

CASE SUMMARY
Consent Agenda

BOA Hearing Date: October 19, 2022

22-118756 VC Variance

Owner/Applicant: Cragmont Land Development, LLC

Location: Lot 70 and 69, Block C, Cragmont (Parcel ID: 51-281-01-175)
Section 28, Township 5 South, Range 71 West

Approximate Area: 0.80 acres

Zoning: Mountain Residential-One (MR-1)

Purpose: **To allow:**

- 1) **A 2-foot side setback to the south, where a setback of 20 feet is required, and**
- 2) **A 20-foot front setback to the east, where a setback of 30 feet is required for a new single-family dwelling;**

Case Manager: Fritz Clauson, AICP

Issues:

- Site topography and significant rock outcroppings constrains potential placement of home.

Recommendations:

- **Staff:** Recommends APPROVAL.

Interested Parties:

- None.

Level of Community Interest: Low

Case Manager Information: Phone: 303-271-8767 e-mail: fclauson@jeffco.us

Staff Report

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Case Manager: Fritz Clauson, AICP

Previous Actions: None

Surrounding Zoning: North: Mountain Residential-One (MR-1) for a single-family dwelling
South: Mountain Residential-One (MR-1) for a single-family dwelling
East: Mountain Residential-One (MR-1) for a single-family dwelling
West: Mountain Residential-One (MR-1) for a single-family dwelling

Existing Uses: Vacant

Existing Structures: None

Services: Evergreen Fire Protection District
Homestead Water Company
Individual Septic System

BACKGROUND/DISCUSSION:

The applicant is requesting a Variance to obtain relief from setback requirements of the Mountain Residential-1 zone district, in order to build a single-family detached home on the property.

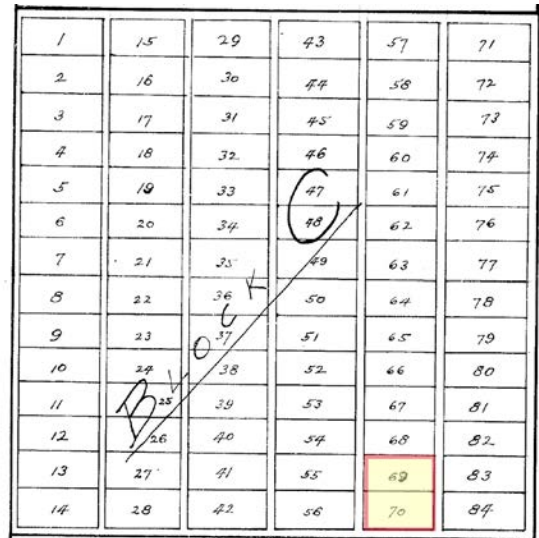
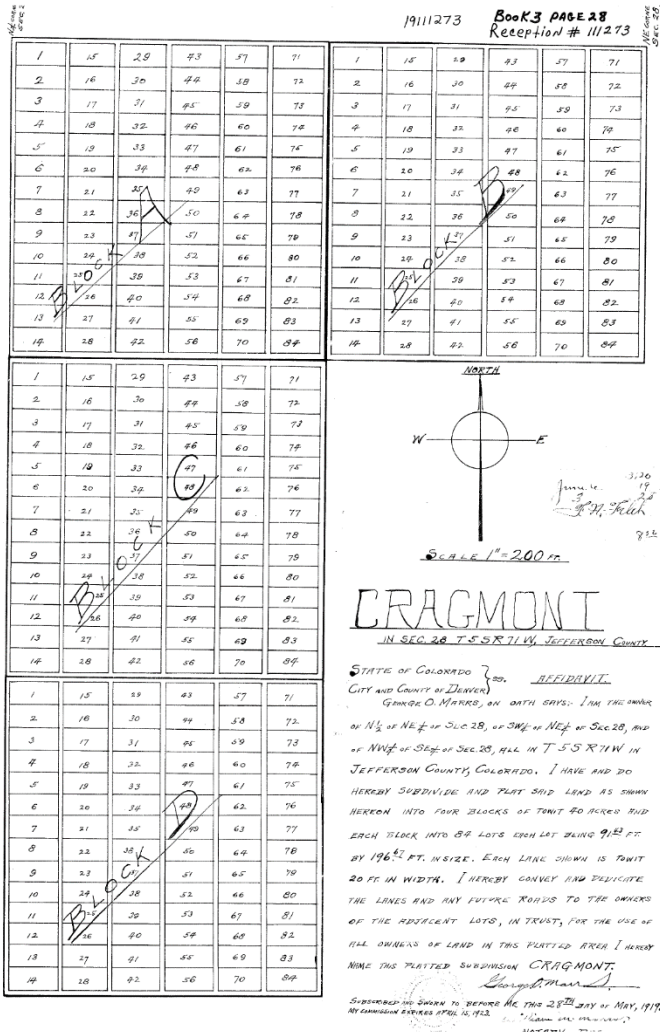
The property consists of Lots 70 and 69, Block C, of Cragmont, originally platted in 1919. The applicant's first request is to allow a 2-foot side setback to the south, where a setback of 20 feet is required for a single family detached residence in an MR-1 zone district. The second request is to allow a 20-foot front setback to the east, to the edge of the easement for Lynx Lair Road, where a setback of 30 feet is required. The applicant is requesting this relief due to the steep terrain on the property, and specifically to site the house on the most viable portion of the property, avoiding significant rock outcroppings.

The Cragmont area has remained largely undeveloped since the original plat, due to a combination of factors including steep terrain, limited services, challenging lot configuration, and privately owned platted

rights of way. The area has recently seen an increase in single-family residential development, as new access roads and district water services have made development more feasible.

SITE CHARACTERISTICS AND IMPACTS:

The subject property was originally platted in 1919 as Lots 70 and 69, Block C, of Cragmont. Access is taken from Lynx Lair Road, a privately owned and maintained road. The property contains steep topography, sloping down from the eastern edge along Lynx Lair Road, throughout the site, and major rock outcroppings on the northern portion (Lot 69). This property, as well as the surrounding properties, has been vacant since originally platted.



Left Exhibit: Original Cragmont Plat, 1919
Top Exhibit: Detail showing Block C and Lots 70 and 69 (highlighted)

NOTIFICATION:

In accordance with the Jefferson County Zoning Resolution, the following notice was provided for this proposal:

1. Notification of this proposed development was mailed to adjacent property owners, (which includes the property owners on the opposite side of the public local street) and to the Homeowners' Associations within which the property is located. The notification was sent 14 days prior to the Board of Adjustment Hearing.
2. A sign, identifying the nature of the Variance request, was provided to the applicants for posting on the site. The sign was provided to the applicants with instructions that the site be posted 14 days prior to the Board of Adjustment Hearing

The Homeowners' Associations and other organizations that received notification are Conifer Area Council, Jefferson County Horse Council, and PLAN JeffCo.

During the processing of the application, Staff did not receive comments relating to the request.

ANALYSIS:

The statutory and regulatory requirements set forth in Section 11 of the Zoning Resolution for the approval of a Variance request are listed below with an analysis by staff:

1. The following must exist:
 - Exceptional narrowness, shallowness or shape of a specific piece of property; or
 - Exceptional topographic condition; or,
 - Other extraordinary and exceptional situation or condition of such piece of property; AND
2. The relief shall not have a substantial detriment to the public good; AND
3. The relief shall not substantially impair the intent and purpose of the Zoning Resolution; AND
4. The relief shall not effectively change a land use on a permanent basis; AND
5. The relief shall not be granted in circumstances which are self-imposed; AND
6. No Variance shall be granted based solely on economic hardship.

Applicant's Rationale:

"We are requesting a set back variance to the southern property line to avoid a huge rock out cropping shown on the attached topography map at 8063 elevation. This large outcropping and it's steepness significantly complicate the build and add a great deal of blasting cost.

Likewise, the two twenty foot wide lanes on the southern property line allow plenty of distance between this proposed home and his neighbor to the south. These twenty foot lanes were platted in 1919 for a potential road to access the downhill homesites but due to the steepness in this area a longer, more winding road has been installed to accomplish this objective much more effectively. Thank you very much for your time and consideration in this matter."

Staff Analysis:

Exceptional practical difficulty or undue hardship:

Staff finds that the applicant has established an undue hardship in their request to allow a 2-foot side setback to the south, where a setback of 20 feet is required, and for their request to allow a 20-foot front setback to the east, where a setback of 30 feet is required. The steep terrain and rock outcroppings severely limit the buildable area of the property and make it extremely difficult or impossible to meet the setback requirements of the underlying zone district.

Substantial detriment to the public good, intent and purpose of the Zoning Resolution, change of land use:

The granting of this Variance would not have a substantial detriment to the public good, nor impair the intent and purpose of the Zoning Resolution because of the neighborhood character. The location of the proposed detached single-family residence would be sited to have the most limited impact to the existing natural terrain, and the reduced setback to the south would have limited impacts to the properties to the south, which consist of unused rights-of-way created by the original Cragmont plat in 1919. This platted right-of-way is unusable as a road due to the plat being laid out in a grid pattern without respect to the terrain. The slope of the platted rights-of-way exceeds 30%. As part of the subsequent building permit process, the applicants will be required to adequately demonstrate that activities occurring within the grading setback (7 feet from the property line) will not adversely affect adjacent property or structures.

Conditions self-imposed, and economic hardship:

Staff finds that the circumstances to allow a reduced setback for the proposed single-family home are not self-imposed because there are features that limit the buildable area of this parcel, including the steep topography and existing rock outcroppings.

Finally, the Variance is not sought for solely an economic hardship, as there are significant physical constraints on the property.

FINDINGS/RECOMMENDATIONS:

Staff recommends that the Board of Adjustment find that the applicant **HAS** established an undue hardship as well as all other criteria related to the requested Variance as required by the Jefferson County Zoning Resolution.

And;

Staff recommends that the Board of Adjustment **APPROVE** Case No. 22-118756VC, subject to the following conditions:

1. The location of the proposed single-family dwelling shall be in substantial conformance with the site plan on file, labeled Exhibit A.
2. A Building Permit for the single-family dwelling shall be acquired within one year of the approval of this request, on or before October 19, 2023.

COMMENTS PREPARED BY:

Fritz Clauson

Fritz Clauson AICP, Planner II

10/12/2022

30

LOT 55

LOT 56

P 52

BLOCK C

LOT 69

LYNX LAIR
(30' EASEMENT)

89.53'

P 66

SET REBAR AND CAP
(TYPICAL) (SEE NOTE 6)

S 89°06'41" E
196.76' (196.67')

GRANITE CRAG CIRCLE
(30' EASEMENT)

P 53

N 00°26'56" E

89.51' (91.43')

LOT 70
0.40 ACRES

FOUND 1.5" ALUM. CAP
EVERGREEN LS-20136
(TYPICAL)

196.68' (169.67')

20'
Zijde

DIRT ROAD

89.53' (91.43')

S 00°30'03" W

P 67

20'

20' WIDE LANE

N 89°06'11" W
(BASIS OF BEARING)

84'

P 88

P 94

20'

P 89

(PARAGRAPH NUMBER PER CIVIL ACTION NO. 93
CV 0078, DIV. 1 DATED JUNE 15, 1994)
(TYPICAL)

