



Notice of the Regular Meeting of the Ophir Planning and Zoning Commission
6:00PM, Wednesday, August 13th, 2025

Zoom: <https://us02web.zoom.us/j/6189461254?omn=82125746558>

Agenda:

1. Approve the Agenda
2. Adoption and Approval of July 2025 P&Z Regular meeting minutes
3. Staff Report
4. Business Items:
 - a. Discussion and recommendation regarding: Land Use Code Amendment to
Change the Hazard Zone Classification of LOTS 5 AND 6 BLK M, OPHIR
 - b. Discussion on LUC revisions
5. New Business
6. Adjourn

Regular Meeting of the Ophir Planning and Zoning Commission
6pm MT July 9th, 2025

1. CALL TO ORDER

- a. The meeting was called to order at 6:06pm by Gunnar Doyle

P&Z Members: Gunnar Doyle, Dan Forgrave, Mark Rosenthal, Phil Hayden

Non-P&Z Members: John Wontrobski, Haley Cramer

2. APPROVAL OF THE AGENDA

- a. Agenda was approved unanimously.

3. APPROVAL OF MINUTES FROM JANUARY AND FEBRUARY P&Z MEETINGS

- a. Approved unanimously.

4. BUSINESS ITEMS

- a. Vote and Recommendation on Proposed Ordinance: An Ordinance Amending the Town of Ophir Hazard Overlay Map Regarding Avalanche Zones and Recommendations to the General Assembly regarding the same
 - i. Haley, Asst. Town Attorney, gave overview of the ordinance and the history of avalanche zoning in Ophir. Phil H. expressed concern on how the proposed map goes from high hazard to nothing in the lots in the northeast part of town. Phil recommends GA and other read page 6 of the Wilbur report. Mark R. thought much of the negative sentiment against adopting the revised map comes from “no growth” preference rather than legitimate concerns of safety. John W. stated that at no time in recent history has the town ever considered safety measures for those currently living in the high or moderate avalanche hazard zones. Gunnar D. pointed out that the memo prepared by Dynamic Avalanche Consulting explicit points out that ambiguity exists in the current hazard zoning map.
 - 1. Gunnar D. made a motion to recommend approval of the proposed hazard map to the GA. The motion carried 3-1. P&Z’s official recommendation to the GA is to adopt the ordinance as written.

5. NEW BUSINESS

- a. None.

6. ADJOURN

- a. On or about 6:55pm, the meeting was adjourned.

LAND USE CODE AMENDMENTS APPLICATION - TOWN OF OPHIR

Applicant Name: Sheamus Croke **Phone No.** 970-729-2448
Address: 122 N Oak St, Telluride CO 81435 **Fax No.** _____
E-Mail: sheamuscroke@gmail.com

Street Address and Legal Description of Subject Property:
LOTS 5 AND 6 BLK M, OPHIR

Zone District of Subject Property: Residential **Application Fee:** \$500.00/lot, see §1404.6

Applicants should include the following:


- (1) *Narrative*
- (2) *Site Plan*
- (3) *Proof of Notification*
- (4) *Proof of Ownership by title commitment or attorney opinion*

(1) NARRATIVE: Description of the proposed amendment to the Ophir Land Use Code

(2) MAPS: Attach a map showing properties affected by the proposed zoning changes or changes to zoning, hazard or source water protection area maps which clearly demonstrate the nature of the proposed request (*Note:* Planning Commission may require more information to review the application).

(3) PROOF OF NOTIFICATION: The Applicant must provide notice in accordance with ARTICLE XIV of the Ophir Land Use Code.

I swear that the information provided in this application is true and correct and that I am the owner of the property or otherwise authorized to act on behalf of the owner of the property.

Signature:  **Date:** 7/1/2025

FOR TOWN USE ONLY:

Date Application Received: _____	Date of Hearing: _____
Application Fee Received: _____	Planning Commission Action: _____
Application Complete: _____	Approval Subject to Conditions: _____
Mailing Notice Complete: _____	Application Reviewed by: _____

Section 1: Narrative

To whom it may concern,

My name is Sheamus Croke, and I am submitting this application to Amend the Ophir Land Use Code with the goal of purchasing land to build a home on for myself and my partner, Mollie Theis, on the LOTS 5 AND 6 BLK M, OPHIR ("Parcel"), on Granite Ave (just east of the Sprackling's property, see Figures 1-5 for more details). I am under contract for this Parcel, which is currently owned by Alta Investments LLC, and am submitting this Land Use Code Amendment Application to redesignate this Parcel as completely out of the moderate hazard avalanche zone. I believe an updated designation of this Parcel is appropriate for the following reasons:

1. The avalanche danger zones in the current Town of Ophir Hazards Map (Figure 2) are directly informed by the Black and white INSTAAR hazards map (Figure 3). The recent discussions of the town relating to other rezoning considerations reflect this fact.
2. As evident in the attached site plan and maps (Figures 1-6), there is a discrepancy between where the western edge of the moderate avalanche danger zone lies in the Town of Ophir's color avalanche hazard map (Figure 2, 2.1), and both the black and white 1976 INSTAAR study map (Figure 3) and the 1994 EPD Planners Map (Figure 4). More specifically, as can be seen in the red highlighted Parcel in Figures 3 and 4, no part of the Parcel is in the moderate danger zone, while in Figure 2, part of the east lot (Lot 6) of the Parcel is in moderate danger. Figures 4.2, 5 and 5.1 show this discrepancy in more detail. Additionally, I spoke to Jeff Haskel at Foley surveying whose company helped transcribe the map, and while he did not know the specific situation how this map got transcribed (he was not personally involved), he did recognize the discrepancy. Overall, this discrepancy validates the argument that this Parcel can be considered out of the Moderate avalanche danger zone.
3. As evident in Figure 6, this Parcel currently has an existing structure on it of significant age (constructed prior to detailed records), and is surrounded by other structures, some of which were originally built more than 100 years ago and remain undamaged, providing further evidence that this Parcel has not recently faced significant avalanche hazards, could be considered as out of the moderate Avalanche danger zone, and therefore be considered a buildable lot.
4. Updated avalanche studies with a higher level of contour detail (e.g. 2002 Mears Study) determined this Parcel to not be in any avalanche danger.

I humbly request that this application to update the avalanche danger designation of this Parcel be approved by adopting the proposed updated avalanche danger zone line as presented in Figure 7. As a lifelong resident in the region and someone dedicated to improving my community both through my work and personal life, it has been a longstanding dream to build and live in Ophir (within a timeline of before the end of 2027, ideally). We consider many people who live and own in Ophir very close friends, and we truly hope to become secure members of this wonderful mountain community.

