

**Bonnie Waechtler**

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**From:** Lance Clarke  
**Sent:** Monday, October 26, 2009 12:02 PM  
**To:** Bonnie Waechtler  
**Subject:** FW: Graham TCBG Ltd Application

-----Original Message-----

**From:** Alice Davis [mailto:adavis@rof.net]  
**Sent:** Monday, October 26, 2009 11:57 AM  
**To:** Lance Clarke  
**Cc:** Lance Clarke  
**Subject:** Graham TCBG Ltd Application

Hi Lance:

I just realized that the Bradtke name was left off the property owner list for public notice purposes for the Graham/TCBG Ltd application that I submitted this past Friday (October 23, 2009). Could you make sure that this name and address are added to the property owners within 300 feet?

Thanks.

Thomas A. Bradtke Trust  
c/o Father Tom Bradtke  
142 County Road 156  
Glenwood Springs, CO. 81601

I hope you were able to get your hours in your log. They still haven't added the Closing Keynote into the calender/conference listings. Didn't you go to that as well? It will be my last 1.5 hours so I'm anxious for it to be added! It may be because of the same problem that you are having, that it is listed below (or beneath something else) where my curser will take me.

Happy Monday. Alice

11/11/09

000001 of 146

**Davis Horn Inc.**  
PLANNING & REAL ESTATE CONSULTING

October 23, 2009

Lance Clarke AICP  
Pitkin County Community Development Department  
130 South Galena Street  
Aspen, Colorado 81611

**Re: TCBG, Inc. Activity Envelope Review with Vesting for a Property on Old Pond Way,  
Shield O Terrace Lot 12 B (PID# 2645-224-00-009)**

Dear Lance:

Glenn Horn of Davis Horn Incorporated and Hal Dishler of Kaufman Peterson and Dishler PC represent TCBG, Inc in this request for land use approvals for the property on Old Pond Way in the Shield-O-Terrace Subdivision. (PID # 2645-224-00-009). The applicant is requesting Activity Envelope Review approval with vesting for a single family home on a 2.4 acre vacant parcel. Previous approvals for the property were granted under the name of McCurry and Tigerman. Please refer to the Vicinity Map in Attachment 1.

This land use application includes the following sections:

- Background;
- Existing Conditions;
- Project Description;
- Land Use Approvals; and
- Summary.

**BACKGROUND**

The subject site received 1041 approvals in 1991 pursuant to Resolution No. 92-91. The 1041 Site Plan is recorded at Plat Book 35 at Page 97. The vested property rights for this approval were extended in 2000 pursuant to Resolution No. 207-2000. These approval documents are found in Attachments 2, 3 and 4 to this application. The extension of vesting resolution primarily added the new and more complete conditions of approval regarding wildfire mitigation. The conditions of the original approval in 1991 were still in full force and effect after the extension, except as amended within the newer Resolution in 2000. The extension of vesting expired on October 25, 2003. The current request is for a new Activity Envelope Approval. Site Plan Review is not requested at this time.

## **EXISTING CONDITIONS**

The subject property is zoned RS-30 and contains approximately 2.4 acres. As is the case with many lots in the area, it is a non-conforming sized lot in the zone district. The property has an existing driveway which is accessed off Old Pond Way from Shield-O-Terrace Road and Snowmass Creek Road. Please refer to the September 4, 2009 letter from Dean Gordon of Schmueser Gordon Meyer (SGM) in Attachment 5 which provides a preliminary level engineering analysis for the property and addresses the existing utilities.

There is an existing well on the subject site drilled pursuant to a residential exempt well permit from the State Division of Water Resources. The well is located within Activity Envelope #2 which is designated for the driveway, landscaping and utility purposes. It is shown on the TCBG, Inc. Activity Envelope Plan in Attachment 6.

Please refer to sheet two of the TCBG, Inc. Activity Envelope Plan in Attachment 6 for a slope analysis of the site. Slopes are not an issue in the proposed Activity Envelope as it is the flattest, most "buildable" portion of the parcel.

Wildfire hazard was rated low by the Colorado State Forest Service, though the slopes, fuel types and loading on and around the Activity Envelope increase the hazard. Previously, in the original approvals for the site, the Forest Service and the Basalt Fire Chief recommendations regarding wildfire hazard were incorporated into the conditions of approval. The wildfire mitigation conditions from Resolution No. 92-91 were expanded in 2000 when extension of vested property rights was granted.

## **PROJECT DESCRIPTION**

The previous land use approvals on the subject property expired in 2003. The applicant is requesting new approvals to build a single-family home and accessory structures. The well and the driveway are existing. Attachment 6 gives the proposed Activity Envelope Plan, which designates the flattest, most appropriate portions of the site for development. Site Plan Review is not requested at this time.

The proposed Activity Envelope Site Plan identifies four Activity Envelopes with specified allowed uses for each. Activity Envelope 1 is the primary Activity Envelope where the home, accessory uses, landscaping and utilities are allowed. Activity Envelope #2 will contain the driveway, utilities and landscaping. Activity Envelope #3 is for landscaping and Activity Envelope #4 is for landscaping and the on site waste water disposal system. This system will be partially in the setback, which is allowed.

## **LAND USE APPROVALS**

The following sections address the land use approvals identified in the pre-application conference sheet which appears as Attachment 7. The applicant is seeking the following land use approvals.

- Sec. 2-30-20 (g): Activity Envelope Criteria for Approval;
- Sec. 7-10-50: Activity Envelope;
- Sec. 7-20-10: Site Preparation and Grading;
- Sec. 7-20-20: Steep and Potentially Unstable Slopes;
- Sec. 7-20-30: Water Courses and Drainage;
- Sec. 7-20-60: Wildfire Hazard;
- Sec. 7-20-70: Wildlife Habitat;
- Sec. 7-20-80: River and Stream Corridors and Wetlands; and
- Sec. 2-20-170: Vested Property Rights.

As required, the following sections of the application demonstrate compliance with the above Land Use Code standards.

**Activity Envelope Criteria for Approval  
Section 2-30-20(g)(3)**

**An application for designation of an Activity Envelope shall be approved if it complies with the standards and criteria established in Sec. 7-10-50. If the applicant chooses to apply for definition of an Activity Envelope separately from approval of a Site Plan , the Activity Envelope shall be designed to accommodate the largest home and related septic field possible on the site pursuant to Table 5-1 after the use of TDRs or a GMQS allocation to increase house size. The definition of an Activity Envelope based on a maximum house size and septic field shall not create any presumption that a Site Plan for a house at the same size can or will be approved pursuant to this Land Use Code. The applicant may specify that the Activity Envelope is being created for a house smaller than the maximum allowed under Table 5-1, and in that event the Activity Envelope will be designed to accommodate a house and septic field of that size. Where the property contains Constrained Area s, the Community Development Department staff shall follow those Priorities for Locating New Activity or Development listed in Sec. 7-10-60. Actual siting of the septic field shall require final approval pursuant to the Environmental Health and Natural Resources On-Site Wastewater Treatment System regulations.**

The proposed Activity Envelope Plan is depicted in Attachment 6. The Envelope has been designed to avoid slopes and minimize wildfire hazards, the two primary constraints on the site. Activity Envelope 4 will contain the proposed on-site waste water disposal system and the Envelopes proposed are large enough to accommodate the proposed dwelling unit and any accessory structures. A Site Plan Review is not being requested at this time.

**Activity Envelope  
Section 7-10-50**

This section of the Land Use Code explains the Site Plan and Activity Envelope review and approval process. Site Plan Review is not requested at this time. The applicant has followed the process outlined in this section of the Code to prepare the TCBG, Inc. Activity Envelope Plan found in Attachment 6. The key site planning consideration on the subject site is the topography but the steeper slopes have been avoided by putting the most level portion of the site in the designated Activity Envelopes. Wildfire mitigation has also been important.

**Site Preparation and Grading:  
Section 7-20-10**

**(a) Grading and Fill Placement**

**Grading and filling on a site shall take place only within a defined Activity Envelope . All grading and fill placement that exceeds fifty (50) cubic yards shall be indicated on the Site Plan.**

Two foot topographic contour intervals are shown on sheet two of the Activity Envelope Plan in Attachment 6. The Activity Envelope is the flattest portion of the site with some minor slopes. Please refer to the engineering analysis letter from Dean Gordon of SMG in Attachment 5 for information on grading and slopes. All grading and filling will take place within the proposed Activity Envelopes and will be detailed at the time of Site Plan Review and Building Permit Review.

**(b) Clearing, Grubbing, and Vegetation Removal**

**Clearing or grubbing of land, or removal of vegetation shall take place only within an approved Activity Envelope , except removal of noxious weeds may occur outside of an Activity Envelope. Each Site Plan shall document compliance with the requirements of this Sec. 7-20-10(b) and Sec. 7-20-130.**

When necessary, clearing, grubbing and vegetation removal shall be limited to the most minimal of area within the Activity Envelope.

**(c) Tree Removal and Mitigation**

**Each tree with six (6) inches or larger diameter at breast height (D.B.H.) that is removed within the Activity Envelope shall be replaced with one (1) or more trees with total D.B.H. at least equal to the caliper(s) of the tree(s) removed, to the maximum extent practicable. Any tree that (i) is diseased, or (ii) is required to be removed pursuant to the provisions of Sec. 7-20-60, as those requirements may be varied by a wildfire expert approved by the County, may be removed and no replacement shall be required. All revegetation shall also comply with the Pitkin County Revegetation Guidelines. Required replacement trees that do not survive for at least one (1) year after installation shall be replaced at the owner's expense, and the County may require financial security for such replacement pursuant to Sec. 7-20-130(b)(7).**

The applicant will comply with the tree removal and mitigation standards when applicable. The specific requirements will be determined at Site Plan Review.

**(d) Protection of Natural Terrain**

The County Engineer or Community Development Director shall suggest and may require design and construction techniques that lessen or mitigate any physical and visual damage caused by the proposed activity or development to Constrained Areas or to the natural terrain, stream vegetation, and other natural features of the landscape within the Activity Envelope. Techniques shall include, but are not limited to:

- (1) REVEGETATION**  
Revegetation and reforestation utilizing native or similar horticultural material, to be completed during the first planting season after construction; where vegetation is removed, it shall be replaced with vegetation that will reach similar density and height to that removed within two (2) years following conclusion of construction.
- (2) TOPSOIL**  
Removing and saving topsoil prior to any grading or excavating and replacement for revegetation.
- (3) WEED PREVENTION**  
Weed prevention, thistle management, and prohibition of non-native plants, which may include reducing animal damage to vegetation cover, as determined by the United States Soil Conservation Service Soil Survey.
- (4) UTILITY INSTALLATION**  
Locating and installing utilities in a manner minimizing damage to the natural environment and scenic quality.
- (5) EROSION, SEDIMENTATION AND STORMWATER MANAGEMENT**

  - (a) Land uses shall:**

    1. Not cause erosion problems and, if practicable, retain all soil on site;
    2. Minimize disturbance of natural vegetation and soil cover;
    3. Ensure that all cuts and fills are adequately designed and vegetated to control erosion as well as stability of the slope area;
    4. Ensure that natural drainage patterns are preserved and protected from increased water flows that subject existing channels and adjacent areas to increased erosion; and
    5. Preserve natural vegetation and soil cover within those buffer distances adjacent to rivers, streams, lakes, reservoirs and wetlands/riparian areas established in Sec. 7-20-80.

**Mitigation measures identified in an approved erosion, sedimentation, or stormwater management plan shall remain in place until revegetation is viable.**

The applicant will comply with these standards when applicable.

**Steep and Potentially Unstable Slopes  
Section 7-20-20**

This section of the Land Use Code requires development to be located on slopes of less than 30 percent unless there are unusual factors affecting site development. The site was carefully studied and the flattest, least impactful portion of the site was selected for Activity Envelopes. As shown in Attachment 6, the proposed Activity Envelope is largely below 30 percent in grade, though there are small, insignificant sections that are slightly greater, but these are considered minor anomalies. The primary Activity Envelope #1 where the house will be located is the same as the previously approved 1041 building envelope which also went through a thorough review and approval process. Please refer to the engineering report from Dean Gordon of SGM in Attachment 5. There are four Activity Envelopes designated on the Plan, the primary residence, landscaping and utilities are located in Activity Envelope #1, the driveway and landscaping are in Envelope #2, while Activity Envelope 3 includes only landscaping and Envelope #4 includes landscaping and the septic system. The landscaping and the septic system are allowed within the setback and Activity Envelope #4 where these two uses are located is within the setback. The applicant will comply with the applicable requirements of this section of the Code.

**Water Courses and Drainage  
Section 7-20-30**

This section demonstrates compliance with the Land Use Code standards for Water Courses and Drainage. Standards appear in bold followed by the applicant's responses.

**(a) Encroachment or Channeling**

**Encroachment or channeling activities in a river, stream (including intermittent streams), pond, wet meadow, or wetland are also subject to the requirements of Secs. 7-20-40 and 7-20-80 of this Land Use Code, as well as all other applicable state and federal statutes and regulations (including, but not limited to the U.S. Army Corps of Engineers permitting requirements of Section 404 of the Federal Clean Water Act).**

The applicant is not proposing to alter any rivers, streams, ponds wet meadows or wetlands on the site or in the site vicinity.

**(b) Drainage**

**(1) GENERAL**

**Activities and development shall provide for:**

**Maintenance of historical flow patterns and runoff amounts to reasonably preserve the natural character of an area and prevent property damage attributable to runoff rate and velocity increases, diversions, unplanned ponding and/or stormwater runoff;**

**The unimpeded flow of natural water courses and ditches;**

**Adequate drainage for all low points;**

**A drainage system designed to account for an entire drainage basin capable of accommodating runoff from a proposed development and, where applicable, the runoff from areas adjacent and upstream;**

**Maintenance of drainage systems; and**

**On-site treatment of stormwater by use of best management practices designed to detain and allow infiltration of runoff prior to discharge to any water body.**

**(2) Runoff Volumes**

**Runoff volumes and peaks within a development site and in areas affected by runoff from a development site shall not exceed the runoff levels attributable to the undeveloped site as determined by a professional engineer licensed in the State of Colorado.**

The applicant will submit a drainage plan for the property as part of the Site Plan Review and the Building Permit Submission process. The applicant commits to not alter drainage patterns in the site vicinity which would increase off-site drainage. Please refer to Dean Gordon's letter in Attachment 5 for more information on the drainage on the site.

**(c) Groundwater**

**Activities and development shall not result in the introduction of any contaminants to groundwater, or interfere with any recharge area or aquifer.**

The applicant will comply with this Land Use Code standard.

**(d) Irrigated Areas**

**Activities and development shall:**

**(1) Not adversely affect the adequacy of water supplies available for the irrigation of agricultural lands; and**

**(2) Not adversely affect the exercise of any existing and decreed irrigation water right.**

The property is not irrigated.

**(e) Irrigation Ditches**

**Activities and development shall:**

**(1) ACCESS**

**Provide for access to irrigation ditches by ditch owners and to the public if a ditch is to be, or is part of the Pitkin County Open Space and Trails System or other public property.**



**(2) PREVENTING LEAKAGE**

Ensure that no building shall be constructed immediately downhill of a ditch unless the ditch can be placed in a culvert, lined, or otherwise treated to avoid leakage of water downhill towards the building.

**(3) AVOID FLOODING**

Design land uses to avoid flooding problems from flood irrigation.

**(4) AVOID SEEPAGE**

Place basements and soil absorption on-site wastewater treatment systems in locations where they will not be impacted by flood irrigation or seepage from irrigation ditches.

There are no irrigation ditches on the property.

**(f) Sedimentation**

Activities and development shall:

**(1) CONTROL DURING CONSTRUCTION**

Provide adequate sedimentation control throughout all phases of development.

**(2) SEDIMENTATION**

Retain sediment produced by soil disturbances on site where the disturbance occurs and prohibit run-off into any water body, wetlands, or riparian area.

**(3) REVEGETATION**

Revegetate clearing and grading as soon as possible, but in no event longer than one growing season after conclusion of development on a site.

The applicant will comply with these standards.

**(g) Water Quality**

**(1)** All land uses shall comply with those setbacks required by Sec. 7-20-80 and those setbacks required by Table 5-1.

**(2)** Activities and development shall comply with all state and federal statutes and regulations concerning the protection and enhancement of water quality (including but not limited to the requirements of all state and federal permitting programs).

**(3)** Activities and development shall be consistent with maintenance of the Stream Classifications for the Roaring Fork River watershed, as identified in Section 208 of the Roaring Fork Watershed Management Plan, and shall comply with state regulations pertaining to maintenance of those classifications.

The applicant will comply with these standards.

**(h) Efficient Water Use**

Activities and development shall emphasize the most efficient use of water, including, to the extent permissible under law, the re-cycling and reuse of water.

The applicant will comply with Code standards.

**Wildfire Hazard Areas**  
**Section 7-20-60**

The subject site is located in a low wildfire hazard area as determined by the Colorado State Forest Service (See Attachment 9) though this hazard may be increased due to the specific characteristics of the site. The previous referral comments from the Basalt Fire Protection System and the Forest Service are found in Attachments 8 and 9 to this application. Their recommendations were included in the original conditions of approval. The wildfire mitigation conditions were expanded to be in compliance with the newer Code regulations at the approval of the extension of vested property rights in 2000. The applicant will comply with these and any other new, applicable wildlife mitigation requirements which are reasonable and necessary for minimizing the wildfire hazard on the site.

**Wildlife Habitat**  
**Section 7-20-70**

There are no significant wildlife hazards mapped for the subject site. There is some winter range in the general neighborhood. The applicant will adhere to any reasonable conditions related to wildlife habitat mitigation.

**River and Stream Corridors and Wetlands**  
**Section 7-20-80**

The property is well out of the 100 foot setback from Snowmass Creek. There are no wetlands in the area as the site is part way up to the top of Shield-O-Terraces, over 1/2 mile from the Creek. This section of the Code will be met.

**Vested Property Rights**  
**Section 2-20-170**

Vested property rights pursuant to this section of the Code are requested with this approval.

**SUMMARY**

The applicant has proposed an Activity Envelope Plan and has addressed the site constraints and the mitigation of those constraints within the proposed envelopes. Wildfire and slopes are the major site constraints. The proposed Activity Envelopes are the flattest portions of the site and are the most appropriate for development. Activity Envelope #1 where the home is to be located is the same as the previously approved 1041 building envelope. When applicable, this proposal will be consistent with prior land use approvals. The proposal will also be in compliance with any new requirements of the Code since the original approvals were obtained in 1992 and 2000. Vested Property Rights are also requested with this approval.

This land use application has addressed the Land Use Code standards identified by the Pitkin County Community Development Department in the Pre-Application Conference Summary Sheet

in Attachment 7. The proposal is in compliance with all applicable sections of the Code. We therefore request approval for the TCBG Inc. Activity Envelope Plan as shown in Attachment 6 to this application. The following lists the Attachments to this application.

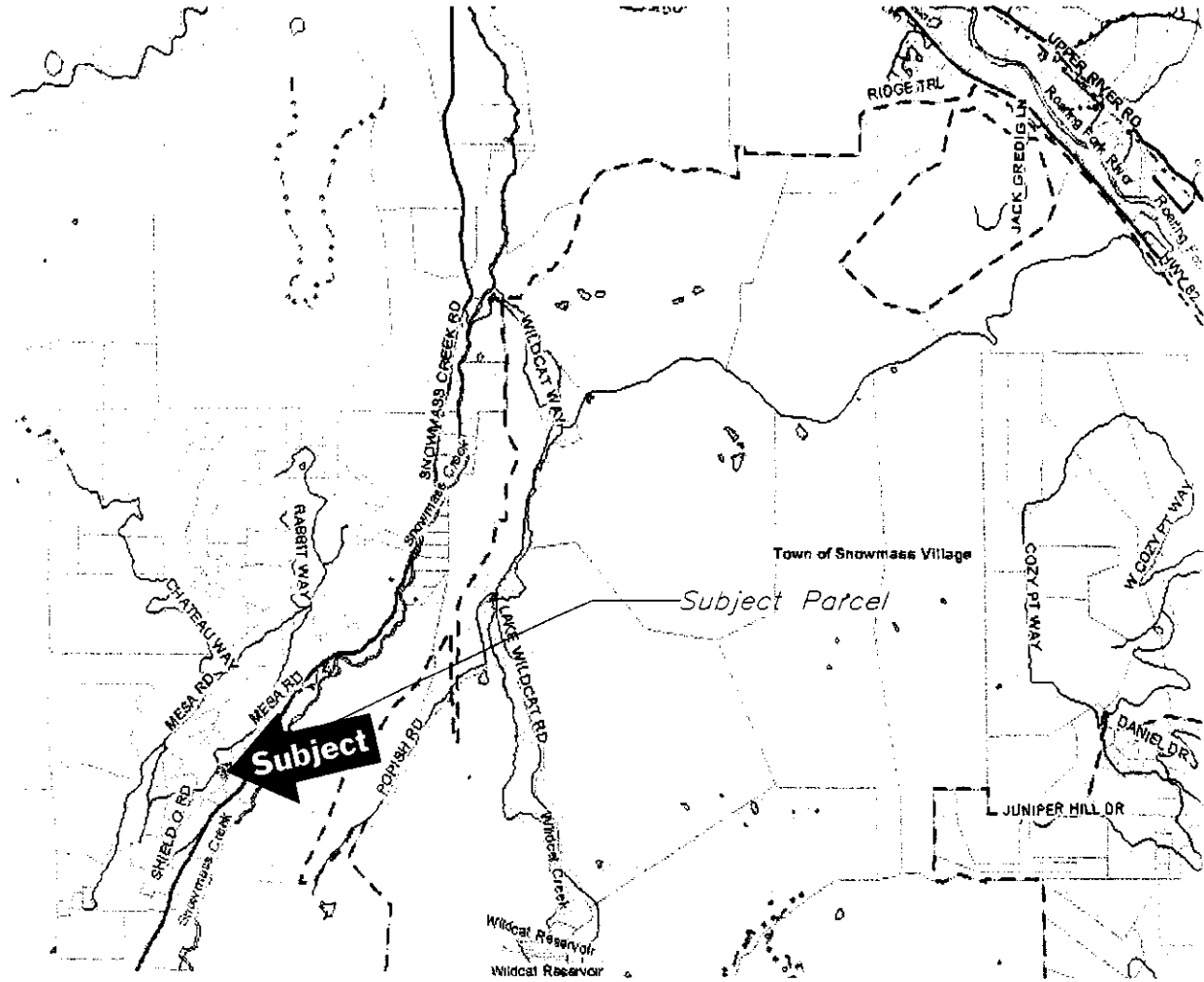
1. Vicinity Map
2. Board of County Commissioner's Resolution No. 92-91 Granting 1041 Hazard Review and General Submission Approval to the Shield-O-Terraces Lot 12B Application; (P&Z Resolution 92-10 recommending approval to the BOCC is also attached here.);
3. 1041 Site Plan approved and recorded for the subject property, Book 35, Page 97;
4. Resolution No. 207-2000 Granting Extension of Vested Property Rights;
5. Dean Gordon of SGM Preliminary Level Engineering Evaluation of the Subject Property;
6. Proposed TCBG, Inc. Activity Envelope Plan with a Slope Analysis on Sheet 2;
7. Pre-application Conference Summary;
8. Basalt Fire Protection District Referral Letter regarding wildfire hazards;
9. Forest Service referral letter regarding wildfire hazards;
10. Tax Assessor Information on Subject Property;
11. Fee Agreement;
12. List of Property Owners For Public Notice Purposes;
13. Letter Authorizing Submission of Land Use Application;
14. Title Commitment - Proof of Ownership; and
15. Letter Certifying Non-merger.

Please contact me if you need additional information or further clarification.

Sincerely,  
**DAVIS HORN INCORPORATED**



**GLENN HORN AICP**



*Vicinity Map*  
*Not to Scale*



Attachment #2

#346633 07/13/92 09:51 Rec \$.00 BK 683 PG 110  
Silvia Davis, Pitkin Cnty Clerk, Doc \$.00

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS  
OF PITKIN COUNTY, COLORADO GRANTING 1041 HAZARD REVIEW AND  
GENERAL SUBMISSION APPROVAL  
TO THE SHIELD-O-TERRACES LOT 12B APPLICATION  
Resolution No. 92-91

WHEREAS, Margaret McCurry and Stanley Tigerman, hereinafter "Applicants", have applied to the Board of County Commissioners of Pitkin County, Colorado, hereinafter "Board", for 1041 Hazard Review and General Submission approval for the construction of a single-family residence and access drive on a metes and bounds parcel, pursuant to Sections 5-400 and 6-3 of the Pitkin County Land Use Code; and

WHEREAS, the Applicant's parcel is zoned RS-30 and contains approximately 2.4 acres; and

WHEREAS, said parcel is known as Lot 12-B, Shield-O-Terraces Subdivision, located on Snowmass Creek Road, more specifically described in Exhibit "A"; and

WHEREAS, the site is encumbered by wildfire hazard and slopes exceeding 30% in grade; and

WHEREAS, the Planning and Zoning Commission heard the application at regularly scheduled meetings on February 18, 1992; and

WHEREAS, the Commission recommended approval of the 1041 Hazard Review and the General Submission; and

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Resolution No. 92-91  
Page 2

WHEREAS, the Board heard this application at their regularly scheduled meeting on March 31, 1992, at which time evidence and testimony was presented with respect to this application; and

WHEREAS, the Board finds that the Applicants have complied with 1041 Hazard Review and General Submission criteria, pursuant to Sections 5-400 and 6-3 of the Land Use Code.

NOW, THEREFORE, BE IT RESOLVED by the Board that it does hereby grant 1041 Hazard Review and General Submission approval to the Shield-O-Terraces Lot 12-B application subject to the following conditions:

1. Prior to building permit application, the applicant shall record a 24 x 36 inch mylar 1041 Review site plan which meets the approval of the Planning Office and County Attorney.
2. Development on slopes exceeding 15% in grade shall comply with the following criteria:
  - a. Cuts and fills, and grading and scraping shall be confined to the minimum area needed for construction.
  - b. Steepness of cut and fill slopes shall comply with County Road standard specifications in effect at the time of access permit issuance. As part of the access permit application, the applicant shall provide a performance bond to assure completion of revegetation. Prior to the meeting before the Board, Staff will provide a recommendation for the amount of the bond.
  - c. Use mulches or temporary cover on exposed soil areas and re-establish permanent vegetation and install erosion control measures within one year of construction.
  - d. Incorporate natural drainage patterns into the development plan.
  - e. Plans for roads, drainage, building foundation and grading shall be designed and certified by a Colorado registered, Professional Engineer.

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Resolution No. 92-91  
Page 3

4. Utilities shall be extended underground along the driveway alignment.
5. The applicant shall comply with County air quality and standards in effect at the time of building permit issuance.
6. At building permit application the applicant shall show compliance with the following wildfire mitigation measures:
  - a. The applicant shall comply with Colorado State Forest recommendations as follows:
    - 1) Standing dead aspen trees on-site shall be removed to reduce the amount of dry fuel near the home.
    - 2) The tall grasses and serviceberry bushes growing under the aspens shall be cleared or mowed within 10 feet of the home.
    - 3) Within 30 feet of the home, oak and serviceberry bushes shall be thinned so that patches of brush are no more than 10 feet across as measured along the tops. There shall also be at least 10 feet of open space between the foliage of adjacent patches.
    - 4) The brush on the slope below the building site shall be thinned within 100 feet of the home to break the horizontal continuity. The resulting mosaic of brush shall consist of patches about 16 to 20 feet across (measured along the tops) with an equal distance of open space between patches.
    - 5) The domestic water supply shall include a water storage tank of not less than 2,000 gallons with a fire department connection accessible by roadway and near the structure to be occupied.
  - b. Although not required, it is strongly recommended that a residential automatic sprinkler system be installed in all residences, and when practical non-residential buildings on the same property.
  - c. Roof materials of any structures shall be of a non-combustible material approved by Underwriters Laboratory.
7. Of the two structures identified on the site plan, one shall be deemed principal and one accessory at building plan review. Both shall be subject to respective height regulations.
8. Any retaining walls on-site, in excess of 6 feet, shall require a building permit.

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Page 4

- 9. Prior to commencement of construction of the driveway, the applicant shall obtain an access permit from the County Engineer. A drainage and erosion control plan shall be approved by the County Engineer prior to issuance of an access permit.
- 10. The applicant shall revegetate all areas disturbed by construction within one growing season of construction. A revegetation plan shall be submitted at building permit application. Said plan shall be reviewed and approved by the Public Resource Director.
- 11. Septic system and well design and location shall be approved by the Environmental Health Department prior to building permit application.
- 12. All material representations made in the application and in public meetings shall be adhered to.

APPROVED by the Board of County Commissioners at its regular meeting on March 31, 1992.

BOARD OF COUNTY COMMISSIONERS  
OF PITKIN COUNTY, COLORADO

By James R. True  
James R. True, Chairman

ATTY:ST:

Janette Jones  
Janette Jones  
Deputy County Clerk

APPROVED AS TO FORM:

Timothy E. Whitsitt  
Timothy E. Whitsitt,  
County Attorney

APPROVED AS TO CONTENT:

Suzanne Kouchan  
Suzanne Kouchan,  
County Planning Director

7-13-92



#346633 07/13/92 09:51 Rec \$.00 BK 483 PG 114  
Silvia Davis, Pitkin Cnty Clerk, Doc \$.00

Exhibit "A"  
Margaret McCurry and Stanley Tigerman 1041 Hazard Review  
Shield-O-Terraces Lot 12B

Legal Description:

All that portion of the N 1/2 SE 1/4 of Section 22, Township 9  
South, Range 86 West of the 6th P.M. described as follows:

Beginning at a point being 2366.03 feet N 36°41'00" E from the South  
1/4 corner of Section 22;  
thence S 82°18' W, 345.92 feet;  
thence S 25°07'00" W, 193.69 feet;  
thence S 53°30'00" E, 350.00 feet;  
thence N 18°28'00" E, 453.26 feet to the point of beginning.

7-13-92

**RESOLUTION OF THE PITKIN COUNTY PLANNING AND ZONING COMMISSION  
RECOMMENDING 1041 ENVIRONMENTAL HAZARD REVIEW AND GENERAL  
SUBMISSION APPROVAL TO THE SHIELD-O-TERRACES LOT 12B APPLICATION  
Resolution No. PZ-92-10**

**WHEREAS,** Margaret McCurry and Stanley Tigerman, hereinafter "Applicants," have applied to the Planning and Zoning Commission of Pitkin County, Colorado, hereinafter "Commission", for a recommendation of 1041 Hazard Review and General Submission approval pursuant to Sections 5-400 and 6-3 of the Pitkin County Land Use Code; and

**WHEREAS,** they propose to construct a single-family residence and access drive on a metes and bounds parcel which is encumbered by wildfire hazard and slopes exceeding 30% in grade; and

**WHEREAS,** the Applicant's parcel is zoned RS-30 and contains approximately 2.4 acres; and

**WHEREAS,** said parcel is known as Lot 12-B, Shield-O-Terraces Subdivision, located on Snowmass Creek Road, more specifically described in Exhibit "A"; and

**WHEREAS,** the Planning and Zoning Commission heard the application at regularly scheduled meetings on February 18, 1992, at which time they determined that the proposed development complies with relevant Land Use Code criteria.

**NOW, THEREFORE, BE IT RESOLVED** by the Commission that it hereby recommends approval of the 1041 Review and General Submission to the Board of County Commissioners subject to the

following conditions:

1. Prior to building permit application, the applicant shall record a 24 x 36 inch mylar 1041 Review site plan which meets the approval of the Planning Office and County Attorney.
2. Development on slopes exceeding 15% in grade shall comply with the following criteria:
  - a. Cuts and fills, and grading and scraping shall be confined to the minimum area needed for construction.
  - b. Steepness of cut and fill slopes shall be the maximum which will ensure stability and still allow revegetation (2:1 slopes). As part of the access permit application, the applicant shall provide a performance bond to assure completion of revegetation. Prior to the meeting before the Board, Staff will provide a recommendation for the amount of the bond.
  - c. The applicant shall use mulches or temporary cover on exposed soil areas and re-establish permanent vegetation and install erosion control measures within one year of construction.
  - d. Natural drainage patterns shall be incorporated into the development plan.
  - e. Plans for roads, drainage, building foundation and grading shall be designed and certified by a Colorado registered, professional engineer.
4. Utilities shall be extended underground along the driveway alignment.
5. The applicant shall comply with County air quality and standards in effect at the time of building permit issuance.
6. At building permit application the applicant shall show compliance with the following wildfire mitigation measures:
  - a. The applicant shall comply with Colorado State Forest recommendations as follows:
    - 1) Standing dead aspen trees on-site shall be removed to reduce the amount of dry fuel near the home.
    - 2) The tall grasses and serviceberry bushes growing under the aspens shall be cleared or mowed within 10 feet of the home.

