



AGENDA
PLANNING AND ZONING COMMISSION
March 17th, 2025, 11:00AM

Mark Patterson, Chair
Ron Granger
Brent Shroyer

Ryan Huitt, Vice Chair
Terry Drake
Lee Stanley

1. **Call to Order**
2. **Roll Call**
3. **Petitions and Public Input**
4. **Changes to the Agenda** - None
5. **Minutes**
 - a. *Approval of the Minutes of March 28th, 2024.*
6. **Public Hearing**
 - a. *Proposed Subdivision Application by Paul Maguire for 131 River Road Rangely, CO.*
7. **Old Business**
8. **New Business**
 - a. *Discussion and action to approve the proposed subdivision application by Paul Maguire for 131 River Road, Rangely, CO*
 - b. *Discussion and action for review sign standards and consideration of increasing the maximum sign area in commercial districts.*
 - c. *Discussion and action to implement an administrative variance approval on snow load code*
 - d. *Discussion on Local Planning Grant for update of Municipal Land Use code*
9. **Committee / Board Meeting**
10. **Informational Items**
11. **Adjournment**



MINUTES
PLANNING AND ZONING COMMISSION
March 28, 2024, 11:00AM

Mark Patterson, Chair
Ron Granger
Brent Shroyer

Ryan Huitt, Vice Chair
Terry Drake
Lee Stanley

1. **Call to Order** – 11:01am
2. **Roll Call** – Mark Patterson, Ron Granger, Brent Shroyer, and Terry Drake present. Ryan Huitt and Lee Stanley absent.
3. **Petitions and Public Input**
4. **Changes to the Agenda** - None
5. **Minutes**
 - a. *Approval of the Minutes of October 2nd, 2023* – **Motion made by Brent Shroyer to approve the minutes of the October 2nd, 2023, second by Ron Granger. Motion passed.**
6. **Public Hearing**
 - a. *Conditional use permit at the NW Corner of Highway 64 and River Road, Rangely Co 81648 for propane sales at the proposed Tractor Supply Facility* – David Soto representing Tractor Supply was present via telephone. Jocelyn stated that Tractor Supply had approached the Town to build their store west of Loaf ‘n Jug on a 22 acres parcel. Tractor Supply would only use 5 of those acres and would gift the remaining to the Town. Tractor Supply stated that they would like to be able to sell propane at the store’s location. Per the Town’s ordinance they would need a conditional use permit. David Soto presented the layout of where the propane would be located on the property and stated that all employees will be trained. David also wanted everyone to know that there are procedures in place in case of emergencies. Terry Drake wanted some clarification on well head distance from where the propane would be located. Propane sales would take place during regular business hours.
7. **Old Business**
8. **New Business**
 - a. *Discussion and action to approve the conditional use permit for propane sales at the NW Corner of Highway 64 and River Road Rangely, Co at the proposed Tractor Supply Facility.* – **Motion made by Brent Shroyer to approve the conditional use permit for propane sales at the NW Corner of Highway 64 and River Road Rangely, CO at the proposed Tractor Supply Facility, second by Terry Drake. Motion passed.**
9. **Committee / Board Meeting**
10. **Informational Items** - Jocelyn informed the board that the Town received a \$75,000 grant from DOLA to help update the land use code. Jocelyn stated that some of that money would be used to hire someone to get all the property and maps scanned to become digital files. Jocelyn said she would like it all to be uniform and easy to find.
11. **Adjournment** – 11:48am



February 27, 2025

Ms. Katie Moisan, Esq
Fairfield and Woods, PC
18012 California St, Ste 2600
Denver, CO 80202

Dear Ms. Moisan,

The Town of Rangely is in receipt of the minor subdivision request for 131 River Rd, Rangely, CO 81648. This letter presents the findings of our review of your application pursuant to Rangely Municipal Code.

Per your letter dated January 22, 2025, Compliance Narrative:

1. *The enclosed application implements the Town's Comprehensive Plan.*

Response: The Town debates this conclusion. If the property is subdivided, and doing so allows the owner to finance improvements that either restore Building B to habitability, or allows the abatement and demolition of the hazard, then Comprehensive Plan goals are met. Any other outcome fails to implement the Town's Comprehensive Plan.

2. *Written plan information (per Rangely Municipal Code). Per Rangely Municipal Code Section 221.12.3., the applicant respectfully submits the following written plan information to accompany the application materials:*

Response: Per Rangely Municipal Code Section 221.12.3., the Town will require the applicant to address 1) replacing the ball court that is proposed for removal, 2) the fact that sewage collection is not adequate for Building B, and 3) provide "Estimated construction cost and proposed method of financing of the sewage collection ... system, and such other facilities as may be required of the developer by the Town." Other facilities will include full restoration of required HVAC systems and all other utilities and structural issues compromised by prior inadequate maintenance of Building B. These items were not addressed in the original application materials/written plan. The Town disputes applicant's assertion that the existing Building B is adequately connected to municipal sewer services



Note the requirements for Distribution of Preliminary Plan under Section 221.13:

- The subdivider shall submit copies of the plat, plan, and text, the number of which, Town staff determines is necessary to contact those in the following list who need to consider the implications of subdivision development. This information shall be submitted for review 15 days prior to Planning Commission public hearing. The Planning Commission shall distribute copies thereof for review and comment, suggestions and recommendations, as follows and as applicable:
- To all adjacent and nearby landowners identified from a list of those who may be affected by the proposed development.

