to remain free of standing water, ice and other debris that may prevent the flow and dissipation of unburned gas.

c. The upper inlet and the termination of the drain are to be provided with protection from the entry of debris or animals, which may cause blockage of the drain. This protection is to be approved by the building inspector.

12. Section 509.1 is amended to read as follows:

**509.1 Where required.** Commercial food heat-producing appliances required by Section 507.2.1 to have a Type I hood shall be provided with an approved automatic fire suppression system complying with the *International Building Code* and the *International Fire Code*. All fire suppression systems required by this code shall be inspected and approved by an inspector. The inspector shall be an authorized representative of the Fire Department Official or another qualified individual with prior approval of the Building Official.

13. Section 805 is amended by adding a new section to read as follows:

**805.7** Factory-built chimneys shall be effectively fire blocked within any chase at each floor-ceiling level and at the roof. The vertical distance between adjacent fire blocking shall not exceed 10 feet. See IBC for additional requirements.

14. Section 903.3 is amended to read as follows:

**903.3 Unvented gas log heater.** Unvented gas log heaters are prohibited.

V. 2009 INTERNATIONAL PLUMBING CODE (I.P.C.)

A. Additions and Modifications: The Sections of the I.P.C. are adopted subject to the following additions or modifications:

1. Section 101.1 is amended to read as follows:

**101.1 Title.** This code shall be known as the *Plumbing Code* of Garfield County, Colorado. This code shall apply to all of the unincorporated area of Garfield County, Colorado.

2. Section 101.3 is amended to read as follows:

**101.3 Intent.** The purpose of this code is to provide minimum standards to safeguard life or limb, health, property and public welfare by regulating and controlling the design, construction, installation, quality of materials, location, operation and maintenance or .

use of plumbing equipment and systems. The intent of this code is to meet or exceed the requirements of the state of Colorado plumbing code. When technical requirements, specifications or standards in the Colorado plumbing code conflict with this code, the more restrictive shall apply.

3. Section 103.2 is amended to read as follows:

**103.2 BUILDING OFFICIAL.** The Building Official is hereby authorized and directed to enforce all of the provisions of this code; however, a guarantee that all buildings and structures have been constructed in accordance with all of the provisions of this code is neither intended nor implied.

4. Section 103.4 is amended to read as follows:

**103.4 Liability.** The adoption of this code, and any previous codes adopted by Garfield county, shall not be deemed to give rise to a duty of care on the part of any public entity, public employee or agent, nor shall this code or any previous codes be deemed to create any civil remedy against a public entity, public employee or agent. The code official, officer or employee charged with the enforcement of this code, while acting for the jurisdiction, shall not thereby be rendered liable personally, and is hereby relieved from personal liability for any damages accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer of the department of mechanical inspection, acting in good faith, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.

5. Section 104.2 is deleted. Garfield County does not require separate plumbing permits. Plumbing permits are part of the general building permit process.
6. Section 106.1 is deleted. Garfield County does not require separate plumbing permits. Other subsections of Section 106 apply only if not covered in the IBC.
7. Section 107.2 is amended to read as follows:

**107.2 Required inspections and testing.** It shall be the duty of the person doing the work, the owner, contractor or subcontractor to know that the building or structure has a valid permit and to notify the building department when work is ready for inspection. Upon conviction, a fine will be assessed to the person doing the work, the owner, contractor or subcontractor if work is being done without a permit and the inspection is not requested per section 107. It shall be the duty of the person doing the work, the

owner, contractor or subcontractor requesting any inspections required by this code to provide access and means for inspection of such work. All inspections requested prior to 3:00 p.m. will be performed the following working day. Such request for inspection may be in writing or by calling the 24 hour automated telephone answering system.

1. Underground inspection shall be made after trenches or ditches are excavated and bedded, piping installed, and before backfill is put in place. When excavated soil contains rocks, broken concrete, frozen chunks and other rubble that would damage or break the piping or cause corrosive action, clean backfill shall be on the job site.
2. Rough-in inspection shall be made after the roof, framing, fire blocking, fire stopping, draft stopping and bracing is in place and all sanitary, storm and water distribution piping is roughed-in, and prior to the installation of wall or ceiling membranes.
3. Final inspection shall be made after the building is complete, all plumbing fixtures are in place and properly connected, and the structure is ready for occupancy.

8. Section 108.1 is amended to read as follows:

**108.1 Unlawful acts.** Any person as defined herein (section 202) who erects, constructs, reconstructs, remodels, enlarges, alters, repairs, moves, improves, converts, demolishes, equips, uses, occupies, or maintains any building or structure, or any part of a building or structure, in the unincorporated area of Garfield County or causes the same to be done, contrary to or in violation of any provisions of this code, or any provisions of PART 2, Article 28, Title 30, C.R.S., 1973, as amended shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined not more than \$100.00, or by imprisonment in the county jail for not more than ten days or both by such fine and imprisonment. Each and every day during which such illegal erection, construction, reconstruction, remodel, enlargement, alteration, repair, move, improvement, conversion, demolition, maintenance or use continues shall be deemed a separate offense. In case any building or structure is or is proposed to be erected, constructed, reconstructed, enlarged, altered, repaired, moved, improved, converted, demolished, maintained or used in violation of this code or any provision of Part 2, Article 28, Title 30, C.R.S., as amended, the District Attorney of the District, The Board of County Commissioners of Garfield County, or any owner of real estate within the area subject to this code, in addition to other remedies provided by law, may institute an appropriate action for injunction, mandamus or abatement to prevent, enjoin, abate, or remove such unlawful erection, construction, reconstruction, remodel, enlargement, alteration, repair, move, improvement, conversion, demolition, maintenance or use.

9. **Section 108.4 Violation penalties** is hereby repealed in its entirety. See the IBC for penalties.

10. **Section 109** is hereby repealed in its entirety. See IBC for appeal process.
11. **Section 202** is amended by adding the following definition within the alphabetical order of the existing definitions.

**FIRE DEPARTMENT OFFICIAL.** The chief officer of any fire district in unincorporated Garfield County fire, or the chief officer's authorized representative.

**PERSON.** A natural person or any individual, partnership, corporation, association, company or other public or corporate body, including the federal government, and includes any political subdivision, agency, instrumentality, or corporation of the state or the United States government. Singular includes plural, male includes female.

12. Section 305.6.1 is amended to read as follows:

**305.6.1 Sewer depth.** Building sewers that connect to private sewage disposal systems shall be a minimum of 12 inches below finished grade at the point of septic tank connection. Building sewers shall be a minimum of 18 inches below grade.

13. Section 701.2 is amended to read as follows:

**701.2 Sewer required.** Every building in which plumbing fixtures are installed and all premises having drainage piping shall be connected to a public sewer, where available, or an approved private sewage disposal system in accordance with the *Guidelines On Individual Sewage Disposal Systems* as published by the Colorado Department of Public Health and Environment, Water Quality Control Division.

14. Section 904.1 is amended to read as follows:

**904.1 Roof extension.** All open vent pipes that extend through a roof shall be terminated at least 12 inches above the roof, except that where a roof is to be used for any purpose other than weather protection, the vent extensions shall be run at least 7 feet above the roof.

15. Section 1106.1 is amended to read as follows:

**1106.1 General.** The size of the vertical conductors and leaders, building storm drains, building storm sewers, and any horizontal branches of such drains or sewers shall be based on the 100-year hourly rainfall of two inches per hour.

16. Section 1108.1 is amended to read as follows:

**1108.1 Combination drains and sewers.** Combination sanitary and storm drains or sewers are prohibited.

VI. 2009 INTERNATIONAL FUEL GAS CODE (I.F.G.C.)

A. Additions and Modifications: The Sections of the I.F.G.C. are adopted subject to the following additions or modifications:

1. Section 101.1 is amended to read as follows:

**101.1 Title.** This code shall be known as the *Fuel Gas Code* of Garfield County, Colorado. This code shall apply to all of the unincorporated area of Garfield County, Colorado.

2. Section 103.2 is amended to read as follows:

**103.2 BUILDING OFFICIAL.** The Building Official is hereby authorized and directed to enforce all of the provisions of this code; however, a guarantee that all buildings and structures have been constructed in accordance with all of the provisions of this code is neither intended nor implied.

3. Section 103.4 is amended to read as follows:

**103.4 Liability.** The adoption of this code, and any previous codes adopted by Garfield County, shall not be deemed to give rise to a duty of care on the part of any public entity, public employee or agent, nor shall this code or any previous codes be deemed to create any civil remedy against a public entity, public employee or agent. The code official, officer or employee charged with the enforcement of this code, while acting for the jurisdiction, shall not thereby be rendered liable personally, and is hereby relieved from personal liability for any damages accruing to persons or property as a result of any act or by reason of an act or omission in the discharge of official duties. Any suit instituted against an officer or employee because of an act performed by that officer or employee in the lawful discharge of duties under the provisions of this code shall be defended by the legal representative of the jurisdiction until the final termination of the proceedings. The code official or any subordinate shall not be liable for cost in any action, suit or proceeding that is instituted in pursuance of the provisions of this code; and any officer of the department of mechanical inspection, acting in good faith, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.

4. **Section 104.2** is deleted. Garfield County does not require separate fuel gas permits. All permits are included with the building permit.

5. **Section 106.1** is deleted. Garfield County does not require separate fuel gas permits. Fuel gas requirements are reviewed as part of the building permit. Other subsections in 106 not covered in the IBC apply.

6. Section 107.1 is amended to read as follows:

**107.1 Required inspections and testing.** It shall be the duty of the person doing the work, the owner, contractor or subcontractor to know that the building or structure has a valid permit and to notify the building department when work is ready for inspection. Upon conviction, a fine will be assessed to the person doing the work, the owner, contractor or subcontractor if work is being done without a permit and the inspection is not requested per Section 107. It shall be the duty of the person doing the work, the owner, contractor or subcontractor requesting any inspections required by this code to provide access and means for inspection of such work. Such request for inspection may be in writing or by calling the 24 hour automated telephone answering system.

Underground inspection shall be made after trenches or ditches are excavated and bedded, piping installed, and before backfill is put in place. When excavated soil contains rocks, broken concrete, frozen chunks and other rubble that would damage or break the piping or cause corrosive action, clean backfill shall be on the job site.

Rough-in inspection shall be made after the roof, framing, fire blocking and bracing are in place and components to be concealed are complete, and prior to the installation of wall or ceiling membranes.

Final inspection shall be made upon completion of the installation. The requirements of this section shall not be considered to prohibit the operation of any heating equipment installed to replace existing heating equipment serving an occupied portion of a structure in the event a request for inspection of such heating equipment has been filed with the department not more than 48 hours after replacement work is completed, and before any portion of such equipment is concealed by any permanent portion of the structure.

7. Section 108.1 is amended to read as follows:

**108.1 Unlawful acts.** Any person as defined herein (Section 202) who erects, constructs, reconstructs, remodels, enlarges, alters, repairs, moves, improves, converts, demolishes, equips, uses, occupies, or maintains any building or structure, or any part of a building or structure, in the unincorporated area of Garfield County or causes the same to be done, contrary to or in violation of any provisions of this code, or any provisions of Part 2, Article 28, Title 30, C.R.S., 1973, as amended shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined not more than \$100.00, or by imprisonment in the county jail for not more than ten days, or both by such fine and imprisonment. Each and every day during which such illegal erection, construction, reconstruction, remodel, enlargement, alteration, repair, move, improvement, conversion, demolition, maintenance or use continues shall be deemed a separate offense. In case any building or structure is or is proposed to be erected, constructed, reconstructed,

enlarged, altered, repaired, moved, improved, converted, demolished, maintained or used in violation of this code or of any provision of Part 2, Article 28, Title 30, C.R.S., as amended, the District Attorney of the District, The Board of County Commissioners of Garfield County, or any owner of real estate within the area subject to this code, in addition to other remedies provided by law, may institute an appropriate action for injunction, mandamus or abatement to prevent, enjoin, abate, or remove such unlawful erection, construction, reconstruction, remodel, enlargement, alteration, repair, move, improvement, conversion, demolition, maintenance or use.

8. **Section 108.4** is hereby repealed in its entirety. Penalties are assessed as per the IBC
9. **Section 109** is repealed in its entirety. See IBC for appeal process.

Section 202 is amended by adding the following definition within the alphabetical order of the existing definitions.

**FIRE DEPARTMENT OFFICIAL.** The chief officer of any fire district in unincorporated Garfield fire protection districts or the chief officer's authorized representative.

**PERSON.** A natural person or any individual, partnership, corporation, association, company or other public or corporate body, including the federal government, and includes any political subdivision, agency, instrumentality, or corporation of the state or the United States government. Singular includes plural, male includes female.

10. Section 303.3 is amended to delete listed items 3 and 4 relating to unvented room heaters. Unvented room heaters are prohibited in Garfield County.
11. Section 303 is amended to add a subsection.

**303.8 LPG Appliances.** Appliances burning LPG (Liquid Petroleum Gas) shall not be installed in a pit, basement or similar location where heavier-than-air gases may collect unless such location is provided with an approved means for removal of unburned gas. The policy in Garfield County to approve such a means is as follows:

An untrapped drain with a minimum diameter of 4 inches located in the lowest area where heavier-than-air vapors may collect is to be run with a continuous slope to an exterior area, which is not within a depression or recessed below adjacent terrain.

The area of termination is to be determined by the building inspector as likely to remain free of standing water, ice and other debris that may prevent the flow and dissipation of unburned gas.

The upper inlet and the termination of the drain are to be provided with protection from the entry of debris or animals, which may cause blockage of the drain. This protection

is to be approved by the building inspector.

12. Section 403.4.2 is amended to add the following:

**403.4.2 Steel.** Steel and wrought-iron pipe shall be at least of standard weight (schedule 40) and shall comply with one of the following standards:

1. ASME B 36.10, 10M
2. ASTM A53; or
3. ASTM A 106.

Galvanized pipe shall not be used with propane.

13. Section 406.4.1 is amended to read as follows:

**406.4.1 Test pressure.** The test pressure to be used shall be no less than 1-1/2 times the proposed maximum working pressure, but not less than 10 psig irrespective of design pressure. Where the test pressure exceeds 125 psig, the test pressure shall not exceed a value that produces a hoop stress in the piping greater than 50 percent of the specified minimum yield strength of the pipe.

14. Section 501.8 is amended to read as follows:

**501.8 Equipment not required to be vented.** The following appliances shall not be required to be vented.

1. Ranges.
2. Built in domestic cooking units listed and marked for optional venting.
3. Hot plates and laundry stoves.
4. Type 1 clothes dryers (Type 1 clothes dryers shall be exhausted in accordance with the requirements of Section 614).
5. A single booster type instantaneous water heater, where designed and used solely for the sanitizing rinse requirements of a dishwashing machine, provided that the heater is installed in a commercial kitchen having a mechanical exhaust system. Where installed in this manner, the draft hood, if required, shall be in place and unaltered and the draft hood outlet shall not be less than 36 inches vertically and 6 inches horizontally from any surface other than the heater.
6. Refrigerators.
7. Counter appliances.
8. Direct-fire make-up air heaters.
9. Other equipment listed for unvented use and not provided with a flue collar.
10. Specialized equipment of limited input such as laboratory burners and gas lights.

Where the appliances and equipment listed in items 5 through 10 above are installed so that the aggregate input rating exceeds 20 Btu per hour per cubic foot of volume of the

room or space in which such appliances and equipment are installed, one or more shall be provided with venting systems or other approved means for conveying the vent gases to the outdoor atmosphere so that the aggregate input rating of the remaining unvented appliances and equipment does not exceed the 20 Btu per hour per cubic foot figure. Where the room or space in which the equipment is installed is directly connected to another room or space by a doorway, archway, or other opening of comparable size that cannot be closed, the volume of such adjacent room or space shall be permitted to be included in the calculations.

15. Section 506 is amended by adding a new subsection to read as follows:

**506.4 Factory-built chimney enclosures.** Factory-built chimneys shall be effectively fire blocked at each floor level and ceiling level and at the roof. The vertical distance between adjacent fire blocking shall not exceed 10 feet. See mechanical code for other requirements.

16. Section 603.1 is amended to read as follows:

**603.1 General.** Log lighters are prohibited.

17. Section 621 is amended to read as follows:

## **SECTION 621 UNVENTED ROOM HEATERS**

**621.1 Prohibited installation.** Installation of unvented room heaters and unvented log heaters is prohibited.

## **VII. 2009 INTERNATIONAL ENERGY CONSERVATION CODE (IECC)**

- A. Additions and Modifications: The Sections of the IECC are adopted subject to the following additions or modifications:

1. Section 101.1 is amended to read as follows:

**101.1 Title.** This code shall be known as the *International Energy Conservation Code* of Garfield County, Colorado. This code shall apply to all of the unincorporated area of Garfield County, Colorado.

2. Section 101.4.4 is deleted.

3. Section 104 is deleted. See IRC Section R109 or IBC 110 as it applies for requirements related to inspections.

4. Section 107 is deleted. Fees required will be determined under Sections R108 IRC

or Section 109 IBC as it applies.

5. Section 108 is deleted. Stop Work Order regulations are determined in Sections R114 of the IRC or 115 of the IBC as it applies.

6. Section 109 is deleted. See sections R112 IRC or 113 IBC for the appeal process.

## EXHIBIT B-BUILDING PERMIT FEES

| Total Valuation*               | Fee                                                                                                                                    |
|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|
| \$1.00 to \$500.00             | \$23.50                                                                                                                                |
| \$501.00 to \$2000.00          | \$23.50 for the first \$500.00 plus \$3.05 for each additional \$1,000.00, or fraction thereof, to and including \$2000.00.            |
| \$2001.00 to \$25,000.00       | \$69.25 for the first \$2000.00 plus \$14.00 for each additional \$1,000.00, or fraction thereof, to and including \$25000.00.         |
| \$25,001.00 to \$50,000.00     | \$391.25 for the first \$25,000.00 plus \$10.10 for each additional \$1,000.00, or fraction thereof, to and including \$50,000.00.     |
| \$50,001.00 to \$100,000.00    | \$643.75 for the first \$50,000.00 plus \$7.00 for each additional \$1,000.00, or fraction thereof, to and including \$100,000.00.     |
| \$100,001.00 to \$500,000.00   | \$993.75 for the first \$100,000.00 plus \$5.60 for each additional \$1,000.00, or fraction thereof, to and including \$500,000.00.    |
| \$500,001.00 to \$1,000,000.00 | \$3233.75 for the first \$500,000.00 plus \$4.75 for each additional \$1,000.00, or fraction thereof, to and including \$1,000,000.00. |
| \$1,000,001.00 and up          | \$5608.75 for the first \$1,000,000.00 plus \$3.15 for each additional \$1,000.00, or fraction thereof.                                |

Plan Check fee shall be 65% of the building permit fee.

\* Based on Table 1 attached subject to change only by Garfield County Board of County Commissioners' action.

### Other Inspections and Fees:

1. Inspections outside of normal business hours.....\$50.00/hr.  
(minimum charge-two hours)
2. Reinspection fees .....\$50.00/hr.
3. Inspections for which no fee is specifically indicated .....\$50.00/hr.  
(minimum charge - 1 hour)
4. Additional plan review required by changes, additions or revisions to plans.....\$50.00/hr.  
(minimum charge - 1 hour)
5. Grading Permits  
Major Grading - over 20,000 sq. ft. or over 5000 cu. Yd.  
.....\$400.00  
Minor Grading -less than 20,000 sq. ft. or under 5000 cu. yd.

.....\$100.00  
6. Manufactured Home Fee (single level) .....\$400.00  
7. Manufactured Home Fee (multi level).....\$600.00  
8. Re-roofing Fee .....\$100.00  
9. Demo Permit .....\$25.00

TABLE 1 SQUARE FOOT CONSTRUCTION COSTS

| Group       | International Building Code                            | Type of Construction |        |        |        |        |        |        |        |        |
|-------------|--------------------------------------------------------|----------------------|--------|--------|--------|--------|--------|--------|--------|--------|
|             |                                                        | IA                   | IB     | IIA    | IIB    | IIIA   | IIIB   | IV     | VA     | VB     |
| A-1         | Assembly, theaters, with stage                         | 160.69               | 153.29 | 149.76 | 143.55 | 133.59 | 132.90 | 138.98 | 123.75 | 119.25 |
|             | Assembly, theaters, without stage                      | 148.41               | 141.02 | 137.48 | 131.28 | 121.31 | 120.63 | 126.71 | 111.47 | 106.98 |
| A-2         | Assembly, nightclubs                                   | 118.34               | 115.03 | 112.14 | 107.94 | 100.98 | 99.75  | 104.00 | 91.98  | 88.94  |
| A-2         | Assembly, restaurants, bars, banquet halls             | 117.34               | 114.03 | 110.14 | 106.94 | 98.98  | 98.75  | 103.00 | 89.98  | 87.94  |
| A-3         | Assembly, churches                                     | 149.66               | 142.27 | 138.73 | 132.52 | 122.51 | 121.82 | 127.96 | 112.67 | 108.17 |
|             | Assembly, general, community halls, libraries, museums | 119.71               | 111.78 | 107.24 | 102.03 | 91.08  | 91.39  | 97.46  | 81.24  | 77.74  |
| A-4         | Assembly, arenas                                       | 117.34               | 114.03 | 110.14 | 106.94 | 98.98  | 98.75  | 103.00 | 89.98  | 87.94  |
| B           | Business                                               | 119.85               | 115.54 | 111.79 | 106.56 | 95.15  | 94.65  | 102.31 | 84.79  | 81.61  |
| E           | Educational                                            | 128.37               | 124.05 | 120.50 | 115.17 | 106.24 | 103.73 | 111.36 | 94.92  | 91.38  |
| F-1         | Factory and industrial, moderate hazard                | 74.13                | 70.68  | 66.42  | 64.36  | 55.62  | 56.61  | 61.75  | 47.42  | 45.06  |
| F-2         | Factory and industrial, low hazard                     | 73.13                | 69.68  | 66.42  | 63.36  | 55.62  | 55.61  | 60.75  | 47.42  | 44.06  |
| H-1         | High Hazard, explosives                                | 69.75                | 66.29  | 63.04  | 59.97  | 52.43  | 52.42  | 57.36  | 44.23  | N.P.   |
| H-2, -3, -4 | High hazard                                            | 69.75                | 66.29  | 63.04  | 59.97  | 52.43  | 52.42  | 57.36  | 44.23  | 40.88  |
| H-5         | HPM                                                    | 119.85               | 115.54 | 111.79 | 106.56 | 95.15  | 94.65  | 102.31 | 84.79  | 81.61  |
| I-1         | Institutional, supervised environment                  | 119.19               | 115.10 | 112.01 | 107.47 | 98.61  | 98.56  | 104.22 | 90.64  | 87.06  |
| I-2         | Institutional, incapacitated                           | 200.36               | 196.04 | 192.30 | 187.07 | 175.32 | N.P.   | 182.81 | 164.96 | N.P.   |
| I-3         | Institutional, restrained                              | 137.99               | 133.67 | 129.93 | 124.70 | 114.47 | 112.98 | 120.44 | 104.12 | 98.94  |
| I-4         | Institutional, day care facilities                     | 119.19               | 115.10 | 112.01 | 107.47 | 98.61  | 98.56  | 104.22 | 90.64  | 87.06  |
| M           | Mercantile                                             | 88.15                | 84.83  | 80.95  | 77.74  | 70.26  | 70.02  | 73.81  | 61.26  | 59.22  |
| R-1         | Residential, hotels                                    | 120.33               | 116.24 | 113.15 | 108.61 | 99.80  | 99.75  | 105.41 | 91.83  | 88.25  |
| R-2         | Residential, multiple family                           | 100.33               | 96.24  | 93.15  | 88.61  | 79.85  | 79.90  | 85.56  | 71.98  | 68.40  |
| R-3         | Residential, one- and two-family                       | 96.19                | 93.52  | 91.22  | 86.71  | 84.51  | 84.30  | 87.22  | 80.46  | 74.68  |
| R-4         | Residential, care/assisted living facilities           | 119.19               | 115.10 | 112.01 | 107.47 | 98.61  | 98.56  | 104.22 | 90.64  | 87.06  |
| S-1         | Storage, moderate hazard                               | 68.75                | 65.29  | 61.04  | 58.97  | 50.43  | 51.42  | 56.36  | 42.23  | 39.88  |
| S-2         | Storage, low hazard                                    | 67.75                | 64.29  | 61.04  | 57.97  | 50.43  | 50.42  | 55.36  | 42.23  | 38.88  |
| U           | Utility, Miscellaneous                                 | 52.28                | 49.43  | 46.49  | 44.17  | 38.31  | 38.31  | 41.69  | 31.50  | 29.99  |

Other Valuations:

Garages and wood storage buildings                      \$18.00 per sq.ft.

|                                    |                    |
|------------------------------------|--------------------|
| Covered decks and patios           | \$24.00 per sq.ft. |
| Unfinished basements               | 41.00              |
| Foundations/crawlspaces            | 9.00               |
| Basement conversion unfin to fin   | 33.68              |
| Plan check fee basement conversion |                    |
| 100.00/each                        |                    |
| Decks or carports                  | 12.00 per sq.ft.   |
| Underground pools                  | 20.00              |
| Mini storage buildings             | 22.51              |

# EXHIBIT

SECTION 32, TOWNSHIP 6 SOUTH,  
RANGE 87 WEST, 6TH P.M.  
GARFIELD COUNTY, COLORADO

Centerline of one-lane, unimproved road shown on Servco Inc. survey dated November 29, 2004 extending northerly from Locked Gate No. 1. This road provides access through various recorded easements and/or prescriptive rights to lands owned by Coulter Creek Valley Ranch LLLP, Jim and Sharon Nieslanik, LLLP, Consolidated Reservoir, Inc. for reservoir maintenance and Crystal River Ranch Co. LLP.

LOCKED GATE NO. 2

USGS

RALSTON CABIN

PETERSON RANCH HOUSE

SURVEYED PROPERTY LINE BETWEEN  
PETERSON 78 AC. PARCEL AND  
COULTER CREEK VALLEY RANCH LLLP

Locked Gate No. 1  
MP 1.589 (83+88.86)

CENTERLINE OF ROAD SHOWN  
AND DESCRIBED BY SURVCO INC.  
IN NOV. 2004

CENTERLINE OF 60' STRIP OF  
LAND DESCRIBED IN BOOK 64 AT  
PAGE 73, DATED JANUARY 5, 1904  
RALSTON R-O-W

USGS

APPROXIMATE LOCATION OF HOLY CROSS ELECTRIC LINE

Surveyed center line of the existing improved County Road 121 extending northerly from the point where it crosses the westerly line of the Peterson 78 acre parcel to Locked Gate No. 1 which is also the centerline of the proposed 60' wide easement R-O-W to be conveyed to Garfield County upon vacation of the 1904 Ralston R-O-W.



SCHMUESER | GORDON | MEYER  
ENGINEERS | SURVEYORS

SCHMUESER GORDON MEYER, INC.  
118 W. 6TH STREET, SUITE 200  
GLENWOOD SPRINGS, COLORADO 81601  
(970) 945-1004 FAX (970) 945-5948  
ASPEN, COLORADO (970) 925-6727  
CRESTED BUTTE, CO (970) 349-5355

PETERSON  
1904 RALSTON ROW TO GARCO

Job No. 2006-49 Date: OCT 2006 Drawn by: KW File: PE



STATE OF COLORADO                    )  
                                                  ) ss.  
COUNTY OF GARFIELD                )

At a regular meeting of the Board of County Commissioners for Garfield County,  
Colorado, held at \_\_\_\_\_ June 7, 2010 there were present:

Tresi Houpt \_\_\_\_\_, Commissioner  
Mike Samson \_\_\_\_\_, Commissioner  
John Martin \_\_\_\_\_, Commissioner Chairman  
Ed Green \_\_\_\_\_, County Administrator  
Deborah Quinn \_\_\_\_\_, Assistant County Attorney  
Jean Alberico \_\_\_\_\_, Clerk to the Board

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

RESOLUTION NO. \_\_\_\_\_ - \_\_\_\_\_

A RESOLUTION CONCERNED WITH VACATING A PORTION OF PUBLIC ROAD  
RIGHT-OF-WAY AND ACCEPTANCE OF AN EASEMENT DEED AS PUBLIC ROAD  
RIGHT-OF-WAY OTHERWISE KNOWN AS A PORTION OF COUNTY ROAD 121 FROM  
JAMES D PETERSON AND HENSLEY R. PETERSON

Recitals

A. Garfield County is a legal and political subdivision of the State of Colorado for which  
the Board of County Commissioners is authorized to act.

B. James D. Peterson and Hensley R. Peterson (the "Applicants") have applied to the  
Board of County Commissioners to vacate a portion of a deeded public road right-of-way, as  
such lies within the property of the Applicants as set forth below. The right-of-way was deeded  
to the county in 1904 from Amos Ralston, as recorded in Book 64, Page 73 of the records of  
Garfield County, Colorado (the "Ralston right-of way").

C. That portion of the Ralston road right-of-way as set forth below is no longer needed  
as a public road right-of-way since, among other things, County Road 121 was not constructed  
entirely within the Ralston right-of-way and the Applicants have tendered to the County two  
deeds for alternative rights-of-way, including the land where County Road 121 has been built, in  
place, and used for decades through Applicants' property.

D. The Board of County Commissioners is entitled to vacate a public road right-of-way  
by resolution pursuant to the provisions of Section 43-2-303(1)(b), C.R.S. and Section 4-110 of  
the Garfield County Unified Land Use Resolution of 2008, as amended ("ULUR").

E. The Planning Commission considered this request at a public meeting held on, February 24, 2010, at which time the Commission recommended approval with conditions to the Board of County Commissioners.

F. The Board of County Commissioners opened a public hearing on the 12th day of April, 2010 for consideration of whether the proposed road vacation should be granted or denied, during which hearing the public and interested persons were given the opportunity to express their opinions regarding the request.

G. The Board of County Commissioners closed the public hearing on the 7<sup>th</sup> day of June, 2010 to make a final decision.

H. The purpose of the hearing is to determine whether to vacate that portion of the Ralston right-of-way which is no longer required for road purposes because the actual county road 121 has been constructed and in use in a different location on the Applicants' property and the Applicants have tendered deeds for the county road as it currently exists through their property as a replacement for the deeded right of way.

I. The Board of County Commissioners is also entitled to accept rights-of-way properly dedicated to the public, for use by the public, and on behalf of the public, pursuant to the provisions of Section 43-2-201(1)(a), C.R.S., as amended.

J. The Board of County Commissioners wishes to accept dedication of two replacement public road rights-of-way from the Applicants as set forth below.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Garfield County, as follows:

1. That the foregoing Recitals are incorporated by this reference.
2. That portion of the deeded road right-of-way no longer needed for road purposes described as follows and as depicted in Exhibit "A" attached hereto, should be and hereby is vacated:

A strip of land bounded and described in a warranty deed dated October 3, 1904 from Amos Ralston to the Board of County Commissioners of Garfield County, recorded as Document No. 30260 in Book 64 at Page 73, on January 5, 1905, as follows: Beginning at a point on the line to Lots 1 and 3, Section 32, T. 6 S., R. 87 W., 6th P.M., whence the SW corner of Sec. 32 in said Township bears S. 55°33' W. 2626 feet, thence N. 39°18' E. 178 ft. to a point, thence N. 31°00' E. 621.4 ft. to a point, thence S. 82°14' E. 401.7 ft. to a point, thence N. 18°52' E. 189 ft. to a point, thence N. 19°30' W. 390 ft. to a point, thence N. 46°14' E. 460 ft. to a point, thence N. 81°52' E. 210 ft. to a point, thence N. 31°12' W. 252 ft. to a point, thence N. 14°44' W. 62 ft. more or less to the point of intersection with the northerly boundary line of the 78 acre parcel owned by James D. Peterson and Hensley R. Peterson. Being a strip of land 60 feet in width.

3. That pursuant to the foregoing vacation, title to such property shall vest in the adjoining property owner(s), James D. Peterson and Hensley R. Peterson.

4. The foregoing vacation does not leave any property adjoining said public road right-of-way without an established public road connecting said land with another established public road.

5. This vacation does not leave any public land without access to a public road.

6. That this vacation is in the best interest and for the health, safety and welfare of the general public.

7. The Board of County Commissioners hereby accepts as the new public road right-of-way for County Road 121 the properties deeded by James D. Peterson and Hensley R. Peterson through the Easement Deeds attached hereto as Exhibits "B" and "C". The acceptance by this Resolution is limited to the descriptions contained therein. The chair is authorized to sign the originals of these deeds, and they shall be separately recorded at the same time as, and immediately following, the recording of this Resolution.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

BOARD OF COUNTY COMMISSIONERS  
OF GARFIELD COUNTY, COLORADO

By: \_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Clerk to the Board

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

\_\_\_\_\_, Aye  
\_\_\_\_\_, Aye  
\_\_\_\_\_, Aye  
Commissioners



**FIRST AMENDMENT TO  
DEED OF CONSERVATION EASEMENT IN GROSS**

***PETERSON RANCH - Garfield County***

THIS FIRST AMENDMENT TO DEED OF CONSERVATION EASEMENT IN GROSS ("Amendment") is executed this 31st day of March, 2010 by JAMES D. PETERSON and HENSLEY R. PETERSON ("Grantor"), and ASPEN VALLEY LAND TRUST, a Colorado nonprofit corporation having offices at 320 Main St. Suite 204 Carbondale CO 81623 (the "Trust") (collectively "the Parties").

WHEREAS, Grantor is sole owner in fee simple of approximately 78 acres of real property in Garfield County, State of Colorado (the "Property"), upon which a conservation easement to the Trust ("Conservation Easement") was granted via a Deed of Conservation Easement in Gross recorded in the Garfield County real property records at **Reception No. 740028 on December 27, 2007** ("Original Deed");

WHEREAS, Grantor now wishes to amend the Original Deed to permit the relocation of a county road right-of-way that does not overlay the actual county road alignment as built and in place across the Property. This will benefit the Parties, the Conservation Easement, and Garfield County by clarifying the public's right of access over and across the county road, while eliminating the potential for construction of an additional road on the Property;

WHEREAS, Specifically this Amendment is intended to permit the vacation of an obsolete 1904 Garfield County road right-of-way ("Ralston ROW") as it crosses through Grantor's house and other unimproved land on the Property, and to relocate such right-of-way for County Road 121 on top of the existing improved gravel road now in place on the Property. In addition, Grantor wishes to grant Garfield County a short "connector" right-of-way within the Building Envelope that joins County Road 121 to the existing Ralston ROW north of the Property. The net result will be to clarify and correct the location of rights-of-way on the Property, and to reduce potential impact to the Property and its Conservation Values that would result if a road was constructed within the currently existing Ralston ROW; and

WHEREAS, The Parties wish to amend the Original Deed pursuant to Section 16, "Amendment", of the Original Deed, which permits amendment if circumstances arise under which an amendment to the Original Deed would be appropriate to promote the purposes of the Easement, provided that it does not affect the qualification of the Easement under applicable C.R.S. or Internal Revenue Code statutes and regulations, and that it not confer private benefit to the Grantor or any other individual or entity greater than the benefit the general public.

NOW THEREFORE, in consideration of the mutual covenants contained herein, the Parties hereby agree to amend the Original Deed as follows:

1. Section 6. Prohibited and Permitted Uses. Section 6.4 of the Original Deed is hereby amended and restated, it its entirety, to read as follows (revised or additional language is underlined):

*Grantor reserves to itself and to its personal representatives, heirs, successors, and assigns, all rights and obligations accruing from its ownership of the Property, including the right to engage in all uses of the Property not expressly prohibited herein that are consistent with the preservation and protection of the Conservation Values of the Property. Grantor is prohibited from any activity on or use of the Property inconsistent with the preservation and protection of the Conservation Values. Grantor has the burden to prove that Grantor's proposed uses are consistent with the preservation and protection on the Conservation Values of the Property.*

*Whenever this Easement requires that Grantor obtain Trust's approval for any activity or use of the Property, or if Grantor decides there is a question as to whether an activity or use is consistent with the preservation and protection of the Conservation Values and Grantor desires approval for that activity or use, Grantor shall notice the Trust in advance and describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity or use in sufficient detail to permit the Trust to make an informed judgment as to its consistency with the terms of this Easement. Within 30 days of receipt of such request or notice, the Trust shall grant or withhold, in its sole discretion, its approval in writing to Grantor. The Trust's written approval or denial to Grantor shall also set forth the Trust's reason(s) for its determination, along with any modifications to the proposed use or activity (of which the Trust is aware) that would render the same consistent with the purposes of the Easement.*

*The following uses and practices by Grantor, though not an exhaustive recital, are either consistent with and permitted, or inconsistent with and prohibited by this Easement Deed. Expressly permitted uses are to be conducted in a manner consistent with the preservation and protection of the Conservation Values of the Property, pursuant to Section 170(h)(3) of the Code, and C.R.S. § 38-30.5-102. **The permitted and prohibited uses described in this Section 6 shall not apply to the Property within the 5-acre Building Envelope, as shown on Exhibit C attached hereto and incorporated herein, except for Sections 6.1 and 6.8, herein, which shall apply equally to all of the Property.***

2. Section 6.4. Roads and Motor Vehicles. Section 6.4 of the Original Deed is hereby amended and restated, it its entirety, to read as follows (revised or additional language is underlined):

Grantor may maintain, realign, widen and improve an existing single lane road that crosses the eastern-most Agricultural Zone of the Property, as shown in **Exhibit B**, herein ("**Easterly Access Easement**"), according to the terms and conditions of the Road and Utility Easement recorded under Reception No. 738843. The Trust also acknowledges the existence of the Sedge Meadow Easement Agreement recorded under Reception No. 738845, which crosses a portion of the Agricultural Zone, also shown approximately on **Exhibit B**. Grantor has the right to formally vacate a portion of a 60-foot wide Right-of-Way ("ROW") from its current alignment legally described by a deed transferred by Amos Ralston to the Garfield County Board of County Commissioners on January 3, 1904 at Book 64 Page 73 (the "**Ralston ROW**"), and relocate such ROW onto and over the existing improved gravel road identified as County Road 121 on **Exhibit F**, herein ("**Relocated ROW**"). Such Relocated ROW shall be 60 feet wide and deeded to Garfield County expressly for county road purposes. Additionally, Grantor may grant to Garfield County a 60-foot wide ROW along the northern boundary of the Property, also shown in **Exhibit F**, herein, as the "**Connection ROW**", for the express purpose of connecting the Relocated ROW to that unvacated portion of the Ralston ROW located immediately north of the Property. Garfield County shall have the right to use this Connection ROW for county road purposes if necessary. A survey of the Ralston ROW, the Relocated ROW and the Connection ROW is attached hereto as **Exhibit F** (which Exhibit is hereby incorporated into the Easement by this reference). Grantor may grant additional non-exclusive access easements across existing private roads on the Property, which if located outside of the Building Envelope shall require prior approval from the Trust, pursuant to Section 6, as amended above. The Parties acknowledge the existence of certain access and utility easements, recorded in the Garfield County real property records as Reception Nos. 178596, 681907, 234575, 738843, 738844 and 738845, that burden the Property, and such easements may be modified, amended, terminated or maintained by the Grantor without further approval from the Trust. Off-road use of motorized vehicles is prohibited in the Wildlife Zone, except as necessary for property maintenance and emergencies;

3. Section 7. Access. Section 7 of the Original Deed is hereby amended and restated, it its entirety, to read as follows (revised or additional language is underlined):

Grantor hereby prohibits the public any more than visual access to any portion of the Property, except that Grantor is required to provide public access within the County Road 121 Rights-of-Way described in Section 6.4, as amended above. Grantor may permit public access to the rest of the Property on such terms and conditions as it deems appropriate, provided that such access is consistent with the terms of this Easement Deed.

4. Exhibit F. Survey of relocated County Road 121 ROW, Connection ROW and vacated Ralston ROW. By this instrument, Exhibit F, attached hereto, is added to and included in the Original Deed.

Except as modified by this Amendment, the Original Deed and all of its terms and conditions shall remain in full force and effect.

IN WITNESS WHEREOF, Grantor and the Trust have executed this Amendment as of the date first written above.

**GRANTOR:**

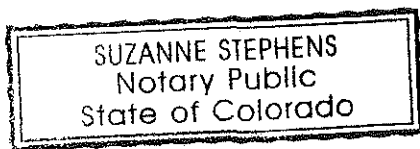
  
JAMES D. PETERSON


  
HENSLEY R. PETERSON

STATE OF COLORADO     )  
                                          ) ss.  
COUNTY OF GARFIELD    )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of March, 2010, by JAMES D. PETERSON and HENSLEY R. PETERSON, as Grantor.

WITNESS my hand and official seal.  
[SEAL]



  
Notary Public  
My commission expires: 8/12/10



**SPECIAL WARRANTY DEED  
(Replacement Right-of-Way)**

For good consideration, **JAMES D PETERSON AND HENSLEY R. PETERSON**, Grantors, hereby bargain, deed and convey to the County Commissioners of Garfield County, State of Colorado, a 60 foot right-of-way for county road purposes, being 30 feet on either side of the centerline of the "Replacement Right-of-Way" depicted on attached **Exhibit "A"** and legally described on attached **Exhibit "B"**.

Grantors, for themselves and their heirs, hereby covenant with Grantee, its heirs, and assigns, that, subject only to the title exceptions listed on **Exhibit "C"**, Grantors are lawfully seized in fee simple of the above-described premises; that they have a good right to convey; that the premises are free from all encumbrances; that Grantor and its heirs, and all persons acquiring any interest in the property granted, through or for Grantor, will, on demand of Grantee, or its heirs or assigns, and at the expense of Grantee, its heirs or assigns, execute an instrument necessary for the further assurance of the title to the premises that may be reasonable required.

The easement herein conveyed is for the sole purpose of locating, constructing, maintaining, repairing or replacing a county road to be incorporated within the public road system for access and for the use of the public, reserving any and all minerals and the right to use the subsurface thereof, provided such does not interfere with the use of the entire surface for public roadway purposes.

The Grantors, for the Grantors and the Grantors' heirs and assigns, do covenant and agree that the Grantors shall and will **WARRANT AND FOREVER DEFEND** the above-described premises in the quiet and peaceable possession of the Grantee against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantors, except and subject to the matters listed on Exhibit C.

IN WITNESS WHEREOF, the Grantors have executed this document this 27<sup>th</sup> day of March, 2010.

*[Signature Page to Follow]*

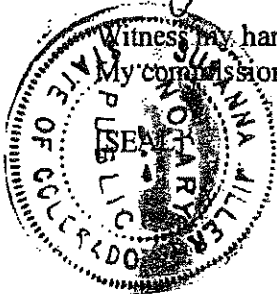
GRANTORS:

  
JAMES D PETERSON

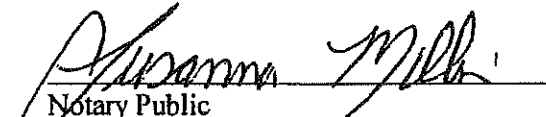
  
HENSLEY R. PETERSON

STATE OF COLORADO                    )  
COUNTY OF Pitkin                    ) ss

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of May 2010, by the above-named James D. Peterson.



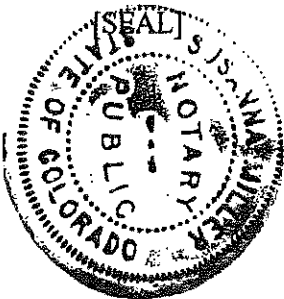
Witness my hand and official seal.  
My commission expires 5/20/12.

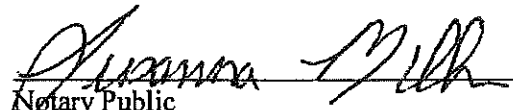
  
Notary Public

STATE OF COLORADO                    )  
COUNTY OF Pitkin                    ) ss

The foregoing instrument was acknowledged before me this 27 day of May 2010, by the above-named Hensley R. Peterson.

Witness my hand and official seal.  
My commission expires 5/20/12.



  
Notary Public

**Acceptance**

The Board of County Commissioners of Garfield County, Colorado hereby accepts as public road right-of-way the property described in this Special Warranty Deed. The property hereby accepted as public road right-of-way shall be known as County Road 121 by resolution of the Garfield County Commissioners adopted the \_\_\_\_\_ day of \_\_\_\_\_ 2010.

ATTEST:

\_\_\_\_\_  
County Clerk

# "EXHIBIT A"

Continuation of one-half undivided road shown on Survey No. 111, dated November 28, 2004 extending northerly from Latched Gate No. 1. This road provides access through various easements and/or prescriptive rights to lands owned by Cedar Creek Valley Ranch, LLC, and Sharon Nielson, LLP, Consolidated Partners, Inc. for research, maintenance and Crystal River Ranch Co. LLP.

Point of beginning of the center-line of a 60' R-O-W to be granted to Garfield County as part of the vacation of a portion of the road on the Peterson 78-acre parcel as described in the 1904 Ralston R-O-W deed to Garfield County. This center-line is described in a roadway survey dated 27 November, 2004 by Samuel Phelps, Garfield County Surveyor.

Book 445, Page 131

Surveyed northerly property line of Peterson 78-acre parcel.

60' CONNECTION R-O-W

Connector ROW

SWNE

N 90°00'00" E  
573.17'

RALSTON CABIN

PETERSON RANCH

POINT OF BEGINNING  
LAT 38°29'28.11805"  
LONG. 107°07'32.48025"  
N=1608032.66' E=2539657.19'  
COLORADO STATE PLANE COORDINATES  
CENTRAL ZONE NAD 83

Exception  
Book 64, Page 73,  
1904 Ralston R-O-W

Lot 1

1904 Ralston ROW

Book 445, Page 131

NWSE

Replacement ROW

Surveyed center-line of the existing Garfield County Road 111 extending northerly from the point where it crosses the westerly line of the Peterson 78-acre parcel to the Peterson's northerly property line which is also the centerline of the proposed 60' replacement R-O-W to be granted to Garfield County upon vacation of the 1904 Ralston R-O-W.

POINT OF ENDING AT WEST LINE COY. LOT 1  
LAT 38°29'13.58814"  
LONG. 107°08'04.67744"  
N=1606458.49' E=2538672.32'  
COLORADO STATE PLANE COORDINATES  
CENTRAL ZONE NAD 83

6 South, Range  
culary

Book 445 at Page  
records lying

N1/4 Corner of  
feet; thence along

Lot 4

## DESCRIPTION OF ROAD TO BE VACATED-1904 RALSTON R-O-W

A strip of land bounded and described in a warranty deed dated October 3, 1904 from Amos Ralston to the Board of County Commissioners of Garfield County, recorded as Document No. 30260 in Book 64 at Page 73, on January 5, 1905 as follows: Beginning at a point on the line to Lots 1 and 3 Section 32, Tp. 6 S., R. 87 W., 6th P.M., whence the

## **Exhibit B**

### **Legal Description of Replacement Right-of-Way**

A road right-of-way situate in Section 32, T. 6 S., R. 87 W. of the 6th P.M., Garfield County, Colorado, being 60 feet in width and lying 30 feet on each side of the following described centerline:

(Bearings as recited in this description are GPS observed Colorado State Plane grid bearings {rotate described bearings 1°01'48" counterclockwise to get true (Geodetic) bearings}, recited distances are ground distances).

Beginning at a point on the northerly property line of the 78 acre parcel owned by James D. and Hensley R. Peterson in said Section 32, said point of beginning having a Colorado State Plane (Central Zone-NAD 83) coordinate of north 1608032.66 east 2539657.19 Lat. N 39°29'29.31905 Long. W 107°07'52.48025" (WGS 84-1992), thence along the center of said road right-of-way 131.10 feet along the arc of a curve to the right, having a radius of 123.73 feet, a central angle of 60°42'36", and subtending a chord bearing S 02°00'26" W 125.05 feet; thence S 32°21'44" W 224.63 feet; thence 93.29 feet along the arc of a curve to the left, having a radius of 122.00 feet, a central angle of 43°48'52", and subtending a chord bearing S 10°27'18" W 91.03 feet; thence, S 11°27'08" E 235.29 feet; thence 190.60 feet along the arc of a curve to the right, having a radius of 354.69 feet, a central angle of 30°47'22", and subtending a chord bearing S 03°56'33" W 188.32 feet; thence, S 19°20'14" W 94.90 feet; thence 473.97 feet along the arc of a curve to the right, having a radius of 503.02 feet, a central angle of 53°59'14", and subtending a chord bearing S 46°19'51" W 456.63 feet; thence, S 73°19'28" W 48.53 feet; thence 169.41 feet along the arc of a curve to the left, having a radius of 444.25 feet, a central angle of 21°50'59", and subtending a chord bearing S 62°23'58" W 168.39 feet; thence, S 51°28'29" W 408.86 feet more or less to the west line of Government Lot 1 of said Section 32, the point of ending.

The sidelines of the above-described right-of-way to be lengthened or shortened on the westerly end to terminate on said west line of Government Lot 1 and on the northerly end to terminate on the northerly line of the Peterson 78 acre parcel.

The above description is based upon a survey of the existing road by Samuel Phelps, Garfield County Surveyor, dated November 27, 2004, for Garfield County.

**Exhibit C**

**Exceptions to Title**

1. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 29, 1910, IN BOOK 71 AT PAGE 410.

2. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 29, 1910, IN BOOK 71 AT PAGE 410.

3. A STRIP OF LAND DEEDED TO THE BOARD OF COUNTY COMMISSIONERS AS DESCRIBED IN DEED RECORDED JANUARY 5, 1905 IN BOOK 64 AT PAGE 73.

4. TERMS, CONDITIONS AND PROVISIONS OF ROAD VIEWERS REPORT RECORDED JULY 27, 1904 IN BOOK ROAD RECORD I AT PAGE 131.

5. RESERVATION OF A PERPETUAL EASEMENT OR RIGHT OF WAY FOR A ROAD AS DESCRIBED IN DEED RECORDED FEBRUARY 21, 1952 IN BOOK 263 AT PAGE 206.

6. TERMS, CONDITIONS AND PROVISIONS OF DEED RECORDED MAY 24, 1966 IN BOOK 376 AT PAGE 343.

7. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 20, 1995 IN BOOK 934 AT PAGE 735.

8. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 20, 1995 IN BOOK 934 AT PAGE 757.

**SPECIAL WARRANTY DEED  
(Connector Right-of-Way)**

For good consideration, **JAMES D PETERSON AND HENSLEY R. PETERSON**, Grantors, hereby bargain, deed and convey to the County Commissioners of Garfield County, State of Colorado, a 60 foot right-of-way for county road purposes, being 30 feet on either side of the centerline of the "Connector Right-of-Way" depicted on attached **Exhibit "A"** and legally described on attached **Exhibit "B"** unless the County Commissioners vacate the remainder of a right of way described in a warranty deed dated October 3, 1904 and recorded in Book 64 on Page 73, Reception No. 30260 which lies north of the Connector Right-of-Way, in which case all right, title and interest in the Connector Right-of-Way granted to the County pursuant to this Special Warranty Deed shall automatically revert to Grantors.

Grantors, for themselves and their heirs, hereby covenant with Grantee, its heirs, and assigns, that, subject to the title exceptions listed on **Exhibit "C"** and the possibility of reverter described above: Grantors are lawfully seized in fee simple of the above-described premises; that they have a good right to convey; that the premises are free from all encumbrances; that Grantor and its heirs, and all persons acquiring any interest in the property granted, through or for Grantor, will, on demand of Grantee, or its heirs or assigns, and at the expense of Grantee, its heirs or assigns, execute an instrument necessary for the further assurance of the title to the premises that may be reasonable required.

The easement herein conveyed is for the sole purpose of locating, constructing, maintaining, repairing or replacing a county road to be incorporated within the public road system for access and for the use of the public, reserving any and all minerals and the right to use the subsurface thereof, provided such does not interfere with the use of the entire surface for public roadway purposes.

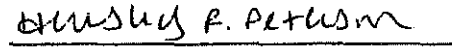
The Grantors, for the Grantors and the Grantors' heirs and assigns, do covenant and agree that the Grantors shall and will WARRANT AND FOREVER DEFEND the above-described premises in the quiet and peaceable possession of the Grantee against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantors, except and subject to the matters listed on Exhibit C.

IN WITNESS WHEREOF, the Grantors have executed this document this 27  
day of MAY, 2010.

*[Signature Page to Follow]*

GRANTORS:

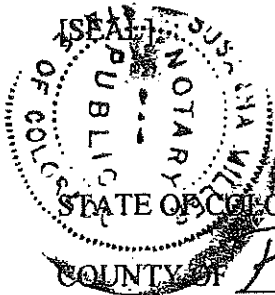
  
JAMES D PETERSON

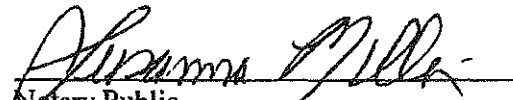
  
HENSLEY R. PETERSON

STATE OF COLORADO )  
COUNTY OF Pitkin ) ss

The foregoing instrument was acknowledged before me this 27 day of May 2010, by the above-named James D. Peterson.

Witness my hand and official seal.  
My commission expires 5/20/12.

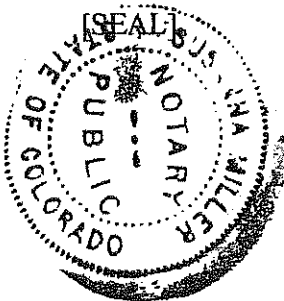


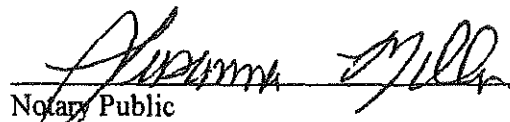
  
Notary Public

STATE OF COLORADO )  
COUNTY OF Pitkin ) ss

The foregoing instrument was acknowledged before me this 27 day of May 2010, by the above-named Hensley R. Peterson.

Witness my hand and official seal.  
My commission expires 5/20/12.



  
Notary Public

**Acceptance**

The Board of County Commissioners of Garfield County, Colorado hereby accepts as public road right-of-way the property described in this Special Warranty Deed. The property hereby accepted as public road right-of-way shall be known as County Road 121 by resolution of the Garfield County Commissioners adopted the \_\_\_\_\_ day of \_\_\_\_\_ 2010.

ATTEST:

\_\_\_\_\_  
County Clerk

# "EXHIBIT A"

Centerline of one-lane unimproved road shown on Survey plat, survey dated November 28, 2004 extending northerly from Locked Gate No. 1. This road provides access through various recorded easements and/or prescriptive rights to lands owned by Coulter Creek Valley Ranch LLP, LLC and Sharon Meadows, LLC, Consolidated Minerals, Inc. for reservoir maintenance and Crystal River Ranch Co. LLP.

Point of beginning of the center-line of a 60' R-O-W to be granted to Garfield County as part of the vacation of a portion of the road on the Peterson 78 acre parcel, as described in the 1904 Ralston R-O-W deed to Garfield County. This center-line is described in a roadway survey dated 27 November, 2004 by Samuel Phelps, Garfield County Surveyor.

Book 445, Page 131

Surveyed northerly property line of Peterson 78 acre parcel.

Exception Book 64, Page 73, 1904 Ralston R-O-W

Lot 1

RALSTON CABIN  
PETERSON RANCH

POINT OF BEGINNING  
LAT 38°29'28.31805"  
LONG. 107°07'32.43025"  
N=1608032.66' E=253957.19  
COLORADO STATE PLANE COORDINATES  
CENTRAL ZONE NAD 83

1904 Ralston ROW

Book 445, Page 131

Replacement ROW

Surveyed center-line of the existing Garfield County Road 121 extending northerly from the point where it crosses the easterly line of the Peterson 78-acre parcel to the Peterson's northerly property line which is also the centerline of the proposed replacement R-O-W to be granted to Garfield County upon vacation of the 1904 Ralston R-O-W.

POINT OF ENDING AT WEST LINE GOV. LOT 1  
LAT 38°29'11.52814"  
LONG. 107°08'04.67744"  
N=1606452.49' E=2558672.22  
COLORADO STATE PLANE COORDINATES  
CENTRAL ZONE NAD 83

South, Range  
County

Book 445 at Page  
records lying

N 1/4 Corner of  
lot; thence along

Lot 4

DESCRIPTION OF ROAD TO BE VACATED-1904 RALSTON R-O-W

A strip of land bounded and described in a warranty deed dated October 3, 1904 from Ames Ralston to the Board of County Commissioners of Garfield County, recorded as Document No. 30260 in Book 64 at Page 73, on January 5, 1905 as follows: Beginning at a point on the line

## **Exhibit B**

### **Legal Description of Connector Right-of-Way**

A strip of land being 60 feet in width lying southerly of, adjacent to, and parallel with the northerly line of that 78 acre parcel of land owned by James D. Peterson and Hensley R. Peterson ("Petersons") in Section 32, T. 6 S., R. 87 W. of the 6th P.M., Garfield County, Colorado, extending from the easterly right-of-way line of that certain "Ralston" right-of-way granted to Garfield County by warranty deed dated October 3, 1904 and recorded in Book 64 on Page 73, Reception No. 30260, and extending southwesterly approximately 322.99' along the north boundary of the Peterson property to the easterly right-of-way line of the "Replacement Right-of-Way" granted by Petersons to Garfield County pursuant to that Special Warranty Deed dated May \_\_\_\_, 2010 and recorded in the Garfield County real property records contemporaneously with this Special Warranty Deed.

**Exhibit C**

**Exceptions to Title**

1. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 29, 1910, IN BOOK 71 AT PAGE 410.

2. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 29, 1910, IN BOOK 71 AT PAGE 410.

3. A STRIP OF LAND DEEDED TO THE BOARD OF COUNTY COMMISSIONERS AS DESCRIBED IN DEED RECORDED JANUARY 5, 1905 IN BOOK 64 AT PAGE 73.

4. TERMS, CONDITIONS AND PROVISIONS OF ROAD VIEWERS REPORT RECORDED JULY 27, 1904 IN BOOK ROAD RECORD 1 AT PAGE 131.

5. RESERVATION OF A PERPETUAL EASEMENT OR RIGHT OF WAY FOR A ROAD AS DESCRIBED IN DEED RECORDED FEBRUARY 21, 1952 IN BOOK 263 AT PAGE 206.

6. TERMS, CONDITIONS AND PROVISIONS OF DEED RECORDED MAY 24, 1966 IN BOOK 376 AT PAGE 343.

7. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 20, 1995 IN BOOK 934 AT PAGE 735.

8. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 20, 1995 IN BOOK 934 AT PAGE 757.



## **AMENDMENT TO ROAD EASEMENT AGREEMENTS**

**COULTER CREEK VALLEY RANCH, LLLP, a Colorado limited liability limited partnership ("Coulter Creek"), whose address is P.O. Box 1714, Aspen, CO 81612, and JAMES D. PETERSON AND HENSLEY R. PETERSON (collectively "Petersons"), whose address is P.O. Box 1714, Aspen, CO 81612, hereby agree as follows:**

**a. The parties have previously entered into three road, utility and/or access easement agreements, which agreements are further described as follows:**

**(1) Road and Utility Easement Agreement Easterly Access, dated November 8, 2007 and recorded in the real property records of Garfield County, Colorado on December 7, 2007 at Reception No. 738843 ("Easterly Access Easement");**

**(2) Road and Utility Easement Agreement Westerly Access, dated November 8, 2007 and recorded in the real property records of Garfield County, Colorado on December 7, 2007 at Reception No. 738844 ("Westerly Access Easement"); and**

**(3) Agricultural Easement Agreement (Sedge Meadow Agricultural Access) dated November 8, 2007 and recorded in the real property records of Garfield County, Colorado on December 7, 2007 at Reception No. 738845 ("Sedge Meadow Access Easement").**

**b. In exchange for Garfield County's vacation of a right-of-way across the Petersons' property known as the "Ralston right-of-way"), Petersons have agreed to dedicate two additional road rights-of-way to the Garfield County Board of County Commissioners (the "replacement" and "connector" rights-of-way), which rights-of-way shall extend north from the current northerly terminus of the improved Garfield County Road 121 along an existing unimproved roadway north to the north boundary of the Petersons' property, and then east along the northern boundary of Petersons' property to connect to the portion of the "Ralston" right-of-way that extends northward onto the Coulter Creek property (see Exhibit A which depicts the proposed rights-of-way to be dedicated and the "Ralston" right-of-way)**

**c. The parties wish to confirm that Coulter Creek does not object to the proposed additional public right-of-way dedications by Petersons to Garfield County, and that, to the extent applicable, the above-described easement agreements between Petersons and Coulter Creek shall be deemed amended hereby so that these private easement agreements shall have no future applicability to portions of the Petersons' property within the "replacement" and "connector" rights-of-way that Petersons propose to dedicate to Garfield County.**

WHEREFORE, in consideration of the promises and agreements set forth herein, and for other good and sufficient consideration, the receipt and sufficiency of which are hereby acknowledged, the parties further agree as follows:

1. Coulter Creek hereby consents to Petersons' dedication to Garfield County of public road rights-of-way across the Petersons' property in the locations labeled as the "replacement" and "connector" rights-of-way upon the attached Exhibit A.


2. Upon Garfield County's acceptance of deeds for these two rights-of-way, and recordation of the same, the parties hereto confirm and agree that the terms and conditions of the Easterly Access Easement, the Westerly Access Easement, and/or the Sedge Meadow Access Easement shall not apply to any areas within the new public rights-of-way.

3. This document shall be recorded in the Garfield County real property records contemporaneously with deeds from Petersons to Garfield County for the new public rights-of-way.

4. Except as amended hereby, the Easterly Access Easement, the Westerly Access Easement and the Sedge Meadow Access Agreement shall remain in full force and effect.

DATED this 31<sup>st</sup> day of March, 2010.

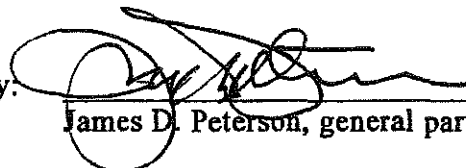
PETERSONS:

By:   
James D. Peterson

By: Hensley R. Peterson  
Hensley R. Peterson

COULTER CREEK:

COULTER CREEK VALLEY RANCH, LLLP  
a Colorado limited liability limited partnership

By:   
James D. Peterson, general partner

STATE OF COLORADO }  
COUNTY OF PITKIN } ss.

Subscribed and sworn to before me by James D. Peterson and Hensley R. Peterson this 31 day of March, 2010.

WITNESS my hand and official seal.

My commission expires: 8/12/10

SUZANNE STEPHENS  
Notary Public  
State of Colorado

Signature  
Notary Public

STATE OF COLORADO }  
COUNTY OF PITKIN } ss.

Subscribed and sworn to before me by James D. Peterson as general partner of Coulter Creek Valley Ranch, LLLP, a Colorado limited liability limited partnership, this 31st day of MARCH, 2010.

WITNESS my hand and official seal.

My commission expires: 8/12/10

**SUZANNE STEPHENS**  
Notary Public  
State of Colorado

Supreme Stephens  
Notary Public

# "EXHIBIT A"

Continuation of the line surveyed on Survey No. 1004 dated November 22, 2004 extending northerly from Locked Gate Road. This road provides access through various recorded easements and/or prescriptive rights, to lands owned by Coulter Creek Valley Ranch, LLP, Jim and Sharon Neeland, LLP, Consolidated Petroleum, Inc. for reservoir maintenance and Crystal River Ranch Co., LLP.

Point of beginning of the center-line of a 60' R-O-W to be granted to Garfield County as part of the vacation of a portion of the road on the Peterson 78 acre parcel, as described in the 1904 Ralston R-O-W deed to Garfield County. This center-line is described in a roadway survey dated 27 November, 2004 by Samuel Phelps, Garfield County Surveyor.

Book 445, Page 131

Surveyed northerly property line of Peterson 78 acre parcel.

Exception Book 64, Page 73, 1904 Ralston R-O-W

Lot 1

NWSE

Replacement ROW

Surveyed center-line of the existing burned County Road 121 extending northerly from the point where it crosses the westerly line of the Peterson 78 acre parcel to the Peterson's northerly property line which is also the centerline of the proposed 60' R-O-W to be granted to Garfield County upon vacation of the 1904 Ralston R-O-W.

POINT OF ENDING AT WEST LINE GOV. LOT 1  
LAT 38°28'13.58811"  
LONG 107°08'04.67744"  
N=1806458.49 E=2558672.32  
COLORADO STATE PLANE COORDINATES  
CENTRAL ZONE NAD 83.

Lot 4

## DESCRIPTION OF ROAD TO BE VACATED-1904 RALSTON R-O-W

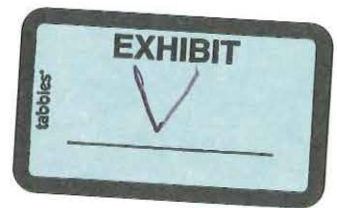
A strip of land bounded and described in a warranty deed dated October 3, 1904 from Amos Ralston to the Board of County Commissioners of Garfield County, recorded as Document No. 30260 in Book 64 at Page 73, on January 5, 1905 as follows: Beginning at a point on the line

6 South, Range 14 East

Book 445 at Page records lying

N1/4 Corner of west; thence along

200  
100  
100  
100  
100



## **AMENDMENT TO ROAD EASEMENT AGREEMENT**

This Amendment to Road Easement Agreement (this "Amendment") is entered into as of the \_\_\_ day of \_\_\_\_\_, 2010, by and among COULTER CREEK VALLEY RANCH, LLLP, a Colorado limited liability limited partnership ("Coulter Creek"), whose address is P.O. Box 1714, Aspen, CO 81612, and JAMES D. PETERSON AND HENSLEY R. PETERSON (collectively, the "Petersons"), whose address is P.O. Box 1714, Aspen, CO 81612, and CRYSTAL RIVER RANCH CO. LLP, a Colorado limited liability partnership ("CRR"), whose address is 555 17<sup>th</sup> Street, Suite 2400, Denver, CO 80202.

