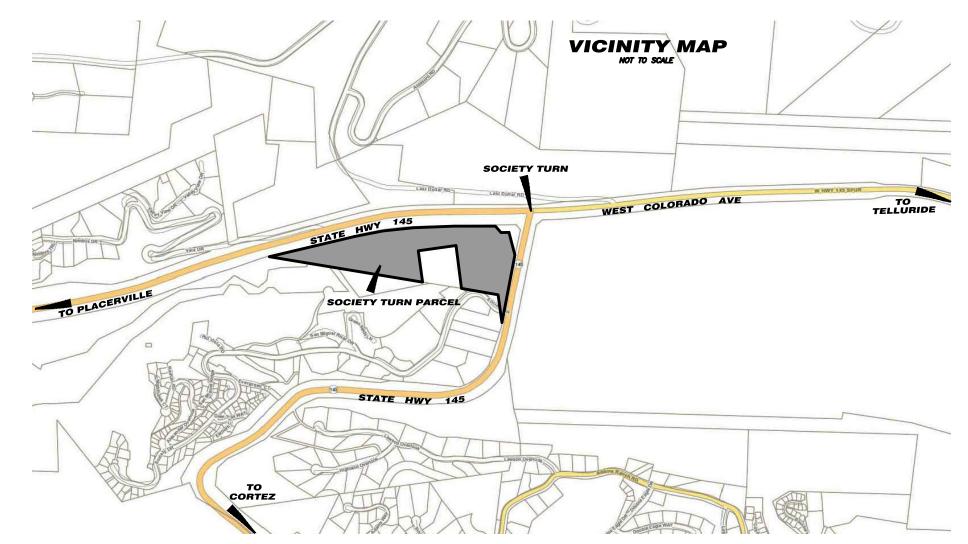
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Society Turn PUD/Subdivision Plat

located within a portion of Sections 32 and 33, Township 43 North, Range 9 West, N.M.P.M., San Miguel County, State of Colorado.



PROPERTY DESCRIPTION

A TRACT OF LAND LOCATED IN THE DENVER PLACER, MINERAL SURVEY NO. 12119, OF THE UPPER SAN MIGUEL MINING DISTRICT AND IN THE NAVIKE PLACER, MINERAL SURVEY NO. 736, OF THE UPPER SAN MIGUEL MINING DISTRICT AND IN GOVERNMENT LOT 1 OF SECTION 32, ALL SITUATED IN SECTIONS 32 AND 33, TOWNSHIP 43 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF SAN MIGUEL, STATE OF COLORADO, DESCRIBED AS FOLLOWS:

BEGINNING AT CORNER NO. 9 OF SAID DENVER PLACER, BEING A UNITED STATES DEPARTMENT OF INTERIOR, BUREAU OF LAND MANAGEMENT BRASS CAP.

THENCE ALONG LINE 9-10 OF SAID DENVER PLACER NORTH 81° 08' 37" WEST, 366.65 FEET;

THENCE DEPARTING SAID LINE 9-10 NORTH 08° 13' 23" WEST, 446.33 FEET;

THENCE SOUTH 81° 46' 37" WEST, 362.00 FEET;
THENCE SOUTH 08° 13' 23" FAST, 335.11 FFFT TO SAID LINE 9-

THENCE SOUTH 08° 13' 23" EAST, 335.11 FEET TO SAID LINE 9-10;
THENCE ALONG SAID LINE 9-10 NORTH 81° 08' 37" WEST, 1406.67 FEET TO

CORNER NO. 10 OF SAID DENVER PLACER; THENCE ALONG LINE 1-2 OF THE BOSTON PLACER, MINERAL SURVEY NO. 2019, OF THE UPPER SAN MIGUEL MINING DISTRICT, NORTH 81° 05' 35" WEST, 107.35 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF COLORADO

STATE HIGHWAY 145;
THENCE EASTERLY ALONG SAID RIGHT-OF-WAY LINE NORTH 74° 26' 41" EAST, 846.03 FEET;

THENCE 696.28 FEET ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE BEING CONCAVE TO THE SOUTH, HAVING A RADIUS OF 2790.00 FEET, A CENTRAL ANGLE OF 14° 17' 56" AND A CHORD BEARING NORTH 81° 35' 39" EAST. 694.48 FEET:

THENCE NORTH 88° 44' 41" EAST, 890.11 FEET;

THENCE SOUTH 40° 28' 23" EAST, 63.75 FEET;

THENCE SOUTH 11° 20' 11" WEST, 878.41 FEET TO LINE 8-9 OF SAID DENVER PLACER;

THENCE NORTH 07° 31' 25" WEST, 215.78 FEET TO THE POINT OF BEGINNING,

SAID TRACT OF LAND IS SHOWN AS TRACT 19A ON SPECIAL WARRANTY DEED RECORDED MAY 26, 2005 UNDER RECEPTION NO. 375058; COUNTY OF SAN MIGUEL. STATE OF COLORADO.

LESS AND EXCEPT ANY PORTION CONVEYED TO THE TOWN OF TELLURIDE IN WARRANTY DEED RECORDED DECEMBER 5, 1986 IN BOOK 432 AT PAGE 38, COUNTY OF SAN MIGUEL. STATE OF COLORADO.

LESS AND EXCEPT A TRACT OR PARCEL OF LAND NO. RW-1 OF THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, PROJECT CODE 17641, PROJECT NUMBER NH 145A-045, BEING IN SECTION 33, TOWNSHIP 43 NORTH, RANGE 9 WEST, NEW MEXICO PRINCIPAL MERIDIAN, COUNTY OF SAN MIGUEL, STATE OF COLORADO, CONVEYED TO THE DEPARTMENT OF TRANSPORTATION, STATE OF COLORADO, IN WARRANTY DEED RECORDED JANUARY 18, 2012 UNDER RECEPTION NO. 421280, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY 145 ESTABLISHED ON PROJECT S 0153(13), WHENCE CORNER NO. 9 OF THE DENVER, PLACER, MINERAL SURVEY NO. 12119, OF THE UPPER SAN MIGUEL MINING DISTRICT, BEING A BRASS CAP, 3 1/4" IN DIAMETER, MARKED "U.S. DEPT. OF THE INTERIOR, BUR. OF LAND MANAGEMENT, COR 9 MS 12119, COR 2 MS 2019, 1975", BEARS SOUTH 20" 17' 42" WEST. A DISTANCE OF 447.41 FEET;