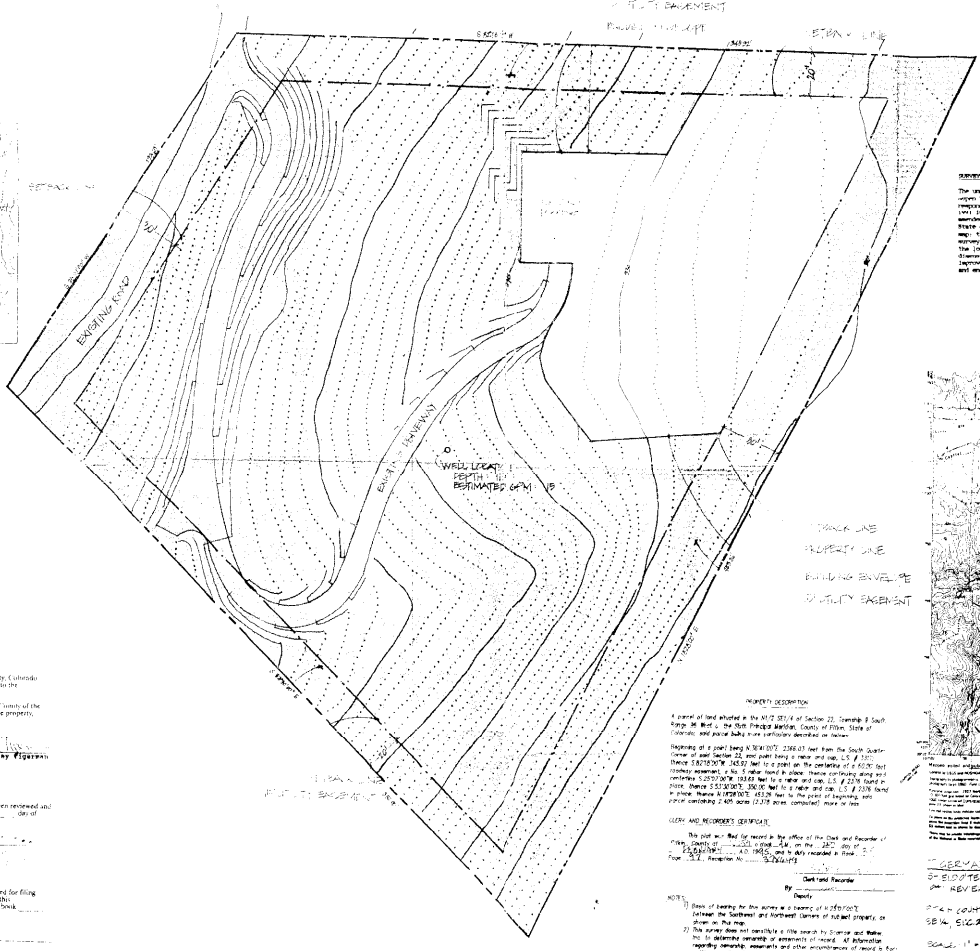
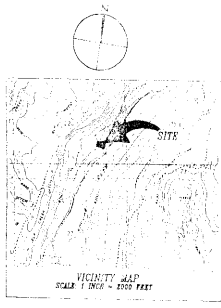
- 3) Within 30 feet of the home, oak and serviceberry bushes shall be thinned so that patches of brush are no more than 10 feet across as measured along the tops. There shall also be at least 10 feet of open space between the foliage of adjacent patches.
- 4) The brush on the slope below the building site shall be thinned within 100 feet of the home to break the horizontal continuity. The resulting mosaic of brush shall consist of patches about 16 to 20 feet across (measured along the tops) with an equal distance of open space between patches.
- 5) The domestic water supply shall include a water storage tank of not less than 2,000 gallons with a fire department connection accessible by roadway and near the structure to be occupied.
  - b. Although not required, it is strongly recommended that a residential automatic sprinkler system be installed in all residences and when practical, other buildings on the same property.
  - c. Roof materials of any structures shall be of a non-combustible material approved by Underwriters Laboratory.
7. Of the two structures identified on the site plan, one shall be deemed principal and one accessory at building plan review. Both shall be subject to respective height regulations.
8. Any retaining walls on-site, in excess of 6 feet, shall require a building permit.
9. Prior to commencement of construction of the driveway, the applicant shall obtain an access permit from the County Engineer. A drainage and erosion control plan shall be approved by the County Engineer prior to issuance of an access permit.
10. The applicant shall revegetate all areas disturbed by construction within one growing season of construction. A revegetation plan shall be submitted at building permit application. Said plan shall be reviewed and approved by the Public Resource Director.
11. Septic system and well design and location shall be approved by the Environmental Health Department prior to building permit application.
12. All material representations made in the application and in public meetings shall be adhered to.

**Exhibit "A"**  
**Margaret McCurry and Stanley Tigerman 1041 Hazard Review**  
**Shield-O-Terraces Lot 12B**

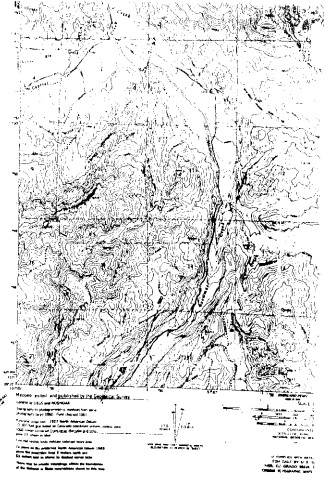
**Legal Description:**

All that portion of the N 1/2 SE 1/4 of Section 22, Township 9 South, Range 86 West of the 6th P.M. described as follows:

Beginning at a point being 2366.03 feet N 36°41'00" E from the South 1/4 corner of Section 22;  
thence S 82°18' W, 345.92 feet;  
thence S 25°07'00" W, 193.69 feet;  
thence S 53°30'00" E, 350.00 feet;  
thence N 18°28'00" E, 453.26 feet to the point of beginning.



**PROFESSIONAL CERTIFICATE**  
The undersigned does hereby certify that the foregoing drawings, specifications and reports were prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer in the State of Oklahoma, and that the work herein described was done in the course of my professional duty, that to the best of my knowledge and belief, this map or plan of the survey correctly and accurately shows the boundary lines, property lines and the location of all improvements, if any, and that the location and dimensions of all buildings, if shown, property lines, building improvements, easements, streets and right-of-way, in accordance with the said instruments to be on the plan and specifications.



Resolution of the Board of County Commissioners of Pitkin County, Colorado, granting 100% Based Review and Final Submittal Approval to the Special Use/Terrace Lot 12B Application, at resolution No. 22-15.

Applicant acknowledges that he/she has been informed by Pitkin County of the approval of this conditional use, which may impact the project, any improvements, and the use and occupancy thereof.

*Margaret A. McCarty*  
Margaret McCarty

Board of County Commissioners Approval and Dedication  
This site plan approved by the Pitkin County Board of Commissioners on \_\_\_\_\_ day of \_\_\_\_\_, 2022.

Accepted for Recording  
This site plan is approved for filing in the office of the Clerk and Recorder of Pitkin County, Colorado, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

20220922

**NOTICE OF RECORDATION**  
A parcel of land situated in the NW 1/4 of Section 22, Township 8 South, Range 66 West, of the 6th Principal Meridian, County of Pitkin, State of Colorado, and part of Subdivided Lots 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 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999, 1000.

**CLERK AND RECORDER'S CERTIFICATE**  
This plan was filed for record in the office of the Clerk and Recorder of Pitkin County, Colorado, on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, at \_\_\_\_\_ o'clock \_\_\_\_\_ M., and is hereby recorded in Book \_\_\_\_\_ Page \_\_\_\_\_ of the \_\_\_\_\_.

**NOTES**  
1) Lines of bearing are the same as in the original plan.  
2) This survey does not constitute a title search by source and value, but is intended merely as evidence of record of information regarding easements, encumbrances and other instruments of record in the department provided by the owner.

**GERMAN MESSER**  
24 S. 24th ST, GARAGE 20  
ONE REVISED PLAN  
Pitkin County Colorado  
SB# 21, S24E2R, T8S, R6W, OF THE 6TH PM  
SCALE: 1" = 20'-0"  
FEBRUARY 21, 2024

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY, COLORADO, GRANTING APPROVAL FOR REINSTATEMENT OF VESTED REAL PROPERTY RIGHTS FOR LOT 12-B OF SHIELD O TERRACE SUBDIVISION

Resolution No. 202-2000

RECITALS

1. Margaret McCurry and Stanley Tigerman ("Applicant") has applied to the Pitkin County Board of County Commissioners ("BOCC") to consider a reinstatement of vested real property rights pursuant to Section 4-140.30 of the Land Use Code.
2. The property is described as Lot 12-B of Shield O Terrace Subdivision and is more specifically described in Exhibit A.
3. The property is zoned RS-30 PUD and contain 2.4 acres.
4. The BOCC heard this application at a duly noticed public hearing on October 25, 2000, at which time evidence and testimony were presented with respect to this application.
5. The BOCC has determined that the proposed development meets the criteria established in Section 4-140-30 of the Land Use Code, and therefore found the reinstatement to be appropriate.

**NOW THEREFORE BE IT RESOLVED** by the Pitkin County Board of County Commissioners that it does hereby grant a reinstatement of vested property rights for the Shield O Terrace property, Lot 12-B, subject to the following conditions, which shall run with the land and be binding on all successors in interest:

1. The Applicant shall adhere to all material representations made in the application and in the public meetings.
2. The conditions specified in the Shield O Terrace Subdivision Lot 12-B 1041 Hazard Review approval pursuant to Resolution No. 92-91 and the 1041 Hazard Review Site Plan recorded in Plat Book 35 at Page 97 shall remain in full force and effect, except as amended herein.
3. Prior to submission of any earthmoving, access, or building permit applications, the applicant shall submit a revised 1041 Hazard Review Site Plan complying with the provisions of Section 5-70-040 of the Code. The site plan shall also be submitted in digital format for integration into the County's GIS system.



449204 11/25/2000 11:17A RESOLUTI DAVIS SILVI  
1 of 6 R 0.00 D 0.00 N 0.00 PITKIN COUNTY CO

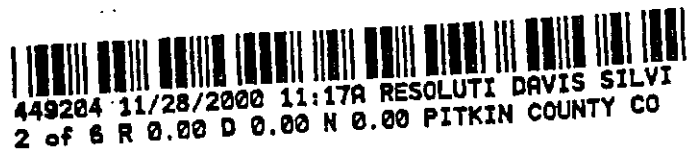
- 4 The Applicant shall comply with the following wildfire mitigation standards:  
Defensible Space:

Note: Actual vegetation manipulation to meet these conditions may not be necessary where the natural vegetation patterns have already fulfilled these conditions.

- A. All structures shall be located no closer than 75 feet from the 30 percent slopes located to the east of the proposed building envelope
- B. Brush, debris, and non-ornamental vegetation shall be removed within a distance a 15 foot perimeter of all structures.
- C. Grass and low growing perennials shall be mowed to 6 inches or less for at least 15 feet around all structures.
- D. Vegetation shall be reduced to break up the vertical and horizontal continuity of the fuels a minimum of a 100 foot perimeter around all structures on the property. Shrubs should be thinned to create clumps of brush and vegetation that are no larger than 2 times the height of the fuels. The cleared areas between these clumps should be no smaller than 3 times the height of the shrubs.
- E. Maximum diameter of the clumps shall not exceed 10 feet. All measurements shall be from the edges of the crowns of the fuels.
- F. All branches from trees and brush within the 100 foot perimeter shall be pruned to a height of 10 feet above the ground or up to half the total height (whichever is greater) to eliminate ladder fuels.
- G. Tree crown separation within a 30 foot perimeter shall have a minimum of 10 feet between the edges of the crowns. This does not apply to mature stands of Aspen trees where the above recommendation for removal of ladder fuels have been complied with.
- H. All branches which extend over the roof eaves shall be trimmed and all branches within 15 feet of the chimneys shall be removed.
- I. The density of fuels within a 100 foot perimeter around all structures shall be reduced where natural reduction has not already occurred.
- J. All deadfall within the 100 foot perimeter shall be removed.
- K. The Applicant shall be responsible for the continued maintenance of the defensible space vegetation requirements.

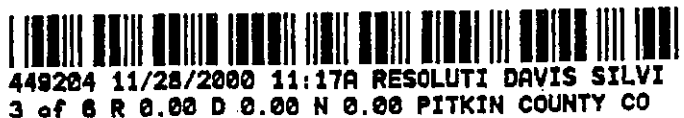
The Applicant shall comply with the following additional wildfire mitigation standards:

- A. Roofing: New roofs shall have a class A, non-combustible roof system. Wood shake/shingle roof coverings and flat roofs (up to a 3:12) pitch are prohibited.
- B. Vents shall be screened with corrosive resistant wire mesh with mesh one-fourth-inch (1/4") maximum.
- C. Roofs and gutters shall be kept clear of debris.
- D. Yards shall be kept clear of all litter, slash, and flammable debris.
- E. All flammable materials shall be stored on a parallel contour a minimum of 15 feet away from any structure.

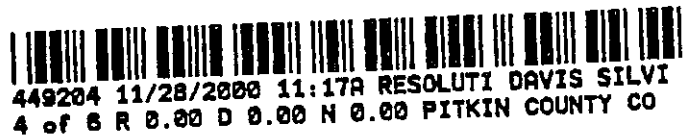




- F. Weeds and grasses within the 15 foot perimeter shall be maintained to a height not more than 6 inches.
  - G. Firewood/wood piles shall be stacked on a parallel contour a minimum of 15 feet away from any structure.
  - H. Swimming pools shall accessible to Fire Department vehicles.
  - I. Fences shall be kept clear of brush and debris.
  - J. Wood fences shall not connect to any structure.
  - K. Any outbuildings or additional structures shall adhere to the same standards as structures.
  - L. Fuel tanks shall be installed underground with an approved container.
  - M. Propane tanks shall be installed according to NFPA 48 standards and on a contour away from the structure with standard defensible space vegetation mitigation around any aboveground tank. Any wood enclosure around the tank shall be constructed with materials approved for 2 hour fire resistive construction on the exterior side of the walls.
  - N. Each structure shall have a minimum of one pound approved ABC fire extinguisher placed in a visible and accessible location.
  - O. Addresses shall be clearly marked with 2 inch non-combustible letters and shall be clearly visible at the primary point of access from the public or common access road and installed on a non-combustible post.
  - P. New utility lines shall be buried.
5. Native vegetation must be maintained outside of the building envelope as long as it complies with the wildfire mitigation criteria stated above.
6. Condition No. 5 of Resolution No. 92-91 shall be amended to read, "The Applicant shall comply with County air quality standards."
7. Condition No. 8 of Resolution No. 92-91 shall be amended to read, "No structure greater than 30 inches shall be constructed within the property setbacks unless approved by the Board of Adjustments".
8. Condition No. 11 of Resolution No. 92-91 shall be amended to read. "All development, including the septic system, shall be contained within the approved building envelope".
9. The Applicant shall provide documentation of legal access to the property prior to building permit submission. If an access permit has not been obtained for the existing driveway, the Applicant shall be required to submit a complete access permit application within 6 months of this approval.
10. Outside illumination shall comply with County lighting standards in effect at the time of building permit issuance.
11. Floor area shall be limited to 5,750 square feet exempt from growth management. Floor area shall be calculated based on the definition in effect at the time of building permit submittal



12. Pursuant to Ordinance No. 022-2000, the Applicant is subject to the Fair Share Requirements and shall pay a road impact fee as calculated at the same time as building permit issuance.
13. Statutory vested rights for the approval contained herein are granted pursuant to the Pitkin County Land Use Code and Colorado Statutes, subject to the exceptions set forth in the Pitkin County Land Use Code § 4-140 and C.R.S., § 24-68-105. The statutory vested rights granted herein shall expire on October 25, 2003.





Attachment #5

September 4, 2009

Alice Davis AICP  
Glenn Horn AICP  
Davis Horn Incorporated  
215 South Monarch Street, Suite 104  
Aspen, CO 81611

**RE: Lot 12 B, Shield O Terraces, Pitkin County  
Graham Activity Envelope Application**

Dear Alice & Glenn:

The purpose of this letter report is to present a preliminary level engineering analysis for the above referenced property in conformance with the Pitkin County Land Use Code and in support of an Activity Envelope Application. From an engineering perspective, this lot is characterized as a rural lot requiring individual driveway access, individual well and onsite wastewater treatment system (OWTS) and extension of electric and telephone utilities.

### PROJECT HISTORY

The property was granted an initial 1041 Hazard Review Approval pursuant to:

- Resolution 92-91
- 1041 Hazard Review Site Plan, recorded in Plat Book 35 at Page 97.

A subsequent land use action was completed pursuant to Resolution 207-2000, reinstating the vested property rights for the property.

Between 1991 and 2000, the following improvements were made to the property:

- An access driveway in general compliance to the 1041 Hazard Review Approval was constructed to the location of the designated building envelope. The driveway terminated in a platform within the building envelope.
- A well was drilled adjacent to the driveway. The well is shown on the Site Plan.

### SECTION 7-10-50: SITE PLAN AND ACTIVITY ENVELOPE

The attached Activity Envelope Plan and activity envelope provides for activity envelopes for the following:

- Access driveway
- Water well
- Building envelope (existing as recorded in Book 37, Page 97)



- OWTS (included in this building envelope)

The limits of disturbance for the existing driveway have been field surveyed. The activity envelope for the driveway access is shown approximately 5' wider than the disturbance line on both sides of the driveway. The additional disturbance area is being proposed to allow for the softening of the top of the cut slope and the bottom of the fill slope and to allow for the placement of additional top-soil and landscaping features during the final site design process.

The OWTS Activity Envelope #4, allows for the anticipated location of the septic tank and a standard leach field with room available for a replacement leach field in the future in the primary Activity Envelope #1.

#### **SECTION 7-20-10: SITE PREPARATION AND GRADING**

Grading and fill placement will take place within the respective activity envelopes. See the prior section for discussion of the activity envelope associated with the driveway access.

The prior approvals allow for up to a 5,750 sq.ft. floor area. Note as part of the 1041 Approval in 1991, a designated building envelope was approved. This envelope has been retained as Activity Envelope #1.

Clearing, grubbing and vegetation removal as well as revegetation will take place within the designated activity envelopes.

It is anticipated that, as a result of the final placement of the residential structure and OWTS, that trees will be removed that will require mitigation and replacement. Such trees have not been identified as part of the Activity Envelope Plan and will be designated at the time of design.

#### **SECTION 7-20-20: STEEP AND POTENTIALLY UNSTABLE SLOPES**

The Activity Envelope Plan shows a slope analysis. This plan has been prepared based on a current topographic survey..

Note the following with respect to the slope analysis:

- Slopes in excess of 45%, except in the southeast portion of the property, occur as a result of the grading consistent with prior site plans.
- The existing driveway does cross portions of 30% and greater slopes.
- Isolated minor portions of the building envelope occur within the slopes that are greater than 30%
- The OWTS activity area is not located within any slopes greater than 30%

#### **SECTION 7-20-30 WATER COURSE AND DRAINAGE**

There are no perennial or annual water courses on the property.



With respect to onsite drainage, offsite drainage is effectively cut-off from this site by the existing common roadway along the westerly property line. The existing access driveway intercepts very localized drainage. Any affected localized drainage is re-released onto the site and generally follows existing over lot historic drainage patterns.

### **SECTION 7- 20-80 RIVER AND STREAM CORRIDORS AND WETLANDS**

None of these elements exist on the property.

### **UTILITIES**

Anticipated utilities to service this property are as follows:

- Electrical services are available from an existing electrical vault located at the intersection of the access driveway and the common roadway. Discussions with Holy Cross Energy indicate there is sufficient capacity in this transformer for this property.
- Telephone utility is located in pedestals located adjacent to the electrical utility vault. Discussions with Qwest indicate there is sufficient telephone capacity to provide service to this property.
- Note that electrical and telephone utility service lines will be extended down the driveway access activity envelope to the building envelope. No separate utility corridor activity envelopes will be required.
- Domestic water will be supplied by an existing drilled well on the property. Attached hereto is a report from Samuelson Pump Company, dated July 7, 2000, which summarized the results of a well test on the property. Note that the production is 15 GPM, sufficient for a single-family residence.
- Wastewater utility will be provided by an OWTS. Observation of exposed soils on the property and adjacent properties, indicate that the anticipated soils will be light to brown clays with cobbles. Based on our other experience with OWTS in the area, we anticipate that a standard septic tank/leach field system can be constructed to provide service to the proposed residence. The actual design will be based on profile holes and percolation tests done prior to Building Permit submittal..

I remain available to provide further information as necessary.

Respectfully Submitted,

Dean W. Gordon, P.E.  
**SCHMUESER GORDON MEYER, INC.**

TCBG Ltd., Activity Envelope Plan  
Parcel 12B Shield 0' Terraces  
Pitkin County, CO  
Parcel # 264522400009

The purpose of this Activity Envelope Plan is to update the previously approved 1041 Building Envelope. The amendment does not affect lot size or any assessments as shown on the Lot 12B Shield-0-Terraces as recorded under Book 35 of Page 97.

- Notes:
- Parcel Description: Lot 12B Shield-0-Terraces as recorded under Book 35 of Page 97 being described as follows:  
A Parcel situated in the N1/2SE1/4 of Section 22, Township 9 South, Range 86 West of the Sixth Principal Meridian, County of Pitkin, State of Colorado; said parcel being more particularly described as follows:  
Beginning at a point being N36°41'00"E a distance of 2366.03 feet from the S1/4 Corner of said Section 22; thence S52°16'00"W a distance of 145.52 feet; thence S22°07'00"W a distance of 193.60; thence S53°30'00"E a distance of 250.00 feet; thence N18°00'00"E a distance of 423.26 feet to the point of beginning.
  - Bearings are based on N25°07'00"E between the Southwest and Northwest Corners of subject property, as shown hereon.
  - Record map used to compile this survey was Shield 0' Terraces, Parcel 12B 1041 Review Site Plan recorded February 2, 1995 in Book 35 of Page 97 as Recession No. 308649. The Building Envelope shown hereon is scaled from said record map, hence the drawing is not dimensioned.
  - Slope analysis is based upon 2' contour information created from field survey August 11, 2008.

**Owner's Waiver and Consent**  
The Owner hereby acknowledges that he/she has been informed by Pitkin County of the existence of 1041 Hazard Areas that might affect the property, any improvements and the use and occupancy thereof. The provisions of these regulations do not in any way assure or imply that the areas outside of designated hazard areas will be free from hazards, or that approved mitigation measures will guarantee the safety of any property.

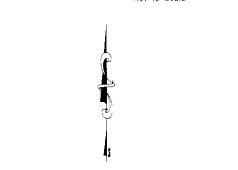
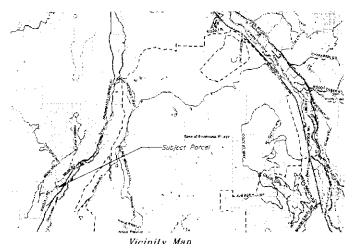
By: \_\_\_\_\_ Date \_\_\_\_\_  
Owner

**Community Development Director Administrative Approval**  
This Activity Envelopes and Site Plan Review has been reviewed and approved by the Pitkin County Community Development Director this \_\_\_\_\_ day of \_\_\_\_\_, 2009, by \_\_\_\_\_, recorded as \_\_\_\_\_ in the records of the Clerk and Recorder of Pitkin County, Colorado. This approval by the Pitkin County Board of County Commissioners does not extend to utilities, waste disposal systems or any service facilities.

Cindy Hauben, Chairperson  
Pitkin County Community Development Director

**Acceptance for Recording**  
This Activity Envelope Plan has been accepted for filing in the Office of the Clerk and Recorder of Pitkin County, Colorado on this \_\_\_\_\_ day of \_\_\_\_\_, 2009 in Plot Book \_\_\_\_\_ of Page \_\_\_\_\_ as Reception No. \_\_\_\_\_

Clerk and Recorder

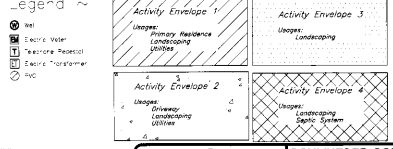


LINE TABLE

LINE	LENGTH	BEARING
L1	44.75	S81°08'00"E
L2	31.48	N61°23'30"W
L3	23.00	N67°29'30"W
L4	18.38	S54°42'00"E
L5	19.56	S44°54'00"E
L6	14.78	N40°10'45"E
L7	15.52	S71°31'00"E
L8	20.00	S24°00'00"E
L9	8.00	S78°48'00"E
L10	15.00	S07°42'00"W
L11	25.00	S71°30'00"E
L12	12.50	S60°30'00"E

CURVE TABLE

SURVE	RADIUS	LENGTH	ANGLES	CHORD	BEARING	DELTA
C1	277.77	28.22	16.16	25.11	S69°27'14"E	29.26
C2	38.87	30.00	15.00	22.26	S52°14'45"E	44.20
C3	288.00	100.83	52.37	101.11	S37°16'38"W	29.82
C4	60.00	176.31	86.41	98.94	N67°00'00"E	112.24
C5	142.00	89.51	24.89	87.89	S12°54'46"W	27.64
C6	60.00	93.07	32.31	61.81	N68°51'47"E	81.21



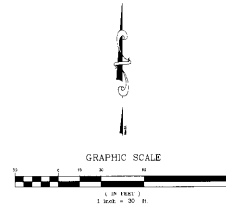
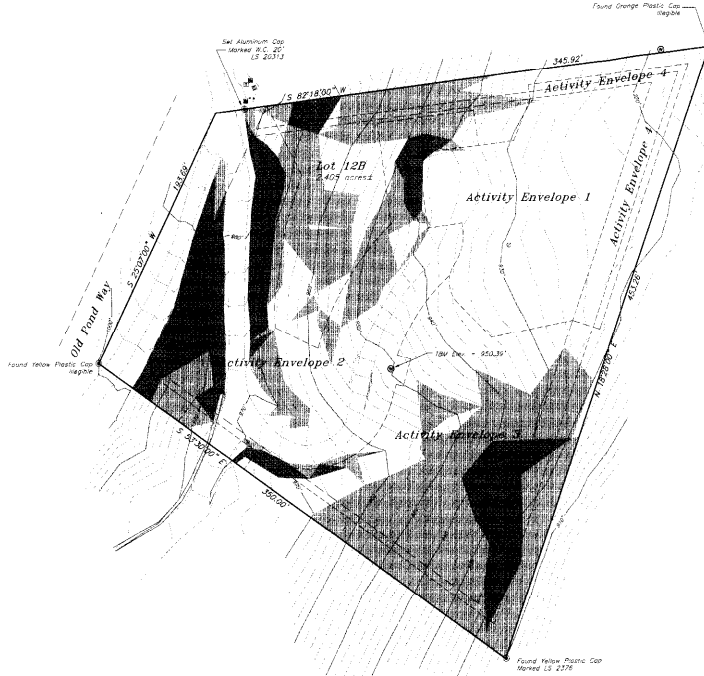
**SCHMUESER GORDON MEYER**  
114 W. 6th STREET, SUITE 200  
BLAUMONT SPRINGS, COLORADO 81601  
ASPER, COLORADO (970) 925-0727  
DENVER, COLORADO (970) 346-9355

Parcel 12B Shield 0' Terraces  
Pitkin County, CO

NO.	REVISION	DATE	BY

Activity Envelope Plan	Job No. 2009-389.001
	Drawn By: TAC
	Date: 09/01/09
	Checked: [Signature]
	Scale: AS SHOWN
	Sheet 1 of 2

TCBG, Ltd., Activity Envelope Plan/Slope Analysis  
 Parcel 12B Shield 0' Terraces  
 Pitkin County, CO  
 Parcel # 264522400009



Color	Layer	Range Beg.	Range End	Percent	Area
—	SRF-RNG1	0.00	29.99	58.5	60439.46
■	SRF-RNG2	30.00	44.99	29.4	30346.64
■	SRF-RNG3	45.00	100.00	12.1	12553.83

Notes:  
 1. According to Colorado Code, this plan is a preliminary plan and does not constitute a final plan. It is subject to change without notice.  
 2. This plan is not to be used for any other purpose than that for which it was prepared.  
 3. The engineer is not responsible for any errors or omissions in this plan.

**SCHMUESER GORDON MEYER**  
 118 W. 6th STREET, Suite 200  
 DENVER, COLORADO 80202  
 (303) 948-1004 FAX (303) 948-9948  
 ASPEN, COLORADO (303) 925-6727  
 CRESCENT BUTTE, CO (303) 349-5355

Parcel 12B Shield 0' Terraces  
 Pitkin County, CO

DATE	REVISION	DATE	BY

**Activity Envelope Plan**

Job No.	2009-369.001	2
Drawn By	DKC	
Date	09/01/09	
Approved		0F 2
Exp.		

000931

**PITKIN COUNTY PRE-APPLICATION CONFERENCE SUMMARY**

---

**PROJECT:** Graham Activity Envelope

**LOCATION:** Lot 12 B Shield-O-Terrace

**PID#** 2645-224-00-009

**OWNER:** James Graham ~~TCBG~~

**REPRESENTATIVE:** Hal Dishler **Phone:** 925-8166 /hsd@kpdllaw.com

**DATE:** August 11, 2009

**PLANNER:** Lance Clarke 920-5452

---

**Type of Application:** Activity Envelope with Vesting

**Description of Project/Development:** The Applicant is requesting approval of an Activity Envelope for a single family home on a 2.4 acre parcel. Previous approvals for the property were granted under name of McCurry and Tigerman. (Resos. # 92-91 and 207-2000).

**Land Use Code Sections to be addressed in letter of request (application):**

Sec. 2-30-20(g): Activity Envelope Criteria for Approval;

Sec. 7-10-50: Activity Envelope;

Sec. 7-20-10: Site Preparation and Grading;

Sec. 7-20-20: Steep and Potentially Unstable Slopes;

Sec. 7-20-30: Water Courses and Drainage;

Sec. 7-20-60: Wildfire Hazard;

Sec. 7-20-70: Wildlife Habitat;

Sec. 7-20-80: River and Stream Corridors and Wetlands;

**Staff will refer the application to the following agencies:** CDOW, Basalt Fire, Snowmass/Capitol Caucus, Shield-O-Terrace Homeowners Assoc.

**Review by:** Administrative

**Public Hearing:** Yes, public notice is required. The Applicant shall post a public notice sign on the property at least 15 days prior to the date specified for the Public Hearing pursuant to Sec. 2-20-100(a)(3) of the Land Use Code. In addition, the Applicant shall mail notice (by first class mail) to all property owners and mineral estate owners within 300' of the parcel with the return address of the Community Development Department (form of notice to be obtained from the Community Development Department) (Affidavit Required). The names and addresses shall be those on the current tax records of Pitkin County, as they appear no more than 60 days prior to the date of the public hearing.