### **BACKGROUND**

A. The parties have previously entered into that certain Road Easement Agreement, dated August 5, 2005, and recorded in the Office of the Clerk and Recorder of Garfield County, Colorado, on September 9, 2005, at Book 1725, Page 96, Reception No. 681907 (the "Easement Agreement"). Capitalized terms not otherwise defined in this Agreement are used as defined in the Easement Agreement. Among other things, the Easement Agreement provides for an access and utility easement from Garfield County Road 121 across the Peterson Property and the CCVR Property to the Laurence Property.

B. Coulter Creek is the owner the CCVR Property. The Petersons are the owners of the Peterson Property. CRR is the owner of the Laurence Property.

C. Pursuant to an instrument, dated January 5, 1904 and recorded in the office of the Clerk and Recorder of Garfield County, Colorado, in Book 64 at Page 73, the Board of County Commissioners of Garfield County, Colorado ("Garfield County"), was granted a right-of-way, sometimes known as the 1904 Ralston Right-of-Way, a portion of which is depicted on Exhibit A attached hereto and made a part hereof and referred to in Exhibit A and in this Agreement as the "1904 Ralston R-O-W."

D. The 1904 Ralston R-O-W crosses the Peterson Property and continues onto and dead ends within the CCVR Property. The portion of the 1904 Ralston R-O-W located on the Peterson Property is referred to in this Agreement as the "Peterson Portion of the 1904 Ralston R-O-W." The portion of the 1904 Ralston R-O-W that is located on the CCVR Property is referred to in this Agreement as the "CCVR Portion of the 1904 Ralston R-O-W."

E. The Petersons have agreed with Garfield County to vacate the Peterson Portion of the 1904 Ralston R-O-W. The CCVR Portion of the 1904 Ralston R-O-W is to remain and is not affected by the vacation.

F. In exchange for the vacation of the Peterson Portion of the 1904 Ralston R-O-W, the Petersons have agreed to dedicate to Garfield County a right-of-way for

public road purposes across the Peterson Property in the location depicted and legally described in Exhibit A as "Description – Road Right-of-Way to be Granted to Garfield County" (the "Replacement R-O-W"). The Replacement Right of Way is 60 feet wide and follows the path of (i) the portion of the existing improved Garfield County Road 121 located within the Peterson Property and (ii) an unimproved private road that continues from such portion of the improved Garfield County Road 121 northerly to the northerly boundary of the Peterson Property (which is part of the Road Easement granted in the Easement Agreement).

G. In addition, the Petersons have agreed with Garfield County to dedicate a portion of the Peterson Property to create a connection between the Replacement Easement and the CCVR Portion of the 1904 Ralston R-O-W. That connection is identified and legally described in Exhibit A, and referred to in this Agreement, as the "60' Connection R-O-W."

H. The Road Easement granted in the Easement Agreement to CRR provides the primary access to the Laurence Property. Thus, to protect the Road Easement, particularly (but not only) against a vacation of the Replacement R-O-W, should such a vacation ever occur in the future, the parties have agreed not to eliminate the portion of the Road Easement granted by the Petersons in the Easement Agreement but to extend it so that it includes the entire length of the land encumbered by the Replacement R-O-W. The Road Easement as so extended is referred in this Agreement as the "Extended Road Easement," and it is legally described in Exhibit B attached hereto and made a part hereof. Thus, so long as the Replacement R-O-W remains a public right-of-way, CRR will have the right of access across the Peterson Property by way of both the public right-of-way and the Extended Road Easement. If the Replacement R-O-W is ever vacated so that it is no longer a public right-of-way, CRR will have the right of access across the Peterson Property by way of the Extended Road Easement. The Replacement Road Easement does not include the 60' Connection R-O-W or the Coulter Creek Portion of the 1904 Ralston R-O-W.

I. At the same time, so that the Petersons can grant the Replacement R-O-W free and clear of the interest of CRR, CRR is agreeing to subordinate its interest in the Extended Road Easement to the interest of Garfield County in the Replacement R-O-W.

J. The parties hereto wish to (1) confirm that they do not object to the proposed vacation of the Peterson Portion of the 1904 Ralston R-O-W and the grant of the Replacement R-O-W by the Petersons to Garfield County, (2) grant the Extended Road Easement, and (3) ratify and confirm the Easement Agreement as amended by this Amendment, and CRR wishes to subordinate its interest in the Extended Road Easement to the interest of Garfield County in the Replacement R-O-W.

### AMENDMENT

**WHEREFORE**, in consideration of the promises and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby covenant and agree as follows:

1. Coulter Creek and CRR consent to the vacation of the Peterson Portion of the 1904 Ralston R-O-W and to the Petersons' dedication to Garfield County of the Replacement R-O-W.

2. The Petersons grant, sell, convey and set over to CRR, its successors and assigns, for the benefit of CRR and its partners, employees, agents and invitees, a perpetual non-exclusive easement over and across the portion of the Peterson Property to be granted to Garfield County as the Replacement R-O-W and referred to herein as the Extended Road Easement. The term "Road Easement" as used in the Easement Agreement will include the Extended Road Easement. The terms and conditions applicable to the Extended Road Easement will be those set forth in Paragraph A.1. of the Easement Agreement.

3. CRR subordinates its interest in the Extended Road Easement to the interest of Garfield County in the Replacement R-O-W, and agrees that all rights of Garfield County in the Replacement R-O-W shall be senior in all respects to the rights of CRR in the Extended Road Easement.

4. Coulter Creek represents and warrants to CRR and the Petersons that it owns fee title to the CCVR Property, free and clear of any deeds of trust or mortgages. CRR represents and warrants to Coulter Creek and the Petersons that it owns fee title to the Laurence Property, free and clear of any deeds of trust or mortgages. The Petersons represent and warrant to CRR and Coulter Creek that they own fee title to the Peterson Property, free and clear of any deeds of trust or mortgages.

5. Except as amended hereby, the grants, terms and conditions of the Easement Agreement will remain unmodified and in full force and effect and are hereby ratified and confirmed. Without limiting the generality of the foregoing, the parties hereto agree that the easement granted by CCVR to CRR across the CCVR Property continues in full force and effect and is unaffected by this Amendment.

6. This Amendment may be executed in counterparts, each of which will be an original and all of which together will constitute one instrument.

7. This Amendment will be recorded in the office of the Clerk and Recorder of Garfield County, Colorado, immediately prior to the deeds from the Petersons conveying the Replacement R-O-W to Garfield County.

IN WITNESS WHEREOF, the parties have executed this Amendment to Road Easement Agreement as of the day and year first written above.

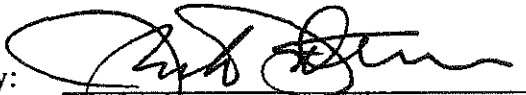
PETERSONS:

By:   
James D. Peterson

By: Hensley R. Peterson  
Hensley R. Peterson

COULTER CREEK:

COULTER CREEK VALLEY RANCH, LLLP  
a Colorado limited liability limited partnership

By:   
James D. Peterson, general partner

CRR:

CRYSTAL RIVER RANCH CO. LLP  
a Colorado limited liability partnership

By: \_\_\_\_\_  
Sue Anschutz-Rodgers, general partner

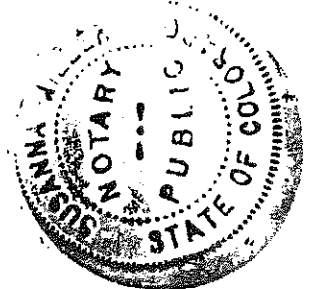
STATE OF COLORADO }  
 } ss.  
COUNTY OF PITKIN }

The foregoing instrument was acknowledged before me this 27<sup>th</sup> day of May, 2010, by James D. Peterson and Hensley R. Peterson.

WITNESS my hand and official seal.

My commission expires: 5/20/12

Shiranna Miller  
Notary Public



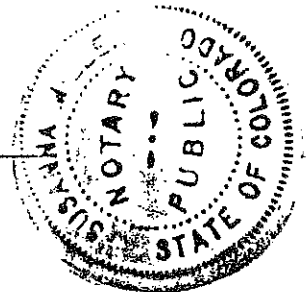
STATE OF COLORADO }  
 } ss.  
COUNTY OF PITKIN }

The foregoing instrument was acknowledge before me this 27<sup>th</sup> day of May, 2010, by James D. Peterson as general partner of Coulter Creek Valley Ranch, LLLP, a Colorado limited liability limited partnership.

WITNESS my hand and official seal.

My commission expires: 5/20/12

Shiranna Miller  
Notary Public



STATE OF COLORADO }  
 } ss.  
CITY AND COUNTY OF DENVER }

The foregoing instrument was acknowledge before me this \_\_\_\_ day of \_\_\_\_\_, 2010, by Sue Anschutz-Rodgers as general partner of Crystal River Ranch Co. LLP, a Colorado limited liability partnership.

WITNESS my hand and official seal.

My commission expires:

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

## ACKNOWLEDGMENT AND AGREEMENT OF ASPEN VALLEY LAND TRUST

Aspen Valley :Land Trust, as the grantee under that certain Deed of Conservation Easement in Gross, dated December 24, 2007, and recorded in the real property records of Garfield County, Colorado, on December 27, 2007, at Reception No. 740028 (as the same has been and hereafter may be amended from time to time, the "Conservation Easement") hereby acknowledges and agrees that the Conservation Easement is subject and subordinate to that certain Road Easement Agreement, dated August 5, 2007, by and between Coulter Valley Ranch, LLLP, James D. Peterson and Hensley R. Peterson and Crystal River Ranch Co. LLP, which was recorded in the real property records of Garfield County, Colorado, on September 9, 2005, in Book 1725, Page 96, at Reception No. 681907, as such Road Easement Agreement is amended by that certain Amendment to Road Easement Agreement to which this Acknowledgment and Agreement is attached, and all rights granted thereunder.

In Witness Whereof, the undersigned has executed this Acknowledgment and Agreement as of the      day of      , 2010.

ASPEN VALLEY LAND TRUST, a  
Colorado nonprofit corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF COLORADO) ) ss.  
COUNTY OF )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2010 by \_\_\_\_\_, as \_\_\_\_\_ of Aspen Valley Land Trust, a Colorado nonprofit corporation.

Witness my hand and official seal.

My commission expires:

**Notary Public**

**"EXHIBIT A"**

Constructing of a new 1000' long road about 1/2 mile from the  
state road, 200' wide, extending northward from the state road  
road provides access through various natural areas and for  
protection of the riparian habitat, by the Great Valley Forest U.S.  
and State Forests, U.S. Forest Service, and  
for removal of the Great Valley Forest U.S. Forest Service.

SWNE

60' Connection R-O-W

Point of beginning of this center-line of a 50' R-O-W to be granted to Garfield County as part of the vacation of a portion of this road on the Peabody 78 acre parcel as depicted in the 1904 Rollston R-O-W deed to Garfield County. This center-line is described in a roadway survey dated 27 November, 2004 by Samuel Phelps, Garfield County Surveyor.

Book 445 Page 131

Surveyed northern property line of  
Petersen 78 acre parcel.

POINT OF BEGINNING  
LAT 30°28'28.31"N  
LONG. 107°07'32.40"E  
N-1000032.00 E-2530457.18  
COLORADO STATE PLANE COORDINATES  
CENTRAL ZONE NAD 83

Exception  
Book 64, Page 73  
1904 Rolston R-Q-W

1904 Ralston R-O-W

Root 445, Page 131

NWSE

Replacement R-O-W

Surveyed under No. of the existing Highway County Road 121 extending northward from the point where it crosses the northern line of the Peterson 79 acre parcel to the Peterson's northern property line which is also the centerline of the proposed 6-lane highway R-2-W to be constructed to Garfield County upon completion of the IED4 Project R-2-W.

POINT OF BEGINNING AT WEST LINE COR. LOT 1  
LAT 30°28'13.5881"  
LONG 107°08'04.8774"  
N-1804452.49 E-3332672.3  
COLORADO STATE PLANE COORDINATES  
CENTRAL ZONE NAD 83.

6 South, Range  
start

2 445 of Page  
records being

x1/4 Corner of  
wet thence along

DESCRIPTION OF ROAD TO BE "VACATED"-1904 PALSTON R-O-N

A strip of land bounded and described in a warranty deed dated October 3, 1904 from Anna Ralston to the Board of County Commissioners of Garfield County, recorded as Document No. 30260 in Book 64 at Page 73 on January 5, 1905 as follows: Beginning at a point on the line to Lots 1 and 3 Section 32, Tp. 6 S., R. 87 W., 6th P.M., whence the

A road right-of-way situate in Section 32, Township 6 South, Range 87 West of the 6<sup>th</sup> Principal Meridian, Garfield County, Colorado, being 60 feet in width and lying 30 feet on each side of the following described centerline:

(Bearings as recited in this description are GPS observed Colorado State Plane grid bearings {rotate described bearings 1°01'48" counterclockwise to get true (Geodetic) bearings} recited distances are ground distances)

Beginning at a point on the northerly property line of the 78 acre parcel owned by James D. and Hensley R. Peterson in said Section 32, said point of beginning having a Colorado State Plane (Central Zone-NAD 83) coordinate of north 1608032.66 east 2539657.19 Lat. N 39°29'29.31905 Long. W 107°07'52.48025" (WGS 84-1992), thence along the center of said road right-of-way 131.10 feet along the arc of a curve to the right, having a radius of 123.73 feet, a central angle of 60°42'36", and subtending a chord bearing S 02°00'26" W 125.05 feet; thence S 32°21'44" W 224.63 feet; thence 93.29 feet along the arc of a curve to the left, having a radius of 122.00 feet, a central angle of 43°48'52", and subtending a chord bearing S 10°27'18" W 91.03 feet; thence S 11°27'08" E 235.29 feet; thence 190.60 feet along the arc of a curve to the right, having a radius of 354.69 feet, a central angle of 30°47'22", and subtending a chord bearing S 03°56'33" W 188.32 feet; thence S 19°20'14" W 94.90 feet; thence 473.97 feet along the arc of a curve to the right having a radius of 503.02 feet, a central angle of 53°59'14", and subtending a chord bearing S 46°19'51" W 456.63 feet; thence S 73°19'28" W 48.53 feet; thence 169.41 feet along the arc of a curve to the left, having a radius of 444.25 feet, a central angle of 21°50'59", and subtending a chord bearing S 62°23'58" W 168.39 feet; thence S 51°28'29" W 408.86 feet more or less to the west line of Government Lot 1 of said Section 32, the point of ending.

The sidelines of the above described right-of-way to be lengthened or shortened on the westerly and to terminate on said west line of Government Lot 1 and on the northerly end to terminate on the northerly line of the Peterson 78 acre parcel.

The above description is based on survey of the existing county road by Samuel Phelps, Garfield County Surveyor, dated 27 Nov. 2004 for Garfield County.

## **EXHIBIT B**

A road right-of-way situate in Section 32, Township 6 South, Range 87 West of the 6<sup>th</sup> Principal Meridian, Garfield County, Colorado, being 25 feet in width and lying 12.5 feet on each side of the following described centerline:

(Bearings as recited in this description are GPS observed Colorado State Plane grid bearings {rotate described bearings 1°01'48" counterclockwise to get true (Geodetic) bearings} recited distances are ground distances)

Beginning at a point on the northerly property line of the 78 acre parcel owned by James D. and Hensley R. Peterson in said Section 32, said point of beginning having a Colorado State Plane (Central Zone-NAD 83) coordinate of north 1608032.66 east 2539657.19 Lat. N 39°29'29.31905 Long. W 107°07'52.48025" (WGS 84-1992), thence along the center of said road right-of-way 131.10 feet along the arc of a curve to the right, having a radius of 123.73 feet, a central angle of 60°42'36", and subtending a chord bearing S 02°00'26" W 125.05 feet; thence S 32°21'44" W 224.63 feet; thence 93.29 feet along the arc of a curve to the left, having a radius of 122.00 feet, a central angle of 43°48'52", and subtending a chord bearing S 10°27'18" W 91.03 feet; thence S 11°27'08" E 235.29 feet; thence 190.60 feet along the arc of a curve to the right, having a radius of 354.69 feet, a central angle of 30°47'22", and subtending a chord bearing S 03°56'33" W 188.32 feet; thence S 19°20'14" W 94.90 feet; thence 473.97 feet along the arc of a curve to the right having a radius of 503.02 feet, a central angle of 53°59'14", and subtending a chord bearing S 46°19'51" W 456.63 feet; thence S 73°19'28" W 48.53 feet; thence 169.41 feet along the arc of a curve to the left, having a radius of 444.25 feet, a central angle of 21°50'59", and subtending a chord bearing S 62°23'58" W 168.39 feet; thence S 51°28'29" W 408.86 feet more or less to the west line of Government Lot 1 of said Section 32, the point of ending.

The sidelines of the above described right-of-way to be lengthened or shortened on the westerly and to terminate on said west line of Government Lot 1 and on the northerly end to terminate on the northerly line of the Peterson 78 acre parcel.

The above description is based on survey of the existing county road by Samuel Phelps, Garfield County Surveyor, dated 27 Nov. 2004 for Garfield County.

## Kathy A. Eastley

---

**From:** Deborah Quinn  
**Sent:** Thursday, July 23, 2009 11:59 AM  
**To:** Kathy A. Eastley  
**Subject:** RE: ROW Vacation  
**Attachments:** Reso Vacating JQS-County Road 242.wpd

Kathy,

I haven't done a road vacation in this county yet, but I'm attaching a reso I found in our computer files dealing with one I think Don did last year. ( if you can't open word perfect, I'll print it for you). I agree that we should have a survey that shows the existing road as well as the road to be vacated and we should require a deed from them for the existing location, if we don't already have one.

I also had an issue about them asking to vacate a portion on someone else's property, where they wanted that piece deeded to them and they would then deed it to those adjacent owners. Why don't they just join in the request?

Deborah Quinn  
Assistant Garfield County Attorney  
108 8th Street, Suite 219  
Glenwood Springs, CO 81601  
(970) 945-9150  
Fax (970) 384-5005

**CONFIDENTIALITY STATEMENT:** This message and any attachments are confidential and intended solely for the use of the individual or entity to which it is addressed. The information contained herein may include protected or otherwise privileged information. Unauthorized review, forwarding, printing, copying, distributing, or other use of such information is strictly prohibited and may be unlawful. If you have received this message in error, please notify the sender by replying to this message and delete the email without further disclosure.

---

**From:** Kathy A. Eastley  
**Sent:** Thursday, July 23, 2009 10:10 AM  
**To:** Deborah Quinn  
**Subject:** ROW Vacation

I spoke with the Peterson's regarding their application (CR121) and we are going to meet next Tuesday afternoon. My intent is to let them know that we need a survey of what they are proposing – both relocation and vacation of the ROW with legal descriptions. I am assuming that a deed or a plat will be the end result if the BOCC approves this action – and the legal re-description of the ROW is a critical part of that action. Correct?

Anything else that you may have had on this one?

**Kathy Eastley, AICP**

**Senior Planner**

Garfield County Building & Planning  
108 8th Street, #401  
Glenwood Springs, CO 81601  
Phone: 970-945-8212 ext. 1580  
Fax: 970-384-3470  
[keastley@garfield-county.com](mailto:keastley@garfield-county.com)

 Please consider the environment before printing this e-mail.



July 14, 2009

James D. & Hensley R. Peterson  
P.O. Box 1714  
Aspen, CO 81612

Via Email: [petersonjdp@msn.com](mailto:petersonjdp@msn.com)

Reference: Application to vacate a portion of CR 121

Dear Mr. & Mrs. Peterson,

Garfield County Building and Planning is in receipt of your application to request the vacation of a 60' right-of-way (ROW) deeded to the County in 1904 (recorded in 1905 in Book 64 at Page 73).

As the submitted documentation indicates there are two critical elements to your request:

1. The County Road was not constructed within the deeded ROW; and
2. The road and the ROW terminate within your property boundary with no other properties utilizing this road for access.

The procedures for vacating public right-of-way within Garfield County are contained within Resolution No. 2003-07 recorded at Reception No. 621182. That resolution requires specific submittal documentation, as well as any additional information necessary to adequately review the request. In particular there is inadequate survey information that describes your request, as well the following information required:

- A. A vicinity map showing the following:
  1. The location of adjacent properties and any structures within 200 feet of the boundaries of the vacation, including any publicly owned land;
  2. Land uses for those adjacent properties;
  3. Location of all existing utilities in or adjacent to the proposed vacation;
  4. Existing road rights-of-way within a 200 feet radius of any proposed vacation; and
  5. A survey and map containing a legal description and graphic depiction of the proposed vacation suitable to be recorded in the office of the County Clerk and Recorder.

*108 Eighth Street, Suite 401 • Glenwood Springs, CO 81601*  
*(970) 945-8212 • (970) 285-7972 • Fax: (970) 384-3470*

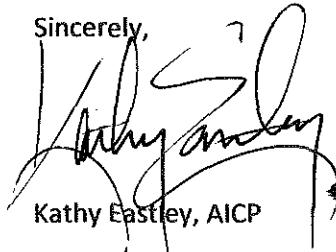
County records indicate that CR 121, aka Coulter Creek Road, is 3.06 miles in length and 1.59 miles of that length is maintained by the County.

Perhaps we need to meet to discuss this application as it is unclear by the documentation submitted what is actually being requested. Staff has determined that the submitted materials are insufficient and therefore the application has been deemed technically incomplete.

Feel free to contact me via email or by phone.

I look forward to receiving additional information so that we may move forward with the review of your request.

Sincerely,

A handwritten signature in black ink, appearing to read "Kathy Eastley", with a large, stylized flourish at the end.

Kathy Eastley, AICP

Cc: File

## Kathy A. Eastley

---

**From:** Kathy A. Eastley  
**Sent:** Wednesday, June 02, 2010 12:23 PM  
**To:** Don DeFord  
**Subject:** FW: CR 121  
**Attachments:** 5-27-10 Quinn email of Land Title Commitment.pdf; 3-31-10 executed Amendment to Road Easement Agreements.pdf; 3-31-10 executed 1st Amend to Deed of Conservation Easement in Gross.pdf; 5-27-10 executed Amend to Road Easement Agreement.pdf; GarCo Resolution re Road ROW Vacation-Acceptance of Easement Deed.pdf; 5-27-10 Special WD - Replacement R-O-W.pdf; 5-27-10 Special WD - Connector R-O-W.pdf; ATT898470.txt

Don,  
Deb Quinn was copied on the email below, but it is my understanding that you will be at the hearing on Monday. All of the attached documents are being included as exhibits to the Board, the Applicant will bring the originals to the hearing. Let me know if you need anything else.

Kathy Eastley, AICP  
Senior Planner  
Garfield County Building & Planning  
108 8th Street, #401  
Glenwood Springs, CO 81601  
Phone: 970-945-8212 ext. 1580  
Fax: 970-384-3470  
[keastley@garfield-county.com](mailto:keastley@garfield-county.com)

 Please consider the environment before printing this e-mail.

**From:** Tim Thulson [<mailto:tim@balcombgreen.com>]  
**Sent:** Wednesday, June 02, 2010 11:55 AM  
**To:** Kathy A. Eastley  
**Cc:** James Peterson; Mark Hamilton; Deborah Quinn; Beat Steiner  
**Subject:** RE: CR 121

Kathy,

Instant to the above referenced matter, I provide herewith the transaction documents and my comments pertaining to the same as follows:

1. Land Title Commitment – this document sets for the order of recordation (B-1) of the documents and title exceptions (B-2) post closing. This has been reviewed and approved by Deb Quinn;
2. Amendments to Road Easement Agreements by and between Coulter Creek Valley Ranch ("CCVR") and James D. and Hensley R. Peterson ("Petersons"). This document has been executed by the parties and reviewed and approved by Deb Quinn.
3. First Amendment to Deed of Conservation Easement in Gross by and between the Petersons and the Aspen Valley Land Trust. This document has been executed by the parties and reviewed and approved by Deb Quinn.
4. Amendment to Road Easement Agreement by and between CCVR, the Petersons and Crystal River Ranch Co (CRR). This document has been executed by the Petersons although some minor amendments are still being reviewed by CRR (addition of AVLTL Acknowledgment and Agreement – now page 6 of the Amendment and addition of page 2 of 2 of Exhibit A). I will obtain new signatures for the Petersons, which together with CRR's execution will be forwarded to you by pdf no later than Friday. Beat Steiner, attorney for CRR, will bring the original signed document to the hearing on Monday. The Petersons will be present at the hearing also. I will bring the original AVLTL Acknowledgment and Agreement to the hearing.

5. Draft Board of County Commissioner ("BOCC") Resolution – This document has been reviewed and approved by Deb Quinn. I will contact Don DeFord to confirm that it is acceptable to County legal.
6. Special Warranty Deed from the Petersons to the BOCC conveying the "Replacement Right-of-Way". This document has been executed by the Petersons and reviewed and approved by Deb Quinn. This will need to be accepted as indicated therein by the BOCC.
7. Special Warranty Deed from the Petersons to the BOCC conveying the "Connector Right-of-Way". This document has been executed by the Petersons and reviewed and approved by Deb Quinn. This will need to be accepted as indicated therein by the BOCC.

Please feel free to contact me as to any questions or concerns you may have. Thanks.

Very truly yours,  
*Timothy A. Thulson*  
Balcomb & Green, P.C.  
P.O. Drawer 790  
818 Colorado Ave.  
Glenwood Springs CO 81602  
970-945-6546  
970-945-8902 - Fax

The information contained in this electronic mail message is protected by the Attorney/Client and/or the Attorney/Work Product Privileges. It is intended only for the use of the individual(s) named above. If you have received this communication in error, please immediately notify the above sender by telephone, and delete this message and any attachments. Thank you.

---

**From:** Kathy A. Eastley [mailto:[keastley@garfield-county.com](mailto:keastley@garfield-county.com)]  
**Sent:** Wednesday, June 02, 2010 11:06 AM  
**To:** Tim Thulson  
**Subject:** CR 121

Tim,

I'm putting my stuff together for the Board agenda on June 7 – I've attached a memo that will be forwarded to the Board along with the items listed in the memo. The only documentation that that I have is the First Amendment to the Deed of Conservation Easement in Gross – could you please email me the others? This would include the amended easements between Peterson and CRR/two related to Peterson and Coulter Creek Valley Ranch easements, the resolution, and copy of the proposed deeds. Thank you!

**Kathy Eastley, AICP**  
**Senior Planner**  
Garfield County Building & Planning  
108 8th Street, #401  
Glenwood Springs, CO 81601  
Phone: 970-945-8212 ext. 1580  
Fax: 970-384-3470  
[keastley@garfield-county.com](mailto:keastley@garfield-county.com)

 Please consider the environment before printing this e-mail.

## Kathy A. Eastley

---

**From:** Deborah Quinn  
**Sent:** Thursday, May 27, 2010 12:57 PM  
**To:** tschuneman@ltgc.com; bsteiner@hollandhart.com; Kathy A. Eastley; suzanne@avlt.org; peterson@msn.com; tim@balcombgreen.com  
**Subject:** RE: Land Title Delivery (buyer/owner BOARD)(our 63005513)  
**Attachments:** ~WRD000.jpg

Tom,

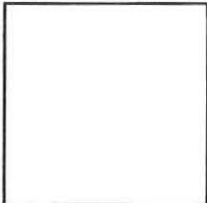
I thought that on item 3, there were two separate amendments for two separate easements, items 3 and 4 of our discussion yesterday, and that CRR was not a party to either of those. Do you have these two already and can you send me copies? Thanks.

Deborah Quinn  
Assistant Garfield County Attorney  
108 8th Street, Suite 219  
Glenwood Springs, CO 81601  
(970) 945-9150  
Fax (970) 384-5005

**CONFIDENTIALITY STATEMENT:** This message and any attachments are confidential and intended solely for the use of the individual or entity to which it is addressed. The information contained herein may include protected or otherwise privileged information. Unauthorized review, forwarding, printing, copying, distributing, or other use of such information is strictly prohibited and may be unlawful. If you have received this message in error, please notify the sender by replying to this message and delete the email without further disclosure.

---

**From:** tschuneman@ltgc.com [mailto:tschuneman@ltgc.com]  
**Sent:** Thursday, May 27, 2010 10:31 AM  
**To:** bsteiner@hollandhart.com; Kathy A. Eastley; suzanne@avlt.org; peterson@msn.com; Deborah Quinn; tim@balcombgreen.com  
**Subject:** Land Title Delivery (buyer/owner BOARD)(our 63005513)



### Associated Documents

- [Commitment](#)

### Commitment Summary - (63005513)

#### Your Land Title Guarantee Company Contacts:

##### For Title Assistance:

Glenwood Springs "GW" Unit  
Tom Schuneman

## Kathy A. Eastley

---

**From:** Deborah Quinn  
**Sent:** Wednesday, May 26, 2010 6:10 PM  
**To:** Mark Hamilton; Kathy A. Eastley; Don DeFord  
**Cc:** Tom Schuneman; bsteiner@hollandhart.com; Tim Thulson  
**Subject:** peterson road vacation

**Importance:** High

All,

Here is where we are on this application:

There are 7 different documents that will need to be recorded, in the order listed below, if the BOCC approves the vacation. The first 4 we need to have signed copies for the BOCC hearing, Tim Thulson stated that Kathy said she's okay if she gets them by Friday 6/4. The originals also need to be available for recording, Mark, I assume you or Tom will have the originals at the hearing for that purpose:

- a. Amended AVLT conservation easement
- b. Amended easement agreement between Petersons and Crystal River Ranch
- c. Amended easement agreement between Coulter Creek Valley Ranch and Petersons
- d. Another CCVR/Peterson amended easement
- e. Vacation resolution
- f. Deed from Petersons to BOCC for the relocated road ROW
- g. Deed from Petersons to BOCC for the connector ROW

The last three require BOCC signature, and we need the original signed deeds f and g for the hearing to present for BOCC signature. Also the resolution needs to be revised to reflect all the continuances and final action (we hope) on June 7. The reso needs to have all exhibits attached and it needs to be an exhibit to the staff report. Mark and Kathy, you two should be able to coordinate that.

Tom will be revising his title information to eliminate some and note other exceptions to show that the BOCC's deed to the relocated road and connector will be superior to other and hopes to have those revisions available tomorrow.

Thanks, all, and I hope it gets finalized on the 7<sup>th</sup>.

Deborah Quinn  
Assistant Garfield County Attorney  
108 8th Street, Suite 219  
Glenwood Springs, CO 81601  
(970) 945-9150  
Fax (970) 384-5005

**CONFIDENTIALITY STATEMENT:** This message and any attachments are confidential and intended solely for the use of the individual or entity to which it is addressed. The information contained herein may include protected or otherwise privileged information. Unauthorized review, forwarding, printing, copying, distributing, or other use of such information is strictly prohibited and may be unlawful. If you have received this message in error, please notify the sender by replying to this message and delete the email without further disclosure.

## Kathy A. Eastley

---

**From:** Tim Thulson [tim@balcombgreen.com]  
**Sent:** Friday, May 14, 2010 11:57 AM  
**To:** Deborah Quinn; Kathy A. Eastley  
**Cc:** Mark Hamilton; James Peterson  
**Subject:** RE: Peterson Road vacation  
**Attachments:** ATT410541.txt

Deb and Kathy,

I am still awaiting documents from CRR instant to the above referenced matter; as evident from such, we will not be able to complete this on the 17<sup>th</sup>. I will attend the continued hearing on the 17<sup>th</sup> to request an additional extension. I have made request to Beat Steiner to provide me a time table as to when he will be able to meet w/ Ms. Rodgers in this regard. As earlier represented, I do believe that we are in substantive agreement (Deb, I, Beat and Land Title) as to what needs to be effected by the documentation; however, these details do need to be completed prior to presentation to the BOCC. Thanks for your patience and cooperation. I will advise as soon as I know more

Very truly yours,  
*Timothy A. Thulson*  
Balcomb & Green, P.C.  
P.O. Drawer 790  
818 Colorado Ave.  
Glenwood Springs CO 81602  
970-945-6546  
970-945-8902 - Fax

The information contained in this electronic mail message is protected by the Attorney/Client and/or the Attorney/Work Product Privileges. It is intended only for the use of the individual(s) named above. If you have received this communication in error, please immediately notify the above sender by telephone, and delete this message and any attachments. Thank you.

---

**From:** Deborah Quinn [mailto:dquinn@garfield-county.com]  
**Sent:** Wednesday, May 12, 2010 11:53 AM  
**To:** Tim Thulson; Mark Hamilton  
**Cc:** Kathy A. Eastley  
**Subject:** Peterson Road vacation

Mark and Tim,

Any progress on resolving the outstanding easement issue with CRR? Packet materials are due for Monday. Under ULUR 4-110 C.8.c., we can continue up to 90 days from the date of the initial hearing before the BOCC must approve or deny.

Deborah Quinn  
Assistant Garfield County Attorney  
108 8th Street, Suite 219  
Glenwood Springs, CO 81601  
(970) 945-9150  
Fax (970) 384-5005

**CONFIDENTIALITY STATEMENT:** This message and any attachments are confidential and intended solely for the use of the individual or entity to which it is addressed. The information contained herein may include protected or otherwise privileged information. Unauthorized review, forwarding, printing, copying, distributing, or other use of such information is strictly prohibited and may be unlawful. If you have received this message in error, please notify the sender by replying to this message and delete the email without further disclosure.

## Kathy A. Eastley

---

**From:** Tim Thulson [tim@balcombgreen.com]  
**Sent:** Friday, April 30, 2010 2:29 PM  
**To:** Deborah Quinn; Kathy A. Eastley  
**Cc:** James Peterson; Mark Hamilton; bsteiner@hollandhart.com; Tom Schuneman  
**Subject:** Peterson Road Vacation  
**Attachments:** ATT1201099.txt

Deb and Kathy – To confirm, I will attend the upcoming BOCC hearing to request a continuance of the same to May 17<sup>th</sup>. This should be more than ample time of finalize the documents needed to consummate this transaction. Thanks for all your cooperation. Thanks.

Very truly yours,  
*Timothy A. Thulson*  
Balcomb & Green, P.C.  
P.O. Drawer 790  
818 Colorado Ave.  
Glenwood Springs CO 81602  
970-945-6546  
970-945-8902 - Fax

The information contained in this electronic mail message is protected by the Attorney/Client and/or the Attorney/Work Product Privileges. It is intended only for the use of the individual(s) named above. If you have received this communication in error, please immediately notify the above sender by telephone, and delete this message and any attachments. Thank you.

## MEMORANDUM

---

|                  |                                                                 |
|------------------|-----------------------------------------------------------------|
| <u>REQUEST</u>   | Vacate a portion of County Road 18<br>(Mount Sopris Ranch Road) |
| <u>APPLICANT</u> | Iron Rose Land & Cattle II, LLC                                 |
| <u>LOCATION</u>  | South of the Town of Carbondale, Co                             |
| <u>DATE</u>      | May 5, 2008                                                     |

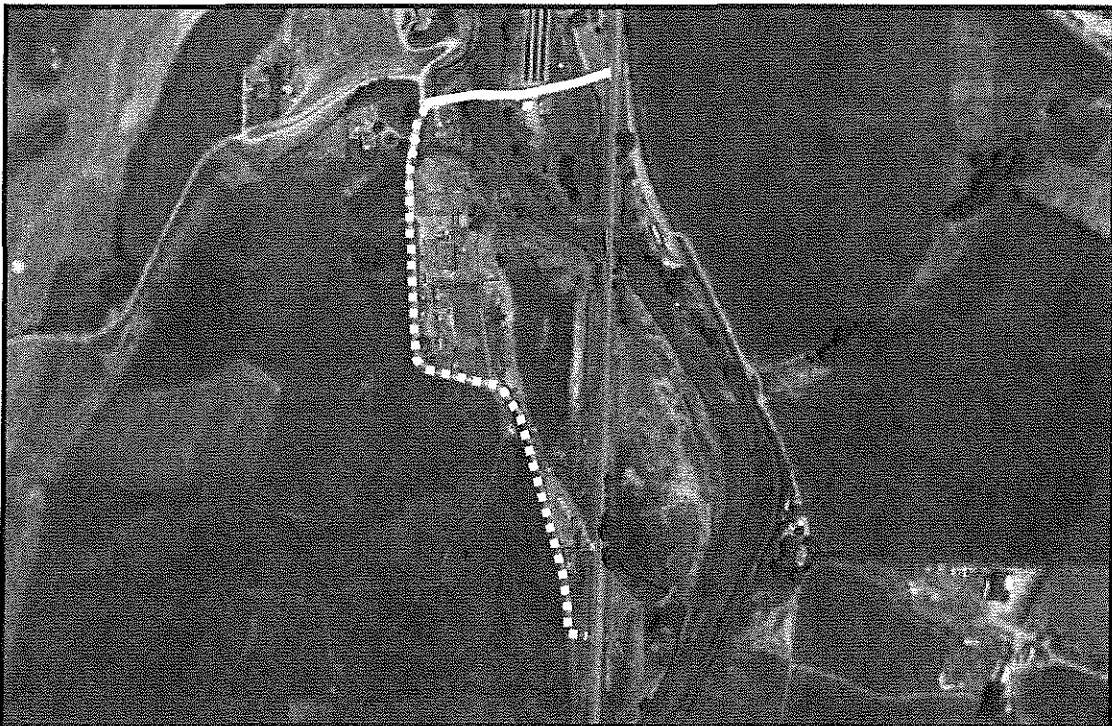
---

### I. REQUEST

The Applicant requests the Board of County Commissioners (the Board) vacate a portion of County Road 118 from its intersection at the Applicant's ranch entrance back to State Highway 133.

### II. GENERAL ROAD DESCRIPTION / USE

Presently, CR 118 begins at the west side of the State Highway 133 (SH 133), crosses the Crystal River then turns south as it enters the applicant's property (former Perry Sopris Ranch) and generally terminates in hay fields (with some evidence that a road alignment continues on to the south to re-connect to SH 133 but is not presently travelled by the driving public). (This is illustrated in the map below where the dashed portion of the line represents the portion of CR 118 to be vacated.)



Today, as one leaves SH 133 and crosses the Crystal River, CR 118 presently provides direct access to the Colorado Division of Wildlife Fish Hatchery and to this Applicant's Ranch. The Applicant requests to only vacate the portion of CR 118 that lies within his property and that serves no other property. This action would result in preserving CR 118 under County jurisdiction as it is presently used today and will not result in closing access to any other property. The Applicant provided the following centerline survey of the portion to be vacated.

### III. REQUIREMENTS

Requirements for vacating a public right-of-way are identified in Garfield County Resolution No 2003-07, Colorado Revised Statutes §43-2-201.1 and §42-2-203. Garfield County Resolution No. 2003-07 requires that Staff refer the application to vacate any public right-of-way to the following:

|                                     |                                         |
|-------------------------------------|-----------------------------------------|
| • County Manager                    | • Colorado Division of Wildlife         |
| • County Attorney                   | • Bureau of Land Management             |
| • County Road and Bridge Department | • U.S. Forest Service                   |
| • County Sheriff                    | • Colorado Department of Transportation |
| • County Surveyor                   | • Grand Valley Fire Protection District |
| • County Engineer                   |                                         |
| • Town of Parachute                 |                                         |

Colorado Revised Statutes §43-2-201.1 is specific to the closure of a public right-of-way extending to public land, which identifies a penalty for blocking access to public lands. Anyone who intentionally blocks, obstructs, or closes any public highway extending to any public land has committed a class 1 misdemeanor. If it is the intent of a private property owner to close public right-of-way providing access to public lands the owner shall notify the Board of the proposed closure. The Board shall post notice of the proposed closure in a publication of general circulation within sixty (60) days. The Board must provide the public with eighteen months to comment on the proposed closure.

### IV. REFERRALS

Staff received the following comments from the referral agencies indicated above:

A. Garfield County Road and Bridge: "After review of their application to vacate interest in CR 118, Road & Bridge has no objections other than we request a large enough area to turn around at the gate."

---

B. Pitkin County: "The Applicant says there are no public or private lands (other than his) affected by this vacation. What about those two or three houses that are directly north of the portion of the road that is perpendicular to 133? They look like they don't have any other access. Are they owned by Applicant? And there is a chunk of BLM land back there. Is that accessed from RVR?"

C. County Sheriff: "The Garfield County Sheriff's Office does not have any comments in the matter of vacating the portion of CR 118 known as MT. Sopris Ranch Road."

D. Colorado Department of Transportation: "I have no issues with the vacation of the CR 118 in regards to access."

E. Carbondale Fire Protection District: "We have no issues with the vacation of that portion of the County Road." (Letter submitted by Applicant as Exhibit E in the application.)

F. Town of Carbondale: Larry Ballenger (Public Works Director) explained that the Town does not have a problem with the vacation so long as they can continue use the road as access to the Bowless and Holland Ditch that the Town owns and maintains.

G. Mountain Cross Engineering (County Contract Engineer):

## **ENGINEERING ISSUES**

From a technical perspective, a dead end road would need to have an adequate turnaround for maintenance, snow removal, and emergency vehicles. It appears that GARCO Road and Bridge Department has not had any problems in the past and the Carbondale and Rural Fire Protection District indicated they have no issues with the proposed partial vacation of the road.

## **OTHER OBSERVATIONS**

The 1909 Grubbs dedication of a 45 foot right-of-way to the County does not appear to be a "stub" road but rather a connection across the Crystal River from the Elk Mountain Railroad grade to the Crystal River Railroad grade for the Crystal River Boulevard public highway. Construction of a new bridge across the Crystal River along the current Highway 133 alignment rerouted the main roadway from the Grubbs bridge crossing and off the Mount Sopris Ranch.

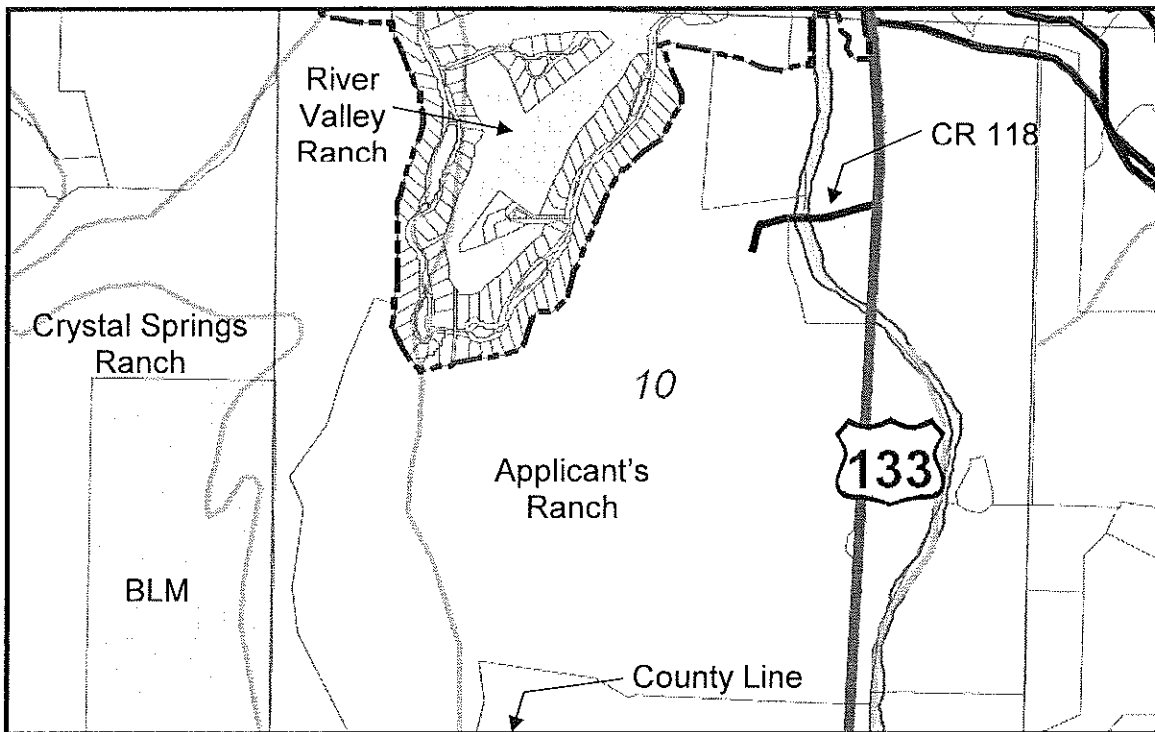
## **V. RESOLUTION NO. 2003-07 XI PROHIBITED VACATIONS**

Resolution No. 2003.07 §XI states that the Board shall not approve any petition or request to vacate a county or public road right-of-way when the following information has been submitted:

- The subject county road or public road right-of-way provides any access to public lands;
- The subject county road or public road right-of-way abuts or is connected to any property including any easement owned by the federal government, State of Colorado, municipality, county, or special district, where such property or easement constituted a public park, recreational area or trail; and
- The subject county road or public road right-of-way is currently used or will be used in the foreseeable future for any county or public road purpose;

### **Staff Finding**

The present County Zoning map below shows the road terminating on the Applicant's property. Also the map below shows that there is BLM "in parcel" to the west of the ranch that is not publicly accessed from the portion of CR 118 that falls within the Applicant's ranch property.



Staff discussed this vacation question with a property owner, David Stover, who previously had an access easement to his property from this portion of CR 118. That easement has been vacated and he now uses an alternate access through River Valley Ranch. However, Mr. Stover still maintains a US Post mail box on CR 118 and indicated that he would not object to a vacation so long as an appropriate location could be agreed to for his mailbox at that location.

Regarding the history of CR 118, the Applicant has submitted a substantial set of maps, deeds, etc. that indicate the northern most segment as it crosses the river

and lands on the west bank of the Crystal was actually deeded in 1906 from the Grubbs to the County. From then on, there are a wide variety of state and county maps showing various alignments of CR 118, most all of which depict the road terminating either at the gate of the Perry Sopris Ranch or just inside the property. Nowhere in any of the documentation does the road show an alignment providing access to the BLM property to the west.

In 1992, the County expended public funds to improve the bridge across the Crystal and pave a short portion of the road from SH 133 across the river. The County's HUTF documents indicate a decrease in mileage maintained from 0.39 to 0.19 miles; that latter of which section would still remain a county road after vacation.

There appear to be four other properties that have had access at one time from CR 118 which include Stover (mentioned above) and MacCready which have both vacated their easements and the Fasching House and Ruth Brown property which have been acquired by the Applicant with the purchase of the ranch and were accessed via easements or private internal ranch road. The only other parcel is owned by the CDOW which will not be affected by the proposed vacation as it will still have the portion of CR 118 that would remain a county road.

The Applicant has been working with the Town of Carbondale to finalize arrangements to allow access to Bowless and Holland Ditch that the Town owns and maintains. Staff anticipates this arrangement to be reached prior to any vacation if approved by the Board. Additionally, the Applicant has been working with the County Road and Bridge Department to arrive at a dead-end turn-around that meets the County's needs. This should also be set in place prior to any approval by the Board.

## VI. PLANNING COMMISSION RECOMMENDATION

Based on the information above, the Planning Commission recommended the Board of County Commissioners approve the request to vacate a portion of County Road 118 as described on the Applicant's survey finding the following:

- 1) That proper public notice was provided as required for the hearing before the Board of County Commissioners;
- 2) The subject county road or public road right-of-way does provide any access to public lands;
- 3) The subject county road or public road right-of-way does not abut or is not connected to any property including any easement owned by the federal government, State of Colorado, municipality, county, or special district, where such property or easement constitutes a public park, recreational area or trail;

- 4) The subject county road or public road right-of-way is not currently used or will not be used in the foreseeable future for any county or public road purpose;
- 5) That for the above stated and other reasons, the proposed public right-of-way vacation is in the best interest of the health, safety and welfare of the citizens of Garfield County;
- 6) Any resolution shall include a "Whereas" statement that indicates the Town of Carbondale shall still have access as it has historically had in order to maintain the Bowless and Holland Ditch that the Town owns; and
- 7) The Applicant shall reach an agreement with the County Road and Bridge Department regarding a turnaround design that meets their requirements and shall construct any associated improvements requested by the Road and Bridge Department prior to the vacation of CR 118.

Kathy

PLANNING COMMISSION MEETING  
AGENDA

TIME: 6:30 p.m.

PLACE: GARFIELD COUNTY ADMINISTRATION BUILDING, 108 8<sup>th</sup> STREET, IN THE BOCC  
MEETING ROOM

DATE: FEBRUARY 24, 2010

John -  
Cores -  
Adolfo -  
Bob -  
Ad  
Lamen  
Michael -

- 1) Call Meeting to Order & Roll Call
- 2) Approval of Minutes from the January 13, 2010 Planning Commission Meeting
- 3) Public Meeting: Request is to consider a possible vacate and relocate of a portion of CR 121. The location of this request is southeast of Glenwood Springs, North of Highway 82 in Section 32, T 6S, R 87W.  
Applicant: James & Hensley Peterson
- 4) Public Hearing: Request is to amend the text in Section 3-301 1 & Section 7-825 A.1.b. (2) of the Unified Land Use Resolution of 2008, as amended related to maximum height limits within the front yard setback in the Commercial General Zone District.  
Applicant: Rocky Mountain Hotshots & Transportation, Inc.
- 5) Public Hearing: Request is to consider Text Amendments to the Unified Land Use Resolution of 2008, as amended to amend the sections that allow for amendments to approved land use change permits and adds the ability to amend approvals for land use change permits where they do not currently exist. These proposed amendments include changes to existing processes and review criteria for an applicant requesting a change to an approved Land Use Change Permit.  
Presenter: Fred Jarman

- 6) Continued Public Hearing: Request is to consider Text Amendments for Electrical Power Generating Facilities and their associated infrastructure, clarifications for Adequate Water Supply, and Legal description requirements for Site Plans.

Presenter: Fred Jarman

- 7) Public Hearing: Request is to consider Text Amendments to Article 12: Code Enforcement to strike the "Takings" process from the Code Enforcement Section 12-103(B); and amend the "Takings Determination" language in Section 12-107(1) to eliminate the notice of potential violation language.

Presenter: Fred Jarman

- 8) Other business: Update on Ross Montessori School project

- 9) Adjournment

February 24, 2010 Planning Commission Exhibits  
Peterson – CR 121 ROW Vacation

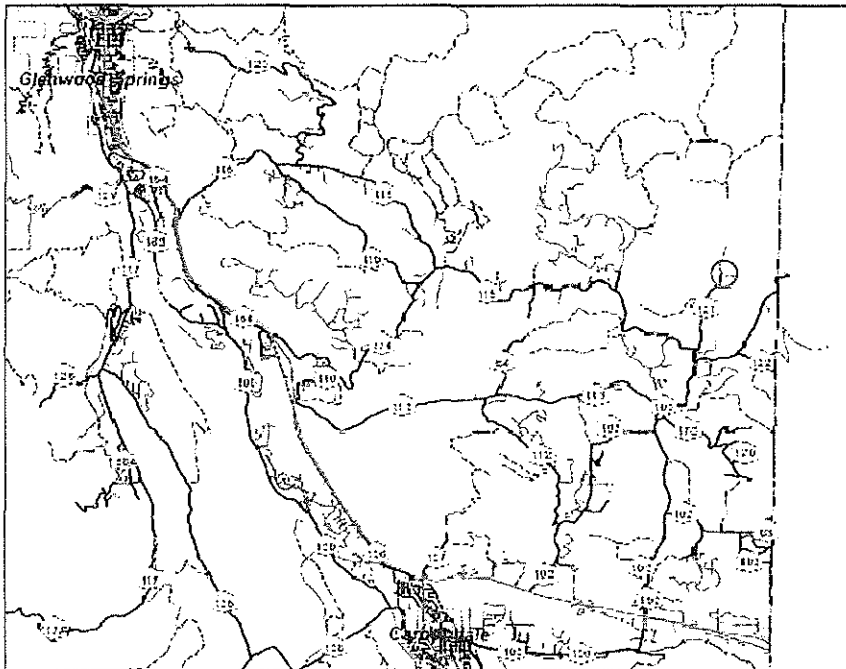
[illegible]

## PROJECT INFORMATION AND STAFF COMMENTS

|                        |                                                                             |
|------------------------|-----------------------------------------------------------------------------|
| <u>REQUEST</u>         | Request to vacate and relocate a portion of CR 121 (Coulter Creek Road)     |
| <u>PROPERTY OWNER</u>  | James & Hensley Peterson                                                    |
| <u>LOCATION</u>        | Southeast of Glenwood Springs, North of Highway 82 in Section 32, T6S, R87W |
| <u>ACCESS</u>          | County Road 121                                                             |
| <u>EXISTING ZONING</u> | Rural                                                                       |
| <u>RECOMMENDATION</u>  | Approval with conditions                                                    |

---

### I. GENERAL PROJECT DESCRIPTION



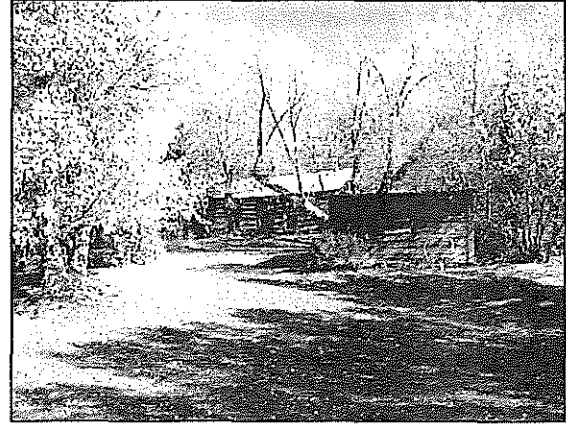
In 1904 Amos Ralston provided a right-of-way (ROW) deed to Garfield County describing a sixty foot (60') wide strip of land to be used for road purposes related to Coulter Creek Road. Garfield County constructed a roadway, and has since maintained a portion of the road known as County Road 121, Coulter Creek Road. A recent survey provided by the Applicant indicates that the physical roadway was not wholly constructed within the

deeded ROW. The location of the existing roadway in fact deviates considerably from the deeded ROW.

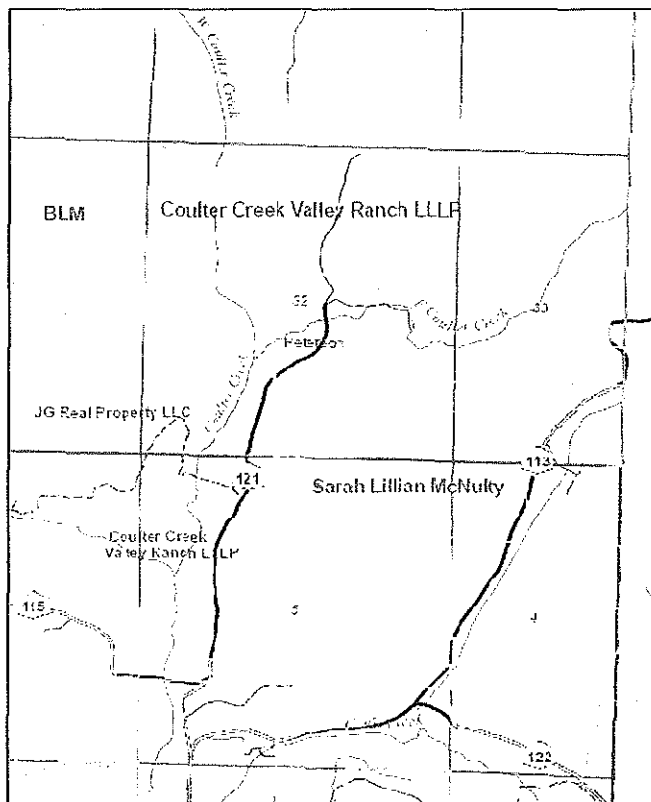
James and Hensley Peterson own a 78-acre parcel of land in the vicinity of the terminus of CR 121 as shown on the map above. The property contains a single family home, the Ralston homestead cabin, and a barn/garage. The existing physical road travels from the southeastern boundary of the property to the



northern boundary along the western property line. However, the legally described right-of-way is located in the approximate center of the Peterson improvements. The Applicant requests that a portion of the existing legally described right-of-way be relocated so as not to adversely impact the constructed improvements.



## II. SITE DESCRIPTION AND ADJACENT USES



The Peterson property is located due north of Highway 82 at the eastern edge of Garfield County. This area is zoned Rural and is agricultural in nature. The surrounding properties consist of ranch operation with significant acreages, several of which, including the Peterson Property, are subject to conservation easements managed by the Aspen Valley Land Trust (AVLT).

The County Zoning Map, above, indicates that Rural zoning is predominant in the area, with the exception of Public Lands zone district to the west (BLM).



### **III. REFERRAL AGENCIES**

Pursuant to Board of County Commissioner requirements, referral comments have been requested from the following agencies. Comments received are integrated throughout this memorandum as applicable.

- a. County Manager – No Comment Received
- b. County Road and Bridge Department – EXHIBIT H
- c. County Sheriff - No Comment Received
- d. County Surveyor - No Comment Received
- e. County Engineer – No comment Received
- f. Colorado Division of Wildlife – EXHIBIT I
- g. Excel Energy – EXHIBIT J
- h. Bureau of Land Management - No Comment Received
- i. Carbondale and Rural Fire Protection District – EXHIBIT M
- j. Consolidated Reservoir -
- k. Aspen Valley Land Trust - EXHIBIT K

### **IV. REVIEW CRITERIA & STANDARDS**

#### **§4-110 C.**

**7.) Planning Commission Review.** If appropriate, the Garfield County Planning Commission shall review all applications or petitions to vacate public roads or right-of-way pursuant to the provisions of §30-28-110(1) (d), C.R.S., as amended.

#### **a. Planning Commission Procedures.**

- 1. The Planning Commission shall conduct its review of the petition or application to vacate a county or public road right-of-way as a public hearing without required notification other than inclusion in a posted agenda.
- 2. The date establish for initial review by the Planning Commission shall be considered the date of submission pursuant to §30-28-110, C.R.S., as amended.
- 3. The Planning Commission may continue consideration of the petition or request to vacate county or public road rights-of-way to the next regularly scheduled Planning Commission meeting. Under all circumstances, it shall conclude its review and render its decision and recommendation to the BOCC within sixty (60) days of submission.
- 4. The decision of the Planning Commission, rendered pursuant to its review set forth herein, shall be considered a recommendation. Under no circumstances

shall the Planning Commission action be considered a vacation of a road or right-of-way or final action on such request.

## V. ISSUES

The Board of County Commissioners has the discretion to vacate a road, however certain vacations are prohibited per the following code section in 4-110.

**E. Prohibited Vacations.** The Board of County Commissioners shall not approve any petition or request to vacate a county or public road right-of-way when the following information has been submitted to the BOCC.

1. The subject county road or public road right-of-way provides any access to public lands (for the purpose of this subsection public land shall mean any property owned by the federal government or the State of Colorado).
2. The subject county road or public road right-of-way abuts or is connected to any property, including any easement owned by the federal government. State of Colorado, municipality, county, or special district, where such property or easement constitutes a public park, recreational area or trail.
3. The subject county road or public road right-of-way is currently used or will be used in the foreseeable future for any county or public road purpose. The term "county or public road purpose" includes, but is not limited to, motor vehicle use, pedestrian use, equestrian use, bicycle traffic, stock drive, or placement of utilities. The term "foreseeable use" shall include a use projected or planned to occur within the next twenty years as such has been included in any adopted state, county, federal, municipal or special district facilities plan, comprehensive plan, zoning plan, recreation plan, street plan, or similar document for development objectives for that entity. This provision shall apply only if documentation of the current or foreseeable use is presented at the time of public consideration of the proposal vacating resolution.
4. The Provisions of this section shall not be deemed to preclude the BOCC's denial of a petition or application to vacate a county or public road right-of-way for other reasons.

Staff Response: The above referenced criteria do not apply to this application as the ROW is proposed to be re-located.

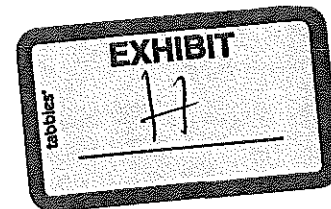
The only outstanding concern is the issue of title and potential encumbrances (easements) on the proposed 60' ROW that Mr. & Mrs. Peterson propose to dedicate to the County. The County requires a "free and clear" ownership of the ROW so that, if and when necessary, a road can be constructed within that ROW. Staff has a condition of approval regarding this issue that, if met, will demonstrate the ability of the County to use the ROW for the purpose that it was dedicated.

5

Commissioners.

4. The Applicant shall submit a form resolution for the vacation of that portion of the subject county or public road right-of-way as indicated in the application, which shall include provision for acceptance of the deed for the replacement ROW, and the resolution shall be reviewed and approved by the County Attorney's office prior to the BOCC hearing.

