



**SUMMIT COUNTY BOARD OF COUNTY COMMISSIONERS  
REGULAR MEETING 1st AMENDED AGENDA  
Tuesday, February 11, 2020, 1:30 p.m.  
County Commissioners' Meeting Room; Summit County Courthouse  
208 Lincoln Avenue, Breckenridge, Colorado**

*For assistance or questions regarding special accommodations, accessibility, or available audio/visual equipment, please contact 970-453-3403 as soon as possible.*

- I. CALL TO ORDER
- II. ROLL CALL
- III. APPROVAL OF AGENDA
- IV. CITIZEN COMMENT
- V. PROCLAMATIONS & ANNOUNCEMENTS
- VI. CONSENT AGENDA
  - A. Approval Of 1-28-20 Regular Meeting Minutes

Documents:

[CONSENT A - 12820 REG MIN.PDF](#)
  - B. Warrant Lists Of 1-16-20 To 1-31-20 (Finance)

Documents:

[CONSENT B - WARRANT LIST JANUARY 16 - 31.PDF](#)
  - C. Liquor License Modification For The Whiskey Bar At Copper Mountain LLC DbA HIGH ROCKIES WHISKEY AND WINE BAR; Hotel & Restaurant; Lindsay Atkins; Located At 260 Ten Mile Circle, Copper Mountain, CO (Clerk)

Documents:

[CONSENT C - HIGH ROCKIES WHISKEY OWNERSHIP CHANGE MATERIALS\\_REDACTED.PDF](#)
  - D. Liquor License Retail Store Tastings Application For Happy Hour Liquors LLC DbA THE BOTTLE SHOP; Liquor Store; Ryan Landis; Located At 40 Cove Boulevard Unit #C1, Dillon, CO (Clerk)

Documents:

[CONSENT D - HAPPY HOUR LIQUOR TASTINGS PERMIT RENEWAL MATERIALS.PDF](#)

- E. Liquor License Renewal For S P S Liquors Inc. DbA SUMMIT LIQUORS; Liquor Store; Charlene Dunlap; Located At 21801 U.S. Highway 6, Keystone, CO (Clerk)

Documents:

[CONSENT E - SUMMIT LIQUORS RENEWAL MATERIALS\\_REDACTED.PDF](#)

- F. Liquor License Renewal For The Goat Inc. DbA THE GOAT; Tavern; Derek Jackson; Located At 22954 U.S. Highway 6, Keystone, CO (Clerk)

Documents:

[CONSENT F - THE GOAT RENEWAL MATERIALS\\_REDACTED.PDF](#)

## VII. NEW BUSINESS

- A. A Class 6 Right-Of-Way Dedication Plat To Transfer Land To The Colorado Department Of Transportation For Future Improvements On State Highway 9 Known As The Gap Project (PLN19-136/Summit County Government)

Documents:

[NB A1 - STAFF REPORT PLN19-136.PDF](#)

[NB A2 - ROW PLAT - PERM ESMT.PDF](#)

[NB A3 - PLN19-136 DRAFT RESO.PDF](#)

- B. Lot Line Vacation Tiger Run RV Resort (PLN18-035/Maris Davies) Upper Blue Basin Continued From The January 28, 2020 BOCC Regular Meeting

Documents:

[NB B1 - PLN18-035\\_BOCC\\_STAFF REPORT\\_FINAL.PDF](#)

[NB B2 - EXHIBIT F \(06602220XA12BD\).PDF](#)

[NB B3 - PLN18-035 RESO.PDF](#)

- C. Recommended Continuance - Introduction And First Reading Of Proposed Resolution Regarding A Local Minimum Wage Increase. (Manager's)

## VIII. PUBLIC HEARING

- A. A Major PUD Amendment To Clarify And Update The Tiger Run RV Resort PUD (PLN18-037/Maris Davies) Upper Blue Basin Continued From The January 28, 2020 BOCC Regular Meeting

Documents:

[PH A1 - PLN18-037 STAFF REPORT.PDF](#)

[PH A2 - ATTACHMENT A\\_APPLICATION MATERIALS.PDF](#)

[PH A3 - ATTACHMENT B\\_TIGER RUN RV PARK PUD\\_DRAFT TEXT W EXHIBITS.PDF](#)

- B. Update To The Short Term Rental Fee Schedule To Include A Fee For Responsible Agent Change Request, Eliminate The Discount For Bulk Permit Submittals, And Other

Amendments To Accomplish The Foregoing. (Planning)(PLN20-006/Summit County Government)

Documents:

[PH B1 - BOCC STAFF REPORT PLN20-006.PDF](#)

[PH B2 - RESO 2020 - \\_\\_\\_\\_ FOR ADOPTION OF FEE SCHEDULE REVISIONS.PDF](#)

#### IX. ADJOURNMENT

\*This agenda is subject to change at any time. Please contact the Manager's Office or visit our website to obtain updates at: <http://www.summitcountyco.gov>



**SUMMIT COUNTY BOARD OF COUNTY COMMISSIONERS**  
**Tuesday, January 28, 1:30 p.m.**  
**SUMMARY MINUTES**

*For assistance or questions regarding special accommodations, accessibility,  
or available audio/visual equipment, please contact 970-453-3403 as soon as possible.*

**I. CALL TO ORDER**

The Meeting of the Board of County Commissioners on Tuesday, January 28, 2020 was called to order by Chair, Karn Stiegelmeier, at 1:30 p.m. in the County Commissioners' Meeting Room, Summit County Courthouse, 208 Lincoln Avenue, Breckenridge, Colorado.

**II. ROLL CALL**

Board Members present and answered to the roll call were:

Karn Stiegelmeier, Chair  
Thomas C. Davidson, Commissioner  
Elisabeth Lawrence, Commissioner

Staff Present were as follows: Scott Vargo, County Manager; Jeff Huntley, County Attorney; Keely Ambrose, Assistant County Attorney; Bentley Henderson, Assistant County Manager; Sarah Vaine, Assistant County Manager; Julie Sutor, Director of Communications; Marty Ferris, Finance Director; Sid Rivers, Planner II; Jessica Potter, Planner II; Dan Osborn, Senior Planner; Julie Wilson, Appraiser I; Jason Dietz, Housing Director; Jim Curnutte, Community Development Director; Eva Henson, Administrative Manager and Lori Dwyer, Deputy Clerk.

Additional Attendees: Deepan Dutta, Ben Little, Karen Little, David Bittner, Elena Scott, Bob Laurence, Craig Mansfield, Luisa Stafford, Steve Cornwell, Cheryl Thompson, Robert Thompson, Dawn Novotny, Cindy Freese, Shauna Bocksch, Mark Bocksch, Mary Parrott, Barb Arbuckle, Kim Nearpass, Sharon Crawford, Steve Huyler, Evan Wasserman, Roger Eastman, John Bahde, Garth Jordan, Margaret Posey, Joe Posey, Thea Tupper, Lin Denham, Sam Parker, Dave Matthews, Debra Schubert, Kathleen Bahde, Don Cacace, Mary Ceynowa, Karen Vanderkooi, Ron Drake, Christine Blask, Danette Beavers, Laura Jordan, Paula Parker, Fraser Buchanan, Gene Bygd, Gail Nease, Diego Vivot, Jim Little, Alistair Davidson, Kelly Davidson, Steve Rossetter, Laura Rossetter, Andy Searls, Steve Novotany, Jan Vliet, Dave Vliet, Vera Dawson, Michael Babnik, Kingsley Poon, Angela Poon, Gerry Wilbourn, Lu Snyder, Dennis Kuhn, Rita Neubauer, Mark Chandler, Ted Mueller, Amy Hume, Kicki Stecher, Charles Lackey, Christina Whelan, Jeni Friedrich, Cindi Gillespie, Sandra Grogar and others (names were illegible on sign-in sheet).

**III. APPROVAL OF AGENDA**

The agenda was approved, as presented.

#### IV. CITIZEN COMMENT

Ben Little noted his support for conservation easements and opposition to their condemnation, specifically regarding the parcel commonly known as “Fiester Preserve”. He spoke to note the importance of a buffer between Bill’s Ranch and the County Commons.

Don Cacace asked the Commissioners to change their minds and noted commitments made by both the Board of County Commissioners and Colorado Open Lands.

Karen Little spoke to ask the members of the audience to show the commitment of Summit County voters to the protection of open space.

John Bahde spoke in opposition to changing the parcel of land protected under the easement.

Thea Tupper noted her concerns about contracts being invalidated.

Andy Searls, representing Staying in Summit, noted the importance of senior housing in Summit County.

David Bittner noted that he was recently involved in replanting of the parcel and feels that there is value to the land.

Steve Cornwell noted his concerns about potential visual impacts of developing the parcel.

Steve Novotany stated that the parcel backs to his property and that he feels other locations could work for Senior Housing.

Jeni Friedrich, representing the Summit Association of Realtors, read a letter in opposition to development of the parcel commonly known as “Fiester Preserve”.

Angela Poon expressed support for using the Lake Hill property for Senior housing.

Kim Nearpass noted concerns about whether residents can trust their local government, and whether citizens want the proposed condemnation.

#### V. CONSENT AGENDA

- A. Approval of a Resolution authorizing the Clerk & Recorder and Motor Vehicle offices to close to the public the day of the Presidential Primary Election on March 3, 2020, Primary Election, June 30, 2020 and the General Election, November 3, 2020(Clerk). **Approved Resolution 2020-05; and**
- B. Approval of a Resolution adding additional polling venues for early voting for the coordinated election on November 3, 2020 (Clerk). **Approved Resolution 2020-06; and**
- C. Approval of 1-14-20 Regular Meeting Minutes. **Approved as presented; and**
- D. Warrant Lists of 1-1-20 to 1-15-20 (Finance). **Approved as presented by the Finance Department; and**
- E. Approval to acquire a 50% interest in the Smuggler, Silent Friend, Iron and Crown Point

- F. Claims (Upper Blue) (OS&T). **Approved as presented; and**  
Approval to proceed with the sale of the Continental Divide National Scenic Trail mining claims (Summit County Critical Inholdings) to the United States Forest Service (OS&T). **Approved as presented; and**
- G. Authorization for the Chair to execute the Community Development Block Grant Business Loan Funds Application and Intergovernmental Agreement (NWCCOG). **Approved as presented; and**
- H. Approval of a Property Exchange and Purchase Agreement (Manager). **Approved as presented; and**
- I. Approval of a Collective Bargaining Agreement (Transit). **Approved as presented; and**
- J. Approval of Intergovernmental Agreement (IGA) with Summit County Housing Authority regarding Housing Project (Housing/Manager). **Approved as presented; and**
- K. Petition for Abatement or Refund of Taxes; Abatement No. 20AR-05; Schedule No. 304457; Legal Property Description: Unit 2 Liftside Condo Commercial Lease; Owner: Vail Summit Resorts Inc (Assessor). **Approved as presented; and**
- L. Petition for Abatement or Refund of Taxes; Abatement No. 20AR-06; Schedule No. 6512485; Legal Property Description: Lot 2R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr; Owner: Craig Realty Group - Silverthorne LLC (Assessor). **Approved as presented; and**
- M. Petition for Abatement or Refund of Taxes; Abatement No. 20AR-010; Schedule No. 1501233; Legal Property Description: Lot 2 Silverthorne Factory Stores; Owner: Craig Realty Group - Silverthorne LLC (Assessor). **Approved as presented; and**
- N. Petition for Abatement or Refund of Taxes; Abatement No. 20AR-011; Schedule No. 1501234; Legal Property Description: Lot 3 Silverthorne Factory Stores; Owner: Craig Realty Group - Silverthorne LLC (Assessor). **Approved as presented; and**
- O. Petition for Abatement or Refund of Taxes; Abatement No. 20AR-012; Schedule No. 1501284; Legal Property Description: Lot 1 Silverthorne Factory Stores #2; Owner: Craig Realty Group - Silverthorne LLC (Assessor). **Approved as presented; and**
- P. Petition for Abatement or Refund of Taxes; Abatement No. 20AR-016; Schedule No. 6512486; Legal Property Description: Lot 6R Riverview Sub #2 Replat of Lots 2-8 & Rainbow Dr; Owner: Craig Realty Group - Silverthorne LLC (Assessor). **Approved as presented; and**

**MOTION: A motion was made by Commissioner Davidson and seconded by Commissioner Lawrence to approve the Consent Agenda, items A-P, including Resolutions 2020-05 and 2020-06 as referenced above.**

**MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT**

## **VI. NEW BUSINESS**

- A. Administrative TDR Map Amendment - change designation of properties that have had development rights removed from Receiving, Sending, or Neutral to "Neutral - Development Rights Removed" for the Upper Blue, Lower Blue, and Snake River Basins (PLN19-155/Summit County Government).

Sid Rivers gave a background including but not limited to the open space and maps for the administrative change. She noted that staff recommends approval.

**MOTION: A motion was made by Commissioner Lawrence and seconded by Commissioner Davidson to approve Resolution 2020-07, an Administrative TDR Map Amendment - change designation of properties that have had development rights removed from Receiving, Sending, or Neutral to "Neutral - Development Rights**

**Removed" for the Upper Blue, Lower Blue, and Snake River Basins (PLN19-155/Summit County Government).**

**MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT**

- B. A General Subdivision Exemption to replat the building envelope on Lot 8B, Shadows North Amended Subdivision; a 0.531 acre parcel zoned R-2. (PLN19-153/Sonny Neely) Upper Blue Basin.

Jessica Potter gave an overview including but not limited to the history of the lot and utility easement. She noted that staff recommends approval, with 7 findings and no conditions.

**MOTION: A motion was made by Commissioner Davidson and seconded by Commissioner Lawrence to approve Resolution 2020-08, a General Subdivision Exemption to replat the building envelope on Lot 8B, Shadows North Amended Subdivision; a 0.531 acre parcel zoned R-2. (PLN19-153/Sonny Neely) Upper Blue Basin, with 7 findings and 0 conditions as listed in the staff report.**

**MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT**

- C. Lot Line Vacation Tiger Run RV Resort (PLN18-035/Maris Davies) (Upper Blue Basin). **Staff Recommends Continuing to the February 11, 2020 Regular Meeting due to a Noticing Error.**

Dan Osborn made a request to continue this item, due to a noticing error caused by incorrect postage.

**MOTION: A motion was made by Commissioner Lawrence and seconded by Commissioner Davidson to continue the hearing for a Lot Line Vacation Tiger Run RV Resort (PLN18-035/Maris Davies) (Upper Blue Basin) at the next BOCC Regular Meeting on February 11, 2020.**

**MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT**

**VII. PUBLIC HEARING**

- A. A Minor Amendment to the Copper Mountain PUD to add commercial as an allowed use to Parcel 30 (Alpine Lot) and transfer 1,000 square feet of commercial density from Parcel 29 (East Lake Housing) to Parcel 30 to facilitate a new transportation center with a commercial component (PLN19-145/Graeme Bilenduke) Ten Mile Basin.

Ms. Potter gave a history including, but not limited to, existing conditions, the proposed site plan, PUD modifications and criteria for approval. She noted that staff recommends approval of the application with 7 findings and 0 conditions. Ms. Potter noted that the site plan will be discussed at the upcoming February 13<sup>th</sup> Planning Commission meeting.

Commissioners and staff discussed the proposed location for the transit center and the rationale for its location.

Commissioner Davidson asked about permitted commercial uses of the proposed modification. Keely Ambrose noted that guiding language for uses is provided. Commissioners and staff discussed a change to Table I footnote U to state, “commercial uses that support the transportation center and associated skier services”.

Elena Scott, speaking on behalf of the applicant, noted reasoning for the application, existing conditions, proposed changes and a proposed parking layout.

Commissioner Stiegelmeier opened the hearing for public comment.

Debra Schubert noted that when she purchased her property at Copper, noted concerns related to privacy, light from the proposed structure, landscaping, safety, and impact upon her views.

Megan Abbott (*did not sign in*) noted that the proposed change is an improvement over the existing transit center.

Cindi Gillespie, Copper Mountain Transportation Manager, spoke to note that the busses currently pick up and drop off in the same location as is proposed.

Deepan Dutta noted his concern related to safety in condensing two bus stops into one.

Dave Steele noted support for a single-story building and that he believes the issue of walking between condominium buildings has been a long-term issue unrelated to the nearby bus stop.

Commissioner Stiegelmeier closed the public hearing.

Commissioner Stiegelmeier noted that the concerns raised by the public are related to the site plan, rather than the PUD modification being reviewed by the Board during this hearing.

**MOTION: A motion was made by Commissioner Davidson and seconded by Commissioner Lawrence to approve Resolution 2020-09, A Minor Amendment to the Copper Mountain PUD to add commercial as an allowed use to Parcel 30 (Alpine Lot) and transfer 1,000 square feet of commercial density from Parcel 29 (East Lake Housing) to Parcel 30 to facilitate a new transportation center with a commercial component (PLN19-145/Graeme Bilenduke) Ten Mile Basin, with an amendment to Table I, footnote U as presented at the hearing, with 7 findings and 0 conditions.**

**MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT**

- B. A Major PUD Amendment to clarify and update the Tiger Run RV Resort PUD (PLN18-037/Maris Davies) Upper Blue Basin. Staff Recommends Continuing to the February 11, 2020 Regular Meeting due to a Noticing Error.**

Mr. Osborn spoke to note that this item is related to New Business Item C.

Commissioner Stiegelmeier opened & closed the hearing with no public comment.

**MOTION: A motion was made by Commissioner Davidson and seconded by Commissioner Lawrence to continue the hearing for a Major PUD Amendment to clarify and update the Tiger Run RV Resort PUD (PLN18-037/Maris Davies) Upper Blue Basin at the next BOCC Regular Meeting on February 11, 2020.**

**MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT**

- C.** Consideration of a resolution amending the method of appointing the membership of Summit County Housing Authority Commissioners, appointing the Board of County Commissioners as Ex Officio commissioners of the Authority(SHA) (Manager/Attorney).

Jeff Huntley noted that staff recommends approval of the proposed resolution.

Commissioner Stiegelmeier opened & closed the hearing with no public comment.

**MOTION: A motion was made by Commissioner Lawrence and seconded by Commissioner Davidson to approve Resolution 2020-10, amending the method of appointing the membership of Summit County Housing Authority Commissioners, appointing the Board of County Commissioners as Ex Officio commissioners of the Authority (SHA) (Manager/Attorney).**

**MOTION PASSED UNANIMOUSLY BY THE BOARD PRESENT**

**VIII. ADJOURNMENT**

The meeting was adjourned at 2:56 p.m.

Respectfully submitted,

Approved by:

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Lori Dwyer, Deputy Clerk

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Karn Stiegelmeier, Chair

NOTE: These minutes are a summary of the proceedings and motions of the January 28, 2020 Board of County Commissioners' Regular Meeting. The complete digital recording is available in the Office of the Clerk & Recorder, Summit County Courthouse, 2<sup>nd</sup> Floor, 208 Lincoln Avenue, Breckenridge, Colorado 80424.

Warrant List, January 16 - 31, 2020

<b>10 - GENERAL FUND</b>	<b>1,216,231.51</b>
<b>10038 - AIR FILTER SOLUTIONS, INC.</b>	<b>10.10</b>
SUPP - SUPPLIES	10.10
<b>90621 - ANIMAL CONTROL ONE TIME</b>	<b>12.51</b>
SUPP - SUPPLIES	12.51
<b>11876 - BRECKENRIDGE MONTESSORI, INC</b>	<b>4,096.40</b>
SVC - SERVICES	4,096.40
<b>10191 - BRODY CHEMICAL COMPANY, INC</b>	<b>582.49</b>
SUPP - SUPPLIES	582.49
<b>90920 - BUILDING INSPECTION ONE TIME</b>	<b>728.64</b>
SUPP - SUPPLIES	728.64
<b>10222 - CARRIAGE HOUSE PRESCHOOL</b>	<b>11,622.00</b>
SVC - SERVICES	11,622.00
<b>12056 - COLORADO ASSOCIATION PROPERTY POOL</b>	<b>399,206.00</b>
SVC - SERVICES	399,206.00
<b>12055 - COLORADO WORKERS COMPENSATION POOL</b>	<b>570,019.00</b>
SVC - SERVICES	570,019.00
<b>12379 - COPY COPY</b>	<b>110.54</b>
SVC - SERVICES	110.54
<b>10395 - CORUM REAL ESTATE GROUP INC.</b>	<b>3,480.00</b>
SUPP - SUPPLIES	3,480.00
<b>12459 - COVETRUS NORTH AMERICA</b>	<b>155.30</b>
SUPP - SUPPLIES	155.30
<b>11992 - DR ALISON MCNEILLY</b>	<b>973.00</b>
SVC - SERVICES	973.00
<b>10529 - FEDERAL EXPRESS</b>	<b>44.51</b>
SVC - SERVICES	44.51
<b>10569 - GARTH PREUTHUN</b>	<b>63.00</b>
SVC - SERVICES	63.00
<b>10601 - GRAINGER</b>	<b>43.47</b>
SUPP - SUPPLIES	43.47
<b>12257 - HANNAH WYND</b>	<b>6.90</b>
EE - EMPLOYEE REIMB	6.90
<b>12252 - IMAGE NET CONSULTING LLC</b>	<b>160.00</b>
SVC - SERVICES	160.00
<b>12591 - JACKLYN THOMPSON</b>	<b>202.40</b>
EE - EMPLOYEE REIMB	202.40
<b>10695 - JANEEN K OGDEN</b>	<b>1,500.00</b>
SVC - SERVICES	1,500.00
<b>12446 - JEFFREY WILSON PHOTOGRAPHY</b>	<b>800.00</b>
SVC - SERVICES	800.00
<b>10709 - JILL VESNER</b>	<b>306.36</b>
EE - EMPLOYEE REIMB	306.36
<b>12301 - JUDITH L. DOMBROWSKI</b>	<b>1,121.48</b>

SVC - SERVICES	1,121.48
<b>12264 - JULIANE DEMARCO</b>	<b>289.24</b>
EE - EMPLOYEE REIMB	289.24
<b>12303 - KATHLEEN GROSSNICKLAUS</b>	<b>844.35</b>
SVC - SERVICES	844.35
<b>10753 - KATHY NEEL</b>	<b>124.20</b>
EE - EMPLOYEE REIMB	124.20
<b>10766 - KIM MANNHEIMER</b>	<b>124.20</b>
EE - EMPLOYEE REIMB	124.20
<b>10772 - KINSCO LLC</b>	<b>104.48</b>
SVC - SERVICES	104.48
<b>10796 - LAKE DILLON PRESCHOOL</b>	<b>9,985.73</b>
SVC - SERVICES	9,985.73
<b>10804 - LASER GRAPHICS</b>	<b>58.00</b>
SUPP - SUPPLIES	58.00
<b>10808 - LAUREN GEARHART</b>	<b>75.00</b>
EE - EMPLOYEE REIMB	75.00
<b>12302 - LINDA FARRELL</b>	<b>381.04</b>
SVC - SERVICES	381.04
<b>10823 - LITTLE RED SCHOOLHOUSE</b>	<b>13,272.84</b>
EE - EMPLOYEE REIMB	13,272.84
<b>12457 - MARYLYN J GREEN</b>	<b>1,463.54</b>
SVC - SERVICES	1,463.54
<b>10899 - MINES AND ASSOCIATES, P.C.</b>	<b>836.60</b>
SVC - SERVICES	836.60
<b>10978 - OFFICE OF THE DISTRICT ATTORNEY</b>	<b>116,001.34</b>
GOVT - GOVERNMENT AGENCY	116,001.34
<b>11949 - OPEN ARMS CHILDCARE AND PRESCHOOL</b>	<b>10,105.03</b>
SVC - SERVICES	10,105.03
<b>11020 - PHILLIPS PET FOOD &amp; SUPPLIES</b>	<b>554.49</b>
SUPP - SUPPLIES	554.49
<b>11113 - ROCKY MOUNTAIN COFFEE ROASTERS</b>	<b>131.25</b>
SUPP - SUPPLIES	131.25
<b>11119 - ROCKY MOUNTAIN MONTESSORI</b>	<b>10,539.66</b>
SVC - SERVICES	10,539.66
<b>11223 - SOUTHLAND MEDICAL LLC</b>	<b>531.34</b>
SUPP - SUPPLIES	531.34
<b>11617 - STACEY CAMPBELL</b>	<b>124.20</b>
EE - EMPLOYEE REIMB	124.20
<b>11271 - SUMMIT COMMUNITY CARE CLINIC</b>	<b>7,500.00</b>
SVC - SERVICES	7,500.00
<b>11277 - SUMMIT COUNTY PRESCHOOL</b>	<b>7,124.13</b>
SVC - SERVICES	7,124.13
<b>11883 - SUMMIT FIRE AND EMS AUTHORITY</b>	<b>5,236.70</b>
SVC - SERVICES	5,236.70
<b>11288 - SUMMIT SCHOOL DISTRICT RE-1</b>	<b>18,420.00</b>
GOVT - GOVERNMENT AGENCY	18,420.00

<b>11356 - TIMBERLINE LEARNING CENTER</b>	<b>16,478.84</b>
SVC - SERVICES	16,478.84
<b>11462 - WESTERN PAPER DIST</b>	<b>34.52</b>
SUPP - SUPPLIES	34.52
<b>11468 - WHITNEY HORNER</b>	<b>102.45</b>
EE - EMPLOYEE REIMB	102.45
<b>11538 - XEROX FINANCIAL SERVICES</b>	<b>219.24</b>
SVC - SERVICES	219.24
<b>11486 - ZOETIS US LLC</b>	<b>325.00</b>
SUPP - SUPPLIES	325.00
<b>20 - ROAD &amp; BRIDGE FUND</b>	<b>2,140.73</b>
<b>10038 - AIR FILTER SOLUTIONS, INC.</b>	<b>0.30</b>
SUPP - SUPPLIES	0.30
<b>10040 - AIRGAS USA, LLC</b>	<b>317.50</b>
SVC - SERVICES	317.50
<b>10073 - AMERIGAS - 1011</b>	<b>1,767.20</b>
SUPP - SUPPLIES	1,767.20
<b>10975 - O. J. WATSON COMPANY, INC.</b>	<b>55.73</b>
SUPP - SUPPLIES	55.73
<b>21 - TRANSIT FUND</b>	<b>7,188.74</b>
<b>11933 - AMERICAN PUBLIC TRANSPORTATION ASSOCIATION</b>	<b>125.00</b>
SUPP - SUPPLIES	125.00
<b>10481 - ECO TRANSIT</b>	<b>600.00</b>
SVC - SERVICES	600.00
<b>12132 - MOUNTAINSIDES CONDO ASSOCIATION</b>	<b>294.00</b>
SVC - SERVICES	294.00
<b>11568 - NORTHWEST COLORADO COUNCIL OF GOVERNMENTS</b>	<b>4,000.00</b>
SVC - SERVICES	4,000.00
<b>12606 - RICARDO BUSTOS</b>	<b>100.00</b>
EE - EMPLOYEE REIMB	100.00
<b>11113 - ROCKY MOUNTAIN COFFEE ROASTERS</b>	<b>175.00</b>
SUPP - SUPPLIES	175.00
<b>11462 - WESTERN PAPER DIST</b>	<b>1,894.74</b>
SUPP - SUPPLIES	1,894.74
<b>24 - 2010 FUND</b>	<b>350.00</b>
<b>90940 - HOUSING ONE TIME</b>	<b>350.00</b>
SUPP - SUPPLIES	350.00
<b>26 - COMMUNICATIONS CENTER FUND</b>	<b>245.00</b>
<b>10242 - CDWG</b>	<b>245.00</b>
SUPP - SUPPLIES	245.00
<b>32 - LEGACY OPERATIONS FUND</b>	<b>23,826.62</b>
<b>10038 - AIR FILTER SOLUTIONS, INC.</b>	<b>15.86</b>
SUPP - SUPPLIES	15.86
<b>10969 - NORTHERN WATER</b>	<b>1,167.00</b>
SVC - SERVICES	1,167.00
<b>11276 - SUMMIT COUNTY MEDICAL OFFICE</b>	<b>22,643.76</b>
SVC - SERVICES	22,643.76

<b>33 - LIBRARY FUND</b>	<b>4,067.21</b>
10038 - AIR FILTER SOLUTIONS, INC.	4.57
SUPP - SUPPLIES	4.57
10258 - CHARLES D JONES CO	4,062.64
SUPP - SUPPLIES	4,062.64
<b>36 - SOCIAL SERVICES FUND</b>	<b>182.10</b>
12526 - MELISSA THOMPSON	182.10
- UNKNOWN	182.10
<b>71 - SNAKE RIVER SEWER FUND</b>	<b>176.65</b>
10025 - ACZ LABORATORIES	92.00
SUPP - SUPPLIES	92.00
10298 - COLORADO ANALYTICAL LAB	48.00
SVC - SERVICES	48.00
10529 - FEDERAL EXPRESS	36.65
SVC - SERVICES	36.65
<b>72 - SOLID WASTE FUND</b>	<b>2,805.04</b>
10057 - ALSCO	132.22
SUPP - SUPPLIES	132.22
10534 - FERRELLGAS	1,821.60
SUPP - SUPPLIES	1,821.60
10626 - HIGH COUNTRY CONSERVATION	500.00
SVC - SERVICES	500.00
11440 - WAGNER EQUIPMENT	49.87
SUPP - SUPPLIES	49.87
11464 - WESTERN SLOPE SUPPLIES	301.35
SUPP - SUPPLIES	301.35
<b>80 - FLEET MAINTENANCE FUND</b>	<b>40,334.04</b>
10842 - MANSFIELD OIL COMPANY	40,334.04
SUPP - SUPPLIES	40,334.04
<b>81 - GROUP INSURANCE FUND</b>	<b>107,386.58</b>
10478 - EBMS	107,386.58
SVC - SERVICES	107,386.58
<b>90 - FLEXIBLE SPENDING FUND</b>	<b>6,056.16</b>
10478 - EBMS	6,056.16
SVC - SERVICES	6,056.16
<b>98 - PUBLIC TRUSTEE FUND</b>	<b>187,493.31</b>
5002 - BARRETT FRAPPIER & WEISSERMAN. LLP	40.00
- UNKNOWN	40.00
1023 - COLORADO MOUNTAIN NEWS ME	413.50
- UNKNOWN	413.50
90820 - PUBLIC TRUSTEE ONE TIME	7,000.00
SUPP - SUPPLIES	7,000.00
90810 - TREASURER ONE TIME	180,039.81
SUPP - SUPPLIES	180,039.81
<b>99 - TREASURER'S FUND</b>	<b>103,634.63</b>
1014 - BONNIE I. BURKE	10,830.90
- UNKNOWN	10,830.90

<b>1239 - BRANT MCCLURE</b>	<b>715.06</b>
- UNKNOWN	715.06
<b>1178 - BRENDA S GOSCHA</b>	<b>806.79</b>
- UNKNOWN	806.79
<b>1234 - CHARLES SANTAULARIA</b>	<b>5,344.68</b>
- UNKNOWN	5,344.68
<b>1019 - CHRISTOPHER BREVIK</b>	<b>1,833.03</b>
- UNKNOWN	1,833.03
<b>1226 - ERIN JOY MARSH</b>	<b>1,513.78</b>
- UNKNOWN	1,513.78
<b>1227 - GUARDIAN TAX CO 2 LLC</b>	<b>19,135.75</b>
- UNKNOWN	19,135.75
<b>1049 - JAMES HOFFMAN</b>	<b>7,880.20</b>
- UNKNOWN	7,880.20
<b>1176 - JULIE ELKINS</b>	<b>2,094.41</b>
- UNKNOWN	2,094.41
<b>1060 - LARRY BOOTSMA LIVING TRUST</b>	<b>135.19</b>
- UNKNOWN	135.19
<b>1082 - PATTY FAMILY TRUST</b>	<b>1,609.50</b>
- UNKNOWN	1,609.50
<b>1083 - PAUL FOREHAND</b>	<b>4,766.89</b>
- UNKNOWN	4,766.89
<b>1254 - RAUL ALVAREZ</b>	<b>1,549.53</b>
- UNKNOWN	1,549.53
<b>1093 - RORI MILLER</b>	<b>2,436.36</b>
- UNKNOWN	2,436.36
<b>1097 - STEPHEN BROWNSON</b>	<b>4,125.67</b>
- UNKNOWN	4,125.67
<b>1112 - TLC CLUB</b>	<b>1,962.57</b>
- UNKNOWN	1,962.57
<b>1114 - TODD LEVY</b>	<b>3,896.61</b>
- UNKNOWN	3,896.61
<b>1119 - TREASURE HUNT INVESTING LLC</b>	<b>2,775.00</b>
- UNKNOWN	2,775.00
<b>90810 - TREASURER ONE TIME</b>	<b>28,589.18</b>
SUPP - SUPPLIES	28,589.18
<b>1241 - WILLIAM ROBERT RILEY III</b>	<b>1,633.53</b>
- UNKNOWN	1,633.53

<b>Grand Total</b>	<b>1,702,118.32</b>
--------------------	---------------------



**KATHLEEN NEEL, CLERK & RECORDER**

LIQUOR LICENSING

(970) 453-3472

Summit County Government

208 East Lincoln Ave. | P.O. Box 1538

Breckenridge, CO 80424

liquorlicensing@summitcountyco.gov

## LIQUOR LICENSE REVIEW

**Licensee Organization:** The Whiskey Bar at Copper Mountain LLC  
**Establishment Name (DBA):** High Rockies Whiskey and Wine Bar  
**Physical Address:** 260 Ten Mile Circle Copper Mountain, CO 80443  
**Mailing Address:** P.O. Box 1156 Frisco, CO 80443  
**Licensee Name/Representative/Agent:** Lindsay Atkins  
**Current Registered Manager:** Lindsay Atkins  
**Date of Application:** January 15, 2020

INDIVIDUAL	PARTNERSHIP	CORPORATION	LLC
RENEWAL	NEW	TRANSFER	OWNERSHIP CHANGE
TASTINGS PERMIT	MANAGER REGISTRATION	ADDITION OF RELATED FACILITY	TRADE NAME CHANGE
HOTEL AND RESTAURANT		FERMENTED MALT BEVERAGE - OFF	
TAVERN		RESORT COMPLEX	
BEER AND WINE		LIQUOR STORE	

**STAFF COMMENTS:**

**SHERIFF'S OFFICE COMMENTS:**

See attached approval letter.

**CLERK & RECORDER COMMENTS:**

Complete application and proper fees submitted. No new owners, ownership going to 100% to one of the existing owners.

**BOCC INFORMATION:**

**LOCAL LICENSING AUTHORITY:**

Summit County Board of Commissioners

**MEETING AGENDA DATE:**

Tuesday, February 11, 2020

# Report of Changes

## Corporation, Limited Liability Company and Partnership Liquor and 3.2 Beer Licenses

**LLC/Partnership**  
 **Corporation**

**See Instructions and  
Fee Schedule on Page 2**

1. Corporate/LLC Partnership Name The Whiskey Bar at Copper Mountain, LLC		2. State Tax Account Number 31064057-0000		3. State Liquor License Number 03-08959	
4. Trade Name High Rockies Whiskey and Wine Bar				5. Telephone Number (979) 248-0132	
6. Address of Licensed Premises 260 Ten Mile Circle		City Copper Mountain	State CO	ZIP 80443	
7. Mailing Address if different than above P.O. Box 741		City Frisco	State CO	ZIP 80443	
8. LIST ALL officers, directors (corporation) or Managing Members (LLC) or General Partner(s). Each officer, Director, Managing Member or Partner MUST FILL OUT a DR 8404-I (Individual History Record).					
Position Held	Names	Home Address	DOB	Replaces	
Owner	Lindsay R. Atkins	[REDACTED]	[REDACTED]	Jennifer McCready	
9. LIST ALL 10% (or more) Stockholders or 10% (or more) Members or 10% (or more) Limited Partners. Each person listed Must Fill out a DR 8404-I (Individual History Record)					
Stockholders/Members/Partners owning 10% (or more) of business	% Owned	Home Address	DOB	Replaces	
Lindsay R. Atkins	100	[REDACTED]	[REDACTED]	Jennifer McCready	
10. Registered Agent Lindsay Atkins		Address For Service [REDACTED]			
<b>Oath of Application</b> I declare under penalty of perjury in the second degree that this application and all attachments are true, correct, and complete to the best of my knowledge.					
11. Authorized Signature 		Title Owner		Date	
<b>Report of Local Licensing Authority</b> The foregoing changes have been received and examined by the Local Licensing Authority.					
12. Local Licensing Authority For				<input type="checkbox"/> County <input type="checkbox"/> Town/City	
Signature		Title		Date	
Attest				Date	
<b>Do Not Write In This Space – For Department of Revenue Use Only</b>					
<b>Liability Information</b>					
License Account Number	Period	Cash Fund	Total		



Document must be filed electronically.  
 Paper documents are not accepted.  
 Fees & forms are subject to change.  
 For more information or to print copies  
 of filed documents, visit [www.sos.state.co.us](http://www.sos.state.co.us).

Colorado Secretary of State  
 Date and Time: 08/22/2017 09:01 AM  
 ID Number: 20171625116  
 Document number: 20171625116  
 Amount Paid: \$50.00

ABOVE SPACE FOR OFFICE USE ONLY

**Articles of Organization**

filed pursuant to § 7-80-203 and § 7-80-204 of the Colorado Revised Statutes (C.R.S.)

1. The domestic entity name of the limited liability company is

The Whiskey Bar at Copper Mountain, LLC

*(The name of a limited liability company must contain the term or abbreviation "limited liability company", "ltd. liability company", "limited liability co.", "ltd. liability co.", "limited", "l.l.c.", "llc", or "ltd.". See §7-90-601, C.R.S.)*

*(Caution: The use of certain terms or abbreviations are restricted by law. Read instructions for more information.)*

2. The principal office address of the limited liability company's initial principal office is

Street address

260 Ten Mile Circle

*(Street number and name)*

Copper Mountain

*(City)*

CO

*(State)*

80443

*(ZIP/Postal Code)*

United States

*(Country)*

*(Province - if applicable)*

Mailing address

*(leave blank if same as street address)*

PO Box 1156

*(Street number and name or Post Office Box information)*

Frisco

*(City)*

CO

*(State)*

80443

*(ZIP/Postal Code)*

United States

*(Country)*

*(Province - if applicable)*

3. The registered agent name and registered agent address of the limited liability company's initial registered agent are

Name

*(if an individual)*

Atkins

*(Last)*

Lindsay

*(First)*

*(Middle)*

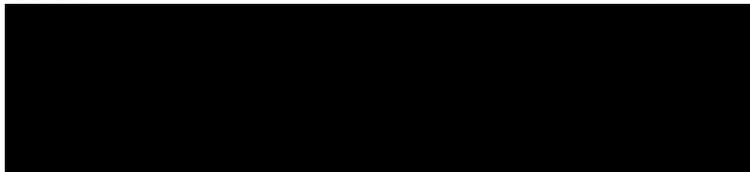
*(Suffix)*

or

*(if an entity)*

*(Caution: Do not provide both an individual and an entity name.)*

Street address



Mailing address

*(leave blank if same as street address)*

PO Box 1156

*(Street number and name or Post Office Box information)*

Frisco CO 80443  
(City) (State) (ZIP Code)

(The following statement is adopted by marking the box.)

The person appointed as registered agent has consented to being so appointed.

4. The true name and mailing address of the person forming the limited liability company are

Name  
(if an individual) Atkins Lindsay  
(Last) (First) (Middle) (Suffix)  
or

(if an entity)  
(Caution: Do not provide both an individual and an entity name.)

Mailing address Po Box 1156  
(Street number and name or Post Office Box information)

Frisco CO 80443  
(City) (State) (ZIP/Postal Code)  
United States  
(Province - if applicable) (Country)

(If the following statement applies, adopt the statement by marking the box and include an attachment.)

The limited liability company has one or more additional persons forming the limited liability company and the name and mailing address of each such person are stated in an attachment.

5. The management of the limited liability company is vested in  
(Mark the applicable box.)

one or more managers.

or

the members.

6. (The following statement is adopted by marking the box.)

There is at least one member of the limited liability company.

7. (If the following statement applies, adopt the statement by marking the box and include an attachment.)

This document contains additional information as provided by law.

8. (Caution: Leave blank if the document does not have a delayed effective date. Stating a delayed effective date has significant legal consequences. Read instructions before entering a date.)

(If the following statement applies, adopt the statement by entering a date and, if applicable, time using the required format.)

The delayed effective date and, if applicable, time of this document is/are \_\_\_\_\_  
(mm/dd/yyyy hour:minute am/pm)

Notice:

Causing this document to be delivered to the Secretary of State for filing shall constitute the affirmation or acknowledgment of each individual causing such delivery, under penalties of perjury, that the document is the individual's act and deed, or that the individual in good faith believes the document is the act and deed of the person on whose behalf the individual is causing the document to be delivered for filing, taken in conformity with the requirements of part 3 of article 90 of title 7, C.R.S., the constituent documents, and the organic statutes, and that the individual in good faith believes the facts stated in the document are true and the document complies with the requirements of that Part, the constituent documents, and the organic statutes.

This perjury notice applies to each individual who causes this document to be delivered to the Secretary of State, whether or not such individual is named in the document as one who has caused it to be delivered.

9. The true name and mailing address of the individual causing the document to be delivered for filing are

Atkins	Lindsay		
<small>(Last)</small>	<small>(First)</small>	<small>(Middle)</small>	<small>(Suffix)</small>
PO Box 1156			
<small>(Street number and name or Post Office Box information)</small>			
<hr/>			
Frisco	CO	80443	
<small>(City)</small>	<small>(State)</small>	<small>(ZIP/Postal Code)</small>	
<small>(Province – if applicable)</small>	United States		
	<small>(Country)</small>		

*(If the following statement applies, adopt the statement by marking the box and include an attachment.)*

This document contains the true name and mailing address of one or more additional individuals causing the document to be delivered for filing.

**Disclaimer:**

This form/cover sheet, and any related instructions, are not intended to provide legal, business or tax advice, and are furnished without representation or warranty. While this form/cover sheet is believed to satisfy minimum legal requirements as of its revision date, compliance with applicable law, as the same may be amended from time to time, remains the responsibility of the user of this form/cover sheet. Questions should be addressed to the user's legal, business or tax advisor(s).

OFFICE OF THE SECRETARY OF STATE  
OF THE STATE OF COLORADO

**CERTIFICATE OF FACT OF GOOD STANDING**

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

The Whiskey Bar at Copper Mountain, LLC

is a

Limited Liability Company

formed or registered on 08/22/2017 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20171625116 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 12/10/2019 that have been posted, and by documents delivered to this office electronically through 12/15/2019 @ 11:32:21 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 12/15/2019 @ 11:32:21 in accordance with applicable law. This certificate is assigned Confirmation Number 11963964 .



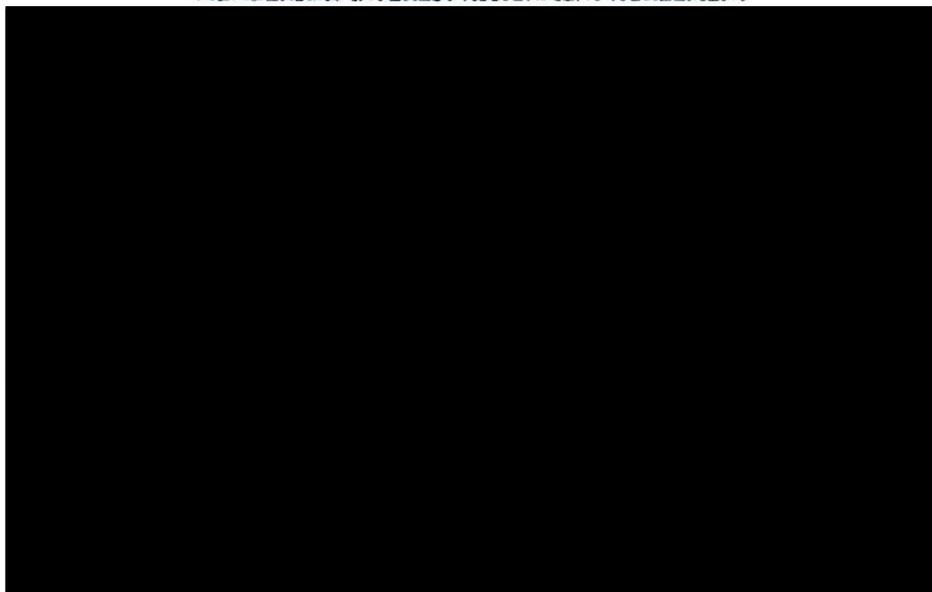
*Jena Griswold*

Secretary of State of the State of Colorado

\*\*\*\*\*End of Certificate\*\*\*\*\*

*Notice: A certificate issued electronically from the Colorado Secretary of State's Web site is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's Web site, <http://www.sos.state.co.us/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our Web site, <http://www.sos.state.co.us/> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."*

**MEMBERSHIP INTEREST ASSIGNMENT AGREEMENT**





# OFFICE OF THE SUMMIT COUNTY SHERIFF

## SHERIFF

Jaime FitzSimons

## UNDERSHERIFF

Joel Cochran

## DIVISION COMMANDERS

Commander Mike Schilling –  
Operations  
Commander David Bertling –  
Detentions  
Director Brian Bovaird-  
Emergency Manager  
Director Lesley Hall-  
Animal Control & Shelter

## ADMINISTRATION

Cristina Cevallos  
Teri Furl  
Erin Opsahl

## CIVIL

Diana Tilley  
David Wiegand

## RECORDS

Mary White  
Cassie Klausner  
Carol Rafferty

## PATROL SUPERVISORS

Lieutenant Tom Whelan  
Sr. Sgt. Dave Martinez  
Sgt. Daric Gutzwiller  
Sgt. Mark Gafari

## JAIL SUPERVISORS

Lieutenant Cynthia Gilbert  
Lieutenant Sylvia Simms  
Sr. Sgt. Ron Hochmuth  
Sgt. Brian Hyde  
Sgt. John Velasquez

## INVESTIGATIONS

Sgt. Robert Pearce

## SPECIAL OPERATIONS

Sgt. Mark Watson

## ANIMAL CONTROL and SHELTER

Meg Leroux  
Jesslyn Swirka

*'Professionally Serving Our  
Community Since 1861''*

DATE: December 20, 2019

TO: Office of the Clerk & Recorder

RE: Establishment Application for Liquor License

The Summit County Sheriff's Office has completed a background check on:

Applicant: The Whiskey Bar at Copper Mountain LLC

DBA: High Rockies Whiskey and Wine Bar

License Type: Hotel & Restaurant

Copper Mountain, CO 80443

We have no record of negative information on the above establishment.

The Summit County Sheriff's Office recommendation is:

No reason found to disapprove this establishment at this time.

Disapproval

Area of Concern

Cassie Klausner

Records Clerk

Joel Cochran

UnderSheriff



**KATHLEEN NEEL, CLERK & RECORDER**

LIQUOR LICENSING

(970) 453-3472

Summit County Government

208 East Lincoln Ave. | P.O. Box 1538

Breckenridge, CO 80424

liquorlicensing@summitcountyco.gov

## LIQUOR LICENSE REVIEW

### **RETAIL LIQUOR STORE TASTINGS PERMIT**

**Licensee Organization:** Happy Hour Liquor LLC  
**Establishment Name (DBA):** The Bottle Shop  
**Physical Address:** 40 Cove Boulevard Unit #C1  
Dillon, CO 80435

**Mailing Address:** 40 Cove Boulevard Unit #C1  
Dillon, CO 80435

**Licensee Name/Authorized Agent:** Ryan Landis  
**Date of Application:** January 8, 2020

#### **STAFF COMMENTS:**

**SHERIFF'S OFFICE COMMENTS:** See attached letter with no reason to disapprove.

**CLERK & RECORDER COMMENTS:** Complete application and proper fees submitted.

#### **BOCC INFORMATION:**

**LOCAL LICENSING AUTHORITY:** Summit County Board of Commissioners  
**MEETING AGENDA DATE:** Tuesday, February 11, 2020

**RETAIL LIQUOR STORE TASTINGS APPLICATION**  
**ANNUAL FEE - \$25.00**

Corporate Name/Licensee (LLC/Corporation/etc.):

Happy Hour Liquor LLC

Establishment Name (DBA):

The Bottle Shop

State Liquor License Number:

2872955000

Previous Tastings Application Expiration Date (if applicable):

January 8, 2020

Physical Address of Liquor-Licensed Business:

40 Cove Blvd C1 Dillon 80435

Phone Number:

970 368 6868

Briefly describe how you anticipate tastings will be conducted (location, number of participants, typical times/days).

Once a month at one single location we partner with various breweries to offer a free tasting from 5pm to 7pm

What practices do you have in place to ensure all applicable liquor laws and regulations of the State of Colorado and Summit County are followed during Tastings occurring at your business? Attach separate sheet if necessary.

I am present during every tasting. I mandate every aspect to ensure adherence

I hereby acknowledge that it is my and my agents/employees responsibility to comply with all liquor laws and regulations of the State of Colorado and Summit County. I have received a copy of Summit County BOCC Resolution 2004-87 from Summit County Clerk & Recorder. I will keep a log of all tasting dates and times on the premises for inspection at any time by local and state enforcement agencies. I further understand that any violation of the terms and conditions of a Tastings License may result in the suspension or revocation of the Tastings License.

Authorized Signature: Ryan Samli

Date of Application: 01/01/2020

Relation to Liquor Licensed Business: Owner

**APPROVAL BY LOCAL LICENSING AUTHORITY:**  
**SUMMIT COUNTY BOARD OF COMMISSIONERS**

[Signature]

CHAIR, SUMMIT COUNTY BOARD OF COUNTY COMMISSIONERS

Kathleen Neel

KATHLEEN NEEL, CLERK & RECORDER



February 11, 2020  
DATE

February 11, 2020  
DATE



# OFFICE OF THE SUMMIT COUNTY SHERIFF

## SHERIFF

Jaime FitzSimons

## UNDERSHERIFF

Joel Cochran

## DIVISION COMMANDERS

Commander Peter Haynes –  
Operations  
Commander David Bertling –  
Detentions  
Director Lesley Hall-  
Animal Control & Shelter

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Teri Furl  
Erin Opsahl

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Sgt. Jake Straw

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Lieutenant Sylvia Simms  
Sr. Sgt. Ron Hochmuth  
Sgt. John Velasquez  
Sgt. Dustin Roth  
Sgt. Robin Kintz

## INVESTIGATIONS

Sgt. Robert Pearce

## SPECIAL OPERATIONS

Sgt. Mark Watson

## ANIMAL CONTROL and SHELTER

Meg Leroux  
Jesslyn Swirka

*“Professionally  
Serving Our  
Community Since  
1861”*

DATE: January 16, 2020

TO: Office of the Clerk & Recorder

RE: Establishment Application for Liquor License

The Summit County Sheriff's Office has completed a background check on:

Applicant: Happy Hour Liquor LLC

DBA: The Bottle Shop

License Type: Liquor Store

40 Cove Boulevard Unit #C1

Dillon, CO 80435

We have no record of negative information on the above establishment.

The Summit County Sheriff's Office recommendation is:

No reason found to disapprove this establishment at this time.

Disapproval

Area of Concern

Cassie Klausner

Records Clerk

Joel Cochran

UnderSheriff



**KATHLEEN NEEL, CLERK & RECORDER**

LIQUOR LICENSING

(970) 453-3472

Summit County Government

208 East Lincoln Ave. | P.O. Box 1538

Breckenridge, CO 80424

liquorlicensing@summitcountyco.gov

## **LIQUOR LICENSE REVIEW - RENEWAL**

**Licensee Organization:** S P S Liquors Inc.  
**Establishment Name (DBA):** Summit Liquors  
**Physical Address:** 21801 U.S. Highway 6 Keystone, CO 80435  
**Mailing Address:** P.O. Box 349 Yampa, CO 80483  
**Licensee Name/Representative/Agent:** Charlene Dunlap  
**Date of Application:** January 24, 2020  
**Type of License:** Liquor Store

**STAFF COMMENTS:**

**SHERIFF'S OFFICE COMMENTS:**

See attached letter with indicated "Area of Concern"

**CLERK & RECORDER COMMENTS:**

Complete application and proper fees submitted.

**BOCC INFORMATION:**

**LOCAL LICENSING AUTHORITY:**

Summit County Board of Commissioners

**MEETING AGENDA DATE:**

Tuesday, February 11, 2020

**Submit to Local Licensing Authority**

**SUMMIT LIQUORS  
PO BOX 349  
Yampa CO 80483**

Fees Due	
Renewal Fee	312.50
Storage Permit \$100 X _____	\$
Sidewalk Service Area \$75.00	\$
Additional Optional Premise Hotel & Restaurant \$100 X _____	\$
Related Facility - Campus Liquor Complex \$160.00 per facility	\$
<b>Amount Due/Paid</b>	<b>\$312.50</b>

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

**Retail Liquor or Fermented Malt Beverage License Renewal Application**

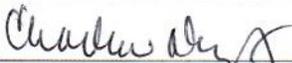
Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name <b>S P S LIQUORS INC</b>		Doing Business As Name (DBA) <b>SUMMIT LIQUORS</b>		
Liquor License # <b>26-39619-0000</b>	License Type <b>Liquor Store (county)</b>	Sales Tax License # <b>26396190000</b>	Expiration Date <b>04/21/2020</b>	Due Date <b>03/07/2020</b>
Business Address <b>21801 HWY 6 Dillon CO 80435</b>				Phone Number <b>9703907731</b>
Mailing Address <b>PO BOX 349 Yampa CO 80483</b>			Email <b>dunlapcha@gmail.com</b>	
Operating Manager <b>CHRIS FORBES</b>				
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input type="checkbox"/> Owned <input checked="" type="checkbox"/> Rented* *If rented, expiration date of lease <b>12/31/2024</b>				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3a. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant, been found in final order of a tax agency to be delinquent in the payment of any state or local taxes, penalties, or interest related to a business? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3b. Since the date of filing of the last application, has the applicant, including its manager, partners, officer, directors, stockholders, members (LLC), managing members (LLC), or any other person with a 10% or greater financial interest in the applicant failed to pay any fees or surcharges imposed pursuant to section 44-3-503, C.R.S.? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
7. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				

**Affirmation & Consent**

I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.

Type or Print Name of Applicant/Authorized Agent of Business	Title
CHARLENE DUNCAP	ACCOUNTANT
Signature	Date
	01/22/2020

**Report & Approval of City or County Licensing Authority**

The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules.

**Therefore this application is approved.**

Local Licensing Authority For	Date	
Signature	Title	Attest



# OFFICE OF THE SUMMIT COUNTY SHERIFF

**SHERIFF**

Jaime FitzSimons

**UNDERSHERIFF**

Joel Cochran

**DIVISION COMMANDERS**

Commander Peter Haynes –

Operations

Commander David Bertling –

Detentions

Director Lesley Hall-

Animal Control &amp; Shelter

**ADMINISTRATION**

Cristina Cevallos

Teri Furl

Erin Opsahl

**CIVIL****RECORDS**

Mary White

Cassie Klausner

Carol Rafferty

**PATROL SUPERVISORS**

Lieutenant Tom Whelan

Sr. Sgt. Dave Martinez

Sgt. Mark Gafari

Sgt. Jake Straw

**JAIL SUPERVISORS**

Lieutenant Cynthia Gilbert

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Sgt. Dustin Roth

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**INVESTIGATIONS**

Sgt. Robert Pearce

**SPECIAL OPERATIONS**

Sgt. Mark Watson

**ANIMAL CONTROL and  
SHELTER**

Meg Leroux

Jesslyn Swirka

*‘Professionally  
Serving Our  
Community Since  
1861’*

DATE: January 24, 2020

TO: Office of the Clerk &amp; Recorder

RE: Establishment Application for Liquor License

The Summit County Sheriff's Office has completed a background check on:

Applicant: SPS Liquors Inc.

DBA: Summit Liquors

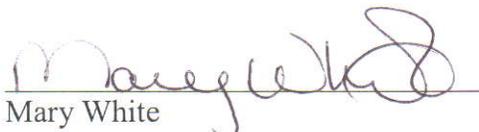
License Type: Liquor Store

21801 U.S. Highway 6

Keystone, CO 80435

We have no record of negative information on the above establishment.

The Summit County Sheriff's Office recommendation is:

 No reason found to disapprove this establishment at this time. Disapproval Area of Concern

Mary White

Records Supervisor



Joel Cochran

Undersheriff



**KATHLEEN NEEL, CLERK & RECORDER**

LIQUOR LICENSING

(970) 453-3472

Summit County Government

208 East Lincoln Ave. | P.O. Box 1538

Breckenridge, CO 80424

liquorlicensing@summitcountyco.gov

## LIQUOR LICENSE REVIEW - RENEWAL

**Licensee Organization:** The Goat Inc.  
**Establishment Name (DBA):** The Goat  
**Physical Address:** 22954 U.S. Highway 6 Keystone, CO 80435  
**Mailing Address:** 22954 U.S. Highway 6 Keystone, CO 80435  
**Licensee Name/Representative/Agent:** Derek Jackson  
**Date of Application:** January 24, 2020  
**Type of License:** Tavern

**STAFF COMMENTS:**

**SHERIFF'S OFFICE COMMENTS:**

See attached approval letter.

**CLERK & RECORDER COMMENTS:**

Complete application and proper fees submitted.

**BOCC INFORMATION:**

**LOCAL LICENSING AUTHORITY:**

Summit County Board of Commissioners

**MEETING AGENDA DATE:**

Tuesday, February 11, 2020

**Submit to Local Licensing Authority**

**GOAT THE**  
**22954 US HWY 6**  
**Keystone CO 80435-7826**

Fees Due		
Renewal Fee	500.00	
Storage Permit	\$100 X	\$
Sidewalk Service Area	\$75.00	\$
Additional Optional Premise Hotel & Restaurant	\$100 X	\$
Related Facility - Campus Liquor Complex	\$160.00 per facility	\$
<b>Amount Due/Paid</b>		\$

Make check payable to: Colorado Department of Revenue. The State may convert your check to a one-time electronic banking transaction. Your bank account may be debited as early as the same day received by the State. If converted, your check will not be returned. If your check is rejected due to insufficient or uncollected funds, the Department may collect the payment amount directly from your banking account electronically.

**Retail Liquor or Fermented Malt Beverage License Renewal Application**

Please verify & update all information below

Return to city or county licensing authority by due date

Licensee Name GOAT INC THE			Doing Business As Name (DBA) GOAT THE	
Liquor License # 07-57222-0000	License Type Tavern (county)	Sales Tax License # 07572220000	Expiration Date 04/04/2020	Due Date 02/19/2020
Business Address 22954 US HWY 6 Keystone CO 80435-7826			Phone Number 9705139344	
Mailing Address 22954 US HWY 6 Keystone CO 80435-7826			Email THEGOATTAVERN@AOL.COM	
Operating Manager DEREK JACKSON				
1. Do you have legal possession of the premises at the street address above? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Are the premises owned or rented? <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Rented* *If rented, expiration date of lease				
2. Are you renewing a storage permit, additional optional premises, sidewalk service area, or related facility? If yes, please see the table in upper right hand corner and include all fees due. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
3. Since the date of filing of the last application, has there been any change in financial interest (new notes, loans, owners, etc.) or organizational structure (addition or deletion of officers, directors, managing members or general partners)? If yes, explain in detail and attach a listing of all liquor businesses in which these new lenders, owners (other than licensed financial institutions), officers, directors, managing members, or general partners are materially interested. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
4. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been convicted of a crime? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
5. Since the date of filing of the last application, has the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) been denied an alcohol beverage license, had an alcohol beverage license suspended or revoked, or had interest in any entity that had an alcohol beverage license denied, suspended or revoked? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
6. Does the applicant or any of its agents, owners, managers, partners or lenders (other than licensed financial institutions) have a direct or indirect interest in any other Colorado liquor license, including loans to or from any licensee or interest in a loan to any licensee? If yes, attach a detailed explanation. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
<b>Affirmation &amp; Consent</b> I declare under penalty of perjury in the second degree that this application and all attachments are true, correct and complete to the best of my knowledge.				
Type or Print Name of Applicant/Authorized Agent of Business DEREK JACKSON			Title GENERAL MANAGER	
Signature <i>[Signature]</i>			Date 1/22/2020	
<b>Report &amp; Approval of City or County Licensing Authority</b> The foregoing application has been examined and the premises, business conducted and character of the applicant are satisfactory, and we do hereby report that such license, if granted, will comply with the provisions of Title 44, Articles 4 and 3, C.R.S., and Liquor Rules. <b>Therefore this application is approved.</b>				
Local Licensing Authority For			Date	
Signature			Title	Attest

# OFFICE OF THE SUMMIT COUNTY SHERIFF



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## UNDERSHERIFF

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DBA: The Goat

License Type: Tavern

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Keystone, CO 80435

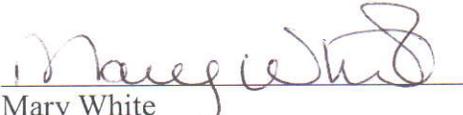
We have no record of negative information on the above establishment.

The Summit County Sheriff’s Office recommendation is:

No reason found to disapprove this establishment at this time.

Disapproval

Area of Concern

  
Mary White  
Records Supervisor

  
Joel Cochran  
Undersheriff

**BOARD OF COUNTY COMMISSIONERS**  
**February 11, 2020**  
**PLANNING CASE #PLN19-136: CLASS 6 RIGHT-OF-WAY DEDICATION PLAT**  
**NEW BUSINESS**

**PROJECT INFORMATION:**

Location: Highway 9 at Peak One Blvd.  
Project/Request: A Class 6 Right-of-way Dedication Plat to transfer land to the Colorado Department of Transportation for future improvements on State Highway 9 known as the Gap Project

**ISSUES:**

None

**PLANNING COMMISSION RECOMMENDATION:**

The Planning Commission does not review Right-of-way dedication plats

**RESOLUTION STATUS**

Draft Resolution Attached

**STAFF RECOMMENDATION:**

Approval with 5 findings and 0 conditions

**ATTACHMENTS:**

1. Vicinity Map
2. Proposed Plat
3. Draft Resolution



**STAFF REPORT**

**TO:** Board of County Commissioners

**FROM:** Sid Rivers, Planner II

**FOR:** Meeting of February 11, 2020

**SUBJECT:** PLN19-136: Class 6 Right-of-way Dedication Plat

**APPLICANT:** Summit County Planning Department

**OWNER:** Summit County Board of County Commissioners

**REQUEST:** A Right-of-way plat to dedicate 0.413 acres of land to the Colorado Department of Transportation (CDOT) for future improvements to State Highway 9 known as the Gap Project

**PROJECT DESCRIPTION:**

**Location:** Highway 9 at peak One Blvd.

**Legal Description:** Unplatted: Portion of the SE ¼ of Section 35, and SW ¼ of Section 36, Township 5 S, Range 78 W of the 6<sup>th</sup> P.M.

**Existing Zoning:** County Commons PUD

**BACKGROUND:**

The Summit County Commons Campus consists of approximately 130 acres of land used for light industrial, public and social service, medical campus, and open space uses. The Commons Campus is comprised of 13 parcels and is zoned County Commons PUD. The PUD was established in 1996 and has been amended several times. The current County Commons PUD was approved in 2019 and is recorded at reception number 1194195. None of the lands within the PUD are platted, with the exception of the 3.16 acre Ophir Mountain residential parcel.

Primary vehicular access to the County Commons area is from Highway 9 at Peak One Boulevard. CDOT has improvements planned for this area slated for construction in the spring of this year. This project is often referred to as the Gap Project. Specific Gap Project improvements for this intersection include changing the intersection into a traffic circle or roundabout.

The purpose of this application is to create additional Right-of-way (ROW) in the area of Highway 9 and Peak One Blvd, and an easement adjacent to Highway 9 at Peak One Drive. These dedications will facilitate the future highway improvement project known as the Gap Project. The ROW created by this application will be a 0.413 acre sliver of land located on the south side of Highway 9 at Peak One Blvd. The parcel created by this ROW dedication plat will be conveyed via deed to CDOT prior to construction. A 495 square foot easement has been provided on the plat for the purposes of traffic control device maintenance. This easement is located adjacent to Highway 9 near the intersection of Peak One Drive.

**Vicinity Map: Highway 9 at Peak One Blvd (CR1004)**

## Proposed ROW plat

### **CRITERIA FOR APPROVAL:**

A request for a right-of-way dedication plat shall meet the following criteria to be approved by the BOCC:

- A. The rights-of-way depicted on the right-of-way dedication plat are of sufficient size and are aligned to allow construction of a road meeting current County Road Standards (Chapter 5).
- B. The applicant has not used the right-of-way platting procedure to circumvent the intent of the County's subdivision regulations.
- C. Lots resulting from the right-of-way dedication plat are in compliance with the County's zoning regulations; or if lots affected by the right-of-way dedication are legal non-conforming lots and as a result of the right-of-way dedication will become more non-conforming, the applicant has demonstrated that it is in the best interest of the public health, safety and welfare to decrease the lot size by dedicating right-of-way.
- D. Easements necessary for the provision of water, wastewater or utilities are not affected or have been relocated to the satisfaction of the water, wastewater or utility companies.
- E. The right-of-way dedication plat is drawn in accordance with all standards in these regulations and is suitable for recordation.

**The rights-of-way depicted on the right-of-way dedication plat are of sufficient size and are aligned to allow construction of a road meeting current County Road Standards (Chapter 5).**

CDOT requested the subject 0.413 acre ROW parcel from Summit County in order to facilitate the upcoming Gap Project improvements. The County has agreed to convey the ROW via deed to CDOT. The Summit County Road and Bridge Department as well as the Colorado Department of Transportation have reviewed the application, ensuring that adequate dedication for future road improvements has been provided.

**The applicant has not used the right-of-way platting procedure to circumvent the intent of the County's subdivision regulations.**

The proposed right-of-way dedication meets the intent of the subdivision regulations and serves to improve Highway 9 road conditions adjacent to the County Commons area as well as through this busy corridor. This right-of-way platting process has not been used to circumvent the intent of the County's subdivision regulations. Platting this 0.413 acre ROW parcel does not plat or subdivide any of the remaining County Commons property.

**Lots resulting from the right-of-way dedication plat are in compliance with the County's zoning regulations; or if lots affected by the right-of-way dedication are legal non-conforming lots and as a result of the right-of-way dedication will become more non-conforming, the applicant has demonstrated that it is in the best interest of the public health, safety and welfare to decrease the lot size by dedicating right-of-way.**

This right-of-way dedication plat is in compliance with the Zoning Regulations and the County Commons PUD. The County Commons PUD does not have minimum lot sizes. The resulting parcel is strictly designated as Highway 9 ROW and will be owned by CDOT. This ROW dedication plat does not plat or subdivide any of the remaining County Commons property.

**Easements necessary for the provision of water, wastewater or utilities are not affected or have been relocated to the satisfaction of the water, wastewater or utility companies.**

There are no easements for water, wastewater or utilities located in the vicinity of the proposed ROW.

This plat is for ROW purposes only and will not effect any easements.

**The right-of-way dedication plat is drawn in accordance with all standards in these regulations and is suitable for recordation.**

The right-of-way dedication plat has been reviewed by staff, including the Summit County Surveyor, and found to meet the standards of the Land Use and Development Code and is suitable for recordation.

**STAFF RECOMMENDATION:**

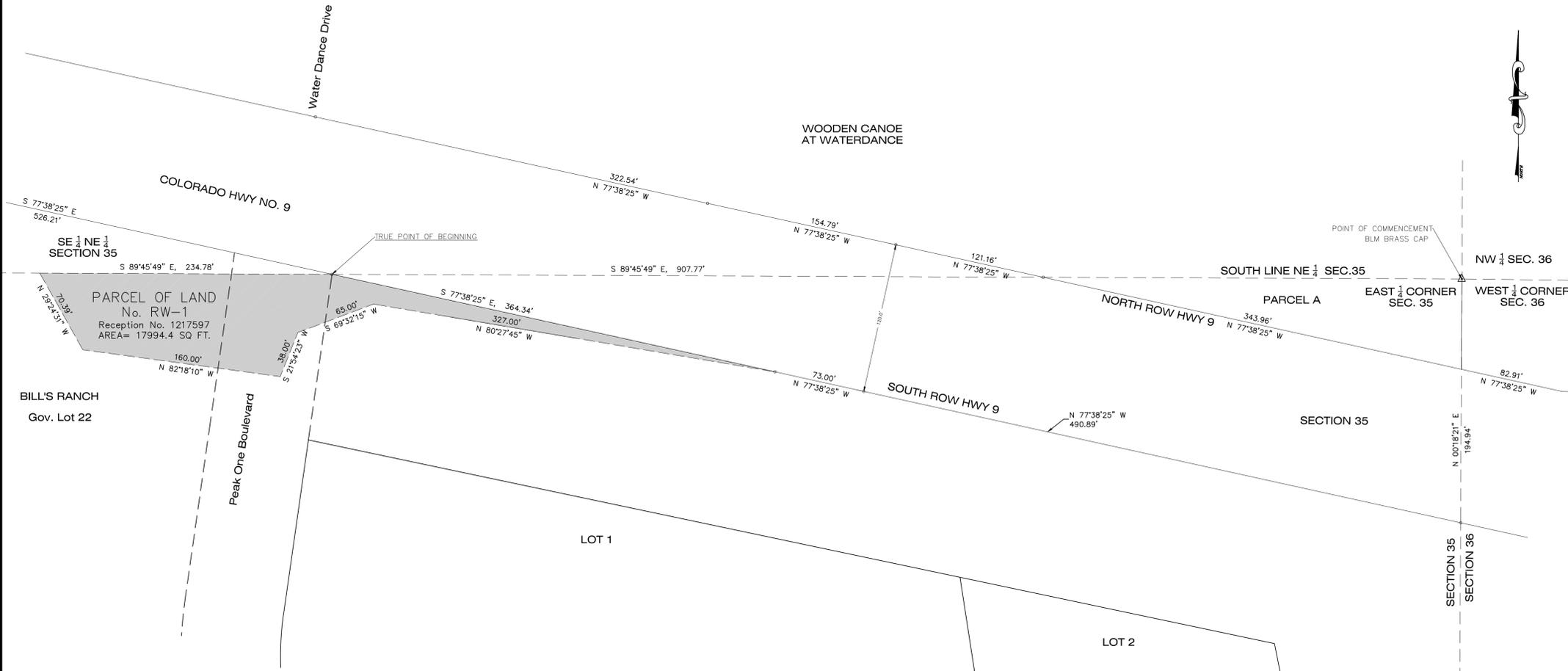
Staff recommends that the Board of County Commissioners approve PLN19-136, a Class 6 Right-of-way Dedication Plat to dedicate 0.413 acres of land to the Colorado Department of Transportation, with the following findings:

**Findings:**

1. The rights-of-way depicted on the right-of-way dedication plat are of sufficient size and are aligned to allow construction of a road meeting current County Road Standards (Chapter 5). The ROW to be dedicated will facilitate the Highway 9 Gap Project.
2. The applicant has not used the right-of-way platting procedure to circumvent the intent of the County's subdivision regulations.
3. Lots resulting from the right-of-way dedication plat are in compliance with the County's zoning regulations and the County Commons PUD.
4. There are no easements necessary for the provision of water, wastewater or utilities.
5. The right-of-way dedication plat is drawn in accordance with all standards in these regulations and is suitable for recordation.

# RIGHT OF WAY DEDICATION PLAT

PORTION OF THE SOUTHEAST  $\frac{1}{4}$  OF SECTION 35 AND SOUTHWEST  $\frac{1}{4}$  OF SECTION 36 TOWNSHIP 5 SOUTH, RANGE 78 WEST OF THE 6TH P.M.  
COUNTY OF SUMMIT, STATE OF COLORADO



**DEDICATION**

Know all persons by these presents: that Summit County Board of Commissioners, being the owner of the land described as follows: A portion of land located within township 5 South, Range 78 West, Section 35, Quarter 4 containing 0.42 acres, in Summit County, Colorado, under the name and style of RIGHT OF WAY DEDICATION PLAT, has laid out, platted and subdivided same as shown on this plat, and, by these presents, does hereby dedicate to the County of Summit, State of Colorado the streets, roads and other public areas as shown hereon, including, but not limited to, trails and open space, for use as such, and hereby dedicates those portions of land labeled as utility easements to the County of Summit for use by utility companies or other providers of utilities in the installation and maintenance of utility lines and facilities. It is understood that the dedication of public rights of way for streets and roads does not necessarily result in the acceptance of roads constructed therein for maintenance by the County of Summit.

In witness whereof, the said owner, Summit County Board of Commissioners, has caused its name to hereunto be subscribed this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

SUMMIT COUNTY BOARD OF COMMISSIONERS

By: Karn Stiegelmeier  
Chair

**NOTARIAL CERTIFICATE**

STATE OF COLORADO )  
COUNTY OF SUMMIT )  
The foregoing Owner's Certificate was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020 by Karn Stiegelmeier as Chair Summit County Board of Commissioners.

Witness my hand and official seal:

NOTARY PUBLIC \_\_\_\_\_

My commission expires: \_\_\_\_\_

**TITLE COMPANY CERTIFICATE**

Land Title Guarantee Company does hereby certify that it has examined the title to all lands shown hereon and title to such lands is in the dedicator free and clear of all liens, taxes, and encumbrances, except as follows:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Agent \_\_\_\_\_

**TREASURER'S CERTIFICATE**

I the undersigned do hereby certify that the entire amount of taxes and assessments due and payable as of \_\_\_\_\_, 20\_\_\_\_ upon all parcels of real estate described on this plat are paid in full.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Signature \_\_\_\_\_  
Summit County Treasurer

**SURVEYOR'S CERTIFICATE**

I, ELIZABETH K. SCHMIDT, being a licensed land surveyor in the State of Colorado, do hereby certify that this Right-of-Way Dedication Plat was made by me and under my supervision and that both are accurate to the best of my knowledge.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Signature \_\_\_\_\_ (Seal)

Colorado Registration No. 37047

**BOARD OF COUNTY COMMISSIONERS APPROVAL**

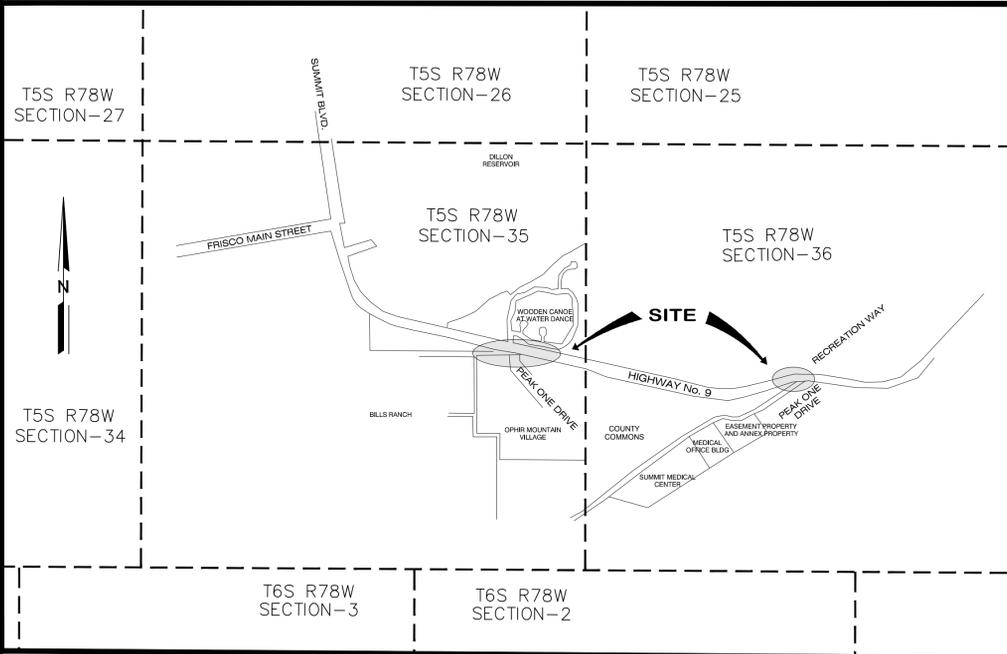
The Board of County Commissioners of Summit County, Colorado, does hereby approve this plat, at a meeting held on this \_\_\_\_\_ day of \_\_\_\_\_, 2020, and hereby accepts dedication of public rights-of-way, utility easements, and other public areas as shown hereon. Acceptance of public rights-of-way for streets or roads does not constitute acceptance for maintenance of roads constructed therein. The procedure for acceptance of roads for maintenance purposes shall be as stated in the Summit County Road & Bridge Design and Construction Standards or such regulations as shall be adopted in lieu of the Summit County Road & Bridge Design and Construction Standards.

Chair of the BOCC \_\_\_\_\_

**RECORDER'S ACCEPTANCE**

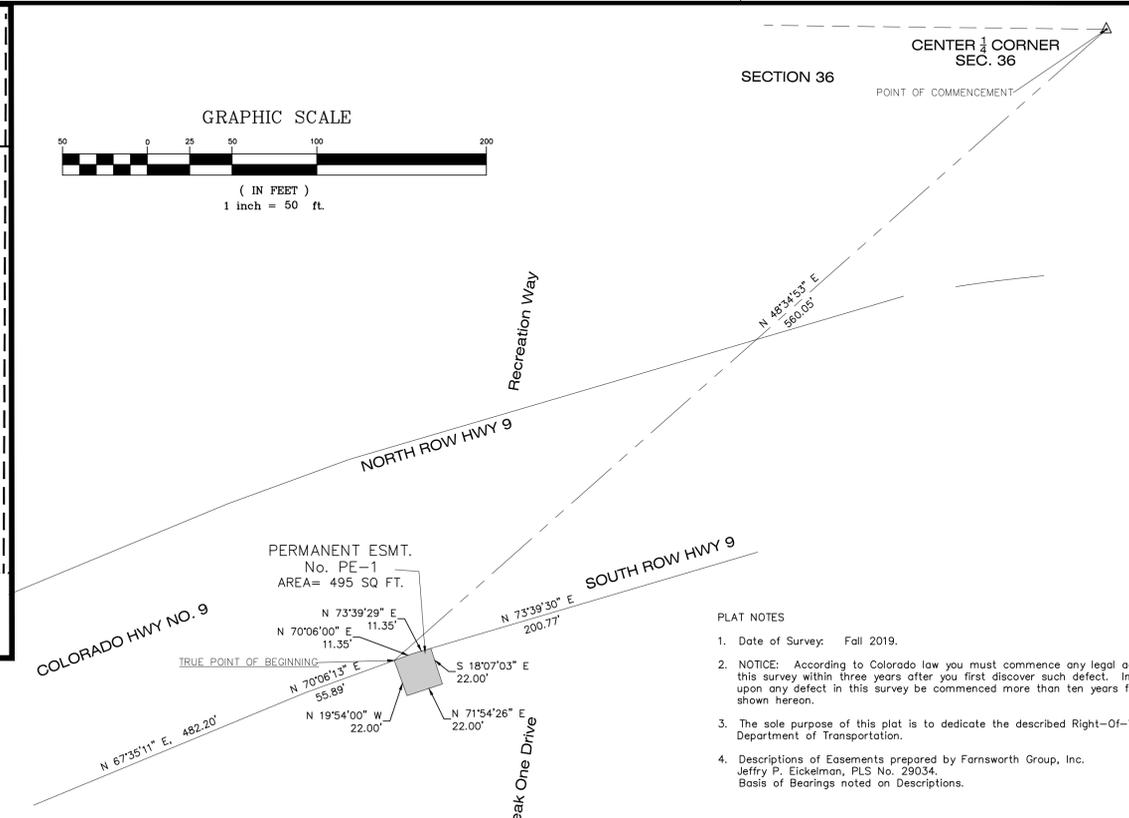
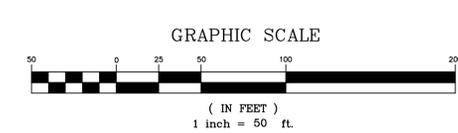
This plat was accepted for filing in the office of the Summit County Clerk and Recorder on this \_\_\_\_\_ day of \_\_\_\_\_, 2020 and filed for record at \_\_\_\_\_ under reception number \_\_\_\_\_

Signature \_\_\_\_\_ (Seal)  
Summit County Clerk and Recorder



VICINITY MAP—NOT TO SCALE

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



**PLAT NOTES**

1. Date of Survey: Fall 2019.
2. NOTICE: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
3. The sole purpose of this plat is to dedicate the described Right-Of-Way and Easements to Colorado Department of Transportation.
4. Descriptions of Easements prepared by Farnsworth Group, Inc. Jeffrey P. Eickelmon, PLS No. 29034. Basis of Bearings noted on Descriptions.

Drawn EKS	Dwg 2301 PLT.dwg	Project 2301
Date 1/17/20	Scale 1" = 50'	Sheet 1 of 2

**SCHMIDT**  
LAND SURVEYING, INC.  
P.O. Box 5761  
FRISCO, CO 80443 970-409-9963

**RESOLUTION NO. 2020-**

**BOARD OF COUNTY COMMISSIONERS  
OF THE  
COUNTY OF SUMMIT  
STATE OF COLORADO**

**A RESOLUTION APPROVING PLANNING CASE #PLN19-136, A REQUEST FOR A RIGHT-OF-WAY DEDICATION IN ORDER TO TRANSFER LAND TO THE COLORADO DEPARTMENT OF TRANSPORTATION FOR FUTURE IMPROVEMENTS ON STATE HIGHWAY 9 KNOWN AS THE GAP PROJECT; PORTION OF THE SE ¼ OF SECTION 35, AND SW ¼ OF SECTION 36, TOWNSHIP 5 S, RANGE 78 W OF THE 6<sup>TH</sup> P.M., ZONED COUNTY COMMONS PUD.** (Applicant: Summit County Planning Department) and

**WHEREAS**, Summit County Planning Department has submitted an application to the Board of County Commissioners (“BOCC”) for a Right-of-way dedication plat in order to transfer land to the Colorado Department of Transportation for future improvements on State Highway 9 known as the Gap Project; portion of the SE ¼ of section 35, and SW ¼ of section 36, Township 5 S, Range 78 W of the 6<sup>th</sup> P.M., zoned County Commons PUD; and,

**WHEREAS**, the Planning Department has reviewed the application and recommended approval of the application to the Board of County Commissioners, subject to certain findings; and

**WHEREAS**, the Board of County Commissioners considered the application at a meeting on February 11, 2020, and has considered all relevant testimony and evidence; and,

**WHEREAS**, in light of such considerations, the Board of County Commissioners of Summit County, Colorado finds that:

1. The rights-of-way depicted on the right-of-way dedication plat are of sufficient size and are aligned to allow construction of a road meeting current County Road Standards (Chapter 5). The ROW to be dedicated will facilitate the Highway 9 Gap Project.
2. The applicant has not used the right-of-way platting procedure to circumvent the intent of the County’s subdivision regulations.
3. Lots resulting from the right-of-way dedication plat are in compliance with the County’s zoning regulations and the County Commons PUD.
4. There are no easements necessary for the provision of water, wastewater or utilities.
5. The right-of-way dedication plat is drawn in accordance with all standards in these regulations and is suitable for recordation.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SUMMIT, STATE OF COLORADO THAT** a Right-of-way dedication plat to dedicate land to the Colorado Department of Transportation for future improvements on State Highway 9 known as the Gap Project; portion of the SE ¼ of section 35, and SW ¼ of section 36, Township 5 S, Range 78 W of the 6<sup>th</sup> P.M., zoned County Commons PUD, is hereby approved.

**ADOPTED THIS 11<sup>th</sup> DAY OF FEBRUARY 2020.**

**COUNTY OF SUMMIT  
STATE OF COLORADO  
BY AND THROUGH ITS  
BOARD OF COUNTY COMMISSIONERS**

---

Karn Stiegelmeier, Chair

**ATTEST:**

---

Kathleen Neel, Clerk & Recorder

**BOARD OF COUNTY COMMISSIONERS**  
**February 11, 2020**  
**PLANNING CASE #PLN18-035: TIGER RUN RV RESORT PARK SUBDIVISION**  
**CLASS 6-GENERAL SUBDIVISION EXEMPTION**  
**NEW BUSINESS**

**PROJECT INFORMATION:**

**Location:** Tiger Run RV Resort, Northeast corner of the Revett Drive and Highway 9 intersection.

**Project/Request:** A General Subdivision Exemption for a lot line vacation to incorporate a portion of Parcel A-1 (0.08 of an acre) from the Swan's Nest Sub into a new 2.072-acre parcel known as the Tiger Run Resort Administration Building Tract, also known as Tract J.

**ISSUES:**

None

**PLANNING COMMISSION RECOMMENDATION:**

The Upper Blue Planning Commission does not make recommendations on General Subdivision Exemptions.

**RESOLUTION STATUS**

Draft Resolution Attached

**STAFF RECOMMENDATION:**

Approval with 7 findings and no conditions

**ATTACHMENTS:**

- A. Proposed Plat
- B. Draft Resolution



PLANNING DEPARTMENT

970.668.4200  
5660

0037 Peak One Dr. | PO Box

Estes, CO 80542

## **STAFF REPORT**

**TO:** Board of County Commissioners

**FROM:** Dan Osborn, Senior Planner

**FOR:** Meeting of February 11, 2020

**SUBJECT:** PLN18-035; Tiger Run RV Resort Park Subdivision, Class 6 General Subdivision Exemption for a Lot Line Vacation

**APPLICANT:** Tiger Run Owners Association (TROA), Represented by Maris Davies, Altitude Law

**OWNER:** Various Private Owners, Represented by the Tiger Run Owners Association.

**REQUEST:** The purpose of the lot line vacation is to incorporate 0.08 acre of Parcel A-1, Swans Nest Subdivision, known as the "Well Parcel" into the Tiger Run RV Resort Subdivision to resolve the Stipulation and Settlement Agreement entered into in Case No. 12CV534.