**FEES:** \$2,574.00(make check payable to "Pitkin County Treasurer")

- Planning Office flat fee: **\$2,495** (non-refundable; based on 10 hours of staff time; if staff review time exceeds 12 hours, the Applicant will be charged for additional time above 10 hours at a rate of \$231/hour)
- **\$54** Publication Fee
- **\$25** Web Technology Fee

**To apply, submit 6 copies of the following information, unless noted otherwise:**

1. Summary letter explaining the request, explaining existing conditions, providing background on prior approvals and permits, and addressing compliance with the Code sections listed above.
2. Application requirements as designated in Section 2.1.1 of the Pitkin County Land Use Application Manual;

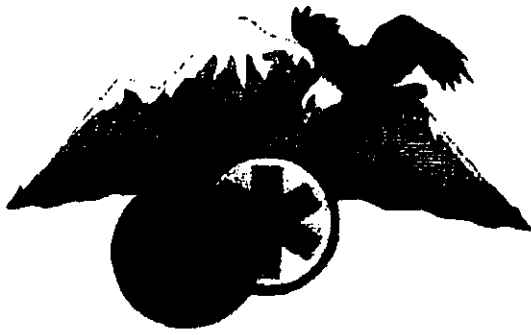


3. Proof of ownership of subject property;
4. Copies of previous Land Use approvals;
5. Parcel description, including legal description and vicinity map;
6. Total fee for review of the application;
7. Signed fee agreement (1 copy);
8. Consent from owner(s) to process application and authorizing the representative, if applicable (1 copy);
9. List of all adjacent property owners and mineral estate owners (1 copy);
10. Copy of this preapp form (1 copy)

**NOTES:**

- *PLEASE SUBMIT ONE UNBOUND AND ONE-SIDED COPY OF YOUR COMPLETE APPLICATION. PLEASE SUBMIT TWO-SIDED COPIES OF ALL REMAINING COPIES OF YOUR APPLICATION (IF POSSIBLE). THE PARCEL IDs SHOULD BE INCLUDED ON ALL DOCUMENTS INCLUDED IN YOUR APPLICATION.*
- *ALL MAPS SHALL BE FOLDED. **Note: At least one copy shall have all materials at 8 1/2" x 11" or less.***
- *This pre-application conference summary is advisory in nature and not binding on the County. The information provided in this summary is based on current zoning standards and staff's interpretations based upon representations of the applicant. Additional information may be required upon a complete review of the application.*

Attachment #8



**Basalt & Rural Fire Protection District**  
"Protecting Our Community Since 1970"

10-10-07

Suzanne Wolff, Senior Planner  
130 Galena  
Aspen, Colorado

Re: Tillman Activity Envelope, PID 2645-224-00-583; Case P115-07

Dear Suzanne,

It's my understanding that this parcel has received no previous land use approvals but is submitted toward a first time review for future activity. This parcel is located at the very bottom of Shield-O Terrace and is adjacent to Snowmass Creek road, which as a main thoroughfare presents easy access for fire department vehicles. The property is located within proximity of an existing community water tank of 10,000-gallon capacity for fire protection. I offer the following general comments toward this envelope:

- ❖ Any building in excess of 5000 square feet is required to have an approved automatic fire suppression system installed pursuant to the Pitkin County Land Use and Building Codes along with the adopted Fire Code of the fire district.
- ❖ Any driveway access will need to comply with the driveway requirements of the Pitkin County Asset Management Plan.

If I can be of further assistance please feel free to contact me at your convenience.

Sincerely,

Sent Via E-mail

Bill Harding, Fire Marshal

1089 JW Drive, Carbondale, Co 81623  
Phone:(970) 704-0675 • Fax: (970) 704-0625  
[www.basaltfire.org](http://www.basaltfire.org)

000034



October 6, 2000

Brian McNellis  
Aspen/Pitkin Community Development Department  
130 South Galena Street  
Aspen, CO 81611

State Services Building  
222 S. 6th Street, Room 416  
Grand Junction, Colorado 81501  
Telephone: (970) 248-7325

OCT 10 2000

Re: Shield-O-Terrace Lot 12-B 1041 Wildfire Hazard Review

AS-1  
COMMUNITY DEVELOPMENT

Brian,

I visited the site with Brooke Peterson the owner's representative on September 26<sup>th</sup>. Access to the property is via the Old Pond Way road in the Shield-O road system. There is a driveway already cut into the building envelope from Old Pond Way. I don't see any problems with the existing access other than a short portion of the driveway, which exceeds 12% grade. The aspect of the building envelope is east with a slope in the 5-10% range. The vegetation in the envelope is predominantly aspen. I would rate the wildfire hazard for the only the building envelope as low. Outside of the envelope the vegetation is tall Gambel oak/serviceberry, which would carry a severe hazard rating. It would be prudent to create a defensible space around any structure in the envelope with severe rated fuels in the vicinity.

My recommendations to establish a defensible space are as follows.

- 1) Position any future home at least 75 feet from the top edge of the ridgeline to avoid convective and radiant heat transfer from any wildfire burning on the slope below the structure.
- 2) For at least 15 feet around all structures establish and maintain vegetation at 6 inches or less. This can be accomplished with mowed grass, low growing perennials or the absence of vegetation (i.e., rock mulch, pavers, sidewalk). Avoid planting woody vegetation within this 15-foot perimeter. In addition, do not store flammable material (e.g., firewood) here.
- 3) For a 100 feet in every direction from the house thin and clump oak/serviceberry vegetation. The shrubs should be thinned to create clumps of oak/serviceberry that are no larger than 2 times the height of the existing plants. The cleared area between these clumps should be no smaller than 3 times the height of the shrubs. For example if the oak/serviceberry shrubs are 10 feet tall then the clumps allowed to remain should be no larger than 20 feet in diameter. The cleared area (i.e., devoid of woody vegetation) should be no smaller than 30 feet between clumps.
- 4) The shrubs in these clumps should have the lower branches removed up to half the total height of the plant to eliminate ladder fuels.
- 5) All deadfall within 100 feet of structures should be removed.

Thank you for the opportunity to review this application and feel free to call me with any questions.

Sincerely,

A handwritten signature in cursive script that reads "Vince Urbina".

Vince Urbina  
Assistant District Forester

Cc: Brooke Peterson 000035

# Pitkin County Assessor/Treasurer

## Parcel Detail Information

[Assessor/Treasurer Property Search](#) | [Assessor Subset Query](#) | [Assessor Sales Search](#)  
[Clerk & Recorder Reception Search](#)

[Basic Building Characteristics](#) | [Tax Information](#)

[Parcel Detail](#) | [Value Detail](#) | [Sales Detail](#) | [Residential/Commercial Improvement Detail](#)  
[Land Detail](#) | [Photographs](#)

Tax Area	Account Number	Parcel Number	2008 Mill Levy
014	R006540	264522400009	

### Owner Name and Address

TCBG
C/O JAMES P GRAHAM
5944 LUTHER LN #900
DALLAS, TX 75225

### Legal Description

Subdivision: SHIELD-O-TERRACES Lot: 12-B
--

### Location

<b>Physical Address:</b>	SHIELD O RD SNOWMASS
<b>Subdivision:</b>	SHIELD-O-TERRACES
<b>Land Acres:</b>	0
<b>Land Sq Ft:</b>	0

### 2009 Property Tax Valuation Information

	Actual Value	Assessed Value
<b>Land:</b>	950,000	275,500
<b>Improvements:</b>	0	0
<b>Total:</b>	950,000	275,500

000036

<b>Sale Date:</b>	8/6/2000
<b>Sale Price:</b>	300,000

### Basic Building Characteristics

<b>Number of Residential Buildings:</b>	0
<b>Number of Comm/Ind Buildings:</b>	0

**No Building Records Found**

### Tax Information

**No Tax Records Found**

[Top of Page](#)

[Assessor Database Search Options](#) | [Treasurer Database Search Options](#)

[Pitkin County Home Page](#)

The Pitkin County Assessor and Treasurer's Offices make every effort to collect and maintain accurate data. However, Good Turns Software and the Pitkin County Assessor and Treasurer's Offices are unable to warrant any of the information herein contained.

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Database & Web Design by [Good Turns Software](#).

PITKIN COUNTY COMMUNITY DEVELOPMENT DEPARTMENT  
AGREEMENT FOR PAYMENT OF LAND USE APPLICATION FEES

PITKIN COUNTY (hereinafter "COUNTY") and TCBG, Ltd.  
(hereinafter "APPLICANT") AGREE AS FOLLOWS:

1. APPLICANT has submitted to COUNTY an application for Activity Envelope  
Review (hereinafter, the "PROJECT").
2. APPLICANT understands and agrees that Pitkin County Ordinance No. 32-2002 establishes a fee structure for land use applications and the payment of all processing fees is a condition precedent to a determination of application completeness. The fee structure is based on the COUNTY'S policy that development shall pay, in full, the cost of development review in the COUNTY. Fees have been set to be consistent and fair to the public and to reflect the expense incurred in providing such services to the public.
3. APPLICANT and COUNTY agree that because of the size, nature or scope of the proposed PROJECT, it may not be possible at the time of application to ascertain the full extent of the costs involved in processing the application.
4. APPLICANT and COUNTY agree that fees charged for the processing of land use applications shall accumulate if an application includes more than one type of land use review.
5. COUNTY and APPLICANT further agree that it is impracticable for COUNTY staff to complete processing or present sufficient information to the Planning Commission and/or Board of County Commissioners to enable the Planning Commission and/or Board of County Commissioners to make legally required findings for project approval, unless current billings are paid in full prior to decision.
6. Therefore, APPLICANT agrees that in consideration of the COUNTY'S waiver of its right to collect full fees prior to a determination of application completeness, APPLICANT shall pay a base fee in the amount of \$ 2574 which is based on 2 hours of staff time, and if actual time spent by staff to process the application exceeds the average number of hours by more than 20%, then the COUNTY will bill the APPLICANT quarterly for the additional time spent. Such periodic payments shall be made within 30 days of the billing date. APPLICANT further agrees that failure to pay such accrued costs shall be grounds for suspension of processing.

PITKIN COUNTY

[Signature]  
("APPLICANT")

Cindy Houben  
Community Development Director

By: TCBG, Ltd.  
James Graham  
Print Name and Title (if applicable)

\* 2495 Planning  
54 Publication Fee  
25 Web Tech. Fee

Date: 10-15-09  
Mailing Address: 5744 Luther Lane  
Dallas, TX. 75225

\$ 2574.00

(214) 691-3676

## ATTACHMENT 12

### LIST OF PROPERTY OWNERS WITHIN 300 FEET FOR PUBLIC NOTICE PURPOSES (One Copy Only)

COTE RICHARD J  
PO BOX 8356  
ASPEN, CO 81612

FCDB 8020 REO LLC  
8742 LUCENT BLVD #300  
HIGHLANDS RANCH, CO 80129

GARDNER THOMAS R  
484 SHIELD O RD  
SNOWMASS VILLAGE, CO 81654

GOLDSMITH LYNN  
40 SUNSET DR UNIT 10A  
BASALT, CO 81621

HARTMAN HAROLD J & JOY F  
PO BOX 474  
SNOWMASS, CO 81654-0474

HOLMES STEWART LAHMAN  
HOLMES SANDRA JEAN  
0644 SHIELD O RD  
SNOWMASS, CO 81654

LAURICELLA SHERLING T  
7155 SNOWMASS CRK RD  
SNOWMASS, CO 81654

LEONAITIS LARRY L & CATHERINE B  
0727 SHIELD O RD  
SNOWMASS, CO 81654

MEYERS WILLIAM B  
TEITELBAUM JILL  
25 E SUPERIOR #2105  
CHICAGO, IL 60611

MICHELSON KEVIN  
707 SHIELD-O RD  
SNOWMASS, CO 81654

PAPENFUS KURT  
PO BOX 572  
SNOWMASS, CO 81654

PINGATORE RONALD R & DANA B  
0594 SHIELD O RD  
SNOWMASS, CO 81654

REGAN MARK & CAROLYN  
203 OLD POND WY  
SNOWMASS, CO 81654-9142

ROSS-TERRE HOLDINGS LLC  
594 SHIELD O RD  
SNOWMASS, CO 81654

SCHNEIDER SID  
241 W 36TH ST  
NEW YORK, NY 10018

TCBG  
C/O JAMES P GRAHAM  
5944 LUTHER LN #900  
DALLAS, TX 75225

*Bradtko*

*on  
Surrounding  
owners  
list*

*Thomas A. Bradtko Trust  
c/o P. J. - Bradtko  
142 Co. Rd. 150 - Glenwood 81601*

000939

TCBG, LTD., A TEXAS LIMITED PARTNERSHIP  
C/O JAMES P. GRAHAM  
5744 LUTHER LANE  
DALLAS, TX 75225  
214 691-3676

October 15, 2009

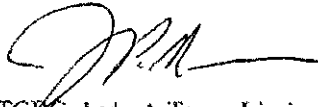
Lance Clarke  
Pitkin County Community Development Department  
130 South Galena Street  
Aspen, CO. 81611

Re: Authorization to Submit a Land Use Application

Dear Lance:

As the representative of TCBG, Ltd., the owner of Shield-O-Terraces Lot 12B (PID# 2645-224-00-009) on Old Pond Lane, I authorized Davis Horn Incorporated to submit a land use application for this property. I also authorize Davis Horn Inc. to represent TCBG, Ltd. in the land use review process. Should you have any questions or concerns, please call Glenn Horn or Alice Davis at 970 925-6587 or me at the above number. Thank you.

Sincerely,



TCBG, Ltd., A Texas Limited Partnership  
James P. Graham  
Authorized Representative





ALTA Commitment (6/17/06)

ALTA Commitment Form

COMMITMENT FOR TITLE INSURANCE

Issued by



Stewart Title Guaranty Company, a 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 Schedules 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 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 hereunto affixed by its duly authorized officers on the date shown in Schedule A.

Countersigned:

*Sandra S. Williams*  
Authorized Countersignature



*[Signature]*  
Senior Chairman of the Board

Stewart Title  
Aspen Division  
620 East Hopkins Avenue  
Aspen, Colorado 81611  
Phone: 970-925-3577  
Fax: 970-925-1384



*[Signature]*  
Chairman of the Board

*[Signature]*  
President

Order Number: 915832

ALTA Commitment (6/17/06)

000041

**COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A**

1. Effective Date: **August 7, 2009, at 7:30 A.M.**

Order Number: **915832**

2. Policy or Policies To Be Issued:

Amount of Insurance

(a) A.L.T.A. Owner's

(b) A.L.T.A. Loan

3. The estate or interest in the land described or referred to in this Commitment and covered herein is:

**Fee Simple**

4. Title to the referenced estate or interest in said land is at the effective date hereof vested in:

**TCBG, LTD., A TEXAS LIMITED PARTNERSHIP**

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

See Attached Legal Description

Purported Address:

Shield O Road

Snowmass, Colorado 81654

Statement of Charges:

These charges are due and payable before a Policy can be issued:

TITLE COMMITMENT FEE: \$500.00

000042

## SCHEDULE A

### LEGAL DESCRIPTION

A parcel of land situated in the N 1/2 SE 1/4 of Section 22, Township 9 South Range 86 West of the Sixth Principal Meridian described as follows:

Beginning at a point being North 36°41'00" East 2366.03 feet from the South Quarter Corner of Section 22;  
thence South 82°18' West 345.92 feet;  
thence South 25°07'00" West 193.69 feet;  
thence South 53°30'00" East 350.00 feet;  
thence North 18°28'00" East 453.26 feet to the Point of Beginning.

COUNTY OF PITKIN, STATE OF COLORADO.

000043

Order Number: 915832  
ALTA Commitment (6/17/06) – Schedule A  
Title Officer: Linda Williams  
Page 2 of 2

 **stewart**  
title guaranty company

## COMMITMENT FOR TITLE INSURANCE

### SCHEDULE B – Section 1 REQUIREMENTS

Order Number: 915832

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

1. Payment to or for the account of the grantor(s) or mortgagor(s) of the full consideration for the estate or interest to be insured.
2. Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record.
3. NONE AT THIS TIME

NOTE: This product is for informational purposes only. It is not a title insurance product and does not provide any form of coverage. This product is not a guarantee or assurance, and does not warrant, or otherwise insure, any condition, fact or circumstance. This product does not obligate this Company to issue any policies of title insurance for any subsequent transaction based on the information provided or involving the property described herein. This Company's sole liability for any error(s) relating to this product is limited to the amount that was paid for this product.

**COMMITMENT FOR TITLE INSURANCE**  
**SCHEDULE B – Section 2**  
**EXCEPTIONS**

Order Number: 915832

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. **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 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. **Unpatented mining claims, reservations or exceptions in patents, or in acts authorizing the issuance thereof.**
7. **Water rights, claims or title to water.**
8. Any and all unpaid taxes and assessments and unredeemed tax sales.
9. The effect of inclusions in any general or specific water conservancy, fire protection, soil conservation or other district or inclusion in any water service or street improvement area.
10. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patent recorded January 11, 1904 in Book 55 at Page 609.
11. One-half of all of the oil, gas and other hydrocarbon minerals contained in said land as set forth in instrument recorded October 2, 1951 in Book 176 at Page 603.
12. One-half of all oil, gas and other minerals as reserved by J. Burton Tuttle in Deed to Jan R. Christensen as set forth in instrument recorded June 1, 1967 in Book 227 at Page 226 as Reception No. 127531.

000045

13. Easements, rights of way for access and utility purposes as reserved in Deed from Jan R. Christensen recorded September 1, 1967 in Book 228 at Page 580 as Reception No. 128368.
14. All mineral rights as reserved in Deed from Jan R. Christensen recorded September 1, 1967 in Book 228 at Page 580 as Reception No. 128368.
15. Terms, conditions, obligations, provisions and easements of Protective Covenants as set forth in instrument recorded June 24, 1968 in Book 235 at Page 137 as Reception No. 131386; and
16. Resolution of the Board of County Commissioners of Pitkin County, Colorado Granting 1041 Hazard Review and General Submission Approval to the Shield-O-Terrace Lot 12B Application Resolution No. 92-91 as set forth in instrument recorded July 13, 1992 in Book 683 at Page 110 as Reception No. 346633.
17. Ordinance of the Board of County Commissioners of Pitkin County, Colorado Repeal Ordinance 96-19 in Part by Lifting the Moratorium on Issuance of Building Permits for Development of Real Property Accessed by the Mesa Road; and Authorizing Pitkin County to Join the Shield-O-Mesa Road Improvement and Maintenance Association as set forth in instrument recorded September 8, 1997 as Reception No. 408165; and An Ordinance of the Board of County Commissioners of Pitkin County, Colorado Establishing a Moratorium on Issuance of Building Permits for Development on Real Property Accessed by the Shield-O-Terrace and the Shield-O-Mesa Roads and Modifying Road Standards for Shiel-O-Terrace and Shield-O-Mesa Roads, Ordinance 96-19 recorded December 10, 1997 as Reception No. 411495.
18. Easements, rights of way and other matters as shown and contain on Plat of the subject property recorded January 8, 1992 in Plat Book S002 at Page 15 as Reception No. S000110; and recorded February 2, 1995 in Plat Book 35 at Page 97 as Reception No. 378649.
19. Road Easement granted to Margaret McCurry and Stanley Tigerman as set forth in instrument recorded November 25, 1991 in Book 662 at Page 860 as Reception No. 338858; and recorded January 3, 1995 in Book 770 at Page 985 as Reception No. 377749.
20. Amended and restated Declaration of Protective Covenants and Restrictions recorded May 27, 2003 as Reception No. 483213.
21. Shield-O Terraces homeowners' Association --AssociationRules Adopted September 27, 2006 Amended and restated on September 25, 2007 recorded October 4, 2007 as Reception No. 542672.
22. Agreement and Grant Of Access and Utility Easement recorded December 9, 2004 as Reception No. 504951 and rerecorded July 16, 2008 as Reception No. 551169.

001047

## STG Privacy Notice 1 (Rev 01/26/09) 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 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.

Reasons 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 nonfinancial companies. <i>Our affiliates may include companies with a Stewart name; financial companies, such as Stewart Title Company</i>	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>	Yes	No
<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 nonfinancial 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 and state 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.
<b>Contact Us</b>	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

Order Number: 915832

000048



## DISCLOSURES

Order Number: 915832

**Note:** Pursuant to C.R.S. 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 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 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 mechanics or materialmen 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 unfiled mechanic's and Materialmen'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.

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**Note:** Pursuant to C.R.S. 10-11-123, notice is hereby given:

- 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.

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

**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.**

## **Stewart Title DISCLOSURE**

The title company, Stewart Title - Aspen Division in its capacity as escrow agent, has been authorized to receive funds and disburse them when all funds received are either: (a) available for immediate withdrawal as a matter of right from the financial institution in which the funds are deposited, or (b) are available for immediate withdrawal as a consequence of an agreement of a financial institution in which the funds are to be deposited or a financial institution upon which the funds are to be drawn.

The title company is disclosing to you that the financial institution may provide the title company with computer accounting or auditing services, or other bank services, either directly or through a separate entity which may or may not be affiliated with the title company. This separate entity may charge the financial institution reasonable and proper compensation for these services and retain any profits there from.

The title company may also receive benefits from the financial institution in the form of advantageous interest rates on loans, sometimes referred to as preferred rate loan programs, relating to loans the title company has with the financial institution. The title company shall not be liable for any interest or other charges on the earnest money and shall be under no duty to invest or reinvest funds held by it at any time. In the event that the parties to this transaction have agreed to have interest on earnest money deposit transferred to a fund established for the purpose of providing affordable housing to Colorado residents, then the earnest money shall remain in an account designated for such purpose, and the interest money shall be delivered to the title company at closing.

## 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 acquired 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 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 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 <http://www.alta.org>.



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

ATTACHMENT # 15

**CERTIFICATE OF NON-MERGER** - Attached + Bounded  
Document

# Pitkin County Assessor/Treasurer

## Parcel Detail Information

[Assessor/Treasurer Property Search](#) | [Assessor Subset Query](#) | [Assessor Sales Search](#)  
[Clerk & Recorder Reception Search](#)

[Basic Building Characteristics](#) | [Tax Information](#)

[Parcel Detail](#) | [Value Detail](#) | [Sales Detail](#) | [Residential/Commercial Improvement Detail](#)  
[Land Detail](#) | [Photographs](#)

Tax Area	Account Number	Parcel Number	2008 Mill Levy
014	R006540	264522400009	

### Owner Name and Address

TCBG
C/O JAMES P GRAHAM
5944 LUTHER LN #900
DALLAS, TX 75225

### Legal Description

Subdivision: SHIELD-O-TERRACES Lot: 12-B
--

### Location

<b>Physical Address:</b>	SHIELD O RD SNOWMASS
<b>Subdivision:</b>	SHIELD-O-TERRACES
<b>Land Acres:</b>	0
<b>Land Sq Ft:</b>	0

### 2009 Property Tax Valuation Information

	Actual Value	Assessed Value
<b>Land:</b>	950,000	275,500
<b>Improvements:</b>	0	0
<b>Total:</b>	950,000	275,500

000053

<b>Sale Date:</b>	8/6/2000
<b>Sale Price:</b>	300,000

### Basic Building Characteristics

<b>Number of Residential Buildings:</b>	0
<b>Number of Comm/Ind Buildings:</b>	0

**No Building Records Found**

### Tax Information

**No Tax Records Found**

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[Assessor Database Search Options](#) | [Treasurer Database Search Options](#)

[Pitkin County Home Page](#)

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The Pitkin County Assessor and Treasurer's Offices make every effort to collect and maintain accurate data. However, Good Turns Software and the Pitkin County Assessor and Treasurer's Offices are unable to warrant any of the information herein contained.

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Database & Web Design by [Good Turns Software](#).

000054

**Davis Horn Inc.**  
PLANNING & REAL ESTATE CONSULTING

Lance Clarke AICP  
Pitkin County Community Development Department  
130 South Galena Street  
Aspen, CO. 81611

RE: Non Merger of the Shield-O-Terraces Lot 12B Property

Dear Lance:

We have reviewed the file for the above referenced subject property and have discovered that the assistant county attorney in 1991 (John Ely) found that there was no merger of the subject property with adjacent properties through May 1, 1991. This is documented in the memo to the Board of County Commissioners dated March 31, 1992 found in Attachment 1 to this letter. Page 2, Item 3 in the memo, under Referral Comments states:

**3) COUNTY ATTORNEY. The Assistant County Attorney indicates that there are no merger or legal access issues associated with the application.**

These findings were part of the McCurry/Tigerman land use application on the Shield-O-Terraces Lot 12-B subject property. The finding was based on chain of title information dated May 1, 1991 provided by the Aspen Title Corporation found in Attachment 2.

As the County Attorney verified that there was no merger since May 1, 1991, we have had Stewart Title provide the chains of title for the subject and adjacent properties from May 1, 1991 to the present. This information is found in Attachment 3 to this letter. This current information shows that the subject property and the four properties adjacent to the subject property have not been held in common ownership since May 1, 1991. The subject property is therefore in compliance with the non-merger requirements of the Pitkin County Land Use Code.

Sincerely,

DAVIS HORN INCORPORATED



GLENN HORN AICP

ALICE DAVIS AICP & GLENN HORN AICP

215 SOUTH MONARCH ST. • SUITE 104 • ASPEN, COLORADO 81611 • 970/925-6587 • FAX: 970/925-5180

adavis@rof.net

ghorn@rof.net

000055

MEMORANDUM

TO: Board of County Commissioners

THRU: Reid Haughey, County Manager  
Suzanne Konchan, County Planning Director *SK*

FROM: Ellen Sassano, Planning Office

RE: Shield-O-Terraces Lot 12-B 1041 Hazard Review/General Submission

DATE: March 31, 1992 .

=====

**SUMMARY:** The Planning Commission and Staff recommend approval of the 1041 Review and General Submission subject to conditions.

**REQUEST:** Pursuant to Sections 5-400 and 18-2.5, the applicant requests 1041 Hazard and General Submission review and approval for construction of a single family residence and a driveway on Lot 12-B, of the Shield-O-Terraces Subdivision. The site is encumbered by wildfire hazard and slopes exceeding 15% in grade. The site is also located in a mapped ridgeline overlay area. However, the building envelope is not visible from Snowmass Creek Road, and may therefore be reviewed administratively.

**APPLICANT:** Margaret McCurry and Stanley Tigerman

**APPLICANT'S REPRESENTATIVE:** Margaret McCurry and Stanley Tigerman

**LOCATION:** Lot 12-B Shield-O-Terraces Subdivision; Snowmass Creek Road; Section 22, Township 9 South, Range 86 West

**ZONING:** The site is zoned RS-30 and contains approximately 2.4 acres.

**ACCESS:** The site is accessed from Shield-O-Terrace Road off of Snowmass Creek Road.

**WATER/SEWER:** The applicant proposes a water well and septic system to serve the site.

**REFERRAL AGENCY COMMENTS:**

Referral agency comments are summarized below. Referral memos are attached for reference.

- 1) **ENVIRONMENTAL HEALTH:** The Environmental Health Department indicates that an on-site wastewater disposal system can be constructed within the building envelope area, though it may have to be an engineered system. Based on information submitted by the consulting geologist and engineer, the



Environmental Health Department anticipates a water well yield of less than 10 gallons per minute. (It is noted that water storage will be required on-site due to wildfire hazard). The applicant has obtained an exempt well permit from the State Division of Water Resources. Water quality is anticipated to meet State Standards, although Mr. Nelson notes that water may require softening at the discretion of the owner. Air quality impacts will be negligible.

- 2) COUNTY ENGINEER: Bud Eylar recommends that a drainage, erosion control and revegetation plan be submitted at building permit application. He notes that, if slope retention is necessary for the foundation of the residence, that a professional engineer will have to approve the foundation design. The grade of the drive for the first 20 feet shall not exceed +/- 2%. The maximum grade is 12%. An access permit shall be required prior to commencement of driveway construction. If steep slopes are cut to the point where retaining structures are required, the design shall be completed and certified by a Colorado registered Professional Engineer.
- 3) COUNTY ATTORNEY: The Assistant County Attorney indicates that there are no merger or legal access issues associated with the application.
- 4) BASALT AND RURAL FIRE DISTRICT: In his review of the proposed development, Ronald Thiering made the following recommendations for fire mitigation:
  - a. The placement of a water storage tank of not less than 2,000 gallons with a Fire Department connection accessible by roadway and near the structure to be occupied.
  - b. Although not required, it is strongly recommended that a residential automatic sprinkler system be installed in all residences and when practical, other buildings on the same property.
  - c. Roof materials of any structures shall be of a non-combustible material approved by Underwriters Laboratory.
- 5) COLORADO STATE FOREST SERVICE: John Grieve has reviewed the development request and makes several recommendations regarding wildfire mitigation which have been incorporated into the recommended conditions of approval.

- 6) ZONING DEPARTMENT: The Zoning Department makes note of the following:
- a. Of two structures identified on the site plan, one will be deemed principal and one accessory at building plan review. Both will be subject to respective height regulations.
  - b. Any retaining walls on-site, in excess of 6 feet, will require a building permit.

**PLANNING STAFF COMMENTS**

1041 REVIEW:

The site is encumbered by geologic and wildfire hazards. Hazards are reviewed in the following section:

Geologic

Excessive slopes are not an issue in the proposed building envelope, which has an average grade of 6 1/2 percent. The building site is located on the flattest, most "buildable" portion of the parcel.

The driveway, however, crosses slopes exceeding 30%. The grade of the driveway will be 2-12% and will require minimal excavation. The proposed driveway alignment reaches grades of 12%, but by steepening the drive, the applicant achieves access to the building site with the least amount of disruption to the hillside. If the drive was designed with more moderate grades, an additional switchback and more disruption to the slope would be required. Where retaining structures are required for the road, design shall be completed and certified by a Colorado registered professional engineer. Schmeuser Gordon Meyer indicates that driveway cuts made during construction will not be visible from any public or common private roadways and that the driveway will be constructed to current County Driveway standards. Staff recommends that the applicant provide a performance bond to assure completion of revegetation. The County Engineer recommends that an erosion control and revegetation plan be submitted prior to issuance of an access permit.

Staff recommends that the applicant fully comply with Section 5-401.2(h)(2) of the Code regarding development on slopes exceeding 15% in grade. (This criteria is stipulated in conditions of approval). Final driveway design will be subject to review and approval by the County Engineer prior to issuance of an access permit.

## Wildfire

The site is mapped as a "low wildfire hazard area" on CSU 1041 maps. However, due to slopes, fuel types and "loading" on and around the building envelope, the Forest Service, and Basalt Fire Chief concur that wildfire is a potential hazard on site which should be mitigated. Please see recommended mitigation measures in the referral comments of the Forest Service and the Basalt Fire Chief in the referral section on page 2 of this memo. These recommendations have been incorporated as conditions of approval.

## 1041 Summary

Geologic and wildfire hazards can be mitigated if recommended procedures are followed.

### GENERAL SUBMISSION:

There are no outstanding General Submission issues associated with this application.

The consulting engineer indicates that there will be no adverse drainage impacts on off-site or adjacent properties resulting from construction on this site. He recommends that construction of the residence provide for positive drainage away from the foundation and that site grading be done to direct drainage to the east side of the residence and driveway, where any concentrated flows will be dissipated in the natural grass and meadow areas on the property.

The applicant will be required to provide a revegetation and erosion control plan for review by the County Engineer at the time of access permit review.

Staff recommends that all utilities be extended underground along the driveway alignment.

### RECOMMENDATION:

The Planning Commission and Staff recommend General Submission and 1041 Hazard approval of the application to the Board, subject to the following conditions:

1. Prior to building permit application, the applicant shall record a 24 x 36 inch mylar 1041 Review site plan which meets the approval of the Planning Office and County Attorney.
2. Development on slopes exceeding 15% in grade shall comply with the following criteria:
  - a. Cuts and fills, and grading and scraping shall be confined to the minimum area needed for construction.

- b. Steepness of cut and fill slopes shall be the maximum which will insure stability and still allow revegetation (2:1 slopes). As part of the access permit application, the applicant shall provide a performance bond to assure completion of revegetation. Prior to the meeting before the Board, Staff will provide a recommendation for the amount of the bond.
  - c. Use mulches or temporary cover on exposed soil areas and re-establish permanent vegetation and install erosion control measures within one year of construction.
  - d. Incorporate natural drainage patterns into the development plan.
  - e. Plans for roads, drainage, building foundation and grading shall be designed and certified by a Colorado registered, Professional Engineer.
4. Utilities shall be extended underground along the driveway alignment.
  5. The applicant shall comply with County air quality and standards in effect at the time of building permit issuance.
  6. At building permit application the applicant shall show compliance with the following wildfire mitigation measures:
    - a. The applicant shall comply with Colorado State Forest recommendations as follows:
      - 1) Standing dead aspen trees on-site shall be removed to reduce the amount of dry fuel near the home.
      - 2) The tall grasses and serviceberry bushes growing under the aspens shall be cleared or mowed within 10 feet of the home.
      - 3) Within 30 feet of the home, oak and serviceberry bushes shall be thinned so that patches of brush are no more than 10 feet across as measured along the tops. There shall also be at least 10 feet of open space between the foliage of adjacent patches.
      - 4) The brush on the slope below the building site shall be thinned within 100 feet of the home to break the horizontal continuity. The resulting mosaic of brush shall consist of patches about 16 to 20 feet across (measured along the tops) with an equal distance of open space between patches.