Sincerely,
Sheamus Croke

Section 2: Maps

See Figures 1-7 below

Figure 1
Lot Boundaries and
Rough Proposed
Structure Footprint



LOTS 5 AND 6
BLK M, OPHIR

GRANITE AVE

2ND ST

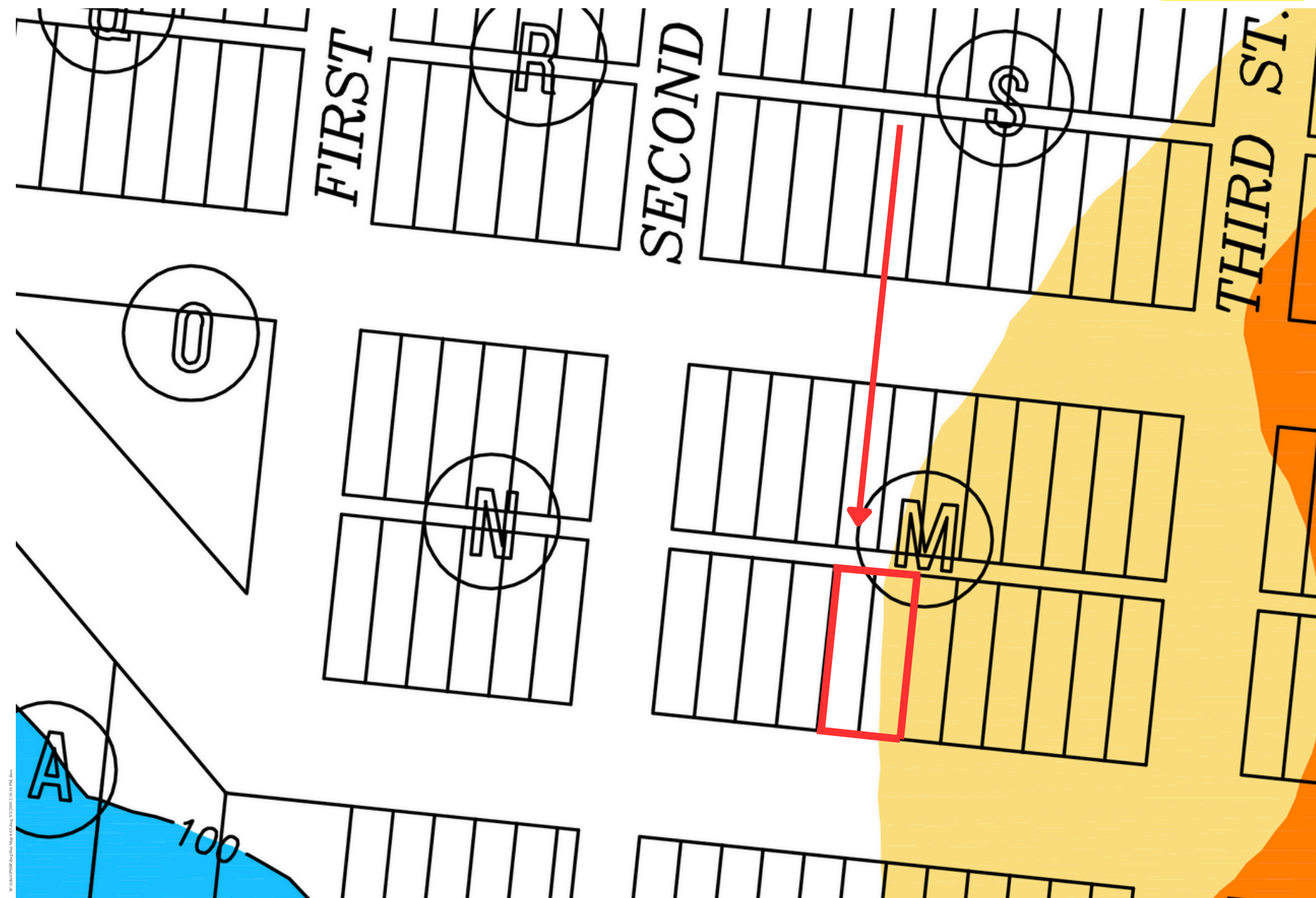
Figure 2
Ophir Hazards Map



TOWN OF OPHIR HAZARDS MAP

Project No: 08	Rev: 00	Date: 4/23/03	by: FOLEY ASSOCIATES, INC.	970-728-6153 970-728-6050 Fax
Technician: 00				P.O. BOX 1389
Checked by: 00				125 W. PACIFIC, SUITE B-1
Start date: 4/23/03				TELLURIDE, COLORADO 81435
			Drawing path: \OPHIR\DWG\H2\MAP_4-03.DWG	Sheet: 1 of 1 Project #: OPHIR