- 1. THENCE DEPARTING SAID WESTERLY RIGHT-OF-WAY, NORTH 14° 10' 25" WEST, A DISTANCE OF 219.30 FEET;
- 2. THENCE SOUTH 88° 45' 19" WEST, A DISTANCE OF 75.75 FEET;
 3. THENCE NORTH 40° 26' 09" WEST, A DISTANCE OF 80.00 FEET TO THE SOUTHERLY LINE OF COLORADO STATE HIGHWAY 145 ESTABLISHED ON PROJECT S 0150(3);
- 4. THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY NORTH 88° 45' 19" EAST, A DISTANCE OF 185.86
 FEET TO SAID WESTERLY RIGHT-OF-WAY LINE OF COLORADO STATE HIGHWAY
- 145 ESTABLISHED ON PROJECT S 0153(13), TO AN ALUMINUM CAP, 1 1/2" IN DIAMETER, MARKED "BANNER INC. 25954";
 5. THENCE ALONG SAID WESTERLY RIGHT-OF-WAY, SOUTH 40° 26' 09" EAST,
- A DISTANCE OF 63.44 FEET TO A BRASS CAP, 3" IN DIAMETER ON A 6"
 DIAMETER CONCRETE POST, MARKED "STATE HIGHWAY DEPT., R.O.W. MARKER";
 6. THENCE CONTINUING ALONG SAID WESTERLY RIGHT—OF—WAY, SOUTH 11°
 20' 21" WEST, A DISTANCE OF 232.15 FEET, MORE OR LESS, TO THE TRUE POINT OF BEGINNING.

BASIS OF BEARINGS: ALL BEARINGS ARE BASED ON THE "STATE PLANE" GRID BEARING OF NORTH 2° 41' 20" EAST FROM CDOT CONTROL POINT MILEPOST 71.38 (A 3 1/4" ALUMINUM CAP) TO CDOT CONTROL POINT MILEPOST 71.48 (A 3 1/4 ALUMINUM CAP).

COUNTY OF SAN MIGUEL, STATE OF COLORADO.

LAND SURVEYOR'S CERTIFICATE

I, DAVID R. BULSON OF BULSON SURVEYING BEING A COLORADO LICENSED SURVEYOR, DO HEREBY CERTIFY THAT THIS PLAT AND SURVEY OF SOCIETY TURN PUD/SUBDIVISION PLAT WAS MADE BY ME OR UNDER MY RESPONSIBLE CHARGE IN COMPLIANCE WITH THE APPLICABLE PROVISIONS OF THE SAN MIGUEL COUNTY LAND USE CODE AND TITLE 38, ARTICLE 51, C.R.S., AND THAT BOTH ARE TRUE AND ACCURATE TO THE BEST OF MY KNOWLEDGE AND BELIEF. I FURTHER CERTIFY THAT ALL MONUMENTS WERE SET IN THE GROUND AS REQUIRED BY SAN MIGUEL COUNTY LAND USE CODE SECTIONS 4-502 O AND 5-706 AND ARTICLE 51 OF TITLE 38, C.R.S.

P.L.S. NO. 37662 DATE

COUNTY COMMISSIONERS' APPROVAL

THIS PLAT HAS BEEN ACCEPTED FOR FILING BY THE SAN MIGUEL COUNTY BOARD OF COMMISSIONERS, IN ACCORDANCE WITH BOARD RESOLUTION NO. ______, RECORDED AT RECEPTION NO. ______.

COUNTY ACCEPTANCE OF ANY DEDICATION FOR PUBLIC USE OF STREETS, ROADS, ALLEYS, OR OTHER PUBLIC AREAS DEPICTED UPON THE PLAT, SHALL NOT CONSTITUTE ACCEPTANCE OF SUCH DEDICATION FOR COUNTY MAINTENANCE PURPOSES. COMPLIANCE WITH THE PROVISIONS OF SECTION 5-504 OF THE SAN MIGUEL COUNTY LAND USE CODE IS REQUIRED FOR COUNTY ACCEPTANCE OF DEDICATIONS FOR MAINTENANCE PURPOSES.

CHAIR
DATED THIS, DAY OF, 20
ATTEST:
CLERK

TITLE INSURANCE COMPANY CERTIFICATE

LAND TITLE GUARANTEE COMPANY DOES HEREBY CERTIFY THAT WE HAVE EXAMINED THE TITLE TO ALL LANDS HEREIN SHOWN ON THIS PLAT AND THAT THE TITLE TO THIS LAND IS IN THE NAMES OF THOSE PERSONS SHOWN IN THE CERTIFICATE OF OWNERSHIP WHICH IS ON THE FACE HEREOF AND IS FREE AND CLEAR OF ALL LIENS AND TAXES, EXCEPT AS FOLLOWS:

TITLE INSURANCE COMPANY REPRESENTATIVE

COUNTY TREASURER'S CERTIFICATE

ACCORDING TO THE RECORDS OF THE SAN MIGUEL COUNTY TREASURER THERE ARE NO LIENS AGAINST THE SUBDIVISION OR ANY PART THEREOF FOR UNPAID STATE, COUNTY, MUNICIPAL OR LOCAL TAXES OR SPECIAL ASSESSMENTS DUE AND PAYABLE, IN ACCORDANCE WITH LAND USE CODE SECTION 3-101.

ATED	THIS	 DAY	OF	,	20	

SAN MIGUEL COUNTY TREASURER

NOTES:

- 1. EASEMENT RESEARCH AND PROPERTY DESCRIPTION FROM LAND TITLE GUARANTEE COMPANY, COMMITMENT NO. ABS86009157-4 DATED JUNE 27, 2022 AT 5:00 P.M.
- 2. ACCORDING TO FEMA FLOOD INSURANCE RATE MAP, PANEL NUMBER 0286, DATED SEPTEMBER 30, 1988, THIS PARCEL IS WITHIN:

 ZONE A, SPECIAL FLOOD HAZARD AREAS INUNDATED BY 100—YEAR FLOOD, NO BASE FLOOD ELEVATIONS DETERMINED;
- ZONE X, AREAS OF 500—YEAR FLOOD, AREAS OF 100—YEAR FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE, AND AREAS PROTECTED BY LEVEES FROM 100—YEAR FLOOD; AND ZONE X, AREAS DETERMINED TO BE OUTSIDE 500—YEAR FLOOD PLAIN.
- 3. BEARINGS FOR THIS SURVEY BASED ON GPS DERIVED BEARINGS BEING RELATIVE TO A MEASUREMENT OF S 81°07'46" E BETWEEN CORNER 1 OF MS 2019, BEING A STANDARD 3—¼" ALUMINUM CAP STAMPED BLM 1976 AND CORNER 2 OF MS 2019, BEING A STANDARD 3—¼" ALUMINUM CAP STAMPED BLM 1976. BEARINGS ARE BASED ON A MODIFIED US STATE PLANE COORDINATE SYSTEM, COLORADO SOUTH ZONE, NAD 1983.
- 4. LINEAL UNITS REPRESENTED HEREON ARE SHOWN IN U.S. SURVEY FEET OR A DECIMAL PORTION THEREOF.
- 5. THIS SURVEY IS VALID ONLY IF A PRINT HAS ORIGINAL SEAL AND SIGNATURE OF SURVEYOR
- 6. ANY PERSON WHO KNOWINGLY REMOVES, ALTERS, OR DEFACES ANY PUBLIC LAND SURVEY MONUMENT AND/OR BOUNDARY MONUMENT OR ACCESSORY, COMMITS A CLASS TWO (2) MISDEMEANOR PURSUANT TO C.R.S. 18-4-508
- 7. THE WORD CERTIFY AS USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THIS SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE, EXPRESSED OR IMPLIED.
- 8. THIS SURVEY IS PREPARED FOR THE EXCLUSIVE USE OF THE PARTY OR PARTIES INDICATED WITHIN THE SURVEYOR'S STATEMENT. SAID STATEMENT DOES NOT EXTEND TO ANY UNNAMED PERSON OR PARTIES WITHOUT AN EXPRESS STATEMENT BY THE SURVEYOR NAMING SAID ENTITIES.
- 9. 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.
- 10. THE LOCATIONS FOR UNDERGROUND UTILITIES ARE BASED ON VISIBLE SURFACE EVIDENCE, MARKINGS PROVIDED BY THE UTILITY NOTIFICATION SERVICE OF COLORADO, AND INDIVIDUAL UTILITY SERVICE PROVIDERS MAPPING. LOCATIONS OF UNDERGROUND UTILITIES MAY VARY FROM THE LOCATIONS SHOWN HEREON. ADDITIONAL BURIED UTILITIES AND STRUCTURES MAY BE ENCOUNTERED WITHIN THE SURVEY AREA. NO EXCAVATIONS WERE MADE DURING THIS SURVEY TO VERIFY THE LOCATIONS SHOWN HEREON. ALL UNDERGROUND UTILITIES AND STRUCTURES MUST BE FIELD VERIFIED BY THE APPROPRIATE AGENCY OR UTILITY PROVIDER PRIOR TO THE COMMENCEMENT OF ANY EXCAVATION PURSUANT TO CRS 9-1.5-103.
- 11. BENCHMARK: ELEVATIONS SHOWN HEREON ARE BASED UPON A SITE BENCHMARK HAVING AN ELEVATION OF 8707.01 FEET. SAID BENCHMARK IS A CDOT CONTROL MONUMENT 3—1/4" ALUMINUM CAP ON 3/4" ALUMINUM ROD, LOCATED AT MILE POST 71.7.

PLATS OF RECORD:

- 1) COLORADO DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLANS, PROJECT NO. S0150(3).
- 2) COLORADO DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY PLANS, PROJECT NO. NH145A-045.
- 3) DEPENDENT RESURVEY AND SURVEY OF A PORTION OF T.43N., R.9W., N.M.P.M., APPROVED JULY 24, 1980.
- 4) SUBDIVISION OF TOWNSHIP 43N., RANGE 9W., N.M.P.M., APPROVED DECEMBER 30, 1882.
- 5) PLAT OF THE DENVER PLACER, M.S. 12119, RECORDED IN THE LAND SURVEYORS RECORDS ON NOVEMEBR 17, 1988 IN PLAT BOOK 1 AT PAGE 857.
- 6) SUBDIVISION OF THE NAVIKE PLACER AND THE DENVER PLACER BY ROBERT D. CALLARD, DATED OCTOBER 2, 1986.

PATENT RESERVATIONS:

(SEE SHEET 3 OF 5)

- 1. THAT THE GRANT HEREBY MADE IS RESTRICTED IN ITS EXTERIOR LIMITS TO THE BOUNDARIES OF THE SAID MINING PREMISES, AND TO ANY VEINS OR LODES OF QUARTZ OR OTHER ROCK IN PLACE, BEARING GOLD, SILVER, CINNABAR, LEAD, TIN, COPPER OR OTHER VALUABLE DEPOSITS.
- 2. THAT SHOULD ANY VEIN OR LODE OF QUARTZ OR OTHER ROCK IN PLACE, BEARING GOLD, SILVER, CINNABAR, LEAD, TIN, COPPER OR OTHER VALUABLE DEPOSITS, BE CLAIMED OR KNOWN TO EXIST WITHIN THE ABOVE DESCRIBED PREMISES AT THE DATE SET FORTH THEREIN, THE SAME IS EXPRESSLY EXCEPTED AND EXCLUDED FROM THESE PRESENTS.
- 3. THAT THE PREMISES HEREBY CONVEYED MAY BE ENTERED BY THE PROPRIETOR OF ANY VEIN OR LODE OF QUARTZ OR OTHER ROCK IN PLACE, BEARING GOLD, SILVER, CINNABAR, LEAD, TIN, COPPER OR OTHER VALUABLE DEPOSITS, FOR THE PURPOSE OF EXTRACTING AND REMOVING THE ORE FROM SUCH VEIN OR LODE, SHOULD THE SAME, OR ANY PART THEREOF, BE FOUND TO PENETRATE, INTERSECT, PASS THROUGH OR DIP INTO THE MINING GROUND OR PREMISES HEREBY GRANTED.
- 4. THAT THE PREMISES HEREBY CONVEYED SHALL BE HELD SUBJECT TO ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING OR OTHER PURPOSES, AND RIGHTS TO DITCHES AND RESERVOIRS USED IN CONNECTION WITH SUCH WATER RIGHTS.
- 5. THAT IN THE ABSENCE OF NECESSARY LEGISLATION BY CONGRESS, THE LEGISLATURE OF COLORADO MAY PROVIDE RULES FOR WORKING THE MINING CLAIM OR PREMISES HEREBY GRANTED, INVOLVING EASEMENTS, DRAINAGE, AND OTHER NECESSARY MEANS TO THE COMPLETE DEVELOPMENT THEREOF.
- 6. A RIGHT OF WAY THEREON FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES OF AMERICA.