P 95

P 90

BLOCK D

LOT 57

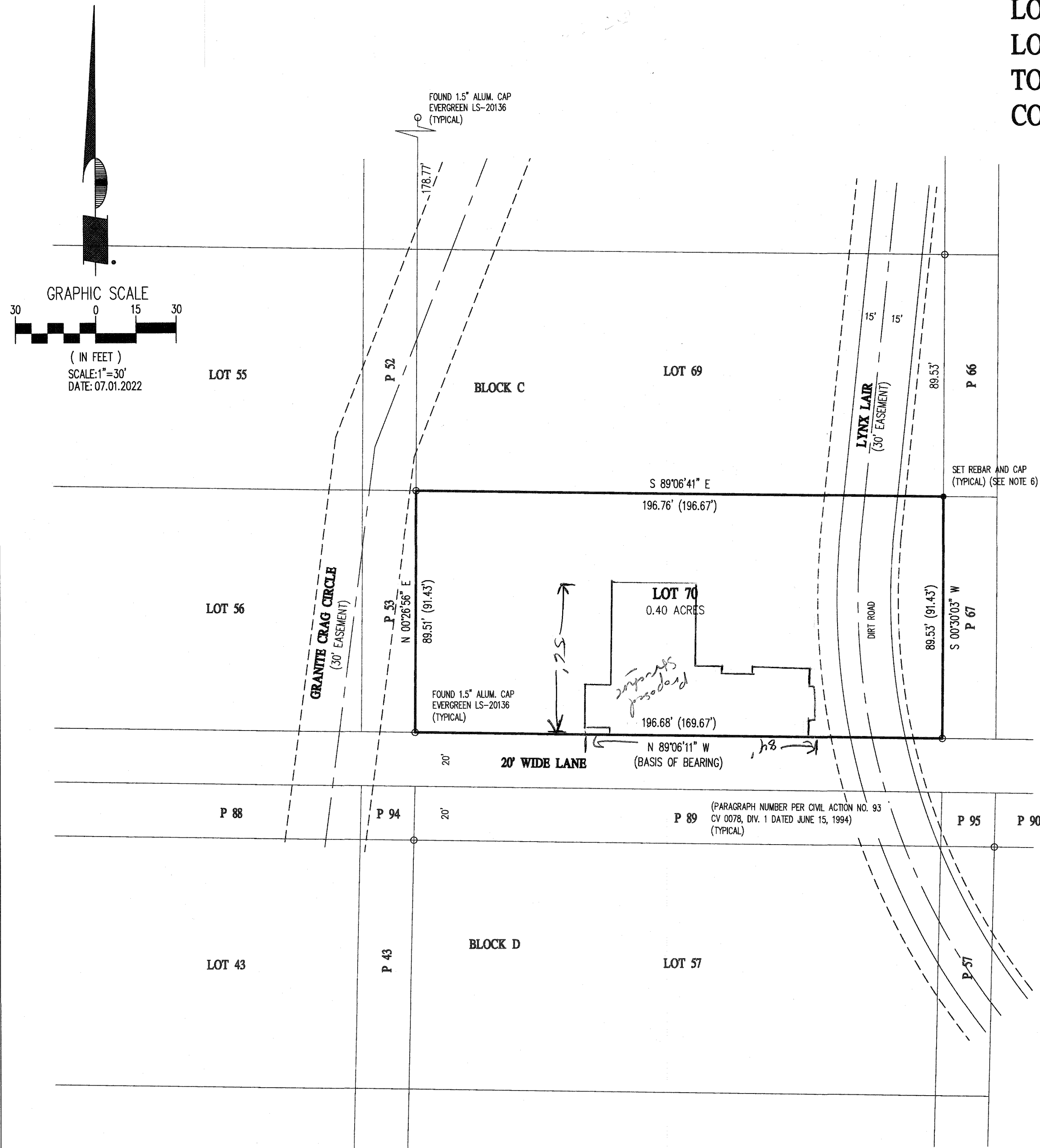
LOT 43

P 43

P 57

IMPROVEMENT SURVEY PLAT

LOT 70, BLOCK C, CRAGMONT ESTATES
 LOCATED WITHIN THE NORTHEAST QUARTER OF 28
 TOWNSHIP 5 SOUTH, RANGE 71 WEST OF THE 6TH P.M.
 COUNTY OF JEFFERSON, STATE OF COLORADO



NOTES:

1. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT OR LAND BOUNDARY MONUMENT OR ACCESSORY COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO STATE STATUTE 18-4-508, C.R.S.
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. THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY C.C.S. CONSULTANTS, INC. TO DETERMINE TITLE OR EASEMENTS OF RECORD. RESEARCH FOR THIS SURVEY WAS PERFORMED IN ACCORDANCE WITH CRS 38-51-106 AND THE RULES OF PROCEDURE AND BOARD POLICY STATEMENTS OF THE STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND PROFESSIONAL LAND SURVEYORS, SPECIFICALLY THOSE BOARD RULES AND POLICY STATEMENTS RELATING TO THE DEPICTION OF EASEMENTS AND RIGHTS OF WAY ON SUBDIVISION PLATS.
4. ALL DIMENSIONS SHOWN HEREON ARE IN FEET, ALL BEARINGS SHOWN HEREON ARE IN DEGREES-MINUTES-SECONDS.
5. MEASUREMENTS OF RECORD ARE DENOTED IN PARENTHESIS ().
6. • SET NO. 4 X 18" REBAR WITH 1" RED PLASTIC CAP - CCS INC PLS 26296.
7. THE BASIS OF BEARING IS ASSUMED TO BEAR N 89°06'11" W BETWEEN THE MONUMENTS AS SHOWN HEREON.

SURVEYOR'S CERTIFICATION:

I, NOEL L. POTTER, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS IMPROVEMENT SURVEY PLAT WAS MADE IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE, WAS PREPARED UNDER MY RESPONSIBLE CHARGE BASED ON A FIELD SURVEY PERFORMED ON MAY 25, 2022 AND TO THE BEST OF MY PROFESSIONAL KNOWLEDGE, INFORMATION AND BELIEF IS AN ACCURATE REPRESENTATION OF THAT FIELD SURVEY. THIS IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

FOR AND ON BEHALF OF CCS CONSULTANTS, INC.

NOEL L. POTTER, P.L.S. NO. 26296

JEFFERSON COUNTY CLERK AND RECORDER'S CERTIFICATE:

RECEPTION NUMBER _____

ACCEPTED FOR FILING IN THE OFFICE OF THE CLERK AND RECORDER OF JEFFERSON COUNTY, AT GOLDEN, COLORADO, ON THIS _____ DAY OF _____, 20____, AT _____ O'CLOCK.

 JEFFERSON COUNTY CLERK AND RECORDER

 DEPUTY CLERK

CCS CONSULTANTS, INC.
 4860 Robb Street, Suite 203A
 Wheat Ridge, Colorado 80033
 Phone: 303-403-4706

To: The Board of Adjustment

We are requesting a set back variance to the southern property line to avoid a huge rock out cropping shown on the attached topography map at 8063 elevation. This large outcropping and it's steepness significantly complicate the build and add a great deal of blasting cost.

Likewise, the two twenty foot wide lanes on the southern property line allow plenty of distance between this proposed home and his neighbor to the south. These twenty foot lanes were platted in 1919 for a *potential* road to access the downhill homesites but due to the steepness in this area a longer, more winding road has been installed to accomplish this objective much more effectively.

Thank you very much for your time and consideration in this matter.

Sincerely,

Tom Carby
Owner | Developer

Jefferson County
Board of Adjustment
Application

Variance • Special Exception • Appeal



100 Jefferson County Parkway
Suite 3550
Golden CO, 80419
303-271-8700
planning.jeffco.us
pzpermits@jeffco.us

Case Number (for staff use only): 22-118756

This application may be used for Variance, Special Exception and Appeal requests before the Board of Adjustment, including relief from zoning regulations, short term rentals and some home occupations. Please refer to the reverse side of this page for submittal requirements.

Submit this application and all necessary documents electronically to pzpermits@jeffco.us.

Applicant and Site Details

Lynx Lair Block C Lot 70	Evergreen	80439
Address of Subject Property, Legal Description and/or Parcel ID Number	City	Zip
Cragmont Land Development LLC	tom@carbyinsurance.com	3038831898
Property Owner	Email	Phone Number
28055 Highway 74 #201	Evergreen	co 80439
Mailing Address	City	State Zip
Tom	3038831898	
Contractor/Representative	Email	Phone Number
For sign pick-up, please contact: <u>Tom</u> Email: <u>tom@carbyinsurance.com</u> Phone Number: <u>3038831898</u>		

Specific Request

A 2' setback from the southern lot line and a 20' front setback from the edge of Lynx Lair access easement for a proposed dwelling.

Applicant Acknowledgments

- Applications will not be accepted unless all submittal requirements have been met. If during staff review any application is found to contain incomplete and/or inaccurate information, the case may be postponed until all necessary submittal documentation has been received. Documents larger than 11 x 17 can be submitted electronically.
- I understand the filing fee is to cover costs of administration, research, and hearing of this case and is non-refundable.
- I hereby give permission for County staff and Board members to enter upon my property for purposes of site inspection and investigation. Please specify any extraordinary circumstances of which staff should be aware, i.e., the presence of dogs on the site, locked gates, etc. The property must be accessible for site inspection.
- The applicant will receive a copy of the Board's decision, which may be recorded through the Jefferson County Clerk & Recorder's Office.
- For Variance cases only: A Setback Verification Form will be required as a part of the Building Permit process for Variance cases involving relief from setback requirements.
- For Variance cases only: I have read and understand the BOA Variance guide, and certify the site plan or survey is fully accurate, depicting all structures on site.

Thomas Carby
Signature of Owner or Authorized Representative

07192022
Date

Jefferson County Board of Adjustment Application

Case Number (for staff use only): 22-118756

Submittal Requirements

The numbers checked with each specific type of request correspond to the numbered submittal requirements at the right. Additional documentation may be required, as determined by staff on a case-by-case basis.

Request: \$ _____ (additional notification fees will apply)

Variance	1	2	3	4	5	6	7	8	9	10	11	12	13	14
<input type="checkbox"/> Lot size	X	X	A	X	X	X	X							
<input checked="" type="checkbox"/> Setback(s)	X	X	A	X	X	X	X	X						
<input type="checkbox"/> Parking	X	X	A	X	X	X		X				X		
<input type="checkbox"/> Height	X	X	A	X	X	X		X		X				
<input type="checkbox"/> Access Standards	X	X	A	X	X			X						
<input type="checkbox"/> Accessory Square Footage/Footprint	X	X	A	X	X	X	X	X	X					
Special Exception*	1	2	3	4	5	6	7	8	9	10	11	12	13	14
<input type="checkbox"/> Home Occupation**	X	X	B	X	X	X		X	X		X	X	X	
<input type="checkbox"/> Short Term Rental**	X	X	C	X	X	X		X	X		X	X	X	
<input type="checkbox"/> Commercial Solar or Wind Installation	X	X	D	X	X	X		X		X		X		
Appeal	1	2	3	4	5	6	7	8	9	10	11	12	13	14
<input type="checkbox"/> Director's Determination	X	X		X	X	X								X

List of Submittal Requirements

- Signed application form
- Cover letter
- Addendum A, B, C, or D
- Copy of current deed
- Proof of proper division of land (if parcel is Metes & Bounds or contains portions of platted lots)
- Letter of authorization if a contractor or other contact will appear on the owner's behalf
- Improvement Survey Plat (signed and stamped by licensed surveyor) depicting all property lines and all existing improvements on the property
- Detailed site plan showing proposed improvements
- Floor plans of existing and proposed structures
- Architectural elevations
- Photographs of the interior
- Parking plan (can be combed with 7 or 8)
- Evidence of water and/or wastewater service
- Other: _____

- | | |
|------------------------------------|---|
| A. Variance Addendum | C. Short Term Rental Addendum |
| B. Home Occupation Addendum | D. Commercial WECS/SECS Addendum |

* Fees are online at our website at planning.jeffco.us. Make checks payable to Jefferson County Treasurer.

** Short Term Rentals and Home Occupations: It is the applicant's responsibility to renew a Special Exception prior to expiration.

Staff Use Only

MR-1 19111273

Zoning of Site Plat Receipt Renewal of Case Number CV Case Number

17,400 sf 17,424 sf 355 In a Floodplain? Yes No

Lot size Required Lot Size Shown FEMA Map Number

Legal Access via: _____

Number of Postcards Required: 3 ISP Submitted (check one): Print Via email to: _____ N/A

Megan Hazen 7/27/22

Reviewed by _____ Date

Comments:

Originally submitted AE app, requesting 0' setback from south and 20' from east edge of Lynx Lair (front). Request updated to 2 feet.

A. Variance Addendum

Case Number (for staff use only): _____

1. Explain what, if any, physical conditions of your property (ex: exceptional narrowness, shallowness or shape) or topographic conditions on your property (ex: exceptional steepness, floodplains, geologic hazards) exist and limit your ability to meet code requirements.

Property is adjacent to the lane that was platted for a road but can never be used for a road.

2. Explain why the granting of your request would not be detrimental to the neighborhood or adjacent properties.

The distance to the next home is still 40 feet.

3. What other options were considered in order to meet code requirements?

The original platt provides the lanes are for the use of the adjacent property owner.

4. Why is granting a Variance your only option to a beneficial use of your property?

The property is buildable on the variance side and a extreme slope on the opposite side.