3. Applicant continues with written plan requirements," There are no new streets, water distribution or treatment systems, sewage collection or treatment systems, storm drainage facilities or other such facilities that are proposed with the resubdivision."

Response: As called out in item 2 above, the Town will require applicant to address the following:

- a. restoration of all utilities for Building B or provide a timeline for abatement and demolition as part of the written plan, or a separate Subdivision Improvement Agreement.
- b. Per RMC Title 15, Section 221.12.2 Please provide the following on the plat: Existing buildings, telephone lines, gas lines, power lines, irrigation ditches, and other features located on the subdivision and on the property lines around the subdivision boundaries.

4. Applicant states that other supporting documentation is not necessary.

Response: The Town is the ultimate arbiter of what documentation is necessary. As suggested in RMC Title 15, Section 64, pre-application consultation could have addressed many of these issues.

5. The Town Planning Staff will recommend to the Planning and Zoning Commission that a Subdivision Improvement Agreement (SIA) be required as part of the subdivision process to formalize tasks and timeframes for completion to prevent the parcel with Building B from becoming a liability and expense for the Town. The SIA may require a bond to protect the Town and neighbors from abandonment of the property.



Development of a comprehensive SIA will require third-party legal consultation, for which the Town may charge the applicant under RMC Title 15, Section 219.

The Town has scheduled a meeting of the Planning and Zoning Commission on March 17, 2025, at 11:00 am to hear this application. While the Town of Rangely Planning Staff does not believe this request is in the best interest of the Town, or provides benefit to residents and neighbors, the Town is persuaded that allowing this subdivision with conditions will serve our greater goal of ensuring continuing availability of affordable housing.

Please call or email if you wish to discuss these issues.

Thanks,

Jocelyn Mullen, PE

Town Engineer and Planner

Recreation Development Coordinator

Town of Rangely

209 East Main Street, Rangely, CO 81648 | Email: jmullen@rangelyco.gov

Phone (970) 675-8476 | Fax (970) 675-8471 | Cell (970) 210-8366

Website: www.colorado.gov/townofrangely

RANGELY

COLORADO

MEMORANDUM

TO: Rangely Planning and Zoning Commission
Lisa Piering, Town of Rangely

FROM: Jocelyn Mullen, PE, Town Engineer/Planner

DATE: March 10, 2025

SUBJECT: Town Planner's Report on Subdivision Request for 131 River Rd

The Town of Rangely received a request to subdivide from Katie Moisan, Esq., on behalf of Paul Maguire, owner of Sagewood Apartments at 131 River Rd. This request is fraught with exposure and liability for the Town for reasons presented below. The Town Planning and Administrative staff seeks guidance and input from the Rangely Planning and Zoning Commission on how to proceed.

Background and Facts:

1. History
 - a. Permitted and Constructed in 1982
 - b. Construction problems documented in 1982
 - c. COs issued in 1982
 - d. Condemnation in 2012. Cannot find official documentation
 - e. Went into receivership from Owner Thomas Rue to RBC Public Trustee in 2015
 - f. Purchased by Paul Maguire in 2021 after lengthy discussions w Town Planner/Engineer regarding actions required before Bldg B habitable.
 - g. Another buyer becomes interested 2023. See Town Planner memo to Paul and Caleb regarding actions required before Bldg B habitable.

Recent Events

- h. Some activity between 2021 and 2025 regarding engineering work, but no data or reports ever provided to Town Engineer
- i. Town receives Subdivision request from Katie Moisan, Esq., Jan 22, 2025
- j. Lisa Piering discusses application w Paul Maguire Week of Jan 20, 2025. He states he cannot obtain financing to improve apartments without separating the two buildings.

- k. Town Engineer/Planner starts researching issues, schedules P & Z Commission mtg.
- l. Town Engineer/Planner receives letter from K. Moisan on 2/27/2025
- m. Town Engineer/Planner responds to Feb. 27 letter on Feb 27, 2025. See attached

Options for moving forward

- n. Deny subdivision request
 - i. Enforce on Maintenance Code violations
 - ii. Enforce on Hazardous Properties Code
 - iii. Risk to affordable housing
- o. Approve subdivision request
 - i. Require bond
 - ii. Require Subdivision Improvement Agreement

Town Planner position/recommendations

- p. Risk posed to Town and Neighbors
 - i. Town Planner's concern is they will walk away from the Building B parcel and leave the Town with a 6 to 7 figure mess. The Town already has problem abandoned properties with no way to remediate: i.e. 238 Birch. I believe we could deny this application if we so desire based on wording in RMC about benefits and impacts to neighbors and the Town
 - ii. Approve subdivision request with the condition of developing and executing a Subdivision Improvement Agreement (SIA) that protects the Town. These were done historically and referenced in 1982 documents
 - 1. Applicant pays Town's legal fees for developing SIA
 - 2. Require bond large enough to abate and demo if developer fails to meet deadlines imposed
 - 3. Require applicant to hire 3rd party engineer/architect to develop Opinion of Probable Cost for bond requirement
 - 4. Delay subdivision until OPC complete and SIA in place
 - 5. Include strict timeframes for progress/milestones
 - 6. Call in bond if timeframes not met
 - ii. Require applicant to replace ball court removed for subdivision