- 5) The domestic water supply shall include a water storage tank of not less than 2,000 gallons with a fire department connection accessible by roadway and near the structure to be occupied.
  - b. Although not required, it is strongly recommended that a residential automatic sprinkler system be installed in all residences and when practical, other buildings on the same property.
  - c. Roof materials of any structures shall be of a non-combustible material approved by Underwriters Laboratory.
7. Of the two structures identified on the site plan, one shall be deemed principal and one accessory at building plan review. Both shall be subject to respective height regulations.
8. Any retaining walls on-site, in excess of 6 feet, shall require a building permit.
9. Prior to commencement of construction of the driveway, the applicant shall obtain an access permit from the County Engineer. A drainage and erosion control plan shall be approved by the County Engineer prior to issuance of an access permit.
10. The applicant shall revegetate all areas disturbed by construction within one growing season of construction. A revegetation plan shall be submitted at building permit application. Said plan shall be reviewed and approved by the Public Resource Director.
11. Septic system and well design and location shall be approved by the Environmental Health Department prior to building permit application.
12. All material representations made in the application and in public meetings shall be adhered to.

els/memo\_shieldolot12b\_1041

ASPEN TITLE CORPORATION

NORMAN E LARSON  
PRESIDENT

LYNN M DYCIO  
MANAGER

THE ASPEN PROFESSIONAL BUILDING SUITE 102  
800 EAST HOPKINS AVENUE  
ASPEN, COLORADO 81611

TELEPHONE  
ASPEN  
(303) 920-6050  
BASALT  
(303) 927-4741  
DENVER DIRECT  
(303) 595-8463

TELECOPIER  
(303) 920-6052

May 1, 1991

Board of County Commissioners  
Pitkin County Courthouse  
506 E. Main Street  
Aspen, Colorado 81611

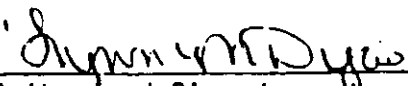
Order No. A 91026

Re: All that portion of the N 1/2 SE 1/4 of Section 22, Township 9 South, Range 86 West of the 6th P.M. more fully described in the Exhibit A attached hereto and made a part hereof.

Based upon a search of the records in the office of the Clerk and Recorder for Pitkin County, Colorado, Aspen Title Corporation hereby certifies that at no time since January 1, 1970 has title to any tract adjacent to the property described above been held in the same name or names as said described property, EXCEPT as follows: NONE

This certification is neither an abstract, opinion nor guaranty of title and is intended specifically and exclusively for the use of the Board of County Commissioners of Pitkin County in determination of "merger of title" or lack thereof as said "merger" relates to the applicable statutes, ordinances and restrictions of jurisdiction. It is understood and agreed that Aspen Title Corporation neither assumes, nor will be charged with any financial obligations or liability whatever on any certification contained herein.

ASPEN TITLE CORPORATION

  
Authorized Signature Lynn M. Dycio,  
Vice President

AFFILIATED OFFICES

EAGLE COUNTY:  
EAGLE COUNTY TITLE CORPORATION  
THE VAIL PROFESSIONAL BUILDING, SUITE 301  
953 SOUTH FRONTAGE ROAD WEST  
VAIL, COLORADO 81657

GRAND COUNTY:  
THE TITLE COMPANY, INC.  
FRASER VALLEY CENTER/FRASER  
POST OFFICE BOX 415  
WINTER PARK, COLORADO 80482

SUMMIT COUNTY:  
SUMMIT COUNTY ABSTRACT COMPANY  
108 NORTH RIDGE STREET  
POST OFFICE BOX 510  
BRECKENRIDGE, COLORADO 80424  
(303) 453-8120

EXHIBIT A

Covering the Land in the State of Colorado, County of Pitkin, Described as follows:

All that portion of the N 1/2 SE 1/4 of Section 22, Township 9 South, Range 86 West of the 6th P.M. described as follows:

Beginning at a point being 2366.03 feet N 36°41'00" E from the South 1/4 corner of Section 22;  
thence S 82°18' W, 345.92 feet;  
thence S 25°07'00" W, 193.69 feet;  
thence S 53°30'00" E, 350.00 feet;  
thence N 18°28'00" E, 453.26 feet to the point of beginning.

CHAIN OF TITLE

BRADTKE, Thomas A. (4)

12/28/79	Warranty Deed	381/375	Jan R. Christensen to B.C.K., Ltd, a Utah Corp.
12/28/79	Warranty Deed	381/377	Jan R. Christensen to B.C.K., Ltd., a Utah Corp
10/6/81	Warranty Deed	415/514	Jan R. Christensen to B.C.K., Ltd., a Utah Corp
12/2/81	Warranty Deed	418/90	Jan R. Christensen to B.C.K., Ltd., a Utah Corp
10/26/82	Public Trustee	434/589	Christensen to Capital Assets Finance Corp.
11/26/82	Warranty Deed	436/295	Capital Assets Corp. to Thomas A. Bradtke

KOPP, Mary (1)

6/1/67	Warranty Deed	227/226	Tuttle, J. Burton to Jan R. Christensen
9/1/67	Warranty Deed	228/580	Jan R. Christensen to Maurice H. Pack
10/25/68	Warranty Deed	236/983	Maurice H. Pack to Philip H. and James W. Fox
11/14/72	Warranty Deed	268/764	Philip H. and James W. Fox to Mary and Franz Ko
8/9/88	Quit Claim Deed	570/536	Franz Kopp from Mary Kopp

HARTMAN, Harold (2)

8/25/66	Warranty Deed	222/282	Jan Christensen to Maurice H. Pack
9/8/66	Warranty Deed	222/475	Maurice H. Pack to Sealadder
6/30/71	Correction Deed	256/285	Jan Christensen to Sealadder
7/19/71	Warranty Deed	256/596	Sealadder, Jon and Phyllis to Terry Nofsinger
5/3/78	Warranty Deed	347/276	Terry Nofsinger to Harold and Debra Hartman
10/13/78	Warranty Deed	356/448	Terry Nofsinger to Harold and Debra Hartman
3/3/88	Quit Claim Deed	558/356	Hartman, Debra K. to Harold Hartman

PATTON, Edward R. and Irene S. (3)

6/24/68	Warranty Deed	235/159	Maurice Pack to Wayne Bennet and James Ritchie
5/22/74	Warranty Deed	287/379	Bennet and Ritchie to Born (1/3 interest)
2/2/78	Warranty Deed	343/06	Bennet, Ritchie & Born to Samuel Moses
10/21/88	Warranty Deed	576/446	Samuel Moses to Walter McBride
9/21/90	Warranty Deed	630/7	Walter McBride to B. Joseph Krabacher
9/21/90	Warranty Deed	630/10	B. Joseph Krabacher to Edward and Irene Patton

CHRISTENSEN, Jan R. (5)

6/1/67	Warranty Deed	227/226	J. Burton Tuttle to Jan R. Christensen
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**ATTACHMENT 3**

**TITLE CHAIN FOR THE SUBJECT PROPERTY  
(TCBG, LTD)**

**AND THE FOUR ADJACENT PROPERTIES  
(MEYER, BRADTKE, SHANE/EVERT; HARTMAN)**

**SHOWING NON-MERGER FROM MAY 1, 1991  
THROUGH OCTOBER 2, 2009**

**Subject Property**  
**Shield-O-Terraces**  
**Lot 12B**  
**TCBG Ltd**  
+  
**Adjacent**  
**Properties**

MESA RD

Parcel Number=264522100561

Parcel Number=264522400024

**Bradtke**

Parcel Number=264522400559

**Hartman**

Parcel Number=264522400008

OLD POND WY

SNOWMASS CREEK

**Shane + Evert**

Parcel Number=264522100561

**TCBG Ltd.**

Parcel Number=264522400009

**Meyer**

Parcel Number=264522400010

Parcel Number=264522400011

SHIELD O RD

TITLE CHAIN FOR SUBJECT – TCBG, LTD – MAY 1, 1991 TO PRESENT:  
Lot 12-B, Shield-O-Terraces, Account # R006540 Parcel # 264522400009

August 9, 1988 Book 570 Page 536 Reception No. 302786

QCD: Mary Kopp, grantor  
Franz X. Kopp, grantee

May 31, 1991 Book 647 Page 342 Reception No. 333129

WD: Franz X. Kopp, grantor  
Margaret McCurry and Stanley Tigerman, grantees

April 8, 1997 Reception No. 403213

QCD: Margaret McCurry and Stanley Tigerman, grantors  
Margaret McCurry, not individually, but as trustee under the provisions of the  
Margaret McCurry Trust Agreement dated December 20, 1996 and Stanley Tigerman,  
not individually, but as trustee under the provisions of the Stanley Tigerman Trust  
Agreement dated December 20, 1996, grantees

August 10, 2000 Reception No. 445988

WD: Margaret McCurry as Trustee of the Margaret McCurry Trust Agreement dated  
December 20, 1996 and Stanley Tigerman as Trustee of the Stanley Tigerman Trust  
Agreement dated December 20, 1996, grantors  
TCBG, Ltd., a Texas limited partnership, grantor

Recorded at 11:39 o'clock A.M. 8-9-88

BOOK 570 PAGE 536

Application No 302786  
PITKIN COUNTY RECORDER QUIT CLAIM DEED

MARY KOPP, for and in consideration of division of marital property and Decree of Dissolution of Marriage, Garfield County District Court, Case No. 87DR82, hereby quit claims to FRANZ X. KOPP, whose address is Box 6110 SNOWMASS VILL. CO 81615

all right, title and interest he has in and to the following real property in the County of Pitkin, State of Colorado, to wit:

Lot 12-B, Shield-O-Terraces, more particular described as follows: Beginning at a point being 2366.03 ft. N 36°41' E from the South 1/4 corner of Section 22, Twp. 9 S, R 86 W, 6th P.M., thence S 82° W 345.92 ft., reserving a 15 ft. utility easement on the southerly side of the above described course, thence S 25°07' W 193.69 ft., reserving a 30 ft. right of way and utility easement on the southeasterly side of the above described course, thence S 53°30' E 350.00 ft., thence N 18°28' E 453.26 ft. to the point of beginning, containing 2.405 acres more or less, together with and subject to a 30 foot road easement crossing Lot 12-B in the Shield-O-Terrace Lots situated in the N1/2SE1/4 of Sec. 22, Twp. 9 S, R 86 W of the 6th P.M., being 15 feet on each side of the following centerline: Beginning at a point in the center of a 60 foot roadway whence the S1/4 corner of said Sec. 22 bears S 30°13'12" W 2065.01 feet; thence S 08°04'16" W along the centerline of said 30 foot road easement a distance of 133.77 feet to a point on the Southerly line of said Lot 12-B, being the same as the Northerly line of Lot 12-A. Together with a right of way for ingress and egress along presently constructed roadway; Reserving all mineral rights; Reserving any rights reserved by the United States by patent; Subject to other existing easements, if any; Subject to Protective Covenants of Shield-O-Terraces filed in the Pitkin County offices including the perimeter utility easements described therein; Together with the right to share in common with other property owners of Shield-O-Terraces for culinary use on, and limited to beneficial use on, said land the available appurtenant spring and underground waters on this and other Shield-O-Terraces land and reserving, for use in common with owners of other Shield-O-Terraces lands, to the extent of beneficial use on such Shield-O-Terraces land, spring and underground waters appurtenant, if any, on said described land; and reserving to seller any excess

8-9-88

STATE DOCUMENTARY FEE  
AUG - 9 1988  
⊕

water not beneficially used on said Shield-O-Terraces lands; and subject to being assessed pro-rata per lot share of construction and maintenance cost of culinary water systems to supply water to all lots in Shield-O-Terraces, with all its appurtenances.

DATED this 5th day of August, 1988.

Mary Kopp  
Mary Kopp

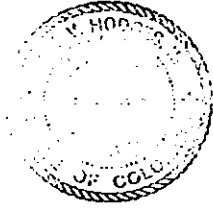
STATE OF COLORADO )  
COUNTY OF GARFIELD ) ss.

Subscribed and sworn to before me this 5th day of August, 1988.

Witness my hand and official seal.

Wm V. Hodges  
Notary Public

My commission expires: 1/17/89



8-4-88

Recorded at #333129 05/31/91 16:23 Rec \$10.00 BK 647 PG 342  
Reception No. Silvia Davis, Pitkin Cnty Clerk, Doc \$8.75

8.75 rec  
10 -

WARRANTY DEED

THIS DEED, Made this 24th day of May  
19 91, between Franz X. Kopp  
of the County of Pitkin and State of  
Colorado, grantor, and Margaret McCurry and Stanley Tigerman

whose legal address is 910 North Lakeshore Drive, Chicago, Illinois 60611

Illinois  
County of and State of  
WITNESSETH, That the grantor for and in consideration of the sum of EIGHTY SEVEN THOUSAND FIVE HUNDRED  
DOLLARS AND NO/100-----(\$87,500.00)----- DOLLARS,  
the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell,  
convey and confirm, unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the  
County of Pitkin and State of Colorado described as follows:

All that portion of the N 1/2 SE 1/4 of Section 22, Township 9 South, Range 86 West of the 6th P.M. described as follows:

Beginning at a point being 2366.03 feet N 36°41'00" E from the South 1/4 corner of Section 22;  
thence S 82°18'W 345.92 feet;  
thence S 25°07'00" W, 193.69 feet;  
thence S 53°30'00" E, 350.00 feet;  
thence N 18°28'00" E, 453.26 feet to the point of beginning.  
Pitkin County, Colorado

as known by street and number as: Lot 12B, Shield-0-Terrace, Snowmass, Colorado 81654

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the grantee, his heirs and assigns, that at the time of the encasing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except 1. Those easements, reservations, restrictions and other matters more particularly set forth in the Exhibit A attached hereto and made a part hereof; AND EXCEPT general real estate taxes for 1991 and subsequent years which after adjustment and proration as of the day hereof, Grantee assumes and agrees to pay.

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

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

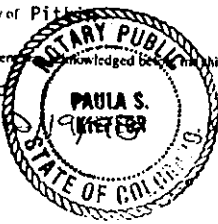
*Franz X. Kopp*  
FRANZ X. KOPP

STATE OF COLORADO

County of Pitkin

The foregoing instrument was acknowledged before me this 24th day of May, 1991, by Franz X. Kopp

My commission expires



Witness my hand and official seal.

*Paula S. Krieger*  
Paula S. Krieger

\*If in Denver, insert "City and".

R# 333129  
Transfer Declaration Received

5-31-91

EXHIBIT A

#333129 05/31/91 16:23 Rec \$10.00  
Silvia Davis, Pitkin Cnty Clerk, Do

2. Right of the Proprietor of a Vein or Lode to extract therefrom, should the same be found to penetrate or intersect the premises hereby granted as reserved in United States Patent No. 1,000,000, January 11, 1904, in Book 55 at Page 509.
3. One-half of all of the oil, gas and other hydrocarbon minerals contained in said land, together with the right of ingress and egress thereon for the purpose of operating and developing said land for oil, gas and other minerals, together with the right to enter upon and use said land of said lands as may be necessary in the exploration, development and production of said oil, gas and other hydrocarbon minerals as reserved by Deed of October 2, 1951, in Book 176 at Page 603.
4. An undivided 1/2 of his interest in all oil, gas and other mineral interests as reserved by J. Burton Tuttle in the Deed to Jan R. Christensen on June 1, 1967, in Book 227 at Page 226, and all assignments thereof or interests therein.
5. Easements and rights of way for access and utility purposes as reserved in Deed from Jan R. Christensen to Maurice H. Pack recorded September 1, 1967, in Book 228 at Page 580.
6. Restrictions, which do not contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race, color, religion or national origin, as contained in instrument recorded June 24, 1968, in Book 235 at Page 137.

B-31-71

**QUITCLAIM  
DEED IN TRUST**

THIS INDENTURE  
WITNESSETH, THAT  
THE GRANTORS,  
Margaret McCurry  
and Stanley  
Tigerman, husband  
and wife, of the City  
of Chicago, County  
of Cook and State of  
Illinois, for and in  
consideration of the  
sum of T E N



403213 04/08/1997 01:08P OCD  
1 of 3 R 18.00 D 0.00 N 0.00 PITKIN COUNTY CLERK

(\$10.00) DOLLARS, and other good and valuable consideration in hand paid, receipt of which is hereby acknowledged, Convey and Quitclaim unto Margaret McCurry, not individually, but as trustee under the provisions of the Margaret McCurry Trust Agreement dated December 20, 1996, an undivided one-half (1/2) interest in the following described real estate, and unto Stanley Tigerman, not individually, but as trustee under the provisions of the Stanley Tigerman Trust Agreement dated December 20, 1996, an undivided one-half (1/2) interest in said real estate lying and being in the County of Pitkin and State of Colorado, to wit:

ADDRESS: 910 Lakeshore DR Chicago ILL 60601

Parcel 1:

All that portion of the N 1/2 SE 1/4 of Section 22, Township 9 South, Range 86 West of the 6th P.M. described as follows:

Beginning at a point being 2366.03 feet N 36°41'00" E from the South 1/4 corner of Section 22; thence S 82°18'W 345.92 feet; thence S 25°07'00" W, 193.69 feet; thence S 53°30'00" E, 350.00 feet; thence N 18°28'00" E, 453.26 feet to the point of beginning.

Parcel 2:

30 foot road easement crossing lot 12-B of the Shield-O-Terrace Lots situated in the N1/2 SE1/4 of Section 22, Township 9 South, Range 86 West of the 6th P.M., being 15 feet on each side of the following centerline:

Beginning at a point in the center of a 60 foot roadway whence the S 1/4 corner of said Section 22 bears S 30° 13' 12" W 2065.01 feet; thence S 08° 04' 16" W along the centerline of said 30 foot road easement a distance of 133.77 feet to a point on the Southerly line of said Lot 12-B, being the same as the northerly line of Lot 12-A.





403213 04/08/1987 01:08P OCD  
2 of 3 R 18.00 D 0.00 N 0.00 PITKIN COUNTY CLERK

**TO HAVE AND HOLD** said premises with the appurtenances, upon the trusts and for the uses and purposes herein and in said trust agreement set forth.

In addition to all of the powers and authority granted to the trustees by the terms of said declarations of trust, full power and authority is hereby granted to the trustees to improve, manage, protect and subdivide said real estate or any part thereof, to dedicate parks, streets, highways or alleys and to vacate any subdivision or part thereof, and to resubdivide said property as often as desired, to contract to sell, to grant options to purchase, to sell on any terms, to convey, either with or without consideration, to convey said real estate or any part thereof to a successor or successors in trust and to grant in such successor or successors in trust all of the title, estate, powers, and authorities vested in the trustees to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part thereof, to lease said real estate or any part thereof, from time to time, in possession or reversion, by leases to commence at the present or in the future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 198 years, and to renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and provisions thereof at any time or times hereafter; to contract to make leases and to grant options to lease and options to renew leases and options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future rentals, to partition or to exchange said property, or any part thereof, for other real or personal property, to grant easements or charges of any kind, to release, convey or assign any right or title or interest in or about or easement appurtenant to said real estate or any part thereof, and to deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with the trustee in relation to said real estate, or to whom said real estate or any part thereof shall be conveyed, contracted to be sold, leased or mortgaged by the trustee be obliged to see to the application of any purchase money, rent, or money borrowed or advanced on said real estate, or be obliged to see that the terms of this trust have been complied with, or be obliged to inquire into the necessity or expediency of any act of the trustee, or be obliged or privileged to inquire into any of the terms of said declaration of trust and every deed, trust deed, mortgage, lease or other instrument executed by the trustee in relation to said real estate shall be conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the time of the delivery thereof the trust created by this Indenture and by said declaration of trust was in full force and effect, (b) that such conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this Indenture and in said declaration of trust or in some amendment thereof and binding upon all beneficiaries thereunder, (c) that the trustee was duly authorized and empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument, and (d) if the conveyance is made to a successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title, estate, rights, powers, authorities, duties and obligations of their predecessors in trust.

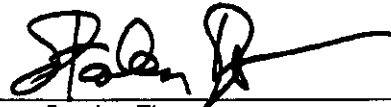
The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above real estate is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the certificate of title or duplicate thereof, or memorial, the words "in trust" or "with limitations", or words of similar import, in accordance with the statute in such cases made and provided.

And said GRANTOR hereby expressly waives and releases any and all right or benefit under and by virtue of any and all statutes of the State of Colorado providing for the exemption of homesteads from sale on execution or otherwise.

IN WITNESS WHEREOF, the GRANTORS aforesaid, Margaret McCurry and Stanley Tigerman, have executed this Quitclaim Deed in Trust on this 20th day of December, 1996.

  
Margaret McCurry


  
Stanley Tigerman

STATE OF ILLINOIS )  
                          )  
COUNTY OF COOK )

SS

  
483213 04/08/1997 01:08P QCD  
3 of 3 R 15.00 D 0.00 N 0.00 PITKIN COUNTY CLERK

On this 20th day of December, 1996, I, the undersigned, a Notary Public in and for said County in the State aforesaid, do hereby certify that Margaret McCurry and Stanley Tigerman, personally known to me to be the same persons whose names are subscribed to the foregoing instrument, appeared before me in person and acknowledged that they signed, sealed and delivered said instrument as their free and voluntary act, for the uses and purposes therein set forth.

  
Notary Public

This Instrument Prepared By and Upon Recordation Return To:

Jay L. Dolgin  
YOUNG, HAUSLINGER & ROSEN, LTD.  
33 North LaSalle Street, Suite 2000  
Chicago, Illinois 60602-2607



trans dec rec'd

445988 08/10/2000 11:42A MD DAVIS SILVI  
1 of 4 R 20.00 D 30.00 N 0.00 PITKIN COUNTY CO

DF 30.00

o'clock

.M.

Recorder

RECORDING REQUESTED BY:  
WHEN RECORDED RETURN TO:  
TCBG, Ltd., a Texas Limited Partnership  
c/o Brooke A. Peterson, Esq.  
Kaufman & Peterson, P.C.  
315 East Hyman Avenue, Suite 305  
Aspen, Colorado 81611

**GENERAL WARRANTY DEED**

**THIS DEED** is made as of the 1<sup>st</sup> day of August, 2000, between **MARGARET McCURRY AS TRUSTEE OF THE MARGARET McCURRY TRUST AGREEMENT DATED DECEMBER 20, 1996** as to an undivided one-half interest; and **STANLEY TIGERMAN AS TRUSTEE OF THE STANLEY TIGERMAN TRUST AGREEMENT DATED DECEMBER 20, 1996** as to an undivided one-half interest (hereinafter "Grantors") and **TCBG, LTD., a Texas limited partnership** (hereinafter "Grantee"), whose legal address is c/o James P. Graham, 5944 Luther Lane, Suite 900, Dallas, Texas 75225.

**WITNESSETH**, that the Grantors, 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, have granted, bargained, sold, and conveyed, and by these presents do grant, bargain, sell, convey and confirm, unto the Grantee, its successors and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Pitkin, State of Colorado, described as follows: See Exhibit A attached hereto and incorporated herein by this reference.

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

**TO HAVE AND TO HOLD** the said premises above bargained and described, with the appurtenances, unto the Grantee, its successors and assigns forever. And the Grantors for themselves, their heirs, successors and assigns, do covenant, grant, bargain and agree to and with the Grantee, its successors and assigns, that at the time of the ensembling and delivery of these presents, they are well seized of the premises above conveyed, have good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same is free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature whatsoever, except for the following: General taxes for 2000, due and payable in 2001, subject to building and zoning regulations and those exceptions listed on Exhibit B attached hereto and incorporated herein by this reference. All documents are recorded in the records of Pitkin County, Colorado.

The Grantors shall and will **WARRANT AND FOREVER DEFEND** the above bargained premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular and the use of any gender shall be applicable to all genders.




EXHIBIT A

LEGAL DESCRIPTION

A parcel of land situated in the N 1/2 SE 1/4 of Section 22, Township 9 South, Range 86 West of the Sixth Principal Meridian described as follows:

Beginning at a point being North 36°41'00" East 2366.03 feet from the South Quarter Corner of Section 22;  
thence South 82°18' West 345.92 feet;  
thence South 25°07'00" West 193.69 feet;  
thence South 53°30'00" East 350.00 feet;  
thence North 18°28'00" East 453.26 feet to the Point of Beginning.

COUNTY OF PITKIN, STATE OF COLORADO.


  
445908 08/10/2000 11:42A WD DAVIS SILVI  
3 of 4 R 20.00 D 30.00 N 0.00 PITKIN COUNTY CO

000977

**EXHIBIT 1  
EXCEPTIONS**

**File Number:** 00027196-C2

1. Any and all unpaid taxes and assessments and any unredeemed tax sales.
2. Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as reserved in United States Patent recorded January 11, 1904 in Book 55 at Page 609.
3. One-half of all of the oil, gas and other hydrocarbon minerals contained in said land as set forth in instrument recorded October 2, 1951 in Book 176 at Page 603.
4. One-half of all oil, gas and other minerals as reserved by J. Burton Tuttle in Deed to Jan R. Christensen as set forth in instrument recorded June 1, 1967 in Book 227 at Page 226 as Reception No. 127531.
5. Easements, rights of way for access and utility purposes as reserved in Deed from Jan R. Christensen recorded September 1, 1967 in Book 228 at Page 580 as Reception No. 128368.
6. All mineral rights as reserved in Deed from Jan R. Christensen recorded September 1, 1967 in Book 228 at Page 580 as Reception No. 128368.
7. Terms, conditions, obligations, provisions and easements of Protective Covenants as set forth in instrument recorded June 24, 1968 in Book 235 at Page 137 as Reception No. 131386; and
8. Terms, conditions, obligations and provisions of Resolution of the Board of County Commissioners of Pitkin County, Colorado Granting 1041 Hazard Review and General Submission Approval to the Shield-O-Terrace Lot 12B Application, Resolution No. 92-91 as set forth in instrument recorded July 13, 1992 in Book 683 at Page 110 as Reception No. 346633.
9. Terms, conditions, obligations and provisions of An Ordinance of the Board of County Commissioners of Pitkin County, Colorado Repeal Ordinance 96-19 in Part, by Lifting the Moratorium on Issuance of Building Permits for Development of Real Property Accessed by the Mesa Road; and Authorizing Pitkin County to Join the Shield-O-Mesa Road Improvement and Maintenance Association as set forth in instrument recorded September 8, 1997 as Reception No. 408165; and An Ordinance of the Board of County Commissioners of Pitkin County, Colorado Establishing a Moratorium on Issuance of Building Permits for Development on Real Property Accessed by the Shield-O-Terrace and the Shield-O-Mesa Roads and Modifying Road Standards for Shiel-O-Terrace and Shield-O-Mesa Roads, Ordinance 96-19, recorded December 10, 1997 as Reception No. 411495.
10. Easements, rights of way and other matters as shown and contain on Plat of the subject property recorded January 8, 1992 in Plat Book S002 at Page 15 as Reception No. S000110; and recorded February 2, 1995 in Plat Book 35 at Page 97 as Reception No. 378649.
11. 30 foot road easement granted unto Margaret McCurry and Stanley Tigerman as set forth in instrument recorded november 25, 1991 in Book 662 at Page 860 as Reception No. 338858; and recorded January 3, 1995 in Book 770 at Page 985 as Reception No. 377749.

  
445988 08/10/2000 11:42A WD DAVIS SILVI  
4 of 4 R 20.00 D 30.00 N 0.00 PITKIN COUNTY CO

**TITLE CHAIN FOR BRADTKE PROPERTY – MAY 1, 1991 TO THE PRESENT:**  
Section 22, T9S, R86W, Account # R009336 Parcel # 264522400559

October 26, 1982 Book 434 Page 591 Reception No. 245028  
PT Deed: Public Trustee of County of Pitkin, grantor  
Capital Assets Finance Corporation, grantee

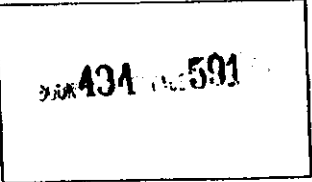
November 26, 1982 Book 436 Page 295 Reception No. 245825  
WD: Capital Assets Finance Corporation, grantor  
Thomas A. Bradtke, grantee

August 24, 2007 Reception No. 541330  
QCD: Thomas A. Bradtke, grantee  
Thomas A. Bradtke Charitable Remainder Unitrust, grantee

Filed for record the \_\_\_\_\_ day of \_\_\_\_\_ A. D. 19\_\_\_\_ at \_\_\_\_\_ o'clock \_\_\_\_\_ M. \_\_\_\_\_ By \_\_\_\_\_ Reception No. \_\_\_\_\_

RECORDED DEPUTY

**THIS DEED**, Made **October 26**, 19**82**, between **Thomas Carl Oken** as the Public Trustee, of the County of **Pitkin** Colorado, and **Capital Assets Finance Corporation**



Purchaser(s), whose street address is **1165 So. State** City or Town of **Salt Lake City**, County of **Salt Lake** and State of **Utah**

Whereas, **Jan R. Christensen** (as to **Parcels A & B**) and **B.C.K.** (as to **Parcel #C**)

did, by Deed of Trust dated **November 23**, 19**81**, **Pitkin**, Colorado, and recorded in the office of the Clerk and Recorder of the County of **Pitkin** on **December 3**, 19**81**, in **Book 418** at **Page 95**, (Film No. \_\_\_\_\_, Reception No. **23751**) convey to the Public Trustee in Trust the property hereinafter described to secure the payment of the indebtedness provided in said Deed of Trust; and

Whereas, violation having been made in certain of the terms and covenants of said Deed of Trust as shown by the notice of election and demand for sale filed with the Public Trustee, a copy thereof being recorded in the office of said County Clerk and Recorder, the said property was advertised for sale at public auction at the place and in the manner provided by law and by said Deed of Trust and a copy of the notice of sale was in apt time mailed to the persons required by statute, and said property was in pursuance of said notice sold to **Capital Assets Finance Corporation** for the sum hereinafter set forth and a certificate of purchase thereof was made and recorded\*\*

and said property not having been redeemed from said sale;

Now, Therefore, the Public Trustee pursuant to the power and authority vested in him by law and by the said Deed of Trust as such Public Trustee and in consideration of the sum of \$ **12,524.70** to the Public Trustee paid by the said Purchaser(s), the receipt whereof is hereby acknowledged, conveys to the said Purchaser(s), **their** heirs, successors and assigns forever\*\*\*

all the right, title and interest which the Public Trustee acquired pursuant to said Deed of Trust in and to the following described property situate in the County of **Pitkin**, Colorado, to wit:

See Exhibit "A" Attached

OCT 26 11 42 AM '82  
LORETTA BANNER  
PITKIN CITY RECORDER  
245028

To Have and to Hold the same unto the said Purchaser(s) **their** heirs, successors and assigns forever.  
Executed the day and year first above written.

*Carol L. Foote*  
As Public Trustee of the \_\_\_\_\_  
County of **Pitkin**, Colorado.

STATE OF COLORADO,  
County of **Pitkin** } ss.  
The foregoing instrument was acknowledged before me this **26th** day of **October** 19**82**, by **Carol L. Foote**, deputy as the Public Trustee of the County of **Pitkin** Colorado.

My commission expires **March 7, 1984**  
Witness my hand and official seal.

*Judy James*  
Judy James, Notary Public  
Basalt, CO 81621

\*\*In counties where book and page numbers have been abolished, insert "and said certificate of purchase was assigned to financing agency \_\_\_\_\_"  
\*\*\*Change for Joint Tenancy.

10-26-82



EXHIBIT "A"

304 434 592

PARCEL A:

A parcel of land situated in the NW 1/4 NW 1/4 of Section 23, T. 9 S., R 86 West 6th P.M. Beginning at a point 100 feet East of the Northwest corner of Section 23, T. 9S., R86 West, 6th P.M.,  
thence South 300 feet;  
thence East 300 feet;  
thence North 300 feet;  
thence West 300 feet to the point of beginning. Subject to a road easement on the southeasterly and northeasterly portions of said parcel for a 60 foot road as constructed and in place.

PARCEL B:

A parcel of land situated in the NW 1/4 SW 1/4 of Section 23, T. 9 S., R. 86 West of the 6th P.M. Beginning at the Northwest corner of Section 23, T. 9 S., R. 86 West, 6th P.M.;  
thence South 400 feet;  
thence East 700 feet;  
thence South 400 feet;  
thence East 300 feet;  
thence North 400 feet;  
thence West 300 feet;

PARCEL C:

A parcel of land in Section 22, T. 9 S., R. 86 West of the 6th P.M. more fully described as follows:

Beginning at a point being 1415.55 feet north 23°22' East from the South quarter corner of Section 22, T. 9 S., R. 86W., 6th P.M.;  
thence North 85°06' East 146.68 feet;  
thence North 45°04' East 70.54 feet;  
thence North 36°04' East 258.77 feet;  
thence North 37°14' East 90.82 feet;  
thence North 25°07' East 193.69 feet;  
thence North 1°17' West 46.47 feet;  
thence North 36°32' West 179.68 feet;  
thence North 21°00' West 400 feet;  
thence South 42°39' West 1247.64 feet;  
thence North 73°02' East 295.44 feet;  
thence North 85°03' East 196.01 feet;  
thence South 54°36' East 161.21 feet;  
thence South 5°56' West 209.07 feet to a point of beginning.

All parcels being in the County of Pitkin  
State of Colorado

10-26-82

Rec. # 245825

Recorded at 6:00 M.  
Reception No. \_\_\_\_\_

430 295  
Recorder.

