

The Panadero Property Owners Association have concerns about the RV Park proposed in the HC CUP Application # 22-53 and we expressed those in our letter to the HC Planning Commission dated December 6, 2022. Here are responses to the questions raised during that meeting and some additional comments/concerns our PPOA has received from members since that time:

1. We have provided copies of the original filing of the Panadero Subdivision as filed in 1982. It clearly depicts the areas zoned for Urban Single and Multi-family use parcels throughout the subdivision and as approved the then BOCC. The only Commercial property in the entire subdivision is clustered around the bottom of the old ski area. There are no other designations other than the Urban Single and Multi-family use parcels and those areas designated for Common Use or open space for members enjoyment. We will have large maps of this and the original land use maps for viewing by the HCPC at the 12/22/22 meeting.
2. A question was also raised by the Commission at their CUP 22-53 hearing on December 8th as to what land does the Panadero Property Owners Association (PPOA) own? We have attached a copy of a Settlement Agreement from the District Court – Huerfano County dated 7/9/1996 explicitly stating in the Agreement and depicting Exhibit A of that agreement the lands to be used for Common Use and special warranty deeds related to such Agreement. There are parcels surrounding Tract 3 that are clearly for Common Use. Further, the Agreement sets out what can be done on certain Tracts throughout the original Panadero Subdivision as agreed in the original filing in 1982. Representatives from the PPOA will have an Official copy of this document with the County Seal affixed to share at the 12/22/22 HCPC meeting.
3. Further, for over forty years the Panadero Property Owners Association (PPOA) has operated within the Panadero Subdivision, handling many overarching issues that benefit the entire subdivision and all HOAs. These have included paying for Mag Chloride for dust control on County roads such as the entire Panadero Loop, spent close to \$100K on wildfire mitigation efforts in and surrounding the subdivision and contributed to the Spanish Peaks Wildfire Organization for their fire mitigation efforts throughout Cuchara. The same is true for the mailboxes structure, signage throughout the subdivision and a \$30K + trash structure that benefits the County and the Cuchara Mountain Park. We are a subdivision with common use and PPOA land that all in our community enjoy and it was built for their peaceful enjoyment over the 30 + years. Dropping an RV Park smack dab in the middle of a long-established residentially zoned community makes no sense.
4. The lack of formal study and engineer supported plans to address such critical areas as the added large vehicle traffic, civil engineering plans for grade that certainly exceeds 20% on the targeted land, the nearby stream at the proposed entrance and waste dump station, the noise from the density of people/vehicles/generators is of great concern. There are rows of condos and several large single-family homes that look right down over the targeted parcel for development. Generators alone will run 24/7 for the enclosed RV'ers and send an unacceptable din throughout the valley. Crowding 35 RV sites and all the accoutrements planned will surely disrupt the peaceful enjoyment and pristine environment that all existing homeowners have come to cherish not to mention the impact on the flora and fauna on the targeted land. Elk, bear, deer etc. all still travel frequently through this quiet neighborhood. What would be the impact on them?
5. The lack of notification of all stakeholders throughout the Panadero Subdivision is clearly a major oversight. The Application makes a reference to neighboring property owners; the Sun

Watcher Condos have 28 units, the Applicant only mentions 1 - Sun Watcher Condo unit, #36. What about the other units that overlook this area that would be greatly affected? No Property Owners Associations or residents were contacted or made aware of this application. Specifically, no contact has been made with the Aspens at Panadero or the Sun Watchers Condos and they look directly down over the targeted property. What about the nearby single-family homes, some circa \$1.0 million in appraised values where owners have paid taxes for years and the need to keep them protected from this type of incompatible development on nearby land that is not mentioned in the original and BOCC approved Subdivision Filing? There are four or five homes that look directly over this area that an RV Park would spoil, devalue, and subject to unacceptable conditions. Need we say, the property owners would suffer significant devaluation on their properties if this were to be approved. HC would then experience significantly lower property tax revenue. We cannot imagine that can be made up from the RV Park property taxes.