Attachments:

- 1. Subdivision Application
- 2. TOR Response to Subdivision Application
- 3. History Documents

- a. Site Sketch
- b. Letter documenting foundation problems
8/5/1982
- c. Correction Notice, TOR 8/10/1982
- d. Letter addressing foundation problems
8/17/1982
- e. CO for Bldg A 1982
- f. CO for Bldg B 1982
- g. Email 8/07/2013 from Dave Calvin to Mark
Dyson re remediation requirement for Bldg B
- h. Letter from D. Calvin to Tom Rue 10/22/2012
re Condemnation
- i. Letter from D. Calvin to C. Randel Lewis &
Mark Dyson re condemnation 4/09/2013
- j. Email to Paul Maguire realtor from J. Mullen w.
list of items required to return Bldg B to
occupancy

4. Example SIAs

VIA email and FedEx

January 22, 2025

Jocelyn Mullen, PE
Town Engineer and Planner
Planning and Zoning Department
Town of Rangely, Colorado
209 East Main Street
Rangely, Colorado 81648

Re: Resubdivision (Minor Subdivision) of 131 River Road, Rangely, Colorado 81648

To whom it may concern:

Pursuant to the Town of Rangely subdivision regulations and Part 2 of Article 23 of Title 31, C.R.S., we are pleased to submit the attached application to the Town of Rangely Planning Commission on behalf of our client, Paul Maguire. The application is for the resubdivision (minor subdivision) of property commonly known as 131 River Road, Rangely, Colorado 81648. The enclosed application includes the following materials:¹

1. Subdivision Request and compliance narrative (this letter), dated January 22, 2025;
2. Town of Rangely Development Application for Notice of Activity;
3. ALTA Title Commitment No. 720-F10840-24, dated January 11, 2025;
4. Proposed Maguire Subdivision – Filing No. 1, Minor Plat;
5. Custom Soil Resource Report for Rio Blanco County Area, Colorado (source: United States Department of Agriculture, Natural Resources Conservation Service); and
6. Corrected Special Warranty Deed from Rangely Property LLC to Paul Maguire, conveying the subject property, recorded November 14, 2023 at Reception No. 327495.

Though not required by the Town, also enclosed is an existing improvements exhibit ("Existing Conditions Exhibit") that we trust will provide valuable context for the application.

¹ Notice of surface development pursuant to C.R.S. § 24-65.5-101, *et seq.*, is not required because this application affects an existing platted lot, does not involve the creation of lot lines "in anticipation of new development," and is an application for "platting of an additional single lot," and is therefore not an "application for development" that is subject to statutory notice requirements. *See* C.R.S. §§ 24-65.5-102(2)(a); 24-65.5-103.

Please advise at your earliest convenience with respect to: (1) the fees due for this application², (2) directions for paying those fees electronically, and (3) the date of the Planning Commission public hearing at which this application will be heard.

COMPLIANCE NARRATIVE

The enclosed application implements the Town's Comprehensive Plan.

The purpose of the proposed subdivision is to facilitate financing, refinancing, and potential future sale of the subject property, a two-building, 60-unit (total) multifamily development that was constructed in 1982, with an eye towards rehabilitation and updating of the buildings. As such, the applicant respectfully submits that the enclosed application implements the Town's Comprehensive Plan, in particular, Objective 2A-3(a) ("support the development of new apartments for rent") and 2A-3(b) ("partner with local developers to renovate . . . existing multifamily rental properties"), and Strategy 2A ("Maintain existing housing and create new housing options"). Additionally, the Town's Housing Needs Assessment points out that multifamily properties in Rio Blanco County are generally in need of updating.

Written plan information (per Rangely Municipal Code).

Per Rangely Municipal Code Section 221.12.3., the applicant respectfully submits the following written plan information to accompany the application materials:³

Function, ownership and matter of maintenance of common open space not otherwise reserved or dedicated for public use.

There is no common open space proposed in the subdivision. The existing multifamily units will remain "for-rent" and the properties will be under single ownership and management for the foreseeable future.

Sewage disposal report that addresses the projected sewage generated (gallons) by the subdivision at full development and evidence that the subdivision proposed can either connect to an existing public system or septic systems are a feasible alternative.

The existing buildings are connected to municipal water and sewer services—and have been since their construction in 1982.

² As we understand it, the review fee for a minor subdivision is \$200.00.

³ The type set out in italics quotes the pertinent Rangely Municipal Code provision. The text that follows the italics type provides the required narrative.

An example of all covenants, maintenance agreements, condominium declarations, and grants of easements or restrictions to be imposed upon the use of the land, buildings, and structures.

