SAN MIGUEL VALLEY CORP

MILL CREEK RANCH SUB

State of Colorado County of San Miguel) ss Filed for Record at 8:27A O'Clock A M DEC. 29, 2016 and duly recorded in plat bookPLAT1 page 4869-4875

County Clerk & Recorder

By: Releas Doldsmath Deputy
Fees: 71.00

M. Kathleen Erie

PROPERTY DESCRIPTION:

A TRACT OF LAND LYING NORTHERLY OF COLORADO STATE HIGHWAY 145-B WEST ANNEXATION ACCORDING TO THE ANNEXATION MAP RECORDED WITH THE SAN MIGUEL COUNTY CLERK AND RECORDER IN PLAT BOOK 1 AT PAGES 1827-1828 AND WITHIN THE FOLLOWING MINERAL SURVEYS LOCATED IN THE UPPER SAN MIGUEL MINING DISTRICT, THE OHIO PLACER, MINERAL SURVEY NO. 194 AND THE MINETA PLACER MINERAL SURVEY NO. 5418 AND THE ARTHUR FELTON PLACER, MINERAL SURVEY NO. 14813 AND THE VIRGINIA PLACER MINERAL SURVEY NO. 658 AND WITHIN THE HOMESTEAD ENTRY SURVEY NO. 174 AND WITHIN GOVERNMENT LOTS 12 AND 13 OF SECTION 34, TOWNSHIP 43 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO.1 OF SAID VIRGINIA PLACER:

1. THENCE EASTERLY ALONG LINE 1-2 OF SAID VIRGINIA PLACER S59°18'42"E 184.01 FEET TO CORNER NO. 4 OF SAID ARTHUR AND FELTON PLACER; 2. THENCE NORTHERLY ALONG LINE 3-4 OF SAID ARTHUR AND FELTON PLACER N15'38'30"E 657.69 FEET TO CORNER NO. 3 OF SAID ARTHUR AND FELTON

3. THENCE EASTERLY ALONG LINE 2-3 OF SAID ARTHUR AND FELTON PLACER S64°34'00"E 2167.44 FEET TO CORNER NO. 2 OF SAID ARTHUR AND FELTON

4. THENCE SOUTHERLY ALONG LINE 1-2 OF SAID ARTHUR AND FELTON PLACER S33'45'00"W 829.66 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF SAID COLORADO STATE HIGHWAY 145-B WEST ANNEXATION; 5. THENCE WESTERLY ALONG SAID NORTHERN RIGHT OF WAY 5.82 FEET ON THE ARC OF A NON-TANGENTIAL CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 4961.50 FEET, AN INCLUDED ANGLE OF 00°04'02", AND A CHORD OF 5.82 FEET WHICH BEARS N69'09'42"W;

6. THENCE CONTINUING WESTERLY ALONG SAID NORTHERN RIGHT OF WAY N69°11'43"W 1457.53 FEET:

7. THENCE CONTINUING WESTERLY ALONG SAID NORTHERN RIGHT OF WAY 542.68 FEET ON THE ARC OF A NON-TANGENTIAL CURVE, CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2915.00 FEET, AN INCLUDED ANGLE OF 10°40'00", AND A CHORD OF 541.90 FEET WHICH BEARS N74°28'51"W:

8. THENCE CONTINUING WESTERLY ALONG SAID NORTHERN RIGHT OF WAY N81°59'45"W 490.35 FEET TO THE INTERSECTION WITH THE EASTERN BOUNDARY OF THE SUBDIVISION OF THE BROWN HOMESTEAD ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 1 AT PAGE 68, WITH THE CLERK AND RECORDER OF SAN MIGUEL COUNTY

9. THENCE ALONG SAID EASTERN BOUNDARY OF THE SUBDIVISION OF THE BROWN HOMESTEAD N10°24'39"E 278.19 FEET:

10. THENCE ALONG THE NORTHERN BOUNDARY OF SAID SUBDIVISION OF THE BROWN HOMESTEAD N82'02'51"W 232.18 FEET:

11. THENCE CONTINUING ALONG SAID NORTHERN BOUNDARY S40°22′09″W 60.78 12. THENCE CONTINUING ALONG SAID NORTHERN BOUNDARY N80°07'21"W 102.36

13. THENCE CONTINUING ALONG SAID NORTHERN BOUNDARY S09°52'39"W 6.63

14. THENCE CONTINUING ALONG SAID NORTHERN BOUNDARY N81°41'51"W 57.46 FEET TO THE NORTHWEST CORNER OF SAID SUBDIVISION OF THE BROWN

15. THENCE ALONG THE WESTERN BOUNDARY OF SAID SUBDIVISION OF THE BROWN HOMESTEAD S 10°45'39"W 209.84 FEET TO A POINT ON THE NORTHERN RIGHT-OF-WAY OF SAID COLORADO STATE HIGHWAY 145-B WEST ANNEXATION; 16. THENCE WESTERLY ALONG SAID NORTHERN RIGHT OF WAY N79°52'29"W 286.53

17. THENCE CONTINUING WESTERLY ALONG SAID NORTHERN RIGHT OF WAY N61°26'23"W 63.25 FEET:

18. THENCE CONTINUING WESTERLY ALONG SAID NORTHERN RIGHT OF WAY N79'52'29"W 2705.22 FFFT: 19. THENCE CONTINUING WESTERLY ALONG SAID NORTHERN RIGHT OF WAY 14.46

FEET ON THE ARC OF A NON-TANGENTIAL CURVE, CONCAVE TO THE NORTH, HAVING A RADIUS OF 1860.00 FEET, AN INCLUDED ANGLE OF 00°26'43", AND A CHORD OF 14.46 FEET WHICH BEARS N79*40'11"W TO A POINT ON LINE 2-3 OF SAID OHIO PLACER, MINERAL SURVEY NO. 194;

20. THENCE NORTHERLY ALONG LINE 2-3 OF SAID OHIO PLACER N10°00'E 415.15 FEET TO CORNER NO. 2 OF SAID OHIO PLACER; 21. THENCE EASTERLY ALONG LINE 1-2 OF SAID OHIO PLACER S79°54'18"E 303.73 FEET TO CORNER NO. 1 OF THE PILOT KNOB PLACER. MINERAL SURVEY

NO. 7737 UPPER SAN MIGUEL MINING DISTRICT: 22. THENCE NORTHERLY ALONG LINE 1-6 OF SAID PILOT KNOB PLACER NO1°46'24"E 304.13 FEET TO CORNER NO. 6 OF SAID PILOT KNOB PLACER; 23. THENCE WESTERLY ALONG LINE 5-6 OF SAID PILOT KNOB PLACER

N79°56'24"W 304.13 FEET TO CORNER NO. 5 OF SAID PILOT KNOB PLACER: 24. THENCE WESTERLY ALONG LINE 4-5 OF SAID PILOT KNOB PLACER N78°08'54"W 14.12 FEET TO THE INTERSECTION WITH THE NORTHERN LINE OF SAID GOVERNMENT LOT 12;

25. THENCE EASTERLY ALONG THE NORTHERN LINE OF SAID GOVERNMENT LOT 12 N89°57'00"E 978.32 FEET TO THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 12 SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID GOVERNMENT LOT

26. THENCE EASTERLY ALONG THE NORTHERN LINE OF SAID GOVERNMENT LOT 13 N89°57'00"E 1055.87 FEET TO THE INTERSECTION WITH LINE 3-4 OF THE SILVER KING LODE, MINERAL SURVEY NO. 6290 UPPER SAN MIGUEL MINING DISTRICT; 27. THENCE SOUTHERLY ALONG SAID LINE 3-4 OF THE SILVER KING LODE S49°00'00"W 487.34 FEET TO CORNER NO. 4 OF SAID SILVER KING LODE; 28. THENCE EASTERLY ALONG LINE 1-4 OF SAID SILVER KING LODE S41°00'00"E 176.62 FEET TO THE INTERSECTION WITH LINE 3-4 OF SAID MINETA PLACER; 29. THENCE NORTHERLY ALONG LINE 3-4 OF SAID MINETA PLACER N47"06'54"E 656.83 FEET TO CORNER NO. 3 OF SAID MINETA PLACER;

