

April 8, 2021

Mt. Crested Butte Water and Sanitation District

## Petition for Inclusion

6.4.1 : Hunter Ridge, LLC. Jamie Watt, Managing Partner  
PO Box 1935  
Crested Butte, CO 81224

6.4.2: Shanon Phillips. 100% stockholder  
40336 Loosemoore Rd  
Gonzales, LA 70737

6.4.3: See attached

6.4.4: N/A

6.4.5: See attached

6.4.6: See attached. Full copy provided by pdf.

6.4.7: No water rights

6.4.8: N/A

6.4.9: See attached. Full size provided by pdf.

6.4.10: See attached. Full size provided by pdf

6.4.11: See attached. Full copy provided by pdf

6.4.12: See attached Utility Plan. Full copy provided by pdf  
4 Single Family/4 Triplexes

6.4.13: As requested

6.4.14: Submitted

6.4.15: See attached

6.4.16: See attached

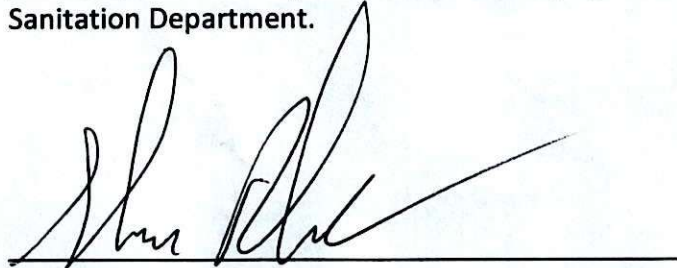
Submitted by

  
\_\_\_\_\_  
Jamie Watt, Managing Partner,  
Hunter Ridge, LLC.

4/8/21  
\_\_\_\_\_  
Date

April 2, 2021

As 100% owner of the shares of Hunter Ridge, LLC, I give my consent for the Petition for Inclusion submitted by Jamie Watt, Managing Partner, to the Mt. Crested Butte Water & Sanitation Department.



Shanon Phillips

4/5/21  
Date

STATE OF LOUISIANA )

)ss.

County of Ascension )

The foregoing instrument was acknowledged before me this 5<sup>th</sup> day of April, 2021, by Shanon Phillips, Partner, Hunter Ridge, LLC..

Witness my hand and official seal.  
My commission expires: 06-30-2024

Bridget Y James  
Notary Public  
Clerk of Court Ascension Parish



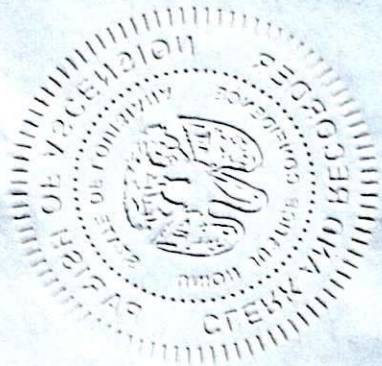
1/2/71

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100-20-100





State Documentary Fee  
Date: March 01, 2018  
\$50.00

**Special Warranty Deed**  
(Pursuant to 38-30-115 C.R.S.)

THIS DEED, made on March 1st, 2018 by GLACIER BANK, A MONTANA BANKING CORPORATION Grantor(s), of the County of Mesa and State of Colorado for the consideration of (\$500,000.00) \*\*\*Five Hundred Thousand and 00/100\*\*\* dollars in hand paid, hereby sells and conveys to HUNTER RIDGE, LLC, A COLORADO LIMITED LIABILITY COMPANY Grantee(s), whose street address is PO BOX 1935, CRESTED BUTTE, CO 81224, County of Gunnison, and State of Colorado, the following real property in the County of Gunnison, and State of Colorado, to wit:

See attached "Exhibit A"

also known by street and number as: (VACANT LAND) HUNTER HILL ROAD, MT. CRESTED BUTTE, CO 81225

with all its appurtenances and warrants the title against all persons claiming under the Grantor(s), subject to *general taxes for the year 2018 and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Grantee(s) in accordance with Record Title Matter (Section 8.2) of the Contract to Buy and Sell Real Estate relating to the above described real property; distribution utility easements, (including cable TV); those specifically described rights of third parties not shown by the public records of which Grantee(s) has actual knowledge and which were accepted by Grantee(s) in accordance with Off-Record Title Matters (Section 8.3) and Current Survey Review (Section 9) of the Contract to Buy and Sell Real Estate relating to the above described real property; inclusion of the Property within any special tax district; any special assessment if the improvements were not installed as of the date of Buyer's signature on the Contract to Buy and Sell Real Estate, whether assessed prior to or after Closing; and other GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 2018 AND SUBSEQUENT YEARS AND SUBJECT TO THOSE ITEMS AS SET FORTH ON EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN.*

GLACIER BANK, A MONTANA BANKING CORPORATION

By: *Bruce L. Penny*  
BRUCE L. PENNY, EXECUTIVE VICE PRESIDENT,  
CHIEF CREDIT OFFICER OF BANK OF THE SAN  
JUANS, DIVISION OF GLACIER BANK

State of Colorado )  
 )ss.  
County of MESA )

The foregoing instrument was acknowledged before me on this day of <sup>2-26-18</sup> ~~March 1st, 2018~~ by BRUCE L. PENNY AS EXECUTIVE VICE PRESIDENT, CHIEF CREDIT OFFICER OF BANK OF THE SAN JUANS, DIVISION OF GLACIER BANK, GLACIER BANK, A MONTANA BANKING CORPORATION

Witness my hand and official seal

My Commission expires: 3-18-2022 *Jeri L. Hartman*  
Notary Public

JERRI L. HARTMAN  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID #20014025337  
My Commission Expires March 18, 2022

When Recorded Return to: HUNTER RIDGE, LLC, A COLORADO LIMITED LIABILITY COMPANY  
PO BOX 1935, CRESTED BUTTE, CO 81224



**651954**

3/1/2018 2:34:10 PM 2 of 3

Gunnison County, CO

**Exhibit A**

A PARCEL OF LAND LOCATED IN THE SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub> OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 86 WEST, 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE 1/16TH CORNER OF SAID SECTION 26;  
THENCE SOUTH 89°36'06" WEST A DISTANCE OF 735.00 FEET ALONG THE NORTH BOUNDARY OF SAID SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;  
THENCE SOUTH 01°46'08" WEST A DISTANCE OF 370.00 FEET;  
THENCE SOUTH 39°43'54" EAST A DISTANCE OF 434.00 FEET;  
THENCE SOUTH 50°28'54" EAST A DISTANCE OF 429.00 FEET;  
THENCE SOUTH 24°53'54" EAST A DISTANCE OF 180.00 FEET;  
THENCE SOUTH 58°48'54" EAST A DISTANCE OF 127.07 FEET TO A POINT ON THE EAST BOUNDARY OF SAID SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;  
THENCE NORTH 02°11'48" WEST ALONG SAID EAST BOUNDARY A DISTANCE OF 1211.64 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT THE TRACT OF LAND AS CONVEYED TO CRESTED BUTTE DEVELOPMENT CORPORATION, A COLORADO CORPORATION IN THE DEED RECORDED AUGUST 28, 1972 IN BOOK 443 AT PAGE 74;

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO CRESTED BUTTE DEVELOPMENT CORPORATION, A COLORADO CORPORATION BY DEED RECORDED FEBRUARY 25, 1974 IN BOOK 465 AT PAGE 427 AND IN DEED RECORDED FEBRUARY 26, 1974 IN BOOK 465 AT PAGE 429,

ALSO LESS AND EXCEPT THE TWO TRACTS OF LAND CONVEYED TO MLJ REAL ESTATE, LP BY WARRANTY DEED RECORDED JULY 15, 2014 UNDER RECEPTION NO. 627782 AND RERECORDED JULY 28, 2014 UNDER RECEPTION NO. 627999,

ALSO LESS AND EXCEPT THE TRACT OF LAND CONVEYED TO THE TOWN OF MT. CRESTED BUTTE, BEING A PORTION OF HUNTER HILL ROAD, IN BARGAIN AND SALE DEED RECORDED FEBRUARY 24, 2014 UNDER RECEPTION NO. 625652,

COUNTY OF GUNNISON,  
STATE OF COLORADO.

**651954**

3/1/2018 2:34:10 PM 3 of 3

Gunnison County, CO

**EXHIBIT B**

Property Address: **(VACANT LAND) HUNTER HILL ROAD, MT. CRESTED BUTTE, CO 81225**

**RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED SEPTEMBER 02, 1927, IN BOOK 235 AT PAGE 137.**

**TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEED RECORDED SEPTEMBER 12, 1972 IN BOOK 443 AT PAGE 446 AND RELEASE OF OBLIGATIONS RECORDED SEPTEMBER 22, 1978 IN BOOK 520 AT PAGE 743.**

**TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED JANUARY 18, 1994 IN BOOK 739 AT PAGE 121 AS AMENDED BY INSTRUMENT RECORDED JUNE 27, 1995 IN BOOK 766 AT PAGE 156.**

**TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED MARCH 18, 1994 IN BOOK 742 AT PAGE 398.**

**TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED APRIL 08, 1994 IN BOOK 743 AT PAGE 469.**

**TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF UTILITIES EASEMENT RECORDED MAY 17, 1994 IN BOOK 745 AT PAGE 598 AS CORRECTED BY INSTRUMENT RECORDED JUNE 14, 1994 IN BOOK 747 AT PAGE 148.**

**TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN INCLUSION ORDER IN THE MATTER OF THE BOUNDARIES OF THE CRESTED BUTTE FIRE PROTECTION DISTRICT RECORDED NOVEMBER 21, 1994, IN BOOK 756 AT PAGE 62 AS AMENDED BY INSTRUMENT RECORDED JANUARY 13, 1995 IN BOOK 758 AT PAGE 689.**

**TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT TO GUNNISON COUNTY ELECTRIC ASSOCIATION, INC. RECORDED DECEMBER 16, 1994 IN BOOK 757 AT PAGE 319.**

**TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED RECORDED OCTOBER 14, 1998 UNDER RECEPTION NO. 487842.**

**EASEMENT AND RIGHT OF WAY FOR HUNTER HILL ROAD AND OVERLOOK ROAD AS SHOWN ON THE GUNNISON COUNTY ASSESSOR'S MAP STORED IN LAND TITLE'S SYSTEM AS ESI 33251221.**

**MATTERS DISCLOSED ON BOUNDARY AND EASEMENT SKETCH ISSUED BY NCW & ASSOCIATES, INC. CERTIFIED JULY 17, 2017, JOB NO. 17111.00 SAID DOCUMENT STORED AS OUR ESI 34871275.**



**Land Title Guarantee Company  
Customer Distribution**



**PREVENT FRAUD - Please remember to call a member of our closing team when initiating a wire transfer or providing wiring instructions.**

Order Number: **GUR88000227-12**

Date: **04/16/2019**

Property Address: **(VACANT LAND) HUNTER HILL ROAD, MT. CRESTED BUTTE, CO 81225**

**PLEASE CONTACT YOUR CLOSER OR CLOSER'S ASSISTANT FOR WIRE TRANSFER INSTRUCTIONS**

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**For Closing Assistance**

Christina Cesario  
411 THIRD STREET  
CRESTED BUTTE, CO 81224  
(970) 349-0115 (Work)  
(800) 834-5192 (Work Fax)  
[ccesario@ltgc.com](mailto:ccesario@ltgc.com)  
Company License: CO44565

**Closer's Assistant**

Shirley Barcome  
411 THIRD STREET  
CRESTED BUTTE, CO 81224  
(970) 349-0115 (Work)  
(800) 833-4065 (Work Fax)  
[sbarcome@ltgc.com](mailto:sbarcome@ltgc.com)  
Company License: CO44565

**For Title Assistance**

Your Response Team  
411 THIRD STREET  
CRESTED BUTTE, CO 81224  
(970) 626-7001 (Work)  
(877) 375-5025 (Work Fax)  
[gcreponse@ltgc.com](mailto:gcreponse@ltgc.com)

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**Seller/Owner**

GLACIER BANK, A MONTANA BANKING CORPORATION  
Delivered via: No Commitment Delivery

**Agent for Seller**

CRESTED BUTTE RESORT REAL ESTATE LLC  
Attention: CINDY ERVIN  
PO BOX 5700  
MT CRESTED BUTTE, CO 81225  
(970) 209-5233 (Cell)  
(970) 349-4999 (Work)  
(970) 349-4265 (Work Fax)  
cervin@cbmr.com

**Agent for Buyer**

CRESTED BUTTE RESORT REAL ESTATE LLC  
Attention: JAMIE WATT  
PO BOX 5700  
MT CRESTED BUTTE, CO 81225  
(970) 209-2675 (Cell)  
(970) 349-4265 (Work)  
alpinewatt@hotmail.com

**Agent for Seller**

THE REAL ESTATE STORE  
Attention: MICHELLE KLIPPERT  
500 E MAIN ST  
MONTROSE, CO 81401  
(970) 275-3016 (Cell)  
(970) 249-7653 (Work)  
michelleklippertrealtor@gmail.com





**Land Title Guarantee Company**  
**Estimate of Title Fees**

Order Number: **GUR88000227-12** Date: **04/16/2019**  
Property Address: **(VACANT LAND) HUNTER HILL ROAD, MT. CRESTED BUTTE, CO**  
**81225**  
Parties: **HUNTER RIDGE, LLC, A COLORADO LIMITED LIABILITY COMPANY**  
**GLACIER BANK, A MONTANA BANKING CORPORATION**

Visit Land Title's Website at [www.ltgc.com](http://www.ltgc.com) for directions to any of our offices.

<b>Estimate of Title insurance Fees</b>	
"ALTA" Owner's Policy 06-17-06	\$1,271.00
Deletion of Standard Exception(s)	\$65.00
Tax Certificate	\$25.00
	<b>Total \$1,361.00</b>
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Thank you for your order!</b>	

**Note:** The documents linked in this commitment should be reviewed carefully. These documents, such as covenants conditions and restrictions, may affect the title, ownership and use of the property. You may wish to engage legal assistance in order to fully understand and be aware of the implications of the effect of these documents on your property.

**Chain of Title Documents:**

[Gunnison county recorded 03/30/2015 under reception no. 632079](#)

[Gunnison county recorded 08/22/2011 under reception no. 607524](#)

**ALTA COMMITMENT**  
**Stewart Title Guaranty Company**  
**Schedule A**

Order Number: GUR88000227-12

**Property Address:**

(VACANT LAND) HUNTER HILL ROAD, MT. CRESTED BUTTE, CO 81225

**1. Effective Date:**

02/15/2018 at 5:00 P.M.

**2. Policy to be Issued and Proposed Insured:**

"ALTA" Owner's Policy 06-17-06

\$500,000.00

Proposed Insured:

HUNTER RIDGE, LLC, A COLORADO LIMITED LIABILITY  
COMPANY

**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:**

GLACIER BANK, A MONTANA BANKING CORPORATION

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

A PARCEL OF LAND LOCATED IN THE SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub> OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 86 WEST, 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE 1/16TH CORNER OF SAID SECTION 26;  
THENCE SOUTH 89°36'06" WEST A DISTANCE OF 735.00 FEET ALONG THE NORTH BOUNDARY OF SAID SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;  
THENCE SOUTH 01°46'06" WEST A DISTANCE OF 370.00 FEET;  
THENCE SOUTH 39°43'54" EAST A DISTANCE OF 434.00 FEET;  
THENCE SOUTH 50°28'54" EAST A DISTANCE OF 429.00 FEET;  
THENCE SOUTH 24°53'54" EAST A DISTANCE OF 180.00 FEET;  
THENCE SOUTH 58°48'54" EAST A DISTANCE OF 127.07 FEET TO A POINT ON THE EAST BOUNDARY OF SAID SW<sup>1</sup>/<sub>4</sub>SE<sup>1</sup>/<sub>4</sub>;  
THENCE NORTH 02°11'48" WEST ALONG SAID EAST BOUNDARY A DISTANCE OF 1211.64 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT THE TRACT OF LAND AS CONVEYED TO CRESTED BUTTE DEVELOPMENT CORPORATION, A COLORADO CORPORATION IN THE DEED RECORDED AUGUST 28, 1972 IN BOOK 443 AT PAGE [74](#);

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO CRESTED BUTTE DEVELOPMENT CORPORATION, A COLORADO CORPORATION BY DEED RECORDED FEBRUARY 25, 1974 IN BOOK 465 AT PAGE [427](#) AND IN DEED RECORDED FEBRUARY 26, 1974 IN BOOK 465 AT PAGE [429](#),

ALSO LESS AND EXCEPT THE TWO TRACTS OF LAND CONVEYED TO MLJ REAL ESTATE, LP BY WARRANTY DEED RECORDED JULY 15, 2014 UNDER RECEPTION NO. [627782](#) AND RERECORDED JULY 28, 2014 UNDER RECEPTION NO. [627999](#),

ALSO LESS AND EXCEPT THE TRACT OF LAND CONVEYED TO THE TOWN OF MT. CRESTED BUTTE, BEING A PORTION OF HUNTER HILL ROAD, IN BARGAIN AND SALE DEED RECORDED FEBRUARY 24,

**ALTA COMMITMENT**  
**Stewart Title Guaranty Company**  
**Schedule A**

Order Number: GUR88000227-12

2014 UNDER RECEPTION NO. [625652](#),

COUNTY OF GUNNISON,  
STATE OF COLORADO.

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**ALTA COMMITMENT**  
**Stewart Title Guaranty Company**  
**Schedule B-1**  
**(Requirements)**

Order Number: GUR88000227-12

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:**

1. (THIS ITEM WAS INTENTIONALLY DELETED)
2. (THIS ITEM WAS INTENTIONALLY DELETED)
3. (THIS ITEM WAS INTENTIONALLY DELETED)
4. WRITTEN INSTRUCTIONS AUTHORIZING LAND TITLE TO PREPARE A STATEMENT OF AUTHORITY FOR HUNTER RIDGE, LLC, A COLORADO LIMITED LIABILITY COMPANY, STATING UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY; OR, A DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF HUNTER RIDGE, LLC, A COLORADO LIMITED LIABILITY COMPANY AS A LIMITED LIABILITY COMPANY.

NOTE: ANY STATEMENT OF AUTHORITY MUST BE IN COMPLIANCE WITH THE PROVISIONS OF SECTION 38-30-172, C.R.S. AND BE RECORDED WITH THE CLERK AND RECORDER.

5. (THIS ITEM WAS INTENTIONALLY DELETED)

NOTE: THE OPERATING AGREEMENT FOR HUNTER RIDGE, LLC, A COLORADO LIMITED LIABILITY COMPANY DISCLOSES JAMIE WATT OR SHANON PHILLIPS AS THE MANAGER/MEMBER THAT ARE AUTHORIZED

TO EXECUTE LEGAL INSTRUMENTS ON BEHALF OF SAID ENTITY.

6. (THIS ITEM WAS INTENTIONALLY DELETED)
7. WARRANTY DEED FROM GLACIER BANK, A MONTANA BANKING CORPORATION TO HUNTER RIDGE, LLC, A COLORADO LIMITED LIABILITY COMPANY CONVEYING SUBJECT PROPERTY.

NOTE: SAID DOCUMENT CAN BE EXECUTED BY THE PRESIDENT, VICE-PRESIDENT OR CHAIRMAN OF THE BOARD (CEO) OF THE CORPORATION. IF ANY OTHER OFFICER OF THE CORPORATION OR AGENT EXECUTES SAID DOCUMENT ON BEHALF OF THE CORPORATION, A POWER OF ATTORNEY/RESOLUTION MUST BE PROVIDED TO LAND TITLE GRANTING SAID AUTHORIZATION.