## **PROJECT DESCRIPTION:**

**Location:** Tiger Run RV Resort, Northeast corner of the Revett Drive and State Highway 9 intersection.

**Legal Description:** Tiger Run Resort Park Subdivision, Summit County, Colorado

**Existing Zoning:** Tiger Run Recreational Vehicle Resort PUD

**Proposed Use:** No change.

**Total site area:** ~45.5 Acres

**Adjacent land uses:**

- East:** Vacant USFS land – Natural Resources (NR-2) district
- West:** State Highway 9 and Agricultural (A-1) district
- North:** Vacant land – Agricultural (A-1) district
- South:** Swan's Nest PUD

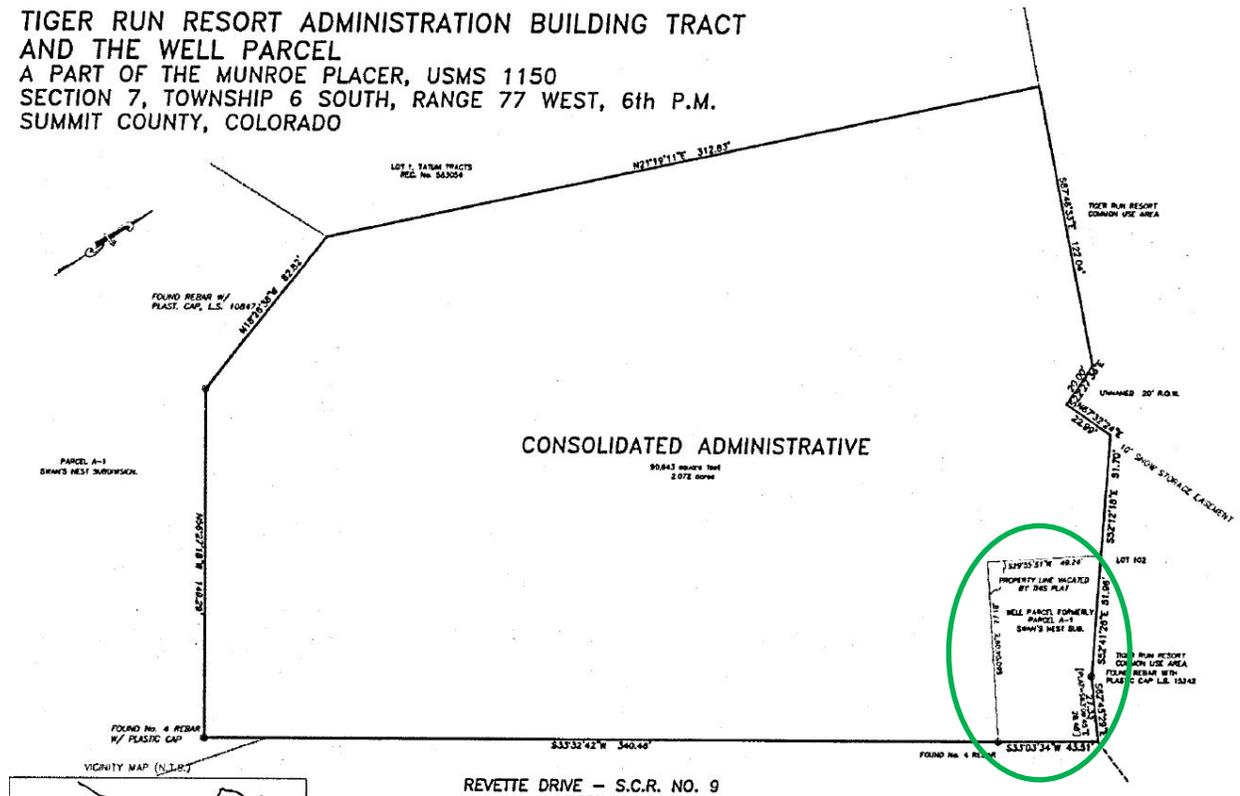
## **BACKGROUND:**

This application for a Class 6 Subdivision Exemption to the Tiger Run Resort Park Subdivision incorporates Parcel A-1, known as the "Well Parcel" into the Tiger Run Resort Park Subdivision. The 0.08 acre portion of land conveyed into the Tiger Run Resort Park Subdivision resolves the final outstanding issue related to the settlement of a prior civil lawsuit in Summit County District Court, Case Number 2012CV534. Planning case PLN18-037 a Major PUD Modification to the

Tiger Run PUD includes the addition of the 0.08 acre parcel and shows the new resulting parcel as Tract W.

Excerpt from Proposed Plat showing the 0.08-acre incorporated parcel.

**TIGER RUN RESORT ADMINISTRATION BUILDING TRACT  
AND THE WELL PARCEL**  
A PART OF THE MUNROE PLACER, USMS 1150  
SECTION 7, TOWNSHIP 6 SOUTH, RANGE 77 WEST, 6th P.M.  
SUMMIT COUNTY, COLORADO



**CRITERIA FOR DECISION**

Section 8402.01 of the Summit County Land Use & Development Code (“Code”), states that the following criteria must be met for the BOCC to approve a general subdivision exemption:

1. The division of land created by the subdivision exemption is not within the purposes of the State subdivision statutes (C.R.S. § 30-28-133 et seq.).
2. The lots resulting from the subdivision exemption are in compliance with County Zoning Regulations.
3. The subdivision exemption is in compliance with County Subdivision Regulations and standards (Chapter 8).
4. The proposed subdivision exemption is in general conformance with the advisory goals, policies and provisions of the Summit County Countywide Comprehensive Plan and any applicable basin or subbasin master plans.
5. The applicant has provided evidence that all areas of the proposed subdivision exemption that may involve soil or topographical conditions presenting hazards or requiring special precautions have been identified and that the proposed uses of these areas are compatible with such conditions.

6. The applicant has provided certification from the County Treasurer's office that all ad valorem taxes applicable to the proposed subdivision exemption, for years prior to the year in which approval is under consideration, have been paid.
7. The exemption plat is drawn in accordance with standards in the Subdivision Regulations and is suitable for recordation.

**Criterion 1: Will Not Circumvent the Intent of the Subdivision Regulations**

The subdivision exemption will not create any additional building sites nor is it in the purview of State subdivision statutes. This application will simply result in the incorporation of a small, 0.08-acre, parcel into the existing subdivision.

**Criterion 2: Compliance with County Zoning Regulations**

This proposal is in compliance with the Zoning Regulations and the Tiger Run Receptions Vehicle Resort PUD. The incorporation of the "Well Parcel" does not change the permitted uses, or density for the subject parcel.

**Criterion 3: Compliance with County Subdivision Regulations and Standards (Chapter 8)**

This subdivision exemption meets the intent of the subdivision regulations. This revision will not adversely affect drainage, trails, fire protection, or any other subdivision regulations in Chapter 8 of the Land Use and Development Code.

**Criterion 4: Compliance with County Comprehensive Plan & Basin Master Plan**

This application is consistent with goals, policies, and actions found in the Countywide, Upper Blue Basin, and Joint Upper Blue Master plans. This request is simply to incorporate a small parcel into an existing subdivision.

**Criterion 5: Compliance with Soil or Topographical Conditions**

There are no soil or topographical conditions present on the subject properties that would preclude the approval of this subdivision exemption.

**Criterion 6: Ad Valorem Taxes**

The Treasurer's office has confirmed that the tax payments for the parcel have been paid and the account is current.

**Criterion 7: Compliance with Plat Standards and Suitable for Recordation**

The plat has been drawn according to the standards in Chapter 8 of the Development Code, and the County Surveyor has found that it is suitable for recordation.

**STAFF RECOMMENDATION:**

Staff recommends that the Board of County Commissioners approve PLN18-035, a General Subdivision Exemption for a lot line vacation to incorporate a portion of Parcel A-1 (0.08 of an acre) from the Swan's Nest Sub into a new 2.072-acre parcel known as the Tiger Run Resort Administration Building Tract, also known as Tract J, with the following findings:

**Findings:**

1. This Subdivision Exemption is not within the purposes of the State Subdivision Statutes. The approval of this request will not result in any additional building sites.
2. This request is in compliance with the Zoning Regulations found in the Land Use and Development Code.

3. This application is in compliance with the Subdivision Regulations found in the Land Use and Development Code; there will be no negative impacts on drainage, trails, slopes, or fire protection.
4. The proposal is in conformance with the Countywide, Upper Blue, and Joint Upper Blue master plans.
5. There are no topographical hazards present on the site.
6. The Treasurer's Office has found that all tax payments are current for the site.
7. The General Subdivision Exemption plat has been drawn according to the standards found in the Land Use and Development Code and is suitable for recordation.

**ATTACHMENTS:**

- A. Proposed Plat
- B. Draft Resolution



**RESOLUTION NO. 2020-\_\_**

**BOARD OF COUNTY COMMISSIONERS  
OF THE  
COUNTY OF SUMMIT  
STATE OF COLORADO**

**A RESOLUTION APPROVING PLANNING CASE #PLN18-035, A GENERAL SUBDIVISION EXEMPTION FOR A LOT LINE VACATION TO INCORPORATE A PORTION OF PARCEL A-1 (0.08-ACRE) FROM THE SWAN'S NEST SUB INTO A CONSOLIDATED 2.072-ACRE PARCEL KNOWN AS THE TIGER RUN RESORT ADMINISTRATION BUILDING TRACT, WHICH INCLUDES TRACT W, ZONED TIGER RUN RECREATIONAL VEHICLE RESORT PUD and**

**WHEREAS**, TROA has applied to the Board of County Commissioners for a General Subdivision Exemption for a Lot Line Vacation to incorporate Parcel A-1, Swans Nest Subdivision, into a consolidated 2.072-acre parcel known as the Tiger Run Resort Administration Building Tract, and includes Tract W; and

**WHEREAS**, the Planning Department has reviewed the application and recommended that it be approved; and

**WHEREAS**, the Board of County Commissioners has reviewed the application at a meeting held on February 11, 2020, and considered the evidence and testimony presented at the meeting; and

**WHEREAS**, the Board of County Commissioners finds as follows:

1. This Subdivision Exemption is not within the purposes of the State Subdivision Statutes. The approval of this request will not result in any additional building sites.
2. This request is in compliance with the Zoning Regulations found in the Land Use and Development Code as well as the Tiger Run Recreational Vehicle Resort PUD in terms of permitted uses, density, and other applicable development standards.
3. This application is in compliance with the Subdivision Regulations found in the Land Use and Development Code; there will be no negative impacts on drainage, trails, slopes, or fire protection.
4. The proposal is in general conformance with the advisory goals, policies and provisions of the Summit County Countywide Comprehensive Plan, Upper Blue Master Plan and Joint Upper Blue Master Plan.
5. There are no topographical hazards present on the site.
6. The Treasurer's Office has found that tax payments are current for the site.
7. The General Subdivision Exemption plat has been drawn according to the standards found in the Land Use and Development Code and is suitable for recordation.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SUMMIT, STATE OF COLORADO, THAT** a General Subdivision Exemption for a Lot Line Vacation to incorporate a portion of Parcel A-1

(0.08-acre) from the Swan's Nest Sub into a consolidated 2.072-acre parcel known as the Tiger Run Resort Administration Building Tract which includes Tract W, zoned Tiger Run Recreational Vehicle Resort PUD, is approved with no conditions.

**ADOPTED THIS 11<sup>TH</sup> DAY OF FEBRUARY 2020.**

**COUNTY OF SUMMIT  
STATE OF COLORADO  
BY AND THROUGH ITS  
BOARD OF COUNTY COMMISSIONERS**

**ATTEST:**

\_\_\_\_\_  
Karn Stiegelmeier, Chair

\_\_\_\_\_  
Kathleen Neel, Clerk & Recorder

**BOARD OF COUNTY COMMISSIONERS**  
**February 11, 2020**  
**PLANNING CASE #PLN18-037: TIGER RUN RESORT MAJOR PUD MODIFICATION**  
**PUBLIC HEARING**

**PROJECT INFORMATION:**

**Location:** Tiger Run RV Resort, Northeast corner of the Revett Drive and Highway 9 intersection.  
**Request:** The purpose of the Tiger Run RV Resort Major PUD Amendment is to clarify requirements of the PUD and incorporate recent lawsuit settlement agreements related to the Whitt property.

**ISSUES:**

None

**PLANNING COMMISSION RECOMMENDATION:**

The Upper Blue Planning Commission heard PLN18-037, a Major Modification to the Tiger Run RV Resort PUD on December 5, 2019, and by a unanimous vote recommended that the BOCC approve the subject request.

**RESOLUTION STATUS:**

Draft Resolution is attached.

**STAFF RECOMMENDATION:**

Approval with ten (10) findings and one (1) condition.

**ATTACHMENTS:**

Attachment A – Application, Narrative, and Supplemental Information  
Attachment B – Proposed PUD Text Modifications & Exhibits A-F



**STAFF REPORT**

**TO:** Board of County Commissioners (“BOCC”)  
**FROM:** Dan Osborn, Senior Planner  
**FOR:** Meeting of February 11, 2020  
**SUBJECT:** Planning Case PLN18-037, Tiger Run RV Resort Major PUD Modification  
**APPLICANT:** Tiger Run Owners Association, Represented by Maris Davies, Altitude Law  
**OWNER:** Various Private Owners, Represented by the Tiger Run Owners Association.  
**REQUEST:** The purpose of the Tiger Run RV Resort Major PUD Modification is to clarify requirements of the PUD and incorporate recent lawsuit settlement agreements related to the Whitt property.

**PROJECT DESCRIPTION:**

**Location:** Tiger Run RV Resort, Northeast corner of the Revett Drive and Highway 9 intersection.  
**Legal Description:** Tiger Run Resort Park Subdivision, Summit County, Colorado  
**Existing Zoning:** Tiger Run Recreational Vehicle Resort PUD  
**Proposed Zoning:** No change.  
**Total site area:** ~45.5 Acres  
**Adjacent land uses:**  
    **East:** Vacant USFS land – Natural Resources (NR-2) district  
    **West:** State Highway 9 and Agricultural (A-1) district  
    **North:** Vacant land – Agricultural (A-1) district  
    **South:** Swan’s Nest PUD.

**BACKGROUND:**

This application for a Major PUD Modification to the Tiger Run Recreational Vehicle Resort PUD will clarify and update the current PUD language to address issues related to the Settlement Stipulation Agreements between Summit County, the Whitt Parties, and Tiger Run Owners Association (TROA), Wi Fi antennas, and incorporate Parcel A-1, Swans Nest Subdivision and updated exhibits and maps into the PUD.

In December of 1995, the Board of County Commissioners (BOCC) approved a new Planned Unit Development (PUD) designation for the Tiger Run RV Resort. Then as now, the allowed land uses include recreational vehicle sites, employee-housing units, storage related to maintenance and upkeep of the property, common and recreational areas/facilities owned by Tiger Run and private open space. The original, and current, PUD limits occupancy to 8 months per year based on access, water, wastewater, and density. “Permanent” structures are very restricted in the PUD, as the property has always been intended as transient RV Park.

Generally, units within the PUD are required to be manufactured offsite, be readily portable and able to be removed in a short period. Since its original approval, the PUD has evolved to allow park model chalets and other offsite built features like “Colorado Rooms”, which are required to be pre-constructed and limited in size to no more than twelve (12) feet by thirty-two (32) feet. Colorado rooms are also required to be mobile or readily portable.

Staff has also identified issues related to on-site construction, and staff has received complaints about occupancy exceeding the allowances set by the PUD, in addition to modifications of a required landscape berm between the park and the Blue River on the west side of the property. It was the original intent of this PUD modification to address each of those issues with this application. However, due to the size of the ownership group that is being represented by TROA, the applicant is not able to fully address the issues related to the occupancy, construction of Colorado Rooms, and enforcing violations on individual lot owners who exceed the occupancy limits. Because of this, County staff have informed TROA that individual owners and TROA are subject to strict enforcement of the PUD as necessary. That said, County staff remains open to working with TROA to resolve all other issues and incorporate needed changes into the PUD. As set forth further below, this PUD amendment is limited in scope to address the settlements of two different lawsuits, both of which the County is a party to. Staff, in consultation with the Attorney’s Office, determined that it was necessary and more efficient to resolve the settlements first and address the individual violations separately, or through a future PUD amendment if necessary. It should be noted, that by approving this narrowly tailored PUD amendment application, Summit County in no way waives its rights to enforce the PUD now, or in the future.

In 2014, legal action was filed between the Whitt Family Partners and the Tiger Run Owner’s Association with Summit County, et al. named as third party defendants. The lawsuit was resolved in 2017 with the District Court approved *Settlement Stipulation Agreement, Case No. 2014CV030238*, between the named parties. The stipulation agreement primarily addressed the ownership of Tract B, on-site employee housing and workforce housing restrictive covenants, and PUD enforcement. The pertinent provisions of the settlement stipulation have been incorporated, in part by reference, into the PUD. In addition, an outstanding issue from the settlement of a prior case, 2012CV534, requires that the PUD be amended to include a small well parcel adjacent to the property. The well parcel is included and shown as Tract W.

Therefore, the primary focus of this application is to resolve the lawsuit requirements noted above and incorporate Tract W, the well parcel, into the PUD. Other minor agreed upon items contained in the amendment includes language allowing Wi-Fi antennas (non-commercial communications towers) under thirty-five (35) feet in height as a permitted use within the PUD. Non-commercial and commercial communication towers over thirty-five (35) feet in height would be subject to the requirements of the Summit County Land Use and Development Code. The other issue addressed by this amendment is related to the Highway 9 Landscape Buffer. Like other items within the PUD, over time changes have occurred that should have had additional review by the Planning Department. In the case of the buffer, both the applicant and County recognize a need to update the landscaping along State Highway 9. This will be accomplished via a provision within the PUD requiring the TROA to submit a revised landscape plan for review and approval by the County. The approved plan is required to be implemented as soon as practical. As it will be a requirement in the PUD, failure by TROA to comply with will result in a PUD enforcement action, including the withholding of all permits if necessary.

After consideration of the application at the public hearing, the Upper Blue Planning Commission recommended that the BOCC approve the request as presented by a unanimous 7-0 vote. There was no negative public comment.

**CRITERIA FOR DISCUSSION:**

Section 12202.05 Code states that the BOCC may approve a major PUD modification zoning amendment only if the application meets all relevant County regulations and standards and makes the following findings:

- A. The modification is consistent with the efficient development and preservation of the entire PUD.
- B. The modification does not affect, in a substantially adverse manner, either the enjoyment of land abutting upon or across a street from the PUD or the public interest.
- C. The modification is not granted solely to confer a special benefit upon any person.
- D. The proposed PUD modification is in general conformance with the goals, polices/actions and provisions of the Summit County Countywide Comprehensive Plan and any applicable basin or subbasin master plans.
- E. The proposed PUD modification is consistent with the purpose and intent of the County's Zoning Regulations.
- F. The proposed PUD modification is consistent with the County's Rezoning Policies.
- G. The proposal furthers the policies constituting the purpose and intent allowing for the establishment of Planned Unit Development, as set forth in §12200.01 of this Code, as well as the policies supporting the purpose and intent of allowing a Major PUD Modification Zoning Amendment, per §12202.01 of this Code.
- H. Adequate access and infrastructure are available to serve the proposal, in light of the both the existing and reasonably anticipated demands on such access and infrastructure.
- I. In light of the purpose and intent of PUD designations and modifications, the proposal furthers the public health, safety integrity and general welfare, as well as efficiency and economy in the use of land and its resources.
- J. The applicant has provided final evidence of adequate water, sewer, access, utilities, and other required infrastructure.
- K. The Review Authority has reviewed and approved the PUD text and any revised exhibits, and, for the BOCC's review, the PUD is suitable for the Chairman's signature and recordation.

**CRITERIA FOR DECISION DISCUSSION**

The Planning Commission may recommend approval of a Major PUD Modification, and the BOCC may approve a Major PUD Modification zoning amendment, only if the application meets all relevant County regulations and standards and provided the Review Authority make the following findings:

**A. The modification is consistent with the efficient development and preservation of the entire PUD.**

The PUD Modification proposal maintains the existing density with only minor changes to the allowed uses related to the court-mandated employee housing covenant and inclusion of Tract W. The addition of non-commercial communication towers and clarification of the landscape plan requirements preserve the overall intent of the original PUD. Other uses within the PUD remain unchanged.

**B. The modification does not affect, in a substantially adverse manner, either the enjoyment of land abutting upon or across a street from the PUD or the public interest.**

Due to the limited nature of the proposed changes, the PUD modification will not adversely affect the use of any lot within the PUD or any adjacent lots in the area. Therefore, it can be found that the proposed changes will not be an adverse impact to adjacent properties or public interest.

**C. The modification is not granted solely to confer a special benefit upon any person.**

The purpose of the PUD modification is to satisfy the District Court orders and clarify the other noted issues within the PUD. The modifications as proposed are not intended to confer a benefit specifically upon any person. Therefore, it can be found that the PUD modification would not confer a special benefit to the applicant, and the criterion could be found to be met.

**D. The proposed PUD modification is in general conformance with the goals, policies/actions and provisions of the Summit County Countywide Comprehensive Plan and any applicable basin or subbasin master plans.**

Upon original adoption 1995 and subsequent amendment in 2005, the PUD has been found to comply with the intent of the Summit County Countywide Comprehensive Plan and the Upper Blue Master Plan. This modification does not alter the approved density of the PUD nor does it change the character of the area or intent of the PUD. Therefore, it can be found that the modification is in general conformance with the goals, policies/actions and provisions of the applicable master plans.

**E. The proposed PUD modification is consistent with the purpose and intent of the County's Zoning Regulations.**

The intent of the request is to satisfy the District Court orders as well as facilitate the efficient development and management of the parcels within the PUD. The proposed modification is not changing the intensity of use or the development plan for the PUD, so the proposed PUD modification is consistent with the purpose and intent of the County's Zoning Regulations.

**F. The proposed PUD modification is consistent with the County's Rezoning Policies.**

Section 3202 of the Land Use and Development Code establishes policies that apply to zoning amendments. These policies are intended to ensure that land with development constraints are avoided and sites are designed consistent with the terrain and natural features and are compatible with existing development. The policies also ensure that adequate infrastructure is available to accommodate the proposed amendment.

Any potential development constraints on the property can be mitigated and/or avoided when development occurs; subsequent development applications will address specific issues noted by the referral agencies.

**G. The proposal is consistent with the policies constituting the purpose and intent allowing for the establishment of Planned Unit Development, as set forth in §12200.01 of this Code, as well as the policies supporting the purpose and intent of allowing a Major PUD Modification Zoning Amendment, per §12202.01 of this Code.**

This Code section includes a statement that PUDs be utilized to encourage innovations in residential, commercial, industrial, recreational and resort development by allowing for mixed land uses, variations in development densities and variety in the type, design, and layout of buildings. The proposed modification to the Tiger Run RV Resort PUD does not seek to change

or alter purpose or intent of the original PUD designation which, when approved, complied with the Planned Unit Development regulations.

**H. In light of the purpose and intent of PUD designations and modifications, the proposal furthers the public health, safety integrity and general welfare, as well as efficiency and economy in the use of land and its resources.**

The proposed PUD modification recognizes requirements of Court approved and adopted settlement agreements between the County and various other parties, including TROA. The efficient and economical use of land, as noted, have been found to be met with previous approvals in the PUD. The modification furthers this intent and purpose by resolving requirements of the lawsuits and updating the PUD.

**I. The applicant has provided final evidence of adequate water, sewer, access, utilities and other required infrastructure to serve present demands, and adequate access and infrastructure is also available to serve reasonably anticipated future demands.**

The applicant has provided final evidence, which has been reviewed by the County water attorney and referral agencies, that adequate water, sewer, access, utilities and required infrastructure to serve present and future demands have been provided.

**J. The Review Authority has reviewed and approved the PUD text and any revised exhibits, and, for the BOCC's review, the PUD is suitable for the Chairman's signature and recordation.**

With compliance with the stipulated conditions of approval, the amended PUD has been written in accordance with the applicable portions of the Code, and will be suitable for recordation.

**STAFF RECOMMENDATION:**

Staff recommends that the BOCC approve of PLN18-037, a Major Modification to the Tiger Run Recreational Vehicle Resort PUD, with the following findings and one (1) no conditions.

Findings:

- A. The modification is consistent with the efficient development and preservation of the entire PUD since the modifications further aid in the functioning of the Tiger Run RV Resort. Specifically, the proposed amendment is consistent in that it will allow the applicant to fulfill the District Court Settlement Stipulation Agreement and other minor PUD issues.
- B. The modification does not affect, in a substantially adverse manner, either the enjoyment of land abutting upon or across a street from the PUD or the public interest.
- C. The modification is not granted solely to confer a special benefit upon any person.
- D. The proposed PUD modification is in general conformance with the goals, polices/actions and provisions of the Summit County Countywide Comprehensive Plan and any applicable basin or subbasin master plans as stipulated in the staff report.
- E. The proposed PUD modification is consistent with the purpose and intent of the County's Zoning Regulations.
- F. The proposed PUD modification is consistent with the County's Rezoning Policies.
- G. The proposal is consistent with the policies constituting the purpose and intent allowing for the establishment of Planned Unit Development, as set forth in §12200.01 of this Code, as well as the policies supporting the purpose and intent of allowing a Major PUD Modification Zoning Amendment, per §12202.01 of this Code.
- H. In light of the purpose and intent of PUD designations and modifications, the proposal furthers the public health, safety integrity and general welfare, as well as efficiency and economy in the use of land and its resources.

- I. The applicant has provided final evidence of adequate water, sewer, access, utilities and other required infrastructure to serve present demands, and adequate access and infrastructure is also available to serve reasonably anticipated future demands.
- J. The Review Authority has reviewed the PUD text and the revised exhibits and pending the BOCC's review, the PUD is suitable for the Chairman's signature and recordation, upon incorporation of the stated condition.

Condition:

1. The County Attorney's Office shall review and approve the final PUD language prior to recordation of the PUD Designation.

**ATTACHMENTS:**

Attachment A – Application, Narrative, and Supplemental Information

Attachment B – Proposed PUD Text Modifications & Exhibits A-F

③ TOWER RUN MAJOR PUD MOD.



PLANNING DEPARTMENT

970.668.4200  
www.SummitCountyCO.gov

0037 Peak One Dr. PO Box 5660  
Frisco, CO 80443

**SUBMITTAL REQUIREMENTS FOR MAJOR PUD MODIFICATION**

**CLASS 5 DEVELOPMENT REVIEW PROCESS**

Per the provisions of Section 12003 of the Summit County Land Use and Development Code ("Code"), it is hereby acknowledged that situations will occur when all of the listed submittal requirements will not be needed, and situations will also occur when items not listed as submittal requirements will be needed in order for the County to have sufficient information to fully evaluate the impacts of an application. Accordingly, the Planning Department is authorized by the Summit County Board of County Commissioners ("BOCC") per the provisions of Section 12003 et seq. of the Code to determine, based on the nature of an application, whether to waive BOCC adopted submittal requirements or require additional information based on the nature of each application.

The following shall be submitted to the Planning Department with a Class 5 development review application for a major PUD modification, except for items that may be waived, or additional items that may be required, in accordance with Section 12003 et seq. of the Code:

Initial & date when required (Office use only)	Initial & date When submitted (Office use only)	A. Written Material
7/2/15 [Signature]		1. <b>Application Form:</b> Attached to the packet.
[Signature]		2. <b>Letter from Property Owner(s):</b> Letter from property owner indicating that such owner is applying for a development review application, or a letter from the property owner giving permission for another person or entity to apply for a Major PUD Modification.
[Signature]		3. <b>Legal Description and Acreage:</b> If unplatted, prepared by registered land surveyor. If legally platted, the legal description can be on the application form.
[Signature]		4. <b>Preliminary Title Report:</b> An applicant shall submit a preliminary title report for the land affected by the PUD modification (Schedule B).
[Signature]		5. <b>Project Narrative:</b> <input checked="" type="checkbox"/> Description of development goals and key components of such development. <input checked="" type="checkbox"/> Total development area. <input checked="" type="checkbox"/> Land uses proposed, and total area devoted to each use, percentage of area devoted to each use. - ADD TELECO/LI-FI TOWERS <input checked="" type="checkbox"/> Number of any residential units proposed. <input checked="" type="checkbox"/> Floor area of proposed residential density (as defined by the Code). <input checked="" type="checkbox"/> Residential densities proposed (Units/acre). <input checked="" type="checkbox"/> Floor area of non-residential uses proposed, by type of use (as defined by the Code). <input checked="" type="checkbox"/> Number of any lodging rooms proposed. - DISCUS OCCUPANCY; NOW REVISORS <input checked="" type="checkbox"/> Amount of any open space proposed. MEET ORIGINAL INTENT OF ORIGINAL PUD. <input checked="" type="checkbox"/> Proposed phasing. <input checked="" type="checkbox"/> Commitments for preservation of natural features and open space. <input checked="" type="checkbox"/> Commitments for providing trails. <input checked="" type="checkbox"/> Design criteria for development per the applicable provisions of the Code, such as Section 3505 et seq. and Section 8104 et seq. <input checked="" type="checkbox"/> If design standards or development requirements are proposed to differ from the Code provisions, a narrative explaining the special circumstances or development or design objectives that justify standards that are different from the Code per Section 12000.02 et seq. of the Code.
		6. <b>Master Plan Conformance Statement:</b> Statement of how proposal generally conforms to the

		applicable master plan goals and related policies/actions.
		7. <b>Criteria for Decision Statement:</b> Statement of how the required criteria for decision can be met.
		8. <b>Water Supply:</b> Description of water supply proposed and preliminary evidence of adequate water rights: <input checked="" type="checkbox"/> Amount of water needed (in gallons per day). <input checked="" type="checkbox"/> Type of water system proposed. <input checked="" type="checkbox"/> Status of water rights. <input checked="" type="checkbox"/> Copy of water augmentation plan. <input checked="" type="checkbox"/> Copy of well permit <input checked="" type="checkbox"/> Office of the State Engineer Water Supply Information Sheet. <input checked="" type="checkbox"/> Letter from the applicable district.
		9. <b>Sewage Disposal:</b> Description of means of sewage disposal and preliminary evidence of adequate sewer system: <input checked="" type="checkbox"/> Amount of wastewater to be generated (in gallons per day). <input checked="" type="checkbox"/> Type of wastewater disposal system proposed. <input checked="" type="checkbox"/> Amount of solid waste to be generated (in pounds). <input checked="" type="checkbox"/> Method of solid waste disposal proposed. <input checked="" type="checkbox"/> Copy of ISDS permit. <input checked="" type="checkbox"/> Letter from the applicable district.
		10. <b>Written Reports and Analyses:</b> <input type="checkbox"/> Soil report. <input type="checkbox"/> Geotechnical report identifying any geotechnical hazards and/or mitigation for development constraints. <input type="checkbox"/> Site specific floodplain analysis (Refer to Section 4100 of the Code). <input type="checkbox"/> Wildlife impact report (Refer to Section 4200 et seq. of the Code). <input checked="" type="checkbox"/> Provisions for employee housing (Refer to Section 3809 of the Code). <input type="checkbox"/> For major development projects, an impact study as required by Section 3504 et seq. of the Code. <input checked="" type="checkbox"/> Traffic impact analysis prepared by a qualified consultant. <input type="checkbox"/> Grading and drainage analysis. <input type="checkbox"/> Wetland delineation report. <input type="checkbox"/> Visual impact analysis. <input checked="" type="checkbox"/> Parking analysis.
		11. <b>CDOT Access Permit:</b> For project sites proposing direct access by a State Highway, a CDOT Access Permit. <input checked="" type="checkbox"/> Contact the Colorado Department of Transportation at (303) 757-9123, if necessary.
		12. <b>Provision of Other Utilities:</b> Statement of proposed method of providing utilities (i.e., gas, electric, phone). <input checked="" type="checkbox"/> Letters of consent from utility companies.
		13. <b>Additional Materials:</b> The following information will also need to be submitted: <input checked="" type="checkbox"/> Proposed modification to the PUD designation text shown with redlines or highlight, both in a printed form and electronic version (MS Word). <input checked="" type="checkbox"/> If correcting or revising the legal description, a legal description of the property. If platted, the platted legal description. If unplatted, a certified metes and bounds legal description of the boundary of the PUD. <input checked="" type="checkbox"/> If revising the development plan or PUD exhibits, a revised development plan and/or exhibits for the proposed PUD, per the provisions of Section 12200.04 of the Code, reduced to 8 1/2 X 11, based on the final development plan described in Section B.3 below.
		<b>B. Graphic Material</b>
		1. <b>Vicinity Map</b>
		2. <b>Existing Conditions Plan:</b> To engineering scale (1":10', 1":20' or 1":30' scale), showing: <input checked="" type="checkbox"/> Property boundaries and dimensions and any and all easements. <input checked="" type="checkbox"/> Certified topographic survey of the property in the areas where development is proposed in

		<p>two foot contour intervals (shown with a dashed line) prepared by a Colorado Licensed Surveyor.</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Certified survey of wetland delineation flagged by a qualified consultant, prepared by a Colorado Licensed Surveyor.</li> <li><input checked="" type="checkbox"/> Steams, ponds, lakes and other water features.</li> <li><input checked="" type="checkbox"/> Certified survey of all existing development and improvements, such as buildings and structures, utility lines, wells, septic and leach fields, sewer and water line connections, trails, driveways, and parking areas prepared by a Colorado Licensed Surveyor.</li> <li><input type="checkbox"/> Slope analysis showing all slopes that are 30% or greater.</li> </ul>
		<p><b>3. Preliminary Development Plan (1":10', 1":20' or 1":30' scale) including (if required):</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Proposed building or structure layout.</li> <li><input type="checkbox"/> Proposed parking area layout per Section 3700 et seq. and Chapter 5 of the Code.</li> <li><input type="checkbox"/> Proposed landscaping layout per Section 3600 et seq. of the Code.</li> <li><input type="checkbox"/> Proposed grading and drainage layout, with proposed grading shown in two foot contour intervals by solid lines and spot elevations on any foundations, parking areas, trails, sidewalks and roadways. <ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> Maximum 2:1 side slope allowed.</li> <li><input checked="" type="checkbox"/> Indicate direction of flow.</li> <li><input checked="" type="checkbox"/> See Chapter 6, 7 and 8 of the Code, or contact the Engineering Department at (970) 668-4200, for more information regarding grading and drainage requirements.</li> </ul> </li> <li><input type="checkbox"/> Proposed snow storage plan per Section 3505.19 et seq. of the Code.</li> <li><input type="checkbox"/> Proposed recreational vehicle storage area per Section 3505.12 of the Code.</li> <li><input type="checkbox"/> Proposed setbacks per Section 3505.13 et seq. of the Code.</li> <li><input type="checkbox"/> Proposed dumpster location per Section 3505.03 et seq. of the Code if a development's trash service will be provided by a dumpster.</li> <li><input type="checkbox"/> Proposed access plan (roadways, driveways, etc.) per Chapter 5 of the Code.</li> <li><input type="checkbox"/> Proposed open space and trail plan.</li> <li><input type="checkbox"/> Other intended uses by area (outdoor storage areas, etc.).</li> <li><input checked="" type="checkbox"/> The proposed activity or use should be designed to avoid, to the greatest extent practicable, visual impacts, steep slopes, ridgelines, wetlands, waterways, wetlands and wetland setback areas, wildlife habitat and other significant natural features.</li> </ul>
		<p><b>4. Wildlife Habitat Overlay District Requirements:</b> Land within Summit County is categorized by the land cover classifications used on the official Wildlife Overlay District Map (See Section 4200 of the Code).</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Map of property showing approximate areas of land cover classifications (see attached), or</li> <li><input type="checkbox"/> In narrative, include a breakdown of the land cover classifications by the percentage of land area covered by each type of classification.</li> </ul>
		<p><b>C. Information Required for Public Hearing</b></p>
		<ul style="list-style-type: none"> <li><input checked="" type="checkbox"/> <b>Adjacent Property Owner Notification:</b> The applicant shall provide to the Planning Department: 1) a list of the adjacent properties within 300 feet of the subject property (or other distance required by the Planning Department) for which public notice is required; and 2) either a) envelopes with postage pre-paid that are also (i) addressed to the adjacent property owner addresses and in the format obtained from the County Assessor, and (ii) listing thereon the address of the Summit County Planning Department as the return address (P.O. Box 5660, Frisco, CO 80443); or b) if approved by the Planning Department, a computer file and/or labels of the adjacent properties for which public notice is required for the Planning Department to send out notice.</li> <li><input checked="" type="checkbox"/> <b>Source of the Adjacent Property Owner Mailing Lists:</b> All mailing lists shall be obtained from the County Assessor's records in accordance with Section 13103.01 et seq. of the Code.</li> <li><input checked="" type="checkbox"/> <b>Affidavit of Adjacent Property Owner List:</b> The Affidavit of Adjacent Property Owner List shall be submitted with the submission of the envelopes prepared for the mail out of the public notice. <b>Homeowner's Associations:</b> A mailing list of all homeowners Associations within the boundary of the PUD will also be provided.</li> <li><input checked="" type="checkbox"/> <b>Property Owners Within the PUD:</b> A mailing list of all the property owners within the</li> </ul>

		<p>PUD.</p> <p><input checked="" type="checkbox"/> <b>Source of the Adjacent Property Owner Mailing Lists:</b> All mailing lists shall be obtained from the County Assessor's records in accordance with Section 13103.01 et seq. of the Code.</p>
		<p><input checked="" type="checkbox"/> <b>Affidavit of Posting:</b> At time of hearing, affidavit that signs advertising the public hearing were posted on the project site by the applicant at least 15 days prior to the hearing by either the Board of County Commissioners or the Planning Commission.</p>
		<p><b>D. Other Materials</b></p>
		<p>1. <b>Development Review Processing Fee:</b> Required fee and adjacent property owner notification printing &amp; mailing cost (payable to Summit County Government).</p>
		<p>2. <b>Colorado State Forest Service Fee (Payable to Colorado State Forest Service with Separate Check).</b></p> <p><input type="checkbox"/> \$100.00 for total area less than 35 acres.</p> <p><input type="checkbox"/> \$150.00 for total area from 36 up to 100 acres.</p> <p><input type="checkbox"/> \$200.00 for total area greater than 100 acres.</p>
		<p>3. <b>Middle Park Soil Conservation District Fee (Payable to the MPSCD with separate check).</b></p> <p><u>Subdivisions</u></p> <p>Conceptual Plans Flat fee of \$200</p> <p>Preliminary Plat Base fee of \$150 + \$10/lot for Lots 1-100*</p> <p>Final Plat \$175</p> <p>Minor Subdivisions of 4 lots or less Flat fee of \$200</p> <p><u>Rezoning</u></p> <p>Base Fee Base fee of \$150 + \$5/acre for Acres 1-100*</p> <p>* Additional fees may apply. Please refer to the MPSCD handout.</p>
		<p>4. <b>Number of Copies Required:</b></p> <p>a. <u>Initial Submittal</u></p> <p><input checked="" type="checkbox"/> <u>1</u> copies of stapled packets of the graphic material, in the scale as outlined above at 24" x 36" in size, folded to 8½"x11".</p> <p><input checked="" type="checkbox"/> <u>3</u> copies of stapled packets of the graphic material that are scalable at 11" x 17" in size, folded to 8½"x11".</p> <p><input checked="" type="checkbox"/> <u>3</u> copies of the written materials.</p> <p><input type="checkbox"/> Individual PDF's of each item required as part of the submittal, separated and labeled according to the submittal requirements.</p> <p>b. <u>Planning Commission Meeting (Revised during the development review process)</u></p> <p><input type="checkbox"/> ___ copies of scalable maps, 11" x 17" in size, folded to 8½"x11", two weeks prior to the Planning Commission hearing date, if necessary.</p> <p>c. <u>Board of County Commissioners ("BOCC") Meeting</u></p> <p><input type="checkbox"/> ___ copies of scalable maps, 11" x 17" in size, folded to 8½"x11", two weeks prior to BOCC date, if necessary.</p>
		<p>The BOCC, Planning Commission or Planning Department may require you to submit additional information needed for review of your application.</p>

I, \_\_\_\_\_ understand and acknowledge the above listed submittal requirements are needed in order to make application for a Major PUD Modification Application. The application includes all the submittal requirements as indicated by an initial and date on the submittal requirement checklist. All applicable fees, any required plans and any other submittal documents so indicated "When Required" on this checklist are also included in the submittal.

Date of Pre-Submittal Meeting: 7/13/2018

Planner's Signature: \_\_\_\_\_



**Exhibit A Planning Department Application  
for Development Review**

<b>For Staff Use Only</b>	
Date submitted:	Project #
Date deemed complete:	Class:
Fees paid: Yes on _____ date	Staff assigned:

**PROJECT NAME:**

**PROJECT LOCATION**

Township/Range/Section:		Subdivision:	Tiger Run Resort
Street Address:	85 Tiger Run Rd.	Block(s):	
Location relative to landmarks or cross-streets:	Tiger Run Rd. & Reville Dr.	Lot(s):	

**REQUEST (please check all that apply)**

Conditional use permit	<input type="checkbox"/>	Preliminary plat	<input type="checkbox"/>
Final PUD	<input type="checkbox"/>	Site plan	<input type="checkbox"/>
Final plat	<input type="checkbox"/>	Subdivision exemption	<input type="checkbox"/>
Final zoning	<input type="checkbox"/>	Temporary use permit	<input type="checkbox"/>
Non-conforming parcel plan review	<input type="checkbox"/>	Vacation/easement	<input type="checkbox"/>
Preliminary zoning	<input type="checkbox"/>	Variance	<input type="checkbox"/>
Preliminary PUD	<input type="checkbox"/>	Other	<input checked="" type="checkbox"/>

**APPLICANT**

Name David Phifer	Phone # 303-733-1121
E Mail Address davidphifer@accuinc.com	Fax # 303-777-2229
Mailing Address 2140 S Holly St.	City, State, Zip Denver, CO 80222

**OWNER (if different from applicant)**

Name	Phone #
E Mail Address	Fax #
Mailing Address	City, State, Zip

**APPLICANT'S PROJECT PLANNER (if different from applicant)**

Name	Phone #
E Mail Address	Fax #
Mailing Address	City, State, Zip

**PROJECT DESCRIPTION**

Size of site	acres	square feet
Zoning	current	proposed
Residential uses	# of units proposed	# of employee units proposed
Non-residential uses	type of use	square feet
Lodging uses	# of units proposed	square feet
Other (please describe)		

## Tiger Run Owners Association Class 5 Major PUD Modification Application

### Section A: Written Material:

1. Application Form: Attached as Exhibit A.
2. Letter from Property Owner: Attached as Exhibit B.
3. Legal Description: See Exhibit H.
4. Preliminary Title Report: Attached as Exhibit C.
5. Project Narrative:
  - a. *Description of development goals and key components of such development:* The goal in submitting this application is to clarify and update the current restrictions applicable to Tiger Run, while maintaining the initial intent and of purpose of Tiger Run as a luxury resort for part-time recreational vehicles and other temporary structures. The key components of Tiger Run's development goals are to clarify any and all zoning regulations in the community, to clarify "use night" designations (while still maintaining a temporary character to the community), to resolve and incorporate all recent water decree rulings; to incorporate recent settlement agreements between Tiger Run and the Whitt Family partners, LLC and Tiger Run and the Town of Breckenridge, to incorporate into the community Parcel A-1, Swans Nest Subdivision as described on the plat which is recorded at Reception No. 569301 in the Summit County Clerk and Recorder's Office, and to update street names to assist with GPS location and emergency services, to incorporate existing WiFi antennas into the community and to permit snow storage on adjacent property owned by the County.
  - b. *Total development area:* Please see survey attached as Exhibit H.
  - c. *Land uses proposed, and total area devoted to each use, percentage of area devoted to each use:* In keeping with the original intent of the Tiger Run community, the proposed land uses include, but are not limited to: (i) recreational vehicles sites; (ii) employee housing units; storage related to maintenance and upkeep of the property; (iv) common area and recreational areas/facilities owned by Tiger Run; (v) open space; and (vi) telecommunication towers. The current total percentages of the community designated for each use is not being modified from what currently exists.
  - d. *Number of residential units proposed:* The number of residential units will remain the same at 371.
  - e. *Floor area of proposed residential density:* This is not being modified.

- f. *Residential densities proposed:* This is not being modified.
- g. *Floor area of non-residential uses proposed by type of use:* This is not being modified.
- h. *Number of lodging room proposed:* At present time, Tiger Run operates under the following time limits: (i) Lots 249-367—recreational vehicles shall remain on the property for no more than six consecutive months or more than a total of eight months in any calendar year; (ii) Lots 1-248, and Lots 397-400 is limited to short-term owner or renter occupancy with a limit of 180 consecutive days per individual or family, no more than eight cumulative months in any calendar year. This original delineation does not take into account use individual nights; it simply allocates a single formula to calculate use for all parties.

In keeping with the original intent of no permanent residents in the community, Tiger Run proposes the following:

- **Occupancy Restrictions.** The community, with the exception of the employee housing, is not intended to be a full time permanent resident community. No Owner, tenant or Owner's guest or any individual may occupy any single lot for more than 180 consecutive days nor more than 240 total days in any calendar year.
  - **Resort Occupancy.** All Lots in the Community shall be allocated a total of 240 use nights per year (the total number of nights in an 8 month period). These units nights may be allocated to the Owners in any manner deemed appropriate, but in no event shall the total occupancy of the resort community exceed 89,040 total nights (240 nights x 371 Lots). The Tiger Run Owners Association shall report to the County all Use Nights for Lots in the commonly managed rental pool (the "Rental Pool") on a quarterly basis
- i. *Amount of open space proposed:* The amount of open space proposed is not changing from the existing conditions.
  - j. *Proposed phasing:* None.
  - k. *Commitment for preservation of natural features and open space:* The original intent of Tiger Run was, in addition to maintaining a temporary occupancy of the community, to keep the community desirable, beneficial, attractive, and to avoid unnecessary interference with the natural beauty of the area. This intent has not changed and Tiger Run is committed to the preservation of the natural features around the community and maintaining quality and natural open space.

- l. Commitment for providing trails:* There existing PUD does not provide for trails in the community. The modification does not change this. However, the PUD and community provide access to multiple trails located just outside the boundaries.
- m. Design criteria for development per the applicable provisions of the Code:* The current PUD met the specific design criteria in place at the time of its adoption and this proposed modification does not make substantive changes to the original/existing intent.
- n. If design standards differ, justification as to why:* N/A.

6. N/A

7. Criteria for Decision Statement:

The Planning Commission may recommend approval of a major PUD modification, and the BOCC may approve a major PUD modification zoning amendment, only if the application meets all relevant County regulations and standards (unless unique provisions have been created per the provisions of this Code) and provided the Review Authority makes the following findings:

- A. The modification is consistent with the efficient development and preservation of the entire PUD.* The modification does not change the original intent or purpose of the community or PUD. All changes are made for the purpose of clarifying, cleaning up, and making more efficient and understandable the language in the PUD. This modification will preserve the original character of the PUD and, additionally, bring the same up to date and in compliance with all zoning regulations.
- B. The modification does not affect, in a substantially adverse manner, either the enjoyment of land abutting upon or across a street from the PUD or the public interest.* Because no substantial changes to the intent or purpose of the community are being made, the impact of the PUD on adjacent or abutting land will be minimal, if any.
- C. The modification is not granted solely to confer a special benefit upon any person.* This modification does not confer any special benefit on any one individual person. The modification is beneficial to all residents within the PUD and Summit County in that the PUD is being brought up to date and all pending issues are being resolved and allows for a more effective manner to track Use Nights and ensure the non-permanent occupancy of the Property.
- D. The proposed PUD modification is in general conformance with the goals, policies/actions and provisions of the Summit County Countywide Comprehensive Plan and any applicable basin or subbasin master plans.* This modification is in conformance with the general goals of the Summit County Countywide Comprehensive Plan which purpose is

to "encourage responsible growth and to maintain the County's character and quality of life." This is accomplished through: guiding future land use decisions to ensure appropriate growth; protecting, enhancing, and promoting environmental resources; maintaining and developing a comprehensive, safe, and efficient transportation system; providing for the diverse housing needs in the community; providing consistent, reliable, and appropriate facilities for the long term development of the County; complementing the environment, existing neighborhoods, and the historic nature of the County; promoting cultural heritage; preserving open space and trails; and maintaining economic sustainability. This modification does not change any of the original tenants of the PUD, which remain intact and further seeks to clarify and update the same.

- E. *The proposed PUD modification is consistent with the purpose and intent of the County's Zoning Regulations. The modification does not seek to change the purpose or intent of the original PUD which, when adopted, was in compliance with the Zoning Regulations.*
- F. *The proposed PUD modification is consistent with the County's Rezoning Policies. The modification does not seek to change the purpose or intent of the original PUD which, when adopted, was in compliance with the Zoning Regulations.*
- G. *The proposal is consistent with the policies constituting the purpose and intent allowing for the establishment of Planned Unit Development, as set forth in §12200.01 of this Code, as well as the policies supporting the purpose and intent of allowing a Major PUD Modification Zoning Amendment, per §12202.01 of this Code. The modification does not seek to change the purpose or intent of the original PUD which, when adopted, was in compliance with the Planned Unit Development regulations.*
- H. *In light of the purpose and intent of PUD designations and modifications, the proposal furthers the public health, safety integrity and general welfare, as well as efficiency and economy in the use of land and its resources. The modification furthers the public health, safety, welfare and efficient use of the land by resolving all pending issues and updating the PUD.*
- I. *The applicant has provided final evidence of adequate water, sewer, access, utilities and other required infrastructure to serve present demands, and adequate access and infrastructure is also available to serve reasonably anticipated future demands. Yes, as outlined herein.*
- J. *The Review Authority has reviewed and approved the PUD text and any revised exhibits, and, for the BOCC's review, the PUD is suitable for the Chairman's signature and recordation.*

8. Water Supply:

- a. Amount of water needed (in gallons per day): Potable 51,055 gallons/day; Irrigation 60,754 gallons/day. The Association has excess water rights as set forth in the Water Opinion letter attached at Exhibit D.
- b. Type of water system proposed: The existing system will remain in place. The existing system is a gravity fed, below ground, well water system which has been in place for numerous years.
- c. Status of water rights: Owned. Please see attached water decrees attached as Exhibit D.
- d. Copy of water augmentation plan: See Exhibit D.
- e. Copy of well permit: See Exhibit D.
- f. Office of the state engineer water supply information sheet: To our knowledge and information this does not apply as Tiger has its own well water system and does not use or access state or county water systems.
- g. Letter from district: The property is served by a gravity fed, below ground, well water system which is not maintained or managed by the City or County. Consequently, we have no letter from a governing district regarding water supply.

9. Sewage Disposal:

- a. Amount of wastewater to be generated (in gallons per day): 51,055 gallons/day.
- b. Type of wastewater disposal system: Free flow.
- c. Amount of solid waste to be generated (in pound): This is not metered.
- d. Method of solid waste disposal proposed: Free flow and a lift station.
- e. Copy of ISDS permit: To our knowledge and information, this does not apply as Tiger Run has its own well water and sewer system.
- f. Letter from district: The property has free flow and lift station sewer service which is not maintained or managed by the City or County. Consequently, we have no letter from a governing district regarding waste water.

10. Written Reports and Analysis:

- a. *Provisions for employee housing*: Tract B is hereby considered a single unit within the Tiger Run community, may be occupied year round, is not subject to the days of use

restrictions, and shall be subject to the County-Wide Employee Housing as provided in the June 6, 2017 Workforce Housing Restrictive Covenant and Agreement—Tract B, Tiger Run Resort recorded on 19 June 2017 at Reception No. 1143797 In addition, Parcel A-1, Swans Nest Subdivision as described on the plat which is recorded at Reception No. 569301 in the Summit County Clerk and Recorder's Office is being incorporated herein and, pursuant to the Court Order in Case No. 12CV534, all of the proposed land shall be for employee housing under § 3809.04 of the Development Code and for utility purposes.

- b. *Traffic impact analysis:* Because the intent of the property is not changing, and the use of the property is not changing, there will be no change in the current traffic patterns in and around the community. The modifications made to the plat will not impact traffic. The roads are remaining intact and all ingress/egress routes to and from the community will remain the same. Therefore, there will be no impact on traffic patterns in or around the community based on this modification.
- c. *Parking analysis:* Parking in the community is not changing. At current time, there are no parking concerns within the community. Because parking is not changing, there will be no parking concerns in the future.

11. CDOT Access Permit:

- a. COD access permit: Attached as Exhibit E.

12. Provision of Other Utilities:

- a. The following utilities are already in place in the community: gas and electric. Letter of consent from Xcel Energy is attached as Exhibit F.

13. Additional Materials:

- a. Proposed modifications to the PUD designation text shown in redline: Attached as Exhibit G.
- b. Description of property: Legal description and plat attached as Exhibit H.
- c. Revised PUD exhibits: Attached under Exhibit G, as G-1 to G-4.

Section B: Graphic Material:

1. N/A.
2. Existing Conditions Plan: Attached as Exhibit H.
3. N/A.

4. N/A.

Section C: Information Required for Public Hearing:

1. Adjacent property owner notification:
  - a. List of adjacent properties within 300 feet of Tiger Run (obtained from the County Assessor's Office), is included as Exhibit J-1.
  - b. Postage prepaid envelopes, addressed to each of the above owners with the Summit County Planning Department as the return address, are included as Exhibit I.
  - c. Affidavit of adjacent property owners attached as Exhibit J.
  - d. Mailing list of all owners within the PUD: Attached as Exhibit K.
  - e. Source of adjacent property owner's mailing lists: all lists have been obtained from the Summit County Assessor's Office.
  - f. Affidavit of Posting: The Association agrees that, at least 15 days prior to the hearing to be set by the County Commissioners or Planning Commission, it will post signs on the property advertising the hearing.

Section D: Other Materials:

1. N/A.
2. N/A.
3. N/A.
4. Number of Copies Requested: This materials provided complies with the requirements of Section D(4).

# Exhibit B

*Tiger Run Owners Association  
c/o A.C.C.U.  
2140 South Holly  
Denver, CO 80222*

*3/16/2018*

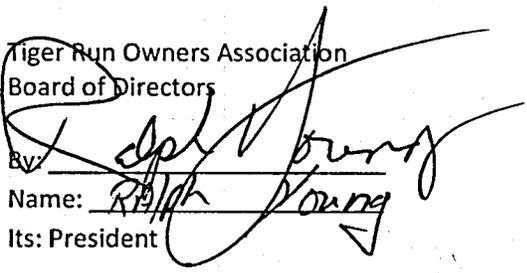
RE: *Class 5 Major PUD Modification Application*

To whom it may concern:

In conjunction with Tiger Run Owners Association's (the "Association") development review application for a Major PUD Modification, the Board of Directors hereby submits its Owner Letter. The Board of Directors certifies that it is the entity which has the power and authority to apply for a Major PUD Modification and hereby applies for the same.

Sincerely,

Tiger Run Owners Association  
Board of Directors

By: 

Name: *Ralph Young*

Its: President

# Exhibit C



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

Customer Distribution

Our Order Number: M20171810

Date: 09-20-2017

Property Address: 85 REVETT DRIVE, BRECKENRIDGE, CO 80424

---

For Title Assistance  
RANDY L. GIBBONS  
200 NORTH RIDGE  
PO BOX 2280  
BRECKENRIDGE, CO 80424  
970-453-2255 (phone)  
970-453-6014 (fax)  
rgibbons@ltgc.com

---

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

Buyer/Borrower  
TBD  
Delivered via: Electronic Mail

HINDMAN SANCHEZ  
rmorton@hindmansanchez.com  
Delivered via: Electronic Mail

Seller/Owner  
TIGER RUN OWNERS ASSOCIATION  
Delivered via: Electronic Mail

HINDMAN SANCHEZ  
mdavies@hindmansanchez.com  
Delivered via: Electronic Mail



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

Order Number: M20171810

Date: 09-20-2017

Property Address: 85 REVETT DRIVE, BRECKENRIDGE, CO 80424

Buyer/Borrower: TO BE DETERMINED

Seller: THE RESPECTIVE OWNERS OF EACH LOT AT TIGER RUN (NOT LISTED) AND THE TIGER RUN OWNERS ASSOCIATION, A COLORADO NONPROFIT CORPORATION ON BEHALF OF THE PROPERTY OWNERS AT TIGER RUN AS THEIR UNDIVIDED INTEREST IN THE COMMON AREAS PURSUANT TO ARTICLE II (2.5), AS SET FORTH IN THAT CERTAIN FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR TIGER RUN RECREATION VEHICLE RESORT RECORDED JULY 27, 2007 UNDER RECEPTION NO. 862606, AS TO PARCEL A THROUGH PARCEL H; AND RUSSELL WHITT AND LISA WHITT AS TO PARCEL I; AND TIGER RUN OWNERS ASSOCIATION, A COLORADO NONPROFIT CORPORATION, AS TO PARCEL J.

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

Estimate of Title Insurance Fees	
TBD Commitment	\$3,000.00
If Land Title Guarantee Company will be closing this transaction, the fees listed above will be collected at closing.	
<b>Total</b>	<b>\$3,000.00</b>
<b>THANK YOU FOR YOUR ORDER!</b>	

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: M20171810

Customer Ref-Loan No.:

**Property Address:**

85 REVETT DRIVE, BRECKENRIDGE, CO 80424

**1. Effective Date:**

09-01-2017 At 5:00 P.M.

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

"TBD" Commitment \$0.00  
Proposed Insured:  
TO BE DETERMINED

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

A FEE SIMPLE

**4. Title to the estate or interest covered herein is at the effective date hereof vested in:**

THE RESPECTIVE OWNERS OF EACH LOT AT TIGER RUN (NOT LISTED) AND THE TIGER RUN OWNERS ASSOCIATION, A COLORADO NONPROFIT CORPORATION ON BEHALF OF THE PROPERTY OWNERS AT TIGER RUN AS THEIR UNDIVIDED INTEREST IN THE COMMON AREAS PURSUANT TO ARTICLE II (2.5), AS SET FORTH IN THAT CERTAIN FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR TIGER RUN RECREATION VEHICLE RESORT RECORDED JULY 27, 2007 UNDER RECEPTION NO. 862606, AS TO PARCEL A THROUGH PARCEL H; AND RUSSELL WHITT AND LISA WHITT AS TO PARCEL I; AND TIGER RUN OWNERS ASSOCIATION, A COLORADO NONPROFIT CORPORATION, AS TO PARCEL J.

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

**PARCEL A:**

UNIT NO.S 85R AND 86R, A RESUBDIVISION OF LOTS 85 AND 86, TIGER RUN RESORT RECREATION VEHICLE PARK ACCORDING TO THE PLAT THEREOF FILED NOVEMBER 30, 2009 UNDER RECEPTION NO. 927386 AND SUBJECT TO THE FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR TIGER RUN RESORT RECREATION VEHICLE PARK THERETO RECORDED JULY 27, 2007 UNDER RECEPTION NO. 862606, COUNTY OF SUMMIT, STATE OF COLORADO.

**PARCEL B:**

UNIT NO.S 309R THROUGH 331R, A RESUBDIVISION OF LOTS 309 - 331, TIGER RUN RESORT RECREATION VEHICLE PARK ACCORDING TO THE PLAT THEREOF FILED MAY 28, 2014 UNDER RECEPTION NO. 1055837 AND SUBJECT TO THE FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR TIGER RUN RESORT RECREATION VEHICLE PARK THERETO RECORDED JULY 27, 2007 UNDER RECEPTION NO. 862606, COUNTY OF SUMMIT, STATE OF COLORADO.

**PARCEL C:**

UNIT NO.S 243 THROUGH 248, A SUBDIVISION EXEMPTION PLAT OF LOTS 243 THROUGH 248, TIGER RUN RESORT RECREATION VEHICLE PARK ACCORDING TO THE PLAT THEREOF FILED MARCH 7, 2006

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: M20171810

Customer Ref-Loan No.:

UNDER RECEPTION NO. 816566 AND SUBJECT TO THE FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR TIGER RUN RESORT RECREATION VEHICLE PARK THERETO RECORDED JULY 27, 2007 UNDER RECEPTION NO. 862606, COUNTY OF SUMMIT, STATE OF COLORADO

PARCEL D:

UNIT NO.S 249 THROUGH 308 AND UNIT NO.S 332 THROUGH 367, TIGER RUN RESORT RECREATION VEHICLE PARK, REPLAT OF LOTS 249 THROUGH 396 AND ADJACENT COMMON AREAS, ACCORDING TO THE PLAT THEREOF FILED AUGUST 23, 1996 UNDER RECEPTION NO. 522046 AND SUBJECT TO THE FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR TIGER RUN RESORT RECREATION VEHICLE PARK THERETO RECORDED JULY 27, 2007 UNDER RECEPTION NO. 862606, COUNTY OF SUMMIT, STATE OF COLORADO

PARCEL E:

UNIT NO.S 188 THROUGH 218 AND UNIT NO. 243, TIGER RUN RESORT RECREATION VEHICLE PARK, REPLAT OF A PORTION OF SECTION C, ACCORDING TO THE PLAT THEREOF FILED NOVEMBER 10, 1982 UNDER RECEPTION NO. 248025 AND SUBJECT TO THE FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR TIGER RUN RESORT RECREATION VEHICLE PARK THERETO RECORDED JULY 27, 2007 UNDER RECEPTION NO. 862606, COUNTY OF SUMMIT, STATE OF COLORADO

PARCEL F:

UNIT NO.S 1 THROUGH 84 AND UNIT NO.S 87 THROUGH 242 AND NO.S 397 THROUGH 400, TIGER RUN RESORT RECREATION VEHICLE PARK ACCORDING TO THE PLAT THEREOF FILED FEBRUARY 25, 1982 UNDER RECEPTION NO. 236574 AND SUBJECT TO THE FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR TIGER RUN RESORT RECREATION VEHICLE PARK THERETO RECORDED JULY 27, 2007 UNDER RECEPTION NO. 862606, COUNTY OF SUMMIT, STATE OF COLORADO

PARCEL G : (ADMINISTRATION BUILDING SITE)

A TRACT OF LAND BEING A PORTION OF THE MUNROE PLACER, UNITED STATES MINERAL SURVEY NO. 1150, LOCATED IN SECTION 7, TOWNSHIP 6 SOUTH, RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SUMMIT COUNTY, COLORADO. SAID TRACT OF LAND LYING WEST OF AND ADJACENT TO THE WESTERLY LINE OF TIGER RUN RESORT RECREATION VEHICLE PARK PLATS, SHEET 2 OF 5, A SUBDIVISION AS FILED FOR RECORD UNDER RECEPTION NO. 236574 IN THE OFFICE OF THE SUMMIT COUNTY CLERK AND RECORDER. SAID TRACT OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN ANGLE POINT ON SAID WESTERLY LINE OF TIGER RUN RESORT RECREATION VEHICLE PARK PLATS, THENCE SOUTH 21 DEGREES 19 MINUTES 11 SECONDS WEST A DISTANCE OF 312.83 FEET; THENCE SOUTH 18 DEGREES 26 MINUTES 38 SECONDS EAST A DISTANCE OF 82.82 FEET; THENCE SOUTH 56 DEGREES 27 MINUTES 18 SECONDS EAST A DISTANCE OF 149.29 FEET; THENCE NORTH 33 DEGREES 32 MINUTES 42 SECONDS EAST A DISTANCE OF 340.46 FEET; THENCE NORTH 60 DEGREES 04 MINUTES 09 SECONDS WEST A DISTANCE OF 77.18 FEET; THENCE NORTH 29 DEGREES 55 MINUTES 51 SECONDS EAST A DISTANCE OF 49.24 FEET TO A POINT ON SAID WESTERLY LINE OF TIGER RUN RESORT RECREATION VEHICLE PARK PLATS; THENCE ALONG SAID WESTERLY LINE FOR THE FOLLOWING FOUR COURSES:

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

Order Number: M20171810

Customer Ref-Loan No.:

- (1) NORTH 52 DEGREES 12 MINUTES 18 SECONDS WEST A DISTANCE OF 51.70 FEET;
- (2) SOUTH 67 DEGREES 32 MINUTES 24 SECONDS WEST A DISTANCE OF 22.99 FEET;
- (3) NORTH 22 DEGREES 27 MINUTES 36 SECONDS WEST A DISTANCE OF 20.00 FEET;
- (4) NORTH 67 DEGREES 46 MINUTES 33 SECONDS WEST A DISTANCE OF 122.03 FEET TO THE POINT OF BEGINNING, COUNTY OF SUMMIT, STATE OF COLORADO.

PARCEL H: "COMMON USE AREA", COMMON AREA OPEN SPACE" AND "COMMON RECREATIONAL AREA", TIGER RUN RESORT RECREATION VEHICLE PARK ACCORDING TO THE PLAT THEREOF FILED FEBRUARY 25, 1982 UNDER RECEPTION NO. 236574 AND AS AMENDED ON THE REPLAT FOR LOTS 249 THROUGH 396 AND ADJACENT COMMON AREAS RECORDED AUGUST 23, 1996 UNDER RECEPTION NO. 522046 AND SUBJECT TO THE FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR TIGER RUN RESORT RECREATION VEHICLE PARK THERETO RECORDED JULY 27, 2007 UNDER RECEPTION NO. 862606 AND AS SET FORTH IN ARTICLE II (2.5), COUNTY OF SUMMIT, STATE OF COLORADO

PARCEL I: (WHITT PROPERTY)

TRACT B, TIGER RUN RESORT RECREATION VEHICLE PARK ACCORDING TO THE PLAT THEREOF FILED AUGUST 23, 1996 UNDER RECEPTION NO. 522046 AND SUBJECT TO THE FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR TIGER RUN RESORT RECREATION VEHICLE PARK THERETO RECORDED JULY 27, 2007 UNDER RECEPTION NO. 862606, SUMMIT COUNTY, COLORADO.

PARCEL J: (WELL PARCEL)

A TRACT OF LAND LOCATED IN THE SE1/4 OF SECTION 7, TOWNSHIP 6 SOUTH, RANGE 77 WEST OF THE 6TH P.M., SUMMIT COUNTY, COLORADO, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NO. 12 OF THE MUNROE PLACE, U.S. MINERAL SURVEY NO. 1150;

THENCE NORTH 14 DEGREES 11 MINUTES 50 SECONDS EAST, A DISTANCE OF 533.30 FEET TO CORNER NO. 11 OF SAID MUNROE PLACER;

THENCE NORTH 57 DEGREES 18 MINUTES 36 SECONDS EAST, A DISTANCE OF 300.02 FEET;

THENCE NORTH 63 DEGREES 09 MINUTES 45 SECONDS WEST, A DISTANCE OF 153.48 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION;

1) THENCE SOUTH 33 DEGREES 03 MINUTES 34 SECONDS WEST, A DISTANCE OF 43.51 FEET;

2) THENCE NORTH 60 DEGREES 33 MINUTES 17 SECONDS WEST, A DISTANCE OF 77.18 FEET;

3) THENCE NORTH 29 DEGREES 26 MINUTES 43 SECONDS EAST, A DISTANCE OF 49.24 FEET;

4) THENCE SOUTH 52 DEGREES 41 MINUTES 26 SECONDS EAST, A DISTANCE OF 51.96 FEET;

5) THENCE SOUTH 63 DEGREES 09 MINUTES 45 SECONDS EAST, A DISTANCE OF 28.48 FEE TO THE TRUE POINT OF BEGINNING.

**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule A**

**Order Number: M20171810**

**Customer Ref-Loan No.:**

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**ALTA COMMITMENT**  
**Old Republic National Title Insurance Company**  
**Schedule B-1**

**(Requirements)**

**Order Number: M20171810**

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

**Payment to or for the account of the grantors or mortgagors of the full consideration for the estate or interest to be insured.**

**Proper instrument(s) creating the estate or interest to be insured must be executed and duly filed for record, to-wit:**

**THIS COMMITMENT IS FOR INFORMATION ONLY, AND NO POLICY WILL BE ISSUED PURSUANT HERETO.**

**Old Republic National Title Insurance Company**  
**Schedule B-2**  
**(Exceptions)**

Order Number: M20171810

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

1. Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
2. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.
8. RIGHTS OF THE PROPRIETORS OF VEINS OR LODES TO EXTRACT OR REMOVE THEIR ORE IF THE SAME IS FOUND TO PENETRATE OR INTERSECT SUBJECT PROPERTY AND RIGHTS OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS CONTAINED IN PATENT FOR THE KIMBALL PLACER RECORDED JUNE 24, 1881 IN BOOK 31 AT PAGE 60 AND MONROE PLACER RECORDED JUNE 24, 1881 IN BOOK 31 AT PAGE 64 AND RILEY PLACER IN RECORDED AUGUST 8, 1902 IN BOOK BOOK 66 AT PAGE 46.
9. PUBLIC SERVICE COMPANY'S SWAN RIVER TRANSMISSION LINE RIGHT OF WAY AS REFERRED TO IN INSTRUMENT RECORDED SEPTEMBER 26, 1929 IN BOOK 117 AT PAGE 355.
10. TERMS, CONDITIONS AND PROVISIONS OF MINERAL RESERVATIONS AS CONTAINED IN INSTRUMENT RECORDED FEBRUARY 18, 1960 IN BOOK 154 AT PAGE 286.
11. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED MARCH 12, 1984 AT RECEPTION NO. 274291.
12. PLANNED UNIT DEVELOPMENT AGREEMENT DATED OCTOBER 16, 1980 AND RECORDED OCTOBER 16, 1980 UNDER RECEPTION NO. 213418.
13. PLANNED UNIT DEVELOPMENT AGREEMENT DATED NOVEMBER 05, 1981 AND RECORDED NOVEMBER 05, 1981 UNDER RECEPTION NO. 231408.
14. PLANNED UNIT DEVELOPMENT AGREEMENT DATED JANUARY 19, 1982 AND RECORDED JANUARY 25, 1982 UNDER RECEPTION NO. 235121.

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: M20171810

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the Company:

15. RESERVATIONS, RESTRICTIONS AND EASEMENTS AS CONTAINED IN ASSIGNMENT AND TRANSFER AGREEMENT BETWEEN TIGER RUN, INC., ROBERT G. CAMPBELL, MARY C. CAMPBELL, RESORT DEVELOPMENT, INC. AND GARY TAKACS RECORDED NOVEMBER 17, 1981 UNDER RECEPTION NO. 231959.
16. DECLARATION OF COVENANTS AND RESTRICTIONS FOR TIGER RUN RESORT RECREATION VEHICLE PARK, WHICH DO NOT CONTAIN A FORFEITURE OR REVERTER CLAUSE, AS CONTAINED IN FOURTH AMENDED AND RESTATED DECLARATION OF COVENANTS AND RESTRICTIONS FOR TIGER RUN RESORT RECREATION VEHICLE PARK THERETO RECORDED RECORDED JULY 27, 2007 UNDER RECEPTION NO. 862606 AND ASSIGNMENT OF DECLARANTS RIGHTS RECORDED JULY 11, 1991 UNDER RECEPTION NO. 406016.
17. EASEMENT AGREEMENT FOR A PERPETUAL NON-EXCLUSIVE EASEMENT FOR INSTALLATION AND MAINTENANCE OF A BICYCLE ROUTE BETWEEN RESORT DEVELOPMENT, INC., A TENNESSEE CORPORATION AND THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY AS CONTAINED IN INSTRUMENT RECORDED MARCH 17, 1982 UNDER RECEPTION NO. 237406.
18. EASEMENT AGREEMENT FOR INGRESS AND EGRESS BETWEEN RICHARD J. CUTLER, DEAN R. NEESE, HAROLD J. MCINTIRE AND MCCUNE CORPORATION AS CONTAINED IN DOCUMENT RECORDED MARCH 12, 1984 UNDER RECEPTION NO. 274292.  
  
NOTE: SAID EASEMENT AGREEMENT WAS DEEDED TO RICHARD R. HELMICK, TRUSTEE IN DEED RECORDED MARCH 20, 1986 UNDER RECEPTION NO. 314166.
19. ENTRY LAND AGREEMENT BETWEEN MCCUNE CORPORATION: RICHARD J. CUTLER, DEAN R. NEESE AND HAROLD J. MCINTIRE: SUMMIT COUNTY CAMPGROUND ASSOCIATION AND RICHARD R. HELMICK, TRUSTEE AS CONTAINED IN DOCUMENT RECORDED MARCH 12, 1984 UNDER RECEPTION NO. 274294.  
  
NOTE: SAID AGREEMENT WAS DEEDED TO RICHARD R. HELMICK, TRUSTEE IN DEED RECORDED MARCH 20, 1986 UNDER RECEPTION NO. 314167.
20. UTILITY EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO AND THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY AS CONTAINED IN DOCUMENT RECORDED AUGUST 15, 1984 UNDER RECEPTION NO. 282505.
21. TERMS, CONDITIONS AND PROVISIONS OF THE MASTER DECLARATION COVENANTS, CONDITIONS AND RESTRICTIONS FOR TIGER RUN R.V. PARK RECORDED MARCH 20, 1984 UNDER RECEPTION NO. 274649, REVOCATION OF COVENANTS RECORDED MAY 28, 1986 UNDER RECEPTION NO. 317768.
22. THE EFFECT OF RESOLUTION NO. 92-1, RECORDED JANUARY 17, 1992, UNDER RECEPTION NO. 416133.
23. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED OCTOBER 07, 1991 UNDER RECEPTION NO. 410542.
24. TERMS, CONDITIONS AND PROVISIONS OF CONTRACT FOR EASEMENT RECORDED NOVEMBER 22, 1995 UNDER RECEPTION NO. 503854.

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: M20171810

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:

25. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION 95-113 APPROVING A PUD MODIFICATION RECORDED DECEMBER 18, 1995 UNDER RECEPTION NO. 505497.
26. TERMS, CONDITIONS AND PROVISIONS OF PUD DESIGNATION RECORDED DECEMBER 18, 1995 UNDER RECEPTION NO. 505498 AND RE-RECORDED FEBRUARY 20, 1996 UNDER RECEPTION NO. 509633.
27. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION 95-114 APPROVING A SUBDIVISION EXEMPTION RECORDED DECEMBER 18, 1995 UNDER RECEPTION NO. 505499.
28. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF SEWER EASEMENT RECORDED MAY 04, 1998 UNDER RECEPTION NO. 564885.
29. TERMS, CONDITIONS AND PROVISIONS OF ADDENDUM TO GRANT OF SEWER EASEMENT RECORDED MAY 04, 1998 UNDER RECEPTION NO. 564886.
30. TERMS, CONDITIONS AND PROVISIONS OF ASSIGNMENT RECORDED MAY 11, 1998 UNDER RECEPTION NO. 565337.
31. TERMS, CONDITIONS AND PROVISIONS OF ASSIGNMENT AND AGREEMENT INTO THE BRECKENRIDGE SANITATION DISTRICT RECORDED DECEMBER 17, 1998 UNDER RECEPTION NO. 584163.
32. TERMS, CONDITIONS AND PROVISIONS OF ORDER OF INCLUSION INTO BRECKENRIDGE SANITATION DISTRICT RECORDED DECEMBER 17, 1998 UNDER RECEPTION NO. 584164.
33. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED SEPTEMBER 12, 2001 AT RECEPTION NO. 662449.
34. TERMS, CONDITIONS AND PROVISIONS OF TIGER RUN RECREATIONAL VEHICLE RESORT PLANNED UNIT DEVELOPMENT DESIGNATION RECORDED JULY 25, 2005 AT RECEPTION NO. 795703.
35. TERMS, CONDITIONS AND PROVISIONS OF TIGER RUN RV RESORT ENTRY EASEMENT (THROUGH ADMINISTRATION PROPERTY) RECORDED SEPTEMBER 28, 2005 AT RECEPTION NO. 802342.
36. TERMS, CONDITIONS AND PROVISIONS OF AMENDED LEASE FOR AUTOMATIC LAUNDRY RECORDED OCTOBER 16, 2006 AT RECEPTION NO. 835887.
37. TERMS, CONDITIONS AND PROVISIONS OF CONDITIONAL USE PERMIT RECORDED SEPTEMBER 17, 2007 AT RECEPTION NO. 868239.
38. TERMS, CONDITIONS AND PROVISIONS OF GRANT OF EASEMENT RECORDED MARCH 28, 2008 AT RECEPTION NO. 884185.
39. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AND OPTION TO PURCHASE BETWEEN RICHARD AND SHEILA HENRIKSEN AND JACK WHITT RECORDED JUNE 08, 1999 AT RECEPTION NO. 597720.
40. EASEMENTS, NOTES AND DEDICATIONS AS SHOWN ON THE PLATS FOR TIGER RUN RESORT

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: M20171810

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:

VEHICLE PARK RECORDED FEBRUARY 25, 1982 UNDER RECEPTION NO. 236574, NOVEMBER 10, 1982 UNDER RECEPTION NO. 248025, AUGUST 23, 1996 UNDER RECEPTION NO. 522046, MARCH 7, 1996 UNDER RECEPTION NO. 816566, NOVEMBER 30, 2009 UNDER RECEPTION NO. 927386 AND MAY 28, 2014 UNDER RECEPTION NO. 1055837.

(ITEMS 8 THROUGH 40 AFFECT PARCELS A THROUGH I)

41. RIGHTS OF THE PROPRIETORS OF VEINS OR LODES TO EXTRACT OR REMOVE THEIR ORE IF THE SAME IS FOUND TO PENETRATE OR INTERSECT SUBJECT PROPERTY AND RIGHTS OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS CONTAINED IN PATENT FOR THE KIMBALL PLACER RECORDED JUNE 24, 1881 IN BOOK 31 AT PAGE 60 AND MONROE PLACER RECORDED JUNE 24, 1881 IN BOOK 31 AT PAGE 64 AND RILEY PLACER RECORDED AUGUST 8, 1902 IN BOOK 66 AT PAGE 46.
42. 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 A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT RECORDED JULY 21, 1904 IN BOOK 66 AT PAGE 15.
43. RESOLUTION NO. 74-47, WHEREAS, GLEN CAMPBELL AND TIGER RUN, INC., BRECKENRIDGE LANDS, INC., AND GREENBERG & ASSOCIATES HAVE MADE APPLICATION TO THE SUMMIT COUNTY COMMISSIONERS, RECORDED MARCH 28, 1975 UNDER RECEPTION NO. 147660 IN BOOK 263 AT PAGES 511-516.
44. RESERVATIONS, RESTRICTIONS AND EASEMENTS AS CONTAINED IN ASSIGNMENT AND TRANSFER AGREEMENT BETWEEN TIGER RUN, INC., ROBERT G. CAMPBELL, MARY C. CAMPBELL, RESORT DEVELOPMENT, INC. AND GARY TAKACS RECORDED NOVEMBER 17, 1981 UNDER RECEPTION NO. 231959.
45. UTILITY EASEMENT GRANTED TO PUBLIC SERVICE COMPANY OF COLORADO AND THE MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY AS CONTAINED IN DOCUMENT RECORDED AUGUST 15, 1984 UNDER RECEPTION NO. 282505.
46. TERMS AND CONDITIONS AS CONTAINED IN FINDINGS, ORDER AND DECREE CREATING DISTRICT AS CONTAINED IN DOCUMENT RECORDED APRIL 28, 1986 UNDER RECEPTION NO. 316281 AND RECORDED JULY 23, 1986 UNDER RECEPTION NO. 320970.
47. THE EFFECT OF RESOLUTION NO. 92-1, RECORDED JANUARY 17, 1992, UNDER RECEPTION NO. 416133.
48. TERMS, CONDITIONS AND PROVISIONS OF INCLUSION INTO THE BRECKENRIDGE SANITATION DISTRICT RECORDED FEBRUARY 17, 1998 UNDER RECEPTION NO. 559032.
49. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 97-58 RECORDED JANUARY 28, 1998 UNDER RECEPTION NO. 557475.
50. TERMS, CONDITIONS AND PROVISIONS OF RESOLUTION NO. 97-57 RECORDED JANUARY 28, 1998 UNDER RECEPTION NO. 557476.

**Old Republic National Title Insurance Company**  
**Schedule B-2**

**(Exceptions)**

Order Number: M20171810

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:

51. TERMS, CONDITIONS AND PROVISIONS OF SPECIFIC PERFORMANCE AGREEMENT RECORDED MAY 04, 1998 UNDER RECEPTION NO. 564883.
52. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT AGREEMENT RECORDED MAY 04, 1998 UNDER RECEPTION NO. 564884.
53. OBLIGATIONS AND BURDENS AS CONTAINED IN ORDER INCLUDING SWAN'S NEST PROPERTY INTO THE BRECKENRIDGE SANITATION DISTRICT RECORDED MAY 11, 1998 UNDER RECEPTION NO. 565345.
54. TERMS, CONDITIONS AND PROVISIONS OF 98-11 APPROVING A MAJOR PUD AMENDMENT FOR WINTERGREEN HOMES RECORDED MAY 19, 1998 UNDER RECEPTION NO. 566015.
55. TERMS, CONDITIONS AND PROVISIONS OF SWAN'S NEST PUD DESIGNATION RECORDED MAY 19, 1998 UNDER RECEPTION NO. 566017.
56. TERMS, CONDITIONS AND PROVISIONS OF MASTER LEASE RECORDED MARCH 28, 1997 UNDER RECEPTION NO. 536032.
57. TERMS, CONDITIONS AND PROVISIONS OF SUBLEASE AGREEMENT RECORDED MARCH 28, 1997 UNDER RECEPTION NO. 536033.
58. EASEMENTS AND DEDICATIONS AS SHOWN AND RESERVED ON THE RECORDED PLAT OF SWAN'S NEST SUBDIVISION RECORDED JULY 2, 1998 UNDER RECEPTION NO. 569301.
59. TERMS, CONDITIONS AND PROVISIONS OF EASEMENT RECORDED JULY 08, 1998 UNDER RECEPTION NO. 569562.
60. TERMS, CONDITIONS AND PROVISIONS OF SWAN'S NEST PLANNED UNIT DEVELOPMENT DESIGNATION RECORDED NOVEMBER 05, 1998 UNDER RECEPTION NO. 580133 AND RERECORDED OCTOBER 14, 1999 UNDER RECEPTION NO. 607943.
61. TERMS, CONDITIONS AND PROVISIONS OF SUBDIVISION IMPROVEMENTS AGREEMENT RECORDED OCTOBER 27, 1998 UNDER RECEPTION NO. 579384.

(ITEMS 41 THROUGH 61 AFFECT PARCEL J)

62. TERMS, CONDITIONS AND PROVISIONS OF WORKFORCE HOUSING RESTRICTIVE COVENANT AND AGREEMENT FOR TRACT B RECORDED JUNE 19, 2017 AT RECEPTION NO. 1143797.
63. DEED OF TRUST DATED JANUARY 06, 2004, FROM JACK L. WHITT TO THE PUBLIC TRUSTEE OF SUMMIT COUNTY FOR THE USE OF COMPLETE FUNDING FINANCIAL SERVICES, INC. TO SECURE THE SUM OF \$419,950.00 RECORDED JANUARY 15, 2004, UNDER RECEPTION NO. 743732.

SAID DEED OF TRUST WAS ASSIGNED TO FLAGSTAR BANK, FSB IN ASSIGNMENT RECORDED JANUARY 15, 2002, UNDER RECEPTION NO. 673954.

64. LIS PENDENS RECORDED APRIL 6, 2015 UNDER RECEPTION NO. 1079601

(ITEMS 62 THROUGH 64 AFFECT PARCEL I)



**JOINT NOTICE OF PRIVACY POLICY OF  
LAND TITLE GUARANTEE COMPANY  
LAND TITLE GUARANTEE COMPANY OF SUMMIT COUNTY  
LAND TITLE INSURANCE CORPORATION AND  
OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY**

This Statement is provided to you as a customer of Land Title Guarantee Company and Meridian Land Title, LLC, as agents for Land Title Insurance Corporation and Old Republic National Title Insurance Company.

We want you to know that we recognize and respect your privacy expectations and the requirements of federal and state privacy laws. Information security is one of our highest priorities. We recognize that maintaining your trust and confidence is the bedrock of our business. We maintain and regularly review internal and external safeguards against unauthorized access to non-public personal information ("Personal Information").

In the course of our business, we may collect Personal Information about you from:

- ▶ applications or other forms we receive from you, including communications sent through TMX, our web-based transaction management system;
- ▶ your transactions with, or from the services being performed by, us, our affiliates, or others;
- ▶ a consumer reporting agency, if such information is provided to us in connection with your transaction;
- and
- ▶ the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates and non-affiliates.

Our policies regarding the protection of the confidentiality and security of your Personal Information are as follows:

- ▶ We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- ▶ We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- ▶ Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- ▶ We regularly access security standards and procedures to protect against unauthorized access to Personal Information.

**WE DO NOT DISCLOSE ANY PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT PERMITTED BY LAW.**

Consistent with applicable privacy laws, there are some situations in which Personal Information may be disclosed. We may disclose your Personal Information when you direct or give us permission; when we are required by law to do so, for example, if we are served a subpoena; or when we suspect fraudulent or criminal activities. We also may disclose your Personal Information when otherwise permitted by applicable privacy laws such as, for example, when disclosure is needed to enforce our rights arising out of any agreement, transaction or relationship with you.

Our policy regarding dispute resolution is as follows. Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.



## LAND TITLE GUARANTEE COMPANY

### DISCLOSURE STATEMENTS

**Note:** Pursuant to CRS 10-11-122, notice is hereby given that:

- A) The Subject real property may be located in a special taxing district.
- B) A certificate of taxes due listing each taxing jurisdiction will be obtained from the county treasurer of the county in which the real property is located or that county treasurer's authorized agent unless the proposed insured provides written instructions to the contrary. (for an Owner's Policy of Title Insurance pertaining to a sale of residential real property)
- C) The information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder, or the County Assessor.

**Note:** Effective September 1, 1997, CRS 30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one half of an inch. The clerk and recorder may refuse to record or file any document that does not conform, except that, the requirement for the top margin shall not apply to documents using forms on which space is provided for recording or filing information at the top margin of the document.

**Note:** Colorado Division of Insurance Regulations 8-1-2 requires that "Every title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed". Provided that Land Title Guarantee Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception number 5 will not appear on the Owner's Title Policy and the Lenders Policy when issued.

**Note:** Affirmative mechanic's lien protection for the Owner may be available (typically by deletion of Exception no. 4 of Schedule B-2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- B) No labor or materials have been furnished by mechanics or material-men for purposes of construction on the land described in Schedule A of this Commitment within the past 6 months.
- C) The Company must receive an appropriate affidavit indemnifying the Company against un-filed mechanic's and material-men's liens.
- D) The Company must receive payment of the appropriate premium.
- E) If there has been construction, improvements or major repairs undertaken on the property to be purchased within six months prior to the Date of the Commitment, the requirements to obtain coverage for unrecorded liens will include: disclosure of certain construction information; financial information as to the seller, the builder and or the contractor; payment of the appropriate premium fully executed Indemnity Agreements satisfactory to the company, and, any additional requirements as may be necessary after an examination of the aforesaid information by the Company.

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

**Note:** Pursuant to CRS 10-11-123, notice is hereby given:

This notice applies to owner's policy commitments disclosing that a mineral estate has been severed from the surface estate, in Schedule B-2.

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

**Note:** Pursuant to CRS 10-1-128(6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance, and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado Division of Insurance within the Department of Regulatory Agencies.

**Note:** Pursuant to Colorado Division of Insurance Regulations 8-1-3, notice is hereby given of the availability of a closing protection letter for the lender, purchaser, lessee or seller in connection with this transaction.



# Commitment to Insure

## ALTA Commitment - 2006 Rev.

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

This Commitment shall be effective only when the identity of the Proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A by the Company. All liability and obligation under this commitment shall cease and terminate six months after the Effective Date or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

### CONDITIONS AND STIPULATIONS

1. The term "mortgage", when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and the Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. This commitment is a contract to issue one or more title insurance policies and is not an abstract of title or a report of the condition of title. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.
5. The policy to be issued contains an arbitration clause. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. You may review a copy of the arbitration rules at [www.alta.org](http://www.alta.org).

### STANDARD EXCEPTIONS

In addition to the matters contained in the Conditions and Stipulations and Exclusions from Coverage above referred to, this Commitment is also subject to the following:

1. Rights or claims of parties in possession not shown by the Public Records.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey or inspection of the Land would disclose and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.

IN WITNESS WHEREOF, Old Republic National Title Insurance Company has caused its corporate name and seal to be affixed by its duly authorized officers on the date shown in Schedule A to be valid when countersigned by a validating officer or other authorized signatory.