Figure 2.1



1976

NATURAL HAZARDS IN COLORADO

Figure 3
INSTAAR Original
Hazard Map

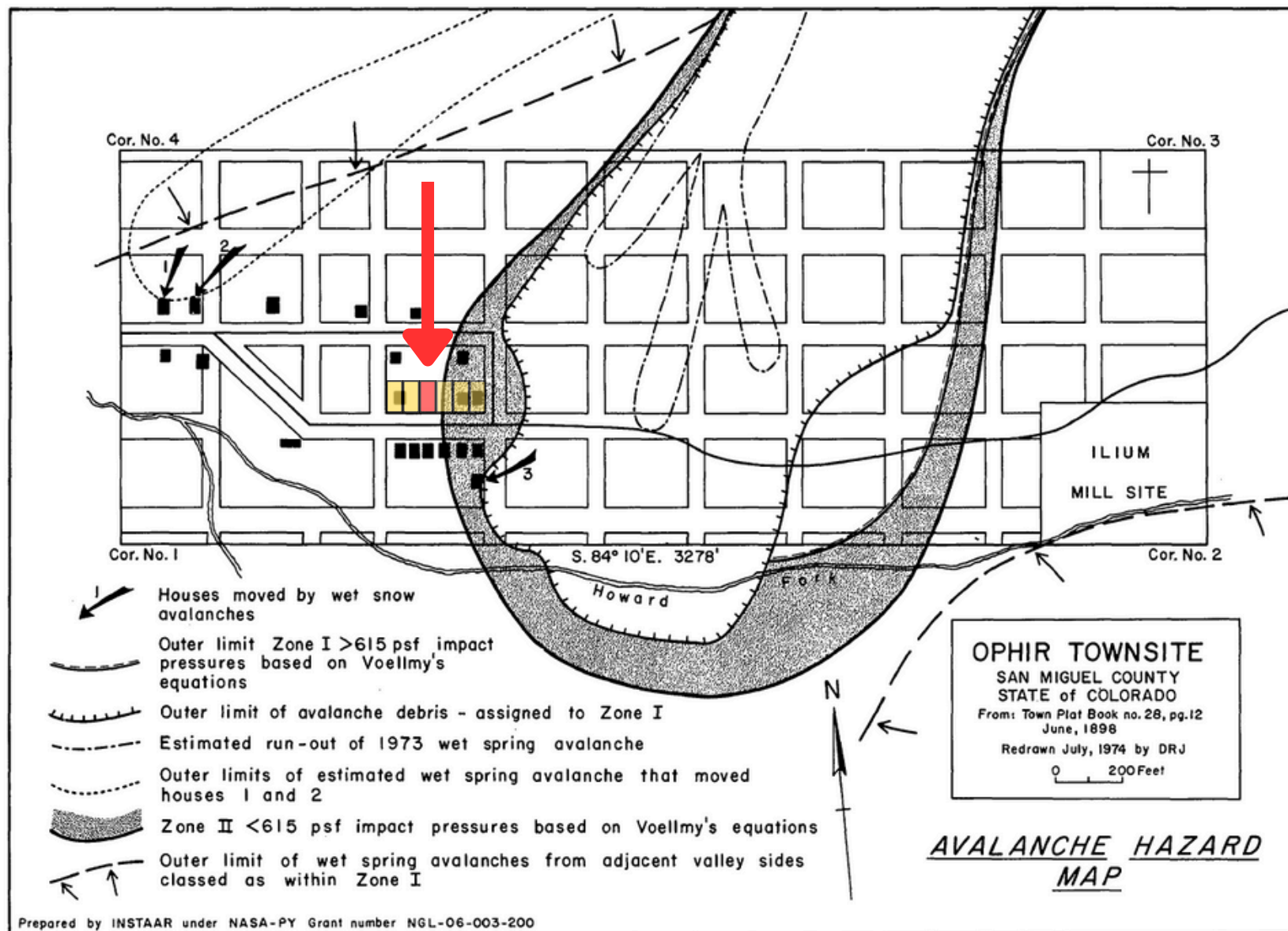


FIG. 10. Detailed avalanche hazard map, Ophir.