GARFIELD COUNTY  
*Building & Planning Department*  
Review Agency Form



Date Sent: January 4, 2010  
**Comments Due: January 25, 2010**

Name of application: Peterson Vacation Portion Cr. 121  
Sent to: Garfield County Road & Bridge

~~~~~  
Garfield County requests your comment in review of this project. Please notify the Planning Department in the event you are unable to respond by the deadline. This form may be used for your response, or you may attach your own additional sheets as necessary. Written comments may be mailed, e-mailed, or faxed to:

Garfield County Building & Planning  
Staff Contact: Kathy Eastley  
109 8<sup>th</sup> Street, Suite 301  
Glenwood Springs, CO 81601  
Fax: 970-384-3470  
Phone: 970-945-8212

General Comments: Garfield County Road and Bridge Department after confirming with the Glenwood District Foreman has no objection to this application with the following comments.

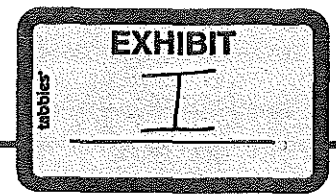
The 60-foot easement to be deeded to Garfield County should have no fences or buildings encumbering the new ROW. If there are any, an encroachment agreement should be in place stating that any encumbrances shall be removed at the property owners expense when requested to do so by Garfield County.

By granting this vacation it is our understanding that this does not deny access by the public to any public lands that has been previously open to public access.

An area large enough to turn County equipment around in a safe manner at the end of the road shall be kept available at all times.

Name of review agency: Garfield County Road and Bridge Department

By: Jake B. Mall Date January 11, 2010



**Kathy A. Eastley**

---

**From:** Trant, Travis [Travis.Trant@state.co.us]  
**Sent:** Tuesday, January 12, 2010 10:58 AM  
**To:** Kathy A. Eastley  
**Subject:** Peterson Vacation Portion CR 121

Dear Ms. Eastley:

I have reviewed the application by James and Hensley Peterson requesting Garfield County to vacate the 1904 Amos Ralston 60' road ROW and relocate a portion of that ROW to the northern boundary of their property. I find no issues that would negatively impact wildlife values by the vacating and relocating of this portion of the ROW.

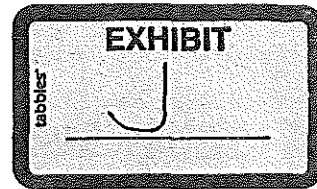
Thank you for allowing me the opportunity to comment on the application for vacation and relocation of a portion of CR 121 ROW on the Peterson property.

If you have any questions please do not hesitate to contact me.

Sincerely,

Travis W. Trant  
District Wildlife Manager  
Basalt District, Area 8  
970.947.2931





**Right of Way & Permits**

1123 West 3<sup>rd</sup> Avenue  
Denver, Colorado 80223  
Telephone: 303.571.3326  
Facsimile: 303.571.3524

January 20, 2010

Garfield County Building and Planning Department  
108 8<sup>th</sup> Street, Suite 401  
Glenwood Springs, CO 81601

Attn: Kathy Eastley

**Re: Peterson Vacation Portion CR 121 #RVAC5955**

Public Service Company of Colorado (PSCo) has reviewed the plans for : **Peterson Vacation Portion CR 121 and sees no apparent conflict.**

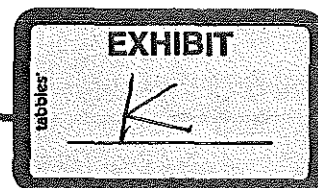
As a safety precaution, Public Service Company of Colorado would like to remind the developer to call the **Utility Notification Center, at 1-800-922-1987**, to have all utilities located prior to any construction.

If you have any questions about this referral response, please contact me at (303) 571-3326.

Thank you,

Teresa Wilson  
Contract Right of Way Processor  
Public Service Company of Colorado

**Kathy A. Eastley**



**From:** Suzanne Stephens [suzanne@avlt.org]  
**Sent:** Thursday, January 21, 2010 10:36 AM  
**To:** Deborah Quinn  
**Cc:** James Peterson; Kathy A. Eastley; Suzanne Stephens  
**Subject:** RE: Peterson application  
**Attachments:** AVLT-Peterson-CE-12-24-07.RECORDED.pdf

The conservation easement encumbers the entire property, and does not specifically mention the granting of new easements that do not overlay an existing road – however, because the owners are vacating a road easement that crosses the entire property where there is no road, and are granting a much shorter easement where there is no road in exchange, we have essentially determined this to be consistent with the purpose of the easement (and actually of potential benefit to the conservation values). Section 3, Intent, of the easement deed permits “all uses of the Property that are consistent with the preservation and protection of the Property’s Conservation Values as reasonably determined by the Trust”. So while not specifically addressed in the easement, AVLT does have the latitude to permit activities that it deems consistent with the easement.

Please let me know after you review the title commitment. Recorded easement attached FYI.

**From:** Deborah Quinn [mailto:dquinn@garfield-county.com] 7  
**Sent:** Thursday, January 21, 2010 10:14 AM  
**To:** Suzanne Stephens; James Peterson; Kathy A. Eastley  
**Cc:** Martha Cochran  
**Subject:** RE: Peterson application

If it satisfies a title company to the extent that the entire 60’ ROW to be deeded to the county is not encumbered by your conservation easement or otherwise, I’ll probably be satisfied. I need to see the title commitment for the ROW and the recorded conservation easement first.

I appreciate your willingness to resolve this.

Deborah Quinn  
Assistant Garfield County Attorney  
108 8th Street, Suite 219  
Glenwood Springs, CO 81601  
(970) 945-9150  
Fax (970) 384-5005

**CONFIDENTIALITY STATEMENT:** This message and any attachments are confidential and intended solely for the use of the individual or entity to which it is addressed. The information contained herein may include protected or otherwise privileged information. Unauthorized review, forwarding, printing, copying, distributing, or other use of such information is strictly prohibited and may be unlawful. If you have received this message in error, please notify the sender by replying to this message and delete the email without further disclosure.

**From:** Suzanne Stephens [mailto:suzanne@avlt.org]  
**Sent:** Thursday, January 21, 2010 9:59 AM  
**To:** Deborah Quinn; James Peterson; Kathy A. Eastley  
**Cc:** Martha Cochran  
**Subject:** RE: Peterson application

All – I’ve reviewed the deed of conservation easement, and Section 6.4, which controls roads, allows Grantor to grant additional non-exclusive access easements across existing roads without the consent of the Trust, which I believe largely covers this situation (in that the county road ROW would be granted over an existing road, except on the 60 ft

connector). AVL T would only have to grant permission for the ROW over the connector piece, which we are happy to do via letter.

Would this satisfy your requirements?

Suzanne Stephens  
Associate Director  
Aspen Valley Land Trust  
320 Main St, Ste 204  
970.963.8440 ~ fax 970.963.8441  
www.avlt.org  
suzanne@avlt.org

*saving the best... to last*

**From:** Deborah Quinn [mailto:dquinn@garfield-county.com]  
**Sent:** Thursday, January 21, 2010 8:30 AM  
**To:** James Peterson; Kathy A. Eastley; Suzanne Stephens  
**Cc:** Martha Cochran  
**Subject:** RE: Peterson application

I'm happy to help.

Deborah Quinn  
Assistant Garfield County Attorney  
108 8th Street, Suite 219  
Glenwood Springs, CO 81601  
(970) 945-9150  
Fax (970) 384-5005

CONFIDENTIALITY STATEMENT: This message and any attachments are confidential and intended solely for the use of the individual or entity to which it is addressed. The information contained herein may include protected or otherwise privileged information. Unauthorized review, forwarding, printing, copying, distributing, or other use of such information is strictly prohibited and may be unlawful. If you have received this message in error, please notify the sender by replying to this message and delete the email without further disclosure.

**From:** James Peterson [mailto:petersonjdp@msn.com]  
**Sent:** Wednesday, January 20, 2010 6:08 PM  
**To:** Deborah Quinn; Kathy A. Eastley; suzanne@avlt.org  
**Cc:** Martha Cochran  
**Subject:** RE: Peterson application

Maybe I should have Tom at the title company get in touch with you to make sure we get it right.  
James

---

Subject: RE: Peterson application  
Date: Wed, 20 Jan 2010 16:55:06 -0700  
From: dquinn@garfield-county.com  
To: petersonjdp@msn.com; keastley@garfield-county.com; suzanne@avlt.org  
CC: marthac@avlt.org

James,

We'll need a commitment specific to the 60 ft. ROW you'll be conveying to the county, is that what you mean by "property" ?

Deborah Quinn  
Assistant Garfield County Attorney  
108 8th Street, Suite 219  
Glenwood Springs, CO 81601  
(970) 945-9150  
Fax (970) 384-5005

CONFIDENTIALITY STATEMENT: This message and any attachments are confidential and intended solely for the use of the individual or entity to which it is addressed. The information contained herein may include protected or otherwise privileged information. Unauthorized review, forwarding, printing, copying, distributing, or other use of such information is strictly prohibited and may be unlawful. If you have received this message in error, please notify the sender by replying to this message and delete the email without further disclosure.

**From:** James Peterson [mailto:petersonjdp@msn.com]  
**Sent:** Wednesday, January 20, 2010 4:08 PM  
**To:** Kathy A. Eastley; suzanne@avlt.org  
**Cc:** Martha Cochran; Deborah Quinn  
**Subject:** RE: Peterson application

Hi Everyone,  
I ordered the updated title commitment today from Tom at Land Title in Glenwood in the form of a Property Information Binder which should show all of the easements on the property. Tom will email the report to both Kathy and Suzanne early next week.  
Thanks,  
James

---

**Subject:** RE: Peterson application  
**Date:** Wed, 20 Jan 2010 15:06:38 -0700  
**From:** keastley@garfield-county.com  
**To:** suzanne@avlt.org  
**CC:** petersonjdp@msn.com; marthac@avlt.org; dquinn@garfield-county.com

Thanks for your response Suzanne. We appreciate your comments regarding AVLT support of the relocation of the right-of-way, however there may be a bigger issue to resolve related to the AVLT easement. Through this process the County requires that the relocated right-of-way be free and clear of any encumbrances that would prevent the use of the land for construction of a County Road. We are aware that AVLT holds an easement on the Peterson property and would like to know if the easement would preclude this use within any portion of the 60 foot wide area that Mr. Peterson proposes as a replacement for the existing right-of-way.


We are currently working with James Peterson on identifying and resolving any issues related to this application. We expect to receive an updated title commitment from Mr. Peterson which would indicate the encumbrances that exist within the proposed right-of-way. I hope that we are all able to work through these issues to the satisfaction of all parties involved. Feel free to contact me with any additional questions, concerns or comments.

Kathy Eastley, AICP  
Senior Planner  
Garfield County Building & Planning  
108 8th Street, #401  
Glenwood Springs, CO 81601

Phone: 970-945-8212 ext. 1580

Fax: 970-384-3470

[keastley@garfield-county.com](mailto:keastley@garfield-county.com)

 Please consider the environment before printing this e-mail.

**From:** Suzanne Stephens [<mailto:suzanne@avlt.org>]

**Sent:** Wednesday, January 20, 2010 1:46 PM

**To:** Kathy A. Eastley

**Cc:** James Peterson; Martha Cochran; Suzanne Stephens

**Subject:** Peterson application

Hi Kathy – we've received your packet concerning the Peterson road vacation of a portion of CR 121, and we have no objections to this proposal (our concerns are addressed here, and we support the effort to gain a right-of-way over the existing road alignment, while abandoning the surveyed alignment). Do you need some type of formal approval from us, or is this just for our information?

Thanks for including us and let me know if you need anything more.

Regards,  
Suzanne

Suzanne Stephens  
Associate Director  
Aspen Valley Land Trust  
320 Main St, Ste 204  
970.963.8440 ~ fax 970.963.8441  
[www.avlt.org](http://www.avlt.org)  
[suzanne@avlt.org](mailto:suzanne@avlt.org)

*saving the best... to last*

Reception#: 740028  
12/27/2007 10:39:06 AM Jean Alberico  
1 of 22 Rec Fee:\$111.00 Doc Fee:0.00 GARFIELD COUNTY CO

**NOTICE TO TITLE COMPANY:** This Deed of Conservation Easement in gross requires a One-Hundred Dollar (\$100.00) fee be paid to Aspen Valley Land Trust or its successor organization by purchaser of this Property or any portion of this Property, pursuant to Section 15 herein.

**DEED OF CONSERVATION EASEMENT IN GROSS**  
**PETERSON RANCH – Garfield County**

A CONSERVATION EASEMENT (“Easement”) is granted this 24<sup>th</sup> day of December 2007, by **JAMES D. PETERSON and HENSLEY R. PETERSON** (“Grantor”), to and for the benefit of **ASPEN VALLEY LAND TRUST**, a Colorado nonprofit corporation having offices at 320 Main Street, Suite 204, Carbondale, Colorado 81623 (the “Trust”)(collectively, the “Parties”).

The following exhibits are attached hereto:

**Exhibit A:** Property Legal Description for 78 Acres of Land Covered by this Easement,  
**Exhibit B:** Map of Property and Property Use Zones,  
**Exhibit C:** Aerial Photo of 5-acre Building Envelope,  
**Exhibit D:** Baseline Documentation Summary,  
**Exhibit E:** Water Rights;

**RECITALS**

WHEREAS, Grantor is the sole owner in fee simple of approximately 78 acres, more or less, of real property on East Coulter Creek, Missouri Heights near Carbondale, Garfield County, State of Colorado, more particularly described in **Exhibit A**, attached hereto and incorporated by reference (the “Property”), together with certain Water Rights, described in **Exhibit E**, attached hereto and incorporated by reference. The term “Property” shall hereinafter be defined as the land and water rights combined, including the 5-acre Building Envelope shown approximately on **Exhibit C**, attached hereto and incorporated by reference. The term “Water Rights” shall refer to the water rights alone. For the purposes of this Easement, the Property consists of three Property Use Zones, as follows:

- The “Agricultural Zone”: That portion of the Property that is currently and has been historically grazed or irrigated, and which includes the Agricultural Structures Area, shown approximately on **Exhibit B**, herein, and a section of the “Easterly Access Easement”, a single-lane private road on the northeastern portion of the Property, and the “Sedge Meadow Agricultural Access Easement”, a single-lane, soft-surfaced private agricultural easement on the northwestern portion of the Property. Both the Easterly Access Easement and the Sedge Meadow Easement are shown approximately on **Exhibit B**, herein;

Return to: **ASPEN VALLEY LAND TRUST**  
320 MAIN ST., SUITE 204  
CARBONDALE, CO 81623

- The "Building Envelope": The 5-acre area surrounding the existing residence and ranch headquarters, shown graphically in **Exhibit C**, attached hereto and made a part hereof, is to be managed and monitored according to the provisions of Section 6.1 and 6.8, herein, but otherwise is excluded from the requirements and restrictions of Section 6 of this Easement Deed; and
- The "Wildlife Zone": That portion of the Property lying outside of the Agricultural Zone and Building Envelope, and not including the existing County-maintained road, and not including the existing road extending eastward from the County maintained road, as shown approximately in **Exhibit B**, attached hereto and made a part hereof.

WHEREAS, the Property possesses natural, scenic, open space (including agricultural), and wildlife values (collectively, "Conservation Values") of importance to the Trust, the people of Garfield County, and the people of the State of Colorado that are worthy of preservation;

WHEREAS, the Property is located in a rural agricultural area of Garfield County, where the Trust desires to protect the biological integrity as well as the rural and scenic character of the area. In particular, a portion of the Property is visible to the general public from more than one-half mile of Garfield County Road 121 (Coulter Creek Road), which traverses the Property, and from nearby land managed by the Bureau of Land Management ("BLM"), which is frequently accessed by recreational hunters. The Property is highly scenic and provides a degree of openness and variety to the overall rural and agricultural landscape. The terms of the Easement do not permit a degree of intrusion or future development that would interfere with the essential scenic quality of the land;

WHEREAS, the Property contains significant wildlife habitat with a high diversity of native wildlife species. The thick, vegetative cover of the oak-mountain shrublands provide cover and an abundance of berries, seeds and other forage for resident, migrating, and wintering animals, including birds. The Property contains overall range for elk, mule deer and black bear, migration areas and summer and winter range for mule deer, and severe winter range for elk. Regular sightings of bobcats and occasional sightings of bear and other carnivores indicate that this property and the surrounding lands are inhabited by a fairly balanced wildlife community;

WHEREAS, the plant communities on the Property are in good to excellent condition, evidence of the Peterson's careful stewardship of the land. Islands of diversity such as the tiny stands of spruce, quaking aspen and Douglas fir along the ribbon of riparian habitat along East Coulter Creek, which bisects the property, are home to a wildlife and vegetative community that represents at least half of the plant and animal species on the Property. The Property also contains sagebrush and Gambel oak shrublands, of which sagebrush is particularly important to wildlife and declining statewide;

WHEREAS, conservation of the Property will increase the amount of conserved land in the Coulter Creek drainage, an area currently identified by the Trust as a high priority for protection. The Property is part of a larger segment of land designated by Colorado Natural Heritage Program as a "Site of Local Significance," and will add to the 1,114 acres of existing

conservation easements in the immediate vicinity of the Property, located on the Quarter Circle Eight Ranch, J&S Nieslanik Ranch, and Ranch at Coulter Creek, in addition to contributing to the habitat connectivity of nearby land managed by the Bureau of Land Management;

WHEREAS, the Trust acknowledges and agrees that continued use of the land within the Agricultural Zone for grazing and agricultural production does not impair or interfere with the Conservation Values of the Property;

WHEREAS, Grantor makes no representation that boundary fencelines on the Property are the legal boundary lines and Grantor reserves the right without Trust approval to realign such fences to legal boundary lines, provided that notice is given to the Trust of any realignment so that it may update its records to reflect the legal boundary lines;

WHEREAS, Grantor intends, as owner of the Property, to convey to the Trust the right to preserve and protect the Conservation Values of the Property in perpetuity and the Trust agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come;

WHEREAS, the Trust is a charitable organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and is a publicly-supported organization as described in Section 170(b)(1)(A) of the Code whose primary purpose is to preserve and protect the natural, scenic, agricultural, historical, and open space resources of the greater Roaring Fork Valley area, including the area in which the Property is located, by assisting landowners who wish to protect their land in perpetuity, and is a "qualified organization" to do so within the meaning of Section 170(h)(3) of the Code;

WHEREAS, the State of Colorado has recognized the importance of private efforts toward the preservation of natural systems in the State by the enactment of C.R.S. §§38-30.5-101 *et seq.*; and

WHEREAS, the Board of Directors of the Trust has duly authorized the Trust's Executive Director or her designee to execute and accept conservation easements on behalf of the Trust.

**NOW, THEREFORE**, in consideration of the matters above, the mutual covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Grant.** Grantor hereby voluntarily and irrevocably grants and conveys to the Trust a perpetual Conservation Easement in gross (the "Easement"), pursuant to C.R.S. §§ 38-30.5-101 *et seq.*, through the terms mutually agreed to in this Deed of Conservation Easement in Gross ("Easement Deed"), consisting of the rights and restrictions enumerated herein, over and across the Property, to hold said Easement unto the Trusts and its successors and assigns forever. The Easement shall constitute a binding servitude upon the Property and shall be subject to prior reservations, easements, encumbrances and exceptions of record, except as otherwise set forth herein.

**2. Purposes.** Pursuant to the terms of C.R.S. §§ 38-30.5-101 *et seq.*, the purposes of the Easement are to assure that the Property will remain forever predominantly in its scenic, natural and open space (including agricultural) condition, subject to the continued use of the Agricultural Zone for seasonal grazing of livestock and other uses of the Property permitted hereunder; and to prevent any use of the Property that is inconsistent with the preservation and protection of the Conservation Values of the Property and, in the event of their degradation or destruction, to restore such Conservation Values of the Property.

**3. Intent.** Subject only to the Purpose set forth above and express prohibitions below, the intent of the Parties is to permit all uses of the Property that are consistent with the preservation and protection of the Property's Conservation Values as reasonably determined by the Trust. Nothing in this Easement Deed is intended to compel a specific use of the Property other than the preservation and protection of the Conservation Values.

**4. Baseline Documentation.** The Parties acknowledge that a Baseline Documentation of the Conservation Values and relevant features of the Property has been prepared by Sarah Shaw in December 2007, an individual familiar with conservation easements, the Property, and the environs, and is on file with the Parties. The Trust and Grantor have reviewed and approved the Baseline Documentation, as summarized in **Exhibit D** ("Baseline Documentation Summary"), as an accurate representation of the condition of the Property at the time of this grant. The Parties agree that the Baseline Documentation is not intended to preclude the use of other evidence to establish the present condition of the Property should a controversy arise over its use.

**5. Rights of Trust.** To accomplish the purposes of the Easement, Grantor conveys the following rights to the Trust:

5.1. The right to preserve and protect the Conservation Values of the Property in perpetuity;

5.2. The right to enter upon the Property at reasonable times, to inspect the Property thoroughly, to monitor Grantor's compliance with, and otherwise enforce the terms of this Easement Deed; provided that such entry shall be upon 72-hour prior notice to Grantor and shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property, except that no such notice shall be required in the event the Trust reasonably believes that immediate entry upon the Property is essential to prevent or mitigate a violation of this Easement Deed;

5.3. The right to prevent any activity on or use of the Property that is inconsistent with the purposes of the Easement, or with the preservation and protection of the Conservation Values of the Property, and the right to require the restoration of such areas or features of the Property that are damaged by any inconsistent activity or use; and

5.4. Any other rights that the Parties may mutually approve consistent with the purposes of the Easement and the Conservation Values (i.e., habitat or other enhancement projects, right to identify conservation values of the Property, or right to conduct scientific studies). Trust may only enter onto the Property to conduct such activities, including scientific studies or enhancement projects, with Grantor's prior approval.

**6. Prohibited and Permitted Uses.** Grantor reserves to itself and to its personal representatives, heirs, successors, and assigns, all rights and obligations accruing from its ownership of the Property, including the right to engage in all uses of the Property not expressly prohibited herein that are consistent with the preservation and protection of the Conservation Values of the Property. Grantor is prohibited from any activity on or use of the Property inconsistent with the preservation and protection of the Conservation Values. Grantor has the burden to prove that Grantor's proposed uses are consistent with the preservation and protection on the Conservation Values of the Property.

The following uses and practices by Grantor, though not an exhaustive recital, are either consistent with and permitted, or inconsistent with and prohibited by this Easement Deed. Expressly permitted uses are to be conducted in a manner consistent with the preservation and protection of the Conservation Values of the Property, pursuant to Section 170(h)(3) of the Code, and C.R.S. § 38-30.5-102. **The permitted and prohibited uses described in this Section 6 shall not apply to the Property within the 5-acre Building Envelope, as shown on Exhibit C attached hereto and incorporated herein, except for Sections 6.1 and 6.8, herein, which shall apply equally to all of the Property.**

6.1. Building Rights. Grantor shall not construct, improve, place, or replace any buildings, structures, mobile homes, indoor or outdoor riding arenas, parking lots, or billboards on the Property, except as described below.

A. Building Envelope. A 5-acre building envelope exists on the Property at the location shown on **Exhibits B and C**, attached hereto and incorporated herein by this reference (the "Building Envelope"). Grantor retains all rights to use the land within the Building Envelope for residential, appurtenant residential, and agricultural uses, consistent with all applicable laws, codes, and regulations. In this regard, Grantor expressly reserves the right to replace, improve, demolish, remodel or expand existing structures within the Building Envelope; to construct new or additional structures; to expand, improve, relocate or modify landscaping, water features, water uses, fencing and road surfaces, and, in general, to engage in any and all land use activities that are permitted by right or by special review under existing or any future Garfield County, Colorado zoning and land use regulations. The forgoing retained and reserved Building Envelope development activities shall not be subject to any prior review or approval by or from the Trust, and Grantor shall have the right and privilege to engage in the development activities within the Building Envelope free of any restrictions that may apply to other portions of the Property that are and shall forever be restricted by this Easement.

B. Agricultural Structures. Grantor retains the right to construct, replace, expand, and maintain additional minor structures for agricultural purposes within the Agricultural Structures Area, defined as follows: that area south of the southerly line of the Building Envelope, no less that 100' west of the centerline of East Coulter Creek and no less that 150' north of the centerline of the Garfield County maintained road, as shown on **Exhibit B**, herein. Such permitted agricultural structures include but are not limited to a barn with box stalls, tack rooms, and hay storage, as well as corrals, hay sheds or loafing sheds,

provided all such structures on the Property, with the exception of corrals and fences, do not exceed 2,400 square feet in combined footprint area, and are not used for residential purposes.

6.2. Agricultural Uses. Grantor retains the right to conduct agricultural operations within the Agricultural Zone in a manner consistent with sound farming and range management practices, and to lease lands with appurtenant Water Rights for permitted agricultural purposes. Permitted agricultural operations include grazing and raising of livestock, raising crops, irrigation of approximately 12 acres of historically irrigated land, and all other agricultural activities consistent with protection of the long-term ecological and economic viability of the land.

Agricultural uses prohibited by this Easement include (A) commercial feed lots, defined as confined areas or facilities for purposes of extended feeding and finishing of large numbers of livestock for hire, (B) tree farms, and (C) sod farms.

6.3. Reversion to Wildlife Habitat. If, in the future, agricultural operations cease, Grantor agrees to reseed any heavily disturbed areas with appropriate native vegetation to prevent the spread of noxious weeds and to provide forage and habitat for wildlife. The Parties agree that agricultural operations may resume at any time;

6.4. Roads and Motor Vehicles. Grantor may maintain, realign, widen and improve an existing single lane road that crosses the eastern-most Agricultural Zone of the Property, as shown in **Exhibit B**, herein ("Easterly Access Easement"), according to the terms and conditions of the Road and Utility Easement recorded under Reception No. 738843. The Trust also acknowledges the existence of the Sedge Meadow Easement Agreement recorded under Reception No. 738845, which crosses a portion of the Agricultural Zone, also shown approximately on **Exhibit B**. With the exception of the County maintained road (Garfield County Road 121) that traverses the Property, the Trust acknowledges that all other roads on the Property are private roads and are located on the Building Envelope. Grantor may grant additional non-exclusive access easements across existing roads without the consent of the Trust, in Grantor's sole discretion. The Parties acknowledge the existence of certain access and utility easements, recorded in the Garfield County real property records as reception no. 178596, 681907, 234575, 738843, 738844 and 738845, that burden the Property, and such easements may be modified, amended, terminated or maintained by the Grantor without further permission from the Trust. Off-road use of motorized vehicles is prohibited in the Wildlife Zone, except as necessary for property maintenance and emergencies;

6.5. Surface Disturbance. Grantor shall not alter the topography of the Property through placement or removal of soil, gravel, land fill, or other materials unless approved by Trust for habitat enhancement or restoration purposes. Grantor shall not alter, disturb, or impair the relatively natural habitat for plants, wildlife, or similar ecosystems within and upon the Property, which includes the destruction, removal or cutting of native vegetation, except (A) in emergencies; (B) for fire, pest and disease prevention; (C) as necessary to the uses permitted in Subsections 6.1, 6.2, 6.4, 6.10 and 6.13, herein; and (D) as otherwise approved by the Trust;

6.6. Fencing. Grantor may replace existing fences or erect new fencing on the Property, or both, provided such fencing complies with then-current Colorado Division of Wildlife standards for fencing in a wildlife migration area, except within the Agricultural Zone as required for agricultural activities, and then in a manner that best permits the flow of wildlife across the Property;

6.7. Mineral Rights. At the time of granting the Easement, Grantor may or may not own the mineral rights associated with the Property due to reservation by U.S. Government Patent. Grantor's current or future ownership of mineral rights shall be subject to the following provisions:

A. Subsurface Mineral Rights. Grantor may not explore for or extract oil and natural gas, nor lease to a third party the right to explore for or extract oil and natural gas from below the surface of the Property;

B. Surface Mineral Rights. Grantor shall not transfer, lease or otherwise separate the soil, sand, gravel, rock, or any other mineral substance from the surface of the Property nor explore for or extract soil, sand, gravel, rock, or other minerals from the surface of the Property;

6.8. Subdivision. Grantor may not divide or subdivide (including *de facto* subdivision) the Property, including the Building Envelope, into two or more parcels of land;

6.9. Trash. Grantor shall not dump, permanently accumulate, or dispose of trash, garbage, or other hazardous or unsightly refuse on the Property, except for agricultural by-products and vegetative matter produced or used on the Property;

6.10. Water Resources. Grantor shall not manipulate, divert, dam, pollute, drain, dredge, or otherwise alter East Coulter Creek or other naturally-occurring streams, wetlands, springs, lakes, ponds, or other surface or subsurface water features on the Property in a manner that degrades or destabilizes their natural banks or shorelines, or otherwise is inconsistent with the preservation and protection of the Conservation Values of the Property, except that Grantor reserves the right to coordinate with Garfield County to remove beaver dams from East Coulter Creek that threaten damage to riparian areas along East Coulter Creek, County Road 121, culverts or other improvements now existing or permitted herein, in a manner consistent with preservation and protection of the Conservation Values. Grantor retains the right to construct, maintain and improve agricultural ditches, stock ponds and other water features and improvements without further permission from the Trust if such construction and maintenance is in compliance with local, state, and federal rules and regulations. Specifically, Grantor retains the right to maintain and improve Prior Ditch #25 as it crosses the Property;

6.11. Commercial and Industrial Activities. Grantor shall not conduct industrial activity or any more than *de minimus* commercial activity on the Property;

6.12. Recreation. Golf courses and other high-impact recreational amenities and facilities, including covered or indoor horseback riding arenas, paved trails and motorbike tracks or courses, are prohibited on the Property; however, passive recreational uses, such as hiking,

cross country skiing, horseback riding, hunting and fishing, are permitted, along with low-impact dirt trails located and used in a manner consistent with the preservation and protection of the wildlife and scenic Conservation Values of the Property, Outdoor horseback riding arenas are permitted only within the Agricultural Structures Areas as shown on **Exhibit B**, herein;

6.13. Utilities and Communications Facilities. There is currently one electric power line on the Property, owned by Holy Cross Electric, which may be accessed and maintained as permitted by Holy Cross Energy in a manner consistent with historic practices, and Grantor reserves the right to grant an overhead or underground electric line easement for such electric service, without further permission from the Trust. This power line may not be realigned, buried, or otherwise substantially altered without Trust's prior consent, which consent shall not be unreasonably withheld provided any disturbance to the Property is restored and re-vegetated to the fullest extent possible so as not to diminish the scenic or wildlife Conservation Values of the Property.

Additionally, as necessary to the uses permitted in Subsection 6.1 and 6.2 and provided that the location and use of the following described amenities is consistent with preservation and protection of the scenic and wildlife Conservation Values of the Property, Grantor may install, maintain and use the following within the Agricultural Zone: (A) communication facilities and appurtenant structures or equipment; (B) utility lines and substations; (C) water lines, pumps and wells; (D) wind-powered electric generators, solar collectors, fuel cells, and other energy-related technology for onsite use. No such amenities may be located in the Wildlife Zone without the consent of the Trust, which consent shall be granted in the Trust's sole discretion. Any impact from the installation and/or maintenance of such amenities to the Property or its Conservation Values shall be restored as closely as possible to the Property's original condition using appropriate native vegetation by the entity installing or maintaining the abovementioned facility;

6.14. Water Rights.

A. Water Rights Included. The Property includes all of Grantor's rights, title and interest in the Water Rights described in **Exhibit E** in this Easement; Grantor shall have the right to continue use of the Water Rights on the Property in order to protect and preserve the Conservation Values of the Property. Grantor shall have the right to improve, maintain, repair, relocate and reconstruct facilities related to the Water Rights (such as ditches, wells and reservoirs), and to convert historic flood irrigation activities to sprinkler irrigation systems with notice to the Trust;

B. Restrictions on Water Rights. The Water Rights may not (i) be changed to or used for municipal, industrial, or commercial uses; (ii) be changed for use off of the Property; (iii) be sold, leased, or encumbered separately from the Property or legally separated from the Property; or (iv) have their points of diversion, or their type or place of use within the Property changed, except pursuant to a legally-recognized interruptible supply contract, fallowing agreement, emergency water loan, or similar agreement to temporarily increase instream flows in East Coulter Creek. Water Rights may be used for other activities on the Property that are not prohibited by the terms of this Easement Deed, after a written determination by the Trust that such changes are consistent with the

preservation and protection of the Conservation Values, and do not create an intent to abandon;

C. Protection of Water Rights. If Grantor fails to maintain the historic use of the Water Rights, or the Water Rights are otherwise subject to a threat of abandonment, the Trust shall have the right, but not the obligation, to (i) enter upon the Property and undertake any and all actions reasonably necessary to continue the use of the historic Water Rights.

D. Effect of Loss. No loss of Water Rights through injury or abandonment, or conversion of the Water Rights as set forth above, shall be considered a severance of the title to the Water Rights from the Property for federal or state tax or other purposes, or as basis for extinguishment of the Easement Deed.

7. **Access.** Grantor hereby prohibits the public any more than visual access to any portion of the Property, although Grantor may permit public access to the Property on such terms and conditions as it deems appropriate, provided that such access is consistent with the terms of this Easement Deed.

8. **Representations and Warranties.** Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:

8.1. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise or threatening to human health or the environment exists or has been used or released on the Property, except for fuels customarily used or transported in connection with agricultural and construction activities on the;

8.2. There are not now any underground storage tanks located on the Property, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable laws, regulations, and requirements;

8.3. Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use and there are no existing, pending or threatened litigation in any way affecting, involving, or relating to the Property;

8.4. Grantor has good and sufficient title to the Property and has lawful authority to grant and convey the Easement, that any mortgages or liens on the Property are subordinate to the terms of this Easement Deed, and that Grantor shall warrant and forever defend the title to the Easement against all and every person or persons lawfully claiming by, through or under Grantor, the whole or any part thereof, except for rights-of-way, easements, restrictions, covenants and mineral reservations of record.

9. **Trust's Remedies: Enforcement.** The Trust shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Easement Deed. If the Trust finds what it believes is a violation, or a threat of a violation, the Trust shall notify

Grantor of the nature of the alleged violation. Upon receipt of this notice, Grantor shall immediately discontinue any activity that could increase or expand the alleged violation and shall either: (A) restore the Property within 60 days as is best possible to its condition prior to the violation in accordance with a plan approved by the Trust, or if immediate restoration is not possible, Grantor shall submit such plan to the Trust within 60 days; or (B) provide a written explanation to Trust of the reason why the alleged violation should be permitted. If the Trust is not satisfied with Grantor's written explanation, the Parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, the Parties agree to attempt to resolve the dispute pursuant to Section 9.1 below.

At any time, including if Grantor does not immediately discontinue any activity that could increase or expand the alleged violation while the Parties are attempting to resolve the alleged violation, the Trust may take appropriate legal action to stop the activity, without prior notice to Grantor; without waiting for the period provided for cure to expire; and without waiting for the 60-day mediation period to expire. The Trust may bring an action at law or in equity, *ex parte* as necessary, in a court of jurisdiction, to enforce the terms of this Easement Deed and to enjoin by temporary or permanent injunction a violation, which may require restoration of the Property to the condition that existed prior to the violation. The Trust's remedies described herein shall be in addition to all remedies now or hereafter existing at law or in equity, and shall include the right to recover damages for violation of the terms of this Easement Deed or injury to the Conservation Values including damages for the loss of scenic or environmental values.

Enforcement of the terms of this Easement Deed shall be at the sole discretion of the Trust, and any forbearance by the Trust to exercise its rights under this Easement Deed in the event of any breach of any term of this Easement Deed by Grantor shall not be deemed or construed to be a waiver by the Trust of such term or any subsequent breach of the same or any other term of this Easement Deed or of any of the Trust's rights under this Easement Deed. No delay or omission by the Trust in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. The failure of the Trust to discover a violation or to take immediate legal action shall not bar the Trust from doing so within four (4) years from the date upon which the violation is discovered.

All reasonable costs incurred by the Trust in enforcing the terms of this Easement Deed, including, without limitation, costs and expenses of pursuing legal action and reasonable attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement Deed, shall be borne by Grantor, unless a court finds that the Trust acted in bad faith in seeking enforcement thereof, in which case the court shall award to Grantor and the Trust shall pay Grantor's reasonable costs of defending the action or claim. If Grantor ultimately prevails in a judicial enforcement action, each Party shall bear its own costs.

9.1. Mediation. If a dispute arises between the Parties concerning the consistency of any proposed use or activity with the terms of this Easement Deed, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either Party may refer the dispute to mediation by written request upon the other. Within 10 days of the receipt of such request, the Parties shall select a trained and impartial mediator with experience in Easements and other land preservation tools. If the Parties are unable to agree on a mediator, then the Parties

shall each select a mediator with experience in conservation easements and other land preservation tools, and those two mediators shall select a mediator who shall alone mediate the dispute. Mediation shall then proceed in accordance with the following guidelines:

A. Purpose. The purpose of the mediation is to: (i) promote discussion between the Parties; (ii) assist the Parties to develop and exchange pertinent information concerning the issues in dispute; and (iii) assist the Parties to develop proposals which will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or *de facto* modification or amendment of the terms, conditions, or restrictions of this Easement Deed;

B. Participation. The mediator may meet with the Parties and their counsel jointly or *ex parte*. The Parties agree that they will participate in the mediation process in good faith and expeditiously, except in cases when the Trust believes that Conservation Values are continuing to be harmed during the mediation process, in which case the Trust can suspend its involvement in the mediation to remedy this threat of ongoing violation. Representatives of the Parties with settlement authority will attend mediation sessions as required by the mediator;

C. Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any Party in any subsequent litigation;

D. Time Period. Neither Party shall be obligated to continue the mediation process beyond a period of 60 days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute. The Parties shall equally share and each bear 50% of the mediator's fees;

#### **10. Costs, Liabilities, Taxes and Environmental Compliance.**

10.1. Costs, Legal Requirements and Liabilities. Grantor retains all responsibilities and obligations and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage, except as provided herein. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor;

10.2. Control. Nothing in this Grant shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Trust to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and any Colorado state law counterpart;

10.3. Hold Harmless. Grantor shall hold harmless, indemnify and defend the Trust and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Trust Parties") from and against all liabilities, including, without limitation, court awarded third-party attorneys' fees, arising from or in any way connected with: (A) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Trust Parties; (B) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, by any person other than any of the Trust Parties, in any way affecting, involving, or relating to the Property; (C) the presence or release of hazardous or toxic substances in, on, from, or under the Property at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Trust Parties; (D) payment of taxes imposed upon or incurred by the Property as a result of this Easement including property taxes (E) tax benefits or consequences of any kind which result or do not result from entering into this Easement Deed; and (F) the obligations, covenants, representations, and warranties described herein;

10.4. Waiver of Certain Defenses. No action shall be commenced or maintained to enforce the terms of any building restriction described in this Easement Deed, or to compel the removal of any building or improvement, unless said action is commenced within four (4) years from the date of discovery of the violation for which the action is sought to be brought or maintained. To the extent that any defense available to Grantor pursuant to C.R.S. §38-41-119 is inconsistent with the foregoing, Grantor waives that defense. Grantor waives the defenses of laches, estoppel and prescription with regard to the enforcement of all other terms of this Easement Deed;

10.5. Acts Beyond Grantor's Control. Nothing contained in this Easement Deed shall be construed to entitle the Trust to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Grantor is not responsible for acts of third parties not authorized to access the Property, and is responsible for any third parties, including guests or invitees, authorized by Grantor to access the Property;

## **11. Extinguishment and Condemnation.**

11.1. Extinguishment. The Parties agree that any changes in the economic viability of the uses permitted or prohibited by this Easement Deed, or changes to neighboring land and its use shall not be deemed circumstances justifying the termination or extinguishment of the Easement. In addition, the inability of Grantor, or Grantor's heirs, successors or assigns, to implement any or all of the uses permitted under this Easement Deed, shall not impair the validity of this Easement Deed or be considered grounds for its termination or extinguishment.

If circumstances arise in the future that render the purposes of this Easement Deed impossible to accomplish, this Easement Deed can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction after the court has explored all options for importing other purposes for the Easement pursuant to the *cy pres* doctrine. Each Party shall promptly notify the other when it first learns of such circumstances. The amount of the proceeds to which the Trust shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination, shall be determined, unless otherwise provided by Colorado law at the time, in accordance with the Proceeds paragraph below;

11.2. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate the Easement in whole or in part, Grantor and the Trust shall act jointly to recover the full value of the interests in the Property subject to the taking or in-lieu purchase and all damages resulting therefrom. All expenses reasonably incurred by Grantor and the Trust in connection with the taking or in-lieu purchase shall be paid out of the amount recovered. The Trust's share of the balance of the amount recovered shall be determined by an independent appraisal of the separate values of the Grantor's interest and the Trust's interest;

11.3. Proceeds. Grantor and the Trust stipulate that as of the date of this Easement Deed, they are each vested with a real property interest in the Property. The Parties further stipulate that the Trust's interest in the Easement has a value of forty percent (40%) of the fair market value of the Property from this date forward, and such percentage interest shall remain constant in relation to any future fair market value of the Property. Such percentage interest shall be used only for determining Trust's proportion of proceeds from any payment of damages or action resulting from circumstances described in the Extinguishment and Condemnation paragraphs above. The Parties agree that the value of any improvements to the Property made by Grantor after the date of this Easement Deed is reserved to Grantor. The Parties further agree that to the extent possible, any proceeds paid to the Trust as a result of this Section shall be used exclusively for purposes of restoration or enhancement of the Conservation Values on the Property. If it is not possible to use all of the Trust's proceeds in this manner, such as if the entire Property is condemned or Easement terminated, the Trust shall attempt to apply its proceeds to (A) restoration or enhancement of other conservation easements in the area that may be owned by Grantor or Grantor's family in the future, or (B) if that is not possible, to another conservation purpose within the Property's close vicinity, or (C) if that is not possible, to a conservation purpose within the Trust's mission.

**12. Assignment.** In the event the Trust is no longer able to carry out its duties and obligations under this Easement Deed, or if circumstances change so that another similar organization is better able to carry out such duties and obligations, the Trust may elect to transfer the Easement with notice given to Grantor, provided that the Trust may assign its rights and obligations under this Easement Deed only to an organization that is (A) a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder; (B) authorized to acquire and hold conservation easements under Colorado law; and

(C) charged with a mission similar to that of the Trust. As a condition of such transfer, the Trust shall require the transferee to expressly agree, in writing, to carry out and uphold the purposes of the Easement and the Conservation Values and otherwise assume all of the obligations and liabilities of the Trust set forth herein or created hereby. After such transfer, the Trust shall have no further obligation or liability under this Easement Deed.

**13. Subsequent Transfers.** Grantor agrees to notify any party who may purchase, lease, or otherwise hold interest in this Property of the existence and terms of this Easement Deed, and to provide a copy of the Deed and the Baseline Documentation to such party if requested. Grantor further agrees to give notice to the Trust of the transfer of any such interest prior to transfer, and provide the opportunity for the Trust to explain the terms of this Deed to potential new owners prior to sale closing without unreasonably delaying the close of the transfer or sale of the Property

In addition, at any time Grantor transfers the Property to anyone other than Grantor's family, heirs or beneficiaries, that party shall pay a transfer fee of \$100.00 to the Trust to cover administrative costs associated with the transfer as well as put the Third Party Purchaser on notice of the terms of this Easement Deed. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement Deed or limit its enforceability in any way.

**14. Notices.** Any communication that either Party desires or is required to give to the other shall be in writing and served personally or sent by first class mail, postage prepaid, addressed as follows or to such other address as either party from time to time shall designate by written notice to the other:

To Grantor: James D. and Hensley R. Peterson  
PO Box 1714  
Aspen, CO 81612

To the Trust: Aspen Valley Land Trust  
320 Main Street, Suite 204  
Carbondale, CO 81623

**15. Recordation.** The Trust shall record this instrument in timely fashion in the official records of Garfield County, Colorado and may re-record it at any time as may be required to preserve its rights in this Easement Deed.

**16. Amendment.** If circumstances arise under which an amendment to this Easement Deed would be appropriate to promote the purposes of the Easement, Grantor and the Trust may jointly amend this Easement Deed. However, the Trust is under no obligation to amend this Easement Deed, and may decline any amendment in its sole discretion and exclusive judgment. Any amendment must be consistent with, and protect and preserve, the purposes of the Easement and the Conservation Values and may not affect the Easement's perpetual duration. Any amendment must be in writing, signed by all the Parties, and recorded in the records of the Clerk and Recorder of the appropriate Colorado County. Correction deeds to correct factual mistakes

or typographical or clerical errors may be made at the discretion of the Trust. No amendment shall be allowed that affects the qualification of this Easement or the status of the Trust under any applicable laws, including C.R.S. Section 38-30.5-101, *et seq.*, or Section 170(h) of the Code or any regulations promulgated thereunder. No amendment shall be permitted that will confer a private benefit to Grantor or any other individual or entity (see IRS Reg. 1.170A-14(h)(3)(i)) greater than the benefit to the general public, or that will result in private inurement to a Board member, staff or contract employee of Trust (see IRS Reg. 1.501(c)(3)-1(c)(2)).