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- SHEET 1 PROPERTY DESCRIPTION AND CERTIFICATES
- SHEET 2 DECLARANT CERTIFICATE
- SHEET 3 PERIMETER BOUNDARY CONTROL/EXISTING EASEMENTS
- SHEET 4 CREATED BOUNDARIES AND BUILDING ENVELOPES
- SHEET 5 EASEMENT OVERVIEW
- SHEET 6 TRAILS/DRAINAGE/SIDEWALK/IRRIGATION/LOT 2B ACCESS
 SHEET 7 SMPA/SOURCE GAS/TRISTATE/ASSOCIATION/LOT 1 EASEMENTS
- SHEET 8 EASTÉRN PROJECT EASEMENT ENLARGEMENT

RECORDER'S CERTIFICATE

This plat was filed for record in the office of the San Miguel County Clerk and Recorder on this _____ day of _____, 20____, at Reception No. _____,

SUBMITTED FOR REVIEW

San Miguel County Clerk

SHEET 1

Certificates and Surveyor Notes

October 19, 2022

Society Turn PUD/Subdivision Plat SHEET 1 Project Number 20007



Society Turn PUD/Subdivision Plat

located within a portion of Sections 32 and 33, Township 43 North, Range 9 West, N.M.P.M., San Miguel County, State of Colorado.

DECLARANT'S	PLAT	CERTIFICATE	

Effective Date :_____, 202____

Genesee Properties, Inc., a Wyoming corporation ("Declarant"), as the current fee simple owner of the Property, does hereby state and affirm as follows:

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

- A. "Act" means the Colorado Common Interest Ownership Act, Section 38-33.3-101, et sea. of the Colorado Revised Statutes, as it may be amended from time to time.
- B. "Association" means The Society Turn Business Park Homeowners Association, Inc., a Colorado nonprofit corporation, its successors and assigns.
- C. "Building Envelope" means that portion of a Lot or further divided Lot and/or Unit which is depicted and designated as a "Building Envelope" on this Plat.
- "BOCC Approval Resolutions" mean those certain resolutions adopted by the County Board of County Commissioners reflecting the County Approvals.
- E. "Common Area" means any portion of the Community designated in the Declaration or on this Plat or any Supplemental Declaration or Supplemental Plat as a General Common Area or a Limited Common Area, which are owned or leased or maintained by the Association for the common use and enjoyment of the Owners and Occupants or some of them. The Parcels are contemplated to be designated as Common Areas at such time that Declarant transfers title to the Parcels to the Association.
- F. "Community" means the Society Turn Business Park Subdivision/PUD, which is intended to be a Colorado common interest ownership community formed in accordance with the Act and pursuant to the Declaration and Plat. as amended from time to time.
- G. "Community Governing Documents" means the basic documents creating and governing the Community, including, but not limited to, the Declaration, this Plat, the Articles of Incorporation and Bylaws of the Association, the Design Guidelines and any Rules and Regulations and/or Policies promulgated by the Association and any other documents, policies and procedures relating to the Community adopted by the Association or the Board pursuant to the Declaration or the Act, as the same may be supplemented or amended from time to time. The Desian Guidelines are further defined and described in the Declaration.
- H. "County" means San Miguel County, Colorado.
- "County Approvals" means those certain land use entitlement approvals concerning the Property and the Project that have been granted by the County following its review of the Applications, the terms and conditions of such approvals are as reflected in the BOCC Approval Resolutions, the Plat, the SIA, and this Development Agreement.
- J. "County Approval Documents" means the various documents, agreements, plats, resolutions reflecting terms, conditions and requirements associated with the County Approvals, including, without limitation, the BOCC Approval Resolutions, this Plat, the Development Agreement, the SIA and the Community Governing Documents, as such terms are defined in the Declaration.
- K. "County Tracts" means certain of the individually platted Tracts, which will be conveyed to Tract A and Tract B. The County Tracts will not be annexed into the Community nor subjected to the Community Governing Documents, but will be subjected to the terms and conditions of this Plat and any agreements entered into by the Parties.
- "County Enforceable Restriction" means those provisions established in the Community Governing Documents that also run to the benefit of the County that may be specifically enforced by the County and may not be modified without the prior written consent of the
- M. "County Laws" means the LUC, the Comprehensive Plan, the TRAMP, the County Building Code, the County Road Design Standards, the County Floodplain Regulations, such other duly adopted County laws, codes or regulations pertaining to the development and use of Property.
- N. "Declarant" means Genesee Properties, Inc., a Wyoming corporation, its successors and
- O. "Declaration" means the Declaration of Covenants, Conditions and Restrictions for Society Turn PUD/Subdivision, recorded on _____, 202_ at Reception No.__ in the Official Records, as amended and supplemented from time to time.
- P. "Design Review Committee" means the Design Review Committee provided for in the
- Q. "Development" means the development of the Property, authorized by the County, as stated in and evidenced by the County Approvals and the County Approval Documents, as may be amended from time to time. The Development consists of certain platted Lots, Parcels and Tracts, which are designated on this Plat or an amended or Supplemental Plat as either a Lot. an Association Parcel, a County Tract or the Sewer Plant Tract together with all Improvements
- R. "Development Agreement" means the Development Agreement for the Property and Project memorializing terms and conditions of the County Approval Requirements, which is being executed in connection with this Plat and recorded on _____, 202__ at Reception No._____ in the Official Records.
- S. "Improvements" means any improvements, structural or otherwise, alterations, additions, repairs. excavation, aradina, landscaping or other work which in any way alter any property within the Community, or the improvements located thereon, from its natural or improved state existing on the date the Declaration or a Supplemental Declaration for such property was first Recorded, including, but not limited to, dwelling units, buildings, outbuildings, additions, hot tubs, patio covers, awnings, the painting, staining or other change of any exterior surfaces of any visible structure, walkways, outdoor sculptures or artwork, sprinkler or irrigation systems, garages, carports, roads, driveways, parking areas, pathways, ponds, OWTS Systems, ditches, fences, screening walls, retaining walls, rockfall mitigation fences, walls and barriers, stairs, decks, flag poles, fixtures, landscaping (including the addition, alteration or removal of any tree, shrub or other vegetation and any berming and any noise attenuation walls or barriers), hedges, windbreaks, plantings, planted trees and shrubs, gardens, poles, signs, tanks, solar equipment, wind harnessing or other energy generating equipment, exterior air conditioning, water softener fixtures, utilities, irrigations lines and systems, antennae and satellite dishes or receivers. Once an Improvement has been constructed or accomplished on a property within the Community, any subsequent alteration of or addition to or removal of that Improvement shall also constitute an "Improvement" hereunder. Unless otherwise provided for, the Improvements which constitute infrastructure serving the Community will be operated and maintained by the Association, subject to reimbursement by other Lot owners as a Common
- T. "Limited Common Area" means a Common Area, if any, that is designated by the Declaration or this Plat or an amended or a Supplemental Plat as a Limited Common Area, for the exclusive use of one or more Lots in the Community but fewer than all of the Lots.
- U. "Lot" means certain individually platted Lot as so designated on this Plat. The size, location and orientation of each Lot which generally corresponds with the Planning Areas

indicated on the site plans reviewed by the County and acted upon by the County with the County Approvals. Each "Lot" may be conveyed to third parties for the use and development of Improvements allowed by the County Approvals. Each Lot is expected to accommodate one or more buildings and in the event of multiple buildings, the County shall approve a further subdivision of Lot into one or more smaller Lots or created as separate units under a condominium or land condominium regime, with each resulting Lot or Unit capable of development of uses and improvements allowed by the County Approvals. The Lots will be annexed into the Community and subjected to the Community Governing Documents.