Figure 4
Initial 1994 INSTAAR
Map Transcription by
EPD Land Planners

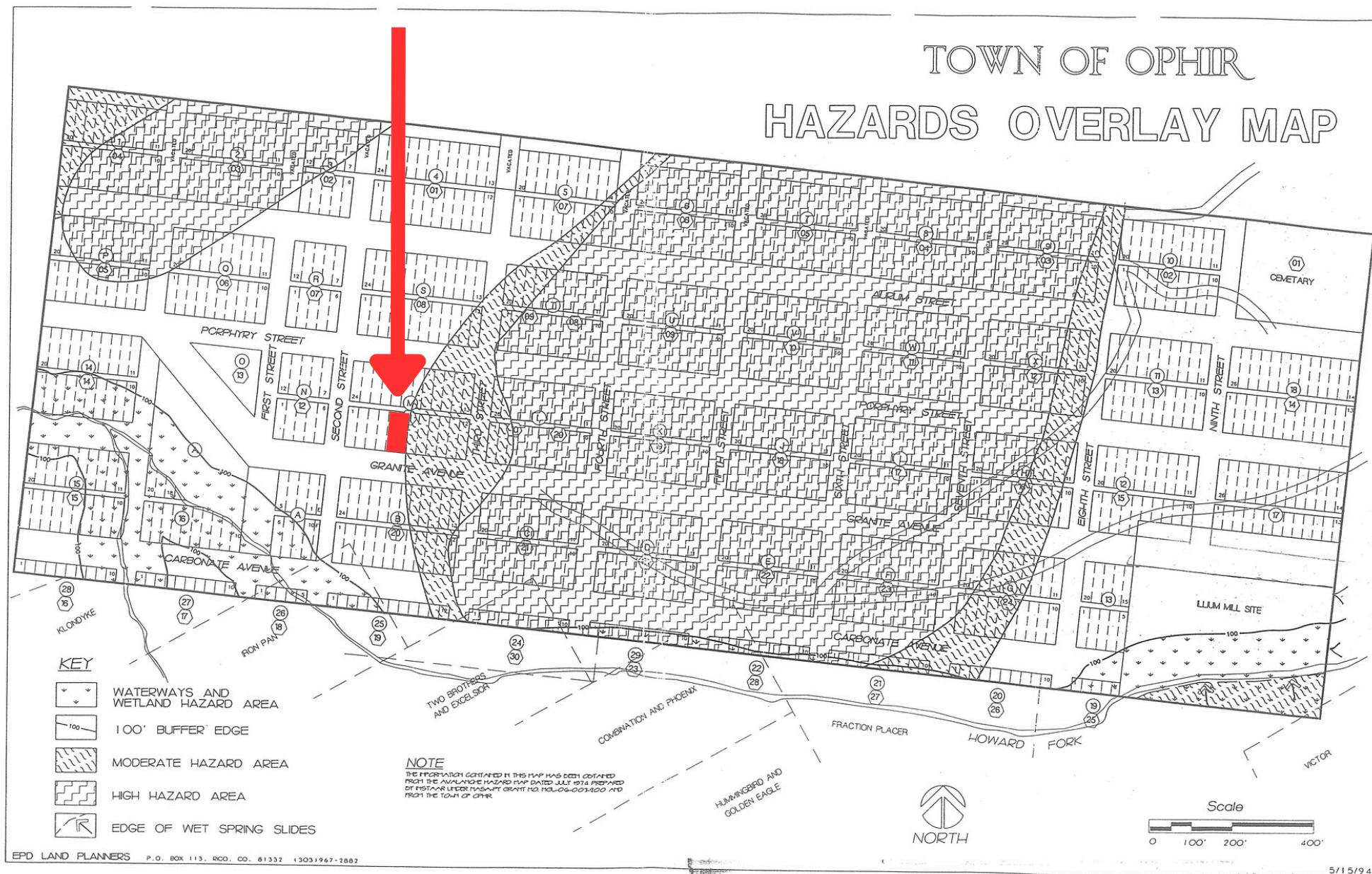


Figure 4.1

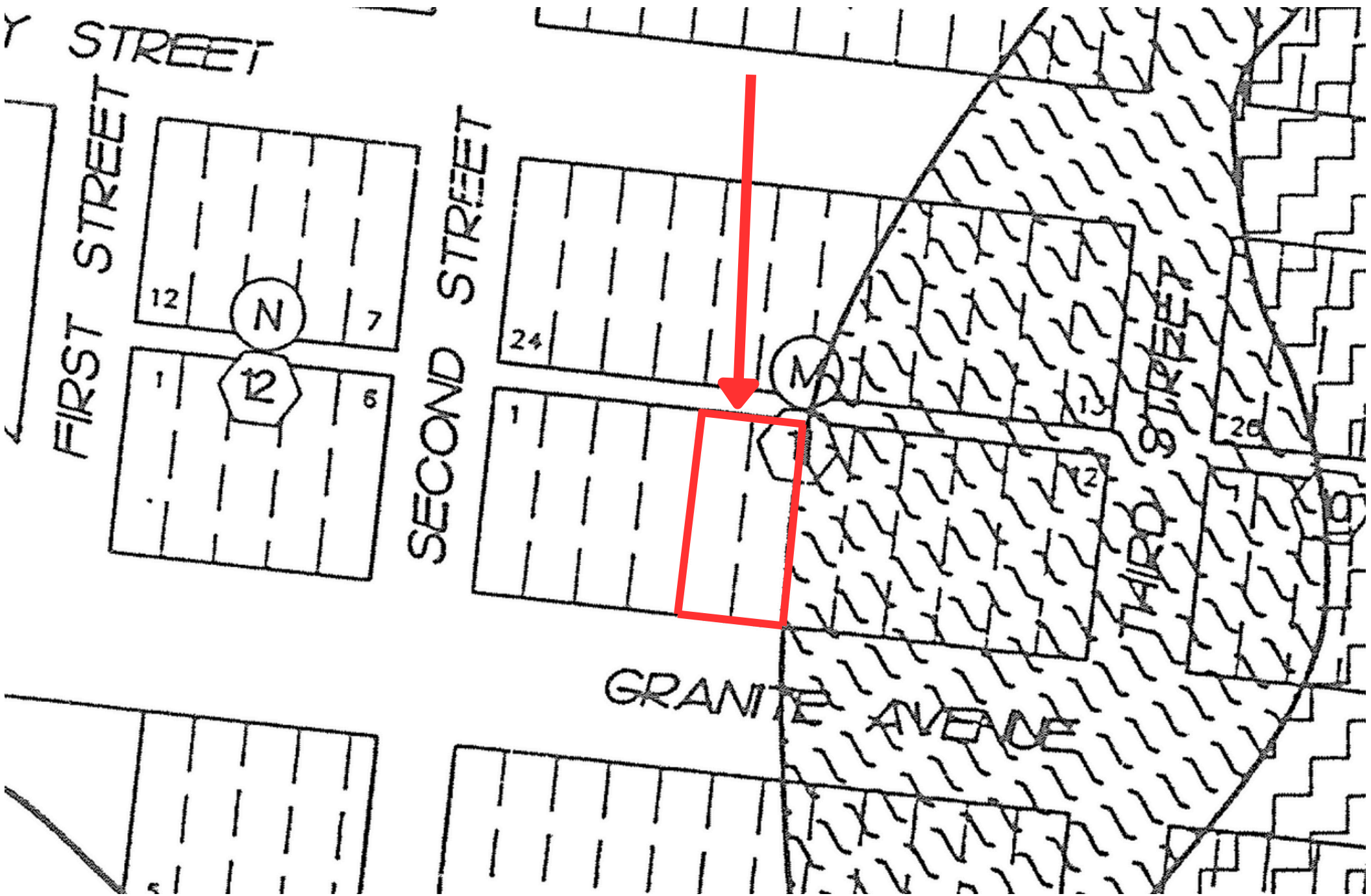


Figure 4.2

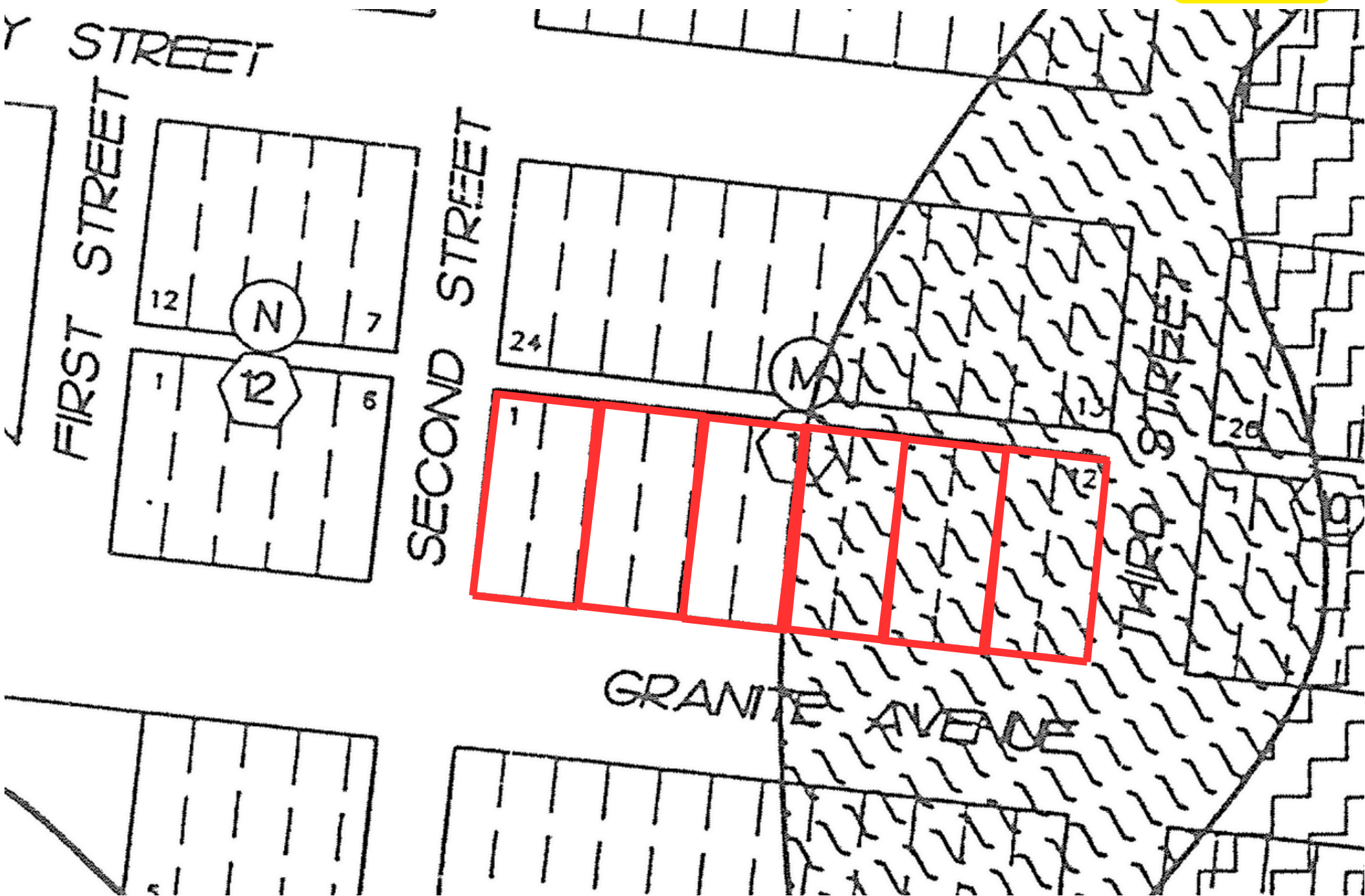


Figure 5



Figure 5.1