**17. Subordination.** At the signing of this Easement Deed, the Property is not subject to any mortgages or liens.

**18. General Provisions.**

18.1. Exhibits. The following Exhibits are attached to and incorporated by reference into this Easement Deed.

**Exhibit A:** Property Legal Description,  
**Exhibit B:** Map of Property and Property Use Zones,  
**Exhibit C:** Aerial Photo of Building Envelope,  
**Exhibit D:** Baseline Documentation Summary,  
**Exhibit E:** Water Rights;

18.2. Definitions. The terms "Grantor" and "the Trust," wherever used herein, and any pronouns used in place of those terms, shall refer to, respectively, Grantor and its heirs, personal representatives, executors, administrators, successors and assigns, and the Trust, its successors and assigns. The term "Property," wherever used herein, shall refer to the 78 acres of land described in the first paragraph of this Easement, as well as on **Exhibit A**. The term "Water Rights," wherever used herein, shall refer to the water rights alone, as described in **Exhibit E**. The terms "Easement" and "Conservation Easement in gross" refer to the immediately vested interest in real property defined by Colorado Revised Statutes §§ 38-30.5-101 *et seq.* The term "Easement Deed" refers to this legal document, consisting of the rights and restrictions enumerated herein, by which said Easement is granted;

18.3. Controlling Law. The interpretation and performance of this Easement Deed shall be governed by the laws of the State of Colorado;

18.4. Liberal Construction. This Easement Deed shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policy and purpose of C.R.S. §38-30.5-101 *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with ensuring continuation of the purposes of the Easement and the preservation and protection of the Conservation Values that would render the provision valid shall be favored over any interpretation that would render it invalid. The common law rules of disfavoring restrictions on the use of real property and construing restrictions in favor of the free and unrestricted use of real property shall not apply to interpretations of this Easement Deed or to disputes between the Parties concerning the meaning of particular provisions of this Easement Deed;

Reception#: 740028  
12/27/2007 10:39:06 AM Jean Alberico  
16 of 22 Rec Fee:\$111.00 Doc Fee:0.00 GARFIELD COUNTY CO

18.5. Severability. If any provision of this Easement Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement Deed shall be deemed severable and remain in full force and effect;

18.6. Entire Agreement. This instrument sets forth the entire agreement between the Parties with respect to the Easement Deed and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement Deed, all of which are merged herein;

18.7. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect;

18.8. Joint Obligation. The obligations imposed by this Easement Deed upon Grantor shall be joint and several (in the event that there is more than one Grantor);

18.9. Successors. The covenants, terms, conditions, and restrictions of this Easement Deed shall be binding upon, and inure to the benefit of, the Parties hereto and Grantor's respective personal representatives, heirs, successors, transferees, and assigns, and the Trust's successors, transferees, and assigns, and shall continue as a servitude running in perpetuity with the Property;

18.10. Termination of Rights and Obligations. A Party's rights and obligations under this Easement Deed terminate upon transfer of the Party's interest in the Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer;

18.11. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation;

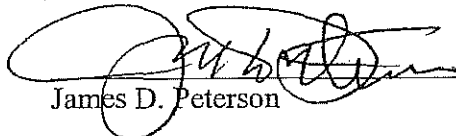
18.12. Counterparts. The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling;


18.13. Merger. Unless the Parties expressly state that they intend a merger of estates or interests to occur, no merger shall be deemed to have occurred hereunder or under any document executed in the future affecting this Easement Deed.

18.14. Development Rights. Grantor hereby grants to the Trust all development rights associated with the Property except as specifically reserved herein for the limited purpose of ensuring that such rights are forever terminated and extinguished, and may not be used by Grantor, the Trust, or any other party.

IN WITNESS WHEREOF, Grantor and the Trust have executed this Deed of Conservation Easement as of the date first written above.

**GRANTOR:**

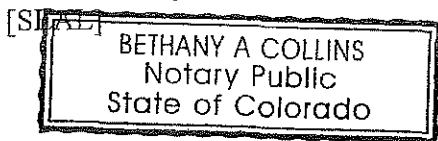
  
James D. Peterson

  
Hensley R. Peterson

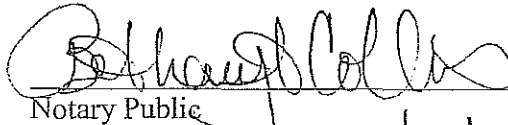
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF GARFIELD    )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of December 2007, by James D. Peterson and Hensley R. Peterson, as Grantor.

WITNESS my hand and official seal.



My Commission Expires November 07, 2011

  
Notary Public  
My commission expires: 11/7/11

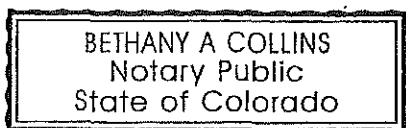
**ACCEPTED by TRUST:**  
ASPEN VALLEY LAND TRUST,  
a Colorado nonprofit corporation;

By:   
Martha Cochran, Executive Director

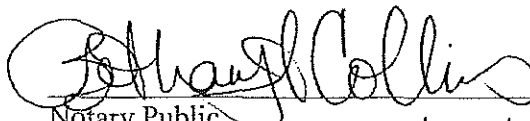
STATE OF COLORADO     )  
  ) ss.  
COUNTY OF GARFIELD    )

The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of December 2007, by Martha Cochran, as Executive Director of ASPEN VALLEY LAND TRUST, a Colorado nonprofit corporation.

WITNESS my hand and official seal.  
[SEAL]



My Commission Expires November 07, 2011

  
Notary Public  
My commission expires: 11/7/11

Reception#: 740028  
12/27/2007 10:39:06 AM Jean Alberico  
18 of 22 Rec Fee:\$111.00 Doc Fee:0.00 GARFIELD COUNTY CO

**EXHIBIT A**  
Legal Description of Property

Our Order No: GW248843

**LEGAL DESCRIPTION**

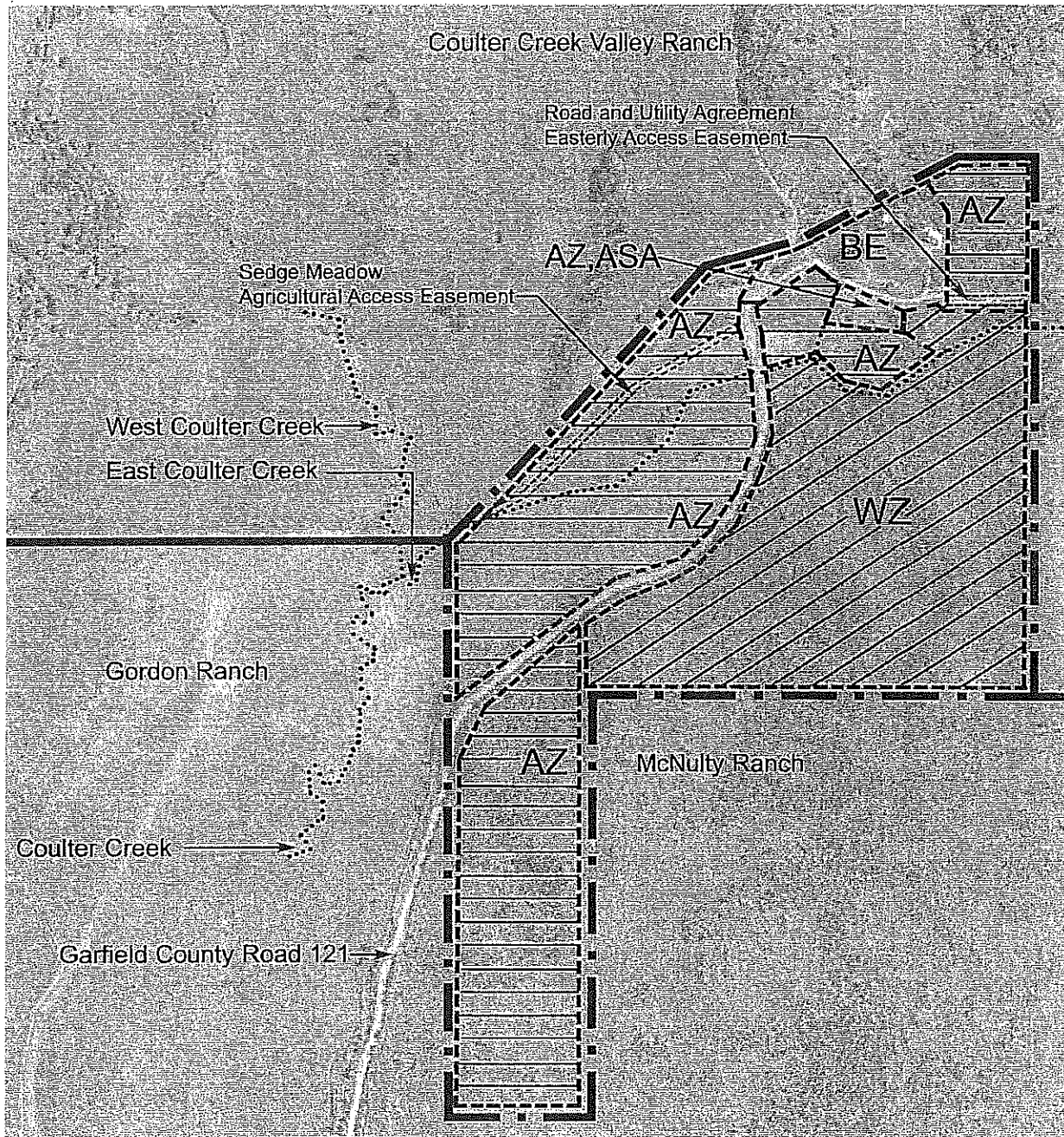
A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 6 SOUTH, RANGE 87 WEST OF THE 6TH P.M., SAID PARCEL BEING PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF A PARCEL OF LAND DESCRIBED IN BOOK 445 AT PAGE 131 OF THE GARFIELD COUNTY CLERK AND RECORDER'S RECORDS LYING SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN A FENCE LINE WHENCE THE N1/4 CORNER OF SAID SECTION 32 BEARS N. 08 DEGREES 08' 21" E. 3959.68 FEET; THENCE ALONG SAID FENCE LINE THE FOLLOWING NINE (9) COURSES: N. 01 DEGREES 31' 21" W. 422.97 FEET; THENCE N. 37 DEGREES 13' 37" E. 507.14 FEET; THENCE N. 11 DEGREES 16' 59" E. 119.87 FEET; THENCE N. 29 DEGREES 49' 20" E. 197.85 FEET; THENCE N. 23 DEGREES 10' 28" E. 219.91 FEET; THENCE N. 88 DEGREES 48' 05" E. 109.21 FEET; THENCE N. 60 DEGREES 55' 30" E. 504.23 FEET; THENCE N. 10 DEGREES 09' 32" E. 67.86 FEET; THENCE N. 57 DEGREES 59' 22" E. 322.99 FEET; THENCE N. 90 DEGREES 00' 00" E. 573 FEET MORE OR LESS TO THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 445 AT PAGE 131

COUNTY OF GARFIELD  
STATE OF COLORADO

## EXHIBIT B: Map of Property and Property Use Zones



■ — James & Hensley Peterson 78 Acres - "The Property"

AZ Agricultural Zone

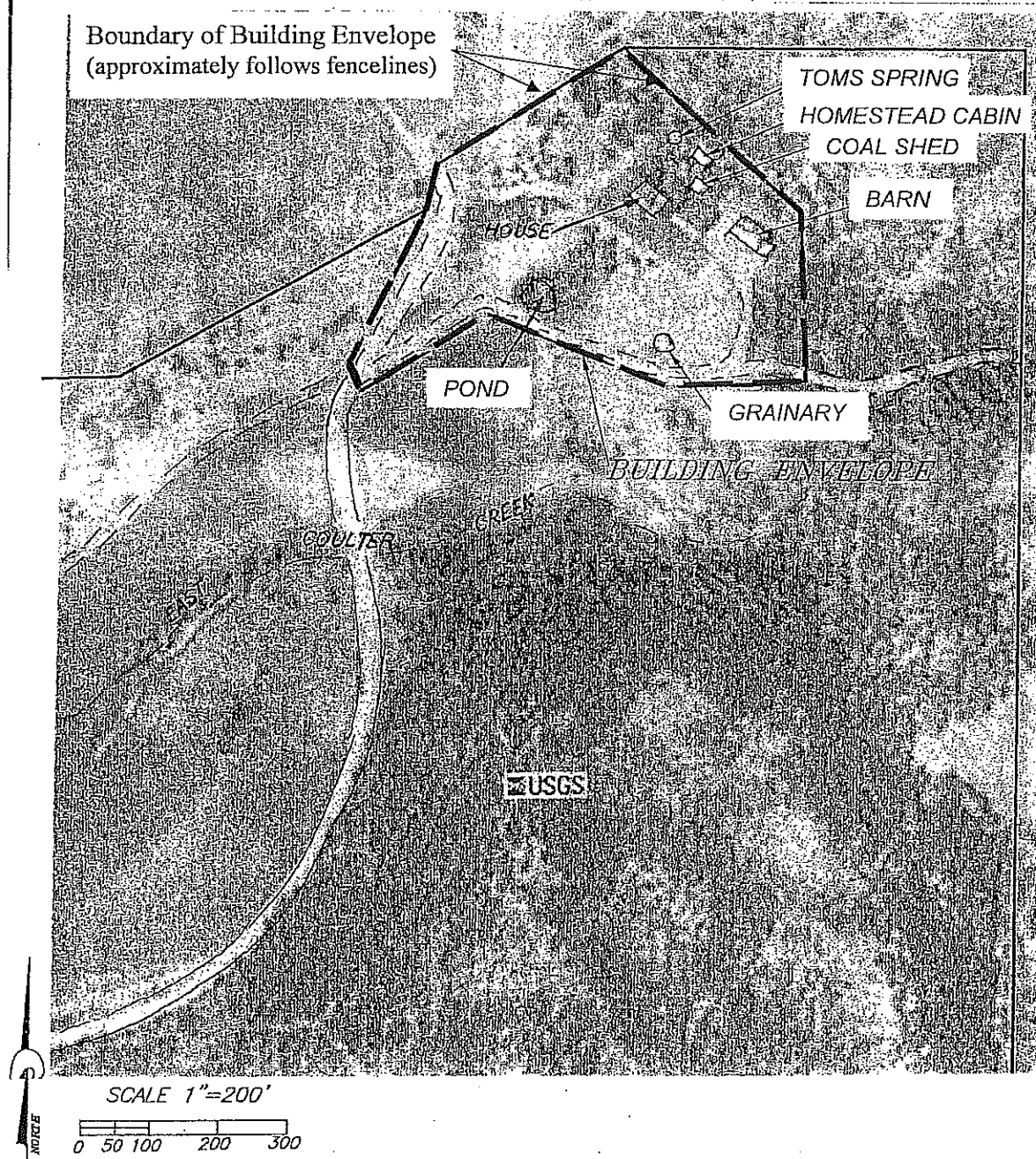
WZ Wildlife Zone

ASA Agricultural Structures Area

BE Building Envelope



**EXHIBIT C: Aerial Photo of Building Envelope**  
**SECTION 32, TOWNSHIP 6 SOUTH,**  
**RANGE 87 WEST, 6TH P.M.**  
**GARFIELD COUNTY, COLORADO.**



**EXHIBIT D: Baseline Documentation Summary**  
*Prepared by Sarah Shaw, December 2007*

The Peterson Ranch is a 78-acre private ranch parcel owned by James and Hensley Peterson, located at the northerly end of Garfield County Road 121 and traversed by East Coulter Creek. Active uses of the property include seasonal livestock grazing and passive recreational activities such as hiking, horseback riding and general ranch maintenance and irrigation work.. Adjacent land uses are similar as the Coulter Creek Valley Ranch LLLP owns additional land contingent to the parcel.

The primary purpose of the conservation easement on the Peterson Ranch is to preserve, in perpetuity, relatively natural habitat for plants and wildlife, agricultural values, and scenic and open space values.

**Wildlife Habitat:** The Property contains significant wildlife habitat with a high diversity of native wildlife species. Except for the proposed building envelope which currently is the site of an historic residence, barn, homestead cabin, and landscaped grounds and pond, the property is undeveloped and undisturbed. The thick, vegetative cover of the oak-mountain shrublands provide cover and an abundance of berries, seeds and other forage for resident, migrating, and wintering animals. The Property contains overall range for elk, mule deer and black bear, migration areas and summer and winter range for mule deer, and severe winter range for elk. Regular sitings of bobcats and occasional sightings of bear and other carnivores indicate that this Property and the surrounding lands are inhabited by a fairly balanced wildlife community.

**Ecological:** The Property possesses significant high quality montane ecosystems including sagebrush shrubland, oak-mountain shrubland, and montane riparian, wetland, and grassland areas. Though the agricultural lands have caused fragmentation of the natural life zones on the Property and throughout the Coulter Creek Valley and the general region, the quality of the habitat still supports a remarkable diversity of native plant and wildlife species. The plant communities found on the Property are in good to excellent condition, evidence of the Peterson's careful stewardship of the land. Islands of diversity such as the tiny stands of spruce, aspen and Douglas fir along the ribbon of riparian habitat that bisects the property are home to a wildlife and vegetative community that represents at least half of the plant and animal species documented in the baseline study. In addition, Property is ecologically significant as part of a potentially larger conservation landscape and its protection represents an important step in encouraging adjacent and nearby landowners to place easements on their ranches in a region of Colorado where ranching is becoming a rarity and open agricultural landscapes are being converted into rural subdivisions.

**Scenic/Open Space Values:** This Property, located at the northerly end of the Coulter Creek Valley, provides considerable open space values. The scenic valley maintains an agricultural land use pattern of expansive ranch land and some low-density residential development at the southerly end on land previously owned by the Laurence family. Much of the valley floor is comprised of three historic ranch compounds and the accompanying pasture land. County Road 121 skirts the eastern flank of the valley, terminating at the entrance to the Peterson Ranch headquarters. The Property is visible to the public from about one-half mile of Garfield County Road 121, and from a parcel of land managed by the Bureau of Land Management (and used primarily by big game hunters), located to the west. Conservation of this Property preserves the ecological integrity and the scenic qualities of a valley in an area where open ranchland is rapidly transitioning to small-acre developments.

**Agricultural values:** Portions of the easement property are seasonally grazed by livestock. Areas include the open meadows adjacent to East Coulter Creek, and approximately twenty acres of the oak shrubland hillside in the southwestern portion of the Property. The grazing is carefully monitored by both the Petersons and the rancher who leases the Property, and is used in a manner that does not impair the conservation values or contribute significantly to soil erosion or weed management issues. Approximately 12 acres of the open meadow pastures along East Coulter Creek are irrigated.

## EXHIBIT E

### Water Rights

The "Water Rights" include, without limitation, all of the Grantor's right, title and interests in any and all water and water rights beneficially used on the Property, and all canals, ditches, laterals, headgates, springs, ponds, reservoirs, water allotments, water shares and stock certificates, contracts, units, wells, and easements and rights of way associated therewith. The "Water Rights" include surface water rights and groundwater rights, whether tributary or nontributary, decreed or undecreed, and specifically Grantor's interest in the following:

0.4 cubic feet per second of water for irrigation from Prior Ditch No. 25 (a.k.a. Small Prior Ditch) located in Garfield County, Colorado in the NW1/4NE1/4SE1/4 of Section 32, Township 6 South, Range 87 West of the 6<sup>th</sup> P.M., Water District 38, Division 5, on Coulter Creek tributary to Cattle Creek, tributary to the Roaring Fork River, priority no.103, as decreed in case no. W3232 on May 11, 1889 with an appropriation date of August 25, 1884;

1.5 cubic feet per second of water for irrigation and domestic use from Toms Spring, located in Garfield County, Colorado in the SE1/4SW1/4NE1/4 of Section 32, Township 6 South, Range 87 West of the 6<sup>th</sup> P.M., Water District 38, Division 5, on Coulter Creek, tributary to Cattle Creek, tributary to the Roaring Fork River; as decreed in court case no. W1898 on December 31, 1973, with an appropriation date of December 31, 1910; and

0.9 acre feet of water for irrigation, recreation, fishery, fire and stock from Teal Pond, located in Garfield County, Colorado in the SE1/4SW1/4NE1/4 of Section 32, Township 6 South, Range 87 West of the 6<sup>th</sup> P.M., Water District 38, Division 5, on Coulter Creek, tributary to Cattle Creek, tributary to the Roaring Fork River, as decreed in case no. 99CW0173 on December 31, 1999 with an appropriation date of September 1, 1975;

EXHIBIT

Exh.  
L

SECTION 32, TOWNSHIP 6 SOUTH,  
RANGE 87 WEST, 6TH P.M.  
GARFIELD COUNTY, COLORADO

One-lane unimproved road shown on Survey Inc. survey dated November 29, 2004, extended northerly. This road provides access through various recorded easements and/or easements rights and is owned by Coulter Creek Valley Ranch, LLP. Ralston and Coulter Creek Valley Ranch, LLP are responsible for the maintenance and repair of the road.

COULTER CREEK VALLEY RANCH, LLP

SURVEYED NORTHERLY PROPERTY LINE  
PETERSON 78 AC. PARCEL

CENTERLINE OF ROAD SHOWN  
AND DESCRIBED BY SURVCO INC.  
IN NOV. 2004

CENTERLINE OF 60' STRIP OF  
LAND DESCRIBED IN BOOK 164 AT  
PAGE 73, DATED JANUARY 5, 1904

RALSTON R-O-W

USGS

60' CONNECTOR R-O-W

RALSTON  
CABINPETERSON  
RANCH  
HOUSE

USGS

APPROXIMATE LOCATION OF HOLY CROSS ELECTRIC LINE

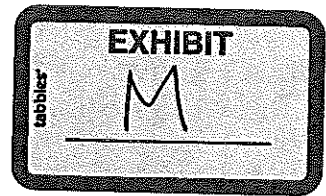
Surveyed center line of the existing improved County Road 121 extending northerly from the point where it crosses the westerly line of the Peterson 78 acre parcel to the northerly property line of Peterson 78 acre parcel which is also the centerline of the proposed 60' wide easement R-O-W to be conveyed to Garfield County upon vacation of the 1904 Ralston R-O-W.

SCHMUESER GORDON MEYER, INC.  
118 W. 6TH STREET, SUITE 200  
GLENWOOD SPRINGS, COLORADO 81601  
(970) 945-1004 FAX (970) 945-5948  
ASPEN, COLORADO (970) 925-6727  
CRESTED BUTTE, CO (970) 349-5355

PETERSON  
1904 RALSTON ROW TO GARCO

Job No. 2006-49 Date: OCT 2006 Drawn by: KW File: PETERSON-EN

SCHMUESER | GORDON | MEYER  
ENGINEERS | SURVEYORS



April 16, 2009

Fred Jarman  
Garfield County Building & Planning  
108 8th Street, Suite 401  
Glenwood Springs, CO 81601

**RE: Peterson - Request for Vacation of 1904 Ralston Right of Way**

Dear Fred:

I have reviewed the proposal from Mr. James Peterson regarding the vacation of the 1904 Ralston right of way which crosses his property. Vacation of the right of way will not affect access to the property by emergency vehicles. Emergency access is currently is adequate via the existing County Road 121.

Please contact me if you have any questions or if I can be of any assistance.

Sincerely,

Bill Gavette  
Deputy Chief

cc: James Peterson

## MEMORANDUM

### REQUEST

Vacate a portion of County Road Right-of-Way for  
CR 121 (Coulter Creek Road)

### APPLICANT

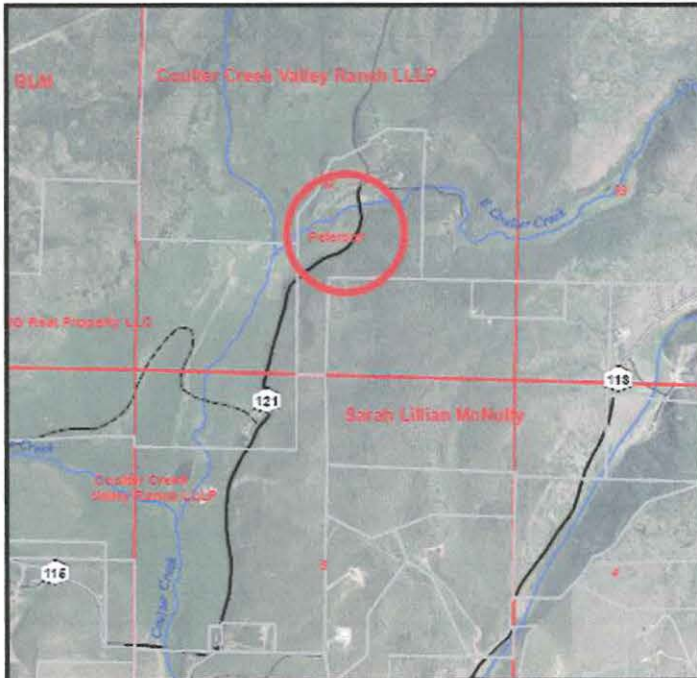
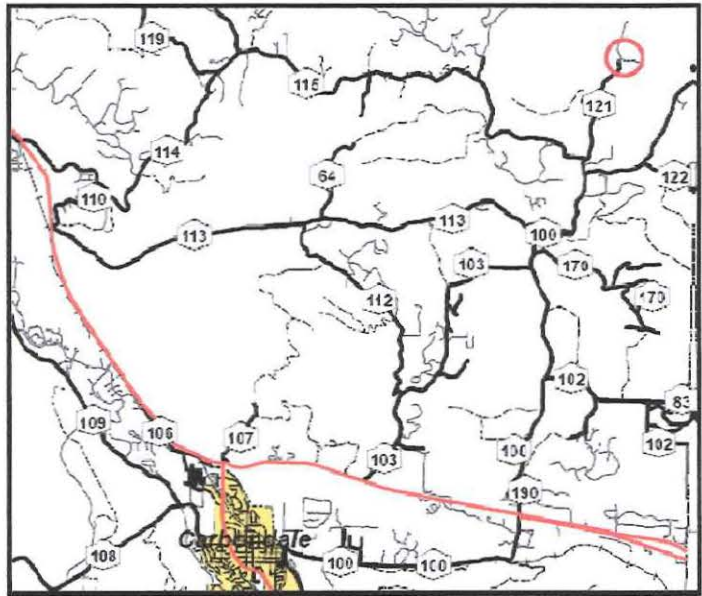
James and Hensley Peterson

### LOCATION

North of Highway 82 in Section 32, Township 6  
South, Range 87 West of the 6<sup>th</sup> P.M.

### I. REQUEST

An application was submitted requesting the Board of County Commissioners vacate a portion of the right-of-way dedicated for CR 121 (Coulter Creek Road). The right-of-way was deeded to the County in 1904, however the physical roadway was not constructed within the described right-of-way. The map to the right provides the general location of the area in the southeast portion of the County.



The GIS aerial photo to the left indicates the specific area requested to be vacated.

## II. REFERRAL REQUIREMENTS

Section 4-4<sup>110</sup> of the Unified Land Use Resolution of 2008, as amended provides the requirements and process for vacating rights-of-way. Once an application is technically complete a Board of County Commissioner Public Meeting is scheduled to determine the federal, state and local agencies that will be requested to review and comment on the request. The following list of agencies is provided with staff recommendations regarding referral:

- |   |     |
|---|-----|
| • County Manager  | YES |
| • County Attorney   | YES |
| • County Road and Bridge Department   | YES |
| • County Sheriff  | YES |
| • County Surveyor   | YES |
| • County Engineer   | YES |
| • Any Municipality within 2 miles of the proposed road vacation             | N/A |
| • Colorado Division of Wildlife   | YES |
| • Bureau of Land Management   | YES |
| • U.S. Forest Service   | YES |
| • Colorado Department of Transportation                                     | N/A |
| • Fire District   | YES |
| • Other Agencies/Departments recommended by the Building and Planning Dept. |     |
| ◦ Aspen Valley Land Trust   | YES |

## III. HEARING DATES

Section 4-4<sup>110</sup> also requires the Board set a hearing date for Planning Commission review of the application. The next available date on the Planning Commission agenda is December 9, 2009.

*looking access to public lands.*

*TH. referrals / PC hearing 12/9 2009*

*2-0*

*BLM/grazing  
FS*

*consolidated reservoir.  
dutch companies.  
utilities. mineral owners*



## Land Title Guarantee Company

CUSTOMER DISTRIBUTION

Date: 05-27-2010

Our Order Number: GW63005513

Property Address:  
CARBONDALE, CO 81623

*If you have any inquiries or require further assistance, please contact one of the numbers below:*

For Title Assistance:  
Glenwood Springs "GW" Unit  
Tom Schuneman  
1317 GRAND AVE #200  
GLENWOOD SPRINGS, CO 81601  
Phone: 970-945-2610  
Fax: 970-945-4784  
Email: [tschuneman@ltgc.com](mailto:tschuneman@ltgc.com)

JAMES PETERSON  
P.O. BOX 1714  
ASPEN, CO. 81612  
Copies: 1  
Email: [peterston@msn.com](mailto:peterston@msn.com)  
Sent Via Email

DEBORAH QUINN  
Email: [dquinn@garfield-county.com](mailto:dquinn@garfield-county.com)  
Sent Via Email

KATHY EASTLEY  
Copies: 1  
Email: [keastley@garfield-county.com](mailto:keastley@garfield-county.com)  
Sent Via Email

ASPEN VALLEY LAND TRUST  
320 MAIN ST  
CARBONDALE, CO 81623  
Phone: 970-963-8438  
Fax: 970-963-8441  
Email: [suzanne@avlt.org](mailto:suzanne@avlt.org)  
Sent Via Email

HOLLAND & HART  
555 17TH ST #3200  
DENVER, CO 80202  
Attn: BEAT STEINER  
Phone: 303-295-8000  
Fax: 303-295-8261  
Email: [bsteiner@hollandhart.com](mailto:bsteiner@hollandhart.com)  
Sent Via Email

BALCOMB & GREEN  
PO DRAWER 790  
818 COLORADO AVE  
GLENWOOD SPRINGS, CO 81602  
Attn: TIM THULSON  
Phone: 970-945-6546  
Fax: 970-945-9769  
Copies: 1  
Email: [tim@balcombgreen.com](mailto:tim@balcombgreen.com)  
Sent Via Email



## Land Title Guarantee Company

Date: 05-27-2010

Our Order Number: GW63005513

**Property Address:**

CARBONDALE, CO 81623

**Buyer/Borrower:**

BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY COLORADO

**Seller/Owner:**

JAMES D. PETERSON AND HENSLEY R. PETERSON

Need a map or directions for your upcoming closing? Check out Land Title's web site at [www.ltgc.com](http://www.ltgc.com) for directions to any of our 54 office locations.

### ESTIMATE OF TITLE FEES

TBD Commitment	\$194.00
Other Title Income 2 HRS@ 150.00	\$300.00

*If Land Title Guarantee Company will be closing this transaction, above fees will be collected at that time.*

**TOTAL**

**\$494.00**



# LAND TITLE GUARANTEE COMPANY

**INVOICE NO. GWS-3061**

ASPEN VALLEY LAND TRUST  
PO BOX 1714  
ASPEN, CO 81612

Owner: JAMES D. PETERSON AND HENSLEY R. PETERSON

Address: CARBONDALE, CO 81623

Invoice Date: May 27, 2010  
Order No. GW63005513

- Invoice Amount Due -
TBD Commitment

Due and payable upon receipt.

For Remittance please refer to Invoice No. GWS-3061

Please make checks payable to:  
Land Title Guarantee Company  
5975 Greenwood Plaza Blvd. Suite 125  
Greenwood Village, CO 80111-4701

# LAND TITLE GUARANTEE COMPANY

## INVOICE

Owner: JAMES D. PETERSON AND HENSLEY R. PETERSON

Property Address: CARBONDALE, CO 81623

**Your Reference No.:**

When referring to this order, please reference our Order No. GW63005513

May 27, 2010

- CHARGES -	
TBD Commitment	\$194.00
Other Title Income 2 HRS@ 150.00	\$300.00
--Total--	\$494.00

Please make checks payable to:  
Land Title Guarantee Company  
5975 Greenwood Plaza Blvd. Suite 125  
Greenwood Village, CO 80111-4701

Old Republic National Title Insurance Company

ALTA COMMITMENT

Our Order No. GW63005513

Schedule A

Cust. Ref.:

Property Address:

CARBONDALE, CO 81623

1. Effective Date: May 07, 2010 at 5:00 P.M.

2. Policy to be Issued, and Proposed Insured:

"TBD" Commitment

\$0.00

Proposed Insured:

BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY COLORADO

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

A Fee Simple

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

JAMES D. PETERSON AND HENSLEY R. PETERSON

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

SEE ATTACHED PAGE(S) FOR LEGAL DESCRIPTION

**LEGAL DESCRIPTION**

A ROAD RIGHT-OF-WAY SITUATE IN SECTION 32, TOWNSHIP 6 SOUTH, RANGE 87 WEST OF THE 6TH PRINCIPAL MERIDIAN, GARFIELD COUNTY, COLORADO BEING 60 FEET IN WIDTH AND LYING 30 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

(BEARINGS AS RECITED IN THIS DESCRIPTION ARE GPS OBSERVED COLORADO STATE PLANE GRID BEARINGS {ROTATE DESCRIBED BEARINGS 1 DEGREES 01'48" COUNTERCLOCKWISE TO GET TRUE (GEODETIC) BEARINGS} RECITED DISTANCES ARE GROUND DISTANCES)

BEGINNING AT A POINT ON THE NORTHERLY PROPERTY LINE OF THE 78 ACRE PARCEL OWNED BY JAMES D. AND HENSLEY R. PETERSON IN SAID IN SECTION 32, SAID POINT OF BEGINNING HAVING A COLORADO STATE PLANE (CENTRAL ZONE-NAD 83) COORDINATE OF NORTH 1608032.66 EAST 2539657.19" LAT. N. 39 DEGREES 29'29.31905 LONG.

W. 107 DEGREES 07'52.48025" (WGS 84-1992); THENCE ALONG THE CENTER OF SAID ROAD RIGHT-OF-WAY 131.10 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 123.73 FEET, A CENTRAL ANGLE OF 60 DEGREES 42'36", AND SUBTENDING A CHORD BEARING S. 02 DEGREES 00'26" W. 125.05 FEET; THENCE S. 32 DEGREES 21'44" W.

224.63 FEET:

THENCE 93.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 122.00 FEET, A CENTRAL ANGLE OF 43 DEGREES 48'52", AND SUBTENDING A CHORD BEARING S. 10 DEGREES 27'18" W. 91.03 FEET; THENCE, S. 11 DEGREES 27'08" E.

235.29 FEET; THENCE 190.60 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 354.69 FEET, A CENTRAL ANGLE OF 30 DEGREES 47'22", AND SUBTENDING A CHORD BEARING S. 03 DEGREES 56'33" W. 188.32 FEET; THENCE, S. 19 DEGREES 20'14" W. 94.90 FEET; THENCE 473.97 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 503.02 FEET, A CENTRAL ANGLE OF 53 DEGREES 59'14", AND SUBTENDING A CHORD BEARING S. 46 DEGREES 19'51" W. 456.63 FEET; THENCE, S. 73 DEGREES 19'28" W. 48.53 FEET; THENCE 169.41 FEET ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 444.25 FEET, A CENTRAL ANGLE OF 21 DEGREES 50'59", AND SUBTENDING A CHORD BEARING S. 62 DEGREES 23'58" W. 168.39 FEET; THENCE, S. 51 DEGREES 28'29" W. 408.86 FEET MORE OR LESS TO THE WEST LINE OF GOVERNMENT LOT 1 OF SAID SECTION 32, THE POINT OF ENDING.

THE SIDELINES OF THE ABOVE DESCRIBED RIGHT-OF-WAY TO BE LENGTHENED OF SHORTENED ON THE WESTERLY END TO TERMINATE ON SAID WEST LINE OF GOVERNMENT LOT 1 AND ON THE NORTHERLY END TO TERMINATE ON THE NORTHERLY LINE OF THE PETERSON 78 ACRE PARCEL.

TOGETHER WITH A ROAD RIGHT OF WAY DESCRIBED AS: A STRIP OF LAND BEING 60 FEET IN WIDTH LYING SOUTHERLY OF, ADJACENT TO, AND PARALLEL WITH THE NORTHERLY LINE OF THAT 78 ACRE PARCEL OF LAND OWNED BY JAMES D. AND HENSLEY R. PERTERSON IN SECTION 32, TOWNSHIP 6 SOUTH, RANGE 87 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF GARFIELD, STATE OF COLORADO, EXTENDING FROM THE EASTERLY R-O-W LINE OF THAT 1904 RALSTON R-O-W TO THE EASTERLY R-O-W LINE OF THE 60' R-O-W GRANTED BY THE PETERSON'S TO GARFIELD COUNTY.

COUNTY OF GARFIELD  
STATE OF COLORADO

ALTA COMMITMENT

Schedule B-1

(Requirements)

Our Order No. GW63005513

The following are the requirements to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

NOTE: ADDITIONAL REQUIREMENTS OR EXCEPTIONS MAY BE NECESSARY WHEN THE BUYERS NAMES ARE ADDED TO THIS COMMITMENT. COVERAGES AND/OR CHARGES REFLECTED HEREIN, IF ANY, ARE SUBJECT TO CHANGE UPON RECEIPT OF THE CONTRACT TO BUY AND SELL REAL ESTATE AND ANY AMENDMENTS THERETO.

1. RECORDATION OF AN AMENDMENT TO ROAD EASEMENT AGREEMENTS BY AND BETWEEN COULTER CREEK VALLEY RANCH LLLP AND JAMES D. PETERSON AND HENSLEY R. PETERSON AMENDING AGREEMENTS RECORDED DECEMBER 7, 2007 UNDER RECEPTION NO. 738843, 738844 AND 738845.
2. RECORDATION OF FIRST AMENDMENT TO DEED OF CONSERVATION EASEMENT IN GROSS.
3. RECORDATION OF AMENDMENT TO ROAD EASEMENT AGREEMENT BY AND BETWEEN COULTER CREEK VALLEY RANCH, LLLP AND JAMES D. PETERSON AND HENSLEY R. PETERSON AND CRYSTAL RIVER RANCH CO. LLP.
4. RECORDATION OF GARFIELD COUNTY RESOLUTION VACATING RIGHT OF WAY.
5. GOOD AND SUFFICIENT DEED FROM JAMES D. PETERSON AND HENSLEY R. PETERSON TO BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY COLORADO CONVEYING RELOCATED ROAD RIGHT OF WAY.
6. GOOD AND SUFFICIENT DEED FROM JAMES D. PETERSON AND HENSLEY R. PETERSON TO BOARD OF COUNTY COMMISSIONERS OF GARFIELD COUNTY COLORADO CONVEYING CONNECTOR RIGHT OF WAY.

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. GW63005513

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

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
7. Any unpaid taxes or assessments against said land.
8. Liens for unpaid water and sewer charges, if any.
9. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 29, 1910, IN BOOK 71 AT PAGE 410.
10. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 29, 1910, IN BOOK 71 AT PAGE 410.
11. A STRIP OF LAND DEEDED TO THE BOARD OF COUNTY COMMISSIONERS AS DESCRIBED IN DEED RECORDED JANUARY 5, 1905 IN BOOK 64 AT PAGE 73.
12. TERMS, CONDITIONS AND PROVISIONS OF ROAD VIEWERS REPORT RECORDED JULY 27, 1904 IN BOOK ROAD RECORD 1 AT PAGE 131.
13. RESERVATION OF A PERPETUAL EASEMENT OR RIGHT OF WAY FOR A ROAD AS DESCRIBED IN DEED RECORDED FEBRUARY 21, 1952 IN BOOK 263 AT PAGE 206.
14. TERMS, CONDITIONS AND PROVISIONS OF DEED RECORDED MAY 24, 1966 IN BOOK 376

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. GW63005513

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

AT PAGE 343.

15. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 20, 1995 IN BOOK 934 AT PAGE 735.
16. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 20, 1995 IN BOOK 934 AT PAGE 757.
17. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED SEPTEMBER 09, 2005 IN BOOK 1725 AT PAGE 96 AND AMENDEMENT TO ROAD EASEMENT AGREEMENT RECORDED \_\_\_\_\_ UNDER RECEPTION NO. \_\_\_\_\_

NOTE: UPON RECORDATION OF ITEMS IN SCHEDULE B1 ABOVE WILL BE SUBORDINATE TO THE INTEREST OF GARFIELD COUNTY.

18. TERMS, CONDITIONS AND PROVISIONS OF ROAD AND UTILITY EASEMENT AGREEMENT RECORDED DECEMBER 07, 2007 AT RECEPTION NO. 738843.

NOTE: UPON RECORDATION OF ITEMS IN SCHEDULE B1 THE ABOVE WILL NOT AFFECT THE SUBJECT PROPERTY

19. TERMS, CONDITIONS AND PROVISIONS OF ROAD AND UTILITY EASEMENT AGREEMENT RECORDED DECEMBER 07, 2007 AT RECEPTION NO. 738844.

NOTE: UPON RECORDATION OF ITEMS IN SCHEDULE B1 THE ABOVE WILL NOT AFFECT THE SUBJECT PROPERTY

20. TERMS, CONDITIONS AND PROVISIONS OF AGRICULTURAL EASEMENT AGREEMENT RECORDED DECEMBER 07, 2007 AT RECEPTION NO. 738845.

NOTE: UPON RECORDATION OF THE ITEMS IN SCHEDULE B1 THE ABOVE WILL NOT AFFECT THE SUBJECT PROPERTY.

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. GW63005513

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

21. TERMS, CONDITIONS AND PROVISIONS OF DEED OF CONSERVATION EASEMENT RECORDED  
DECEMBER 27, 2007 AT RECEPTION NO. 740028 AND FIRST AMENDMENT TO DEED OF  
CONSERVATION IN GROSS RECORDED \_\_\_\_\_ UNDER RECEPTION NO. \_\_\_\_\_  
\_\_\_\_\_.

NOTE: UPON RECORDATION OF THE ITEMS IN SCHEDULE B1 THE ABOVE WILL BE  
SUBORDINATE TO THE INTEREST OF GARFIELD COUNTY IN THE SUBJECT PROPERTY.

LAND TITLE GUARANTEE COMPANY and LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION

DISCLOSURE STATEMENTS

Note: Pursuant to CRS 10-11-122, notice is hereby given that:

- A) The subject real property may be located in a special taxing district.
- B) A Certificate of Taxes Due listing each taxing jurisdiction may be obtained from the County Treasurer's authorized agent.
- C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note: Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

Note: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

Note: Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

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

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

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

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

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

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.

JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY, LAND TITLE GUARANTEE COMPANY - GRAND JUNCTION,  
LAND TITLE INSURANCE CORPORATION AND OLD REPUBLIC NATIONAL TITLE INSURANCE  
COMPANY

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- \* applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- \* your transactions with, or from the services being performed by, us, our affiliates, or others;
- \* a consumer reporting agency, if such information is provided to us in connection with your transaction; and
- \* the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- \* We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- \* We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- \* Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- \* We regularly access security standards and procedures to protect against unauthorized access to Personal Information.

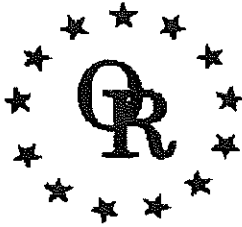
**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

# Commitment to Insure

ALTA Commitment - 1970 Rev.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Minnesota corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedule A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

## CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.

2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure of the proposed Insured to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.

3. Liability of the company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed, for in favor of the proposed Insured which are hereby incorporated by reference and made a part of this Commitment except as expressly modified herein.

4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

## STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A, to be valid when countersigned by a validating officer or other authorized signatory.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

A Stock Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401  
(612) 371-1111

Authorized Signature



David Wald

**ACCEPTED by TRUST:**

ASPEN VALLEY LAND TRUST,  
a Colorado nonprofit corporation,

By: Martha Cochran  
Martha Cochran, Executive Director

STATE OF COLORADO   )  
  ) ss.  
COUNTY OF GARFIELD   )

The foregoing instrument was acknowledged before me this 31<sup>st</sup> day of March, 2010, by Martha Cochran, Executive Director of ASPEN VALLEY LAND TRUST, a Colorado nonprofit corporation.

WITNESS my hand and official seal.  
[SEAL]

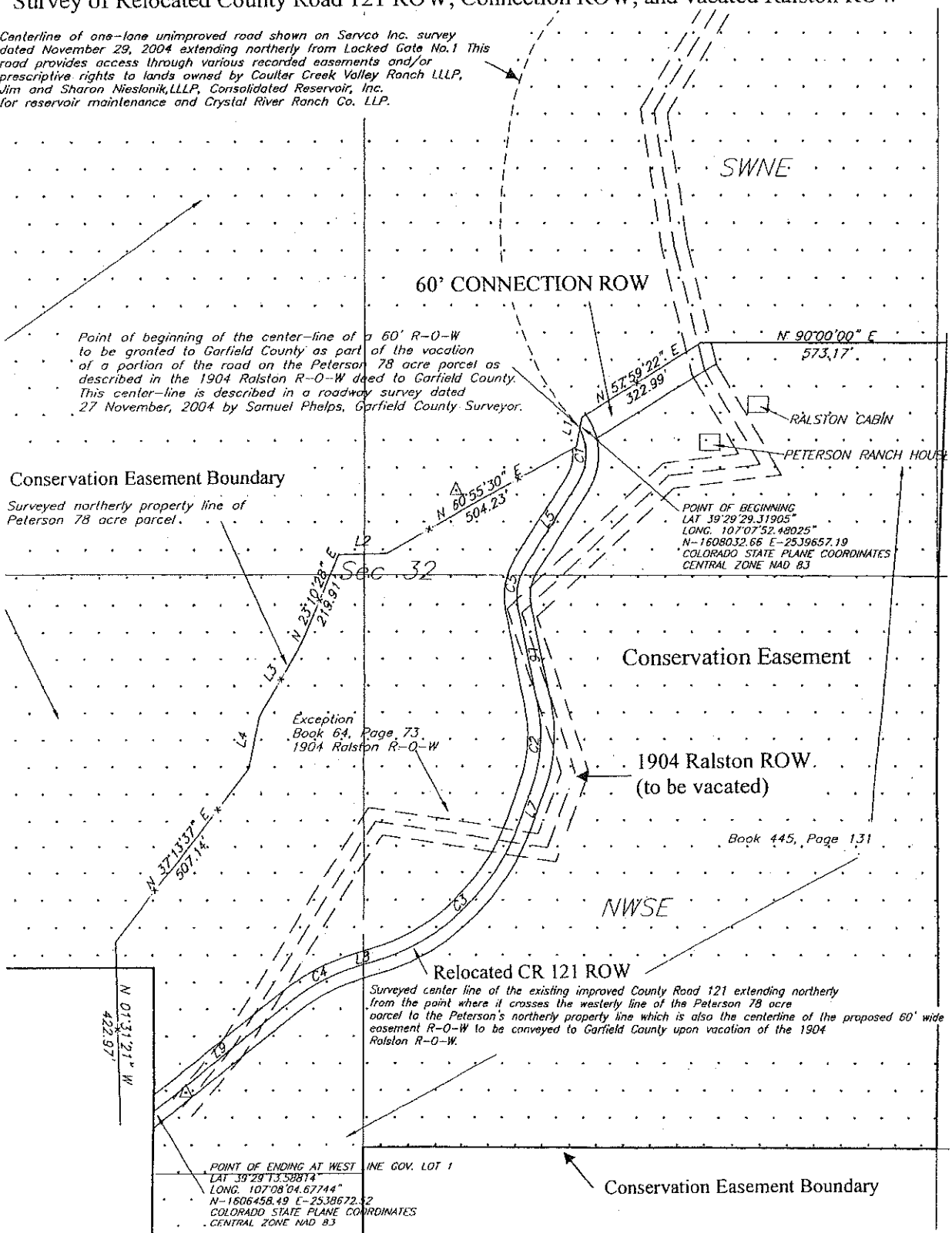


Suzanne Stephens  
Notary Public  
My commission expires: 8/12/10

## EXHIBIT F

### Survey of Relocated County Road 121 ROW, Connection ROW, and vacated Ralston ROW

Centerline of one-lane unimproved road shown on Servco Inc. survey dated November 29, 2004 extending northerly from Locked Gate No.1 This road provides access through various recorded easements and/or prescriptive rights to lands owned by Coulter Creek Valley Ranch LLLP, Jim and Sharon Nieslonik, LLLP, Consolidated Reservoir, Inc. for reservoir maintenance and Crystal River Ranch Co. LLP.



Recd  
10-29-03

SILVER & DeBOSKEY

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

THE SMITH MANSION

1801 YORK STREET

DENVER, COLORADO 80206

CHRISTOPHER G. BAUMGARTNER  
MARTIN D. BEIER  
GARY B. BLUM  
JESSICA J. EKLUND  
STEVEN W. KELLY  
ROBERT R. MARSH  
BRIAN T. MOORE  
JAMES W. OWENS JR.  
JOE L. SILVER

TELEPHONE 303-399-3000

FACSIMILE 303-399-2650

SPECIAL COUNSEL:  
PATTI H. MARKS

October 27, 2003

Thomas J. Todd, Esq.  
J. Kevin Bridston, Esq.  
Holland & Hart, LLP  
555 17<sup>th</sup> Street, Suite 3200  
Denver, Colorado 80201

Don K. DeFord, Esq.  
Garfield County Attorney's Office  
108 8<sup>th</sup> Street, Suite 219  
Glenwood Springs, Colorado 81601

Re: The Estate of Rufus Merrill Laurence, Jr. v.  
Coulter Creek Valley Ranch, Ltd., et al.  
Garfield County District Court, Case No. 2003CV4


Gentlemen:

Enclosed for your signatures is the Stipulated Modified Case Management Order regarding the above-referenced matter. Please execute the signature page and return same to this office. I will provide your offices with a fully executed copy of the document in counterparts.

Very truly yours,

SILVER & DeBOSKEY,  
A Professional Corporation

By:

  
James W. Owens, Jr.

JWO/lla  
Enclosures

93821.1

DISTRICT COURT, COUNTY OF GARFIELD,  
STATE OF COLORADO  
Court Address: 109-8th Street, Suite 104  
Glenwood Springs, Colorado 81601

**Plaintiff:** THE ESTATE OF RUFUS MERRILL LAURENCE, JR.

v.

**Defendants:** COULTER CREEK VALLEY RANCH, LTD.;  
JAMES D. PETERSON; HEATHER M. PETERSON; JAMES V.  
QUIGLEY; DANIEL P. QUIGLEY; PAT B. CORYELL;  
ADELINE CORYELL; THE BOARD OF COUNTY  
COMMISSIONERS FOR GARFIELD COUNTY, COLORADO;  
THE PUBLIC TRUSTEE OF GARFIELD COUNTY,  
COLORADO and ALL UNKNOWN PERSONS WHO CLAIM  
ANY INTEREST IN THE SUBJECT MATTER OF THIS ACTION

**COURT USE ONLY**

Case No: 03 CV 004

**ATTORNEYS FOR PLAINTIFF:**

Joe L. Silver, (#8473)  
James W. Owens, Jr., (#24725)  
Silver & DeBoskey,  
A Professional Corporation  
1801 York Street  
Denver, Colorado 80206  
(303) 399-3000

**ATTORNEYS FOR GARFIELD COUNTY:**

Don K. DeFord (#6672)  
108 8<sup>th</sup> Street, Suite 219  
Glenwood Springs, Colorado 81601  
(970) 945-9150

**ATTORNEYS FOR COULTER CREEK  
AND JAMES PETERSON:**

Thomas J. Todd (#16289)  
J. Kevin Bridston (#17739)  
555 Seventeenth Street, Suite 3200,  
P.O. Box 8749  
Denver, Colorado 80201-8749  
(303) 295-8104

**STIPULATED MODIFIED CASE MANAGEMENT ORDER**

Pursuant to Colo. R. Civ. P. 16(c)(1), Plaintiff The Estate of Rufus Merrill Laurence, Jr., by its attorneys, Silver & DeBoskey, a Professional Corporation, Defendants Board of County Commissioners and Garfield County Public Trustee, by and through the Garfield County Attorney Don K. DeFord, and Defendants Coulter Creek Valley Ranch, Ltd. and James D. Peterson, by and through their attorneys Holland & Hart, L.L.P., file their Stipulated Modified Case Management Order as follows:

**Presumptive Case Management Order:**

1. With the exception of the matters identified in paragraph 2 below, the parties agree that the presumptive Case Management Order as detailed in C.R.C.P. 16(b) shall control the course of this action, and agree that those deadlines are as follows:

A. Pursuant to C.R.C.P. 16(b)(8), any motions to join additional parties or amend the pleadings shall be filed no later than December 22, 2003.

B. Pursuant to C.R.C.P. 16(b)(10), discovery may commence 45 days after the case is at issue, i.e. discovery may commence on or after October 7, 2003.

C. Pursuant to C.R.C.P. 16(b)(10), the deadline for completion of all discovery shall be no later than 50 days before trial, or March 30, 2004.

D. Pursuant to C.R.C.P. 26(a)(2), Expert Disclosures shall be filed as follows:

- 1) Plaintiff's expert disclosures shall be filed on or before 120 days before trial, or January 20, 2004.
- 2) Defendants' expert disclosures shall be filed on or before 90 days before trial, or February 19, 2004.
- 3) Rebuttal expert disclosures shall be filed on or before 70 days before trial, or March 10, 2004.

E. Pursuant to C.R.C.P. 56, the parties shall file motions for summary judgment no later than 75 days before trial, or March 5, 2004.

F. Pursuant to C.R.C.P. 16(f)(2)(B), the parties shall exchange draft lists of witnesses and exhibits 40 days before trial, or April 9, 2004.

G. Pursuant to C.R.C.P. 16(b)(9), any pretrial motions, except motions pursuant C.R.C.P. 56, shall be filed 35 days before trial, or April 14, 2004.

H. Pursuant to C.R.C.P. 16(f), the parties shall file their Trial Management Order 30 days before trial, or April 19, 2004.

I. Pursuant to C.R.C.P. 16(F)(3)(vi)(D), deposition testimony shall be designated 25 days before trial, or April 26, 2004; responsive deposition testimony shall be designated 10 days before trial, or May 7, 2004; reply deposition testimony shall be

designated 5 days before trial, or May 12, 2004; and copies of designated deposition testimony shall be filed with the Court 3 days before trial, or May 14, 2004.

J. Trial Setting: trial in this matter has been set to commence on May 19, 2004. The trial as to all issues present in the case shall be to the Court, and shall be for three days. The parties acknowledge their duty to promptly notify the Court in writing if the anticipated length of the trial in this matter changes.

**Presumptive Limitations on Non-Expert Depositions Pursuant to C.R.C.P. 16(b)(10) and 26(b)(2)(A):**

2. The parties agree that the relevant evidence in this case will likely include the current and past existence, maintenance, use and status of the road at issue. The C.R.C.P. 26(a)(1) disclosures filed by the parties identify a number of persons who may have knowledge about these issues. Therefore, good cause exists, and the parties agree, to expand the number of depositions permitted by C.R.C.P. 16(b)(10) and 26(b)(2)(A) so that the parties will collectively be allowed to take 20 non-expert depositions between them. The parties agree to cooperate among themselves as to how many of the 20 depositions each of them will be permitted to take. It is the current belief of the parties that several of the anticipated depositions can be and will be taken in less than one day.

A proposed order is attached.

Respectfully submitted this \_\_\_\_ day of October, 2003.

SILVER & DeBOSKEY  
A Professional Corporation

By: \_\_\_\_\_

Joe L. Silver, #8473  
James W. Owens, Jr., #24725

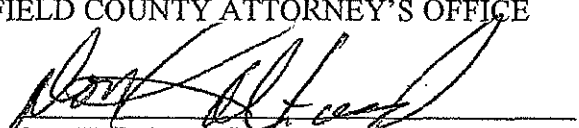
HOLLAND & HART, LLP

By: \_\_\_\_\_

Thomas J. Todd, #16289  
J. Kevin Bridston, #17739

GARFIELD COUNTY ATTORNEY'S OFFICE

By: \_\_\_\_\_

  
Don K. DeFord, #6672

*In accordance with C.R.C.P. 121 §1-26(9) a printed copy of this document with original signatures is being maintained by the filing party and will be made available for inspection by other parties or the court upon request.*  
93609.1

**SILVER & DEBOSKEY**

A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW

THE SMITH MANSION  
1801 YORK STREET  
DENVER, COLORADO 80206  
(303) 399-3000

**FACSIMILE COVER SHEET**

Facsimile No.: (303) 399-2650

\*\*\*\*\*

This facsimile transmission (including the documents accompanying it) may contain confidential information protected by the attorney-client privilege or otherwise privileged and exempt from disclosure and is intended only for the use of the individual or entity named below. If you are not the intended recipient, you are hereby notified that any dissemination, disclosure, copying or the taking of any action in reliance upon the content of this information is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone (collect) to arrange for the return of the documents.

If there is a problem with this transmission, please call Linda Andolsek at (303) 399-3000.

\*\*\*\*\*

**DATE:** October 22, 2003

		<b>Fax Number</b>	<b>Telephone Number</b>
<b>TO:</b>	Don K. DeFord, Esq.	970/384-5005	970/945-9150
	J. Kevin Bridston, Esq.	303/295-8261	303/295-8104
	Thomas J. Todd, Esq.		

**FROM:** James W. Owens, Jr., Esq.

**NO. OF PAGES (including this one):**

**RE:** The Estate of Rufus Merrill Laurence, Jr. v. Coulter Creek Valley Ranch, Ltd., et al.

**MESSAGE:** Per our telephone conference on October 16, 2003, here is the Stipulated Modified Case Management Order for your review. Once the Order has been approved, we will e-file it with the Court and circulate a final version for your signatures. Please provide me with your comments and/or approval as soon as possible, as the Order must be filed on or before October 24, 2003.

Original documents will:  
☐ follow by regular mail.  
☐ follow by Federal Express.  
☒ not be sent.

<p>DISTRICT COURT, COUNTY OF GARFIELD, STATE OF COLORADO Court Address: 109-8th Street, Suite 104 Glenwood Springs, Colorado 81601</p>	<p><b>COURT USE ONLY</b></p>
<p><b>Plaintiff:</b> THE ESTATE OF RUFUS MERRILL LAURENCE, JR.</p> <p>v.</p> <p><b>Defendants:</b> COULTER CREEK VALLEY RANCH, LTD.; JAMES D. PETERSON; HEATHER M. PETERSON; JAMES V. QUIGLEY; DANIEL P. QUIGLEY; PAT B. CORYELL; ADELINE CORYELL; THE BOARD OF COUNTY COMMISSIONERS FOR GARFIELD COUNTY, COLORADO; THE PUBLIC TRUSTEE OF GARFIELD COUNTY, COLORADO and ALL UNKNOWN PERSONS WHO CLAIM ANY INTEREST IN THE SUBJECT MATTER OF THIS ACTION</p>	
<p><b>ATTORNEYS FOR PLAINTIFF:</b> Joe L. Silver, (#8473) James W. Owens, Jr., (#24725) Silver &amp; DeBoskey, A Professional Corporation 1801 York Street Denver, Colorado 80206 (303) 399-3000</p> <p><b>ATTORNEYS FOR GARFIELD COUNTY:</b> Don K. DeFord (#6672) 108 8<sup>th</sup> Street, Suite 219 Glenwood Springs, Colorado 81601 (970) 945-9150</p> <p><b>ATTORNEYS FOR COULTER CREEK AND JAMES PETERSON:</b> Thomas J. Todd (#16289) J. Kevin Bridston (#17739) 555 Seventeenth Street, Suite 3200, P.O. Box 8749 Denver, Colorado 80201-8749 (303) 295-8104</p>	
<p><b>STIPULATED MODIFIED CASE MANAGEMENT ORDER</b></p>	

Pursuant to Colo. R. Civ. P. 16(c)(1), Plaintiff The Estate of Rufus Merrill Laurence, Jr., by its attorneys, Silver & DeBoskey, a Professional Corporation, Defendants Board of County Commissioners and Garfield County Public Trustee, by and through the Garfield County Attorney Don K. DeFord, and Defendants Coulter Creek Valley Ranch, Ltd. and James D. Peterson, by and through their attorneys Holland & Hart, L.L.P., file their Stipulated Modified Case Management Order as follows:

**Presumptive Case Management Order:**

1. With the exception of the matters identified in paragraph 2 below, the parties agree that the presumptive Case Management Order as detailed in C.R.C.P. 16(b) shall control the course of this action, and agree that those deadlines are as follows:

A. Pursuant to C.R.C.P. 16(b)(8), any motions to join additional parties or amend the pleadings shall be filed no later than December 22, 2003.

B. Pursuant to C.R.C.P. 16(b)(10), discovery may commence 45 days after the case is at issue, i.e. discovery may commence on or after October 7, 2003.

C. Pursuant to C.R.C.P. 16(b)(10), the deadline for completion of all discovery shall be no later than 50 days before trial, or March 30, 2004.

D. Pursuant to C.R.C.P. 26(a)(2), Expert Disclosures shall be filed as follows:

- 1) Plaintiff's expert disclosures shall be filed on or before 120 days before trial, or January 20, 2004.
- 2) Defendants' expert disclosures shall be filed on or before 90 days before trial, or February 19, 2004.
- 3) Rebuttal expert disclosures shall be filed on or before 70 days before trial, or March 10, 2004.

E. Pursuant to C.R.C.P. 56, the parties shall file motions for summary judgment no later than 75 days before trial, or March 5, 2004.

F. Pursuant to C.R.C.P. 16(f)(2)(B), the parties shall exchange draft lists of witnesses and exhibits 40 days before trial, or April 9, 2004.

G. Pursuant to C.R.C.P. 16(b)(9), any pretrial motions, except motions pursuant C.R.C.P. 56, shall be filed 35 days before trial, or April 14, 2004.

H. Pursuant to C.R.C.P. 16(f), the parties shall file their Trial Management Order 30 days before trial, or April 19, 2004.

I. Pursuant to C.R.C.P. 16(F)(3)(vi)(D), deposition testimony shall be designated 25 days before trial, or April 26, 2004; responsive deposition testimony shall be designated 10 days before trial, or May 7, 2004; reply deposition testimony shall be

designated 5 days before trial, or May 12, 2004; and copies of designated deposition testimony shall be filed with the Court 3 days before trial, or May 14, 2004.

J. Trial Setting: trial in this matter has been set to commence on May 19, 2004. The trial as to all issues present in the case shall be to the Court, and shall be for three days. The parties acknowledge their duty to promptly notify the Court in writing if the anticipated length of the trial in this matter changes.

**Presumptive Limitations on Non-Expert Depositions Pursuant to C.R.C.P. 16(b)(10) and 26(b)(2)(A):**

2. The parties agree that the relevant evidence in this case will likely include the current and past existence, maintenance, use and status of the road at issue. The C.R.C.P. 26(a)(1) disclosures filed by the parties identify a number of persons who may have knowledge about these issues. Therefore, good cause exists, and the parties agree, to expand the number of depositions permitted by C.R.C.P. 16(b)(10) and 26(b)(2)(A) so that the parties will collectively be allowed to take 20 non-expert depositions between them. The parties agree to cooperate among themselves as to how many of the 20 depositions each of them will be permitted to take. It is the current belief of the parties that several of the anticipated depositions can be and will be taken in less than one day.

A proposed order is attached.

Respectfully submitted this \_\_\_\_ day of October, 2003.

SILVER & DeBOSKEY  
A Professional Corporation

By: /s/ James W. Owens, Jr.  
Joe L. Silver, #8473  
James W. Owens, Jr., #24725

HOLLAND & HART, LLP

By: /s/ J. Kevin Bridston  
Thomas J. Todd, #16289  
J. Kevin Bridston, #17739

GARFIELD COUNTY ATTORNEY'S OFFICE

By: /s/ Don K. DeFord  
Don K. DeFord, #6672

*In accordance with C.R.C.P. 121 §1-26(9) a printed copy of this document with original signatures is being maintained by the filing party and will be made available for inspection by other parties or the court upon request.*

DISTRICT COURT, COUNTY OF GARFIELD, STATE OF COLORADO Court Address: 109-8th Street, Suite 104 Glenwood Springs, Colorado 81601	<b>COURT USE ONLY</b>
<b>Plaintiff:</b> THE ESTATE OF RUFUS MERRILL LAURENCE, JR.  v.  <b>Defendants:</b> COULTER CREEK VALLEY RANCH, LTD.; JAMES D. PETERSON; HEATHER M. PETERSON; JAMES V. QUIGLEY; DANIEL P. QUIGLEY; PAT B. CORYELL; ADELINE CORYELL; THE BOARD OF COUNTY COMMISSIONERS FOR GARFIELD COUNTY, COLORADO; THE PUBLIC TRUSTEE OF GARFIELD COUNTY, COLORADO and ALL UNKNOWN PERSONS WHO CLAIM ANY INTEREST IN THE SUBJECT MATTER OF THIS ACTION	
<b>ORDER APPROVING STIPULATED          MODIFIED CASE MANAGEMENT ORDER</b>	

THIS MATTER COMING BEFORE THIS COURT on the Stipulated Modified Case Management Order, and the Court finding good cause exists to approve and enter the Stipulated Modified Case Management Order,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Stipulated Modified Case Management Order shall be and hereby is approved and entered by the Court, and shall hereafter control the course of the above-captioned matter.

Done and signed this \_\_\_\_ day of \_\_\_\_\_, 2003.

BY THE COURT:

\_\_\_\_\_  
 District Court Judge

**SILVER & DeBOSKEY**  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW

THE SMITH MANSION  
1801 YORK STREET  
DENVER, COLORADO 80206  
(303) 399-3000

**FACSIMILE COVER SHEET**

Facsimile No.: (303) 399-2650

\*\*\*\*\*

This facsimile transmission (including the documents accompanying it) may contain confidential information protected by the attorney-client privilege or otherwise privileged and exempt from disclosure and is intended only for the use of the individual or entity named below. If you are not the intended recipient, you are hereby notified that any dissemination, disclosure, copying or the taking of any action in reliance upon the content of this information is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone (collect) to arrange for the return of the documents.

If there is a problem with this transmission, please call Linda Andolsek at (303) 399-3000.

\*\*\*\*\*

**DATE:** October 22, 2003

		<b>Fax Number</b>	<b>Telephone Number</b>
<b>TO:</b>	Don K. DeFord, Esq.	970/384-5005	970/945-9150
	J. Kevin Bridston, Esq.	303/295-8261	303/295-8104
	Thomas J. Todd, Esq.		

**FROM:** James W. Owens, Jr., Esq.

**NO. OF PAGES (including this one):**

**RE:** The Estate of Rufus Merrill Laurence, Jr. v. Coulter Creek Valley Ranch, Ltd., et al.

**MESSAGE:** Per our telephone conference on October 16, 2003, here is the Stipulated Modified Case Management Order for your review. Once the Order has been approved, we will e-file it with the Court and circulate a final version for your signatures. Please provide me with your comments and/or approval as soon as possible, as the Order must be filed on or before October 24, 2003.

Original documents will:  
☐ follow by regular mail.  
☐ follow by Federal Express.  
☒ not be sent.

93680.1

<b>DISTRICT COURT, COUNTY OF GARFIELD, STATE OF COLORADO</b> Court Address: 109-8th Street, Suite 104 Glenwood Springs, Colorado 81601	<b>COURT USE ONLY</b>
<b>Plaintiff:</b> THE ESTATE OF RUFUS MERRILL LAURENCE, JR.  v.  <b>Defendants:</b> COULTER CREEK VALLEY RANCH, LTD.; JAMES D. PETERSON; HEATHER M. PETERSON; JAMES V. QUIGLEY; DANIEL P. QUIGLEY; PAT B. CORYELL; ADELINE CORYELL; THE BOARD OF COUNTY COMMISSIONERS FOR GARFIELD COUNTY, COLORADO; THE PUBLIC TRUSTEE OF GARFIELD COUNTY, COLORADO and ALL UNKNOWN PERSONS WHO CLAIM ANY INTEREST IN THE SUBJECT MATTER OF THIS ACTION	
<b>ATTORNEYS FOR PLAINTIFF:</b> Joe L. Silver, (#8473) James W. Owens, Jr., (#24725) Silver & DeBoskey, A Professional Corporation 1801 York Street Denver, Colorado 80206 (303) 399-3000  <b>ATTORNEYS FOR GARFIELD COUNTY:</b> Don K. DeFord (#6672) 108 8 <sup>th</sup> Street, Suite 219 Glenwood Springs, Colorado 81601 (970) 945-9150  <b>ATTORNEYS FOR COULTER CREEK AND JAMES PETERSON:</b> Thomas J. Todd (#16289) J. Kevin Bridston (#17739) 555 Seventeenth Street, Suite 3200, P.O. Box 8749 Denver, Colorado 80201-8749 (303) 295-8104	Case No: 03 CV 004
<b>STIPULATED MODIFIED CASE MANAGEMENT ORDER</b>	

Pursuant to Colo. R. Civ. P. 16(c)(1), Plaintiff The Estate of Rufus Merrill Laurence, Jr., by its attorneys, Silver & DeBoskey, a Professional Corporation, Defendants Board of County Commissioners and Garfield County Public Trustee, by and through the Garfield County Attorney Don K. DeFord, and Defendants Coulter Creek Valley Ranch, Ltd. and James D. Peterson, by and through their attorneys Holland & Hart, L.L.P., file their Stipulated Modified Case Management Order as follows:

**Presumptive Case Management Order:**

1. With the exception of the matters identified in paragraph 2 below, the parties agree that the presumptive Case Management Order as detailed in C.R.C.P. 16(b) shall control the course of this action, and agree that those deadlines are as follows:

A. Pursuant to C.R.C.P. 16(b)(8), any motions to join additional parties or amend the pleadings shall be filed no later than December 22, 2003.

B. Pursuant to C.R.C.P. 16(b)(10), discovery may commence 45 days after the case is at issue, i.e. discovery may commence on or after October 7, 2003.

C. Pursuant to C.R.C.P. 16(b)(10), the deadline for completion of all discovery shall be no later than 50 days before trial, or March 30, 2004.

D. Pursuant to C.R.C.P. 26(a)(2), Expert Disclosures shall be filed as follows:

- 1) Plaintiff's expert disclosures shall be filed on or before 120 days before trial, or January 20, 2004.
- 2) Defendants' expert disclosures shall be filed on or before 90 days before trial, or February 19, 2004.
- 3) Rebuttal expert disclosures shall be filed on or before 70 days before trial, or March 10, 2004.

E. Pursuant to C.R.C.P. 56, the parties shall file motions for summary judgment no later than 75 days before trial, or March 5, 2004.

F. Pursuant to C.R.C.P. 16(f)(2)(B), the parties shall exchange draft lists of witnesses and exhibits 40 days before trial, or April 9, 2004.

G. Pursuant to C.R.C.P. 16(b)(9), any pretrial motions, except motions pursuant C.R.C.P. 56, shall be filed 35 days before trial, or April 14, 2004.

H. Pursuant to C.R.C.P. 16(f), the parties shall file their Trial Management Order 30 days before trial, or April 19, 2004.

I. Pursuant to C.R.C.P. 16(F)(3)(vi)(D), deposition testimony shall be designated 25 days before trial, or April 26, 2004; responsive deposition testimony shall be designated 10 days before trial, or May 7, 2004; reply deposition testimony shall be

designated 5 days before trial, or May 12, 2004; and copies of designated deposition testimony shall be filed with the Court 3 days before trial, or May 14, 2004.

J. Trial Setting: trial in this matter has been set to commence on May 19, 2004. The trial as to all issues present in the case shall be to the Court, and shall be for three days. The parties acknowledge their duty to promptly notify the Court in writing if the anticipated length of the trial in this matter changes.

**Presumptive Limitations on Non-Expert Depositions Pursuant to C.R.C.P. 16(b)(10) and 26(b)(2)(A):**

2. The parties agree that the relevant evidence in this case will likely include the current and past existence, maintenance, use and status of the road at issue. The C.R.C.P. 26(a)(1) disclosures filed by the parties identify a number of persons who may have knowledge about these issues. Therefore, good cause exists, and the parties agree, to expand the number of depositions permitted by C.R.C.P. 16(b)(10) and 26(b)(2)(A) so that the parties will collectively be allowed to take 20 non-expert depositions between them. The parties agree to cooperate among themselves as to how many of the 20 depositions each of them will be permitted to take. It is the current belief of the parties that several of the anticipated depositions can be and will be taken in less than one day.

A proposed order is attached.

Respectfully submitted this \_\_\_\_ day of October, 2003.

SILVER & DeBOSKEY  
A Professional Corporation

By: /s/ James W. Owens, Jr.  
Joe L. Silver, #8473  
James W. Owens, Jr., #24725

HOLLAND & HART, LLP

By: /s/ J. Kevin Bridston  
Thomas J. Todd, #16289  
J. Kevin Bridston, #17739

GARFIELD COUNTY ATTORNEY'S OFFICE

By: /s/ Don K. DeFord  
Don K. DeFord, #6672