**ALTA COMMITMENT**  
**Stewart Title Guaranty Company**  
**Schedule B-1**  
**(Requirements)**

**Order Number:** GUR88000227-12

**The following are the requirements to be complied with:**

REQUIREMENTS TO DELETE THE PRE-PRINTED EXCEPTIONS IN THE OWNER'S POLICY TO BE ISSUED

A. UPON RECEIPT BY THE COMPANY OF A SATISFACTORY FINAL AFFIDAVIT AND AGREEMENT FROM THE SELLER AND PROPOSED INSURED, EXCEPTIONS 1 THROUGH 4 OF THE STANDARD EXCEPTIONS WILL BE DELETED. ANY ADVERSE MATTERS DISCLOSED BY THE FINAL AFFIDAVIT AND AGREEMENT WILL BE ADDED AS EXCEPTIONS.

B. IF LAND TITLE GUARANTEE COMPANY CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, EXCEPTION NO. 5 OF THE STANDARD EXCEPTIONS WILL BE DELETED.

C. UPON RECEIPT OF PROOF OF PAYMENT OF ALL PRIOR YEARS' TAXES AND ASSESSMENTS, EXCEPTION NO. 6 OF THE STANDARD EXCEPTIONS WILL BE AMENDED TO READ:

TAXES AND ASSESSMENTS FOR THE YEAR 2017 AND SUBSEQUENT YEARS.

NOTE: THE COMMITMENT DOES NOT REFLECT THE STATUS OF TITLE TO WATER RIGHTS OR REPRESENTATION OF SAID RIGHTS.

NOTE: THIS COMMITMENT IS NOT A REPORT OR REPRESENTATION AS TO MINERAL INTERESTS, AND SHOULD NOT BE USED, OR RELIED UPON, IN CONNECTION WITH THE NOTICE REQUIREMENTS THAT ARE SET FORTH IN CRS 24-65.5-103.

## ALTA COMMITMENT

### Stewart Title Guaranty Company

#### Schedule B-2

#### (Exceptions)

Order Number: GUR88000227-12

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. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED SEPTEMBER 02, 1927, IN BOOK 235 AT PAGE [137](#).
9. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DEED RECORDED SEPTEMBER 12, 1972 IN BOOK 443 AT PAGE [446](#) AND RELEASE OF OBLIGATIONS RECORDED SEPTEMBER 22, 1978 IN BOOK 520 AT PAGE [743](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED JANUARY 18, 1994 IN BOOK 739 AT PAGE [121](#) AS AMENDED BY INSTRUMENT RECORDED JUNE 27, 1995 IN BOOK 766 AT PAGE [156](#).
11. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED MARCH 18, 1994 IN BOOK 742 AT PAGE [398](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF EASEMENT RECORDED APRIL 08, 1994 IN BOOK 743 AT PAGE [469](#).
13. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN GRANT OF UTILITIES EASEMENT RECORDED MAY 17, 1994 IN BOOK 745 AT PAGE [598](#) AS CORRECTED BY INSTRUMENT RECORDED JUNE 14, 1994 IN BOOK 747 AT PAGE [148](#).
14. TERMS, CONDITIONS, AND PROVISIONS CONTAINED IN INCLUSION ORDER IN THE MATTER OF THE BOUNDARIES OF THE CRESTED BUTTE FIRE PROTECTION DISTRICT RECORDED NOVEMBER 21, 1994, IN BOOK 756 AT PAGE [62](#) AS AMENDED BY INSTRUMENT RECORDED JANUARY 13, 1995 IN BOOK 758 AT PAGE [689](#).

**ALTA COMMITMENT**

**Stewart Title Guaranty Company**

**Schedule B-2**

**(Exceptions)**

**Order Number:** GUR88000227-12

**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:**

15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN UTILITY EASEMENT TO GUNNISON COUNTY ELECTRIC ASSOCIATION, INC. RECORDED DECEMBER 16, 1994 IN BOOK 757 AT PAGE [319](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED RECORDED OCTOBER 14, 1998 UNDER RECEPTION NO. [487842](#).
17. EASEMENT AND RIGHT OF WAY FOR HUNTER HILL ROAD AND OVERLOOK ROAD AS SHOWN ON THE GUNNISON COUNTY ASSESSOR'S MAP STORED IN LAND TITLE'S SYSTEM AS ESI [33251221](#).
18. MATTERS DISCLOSED ON BOUNDARY AND EASEMENT SKETCH ISSUED BY NCW & ASSOCIATES, INC. CERTIFIED JULY 17, 2017, JOB NO. 17111.00  
SAID DOCUMENT STORED AS OUR ESI [34871275](#).



## JOINT NOTICE OF PRIVACY POLICY OF LAND TITLE GUARANTEE COMPANY

This Statement is provided to you as a customer of Land Title Guarantee 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 your 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 obtain either 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 may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- 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 assess 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 STATED ABOVE OR 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.



## DISCLOSURES

Pursant to C.R.S. 10-11-122, notice is hereby given that:

- (a) THE SUBJECT REAL PROPERTY MAY BE LOCATED IN THE SPECIAL TAXING DISTRICT;
- (b) A CERTIFICATE OF TAXES DUE LISTING EACH TAXING JURISDICTION SHALL BE OBTAINED FROM THE COUNTY TREASURER OR THE COUNTY TREASURER'S AUTHORIZED AGENT;
- (c) INFORMATION REGARDING SPECIAL DISTRICTS AND THE BOUNDARIES OF SUCH DISTRICTS MAY BE OBTAINED FROM THE BOARD OF COUNTY COMMISSIONERS, THE COUNTY CLERK AND RECORDER, OR THE COUNTY ASSESSOR.

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Note: Colorado Division of Insurance Regulations 3-5-1, Subparagraph (7) (E) requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." Provided that Stewart Title - Crested Butte conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lender's Title Policy when issued.

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Note: Affirmative Mechanic's Lien Protection for the Owner may be available (typically by deletion of Exception No. 4 of Schedule B, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (a) The land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
- (b) No labor or materials have been furnished by mechanic or materialment for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- (c) The Company must receive payment of the appropriate premium.
- (d) If there has been construction, improvements or major repairs undertaken on the property to be purchased, within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and/or the contractor; payment of the appropriate premium; fully executed indemnity agreements satisfactory to the company; and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

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

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

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

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

## STG Privacy Notice Stewart Title Companies

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

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

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

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

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

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

### SHARING PRACTICES

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

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

**Commitment for Title Insurance**  
**Issued By**  
**STEWART TITLE GUARANTY COMPANY**

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

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

All liability and obligation under this Commitment shall cease and terminate six (6) months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue the policy or policies is not the fault of the Company.

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

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

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

**stewart title**

Issued by:  
Land Title Guarantee Company  
3033 East First Avenue Suite 600  
Denver, Colorado 80206  
(303)321-1880

  
President



Stewart Title Guaranty Company

  
Matt Morris  
President and CEO

  
Denise Carraux  
Secretary

  
AMERICAN  
LAND TITLE  
ASSOCIATION

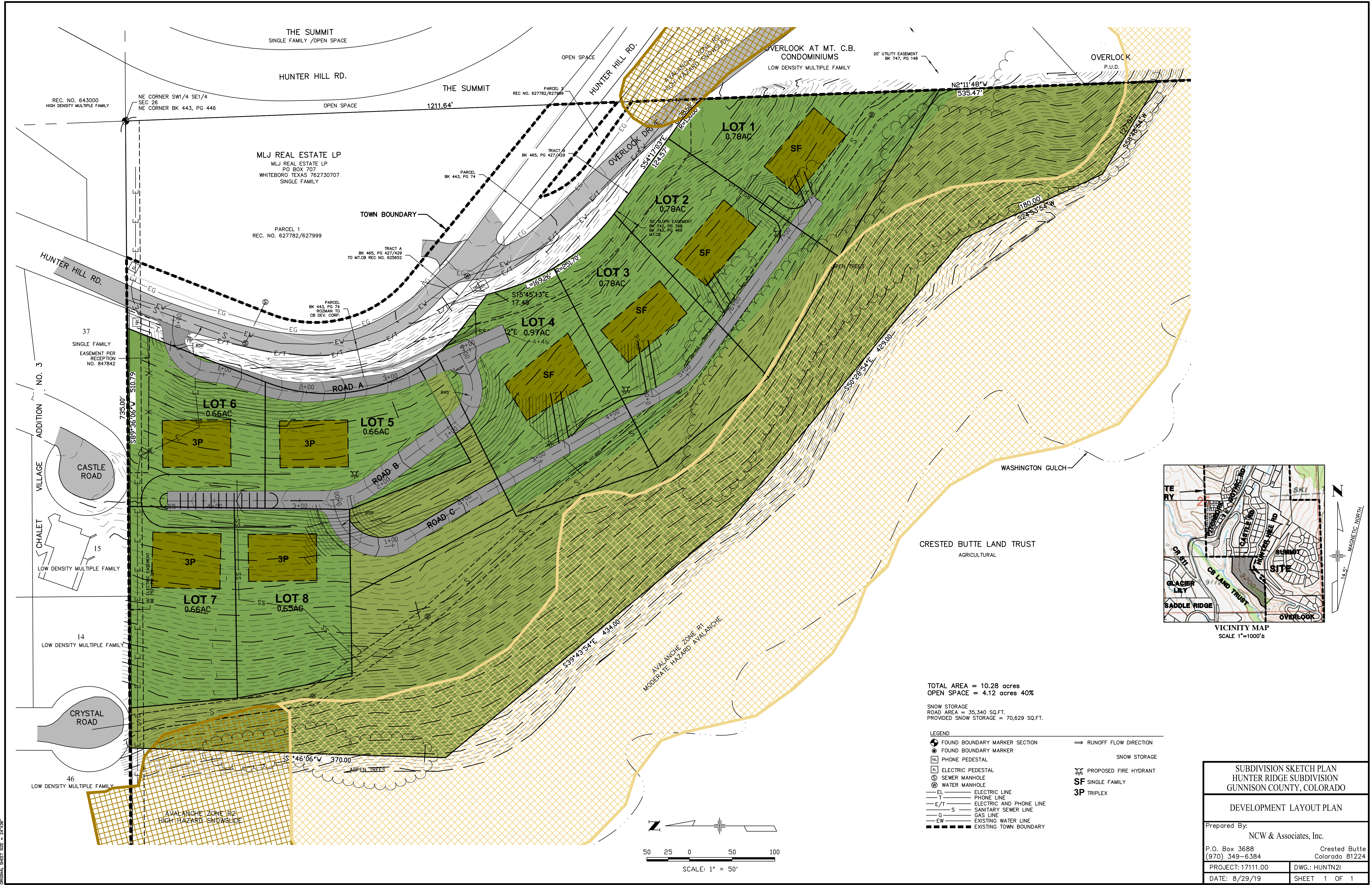
## Conditions

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or 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 Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions 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 are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [www.alta.org](http://www.alta.org).