- V. "Official Records" means the Office of the Clerk and Recorder of San Miguel County,
- W. "Parcel" means those portions of the Community which are designated as a Parcel on this Plat or an amended or Supplemental Plat, together with all Improvements and appurtenances thereto. Initially, the Parcels consist of Parcel 1, Parcel 2, Parcel 3 and Parcel 4 as depicted on this Plat. The Parcels are annexed into the Community and subjected to the Community Governing Documents, provided that the ownership and use of the Parcels shall occur as provided for in the Community Governing Documents, including this Plat. The Parcels are ultimately intended to be designated as General Common Elements, the timing for such designation and the usage of which as well as the nature of the usage are as provided for on this Plat and/or in the Declaration. Initially, Parcel 2 shall be conveyed to the Association. designated as a General Common Area and made available for use by the Association and the Owners of Lots and the Association following the recordation of this Plat and the completion of infrastructure improvements contemplated by the Declarant to be constructed on Parcel 1. Parcel 1. Parcel 3 and Parcel 4 shall be conveyed to the Association, designated as a General Common Area and made available for use by the Association and Lot Owners, individually or collectively, at such times that Declarant executes and records a deed conveying Parcel 1, Parcel 3 and Parcel 4 to the Association, which shall occur at such time that development is occurring on Lots 2B-Lot 5, necessitating use and access of Parcel 1, Parcel 3 and Parcel 4 in connection with such development. Prior to the conveyance of Parcel 1, Parcel 3 and Parcel 4 to the Association, the Declarant shall continue to own Parcel 1, Parcel 3 and Parcel 4 and shall determine its use and operation, which usage could include for agricultural purposes. Before conveying Parcel 1, Parcel 3 and Parcel 4 to the Association, Declarant hereby grants and conveys a revocable license to the Association to enable the Association to have access to the Parcels to perform its duties, obligations and requirements, such as the maintenance and repair of infrastructure located within or upon the Parcel. Following the conveyance of a Parcel to the Association (and not before), the Parcels shall be deemed to be and designated as a "General Common Area" or "GCA" and available for use as a General Common Area.
- X. "Plat" means this Plat, as may be amended or supplemented from time to time.
- Y. "Private Roads" means each of the roads located within the Community, which are being designed and installed to provide access to the Lots and Parcels, excluding the County Tracts and the Sewer Plant Tract which would be accessed by other means. The Private Roads are depicted, described and so designated on this Plat. The Private Roads are not being dedicated for public usage, but the Declarant is granting the County a public access use easement as provided for hereinbelow. The Private Roads will be initially be owned by the Declarant and eventually conveyed to the Association. The Private Roads will be operated and maintained by the Association, subject to reimbursement by the Lot Owners authorized to use the roads as a Common Expense.
- Z. "Property" means the real property depicted and legally described on this Plat.
- AA. "SIA" means the Subdivision Improvement Agreement for the Property and Project indicating the manner, method and timing for the development to initiate and complete the installation and/or construction of the subdivision infrastructure. The SIA is being executed in connection with this Plat and was recorded on ______, 202__ at Reception No.___ in the Official Record
- BB. "Subdivision" means the Society Turn Business Park Subdivision/PUD, as established by the
- CC. "Sewer Plant Tract" means the individually platted Tracts, which will be conveyed to the Town of Telluride as provided for in the County Approval Documents. The Sewer Plant Tract consists of Tract C. The Sewer Plant Tract will not be annexed into the Community or subjected to the Community Governing Documents, but will be subjected to the terms and conditions of this Plat and any agreements entered into by the Parties.

- 1. With the execution and recordation of the Declaration and this Plat, Declarant, for itself and its successors and assigns, has submitted the Property to ownership and use as a planned community under and pursuant to the provisions of the Act and to the Declaration and this Plat. The Community shall consist of the Lots. Parcels and Tracts which are initially designated, depicted and described on this Plat or may be reflected in an amended or supplemental Plat and further described in the Declaration. The Lots and Parcels are hereby annexed into the Community; provided, however, that the Tracts, consisting of the County Tracts and the Sewer Plant Tract as each are depicted hereon, are not intended to be annexed into the Community and, therefore, are not be subjected to the Community Governing Documents. This is a Plat as contemplated by and described in the Declaration and the Act.
- 2. Declarant has reserved certain declarant rights, special declarant rights and development rights ("Reserved Declarant Rights") over the Property, as the same are stated and described in the Declaration. Some or all of the Reserved Declarant Rights may be exercised from time to time on some or all of the Lot or Association Parcels, depicted on this Plat.
- 3. Declarant will record the Declaration and execute such other pertinent Community Governing Documents prior to the sale or conveyance of any of the Lot or subsequently platted Lots or Units to an unaffiliated third party. The uses, activities and development occurring on a Lot or an Association Parcel are governed by and subject to the terms and conditions of the County Approval Documents and the Community Governing Documents, as may be amended or supplemented from time to time.
- 4. All Improvements must be located within the Building Envelope designated on a Lot or subsequently platted Lots or Units. If a Lot is further divided into a Lot and/or Unit, the platting will reflect an adjustment to the Building Envelope to correspond with the boundaries of the Lot or Unit. Development within a Building Envelope shall occur as provided for in the County Approvals and the Community Governing Documents. Disturbance, approved by the Design Review Committee, shall be allowed outside the Building Envelope for site excavation, grading or clearing activities, underground utilities, irrigation and drainage systems, access driveways, sidewalks, landscaping, and other improvements supporting the development. A Building Envelope may be modified if approved by the Association and County in the manner provided for in the Declaration, including Section ______.
- 5. Portions of certain Lots may experience certain geologic hazard conditions. Development and construction on affected Lots may require special geotechnical engineering and construction practices. The affected Lots are identified and the conditions and mitigation requirements are stated in the County Approval Documents, the Declaration and the Geologic Hazard Assessment
- 6. Prior to the commencement of infrastructure work in the Community shall obtain a Colorado stormwater management permit covering the work.
- Development may occur on a portion of a Lot or Association Parcel located within a wetland buffer zone as established on the approved preliminary development plan for the Project referenced in the Resolutions, provided that prior to any site disturbance within the wetland buffer zone, the owner has applied for a wetland buffer permit with the County. The

wetland buffer permit shall be reviewed administratively by the County Planning Director and shall be issued upon a finding by the Planning Director that during construction, good management and protection practices will be utilized to protect and avoid disturbances to the wetland associated with the wetland buffer zone. The Planning Department shall require the use of silt fences and straw bales to protect the affected wetlands associated with Remine Creek and the San Miguel River, as necessary and appropriate, with native species approved by the County Environmental Health Department.