*In accordance with C.R.C.P. 121 §1-26(9) a printed copy of this document with original signatures is being maintained by the filing party and will be made available for inspection by other parties or the court upon request.*

DISTRICT COURT, COUNTY OF GARFIELD, STATE OF COLORADO Court Address: 109-8th Street, Suite 104 Glenwood Springs, Colorado 81601		
<b>Plaintiff:</b> THE ESTATE OF RUFUS MERRILL LAURENCE, JR.  v.  <b>Defendants:</b> COULTER CREEK VALLEY RANCH, LTD.; JAMES D. PETERSON; HEATHER M. PETERSON; JAMES V. QUIGLEY; DANIEL P. QUIGLEY; PAT B. CORYELL; ADELINE CORYELL; THE BOARD OF COUNTY COMMISSIONERS FOR GARFIELD COUNTY, COLORADO; THE PUBLIC TRUSTEE OF GARFIELD COUNTY, COLORADO and ALL UNKNOWN PERSONS WHO CLAIM ANY INTEREST IN THE SUBJECT MATTER OF THIS ACTION		<b>COURT USE ONLY</b>  Case No: 03 CV 004
<b>ORDER APPROVING STIPULATED          MODIFIED CASE MANAGEMENT ORDER</b>		

THIS MATTER COMING BEFORE THIS COURT on the Stipulated Modified Case Management Order, and the Court finding good cause exists to approve and enter the Stipulated Modified Case Management Order,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED that the Stipulated Modified Case Management Order shall be and hereby is approved and entered by the Court, and shall hereafter control the course of the above-captioned matter.

Done and signed this \_\_\_\_ day of \_\_\_\_\_, 2003.

BY THE COURT:

\_\_\_\_\_  
 District Court Judge

SILVER & DeBOSKEY  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
THE SMITH MANSION  
1801 YORK STREET  
DENVER, COLORADO 80206

CHRISTOPHER G. BAUMGARTNER  
MARTIN D. BEIER  
GARY B. BLUM  
STEVEN W. KELLY  
ROBERT R. MARSH  
BRIAN T. MOORE  
JOE L. SILVER

SPECIAL COUNSEL:  
PATTI H. MARKS

TELEPHONE 303-399-3000  
FACSIMILE 303-399-2650

August 5, 2003

Don K. DeFord, Esq.  
Garfield County Attorney  
108 8<sup>th</sup> Street, Suite 219  
Glenwood Springs, CO 81601

Re: *The Estate of Rufus Merrill Laurence, Jr., v. Coulter Creek Valley Ranch, Ltd., et al.*  
Garfield County District Court, Case Number 03CV004

Dear Don:

Enclosed are a Waiver of Service and a copy of the Amended Complaint which was filed in this case. As we had previously discussed, you had no objection to our amendment of the Complaint dismissing certain of the defendants and clarifying our claims against the Public Trustee for Garfield County. You also had agreed to waive and accept service on behalf of the Public Trustee as well. If the form of waiver is acceptable to you, please sign it and return a copy to our office.

Thank you for your assistance in this matter.

Sincerely yours,

SILVER & DeBOSKEY, P.C.

By:

  
Chris G. Baumgartner

CGB/skg  
Enclosure

JUN 05 2003

SILVER & DeBOSKEY

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW

THE SMITH MANSION

1801 YORK STREET

DENVER, COLORADO 80206

CHRISTOPHER G. BAUMGARTNER  
MARTIN D. BEIER  
GARY B. BLUM  
STEVEN W. KELLY  
ROBERT R. MARSH  
BRIAN T. MOORE  
JOE L. SILVER

SPECIAL COUNSEL:  
PATTI H. MARKS

TELEPHONE 303-399-3000

FACSIMILE 303-399-2650

June 3, 2003

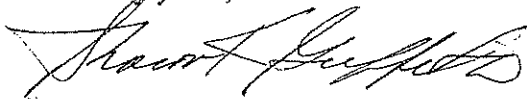
Don K. DeFord, Esq.  
Garfield County Attorney  
108 8<sup>th</sup> Street, Suite 219  
Glenwood Springs, CO 81601

Re: *The Estate of Rufus Merrill Laurence, Jr., v. Coulter Creek Valley Ranch, Ltd., et al.*  
Garfield County District Court, Case Number 03CV004

Dear Mr. DeFord:

Chris Baumgartner asked that I forward you a copy of the enclosed Defendants Coulter Creek Valley Ranch, Ltd.'s and James D. Peterson's Answer.

Sincerely yours,



Sharon K. Griffith  
Legal Assistant to Chris G. Baumgartner

encls.

REC'D APR 04 2003

JUN 05 2003

DISTRICT COURT, GARFIELD COUNTY, COLORADO  
Court Address: 109 8th Street, #104  
Glenwood Springs, CO 81601

**Plaintiffs:**

THE ESTATE OF RUFUS MERRILL LAURENCE,  
JR.

**Defendants:**

COULTER CREEK VALLEY RANCH, LTD; JAMES  
D. PETERSON; HEATHER M. PETERSON; JAMES  
V. QUIGLEY; DANIEL P. QUIGLEY; PAT B.  
CORYELL; ADELINE CORYELL; THE BOARD OF  
COUNTY COMMISSIONERS FOR GARFIELD  
COUNTY, COLORADO; THE PUBLIC TRUSTEE  
OF GARFIELD COUNTY, COLORADO and ALL  
UNKNOWN PERSONS WHO CLAIM ANY  
INTEREST IN THE SUBJECT MATTER OF THIS  
ACTION

**Attorney or Party Without Attorney:**

Name: J. Kevin Bridston  
Thomas J. Todd  
Address: Holland & Hart LLP  
555 Seventeenth Street, Suite 3200  
Post Office Box 8749  
Denver, Colorado 80201-8749

600 East Main Street, Suite 104  
Aspen, CO 81611-1953

Phone Number: 303-295-8104  
970-925-3476

Fax Number: 303-295-8162  
970-925-9367

E-mail: [kbridston@hollandhart.com](mailto:kbridston@hollandhart.com)  
[ttodd@hollandhart.com](mailto:ttodd@hollandhart.com)

Atty.Reg.#: 17739  
16289

▲ COURT USE ONLY ▲

Case Number: 03 CV 004

Div.: Ctrm.:

**DEFENDANTS COULTER CREEK VALLEY RANCH, LTD.'S AND JAMES D.  
PETERSON'S ANSWER**

Coulter Creek Valley Ranch, Ltd. and James D. Peterson answer the Complaint  
as follows:

The Estate of Rufus Merrill  
Laurence, Jr. v. Coulter Creek  
Valley Ranch, Ltd.  
Case No. 03-CV-004  
**DEFENDANTS COULTER CREEK  
VALLEY RANCH, LTD.'S AND  
JAMES D. PETERSON'S ANSWER**  
Page 2

1. Paragraph 1 of the Complaint merely purports to describe the action asserted by plaintiff, and therefore requires no response. Defendants deny that plaintiff is entitled to the relief it seeks.
2. Defendants lack sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 2 of the Complaint and therefore deny the same.
3. Defendants admit that Coulter Creek Valley Ranch, Ltd. owns the real property described in Exhibit B to the Complaint and that the property abuts the real property described in Exhibit A to the Complaint. Defendants deny any remaining allegations contained in paragraph 3 of the Complaint.
4. Defendants lack sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 4 of the Complaint and therefore deny the same.
5. Defendants lack sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 5 of the Complaint and therefore deny the same.
6. Defendants lack sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 6 of the Complaint and therefore deny the same.
7. Defendants lack sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 7 of the Complaint and therefore deny the same.
8. Defendants admit venue as alleged in paragraph 8 of the Complaint.
9. Defendants deny the allegations contained in paragraph 9 of the Complaint.
10. Defendants lack sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 10 and therefore deny the same. Defendants specifically deny any claim that County Road 121 extends through the property owned by Coulter Creek Valley Ranch, Ltd.

The Estate of Rufus Merrill  
Laurence, Jr. v. Coulter Creek  
Valley Ranch, Ltd.  
Case No. 03-CV-004  
**DEFENDANTS COULTER CREEK  
VALLEY RANCH, LTD.'S AND  
JAMES D. PETERSON'S ANSWER**  
Page 3

11. Defendants deny the allegations contained in paragraph 11 of the Complaint.

12. Defendants deny the allegations contained in paragraph 12 of the Complaint.

13. Defendants are without sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 13 of the Complaint, and therefore deny the same.

14. Defendants lack sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 14 of the Complaint, and therefore deny the same.

15. Defendants lack sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 15 of the Complaint, and therefore deny the same.

16. Defendants lack sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 15 of the Complaint, and therefore deny the same.

17. Defendants lack sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 17 of the Complaint, and therefore deny the same.

18. Defendants lack sufficient knowledge or information to form a belief as to the truth of the allegations contained in paragraph 18 of the Complaint, and therefore deny the same.

19. Defendants deny the allegations contained in paragraph 19 of the Complaint.

20. Defendants deny that they have done anything "wrongfully," but otherwise admit the balance of the allegations contained in paragraph 20 of the Complaint.

21. Responding to paragraph 21 of the Complaint, defendants incorporate the responses in paragraphs 1-20 above.

The Estate of Rufus Merrill  
Laurence, Jr. v. Coulter Creek  
Valley Ranch, Ltd.  
Case No. 03-CV-004  
**DEFENDANTS COULTER CREEK  
VALLEY RANCH, LTD.'S AND  
JAMES D. PETERSON'S ANSWER**  
Page 4

22. Defendants deny the allegations contained in paragraph 22 of the Complaint.

23. Defendants deny the allegations contained in paragraph 23 of the Complaint.

24. Defendants deny the allegations contained in paragraph 24 of the Complaint.

25. Defendants deny the allegations contained in paragraph 25 of the Complaint.

26. Defendants deny the allegations contained in paragraph 26 of the Complaint.

27. Responding to paragraph 27 of the Complaint, defendants incorporate the responses in paragraphs 1-26 above.

28. Defendants deny the allegations contained in paragraph 28 of the Complaint.

29. Defendants deny the allegations contained in paragraph 29 of the Complaint.

30. Defendants deny the allegations contained in paragraph 30 of the Complaint.

31. Defendants deny the allegations contained in paragraph 31 of the Complaint.

32. Defendants deny the allegations contained in paragraph 32 of the Complaint.

33. Responding to paragraph 33 of the Complaint, defendants incorporate the responses in paragraphs 1-32 above.

34. Defendants deny the allegations contained in paragraph 34 of the Complaint.

The Estate of Rufus Merrill  
Laurence, Jr. v. Coulter Creek  
Valley Ranch, Ltd.  
Case No. 03-CV-004  
**DEFENDANTS COULTER CREEK  
VALLEY RANCH, LTD.'S AND  
JAMES D. PETERSON'S ANSWER**  
Page 5

35. Defendants deny the allegations contained in paragraph 35 of the Complaint.

36. Defendants deny the allegations contained in paragraph 36 of the Complaint.

37. Defendants deny any allegations not expressly admitted above.

### **DEFENSES**

#### **FIRST DEFENSE**

Plaintiff's claims are barred in whole or part by its failure to state a claim for relief.

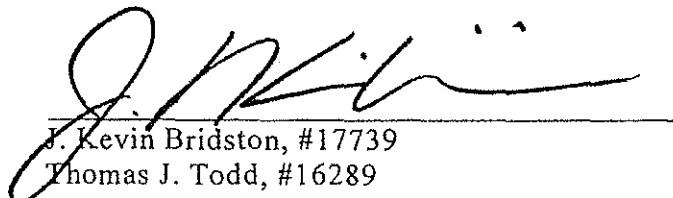
#### **SECOND DEFENSE**

Plaintiff's claims are barred in whole or part by the doctrines of laches, estoppel and waiver.

WHEREFORE, defendants respectfully request the Court to enter judgment in their favor and against plaintiff on all claims asserted by plaintiff, including an award of attorney's fees (if appropriate), costs, expert witness fees, and such other and further relief as the Court deems just and proper under the circumstances.

Dated this 3<sup>rd</sup> day of April, 2003.

Respectfully submitted,



J. Kevin Bridston, #17739  
Thomas J. Todd, #16289  
HOLLAND & HART LLP

**ATTORNEYS FOR DEFENDANTS  
COULTER CREEK VALLEY RANCH,  
LTD. AND JAMES D. PETERSON**

The Estate of Rufus Merrill  
Laurence, Jr. v. Coulter Creek  
Valley Ranch, Ltd.  
Case No. 03-CV-004  
DEFENDANTS COULTER CREEK  
VALLEY RANCH, LTD.'S AND  
JAMES D. PETERSON'S ANSWER  
Page 6

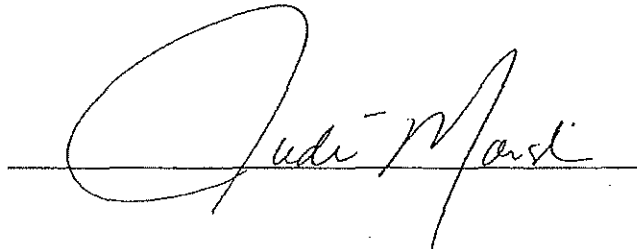
CERTIFICATE OF SERVICE

I certify that on April 3, 2003, I served a copy of the foregoing document to the following by

☒  
☐  
☐  
☐

U.S. Mail, postage prepaid  
Hand Delivery  
Fax  
Electronic Service by CourtLink.com

Chris G. Baumgartner, Esq.  
Joe L. Silver, Esq.  
Silver & DeBoskey  
1801 York Street  
Denver, CO 80206

A handwritten signature in cursive script, appearing to read "Judi Marsh", is written over a horizontal line.


3065289\_1.DOC

Your filing has been successfully submitted to CourtLink. Your filing information appears below. To print this information for your records, click anywhere on the filing information, then click the browser Print button.  
 To perform another filing, click **Begin a New Filing**.  
 To exit File & Serve, click **Return to File Room**.

### CourtLink eFile Filing Receipt

<b>Filing ID:</b>	1613045	<b>Authorized by:</b>	Bridston, John Kevin
<b>Filed by:</b>	Marsh, Judi Holland & Hart LLP-Denver		Holland & Hart LLP-Denver
<b>Filing Option:</b>	File Only	<b>Authorized:</b>	04/03/2003 01:20 PM ET
<b>Court:</b>	CO Garfield County District Court 9th JD		
<b>Division/Courtroom:</b>	B - Division B		
<b>Case Class:</b>	Civil	<b>Case Type:</b>	Declaratory Judgment
<b>Case Number:</b>	2003CV004	<b>Case Name:</b>	The Estate of Rufus Merrill Laurence, Jr. v. Coulter Creek Valley Ranch, LTD

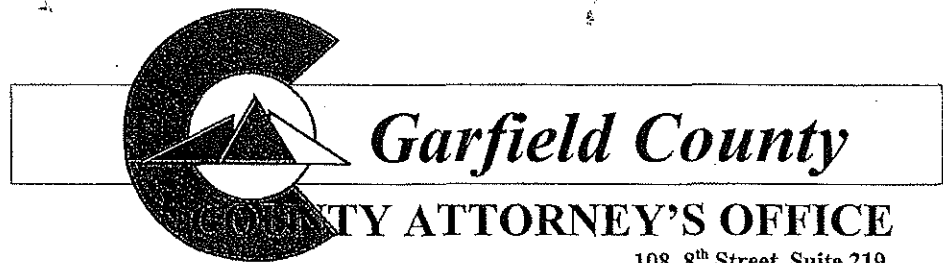
### Filing Documents List

Conversion Status	Linked Docs	Filing Type	Document Title	Document ID	Main/Supporting	Access Type	Filing Fee	Pages	Original File
Converted		Answer	<u>Defendants Coulter Creek Valley Ranch, Ltd.s and James D. Petersons Answer</u>	1696860	Main	Public	\$70.00	6	

Billing Reference: coulter creek 0429 no number yet

[Begin a New Filing](#)
[Return to File Room](#)
[Print](#)
[View All](#)

*File*



108 8<sup>th</sup> Street, Suite 219  
Glenwood Springs, CO 81601  
Tele: (970) 945-9150  
Fax: (970) 384-5005

May 22, 2003

Chris G. Baumgartner, Esq.  
Joe L. Silver, Esq.  
Silver & DeBoskey, P.C.  
The Smith Mansion  
1801 York Street  
Denver, CO 80206

RE: Estate of Rufus Merrill Laurence, Jr.  
v. Coulter Creek Valley Ranch, et al

Gentlemen,

In confirmation of my discussions with Mr. Baumgartner on May 21, 2003, I am writing to set forth our understanding of procedural issues in the above-referenced case.

There has been confusion regarding the service of process on the County in this matter. At this juncture, I do not believe that the proper service has been obtained on the Board of County Commissioners of Garfield County. Nevertheless, after review of the substance of the Complaint, I believe the County will be ready to waive proper service and file a response in this matter subject to my opportunity to confirm that position with the Board of County Commissioners.

I have discussed certain substantive matters regarding the road which is the subject of this litigation with Mr. Baumgartner. As I explained, I need the opportunity to review recently developed opinions and fact with the Board of County Commissioners. I believe we will be in a position to respond properly in this matter by the close of business on June 6, 2003. Additionally, at that juncture, I believe the Board of County Commissioners will be in a position to accept service without the need for further undertakings by your office. Mr. Baumgartner

Silver & DeBoskey

May 21, 2003

Page 2

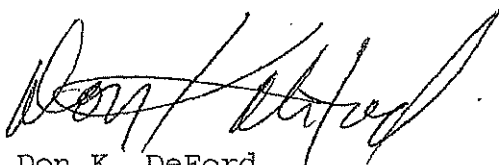
stated that under the foregoing circumstances, he had no objection to our withholding a response in this matter until the close of business on June 6, 2003.

Therefore, pursuant to the agreement of your office, we will not file a response in the above-captioned matter until the close of business on June 6, 2003. We will either accept service, or waive service as part of that response.

We have received no responses or appearances from other parties in this matter.

Thank you for your consideration in this matter.. I look forward to further communications concerning the position of the County.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Don K. DeFord", written in a cursive style.

Don K. DeFord  
Garfield County Attorney

DKD/jkm

cc: BOCC

**SURVCO, INC.**  
Professional Land Surveying Services

STATEMENT OF SERVICES

Friday, February 07, 2003

Garfield County Road and Bridge Admin.  
902 Taughenbaugh Blvd.  
Rifle, CO.  
81650

Surveying Services For:

- County Road No. 121 - Litigation pertaining to "Lawrence" property - T.6S., R87W. Sections 20,29,32

SurvCo, Inc. Job No.:

- 03.003.001

Billing Period Thru:

- to date

Field Services:

- None

Office Services:

- Gen Admin.- Phone discussions and Meetings with County Attorney
- Record Research at Courthouse and other sources
- Mapping sketches/Photo reproductions
- Prepare report

Fee for services rendered this statement: \$ 875.00

Other direct costs: \$ -0-

Previous balance due: \$ -0-

Less retainer/payments on account: \$ -0-

Total balance due this statement: \$ 875.00

Please note our new address and phone numbers listed below

Thank You

6560 COUNTY ROAD NO. 335, SUITE NO. 201  
P.O. Box 826  
NEW CASTLE, CO. 81647-0826

PH: (970) 984-9119

FAX: (970) 984-3993



TGS. - R.87W.

**SILVER & DEBOSKEY**

A PROFESSIONAL CORPORATION

ATTORNEYS AT LAW  
 THE SMITH MANSION  
 1801 YORK STREET  
 DENVER, COLORADO 80206  
 (303) 399-3000

Facsimile No.: (303) 780-9460

This facsimile transmission (including the documents accompanying it) may contain confidential information protected by the attorney client privilege or otherwise privileged and exempt from disclosure and is intended only for the use of the individual or entity named below. If you are not the intended recipient, you are hereby notified that any dissemination, disclosure, copying or the taking of any action in reliance upon the content of this information is strictly prohibited. If you have received this transmission in error, please notify us immediately by telephone (collect) to arrange for the return of the documents.

<b>DATE:</b>	January 2, 2003
<b>TO:</b>	Garfield County Attorney Don DeFord and Deputy County Attorney Carolyn Dahlgren
<b>FAX NUMBER:</b>	970.384.5005
<b>TELEPHONE NUMBER:</b>	970.945.9150
<b>FROM:</b>	Stacia D. Kuhn, Esq.
<b>NUMBER OF PAGES</b> (including this one):	<u>12</u>

**NOTES:**

Transmittal of Quiet Title Complaint by Estate of Rufus Merrill Laurence, Jr. (to be electronically filed this afternoon). A package of documentation will be forthcoming.

Stacia D. Kuhn, Esq.

Original documents will:  
☐ follow by regular mail.  
☐ follow by Federal Express.  
☒ not be sent.

*TM F SDK 1/3/03 Friday AM*  
*Will not file Complaint before*  
*next week, i call if want*  
*to be named IT, rather*  
*than A & for if want to*  
*edit Complaint.*

If there is a problem with this transmission, please call (303) 399-3000 and ask for Pamela Baca.

*cmd*  
*1/3/03*  
*9:30am*

<input type="checkbox"/> Small Claims <input type="checkbox"/> County Court <input checked="" type="checkbox"/> District Court <input type="checkbox"/> Probate <input type="checkbox"/> Juvenile Court <input type="checkbox"/> Water Court <b>COUNTY OF GARFIELD, STATE OF COLORADO</b> <b>Court Address:</b> 109 8th Street, Suite 104 Glenwood Springs, Colorado 81601	<div style="text-align: center; border-top: 1px solid black; border-bottom: 1px solid black;"> <b>Δ COURT USE ONLY Δ</b> </div> Case Number:  Courtroom:
<b>Plaintiff:</b> THE ESTATE OF RUFUS MERRILL LAURENCE, JR;  v.  <b>Defendants:</b> COULTER CREEK VALLEY RANCH, LTD.; JAMES D. PETERSON; HEATHER M. PETERSON; JAMES V. QUIGLEY; DANIEL P. QUIGLEY; PAT B. CORYELL; ADELINE CORYELL; THE BOARD OF COUNTY COMMISSIONERS FOR GARFIELD COUNTY, COLORADO; and ALL UNKNOWN PERSONS WHO CLAIM ANY INTEREST IN THE SUBJECT MATTER OF THIS ACTION	
<b>Attorneys for Plaintiff:</b> SILVER & DEBOSKEY, P.C. Joe L. Silver (#8473) Chris G. Baumgartner (#31144) The Smith Mansion 1801 York Street Denver, Colorado 80206 (303) 399-3000	
<b>COMPLAINT</b>	

Plaintiff, the Estate of Rufus Merrill Laurence, Jr. (the "Estate"), by its attorneys, Silver & DeBoskey, a Professional Corporation, for its Complaint against the above-named Defendants, states as follows:

### INTRODUCTION

1. This action concerns the non-maintained portion of County Road 121 ("non-maintained C.R. 121") located within the County of Garfield, Colorado, as described more fully below. It is an action: (a) for a declaratory judgment that non-maintained C.R. 121 is a public road pursuant to

C.R.S. § 43-2-201(1)(c); (b) for a declaratory judgment that non-maintained C.R. 121 is a public road pursuant to R.S. 2477 (formerly codified at 43 U.S.C. § 932); (c) for a declaratory judgment that non-maintained C.R. 121 is a public road pursuant to C.R.S. § 43-1-202; (d) to quiet title to such road as a public road; and (e) for injunctive relief prohibiting Defendants Coulter Creek Valley Ranch, Ltd., James D. Peterson and Heather M. Peterson from obstructing the public's and the Estate's use of such road for all uses permissible under the laws of the State of Colorado.

### PARTIES

2. The Estate is the owner of real property located near the City of Carbondale, in the County of Garfield, Colorado, legally described as set forth in the attached Exhibit A (the "Estate Property"). The Estate Property consists of 1,330 acres and is accessed by non-maintained C.R. 121, the road here at issue.

3. Defendants Coulter Creek Valley Ranch, Ltd., James D. Peterson and Heather M. Peterson (the "Peterson Parties") are the owners of real property located in the County of Garfield, Colorado, and legally described as set forth in the attached Exhibit B (the "Peterson Property"). The Peterson Property abuts the southern boundary of the Estate Property.

4. Defendants James V. Quigley and Daniel P. Quigley may claim some right or title to, or interest in, non-maintained C.R. 121.

5. Defendants Pat B. Coryell and Adeline Coryell may claim some right or title to, or interest in, non-maintained C.R. 121.

6. Defendant the Board of County Commissioners for Garfield County, Colorado may claim some right or title to, or interest in, non-maintained C.R. 121.

7. There may be persons interested in non-maintained C.R. 121 whose names cannot be inserted herein because such names are unknown to the Estate, although diligent efforts have been made to ascertain the names of such persons. Such persons have been made defendants and designated "all unknown persons who claim any interest in the subject matter of this action."

### VENUE

8. Venue is proper in this Court pursuant to C.R.C.P. 98 on the grounds that C.R. 121, including the non-maintained portion thereof, is located within Garfield County.

### GENERAL ALLEGATIONS

9. C.R. 121 is a public road and right of way approximately 3.06 miles in length commencing at a point on County Road 115 in Section 5, Township 7 South, Range 87 West of the 6<sup>th</sup> Principal Meridian, and extending northerly through the E1/2 of Section 32 and the E1/2 of Section 29 to the

southern line of the NW1/4NE1/4 of Section 29, Township 6 South, Range 87 West of the 6<sup>th</sup> Principal Meridian, Garfield County, Colorado, as reflected on the Garfield County Assessors Map attached hereto as Exhibit C. From the point of a posted gate located approximately 1.59 miles from the juncture of C.R. 121 and CR115, north to its termination at the southern line of the NW1/4NE1/4 of Section 29, C.R. 121 is a non-maintained county road. Non-maintained C.R. 121 passes through the Peterson Property prior to entering the Estate Property.

10. C.R. 121, including the non-maintained portion thereof, is the primary access road to the Estate Property. The Estate's family has used the road for 39 consecutive years, since the Estate Property was purchased in 1962.

11. Non-maintained C.R. 121 also provides critical access to land other than the Estate Property. Neighboring landowners, ranchers, hunters and others have historically used, and still use, the road for access to their respective properties, the Consolidated Reservoir, and to land owned by the Bureau of Land Management. The public's use of non-maintained C.R. 121 has been continuous throughout the 39 years that the Estate's family has owned the Estate Property.

12. The Peterson Parties have had actual or implied knowledge of the above-described, uninterrupted use of non-maintained C.R. 121 across the Peterson Property. The Peterson Parties have never objected to such use, which has occurred for over 20 consecutive years.

13. Much of the land that now comprises the Peterson Property was originally homesteaded by Martin Andrew McNulty, predecessor in interest to Defendant Coulter Creek Valley Ranch, Ltd. Mr. McNulty obtained title to portions of the Peterson Property pertinent to C.R. 121 under a land patent dated April 14, 1930 (the "McNulty Patent").

14. Upon information and belief, at times prior to the May 4, 1921, and to the subsequent issuance of the McNulty Patent in 1930, which patent removed the pertinent portions of the Peterson Property from the public domain, non-maintained C.R. 121 was historically utilized as a public roadway, including use as a stagecoach line.

15. Both historic and current Garfield County Assessor's Maps incorporate C.R. 121, including the non-maintained portion thereof, within the county road system reflected thereon.

16. Both historic and current Garfield County Road Inventory indexes list C.R. 121, including the non-maintained portion thereof, as a county road since the inception of the county road system in 1953.

17. Both current and historical U.S.G.S. topographical maps reflect the existence of C.R. 121, including the non-maintained portion thereof, as an unimproved dirt road.

18. In or around 1975, the District Court of Garfield County issued a Memorandum Opinion and Order in Civil Action No. 7502 concerning a road on the Estate Property known as the Barley Patch

Road, which is a continuation of C.R. 121. In its Memorandum Opinion and Order, the court referred to the non-maintained portion of C.R. 121 as "a county road which terminates its status as such" at the southern boundary of the Estate Property.

19. In or around 1986, the Peterson Parties joined with Mr. Jim Neislank, a neighboring landowner, in submitting a Petition for Abandonment of Road Right Of Way (the "Petition") to the Board of County Commissioners for Garfield County, seeking the abandonment and vacation of the non-maintained portion of the public road known as County Road 121. In the Petition submitted to the County Commissioners, the Peterson Parties and others requested that Garfield County vacate the non-maintained C.R. 121 as a public right-of-way. In a meeting held on August 4, 1986, the Garfield County Commissioners declined to abandon or vacate such roadway, citing their disfavor with recent attempts by local property owners to unilaterally close off public road throughout the county.

20. The Peterson Parties wrongfully claim that the non-maintained portion of C.R. 121 is a private road and that any use of such road across the Peterson Property has been, and is, only by virtue of a prescriptive private access easement for agricultural purposes.

**FIRST CLAIM FOR RELIEF**  
**(Declaratory Judgment against all Defendants)**

21. The Estate incorporates the allegations set forth in paragraphs 1- 20 above.

22. Both the Estate and the public have exercised actual use of non-maintained C.R. 121 in a manner that has been continuous, open, notorious, adverse, and along a well-defined unimproved roadway across the Peterson Property for a period in excess of 20 years.

23. As a result, non-maintained C.R. 121 is a public road pursuant to C.R.S. § 43-2-201(1)(c).

24. Non-maintained C.R. 121 has historically been utilized as a public roadway at times prior to May 4, 1921, and prior to the issuance of the McNulty Patent in 1930.

25. As a result, non-maintained C.R. 121 is a public road pursuant to C.R.S. § 43-1-202 and R.S. 2477, respectively.

26. Any and all claims of the Defendants regarding some right or title to, or interest in, non-maintained C.R. 121 that are adverse either to the Estate or the public are without foundation or right.

**SECOND CLAIM FOR RELIEF**  
**(Quiet Title against all Defendants)**

27. The Estate incorporates the allegations set forth in paragraphs 1 - 26 above.

28. Both the Estate and the public have exercised actual use of non-maintained C.R. 121 in a manner that has been continuous, open, notorious, adverse, and along a well-defined unimproved roadway across the Peterson Property for a period in excess of 20 years.
29. As a result, non-maintained C.R. 121 is a public road pursuant to C.R.S. § 43-2-201(1)(c).
30. Non-maintained C.R. 121 has historically been utilized as a public roadway at times prior to May 4, 1921, and prior to the issuance of the McNulty Patent in 1930.
31. As a result, non-maintained C.R. 121 is a public road pursuant to C.R.S. § 43-1-202 and R.S. 2477, respectively.
32. Any and all claims of the Defendants regarding some right or title to, or interest in, C.R. 121 that are adverse either to the Estate or the public are without foundation or right.

**THIRD CLAIM FOR RELIEF**  
**(Injunctive Relief against the Peterson Parties)**

33. The Estate incorporates the allegations set forth in paragraphs 1 – 32 above.
34. As a result of non-maintained C.R. 121 being a public road, the Peterson Parties wrongfully claim that such road is private and that any use of such road across the Peterson Property has been, or is, only by virtue of a prescriptive private access easement for agricultural purposes.
35. As a result of the Peterson Parties' wrongful claim to non-maintained C.R. 121, both the Estate and the public are threatened with irreparable harm in the form of a permanent impairment of their real and beneficial interests in the public lands, private property, and Estate Property accessible via non-maintained C.R. 121. Monetary damages are insufficient to remedy such an injury.
36. The Peterson Parties must be enjoined from continuing their wrongful claim to non-maintained C.R. 121 and from obstructing the Estate's or the public's use of such road for all uses permissible under the laws of the State of Colorado.

WHEREFORE, Plaintiff the Estate of Rufus Merrill Laurence, Jr. respectfully requests entry of an Order for relief against Defendants Coulter Creek Valley Ranch, Ltd., James D. Peterson, Heather M. Peterson, James V. Quigley, Daniel P. Quigley, Pat B. Coryell, Adeline Coryell, the Board of County Commissioners for Garfield County, and All Unknown Persons Who Claim Any Interest In The Subject Matter Of This Action, as follows:

1. For a complete adjudication of the rights of all parties to this action with respect to non-maintained of C.R. 121, including a decree requiring the Defendants to set forth the nature of their respective claims to such road, and for the quieting of title to such road;

2. For a determination that non-maintained C.R. 121 is a public road pursuant to C.R.S. § 43-2-201(1)(c), R.S. 2477, and C.R.S. § 43-1-202; that the Defendants, and each of them, have no private interest, title or claim of any kind in or to non-maintained C.R. 121; that the Defendants, and each of them, are forever barred and enjoined from any private interest in, or title or claim to, non-maintained C.R. 121; and that non-maintained C.R. 121 shall be used by the public for all uses permissible under the laws of the State of Colorado;

3. For an order enjoining Defendants Coulter Creek Valley Ranch, Ltd., James D. and Heather M. Peterson from obstructing the Estate's use of non-maintained C.R. 121 for all uses permissible under the laws of the State of Colorado;

4. For the costs and reasonable attorney fees incurred by the Estate in bringing this action; and
5. For such other relief as this Court deems proper.

Dated this \_\_\_\_\_ day of January, 2003.

Respectfully submitted,

SILVER & DeBOSKEY  
A Professional Corporation

By: \_\_\_\_\_  
Joe L. Silver  
Chris G. Baumgartner

ATTORNEYS FOR PLAINTIFF

Plaintiff's Address:  
18 Hodgman Canyon Drive  
Bozeman, MT 59718

In accordance with C.R.C.P. 121 §1-26(9) a printed copy of this document with original signatures is being maintained by the filing party and will be made available for inspection by other parties or the court upon request.

**EXHIBIT A**

**Legal Description  
(Estate Property)**

All of Section 17 and the NW¼ NW¼ Section 16, and all of Section 20 Except SE¼ SE¼, and NW¼ NE¼ Section 29, Township 6 South, Range 87 W. 6<sup>th</sup> Principal Meridian.

COUNTY OF GARFIELD  
STATE OF COLORADO

**EXHIBIT B****Legal Description  
(Peterson Property)**

The SE $\frac{1}{4}$  NW $\frac{1}{4}$ , the SW $\frac{1}{4}$  NE $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$ , SW $\frac{1}{4}$  NW $\frac{1}{4}$ , all in Lot 1, Lot 2 and Lot 4, all in Section 32, Township 6 South, Range 87 West of the 6<sup>th</sup> P.M.

The N $\frac{1}{2}$  NW $\frac{1}{4}$  of Section 32, Township 6 South, Range 87 West of the 6<sup>th</sup> P.M.

ALL that part of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  and the W $\frac{1}{2}$  SE $\frac{1}{4}$  of Section 29 and all that part of the NW $\frac{1}{4}$  NE $\frac{1}{4}$  and the E $\frac{1}{2}$  NE $\frac{1}{4}$  of Section 32, all in Township 6 South, Range 87 West of the 6<sup>th</sup> P.M. Garfield County, Colorado, lying Westerly of the following described line: BEGINNING at a point on the Southerly line of the E $\frac{1}{2}$  NE $\frac{1}{4}$  of said Section 32 whence the East Quarter Corner of said Section 32 bears S. 89° 50' E. 1323.30 feet; thence N. 02° 09' E. 740.92 feet to a point on a fence as constructed and in place; thence N. 02° 22' E. 591.97 feet along said fence; thence N. 01° 08' W. 347.62 feet along said fence; thence N. 49° 16' W. 527.03 feet along said fence; thence N. 15° 55' W. 567.57 feet along said fence; thence N. 51° 32' E. 209.89 feet along said fence; thence N. 22° 15' E. 553.87 feet along said fence; thence N. 35° 48' W. 474.23 feet along said fence; thence N. 17° 23' W. 450.89 feet along said fence; thence

N. 48° 52' W. 229.37 feet along said fence; thence

N. 24° 31' W. 784.06 feet along said fence; thence

N. 01° 18' W. 300.28 feet along said fence; thence

N. 14° 51' W. 724.92 feet along said fence; thence

N. 34° 06' E. 550.43 feet along said fence to its intersection with a fence running East and West; thence

N. 34° 06' E. 313.23 feet to the Northerly line of the SW $\frac{1}{4}$  NE $\frac{1}{4}$  of said Section 29.

COUNTY OF GARFIELD  
STATE OF COLORADO

**EXHIBIT C**

**Garfield County Assessor Map  
(Depiction of Existing County Road 121)**

---

FROM THE OFFICES OF



DATED 11/15/02

SILVER & DeBosKEY  
A PROFESSIONAL CORPORATION  
ATTORNEYS AT LAW  
THE SMITH MANSION  
1801 YORK STREET  
DENVER, COLORADO 80206

JAN 03 2003

MAUREEN M. BATSON  
CHRISTOPHER G. BAUMGARTNER  
MARTIN D. BEIER  
GARY B. BLUM  
STEVEN W. KELLY  
ROBERT R. MARSH  
BRIAN T. MOORE  
JOE L. SILVER

TELEPHONE 303-399-3000  
FACSIMILE 303-399-2650

OF COUNSEL:  
STACIA D. KUHN

January 2, 2003

**VIA FEDERAL EXPRESS**

Don DeFord, Esq.  
Garfield County Attorney's Office  
108 East 8<sup>th</sup> Street, Suite 219  
Glenwood Springs, CO 81601

Re: Quiet Title Action / County Road 121  
Estate of Rufus Merrill Laurence, Jr.

Dear Mr. DeFord:

Pursuant to my recent telephone conversations with Carolyn Dahlgren, enclosed please find the following documentation in connection with designation of County Road 121:

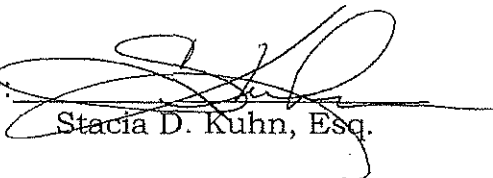
1. Road Petition (1923)
2. Memorandum Opinion (Civil Action No. 7502)
3. Resolution to Designate County Road System
4. County Road Index Reports (current and historical)
5. Current Garfield County Assessor's Map
6. Abandonment Materials (1986)
7. 1961 Geological Survey Map
8. Original Land Patent (Peterson property)

Don DeFord, Esq.  
January 2, 2003  
Page 2

Should you require any further documentation, please feel free to contact me. I look forward to hearing from you as to the County Commissioners' decision with regard to joining this action

Respectfully,

SILVER & DeBOSKEY  
A Professional Corporation

By:   
Stacia D. Kuhn, Esq.

SDK/pmb  
Enclosures

Cc: Chris G. Baumgartner, Esq.  
Joe L. Silver, Esq.  
Mr. Roger Laurence

No. 1

To: Mike Lawrence Property

22 Oct

# ROAD PETITION

1. The first part of the document is a list of names and addresses, which appears to be a directory or a list of contacts. The names are written in a cursive script, and the addresses are listed below them. The list includes names such as "J. H. Smith", "W. J. Brown", and "C. L. Green", among others.

Fifty in the office of the County Clerk.

*[Signature]*  
County Clerk

Presented to the Board of County Commissioners

100

upon the following which was taken and enlarged of  
me, to wit:

1864

1

100

[illegible]

10

1

...

1. The first step in the process is to identify the problem or issue that needs to be addressed. This involves gathering information and understanding the context of the problem.

1997-1998, 1998-1999, 1999-2000, 2000-2001, 2001-2002, 2002-2003, 2003-2004, 2004-2005, 2005-2006, 2006-2007, 2007-2008, 2008-2009, 2009-2010, 2010-2011, 2011-2012, 2012-2013, 2013-2014, 2014-2015, 2015-2016, 2016-2017, 2017-2018, 2018-2019, 2019-2020, 2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028, 2028-2029, 2029-2030, 2030-2031, 2031-2032, 2032-2033, 2033-2034, 2034-2035, 2035-2036, 2036-2037, 2037-2038, 2038-2039, 2039-2040, 2040-2041, 2041-2042, 2042-2043, 2043-2044, 2044-2045, 2045-2046, 2046-2047, 2047-2048, 2048-2049, 2049-2050, 2050-2051, 2051-2052, 2052-2053, 2053-2054, 2054-2055, 2055-2056, 2056-2057, 2057-2058, 2058-2059, 2059-2060, 2060-2061, 2061-2062, 2062-2063, 2063-2064, 2064-2065, 2065-2066, 2066-2067, 2067-2068, 2068-2069, 2069-2070, 2070-2071, 2071-2072, 2072-2073, 2073-2074, 2074-2075, 2075-2076, 2076-2077, 2077-2078, 2078-2079, 2079-2080, 2080-2081, 2081-2082, 2082-2083, 2083-2084, 2084-2085, 2085-2086, 2086-2087, 2087-2088, 2088-2089, 2089-2090, 2090-2091, 2091-2092, 2092-2093, 2093-2094, 2094-2095, 2095-2096, 2096-2097, 2097-2098, 2098-2099, 2099-2100, 2100-2101, 2101-2102, 2102-2103, 2103-2104, 2104-2105, 2105-2106, 2106-2107, 2107-2108, 2108-2109, 2109-2110, 2110-2111, 2111-2112, 2112-2113, 2113-2114, 2114-2115, 2115-2116, 2116-2117, 2117-2118, 2118-2119, 2119-2120, 2120-2121, 2121-2122, 2122-2123, 2123-2124, 2124-2125, 2125-2126, 2126-2127, 2127-2128, 2128-2129, 2129-2130, 2130-2131, 2131-2132, 2132-2133, 2133-2134, 2134-2135, 2135-2136, 2136-2137, 2137-2138, 2138-2139, 2139-2140, 2140-2141, 2141-2142, 2142-2143, 2143-2144, 2144-2145, 2145-2146, 2146-2147, 2147-2148, 2148-2149, 2149-2150, 2150-2151, 2151-2152, 2152-2153, 2153-2154, 2154-2155, 2155-2156, 2156-2157, 2157-2158, 2158-2159, 2159-2160, 2160-2161, 2161-2162, 2162-2163, 2163-2164, 2164-2165, 2165-2166, 2166-2167, 2167-2168, 2168-2169, 2169-2170, 2170-2171, 2171-2172, 2172-2173, 2173-2174, 2174-2175, 2175-2176, 2176-2177, 2177-2178, 2178-2179, 2179-2180, 2180-2181, 2181-2182, 2182-2183, 2183-2184, 2184-2185, 2185-2186, 2186-2187, 2187-2188, 2188-2189, 2189-2190, 2190-2191, 2191-2192, 2192-2193, 2193-2194, 2194-2195, 2195-2196, 2196-2197, 2197-2198, 2198-2199, 2199-2200, 2200-2201, 2201-2202, 2202-2203, 2203-2204, 2204-2205, 2205-2206, 2206-2207, 2207-2208, 2208-2209, 2209-2210, 2210-2211, 2211-2212, 2212-2213, 2213-2214, 2214-2215, 2215-2216, 2216-2217, 2217-2218, 2218-2219, 2219-2220, 2220-2221, 2221-2222, 2222-2223, 2223-2224, 2224-2225, 2225-2226, 2226-2227, 2227-2228, 2228-2229, 2229-2230, 2230-2231, 2231-2232, 2232-2233, 2233-2234, 2234-2235, 2235-2236, 2236-2237, 2237-2238, 2238-2239, 2239-2240, 2240-2241, 2241-2242, 2242-2243, 2243-2244, 2244-2245, 2245-2246, 2246-2247, 2247-2248, 2248-2249, 2249-2250, 2250-2251, 2251-2252, 2252-2253, 2253-2254, 2254-2255, 2255-2256, 2256-2257, 2257-2258, 2258-2259, 2259-2260, 2260-2261, 2261-2262, 2262-2263, 2263-2264, 2264-2265, 2265-2266, 2266-2267, 2267-2268, 2268-2269, 2269-2270, 2270-2271, 2271-2272, 2272-2273, 2273-2274, 2274-2275, 2275-2276, 2276-2277, 2277-2278, 2278-2279, 2279-2280, 2280-2281, 2281-2282, 2282-2283, 2283-2284, 2284-2285, 2285-2286, 2286-2287, 2287-2288, 2288-2289, 2289-2290, 2290-2291, 2291-2292, 2292-2293, 2293-2294, 2294-2295, 2295-2296, 2296-2297, 2297-2298, 2298-2299, 2299-2300, 2300-2301, 2301-2302, 2302-2303, 2303-2304, 2304-2305, 2305-2306, 2306-2307, 2307-2308, 2308-2309, 2309-2310, 2310-2311, 2311-2312, 2312-2313, 2313-2314, 2314-2315, 2315-2316, 2316-2317, 2317-2318, 2318-2319, 2319-2320, 2320-2321, 2321-2322, 2322-2323, 2323-2324, 2324-2325, 2325-2326, 2326-2327, 2327-2328, 2328-2329, 2329-2330, 2330-2331, 2331-2332, 2332-2333, 2333-2334, 2334-2335, 2335-2336, 2336-2337, 2337-2338, 2338-2339, 2339-2340, 2340-2341, 2341-2342, 2342-2343, 2343-2344, 2344-2345, 2345-2346, 2346-2347, 2347-2348, 2348-2349, 2349-2350, 2350-2351, 2351-2352, 2352-2353, 2353-2354, 2354-2355, 2355-2356, 2356-2357, 2357-2358, 2358-2359, 2359-2360, 2360-2361, 2361-2362, 2362-2363, 2363-2364, 2364-2365, 2365-2366, 2366-2367, 2367-2368, 2368-2369, 23

JULY 26, 1923

5

# ROAD PETITION.

To the Honorable Board of County Commissioners of Garfield County, Colo.

GENTLEMEN:—We, the undersigned, Citizens of your County, respectfully represent that the necessities of the public require a County wagon road to be laid out as follows, to-wit: Commencing at a point in the present County road near the south line of the SE  $\frac{1}{4}$  of Section 32 township 6 south range 87 west 6th P. M. and thence in a northerly direction to the SE corner of the NW  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 29 in said Township and Range; thence north to the NW Corner of the SE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 20, in said Township and Range; thence East to the East line of said section 20; thence north along the East line of said Section 20 to the point where said proposed road intersects the County Road north of the North line of said section 20; that said proposed road passes through a portion of sections 17, 20, 29 and 32, Township 6 south range 87 west 6th P. M.

Said road to be not less than sixty (60) feet in width.

We therefore petition your honorable body to cause to be laid out and opened a County road as above described, and we, the owners of the land through which said road is sought to be laid out, in consideration of the sum of one dollar to us each and severally in hand paid by the said County of Garfield the receipt of which is hereby acknowledged, and of the laying out and opening of said road, hereby agree to give the right of way through our lands as shown by the plat accompanying this petition, and relinquish all claims for

The said proposed line of road is more fully shown by the following map or plat to which reference is herein made, the same being in

TOWNSHIP Six South RANGE 87 WEST

36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6
12	7	8	9	10	11	12	7
13	18	17	16	15	14	13	18
24	19	20	21	22	23	24	19
25	30	29	28	27	26	25	30
36	31	32	33	34	35	36	31
1	6	5	4	3	2	1	6

*Superior*

*Buck Point*

*Polston's*

As witness our signatures hereto annexed, and followed by a description of our land this

day of \_\_\_\_\_ 192\_\_

## SIGNATURES

## PROPERTY OWNED

Signature

Min.

To

Amount

*Chas. V. Ulmer.*  
*P. A. Trimble*  
*W. S. Trimble*  
*and J. Watson*  
*William O. Henschel*  
*Guertner & company*  
*Burley Miller*  
*C. W. Miller.*  
*A. L. Cook*

No. 2

IN THE DISTRICT COURT  
IN AND FOR THE COUNTY OF GARFIELD  
AND STATE OF COLORADO  
Civil Action No. 7502

VIRGIL A. GOULD and  
JOYCE H. GOULD,  
  
Plaintiffs,  
  
vs.  
  
MERRILL LAURENCE and  
DOLORES LAURENCE  
  
Defendants.

MEMORANDUM OPINION  
and  
ORDER

This case was tried to the Court on February 4 and 5, 1975. Plaintiffs were represented by T. Peter Craven, Esq. Defendants were represented by Anthony F. Prinster, Esq. of Nelson, Hoskins, Groves & Prinster.

Plaintiffs claim a private right-of-way by prescription for ranching purposes across the "barley patch road" crossing defendants' property in Section 20, Township 6 South, Range 87 West of the 6th P.M. Defendants deny the legal existence of any such right-of-way.

At the conclusion of the trial, the Court granted plaintiffs' motion to permit the deposition of John Heuschkel to be taken and made part of the evidence in the case. Such deposition has been taken and filed. Counsel have also submitted citations of authorities for the Court's consideration.

The Court has considered the evidence, authorities cited by counsel, and the argument of counsel and, on the basis thereof, makes the following findings of fact and conclusions of law and enters the following judgment.

Plaintiffs have acquired two separate sets of proper

which will be referred to as the "Base Property" and the "Rentfle Property." Defendants' property will be referred to as the "Laurence Property." Plaintiffs assert that a right-of-way across the "barley patch road" on the Laurence Property has been created by prescription incident to the use of the Base Property and incident to the use of the Rentfle Property. The ownership and use of the various properties, as far as established by the evidence and relevant to this case, are described herein.

#### LOCATION OF THE PROPERTIES

##### Laurence Property

The Laurence Property consists of the following real property in Garfield County, Colorado:

T6S, R87W, of 6th P.M.

Section 17: All

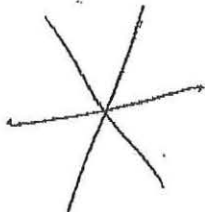
Section 20: W $\frac{1}{2}$ ; NE $\frac{1}{2}$ ; W $\frac{1}{2}$ SE $\frac{1}{2}$ ; NE $\frac{1}{2}$ SE $\frac{1}{2}$

Section 29: NW $\frac{1}{2}$ NE $\frac{1}{2}$

All of the Laurence Property in Section 20 was patented by the United States in 1919 to members of the Leyerly family. It remained in the Leyerly family ownership until July 27, 1940, when it and the balance of the Laurence Property were conveyed to C. P. and Marguerite Ellsworth. On February 4, 1962, the Ellsworths conveyed the Laurence Property to the defendants, who continue to own it.

The Laurences reside on a separate piece of property owned by them and located between two and three miles south of the southerly boundary of the Laurence Property.

The roadway in dispute in this litigation (the "barley patch road") is a continuation of a county road which terminates its status as such as it arrives from the south at the south boundary of the NW $\frac{1}{2}$ NE $\frac{1}{2}$  of Section 29, T6S, R87W of the 6th P.M. The barley patch road proceeds northerly and westerly through



Section 20, T6S, R87W of the 6th P.M. until it exits on the westerly boundary of the NW $\frac{1}{4}$  of that section at the Consolidated Reservoir. Another branch continues northerly and exits Section 20 on the north boundary of the NW $\frac{1}{4}$  of that section. The location of the westerly branch is sketched on Plaintiffs' Exhibit A.

A stock driveway one-half mile in width is contiguous to the west boundary of the Laurence Property. Within that stock driveway just west of the NW $\frac{1}{4}$  of Section 20 lies the Ralston Reservoir, also known as the Consolidated Reservoir.

Base Property

The Base Property consists of two non-contiguous parcels of land, the "Lower Base Property" and the "Upper Base Property."

The Lower Base Property consists of the following real property in Garfield County, Colorado:

T6S, R87W of the 6th P.M.

Section 31: Lots 8, 9, 10, 11, 12, 13, 14  
Section 32: Lot 3

T7S, R87W of the 6th P.M.

Section 5: Lot 4  
Section 6: Lots 1, 2, 4, 5, 10, 12, 13; SE $\frac{1}{4}$ NW $\frac{1}{4}$

T7S, R88W of the 6th P.M.

Section 1: SE $\frac{1}{4}$ NE $\frac{1}{4}$

The Upper Base Property consists of the following real property in Garfield County, Colorado:

T6S, R88W of the 6th P.M.

Section 14: E $\frac{1}{4}$ ; E $\frac{1}{2}$ W $\frac{1}{2}$   
Section 23: N $\frac{1}{2}$ NE $\frac{1}{4}$   
Section 24: NW $\frac{1}{4}$ ; W $\frac{1}{2}$ NE $\frac{1}{4}$

The nearest point on the Upper Base Property to a point on the Lower Base Property is 2 $\frac{1}{2}$  miles north and  $\frac{1}{2}$  mile west of said latter point.

No. 3



October 1953

## Resolution

Whereas, The County of Garfield, Colorado, has in accordance with the terms of Senate Bill 170, enacted by the 1953 General Assembly of the State of Colorado, determined and designated a County Road System consisting of primary and secondary highways or roads, and has prepared a map of said System, wherein the primary roads are designated by numbers; and

Whereas, as required by Section 10, of said Act. Notice of Intent to Adopt said map as the official map of the County Road System, has been published once each week in the Rifle Telegram newspaper of general circulation, published in Garfield County for successive weeks, being three (3) publications, as evidenced by Publisher's Affidavit; and

Whereas, on the 9 day of Oct A. D. 1953, at 10.00 A. M. at Glenwood Springs, Colorado, all interested persons desiring to be heard were heard by the Board of County Commissioners;

Whereas, the Board has given full consideration to the recommendations of said persons;

NOW, THEREFORE BE IT RESOLVED That the Board of County Commissioners at its meeting on the 9 day of October, 1953, hereby adopts, effective on and after December 31, 1953, as its County Road System, those roads or highways shown on the map denominated of "The County Road System of Garfield County" dated October 9, 1953 which map shows the primary and secondary systems thereof.

The Clerk shall file and preserve the said Map and Publishers affidavit as required by law for such maps and Affidavits and forthwith shall send a certified copy of this Resolution and of said Map to the Department of Highways.

The Board adjourned at 12 o'clock until Monday, November 2, 1953 or subject to the call of the chairman.

Charles J. Tregan  
Clerk

Samuel Williams  
Chairman

October 20, 1953

No. 4

**Stacia Kuhn - Fw: Information on Garfield County Rd 121**

---

**From:** "Kuhn Family" <pskuhn@attbi.com>  
**To:** "Stacia Dawn Kuhn" <kuhns@s-d.com>  
**Date:** 11/23/2002 11:27 AM  
**Subject:** Fw: Information on Garfield County Rd 121

---

----- Original Message -----

From: Tessar, Paul <Paul.Tessar@dot.state.co.us>  
To: <kuhns@s-b.com>  
Sent: Wednesday, November 20, 2002 11:26 AM  
Subject: Information on Garfield County Rd 121

Stacie,

Attached is the information you requested on the subject road.

Feel free to give me a call if we can be of further assistance.

Paul Tessar  
Dept. of Transportation EP B-606  
4201 E. Arkansas Ave.  
Denver, CO 80222

Phone: 303-757-9805  
Fax: 303-757-9727  
email: paul.tessar@dot.state.co.us <<Garf121.doc>>

HUTF Updates - [Garfield County]

File Edit View Options Help

Route	Segmid	Route Name	From	To
121	100	121	113	NE 115
121	200	121	115	NE PG
121	300	121	PG	NE PG END
122	100	122	113	SE COLI
123	100	123	COLI	NE 124
123	200	123	124	E 108
124	100	124	LG	E 123
125	100	125	108	NW SRFCHWIDCH
125	200	125	SRFCHWIDCH	NW SRFCHWIDCH
125	300	125	SRFCHWIDCH	NW SRFCH
125	400	125	SRFCH	NW 117
126	100	126	117	SW END
127	100	127	BGN	NE SRFCH
127	200	127	SRFCH	NE URB BDRY

Appendix A Operations Systems Secondary Traffic Other

Route: 121 Administrative class: B Open non-HUTF Eligible

Segment ID: 300 Jurisdictional Split:

Length: 1.47 Miles Functional Class: 9 Local-Rural

Surface Type: 20 Unimproved HPMSID:

Surface Width: 12 Feet Surface Condition: 1.00 Build Yr: 0

Number of Lanes: 1 Inspect Yr: 1976 Project Yr:

Description: 121 from PG NE to PG END

Print Summary Only

Ready

from Foster Gate north 1.47 miles

.22  
 1.37  
 1.47  
 ---  
 3.06 miles

HUTF Update - [Garfield County]

File Edit View Options Help

Route Segmid Route Name From To

121	100	121	113	NE 115
121	200	121	115	NE PG
121	300	121	PG	NE PG END
122	100	122	113	SE COLI
123	100	123	COLI	NE 124
123	200	123	124	E 108
124	100	124	LG	E 123
125	100	125	108	NW SRFCHWIDCH
125	200	125	SRFCHWIDCH	NW SRFCHWIDCH
125	300	125	SRFCHWIDCH	NW SRFCH
125	400	125	SRFCH	NW 117
126	100	126	117	SW END
127	100	127	BGN	NE SRFCH
127	200	127	SRFCH	NE URB BDRY

Appendix "A" Operations Systems Secondary Traffic Other

Route 121 Administrative Class 1 Arterial Service

Segment ID 100 Jurisdictional Split

Length 0.22 Miles Functional Class 9 Local-Rural

Surface Type 40 Soil, Gravel or Ston HPMSID

Surface Width 20 Feet Surface Condition 4.00 Built Yr 0

Number of Lanes 2 Inspect Yr 2000 Project Yr

Description 121 From 113 NE To 115

Print Summary Only

Ready

HUTF Update - [Garfield County]

File Edit View Options Help

Route Segmid Route Name From To

121	100	121	113	NE 115
121	200	121	115	NE PG
121	300	121	PG	NE PG END
122	100	122	113	SE COLI
123	100	123	COLI	NE 124
123	200	123	124	E 108
124	100	124	LG	E 123
125	100	125	108	NW SRFCHWIDCH
125	200	125	SRFCHWIDCH	NW SRFCHWIDCH
125	300	125	SRFCHWIDCH	NW SRFCH
125	400	125	SRFCH	NW 117
126	100	126	117	SW END
127	100	127	BGN	NE SRFCH
127	200	127	SRFCH	NE URB BDRY

Appendix "A" Operations Systems Secondary Traffic Other

Route 121 Administrative Class 2 Local Service

Segment ID 200 Jurisdictional Split

Length 1.37 Miles Functional Class 9 Local-Rural

Surface Type 40 Soil, Gravel or Ston HPMSID

Surface Width 16 Feet Surface Condition 4.00 Built Yr 0

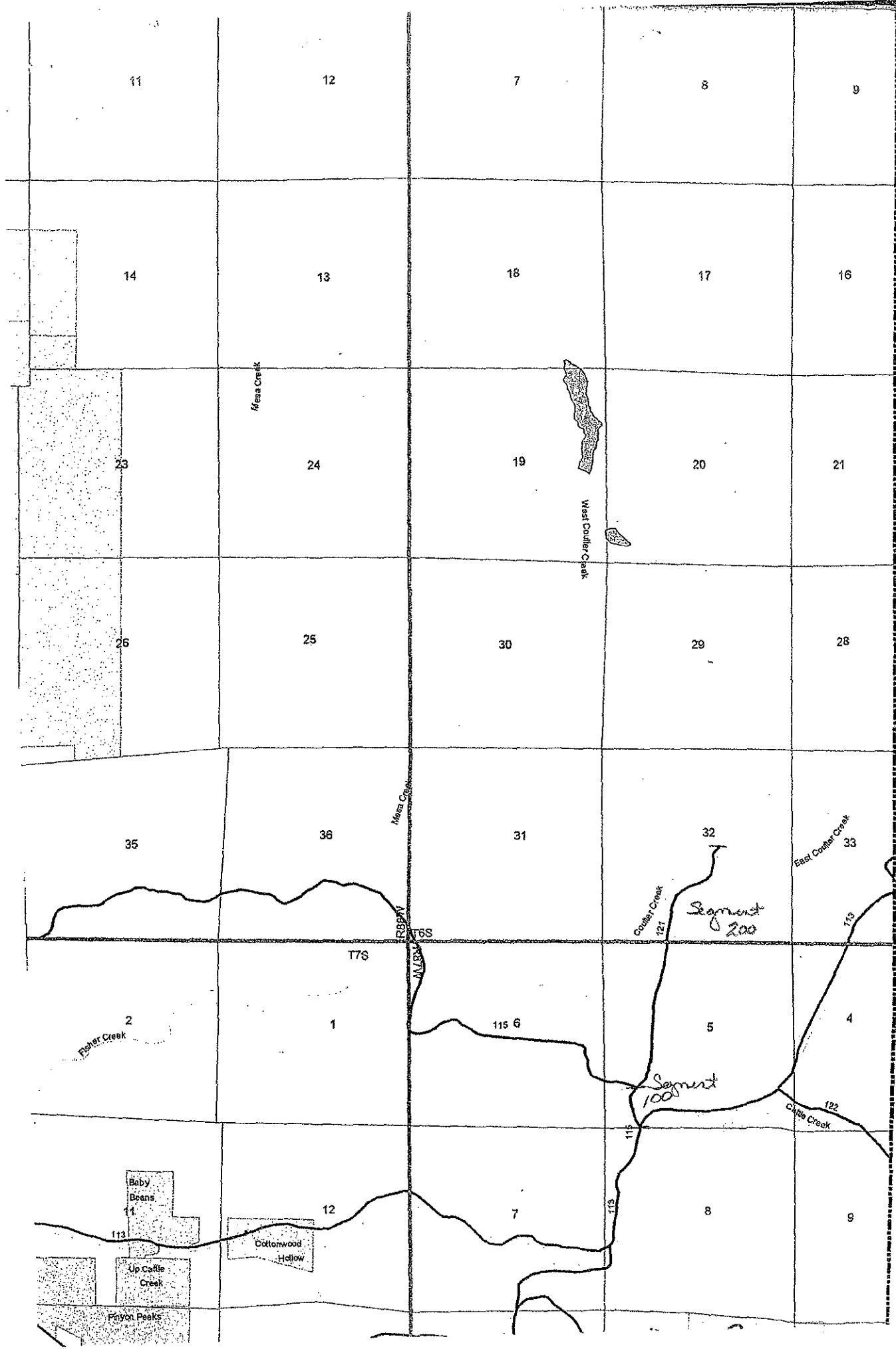
Number of Lanes 2 Inspect Yr 2000 Project Yr

Description 121 From 115 NE To PG

Print Summary Only

Ready

159



EAGLE CO

GARFIELD COUNTY ROADMAP

## Stacia Kuhn - Road Inventory

---

**From:** "Rob Hykys" <rhykys@garfield-county.com>  
**To:** <kuhns@s-d.com>  
**Date:** 11/20/2002 9:37 AM  
**Subject:** Road Inventory

---

Hi, Stacia,

Attached are 2 EXCEL files:

1. HUTFgarf.xls: This is the file from CDOT, containing detailed information by road segment. (HUTF = Highway Users Tax Fund)
2. Number\_name.xls: This is a current working file, more up to date than the HUTF, containing only county road names and numbers. I am working on it now, so there will be more changes coming. This may or may not be helpful to you.

Rob

Robert P. Hykys  
GIS Analyst  
Garfield County Information Systems Dept.  
109 8th Street  
Suite 205  
Glenwood Springs CO 81601  
970-945-1377 Ext 1590  
970-945-7785 FAX  
rhykys@garfield-county.com

<<number\_name.xls>> <<HUTFgarf.xls>>

FIPSCounty	route	segmID	length	updateYr	funcClassID	adminClass	NHSDesig	jurSplit	prilRI	prIPSI
045	1	100	0.54	1976	9	8	0		0	2.5
045	1	300	1.21	1976	9	8	0		0	2.5
045	100	100	0.18	1999	9	2	0		0	4
045	100	200	0.03	1999	8	1	0		102	4
045	100	400	2.9	1998	8	1	0		102	2.5
045	100	500	0.57	1997	8	1	0		196	4
045	100	600	2.31	1999	8	1	0		102	1
045	100	700	1.46	1999	8	1	0		102	2.5
045	100	800	0.9	1999	8	1	0		102	2.5
045	101	100	0.5	1996	9	2	0		0	4
045	101	200	0.53	1997	9	2	0		0	1
045	102	100	0.73	1997	9	1	0		0	2.5
045	102	200	0.79	1997	9	1	0		0	2.5
045	102	300	0.2	1997	9	1	0		0	2.5
045	102	400	0.69	1997	9	1	0		0	2.5
045	103	100	0.72	1997	8	1	0		0	2.5
045	103	200	0.6	1997	8	1	0		0	2.5
045	103	300	0.58	1997	8	1	0		0	2.5
045	103	400	0.6	1997	8	1	0		0	2.5
045	103	500	0.3	1997	8	1	0		0	2.5
045	103	600	0.02	1997	8	1	0		0	2.5
045	103	700	0.3	1998	8	1	0		0	2.5
045	103	800	0.57	1998	8	1	0		0	2.5
045	103	900	0.65	1992	8	1	0		0	4
045	103A	100	0.11	1997	9	1	0		0	4
045	103B	100	0.23	1997	9	1	0		0	4
045	103C	100	0.29	1997	9	1	0		0	4
045	104	100	0.2	1999	9	2	0		0	2.5
045	104	200	0.21	1999	9	2	0		0	1
045	105	100	0.55	1997	9	2	0		0	2.5
045	106	200	0.83	1997	9	1	0		0	4
045	106	310	0.02	1997	9	1	0		0	2.5
045	106	500	0.68	1999	9	1	0		0	2.5
045	107	100	0.07	1997	9	2	0		0	2.5
045	107	200	1.06	1976	9	2	0		0	2.5
045	108	100	0.25	1997	8	1	0		102	2.5
045	108	200	2.2	1997	8	1	0		102	2.5
045	108	300	2.55	1997	8	1	0		102	2.5
045	108	400	0.1	1998	8	1	0		102	2.5
045	108	500	0.47	1997	8	1	0		102	4
045	109	100	1.2	1999	9	1	0		0	4
045	109	200	1	1999	9	2	0		0	1
045	109	300	3.7	1999	9	2	0		0	4
045	109	400	0.42	1997	9	1	0		0	1
045	109	500	0.02	1997	9	1	0		0	4
045	110	100	1.17	1997	9	1	0		0	2.5
045	111	100	1.22	1997	9	1	0		0	2.5
045	112	100	3.09	1997	9	1	0		0	2.5
045	113	100	3.5	1999	7	1	0		102	2.5
045	113	200	3.69	1997	7	1	0		102	2.5

045	113	300	0.76 2000	7	1	0	0	4
045	113	400	2.34 2000	7	1	0	0	4
045	114	100	1.58 1999	8	2	0	196	4
045	114	200	1.56 1998	8	1	0	102	1
045	114	300	1.3 2000	8	1	0	0	4
045	115	100	2.5 1997	8	1	0	0	1
045	115	150	0.4 1997	8	1	0	0	1
045	115	200	3.2 1997	8	1	0	0	2.5
045	115	300	4.9 1999	9	1	0	0	4
045	116	100	0.06 1990	19	2	0	0	2.5
045	116	200	0.26 1997	19	0	0	0	1
045	116	300	0.55 1988	19	2	0	0	1
045	116	400	0.27 1995	19	0	0	0	1
045	116	500	0.16 1995	19	2	0	0	1
045	117	100	3.22 1997	9	2	0	0	1
045	117	200	0.54 1997	9	2	0	0	1
045	117	300	1.2 1976	9	2	0	0	2.5
045	117	400	1.89 1976	9	2	0	0	4
045	117	500	0.37 1976	8	1	0	102	4
045	117	600	5.27 2000	8	1	0	196	4
045	117	700	3.2 2000	8	1	0	289	2.5
045	117	750	0.2 1999	17	1	0	289	1
045	117	800	0.25 1988	17	1	0	196	4