5. Are there other, more expensive solutions that would allow you to meet the code requirements?

NO!

6. Provide any additional information you feel may help the Board of Adjustment understand your request.

Please see the original platt.













Unofficial

19111273

Book 3 PAGE 28
Reception # 111273

ME CONVE
SEC 28

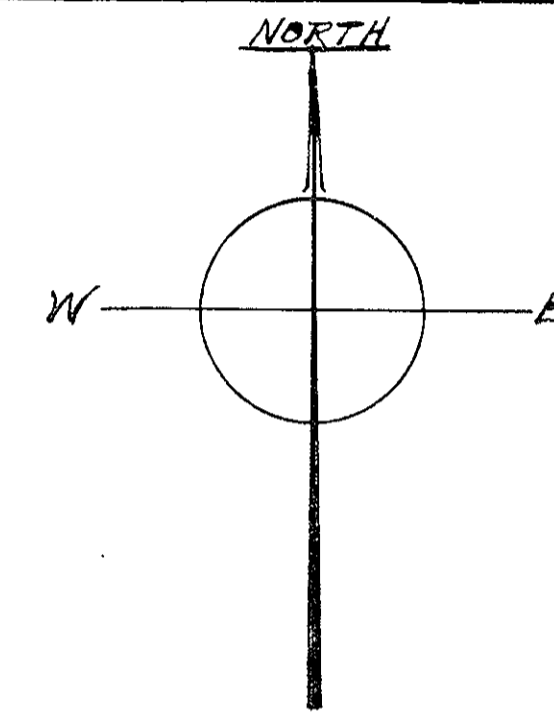
ME CONVE
SEC 28

1	15	29	43	57	71
2	16	30	44	58	72
3	17	31	45	59	73
4	18	32	46	60	74
5	19	33	47	61	75
6	20	34	48	62	76
7	21	35	49	63	77
8	22	36	50	64	78
9	23	37	51	65	79
10	24	38	52	66	80
11	25	39	53	67	81
12	26	40	54	68	82
13	27	41	55	69	83
14	28	42	56	70	84

1	15	29	43	57	71
2	16	30	44	58	72
3	17	31	45	59	73
4	18	32	46	60	74
5	19	33	47	61	75
6	20	34	48	62	76
7	21	35	49	63	77
8	22	36	50	64	78
9	23	37	51	65	79
10	24	38	52	66	80
11	25	39	53	67	81
12	26	40	54	68	82
13	27	41	55	69	83
14	28	42	56	70	84

1	15	29	43	57	71
2	16	30	44	58	72
3	17	31	45	59	73
4	18	32	46	60	74
5	19	33	47	61	75
6	20	34	48	62	76
7	21	35	49	63	77
8	22	36	50	64	78
9	23	37	51	65	79
10	24	38	52	66	80
11	25	39	53	67	81
12	26	40	54	68	82
13	27	41	55	69	83
14	28	42	56	70	84

1	15	29	43	57	71
2	16	30	44	58	72
3	17	31	45	59	73
4	18	32	46	60	74
5	19	33	47	61	75
6	20	34	48	62	76
7	21	35	49	63	77
8	22	36	50	64	78
9	23	37	51	65	79
10	24	38	52	66	80
11	25	39	53	67	81
12	26	40	54	68	82
13	27	41	55	69	83
14	28	42	56	70	84



June 19 1919
G. O. Marks
8 1/2 Acres

SCALE 1" = 200 FT.

Cragmont

IN SEC. 28 T. 5 S. R. 71 W., JEFFERSON COUNTY.

STATE OF COLORADO } ss. AFFIDAVIT.
CITY AND COUNTY OF DENVER }
GEORGE O. MARKS, ON OATH SAYS: I AM THE OWNER
OF N 1/2 OF NE 1/4 OF SEC. 28, OF SW 1/4 OF NE 1/4 OF SEC. 28, AND
OF NW 1/4 OF SE 1/4 OF SEC. 28, ALL IN T. 5 S. R. 71 W. IN
JEFFERSON COUNTY, COLORADO. I HAVE AND DO
HEREBY SUBDIVIDE AND PLAT SAID LAND AS SHOWN
HEREON INTO FOUR BLOCKS OF TWENTY FOUR ACRES AND
EACH BLOCK INTO 84 LOTS EACH LOT BEING 91.43 FT.
BY 196.67 FT. IN SIZE. EACH LANE SHOWN IS TWENTY
20 FT. IN WIDTH. I HEREBY CONVEY AND DEDICATE
THE LANES AND ANY FUTURE ROADS TO THE OWNERS
OF THE ADJACENT LOTS, IN TRUST, FOR THE USE OF
ALL OWNERS OF LAND IN THIS PLATTED AREA. I HEREBY
NAME THIS PLATTED SUBDIVISION Cragmont.

George O. Marks

SUBSCRIBED AND SWORN TO BEFORE ME THIS 28TH DAY OF MAY, 1919.
MY COMMISSION EXPIRES APRIL 15, 1923.
NATROY

100 Jefferson County Parkway, Suite 3550, Golden, Colorado 80419-3550
 ☎ 303.271.8700 • Fax 303.271.8744 • http://planning.jeffco.us

JEFFERSON
 COUNTY COLORADO
 Planning & Zoning Division

**ADMINISTRATIVE
 EXCEPTION APPLICATION**

Case #

This process may be utilized to request relief from the Jefferson County Zoning Resolution for any of the following issues.

Lot size is at least 75% of lot area required

Setbacks are at least 75% of requirements

Height is no more than 5' over the maximum height requirement permitted for structures

Structure or landscaping is located within the corner vision clearance triangle (VCT);

Temporary use

Other

Fees are on-line at our website or call 303-271-8700. Make checks payable to Jefferson County Treasurer.

Address of Subject Property

Street City State ZIP

Legal Description and/or Parcel ID #

Property Owner

Address

Mailing Address

Street City State ZIP

Phone # (nm) (work) FAX Email

Contractor/Representative Name Phone # Email

For sign pick-up, please contact Name Phone # Email

Specific Request

I am requesting a variance for the setback to the property line. The property line is next to a parcel that was intended for a road but one will never be built there and cannot be built there.

Justification of Request *Attach additional sheet if necessary*

The parcel is not and will not be used as intended. the original plat says that the parcels are for the adjacent property owners use.

- ✓ Applications will not be accepted unless all submittal requirements have been met. Documents larger than 11 x 17 can be submitted electronically.
 - ✓ An Improvement Location Certificate or Setback Verification Form will be required in conjunction with building permit issuance.
 - ✓ I understand there is a filing fee to cover costs of administration, research of this case, and is non-refundable.
 - ✓ I hereby give permission for County staff to enter upon my property for purposes of site inspection and investigation. Please specify any extraordinary circumstances of which staff should be aware, i.e., the presence of dogs on the site, locked gates, etc. The property must be accessible for site inspection.
 - ✓ Adjacent property owners will be given notification of this case and will be given 14 days to respond.
 - ✓ The applicant will receive a copy of the County's decision in writing.
- I certify that the information contained herein is true and correct to the best of my knowledge.**
- Signature of Owner or Authorized Representative
- Date

Applicant Requirements

The numbers indicated under the request specify the corresponding submittal requirement on the right. Additional documentation may be required, as determined by staff on a case-by-case basis.

Temporary Uses and/or Structures: It is the applicant's responsibility to renew an Administrative Exception prior to expiration. Upon expiration, all structures must be removed or approved uses ceased, or the property owner will be in violation of the Jefferson County Zoning Resolution.

Request 5 (Additional notification fees will apply)

- Lot Size
1, 2, 3, 4, 5 or 6
- Setback(s)
1, 2, 3, 4, 5
- Vision Clearance Triangle
1, 2, 3, 4, 6
- Building Height
1, 2, 3, 4, 6
- Mobile Home While Building
1, 2, 3, 4, 6, 10, 11, 12, 13
- Temporary Building/Uses
1, 2, 3, 4, 6, 10
- Home Occupation
1, 2, 3, 4, 6, 7, 8, 9, 10, 11, 12
- Other _____

Submittal Requirements

- 1. Signed application form
- 2. Written statement of justification of request
- 3. Copy of current warranty deed
- 4. Prior to 1/1/2000 Deed - if parcel is Metes & Bounds or is portions of platted lots
- 5. Improvement Survey Plat (signed and stamped by licensed surveyor) depicting request and related setbacks
- 6. Detailed site plan
- 7. Floor plan
- 8. Description of business and license information, if applicable
- 9. Photographs of dwelling area used for home occupation
- 10. Parking plan (can be combined with 5 or 6 above)
- 11. Active building permit
- 12. Evidence of water and/or sewer availability
- 13. Signed affidavit stating occupant will be owner or contractor
- 14. Other _____

Staff Use Only

Zoning of Site Plat Receipt

Lot size Required Shown FEMA Map #

Legal Access via

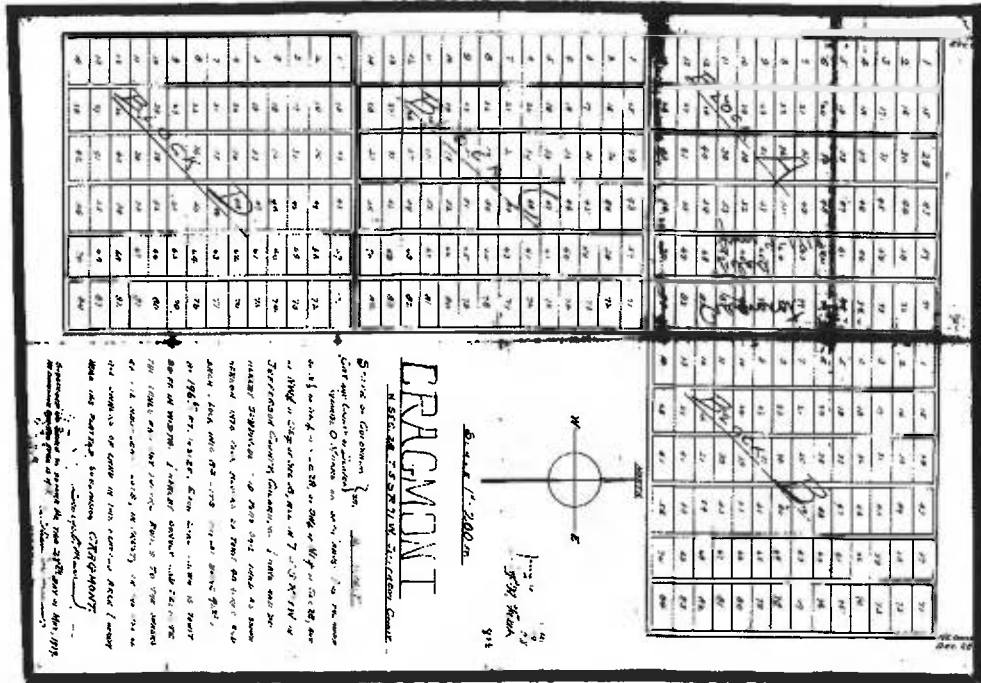
Renewal of Case # CV Case # Date

Number of postcards required ISP submitted (check one) Print Electronically to N/A

Reviewed by Date In a Floodplain? Yes No

Comments

Reception # 111-73



FRAGMENT

Scale 1" = 200.0'

Survey on Ground

... [Detailed survey description text follows, including bearings and distances for various points and lines.]

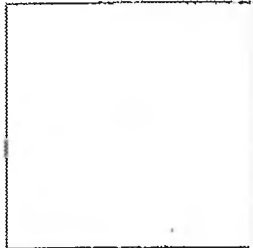
... [Additional survey notes and legal descriptions.]