6. The Phases to the proposed development are not time bound. Will it happen as planned, will the land be ravaged and then at some point the project stops and the area faces and eyesore? Should there be a surety bond posted or a letter of credit by the applicant to ensure that should this fail, the land is fully restored to its original state?
7. Other points that deserve proper engineering studies and consideration include dark skies (the whole county has dark sky regulations), it's only a couple hundred yards to USFS land and no trails close by to access that land, have they been consulted?

This proposed development clearly is not aligned with the Panadero Subdivision as originally planned and approved.

INDEXED

State of Colorado Filed for record the 1st day of July, A.D. 1982 at 340 o'clock P.M. ALBERT P. VIGIL RECORDER
County of Huerfano No. 227721 BOOK 364 PAGE 42 By Julia Neighan Deputy

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

PANADERO DEVELOPMENT FILING NUMBER TWO

This Declaration made this 26th day of May, 1982 by PANADERO SKI CORPORATION, a Colorado corporation, hereinafter called "Declarant".

WHEREAS, Declarant is the owner of certain real property in the County of Huerfano, State of Colorado, which is more particularly described in Exhibit "A" which is attached hereto and made a part of the Declaration; and

WHEREAS, Declarant desires to protect and enhance the value, desirability and attractiveness of said property for all parties having or acquiring any right, title or interest in the property described in said Exhibit "A"; and to this end, will convey the real property described in Exhibit "A" subject to the covenants, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each owner thereof; and

WHEREAS, Declarant, in order to insure that the purposes of this Declaration are carried out, agrees to cause the incorporation under the laws of Colorado of Panadero Two Property Owners Association, a non-profit corporation, for the purpose of administering and enforcing the covenants, conditions and restrictions and for such other purpose or purposes hereinafter set forth;

NOW, THEREFORE, Declarant hereby declares that the real property described in Exhibit "A" is and shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges, and liens, hereinafter sometimes referred to collectively as "covenants and restrictions", all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of said property. These covenants and restrictions shall run with said real property and shall be binding on all persons having acquired any right, title or interest in said property or any part thereof, and shall inure to the benefit of each owner thereof.

ARTICLE I
DEFINITIONS

The following terms, when used in this Declaration or any supplement or amendment thereto shall have the following meanings unless prohibited by the context:

- (a) "Architectural Control Committee" shall mean the committee of three or more persons appointed by the Board of Directors of Panadero Two Property Owners Association to review and approve the plans for all improvements constructed on the Properties.
- (b) "Association" shall mean and refer to the Panadero Two Property Owners Association.
- (c) "Common Area" shall mean and refer to all real property owned by the Association for the common use and enjoyment of the members of the Association.
- (d) "Declarant" shall mean and refer to Panadero Ski Corporation, a Colorado corporation.
- (e) "Developer" shall mean and refer to any person or entity who is the owner of two or more undeveloped lots or one or more multi-family tracts which he or it purchased directly from the Declarant.
- (f) "Lot" shall mean and refer to any one of the forty single-family residence platted lots shown upon the recorded subdivision plat of the Properties.
- (g) "Member" shall mean and refer to any person or entity who holds membership in the Association.
- (h) "Multi-family Tract" shall mean and refer to any one of the several numbered tracts designated "multi-family" as shown on the recorded plat of the Properties.
- (i) "Owner" shall mean and refer to the record owner, as shown in the records of the Huerfano County Clerk and Recorder, whether one or more persons or entities, of the fee entered in any Lot which is a part of the Properties except an owner who holds title or interest in any said Lot merely as security for the performance of an obligation.
- (j) "Properties" shall mean and refer to the real property described in Exhibit "A" and such additions thereto as may hereinafter be brought within the jurisdiction of the Association by annexation.

overhang shall be provided if gutters are not installed. Cutters and downspouts are required to be painted to blend with earthtone colors of the dwelling.