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

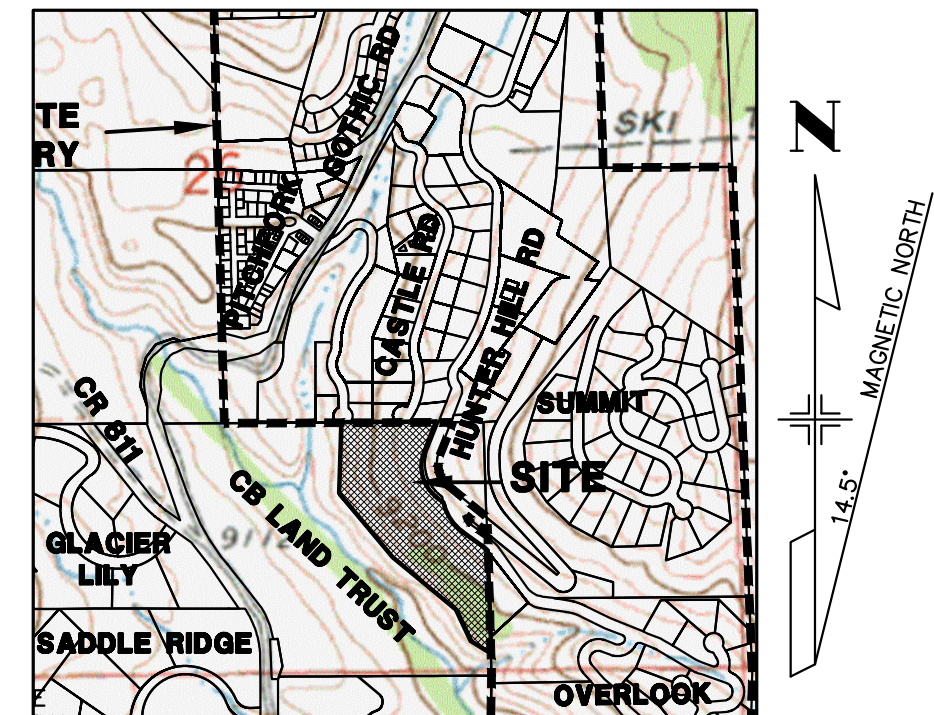
AMERICAN LAND TITLE ASSOCIATION ALTA COMMITMENT FORM Adopted 6-17-06  
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TOTAL AREA = 10.28 acres  
 OPEN SPACE = 4.12 acres 40%  
 SNOW STORAGE  
 ROAD AREA = 35,340 SQ.FT.  
 PROVIDED SNOW STORAGE = 70,629 SQ.FT.

- LEGEND**
- FOUND BOUNDARY MARKER SECTION
  - FOUND BOUNDARY MARKER
  - ⊕ PHONE PEDESTAL
  - ⊖ ELECTRIC PEDESTAL
  - ⊙ SEWER MANHOLE
  - ⊙ WATER MANHOLE
  - EL — ELECTRIC LINE
  - T — PHONE LINE
  - E/T — ELECTRIC AND PHONE LINE
  - S — SANITARY SEWER LINE
  - G — GAS LINE
  - EW — EXISTING WATER LINE
  - — — EXISTING TOWN BOUNDARY
  - ⇒ RUNOFF FLOW DIRECTION
  - SNOW STORAGE
  - ⊕ PROPOSED FIRE HYDRANT
  - SF SINGLE FAMILY
  - 3P TRIPLEX



VICINITY MAP  
 SCALE 1"=1000'

**SUBDIVISION SKETCH PLAN  
 HUNTER RIDGE SUBDIVISION  
 GUNNISON COUNTY, COLORADO**

**DEVELOPMENT LAYOUT PLAN**

Prepared By:  
 NCW & Associates, Inc.  
 P.O. Box 3688 Crested Butte  
 (970) 349-6384 Colorado 81224

PROJECT: 17111.00      DWG.: HUNTN2I  
 DATE: 8/29/19      SHEET 1 OF 1

ORIGINAL SHEET SIZE = 24" x 36"

**NOTICE OF PUBLIC HEARING BEFORE THE  
TOWN COUNCIL  
TOWN OF MT. CRESTED BUTTE, COLORADO**

Please take notice that the Mt. Crested Butte Town Council will hold a public hearing on Tuesday, February 20, 2018 at 6:00 p.m. in the Council Chambers, Municipal Building, Mt. Crested Butte, Colorado.

The purpose of the hearing is for public input on the amended annexation petition set forth below and incorporated herein by this reference for the purpose of determining and finding whether the area proposed to be annexed in said petition meets the applicable requirements of Section 30, Article II of the Colorado Constitution, §§31-12-104 and 31-12-105, Colorado Revised Statutes and the provisions of the Town of Mt. Crested Butte Resolution No. 1, Series 1995, and is considered eligible for annexation.

The 10.28 acre parcel is located in the SW1/4 SE1/4 of Section 26, Township 13 South, Range 86 West, 6<sup>th</sup> P.M.

The application submitted by Hunter Ridge, LLC, on behalf of Glacier Bank is available for public viewing at the Mt. Crested Butte Town Hall, 911 Gothic Road, Mt. Crested Butte, CO during regular business hours.

All interested parties are urged to attend. Written comments are welcome and should be received at the Town Offices, P. O. Box 5800, Mt. Crested Butte, CO 81225-5800, or by fax to (970) 349-6326, by Thursday, February 15, 2018.

Dated this 30<sup>th</sup> day of January, 2018.

/s/ Jill Lindros  
Town Clerk

If you require any special accommodations in order to attend this meeting, please call the Town Hall at 349-6632 at least 48 hours in advance of the meeting.

Published in the *Crested Butte News*.

Issue of February 2 and 9, 2018.

# Memorandum

Date: February 5, 2018  
To: Town Council  
From: Carlos L. Velado Community Development Director  
Subject: Hunter Ridge Annexation Eligibility

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## **Application Background**

Staff has received an application for annexation of a 10.28 acre parcel of property currently known as the Hunter Ridge Parcel. The subject parcel runs along the south side of Hunter Hill Rd just past 33 Hunter Hill Rd. It also sits across from the 2 acre Hillside parcel which was annexed by the Town in 2014.

The applicant is Hunter Ridge, LLC acting on behalf of Glacier Bank (see attached letter of authorization). The applicant is under contract to purchase the Hunter Ridge Parcel, pending annexation. The applicant is seeking to subdivide the parcel in the future and has submitted a zoning and conceptual land use plan to the Town which are included in your packets. The Town Council determined the applicant's petition for annexation to be in compliance with state law and Town requirements on January 16, 2018 and scheduled the required public hearing for February 20, 2018.

## **Inspiration Ridge**

In the past 15 years, the parcel has applied to the Town for annexation on 2 separate occasions. Both applications included an additional 2 acre parcel now known as the Hillside Parcel. The proposed name of the development was Inspiration Ridge/Point. The applicant was pursuing zoning and subdivision approval during the annexation process. The initial application in 2003 proposed 15 lots on the approximately 13.92 acre tracts. They were requesting a zoning of Low Density Multiple Family for the 15 lots which were intended to house 2 units/lot. The parcels received Town Council approval (Resolution No. 2 Series 2003) for eligibility for annexation but the application was subsequently withdrawn after receiving a recommendation of denial from the Planning Commission on the Subdivision Sketch Plan application (See attached denial recommendation October 2003).



The same applicant submitted a second application for the same 2 parcels in 2006. The applicant was only seeking annexation and zoning of single family residential. The parcels received Town Council approval (Resolution No. 7 Series 2007) for eligibility of annexation but the application was subsequently withdrawn during the economic downturn.

### **Petition for Annexation**

State Statute and the State Constitution dictates that no unincorporated area may be annexed unless the annexing municipality has received a petition for annexation with the Town. The Council accepted the Petition for Annexation on January 16, 2018.