2018057294 6/25/2018 1:49 PM
PGS 8 \$48.00 DF \$22.50
Electronically Recorded Jefferson County, CO
Faye Griffin, Clerk and Recorder TD1000 Y

SPECIAL WARRANTY DEED

THIS DEED, Made this 21st day of June, 2018,
between INDEPENDENT BANK, SUCCESSOR IN INTEREST TO
NORTHSTAR BANK OF COLORADO

of the County of Jefferson and State of Colorado,
grantor(s), and CRAGMONT LAND DEVELOPMENT, LLC A
COLORADO LIMITED LIABILITY COMPANY



whose legal address is , 20855 Highway 74 #301 Evergreen Co 80439

of the County of Jefferson and State of Colorado, grantee(s):
WITNESS, that the grantor(s), for and in consideration of the sum of **TWO HUNDRED TWENTY FIVE THOUSAND AND 00/100 DOLLARS (\$225,000.00)**, the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property, together with improvements, if any, situate, lying and being in the County of Jefferson and State of Colorado, described as follows:

SEE ATTACHED ENTITLED "EXHIBIT A" FOR ADDENDUM TO EARNEST MONEY CONTRACT

SEE ATTACHED ENTITLED "EXHIBIT B" FOR LEGAL DESCRIPTION

also known by street and number as: CRAGMONT/SPRUCEDALE, EVERGREEN, CO 80439

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

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee(s), his heirs and assigns forever. The grantor(s), for himself, his heirs, and personal representatives or successors, does covenant and agree that he shall and will WARRANT AND FOREVER DEFEND the above-bargained premises in the quiet and peaceable possession of the grantee(s), his heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, by, through or under the grantor(s).

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

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

INDEPENDENT BANK,
SUCCESSOR IN INTEREST TO NORTHSTAR
BANK OF COLORADO

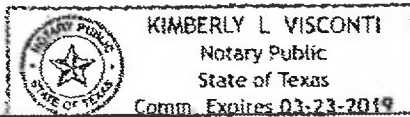
BY [Signature]
MIKE B. PHILLIPS
EXECUTIVE VICE PRESIDENT

STATE OF TEXAS }
COUNTY OF Collin } ss.

The foregoing instrument was acknowledged before me this 21st day of June, 2018, by MIKE B. PHILLIPS AS EXECUTIVE VICE PRESIDENT FOR INDEPENDENT BANK, SUCCESSOR IN INTEREST TO NORTHSTAR BANK OF COLORADO.

My Commission expires: 3-23-19

Witness my hand and official seal.



[Signature]
Notary Public

Escrow File No.: 23413

EXHIBIT "B"

PARCELA:

LOTS 1 THROUGH 5, INCLUSIVE, LOT 8; LOTS 15 THROUGH 23, INCLUSIVE;
LOTS 29 THROUGH 53, INCLUSIVE; AND LOTS 57 THROUGH 63, INCLUSIVE; ALL
IN BLOCK D, CRAGMONT;

TOGETHER WITH THAT PORTION OF CRAGMONT, A SUBDIVISION RECORDED
JUNE 6, 1919, IN PLAT BOOK 3 AT PAGE 28, JEFFERSON COUNTY RECORDS,
IDENTIFIED AS PARCELS 1 THROUGH 39, INCLUSIVE; PARCEL 42; PARCELS 85
THROUGH 88, INCLUSIVE; PARCELS 91 THROUGH 93, INCLUSIVE; PARCEL 97;
PARCEL 98, PARCEL 102 AND PARCEL 103, ALL IN BLOCK D, IN AMENDED
ORDER ISSUED IN CIVIL ACTION NO. 93CV0078, OF THE DISTRICT COURT IN
AND FOR THE COUNTY OF JEFFERSON, DATED JUNE 15, 1994, AND RECORDED
JUNE 23, 1994, AT RECEPTION NO.
94110292, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE
SOUTHEAST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 71 WEST OF THE
6TH P.M.; THENCE SOUTHERLY, ALONG THE WEST LINE OF SAID NORTHWEST
 $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 71 WEST
OF THE 6TH P.M. TO ITS INTERSECTION WITH THE SOUTH LINE OF LOT 5,
BLOCK D CRAGMONT, EXTENDED WESTERLY; THENCE EASTERLY, ALONG
THE SOUTH LINE OF SAID LOT 5, BLOCK D, CRAGMONT EXTENDED
WESTERLY, TO THE SOUTHWEST CORNER OF SAID LOT 5, BLOCK D,
CRAGMONT; THENCE NORTHERLY, ALONG THE WEST LINE OF LOTS 1
THROUGH 5, INCLUSIVE; BLOCK D, CRAGMONT, TO THE NORTHWEST
CORNER OF LOT 1, BLOCK D, CRAGMONT; THENCE EASTERLY, ALONG THE
NORTH LINE OF SAID LOT 1, BLOCK D, CRAGMONT, TO THE NORTHEAST
CORNER OF SAID LOT 1, BLOCK D, CRAGMONT; THENCE SOUTHERLY, ALONG
THE EAST LINE OF LOTS 1 THROUGH 9, INCLUSIVE, BLOCK D, CRAGMONT, TO
THE SOUTHEAST CORNER OF LOT 9, BLOCK D, CRAGMONT; THENCE
EASTERLY, TO THE SOUTHWEST CORNER OF LOT 23, BLOCK D, CRAGMONT;
THENCE NORTHERLY, ALONG THE WEST LINE OF LOTS 15 THROUGH 23,
INCLUSIVE, BLOCK D, CRAGMONT, TO THE NORTHWEST CORNER OF LOT 15,
BLOCK D, CRAGMONT; THENCE EASTERLY, ALONG THE NORTH LINE OF SAID
LOT 15, BLOCK D, CRAGMONT, TO THE NORTHEAST CORNER OF SAID LOT 15,
BLOCK D, CRAGMONT; THENCE SOUTHERLY, ALONG THE EAST LINE OF
LOTS 15 THROUGH 28, BLOCK D, CRAGMONT, AND THE EAST LINE OF SAID
LOTS 15 THROUGH 28, BLOCK D, CRAGMONT, EXTENDED SOUTHERLY TO ITS
INTERSECTION WITH THE SOUTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE
SOUTHEAST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 71 WEST OF THE
6TH P.M.; THENCE EASTERLY, ALONG THE SOUTH LINE OF THE NORTHWEST
 $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 71 WEST
OF THE 6TH P.M. TO ITS INTERSECTION WITH THE WEST LINE OF LOT 56,

BLOCK D, CRAGMONT, EXTENDED SOUTHERLY; THENCE NORTHERLY, ALONG THE WEST LINE OF LOT 56, BLOCK D, CRAGMONT, EXTENDED SOUTHERLY AND THE WEST LINE OF LOT 56, BLOCK D, CRAGMONT, TO THE NORTHWEST CORNER OF LOT 56, BLOCK D, CRAGMONT; THENCE WESTERLY, TO THE NORTHEAST CORNER OF LOT 42, BLOCK D, CRAGMONT; THENCE SOUTHERLY, ALONG THE EAST LINE OF LOT 42, BLOCK D, CRAGMONT, TO THE SOUTHEAST CORNER OF LOT 42, BLOCK D, CRAGMONT; THENCE WESTERLY, ALONG THE SOUTH LINE OF LOT 42, BLOCK D, CRAGMONT, TO THE SOUTHWEST CORNER OF LOT 42, BLOCK D, CRAGMONT; THENCE NORTHERLY, ALONG THE WEST LINE OF LOTS 29 THROUGH 42, INCLUSIVE, BLOCK D, CRAGMONT, TO THE NORTHWEST CORNER OF LOT 29, BLOCK D, CRAGMONT; THENCE EASTERLY, ALONG THE NORTH LINE OF LOT 29, BLOCK D, CRAGMONT, TO THE NORTHEAST CORNER OF LOT 29, BLOCK D, CRAGMONT; THENCE SOUTHERLY, ALONG THE EAST LINE OF LOTS 29 THROUGH 39, INCLUSIVE, BLOCK D, CRAGMONT, TO THE SOUTHEAST CORNER OF LOT 39, BLOCK D, CRAGMONT; THENCE EASTERLY, TO THE SOUTHWEST CORNER OF LOT 53, BLOCK D, CRAGMONT; THENCE NORTHERLY, ALONG THE WEST LINE OF LOTS 43 THROUGH 53, INCLUSIVE, BLOCK D, CRAGMONT, TO THE NORTHWEST CORNER OF LOT 43, BLOCK D, CRAGMONT; THENCE EASTERLY, ALONG THE NORTH LINE OF LOT 43, BLOCK D, CRAGMONT, TO THE NORTHEAST CORNER OF LOT 43, BLOCK D, CRAGMONT; THENCE NORTHERLY, ALONG THE EAST LINE OF LOT 43, BLOCK D, CRAGMONT, EXTENDED NORTHERLY TO ITS INTERSECTION WITH THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 71 WEST OF THE 6TH P.M.; THENCE WESTERLY, ALONG THE NORTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 71 WEST OF THE 6TH P.M., TO THE NORTHWEST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 71 WEST OF THE 6TH P.M., THE POINT OF BEGINNING,

COUNTY OF JEFFERSON,
STATE OF COLORADO;

AND TOGETHER WITH THAT PORTION OF CRAGMONT, A SUBDIVISION RECORDED JUNE 6, 1919, IN PLAT BOOK 3 AT PAGE 28, JEFFERSON COUNTY RECORDS, IDENTIFIED AS PARCELS 43 THROUGH 53, INCLUSIVE, BLOCK D, IN AMENDED ORDER ISSUED IN CIVIL ACTION NO. 93CV0078, OF THE DISTRICT COURT IN AND FOR THE COUNTY OF JEFFERSON, DATED JUNE 15, 1994, AND RECORDED JUNE 23, 1994, AT RECEPTION NO. 94110292. MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 43, BLOCK D, CRAGMONT; THENCE SOUTHERLY, ALONG THE EAST LINE OF LOTS 43 THROUGH 53, INCLUSIVE; BLOCK D, CRAGMONT, TO THE SOUTHEAST CORNER OF LOT 53, BLOCK D, CRAGMONT; THENCE EASTERLY, TO THE SOUTHWEST CORNER OF LOT 67, BLOCK D, CRAGMONT; THENCE NORTHERLY, ALONG THE WEST LINE OF LOTS 57 THROUGH 67, INCLUSIVE, BLOCK D, CRAGMONT, TO THE NORTHWEST CORNER OF LOT 57, BLOCK D, CRAGMONT; THENCE WESTERLY, TO THE NORTHEAST CORNER OF LOT 43, BLOCK D, CRAGMONT, THE POINT

OF BEGINNING,

COUNTY OF JEFFERSON,
STATE OF COLORADO.

PARCEL B:

LOTS 1 TO 8, INCLUSIVE;
LOTS 17 TO 32, INCLUSIVE;
LOTS 38 TO 60, INCLUSIVE;
THE SOUTH HALF OF LOTS 33 AND 34;
AND THAT PORTION OF LOT 37 SOUTH OF A LINE DIRECTLY EAST OF THE
JUNCTION OF CUB CREEK AND BLUE CREEKS,
ALL IN BLOCK H,
SPRUCEDALE PARK,
COUNTY OF JEFFERSON,
STATE OF COLORADO.

PARCEL C:

THE WEST HALF OF LOT 12,
BLOCK A,
CRAGMONT,
COUNTY OF JEFFERSON,
STATE OF COLORADO.

PARCEL D:

LOT 14,
BLOCK A,
CRAGMONT,
COUNTY OF JEFFERSON,
STATE OF COLORADO.

PARCEL E (Sometimes referred to as Parcel O):

LOT 1,
BLOCK C,
CRAGMONT,
TOGETHER WITH THAT PORTION OF CRAGMONT, A SUBDIVISION RECORDED
JUNE 6, 1919 IN PLAT BOOK 3 AT PAGE 28, JEFFERSON COUNTY RECORDS,
IDENTIFIED AS PARCELS 1, 79 AND 85 OF BLOCK C IN AMENDED ORDER
ISSUED IN CIVIL ACTION NO. 93CV0078 OF THE DISTRICT COURT IN AND FOR
THE COUNTY OF JEFFERSON, DATED JUNE 15, 1994, AND RECORDED JUNE 23,
1994 AT RECEPTION NO. 94110292, MORE PARTICULARLY DESCRIBED AS
FOLLOWS:
BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK C, CRAGMONT;
THENCE, NORTHERLY, ALONG THE WEST LINE OF LOT 1, BLOCK C,
CRAGMONT, EXTENDED NORTHERLY TO ITS INTERSECTION WITH THE
BOUNDARY LINE BETWEEN BLOCK A AND BLOCK C, CRAGMONT, ALSO

BEING THE NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 71 WEST OF THE 6TH P.M.; THENCE, EASTERLY, ALONG THE SAID NORTH LINE OF THE SOUTHWEST 1/4 OF THE NORTHEAST 1/4 OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 71 WEST OF THE 6TH P.M. TO ITS INTERSECTION WITH THE WESTERLY LINE OF LOT 15, BLOCK C, CRAGMONT, EXTENDED NORTHERLY; THENCE, SOUTHERLY, ALONG THE WEST LINE OF LOT 15, BLOCK C, CRAGMONT EXTENDED NORTHERLY, TO THE NORTHWEST CORNER OF LOT 15, BLOCK C, CRAGMONT; THENCE SOUTHERLY, ALONG THE WEST LINE OF LOT 15, BLOCK C, CRAGMONT, TO THE SOUTHWEST CORNER OF LOT 15, BLOCK C, CRAGMONT; THENCE WESTERLY, ALONG THE SOUTH LINE OF LOT 15, BLOCK C, CRAGMONT, EXTENDED WESTERLY, TO THE SOUTHEAST CORNER OF LOT 1, BLOCK C, CRAGMONT; THENCE NORTHERLY, ALONG THE EAST LINE OF LOT 1, BLOCK C, CRAGMONT, TO THE NORTHEAST CORNER OF LOT 1, BLOCK C, CRAGMONT; THENCE WESTERLY, ALONG THE NORTH LINE OF LOT 1, BLOCK C, CRAGMONT, TO THE NORTHWEST CORNER OF LOT 1, BLOCK C, CRAGMONT, THE POINT OF BEGINNING,

COUNTY OF JEFFERSON,
STATE OF COLORADO.