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

John E. Freyer, Jr.  
President



Old Republic National Title Insurance Company  
a Stock Company  
400 Second Avenue South  
Minneapolis, Minnesota 55401  
(612)371-1111

Mark Bilbrey  
President

AMERICAN  
LAND TITLE  
ASSOCIATION



Rande Yeager  
Secretary

# Exhibit D

## CORONA WATER LAW

Craig V. Corona, Esq.  
420 E. Main St., Ste. 210B  
Aspen, CO 81611  
(970) 948-6523  
[cc@craigcoronalaw.com](mailto:cc@craigcoronalaw.com)

*Via E-Mail*

February 11, 2018

Ralph Young, Esq.  
85 Revett Dr., #28  
Breckenridge, CO 80424  
[ryoung9496@yahoo.com](mailto:ryoung9496@yahoo.com)

Re: Tiger Run Resort / Irrigation from Swan's Nest Well No. 6

Dear Ralph,

This letter is to address certain questions regarding Tiger Run's use of Swan's Nest Well No. 6. In particular, "How much water may Tiger Run use from Well No. 6," and "Does Tiger Run now own Well No. 6 and its water rights since Tiger Run now owns the land on which the well is located?" In sum, Tiger Run may divert 116 acre-feet per year through the well and may consume 5.8 acre feet. Tiger Run does not own the well or the water rights associated with the well by virtue of its having obtained the land on which the well is located. These conclusions are explained more fully below.

### Well No. 6 Use.

Tiger Run's use of Well No. 6 is governed by the 1997 sublease with Swan's Nest Metropolitan District (the "Sublease"). Through the Sublease, Swan's Nest Metropolitan District (Swan's Nest) leases Tiger Run the right to use its Well No. 6 "to serve up to 371 recreational vehicle units and ancillary buildings" pursuant to the plan for augmentation decreed in Case No. 84CW716.

The 84CW716 decree details the amount of water available for the 371 RV units. Residential units (which includes the RV units) are presumed to house 3.5 persons each, and each person is presumed to use 80 gallons per day on a year-round basis. The decree also details that the "ancillary buildings" (clubhouse, administrative buildings, etc.) will use one acre-foot of water annually.

On that basis, Tiger Run is allowed to divert 117 acre feet of water annually from Well No. 6. This is based on the following calculation:

- 371 units x 3.5 persons / unit = 1,299 persons
- 1,299 persons x 80 gals / person / day = 103,920 gals / day
- 103,920 gals / day x 365 days / year = 37,930,800 gallons
- 37,930,800 gallons / 325,800 gallons per acre foot = 116 acre feet per year for RV units.
- Plus, 1 acre foot of use / administrative buildings / year = 117 acre feet per year total use.

As we have discussed, this is distinct from the amount of water that may be *consumed*. Only a small amount of the diverted water is actually consumed, some amount makes its way back to the stream as return flow. Use of the water is limited by the consumptive amount. The augmentation plan stipulates that 5% is consumed if water is treated through a centralized treatment system. Assuming Tiger Run is connected to a centralized system, Tiger Run may consume 5.8 acre feet per year from Well No. 6.

#### *Outdoor Use.*

The Sublease says only that 371 RV units may be served. It does not specify if that use is limited to indoor use or if it may include some outdoor use. As stated in my February 1 letter to you, it cannot have included all of the lawn irrigation, because the augmentation plan will not support all of the lawn irrigation at Tiger Run. In addition, Tiger Run's treatment of its well supply for years (including the fact that it at one time had a rule prohibiting outdoor use of well water) indicates the understanding that the well was not for outdoor use.

It is my opinion, however, that the Sublease could include some limited outdoor uses. The Sublease simply says Tiger Run may use Well No. 6 to "serve" the RV units subject to the terms of the augmentation plan. If Tiger Run does not have 3.5 persons using 80 gallons per day year-round at the park, then there is water available under the augmentation plan to serve uses other than strictly indoor uses.<sup>1</sup>

I understand from you that park use is limited to certain times of the year. If that's the case, my opinion is that some limited outdoor use (such as watering potted plants or washing cars, etc.), can be made without breaching the Sublease. These uses can be made so long as total Well No. 6 diversions do not exceed 117 acre feet and consumption does not exceed 5.8 acre feet in any one year.

#### Well Ownership.

As mentioned above, my opinion is that Tiger Run does not own Well No. 6, its associated water right or the 84CW716 augmentation plan, even though Tiger Run now owns the property on which the well is located.

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<sup>1</sup> The 84CW716 decree says only that the number of units served may be revised if actual use is less than that predicted. However, the decree is also clear that the amount of irrigated area is not set in stone. It is to be measured at the beginning of each irrigation season to determine the amount of augmentation water that will be necessary. That indicates that the amount of irrigated area (and, thus, outdoor uses) can fluctuate.

Ralph Young, Esq.  
White Horse Springs Water & Sanitation District

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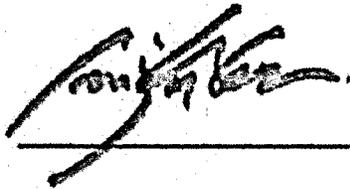
In Colorado, water rights may be owned and transferred separately from the land.<sup>2</sup> A common example is where the headgate for an irrigation ditch is located on a certain property but the owner of that property does not own any water rights in the ditch. Swan's Nest originally owned Well No. 6. Their predecessor, the Swan's Nest Utility Company, adjudicated the water right, obtained the well permit, and constructed the well in 1989. In 1997, Swan's Nest leased lands, Well No. 6, the Well No. 6 water right, and part of the augmentation plan to Tiger Run's predecessor.

The well and water right held by Swan's Nest are separate property interests from fee title to the underlying land. Unless Tiger Run's quiet title complaint included the well water right and augmentation plan as property that was subject of the claims and included Swan's Nest as a defendant, the quiet title decree does not affect title to the well, its water right, or the augmentation plan. My review of the quiet title decree indicates the case did not involve the water right or Swan's Nest.

It is, therefore, my opinion that Tiger Run does not own Well No. 6, the Well No. 6 water right, or the augmentation plan supporting diversions under the well even though Tiger Run now owns the land on which the well is located.

Please do not hesitate to contact me if you have any questions or concerns about this or if you would like to discuss it further.

Sincerely,



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Craig V. Corona

cc: David Phifer

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<sup>2</sup> "[A] water right is a property right separate and apart from the land on which it is used...The land for which it was appropriated or on which it has been used may be conveyed or held without the water, and the water may be conveyed or held without the land." *Nielson v. Newmyer*, 228 P.2d 456, 458 (1951).

DISTRICT COURT, WATER DIVISION 5, COLORADO  
Garfield County Courthouse  
109 8<sup>th</sup> Street, Suite 104  
Glenwood Springs, CO 81601  
970/945-5075

FILED Document  
CO Garfield County District Court 901 JD  
Filed: 09/21/2012 11:40AM MST  
Case No: 06CW68, District Court 901 JD  
Filing ID: 499172  
Review Clerk: Kathy Hall  
Filing ID: 4225111  
Review Clerk: Kathy Hall

CONCERNING THE APPLICATION FOR WATER RIGHTS  
FOR TIGER RUN OWNERS' ASSOCIATION, INC. AND FARMERS  
KORNER, INC. IN SUMMIT COUNTY

▲COURT USE ONLY▲

Case No: 06CW68

Division Courtroom

**FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF REFEREE,  
JUDGMENT AND DECREE OF WATER COURT**

The above-entitled Application was filed on April 28, 2006, and was referred to the Referee for Water Division No. 5, State of Colorado, by the Water Judge of said Court in accordance with Article 92 of Title 37 of the Colorado Revised Statutes Annotated. Farmers Korner, Inc. moved to intervene as an applicant on July 27, 2007, which intervention was granted on July 31, 2007.

The undersigned Referee having made such investigations as are necessary to determine whether or not the statements in the Application are true and having been fully-advised of the subject matter of the Application does hereby make the following determination and Ruling as the Referee in this matter:

**FINDINGS OF FACT**

1. Name, address and telephone number of Applicants:

Tiger Run Owners Association, Inc. ("Tiger Run")  
Rick Kent, President  
85 Tiger Run Road  
Breckenridge, CO 80424

Farmers Korner, Inc. ("Farmers Korner")  
PO Box 1005  
Frisco, CO 80443

With copies to  
c/o Patrick, Miller & Kropf, P.C.  
730 E. Durant, Suite 200  
Aspen, CO 81611  
(970) 920-1028 Tiger Run Owners' Association,  
Inc.

With copies to:  
c/o Petrock & Fendel, P.C.  
700 17th Street, Ste 1800  
Denver, Colorado 80202  
(303) 534-0702

2. The Town of Breckenridge, Vail Summit Resorts, Upper Blue Sanitation District, Vidler Water Company, Colorado Springs Utilities, City and County of Denver acting by and through its Board of Water Commissioners and the Town of Silverthorne filed Statements of Opposition. Applicants filed stipulations with the opposers on the dates listed below:

Town of Breckenridge: June 11, 2010  
Vail Summit Resorts: June 11, 2010  
Upper Blue Sanitation District: April 27, 2011  
Vidler Water Company: June 11, 2010  
Colorado Springs Utilities: June 7, 2011  
City and County of Denver: April 11, 2011  
Town of Silverthorne: August 13, 2010

The time for filing Statements of Opposition and Motions to Intervene has expired.

3. Co-applicant Tiger Run will own and operate the water rights decreed herein. Co-applicant Farmer's Korner conveyed a portion of its Blue Danube Ditch water rights to Tiger Run. Pursuant to the decree entered in Case No. 06CW71, Tiger Run will divert its Blue Danube Ditch water rights at the points of diversion decreed herein. Co-applicant Farmer's Korner participated in this case solely to protect its interest in the Blue Danube Ditch water rights prior to conveying a portion of the rights to Tiger Run.
4. The Division Engineer filed his Summary of Consultation in this matter on December 4, 2006. Applicant responded by pleading dated December 4, 2006. The Court has given due consideration to the Report of the Division Engineer, Summary of Consultation and Applicants' response.

5. **FIRST CLAIM: SURFACE WATER RIGHT**

- A. Name of structure: Tiger Run – Blue River Diversion.
- B. Legal description of point of diversion: SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 2562 feet from the East Section Line and 4050 feet from the North Section Line in Summit County, Colorado. A map of the diversion is attached hereto as **Exhibit A**.
- C. Source: Blue River, tributary to the Colorado River.
- D. Amount claimed:
- i. 0.11 c.f.s. (50 g.p.m.), absolute
  - ii. 0.11 c.f.s. (50 g.p.m.), conditional.
- E. Date of initial appropriation:
- i. May 15, 1981, absolute
  - ii. April 28, 2006, conditional
- F. How appropriation was initiated:
- i. For absolute portion: by placing a pump in the river and diverting water for beneficial use. Water was applied to beneficial use on May 15, 1981.
  - ii. for conditional portion: by field observation, completing an engineering report including the water right, by filing the application in this case, and intent to appropriate the water right.
- G. Uses: Irrigation.
- i. Number of acres historically irrigated: 13.2 acres when combined with Tiger Run – Swan River Diversion 1 and Tiger Run – Swan River Diversion 2. A map of the historically irrigated acreage is attached hereto as **Exhibit B**.
  - ii. Number of acres proposed to be irrigated: 13.2 acres when combined with Tiger Run – Swan River Diversion 1, Tiger Run – Swan River Diversion 2, Tiger Run – Blue River Well Field and Tiger Run – Swan River Well Field. A map of the acreage to be irrigated is attached hereto as **Exhibit B**.

iii. Legal description of acreage: 13.2 acres located within the property legally described in Exhibit C.

H. Tiger Run owns the land upon which the structure is located and upon which water is placed to beneficial use.

I. Terms and Conditions:

i. Tiger Run seeks and this Ruling makes Tiger Run – Blue River Diversion an alternate point of diversion for the following structures:

a. Tiger Run – Swan River Diversion 1 as described in the second claim herein;

b. Tiger Run – Swan River Diversion 2 as described in the third claim herein;

c. Tiger Run – Blue River Well Field as described in the fourth claim herein; and

d. Tiger Run – Swan River Well Field as described in the fifth claim herein.

ii. Tiger Run shall limit its cumulative diversion from these alternate points of diversion to 0.22 c.f.s. (100 g.p.m.).

6. **SECOND CLAIM: SURFACE WATER RIGHT**

A. Name of structure: Tiger Run – Swan River Diversion 1.

B. Legal description of point of diversion: NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1663 feet from the East Section Line and 2569 feet from the North Section Line in Summit County, Colorado. A map of the diversion is attached hereto as Exhibit A.

C. Source: Swan River, tributary to Blue River, tributary to the Colorado River

D. Amount claimed:

iii. 0.11 c.f.s. (50 g.p.m.), absolute

iv. 0.11 c.f.s. (50 g.p.m.), conditional.

E. Date of initial appropriation:

i. May 15, 1981, absolute

ii. April 28, 2006, conditional

F. How appropriation was initiated:

- i. For absolute portion: by placing a pump in the river and diverting water for beneficial use. Water was applied to beneficial use on May 15, 1981.
- ii. For conditional portion: by field observation, completing an engineering report including the water right, by filing the application in this case, and intent to appropriate the water right.

G. Uses: Irrigation.

- i. Number of acres historically irrigated: 13.2 acres when combined with Tiger Run – Blue River Diversion and Tiger Run – Swan River Diversion 2. A map of the historically irrigated acreage is attached hereto as Exhibit B.
- ii. Number of acres proposed to be irrigated: 13.2 acres when combined with Tiger Run – Blue River Diversion, Tiger Run – Swan River Diversion 2, Tiger Run – Blue River Well Field and Tiger Run – Swan River Well Field. A map of the acreage to be irrigated is attached hereto as Exhibit B.
- iii. Legal description of acreage: 13.2 acres located within the property legally described in Exhibit C.

H. Tiger Run owns the land upon which the structure is located and upon which water is placed to beneficial use.

I. Terms and Conditions:

- i. Tiger Run seeks and this Ruling makes Tiger Run – Swan River Diversion 1 an alternate point of diversion for the following structures:
  - a. Tiger Run – Blue River Diversion as applied for in the first claim;
  - b. Tiger Run – Swan River Diversion 2 described for in the third claim herein;
  - c. Tiger Run – Blue River Well Field described for in the fourth claim herein; and
  - d. Tiger Run – Swan River Well Field as described in the fifth claim herein.

- ii. Tiger Run shall limit its cumulative diversion from these alternate points of diversion to 0.22 c.f.s. (100 g.p.m.).

7. **THIRD CLAIM: SURFACE WATER RIGHT**

- A. Name of structure: Tiger Run – Swan River Diversion 2.
- B. Legal description of point of diversion: SE¼NE¼ of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1099 feet from the East Section Line and 3869 feet from the North Section Line in Summit County, Colorado. A map of the diversion is attached hereto as Exhibit A.
- C. Source: Swan River, tributary to Blue River, tributary to the Colorado River.
- D. Amount claimed:
  - i. 0.11 c.f.s. (50 g.p.m.), absolute;
  - ii. 0.11 c.f.s. (50 g.p.m.), conditional.
- E. Date of initial appropriation:
  - i. May 15, 1981, absolute
  - ii. April 28, 2006, conditional
- F. How appropriation was initiated:
  - i. For absolute portion: by placing a pump in the river and diverting water for beneficial use. Water was applied to beneficial use on May 15, 1981.
  - ii. For conditional portion: by field observation, completing an engineering report including the water right, by filing the application in this case, and intent to appropriate the water right.
- G. Uses: Irrigation.
  - i. Number of acres historically irrigated: 13.2 acres when combined with Tiger Run – Blue River Diversion and Tiger Run – Swan River Diversion 1. A map of the historically irrigated acreage is attached hereto as Exhibit B.
  - ii. Number of acres proposed to be irrigated: 13.2 acres when combined with Tiger Run – Blue River Diversion, Tiger Run – Swan River

Diversion 1, Tiger Run – Blue River Well Field and Tiger Run – Swan River Well Field. A map of the acreage to be irrigated is attached hereto as **Exhibit B**.

iii. Legal description of acreage: 13.2 acres located within the property legally described in **Exhibit C**.

H. Tiger Run owns the land upon which the structure is located and upon which water is placed to beneficial use.

I. Terms and Conditions:

i. Tiger Run seeks and this Ruling makes Tiger Run – Swan River Diversion 2 an alternate point of diversion for the following structures:

a. Tiger Run – Blue River Diversion as applied for in the first claim;

b. Tiger Run – Swan River Diversion 1 as described in the second claim herein;

c. Tiger Run – Blue River Well Field as described in the fourth claim herein; and

d. Tiger Run – Swan River Well Field as described in the fifth claim herein.

ii. Tiger Run shall limit its cumulative diversion from these alternate points of diversion to 0.22 c.f.s. (100 g.p.m.).

8. **FOURTH CLAIM: UNDERGROUND WATER RIGHT**

A. Name of well field: Tiger Run – Blue River Well Field.

B. Legal description of well field:

i. Upper Terminus: SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 2641 feet from the East Section Line and 4126 feet from the North Section Line;

ii. Lower Terminus: NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado. A map of the well field is attached hereto as **Exhibit A**.

C. Source: Blue River, tributary to the Colorado River.

- D. Amount claimed: 0.22 c.f.s. (100 g.p.m.), conditional.
- E. Date of initial appropriation for all wells within well field: April 28, 2006.
  - i. How appropriation was initiated: By field observation, completing an engineering report including the water right, by filing the application in this case, and intent to appropriate the water right.
- F. Uses: Irrigation.
  - i. Number of acres historically irrigated: N/A.
  - ii. Number of acres proposed to be irrigated: 13.2 acres when combined with Tiger Run – Blue River Diversion, Tiger Run – Swan River Diversion 1, Tiger Run – Swan River Diversion 2 and Tiger Run – Swan River Well Field. A map of the acreage to be irrigated is attached hereto as Exhibit B.
  - iii. Legal description of acreage: 13.2 acres located within the property legally described in Exhibit C.
- G. Tiger Run owns the land upon which the structures will be located and upon which water will be placed to beneficial use.
- H. Terms and Conditions:
  - i. The Tiger Run – Blue River Well Field will be within 100 feet of the Blue River between the upper and lower termini described herein.
  - ii. Tiger Run seeks and this Ruling makes Tiger Run - Blue River Well Field an alternate point of diversion for the following structures:
    - a. Tiger Run – Blue River Diversion as applied for in the first claim herein;
    - b. Tiger Run – Swan River Diversion 1 as described in the second claim herein;
    - c. Tiger Run – Swan River Diversion 2 as described in the third claim herein; and
    - d. Tiger Run – Swan River Well Field as described in the fifth claim herein.
  - iii. Tiger Run shall limit its cumulative diversion from these alternate points of diversion to 0.22 c.f.s. (100 g.p.m.).

9. **FIFTH CLAIM: UNDERGROUND WATER RIGHT**

- A. Name of well field: Tiger Run – Swan River Well Field.
- B. Legal description of well field:
  - i. Upper Terminus: SE¼SE¼ of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1386 feet from the East Section Line and 3938 feet from the North Section Line;
  - ii. Lower Terminus: NE¼SW¼ of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado. A map of the well field is attached hereto as Exhibit A.
- C. Source: Swan River, tributary to Blue River, tributary to the Colorado River.
- D. Date of initial appropriation for all wells within well field: April 28, 2006.
  - i. How appropriation was initiated: By field observation, completing an engineering report including the water right, by filing the application in this case, and intent to appropriate the water right.
- E. Amount claimed: 0.22 c.f.s. (100 g.p.m.), conditional.
- F. Uses: Irrigation.
  - i. Number of acres historically irrigated: N/A.
  - ii. Number of acres proposed to be irrigated: 13.2 acres when combined with Tiger Run – Blue River Diversion, Tiger Run – Swan River Diversion 1, Tiger Run – Swan River Diversion 2 and Tiger Run – Blue River Well Field. A map of the acreage to be irrigated is attached hereto as Exhibit B.
  - iii. Legal description of acreage: 13.2 acres located within the property legally described in Exhibit C.
- G. Tiger Run owns the land upon which the structures will be located and upon which water will be placed to beneficial use.
- H. Terms and Conditions:
  - i. The Tiger Run – Swan River Well Field will be within 100 feet of the Swan River between the upper and lower termini described herein.

- ii. Tiger Run seeks and this Ruling makes Tiger Run - Swan River Well Field an alternate point of diversion for the following structures:
  - a. Tiger Run – Blue River Diversion as applied for in the first claim herein;
  - b. Tiger Run – Swan River Diversion 1 as described in the second claim herein;
  - c. Tiger Run – Swan River Diversion 2 as described in the third claim herein; and
  - d. Tiger Run – Blue River Well Field as described in the fifth claim herein.
- iii. Tiger Run shall limit its cumulative diversion from these alternate points of diversion to 0.22 c.f.s. (100 g.p.m.).

#### CONCLUSIONS OF LAW

- 10. The Findings of Fact above are incorporated in these Conclusions of Law as if fully set forth herein.
- 11. Timely and adequate notice of the Application was given as required by law.
- 12. This Court has jurisdiction over the subject matter of these proceedings and over all persons who may be affected whether or not they have appeared pursuant to C.R.S. § 37-92-203.
- 13. The Application is complete and covers all applicable matters required by C.R.S. § 37-92-302.
- 14. The Court concludes the relief granted herein is consistent with the relief originally requested in the Application and for which public notice was provided.
- 15. With respect to the conditional rights decreed herein, the Court concludes Co-Applicant, Tiger Run, has demonstrated the requisite first step to appropriate water through intent and overt acts sufficient to place third parties on notice and that the water rights decreed can and will be diverted, stored or otherwise captured, possessed, controlled and beneficially used. In addition, the Court concludes that the water rights project can and will be completed with diligence and within a reasonable time.

#### JUDGMENT AND DECREE

The Referee does therefore conclude that the above-entitled application should be granted as follows:

16. The Findings of Fact and Conclusions of Law above are incorporated in the Judgment and Decree as if fully set forth herein.
17. Co-Applicant, Tiger Run, is granted an absolute water right for Tiger Run – Blue River Diversion, in the amount of 0.11 c.f.s. (50 g.p.m.) for irrigation purposes. The appropriation date for the absolute water right shall be May 15, 1981. Tiger Run is granted a conditional water right for Tiger Run – Blue River Diversion, in the amount of 0.11 c.f.s. (50 g.p.m.) for irrigation purposes. The appropriation date for the conditional water right shall be April 28, 2006.
18. Co-Applicant, Tiger Run, is granted an absolute water right for Tiger Run – Swan River Diversion 1, in the amount of 0.11 c.f.s. (50 g.p.m.) for irrigation purposes. The appropriation date for the absolute water right shall be May 15, 1981. Tiger Run is granted a conditional water right for Tiger Run – Swan River Diversion 1, in the amount of 0.11 c.f.s. (50 g.p.m.) for irrigation purposes. The appropriation date for the conditional water right shall be April 28, 2006.
19. Co-Applicant, Tiger Run, is granted an absolute water right for Tiger Run – Swan River Diversion 2, in the amount of 0.11 c.f.s. (50 g.p.m.) for irrigation purposes. The appropriation date for the absolute water right shall be May 15, 1981. Tiger Run is granted a conditional water right for Tiger Run – Swan River Diversion 2, in the amount of 0.11 c.f.s. (50 g.p.m.) for irrigation purposes. The appropriation date for the conditional water right shall be April 28, 2006.
20. Co-Applicant, Tiger Run, is granted a conditional water right for Tiger Run – Blue River Well Field, in the amount of 0.22 c.f.s. (100 g.p.m.) for irrigation purposes. The appropriation date for the conditional water right shall be April 28, 2006.
21. Co-Applicant, Tiger Run, is granted a conditional water right for Tiger Run – Swan River Well Field, in the amount of 0.22 c.f.s. (100 g.p.m.) for irrigation purposes. The appropriation date for the conditional water right shall be April 28, 2006.
22. All wells within the Tiger Run – Blue River Well Field and Tiger Run – Swan River Well Field are limited to production from within the stream alluvium within 100 feet of the stream. Additionally, these wells can be curtailed as if they are surface structures.
23. Total diversions from all points of diversion, including the Tiger Run – Blue River Diversion, Tiger Run – Swan River Diversion, Tiger Run – Swan River Diversion 1, Tiger Run – Swan River Diversion 2, Tiger Run – Blue River Well Field, and Tiger Run – Swan River Well Field, shall not exceed 0.22 c.f.s. (100 g.p.m.) cumulatively for irrigation. Irrigation shall be limited cumulatively under the water rights decreed herein to no more than 13.2 acres.
24. The conditional water rights for Tiger Run – Blue River Diversion, Tiger Run – Swan River Diversion 1, Tiger Run – Swan River Diversion 2, Tiger Run – Blue River Well

- Field and Tiger Run – Swan River Well Field are component parts of an integrated legal water supply plan decreed in this case and in Case No. 06CW71, District Court, Water Division No. 5. Tiger Run will divert at the structures described in this decree to irrigation use on its property, at times when the rights decreed herein are in priority. At times when the rights decreed herein are out of priority, Tiger Run will divert at the points of diversion decreed herein under water rights decreed to the Blue Danube Ditch, pursuant to the terms of this decree and the decree in Case No. 06CW71.
25. Co-Applicant Tiger Run as owner and operator of the water rights decreed herein shall only operate the water rights decreed herein, including the well fields and individual wells, when said rights are in-priority, except when operating as alternate points of diversion for the Blue Danube Ditch No. 2 as described in Case No. 06CW71, and such use of the structures decreed herein as alternate points of diversion for the Blue Danube Ditch No. 2 shall be pursuant to the terms and conditions of the decree in Case No. 06CW71 including the condition that the Colorado Water Conservation Board's instream flow water rights on the Swan River, decreed in Case No. 86CW223, and on the Blue River in Case Nos. 86CW204 and 86CW217 must be satisfied.
  26. The diversion of water for the appropriations described herein were filed in the water court in the year 2006 and shall be administered as having been filed in that year, and shall be junior to all priorities filed in previous years. As between all rights filed in 2006, priority shall be determined by historical dates of appropriation and shall not be affected by the date of entry of this Ruling of the Referee or Decree of the Water Judge.
  27. Applicants recognize that the Town of Breckenridge, Vail Summit Resorts, Inc., and Vidler Water Company hold water rights and appropriative exchanges decreed to structures on the Blue River and its tributaries that are senior to the water rights applied for herein. Co-Applicant, Tiger Run, as the owner and operator of the water rights decreed herein agrees that to the extent a valid call is made by any of said senior exchanges and /or water rights, Tiger Run shall curtail diversions made pursuant to the water rights decreed in the Case No. 06CW68.
  28. If Applicants do not own all of the land that encompasses all of the of the contemplated ground water wells, pursuant to C.R.S. § 37-92-304(3.6), the decree must specify that no person shall construct a well on property owned by another unless the right to construct such a well is obtained by consent of the landowner or the exercise of the power of eminent domain by a person having the power of eminent domain under law.
  29. Within sixty days of completion of construction of the wells pursuant to a well permit, Tiger Run must notify both the Water Court and the Division of Water Resources of the precise location of the wells.
  30. In its application to make the conditional ground water rights absolute, Tiger Run shall identify the specific points of diversion and the terms and conditions necessary to avoid injury to other water rights from well pumping at that location. This may result in

changes to the terms and conditions of this decree that are specific to the ultimate location of the wells.

31. Tiger Run shall install such measuring devices and provide such accounting as may be required by the Division Engineer.
32. An application for a Hexennial Finding of Reasonable Diligence for the conditional water rights shall be filed by the end of the month six years from the date of the Water Judge's order and in every sixth calendar year thereafter so long as the claimant desires to maintain the conditional water right or until a determination has been made that the conditional water rights have become absolute water rights by reason of the completion of the appropriations, **SUBJECT, HOWEVER, TO ALL EARLIER PRIORITY RIGHTS OF OTHERS** and to the integration and tabulation by the Division Engineer of such priorities and changes of rights in accordance with law.
33. Pursuant to Rule 9 of the Uniform Local Rules for All State Water Court Divisions, upon the sale or transfer of the conditional water rights confirmed herein, the transferee shall file with the Water Court a Notice of Transfer stating:
  - A. The title and case number of this Case No. 06CW68;
  - B. A description of the conditional rights transferred;
  - C. The name of the transferor;
  - D. The name and mailing address of the transferee;
  - E. A copy of the recorded deed or other conveyance instrument.

The new owner of the conditional water rights shall also notify the Clerk of the Division 5 Water Court of any change in mailing address. The Clerk shall place any notice of transfer or change of address in the case file in which the conditional decree was entered and in the case file in which the court first made a finding of reasonable diligence.

This Ruling shall be filed with the Water Clerk subject to judicial review.

A copy of this Ruling shall be filed with the appropriate Division Engineer and State Engineer.

Dated this 31st day of January, 2012.

WATER REFEREE

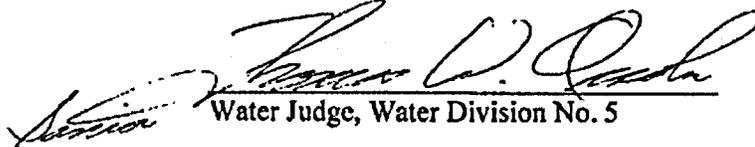


**Holly Kirsner Strablizky**  
Division 5 Water Referee

No protest was filed in this matter, accordingly, the foregoing Ruling is confirmed and approved, and is made the Judgment and Decree of this Court.

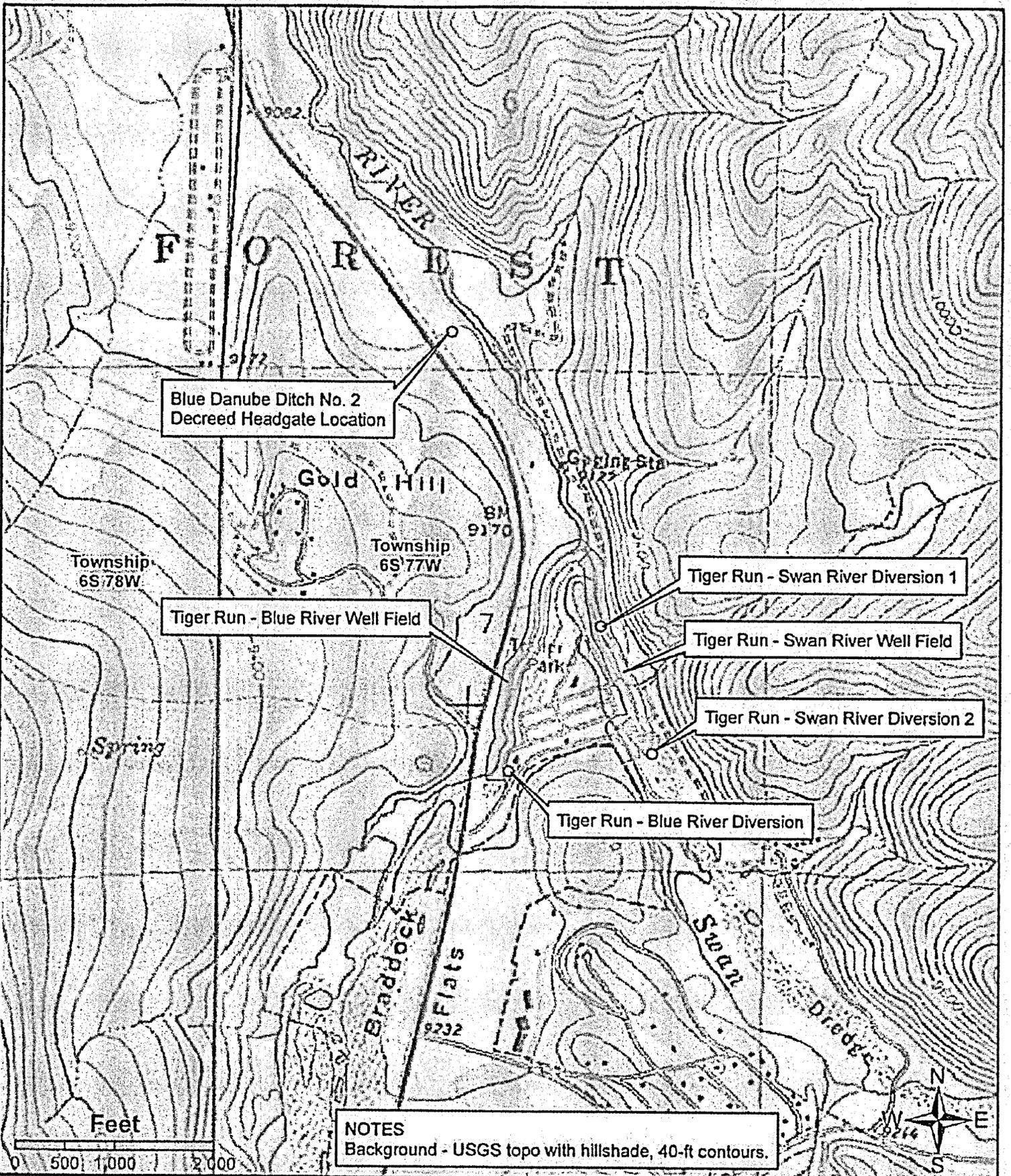
Dated this 26 day of March 2012.

WATER JUDGE

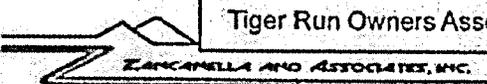
  
Water Judge, Water Division No. 5

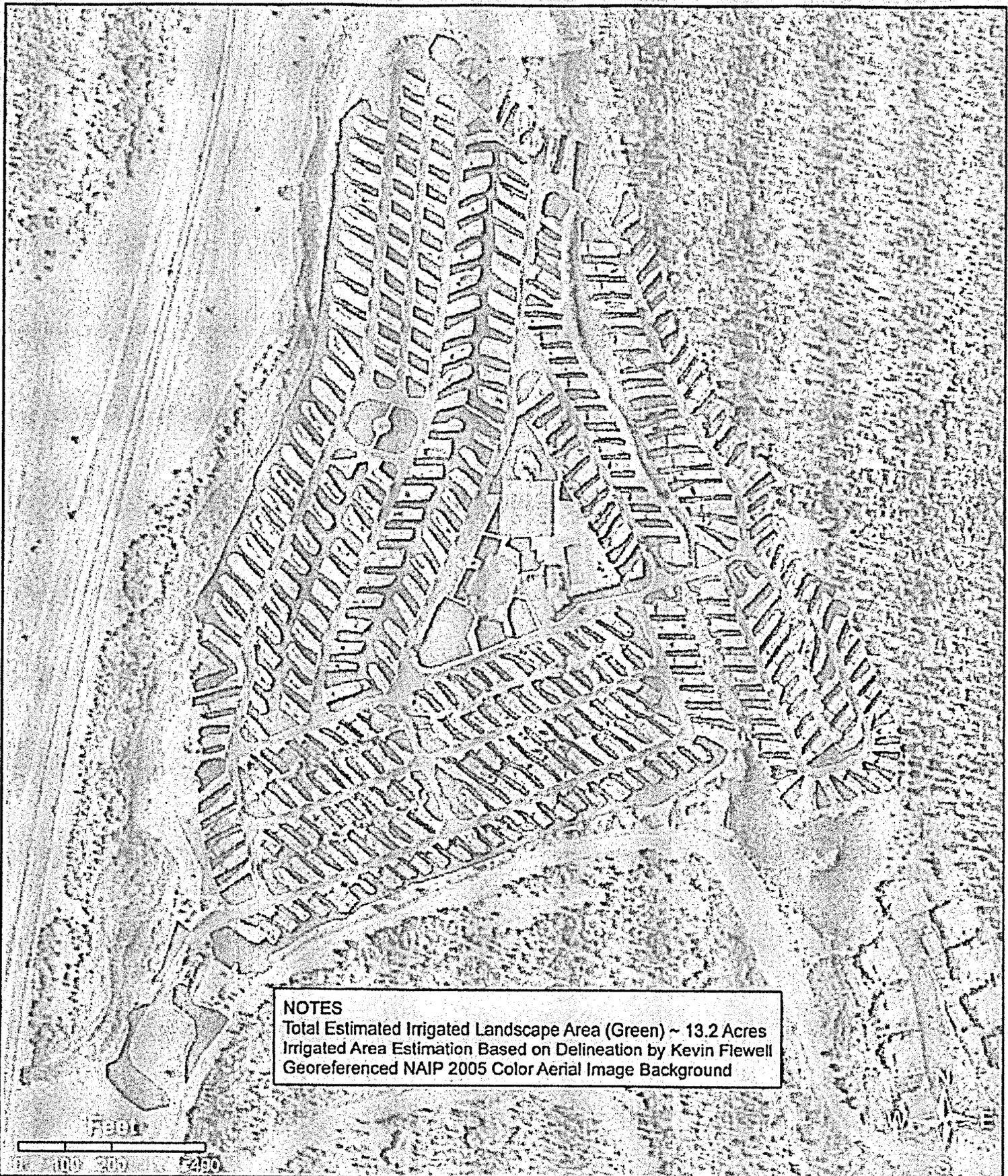
**EXHIBIT LIST**

- A. Map of Diversion Points
- B. Map of Historically and Proposed Irrigated Acreage
- C. Legal Description of Tiger Run

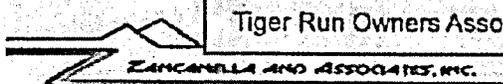


**NOTES**  
 Background - USGS topo with hillshade, 40-ft contours.

DATE: 27 AUG 2009	MAP TITLE: General Diversion Locations	CLIENT: Tiger Run Owners Association	EXHIBIT: A
DRAWN BY: SCR	CHECKED BY: TAZ	APPROVED BY: TAZ	PROJECT: 26410
 <b>ZANCANELLA AND ASSOCIATES, INC.</b> ENGINEERING CONSULTANTS POST OFFICE BOX 1008 - 1011 GRAND AVENUE GLENWOOD SPRINGS, COLORADO 81602 (970) 945-5760			



**NOTES**  
 Total Estimated Irrigated Landscape Area (Green) ~ 13.2 Acres  
 Irrigated Area Estimation Based on Delineation by Kevin Flewell  
 Georeferenced NAIP 2005 Color Aerial Image Background

DATE: 15 JUL 2009	MAP TITLE: Estimated Irrigated Landscape Area	CLIENT: Tiger Run Owners Association	EXHIBIT: <b>B</b>	
DRAWN BY: JMC	CHECKED BY: SCR	APPROVED BY: SCR	 <b>ZANCANELLA AND ASSOCIATES, INC.</b> ENGINEERING CONSULTANTS POST OFFICE BOX 1983 - 1011 GRAND AVENUE GLENWOOD SPRINGS, COLORADO 81601 (970) 945-5700	PROJECT: 26410

**TIGER RUN RESORT RECREATIONAL VEHICLE PARK P.U.D.**

**LEGAL DESCRIPTION**

PORTIONS OF THE MUNROE PLACER, U.S. MINERAL SURVEY NUMBER 1150, THE KIMBALL PLACER, U.S. MINERAL SURVEY NUMBER 1151, AND THE RILEY PLACER, LOCATED IN THE NORTHEAST ONE-QUARTER AND SOUTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, ALL IN RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SUMMIT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NUMBER 1 OF THE SWANS NEST PLACER, U.S. MINERAL SURVEY NUMBER 14412, SAID CORNER BEING A U.S.G.S. BRASS MONUMENT LOCATED ON THE LINE BETWEEN CORNER NUMBER 2 AND CORNER NUMBER 3 OF SAID KIMBALL PLACER:

THENCE N 56°33'15" W A DISTANCE OF 737.46 FEET TO CORNER NUMBER 2 OF SAID KIMBALL PLACER:

THENCE N 23°03'47" W A DISTANCE OF 557.78 FEET TO A POINT, SAID POINT BEING ON THE LINE BETWEEN CORNER NUMBER 1 AND CORNER NUMBER 2 OF SAID KIMBALL PLACER, BEING THE TRUE POINT OF BEGINNING;

THENCE THE BOUNDARY OF SAID PROPERTY FOLLOWS ALONG THE FOLLOWING COURSES:

THENCE S 67°32'24" W A DISTANCE OF 282.93 FEET;

THENCE N 84°58'54" W A DISTANCE OF 390.07 FEET;

THENCE S 67°32'24" W A DISTANCE OF 851.61 FEET;

THENCE N 52°12'18" W A DISTANCE OF 51.96 FEET;

THENCE S 79°55'51" W A DISTANCE OF 49.24 FEET;

THENCE N 60°04'09" W A DISTANCE OF 77.18 FEET;

THENCE S 33°32'42" W A DISTANCE OF 340.46 FEET;

THENCE N 56°27'18" W A DISTANCE OF 149.29 FEET;

THENCE N 18°26'38" W A DISTANCE OF 82.82 FEET;

THENCE N 21°19'11" E A DISTANCE OF 312.83 FEET;

THENCE N 12°52'29" E A DISTANCE OF 652.43 FEET;

THENCE N 24°22'05" E A DISTANCE OF 511.59 FEET;

THENCE N 5°19'35" E A DISTANCE OF 586.26 FEET;

THENCE N 43°58'44" E A DISTANCE OF 191.72 FEET TO A POINT, SAID POINT BEING ON THE

LINE BETWEEN CORNER NUMBER 21 AND CORNER NUMBER 9 OF SAID MUNROE PLACER;

THENCE S 43°45'45" E A DISTANCE OF 709.58 FEET TO CORNER NUMBER 9 OF SAID

MUNROE PLACER, SAID POINT ALSO BEING CORNER NUMBER 15 OF SAID KIMBALL

PLACER;

THENCE S 29°37'50" E A DISTANCE OF 897.56 FEET TO CORNER NUMBER 1 OF SAID

KIMBALL PLACER;

THENCE S 23°03'47" E A DISTANCE OF 488.76 FEET TO A POINT, SAID POINT BEING ON THE

LINE BETWEEN CORNER NUMBER 1 AND CORNER NUMBER 2 OF SAID KIMBALL PLACER,

SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 2,072,149 SQUARE FEET OF  
47.570 ACRES, MORE OR LESS

EXHIBIT

C



**Granted**

The moving party is hereby ORDERED to provide a copy of this Order to any pro se parties who have entered an appearance in this action within 10 days from the date of this order.

**James B. Boyd**  
**District Court Judge**

Date of Order attached  
FILED Document

CO Garfield County District Court 9th JD  
Filing Date: Jan 5 2011 9:34AM MST  
Filing ID: 35195803  
Review Clerk: Kathy Hall

DISTRICT COURT, WATER DIVISION 5, COLORADO  
Garfield County Courthouse  
109 8<sup>th</sup> Street, Suite 104  
Glenwood Springs, CO 81601  
970/945-5075

CONCERNING THE APPLICATION FOR WATER RIGHTS  
FOR TIGER RUN OWNERS' ASSOCIATION, INC. AND  
FARMERS KORNER, INC. IN SUMMIT COUNTY

▲ COURT USE ONLY ▲

Case No: 06CW71

Division Courtroom

**FINDINGS OF FACT, CONCLUSIONS OF LAW, JUDGMENT AND DECREE OF  
THE WATER COURT**

The above-entitled Application was filed on April 28, 2006, and was referred to the Water Referee for Water Division No. 5, State of Colorado, by the Water Judge of said Court in accordance with Article 92 of Title 37 of the Colorado Revised Statutes Annotated. Farmers Korner, Inc. moved to intervene as an applicant on July 27, 2007, which intervention was granted on July 31, 2007. Co-Applicants moved to re-refer this case for further proceedings before the Water Judge on May 13, 2009, with re-referral granted by order of the court dated May 1, 2009.

The Court having made such investigations as are necessary to determine whether or not the statements in the Application are true and having been fully-advised of the subject matter of the Application does hereby make the following Findings of Fact, Conclusions of Law, Judgment and Decree in this matter:

**FINDINGS OF FACT**

1. Name, address and telephone number of Applicants:

Tiger Run Owners Association, Inc. ("Tiger Run")  
c/o Patrick, Miller & Kropf, P.C.  
730 E. Durant, Suite 200  
Aspen, CO 81611  
(970) 920-1028

Farmers Korner, Inc. ("Farmers Korner")  
c/o Petrock & Fendel, P.C.  
700 17th Street, Ste 1800  
Denver, Colorado 80202  
(303) 534-0702

2. The Town of Breckenridge, Vail Summit Resorts, Vidler Water Company, Colorado Springs Utilities, City and County of Denver acting by and through its Board of Water Commissioners, Summit School District and the Town of Silverthorne filed Statements of Opposition. The Colorado Division of Water Resources, Office of the State Engineer, intervened to participate as an opposer in this case by order of court dated September 4, 2009. The time for filing Statements of Opposition has expired. Applicants have reached stipulations and agreements with all opposers, and this decree approves those agreements.
3. This Court has given due consideration to the Division Engineer's Summary of Consultation dated December 4, 2006.
4. Decreed name of structure for which change is sought: Blue Danube Ditch No. 2.
  - A. From previous decrees: The original decree for the water right was entered in Civil Action 1675, District Court, Summit County on January 9, 1930. A change decree was entered in W-3442, District Court, Water Division No. 5 on August 14, 1979.
  - B. Decreed point of diversion: At a point on the west bank of the Blue River whence the Southwest Corner of Section 6, Township 6 South, Range 77 West of the 6<sup>th</sup> P.M. bears South 81°10' West, which is in the NW¼NE¼ of Section 7, Township 6 South, Range 77 West of the 6<sup>th</sup> P.M. at a point approximately 300 feet from the North Section Line and 3150 feet from the East Section Line.
  - C. Source: Blue River.
  - D. Appropriation date: June 20, 1919.
  - E. Amount: The rate of diversion originally decreed to this water right was 7.0 c.f.s. Case No. W-3442 quantified the historic consumptive use of the water right as being 151.8 annual acre-feet of which 111.8 annual acre-feet was changed for use in the South Platte River basin and 40.0 annual acre-feet was left at the original point of diversion described in paragraph 4.B. for continued use in the Blue River basin.
  - F. Decreed Uses: Case No. W-3442 approved a change of use to irrigation, domestic, municipal, industrial, commercial, recreational, including fishery and wildlife, manufacturing, mechanical, fire protection and the maintenance of storage reserves.

5. Applicant, Farmers Korner owns and Applicant, Tiger Run is under contract to purchase 7.11 acre-feet and to lease with an option to purchase 2.44 acre-feet of the 40.0 acre feet of consumptive use credits left in-basin. In the event that Tiger Run does not purchase all or such lesser amount of the total 9.55 acre-feet of historical consumptive use credits associated with The Blue Danube Ditch No. 2, such amount of The Blue Danube Ditch No. 2 that is not purchased by Tiger Run may continue to be used pursuant to the decree in W-3442.
  
6. Proposed changes:
  - A. Change of Points of Diversion: Applicants seek and this Decree allows Applicants to change the points of diversion for the 7.11 acre-feet that Farmers Korner owns and Tiger Run has contracted to purchase and to add alternate points of diversion for 2.44 acre-feet that Farmers Korner owns and Tiger Run has contracted to lease with an option to purchase.
    - i. New points of diversion for the 7.11 acre-feet and alternate points of diversion for the 2.44 acre-feet.
      - a. Name of structure: Tiger Run – Blue River Diversion.
        - i) Previous Decree: Case No. 06CW68, District Court, Water Division No. 5, pending.
        - ii) Legal description of point of diversion: SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6 P.M. at a point 2562 feet from the East Section Line and 4050 feet from the North Section Line in Summit County, Colorado. A map of the diversion is attached hereto as **Exhibit A**.
      - b. Name of structure: Tiger Run – Swan River Diversion 1.
        - i) Previous Decree: Case No. 06CW68, District Court, Water Division No. 5, pending.
        - ii) Legal description of point of diversion: NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6 P.M. at a point 1663 feet from the East Section Line and 2569 feet from the North Section Line in Summit County, Colorado. A map of the diversion is attached hereto as **Exhibit A**.
      - c. Name of structure: Tiger Run – Swan River Diversion 2.

- i) Previous Decree: Case No. 06CW68, District Court, Water Division No. 5, pending.
  - ii) Legal description of each point of diversion: SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6 P.M. at a point 1099 feet from the East Section Line and 3869 feet from the North Section Line in Summit County, Colorado. A map of the diversion is attached hereto as **Exhibit A**.
- d. Name of structure: Tiger Run – Blue River Well Field.
- i) Previous Decree: Case No. 06CW68, District Court, Water Division No. 5, pending.
  - ii) Legal description of well field: Upper Terminus: SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6 P.M. at a point 2641 feet from the East Section Line and 4126 feet from the North Section Line; Lower Terminus: NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6 P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado. A map of the well field is attached hereto as **Exhibit A**.
- e. Name of structure: Tiger Run – Swan River Well Field.
- i) Previous Decree: Case No. 06CW68, District Court, Water Division No. 5, pending.
  - ii) Legal description of well field: Upper Terminus: SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6 P.M. at a point 1386 feet from the East Section Line and 3938 feet from the North Section Line; Lower Terminus: NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6 P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado. A map of the well field is attached hereto as **Exhibit A**.
- f. Terms and Conditions:
- i) Tiger Run will divert the 9.55 acre-feet of historic consumptive use credits at a rate of 0.22 c.f.s. (100 g.p.m.)

and will limit its cumulative diversions of the water to 0.22 c.f.s. (100 g.p.m.) between the following diversion points:

1. Tiger Run – Blue River Diversion;
  2. Tiger Run – Swan River Diversion 1;
  3. Tiger Run – Swan River Diversion 2;
  4. Tiger Run – Blue River Well Field; and
  5. Tiger Run – Swan River Well Field.
- ii) Diversions at the new and alternate points shall only occur to the extent the water is physically and legally available at Blue Danube Ditch No. 2's original decreed point of diversion. Tiger Run may only make a call to satisfy its interest in the Blue Danube Ditch No. 2 at the new and alternate points of diversion decreed in Case No. 06CW71 to the extent that a call could have been made for the Blue Danube Ditch No. 2 water right at its original decreed point of diversion.
- iii) Cumulative annual diversion of the Blue Danube Ditch No. 2 water rights at the new and alternate points of diversion shall not exceed a total of 9.55 acre-feet. The historic consumptive use credits will be diverted in a manner reasonably representing the historic seasonal diversions of the Blue Danube Ditch No. 2, *i.e.* approximately 11% in May; 26% in June, 26% in July, 21% in August; and 16% in September.

A table providing the maximum amount of the Blue Danube Ditch No. 2 water rights that can be diverted monthly at the new and alternate points of diversion is attached as **Exhibit C**. Diversions of the Blue Danube Ditch No. 2 water rights at the new and alternate points of diversion decreed herein shall be limited to the period from May 1 to September 17. Monthly diversions may vary, but only within the ranges provided in **Exhibit C**. The diversion amounts shall not be aggregated in a manner that will exceed the ranges in **Exhibit C**, which reasonably

represents the pattern of historic consumptive use of the Blue Danube Ditch No. 2.

The maximum diversion amounts set forth in **Exhibit C** are subject to the total number of consumptive use credits ultimately purchased and/or leased by Tiger Run Owners Association, Inc. from Farmers Korner, Inc. If Tiger Run Owners Association purchases less than 9.55 acre-feet of consumptive use credits from Farmers Korner, Inc., then the maximum diversion amounts of Blue Danube Ditch No. 2 water available at the new and alternate points of diversion shall decrease proportionately, and such amount of the Blue Danube Ditch No. 2 that is not purchased by Tiger Run Owners Association may continue to be used pursuant to the decree in W-3442.

- iv) All wells within the Tiger Run – Blue River Well Field and Tiger Run – Swan River Well Field are limited to production from within the stream alluvium within 100 feet of the live stream. Additionally, these wells can be curtailed as if they are surface structures. Prior to the construction or operation of the subject wells, Tiger Run shall obtain well permits issued pursuant to § 37-90-137(2), C.R.S. and this decree.

B. Change of Place of Use. Applicants seek and this Decree allows Applicants to change the place of use for the 7.11 acre-feet that Farmers Korner owns and Tiger Run has contracted to purchase and to add an alternate place of use for 2.44 acre-feet that Farmers Korner owns and Tiger Run has contracted to lease with an option to purchase. Applicants seek and this Decree approves the use of 9.55 acre-feet to irrigate 13.2 acres on Tiger Run's property.

- i. Legal description of the irrigated area: 13.2 acres located within the property legally described in **Exhibit D**. A map of the acreage is attached hereto as **Exhibit B**.
- ii. Terms and Conditions:
  - a. The 2.44 acre-feet that Tiger Run is leasing with an option to purchase will not be diverted at the original point of diversion during any year that it is diverted at the alternate points of diversion described in paragraph 6.A.i. above.

- b. If Tiger Run exercises its option and purchases the 2.44 acre-feet, then, upon Tiger Run's filing of a Notice of Exercise of Option with the Water Court, this alternate place of use shall become a permanent change of place of use.
  - c. If Tiger Run's lease expires and/or is terminated and if Tiger Run does not exercise its option, then Tiger Run shall notify the Water Court and the State and Division Engineers. Under those circumstances, Tiger Run will only divert and use 7.11 acre-feet of historical consumptive use credits associated with the Blue Danube Ditch No. 2 pursuant to this decree, and Farmers Korner may continue to use the 2.44 acre-feet pursuant to the decree in W-3442.
7. Tiger Run owns the land upon which the structures at the changed points of diversion are located and upon which water will be placed to beneficial use at the changed places of use.
8. Remarks: The portion of the Blue Danube Ditch No. 2 water right in which Tiger Run holds an interest is a component part of an integrated legal water supply plan applied for in this case and in Case No. 06CW68, District Court, Water Division No. 5.
9. No Injury: The changes of water rights approved herein, if operated and administered according to the terms and conditions herein, will not cause any material injurious effect to the owner or user of any vested water right or decreed conditional water right.

#### CONCLUSIONS OF LAW

10. The foregoing Findings of Fact are incorporated herein to the extent they constitute conclusions of law.
11. Timely and adequate notice of the Application was given as required by law.
12. This Court has jurisdiction over the subject matter of these proceedings and over all persons who may be affected whether or not they have appeared pursuant to C.R.S. §37-92-203 and -301(2) and -303(1).
13. The Application is complete and covers all applicable matters required by C.R.S. §37-92-302. The Court concludes the relief granted herein is consistent with the relief originally requested in the Application and for which public notice was provided.
14. The granting of this Application will not cause material injury to any vested water right or decreed conditional water right which is tributary to or has as its source of supply, the

Colorado River, as long as Applicants comply with the terms and conditions of this Decree.

**JUDGMENT AND DECREE**

The Court does therefore conclude that the above-entitled Application should be granted as follows:

15. Findings of Fact and Conclusions of Law as contained in paragraphs 1 through 14 above are incorporated in the Judgment and Decree as if fully set forth herein.
16. Subject to Paragraph 17 below, Applicants shall be granted a change of water rights for the 9.55 acre-feet of historic consumptive use credits associated with the Blue Danube Ditch No. 2. Applicants shall be granted a change of points of diversion and a change of place of use for the 7.11 acre-feet of historic consumptive use credits Farmers Korner owns and Tiger Run has contracted to purchase. Applicants shall be granted alternate points of diversion and an alternate place of use for the 2.44 acre-feet of historic consumptive use credits that Farmers Korner owns and Tiger Run has contracted to lease with an option to purchase. Upon notice by Tiger Run, the alternate place of use for the 2.44 acre-feet shall become a permanent change of place of use.
17. In the event that Tiger Run does not purchase all or such lesser amount of the total 9.55 acre-feet of historical consumptive use credits associated with the Blue Danube Ditch No. 2, such amount of the Blue Danube Ditch No. 2 that is not purchased by Tiger Run may continue to be used pursuant to the decree in W-3442.
18. The monthly diversions of the Blue Danube Ditch No. 2 historic use credits shall be allowed in accordance with paragraph 6.A.i.f.iii. above, and shall reasonably represent the pattern of historical consumptive use.
19. Should Applicants seek to use the 9.55 acre-feet of historic consumptive use credits associated with the Blue Danube Ditch No. 2 water right for any of the uses other than irrigation use which were decreed in W-3442 at the new and alternate points of diversion decreed in this case, Applicants will be required to amend this decree accordingly.
20. Applicants shall not divert any of the 9.55 acre-feet of historic consumptive use credits associated with the Blue Danube Ditch No. 2 at the alternate points of diversion decreed herein when the CWCB's instream flow water rights on the Swan River, decreed in Case No. 86CW223, and on the Blue River in Case Nos. 86CW204 and 86CW217, are not satisfied.
21. Applicants shall install and maintain such measuring devices and submit such accounting as may be required by the Division Engineer to administer the terms of this decree.

22. A copy of this Decree shall be filed with the appropriate Division Engineer and State Engineer.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

WATER JUDGE

---

Water Judge, Water Division No. 5

**EXHIBIT LIST**

- A. Map of Diversion Points / Well Fields
- B. Map of Irrigated Acreage
- C. Table of Monthly Diversion Limits
- D. Legal Description

**This document constitutes a ruling of the court and should be treated as such.**

**Court:** CO Garfield County District Court 9th JD

**Judge:** James B Boyd

**File & Serve**

**Transaction ID:** 34788978

**Current Date:** Jan 05, 2011

**Case Number:** 2006CW71

**Case Name:** In the interest of: TIGER RUN OWNERS ASSOCIATION INC et al

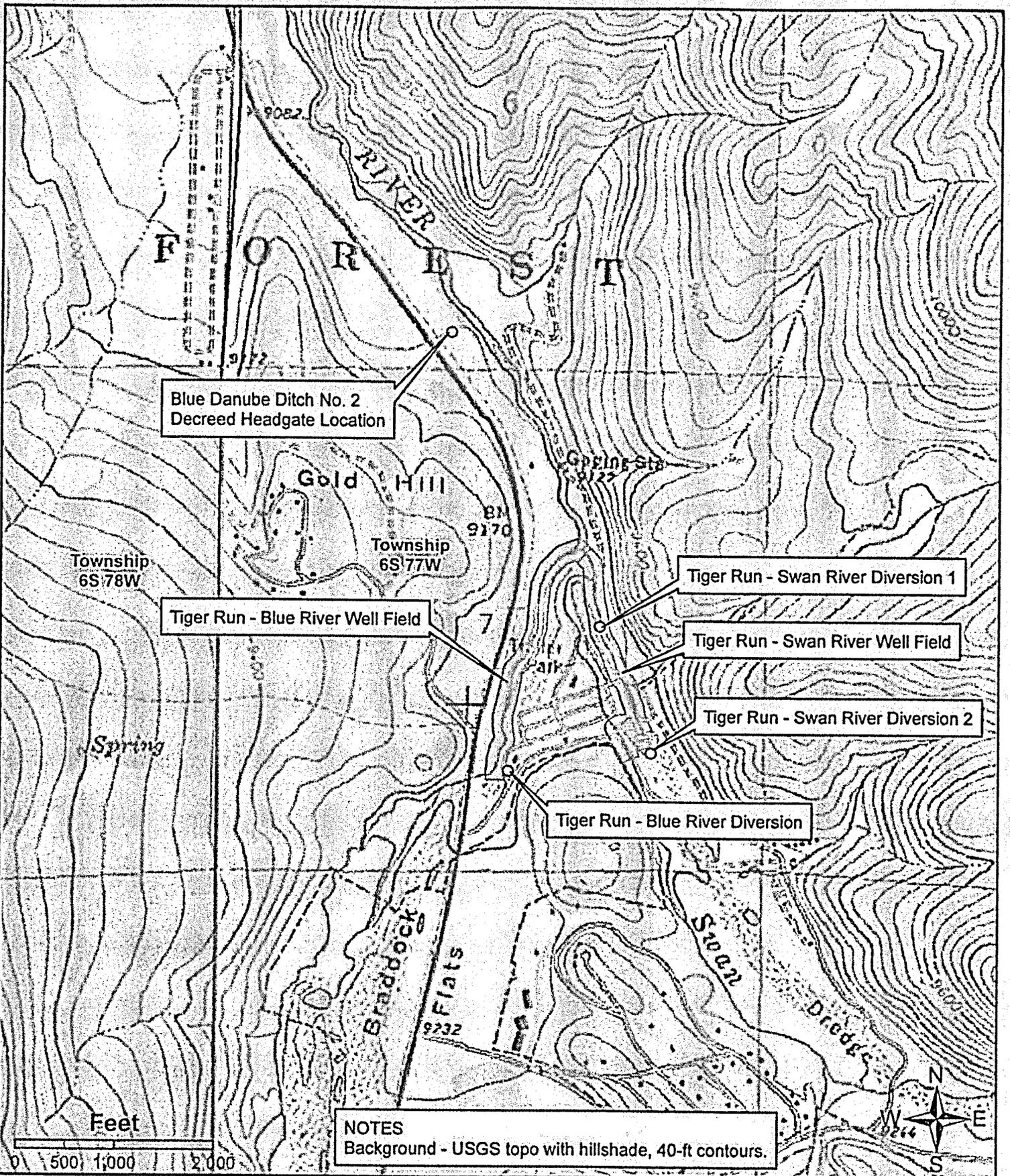
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**Court Authorizer**

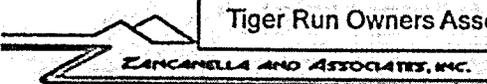
**Comments:**

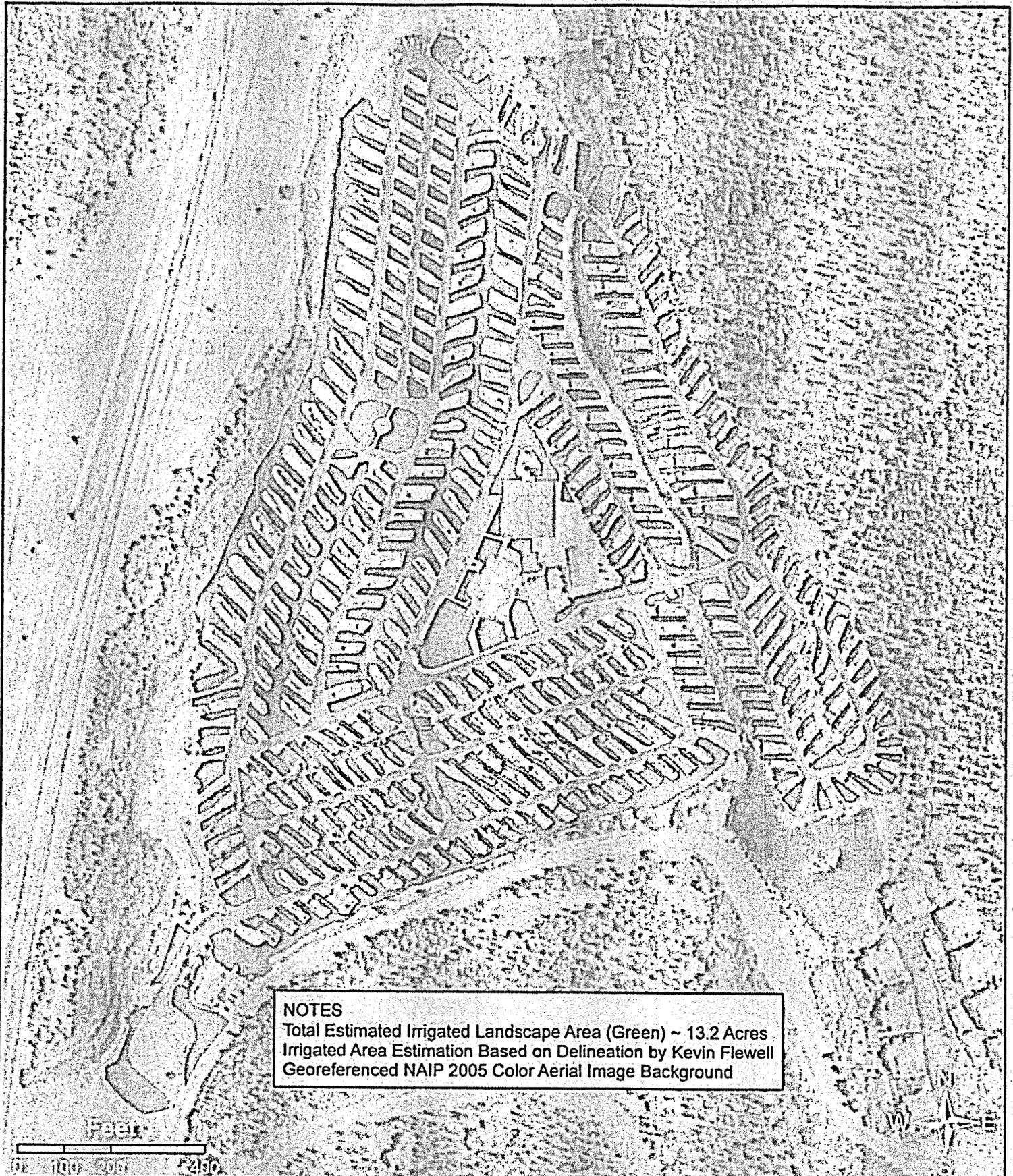
The exhibits identified in the decree and filed with the proposed decree on 12/10/10 are incorporated into this Decree.

**/s/ Judge James B Boyd**



**NOTES**  
 Background - USGS topo with hillshade, 40-ft contours.

DATE: 27 AUG 2009		MAP TITLE: General Diversion Locations		CLIENT: Tiger Run Owners Association		EXHIBIT: A	
DRAWN BY: SCR		CHECKED BY: TAZ		APPROVED BY: TAZ		PROJECT: 26410	
 <b>ZANCARELLA AND ASSOCIATES, INC.</b> ENGINEERING CONSULTANTS POST OFFICE BOX 1909 - 1011 GRAND AVENUE GLENWOOD SPRINGS, COLORADO 81602 (970) 945-5700							



**NOTES**  
 Total Estimated Irrigated Landscape Area (Green) ~ 13.2 Acres  
 Irrigated Area Estimation Based on Delineation by Kevin Flewell  
 Georeferenced NAIP 2005 Color Aerial Image Background

DATE: 15 JUL 2009	MAP TITLE: Estimated Irrigated Landscape Area	CLIENT: Tiger Run Owners Association	EXHIBIT: <b>B</b>
DRAWN BY: JMC	CHECKED BY: SCR	APPROVED BY: SCR	PROJECT: 26410

**ZANCANELLA AND ASSOCIATES, INC.**  
 ENGINEERING CONSULTANTS  
 POST OFFICE BOX 1908 - 1011 GRAND AVENUE  
 GLENWOOD SPRINGS, COLORADO 81602 (970) 945-5700

**Exhibit C  
Table 1  
Tiger Run**

**Irrigation Water Monthly and Annual Diversions**

<b>Raw Water Demands</b>	
<i>Application Efficiency Up To</i>	100%
<i>Raw Water - Lawn Area (total)</i>	13.2 acres

(1)

	Diversions
	Irrigation
	<i>(ac-ft)</i>
January	0.0
February	0.0
March	0.0
April	0.0
May	0.9 - 1.1
June	2.4 - 3.0
July	2.5 - 3.1
August	1.9 - 2.3
September 17	0.7 - 0.9
October	0.0
November	0.0
December	0.0
	(2)
<b>Total</b>	<b>9.55</b>

(1) Monthly Diversion Limits in Acre Feet

(2) Total Annual Diversion Limits

TIGER RUN RESORT RECREATIONAL VEHICLE PARK P.U.D.

LEGAL DESCRIPTION

PORTIONS OF THE MUNROE PLACER, U.S. MINERAL SURVEY NUMBER 1150, THE KIMBALL PLACER, U.S. MINERAL SURVEY NUMBER 1151, AND THE RILEY PLACER, LOCATED IN THE NORTHEAST ONE-QUARTER AND SOUTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, ALL IN RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SUBMIT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NUMBER 1 OF THE SWANS NEST PLACER, U.S. MINERAL SURVEY NUMBER 14412, SAID CORNER BEING A U.S.G.S. BRASS MONUMENT LOCATED ON THE LINE BETWEEN CORNER NUMBER 2 AND CORNER NUMBER 3 OF SAID KIMBALL PLACER:

THENCE N 36°33'15" W A DISTANCE OF 737.46 FEET TO CORNER NUMBER 2 OF SAID KIMBALL PLACER;

THENCE N 23°03'47" W A DISTANCE OF 557.38 FEET TO A POINT, SAID POINT BEING ON THE LINE BETWEEN CORNER NUMBER 1 AND CORNER NUMBER 2 OF SAID KIMBALL PLACER, BEING THE TRUE POINT OF BEGINNING;

THENCE THE BOUNDARY OF SAID PROPERTY FOLLOWS ALONG THE FOLLOWING COURSES:

THENCE S 67°32'24" W A DISTANCE OF 282.93 FEET;

THENCE N 84°58'54" W A DISTANCE OF 390.07 FEET;

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THENCE N 52°12'18" W A DISTANCE OF 51.96 FEET;

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THENCE N 60°04'09" W A DISTANCE OF 77.18 FEET;

THENCE S 35°32'42" W A DISTANCE OF 340.46 FEET;

THENCE N 56°27'18" W A DISTANCE OF 149.29 FEET;

THENCE N 18°26'38" W A DISTANCE OF 82.82 FEET;

THENCE N 21°19'11" E A DISTANCE OF 332.83 FEET;

THENCE N 12°52'29" E A DISTANCE OF 632.42 FEET;

THENCE N 24°22'05" E A DISTANCE OF 571.59 FEET;

THENCE N 5°19'35" E A DISTANCE OF 586.26 FEET;

THENCE N 45°58'44" E A DISTANCE OF 191.72 FEET TO A POINT, SAID POINT BEING ON THE LINE BETWEEN CORNER NUMBER 21 AND CORNER NUMBER 9 OF SAID MUNROE PLACER;

THENCE S 48°45'45" E A DISTANCE OF 709.58 FEET TO CORNER NUMBER 9 OF SAID MUNROE PLACER, SAID POINT ALSO BEING CORNER NUMBER 15 OF SAID KIMBALL PLACER;

THENCE S 29°37'50" E A DISTANCE OF 897.36 FEET TO CORNER NUMBER 1 OF SAID KIMBALL PLACER;

THENCE S 23°03'47" E A DISTANCE OF 488.76 FEET TO A POINT, SAID POINT BEING ON THE LINE BETWEEN CORNER NUMBER 1 AND CORNER NUMBER 2 OF SAID KIMBALL PLACER, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 2,072,149 SQUARE FEET OF  
47.570 ACRES, MORE OR LESS

EXHIBIT

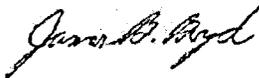
D

BOOK

DISTRICT COURT, GARFIELD (GLENWOOD SPRINGS) COUNTY, COLORADO	
Court Address: 109 8th Street, Ste. 104, Glenwood Springs, CO, 81601	DATE FILED: February 2, 2014 11:32 AM CASE NUMBER: 2013CW6
In the Interest of: TIGER RUN OWNERS ASSOCIATION	<b>△ COURT USE ONLY △</b>
	Case Number: 2013CW6 Division: E                      Courtroom:
<b>Decree: Decree of the Water Court</b>	

The motion/proposed order attached hereto: GRANTED.

Issue Date: 2/2/2014



JAMES BERKLEY BOYD  
District Court Judge

DISTRICT COURT WATER DIVISION NO. 5, COLORADO  
Garfield County Courthouse  
109 8<sup>th</sup> Street, Suite 104  
Glenwood Springs, CO 81601  
970/945-5075

CONCERNING THE APPLICATION FOR WATER RIGHTS OF:

**TIGER RUN OWNERS ASSOCIATION, INC.**

In the Blue River or its Tributaries

In Summit County, Colorado

▲ COURT USE ONLY ▲

Case Number:

13CW6

Division Courtroom

**FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE REFEREE  
AND DECREE OF THE WATER COURT**

The application in this case was filed on January 23, 2013. A Notice of Amended Application and an Amended Application were filed on January 31, 2013. An order accepting the Amended Application (hereinafter referred to as the "Application") was issued on February 4, 2013. The Application was referred to the Water Referee for Water Division 5, State of Colorado, by the Water Judge of this Court in accordance with C.R.S. § 37-92-101, *et seq.*, known as the Water Right Determination and Administration Act of 1969.

The undersigned Referee having made such investigations as are necessary to determine whether or not the statements in the Application are true, and having become fully advised with respect to the subject matter of the Application does hereby make the following determination and Ruling as the Referee in this matter:

**FINDINGS OF FACT**

1. The statements in the Application are true, except as may be otherwise stated herein.
2. Name, address and telephone number of Applicant:

Tiger Run Owners' Association  
85 Tiger Run Road  
Breckenridge, CO 80424

*With copies of pleadings to:*

Patrick, Miller, Kropf & Noto, P.C.  
0197 Prospector Rd., Ste. 2104A  
Aspen, CO 81611  
(970) 920-1028

And

ACCU, Inc.  
David W. Phifer, President  
2140 S. Holly  
Denver, CO 80222  
(303) 339-9700

3. Timely statements of opposition were filed by the City and County of Denver acting by and through its Board of Water Commissioners ("Denver") and Summit School District RE-1 ("Summit School District"). The time for filing statements of opposition has expired. Applicant entered into a stipulation with Denver on July 24, 2013 and with Summit School District on July 23, 2013. The stipulations are accepted by the Court and incorporated herein by reference.
4. This Court has given due consideration to the Division Engineer's Summary of Consultation dated May 13, 2013 and filed in this case on May 15, 2013 and the Applicant's response filed on June 7, 2013.
5. Background: This Court approved and decreed the Applicant's previous change case, Case No. 06CW71, involving the same water right and uses. The decree in Case No. 06CW71, entered on January 5, 2011, decreed changes for 9.55 acre-feet of Blue Danube Ditch No. 2 consumptive use water. By this ruling and decree, the Court approves the application to change the point of diversion and place of use for a separate and additional 5.0 acre-feet of Blue Danube Ditch No. 2 consumptive use water to the same points of diversion and for the same uses decreed in 06CW71 subject to the restrictive terms and conditions stated herein.
6. **FIRST CLAIM: FOR CHANGE OF WATER RIGHT.**
  - A. Decreed name of structure for which changes are sought: Blue Danube Ditch No. 2.
  - B. Description of water right:
    - i. Date of original decree: January 9, 1930.

Case No.: Civil Action 1675, District Court, Summit County.

ii. Subsequent decrees: The Division 5 Water Court entered a change decree in Case W-3442, on August 14, 1979 quantifying the consumptive use credits available to the water right. In Case No. 06CW71, the Division 5 Water Court decreed changes for 9.55 acre-feet of the consumptive use credits quantified in W-3442 for Applicant.

C. Decreed point of diversion: At a point on the west bank of the Blue River whence the Southwest Corner of Section 6, Township 6 South, Range 77 West of the 6<sup>th</sup> P.M. bears South 81°10' West a distance of 2350 feet. This can be located in the SE¼SW¼ of Section 6, Township 6 South, Range 77 West of the 6<sup>th</sup> P.M. at a point approximately 400 feet from the South Section Line and 3150 feet from the East Section Line.

D. Source: Blue River, tributary to the Colorado River.

E. Appropriation date: June 20, 1919.

F. Amount decreed: The rate of diversion originally decreed to this water right is 7.0 cubic feet per second ("c.f.s."). Case No. W-3442 quantified the historic consumptive use of the water right as 151.8 annual acre-feet. Of that amount, 111.8 annual acre-feet was changed for use in the South Platte River basin and 40.0 annual acre-feet was left at the original point of diversion for continued use in the Blue River basin. In Case No. 06CW71, 9.55 acre feet of the 40 annual acre-feet was changed for use in basin by the Applicant. This decree changes the point of diversion and place of use for another 5.0 acre-feet of the 40.0 acre-feet of consumptive use credits left in-basin.

G. Decreed uses: Case No. W-3442 approved a change of use to irrigation, domestic, municipal, industrial, commercial, recreational, including fishery and wildlife, manufacturing, mechanical, fire protection and the maintenance of storage reserves.

H. Proposed changes:

i. Change of point of diversion: Applicant owns 5.0 acre-feet of Blue Danube Ditch consumptive use water pursuant to the deed attached as Exhibit A hereto. By this ruling and decree, the Court approves Applicant's requested change in the point of diversion from the originally decreed point to the new points of diversion listed below.

Finding of Fact, Conclusions of Law, Ruling of Referee, and Decree of the Water Court

New points of diversion:

- a. Name of structure: Tiger Run – Blue River Diversion.
- (i) Legal description of point of diversion as decreed in Case No. 06CW68: SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 2562 feet from the East Section Line and 4050 feet from the North Section Line in Summit County, Colorado. A map of the diversion is attached hereto as Exhibit B.
- b. Name of structure: Tiger Run – Swan River Diversion 1.
- (i) Legal description of point of diversion as decreed in Case No. 06CW68: NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1663 feet from the East Section Line and 2569 feet from the North Section Line in Summit County, Colorado. A map of the diversion is attached hereto as Exhibit B.
- c. Name of structure: Tiger Run – Swan River Diversion 2.
- (i) Legal description of each point of diversion as decreed in Case No. 06CW68: SE $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1099 feet from the East Section Line and 3869 feet from the North Section Line in Summit County, Colorado. A map of the diversion is attached hereto as Exhibit B.
- d. Name of structure: Tiger Run – Blue River Well Field.
- (i) Legal description of well field as decreed in Case No. 06CW68:
- a. Upper Terminus: SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 2641 feet from the East Section Line and 4126 feet from the North Section Line.
- b. Lower Terminus: NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit

Finding of Fact, Conclusions of Law, Ruling of Referee, and Decree of the Water Court

County, Colorado. A map of the well field is attached hereto as Exhibit B.

- e. Name of structure: Tiger Run – Swan River Well Field.
  - (i) Legal description of well field as decreed in Case No. 06CW68:
    - a. Upper Terminus: SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1386 feet from the East Section Line and 3938 feet from the North Section Line.
    - b. Lower Terminus: NE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado. A map of the well field is attached hereto as Exhibit B.

I. Change of Place of Use: By this ruling and decree, the Court approves Applicant's request to change the place of use of 5.0 acre-feet of Blue Danube Ditch No. 2 consumptive use water to irrigate 13.2 acres within Applicant's property. The area to be irrigated is depicted on Exhibit C.

The legal description for Applicant's property is attached as Exhibit D.

J. The Applicant owns the land upon which the new points of diversion are located and on which the water will be used.

K. The changes decreed herein are subject to the following terms and conditions:

i. Applicant shall divert the 5.0 acre-feet of historic consumptive use credits at a rate no greater than 0.22 c.f.s. (100 g.p.m.) and shall limit its cumulative diversions of the water, along with the amounts changed in 06CW71, to 0.22 c.f.s. (100 g.p.m.) between the following diversion points:

- a. Tiger Run – Blue River Diversion;
- b. Tiger Run – Swan River Diversion 1;
- c. Tiger Run – Swan River Diversion 2;

Finding of Fact, Conclusions of Law, Ruling of Referee, and Decree of the Water Court

- d. Tiger Run – Blue River Well Field; and
  - e. Tiger Run – Swan River Well Field.
- ii. Diversions at the new points of diversion shall only occur to the extent the water is physically and legally available at Blue Danube Ditch No. 2's original decreed point of diversion. Tiger Run shall only make a call to satisfy its interest in the Blue Danube Ditch No. 2 at the new points of diversion to the extent that a call could have been made for the Blue Danube Ditch No. 2 water right at its original decreed point of diversion.
  - iii. Cumulative annual diversion of the Blue Danube Ditch No. 2 water rights changed herein at the new points of diversion shall not exceed a total of 5.0 acre-feet. The historic consumptive use credits will be diverted in a manner reasonably representing the historic seasonal diversions of the Blue Danube Ditch No. 2, *i.e.* approximately 11% in May; 26% in June, 26% in July, 21% in August; and 16% in September.

A table providing the maximum amount of the Blue Danube Ditch No. 2 water rights changed herein that can be diverted monthly at the new points of diversion is attached as Exhibit E. Diversions of the Blue Danube Ditch No. 2 water rights at the new points of diversion decreed herein shall be limited to the period from May 1 to September 17. Monthly diversions may vary, but only within the ranges provided in Exhibit E. The diversion amounts shall not be aggregated in a manner that will exceed the ranges in Exhibit E, which reasonably represents the pattern of historic consumptive use of the Blue Danube Ditch No. 2. Monthly diversions of the water changed herein together with the water changed in Case No. 06CW71 is limited to the cumulative amounts detailed in Exhibit E.

- iv. All wells within the Tiger Run – Blue River Well Field and Tiger Run – Swan River Well Field are limited to production from within the stream alluvium within 100 feet of the live stream such that the wells can be curtailed as if they are surface structures. Prior to the construction or operation of the subject wells, Tiger Run shall obtain well permits issued pursuant to C.R.S. § 37-90-137(2), the decree in this case and those in Case Nos. 06CW68 and 06CW71. To obtain these permits, Applicant shall be required to demonstrate to the State and Division Engineer's satisfaction that diversions from the well field will have an instantaneous effect on the stream so that the diversions can be administered as surface diversions. Otherwise, such well field diversions shall not be allowed without a court-approved augmentation plan.

Finding of Fact, Conclusions of Law, Ruling of Referee, and Decree of the Water Court

- v. Applicant shall not divert any of the 5.0 acre-feet of historic consumptive use credits associated with the Blue Danube Ditch No. 2 and changed herein at the new points of diversion decreed herein when the CWCB's instream flow water rights on the Swan River, decreed in Case No. 86CW223, and on the Blue River, in Case Nos. 86CW204 and 86CW217, are not satisfied in the reach between the Blue Danube Ditch No. 2 original point of diversion and the new points of diversion decreed herein.
- vi. The Blue Danube Ditch No. 2 is a component part of an integrated legal water supply plan decreed in this case and in Case Nos. 06CW68 and 06CW71.

**CONCLUSIONS OF LAW**

6. To the extent they constitute legal conclusions; the foregoing Findings of Fact are incorporated herein.
7. All notices required by law have been properly made, as required under C.R.S. § 37-92-302(3). The Court has jurisdiction over the Application and over all entities or persons who had standing to appear whether they did so or not.
8. The Application is complete, covering all applicable matters required pursuant to the Water Right Determination and Administration Act of 1969. C.R.S. §§ 37-92-101-602.
9. Applicant has fulfilled all legal requirements for a decree for the requested water right.
10. No Injury: The changes of water rights approved herein, if operated and administered according to the terms and conditions herein, will not cause any material injury to any vested water right or decreed conditional water right which is tributary to or has as its source of supply, the Colorado River.

**RULING OF THE REFEREE**

The Referee does therefore conclude that the above-entitled Application should be granted as follows:

11. The Findings of Fact and Conclusions of Law as set forth above and the exhibits attached hereto are incorporated herein by reference and are hereby modified as necessary to constitute part of this Ruling and the Final Judgment and Decree.
12. Applicants are hereby granted a change of water rights for the Blue Danube Ditch No. 2 water right in the amount of 5.0 acre-feet of historic consumptive use credits. Applicants are hereby granted a change of point of diversion and change of place of use for the Blue

Finding of Fact, Conclusions of Law, Ruling of Referee, and Decree of the Water Court

Danube Ditch No. 2 water right 5.0 acre-feet of Blue Danube Ditch No. 2 historic consumptive use credits.

13. The monthly diversions of the Blue Danube Ditch No. 2 historic use credits shall be allowed in accordance with paragraph 5.K.iii. above, and shall reasonably represent the pattern of historical consumptive use.
14. Should the Applicants seek to use the 5.0 acre-feet of historic consumptive use credits associated with the Blue Danube Ditch No. 2 water right for any of the uses other than irrigation decreed in W-3442 at the new points of diversion decreed in this case, Applicants will be required to amend this decree accordingly.
15. Applicants shall install and maintain such measuring devices and submit such accounting as may be required by the division engineer to administer the terms of this decree.
16. In consideration of the specific findings and conclusions made herein and in conformance with C.R.S. § 37-92-304(6), as amended, the approval of this change decree shall be subject to reconsideration by this water judge on the questions of injury to vested water rights of others commencing with the entry of this decree and continuing for the period of five (5) years. If no petition for reconsideration is filed within the period of retained jurisdiction identified above, such period will expire automatically, except as the Court may otherwise determine at such time pursuant to C.R.S. § 37-92-304(6). The Court, having considered the historic usage and adequacy of the water rights to be changed, makes the specific determination that the period of retained jurisdiction described herein is adequate.
17. A copy of the Ruling shall be filed with the Division Engineer for Water Division No. 5 and with the State Engineer.
18. It is further ORDERED that this Ruling shall be filed with the Water Clerk, subject to judicial review.

Dated this 26th day of December, 2013.

WATER REFEREE:



---

Holly Strablizky, Water Referee  
Water Division No. 5  
State of Colorado

Finding of Fact, Conclusions of Law, Ruling of Referee, and Decree of the Water Court

**DECREE OF THE WATER COURT**

No protest was filed in this matter. The foregoing Ruling is confirmed and approved, and is hereby made a Decree of this Court.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

WATER JUDGE:

\_\_\_\_\_  
James Boyd, Water Judge  
Water Division No. 5  
State of Colorado

Attachment to Order - 2013CW6

SPECIAL WARRANTY DEED

THIS DEED, made this 18<sup>th</sup> day of JANUARY, 2013 is between SUMMIT SCHOOL DISTRICT RE-1, a Colorado school district, ("Grantor") and TIGER RUN OWNERS ASSOCIATION, INC., a Colorado corporation ("Grantee"):

For and in consideration of the sum of Ten and No/100s Dollars (\$10.00), and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants, bargains, sells and conveys to the Grantee the water rights described in the attached Exhibit A in Summit County, Colorado, and warrants title to same against any and all persons claiming by, through, or under the Grantor.

Executed as of the date first set forth above.

GRANTOR:

SUMMIT SCHOOL DISTRICT, RE-1

By: [Signature]

ACKNOWLEDGEMENT

STATE OF COLORADO

COUNTY OF Summit

The foregoing Special Warranty Deed was acknowledged before me this 18<sup>th</sup> day of JANUARY, 2013 by MARK RYDBERG of Summit School District RE-1 on behalf of such school district.

Witness my hand and official seal.