Current Color map and EPD map Overlaid with hazard zones aligned

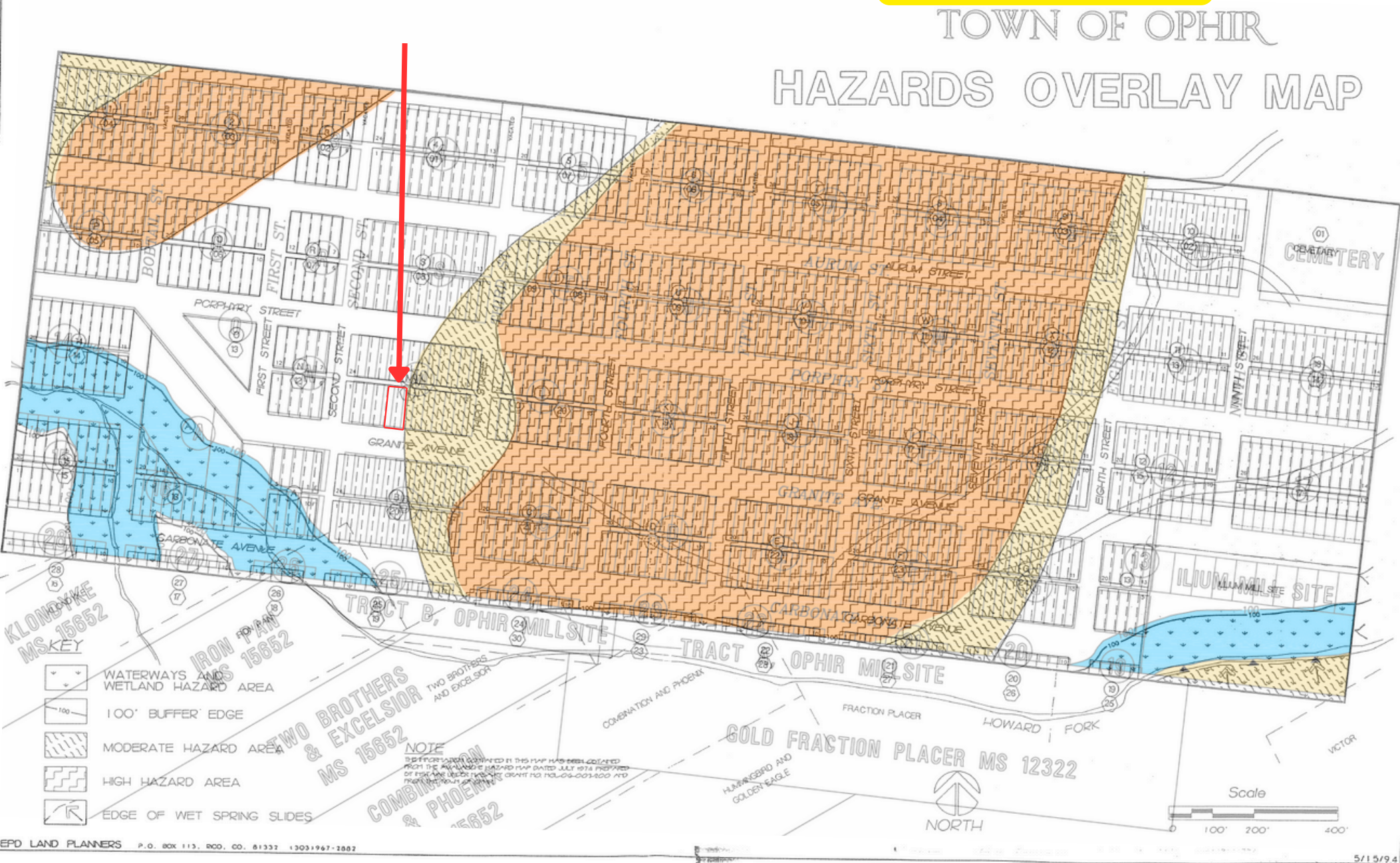


Figure 6
2024 Satellite imagery



Figure 7

**Proposed Change to the
Ophir Hazard Map**

(Proposed Line in Green,
Affected Lots in Red)