- 8. Each Lot or Association Parcel shall be required to meet any applicable sediment and erosion control measures at the time of development contained in any County or State adopted
- 9. In the event a Lot is being developed as a hotel/motel, each of guest rooms shall be designated and mapped as one unit and shall not be mapped and designated as separate units that can be individually sold; it is the intent that the hotel/motel shall not be developed as a
- 10. Declarant, as the current, fee simple owner of the Property, does hereby create, establish, grant, convey and reserve certain perpetual, non-exclusive easements ("Easements") as described below and/or as established in the Declaration. The areas upon which various the Easements are being established ("Easement Areas") are as indicated on this Plat, unless the Easement is intended to be a blanket easement. The Easements are being established by Declarant for the particular purposes and uses stated below or in the Declaration and are hereby dedicated, reserved and granted to Genesee Properties, Inc., a Wyoming corporation, as the developer of the project and its designees and assigns, and for the Association, and for the Owners of each Lot or Parcel in the Community, their respective heirs, successors and assigns and; with respect to any utilities created, to each utility provider, if any, which is responsible for the ownership, use, management or maintenance of the particular utility ("Authorized Users"). Unless otherwise specifically provided, the Easements are not intended to benefit the Sewer Plant Tract and the County Tracts. The rights of the Association under the Plat Established Easements shall be "Association Property" as provided for in the Declaration. When undertaking a use allowed hereunder, the party performing the work is responsible for restoring the property impacted by the work to the condition that existed prior to the impacting work. If the Declarant or Association desire to amend any of these Easements, including the location thereof, the Declarant or Association can file a separate instrument reflecting the modifications, which reference this Plat and need not cause an amendment to this Plat to be executed and recorded to accomplish the modifications. Any such separate agreement, when properly signed and recorded shall have the effect of modifying, relocating or terminating the particular easement as depicted on this Plat, without the need of amending of modifying this Plat. Nothing herein is intended to, nor shall it constitute a public dedication or conveyance of the Easements or Easement Areas, nor shall it give rise to any right for public access or usage of any portion of the Easements or Easement Areas.
- A. ACCESS EASEMENT. An "Access Easement" enabling pedestrian and vehicular access for the use and benefit of certain Lots and Parcels within the Community over certain portions of the Community as depicted and described on this Plat. The Declarant, the Association and/or the owner of a Lot benefitted by the Access Easement is authorized to design, install, use, operate, repair, replace, uparade, and maintain an access driveway and related facilities. The Association. Declarant or Owner of a benefitted Lot shall have the right to install, use, operate, repair and maintain the driveway and related improvements occurring on the Lot. Should the Association undertake such work, the Association can allocate the cost and expense of such work to benefitted Lot. Initially, the Access Easements that are contemplated to occur include: (a) an Access Easement on a portion of Parcel 1 for the use and benefit of Lot 1 in the area depicted and described on the Plat: "Lot 1 Access Easement" (b) an easement on a portion of Lot 1 for the use and benefit of Declarant and the Association to perform snow removal for the Community and for general access to and from Parcel 1 for general use, maintenance and operation purposes, "Association Access Easement".
- B. BLANKET EMERGENCY SERVICES EASEMENT. A blanket emergency services easement for the use and benefit of all police, sheriff, fire protection, ambulance and other similar emergency agencies or persons, now or hereafter serving the Community and its Owners and Occupants, and the County staff in the performance of their official duties, including, efforts to insure compliance with the County Approval Requirements an easement over, upon, along and across all Parcels within the Community, for use in the lawful performance of their duties.
- C. EMERGENCY USE ACCESS EASEMENT. An "Emergency Access Easement" enabling for emergency access to and from the property to the easterly access point of the Property that connects to State Highway #145. The Emergency Access is located over a portion of the Property depicted and described on this Plat as the "Emergency Access". The Emergency Access is granted for the use and benefit of Declarant, the Association and each owner of the Lots and Parcels in the project. An Authorized User is authorized to design, install, use, operate, repair, replace, upgrade and maintain an access driveway and related facilities within the area of the Emergency Access as shown on this Plat
- D. GRADING EASEMENT. A "Grading Easement" allowing for the grading of land to accommodate the installation, use, operation and maintenance of various Improvements within the Community. The Grading Easement will allow an Authorized User to have reasonable access to perform such work.
- E. IRRIGATION EASEMENT. An "Irrigation Easement" which easement area is located and depicted on this Plat, which is intended to accommodate the installation, use, operation, repair and maintenance of certain irrigation facilities to deliver and disburse irrigation water to various portions of the Community. The irrigation facilities will be owned, operated, maintained and repaired by the Association as a common expense, which the Association can allocate on a prorata basis to development occurring in the community, which are benefitted or served by such facilities.
- F. IRRIGATION/STORAGE TANK EASEMENT. An "Irrigation/Storage Tank Easement" which easement area is located and depicted on this Plat, which is intended to accommodate the installation, use, operation, repair and maintenance of storage tanks, used in connection with irrigation systems serving the Community. The storage tanks are deemed to be part of the system associated with the irrigation facilities and will be owned, operated, maintained and repaired by the Association as a common expense, which the Association can allocate on a prorata basis to development occurring in the community, which are benefitted or served by such facilities.
- G. LOT 2B ACCESS EASEMENT. An easement for pedestrian and vehicular access to and from Lot 2B over a portion of the Sewer Plan Tract as depicted and described on this Plat, to and from Lot 2B and internal roads within the Community. The Declarant, the Association and/or the owner of Lot 2B is authorized to design, install, use, operate, repair, replace, upgrade, and maintain an access driveway and related facilities within the area of the Lot 2B Access Easement shown on this Plat. The Lot 2B Access Easement may be modified, amended or terminated with the written approval of the Declarant, the owner of Lot 2B and the owner of the Sewer Plant Tract. The owner of the Sewer Plant Tract may have access to a driveway if constructed to provide access to Lot 2B, which access is limited to operation, repair and maintenance of the improvements to the Regional Sewer Facility, provided that such usage rights do not authorize access over the other roads and driveways in the Community. The Association, Declarant or Owner of Lot 2B shall have the right to install, use, operate, repair and maintain the driveway and related improvements occurring on Lot 2B. Should the Association undertake such work, the Association can allocate the cost and expense of such
- H. SIDEWALK EASEMENT. A "Sidewalk Easement" which easement area is located and depicted on this Plat, which is intended to allow for the installation, use, operation, repair and maintenance of certain sidewalk facilities to enable pedestrian use and access to and from the Community. The sidewalk facilities will be owned, operated, maintained and repaired by the Association as a common expense, which the Association can allocate on a prorata basis to development occurring in the community, which are benefitted or served by such facilities.