30. THENCE EASTERLY ALONG LINE 2-3 OF SAID MINETA PLACER S79°48'30"E 767.98 FEET TO CORNER NO. 2 OF SAID MINETA PLACER: 31. THENCE SOUTHERLY ALONG LINE 1-2 OF SAID MINETA PLACER \$15°32'00"W 294.16 FEET TO CORNER NO. 3 OF SAID HOMESTEAD ENTRY SURVEY NO. 174;

32. THENCE EASTERLY ALONG LINE 3-4 OF SAID HOMESTEAD ENTRY SURVEY NO. 300 174 S79°14'18"E 1086.43 FEET TO CORNER NO. 4 OF SAID HOMESTEAD ENTRY 33. THENCE SOUTHERLY ALONG LINE 1-4 OF SAID HOMESTEAD ENTRY SURVEY, NO. 174 S14°59'00"W 384.45 FEET TO CORNER NO. 1 OF SAID HOMESTEAD ENTRY

SURVEY NO. 174, ALSO BEING CORNER 1 OF SAID VIRGINIA PLACER AND THE POINT OF BEGINNING:

COUNTY OF SAN MIGUEL, STATE OF COLORADO.

DECLARANT'S PLAT CERTIFICATE:

Effective Date: December 28, 2016

San Miguel Valley Corporation, a Colorado corporation ("Declarant"), as the current fee simple owner of the Property, does hereby state and affirm as follows:

Definitions. The following defined terms shall be given the following meaning in this Plat. Any capitalized term used herein and not defined below shall be given the same meaning ascribed to the term in the Development Agreement or the Declaration.

"Act" means the Colorado Common Interest Ownership Act, Section 38-33.3-101, et seq. of the Colorado Revised Statutes, as it may be amended from time to time.

"Association" means The Mill Creek Ranch Homeowners Association, Inc., a Colorado nonprofit corporation, its successors and assigns.

"Building Envelope" means that portion of a Lot which is depicted and designated as the "Buildina Envelope" on this Plat.

"Common Area" means any portion of the Community designated in the Declaration or on this Plat or any Supplemental Plat as a Common Area, a General Common Area or a Limited Common Area and which is owned or leased or maintained by the Association for the common use and enjoyment of the Owners and Occupants or some of them, including the Association Parcels and the Private Road Access Parcels.

"Community" means the Mill Creek Ranch Subdivision/PUD, which is intended to be a Colorado common interest ownership community formed in accordance with the Act and pursuant to the Declaration and Plat. as amended from time to time.

"Community Governing Documents" means the basic documents creating and governing the Community, including, but not limited to, the Declaration, this Plat, the Articles of Incorporation and Bylaws of the Association, the Design Guidelines, the Dog Regulations, the OWTS Guidelines, the Geologic Hazard Assessment Report, the Wildlife Management Plan, any Rules and Regulations and/or Policies promulgated by the Association and any other documents, policies and procedures relating to the Community adopted by the Association or the Board pursuant to the Declaration or the Act, as the same may be supplemented or amended from time to time. The Design Guidelines, the Dog Regulations, the OWTS Guidelines, the Geologic Hazard Assessment Report, the Wildlife Management Plan are further defined and described in the Declaration.

"County" means San Miguel County, Colorado.

"County Approvals" means those certain land use entitlement approvals concerning the Property and the Project that have been aranted by the County following its review of the Applications, the terms and conditions of such approvals are as reflected in the BOCC Approval Resolutions, the Plat, the SIA, and this Development Agreement.

"County Approval Documents" means the various documents, agreements, plats, resolutions reflecting terms, conditions and requirements associated with the County Approvals, including, without limitation, the BOCC Approval Resolutions, this Plat, the Development Agreement, the SIA and the Community Governing Documents, as such terms are defined in the

"County Housing Parcel" means the individually platted Parcel designated as the "County Housing Parcel" on this Plat, which will be conveyed to the Association as provided for in the County Approval Documents. The County Housing Parcel will not be annexed into the Community or subjected to the Community Governing Documents. The County shall use the County Housing Parcel only for the provision of employee housing.

"County Park Parcel" means the individually platted Parcel designated as the "County Park Parcel" on this Plat, which will be conveyed to the Association as provided for in the County Approval Documents. The County Park Parcel will not be annexed into the Community or subjected to the Community Governing Documents. The County shall use the County Park Parcel only for active open space uses and activities as defined in the LUC as of the effective date.

"County Enforceable Restriction" means those provisions established in Article 4 of the Declaration also run to the benefit of the County that may be specifically enforced by the County and may not be modified without the prior written consent of the County.

"County Laws" means the LUC, the Comprehensive Plan, the TRAMP, the County Building Code, the County Road Design Standards, the County Floodplain Regulations, such other duly adopted County laws, codes or regulations pertaining to the development and use of Property.

"Declarant" means San Miguel Valley Corporation, a Colorado corporation, its successors and assigns.

Declaration "means the Declaration of Covenants, Conditions and Restrictions for Mill Creek Ranch Subdivision, recorded at Reception No. 445737, as amended and supplemented from time to time.

"Design Review Committee" means the Design Review Committee provided for in the Declaration.

DECLARANT'S PLAT CERTIFICATE (cont.):

"Development" means the development of the Property, authorized by the County, as stated in and evidenced by the County Approvals and the County Approval Documents, as may be amended from time to time. As of the Effective Date, the Development consist of: (i) twenty (20) lots ("Lot" or "Lots") each of which may be developed for a single family residence, with other uses as allowed by County Law and the County Approvals; (ii) various parcels owned by the Association for use in connection with Association activities, ("Association Parcels"), (iii) the County Park Parcel, (iv) the County Housing Parcel, and (v) Two County

"Development Agreement" means the Development Agreement for the Property and Project memorializing terms and conditions of the County Approval Requirements, which is being executed in connection with this Plat and was recorded on Dec. 29, 2016 at Reception No. 445725 in the Official Records.

"Geologic Hazard Assessment Report " means the report referenced in the Declaration and County Approval Documents noting the geologic hazard conditions affecting the Property and Project and establishing design and use restrictions concerning the development of the Property.

"Improvements" means any improvements, structural or otherwise, alterations, additions, repairs, excavation, grading, landscaping or other work which in any way alter any property within the Community, or the improvements located thereon, from its natural or improved state existing on the date the Declaration or a Supplemental Declaration for such property was first Recorded, including, but not limited to, dwelling units, buildinas. outbuildinas. additions, hot tubs, patio covers, awnings, the painting, staining or other change of any exterior surfaces of any visible structure, walkways, outdoor sculptures or artwork, sprinkler or irrigation systems, garages, carports, roads, driveways, parking areas, pathways, ponds, OWTS Systems, ditches, fences, screening walls, retaining walls, rockfall mitiaation fences, walls and barriers, stairs, decks, flag poles, fixtures, landscaping (including the addition, alteration or removal of any tree, shrub or other vegetation and any berming and any noise attenuation walls or barriers), hedges, windbreaks, plantings, planted trees and shrubs, gardens, poles, signs, tanks, solar equipment, wind harnessing or other energy generating equipment, exterior air conditioning, water softener fixtures, utilities, irrigations lines and systems, antennae and satellite dishes or receivers. Once an Improvement has been constructed or accomplished on a property within the Community, any subsequent alteration of or addition to or removal of that Improvement shall also constitute an "Improvement" hereunder.