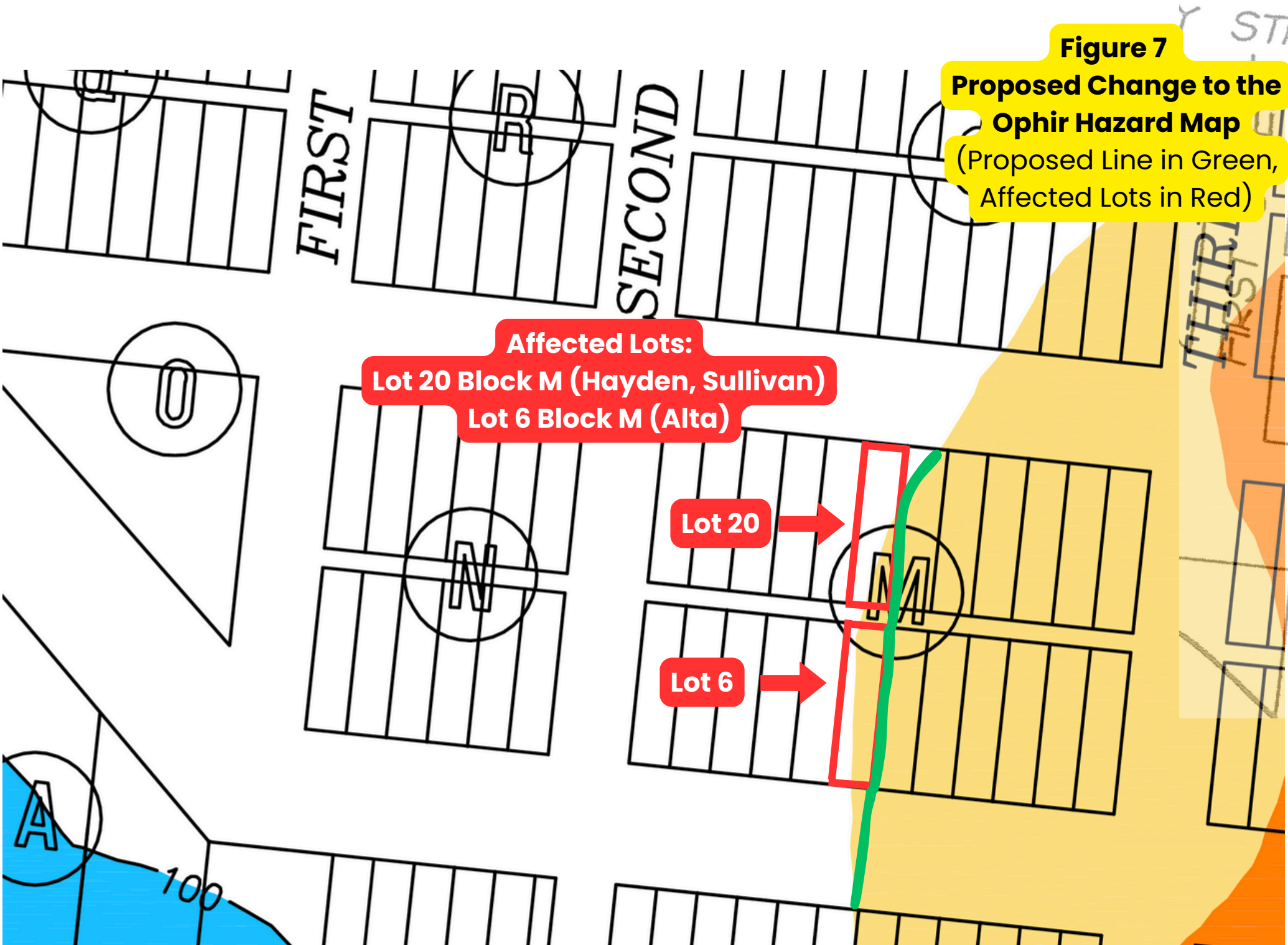
Affected Lots:

Lot 20 Block M (Hayden, Sullivan)

Lot 6 Block M (Alta)

Lot 20

Lot 6



Section 3: Proof of Notification

Section 1103.3 of the Land Use Code States: Public hearings for Variance applications shall be posted at the Town Hall and Post Office and shall be published in the designated official paper of record at least ten (10) days prior to the hearing. Written mailed notice shall be provided to the all property owners within 200 feet of the subject property, and all members of the General Assembly according to a list provided by the Town Clerk, such notice shall be mailed at least twenty (20) days prior to the hearing. Notice shall also be posted on the subject property. Notice shall include the present Zone District classification, the proposed Variance; the time, date, and place of the hearing; and the name, address, and phone number of the Applicant and a statement that the application is available for public inspection in the Town Hall.

I plan to comply with all of the above tasks in regard to public notice, and if there is any format preferred by the Town of Ophir (aside from what is stated above) in which these communications shall be distributed, I will gladly comply with these requests.

Section 4: Proof of Ownership

Title Commitment attached on following pages for reference, as well as the following authorization:

We hereby authorize Sheamus Croke to act as our agent to apply for, sign, and file the documents necessary to obtain a change to the avalanche risk designation and/or the rights to build on our Property on LOTS 5 AND 6 BLK M in Ophir, CO.


Authorized Agent: Sheamus Croke



Address: 122 N Oak St., Telluride CO, 81435

Phone: 970-729-2448

Signature:  Date: 7/2/25

Property Owners:

Signature:  MANAGER OF PAULS MANAGEMENT, LLC Date: 7/2/25

AS MANAGER OF ALTA INVESTMENTS LLC
Signature:  Date: 



Customer Distribution



Prevent fraud - Please call a member of our closing team for wire transfer instructions or to initiate a wire transfer. Note that our wiring instructions will never change.

Order Number: **TLR86016175-2**

Date: **05/08/2025**

Property Address: **(VACANT - LOTS 5 & 6, BLOCK M) GRANITE AVENUE, OPHIR, CO 81426**

For Closing Assistance

Robin Watkinson
PO BOX 277
TELLURIDE, CO 81435
191 SOUTH PINE STREET,
SUITE 1C
(970) 728-1023 (Work)
(877) 348-5414 (Work Fax)
rwatkinson@ltgc.com
Contact License: CO338561
Company License: CO44565

HOA Assistant

Jennifer Ogilvie
PO BOX 277
TELLURIDE, CO 81435
191 SOUTH PINE STREET,
SUITE 1C
(970) 519-7015 (Work)
jogilvie@ltgc.com
Company License: CO44565

Closing Associate

Gaylene Anderson
PO BOX 277
TELLURIDE, CO 81435
191 SOUTH PINE STREET,
SUITE 1C
(970) 728-1023 (Work)
(877) 348-5414 (Work Fax)
ganderson@ltgc.com
Contact License: CO380183
Company License: CO44565

HOA Assistant

Jodi Repola
PO BOX 277
TELLURIDE, CO 81435
191 SOUTH PINE STREET,
SUITE 1C
(970) 728-1023 (Work)
jrepola@ltgc.com
Company License: CO44565

Closing Processor

Ethan Butler
PO BOX 277
TELLURIDE, CO 81435
191 SOUTH PINE STREET,
SUITE 1C
(970) 728-1023 (Work)
ebutler@ltgc.com
Company License: CO44565

For Title Assistance

Land Title San Miguel County Title
Team
PO BOX 277
TELLURIDE, CO 81435
191 SOUTH PINE STREET,
SUITE 1C
(970) 519-2463 (Work)
(877) 261-1730 (Work Fax)
tlresponse@ltgc.com

Buyer/Borrower

SHEAMUS CROKE
Delivered via: Electronic Mail

TREVOR PAULS

Delivered via: Electronic Mail

Seller/Owner

ALTA INVESTMENTS, LLC
Attention: GLENN PAULS
Delivered via: Electronic Mail



Estimate of Title Fees

Order Number: TLR86016175-2

Date: 05/08/2025

Property Address: (VACANT - LOTS 5 & 6, BLOCK M) GRANITE AVENUE, OPHIR, CO 81426

Seller(s): ALTA LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY

Buyer(s): SHEAMUS CROKE

Thank you for putting your trust in Land Title. Below is the estimate of title fees for the transaction. The final fees will be collected at closing. Visit ltgc.com to learn more about Land Title.