PARCEL F (Sometimes referred to as Parcel P-1):

THE SOUTH 1/2 OF THE EAST 1/2 OF LOT 2,
BLOCK C,
CRAGMONT,
COUNTY OF JEFFERSON,
STATE OF COLORADO.

PARCEL G (Sometimes referred to as Parcel P-2):

THE NORTH 1/2 OF THE WEST 1/2 OF LOT 2,
BLOCK C,
CRAGMONT,
COUNTY OF JEFFERSON,
STATE OF COLORADO.

PARCEL H (Sometimes referred to as Parcel P-3):

THE SOUTH 1/2 OF THE WEST 1/2 OF LOT 2,
BLOCK C,
CRAGMONG,
COUNTY OF JEFFERSON,
STATE OF COLORADO.

PARCEL U (Sometimes referred to as Parcel Q):

LOT 3,
BLOCK C,
CRAGMONT,

TOGETHER WITH THAT PORTION OF CRAGMONT, A SUBDIVISION RECORDED JUNE 6, 1919 IN PLAT BOOK 3 AT PAGE 28, JEFFERSON COUNTY RECORDS, IDENTIFIED AS PARCEL 3 OF BLOCK C IN AMENDED ORDER ISSUED IN CIVIL ACTION NO. 93CV0078 OF THE DISTRICT COURT IN AND FOR THE COUNTY OF JEFFERSON, DATED JUNE 15, 1994, AND RECORDED JUNE 23, 1994 AT RECEPTION NO. 94110292, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF LOT 3, BLOCK C, CRAGMONT; THENCE, SOUTH, ALONG THE EAST LINE OF LOT 3, BLOCK C, CRAGMONT, TO THE SOUTHEAST CORNER OF LOT 3, BLOCK C, CRAGMONT; THENCE, EASTERLY, ALONG THE SOUTH LINE OF LOT 3, BLOCK C, CRAGMONT, EXTENDED EASTERLY, TO THE SOUTHWEST CORNER OF LOT 17, BLOCK C, CRAGMONT; THENCE, NORTHERLY, ALONG THE WEST LINE OF LOT 17, BLOCK C, CRAGMONT, TO THE NORTHWEST CORNER OF LOT 17, BLOCK C, CRAGMONT; THENCE, WESTERLY, ALONG THE NORTH LINE OF LOT 17, BLOCK C, CRAGMONT, EXTENDED WESTERLY, TO THE NORTHEAST CORNER OF LOT 3, BLOCK C, CRAGMONT, THE POINT OF BEGINNING,

COUNTY OF JEFFERSON,
STATE OF COLORADO.

PARCEL J (Sometimes referred to as Parcel S):

THAT PORTION OF CRAGMONT, A SUBDIVISION RECORDED JUNE 6, 1919 IN PLAT BOOK 3 AT PAGE 28, JEFFERSON COUNTY RECORDS, LYING BETWEEN LOT 2 AND LOT 16, BLOCK C, CRAGMONT, IDENTIFIED AS PARCEL 2 OF BLOCK C IN AMENDED ORDER ISSUED IN CIVIL ACTION NO. 93CV0078 OF THE DISTRICT COURT IN AND FOR THE COUNTY OF JEFFERSON, DATED JUNE 15, 1994, AND RECORDED JUNE 23, 1994 AT RECEPTION NO. 94110292, MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 2, BLOCK C, CRAGMONT; THENCE, SOUTHERLY ALONG THE EAST LINE OF LOT 2, BLOCK C, CRAGMONT, TO THE SOUTHEAST CORNER OF LOT 2, BLOCK C, CRAGMONT; THENCE, EASTERLY, ALONG THE SOUTH LINE OF SAID LOT 2, BLOCK C, CRAGMONT, EXTENDED EASTERLY TO THE SOUTHWEST CORNER OF LOT 16, BLOCK C, CRAGMONT; THENCE, NORTHERLY, ALONG THE WEST LINE OF LOT 16, BLOCK C, TO THE NORTHWEST CORNER OF LOT 16, BLOCK C, CRAGMONT; THENCE, WESTERLY, ALONG THE NORTH LINE OF LOT 16, BLOCK C, CRAGMONT, EXTENDED WESTERLY, TO THE NORTHEAST CORNER OF LOT 2, BLOCK C, CRAGMONT, THE POINT OF BEGINNING,

COUNTY OF JEFFERSON,
STATE OF COLORADO.

PARCEL K (Sometimes referred as Parcel D):

THAT PORTION OF LOTS 54, 55, 56, 64, 65, 66, 67, 68, 69, 70, 78, 79, 80, 81, 82, 83 AND 84,
BLOCK D,
CRAGMONT,

AND THAT PORTION OF CRAGMONT, A SUBDIVISION RECORDED JUNE 6, 1919, IN PLAT BOOK 3 AT PAGE 28, JEFFERSON COUNTY RECORDS, IDENTIFIED AS PARCELS 40, 41, 54, 55, 56, 64, 65, 66, 67, 68, 69, 70 78, 79, 80, 81, 82, 83, 84, 99, 100, 101, 104, 105 AND 106, OF BLOCK D, IN AMENDED ORDER ISSUED IN CIVIL ACTION NO. 93CV0078 OF THE DISTRICT COURT IN AND FOR THE COUNTY OF JEFFERSON, DATED JUNE 15, 1994, AND RECORDED JUNE 23, 1994, AT RECEPTION NO. 94110292, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 64, BLOCK D, CRAGMONT; THENCE SOUTHERLY, ALONG THE WEST LINE OF LOTS 64, 65, 66 AND 67, BLOCK D, CRAGMONT, TO THE SOUTHWEST CORNER OF LOT 67, BLOCK D, CRAGMONT; THENCE WESTERLY, ALONG THE SOUTH LINE OF LOT 67, BLOCK D, CRAGMONT, EXTENDED WESTERLY TO THE NORTHEAST CORNER OF LOT 54, BLOCK D, CRAGMONT; THENCE WESTERLY, ALONG THE NORTH LINE OF LOT 54, BLOCK D, CRAGMONT, TO THE NORTHWEST CORNER OF LOT 54, BLOCK D, CRAGMONT; THENCE WESTERLY, ALONG THE NORTH LINE OF LOT 54, EXTENDED WESTERLY, TO THE NORTHEAST CORNER OF LOT 40, BLOCK D, CRAGMONT; THENCE SOUTHERLY, ALONG THE EAST LINE OF LOTS 40 AND 41, BLOCK D, CRAGMONT, TO THE SOUTHEAST CORNER OF LOT 41, BLOCK D, CRAGMONT; THENCE EASTERLY, ALONG THE NORTH LINE OF LOT 56, BLOCK D, CRAGMONT, EXTENDED WESTERLY, TO THE NORTHWEST CORNER OF LOT 56, BLOCK D, CRAGMONT; THENCE SOUTHERLY, ALONG THE WEST LINE OF LOT 56, BLOCK D, CRAGMONT, AND THE SOUTHERLY EXTENSION OF SAID WEST LINE TO ITS INTERSECTION WITH THE SOUTHERLY BOUNDARY LINE OF CRAGMONT, ALSO BEING THE SOUTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 71 WEST OF THE 6TH P.M.; THENCE EASTERLY, ALONG THE SOUTH LINE OF CRAGMONT, ALSO BEING THE SOUTH LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 71 WEST OF THE 6TH P.M. TO THE SOUTHEAST CORNER OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 28; TOWNSHIP 5 SOUTH, RANGE 71 WEST OF THE 6TH P.M., ALSO BEING THE MOST SOUTHERLY SOUTHEAST CORNER OF CRAGMONT; THENCE NORTHERLY, ALONG THE EAST LINE OF THE NORTHWEST $\frac{1}{4}$ OF THE SOUTHEAST $\frac{1}{4}$ OF SECTION 28, TOWNSHIP 5 SOUTH, RANGE 71 WEST OF THE 6TH P.M., ALSO BEING THE MOST WESTERLY EAST LINE OF CRAGMONT, TO ITS INTERSECTION WITH THE NORTH LINE OF LOT 78, BLOCK D CRAGMONT EXTENDED EASTERLY; THENCE WESTERLY, ALONG THE NORTH LINE OF LOT 78, BLOCK D, CRAGMONT EXTENDED EASTERLY TO THE NORTHEAST CORNER OF LOT 78, BLOCK D, CRAGMONT; THENCE WESTERLY, ALONG THE NORTH LINE OF LOT 78, BLOCK D, CRAGMONT, TO THE NORTHWEST CORNER OF LOT 78, BLOCK D, CRAGMONT; THENCE WESTERLY, ALONG THE NORTH LINE OF LOT 78, BLOCK D, CRAGMONT, EXTENDED WESTERLY, TO THE NORTHEAST CORNER OF LOT 64, BLOCK D, CRAGMONT; THENCE WESTERLY, ALONG THE NORTH LINE OF LOT 64, BLOCK D, CRAGMONT, TO THE NORTHWEST CORNER OF LOT 64, BLOCK D, CRAGMONT, THE POINT OF BEGINNING,

COUNTY OF JEFFERSON,
STATE OF COLORADO.

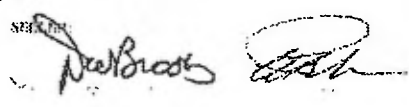
EXHIBIT "A"

ADDENDUM TO EARNEST MONEY CONTRACT

THIS ADDENDUM TO EARNEST MONEY CONTRACT is incorporated into and shall amend and supplement the Earnest Money Contract (the "Contract") of even date herewith, between Independence Bank and CPRI, II LLC ("Seller") and Buyer ("Buyer") concerning the property known as 11000 W. 11th Street, Suite 100, Overland Park, KS 66211. Seller and Buyer agree that the following provisions are made a part of the Contract and that if anything contained in this Addendum conflicts with or contradicts any of the terms of the Contract, this Addendum shall control.

- 1. All capitalized terms that are defined in the contract shall have the same meanings in this Addendum that are given to them in the Contract.
- 2. Title to the Property shall be conveyed by Special Warranty Deed.
- 3. This Contract is subject to the agreement of the following:
 - 4. Buyer's Representations. Buyer agrees with and understands, warrants, guarantees and REPRESENTS to Seller as follows:
 - (a) Seller acquired the Property through acquisition of another corporation. Therefore, Seller has no knowledge of the Property prior to the date of acquisition and cannot make any representations, warranties or guarantees about the Property prior to its ownership.
 - (b) Buyer has inspected, examined and investigated the Property prior to signing this Contract. If Buyer places in consummate the purchase of the Property after making such inspections, examinations and investigations, Buyer agrees it is relying SOLELY on its own inspections, examinations and investigations in making the decision to purchase the Property.
 - (c) TO THE MAXIMUM EXTENT PERMITTED BY LAW, PURCHASER IS PURCHASING THE PROPERTY IN "AS IS" CONDITION "WITH ALL FAULTS" AND SILENTLY AND EXPRESSLY WITHOUT ANY WARRANTIES, REPRESENTATIONS OR GUARANTEES, OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED, CONCERNING THE PROPERTY OR THIS AGREEMENT FROM OR ON BEHALF OF THE SELLER.
 - (d) TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER HAS NOT, DOES NOT AND WILL NOT MAKE ANY REPRESENTATIONS, WARRANTIES OR GUARANTEES, OF ANY KIND, ORAL OR WRITTEN, EXPRESS OR IMPLIED CONCERNING THE PROPERTY, INCLUDING, WITHOUT LIMITATION (i) THE VALUE, CONDITION, MERCHANTABILITY, HABITABILITY, MARKETABILITY, PROFITABILITY, SUSTAINABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE OF THE PROPERTY, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS INCORPORATED INTO THE PROPERTY AND (iii) THE MANNER OF REPAIR, QUALITY, STATE OF REPAIR, OR LACK OF REPAIR, OF THE PROPERTY.
 - (e) Buyer will accept all instruments delivered by Seller subject to the provisions of this Addendum and execute all documents reasonably requested by Seller at Closing or in advance of Buyer's agreement to the provisions of this Addendum.
- 6. The provisions in this Addendum shall survive the closing.