"Limited Common Area" means a Common Area that is designated by the Declaration or this Plat or an amended or a Supplemental Plat, for the exclusive use of one or more Lots in the Community but fewer than all of the Lots.

"Lot" means any part of the Community which is designated as a Lot on this Plat or an amended or Supplemental Plat, together with all Improvements thereon and appurtenances thereto.

"Lot Development Requirements Plan" means the separate narrative and plan referenced in the Development Agreement and Declaration prepared for each Lot.

designated Building Envelope, which conditions, uses and activities are limited to the Restricted Open Space Uses and Activities.

"Natural Areas" means the portion of each Lot located outside of the

"Official Records" means the Office of the Clerk and Recorder of San Miauel County, Colorado. "OWTS" mean an onsite wastewater treatment system to be installed on

each Lot to collect, treat and dispose of effluent generated by the site. "OWTS Design Guidelines" means the guidelines directing the design, operation and maintenance of an OWTS on each Lot, as further described

"Parcel" means any part of the Community which is designated as a Parcel on a Plat or an amended or Supplemental Plat, together with all Improvements thereon and appurtenances thereto. Unless otherwise indicated on the Plat, a Parcel is intended to be a Common Area. The County Housing Parcel and the Park Parcel are noted on the Plat for conveyancing purposes, but are not deemed to be part of the Community

or subject to the Community Governing Documents.

"Plat" means this Plat.

"Private Roads" means each of the internal Private Roads located within the Community, which are being designed and installed to provide access to the Lots and Parcels. The Private Roads are depicted, described and so designated on this Plat. For purposes of this Declaration, neither the portion of Mill Creek Road, which is being dedicated to San Miguel County, nor any roads/drives located within the County Housing Parcel are deemed to be Private Roads, nor shall such roads/drives be maintained or repaired by the Declarant or Association.

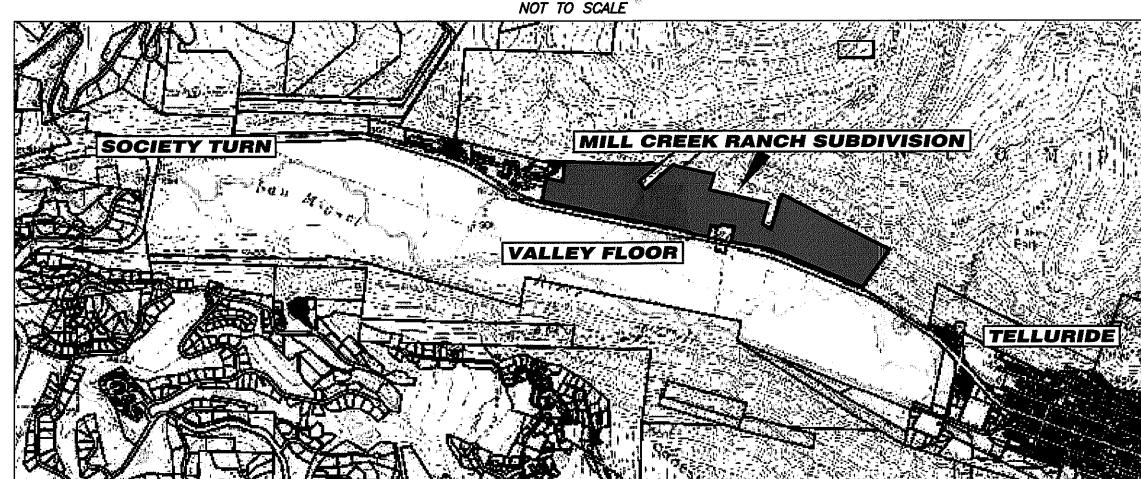
"SIA" means the Subdivision Improvement Agreement for the Property and Project indicating the manner, method and timing for the development to initiate and complete the installation and/or construction of the subdivision infrastructure. The SIA is being executed in connection with this Plat and was recorded on Decaster 39, 2016 at Reception No. 445736 in the Official Records.

"Property" means the real property depicted and legally described on this

"Restricted Open Space Uses and Activities" means the uses and activities that may occur on Parcels and within the Natural Area of the Lots as the same is provided for in the Declaration.

"Subdivision" means the Mill Creek Ranch Subdivision/PUD, as established by the Plat and Declaration.

VICINITY MAP



CERTIFICATIONS OF DECLARANT:

1. With the execution and recordation of the Declaration and this Plat Declarant, for itself and its successors and assigns, has submitted the Property to ownership and use as a planned community under and pursuant to the provisions of the Act and to the Declaration and this Plat. The Community shall consist of the Lots, Parcels and Tracts as depicted and described herein and in the Declaration; provided, however, that the County Housing Parcel, the Park Parcel and the Mill Creek Road ROW Tract as each are depicted hereon, are not intended to be part of the Community and, therefore, are not be subjected to the Community Governing Documents. This is a Plat as contemplated by and described in the Declaration and the Act.

2. Declarant has reserved certain declarant rights, special declarant rights and development rights ("Reserved Declarant Rights") over the Property, as the same are stated and described in the Declaration. Some or all of the Reserved Declarant Rights may be exercised from time to time on some or all of the Property depicted on this Plat.

3. Declarant and the BOCC have entered into the SIA. The SIA provides that Declarant is required to complete each of the public improvements described in the SIA in accordance with the terms and conditions of the SIA. The SIA requires Declarant to post certain security ("Commitment Guaranty") to further insure that Declarant will construction of the required public improvements in accordance with the SIA. Unless and until: (a) Declarant has delivered its Commitment Guaranty to the County: and (b) the County has reviewed and approved the Commitment Guaranty, determined that it conforms to the SIA and executed its notice of release Declarant will not be authorized to sell and/or convey any of the Lots to an unaffiliated third party, as provided for in the SIA, including Section 3. The County will promptly execute and record its notice of release of this plat restriction in the public records of the San Miguel County Clerk and Recorder's Office once the Commitment Guaranty has been approved by the County and upon such recordation, this plat restriction will forever be deemed to be terminated and extinguished without any requirement to

4. Declarant will record the Declaration and other pertinent Community Governing Documents prior to the sale or conveyance any of the Lots to an unaffiliated third party. Community Governing Documents, among other things, will establish rights, duties, obligations and limitations on manner in which the owner of each Lot may use their Lot.

5. The uses, activities and development occurring on the Lots, Parcels and Tracts are governed by and subject to the terms and conditions of the County Approval Documents and the Community Governing Documents. as may be amended or supplemented from time to time. Information concerning development requirements, limitations, site constraints and other pertinent factors are indicated on the Lot Development Requirements Plan prepared for each Lot.

6. All Improvements on a Lot must be located entirely within the Building Envelope, including but not limited to Residences, attached patios and decks, garages, kennels, and other structures and facilities associated with the Residence. No disturbance shall be allowed outside the Building Envelope, including without limitation excavation, grading or clearing activities, excepting the minimum disturbance required in connection with the construction or installation of landscaping approved by the Design Review Committee, underground utilities, OWTS facilities, irrigation and drainage systems, access driveways, and other site activities authorized by the County approvals. A Building Envelope may only be modified if approved by the Association and County in the manner provided for in the Declaration, including Section 2.9.

7. Domestic water service for each Lot will be provided by the Community Water System, which connections and usage, including the imposition of taps fees and user fees, shall be in conformance with any rules and regulations adopted by the Association governing the use and operation of the Community Water System.

8. Sewage disposal for each Lot will be served by individual OWTS to be designed and installed by the Owner consistent with the OWTS Guidelines. The siting, use, operation, repair and maintenance of the OWTS shall conform with the Declaration and County Approval Documents and the septic field associated with the OWTS shall be located at the location indicated on Lot Development Requirements Plan. An owner shall cause a site specific test pit for the OWTS to be prepared, along with soil profiles and percolation rates to allow the design of a site specific OWTS for the Lot, which shall be submitted to the Design Review Committee for review and approval.