045	117	840	0.59 1999	17	0	0	196	2.5
045	117	860	0.2 1999	17	1	0	196	2.5
045	117	900	0.23 1988	17	0	0	196	4
045	117A	100	0.25 1976	9	8	0	0	2.5
045	117A	200	0.62 1988	9	1	0	0	2.5
045	118	100	0.11 1998	9	2	0	0	1
045	118	200	0.05 1998	9	2	0	0	4
045	118	300	0.1 1998	9	2	0	0	4
045	119	100	2.8 1999	9	2	0	0	1
045	119	200	0.84 1999	9	2	0	0	2.5
045	120	100	2.38 1997	9	2	0	0	1
045	120	200	3.36 1976	9	2	0	0	1
045	121	100	0.22 2000	9	1	0	0	4
045	121	200	1.37 2000	9	2	0	0	4
045	121	300	1.47 1976	9	8	0	0	1
045	122	100	0.75 2000	8	1	0	0	1
045	123	100	0.23 1976	9	1	0	0	1
045	123	200	0.78 1976	9	1	0	0	1
045	124	100	0.2 1999	9	2	0	0	1
045	125	100	2.1 2000	9	2	0	0	4
045	125	200	2 1998	9	2	0	0	1
045	125	300	1.3 1999	9	2	0	0	4
045	125	400	0.35 1999	9	2	0	0	4
045	126	100	1.8 2000	9	2	0	0	4
045	127	100	0.42 1997	9	2	0	0	1
045	127	200	0.61 1997	9	2	0	0	2.5
045	127	300	0.2 1997	19	2	0	0	2.5
045	128	100	0.08 1988	16	0	0	196	2.5

3.06

from 115  $\Rightarrow$  Laura's 2000  
is 3.

InspYr	projYr	priSurf	priSurfWd	thruLnQty	thruLnWd	routeName
1976		52	18	2	9	1
1976		52	18	2	9	1
1999		61	22	2	11	100
1999		61	24	2	12	MAIN AV
1998		52	24	2	12	CATHERINE STONE RD
1997		61	26	2	12	CATHERINE STONE RD
1999		53	22	2	11	100
1999		52	22	2	10	100
1999		53	22	2	10	100
1996		53	22	2	12	WHITE HILL RD
1997		40	16	2	12	WHITE HILL RD
1997		53	21	2	10	102
1997		53	21	2	10	102
1997		53	21	2	10	102
1997		53	21	2	10	102
1997		53	24	2	12	CRYSTAL SPRINGS RD
1997		53	24	2	12	CRYSTAL SPRINGS RD
1997		53	22	2	11	CRYSTAL SPRINGS RD
1997		53	24	2	12	CRYSTAL SPRINGS RD
1997		53	24	2	12	CRYSTAL SPRINGS RD
1997		53	24	2	12	CRYSTAL SPRINGS RD
1998		40	24	2	12	CRYSTAL SPRINGS RD
1998		40	20	2	10	CRYSTAL SPRINGS RD
1992		53	22	2	11	CRYSTAL SPRINGS RD
1997		53	24	2	12	ORCHARD LN
1997		53	24	2	12	DEER PARK CT
1997		53	24	2	12	RED WING LN
1999		52	20	2	8	104
1999		40	16	2	8	104
1997		40	14	1	12	105
1997		53	16	2	11	106
1997		51	12	1	12	106
1999		51	22	2	11	SATANK RD
1997		52	12	1	12	107
1976		40	12	1	12	107
1997		53	24	2	12	108
1997		53	24	2	12	108
1997		53	24	2	12	108
1998		53	24	2	12	108
1997		53	24	2	12	108
1999		61	24	2	12	109
1999		40	18	2	9	109
1999		61	24	2	12	109
1997		61	24	2	12	109
1997		61	24	2	12	109
1997		40	16	2	8	110
1997		53	22	2	11	111
1997		53	20	2	8	112
1999		53	24	2	12	COTTONWOOD PASS RD
1997		53	22	2	12	113

2000	40	24	2	12 113
2000	40	16	2	8 113
1999	53	26	2	12 114
1998	53	26	2	12 114
2000	40	24	2	12 114
1997	40	16	1	8 115
1997	40	26	2	8 115
1997	40	26	2	12 115
1999	40	26	2	12 115
1990	52	22	2	11 116
1997	52	22	2	11 116
1988	52	22	2	11 116
1995	52	22	2	11 116
1995	52	22	2	10 116
1997	40	16	2	8 117
1997	40	16	2	8 117
1976	40	24	2	12 117
1976	40	24	2	12 117
1976	52	24	2	12 117
2000	52	24	2	12 117
2000	52	24	2	12 117
1999	52	24	2	12 117
1988	52	20	2	10 MIDLAND AV
1999	52	20	2	10 MIDLAND AV
1999	52	20	2	10 MIDLAND AV
1988	52	24	2	12 MIDLAND AV
1976	40	40	2	15 117A
1988	52	20	2	10 117A
1998	40	16	2	8 MT SOPRIS RANCH RD
1998	53	24	2	12 MT SOPRIS RANCH RD
1998	53	24	2	12 MT SOPRIS RANCH RD
1999	20	16	2	12 119
1999	40	16	2	8 119
1997	40	12	1	12 120
1976	20	12	1	12 120
2000	40	20	2	8 121
2000	40	16	2	12 121
1976	20	12	1	12 121
2000	40	16	2	8 122
1976	40	14	1	7 123
1976	40	14	1	7 123
1999	20	12	1	12 124
2000	40	24	2	12 125
1998	30	18	2	9 125
1999	40	24	2	12 125
1999	53	24	2	12 125
2000	40	14	1	12 126
1997	40	12	1	12 127
1997	53	16	2	8 127
1997	53	16	2	8 127
1988	61	24	2	12 MIDLAND AV

fromFeature	toFeature	segmDir	segmPrefix
SH 6	STR	SE	
STR	SH 6	NE	
SNOWMASS DR	MAIN AV	N	
ECL	RRX	E	
RRX	STR	E	
STR	SH 82	N	
SH 82	102	N	
102	103	N	
103	113	N	
100	SRFCH	SE	
SRFCH	GATE	SW	
100	162	E	
162	161	E	
161	161	S	
161	COLI	S	
SH 82	104	NE	
104	112	NE	
112	105	NE	
105	103A	NE	
103A	103B	NE	
103B	SRFCH	NE	
SRFCH	WIDCH	NE	
WIDCH	SRFCH	NE	
SRFCH	100	NE	
103	CDS	SE	
103	CDS	E	
103B	CDS	NE	
103	SRFCH	SE	
SRFCH	CG	SE	
103	GT	NE	
SH 82	RRX	SE	
RRX	STR	S	
STR	WCL CARBONDALE	SE	
SH 82	SRFCH	N	
SRFCH	PG	NE	
COLI	123	N	
123	125	NE	
125	109	NE	
109	STR	S	
STR	WCL CARBONDALE	SE	
108	SRFCH	NW	
SRFCH	SRFCH	NW	
SRFCH	69	NW	
69	STR	NW	
STR	154	NE	
113	114	NE	
SH 133	COLI	E	
103	113	N	
SH 82	112	SE	
112	100	E	

100	121	N
121	COLI	E
SH 82	110	E
110	SRFCH	SE
SRFCH	115	NE
SH 82	119	NE
119	120	E
120	114	E
114	121	E
117	CL	SE
CL	CL	SE
CL	163	SE
163	CL	NE
CL	END	NW
COLI	NFOR	N
NFOR	NFOR	NE
NFOR	88	NE
88	SRFCH	E
SRFCH	NFOR	E
NFOR	125	E
125	CL GLENWOOD	NE
CL GLENWOOD	116	NW
116	CL	NW
CL	CL	NW
CL	CL	NW
CL	27TH ST	NW
31 BGN	SRFCH	NW
31 SRFCH	117	E
LG	SRFCH	N
SRFCH	STR	NE
STR	SH 133	NE
114	SRFCH	W
SRFCH	115	NW
115	SRFCH	N
SRFCH	END	NE
113	115	NE
115	PG	NE
PG	PG END	NE
113	COLI	SE
COLI	124	NE
124	108	E
LG	123	E
108	SRFCH/WIDCH	NW
SRFCH/WIDCH	SRFCH/WIDCH	NW
SRFCH/WIDCH	SRFCH	NW
SRFCH	117	NW
117	END	SW
BGN	SRFCH	NE
SRFCH	URB BDRY	NE
URB BDRY	117	NE
27TH ST	CL	NW

**CR NUM NAME**

30	30
33	33
34	PTARMIGAN DR
35	FAIRVIEW DR
36	36
37	37
42	CEATOR RD
47	47
51	SOPRIS AV
52	52
53	EUCLID AV
54	MESA ST
55	GLENWOOD AV
56	CEDAR ST
57	SOPRIS AV
58	58
59	PINE ST
62	FISHER CEMETERY RD
63	63
64	FISHER CREEK RD
65	65
66	66
68	CORYLL RIDGE RD
69	WESTBANK RD
70	OAK LN
71	FAIRWAY LN
72	MEADOW LN
73	SUNLIGHT DR
74	ALPINE CT
75	DEER PARK CT
76	MEADOWOOD RD
78	BUCK POINT RD
79	BASALT MOUNTAIN RD
80	ELK RANGE RD
81	SUNLIGHT DR
82	82
83	83
87	87
88	88
91	ASPEN WY
92	92
96	GLENWOOD CITY LANDFILL RD
99	SNOWMASS DR
100	CATHERINE STONE RD
101	WHITE HILL RD
102	MISSOURI HEIGHTS
103	CRYSTAL SPRINGS RD
104	BLUE RD
105	CERISE RD

106	SATANK RD
107	RED HILL RD
108	THOMPSON CREEK RD
109	HARDWICK BRIDGE RD
110	OLD DUMP RD
111	DINKLE LAKE RD
112	CRYSTAL SPRINGS MTN
113	CATTLE CREEK RD
113	COTTONWOOD PASS RD
114	CMC RD
115	RED CANYON RD
116	AIRPORT RD
117	FOUR MILE RD
118	MT SOPRIS RANCH RD
119	KINDALL RD
120	LOOKOUT MOUNTAIN RD
121	COULTER CREEK RD
122	UPPER CATTLE CREEK RD
123	MARION CEMETERY RD
124	MARION MINE RD
125	DRY PARK RD
126	BLACK DIAMOND MINE RD
127	THREE MILE RD
128	SOUTH MIDLAND AVE
129	NO NAME LN
130	DONEGAN RD
132	MITCHELL CREEK RD
133	MEL RAY RD
134	S CANON CREEK RD
135	HWY 6 & 24 FRONTAGE RD
136	ROCKN PINES RANCH RD
137	CANON CREEK RD
138	SLAUGHTERHOUSE RD
139	BEAR WALLOW RD
140	COFFEE POT RD
141	HEART LAKE RD
142	BISON LAKE RD
143	DEEP LAKE CAMPGROUND
144	DEEP LAKE EAST RD
145	HUNNS PEAK RD
146	INDIAN CAMP RD
147	VISTA DR
148	PONDEROSA DR
149	CHELYN RD
150	SWEETWATER LAKE RD
151	SWEETWATER COW CAMP RD
152	SWEETWATER LAKE CAMPGROUND
153	BIG FOUR RD
154	OLD HIGHWAY 82
155	TRAPPERS LAKE RD

**CR NUM NAME**

30	30
33	33
34	PTARMIGAN DR
35	FAIRVIEW DR
36	36
37	37
42	CEATOR RD
47	47
51	SOPRIS AV
52	52
53	EUCLID AV
54	MESA ST
55	GLENWOOD AV
56	CEDAR ST
57	SOPRIS AV
58	58
59	PINE ST
62	FISHER CEMETERY RD
63	63
64	FISHER CREEK RD
65	65
66	66
68	CORYLL RIDGE RD
69	WESTBANK RD
70	OAK LN
71	FAIRWAY LN
72	MEADOW LN
73	SUNLIGHT DR
74	ALPINE CT
75	DEER PARK CT
76	MEADOWOOD RD
78	BUCK POINT RD
79	BASALT MOUNTAIN RD
80	ELK RANGE RD
81	SUNLIGHT DR
82	82
83	83
87	87
88	88
91	ASPEN WY
92	92
96	GLENWOOD CITY LANDFILL RD
99	SNOWMASS DR
100	CATHERINE STONE RD
101	WHITE HILL RD
102	MISSOURI HEIGHTS
103	CRYSTAL SPRINGS RD
104	BLUE RD
105	CERISE RD

106	SATANK RD
107	RED HILL RD
108	THOMPSON CREEK RD
109	HARDWICK BRIDGE RD
110	OLD DUMP RD
111	DINKLE LAKE RD
112	CRYSTAL SPRINGS MTN
113	CATTLE CREEK RD
113	COTTONWOOD PASS RD
114	CMC RD
115	RED CANYON RD
116	AIRPORT RD
117	FOUR MILE RD
118	MT SOPRIS RANCH RD
119	KINDALL RD
120	LOOKOUT MOUNTAIN RD
121	COULTER CREEK RD
122	UPPER CATTLE CREEK RD
123	MARION CEMETERY RD
124	MARION MINE RD
125	DRY PARK RD
126	BLACK DIAMOND MINE RD
127	THREE MILE RD
128	SOUTH MIDLAND AVE
129	NO NAME LN
130	DONEGAN RD
132	MITCHELL CREEK RD
133	MEL RAY RD
134	S CANON CREEK RD
135	HWY 6 & 24 FRONTAGE RD
136	ROCKN PINES RANCH RD
137	CANON CREEK RD
138	SLAUGHTERHOUSE RD
139	BEAR WALLOW RD
140	COFFEE POT RD
141	HEART LAKE RD
142	BISON LAKE RD
143	DEEP LAKE CAMPGROUND
144	DEEP LAKE EAST RD
145	HUNNS PEAK RD
146	INDIAN CAMP RD
147	VISTA DR
148	PONDEROSA DR
149	CHELYN RD
150	SWEETWATER LAKE RD
151	SWEETWATER COW CAMP RD
152	SWEETWATER LAKE CAMPGROUND
153	BIG FOUR RD
154	OLD HIGHWAY 82
155	TRAPPERS LAKE RD

156	OLD CARDIFF BRIDGE RD
157	COAL CREEK RD
158	RAMS HORN LAKE RD
159	BEAR RIVER RD
160	CARDIFF CT
161	KINGS ROW DR
162	LA CASITA RD
163	PREHM RD
164	164
165	MOUNTAIN MEADOW RD
166	8TH ST
167	CORYELL RD
168	SUN KING DR
169	CEDAR CREST DR
170	PANORAMA DR
175	CARDINAL LN
176	ROCK LEDGE DR
177	TANAGER DR
178	PTARMIGAN LN
179	179
180	SOCCER FIELD RD
181	STORM KING RD
184	COOP RR SIDING RD
185	185
189	WHITERIVER AV
190	LIONS RIDGE
194	ASH AVE
197	197
198	SECOND ST
200	NORTH DRY FORK RD
201	BAXTER PASS RD
202	KIMBALL CREEK RD
203	203
204	ROAN CREEK DR
205	SALT WASH
206	PRAIRIE CANYON RD
207	CARR CREEK RD
208	LEONARD LAKE RD
209	BRUSH CREEK RD
210	MILE POND RD
211	CLEAR CREEK RD
212	MIDDLE FORK PARACHUTE
213	CONN CREEK RD
214	PEACH VALLEY RD
215	PARACHUTE CREEK RD
216	ANTONELLI LN
217	LITTLE BOX CANYON RD
218	RALEY RD
219	MIDDLE RIFLE CREEK
220	TRIPPS OVER

220	HAY CANYON RD
221	GREEN LN
222	SOUTH DRY FORK RD
223	PETERSON LN
224	COULTER MESA RD
225	ANTLERS LN
226	GRASS VALLEY RD
227	MILLER LN
228	PRETTI LN
229	UKELE LN
230	BAR HL RD
231	FIRST ST
232	MIDDLE FORK PARACHUTE
233	SILT MESA RD
234	BUTLER CREEK RD
235	DAVIS POINT
236	HARNESS LN
237	HARVEY GAP RD
238	SLAUGHTER GULCH RD
239	CEMETERY RD
240	BRUCE RD
241	ELK CREEK RD
242	JQS RD
243	MAIN ELK RD
244	FRAVERT RESERVOIR RD
245	BUFORD RD
246	ANVIL POINTS RD
247	NORTH CUTOFF RD
248	YELLOW SLIDE RD
249	COW CREEK RD
249	ROAN CLIFFS RD
250	BENDETTI RD
251	NORTH HASSE LN
252	WEST RIFLE CREEK RD
253	PICEANCE CREEK RD
254	SAWMILL CANYON RD
255	FAA RD
256	FOUR A RIDGE RD
257	MESA DR
258	KING RD
259	JEWELL LN
260	TIPPITT LN
261	GROFF LN
262	MID-VALLEY LANE
263	WEARE LANE
264	SWALLOW LN
265	PREFONTAINE RD
266	ASGARD SUBDIVISION
267	SKINNER RIDGE RD
268	WEST BAXTER RIDGE RD

269	EAST BAXTER RIDGE RD
270	SCARROW RD
271	TROJAN LN
272	WIDOW SPRING RD
273	COULTER LAKE RD
274	THREE FORKS RD
275	MANSFIELD CREEK RD
276	WEST ELK STOCK DRIVEWAY
277	MIDDLE MOUNTAIN
278	CLARK RIDGE RD
279	MINER SPRINGS
280	MEADOW CREEK RD
281	COW LAKE RD
282	CLINETOP COW CAMP RD
283	MARVIN RD
284	HADLEY GULCH RD
285	BRUSH MOUNTAIN RD
286	ATCHEE RD
287	BUNIGER CANYON
288	288
289	KIMBALL MOUNTAIN RD
290	290
291	STEPHENS HILL
292	LIME STONE QUARRY RD
293	NORTH GRAHAM RD
294	SOUTH GRAHAM RD
295	BIRCH AVE
296	DOKES LN
297	WITTWER LN
298	SMITH DOLL COAL MINE RD
299	299
300	BATTLEMENT PKWY
300	STONE QUARRY RD
301	MORRISANIA MESA RD
302	UNDERWOOD LN
303	GARDNER LN
304	RICHARDSON RD
305	GRAVEL PIT RD
306	WALLACE CREEK RD
307	RIVER BLUFF RD
308	FOUR CORNER RD
309	RULISON/PARACHUTE RD
310	310
311	DIVIDE CREEK RD
312	GARFIELD CREEK RD
313	EAST DIVIDE CREEK RD
314	ALKALI CREEK RD
315	MAMM CREEK RD
316	KNUCKELS CREEK RD
317	BEAVER CREEK RD

318	RIVER RD
319	WEST MAMM CREEK RD
320	RIFLE/RULISON RD
321	TAUGHENBAUGH MESA RD
322	SHAEFFER RD
323	RULISON RD
324	MAXFIELD RD
325	PORCUPINE CREEK
326	CHIPPERFIELD LN
327	HALLS GULCH
328	BALDY CREEK RD
329	SPRUCE CREEK RD
330	330
331	DRY HOLLOW RD
332	332
333	HUNTER MESA RD
334	334
335	COLORADO RIVER RD
336	JENKINS CUTOFF
337	337
338	BATTLEMENT CREEK RD
340	340
341	341
342	FAIRVIEW RD
343	RAVEN RD
344	WEST DIVIDE RD
346	AIRPORT RD
349	349
350	350
351	351
352	GARFIELD COUNTY AIRPORT
353	PETE AND BILL DRAW
354	354
355	355
356	356
357	REMINGTON AVE
359	WHITERIVER AV
360	360
364	364
365	RUNWAY RD
366	RIVERBEND DR
367	PINON RUN
368	GLEN EAGLE CIR
370	BATTLEMENT CREEK TRAIL
371	WILLOW CREEK TR
372	MONUMENT TR
373	TAMARISK TR
374	THUNDERBERG TR
401	401
402	402

403	403
404	404
405	405
406	406
407	407
408	408
409	409
433	433
435	435
436	436
437	437
438	438
439	439
440	440
441	441
442	442
443	443
444	444
450	WILSON LN
451	PANORAMIC DR
455	RAINBOW DR
456	ODIN DR
457	APACHE DR
458	COMANCHERO TR
459	NAVAHO ST
460	UTE AV
461	SHOSHONE TRAIL
462	PEAR CT
463	PEACH CT
464	CHERRY CT
465	APRICOT CI
466	APPLE DR
467	PLUM CT
468	468
470	ROSE LN
471	DAISY DR
472	WILLOW LN
473	COTTONWOOD DR
480	TRAVEL LN
481	MICHAELS CI
482	HIDE AWAY LN
483	WILDWOOD LN
484	484
485	485
490	490
491	491
492	492
494	494
495	495
496	FRONT ST

497	497
498	498
499	LINDEN ST
500	SUNRISE BD
502	PEACH LN
103A	ORCHARD LN
103B	DEER PARK CT
103C	RED WING LN
117A	SUNLIGHT SKI AREA RD
130A	PONDEROSA CI
130B	JUNIPER RD
130C	CHAPPARAL CI
130D	CREEKSIDE CT
133A	PINON DR
133B	MOUNTAIN SHADOW DR
148A	SAGE CI
149A	VAN DORN RD
149B	PIEDMONT RD
151A	LAKE CREEK RD
161A	PRINCE DR
168A	S OAK WY
168B	ASPEN WY
168C	OAKLAND KNOLL
215A	LINDAUER RANCH RD
219EXT	MIDDLE RIFLE CREEK
246A	246A
248A	248A
259A	259A
261A	INGERSOLL LN
300A	BATTLEMENT PY
300B	SPENCER PY
300C	SIPPRELLE DR
301A	WYE CONN
306A	306A
309A	CEMETERY RD
313A	WYE CONN
319A	WYE CONN
334A	SAMON LN
352A	AIRPORT ACCESS
357A	VILLAGE DR
357B	COLT AV
357C	BROWNING DR
357D	SHOTGUN DR
370A	RAMPART PL
370B	BOULDER RIDGE DR
370C	EAGLE ROCK PL
370D	ROAN CREEK DR
370E	ROAN CREEK PL
370F	FAIRWAY DR
370G	MEADOW CREEK DR

370H	VALLEY VIEW PL
370I	MEADOW CREEK CT
370J	MESA VISTA PL
371A	RIDGE VIEW PL
371B	RIDGE VIEW PL
371C	WILLOW CREEK CT
371D	PROMONTORY PL
371E	RIVER VIEW PL
371F	GREEN MESA PL
371G	GREEN MESA PL
371I	EMPIRE CT
372A	ASPEN WY
372AA	LIMBERPINE
372B	SPRUCE CT
372BB	LARKSPUR PL
372C	HACKBERRY LN
372CC	SAGEMONT CI
372D	PINETREE PL
372DD	HOLLY WY
372E	COLUMBINE LN
372EE	NORTHSTAR TR
372F	ROSEWOOD LN
372FF	COTTONWOOD CT
372G	ROSEWOOD WY
372H	CACTUS CT
372I	PONDEROSA CI
372J	LUPINE LN
372K	WINTERGREEN WY
372L	HAWTHORNE WY
372L	HAWTHORNE WY
372M	SUMAC CT
372N	DOGWOOD LN
372N	DOGWOOD LN
372O	OAK CT
372P	BRISTLECONE CT
372Q	JUNIPER LN
372R	WILLOW VIEW WY
372S	PINON PL
372T	LOCUST WY
372U	ALDER CT
372V	LODGEPOLE CI
372W	SNOWBERRY PL
372X	ASTER CT
372Y	POPPY CT
372Z	CEDAR CT
373A	RAINBOW TR
373AA	LITTLE ECHO DR
373B	BLACKHAWK TR
373BB	SILVERPLUME DR
373C	TAMARACK CI

373CC	BLACKHAWK CT
373D	TAMARACK CI
373E	BONANZA PL
373F	BONANZA PL
373G	QUEEN CITY CI
373H	CEDAR CI
373I	LOGANS LN
373J	MAHOGANY CI
373K	TAMARISK CT
373L	SILVERTON CT
373M	SILVERTON CI
373N	SILVERTON PL
373O	SMOKEY HILL CT
373P	SMOKEY HILL CI
373Q	EMERALD LN
373R	RAINBOW CT
373S	SILVERQUEEN C
373T	ORO CT
373U	IRONWEDGE CI
373V	CARSON CI
373W	CARSON CI
373X	SILVERBELL PL
373Y	SILVERBELL PL
373Z	MORNINGSTAR RD
374A	COBRE PL
374B	ELDORA DR
374C	MINERAL SPRINGS CI
374D	PLACER DR
374E	PARACHUTE WY
374F	CLEAR CREEK CI
374G	BENT CREEK CI
374H	PARADOX PL
374J	HORIZON CI
374K	BLACK SULPHUR PL
374L	CRESTONE PL
374M	LITTLE PHOENIX WY
374N	BAKER HILL PL
374P	GOLDFIELD CT
374Q	PINACLE PL
500A	EAST VISTA DR
500B	WEST VISTA DR

*CURRENT?*

RDINDEX=

DISPLAY

DI/1

<< County Road Index >> ~~←~~County Road # 121  
Primary ?Road Name COULTER CREEK ROAD  
Alternate Name EAST COULTER CREEK

In Road District #: 1

Location of Origin - Section 32

Township 6 S

Area / Location N OF CATTLE CREEK SCHOOL HOUSE

Range 87 W

Road Length (MI) 3.06 # of Maintained Miles 1.59

Date Dedicated to Garfield County - -

Public/FS/BLM Road ? PUBLIC

Point of Interest CONSOLIDATED RESERVOIR

Located at MM # .0

Point of Interest COULTER CREEK SCHOOL HSE

Located at MM # .0

Point of Interest

Located at MM # .0

Point of Interest

Located at MM # .0

Intersect With CO RD 115

Intersect With

Intersect With

Intersect With

Point Of Origin

Sub-Div

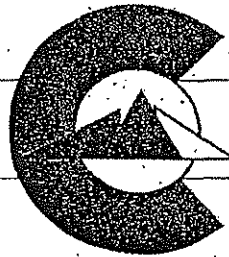
^Edit ^Del ^Go ^F ^Z ^U ^Z ^Add ^Fselect &lt;-prev -&gt;next ESCexit

*Continued County Road Inventory?*

No. 5

---

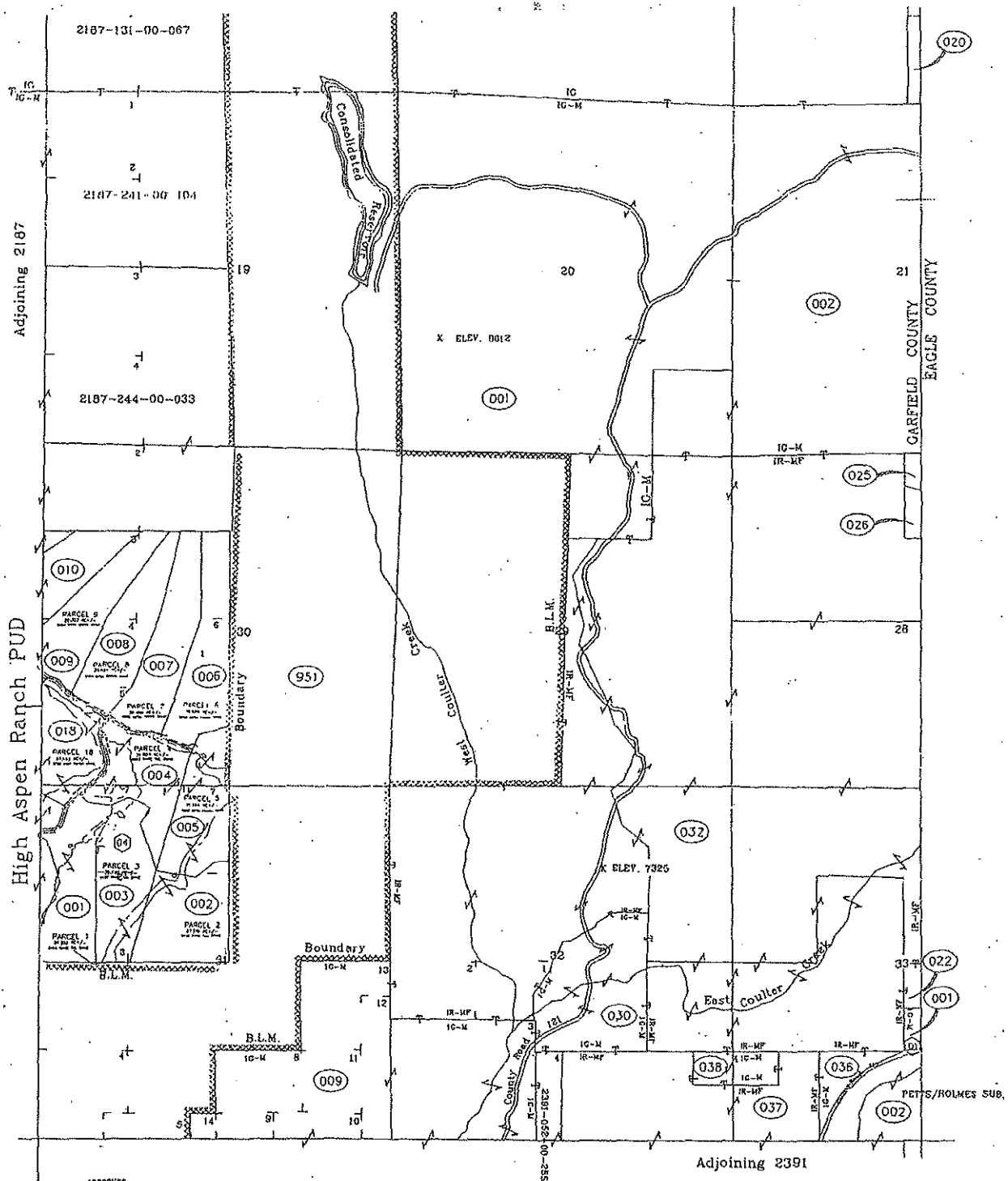
FROM THE OFFICES OF



*Garfield County*

*SHANNON HURST*  
*Assessor*

DATED 11/15/02



2189

T.6S. - R.87W.

## SCHENK, KERST &amp; DEWINTER

ATTORNEYS AT LAW

FIRST NATIONAL BANK BUILDING

SUITE 310, 302 EIGHTH STREET

GLENWOOD SPRINGS, COLORADO 81601

(303) 945-2447

JOHN R. SCHENK  
DAN KERST  
WILLIAM J. DEWINTER, III

August 5, 1986

Mr. Jim Nieslanik  
7203 - 115 Road  
Glenwood Springs, CO 81601

RE: County Road 121 Vacation

Dear Jim:

I met with the Garfield County Commissioners on August 4, 1986 to discuss the idea of vacating the unmaintained portion of County Road 121 lying between the improvements on the Peterson Ranch and the south boundary of the Laurence Ranch. Commissioners Schmueser and Richardson both expressed strong opposition to the vacation of any public roads, indicating that they were quite concerned about the number of public roads throughout the County which were being unilaterally closed off by property owners. Both indicated that they would oppose any vacation if it served to limit or in any way restrict access to public or private lands previously accessed by the road. Flaven Cerise was more open to consider a request if we can establish that all affected property owners and users of the road are in agreement with the vacation.

Schmueser and Richardson left the door slightly open by indicating that we could make a factual presentation in support of a Petition for vacation of the road and attempt to convince them that "no one" would be affected by vacating the road. As you can see, with the current Board of Commissioners and their attitudes as expressed above, we are not likely to succeed in getting the road vacated. When I inquired about maintenance of the road, Schmueser indicated that the County would maintain the road if we requested. However, County maintenance of the road may only serve to encourage public use of the road, a result which you probably do not want. However, I am sure we can induce the County to maintain the road if you so desire.

If you and the other affected property owners want to proceed to file a Petition to vacate the road, we will need to carefully compile the evidence to be presented at a hearing on the Petition which must establish that the road closure will not adversely affect any public user not participating in the Petition. I will look forward to your further direction in this regard.

Yours very truly,

  
DAN KERST

DK/rei

No. 6

August, 1986 - Page 761

PROCEEDINGS OF THE BOARD OF COUNTY COMMISSIONERS, GARFIELD COUNTY, COLORADO

THE JULY 28, 1986 MEETING WAS CANCELLED BY DECISION OF THE BOARD.

August 4, 1986

The regular meeting of the Board of County Commissioners began at 9:00 A.M. on Monday, August 4, 1986 with Chairman Larry Schmueser and Commissioners Bob Richardson and Flaven J. Cerise present. Also present were County Administrator, Chuck Deschenes; Attorney Don DeFord and Clerk & Recorder Mildred Alsdorf.

The Board welcomed the new County Administrator, Chuck Deschenes to Garfield County and to the County Administration Department.

Dan Kerst discussed the position of the county on the vacation of a portion of County Road 121 requested by Jim Nieslanik and other adjacent landowners. After considerable discussion regarding the closure of other county roads and in consideration of an investigation of roads already closed in the county by citizens, the Board informed Dan they were not in favor of road closures.

King Lloyd, Road & Bridge Contract Consultant, discussed the state bids for snow plows. The 1967 Bobtail truck in the Glenwood Springs shop and the 1932 FWD in the Rifle Shop needed to be replaced and the state bids were for a 2-wheel and a 4-wheel. After considerable discussion the Board directed King to get some prices for two four-wheel drive trucks and return with the information at a special meeting to be held on Friday, August 8, 1986.

There was a discussion with County Planner Mark Bean regarding the Rifle Land Associates request for an amendment to the Rifle Airport Planned Unit Development clarifying an earlier amendment that the Co-generation facility is intended to be included as an accessory facility to the power plant itself. Commissioner Cerise made a motion that the proposed amendment to the Rifle Airport Planned Unit Development be referred to the Planning Commission. Commissioner Richardson seconded the motion; carried. After discussion with Mark regarding a request for an extension on the Rifle Airport PUD Preliminary Plan approval, Commissioner Cerise made a motion that the Board approve an extension of the Rifle Airport PUD Preliminary Plan for one year to December, 1987 and that Mark be authorized to draw up the necessary documents. Commissioner Richardson seconded the motion; carried.

Commissioner Cerise made a motion that the Chairman be authorized to sign a Request for Reimbursement to the Department of Energy for \$25,600.19. Commissioner Richardson seconded the motion; carried.

After discussion with Mark regarding Department of Energy Financial Assistance Award, Commissioner Richardson made a motion that the Chairman be authorized to sign the Notice of Financial Assistance Award Document and the Federal Cash Transaction Reports for the Department of Energy grants. Commissioner Cerise seconded the motion; carried.

Commissioner Cerise made a motion that the Chairman be authorized to sign the Third Addendum to the Consulting Agreement with Dennis Stranger for the Department of Energy Grant. Commissioner Richardson seconded the motion; carried.

Mark discussed the fee schedule for the land use permits and flood plain permit fees and the Board directed him to get information regarding the time spent on each situation and make recommendations to the Board at the next meeting.

Commissioner Richardson made a motion that the Chairman be authorized to sign Resolution No. 86-80 approving the payment of claims against the county for the 2nd run of June, 1986. Commissioner Cerise seconded the motion; carried.

County Administrator Chuck Deschenes discussed the payroll expenditures and claims against the County for the month of July, 1986 and Commissioner Cerise made a motion the Board approve the payroll expenditures for the month of July, 1986. Commissioner Richardson seconded the motion; carried.

Commissioner Cerise made a motion that the Board approve the payment of claims against the county for the 1st run of July, 1986. Commissioner Richardson seconded the motion; carried.

PETITION FOR ABANDONMENT OF ROAD RIGHT OF WAY

WHEREAS, the road right of way which is the subject of this Petition and which is hereinafter referred to as the "Road Right of Way" is described as follows:

(LEGAL DESCRIPTION TO BE INSERTED)

WHEREAS, the Petitioners are owners of all properties upon which is located or which are served by the Road Right of Way; and

WHEREAS, Garfield County does not provide maintenance of the Road Right of Way which is a part of County Road 121; and

WHEREAS, to the extent any part of the Road Right of Way is a public county road right of way pursuant to Deed, prescription or otherwise, the Petitioners desire that said public county right of way be abandoned; and

WHEREAS, vacation of the Road Right of Way will not leave any land adjoining said roadway without an established public road connecting said land without another established public road.

NOW THEREFORE, Plaintiffs hereby petition the Board of County Commissioners of Garfield County, Colorado to declare the above described Road Right of Way abandoned as a public county road in accordance with the provisions of Part 3, Article 2, Title 43 of the Colorado Revised Statutes, as amended.

RESPECTFULLY SUBMITTED, this \_\_\_\_\_ day of \_\_\_\_\_,

1986.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

EASEMENT AGREEMENT

THIS AGREEMENT between the undersigned is made this \_\_\_\_\_ day of \_\_\_\_\_, 1986, WITNESSETH:

WHEREAS, the road right of way which is the subject of this Petition and which is hereinafter described as the "Road Right of Way" is described as follows:

(LEGAL DESCRIPTION TO BE PROVIDED)

WHEREAS, certain of the undersigned are owners of real property upon which the Road Right of Way is located; and

WHEREAS, the real property owned by the undersigned and which is subject to or served by the Road Right of Way is described on Exhibit "A" which is attached hereto and incorporated herein by this reference; and

WHEREAS, certain of the undersigned are the owners of real property served by the Road Right of Way; and

WHEREAS, the undersigned have petitioned the Board of County Commissioners of Garfield County, Colorado to abandon the Road Right of Way as a public county road right of way; and

WHEREAS, the County Commissioners of Garfield County, Colorado have adopted a Resolution abandoning the Road Right of Way as a public county road right of way; and

WHEREAS, the parties desire to establish a private, nonexclusive easement and right of way for access over and across the Road Right of Way to their respective properties.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. To the extent of their respective interests in the real property described on Exhibit "A" attached hereto and incorporated herein by this reference, the undersigned hereby grant, convey, reserve and create a private, nonexclusive easement and right of way over and across the Road Right of Way as hereinabove described, which easement and right of way shall be for the private use of the parties hereto and their respective, guests, invitees, employees, agents, successors and assigns; provided that said easement and right of way may only be conveyed concurrently with and as appurtenant to some part of the real property described on Exhibit "A" attached hereto and incorporated herein by this reference.

2. The Road Right of Way shall not be open to public use and shall not be deemed a public right of way for any purpose.

Restriction of Access (i.e. gates)

Maintenance - grading, surfacing, snow removal

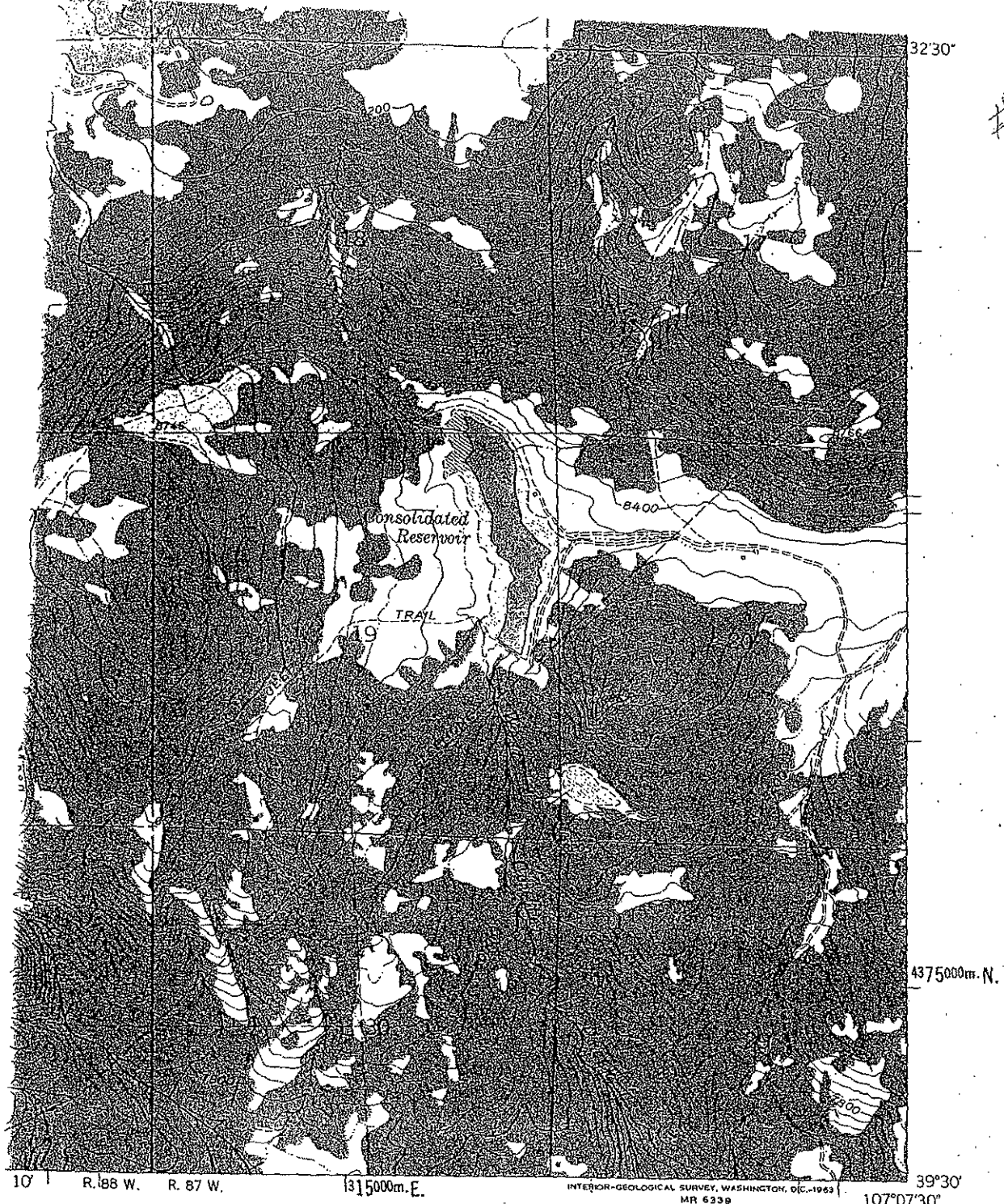
Cost sharing

Enforcement of restrictions and cost sharing

Need legal descriptions of properties

Confirm description of road right of way (beginning and ending points)

No. 7



#8

LE



QUADRANGLE LOCATION

ROAD CLASSIFICATION

Medium-duty... ——— Light-duty... ———

Unimproved dirt =====

U.S. Route

SHOSHONE, COLO.

N3930-W10707.5/7.5

1961

(LEON)

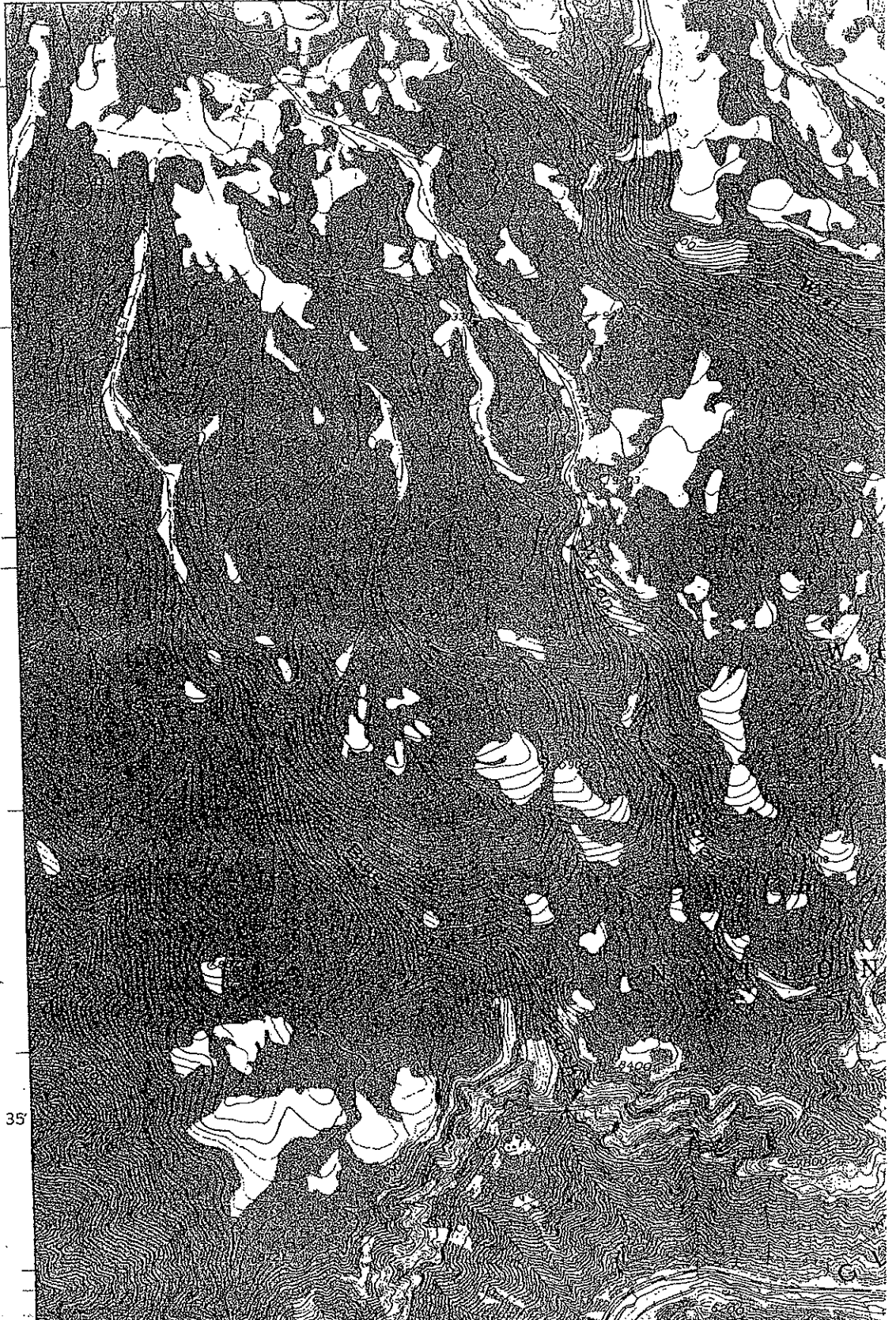
Wood Springs  
1:25,000

UNITED STATES  
DEPARTMENT OF THE INTERIOR  
GEOLOGICAL SURVEY

107°15'  
39°37'30"  
4388000m. N.

308000m. E.

1230



35'

SHOSHONE QUADRANGLE  
COLORADO-GARFIELD CO  
7.5 MINUTE SERIES (TOPOGRAPHIC)

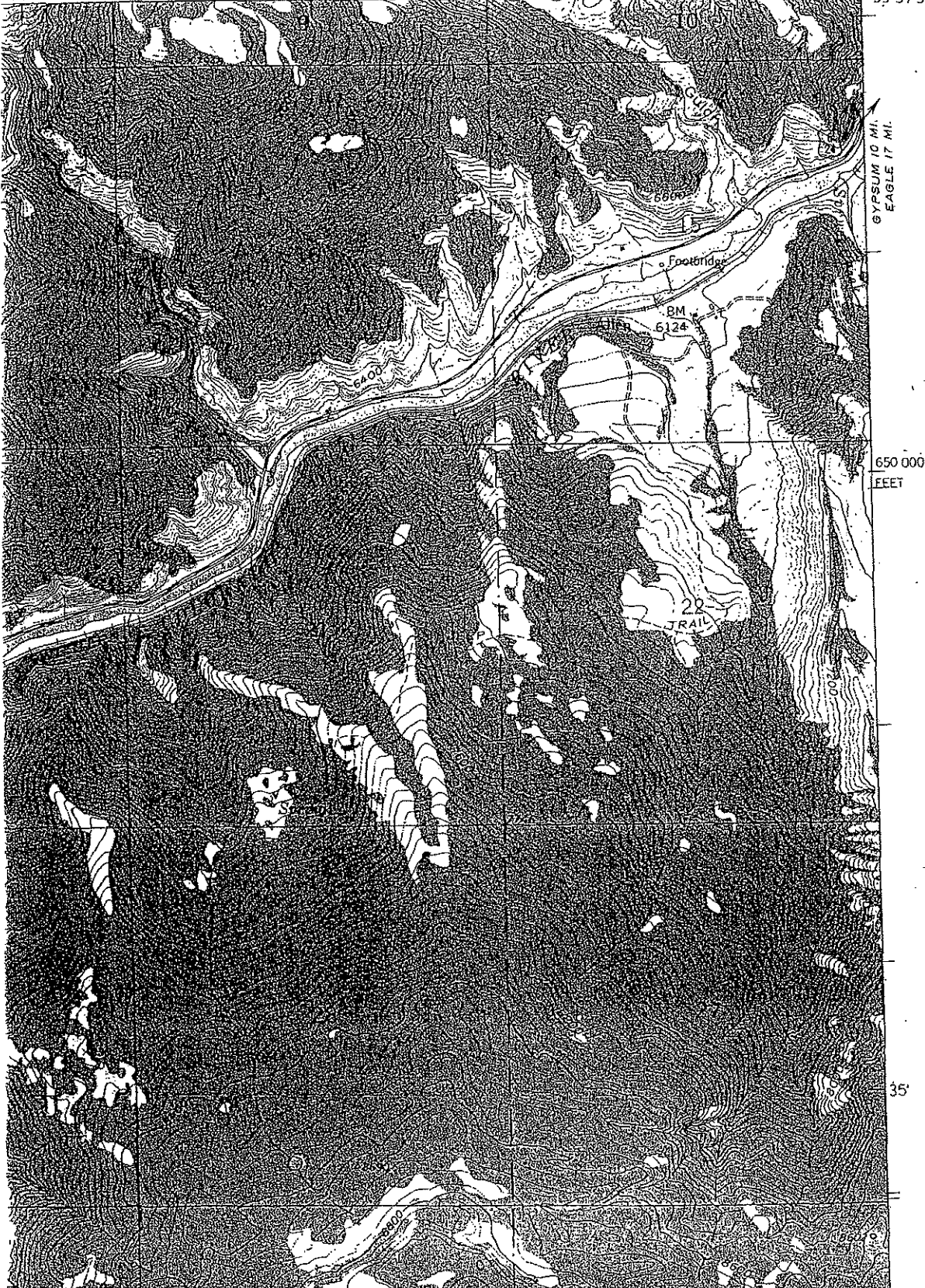
GLENWOOD SERIES  
1:125,000

10'

1:540,000 FEET

107°07'30"

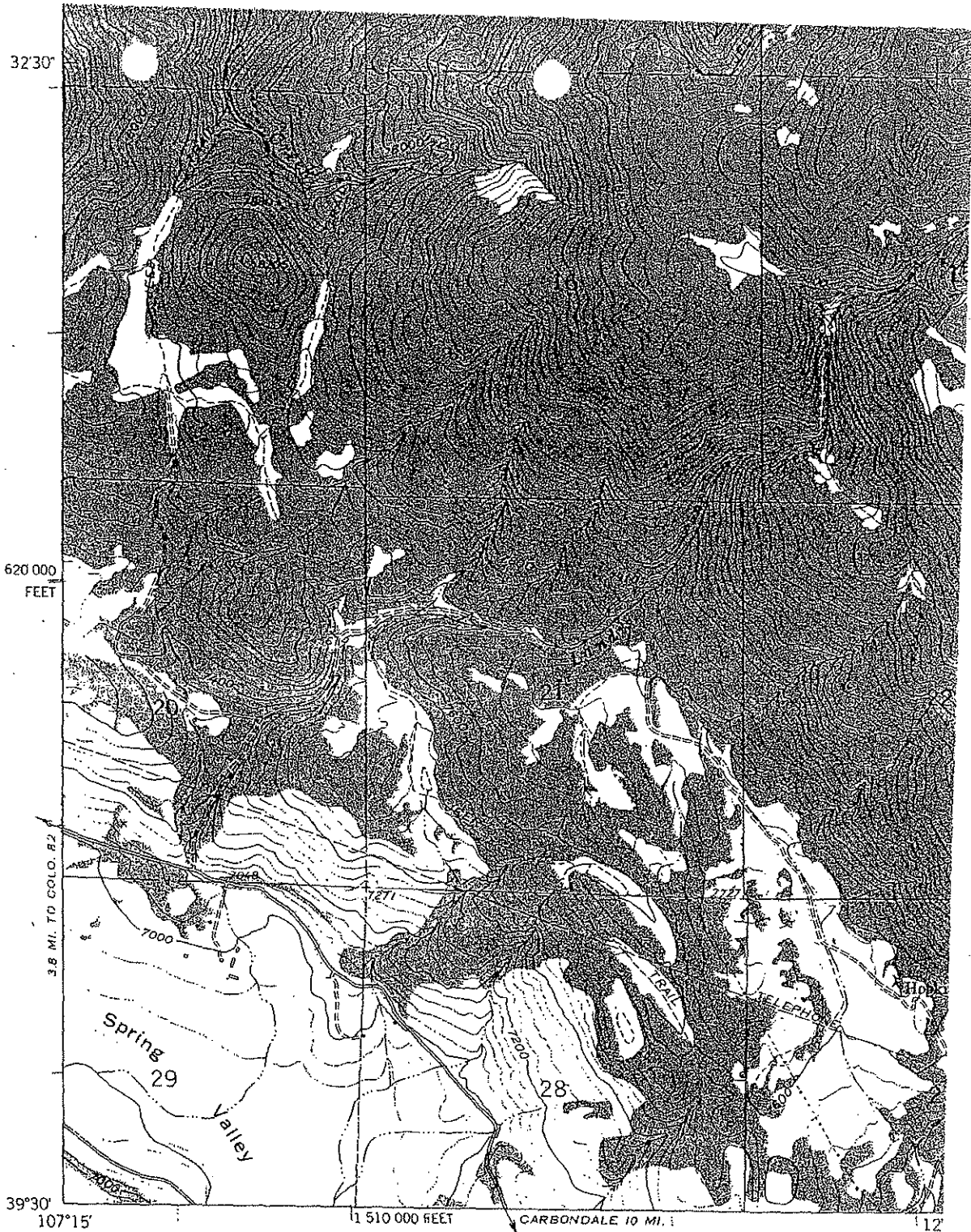
39°37'30"



GYPSUM 10 MI.  
EAGLE 17 MI.

650,000  
FEET

35'



GATTLE CREEK

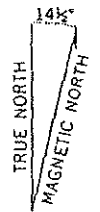
Mapped, edited, and published by the Geological Survey

Control by USGS and USC&GS

Topography by photogrammetric methods from aerial photographs taken 1960. Field checked 1961

Polyconic projection. 1927 North American datum  
10,000-foot grid based on Colorado coordinate system, central zone  
1000-meter Universal Transverse Mercator grid ticks, zone 13, shown in blue

Fine red dashed lines indicate selected fence and field lines where generally visible on aerial photographs. This information is unchecked  
Where omitted, land lines have not been established



APPROXIMATE MEAN DECLINATION, 1961

No. 8

Denver 037722

4-1007-1

# The United States of America,

To all to whom these presents shall come, Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Denver, Colorado, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain," and the acts supplemental thereto, the claim of **Martin Andrew Honalty** has been established and duly consummated, in conformity to law, for the northwest quarter of Section twenty-eight, the east half of the northeast quarter, the southwest quarter of the northeast quarter, and the southeast quarter of Section twenty-nine, and the north half of the north half and the southeast quarter of the northeast quarter of Section thirty-two in Township six south of Range eighty-seven west of the Sixth Principal Meridian, Colorado, containing six hundred forty acres,

according to the Official Plat of the Survey of the said Land, on file in the GENERAL LAND OFFICE:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant; forever, subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws, and decisions of courts; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States. Excepting and reserving, however, to the United States all the coal and other minerals in the lands so entered and patented, together with the right to prospect for, mine, and remove the same pursuant to the provisions and limitations of the Act of December 29, 1916 (39 Stat. 862).

IN TESTIMONY WHEREOF,

**Herbert Hoover,**

President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed.

GIVEN under my hand, at the City of Washington, the

FOURTEENTH

day of

APRIL

In the year of our Lord one thousand

nine hundred and

THIRTY

and of the Independence of the

United States the one hundred and

FIFTY-FOURTH

By the President

*Herbert Hoover*  
*Viola C. Pugh*

Secretary

By

*M. P. LeRoy*  
Recorder of the General Land Office

I hereby certify that this reproduction is a true and correct copy of the original as the same appears on file in this office.

DEC 21 1902

ANDREW HONALTY  
COLORADO STATE OFFICE, Denver, Colorado

RECORD OF PATENTS: Patent Number 1036412

**Carolyn Dahlgren**

---

**From:** Mark Bean  
**Sent:** Monday, December 30, 2002 11:21 AM  
**To:** Carolyn Dahlgren  
**Cc:** Don DeFord; Marvin Stephens  
**Subject:** RE: Silt -- DR 121 annexation

Marvin is more than welcome to see the maps and agreement. There is only one map. I don't have a bunch of copies for all involved. If more are needed, Lee Leavenworth should provide. Mark

-----Original Message-----

**From:** Carolyn Dahlgren  
**Sent:** Monday, December 30, 2002 11:14 AM  
**To:** Mark Bean  
**Cc:** Don DeFord; Marvin Stephens  
**Subject:** Silt -- DR 121 annexation

Marvin wants a chance to look at the info on 121 before it goes to BOCC. Is this do-able, assuming Lee gets the info to you? Can you just talk with Marvin before the BOCC mtg? Will there be more than one map, for the surveyor; others for B&P and R&B?

Marvin, do you read your e mail?

12/30/2002

**Carolyn Dahlgren**

---

**From:** Carolyn Dahlgren  
**Sent:** Monday, January 06, 2003 11:10 AM  
**To:** Don DeFord  
**Cc:** Marvin Stephens; Mark Bean  
**Subject:** 121 Coulter Creek

Rob Hykas called Monday, Jan 6 03: He has mapped the Coulter Creek / consolidated reservoir roads. He says that there are a number of roads which spur off of 121 across private land, providing access to BLM, both east and west. What is identified as extension of 121 past maintenance point stops on the BLM property line; it does not go all the way to consolidated Reservoir.

He has the maps on laptop and can bring them to you for "show and tell".

He sent road inventory to Plaintiff's lawyer. He has not researched deeds, easements, etc.

I told him to let you know if he is contacted by Plaintiff or Defendants and refer "legal" issues to you.

1/6/2003

RECEIVED

FEB 10 1997

GARFIELD  
COUNTY COMMISSIONERS

JAMES D. PETERSON

February 6, 1997

*o - Boice  
Then file  
C- KING*

Garfield County  
Board of County Commissioners  
109 8th Street  
Suite 300  
Glenwood Springs, Colorado 81601

Attn: Ms. Ruth Harrison

Re: County Road 121

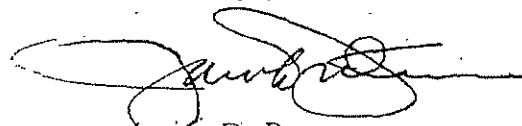
Dear Commissioners:

I wrote you last year on March 13th concerning the condition of County Road 121 and received no response.

I'm enclosing copies of correspondence about this problem dated 1/27/87, 10/12/95 and 3/13/96. Please notice the enclosed map showing the worst portion of 121 Road, also one 3/4/96 photo of a nearby section of 113 Road which the County re-based two years ago and four 3/4/96 photos of various sections of 121 Road.

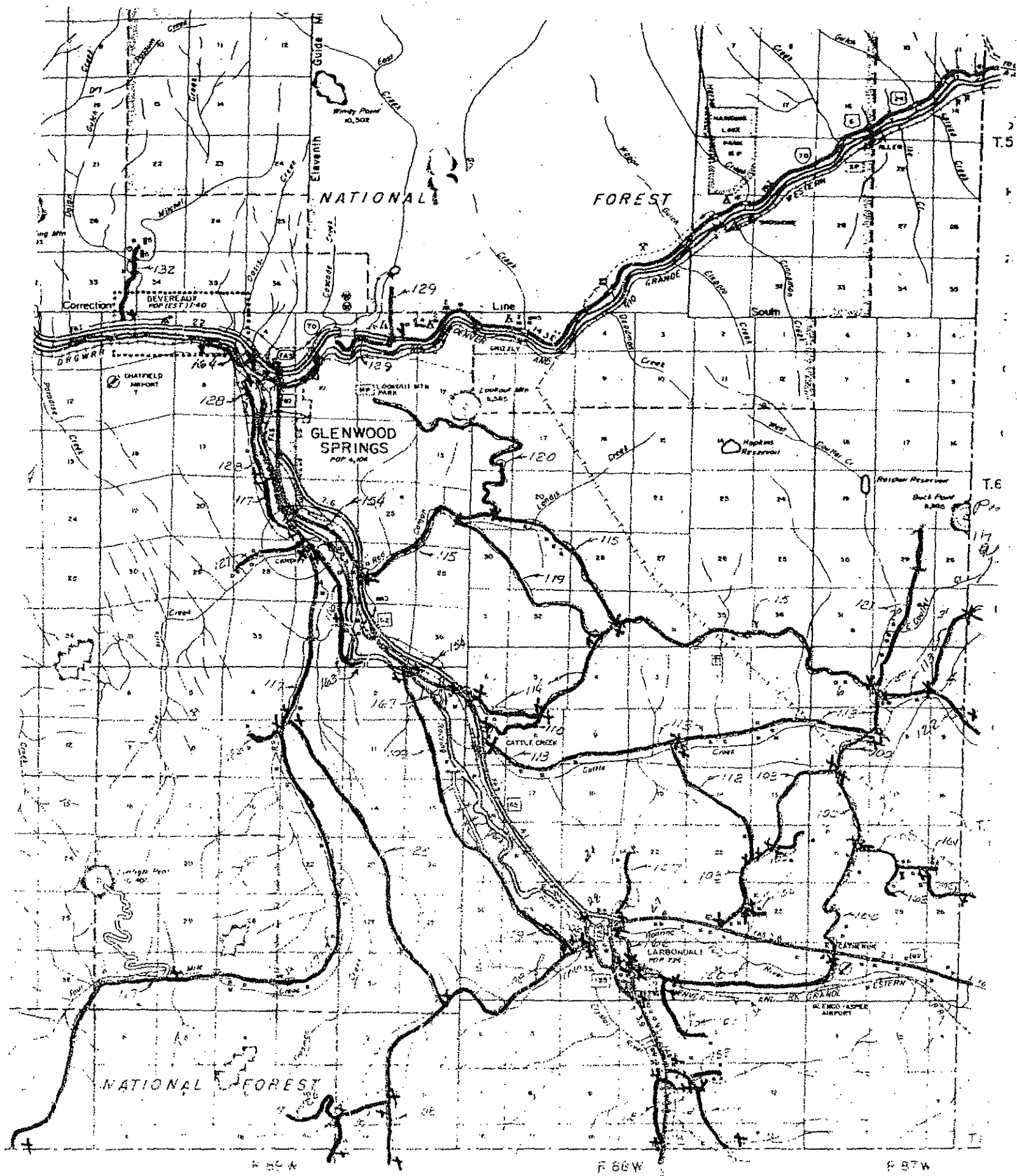
I have spoken with King Lloyd at the Road and Bridge Department many times in recent years about this problem and he agreed it should be a priority. I personally know of several accidents on this road caused by muddy conditions and am again requesting that the County put new base on this road as soon as possible.

Sincerely yours,



James D. Peterson  
Coulter Creek Valley Ranch, Ltd.

Enclosures



COPY

Filed for record November 19, 1887 at 4:35 o'clock P.M. and recorded in Book 3 at page 250 thereof.

3

#10176

ROAD VIEWERS REPORT

View completed October 22, 1889  
Filed in County Clerk's office  
December 19, 1889

Presented to Board of County Commissioners January 11, 1890 and following action had: "report received and the road ordered open for travel, N.B.Nelson, Chairman". Report signed Amos P. Ralston, S. Chapman and Frank L. Heuschkel, viewers. Road runs from a point on the present County Road running from the Roaring Rork to Coulter's Ranch, said point being immediately North of bridge on said road across Cattle Creek on the W. line of NE $\frac{1}{4}$ NW $\frac{1}{4}$  Sec. 8 Tp....S. 87 W., whence the  $\frac{1}{4}$  corner between Sections 5 and 8 Tp. 7 S.,R. 87 W. bears S. 35°45' E. 502 ft., thence by given courses and distances to end where NE corner Sec. 4 Tp. 7 S.,R. 87 W. bears S. 29°30' E. 1840...Land taken: W.S.Lewis about 2897 ft. and 60 ft. in S $\frac{1}{2}$  Sec. 5 Tp. 7 S.,R. 87 W., 3.99 acres; T. Watters, 1496 x 60 ft. in SE $\frac{1}{4}$  Sec. 33 Tp. 6 S.,R. 87 W. 2.03 acres. Govt. land 6402 x 60 ft. Notation on margin of record: "Transcript to Eagle Co."

Filed for record March 22, 1890 at 12:15 o'clock P.M. and recorded in Road Record Book 1 at page 112 thereof.

**This Deed**, Made this 1st day of March in the year of our Lord one thousand nine hundred and thirty-seven between William O. Heuschkel and State of Colorado, of the first part, and John A. McNulty of the County of Garfield, and State of Colorado, of the second part;

Witnesseth, That the said part Y of the first part, for and in consideration of the sum of

Ten Dollars and other good and valuable considerations to the said part Y of the first part in hand paid by the said part Y of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do as grant, bargain, sell, convey and confirm unto the said part Y of the second part, his heirs and assigns forever, all the following described lots or parcels of land, situate, lying and being in the County of Garfield, State of Colorado, to-wit: Lots 5 and 11, Section 4 and that part of Lot 14, Section 8, included within the East One-Half (E $\frac{1}{2}$ ) of the Wilbert E. Lewis 154.6 acre Preemption Entry, Township 7 South, Range 87 West, 6th P.M., containing 119.31 acres more or less. Also conveys, Lots Numbered 7, 8, 10 and 14, Section 4 and Lots 3 and 16, Section 9, Township 7 South, Range 87 West, 6th P.M., save and except and reserving therefrom a triangular tract of land in the Southwest corner of aforesaid Lot No. 3, described as follows: Beginning at the Southwest corner of said Lot Three (3), thence North along the West side of said Lot, eleven hundred fifty feet to a point, and beginning at said Southwest corner of said Lot Three, thence East along the South side of said Lot One Thousand feet to a point; thence a straight line connecting the said point on the said South line to the said point on the West line of said Lot Three.

There is also hereby conveyed all ditch and ditch rights, water and water rights, connected with said lands and/or used thereon, including therewith the C. & L. High Line Ditch No. 158, together with Priority No. 199 for 1.4 cubic feet of water per second of time; a 14/15 interest in and to the H. O. & L. Ditch No. 70, together with all of Priority No. 85, decreed, to said Ditch, being 1.4 cubic feet of water per second of time; an undivided 1/3 interest in and to the Swedes Ditch No. 109, together with a like interest in and to Priority No. 158, decreed to said ditch.

This Deed is made subject to an undivided One-half of all minerals in and under the lands hereby conveyed and reserves said One-half of all said minerals and mineral rights, expressly including oil and gas as minerals, for a period of Twenty Years from the date of this instrument. Should said property produce minerals, including oil and/or gas, in commercial quantities, during the period of this reservation then said reservation shall continue as long as such production continues or can be continued irrespective of the expiration date of this reservation.

This Deed is made subject to existing rights-of-way for highway and road purposes on or over said lands.

(REVENUE STAMPS CANCELLED 3/1/37 \$9.00 V.M.D.)

**This Deed,**

Made this 7th day of October in the year of our Lord one thousand nine hundred and forty-three, between  
 Fort-Pitkin, between  
 of the County of Garfield and State of Colorado, of the first part, and  
 of the County of Garfield and State of Colorado, of the second part;  
 John A. McNulty

Witnesseth, That the said part, of the first part, for and in consideration of the sum of Ten dollars and other good and valuable consideration  
 to the said part, of the first part in hand paid by the said part, of the second part, the receipt whereof is hereby confessed and acknowledged,  
 he, a, granted, bargained, sold and conveyed, and by these presents do, as, grant, bargain, sell, convey and confirm unto the said part, of the second part, heirs and assigns forever, all the following described lots... or parcels... of land, situate, lying and being in the County of Garfield and State of Colorado, to-wit:

lots 4, 5, 6, 7, 10, 11, 12 and the NW 1/4 Section 9; lot 12 in Section 4; lot 15 in Section 5; also that part of lot 8 lying south of the south bank of Gattie Creek, except sufficient room on said south bank for a good and lawful fence, said tract containing 2.77 acres, more or less in sec 9; also a triangular tract of land in the southwest corner of lot 3 in Section 9, described as beginning in the southwest corner of said lot 3, thence north along the west side of said lot 150 feet to a point. Again beginning at the southwest corner of said lot 3, thence east along the south side of said lot 1000 feet to a point. Thence a straight line connecting said point to the aforesaid point on the west line of said lot; together with .6 of a cubic second foot of water adjudicated to the Hauschkel and Chapman ditch by enlargement as priority No. 133, 134, 135 and .3 cubic second foot of water per second of time adjudicated to said ditch by enlargement as priority No. 133, 134, 135. Also .1 of a cubic foot of water per second of time adjudicated to the Hauschkel-Chapman-Lewis ditch (H.C.L. ditch) by first enlargement as priority No. 131; approximately an undivided 125/475 in the H.C.L. ditch, together with all ditch and water rights used in connection with or appurtenant to said lands, all being in Township 7 South, Range 87, West of the 6th P. M., except, however, a right-of-way conveyed to Eagle County by deed recorded in Book 122, page 10, in said county.

(Documentary Stamps—\$8.70—Cancelled—Oct 7/43—



7

**ROAD AND UTILITY EASEMENT AGREEMENT**  
**WESTERLY ACCESS**

**THIS ROAD AND UTILITY EASEMENT AGREEMENT** (the "Agreement") is made and entered into as of the 8th day of November, 2007 by and among **JAMES D. PETERSON and HENSLEY R. PETERSON** (collectively, "Grantor") and **COULTER CREEK VALLEY RANCH LLLP**, a limited liability limited partnership ("Grantee").

**RECITALS**

- A. Grantor is the owner of a 78-acre (more or less) tract of land (the "Grantor Property") located in Garfield County, Colorado and legally described on Exhibits "A" attached hereto.
- B. Grantee is the owner of a 1090-acre (more or less) tract of land (the "Grantee Property") located in Garfield County, Colorado and legally described on Exhibit "B" attached hereto. The Grantee Property is located adjacent to and north of the Grantor Property.
- C. Grantee desires to obtain from Grantor a non-exclusive access easement to cross the Grantor Property to gain ingress and egress and to extend underground utilities to the Grantee Property. In this regard, Grantee has requested from Grantor permission to use an existing private roadway (the "Road") located on the Grantor Property for such access and underground utility purposes. Attached hereto and labeled as Exhibit "C" is a location map and Exhibit "D" is an aerial photo showing the approximate location of the Grantor Property, the Grantee Property and the Road.
- D. Grantor is willing to grant an access and utility easement to Grantee subject to the terms and conditions set forth below.

**NOW, THEREFORE**, for and in consideration of the mutual covenants and agreements contained herein, Grantor and Grantee agree as follows:

1. **Easement Grant.** Grantor hereby grants to Grantee a non-exclusive access easement and underground utility easement over and under the Road. The width of the easement shall be fifty feet (50') wide as measured at 25 feet either side of the existing centerline of the Road. Grantee's rights to use the Road shall be for the purposes of providing access to and from the Grantee Property and for underground utility service lines to serve the Grantee Property. The Road covered by this Agreement has a point of beginning at the west boundary of the Grantor Property and extends northerly through the Grantor Property to the north boundary of the Grantor Property. The Road includes an existing Garfield County maintained two-lane gravel road of approximately 25 feet in width as well as an unimproved, gated, privately-maintained, single-lane road of approximately 12 feet in width that extends northward to the north boundary of the Grantor Property.

2. Terms and Conditions. The rights of Grantee to use the Road shall be subject to the following terms and conditions:

(a) Gate Operations. Grantee agrees and understands that all gates separating the Grantor Property from the Grantee Property are owned and maintained by Grantee and may at Grantee's option be kept closed as long as gates are located on the Road. Upon the execution of this Agreement, Grantor will be provided with gate locking mechanisms and instructions. Grantee shall provide to Grantor no less than two (2) days advance written notice of any change to the combination or keyed locks to gates accessing the Grantee Property. Grantee reserves the right to relocate the gate, or increase or decrease the numbers of gates on the Road.

(b) Improvements, Road Repairs and Maintenance on the portion of the Road not maintained by Garfield County. Grantee shall repair any damage to the Road caused by Grantee's use of the Road as quickly as possible in consideration of road, weather and seasonal conditions. Grantee shall decide when and how to perform any and all regular maintenance to the Road, including, but not limited to grading, blading and graveling as well as installing or constructing culverts, water bars, drainage ditches, or other devices in, on, under or around the Road. Grantee shall be obligated to pay in full the expense of maintenance of the Road. Any capital improvements made by Grantee shall be designed and constructed in a manner that uses its best effort to preserve existing natural vegetation within the easement. For purposes of this Agreement, the term "capital improvements" shall include, but not be limited to, road widening, gravel surfacing, bridge construction, culvert replacements, earthmoving costs resulting from earth movements or rock slides, major road repairs following washouts, and the like. The cost of any repairs or re-surfacing of the Road surface made necessary by the installation of underground utilities shall be paid for by the party or parties benefiting from such underground utility services. The cost of revegetation required from the abovementioned work shall be paid by Grantee. Grantee shall have the right to pave any portion of the privately maintained portion of the Road.

(c) Firearms Restrictions; Recreational Motor Vehicles Prohibited. All firearms brought by Grantee onto the Road shall be unloaded and stored in carrying cases that shall be transported inside motor vehicles. The recreational use of snowmobiles, dirt bikes and all terrain vehicles on the Road is expressly prohibited, although such vehicles may be transported in trucks or trailers on the Road so long as they are used exclusively on the Grantee Property.

(d) Livestock Grazing and Ranching Activities. Grantee's use of the Road for livestock pasturing and grazing activities shall include the right to transport livestock on the Road on foot or in trucks. Grantee shall also have the right to use the Road in furtherance of irrigation activities, hay production, and the development and beneficial use of water rights serving the Grantee Property.

3. Grantee's Disclaimer of Any Other Access Claims; Prohibition Against Other Easement Grants across Grantee Property. In consideration of the forgoing easement grant from Grantor to Grantee, Grantee does hereby disclaim, waive, release and discharge any and all claims or causes of action for any public or private access rights or privileges or utility easement routes through any portion of the Grantor Property except as expressly described in this Agreement. To the extent required, Grantee shall join with Grantor in any legal or administrative proceedings brought by or against Grantor in connection with any claims for public access on the portion of the Road not maintained by Garfield County. Further, Grantee expressly acknowledges that the Garfield County maintained portion of the Road is the only portion of the Road that is considered a public road, and that all other portions of the Road are not open to the public. Except for underground utility line easement grants to utility suppliers serving the Grantee Property, Grantee shall not grant to the public or to any third parties any easements or access privileges across the Grantee Property without Grantor's prior written consent, which shall be exercised in Grantor's sole and absolute discretion.

4. Development Restrictions on Grantee Property. As consideration for Grantor's conveyance to Grantee of the access and utility easements described in this Agreement, Grantee does hereby covenant and agree that the Grantee Property shall forever be used for single family residential uses and agricultural purposes, and all other uses shall be prohibited. Permitted uses that fall within single family residential uses and agricultural purposes include but are not limited to the following:

- a. Ranching, including the development and beneficial use of water rights for irrigation, hay production and livestock grazing;
- b. Residential Subdivision of Grantee Property and the granting of access by Grantees for residential and agricultural uses to parties owning subdivided portions of Grantee Property; and
- c. Any Road improvements and/or widening required by Garfield County as a condition of land use or building permit approvals associated with the construction of residential or agricultural building improvements on any subdivided portions of Grantee Property.

5. Notices. Notices and other communications which may be given or are required to be given hereunder shall be in writing and shall be deemed given to a party when delivered personally or when deposited in the United States mail with sufficient postage affixed, certified and return receipt requested, and addressed to such party at the respective addresses shown below:

If to Grantor:

James D. and Hensley R. Peterson  
Post Office Box 1714

Aspen, Colorado 81612

If to Grantee:

Coulter Creek Valley Ranch, LLLP  
c/o James D. Peterson, General Partner  
Post Office Box 1714  
Aspen Colorado 81612

6. Indemnification. Grantee shall indemnify, defend and hold Grantors harmless from and against any actual or threatened loss, claim, cost, expense (including attorneys fees and litigation expenses) or damages associated with or arising from, whether directly or indirectly, the use of the Road by Grantee or Grantee's family members, guests, invitees or lessees.

7. Assignment. The rights, powers, privileges, obligations and duties of Grantee under this Agreement may be assigned and transferred by Grantee only upon the simultaneous sale or transfer of Grantee's Property.

8. Enforcement. This Agreement shall be binding on the parties hereto and their respective heirs, successors and assigns. In the event litigation is brought to interpret or enforce any provision of this Agreement, the prevailing party or parties shall be entitled to recover its or their reasonable attorneys fees and costs of such litigation.

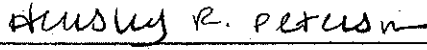
**IN WITNESS WHEREOF,** the parties hereto have entered into this Agreement as of the day and year first above written.

**GRANTOR:**

By:

  
James D. Peterson

By:

  
Hensley R. Peterson



nh#: 738844  
02:37:22 PM Jean Alberico  
Fee: \$46.00 Doc Fee: 0.00 GARFIELD COUNTY CO

**WARRANTEE:**

**COULTER CREEK VALLEY RANCH LLLP,**  
a Colorado limited liability limited partnership

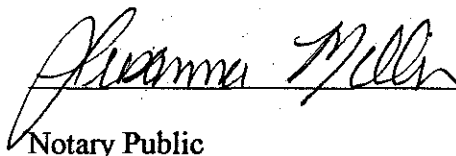
By:   
James D. Peterson, General Partner

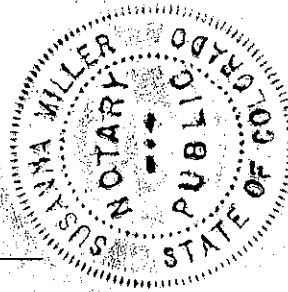
STATE OF COLORADO     )  
                                  )  
COUNTY OF PITKIN     )     ss.

The foregoing instrument was acknowledged before me this 8<sup>th</sup> day of Nov. 2007, by James D. Peterson and Hensley R. Peterson.

Witness my hand and official seal.

My commission expires: May 20, 2008

  
Notary Public

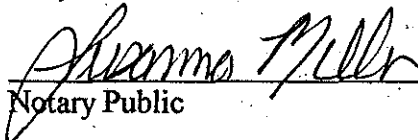


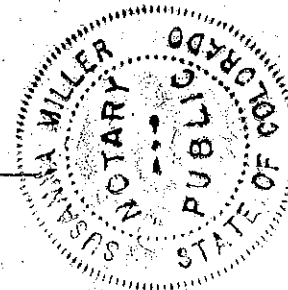
STATE OF COLORADO     )  
                                  )  
COUNTY OF PITKIN     )     ss.

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2007, by James D. Peterson as General Partner of Coulter Creek Valley Ranch LLLP, a Colorado limited liability limited partnership.

Witness my hand and official seal.

My commission expires: May, 20, 2008

  
Notary Public



**EXHIBIT "A"**

**GRANTOR PROPERTY**

A tract of land situated in Section 32, Township 6 South, Range 87 West of the 6th P.M., said parcel being particularly described as follows:

All that part of a parcel of land described in Book 445 at Page 131 of the Garfield County Clerk and Recorder's records lying South and East of the following described line:

Beginning at a point in a fence line whence the N $\frac{1}{4}$  Corner of said Section 32 bears N. 08°08'21" E. 3959.68 feet; thence along said fence line the following nine (9) courses: N. 01°31'21" W. 422.97 feet; thence N. 37°13'37" E. 507.14 feet; thence N. 11°16'59" E. 119.87 feet; thence N. 29°49'20" E. 197.85 feet; thence N. 23°10'28" E. 219.91 feet; thence N. 88°48'05" E. 109.21 feet; thence N. 60°55'30" E. 504.23 feet; thence N. 10°09'32" E. 67.86 feet; thence N. 57°59'22" E. 322.99 feet; thence N. 90°00'00" E. 573 feet more or less to the East line of said parcel of land described in Book 445 at Page 131. Said tract of land contains 78 acres more or less.

Reception#: 738844  
12/07/2007 02:37:22 PM Jean Alberico  
7 of 9 Rec Fee:\$46.00 Doc Fee:0.00 GARFIELD COUNTY CO

**EXHIBIT "B"**

**GRANTEE PROPERTY**

A tract of land situated in Township 6  
South, Range 87 West of the 6<sup>th</sup> P.M.,  
Said parcel being particularly described  
As follows:

The NW  $\frac{1}{4}$  and the SW  $\frac{1}{4}$  of Section 28,  
the SE  $\frac{1}{4}$ , the S  $\frac{1}{2}$  NE  $\frac{1}{4}$ , and the NE  $\frac{1}{4}$   
NE  $\frac{1}{4}$  of Section 29, the N  $\frac{1}{2}$  and Lots 1 and 2  
of Section 32, the N  $\frac{1}{2}$  NW  $\frac{1}{4}$  and the SW  $\frac{1}{4}$   
NW  $\frac{1}{4}$  of Section 33.

Said tract of land contains 1090 acres more or  
less all located within Garfield County, Colorado

Consolidated  
Reservoir

Reception#: 738844  
12/07/2007 02:37:22 PM Jean Alberico  
8 of 9 Rec Fee:\$46.00 Doc Fee:0.00 GARFIELD COUNTY CO

EXHIBIT "C"

Buck  
Point

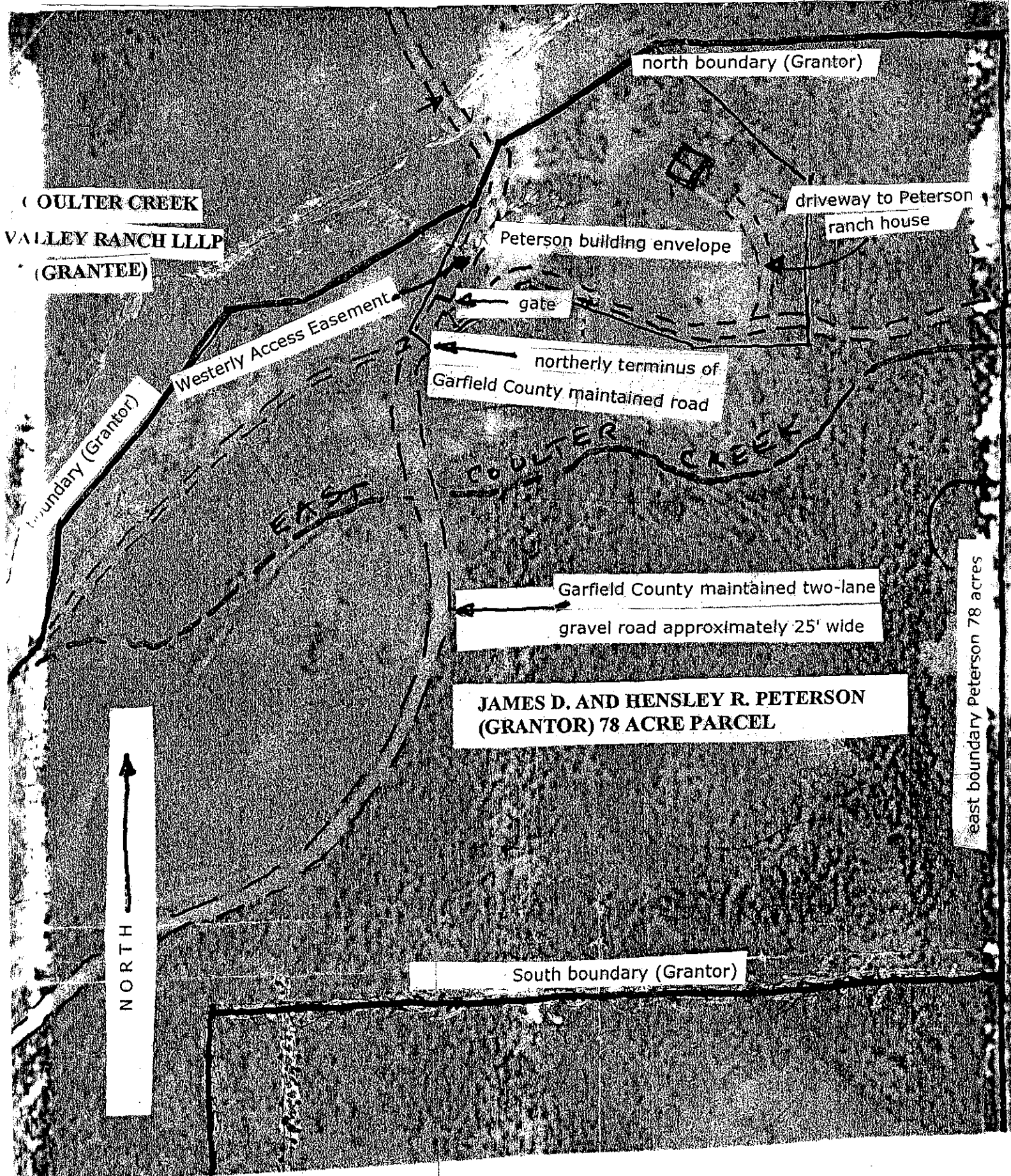
COULTER CREEK VALLEY RANCH LLP

GRANTEE

EASEMENT

PETERSON - GRANTOR

EXHIBIT "D"



Reception#: 740028  
12/27/2007 10:39:05 AM Jean Alberico  
1 of 22 Rec Fee:\$111.00 Doc Fee:0.00 GARFIELD COUNTY CO

**NOTICE TO TITLE COMPANY: This Deed of Conservation Easement in gross requires a One-Hundred Dollar (\$100.00) fee be paid to Aspen Valley Land Trust or its successor organization by purchaser of this Property or any portion of this Property, pursuant to Section 15 herein.**

**DEED OF CONSERVATION EASEMENT IN GROSS  
PETERSON RANCH – Garfield County**

A CONSERVATION EASEMENT ("Easement") is granted this 24<sup>th</sup> day of December 2007, by **JAMES D. PETERSON and HENSLEY R. PETERSON** ("Grantor"), to and for the benefit of **ASPEN VALLEY LAND TRUST**, a Colorado nonprofit corporation having offices at 320 Main Street, Suite 204, Carbondale, Colorado 81623 (the "Trust")(collectively, the "Parties").

The following exhibits are attached hereto:

**Exhibit A:** Property Legal Description for 78 Acres of Land Covered by this Easement,  
**Exhibit B:** Map of Property and Property Use Zones,  
**Exhibit C:** Aerial Photo of 5-acre Building Envelope,  
**Exhibit D:** Baseline Documentation Summary,  
**Exhibit E:** Water Rights;

**RECITALS**

WHEREAS, Grantor is the sole owner in fee simple of approximately 78 acres, more or less, of real property on East Coulter Creek, Missouri Heights near Carbondale, Garfield County, State of Colorado, more particularly described in **Exhibit A**, attached hereto and incorporated by reference (the "Property"), together with certain Water Rights, described in **Exhibit E**, attached hereto and incorporated by reference. The term "Property" shall hereinafter be defined as the land and water rights combined, including the 5-acre Building Envelope shown approximately on **Exhibit C**, attached hereto and incorporated by reference. The term "Water Rights" shall refer to the water rights alone. For the purposes of this Easement, the Property consists of three Property Use Zones, as follows:

- The "Agricultural Zone": That portion of the Property that is currently and has been historically grazed or irrigated, and which includes the Agricultural Structures Area, shown approximately on **Exhibit B**, herein, and a section of the "Easterly Access Easement", a single-lane private road on the northeastern portion of the Property, and the "Sedge Meadow Agricultural Access Easement", a single-lane, soft-surfaced private agricultural easement on the northwestern portion of the Property. Both the Easterly Access Easement and the Sedge Meadow Easement are shown approximately on **Exhibit B**, herein;

Let it be to:

**ASPEN VALLEY LAND TRUST  
320 MAIN ST., SUITE 204  
CARBONDALE, CO 81623**

- The "Building Envelope": The 5-acre area surrounding the existing residence and ranch headquarters, shown graphically in **Exhibit C**, attached hereto and made a part hereof, is to be managed and monitored according to the provisions of Section 6.1 and 6.8, herein, but otherwise is excluded from the requirements and restrictions of Section 6 of this Easement Deed; and
- The "Wildlife Zone": That portion of the Property lying outside of the Agricultural Zone and Building Envelope, and not including the existing County-maintained road, and not including the existing road extending eastward from the County maintained road, as shown approximately in **Exhibit B**, attached hereto and made a part hereof.

WHEREAS, the Property possesses natural, scenic, open space (including agricultural), and wildlife values (collectively, "Conservation Values") of importance to the Trust, the people of Garfield County, and the people of the State of Colorado that are worthy of preservation;

WHEREAS, the Property is located in a rural agricultural area of Garfield County, where the Trust desires to protect the biological integrity as well as the rural and scenic character of the area. In particular, a portion of the Property is visible to the general public from more than one-half mile of Garfield County Road 121 (Coulter Creek Road), which traverses the Property, and from nearby land managed by the Bureau of Land Management ("BLM"), which is frequently accessed by recreational hunters. The Property is highly scenic and provides a degree of openness and variety to the overall rural and agricultural landscape. The terms of the Easement do not permit a degree of intrusion or future development that would interfere with the essential scenic quality of the land;