SIGNED FOR BUYER/BUYER'S AGENT this ___ day of _____

SELLER: 

BUYER: Thomas V. Corby 05/25/2018



Keller Williams Foothills Realty, LLC
10875 US Highway 285, D202 Conifer, CO 80433
Kevin D. Wilson
Ph: 303-884-2665 Fax: 720-889-9294

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (AE41-6-15) (Mandatory 1-16)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

AGREEMENT TO AMEND/EXTEND CONTRACT

Date: 3/5/2018

1. This agreement amends the contract dated 2/27/2018 (Contract), between **Colorado Mountain Properties, Inc** (Seller), and **Cragmont Land Development LLC** (Buyer), relating to the sale and purchase of the following legally described real estate in the County of **Jefferson**, Colorado:
**Block C,
Lots 4 to 13, and E1/2 of Lot 14, and Lots 15 to 25, and Lot 29, and Lots 32 to 43, and Lot 46, and Lots 48 to 56, and Lot 59, and Lots 63 to 70, and Lots 77 and 81,**

And the 20 foot strips adjoining East lines of Lots 4 to 11, 15 to 28, 29, 32 to 42, 45, 48 to 56, 63, 67 to 70, and 77 and 81. Also the 20 foot strip adjoining the North line of Lots 15, 29, and 43 and the 20 foot strips lying between said Lots and lying East of Lot 43, Cragmont

known as No. **TBD Lynx Lair, Evergreen, CO 80439** (Property).

NOTE: If the table is omitted, or if any item is left blank or is marked in the "No Change" column, it means no change to the corresponding provision of the Contract. If any item is marked in the "Deleted" column, it means that the corresponding provision of the Contract to which reference is made is deleted.

2. § 3. DATES AND DEADLINES. [Omitted as inapplicable]

3. Other dates or deadlines set forth in the Contract are changed as follows:
n/a

4. Additional amendments:
1. Buyer accepts responsibility for the payment of 2017 and 2018 Property Taxes with no proration to the Seller at Closing.

All other terms and conditions of the Contract remain the same.

This proposal expires unless accepted in writing by Seller and Buyer as evidenced by their signatures below and the offering party to this document receives notice of such acceptance on or before 03/06/2018 5 pm.

Date Time

Date: 3/6/18

Seller: **Colorado Mountain Properties, Inc**
By: Ronald P Lewis, President

27 Seller: _____ Date: _____

28
29
30

Thomas V Carby, Managing Member

31 _____ Date: **3/6/2018**

Buyer: **Cragmont Land Development LLC**
By: **Thomas V Carby, Managing Member**

32
33 Buyer: _____ Date: _____

34
35

AE41-6-15. AGREEMENT TO AMEND/EXTEND CONTRACT
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CHICAGO TITLE OF COLORADO
 32065 Castle Ct., Suite 200, Evergreen, CO 80439
 Phone: (303) 670-8523 Fax: (303) 633-7781
Buyers/Borrowers Settlement Statement
FINAL

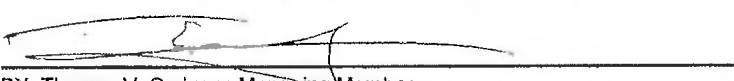
Escrow No: C2035439 - 072 JT2 **Close Date:** 03/06/2018 **Proration Date:** 03/06/2018 **Disbursement Date:** 03/06/2018

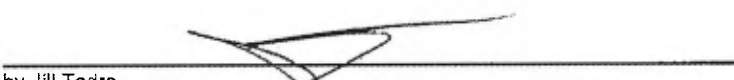
Buyer(s)/Borrower(s): Cragmont Land Development, LLC, a Colorado limited liability company
Seller(s): Colorado Mountain Properties, Inc., a Colorado corporation

Property: TBD Lynx Lair
 Evergreen, CO
Brief Legal: Blk C, Lots 4 to 13, & E1/2 of Lot 14, & Lots 15 to 25, & Lot 29, & Lots 32 to 43, & Lot 46, & Lots 48 to 56, & Lot 59, & Lots 63 to 70, ,

Description	Debit	Credit
TOTAL CONSIDERATION:		
Total Consideration	56,215.00	
Deposit/Earnest Money		5,000.00
REAL ESTATE CLOSING CHARGES		
Escrow Fee to Chicago Title of Colorado	170.00	
RECORDING FEES:		
Recording Fees to County Clerk and Recorder	13.00	
State Tax Stamps to County Clerk and Recorder	5.62	
Statement of Authority to Chicago Title of Colorado	13.00	
ADDITIONAL CHARGES:		
Past Due Taxes to Jefferson County Treasurer (POCM 48,793.80)		
PRORATIONS AND ADJUSTMENTS:		
Funds Wired in		2,421.20
Prior Taxes Dues		48,793.80
TITLE CHARGES:		
Tax Cert to Chicago Title of Colorado	20.00	
Sub Totals	56,436.62	56,215.00
Balance Due From Buyer /Borrower		221.62
Totals	56,436.62	56,436.62

--Sales or use taxes on personal property not included. Chicago Title Of Colorado assumes no responsibility for the adjustment of special taxes or assessments unless they are shown on the Treasurer's Certificate of Taxes Due. The condition of title to the property is to be determined by reference to the title evidence provided by seller or by personal investigation. The above statement of settlement is approved as of the settlement date shown above and Escrow Holder is hereby authorized to disburse as Trustee Funds as indicated--

Buyer(s)/Borrower(s):
 Cragmont Land Development, LLC, a Colorado limited liability company

 BY: Thomas V. Carby as Managing Member

Settlement Agent:
 CHICAGO TITLE OF COLORADO

 by Jill Tadra

We/I have carefully reviewed the Settlement Statement and find it to be a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction and further certify that I have received a copy of the Settlement Statement. We/I authorize CHICAGO TITLE OF COLORADO to cause the funds to be disbursed in accordance with this statement.

After Recording Return to:
Colorado Mountain Properties, Inc., a Colorado corporation
Ron Lewis

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of Colorado Mountain Properties, Inc., a Colorado Corporation an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is: Colorado Mountain Properties, Inc.

The Entity is a: Corporation
(state type of entity and state, country or other government authority under whose laws such entity was formed)

The mailing address for the Entity is: _____

The name or position of the person(s) authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the Entity is:
Ronald P. Lewis as President

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: NA
(if no limitations insert "NONE")

The instrument and recording information, including the County, of the document by which title was acquired is:

Other matters concerning the manner in which the Entity deals with any interest in real property are:
NA
(if no matters, leave this section blank)

EXECUTED this March 6, 2018

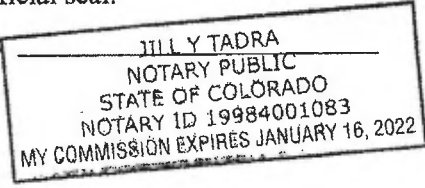
SELLER:
Colorado Mountain Properties, Inc., a Colorado Corporation
Ronald P. Lewis as President

STATE OF COLORADO }
COUNTY OF JEFFERSON } SS:

The foregoing instrument was acknowledged before me this March 6, 2018,
by Ronald P. Lewis as President on behalf of Colorado Mountain Properties, Inc., a Colorado Corporation

Witness my hand and official seal.

My commission expires:



[Signature]

After Recording Return to:
Cragmont Land Development, LLC, a Colorado limited liability company
Thomas V Carby
28055 Highway 74 Unit 201
Evergreen, CO 80439

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of Cragmont Land Development, LLC, a limited liability company an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is: Cragmont Land Development, LLC

The Entity is a: Colorado limited liability company
(state type of entity and state, country or other government authority under whose laws such entity was formed)

The mailing address for the Entity is: 28055 Highway 74, Unit 201, Evergreen, CO 80439

The name or position of the person(s) authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the Entity is:

Thomas V. Carby as Managing Member

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: NA

(if no limitations insert "NONE")

The instrument and recording information, including the County, of the document by which title was acquired is:

Other matters concerning the manner in which the Entity deals with any interest in real property are:

NA

(if no matters, leave this section blank)

EXECUTED this March 6, 2018

BUYER:

Cragmont Land Development, LLC, a Colorado limited liability company



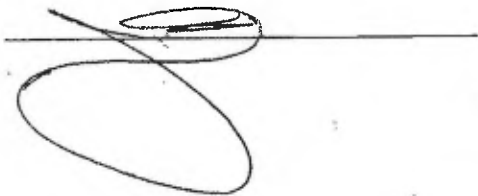
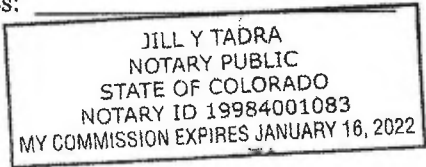
BY: Thomas V. Carby as Managing Member

STATE OF COLORADO }
COUNTY OF JEFFERSON } SS:

The foregoing instrument was acknowledged before me this March 6, 2018,
by Thomas V. Carby as Managing Member on behalf of **Cragmont Land Development, LLC, a Colorado limited liability company**

Witness my hand and official seal.

My commission expires:



The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission (CL8-9-12) (Mandatory 1-13)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

CLOSING INSTRUCTIONS

Date: March 6, 2018

Escrow No.: C2035439-072-JT2

1. PARTIES, PROPERTY. Colorado Mountain Properties, Inc., a Colorado corporation Seller, and Cragmont Land Development, LLC, a Colorado limited liability company

Buyer, engage Chicago Title of Colorado, Closing Company, who agrees to provide closing and settlement services in connection with the Closing of the transaction for the sale and purchase of the Property known as No. TBD Lynx Lair, Evergreen, CO, and more fully described in the Contract to Buy and Sell Real Estate, dated February 27, 2018, including any counterproposals and amendments (Contract). All terms of the Contract are incorporated herein by reference. In the event any conflict between this Agreement and the Contract, this Agreement shall control, subject to subsequent amendments to the Contract or this Agreement.

2. TITLE COMMITMENT, EXCEPTIONS AND POLICY. Closing Company [X] Agrees [] Does Not agree that: upon completion of a satisfactory title search and examination, it will furnish a Title Insurance Commitment; and it will issue a Title Insurance Policy provided that all requirements have been fulfilled. Closing Company [X] Agrees [] Does Not agree to furnish copies of Exceptions.

3. INFORMATION, PREPARATION, CLOSING, RECORDING. Closing Company is authorized to obtain any information necessary for the Closing. Closing Company agrees to prepare (excluding legal documents), deliver, and record all documents required or customarily recorded, and disburse all funds pursuant to the Contract that are necessary to carry out the terms and conditions of the Contract.

4. CLOSING FEE. Closing Company will receive a fee of \$340.00 for providing closing and settlement services (Closing Fee).

5. RELEASE, DISBURSEMENT. Closing Company is not authorized to release any signed documents or things of value prior to receipt and disbursement of Good Funds, except as provided in §§ 9, 10 and 11.

6. DISBURSER. Closing Company shall disburse all funds, including real estate commissions, except those funds as may be separately disclosed in writing to Buyer and Seller by Closing Company or Buyer's lender on or before Closing. All parties agree that no one other than the disbursing can assure that payoff of loans and other disbursements will actually be made.