Covenants, maintenance agreements, condominium declarations, and grants of easements or restrictions are not necessary and not anticipated at this time. The properties will remain under single ownership for the foreseeable future. If the properties are separately sold, cross-access easements may be negotiated prior to closing. In the meantime, such easements would have no effect due to the legal doctrine of merger.

Geologic investigation reports regarding area suitability for the proposed development.

The subject property is part of an existing subdivision called Sagewood West Phase 1. Geological investigation reports are not necessary, as no material changes to existing development are anticipated within the subdivision. As the existing conditions exhibit shows, the only anticipated site modifications (which are unrelated to the subdivision) are removal of a small shed, removal of an interior fence, and removal of a ball court (which will involve restoration and revegetation of pervious soil).

If necessary, additional specific geotechnical investigations may be conducted as part of the anticipated restoration work to be conducted on the building that is currently unoccupied.

Tables of soil type interpretations based upon the National Cooperative Soils Survey, U.S. Department of Agriculture, and Soil Conservation Service.

A custom soil resource report for the subject property and immediate surrounding area is provided in the application materials. Soil under the subject property is classified as Uffens loam, 0 to 5 percent slopes, which is a well-drained, essentially level soil that is appropriate for multifamily development.

Proof of ownership or right to represent owner(s) in the subdivision and other permitting required because of this LUC.

A title information report is provided with the application materials. It confirms that Paul Maguire is the owner of the subject property. Paul Maguire has retained Fairfield and Woods, P.C. as his attorneys and Power Surveying as his surveyor for the purposes of this application.

Total number of proposed dwelling units.

There are 60 existing one-bedroom dwelling units on the subject property (30 on each lot proposed to be created by the subdivision). A change in the number of dwelling units is not proposed.

Total number of square feet of proposed non-residential floor space by use.

There is no non-residential development proposed or existing on the subject property.

Total number of proposed off-street parking spaces, excluding those associated with single-family residential development.

The paved area for vehicular circulation and parking can accommodate more than 140 parking spaces measuring 10 feet in width by 18 feet in depth in accordance with Town of Rangely requirements.

Ownership, maintenance, design, and function of roads.

There are no existing or proposed roads on the subject property.

Estimated construction cost and proposed method of financing of the streets, water distribution and treatment system, sewage collection and treatment system, storm drainage facilities, and such other facilities as may be required of the developer by the Town.

There are no new streets, water distribution or treatment systems, sewage collection or treatment systems, storm drainage facilities or other such facilities that are proposed with the resubdivision (minor subdivision).

Adequate evidence that a water supply sufficient in terms of quality, quantity and dependability will be available to ensure an adequate supply of water for the type of subdivision proposed including, as applicable, evidence of ownership or right of acquisition of or use of existing and proposed water rights, historic use and estimated yield of claimed water rights, amenability of existing rights to a change in use, evidence that public or private water owners can and will supply water to the proposed subdivision stating the amount of water available for use within the subdivision and the feasibility of extending services to that area and projected water requirements of the subdivision at full development, including all expected water uses (domestic, irrigation, etc.).

The multifamily residential use of the subject property will not change after subdivision. The site has been supplied with municipal water and sewer service since construction in 1982. As such, adequate water and sewer service is available and in place.

Fire protection plan that addresses, as applicable, distance and time to fire station, fire hydrants and cisterns, wildfire control, access plan for fire department, evacuation plan and location of bulk flammable and hazardous materials.

The multifamily residential use of the subject property will not change after subdivision. The site has been supplied with fire protection service since construction in 1982. As such, adequate fire protection service is available and in place.

Town of Rangely
Rangely, Colorado 81648
Page 5

Grading, drainage, and erosion control plans based on a review of the soils, slopes, vegetation, drainage characteristics and mitigation of natural hazard conditions on the site and the estimated impact of the proposed development on adjacent properties.

No site improvements or building expansions are proposed with the resubdivision (minor subdivision) application. As such, grading, drainage, and erosion control plans are not necessary. There are no known natural hazard conditions on the subject property. The proposed subdivision will not change the relationship between the subject property and adjacent properties in terms of development impacts.

Other supporting documentation is not necessary.

Since the use of the subject property will not change, since no improvements are currently proposed, and since the properties will remain under common, single ownership for the foreseeable future, supporting documentation under Rangely Municipal Code § 221.16 is not necessary.

We look forward to working with you to process this application. If you have any questions about the enclosed materials, please do not hesitate to contact me.

Sincerely,
FAIRFIELD AND WOODS, P.C.

Katie A. Moisan

Katie A. Moisan, Esq., Director

KAM:ds

Enclosures

Town of Rangely Development Application for Notice of Activity

For all types of activities requiring one or more approvals including but not limited to Zoning, Subdividing, Floodplain Development, Special/Conditional Use, Temporary Use, Site Plan Review, Signs as related or not to Clearance for Issuance of A Building Permit.

This form is used for notice of activity to determine what types if any development review is required for a development, rehabilitation, or remodeling of property. Fill out as completely as possible, however do not provide information if you are unclear as to its necessity. The administrators will let you know if any and/or to what extent additional information may be required. Please keep this form as a record of application.