9. Portions of certain Lots may experience certain geologic hazard conditions and/or floodplain or debris flow conditions. Development and construction on affected Lots may require special geotechnical or other engineering and construction practices. The affected Lots are identified and the conditions and mitigation requirements are stated in the County Approval Documents, the Declaration, the Geologic Hazard Assessment Report and/or the Floodplain and Debris Flow Analysis.

10. When developing an Improvement on a Lot, an Owner shall comply with the requirements of the County Approval Documents, including, without limitation, the terms, conditions and requirements of the Development Agreement, as well as the Community Governing Documents, including, without limitation, the terms, conditions and requirements of the Desian Guidelines, the Dog Regulations, the OWTS Guidelines, the Geologic Hazard Assessment Report, the Wildlife Management Plan, and the Floodplain and Debris Flow Analysis.

shall be "wildlife friendly" pursuant to the LUC, except for a small fenced area adjacent to a Residence located within the Building Envelope, which shall be reviewed by the Design Review Committee. 12. Dogs are allowed within the Community, subject to strict compliance

11. No fencing shall occur outside of the Building Envelope. All fencing

with the Dog Regulations, which will be monitored and enforced by the

13. Development applications for Lots 17, 18 and 19 shall be submitted to the County to the County Planning Department for its review and approval and shall comply with Sections 4.5 and 4.9 of the Development

14. Per San Miguel County Land Use Code Section 5 - 606B Development on Lots 12, 13, 14, 15, 16, 17, 18, 19 AND 20 shall require the installation of a domestic water booster pump to comply with the minimum pressure requirements of the fire code unless an exception is approved by the Telluride Fire Protection District.

15. Prior to the commencement of infrastructure work in the Community, a Colorado stormwater management permit shall be obtained covering the

16. Development may occur on a portion of a Lot located within a wetland buffer zone as established on the approved preliminary development plan for the Project referenced in the Resolutions. provided that prior to any site disturbance within the wetland buffer zone, the owner has applied for a wetland Special Use permit with the County. The wetland Special Use permit shall be reviewed administratively by the County Planning Director and shall be issued upon a finding by the Planning Director that during construction, best management and protection practices will be utilized to protect and avoid disturbances to the wetland associated with the wetland buffer zone. The Planning Department shall require the use of silt fences and straw bales to protect the affected wetlands associated with Mill Creek. No wetland veaetation will be affected by the construction activities. All disturbed areas will be revegetated with native species approved by the County Environmental Health Department. No portion of an OWTS shall be located within the wetland buffer zone without County approval.

DECLARANT CERTIFICATE CONTINUED ON SHEET 2.

RECORDER'S CERTIFICATE:

This Plat was filed for record in the office of the San Miguel County Clerk and Recorder on this 2942 day of December , 2016, at and Recorder on and Plat Book PL#1.
Page 4869-4875
Page No. 445723 Reception No. _____.
Time 8:27 A/___.

The Kathlem Ein

San Miguel Gounty Clerk

By Rebecca.

Doldsworthy-Chief Vegut 970-728-6050 fax 970-728-6153

P.O. BOX 1385 125 W. PACIFIC, SUITE B-1 TELLURIDE, COLORADO 81435

─ Drawing path: dwa\Final Plat 07—16 (cover).dwa

FOLEY

ASSOCIATES, INC.

Sheet 1 of 7 | Project #: 11040

Technician:

| Cescription | 1 | REVISED PER COFF COMMENTS DATED 5/27/14

Mill Creek Ranch Subdivision, Planned Community

(Final Record Plat)

located within a portion of Sections 34 and 35, Township 43 North, Range 9 West, N.M.P.M., San Miguel County, State of Colorado.

(Plat Notes Continued)

1. Grant of <u>Town of Telluride Water Conveyance Improvements</u>
<u>Easement</u>. An easement for the use and benefit of the Town of

the Town, which shall continue to be placed underground.

Telluride and its agents, employees, designee, successors and assigns on, over, across and upon the area designated on this Plat as the

Town of Telluride Water Conveyance Improvements Easement, including a

right of reasonable access, ingress and egress thereto at places pre—approved by Declarant, to enable the Town of Telluride to operate,

use, repair and maintain the existing underground waterlines owned by

being granted, subject to the right of Declarant and the Association to

consistent with the County Approvals, including the right and ability to install, use and operate infrastructure serving the development, which

Easement and improvements located therein. The Town of Telluride, in

the course of exercising the rights granted in connection with the Town

reseed, replant and/or re-landscape the surface of the disturbed area

The Town of Telluride Water Conveyance Improvements Easement is

implement, develop and operate the development of the Property

may cross the Town of Telluride Water Conveyance Improvements

of Telluride Water Conveyance Improvements Easement shall restore,

2. Grant of **Ditch Water Conveyance Improvements Easement.** An easement for the use and benefit of the Town of Telluride and its

and upon the area designated on this Plat as the Ditch Water Conveyance Improvements Easement, including a right of reasonable

survey, construct, install, inspect, maintain, renew, repair, remove, replace and operate the existing ditches, pipes, head gates, pumps,

agents, employees, designee, successors and assigns on, over, across

access, ingress and egress thereto, to enable the Town of Telluride to

flumes, measuring and/or monitoring devices and other similar facilities

Ditch Water Conveyance Improvements Easement. The Ditch Water Conveyance Improvements Easement also includes a right of reasonable

access, ingress and egress over the Property to enable the Town of

Telluride to exercise the rights granted hereunder. The Ditch Water Conveyance Improvements Easement is being granted, subject to the right of Declarant and the Association to implement, develop and operate the development of the Property consistent with the County

Conveyance Improvements or require reasonable relocations of such facilities, provided that the rights of the Town of Telluride to transport

exercising the rights granted in connection with the Ditch Water

Conveyance Improvements Easement shall restore, reseed, replant

SIA is being installed. The Relocated Ditch Water Conveyance

Improvements and any other modifications to the Ditch Water

its irrigation water over the Property are not impermissibly harmed as defined by Colorado Law. The Town of Telluride, in the course of

and/or re-landscape the surface of the disturbed area to as close to

its original condition as possible, as promptly as possible following completion of any work. The Plat depicts areas of the Property where

certain existing Ditch Water Conveyance Improvements are located, which

development of the Property and would be undertaken at or before the

time that the infrastructure work for the project as contemplated in the

Conveyance Improvements Easement would be reflected in an agreement

between Declarant or Association and the Town of Telluride or by a

3. Grant of <u>County Housing Parcel Access Easement</u>. An easement for the use and benefit of San Miguel County or its designees and its

successors and assigns on, over, across and upon the area designated

on this Plat as the County Housing Parcel Access Easement, to enable

construction access to construct improvements on the County Housing

Parcel and to enable residents of development occurring on the County

Housing Parcel vehicular and pedestrian access to and from the County

4. Grant of County Housing Parcel Rockfall Mitigation Easement. An easement for the use and benefit of San Miguel County and its agents,

employees, designee, successors and assigns on, over, across and upon

the area designated on this Plat as the County Housing Parcel Rockfall

Mitigation Easement, including a right of reasonable access, ingress and

egress thereto at places pre-approved by Declarant, to enable San Miguel County to install, operate, use, repair and maintain rockfall

mitigation benefitting development on the County Housing Parcel. San

Miguel County, in the course of exercising the rights granted in connection with the County Housing Parcel Rockfall Mitigation Easement

shall restore, reseed, replant and/or re-landscape the surface of the disturbed area to as close to its original condition as possible, as

5. Reservation of **Drainage and Earthwork Easement.** A Drainage and Earthwork Easement the use and benefit of Declarant and the

Association, together with their respective agents, employees, designees

successors and assign over, across and upon a portion of the County

Housing Parcel as designated on this Plat is hereby reserved, granted

and conveyed for the use and benefit of Declarant. The Drainage and

Earthwork Easement may be used for the construction, installation, use, testing, inspection, operation, monitoring, management, administration,

maintenance, repair, removal, upgrade and replacement of drainage and

Declarant. Association or other Authorized User exercising such easement rights shall be obligated to restore, reseed, replant and/or re-landscape

ANNE M. CONNOR

NOTARY PUBLIC

STATE OF COLORADO

NOTARY ID #20104042840
My Commission Expires October 29, 2018

Start date: 02/14/2014

earthwork facilities serving development occurring on the Property. The

the surface of the disturbed area to as close to its original condition as possible, as promptly as possible following completion of any work.

promptly as possible following completion of any work.

the County to use the County Housing Parcel Access Easement for

Housing Parcel and the Spur.