### **Eligibility and Limitations**

As part of the resolution initiating annexation proceeding by the Town, or of a resolution finding substantial compliance of an annexation petition, The Town shall hold a hearing to determine if the proposed annexation complies with the State constitution and sections 31-12-104 (Eligibility) and 31-12-105 (limitations) of state statutes. Pursuant to Section 31-12-104 no annexation may occur unless:

- (a) Not less than 1/6 of the perimeter of the area to be annexed is contiguous with the Town boundary. **The application meets this requirement with just under 1/3 (31%) of the perimeter being contiguous with the Town Boundary.**
- (b) There is a community of interest between the area to be annexed and the Town, that the area is urban or will be urbanized in the future, that the area is integrated or capable of being integrated into the Town. **Establishing the 1/6 contiguity also establishes compliance with the community of interest factor unless at least 2 of the following circumstances exist:**
  - 1) Less than fifty percent of the adult residents of the area proposed to be annexed make use of part or all of the following types of facilities of the annexing municipality: Recreational, civic, social, religious, industrial, or commercial; and less than twenty-five percent of said area's adult residents are employed in the annexing municipality. If there are no adult residents at the time of the hearing, this standard shall not apply. **N/A The property is undeveloped and there are no adult residents on the property.**
  - 2) One-half or more of the land in the area proposed to be annexed (including streets) is agricultural, and the landowners of such agricultural land, under oath, express an intention to devote the land to such agricultural use for a period of not less than five years. **N/A There is only one prospective land owner and this owner is applying for annexation and is not proposing to use the land for agricultural purposes.**
  - 3) It is not physically practicable to extend to the area proposed to be annexed those urban services which the annexing municipality provides in common to all of its citizens on the same terms and conditions as such services are made available to such citizens. This standard shall not apply to the extent that any portion of an area proposed to be annexed is provided or will within the reasonably near future be provided with any service by or through a quasi-municipal corporation. **N/A It is possible to provide common services to the property.**

Section 31-12-105 also contains limitations on the ability to annex property. Those limitations are:

- 1) No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate, shall be divided into separate parts or parcels without the written consent of the landowners thereof unless such tracts or parcels are separated by a dedicated street, road, or other public way. **N/A No land is held in identical ownership and only one parcel is being proposed for annexation.**
- 2) No land in identical ownership that comprises 20 acres and has improvements with an assessed value in excess of \$200,000.00 for ad valorem tax purposes may be included in the annexation without the written consent of the owner, unless said property constitutes an enclave totally surrounded by the Town. **N/A No land is held in identical ownership.**
- 3) No annexation resolution or petition is valid when annexation proceedings have been initiated for the annexation of part of such territory by another municipality. **Application is not under review for annexation by another municipality.**
- 4) If an annexation will result in detachment of the area from a school district and its removal to another school district, a resolution of the school district to which the property would be added is required. **N/A Property is in and to remain in RE1-J school district.**
- 5) In general, an annexation may not extend the Town's boundaries in any one year by more than three miles. **N/A**
- 6) In establishing boundaries of the area proposed to be annexed, if a portion of a platted street is to be annexed, there is a requirement that the entirety of the platted street be annexed so as not to create confusion over who maintains the street. **N/A No streets being annexed.**
- 7) No annexation may deny reasonable access to landowners of easements adjoining a platted street or alley that the municipality annexes. **N/A**

### **Town Resolution No. 1 Series 1995**

The Town has an annexation resolution in place that purports to add additional eligibility requirements, including that the Council must find and determine that the property to be annexed is in full compliance with the Mt Crested Butte Master Plan (Community Plan); and there exists an economic need of the Town for additional subdivided and developable or developed lands within the Town boundaries; or the proposed annexation will provide the Town with amenities or facilities which are desired by the Town, and which the Town determines justifies the annexation of the property.

**The Town's Attorney has determined that the additional components from the resolution are unenforceable under State law for consideration at eligibility.**

**Eligibility is a statutory process defined by the legislature. The additional components in the Resolution are more appropriately examined at final consideration of annexation and fit into an analysis of whether the Town should annex the property.**

### **Subdivision**

State statute (31-12-115) provides that the applicant can be required to submit to the Town's subdivision process at any time following determination that the annexation petition is valid. If the Town Council is to determine that the parcel is eligible for annexation, staff suggests that the Council require the applicant to submit an application for subdivision to the Town, which process will occur contemporaneously with the annexation process. This would initiate the subdivision process which would allow the Planning Commission and the Town Council to explore the land use plan more thoroughly and address concerns expressed by the public. No annexation would be approved without the approval of a subdivision application.

### **Impact Report**

The required impact report, pursuant to CRS 31-12-108.5, has been submitted to the Gunnison County Board of County Commissioners (BOCC) within the required timeframe. No comment has been received as of the writing of this memorandum.

### **Town Council Consideration**

The Town staff has reviewed the application and determined that the annexation application is in compliance with the State Constitution and Sections 31-12-104 (Eligibility) and 31-12-105 (Limitations) as set forth in the Colorado Revised State Statutes. After the public hearing, the Town, by resolution, shall set forth its findings of fact and conclusions with reference to the following matters:

- 1) Whether or not the requirements of the State Constitution and Sections 31-12-104 and 31-12-105 have been met;
- 2) Whether or not an election is required;
- 3) Whether or not additional terms or conditions are to be imposed.

If there is a finding of lack of compliance the State's Constitution or Statutes as set forth above, then annexation proceedings shall be terminated. If additional terms or conditions are imposed, such may be done by creation of an annexation agreement or an election. Town staff has received a draft annexation

agreement. No additional conditions are to be imposed at this time. All public comment received has been included with your packet.

## **Proposed Motions**

### Approval

I move to approve Resolution No. 8 Series 2018 which finds that the annexation petition filed by Hunter Ridge, LLC for the annexation of a 10.28 acre parcel of land adjacent to the boundaries of the Town of Mt Crested Butte to be eligible for annexation based on the findings set forth herein, and to require the applicant to submit a subdivision application, which process will run concurrently with the annexation process.

### Denial

I move to deny Resolution No. 8 Series 2018 by finding that the annexation petition filed by Hunter Ridge, LLC for the annexation of a 10.28 acre parcel of land adjacent to the boundaries of the Town of Mt Crested Butte to be in non-compliance with the eligibility requirements of State law and is not eligible for annexation.



DIVISION OF GLACIER BANK  
ONE BIG HAPPY LITTLE BANK

144 East Eighth St.  
Durango CO 81301

816 Royal Gorge Blvd.  
Cañon City, CO 81212

2101 Fremont Dr.  
Cañon City, CO 81212

703 Royal Gorge Blvd.  
Cañon City, CO 81212

1 North Pkwy.  
Colorado City, CO 81019

518 North Chelton Rd.  
Colorado Springs, CO 80909

3204 West Colorado Ave.  
Colorado Springs, CO 80904

600 Yampa Ave. P.O. Box 246  
Craig, CO 81626

1710 North Main Ave.  
Durango CO 81301

401 East Main St.  
Florence, CO 81226

2452 Highway 6 and 50  
Grand Junction, CO 81505

2775 Acrin Ave.  
Grand Junction, CO 81503

685 Horizon Dr.  
Grand Junction, CO 81506

431 Power Rd.  
Grand Junction, CO 81507

252 West Jefferson Ave. P.O. Box 700  
Hayden, CO 81639

504 Main St. P.O. Box 600  
Meeker, CO 81641

319 East Main St. P. O. Box 68  
Oak Creek, CO 80467

305 Hot Springs Blvd. P.O. Box 2830  
Pagosa Springs CO 81147

101 West Fifth St.  
Pueblo, CO 81003

2 Amherst Ave.  
Pueblo, CO 81005

76 East Dunlap Dr.  
Pueblo West, CO 81007

222 West Main St. P.O. Box 175  
Rangely, CO 81648

270 Anglers Dr. P.O. Box 880160  
Steamboat Springs, CO 80488

January 8, 2018

To whom it may concern:

The Bank of the San Juans (Glacier Bank) agrees to allow the current contractual buyer, Hunter Ridge, LLC, to petition for the annexation of the property at TBD Hunter Hill Road Mt. Crested Butte, CO 81225 (parcel #3177-264-00-053) on behalf of the seller, Glacier Bank. All monitory expenses involved with the annexation shall be the sole responsibility of the buyer, Hunter Ridge, LLC and/or Assigns.

Sincerely,

Bruce L. Penny

Executive Vice President/ Chief Credit Officer

**Mt. CRESTED BUTTE AMENDED PETITION FOR ANNEXATION**  
**Hunter Ridge**  
**(Hunter Ridge, LLC - Glacier Bank)**

**A. Petition.** Hunter Ridge, LLC on behalf of Glacier Bank, 100% owner of the property set forth as:

A PARCEL OF LAND LOCATED IN THE SW¼ SE¼ OF SECTION 26, TOWNSHIP 13 SOUTH, RANGE 80 WEST, 6TH P.M., MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SE 1/16TH CORNER OF SAID SECTION 26;  
THENCE SOUTH 89°36'06" WEST A DISTANCE OF 735.00 FEET ALONG THE NORTH BOUNDARY OF SAID SW¼ SE¼;  
THENCE SOUTH 10°46'06" WEST A DISTANCE OF 370.00 FEET;  
THENCE SOUTH 39°43'54" A DISTANCE OF 434.00 FEET;  
THENCE SOUTH 50°28'54" EAST A DISTANCE OF 429.00 FEET;  
THENCE SOUTH 24°53'54" EAST A DISTANCE OF 160.00 FEET;  
THENCE SOUTH 58°48'54" EAST A DISTANCE OF 127.07 FEET TO A POINT ON THE EAST BOUNDARY OF SAID SW¼ SE¼;  
THENCE NORTH 02°11'48" WEST ALONG SAID EAST BOUNDARY A DISTANCE OF 1271.64 FEET TO THE POINT OF BEGINNING;

LESS AND EXCEPT THE TRACT OF LAND AS CONVEYED TO CRESTED BUTTE DEVELOPMENT CORPORATION, A COLORADO CORPORATION IN THE DEED RECORDED AUGUST 28, 1972 IN BOOK 443 AT PAGE 74;

ALSO LESS AND EXCEPT THAT PORTION CONVEYED TO CRESTED BUTTE DEVELOPMENT CORPORATION, A COLORADO CORPORATION BY DEED RECORDED FEBRUARY 25, 1974 IN BOOK 465 AT PAGE 427 AND IN DEED RECORDED FEBRUARY 26, 1974 IN BOOK 465 AT PAGE 429,

ALSO LESS AND EXCEPT THE TWO TRACTS OF LAND CONVEYED TO MLJ REAL ESTATE, LP BY WARRANTY DEED RECORDED JULY 15, 2014 UNDER RECEPTION NO. 627782 AND RERECORDED JULY 28, 2014 UNDER RECEPTION NO. 627999,

ALSO LESS AND EXCEPT THE TRACT OF LAND CONVEYED TO THE TOWN OF MT. CRESTED BUTTE, BEING A PORTION OF HUNTER HILL ROAD, IN BARGAIN AND SALE DEED RECORDED FEBRUARY 24, 2014 UNDER RECEPTION NO. 625652.