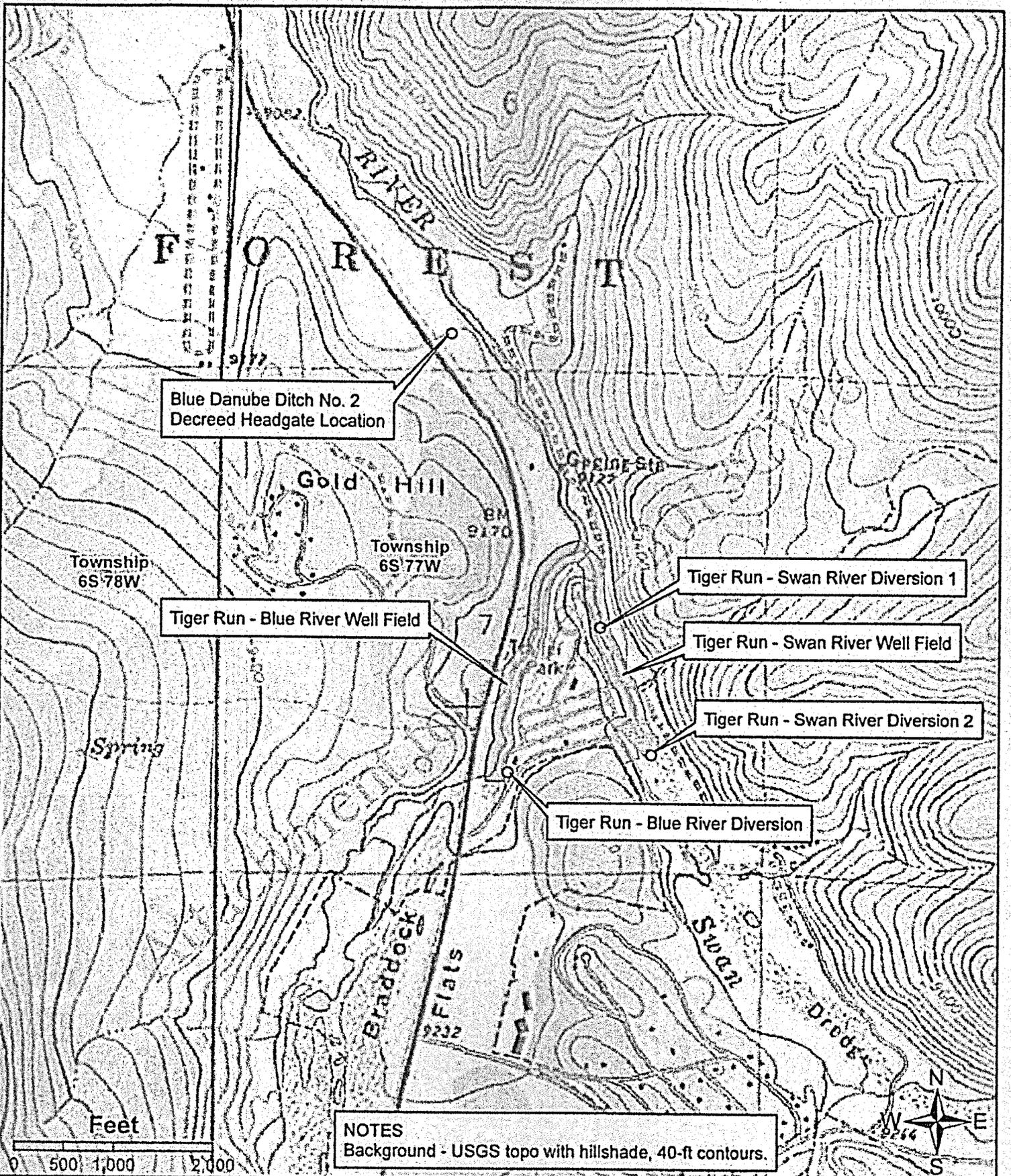
My commission expires on: 5/14/2014

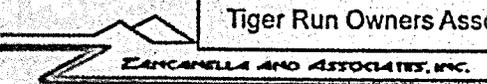
(seal)

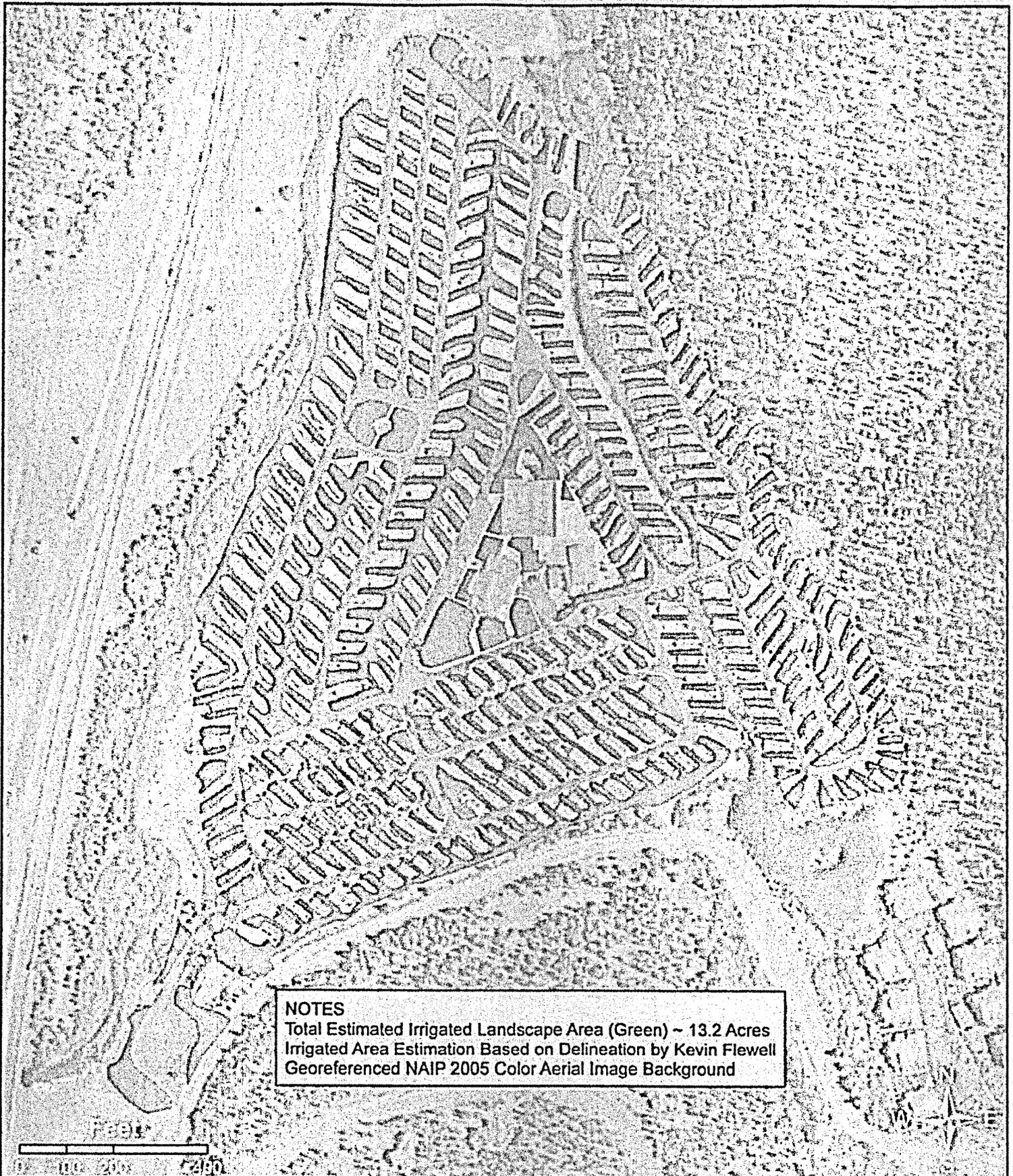
[Signature: Karen Mack]  
Notary Public

**KAREN MACK  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 19984011463  
MY COMMISSION EXPIRES MAY 14, 2014**





DATE: 27 AUG 2009	MAP TITLE: General Diversion Locations	CLIENT: Tiger Run Owners Association	EXHIBIT: <b>B</b>
DRAWN BY: SCR	CHECKED BY: TAZ	APPROVED BY: TAZ	PROJECT: 26410
 <b>ZANCANELLA AND ASSOCIATES, INC.</b> ENGINEERING CONSULTANTS POST OFFICE BOX 1993 - 1011 GRAND AVENUE GLENWOOD SPRINGS, COLORADO 81602 (970) 945-5700			



**NOTES**  
 Total Estimated Irrigated Landscape Area (Green) ~ 13.2 Acres  
 Irrigated Area Estimation Based on Delineation by Kevin Flewell  
 Georeferenced NAIP 2005 Color Aerial Image Background

DATE: 15 JUL 2009	MAP TITLE: Estimated Irrigated Landscape Area	CLIENT: Tiger Run Owners Association	EXHIBIT: <b>C</b>
DRAWN BY: JMC	CHECKED BY: SCR	APPROVED BY: SCR	PROJECT: 26410

**ZANCANELLA AND ASSOCIATES, INC.**  
 ENGINEERING CONSULTANTS  
 POST OFFICE BOX 1908 - 1811 GRAND AVENUE  
 GLENWOOD SPRINGS, COLORADO 81602 (970) 945-5700

TIGER RUN RESORT RECREATIONAL VEHICLE PARK P.U.D.

LEGAL DESCRIPTION

PORTIONS OF THE MUNROE PLACER, U.S. MINERAL SURVEY NUMBER 1150, THE KIMBALL PLACER, U.S. MINERAL SURVEY NUMBER 1151, AND THE RILEY PLACER, LOCATED IN THE NORTHEAST ONE-QUARTER AND SOUTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, ALL IN RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SUMMIT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NUMBER 1 OF THE SWANS NEST PLACER, U.S. MINERAL SURVEY NUMBER 1442, SAID CORNER BEING A U.S.G.S. BRASS MONUMENT LOCATED ON THE LINE BETWEEN CORNER NUMBER 2 AND CORNER NUMBER 3 OF SAID KIMBALL PLACER;

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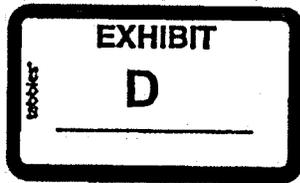
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THENCE THE BOUNDARY OF SAID PROPERTY FOLLOWS ALONG THE FOLLOWING COURSES:

THENCE S 67°32'24" W A DISTANCE OF 282.93 FEET;  
THENCE N 84°58'54" W A DISTANCE OF 390.07 FEET;  
THENCE S 67°32'24" W A DISTANCE OF 851.61 FEET;  
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THENCE N 21°19'11" E A DISTANCE OF 312.83 FEET;  
THENCE N 12°32'29" E A DISTANCE OF 652.43 FEET;  
THENCE N 24°22'05" E A DISTANCE OF 511.59 FEET;  
THENCE N 5°19'35" E A DISTANCE OF 586.26 FEET;  
THENCE N 45°58'44" E A DISTANCE OF 191.72 FEET TO A POINT, SAID POINT BEING ON THE LINE BETWEEN CORNER NUMBER 21 AND CORNER NUMBER 9 OF SAID MUNROE PLACER;  
THENCE S 48°45'45" E A DISTANCE OF 709.58 FEET TO CORNER NUMBER 9 OF SAID MUNROE PLACER, SAID POINT ALSO BEING CORNER NUMBER 15 OF SAID KIMBALL PLACER;  
THENCE S 29°37'50" E A DISTANCE OF 897.56 FEET TO CORNER NUMBER 1 OF SAID KIMBALL PLACER;  
THENCE S 23°03'47" E A DISTANCE OF 488.76 FEET TO A POINT, SAID POINT BEING ON THE LINE BETWEEN CORNER NUMBER 1 AND CORNER NUMBER 2 OF SAID KIMBALL PLACER, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 2,072,149 SQUARE FEET OF  
47.570 ACRES, MORE OR LESS

Attorney - 2013 C/W 6



## Exhibit E

Tiger Run HCU Credits from the  
Blue Danube No. 2 Ditch

Month	HCU <sup>(1)</sup> (ac-ft)
January	0.0
February	0.0
March	0.0
April	0.0
May	0.5 - 0.6
June	1.3 - 1.6
July	1.4 - 1.6
August	1.0 - 1.2
September	0.4 - 0.5
October	0.0
November	0.0
December	0.0
<b>Annual Total</b>	<b>5.00</b>

<sup>(1)</sup> Supplemental irrigation for Tiger Run from the Blue Danube No. 2 Ditch.

Attachment to Order - 2013CW6

**Exhibit E**  
**Tiger Run HCU Credits from the**  
**Blue Danube No. 2 Ditch**

Month	(1)	(2)	(3)
	06CW71 (ac-ft)	13CW06 (ac-ft)	Cumulative (ac-ft)
Jan	0.0	0.0	0.0
Feb	0.0	0.0	0.0
Mar	0.0	0.0	0.0
Apr	0.0	0.0	0.0
May	0.9 - 1.1	0.5 - 0.6	1.4 - 1.7
Jun	2.4 - 3.0	1.3 - 1.6	3.7 - 4.6
Jul	2.5 - 3.1	1.4 - 1.6	3.9 - 4.7
Aug	1.9 - 2.3	1.0 - 1.2	2.9 - 3.5
Sep*	0.7 - 0.9	0.4 - 0.5	1.1 - 1.4
Oct	0.0	0.0	0.0
Nov	0.0	0.0	0.0
Dec	0.0	0.0	0.0
<b>Annual Total</b> (not to exceed)	<b>9.55</b>	<b>5.00</b>	<b>14.55</b>

\*Diversions can be taken up to September 17 per restrictions included in 06CW71 and 13CW06.

**Description of Columns:**

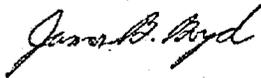
- (1) Original Blue Danube credits decreed in 06CW71
- (2) Additional Blue Danube credits decreed in 13CW06
- (3) Equals Column (1) + Column (2)

DISTRICT COURT, GARFIELD (GLENWOOD SPRINGS) COUNTY, COLORADO	
Court Address: 109 8th Street, Ste. 104, Glenwood Springs, CO, 81601	DATE FILED: December 16, 2016 CASE NUMBER: 2014CW3122
In the Interest of: TIGER RUN OWNERS ASSOCIATION	△ COURT USE ONLY △
	Case Number: 2014CW3122 Division: E                      Courtroom:
<b>Order: Decree with Correction</b>	

The motion/proposed order attached hereto: GRANTED WITH AMENDMENTS.

This decree is entered directly by the Court as a Decree on the Applicant's Petition for Correction of Clerical Error. References in the document to findings, conclusions or rulings of the Referee are corrected to make then findings, conclusions and orders of the Court.

Issue Date: 12/16/2016



JAMES BERKLEY BOYD  
District Court Judge

DISTRICT COURT, WATER DIVISION 5, COLORADO  
Garfield County Courthouse  
109 8<sup>th</sup> Street, Suite 104  
Glenwood Springs, CO 81601  
970/928-3065

CONCERNING THE APPLICATION FOR WATER RIGHTS OF  
**TIGER RUN OWNERS ASSOCIATION, INC.**

In the Blue River or its Tributaries

In Summit County, Colorado

▲ COURT USE ONLY ▲

Case No:

14CW3122

Division Courtroom

**FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE WATER  
REFEREE AND JUDGMENT AND DECREE OF THE WATER COURT**

The Application in this case was filed on October 30, 2014. The Application was referred to the Water Referee for Water Division 5, State of Colorado, by the Water Judge of this Court in accordance with C.R.S. §§ 37-92-101, *et. seq.*, known as the Water Right Determination and Administration Act of 1969.

The Referee, having made such investigations as are necessary to determine whether the statements in the Application are true, and having become fully advised with respect to the subject matter of the Application, does hereby make the following determination and Ruling of the Referee in this matter:

**FINDINGS OF FACT**  
**General Findings**

1. The statements in the Application are true except as may be otherwise stated herein.
2. Applicant's name and address: Tiger Run Owners Association, Inc., 85 Tiger Run Rd., Breckenridge, CO 80424. Copies of all pleadings should be sent to Craig Corona, Esq., Law Office of Craig Corona, P.C.; 420 E. Main St., Ste. 210B, Aspen, CO 81611; cc@craigcoronalaw.com; and ACCU, Inc., David W. Phifer, President, 2140 S. Holly, Denver, CO 80222, (303) 339-9700.

3. Notice. Timely and adequate notice of the pendency of these proceedings has been given in the manner required by C.R.S. § 37-92-302.
4. Statements of opposition: Timely statements of opposition were filed by Upper Blue Sanitation District, Colorado Springs Utilities, Summit School District RE-1, the Colorado Water Conservation Board, Town of Frisco, and the City and County of Denver acting by and through its Board of Water Commissioners. The time for filing statements of opposition has expired. Applicant entered into stipulations with the opposers as follows:
  - A. The City and County of Denver acting by and through its Board of Water Commissioners, April 3, 2015.
  - B. The Colorado Water Conservation Board, April 30, 2015.
  - C. Upper Blue Sanitation District, September 1, 2015.
  - D. Colorado Springs Utilities, November 13, 2015.
  - E. Summit School District RE-1, December 17, 2015.
  - F. Town of Frisco, August 20, 2015.

These stipulations are accepted by the Court and incorporated herein by reference. No party sought intervention in this matter.

5. Summary of consultation: This Court has given due consideration to the Division Engineer's Summary of Consultation dated January 14, 2015 and Applicant's response dated January 26, 2015.
6. Background: This Court approved and decreed Applicant's previous two change cases, Case Nos. 06CW71 and 13CW6. The decree in Case No. 06CW71, entered January 5, 2011, changed the point of diversion and place of use for 7.11 acre-feet of the Blue Danube Ditch No. 2 consumptive use water and decreed alternate points of diversion and new place of use for 2.44 acre-feet of the same. The decree in Case No. 13CW6, entered February 2, 2014, changed the point of diversion and place of use for an additional 5.00 acre-feet of Blue Danube Ditch No. 2 consumptive use water to the same points of diversion and place of use as the decree in Case No. 06CW71.

By this ruling and decree, the Court approves the application to change the point of diversion and place of use for a separate and additional 5.0 acre-feet of Blue Danube Ditch No. 2 consumptive use water. Based on the ratio of the diversion rate originally decreed for the Blue Danube Ditch No. 2, Priority 214 (7.0 cubic feet per second ("cfs")) to the total volume of consumptive use credit decreed in Case No. W-3442 (151.8 acre-feet), the diversion rate associated with Applicant's new 5.0 acre-feet of Blue Danube Ditch No. 2 consumptive use credit is 0.23 cfs. This Ruling and Decree brings Applicant's total amount of Blue Danube Ditch No. 2 consumptive use water decreed for diversion and use at Applicant's property to 19.55 acre-feet (Tiger Run owns 7.11 acre-

feet and leases 2.44 acre-feet that was changed in Case No. 06CW71; Tiger Run owns 5.00 acre-feet that was changed in Case No. 13CW6; and Tiger Run owns 5.00 additional acre-feet that is changed in this Case No. 14CW3122).

In addition, by this Ruling and Decree, the Court approves Applicant's requests to change its previously changed portions of Blue Danube Ditch No. 2 consumptive use water to remove certain restrictions imposed in the earlier decrees as more particularly designated below and approves Applicant's requests to correct legal descriptions and increase the diversion rate for earlier decreed points of diversion.

**First Claim for Change of Water Right**  
**Blue Danube Ditch No. 2**

7. Decreed name of structure for which changes are sought: Blue Danube Ditch No. 2.
- A. Description of water right:
- i. Date of original decree: January 9, 1930; Civil Action 1675, Summit County District Court.
  - ii. Subsequent decrees: The Division 5 Water Court entered a change decree in Case W-3442 on August 14, 1979 quantifying the consumptive use credits available to the water right. In Case Nos. 06CW71 (decree date, January 5, 2011) and 13CW6 (decree date, February 2, 2014), the Division 5 Water Court decreed changes for 14.55 acre-feet of the consumptive use credits quantified in W-3442 for Applicant.
  - iii. Originally decreed point of diversion: At a point on the west bank of the Blue River whence the Southwest Corner of Section 6, Township 6 South, Range 77 West of the 6<sup>th</sup> P.M. bears South 81°10' West a distance of 2350 feet, which is located in the SE¼SW¼ of Section 6, Township 6 South, Range 77 West of the 6<sup>th</sup> P.M. at a point approximately 400 feet from the South Section Line and 3150 feet from the East Section Line.
  - iv. Source: Blue River, tributary to the Colorado River.
  - v. Appropriation date: June 20, 1919.
  - vi. Amount decreed: The rate of diversion originally decreed to the Blue Danube Ditch No. 2, Priority 214 water right is 7.0 cfs Case No. W-3442 quantified the annual historical consumptive use of the water right as 151.8 acre-feet. Of that amount, 111.8 acre-feet was changed for use annually in the South Platte River basin and 40.0 acre-feet was left at the

original point of diversion for continued use, annually, in the Blue River basin.

- vii. Decreed uses (Case No. W-3442): irrigation, domestic, municipal, industrial, commercial, recreational, including fishery and wildlife, manufacturing, mechanical, fire protection and the maintenance of storage reserves.

8. Proposed changes: By this Claim, Applicant seeks to change the point of diversion and place of use for 5.0 acre-feet (with an associated diversion rate of 0.23 cfs) of the 40.0 acre feet of consumptive use credits left in-basin. As described herein and as limited by paragraph 10 below, Applicant seeks to divert the 5.0 acre-feet in conjunction with Applicant's existing 14.55 acre-feet at a cumulative diversion rate of 0.33 cfs.

A. Change of point of diversion: Applicant seeks to change the point of diversion for 5.0 acre-feet of consumptive use water that it owns pursuant to the deed attached as Exhibit A hereto. The change requested is from the originally decreed point of diversion to new points of diversion:

i. Name of structure: Tiger Run – Blue River Diversion.

a. Legal description of point of diversion: SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 2562 feet from the East Section Line and 4050 feet from the North Section Line in Summit County, Colorado.

ii. Name of structure: Tiger Run – Swan River Diversion 1.

a. Legal description of point of diversion: NW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1663 feet from the East Section Line and 2569 feet from the North Section Line in Summit County, Colorado.

iii. Name of structure: Tiger Run – Swan River Diversion 2.

a. Legal description of each point of diversion: SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1099 feet from the East Section Line and 3869 feet from the North Section Line in Summit County, Colorado.

iv. Name of structure: Tiger Run – Blue River Well Field.

a. Legal description of well field:

- 1) Upper Terminus: SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 2641 feet from the East Section Line and 4126 feet from the North Section Line.
- 2) Lower Terminus: SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado.

v. Name of structure: Tiger Run – Swan River Well Field.

a. Legal description of well field:

- 1) Upper Terminus: SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1386 feet from the East Section Line and 3938 feet from the North Section Line.
- 2) Lower Terminus: SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado.

A map depicting all of the points of diversion is attached hereto as Exhibit B.

B. Change of Place of Use. Applicant seeks approval to use the 5.0 acre-feet of consumptive use water, (along with the 14.55 acre-feet Applicant previously changed in Case Nos. 06CW71 and 13CW6) to irrigate up to 15.4 acres within Applicant's property depicted in Exhibit C. The irrigated area is comprised of the same 13.2-acre area Applicant irrigates with its Blue Danube Ditch No. 2 water changed in Case Nos. 06CW71 and 13CW6 plus 2.2 additional acres.

The legal description for Applicant's property is attached as Exhibit D.

9. Applicant owns the land upon which the structures to which the water will be changed are located and upon which water will be placed to beneficial use.

10. The changes requested in this Claim are subject to the following terms and conditions:

A. Applicant shall divert its new 5.0 acre-feet of Blue Danube Ditch No. 2 consumptive use water at a rate no greater than 0.23 cfs (103.5 gallons per minute ("gpm")) and will limit its cumulative diversions of the water, along with the amounts changed in 06CW71 and 13CW6, to 0.33 cfs (150 gpm) between the following diversion points:

- i. Tiger Run – Blue River Diversion;
  - ii. Tiger Run – Swan River Diversion 1;
  - iii. Tiger Run – Swan River Diversion 2;
  - iv. Tiger Run - Blue River Well Field; and
  - v. Tiger Run – Swan River Well Field.
- B. Diversions at the new points of diversion shall only occur to the extent the water is physically and legally available at the Blue Danube Ditch No. 2 original decreed point of diversion. Tiger Run may only make a call to satisfy its interest in the Blue Danube Ditch No. 2 at the new points of diversion to the extent that a call could have been made for the Blue Danube Ditch No. 2 water right at its original decreed point of diversion.
- C. Cumulative annual diversion of the Blue Danube Ditch No. 2 water rights changed pursuant to this claim at the new points of diversion shall not cause depletions exceeding a total of 5.0 acre-feet. Applicant will divert the Blue Danube Ditch No. 2 water right in a manner reasonably representing the historical seasonal diversions of the Blue Danube Ditch No. 2, *i.e.* approximately 11% in May; 26% in June, 26% in July, 21% in August; and 16% in September.
- A table providing the maximum monthly amount of diversions and consumptive use credit available under the Blue Danube Ditch No. 2 water rights changed in this claim and diverted at the new points of diversion is attached as Exhibit E. Applicant will be limited to diverting the Blue Danube Ditch No. 2 water rights at the new points of diversion between May 1 and September 17 of each year. Monthly depletions may vary, but only within the ranges provided in Exhibit E. The depletion amounts shall not be aggregated in a manner that will exceed the monthly ranges in Exhibit E, which reasonably represents the pattern of historical consumptive use of the Blue Danube Ditch No. 2 water right. Applicant will divert the Blue Danube Ditch No. 2 rights that are the subject of this claim in amounts that take into account an 80% application efficiency. Therefore, Applicant's diversions of this 5.0 acre-feet of consumptive use water and, pursuant to the changes decreed below, the 14.55 acre-feet changed in Case Nos. 06CW71 and 13CW6 will exceed the consumptive use amounts by 20%, but no more.
- D. All wells within the Tiger Run – Blue River Well Field and Tiger Run – Swan River Well Field are limited to production from within the stream alluvium within 100 feet of the live stream, and, subject to the demonstration required in the paragraph below, such wells will be administered and curtailed as if they are

surface structures. Prior to the construction or operation of the subject wells, Tiger Run shall obtain well permits issued pursuant to C.R.S. § 37-90-137(2), the decree in this case, and those in Case Nos. 06CW68, 06CW71, and 13CW6.

To obtain these permits, Applicant shall be required to demonstrate to the State and Division Engineer's satisfaction that diversions from the well field will have an instantaneous effect on the stream so that the diversions can be administered as surface diversions. Otherwise, such well field diversions shall not be allowed without a court-approved plan for augmentation.

- E. Applicant will not divert any of the Blue Danube Ditch No. 2 water right at the new points of diversion decreed herein when the CWCB's instream flow water rights on the Swan River, decreed in Case No. 86CW223, and on the Blue River, in Case Nos. 86CW204 and 86CW217, are not satisfied in the reach between the Blue Danube Ditch No. 2 original point of diversion and the new points of diversion decreed herein.
- F. Applicant recognizes that Upper Blue Sanitation District ("Upper Blue") owns the Flow Splitting Channel water right decreed absolute in Case No. 03CW193 for 1.52 cfs which in part recognizes Upper Blue's right to withdraw at the Flow Splitting Channel any amount of effluent up to 1.52 cfs that is being discharged from the District's Iowa Hill wastewater treatment facility located upstream of the original Blue Danube Ditch No. 2 headgate. Applicant agrees not to divert any of the 5.0 acre-feet of Blue Danube Ditch No. 2 consumptive use water changed in this decree or the 14.55 acre-feet of Blue Danube Ditch No. 2 consumptive use water previously changed in Case Nos. 06CW71 and 13CW6 at the new points of diversion described in this decree in a manner that would interfere with the effluent being discharged from the District's Iowa Hill wastewater treatment facility (up to 1.52 cfs) from reaching the original point of diversion for the Blue Danube Ditch No. 2.
11. Finding regarding changes. Applicant seeks a finding that the Blue Danube Ditch No. 2 water right should be changed to be diverted at the new points of diversion listed above in paragraph 8.A. and to be used at Applicant's property as described in paragraph 8.B. subject to the terms and conditions listed in paragraph 10. The Applicant provided evidence that the changes of water right will not result in injury to any other vested water rights so long as Applicant diverts its Blue Danube Ditch No. 2 water, as changed, in accordance with this decree; therefore, the Referee finds that Applicant's Blue Danube Ditch No. 2 water rights should be changed to allow diversion at the points of diversion listed in paragraph 8.A. for use at Applicant's property as described in paragraph 8.B. subject to the terms and conditions listed in paragraph 10.

**Second Claim for Change of Water Rights**  
(Blue Danube Ditch No. 2)

Summary: By this claim, Applicant seeks to change the 14.55 acre-feet of Blue Danube Ditch No. 2 water rights previously changed in Case Nos. 06CW71 and 13CW6. Specifically, Applicant seeks to: 1) remove the restriction that Applicant limit its diversions to the consumptive use amounts; 2) increase the area allowed to be irrigated; and 3) change the cumulative diversion rate from 0.22 cfs to 0.33 cfs.

12. Decreed name of structure for which changes are sought: Blue Danube Ditch No. 2.
- A. Description of water right: See First Claim, above.
  - B. Amount: Applicant changed 7.11 acre-feet of Blue Danube Ditch No. 2 consumptive use water to its new points of diversion and place of use and decreed alternate points of diversion and new place of use for 2.44 acre-feet in Case No. 06CW71. In Case No. 13CW6, Applicant changed an additional 5.00 acre-feet of water. These amounts are the subject of this claim.
13. Proposed Changes:
- A. Diversion Limit. The decrees in Case Nos. 06CW71 and 13CW6 limit Applicant's diversions to the volume of consumptive use water changed in those cases within monthly ranges. The premise for this limitation was that Applicant had not obtained a full supply of water for the 13.2 acres Applicant irrigates. Applicant now owns/leases a total of 19.55 acre-feet of consumptive use water. Applicant's engineers demonstrated that this is a full supply for up to 15.4 acres of irrigation based on a consumptive use rate of 1.27 acre-feet per acre. Therefore, by this claim, Applicant seeks to change the portions of the Blue Danube Ditch No. 2 water rights changed in Case Nos. 06CW71 and 13CW6 to remove the restriction limiting diversions to the consumptive use volumes. Applicant seeks a decree allowing it to divert the full 19.55 acre-feet of its Blue Danube Ditch No. 2 consumptive use water in the amounts listed in the column labeled "Total Diversions" in the table attached as Exhibit E, which diversion rate is based on an 80% irrigation efficiency.
  - B. Irrigated Area. The decrees in Case Nos. 06CW71 and 13CW6 limited Applicant to irrigating 13.2 acres with the Blue Danube Ditch No. 2 water. Applicant seeks to change the earlier changed portions so that, together with the 5.0 acre-feet changed by the First Claim above, Applicant will be allowed to irrigate up to 15.4 acres instead of the 13.2 acres cited in those decrees (see paragraph 6.B., Case No. 06CW71 and paragraph 6.I., Case No. 13CW6).

- C. Cumulative Pumping Limit. The decrees in Case Nos. 06CW71 and 13CW6 limited Applicant's pumping rate to 100 gpm, cumulative between all points of diversion (see paragraph 6.A.i.f., Case No. 06CW71 and paragraph 6.K.i., Case No. 13CW6). With the additional water, operationally, Applicant requires an increased pumping rate up to 0.33 cfs, or 150 gpm. Applicant, therefore, requests to change the decrees in Case Nos. 06CW71 and 13CW6 to allow a pumping rate of 0.33 cfs, or 150 gpm, cumulative, between all points of diversion.

In all other respects, Applicant will operate its diversions of the previously changed 14.55 acre-feet the same as decreed in Case Nos. 06CW71 and 13CW6.

14. Finding regarding changes. Applicant seeks a finding that the Blue Danube Ditch No. 2 water rights changed previously by decree in Case Nos. 06CW71 and 13CW6, when combined with the additional 5.0 acre-feet changed in this case, should be changed to: 1) allow diversions in the amounts listed in the column titled "Total Diversions" in the table attached hereto as **Exhibit E**; 2) allow irrigation of up to 15.4 acres on Applicant's property; and 3) allow diversion at a rate of 0.33 cfs (150 gpm), cumulative between all points of diversion. The Applicant provided evidence that the requested changes of water right will not result in injury to any other vested water rights so long as Applicant diverts its previously changed Blue Danube Ditch No. 2 water in Case Nos. 06CW71 and 13CW6 and the additional water in this case in accordance with this decree; therefore, the Referee finds that Applicant's Blue Danube Ditch No. 2 water rights changed previously by decree in Case Nos. 06CW71 and 13CW6, together with the additional 5.0 acre-feet changed in this case, should be changed to: 1) allow diversions in the amounts listed in the column titled "Total Diversions" in the table attached hereto as **Exhibit E**; 2) allow irrigation of up to 15.4 acres on Applicant's property; and 3) allow diversion at a rate of 0.33 cfs (150 gpm), cumulative between all points of diversion.

**Third Claim for Changes of Water Rights**  
**Tiger Run Diversion Points**

**Summary:** Applicant requests to change the legal descriptions for the structures decreed for junior water rights in Case No. 06CW68 which are the same as Applicant's new points of diversion for Blue Danube Ditch No. 2 water decreed in Case Nos. 06CW71, 13CW6, and in the First Claim above. Applicant seeks to correct the quarter-quarter designations incorrectly cited before. The actual locations of the points of diversion remain the same and are as depicted on the maps attached to those earlier decrees and hereto as **Exhibit B**. Applicant only requests to correct the legal descriptions by this claim, not to change the actual location of the diversion points. In addition, Applicant seeks to change the cumulative diversion rate for these structures from 0.22 cfs to 0.33 cfs.

15. Decreed name of structures for which changes are sought:
- A. Tiger Run – Blue River Diversion;

- B. Tiger Run – Swan River Diversion 1;
- C. Tiger Run – Swan River Diversion 2;
- D. Tiger Run - Blue River Well Field; and
- E. Tiger Run – Swan River Well Field.

16. Date of original and all relevant subsequent decrees:

- A. Case No. 06CW68, Division 5 Water Court, March 8, 2012 (decreed water rights for the named structures)
- B. Case No. 06CW71, Division 5 Water Court, January 5, 2011 (decreed as alternate points of diversion for a portion of the Blue Danube Ditch No. 2 water rights)
- C. Case No. 13CW6, Division 5 Water Court, February 2, 2014 (decreed as alternate points of diversion for a portion of the Blue Danube Ditch No. 2 water rights)

D. Corrections to Legal Descriptions:

- i. Name of structure: Tiger Run – Blue River Diversion. Applicant requests to correct the legal description for this structure from the SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 7 to SW  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 7 such that the decreed legal description will read as follows:

SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 2562 feet from the East Section Line and 4050 feet from the North Section Line in Summit County, Colorado.

- ii. Name of structure: Tiger Run – Swan River Diversion 1. Applicant requests to correct the legal description for this structure from NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 7 to NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 7 such that the decreed legal description will read as follows:

NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1663 feet from the East Section Line and 2569 feet from the North Section Line in Summit County, Colorado.

- iii. Name of structure: Tiger Run – Swan River Diversion 2. Applicant requests to correct the legal description for this structure from SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 7 to SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 7 such that the decreed legal description will read as follows:

SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1099 feet from the East Section Line and 3869 feet from the North Section Line in Summit County, Colorado.

- iv. Name of structure: Tiger Run – Blue River Well Field. Applicant requests to correct the legal description for the Lower Terminus of this structure from NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 7 to SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 7 such that the decreed legal description will read as follows:

Upper Terminus: SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 2641 feet from the East Section Line and 4126 feet from the North Section Line.

Lower Terminus: SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado.

- v. Name of structure: Tiger Run – Swan River Well Field. Applicant requests to correct the legal description for the Lower Terminus of this structure from NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 7 to SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 7 such that the decreed legal description will read as follows:

Upper Terminus: SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1386 feet from the East Section Line and 3938 feet from the North Section Line.

Lower Terminus: SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado.

E. Decreed source of water (Case No. 06CW68):

- i. Tiger Run – Blue River Diversion and Tiger Run – Blue River Well Field: Blue River, tributary to the Colorado River
- ii. Tiger Run – Swan River Diversions 1 and 2 and Tiger Run – Swan River Well Field: Swan River, tributary to the Blue River, tributary to the Colorado River

F. Appropriation Dates (Case No. 06CW68):

- i. Tiger Run – Blue River Diversion, Tiger Run – Swan River Diversions 1 and 2: May 15, 1981 for absolute amounts and April 28, 2006 for conditional amounts.
    - ii. Tiger Run – Blue River Well Field and Tiger Run – Swan River Well Field: April 28, 2006.
  - G. Amount decreed to structures (Case No. 06CW68):
    - i. 0.11 cfs absolute and 0.11 cfs conditional, each for Tiger Run – Blue River Diversion, Tiger Run Swan River Diversions 1 and 2.
    - ii. 0.22 cfs conditional, each for Tiger Run – Blue River Well Field and Tiger Run – Swan River Well Field.
  - H. Decreed use (Case No. 06CW68): Irrigation for all structures.
- 17. Detailed description of proposed changes: The changes requested in this claim are to apply to the entire amount of water decreed to these structures.
  - A. Points of Diversion. Applicant requests to correct the quarter-quarter designations for the points of diversion as indicated above. Section 7 is an irregular section and USGS mapping for the area indicates approximate locations for the northern and eastern section lines. The quarter-quarter designations to which Applicant requests the descriptions be changed are derived from the Bureau of Land Management Public Land Survey System (PLSS) GIS database which relies upon a variety of sources including the U.S General Land Office (GLO) and BLM survey plats/notes, as well as other sources. This change request applies to Case Nos. 06CW68, 06CW71 and 13CW6.
  - B. Diversion Rate. Applicant requests to change the cumulative diversion limit for the water rights structures listed in paragraph 15, above, from 0.22 cfs to 0.33 cfs for diversions under the water rights decreed in Case No. 06CW68. Applicant requires additional pump capacity to divert the newly acquired Blue Danube Ditch No. 2 water and will divert at the same rate when diverting the water rights decreed in Case No. 06CW68.
- 18. Finding regarding corrections to legal descriptions: The Applicant requests a finding that the corrections to the decreed legal descriptions listed in paragraph 16.D., above, are appropriate. The Referee finds that the Applicant provided sufficient evidence to demonstrate that the requested corrections are appropriate and will not injure the owners of vested water rights and that the Application should be granted.

19. Finding regarding change in diversion rate: The Applicant requests a finding that the change in the cumulative diversion rate for the structures listed in paragraph 15, above from 0.22 cfs to 0.33 cfs for diversions under the water rights decreed in Case No. 06CW68 is appropriate. The Referee finds that the Applicant provided sufficient evidence to demonstrate that the requested change in diversion rate is appropriate and will not injure the owners of vested water rights and that the Application should be granted.
20. Integrated Supply System. The Referee finds that the water rights decreed to Applicant in Case No. 06CW68 provide Applicant an irrigation supply during times when there is no call senior to Applicant's rights decreed in that case. At times when there is a call senior to Applicant's rights, the Referee finds that the Blue Danube Ditch No. 2 water rights changed by Applicant in Case Nos. 06CW71, 13CW6, and this Case No. 14CW3122 are integral to operation of the water rights decreed in Case No. 06CW68. These water rights, used together, fully irrigate Applicant's land. Therefore, the Referee finds that the water rights and structures decreed in Case No. 06CW68 and the Blue Danube Ditch No. 2 water right as changed in Case Nos. 06CW71, 13CW6, and this Case No. 14CW3122 are component parts of an integrated legal water supply plan decreed in those four cases.

#### CONCLUSIONS OF LAW

21. Incorporation of Findings of Fact. To the extent they constitute legal conclusions; the foregoing Findings of Fact are incorporated herein.
22. Notice and Jurisdiction. All notices required by law have been properly made, including as required under C.R.S. § 37-92-302(3). The Court has jurisdiction over the Application and over all entities or persons who had standing to appear, even if they did not do so.
23. Contemplated by Law. The Application is complete, covering all applicable matters required pursuant to the Water Right Determination and Administration Act of 1969. C.R.S. §§ 37-92-101-602.
24. Legal Requirements Met. Applicant has fulfilled all legal requirements for a decree for the requested water right.
25. Administration. The changes of water rights adjudicated herein are capable of being administered by State of Colorado officials, so long as they are operated in accordance with the terms and conditions of this decree.

**RULING OF THE REFEREE**

26. Incorporation. The Findings of Fact and Conclusions of Law as set forth above are incorporated herein by reference and are hereby modified as necessary to constitute part of the Ruling and Final Judgment and Decree.
27. Approval of Application – First Claim for Change of Water Right. The Court hereby approves and decrees the change of water right applied for in the First Claim to change 5.0 acre-feet of the Blue Danube Ditch No. 2 water right consumptive use for diversion at Applicant's Tiger Run – Blue River Diversion, Tiger Run – Swan River Diversion 1, Tiger Run – Swan River Diversion 2, Tiger Run – Blue River Well Field, and Tiger Run – Swan River Well Field for irrigation of 15.4 acres of Applicant's property as depicted on Exhibit C when used together with Applicant's previously changed Blue Danube Ditch No. 2 water rights in Case Nos. 06CW71 and 13CW6. These changes are approved subject to the terms and conditions listed in paragraph 10, above.
28. Approval of Application – Second Claim for Changes of Water Rights. The Court hereby approves and decrees the changes of water rights applied for in the Second Claim to change Applicant's previously changed 14.55 acre-feet of Blue Danube Ditch No. 2 consumptive use water in Case Nos. 06CW71 and 13CW6. The new changes decreed herein remove the restriction included in the decrees for Case Nos. 06CW71 and 13CW6 that Applicant limit its diversions to the consumptive use amounts. Applicant is, by this decree, permitted to divert its full 19.55 acre-feet of Blue Danube Ditch No. 2 consumptive use water rights in the amounts listed in the column labeled "Total Diversions" in the table attached hereto as Exhibit E. In addition, the changes decreed herein remove the restriction from the decrees in Case Nos. 06CW71 and 13CW6 limiting Applicant to irrigating only 13.2 acres within its property. Applicant is, by this decree, permitted to irrigate one acre for every 1.27 acre-feet of Blue Danube Ditch No. 2 consumptive use water Applicant owns or leases. If Applicant reduces the amount of consumptive use water Applicant owns or leases, the amount of irrigation allowed shall be reduced accordingly. Finally, by this decree, the diversion rate at which Applicant may divert its Blue Danube Ditch No. 2 consumptive use water changed in Case Nos. 06CW71 and 13CW6 is increased from 0.22 cfs to 0.33 cfs, cumulative. In all other respects, Applicant's diversion of its previously changed 14.55 acre-feet shall remain subject to the terms and conditions of the decrees in Case Nos. 06CW71 and 13CW6.
29. Approval of Application – Third Claim for Change of Water Rights to Correct Legal Descriptions. The Court hereby approves and decrees the corrections to the previously decreed legal descriptions for Applicant's water right structures decreed in Case No. 06CW68, the Tiger Run – Blue River Diversion, Tiger Run – Swan River Diversion 1, Tiger Run – Swan River Diversion 2, Tiger Run – Blue River Well Field, and Tiger Run – Swan River Well Field. As such, the decreed legal descriptions for said structures going forward are as follows:

- A. Tiger Run – Blue River Diversion: SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 2562 feet from the East Section Line and 4050 feet from the North Section Line in Summit County, Colorado.
- B. Tiger Run – Swan River Diversion 1: NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1663 feet from the East Section Line and 2569 feet from the North Section Line in Summit County, Colorado.
- C. Tiger Run – Swan River Diversion 2: SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1099 feet from the East Section Line and 3869 feet from the North Section Line in Summit County, Colorado.

- D. Tiger Run – Blue River Well Field:

Upper Terminus: SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 2641 feet from the East Section Line and 4126 feet from the North Section Line.

Lower Terminus: SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado.

- E. Tiger Run – Swan River Well Field:

Upper Terminus: SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1386 feet from the East Section Line and 3938 feet from the North Section Line.

Lower Terminus: SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado.

30. Approval of Application – Third Claim for Change of Water Rights to Increase Diversion Rate. The Court hereby approves and decrees the change in the diversion rate for the structures listed in paragraph 15, above from 0.22 cfs to 0.33 cfs, cumulative between all structures for diversions under the water rights decreed in Case No. 06CW68.
31. Retained Jurisdiction. To assure that adequate protection is provided to other vested water rights or other conditional water rights, the Court hereby retains jurisdiction over the claims decreed herein for a period starting at the date the decree is entered and continuing until five years after the Applicant provides written notice to the parties, the Division Engineer and the Court that the change in location of use has occurred and at least 75% of the Blue Danube Ditch No. 2 consumptive use water changed herein (which includes the 5.0 acre-feet changed per the First Claim above and the 14.55 acre-feet

changed per the Second Claim above) has been used at the new place of use. Should Tiger Run maintain the lease for 2.44 acre-feet, this 75% shall equal 14.66 acre-feet. Should Tiger Run relinquish its lease, this 75% shall equal 12.83 acre-feet.

32. Tiger Run leases 2.44 acre-feet of Blue Danube Ditch No. 2 water from Farmer's Korner, Inc. with an option to purchase. If Tiger Run's lease expires and/or is terminated and if Tiger Run does not exercise its option, then Tiger Run shall notify the Water Court and the State and Division Engineers. Under those circumstances, Tiger Run will only consume 17.11 acre-feet of historical consumptive use credits associated with the Blue Danube Ditch No. 2 pursuant to the terms of this decree and the decrees in Case Nos. 06CW71 and 13CW6, and Farmers Korner, Inc. may continue to use the 2.44 acre-feet pursuant to the decree in W-3442. In such circumstances, Tiger Run will irrigate only 13.5 acres and will limit total annual diversions of its remaining Blue Danube Ditch No. 2 consumptive use water as changed in Case Nos. 06CW71, 13CW6 and herein to the amounts in the column labeled Total Diversions in the table attached as Exhibit E less the amounts in the column labeled Lease.
33. Should the Applicant seek to use any of its 19.55 acre-feet of historical consumptive use credits associated with the Blue Danube Ditch No. 2 water right for any of the uses decreed in Case No. W-3442 other than irrigation at the new points of diversion decreed in this case, Applicants will be required to amend this decree accordingly.
34. Applicants shall install and maintain such measuring devices and submit such accounting as may be required by the Division Engineer to administer the terms of this decree.
35. A copy of the Ruling shall be filed with the Division Engineer for Water Division No. 5 and with the State Engineer.
36. It is further ORDERED that this Ruling shall be filed with the Water Clerk, subject to judicial review.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WATER REFEREE:

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Holly Strablizky, Water Referee  
Water Division No. 5  
State of Colorado

**FINAL JUDGMENT AND DECREE OF THE WATER COURT**

No protest was filed in this matter. The foregoing Ruling is confirmed and approved, and is hereby made a Decree of this Court.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

WATER JUDGE:

\_\_\_\_\_

Attachment to Order - 2014CW3122

<p>District Court, Water Division No. 5, Garfield County, Colorado</p> <p>Garfield County Courthouse  109 8th Street, Suite 104  Glenwood Springs, CO 81601  (970) 928-3065</p>	<p>DATE FILED: May 3, 2016 9: 3 AM  FILING ID: 890C5654D78C2  CASE NUMBER: 2014CW3122</p>
<p>CONCERNING THE APPLICATION FOR WATER RIGHTS OF:  <b>TIGER RUN OWNERS ASSOCIATION, INC.</b></p> <p>In the Blue River or its Tributaries</p> <p>In Summit County, Colorado</p>	<p><b>▲ COURT USE ONLY ▲</b></p>
<p>Attorneys: Craig V. Corona, #38207  CORONA WATER LAW  420 E Main St., Ste. 203  Aspen, CO 81611</p> <p>Phone Number: 970/948-6523  E-Mail: cc@craigcoronalaw.com</p>	<p>Case Number:  <b>14CW3122</b></p> <p>Division Courtroom</p>
<p align="center"><b>PETITION FOR CORRECTION OF CLERICAL ERROR</b></p>	

Applicant, Tiger Run Owners Association, Inc. petitions the Court, through counsel, to correct a clerical error in the decree entered in the above-captioned case on April 16, 2016 (the "Decree"). In support of this petition, Applicant states as follows:

1. Applicant makes this request under Colorado Revised Statutes ("C.R.S.") § 37-92-304(10) which provides leave to correct clerical mistakes in a water court decree up to three years from the time of entry of the decree.

2. At paragraph 11, the Decree states:

Applicant seeks a finding that the Blue Danube Ditch No. 2 water right should be changed to be diverted at the new points of diversion listed above in paragraph 8.A.i. and to be used at Applicant's property as described in paragraph 8.B. subject to the terms and conditions listed in paragraph 10. The Applicant provided evidence that the changes of water right will not result in injury to any other vested water rights so long as Applicant diverts its Blue Danube Ditch No. 2 water, as changed, in accordance with this decree; therefore, the Referee finds that Applicant's Blue Danube Ditch No. 2 water rights should be changed to allow diversion at the points of diversion listed in paragraph 8.A.i. for use at Applicant's property as described in paragraph 8.B. subject to the terms and conditions listed in paragraph 10.

Applicant requests that the references to paragraph "8.A.i." be changed to "8.A." to correctly refer to all of the points of diversion to which the subject water right is being changed and not just one of the points.

3. Paragraph 8.A.i. only lists one of the points of diversion to which Applicant applied to change the subject water right. Reference to paragraph 8.A. will encompass all of the points of diversion. That Applicant intends to change the rights to all of the points listed in paragraph 8.A. is confirmed later in the Decree at paragraph 27. That paragraph lists all of the points of diversion to which the change of water right is to be made.

4. The error occurred as a formatting change when Applicant's counsel was exchanging revisions with the Water Referee. Somehow, this formatting change was not picked up as a "redline" in the revised ruling and counsel overlooked it. Counsel apologizes to the Court for the difficulty caused by this oversight.

5. For these reasons, Applicant maintains that this is merely a clerical error and not substantive. Applicant's counsel conferred with counsel for all opposers in this case and is authorized to represent that there are no objections to this petition or the relief requested.

6. Applicant, therefore, requests that the reference to paragraph 8.A.i. in paragraph 11 of the Decree be revised to say paragraph 8.A. Applicant submits a corrected form of decree for entry by the Court.

Respectfully submitted this 3<sup>rd</sup> day of May, 2016.

CORONA WATER LAW



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Craig V. Corona  
420 E. Main St., Ste. 210B  
Aspen, CO 81611  
(970) 948-6523  
[cc@craigcoronalaw.com](mailto:cc@craigcoronalaw.com)

### CERTIFICATE OF SERVICE

I hereby certify that on this 3<sup>rd</sup> day of May, 2016 I served the foregoing pleading in the above-captioned case on the individuals listed below via ICCES®:

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[Upper Blue Sanitation District]

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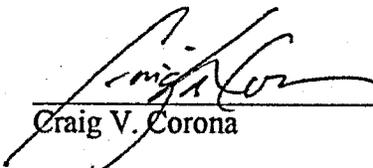
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[Denver]

Division 5 Water Court  
Case No. 14CW3122  
Petition for Correction of Clerical Error in Decree

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\_\_\_\_\_  
Craig V. Corona

This document was filed to the Court through ICCES® electronic filing procedures, under  
C.R.C. P., Rule 121 §1-26.

As required by those rules, a printable signed copy of this document is on file with  
Law Office of Craig Corona, P.C.

DISTRICT COURT, WATER DIVISION 5, COLORADO Garfield County Courthouse 109 8 <sup>th</sup> Street, Suite 104 Glenwood Springs, CO 81601 970/928-3065	DATE FILED: May 3, 2016 9:13 AM FILING ID: 890C5654D78C2 CASE NUMBER: 2014CW3122
CONCERNING THE APPLICATION FOR WATER RIGHTS OF  <b>TIGER RUN OWNERS ASSOCIATION, INC.</b>  In the Blue River or its Tributaries  In Summit County, Colorado	<b>▲ COURT USE ONLY ▲</b>
	Case No:  <b>14CW3122</b>  Division Courtroom
<b>FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE WATER REFEREE AND JUDGMENT AND DECREE OF THE WATER COURT</b>	

The Application in this case was filed on October 30, 2014. The Application was referred to the Water Referee for Water Division 5, State of Colorado, by the Water Judge of this Court in accordance with C.R.S. §§ 37-92-101, *et. seq.*, known as the Water Right Determination and Administration Act of 1969.

The Referee, having made such investigations as are necessary to determine whether the statements in the Application are true, and having become fully advised with respect to the subject matter of the Application, does hereby make the following determination and Ruling of the Referee in this matter:

**FINDINGS OF FACT**  
**General Findings**

1. The statements in the Application are true except as may be otherwise stated herein.
2. Applicant's name and address: Tiger Run Owners Association, Inc., 85 Tiger Run Rd., Breckenridge, CO 80424. Copies of all pleadings should be sent to Craig Corona, Esq., Law Office of Craig Corona, P.C.; 420 E. Main St., Ste. 210B, Aspen, CO 81611; cc@craigcoronalaw.com; and ACCU, Inc., David W. Phifer, President, 2140 S. Holly, Denver, CO 80222, (303) 339-9700.

3. Notice. Timely and adequate notice of the pendency of these proceedings has been given in the manner required by C.R.S. § 37-92-302.
4. Statements of opposition: Timely statements of opposition were filed by Upper Blue Sanitation District, Colorado Springs Utilities, Summit School District RE-1, the Colorado Water Conservation Board, Town of Frisco, and the City and County of Denver acting by and through its Board of Water Commissioners. The time for filing statements of opposition has expired. Applicant entered into stipulations with the opposers as follows:
  - A. The City and County of Denver acting by and through its Board of Water Commissioners, April 3, 2015.
  - B. The Colorado Water Conservation Board, April 30, 2015.
  - C. Upper Blue Sanitation District, September 1, 2015.
  - D. Colorado Springs Utilities, November 13, 2015.
  - E. Summit School District RE-1, December 17, 2015.
  - F. Town of Frisco, August 20, 2015.

These stipulations are accepted by the Court and incorporated herein by reference. No party sought intervention in this matter.

5. Summary of consultation: This Court has given due consideration to the Division Engineer's Summary of Consultation dated January 14, 2015 and Applicant's response dated January 26, 2015.
6. Background: This Court approved and decreed Applicant's previous two change cases, Case Nos. 06CW71 and 13CW6. The decree in Case No. 06CW71, entered January 5, 2011, changed the point of diversion and place of use for 7.11 acre-feet of the Blue Danube Ditch No. 2 consumptive use water and decreed alternate points of diversion and new place of use for 2.44 acre-feet of the same. The decree in Case No. 13CW6, entered February 2, 2014, changed the point of diversion and place of use for an additional 5.00 acre-feet of Blue Danube Ditch No. 2 consumptive use water to the same points of diversion and place of use as the decree in Case No. 06CW71.

By this ruling and decree, the Court approves the application to change the point of diversion and place of use for a separate and additional 5.0 acre-feet of Blue Danube Ditch No. 2 consumptive use water. Based on the ratio of the diversion rate originally decreed for the Blue Danube Ditch No. 2, Priority 214 (7.0 cubic feet per second ("cfs")) to the total volume of consumptive use credit decreed in Case No. W-3442 (151.8 acre-feet), the diversion rate associated with Applicant's new 5.0 acre-feet of Blue Danube Ditch No. 2 consumptive use credit is 0.23 cfs. This Ruling and Decree brings Applicant's total amount of Blue Danube Ditch No. 2 consumptive use water decreed for diversion and use at Applicant's property to 19.55 acre-feet (Tiger Run owns 7.11 acre-

feet and leases 2.44 acre-feet that was changed in Case No. 06CW71; Tiger Run owns 5.00 acre-feet that was changed in Case No. 13CW6; and Tiger Run owns 5.00 additional acre-feet that is changed in this Case No. 14CW3122).

In addition, by this Ruling and Decree, the Court approves Applicant's requests to change its previously changed portions of Blue Danube Ditch No. 2 consumptive use water to remove certain restrictions imposed in the earlier decrees as more particularly designated below and approves Applicant's requests to correct legal descriptions and increase the diversion rate for earlier decreed points of diversion.

**First Claim for Change of Water Right**  
**Blue Danube Ditch No. 2**

7. Decreed name of structure for which changes are sought: Blue Danube Ditch No. 2.
- A. Description of water right:
- i. Date of original decree: January 9, 1930; Civil Action 1675, Summit County District Court.
  - ii. Subsequent decrees: The Division 5 Water Court entered a change decree in Case W-3442 on August 14, 1979 quantifying the consumptive use credits available to the water right. In Case Nos. 06CW71 (decree date, January 5, 2011) and 13CW6 (decree date, February 2, 2014), the Division 5 Water Court decreed changes for 14.55 acre-feet of the consumptive use credits quantified in W-3442 for Applicant.
  - iii. Originally decreed point of diversion: At a point on the west bank of the Blue River whence the Southwest Corner of Section 6, Township 6 South, Range 77 West of the 6<sup>th</sup> P.M. bears South 81°10' West a distance of 2350 feet, which is located in the SE¼SW¼ of Section 6, Township 6 South, Range 77 West of the 6<sup>th</sup> P.M. at a point approximately 400 feet from the South Section Line and 3150 feet from the East Section Line.
  - iv. Source: Blue River, tributary to the Colorado River.
  - v. Appropriation date: June 20, 1919.
  - vi. Amount decreed: The rate of diversion originally decreed to the Blue Danube Ditch No. 2, Priority 214 water right is 7.0 cfs Case No. W-3442 quantified the annual historical consumptive use of the water right as 151.8 acre-feet. Of that amount, 111.8 acre-feet was changed for use annually in the South Platte River basin and 40.0 acre-feet was left at the

original point of diversion for continued use, annually, in the Blue River basin.

- vii. Decreed uses (Case No. W-3442): irrigation, domestic, municipal, industrial, commercial, recreational, including fishery and wildlife, manufacturing, mechanical, fire protection and the maintenance of storage reserves.
8. Proposed changes: By this Claim, Applicant seeks to change the point of diversion and place of use for 5.0 acre-feet (with an associated diversion rate of 0.23 cfs) of the 40.0 acre feet of consumptive use credits left in-basin. As described herein and as limited by paragraph 10 below, Applicant seeks to divert the 5.0 acre-feet in conjunction with Applicant's existing 14.55 acre-feet at a cumulative diversion rate of 0.33 cfs.
- A. Change of point of diversion: Applicant seeks to change the point of diversion for 5.0 acre-feet of consumptive use water that it owns pursuant to the deed attached as Exhibit A hereto. The change requested is from the originally decreed point of diversion to new points of diversion:
    - i. Name of structure: Tiger Run – Blue River Diversion.
      - a. Legal description of point of diversion: SW¼ SE¼ of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 2562 feet from the East Section Line and 4050 feet from the North Section Line in Summit County, Colorado.
    - ii. Name of structure: Tiger Run – Swan River Diversion 1.
      - a. Legal description of point of diversion: NW¼SE¼ of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1663 feet from the East Section Line and 2569 feet from the North Section Line in Summit County, Colorado.
    - iii. Name of structure: Tiger Run – Swan River Diversion 2.
      - a. Legal description of each point of diversion: SE¼SE¼ of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1099 feet from the East Section Line and 3869 feet from the North Section Line in Summit County, Colorado.
    - iv. Name of structure: Tiger Run – Blue River Well Field.
      - a. Legal description of well field:

- 1) Upper Terminus: SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 2641 feet from the East Section Line and 4126 feet from the North Section Line.
- 2) Lower Terminus: SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado.

v. Name of structure: Tiger Run – Swan River Well Field.

a. Legal description of well field:

- 1) Upper Terminus: SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1386 feet from the East Section Line and 3938 feet from the North Section Line.
- 2) Lower Terminus: SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado.

A map depicting all of the points of diversion is attached hereto as **Exhibit B**.

B. Change of Place of Use. Applicant seeks approval to use the 5.0 acre-feet of consumptive use water, (along with the 14.55 acre-feet Applicant previously changed in Case Nos. 06CW71 and 13CW6) to irrigate up to 15.4 acres within Applicant's property depicted in **Exhibit C**. The irrigated area is comprised of the same 13.2-acre area Applicant irrigates with its Blue Danube Ditch No. 2 water changed in Case Nos. 06CW71 and 13CW6 plus 2.2 additional acres.

The legal description for Applicant's property is attached as **Exhibit D**.

9. Applicant owns the land upon which the structures to which the water will be changed are located and upon which water will be placed to beneficial use.
10. The changes requested in this Claim are subject to the following terms and conditions:
  - A. Applicant shall divert its new 5.0 acre-feet of Blue Danube Ditch No. 2 consumptive use water at a rate no greater than 0.23 cfs (103.5 gallons per minute ("gpm")) and will limit its cumulative diversions of the water, along with the amounts changed in 06CW71 and 13CW6, to 0.33 cfs (150 gpm) between the following diversion points:

- i. Tiger Run – Blue River Diversion;
  - ii. Tiger Run – Swan River Diversion 1;
  - iii. Tiger Run – Swan River Diversion 2;
  - iv. Tiger Run - Blue River Well Field; and
  - v. Tiger Run – Swan River Well Field.
- B. Diversions at the new points of diversion shall only occur to the extent the water is physically and legally available at the Blue Danube Ditch No. 2 original decreed point of diversion. Tiger Run may only make a call to satisfy its interest in the Blue Danube Ditch No. 2 at the new points of diversion to the extent that a call could have been made for the Blue Danube Ditch No. 2 water right at its original decreed point of diversion.
- C. Cumulative annual diversion of the Blue Danube Ditch No. 2 water rights changed pursuant to this claim at the new points of diversion shall not cause depletions exceeding a total of 5.0 acre-feet. Applicant will divert the Blue Danube Ditch No. 2 water right in a manner reasonably representing the historical seasonal diversions of the Blue Danube Ditch No. 2, *i.e.* approximately 11% in May; 26% in June, 26% in July, 21% in August; and 16% in September.
- A table providing the maximum monthly amount of diversions and consumptive use credit available under the Blue Danube Ditch No. 2 water rights changed in this claim and diverted at the new points of diversion is attached as **Exhibit E**. Applicant will be limited to diverting the Blue Danube Ditch No. 2 water rights at the new points of diversion between May 1 and September 17 of each year. Monthly depletions may vary, but only within the ranges provided in **Exhibit E**. The depletion amounts shall not be aggregated in a manner that will exceed the monthly ranges in **Exhibit E**, which reasonably represents the pattern of historical consumptive use of the Blue Danube Ditch No. 2 water right. Applicant will divert the Blue Danube Ditch No. 2 rights that are the subject of this claim in amounts that take into account an 80% application efficiency. Therefore, Applicant's diversions of this 5.0 acre-feet of consumptive use water and, pursuant to the changes decreed below, the 14.55 acre-feet changed in Case Nos. 06CW71 and 13CW6 will exceed the consumptive use amounts by 20%, but no more.
- D. All wells within the Tiger Run – Blue River Well Field and Tiger Run – Swan River Well Field are limited to production from within the stream alluvium within 100 feet of the live stream, and, subject to the demonstration required in the paragraph below, such wells will be administered and curtailed as if they are

surface structures. Prior to the construction or operation of the subject wells, Tiger Run shall obtain well permits issued pursuant to C.R.S. § 37-90-137(2), the decree in this case, and those in Case Nos. 06CW68, 06CW71, and 13CW6.

To obtain these permits, Applicant shall be required to demonstrate to the State and Division Engineer's satisfaction that diversions from the well field will have an instantaneous effect on the stream so that the diversions can be administered as surface diversions. Otherwise, such well field diversions shall not be allowed without a court-approved plan for augmentation.

- E. Applicant will not divert any of the Blue Danube Ditch No. 2 water right at the new points of diversion decreed herein when the CWCB's instream flow water rights on the Swan River, decreed in Case No. 86CW223, and on the Blue River, in Case Nos. 86CW204 and 86CW217, are not satisfied in the reach between the Blue Danube Ditch No. 2 original point of diversion and the new points of diversion decreed herein.
- F. Applicant recognizes that Upper Blue Sanitation District ("Upper Blue") owns the Flow Splitting Channel water right decreed absolute in Case No. 03CW193 for 1.52 cfs which in part recognizes Upper Blue's right to withdraw at the Flow Splitting Channel any amount of effluent up to 1.52 cfs that is being discharged from the District's Iowa Hill wastewater treatment facility located upstream of the original Blue Danube Ditch No. 2 headgate. Applicant agrees not to divert any of the 5.0 acre-feet of Blue Danube Ditch No. 2 consumptive use water changed in this decree or the 14.55 acre-feet of Blue Danube Ditch No. 2 consumptive use water previously changed in Case Nos. 06CW71 and 13CW6 at the new points of diversion described in this decree in a manner that would interfere with the effluent being discharged from the District's Iowa Hill wastewater treatment facility (up to 1.52 cfs) from reaching the original point of diversion for the Blue Danube Ditch No. 2.
11. Finding regarding changes. Applicant seeks a finding that the Blue Danube Ditch No. 2 water right should be changed to be diverted at the new points of diversion listed above in paragraph 8.A. and to be used at Applicant's property as described in paragraph 8.B. subject to the terms and conditions listed in paragraph 10. The Applicant provided evidence that the changes of water right will not result in injury to any other vested water rights so long as Applicant diverts its Blue Danube Ditch No. 2 water, as changed, in accordance with this decree; therefore, the Referee finds that Applicant's Blue Danube Ditch No. 2 water rights should be changed to allow diversion at the points of diversion listed in paragraph 8.A. for use at Applicant's property as described in paragraph 8.B. subject to the terms and conditions listed in paragraph 10.

**Second Claim for Change of Water Rights**  
(Blue Danube Ditch No. 2)

Summary: By this claim, Applicant seeks to change the 14.55 acre-feet of Blue Danube Ditch No. 2 water rights previously changed in Case Nos. 06CW71 and 13CW6. Specifically, Applicant seeks to: 1) remove the restriction that Applicant limit its diversions to the consumptive use amounts; 2) increase the area allowed to be irrigated; and 3) change the cumulative diversion rate from 0.22 cfs to 0.33 cfs.

12. Decreed name of structure for which changes are sought: Blue Danube Ditch No. 2.
  - A. Description of water right: See First Claim, above.
  - B. Amount: Applicant changed 7.11 acre-feet of Blue Danube Ditch No. 2 consumptive use water to its new points of diversion and place of use and decreed alternate points of diversion and new place of use for 2.44 acre-feet in Case No. 06CW71. In Case No. 13CW6, Applicant changed an additional 5.00 acre-feet of water. These amounts are the subject of this claim.
  
13. Proposed Changes:
  - A. Diversion Limit. The decrees in Case Nos. 06CW71 and 13CW6 limit Applicant's diversions to the volume of consumptive use water changed in those cases within monthly ranges. The premise for this limitation was that Applicant had not obtained a full supply of water for the 13.2 acres Applicant irrigates. Applicant now owns/leases a total of 19.55 acre-feet of consumptive use water. Applicant's engineers demonstrated that this is a full supply for up to 15.4 acres of irrigation based on a consumptive use rate of 1.27 acre-feet per acre. Therefore, by this claim, Applicant seeks to change the portions of the Blue Danube Ditch No. 2 water rights changed in Case Nos. 06CW71 and 13CW6 to remove the restriction limiting diversions to the consumptive use volumes. Applicant seeks a decree allowing it to divert the full 19.55 acre-feet of its Blue Danube Ditch No. 2 consumptive use water in the amounts listed in the column labeled "Total Diversions" in the table attached as Exhibit E, which diversion rate is based on an 80% irrigation efficiency.
  - B. Irrigated Area. The decrees in Case Nos. 06CW71 and 13CW6 limited Applicant to irrigating 13.2 acres with the Blue Danube Ditch No. 2 water. Applicant seeks to change the earlier changed portions so that, together with the 5.0 acre-feet changed by the First Claim above, Applicant will be allowed to irrigate up to 15.4 acres instead of the 13.2 acres cited in those decrees (see paragraph 6.B., Case No. 06CW71 and paragraph 6.I., Case No. 13CW6).

- C. Cumulative Pumping Limit. The decrees in Case Nos. 06CW71 and 13CW6 limited Applicant's pumping rate to 100 gpm, cumulative between all points of diversion (see paragraph 6.A.i.f., Case No. 06CW71 and paragraph 6.K.i., Case No. 13CW6). With the additional water, operationally, Applicant requires an increased pumping rate up to 0.33 cfs, or 150 gpm. Applicant, therefore, requests to change the decrees in Case Nos. 06CW71 and 13CW6 to allow a pumping rate of 0.33 cfs, or 150 gpm, cumulative, between all points of diversion.

In all other respects, Applicant will operate its diversions of the previously changed 14.55 acre-feet the same as decreed in Case Nos. 06CW71 and 13CW6.

14. Finding regarding changes. Applicant seeks a finding that the Blue Danube Ditch No. 2 water rights changed previously by decree in Case Nos. 06CW71 and 13CW6, when combined with the additional 5.0 acre-feet changed in this case, should be changed to: 1) allow diversions in the amounts listed in the column titled "Total Diversions" in the table attached hereto as **Exhibit E**; 2) allow irrigation of up to 15.4 acres on Applicant's property; and 3) allow diversion at a rate of 0.33 cfs (150 gpm), cumulative between all points of diversion. The Applicant provided evidence that the requested changes of water right will not result in injury to any other vested water rights so long as Applicant diverts its previously changed Blue Danube Ditch No. 2 water in Case Nos. 06CW71 and 13CW6 and the additional water in this case in accordance with this decree; therefore, the Referee finds that Applicant's Blue Danube Ditch No. 2 water rights changed previously by decree in Case Nos. 06CW71 and 13CW6, together with the additional 5.0 acre-feet changed in this case, should be changed to: 1) allow diversions in the amounts listed in the column titled "Total Diversions" in the table attached hereto as **Exhibit E**; 2) allow irrigation of up to 15.4 acres on Applicant's property; and 3) allow diversion at a rate of 0.33 cfs (150 gpm), cumulative between all points of diversion.

**Third Claim for Changes of Water Rights**  
**Tiger Run Diversion Points**

Summary: Applicant requests to change the legal descriptions for the structures decreed for junior water rights in Case No. 06CW68 which are the same as Applicant's new points of diversion for Blue Danube Ditch No. 2 water decreed in Case Nos. 06CW71, 13CW6, and in the First Claim above. Applicant seeks to correct the quarter-quarter designations incorrectly cited before. The actual locations of the points of diversion remain the same and are as depicted on the maps attached to those earlier decrees and hereto as **Exhibit B**. Applicant only requests to correct the legal descriptions by this claim, not to change the actual location of the diversion points. In addition, Applicant seeks to change the cumulative diversion rate for these structures from 0.22 cfs to 0.33 cfs.

15. Decreed name of structures for which changes are sought:
- A. Tiger Run – Blue River Diversion;

- B. Tiger Run – Swan River Diversion 1;
- C. Tiger Run – Swan River Diversion 2;
- D. Tiger Run - Blue River Well Field; and
- E. Tiger Run – Swan River Well Field.

16. Date of original and all relevant subsequent decrees:

- A. Case No. 06CW68, Division 5 Water Court, March 8, 2012 (decreed water rights for the named structures)
- B. Case No. 06CW71, Division 5 Water Court, January 5, 2011 (decreed as alternate points of diversion for a portion of the Blue Danube Ditch No. 2 water rights)
- C. Case No. 13CW6, Division 5 Water Court, February 2, 2014 (decreed as alternate points of diversion for a portion of the Blue Danube Ditch No. 2 water rights)

D. Corrections to Legal Descriptions:

- i. Name of structure: Tiger Run – Blue River Diversion. Applicant requests to correct the legal description for this structure from the SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 7 to SW  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 7 such that the decreed legal description will read as follows:

SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 2562 feet from the East Section Line and 4050 feet from the North Section Line in Summit County, Colorado.

- ii. Name of structure: Tiger Run – Swan River Diversion 1. Applicant requests to correct the legal description for this structure from NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 7 to NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 7 such that the decreed legal description will read as follows:

NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1663 feet from the East Section Line and 2569 feet from the North Section Line in Summit County, Colorado.

- iii. Name of structure: Tiger Run – Swan River Diversion 2. Applicant requests to correct the legal description for this structure from SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 7 to SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 7 such that the decreed legal description will read as follows:

SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1099 feet from the East Section Line and 3869 feet from the North Section Line in Summit County, Colorado.

- iv. Name of structure: Tiger Run – Blue River Well Field. Applicant requests to correct the legal description for the Lower Terminus of this structure from NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 7 to SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 7 such that the decreed legal description will read as follows:

Upper Terminus: SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 2641 feet from the East Section Line and 4126 feet from the North Section Line.

Lower Terminus: SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado.

- v. Name of structure: Tiger Run – Swan River Well Field. Applicant requests to correct the legal description for the Lower Terminus of this structure from NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 7 to SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 7 such that the decreed legal description will read as follows:

Upper Terminus: SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1386 feet from the East Section Line and 3938 feet from the North Section Line.

Lower Terminus: SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado.

E. Decreed source of water (Case No. 06CW68):

- i. Tiger Run – Blue River Diversion and Tiger Run – Blue River Well Field: Blue River, tributary to the Colorado River
- ii. Tiger Run – Swan River Diversions 1 and 2 and Tiger Run – Swan River Well Field: Swan River, tributary to the Blue River, tributary to the Colorado River

F. Appropriation Dates (Case No. 06CW68):

- i. Tiger Run – Blue River Diversion, Tiger Run – Swan River Diversions 1 and 2: May 15, 1981 for absolute amounts and April 28, 2006 for conditional amounts.
    - ii. Tiger Run – Blue River Well Field and Tiger Run – Swan River Well Field: April 28, 2006.
  - G. Amount decreed to structures (Case No. 06CW68):
    - i. 0.11 cfs absolute and 0.11 cfs conditional, each for Tiger Run – Blue River Diversion, Tiger Run Swan River Diversions 1 and 2.
    - ii. 0.22 cfs conditional, each for Tiger Run – Blue River Well Field and Tiger Run – Swan River Well Field.
  - H. Decreed use (Case No. 06CW68): Irrigation for all structures.
- 17. Detailed description of proposed changes: The changes requested in this claim are to apply to the entire amount of water decreed to these structures.
  - A. Points of Diversion. Applicant requests to correct the quarter-quarter designations for the points of diversion as indicated above. Section 7 is an irregular section and USGS mapping for the area indicates approximate locations for the northern and eastern section lines. The quarter-quarter designations to which Applicant requests the descriptions be changed are derived from the Bureau of Land Management Public Land Survey System (PLSS) GIS database which relies upon a variety of sources including the U.S General Land Office (GLO) and BLM survey plats/notes, as well as other sources. This change request applies to Case Nos. 06CW68, 06CW71 and 13CW6.
  - B. Diversion Rate. Applicant requests to change the cumulative diversion limit for the water rights structures listed in paragraph 15, above, from 0.22 cfs to 0.33 cfs for diversions under the water rights decreed in Case No. 06CW68. Applicant requires additional pump capacity to divert the newly acquired Blue Danube Ditch No. 2 water and will divert at the same rate when diverting the water rights decreed in Case No. 06CW68.
- 18. Finding regarding corrections to legal descriptions: The Applicant requests a finding that the corrections to the decreed legal descriptions listed in paragraph 16.D., above, are appropriate. The Referee finds that the Applicant provided sufficient evidence to demonstrate that the requested corrections are appropriate and will not injure the owners of vested water rights and that the Application should be granted.

19. Finding regarding change in diversion rate: The Applicant requests a finding that the change in the cumulative diversion rate for the structures listed in paragraph 15, above from 0.22 cfs to 0.33 cfs for diversions under the water rights decreed in Case No. 06CW68 is appropriate. The Referee finds that the Applicant provided sufficient evidence to demonstrate that the requested change in diversion rate is appropriate and will not injure the owners of vested water rights and that the Application should be granted.
20. Integrated Supply System. The Referee finds that the water rights decreed to Applicant in Case No. 06CW68 provide Applicant an irrigation supply during times when there is no call senior to Applicant's rights decreed in that case. At times when there is a call senior to Applicant's rights, the Referee finds that the Blue Danube Ditch No. 2 water rights changed by Applicant in Case Nos. 06CW71, 13CW6, and this Case No. 14CW3122 are integral to operation of the water rights decreed in Case No. 06CW68. These water rights, used together, fully irrigate Applicant's land. Therefore, the Referee finds that the water rights and structures decreed in Case No. 06CW68 and the Blue Danube Ditch No. 2 water right as changed in Case Nos. 06CW71, 13CW6, and this Case No. 14CW3122 are component parts of an integrated legal water supply plan decreed in those four cases.

#### CONCLUSIONS OF LAW

21. Incorporation of Findings of Fact. To the extent they constitute legal conclusions; the foregoing Findings of Fact are incorporated herein.
22. Notice and Jurisdiction. All notices required by law have been properly made, including as required under C.R.S. § 37-92-302(3). The Court has jurisdiction over the Application and over all entities or persons who had standing to appear, even if they did not do so.
23. Contemplated by Law. The Application is complete, covering all applicable matters required pursuant to the Water Right Determination and Administration Act of 1969. C.R.S. §§ 37-92-101-602.
24. Legal Requirements Met. Applicant has fulfilled all legal requirements for a decree for the requested water right.
25. Administration. The changes of water rights adjudicated herein are capable of being administered by State of Colorado officials, so long as they are operated in accordance with the terms and conditions of this decree.

**RULING OF THE REFEREE**

26. **Incorporation.** The Findings of Fact and Conclusions of Law as set forth above are incorporated herein by reference and are hereby modified as necessary to constitute part of the Ruling and Final Judgment and Decree.
27. **Approval of Application – First Claim for Change of Water Right.** The Court hereby approves and decrees the change of water right applied for in the First Claim to change 5.0 acre-feet of the Blue Danube Ditch No. 2 water right consumptive use for diversion at Applicant's Tiger Run – Blue River Diversion, Tiger Run – Swan River Diversion 1, Tiger Run – Swan River Diversion 2, Tiger Run – Blue River Well Field, and Tiger Run – Swan River Well Field for irrigation of 15.4 acres of Applicant's property as depicted on Exhibit C when used together with Applicant's previously changed Blue Danube Ditch No. 2 water rights in Case Nos. 06CW71 and 13CW6. These changes are approved subject to the terms and conditions listed in paragraph 10, above.
28. **Approval of Application – Second Claim for Changes of Water Rights.** The Court hereby approves and decrees the changes of water rights applied for in the Second Claim to change Applicant's previously changed 14.55 acre-feet of Blue Danube Ditch No. 2 consumptive use water in Case Nos. 06CW71 and 13CW6. The new changes decreed herein remove the restriction included in the decrees for Case Nos. 06CW71 and 13CW6 that Applicant limit its diversions to the consumptive use amounts. Applicant is, by this decree, permitted to divert its full 19.55 acre-feet of Blue Danube Ditch No. 2 consumptive use water rights in the amounts listed in the column labeled "Total Diversions" in the table attached hereto as Exhibit E. In addition, the changes decreed herein remove the restriction from the decrees in Case Nos. 06CW71 and 13CW6 limiting Applicant to irrigating only 13.2 acres within its property. Applicant is, by this decree, permitted to irrigate one acre for every 1.27 acre-feet of Blue Danube Ditch No. 2 consumptive use water Applicant owns or leases. If Applicant reduces the amount of consumptive use water Applicant owns or leases, the amount of irrigation allowed shall be reduced accordingly. Finally, by this decree, the diversion rate at which Applicant may divert its Blue Danube Ditch No. 2 consumptive use water changed in Case Nos. 06CW71 and 13CW6 is increased from 0.22 cfs to 0.33 cfs, cumulative. In all other respects, Applicant's diversion of its previously changed 14.55 acre-feet shall remain subject to the terms and conditions of the decrees in Case Nos. 06CW71 and 13CW6.
29. **Approval of Application – Third Claim for Change of Water Rights to Correct Legal Descriptions.** The Court hereby approves and decrees the corrections to the previously decreed legal descriptions for Applicant's water right structures decreed in Case No. 06CW68, the Tiger Run – Blue River Diversion, Tiger Run – Swan River Diversion 1, Tiger Run – Swan River Diversion 2, Tiger Run – Blue River Well Field, and Tiger Run – Swan River Well Field. As such, the decreed legal descriptions for said structures going forward are as follows:

- A. Tiger Run – Blue River Diversion: SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 2562 feet from the East Section Line and 4050 feet from the North Section Line in Summit County, Colorado.
- B. Tiger Run – Swan River Diversion 1: NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1663 feet from the East Section Line and 2569 feet from the North Section Line in Summit County, Colorado.
- C. Tiger Run – Swan River Diversion 2: SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1099 feet from the East Section Line and 3869 feet from the North Section Line in Summit County, Colorado.
- D. Tiger Run – Blue River Well Field:
- Upper Terminus: SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 2641 feet from the East Section Line and 4126 feet from the North Section Line.
- Lower Terminus: SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado.
- E. Tiger Run – Swan River Well Field:
- Upper Terminus: SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1386 feet from the East Section Line and 3938 feet from the North Section Line.
- Lower Terminus: SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado.
30. Approval of Application – Third Claim for Change of Water Rights to Increase Diversion Rate. The Court hereby approves and decrees the change in the diversion rate for the structures listed in paragraph 15, above from 0.22 cfs to 0.33 cfs, cumulative between all structures for diversions under the water rights decreed in Case No. 06CW68.
31. Retained Jurisdiction. To assure that adequate protection is provided to other vested water rights or other conditional water rights, the Court hereby retains jurisdiction over the claims decreed herein for a period starting at the date the decree is entered and continuing until five years after the Applicant provides written notice to the parties, the Division Engineer and the Court that the change in location of use has occurred and at least 75% of the Blue Danube Ditch No. 2 consumptive use water changed herein (which includes the 5.0 acre-feet changed per the First Claim above and the 14.55 acre-feet

changed per the Second Claim above) has been used at the new place of use. Should Tiger Run maintain the lease for 2.44 acre-feet, this 75% shall equal 14.66 acre-feet. Should Tiger Run relinquish its lease, this 75% shall equal 12.83 acre-feet.

32. Tiger Run leases 2.44 acre-feet of Blue Danube Ditch No. 2 water from Farmer's Korner, Inc. with an option to purchase. If Tiger Run's lease expires and/or is terminated and if Tiger Run does not exercise its option, then Tiger Run shall notify the Water Court and the State and Division Engineers. Under those circumstances, Tiger Run will only consume 17.11 acre-feet of historical consumptive use credits associated with the Blue Danube Ditch No. 2 pursuant to the terms of this decree and the decrees in Case Nos. 06CW71 and 13CW6, and Farmers Korner, Inc. may continue to use the 2.44 acre-feet pursuant to the decree in W-3442. In such circumstances, Tiger Run will irrigate only 13.5 acres and will limit total annual diversions of its remaining Blue Danube Ditch No. 2 consumptive use water as changed in Case Nos. 06CW71, 13CW6 and herein to the amounts in the column labeled Total Diversions in the table attached as Exhibit E less the amounts in the column labeled Lease.
33. Should the Applicant seek to use any of its 19.55 acre-feet of historical consumptive use credits associated with the Blue Danube Ditch No. 2 water right for any of the uses decreed in Case No. W-3442 other than irrigation at the new points of diversion decreed in this case, Applicants will be required to amend this decree accordingly.
34. Applicants shall install and maintain such measuring devices and submit such accounting as may be required by the Division Engineer to administer the terms of this decree.
35. A copy of the Ruling shall be filed with the Division Engineer for Water Division No. 5 and with the State Engineer.
36. It is further ORDERED that this Ruling shall be filed with the Water Clerk, subject to judicial review.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WATER REFEREE:

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Holly Strablizky, Water Referee  
Water Division No. 5  
State of Colorado

**FINAL JUDGMENT AND DECREE OF THE WATER COURT**

No protest was filed in this matter. The foregoing Ruling is confirmed and approved, and is hereby made a Decree of this Court.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_.

WATER JUDGE:

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**DISTRICT COURT, WATER DIVISION 5, COLORADO**

Garfield County Courthouse  
109 8<sup>th</sup> Street, Suite 104  
Glenwood Springs, CO 81601  
970/928-3065

DATE FILED: May 3, 2016 9:13 AM  
FILING ID: 890C5654D78C2  
CASE NUMBER: 2014CW3122

**CONCERNING THE APPLICATION FOR WATER RIGHTS OF**

**TIGER RUN OWNERS ASSOCIATION, INC.**

In the Blue River or its Tributaries

In Summit County, Colorado

**▲ COURT USE ONLY ▲**

Case No:

**14CW3122**

Division Courtroom

**FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF THE WATER  
REFEREE AND JUDGMENT AND DECREE OF THE WATER COURT**

The Application in this case was filed on October 30, 2014. The Application was referred to the Water Referee for Water Division 5, State of Colorado, by the Water Judge of this Court in accordance with C.R.S. §§ 37-92-101, *et. seq.*, known as the Water Right Determination and Administration Act of 1969.

The Referee, having made such investigations as are necessary to determine whether the statements in the Application are true, and having become fully advised with respect to the subject matter of the Application, does hereby make the following determination and Ruling of the Referee in this matter:

**FINDINGS OF FACT**

**General Findings**

1. The statements in the Application are true except as may be otherwise stated herein.
2. Applicant's name and address: Tiger Run Owners Association, Inc., 85 Tiger Run Rd., Breckenridge, CO 80424. Copies of all pleadings should be sent to Craig Corona, Esq., Law Office of Craig Corona, P.C.; 420 E. Main St., Ste. 210B, Aspen, CO 81611; cc@craigcoronalaw.com; and ACCU, Inc., David W. Phifer, President, 2140 S. Holly, Denver, CO 80222, (303) 339-9700.

3. Notice. Timely and adequate notice of the pendency of these proceedings has been given in the manner required by C.R.S. § 37-92-302.
4. Statements of opposition: Timely statements of opposition were filed by Upper Blue Sanitation District, Colorado Springs Utilities, Summit School District RE-1, the Colorado Water Conservation Board, Town of Frisco, and the City and County of Denver acting by and through its Board of Water Commissioners. The time for filing statements of opposition has expired. Applicant entered into stipulations with the opposers as follows:
  - A. The City and County of Denver acting by and through its Board of Water Commissioners, April 3, 2015.
  - B. The Colorado Water Conservation Board, April 30, 2015.
  - C. Upper Blue Sanitation District, September 1, 2015.
  - D. Colorado Springs Utilities, November 13, 2015.
  - E. Summit School District RE-1, December 17, 2015.
  - F. Town of Frisco, August 20, 2015.

These stipulations are accepted by the Court and incorporated herein by reference. No party sought intervention in this matter.

5. Summary of consultation: This Court has given due consideration to the Division Engineer's Summary of Consultation dated January 14, 2015 and Applicant's response dated January 26, 2015.
6. Background: This Court approved and decreed Applicant's previous two change cases, Case Nos. 06CW71 and 13CW6. The decree in Case No. 06CW71, entered January 5, 2011, changed the point of diversion and place of use for 7.11 acre-feet of the Blue Danube Ditch No. 2 consumptive use water and decreed alternate points of diversion and new place of use for 2.44 acre-feet of the same. The decree in Case No. 13CW6, entered February 2, 2014, changed the point of diversion and place of use for an additional 5.00 acre-feet of Blue Danube Ditch No. 2 consumptive use water to the same points of diversion and place of use as the decree in Case No. 06CW71.

By this ruling and decree, the Court approves the application to change the point of diversion and place of use for a separate and additional 5.0 acre-feet of Blue Danube Ditch No. 2 consumptive use water. Based on the ratio of the diversion rate originally decreed for the Blue Danube Ditch No. 2, Priority 214 (7.0 cubic feet per second ("cfs")) to the total volume of consumptive use credit decreed in Case No. W-3442 (151.8 acre-feet), the diversion rate associated with Applicant's new 5.0 acre-feet of Blue Danube Ditch No. 2 consumptive use credit is 0.23 cfs. This Ruling and Decree brings Applicant's total amount of Blue Danube Ditch No. 2 consumptive use water decreed for diversion and use at Applicant's property to 19.55 acre-feet (Tiger Run owns 7.11 acre-

feet and leases 2.44 acre-feet that was changed in Case No. 06CW71; Tiger Run owns 5.00 acre-feet that was changed in Case No. 13CW6; and Tiger Run owns 5.00 additional acre-feet that is changed in this Case No. 14CW3122).

In addition, by this Ruling and Decree, the Court approves Applicant's requests to change its previously changed portions of Blue Danube Ditch No. 2 consumptive use water to remove certain restrictions imposed in the earlier decrees as more particularly designated below and approves Applicant's requests to correct legal descriptions and increase the diversion rate for earlier decreed points of diversion.