7. SELLER'S NET PROCEEDS. Seller will receive the net proceeds of Closing as indicated:

[] Cashier's Check, at Seller's expense [] Funds Electronically Transferred (wire transfer) to an account specified by Seller, at Seller's expense [X] Closing Company's trust account check.

8. CLOSING STATEMENT. Closing Company will prepare and deliver an accurate, complete and detailed closing statement to Buyer and Seller at time of Closing.

9. FAILURE OF CLOSING. If Closing or disbursement does not occur on or before the Closing Date set forth in the Contract, Closing Company, except as provided herein, is authorized and agrees to return all documents, monies, and things of value to the depositing party, upon which Closing Company will be relieved from any further duty, responsibility or liability in connection with these Closing Instructions. In addition, any promissory note, deed of trust, or other evidence of indebtedness signed by Buyer, will be voided by Closing Company, with the originals returned to Buyer and a copy to Buyer's lender.

10. RETURN OF EARNEST MONEY. Except as otherwise provided in § 11, Earnest Money Dispute, if the Earnest Money has not already been returned following receipt of a Notice to Terminate or other written notice of termination, Earnest Money Holder shall release the Earnest Money as directed by the written mutual instructions. Such release of Earnest Money shall be made within five days of Earnest Money Holder's receipt of the written mutual instructions signed by both Buyer and Seller, provided the Earnest Money check has cleared.

11. EARNEST MONEY DISPUTE. In the event of any controversy regarding the Earnest Money (notwithstanding any termination of the Contract), Earnest Money Holder shall not be required to take any action. Earnest Money Holder, at its option and sole subjective discretion, has several options: (1) await any proceeding, (2) interplead all parties and deposit Earnest Money into a court of competent jurisdiction and shall recover court costs and reasonable attorney and legal fees, or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder shall be authorized to return the Earnest Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit, and has not interpleaded the monies at the time of any Order, Earnest money Holder shall disburse the Earnest Money pursuant to the Order of the Court.

12. SUBSEQUENT AMENDMENTS. Any amendments to, or termination of, these Closing Instructions must be in writing and signed by Buyer, Seller and Closing Company.

13. CHANGE IN OWNERSHIP OF WATER WELL: Within sixty days after Closing, Closing Company shall submit any required Change in Ownership form or registration of existing well form to the Division of Water Resources in the Department of Natural Resources (Division), with as much information as is available, and the Division shall be responsible for obtaining the necessary well registration information directly from Buyer. Closing Company shall not be liable for delaying Closing to ensure Buyer completes any required form.

14. WITHHOLDING. The Internal Revenue Service and the Colorado Department of Revenue may require Closing Company to withhold a substantial portion of the proceeds of this sale when Seller is either of the following: (a) is a foreign person or (b) will not be a Colorado resident after Closing. Seller should inquire of Seller's tax advisor to determine if withholding applies or if an exemption exists.

15. ADDITIONAL PROVISIONS. (The following additional provisions have not been approved by the Colorado Real Estate Commission.)

16. COUNTERPARTS. This document may be executed by each party, separately, and when each party has executed a copy, such copies taken together shall be deemed to be a full and complete contract between the parties.

17. BROKER'S COPIES. Closing Company shall provide, to each broker in this transaction, copies of all signed documents that such brokers are required to maintain pursuant to the rules of the Colorado Real Estate Commission.

18. NOTICE, DELIVERY AND CHOICE OF LAW.

18.1. Physical Delivery. Except as provided in § 18.2, all notices must be in writing. Any notice or document to Buyer is effective when physically received by Buyer, any individual buyer, any representative of Buyer, or Brokerage Firm of Broker working with Buyer. Any notice or document to Seller shall be effective when physically received by Seller, any individual seller, any representative of Seller, or Brokerage Firm of Broker working with Seller. Any notice or document to Closing Company shall be effective when physically received by Closing Company, any individual of Closing Company, or any representative of Closing Company.

18.2. Electronic Delivery. As an alternative to physical delivery, any signed documents and written notice may be delivered in electronic form by the following indicated methods only: [X] Facsimile [X] E-mail [] Internet [] No Electronic Delivery. Documents with original signatures shall be provided upon request of any party.

18.3. Choice of Law. This contract and all disputes arising hereunder shall be governed by and construed in accordance with the laws of the State of Colorado that would be applicable to Colorado Residents who sign a contract in this state for a property located in Colorado.

SELLER:

BUYER:

Colorado Mountain Properties, Inc., a Colorado corporation

Cragmont Land Development, LLC, a Colorado limited liability company

BY: Ronald P. Lewis as President

Date

BY: Thomas V Carby as Managing Member

3/6/18
Date

Closing Company: Chicago Title of Colorado

	Escrow Officer	March 6, 2018
Authorized Signature	Title	Date

Address: 32065 Castle Ct., Suite 200

Evergreen, CO 80439

Phone No.: (303) 670-8523

Fax No.: (303) 633-7781

Electronic Address: tadraj@CTT.com

(TO BE COMPLETED ONLY BY BROKER AND CLOSING COMPANY)

Keller Williams Foothills Realty, LLC (Broker)

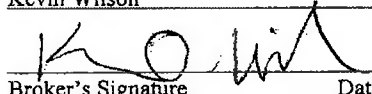
Working with Seller Working with Buyer engages Closing Company as Broker's scrivener to complete, for a fee not to exceed \$5.00 at the sole expense of Broker, the following legal documents:

Deed Bill of Sale Colorado Real Estate Commission approved Promissory Note Colorado Real Estate Commission approved Deed of Trust. Closing Company agrees to prepare, on behalf of Broker, the indicated legal documents pursuant to the terms and conditions of the Contract.

The documents stated above shall be subject to Broker's review and approval and Broker acknowledges that Broker is responsible for the accuracy of the above documents.

Brokerage Firm's Name: Keller Williams Foothills Realty, LLC

Broker's Name: Kevin Wilson


Broker's Signature Date March 6, 2018

Date: March 6, 2018

Closing Company's Name: Chicago Title of Colorado

	Escrow Officer	March 6, 2018
Authorized Signature	Title	Date

TAX, WATER, SEWER, CITY SERVICES AND HOMEOWNER'S ASSOCIATION AGREEMENT

PROPERTY: TBD Lynx Lair, Evergreen, CO

THE UNDERSIGNED, have read and understand the following, and by their signatures below, agree to the following:

I. TAXES, TAX PRO-RATIONS

Purchaser has received, as of this date March 6, 2018, a credit from seller for taxes for the current year. This pro-ratio was calculated based on:

- Taxes for the calendar year immediately preceding closing in the amount of \$
An Estimate of taxes for the current year in the amount of \$11,302.10, calculated by multiplying the most recent total assessed value of 130,228, by the most recent mill levy of 86.7870. Most Recent Mill Levy and Most Recent Assessed Valuation, adjusted by any applicable qualifying seniors property tax exemption, qualifying disable veteran exemption. There will not be a proration for 2018 between buyer and seller, The Buyer will take on the responsibility of paying 2017 taxes
Other: Estimated Taxes for the current year based on

THIS ADJUSTMENT BETWEEN SELLER AND PURCHASER SHALL BE CONSIDERED A FINAL SETTLEMENT, AND PURCHASER IS OBLIGATED TO PAY ALL TAXES FOR THE CURRENT YEAR.

Seller warrants that the above property IS NOT subject to a pending tax protest or appeal. Seller further warrants that special assessments, if any, affecting subject property are paid in full, except as reflected on the statement of settlement.

II. WATER AND SEWER - Water Department - Sewer Department-FINAL READ DATE

- Not Applicable
Flat Rate items have been pro-rated between buyer and seller. Flat Rate Covers the billing period of date range Includes: Water Sewer Storm Drainage
Closing Agent has withheld \$ from Seller's proceeds to pay the final billing for any Water and Sewer Charges \$ from Seller's proceeds to pay the final billing for any Water charges \$ to pay for any Sewer charges. Any balance shall be refunded to the Seller.
Closing Agent is NOT holding the water/sewer escrow we will forward \$ to the above water/sewer department. ANY UNUSED PORTION OF ESCROWED AMOUNT SHALL BE REFUNDED directly from this water/sewer department.
Any payment for water and/or sewer charges will be made by Seller or Purchaser as they may agree. THE CLOSING AGENT IS HEREBY RELIEVED OF AND HELD HARMLESS FROM THIS RESPONSIBILITY.

IN THE EVENT THAT FINAL BILL EXCEEDS THE ESCROWED AMOUNT, ANY ADDITIONAL CHARGES ARE THE RESPONSIBILITY OF THE SELLER AND/OR BUYER.

III. HOMEOWNER'S/CONDOMINIUM ASSOCIATION

- Not Applicable
The Secretary or Manager of the applicable homeowner's or condominium association has provided VERBAL OR WRITTEN INFORMATION to the Closing Agent, and has indicated that for the current assessable period, the assessment of \$ () has () has not been paid. Also the assessment () is () is not to be prorated between the Seller and Purchaser. If applicable, any working capital/transfer fees/statement fees have also been collected as per HOA statement and purchase contract.

PURCHASER AND SELLER HAVE REVIEWED THE ABOVE REFERENCED HOME OWNER'S ASSOCIATION INFORMATION AND HEREBY AGREE THAT IT REPRESENTS A COMPLETE AND ACCURATE LIST OF ASSOCIATIONS/SUB-ASSOCIATIONS FOR THE ABOVE REFERENCED PROPERTY. CHICAGO TITLE OF COLORADO IS HEREBY RELEASED OF ANY LIABILITY WITH REGARD TO ANY ASSOCIATIONS/SUB-ASSOCIATIONS NOT LISTED ABOVE. CHICAGO TITLE OF COLORADO IS HEREBY RELEASED OF ANY LIABILITY WITH REGARD TO ANY COVENANT VIOLATIONS DISCLOSED OR NOT DISCLOSED BY THE SELLER OR MANAGEMENT COMPANY.

SELLER'S INITIALS: BUYER'S INITIALS:

IV. WEED ABATEMENT/TRASH/REFUSE REMOVAL:

Not Applicable

Closing Agent has contacted the City of Evergreen and verified that as of date, there were no outstanding balances due for weed abatement/trash/refuse removal. Buyer and Seller hereby represent that, to the actual knowledge and belief of the undersigned, there are no outstanding balances due for weed abatement and/or trash/refuse removal affecting the property prior to the date of closing that would give rise to a lien against the property and/or special property tax assessment against the property after the date of closing. Any outstanding invoices for said weed abatement and/or trash/refuse removal will be the responsibility of the buyer and seller and closing agent is hereby relieved and held harmless from this responsibility.

With regards to the closing of the property located at TBD Lynx Lair, Evergreen, CO, both the buyer(s) and seller(s) fully understand that the telephone company, Excel Energy and the present hazard insurance agency will not be notified by the escrow agent.

SELLER:

Colorado Mountain Properties, Inc., a Colorado corporation

BY: Ronald P. Lewis as President

BUYER:

Cragmont Land Development, LLC, a Colorado limited liability company

BY: Thomas V. Carby as Managing Member



Chicago Title of Colorado

32065 Castle Ct., Suite 200
Evergreen, CO 80439

Phone: (303) 670-8523
Fax: (303) 633-7781

SELLER'S AFFIDAVIT

PROPERTY PURCHASER(S): Cragmont Land Development, LLC, a Colorado limited liability company
CURRENT OWNER(S): Colorado Mountain Properties, Inc., a Colorado corporation
Chicago Title Of Colorado COMMITMENT NO. (The "Commitment"): C2035439
PROPERTY ADDRESS: TBD Lynx Lair, Evergreen, CO

LEGAL DESCRIPTION (The "Property" including any buildings and other improvements there):

Lots 4 to 13, & E 1/2 of Lot 14, & Lots 15 to 25, & Lot 29, & Lots 32 to 43, and Lot 46, & Lots 48 to 56, & Lot 59, & Lots 63 to 70, & Lots 77 and 81, and the 20 foot strips adjoining as described in Amended Order recorded June 23, 1994 at Reception No. 94110292, all in Block C, Cragmont,

County of Jefferson,
State of Colorado.