WHEREAS, the Property contains significant wildlife habitat with a high diversity of native wildlife species. The thick, vegetative cover of the oak-mountain shrublands provide cover and an abundance of berries, seeds and other forage for resident, migrating, and wintering animals, including birds. The Property contains overall range for elk, mule deer and black bear, migration areas and summer and winter range for mule deer, and severe winter range for elk. Regular sightings of bobcats and occasional sightings of bear and other carnivores indicate that this property and the surrounding lands are inhabited by a fairly balanced wildlife community;

WHEREAS, the plant communities on the Property are in good to excellent condition, evidence of the Peterson's careful stewardship of the land. Islands of diversity such as the tiny stands of spruce, quaking aspen and Douglas fir along the ribbon of riparian habitat along East Coulter Creek, which bisects the property, are home to a wildlife and vegetative community that represents at least half of the plant and animal species on the Property. The Property also contains sagebrush and Gambel oak shrublands, of which sagebrush is particularly important to wildlife and declining statewide;

WHEREAS, conservation of the Property will increase the amount of conserved land in the Coulter Creek drainage, an area currently identified by the Trust as a high priority for protection. The Property is part of a larger segment of land designated by Colorado Natural Heritage Program as a "Site of Local Significance," and will add to the 1,114 acres of existing

conservation easements in the immediate vicinity of the Property, located on the Quarter Circle Eight Ranch, J&S Nieslanik Ranch, and Ranch at Coulter Creek, in addition to contributing to the habitat connectivity of nearby land managed by the Bureau of Land Management;

WHEREAS, the Trust acknowledges and agrees that continued use of the land within the Agricultural Zone for grazing and agricultural production does not impair or interfere with the Conservation Values of the Property;

WHEREAS, Grantor makes no representation that boundary fencelines on the Property are the legal boundary lines and Grantor reserves the right without Trust approval to realign such fences to legal boundary lines, provided that notice is given to the Trust of any realignment so that it may update its records to reflect the legal boundary lines;

WHEREAS, Grantor intends, as owner of the Property, to convey to the Trust the right to preserve and protect the Conservation Values of the Property in perpetuity and the Trust agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of this generation and the generations to come;

WHEREAS, the Trust is a charitable organization as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and is a publicly-supported organization as described in Section 170(b)(1)(A) of the Code whose primary purpose is to preserve and protect the natural, scenic, agricultural, historical, and open space resources of the greater Roaring Fork Valley area, including the area in which the Property is located, by assisting landowners who wish to protect their land in perpetuity, and is a "qualified organization" to do so within the meaning of Section 170(h)(3) of the Code;

WHEREAS, the State of Colorado has recognized the importance of private efforts toward the preservation of natural systems in the State by the enactment of C.R.S. §§38-30.5-101 *et seq.*; and

WHEREAS, the Board of Directors of the Trust has duly authorized the Trust's Executive Director or her designee to execute and accept conservation easements on behalf of the Trust.

**NOW, THEREFORE**, in consideration of the matters above, the mutual covenants, terms, conditions and restrictions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

**1. Grant.** Grantor hereby voluntarily and irrevocably grants and conveys to the Trust a perpetual Conservation Easement in gross (the "Easement"), pursuant to C.R.S. §§ 38-30.5-101 *et seq.*, through the terms mutually agreed to in this Deed of Conservation Easement in Gross ("Easement Deed"), consisting of the rights and restrictions enumerated herein, over and across the Property, to hold said Easement unto the Trusts and its successors and assigns forever. The Easement shall constitute a binding servitude upon the Property and shall be subject to prior reservations, easements, encumbrances and exceptions of record, except as otherwise set forth herein.

**2. Purposes.** Pursuant to the terms of C.R.S. §§ 38-30.5-101 *et seq.*, the purposes of the Easement are to assure that the Property will remain forever predominantly in its scenic, natural and open space (including agricultural) condition, subject to the continued use of the Agricultural Zone for seasonal grazing of livestock and other uses of the Property permitted hereunder; and to prevent any use of the Property that is inconsistent with the preservation and protection of the Conservation Values of the Property and, in the event of their degradation or destruction, to restore such Conservation Values of the Property.

**3. Intent.** Subject only to the Purpose set forth above and express prohibitions below, the intent of the Parties is to permit all uses of the Property that are consistent with the preservation and protection of the Property's Conservation Values as reasonably determined by the Trust. Nothing in this Easement Deed is intended to compel a specific use of the Property other than the preservation and protection of the Conservation Values.

**4. Baseline Documentation.** The Parties acknowledge that a Baseline Documentation of the Conservation Values and relevant features of the Property has been prepared by Sarah Shaw in December 2007, an individual familiar with conservation easements, the Property, and the environs, and is on file with the Parties. The Trust and Grantor have reviewed and approved the Baseline Documentation, as summarized in **Exhibit D** ("Baseline Documentation Summary"), as an accurate representation of the condition of the Property at the time of this grant. The Parties agree that the Baseline Documentation is not intended to preclude the use of other evidence to establish the present condition of the Property should a controversy arise over its use.

**5. Rights of Trust.** To accomplish the purposes of the Easement, Grantor conveys the following rights to the Trust:

5.1. The right to preserve and protect the Conservation Values of the Property in perpetuity;

5.2. The right to enter upon the Property at reasonable times, to inspect the Property thoroughly, to monitor Grantor's compliance with, and otherwise enforce the terms of this Easement Deed; provided that such entry shall be upon 72-hour prior notice to Grantor and shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property, except that no such notice shall be required in the event the Trust reasonably believes that immediate entry upon the Property is essential to prevent or mitigate a violation of this Easement Deed;

5.3. The right to prevent any activity on or use of the Property that is inconsistent with the purposes of the Easement, or with the preservation and protection of the Conservation Values of the Property, and the right to require the restoration of such areas or features of the Property that are damaged by any inconsistent activity or use; and

5.4. Any other rights that the Parties may mutually approve consistent with the purposes of the Easement and the Conservation Values (i.e., habitat or other enhancement projects, right to identify conservation values of the Property, or right to conduct scientific studies). Trust may only enter onto the Property to conduct such activities, including scientific studies or enhancement projects, with Grantor's prior approval.

Reception #: 740028  
12/27/2007 10:39:06 AM Jean Alberico  
5 of 22 Rec Fee: \$111.00 Doc Fee: 0.00 GARFIELD COUNTY CO

**6. Prohibited and Permitted Uses.** Grantor reserves to itself and to its personal representatives, heirs, successors, and assigns, all rights and obligations accruing from its ownership of the Property, including the right to engage in all uses of the Property not expressly prohibited herein that are consistent with the preservation and protection of the Conservation Values of the Property. Grantor is prohibited from any activity on or use of the Property inconsistent with the preservation and protection of the Conservation Values. Grantor has the burden to prove that Grantor's proposed uses are consistent with the preservation and protection on the Conservation Values of the Property.

The following uses and practices by Grantor, though not an exhaustive recital, are either consistent with and permitted, or inconsistent with and prohibited by this Easement Deed. Expressly permitted uses are to be conducted in a manner consistent with the preservation and protection of the Conservation Values of the Property, pursuant to Section 170(h)(3) of the Code, and C.R.S. § 38-30.5-102. **The permitted and prohibited uses described in this Section 6 shall not apply to the Property within the 5-acre Building Envelope, as shown on Exhibit C attached hereto and incorporated herein, except for Sections 6.1 and 6.8, herein, which shall apply equally to all of the Property.**

**6.1. Building Rights.** Grantor shall not construct, improve, place, or replace any buildings, structures, mobile homes, indoor or outdoor riding arenas, parking lots, or billboards on the Property, except as described below.

A. **Building Envelope.** A 5-acre building envelope exists on the Property at the location shown on **Exhibits B and C**, attached hereto and incorporated herein by this reference (the "Building Envelope"). Grantor retains all rights to use the land within the Building Envelope for residential, appurtenant residential, and agricultural uses, consistent with all applicable laws, codes, and regulations. In this regard, Grantor expressly reserves the right to replace, improve, demolish, remodel or expand existing structures within the Building Envelope; to construct new or additional structures; to expand, improve, relocate or modify landscaping, water features, water uses, fencing and road surfaces, and, in general, to engage in any and all land use activities that are permitted by right or by special review under existing or any future Garfield County, Colorado zoning and land use regulations. The forgoing retained and reserved Building Envelope development activities shall not be subject to any prior review or approval by or from the Trust, and Grantor shall have the right and privilege to engage in the development activities within the Building Envelope free of any restrictions that may apply to other portions of the Property that are and shall forever be restricted by this Easement.

B. **Agricultural Structures.** Grantor retains the right to construct, replace, expand, and maintain additional minor structures for agricultural purposes within the Agricultural Structures Area, defined as follows: that area south of the southerly line of the Building Envelope, no less that 100' west of the centerline of East Coulter Creek and no less that 150' north of the centerline of the Garfield County maintained road, as shown on **Exhibit B**, herein. Such permitted agricultural structures include but are not limited to a barn with box stalls, tack rooms, and hay storage, as well as corrals, hay sheds or loafing sheds,

provided all such structures on the Property, with the exception of corrals and fences, do not exceed 2,400 square feet in combined footprint area, and are not used for residential purposes.

6.2. Agricultural Uses. Grantor retains the right to conduct agricultural operations within the Agricultural Zone in a manner consistent with sound farming and range management practices, and to lease lands with appurtenant Water Rights for permitted agricultural purposes. Permitted agricultural operations include grazing and raising of livestock, raising crops, irrigation of approximately 12 acres of historically irrigated land, and all other agricultural activities consistent with protection of the long-term ecological and economic viability of the land.

Agricultural uses prohibited by this Easement include (A) commercial feed lots, defined as confined areas or facilities for purposes of extended feeding and finishing of large numbers of livestock for hire, (B) tree farms, and (C) sod farms.

6.3. Reversion to Wildlife Habitat. If, in the future, agricultural operations cease, Grantor agrees to reseed any heavily disturbed areas with appropriate native vegetation to prevent the spread of noxious weeds and to provide forage and habitat for wildlife. The Parties agree that agricultural operations may resume at any time;

6.4. Roads and Motor Vehicles. Grantor may maintain, realign, widen and improve an existing single lane road that crosses the eastern-most Agricultural Zone of the Property, as shown in **Exhibit B**, herein ("Easterly Access Easement"), according to the terms and conditions of the Road and Utility Easement recorded under Reception No. 738843. The Trust also acknowledges the existence of the Sedge Meadow Easement Agreement recorded under Reception No. 738845, which crosses a portion of the Agricultural Zone, also shown approximately on **Exhibit B**. With the exception of the County maintained road (Garfield County Road 121) that traverses the Property, the Trust acknowledges that all other roads on the Property are private roads and are located on the Building Envelope. Grantor may grant additional non-exclusive access easements across existing roads without the consent of the Trust, in Grantor's sole discretion. The Parties acknowledge the existence of certain access and utility easements, recorded in the Garfield County real property records as reception no. 178596, 681907, 234575, 738843, 738844 and 738845, that burden the Property, and such easements may be modified, amended, terminated or maintained by the Grantor without further permission from the Trust. Off-road use of motorized vehicles is prohibited in the Wildlife Zone, except as necessary for property maintenance and emergencies;

6.5. Surface Disturbance. Grantor shall not alter the topography of the Property through placement or removal of soil, gravel, land fill, or other materials unless approved by Trust for habitat enhancement or restoration purposes. Grantor shall not alter, disturb, or impair the relatively natural habitat for plants, wildlife, or similar ecosystems within and upon the Property, which includes the destruction, removal or cutting of native vegetation, except (A) in emergencies; (B) for fire, pest and disease prevention; (C) as necessary to the uses permitted in Subsections 6.1, 6.2, 6.4, 6.10 and 6.13, herein; and (D) as otherwise approved by the Trust;

6.6. Fencing. Grantor may replace existing fences or erect new fencing on the Property, or both, provided such fencing complies with then-current Colorado Division of Wildlife standards for fencing in a wildlife migration area, except within the Agricultural Zone as required for agricultural activities, and then in a manner that best permits the flow of wildlife across the Property;

6.7. Mineral Rights. At the time of granting the Easement, Grantor may or may not own the mineral rights associated with the Property due to reservation by U.S. Government Patent. Grantor's current or future ownership of mineral rights shall be subject to the following provisions:

A. Subsurface Mineral Rights. Grantor may not explore for or extract oil and natural gas, nor lease to a third party the right to explore for or extract oil and natural gas from below the surface of the Property;

B. Surface Mineral Rights. Grantor shall not transfer, lease or otherwise separate the soil, sand, gravel, rock, or any other mineral substance from the surface of the Property nor explore for or extract soil, sand, gravel, rock, or other minerals from the surface of the Property;

6.8. Subdivision. Grantor may not divide or subdivide (including *de facto* subdivision) the Property, including the Building Envelope, into two or more parcels of land;

6.9. Trash. Grantor shall not dump, permanently accumulate, or dispose of trash, garbage, or other hazardous or unsightly refuse on the Property, except for agricultural by-products and vegetative matter produced or used on the Property;

6.10. Water Resources. Grantor shall not manipulate, divert, dam, pollute, drain, dredge, or otherwise alter East Coulter Creek or other naturally-occurring streams, wetlands, springs, lakes, ponds, or other surface or subsurface water features on the Property in a manner that degrades or destabilizes their natural banks or shorelines, or otherwise is inconsistent with the preservation and protection of the Conservation Values of the Property, except that Grantor reserves the right to coordinate with Garfield County to remove beaver dams from East Coulter Creek that threaten damage to riparian areas along East Coulter Creek, County Road 121, culverts or other improvements now existing or permitted herein, in a manner consistent with preservation and protection of the Conservation Values. Grantor retains the right to construct, maintain and improve agricultural ditches, stock ponds and other water features and improvements without further permission from the Trust if such construction and maintenance is in compliance with local, state, and federal rules and regulations. Specifically, Grantor retains the right to maintain and improve Prior Ditch #25 as it crosses the Property;

6.11. Commercial and Industrial Activities. Grantor shall not conduct industrial activity or any more than *de minimus* commercial activity on the Property;

6.12. Recreation. Golf courses and other high-impact recreational amenities and facilities, including covered or indoor horseback riding arenas, paved trails and motorbike tracks or courses, are prohibited on the Property; however, passive recreational uses, such as hiking,

cross country skiing, horseback riding, hunting and fishing, are permitted, along with low-impact dirt trails located and used in a manner consistent with the preservation and protection of the wildlife and scenic Conservation Values of the Property, Outdoor horseback riding arenas are permitted only within the Agricultural Structures Areas as shown on **Exhibit B**, herein;

6.13. Utilities and Communications Facilities. There is currently one electric power line on the Property, owned by Holy Cross Electric, which may be accessed and maintained as permitted by Holy Cross Energy in a manner consistent with historic practices, and Grantor reserves the right to grant an overhead or underground electric line easement for such electric service, without further permission from the Trust. This power line may not be realigned, buried, or otherwise substantially altered without Trust's prior consent, which consent shall not be unreasonably withheld provided any disturbance to the Property is restored and re-vegetated to the fullest extent possible so as not to diminish the scenic or wildlife Conservation Values of the Property.

Additionally, as necessary to the uses permitted in Subsection 6.1 and 6.2 and provided that the location and use of the following described amenities is consistent with preservation and protection of the scenic and wildlife Conservation Values of the Property, Grantor may install, maintain and use the following within the Agricultural Zone: (A) communication facilities and appurtenant structures or equipment; (B) utility lines and substations; (C) water lines, pumps and wells; (D) wind-powered electric generators, solar collectors, fuel cells, and other energy-related technology for onsite use. No such amenities may be located in the Wildlife Zone without the consent of the Trust, which consent shall be granted in the Trust's sole discretion. Any impact from the installation and/or maintenance of such amenities to the Property or its Conservation Values shall be restored as closely as possible to the Property's original condition using appropriate native vegetation by the entity installing or maintaining the abovementioned facility;

6.14. Water Rights.

A. Water Rights Included. The Property includes all of Grantor's rights, title and interest in the Water Rights described in **Exhibit E** in this Easement; Grantor shall have the right to continue use of the Water Rights on the Property in order to protect and preserve the Conservation Values of the Property. Grantor shall have the right to improve, maintain, repair, relocate and reconstruct facilities related to the Water Rights (such as ditches, wells and reservoirs), and to convert historic flood irrigation activities to sprinkler irrigation systems with notice to the Trust;

B. Restrictions on Water Rights. The Water Rights may not (i) be changed to or used for municipal, industrial, or commercial uses; (ii) be changed for use off of the Property; (iii) be sold, leased, or encumbered separately from the Property or legally separated from the Property; or (iv) have their points of diversion, or their type or place of use within the Property changed, except pursuant to a legally-recognized interruptible supply contract, fallowing agreement, emergency water loan, or similar agreement to temporarily increase instream flows in East Coulter Creek. Water Rights may be used for other activities on the Property that are not prohibited by the terms of this Easement Deed, after a written determination by the Trust that such changes are consistent with the



Reception#: 740028  
12/27/2007 10:39:06 AM Jean Alberico  
9 of 22 Rec Fee:\$111.00 Doc Fee:0.00 GARFIELD COUNTY CO

preservation and protection of the Conservation Values, and do not create an intent to abandon;

C. Protection of Water Rights. If Grantor fails to maintain the historic use of the Water Rights, or the Water Rights are otherwise subject to a threat of abandonment, the Trust shall have the right, but not the obligation, to (i) enter upon the Property and undertake any and all actions reasonably necessary to continue the use of the historic Water Rights.

D. Effect of Loss. No loss of Water Rights through injury or abandonment, or conversion of the Water Rights as set forth above, shall be considered a severance of the title to the Water Rights from the Property for federal or state tax or other purposes, or as basis for extinguishment of the Easement Deed.

7. **Access.** Grantor hereby prohibits the public any more than visual access to any portion of the Property, although Grantor may permit public access to the Property on such terms and conditions as it deems appropriate, provided that such access is consistent with the terms of this Easement Deed.

8. **Representations and Warranties.** Grantor represents and warrants that, after reasonable investigation and to the best of its knowledge:

8.1. No substance defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise or threatening to human health or the environment exists or has been used or released on the Property, except for fuels customarily used or transported in connection with agricultural and construction activities on the;

8.2. There are not now any underground storage tanks located on the Property, and no underground storage tanks have been removed from the Property in a manner not in compliance with applicable laws, regulations, and requirements;

8.3. Grantor and the Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Property and its use and there are no existing, pending or threatened litigation in any way affecting, involving, or relating to the Property;

8.4. Grantor has good and sufficient title to the Property and has lawful authority to grant and convey the Easement, that any mortgages or liens on the Property are subordinate to the terms of this Easement Deed, and that Grantor shall warrant and forever defend the title to the Easement against all and every person or persons lawfully claiming by, through or under Grantor, the whole or any part thereof, except for rights-of-way, easements, restrictions, covenants and mineral reservations of record.

9. **Trust's Remedies: Enforcement.** The Trust shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Easement Deed. If the Trust finds what it believes is a violation, or a threat of a violation, the Trust shall notify

Reception #: 740028  
12/27/2007 10:39:06 AM Jean Alberico  
10 of 22 Rec Fee: \$111.00 Doc Fee: 0.00 GARFIELD COUNTY CO

Grantor of the nature of the alleged violation. Upon receipt of this notice, Grantor shall immediately discontinue any activity that could increase or expand the alleged violation and shall either: (A) restore the Property within 60 days as is best possible to its condition prior to the violation in accordance with a plan approved by the Trust, or if immediate restoration is not possible, Grantor shall submit such plan to the Trust within 60 days; or (B) provide a written explanation to Trust of the reason why the alleged violation should be permitted. If the Trust is not satisfied with Grantor's written explanation, the Parties agree to meet as soon as possible to resolve this difference. If a resolution of this difference cannot be achieved at the meeting, the Parties agree to attempt to resolve the dispute pursuant to Section 9.1 below.

At any time, including if Grantor does not immediately discontinue any activity that could increase or expand the alleged violation while the Parties are attempting to resolve the alleged violation, the Trust may take appropriate legal action to stop the activity, without prior notice to Grantor; without waiting for the period provided for cure to expire; and without waiting for the 60-day mediation period to expire. The Trust may bring an action at law or in equity, *ex parte* as necessary, in a court of jurisdiction, to enforce the terms of this Easement Deed and to enjoin by temporary or permanent injunction a violation, which may require restoration of the Property to the condition that existed prior to the violation. The Trust's remedies described herein shall be in addition to all remedies now or hereafter existing at law or in equity, and shall include the right to recover damages for violation of the terms of this Easement Deed or injury to the Conservation Values including damages for the loss of scenic or environmental values.

Enforcement of the terms of this Easement Deed shall be at the sole discretion of the Trust, and any forbearance by the Trust to exercise its rights under this Easement Deed in the event of any breach of any term of this Easement Deed by Grantor shall not be deemed or construed to be a waiver by the Trust of such term or any subsequent breach of the same or any other term of this Easement Deed or of any of the Trust's rights under this Easement Deed. No delay or omission by the Trust in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver. The failure of the Trust to discover a violation or to take immediate legal action shall not bar the Trust from doing so within four (4) years from the date upon which the violation is discovered.

All reasonable costs incurred by the Trust in enforcing the terms of this Easement Deed, including, without limitation, costs and expenses of pursuing legal action and reasonable attorney's fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Easement Deed, shall be borne by Grantor, unless a court finds that the Trust acted in bad faith in seeking enforcement thereof, in which case the court shall award to Grantor and the Trust shall pay Grantor's reasonable costs of defending the action or claim. If Grantor ultimately prevails in a judicial enforcement action, each Party shall bear its own costs.

9.1. Mediation. If a dispute arises between the Parties concerning the consistency of any proposed use or activity with the terms of this Easement Deed, and Grantor agrees not to proceed with the use or activity pending resolution of the dispute, either Party may refer the dispute to mediation by written request upon the other. Within 10 days of the receipt of such request, the Parties shall select a trained and impartial mediator with experience in Easements and other land preservation tools. If the Parties are unable to agree on a mediator, then the Parties

Reception#: 740028  
12/27/2007 10:39:05 AM Jean Alberico  
11 of 22 Rec Fee:\$111.00 Doc Fee:0.00 GARFIELD COUNTY CO

shall each select a mediator with experience in conservation easements and other land preservation tools, and those two mediators shall select a mediator who shall alone mediate the dispute. Mediation shall then proceed in accordance with the following guidelines:

A. Purpose. The purpose of the mediation is to: (i) promote discussion between the Parties; (ii) assist the Parties to develop and exchange pertinent information concerning the issues in dispute; and (iii) assist the Parties to develop proposals which will enable them to arrive at a mutually acceptable resolution of the controversy. The mediation is not intended to result in any express or *de facto* modification or amendment of the terms, conditions, or restrictions of this Easement Deed;

B. Participation. The mediator may meet with the Parties and their counsel jointly or *ex parte*. The Parties agree that they will participate in the mediation process in good faith and expeditiously, except in cases when the Trust believes that Conservation Values are continuing to be harmed during the mediation process, in which case the Trust can suspend its involvement in the mediation to remedy this threat of ongoing violation. Representatives of the Parties with settlement authority will attend mediation sessions as required by the mediator;

C. Confidentiality. All information presented to the mediator shall be deemed confidential and shall be disclosed by the mediator only with the consent of the Parties or their respective counsel. The mediator shall not be subject to subpoena by any Party in any subsequent litigation;

D. Time Period. Neither Party shall be obligated to continue the mediation process beyond a period of 60 days from the date of receipt of the initial request or if the mediator concludes that there is no reasonable likelihood that continuing mediation will result in a mutually agreeable resolution of the dispute. The Parties shall equally share and each bear 50% of the mediator's fees;

#### **10. Costs, Liabilities, Taxes and Environmental Compliance.**

10.1. Costs, Legal Requirements and Liabilities. Grantor retains all responsibilities and obligations and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage, except as provided herein. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor;

10.2. Control. Nothing in this Grant shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Trust to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), and any Colorado state law counterpart;

10.3. Hold Harmless. Grantor shall hold harmless, indemnify and defend the Trust and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Trust Parties") from and against all liabilities, including, without limitation, court awarded third-party attorneys' fees, arising from or in any way connected with: (A) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Trust Parties; (B) the violation or alleged violation of, or other failure to comply with, any state, federal, or local law, regulation, or requirement, by any person other than any of the Trust Parties, in any way affecting, involving, or relating to the Property; (C) the presence or release of hazardous or toxic substances in, on, from, or under the Property at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Trust Parties; (D) payment of taxes imposed upon or incurred by the Property as a result of this Easement including property taxes (E) tax benefits or consequences of any kind which result or do not result from entering into this Easement Deed; and (F) the obligations, covenants, representations, and warranties described herein;

10.4. Waiver of Certain Defenses. No action shall be commenced or maintained to enforce the terms of any building restriction described in this Easement Deed, or to compel the removal of any building or improvement, unless said action is commenced within four (4) years from the date of discovery of the violation for which the action is sought to be brought or maintained. To the extent that any defense available to Grantor pursuant to C.R.S. §38-41-119 is inconsistent with the foregoing, Grantor waives that defense. Grantor waives the defenses of laches, estoppel and prescription with regard to the enforcement of all other terms of this Easement Deed;

10.5. Acts Beyond Grantor's Control. Nothing contained in this Easement Deed shall be construed to entitle the Trust to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes. Grantor is not responsible for acts of third parties not authorized to access the Property, and is responsible for any third parties, including guests or invitees, authorized by Grantor to access the Property;

## **11. Extinguishment and Condemnation.**

11.1. Extinguishment. The Parties agree that any changes in the economic viability of the uses permitted or prohibited by this Easement Deed, or changes to neighboring land and its use shall not be deemed circumstances justifying the termination or extinguishment of the Easement. In addition, the inability of Grantor, or Grantor's heirs, successors or assigns, to implement any or all of the uses permitted under this Easement Deed, shall not impair the validity of this Easement Deed or be considered grounds for its termination or extinguishment.

If circumstances arise in the future that render the purposes of this Easement Deed impossible to accomplish, this Easement Deed can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction after the court has explored all options for importing other purposes for the Easement pursuant to the *cy pres* doctrine. Each Party shall promptly notify the other when it first learns of such circumstances. The amount of the proceeds to which the Trust shall be entitled, after the satisfaction of prior claims, from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination, shall be determined, unless otherwise provided by Colorado law at the time, in accordance with the Proceeds paragraph below;

11.2. Condemnation. If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate the Easement in whole or in part, Grantor and the Trust shall act jointly to recover the full value of the interests in the Property subject to the taking or in-lieu purchase and all damages resulting therefrom. All expenses reasonably incurred by Grantor and the Trust in connection with the taking or in-lieu purchase shall be paid out of the amount recovered. The Trust's share of the balance of the amount recovered shall be determined by an independent appraisal of the separate values of the Grantor's interest and the Trust's interest;

11.3. Proceeds. Grantor and the Trust stipulate that as of the date of this Easement Deed, they are each vested with a real property interest in the Property. The Parties further stipulate that the Trust's interest in the Easement has a value of forty percent (40%) of the fair market value of the Property from this date forward, and such percentage interest shall remain constant in relation to any future fair market value of the Property. Such percentage interest shall be used only for determining Trust's proportion of proceeds from any payment of damages or action resulting from circumstances described in the Extinguishment and Condemnation paragraphs above. The Parties agree that the value of any improvements to the Property made by Grantor after the date of this Easement Deed is reserved to Grantor. The Parties further agree that to the extent possible, any proceeds paid to the Trust as a result of this Section shall be used exclusively for purposes of restoration or enhancement of the Conservation Values on the Property. If it is not possible to use all of the Trust's proceeds in this manner, such as if the entire Property is condemned or Easement terminated, the Trust shall attempt to apply its proceeds to (A) restoration or enhancement of other conservation easements in the area that may be owned by Grantor or Grantor's family in the future, or (B) if that is not possible, to another conservation purpose within the Property's close vicinity, or (C) if that is not possible, to a conservation purpose within the Trust's mission.

12. Assignment. In the event the Trust is no longer able to carry out its duties and obligations under this Easement Deed, or if circumstances change so that another similar organization is better able to carry out such duties and obligations, the Trust may elect to transfer the Easement with notice given to Grantor, provided that the Trust may assign its rights and obligations under this Easement Deed only to an organization that is (A) a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code of 1986, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder; (B) authorized to acquire and hold conservation easements under Colorado law; and

Reception#: 740028  
12/27/2007 10:39:06 AM Jean Alberico  
14 of 22 Rec Fee:\$111.00 Doc Fee:0.00 GARFIELD COUNTY CO

(C) charged with a mission similar to that of the Trust. As a condition of such transfer, the Trust shall require the transferee to expressly agree, in writing, to carry out and uphold the purposes of the Easement and the Conservation Values and otherwise assume all of the obligations and liabilities of the Trust set forth herein or created hereby. After such transfer, the Trust shall have no further obligation or liability under this Easement Deed.

**13. Subsequent Transfers.** Grantor agrees to notify any party who may purchase, lease, or otherwise hold interest in this Property of the existence and terms of this Easement Deed, and to provide a copy of the Deed and the Baseline Documentation to such party if requested. Grantor further agrees to give notice to the Trust of the transfer of any such interest prior to transfer, and provide the opportunity for the Trust to explain the terms of this Deed to potential new owners prior to sale closing without unreasonably delaying the close of the transfer or sale of the Property

In addition, at any time Grantor transfers the Property to anyone other than Grantor's family, heirs or beneficiaries, that party shall pay a transfer fee of \$100.00 to the Trust to cover administrative costs associated with the transfer as well as put the Third Party Purchaser on notice of the terms of this Easement Deed. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement Deed or limit its enforceability in any way.

**14. Notices.** Any communication that either Party desires or is required to give to the other shall be in writing and served personally or sent by first class mail, postage prepaid, addressed as follows or to such other address as either party from time to time shall designate by written notice to the other:

To Grantor: James D. and Hensley R. Peterson  
PO Box 1714  
Aspen, CO 81612

To the Trust: Aspen Valley Land Trust  
320 Main Street, Suite 204  
Carbondale, CO 81623

**15. Recordation.** The Trust shall record this instrument in timely fashion in the official records of Garfield County, Colorado and may re-record it at any time as may be required to preserve its rights in this Easement Deed.

**16. Amendment.** If circumstances arise under which an amendment to this Easement Deed would be appropriate to promote the purposes of the Easement, Grantor and the Trust may jointly amend this Easement Deed. However, the Trust is under no obligation to amend this Easement Deed, and may decline any amendment in its sole discretion and exclusive judgment. Any amendment must be consistent with, and protect and preserve, the purposes of the Easement and the Conservation Values and may not affect the Easement's perpetual duration. Any amendment must be in writing, signed by all the Parties, and recorded in the records of the Clerk and Recorder of the appropriate Colorado County. Correction deeds to correct factual mistakes

Reception#: 740028  
12/27/2007 10:39:06 AM Jean Alberico  
15 of 22 Rec Fee:\$111.00 Doc Fee:0.00 GARFIELD COUNTY CO

or typographical or clerical errors may be made at the discretion of the Trust. No amendment shall be allowed that affects the qualification of this Easement or the status of the Trust under any applicable laws, including C.R.S. Section 38-30.5-101, *et seq.*, or Section 170(h) of the Code or any regulations promulgated thereunder. No amendment shall be permitted that will confer a private benefit to Grantor or any other individual or entity (see IRS Reg. 1.170A-14(h)(3)(i)) greater than the benefit to the general public, or that will result in private inurement to a Board member, staff or contract employee of Trust (see IRS Reg. 1.501(c)(3)-1(c)(2)).

**17. Subordination.** At the signing of this Easement Deed, the Property is not subject to any mortgages or liens.

**18. General Provisions.**

**18.1. Exhibits.** The following Exhibits are attached to and incorporated by reference into this Easement Deed.

**Exhibit A:** Property Legal Description,  
**Exhibit B:** Map of Property and Property Use Zones,  
**Exhibit C:** Aerial Photo of Building Envelope,  
**Exhibit D:** Baseline Documentation Summary,  
**Exhibit E:** Water Rights;

**18.2. Definitions.** The terms "Grantor" and "the Trust," wherever used herein, and any pronouns used in place of those terms, shall refer to, respectively, Grantor and its heirs, personal representatives, executors, administrators, successors and assigns, and the Trust, its successors and assigns. The term "Property," wherever used herein, shall refer to the 78 acres of land described in the first paragraph of this Easement, as well as on **Exhibit A**. The term "Water Rights," wherever used herein, shall refer to the water rights alone, as described in **Exhibit E**. The terms "Easement" and "Conservation Easement in gross" refer to the immediately vested interest in real property defined by Colorado Revised Statutes §§ 38-30.5-101 *et seq.* The term "Easement Deed" refers to this legal document, consisting of the rights and restrictions enumerated herein, by which said Easement is granted;

**18.3. Controlling Law.** The interpretation and performance of this Easement Deed shall be governed by the laws of the State of Colorado;

**18.4. Liberal Construction.** This Easement Deed shall be liberally construed in favor of the grant to effect the purposes of the Easement and the policy and purpose of C.R.S. §38-30.5-101 *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with ensuring continuation of the purposes of the Easement and the preservation and protection of the Conservation Values that would render the provision valid shall be favored over any interpretation that would render it invalid. The common law rules of disfavoring restrictions on the use of real property and construing restrictions in favor of the free and unrestricted use of real property shall not apply to interpretations of this Easement Deed or to disputes between the Parties concerning the meaning of particular provisions of this Easement Deed;

Reception# 740028  
12/27/2007 10:39:05 AM Jean Alberico  
16 of 22 Rec Fee:\$111.00 Doc Fee:0.00 GARFIELD COUNTY CO

18.5. Severability. If any provision of this Easement Deed, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement Deed shall be deemed severable and remain in full force and effect;

18.6. Entire Agreement. This instrument sets forth the entire agreement between the Parties with respect to the Easement Deed and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement Deed, all of which are merged herein;

18.7. No Forfeiture. Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect;

18.8. Joint Obligation. The obligations imposed by this Easement Deed upon Grantor shall be joint and several (in the event that there is more than one Grantor);

18.9. Successors. The covenants, terms, conditions, and restrictions of this Easement Deed shall be binding upon, and inure to the benefit of, the Parties hereto and Grantor's respective personal representatives, heirs, successors, transferees, and assigns, and the Trust's successors, transferees, and assigns, and shall continue as a servitude running in perpetuity with the Property;

18.10. Termination of Rights and Obligations. A Party's rights and obligations under this Easement Deed terminate upon transfer of the Party's interest in the Easement or the Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer;

18.11. Captions. The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation;

18.12. Counterparts. The Parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by all the Parties; each counterpart shall be deemed an original instrument as against any Party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling;


18.13. Merger. Unless the Parties expressly state that they intend a merger of estates or interests to occur, no merger shall be deemed to have occurred hereunder or under any document executed in the future affecting this Easement Deed.

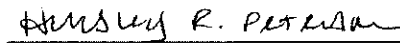
18.14. Development Rights. Grantor hereby grants to the Trust all development rights associated with the Property except as specifically reserved herein for the limited purpose of ensuring that such rights are forever terminated and extinguished, and may not be used by Grantor, the Trust, or any other party.

Reception#: 740028  
12/27/2007 10:39:06 AM Jean Alberico  
17 of 22 Rec Fee:\$111.00 Doc Fee:0.00 GARFIELD COUNTY CO

IN WITNESS WHEREOF, Grantor and the Trust have executed this Deed of Conservation Easement as of the date first written above.

**GRANTOR:**

  
James D. Peterson

  
Hensley R. Peterson

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF GARFIELD    )

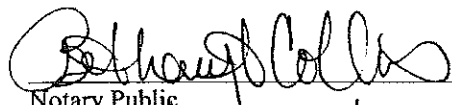
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of December 2007, by James D. Peterson and Hensley R. Peterson, as Grantor.

WITNESS my hand and official seal.

[SEAL]



My Commission Expires November 07, 2011

  
Notary Public  
My commission expires: 11/7/11

**ACCEPTED by TRUST:**  
ASPEN VALLEY LAND TRUST,  
a Colorado nonprofit corporation,

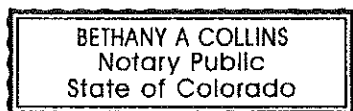
By:   
Martha Cochran, Executive Director

STATE OF COLORADO    )  
                                  ) ss.  
COUNTY OF GARFIELD    )

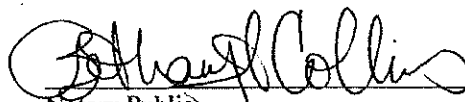
The foregoing instrument was acknowledged before me this 24<sup>th</sup> day of December 2007, by Martha Cochran, as Executive Director of ASPEN VALLEY LAND TRUST, a Colorado nonprofit corporation.

WITNESS my hand and official seal.

[SEAL]



My Commission Expires November 07, 2011

  
Notary Public  
My commission expires: 11/7/11

Reception#: 740028  
12/27/2007 10:39:06 AM Jean Alberico  
18 of 22 Rec Fee:\$111.00 Doc Fee:0.00 GARFIELD COUNTY CO

**EXHIBIT A**  
Legal Description of Property

Our Order No: GW248843

**LEGAL DESCRIPTION**

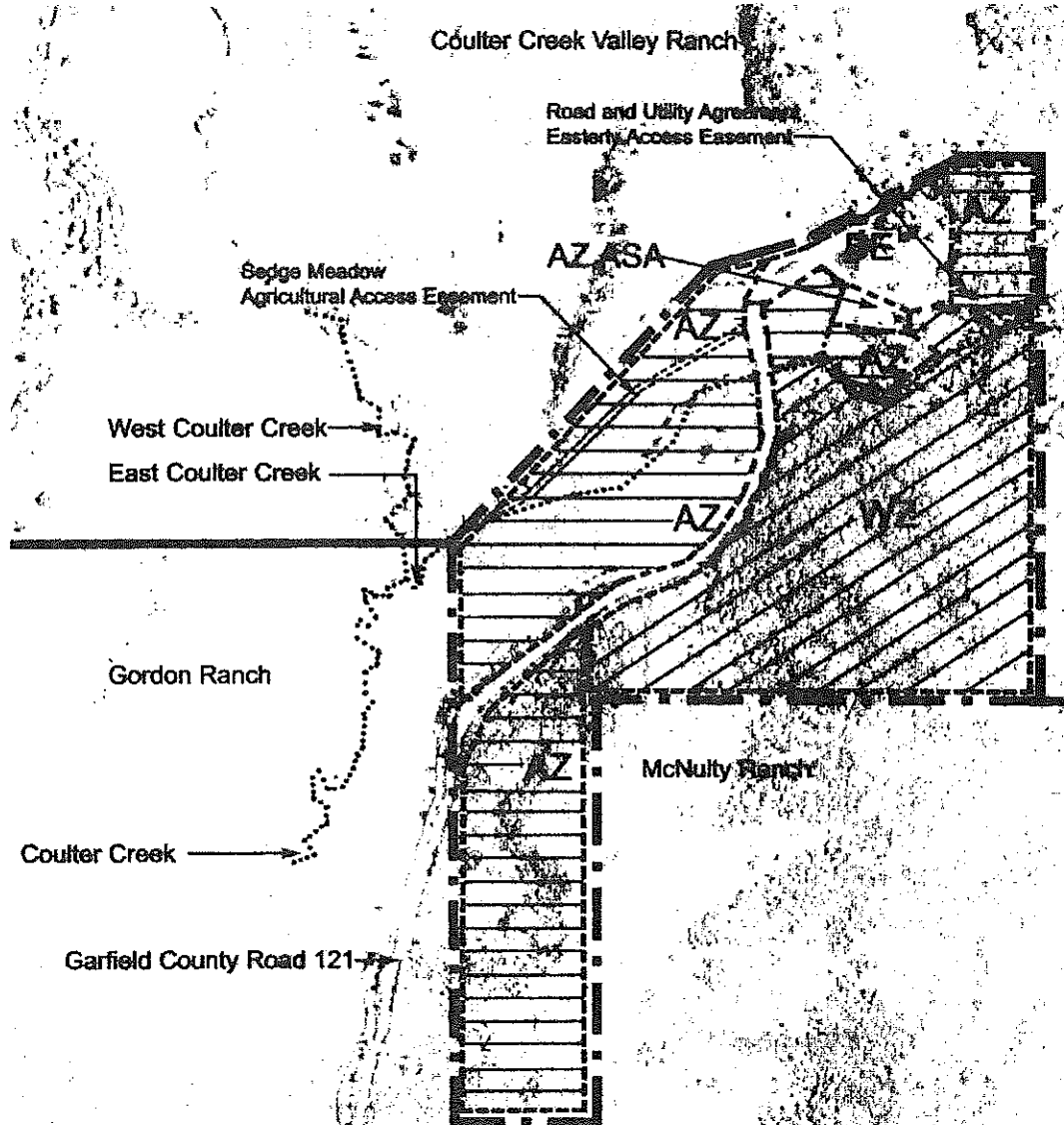
A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 6 SOUTH, RANGE 87 WEST OF THE THE 6TH P.M., SAID PARCEL BEING PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF A PARCEL OF LAND DESCRIBED IN BOOK 445 AT PAGE 131 OF THE GARFIELD COUNTY CLERK AND RECORDER'S RECORDS LYING SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN A FENCE LINE WHENCE THE N1/4 CORNER OF SAID SECTION 32 BEARS N. 08 DEGREES 08' 21" E. 3959.68 FEET; THENCE ALONG SAID FENCE LINE THE FOLLOWING NINE (9) COURSES: N. 01 DEGREES 31' 21" W. 422.97 FEET; THENCE N. 37 DEGREES 13' 37" E. 507.14 FEET; THENCE N. 11 DEGREES 16' 59" E. 119.87 FEET; THENCE N. 29 DEGREES 49' 20" E. 197.85 FEET; THENCE N. 23 DEGREES 10' 28" E. 219.91 FEET; THENCE N. 88 DEGREES 48' 05" E. 109.21 FEET; THENCE N. 60 DEGREES 55' 30" E. 504.23 FEET; THENCE N. 10 DEGREES 09' 32" E. 67.86 FEET; THENCE N. 57 DEGREES 59' 22" E. 322.99 FEET; THENCE N. 90 DEGREES 00' 00" E. 573 FEET MORE OR LESS TO THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 445 AT PAGE 131

COUNTY OF GARFIELD  
STATE OF COLORADO

# EXHIBIT B: Map of Property and Property Use Zones



• — James & Hensley Peterson 78 Acres - "The Property"

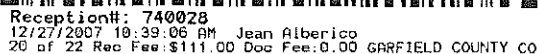
AZ Agricultural Zone

WZ Wildlife Zone

ASA Agricultural Structures Area

BE Building Envelope





**EXHIBIT C: Aerial Photo of Building Envelope**  
*SECTION 32, TOWNSHIP 6 SOUTH,*  
*RANGE 87 WEST, 6TH P.M.*  
*GARFIELD COUNTY, COLORADO*



**SCHMUESER GORDON MEYER, INC.**  
118 W. 6TH STREET, SUITE 200  
GLENWOOD SPRINGS, COLORADO 81601  
(970) 945-1004 FAX (970) 945-5948  
ASPEN, COLORADO (970) 925-6727  
CRESTED BUTTE, CO (970) 349-5353

*PETERSON*

Job No.	2006-49	Date:	OCT 2006	Drawn by:	KW	File:	PE
---------	---------	-------	----------	-----------	----	-------	----

Reception#: 740028  
12/27/2007 10:39:06 AM Jean Alberico  
21 of 22 Rec Fee:\$111.00 Doc Fee:0.00 GARFIELD COUNTY CO

**EXHIBIT D: Baseline Documentation Summary**  
*Prepared by Sarah Shaw, December 2007*

The Peterson Ranch is a 78-acre private ranch parcel owned by James and Hensley Peterson, located at the northerly end of Garfield County Road 121 and traversed by East Coulter Creek. Active uses of the property include seasonal livestock grazing and passive recreational activities such as hiking, horseback riding and general ranch maintenance and irrigation work.. Adjacent land uses are similar as the Coulter Creek Valley Ranch LLLP owns additional land contingent to the parcel.

The primary purpose of the conservation easement on the Peterson Ranch is to preserve, in perpetuity, relatively natural habitat for plants and wildlife, agricultural values, and scenic and open space values.

**Wildlife Habitat:** The Property contains significant wildlife habitat with a high diversity of native wildlife species. Except for the proposed building envelope which currently is the site of an historic residence, barn, homestead cabin, and landscaped grounds and pond, the property is undeveloped and undisturbed. The thick, vegetative cover of the oak-mountain shrublands provide cover and an abundance of berries, seeds and other forage for resident, migrating, and wintering animals. The Property contains overall range for elk, mule deer and black bear, migration areas and summer and winter range for mule deer, and severe winter range for elk. Regular sightings of bobcats and occasional sightings of bear and other carnivores indicate that this Property and the surrounding lands are inhabited by a fairly balanced wildlife community.

**Ecological:** The Property possesses significant high quality montane ecosystems including sagebrush shrubland, oak-mountain shrubland, and montane riparian, wetland, and grassland areas. Though the agricultural lands have caused fragmentation of the natural life zones on the Property and throughout the Coulter Creek Valley and the general region, the quality of the habitat still supports a remarkable diversity of native plant and wildlife species. The plant communities found on the Property are in good to excellent condition, evidence of the Peterson's careful stewardship of the land. Islands of diversity such as the tiny stands of spruce, aspen and Douglas fir along the ribbon of riparian habitat that bisects the property are home to a wildlife and vegetative community that represents at least half of the plant and animal species documented in the baseline study. In addition, Property is ecologically significant as part of a potentially larger conservation landscape and its protection represents an important step in encouraging adjacent and nearby landowners to place easements on their ranches in a region of Colorado where ranching is becoming a rarity and open agricultural landscapes are being converted into rural subdivisions.

**Scenic/Open Space Values:** This Property, located at the northerly end of the Coulter Creek Valley, provides considerable open space values. The scenic valley maintains an agricultural land use pattern of expansive ranch land and some low-density residential development at the southerly end on land previously owned by the Laurence family. Much of the valley floor is comprised of three historic ranch compounds and the accompanying pasture land. County Road 121 skirts the eastern flank of the valley, terminating at the entrance to the Peterson Ranch headquarters. The Property is visible to the public from about one-half mile of Garfield County Road 121, and from a parcel of land managed by the Bureau of Land Management (and used primarily by big game hunters), located to the west. Conservation of this Property preserves the ecological integrity and the scenic qualities of a valley in an area where open ranchland is rapidly transitioning to small-acre developments.

**Agricultural values:** Portions of the easement property are seasonally grazed by livestock. Areas include the open meadows adjacent to East Coulter Creek, and approximately twenty acres of the oak shrubland hillside in the southwestern portion of the Property. The grazing is carefully monitored by both the Petersons and the rancher who leases the Property, and is used in a manner that does not impair the conservation values or contribute significantly to soil erosion or weed management issues. Approximately 12 acres of the open meadow pastures along East Coulter Creek are irrigated.

Reception#: 740028  
12/27/2007 10:39:06 AM Jean Alberico  
22 of 22 Rec Fee:\$111.00 Doc Fee:0.00 GARFIELD COUNTY CO

## **EXHIBIT E**

### **Water Rights**

The "Water Rights" include, without limitation, all of the Grantor's right, title and interests in any and all water and water rights beneficially used on the Property, and all canals, ditches, laterals, headgates, springs, ponds, reservoirs, water allotments, water shares and stock certificates, contracts, units, wells, and easements and rights of way associated therewith. The "Water Rights" include surface water rights and groundwater rights, whether tributary or nontributary, decreed or undecreed, and specifically Grantor's interest in the following:

0.4 cubic feet per second of water for irrigation from Prior Ditch No. 25 (a.k.a. Small Prior Ditch) located in Garfield County, Colorado in the NW1/4NE1/4SE1/4 of Section 32, Township 6 South, Range 87 West of the 6<sup>th</sup> P.M., Water District 38, Division 5, on Coulter Creek tributary to Cattle Creek, tributary to the Roaring Fork River, priority no.103, as decreed in case no. W3232 on May 11, 1889 with an appropriation date of August 25, 1884;

1.5 cubic feet per second of water for irrigation and domestic use from Toms Spring, located in Garfield County, Colorado in the SE1/4SW1/4NE1/4 of Section 32, Township 6 South, Range 87 West of the 6<sup>th</sup> P.M., Water District 38, Division 5, on Coulter Creek, tributary to Cattle Creek, tributary to the Roaring Fork River; as decreed in court case no. W1898 on December 31, 1973, with an appropriation date of December 31, 1910; and

0.9 acre feet of water for irrigation, recreation, fishery, fire and stock from Teal Pond, located in Garfield County, Colorado in the SE1/4SW1/4NE1/4 of Section 32, Township 6 South, Range 87 West of the 6<sup>th</sup> P.M., Water District 38, Division 5, on Coulter Creek, tributary to Cattle Creek, tributary to the Roaring Fork River, as decreed in case no. 99CW0173 on December 31, 1999 with an appropriation date of September 1, 1975;