Description (Describe project): _____ **Date Applied:** 01/10/25
 Subdivision of a portion of Lot 1, Block 4, Sagewood West Subdivision, Phase 1 into two lots, as set out in attached application materials. Use back and/or attachments as necessary.

Property Information

Owner-Name: Paul Maguire
Contractors Name (If Applicable): Fairfield and Woods, P.C. (attorneys) / Power Surveying Company, Inc. (surveyor)
Contact Name: Katie A. Moisan, Esq. (counsel for owner)
Address:(Physical) Fairfield and Woods, P.C., 1801 California Street, Ste. 2600, Denver, CO 80202
Existing Use: Multifamily Residential **Future Use:** Multifamily Residential
Address:(Mailing) 1801 California Street, Ste. 2600, Denver, CO 80202
Phone#: (Home) (918) 261-5289 (Office) (303) 894-4442 (Fax) (303) 830-1033 **Email (optional):** kmoisan@fwlaw.com

Instructions

- **A simple site plan** (8x11 [back of this form or other] drawing of sufficient detail {include dimensions and units} to determine next steps as necessary) shall be reviewed by a designated Town representative to discuss the activity. Based upon this review the representative will provide the applicant information as to what steps are necessary to proceed. Length of review depends on the complexity of the project (we will do things as quickly as we can). **An application will not be processed and no permit will be issued until this step is complete.**
- Payment of any fee is due before work may commence. Check with the office on the amount.
- **Information and/or site plan/map and proof to legally carry out the activity (ownership, etc.)** that the applicant intends to do, and develop, must be included with this application.

Agreement

Application for the activity in the description and property information above is for approval of development under one or more of the provisions of the Town of Rangely Land Use Code.

Applicant and/or Representative: Paul Maguire DocuSigned by: Paul Maguire 3B5B8897D5D043B... **Date:** 1/9/2025
Land Use Representative: Katie A. Moisan, Esq. signed by: Katie Moisan F716AB420BED4E8... **Date:** 1/9/2025

Office Use Only

Submittal Documents Required

☐ Drawing (Signs, etc) ☐ Completed Land Development Checklist ☐ Map(s) ☐ Site Plan ☐ Written Plan ☐ Engineering

Describe: _____

Compliance Requirements

☐ Rezoning ☐ Subdividing ☐ Floodplain Development ☐ Special/Conditional Use ☐ Temporary Use ☐ Sign Permit ☐ Building Permit

Date: January 17, 2025
File No.: 720-F10840-24, Amendment No. 1
Buyer(s)/Borrower(s): Paul Maguire
Property: 131 River Rd, Rangely, CO 81648-2309
Assessor Parcel No.: R1003416 and 139302206001

PLEASE TAKE NOTE OF THE FOLLOWING REVISED TERMS CONTAINED HEREIN:

Update effective date

[Click here for Tax Cert](#)

WIRED FUNDS ARE REQUIRED ON ALL CASH PURCHASE TRANSACTIONS. FOR WIRING INSTRUCTIONS, PLEASE CONTACT YOUR ESCROW OFFICE AS NOTED ON THE TRANSMITTAL PAGE OF THIS COMMITMENT.

To: Fidelity National Title Company
4643 S Ulster Street
Suite 1150
Denver, CO 80237

Attn: Title Only - Metro TO
Phone: (303)220-9999
Fax:
Email: yjkim@fnf.com

To: Paul Maguire
9500 W Flamingo Rd, Ste 205
Las Vegas, NV 89147

To: Power Surveying Company, Inc.
6911 Broadway
Denver, CO 80221

To: Fairfield and Woods, P.C.
1801 California Street, Suite
Denver, CO 80202-2645

Attn: Sherry Sickles
Phone: 303-830-2400
Fax: 303-830-1033
Email: ssickles@fwlaw.com

To: Fairfield and Woods, P.C.
1801 California Street, Suite
Denver, CO 80202-2645

Attn: Todd Messenger
Phone:
Fax:
Email: TMessenger@fwlaw.com

To: Fairfield and Woods, P.C.
1801 California Street, Suite
Denver, CO 80202-2645

Attn: Katie Moisan
Phone:
Fax:
Email: KMoisan@fwlaw.com

END OF TRANSMITTAL

ALTA COMMITMENT FOR TITLE INSURANCE

issued by:



Fidelity National Title
Insurance Company

Commitment Number:

720-F10840-24
Amendment 1

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 EXTRACTIONAL 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, Fidelity National Title Insurance Company, a Florida 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 one hundred eighty (180) days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

Fidelity National Title Insurance Company

By:

Michael J. Nolan, President

Attest:

Marjorie Nemzura, Secretary

Countersigned By:

Joseph A. Belongia
Authorized Officer or Agent

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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; 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 for Title Insurance (07/01/2021)



FIDELITY NATIONAL TITLE INSURANCE COMPANY**COMMITMENT NO. 720-F10840-24
AMENDMENT 1**

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

ISSUING OFFICE:	FOR SETTLEMENT INQUIRIES, CONTACT:
Fidelity National Title Company 4643 S Ulster Street, Suite 1150 Denver, CO 80237 Main Phone: (303)220-9999 Email: YJKim@fnf.com	