The undersigned Seller(s) ("Seller") of the above described Property, makes the following statements and representations to Chicago Title Of Colorado:

1. OWNERSHIP: Seller is the owner of the Property.
2. POSSESSION: Seller has not leased, permitted or granted to any other person or entity, either verbally or in writing, any right to use, possess, occupy or inhabit the Property or any part thereof for any purpose, and no other person has or claims any present right to use or possess the Property except as set forth in the Commitment and in paragraph 8.
3. EASEMENTS, RIGHTS OR CLAIMS: Seller knows of no claims, rights, interest, easements, rights of way, liens, agreements, options, contracts, or other matters affecting the Property whether verbal, written, unrecorded, or appearing in the public records except as set forth in the Commitment and in paragraph 8.
4. MECHANICS' LIEN: Seller has paid, in full, for all labor, materials and services provided for any repairs, maintenance, remodeling, renovation or other types of construction for improvements or additions on or to the Property. Seller is aware of no bills, invoices or accounts for labor, material or services rendered on the Property which are claimed to be unpaid or for which claim of payment has been made.
5. FINANCING STATEMENTS: There are no chattel mortgages, financing statements, retention of title agreements or any other interests affecting any fixtures, equipment or other improvements on the Property, except as set forth in the Commitment and in paragraph 8.
6. RELIANCE: Seller understands that Chicago Title Of Colorado will rely on the statements herein to issue its policy or policies of title insurance on the Property, and agrees to indemnify and hold harmless Chicago Title Of Colorado from any loss or damage it may sustain, including but not limited to reasonable attorney's fees and all court costs, should any of the statements herein be incorrect.
7. NEW CONSTRUCTION: There has been no new construction on the Property in the past six (6) months, nor are there any plans for the commencement of any new construction unless indicated below:
8. EXCEPTIONS: the only exceptions to the above statement are:

SELLER:

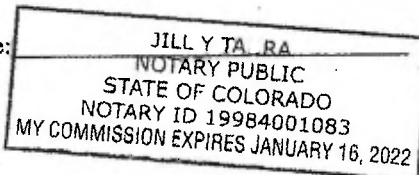
Colorado Mountain Properties, Inc., a
Colorado corporation

BY: Ronald P. Lewis as President

IN WITNESS WHEREOF, the seller has executed
this Affidavit this the 6th day of March, 2018.

Notary Seal

Expiration date:



Notary Public



Chicago Title of Colorado

32065 Castle Ct., Suite 200
Evergreen, CO 80439

Phone: (303) 670-8523
Fax: (303) 633-7781

PURCHASER'S AFFIDAVIT

PROPERTY PURCHASER(S): Cragmont Land Development, LLC, a Colorado limited liability company
CURRENT OWNER(S): Colorado Mountain Properties, Inc., a Colorado corporation
Chicago Title Of Colorado COMMITMENT NO. (The "Commitment"): C2035439
PROPERTY ADDRESS: TBD Lynx Lair, Evergreen, CO
LEGAL DESCRIPTION (The "Property" including any buildings and other improvements there):

Lots 4 to 13, & E 1/2 of Lot 14, & Lots 15 to 25, & Lot 29, & Lots 32 to 43, and Lot 46, & Lots 48 to 56, & Lot 59, & Lots 63 to 70, & Lots 77 and 81, and the 20 foot strips adjoining as described in Amended Order recorded June 23, 1994 at Reception No. 94110292, all in Block C, Cragmont,


County of Jefferson,
State of Colorado.

The undersigned Purchaser(s) ("Purchaser") of the above described Property, makes the following statements and representations to Chicago Title Of Colorado:

1. MECHANICS' LIEN: Purchaser has not contracted for, ordered, or agreed to the supplying of any labor, materials or construction-related services for construction for improvements on the Property, or for remodeling, renovation, repair or other maintenance or construction of any improvements located on said Property except as set forth in the Commitment and in paragraph 4.
2. RIGHTS OR CLAIMS: Purchaser has not contracted for any right, interest, lien, or other maintenance or construction of any improvements located on said Property except as set forth in the Commitment and in paragraph 4.
3. RELIANCE: Purchaser understands that Chicago Title Of Colorado will rely on the statements herein to issue its policy or policies of title insurance on the Property, and agrees to indemnify and hold harmless Chicago Title Of Colorado from any loss or damage it may sustain, including but not limited to reasonable attorney's fees and all court costs, should any of the statements herein be incorrect.
4. EXCEPTIONS: the only exceptions to the above statement are:

BUYER:

**Cragmont Land Development, LLC, a
Colorado limited liability company**


BY: Thomas V. Carby as Managing Member

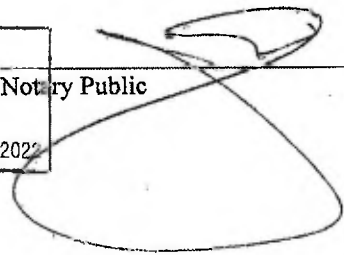
IN WITNESS WHEREOF, the Purchaser has
executed this Affidavit the 6th day of March, 2018.

Notary Seal

Expiration date:

JILL Y TADRA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984001083
MY COMMISSION EXPIRES JANUARY 16, 2022

Notary Public



After Recording Return to:
Cragmont Land Development, LLC, a Colorado limited liability company
Thomas V Carby
28055 Highway 74 Unit 201
Evergreen, CO 80439

WARRANTY DEED

This Deed, made March 6, 2018
Between Colorado Mountain Properties, Inc., a Colorado corporation of the County Jefferson, State of Colorado, grantor(s) and Cragmont Land Development, LLC, a Colorado limited liability company, whose legal address is 28055 Highway 74, Unit 201, Evergreen, CO 80439, County of Jefferson, and State of Colorado, grantee.

WITNESS, That the grantor, for and in the consideration of the sum of FIFTY-SIX THOUSAND TWO HUNDRED FIFTEEN DOLLARS AND NO/100'S (\$56,215.00) the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee, their heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Jefferson, State of Colorado described as follows:

State Doc Fee: \$5.62

Lots 4 to 13, & E 1/2 of Lot 14, & Lots 15 to 25, & Lot 29, & Lots 32 to 43, and Lot 46, & Lots 48 to 56, & Lot 59, & Lots 63 to 70, & Lots 77 and 81, and the 20 foot strips adjoining as described in Amended Order recorded June 23, 1994 at Reception No. 94110292, all in Block C, Cragmont,

County of Jefferson,
State of Colorado.

also known by street and number as TBD Lynx Lair, Evergreen, CO
TOGETHER with all and singular hereditaments and appurtenances, thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD said premises above bargained and described, with the appurtenances, unto the grantee, his heirs and assigns forever. And the grantor, for himself, his heirs and personal representatives, does covenant, grant, bargain and agree to and with the grantee, his heirs and assigns, that at the time of the ensembling and delivery of these presents, he is well seized of the premises above conveyed, has good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind of nature so ever, except for taxes for the current year, a lien but not yet due and payable, and those specific Exceptions described by reference to recorded documents as reflected in the Title Documents accepted by Buyer in accordance with section 8.1 (Title Review) of the contract dated February 27, 2018, between the parties.

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

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

SELLER:

Colorado Mountain Properties, Inc., a
Colorado corporation

BY: Ronald P. Lewis as President

STATE OF COLORADO
COUNTY OF Jefferson

}ss:

The foregoing instrument was acknowledged, subscribed and sworn to before me March 6, 2018 by Ronald P. Lewis as President of Colorado Mountain Properties, Inc., a Colorado corporation.

Witness my hand and official seal.

JILL Y TADRA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19984001083
MY COMMISSION EXPIRES JANUARY 16, 2022

Notary Public
My Commission expires:

**REAL PROPERTY TRANSFER DECLARATION
(TD-1000)**

GENERAL INFORMATION

Purpose: The Real Property Transfer Declaration provides essential information to the county assessor to help ensure fair and uniform assessments for all property for property tax purposes. Refer to 39-14-102(4), Colorado Revised Statutes (C.R.S.).

Requirements: All conveyance documents (deeds) subject to the documentary fee submitted to the county clerk and recorder for recordation must be accompanied by a Real Property Transfer Declaration. This declaration must be completed and signed by the grantor (seller) or grantee (buyer). Refer to 39-14-102(1)(a), C.R.S.

Penalty for Noncompliance: Whenever a Real Property Transfer Declaration does not accompany the deed, the clerk and recorder notifies the county assessor who will send a notice to the buyer requesting that the declaration be returned within thirty days after the notice is mailed.

If the completed Real Property Transfer Declaration is not returned to the county assessor within the 30 days of notice, the assessor may impose a penalty of \$25.00 or .025% (.00025) of the sale price, whichever is greater. This penalty may be imposed for any subsequent year that the buyer fails to submit the declaration until the property is sold. Refer to 39-14-102(1)(b), C.R.S.

Confidentiality: The assessor is required to make the Real Property Transfer Declaration available for inspection to the buyer. However, it is only available to the seller if the seller filed the declaration. Information derived from the Real Property Transfer Declaration is available to any taxpayer or any agent of such taxpayer subject to confidentiality requirements as provided by law. Refer to 39-5-121.5, C.R.S and 39-13-102(5)(c), C.R.S.

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1. **Address and/or legal description of real property sold:** Please do not use P.O. Box numbers.
TBD Lynx Lair, Evergreen, CO
Blk C, Lots 4 to 13, & E1/2 of Lot 14, & Lots 15 to 25, & Lot 29, & Lots 32 to 43, & Lot 46, & Lots 48 to 56, & Lot 59, & Lots 63 to 70, & Lots 77 & 81, And the 20 foot strips adjoining East lines of Lots 4 to 11, 15 to 28, 29, 32 to 42, 45,....more
2. **Type of property purchased:** Single Family Residential Townhome Condominium
 Multi-Unit Res Commercial Industrial Agricultural Mixed Use Vacant Land
 Other _____
3. **Date of Closing:**
March 6, 2018
Month Day Year
- Date of Contract if Different than date of closing:**
February 27, 2018
Month Day Year
4. **Total sale price:** Including all real and personal property.
\$56,215.00
5. **Was any personal property included in the transaction?** Personal property would include, but is not limited to, carpeting, drapes, free standing appliances, equipment, inventory, furniture. If the personal property is not listed, the entire purchase price will be assumed to be for the real property as per 39-13-102, C.R.S.
 Yes No If yes ,approximate value \$ _____
Describe: _____
6. **Did the total sale price include a trade or exchange of additional real or personal property?** If yes, give the approximate value of the goods or services as of the date of closing.
 Yes No If yes, value \$ _____
If yes, does this transaction involve a trade under IRS Code Section 1031? Yes No
7. **Was 100% interest in the real property purchased?** Mark "no" if only a partial interest is being purchased.
 Yes No If no, interest purchased _____%
8. **Is this a transaction among related parties?** Indicate whether the buyer or seller are related. Related parties include persons within the same family, business affiliates, or affiliated corporations.
 Yes No
9. **Check any of the following that apply to the condition of the improvements at the time of purchase.**
 New Excellent Good Average Fair Poor Salvage.
- If the property is financed, please complete the following.
10. **Total amount financed:** \$0.00
11. **Type of financing:** (Check all that apply)
 New
 Assumed
 Seller
 Third Party
 Combination; Explain _____

12. Terms

- Variable; Starting interest rate ___%
- Fixed; Interest rate ___%
- Length of time ___ years
- Balloon payment Yes No If yes, amount \$_____ Due date _____

13. Please explain any special terms, seller concessions, or financing and any other information that would help the assessor understand the terms of sale.

For properties other than residential (Residential is defined as: single family detached, townhomes, apartments and condominiums) please complete questions 14-16 if applicable. Otherwise, skip to #17 to complete.

14. Did the purchase price include a franchise or license fee? Yes No
If yes, franchise or license fee value \$_____

15. Did the purchase price involve an installment land contract? Yes No
If yes, date of contract _____

16. If this was a vacant land sale, was an on-site inspection of the property conducted by the buyer prior to the closing? Yes No

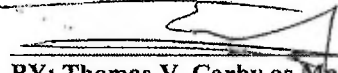
Remarks: Please include any additional information concerning the sale you may feel is important.

17. Signed this March 6, 2018.

Enter the day, month, and year, have at least one of the parties to the transaction sign the document, and include an address and a daytime phone number. Please designate buyer or seller.

BUYER:

Cragmont Land Development, LLC, a Colorado limited liability company



BY: Thomas V. Carby as Managing Member

Signature of Grantee (Buyer)

18. All Future correspondence (tax bills, property valuations, etc.) regarding this property should be mailed to :

Address (mailing) Daytime Phone

City, State and Zip Code