- (c) Only earthtone colors shall be used on exterior siding or garage doors.
- (d) Garage doors shall be wood or wood composition and be of a plain design.
- (e) All exterior walls shall be constructed of woods, stone, stucco or the following types of brick: sand brick, clinker brick and bricks without a sheen appearance, brick of a color that blends with natural surroundings. Standard red brick is an example of a disapproved material.
- (f) All fences shall be constructed of a natural colored wood or of color of material of the house.
- (g) All walls shall be constructed of stone, stucco or brick of a variety allowed for the construction of exterior walls of the dwelling.
- (h) All fences shall be of a screening, privacy or patio type fence. Chain link or property boundary and separation fences will not be allowed.

SECTION 5. Landscaping. No live existing trees or rocks shall be removed from the Lot unless required in construction of the dwelling or unless approved by the Committee. No exterior landscape watering or irrigation will be allowed, except for the re-establishment of the natural landscape after the initial construction period.

SECTION 6. Easements. Easements for the installation and maintenance of fences, utilities and drainage facilities are reserved as shown on the recorded plat of the Properties.

SECTION 7. Trash. No garbage, refuse, rubbish or cuttings shall be deposited on any Street, Road or Common Area nor on any Lot unless placed in a suitable container. The burning of trash is prohibited, it being intended that all refuse, trash and garbage be hauled from the Properties. Garbage cans are to be inside garages, behind decorative fencing or otherwise hidden from view to the street.

SECTION 8. Storage of Building Materials. No building material of any kind or character shall be placed upon any Lot except in connection with construction or maintenance approved by the Committee. As soon as building materials are placed on any Lot in such connection, construction shall be promptly commenced and diligently prosecuted.

SECTION 9. Commercial Enterprises, Nuisances. No manufacturing or commercial enterprises shall be conducted or maintained upon, in front of or in connection with any Lot or Lots or Condominiums. No noxious or offensive activity shall be carried on or upon any Lot, Condominium, Street, Road or Common Area, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to the neighborhood.

SECTION 10. Commercial Vehicles, Campers, Trailers. No commercial type vehicles and no trucks shall be stored or parked on any Lot except in a closed garage nor parked on any Street, Road or Common Area except while engaged in transport to or from a dwelling or the Common Area. For the purposes of this restriction, a truck having a three-quarter (3/4) ton manufacturer's rated capacity, commonly known as a pick-up truck, shall not be deemed to be a commercial vehicle or a truck. Campers and trailers shall be parked or stored at the rear of the Lot out of sight of the Street or kept in a garage.

SECTION 11. Free-standing Mailboxes. All free-standing mailboxes shall be of a wood design and construction approved by the Committee.

SECTION 12. Animals. No person shall be allowed to keep, breed or raise chickens, turkeys, cattle, horses, sheep, goats, swine, rabbits or other domestic farm or barnyard animals or fowl on any Lot or Condominium or other portion of the Properties, or erect thereon any building designed to house the same. This restriction shall not be construed to prohibit any person from keeping dogs, cats or other household pets on any Lot, provided they are not kept bred or raised for any commercial purpose. Horses may be ridden in the Common Area as specified by the Board of Directors. In the event an owner temporarily hobbles a horse in the Common Area, he shall be responsible to clean up the area utilized.

ARTICLE II
MEMBERSHIP

SECTION 1. Membership. Every person or entity who is an Owner as hereinabove defined or any lot or Condominium which is subject to assessment by the Association shall be a member of the Association. When more than one person is a record Owner of a Lot or Condominium, all such persons shall be Members.

No Owner shall have more than one membership. Membership shall be appurtenant to and may not be separate from ownership of any Lot which is subject to assessment by the Association. Ownership of such Lot or condominium shall be the sole qualification for membership.

SECTION 2. Classes of Membership. The Association shall have two classes of membership:

Class A - All the Owners as defined in Section 1 of this Article II with the exception of the Declarant and any Developers shall be Class A Members.