Order Number: 720-F10840-24**Property Address: 131 River Rd, Rangely, CO 81648-2309****SCHEDULE A**

- Commitment Date: January 11, 2025 at 08:00 AM
- Policy to be issued:
 - ALTA Loan Policy 2021
Proposed Insured:
Proposed Amount of Insurance: \$0.00
- The estate or interest in the Land at the Commitment Date is:
Fee Simple
- The Title is, at the Commitment Date, vested in:
[Paul Maguire](#)
- The Land is described as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

PREMIUMS:

Commitment-Informational	\$1250.00
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END OF SCHEDULE A

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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; 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 for Title Insurance (07/01/2021)



EXHIBIT "A"

Legal Description

A portion of Lot 1, Block 4, of Sagewood West Subdivision, Phase 1, Town of Rangely, Colorado, according to the Final Plat thereof filed July 12, 1982 as Document No. 207248 and being more particularly described as follows:

Beginning at a point which lies South 89°52'14" West, 17.00 feet from the Southeast corner of Sagewood West Subdivision;

Thence South 89°52'14" West, 431.56 feet;

Thence North 10°22'00" East, 416.50 feet;

Thence North 89°40'30" East, 357.58 feet;

Thence South 00°08'04" West, 410.78 feet to the Point of Beginning,
County of Rio Blanco, State of Colorado.

This page is only a part of a 2021 ALTA® Commitment for Title Insurance issued by Fidelity 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; 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 for Title Insurance (07/01/2021)



SCHEDULE B, PART I - Requirements

All of the following Requirements must be met:

1. Pay the agreed amounts for the interest in the land and/or for the mortgage to be insured.
2. Pay the premiums, fees, and charges for the Policy.
3. Obtain a certificate of taxes due from the county treasurer or the county treasurer's authorized agent.
4. Evidence that any and all assessments for common expenses, if any, have been paid.
5. The Company will require that an Affidavit and Indemnity Agreement be completed by the party(s) named below before the issuance of any policy of title insurance.

Party(s):

The Company reserves the right to add additional items or make further requirements after review of the requested Affidavit.

6. Deed sufficient to convey the fee simple estate or interest in the Land described or referred to herein, to the Proposed Insured Purchaser.
7. Deed of Trust sufficient to encumber the estate or interest in the Land described or referred to herein for the benefit of the Proposed Insured Lender
8. Furnish for recordation a full release/reconveyance of deed of trust:

Amount: \$525,000.00
 Dated: November 3, 2021
 Trustor/Grantor: Paul Maguire
 Trustee: Public Trustee of Rio Blanco County
 Beneficiary: Rangely Property LLC
 Loan No.:
 Recording Date: November 12, 2021
 Recording No.: 323574

NOTE: This commitment is for informational purposes only.

24 MONTH CHAIN OF TITLE, FOR INFORMATIONAL PURPOSES ONLY:

The following vesting deeds relating to the subject property have been recorded in the Clerk and Recorder's office of the County in which the property is located:

Special Warranty Deed from Rangely Property LLC, a Colorado limited liability company, to Paul Maguire recorded November 14, 2023 at Reception No. 327495.

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SCHEDULE B, PART I - Requirements
(continued)

END OF SCHEDULE B, PART I

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SCHEDULE B, PART II - Exceptions

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.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, rights, interests or claims that are not shown by the Public Records but which 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 the proposed Insured acquires of record for the value the estate or interest or mortgage thereon covered by this Commitment.
6. Water rights, claims or title to water, whether or not disclosed by the Public Records.
7. All taxes and assessments, now or heretofore assessed, due or payable.

NOTE: This tax exception will be amended at policy upon satisfaction and evidence of payment of taxes.

8. Reservations contained in the Patent

From: The United States of America
Recording Date: September 7, 1914
Recording No: [Book 5 at Page 286](#)

Which among other things recites as follows:

A right of way thereon for ditches or canals constructed by the authority of the United States of America.

9. Conveyance of mineral rights described in Deed recorded February 14, 1961 in [Book 226 at Page 253](#).
10. Conveyance of mineral rights described in Deed recorded May 23, 1962 in [Book 237 at Page 472](#).

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SCHEDULE B, PART II - Exceptions
(continued)

11. Covenants, conditions and restrictions but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth in the document

Recording Date: May 7, 1980

Recording No: [Book 400 at Page 604](#)

12. Terms, conditions, restrictions, provisions, notes and easements but omitting any covenants or restrictions, if any, including but not limited to those based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, source of income, gender, gender identity, gender expression, medical condition or genetic information, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law, as set forth on the Plat(s) of said subdivision set forth below:

Recording Date: July 12, 1982

Recording No: [207248](#)

END OF SCHEDULE B, PART II

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ALTA Commitment for Title Insurance (07/01/2021)



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 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, this 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;
 - 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.

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FIDELITY NATIONAL TITLE INSURANCE COMPANY

(continued)

- 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 closing, settlement, escrow, or any other purpose.
- 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 Two Million And No/100 Dollars (\$2,000,000.00) 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>.