3803110\_2.DOC

**JAMES D. PETERSON**

June 18, 2009

Fred A. Jarman, Director  
Garfield County Building and Planning  
109 8<sup>th</sup> Street, Suite 401  
Glenwood Springs, CO 81601

**RECEIVED**

JUN 19 2009

GARFIELD COUNTY  
BUILDING & PLANNING

Re: Peterson Road Vacation Application

Dear Fred,

Yesterday I met with David Pesnichak and filed an application to Garfield County for the vacation of an abandoned 1904 roadway crossing the 78 acre ranch property owned by my wife, Hensley, and me in the Coulter Creek Valley.

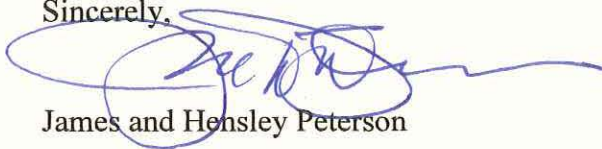
A portion of the abandoned roadway proposed to be vacated by the County also extends northerly onto additional ranch property owned by our family partnership, Coulter Creek Valley Ranch LLC.

As part of our application we are requesting that the County also vacates that portion of the abandoned 1904 roadway to either to James and Hensley as the applicants or directly to our family partnership. If that portion is vacated to James and Hensley, we would agree to deed that portion to the family partnership for which I am the general partner. David requested that we include as part of our application four copies of the enclosed "Road and Utility Easement Agreement Westerly Access". This easement was granted by Hensley and me to the family partnership in 2007 (prior to our granting a conservation easement to Aspen Valley Land Trust on our 78 acre ranch parcel) to ensure road access to the family partnership lands from County Road 121. This easement also ensures that the family partnership land has adequate road access if the County approves the vacation of the 1904 roadway requested in our application.

David expressed that the County would also require, as part of its vacation of the 1904 abandoned roadway, that Hensley and I deed a 60' wide parcel of land 30' on each side of the centerline of the designated County Road 121 from the point this road enters the south line of our 78 acre parcel extending northerly to a locked gate located at the beginning of the dirt road that provides access to the family partnership land. We are agreeable to make this requirement a condition of the County's approval of our road vacation application.

We hope this information is helpful to the County's review of our application. Please let us know if you find that additional information is needed. You may reach me weekdays at my office at 925-7796 or at our ranch at 945-7855.

Sincerely,



James and Hensley Peterson

Enclosure: 4 copies of Westerly Easement

**JAMES D. PETERSON**

December 30, 2009

Ms. Kathy Eastley, Senior Planner  
Garfield County Building and Planning  
108 8<sup>th</sup> Street, Suite 401  
Glenwood Springs, CO 81601

Re: Garfield County Application for Vacating Public Roads and Rights-of-Way signed  
by James D. and Hensley R. Peterson on December 2, 2009

Dear Ms Eastley,

Today I am delivering with this letter a total of 27 copies of our completed application  
with documents and surveys for your distribution to Garfield County referral agencies,  
Planning Commission, and Board of County Commissioners.

It is our understanding that the review of our application by the Planning Commission  
will be scheduled for February 24, 2010.

Wishing you a very happy new year,

Sincerely,



James D. Peterson

**Garfield County**

108 8th Street Suite 401

Glenwood Springs, CO 81601-

Phone: (970)945-8212 Fax: (970)384-3470

**RECEIPT/INVOICE****Applicant**

James D. &amp; Hensley R. Peterson

Aspen, CO

**Invoice Number:** INV-6-09-19496**Invoice Date:** 6/24/09**Plan Case:** Road Vacation, RVAC-6-09-5955**Return to:**Garfield County  
108 8th Street Suite 401  
Glenwood Springs, CO 81601-**Memo:****Fee Name****Fee Type****Fee Amount**

Road Vacation Fee

Fixed

\$400.00

**Total Fees Due: \$400.00****PAYMENTS****Date****Pay Type****Check Number****Amount Paid****Change**

06/24/2009

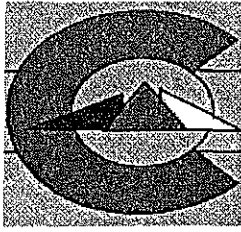
Check

3011

\$400.00

\$0.00

**Total Paid: \$400.00****Total Due: \$0.00**



GARFIELD COUNTY  
 Building & Planning Department  
 108 8<sup>th</sup> Street, Suite 401  
 Glenwood Springs, Colorado 81601  
 Telephone: 970.945.8212 Facsimile: 970.384.3470  
[www.garfield-county.com](http://www.garfield-county.com)

RVAC 71 09

## VACATING PUBLIC ROADS & RIGHTS-OF-WAY

### GENERAL INFORMATION (Please print legibly)

- Name of Property Owner: JAMES D. AND HENSLEY R. PETERSON
- Mailing Address: P.O. Box 1714 Telephone: (970) 925-7796
- City: Aspen State: CO Zip Code: 81612 Cell: ( )
- E-mail address: petersonjdp@msn.com FAX: (970) 925-7796
- Name of Owner's Representative, if any, (Attorney, Planner, Consultant, etc):
- OWNER
- Mailing Address: \_\_\_\_\_ Telephone: ( )
- City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_ Cell: ( )
- E-mail address: \_\_\_\_\_ FAX: ( )
- Description of Request: OWNER REQUESTS GARFIELD COUNTY VACATE A 60' WIDE STRIP OF LAND TRANSFERRED BY AMOS RALSTON DEED DATED 1/3/1904 to GARCO FOR COUNTY ROAD PURPOSES AS GARCO CR 121 PROVIDES ADEQUATE ACCESS TO OWNER'S PROPERTY.
- Street Address / General Location of Property: NORTHERLY TERMINUS of improved Garfield County Road 121
- Legal Description: SEE ATTACHED DEED AND SURVEY
- Assessor's Parcel Number: 2189 - 324 - 00 - 030
- Existing Use: AGRICULTURE - RANCHING
- Property Size (in acres) 78 Zone District: \_\_\_\_\_

1. Description (survey) of dede ROW Last Revised 12/29/08
2. 60' AS-BUILT road w/ legal entrance length
3. proposed description (survey) & describe CCV Ranch

## **Application for Vacating Public Roads and Rights-of-Way Garfield County, Colorado**

This application is made by James D. and Hensley R. Peterson (owners of the Peterson Ranch-a 78 acre parcel of land) to the Board of County Commissioners of Garfield County, Colorado for vacation of a 60' wide strip of land transferred by a warranty deed dated October 3, 1904 to the Board of County Commissioner of Garfield County.

The following is a list of contents submitted as part of this application according to the submittal requirements of Garfield County's application form for "Vacating Public Roads and Right of Way":

1. Vicinity map-see page 1.
  - A. Location of structures within 200'-see page 2.
  - B. Land use for adjacent properties-see page 1.
  - C. Utility location relative to proposed road vacation-see page 2,3,4
  - D. Legal description of proposed vacation-see attached Schmueser Gordon Meyer survey map dated September 20, 1990 with description of road vacation added in April 2009. See attached Exhibit A
2. Any additional materials to be determined by Planning Director.

Since the proposed road vacation extends through the applicants' property northerly to its termination on the adjacent land owned by Coulter Creek Valley Ranch LLLP (CCVR), and to avoid filing two separate applications, the applicants propose that Garfield County vacate the strip of land described in the proposed road vacation to the applicants by deed. The applicants will provide a deed to CCVR transferring that portion of the road extending onto CCVR which deed would be recorded simultaneously with the applicants' deed from the County-see page 22.
3. The proposed road vacation has not been used since the James Peterson observed the applicants' property in 1973 and it is estimated that this strip of land has not been used as a county road since Garfield County changed the road alignment and improved that alignment with an all-season gravel surface. The applicant is not sure when that alignment was constructed, but it is estimated that work may have been done as early as the 1920s or 1930s. The more recent improved county roadway has been designated by the Garfield County as County Road 121 which extends from the intersection of County Road 115 near the historic Upper Cattle Creek Schoolhouse northerly to the entrance gate and private driveway to the Peterson Ranch headquarters and adjacent locked gate where a narrow unimproved dirt road begins and extends northerly providing historical agricultural access to ranch lands owned by Coulter Creek Valley Ranch LLLP (a Peterson family limited partnership), Crystal River Ranch, Jim and Sharon Nieslanik Ranch and the Consolidated Reservoir (no residential improvements are accessed by this dirt road)  
James Peterson has provided some history of the land traversed by the proposed road vacation and the people who were part of the land based on his limited knowledge-see pages 5 and 6

It is estimate that approximately ten vehicle round trips use the portion of 121 Road that in the past replaced a portion of the proposed road vacation. 121 Road dead-ends at the Peterson Ranch gate. Several vehicles each day on the average mistake 121 Road for the nearby Cottonwood Pass Road (County Road 113) and turn around at the Peterson gate.

4. Map and survey of Holy Cross utility alignment showing no utilities located in or using the proposed road vacation-see pages 2,3 and 4.

5. Letter dated April 16, 2009 from Carbondale and Rural Fire Protection District-see page 7

6. Copy of original deed from Amos Ralston to Garfield County for county road purposes-see page 8

7. Legal documents showing the 60' wide strip of land and legal description from Amos Ralston-page 8; Coryell to Peterson-pages 9, 10 and 11; Peterson to Peterson pages 12, 13 and 14; Peterson to Peterson -page 15; and Old Republic National Title Company ALTA Commitment dated March 31,2006-see pages 16-20 and note item 11 on page 18.

8. The proposed vacation provides no access to public lands. The nearest public land is Bureau of Land Management land approximately one-half mile to the west of the proposed vacation.

9. Property owners adjacent to the proposed vacation are as follows-see page 1:

JG Real Property LLC (owner of J Gordon Ranch)  
Attn: John Bickford  
4345 Pappa Joe Hendrick Blvd.  
Charlotte, NC 28262

Coulter Creek Valley Ranch LLLC  
Attn: James D. Peterson, general partner  
PO Box 1714  
Aspen, CO 81612

Conservation easement on Peterson Ranch:  
Aspen Valley Land Trust  
Attn: Martha Cochran, Executive Director  
320 Main Street, Suite 104  
Carbondale, CO 81623


Letters from the above property owners supporting this application-see pages 21,22 and 23

We respectfully submit the above information and attachments which we believe to be true and correct to the best of our knowledge.

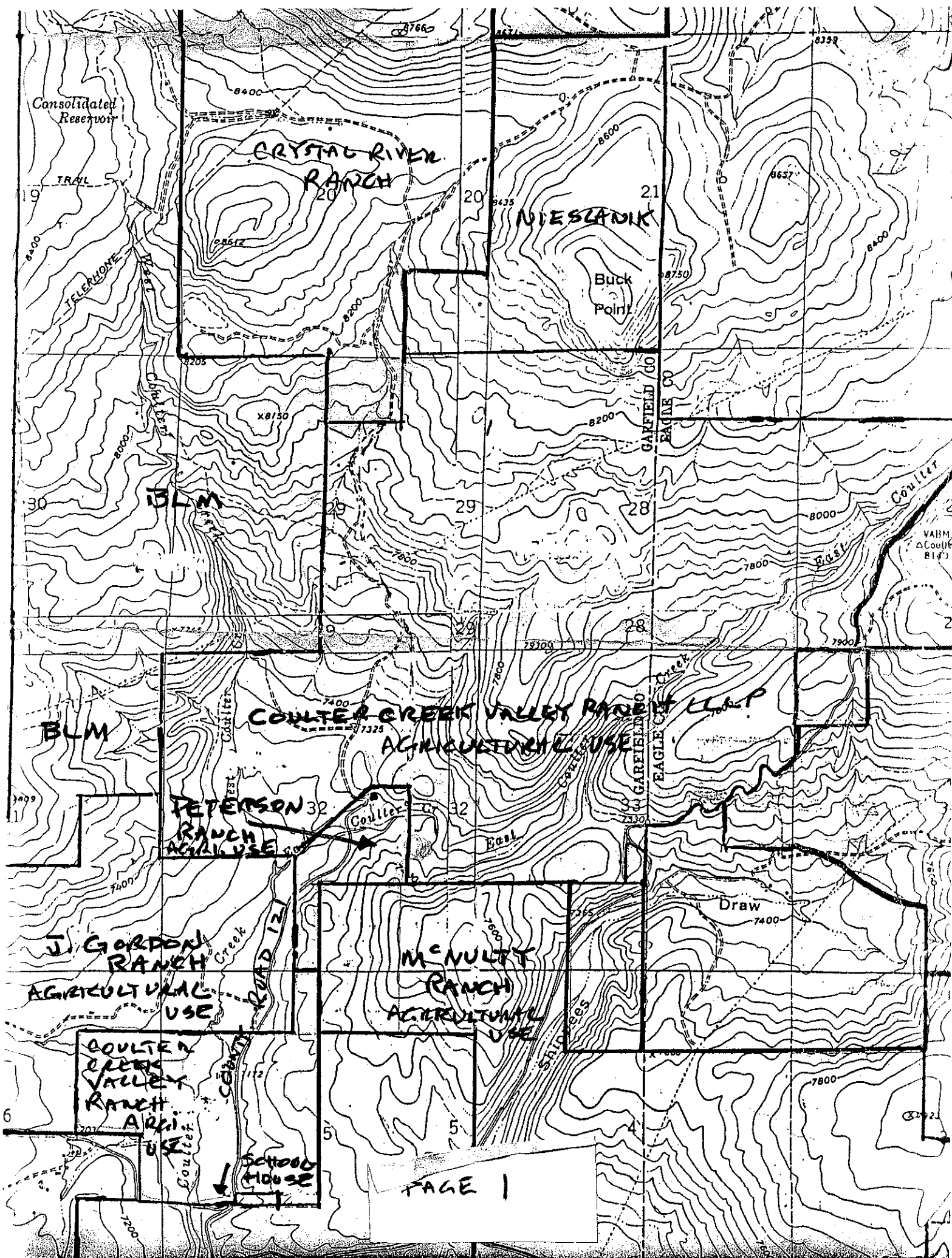
Applicants:

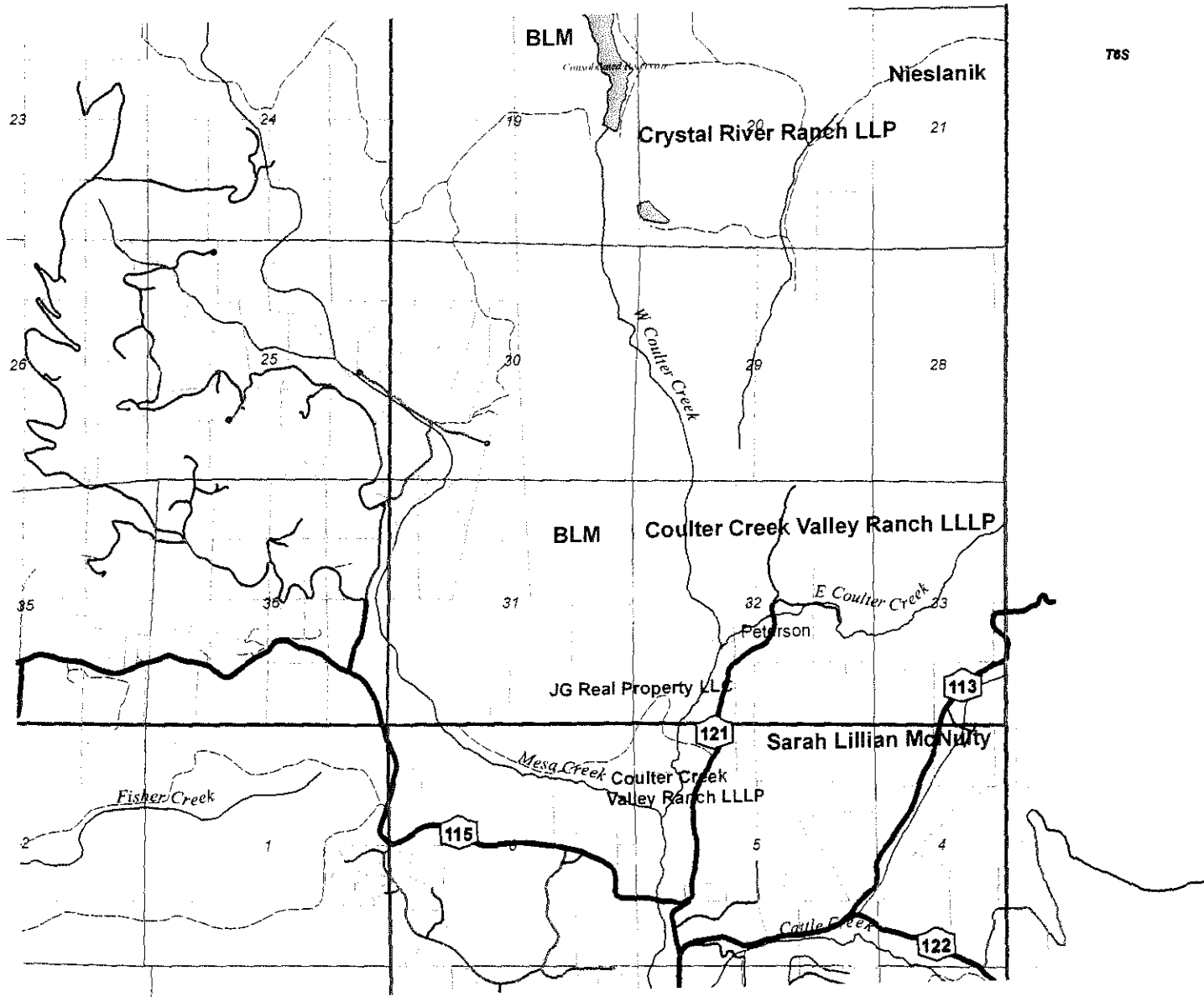
  
James D. Peterson

Date 6/10/09

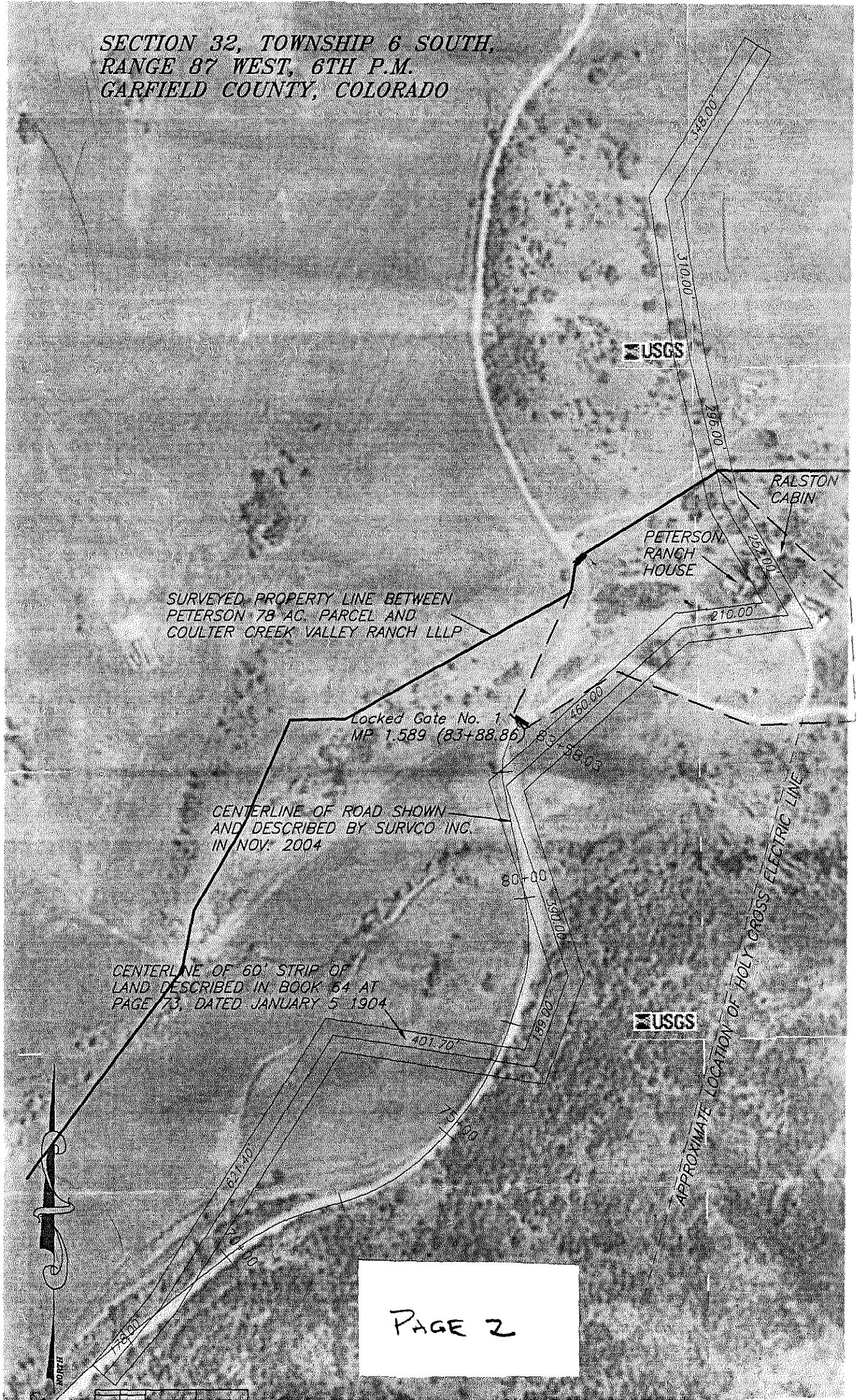
  
Hensley R. Peterson

Date 6/10/09





SECTION 32, TOWNSHIP 6 SOUTH,  
RANGE 87 WEST, 6TH P.M.  
GARFIELD COUNTY, COLORADO



PAGE 2



SCHMUESER | GORDON | MEYER  
ENGINEERS | SURVEYORS

SCHMUESER GORDON MEYER, INC.  
118 W. 6TH STREET, SUITE 200  
GLENWOOD SPRINGS, COLORADO 81601  
(970) 945-1004 FAX (970) 945-5948  
ASPEN, COLORADO (970) 925-6727  
CRESTED BUTTE, CO (970) 349-5355

PETERSON  
1904 RALSTON ROW TO GARCO

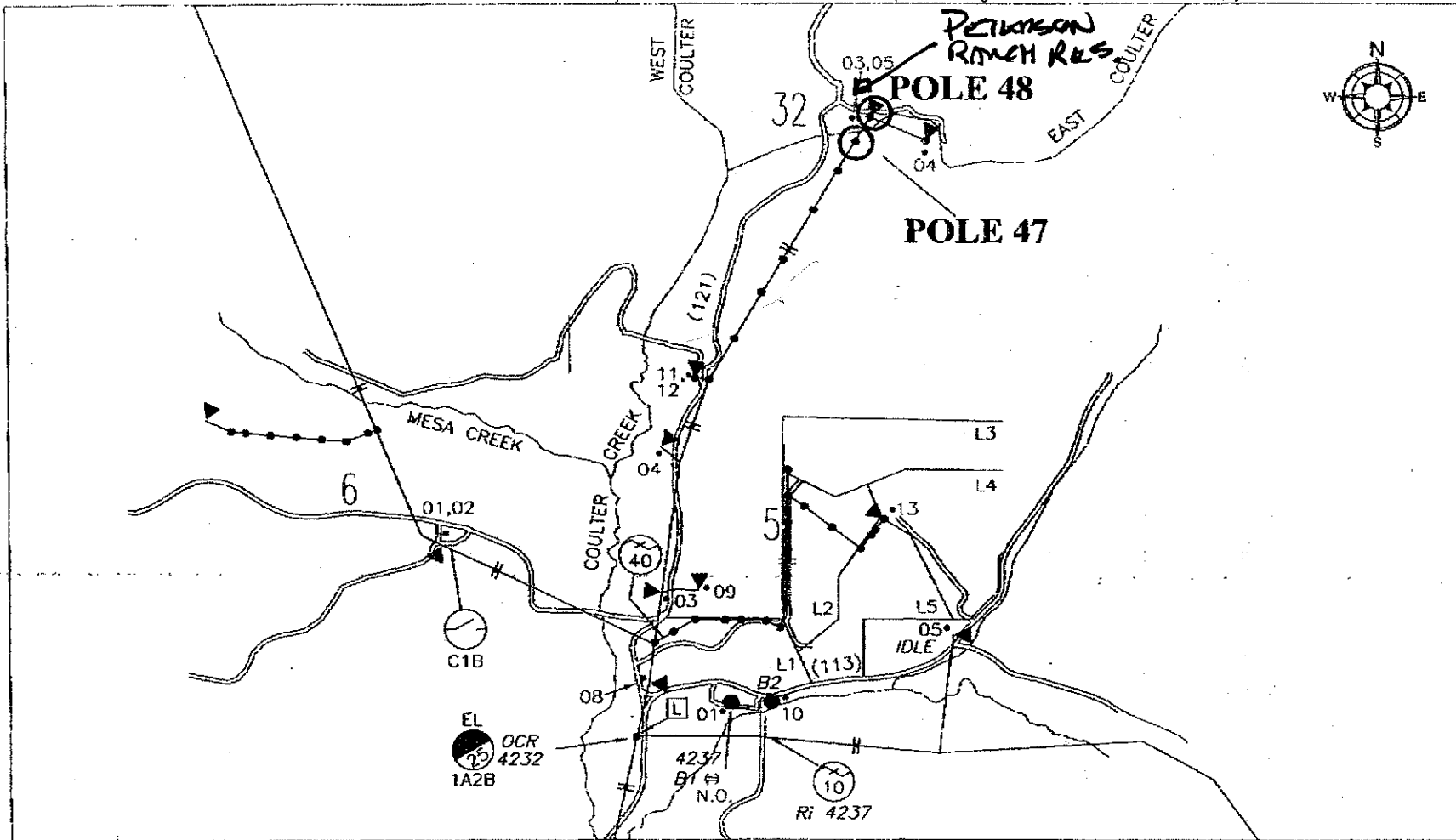
Job No. 2006-49 Date: OCT 2006 Drawn by: KW File: PETERSON

Map Location: 62-32

Job Name: COULTER CRK POLE DAMAGE  
Township: 06 S Range: 87 W Section: 32

County: GARFIELD

W/O #: 19374



**HOLY CROSS ENERGY**

A Tri-State Energy Cooperative, Inc.

FAX TRANSMITTAL SHEET

TO:

James Peterson

DATE:

5-3-07

FROM:

Allen Goad3799 HIGHWAY 82 - P.O. BOX 2150  
GLENWOOD SPRINGS, COLORADO 81602  
(970) 945-5491 FAX # (970) 945-4081

Number of pages (including this cover sheet):

2

FAX #:

925-7796

SUBJECT:

Coulter Crk Pole Damage

MESSAGE:

Allen Goad  
947-5433

PAGE 4

The James and Hensley Peterson Ranch and Coulter Creek Valley Ranch LLLP are requesting that Garfield County vacate a strip of land located on their respective properties which is 60 feet in width bounded and described in a warranty deed dated October 3, 1904 from Amos Ralston to the Board of County Commissioners of Garfield County, recorded as Document No. 30260 in Book 64 at page 73, on January 5, 1905.

The following is a brief history of the property on which this 1904 deeded roadway is located: In the early 1900s, homesteading land in Garfield County required a huge effort to construct fences, shelter and agricultural buildings; clear land for hay fields; excavate irrigation ditches; raise hay crops, livestock and children; and store up provisions to survive the harsh and long winter seasons. Early wagon roads were needed to connect neighboring homesteads to each other as well as to schools and nearby towns. Due to lack of time and resources, homesteaders preferred to solicit help from their county government for constructing and maintaining these roadways. It is assumed that for these reasons, Amos Ralston, who homesteaded in the Coulter Creek Valley, deeded a roadway to connect his ranch with the A. Coulter homestead and the Upper Cattle Creek Schoolhouse to the south and with land on Ralston's northern boundary being homesteaded by Martin McNulty.

Although Ralston deeded the roadway to Garfield County in 1904, he didn't receive his deed or patent of ownership from the US government until 1909, almost five years later. We think that during the 1930s, Garfield County constructed an improved and upgraded roadway along a slightly different alignment which extended to the entrance of the Amos Ralston Ranch headquarters. Today, no trace of the 1904 roadway remains visible on the land. The improved and maintained county roadway is known as Garfield County Road 121 and begins at its junction with CR 115 near the Upper Cattle Creek Schoolhouse.

In 1973, the Peterson family purchased the 400 acre Pat and Adeline Coryell Ranch which included the Ralston homestead and the Martin McNulty homestead. In 1992, the Peterson family added ranch land to the north and east which was operated since the 1940s by Harley Squires and Mary McNulty Squires. Mary McNulty was born in a cabin on East Coulter Creek around 1897, taught school at the Upper Cattle Creek Schoolhouse and ranched in the valley with Harley until her passing in 1988.

In 1992, the Peterson family purchased the Squires Ranch and formed the Coulter Creek Valley Ranch family limited partnership (CCVR) with James Peterson designated as general partner. James and Hensley Peterson retained an adjoining 78 acre parcel known as the Peterson Ranch on which the original Ralston Ranch homestead cabin is located. The Petersons have taken care over their 36 years of ownership to preserve the original homestead cabin and the farmhouse later built by Ralston after he received a 1909 US government patent for his homesteaded ranch.

In 2007, James and Hensley Peterson donated a conservation easement on the 78 acre Peterson Ranch to the Aspen Valley Land Trust (AVLT). As part of this conservation process, the Peterson Ranch granted and recorded road access easements to ensure adequate access to adjacent lands owned by CCVR. The conservation easement limits development on the 78 acre Peterson Ranch to one building envelope on the site of the

current historic ranch headquarters, preserves the riparian zone along East Coulter Creek and protects the agricultural land that is traversed by County Road 121 along its route ending at the Peterson Ranch headquarters entry gate.

Garfield County's approval of the vacation of this unused 1904 roadway will assist the Petersons and AVL T preserve the rural agricultural landscape of the Peterson Ranch as it currently appears. The roadway to be vacated is not visible and the use and location of existing private and public roadways across the Peterson Ranch will remain unchanged.



**FIRE · EMS · RESCUE**

April 16, 2009

Fred Jarman  
Garfield County Building & Planning  
108 8th Street, Suite 401  
Glenwood Springs, CO 81601

**RE: Peterson - Request for Vacation of 1904 Ralston Right of Way**

Dear Fred:

I have reviewed the proposal from Mr. James Peterson regarding the vacation of the 1904 Ralston right of way which crosses his property. Vacation of the right of way will not affect access to the property by emergency vehicles. Emergency access is currently adequate via the existing County Road 121.

Please contact me if you have any questions or if I can be of any assistance.

Sincerely,

Bill Gavette  
Deputy Chief

cc: James Peterson

PAGE 7

No. 30260

STATE OF COLORADO,  
County of Barfield ss.I hereby certify that this instru-  
ment was filed for record in my office  
at 4 23 o'clock A. M.January 5 1905.Wm. Cardwell  
Recorder.By J. P. Ralston  
Deputy.This Deed, Made this 3rd day of October  
in the year of our Lord one thousand nine hundred and four between  
Amos T. Ralstonof the County of Barfield, and State of Colorado, of the first part, and  
the Board of County Commissionersof the County of Barfield, and State of Colorado, of the second part:WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of  
One dollar and other valid considerations DOLLARS,  
to the said part 2d of the first part in hand paid by the said part 2d of the second part, the receipt  
whereof is hereby confessed and acknowledged, he do granted, bargained, sold and conveyed, and by  
these presents do grant, bargain, sell, convey and confirm unto the said part 2d of the second part  
and his heirs heirs and assigns forever, all the following described lot or parcel of land,  
situate, lying and being in the County of Barfield, and State of Colorado, to-wit:

A strip of land bounded and described as follows: Beginning at a point on the line of  
lots one (1) and three (3) Section thirty-two (32) Twp. six (6) S. R. Eighty-seven (87) West 6° P. M.  
whence the S. W. corner S. W. 32 in said Township, bears South 55° 33' W. 262.6 feet - thence  
North 39° 18' E. 178 feet to a point; thence North 31° 00' E. 621.4 feet to a point, thence South  
82° 14' E. 401.7 feet to a point, thence North 18° 52' E. 189 feet to a point, thence North  
19° 30' W. 390 feet to a point, thence North 46° 14' E. 460 feet to a point, thence  
North 81° 52' E. 210 feet, to a point, North 31° 12' W. 252 feet to a point, thence North  
14° 44' W. 296 feet to a point, thence North 10° 10' W. 310 feet to a point, thence North  
29° 50' E. 348 feet to a point in the center of the County road as now upon the ground  
and leading southwesterly to the 'Fisher Ranch', comprising an area of 5 1/2 acres, more  
or less and being a strip of land 60 feet in width for county road purposes.

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion  
and reversionary interest, and remainder in any issue, and all the estate, right, title, interest, claim and demand whatsoever of  
the said part 1st of the first part, together with or apart from, in and to the above bargained premises, with the hereditaments and appurtenances,  
TO HAVE, TO HOLD, TO ENJOY, TO POSSESS, TO USE, TO SELL, TO CONVEY, TO ASSIGN, TO TRANSFER, TO DEVISE, TO BEQUEATH, TO GUARANTEE, TO WARRANT, TO  
part, and their heirs and assigns forever. And

part 1st of the first  
part, for himself, his heirs, executors and administrators, do do covenant, grant, bargain and agree to and with the said part 2d of the  
second part, and their successors, heirs and assigns, that at the time of the executing and delivery of these presents, being  
well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and  
having do good right, full power and lawful authority to grant, bargain, sell and convey the same, in manner and form aforesaid, and that the same  
are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever;

and the above bargained premises, in the quiet and peaceable possession of the said part 2d of the second part, and their  
heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said part 2d of the first  
part shall and with WARRANTY AND FOREVER DEFEND.  
IN WITNESS WHEREOF, The said part 1st of the first part, has do hereunto set his hand and seal the day and year  
first above written.

Signed, Sealed and Delivered in the Presence of

Amos T. Ralston [SEAL]  
[SEAL]  
[SEAL]  
[SEAL]

STATE OF COLORADO,

COUNTY OF Barfield ss.I, Wm. Cardwell, County Clerk  
in and for said County, in the State aforesaid, do hereby certify that Amos T. Ralston

personally known to me to be the person whose name do subscribed to the  
aforesaid Deed, appeared before me this day in person and acknowledged that he signed, sealed  
and delivered the said instrument of writing as his free and voluntary act, for the uses and purposes therein set forth.



Given under my hand and official seal this 5th day of January A. D. 1905  
My Commission Expires Jan 1906

Wm. Cardwell  
County Clerk

## RECORDER'S STAMP

MAY 30 1973

STATE DOCUMENTARY FEE

30.00

THIS DEED, Made this 4th, day of May,

1973, between

PAT B. CORYELL and ADELINE CORYELL

of the County of Garfield and State of

Colorado, of the first part, and

JAMES D. PETERSON and HEATHER M. PETERSON

of the County of Pitkin and State of Colorado, of the second part;

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of

-----Three Hundred Thousand and No/100-----DOLLARS,

to the said parties of the first part in hand paid by the said parties of the second part, the

receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed,

and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the

second part, their heirs and assigns forever, all the following described lot or parcel of land,

situate, lying and being in the County of Garfield and State of Colorado,

to-wit:

The SE $\frac{1}{4}$ NW $\frac{1}{4}$ , the SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , all of Lot 1, Lot 2, and Lot 4, all in Section 32, Tp. 6 S., Range 87 West of the 6th P.M.

The N $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 32, Tp. 6 S., Range 87 West of the 6th P.M.

All that part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$  and the W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 29 and all that part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  and the E $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 32, all in Tp. 6 S., Range 87 West of the 6th P.M., Garfield County, Colorado, lying Westerly of the following described line:

Beginning at a point on the Southerly line of the E $\frac{1}{2}$ NE $\frac{1}{4}$  of said Section 32 whence the East Quarter Corner of said Section 32 bears S. 89°50' E. 1323.30 feet; thence N. 02°09' E. 740.92 feet to a point on a fence as constructed and in place; thence N. 02°22' E. 591.97 feet along said fence; thence N. 01°08' W. 347.62 feet along said fence; thence N. 49°16' W. 527.03 feet along said fence; thence N. 15°55' W. 567.57 feet along said fence; thence N. 51°32' E. 209.89 feet along said fence; thence N. 22°15' E. 553.87 feet along said fence; thence N. 35°48' W. 474.23 feet along said fence; thence N. 17°23' W. 450.89 feet along said fence; thence N. 48°52' W. 229.37 feet along said fence; thence N. 24°31' W. 784.06 feet along said fence; thence N. 01°18' W. 300.28 feet along said fence; thence N. 14°51' W. 724.92 feet along said fence; thence N. 34°06' E. 550.43 feet along said fence to its intersection with a fence running East and West; thence N. 34°06' E. 313.23 feet to the Northerly line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 29.

Together with any and all ditch and water rights belonging to, used upon or in connection with the above described property.

Except a strip of land bounded and described in a warranty deed dated October 3, 1904 from Amos Ralston to the Board of County Commissioners of Garfield County, recorded as Document No. 30260 in Book 64 at page 73, on January 5, 1905, as follows: Beginning at a point on the line to Lots 1 and 3 Section 32, Tp. 6 S., R. 87 W., 6th P.M., whence the SW corner Sec. 32, in said Township bears South 55°33' W. 2626 feet, thence N. 39°18' E. 178 ft. to a point, thence N. 31°00' E. 621.4 feet to a point, thence South 82°14' E. 401.7 ft. to a point, thence N. 18°52' E. 189 ft. to a point, thence North 19°30' W. 390 ft. to a point, thence N. 46°14' E. 460 ft. to a point, thence N. 81°52' E.

210 ft. to a point, N. 31°12' W. 252 ft. to a point, thence N. 14°44' W. 296 ft. to a point, thence N. 10°10' W. 310 ft. to a point, thence N. 29°50' E. 348 ft. to a point on the center of the county road as now upon the ground, and leading Southwesterly to the "Fisher Ranch" comprising an area of 5.05 acres more or less, and being a strip of land 60 feet in width, for county road purposes.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances unto James D. Peterson and Heather M. Peterson the said parties of the second part, <sup>their</sup> heirs and assigns forever.

And the said Pat B. Coryell and Adeline Coryell

parties of the first part, for them selves / <sup>their</sup> heirs, executors and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, <sup>their</sup> heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature soever, except

general taxes for 1973, reservations and exceptions contained in the United States Patent, and any and all existing rights-of-way and easements of record of a public or private nature, and without limiting the foregoing, and the effect of road viewers report recorded July 27, 1904 in Road Record No. 1 at page 131 as Document No. 29712,

and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

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

Signed, Sealed and Delivered in Presence of

Pat B. Coryell

[SEAL]

[SEAL]

Adeline Coryell

[SEAL]

Adeline m. Coryell

[SEAL]

AKA.

STATE OF COLORADO,

County of Garfield

ss.

The foregoing instrument was acknowledged before me this 4th day of May 1973, by\* Pat B. Coryell and Adeline Coryell

My commission expires

June 12, 1976

Witness my hand and official seal.

Margaret L. Murray

Notary Public.

By Natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact, or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.

RECORDING REQUESTED BY

BOOK 516 PAGE 21

JAMES D. PETERSON

AND WHEN RECORDED MAIL THIS DEED AND, UNLESS OTHERWISE SHOWN BELOW, MAIL TAX STATEMENTS TO:

Recorded at 4:40 o'clock P. M. SEP 25 1978

Reception No. 288706 Ella Stephens, Recorder

NAME

STREET ADDRESS

CITY, STATE ZIP

Inter-Family transfer - no tax due.

Title Order No. Escrow No.

This space for Recorder's use

# GRANT DEED

GRANTOR(s) DECLARE(s) DOCUMENTARY TRANSFER TAX is \$

- ☐ computed on full value of property conveyed, or
- ☐ computed on full value less value of liens or encumbrances remaining at time of sale.

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

HEATHER M. PETERSON, a Married Woman,  
hereby GRANT(S) to

JAMES D. PETERSON, a Married Man as his sole and separate property  
Box 1714, ASPEN, COLO. 81611

the following described real property in the  
County of Garfield

, State of ~~California~~ Colorado:

(see attached for legal description)

Dated August , 1978

*Heather M. Peterson*

STATE OF CALIFORNIA }  
COUNTY OF Santa Barbara } SS.

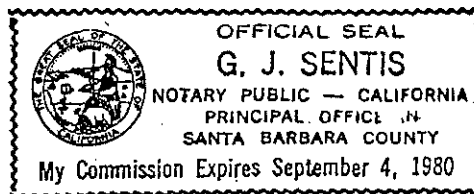
On August , 1978 before me, the under-  
signed, a Notary Public in and for said State, personally appeared

Heather M. Peterson

known to me to be the person(s) whose name(s) is (xx) subscribed  
to the within instrument and acknowledged that she  
executed the same. Witness my hand and official seal.

Signature

*G. J. Sentis*



(Space above for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

HEATHER M. PETERSON TO JAMES D. PETERSON,  
STATE OF COLORADO, COUNTY OF GARFIELD

LEGAL DESCRIPTION

The SE $\frac{1}{4}$ NW $\frac{1}{4}$ , the SW $\frac{1}{4}$ NE $\frac{1}{4}$ , NW $\frac{1}{4}$ SE $\frac{1}{4}$ , SW $\frac{1}{4}$ NW $\frac{1}{4}$ , all of Lot 1, Lot 2, and Lot 4, all in Section 32, Tp. 6 S., Range 87 West of the 6th P.M.

The N $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 32, Tp. 6 S., Range 87 West of the 6th P.M.

All that part of the SW $\frac{1}{4}$ NE $\frac{1}{4}$  and the W $\frac{1}{2}$ SE $\frac{1}{4}$  of Section 29 and all that part of the NW $\frac{1}{4}$ NE $\frac{1}{4}$  and the E $\frac{1}{2}$ NE $\frac{1}{4}$  of Section 32, all in Tp. 6 S., Range 87 West of the 6th P.M., Garfield County, Colorado, lying Westerly of the following described line:

Beginning at a point on the Southerly line of the E $\frac{1}{2}$ NE $\frac{1}{4}$  of said Section 32 whence the East Quarter Corner of said Section 32 bears S. 89°50' E. 1323.30 feet; thence N. 02°09' E. 740.92 feet to a point on a fence as constructed and in place; thence N. 02°22' E. 591.97 feet along said fence; thence N. 01°08' W. 347.62 feet along said fence; thence N. 49°16' W. 527.03 feet along said fence; thence N. 15°55' W. 567.57 feet along said fence; thence N. 51°32' E. 209.89 feet along said fence; thence N. 22°15' E. 553.87 feet along said fence; thence N. 35°48' W. 474.23 feet along said fence; thence N. 17°23' W. 450.9 feet along said fence; thence N. 48°52' W. 229.37 feet along said fence; thence N. 24°31' W. 784.06 feet along said fence; thence N. 01°18' W. 300.28 feet along said fence; thence N. 14°51' W. 724.92 feet along said fence; thence N. 34°06' E. 550.43 feet along said fence to its intersection with a fence running East and West; thence N. 34°06' E. 313.23 feet to the Northerly line of the SW $\frac{1}{4}$ NE $\frac{1}{4}$  of said Section 29.

Together with any and all ditch and water rights belonging to, used upon or in connection with the above described property.

Except a strip of land bounded and described in a warranty deed dated October 3, 1904 from Amos Ralston to the Board of County Commissioners of Garfield County, recorded as Document No. 30260 in Book 64 at page 73, on January 5, 1905, as follows: Beginning at a point on the line to Lots 1 and 3 Section 32, Tp. 6 S., R. 87 W., 6th P.M. whence the

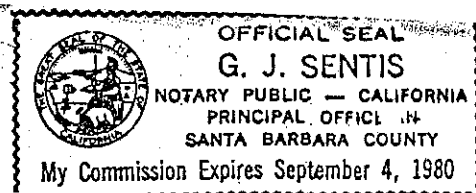
signed, a Notary Public in and for said State, personally appeared

Heather M. Peterson

known to me to be the person(s) whose name(s) is (xxx) subscribed to the within instrument and acknowledged that she executed the same. Witness my hand and official seal.

Signature

*[Handwritten Signature]*



(Space above for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

SW corner Sec. 32, in said Township bears South  $55^{\circ}33'$  W. 2626 feet, thence N.  $39^{\circ}18'$  E. 178 ft. to a point, thence N.  $31^{\circ}00'$  E. 621.4 feet to a point, thence South  $82^{\circ}14'$  E. 401.7 ft. to a point, thence N.  $18^{\circ}52'$  E. 189 ft. to a point, thence North  $19^{\circ}30'$  W. 390 ft. to a point, thence N.  $46^{\circ}14'$  E. 460 ft. to a point, thence N.  $81^{\circ}52'$  E. 210 ft. to a point, N.  $31^{\circ}12'$  W. 252 ft. to a point, thence N.  $14^{\circ}44'$  W. 296 ft. to a point, thence N.  $10^{\circ}10'$  W. 310 ft. to a point, thence N.  $29^{\circ}50'$  E. 348 ft. to a point on the center of the county road as now upon the ground, and leading Southwesterly to the "Fisher Ranch" comprising an area of 5.05 acres more or less, and being a strip of land 60 feet in width, for county road purposes.

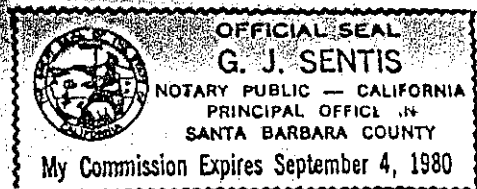
signed, a Notary Public in and for said State, personally appeared:

Heather M. Peterson

known to me to be the person(s) whose name(s) is (xx) subscribed to the within instrument and acknowledged that.....she..... executed the same. Witness my hand and official seal.

Signature

*G. J. Sentis*



(Space above for official notarial seal)

MAIL TAX STATEMENTS TO PARTY SHOWN ON FOLLOWING LINE; IF NO PARTY SO SHOWN, MAIL AS DIRECTED ABOVE.

AT 5M (11-69)

Name

Street Address

City & State

Zip

PAGE 14

RECORDED AT 436  
REC # 435436  
RECORDED AT 440  
REC # 434830

0'CLOCK P.M. JUN 2 1992  
MILDRED ALSDORF, COUNTY CLERK  
0'CLOCK P.M. MAY 18 1992  
MILDRED ALSDORF, COUNTY CLERK

BOOK 831 PAGE 286

BOOK 833 PAGE 330

GARFIELD JUN 2 1992 GARFIELD MAY 18 1992  
State Doc. Fee State Doc. Fee  
\$ 5.40 \$ 5.40

## QUIT CLAIM DEED

THIS DEED is made this 18th day of May, 1992, between JAMES D. PETERSON, whose address is P.O. Box 1714, Aspen, CO 81612, (Grantor) and JAMES D. PETERSON and HENSLEY R. PETERSON, whose address is P.O. Box 1714, Aspen, CO 81612, of the County of Pitkin and State of Colorado (Grantees),

WITNESSETH, That the Grantor, for and in consideration of the sum of One Dollar and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold, conveyed and QUIT CLAIMED, and by these presents does remise, release, sell, convey and QUIT CLAIM unto the Grantees, their heirs, successors and assigns forever, as tenants in common, all the right, title, interest, claim and demand which the Grantor has in and to the real property, together with improvements, if any, situate, lying and being in the County of Garfield and State of Colorado described as follows:

A tract of land situated in Section 32, Township 6 South, Range 87 West of the 6th P.M., said parcel being particularly described as follows:

All that part of a parcel of land described in Book 445 at Page 131 of the Garfield County Clerk and Recorder's records lying South and East of the following described line:

Beginning at a point in a fence line whence the N $\frac{1}{4}$  Corner of said Section 32 bears N. 08°08'21" E. 3959.68 feet; thence along said fence line the following nine (9) courses: N. 01°31'21" W. 422.97 feet; thence N. 37°13'37" E. 507.14 feet; thence N. 11°16'59" E. 119.87 feet; thence N. 29°49'20" E. 197.85 feet; thence N. 23°10'28" E. 219.91 feet; thence N. 88°48'05" E. 109.21 feet; thence N. 60°55'30" E. 504.23 feet; thence N. 10°09'32" E. 67.86 feet; thence N. 57°59'22" E. 322.99 feet; thence N. 90°00'00" E. 573 feet more or less to the East line of said parcel of land described in Book 445 at Page 131. Said tract of land contains 78 acres more or less.

TOGETHER WITH all water and water rights and ditch and ditch rights in Tom's Spring and 4/10 cfs in the Prior Ditch #25 with an appropriate date of August 25, 1884.

(Vacant Land)

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in anywise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantees, their heirs and assigns forever.

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

  
JAMES D. PETERSON

STATE OF COLORADO )  
COUNTY OF GARFIELD ) ss.

The foregoing instrument was acknowledged before me this 18th day of May, 1992, by James D. Peterson.  
Witness my hand and official seal.

Old Republic National Title Insurance Company

ALTA COMMITMENT

Our Order No. GW248843

Schedule A

Cust. Ref.:

Property Address:

1. **Effective Date:** March 31, 2006 at 5:00 P.M.

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

"TBD" Commitment

Proposed Insured:

TBD

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

A Fee Simple

4. **Title to the estate or interest covered herein is at the effective date hereof vested in:**

JAMES D. PETERSON AND HENSLEY R. PETERSON

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

SEE ATTACHED PAGE(S) FOR LEGAL DESCRIPTION

ALTA COMMITMENT

Schedule B-1

(Requirements)

Our Order No. GW248843

The following are the requirements to be complied with:

Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.

Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.

THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.

# ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. GW248843

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

1. Rights or claims of parties in possession not shown by the public records.
2. Easements, or claims of easements, not shown by the public records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the premises would disclose and which are not shown by the public records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the public records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. Taxes and assessments not yet due or payable and special assessments not yet certified to the Treasurer's office.
7. Any unpaid taxes or assessments against said land.
8. Liens for unpaid water and sewer charges, if any.
9. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 29, 1910, IN BOOK 71 AT PAGE 410.
10. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED MARCH 29, 1910, IN BOOK 71 AT PAGE 410.
11. A STRIP OF LAND DEEDED TO THE BOARD OF COUNTY COMMISSIONERS AS DESCRIBED IN DEED RECORDED JANUARY 5, 1905 IN BOOK 64 AT PAGE 73.
12. TERMS, CONDITIONS AND PROVISIONS OF ROAD VIEWERS REPORT RECORDED JULY 27, 1904 IN BOOK ROAD RECORD 1 AT PAGE 131.
13. RESERVATION OF A PERPETUAL EASEMENT OR RIGHT OF WAY FOR A ROAD AS DESCRIBED IN DEED RECORDED FEBRUARY 21, 1952 IN BOOK 263 AT PAGE 206.
14. TERMS, CONDITIONS AND PROVISIONS OF DEED RECORDED MAY 24, 1966 IN BOOK 376

ALTA COMMITMENT

Schedule B-2

(Exceptions)

Our Order No. GW248843

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

AT PAGE 343.

15. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 20, 1995 IN BOOK 934 AT PAGE 735.
16. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT RECORDED MARCH 20, 1995 IN BOOK 934 AT PAGE 757.
17. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED SEPTEMBER 09, 2005 IN BOOK 1725 AT PAGE 96.

**LEGAL DESCRIPTION**

A TRACT OF LAND SITUATED IN SECTION 32, TOWNSHIP 6 SOUTH, RANGE 87 WEST OF THE THE 6TH P.M., SAID PARCEL BEING PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF A PARCEL OF LAND DESCRIBED IN BOOK 445 AT PAGE 131 OF THE GARFIELD COUNTY CLERK AND RECORDER'S RECORDS LYING SOUTH AND EAST OF THE FOLLOWING DESCRIBED LINE:

BEGINNING AT A POINT IN A FENCE LINE WHENCE THE N1/4 CORNER OF SAID SECTION 32 BEARS N. 08 DEGREES 08' 21" E. 3959.68 FEET; THENCE ALONG SAID FENCE LINE THE FOLLOWING NINE (9) COURSES: N. 01 DEGREES 31' 21" W. 422.97 FEET; THENCE N. 37 DEGREES 13' 37" E. 507.14 FEET; THENCE N. 11 DEGREES 16' 59" E. 119.87 FEET; THENCE N. 29 DEGREES 49' 20" E. 197.85 FEET; THENCE N. 23 DEGREES 10' 28" E. 219.91 FEET; THENCE N. 88 DEGREES 48' 05" E. 109.21 FEET; THENCE N. 60 DEGREES 55' 30" E. 504.23 FEET; THENCE N. 10 DEGREES 09' 32" E. 67.86 FEET; THENCE N. 57 DEGREES 59' 22" E. 322.99 FEET; THENCE N. 90 DEGREES 00' 00" E. 573 FEET MORE OR LESS TO THE EAST LINE OF SAID PARCEL OF LAND DESCRIBED IN BOOK 445 AT PAGE 131

COUNTY OF GARFIELD  
STATE OF COLORADO

December 18, 2007

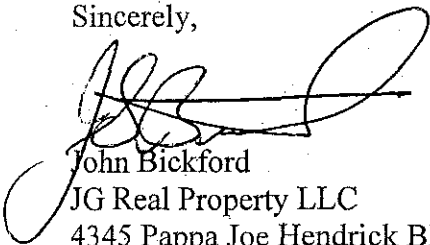
Mr. Fred Jarman, Director  
Garfield County Building and Planning  
108 8<sup>th</sup> Street, Suite 401  
Glenwood Springs, CO 81601 .

Dear Mr. Jarman,

I represent the interests of JG Real Property LLC, the owner of the property bordering the westerly boundary of the 78 acre parcel owned by James and Hensley Peterson. We understand that the Petersons are making application to Garfield County to request the Right of Way that was deeded to the County in 1904 by Amos Ralston be vacated by the County.

The intent of this letter is show support for the Peterson's application for vacation as the existing Garfield County Road 121 provides public access to our property.

Sincerely,



John Bickford  
JG Real Property LLC  
4345 Pappa Joe Hendrick Blvd.  
Charlotte, NC 28262

**COULTER CREEK VALLEY RANCH, LLLP**

December 11, 2009

Ms. Kathy Eastley, Senior Planner  
Garfield County Building and Planning  
108 8<sup>th</sup> Street, Suite 401  
Glenwood Springs, CO 81601

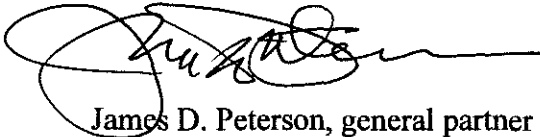
Re: James and Hensley Peterson June 16, 2009 Road Vacation Application

Dear Ms Eastley,

Coulter Creek Valley Ranch LLLP (CCVR) is writing to urge the Garfield County Board of County Commissioners to approve the Peterson's application for vacation of the 1904 Ralston road ROW and accepts that a portion of the 1904 ROW may remain on CCVR property.

CCVR has also reviewed its access to the approximately 1000 acres the partnership owns in Garfield County and is satisfied that vacation of the 1904 Ralston ROW on the Peterson's property will have no adverse effect on access to CCVR property.

Sincerely,

A handwritten signature in black ink, appearing to read 'James D. Peterson', is written over a circular stamp or seal.

James D. Peterson, general partner

**PO Box 1714, Aspen, CO 81612 (970-945-7855)**

April 6, 2009

Fred A. Jarman, Director  
Garfield County Building and Planning  
108 8<sup>th</sup> Street, suite 401  
Glenwood Springs, Co 81601

Re: Ralston/Garfield County ROW vacation

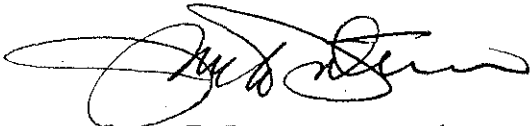
Dear Mr. Jarman,

As general partner of Coulter Creek Valley Ranch LLLP (CCVR) a family limited partnership for the Peterson family, I am writing in support of the application by James and Hensley Peterson, owners of the Peterson Ranch, to Garfield County for vacating the road ROW deeded to the County in 1904 by Amos Ralston.

The Peterson Ranch is a 78 acre parcel which joins CCVR on its north and south boundaries. A portion of the subject ROW extends from the Peterson Ranch onto a portion of CCVR to the north of the Peterson Ranch parcel.

Provided Garfield County vacates and deeds the entire 1904 Ralston ROW to the Peterson Ranch, the Peterson Ranch has agreed to deed that portion of the ROW to CCVR. The Peterson Ranch has previously provided adequate access across its 78 acre parcel to give CCVR access from County Road 121 to serve its needs.

Sincerely,

A handwritten signature in black ink, appearing to read 'James D. Peterson', with a large, stylized initial 'J'.

James D. Peterson, general partner  
Coulter Creek Valley Ranch LLLP



Permanently preserving open lands  
for agriculture, wildlife and recreation

April 16, 2009

**Board of Directors**

Wally Obermeyer  
*President*

Louis Meyer  
*Vice-President*

Cathy Porter  
*Secretary*

Sandy Jackson  
*Treasurer*

Jim Aresty

Dave Bellack

Sue Edelstein

Lee Ann Eustis

Rosemary Patterson

**Staff**

Martha Cochran  
*Executive Director*

Suzanne Stephens  
*Associate Director*

Bethany Collins  
*Project Specialist*

Melissa Sumera  
*Office Manager*

Fred Jarman, Director  
Building and Planning Department  
Garfield County  
108 Eighth Street  
Glenwood Springs, CO 81601

**RE: Vacation of ROW on Peterson Ranch, Coulter Creek**

Dear Fred:

Aspen Valley Land Trust encourages Garfield County to vacate the road right-of-way which was deeded to Garfield County by Amos Ralston of the Coulter Creek area in 1904 and apparently was never built or used. The right-of-way crosses through the property owned by James and Hensley Peterson.

AVLT holds a conservation easement on the 78-acre Peterson property which includes significant wildlife habitat with a high diversity of native wildlife species, an unusually healthy and diverse riparian zone, and well maintained irrigated pastures – all qualities which are highly valued for conservation.

The Peterson property is reached via County Road 121 and the right-of-way deeded by Ralston would not provide any additional access to the Peterson or other properties in the area. Conversely, construction of the road would significantly damage sections of the property which contain important conservation values.

We appreciate your careful consideration of the Peterson vacation request. Please feel free to contact me if we can provide any further information.

Sincerely,

*Martha Cochran*  
Martha Cochran  
Executive Director

PAGE 23

November 30, 2009

Garfield County  
Board of County Commissioners  
108 8<sup>th</sup> Street  
Glenwood Springs, CO 81601

Regarding application of Petersons for road vacation

Dear County Commissioners:

Consolidated Reservoir, Inc is writing in support of the Garfield County Commissioners approving the application by James and Hensley Peterson for vacating the 1904 Amos Ralston road ROW that was most likely replaced by the improved County Road 121 sometime early in the 1900s.

The reservoir company uses the improved 121 Road that crosses a portion of the Peterson's property as well as the four-wheel drive roadway extending beyond the end of the improved county road for seasonal access to the reservoir for purposes of monitoring and maintaining Consolidated Reservoir.

The reservoir company has never been denied access across the Peterson's property, and hereby supports the county's approval of the Peterson's road vacation application knowing that Consolidated's access will remain unaffected by this road vacation.

Sincerely yours,



Max Macdonell, President

Consolidated Reservoir, Inc.  
9999 County Road 115  
Carbondale, CO 81623

Cell phone contact

970-~~618~~-4301

379

December 1, 2009

Garfield County Commissioners  
108 Eighth Street  
Glenwood Springs, Colorado 81601

Dear Commissioners:

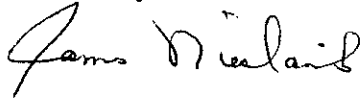
We were recently given notice that James and Hensley Peterson have filed an application with Garfield County to vacate the old, abandoned Ralston road right-of-way that crosses their 78 acre ranch property.

Our family partnership has owned about 640 acres of land approximately 1.5 miles north the Peterson's property that we have ranched for many decades during which time our family has used County Road 121 through the Peterson's property which connects to a narrow, unimproved roadway that extends to the north up the steep hill past the end of the county road.

The applicants have been good neighbors and have protected the agricultural values of their 78 acre parcel with an AVLT conservation easement. Our family partnership has likewise conserved our agricultural ranch land with Aspen Valley Land Trust. The Petersons have owned their property since 1973 during which time they have acknowledged our rights to access our ranch land.

We support Garfield County's approval of the Peterson's road vacation application and anticipate that the county's vacating the old Ralston ROW will not affect our access to our ranch property.

Yours truly,

A handwritten signature in cursive script, appearing to read "James Nieslanik".

James Nieslanik, general partner

J&S Nieslanik LLLP  
7197 County Road 115  
Glenwood Springs, CO 81601

Phone 970-945-5243

# EXHIBIT

SECTION 32, TOWNSHIP 6 SOUTH,  
RANGE 87 WEST, 6TH P.M.  
GARFIELD COUNTY, COLORADO

One-lane unimproved road shown on Servco Inc. survey dated November 29, 2004 extended northerly. This road provides access through various recorded easements and/or prescriptive rights to lands owned by Coulter Creek Valley Ranch LLP, Jim and Sharon Meslanik, LLP, Consolidated Reservoir, Inc. for reservoir maintenance and Crystal River Ranch Co. LLP

COULTER CREEK VALLEY RANCH LLP

SURVEYED NORTHERLY PROPERTY LINE  
PETERSON 78 AC. PARCEL

CENTERLINE OF ROAD SHOWN  
AND DESCRIBED BY SURVCO INC.  
IN NOV. 2004

CENTERLINE OF 60' STRIP OF  
LAND DESCRIBED IN BOOK 64 AT  
PAGE 73, DATED JANUARY 5 1904  
RALSTON R-O-W

Surveyed center line of the existing improved County Road 121 extending northerly from the point where it crosses the westerly line of the Peterson 78 acre parcel to northerly property line of Peterson 78 acre parcel which is also the centerline of the proposed 60' wide easement R-O-W to be conveyed to Garfield County upon vacation of the 1904 Ralston R-O-W

USGS

60' CONNECTOR R-O-W

RALSTON  
CABIN

PETERSON  
RANCH  
HOUSE

USGS

APPROXIMATE LOCATION OF HOLY CROSS ELECTRIC LINE



SCHMUESER | GORDON | MEYER  
ENGINEERS | SURVEYORS

SCHMUESER GORDON MEYER, INC.  
118 W. 6TH STREET, SUITE 200  
GLENWOOD SPRINGS, COLORADO 81601  
(970) 945-1004 FAX (970) 945-5948  
ASPEN, COLORADO (970) 925-6727  
CRESTED BUTTE, CO (970) 349-5355

PETERSON  
1904 RALSTON ROW TO GARCO

Job No. 2006-49 Date: OCT 2006 Drawn by: KW File: PETERSON-EN

JAMES D. PETERSON  
PO BOX 1714  
ASPEN, CO 81612

3011

82-340/1021

JUNE 9 2008 Date

Pay to the  
Order of CHARFIELD COUNTY \$ 400<sup>00</sup>  
FOUR HUNDRED AND NO/100 Dollars



**Alpine Bank**

600 East Hopkins, Suite 001  
Aspen, CO 81611  
(970) 920-4800 • Alpine Info-Line (970) 945-4433

For ROAD VACATION APPLICATION

*[Signature]*

MP

⑆102103407⑆ 2020295566 3011

GUARDIAN SAFETY'S GREE

EXHIBIT MAP SHOWING AND DESCRIBING 1904 RALSTON R-O-W  
AND EXISTING LOCATION OF COUNTY ROAD 121 IN SECTION 32,  
TOWNSHIP 6 SOUTH, RANGE 87 WEST OF THE 6TH P.M.  
GARFIELD COUNTY, COLORADO

LINE	DIRECTION	DISTANCE
L1	N 10°09'32" E	67.86'
L2	N 88°48'08" E	109.21'
L3	N 29°49'20" E	197.85'
L4	N 11°16'59" E	119.87'

ROAD CENTERLINE TABLES

LINE	BEARING	LENGTH
L5	S32°21'44"W	224.63
L6	N11°27'08"W	235.29
L7	N19°20'14"E	94.90
L8	N73°19'28"E	48.53
L9	N51°28'29"E	408.86

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD
C1	60°42'36"	123.73	131.10	72.46	N02°00'26"E	125.05
C2	30°47'22"	354.69	190.60	97.66	N03°56'33"E	188.32
C3	53°59'14"	503.02	250.24	146.19	N46°19'51"E	456.63
C4	21°50'59"	444.25	169.41	85.75	S62°23'58"W	168.39
C5	43°48'52"	122.00	93.29	49.06	S10°27'18"W	91.03

DESCRIPTION-ROAD RIGHT-OF-WAY TO BE GRANTED TO GARFIELD COUNTY

A road right-of-way situate in Section 32, Township 6 South, Range 87 West of the 6th Principal Meridian, Garfield County, Colorado being 60 feet in width and lying 30 feet on each side of the following described centerline:

(Bearings as recited in this description are GPS observed Colorado State Plane grid bearings [rotate described bearings 1°01'48" counterclockwise to get true (Geodetic) bearings] recited distances are ground distances)

Beginning at a point on the northerly property line of the 78 acre parcel owned by James D. and Hensley R. Peterson in said Section 32, said point of beginning having a Colorado State Plane (Central Zone-NAD 83) coordinate of north 1608032.66 east 2539657.19 Lat. N 39°29'29.31905 Long. W 107°07'52.48025" (WGS 84-1992), thence along the center of said road right-of-way 131.10 feet along the arc of a curve to the right, having a radius of 123.73 feet, a central angle of 60°42'36", and subtending a chord bearing S 02°00'26" W 125.05 feet; thence S 32°21'44" W 224.63 feet; thence 93.29 feet along the arc of a curve to the left, having a radius of 122.00 feet, a central angle of 43°48'52", and subtending a chord bearing S 10°27'18" W 91.03 feet; thence, S 11°27'08" E 235.29 feet; thence 190.60 feet along the arc of a curve to the right, having a radius of 354.69 feet, a central angle of 30°47'22", and subtending a chord bearing S 03°56'33" W 188.32 feet; thence, S 19°20'14" W 94.90 feet; thence 473.97 feet along the arc of a curve to the right, having a radius of 503.02 feet, a central angle of 53°59'14", and subtending a chord bearing S 46°19'51" W 456.63 feet; thence, S 73°19'28" W 48.53 feet; thence 169.41 feet along the arc of a curve to the left, having a radius of 444.25 feet, a central angle of 21°50'59", and subtending a chord bearing S 62°23'58" W 168.39 feet; thence, S 51°28'29" W 408.86 feet more or less to the west line of Government Lot 1 of said Section 32, the point of ending.

The sidelines of the above described right-of-way to be lengthened or shortened on the westerly end to terminate on said west line of Government Lot 1 and on the northerly end to terminate on the northerly line of the Peterson 78 acre parcel.

The above description is based on survey of the existing county road by Samuel Phelps, Garfield County Surveyor, dated 27 Nov. 2004 for Garfield County.

As a provision of the approval by Garfield County of the 1904 Ralston R-O-W vacation on the 78 acre parcel owned by James D. and Hensley R. Peterson (the Petersons) a new 60 foot wide connector R-O-W shall be granted to Garfield County beginning at a point along the northerly property line of the Peterson's property where the 60 foot wide 1904 Ralston R-O-W intersects said property line, "new connector R-O-W" extends westerly adjacent to and parallel with the northerly property line of the Peterson's parcel to a point where the "new connector R-O-W" intersects the easterly side of the 60' wide R-O-W described as follows:

A strip of land being 60 feet in width lying southerly of, adjacent to, and parallel with the northerly line of that 78 acre parcel of land owned by James D. and Hensley R. Peterson in Section 32, Township 6 South, Range 87 West of the 6th Principal Meridian, County of Garfield, State of Colorado, extending from the easterly R-O-W line of that 1904 Ralston R-O-W to the easterly R-O-W line of the 60' R-O-W granted by the Peterson's to Garfield County.

(Provided the remaining unvacated portion of the 1904 Ralston R-O-W, which extends onto the neighboring lands north of the Peterson's property line, is vacated in the future; Garfield County agrees that at that time the "new connector R-O-W" described in the above paragraph, which is burdening the Peterson's parcel, will revert from Garfield County back to the Peterson parcel).

Surveyor's Certificate:

I, KENNETH R. WILSON, being a Registered Land Surveyor in the State of Colorado, do hereby certify that this Exhibit Map was prepared by me and under my supervision is true and accurate to the best of my knowledge and belief.

KENNETH R. WILSON L.S.15710

DATE

Drawing File: PETER

Existing 121 Road  
1904 Ralston R-O-W

Job 2006-499

Drawn by: R.F.

Date: 9/20/90

Appr. by: K.W.

1

OF 1

Legal Description:

A tract of land situated in Section 32, Township 6 South, Range 87 West of the 6th P.M., said Parcel being particularly described as follows:

All that part of a parcel of land described in Book 445 at Page 131 of the Garfield County Clerk and Recorder's records lying South and East of the following described line:

Beginning at a point in a fence line whence the N1/4 Corner of said Section 32 bears N 08°08'21" E, 3929.68 feet; thence along said fence line the following nine (9) courses,

- 1) N 01°31'21" W, 422.97 feet; thence,
- 2) N 37°13'37" E, 507.14 feet; thence,
- 3) N 11°16'59" E, 119.87 feet; thence,
- 4) N 29°49'20" E, 197.85 feet; thence,
- 5) N 23°10'28" E, 219.91 feet; thence,
- 6) N 88°48'05" E, 109.21 feet; thence,
- 7) N 60°55'30" E, 504.23 feet; thence,
- 8) N 10°09'32" E, 67.86 feet; thence,
- 9) N 57°59'22" E, 322.99 feet; thence,

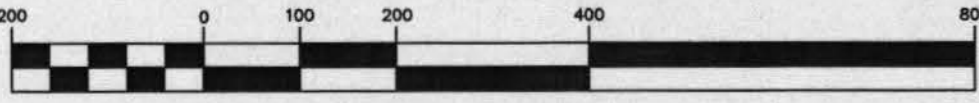
N 90°00'00" E, 573 feet more or less to the East line of said parcel of land described in Book 445 at Page 131.

Said tract of land contains 78 acres more or less.

DESCRIPTION OF ROAD TO BE VACATED-1904 RALSTON R-O-W

A strip of land bounded and described in a warranty deed dated October 3, 1904 from Amos Ralston to the Board of County Commissioners of Garfield County, recorded as Document No. 30280 in Book 64 at Page 73, on January 5, 1905 as follows: Beginning at a point on the line to Lots 1 and 3 Section 32, Tp. 6 S., R. 87 W., 6th P.M., whence the SW corner Sec. 32, in said Township bears South 55°33' W. 2626 feet, thence N.39°18' E. 178 ft. to a point, thence N.31°00' E. 621.4 feet to a point, thence South 82°14' E. 401.7 ft. to a point, thence N. 18°52' E. 189 ft. to a point, thence North 19°30' W. 390 ft. to a point, thence N.46°14' E. 460 ft. to a point, thence N. 81°52' E. 210 ft. to a point, thence N. 31°12' W. 252 ft. to a point, thence N.14°44' W. 62 ft. more or less to the point of intersection with the northerly boundary line of the 78 acre parcel owned by James D. and Hensley R. Peterson. Being a strip of land 60 feet in width.

GRAPHIC SCALE



( IN FEET )  
1 inch = 200 ft.



SCHMUESER GORDON MEYER INC.

1001 GRAND AVENUE, SUITE 2-E  
GLENWOOD SPRINGS, COLORADO 81601  
(303) 945-1004  
ASPEN, COLORADO (303) 925-6727

James and Hensley Peterson

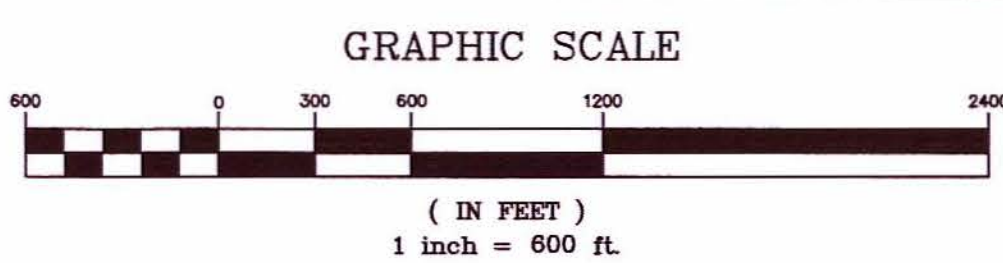
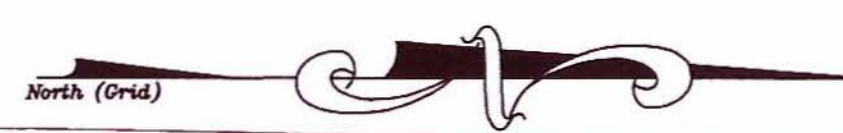
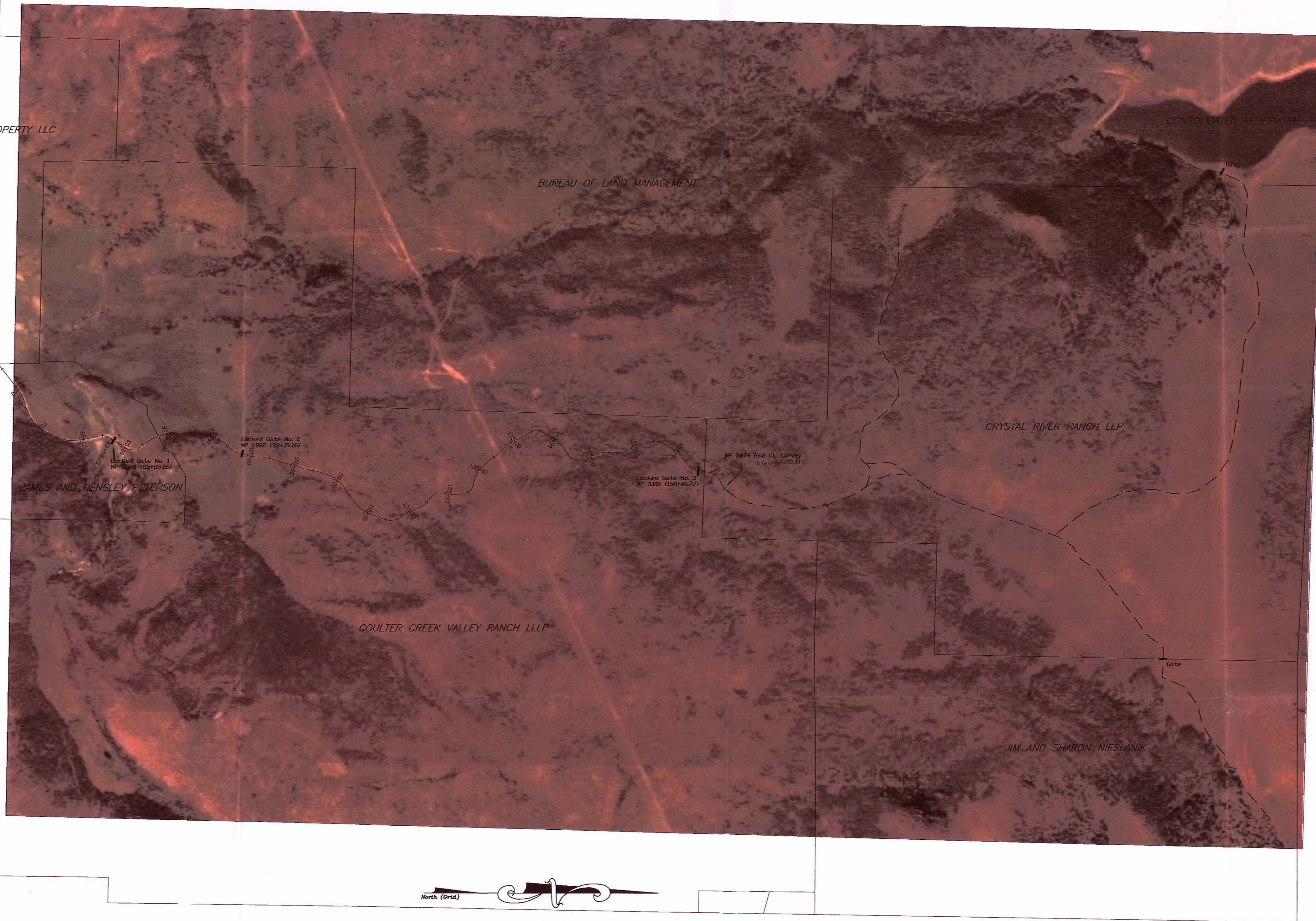
NUM-BER REVISION

DATE

BY

1

OF 1



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



**SCHMUESER | GORDON | MEYER**  
ENGINEERS | SURVEYORS

**SCHMUESER GORDON MEYER**  
118 W. 6TH STREET, SUITE 200  
GLENWOOD SPRINGS, COLORADO 81601  
(970) 945-1004 FAX (970) 945-5948  
ASPEN, COLORADO (970) 925-6727  
CRESTED BUTTE, CO (970) 349-5355

*James and Hensley Peterson*

NUM- BER	REVISION	DATE	BY

*Esisting 121 Road*  
*1904 Ralston R-0-W*

Job No.	2006-499	1
Drawn by:	KW	
Date:	SEPT 2009	
Approved:		1