**First Claim for Change of Water Right**  
**Blue Danube Ditch No. 2**

7. Decreed name of structure for which changes are sought: Blue Danube Ditch No. 2.
- A. Description of water right:
- i. Date of original decree: January 9, 1930; Civil Action 1675, Summit County District Court.
  - ii. Subsequent decrees: The Division 5 Water Court entered a change decree in Case W-3442 on August 14, 1979 quantifying the consumptive use credits available to the water right. In Case Nos. 06CW71 (decree date, January 5, 2011) and 13CW6 (decree date, February 2, 2014), the Division 5 Water Court decreed changes for 14.55 acre-feet of the consumptive use credits quantified in W-3442 for Applicant.
  - iii. Originally decreed point of diversion: At a point on the west bank of the Blue River whence the Southwest Corner of Section 6, Township 6 South, Range 77 West of the 6<sup>th</sup> P.M. bears South 81°10' West a distance of 2350 feet, which is located in the SE¼SW¼ of Section 6, Township 6 South, Range 77 West of the 6<sup>th</sup> P.M. at a point approximately 400 feet from the South Section Line and 3150 feet from the East Section Line.
  - iv. Source: Blue River, tributary to the Colorado River.
  - v. Appropriation date: June 20, 1919.
  - vi. Amount decreed: The rate of diversion originally decreed to the Blue Danube Ditch No. 2, Priority 214 water right is 7.0 cfs Case No. W-3442 quantified the annual historical consumptive use of the water right as 151.8 acre-feet. Of that amount, 111.8 acre-feet was changed for use annually in the South Platte River basin and 40.0 acre-feet was left at the

- original point of diversion for continued use, annually, in the Blue River basin.
- vii. Decreed uses (Case No. W-3442): irrigation, domestic, municipal, industrial, commercial, recreational, including fishery and wildlife, manufacturing, mechanical, fire protection and the maintenance of storage reserves.
8. Proposed changes: By this Claim, Applicant seeks to change the point of diversion and place of use for 5.0 acre-feet (with an associated diversion rate of 0.23 cfs) of the 40.0 acre feet of consumptive use credits left in-basin. As described herein and as limited by paragraph 10 below, Applicant seeks to divert the 5.0 acre-feet in conjunction with Applicant's existing 14.55 acre-feet at a cumulative diversion rate of 0.33 cfs.
- A. Change of point of diversion: Applicant seeks to change the point of diversion for 5.0 acre-feet of consumptive use water that it owns pursuant to the deed attached as Exhibit A hereto. The change requested is from the originally decreed point of diversion to new points of diversion:
- i. Name of structure: Tiger Run – Blue River Diversion.
- a. Legal description of point of diversion: SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 2562 feet from the East Section Line and 4050 feet from the North Section Line in Summit County, Colorado.
- ii. Name of structure: Tiger Run – Swan River Diversion 1.
- a. Legal description of point of diversion: NW $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1663 feet from the East Section Line and 2569 feet from the North Section Line in Summit County, Colorado.
- iii. Name of structure: Tiger Run – Swan River Diversion 2.
- a. Legal description of each point of diversion: SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1099 feet from the East Section Line and 3869 feet from the North Section Line in Summit County, Colorado.
- iv. Name of structure: Tiger Run – Blue River Well Field.
- a. Legal description of well field:

- 1) Upper Terminus: SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 2641 feet from the East Section Line and 4126 feet from the North Section Line.
- 2) Lower Terminus: SW $\frac{1}{4}$ NE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado.

v. Name of structure: Tiger Run – Swan River Well Field.

a. Legal description of well field:

- 1) Upper Terminus: SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1386 feet from the East Section Line and 3938 feet from the North Section Line.
- 2) Lower Terminus: SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado.

A map depicting all of the points of diversion is attached hereto as **Exhibit B**.

B. Change of Place of Use. Applicant seeks approval to use the 5.0 acre-feet of consumptive use water, (along with the 14.55 acre-feet Applicant previously changed in Case Nos. 06CW71 and 13CW6) to irrigate up to 15.4 acres within Applicant's property depicted in **Exhibit C**. The irrigated area is comprised of the same 13.2-acre area Applicant irrigates with its Blue Danube Ditch No. 2 water changed in Case Nos. 06CW71 and 13CW6 plus 2.2 additional acres.

The legal description for Applicant's property is attached as **Exhibit D**.

9. Applicant owns the land upon which the structures to which the water will be changed are located and upon which water will be placed to beneficial use.
10. The changes requested in this Claim are subject to the following terms and conditions:
  - A. Applicant shall divert its new 5.0 acre-feet of Blue Danube Ditch No. 2 consumptive use water at a rate no greater than 0.23 cfs (103.5 gallons per minute ("gpm")) and will limit its cumulative diversions of the water, along with the amounts changed in 06CW71 and 13CW6, to 0.33 cfs (150 gpm) between the following diversion points:

- i. Tiger Run – Blue River Diversion;
  - ii. Tiger Run – Swan River Diversion 1;
  - iii. Tiger Run – Swan River Diversion 2;
  - iv. Tiger Run - Blue River Well Field; and
  - v. Tiger Run – Swan River Well Field.
- B. Diversions at the new points of diversion shall only occur to the extent the water is physically and legally available at the Blue Danube Ditch No. 2 original decreed point of diversion. Tiger Run may only make a call to satisfy its interest in the Blue Danube Ditch No. 2 at the new points of diversion to the extent that a call could have been made for the Blue Danube Ditch No. 2 water right at its original decreed point of diversion.
- C. Cumulative annual diversion of the Blue Danube Ditch No. 2 water rights changed pursuant to this claim at the new points of diversion shall not cause depletions exceeding a total of 5.0 acre-feet. Applicant will divert the Blue Danube Ditch No. 2 water right in a manner reasonably representing the historical seasonal diversions of the Blue Danube Ditch No. 2, *i.e.* approximately 11% in May; 26% in June, 26% in July, 21% in August; and 16% in September.
- A table providing the maximum monthly amount of diversions and consumptive use credit available under the Blue Danube Ditch No. 2 water rights changed in this claim and diverted at the new points of diversion is attached as Exhibit E. Applicant will be limited to diverting the Blue Danube Ditch No. 2 water rights at the new points of diversion between May 1 and September 17 of each year. Monthly depletions may vary, but only within the ranges provided in Exhibit E. The depletion amounts shall not be aggregated in a manner that will exceed the monthly ranges in Exhibit E, which reasonably represents the pattern of historical consumptive use of the Blue Danube Ditch No. 2 water right. Applicant will divert the Blue Danube Ditch No. 2 rights that are the subject of this claim in amounts that take into account an 80% application efficiency. Therefore, Applicant's diversions of this 5.0 acre-feet of consumptive use water and, pursuant to the changes decreed below, the 14.55 acre-feet changed in Case Nos. 06CW71 and 13CW6 will exceed the consumptive use amounts by 20%, but no more.
- D. All wells within the Tiger Run – Blue River Well Field and Tiger Run – Swan River Well Field are limited to production from within the stream alluvium within 100 feet of the live stream, and, subject to the demonstration required in the paragraph below, such wells will be administered and curtailed as if they are

surface structures. Prior to the construction or operation of the subject wells, Tiger Run shall obtain well permits issued pursuant to C.R.S. § 37-90-137(2), the decree in this case, and those in Case Nos. 06CW68, 06CW71, and 13CW6.

To obtain these permits, Applicant shall be required to demonstrate to the State and Division Engineer's satisfaction that diversions from the well field will have an instantaneous effect on the stream so that the diversions can be administered as surface diversions. Otherwise, such well field diversions shall not be allowed without a court-approved plan for augmentation.

- E. Applicant will not divert any of the Blue Danube Ditch No. 2 water right at the new points of diversion decreed herein when the CWCB's instream flow water rights on the Swan River, decreed in Case No. 86CW223, and on the Blue River, in Case Nos. 86CW204 and 86CW217, are not satisfied in the reach between the Blue Danube Ditch No. 2 original point of diversion and the new points of diversion decreed herein.
  - F. Applicant recognizes that Upper Blue Sanitation District ("Upper Blue") owns the Flow Splitting Channel water right decreed absolute in Case No. 03CW193 for 1.52 cfs which in part recognizes Upper Blue's right to withdraw at the Flow Splitting Channel any amount of effluent up to 1.52 cfs that is being discharged from the District's Iowa Hill wastewater treatment facility located upstream of the original Blue Danube Ditch No. 2 headgate. Applicant agrees not to divert any of the 5.0 acre-feet of Blue Danube Ditch No. 2 consumptive use water changed in this decree or the 14.55 acre-feet of Blue Danube Ditch No. 2 consumptive use water previously changed in Case Nos. 06CW71 and 13CW6 at the new points of diversion described in this decree in a manner that would interfere with the effluent being discharged from the District's Iowa Hill wastewater treatment facility (up to 1.52 cfs) from reaching the original point of diversion for the Blue Danube Ditch No. 2.
11. Finding regarding changes. Applicant seeks a finding that the Blue Danube Ditch No. 2 water right should be changed to be diverted at the new points of diversion listed above in paragraph 8.A. and to be used at Applicant's property as described in paragraph 8.B. subject to the terms and conditions listed in paragraph 10. The Applicant provided evidence that the changes of water right will not result in injury to any other vested water rights so long as Applicant diverts its Blue Danube Ditch No. 2 water, as changed, in accordance with this decree; therefore, the Referee finds that Applicant's Blue Danube Ditch No. 2 water rights should be changed to allow diversion at the points of diversion listed in paragraph 8.A. for use at Applicant's property as described in paragraph 8.B. subject to the terms and conditions listed in paragraph 10.

**Second Claim for Change of Water Rights**  
(Blue Danube Ditch No. 2)

Summary: By this claim, Applicant seeks to change the 14.55 acre-feet of Blue Danube Ditch No. 2 water rights previously changed in Case Nos. 06CW71 and 13CW6. Specifically, Applicant seeks to: 1) remove the restriction that Applicant limit its diversions to the consumptive use amounts; 2) increase the area allowed to be irrigated; and 3) change the cumulative diversion rate from 0.22 cfs to 0.33 cfs.

12. Decreed name of structure for which changes are sought: Blue Danube Ditch No. 2.
  - A. Description of water right: See First Claim, above.
  - B. Amount: Applicant changed 7.11 acre-feet of Blue Danube Ditch No. 2 consumptive use water to its new points of diversion and place of use and decreed alternate points of diversion and new place of use for 2.44 acre-feet in Case No. 06CW71. In Case No. 13CW6, Applicant changed an additional 5.00 acre-feet of water. These amounts are the subject of this claim.
  
13. Proposed Changes:
  - A. Diversion Limit. The decrees in Case Nos. 06CW71 and 13CW6 limit Applicant's diversions to the volume of consumptive use water changed in those cases within monthly ranges. The premise for this limitation was that Applicant had not obtained a full supply of water for the 13.2 acres Applicant irrigates. Applicant now owns/leases a total of 19.55 acre-feet of consumptive use water. Applicant's engineers demonstrated that this is a full supply for up to 15.4 acres of irrigation based on a consumptive use rate of 1.27 acre-feet per acre. Therefore, by this claim, Applicant seeks to change the portions of the Blue Danube Ditch No. 2 water rights changed in Case Nos. 06CW71 and 13CW6 to remove the restriction limiting diversions to the consumptive use volumes. Applicant seeks a decree allowing it to divert the full 19.55 acre-feet of its Blue Danube Ditch No. 2 consumptive use water in the amounts listed in the column labeled "Total Diversions" in the table attached as **Exhibit E**, which diversion rate is based on an 80% irrigation efficiency.
  - B. Irrigated Area. The decrees in Case Nos. 06CW71 and 13CW6 limited Applicant to irrigating 13.2 acres with the Blue Danube Ditch No. 2 water. Applicant seeks to change the earlier changed portions so that, together with the 5.0 acre-feet changed by the First Claim above, Applicant will be allowed to irrigate up to 15.4 acres instead of the 13.2 acres cited in those decrees (see paragraph 6.B., Case No. 06CW71 and paragraph 6.I., Case No. 13CW6).

- C. Cumulative Pumping Limit. The decrees in Case Nos. 06CW71 and 13CW6 limited Applicant's pumping rate to 100 gpm, cumulative between all points of diversion (see paragraph 6.A.i.f., Case No. 06CW71 and paragraph 6.K.i., Case No. 13CW6). With the additional water, operationally, Applicant requires an increased pumping rate up to 0.33 cfs, or 150 gpm. Applicant, therefore, requests to change the decrees in Case Nos. 06CW71 and 13CW6 to allow a pumping rate of 0.33 cfs, or 150 gpm, cumulative, between all points of diversion.

In all other respects, Applicant will operate its diversions of the previously changed 14.55 acre-feet the same as decreed in Case Nos. 06CW71 and 13CW6.

14. Finding regarding changes. Applicant seeks a finding that the Blue Danube Ditch No. 2 water rights changed previously by decree in Case Nos. 06CW71 and 13CW6, when combined with the additional 5.0 acre-feet changed in this case, should be changed to: 1) allow diversions in the amounts listed in the column titled "Total Diversions" in the table attached hereto as **Exhibit E**; 2) allow irrigation of up to 15.4 acres on Applicant's property; and 3) allow diversion at a rate of 0.33 cfs (150 gpm), cumulative between all points of diversion. The Applicant provided evidence that the requested changes of water right will not result in injury to any other vested water rights so long as Applicant diverts its previously changed Blue Danube Ditch No. 2 water in Case Nos. 06CW71 and 13CW6 and the additional water in this case in accordance with this decree; therefore, the Referee finds that Applicant's Blue Danube Ditch No. 2 water rights changed previously by decree in Case Nos. 06CW71 and 13CW6, together with the additional 5.0 acre-feet changed in this case, should be changed to: 1) allow diversions in the amounts listed in the column titled "Total Diversions" in the table attached hereto as **Exhibit E**; 2) allow irrigation of up to 15.4 acres on Applicant's property; and 3) allow diversion at a rate of 0.33 cfs (150 gpm), cumulative between all points of diversion.

**Third Claim for Changes of Water Rights**  
**Tiger Run Diversion Points**

Summary: Applicant requests to change the legal descriptions for the structures decreed for junior water rights in Case No. 06CW68 which are the same as Applicant's new points of diversion for Blue Danube Ditch No. 2 water decreed in Case Nos. 06CW71, 13CW6, and in the First Claim above. Applicant seeks to correct the quarter-quarter designations incorrectly cited before. The actual locations of the points of diversion remain the same and are as depicted on the maps attached to those earlier decrees and hereto as **Exhibit B**. Applicant only requests to correct the legal descriptions by this claim, not to change the actual location of the diversion points. In addition, Applicant seeks to change the cumulative diversion rate for these structures from 0.22 cfs to 0.33 cfs.

15. Decreed name of structures for which changes are sought:
- A. Tiger Run – Blue River Diversion;

- B. Tiger Run – Swan River Diversion 1;
  - C. Tiger Run – Swan River Diversion 2;
  - D. Tiger Run - Blue River Well Field; and
  - E. Tiger Run – Swan River Well Field.
16. Date of original and all relevant subsequent decrees:
- A. Case No. 06CW68, Division 5 Water Court, March 8, 2012 (decreed water rights for the named structures)
  - B. Case No. 06CW71, Division 5 Water Court, January 5, 2011 (decreed as alternate points of diversion for a portion of the Blue Danube Ditch No. 2 water rights)
  - C. Case No. 13CW6, Division 5 Water Court, February 2, 2014 (decreed as alternate points of diversion for a portion of the Blue Danube Ditch No. 2 water rights)
  - D. Corrections to Legal Descriptions:
    - i. Name of structure: Tiger Run – Blue River Diversion. Applicant requests to correct the legal description for this structure from the SE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 7 to SW  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 7 such that the decreed legal description will read as follows:  
  
SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 2562 feet from the East Section Line and 4050 feet from the North Section Line in Summit County, Colorado.
    - ii. Name of structure: Tiger Run – Swan River Diversion 1. Applicant requests to correct the legal description for this structure from NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 7 to NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 7 such that the decreed legal description will read as follows:  
  
NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1663 feet from the East Section Line and 2569 feet from the North Section Line in Summit County, Colorado.
    - iii. Name of structure: Tiger Run – Swan River Diversion 2. Applicant requests to correct the legal description for this structure from SE  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 7 to SE  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 7 such that the decreed legal description will read as follows:

SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1099 feet from the East Section Line and 3869 feet from the North Section Line in Summit County, Colorado.

- iv. Name of structure: Tiger Run – Blue River Well Field. Applicant requests to correct the legal description for the Lower Terminus of this structure from NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 7 to SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 7 such that the decreed legal description will read as follows:

Upper Terminus: SE $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 2641 feet from the East Section Line and 4126 feet from the North Section Line.

Lower Terminus: SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado.

- v. Name of structure: Tiger Run – Swan River Well Field. Applicant requests to correct the legal description for the Lower Terminus of this structure from NE  $\frac{1}{4}$  SW  $\frac{1}{4}$  of Section 7 to SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 7 such that the decreed legal description will read as follows:

Upper Terminus: SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1386 feet from the East Section Line and 3938 feet from the North Section Line.

Lower Terminus: SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6<sup>th</sup> P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado.

E. Decreed source of water (Case No. 06CW68):

- i. Tiger Run – Blue River Diversion and Tiger Run – Blue River Well Field: Blue River, tributary to the Colorado River
- ii. Tiger Run – Swan River Diversions 1 and 2 and Tiger Run – Swan River Well Field: Swan River, tributary to the Blue River, tributary to the Colorado River

F. Appropriation Dates (Case No. 06CW68):

- i. Tiger Run – Blue River Diversion, Tiger Run – Swan River Diversions 1 and 2: May 15, 1981 for absolute amounts and April 28, 2006 for conditional amounts.
    - ii. Tiger Run – Blue River Well Field and Tiger Run – Swan River Well Field: April 28, 2006.
  - G. Amount decreed to structures (Case No. 06CW68):
    - i. 0.11 cfs absolute and 0.11 cfs conditional, each for Tiger Run – Blue River Diversion, Tiger Run Swan River Diversions 1 and 2.
    - ii. 0.22 cfs conditional, each for Tiger Run – Blue River Well Field and Tiger Run – Swan River Well Field.
  - H. Decreed use (Case No. 06CW68): Irrigation for all structures.
17. Detailed description of proposed changes: The changes requested in this claim are to apply to the entire amount of water decreed to these structures.
  - A. Points of Diversion. Applicant requests to correct the quarter-quarter designations for the points of diversion as indicated above. Section 7 is an irregular section and USGS mapping for the area indicates approximate locations for the northern and eastern section lines. The quarter-quarter designations to which Applicant requests the descriptions be changed are derived from the Bureau of Land Management Public Land Survey System (PLSS) GIS database which relies upon a variety of sources including the U.S General Land Office (GLO) and BLM survey plats/notes, as well as other sources. This change request applies to Case Nos. 06CW68, 06CW71 and 13CW6.
  - B. Diversion Rate. Applicant requests to change the cumulative diversion limit for the water rights structures listed in paragraph 15, above, from 0.22 cfs to 0.33 cfs for diversions under the water rights decreed in Case No. 06CW68. Applicant requires additional pump capacity to divert the newly acquired Blue Danube Ditch No. 2 water and will divert at the same rate when diverting the water rights decreed in Case No. 06CW68.
18. Finding regarding corrections to legal descriptions: The Applicant requests a finding that the corrections to the decreed legal descriptions listed in paragraph 16.D., above, are appropriate. The Referee finds that the Applicant provided sufficient evidence to demonstrate that the requested corrections are appropriate and will not injure the owners of vested water rights and that the Application should be granted.

19. Finding regarding change in diversion rate: The Applicant requests a finding that the change in the cumulative diversion rate for the structures listed in paragraph 15, above from 0.22 cfs to 0.33 cfs for diversions under the water rights decreed in Case No. 06CW68 is appropriate. The Referee finds that the Applicant provided sufficient evidence to demonstrate that the requested change in diversion rate is appropriate and will not injure the owners of vested water rights and that the Application should be granted.
20. Integrated Supply System. The Referee finds that the water rights decreed to Applicant in Case No. 06CW68 provide Applicant an irrigation supply during times when there is no call senior to Applicant's rights decreed in that case. At times when there is a call senior to Applicant's rights, the Referee finds that the Blue Danube Ditch No. 2 water rights changed by Applicant in Case Nos. 06CW71, 13CW6, and this Case No. 14CW3122 are integral to operation of the water rights decreed in Case No. 06CW68. These water rights, used together, fully irrigate Applicant's land. Therefore, the Referee finds that the water rights and structures decreed in Case No. 06CW68 and the Blue Danube Ditch No. 2 water right as changed in Case Nos. 06CW71, 13CW6, and this Case No. 14CW3122 are component parts of an integrated legal water supply plan decreed in those four cases.

#### CONCLUSIONS OF LAW

21. Incorporation of Findings of Fact. To the extent they constitute legal conclusions; the foregoing Findings of Fact are incorporated herein.
22. Notice and Jurisdiction. All notices required by law have been properly made, including as required under C.R.S. § 37-92-302(3). The Court has jurisdiction over the Application and over all entities or persons who had standing to appear, even if they did not do so.
23. Contemplated by Law. The Application is complete, covering all applicable matters required pursuant to the Water Right Determination and Administration Act of 1969. C.R.S. §§ 37-92-101-602.
24. Legal Requirements Met. Applicant has fulfilled all legal requirements for a decree for the requested water right.
25. Administration. The changes of water rights adjudicated herein are capable of being administered by State of Colorado officials, so long as they are operated in accordance with the terms and conditions of this decree.

**RULING OF THE REFEREE**

26. Incorporation. The Findings of Fact and Conclusions of Law as set forth above are incorporated herein by reference and are hereby modified as necessary to constitute part of the Ruling and Final Judgment and Decree.
27. Approval of Application – First Claim for Change of Water Right. The Court hereby approves and decrees the change of water right applied for in the First Claim to change 5.0 acre-feet of the Blue Danube Ditch No. 2 water right consumptive use for diversion at Applicant's Tiger Run – Blue River Diversion, Tiger Run – Swan River Diversion 1, Tiger Run – Swan River Diversion 2, Tiger Run – Blue River Well Field, and Tiger Run – Swan River Well Field for irrigation of 15.4 acres of Applicant's property as depicted on Exhibit C when used together with Applicant's previously changed Blue Danube Ditch No. 2 water rights in Case Nos. 06CW71 and 13CW6. These changes are approved subject to the terms and conditions listed in paragraph 10, above.
28. Approval of Application – Second Claim for Changes of Water Rights. The Court hereby approves and decrees the changes of water rights applied for in the Second Claim to change Applicant's previously changed 14.55 acre-feet of Blue Danube Ditch No. 2 consumptive use water in Case Nos. 06CW71 and 13CW6. The new changes decreed herein remove the restriction included in the decrees for Case Nos. 06CW71 and 13CW6 that Applicant limit its diversions to the consumptive use amounts. Applicant is, by this decree, permitted to divert its full 19.55 acre-feet of Blue Danube Ditch No. 2 consumptive use water rights in the amounts listed in the column labeled "Total Diversions" in the table attached hereto as Exhibit E. In addition, the changes decreed herein remove the restriction from the decrees in Case Nos. 06CW71 and 13CW6 limiting Applicant to irrigating only 13.2 acres within its property. Applicant is, by this decree, permitted to irrigate one acre for every 1.27 acre-feet of Blue Danube Ditch No. 2 consumptive use water Applicant owns or leases. If Applicant reduces the amount of consumptive use water Applicant owns or leases, the amount of irrigation allowed shall be reduced accordingly. Finally, by this decree, the diversion rate at which Applicant may divert its Blue Danube Ditch No. 2 consumptive use water changed in Case Nos. 06CW71 and 13CW6 is increased from 0.22 cfs to 0.33 cfs, cumulative. In all other respects, Applicant's diversion of its previously changed 14.55 acre-feet shall remain subject to the terms and conditions of the decrees in Case Nos. 06CW71 and 13CW6.
29. Approval of Application – Third Claim for Change of Water Rights to Correct Legal Descriptions. The Court hereby approves and decrees the corrections to the previously decreed legal descriptions for Applicant's water right structures decreed in Case No. 06CW68, the Tiger Run – Blue River Diversion, Tiger Run – Swan River Diversion 1, Tiger Run – Swan River Diversion 2, Tiger Run – Blue River Well Field, and Tiger Run – Swan River Well Field. As such, the decreed legal descriptions for said structures going forward are as follows:

- A. Tiger Run – Blue River Diversion: SW $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 2562 feet from the East Section Line and 4050 feet from the North Section Line in Summit County, Colorado.
- B. Tiger Run – Swan River Diversion 1: NW  $\frac{1}{4}$  SE  $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1663 feet from the East Section Line and 2569 feet from the North Section Line in Summit County, Colorado.
- C. Tiger Run – Swan River Diversion 2: SE $\frac{1}{4}$  SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1099 feet from the East Section Line and 3869 feet from the North Section Line in Summit County, Colorado.
- D. Tiger Run – Blue River Well Field:
- Upper Terminus: SE $\frac{1}{4}$  SW $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 2641 feet from the East Section Line and 4126 feet from the North Section Line.
- Lower Terminus: SW  $\frac{1}{4}$  NE  $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado.
- E. Tiger Run – Swan River Well Field:
- Upper Terminus: SE $\frac{1}{4}$ SE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1386 feet from the East Section Line and 3938 feet from the North Section Line.
- Lower Terminus: SW $\frac{1}{4}$  NE $\frac{1}{4}$  of Section 7, Township 6 South, Range 77 West, 6th P.M. at a point 1817 feet from the East Section Line and 1868 feet from the North Section Line, all in Summit County, Colorado.
30. Approval of Application – Third Claim for Change of Water Rights to Increase Diversion Rate. The Court hereby approves and decrees the change in the diversion rate for the structures listed in paragraph 15, above from 0.22 cfs to 0.33 cfs, cumulative between all structures for diversions under the water rights decreed in Case No. 06CW68.
31. Retained Jurisdiction. To assure that adequate protection is provided to other vested water rights or other conditional water rights, the Court hereby retains jurisdiction over the claims decreed herein for a period starting at the date the decree is entered and continuing until five years after the Applicant provides written notice to the parties, the Division Engineer and the Court that the change in location of use has occurred and at least 75% of the Blue Danube Ditch No. 2 consumptive use water changed herein (which includes the 5.0 acre-feet changed per the First Claim above and the 14.55 acre-feet

changed per the Second Claim above) has been used at the new place of use. Should Tiger Run maintain the lease for 2.44 acre-feet, this 75% shall equal 14.66 acre-feet. Should Tiger Run relinquish its lease, this 75% shall equal 12.83 acre-feet.

32. Tiger Run leases 2.44 acre-feet of Blue Danube Ditch No. 2 water from Farmer's Korner, Inc. with an option to purchase. If Tiger Run's lease expires and/or is terminated and if Tiger Run does not exercise its option, then Tiger Run shall notify the Water Court and the State and Division Engineers. Under those circumstances, Tiger Run will only consume 17.11 acre-feet of historical consumptive use credits associated with the Blue Danube Ditch No. 2 pursuant to the terms of this decree and the decrees in Case Nos. 06CW71 and 13CW6, and Farmers Korner, Inc. may continue to use the 2.44 acre-feet pursuant to the decree in W-3442. In such circumstances, Tiger Run will irrigate only 13.5 acres and will limit total annual diversions of its remaining Blue Danube Ditch No. 2 consumptive use water as changed in Case Nos. 06CW71, 13CW6 and herein to the amounts in the column labeled Total Diversions in the table attached as Exhibit E less the amounts in the column labeled Lease.
33. Should the Applicant seek to use any of its 19.55 acre-feet of historical consumptive use credits associated with the Blue Danube Ditch No. 2 water right for any of the uses decreed in Case No. W-3442 other than irrigation at the new points of diversion decreed in this case, Applicants will be required to amend this decree accordingly.
34. Applicants shall install and maintain such measuring devices and submit such accounting as may be required by the Division Engineer to administer the terms of this decree.
35. A copy of the Ruling shall be filed with the Division Engineer for Water Division No. 5 and with the State Engineer.
36. It is further ORDERED that this Ruling shall be filed with the Water Clerk, subject to judicial review.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

WATER REFEREE:

---

Holly Strablizky, Water Referee  
Water Division No. 5  
State of Colorado

**FINAL JUDGMENT AND DECREE OF THE WATER COURT**

No protest was filed in this matter. The foregoing Ruling is confirmed and approved, and is hereby made a Decree of this Court.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

WATER JUDGE:

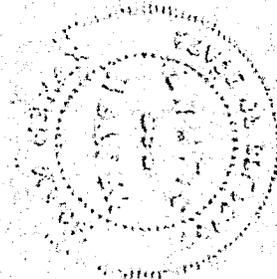
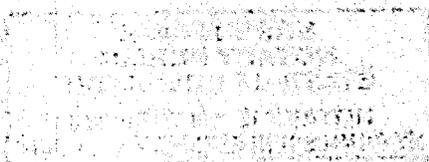
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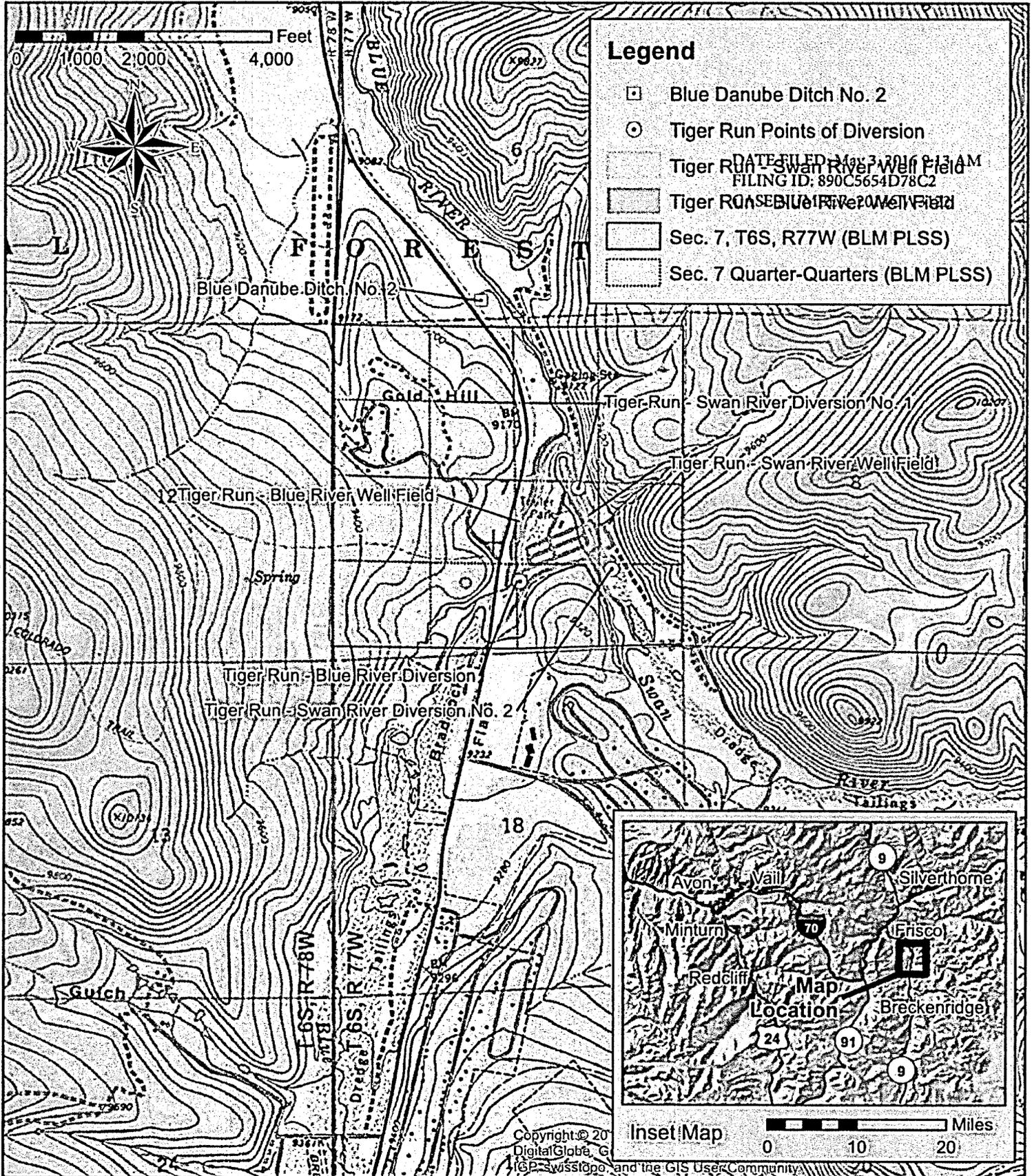


**EXHIBIT A**  
(attached to Special Warranty Deed)

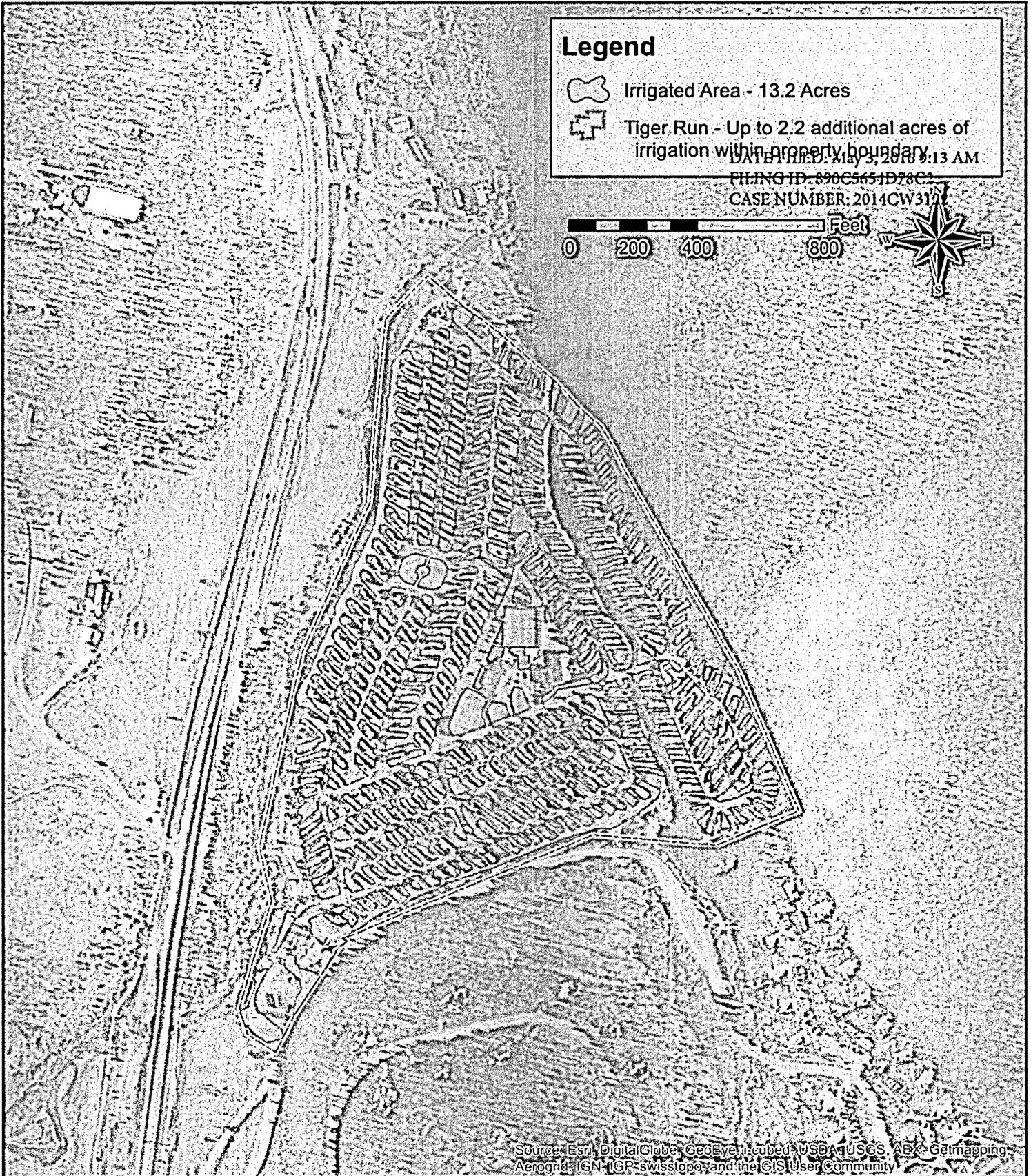
5.0 acre-feet of useable historic consumptive use water per year from the Blue Danube Ditch No. 2, Priority No. 214, in former Water District No. 36, having an appropriation date of June 20, 1919, as decreed to the Blue Danube Ditch No. 2 by the Summit County District Court on January 9, 1930, out of the 40 acre-feet of consumptive use water per year attributable to said Priority No. 214, as determined by the decree of the District Court in and for Water Division No. 5 entered on August 14, 1979 in Case No. W-3442; together with an undivided interest in the Blue Danube Ditch No. 2 water right and all of its appurtenances, except any and all easements and/or rights of way for the Blue Danube Ditch No. 2 associated with the water rights conveyed herein which shall be retained by Grantor,

FURTHER EXCEPTING AND RESERVING unto Seller all of Seller's remaining interest in the Blue Danube Ditch No. 2 water right and its appurtenances, including, but not limited to, any and all easements and/or rights of way for the Blue Danube Ditch No. 2.





DATE: October 24, 2014	MAP TITLE: Tiger Run Vicinity Map	PROJECT: 26410	EXHIBIT: <b>B</b>
DRAWN BY: JAW	CHECKED BY: TAZ	APPROVED BY: TAZ	<p>POST OFFICE BOX 1908 - 1011 GRAND AVENUE                  GLENWOOD SPRINGS, COLORADO 81602 (970) 945-5700</p>



Source: Esri, DigitalGlobe, GeoEye, Earthstar (USA), USGS, AeroGRID, IGN, IGP, swisstopo, and the GIS User Community

DATE: October 24, 2014	MAP TITLE: Tiger Run Irrigated Area Map	PROJECT: 26410	EXHIBIT: <b>C</b>
DRAWN BY: JAW	CHECKED BY: TAZ	APPROVED BY: TAZ	 <b>ZANCANELLA AND ASSOCIATES, INC.</b> <b>ENGINEERING CONSULTANTS</b> POST OFFICE BOX 1908 • 1011 GRAND AVENUE GLENWOOD SPRINGS, COLORADO 81602 (970) 945-5700

TIGER RUN RESORT RECREATIONAL VEHICLE PARK P.U.D.

LEGAL DESCRIPTION

DATE FILED: May 3, 2016 9:13 AM

FILING ID: 890C5654D78C2

CASE NUMBER: 2014CW3122

PORTIONS OF THE MUNROE PLACER, U.S. MINERAL SURVEY NUMBER 1150, THE KIMBALL PLACER, U.S. MINERAL SURVEY NUMBER 1151, AND THE RILEY PLACER, LOCATED IN THE NORTHEAST ONE-QUARTER AND SOUTHEAST ONE-QUARTER OF SECTION 7, TOWNSHIP 6 SOUTH, ALL IN RANGE 77 WEST OF THE SIXTH PRINCIPAL MERIDIAN, SUMMIT COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT CORNER NUMBER 1 OF THE SWANS NEST PLACER, U.S. MINERAL SURVEY NUMBER 14412, SAID CORNER BEING A U.S.G.S. BRASS MONUMENT LOCATED ON THE LINE BETWEEN CORNER NUMBER 2 AND CORNER NUMBER 3 OF SAID KIMBALL PLACER;

THENCE N 36°33'15" W A DISTANCE OF 737.46 FEET TO CORNER NUMBER 2 OF SAID KIMBALL PLACER;

THENCE N 23°05'47" W A DISTANCE OF 557.58 FEET TO A POINT, SAID POINT BEING ON THE LINE BETWEEN CORNER NUMBER 1 AND CORNER NUMBER 2 OF SAID KIMBALL PLACER, BEING THE TRUE POINT OF BEGINNING;

THENCE THE BOUNDARY OF SAID PROPERTY FOLLOWS ALONG THE FOLLOWING COURSES:

THENCE S 67°32'24" W A DISTANCE OF 282.93 FEET;

THENCE N 84°58'54" W A DISTANCE OF 390.07 FEET;

THENCE S 67°32'24" W A DISTANCE OF 851.61 FEET;

THENCE N 52°12'18" W A DISTANCE OF 51.96 FEET;

THENCE S 29°55'51" W A DISTANCE OF 49.24 FEET;

THENCE N 60°04'09" W A DISTANCE OF 77.18 FEET;

THENCE S 33°32'42" W A DISTANCE OF 340.46 FEET;

THENCE N 56°27'18" W A DISTANCE OF 149.29 FEET;

THENCE N 18°26'38" W A DISTANCE OF 82.82 FEET;

THENCE N 21°19'11" E A DISTANCE OF 312.83 FEET;

THENCE N 12°32'29" E A DISTANCE OF 652.83 FEET;

THENCE N 24°22'05" E A DISTANCE OF 511.59 FEET;

THENCE N 5°19'35" E A DISTANCE OF 586.26 FEET;

THENCE N 45°58'44" E A DISTANCE OF 191.72 FEET TO A POINT, SAID POINT BEING ON THE LINE BETWEEN CORNER NUMBER 21 AND CORNER NUMBER 9 OF SAID MUNROE PLACER;

THENCE S 48°45'45" E A DISTANCE OF 709.38 FEET TO CORNER NUMBER 9 OF SAID MUNROE PLACER, SAID POINT ALSO BEING CORNER NUMBER 15 OF SAID KIMBALL PLACER;

THENCE S 29°37'50" E A DISTANCE OF 497.56 FEET TO CORNER NUMBER 1 OF SAID KIMBALL PLACER;

THENCE S 23°03'47" E A DISTANCE OF 488.76 FEET TO A POINT, SAID POINT BEING ON THE LINE BETWEEN CORNER NUMBER 1 AND CORNER NUMBER 2 OF SAID KIMBALL PLACER, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING 2,072,149 SQUARE FEET OF  
47.570 ACRES, MORE OR LESS

EXHIBIT

D

**Exhibit E**  
**Tiger Run HCU Credits from the**  
**Blue Danube No. 2 Ditch**

DATE FILED: May 3, 2016 9:13 AM  
 FILING ID: 89015454D78C2  
 CASE NUMBER: 2014CW3122

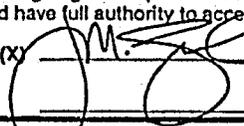
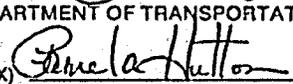
Month	(1) (2) (3) HCU Credits				Total (ac-ft)	Diversions (ac-ft)
	06CW71		13CW06	14CW3122		
	Purchase (ac-ft)	Lease (ac-ft)	(ac-ft)	(ac-ft)		
Jan	0.0	0.0	0.0	0.0	0.0	0.0
Feb	0.0	0.0	0.0	0.0	0.0	0.0
Mar	0.0	0.0	0.0	0.0	0.0	0.0
Apr	0.0	0.0	0.0	0.0	0.0	0.0
May	0.7 - 0.8	0.2 - 0.3	0.5 - 0.6	0.5 - 0.6	1.9 - 2.3	2.4 - 2.9
Jun	1.8 - 2.2	0.6 - 0.8	1.3 - 1.6	1.3 - 1.6	5.0 - 6.2	6.3 - 7.8
Jul	1.9 - 2.3	0.6 - 0.8	1.4 - 1.6	1.4 - 1.6	5.3 - 6.3	6.6 - 7.9
Aug	1.4 - 1.7	0.5 - 0.6	1.0 - 1.2	1.0 - 1.2	3.9 - 4.7	4.9 - 5.9
Sep*	0.5 - 0.7	0.2 - 0.2	0.4 - 0.5	0.4 - 0.5	1.5 - 1.9	1.9 - 2.4
Oct	0.0	0.0	0.0	0.0	0.0	0.0
Nov	0.0	0.0	0.0	0.0	0.0	0.0
Dec	0.0	0.0	0.0	0.0	0.0	0.0
<b>Annual Total</b> (not to exceed)	<b>7.11</b>	<b>2.44</b>	<b>5.00</b>	<b>5.00</b>	<b>19.55</b>	<b>24.45</b>

\*Diversions can be taken up to September 17<sup>th</sup> per restrictions included in 06CW71, 13CW06, and 14CW3122

**Description of Columns:**

- (1) Original Blue Danube Ditch No. 2 credits decreed in 06CW71
- (2) Additional Blue Danube Ditch No. 2 credits decreed in 13CW06
- (3) Additional Blue Danube Ditch No. 2 Credits sought in 14CW3122.
- (4) Equals the sum of Columns (1), (2), and (3)
- (5) Equals the sum of Column (4) + 80% irrigation efficiency

**Exhibit E**

<b>COLORADO DEPARTMENT OF TRANSPORTATION STATE HIGHWAY ACCESS PERMIT</b>		SH No/MP/Side: _____ Local Jurisdiction: <b>Summit</b> Dist/Section/Patrol: <b>01/05/12</b> DOT Permit No.: <b>198028</b> Permit Fee: <b>100.00</b> Date of Transmittal: <b>04/20/98</b>								
<b>THE PERMITTEE:</b> Wintergreen Homes  P.O. Box 978 Av on,, CO 81620  (970) 949-4120	<b>APPLICANT:</b> Wintergreen Homes  P.O. Box 978 Av on,, CO 81620  (970) 949-4120									
is hereby granted permission to construct and use an access to the state highway at the location noted below. The access shall be constructed, maintained and used in accordance with the terms and conditions of this permit, including the State Highway Access Code and listed attachments. This permit may be revoked by the issuing authority if at any time the permitted access and its use violate any of the terms and conditions of this permit. The use of advance warning and construction signs, flashers, barricades and flaggers are required at all times during access construction within State right-of-way in conformance with the MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES, Part VI. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.										
<b>LOCATION:</b> This Commercial Access is on the East side of Highway 9 a distance of 3485 feet North of M.P. 90 or M.P. 90.66.										
<b>ACCESS TO PROVIDE SERVICE TO:</b> <table style="width:100%; border-collapse: collapse;"> <thead> <tr> <th style="width:80%;"></th> <th style="text-align: right; width:20%;">PERCENT</th> </tr> </thead> <tbody> <tr> <td>Residential Condominium/Townhouse (188 Each).....</td> <td style="text-align: right;">33.00 %</td> </tr> <tr> <td>Convenience Market (Open 15-16 Hours) (3500 Sq Ft).....</td> <td style="text-align: right;">33.00 %</td> </tr> <tr> <td>High-Turnover (Sit-Down) Restaurant (2000 Sq Ft).....</td> <td style="text-align: right;">34.00 %</td> </tr> </tbody> </table>				PERCENT	Residential Condominium/Townhouse (188 Each).....	33.00 %	Convenience Market (Open 15-16 Hours) (3500 Sq Ft).....	33.00 %	High-Turnover (Sit-Down) Restaurant (2000 Sq Ft).....	34.00 %
	PERCENT									
Residential Condominium/Townhouse (188 Each).....	33.00 %									
Convenience Market (Open 15-16 Hours) (3500 Sq Ft).....	33.00 %									
High-Turnover (Sit-Down) Restaurant (2000 Sq Ft).....	34.00 %									
<b>OTHER TERMS AND CONDITIONS:</b> SEE ATTACHED SHEET(S) FOR TERMS AND CONDITIONS										
<b>MUNICIPALITY OR COUNTY APPROVAL</b> Required only when the appropriate local authority retains Issuing authority. By (X) _____ Date _____ Title _____										
Upon the signing of this permit the permittee agrees to the terms and conditions and referenced attachments contained herein. All construction shall be completed in an expeditious and safe manner and shall be finished within 45 days from initiation. The permitted access shall be completed in accordance with the terms and conditions of the permit prior to being used. The permittee shall notify <u>Barbara Daniels</u> with the Colorado Department of Transportation in <u>18500 E. Colfax Ave</u> at <u>303-757-9122</u> at least 48 hours prior to commencing construction within the State Highway right-of-way. The person signing as the permittee must be the owner or legal representative of the property served by the permitted access and have full authority to accept the permit and all its terms and conditions. Permittee (X)  Date <u>4/28/98</u>										
This permit is not valid until signed by a duly authorized representative of the Department. DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO By (X)  Date <u>8-4-98</u> Title <u>Regions Traffic Eng.</u> (Date of Issue)										

The following paragraph are pertinent highlights of the State Highway Access Code. These are provided for your convenience but do not alleviate compliance with all sections of the Access Code. A copy of the State Highway Access Code is available from your local issuing authority (local government) or the Colorado Department of Transportation (Department). When this permit was issued, the issuing authority made its decision based in part on information submitted by the applicant, on the access category which is assigned to the highway, what alternative access to other public roads and streets is available, and safety and design standards. Changes in use or design not approved by the permit or the issuing authority may cause the revocation or suspension of the permit.

#### I Appeals

1. Should the permittee or applicant choose to object to any of the terms or conditions of the permit placed therein by the Department, an appeal must be filed with the Colorado Transportation Commission within 60 days of transmittal of the permit for permittee signature. The request for the hearing shall be filed in writing and submitted to the Colorado Transportation Commission, 4201 East Arkansas Avenue, Denver, Colorado 80222. The request shall include reasons for the appeal and may include recommendations by the permittee or applicant that would be acceptable to him.
2. The Department may consider any objections and requested revisions at the request of the applicant or permittee. If agreement is reached, the Department, with the approval of the local issuing authority (if applicable), may revise the permit accordingly, or issue a new permit, or require the applicant to submit a new application for reconsideration. Changes in the original application, proposed design or access use will normally require submittal of a new application.
3. Regardless of any communications, meetings, or negotiations with the Department regarding revisions and objections to the permit, if the permittee or applicant wishes to appeal the Department's decision to the Commission, the appeal must be brought to the Commission within 60 days of transmittal of the permit.
4. Any appeal by the applicant or permittee of action by the local issuing authority when it is the appropriate local authority (under subsection 2.4), shall be filed with the local authority and be consistent with the appeal procedures of the local authority.
5. If the final action is not further appealed, the Department or local authority may record the decision with the County Clerk and Recorder.

#### II Construction standards and requirements

1. The access must be under construction within one year of the permit date. However, under certain conditions a one year time extension may be granted if requested in writing prior to permit expiration.
2. The applicant shall notify the office specified on the permit at least 48 hours prior to construction. A copy of the permit shall be available for review at the construction site. Inspections will be made during construction.
3. The access construction within highway right-of-way must be completed within 45 days.
4. It is the responsibility of the permittee to complete the construction of the access according to the terms and conditions of the permit. If the permittee wishes to use the access prior to completion, arrangements must be approved by the issuing authority and Department and included on the permit. The Department or Issuing authority may order a halt to any unauthorized use of the access. Reconstruction or improvements to the access may be required when the permittee has failed to meet required specifications of design or materials. If any construction element fails within two years due to improper construction or material specifications, the permittee is responsible for all repairs.
5. In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the access shall be securely braced with an approved end post before the fence is cut to prevent any slacking of the remaining fence. All posts and wire removed are Department property and shall be turned over to a representative of the Department.
6. A copy of the permit shall be available for review at the construction site. If necessary, minor changes and additions shall be ordered by the Department or local authority field inspector to meet unanticipated site conditions.
7. The access shall be constructed and maintained in a manner that shall not cause water to enter onto the roadway, and shall not interfere with the drainage system in the right-of-way.
8. Where necessary to remove, relocate, or repair a traffic control device or public or private utilities for the construction of a permitted access, the work shall be accomplished by the permittee without cost to the Department or issuing authority, and at the direction of the Department or utility company. Any damage to the state highway or other public right-of-way beyond that which is allowed in the permit shall be repaired immediately.
9. Adequate advance warning is required at all times during access construction, in conformance with the Manual on Uniform Traffic Control Devices for Streets and Highways. This may include the use of signs, flashers, barricades and flaggers. This is also required by section 42-4-501, C.R.S. as amended. The issuing authority, the Department and their duly appointed agents and employees shall be held harmless against any action for personal injury or property damage sustained by reason of the exercise of the permit.

#### III Changes in use and violations

1. If there are changes in the use of the access, the access permit-issuing authority must be notified of the change. A change in property use which makes the existing access design or use in non-conformance with the Access Code or the terms and conditions of the permit, may require the reconstruction or relocation of the access. Examples of changes in access use are; an increase in vehicular volume by 20 percent, or an increase by 20 percent of a directional characteristic such as a left turn. The issuing authority will review the original permit; it may decide it is adequate or request that you apply for a new permit.
2. All terms and conditions of the permit are binding upon all assigns, successors-in-interest and heirs.
3. When a permitted driveway is constructed or used in violation of the Access Code, the local government or Department may obtain a court order to halt the violation. Such access permits may be revoked by the issuing authority.

#### IV Further Information

1. When the permit holder wishes to make improvements to an existing legal access, he shall make his request by filing a completed permit application form with the issuing authority. The issuing authority may take action only on the request for improvement. Denial does not revoke the existing access.
2. The permittee, his heirs, successors-in-interest, and assigns, of the property serviced by the access shall be responsible for meeting the terms and conditions of the permit and the removal or clearance of snow or ice upon the access even though deposited on the access in the course of Department snow removal operations. The Department shall maintain in unincorporated areas the highway drainage system, including those culverts under the access which are part of that system within the right-of-way.
3. The issue date of the permit is the date the Department representative signs the permit which is after the permittee has returned the permit signed and paid any required fees.
4. The Department may, when necessary for the improved safety and operation of the roadway, rebuild, modify, remove, or redesign the highway including any auxiliary lane.
5. Any driveway, whether constructed before, on, or after June 30, 1979, may be required by the Department, with written concurrence of the appropriate local authority, to be reconstructed or relocated to conform to the Access Code, either at the property owner's expense if the reconstruction or relocation is necessitated by a change in the use of the property which results in a change in the type of driveway operation; or at the expense of the Department if the reconstruction or relocation is necessitated by changes in road or traffic conditions. The necessity for the relocation or reconstruction shall be determined by reference to the standards set forth in the Access Code.

**COLORADO DEPARTMENT OF HIGHWAYS**  
**APPLICATION FOR STATE HIGHWAY ACCESS PERMIT**

Issuing authority  
 application acceptance  
 date 04-16-1998

**Instructions:**  
 - contact the Department of Highways or your local government to determine your Issuing authority.  
 - contact the Issuing authority to determine what plans and other documents are required to be submitted with your application.  
 - complete this form (some questions may not apply to you) & attach all necessary documents and submit it to the Issuing authority. Submit an application for each access requested.  
 - if you have any questions contact the Issuing authority.

*Please print or type*

1) Property owner (Permittee) <b>Wintergreen Homes</b>		2) Applicant <b>Wintergreen Homes</b>	
street address, city, <b>PO Box 978 Avon</b>		street address, city, <b>PO Box 978 Avon</b>	
state & zip <b>Colorado 81620</b>	Phone # <b>(970) 949-4120</b>	state & zip <b>Colorado 81620</b>	Phone # <b>(970) 949-4120</b>

3) Address of property to be served by permit (if known)

4) Legal description of property: parcels A-1, B-1, B-2, B-3 & C SE 1/4 Section 7 & NE 1/4 Section 18  
 county subdivision block lot section township range  
**Summit Swan's Nest**      **6S 77W**

5) What state highway are you requesting access from?  
**Highway 9**

6) What side of the highway?     N  S  E  W

7) How many feet is the proposed access from the nearest mile post or cross street?  
0 feet ( N S E W ) from **Revett Drive (Tiger Run)**

8) Check here if you are requesting a  
 new access     temporary access     improvement to existing access     change in access use

9) What is the approximate date you intend to begin construction?  
**6-1-98**

10) Do you have knowledge of any State Highway access permits serving this property, or for adjacent properties in which you have a property interest.  
 yes     no    If "yes" - what are the permit number(s)? \_\_\_\_\_ and/or, permit date \_\_\_\_\_

11) Does the property owner own or have any interests in any adjacent property?  
 yes     no    If "yes" - please describe:

12) Are there existing or dedicated public streets, roads, highways or access easements bordering or within the property? **Revett Drive**  
 yes     no    If "yes" - list them on your plans and indicate the proposed and existing access points.

13) If you are requesting commercial or industrial access please indicate the types and number of businesses and provide the floor area square footage of each?

business	square footage	business	square footage
<b>Commercial</b>	<b>5,500</b>		

14) If you are requesting agricultural field access - how many acres will the access serve?

15) If you are requesting residential development access, - what is the type (single family, apartment, townhouse) and number of units?

type	number of units	type	number of units
<b>Condominium</b>	<b>143</b>		

16) Provide the following vehicle count estimates for vehicles that will use the access. Leaving property then returning is two counts. Indicate if your counts are peak hour volumes  or average daily volumes .

# of passengers cars and light trucks <b>170</b>	# of multi unit trucks	# of other vehicles
# of single unit vehicles in excess of 30 ft	# of farm vehicles (field equipment)	Total Count of All Vehicles

- 17) Check with the Issuing authority to determine which of the following documents are required to complete the review of your application. (plans should be no larger than 24" x 36")
- |                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                          |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <ul style="list-style-type: none"> <li>a) Highway and driveway plan and profile.</li> <li>b) Drainage plan showing impact to the highway right-of-way.</li> <li>c) Map and letters detailing utility locations before and after development in and along the right-of-way.</li> <li>d) Subdivision, zoning, or development plan.</li> </ul> | <ul style="list-style-type: none"> <li>e) Property map indicating other access, bordering roads and streets.</li> <li>f) Proposed access design.</li> <li>g) Parcel and ownership maps including easements.</li> <li>h) Signing and striping plans.</li> <li>i) Traffic control plan</li> <li>j) Proof of liability insurance</li> </ul> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

If an access permit is issued to you it will state the terms and conditions for its use. Any changes in the use of the permitted access not consistent with the terms and conditions listed on the permit may be considered a violation of the permit.

**THE APPLICANT DECLARES UNDER PENALTY OF PERJURY IN THE SECOND DEGREE, AND ANY OTHER APPLICABLE STATE OR FEDERAL LAWS, THAT ALL INFORMATION PROVIDED ON THIS FORM AND SUBMITTED ATTACHMENTS ARE TO THE BEST OF THEIR KNOWLEDGE TRUE AND COMPLETE.**

Applicant signature Date **2/13/98**

If the applicant is not the owner of the property, we require this application also to be signed by the property owner or their legally authorized representative (or other acceptable written evidence). This signature shall constitute agreement with this application by all owners-of-interest unless stated in writing. If a permit is authorized, the property owner will be listed as the permittee.

Property owner signature \_\_\_\_\_ Date \_\_\_\_\_

DATE:  
ACCESS PERMIT NUMBER 198028 - SHEET 2  
ISSUED TO: Wintergreen Homes

TERMS AND CONDITIONS.

1. All highway improvements related to this Access Permit may be constructed by CDOT as part of the State Highway 9 project, if any agreement between parties can be reached.
2. If there are any questions regarding this permit, please contact Chuck Binford, Access Manager at 303-757-9123.
3. Incorporated as part of this permit are the following:  
Application for Access Permit (CDOT Form No. 137),  
Both sides of the Permit (CDOT Form No. 101)  
Variance Request (CDOT Form No. 112)  
Certification Form  
Construction Plans  
Signing and Striping Plans  
Traffic Control Plans  
Certificate of Insurance naming CDOT as additionally insured. To be submitted to CDOT prior to beginning work.
4. If necessary, minor changes, corrections and/or additions to this permit may be ordered by the Department inspector, other Department representative or local authority to meet unanticipated site conditions. Changes may not be in violation of the Code. All major changes to the plans must be approved in writing by the Department prior to commencement of any work on or within the State Highway right-of-way.
5. Left turn movements in and out of this access may be prohibited at some future date.
6. This access shall be used only for commercial purpose(s) with the vehicular volume using the access during the Peak Hour not to exceed 300 vehicles per hour.
7. The Permittee is responsible for obtaining any necessary additional federal, state and/or City/County permits or clearances required for construction of the access. Approval of this access permit does not constitute verification of this action by the Permittee.
8. All costs associated with the installation of this access are the responsibility of the Permittee. This includes the design, construction, utility relocation, testing of materials and inspection. (see Note 1)
9. All work is to conform to the plans referenced by this permit on file with the Department or as modified by this permit. (If discrepancies arise, this permit shall take

DATE:  
ACCESS PERMIT NUMBER 198028 - SHEET 3  
ISSUED TO: Wintergreen Homes

TERMS AND CONDITIONS (CONT'D)

precedence over the plans). The Department plan review is only for the general conformance with the Department's design and code requirements. The Department is not responsible for the accuracy and adequacy of the design, dimensions, elevations and any other elements which shall be confirmed and correlated at the work site. The Department through the approval of this document, assumes no responsibility for the completeness and/or accuracy of the plans.

10. Permittee shall pay for the cost of signalization when signal warrants are met and signal installation is approved by the Colorado Department of Transportation, Region 1.
11. Construction Plans must be approved by the Colorado Department of Transportation, Region 1, prior to the issuance of the Access Permit.
12. Signing and Striping Plans must be approved by the Colorado Department of Transportation, Region 1, prior to the issuance of an Access Permit.
13. Traffic Control Plans must be approved by the Colorado Department of Transportation, Region 1, prior to the issuance of an Access Permit.
14. Upon completion of the work, the Permittee/Contractor/Engineer shall submit an "As Built" plan, showing in detail all construction changes, modifications and revisions. All changes, modifications or revisions shall be stamped by a Colorado registered professional engineer.
15. Upon completion of the work, a letter certifying that all project materials, construction, inspection and workmanship was in accordance with the plans and applicable Department standard and specifications for Road and Bridge construction shall be submitted to the Colorado Department of Transportation, Region 1, Traffic Section, 18500 East Colfax Ave., Aurora, CO 80011. The certification letter must be signed and stamped by a Colorado registered professional engineer.
16. The Permittee must have available for review at the time of inspection and at the time of conditional acceptance, all documents relating to construction (ie: plans, project correspondence, materials testing and survey notes).

DATE:  
ACCESS PERMIT NUMBER 198028 - SHEET 4  
ISSUED TO: Wintergreen Homes

TERMS AND CONDITIONS (CONT'D)

17. In accordance with Section 2.9.7 of the State Highway Access Code, final acceptance of the access improvements by the Colorado Department of Transportation, Region 1, will be provided to the Permittee in writing two (2) years from the date of construction completion. If you have not received a final acceptance letter in two years please contact the Region 1 Access Manager at 303-757-9122.
18. It shall be the responsibility of the Permittee to verify the location of the existing utilities and notify all utility owners or operators of any work that might involve utilities within the State Highway right-of-way. Any work necessary to protect existing permitted utilities, such as an encasement will be the responsibility of the Permittee. Any damage or disruption to any utilities during the construction shall be the Permittee's responsibility and shall be repaired or replaced at no cost to the Department.
19. Areas of roadway and/or right-of-way disturbed during this installation shall be restored to their original conditions, to insure proper strength, drainage and erosion control.
20. All areas of the State Highway right-of-way disturbed during construction shall be covered with a minimum of 4 inches of top soil and re-seeded according to the Department's specifications for grass seed mix.
21. All work that requires traffic control shall be supervised by a registered professional traffic engineer or by a traffic control supervisor certified by the American Traffic Safety Services Association (ATSSA) or the Colorado Contractors Association (CCA). When flagging personnel are required, they shall be certified by the contractor in accordance with the Department standards.
22. The use of appropriate advanced warning and construction traffic control signs, flashers, barricades and flagging are required at all times during construction. These devices shall be located within the State Highway 9 right-of-way and be in conformance with the Manual on Uniform Traffic Control Devices, Part VI and other applicable standards.
23. The access width shall be as per the approved construction plans.
24. The access shall be constructed perpendicular to the travel lanes of State Highway 9 for a minimum distance of 50 feet, and shall slope down and away from the adjacent pavement edge at a rate of 2% grade for a minimum of 30-40 feet.

DATE:  
ACCESS PERMIT NUMBER 198028 - SHEET 5  
ISSUED TO: Wintergreen Homes

TERMS AND CONDITIONS (CONT'D)

25. The surfacing shall meet the Department's specifications with the following material placed for final grade: 10 inches ABC, Class 6 Base and 5 inches of Hot Bituminous Pavement (Grading C) placed in two (2) lifts, or an approved equivalent.
26. The existing asphalt adjacent to all new pavement shall be saw cut and removed a minimum of one foot back from the existing edge, or until an acceptable existing cross slope is achieved to assure a straight edge for the joint.
27. All culvert extensions shall meet or exceed the minimum Department requirements for roadway clear zone, as outlined in the AASHTO Roadside Design Guide.
28. Minimum cover for buried utilities shall be 48 inches.

COLORADO DEPARTMENT OF TRANSPORTATION  
**VARIANCE FROM THE STATE HIGHWAY ACCESS CODE**

State Highway No/Mp/Side <i>9/90.66/East</i>	Local jurisdiction <i>Summit County</i>	Region/Section/Patrol <i>01/05/12</i>	Permit No. (if approved) 198028
-------------------------------------------------	--------------------------------------------	------------------------------------------	------------------------------------

WHEN USED, THIS FORM SHALL BE ACCOMPANIED BY AN ACCESS PERMIT APPLICATION.

1. State specific reasons for this variance request. Documents verifying statements may be requested or should be provided with request. State specific sections of the State Highway Access Code from which this request seeks relief. (Additional sheets may be attached). If variance is temporary, state conditions which will change allowing the access to conform to the access code. If date is known when conformance can be achieved, provide that date.

Section 4.7.3 Acceleration Lane for Right Turning Vehicle. With the approval of this variance, the right turn acceleration lane is 380 feet with a 222 foot taper. For a speed limit of 55 mph the lane should be 960 feet with a 270 foot taper. The lane cannot be built to full length without widening an existing bridge which is approximately 400 feet north of the intersection. It should also be noted that if the acceleration lane is built to full length, the lane would merge into the thru lanes approximately 30 feet before the two thru lanes begin to merge together. (see attached sketch)

NOTICE: Providing false information to a government agency is punishable as perjury in the second degree, as well as being punishable under any other applicable state or federal laws.

This form submitted by (x) <i>[Signature]</i>	Date <i>2/18/98</i>
--------------------------------------------------	------------------------

ITEMS BELOW THIS LINE ARE FOR OFFICE USE ONLY.

2. Recommendation of local government authority. When local government has issuing authority, this recommendation must be signed by an authorized official.

(x)	Date
-----	------

3. Recommendation of the Region Traffic and Safety Engineer:

*I recommend approval of this variance. It is unreasonable to expect this developer to replace Str. F-12-AX to accommodate the construction of the acceleration lane. The proposed design will improve the traffic operations of the Tiger Run intersections, and is consistent with CDOT's SH 9 overlay project design.*

(x) <i>[Signature]</i>	Date <i>3-19-98</i>
------------------------	------------------------

4. Recommendation of the Section Maintenance Superintendent or ~~Region Access Coordinator~~ *Region Engineer*

*See two areas before. Overall safety is greatly improved, separates the accel lane from the eventual taper to two lane section. This simply adds extra area for accelerating cars above what exists today.*

(x) <i>[Signature]</i>	Date <i>3/19/98</i>
------------------------	------------------------

FINAL ACTION TAKEN BY THE REGION TRANSPORTATION DIRECTOR:

Having reviewed this variance request and all materials attached, I hereby  approve,  deny, this request for variance from the standards of the State Highway Access Code.

(x) <i>[Signature]</i>	Date <i>3/20/98</i>
------------------------	------------------------

# Exhibit F



August 9, 2017

TIGER RUN OWNERS ASSOC  
2140 S HOLLY ST  
DENVER CO 80222-5600

Dear Rae Morton:

Thank you for your inquiry concerning verification for the period of time service has been in your name at the address listed below.

Our records show the following:

<b>Customer Number:</b>	53-1293192-1
<b>Service Name:</b>	Tiger Run Owners Accoc.
<b>Service Address:</b>	85 Revett Dr., Breckenridge, CO 80424
<b>Service Dates:</b>	12/03/2003 to Current
<b>Service Type:</b>	Electricity

Xcel Energy is committed to working with you to provide quality customer service. If you have additional questions about your account, please call us at 1-800-895-4999 or visit us at our website [www.xcelenergy.com](http://www.xcelenergy.com).

Sincerely,

Xcel Energy  
Customer Contact Center

# Exhibit G

## TIGER RUN RECREATIONAL VEHICLE RESORT PLANNED UNIT DEVELOPMENT DESIGNATION

This Planned Unit Development Designation, to be known as Tiger Run Recreational Vehicle Resort PUD, hereinafter referred to as the "PUD Designation" was originally approved on December 11, 1995, by the Board of County Commissioners of Summit County, Colorado, hereinafter referred to as the "County", was revised on June 28, 2005, and is hereby revised on June 28, 2005 as of \_\_\_\_\_, 2018. This PUD Designation is for certain real property located in Summit County and described in attached Exhibit A1, hereinafter referred to as the "Resort" or the "Property." This designation establishes the general uses which shall be permitted on the Property, a general development plan and a statement of development guidelines and conditions which must be adhered to by the Tiger Run Owner's Association, Inc., (the "Association"), a Colorado non-profit corporation, Tiger Run Investments, Inc., a Colorado corporation, all owners of lots within the Property and their successors and assigns, collectively hereinafter referred to as the "Owners."

Where this PUD Designation does not address a specific development standard or requirement of the Summit County Land Use and Development Code, hereinafter referred to as the "Code", the provisions of the Code shall apply. Where the PUD Designation addresses a specific development standard or requirement, the provisions of this PUD Designation shall supersede the provisions of the Code.

### A. PERMITTED USES AND DEVELOPMENT PLAN

Use and development of the property shall be in accordance with the PUD Designation's Development Designation Plan, Plat Map, attached hereto as Exhibit B2; recorded Tiger Run Declaration; and the following specific requirements:

#### 1. Land Use

##### a. Permitted Uses and Density

Lots 1- 248, and Lots 397-400: 252 Park Home, and Recreational Vehicle sites, limited to one such building or recreational vehicle per site.

Lots 249-367: 119 Motorhome, Travel Trailer, Fifth Wheel Trailers, and Travel Camper sites, limited to one such Recreational Vehicle per site. The permitted uses on these lots may consist of a large concrete parking pad and one storage shed with concrete service access and a temporary picnic shelter.

Tract A: 4 2 Employee Housing units, Gift Shop, Administration building, and a general office.

Tract B: Storage related to the maintenance and upkeep of the Property provided that such storage is screened by a combination of the existing dredge piles and fencing.

Tract B: Tract B shall not be considered a Lot as defined herein and in the Tiger Run Declaration, as amended, but shall be subject to the remaining provisions of the Tiger Run Declaration. Tract B shall be subject to the County-wide Employee Restriction but shall not be subject to any employee housing covenants as contained in this document or the Tiger Run Declaration. Residency shall be permitted on a year-round basis and Tract B shall not be subject to any use-day number restrictions. Tract B may also contain one RV Pad. Please see Exhibit 3 for additional use restrictions as related to Tract B.

Tract C: Common area owned by the Tiger-Run-Homeowner's-Association, Inc. hereinafter referred to as the "Association", restrooms, a shower, and a laundry mat, and which contains

a fire pit and gathering space, and which may be used for other similar uses not provided for herein as may be approved in writing by the Summit County Planning Department, hereinafter referred to as the "Planning Department", in writing.

**Tract D:** A recreation building containing one employee apartment unit, common rooms, meeting rooms, community kitchen, public showers, bathrooms, laundry, vending machines, swimming pool, lobby, game room, and related recreational, storage and administrative facilities. A covered pavilion containing a commercial restaurant, picnic tables, barbeque grills, fireplaces, and other amenities for Property events, gatherings, parties and meetings. The pavilion may not exceed 4,000 square feet of floor area. Outdoor recreational amenities including, but not limited to, tennis courts, volley ball courts, basketball court, picnic areas, and play areas. A five (5) bay garage/workshop building for repair and storage of the Property's maintenance equipment and vehicles, properly contained and screened bulk fuel storage, and other activities related to the maintenance and upkeep of the Property and the Owner's Recreational Vehicles. Parking areas for the use of Owners and their guests while using the recreation building, pavilion, and other areas of the Property. The parking areas may also be used for additional parking for guests and Owners. The use of the permitted facilities on the Tracts C and D is limited to Owners and guests staying in the Property. The use of Tracts C and D shall not serve members of the general public and to the extent such use is minor in nature. There shall be no external advertisements of such events. The uses permitted in such area shall not be advertised anywhere other than within the Property or in Property advertising materials designed to attract short-term guests to the Property's. The restaurant in the pavilion shall not deliver or cater restaurant food or other related services outside of the Property.

**Tract E and Tract H:** Passive open space uses with full public access.

~~Tract F, Tract G and Tract I~~ **Tract F and Tract I:** Common area owned by the Association that may have storage sheds per the provisions of this PUD Designation and other similar uses not provided for herein as may be approved by the Planning Department in writing. Notwithstanding the foregoing, no Recreational Vehicle may be placed on such common area.

**Tract G:** Common area owned by the Association that may have storage sheds per the provisions of this PUD Designation and, other similar uses not provided for herein as may be approved by the Planning Department in writing, and a pump house for irrigation of the Property. Notwithstanding the foregoing, no Recreational Vehicle may be placed on such common area.

**Tract J:** Administration building (containing, which contains 2 Employee Housing units, an office, storage, and administration area for the Property's operations limited.

**Tract W:** Pursuant to 1,000 sq. ft. of total floor area the Stipulation and a retail area limited Settlement in Case No. 12CV534, all of the proposed land in Tract W shall be utilized for Association signage, an Association well and other related domestic water improvements, up to no more than 500 square feet 6 employee housing units under Section 3809.04 of floor area) the Development Code, and for utility purposes. Please see Exhibit 4 for additional use restrictions and conditions as related to Tract W.

**Total:** 371 Recreational Vehicle sites and 711 Employee Housing units, with the potential for more as outlined above.

Said site and units as permitted under this section shall not be considered single family units and shall not be considered density for the purposes of any transfer, conveyance or other utilizations of density rights under the Code.

**b.- Time Limits for Occupancy**

i. Occupancy Restrictions. The community, with the exception of the employee housing, is not intended to be a full time permanent resident community. No Owner, tenant or Owner's guest or any individual may occupy any single lot for more than 180 consecutive days nor more than 240 total days in any calendar year. At all times during which a Recreational Vehicle including, but not limited to, Motorhomes, Travel Trailers, Fifth Wheel Trailers, and Travel Campers are parked or maintained on a Recreational Vehicle Lot, such Recreational Vehicle shall be used and occupied subject to the occupancy restrictions herein. Recreational Vehicles shall not be stored on a Recreational Vehicle Lot in violation of Section (1)(e) Seasonal Storage.

ii. Resort Occupancy. All Lots in the Community shall be allocated a total of 240 use nights per year (the total number of nights in an 8 month period). These units nights may be allocated to the Owners in any manner deemed appropriate, but in no event shall the total occupancy of the resort community exceed 89,040 total nights (240 nights x 371 Lots). The Tiger Run Owners Association shall report to the County all rental Use Nights for Lots in the commonly managed rental pool (the "Rental Pool") on a quarterly basis.

i.iii. Time Limits on Occupancy on Lots 249--367

No Park Homes shall be allowed on the replat of Lots 249 --of Lots 249-367. Allowed Recreational Vehicles/Vehicles on Lots 249--367 may remain in the Property for no more than six (6) consecutive monthsone hundred (180) days or more than a cumulative total of eight (8) months in any calendar year.

~~e. Time Limits for Occupancy for Lots 1-248, and Lots 397-400~~

~~Occupancy of the Park Home and Recreational Vehicle sites within the Property is restricted to short term owner or renter occupancy with a limit of 180 consecutive days per individual or family, and no more than 8 cumulative monthstwo hundred forty (240) days in any calendar year per Owner or guest.~~

~~d.~~

c. No Time Limit for the Occupancy of Employee Units

Employee Housing units as permitted by this PUD Designation on Tract A, Tract D and Tract J may be occupied on full-time, year round basis.

~~e.~~

d. Mobile Homes Prohibited

Mobile or modular trailer homes or manufactured housing as defined under C.R.S. § 38-12-201.5(2) as being a single family dwelling unit built on a permanent chassis designed for long term residential occupancy and designed to be installed on a permanent foundation shall be prohibited on the Property Lots and under no circumstances will the Property a Lot be converted to or used as a Mobile Home Park as defined in C.R.S. § 38-12-201.5(3).

~~f.~~

e. Seasonal Storage

Storage trailers with boats, vehicles, snowmobiles, bicycles, etc. are permitted provided within the Property provided that such trailers are 1) parked on a designated concrete parking pad within the boundaries of a platted lot and not within one of the Tracts shown on Exhibit B2, and such storage does not exceed 180 consecutive days, and no more than 8 months in any calendar year.

**f. WiFi Antenna**

The Property is currently served by an existing WiFi Antenna system which was approved by the County pursuant to a conditional use permit. The current point-to-point wireless internet transmitters are located on the roof of the Clubhouse (which is located on Tract D). There are numerous other signal spreaders located throughout the Tracts and Lots in the community (which were all individually approved and permitted by the County). Going forward, point-to-point transmitters, signal spreaders and other wireless internet antenna, or the like, shall be permitted on all Lots and Tracts within the community as deemed necessary by the Association to provide wireless internet service to and throughout the community and shall become a permanent use right as stated herein.

**g. Snow Storage.**

The Property currently stores excess snow in various locations on site. The Association, in its snow removal activities may use a portion of the parcel adjacent to the Property owned by the county being an approximate 300' X 300' square commencing and the corner of Revette Drive and the Tiger Run Parking Lot running northerly and westerly. The Association may store snow no higher than the existing berm.

**2. Allowed Accessory Uses**

**a.-\_Storage Sheds**

One storage shed without a permanent foundation per lot with a maximum of 120 square feet of floor and a maximum wall dimension of 14 feet on any side. \_Storage units are restricted to the rear 35 feet of the lot and subject to all setbacks as further set out below; provided that lot owners may install storage sheds on those portions of Tracts F, G and I in accordance with the applicable requirements of this PUD Designation. \_Storage sheds shall be utilized for storage purposes only, as defined by section 3815 *et seq.* of the Code of the Code. Notwithstanding the preceding, one ski locker no larger than 18" deep by 36" across by 7' tall may be constructed on a Lot so long as the Ski Locker is attached to a structure on the Lots. Freestanding ski lockers shall not be permitted on any Lot in the Community.

**b.-\_Outdoor Storage on Lots**

Non-residential storage is prohibited on the lots. \_Residential storage is allowed subject to the provisions of the Code.

**c.-\_Decks, Porches and Related Accessory Uses**

Each ~~lot~~Lot may also have a deck, a porch, residential utility services, landscaping, outdoor entertainment amenities such as grills, picnic tables, entertainment areas, fireplaces, and other similar uses not described herein may be approved by the County Planning Department in writing. \_All such uses shall meet the applicable requirements of this PUD Designation, such as but not limited to the maximum site coverage and setback requirements.

**B. DEVELOPMENT STANDARDS**

## 1. Building Height

### a.- Height Limit for Buildings Central to the Operation of the RV Park

The building height for the administration building, free-standing employee housing units, the recreation building, the pavilion and other buildings central to the operation of the RV park shall have a maximum height of 30 feet as defined in Section 3505.06 of the Code.

### b.- Height Limit for Recreational Vehicles

~~Park Home and~~

Recreational Vehicle sites shall have a maximum building height of 17 feet.

## 2. Setbacks and Maximum Site Coverage

### a.- Setbacks

#### Lots 1 – 248 and 397 – 400

Front:—10 feet

Side:—\_\_\_\_\_3 feet

Rear:—\_\_\_\_\_3 feet

#### Lots 249 – 367

No setback is required for any development provided that development does not cross any platted lot lines, and a six (6) foot building-to-building setback is maintained.

Each Lot shall also be subject to a ten (10) foot easement from the front lot line for the storage of snow.

No building, structure or outdoor storage shall be located outside of the platted lots as depicted on the recorded plats of the Property, except for the specifically permitted uses and accessory uses as provided for in Section A.1 and A.2 of this PUD Designation.

### b.- Site Coverage

Lots 1 — 248 and 397 - 400 shall be limited to a maximum site coverage of 70% including but not limited to all structures, paving and other hard surface improvements.

Lots 249 — 367 shall be limited to a maximum site coverage of 90% including but not limited to a large concrete parking pad, one storage shed with concrete service access, and outdoor entertainment amenities such as grills, picnic tables, entertainment areas, and fireplaces.

## 3. Parking

For any new Recreational Vehicle development on Lots 1 – 248 and 397 — 400, one paved, 9' X 19'9" x 19' parking space per unit shall be provided within the boundaries of the ~~lot~~Lot under development. Such parking may be located in the snow storage easement along the front of each lot and may be established parallel to the lot frontage.

No parking of vehicles shall be allowed on any public road, common driveway, turnaround, or natural vegetation area, except for parking in one of the central parking areas within the Property.

#### 4. Common Area Landscape Buffer Areas

##### a.- Tract E Landscape Buffer

- i. The landscape buffers on Tract E shall be used and developed for the enjoyment of the Owners and their guests and shall be limited to landscaping, trails and other passive open space uses and for buffering and screening the Property from the State Highway 9 corridor.
- ii. The Upper Blue Planning Commission and the Board of County Commissioners approved a site plan for the removal of the dredge tailings under Planning Case #97-141, recorded at Reception Number 555-706. Any modification to such approved plan, must first be approved by the Planning Department by the site plan modification process outlined in the Code, or the party responsible for any unauthorized modification must restore the Property to conformity with the approved site plan within sixty (60) days of written notice from the Planning Department. The landscaping approved under the original site plan and any modifications to such plan shall be maintained by the Owners, including but not limited to irrigation as needed, pruning, thinning and removing and replacing dead or diseased trees.

#### 5. Sign Program

All signage within the Property shall conform to the ~~County's~~County's Sign Regulations as set forth in the Code.

#### 6. Lighting

All exterior lighting shall be designed and installed so that such lighting is downward projected and utilizes shielded luminaries. Lighting shall be the minimum necessary for the use required and shall comply with the ~~County's~~County's Lighting Regulations as set forth in the Code. One "globe light" with a low wattage bulb shall be allowed per each Recreational Vehicle site. Exterior lighting shall not include lighting that is installed as a component of any Recreational Vehicle (e.g. headlights, tail lights, running lights, etc.)

#### 7. Conformance with the Building Code

Park Homes or additions or remodels thereto, and any other construction within the Property shall meet all applicable standards of the adopted Building Code in effect on the date of the approval of the permit.

Prior to the adoption of this PUD, certain improvements or additions may have been incorporated into structures on the ~~lots~~Lots without first obtaining building permits. To the extent that such construction occurred prior to the adoption of this PUD, such structures or improvements shall be considered legal non-conforming structures, as designated by the Summit County Building Department and the Summit County Planning Department. The County, in cooperation with the Association, has developed a list of these legal non-conforming structures as shown in Exhibit D-5. If the Owner of any lot subsequently obtains a building permit for any improvements, that Owner must correct any non-conformity and bring such structure fully into compliance with the applicable Building Code. Nothing herein shall be deemed to limit, waive or estop the ability of the Building Department to inspect and require corrections to any existing structure or improvement if the Building Department determines that such structure poses a threat to the

health, safety or welfare of the public or any Owner, and all parties to this document consent to the exercise of such authority.

#### 8.- Wetlands/Water Quality

All Lots are fully developed. However, any new re-development of lots Lots within the Property shall comply with all requirements for wetland and water quality protection pursuant to Chapter 7 of the Code except that the Planning Department is the Review Authority to determine if soil disturbance within the wetland setback may be allowed per the criteria and provisions of the Water Quality Control Regulations. It is acknowledged that land within the Property was platted prior to the enactment of the Water Quality Control Regulations and some ~~lots~~ Lots located along the Swan River may have limited use by an Owner if a 25 foot wetland setback is applied. In such cases where a strict application of the Water Quality Control Regulations would significantly impair or limit the use of an ~~Owner's~~ Owner's lot, the Planning Department may allow for soil disturbance in the wetland setback and other variances to the Water Quality Control Regulations provided that mitigation procedures under Section 7105.05 of the Water Quality Control Regulations are adopted to the fullest extent reasonably possible. An Owner seeking such soil disturbance shall submit to the Planning Department an application per the Water Quality Control Regulations.

#### 9.- Definitions

*Colorado Room* shall mean ~~a pre-constructed~~ an addition to the living area of a Park Home, as defined below, that is physically attached to such structure and which is also mobile or readily portable. The maximum outside dimensions-width of any Colorado Room shall not exceed twelve (12) by thirty-two (32) feet and shall not exceed three hundred eighty four (384) square feet. All dimensions shall be measured at the exterior of the Colorado Room and shall not include any eaves or overhangs. The Colorado Room must be set back a minimum of six (6) feet from the front vertical plane of any Park Home. All Colorado Rooms must meet the standards required for residential construction established by the adopted Building Code and must be completely located outside any lot line setbacks and must further accommodate all required parking and utilities upon such lot.

*Deck* shall mean an exterior area constructed and intended for outdoor activities (grilling, eating, etc.), whether attached or detached to any Park Home or Colorado Room and must be completely inside any setbacks upon the lot. Decks may be constructed on site or factory built and may be open, covered, or screened, but may have no interior or exterior walls on such structure. Decks shall be designed and constructed to be Readily Portable, and shall not be treated as residential living space.

*Employee Housing* shall be defined by the Summit County Land Use and Development Code, and such housing shall be limited to use by the managers or employees of the Association and their immediate relatives and not by the general public.

*Fifth Wheel Trailers* shall mean a vehicular unit, mounted on wheels, designed to provide temporary living quarters for recreational camping, or travel use, of such size or weight as not to require special highway movement permits when towed by a motorized vehicle and shall be no greater in length, width or height than is permitted by State and Federal regulations.

*Motorhome* shall mean a vehicular unit designed to provide temporary living quarters for recreational, seasonal camping, or travel use built on or a permanently attached to a self propelled

motor vehicle chassis or on a chassis cab or van that is an integral part of the complete vehicle and shall be no greater in length, width or height than is permitted by State and Federal regulations.

**Park Home** shall mean a pre-constructed complete building unit without motive power that is constructed to: 1) meet the design standards of this PUD Designation, and 2) factory built standards of the Colorado Division of Housing Standards, or constructed to the Park Home standards outlined in the American National Standards Institute ("ANSI") 119.2 requirements, or 3) constructed to the IRC Code as approved for use in Summit County, Colorado. Park homes shall be fitted with axles and wheels suitable for towing or trailering, and be designed and used for single family, single unit occupancy by persons in temporary locations for recreational and/or seasonal use. Such units are manufactured in a factory or at a location other than the residential site of the completed Park Home and which units are not licensed as motor vehicles, but, are towed on wheels to the location and are readily portable. For the purposes of this PUD, Park Homes shall be limited to a maximum exterior dimension of fourteen (not exceed 14) feet by thirty-eight (38) in width and shall not exceed a total area of Five hundred thirty two (532) square feet and. All dimensions shall be measured at the exterior of the park home and shall not include any eaves or overhangs must be completely located upon the lot per the applicable requirements of this PUD Designation. All Park Homes must be constructed to the standards required for residential construction established by the adopted Building Code.

**Porch.** Porches shall only be constructed upon a slab on grade foundation, but shall not include such foundation, whether attached or detached to any Park Home, and must be completely inside any setbacks upon the lot, and shall adhere to all applicable requirements of the Building Code. Porches shall be designed and constructed to be Readily Portable. Porches shall not have partitions, rooms, plumbing, heating or ventilating equipment, or cooking facilities, and shall not be treated as residential living space. Porches may be constructed only if 1) the equal maximum outside dimensions do not exceed the maximum permitted dimensions of the Colorado Room and 2) the enclosure's wall surface area has a minimum of 60% glass (40% maximum solid surface area) or Park Home.