FILING STAMP

STATE DOCUMENTARY FEE

NOV 26 1982

4.50

THIS DEED, Made this 16th day of November 1982, between Capital Assets Finance Corporation of the County of Salt Lake and State of Utah ~~XXXXX~~, of the first part, and Thomas A. Bradtke

whose legal address is 104 S. Galena, Aspen, CO 81611

of the County of Pitkin and State of Colorado, of the second part:

WITNESSETH, That the said party of the first part, for and in consideration of the sum of **one dollar and other valuable consideration** DOLLARS, to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the said party of the second part, his heirs and assigns forever, all the following described lot or parcel of land, situate, lying and being in the County of Pitkin and State of Colorado, to-wit:

See exhibit "A"

also known as street and number

245825  
LORETTA PANNER  
PITKIN CO. RECORDER  
Nov 26 3 24 PM '82

11-26-82

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

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

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

Alma Hansen VP. [SEAL]  
For Capital Assets Finance Corp.  
Robert H. ... [SEAL]  
For Capital Assets Finance Corp. [SEAL]

STATE OF COLORADO  
County of Pitkin  
I, Army G. ... Notary Public  
My commission expires April 27, 1983  
The foregoing instrument was acknowledged before me this 23rd day of November 1982, by Alma Hansen, VP. for Capital Assets Finance Corporation and Robert H. ... for Capital Assets Finance Corporation.  
Witness my hand and official seal.  
Vernon ... Notary Public  
P.O. Box 414, Snowmass, CO 81654

000082

BOOK 436 PAGE 296

EXHIBIT "A"

A parcel of land in Section 22, T. 9 S., R. 86 West of the 6th P.M. more fully described as follows:

Beginning at a point being 1415.55 feet north 23°22' East from the South quarter corner of Section 22, T. 9 S., R. 86 W., 6th P.M.;

- thence North 85°06' East 146.68 feet;
- thence North 45°04' East 70.54 feet;
- thence North 36°04' East 298.77 feet;
- thence North 37°14' East 90.82 feet;
- thence North 25°07' East 193.69 feet;
- thence North 1°17' West 46.47 feet;
- thence North 36°32' West 179.68 feet;
- thence North 21°00' West 400 feet;
- thence South 42°39' West 1247.64 feet;
- thence North 73°02' East 295.44 feet;
- thence North 85°03' East 196.01 feet;
- thence South 54°36' East 161.21 feet;
- thence South 5°36' West 209.07 feet to point of beginning;

including but not by way of limitation all water and water rights.

11-26-82

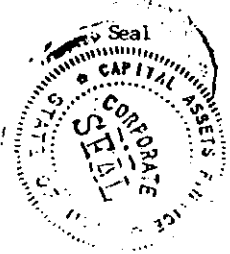
CAPITAL ASSETS FINANCE CORPORATION

Minutes of the Board of Directors meeting held November 23, 1982.

Present: Rob Haertel - President and Alma Hansen - Vice-Pres. Sec.

IT WAS HEREBY RESOLVED THAT: Rob Haertel and Alma Hansen are authorized to sign any and all documents necessary to sell a parcel of land to Father Thomas A. Bradtke in Aspen, Colorado (Snowmass area - 11.76 acres approximately).

Signed Rob Haertel president  
Signed Alma Hansen V.P. Sec.  
Dated Nov 23, 1982



11-26-82

Return to:  
FINKE & ASSOCIATES, P.C.  
1873 South Bellaire, Suite 1401  
Denver, Colorado 80222-4357

QUIT CLAIM DEED

THIS DEED is made on this 23rd day of August, 2007, between

THOMAS A. BRADTKE of 142 County Road 156, Glenwood Springs, Colorado 81601, Pitkin County, Grantor and

the THOMAS A. BRADTKE CHARITABLE REMAINDER UNITRUST of 142 County Road 156, Glenwood Springs, Colorado 81601, Pitkin County, Grantee,

WITNESSETH, That the Grantor, for and in consideration of 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 Grantee, its successors and assigns, forever, 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 Pitkin and State of Colorado, described as follows:

A parcel of land in Section 22, T. 9 S., R. 86 West of the 6<sup>th</sup> P.M. more fully described as follows:

Beginning at a point being 1415.55 feet N23°22'E from the South Quarter corner of Section 22, T. 9 S., R. 86 W., 6<sup>th</sup> P.M.;

Thence North 85°06' East 146.68 feet; Thence North 45°04' East 70.54 feet;  
Thence North 36°04' East 298.77 feet; Thence North 37°14' East 90.82 feet;  
Thence North 25°07' East 193.69 feet; Thence North 1°17' West 46.47 feet;  
Thence North 38°32' West 179.68 feet; Thence North 21°00' West 400.00 feet;  
Thence South 42°39' West 1247.64 feet; Thence North 73°02' East 295.44 feet;  
Thence North 85°03' East 196.01 feet; Thence South 54°38' East 161.21 feet;  
Thence South 5°56' West 209.07 feet to the point of beginning.

Containing 11.76 acres, more or less; reserving an easement for roadway and utilities along the easterly and northeasterly side of said property thirty (30) feet in width on the existing roadway plus a thirty (30) feet utility and riding path easement on the remainder of the perimeter. Reserving all mineral and water rights and all rights reserved by the U.S. government by patent subject to existing easements, if any, together with rights of ingress and egress on the existing roadways, plus reserving a fifteen (15) foot easement running north from the existing well to the north property line.

Also known as street number: 142 County Road 156, Glenwood Springs, Colorado 81601

CONVENIENCE DEED - NO DOC FEE

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging or in any wise thereunto appertaining, and all the estate, right, title, interest and claim whatsoever, of the Grantor, either in law or equity, to the only proper use, benefit and behoof of the Grantee, its successors and assigns forever.

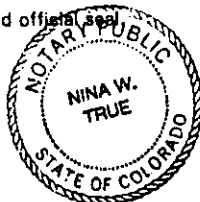
IN WITNESS WHEREOF, the Grantor has executed this Deed on the date set forth above.

Thomas A. Bradtke  
THOMAS A. BRADTKE

STATE OF COLORADO )  
 ) ss.  
 )  
\_\_\_\_\_  
COUNTY OF PITKIN

The foregoing instrument was acknowledged before me this 23 day of AUGUST, 2007, by THOMAS A. BRADTKE.

Witness my hand and official seal



Nina W. True  
Notary Public  
My commission expires: 9/15/2011

(SEAL)

TITLE CHAIN FOR THE SHANE/EVERT PROPERTY AFTER MAY 1, 1991:  
Shield-O-Terraces, Account # R011659 Parcel # 264522100561

August 9, 1989 Book 599 Page 107 Reception No. 313986  
SWD: Joseph Weinreis, grantor  
Fred J. Glassier, grantee

August 9, 1989 Book 599 Page 112 Reception No. 313987  
SWD: Fred J. Glassier, grantor  
Goldie Hawn and Ian Robertson

April 20, 1992 Book 674 Page 966 Reception No. 343763  
SWD: Charles Dwight, grantor  
Drucilla Finkle, grantee

March 13, 1996 Reception No. 390709  
SWD: Drucilla Finkle, grantor  
William C. Hall, grantee

March 13, 1996 Reception No. 390710  
SWD: Drucilla Finkle, grantor  
Rosemary Dwight, grantee

September 1, 2000 Reception No. 446608  
WD: William C. Hall, Goldie Hawn, Ian Robertson and Rosemary Dwight, grantors  
Steven David Shane and Clare Evert Shane, grantees



PARCEL 1

All that part of Section 22 situated in the S½SE¼, N½SE¼, E½SW¼, SW¼SW¼, Lots 1, 2 and 3, and also all that part of Section 21 situated in the SW¼SW¼ and all that part of Section 27 situated in Lots 7, 8, 15 and 16, all in Township 9 South, Range 36 West of the 6th Principal Meridian, bounded on the Easterly side by a country road as constructed and in place, on the Northerly and Southerly sides by a fence as constructed and in place and on the westerly side by the center line of a 60 foot road, which road is specifically described as Parcel 2. Also known as Shield-O-Terrace Subdivision, an unrecorded subdivision.

PARCEL 2

Beginning at the Southwest Corner of said Section 22 being the same as the Northwest Corner of said Section 27; thence N. 89°16'28" E. 543.77 feet along the Southerly line of said Section 22 to a point in the center of said 60-foot road; thence N. 35°47'59" W. 105.79 feet along the center of said road; thence 193.68 feet along the arc of a curve to the right having a radius of 320.00 feet the chord of which bears N. 18°27'39" W. 190.74 feet; thence N. 01°07'18" W. 123.76 feet; thence 180.30 feet along the arc of a curve to the right having a radius of 1755.00 feet, the chord of which bears N. 01°49'18" E. 180.22 feet; thence N. 04°45'53" E. 198.20 feet; thence 155.19 feet along the arc of a curve to the right having a radius of 50.00 feet and the chord of which bears S. 86°19'05" E. 99.98 feet; thence S. 02°35'58" W. 26.10 feet; thence 251.37 feet along the arc of a curve to the left having a radius of 535.00 feet, the chord of which bears S. 10°51'38" E. 249.06 feet; thence S. 24°19'14" E. 26.88 feet; thence 169.33 feet along the arc of a curve to the left having a radius of 515.00 feet the chord of which bears S. 33°44'22" E. 168.56 feet; thence S. 43°09'31" E. 144.44 feet; thence 212.74 feet along the arc of a curve to the left having a radius of 550.00 feet the chord of which bears S. 54°14'23" E. 211.42 feet; thence S. 65°19'14" E. 184.87 feet; thence 109.29 feet along the arc of a curve to the left having a radius of 70.00 feet the chord of which bears N. 69°57'03" E. 98.52 feet; thence N. 25°13'20" E. 726.88 feet; thence 235.69 feet along the arc of a curve to the right having a radius of 3510.00 feet the chord of which bears N. 27°08'45" E. 235.64 feet; thence N. 29°04'10" E. 102.93 feet; thence 77.43 feet along the arc of a curve to the left having a radius of 75.00 feet the chord of which bears N. 00°30' 20" W. 74.03 feet; thence 158.61 feet along the arc of a curve to the right having a radius of 110.00 feet the chord of which bears N. 11°13'29" E. 145.22 feet; thence N. 52°32'09" E. 226.19 feet; thence 128.56 feet along the arc of a curve to the left having a radius of 160.00 feet the chord of which bears N. 29°31'05" E. 125.13 feet; thence N. 06°30'00" E. 58.78 feet; thence 104.77 feet along the arc of a curve to the left having a radius of 275.00 feet the chord of which bears N. 04°14'10" W. 104.13 feet; thence N. 15°19'40" W. 42.05 feet; thence 218.02 feet along the arc of a curve to the right having a radius of 206.98 feet the chord of which bears N. 17°36'59" E. 225.12 feet; thence N. 50°33'38" E. 292.48 feet; thence 263.10 feet along the arc of a curve to the left having a radius of 1985.00 feet the chord of which bears N. 46°45'48" E. 262.92 feet; thence N. 42°57'58" E. 97.12 feet; thence 230.64 feet along the arc of a curve to the right having a radius of 955.00 feet the chord of which bears N. 50°41'38"

8-9-89

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Form No. C-112



E. 229.94 feet; thence N. 58°25'13" E. 324.36 feet; thence 100.00 feet along the arc of a curve to the left having a radius of 285.00 feet the chord of which bears N. 46°21'34" E. 119.12 feet; thence N. 34°17'50" E. 69.64 feet; thence 163.82 feet along the arc of a curve to the right having a radius of 2765.00 feet the chord of which bears N. 35°59'42" E. 163.80 feet; thence N. 37°41'31" E. 320.81 feet; thence 140.84 feet along the arc of a curve to the left having a radius of 510.00 feet the chord of which bears N. 29°46'50" E. 140.39 feet; thence 55.19 feet along the arc of a curve to the right having a radius of 130.00 feet the chord of which bears N. 34°15'09" E. 55.76 feet; thence S. 43°21'50" E. 30.00 feet to a point on said fence; thence S. 43°21'50" E. 378.63 feet along said fence; thence N. 58°12'10" E. 240.68 feet; thence N. 46°13'10" E. 503.99 feet; thence N. 34°51'10" E. 295.12 feet; thence N. 46°31'50" E. 182.73 feet to a point on said fence; thence S. 87°49'58" E. 594.66 feet along said fence to a point in the center of a 60-foot road; thence along the center of said road 162.92 feet along the arc of a curve to the right having a radius of 1125.00 feet the chord of which bears S. 24°50'00" W. 102.77 feet; thence S. 29°58'55" N. 209.14 feet; thence 161.94 feet along the arc of a curve to the left having the radius of 1020.00 feet the chord of which bears S. 24°26'05" W. 161.73 feet; thence S. 20°53'07" N. 75.96 feet; thence 187.91 feet along the arc of a curve to the left having a radius of 1890.00 feet the chord of which bears S. 18°02'13" W. 187.84 feet; thence 110.03 feet along the arc of a curve to the right having a radius of 645.00 feet the chord of which bears S. 20°04'32" W. 109.89 feet; thence S. 24°57'44" W. 51.62 feet; thence 115.23 feet along the arc of a curve to the right having a radius of 450.00 feet the chord of which bears S. 32°17'52" W. 114.91 feet; thence S. 39°38'00" W. 170.00 feet; thence 94.25 feet along the arc of a curve to the left having a radius of 30.00 feet the chord of which bears S. 50°22'00" E. 60.00 feet; thence N. 39°38'00" E. 170.00 feet; thence 96.85 feet along the arc of a curve to the right having a radius of 735.00 feet the chord of which bears N. 43°24'30" E. 96.78 feet; thence N. 47°11'00" E. 184.79 feet; thence 159.86 feet along the arc of a curve to the right having a radius of 2510.00 feet the chord of which bears N. 49°00'28" E. 159.83 feet; thence N. 50°49'57" E. 499.21 feet to a point on the westerly line of said county road; thence along the westerly line of said road S. 33°45'08" W. 743.32 feet; thence 112.68 feet along the radius of a curve to the left having a radius of 640.00 feet the chord of which bears S. 28°42'31" W. 112.53 feet; thence 97.61 feet along the arc of a curve to the right having a radius of 360.00 feet the chord of which bears S. 31°25'57" W. 97.31 feet; thence S. 39°12'01" W. 235.97 feet; thence 163.56 feet along the arc of a curve to the left having a radius of 620.00 feet the chord of which bears S. 31°38'35" W. 153.08 feet; thence S. 24°05'08" W. 84.70 feet; thence 130.44 feet along the arc of a curve to the right having a radius of 2100.00 feet the chord of which bears S. 25°51'46" W. 130.42 feet; thence S. 27°38'40" W. 140.02 feet; thence 81.33 feet along the arc of a curve to the right having a radius of 1102.00 feet the chord of which bears S. 29°45'31" W. 81.31 feet; thence S. 31°52'22" W. 55.61 feet; thence 75.73 feet along the arc of a curve to the left having a radius of 535 feet the chord of which bears S. 27°49'04" W. 75.67 feet; thence 123.58 feet along the radius of a curve to the right having a radius of 330.00 feet the chord of which bears S. 34°29'27" W. 122.86 feet; thence 153.57 feet along the arc of

8-9-89

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a curve to the left having a radius of 545.00 feet the chord of which bears S. 37°08'46" W. 153.07 feet; thence S. 29°04'24" W. 157.27 feet; thence 169.83 feet along the arc of a curve to the right having a radius of 503.00 feet the chord of which bears S. 38°44'56" W. 169.08 feet; thence S. 48°25'29" W. 245.10 feet; thence 101.14 feet along the arc of a curve to the right having a radius of 1340.00 feet the chord of which bears S. 50°35'13" W. 101.12 feet; thence S. 52°44'57" W. 48.88 feet; thence 211.37 feet along the arc of a curve to the left having a radius of 1770.00 feet the chord of which bears S. 49°19'41" W. 211.25 feet; thence S. 45°54'25" W. 102.74 feet; thence 167.10 feet along the arc of a curve to the left having a radius of 1195.72 feet the chord of which bears W. 37°06'42" W. 365.65 feet; thence S. 28°19'00" W. 705.63 feet; thence 154.48 feet along the arc of a curve to the right having a radius of 1075.00 feet the chord of which bears S. 32°26'00" W. 154.34 feet; thence S. 36°33'00" W. 56.98 feet; thence 199.75 feet along the arc of a curve to the left having a radius of 1623.36 feet the chord of which bears S. 33°01'30" W. 199.62 feet; thence S. 29°30'00" W. 330.00 feet; thence 258.06 feet along the arc of a curve to the left having a radius of 740.00 feet the chord of which bears S. 19°30'35" W. 256.75 feet; thence S. 09°31'10" W. 86.46 feet; thence 189.60 feet along the arc of a curve to the right having a radius of 852.00 feet the chord of which bears S. 15°53'40" W. 189.20 feet; thence S. 22°16'10" W. 63.64 feet to a point on said fence; thence N. 89°05'34" W. 2256.56 feet; thence S. 143.18 feet; thence W. 274.11 feet to a point on the Westerly line of said Section 27; thence N 00°37'41" E 1320.00 feet along the Westerly line of said Section 27 to the Northwest Corner of said Section 27 being the same as the Southwest Corner of said Section 22, the point of Beginning.

EXCEPTING that portion of Lots 2 of said Section 22 and that part of Lots 2 and 3 of Section 27, lying Westarly of the Westarly line of said County Road.

ALSO EXCEPTING, prior conveyances as particularly described in documents recorded in the office of the Clerk and Recorder of Pitkin County as follows: Book 220 at Page 485; Book 222 at Page 451; Book 222 at Page 151, as corrected by Book 240 at Page 431, as corrected by Book 279 at Page 966, quiet title decree in Book 319 at Page 823; Book 222 at Page 282, as corrected by Book 256 at Page 285; Book 222 at Page 459, as corrected by Book 342 at Page 913, as corrected by Book 392 at Page 403; Book 223 at Page 261, as corrected by Book 243 at Page 563; Book 227 at Page 561; Book 228 at Page 580; Book 229 at Page 25; Book 237 at Page 600; Book 238 at Page 403; Book 240 at Page 295; Book 241 at Page 428; Book 244 at Page 480; Book 245 at Page 56; Book 247 at Page 61, corrected by Book 265 at Page 191; Book 251 at Page 473; Book 280 at Page 660; Book 311 at Page 209; Book 334 at Page 23, corrected by Book 344 at Page 993; Book 377 at Page 317; Book 381 at Page 375, as corrected by Book 415 at Page 514 and Book 418 at Page 90; Book 426 at Page 146 and Book 426 at Page 547, and in Book 239 at Page 902, and Book 478 at Page 426.

Also Excepting any and all properties previously conveyed by Joseph Weinreis and Charles Dwight from the foregoing described property.

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8-9-89

EXHIBIT "B"

General unpaid taxes and assessments for 1989 and subsequent years payable in 1990 and subsequent years; reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore, and (2) right of way for any ditches or canals constructed by authority of United States, in U.S. Patent recorded in Book 55 at Page 523; reservation of right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded in Book 55 at Page 135; reservation of right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded in Book 55 at Page 136; reservation of right of way for any ditches or canals constructed by authority of the United States in U.S. Patent recorded in Book 55 at Page 137; reservation of right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded in Book 55 at Page 542; reservation of right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded in Book 55 at Page 479; reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded in Book 55 at Page 509; reservation of an undivided one-half interest in and to all oil, gas and other hydrocarbons and associated substances and all other minerals of every kind and character in, on or under the subject property which first party owns together with the right of ingress and egress for the purpose of exploring, mining or drilling and removing the same upon payment of surface damages as recorded in Book 176 at Page 603; reservation of an undivided one-half interest in and to all oil, gas and other hydrocarbons and associated substances and all other minerals of every kind and character in, on or under the subject property which the first party owns together with the right of ingress and egress for the purpose of exploring, mining or drilling and removing the same upon payment of surface damages as recorded in Book 220 at page 190; reservation of an undivided one-half interest in and to all oil, gas and other hydrocarbons and associated substances and all other minerals of every kind and character in, on or under the above described real property which first party owns together with the right of ingress and egress for the purpose of exploring, mining or drilling and removing the same upon payment of surface damages as recorded in Book 220 at Page 193; reservation of an undivided one-half interest in and to all oil, gas and other hydrocarbons and associated substances and all other minerals of every kind and character in, on or under the above described real property which first party owns together with the right of ingress and egress for the purpose of exploring, mining or drilling and removing the same upon payment of surface damages as recorded in Book 227 at Page 226; covenants, conditions and restrictions, which do not contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race, color, religion or national origin as contained in instrument recorded in Book 235 at Page 137; easements and right of way as shown on the map of property of S D Corporation not recorded and as conveyed in prior conveyances as contained in Schedule A hereof; access easement agreement between Utah Farm Production Credit Association and Michael A. Vernon and Suzanne E. Schaub, recorded in Book 397 at Page 141; and any facts which may be disclosed in the proceedings.

8-9-89

POOR COPY

313987

SILVIA DAVIS  
PITKIN CNTY RECORDER

AUG 9 10 11 AM '89

BOOK 599 PAGE 112

SPECIAL WARRANTY DEED

FRED J. GLASSIER, whose street address is C/O Dan Kerst, 302 Eighth Street Glenwood Springs, Colorado 81601, for the consideration of Ten Dollars (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys to (\*\*)

the following real property in the County of Pitkin, State of Colorado, to wit:

An undivided one-half interest as tenant-in-common in and to that certain parcel described on Exhibit "A" attached hereto and made a part hereof.

with all its appurtenances, and warrants the title against all persons claiming under me, subject to and except for general taxes for 1989 and thereafter payable in 1990 and thereafter, those matters shown on Exhibit "B" attached hereto and incorporated herein by reference. ALL REFERENCES BEING TO THE REAL PROPERTY RECORDS OF PITKIN COUNTY, COLORADO.

Signed this 2nd day of August, 1989.

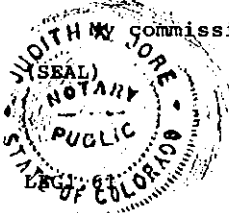
\* c/o Sean Corrigan, Touche Ross 2029 Century Park East, Suite 300, Los Angeles, California, 90067

*Fred J. Glassier*  
Fred J. Glassier

STATE OF COLORADO )  
                          ) ss.  
COUNTY OF GARFIELD )

The foregoing instrument was acknowledged before me this 2nd day of August, 1989, by Fred J. Glassier.

Witness my hand and official seal.



*Judith M. Sore*  
Notary Public  
Address: 302 Eighth Street, Suite 310  
Glenwood Springs, CO 81601

AUG - 9 1989  
\$ 10.13

(\*\*) Goldie Ham, as to an undivided 25% interest as tenant-in-common, and Ian Robertson, as to an undivided 25% interest as tenant-in-common,

8-9-89

EXHIBIT "A"

BOOK 515 PAGE 103

PARCEL 1

All that part of Section 22 situated in the S4NE4, N4SE4, E4SW4, SW4SW4, Lots 1, 2 and 3, and also all that part of Section 23 situated in the SW4NW4 and all that part of Section 27 situated in Lots 7, 3, 15 and 16, all in Township 9 South, Range 86 West of the 6th Principal Meridian, bounded on the Easterly side by a country road as constructed and in place, on the Northerly and Southerly sides by a fence as constructed and in place and on the westerly side by the center line of a 60 foot road, which road is specifically described as Parcel 2. Also known as Shield-O-Terrace Subdivision, an unrecorded subdivision.

PARCEL 2

Beginning at the Southwest Corner of said Section 22 being the same as the Northwest Corner of said Section 27; thence N. 89°16'28" E. 543.77 feet along the Southerly line of said Section 22 to a point in the center of said 60-foot road; thence N. 35°47'59" W. 105.79 feet along the center of said road; thence 193.68 feet along the arc of a curve to the right having a radius of 320.00 feet the chord of which bears N. 18°27'39" W. 190.74 feet; thence N. 01°07'18" W. 123.76 feet; thence 180.30 feet along the arc of a curve to the right having a radius of 1755.00 feet, the chord of which bears N. 01°49'18" E. 180.22 feet; thence N. 04°45'53" E. 198.20 feet; thence 155.19 feet along the arc of a curve to the right having a radius of 50.00 feet and the chord of which bears S. 86°19'05" E. 99.98 feet; thence S. 02°35'58" W. 26.10 feet; thence 251.37 feet along the arc of a curve to the left having a radius of 535.00 feet, the chord of which bears S. 10°51'38" E. 249.06 feet; thence S. 24°19'14" E. 26.88 feet; thence 169.33 feet along the arc of a curve to the left having a radius of 515.00 feet the chord of which bears S. 33°44'22" E. 168.56 feet; thence S. 43°09'31" E. 144.44 feet; thence 212.74 feet along the arc of a curve to the left having a radius of 550.00 feet the chord of which bears S. 54°14'23" E. 211.42 feet; thence S. 65°19'14" E. 184.87 feet; thence 109.29 feet along the arc of a curve to the left having a radius of 70.00 feet the chord of which bears N. 69°57'03" E. 98.52 feet; thence N. 25°13'20" E. 726.88 feet; thence 235.69 feet along the arc of a curve to the right having a radius of 3510.00 feet the chord of which bears N. 27°08'45" E. 235.64 feet; thence N. 29°04'10" E. 102.93 feet; thence 77.43 feet along the arc of a curve to the left having a radius of 75.00 feet the chord of which bears N. 00°30' 20" W. 74.03 feet; thence 158.61 feet along the arc of a curve to the right having a radius of 110.00 feet the chord of which bears N. 11°13'29" E. 145.22 feet; thence N. 52°32'09" E. 236.19 feet; thence 128.56 feet along the arc of a curve to the left having a radius of 160.00 feet the chord of which bears N. 29°31'05" E. 125.13 feet; thence N. 06°30'00" E. 50.78 feet; thence 104.77 feet along the arc of a curve to the left having a radius of 275.00 feet the chord of which bears N. 04°14'10" W. 104.13 feet; thence N. 15°19'40" W. 42.05 feet; thence 238.02 feet along the arc of a curve to the right having a radius of 206.98 feet the chord of which bears N. 17°36'59" E. 225.12 feet; thence N. 50°33'38" E. 292.48 feet; thence 263.10 feet along the arc of a curve to the left having a radius of 1985.00 feet the chord of which bears N. 46°45'48" E. 262.92 feet; thence N. 42°57'58" E. 97.12 feet; thence 230.64 feet along the arc of a curve to the right having a radius of 955.00 feet the chord of which bears N. 50°41'38"

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E. 229.94 feet; thence N. 58°25'13" E. 324.36 feet; thence 120.00 feet along the arc of a curve to the left having a radius of 285.00 feet the chord of which bears N. 46°21'34" E. 119.12 feet; thence N. 34°17'50" E. 69.64 feet; thence 163.82 feet along the arc of a curve to the right having a radius of 2765.00 feet the chord of which bears N. 35°59'42" E. 163.80 feet; thence N. 37°41'31" E. 320.81 feet; thence 140.84 feet along the arc of a curve to the left having a radius of 510.00 feet the chord of which bears N. 29°46'50" E. 140.39 feet; thence 56.19 feet along the arc of a curve to the right having a radius of 130.00 feet the chord of which bears N. 34°15'09" E. 55.76 feet; thence S. 43°21'50" E. 30.00 feet to a point on said fence; thence S. 43°21'50" E. 378.63 feet along said fence; thence N. 58°12'10" E. 240.68 feet; thence N. 46°13'10" E. 503.99 feet; thence N. 34°51'10" E. 295.12 feet; thence N. 46°31'50" E. 182.73 feet to a point on said fence; thence S. 87°49'58" E. 594.66 feet along said fence to a point in the center of a 60-foot road; thence along the center of said road 162.92 feet along the arc of a curve to the right having a radius of 1125.00 feet the chord of which bears S. 24°50'00" W. 102.77 feet; thence S. 29°58'55" W. 209.14 feet; thence 161.94 feet along the arc of a curve to the left having the radius of 1020.00 feet the chord of which bears S. 24°26'05" W. 161.73 feet; thence S. 20°53'07" W. 75.96 feet; thence 187.91 feet along the arc of a curve to the left having a radius of 1890.00 feet the chord of which bears S. 18°02'13" W. 187.84 feet; thence 110.03 feet along the arc of a curve to the right having a radius of 645.00 feet the chord of which bears S. 20°04'32" W. 109.89 feet; thence S. 24°57'44" W. 51.62 feet; thence 115.23 feet along the arc of a curve to the right having a radius of 450.00 feet the chord of which bears S. 32°17'52" W. 114.91 feet; thence S. 39°38'00" W. 170.00 feet; thence 94.25 feet along the arc of a curve to the left having a radius of 30.00 feet the chord of which bears S. 50°22'00" E. 60.00 feet; thence N. 39°38'00" E. 170.00 feet; thence 96.85 feet along the arc of a curve to the right having a radius of 735.00 feet the chord of which bears N. 43°24'30" E. 96.78 feet; thence N. 47°11'00" E. 184.79 feet; thence 159.86 feet along the arc of a curve to the right having a radius of 2510.00 feet the chord of which bears N. 49°00'28" E. 159.83 feet; thence N. 50°49'57" E. 499.21 feet to a point on the westerly line of said county road; thence along the westerly line of said road S. 33°45'08" W. 743.32 feet; thence 112.68 feet along the radius of a curve to the left having a radius of 640.00 feet the chord of which bears S. 28°42'31" W. 112.53 feet; thence 97.61 feet along the arc of a curve to the right having a radius of 360.00 feet the chord of which bears S. 31°25'57" W. 97.31 feet; thence S. 39°12'01" W. 235.97 feet; thence 163.56 feet along the arc of a curve to the left having a radius of 620.00 feet the chord of which bears S. 31°38'35" W. 153.08 feet; thence S. 24°05'08" W. 84.70 feet; thence 130.44 feet along the arc of a curve to the right having a radius of 2100.00 feet the chord of which bears S. 25°51'46" W. 130.42 feet; thence S. 27°38'40" W. 140.02 feet; thence 81.33 feet along the arc of a curve to the right having a radius of 1102.00 feet the chord of which bears S. 29°45'31" W. 81.31 feet; thence S. 31°52'22" W. 55.61 feet; thence 75.73 feet along the arc of a curve to the left having a radius of 535 feet the chord of which bears S. 27°49'04" W. 75.67 feet; thence 123.58 feet along the radius of a curve to the right having a radius of 330.00 feet the chord of which bears S. 34°29'27" W. 122.86 feet; thence 153.57 feet along the arc of

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a curve to the left having a radius of 545.00 feet the chord of which bears S. 37°08'46" W. 153.07 feet; thence S. 29°04'24" W. 157.27 feet; thence 169.88 feet along the arc of a curve to the right having a radius of 503.00 feet the chord of which bears S. 38°44'56" W. 169.08 feet; thence S. 48°25'28" W. 245.10 feet; thence 101.14 feet along the arc of a curve to the right having a radius of 1340.00 feet the chord of which bears S. 50°35'13" W. 101.12 feet; thence S. 52°44'57" W. 48.88 feet; thence 211.37 feet along the arc of a curve to the left having a radius of 1770.00 feet the chord of which bears S. 49°19'41" W. 211.25 feet; thence S. 45°54'25" W. 102.74 feet; thence 367.10 feet along the arc of a curve to the left having a radius of 1195.72 feet the chord of which bears W. 37°06'42" W. 365.65 feet; thence S. 28°19'00" W. 705.63 feet; thence 154.48 feet along the arc of a curve to the right having a radius of 1075.00 feet the chord of which bears S. 32°26'00" W. 154.34 feet; thence S. 36°33'00" W. 56.98 feet; thence 199.75 feet along the arc of a curve to the left having a radius of 1623.36 feet the chord of which bears S. 33°01'30" W. 199.62 feet; thence S. 29°30'00" W. 330.00 feet; thence 258.06 feet along the arc of a curve to the left having a radius of 740.00 feet the chord of which bears S. 19°30'35" W. 256.75 feet; thence S. 09°31'10" W. 86.46 feet; thence 189.60 feet along the arc of a curve to the right having a radius of 852.00 feet the chord of which bears S. 15°53'40" W. 189.20 feet; thence S. 22°16'10" W. 63.64 feet to a point on said fence; thence N. 89°05'14" W. 2256.56 feet; thence S. 143.18 feet; thence W. 274.11 feet to a point on the Westerly line of said Section 27; thence N 00°37'41" E 1320.00 feet along the Westerly line of said Section 27 to the Northwest Corner of said Section 27 being the same as the Southwest Corner of said Section 22, the point of Beginning.

EXCEPTING that portion of Lots 2 of said Section 22 and that part of Lots 2 and 3 of Section 27, lying Westerly of the Westerly line of said County Road.