COUNTY OF GUNNISON,  
STATE OF COLORADO.

and hereby petitions the Town of Mt. Crested Butte, Colorado to annex the property above to the Town of Mt. Crested Butte, Colorado. As grounds therefore, the petitioner states:

I. It is desirable and necessary that such area be annexed to the Town of Mt. Crested Butte as the property is between the Town boundaries on Hunter Hill Road;

II. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with the Town of Mt. Crested Butte, Colorado, and a community of interest exists between the proposed parcel and the annexing municipality.

A. The Property meets the requirements of C.R.S. Sections 31-12-104 and 31-12-105, in that:

- a. Not less than one-sixth of the perimeter of the Property is contiguous with the Town, which contiguity may be established by the annexation of one or more parcels in a series.
- b. A community of interest exists between the Property and the Town; the Property is urban or will be urbanized in the near future; and the Property is integrated with or is capable of being integrated with the Town.
- c. Without the consent of the landowners, no land included within the Property which is held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:
  - i. is divided into separate parts or parcels, unless such tracts or parcels are separated by a dedicated street, road, or other public way; or
  - ii. comprises 20 acres or more and, together with the buildings and improvements situated thereon has a valuation for assessment in excess of \$200,000.00 for ad valorem tax purposes for the year next preceding the proposed annexation.
- d. No annexation proceedings have been commenced for the annexation to another municipality of part or all of the Property.
- e. The annexation of the Property will not result in the detachment of area from any school district and the attachment of same to another school district.
- f. The annexation of the Property will not have the effect of extending the boundary of the Town more than three miles in any direction from any point of the Town's boundary in any one year.
- g. If a portion of a platted street or alley is to be annexed, the entire width of said street or alley is included within the Property.
- h. Reasonable access shall not be denied to landowners, owners of an easement, or the owners of a franchise, adjoining any platted street or alley annexed by the Town but not bounded on both sides by the Town.

III. The undersigned is the designated agent of the one hundred percent (100%) of the owner of the property which is petitioned to be annexed.

Submitted this 8 day of Jan, <sup>2018</sup>~~2017~~. *yw*

HUNTER RIDGE, LLC,  
a Colorado limited liability company

By: *Jane Watt*  
Name: Jane Watt  
Title: Managing Partner Hunter Ridge, LLC.

Address: P.O. Box 1935  
Crested Butte, CO 81224

AFFIDAVIT OF CIRCULATOR

The undersigned, being of lawful age, who being first duly sworn upon oath, deposes and says:

That he was the circulator of the foregoing Petition for Annexation of the Property to the Town of Mt. Crested Butte, Colorado and that each signature hereon is the true signature of the person whose name it purports to be.

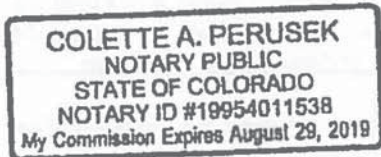
  
Circulator

STATE OF Colorado  
County of Gunnison ss.

The foregoing was sworn to and acknowledged before me this 8th day of January, 2018, by Michael C. Dawson as Circulator and attorney for Petitioners.

Witness my hand and official seal.  
My commission expires: Aug. 29, 2019

  
Notary Public





**RESOLUTION No. 1, Series 1995 information:**

**B. Annexation Map.** Together with this petition for annexation, attached are four copies of an annexation map containing the following information:

I. A written legal description of the boundaries of the area proposed to be annexed;

II. A map showing the boundary of the area proposed to be annexed;

III. Within the annexation boundary map, a showing of location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;

IV. Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the annexing municipality and the contiguous of any other municipality abutting the area proposed to be annexed.

**C. Fees:** The applicant is submitting the sum of \$2,028.00 representing the annexation application fee. The applicant will also be responsible for all the costs of publications and recording.

**D. Land Use Plan** Attached please find the Land Use Plan containing a site plan, existing and proposed roads, drainage basins, and irrigation ditches, the proposed land use, including specific densities of development, and a zoning plan for the property complying with the Master Plan of the Town of Mt. Crested Butte.

**E. Extension of Municipal Services.** All municipal services are capable of being extended to the area sought to be annexed without cost to the Town as shown by the attached letters from the utility providers.

**F. Water and Sewer Service.** Attached to this Petition is the letter from the Mt. Crested Butte Water and Sanitation District and that the District has sufficient water and ability to dispose of sewage for the proposed annexation and that the property must be annexed to the Mt. Crested Butte Water & Sanitation District as part of the annexation to the Town.

**G. Fire Protection.** Attached to this petition is the letter from the Crested Butte Fire Protection District that the property is within the District.

**H. Proof of Ownership.** Attached to this petition is the title commitment from Land Title Guaranty Company showing title is vested with Glacier Bank.

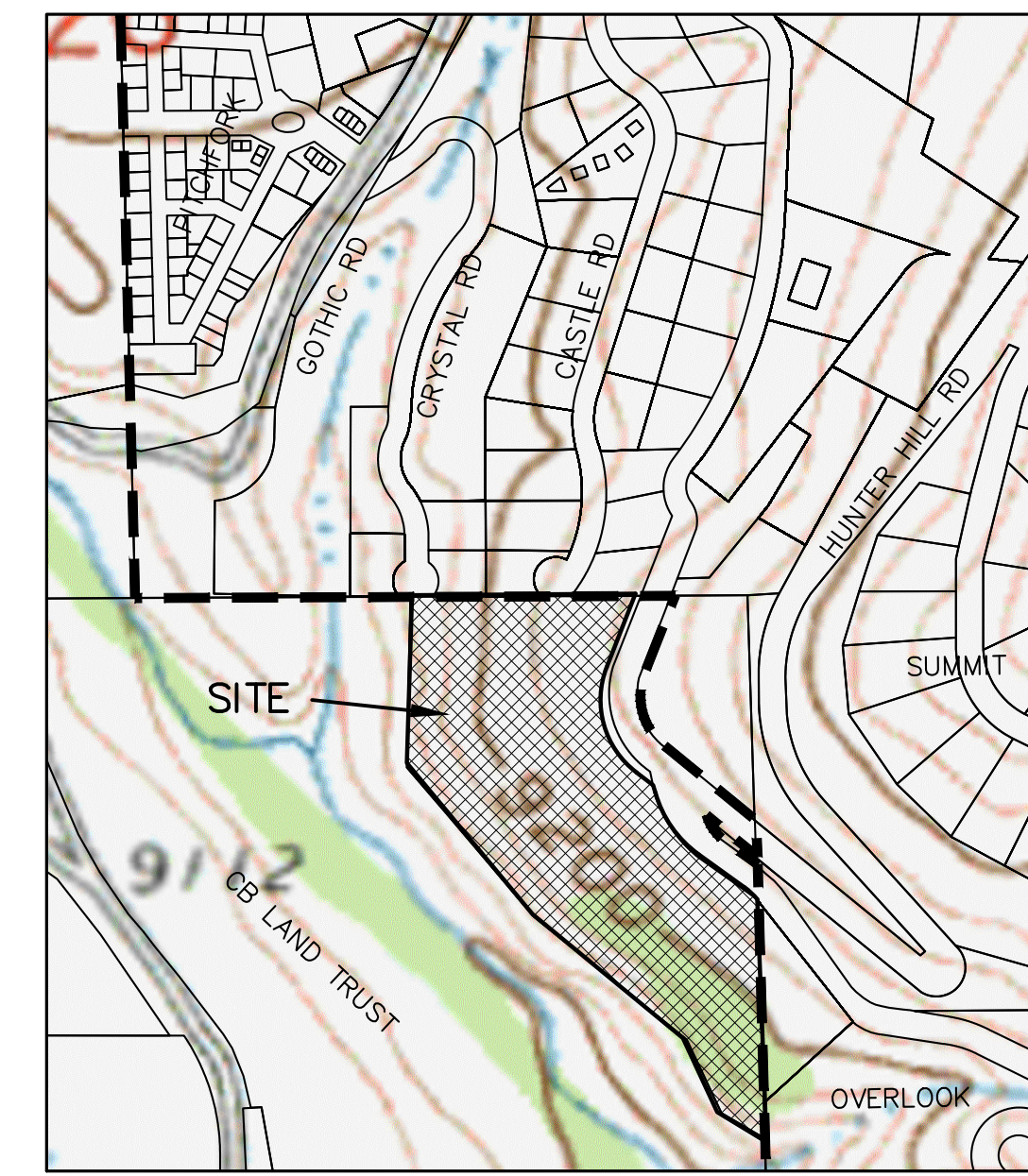
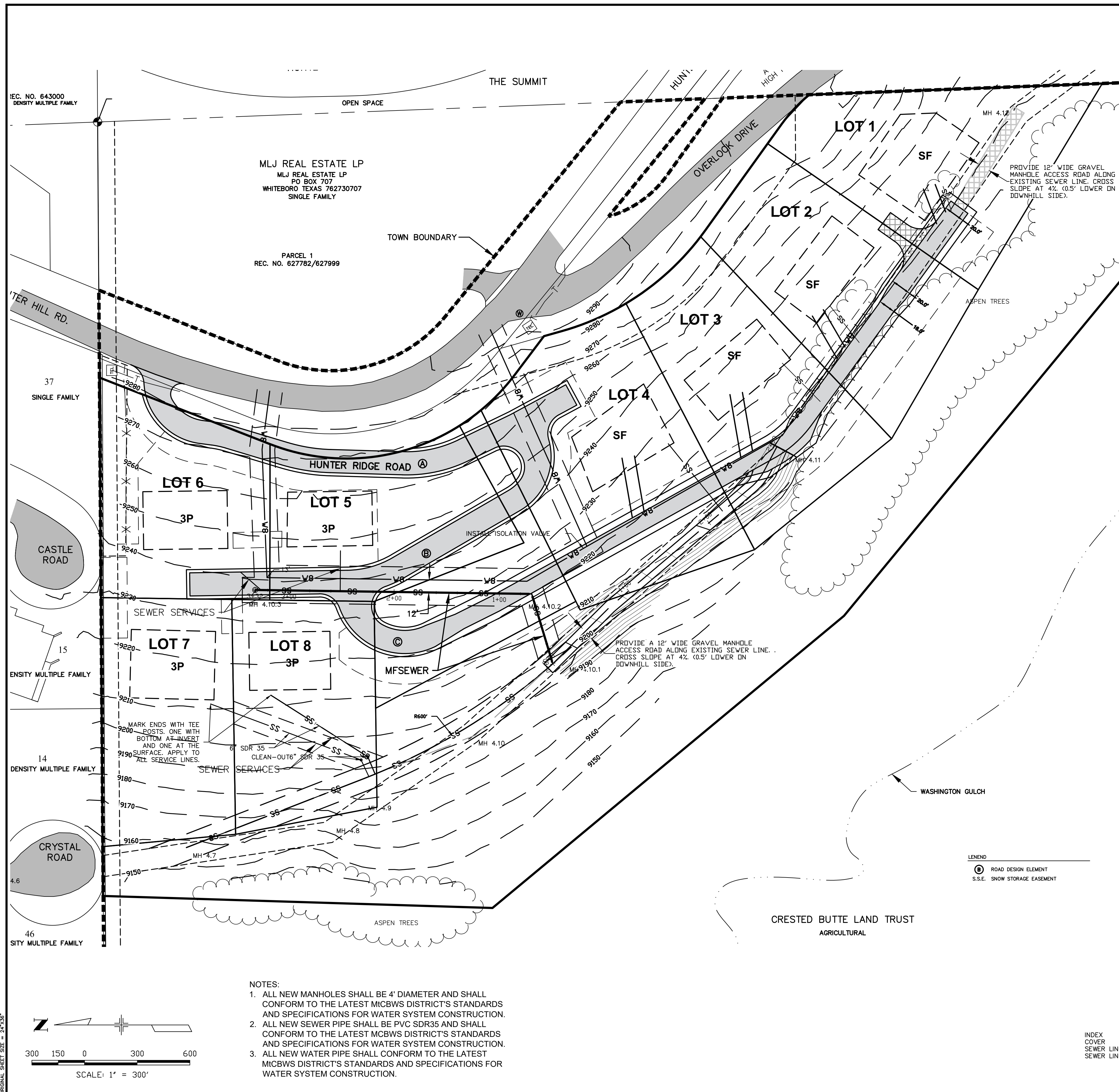
**I. Additional Information.** This parcel is identified in the Community Plan as a desired parcel for annexation, there exists an economic need for the Town to add additional subdivided and developable lands within the Town boundary, and the proposed annexation will provide the Town with additional amenities or facilities which are desired by the Town and justify the annexation of the Property, including but not limited to resolving continuity of the Town boundary.