Class B - The Declarant and all Developers shall be Class B Members.

ARTICLE III
VOTING RIGHTS

SECTION 1. Class A Members. Those Class A Members holding an interest in any one Lot or Condominium shall collectively be entitled to one vote for said Lot or Condominium. The vote for each Lot or Condominium shall be exercised by the Owners thereof as they among themselves determine, but in no event shall more than one vote be cast with respect to any Lot or Condominium.

SECTION 2. Class B Members. Except as provided in Section 3 hereof, the Class B Members shall be entitled to three votes for each Lot or Condominium in which they hold the record interest, provided that the Class B membership shall cease on the happening of either of the following events, whichever occurs earlier: (a) when the total votes outstanding in the Class A membership equal the total votes outstanding in the Class B membership; or (b) on January 1, 1985.

ARTICLE IV
ANNEXATION OF ADDITIONAL PROPERTIES

SECTION 1. Except as provided in Section 2 of this Article, additional property shall be annexed to the Properties only by a two-thirds (2/3) vote of the votes represented by the Class A Members and a vote of two-thirds (2/3) of the votes of the Class B Members, if any, at a meeting of the Members, written notice of which setting forth the fact that the question of annexation shall be considered shall be sent to all Members not less than fifteen (15) nor more than fifty (50) days in advance of the meeting. The presence of Members or of proxies entitled to cast sixty percent (60%) of the votes of each class of membership shall constitute a quorum to vote on the annexation question. If the required quorum is not forthcoming at any meeting, another meeting may be called, subject to the notice requirements set forth above, and the required quorum at each subsequent meeting shall be one-half (1/2) of the required quorum of the preceding meeting. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

SECTION 2. If on or before the date of the incorporation of the Association, the Declarant should develop additional lands adjacent to the area described in Exhibit "A", such additional lands may be annexed to the Properties without the assent of the Class A and B Members by the Declarant recording a declaration to that effect. On the date and at the time said declaration is recorded, said lands shall be deemed a part of the Properties.

ARTICLE V
PROPERTY RIGHTS IN THE COMMON AREA

SECTION 1. Title to Common Area. Common Area, if any, shall comprise those areas designated as such by Declarant from time to time. The Declarant agrees to convey title to the Common Area to the Association promptly upon Resolution of the Board of Directors of the Association agreeing to accept title under such terms and conditions as indicated in any designation by Declarant.

AMENDMENT TO

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

PANADERO DEVELOPMENT FILING NUMBER TWO

THIS AMENDMENT, made this 21ST day of October, 1982, by
PANADERO SKI CORPORATION, a Colorado Corporation, hereinafter
called "Declarant".

WHEREAS, a certain Declaration was made by Declarant on the 26th
day of May, 1982, and recorded in the records of the Huerfano
County Recorder on the 1st day of July, 1982, in Book 364 at
Page 42; and

WHEREAS, Exhibit "A" to that Declaration is in error in that
the numbered designation of the lots is incorrect and Declarant
desires to amend to correct such error;

NOW THEREFORE, Exhibit "A" is corrected to read as follows:

EXHIBIT "A"

The land that is subject to this Declaration of Covenants,
Conditions and Restrictions of Panadero Development Filing Two
is described as follows:

Lots 75 through 114 inclusive of Panadero Development
Filing No. 2, Huerfano County, Colorado.

PANADERO SKI CORPORATION
a Colorado Corporation,
Declarant

By: [Signature]
President

ATTEST

[Signature]
Secretary



DISTRICT COURT, HUERFANO COUNTY, STATE OF COLORADO

Case No. 96 CV 46

DATE FILED: December 2, 1996

SETTLEMENT AGREEMENT

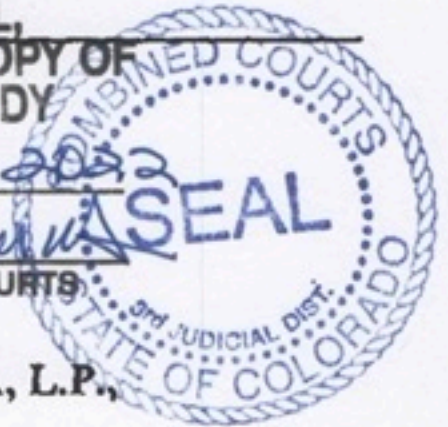
PATRICIA J. CONCANNON,
Plaintiff,

vs.