END OF CONDITIONS

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DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Fidelity National Title Company conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfilled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers."
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require 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 a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, the Company is required to disclose the following information:
 - The subject property may be located in a special taxing district.

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ALTA Commitment for Title Insurance (07/01/2021)

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DISCLOSURE STATEMENT

(continued)

- o A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
- o 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.
- Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

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Inquire before you wire!

WIRE FRAUD ALERT

This Notice is not intended to provide legal or professional advice.
If you have any questions, please consult with a lawyer.

All parties to a real estate transaction are targets for wire fraud and many have lost hundreds of thousands of dollars because they simply relied on the wire instructions received via email, without further verification. **If funds are to be wired in conjunction with this real estate transaction, we strongly recommend verbal verification of wire instructions through a known, trusted phone number prior to sending funds.**

In addition, the following non-exclusive self-protection strategies are recommended to minimize exposure to possible wire fraud.

- **NEVER RELY** on emails purporting to change wire instructions. Parties to a transaction rarely change wire instructions in the course of a transaction.
- **ALWAYS VERIFY** wire instructions, specifically the ABA routing number and account number, by calling the party who sent the instructions to you. **DO NOT** use the phone number provided in the email containing the instructions, use phone numbers you have called before or can otherwise verify. **Obtain the number of relevant parties to the transaction as soon as an escrow account is opened.** **DO NOT** send an email to verify as the email address may be incorrect or the email may be intercepted by the fraudster.
- **USE COMPLEX EMAIL PASSWORDS** that employ a combination of mixed case, numbers, and symbols. Make your passwords greater than eight (8) characters. Also, change your password often and do **NOT** reuse the same password for other online accounts.
- **USE MULTI-FACTOR AUTHENTICATION** for email accounts. Your email provider or IT staff may have specific instructions on how to implement this feature.

For more information on wire-fraud scams or to report an incident, please refer to the following links:

Federal Bureau of Investigation:
<http://www.fbi.gov>

Internet Crime Complaint Center:
<http://www.ic3.gov>

FIDELITY NATIONAL FINANCIAL PRIVACY NOTICE

Effective January 1, 2025

Fidelity National Financial, Inc. and its majority-owned subsidiary companies (collectively, "FNF," "our," or "we") respect and are committed to protecting your privacy. This Privacy Notice explains how we collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of that information.

A limited number of FNF subsidiaries have their own privacy notices. If a subsidiary has its own privacy notice, the privacy notice will be available on the subsidiary's website and this Privacy Notice does not apply.

Collection of Personal Information

FNF may collect the following categories of Personal Information:

- contact information (e.g., name, address, phone number, email address);
- demographic information (e.g., date of birth, gender, marital status);
- identity information (e.g., Social Security Number, driver's license, passport, or other government ID number);
- financial account information (e.g., loan or bank account information);
- biometric data (e.g., fingerprints, retina or iris scans, voiceprints, or other unique biological characteristics; and
- other personal information necessary to provide products or services to you.

We may collect Personal Information about you from:

- information we receive from you or your agent;
- information about your transactions with FNF, our affiliates, or others; and
- information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Collection of Browsing Information

FNF automatically collects the following types of Browsing Information when you access an FNF website, online service, or application (each an "FNF Website") from your Internet browser, computer, and/or device:

- Internet Protocol (IP) address and operating system;
- browser version, language, and type;
- domain name system requests; and
- browsing history on the FNF Website, such as date and time of your visit to the FNF Website and visits to the pages within the FNF Website.

Like most websites, our servers automatically log each visitor to the FNF Website and may collect the Browsing Information described above. We use Browsing Information for system administration, troubleshooting, fraud investigation, and to improve our websites. Browsing Information generally does not reveal anything personal about you, though if you have created a user account for an FNF Website and are logged into that account, the FNF Website may be able to link certain browsing activity to your user account.

Other Online Specifics

Cookies. When you visit an FNF Website, a "cookie" may be sent to your computer. A cookie is a small piece of data that is sent to your Internet browser from a web server and stored on your computer's hard drive. Information gathered using cookies helps us improve your user experience. For example, a cookie can help the website load properly or can customize the display page based on your browser type and user preferences. You can choose whether or not to accept cookies by changing your Internet browser settings. Be aware that doing so may impair or limit some functionality of the FNF Website.

Web Beacons. We use web beacons to determine when and how many times a page has been viewed. This information is used to improve our websites.

Do Not Track. Currently our FNF Websites do not respond to "Do Not Track" features enabled through your browser.

Links to Other Sites. FNF Websites may contain links to unaffiliated third-party websites. FNF is not responsible for the privacy practices or content of those websites. We recommend that you read the privacy policy of every website you visit.

Use of Personal Information

FNF uses Personal Information for these main purposes:

- To provide products and services to you or in connection with a transaction involving you.
- To improve our products and services.
- To prevent and detect fraud;
- To maintain the security of our systems, tools, accounts, and applications;
- To verify and authenticate identities and credentials;
- To communicate with you about our, our affiliates', and others' products and services, jointly or independently.
- To provide reviews and testimonials about our services, with your consent.