ALSO EXCEPTING, prior conveyances as particularly described in documents recorded in the office of the Clerk and Recorder of Pitkin County as follows: Book 220 at Page 485; Book 222 at Page 451; Book 222 at Page 151, as corrected by Book 240 at Page 431, as corrected by Book 279 at Page 966, quiet title decree in Book 319 at Page 823; Book 222 at Page 282, as corrected by Book 256 at Page 285; Book 222 at Page 459, as corrected by Book 342 at Page 913, as corrected by Book 392 at Page 403; Book 223 at Page 261, as corrected by Book 243 at Page 563; Book 227 at Page 561; Book 228 at Page 580; Book 229 at Page 25; Book 237 at Page 600; Book 238 at Page 403; Book 240 at Page 295; Book 241 at Page 428; Book 244 at Page 480; Book 245 at Page 56; Book 247 at Page 61, corrected by Book 265 at Page 191; Book 251 at Page 473; Book 280 at Page 660; Book 311 at Page 209; Book 334 at Page 23, corrected by Book 344 at Page 993; Book 377 at Page 317; Book 381 at Page 375, as corrected by Book 415 at Page 514 and Book 418 at Page 90; Book 426 at Page 146 and Book 426 at Page 547, and in Book 239 at Page 902, and Book 478 at Page 426.

Also Excepting any and all properties previously conveyed by Joseph Weinreis and Charles Dwight from the foregoing described property.

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EXHIBIT "B"

General unpaid taxes and assessments for 1986 and subsequent years payable in 1987 and subsequent years; reservations of (1) right of proprietor of any penetrating vein or lode to extract his ore, and (2) right of way for any ditches or canals constructed by authority of United States, in U.S. Patent recorded in Book 55 at Page 523; reservation of right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded in Book 55 at Page 185; reservation of right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded in Book 55 at Page 186; reservation of right of way for any ditches or canals constructed by authority of the United States in U.S. Patent recorded in Book 55 at Page 187; reservation of right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded in Book 55 at Page 542; reservation of right of way for any ditches or canals constructed by authority of the United States, in U.S. Patent recorded in Book 55 at Page 479; reservation of right of proprietor of any penetrating vein or lode to extract his ore, in U.S. Patent recorded in Book 55 at Page 509; reservation of an undivided one-half interest in and to all oil, gas and other hydrocarbons and associated substances and all other minerals of every kind and character in, on or under the subject property which first party owns together with the right of ingress and egress for the purpose of exploring, mining or drilling and removing the same upon payment of surface damages as recorded in Book 176 at Page 603; reservation of an undivided one-half interest in and to all oil, gas and other hydrocarbons and associated substances and all other minerals of every kind and character in, on or under the subject property which the first party owns together with the right of ingress and egress for the purpose of exploring, mining or drilling and removing the same upon payment of surface damages as recorded in Book 220 at page 190; reservation of an undivided one-half interest in and to all oil, gas and other hydrocarbons and associated substances and all other minerals of every kind and character in, on or under the above described real property which first party owns together with the right of ingress and egress for the purpose of exploring, mining or drilling and removing the same upon payment of surface damages as recorded in Book 220 at Page 193; reservation of an undivided one-half interest in and to all oil, gas and other hydrocarbons and associated substances and all other minerals of every kind and character in, on or under the above described real property which first party owns together with the right of ingress and egress for the purpose of exploring, mining or drilling and removing the same upon payment of surface damages as recorded in Book 227 at Page 226; covenants, conditions and restrictions, which do not contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race, color, religion or national origin as contained in instrument recorded in Book 235 at Page 137; easements and right of way as shown on the map of property of S D Corporation not recorded and as conveyed in prior conveyances as contained in Schedule A hereof; access easement agreement between Utah Farm Production Credit Association and Michael A. Vernon and Suzanne E. Schaub, recorded in Book 397 at page 141, and any facts which may be disclosed in the foreclosure file in the

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REC # 343763

#343763 04/20/92 13:44 Rec \$25.00 BR 574 PG 966  
Silvia Davis, Pitkin Cnty Clerk, Doc \$ .00

SPECIAL WARRANTY DEED

CHARLES DWIGHT, whose address is P. O. Box 9722, Aspen, Colorado 81612,  
for the consideration of TEN DOLLARS (\$10.00) and other good and valuable consideration, in hand paid, hereby sells and conveys his undivided one-half interest to DRUCILLA FINKLE, whose address is 630 HARBOR ISLAND DRIVE, NEWPORT BEACH, CALIFORNIA 92660  
the following real property in the County of Pitkin, State of Colorado, to wit:

A tract of land known as Shiedo Terrace Subdivision, situated in Sections 22 and 27-9-86 being fully described by M/B in Book 344, Pages 535 to 538, Pitkin County records.

See Exhibit "A" attached hereto and made a part hereof,

with all its appurtenances, and warrants the title against all persons claiming under me, subject to and except for general taxes for 1992 and thereafter payable in 1993 and thereafter; those matters shown on Exhibit "B" attached hereto and incorporated herein by reference. All references being to the Real Property Records of Pitkin County, Colorado.

Signed this 2nd day of January, 1992.

Charles Dwight  
CHARLES DWIGHT

STATE OF COLORADO )  
COUNTY OF PITKIN ) ss.

The foregoing instrument was acknowledged before me this 2nd day of January, 1992, by CHARLES DWIGHT.

Witness my hand and official seal.

My commission expires: 10/11/94



Susan [Signature]  
NOTARY PUBLIC  
Address:

P.O. Box 9162  
ASPEN Co 81612

4-20-92  
26-02-17

000097



EXHIBIT "A"  
LEGAL DESCRIPTION

PARCEL 1

All that part of Section 22 situated in the S½NE¼, N½SE¼, E½SW¼, SW¼SW¼, Lots 1, 2 and 3, and also all that part of Section 23 situated in the SW¼NW¼ and all that part of Section 27 situated in Lots 2, 3, 15 and 16, all in Township 9 South, Range 36 West of the 6th Principal Meridian, bounded on the Easterly side by a country road as constructed and in place, on the Northerly and Southerly sides by a fence as constructed and in place and on the westerly side by the center line of a 60 foot road, which road is specifically described as Parcel 2. Also known as Shield-O-Terrace Subdivision, an unrecorded subdivision.

PARCEL 2

Beginning at the Southwest Corner of said Section 22 being the same as the Northwest Corner of said Section 27; thence N. 89°16'28" E. 543.77 feet along the Southerly line of said Section 22 to a point in the center of said 60-foot road; thence N. 35°47'59" W. 105.79 feet along the center of said road; thence 193.68 feet along the arc of a curve to the right having a radius of 320.00 feet the chord of which bears N. 18°27'39" W. 190.74 feet; thence N. 01°07'18" W. 123.76 feet; thence 180.30 feet along the arc of a curve to the right having a radius of 1755.00 feet, the chord of which bears N. 01°49'18" E. 180.22 feet; thence N. 04°45'53" E. 198.20 feet; thence 155.19 feet along the arc of a curve to the right having a radius of 50.00 feet and the chord of which bears S. 86°19'05" E. 99.98 feet; thence S. 02°35'58" W. 26.10 feet; thence 751.37 feet along the arc of a curve to the left having a radius of 535.00 feet, the chord of which bears S. 10°51'38" E. 249.06 feet; thence S. 24°19'14" E. 26.88 feet; thence 160.33 feet along the arc of a curve to the left having a radius of 515.00 feet the curve of which bears S. 33°44'22" E. 168.56 feet; thence S. 41°00'31" E. 144.44 feet; thence 212.74 feet along the arc of a curve to the left having a radius of 550.00 feet the chord of which bears S. 54°14'23" E. 211.42 feet; thence S. 65°19'14" E. 184.87 feet; thence 109.29 feet along the arc of a curve to the left having a radius of 70.00 feet the chord of which bears N. 69°57'03" E. 98.52 feet; thence N. 25°13'20" E. 726.88 feet; thence 235.69 feet along the arc of a curve to the right having a radius of 3510.00 feet the chord of which bears N. 27°08'45" E. 235.64 feet; thence N. 29°04'10" E. 102.93 feet; thence 77.43 feet along the arc of a curve to the left having a radius of 75.00 feet the chord of which bears N. 00°30' 20" W. 74.03 feet; thence 158.61 feet along the arc of a curve to the right having a radius of 110.00 feet the chord of which bears N. 11°13'29" E. 145.22 feet; thence N. 52°32'09" E. 236.19 feet; thence 128.56 feet along the arc of a curve to the left having a radius of 160.00 feet the chord of which bears N. 29°31'05" E. 125.13 feet; thence N. 06°30'00" E. 58.78 feet; thence 104.77 feet along the arc of a curve to the left having a radius of 275.00 feet the chord of which bears N. 04°14'10" W. 104.13 feet; thence N. 15°19'40" W. 42.05 feet; thence 238.02 feet along the arc of a curve to the right having a radius of 206.98 feet the chord of which bears N. 17°36'59" E. 225.12 feet; thence N. 50°33'38" E. 292.48 feet; thence 263.10 feet along the arc of a curve to the left having a radius of 1985.00 feet the chord of which bears N. 46°45'48" E. 262.92 feet; thence N. 42°57'53" E. 97.12 feet; thence 230.64 feet along the arc of a curve to the right having a radius of 855.00 feet the chord of which bears N. 50°41'38"

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a curve to the left having a radius of 545.00 feet the chord of which bears S. 37°08'46" W. 153.07 feet; thence S. 29°04'24" W. 157.27 feet; thence 109.88 feet along the arc of a curve to the right having a radius of 503.00 feet the chord of which bears S. 38°44'56" W. 169.08 feet; thence S. 48°25'28" W. 245.10 feet; thence 101.14 feet along the arc of a curve to the right having a radius of 1340.00 feet the chord of which bears S. 50°35'13" W. 101.12 feet; thence S. 52°44'57" W. 48.88 feet; thence 211.37 feet along the arc of a curve to the left having a radius of 1770.00 feet the chord of which bears S. 49°19'41" W. 211.25 feet; thence S. 45°54'25" W. 102.74 feet; thence 367.10 feet along the arc of a curve to the left having a radius of 1195.72 feet the chord of which bears W. 37°06'42" W. 365.65 feet; thence S. 28°19'00" W. 705.63 feet; thence 154.48 feet along the arc of a curve to the right having a radius of 1075.00 feet the chord of which bears S. 32°26'00" W. 154.34 feet; thence S. 36°33'00" W. 56.98 feet; thence 199.75 feet along the arc of a curve to the left having a radius of 1623.36 feet the chord of which bears S. 33°01'30" W. 199.62 feet; thence S. 29°30'00" W. 330.00 feet; thence 258.06 feet along the arc of a curve to the left having a radius of 740.00 feet the chord of which bears S. 19°30'35" W. 256.75 feet; thence S. 09°31'10" W. 86.46 feet; thence 189.60 feet along the arc of a curve to the right having a radius of 852.00 feet the chord of which bears S. 15°53'40" W. 189.20 feet; thence S. 22°16'10" W. 63.64 feet to a point on said fence; thence N. 89°05'34" W. 2256.56 feet; thence S. 143.18 feet; thence W. 274.11 feet to a point on the Westerly line of said Section 27; thence N 00°37'41" E 1320.00 feet along the Westerly line of said Section 27 to the Northwest Corner of said Section 27 being the same as the Southwest Corner of said Section 22, the point of Beginning.

EXCEPTING that portion of Lots 2 of said Section 22 and that part of Lots 2 and 3 of Section 27, lying Westerly of the Westerly line of said County Road.

ALSO EXCEPTING, prior conveyances as particularly described in documents recorded in the office of the Clerk and Recorder of Pitkin County as follows: Book 220 at Page 485; Book 222 at Page 451; Book 222 at Page 151, as corrected by Book 240 at Page 431, as corrected by Book 279 at Page 966, quiet title decree in Book 319 at Page 823; Book 222 at Page 282, as corrected by Book 256 at Page 285; Book 222 at Page 459, as corrected by Book 342 at Page 913, as corrected by Book 392 at Page 403; Book 223 at Page 261, as corrected by Book 243 at Page 563; Book 227 at Page 561; Book 228 at Page 580; Book 229 at Page 25; Book 237 at Page 600; Book 238 at Page 403; Book 240 at Page 295; Book 241 at Page 428; Book 244 at Page 480; Book 245 at Page 56; Book 247 at Page 61, corrected by Book 265 at Page 191; Book 251 at Page 473; Book 280 at Page 660; Book 311 at Page 209; Book 334 at Page 23, corrected by Book 344 at Page 993; Book 377 at Page 317; Book 381 at Page 375, as corrected by Book 415 at Page 514 and Book 418 at Page 90; Book 426 at Page 146 and Book 426 at Page 547, and in Book 239 at Page 902, and Book 478 at Page 476, and in Book 526 at Page 156, and in Book 607 at Page 698.

EXHIBIT B

- 1 Taxes due and payable; and any tax, special assessment, charge or lien imposed for water or sewer service or for any other special taxing district.
- 2 Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted and right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded in Book 55 at Page 523.
- 3 Right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patents recorded in Book 55 at Pages 185, 186, 187, 479, 542.
- 4 Right of the proprietor of a vein or lode to extract or remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as reserved in United States Patent recorded in Book 55 at Page 509.
- 5 An undivided one-half of all oil, gas and other minerals in the subject lands, together with the right of ingress and egress for the purpose of exploration and mining, as set forth in instrument recorded in Book 176 at Page 603, and any and all assignments thereof.
- 6 An undivided one-half of all oil, gas and other minerals in the subject lands, together with the right of ingress and egress for the purpose of exploration and mining, as set forth in instrument recorded in Book 220 at Page 190, and any and all assignments thereof.
- 7 An undivided one-half of all oil, gas and other minerals in the subject lands, together with the right of ingress and egress for the purpose of exploration and mining, as set forth in instrument recorded in Book 220 at Page 193, and any and all assignments thereof.

(Continued)

8. An undivided one-half of all oil, gas and other minerals in the subject lands, together with the right of ingress and egress for the purpose of exploration and mining, as set forth in instrument recorded in Book 227 at Page 226, and any and all assignments thereof.
9. Those terms, conditions, provisions, obligations, easements, restrictions, assessments and all matters as set forth in Protective Covenants recorded in Book 235 at Page 137, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin.
10. Easement and rights of way as shown on Map of property of S D Corporation not of record but disclosed to the company and as conveyed in prior conveyances as contained in Schedule A hereof.
11. Access Easement between Utah Farm Production Credit Association and Michael A. Vernon and Suzanne E. Schaub, recorded in Book 397 at Page 141.
12. Terms, conditions, provisions and obligations as set forth in Electric Easement Agreement recorded November 2, 1993 in Book 729 at Page 105.

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EXHIBIT "A"  
LEGAL DESCRIPTION

390710 03/13/96 01:11P PG 2 OF 6

PARCEL 1

All that part of Section 22 situated in the S½NE¼, N½SE¼, E½SW¼, SW¼SW¼, Lots 1, 2 and 3, and also all that part of Section 23 situated in the SW¼NW¼ and all that part of Section 27 situated in Lots 2, 3, 15 and 16, all in Township 9 South, Range 36 West of the 6th Principal Meridian, bounded on the Easterly side by a country road as constructed and in place, on the Northerly and Southerly sides by a fence as constructed and in place and on the westerly side by the center line of a 60 foot road, which road is specifically described as Parcel 2. Also known as Shield-O-Terrace Subdivision, an unrecorded subdivision.

PARCEL 2

Beginning at the Southwest Corner of said Section 22 being the same as the Northwest Corner of said Section 27; thence N. 89°16'28" E. 543.77 feet along the Southerly line of said Section 22 to a point in the center of said 60-foot road; thence N. 35°47'59" W. 105.79 feet along the center of said road; thence 193.68 feet along the arc of a curve to the right having a radius of 320.00 feet the chord of which bears N. 18°27'39" W. 190.74 feet; thence N. 01°07'18" W. 123.76 feet; thence 180.30 feet along the arc of a curve to the right having a radius of 1755.00 feet, the chord of which bears N. 01°49'18" E. 180.22 feet; thence N. 04°45'53" E. 198.20 feet; thence 155.19 feet along the arc of a curve to the right having a radius of 50.00 feet and the chord of which bears S. 86°19'05" E. 99.98 feet; thence S. 02°35'58" W. 26.10 feet; thence 751.17 feet along the arc of a curve to the left having a radius of 335.00 feet, the chord of which bears S. 10°51'38" E. 249.06 feet; thence S. 24°19'14" E. 26.88 feet; thence 160.33 feet along the arc of a curve to the left having a radius of 515.00 feet the curve of which bears S. 33°44'22" E. 168.56 feet; thence S. 43°00'31" E. 144.44 feet; thence 212.74 feet along the arc of a curve to the left having a radius of 550.00 feet the chord of which bears S. 54°14'23" E. 211.42 feet; thence S. 65°19'14" E. 184.87 feet; thence 109.29 feet along the arc of a curve to the left having a radius of 70.00 feet the chord of which bears N. 69°57'03" E. 98.52 feet; thence N. 25°13'20" E. 726.88 feet; thence 235.69 feet along the arc of a curve to the right having a radius of 3510.00 feet the chord of which bears N. 27°08'45" E. 235.64 feet; thence N. 29°04'10" E. 102.93 feet; thence 77.43 feet along the arc of a curve to the left having a radius of 75.00 feet the chord of which bears N.00°30' 20" W. 74.03 feet; thence 158.61 feet along the arc of a curve to the right having a radius of 110.00 feet the chord of which bears N. 11°13'29" E. 145.22 feet; thence N. 52°32'09" E. 236.19 feet; thence 128.56 feet along the arc of a curve to the left having a radius of 160.00 feet the chord of which bears N. 29°31'05" E. 125.13 feet; thence N. 06°30'00" E. 58.78 feet; thence 104.77 feet along the arc of a curve to the left having a radius of 275.00 feet the chord of which bears N. 04°14'10" W. 104.13 feet; thence N. 15°19'40" W. 42.05 feet; thence 238.02 feet along the arc of a curve to the right having a radius of 206.98 feet the chord of which bears N. 17°36'59" E. 225.12 feet; thence N. 50°33'38" E. 292.48 feet; thence 263.10 feet along the arc of a curve to the left having a radius of 1985.00 feet the chord of which bears N. 46°45'48" E. 262.92 feet; thence N. 42°57'53" E. 97.12 feet; thence 230.54 feet along the arc of a curve to the right having a radius of 855.00 feet the chord of which bears N. 50°41'33"

E. 229.94 feet; thence N. 58°25'18" E. 324.36 feet; thence 120.00 feet along the arc of a curve to the left having a radius of 285.00 feet the chord of which bears N. 46°21'34" E. 119.12 feet; thence N. 34°17'50" E. 69.64 feet; thence 153.82 feet along the arc of a curve to the right having a radius of 2765.00 feet the chord of which bears N. 35°59'42" E. 163.80 feet; thence N. 37°41'31" E. 320.81 feet; thence 140.84 feet along the arc of a curve to the left having a radius of 510.00 feet the chord of which bears N. 29°46'50" E. 140.39 feet; thence 56.19 feet along the arc of a curve to the right having a radius of 130.00 feet the chord of which bears N. 34°15'09" E. 55.76 feet; thence S. 43°21'50" E. 30.00 feet to a point on said fence; thence S. 43°21'50" E. 378.63 feet along said fence; thence N. 58°12'10" E. 240.68 feet; thence N. 46°13'10" E. 503.99 feet; thence N. 34°51'10" E. 295.12 feet; thence N. 46°31'50" E. 182.73 feet to a point on said fence; thence S. 87°49'58" E. 594.66 feet along said fence to a point in the center of a 60-foot road; thence along the center of said road 162.92 feet along the arc of a curve to the right having a radius of 1125.00 feet the chord of which bears S. 24°50'00" W. 102.77 feet; thence S. 39°58'55" W. 209.14 feet; thence 161.94 feet along the arc of a curve to the left having the radius of 1020.00 feet the chord of which bears S. 24°26'05" W. 161.73 feet; thence S. 20°53'07" W. 75.96 feet; thence 187.01 feet along the arc of a curve to the left having a radius of 1890.00 feet the chord of which bears S. 18°02'13" W. 187.84 feet; thence 110.03 feet along the arc of a curve to the right having a radius of 645.00 feet the chord of which bears S. 20°04'32" W. 109.89 feet; thence S. 24°57'44" W. 51.62 feet; thence 115.23 feet along the arc of a curve to the right having a radius of 450.00 feet the chord of which bears S. 32°17'52" W. 114.91 feet; thence S. 39°38'00" W. 170.00 feet; thence 94.25 feet along the arc of a curve to the left having a radius of 30.00 feet the chord of which bears S. 50°22'00" E. 60.00 feet; thence N. 39°38'00" E. 170.00 feet; thence 96.85 feet along the arc of a curve to the right having a radius of 735.00 feet the chord of which bears N. 43°24'30" E. 96.78 feet; thence N. 47°11'00" E. 184.79 feet; thence 159.86 feet along the arc of a curve to the right having a radius of 2510.00 feet the chord of which bears N. 49°00'28" E. 159.93 feet; thence N. 50°49'57" E. 499.21 feet to a point on the westerly line of said county road; thence along the westerly line of said road S. 33°45'08" W. 743.32 feet; thence 112.58 feet along the radius of a curve to the left having a radius of 640.00 feet the chord of which bears S. 28°42'31" W. 112.53 feet; thence 97.61 feet along the arc of a curve to the right having a radius of 360.00 feet the chord of which bears S. 31°25'57" W. 97.31 feet; thence S. 39°12'01" W. 235.97 feet; thence 163.56 feet along the arc of a curve to the left having a radius of 620.00 feet the chord of which bears S. 31°38'35" W. 153.08 feet; thence S. 24°05'08" W. 81.70 feet; thence 130.44 feet along the arc of a curve to the right having a radius of 2100.00 feet the chord of which bears S. 25°51'46" W. 130.42 feet; thence S. 27°38'40" W. 140.02 feet; thence 61.33 feet along the arc of a curve to the right having a radius of 1102.00 feet the chord of which bears S. 29°45'31" W. 81.31 feet; thence S. 31°52'22" W. 55.61 feet; thence 75.73 feet along the arc of a curve to the left having a radius of 535 feet the chord of which bears S. 27°49'04" W. 75.67 feet; thence 123.58 feet along the radius of a curve to the right having a radius of 330.00 feet the chord of which bears S. 34°29'27" W. 122.86 feet; thence 153.57 feet along the arc of

a curve to the left having a radius of 545.00 feet the chord of which bears S. 37°08'46" W. 153.07 feet; thence S. 29°04'24" W. 157.27 feet; thence 169.88 feet along the arc of a curve to the right having a radius of 503.00 feet the chord of which bears S. 38°44'56" W. 169.08 feet; thence S. 48°25'28" W. 245.10 feet; thence 101.14 feet along the arc of a curve to the right having a radius of 1340.00 feet the chord of which bears S. 50°35'13" W. 101.12 feet; thence S. 52°44'57" W. 48.88 feet; thence 211.37 feet along the arc of a curve to the left having a radius of 1770.00 feet the chord of which bears S. 49°19'41" W. 211.25 feet; thence S. 45°54'25" W. 102.74 feet; thence 367.10 feet along the arc of a curve to the left having a radius of 1195.72 feet the chord of which bears W. 37°06'42" W. 365.65 feet; thence S. 28°19'00" W. 705.63 feet; thence 154.48 feet along the arc of a curve to the right having a radius of 1075.00 feet the chord of which bears S. 32°26'00" W. 154.34 feet; thence S. 36°37'00" W. 56.98 feet; thence 199.75 feet along the arc of a curve to the left having a radius of 1671.76 feet the chord of which bears S. 33°01'30" W. 199.62 feet; thence S. 29°30'00" W. 330.00 feet; thence 258.06 feet along the arc of a curve to the left having a radius of 740.00 feet the chord of which bears S. 19°30'35" W. 256.75 feet; thence S. 09°31'10" W. 86.46 feet; thence 189.60 feet along the arc of a curve to the right having a radius of 852.00 feet the chord of which bears S. 15°53'40" W. 189.20 feet; thence S. 22°16'10" W. 63.64 feet to a point on said fence; thence N. 89°05'34" W. 2256.56 feet; thence S. 143.78 feet; thence W. 274.11 feet to a point on the Westerly line of said Section 27; thence N 00°37'41" E 1320.00 feet along the Westerly line of said Section 27 to the Northwest Corner of said Section 27 being the same as the Southwest Corner of said Section 22, the point of Beginning.

EXCEPTING that portion of Lots 2 of said Section 22 and that part of Lots 2 and 3 of Section 27, lying Westerly of the Westerly line of said County Road.

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EXHIBIT B

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- 2 Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted and right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded in Book 55 at Page 523.
- 3 Right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patents recorded in Book 55 at Pages 185, 186, 187, 479, 542.
- 4 Right of the proprietor of a vein or lode to extract or remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted as reserved in United States Patent recorded in Book 55 at Page 509.
- 5 An undivided one-half of all oil, gas and other minerals in the subject lands, together with the right of ingress and egress for the purpose of exploration and mining, as set forth in instrument recorded in Book 176 at Page 603, and any and all assignments thereof.
- 6 An undivided one-half of all oil, gas and other minerals in the subject lands, together with the right of ingress and egress for the purpose of exploration and mining, as set forth in instrument recorded in Book 220 at Page 190, and any and all assignments thereof.
- 7 An undivided one-half of all oil, gas and other minerals in the subject lands, together with the right of ingress and egress for the purpose of exploration and mining, as set forth in instrument recorded in Book 220 at Page 193, and any and all assignments thereof.

(Continued)

8. An undivided one-half of all oil, gas and other minerals in the subject lands, together with the right of ingress and egress for the purpose of exploration and mining, as set forth in instrument recorded in Book 227 at Page 226, and any and all assignments thereof.
9. Those terms, conditions, provisions, obligations, easements, restrictions, assessments and all matters as set forth in Protective Covenants recorded in Book 235 at Page 117, deleting therefrom any restrictions indicating any preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or national origin.
10. Easement and rights of way as shown on Map of property of S D Corporation not of record but disclosed to the company and as conveyed in prior conveyances as contained in Schedule A hereof.
11. Access Easement between Utah Farm Production Credit Association and Michael A. Vernon and Suzanne E. Schaub, recorded in Book 397 at Page 141.
12. Terms, conditions, provisions and obligations as set forth in Electric Easement Agreement recorded November 2, 1993 in Book 729 at Page 105.

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446608 09/01/2000 08:54A WD DAVIS SILVI  
1 of 9 R 45.00 D 36.00 N 0.00 PITKIN COUNTY CO

446608  
TRANSFER DECLARATION RECEIVED 09/01/2000

Filed for record the \_\_\_\_\_ day of \_\_\_\_\_, A.D., at \_\_\_\_\_ o'clock \_\_\_\_\_ M. \_\_\_\_\_  
Reception No. \_\_\_\_\_ By \_\_\_\_\_ RECORDER  
DEPUTY.

WARRANTY DEED

THIS DEED, Made on this day of August 28, 2000  
between WILLIAM C. HALL, GOLDIE HAWN, IAN ROBERTSON AND ROSEMARY DWIGHT

DF \$36.00

of the \_\_\_\_\_ County of \_\_\_\_\_ and State of Colorado, of the Grantor(s), and  
STEVEN DAVID SHANE AND CLARE EVERT SHANE

whose legal address is : 1463 UTE AVENUE, ASPEN, CO 81611  
of the \_\_\_\_\_ County of PITKIN and State of Colorado, of the Grantee(s):

WITNESS, That the Grantor(s), for and in consideration of the sum of ( \$360,000.00 )  
\*\*\* Three Hundred Sixty Thousand and 00/100 \*\*\* DOLLARS

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the \_\_\_\_\_ County of PITKIN and State of Colorado, described as follows:  
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

also known as street number Vacant Land

TOGETHER with all and singular and hereditaments and appurtenances thereto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right title interest, claim and demand whatsoever of the Grantor(s), 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 appurtenances, unto the Grantee(s), their heirs and assigns forever. The Grantor(s), for himself, his heirs and personal representatives, does covenant, grant bargain, and agree to and with the Grantee(s), their heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, EXCEPT GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 2000 AND SUBSEQUENT YEARS, AND EXCEPT THOSE MATTERS AS SET FORTH ON EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

The Grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the Grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

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

William C. Hall  
WILLIAM C. HALL

GOLDIE HAWN

STATE OF Colorado )  
County of Hinsdale ) ss.

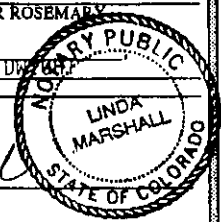
IAN ROBERTSON

William C. Hall  
WILLIAM C. HALL, ATTORNEY IN FACT FOR ROSEMARY DWIGHT

The foregoing instrument was acknowledged before me on this day of August 28, 2000  
by WILLIAM C. HALL, INDIVIDUALLY AND AS ATTORNEY IN FACT FOR ROSEMARY DWIGHT

My Commission Expires: Feb. 26, 2002  
730 Silver St.  
Witness my hand and official seal City, CO 81235

Linda Marshall  
Notary Public



Name and Address of Person Creating Newly Created Legal Description ( 38-35-106.5, C.R.S.)  
Escrow# 0380982 When Recorded Return to: STEVEN DAVID SHANE AND CLARE EVERT SHANE  
Title# 0380982  
1463 UTE AVENUE  
Form No. 921A Rev 4-94. WARRANTY DEED (Joint Tenants WDJT.OPEN) ASPEN, CO 81611



446608 09/01/2000 08:54R WD DAVIS SILVI  
3 of 9 R 45.00 D 36.00 N 0.00 PITKIN COUNTY CO

STATE OF NY )  
COUNTY OF NY ) ss:

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 28<sup>th</sup>  
DAY OF August 2000 BY GOLDIE HAWN

Witness my hand and official seal:

MY COMMISSION EXPIRES: March 9, 2007

TH BA  
NOTARY PUBLIC

(seal)

THOMAS BRIGNATI  
Notary Public, State of New York  
No. 02BR6003905  
Qualified in Nassau County  
Commission Expires March 9, 20 07





448808 09/01/2000 08:54A WD DAVIS SILVI  
4 of 8 R 45.00 D 38.00 N 0.00 PITKIN COUNTY CO

filed f  
Reception No. \_\_\_\_\_

\_\_\_\_\_ o'clock \_\_\_\_\_ M.  
By \_\_\_\_\_

RECORDER  
DEPUTY.

### WARRANTY DEED

THIS DEED, Made on this day of August 28, 2000,  
between WILLIAM C. HALL, GOLDIE HAWN, IAN ROBERTSON AND ROSEMARY DWIGHT

of the \_\_\_\_\_ County of \_\_\_\_\_ and State of Colorado, of the Grantor(s), and  
STEVEN DAVID SHANE AND CLARE EVERT SHANE

whose legal address is : 1463 UTE AVENUE, ASPEN, CO 81611  
of the \_\_\_\_\_ County of PITKIN and State of Colorado, of the Grantee(s):

WITNESS, That the Grantor(s), for and in consideration of the sum of ( \$360,000.00 )  
\*\*\* Three Hundred Sixty Thousand and 00/100 \*\*\* **DOLLARS**

the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto the Grantee(s), their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property, together with improvements, if any, situate, lying and being in the \_\_\_\_\_ County of PITKIN and State of Colorado, described as follows:  
**SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF**

also known as street number Vacant Land

TOGETHER with all and singular and hereditaments and appurtenances thereto belonging, or in anywise appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right title interest, claim and demand whatsoever of the Grantor(s), 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 appurtenances, unto the Grantee(s), their heirs and assigns forever. The Grantor(s), for himself, his heirs and personal representatives, does covenant, grant, bargain, and agree to and with the Grantee(s), their heirs and assigns, that at the time of the sealing and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, EXCEPT GENERAL TAXES AND ASSESSMENTS FOR THE YEAR 2000 AND SUBSEQUENT YEARS, AND EXCEPT THOSE MATTERS AS SET FORTH ON EXHIBIT "B" ATTACHED HERETO AND INCORPORATED HEREIN

The Grantor(s) shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the Grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, and the plural the singular, and the use of any gender shall be applicable to all genders.

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

\_\_\_\_\_  
WILLIAM C. HALL

\_\_\_\_\_  
GOLDIE HAWN

\_\_\_\_\_  
IAN ROBERTSON

STATE OF Colorado )  
County of \_\_\_\_\_ ) ss.

\_\_\_\_\_  
WILLIAM C. HALL, ATTORNEY IN FACT FOR ROSEMARY DWIGHT

The foregoing instrument was acknowledged before me on this day of August 28, 2000  
by WILLIAM C. HALL, INDIVIDUALLY AND AS ATTORNEY IN FACT FOR ROSEMARY DWIGHT

My commission expires \_\_\_\_\_  
Witness my hand and official seal.