PANADERO PROPERTY OWNERS ASSOCIATION, SKI CUCHARA, L.P.,
and CUCHARA, L.C.,
Defendants.

CERTIFIED TO BE A FULL,
TRUE AND CORRECT COPY OF
ORIGINAL IN MY CUSTODY

DATED December 4, 1996
Ronald A. Casper
DEPUTY CLERK COMBINED COURTS



This Settlement Agreement ("Agreement") is entered into as of 7/26, 1996, by and between Patricia J. Concannon ("Plaintiff") and Ski Cuchara, L.P. ("SCLP"), and Cuchara, L.C. ("CLC") (SCLP and CLC are collectively referred to as Defendants) to evidence the agreement reached by such parties.

WHEREAS, SCLP is the owner and developer of certain real property located in Huerfano County, Colorado, and CLC is the general partner of SCLP; and

WHEREAS, Panadero Property Owners Association ("PPOA") is an organization of property owners owning real property in Huerfano County, Colorado, which property is located in the vicinity of the Ski Cuchara ski resort owned and operated by SCLP; and

WHEREAS, Plaintiff owns certain real property in Huerfano County, Colorado, in the vicinity of such ski resort and are members of PPOA, and

WHEREAS, a dispute has arisen with respect to the obligations of SCLP and CLC concerning the conveyance of certain real property located in Huerfano County, Colorado, and the future development of certain real property located in Huerfano County, Colorado; and

WHEREAS, Plaintiff filed an action in the District Court of Huerfano County, Colorado, under cause no. 96 CV 46, which action is styled *Patricia J. Concannon vs. Panadero Property Owners Association, Ski Cuchara, L.P., and Cuchara, L.C.* (The "Action") and seeks a declaratory judgment with respect to the matters in dispute; and

WHEREAS, Plaintiff, PPOA, SCLP and CLC met at a PPOA special meeting held on May 4, 1996, and reached an agreement to compromise and resolve the matters in dispute and to bring the Action to an end; and

In consideration of the foregoing, the mutual promises and undertakings contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Plaintiff, SCLP and CLC agree as follows:

1

On May 4, 1996, the parties agreed to a modification of Tract 6 and Tract M, which modification is attached hereto, marked Exhibit A, initialed by all parties and by this reference made a part hereof.

2.

Concannon, by execution of this agreement, does hereby agree that she will not object to the filing nor the approval of such Exhibit A, as a part of SCLP and CLC request for modification of Panadero filing No. 3, filed of record on March 16, 1983, under recording map no. 206-207, pocket no.4, folder no.2, pursuant to which Tract M and Tract 6 shall be restricted to single family lots as configured in said Exhibit which are not less than one-third acre in size and all houses constructed thereon shall contain at least 2000 square feet with a rear yard set back of at least sixty (60) feet.

3

No subsequent changes will be made in the configuration of Exhibit A, as it pertains to Tract M and Tract 6, without the written approval of Concannon.

4

Upon the execution of this agreement by all parties, Concannon will cause to be filed a Journal Entry of Dismissal, without prejudice, in Case No. 96CV46, Patricia J Concannon vs. Panadero Property Owners Association, Ski Cuchara L.P and Cuchara L.C.

5

The parties agree that although Exhibit A is a part of the Master Plan to be filed by SCLP and CLC, this agreement is limited to that portion thereof which modifies Tract 6 and Tract M, as designated in the original Master Plan previously approved by Huerfano County, Colorado.

6.