San Miguel Valley Corporation,

Date: 12/27/2016

Printed Name: Nicole J. C. C. C. C. Title: President

The foregoing was acknowledged before me on December 27 , 2016 by

San Miquel Valley Corporation, a Colorado corporation.

a Colorado/corporation...

STATE OF Colorado

President

Anne M Connor

Notary Public

COUNTY OF San Miquel

licole J. Champine

My commission expires: 10/29/18 WITNESS my hand and official seal.

are contemplated to be relocated by Declarant in connection with the

Approvals, including the right and ability to install, use and operate infrastructure serving the development, which may cross the Ditch Water

and elements located on the Property and identified on this Plat as the

to as close to its original condition as possible, as promptly as

possible following completion of any work.

TITLE INSURANCE COMPANY CERTIFICATE

Fidelity does hereby certify that we have examined the title to the Property herein shown on this Plat and that the title to said land is in the names of those persons shown in the Owner's Certificate which is on the face hereof and is free and clear of all encumbrances, liens, and taxes, except as follows:

CHIEF TITLE OFFICER Title Insurance Company Representative

DEDICATION:

The Undersigned, San Miguel Valley Corporation, a Colorado corporation does hereby dedicates fee simple title to the Mill Creek Road R.O.W. Parcel 1 and 2 as shown herein to the perpetual use of San Miguel County, Colorado, subject to the right of Declarant and its successors and assigns to use the dedicated R.O.W. for infrastructure and access uses for the development contemplated by County approvals.

DECLARANT

San Miguel Valley Corporation, a Colorado corporation (100 / · (pine Printed Name: Nicole J. Champine
Title: Tresident STATE OF COLORADO

The foregoing was acknowledged before me on 100 m 2016 by 100 m 10

San Miauel Valley Corporation, a Colorado corporation. My commission expires: $\sqrt{|l|} 2020$

WITNESS my hand and official seal.

RICHIANN JODON STATE OF COLORADO NOTARY ID 20084026631 MY COMMISSION EXPIRES AUGUST 11, 2020

COUNTY APPROVAL AND ACCEPTANCE

San Miguel County, Colorado, by and through the San Miguel County Board of Commissioners, does hereby (i) approve and accept the within plat, including all plat notes, easement notes, and other matters set forth herein and authorize the filing of the plat and (ii) accept the dedication of Mill Creek ROW Parcel 1 and Mill Creek ROW Parcel 2, and (iii) agrees to vacate any and all prior plats of the property, including, without limitation, the platted property boundary lines and ROW dedications arising in connection with Town of San Miguel, pursuant to certain plats of record, including the plats recorded in Plat Book B28, Page 5, Plat Book B28, Page 27 and the plat recorded in Ouray County on May 1, 1882

BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SAN MIGUEL, STATE OF COLORADO.

Date: 12/28 R Printed Name: JOAN MAY
Title: Chair ATTEST: Carmen of World

Acknowledged, subscribed and sworn to before me this day of Necember, 2016, by as Chief Deputy

My commission expires: 3/13/2017 Witness my hand and official seal. K. Adams



I, the undersigned, Treasurer of the County of San Miguel, do hereby certify that according to the records of the San Miguel County Treasurer there are no liens against the Property, which is the land that is the subject of this Plat for unpaid state, county, municipal or local taxes or special assessments due and payable, in accordance with Land Use Code Section

Dated this 28th day of Dorember

CERTIFICATIONS OF DECLARANT (cont.):

County or State adopted regulations.

Effective Date.

San Miguel Valley Corporation,

My commission expires:

VACATION OF PRIOR PLATS:

San Miguel Valley Corporation,

a Colorado corporation...

112/20/2014

Printed Name: Nicole J. Champine
Title: President

The foregoing was acknowledged before me on Prender 2016 by Nicological Champine , 2016 by President

San Miguel Valley Corporation, a Colorado corporation.

The Declarant agrees to vacate any and all prior plats of the

boundary lines and ROW dedications arising in connection with

Book B28, Page 27 and the plat recorded in Ouray County on

Town of San Miguel, pursuant to certain plats of record, including the plats recorded in Plat Book B28, Page 5, Plat

May 1, 1882 and further depicted herein on Page 7 of 7.

Printed Name: Nicole J. Champine
Title: President

My commission expires: WITNESS my hand and official seal.

San Miguel Valley Corporation, a Colorado corporation.

property, including, without limitation, the platted property

a Colorado Corporation

DECLARANT

17. Each Lot shall be required to meet any applicable sediment and

18. Any easements which are described on this Plat and have been

the terms and conditions of the instrument creating such easement,

without the need or obligation to modify or amend this Plat. Any such

separate agreement, when properly signed and recorded shall have the

effect of modifying, relocating or terminating the particular easement as depicted on this Plat, without the need of amending of modifying this

19. Community Water Tank and Pumphouses shall be screened and visually

mitigated as provided in Section 6.10 of the Development Agreement.

IN WITNESS WHEREOF. Declarant has executed this Plat as of the

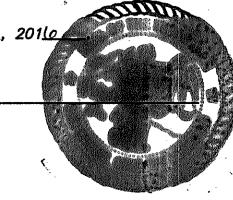
created by separate document, may be amended, vacated, terminated,

relocated and otherwise modified, as the case may be, in accordance with

erosion control measures at the time of development contained in any

Krand Attrued San Miguel County Treasurer

TREASURER'S CERTIFICATE:



NOTARY PUBLIC

STATE OF COLORADO

NOTARY ID 20084026831

MY COMMISSION EXPIRES AUGUST 11, 2025

RICHIANN JODON

NOTARY PUBLIC

STATE OF COLORADO

NY COMMISSION EXPIRES AUGUST 11, 2020

and further depicted herein on Page 7 of 7.

SAN MIGUEL COUNTY, COLORADO:

STATE OF COLORADO COUNTY OF SAN MIGUEL

Commissioners of San Miguel County, Colorado, and by Clerk to the Board of County Commissioners of San Miguel County, Colorado.

Notary Public(\

OWNER'S RESERVATIONS AND GRANTS OF EASEMENT

Declarant, San Miguel Valley Corporation, a Colorado corporation, as the current, fee simple owner of the Property, does hereby create, establish, grant, convey and reserve certain perpetual, non-exclusive easements ("Easements") as described below. The areas upon which various the Easements are being established ("Easement Areas") are as indicated on this Plat, unless the Easement is intended to be a blanket easement. The Easements are being established by Declarant for the particular purposes and uses stated below ("Authorized Users"). The Easements are being reserved by Declarant for the use and benefit of the parties indicated below ("Authorized Users"). If the Declarant or Association, with the mutual written agreement of the pertinent Authorized User, desire to amend any of these Easements, including the location thereof or should the parties wish to replace the documentation creating an Easement with a new, separate document, the Declarant or Association together with the pertinent Authorized User, can file a separate instrument reflecting the modifications or circumstances, which reference this Plat and need not cause an amendment to this Plat to be executed and recorded to accomplish the modifications. Unless the County is an Authorized Party, the County would not need to execute any separate document that accomplishes such modifications. Nothing herein is intended to, nor shall it constitute a public dedication or conveyance of the Easements or Easement Areas, nor shall it give rise to any right for public access or usage of any portion of the Easements or Easement Areas.