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

Name and Address of Person Creating Newly Created Legal Description ( 38-35-106.5, C.R.S. ) \_\_\_\_\_

Escrow# 0380982 When Recorded Return to: STEVEN DAVID SHANE AND CLARE EVERT SHANE  
Title# 0380982

Form No. 921A Rev 4-94. WARRANTY DEED (Joint Tenants WDJT\_OPEN) 1463 UTE AVENUE  
ASPEN, CO 81611

448888 09/01/2000 08:54A WD DAVIS SILVI  
S of S R 45.00 D 38.00 N 0.00 PITKIN COUNTY CO

**JURAT**

State of California }  
County of Los Angeles } ss.



Subscribed and sworn to (or affirmed) before me  
this 25<sup>th</sup> day of August, 2000, by

(1) Jan Robertson  
Name of Signer(s)

(2) \_\_\_\_\_  
Name of Signer(s)

Denise Ann Fey  
Signature of Notary Public

**OPTIONAL**

Though the information in this section is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

**Description of Attached Document**

Title or Type of Document: \_\_\_\_\_

Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_

Signer(s) Other Than Named Above: \_\_\_\_\_

RIGHT THUMBPRINT  
OF SIGNER #1  
Top of thumb here

RIGHT THUMBPRINT  
OF SIGNER #2  
Top of thumb here

EXHIBIT A

A PARCEL OF LAND SITUATED IN THE E1/2 OF SECTION 22 AND THE SW1/4NW1/4 OF SECTION 23, TOWNSHIP 9 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PITKIN, STATE OF COLORADO; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22;  
THENCE N 33 DEGREES 36'23" E 4610.72 FEET TO THE TRUE POINT OF BEGINNING;  
THENCE THE FOLLOWING FIFTEEN (15) COURSES ALONG THE CENTER LINE OF SAID 60'  
ROAD EASEMENTS:

1. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 906.90 FEET AND A CENTRAL ANGLE OF 10 DEGREES 11'12", A DISTANCE OF 161.24 FEET (CHORD BEARS S 24 DEGREES 53'19" W 161.03 FEET);
  2. S 29 DEGREES 58'55" W 209.14 FEET;
  3. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1020.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES 05'48", A DISTANCE OF 161.94 FEET (CHORD BEARS S 25 DEGREES 26'01" W 161.77 FEET);
  4. S 20 DEGREES 53'07" W 75.96 FEET;
  5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1890.00 FEET AND A CENTRAL ANGLE OF 05 DEGREES 41'47", A DISTANCE OF 187.91 FEET (CHORD BEARS S 18 DEGREES 02'13" W 187.83 FEET);
  6. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 645.00 FEET AND A CENTRAL ANGLE OF 09 DEGREES 46'24", A DISTANCE OF 110.02 FEET (CHORD BEARS S 20 DEGREES 04'32" W 109.89 FEET);
  7. S 24 DEGREES 57'44" W 51.62 FEET;
  8. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 450.00 FEET AND A CENTRAL ANGLE OF 14 DEGREES 40'16", A DISTANCE OF 115.23 FEET (CHORD BEARS S 32 DEGREES 17'52" W 114.91 FEET);
  9. S 39 DEGREES 38'00" W 170.00 FEET;
  10. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 180 DEGREES 00'00", A DISTANCE OF 94.25 FEET (CHORD BEARS S 50 DEGREES 22'00" E 60.00 FEET);
  11. N 39 DEGREES 38'00" E 170.00 FEET;
  12. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 735.00 FEET AND A CENTRAL ANGLE OF 07 DEGREES 33'00", A DISTANCE OF 96.85 FEET (CHORD BEARS N 43 DEGREES 24'30" E 96.78 FEET);
  13. N 47 DEGREES 11'00" E 184.79 FEET;
  14. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2510.00 FEET AND A CENTRAL ANGLE OF 03 DEGREES 38'57", A DISTANCE OF 159.86 FEET (CHORD BEARS N 49 DEGREES 00'29" E 159.83 FEET);
  15. N 50 DEGREES 49'57" E 499.21 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY OF SNOWMASS CREEK ROAD;
- THENCE LEVING SAID CENTER LINE THE FOLLOWING SEVENTEEN (17) COURSES ALONG SAID NORTHWESTERLY RIGHT-OF-WAY:
1. S 33 DEGREES 45'07" W 743.32 FEET;
  2. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 640.00 FEET AND A CENTRAL ANGLE OF 10 DEGREES 05'14", A DISTANCE OF 112.68 FEET (CHORD BEARS S 28 DEGREES 42'30" W 112.53 FEET);
  3. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 360.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 32'08", A DISTANCE OF 97.61 FEET (CHORD BEARS S 31 DEGREES 25'57" W 97.31 FEET);
  4. S 39 DEGREES 12'01" W 235.97 FEET;
  5. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 620.00 FEET AND A CENTRAL ANGLE OF 15 DEGREES 06'53", A DISTANCE OF 163.56 FEET (CHORD BEARS S 31 DEGREES 38'35" W 163.08 FEET);
  6. S 24 DEGREES 05'08" W 84.70 FEET;
  7. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2100.00 FEET AND A CENTRAL ANGLE OF 03 DEGREES 33'32", A DISTANCE OF 130.44 FEET (CHORD BEARS S 25 DEGREES 51'54" W 130.42 FEET);
  8. S 27 DEGREES 38'40" W 140.02 FEET;
  9. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1102.00 FEET AND A CENTRAL ANGLE OF 04 DEGREES 13'42", A DISTANCE OF 81.33 FEET (CHORD BEARS S 29 DEGREES 45'31" W 81.31 FEET);
  10. S 31 DEGREES 52'22" W 55.61 FEET;
  11. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 535.00 FEET AND A CENTRAL ANGLE OF 08 DEGREES 06'36", A DISTANCE OF 75.73 FEET (CHORD BEARS S 27

EXHIBIT A (Continued)

DEGREES 49'04" W 75.66 FEET);  
12. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 330.00 FEET AND A CENTRAL ANGLE OF 21 DEGREES 27'22", A DISTANCE OF 123.58 FEET (CHORD BEARS S 34 DEGREES 29'27" W 122.86 FEET);  
13. ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 545.00 FEET AND A CENTRAL ANGLE OF 16 DEGREES 08'44", A DISTANCE OF 153.58 FEET (CHORD BEARS S 37 DEGREES 08'46" W 153.07 FEET);  
14. S 29 DEGREES 04'24" W 157.27 FEET;  
15. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 503.00 FEET AND A CENTRAL ANGLE OF 19 DEGREES 21'04", A DISTANCE OF 169.88 FEET (CHORD BEARS S 38 DEGREES 44'56" W 169.08 FEET);  
16. S 48 DEGREES 25'28" W 245.10 FEET;  
17. ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1340.00 FEET AND A CENTRAL ANGLE OF 01 DEGREES 25'46", A DISTANCE OF 33.43 FEET (CHORD BEARS S 49 DEGREES 08'21" W 33.43 FEET);  
TO A POINT ON THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN BOOK 577 AT PAGE 257 OF THE PITKIN COUNTY CLERK AND RECORDER'S OFFICE;  
THENCE LEAVING SAID NORTHWESTERLY RIGHT-OF-WAY N 30 DEGREES 47'00" W ALONG THE EASTERLY LINE OF SAID PROPERTY 285.33 FEET TO A POINT ON THE SOUTHEASTERLY LINE OF THAT PROPERTY DESCRIBED IN BOOK 227 AT PAGE 561 OF THE PITKIN COUNTY CLERK AND RECORDER'S OFFICE;  
THENCE N 58 DEGREES 03'00" E ALONG SAID SOUTHEASTERLY LINE 144.55 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY DESCRIBED IN BOOK 228 AT PAGE 580 OF THE PITKIN COUNTY CLERK AND RECORDER'S OFFICE;  
THENCE N 18 DEGREES 27'56" E ALONG THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN SAID BOOK 228 AT PAGE 580, A DISTANCE OF 453.27 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY DESCRIBED IN BOOK 256 AT PAGE 285 OF THE PITKIN COUNTY CLERK AND RECORDER'S OFFICE;  
THENCE N 16 DEGREES 21'00" W ALONG THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN SAID BOOK 256 AT PAGE 285, A DISTANCE OF 286.41 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY DESCRIBED IN BOOK 311 AT PAGE 209 OF THE PITKIN COUNTY CLERK AND RECORDER'S OFFICE;  
THENCE N 38 DEGREES 21'16" W ALONG THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN SAID BOOK 311 AT PAGE 209, A DISTANCE OF 549.14 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY DESCRIBED IN BOOK 251 AT PAGE 473 OF THE PITKIN COUNTY CLERK AND RECORDER'S OFFICE;  
THENCE N 13 DEGREES 48'23" E ALONG THE EASTERLY LINE OF THAT PROPERTY DESCRIBED IN BOOK 251 AT PAGE 473, A DISTANCE OF 422.68 FEET;  
THENCE CONTINUING ALONG SAID EASTERLY LINE N 43 DEGREES 21'50" W 8.12 FEET;  
THENCE LEAVING SAID EASTERLY LINE N 58 DEGREES 12'10" E 240.68 FEET;  
THENCE N 46 DEGREES 13'10" E 503.99 FEET;  
THENCE N 34 DEGREES 51'10" E 295.12 FEET;  
THENCE N 46 DEGREES 31'50" E 182.73 FEET;  
THENCE S 87 DEGREES 49'58" E 595.40 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPTING FROM THE ABOVE DESCRIBED PROPERTY A PARCEL OF LAND SITUATED IN THE NE1/4SE1/4 OF SECTION 22, TOWNSHIP 9 SOUTH, RANGE 89 WEST OF THE SIXTH PRINCIPAL MERIDIAN, COUNTY OF PITKIN, STATE OF COLORADO; SAID EXCEPTION PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTH QUARTER CORNER OF SAID SECTION 22;  
THENCE N 40 DEGREES 06'46" E 2671.75 FEET TO THE SOUTHEAST CORNER OF THAT PROPERTY DESCRIBED IN BOOK 280 AT PAGE 660 OF THE PITKIN COUNTY CLERK AND RECORDER'S OFFICE, THE TRUE POINT OF BEGINNING;  
THENCE N 24 DEGREES 14'00" W ALONG THE SOUTHERLY LINE OF THAT PROPERTY DESCRIBED IN SAID BOOK 280 AT PAGE 660, A DISTANCE OF 274.13 FEET TO THE SOUTHWEST CORNER OF SAID PROPERTY;  
THENCE N 19 DEGREES 26'00" E ALONG THE WESTERLY LINE OF SAID PROPERTY 67.58 FEET;  
THENCE CONTINUING ALONG SAID WESTERLY LINE N 53 DEGREES 44'00" E 255.00 FEET TO THE NORTHWESTERLY CORNER OF SAID PROPERTY;  
THENCE N 86 DEGREES 23'16" E ON THE NORTHERLY LINE OF SAID PROPERTY 249.01 FEET TO THE NORTHEAST CORNER OF SAID PROPERTY;  
THENCE S 37 DEGREES 10'00" W 602.65 FEET TO THE TRUE POINT OF BEGINNING.

COUNTY OF PITKIN STATE OF COLORADO

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S of 9 R 45.00 D 36.00 N 0.00 PITKIN COUNTY CO

EXHIBIT B

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 JANUARY 11, 1904, IN BOOK 55 AT PAGE 509 AND RECORDED AUGUST 1, 1907 IN BOOK 55 AT PAGE 523

RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 22, 1911, IN BOOK 55 AT PAGE 186, RECORDED APRIL 25, 1895 IN BOOK 55 AT PAGE 479, RECORDED AUGUST 1, 1907 IN BOOK 55 AT PAGE 523, AND RECORDED AUGUST 1, 1911 IN BOOK 55 AT PAGE 542

AN UNDIVIDED ONE-HALF OF ALL OIL, GAS AND OTHER MINERALS, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF OPERATING AND DEVELOPING THE SAME, AND THE RIGHT TO ENTER UPON AND USE SO MUCH OF THE SURFACE OF SUBJECT PROPERTY AS MAY BE NECESSARY IN THE EXPLORATION, DEVELOPMENT AND PRODUCTION OF SAME, AS RESERVED BY CHARLES REDD IN THE DEED TO BURTON TUTTLE RECORDED OCTOBER 2, 1951 IN BOOK 176 AT PAGE 603, ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBONS AND ASSOCIATED SUBSTANCES AND ALL OTHER MINERALS OF EVERY KIND AND CHARACTER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING, MINING OR DRILLING AND REMOVING THE SAME, UPON PAYMENT OF SURFACE DAMAGES, AS RESERVED BY BURTON TUTTLE IN THE DEED TO JAN CHRISTIANSEN RECORDED APRIL 27, 1966 IN BOOK 220 AT PAGE 190, ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER HYDROCARBONS AND ASSOCIATED SUBSTANCES AND ALL OTHER MINERALS OF EVERY KIND AND CHARACTER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING, MINING OR DRILLING AND REMOVING THE SAME, AS SET FORTH IN THE DEED FROM JAN R. CHRISTIANSEN TO SNOWMASS DEVELOPMENT COMPANY RECORDED APRIL 27, 1966 IN BOOK 220 AT PAGE 193, ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

AN UNDIVIDED ONE-HALF INTEREST IN AND TO ALL OIL, GAS AND OTHER MINERALS OF EVERY KIND AND CHARACTER, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF EXPLORING, MINING AND PRODUCING THE SAME, UPON PAYMENT OF PROPORTIONATE SHARE OF SURFACE DAMAGES, AS RESERVED BY J. BURTON TUTTLE IN THE DEED TO JAN R. CHRISTIANSEN RECORDED JUNE 1, 1967 IN BOOK 227 AT PAGE 226, ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.

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EXHIBIT B (Continued)

AN EASEMENT FOR IRRIGATION DITCH ACROSS SUBJECT PROPERTY, TOGETHER WITH THE RIGHT OF INGRESS AND EGRESS FOR THE PURPOSE OF USING AND MAINTAINING SAID DITCH, AS RESERVED BY J. BURTON TUTTLE IN THE DEED TO JAN R. CHRISTIANSEN RECORDED JUNE 1, 1967 IN BOOK 227 AT PAGE 226.

AN EASEMENT 24.00 FEET IN WIDTH FOR A ROADWAY AS CONSTRUCTED, AS RESERVED BY J. BURTON TUTTLE IN THE DEED TO JAN R. CHRISTIANSEN RECORDED JUNE 1, 1967 IN BOOK 227 AT PAGE 226.

RESTRICTIVE COVENANTS WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, BUT OMITTING RESTRICTIONS, IF ANY, BASED ON RACE, COLOR, RELIGION, OR NATIONAL ORIGIN, AS CONTAINED IN INSTRUMENT RECORDED JUNE 24, 1968, IN BOOK 235 AT PAGE 137.

EASEMENTS AND RIGHTS OF WAY FOR INGRESS AND EGRESS, ROAD AND UTILITY PURPOSES AS CONSTRUCTED AND IN PLACE, AND AS CONVEYED BY JAN R. CHRISTIANSEN, SNOWMASS DEVELOPMENT COMPANY, OR UTAH FARM PRODUCTION CREDIT ASSOCIATION, AND ANY AND ALL LOSS, DAMAGE, OR ADVERSE CLAIMS ARISING FROM OR DUE TO ANY ATTEMPT BY ANY SUCCESSOR IN INTEREST OF SAID JAN R. CHRISTIANSEN, SNOWMASS DEVELOPMENT COMPANY, AND/OR UTAH FARM PRODUCTION CREDIT ASSOCIATION TO ESTABLISH A LEGAL RIGHT TO ANY EASEMENT OR RIGHT OF WAY FOR INGRESS AND EGRESS, ROAD, AND/OR UTILITY PURPOSES OVER, ACROSS OR THROUGH SUBJECT PROPERTY.

TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND RIGHTS OF WAY AS SET FORTH IN ACCESS EASEMENT AGREEMENT BY AND BETWEEN UTAH FARM PRODUCTION CREDIT ASSOCIATION AND MICHAEL A. VERNON AND SUZANNE E. SCHAUB RECORDED OCTOBER 4, 1980 IN BOOK 397 AT PAGE 141.

TERMS, CONDITIONS, PROVISIONS, OBLIGATIONS, EASEMENTS AND RIGHTS OF WAY AS SET FORTH IN ELECTRIC EASEMENT AGREEMENT BY AND BETWEEN IAN ROBERTSON, GOLDIE HAWN, DRUCILLA FINKLE AND CHERYL SANDERS RECORDED NOVEMBER 2, 1993 IN BOOK 729 AT PAGE 105.

TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 96-145, AN EMERGENCY RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PITKIN COUNTY, COLORADO, ESTABLISHING A MORATORIUM ON ISSUANCE OF BUILDING PERMITS FOR DEVELOPMENT ON REAL PROPERTY ACCESSED BY THE SHIELD O TERRACE AND THE SHIELD O MESA ROADS AND MODIFYING ROAD STANDARDS FOR SHIELD O TERRACE AND SHIELD O MESA ROADS, RECORDED JANUARY 31, 1997 UNDER RECEPTION NO. 401412.

TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS OF RESOLUTION NO. 98-187 RECORDED OCTOBER 28, 1999 AS RECEPTION NO. 423826 AND RESOLUTION NO.98-191 RECORDED OCTOBER 28, 1999 AS RECEPTION NO. 423827.

ANY AND ALL EASEMENTS, RIGHTS OF WAY, PLAT NOTES AND ANY OTHER MATTERS AS SHOWN ON THE HALL NO. 3 1041 HAZARD REVIEW PLAT RECORDED IN PLAT BOOK 48 AT PAGE 40.

TERMS, AGREEMENTS, PROVISIONS, CONDITIONS AND OBLIGATIONS OF RESOLUTION NO. 97-72 RECORDED APRIL 22, 1997 AS RECEPTION NO. 403644.

**TITLE CHAIN FOR HARTMAN PROPERTY - AFTER MAY 1, 1991:**  
Lot 6A, Shield-O-Terraces, Account # R006644 Parcel # 264522400008

March 3, 1988 Book 558 Page 356 Reception No. 298018

QCD: Debra K. Hartman, grantor

Harold J. Hartman, grantee

June 8, 2004 Reception No. 498440

SWD: Harold J. Hartman, grantor

Harold J. Hartman and Joy F. Hartman, grantees

Recorded at \_\_\_\_\_ o'clock \_\_\_\_\_ M., \_\_\_\_\_  
Reception No. \_\_\_\_\_ Recorder.

BOOK 558 PAGE 356  
DFB

QUIT CLAIM DEED

298018

THIS DEED, Made this 1st day of March, 1988,  
between DEBRA K. HARTMAN

SILVIA DAVIS  
PITKIN CNTY RECORDER

of the County of Pitkin and State of  
Colorado, grantor(s), and HAROLD J. HARTMAN

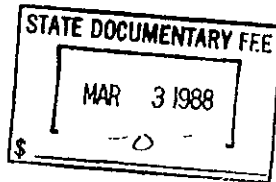
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whose legal address is 0186 Old Point Way,  
Snowmass 81654  
of the County of Pitkin and State of Colorado, grantee(s).

WITNESSETH, That the grantor(s), for and in consideration of the sum of  
Ten Dollars (\$10.00) and other good and valuable consideration-----DOLLARS  
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 grantee(s), his heirs, successors and assigns,  
forever, all the right, title, interest, claim and demand which the grantor(s) has in and to the real property, together with  
improvements, if any, situate, lying and being in the County of Pitkin and State of  
Colorado, described as follows:

See Exhibit A, attached hereto and incorporated herein

PG-1047



3-3-88

also known by street and number as:

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(s), either in law or equity, to  
the only proper use, benefit and behoof of the grantee(s), his heirs and assigns forever.

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

*Debra K. Hartman*  
Debra K. Hartman

STATE OF COLORADO,

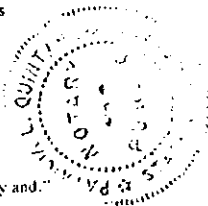
} ss.

County of Garfield

The foregoing instrument was acknowledged before me this 1st day of March, 1988,  
by Debra K. Hartman.

My commission expires \_\_\_\_\_, 19\_\_\_\_  
My Commission expires  
July 31, 1991

Witness my hand and official seal.



*Patricia L. Zwartse*  
Patricia L. Zwartse  
Notary Public

\*If in Denver, insert "City and."



EXHIBIT A

That Part of the North Half of the Southeast Quarter of Section 22, Township 9 South, Range 86 West, of the 6th P.M., described as follows:

BEGINNING AT POINT which bears North 36 41'00" East 2366.03 feet from the South Quarter Corner of said Section 22, thence North 16 21'00" West 286.41 feet; thence South 80 52'00" West 245.89 feet; thence South 54 22'00" West 156.75 feet; thence South 36 32'00" East 179.68 feet; thence South 01 17'00" East 46.47 feet; thence North 82 18'00" East 345.92 feet to the POINT OF THE BEGINNING.

Together with an Easement and Right of Way for ingress and egress over and along the following described parcel:

A strip of land being 30 feet on both sides of the following described line:

BEGINNING AT A POINT on the Snowmass Road being 879.79 feet North 57 13' East from the South 1/4 corner of Section 22, Township 9 South, Range 85 West of the 6th P.M., thence North 49 58' West 45.08 feet, South 35 01' West 161.84 feet, thence South 47 17' West 363.60 feet; South 64 17' West 272.73 feet, South 47 07' West 394.61 feet; North 33 30' East 320.00 feet; North 22 14' East 126.94 feet; North 13 01' East 287.96 feet; North 27 36' East 264.86 feet; North 17 41' East 242.66 feet; North 38 15' East 214.72 feet; North 34 53' East 103.56 feet; thence North 12 40' East 183.43 feet; North 85 06' East 184.37 feet; North 45 04' East 70.54 feet; North 36 04' East 298.77 feet; North 37 14' East 90.82 feet; North 25 07' East 193.69 feet; North 01 17' West 46 47' feet; North 36 32' West 179.68 feet; North 54 22' East 156.75 feet; North 80 52' East 245.89 feet to a point 2548.45 feet North 31 32' East from the South 1/4 corner of Section 22, Township 9 South, Range 86 West, of the 6th P.M.

COUNTY OF PITKIN,  
STATE OF COLORADO

3-3-88





**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

That part of the North Half of the Southeast Quarter of Section 22, Township 9 South, Range 86 West of the 6th P.M., described as follows:

BEGINNING AT A POINT which bears North 36°41'00" East 2366.03 feet from South Quarter Corner of said Section 22;  
thence North 16°21'00" West 286.41 feet;  
thence South 80°52'00" West 245.89 feet;  
thence South 54°22'00" West 156.75 feet;  
thence South 36°32'00" East 179.68 feet;  
thence South 01°17'00" East 46.47 feet;  
thence North 82°18'00" East 345.92 feet to the POINT OF BEGINNING.

Together with an easement and right of way for ingress and egress over and along the following described parcel: A strip of land being 30 feet on both sides of the following described line: BEGINNING AT A POINT on the Snowmass Road being 879.79 feet North 57°13' East from the South 1/4 corner of Section 22, Township 9 South, Range 86 West of the 6th P.M.,  
thence North 59°58' West 45.08 feet, South 35°01' West 161.84,  
thence South 47°07' West 363.60 feet;  
South 64°17' West 272.73 feet;  
South 47°07' West 394.61 feet;  
North 33°30' East 320.00 feet;  
North 22°14' East 126.94 feet;  
North 13°01' East 287.96 feet;  
North 27°36' East 264.86 feet;  
North 17°41' East 242.66 feet;  
North 38°15' East 214.72 feet;  
North 34°53' East 103.56 feet;  
thence North 12°40' East 183.43 feet;  
North 85°06' East 184.37 feet;  
North 45°04' East 70.54 feet;  
North 36°04' East 298.77 feet;  
North 01°17' West 46.47 feet;  
North 36°32' West 179.68 feet;  
North 54°22' East 156.75 feet;  
North 80°52' East 245.89 feet to a point 2548.45 feet;  
North 31°32' East from the South 1/4 corner of Section 22, Township 9 South, Range 86 West of the 6th P.M.

TITLE CHAIN OF OWNERSHIP FOR MEYERS PROPERTY AFTER MAY 1, 1991:  
Lot 12-A, Shield-O-Terraces, Account # R006357 Parcel # 264522400010  
(Deeds attached.)

September 21, 1990 Book 630 Page 7 Reception No. 326429  
WD: Walter McBride and Mai McBride, grantors  
B. Joseph Krabacher, grantee

September 21, 1990 Book 630 Page 10 Reception No. 326430  
WD: B. Joseph Krabacher, grantor  
Edward R. Patton and Irene S. Patton, grantees

August 14, 1991 Book 654 Page 59 Reception No. 335492  
WD: Edward R. Patton and Irene S. Patton, grantors  
Rhona L. Hoffman, grantee

August 14, 1991 Book 654 Page 63 Reception No. 335493  
QCD: Edward R. Patton and Irene S. Patton, grantors  
Rhona L. Hoffman, grantee

April 20, 1992 Book 674 Page 998 Reception No. 343776  
QCD: Rhona L. Hoffman, grantor  
Rhona Hoffman as Trustee under the provisions of a trust agreement dated the 29<sup>th</sup>  
day of January 1992 and known as the Rhona Hoffman Revocable Trust, grantee

July 11, 1997 Reception No. 406251  
WD: Rhona L. Hoffman, grantor  
William B. Meyers, grantee

March 28, 2000 Reception no. 441760  
SWD: William B. Meyers, grantor  
William B. Meyers and Jill Teitelbaum, grantees

June 1, 2001 Reception No. 455051  
SWD: William B. Meyers and Jill Teitelbaum, grantors  
William B. Meyers and Jill Teitelbaum, grantees

June 13, 2001 Reception No. 455381  
WD: Rhona Hoffman as Trustee under the provisions of a Trust Agreement dated the 29<sup>th</sup>  
day of January 1992 and known as the Rhonda Hoffman Revocable Trust, grantor  
William B. Meyers, grantee

D.F.#8.95

#326429 09/21/90 11:47 Rec \$15.00 BK 630 PG 7  
Silvia Davis, Pitkin Cnty Clerk, Doc #8.95

WARRANTY DEED

THIS DEED, made this 20<sup>th</sup> day of September, 1990, BETWEEN WALTER MCBRIDE, a single person, and MAI MCBRIDE, a single person, of the State of Florida, Grantors, and B. JOSEPH KRABACHER, of the State of Colorado, whose legal address is 201 No. Mill St STE 202 Aspen, Colorado 81611, Grantees.

WITNESS, that the Grantors, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, have granted, bargained and sold and conveyed, and by these presents does grant, bargain, sell convey and confirm unto the Grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property with improvements, if any, situate, lying and being in the County of Pitkin, State of Colorado, described as follows:

Lot 12-A, SHIELD-O-TERRACE, more particularly described as follows:

A tract of Land in Lots 1 and 3, Section 22, Township 9 South, Range 86 West of the 6th Principal Meridian, more particularly described as follows:

BEGINNING at a point being 1398.14 feet North 22°00' East from the South One Quarter Corner of Section 22, Township 9 South, Range 86 West of the 6th Principal Meridian; Thence North 85°06' East 184.37 feet; Thence North 45°04' East 70.54 feet; Thence North 36°04' East 298.77 feet; Thence North 37°14' East 90.82 feet; Reserving a 30 foot right of way and utility easement on the Southerly and Easterly side of the above described four courses; Thence South 53°30' East 350.00 feet; Thence South 58°03' West 593.88 feet; Thence North 64°37' West 115.0 feet; Thence North 77°06' West 155.16 feet; Reserving a 15 foot utility easement on the Northerly and Easterly sides of the above described last two courses; Thence North 12°40' East 60.55 feet; Reserving a 30 foot right of way and utility easement on the Easterly side of the above described course, To the Point of Beginning.

TOGETHER with a right of way for ingress and egress to and from road along presently constructed roadway, as granted in instruments reocrded in Book 228, at Page 580 and in Book 235, at Page 159, County of Pitkin, State of Colorado.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantees, their heirs and assigns forever. And the Grantors, for themselves, their heirs and personal representatives does covenant, grant, bargain and agree to and with the Grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above conveyed, have good, sure perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature

Pct-4818  
R# 326429  
Transfer Declaration Received

9-21-90

whatsoever, except:

SUBJECT TO:

- (1) The lien for real property taxes for 1990, due and payable in 1991, and subsequent years.
- (2) Reservations and exceptions as contained in United States Patents recorded in Book 55, at Page 187, and in Book 55, at Page 509 and Right of Way for ditches or canals constructed by the authority of the United States.
- (3) One-half (1/2) of the oil, gas and other hydrocarbon minerals within subject property, together with the right of ingress and egress and use of the surface to prospect for, mine and remove the same, as reserved by instrument recorded October 2, 1951 in Book 176, at Page 603.
- (4) One-fourth (1/4) of the oil, gas and other minerals within subject property, together with the right of ingress and egress to prospect for, mine and remove the same, by instrument recorded June 1, 1967 in Book 227, at Page 226.
- (5) Restrictions contained in instrument recorded June 24, 1968 in Book 235, at Page 137 and in instrument recorded September 1, 1967 in Book 228, at Page 580.
- (6) Easement and Right of Way for ingress and egress as set forth in instrument recorded in Book 220, at Page 190 and various other instruments of record.
- (7) Easements as reserved in instrument recorded June 24, 1968 in Book 235, at Page 137, and in instrument recorded September 1, 1967 in Book 228, at Page 580.
- (8) Any and all roads as conveyed in various Deeds of record.
- (9) Easement and Right of Way as set forth in instrument recorded in Book 245, at Page 697.
- (10) All mineral rights reserved in instrument recorded September 1, 1967 in Book 228, at Page 580.
- ~~(11) Terms, conditions, restrictions, reservations, provisions and obligations as set forth in instrument recorded July 19, 1990 at Book 625 at Page 156.~~

All of the above instruments as recorded in the real property records of Pitkin County, Colorado.

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

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

Signed, sealed and delivered  
in the presence of:

X Stephen Bonh...  
X Scott...

X Walter McBride  
WALTER MCBRIDE

9-21-90

STATE OF FLORIDA )  
                          ) **BROWARD** SS.  
COUNTY OF ~~DADE~~ )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared WALTER MCBRIDE, a single person, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 12<sup>th</sup> day of September, 1990.

Notary Public, State of Florida  
My Commission Expires July 12, 1993  
Banded thru Tray, FA Insurance Inc.  
My commission expires:

*Stephen G. Stiles*  
NOTARY PUBLIC, STATE OF FLORIDA

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

Signed, sealed and delivered  
in the presence of:  
*Joseph R. Colletti*  
*Joseph R. Colletti*

*Mai McBride*  
MAI MCBRIDE

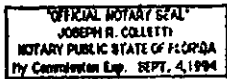
STATE OF FLORIDA )  
                          ) SS.  
COUNTY OF DADE )

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared MAI MCBRIDE, a single person, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that she executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 20<sup>th</sup> day of September, 1990.

My commission expires:

*Joseph R. Colletti*  
NOTARY PUBLIC, STATE OF FLORIDA



THIS INSTRUMENT PREPARED BY:

JOSEPH R. COLLETTI, ESQUIRE  
3550 BISCAYNE BOULEVARD  
SUITE 610  
MIAMI, FLORIDA 33137  
(305) 576-2600

9-21-90

326430

Dr. #8.95

#326430 09/21/90 11:48 Rec \$15.00 BK 630 PG 10  
Silvia Davis, Pitkin Cnty Clerk, Doc #8.95

WARRANTY DEED

THIS DEED, made this 20<sup>th</sup> day of September, 1990, BETWEEN B. JOSEPH KRABACHER, of the State of Colorado, Grantor, and EDWARD R. PATTON and IRENE S. PATTON, his wife, of the State of Colorado, whose legal address is 611 <sup>SOUTH</sup> West End Street, Aspen, Colorado 81611, Grantees. <sub>NUMBER 2</sub>

WITNESS, that the Grantors, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable consideration, the receipt of which is hereby acknowledged, have granted, bargained and sold and conveyed, and by these presents does grant, bargain, sell convey and confirm unto the Grantees, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the real property with improvements, if any, situate, lying and being in the County of Pitkin, State of Colorado, described as follows:

Lot 12-A, SHIELD-O-TERRACE, more particularly described as follows:

A tract of Land in Lots 1 and 3, Section 22, Township 9 South, Range 86 West of the 6th Principal Meridian, more particularly described as follows:

BEGINNING at a point being 1398.14 feet North 22°00' East from the South One Quarter Corner of Section 22, Township 9 South, Range 86 West of the 6th Principal Meridian; Thence North 85°06' East 184.37 feet; Thence North 45°04' East 70.54 feet; Thence North 36°04' East 298.77 feet; Thence North 37°14' East 90.82 feet; Reserving a 30 foot right of way and utility easement on the Southerly and Easterly side of the above described four courses; Thence South 53°30' East 350.00 feet; Thence South 58°03' West 593.88 feet; Thence North 64°37' West 115.0 feet; Thence North 77°06' West 155.16 feet; Reserving a 15 foot utility easement on the Northerly and Easterly sides of the above described last two courses; Thence North 12°40' East 60.55 feet; Reserving a 30 foot right of way and utility easement on the Easterly side of the above described course, To the Point of Beginning.