This agreement shall be filed in the property records of Huerfano County, Colorado and shall attach to and run with the land, upon the approval by the necessary governing body of said county

7

This agreement encompasses the entire agreement between the parties and shall not be changed without the consent of all parties in writing.

8.

This agreement shall be binding upon the parties hereto their respective successors, heirs, executors, administrators and assigns.

9

This agreement may be executed in one or more counterparts, each of which shall be deemed an original, when fully executed by all, of which together, shall constitute one and the same agreement.

Executed and Agreed:

Date: JULY, 1996

Patricia J. Concannon
PATRICIA J. CONCANNON

Date: JULY 26, 1996

SKI CUCHARA, L.P., a Texas limited partnership

By: Cuchara, ^{L.C.}~~L.P.~~, its general partner

By: Donald B. Huffines
Donald B. Huffines
President

Date: JULY 26, 1996

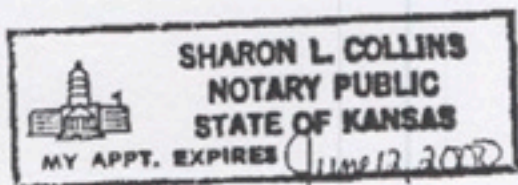
CUCHARA, L.C.

By: Donald B. Huffines
Donald B. Huffines
President

The State of KANSAS

County of STEVENS :

This instrument was acknowledged before me on this 2nd day of ~~July~~^{August}, 1996, by Patricia J. Concannon.



Sharon L. Collins
Notary Public, State of Kansas

Printed or Stamped Name of Notary:

SHARON L. COLLINS

My Commission Expires: June 12, 2000

The State of Texas:

County of Dallas:

This instrument was acknowledged before me on this 26th day of July, 1996, by Donald B. Huffines, President of Cuchara, L.C., general partner of Ski Cuchara, L.P., a Texas limited partnership, on behalf of said limited partnership.



Cheryl Moczygemba
Notary Public, State of Texas

Printed or Stamped Name of Notary:

Cheryl Moczygemba

My Commission Expires: 7/28/97

The State of Texas:

County of Dallas:

This instrument was acknowledged before me on this 26th day of July, 1996, by Donald B. Huffines, President of Cuchara, L.C., a Texas limited liability company, on behalf of said limited liability company.



Cheryl Moczygemba
Notary Public, State of Texas

Printed or Stamped Name of Notary:

Cheryl Moczygemba

My Commission Expires: 7/28/97

SPECIAL WARRANTY DEED

SKI CUCHARA, L.P., for the consideration of Ten Dollars and other good and valuable consideration in hand paid, hereby sells and conveys to **PANADERO PROPERTY OWNERS ASSOCIATION**, whose address is P. O. Box 508, La Veta, Colorado 81055, and its assigns, the following real property in the County of Huerfano, State of Colorado, to-wit:

Tracts C, E, the most northerly Tract G, and Tract H, all in Panadero Filing No. 1;

Tracts F and J, Panadero Filing No. 1, reserving unto Grantor a perpetual easement to use that portion of said tracts currently laid out for parking for public parking and storage of road maintenance equipment;

Tract I, Panadero Filing No. 2, reserving unto the Grantor a perpetual easement 60 foot in width for a road between Tracts 3 and 6 of said filing, the precise location of said easement to be determined;

Tract K, Panadero Filing No. 2, reserving unto Grantor two (2) perpetual easements 60 foot in width for roadways, the precise located to be determined;

Tracts G, L, M and N, Panadero Filing No. 3.

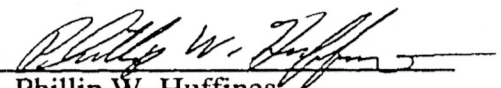
Grantor further reserves perpetual easements for future utilities across all property described herein, with the approval of the Panadero Property Owners Association, such approval not to be unreasonably withheld.