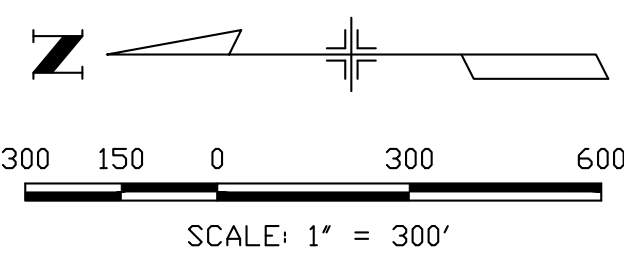


**GENERAL SPECIFICATIONS**

- Safety Requirements:** The Contractor shall have full and complete responsibility for jobsite safety, and shall perform all work in full conformance with all Federal, State, and local safety regulations.
- Mt. Crested Butte Water and Sanitation District's and the Town of Mt. Crested Butte Standards and Specifications:** All construction work shall be performed in conformance with the latest Mt. Crested Butte Water and Sanitation District's and the Town of Mt. Crested Butte Standards and Specifications.
- Contractor Investigation:** The Contractor shall familiarize himself with local conditions and the specifications of the governing entities, and shall examine the site, make such tests, and perform such explorations as he deems necessary to evaluate all conditions on site, in order to perform the work in accordance with the Contract Documents for the Contract Price within the Contract Time.
- Underground Utility Locates:** The Contractor shall have full responsibility to identify, locate, and protect all existing utilities lines, and to repair any damage to utilities caused by Contractor's operations. Contractor shall contact the Town of MT. Crested Butte, the Utility Notification Center of Colorado (811), and individual utility companies as needed, to locate existing underground utilities prior to construction. The construction drawings show utilities that were located for the site survey and represent the best information available at the time, but may not be complete or current.
- Hazardous Materials:** In the event that the Contractor encounters any hazardous materials on the site (including but not limited to asbestos cement pipe), Contractor shall leave such materials undisturbed and shall contact the Owner for directions regarding disposal of said materials.
- Conflicts:** In the event of a conflict between project specifications herein, the District's and the Town's specifications, the more rigorous requirement shall apply.
- Stormwater Pollution Prevention Plan:** Contractor shall prepare a Stormwater Pollution Prevention Plan, obtain the requisite permit from the Colorado Dept of Public Health & Environment, implement the plan, perform regularly scheduled inspections of the site, compile the required records, and manage stormwater control devices until receipt of final payment from the Owner. Contractor shall promptly deliver copies of the regular inspection reports to the Owner.
- Pre Construction Conference:** Contractor shall schedule a Pre Construction Conference with the Owner, the MT. CRESTED BUTTE Public Works Director (or their designee), the Owner's Representative, and the Project Engineer prior to commencement of work to establish lines of communication, quality assurance and materials testing protocols, surveying requirements, schedules, and to clarify any uncertainties about the intent and purpose of the design.
- Construction Surveying:** Owner will provide construction staking for pipelines, set at offsets satisfactory to the Contractor. Any stakes lost during construction will be replaced at Contractor's expense, including stakes needed for the Engineer to evaluate Contractor's work.
- Quality Control of the work is the Contractor's responsibility.** Contractor shall ensure that all structural fill and trench backfill is compacted in conformance with project specifications.
- Quality Assurance Testing to verify that the Contractor's work shall follow the testing procedures outlined in the Mt. Crested Butte**

- Water and Sanitation District's specifications.** Contractor shall be responsible to notify and coordinate testing times with the Owner, the Owner's engineer and the District prior to testing, and to ensure that all necessary testing is accomplished as the work progresses. Any work that is covered up without required testing shall be uncovered and tested at no expense to the Owner.
- Density Testing Records:** Contractor shall submit records of density testing with each Pay Request, to verify compliance with compaction and testing requirements for the work for which payment is being requested.
- Environmental Considerations:** This site is near a developed residential area. Contractor shall manage the work so as to prevent wind blown dust from leaving the site, and shall manage access in such a manner as to prevent tracking of dirt or mud onto adjoining streets.
- Notifications:** Contractor shall notify the Town of Mt. Crested Butte (349-6632) at least 72 hours prior to commencing construction, initiating utility connections or work within public rights of way, or other construction activity that may require the Town's oversight or which may inconvenience local residents.
- Owner's Representative:** Contractor shall notify the designated Owner's Representative at least 48 hours in advance to arrange for quality assurance observation of the work. Any work undertaken without according the Owner's Representative the opportunity to observe the work while it is in progress shall be removed and reconstructed by the Contractor at no additional expense to the Owner.
- Payment for Extra Work:** A Change Order signed by the Owner is required to qualify any extra work for extra payment. Any extra work undertaken by the Contractor without having a Change Order signed by the Owner shall be deemed to have been undertaken for the Contractor's convenience, and shall not be eligible for extra compensation.
- Record Drawings:** Contractor shall record all variations from the design on "as-built" drawings showing the approval of variation, locations and dimensions of any element of the project that is not constructed as designed, and shall provide that information to the Engineer prior to release of final payment.
- Working Hours:** All work must follow the construction operation hours of 7:00am to 7:00 pm.
- Pipeline extensions into existing streets shall conform to Mt. Crested Butte regulations and specifications, including providing traffic control, signage, barricades, and necessary measures for pedestrian safety.** Utility trenches within existing paved streets shall be backfilled with flowfill.

- NOTES:**
- ALL NEW MANHOLES SHALL BE 4' DIAMETER AND SHALL CONFORM TO THE LATEST MCBWS DISTRICT'S STANDARDS AND SPECIFICATIONS FOR WATER SYSTEM CONSTRUCTION.
  - ALL NEW SEWER PIPE SHALL BE PVC SDR35 AND SHALL CONFORM TO THE LATEST MCBWS DISTRICT'S STANDARDS AND SPECIFICATIONS FOR WATER SYSTEM CONSTRUCTION.
  - ALL NEW WATER PIPE SHALL CONFORM TO THE LATEST MCBWS DISTRICT'S STANDARDS AND SPECIFICATIONS FOR WATER SYSTEM CONSTRUCTION.



HUNTER RIDGE SUBDIVISION GUNNISON COUNTY, COLORADO	
PRELIMINARY WATER AND SEWER PLAN	
Prepared By: NCW & Associates, Inc.	
P.O. Box 3688 (970) 349-6384	Crested Butte Colorado 81224
PROJECT: 17111.00	DWG.: WS
DATE: 1/3/21	SHEET U1 OF U3

INDEX  
COVER  
SEWER LINE PROFILES  
SEWER LINE ACCESS ROAD

U1  
U2  
U3



ORIGINAL SHEET SIZE = 24"X36"

6.9.15

Jan. 8, 2018

Hunter Ridge, LLC, as pertaining to the Included Parcel shall, upon demand, convey to the District all water and sewer facilities constructed upon the Included Parcel and adequate and necessary easements and rights of way for the purpose of construction, maintenance and repair for the water facilities and sewer facilities.