**Readily Portable** shall mean that a deck or other improvement as permitted by this PUD Designation can be removed/removable within 36 hours.

**Recreational Vehicle** shall mean Park Homes, Fifth Wheel Trailers, Travel Trailers; Travel Campers; and other similar types of mobile residential units or dwelling units and attached equipment which are mobile and not permanently affixed to any realty but are not self propelled. Recreation Vehicles shall not include pop-up campers, tents or other similar shelters used primarily for short-term camping and recreational use.

**Travel Camper** shall mean a portable unit constructed to provide temporary living quarters for recreational, travel or camping use, consisting of a roof, floor and sides designed to be loaded onto and unloaded from the bed of a pick-up truck, and shall be no greater in length, width or height than is permitted by State and Federal regulations.

**Travel Trailer** shall mean a vehicular unit, mounted on wheels, designed to provide temporary living quarters for recreational camping, or travel use, of such size or weight as not to require special highway movement permits when towed by a motorized vehicle and shall be no greater in length, width or height than is permitted by State and Federal regulations.

### C. REQUIRED IMPROVEMENTS

## 1. Access

Access to the ~~property~~Property and to all building sites shall be provided by roads built to applicable County standards. No change or relocation of roads or easements shall occur without County review and full compliance with County Road and Bridge Standards. All access roads and driveways in the Property shall be maintained by the Owners or designated agents or assigns. All existing roads were previously built to County Road and Bridge Standards existing at the time of construction. Thus, any changes in the standards shall not impact the existing roads.

## 2. Water Systems

~~Adequate potable and irrigation water shall be supplied by the Swans Nest Metro District or its successors or assigns. The Owners shall supplement the existing water supply at their expense if the existing water supply becomes inadequate to provide irrigation water, for the landscaping buffers as required by this PUD Designation.~~

The Association currently has in place a potable and irrigation water system which serves the community. Maintenance of the Water System shall be as set forth in the Declaration.

## 3. Sewer Systems

A. ~~Sewer disposal is provided by the Breckenridge Sanitation District ("District").~~

B. ~~Tiger Run Investments, Inc., hereinafter referred to as "MU", shall install a backup lift station system was previously installed in the lift station to the satisfaction of Community and approved by the District by September 30, 2005. Such backup lift station is still in place and will remain in place.~~

C. ~~The installation of decks, Recreational Vehicle pads, Park Homes, Colorado Rooms or other permanent improvements upon the main Breckenridge Sanitation District line or accompanying easement for the same, as approximately shown in Exhibit C3, shall first require the written approval of the District. Such line is subject to an easement recorded at Reception Number 584163, hereinafter referred to as the "Easement". The provisions of this PUD do not in any way abrogate the terms of the Easement, expressly or implicitly, and all property owners potentially affected by this easement should obtain a copy of such to be aware of the terms contained therein.~~

D. ~~It is acknowledged and understood that the Property has numerous utility easements that, in certain instances, run through the center of the lots, and that RVs as permitted by this PUD may lie over such easements. Each property owner should review the plats and other documents of record and understand the potential implications of owning or installing a Park Home or an addition thereto over such an easement (potential removal of the Park Home and any associated improvements, etc.).~~

~~The E. Unless such maintenance obligations are assumed by the Association pursuant to a written Resolution of the Board, the Owners shall maintain the sewer lines and the sewer system within the Property, except for any sewer line that is maintained by the Breckenridge Sanitation District.~~

## 4. Fire Protection

The entire property is located within the Red, White & Blue Fire Protection District the ~~("District").~~ All development on the ~~property~~Property shall meet all fire protection requirements of the District or its successors or assigns. All buildings meet any applicable regulations of the District.

## 5. Utilities and Easements

All new utility lines shall be installed in full accordance with the standards of each utility provider and County Subdivision Regulations. Easements for all utilities shall be shown on each final plat. No change in utility easements shall occur without County review and compliance with all applicable standards.

## 6. Storage Sheds and Dumpster Enclosures

All outdoor storage on Tracts B, D and J, and all dumpsters shall be screened by ~~September 5, 2005, with the plans for such screening reviewed and~~ approved by the Planning Department. Any additional storage areas desired by the Association on Common Areas that are visible to adjacent properties and members of the general public shall first be approved by the Planning Department as an administrative staff level review prior to the installation or use of such storage areas. If such storage includes bulk fuel storage, such storage shall be properly contained within a concrete fuel containment basin, or other type of material as approved by the Planning Department, designed in accordance with applicable laws. ~~The existing bulk fuel storage on Tract B shall be contained within a fuel containment basin designed in accordance with the provisions of this PUD Designation and applicable laws no later than September 1, 2005.~~

## 7. Site Plan Modification to the State Highway 9 Landscaped Buffer

~~It is recognized that TRI removed dredge tailings and modified the landscape buffer on Tract E and also modified the northern side of the landscaping berm located on the western side of the Property. Prior to July 15, 2005, TRI shall submit for a site plan modification for these activities, including but not limited to a site plan showing the proposed modifications, a landscaping plan, irrigation plan, administrative review fee and site plan improvements agreement. Once approved by the Planning Department, TRI shall implement this Plan by September 1, 2005.~~

## D. IMPLEMENTATION

### 1. Platting Requirements

As of the Effective Date of this PUD Designation, all land within the Property has been platted in accordance with the ~~County's~~ County's Subdivision Regulations.

### 2. Site Plan Requirements

Site plans shall be submitted in accordance with the provisions of this PUD and pursuant to all requirements of the Code.

## E. GENERAL PROVISIONS

### 1. Enforcement

The provisions of this PUD Designation relating to the use of land and the location of Common Area Landscape Buffers and other obligations of the Owners or ~~TRI~~ the Association relating to employee housing units, inspections and other land uses shall run in favor of Summit County and shall be enforceable at law or in equity by the County without limitation on any power or regulation otherwise granted by law. Other provisions of this PUD Designation and ~~they~~ may delegate powers delegated to the Association under the Property a recorded Declaration of Covenants, ~~to~~. To the extent such powers are consistent with this PUD designation and appear in the recorded covenants, such obligations shall run in favor of the residents, occupants,

Association and Owners of the Property, but only to the extent expressly provided in, and in accordance with the terms of this PUD Designation and the Covenants. PUD Designation provisions. Powers not expressly stated as running in favor of the residents, occupants or specifically delegated to the Owners and the Association shall run in favor of remain with the County.

## **2. Breach of Provisions of PUD Designation**

If at any time any provision or requirements stated in this PUD Designation are breached by the Owners the County may withhold approval of any or all site plans or plat maps, or the issuance of any or all grading or building permits or occupancy permits applied for ~~on~~ by the Property Owner as to that Lot only until such breach has been remedied; provided, however, that the County shall not take affirmative action on account of such breach until it shall have first notified the responsible Owner(s) in writing and afforded the responsible Owner(s) a reasonable opportunity to remedy the same. The County shall not withhold for any Lot which is compliant with the terms and conditions of the PUD Designation.

## **3. Binding Effect**

The PUD Designation shall run with the land and be binding upon the Owners, their respective successors, representatives and assigns, and all persons who may hereafter acquire an interest in the Property or any part thereof, with the exception that provisions of this PUD Designation may be modified through an amendment in accordance with the procedure stated in the County Development Review Procedures. This PUD Designation shall be recorded in order to put prospective purchasers or other interested persons on notice as to the terms contained herein.

## **4. Amendments**

Amendments to the provisions of this PUD Designation shall be reviewed and acted upon as a rezoning application, subject to the ~~County's~~ County's procedures for zoning amendments and to the requirement for findings under the Planned Unit Development Act of 1972 at CRS 24-67-106(3)(b).

## **5. Notices**

All notices required by this PUD Designation shall be in writing and shall be either hand-delivered or sent by certified mail, return receipt requested, postage prepaid, as follows:

Board of County Commissioners  
PO Box 68  
Breckenridge, CO 80424

Tiger Run Owners Association, Inc.  
~~1945 Gaylord Place~~  
~~Thornton, CO 80241~~

~~Tiger Run Investments, Inc.~~  
~~85 Tiger Run Road~~  
~~Breckenridge, CO 80424~~



TIGER RUN Investments OWNERS  
ASSOCIATION, INC.,

\_\_\_\_\_

A Colorado nonprofit corporation

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

Its: \_\_\_\_\_

ATTEST:

\_\_\_\_\_

Printed Name: \_\_\_\_\_

**APPROVAL OF AMENDMENTS**

The foregoing planned unit development designation amends and supercedes the Tiger Run RV Park as approved and signed by the Summit County Board of County Commissioners on:

<b><u>Date of Modification</u></b>	<b><u>Reception Number</u></b>	<b><u>Resolution Number</u></b>

The foregoing planned unit development designation supercedes all previous planned unit development documents and designations covering the real property included within the foregoing. To the extent that the provisions of the foregoing are the same in substance to the provisions of earlier approved versions of such planned unit development designations, they shall be considered as continuations thereof and not new enactments. Copies of the original Planned Unit Development Designation and the amendments noted above are available from the Summit County Clerk and Recorder.

**ADOPTED THIS      DAY OF      , 2018.**

**COUNTY OF SUMMIT**  
**STATE OF COLORADO**  
**BY AND THROUGH ITS**  
**BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
**, Chairman**

**ATTEST:**

\_\_\_\_\_  
**, Clerk & Recorder**

**EXHIBIT 1**  
**Legal Description**

**EXHIBIT 2**  
**Plat Map**

# Exhibit 3

District Court, Summit County, Colorado P.O. Box 269, Breckenridge, CO 80424 (970) 453-2272	DATE FILED: June 22, 2017 8:52 PM FILING ID: 35553C76EE5D CASE NUMBER: 2014CV30238
Plaintiff: WHITT FAMILY PARTNERS, LLC v. Defendant: TIGER RUN OWNER'S ASSOCIATION v. Third-Party Defendants: JACK WHITT; RUSSELL WHITT; LISA WHITT; TIGER RUN INVESTMENTS, INC.; FLAGSTAR BANK; PUBLIC TRUSTEE OF SUMMIT COUNTY, CO; SUMMIT COUNTY HOUSING AUTHORITY; SUMMIT COUNTY; and all unknown persons who may claim any interest in the subject matter of this action.	COURT USE ONLY
<u>Attorney for Plaintiff and the Whitt Parties:</u> Leonard M. Gelman #030967 6662 E. Ithaca Place Denver, CO 80237 (970) 389-5333 <a href="mailto:lee@gelmanlegal.com">lee@gelmanlegal.com</a>	Case Number: 2014CV030238  Div: K
<b>JOINT MOTION TO ENTER SETTLEMENT DOCUMENTS</b>	

Plaintiff and the Whitt Parties, by and through their attorney, and at the request of all parties to the case, hereby request that this Court enter the following documents. Once entered, this case will be completed concluded. The following documents are filed with the following requests of the Court:

1. Decree Quieting Title: *Court signature is required on this document.*
2. Settlement Stipulation: *Court signature is required on this document.*

Please note – this Stipulation has two attachments: the Decree Quieting Title (above), and a Workforce Housing Restrictive Covenant. The Covenant does not require Court signature. The Stipulation also has 3 separate signature PDFs.

3. Release of Lis Pendens: *Court signature is required on this document.* Once the requisite 49 days post-judgment has expired, and no objections received or

outstanding, the Clerk is empowered to certify as such and this document will be recorded with the Clerk and Recorder's Office for Summit County.

Respectfully submitted this 22d day of June 2017.

*/s/ Leonard M. Gelman*  
*(original signature on file w/ firm)*  
Leonard M. Gelman, #030967

**CERTIFICATE OF SERVICE**

I, the undersigned, do hereby certify that on the 22d day of June 2017, a copy of the foregoing document was sent via ICCES on the following:

Jeff Huntley, Esq.  
Keely Ambrose, Esq.  
Summit County Attorney's Office  
[keelya@co.summit.co.us](mailto:keelya@co.summit.co.us)

David A. Firmin, Esq.  
HindmanSanchez P.C.  
[dfirmin@hindmansanchez.com](mailto:dfirmin@hindmansanchez.com)

Daniel A. Sweetser, Esq.  
The Sweetser Law Firm, P. C.  
[dsweetser@sweetserlaw.com](mailto:dsweetser@sweetserlaw.com)

*/s/ Leonard M. Gelman*  
*(signature on file w/ firm)*  
Leonard M. Gelman

District Court, Summit County, Colorado <u>P.O. Box 269, Breckenridge, CO 80424 (970) 453-2272</u> Plaintiff: <b>WHITT FAMILY PARTNERS, LLC</b> v. Defendant: <b>TIGER RUN OWNERS ASSOCIATION</b> v. Third-Party Defendants: <b>JACK WHITT; RUSSELL WHITT; LISA WHITT; TIGER RUN INVESTMENTS, INC., a Colorado corporation; FLAGSTAR BANK; BILL WALLACE IN HIS CAPACITY AS PUBLIC TRUSTEE OF SUMMIT COUNTY, COLORADO; SUMMIT COMBINED HOUSING AUTHORITY; SUMMIT COUNTY; and all unknown persons who claim any interest in the subject matter of this action.</b>	DATE FILED: June 22, 2017 8:52 PM FILING ID: 35553C76EE5D4 CASE NUMBER: 2014CV30238  COURT USE ONLY  <hr/> Case Number: 2014CV030238  Div: K
<b>DECREE QUIETING TITLE</b>	

THIS MATTER is, in part, an in rem action for quieting title to real property known as Tract B according to the Tiger Run Resort Recreation Vehicle Park ("Resort") Plat recorded August 23, 1996, at Rec. No. 522046, and the Deed from TRI to Jack Whitt dated May 7, 1997, at Rec. No. 538756, as depicted in the records of the Clerk and Recorder, Summit County, Colorado (referenced herein as "Tract B").

This Court previously held and ordered that title to Tract B was quieted in Russell and Lisa Whitt.

In furtherance of this order, the Court hereby **ORDERS AND DECREES** that the following shall apply to Tract B and shall run with the land in perpetuity unless agreed to by the owner of Tract B:

1. Russell and Lisa Whitt were and are now the owners in fee simple absolute of Tract B as joint tenants with right of survivorship.
2. Flagstar Bank is the holder of a promissory note secured by that certain deed of trust recorded in the real property records for Summit County on January 15, 2004, at Reception No. 743732, which encumbers Tract B (the "Flagstar Deed of Trust") and which shall remain an encumbrance against Tract B.
3. Tiger Run Owners Association, Summit County, the Public Trustee of Summit County, and Summit County Combined Housing Authority, and any other person or entity (except as to the Flagstar Deed of Trust) are forever enjoined from asserting any claim, right, title or interest in or to ownership of Tract B or any part thereof, and any of the improvements thereon.

Signed this \_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
 The Honorable Judge Karen Romeo  
 District Court Judge

District Court, Summit County, Colorado P.O. Box 269, Breckenridge, CO 80424 (970) 453-2272	DATE FILED: June 22, 2017 8:52 PM FILING ID: 35553C76EE5D8 CASE NUMBER: 2014CV30238  COURT USE ONLY
Plaintiff: WHITT FAMILY PARTNERS, LLC v. Defendant: TIGER RUN OWNER'S ASSOCIATION v. Third-Party Defendants: JACK WHITT; RUSSELL WHITT; LISA WHITT; TIGER RUN INVESTMENTS, INC.; FLAGSTAR BANK; PUBLIC TRUSTEE OF SUMMIT COUNTY, CO; SUMMIT COUNTY HOUSING AUTHORITY; SUMMIT COUNTY; and all unknown persons who may claim any interest in the subject matter of this action.	Case Number: 2014CV030238  Div: K
<b>SETTLEMENT STIPULATION AGREEMENT BETWEEN SUMMIT COUNTY, THE WHITT PARTIES, AND TROA</b>	

THIS STIPULATION ("Stipulation" or "Agreement"), is made effective on May 25, 2017 by and between: Whitt Family Partners, LLC, Jack Whitt, Lisa Whitt, Russell Whitt, and Tiger Run Investments, Inc. (jointly the "Whitt Parties"); the Tiger Run Owners Association ("TROA"); Bill Wallace In His Capacity as Public Trustee of Summit County, Colorado and the Summit Combined Housing Authority, Summit County (collectively "Summit County"); and Flagstar Bank.

- A. The parties to this Agreement are all the parties to this case (the "Lawsuit"). The Lawsuit addressed, among other things, the use restrictions and ownership of a parcel of land, together with its current improvements, in the Tiger Run Resort Recreation Vehicle Park ("Resort").
- B. This Agreement formalizes a prior memorandum of understanding between the Whitt Parties and TROA and also resolves the Lawsuit for all parties.
- C. The parties now desire to resolve all disputes between them and to release one another from all claims and obligations in relation to the Lawsuit, the use restrictions, and ownership of Tract B.

NOW, THEREFORE, in consideration of the foregoing premises and the respective covenants, conditions, agreements, and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows and the Court ORDERS:

1. **Payment by TROA:** TROA has already paid to the Whitt Parties \$148,000 which shall constitute a full, final and complete settlement of all claims concerning, or arising under, the "water contract" claims as referenced in the subject complaint or as could otherwise arise thereunder.
2. **Future Payment by TROA:** TROA shall reimburse the Whitt Parties Four Thousand Three Hundred Twelve Dollars (\$4,312) as a portion of the costs incurred by WFP and the Whitt Parties for the Special Master work on the case. Such amount shall be paid within seven (7) days of full execution of this Agreement.
3. **Ownership of Tract B:** Russell and Lisa Whitt are the legal owners of "Tract B (Staff Housing)" on the Tiger Run Resort Recreation Vehicle Park Plat, recorded August 23, 1996 at Rec. No. 522046, and the Deed from TRI to Jack Whitt, dated May 7, 1997 at Rec. No. 538756, as depicted in the records of the Clerk and Recorder, Summit County, Colorado (referenced herein as "Tract B"). A portion of Tract B contains a house and associated driveway and landscaping (collectively "Residence"). The parties consent to entry of the Decree Quieting Title, attached hereto as Attachment 1.
4. **Workforce Housing Restrictive Covenant and Agreement on Tract B:** Lisa and Russell Whitt and Summit County have entered the Workforce Housing Restrictive Covenant and Agreement Tract B, Tiger Run Resort dated June 6, 2017, attached hereto as Attachment 2 ("Restrictive Covenant"), which the County shall record in the records of Office of the Summit County Clerk & Recorder. This Restrictive Covenant is sometimes referred to as a County-wide Employee Restriction.
5. **Mortgage on Tract B:** Flagstar is the holder of a certain note secured by a deed of trust, recorded January 4, 2002 at Rec. No. 673039, which encumbers Tract B (the "Flagstar Deed of Trust."). The Flagstar Deed of Trust shall remain an encumbrance against Tract B and shall be enforceable in accordance with its terms. If the Deed of Trust is foreclosed, any foreclosure sale shall be made subject to this Restrictive Covenant.
6. **County Enforcement:** The County may fully enforce the Tiger Run RV Park Planned Unit Development Designation dated December 11, 1995 and recorded in the Office of the Summit County Clerk & Recorder at Reception No. 505498, as amended at the Resort, and in particular, on Tract B, except with respect to any historic nonconforming structures on Tract B or as otherwise provided herein.
7. **Designation of Tract B:** Tract B is governed by the PUD and by the Covenants, with certain exceptions as provided herein:

- a. Restrictive Covenant: Tract B shall be subject to the Restrictive Covenant, including the Residence and any Accessory Unit as provided herein.
- b. Days of Use: Tract B may be occupied year-round and shall not be subject to any days-of-use limitations within the Covenants or the PUD, as amended.
- c. Staff Housing: Tract B shall not be subject to any Staff or Resort employee housing restrictions within the Covenants or the PUD, and as amended.
- d. Lot: Tract B shall not be considered a "Lot" as that term is defined in the PUD and the Covenants, Section 2.8.
- e. Nonconforming Structures: The Residence does not conform to the definition of a "Park Home" in the Covenants or the PUD, and it is hereby excluded from such definition and from any restrictions or development standards related to a Park Home to which it is not currently in compliance. The Residence is forever exempt from coming into compliance with "Park Home" restrictions or development standards and need not come into compliance in the future as a prerequisite for any future building, rebuilding, replacement, development or redevelopment of Tract B or the Residence.
- f. Accessory Unit: "Accessory Unit" means any RV, Park Home or other residential dwelling unit developed or placed upon the Property other than the Residence. An RV parked on the Property that is not utilized for residential occupancy on the Property shall not be deemed an Accessory Unit. The Owner of the Property may modify, renovate, or eliminate the current driveway, deck, entertainment area, and side-yard in order to develop or locate an Accessory Unit on a portion of the Property by either: (a) the construction of an RV pad and utility hook-ups, and all other allowed accessory structures, as set forth in the Covenants and PUD, as amended or (b) the installation and building of a Park Home and all other allowed accessory structures in the Covenants and PUD, as amended. Such work to develop the Accessory Unit shall be approved regardless of any provision to the contrary in the PUD or Covenants provided it complies with all applicable buildings codes and standards, as well as applicable setbacks, building heights, and design standards as set forth in the Covenants and PUD, as amended;
- g. Garage. A garage and/or covered parking structure may be erected on Tract B, provided it complies with all applicable buildings codes and standards, as well as applicable setbacks, building heights, and design standards as set forth in the Covenants and PUD, as amended.

- h. Fence. TROA has no responsibility to build a fence on or adjacent to Tract B.
  - i. Payment of Assessments. Tract B shall be considered a single unit within the Resort for the purposes of the amount of monthly assessments of any dues or special assessments within the Resort. In the event an RV is placed on Tract B with hookups and occupied, or a Park Home is installed, the owner of Tract B shall pay a second amount of dues and special assessments applicable to other units within the Resort starting on the 1<sup>st</sup> day of the month immediately following the first use by an RV of all normal utilities or upon receipt of a certificate of occupancy for the Park Home.
  - j. Subdivision of Tract B. Neither the County nor TROA shall require Owner to subdivide the Property to place an RV or Park Home Accessory Unit on the Property. However, if the Owner desires to subdivide the Property, the parcel containing the Residence shall remain subject to the Restrictive Covenant and Owner shall enter a new county wide workforce housing restrictive covenant for the other parcel as a condition of the County's subdivision approval.
  - k. Rights as "Owners": The owners of Tract B shall have all rights as "Owners" within the Resort, as that term is defined in the governing documents for the Resort, as amended. This includes, but not limited to: use of the common areas; ingress and egress from the Resort; the provision of electric, gas, water, internet and snow removal and use and access to any future improvements made to the Resort the same as the use and access by any "Owner." Upon amendment of the Declaration, Tract B shall be included in the resort and the Owner shall have all rights as an Owner set forth above. Tract B shall be subject in all respects to any rules and regulations concerning the use of the Tiger Run community and amenities. Additionally, Tract B may not be used for any sort of corporate employee housing. The intent of this provision being that Tract B may not be sold to a corporation for the purpose of housing unrelated short term employees of the corporation.
  - l. Tract B Compliance with TROA Rules: Tract B shall be subject to the rules and regulations of the Association which shall be enforced evenly as to all lots and Tract B, unless as provided herein.
8. Dues and Assessments Prior to This Agreement: In December 2015, TROA notified Whitts that it would not accept payment for dues on Tract B and the December 2015 payment was returned. TROA has not accepted payment since that time and the Whitts are not responsible for those unpaid assessments. Whitts will begin paying dues again on Tract B upon full execution of this agreement and acceptance of the agreement by the Summit County Board of Commissioners.
9. PUD and Covenants Changes: Upon the next amendment, restatement, or modification of the Covenants and PUD for the Resort, TROA shall request that the County remove all current labels (whether "employee housing" or "staff housing") to Tract B and shall designate Tract B as subject to the County-Wide Employee housing as provided in the Restrictive Covenant.

10. Lis Pendens: The Lis Pendens recorded on Tract B shall be released as provided by C.R.S. § 38-35-110(2)).

11. Mutual Releases:

- a. *TROA Release*. TROA, with the intent of binding itself, any successors, assigns, agents and all owners within the Resort, does hereby release and forever discharge the County and each of the Whitt Parties, and each affiliated and related entity and company, department, staff, electors, subsidiaries, successors, assigns, attorneys, directors, officers, shareholders/members, agents, employees and representatives, and heirs, from any and all claims, demands, charges, obligations, damages, losses, causes of action, suits, and liability, whether now known or unknown, individually and/or collectively, from the beginning of time to the date of this Agreement, including all rights, claims, demands, charges, obligations, damages, losses, causes of action, and suits arising from, out of, or related to Tract B and all claims in the Lawsuit whether pursued or not pursued, under any law, constitution, rule, regulation, statute, ordinance, code, public policy, or common law theory, whether in tort, contract, equity, or otherwise.
- b. *County Release re: Whitt Parties*. The County, with the intention of binding itself, its departments, staff, electors, subsidiaries, affiliated and related entities and companies, does hereby release and forever discharge the Whitt Parties, and each affiliated and related entity and company, department, staff, electors, subsidiaries, successors, assigns, attorneys, directors, officers, shareholders/members, agents, employees and representatives, and heirs, from any and all claims, demands, charges, obligations, damages, losses, causes of action, suits, and liability, whether now known or unknown, individually and/or collectively, from the beginning of time to the date of this Agreement, including all rights, claims, demands, charges, obligations, damages, losses, causes of action, and suits arising from, out of, or related to Tract B and all claims in the Lawsuit whether pursued or not pursued, under any law, constitution, rule, regulation, statute, ordinance, code, public policy, or common law theory, whether in tort, contract, equity, or otherwise.
- c. *County Release re: TROA*. The County, with the intention of binding itself, its departments, staff, electors, subsidiaries, affiliated and related entities and companies, does hereby release and forever discharge TROA, and each affiliated and related entity and company, department, staff, electors, subsidiaries, successors, assigns, attorneys, directors, officers, shareholders/members, agents, employees and representatives, and heirs, from any and all claims, demands, charges, obligations, damages, losses, causes of action, suits, and liability, whether now known or unknown, individually and/or collectively, arising from, out of, or related to Tract B and all claims in the Lawsuit whether pursued or not pursued, under any law, constitution, rule, regulation, statute, ordinance, code, public policy, or common law theory, whether in tort, contract, equity, or otherwise.

- d. *Whitt Parties Release.* The Whitt Parties, with the intention of binding itself, its successors and assigns, does hereby release and forever discharge the County and TROA, and each affiliated and related entity and company, department, staff, electors, subsidiaries, successors, assigns, attorneys, directors, officers, shareholders/members, agents, employees and representatives, and heirs, from any and all claims, demands, charges, obligations, damages, losses, causes of action, suits, and liability, whether now known or unknown, individually and/or collectively, from the beginning of time to the date of this Agreement, including all rights, claims, demands, charges, obligations, damages, losses, causes of action, and suits arising from, out of, or related to Tract B and all claims in the Lawsuit whether pursued or not pursued, under any law, constitution, rule, regulation, statute, ordinance, code, public policy, or common law theory, whether in tort, contract, equity, or otherwise.
- e. *Acknowledgment of Release.* The parties agree that each has accepted the consideration recited in this Agreement as a complete compromise of the released claims set forth above (the "Released Claims"), which involve disputed issues of law and fact. This Agreement has been duly executed and delivered by each party and constitutes a valid and binding agreement upon each party, enforceable against every other party in accordance with its terms. Each party represents and warrants that it has not sold, assigned, granted or transferred to any person or legal entity any claim, demand, judgment or cause of action encompassed by this Agreement, and that it has not, to the best of its knowledge, made any agreements or performed any acts related to the Released Claims that could give rise to a claim by any other person, firm or legal entity against another party to this Agreement. Each party expressly accepts and assumes the risk that the law or facts with respect to the Released Claims may be other than, or different from, the law and facts now believed by any of the parties to be true, and the parties understand the risk of potential future damages whether known or unknown, each party expressly agrees that this Agreement shall be and remain effective notwithstanding any such difference or damages.
- f. *Complete Compromise; No Admission.* This Agreement is intended as a full settlement and compromise of each, every and all of the Released Claims and any causes of action or claims for damages, of every kind and nature which either party ever had, now has, or may have in the future with respect to the Released Claims. No such claim, demand, action, or cause of action, whether known or unknown or suspected or unsuspected to the parties is reserved. Each of the parties expressly waives any and all defenses, rights and benefits which that party may have or which may be derived from the provisions of applicable law which may otherwise limit the extent of this Agreement. The parties agree that the consideration described in this Agreement and the execution of this Agreement is done entirely for the purpose of compromise and settlement of a disputed claim. Neither the payment of such sums nor the compromise and settlement of such claims shall be construed as an admission of liability on the part of any party, by

whom liability is expressly denied. In executing and delivering this Agreement, each of the parties relies wholly upon that party's (and that party's consultants') own judgment, knowledge and belief as to the nature and extent of damages and loss which have or may have been sustained, or may be sustained in the future, and, as to the questions of liability involved, each of the parties have had the benefit of legal counsel of that party's own choosing, and none of the parties have been influenced by any representations, statements, or warranties made by any other party, or by any agent or other person representing such party, concerning the nature, extent or duration of said damages, or losses, or the legal liability therefore.

12. **Continued Cooperation:** The parties shall cooperate with each other to execute any and all additional documents and modification of existing documents in order to effectuate this Agreement.
13. **Attorney Fees and Costs:** The parties waive all attorney fees incurred in this case and all costs unless otherwise specified. Should any party breach any of the material terms or conditions of this Agreement, the prevailing party in any proceeding brought to enforce this Agreement shall be entitled to recover its costs and reasonable attorney's fees.
14. **Special Assessments:** In the event TROA seeks to recover any of its losses, costs and/or attorney fees it incurred in this matter from the Owners at the Resort, it must comply with CCIOA, § 38-33.3-123(1)(d)(II).
15. **Merger.** This Agreement contains the sole and entire agreement and understanding of the parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments and understandings related hereto are merged herein and superseded by this Agreement. No provision hereof may be waived or modified unless done so in writing signed by all of the parties hereto. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. Each and every Attachment hereto is incorporated herein by this reference.

**Summit County:**

\_\_\_\_\_  
By: Scott Vargo, County Manager

**TROA:**

\_\_\_\_\_  
By: Don Adoue

**The Whitt Parties:**

\_\_\_\_\_  
By: Russell Whitt

**The Sweetser Law Firm, P. C**

\_\_\_\_\_  
Attorney for Flagstar Bank

**THIS STIPULATION IS ENTERED AND ORDERED THIS \_\_\_\_ DAY OF JUNE 2017.  
THE CASE IS DISMISSED.**

\_\_\_\_\_  
District Court Judge

Summit County:



Approved as  
to form

FC  
Legal

By: Scott Vargo, County Manager

TROA:

\_\_\_\_\_  
By: Don Adouc

The Whitt Parties:



DATE FILED: June 22, 2017 8:52 PM

FILING ID: 35553C76EE5D8

CASE NUMBER: 2014CV30238

By: Russell Whitt

The Sweetser Law Firm, P. C

\_\_\_\_\_  
Attorney for Flagstar Bank

THIS STIPULATION IS ENTERED AND ORDERED THIS \_\_\_\_ DAY OF JUNE 2017.  
THE CASE IS DISMISSED.

\_\_\_\_\_  
District Court Judge

**Summit County:**

**The Whitt Parties:**

\_\_\_\_\_  
By: Scott Vargo, County Manager

\_\_\_\_\_  
By: Russell Whitt

DATE FILED: June 22, 2017 8:52 PM

FILING ID: 35553C76EE5D8

CASE NUMBER: 2014CV30238

**TROA:**

**The Sweetsier Law Firm, P. C**

  
By: Don Adouc

\_\_\_\_\_  
Attorney for Flagstar Bank

THIS STIPULATION IS ENTERED AND ORDERED THIS \_\_\_\_ DAY OF JUNE 2017.  
THE CASE IS DISMISSED.

\_\_\_\_\_  
District Court Judge

**WORKFORCE HOUSING RESTRICTIVE COVENANT AND AGREEMENT**  
**TRACT B, TIGER RUN RESORT**

June 22, 2017 8:52 PM  
FILING ID: 35553C76EE5D8  
CASE NUMBER: 2014CV30238

**THIS WORKFORCE HOUSING RESTRICTIVE COVENANT AND AGREEMENT TRACT B, TIGER RUN RESORT ("Restrictive Covenant") is made and entered into this 6<sup>th</sup> day of June, 2017, by and between Lisa Whitt and Russell Whitt (collectively the "Whitts") and the Board of County Commissioners of Summit County, Colorado ("County").**

**RECITALS**

**WHEREAS, the Whitts own that certain real property generally known as Tract B Tiger Run Resort, which is more fully described in Section 1 of this Restrictive Covenant and referred to herein throughout as the "Property"; and**

**WHEREAS, the Property is subject to the Tiger Run RV Park Planned Unit Development Designation dated December 11, 1995 and recorded in the Office of the Summit County Clerk & Recorder at Reception No. 505498, as amended ("PUD") zoning designation created pursuant to the County's Land Use and Development Code ("Code"); and**

**WHEREAS, pursuant to the 2005 PUD amendment, the Property's permitted use was designated as "4 Employee Housing units" and use of the Property was limited to "managers or employees of the Association and their immediate relatives and not the general public"; and**

**WHEREAS, at the time of the 2005 PUD amendment, one or more of the Whitts occupied the Property and managed or were employed by the Association; and**

**WHEREAS, at this time the Whitts continue to occupy the Property and one or more of them continue to be employed full time within Summit County but no longer as a manager or employee of the Association; and**

**WHEREAS, due to this change in circumstances and to facilitate resolution of pending litigation regarding the Parties' respective rights pertaining to the Property, the Parties desire to create a valid and enforceable restrictive covenant running with the land assuring that the Property will henceforth be used solely for county-wide workforce housing purposes by a "Qualified Occupant" as defined herein, which definition the Whitts currently satisfy due to one or more of them being employed at least 30 hours per week by a business operating in Summit County; and**

**WHEREAS, the County and the Whitts agree that this Restrictive Covenant, upon execution and recordation, satisfies the intent of the PUD with regards to the use of the Property.**

**NOW, THEREFORE, in consideration of the foregoing Recitals, which are hereby incorporated into the Restrictive Covenant below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Whitts, and the County hereby declare, covenant and agree as follows:**

## TERMS

1. Property Subject To Covenant. This Restrictive Covenant applies to the following real property located in Summit County, Colorado and legally described as follows:

**Tract B, Tiger Run Resort Recreational Vehicle Park According to the Plat Thereof Filed August 23, 1996 Under Reception No. 522046 and Subject to the Third Amended and Restated Declaration of Covenants and Restrictions for Tiger Run Resort Recreation Vehicle Park Thereto Recorded September 20, 1993 Under Reception No. 452264, Summit County, Colorado**

2. Definitions. As used in this Restrictive Covenant:

"Property" means the real property described in Section 1 of this Restrictive Covenant.

"Qualified Occupant" means:

- (a) a person 18 years of age or older who, during the entire period of his or her occupancy of the Property, works for one or more businesses operating in the County, by working in the County at or for such business an average of at least 30 hours per week on an annual basis, together with such person's spouse, partner, children, and dependents, if any;
- (b) a person 55 years of age or older who, during the entire period of his or her occupancy of the Property, works for one or more businesses operating in the County, by working in the County at or for such business an average of at least 15 hours per week on an annual basis, together with such person's spouse, partner, children, and dependents, if any;
- (c) a person in subsection (a) or (b) who becomes disabled after commencing lawful occupancy of the Property such that he or she cannot work the required number of hours each week required by this Restrictive Covenant; or
- (d) a person who is approved in writing by the County, which approval shall be based upon criteria including, but not limited to, total income, percent of income earned within the County, place of voter registration, place of automobile registration, and driver's license address and other qualifications established by the County from time to time, together with such person's spouse, partner, children, and dependents, if any.

"Owner" means a person whose name is primary on the title of record for the Property.

"SCHA" means the Summit Combined Housing Authority, which, for purposes of this Restrictive Covenant, may be acting as an authorized agent for Summit County.

**"Residence"** means the residential dwelling unit now existing on the Property, as such may in the future be modified or replaced.

**"Accessory Unit"** means any RV, Park Home or other residential dwelling unit developed or placed upon the Property other than the Residence. An RV parked on the Property that is not utilized for residential occupancy on the Property shall not be deemed an Accessory Unit.

**3. Occupancy Restriction.**

- (i) The Residence shall be used and occupied by at least one Qualified Occupant. If the Residence is leased to a Qualified Occupant, in no event shall such lease(s) be for a term of less than six months.
- (ii) An Accessory Unit shall be used and occupied by at least one Qualified Occupant other than the Qualified Occupant of the Residence pursuant to a lease for a term of not less than six months.
- (iii) The Residence and the Accessory Unit may each be rented from the Qualified Occupant for no more than 21 days in any calendar year.

**4. Use and Development of the Property.** The Parties intend that the restrictions and requirements set forth in this Restrictive Covenant shall be interpreted to supersede those of the PUD as currently written. The Parties further agree the Property may be used and developed as follows:

- a. The Property may be occupied year-round and shall not be subject to any days-of-use limitations within the PUD, as amended.
- b. The Property shall not be subject to any Staff or Resort employee housing restrictions under the PUD.
- c. The Residence is forever exempt from coming into compliance with "Park Home" restrictions or development standards and need not come into compliance in the future as a prerequisite for any future building, rebuilding, replacement, development or redevelopment of the Property or the Residence.
- d. The Owner of the Property may modify, renovate, or eliminate the current driveway, deck, entertainment area, and side-yard in order to develop or locate an Accessory Unit on a portion of the Property by either: (a) the construction of an RV pad and utility hook-ups, and all other allowed accessory structures, as set forth in the Covenants and PUD, as amended or (b) the installation and building of a Park Home and all other allowed accessory structures in the Covenants and PUD, as amended. Such work to develop the Accessory Unit shall be approved regardless of any provision to the contrary in the PUD or Covenants provided it complies with all applicable buildings codes and standards, as well as applicable setbacks, building heights, and design standards as set forth in the Covenants and PUD, as amended;
- e. A garage and/or covered parking structure may be erected on the Property, provided it complies with all applicable buildings codes and standards, as well as

applicable setbacks, building heights, and design standards as set forth in the Covenants and PUD, as amended.

- f. The County shall not require Owner to subdivide the Property to place an RV or Park Home Accessory Unit on the Property. However, if the Owner desires to subdivide the Property, the parcel containing the Residence shall remain subject to this Restrictive Covenant and Owner shall enter a new county wide workforce housing restrictive covenant for the other parcel as a condition of the County's subdivision approval.

5. Resale of the Property.

- (i) In the event that Owner desires to sell the Property, Owner shall provide to the County and SCHA written notice of the Owner's intent to sell the Property ("Notice of Intent").
- (ii) Once the Property is made available for sale, it shall be expressly advertised as available for use to those persons who meet the qualifications in Section 3 herein.
- (iii) Each new Owner, upon acceptance of a deed to the Property, shall be personally obligated hereunder for the full and complete performance and observance of all covenants, conditions and restrictions contained herein during the Owner's period of ownership of the Property.
- (iv) Each and every conveyance of the Property, for all purposes, shall be deemed to include and incorporate by this reference, the covenants contained in this Restriction, even without reference to this Restriction in any document of conveyance.

6. Records; Inspection; Monitoring.

- (i) The County may examine, inspect and copy the Owner's records concerning the use and occupancy of the Property upon reasonable advance notice. The County may enter the Property to determine compliance with this Restrictive Covenant, but will first attempt to secure the permission of any occupant of the Property before making entry. The County's rights under this subsection may also be exercised by the County's authorized agent, including without limitation SCHA.
- (ii) The Owner will submit to the County any information, document or certificate regarding the occupancy and use of the Property which the County reasonably deems to be necessary to confirm the Owner's compliance with the provisions of this Restrictive Covenant.

7. Default; Notice. If the Owner fails to comply with this Restrictive Covenant, the County may inform the Owner by written notice of such failure and provide the Owner a period of time to correct such failure. If the failure is not corrected to the satisfaction of the County within the specified time, which will be at least 30 days after the date the County mails the written notice to the Owner, or within such further time as the County determines is necessary to correct the violation (but not to exceed any limitation set by applicable law), the County may without further notice declare a default under this Restrictive Covenant effective on the date of such declaration of default. The County may then proceed to enforce this Restrictive Covenant.

8. Equitable Relief. The County may specifically enforce this Restrictive Covenant. The County may obtain from any court of competent jurisdiction a temporary restraining order, preliminary injunction and permanent injunction to obtain specific performance. Any equitable relief provided for in this Section may be sought singly or in combination with such legal remedies as the County may be entitled to, either pursuant to the provisions of this Restrictive Covenant or under the laws of the State of Colorado.

9. Liquidated Damages. The Owner acknowledges that the unavailability of adequate employee housing within the County requires the expenditure of additional County funds to provide required governmental services and thereby results in an economic loss to the County. The County and the Owner further recognize the delays, expense and unique difficulties involved in proving in a legal proceeding the actual loss suffered by the County in such circumstance. Accordingly, instead of requiring such proof, County and Owner agree that Owner shall pay to County the sum of \$100 per day for each day in which the Property is not used in strict compliance with the provisions of Section 3 of this Restrictive Covenant. Such amount is agreed to be a reasonable estimate of the actual damages which the County will suffer in the event of a violation of Section 3 of this Restrictive Covenant. The provisions of this Section do not apply to any violation of this Restrictive Covenant other than a violation of Section 3. The liquidated damages shall commence as of the date on which the Property is first used in violation of Section 3 of this Restrictive Covenant, and not on the date when the County learns of such violation or on the date when the County gives notice of default as provided in Section 7. Further, the total amount of liquidated damages payable to the County under this Section may not exceed the then-current value of the Property. The liquidated damages provided for in this Section may be collected personally from the Owner by the Town, either singly or in combination with an action for equitable enforcement of this Restrictive Covenant as provided in Section 8 of this Restrictive Covenant. County may, in its discretion, waive the liquidated damages as provided herein and recover any actual damages suffered by County as a result of a breach of this Restrictive Agreement.

10. County Authority To Enforce. The restrictions, covenants and limitations created by this Restrictive Covenant are only for the benefit of the County. Only the County and, if applicable, SCHA, may enforce this Restrictive Covenant.

11. Enforcement in County Court. In addition to such other methods of enforcement as may be available to County, the County may enforce this Restrictive Covenant by bringing an appropriate action in the Summit County Court.

12. Waiver; Termination; Modification Of Covenant. The restrictions, covenants and limitations of this Restrictive Covenant may be waived, terminated or modified only with the written consent of both the Owner and the person who owns the Property on the date of the waiver, termination or modification. No waiver, modification, or termination will be effective until the proper instrument is executed and recorded in the office of the Clerk and Recorder of Summit County, Colorado. The County may also terminate this instrument by recording a release in recordable form without the signature of the owner of the Property. For convenience, such instrument may run to "the owner or owners and parties interested" in the Property.

13. Statute of Limitations. Owner hereby waives the benefit of and agrees not to assert in any action brought by the County to enforce this Restrictive Covenant any applicable statute of limitation, including, but not limited to, the provisions of §38-41-119, C.R.S. If any statute of limitation may lawfully be asserted by Owner in connection with an action brought by the County to enforce the terms of this Restrictive Covenant, each and every day during which any violation of this Restrictive Covenant occurs is to be deemed to be a separate breach of this Restrictive Covenant for the purposes of determining the commencement of the applicable statute of limitations period.

14. No Conflicting Agreement. Owner warrants to the County that the execution and delivery of this Restrictive Covenant does not violate any existing agreement concerning the Property. Owner will not execute any agreement concerning the Property with provisions contradictory to, or in opposition to, the provisions of this Restrictive Covenant. In any event, the provisions of this Restrictive Covenant are paramount and controlling, and supersede any conflicting provision of any other agreement concerning the Property.

15. Attorney's Fees. If any action is brought in a court of law by either party concerning the enforcement, interpretation or construction of this Restrictive Covenant, the prevailing party, either at trial or upon appeal, is entitled to reasonable attorney's fees, as well as costs, including expert witness's fees, incurred in the prosecution or defense of such action.

16. Notices. All notices provided for or required under this Restrictive Covenant must be in writing, signed by the party giving the notice, and will be deemed properly given when actually received or 5 days after mailed, postage prepaid, certified, return receipt requested, addressed to the parties hereto at their addresses appearing on the signature pages. Each party, by written notice to the other party, may specify any other address for the receipt of such instruments or communications. A notice to any owner of the Property subsequent to the Owner may be sent to the address to which tax notices are sent according to the records of the Summit County Treasurer.

17. Recording And Filing; Covenant Running With The Land.

- (i) This Restrictive Covenant is to be recorded in the real property records of Summit County, Colorado.
- (ii) The Owner agrees that all of the requirements of the State of Colorado which must be satisfied for the provisions of this Restrictive Covenant to constitute a restrictive covenant running with the land are deemed to be fully satisfied. All requirements of privity of estate are intended to be satisfied, or in the alternative, an equitable servitude is created to insure that these restrictions run with the land. During the term of this Restrictive Covenant, each and every contract, deed or other instrument executed relating to the Property will expressly provide that such contract, deed or instrument is subject to this Restrictive Covenant. However, the covenants contained in this Restrictive Covenant survive and will continue to be effective as to successors and assigns of all or any portion of the Property regardless of whether such contract, deed or other instrument provides that it is subject to this Restrictive Covenant.

**18. Owner's Covenant of Title and Authority.** Owner covenants, represents and warrants to the County that Owner has good and marketable title to the Property and full and complete legal authority to execute and deliver this Restrictive Covenant to the County, subject only to the following liens or encumbrances:

- (i) the deed of trust to the Public Trustee of Summit County, Colorado for the use and benefit of Flagstar Bank, recorded January 4, 2002, under Reception 673039 of the records of the Clerk and Recorder of Summit County, Colorado; and
- (ii) taxes for 2017 and subsequent years.

**19. Applicable Law.** This Restrictive Covenant is to be interpreted in accordance with the laws of the State of Colorado.

**20. Vesting and Term.** The County's rights under this Restrictive Covenant vest upon the execution of this Restrictive Covenant. This Restrictive Covenant will remain in full force and effect in perpetuity unless it is terminated in accordance with Section 11.

**21. Section Headings.** Section headings are inserted for convenience only and in no way limit or define the interpretation to be placed upon this Restrictive Covenant.

**22. Terminology.** Wherever applicable, the pronouns in this Restrictive Covenant designating the masculine or neuter apply equally to the feminine, neuter and masculine genders. Wherever applicable within this Agreement, the singular includes the plural, and the plural includes the singular.

**23. Severability.** If any provision of this Restrictive Covenant is finally determined to be invalid, illegal or unenforceable, such determination does not affect the remaining provisions of this Restrictive Covenant.

**24. Entire Agreement.** This Restrictive Covenant constitutes the entire agreement and understanding between the parties relating to the subject matter of this Restrictive Covenant, and supersedes any prior agreement or understanding relating thereto.

**25. Binding Effect.** This Restrictive Covenant is binding upon, and inures to the benefit of parties, and their respective heirs, successors, assigns, legal representatives, and personal representatives, and all subsequent owners of the Property, or any interest therein.

OWNER:



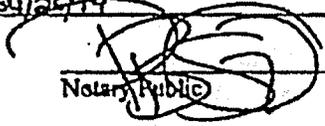
By: Russell Whitt for himself and Lisa Whitt

STATE OF COLORADO )  
 ) ss.  
COUNTY OF SUMMIT )

The foregoing signature of Russell Whitt was acknowledged before me this 10<sup>th</sup> June 2017:

WITNESS my hand and official seal.

My commission expires: 04/24/19

  
Notary Public

SUMMIT COUNTY, by and through the SUMMIT  
COUNTY BOARD OF COUNTY  
COMMISSIONERS

By: *K. Stiegelmeier*  
Kam Stiegelmeier, Chair

ATTEST:

*Sarah Vigil*  
Deputy Clerk

Approved as  
to form  
*[Signature]*  
Legal

STATE OF COLORADO )  
                                  ) ss.  
COUNTY OF SUMMIT )

The foregoing signature of Kam Stiegelmeier and the Deputy Clerk were acknowledged  
before me this 19<sup>th</sup> day of June 2017:

WITNESS my hand and official seal.

My commission expires: January 26, 2021  
*Sarah Vigil*  
Notary Public

SARAH VIGIL  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20174004907  
MY COMMISSION EXPIRES JANUARY 26, 2021

**Summit County:**

\_\_\_\_\_  
By: Scott Vargo, County Manager

**TROA:**

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

**The Whitt Parties:**

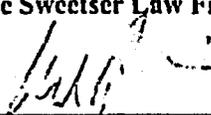
DATE FILED: June 22, 2017 8:52 PM

FILING ID: 35553C76EE5D8

CASE NUMBER: 2014CV30238

\_\_\_\_\_  
By: Russell Whitt

**The Sweetser Law Firm, P. C**

  
\_\_\_\_\_  
Attorney for Flagstar Bank

**THIS STIPULATION IS ENTERED AND ORDERED THIS \_\_\_\_ DAY OF JUNE 2017.  
THE CASE IS DISMISSED.**

\_\_\_\_\_  
District Court Judge

District Court, Summit County, Colorado P.O. Box 269, Breckenridge, CO 80424 (970) 453-2272	DATE FILED: June 22, 2017 8:52 PM FILING ID: 35553C76EE5D8 CASE NUMBER: 2014CV30238  COURT USE ONLY  <hr/> Case Number: 2014CV030238  Div: K
Plaintiff: WHITT FAMILY PARTNERS, LLC v. Defendant: TIGER RUN OWNER'S ASSOCIATION v. Third-Party Defendants: JACK WHITT; RUSSELL WHITT; LISA WHITT; TIGER RUN INVESTMENTS, INC.; FLAGSTAR BANK; PUBLIC TRUSTEE OF SUMMIT COUNTY, CO; SUMMIT COUNTY HOUSING AUTHORITY; SUMMIT COUNTY; and all unknown persons who may claim any interest in the subject matter of this action.	
<b>RELEASE OF LIS PENDENS</b>	

All parties to this action have agreed to a stipulation settling all claims and this Court has entered that stipulation. Accordingly, the Court ORDERS:

1. That all lis pendens currently recorded against the real property known as Tract B according to the Tiger Run Resort Recreation Vehicle Park Plat recorded August 23, 1996, at Rec. No. 522046, and the Deed from TRI to Jack Whitt dated May 7, 1997, at Rec. No. 538756, as depicted in the records of the Clerk and Recorder, Summit County, Colorado, be released and discharged as provided herein.
2. Pursuant to C.R.S. § 38-35-110(2)(a)(1), all lis pendens shall remain in effect until 49 days after entry of the Settlement Stipulation Agreement Between Summit County, the Whitt Parties, and TROA, provided that no notice of appeal is filed in this action.

SO ORDERED THIS \_\_\_\_ DAY OF JUNE 2017.

\_\_\_\_\_  
 District Court Judge

**CLERK'S CERTIFICATE:** The Clerk hereby certifies on this \_\_\_\_ Day of \_\_\_\_\_, 2017, posttrial motions have not been filed and no advisory copy of a notice of appeal of the action has been filed with the trial court.

\_\_\_\_\_  
 Clerk of the Court

# Exhibit 4

<p>DISTRICT COURT, SUMMIT COUNTY, COLORADO Court Address: 501 N. Park Avenue PO Box 269 Breckenridge CO 80424 Phone Number: (970) 453-1134</p>	<p style="text-align: center;">Δ COURT USE ONLY Δ</p>
<p>Plaintiff(s): <b>TIGER RUN OWNERS ASSOCIATION, a Colorado nonprofit corporation</b></p> <p>v.</p> <p>Defendant(s): <b>TOWN OF BRECKENRIDGE, COLORADO AND THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO; AND ALL UNKNOWN PERSONS WHO CLAIM ANY INTEREST IN THE SUBJECT MATTER OF THIS ACTION</b></p>	
<p><u>Attorney for Plaintiff:</u> Noah Klug, # 39163 The Klug Law Firm, LLC PO Box 6683 Breckenridge CO 80424-6683 Phone Number: (970) 468-4953 E-mail: <a href="mailto:Noah@TheKlugLawFirm.com">Noah@TheKlugLawFirm.com</a></p> <p><u>Attorney for Defendants:</u> Richard LiPuma, #17892 LiPuma Law Associates, LLC 1635 Foxtrail Dr. Loveland, CO 80538 Telephone: (970) 776-3292 Email: <a href="mailto:rlipuma@aol.com">rlipuma@aol.com</a></p>	<p>Case No.: 12CV534</p> <p>Division: K</p>
<p><b>STIPULATION AND SETTLEMENT AGREEMENT</b></p>	

Plaintiff, Tiger Run Owners Association, a Colorado nonprofit corporation ("TROA"), and Defendants, the Town of Breckenridge, Colorado (the "Town") and Board of County

Commissioners of Summit County, Colorado (the "County"), by and through their respective counsel, stipulate and agree as follows:

1. The Defendants hold title to certain real property situate in Summit County, Colorado, described as follows:

**PARCEL A-1, SWANS NEST SUBDIVISION**

also known by street and number as: 85 Revette Drive (CR 317), Breckenridge CO 80424 (the "Property").

2. The parties dispute and have sought determination of their respective right, title and interests in and to the Property.

3. There is a sign with related improvements located on a portion of the Property near the corner of Revette Drive and Highway 9 that serves to identify the Tiger Run RV Park (the "Sign").

4. There is a portion of the Property adjacent to TROA's administrative building on which there is a well and related improvements that provide domestic water to the Tiger Run RV Park (the "Well Parcel"). The Well Parcel is described on Attachment 1, which is incorporated herein by reference.

5. The Town and County shall convey to TROA, and TROA shall accept, an easement for use, operation and maintenance of the Sign in the form attached as Attachment 2 (the "Sign Easement"). Within twenty (20) calendar days after this Stipulation and Settlement Agreement is entered as an order by the court, TROA shall, at its own expense, obtain or otherwise provide to the Town and the County a legal description of the Sign Easement as depicted on Attachment 2. The Town and the County shall thereafter have ten (10) calendar days within which to approve the proposed legal description, approval of which shall not be unreasonably withheld, and to execute the Sign Easement and deliver it to TROA's counsel.

6. Title shall be quieted in TROA to the Well Parcel and title shall be quieted in the Town and County to the remainder of the Property subject to the Sign Easement as against those parties named in this action or with notice hereof.

7. In recognition of TROA's rights in the Well Parcel, the County and Town shall deed by bargain and sale deed the Well Parcel to TROA within ten (10) calendar days after this Stipulation and Settlement Agreement is entered as an order of the court using the form attached as Attachment 3. The Parties agree that, absent and further action, the separation of the Well

Parcel from the Property shall be treated as a division of land which may be created by operation of law and by order of the court in this case and which therefore is exempt from any further subdivision approval process pursuant to § 30-28-101(10)(c)(II). Notwithstanding the foregoing, TROA, the Town and County shall diligently and in good faith pursue with Summit County Government the land use approvals ("Approvals") necessary to merge the Well Parcel into TROA's adjacent property via vacating the boundary between the Well Parcel and the TROA "Administrative Parcel." Expenses associated with the Approvals shall be borne by TROA, provided however that such expenses shall not exceed \$3,000. TROA shall cooperate and execute such documents as may be reasonably necessary to obtain the Approvals. The Parties understand and acknowledge that the review process contemplated herein is quasi-judicial in nature, and the County cannot be legally bound to approve or deny such application by any express or implicit obligation or element of this Stipulation and Settlement Agreement. Nothing herein shall be deemed to limit or affect the authority and discretion of the County or otherwise predetermine the outcome of any proposed subdivision or merger.

8. As soon as practicable after this Stipulation and Settlement Agreement is entered as an order of the court, TROA shall apply to the County in accordance with the Summit County Land Use & Development Code to amend the Tiger Run Recreational Resort Planned Unit Development Designation recorded on July 25, 2005, at Rec. No. 795703, in the records of the Clerk and Recorder, Summit County, Colorado (the "Tiger Run PUD") and the Swan's Nest Planned Unit Development Designation recorded on November 5, 1998, at Rec. No. 580133 (the "Swan's Nest PUD") to remove the Well Parcel from the Swan's Nest PUD and to bring the Well Parcel into the Tiger Run PUD as land for employee housing under § 3809.04 of the Development Code and for utility purposes. Expenses associated with the PUD amendments shall be borne solely by TROA. TROA understands and acknowledges that the review process for the proposed rezoning is quasi-judicial in nature and the County is not and cannot be legally bound to make any decision to approve or deny such application by any express or implicit obligation or element of this Stipulation and Settlement Agreement. Nothing herein shall be deemed to limit or affect the authority and discretion of the County or otherwise predetermine the outcome of the proposed rezoning.

9. In consideration of this Stipulation and Settlement Agreement, TROA shall pay the Town and the County, jointly, \$25,000 in good funds within ten (10) calendar days after this Stipulation and Settlement Agreement is entered as an order of the court. Should the County finally approve the proposed rezoning described above, TROA shall pay the Town and the County, jointly, an additional \$25,000 in good funds with ten (10) calendar days following such approval.

10. On or before July 1, 2014, TROA will bring the Sign into compliance with Section 9103 of the Summit County Land Use & Development Code concerning lighting or

illumination of signs. TROA does not require any further land use permit approval for this work; however, any necessary building or electrical permits shall be obtained by TROA.

11. Any party may record in the public records the court order and/or bargain sale deed contemplated by this Stipulation and Settlement Agreement, but not the actual Stipulation and Settlement Agreement or any memorandum thereof. .

12. Upon the court entering this Stipulation and Settlement Agreement as an order, this action will be dismissed with prejudice, all parties to bear their own costs and attorney fees, and the Court will retain jurisdiction only as needed to enforce this Stipulation and Settlement Agreement.

13. Upon the court entering this Stipulation and Settlement Agreement as an order, the parties mutually release and discharge one another from any and all claims they have against each other relating to the Property except for the right to enforce this Stipulation and Settlement Agreement. This general release shall extend to the parties' respective officers, employees, managers, directors, attorneys, successors, and assigns.

14. This Stipulation and Settlement Agreement is entered into for the convenience of the parties in order to avoid the expense and uncertainty of litigation. No party admits liability or wrongdoing of any sort and the same is expressly denied.

15. This Stipulation and Settlement Agreement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either party because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein, except as specifically provided for within the Stipulation. Other than as specified herein, this Stipulation and Settlement Agreement is not intended to impose any legal or other responsibility on either party.

16. In the event of litigation to enforce or defend this Stipulation and Settlement Agreement, the prevailing party shall be entitled to costs and attorney fees.

17. The parties will file a joint motion praying that the court approve this Stipulation and Settlement Agreement and enter it as an enforceable order.

18. This Stipulation and Settlement Agreement will bind the parties' successors and assigns. It is intended to run with the land. It may be modified only by a writing signed by all parties or their successors and assigns. Except as expressly provided above, this Stipulation and Settlement Agreement supersedes and replaces all prior agreements and instruments, recorded or

otherwise, by and between the parties and their predecessors, relating to ownership and use of the Property.

19. The undersigned signatories warrant that they have full authority to enter into this Stipulation and Settlement Agreement on behalf of the party for which they are signing.

20. This Stipulation and Settlement Agreement shall be effective following mutual execution by TROA, the Town and the County. It may be executed in counterparts and using electronic signatures.

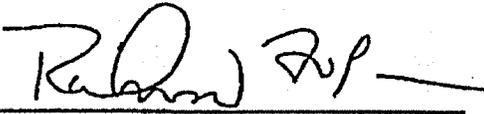
21. Time is of the essence of each and every obligation under this Stipulation and Settlement Agreement.

Signatures appear on the next page.

**Tiger Run Owner's Association,  
a Colorado nonprofit Corporation**

By: \_\_\_\_\_  
Noah Klug, its attorney

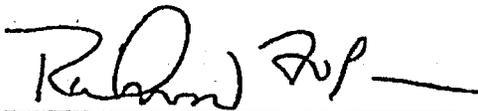
**Town of Breckenridge, Colorado  
Board of County Commissioners of Summit County,  
Colorado**

By:  \_\_\_\_\_  
Richard LiPuma, their attorney

**Tiger Run Owner's Association,  
a Colorado nonprofit Corporation**

By:   
Noah Klug, its attorney

**Town of Breckenridge, Colorado  
Board of County Commissioners of Summit County,  
Colorado**

By:   
Richard LiPuma, their attorney

**Attachment 1**

## **Attachment 2**

**GRANT OF EASEMENT  
(Sign Parcel)**

This GRANT OF EASEMENT is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between the TOWN OF BRECKENRIDGE, COLORADO whose address is P.O. Box 168, Breckenridge, CO 80424 AND THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY, COLORADO, whose address is P.O. Box 68, Breckenridge, CO 80424 (hereinafter collectively referred to as "Grantor") and the TIGER RUN OWNERS ASSOCIATION, whose address is C/O THE KLUG LAW FIRM, LLC, P.O. Box 6683, Breckenridge, CO 80424 (hereinafter referred to as "Grantee").

**WITNESSETH THAT:**

1. For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor has this date bargained, conveyed, delivered, transferred and sold, and by these presents does bargain, convey, deliver, transfer and sell to Grantee, its successors and assigns a perpetual easement in the location described and depicted on Exhibit A ("Easement Area") attached and incorporated herein, in, under, and across the real property known generally as Parcel A-1, Swans Nest Subdivision as described in the plat which is recorded at Reception No. 569301 of the records of the Clerk & Recorder of Summit County, Colorado (the "Property"), which shall be known as the "Sign Easement", together with an easement for utilities serving the sign and related improvements over and across the Property in the location depicted on Exhibit A (the "Utility Easement") and an easement for access to the Easement Area over and across the Property from Revette Drive to the Easement Area (the "Access Easement").

2. The easements are granted for the purpose of providing for the continued operation and maintenance of the sign and related improvements located on the Property, together with the full right and authority of Grantee, its successors, licensees, lessees, contractors or assigns and its and their agents and employees to enter at all reasonable times upon the easement premises to repair, remove, replace, reconstruct, inspect, improve, and maintain such sign and related improvements in substantially their current location, design and configuration.

3. The Sign Easement shall be exclusive subject only to rights of third parties existing as of the date of this Grant Of Easement. The Sign Easement may not be relocated without permission by Grantee. The Utility Easement and the Access Easement shall be non-exclusive and may be relocated by Grantor in any manner that does not interfere with the reasonable use of the sign and related improvements.

4. Grantee shall exercise the rights herein granted to it with due care and all damage to any real or personal property occurring hereunder shall be paid for or repaired at the expense of Grantee. Should Grantee disturb the surface of the lands encumbered by this Grant of Easement during the exercise of the rights granted hereunder, Grantee shall restore the surface of the Easement Area and/or the Property to a state that is substantially equivalent to its original

level and condition. Grantee shall revegetate the disturbed surface area with native grasses, and Grantee shall be responsible for restoration of landscaping or any other improvements. Grantee shall bear all costs of ensuring that no infestations of noxious weeds occur on Grantee disturbed areas.

5. Grantee shall indemnify, hold harmless and defend the Grantor, its successors and assigns, from and against any claim or liability including court costs arising from acts or omissions of the Grantee, its officers, employees, agents, contractors or subcontractors, in connection with the use authorized by this Grant of Easement. Grantor does not waive and reserves all protections available under the Governmental Immunity Act, § 24-10-101 C.R.S., et seq., or any other provision of law.

6. In the event Grantee shall abandon its right herein granted or ceases to use the Easement Area for the purpose for which it was intended for a period of two years, all right, title, and interest hereunder of the Grantee shall cease and terminate and Grantor shall hold said premises, as the same may then be, free from the rights so abandoned.

7. Upon the abandonment or other termination of the easement by Grantee, Grantee shall within a reasonable time remove all of its aboveground structures and improvements located on the Property and shall restore the Property to its natural condition, unless otherwise agreed to in writing by the parties.

8. Grantee, its employees, agents, and contractors, shall comply will all applicable laws, rules, regulations, or ordinances in the exercise of any rights granted hereunder.

9. Venue for any dispute regarding this Agreement or the Property shall be proper only in the District Court for Summit County, Colorado.

10. This Easement does not and shall not be deemed to confer upon or grant to any third party any right to claim damages or to bring any lawsuit, action or other proceedings against either party because of any breach hereof, or because of any terms, covenants, agreements or conditions contained herein.

**GRANTOR:**  
Summit County Board of County Commissioners

By: \_\_\_\_\_  
Thomas Davidson, Chairman

GRANTOR:  
TOWN OF BRECKENRIDGE, COLORADO

By: \_\_\_\_\_  
Timothy J. Gagen, Town Manager

GRANTEE:  
TIGER RUN OWNERS ASSOCIATION

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

STATE OF COLORADO    )  
                                          ) ss.  
COUNTY OF SUMMIT    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Thomas Davidson, as Chairman of the Board of County Commissioners of Summit County, Colorado.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

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

STATE OF COLORADO    )  
                                          ) ss.  
COUNTY OF SUMMIT    )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2013, by Timothy J. Gagen, as Manager of the Town of Breckenridge, Colorado

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

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

STATE OF COLORADO )  
 ) ss.  
COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
2013, by \_\_\_\_\_, as \_\_\_\_\_ of the TIGER RUN OWNERS  
ASSOCIATION

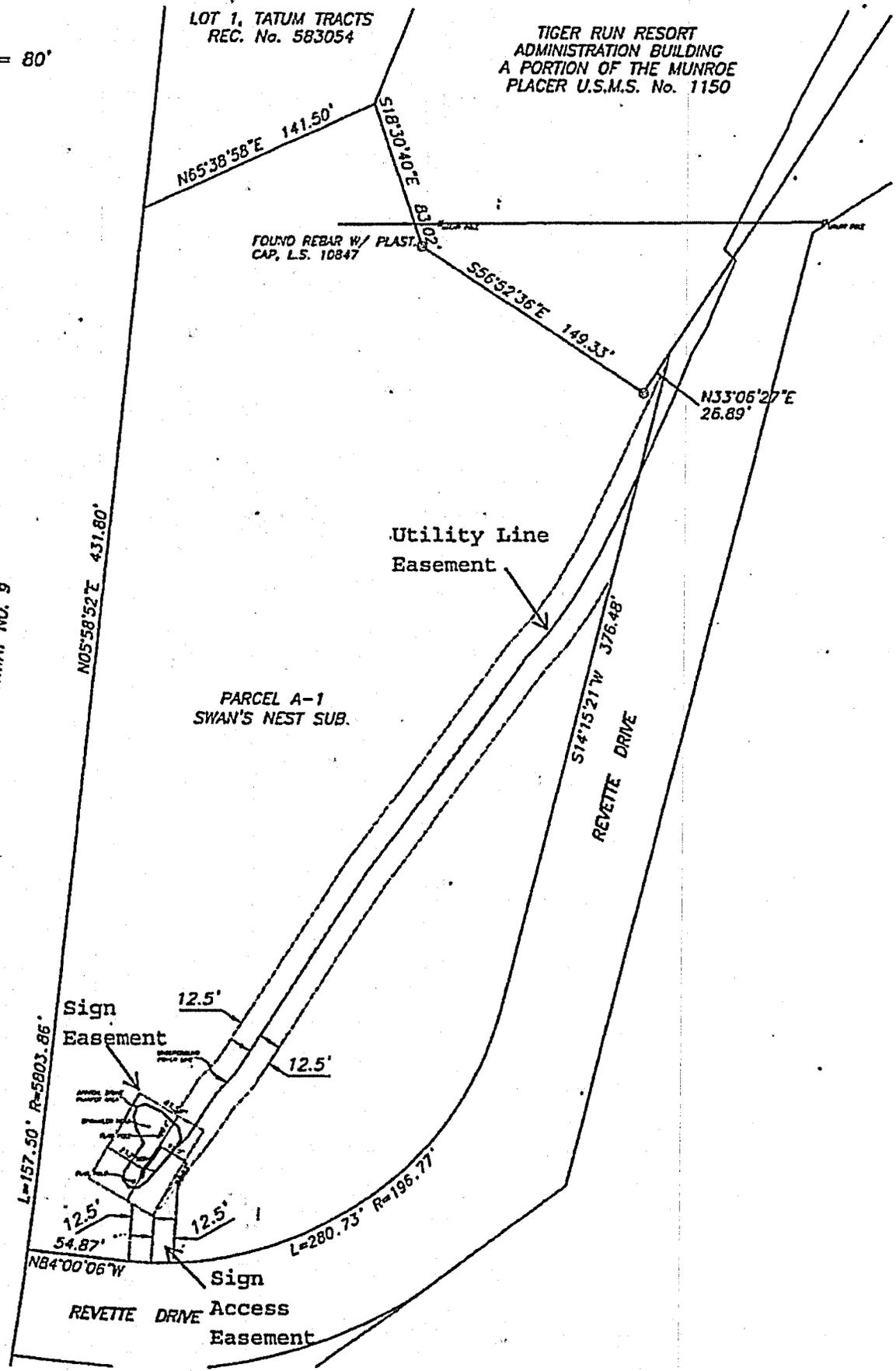
Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

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

SCALE: 1" = 80'

COLORADO STATE HIGHWAY NO. 9





**ATTACHMENT 1**

**WELL PARCEL**

A tract of land located in the SE ¼ of Section 7, Township 6 South, Range 77 West of the 6<sup>th</sup> P.M., Summit County, Colorado, said tract being more particularly described as follows:

Commencing at Corner No. 12 of the Munroe Placer, U.S. Mineral Survey Number 1150; thence N14° 11'50"E a distance of 553.30 feet to Corner No. 11 of said Monroe Placer, hence N57° 18'36"E a distance of 300.02 feet; thence N63° 09'45"W a distance of 153.48 feet to the true point of beginning of this description;

1. Thence S33° 03'34"W a distance of 43.51 feet;
2. Thence N60° 33'17"W a distance of 77.18 feet;
3. Thence N29° 26'43"E a distance of 49.24 feet;
4. Thence S52° 41'26"E a distance of 51.96 feet;
5. Thence S63° 09'45"E a distance of 28.48 feet to the true point of beginning of this description.

The above tract of land contains 0.08 acres, more or less.

Basis of Bearings is the line between Munroe Placer Corner No. 12 (pin & cap LS 5840) and Munroe Placer Corner No. 11 (pin & cap LS 5840) which is assumed to bear N14°11'50"E.

## **Attachment 3**

**BARGAIN AND SALE DEED**

KNOW ALL MEN BY THESE PRESENTS that

**THE TOWN OF BRECKENRIDGE, COLORADO AND THE BOARD OF COUNTY COMMISSIONERS OF SUMMIT COUNTY**

pursuant to an Order of the Summit County District Court in Case No. 12CV534, hereby sell(s) and convey(s) to

**TIGER RUN OWNERS ASSOCIATION, A COLORADO NONPROFIT CORPORATION**

whose legal address is c/o The Klug Law Firm, LLC, PO Box 6683, Breckenridge CO 80424-6683,

the following real property situate in the County of Summit and State of Colorado, to wit:

**SEE ATTACHED EXHIBIT A**

with all its appurtenances.

Signed and delivered this \_\_\_\_ day of November, 2013.

**GRANTOR:  
SUMMIT COUNTY BOARD OF COUNTY COMMISSIONERS**

By: \_\_\_\_\_  
Thomas Davidson, Chairman

**GRANTOR:  
TOWN OF BRECKENRIDGE, COLORADO**

By: \_\_\_\_\_  
Timothy J. Gagen, Town Manager

STATE OF COLORADO )

) ss.

11/18/2013

COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2013, by Thomas Davidson, as Chairman of the Board of County Commissioners of Summit County, Colorado.

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

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

STATE OF COLORADO )

) ss.

COUNTY OF SUMMIT )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2013, by Timothy J. Gagen, as Manager of the Town of Breckenridge, Colorado

Witness my hand and official seal.

My Commission Expires: \_\_\_\_\_

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

**ATTACHMENT 1**

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1. Thence S33° 03'34"W a distance of 43.51 feet;
2. Thence N60° 33'17"W a distance of 77.18 feet;
3. Thence N29° 26'43"E a distance of 49.24 feet;
4. Thence S52° 41'26"E a distance of 51.96 feet;
5. Thence S63° 09'45"E a distance of 28.48 feet to the true point of beginning of this description.

The above tract of land contains 0.08 acres, more or less.

Basis of Bearings is the line between Munroe Placer Corner No. 12 (pin & cap LS 5840) and Munroe Placer Corner No. 11 (pin & cap LS 5840) which is assumed to bear N14°11'50"E.



**EXHIBIT 5**  
**List of Legal, Nonconforming Enclosures**

Lot 10  
Lot 15  
Lot 29  
Lot 36  
Lot 104  
Lot 121  
Lot 122  
Lot 123  
Lot 124  
Lot 126  
Lot 148  
Lot 151  
Lot 216  
Lot 242



# Exhibit I

Pursuant to the Submittal Requirements for Major PUD Modification, Section C. Information Required for Public Hearing, postage prepaid envelopes, addressed to each of the adjacent property owners with the Summit County Planning Department as the return address, are included as the "Major PUD Modification Application Envelope Bundle"



# Exhibit 1

Name	c/o	Address	City	State	Zipcode
73 PELICAN CIRCLE NO 704 LLC		8910 223RD CT	SALEM	WI	53168-8832
AHRENS, CHARLES R		7574 CUARTO AV	LITTLETON	CO	80128-0000
AMARILLO, MARIA FANNY		1360 S OCEAN BLVD UNIT 1102	POMPANO BEACH	FL	33062-0000
ANDERSON, JILL B		73 PELICAN CIR UNIT 705	BRECKENRIDGE	CO	80424-8875
ARCHULETA, PENNY		PO BOX 3159	BRECKENRIDGE	CO	80424-3159
ARPIN, LORINDA		1485 S JAY ST	LAKEWOOD	CO	80232-5740
BAILEYS CREEK PROPERTIES LLC		3120 S BIG TIMBER DR	COLUMBIA	MO	65201-7396
BEGYN, LAWRENCE PAUL		1205 HIGHLAND PARK DR	BETTENDORF	IA	52722-0000
BEHRENDT, REID D		5376 HACIENDA PL	PARKER	CO	80134-5246
BERMAN, JASON L		PO BOX 4266	FRISCO	CO	80443-4266
BERNTSEN, HELEN		225 N 52ND AVE	GREELEY	CO	80634-0000
BLUE SPRUCE LODGE LLC		14 RAVEN HILLS CT	COLORADO SPRINGS	CO	80919-1316
BOWMAN, RICHARD		8819 SUNRIDGE HOLLOW RD	PARKER	CO	80134-5721
BRECKENRIDGE TOWN OF		PO BOX 168	BRECKENRIDGE	CO	80424-0168
BRECKENRIDGE TOWN OF		PO BOX 168	BRECKENRIDGE	CO	80424-0168
BROCKMEIER, SCOTT		6651 WINDFIELD AVE	PARKER	CO	80134-0000
BROWN, DIANE B		722 CASTLE RD	COLORADO SPRINGS	CO	80904-2137
BUECHLER, KENNETH JAMES		9862 ZEPHYR DR	WESTMINSTER	CO	80021-4747
BURGER, TARI K		191 SALINA ST	BOULDER	CO	80026-0000
BURNS, JANET LEE		435 ROXBURY CIR	COLORADO SPRINGS	CO	80906-7234
CAPPCO LLC		PO BOX 410342	SAINT LOUIS	MO	63141-0342
CARABETTA, MATTHEW P		9201 E 33RD AVE	DENVER	CO	80238-0000
CARLSEN, ROBERT S		618 JOSEPH CIR	GOLDEN	CO	80403-2349
CHAPMAN, DANIEL JAY		18060 BOLERO DR	PARKER	CO	80134-6646
COREY, DANIEL R		3290 BLODGETT DR	COLORADO SPRINGS	CO	80919-4541
CRAWFORD, JOAN M		2100 DOVER DR	FORT COLLINS	CO	80526-1612
CURRAN, JOHN C		909 MEADOWROSE LN	CASTLE ROCK	CO	80104-0000
DAHL, LISA		2601 S QUEBEC ST APT 15	DENVER	CO	80231-6035
DAY, HEATHER MARY		PO BOX 2560	BRECKENRIDGE	CO	80424-2560
DELAHOZ, DAVID		42 AUDREY CIR	BRECKENRIDGE	CO	80424-8950
DIPAOLA JR, ANTHONY		3107 BUTTERCUP LN	EVERGREEN	CO	80439-0000
DOHERTY ENTERPRISE LLC		1695 TABEGUACHE MOUNTAIN DR	LOVELAND	CO	80538-7238
ELLIS LIVING TRUST, JEAN M		3903 AUGUSTA LN	PUEBLO	CO	81001-4915
ELLIS LIVING TRUST, RANDALL W		3903 AUGUSTA LN	PUEBLO	CO	81001-4915
ENRUST GROUP INC		555 12TH ST STE 1250	OAKLAND	CA	94607-4095
ENRUST GROUP INC		555 12TH ST STE 1250	OAKLAND	CA	94607-4095
ERZINGER, REINE		8309 E KENYON AVE	DENVER	CO	80237-1605
ESPEJO, DEANNA R	C/O DEANNA R ESPEJO	3901 LOWELL BLVD	DENVER	CO	80211-0000
ESPLANADE INVESTMENTS LLC		PO BOX 317	COLUMBIA	MO	65205-0317
ESTES, TIMOTHY E		PO BOX 4534	AVON	CO	81620-4534
EVANS, MAUREEN L		PO BOX 5702	BRECKENRIDGE	CO	80424-5702
FENDER, WILLIAM E		9752 S KINGSBERRY CT	HIGHLANDS RANCH	CO	80126-0000
FENDER, WILLIAM E		9752 S KINGSBERRY CT	HIGHLANDS RANCH	CO	80126-0000
FORSTER, THOMAS F		900 S EUCLID WAY	DENVER	CO	80209-5119
FOSTER, MARY		698 WEST END AVE APT 15D	NEW YORK	NY	10025-0000
GALBREATH, MEGAN L		183 PELICAN CIR UNIT 1305	BRECKENRIDGE	CO	80424-8888
GALBREATH, MEGAN L		183 PELICAN CIR UNIT 1305	BRECKENRIDGE	CO	80424-8888
GALGAS, RICHARD		115 PELICAN CIR UNIT 905	BRECKENRIDGE	CO	80424-0000
GALLACHER, GRETCHEN E		400 N PARK AVE UNIT 108 PMB 244	BRECKENRIDGE	CO	80424-8710
GB EQUITY PARTNERSHIP LLLP		118 N TEJON STE 403	COLORADO SPRINGS	CO	80903-1422
GEISSINGER, MARCIA L		584 THERESA DR	BOULDER	CO	80303-0000
GEITTMANN, AXEL		PO BOX 1843	DILLON	CO	80435-1843
GILL, JOHN ROGER		40 MOBRAY CT	COLORADO SPRINGS	CO	80906-0000
GINDLESPARGER TRUST, ROBERT S		855 EAGLE RIDGE CT	LOVELAND	CO	80537-7949
GOLD, MAX TAYLOR		143 PELICAN CIR UNIT 1105	BRECKENRIDGE	CO	80424-8884
GREENWOOD, TODD		PO BOX 4924	BRECKENRIDGE	CO	80424-4924
GRUGEL, JOHN		PO BOX 7956	BRECKENRIDGE	CO	80424-7956
GRUGEL, JOHN W		PO BOX 7956	BRECKENRIDGE	CO	80424-7956
HAMPTON, ANDRE C		293 PELICAN CIR UNIT 1802	BRECKENRIDGE	CO	80424-8898
HART, MARY M		PO BOX 8258	BRECKENRIDGE	CO	80424-8258
HERRING REVOCABLE TRUST, HAROLD J		1749 BOULDERS DR	LAS CRUCES	NM	88011-4059
HERRING, KENDRICK V		232 MELROSE ST	CORPUS CHRISTI	TX	78404-1781
HILDENBRAND, RAYMOND J		417 S REYNOLDS ST	SCOTIA	NY	12302-0000
HOGIE, COLEEN M		1656 GOLDFEAK CT	COLORADO SPRINGS	CO	80921-3733
HOLDER, RONALD C		6205 NICHOLSON LAKE	CHAPPELL HILL	TX	77426-5221
HOLLINGSIED, SCOTT		3028 ZUNI ST	DENVER	CO	80211-3829
HOVATER, DAVID L		2700 STONECREST FT	HIGHLANDS RANCH	CO	80129-1515
HUGHES, BARBARA		203 PELICAN CIR UNIT 1406	BRECKENRIDGE	CO	80424-8890
HURLEY, LEANNE		3467 XANTHIA ST	DENVER	CO	80238-3362
JENSEN, GREGORY A		1655 TABEGUACHE MOUNTAIN DR	LOVELAND	CO	80538-7238
JOHNSON FAMILY TRUST		6 ROCKY GLEN	IRVINE	CA	92603-0000
JOHNSON FAMILY TRUST		6 ROCKY GLEN	IRVINE	CA	92603-0000
JOHNSTON JR TRUSTEE, WALTER O L		8751 ROBLES WAY	SAN DIEGO	CA	92119-0000
JONES FAMILY REVOCABLE LIVING TRUST, DEN		2205 CONSERVATORY POINT	COLORADO SPRINGS	CO	80918-7996
JONES, DAVID A		233 PELICAN CIR UNIT 1502	BRECKENRIDGE	CO	80424-8892
JSSS HOLDINGS LLC		320 CLERMONT ST	DENVER	CO	80220-5642
K27 PROPERTIES LLC	C/O RUBY ANN FAST - AGENT	9377 DESERT WILLOW TRL	HIGHLANDS RANCH	CO	80129-5791
KANAR, DAVID		1712 HOLMAN AVE	SALIDA	CO	81201-2266
KENDRICK III, CLINTON BOYD		14047 W BATES CT	DENVER	CO	80228-5309
KENDRICK III, CLINTON BOYD		14047 W BATES CT	LAKEWOOD	CO	80228-5309
KIRLIN, DONALD W		3065 GALENA WAY	BOULDER	CO	80305-0000
KISTLER, JOHN S		PO BOX 1016	BRECKENRIDGE	CO	80424-1016
KOMORNICKI, MARY L		2130 DRAPER AVE	SAINT PAUL	MN	55113-5343
KOPYSTIANSKY, PATRICIA		53 PELICAN CIR UNIT 605	BRECKENRIDGE	CO	80424-8873
KRAJEWSKI, STEPHEN A		9525 W 77TH DR	ARVADA	CO	80005-4022
KRISPIN, KATHRYN GAYDEN		PO BOX 4490	HOUSTON	TX	77210-4490
KRISPIN, KATHRYN GAYDEN		PO BOX 4490	HOUSTON	TX	77210-4490
KRUGER IV, WILLIAM A		183 PELICAN CIR UNIT 1302	BRECKENRIDGE	CO	80424-8888
KUNKEL, WILLIAM V		440 COLLINS ST APT 4	PORTAGE	WI	53901-0000
LANERI, ITALO		8124 E FAIRMOUNT DR	DENVER	CO	80230-0000
LANERI, ITALO		8124 E FAIRMOUNT DR	DENVER	CO	80230-0000
LAUGHLIN, JOHN R		5621 S HARLAN ST	LITTLETON	CO	80123-0898