PLATS OF RECORD:

1) COLORADO STATE HIGHWAY 145B WEST ANNEXATION, RECORDED ON APRIL 24. 1995 IN SURVEY PLAT BOOK 1 AT PAGE 1827.

2) VALLEY FLOOR ANNEXATION TO THE TOWN OF TELLURIDE, RECORDED ON ÁPRIL 08. 2010 IN PLAT BOOK 1 AT PAGE 4331.

3) SURVEY OF A PORTION OF THE SAN MIGUEL TOWNSITE, RECORDED ON MAY 25. 2010 IN SURVEY PLAT BOOK 1 AT PAGE 709.

4) AS-BUILT OF BROWN HOMESTEAD CONDOMINIUM ENTRANCE, RECORDED ÓN APRIL 01, 2011 IN SURVEY PLAT BOOK 1 AT PAGE 7226.

5) SURVEY OF THE OHIO PLACER, M.S. 194, MINETA PLACER, M.S. 5418, H.E.S. 174, SILVERKING LODE, M.S. 6290, RECORDED ON JUNE 23, 1990 IN SURVEY PLAT BOOK 1 AT PAGE 16.

6) SURVEY OF THE ARTHUR AND FELTON PLACER, M.S. 14813, VIRGINIA PLACER, M.S. 658, RECORDED AUGUST 22, 1989 IN SURVEY PLAT BOOK AT PAGE 1989.

7) DEPENDANT RESURVEY AND SURVEY FOR A PORTION OF TOWNSHIP 43 NORTH. RANGE 9 WEST. NEW MEXICO PRINCIPAL MERIDIAN, EXECUTED BY HOWARD L. PETERSON AND APPROVEL JULY 24, 1980.

8) BROWN HOMESTEAD CONDOMINIUM, RECORDED ON MARCH 08, 1977 IN PLAT BOOK 1 AT PAGE 85.

9) PLANNED UNIT DEVELOPEMENT OF TELWEST SUBDIVISION. RECORDED ON

JUNE 20, 1973 IN PLAT BOOK 1 AT PAGE 25. 10) REPLAT FOR B.R. PROPERTIES, LTD., RECORDED NOVEMBER 05, 1979

IN PLAT BOOK 1 AT PAGE 182.

11) THE BROWN HOMESTEAD CONDOMINIUMS AND THE BOYD TRACT, RÉCORDED MAY 10. 2011 IN PLAT BOOK 1 AT PAGE 4471.

PATENT RESERVATIONS:

1. THAT THE GRANT HEREBY MADE IS RESTRICTED IN ITS EXTERIOR LIMITS TO THE BOUNDARIES OF THE SAID MINING PREMISES, AND TO ANY VEINS OR LODES OF QUARTZ OR OTHER ROCK IN PLACE, BEARING GOLD, SILVER, CINNABAR, LEAD, TIN, COPPER OR OTHER VALUABLE DEPOSITS.

2. THAT SHOULD ANY VEIN OR LODE OF QUARTZ OR OTHER ROCK IN PLACE, BEARING GOLD, SILVER, CINNABAR, LEAD, TIN, COPPER OR OTHER VALUABLE DEPOSITS. BE CLAIMED OR KNOWN TO EXIST WITHIN THE ABOVE DESCRIBED PREMISES AT THE DATE SET FORTH THEREIN, THE SAME IS EXPRESSLY EXCEPTED AND EXCLUDED FROM THESE PRESENTS.

3. THAT THE PREMISES HEREBY CONVEYED MAY BE ENTERED BY THE PROPRIETOR OF ANY VEIN OR LODE OF QUARTZ OR OTHER ROCK IN PLACE, BEARING GOLD, SILVER, CINNABAR, LEAD, TIN, COPPER OR OTHER VALUABLE FROM SUCH VEIN OR LODE, SHOULD THE SAME, OR ANY PART THEREOF, BE FOUND TO PENETRATE, INTERSECT, PASS THROUGH OR DIP INTO THE MINING GROUND OR PREMISES HEREBY GRANTED.

4. THAT THE PREMISES HEREBY CONVEYED SHALL BE HELD SUBJECT TO ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING. AGRICULTURAL, MANUFACTURING OR OTHER PURPOSES, AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS.

5. THAT IN THE ABSENCE OF NECESSARY LEGISLATION BY CONGRESS. THE LEGISLATURE OF COLORADO MAY PROVIDE RULES FOR WORKING THE MINING CLAIM OR PREMISES HEREBY GRANTED, INVOLVING EASEMENTS, DRAINAGE, AND OTHER NECESSARY MEANS TO THE COMPLETE DEVELOPMENT THEREOF.

6. A RIGHT OF WAY THEREON FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES OF AMERICA.

SURVEYOR'S CERTIFICATE:

I, David R. Bulson of Foley Associates, Inc., being a Colorado Licensed Surveyor, do hereby certify that this plat and survey of the Mill Creek Ranch Subdivision. Planned Community (Final Record Plat) was made by me and under my direct responsibility, supervision and checking, in compliance with the applicable provisions of Title 38, Article 51, C.R.S., and that both are true and accurate to the best of my knowledge and



FASEMENT RESEARCH AND PROPERTY DESCRIPTION FROM FIDELITY NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. 515-F0406704-170-SD4, DATED MAY 31, 2016 AT 7:00 A.M.

2. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, PANEL NUMBER 0286. DATED SEPTEMBER 30, 1988, THIS PARCEL IS WITHIN ZONE A, NO BASE FLOOD ELEVATIONS DETERMINED: ZONE X, AREAS OF 500-YEAR FLOOD, AREAS OF 100-YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE. AND AREAS PROTECTED BY LEVEES FROM 100-YEAR FLOOD; AND ZONE X, AREAS DETERMINED TO BE OUTSIDE 500-YEAR FLOOD PLAIN.

BEARINGS FOR THIS SURVEY BASED ON GPS DERIVED BEARINGS BEING RELATIVE TO A MEASUREMENT OF S 63°08'54" E BETWEEN CORNER 3 OF MS 14813, BEING A STANDARD 3-14" ALUMINUM CAP STAMPED BLM 1976, AND CORNER 2 OF MS 14813. BEING A STANDARD 3-16" ALUMINUM CAP STAMPED BLM 1976. BEARINGS ARE BASED ON A MODIFIED US STATE PLANE COORDINATE SYSTEM, COLORADO SOUTH ZONE, NAD 1983.

4. LINEAL UNITS REPRESENTED HEREON ARE SHOWN IN U.S. SURVEY FEET OR A DECIMAL PORTION THEREOF.

5. THIS SURVEY IS VALID ONLY IF A PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR.

6. ANY PERSON WHO KNOWINGLY REMOVES. ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO C.R.S. 18-4-508.

THE WORD CERTIFY AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.

8. ACCORDING TO COLORADO LAW YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

9. BENCHMARK: ELEVATIONS SHOWN HEREON ARE BASED UPON A SITE BENCHMARK HAVING AN ELEVATION OF 8765.57 FEET. SAID BENCHMARK IS A B.L.M. 3-1/4" ALUMINUM CAP LOCATED AT CORNER #2 OF M.S. 194.