Estimate of Title Insurance Fees	
"ALTA" Owner's Policy 07-30-21 Builder/Developer Rate	\$669.00
Deletion of Standard Exception(s)	\$75.00
"ALTA" Loan Policy 07-30-21 Bundled Purchase Loan Rate	\$548.00
Endorsement ALTA 8.1	\$0.00
Endorsement ALTA 9.1	\$0.00
Tax Certificate	\$27.00
TOTAL	\$1,319.00

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

Chain of Title Documents:

[San Miguel county recorded 04/28/2025 under reception no. 488957](#)

[San Miguel county recorded 04/27/2009 under reception no. 406753](#)

[San Miguel county recorded 10/27/2008 under reception no. 404393](#)

[San Miguel county recorded 01/21/1992 under reception no. 274810 at book 487 page 30](#)

[San Miguel county recorded 11/18/1991 under reception no. 273898 at book 484 page 902](#)

Plat Map(s):

[San Miguel county recorded 06/16/1898 at book 28 page 12](#)

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule A

Order Number: TLR86016175-2

Property Address:

(VACANT - LOTS 5 & 6, BLOCK M) GRANITE AVENUE, OPHIR, CO 81426

1. Commitment Date:

04/30/2025 at 5:00 P.M.

2. Policy to be Issued and Proposed Insured:

"ALTA" Owner's Policy 07-30-21 Builder/Developer Rate \$
Proposed Insured:
SHEAMUS CROKE

"ALTA" Loan Policy 07-30-21 Bundled Purchase Loan Rate \$
Proposed Insured:
A LENDER TO BE DETERMINED, ITS SUCCESSORS AND/OR
ASSIGNS

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

FEE SIMPLE

4. The Title is, at the Commitment Date, vested in:

ALTA LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY

5. The Land is described as follows:

LOTS 5 AND 6, BLOCK M, OPHIR TOWNSITE, ACCORDING TO THE PLAT RECORDED JUNE 16, 1898 IN
PLAT BOOK 28 AT PAGE 12, COUNTY OF SAN MIGUEL, STATE OF COLORADO.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part I
(Requirements)

Order Number: TLR86016175-2

All of the following Requirements must be met:

This proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

Pay the agreed amount for the estate or interest to be insured.

Pay the premiums, fees, and charges for the Policy to the Company.

Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

1. (THIS ITEM WAS INTENTIONALLY DELETED)
2. DULY EXECUTED AND ACKNOWLEDGED STATEMENT OF AUTHORITY SETTING FORTH THE NAME OF ALTA LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY AS A A COLORADO LIMITED LIABILITY COMPANY. THE STATEMENT OF AUTHORITY MUST STATE UNDER WHICH LAWS THE ENTITY WAS CREATED, THE MAILING ADDRESS OF THE ENTITY, AND THE NAME AND POSITION OF THE PERSON(S) AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING, OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF THE ENTITY AND OTHERWISE COMPLYING WITH THE PROVISIONS OF SECTION 38-30-172, CRS.

NOTE: THE STATEMENT OF AUTHORITY MUST BE RECORDED WITH THE CLERK AND RECORDER.

3. RERECORD STATEMENT OF AUTHORITY FOR ALTA INVESTMENTS, LLC, A COLORADO LIMITED LIABILITY COMPANY RECORDED APRIL 25, 2025 UNDER RECEPTION NO. [488954](#) WHICH DISCLOSES PAULS MANAGEMENT, LLC AS THE MANAGER AUTHORIZED TO EXECUTE INSTRUMENTS CONVEYING, ENCUMBERING OR OTHERWISE AFFECTING TITLE TO REAL PROPERTY ON BEHALF OF SAID ENTITY.

NOTE: THE STATEMENT OF AUTHORITY IS MISSING THE NOTARY ACKNOWLEDGEMENT

4. EVIDENCE SATISFACTORY TO THE COMPANY THAT THE TERMS, CONDITIONS AND PROVISIONS OF THE TOWN OF OPHIR TRANSFER TAX HAVE BEEN SATISFIED AS TO BARGAIN AND SALE DEED RECORDED APRIL 28, 2025 UNDER RECEPTION NO. [488957](#)
5. EVIDENCE SATISFACTORY TO THE COMPANY THAT THE TERMS, CONDITIONS AND PROVISIONS OF THE TOWN OF OPHIR TRANSFER TAX HAVE BEEN SATISFIED.
6. SPECIAL WARRANTY DEED FROM ALTA LAND, LLC, A COLORADO LIMITED LIABILITY COMPANY TO SHEAMUS CROKE CONVEYING SUBJECT PROPERTY.
7. DEED OF TRUST FROM SHEAMUS CROKE TO THE PUBLIC TRUSTEE OF SAN MIGUEL COUNTY FOR THE USE OF A LENDER TO BE DETERMINED TO SECURE THE SUM OF \$305,000.00.

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

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

B. IF LAND TITLE GUARANTEE CONDUCTS THE CLOSING OF THE CONTEMPLATED TRANSACTIONS AND RECORDS THE DOCUMENTS IN CONNECTION THEREWITH, ITEM NO. 5 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED.

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

TAXES AND ASSESSMENTS FOR THE YEAR 2025 AND SUBSEQUENT YEARS.

ALTA COMMITMENT

Old Republic National Title Insurance Company

Schedule B, Part I

(Requirements)

Order Number: TLR86016175-2

All of the following Requirements must be met:

NOTE: ITEMS 1-3 OF THE PRE-PRINTED EXCEPTIONS ARE HEREBY DELETED FROM THE MORTGAGEE'S POLICY. ITEM 4 OF THE PRE-PRINTED EXCEPTIONS WILL BE DELETED UPON RECEIPT OF A SATISFACTORY LIEN AFFIDAVIT.