*Jamie Watt*

\_\_\_\_\_  
Jamie Watt, Managing Partner  
Hunter Ridge, LLC

*1/8/18*

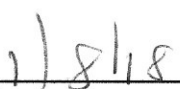
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Date

6.4.16

Jan.8, 2018

Hunter Ridge, LLC, as pertaining to the Included Parcel, agrees to pay all costs, fees and expenses incurred by the District in reviewing the Petition for Inclusion, the adequacy of the water rights, the ability of the District to adequately serve the Included Parcel and the District's legal and administrative costs pertaining to the inclusion proceedings.

  
\_\_\_\_\_  
Jamie Watt, Managing Partner  
Hunter Ridge, LLC

  
\_\_\_\_\_  
Date



## **SECTION 6. INCLUSION OF TERRITORY.**

6.1 **Statutory Authority.** The procedure for the inclusion of property shall be governed by Section 32-1-401, et seq., Colorado Revised Statutes, as now adopted and as may be hereafter amended.

6.2 **Policy.** This policy is in addition to the statutory authority and sets forth the mandatory procedure for inclusion of any new property within the District.

6.3 **Position of District.** It is the position of the District to allow the inclusion of property into the District subject to the following requirements:

6.3.1 The District finds that it can adequately serve the property to be included.

6.3.2 The petitioner complies with this policy and the applicable policies, rules and regulations of the District.

6.3.3 The petitioner shall pay all costs, fees and expenses to extend and install water service and sewer service to and within the property to be included.

6.3.4 The Petitioner has complied with all requirements of the Town of Mt. Crested Butte, Colorado and has been or will be concurrently annexed to the Town of Mt. Crested Butte, Colorado. Provided, however, if the property is not contiguous to or is not capable of being annexed to the Town of Mt. Crested Butte, Colorado, the District may waive the requirements of this Section 6.3.4.

6.3.5 The Petitioner owns and can convey to the District water rights adequate to provide for all water demands of the property which the Petitioner proposes to include within the District, subject to the provisions of paragraphs 6.6 , 6.7, and 6.8 hereof.

6.3.6 The District has both the physical plant capacity and effluent discharge rights to serve the property proposed for inclusion, in accordance with the provisions of paragraphs 6.9 and 6.10 hereof.

6.4 **PETITION FOR INCLUSION.** The owners of property to be included within the boundaries of the District (the "Included Parcel") shall submit ten (10) copies of a Petition for Inclusion in writing requesting that such Included Parcel be included in the District. The Petition for Inclusion shall set forth the following information:

6.4.1 The full name, address and telephone number of the petitioner.

6.4.2 The full names, addresses and telephone numbers of the owners of 100% of the Included Parcel.

6.4.3 The written and acknowledged consent of the owners of 100% of the Included Parcel shall be attached to the Petition for Inclusion.

6.4.4 The full name, address and telephone number of the holder of any lien, mortgage, deed of trust or other encumbrance against the Included Parcel.

6.4.5 Legible copies of all documents or instruments verifying the current ownership of the Included Parcel.

6.4.6 A current Policy of Title Insurance, Commitment for Title Insurance or an opinion of an attorney at law licensed to practice in the State of Colorado confirming the ownership of the Included Parcel.

6.4.7 A full and complete list of all water and water rights, ditch and ditch rights, spring and spring rights, well and well rights and reservoir and reservoir rights appurtenant to the Included Parcel which shall include the name of the ditch or structure, the ditch or structure number, the amount of water adjudicated to the ditch or structure, including priority or court case number, the amount of water owned by the petitioner and the date or dates of adjudication of all water to the ditch or structure.

6.4.8 A current Policy of Title Insurance, Commitment for Title Insurance or an opinion of an attorney at law licensed to practice in the State of Colorado verifying and confirming the ownership of said water rights and that all of said water rights have been appurtenant to the Included Parcel for the last five years.

6.4.9 A comprehensive description of all water and sewer facilities of any type or description currently situate upon the Included Parcel or being used to provide domestic water service and/or sewer service to the Included Parcel.

6.4.10 A contour map of the Included Parcel with contour intervals of not less than 5 feet with a scale of not less than 1 inch equals 200 feet, or such other scale as may be approved for submittal by the Manager of the District, and drawn on 11 inch by 17 inch sheets.

6.4.11 A full and legible copy of any annexation, subdivision or zoning proposals submitted to the Town of Mt. Crested Butte, Colorado pertaining to the Included Parcel.

6.4.12 A sketch plan setting forth the proposed subdivision and/or uses of the Included Parcel, location of proposed water and sewer mains and including a listing of the number and type of projected water taps and sewer taps that will be required to serve the Included Parcel. One disk of spatial data in digital format as per District specifications will also be required.

6.4.13 Such additional information, documents and exhibits as may be reasonably required by the District.

6.4.14 A cashier's check or other good funds for payment of the application fee.

6.4.15 A statement that the owners of the Included Parcel shall, upon demand, convey to the District all water and sewer facilities constructed upon the Included Parcel and adequate and necessary easements and rights of way for the purpose of construction, maintenance and repair for the water facilities and sewer facilities.

6.4.16 A statement by the petitioners that they agree to pay all costs, fees and expenses incurred by the District in reviewing the Petition for Inclusion, the adequacy of the water rights, the ability of the District to adequately serve the Included Parcel and the District's legal and administrative costs pertaining to the inclusion proceedings.

Mt. Crested Butte Water & Sanitation District  
Petition for Inclusion Cost Reimbursement Agreement

This Cost Reimbursement Agreement (this "Agreement") is entered into as of this 19<sup>th</sup> day of MAY, 2020, by and between Mt. Crested Butte Water & Sanitation District (the "District"), on the one hand, and Hunter Ridge, LLC, a Colorado limited liability company (the "Petitioner"), on the other hand. Each of the foregoing parties is sometimes referred to as a "Party" and collectively as the "Parties."

**Recitals**

- A. Petitioner has submitted a Petition for Inclusion to the District;
- B. Pursuant to section 6.12.2 of the District's Rules and Regulations, Petitioner has agreed to pay all costs, fees, and expenses incurred by the District in reviewing the Petition for Inclusion and pertaining to the inclusion proceedings;
- C. Pursuant to section 6.12.2 of the District's Rules and Regulations, Petitioner is required to deposit funds with the District for the payment of costs, fees, and expenses for engineering, hydrology, legal, and administrative expenses incurred by the District in the inclusion proceedings;
- D. Within ten (10) days of the date of this Agreement, the District shall provide to Petitioner a budget or cost estimate for the inclusion proceedings for Petitioner's review and approval, and shall provide updates if these estimated numbers change for Petitioner's review and approval. However, Petitioner understands and acknowledges that the estimate to be provided pursuant to this Recital D is not a guarantee of the maximum amount Petitioner may be obligated to reimburse the District pursuant to the terms and conditions of this Agreement. Accordingly, notwithstanding such estimate, Petitioner shall be responsible for reimbursing the District for all costs the District incurs with respect to the inclusion process.
- E. This Agreement provides for the deposit of funds by the Petitioner in a manner that allows the District to diligently pursue inclusion proceedings without interruption due to lack of funds;

**Agreement**

NOW THEREFORE, in consideration of the foregoing recitals, the mutual promises, covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Initial Deposit. Concurrent with the submission of a fully executed petition for inclusion, the Petitioner shall remit to the Manager an Initial Deposit in the amount of \$10,000.00, to pay for all costs associated with the processing of the inclusion. The Initial Deposit shall be nonrefundable under all circumstances. All costs, specifically including, but not limited to, engineering, hydrology, legal, and administrative costs and fees shall be applied to the Initial Deposit.

2. Incremental Refundable Deposits. When the amount of the Initial Deposit falls below \$2,000.00, the Manager shall notify the Petitioner in writing and request that an Incremental Refundable Deposit in the amount of \$5,000.00 be remitted to the District. All work on the inclusion shall continue until the Initial Deposit is exhausted. In the event an Incremental Refundable Deposit is not received by the Manager by the time the Initial Deposit is exhausted, the District's consultants, including legal, hydrological, administrative, and engineering, shall cease all work until an Incremental Refundable Deposit is remitted to the Manager, at which time work shall resume. When the amount of any Incremental Refundable Deposit falls below \$2,000.00, the Manager shall proceed in the same manner as set forth above for obtaining additional Incremental Refundable Deposits.

3. Unused Funds. Upon completion of the inclusion process any unused portions of the Incremental Refundable Deposit shall be refunded to the Petitioner.

4. Miscellaneous.

(a) This Agreement shall be binding upon and shall inure to the benefit of the Parties and the Parties' respective heirs, agents, successors, and assigns;

(b) If any Party is required to take any action to enforce this Agreement, the prevailing Party shall be entitled to recover all reasonable attorneys' fees and costs from the non-prevailing Party or Parties;

(c) The paragraph headings used in this Agreement are for purposes of identification only and shall not be considered in construing this Agreement. Furthermore, this Agreement

JW

shall be deemed to have been prepared with the full and equal participation of each Party, and shall not be construed by any Party against any other Party;

(d) This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado, and the Parties agree that the state courts located in Gunnison, Colorado shall have exclusive jurisdiction over, and shall be the exclusive venue for, any action arising out of, or related to, this Agreement.

(e) This Agreement may be executed in multiple counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document. The parties will accept facsimile signatures or electronic signatures as original signatures.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

Mt. Crested Butte Water & Sanitation District

Applicant: Hunter Ridge, LLC

By:   
Mike Fabbre, District Manager

By:   
Jamie Watt, Managing Partner