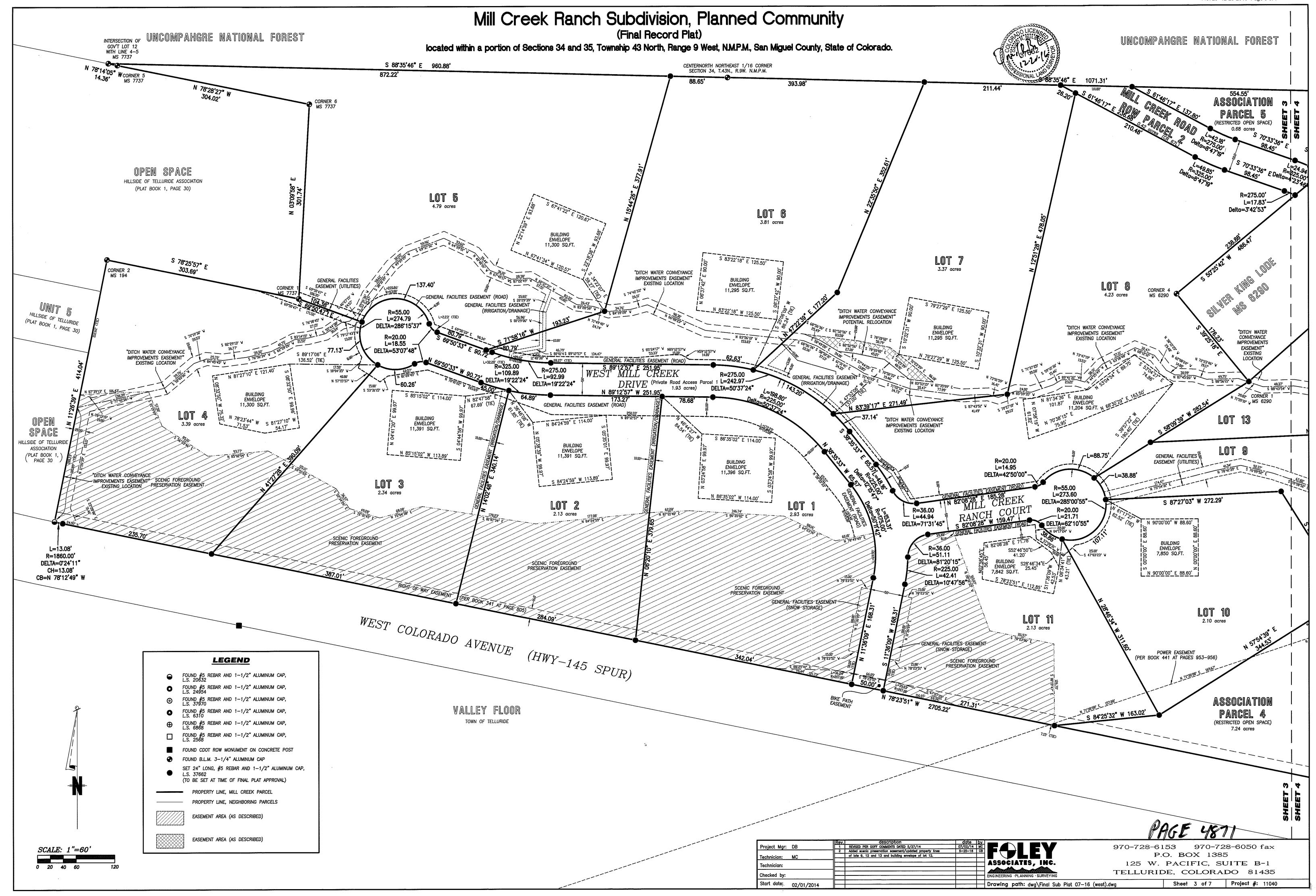
10. THE ENTIRE PROPERTY IS SUBJECT TO THE TERMS, CONDITIONS, PROVISIONS, AGREEMENTS AND OBLIGATIONS CONTAINED IN THE SAN MIGUEL POWER ASSOCIATION. INC. NOTICE AS SET FORTH IN THE DOCUMENT RECORDED MARCH 8. 1999 AT RECEPTION NUMBER 324847 AND RE-RECORDED MARCH 18. 1999 AT RECEPTION NUMBER 325020.

Sheet 2 of 7 Project #: 11040

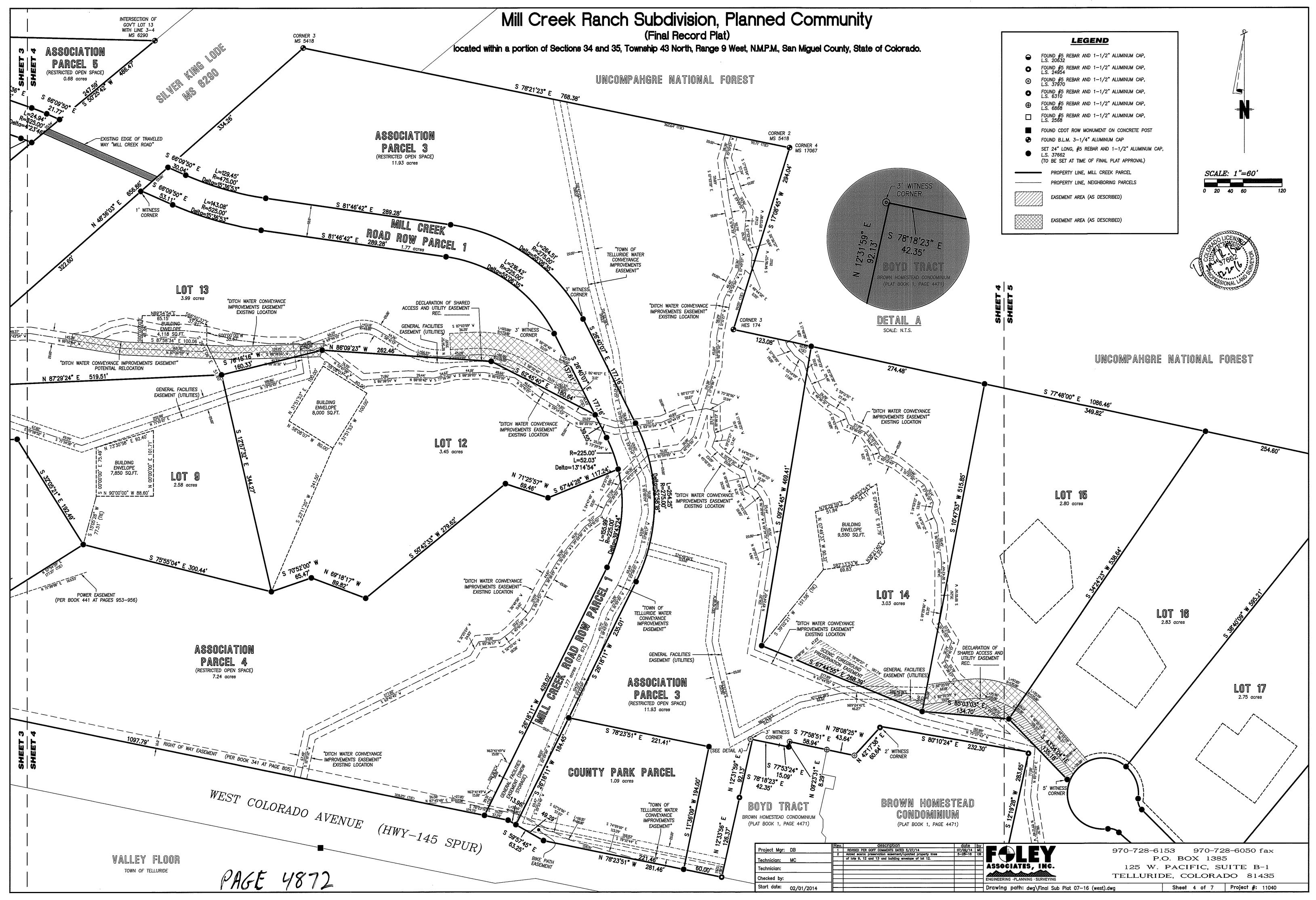
970-728-6153 970-728-6050 fax P.O. BOX 1385 125 W. PACIFIC, SUITE B-1 TELLURIDE, COLORADO 81435