- I. SITE DRAINAGE DISCHARGE EASEMENT. A "Site Drainage Discharge Easement" which easement area is located and depicted on this Plat. which is intended to allow for the installation, use, operation, repair and maintenance of certain drainage facilities serving development in the Community. The allowable drainage facilities shall provide for carrying and allowing for the discharge of surface water from Improvements on Parcels and Lots and from roads, driveways or trails over the established easement area for the Site Drainage Discharge Easement. No improvements shall be constructed, installed or placed within the Site Drainage Discharge Easement that will impede the flow of water located within the established Site Drainage Discharge Easement. The Site Drainage Discharge Easement is intended to extend to the limits of flow lines and may be modified from time to time by the Declarant should the flow line limits be altered or refined. The drainage facilities installed sidewalk facilities will be owned, operated, maintained and repaired by the Association as a common expense. The drainage facilities will be owned, operated, maintained and repaired by the Association as a common expense, which the Association can allocate on a prorata basis to development occurring in the community, which are benefitted or served by such facilities.
- J. SLOPE EASEMENT/RETAINING WALL EASEMENT. A "Slope Easement" allowing for the grading of land and/or the lavback of soils and related activities associated with infrastructure work for the project, provided a party burdened by a Slope Easement, where appropriate, may propose the installation of retaining walls or other similar types of facilities that would enable a reduction or change to the area impacted by the Slope Easement. In such instances, the party burdened by the Slope Easement shall prepare plans for the change to the impacted property, for review and action by the Declarant, which Declarant may grant or withhold in its discretion. Any design and construction work would be done at the cost and expense of the party proposing the work and shall be completed in accordance with all terms. conditions and requirements of the Declarant. At such time that the work is completed, Declarant agrees to execute an amendment to the Slope Easement modifying the Slope Easement accordingly and converting the easement to a "Retaining Wall Easement". The Retaining Wall Easement will allow an Authorized User to inspect, maintain, repair and replace the Retaining Wall from time to time and have reasonable access to perform such work. Declarant reserves the right to approve or deny in its discretion, the construction or placement of other improvements or other alterations to the land upon which the Slope Easement or Retaining Wall Easement are located. The areas of the slope and/or the retaining wall improvements shall be installed, operated, maintained and repaired by the owner of the Lot upon which the slope and/or the retaining wall improvements are located at the cost and expense of the Owner.
- K. UTILITY EASEMENT. An easement to accommodate utilities serving the Property depicted and described on "Utility Easement", which is located over a portion of the Property depicted and described on this Plat as a Utility Easement. An Authorized Users may use the area of the Utility Easement only for the installation, maintenance, inspection, repair, replacement and use of (a) underground utilities, including, without limitation, water, sewer, irrigation lines and facilities, power, telephone/fiber optic/cable television, natural gas and the like, (b) above ground utility pedestals, junction boxes, transformers, gas line facilities, and the like necessary for the systems occurring within and serving the Community, provided that such facilities are do not impact development and are suitably screened as determined by the Declarant and Association, and (c) other uses determined by Declarant or Association to be necessary for the development of the subdivision provided that an Authorized Users using the easement area shall undertake an authorized use in a manner that minimizes impacts to the affected land and that the user promptly regrades and restores the property to its condition preceding the authorized uses. The utility facilities will be owned, operated, maintained and repaired by the Association (unless otherwise used and operated by a particular utility provider) as a common expense. which the Association can allocate on a prorata basis to development occurring in the community, which are benefitted or served by such facilities.
- L. WELL FIELD EASEMENT. An easement to accommodate the placement, use and operation o one or more underground water wells serving land owned by third parties (including the Aldasoro Ranch subdivision) with pre-existing rights on the Society Turn Parcel. These rights include the ability of the Declarant, the Association or the authorized third party to drill, develop, use, operate, repair and maintain a well along with associated pumps, lines and to install necessary utilities. The location of the "Well Field Easement" is depicted and described on this Plat. At such time that a well may be sited and constructed, the Well Field Easement will be modified and reduced in area to the minimum area required to continue the use, operate, repair and maintain the well.

The property platted hereon is subject to certain other/prior easements as shown hereon, which have been established by other documents or instruments and which may be modified. amended and/or vacated by separate instruments as noted on this Plat.