LEFFEN REVOCABLE TRUST DATED 5/21/2013,		519 STEELE ST	DENVER	CO	80206-4418
LEPORA, JAMES W		350 REVETT DR UNIT 204	BRECKENRIDGE	CO	80424-8862
MAKEE, SCOTT HENRY		2222 EUDORA ST	DENVER	CO	80207-3813
MARKS III, RICHARD A		7968 E 25TH AVE	DENVER	CO	80238-2456
MARSTILLER, JOHN		8092 S WILLIAMS CIR	LITTLETON	CO	80122-0000
MARTIN, GREGORY JAY		357 RIVERTON RD	LAFAYETTE	CO	80026-9022
MARTIN, KIM		PO BOX 4924	BRECKENRIDGE	CO	80424-4924
MARTINEZ, REBA		PO BOX 3848	BRECKENRIDGE	CO	80424-3848
MC FARLAND, DAVID	8 MILLBAY ROAD	ISLANDMAGEE	LARNE, N IRELAND BT40 3RG UK		00000-0000
MCMAMEE, JOHN J		PO BOX 6160	BRECKENRIDGE	CO	80424-6160
MCMAY, JAMES B		208 DELMAR ST	STERLING	CO	80751-0000
MEINRATH, JULIA		2364 SANOPIPER DR	LAFAYETTE	CO	80026-3149
METIVIER, MICHAEL H		PO BOX 6473	BRECKENRIDGE	CO	80424-6473
MILLER, GORDON R		3 OYSTER BATEAU CT	HILTON HEAD ISLAND	SC	29926-2682
NORLANDER, RON ERIC		11818 W COAL MINE DR	LITTLETON	CO	80127-0000
NOWOTNY TRUST, MICHAEL D		1640 LAKEVIEW DR	SEALY	TX	77474-9450
O CONNELL, CATHERINE S		2211 E TURQUOISE AVE	PHOENIX	AZ	85028-3627
OBERG, ROBERT E		95 E SLATESTONE CIR	THE WOODLANDS	TX	77382-0000
PALLAORO, GARY A		27333 MILDRED LN	EVERGREEN	CO	80439-0000
PARMELEE, SAMUEL		25903 INDEPENDENCE TRL	EVERGREEN	CO	80439-0000
PENNINGTON, KIMBERLY C		PO BOX 8950	BRECKENRIDGE	CO	80424-8950
POOKMAN, KENNETH MARK		133 PELICAN CIR UNIT 1006	BRECKENRIDGE	CO	80424-0000
POWELL JR, ROBERT		283 PELICAN CIR UNIT 1705	BRECKENRIDGE	CO	80424-8896
POWELL JR, ROBERT A		283 PELICAN CIR UNIT 1705	BRECKENRIDGE	CO	80424-8896
PRINCE, SHANNON K		3641 VALLEJO ST	DENVER	CO	80211-2929
RAICER, ROBERT J		PO BOX 467	NIWOT	CO	80544-0467
RANDELL, ROBERT J		5574 S UNION CT	LITTLETON	CO	80127-4561
RATH, JOHN		173 PORTMEIRION LN	CASTLE ROCK	CO	80104-3398
REANEY, KATHRYN L		PO BOX 1816	FRISCO	CO	80443-1816
REANEY, KATHRYN L		PO BOX 1816	FRISCO	CO	80443-1816
RICHARD, DENNIS R		2341 VIA ACALONES	PALOS VERDES	CA	90274-0000
ROCKY MOUNTAIN HIGH LLC		1700 HARMON RD STE 2	AUBURN HILLS	MI	48326-1588
ROGERS, STEVEN P		2231 PONTIAC ST	DENVER	CO	80207-4057
ROSS REVOCABLE TRUST, KAY M		102 CALAIS WAY	SAN ANTONIO	TX	78249-0000
ROWBERRY FAMILY TRUST DATED 6-9-2010		307 EL CONEJO ST	LOS ALAMOS	NM	87544-2430
RUBIO, WILLIAM		210 NW 119TH CT	MIAMI	FL	33182-0000
SCHALLER, SARAH R		PO BOX 1523	FRISCO	CO	80443-1523
SCHIEFFER, MARK A		13873 FOX RIDGE DR	BROOMFIELD	CO	80070-0000
SERAFIN, DAVID		2404 S SAINT PAUL ST	DENVER	CO	80210-5517
SHEA, WILLIAM		6467 FOX RUN CIR	JUPITER	FL	33458-1875
SIDNEY, SCOTT D		9635 RED OAKS LN	HIGHLANDS RANCH	CO	80126-8601
SKACH, PAUL R		3352 W 30TH AVE	DENVER	CO	80211-3616
SMITH, ROBERT N		3735 CAMELS GRV	COLORADO SPRINGS	CO	80904-1196
SOFALEX PROPERTIES LLC	C/O MARGARITA MARIA KARWOWSKI	PO BOX 2451	BRECKENRIDGE	CO	80424-2451
SOFALEX PROPERTIES LLC		PO BOX 4988	BRECKENRIDGE	CO	80424-4988
SOFALEX PROPERTIES LLC		PO BOX 4988	BRECKENRIDGE	CO	80424-4988
SPANEL, TOBY J		16497 SWEETBRUSH DR	PARKER	CO	80134-3717
SPENST, JAMES A		290 REVETT DR UNIT 503	BRECKENRIDGE	CO	80424-8868
STEINWEG, PAUL		PO BOX 5222	BRECKENRIDGE	CO	80424-5222
STEISKAL, DENISE		PO BOX 1045	BRECKENRIDGE	CO	80424-1045
SUMMIT CTY BRD OF COMMISSIONERS		PO BOX 68	BRECKENRIDGE	CO	80424-0068
SUMMIT CTY BRD OF COMMISSIONERS		PO BOX 68	BRECKENRIDGE	CO	80424-0068
SUMMIT CTY BRD OF COMMISSIONERS		PO BOX 68	BRECKENRIDGE	CO	80424-0068
SUMMIT CTY BRD OF COMMISSIONERS		PO BOX 68	BRECKENRIDGE	CO	80424-0068
SWANS NEST METROPOLITAN DISTRICT		375 REVETTE DR	BRECKENRIDGE	CO	80424-0000
TALLMAN, HOLLY SUE		PO BOX 4562	BRECKENRIDGE	CO	80424-4562
TAYLOR, SARAH S		861 SHEKEL LN	BRECKENRIDGE	CO	80424-0000
THE NORTH SOUTH TRUST UA 052716		2845 OTIS CT	WHEAT RIDGE	CO	80214-8045
THOMAS, STEPHEN W		10865 CAPSTONE CT	HIGHLANDS RANCH	CO	80126-5723
THOMPSON, MATTHEW T		1362 BROSS CT	EVERGREEN	CO	80439-9755
TIGER RUN OWNERS ASSOCIATION	C/O ACCU INC	2140 S HOLLY ST	DENVER	CO	80222-5600
TRITON TRUST		6204 OLD BROMPTON RD	BOULDER	CO	80301-3151
UNITED STATES OF AMERICA FOREST SERVICE	C/O DISTRICT RANGER	PO BOX 620	SILVERTHORNE	CO	80498-0620
UNVERRICH, ROD		7514 GOLD HILL CT	FORT COLLINS	CO	80525-0000
URBANEK, JULIE ANN		PO BOX 774	FRISCO	CO	80443-0774
VAN STRAATEN, MICHAEL C		5390 51ST ST NW	ROCHESTER	MN	55901-8345
VILLAS AT SWANS NEST HOMEOWNERS ASSN INC	C/O SUMMIT COMMUNITY MANAGEMENT	PO BOX 3413	BRECKENRIDGE	CO	80424-3413
VILLAS AT SWANS NEST HOMEOWNERS ASSN INC	C/O SUMMIT COMMUNITY MANAGEMENT	PO BOX 3413	BRECKENRIDGE	CO	80424-3413
VILLAS AT SWANS NEST HOMEOWNERS ASSOC	C/O SUMMIT COMMUNITY MANAGEMENT	PO BOX 3413	BRECKENRIDGE	CO	80424-3413
WALL, JAROD J		891 14TH ST UNIT 2107	DENVER	CO	80202-3267
WALL, JAROD J		891 14TH ST UNIT 2107	DENVER	CO	80202-3267
WATSON, C CHAD		301 58TH ST W # 572	WILLISTON	ND	58801-7217
WATSON, C CHAD		301 58TH ST W # 572	WILLISTON	ND	58801-7217
WEBSTER, LISA F		233 PELICAN CIR UNIT 1506	BRECKENRIDGE	CO	80424-8892
WEBSTER, LISA F		233 PELICAN CIR UNIT 1506	BRECKENRIDGE	CO	80424-8892
WHEELER, LISA		PO BOX 4041	BRECKENRIDGE	CO	80424-4041
WINTER, JEFFREY W		293 PELICAN CIR UNIT 1809	BRECKENRIDGE	CO	80424-0000
WOODS, JAN E		3947 N 4825 E	EDEN	UT	84310-9743
YOSS REVOCABLE TRUST, CAROLYN A		5790 FOX RUN CT	PARKER	CO	80134-5438

# Exhibit K

Name	c/o	Address	City	State	Zipcode
1112 PEBBLE BEACH LLC		1007 N COMMERCIAL BLVD	ARLINGTON	TX	76001-0000
1112 PEBBLE BEACH LLC		1007 N COMMERCIAL BLVD	ARLINGTON	TX	76001-0000
1112 PEBBLE BEACH LLC		1007 N COMMERCIAL BLVD	ARLINGTON	TX	76001-0000
2001 THARP FAMILY TRUST		6531 S GLENCOE ST	CENTENNIAL	CO	80121-3575
2001 THARP FAMILY TRUST		6531 S GLENCOE ST	CENTENNIAL	CO	80121-3575
2001 THARP FAMILY TRUST		6531 S GLENCOE ST	CENTENNIAL	CO	80121-3575
331 LLC		702 LOS ESCONDIDOS ST	MARBLE FALL TX		78654-4577
9985E104LLC	C/O GRIFF BELL	7728 W CHESTNUT PL	LITTLETON	CO	80128-5506
ABSTON, JOE B		10 MASTERS CIR	LITTLE ROCK	AR	72212-0000
ABSTON, JOE B		10 MASTERS CIR	LITTLE ROCK	AR	72212-0000
ACE REALTY INC		1049 BIG THOMPSON CANYON	LOVELAND	CO	80537-0000
ACE REALTY LLC		1049 BIG THOMPSON CANYON	LOVELAND	CO	80537-0000
ACHESON, DENNIS RAY		10960 E MONTE AVE UNIT 128	MESA	AZ	85209-6801
ACHESON, DENNIS RAY		10960 E MONTE AVE UNIT 128	MESA	AZ	85209-6801
ACKLEY TRUSTEE, SUZANNE MARIE		2010 HERMOSA DR	BOULDER	CO	80304-2305
ACKLEY, SUZANNE M		2010 HERMOSA DR	BOULDER	CO	80304-2305
ACKLEY, SUZANNE M		2010 HERMOSA DR	BOULDER	CO	80304-2305
ACTIVE DEPLOYMENT SYSTEMS INC		173 FM 3237 STE A	WIMBERLEY	TX	78676-5373
ADAMS III, WALTER F		6478 NW 103RD LN	PARKLAND	FL	33076-2933
ADAMS III, WALTER F		6478 NW 103RD LN	PARKLAND	FL	33076-2933
ADAMS, JEAN E		13134 ACRES GREEN	LITTLETON	CO	80124-0000
ADAMS, JEAN ELLEN		13134 ACRES GREEN	LITTLETON	CO	80124-0000
ADAMS, KATHRYN HARRISON		6478 NW 103RD LN	PARKLAND	FL	33076-2933
ADAMS, THOMAS L		8175 ARVILLE ST # 313	LAS VEGAS	NV	89139-7111
ADOUÉ, DONALD A		4320 FIREFLY VIEW WAY	GATLINBURG TN		37738-6054
ADRAGNA TRUST, MICHAEL TIMOTHY		1161 EVALENA RD	CASTLE ROCK CO		80108-8447
AITKEN, GREIG		1160 JORDAN SPRINGS RD	STEPHENSON VA		22656-2015
AITKEN, GRIEG D W		1160 JORDAN SPRINGS RD	STEPHENSON VA		22656-2015
AITKEN, GRIEG D W		1160 JORDAN SPRINGS RD	STEPHENSON VA		22656-2015
ANDERSON JR, LANSDELL		2266 S HOYT CT	LAKEWOOD	CO	80227-0000
ANDERSON JR, LANSDELL		2266 S HOYT CT	LAKEWOOD	CO	80227-0000
ANDERSON JR, LANSDELL		2266 S HOYT CT	LAKEWOOD	CO	80227-0000
ANDERSON, ARIK ANDERS		8299 S FILLMORE CIR	CENTENNIAL	CO	80122-3438
ANZELMO, KATHRYN FELKNER	C/O WEAVER	10776 PERRY PARK RD	LARKSPUR	CO	80118-7608
AON LLC		1 BUSINESS LOOP 70 E	COLUMBIA	MO	65203-3903
ATKINSON, BRIAN		5961 S VIVIAN ST	LITTLETON	CO	80127-0000
ATKINSON, BRIAN E		5961 S VIVIAN ST	LITTLETON	CO	80127-0000
ATKINSON, BRIAN E		5961 S VIVIAN ST	LITTLETON	CO	80127-0000
ATKINSON, BRIAN E		5961 S VIVIAN ST	LITTLETON	CO	80127-0000
ATTEA, KIM		3431 S JELLISON CT	LAKEWOOD	CO	80227-4450
ATTEA, KIM		3431 S JELLISON CT	LAKEWOOD	CO	80227-4450
AUCOIN, KRISTIN		PO BOX 7145	BRECKENRIDGE	CO	80424-7145
BANICK LIVING TRUST, MARILYN I		440 ONEIDA ST	DENVER	CO	80220-6058
BARDOS, ACHILLES		1441 40TH AVE	GREELEY	CO	80634-2724
BARDOS, ACHILLES N		1441 40TH AVE	GREELEY	CO	80634-2724
BARKER, STEPHEN		55 FAIRWAY LN	LITTLETON	CO	80123-6648
BARKER, STEPHEN		55 FAIRWAY LN	LITTLETON	CO	80123-6648
BARTHOLOMAEI, MARK A		22436 NAKOTA DR	GOLDEN	CO	80401-8049
BASCONE LIVING TRUST		7020 GRANITE PEAK DR	COLORADO S CO		80923-8782
BECK, PETER K		4746 SHERIDAN AVE S	MINNEAPOLIS MN		55410-0000
BECK, PETER K		4746 SHERIDAN AVE	MINNEAPOLIS MN		55410-0000
BENT, MARGARET A		3619 TERRY POINT DR	FORT COLLIN: CO		80524-1328
BIERMAN, HARVEY L		7827 SALVIA CT	ARVADA	CO	80007-7701
BIERMAN, HARVEY L		7827 SALVIA CT	ARVADA	CO	80007-7701
BIGWRANCH LLC	C/O LISA WOLTERING	PO BOX 4263	GREENWOOD CO		80155-4263
BIGWRANCH LLC	C/O LISA WOLTERING	PO BOX 4263	GREENWOOD CO		80155-4263
BIMONTE TRUSTEE, CHRISTOPHER A		12750 SW 101 TER	MIAMI	FL	33186-2306
BIMONTE, CHRISTOPHER A		12750 SW 101 TER	MIAMI	FL	33186-2306
BIRNBERG TRUST DTD 4/16/2007, ROBE	C/O ROBERT BIRNBERG	4424 S XENIA ST	DENVER	CO	80237-2513
BIRNBERG TRUST, ROBERT M	C/O ROBERT BIRNBERG	4424 S XENIA ST	DENVER	CO	80237-2513
BLP LLC		11953 W 56TH CIR	ARVADA	CO	80002-1411
BLUE CAT SUMMIT LLC	C/O CURTIS A THOMAS	14405 W COLFAX AVE NO 117	LAKEWOOD	CO	80401-3247
BLUE CAT SUMMIT LLC	C/O CURTIS A THOMAS	14405 W COLFAX AVE NO 117	LAKEWOOD	CO	80401-3247
BLUE RIVER ISLAND HOUSE LLC		440 ONEIDA ST	DENVER	CO	80220-6058
BLUHM, JAMES L		21 RIDGEVIEW LN	MORGANTOW WV		26508-4530
BLUHM, JAMES LAWRENCE		21 RIDGEVIEW LN	MORGANTOW WV		26508-4530
BOCKHAUT, ROLAND P		680 CARLSON DR	COLORADO S CO		80919-0000
BOCKHAUT, ROLAND P		680 CARLSON DR	COLORADO S CO		80919-0000
BOLAND, DAVID JAMES		6338 W NOVA DR	LITTLETON	CO	80128-5749
BOROVIK, MICHAEL LEE		125 E HAMPTON WAY	JUPITER	FL	33458-8137
BOROVIK, MICHAEL LEE		125 E HAMPTON WAY	JUPITER	FL	33458-8137
BOURNE, BRETT		14610 W AMHERST PL	DENVER	CO	80228-4854
BOURNE, BRETT		14610 W AMHERST PL	DENVER	CO	80228-4854
BOVIO, THOMAS A		2817 GRAND LAKE DR	LAFAYETTE	CO	80026-3490
BOVIO, THOMAS ALFRED		2817 GRAND LAKE DR	LAFAYETTE	CO	80026-3490
BOWERS, WANDA FAYE		5624 DUNBAR CIR	MILTON	FL	32583-1835
BOWERS, WANDA FAYE		5624 DUNBAR CIR	MILTON	FL	32583-1835
BOYLE, DAVID CHRISTOPHER		18516 TANNER BAYOU LOOP	AUSTIN	TX	78738-6080

BRAUM, THOMAS W		3916 N POTSDAM AVE PMB 1550	SIoux FALLS SD	57104-7048
BRECKENRIDGE LLC	C/O DARIAN AND APRIL ANDRESON	3175 SCHILLING AVE	MONUMENT CO	80132-8120
BRECKENRIDGE LLC	C/O DARIAN AND APRIL ANDRESON	3175 SCHILLING AVE	MONUMENT CO	80132-8120
BRECKENRIDGE, FRANK		724 CURECANTI CIR	GRAND JUNC CO	81503-0000
BROWDER DECLARATION OF TRUST, N		1415 SE 47TH AVE	OCALA FL	34471-8511
BROWDER DECLARATION OF TRUST, N		1415 SE 47TH AVE	OCALA FL	34471-8511
BROWER TRUSTEE, JAMES G	PMB 485	7904 E CHAPARRAL RD STE A110-485	SCOTTSDALE AZ	85250-7210
BROWN, RONALD H		10020 NE CR 10	KENDALL KS	67857-5721
BROWN, RONALD H		10020 NE CR 10	KENDALL KS	67857-5721
BRUTUS TRUST		9425 BENEDICT DR	LAS VEGAS NV	89161-2503
BRUTUS TRUST		9425 BENEDICT DR	LAS VEGAS NV	89161-2503
BRUTUS TRUST DATES 5/14/2003		9425 BENEDICT DR	LAS VEGAS NV	89161-2503
BUONANNI, NANCY		535 RIVER MOORINGS DR	MERRITT ISLA FL	32953-7846
BURNS LIVING TRUST		11 SANCHEZ POINT	HOT SPRINGS AR	71909-8700
BYRON EXEMPT TRUST, WINSTON SCC		4782 ASHFIELD CIR	BOULDER CO	80301-4006
BYRON EXEMPT TRUST, WINSTON SCC		4782 ASHFIELD CIR	BOULDER CO	80301-4006
CADELL, CHARLES D		102 COUNTY ROAD 654	TUSCOLA TX	79562-2714
CADELL, DOUGLAS		6724 PASILLA RD NE	RIO RANCHO NM	87144-4950
CADELL, DOUGLAS		6724 PASILLA RD NE	RIO RANCHO NM	87144-4950
CADELL, LYNN		6724 PASILLA RD NE	RIO RANCHO NM	87144-4950
CADELL, LYNN MASON		6724 PASILLA RD NE	RIO RANCHO NM	87144-4950
CALLAHAN, PETER		930 WUTHERING HEIGHTS DR	COLORADO S CO	80921-2554
CALLAHAN, PETER		930 WUTHERING HEIGHTS DR	COLORADO S CO	80921-2554
CALLEAR TRUST, DAVID A AND SANDR		3485 NEEDLES DR	COLORADO S CO	80908-1391
CALLEAR, DAVID A		3485 NEEDLES DR	COLORADO S CO	80908-1391
CAMERON, BRUCE W		4410 CHIMNEY ROCK LN	COLORADO S CO	80904-4619
CAPITAL BUYERS INC		PO BOX 1089	CONWAY AR	72033-1089
CARPENTER III, DALE S		45 PIN OAK DR	LITTLETON CO	80127-4327
CARPENTER III, DALE S		45 PIN OAK DR	LITTLETON CO	80127-4327
CAVVAR, CURTIS MICHAEL		3411 CASCINA CIR UNIT A	HIGHLANDS R CO	80126-7689
CAVNER, CURTIS		3411 CASCINA CIR UNIT A	HIGHLANDS R CO	80126-7689
CHEN, CHIUHUI		3605 TANGLEWOOD CIR	FARMERS BR TX	75234-0000
CHEN, CHIUHUI		3605 TANGLEWOOD CIR	FARMERS BR TX	75234-0000
CLARK, ARUNA S		4252 E CHERRYHURST CT	HIGHLANDS R CO	80126-6887
CLARK, ARUNA S		4252 E CHERRYHURST CT	HIGHLANDS R CO	80126-6887
CLARK, SCOTT		157 BRUSH CREEK DR	AZLE TX	76020-1580
CLOUSE SURVIVOR TRUST		405 FORT GRIFFIN TRL	GEORGETOW TX	78633-5360
CLOUSE, SANDRA SIGLEY		405 FORT GRIFFIN TRL	GEORGETOW TX	78633-5360
COHEN, BARRY EUGENE		5474 BLACKHAWK RD	BOULDER CO	80303-4010
COHEN, BARRY EUGENE		5474 BLACKHAWK RD	BOULDER CO	80303-4010
COHEN, BARRY EUGENE		5474 BLACKHAWK RD	BOULDER CO	80303-4010
COLEMAN, MARTIN		12419 W BOWLES DR	LITTLETON CO	80127-2346
COLEMAN, MARTIN F		12419 W BOWLES DR	LITTLETON CO	80127-2346
COLLINS, RANDY M		411 WALNUT ST NO 6263	GREEN COVE FL	32043-3443
COLLINS, RANDY M		411 WALNUT ST NO 6263	GREEN COVE FL	32043-3443
COLLINS, ROY T		1181 S SUMTER BLVD #260	NORTH PORT FL	34287-2335
COLLINS, ROY T		1181 S SUMTER BLVD #260	NORTH PORT FL	34287-2335
COLLINS, ROY T		1181 S SUMTER BLVD #260	NORTH PORT FL	34287-2335
COLLINS, SALLY JEANNE		411 WALNUT ST NO 6263	GREEN COVE FL	32043-3443
COLLORA II, WILLIAM FRANK		611 TODD ST	CONROE TX	77358-7332
COMPOUND INTERESTS LTD		PO BOX 391	MONTGOMER TX	77356-0391
COSENTINO, MICHAEL M		4245 S 192ND ST	OMAHA NE	68135-0000
COSSETTE JR TRUSTEE, JERROLD E		1100 MARYMOUNT RD	SALINA KS	67401-0000
COSSETTE JR TRUSTEE, JERROLD E		1100 MARYMOUNT RD	SALINA KS	67401-0000
CROMPTON IV, JOSEPH		2033 IMPERIAL LN	SUPERIOR CO	80027-8232
CUGNO, LOUIS		6042 S MILLBROOK CT	AURORA CO	80016-2437
CUGNO, LOUIS FRANCESCO		6042 S MILLBROOK CT	AURORA CO	80016-2437
CUPP, RANDALL E		2913 LACKLAND RD STE 101	FORT WORTH TX	76116-4156
CUSTOMIZED REALTY LLC	C/O DAVID JAMES BOLAND	6338 W NOVA DR	LITTLETON CO	80128-5749
CYPRESS POND HOLDINGS LTD		6500 NW GRAND BLVD	NICHOLS HILL OK	73116-6306
DAGENAIS, LIONEL H		544 INDIAN SHR	LIVINGSTON TX	77351-1141
DALE JR, MILFORD ALLEN		12507 SE 94TH CT	SUMMERFIELD FL	34491-0000
DALE, ALLEN		12507 SE 94TH CT	SUMMERFIELD FL	34491-0000
DAMERON JOINT REVOCABLE TRUST A		2803 E WOODFORD ST	SPRINGFIELD MO	65804-7545
DAMERON JOINT REVOCABLE TRUST A		2803 E WOODFORD ST	SPRINGFIELD MO	65804-7545
DAMERON JOINT REVOCABLE TRUST, I		2803 E WOODFORD ST	SPRINGFIELD MO	65804-7545
DAMERON TRUST, ROY L		2803 E WOODFORD ST	SPRINGFIELD MO	65804-0000
DANCHO FAMILY TRUST DATED 8-17-18		PO BOX 1082	PINE AZ	85544-1082
DANCHO FAMILY TRUST DATED 9-17-19		PO BOX 1082	PINE AZ	85544-1082
DANFORD, DAN M		85 REVETT DR # 297	BRECKENRIDG CO	80424-8956
DAVIS FAMILY REVOCABLE TRUST		PO BOX 747	ABILENE TX	79604-0747
DAVIS FAMILY REVOCABLE TRUST		PO BOX 747	ABILENE TX	79604-0747
DAVIS FAMILY REVOCABLE TRUST		PO BOX 747	ABILENE TX	79604-0747
DE WINTER TRUST, DEBRA L		2780 VAN BUREN ST	HUDSONVILLE MI	49426-9479
DEE LIVING TRUST DATED 10/20/2015		11834 COUNTY ROAD 101 STE 100	THE VILLAGES FL	32162-9340
DEN 150 LAND TRUST	C/O WAYNE WALTON	85 REVETTE DR #150	BRECKENRIDG CO	80424-8956
DEWINTER TRUST, DEBRA L		2780 VAN BUREN RD	HUDSONVILLE MI	49426-9479
DEWINTER TRUST, DEBRA L		2780 VAN BUREN ST	HUDSONVILLE MI	49426-9479
DMRP LLC	C/O MINDY K SHEARER-PFEIL	5925 NEWGATE LN	PLANO TX	75093-4343

DMRP LLC		6620 TRAIL BLUFF DR	PLANO TX 75024-7445
DMRP LLC		5925 NEWGATE LN	PLANO TX 75093-4343
DMRP LLC		5925 NEWGATE LN	PLANO TX 75093-4343
DMRP LLC		5925 NEWGATE LN	PLANO TX 75093-4343
DOHERTY, JOHN T		5347 E COSTILLA DR	LITTLETON CO 80122-0000
DOHERTY, JOHN T		5347 E COSTILLA DR	LITTLETON CO 80122-0000
DONALDSON 2000 REVOCABLE TRUST		700 W HARBOR DR UNIT 2601	SAN DIEGO CA 92101-7759
DOSS FAMILY TRUST	C/O BRECKENRIDGE LLC	3175 SCHILLING AVE	MONUMENT CO 80132-8120
DOSS FAMILY TRUST	C/O BRECKENRIDGE LLC	3175 SCHILLING AVE	MONUMENT CO 80132-0000
DOUBET, L STEVEN		16827 COUNTY HWY 5	ATKINSON IL 61235-9655
DOUBLE DOWN INVESTMENTS LLC	C/O LINDLEY	PO BOX 1273	SEMINOLE OK 74818-1273
DRAKE, DENISE M		1986 ESTABROOK WAY	SUPERIOR CO 80027-8089
DRAKE, JEFFREY B		1986 ESTABROOK WAY	SUPERIOR CO 80027-8089
EATON, ROY		1045 CHAPMAN RD	CRAWFORD TX 76638-0000
EATON, ROY D		1045 CHAPMAN RD	CRAWFORD TX 76638-0000
EDWARDS-TURNACLIFF REVOCABLE TI		4961 VALKYRIE DR	BOULDER CO 80301-0000
ELLIOTT, LEE		675 NORTHFIELD RD	COLORADO S CO 80919-0000
ELLIOTT, ROBERT H		675 NORTHFIELD RD	COLORADO S CO 80919-0000
EPSTEIN, ROBERT H		85 TIGER RUN RD NO 300	BRECKENRIDGE CO 80424-0000
ERP, ALBERT J		5270 ORANGE RIVER BLVD	FORT MYERS FL 33905-2750
ERP, ALBERT J		5270 ORANGE RIVER BLVD	FORT MYERS FL 33905-2750
ERP, VICKI LYNN		5270 ORANGE RIVER BLVD	FORT MYERS FL 33905-2750
ESPEY, JONATHAN F		85 REVETTE DR UNIT 3	BRECKENRIDGE CO 80424-8956
ESPEY, JONATHAN FLOWERS		85 REVETTE DR UNIT 3	BRECKENRIDGE CO 80424-8956
FAY, KATHERINE B	C/O WAYNE WALTON	85 REVETTE DR #150	BRECKENRIDGE CO 80424-8956
FISHER JR, JOHN S		6355 S PONTIAC CT	ENGLEWOOD CO 80111-0000
FITCH, JAMES L		324 SAVANNAH LN	GULF SHORE AL 36542-0000
FITCH, JAMES LEE		324 SAVANNAH LN	GULF SHORE AL 36542-2776
FLEISHER, STEWART		2000 S LOGAN ST	DENVER CO 80210-0000
FLEISHER, STEWART W		2000 S LOGAN ST	DENVER CO 80210-0000
FLOREZ, DAVID		85 TIGER RUN RD # 282	BRECKENRIDGE CO 80424-8806
FLOREZ, SUSAN L		514 AMERICAS WAY # 3953	BOX ELDER SD 57719-7600
FLOREZ, SUSAN L		514 AMERICAS WAY # 3953	BOX ELDER SD 57719-7600
FORE, GARY		12565 PALMER DR	FORT WORTH TX 76179-6624
FORE, GARY		12565 PALMER DR	FORT WORTH TX 76179-6624
FORE, GARY		12565 PALMER DR	FORT WORTH TX 76179-6624
FORE, GARY		12565 PALMER DR	FORT WORTH TX 76179-6624
FORE, GARY		12565 PALMER DR	FORT WORTH TX 76179-6624
FORE, GARY		12565 PALMER DR	FORT WORTH TX 76179-6624
FOX PRIVATE EQUITY LLC		16640 CHESTERFIELD GRV RD STE 170	CHESTERFIELD MO 63005-1410
FOX PRIVATE EQUITY LLC		16640 CHESTERFIELD GROVE RD NO 170	CHESTERFIELD MO 63005-0000
FRANTZ FAMILY TRUST		203 RAINBOW DR # 10367	LIVINGSTON TX 77399-2003
FRANTZ FAMILY TRUST		203 RAINBOW DR # 10367	LIVINGSTON TX 77399-2003
FRENZ, BERTRAM A		221 RAINBOW DR STE 12190	LIVINGSTON TX 77399-2021
FRETWELL FAMILY TRUST		9202 WINDMILL RD	PASO ROBLES CA 93446-9700
FRETWELL FAMILY TRUST		9202 WINDMILL RD	PASO ROBLES CA 93446-9700
GADWAY, CLIFFORD C		216 TALEMENA DR	COTTAGE GROVE OR 97424-3007
GAP REAL ESTATE LTD		519 REGENTS GATE DR	HENDERSON NV 89012-7235
GAP REAL ESTATE LTD		519 REGENTS GATE DR	HENDERSON NV 89012-7235
GAP REAL ESTATE LTD		519 REGENTS GATE DR	HENDERSON NV 89012-7235
GAP REAL ESTATE LTD		519 REGENTS GATE DR	HENDERSON NV 89012-7235
GAP REAL ESTATE LTD		519 REGENTS GATE DR	HENDERSON NV 89012-7235
GAP REAL ESTATE LTD		519 REGENTS GATE DR	HENDERSON NV 89012-7235
GAP REAL ESTATE LTD		519 REGENTS GATE DR	HENDERSON NV 89012-7235
GARCIA, GARY J		2245 LOWELL BLVD	HENDERSON NV 89012-7235
GELMAN, JULIE CARA		6662 E ITHICA PL	DENVER CO 80211-5050
GELMAN, LEONARD MARC		6662 E ITHICA PL	DENVER CO 80237-1215
GEORGE REVOCABLE TRUST DATED 01		1607 BOYD LN	DENVER CO 80237-1215
GERNSTEIN, DAN		2306 N 160TH ST	AUSTIN TX 78732-6021
GIEBEL, RICHARD J		24 AVE B	OMAHA NE 68116-0000
GIEBEL, RICHARD J		24 AVE B	TABERNACLE NJ 08088-0000
GISH, DAN M		210 BENNETT AVE	TABERNACLE NJ 08088-0000
GISH, DAN M		210 BENNETT AVE	COUNCIL BLU IA 51503-0000
GLANCY, GERARD		6390 S PONDS WAY	COUNCIL BLU IA 51503-5205
GNDTIGER108 LLC	C/O GARCIA	2245 LOWELL BLVD	LITTLETON CO 80123-6547
GREYER, ALYSSA L		771 GREENFIELD TURN	DENVER CO 80211-5050
GREYER, ALYSSA L		771 GREENFIELD TURN	YORKVILLE IL 60560-9001
GUILBERT, PATRICK		18 BUTTONWOOD LN	YORKVILLE IL 60560-9001
GUILBERT, PATRICK		18 BUTTONWOOD LN	IPSWICH MA 01938-1183
HAINES, FRED L		2392 K-25	IPSWICH MA 01938-1183
HAINES, FRED L		2392 K 25	COLBY KS 67701-0000
HALFMAN, CHRISTOPHER		1715 POWDER RIDGE DR	COLBY KS 67701-0000
HAMLIN, RICHARD N		639 PONCE DE LEON BLVD	VALRICO FL 33594-4040
HAMLIN, RICHARD NELSON		639 PONCE DE LEON BLVD	BELLEAIR FL 33756-1018
HAMMERTON-MORRIS, LINDA K		3868 MINERS CANDLE PL	BELLEAIR FL 33756-1018
HAMMERTON-MORRIS, LINDA K		3868 MINERS CANDLE PL	CASTLE ROCK CO 80109-3565
HARRIS, TIMOTHY R		9757 KIPLING ST	CASTLE ROCK CO 80109-3565
HARRIS, TIMOTHY R		9757 KIPLING ST	WESTMINSTE CO 80021-6820
			WESTMINSTE CO 80021-6820

HARVEY, BRADFORD  
HARVEY, BRADFORD  
HATTON TRUST DATED 062905, RON AN  
HATTON TRUST DATED 6/29/2005, RON  
HAUSE, SHANNON K  
HAUSE, SHANNON K  
HAUSER TRUSTEE, PAUL  
HAZLETT, BONNIE R  
HIGHLANDS INVESTMENT LLC  
HIGHLANDS INVESTMENT LLC  
HILLARY JR, PATRICK E  
HILLARY JR, PATRICK E  
HILLARY, PATRICK  
HINCH 2012 REVOCABLE TRUST, GRAN  
HINCH 2012 REVOCABLE TRUST, GRAN  
HITCHCOCK, EMILY  
HITCHCOCK, EMILY C  
HITTLE, ELIZABETH E  
HITTLE, ELIZABETH E  
HOGAN, SHEILA JOAN  
HOLLANSWORTH, JEFF P  
HOLLANSWORTH, JEFF P  
HOLLIDAY, ROBERT P  
HOLLIDAY, ROBERT P  
HUSBAND, WILLIAM S  
HUSBAND, WILLIAM SCOTT  
HUTCHINS, HOLLY  
HUTCHINS, HOLLY  
IRELAND, KELLY B  
IRELAND, KELLY B  
IRELAND, KELLY B  
JAMESON, LEIGH ANN  
JAMESON, LEONARD L  
JAMESON, LEONARD L  
JAZZZ HOLDINGS LLC  
JENKINS, JASON R  
JENKINS, JENNY L  
JESSEN, BRUCE ALLEN  
JESSEN, BRUCE ALLEN  
JOHNSON, MARK STEVEN  
JOHNSON, SUSAN M  
JONES II, AVERY M  
JONES, JENNIFER SUTTLEWORTH H  
JOUFLAS REVOCABLE TRUST, STEPHE  
KELLY, BRUCE  
KELLY, BRUCE W  
KENT, RICKY  
KENT, RICKY D  
KILLGORE, JOSEPH GREIG  
KING, KEITH C  
KING, KEITH CHARLES  
KING, KEITH CHARLES  
KINSEY TRUST  
KINSEY TRUST DTD 3/17/16  
KNL TRUST DATED 11/2015  
KOONS, FRED B  
KOONS, FRED B  
KUNDIGER, REX  
KUNDIGER, REX W  
KUNDIGER, REX WAYNE  
LAWLOR, THOMAS MICHAEL  
LAWLOR, THOMAS MICHAEL  
LAYDEN, MARK  
LAYDEN, MARK S  
LE, NICKIE K  
LE, NICKIE K  
LEFEBVRE, KEVIN T  
LEFEBVRE, KEVIN T  
LERNER, MICHAEL S  
LINDROTH, KAREN  
LINDROTH, KAREN  
LINN, KATHRYN A  
LINN, KATHRYN A  
LINNET, MARTIN J  
LINNET, MARTIN J  
LITZMANN, KARIN  
LITZMANN, KARIN  
LKG INVESTMENTS LLC  
LUBE, JOHN P

C/O ARIK ANDERS ANDERSON

PO BOX 8412  
PO BOX 8412  
7744 W OXFORD PL  
7744 W OXFORD PL  
925 HIDDEN VALLEY RD  
925 HIDDEN VALLEY RD  
112 MONTANA DR  
4173 E HINSDALE CIR  
1203 HICKORY WAY  
1203 HICKORY WAY  
191 DOVE HOLLOW TRL  
191 DOVE HOLLOW TR  
191 DOVE HOLLOW TRL  
4111 S DARLINGTON AVE STE 1190  
4111 S DARLINGTON AVE STE 1190  
10390 OWENS ST  
10390 OWENS ST  
2432 S ELLIS ST  
2432 S ELLIS ST  
325 ELLSWORTH ST  
32 LINARES LN  
32 LINARES LN  
5414 FAWN LAKE CT  
5414 FAWN LAKE CT  
12344 MONTANO WAY  
12344 MONTANO WAY  
1709 BROOKWATER PL  
1709 BROOKWATER PL  
3451 WOLFE AVE  
3451 WOLFE AVE  
3451 WOLFE AVE  
3000 N W 66TH ST  
PO BOX 850086  
PO BOX 850086  
8299 S FILLMORE CIR  
16039 OURAY RD  
16039 OURAY RD  
17135 E FONTANA WAY  
17135 E FONTANA WAY  
155 RAINBOW DR  
405 CRESTRIDGE RD  
PO BOX 381403  
PO BOX 381403  
8369 ZIRCON ST  
7 ABERDEEN CROSSING PL  
7 ABERDEEN CROSSING PL  
PO BOX 607  
PO BOX 607  
1411 FLINT PL  
200 CONGRESS AVE UNIT 17F  
200 CONGRESS AVE UNIT 17F  
200 CONGRESS AVE UNIT 17F  
10327 NW 107TH AVE  
10327 NW 107TH AVE  
4774 SPAULDING ORCHARD RD  
13665 QUEENS HARBOR BLVD N  
13665 QUEENS HARBOR BLVD N  
5350 GREENSIDE CT  
5350 GREENSIDE CT  
5350 GREENSIDE CT  
15333 W EVANS DR  
15333 W EVANS DR  
85 REVETTE DR SP 104  
85 REVETTE DR SP 104  
15975 E LAKE CIR  
15975 E LAKE CIR  
2707 WHITWORTH DR  
2707 WHITWORTH DR  
PO BOX 2442  
41 ELM AVE  
41 ELM AVE  
500 TULANE DR SE  
500 TULANE DR SE  
133 S INDIANA WAY  
133 S INDIANA WAY  
PO BOX 9235  
PO BOX 9235  
3831 SINGER BLVD NE  
152 BRANDING IRON DR

BRECKENRIDI CO 80424-8412  
BRECKENRIDI CO 80424-8412  
LAKEWOOD CO 80235-1912  
LAKEWOOD CO 80235-1912  
COLORADO S CO 80919-2715  
COLORADO S CO 80919-2715  
SAINT CHARL MO 63304-7147  
CENTENNIAL CO 80122-2279  
ERIE CO 80516-7993  
ERIE CO 80516-7993  
GEORGETOW TX 78633-4880  
GEORGETOW TX 78628-0000  
GEORGETOW TX 78628-0000  
TULSA OK 74135-6381  
TULSA OK 74135-6381  
BROOMFIELD CO 80021-7811  
BROOMFIELD CO 80021-0000  
LAKEWOOD CO 80228-0000  
LAKEWOOD CO 80228-0000  
COLORADO S CO 80906-7905  
HOT SPRINGS AR 71909-7886  
HOT SPRINGS AR 71909-7886  
SANFORD FL 32771-7177  
SANFORD FL 32771-7177  
CASTLE ROCK CO 80108-8130  
CASTLE ROCK CO 80108-8130  
AMARILLO TX 79124-1127  
AMARILLO TX 79124-1127  
SARASOTA FL 34235-6644  
SARASOTA FL 34235-6644  
SARASOTA FL 34235-6644  
OKLAHOMA C OK 73116-0000  
YUKON OK 73085-0086  
YUKON OK 73085-0086  
CENTENNIAL CO 80122-3438  
PINE CO 80470-9015  
PINE CO 80470-9015  
FOUNTAIN HILAZ 85268-8571  
FOUNTAIN HILAZ 85268-8571  
LIVINGSTON TX 77399-1055  
ROCKWALL TX 75032-1901  
BIRMINGHAM AL 35238-1403  
BIRMINGHAM AL 35238-1403  
ARVADA CO 80007-7188  
THE WOODLA TX 77381-5174  
THE WOODLA TX 77381-5174  
SEARCY AR 72145-0607  
SEARCY AR 72145-0607  
LONGMONT CO 80501-6502  
AUSTIN TX 78701-4537  
AUSTIN TX 78701-4537  
AUSTIN TX 78701-4537  
GRANGER IA 50109-9781  
GRANGER IA 50109-9781  
CHATHAM IL 62629-9700  
JACKSONVILL FL 32225-4923  
JACKSONVILL FL 32225-4923  
ORLANDO FL 32819-3829  
ORLANDO FL 32819-3829  
ORLANDO FL 32819-0000  
LAKEWOOD CO 80228-6449  
LAKEWOOD CO 80228-6449  
BRECKENRIDI CO 80424-8956  
BRECKENRIDI CO 80424-8956  
AURORA CO 80016-3068  
AURORA CO 80016-3068  
FORT COLLIN: CO 80525-0000  
FORT COLLIN: CO 80525-0000  
FRISCO CO 80443-2442  
COLORADO S CO 80906-0000  
COLORADO S CO 80906-0000  
ALBUQUERQL NM 87106-1519  
ALBUQUERQL NM 87106-1519  
GOLDEN CO 80401-0000  
GOLDEN CO 80401-0000  
BRECKENRIDI CO 80424-9235  
BRECKENRIDI CO 80424-9235  
ALBUQUERQL NM 87109-5804  
SMITHVILLE TX 78957-5070

LUBE, JOHN P		152 BRANDING IRON DR	SMITHVILLE TX	78957-5070
LYNCH, DENNIS C		2016 TIARA CT	GRAND JUNC CO	81507-9788
MAC FARLANE, GAVIN ROBERT		2923 MONACO PKWY	DENVER CO	80207-2850
MACCAGLI, JENNE CHRISTIANA		1010 THISTLE CREEK CT	WESTON FL	33327-0000
MACCAGLI, KEVIN A		1010 THISTLE CREEK CT	WESTON FL	33327-0000
MACFARLANE, GAVIN ROBERT		2923 MONACO PKWY	DENVER CO	80207-2850
MALEK FAMILY PROPERTIES LTD		PO BOX 26079	CORPUS CHR TX	78426-0729
MALYSA, DAVID L		14715 PECOS ST	WESTMINSTE CO	80020-0000
MARTIN JR, JOHN R		4635 CENTERVILLE RD	SAINT PAUL MN	55127-2302
MARTIN JR, JOHN R		4635 CENTERVILLE RD	SAINT PAUL MN	55127-2302
MARTIN, MARK A		1601 BATESVILLE BLVD	BATESVILLE AR	72501-8372
MASON, CHARLES W		2606 HEATHERGOLD DR	HOUSTON TX	77084-4339
MASON, CHARLES W		2606 HEATHERGOLD DR	HOUSTON TX	77084-4339
MATTIE, LYNN V		20020 ROAMING DR	COLORADO S CO	80908-2335
MATTIE, LYNN V		20020 ROAMING DR	COLORADO S CO	80908-2335
MAY, ELLIOTT THOMAS		381 CORONA ST	DENVER CO	80218-3939
MAY, ELLIOTT THOMAS		381 N CORONA ST	DENVER CO	80218-3939
MAYER, DAN ELLIS		113 E SUNBEAM CT	PAGOSA SPRING CO	81147-7241
MC ALLASTER PROPERTIES LLC		5801 DEAUVILLE APT 617	MIDLAND TX	79706-2998
MC DOWELL, BRUCE I		10057 GLENAYRE CT	PARKER CO	80134-5769
MC DOWELL, BRUCE I		10057 GLENAYRE CT	PARKER CO	80134-5769
MC GINLEY, W CURTIS		6051 DAVIS BLVD UNIT 820721	NORTH RICHL TX	76182-5433
MC GINLEY, W CURTIS		6051 DAVIS BLVD UNIT 820721	NORTH RICHL TX	76182-5433
MCMILLAN SR, RICHARD J		411 GRAND FIR LN	RICHMOND TX	77469-1912
MEADOWS TRUST DATED 11/15/2012, K		17 DUTCH CREEK DR	LITTLETON CO	80123-6578
MEADOWS TRUST DATED 11/15/2012, K		17 DUTCH CREEK DR	LITTLETON CO	80123-6578
MEDIATE, BRUNO ANTHONY		3645 FALCO CT	COLORADO S CO	80920-7344
MEDIATE, VICKY RAPPOLD		3645 FALCO CT	COLORADO S CO	80920-7344
MEYBIN III TRUST, ROBERT J		1701 BREEZY POINT CIR APT 101	N CHESTERFL VA	23235-4394
MIDDLETON, HAROLD		13429 MADRONE MOUNTAIN WAY	AUSTIN TX	78737-8826
MILLER, DON	C/O GEORGE REVOCABLE TRUST	1607 BOYD LN	AUSTIN TX	78732-6021
MOORE, GREGORY B		790 ROYAL CROWN LANE	COLORADO S CO	80906-0000
MOORE, GREGORY B		790 ROYAL CROWN LANE	COLORADO S CO	80906-0000
MULLINS, CHARLES C		PO BOX 18052	GOLDEN CO	80402-8052
MULLINS, LISA A		8733 S AULT LN	MORRISON CO	80465-2451
MURRAY LIVING TRUST DTD 5/2/00, JAC		1081 E WASHINGTON ST	GIDDINGS TX	78942-2121
MURRAY LIVING TRUST DTD 5/2/2000, J		1081 E WASHINGTON ST	GIDDINGS TX	78942-2121
MURRAY LIVING TRUST, JACK		1081 E WASHINGTON ST	GIDDINGS TX	78942-2121
NAHM, TIMOTHY L		13910 W WARREN DR	DENVER CO	80228-0000
NAHM, TIMOTHY L		13910 W WARREN DR	DENVER CO	80228-0000
NARANS, DARIN		PO BOX 2665	EVERGREEN CO	80437-2665
NARANS, DARIN		PO BOX 2665	EVERGREEN CO	80437-2665
NARANS, KELLI	C/O KEVIN NARANS	PO BOX 2665	EVERGREEN CO	80437-2665
NARANS, KEVIN	C/O ERIC PLATTE	26841 E CLIFTON DR	AURORA CO	80016-7320
NARANS, KEVIN		3886 SPRING VALLEY TRL	EVERGREEN CO	80439-7940
NARANS, KEVIN DEE		PO BOX 2665	EVERGREEN CO	80437-2665
NAVARRE REAL ESTATE		85 TIGER RUN RD STE C	BRECKENRIDGE CO	80424-8806
NAVARRE REAL ESTATE LLC		85 TIGER RUN RD STE C	BRECKENRIDGE CO	80424-8806
NAVARRE REAL ESTATE LLC		85 TIGER RUN RD STE C	BRECKENRIDGE CO	80424-8806
NEDROW, JEFFREY		7681 32ND ST	BOULDER CO	80302-9327
NEDROW, JEFFREY		7681 32ND ST	BOULDER CO	80302-9327
NEWELL ASSOCIATES RETIREMENT TR		233 FOREST RIDGE DR	LAKE HILLS TX	78063-6213
NEWMAN FAMILY REVOCABLE LIVING T		855 INCA PKWY	BOULDER CO	80303-2605
NEWMAN TRUSTEE, DONALD D		855 INCA PKWY	BOULDER CO	80303-2605
NEWMAN, LAURA J		855 INCA PKWY	BOULDER CO	80303-2605
NICHOL FAMILY TRUST		107 MESERO WAY	HOT SPRINGS AR	71909-6023
NICHOL FAMILY TRUST		107 MESERO WAY	HOT SPRINGS AR	71909-6023
NICHOL FAMILY TRUST		107 MESERO WAY	HOT SPRINGS AR	71909-6023
NICHOL, JAMES		107 MESERO WAY	HOT SPRINGS AR	71909-6023
NICHOLS, JOHN R		16809 SQUAW VALLEY LN	AUSTIN TX	78717-2954
NICHOLS, JOHN R		16809 SQUAW VALLEY LN	AUSTIN TX	78717-2954
NOFFSINGER, JAMES L		2120 45TH AVE	GREELEY CO	80634-3238
NOFFSINGER, JAMES L		2120 45TH AVE	GREELEY CO	80634-3238
NOFFSINGER, JAMES LEE		2120 45TH AVE	GREELEY CO	80634-3238
NOORY, GABRIELLE		1205 JANLAIN CT	BLOOMFIELD MI	48302-2805
NOORY, GABRIELLE DENISE		1205 JANLAIN CT	BLOOMFIELD MI	48302-2805
NORTHERN EDGE LLC	C/O TURNER	5601 SW MOUNDVIEW DR	TOPEKA KS	66610-2323
NOUVEAU HOMES LLC		19475 BEACON LITE RD	MONUMENT CO	80132-9638
NOUVEAU HOMES LLC		19475 BEACON LITE RD	MONUMENT CO	80132-9638
NOUVEAU HOMES LLC		19475 BEACON LITE RD	MONUMENT CO	80132-9638
O DONNELL, MICHAEL ROBERT	C/O JOHN S JR & WANDA L FISHER	6355 S PONTIAC CT	ENGLEWOOD CO	80111-0000
O KEEFE, KRISTI		5350 S JAY CIR UNIT 3F	LITTLETON CO	80123-0671
O KEEFE, KRISTI RUTH		5350 S JAY CIR UNIT 3F	LITTLETON CO	80123-0671
OLSON, CHRISTINE DELLA		1900 JASMINE ST	DENVER CO	80220-1541
OLSON, CHRISTINE DELLA		1900 JASMINE ST	DENVER CO	80220-1541
OUTERBRIDGE, SANDRA LYNNE		57 PEBBLE BEACH CIR	FLAGLER BEA FL	32136-4013
OVERMAN, JAMES L		670 3RD ST SW	NAPLES FL	34117-5100
PAINTER, MARSHA		1193 COUNTY RD 119	FLORENCE CO	81226-9526
PAMART ENTERPRISES LLC	C/O BENNETT LAW OFFICES PC	124 W PINE ST	MISSOULA MT	59802-4222

PANCOAST, RUSSELL R		2741 INDIAN WELLS DR	KERRVILLE TX	78028-8056
PANCOAST, RUSSELL R		2741 INDIAN WELLS DR	KERRVILLE TX	78028-8056
PARTAIN, LARRY HENRY		13100 MYRTLE DR	EDMOND OK	73013-7437
PATTEE FAMILY LIMITED PARTNERSHIP		110 CHEYENNE BLVD	COLORADO S CO	80905-2443
PAUL, DAVID LEE	C/O WILLIAM & NANCY BUONANNI	535 RIVER MOORINGS DR	MERRITT ISLA FL	32953-7846
PECK, CHARLES JEFFERY		4512 MARTINGALE LOOP	CHEYENNE WY	82009-9364
PECK, MICHELE RENE		4512 MARTINGALE LOOP	CHEYENNE WY	82009-9364
PHIFER, DAVID W	C/O DAVID W PHIFER	10987 E PINWOOD DR	PARKER CO	80138-7805
PHILLIPS FAMILY REVOCABLE TRUST 2		5019 PHEASANT CREST RD	EDMOND OK	73034-9207
PHILLIPS FAMILY REVOCABLE TRUST 2		5019 PHEASANT CREST RD	EDMOND OK	73034-9207
PIEPENBROK REVOCABLE TRUST		6112 WINDSTEAD DR	PLANO TX	75024-5212
PIEPENBROK REVOCABLE TRUST		6112 WINSTEAD DR	PLANO TX	75024-5212
PIEPENBROK REVOCABLE TRUST DATE		6112 WINSTEAD DR	PLANO TX	75024-5212
PIEPENBROK REVOCABLE TRUST DATE		6112 WINSTEAD DR	PLANO TX	75024-5212
PIERCE, JAMES T		6125 LEMONWOOD DR	COLORADO S CO	80918-0000
PITTMAN, GARY WAYNE		519 REGENTS GATE DR	HENDERSON NV	89012-7235
PLATINUM COACH AND RV LLC	C/O DUPUIS	699 E HWY 121 # 200	LEWISVILLE TX	75057-4736
PLATTE, ERIC		26841 E CLIFTON DR	AURORA CO	80016-7320
POPE LIVING TRUST	C/O BASCONE LIVING TRUST	7020 GRANITE PEAK DR	COLORADO S CO	80923-8782
POSTLETHWAITE, JOHN C		9363 CATTAIL CT	HIGHLANDS R CO	80126-2738
POSTLETHWAITE, JOHN C		9363 CATTAIL CT	HIGHLANDS R CO	80126-2738
PRICE, MICHAEL W		473 EISENHOWER RD	DENISON TX	75020-4733
PRICE, MICHAEL WAYNE		473 EISENHOWER RD	DENISON TX	75020-4733
RACHWAL TRUST DATED 041709, STEF.		8061 E 29TH AVE	DENVER CO	80238-3139
RACHWAL, STEFAN DANA		8061 E 29TH AVE	DENVER CO	80238-3139
RADTKE, DOUGLAS GORDON		5 LUZ DEL MONTE	SANTA FE NM	87506-0700
RADTKE, DOUGLAS GORDON		5 LUZ DEL MONTE	SANTA FE NM	87506-0700
RATH, AARON		1825 S TRENTON ST	DENVER CO	80231-0000
RATHWELL, LYLE R		25511 BUDDE RD STE 601	THE WOODLA TX	77380-2081
REED, TERRY K		914 E ELM ST	BREA CA	92821-6622
REETZ, CHRISTIANE		138 IRVINGTON DR	SAN ANTONIO TX	78209-4218
REETZ, CHRISTIANE		138 IRVINGTON DR	SAN ANTONIO TX	78209-4218
REGIER, RONALD R	C/O DAVID W PHIFER	10987 E PINWOOD DR	PARKER CO	80138-7805
REVOCABLE INTER VIVOS TRUST GRAI		4111 S DARLINGTON AVE STE 1190	TULSA OK	74135-6381
RHONICK PROPERTIES LLC		27210 ROBINSON RD	CONROE TX	77358-8928
RICHARDS, ROBERT W		2693 N 158TH DR	GOODYEAR AZ	85395-2088
RICHARDS, ROBERT W		2693 N 158TH DR	GOODYEAR AZ	85395-2088
RICHARDS, ROBERT W		2693 N 158TH DR	GOODYEAR AZ	85395-2088
RIGGS, RUSSELL L		PO BOX 226	ALAMOGORDO NM	88311-0226
RIGGS, RUSSELL L		PO BOX 226	ALAMOGORDO NM	88311-0226
RINCON CAPITAL STRATEGY LLC		PO BOX 1285	CARPINTERIA CA	93014-1285
RINCON CAPITAL STRATEGY LLC		PO BOX 1285	CARPINTERIA CA	93014-0000
RINCON CAPITAL STRATEGY LLC		PO BOX 1285	CARPINTERIA CA	93014-1285
RINCON CAPITAL STRATEGY LLC		PO BOX 1285	CARPINTERIA CA	93014-1285
RINCON CAPITAL STRATEGY LLC		PO BOX 1285	CARPINTERIA CA	93014-1285
ROBINSON, BRUCE		7034 S YAMPA CT	AURORA CO	80016-1500
ROBINSON, BRUCE		7034 S YAMPA CT	AURORA CO	80016-1500
ROCHOWIAK REVOCABLE TRUST, PAUL		4443 S DAVIDSON DR	INDEPENDENCE MO	64055-0000
ROCHOWIAK REVOCABLE TRUST, PAUL		4443 S DAVIDSON DR	INDEPENDENCE MO	64055-0000
RON AND BARBARA HATON TRUST 0621		7744 W OXFORD PL	LAKWOOD CO	80235-1912
ROUCLOUX, RICHARD A		8140 JOY RD	VOLENTE TX	78641-9851
RSR TIGER RUN LLC		11619 SPRING CYPRESS RD STE D	TOMBALL TX	77377-8922
RUTLEDGE, CHRISTOPHER ROBIN		7930 S VINCENNES WAY	CENTENNIAL CO	80112-0000
RUTLEDGE, CHRISTOPHER ROBIN		7930 S VINCENNES WAY	CENTENNIAL CO	80112-0000
RV AMERICA INC		320 STARFIRE WAY	GOLDEN CO	80401-8847
RV AMERICA THE MARKETPLACE INC		320 STARFIRE WAY	GOLDEN CO	80401-8847
RV RESOURCES LLC		1570 HIGHWAY 157 N	MANSFIELD TX	76063-3918
SACHANANDANI, HARI		320 STARFIRE WAY	GOLDEN CO	80401-8847
SACHANANDANI, HARI		320 STARFIRE WAY	GOLDEN CO	80401-8847
SACHANANDANI, HARI		320 STARFIRE WAY	GOLDEN CO	80401-8847
SACHANANDANI, HARI		320 STARFIRE WAY	GOLDEN CO	80401-8847
SACHANANDANI, HARI		320 STARFIRE WAY	GOLDEN CO	80401-8847
SACHANANDANI, HARI		320 STARFIRE WAY	GOLDEN CO	80401-8847
SAMFORD, KENNETH D		6009 RIVER HIGHLANDS DR	MC KINNEY TX	75070-4852
SAMFORD, KENNETH D		6009 RIVER HIGHLANDS DR	MC KINNEY TX	75070-4852
SAND KEY LLC		85 REVETT DR STE C	BRECKENRIDGE CO	80424-8956
SAR, RICHARD L		26710 N 11TH DR	PHOENIX AZ	85085-6377
SCHAEFER, PAUL W		325 ELLSWORTH ST	COLORADO S CO	80906-7905
SCHLEUNIGER TRUSTEE, ARNOLD X		35356 MEADOW PARK CIR	WILDOMAR CA	92595-7729
SCHLEUNIGER TRUSTEE, ARNOLD X		35356 MEADOW PARK CIR	WILDOMAR CA	92595-7729
SCHLEUNIGER TRUSTEE, ARNOLD X		35356 MEADOW PARK CIR	WILDOMAR CA	92595-7729
SCHLEUNIGER TRUSTEE, ARNOLD X		35356 MEADOW PARK CIR	WILDOMAR CA	92595-7729
SCHRAM JR, ALFRED F		2731 SHAWN DR	DENISON TX	75020-5621
SCHRAM JR, ALFRED F		2731 SHAWN DR	DENISON TX	75020-5621
SEIFRICK, JOHN M		5925 STILL FOREST	DALLAS TX	75252-0000
SEIFRICK, JOHN M		5925 STILL FOREST	DALLAS TX	75252-0000
SHAPIRO, ROGER D		5101 S MONACO ST	GREENWOOD CO	80111-1428
SHEPHERD TRUSTEE, GERALD DE WA		7759 SPRUCE CT	THORNTON CO	80602-5820
SHEPHERD TRUSTEE, GERALD DE WA		7759 SPRUCE CT	BRIGHTON CO	80602-5820

SHEPHERD, GERALD D  
SHERBONDY, DICK E  
SHINN, JODI V  
SHUMWAY, TODD MICHAEL  
SHUMWAY, TODD MICHAEL  
SIMONDS, MARK B  
SIMONDS, MARK BRUCE  
SLOSS, ANDREW  
SLOSS, ANDREW WADE  
SMART TRUST UTA 072706, ROBERT AI  
SMART, LILLIAN MARY  
SMITH, GERALD EDWARD  
SMITH, JONATHAN MARCUS  
SMITH, JONATHAN MARCUS  
SMITH, SCOTT BERKELEY  
SMITH, SCOTT BERKELEY  
SNIPES, DAVID H  
SNOVER, MICHAEL A  
SNOVER, MICHAEL A  
SOMMERS, JAMES L  
SOMMERS, JAMES L  
SPARKS, KAREN E  
SPICEWOOD LLC  
SPICEWOOD LLC  
SPICEWOOD LLC  
STEEP INVESTMENTS LLC  
STEEP INVESTMENTS LLC  
STEVENSON, DOUGLAS  
STEVENSON, DOUGLAS  
STRECKER, DOUGLAS J  
SWARTZ, DIANE F  
SWARTZ, DIANE F  
TABOR, KENNETH  
TARNASKY, RALPH F  
TARNASKY, RALPH F  
TATER, KATERINA  
TEPLEY, RUTH  
TEPLEY, RUTH  
THEISEN, JEFFREY J  
THEISEN, JEFFREY J  
THOMPSON, BENJAMIN  
THOMPSON, STEPHEN M  
THOMPSON, STEPHEN M  
THORWART LIVING TRUST DATED 9/7/1  
TIGER RUN INVESTMENTS INC  
TIGER RUN INVESTMENTS INC  
TIGER RUN INVESTMENTS INC  
TIGER RUN INVESTMENTS INC  
TIGER RUN LLC C/O MARK GERHARDT  
TIGER RUN OWNERS ASSOCIATION C/O ACCU INC  
TIGER RUN RESORT RECREATION, VEF C/O SUMMIT COUNTY CAMPGROUND /  
TR CHALET LLC C/O KEVIN NARANS  
TR COLORADO LLC C/O SANDERS  
TRAILS NORTH LLC  
TROBAUGH, BETSY L  
TROBAUGH, BETSY L  
TURLEY, J MICHAEL  
TURLEY, J MICHAEL  
TURNACLIFF, WAYNE  
TURNER, DONALD H  
TURNER, JOHNNY B  
VAN DE BOOGAARD, CHARLES J  
VAN DE BOOGAARD, CHARLES J  
VANINGER, TIMOTHY J  
VANINGER, TIMOTHY J  
VARTY 2015 REVOCABLE TRUST, DAVIE  
VAUGHN, TAMELA F  
VAUGHN, TAMELA F  
VENIER, RICHARD J  
VENIER, RICHARD J  
VENIER, RICHARD J  
VERSEMAN, JEFF  
VISICH, STEPHEN  
WALKER, GREGORY J  
WALKER, SUSAN E  
WALSH, ADAM  
WALSH, ADAM J  
WAYNE LIVING TRUST  
WAYNE LIVING TRUST

7759 SPRUCE CT  
PO BOX 538  
PO BOX 1104  
184 NEPTUNE DR  
184 NEPTUNE DR  
8653 E 148TH LN  
8653 E 148TH LN  
1408 WOODLAND ST  
1408 WOODLAND ST  
2414 NW 30TH RD  
2414 NW 30TH RD  
8033 MEADOWLAKE RD  
PO BOX 7399 PMB 540  
PO BOX 7399 PMB 540  
12505 ALCOTT ST  
12505 ALCOTT ST  
1409 JOHNSON RD  
170 FOX HILL LN  
170 FOXHILL LN  
4000 S 56TH ST APT 114B  
4000 S 56TH ST APT 114B  
5 LUZ DEL MONTE  
173 FM 3237 STE A  
173 FM 3237 STE A  
173 FM 3237 STE A  
85 REVETT DR # 77  
85 REVETT DR # 77  
9756 CASTLE RIDGE CIR  
9756 CASTLE RDG CIR  
PO BOX 3048  
1807 MADERO DR  
1807 MADERO DR  
1705 DEER PATH  
2010 46TH AVE #58  
2010 46TH AVE #58  
41040 HIGHWAY 27 NO 366  
18 BROADMOOR AVE  
18 BROADMOOR AVE  
15963 W 73RD AVE  
15963 W 73RD AVE  
687 ROYAL COACHMAN BLVD LOT 1  
25645 E MAPLEWOOD PL  
25645 E MAPLEWOOD PL  
3819 CREEK BANK DR  
85 TIGER RUN RD  
85 TIGER RUN RD  
85 TIGER RUN RD  
85 TIGER RUN RD  
601 N CONGRESS AVE STE 415  
2140 S HOLLY ST  
85 TIGER RUN RD  
PO BOX 2665  
610 MOCKINGBIRD PL  
217 KEITH FOSTER DR  
233 REMUDA LANE  
233 REMUDA LANE  
PO BOX 38036  
PO BOX 38036  
4961 VALKYRIE DR  
7032 NANDINA LN  
5601 SW MOUNDVIEW DR  
626 W LILAC CT  
626 W LILAC CT  
11033 W ROWLAND DR  
11033 W ROWLAND DR  
2505 ANTHEM VILLAGE DR #322  
7781 E 29TH AVE  
7781 E 29TH AVE  
2401 JOHN DR  
2401 JOHN DR  
2401 JOHN AVE  
3701 CACTUS CREEK CT  
PO BOX 9828  
105 S BRENTWOOD ST  
105 S BRENTWOOD ST  
2 TOWNSEND ST APT 1-806  
85 REVETTE DR  
PO BOX 75012  
PO BOX 75012

THORNTON CO 80602-5820  
STOCKTON KS 67669-0538  
BROOKSVILLE FL 34605-1104  
HYPOLUXO FL 33462-6020  
HYPOLUXO FL 33462-6020  
THORNTON CO 80602-5800  
THORNTON CO 80602-5800  
NASHVILLE TN 37206-2823  
NASHVILLE TN 37206-2823  
BOCA RATON FL 33431-6215  
BOCA RATON FL 33431-6215  
NIWOT CO 80503-7144  
BRECKENRIDI CO 80424-7399  
BRECKENRIDI CO 80424-7399  
BROOMFIELD CO 80020-3850  
BROOMFIELD CO 80020-3850  
KELLER TX 76248-4325  
COLORADO S CO 80919-0000  
COLORADO S CO 80919-0000  
LINCOLN NE 68506-5101  
LINCOLN NE 68506-5101  
SANTA FE NM 87506-0700  
WIMBERLEY TX 78676-5373  
WIMBERLEY TX 78676-5373  
WIMBERLEY TX 78676-5373  
BRECKENRIDI CO 80424-8956  
BRECKENRIDI CO 80424-8956  
HIGHLANDS R CO 80129-0000  
HIGHLANDS R CO 80129-0000  
MONUMENT CO 80132-3048  
LADY LAKE FL 32159-0000  
LADY LAKE FL 32159-0000  
FLOWER MOLTX 75022-5695  
GREELEY CO 80634-3254  
GREELEY CO 80634-3254  
DAVENPORT FL 33837-7878  
COLORADO S CO 80906-3632  
COLORADO S CO 80906-3632  
ARVADA CO 80007-7089  
ARVADA CO 80007-7089  
ARVADA CO 80007-7089  
DILLON CO 80435-8402  
AURORA CO 80016-6169  
AURORA CO 80016-6169  
EDMOND OK 73003-3545  
BRECKENRIDI CO 80424-0000  
BRECKENRIDI CO 80424-0000  
BRECKENRIDI CO 80424-0000  
BRECKENRIDI CO 80424-0000  
DELRAY BEAC FL 33445-4640  
DENVER CO 80222-5600  
BRECKENRIDI CO 80424-0000  
EVERGREEN CO 80437-2665  
CORSIANA TX 75110-2096  
NEW BRAUNF TX 78130-8286  
LAFAYETTE CO 80026-0000  
LAFAYETTE CO 80026-0000  
COLORADO S CO 80937-0000  
COLORADO S CO 80937-8036  
BOULDER CO 80301-0000  
TAMARAC FL 33321-0000  
TOPEKA KS 66610-2323  
LOUISVILLE CO 80027-0000  
LOUISVILLE CO 80027-0000  
LITTLETON CO 80127-0000  
LITTLETON CO 80127-0000  
HENDERSON NV 89052-0000  
DENVER CO 80238-3462  
DENVER CO 80238-3462  
FRIENDSWOC TX 77546-0000  
FRIENDSWOC TX 77546-0000  
FRIENDSWOC TX 77546-2007  
HIGHLANDS R CO 80126-6049  
BRECKENRIDI CO 80424-9828  
LAKEWOOD CO 80226-1357  
LAKEWOOD CO 80226-1357  
SAN FRANCIS CA 94107-2041  
BRECKENRIDI CO 80424-8956  
COLORADO S CO 80970-5012  
COLORADO S CO 80970-5012

WAYNICK, SIDNEY L  
WEAVER, MICHAEL G  
WEAVER, MIKE  
WEAVER, MIKE  
WEBB, JAMES H  
WEBB, JAMES H  
WEINBERG, JOHN JEFFERSON  
WEINBERG, JOSEPH JEFFERSON  
WEISMAN, PAUL  
WEISMAN, PAUL MARC  
WELCOME TO THE JUNGLE REVOCABL  
WELTI, PETER  
WENTLAND, LYNN ANN  
WENTLAND, LYNN ANN  
WERSTAK, JAMES C  
WHITE, TOM ALBERT  
WHITT, RUSSELL  
WHITT, RUSSELL A  
WILKES LIVING TRUST, JOHN  
WILKES, JOHN S  
WILLIAMS, ADAM SCOTT  
WILLIAMS, ADAM SCOTT  
WILLMS, CARL F  
WINDSOR, KENNETH E  
WINDSOR, KENNETH E  
WOHLGEMUTH, TIMOTHY STEVEN  
WUELLNER, PAUL  
WUELLNER, PAUL ALAN  
WULFF, HAROLD  
WULFF, HAROLD E  
YANDON REVOCABLE LIVING TRUST, E  
YAO, LOU WAH  
YAO, LOU WAH  
YOUNG, RALPH M  
YOUNG, RALPH MARION  
ZAHAROFF FAMILY TRUST  
ZAHAROFF FAMILY TRUST  
ZARLENGO, GINA  
ZARLENGO, GINA  
ZEEMAN, JOHN

C/O MICHAEL AND JANA LERNER

C/O MARK BARTHOLOMAEI

C/O WENTLAND

300 CARTWRIGHT RD  
10776 PERRY PARK RD  
10776 PERRY PARK RD  
10776 PERRY PARK RD  
7572 S ESTES CT  
7572 S ESTES CT  
978 GARDEN DR  
978 GARDEN DR  
1050 SW 116TH WAY  
PO BOX 2442  
22436 NAKOTA DR  
PO BOX 513  
1330 STELLA DR  
1330 STELLA DR  
276 HERNANDO RD  
2252 HOLYOKE LN  
PO BOX 7399 PMB 373  
400 N PARK AVE STE 10-B  
16000 RAY DR  
16000 RAY DR  
95A CRYSTAL PARK RD APT A  
95A CRYSTAL PARK RD APT A  
5014 MEGILL RD  
3292 THOMPSON BR RD  
3292 THOMPSON BR RD  
2923 UMATILLA ST  
2887 GOAT CREEK RD LOT 211  
2887 GOAT CREEK RD LOT 211  
5986 ADAMANTS DR  
5986 ADAMANTS DR  
8470 WOLCOTT RD  
4475 S ANDES WAY  
4475 S ANDES WAY  
105 IVY LN  
105 IVY LN  
1620 PINNACLE RIDGE LN  
1620 PINNACLE RIDGE LN  
16553 DEER MOUNTAIN DR  
16553 DEER MOUNTAIN DR  
914 E ELM ST

WEATHERFOI TX 76087-6904  
LARKSPUR CO 80118-7608  
LARKSPUR CO 80118-7608  
LARKSPUR CO 80118-7608  
LITTLETON CO 80128-5222  
LITTLETON CO 80128-5222  
HIGHLANDS R CO 80126-3085  
HIGHLANDS R CO 80126-3085  
DAVIE FL 33325-3929  
FRISCO CO 80443-2442  
GOLDEN CO 80401-8049  
FAIRPLAY CO 80440-0513  
COLORADO S CO 80921-2246  
COLORADO S CO 80921-2246  
WINTER HAVE FL 33884-1026  
SUPERIOR CO 80027-8226  
BRECKENRIDI CO 80424-7399  
BRECKENRIDI CO 80424-8850  
LARKSPUR CO 80118-5702  
LARKSPUR CO 80118-5702  
MANITOU SPF CO 80829-2551  
MANITOU SPF CO 80829-2551  
WALL TOWNS NJ 07727-3681  
GAINESVILLE GA 30506-1561  
GAINESVILLE GA 30506-1561  
DENVER CO 80211-3832  
KERRVILLE TX 78028-8990  
KERRVILLE TX 78028-8990  
COLORADO S CO 80924-4201  
COLORADO S CO 80924-4201  
EAST AMHER: NY 14051-1141  
AURORA CO 80015-2869  
AURORA CO 80015-2869  
FLORENCE AL 35630-2735  
FLORENCE AL 35630-2735  
COLORADO S CO 80919-0000  
COLORADO S CO 80919-0000  
LITTLETON CO 80127-9441  
LITTLETON CO 80127-9441  
BREA CA 92821-6822

**TIGER RUN RECREATIONAL VEHICLE RESORT  
PLANNED UNIT DEVELOPMENT DESIGNATION**

This Planned Unit Development Designation, to be known as Tiger Run Recreational Vehicle Resort PUD, hereinafter referred to as the “PUD Designation” was originally approved on December 11, 1995, by the Board of County Commissioners of Summit County, Colorado, hereinafter referred to as the “County”, is hereby revised on June 28, 2005, by the Board of County Commissioners of Summit County, Colorado, hereinafter referred to as the “County”, is hereby revised on. This PUD Designation is for certain real property located in Summit County and described in attached Exhibit A, hereinafter referred to as the “Resort” or the “Property.” This designation establishes the general uses which shall be permitted on the Property, a general development plan and a statement of development guidelines and conditions which must be adhered to by the Tiger Run Owner’s Association, Inc. (TROA); a Colorado non-profit corporation, Tiger Run Investments, Inc., a Colorado corporation, and all owners of lots within the Property and their successors and assigns, collectively hereinafter referred to as the “Owners”.

Where this PUD Designation does not address a specific development standard or requirement of the Summit County Land Use and Development Code, hereinafter referred to as the “Code”, the provisions of the Code shall apply. Where the PUD Designation addresses a specific development standard or requirement, the provisions of this PUD Designation shall supersede the provisions of the Code.

**A. PERMITTED USES AND DEVELOPMENT PLAN**

Use and development of the property shall be in accordance with the PUD Designation’s Development Plan; Exhibit B, Development Plan Map; Settlement Stipulation Agreement Between Summit County, the Whitt Parties, and TROA, Case No. 2014CV030238; the Fourth Amended and Restated Declaration of Covenants and Restrictions Tiger Run Recreational Vehicle Resort, Summit County, Colorado; attached hereto as Exhibit B and the following specific requirements:

**1. Land Use**

**a. Permitted Uses and Density**

**Lots 1 - 248, and Lots 397–400:** 252 Park Home, and Recreational Vehicle sites, limited to one such building per site.

**Lots 249-367:** 119 Motorhome, Travel Trailer, Fifth Wheel Trailers, and Travel Camper sites, limited to one such Recreational Vehicle per site. The permitted uses on these lots may consist of a large concrete parking pad and one storage shed with concrete service access.

**Tract A:** 4 Employee Housing units.

**Tract B:** Tract B is the subject of an extensive and comprehensive Settlement Stipulation Agreement in Summit County District Court Case No. 2014CV030238, attached as Exhibit C. Paragraph 7, items a. through l. of Exhibit C list the exceptions to the PUD and the Fourth Amended and Restated Declaration of Covenants and Restrictions Tiger Run Recreational Vehicle Resort Summit County, Colorado, recorded on July 27, 2007 at Reception Number 862606, as amended, and attached as Exhibit D, that apply to Tract B. Paragraph 7, items a. through l. are hereby incorporated into the PUD and shall restrict and govern the use of Tract B as duly adopted PUD zoning provisions. Tract B is also –subject to the Workforce Housing Restrictive Covenant and Agreement, recorded at Reception Number 1143797.Storage related to

~~the maintenance and upkeep of the Property provided that such storage is screened by a combination of the existing dredge piles and fencing.~~

**Tract C:** Common area owned by the Tiger Run Homeowner's Association, Inc. hereinafter referred to as the "Association", restrooms, a shower, and a ~~laundry mat~~laundromat, and other similar uses not provided for herein as may be approved by the Summit County Planning Department, hereinafter referred to as the "Planning Department", in writing.

**Tract D:** A recreation building containing one employee apartment unit, common rooms, meeting rooms, community kitchen, public showers, bathrooms, laundry, vending machines, swimming pool, lobby, game room, and related recreational, storage and administrative facilities. A covered pavilion containing a commercial restaurant, picnic tables, barbeque grills, fireplaces, and other amenities for Property events, gatherings, parties and meetings. The pavilion may not exceed 4,000 square feet of floor area. Outdoor recreational amenities including tennis courts, volley ball courts, basketball court, picnic areas, and play areas. A five (5) bay garage/workshop building for repair and storage of the Property's maintenance equipment and vehicles, properly contained and screened bulk fuel storage, and other activities related to the maintenance and upkeep of the Property and the Owner's Recreational Vehicles. Parking areas for the use of Owners and their guests while using the recreation building, pavilion and other areas of the Property. The parking areas may also be used for additional parking for guests and Owners. The use of the permitted facilities on the Tracts C and D is limited to Owners and guests staying in the Property. The use of Tracts C and D shall not serve members of the general public and the uses permitted in such area shall not be advertised anywhere other than within the Property or in Property advertising materials designed to attract short-term guests to the Property's. The restaurant in the pavilion shall not deliver or cater restaurant food or other related services outside of the Property.

**Tract E and Tract H:** Passive open space uses with full public access.

**Tract F, Tract G and Tract I:** Common area owned by the Association that may have storage sheds per the provisions of this PUD Designation and other similar uses not provided for herein as may be approved by the Planning Department in writing. Notwithstanding the foregoing, no Recreational Vehicle may be placed on such common area.

**Tract J:** Administration building (containing 2 Employee Housing units, an office, storage, and administration area for the Property's operations limited to 1,000 sq. ft. of total floor area and a retail area limited to no more than 500 square feet of floor area).

**Tract W:** Pursuant to the Stipulation and Settlement Agreement in Case No. 2012CV534, Tract W shall be utilized for an Association well and other related domestic water improvements, employee housing units and for utility purposes.

**Total:** 371 Recreational Vehicle sites and 7 Employee Housing units.

Said site and units as permitted under this section shall not be considered ~~single family~~single-family units and shall not be considered density for the purposes of any transfer, conveyance or other utilizations of density rights under the Code.

**b. Time Limits for Occupancy on Lots 249 - 367**

No Park Homes shall be allowed on the replat of Lots 249 - 367. Allowed Recreational Vehicles on Lots 249 - 367 may remain in the Property for no more than six (6) consecutive months or more than a cumulative total of eight (8) months in any calendar year.

**c. Time Limits for Occupancy for Lots 1 - 248, and Lots 397 - 400**

Occupancy of the Park Home and Recreational Vehicle sites within the Property is restricted to short-term owner or renter occupancy with a limit of 180 consecutive days per individual or family, and no more than [eight \(8\)](#) cumulative months in any calendar year per Owner or guest.

**d. No Time Limit for the Occupancy of Employee Units**

Employee Housing units as permitted by this PUD Designation on Tract A, Tract D, ~~and~~ Tract J ~~and Tract W~~ may be occupied on full-time, year round basis.

**e. Mobile Homes Prohibited**

Mobile or modular trailer homes or manufactured housing as defined under C.R.S. § 38-12-201.5(2) as being a single family dwelling unit built on a permanent chassis designed for long term residential occupancy and designed to be installed on a permanent foundation shall be prohibited on the Property and under no circumstances will the Property be converted to or used as a Mobile Home Park as defined in C.R.S. § 38-12-201.5(3).

**f. Seasonal Storage**

Storage trailers with boats, vehicles, snowmobiles, bicycles, etc. are permitted provided within the Property provided that such trailers are 1) parked on a designated concrete parking pad within the boundaries of a platted lot and not within one of the Tracts shown on Exhibit [B](#), and such storage does not exceed 180 consecutive days, and no more than 8 months in any calendar year.

**[g. WiFi Antenna](#)**

[As defined in the Summit County Land Use and Development Code, Section 3805 et al., accessory non-commercial communication towers no more than 35 feet in height are a permitted use in the Tiger Run RV Park PUD. Accessory non-commercial towers more than 35 feet in height require approval of a conditional use permit. All telecommunication towers and antennas of any height and classification must meet the design standards set forth in Section 3805.04.](#)

**2. Allowed Accessory Uses**

**a. Storage Sheds**

One storage shed without a permanent foundation per lot with a maximum of 120 square feet of floor and a maximum wall dimension of 14 feet on any side. Storage units are restricted to the rear 35 feet of the lot and subject to all setbacks as further set out below; provided that lot owners may install storage sheds on those portions of Tracts F, G and I in accordance with the applicable requirements of this PUD Designation. Storage sheds shall be utilized for storage purposes only, as defined by section 3815 et seq. of the Code.

**b. Outdoor Storage on Lots**

Non-residential storage is prohibited on the lots. Residential storage is allowed subject to the provisions of the Code.

**c. Decks, Porches and Related Accessory Uses**

Each lot may also have a deck, a porch, residential utility services, landscaping, outdoor entertainment amenities such as grills, picnic tables, entertainment areas, fireplaces, and other similar uses not described herein may be approved by the County Planning Department in writing. All such uses shall meet the applicable requirements of this PUD Designation, such as but not limited to the maximum site coverage and setback requirements.

**B. DEVELOPMENT STANDARDS**

**1. Building Height**

**a. Height Limit for Buildings Central to the Operation of the RV Park**

The building height for the administration building, free-standing employee housing units, the recreation building, the pavilion and other buildings central to the operation of the RV ~~park~~Park shall have a maximum height of 30 feet as defined in Section 3505.06 of the Code.

**b. Height Limit for Recreational Vehicles**

Park Home and Recreational Vehicle sites shall have a maximum building height of 17 feet.

**2. Setbacks and Maximum Site Coverage**

**a. Setbacks**

Lots 1 – 248 and 397 - 400

Front: 10 feet  
Side: 3 feet  
Rear: 3 feet

Lots 249 – 367

No setback is required for any development provided that development does not cross any platted lot lines, and a six (6) foot building-to-building setback is maintained.

Each Lot shall also be subject to a ten (10) foot easement from the front lot line for the storage of snow.

No building, structure or outdoor storage shall be located outside of the platted lots as depicted on the recorded plats of the Property, except for the specifically permitted uses and accessory uses as provided for in Section A.1 and A.2 of this PUD Designation.

**b. Site Coverage**

Lots 1 – 248 and 397 - 400 shall be limited to a maximum site coverage of 70% including but not limited to all structures, paving and other hard surface improvements.

Lots 249 – 367 shall be limited to a maximum site coverage of 90% including but not limited to a large concrete parking pad, one storage shed with concrete service access, and outdoor entertainment amenities such as grills, picnic tables, entertainment areas, and fireplaces.

**3. Parking**

For any new Recreational Vehicle development on Lots 1 – 248 and 397 – 400, one paved, 9' X 19' parking space per unit shall be provided within the boundaries of the lot under development. Such parking may be located in the snow storage easement along the front of each lot and may be established parallel to the lot frontage.

No parking of vehicles shall be allowed on any public road, common driveway, turnaround, or natural vegetation area, except for parking in one of the central parking areas within the Property.

#### **4. Common Area Landscape Buffer Areas**

##### **a. Tract E Landscape Buffer**

- i. The landscape buffers on Tract E shall be used and developed for the enjoyment of the Owners and their guests and shall be limited to landscaping, trails and other passive open space uses and for buffering and screening the Property from the State Highway 9 corridor.
- ii. The Upper Blue Planning Commission and the Board of County Commissioners approved a site plan for the removal of the dredge tailings under Planning Case #97-141, recorded at Reception Number 555-706. Any modification to such approved plan, must first be approved by the Planning Department by the site plan modification process outlined in the Code, or the party responsible for any unauthorized modification must restore the Property to conformity with the approved site plan within sixty (60) days of written notice from the Planning Department. The landscaping approved under the original site plan and any modifications to such plan shall be maintained by the Owners, including but not limited to irrigation as needed, pruning, thinning and removing and replacing dead or diseased trees.

#### **5. Sign Program**

All signage within the Property shall conform to the County's Sign Regulations as set forth in the Code.

#### **6. Lighting**

All exterior lighting shall be designed and installed so that such lighting is downward projected and utilizes shielded luminaries. Lighting shall be the minimum necessary for the use required and shall comply with the County's Lighting Regulations as set forth in the Code. One "globe light" with a low wattage bulb shall be allowed per each Recreational Vehicle site. Exterior lighting shall not include lighting that is installed as a component of any Recreational Vehicle (e.g. headlights, tail lights, running lights, etc.)

#### **7. Conformance with the Building Code**

Park Homes or additions or remodels thereto, and any other construction within the Property shall meet all applicable standards of the adopted Building Code.

Prior to the adoption of this PUD, certain improvements or additions may have been incorporated into structures on the lots without first obtaining building permits. To the extent that such construction occurred prior to the adoption of this PUD, such structures or improvements shall be considered legal non-conforming structures, as designated by the Summit County Building Department and the Summit County Planning Department. The County, in cooperation with the Association, has developed a list of these legal non-conforming structures as shown in

Exhibit DE. If the Owner of any lot subsequently obtains a building permit for any improvements, that Owner must correct any non-conformity and bring such structure fully into compliance with the applicable Building Code. Nothing herein shall be deemed to limit, waive or estop the ability of the Building Department to inspect and require corrections to any existing structure or improvement if the Building Department determines that such structure poses a threat to the health, safety or welfare of the public or any Owner, and all parties to this document consent to the exercise of such authority.

## 8. Wetlands/Water Quality

Any new development of lots within the Property shall comply with all requirements for wetland and water quality protection pursuant to Chapter 7 of the Code except that the Planning Department is the Review Authority to determine if soil disturbance within the wetland setback may be allowed per the criteria and provisions of the Water Quality Control Regulations. It is acknowledged that land within the Property was platted prior to the enactment of the Water Quality Control Regulations and some lots located along the Swan River may have limited use by an Owner if a 25 foot wetland setback is applied. In such cases where a strict application of the Water Quality Control Regulations would significantly impair or limit the use of an Owner's lot, the Planning Department may allow for soil disturbance in the wetland setback and other variances to the Water Quality Control Regulations provided that mitigation procedures under Section 7105.05 of the Water Quality Control Regulations are adopted to the fullest extent reasonably possible. An Owner seeking such soil disturbance shall submit to the Planning Department an application per the Water Quality Control Regulations.

## 9. Definitions

**Colorado Room** shall mean a pre-constructed addition to the living area of a Park Home that is physically attached to such structure and which is also mobile or readily portable. The maximum outside dimensions of any Colorado Room are twelve (12) by thirty-two (32) feet and the Colorado Room must be set back a minimum of six (6) feet from the front vertical plane of any Park Home. All Colorado Rooms must meet the standards required for residential construction established by the adopted Building Code and must be completely located outside any lot line setbacks and must further accommodate all required parking and utilities upon such lot.

**Deck** shall mean an exterior area constructed and intended for outdoor activities (grilling, eating, etc.), whether attached or detached to any Park Home and must be completely inside any setbacks upon the lot. Decks may be constructed on site or factory built and may be open, covered, or screened, but may have no interior or exterior walls on such structure. Decks shall be designed and constructed to be Readily Portable, and shall not be treated as residential living space.

**Employee Housing**<sup>[DR1]</sup> shall be defined by the Summit County Land Use and Development Code, and such housing shall be limited to use by the managers or employees of the Association and their immediate relatives and not by the general public.

**Fifth Wheel Trailers** shall mean a vehicular unit, mounted on wheels, designed to provide temporary living quarters for recreational camping, or travel use, of such size or weight as not to require special highway movement permits when towed by a motorized vehicle and shall be no greater in length, width or height than is permitted by State and Federal regulations.

**Motorhome** shall mean a vehicular unit designed to provide temporary living quarters for recreational, seasonal camping, or travel use built on or a permanently attached to a self propelled

motor vehicle chassis or on a chassis cab or van that is an integral part of the complete vehicle shall be no greater in length, width or height than is permitted by State and Federal regulations.

**Park Home** shall mean a pre-constructed complete building unit without motive power that is constructed to: 1) meet the design standards of this PUD Designation, and 2) factory built standards of the Colorado Division of Housing Standards, or constructed to the Park Home standards outlined in the American National Standards Institute (“ANSI”) 119.2 requirements. Park homes shall be fitted with axles and wheels suitable for towing or trailering, and be designed and used for single family, single unit occupancy by persons in temporary locations for recreational and/or seasonal use. Such units are manufactured in a factory or at a location other than the residential site of the completed Park Home and which units are not licensed as motor vehicles, but, are towed on wheels to the location and are readily portable. For the purposes of this PUD, Park Homes shall be limited to a maximum exterior dimension of fourteen (14) feet by thirty-eight (38) feet and must be completely located upon the lot per the applicable requirements of this PUD Designation. All Park Homes must be constructed to the standards required for residential construction established by the adopted Building Code.

**Porch.** Porches shall only be constructed upon a slab on grade foundation, but shall not include such foundation, whether attached or detached to any Park Home, and must be completely inside any setbacks upon the lot, and shall adhere to all applicable requirements of the Building Code. Porches shall be designed and constructed to be Readily Portable. Porches shall not have partitions, rooms, plumbing, heating or ventilating equipment, or cooking facilities, and shall not be treated as residential living space. Porches may be constructed only if 1) the maximum outside dimensions do not exceed the maximum permitted dimensions of the Colorado Room and 2) the enclosure’s wall surface area has a minimum of 60% glass (40% maximum solid surface area).

**Readily Portable** shall mean that a deck or other improvement as permitted by this PUD Designation can be removed within 36 hours.

**Recreational Vehicle** shall mean Park Homes, Fifth Wheel Trailers, Travel Trailers; Travel Campers; and other similar types of mobile residential units or dwelling units and attached equipment which are mobile and not permanently affixed to any realty but are not self propelled. Recreation Vehicles shall not include pop-up campers, tents or other similar shelters used primarily for short-term camping and recreational use.

**Travel Camper** shall mean a portable unit constructed to provide temporary living quarters for recreational, travel or camping use, consisting of a roof, floor and sides designed to be loaded onto and unloaded from the bed of a pick-up truck, and shall be no greater in length, width or height than is permitted by State and Federal regulations.