NOTE: ALL PARTIES WILL BE REQUIRED TO SIGN THE LIEN AFFIDAVIT AT CLOSING.

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: TLR86016175-2

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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. RESERVATION OF ANY MINE OF GOLD, SILVER, CINNABAR OR COPPER, OR TO ANY VALID MINING CLAIM OR POSSESSION HELD UNDER EXISTING LAWS, AND SUBJECT TO ALL CONDITIONS, LIMITATIONS AND RESTRICTIONS CONTAINED IN SECTION 2386 OF THE REVISED STATUTES OF THE UNITED STATES AS CONTAINED IN UNITED STATES PATENT RECORDED JULY 20, 1887 IN BOOK 50 AT PAGE [6](#).
9. EASEMENTS, CONDITIONS, COVENANTS, RESTRICTIONS, RESERVATIONS AND NOTES ON THE PLAT OF OPHIR TOWNSITE RECORDED JANUARY 13, 1896 IN PLAT BOOK 28 AT PAGE [9](#) AND THE REVISED PLAT OF OPHIR TOWNSITE RECORDED JUNE 16, 1898 IN PLAT BOOK 28 AT PAGE [12](#).
10. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN TOWN ZONING ORDINANCE RECORDED JUNE 28, 1977 IN BOOK 365 AT PAGE [975](#) AND AS AMENDED IN INSTRUMENT RECORDED DECEMBER 31, 1980 IN BOOK 390 AT PAGE [746](#) AND AS AMENDED IN INSTRUMENT RECORDED OCTOBER 7, 1992 IN BOOK 499 AT PAGE [408](#).
11. EASEMENT GRANTED TO MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FOR COMMUNICATION AND OTHER FACILITIES, AND INCIDENTAL PURPOSES, BY INSTRUMENT RECORDED AUGUST 24, 1982, IN BOOK 400 AT PAGE [651](#).
12. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN DOG CONTROL & LICENSING ORDINANCE RECORDED NOVEMBER 22, 1991 IN BOOK 485 AT PAGE [54](#).
13. TERMS, CONDITIONS AND PROVISIONS OF INTERGOVERNMENTAL AGREEMENT RECORDED APRIL 21, 1993 IN BOOK 509 AT PAGE [884](#) AND RE-RECORDED APRIL 23, 1993 IN BOOK 509 AT PAGE [1005](#).

ALTA COMMITMENT
Old Republic National Title Insurance Company
Schedule B, Part II
(Exceptions)

Order Number: TLR86016175-2

14. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN SERVICE PLAN FOR THE OPHIR VALLEY WILDLIFE AND CONSERVATION DISTRICT RECORDED MAY 29, 1996 IN BOOK 562 AT PAGE [442](#).
15. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN RESOLUTION #1996-5 AMENDING THE SAN MIGUEL COUNTY LAND USE CODE RECORDED JUNE 19, 1996 IN BOOK 563 AT PAGE [562](#).
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN ORDINANCE #2010-7 RECORDED DECEMBER 23, 2010 UNDER RECEPTION NO. [415529](#).



ALTA Commitment For Title Insurance

issued by Old Republic National Title Insurance Company

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON. .

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Old Republic National Title Insurance Company, a Minnesota corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of insurance and the name of the Proposed Insured. If all of the Schedule B, Part I—Requirements have not been met within 6 months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

COMMITMENT CONDITIONS

1. DEFINITIONS

- (a) "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- (b) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- (c) "Land": The land described in item 5 of Schedule A and affixed improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- (d) "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- (e) "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- (f) "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- (g) "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- (h) "Public Records": The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- (i) "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- (j) "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

- (a) the Notice;
- (b) the Commitment to Issue Policy;
- (c) the Commitment Conditions;
- (d) Schedule A;
- (e) Schedule B, Part I—Requirements; and
- (f) Schedule B, Part II—Exceptions; and
- (g) a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- (a) The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- (b) The Company is not liable under Commitment Condition 5(a) if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- (c) The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- (d) The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5(a) or the Proposed Amount of Insurance.
- (e) The Company is not liable for the content of the Transaction Identification Data, if any.
- (f) The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.

(g) The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT. CHOICE OF LAW AND CHOICE OF FORUM

- (a) Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- (b) Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- (c) This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
- (d) The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
- (e) Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
- (f) When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for the purpose of providing closing or settlement services.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

10. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.

11. ARBITRATION

The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>

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



Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, Florida 33607
(612) 371-1111 www.oldrepublictitle.com

By  President

Attest  Secretary

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Old Republic National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

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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, Section 2 of the Commitment from the Owner's Policy to be issued) upon compliance with the following conditions:

- (A) The land described in Schedule A of this commitment must be a single family residence which includes a condominium or townhouse unit.
- (B) No labor or materials have been furnished by mechanics or 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 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 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.

Note: Pursuant to CRS 24-21-514.5, Colorado notaries may remotely notarize real estate deeds and other documents using real-time audio-video communication technology. You may choose not to use remote notarization for any document.



Joint Notice of Privacy Policy of Land Title Guarantee Company 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 as agent 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 your non-public personal information ("Personal Information").

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

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

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

- We restrict access to all Personal Information about you to those employees who need to know that information in order to provide products and services to you.
- We may share your Personal Information with affiliated contractors or service providers who provide services in the course of our business, but only to the extent necessary for these providers to perform their services and to provide these services to you as may be required by your transaction.
- We maintain physical, electronic and procedural safeguards that comply with federal standards to protect your Personal Information from unauthorized access or intrusion.
- Employees who violate our strict policies and procedures regarding privacy are subject to disciplinary action.
- We regularly assess security standards and procedures to protect against unauthorized access to Personal Information.

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

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

Our policy regarding dispute resolution is as follows: Any controversy or claim arising out of or relating to our privacy policy, or the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration

Association, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

Pass-Through Review Cost Agreement

Subject: Amendment of Avalanche Danger Map by Sheamus Croke

Summary: The evaluation of avalanche hazard and mapping within LOT 6 BLK M of OPHIR

Legal Description: Lots 5 and 6 BLK M, Ophir, Colorado

Address: N/A

Owner: Alta Investments LLC

Applicant: Sheamus Croke

Sheamus Croke, the applicant, agrees to pay all of The Town of Ophir's application review fees, regardless of whether the application is approved, denied, approved with conditions, suspended, withdrawn, or dismissed. Sheamus Croke shall be responsible for all costs borne by the Town of Ophir to review, analyze, comment upon and process the application.

Sheamus Croke
Name



Signature

7/21/2025

Date