TO HAVE AND TO HOLD the said premises above bargained and described with the appurtenances, unto the grantee, grantee's successors and assigns forever. The grantor does hereby bind itself and its successors and assigns to **WARRANT AND FOREVER DEFEND** the above-bargained premises in the quiet and peaceable possession of the grantee, its successors and assigns against all and every person or persons claiming the whole or any part thereof, by, through or under the grantor, subject to 1996 general real estate taxes due and payable January 1, 1997, together with all reservations, easements, covenants and restrictions of record.

SIGNED as of the 30th day of July, 1996.

SKI CUCHARA, L.P.

By: Cuchara, L.C., its general partner

By: 
Phillip W. Huffines
Vice President

INDEXED

RECEPTION NO. A0326778 11.00 BK: 0416 PG: 0688-0689
151 JUDY BENINE HUERFANO CLERK/RECORDER 11/22/96 15:34

151 000

The State of Texas:

County of Dallas:

This instrument was acknowledged before me on this 6th day of November, 1996, by Phillip W. Huffines, Vice President of Cuchara, L.C., general partner of Ski Cuchara, L.P., a Texas limited partnership, on behalf of said limited partnership.



Cheryl Moczygemba
Notary Public, State of Texas

PANADERO DEVELOPMENT FILING NO. 2

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KNOW ALL MEN BY THESE PRESENTS: That Panadero Ski Corp., Dwight A. Harrison, President, P.O. Box 39, Cuchara, Colorado, 81055;

being the sole owner of the following described land:

A subdivision of a parcel of land located in the N.1/2 of Section 16, Township 31 South, Range 69 West of the 6th. P.M., Huerfano County, State of Colorado to-wit:

Beginning at the N.1/4 corner of said Section 16; thence S. 87-37-37 E., along the north line of said Section 16, a distance of 93.11 feet; thence S. 18-20-21 E., a distance of 1285.61 feet; thence S. 04-09-48 W., a distance of 325.00 feet to a point on the northerly right-of-way line of Panadero Avenue, as shown on the recorded plat thereof as filed for record in Huerfano County Records; thence along said Panadero Avenue right-of-way line the following twelve (12) courses:

- 1.) N. 85-50-12 W., a distance of 133.00 feet;
- 2.) on the arc of a curve to the right, whose radius is 120.00 feet, a distance of 38.16 feet;
- 3.) N. 67-37-00 W., a distance of 236.32 feet;
- 4.) on the arc of a curve to the left, whose radius is 180.00 feet, a distance of 40.55 feet;
- 5.) N. 80-31-30 W., a distance of 222.68 feet;
- 6.) on the arc of a curve to the left, whose radius is 180.00 feet, a distance of 38.16 feet;
- 7.) S. 87-19-47 W., a distance of 466.16 feet;
- 8.) on the arc of a curve to the left, whose radius is 180.00 feet, a distance of 80.79 feet;
- 9.) S. 61-36-45 W., a distance of 14.32 feet;
- 10.) on the arc of a curve to the right, whose radius is 75.00 feet, a distance of 103.11 feet;
- 11.) N. 39-37-15 W., a distance of 231.79 feet;
- 12.) on the arc of a curve to the right, whose radius is 30.00 feet, a distance of 20.41 feet; thence S. 89-21-59 W., a distance of 198.29 feet; thence N. 39-09-00 W., a distance of 385.50 feet; thence S. 87-03-00 W., a distance of 255.80 feet; to the southeast corner of Lot No. 28, Panadero Development Filing No. 1, according to the recorded plat thereof; thence along the property lines of Lots 28 thru 19, said Panadero Development Filing No. 1, the following fifteen (15) courses:
- 1.) N. 08-21-18 W., a distance of 70.60 feet;
- 2.) N. 45-18-30 W., a distance of 70.00 feet;
- 3.) S. 57-33-27 W., a distance of 181.55 feet;
- 4.) N. 76-56-24 W., a distance of 100.00 feet;
- 5.) on the arc of a curve to the left, whose radius is 125.00 feet, a distance of 36.00 feet;
- 6.) N. 86-33-31 E., a distance of 90.00 feet;
- 7.) N. 59-50-10 E., a distance of 139.74 feet;
- 8.) N. 45-18-30 W., a distance of 180.00 feet;
- 9.) N. 06-22-30 W., a distance of 98.72 feet;
- 10.) N. 83-37-30 E., a distance of 155.39 feet;
- 11.) N. 06-22-30 W., a distance of 415.00 feet;
- 12.) S. 83-37-30 W., a distance of 125.00 feet;
- 13.) N. 64-54-12 W., a distance of 158.66 feet;
- 14.) N. 45-17-02 W., a distance of 125.00 feet;
- 15.) N. 47-29-24 W., a distance of 135.10 feet to a point on the north line of said Section 16; thence S. 87-27-30 E., along the said north line of Section 16, a distance of 2297.62 feet to the point of beginning, containing 67.08 acres.