WITNESS WHEREOF, Declarant has executed this Plat	as of the	<i>Effective</i>	Date.		
ECLARANT					
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e foregoing was acknowledged before me on , as the			, 20	02	by
roperties, Inc., a Wyoming corporation.			0/ 00	2110300	
TNESS my hand and official seal.					
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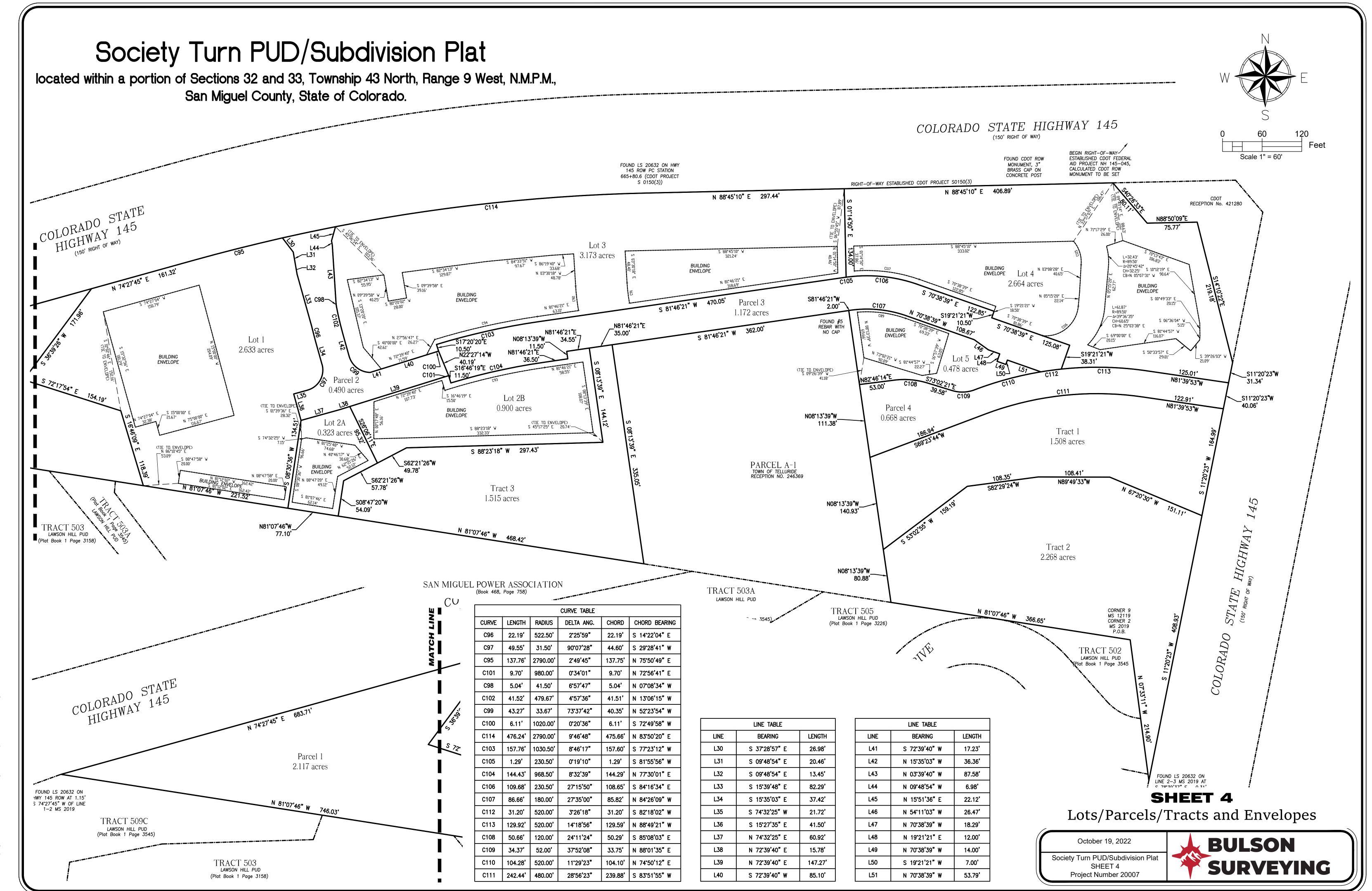
SHEET 2 Declarant Certificate and Notes

October 19, 2022

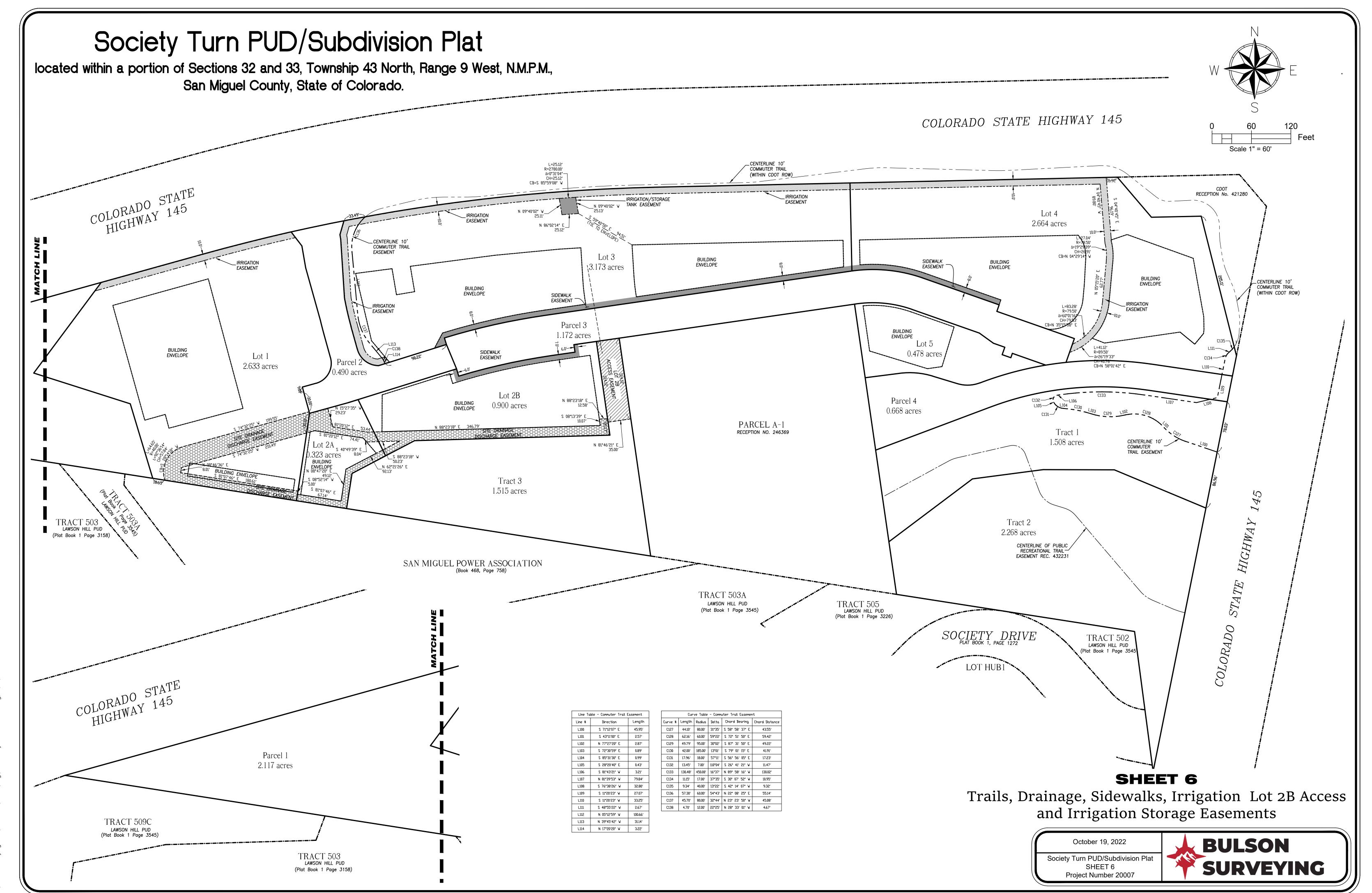
Society Turn PUD/Subdivision Plat Project Number 20007



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