ASSOCIATES, INC. Technician: Checked by:

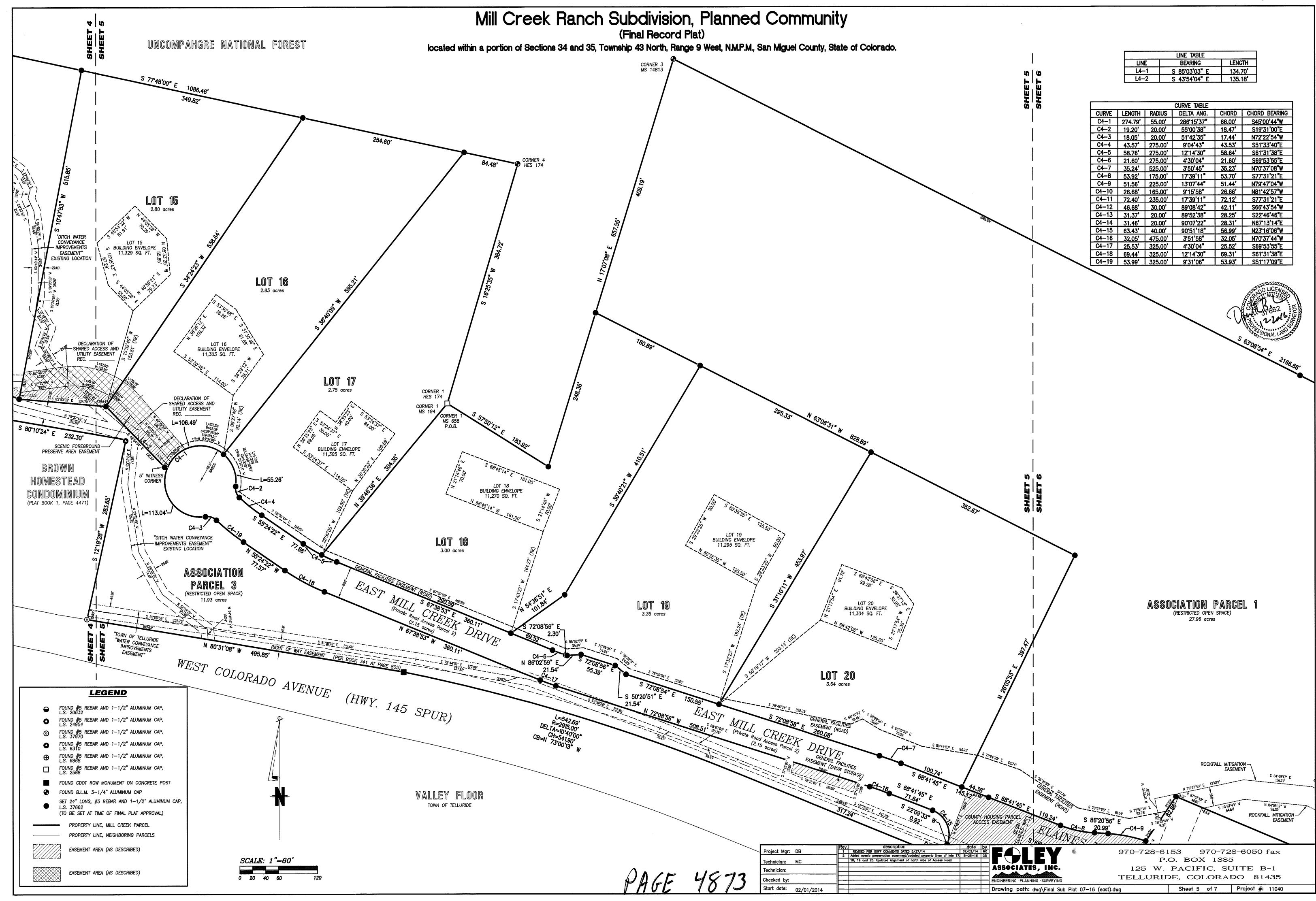
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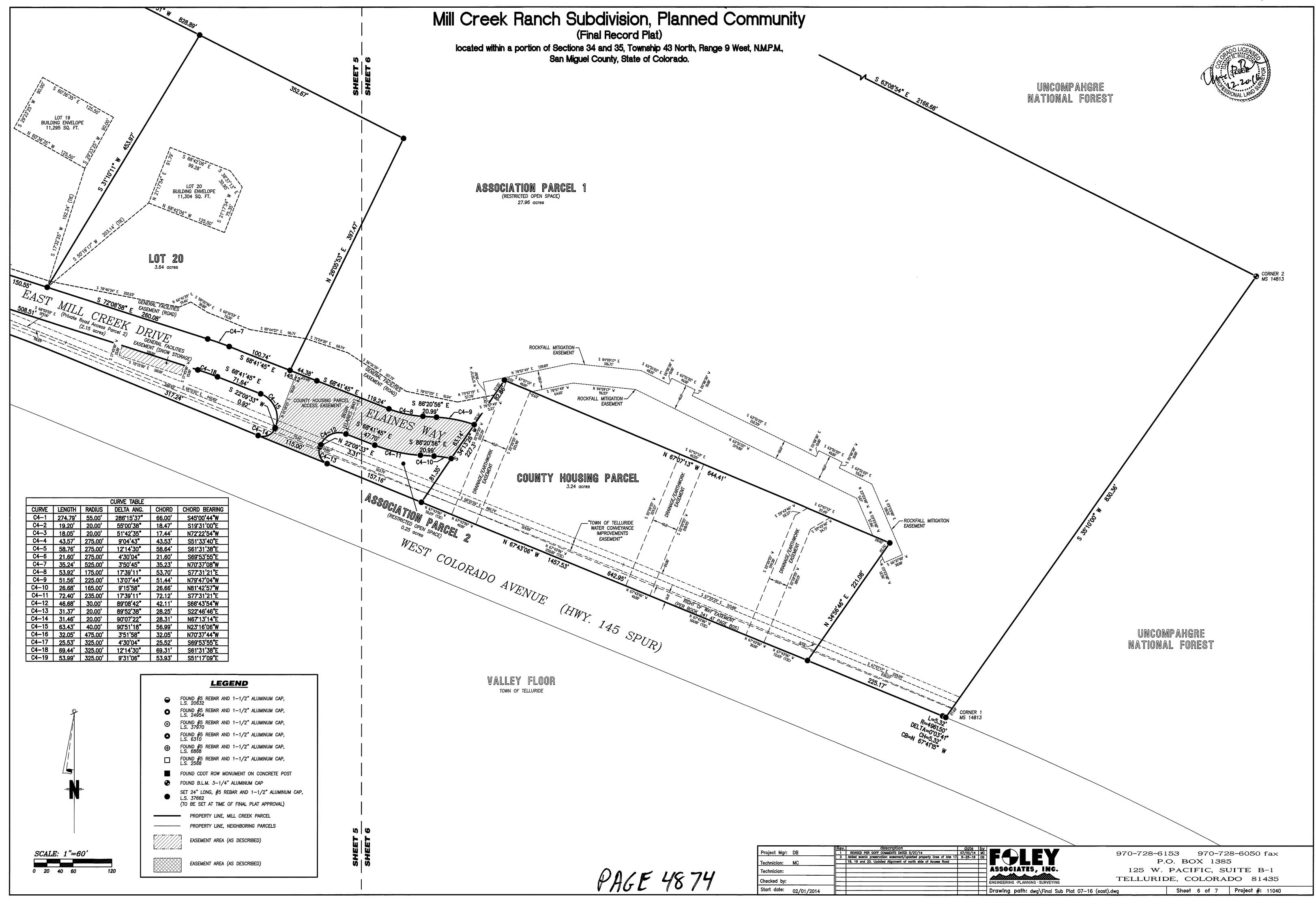
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