Has caused the foregoing described parcel of land to be surveyed, platted, and subdivided into lots, and streets, and has shown hereon certain easements for the use of all public utilities, and the same be numbered, named, and dimensioned as shown, on the annexed plat, for the purpose of creating a subdivision to be known as "PANADERO DEVELOPMENT FILING NO. 2".

All streets, and easements for public utilities, are hereby dedicated to the public for perpetual use.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands this 26th day of May 1981 A.D.

Dwight A. Harrison
Dwight A. Harrison

STATE of COLORADO)
COUNTY of PUEBLO)

I, Charles A. Harrison, a Notary Public in and for the State of Colorado, do hereby certify that Dwight A. Harrison, is personally known to me to be the person who executed the above dedication, appeared before me this day and acknowledged the execution thereof to be his free and voluntary act for uses and purposes therein set forth as the deed of said individuals.

Witness my hand and seal this 26th day of May 1981 A.D.

My commission expires: June 15, 1985 Charles A. Harrison
Notary Public

This is to certify that we have made the annexed plat and accompanying surveys thereto according to chapter 136, art 2, Colorado Revised Statutes 1979, and that the monuments required by said statutes and Huerfano County subdivision regulations have been placed on the ground.

WACHOB and WACHOB, INC.
P.O. BOX 376
COLORADO CITY, COLORADO 81019

By: Willam A. Wachob
Registered Land Surveyor No. 16163

Date: SEPTEMBER 21, 1981

COMMISSIONER'S CERTIFICATE: Approved, and all public dedications accepted this 26th day of May 1981 A.D. by the board of commissioners of Huerfano County, Colorado. Acceptance of this plat by the County of Huerfano does not constitute an acceptance of the roads and rights-of-way reflected hereon for maintenance by said county. Until such roads and rights-of-way meet county road specifications and are specifically accepted for maintenance by resolution of the board of County Commissioners, the maintenance, construction, and all other matters pertaining to or affecting said roads and rights-of-way are the sole responsibility of the owners of the land within this development.

PLANNING COMMISSION CERTIFICATE: Reviewed and recommended to be approved by the Huerfano County Planning Commission this 26th day of May 1981 A.D.

By: Robert R. Buggs
Chairman, Board of Commissioners

By: G. R. Johnson
Chairman, Planning Commission

FILED FOR RECORD on the 27th day of May 1981 A.D. at 2:20 P.M. and was recorded in
Map No. 191 Pocket No. 4 Folder No. 1 Reception No. 256972

Albert P. Hight
County Clerk and Recorder
By Julie Neighlon, Dep.

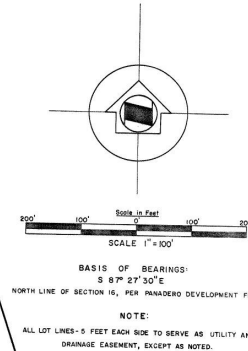


INKED BY: H.D.D. sheet 1 of 2
PREPARED BY: WACHOB and WACHOB, INC.

#191

PANADERO DEVELOPMENT FILING NO. 2

191



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