TOGETHER with a right of way for ingress and egress to and from road along presently constructed roadway, as granted in instruments recorded in Book 228, at Page 580 and in Book 235, at Page 159, County of Pitkin, State of Colorado.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantees, their heirs and assigns forever. And the Grantors, for themselves, their heirs and personal representatives does covenant, grant, bargain and agree to and with the Grantees, their heirs and assigns, that at the time of the ensealing and delivery of these presents they are well seized of the premises above conveyed, have good, sure perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature



PCT-4818

R# 326430  
Transfer Declaration Received

9-21-90



whatsoever, except:

SUBJECT TO:

(1) The lien for real property taxes for 1990, due and payable in 1991, and subsequent years.

(2) Reservations and exceptions as contained in United States Patents recorded in Book 55, at Page 187, and in Book 55, at Page 509 and Right of Way for ditches or canals constructed by the authority of the United States.

(3) One-half (1/2) of the oil, gas and other hydrocarbon minerals within subject property, together with the right of ingress and egress and use of the surface to prospect for, mine and remove the same, as reserved by instrument recorded October 2, 1951 in Book 176, at Page 603.

(4) One-fourth (1/4) of the oil, gas and other minerals within subject property, together with the right of ingress and egress to prospect for, mine and remove the same, by instrument recorded June 1, 1967 in Book 227, at Page 226.

(5) Restrictions contained in instrument recorded June 24, 1968 in Book 235, at Page 137 and in instrument recorded September 1, 1967 in Book 228, at Page 580.

(6) Easement and Right of Way for ingress and egress as set forth in instrument recorded in Book 220, at Page 190 and various other instruments of record.

(7) Easements as reserved in instrument recorded June 24, 1968 in Book 235, at Page 137, and in instrument recorded September 1, 1967 in Book 228, at Page 580.

(8) Any and all roads as conveyed in various Deeds of record.

(9) Easement and Right of Way as set forth in instrument recorded in Book 245, at Page 697.

(10) All mineral rights reserved in instrument recorded September 1, 1967 in Book 228, at Page 580.

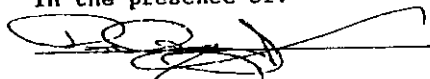
~~(11) Terms, conditions, restrictions, reservations, provisions and obligations as set forth in instrument recorded July 19, 1990 at Book 625 at Page 156.~~

All of the above instruments as recorded in the real property records of Pitkin County, Colorado.

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

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

Signed, sealed and delivered  
in the presence of:

  
Silvia W. Davis

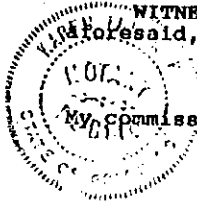
  
B. JOSEPH KRABACHER

9-21-90

STATE OF COLORADO )  
COUNTY OF Pitkin ) SS.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared B. JOSEPH KRABACHER, to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 21 day of September, 1990.



Karen Thomas  
NOTARY PUBLIC, STATE OF COLORADO

My commission expires: 3/20/93

9-21-90

THIS INSTRUMENT PREPARED BY:

JOSEPH R. COLLETTI, ESQUIRE  
3550 BISCAYNE BOULEVARD  
SUITE 610  
MIAMI, FLORIDA 33137  
(305) 576-2600

335492

#335492 08/14/91 11:49 Rec \$20.00 BK 454 P8 59  
Silvia Davis, Pitkin Cnty Clerk, Doc \$9.35

WARRANTY DEED

THIS DEED, made this 14 day of August, 1991, between Edward R. Patton and Irene S. Patton of the County of Pitkin and State of Colorado, Grantor, and Rhona L. Hoffman, whose legal address is 230 E. Delaware Place 2W, Chicago, Illinois 60611, Grantee.

WITNESSETH, 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, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the Grantee and Grantee's heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Pitkin and State of Colorado described as follows:

As set forth on Exhibit "A" attached hereto and incorporated herein by this reference.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantee and Grantee's heirs and assigns forever. And the Grantor, for Grantor and Grantor's heirs, and personal representatives, does covenant, grant, bargain, and agree to and with the Grantee and Grantee's, heirs and assigns, that at the time of the ensealing and delivery of these presents, Grantor is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except as set forth on Exhibit "B" attached hereto and incorporated herein by this reference.

The Grantor shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the Grantee and Grantee's heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

R# 335492  
Transfer Declaration Received

PCT-5646

8.14.91

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

*Edward R. Patton*  
Edward R. Patton

*Irene S. Patton*  
Irene S. Patton

STATE OF Colorado )  
COUNTY OF Pitkin ) ss.

The foregoing instrument was acknowledged before me this 12<sup>th</sup> day of August, 1991 by Edward R. Patton and Irene S. Patton.

WITNESS my hand and seal.

My commission expires: 1/24/92

*Cheryl Heiberger*  
Notary Public

patton\41



8-14-91

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 12-A, SHIELD-O-TERRACE, more particularly described as follows:

A tract of Land in Lots 1 and 3, Section 22, Township 9 South, Range 86 West of the 6th Principal Meridian, more particularly described as follows:

BEGINNING at a point being 1398.14 feet North 22°00' East from the South One Quarter Corner of Section 22, Township 9 South, Range 86 West of the 6th Principal Meridian;

Thence North 85°06' East 184.37 feet;

Thence North 45°04' East 70.54 feet;

Thence North 36°04' East 298.77 feet;

Thence North 37°14' East 90.82 feet;

Reserving a 30 foot right of way and utility easement on the Southerly and Easterly side of the above described four courses,

Thence South 53°30' East 350.00 feet;

Thence South 58°03' West 593.88 feet;

Thence North 64°37' West 115.0 feet;

Thence North 77°06' West 155.16 feet;

Reserving a 15 foot utility easement on the Northerly and Easterly sides of the above described last two courses;

Thence North 12°40' East 60.55 feet;

Reserving a 30 foot right of way and utility easement on the Easterly side of the above described course, To the Point of Beginning.

TOGETHER with a right of way for ingress and egress to and from road along presently constructed roadway, as granted in instruments recorded in Book 228 at Page 580 and in Book 235 at Page 159.

COUNTY OF PITKIN,  
STATE OF COLORADO

8-14-91



Exhibit "B"

Taxes due and payable; and any tax, special assessment, charge or lien imposed for water or sewer service or for any other special taxing district.

Reservations and exceptions as contained in United States Patents recorded in Book 55 at Page 187 and in Book 55 at Page 509 as follows:

Right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted; and Right of Way for ditches or canals constructed by the authority of the United States.

One-half (1/2) of the oil, gas and other hydrocarbon minerals within subject property, together with the right of ingress and egress and use of the surface to prospect for, mine, and remove the same, as reserved by instrument recorded October 2, 1951 in Book 176 at Page 603.

One-fourth (1/4) of the oil, gas and other minerals within subject property together with the right of ingress and egress to prospect for, mine and remove the same, as reserved to J. Burton Tuttle by instrument recorded June 1, 1967 in Book 227 at Page 226.

- Restrictions which do not contain a forfeiture or reverter clause, but omitting restrictions, if any, based on race, color, religion or national origin, as contained in instrument recorded June 24, 1968 in Book 235 at Page 137 and in instrument recorded September 1, 1967 in Book 228 at Page 580.
- Easement and Right of Way for ingress and egress as set forth in instrument recorded in Book 220 at Page 190 and various other instruments of record.
- Easements as reserved in instrument recorded June 24, 1968 in Book 235 at Page 137, and in instrument recorded September 1, 1967 in Book 228 at Page 580.
- Any and all roads as existing and in place and as conveyed by Jan R. Christensen in various Deeds of record.
- Easement and Right of Way as set forth in instrument recorded in Book 245 at Page 697.
- All mineral rights as reserved to Jan R. Christensen in instrument recorded September 1, 1967 in Book 228 at Page 580.

43-14-41

55-114-41  
Rec # 335493

#335493 08/14/91 11:50 Rec \$10.00 BK 654 PB 63  
Silvia Davis, Pitkin Cnty Clerk, Doc \$1.00

QUIT CLAIM DEED

THIS DEED, Made this 14 day of August, 1991,  
between Edward R. Patton and Irene S. Patton of the County of Pitkin  
and State of Colorado, Grantor, and Rhona L. Hoffman, whose legal  
address is 230 E. Delaware Place 2W, Chicago, Illinois 60611, of the  
County of \_\_\_\_\_ and State of Illinois, Grantee,

WITNESSETH, That the Grantor, for and in consideration of the sum  
of Ten Dollars (\$10.00) 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 Grantee, Grantee's heirs, successors and assigns,  
forever, all the right, title, interest, claim and demand which the  
Grantor has in and to all water, water rights, and water permits, if  
any, which are a part of or pertain to the real property situate,  
lying, and being in the County of Pitkin and State of Colorado,  
described as follows:

As set forth on Exhibit "A" attached hereto and incorporated  
herein by this reference.

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 in equity, to the  
only proper use, benefit and behoof of the Grantee, Grantee's heirs  
and assigns forever.

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

IN WITNESS WHEREOF, The Grantor has executed this deed on the  
date set forth above.

[Signature]  
Edward R. Patton

[Signature]  
Irene S. Patton

STATE OF Colorado )  
COUNTY OF Pitkin ) ss.

The foregoing instrument was acknowledged before me this 14<sup>th</sup>  
day of August, 1991 by Edward R. Patton and Irene S.  
Patton.

WITNESS my hand and seal.

My Commission expires: 2/24/92



[Signature]  
Notary Public

PCT-5646

5-114-41

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 12-A, SHIELD-O-TERRACE, more particularly described as follows:

A tract of Land in Lots 1 and 3, Section 22, Township 9 South, Range 86 West of the 6th Principal Meridian, more particularly described as follows:

BEGINNING at a point being 1398.14 feet North 22°00' East from the South One Quarter Corner of Section 22, Township 9 South, Range 86 West of the 6th Principal Meridian;  
Thence North 85°06' East 184.37 feet;  
Thence North 45°04' East 70.54 feet;  
Thence North 36°04' East 298.77 feet;  
Thence North 37°14' East 90.82 feet;  
Reserving a 30 foot right of way and utility easement on the southerly and Easterly side of the above described four courses,  
Thence South 53°30' East 350.00 feet;  
Thence South 58°03' West 593.88 feet;  
Thence North 64°37' West 115.0 feet;  
Thence North 77°06' West 155.16 feet;  
Reserving a 15 foot utility easement on the Northerly and Easterly sides of the above described last two courses;  
Thence North 12°40' East 60.55 feet;  
Reserving a 30 foot right of way and utility easement on the Easterly side of the above described course, To the Point of Beginning.

TOGETHER with a right of way for ingress and egress to and from road along presently constructed roadway, as granted in instruments recorded in Book 228 at Page 580 and in Book 235 at Page 159.

COUNTY OF PITKIN,  
STATE OF COLORADO

5.14.91



343776

DEED IN TRUST  
(ILLINOIS)  
COLORADO

CAUTION: Consult a lawyer before using or acting under this form. Neither the publisher nor the seller of this form makes any warranty with respect thereto, including any warranty of merchantability or fitness for a particular purpose.

THE GRANTOR

343776 04/20/92 15:31 Rec \$10.00 BK 676 PG 970  
Silvia Davis, Pitkin Cnty Clerk, Doc \$ .00

RHONA L. HOFFMAN

of the County of Cook and State of Illinois  
for and in consideration of Ten and no/100 (\$10.00)  
Dollars, and other good and valuable considerations in hand paid,  
Convey X and (WARRANTS /QUIT CLAIM X) unto  
Rhona Hoffman  
230 East Delaware, Unit 2U  
Chicago, IL 60611

(The Above Space For Recorder's Use Only)

as Trustee under the provisions of a trust agreement dated the 29th day of January, 1992, and known as Trust  
the Rhona Hoffman Revocable Trust  
hereinafter referred to as "Trust," regardless of the number of trustees, and unto all and every successor or  
successors in trust under said trust agreement, the following described real estate in the County of Pitkin and State of  
Colorado, to wit:

See attached Exhibit "A"

Permanent Real Estate Index Number(s):

Address(es) of real estate: Lot 128, Shield-O-Terrace Subdivision, Snowmass, CO 81654

TO HAVE AND TO HOLD the said premises with the appurtenances upon the trusts and for the uses and purposes herein and in said  
trust agreement set forth.

Full power and authority are hereby granted to said trustee to improve, manage, protect and subdivide said premises or any part  
thereof; to dedicate parks, streets, highways or alleys; to vacate any subdivision or part thereof; and to resubdivide said property as often as  
desired; to contract to sell; to grant options to purchase; to sell on any terms; to convey either with or without consideration; to convey said  
premises or any part thereof to a successor or successors in trust and to grant to such successor or successors in trust all of the title, estate,  
powers and authorities vested in said trustee; to donate, to dedicate, to mortgage, pledge or otherwise encumber said property, or any part  
thereof; to lease said property, or any part thereof, from time to time, in possession or reversion, by leases to commence in present or in  
future, and upon any terms and for any period or periods of time, not exceeding in the case of any single demise the term of 125 years, and to  
renew or extend leases upon any terms and for any period or periods of time and to amend, change or modify leases and the terms and  
provisions thereof at any time or any part thereof; to contract to make leases and to grant options to lease and options to renew leases and  
options to purchase the whole or any part of the reversion and to contract respecting the manner of fixing the amount of present or future  
rentals; to partition or to exchange said property, or any part thereof, for other real or personal property; to grant easements or charges of any  
kind; to release, convey or assign any right, title or interest in or about or easement appurtenant to said premises or any part thereof; and to  
deal with said property and every part thereof in all other ways and for such other considerations as it would be lawful for any person owning  
the same to deal with the same, whether similar to or different from the ways above specified, at any time or times hereafter.

In no case shall any party dealing with said trustee in relation to said premises, or to whom said premises or any part thereof shall be  
conveyed, contracted to be sold, leased or mortgaged by said trustee, be obliged to see that the application of any purchase money, rent, or  
money borrowed or advanced on said premises, or be obliged to see that the terms of this trust have been complied with, or be obliged to  
inquire into the necessity or expediency of any act of said trustee, or be obliged or privileged to inquire into any of the terms of said trust  
agreement; and every deed, trust deed, mortgage, lease or other instrument executed by said trustee in relation to said real estate shall be  
conclusive evidence in favor of every person relying upon or claiming under any such conveyance, lease or other instrument, (a) that at the  
time of the delivery thereof the trust created by this indenture and by said trust agreement was in full force and effect; (b) that such  
conveyance or other instrument was executed in accordance with the trusts, conditions and limitations contained in this indenture and in said  
trust agreement or in some amendment thereof and binding upon all beneficiaries hereunder; (c) that said trustee was duly authorized and  
empowered to execute and deliver every such deed, trust deed, lease, mortgage or other instrument; and (d) if the conveyance is made to a  
successor or successors in trust, that such successor or successors in trust have been properly appointed and are fully vested with all the title,  
estate, rights, powers, authorities, duties and obligations of its, his or their predecessor in trust.

The interest of each and every beneficiary hereunder and of all persons claiming under them or any of them shall be only in the  
earnings, avails and proceeds arising from the sale or other disposition of said real estate, and such interest is hereby declared to be personal  
property, and no beneficiary hereunder shall have any title or interest, legal or equitable, in or to said real estate as such, but only an interest  
in the earnings, avails and proceeds thereof as aforesaid.

If the title to any of the above lands is now or hereafter registered, the Registrar of Titles is hereby directed not to register or note in the  
certificate of title or duplicate thereof, or memorial, the words "in trust," or "upon condition," or "with limitations," or words of similar  
import, in accordance with the statute in such case made and provided.

And the said grantor hereby expressly waive and release any and all right or benefit under and by virtue of any and all  
provisions of the State of Illinois, providing for the exemption of homesteads from sale on execution or otherwise.

In Witness Whereof, the grantor aforesaid has hereunto set her hand and seal this

day of April, 1992  
Rhona Hoffman (SEAL)  
Rhona L. Hoffman

(SEAL)

State of Illinois, County of Cook ss.

I, the undersigned, a Notary Public in and for said County, in the State aforesaid, DO HEREBY  
CERTIFY that Rhona L. Hoffman  
personally known to me to be the same person whose name is subscribed to the  
foregoing instrument, appeared before me this day in person, and acknowledged that she, her  
signed and delivered the said instrument as her free and voluntary act, for the uses and purposes  
therein set forth, including the release and waiver of the right of homestead.

My Commission Expires July 30, 1995  
Given under my hand and official seal this 8th day of April, 1992

Commission expires July 30, 1995 Shandra V. Aguilera  
NOTARY PUBLIC

This instrument was prepared by Leslie R. Korp, Esq., Katten Muchin & Zavis  
(NAME AND ADDRESS)  
525 W. Monroe St., Ste. 1600, Chicago, IL 60661-3693

\*USE WARRANT OR QUIT CLAIM AS PARTIES DESIRE

MAIL TO: Leslie R. Korp, Esq.  
Katten Muchin & Zavis  
525 W. Monroe St., Ste. 1600  
(Address)  
Chicago, IL 60661-3693  
(City, State and Zip)

SEND SUBSEQUENT TAX BILLS TO:

Rhona Hoffman, Trustee  
(Name)  
230 E. Delaware, Unit 2U  
(Address)  
Chicago, IL 60611  
(City, State and Zip)

OR RECORDER'S OFFICE BOX NO. \_\_\_\_\_

AFFIX "RIDERS" OR REVENUE STAMPS HERE  
Transferred for no consideration, Transfer tax exempt.

Signed: Leslie R. Korp Dated: 4/8/92  
Ep. VC: 17

00137

#343776 04/20/92 15:31 Rec \$10.00 BK 674 PG 999  
Silvia Davis, Pitkin Cnty Clerk, Doc \$1.00

EXHIBIT "A"

LEGAL DESCRIPTION

LOT 12-A, SHIELD-0-TERRACE, more particularize described as follows:

A tract of Land in Lots 1 and 3, Section 22, Township 9 South, Range 86 West of the 6th Principal Meridian, more particularly described as follows:

BEGINNING at a point being 1398.14 feet North 22°00' East from the South One Quarter Corner of Section 22, Township 9 South, Range 86 West of the 6th Principal Meridian;

Thence North 85°06' East 184.37 feet;

Thence North 45°04' East 70.54 feet;

Thence North 36°04' East 298.77 feet;

Thence North 37°14' East 90.82 feet;

Reserving a 30 foot right of way and utility easement on the Southerly and Easterly side of the above described four courses,

Thence South 53°30' East 350.00 feet;

Thence South 58°03' West 593.88 feet;

Thence North 64°37' West 115.0 feet;

Thence North 77°06' West 155.16 feet;

Reserving a 15 foot utility easement on the Northerly and Easterly sides of the above described last two courses;

Thence North 12°40' East 60.55 feet;

Reserving a 30 foot right of way and utility easement on the Easterly side of the above described course, To the Point of Beginning.

TOGETHER with a right of way for ingress and egress to and from road along presently constructed roadway, as granted in instruments recorded in Book 228 at Page 580 and in Book 235 at Page 159.

COUNTY OF PITKIN,  
STATE OF COLORADO

4-20-92

406251

# WARRANTY DEED

THIS DEED, made this 11 day of JULY 1997, between RHONA L. HOFFMAN

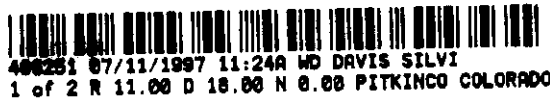
OF THE COUNTY OF Cook, STATE OF IL  
GRANTOR, AND  
WILLIAM B. MEYERS

GRANTEE

whose legal address is :  
C/O CHARLES BRANDT, 420 E.MAIN ASPEN, CO 81611  
COUNTY OF PITKIN, STATE OF CO

WITNESSETH, That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey and confirm unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate and lying and being in the County of PITKIN, State of COLORADO, described as follows:

See Attached Exhibit "A"



Pct 11147

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the Grantor, for himself, his heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, his heirs and assigns, that at the time of the ensembling delivery of the presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except those matters as set forth on Exhibit "B" attached hereto and incorporated herein by reference.

The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of gender shall be applicable to all genders.

*Rhona L. Hoffman*  
RHONA L. HOFFMAN

406251  
TRANSFER DECLARATION RECEIVED 07/11/1997

STATE OF Illinois )  
COUNTY OF Cook ) ss.

The foregoing instrument was acknowledged before me this 11<sup>th</sup> day of July, 19 97, by RHONA L. HOFFMAN

WITNESS my hand and official seal  
my commission expires:

*Catherine Short*



000139

EXHIBIT A

LOT 12-A, SHIELD-0-TERRACE, more particularly described as follows:

A tract of land in Lots 1 and 3, Section 22, Township 9 South, Range 86 West of the 6th Principal Meridian, more particularly described follows:

BEGINNING at a point being 1398.14 feet North 22°00' East from the South Quarter Corner of Section 22, Township 9 South, Range 86 West of the 6th Principal Meridian;

Thence North 85°06' East 184.37 feet;

Thence North 45°04' East 70.54 feet;

Thence North 36°04' East 298.77 feet;

Thence North 37°14' East 90.82 feet;

Reserving a 30 foot right of way and utility easement on the Southerly and Easterly side of the above described four courses;

Thence South 53°30' East 350.00 feet;

Thence South 58°03' West 593.88 feet;

Thence North 64°37' West 115.0 feet;

Thence North 77°06' West 155.16 feet;

Reserving a 15 foot utility easement on the Northerly and Easterly sides of the above described last two courses;

Thence North 12°40' East 60.55 feet;

Reserving a 30 foot right of way and utility easement on the Easterly side of the above described course, to the Point of Beginning.

TOGETHER with a right of way for ingress and egress to and from road along presently constructed roadway, as granted in instruments recorded in Book 228 at Page 580 and in Book 235 at Page 159.

COUNTY OF PITKIN,  
STATE OF COLORADO

  
406251 07/11/1997 11:24A WD DAVIS SILVI  
2 of 2 R 11.00 D 18.00 N 0.00 PITKINCO COLORADO

441760

**Special Warranty Deed**

THIS DEED, Made this 21<sup>st</sup> day of March, 2000 between William B. Meyers, of Cook County, Illinois as Grantor,

and

William B. Meyers and Jill Teitelbaum, as joint tenants with right of survivorship, whose address is 158 West Erie Street, Chicago, Illinois 60610 as Grantees.

Witness, that grantor for and in consideration of good and valuable consideration. the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed and by these presents does grant, bargain, sell, convey and confirm unto grantee, it's successors and assigns forever all the real property, together with improvements situate, lying and being in Pitkin County, State of Colorado, described as follows:

*LOT 12-A, SHIELD-O-TERRACE, more particularly described as follows:*

*A tract of land in Lots 1 and 3, Section 22, Township 9 South, Range 86 West of the 6<sup>th</sup> Principal meridian, more particularly described as follows:*

*BEGINNING at a point being 1398.14 feet North 22 degrees 00 minutes East from the South Quarter Corner of Section 22 Township 9 South, Range 86 West of the 6<sup>th</sup> Principal Meridian;*

*Thence North 85 degrees 06 minutes East 184.37 feet; Thence North 45 degrees 04 minutes East 70.54 feet; Thence North 36 degrees 04 minutes East 298.77 feet; Thence North 37 degrees 14 minutes East 90.82 feet; Reserving a 30 foot right of way and utility easement on the Southerly and Easterly side of the above described four courses; Thence South 53 degrees 30 minutes East 350.00feet; Thence South 58 degrees 03 minutes West 593.88 feet; Thence North 64 degrees 37 minutes West 115.00 feet; Thence North 77 degrees 06 minutes West 155.16 feet; Reserving a 15 foot utility easement on the Northerly and Easterly side of the above described course, to the Point of Beginning.*

*TOGETHER with a right of way for ingress and egress to and from road along presently constructed roadway, as granted in instruments recorded in Book 228 at Page 580 and in Book 235 at page 159 in the Office of the Clerk and Recorder of Pitkin County, Colorado.*

COUNTY OF PITKIN  
STATE OF COLORADO

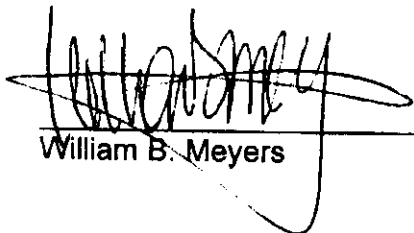
Together with all and singular hereditaments and appurtenances thereto belonging, or in anywise

441760 03/28/2000 01:50P SPEC WD DAVIS SILVI  
1 of 2 R 10.00 D 0.00 N 0.00 PITKIN COUNTY CO

appertaining and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right title interest, claim and demand whatsoever of the Grantor, either in equity or law, 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 appurtenances, unto Grantees, their successors and assigns forever. The Grantor for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the Grantees their successors and assigns that at the time of the execution and delivery of these presents he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except taxes and assessments for the year 2000 and subsequent years, and subject to easements, reservations, restrictions, covenants, rights of way, declarations, bylaws and regulations of record, if any.

The Grantor shall and will Warrant and Defend the above bargained premises in the quiet and peaceable possession of the Grantees, their successors and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under Grantor.

In Witness Whereof, the Grantor has executed this deed on the date set forth above.

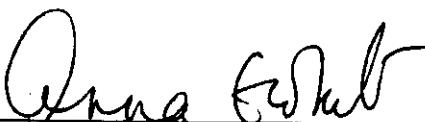
  
\_\_\_\_\_  
William B. Meyers Grantor

STATE OF ILLINOIS            }  
  } ss:  
COUNTY OF COOK            }

Before me, a Notary Public, the foregoing Special Warranty Deed was executed and the signature thereto was acknowledged by William B. Meyers on this 24<sup>th</sup> day of March, 2000.

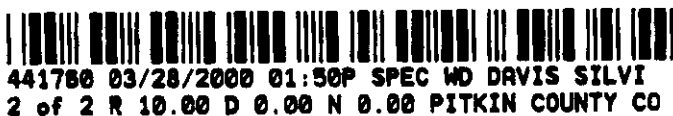
WITNESS MY HAND AND OFFICIAL SEAL.



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

My Commission expires: 06/03/02

When recorded please return to: William B. Meyers, 158 West Erie Street, Chicago, IL 60610





**EXHIBIT "A"  
LEGAL DESCRIPTION**

LOT 12-A, SHIELD-0-TERRACE, more particularly described as follows:

A tract of land in Lots 1 and 3, Section 22, Township 9 South, Range 86 West of the 6th Principal Meridian, more particularly described follows:

BEGINNING at a point being 1398.14 feet North 22°00' East from the South Quarter Corner of Section 22, Township 9 South, Range 86 West of the 6th Principal Meridian;

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Thence North 45°04' East 70.54 feet;

Thence North 36°04' East 298.77 feet;

Thence North 37°14' East 90.82 feet;

Reserving a 30 foot right of way and utility easement on the Southerly and Easterly side of the above described four courses;

Thence South 53°30' East 350.00 feet;

Thence South 58°03' West 593.88 feet;

Thence North 64°37' West 115.0 feet;

Thence North 77°06' West 155.16 feet;

Reserving a 15 foot utility easement on the Northerly and Easterly sides of the above described last two courses;

Thence North 12°40' East 60.55 feet;

Reserving a 30 foot right of way and utility easement on the Easterly side of the above described course, to the Point of Beginning.

TOGETHER with a right of way for ingress and egress to and from road along presently constructed roadway, as granted in instruments recorded in Book 228 at Page 580 and in Book 235 at Page 159.

COUNTY OF PITKIN,  
STATE OF COLORADO



455051 06/01/2001 10:29A SPEC WD DAVIS SILVI  
2 of 2 R 10.00 D 0.00 N 0.00 PITKIN COUNTY CO

Return to:  
CHARLES T. BRANDT & ASSOCIATES  
420 E MAIN, #204  
ASPEN, CO 81611

000144



455381

WARRANTY DEED

THIS IS A CORRECTION DEED TO CORRECT THE CORRECT GRANTEE ON DEED RECORDED IN RECEPTION NO. 406251

THIS DEED, made this April 20, 2001

Between RHONA HOFFMAN AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 29TH DAY OF JANUARY 1992 AND KNOWN AS THE RHONA HOFFMAN REVOCABLE TRUST

of the County of COOK, State of IL, GRANTOR,

AND WILLIAM B. MEYERS, GRANTEE

whose legal address is : 158 WEST ERIE STREET, CHICAGO, IL, 60610

of the County of COOK, State of IL

WITNESSETH, That for and in consideration of the sum of ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the grantor has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell and convey and confirm unto the grantee, his heirs and assigns forever, all the real property together with improvements, if any, situate and lying and being in the County of Pitkin, State of COLORADO, described as follows:

See Attached Exhibit "A"

TOGETHER with all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances. TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the Grantor, for himself, his heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantee, his heirs and assigns, that at the time of the ensealing and delivery of the presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature soever, except those matters as set forth on Exhibit "B" attached hereto and incorporated herein by reference. The grantor shall and will WARRANT AND FOREVER DEFEND the above bargained premises in the quiet and peaceable possession of the grantee, his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof. The singular number shall include the plural, the plural the singular, and the use of gender shall be applicable to all genders.

IN WITNESS WHEREOF the grantor has executed this deed.

*Rhona Hoffman*

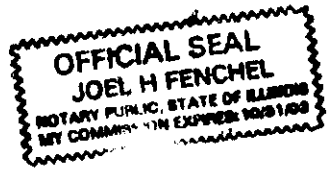
RHONA HOFFMAN AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 29TH DAY OF JANUARY 1992 AND KNOWN AS THE RHONA HOFFMAN REVOCABLE TRUST

STATE OF ILLINOIS  
COUNTY OF COOK ss

The foregoing instrument was acknowledged before me this 26 day of May, 2001, by RHONA HOFFMAN AS TRUSTEE UNDER THE PROVISIONS OF A TRUST AGREEMENT DATED THE 29TH DAY OF JANUARY 1992 AND KNOWN AS THE RHONA HOFFMAN REVOCABLE TRUST.

WITNESS my hand and official seal my commission expires:

*Joel H Fenchel*  
Notary Public



000145


**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

LOT 12-A, SHIELD-0-TERRACE, more particularly described as follows:

A tract of land in Lots 1 and 3, Section 22, Township 9 South, Range 86 West of the 6th Principal Meridian, more particularly described follows:

BEGINNING at a point being 1398.14 feet North 22°00' East from the South Quarter Corner of Section 22, Township 9 South, Range 86 West of the 6th Principal Meridian;  
Thence North 85°06' East 184.37 feet;  
Thence North 45°04' East 70.54 feet;  
Thence North 36°04' East 298.77 feet;  
Thence North 37°14' East 90.82 feet;  
Reserving a 30 foot right of way and utility easement on the Southerly and Easterly side of the above described four courses;  
Thence South 53°30' East 350.00 feet;  
Thence South 58°03' West 593.88 feet;  
Thence North 64°37' West 115.0 feet;  
Thence North 77°06' West 155.16 feet;  
Reserving a 15 foot utility easement on the Northerly and Easterly sides of the above described last two courses;  
Thence North 12°40' East 60.55 feet;  
Reserving a 30 foot right of way and utility easement on the Easterly side of the above described course, to the Point of Beginning.

TOGETHER with a right of way for ingress and egress to and from road along presently constructed roadway, as granted in instruments recorded in Book 228 at Page 580 and in Book 235 at Page 159.

  
455381 06/13/2001 01:10P WD DAVIS SILVI  
2 of 2 R 10.00 D 0.00 N 0.00 PITKIN COUNTY CO

Return to:  
PITKIN COUNTY TITLE, INC.  
601 E. HOPKINS AVE. 3RD FLOOR  
ASPEN, CO 81611

000146

MISCELLANEOUS  
DOCUMENTS

**LARGE PLAT(S)**

**AVAILABLE TO VIEW AT  
COMMUNITY DEVELOPMENT**

**AVAILABLE TO BUY AT  
CLERK & RECORDER**