**Travel Trailer** shall mean a vehicular unit, mounted on wheels, designed to provide temporary living quarters for recreational camping, or travel use, of such size or weight as not to require special highway movement permits when towed by a motorized vehicle and shall be no greater in length, width or height than is permitted by State and Federal regulations.

## **C. REQUIRED IMPROVEMENTS**

### **1. Access**

Access to the property and to all building sites shall be provided by roads built to applicable County standards. No change or relocation of roads or easements shall occur without County review and full compliance with County Road and Bridge Standards. All access roads and driveways in the Property shall be maintained by the Owners or designated agents or assigns.

## 2. Water Systems

Adequate potable and irrigation water shall be supplied by the Swans Nest Metro District or its successors or assigns. The Owners shall supplement the existing water supply at their expense if the existing water supply becomes inadequate to provide irrigation water for the landscaping buffers as required by this PUD Designation.

## 3. Sewer Systems

- A. ~~Sewer~~ Sewage disposal service is provided by the ~~Breckenridge Upper Blue~~ Sanitation District (“District”).
- B. Tiger Run Investments, Inc., hereinafter referred to as “TRI”, shall install a backup system in the lift station to the satisfaction of the District by September 30, 2005.
- C. The installation of decks, Recreational Vehicle pads, Park Homes, Colorado Rooms or other permanent improvements upon the main ~~Breckenridge Sanitation~~ District line or accompanying easement for the same, as approximately shown in Exhibit ~~CE~~, shall first require the written approval of the District. Such line is subject to an easement recorded at Reception Number 584163, hereinafter referred to as the “Easement”. The provisions of this PUD do not in any way abrogate the terms of the Easement, expressly or implicitly, and all property owners potentially affected by this easement should obtain a copy of such to be aware of the terms contained therein.
- D. It is acknowledged and understood that the Property has numerous utility easements that, in certain instances, run through the center of the lots, and that RVs as permitted by this PUD may lie over such easements. Each property owner should review the plats and other documents of record and understand the potential implications of owning or installing a Park Home or an addition thereto over such an easement (potential removal of the Park Home and any associated improvements, etc.).
- ~~DE~~. The Owners shall maintain the sewer lines and the sewer system within the Property, except for any sewer line that is maintained by the ~~Breckenridge Sanitation~~ District.

## 4. Fire Protection

The entire property is located within the Red, White & Blue Fire Protection District ~~the~~ (“~~District~~RWB”). All development on the property shall meet all fire protection requirements of the District or its successors or assigns. All buildings meet any applicable regulations of the ~~District~~RWB.

## 5. Utilities and Easements

All new utility lines shall be installed in full accordance with the standards of each utility provider and County Subdivision Regulations. Easements for all utilities shall be shown on each final plat. No change in utility easements shall occur without County review and compliance with all applicable standards.

## 6. Storage Sheds and Dumpster Enclosures

All outdoor storage on Tracts B, D and J, and all dumpsters shall be screened by September 5, 2005, with the plans for such screening reviewed and approved by the Planning Department. Any additional storage areas desired by the Association on Common Areas that are visible to adjacent properties and members of the general public shall first be approved by the Planning Department as an administrative staff level review prior to the installation or use of such storage areas. If such storage includes bulk fuel storage, such storage shall be properly contained within a concrete fuel containment basin, or other type of material as approved by the Planning Department, designed in accordance with applicable laws. The existing bulk fuel storage on Tract B shall be contained within a fuel containment basin designed in accordance with the provisions of this PUD Designation and applicable laws no later than September 1, 2005.

#### **7. Site Plan Modification to the State Highway 9 Landscaped Buffer**

It is recognized that TRI removed dredge tailings and modified the landscape buffer on Tract E and also modified the northern side of the landscaping berm located on the western side of the Property. Prior to July 15, 2005, TRI ~~shall was supposed to~~ submit for a site plan modification for these activities, including but not limited to a site plan showing the proposed modifications, a landscaping plan, irrigation plan, administrative review fee and site plan improvements agreement. ~~The Tiger Run Owners Association shall, within six (6) months of the approval of this PUD, provide to the Planning Department a proposed landscaping plan. Such landscaping plan shall be implemented as soon as practical by the Tiger Run Owners Association after review and approval by the Planning Department—Once approved by the Planning Department, TRI shall implement this Plan by September 1, 2005.~~

### **D. IMPLEMENTATION**

#### **1. Platting Requirements**

As of the Effective Date of this PUD Designation, all land within the Property has been platted in accordance with the County's Subdivision Regulations.

#### **2. Site Plan Requirements**

Site plans shall be submitted in accordance with the provisions of this PUD and pursuant to all requirements of the Code.

### **E. GENERAL PROVISIONS**

#### **1. Enforcement**

The provisions of this PUD Designation relating to the use of land and the location of Common Area Landscape Buffers and other obligations of the Owners or TRI relating to employee housing units, inspections and other land uses shall run in favor of Summit County and shall be enforceable at law or in equity by the County without limitation on any power or regulation otherwise granted by law. Other provisions of this PUD Designation and the powers delegated to the Association under the Property Covenants, to the extent such powers are consistent with this PUD designation shall run in favor of the residents, occupants and Owners of the Property, but only to the extent expressly provided in, and in accordance with the terms of this PUD Designation and the Covenants. PUD Designation provisions not expressly stated as running in favor of the residents, occupants or Owners shall run in favor of the County.

**2. Breach of Provisions of PUD Designation**

If any time any provision or requirements stated in this PUD Designation are breached by the Owners the County may withhold approval of any or all site plans or plat maps, or the issuance of any or all grading or building permits or occupancy permits applied for on the Property, until such breach has been remedied; provided, however, that the County shall not take affirmative action on account of such breach until it shall have first notified the responsible Owner(s) in writing and afforded the responsible Owner(s) a reasonable opportunity to remedy the same.

**3. Binding Effect**

The PUD Designation shall run with the land and be binding upon the Owners, their respective successors, representatives and assigns, and all persons who may hereafter acquire an interest in the Property or any part thereof, with the exception that provisions of this PUD Designation may be modified through an amendment in accordance with the procedure stated in the County Development Review Procedures. This PUD Designation shall be recorded in order to put prospective purchasers or other interested persons on notice as to the terms contained herein.

**4. Amendments**

Amendments to the provisions of this PUD Designation shall be reviewed and acted upon as a rezoning application, subject to the County’s procedures for zoning amendments and to the requirement for findings under the Planned Unit Development Act of 1972 at CRS 24-67-106(3)(b).

**5. Notices**

All notices required by this PUD Designation shall be in writing and shall be either hand-delivered or sent by certified mail, return receipt requested, postage prepaid, as follows:

Board of County Commissioners  
PO Box 68  
Breckenridge, CO 80424

Tiger Run Owners Association, Inc.  
[85 Revett Drive](#)  
[Breckenridge, CO 80424](#)  
~~[1945 Gaylord Place](#)~~  
~~[Thornton, CO 80241](#)~~

~~[Tiger Run Investments, Inc.](#)~~  
~~[85 Tiger Run Road](#)~~  
~~[Breckenridge, CO 80424](#)~~

All notices so given shall be considered delivered three days after the mailing thereof. Either party, by notice so given, may change the address to which future notices shall be sent.

**6. Entire Designation**

This PUD Designation contains all provisions and requirements incumbent upon the undersigned parties relative to the Tiger Run Resort Planned Unit Development, except as modified by

subsequent action of the Board of County Commissioners in accordance with procedures set forth in the Code and the Colorado Planned Unit Development Act (CRS 24-67-106) for amending planned unit developments, and except that nothing contained herein shall be construed as waiving any requirements of the Code or other regulations otherwise applicable to the development of the Property.

**7. Relationship to Original PUD Designation and Previous Amendments**

To the extent the provisions of this revised PUD Designation are the same in substance to the provisions of earlier approved versions of this PUD designation, they shall be considered as continuations thereof and not new enactments. Where provisions of this revised PUD Designation conflict with earlier approved versions of the Tiger Run PUD Designation, the provisions of this revised PUD Designation shall supersede and replace such provisions.

**9. Effective Date**

The effective date of the PUD Designation will be when the PUD Designation is signed by the Board of County Commissioners and recorded in the office of the Summit County Clerk and Recorder, which may be referred to as the Effective Date throughout this PUD Designation.

IN WITNESS WHEREOF, the County and the Owner/Developer have executed this Designation as of the date first written above.

BOARD OF COUNTY COMMISSIONERS  
OF SUMMIT COUNTY, COLORADO

S/s MARSHA W. OSBORNE

\_\_\_\_\_  
Marsha W. Osborne, Chairman

ATTEST:

S/s DORIS L. BRILL

\_\_\_\_\_  
Doris L. Brill, Clerk and Recorder

Tiger Run Investments, Inc.,

S/s RUSSELL WHITT

\_\_\_\_\_  
Russell Whitt

ATTEST:

S/s LINDA LYNCH

\_\_\_\_\_

**APPROVAL OF AMENDMENTS**

The foregoing planned unit development designation amends and supercedes the Tiger Run RV Park as approved and signed by the Summit County Board of County Commissioners on:

<b>Date of Modification</b>	<b>Reception Number</b>	<b>Resolution Number</b>
June 28, 2005	<u>795703</u>	_____2005-51
<u>January XX, 2020</u>	_____	<u>2020-</u>

The foregoing planned unit development designation supercedes all previous planned unit development documents and designations covering the real property included within the foregoing. To the extent that the provisions of the foregoing are the same in substance to the provisions of earlier approved versions of such planned unit development designations, they shall be considered as continuations thereof and not new enactments. Copies of the original Planned Unit Development Designation and the amendments noted above are available from the Summit County Clerk and Recorder.

**ADOPTED THIS 28<sup>th</sup> DAY OF ~~JUNE~~ January, 2020, 2005**

**COUNTY OF SUMMIT  
STATE OF COLORADO  
BY AND THROUGH ITS  
BOARD OF COUNTY COMMISSIONERS**

\_\_\_\_\_  
**Thomas ~~A.C. Davidson Long~~, Chairman**

**ATTEST:**

\_\_\_\_\_  
**~~Cheri Brunvand~~ Kathleen Neel, Clerk & Recorder**

EXHIBIT A

Tiger Run Resorts Recreation Vehicle Park Plats, Recorded at Reception Number 236574  
Tiger Run Resort Recreation Vehicle Park Replat, Recorded at Reception Number  
522046  
Tract J, the Administration Building Tract as shown on Exhibit B.

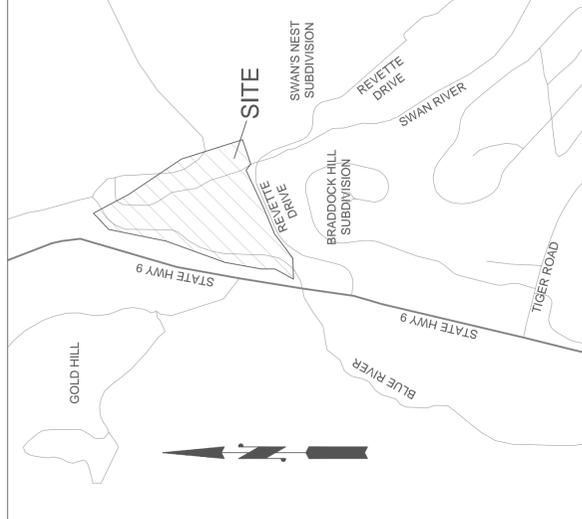
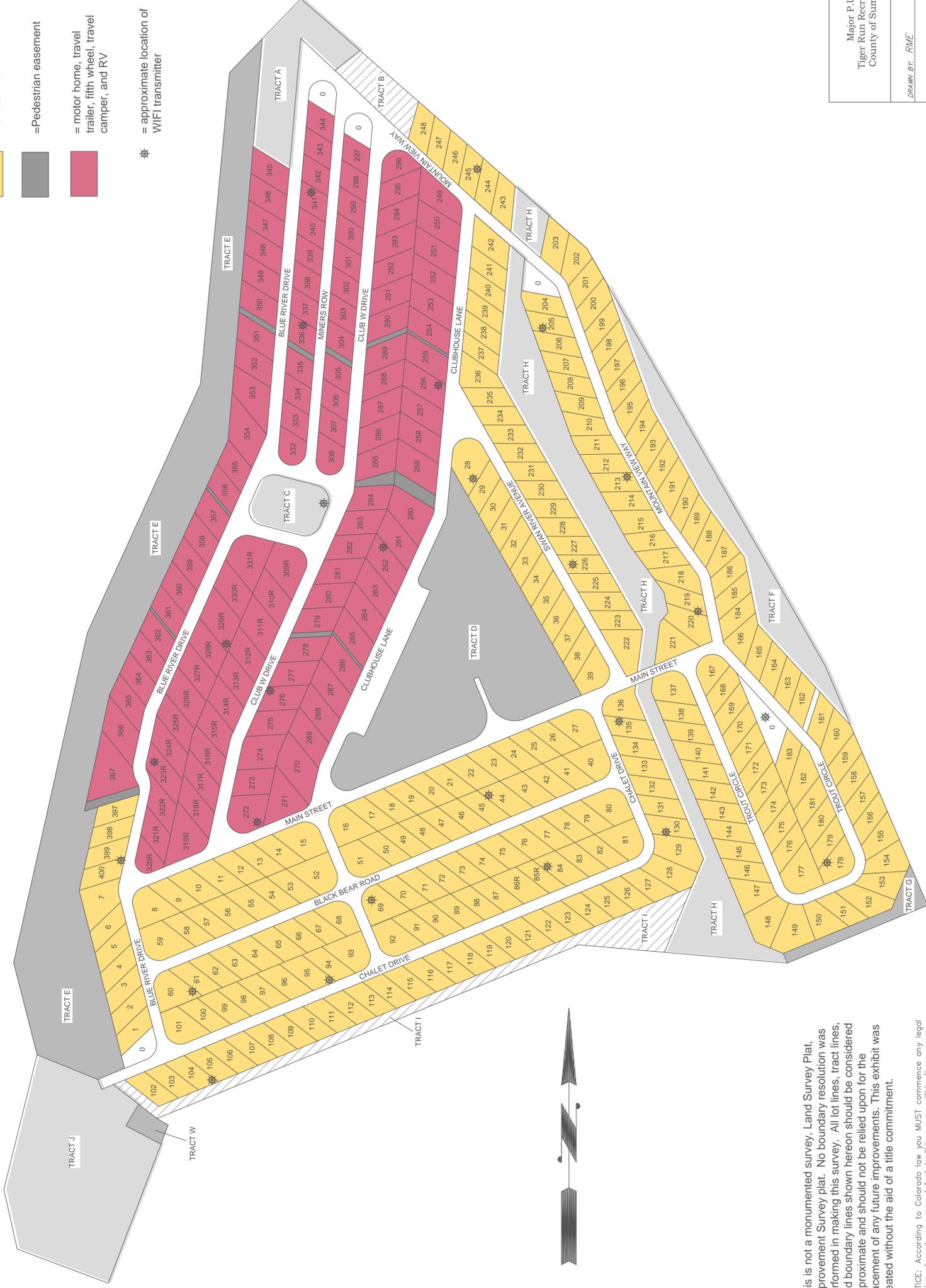
Exhibit A

**EXHIBIT B**  
**Development Plan Map**

MAJOR P.U.D. MODIFICATION  
**TIGER RUN RECREATIONAL VEHICLE RESORT**  
 A PART OF THE MONROE PLACER, USMS 1150,  
 SECTION 7, TOWNSHIP 6 SOUTH, RANGE 77 WEST, 6TH P.M.  
 SUMMIT COUNTY, COLORADO

- = 1-248 & 397-400 Park Homes/RVs
- = Pedestrian easement
- = motor home, travel trailer, fifth wheel, travel camper, and RV
- \* = approximate location of WIFI transmitter

- TRACT A= EMPLOYEE HOUSING UNITS, GIFT SHOP, ADMIN BUILDING, GENERAL OFFICE
- TRACT B= SUBJECT TO COUNTY-WIDE EMPLOYEE RESTRICTION BUT SHALL NOT BE SUBJECT TO ANY EMPLOYEE HOUSING COVENANTS
- TRACT C= COMMON RECREATION AREA OWNED BY THE ASSOCIATION; FIRE PIT AND GATHERING SPACE. USE IS LIMITED TO ASSOCIATION RESIDENTS
- TRACT D= REC BUILDING, COVERED PAVILION, 5 BAY GARAGE/WORKSHOP BUILDING, PARKING AREAS
- TRACT E= PASSIVE OPEN SPACE
- TRACT F= COMMON AREA OWNED BY ASSOCIATION
- TRACT G= COMMON AREA OWNED BY ASSOCIATION
- TRACT H= PASSIVE OPEN SPACE
- TRACT I= COMMON AREA OWNED BY ASSOCIATION
- TRACT J= ADMINISTRATION BUILDING
- TRACT W= ASSOCIATION SIGNAGE, ASSOCIATION WELL, OTHER DOMESTIC WATER IMPROVEMENTS, EMPLOYEE HOUSING UNITS



VICINITY MAP



**MARCIN ENGINEERING LLC**  
 130 SKI HILL RD. #235  
 P.O. BOX 6008  
 BRECKENRIDGE, CO 80424  
 (970) 771-3459

Major P.U.D. Modification Tiger Run Recreational Vehicle Resort County of Summit, State of Colorado	
DRAWN BY: RME	DATE: 02/25/2019
CHECKED BY: RC	DRAWING NO: PUD CLR
JOB NO: 19012	SHEET: 1 OF #

This is not a monumented survey, Land Survey Plat, Improvement Survey plat. No boundary resolution was performed in making this survey. All lot lines, tract lines, and boundary lines shown hereon should be considered approximate and should not be relied upon for the placement of any future improvements. This exhibit was created without the aid of a title commitment.

NOTICE: According to Colorado law you MUST commence any legal action based upon any defect in this survey within three years after you first discovered 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 certification shown hereon.

**EXHIBIT C**

Settlement Stipulation Agreement Between Summit County, the Whitt Parties, and TROA, Case No. 2014CV030238

# Exhibit C

District Court, Summit County, Colorado P.O. Box 269, Breckenridge, CO 80424 (970) 453-2272	DATE FILED: June 22, 2017 8:52 PM FILING ID: 35553C76EE5D8 CASE NUMBER: 2014CV30238
Plaintiff: <b>WHITT FAMILY PARTNERS, LLC</b> v. Defendant: <b>TIGER RUN OWNER'S ASSOCIATION</b> v. Third-Party Defendants: <b>JACK WHITT; RUSSELL WHITT; LISA WHITT; TIGER RUN INVESTMENTS, INC.; FLAGSTAR BANK; PUBLIC TRUSTEE OF SUMMIT COUNTY, CO; SUMMIT COUNTY HOUSING AUTHORITY; SUMMIT COUNTY; and all unknown persons who may claim any interest in the subject matter of this action.</b>	COURT USE ONLY  Case Number: 2014CV030238  Div: K
<b>SETTLEMENT STIPULATION AGREEMENT BETWEEN SUMMIT COUNTY, THE WHITT PARTIES, AND TROA</b>	

THIS STIPULATION ("Stipulation" or "Agreement"), is made effective on May 25, 2017 by and between: Whitt Family Partners, LLC, Jack Whitt, Lisa Whitt, Russell Whitt, and Tiger Run Investments, Inc. (jointly the "Whitt Parties"); the Tiger Run Owners Association ("TROA"); Bill Wallace In His Capacity as Public Trustee of Summit County, Colorado and the Summit Combined Housing Authority, Summit County (collectively "Summit County"); and Flagstar Bank.

- A. The parties to this Agreement are all the parties to this case (the "Lawsuit"). The Lawsuit addressed, among other things, the use restrictions and ownership of a parcel of land, together with its current improvements, in the Tiger Run Resort Recreation Vehicle Park ("Resort").
- B. This Agreement formalizes a prior memorandum of understanding between the Whitt Parties and TROA and also resolves the Lawsuit for all parties.
- C. The parties now desire to resolve all disputes between them and to release one another from all claims and obligations in relation to the Lawsuit, the use restrictions, and ownership of Tract B.

NOW, THEREFORE, in consideration of the foregoing premises and the respective covenants, conditions, agreements, and undertakings hereinafter set forth, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, the parties hereto hereby agree as follows and the Court ORDERS:

1. Payment by TROA: TROA has already paid to the Whitt Parties \$148,000 which shall constitute a full, final and complete settlement of all claims concerning, or arising under, the "water contract" claims as referenced in the subject complaint or as could otherwise arise thereunder.
2. Future Payment by TROA: TROA shall reimburse the Whitt Parties Four Thousand Three Hundred Twelve Dollars (\$4,312) as a portion of the costs incurred by WFP and the Whitt Parties for the Special Master work on the case. Such amount shall be paid within seven (7) days of full execution of this Agreement.
3. Ownership of Tract B: Russell and Lisa Whitt are the legal owners of "Tract B (Staff Housing)" on the Tiger Run Resort Recreation Vehicle Park Plat, recorded August 23, 1996 at Rec. No. 522046, and the Deed from TRI to Jack Whitt, dated May 7, 1997 at Rec. No. 538756, as depicted in the records of the Clerk and Recorder, Summit County, Colorado (referenced herein as "Tract B"). A portion of Tract B contains a house and associated driveway and landscaping (collectively "Residence"). The parties consent to entry of the Decree Quietening Title, attached hereto as Attachment 1.
4. Workforce Housing Restrictive Covenant and Agreement on Tract B: Lisa and Russell Whitt and Summit County have entered the Workforce Housing Restrictive Covenant and Agreement Tract B, Tiger Run Resort dated June 6, 2017, attached hereto as Attachment 2 ("Restrictive Covenant"), which the County shall record in the records of Office of the Summit County Clerk & Recorder. This Restrictive Covenant is sometimes referred to as a County-wide Employee Restriction.
5. Mortgage on Tract B: Flagstar is the holder of a certain note secured by a deed of trust, recorded January 4, 2002 at Rec. No. 673039, which encumbers Tract B (the "Flagstar Deed of Trust."). The Flagstar Deed of Trust shall remain an encumbrance against Tract B and shall be enforceable in accordance with its terms. If the Deed of Trust is foreclosed, any foreclosure sale shall be made subject to this Restrictive Covenant.
6. County Enforcement: The County may fully enforce the Tiger Run RV Park Planned Unit Development Designation dated December 11, 1995 and recorded in the Office of the Summit County Clerk & Recorder at Reception No. 505498, as amended at the Resort, and in particular, on Tract B, except with respect to any historic nonconforming structures on Tract B or as otherwise provided herein.
7. Designation of Tract B: Tract B is governed by the PUD and by the Covenants, with certain exceptions as provided herein:

- a. Restrictive Covenant: Tract B shall be subject to the Restrictive Covenant, including the Residence and any Accessory Unit as provided herein.
- b. Days of Use: Tract B may be occupied year-round and shall not be subject to any days-of-use limitations within the Covenants or the PUD, as amended.
- c. Staff Housing: Tract B shall not be subject to any Staff or Resort employee housing restrictions within the Covenants or the PUD, and as amended.
- d. Lot: Tract B shall not be considered a "Lot" as that term is defined in the PUD and the Covenants, Section 2.8.
- e. Nonconforming Structures: The Residence does not conform to the definition of a "Park Home" in the Covenants or the PUD, and it is hereby excluded from such definition and from any restrictions or development standards related to a Park Home to which it is not currently in compliance. The Residence is forever exempt from coming into compliance with "Park Home" restrictions or development standards and need not come into compliance in the future as a prerequisite for any future building, rebuilding, replacement, development or redevelopment of Tract B or the Residence.
- f. Accessory Unit: "Accessory Unit" means any RV, Park Home or other residential dwelling unit developed or placed upon the Property other than the Residence. An RV parked on the Property that is not utilized for residential occupancy on the Property shall not be deemed an Accessory Unit. The Owner of the Property may modify, renovate, or eliminate the current driveway, deck, entertainment area, and side-yard in order to develop or locate an Accessory Unit on a portion of the Property by either: (a) the construction of an RV pad and utility hook-ups, and all other allowed accessory structures, as set forth in the Covenants and PUD, as amended or (b) the installation and building of a Park Home and all other allowed accessory structures in the Covenants and PUD, as amended. Such work to develop the Accessory Unit shall be approved regardless of any provision to the contrary in the PUD or Covenants provided it complies with all applicable buildings codes and standards, as well as applicable setbacks, building heights, and design standards as set forth in the Covenants and PUD, as amended;
- g. Garage. A garage and/or covered parking structure may be erected on Tract B, provided it complies with all applicable buildings codes and standards, as well as applicable setbacks, building heights, and design standards as set forth in the Covenants and PUD, as amended.

- h. Fence. TROA has no responsibility to build a fence on or adjacent to Tract B.
  - i. Payment of Assessments. Tract B shall be considered a single unit within the Resort for the purposes of the amount of monthly assessments of any dues or special assessments within the Resort. In the event an RV is placed on Tract B with hookups and occupied, or a Park Home is installed, the owner of Tract B shall pay a second amount of dues and special assessments applicable to other units within the Resort starting on the 1<sup>st</sup> day of the month immediately following the first use by an RV of all normal utilities or upon receipt of a certificate of occupancy for the Park Home.
  - j. Subdivision of Tract B. Neither the County nor TROA shall require Owner to subdivide the Property to place an RV or Park Home Accessory Unit on the Property. However, if the Owner desires to subdivide the Property, the parcel containing the Residence shall remain subject to the Restrictive Covenant and Owner shall enter a new county wide workforce housing restrictive covenant for the other parcel as a condition of the County's subdivision approval.
  - k. Rights as "Owners": The owners of Tract B shall have all rights as "Owners" within the Resort, as that term is defined in the governing documents for the Resort, as amended. This includes, but not limited to: use of the common areas; ingress and egress from the Resort; the provision of electric, gas, water, internet and snow removal and use and access to any future improvements made to the Resort the same as the use and access by any "Owner." Upon amendment of the Declaration, Tract B shall be included in the resort and the Owner shall have all rights as an Owner set forth above. Tract B shall be subject in all respects to any rules and regulations concerning the use of the Tiger Run community and amenities. Additionally, Tract B may not be used for any sort of corporate employee housing. The intent of this provision being that Tract B may not be sold to a corporation for the purpose of housing unrelated short term employees of the corporation.
  - l. Tract B Compliance with TROA Rules: Tract B shall be subject to the rules and regulations of the Association which shall be enforced evenly as to all lots and Tract B, unless as provided herein.
8. Dues and Assessments Prior to This Agreement: In December 2015, TROA notified Whitts that it would not accept payment for dues on Tract B and the December 2015 payment was returned. TROA has not accepted payment since that time and the Whitts are not responsible for those unpaid assessments. Whitts will begin paying dues again on Tract B upon full execution of this agreement and acceptance of the agreement by the Summit County Board of Commissioners.
9. PUD and Covenants Changes: Upon the next amendment, restatement, or modification of the Covenants and PUD for the Resort, TROA shall request that the County remove all current labels (whether "employee housing" or "staff housing") to Tract B and shall designate Tract B as subject to the County-Wide Employee housing as provided in the Restrictive Covenant.

10. Lis Pendens: The Lis Pendens recorded on Tract B shall be released as provided by C.R.S. § 38-35-110(2)).

11. Mutual Releases:

- a. *TROA Release*. TROA, with the intent of binding itself, any successors, assigns, agents and all owners within the Resort, does hereby release and forever discharge the County and each of the Whitt Parties, and each affiliated and related entity and company, department, staff, electors, subsidiaries, successors, assigns, attorneys, directors, officers, shareholders/members, agents, employees and representatives, and heirs, from any and all claims, demands, charges, obligations, damages, losses, causes of action, suits, and liability, whether now known or unknown, individually and/or collectively, from the beginning of time to the date of this Agreement, including all rights, claims, demands, charges, obligations, damages, losses, causes of action, and suits arising from, out of, or related to Tract B and all claims in the Lawsuit whether pursued or not pursued, under any law, constitution, rule, regulation, statute, ordinance, code, public policy, or common law theory, whether in tort, contract, equity, or otherwise.
- b. *County Release re: Whitt Parties*. The County, with the intention of binding itself, its departments, staff, electors, subsidiaries, affiliated and related entities and companies, does hereby release and forever discharge the Whitt Parties, and each affiliated and related entity and company, department, staff, electors, subsidiaries, successors, assigns, attorneys, directors, officers, shareholders/members, agents, employees and representatives, and heirs, from any and all claims, demands, charges, obligations, damages, losses, causes of action, suits, and liability, whether now known or unknown, individually and/or collectively, from the beginning of time to the date of this Agreement, including all rights, claims, demands, charges, obligations, damages, losses, causes of action, and suits arising from, out of, or related to Tract B and all claims in the Lawsuit whether pursued or not pursued, under any law, constitution, rule, regulation, statute, ordinance, code, public policy, or common law theory, whether in tort, contract, equity, or otherwise.
- c. *County Release re: TROA*. The County, with the intention of binding itself, its departments, staff, electors, subsidiaries, affiliated and related entities and companies, does hereby release and forever discharge TROA, and each affiliated and related entity and company, department, staff, electors, subsidiaries, successors, assigns, attorneys, directors, officers, shareholders/members, agents, employees and representatives, and heirs, from any and all claims, demands, charges, obligations, damages, losses, causes of action, suits, and liability, whether now known or unknown, individually and/or collectively, arising from, out of, or related to Tract B and all claims in the Lawsuit whether pursued or not pursued, under any law, constitution, rule, regulation, statute, ordinance, code, public policy, or common law theory, whether in tort, contract, equity, or otherwise.

- d. *Whitt Parties Release.* The Whitt Parties, with the intention of binding itself, its successors and assigns, does hereby release and forever discharge the County and TROA, and each affiliated and related entity and company, department, staff, electors, subsidiaries, successors, assigns, attorneys, directors, officers, shareholders/members, agents, employees and representatives, and heirs, from any and all claims, demands, charges, obligations, damages, losses, causes of action, suits, and liability, whether now known or unknown, individually and/or collectively, from the beginning of time to the date of this Agreement, including all rights, claims, demands, charges, obligations, damages, losses, causes of action, and suits arising from, out of, or related to Tract B and all claims in the Lawsuit whether pursued or not pursued, under any law, constitution, rule, regulation, statute, ordinance, code, public policy, or common law theory, whether in tort, contract, equity, or otherwise.
- e. *Acknowledgment of Release.* The parties agree that each has accepted the consideration recited in this Agreement as a complete compromise of the released claims set forth above (the "Released Claims"), which involve disputed issues of law and fact. This Agreement has been duly executed and delivered by each party and constitutes a valid and binding agreement upon each party, enforceable against every other party in accordance with its terms. Each party represents and warrants that it has not sold, assigned, granted or transferred to any person or legal entity any claim, demand, judgment or cause of action encompassed by this Agreement, and that it has not, to the best of its knowledge, made any agreements or performed any acts related to the Released Claims that could give rise to a claim by any other person, firm or legal entity against another party to this Agreement. Each party expressly accepts and assumes the risk that the law or facts with respect to the Released Claims may be other than, or different from, the law and facts now believed by any of the parties to be true, and the parties understand the risk of potential future damages whether known or unknown, each party expressly agrees that this Agreement shall be and remain effective notwithstanding any such difference or damages.
- f. *Complete Compromise; No Admission.* This Agreement is intended as a full settlement and compromise of each, every and all of the Released Claims and any causes of action or claims for damages, of every kind and nature which either party ever had, now has, or may have in the future with respect to the Released Claims. No such claim, demand, action, or cause of action, whether known or unknown or suspected or unsuspected to the parties is reserved. Each of the parties expressly waives any and all defenses, rights and benefits which that party may have or which may be derived from the provisions of applicable law which may otherwise limit the extent of this Agreement. The parties agree that the consideration described in this Agreement and the execution of this Agreement is done entirely for the purpose of compromise and settlement of a disputed claim. Neither the payment of such sums nor the compromise and settlement of such claims shall be construed as an admission of liability on the part of any party, by

whom liability is expressly denied. In executing and delivering this Agreement, each of the parties relies wholly upon that party's (and that party's consultants') own judgment, knowledge and belief as to the nature and extent of damages and loss which have or may have been sustained, or may be sustained in the future, and, as to the questions of liability involved, each of the parties have had the benefit of legal counsel of that party's own choosing, and none of the parties have been influenced by any representations, statements, or warranties made by any other party, or by any agent or other person representing such party, concerning the nature, extent or duration of said damages, or losses, or the legal liability therefore.

12. Continued Cooperation: The parties shall cooperate with each other to execute any and all additional documents and modification of existing documents in order to effectuate this Agreement.
13. Attorney Fees and Costs: The parties waive all attorney fees incurred in this case and all costs unless otherwise specified. Should any party breach any of the material terms or conditions of this Agreement, the prevailing party in any proceeding brought to enforce this Agreement shall be entitled to recover its costs and reasonable attorney's fees.
14. Special Assessments: In the event TROA seeks to recover any of its losses, costs and/or attorney fees it incurred in this matter from the Owners at the Resort, it must comply with CCIOA, § 38-33.3-123(1)(d)(II).
15. Merger. This Agreement contains the sole and entire agreement and understanding of the parties with respect to the entire subject matter hereof, and any and all prior discussions, negotiations, commitments and understandings related hereto are merged herein and superseded by this Agreement. No provision hereof may be waived or modified unless done so in writing signed by all of the parties hereto. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein. Each and every Attachment hereto is incorporated herein by this reference.

**Summit County:**

**The Whitt Parties:**

\_\_\_\_\_  
By: Scott Vargo, County Manager

\_\_\_\_\_  
By: Russell Whitt

**TROA:**

**The Sweetser Law Firm, P. C**

\_\_\_\_\_  
By: Don Adoue

\_\_\_\_\_  
Attorney for Flagstar Bank

THIS STIPULATION IS ENTERED AND ORDERED THIS \_\_\_\_ DAY OF JUNE 2017.  
THE CASE IS DISMISSED.

\_\_\_\_\_  
District Court Judge

Summit County:



Approved as  
to form



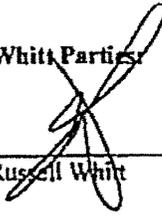
Legal

By: Scott Vargo, County Manager

TROA:

By: Don Adoue

The Whitt Parties



By: Russell Whitt

DATE FILED: June 22, 2017 8:52 PM

FILING ID: 35553C76EE5D8

CASE NUMBER: 2014CV30238

The Sweetser Law Firm, P. C

Attorney for Flagstar Bank

THIS STIPULATION IS ENTERED AND ORDERED THIS \_\_\_\_ DAY OF JUNE 2017.  
THE CASE IS DISMISSED.

District Court Judge

**Summit County:**

\_\_\_\_\_  
By: Scott Vargo, County Manager

**TROA:**

  
By: Don Adoue

**The Whitt Parties:**

\_\_\_\_\_  
By: Russell Whitt

DATE FILED: June 22, 2017 8:52 PM  
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**The Sweetser Law Firm, P. C**

\_\_\_\_\_  
Attorney for Flagstar Bank

THIS STIPULATION IS ENTERED AND ORDERED THIS \_\_\_\_ DAY OF JUNE 2017.  
THE CASE IS DISMISSED.

\_\_\_\_\_  
District Court Judge

**EXHIBIT D**  
**Fourth Amended and Restated Declaration of Covenants and Restrictions**  
**Tiger Run Recreational Vehicle Resort Summit County, Colorado**

62-38



Cheri Brunvand-Summit County Recorder 7/27/2007 14:54 DF:

**FOURTH AMENDED AND RESTATED  
DECLARATION OF COVENANTS AND RESTRICTIONS  
TIGER RUN RECREATIONAL VEHICLE RESORT  
SUMMIT COUNTY, COLORADO**

This DECLARATION made and executed on this date 7/27/ 2007, TIGER RUN OWNERS ASSOCIATION WITNESSETH:

WHEREAS, Resort Development, Inc. has previously recorded at Reception No.248026 of the records of Summit County, Colorado, a certain Amended Declaration of Covenants and Restrictions affecting Tiger Run Resort Recreation Vehicle Park, and a Second Amended and Restated Declaration of Covenants and Restrictions at Reception No.325542 and a Third Amended and Restated Declaration And Covenants And Restrictions Tiger Run Resort Recreation Vehicle Park, Summit County, Colorado at Reception No, 452264 which revokes all prior Declarations; and

WHEREAS, Article XVII of said Third Amended Declaration of Covenants and Restrictions provides that the provisions thereof may be changed, revoked, amended or modified, or that additional covenants and restrictions may be imposed by the Owners of not less than 80% of the undivided interest in the Common Use Area, as defined therein; and

WHEREAS, pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217, the required approval of 80% of the Owners for amendment is now void; and

WHEREAS, Pursuant to the Colorado Common Interest Ownership Act, C.R.S. §38-33.3-217, the amendment requirement for this Declaration is now 67% of the Owners' and

WHEREAS, Tiger Run Owners Association ("Association") is now the entity responsible for the administration and operation of the Property as the successor, assign and transferee of the Declarant. And whereas the Association, having received the affirmative vote of not less than 65% of the Owners of the undivided interest in said Common Use Area to amend said Third Amended Declaration of Covenants and Restrictions and to adopt new covenants and restrictions changing, amending, modifying and restating the provisions thereof.

NOW, THEREFORE, the said Tiger Run Owners Association, on behalf of no less than 65% on the Owners of the undivided interest in the Common Use Area and pursuant to its authority under the Declaration and By-Laws, does hereby declare that the aforesaid Third Amended and Restated Declaration of Covenants and Restrictions, together with all other amendments, covenants, conditions and restrictions heretofore created affecting the property hereinafter described are hereby revoked in their entirety; and the said Tiger Run Owners Association on behalf of the Owners, does hereby make, create and declare the following covenants, as benefits and obligations running with the property, and as binding upon it, its successors and assigns, and upon all parties claiming under it, and upon all present and future Owners and occupants of any part of said property, so long as these restrictive and protective covenants shall remain in force and effect as now written or as hereafter altered.

ARTICLE I

## Property Affected

The provisions hereof are hereby made applicable to all property located in Tiger Run Resort Recreation Vehicle Park Plats, according to the plat thereof recorded February 25, 1982, at Reception No.236574 of the records of Summit County, Colorado, as amended by the Replat of a Portion of Section "C" of Tiger Run Resort Recreation Vehicle Park Plats, according to the plat thereof recorded November 10, 1982, at Reception No.248025 and the replat dated July 29, 1996 Replat No. 428703 of the records of Summit County, Colorado.

## ARTICLE II

### Definitions

As used herein, the following definitions shall apply:

2.0 "Association" shall mean Tiger Run Owners Association a Colorado Non-Profit Corporation.

2.1 "Board" shall mean the Board of Directors of the Association

2.2 "PUD Designation" or "PUD" shall mean the Planned Unit Designation governing the uses allowed on the Resort property adopted by Summit County and recorded at Reception No. 795703 on June 28, 2005 and as it may subsequently be amended.

2.3 "By-Laws" shall mean the By-Laws of the Association, as they exist from time to time.

2.4 "Common Expenses" shall mean all expenses incurred by the Association with respect to the conduct of the operational and management duties and functions charged or delegated to it hereunder, including, but not limited to, all expenses of maintenance, operation, repair and replacement of common use areas and facilities and any portion of the Units to be maintained by the Association, including reasonable reserves therefore; any expense for capital improvements approved by the members of the Association as provided herein; maintenance of roads and access ways; utility charges; snow and trash removal expenses; taxes; insurance; expenses for management and employees; legal and accounting expenses; expenses incurred for common security and enforcement of these covenants; any expenses declared common expenses by the provisions of this Declaration, PUD, or the By-Laws; any other valid charge against the Common Use Area and facilities as a whole; and any other cost incurred by the Board for the general benefit and welfare of the Owners.

2.5 "Common Use Area" shall mean the common use area designated on the Plat, as amended by the Replat, together with all improvements located thereon, which area includes access roads, recreation area and complex, and greenbelt areas. Common Use Area shall be deemed to include all real property located within the exterior boundaries of the plat, together with all improvements located or to be located thereon, EXCEPT the real property located within all numerically designated Lots; all water and sewer lines and facilities; and any portion of the Common Use Area reserved by the Association for other use in accordance with the provisions hereof.

2.6 "TROA" shall mean Tiger Run Owners Association, a Colorado Non-profit Corporation, its successors and assigns, provided such successors or assigns are designated in writing by TROA as a successor or assign of any rights of TROA set forth herein.

2.7 "Declaration" shall mean this instrument, as the same may be amended from time to time.

2.8 "Lot" shall mean one of the numerically designated Lots depicted as Lots 1 through 248 and Lots 397 through 400 and Lots 249-367 as depicted on the Plat and on the Replat.

2.9 "Owner" shall mean the person or persons or other legal entities whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit, but shall not include those having an interest in a Unit merely as security for the performance of an obligation. Whenever any specific activity of an Owner is prohibited, permitted, or required hereunder, such prohibition, permission or requirement shall be deemed to apply to any person occupying the premises by right of the Owner, including family members, guests, invitees and tenants.

2.10 "Resort" or the "Property" shall mean the entire area included within the exterior boundaries of the Plat.

2.11 "Plat" shall mean the Tiger Run Resort Recreation Vehicle Park Plats, as recorded on February 25, 1982, under Reception No.236574 of the records of the Clerk and Recorder Summit County, Colorado, and any amendments thereto filed for record thereafter.

2.12 "Replat" shall mean the Replat of a Portion of Section "C" of Tiger Run Resort Recreation Vehicle Park Plats, as recorded on November 10, 1982, under Reception No.248025 and the replat dated July 29, 1996 Replat No. 428703 in the records of the Clerk and Recorder Summit County Colorado and any amendments thereto filed for record thereafter.

2.13 "Rules and Regulations" shall mean such reasonable rules and regulations as may be adopted from time to time by the Association to govern and control the use and occupancy of any Lot, Common Use Area, or other facility located within the Resort.

2.14 "Unit" shall mean the fee simple title and interest in and to a numerically designated Lot, together with an undivided 1/371th fee simple title interest in and to the Common Use Area, and an undivided 1/371th interest in any personal property which; may be acquired from time to time on behalf of, and for the common use by, all Owners and all other rights and obligations created by this Declaration. Each such Unit shall be described by the numerical designation of the Lot associated with such Unit. The proportional undivided interest in the Common Use Area may be amended or modified by any subsequent replatting of the Property, in which case, the new undivided interest appurtenant to each Unit will be amended and restated by the filing of a supplement to this Declaration.

2.15 "Park Home" shall mean a pre-constructed complete building unit without motive power that is constructed to: 1) meet the design standards of the PUD Designation, and 2) factory built standards of the Colorado Division of Housing Standards, or constructed to the Park Home standards outlined in the American National Standards Institute ("ANSI") 119.2 requirements. Park homes shall be fitted with axles and wheels suitable for towing or trailering, and be designed and used for single family, single unit occupancy by persons in temporary locations for recreational and/or seasonal use. Such units are

manufactured in a factory or at a location other than the residential site of the completed Park Home and which units are not licensed as motor vehicles, but, are towed on wheels to the location and are readily portable. Park Homes shall be limited to a maximum exterior dimension of fourteen (14) feet by thirty-eight (38) feet and must be completely located upon the Lot per the applicable requirements of the PUD Designation. All Park Homes must be constructed to the standards required for residential construction established by the adopted Building Code.

2.16 "Colorado Room" shall mean a pre-constructed addition to the living area of a Park Home that is physically attached to such structure and which is also mobile or readily portable. The maximum outside dimensions of any Colorado Room are twelve (12) by thirty-two (32) feet and the Colorado Room must be set back a minimum of six (6) feet from the front vertical plane of any Park Home. All Colorado Rooms must meet the standards required for residential construction established by the adopted Building Code and must be completely located outside any Lot line setbacks and must further accommodate all required parking and utilities upon such Lot.

2.17 "Deck" shall mean an exterior area constructed and intended for outdoor activities (grilling, eating, etc.), whether attached or detached to any Park Home and must be completely inside any setbacks upon the Lot. Decks may be constructed on site or factory built and may be open, covered, or screened, but may have no interior or exterior walls on such structure. Decks shall be designed and constructed to be Readily Portable, and shall not be treated as residential living space.

2.18 "Employee Housing" shall be defined by the Summit County Land Use and Development Code, and such housing shall be limited to use by the managers or employees of the Association and their immediate relatives and not by the general public.

2.19 "Fifth Wheel Trailers" shall mean a vehicular unit, mounted on wheels, designed to provide temporary living quarters for recreational camping, or travel use, of such size or weight as not to require special highway movement permits when towed by a motorized vehicle and shall be no greater in length, width or height than is permitted by State and Federal regulations.

2.20 "Motor home" shall mean a vehicular unit designed to provide temporary living quarters for recreational, seasonal camping, or travel use built on or a permanently attached to a self propelled motor vehicle chassis or on a chassis cab or van that is an integral part of the complete vehicle and shall be no greater in length, width or height than is permitted by State and Federal regulations.

2.21 "Porches" shall only be constructed upon a slab on grade foundation, but shall not include such foundation, whether attached or detached to any Park Home, and must be completely inside any setbacks upon the Lot, and shall adhere to all applicable requirements of the Building Code. Porches shall be designed and constructed to be Readily Portable. Porches shall not have partitions, rooms, plumbing, heating or ventilating equipment, or cooking facilities, and shall not be treated as residential living space. Porches may be constructed only if 1) the maximum outside dimensions do not exceed the maximum permitted dimensions of the Colorado Room and 2) the enclosure's wall surface area has a minimum of 60% glass (40% maximum solid surface area).

2.22 "Readily Portable" shall mean that a deck, porch, or other improvement as permitted by the PUD Designation can be removed within 36 hours.

2.23 "Recreational Vehicle" shall mean Park Homes, Fifth Wheel Trailers, Travel Trailers; Travel Campers; and other similar types of mobile residential units or dwelling units and attached equipment which are mobile and not permanently affixed to any realty but are not self propelled. Recreation Vehicles shall not include pop-up campers, tents or other similar shelters used primarily for short-term camping and recreational use. All vehicles must be self-contained.

2.24 "Travel Camper" shall mean a portable unit constructed to provide temporary living quarters for recreational, travel or camping use, consisting of a roof, floor and sides designed to be loaded onto and unloaded from the bed of a pick-up truck, and shall be no greater in length, width or height than is permitted by State and Federal regulations.

2.25 "Travel Trailer" shall mean a vehicular unit, mounted on wheels, designed to provide temporary living quarters for recreational camping, or travel use, of such size or weight as not to require special highway movement permits when towed by a motorized vehicle and shall be no greater in length, width or height than is permitted by State and Federal regulations.

2.26 "Storage Shed" shall mean one storage shed without a permanent foundation per Lot with a maximum of 120 square feet of floor and a maximum wall dimension of 14 feet on any side.

### ARTICLE III

#### Purpose

This Declaration is made for the purpose of creating and maintaining a luxury resort for Motor Homes and Recreation Vehicles, for prohibiting the permanent residential use of any structure or vehicle upon any Lot, for keeping the Resort desirable, beneficial, attractive in design and appearance, and free from nuisances, and for the purpose of avoiding unnecessary interference with the natural beauty of the area, all for the mutual benefit and protection of the Owners of all Units.

### ARTICLE IV

#### Description and Conveyance of Units

4.1 Description of Unit. After this Declaration has been recorded in the Office of the County Clerk and Recorder of the County of Summit, Colorado, every deed, lease, mortgage, trust deed, will or other instrument shall legally describe a Unit associated with numerically designated Lots 1 through 248 and Lots 397 through 400 and Lots 249-367 as replatted.

4.2 Inseparability of Unit. The ownership of all elements and properties comprising a Unit shall be inseparable and no Owner shall, by deed, plat, court decree or otherwise, separately transfer or convey any element comprising such Unit or subdivide or in any other manner cause his Lot or Unit to be separated into any tracts or parcels different from the whole Unit, as defined in the Declaration.

4.3 Waiver of Partition. The Common Use Area shall remain undivided and shall not be the object of an action for partition or division of the co-ownership thereof.

4.4 Transfer Fee. The Board may assess a transfer fee which shall be due upon the sale of a Lot. Such Transfer Fee shall be deposited in the Association's Reserve Account. The Transfer Fee shall qualify as a Supplemental Assessment and shall be collectable pursuant to Article XI of the Declaration.

## ARTICLE V

### Permitted Use

5.1 Declaration, Articles, By-Laws, Rules and Regulations. All land and facilities within the Resort shall be occupied and used only in accordance with the provisions of the PUD, of this Declaration and the Articles of Incorporation, By-Laws, and Rules and Regulations of the Association.

#### 5.2 Use of Lots.

- Each Lot shall be used for recreational and short-term residential purposes only as defined below.
- No permanent residency shall be permitted within the Resort, except for Resort management personnel residing in Employee Housing.
- Occupancy of the Park Home and Recreational Vehicle sites within the Property is restricted to short-term Owner or renter occupancy. Occupancy by Owners (including occupancy by an Owner's renters, family, guests, invitees, or any combination thereof) within the Resort Community is limited to a cumulative total of 240 days per year. These occupancy limitations apply to all Owners (including occupancy by an Owner's renters, family, guests, invitees, or any combination thereof) and cannot be extended regardless of the number of units held by any Owner. See PUD filed June 28, 2005, Paragraph A Permitted Uses and Development Plan, Section 1 Land Use, Bullets b and c.
- Only one (1) auxiliary or towing vehicle may be located on each Lot, unless the Lot has been provided with a concrete driveway allowing adequate room so that more than one auxiliary or towing vehicles may be parked completely removed from the street.
- No Park Homes shall be allowed on Lots 249 - 367.
- All vehicles, excluding Recreational Vehicles and Motor Homes, must be licensed and may be left year round provided they are parked in designated concrete parking areas.
- Allowed Recreational Vehicles or Motor Homes on Lots 249 - 367 is restricted to short-term Owner or renter occupancy. Occupancy by Owners (including occupancy by an Owner's renters, family, guests, invitees, or any combination thereof) within the Resort Community is limited to a cumulative total of 240 days per year. These occupancy limitations apply to all Owners (including occupancy by an Owner's renters, family, guests, invitees, or any combination thereof) and cannot be extended regardless of the number of units held by any Owner.
- No structure shall ever be located within any snow removal or snow storage easement.
- Each Owner is entitled to the exclusive possession of his Lot, subject to the provisions of the Declaration.
- Each Owner shall be responsible for the maintenance of his Lot and all improvements and fixtures thereon in good order and repair, and no alterations or improvements may be made on any Lot without prior written approval of the Association. No Recreational Vehicle, Park Home, Motor Home or other improvement on any Lot shall be left unattended for extended periods or allowed to deteriorate, become unsightly, or otherwise become a nuisance to other Owners.

- A Maintenance Committee may be appointed by the Board of Directors of the Tiger Run Owners Association to create and enforce rules to ensure that the maintenance of each lot and structure thereon are deemed to be in good repair. Details of these rules can be found in the Rules and Regulations of the Association.

### 5.3 Permitted Structures.

In addition to one Recreational Vehicle or Motor Home each Lot may also have the following:

- Residential utilities including but not limited to electricity, water, sewer, gas, telephone, cable and any other auxiliary equipment as may be used in connection therewith.
- A storage shed
- A propane storage enclosure, if required by the Rules & Regulations
- Lots 1-248 & 397-400 with a Park Home may have a porch, deck, Colorado Room or a porch or a porch and deck or a Colorado Room with a deck.
- No permanent structure shall be erected, placed or permitted to remain on any Lot, unless approved by the Architectural Review Committee and the County.
- The Architectural Review Committee and Summit County Planning and Building Departments set the rules in the current PUD filed with Summit County. Further definitions of these rules are set by the Architectural Review Committee and approved by the Board of Directors, and can be found in the Rules and Regulations of the Association.

No structure or planting may be placed upon, or permitted to extend over, any Common Use Area unless expressly approved in writing by the Tiger Run Owners Association. No structure or other improvement on any Lot shall be allowed to deteriorate, become unsightly, or otherwise become a nuisance to other Owners. The appropriate committee, either Architectural Review Committee, or Maintenance Committee shall be empowered by the Board to make rules and regulations to ensure compliance with these restrictions.

5.4 Criteria. In approving or disapproving the use of any Lot within the Resort or any structure proposed to be located thereon, it shall be the objective of the Association to ensure that no such use or structure will impair the aesthetic or monetary value of the Resort. The Association shall consider the suitability of the proposed structure and the materials to be utilized with respect to the area in which it is to be located and the effect of the proposed structure on adjacent or neighboring property; the location of the proposed structure with respect to property lines, giving due consideration to the location of existing or previously approved structures on adjacent property; and the location of utility lines and easements.

5.5 Enforcement. If any structure shall be erected anywhere within the Resort without the prior written approval of the Association or if any structure shall be erected which does not comply with plans approved by the Association, then the Association, after notice and hearing as provided in the PUD, Covenants, Rules & Regulations and By-Laws, shall have the right and authority to order the removal or modification of such structure to conform to the standards established by the Association. and, upon failure of the Owner to do so, the Board or its designee shall have the right to enter the property, remove the violation and restore the property to substantially the same condition as previously existed, at the Owner's expense, and any such action shall not be deemed a trespass, with all fees and costs in connection with such removal and restoration to be assessed to the Owner as an Assessment under the terms of this Declaration;

{05245238.DOC;1}

5.6 Building Permits. Each Owner shall be responsible for obtaining all necessary building or other permits required with respect to any proposed improvement and for obtaining required inspections and certificates of completion with respect thereto. Prior to applying for permits, approval from the Association's Architectural Review Committee must be obtained.

5.7 Use of Common Area. Each Owner shall be entitled to use the Common Use Areas in accordance with the purposes for which they are intended and in accordance with such reasonable limitations as may be set forth in the PUD, Covenants, By-Laws and Rules & Regulations. No Owner shall have the right to make any alteration of, or any addition or improvement to, the Common Use Area without the prior written approval of the Association.

5.8 Governmental Regulations. No use or activity shall be conducted upon any property or facility within the Resort which shall violate any provision of the zoning laws of Summit County, Colorado, or any agreement made with the Board of County Commissioners of said Summit County, including specifically all agreements contained in those instruments recorded under Reception Nos. 795702 and Resolution No. 2005-51 of the records of said Summit County.

## ARTICLE VI

### Utilities

The Owner or occupant of each Lot shall utilize the domestic water supply and sewage disposal, electrical and cable facilities available thereon. The Association shall furnish such water, sewer and cable facilities pursuant to contracts at such rates and charges as may be set forth in said contracts. Such rates and charges shall be paid by the Association to the Providers and shall be included in the assessment to each Owner hereunder. The Association shall make electrical services available to each Lot; however, each such service will be separately metered, and each Owner will be responsible for the payment of all connection and service charges to the electrical facility.

## ARTICLE VII

### Easements

7.1 Utilities. A blanket easement is hereby reserved for the Association, its successors and assigns, throughout the entire Resort for the construction, installation, maintenance and operation of utility services, including water, sewer, gas, electrical, cable and other utility and electrical lines, and such other auxiliary equipment as may be used in connection therewith.

7.2 Maintenance. A blanket easement is hereby reserved for the Association, its successors and assigns, throughout the entire Resort, for general maintenance purposes, and over that portion of each Lot lying within ten (10) feet of any roadway for snow disposal and snow storage purposes, and any agent or employee of the Association its successors and assigns, may enter at any reasonable time upon any Lot or other part of the Resort, for the purpose of mowing, irrigating, landscaping, snow removal, or any other reasonable purpose beneficial to the Owners and the Resort.

7.3 Pedestrian and Vehicular Traffic. Easements for the use and benefit of all Owners are reserved for pedestrian traffic over and across such sidewalks, paths, walks, lanes and other portions of the Common Use Areas as may, from time to time, be designated for such purpose and use; and for vehicular traffic over and across such portions of the Common Use Areas as may, from time to time, be paved and designated for such purposes. Nothing contained herein shall be construed to create the right for any person to park upon any portion of the Common Use Area except to the extent that areas may be specifically designated and assigned for such purpose.

7.4 Encroachments. In the event that any Lot shall encroach upon any of the Common Use Area or upon any other Lot for any reason other than the intentional or negligent act of the Owner of such Unit, or in the event any Common Use Area shall encroach upon any Lot, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

7.5 Forest Service Easement. A non-exclusive easement for ingress and egress to and from lands owned by the U.S. Forest Service for the use of all Owners and for all employees or agents of the U.S. Forest Service is hereby reserved over and across those parcels designated on the Plat as "Easement B" and on the Replat as "Easement A ".

7.6 PUD Easement. All Owners are subject to the easement stated in the current PUD on record with Summit Country. These easements are further defined in the Rules and Regulations of the Association.

## ARTICLE VIII

### General Restrictions and Nuisances

All Owners and other occupants of the Resort shall comply with the following general restrictions, and any prohibited activities within the Resort shall be deemed nuisances.

8.1 Owners are responsible for all actions, inaction, negligence, etc. of guests, agents, tenants, etc.

8.2 No animals, livestock, or poultry of any kind shall be raised, bred, or kept within the Resort, except customary household pets, which may be kept provided they do not become a nuisance and are not kept, bred, or maintained for any commercial purposes and provided they are securely leashed. Each Owner shall have the responsibility for keeping such pets quiet and confined to the Owner's Lot or designated pet walks. Each pet must be kept on a leash or under voice control.

8.3 Offensive Behavior. No hostile or harassing activities as defined by the association shall be carried on upon any Lot, roadway, or common area, nor shall anything be done thereon which may be or become an annoyance or nuisance to other Owners.

8.4 Owners guilty of offensive activities are subject to the fine schedule.

8.5 Recreational Vehicle holding tanks or other waste shall not be dumped or disposed of within the Resort, except at the sewer risers provided on each Lot.

8.6 Each Owner shall be liable for any damage caused by his acts, negligence or carelessness, to the extent that such damage is not covered by insurance carried by the Association. Such liability shall include any increase in hazard insurance rates occasioned by use, misuse, occupancy or abandonment by such Owner

8.7 Use of water – The Tiger Run Board of Directors will issue rules on the use of water on an as needed basis due to the constraints that have been place on TROA due to a limited volume of irrigation water and applicable water restrictions due to drought or other natural disasters.

8.8 Landscaping which must be adequately maintained by the Owner.

8.9 The use of the Owners' Lounge, and the Pavilion shall be governed by the Rules & Regulations of the Association.

8.10 In order to promote the security of the Resort and enforce the Declaration and Rules and Regulations when a Unit or Lot is occupied by a party other than its Owner, the Owners agree that the Association may adopt rules and regulations governing the rental of Units or Lots.

8.11 Owners who rent their Units or Lots are responsible to provide their renters with a list of Rules & Regulations, Covenants, and PUD. Owners must leave a contact number with the Management Company.

8.12 Maintenance of Lots and Improvements. Owners are responsible for the maintenance, repair and replacement of the property and improvements located within their Lot boundaries. The Association, and its agents, shall have the authority, to enter, replace, maintain, repair and clean up Lots which do not conform to the provisions contained herein or standards set by the Architectural Review Committee or the Maintenance Committee, and to charge and collect from the Owners thereof all reasonable costs related thereto as an Assessment hereunder.

8.13 Landscaping Requirements and Restrictions. The landscaping of each Lot shall be maintained by the Owner in a good, neat, attractive and well-kept condition, whether xeriscaped or with turf, which shall include lawns mowed, hedges, shrubs, and trees pruned and trimmed, and removal of weeds and debris and such other standards as may be set by the Architectural Review Committee or the Maintenance Committee.

## ARTICLE IX

### Association Members

9.1 Membership Obligation. Ownership of any Unit within the Resort shall qualify and obligate the Owner to membership in the Association, with full right and responsibility of membership as set forth in the Articles of Incorporation and By-Laws.

9.2 Voting Rights. Each Unit shall be entitled to one (1) vote at any meeting of the members of the Association. If a Unit is owned by more than one (1) person, the Owners of said Unit shall designate one of them to exercise such vote or, in the case of corporate ownership, an officer or director thereof shall be designated to exercise such vote. The designation of the person entitled to exercise such vote

shall be made in the manner provided by, and subject to any provisions and restrictions set forth in, the By-Laws. If the Association ever acquires ownership of a Unit, the Board shall be entitled to one vote for such Unit on behalf of the Association.

9.3 By-Laws. The Board may adopt, and amend from time to time, such reasonable By-Laws, as it may deem appropriate for the conducting of the business and affairs of the Association. No provision of the Articles of Incorporation or By-Laws shall change or abridge the property rights of any Owner or affect the validity and priority of any encumbrance on any property within the Resort or conflict with any zoning law or agreement of or with the Board of County Commissioners of Summit County, Colorado. The By-Laws may provide for the imposition by the Association of reasonable fees for the use of any common recreational facility and for the adoption by the Board, of the Rules and Regulations governing use of the common facilities and the conduct of Owners within the Resort, including the right to suspend the use of common facilities for any infraction.

## ARTICLE X

### Association

10.1 Authority. The business affairs of the Resort shall be managed by the Association, a Colorado non-profit corporation. The Association shall be governed by its By-laws as amended from time to time. The Association shall have all rights, powers, and duties of a corporation formed under the Colorado Non-Profit Corporation Act and of an "Association," as that term is used in the Colorado Common Interest Ownership Act ("Act"). The Association shall have the right, power and obligation to provide for the maintenance, repair, replacement, administration, insurance and operation of the Resort as provided herein and in the By-laws and pursuant to Colorado law. The business and affairs of the Association shall be managed by the Board, subject to the provisions hereof.

10.2 Membership. Every Owner shall be entitled and required to be a Member of Association on the basis of one Membership for each Unit owned. Where ownership of a Unit is held by more than one person, the Membership shall be designated by such Owners to one Owner who shall be entitled to the vote for such Unit. No person or entity other than an Owner may be a Member of the Association, and Memberships may not be transferred except in connection with the transfer of a Unit. Membership in the Association shall automatically terminate upon transfer of ownership of a Unit. Upon the transfer of ownership of a Unit, the new Owner shall succeed to Membership in the Association.

10.3 Architectural Review Committee shall be appointed by the Board of Directors and is authorized to develop Architectural Standards, interpret the PUD with respect to architectural requirements, and work with the County to ensure Tiger Run Resort is following current building and planning standards. The ARC may have additional authority as delegated by the Board. Detail of the Architectural standards and the process can be found in the Rules and Regulations of the Association

10.4 Maintenance Committee shall be appointed by the Board of Directors and is authorized by to inspect units and lots annually for infractions of property and landscaping maintenance. The Maintenance Committee may have additional authority as delegated by the Board. Details of the maintenance process and standards can be found in the Rules and Regulations of the Association.

10.5 Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

10.6 Architectural Review. No construction in the Resort shall be commenced, erected or maintained within any Unit or the Common Use Areas, nor shall any exterior addition, change or alteration thereto be made to any Unit, until the plans and specifications showing the nature, kind, shape, height, materials, and location of the same shall have been submitted to and approved in writing as to design and structural soundness of the proposed improvement by the Board of the Association, or by an architectural control committee appointed by the Board ("Architectural Review Committee"). Interior improvements solely affecting and located wholly within a Unit (other than decks, porches or Colorado Rooms) shall be excluded from this restriction. Neither the Board nor the Architectural Review Committee, if so appointed, shall be liable in damages to anyone submitting plans to them for approval, or to any Owner affected by this Declaration, or any third party, by reason of mistaken approval, judgment, negligence or non-feasance arising out of or in connection with the approval or disapproval or failure to approve any such plans and specifications. Every person who submits plans for approval, by submission of said plans and specifications, and every Owner of a Unit, by acquiring title thereto or an interest therein, agrees that no action, suit or claim will be brought against Association, its successors or assigns, the Board or the Architectural Review Committee to recover any damages, and any right to bring any such action, claim or suit by an Owner is hereby waived. Notwithstanding anything to the contrary as set forth above, any such improvements or alterations constructed within the Resort shall comply with the requirements which may be imposed from time to time by the County of Summit, State of Colorado, regardless of whether the Board or Architectural Review Committee has approved such plan

## ARTICLE XI

### Assessments by Association

11.1 Power to Assess. Each Owner, of any Unit in the Resort, by acceptance of a deed therefore, or the acquisition of title thereto in any manner, whether or not it shall be so expressed in any such deed or other instrument, is deemed to covenant and agree to pay to the Association such assessments as may be established by it to cover the Common Expenses provided herein.

11.2 Amount of Assessments. The Owner of each Unit shall be liable for an equal share of the Common Expenses, regardless of the purchase price, size or location of the Lot associated with such Unit. The amount of assessments shall be established by the Board based upon such reasonable budgets and projections as it may establish.

11.3 Delinquent Assessments. Any assessment remaining unpaid more than ten (10) days after the due date thereof shall bear interest at the rate of 18% per annum until paid. The TROA may impose on a monthly basis a late charge for each Owner who fails to timely pay his/her Assessments. If any Unit Owner fails to timely pay assessments or any money or sum due to the Association, the Association may require reimbursement for collection costs and reasonable attorney's fees and costs incurred as a result of such failure without the necessity of commencing a legal proceeding. The Association may also bring an action at law against any Owner to recover the unpaid amount of any delinquent assessment or other amount owed by such Owner, together with interest thereon, and the Association shall be entitled to

recover all costs of suit and reasonable attorneys' fees and costs incurred with respect to the action. The Association may also suspend the right of any Owner to use the Common Use Areas for any period during which such Owner is delinquent in the payment of assessments. The Association may adopt additional rules and regulations governing the assessment and collection of late fees, penalties and other amounts due for delinquent assessments and for other violations of this Declaration or Association rules.

11.4 Lien of Assessments. The Association shall have a lien on each Unit for the amount of any delinquent assessment owed by the Owner of such Unit, together with interest thereon; and the Association shall also have a lien against all tangible personal property of the Owner located upon the Lot associated with such Unit. In addition to the action at law provided above, or as an alternative thereto, the Association may file with the Clerk and Recorder of Summit County, Colorado, a statement of lien with respect to the delinquent assessment, setting forth the name of the Owner, the legal description of the Unit, the name of the Association, and the amount of delinquent assessments then owing, which statement shall be signed and acknowledged by the president or vice president of the Association, and which shall be served upon the delinquent Owner by certified mail, return receipt requested, to such address as the Association may have in its records for said Owner. Thirty (30) days following the mailing of such notice, the Association may proceed to foreclose the statement of lien in the same manner as provided for the foreclosure of mortgages on real property under the statutes of the State of Colorado.

In either a personal or a foreclosure action, the Association shall be entitled to recover unpaid assessments becoming due subsequent to the commencement of the personal action, or subsequent to the filing of the complaint, and no supplemental complaint or statement of lien shall be required with respect to such subsequent installments. In either a personal or foreclosure action, the Association shall be entitled to recover the amount of delinquent assessments and interest thereon, together with all sums advanced by the Association for taxes or payments on prior encumbrances (which shall bear interest from the date of advancement at the highest rate per annum allowed by Colorado Law, costs of suit, and reasonable attorneys' fees incurred with respect to the action. The Association may become the purchaser at any foreclosure sale. In lieu of personal action or foreclosure, or during the pendency thereof, the Association shall have the right to take possession of said Unit and offer the same for rental. From the proceeds of such rental, if any, the Association shall first deduct any standard rental management fees and shall credit the remainder to the delinquent amounts owed by the Owner of such Unit. In connection with such activities, the Association may remove from the Lot associated with such Unit any personal property or vehicle located thereon and place the same in storage without liability to the Owner, and each Owner hereby indemnifies and holds harmless the Association for any loss, claim, damage, or claims for damages arising therefrom. The lien of the Association against the personal property of any Owner may be foreclosed in the manner of personal security interests under the Uniform Commercial Code of the State of Colorado.

11.5 Non-Waiver of Liability. No Owner may waive or otherwise avoid liability for the assessments provided herein by non-use of the Common Use Area or abandonment of the Lot associated with his Unit.

11.6 Subordination to Mortgages. Except for that portion of any unpaid assessments that have "super-priority" status under Colorado law, the lien of the assessments provided for herein shall be subordinate to the lien of any bona fide first mortgage or first deed of trust against the Unit affected or the lien of any bona fide first security interest against any personal property affected. Sale or transfer of any Unit shall not affect the assessment lien; however, the sale or transfer of any Unit as a result of

foreclosure of a first mortgage, deed of trust or security interest, or any proceedings in lieu of foreclosure, shall extinguish the lien of such assessments as to payments thereof which became due prior to such sale or transfer, but shall not relieve any former Owner of personal liability therefore. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

11.7 Supplemental Assessments. The Association shall have the right to add to any Owner's Assessment as provided in this Article the following:

- (a) those amounts expended by the Association for the benefit of any individual Lot or any occupant thereof, including but not limited to: improvement, repair, replacement and maintenance specific to a Lot;
- (b) improvement, repair, replacement and maintenance caused by the negligent or willful acts of any Owner, his or her guest, employee, licensee, lessee or invitee as set forth in this Declaration;
- (c) All fines and costs assessed against an Owner pursuant to the governing documents; and
- (d) Any other expenditures or charges which the Board, in its sole discretion, chooses to allocate to a Lot and are reasonably determined to be allocable to a particular Lot.

## ARTICLE XII

### Insurance

The Board shall obtain and maintain at all times, to the extent reasonably obtainable, policies of insurance, written with financially responsible and able companies licensed to do business in the State of Colorado, covering the following risks, to wit:

12.1 Liability Insurance. Public liability and property damage insurance in such reasonable limits as the Board may determine from time to time covering all claims for bodily injury or property damage on the Common Use Area and in connection with the functions of the Association. Coverage shall include, without limitation, liability for personal injuries, operation of motor vehicles on behalf of the Association, and activities in connection with the operation, maintenance and other use of the Common Use Area. All such insurance shall name the Association, the Board, the officers of the Association, the Owners as insureds thereunder.

12.2 Casualty Insurance. Insurance against loss or damage by fire, lightning, and such other hazards as are customarily covered in condominium or other co-ownership projects under extended coverage and all risk endorsements. Such insurance shall insure the entire Common Use Area and any improvements or property located thereon, including common use personal property (but not including improvements or personal property supplied by or owned by Owners), together with all service equipment contained therein, in an amount equal to the full replacement value, without deduction for depreciation. Such insurance shall insure the interests of all Owners in the Common Use Area and all improvements and property located thereon, and shall name the Association as the loss payee.

12.3 Employee Coverage. The Association will be required to maintain Workmen's Compensation and Employer's Liability Insurance and all other similar insurance with respect to employees of the Association in the amounts and in the forms now or hereafter required by law.

12.4 Fidelity Coverage. The Association will be required to maintain fidelity coverage against dishonesty of employees or any other person handling funds of the Association, destruction or disappearance of money or securities and forgery. Said policy shall also contain endorsements thereto covering any persons who serve the Association without compensation.

12.5 D&O Insurance. The Association will be required to maintain insurance for Directors and Officers sometimes called Association Professional Liability Insurance in an amount to be determined by the Board of Directors..

12.6 Other Insurance. The Association may obtain insurance against such other risks as it shall deem appropriate with respect to the Common Use Area, D&O, and facilities and the functions and activities of the Association.

12.7 Owners' Risk. Nothing contained herein shall obligate the Association to insure the actions or property of any Owner or other person on or about the premises with the permission or at the sufferance of any Owner, and each Owner shall be responsible for obtaining at his own expense such liability, casualty or other insurance as he may deem necessary with respect to the ownership of his Unit and his activities within the Resort.

### ARTICLE XIII

#### Damage, Destruction, or Condemnation

13.1 Condemnation/Hazard Distributions. In the event of a distribution of condemnation proceeds or hazard insurance proceeds to the Owners, the distribution shall be as the parties with interests and rights are determined or allocated by record and pursuant to the Act.

### ARTICLE XIV

#### Enforcement

In the event of any violation or threatened violation of any of the provisions contained herein, other than the failure to pay assessments or any money or sums due to the Association, the Association, or the Owner of any Unit may bring an action at law or in equity, either for injunction, for damages, or for such other relief as may be available. In any such action, the prevailing party shall be awarded all costs of suit and reasonable attorneys' fees.

### ARTICLE XV

#### Failure to Enforce

The failure by the Association, or any Owner to enforce any provision herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the Association, the Board, or any Owner.

## ARTICLE XVI

### Effect Tenure, and Amendment

16.1 Covenants Run with the Land. The provisions hereof shall be considered as covenants running with the land, and all instruments affecting the title of any property within the Resort shall be subject to the provisions hereof. Said provisions shall inure to the benefit of and be binding upon the Association its successors and assigns, and every grantee or lessee of any Unit, their heirs, personal representatives, successors and assigns, and upon each successor in title of each Owner to termination in accordance with the provisions of Articles XIII hereof.

16.2 Amendment. This Declaration may be amended, revoked or modified by the affirmative vote of not less than 65% of all the Owners, who are present, either in person or by proxy, and entitled to vote at a duly noticed meeting of the Owners at which a quorum is present in person or by proxy. Any vote authorizing such amendment shall be evidenced by executing and acknowledging an appropriate instrument in writing for such purpose, and recording same in the office of the Clerk and Recorder of Summit County, Colorado. No such amendment may change or materially alter or modify the configuration or size of any Lot, or change any proportion or percentage by which the Owner of any Unit shares Common Expenses or owns the Common Use Area except in connection with a replatting of the Property in which the number of Lots is changed. The Articles of Incorporation and By-laws of the Association may be amended in the manner provided by the Colorado Nonprofit Corporation Act; provided, however, that no such amendment shall have the effect of violating or negating any provision of this Declaration.

## ARTICLE XVII

### Miscellaneous

17.1 Invalid Provision. Invalidation of any provision hereof by judgment or order of Court shall in no way affect any of the other provisions hereof.

17.2 Notices. Any notice, invoice or other written instrument required or permitted to be delivered hereunder may be delivered to any Owner personally or by mail addressed to the Owner his place of residence as shown on the records of the Association. The Association or its appointed management company shall maintain a list of the mailing addresses of all Owners, and it shall be the responsibility of each Owner to notify the Association in writing of any change of address. Notices to the Association shall be delivered by mail to 85 Tiger Run Road, Breckenridge, Colorado 80424, or at such other address as may be furnished to the Owners in writing by the Association. Any notice delivered by mail shall be deemed effective on the date of deposit of said notice in the United States mails, postage prepaid.

17.3 Time Sharing. No estate or interest commonly known as "time-sharing" shall be created with respect to any Unit.

17.4 Exemption from CCIOA. The Association and the Owners expressly state that to the fullest extent possible under Colorado law, this Declaration and the Resort are exempt from the provisions of the

Colorado Common Interest Ownership Act ("Act") except as to those provisions of the Act which are expressly made applicable to those common interest communities created prior to the effective date of the Act as "pre-existing" communities.

17.5 Exemption from PUD. Any non-conforming structures identified on the PUD or previously approved by the TROA shall not be found to be in violation of any provisions herein. However if such structures are modified in any significant way, as determined by the Board in its sole discretion, the structure must thereafter comply with all provisions of the PUD, this document and any other Rules, Architectural Standards of the TROA.

IN WITNESS WHEREOF, the, Tiger Run Owners Association a Colorado non-profit corporation, has caused this instrument to be executed by its duly authorized officers on the day and year first above written.

Tiger Run Owners Association

Karolyn Tate  
Karolyn Tate, President

Trudi Briggs  
Trudi Briggs, Secretary

STATE OF COLORADO     )  
                                          ) ss.  
COUNTY OF SUMMIT     )

The foregoing instrument was acknowledged before me this 27 day of July, 2007 by Karolyn Tate and Trudi Briggs, of the Tiger Run Owners Association Board of Directors

Witness my hand and official seal.



Tracy Loveberry-Ross  
Notary Public  
My Commission Expires: 02-13-2010

**EXHIBIT E**  
**List of Legal, Nonconforming Enclosures**

Exhibit E: List of Legal, Nonconforming Enclosures

The following Lots have legal, nonconforming enclosures:

Lot 10

Lot 15

Lot 29

Lot 36

Lot 104

Lot 121

Lot 122

Lot 123

Lot 124

Lot 126

Lot 148

Lot 151

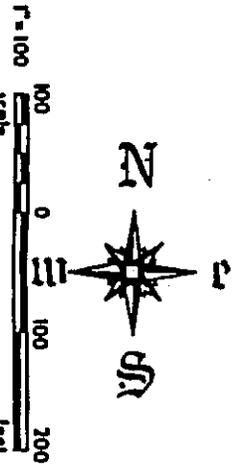
Lot 216

Lot 242

**EXHIBIT F**  
**UBSD Sewer Easement Map**

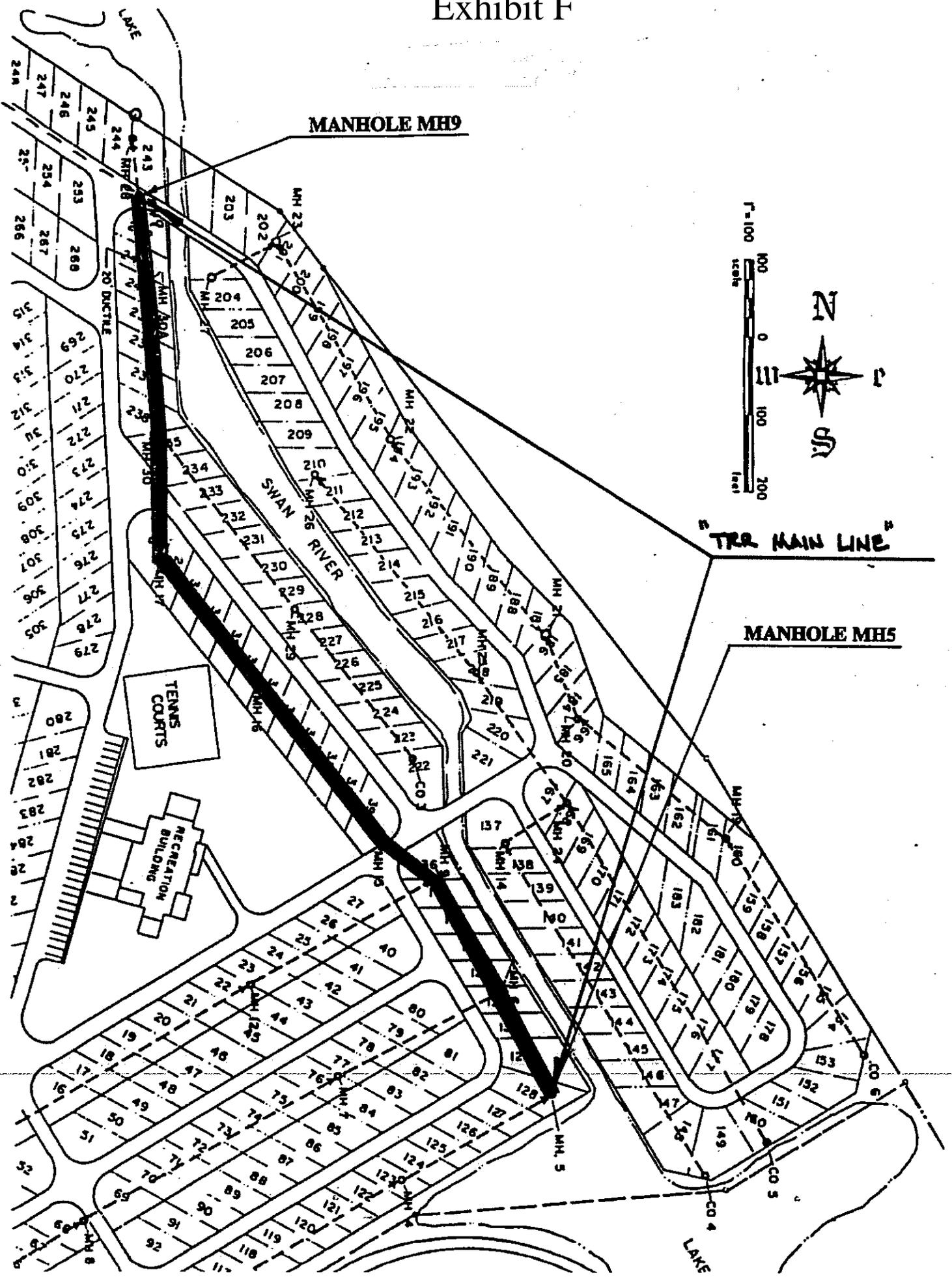
# Exhibit F

**MANHOLE MH9**



**TRR MAIN LINE**

**MANHOLE MH5**



**BOARD OF COUNTY COMMISSIONERS  
FEBRUARY 11, 2020  
PLANNING CASE #PLN20-006: ADOPTION OF REVISED FEE SCHEDULE FOR SHORT  
TERM RENTAL PERMITTING**

**PROJECT INFORMATION:**

**Request:** Update to the Short Term Rental Fee Schedule to include a fee for Responsible Agent Change Requests, elimination of the discount for bulk permit submittals, and utilization of the current Building Department fee schedule for verification inspections.

**ISSUES:**

None

**PLANNING COMMISSION RECOMMENDATION:**

The Countywide Planning Commission does not make recommendations on this type of request.

**RESOLUTION STATUS:**

Draft Resolution is attached.

**STAFF RECOMMENDATION:**

Approval of revised Planning Department fee schedule.



**STAFF REPORT**

**TO:** Board of County Commissioners

**FROM:** Dan Osborn, Interim Planning Director  
Brandi Timm, Planning Technician

**SUBJECT:** Adoption of Revised Planning Department Development Review Fee Schedule for Short Term Rental Permitting

**DATE:** Prepared for meeting on February 11, 2020

**BACKGROUND AND PURPOSE:**

In December 2018, the BOCC adopted short term rental (STR) regulations that would be applicable to properties within the unincorporated areas of Summit County. The STR regulations were designed to address the following, among other items:

- Permitting and fees
- Verifying compliance with the applicable sales tax and personal property tax collection requirements
- Reducing neighborhood impacts (e.g., parking and trash)
- Regulation of life safety issues (e.g., smoke and carbon monoxide detectors)
- Ensuring appropriate use of deed-restricted housing
- An effective compliance monitoring and enforcement system.

**PROPOSED CHANGES TO FEE SCHEDULE:**

At the January 14, 2020, work session with the BOCC staff presented an update on the STR regulations and gave a number of recommendations aimed at improving the STR regulations, including modifications to the Planning Department's Development Review Fee Schedule to better reflect the actual impact of staff time to review and correct STR applications. Staff was directed by the BOCC to return on February 4, 2020, to present finalized recommendations on the fee schedule. Due to the upcoming migration to Host Compliance, the new STR management software platform, staff is recommending that the adoption of the revised fee schedule be approved before the new platform is in place. The additional items identified at the January 14, 2020 work session will be revisited at a later date.

The proposed fees will be updated in the Summit County Planning Department Development Review Fee Schedule upon adoption of the proposed Resolution. The original Resolution 2018-89 adopting the STR Regulations contained a section specific to permit fees in its attached Exhibit 1. The proposed resolution will make the desired changes directly to the Fee Schedule. References to Exhibit 1 and Resolution 2018-89 are for convenience. Proposed Resolution 2020- xx is attached for the BOCC's consideration. Specific recommendations include:

1. Fee Schedule, bulk discount. Section C of Exhibit 1 to Resolution 2018-89. This section allows for a 20% discount for six permits or more submitted at the same time

by a property manager for units in a single building or complex. The discount was proposed based on the idea that submitting in bulk would reduce staff review time.

However, time savings have not been realized as each application requires individual staff review and attention, and bulk submittals can cause additional work when incorrect data entry has to be corrected on multiple applications. Further, this bulk permit discount required STR Helper/Host Compliance to develop additional permit types and work flows that added to staff review time. **Recommend bulk discount be deleted from fee schedule.**

2. **Fee Schedule, change in property management.** A “Responsible Agent Change” form was created for those property owners that obtained a permit, and then chose to change property management companies. Staff does not believe a full new permit fee should be required, as a portion of the review has been completed for the property; however there is work required to confirm correct sales tax and other information for the new manager. **Recommend adding \$50 property management change fee to fee schedule.**
3. **Fee Schedule, Building Inspection Verification.** The Building Department Fee Schedule lists an Inspection Fee for which no fee is specifically indicated (minimum charge – one hour) at \$65 per hour. Any Short Term Rental applicant will be subject to this fee when the Building Department is required to review the site plans and inspect and verify the potential rental unit has approved sleeping areas that meet all life and safety standards set forth in the Building Code. Staff anticipates a two-hour minimum plan review and site inspection will be required for these types of requests (\$130.00 for both components). As this fee is already established in the Building Department Fee Schedule, no amendment is needed at this time, but this will clarify the intent of the BOCC.

**STAFF RECOMMENDATION:**

Staff recommends that the BOCC approve the revised Planning Department Development Review Fee Schedule as set forth above and in the attached resolution.

**CC:** Scott Vargo, County Manager  
Bentley Henderson, Assistant County Manager  
Jim Curnutte, Community Development Director  
Marty Ferris, County Finance Director  
Joe DiCerbo, Senior Bookkeeper  
Jeff Huntley, County Attorney  
Keely Ambrose, Assistant County Attorney

**RESOLUTION NO. 2020-\_\_**

**BOARD OF COUNTY COMMISSIONERS  
OF THE  
COUNTY OF SUMMIT  
STATE OF COLORADO**

**A RESOLUTION APPROVING A REVISED FEE SCHEDULE FOR SHORT TERM RENTAL PERMITTING** (Applicant: Summit County Planning Department) and,

**WHEREAS**, on December 18, 2018, the Board of County Commissioners adopted regulations for Short-Term Vacation Rentals via Resolution 2018-89, and such resolution included additions to the Planning Department's Fee Schedule for fees related to permit review which included an annual review of fees thereafter; and,

**WHEREAS**, Section 12004 of the Summit County Land Use and Development Code provides that the Board of County Commissioners shall adopt a Fee Schedule for review of development applications and the issuance of development permits; and,

**WHEREAS**, it is the policy of the Board of County Commissioners that fees paid for development review should cover a reasonable portion of the County's cost of conducting the development review process; and,

**WHEREAS**, the Board of County Commissioners has reviewed the proposed revisions to the Fee Schedule at a public hearing held on February 11, 2020, with public notice as required by law, and considered the evidence and testimony presented at the hearing and finds that such fees are reasonable and necessary.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SUMMIT, STATE OF COLORADO, THAT** revisions to the Fee Schedule, as described below, are hereby adopted and will be made effective February 11, 2020:

**New STR permit application fee** **\$150**

**Administrative CUP application fee:** **\$350**

*Note: the \$350 Administrative CUP fee is the full fee charged for an administrative CUP; these applications are not charged both the STR permit fee and the administrative CUP fee.*

**Annual renewal fee (for either STR Permit or CUP)** **\$75**

**Expired permit renewed within 60 days of expiration** **\$82.50**  
(with added 10% penalty fee)

**Responsible Agent Change Request Form** **\$50**

These permit application fees will be analyzed annually during review/adoption of the Summit County Planning Department Development Review Fee Schedule in March of each year, and will be adjusted annually as needed based on the volume of STR permits and associated annual administrative costs.

**ADOPTED THIS 11<sup>TH</sup> DAY OF FEBRUARY 2020.**

**COUNTY OF SUMMIT  
STATE OF COLORADO  
BY AND THROUGH ITS  
BOARD OF COUNTY COMMISSIONERS**

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Karn Stiegelmeier, Chair

**ATTEST:**

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Kathleen Neel, Clerk & Recorder