When Information Is Disclosed

We may disclose your Personal Information and Browsing Information in the following circumstances:

- to enable us to detect or prevent criminal activity, fraud, material misrepresentation, or nondisclosure;
- to affiliated or nonaffiliated service providers who provide or perform services or functions on our behalf and who agree to use the information only to provide such services or functions;
- to affiliated or nonaffiliated third parties with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you;
- to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order; or
- in the good-faith belief that such disclosure is necessary to comply with legal process or applicable laws, or to protect the rights, property, or safety of FNF, its customers, or the public.

The law does not require your prior authorization and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or Browsing Information with nonaffiliated third parties, except as required or permitted by law.

We reserve the right to transfer your Personal Information, Browsing Information, and any other information, in connection with the sale or other disposition of all or part of the FNF business and/or assets, or in the event of bankruptcy, reorganization, insolvency, receivership, or an assignment for the benefit of creditors. By submitting Personal Information and/or Browsing Information to FNF, you expressly agree and consent to the use and/or transfer of the foregoing information in connection with any of the above described proceedings.

Security of Your Information

We maintain physical, electronic, and procedural safeguards to protect your Personal Information.

Choices With Your Information

Whether you submit Personal Information or Browsing Information to FNF is entirely up to you. If you decide not to submit Personal Information or Browsing Information, FNF may not be able to provide certain services or products to you.

State-Specific Consumer Privacy Information:

For additional information about your state-specific consumer privacy rights, to make a consumer privacy request, or to appeal a previous privacy request, please follow the link [Privacy Request](#), or email privacy@fnf.com or call (888) 714-2710.

Certain state privacy laws require that FNF disclose the categories of third parties to which FNF may disclose the Personal Information and Browsing Information listed above. Those categories are:

- FNF affiliates and subsidiaries;
- Non-affiliated third parties, with your consent;
- Business in connection with the sale or other disposition of all or part of the FNF business and/or assets;

- Service providers;
- Law endorsement or authorities in connection with an investigation, or in response to a subpoena or court order.

For California Residents: We will not share your Personal Information or Browsing Information with nonaffiliated third parties, except as permitted by California law. For additional information about your California privacy rights, please visit the "California Privacy" link on our website (fnf.com/california-privacy) or call (888) 413-1748.

For Nevada Residents: We are providing this notice pursuant to state law. You may be placed on our internal Do Not Call List by calling FNF Privacy at (888) 714-2710 or by contacting us via the information set forth at the end of this Privacy Notice. For further information concerning Nevada's telephone solicitation law, you may contact: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington St., Suite 3900, Las Vegas, NV 89101; Phone number: (702) 486-3132; email: aginquiries@ag.state.nv.us.

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601 Riverside Avenue,
Jacksonville, Florida 32204
Attn: Chief Privacy Officer



Fidelity National Title Company is providing title insurance and closing services in connection with a real estate transaction that you are a party to as a buyer or seller. As part of the transaction, it is intended that funds will be held by Fidelity National Title Company in trust ("Escrow Funds") until disbursement is authorized.

Fidelity National Title Company will deposit and hold Escrow Funds in an escrow account, together with similar funds from other transactions, at a FDIC-insured trust company, bank, savings bank, savings association, or other financial services entity.

Unless specified otherwise, it is understood and the parties hereby consent to Fidelity National Title Company depositing or transferring Escrow Funds into an interest-bearing escrow account, and that any interest earned, or other financial benefits received, on such account(s) shall be retained by Fidelity National Title Company.

Upon request, deposits made to Fidelity National Title Company may be invested on behalf of any party or parties hereto; provided that any direction to Fidelity National Title Company for such investment shall be expressed in writing and contain the consent of all parties to this escrow, and also provided that Fidelity National Title Company is in receipt of the taxpayer's identification number and investment forms it requires. Fidelity National Title Company will furnish information concerning its procedures and fee schedules for investment, not to exceed Seventy-Five And No/100 Dollars (\$75.00).

By signing this disclosure, you, as buyer or seller, are acknowledging your consent to the deposit of Escrow Funds into an escrow account upon which interest and/or other financial benefits earned will be paid to and retained by Fidelity National Title Company.

AFFIDAVIT AND INDEMNITY AGREEMENT TO FIDELITY NATIONAL TITLE COMPANY

Order No.: 720-F10840-24

Property: 131 River Rd, Rangely, CO 81648-2309

The undersigned Borrower(s) ("Borrower") of the above described property, makes the following statements and representations to Fidelity National Title Company:

1. This is written evidence to you that there are no unpaid bills, and to the extent there may be unpaid bills that the undersigned undertakes and agrees to cause the same to be paid such that there shall be no mechanics or materialmen's liens affecting the property for materials or labor furnished for construction and erection, repairs or improvements contracted by or on behalf of the undersigned on property located at:

131 River Rd, Rangely, CO 81648-2309

and legally described as:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

2. We further represent that there are no public improvements affecting the property prior to the date of closing that would give rise to a special property tax assessment against the property after the date of closing.
3. We further represent that there are no pending proceedings or unsatisfied judgments of record, in any Court, State, or Federal, nor any tax liens filed or taxes assessed against us which may result in liens, and that if there are judgments, bankruptcies, probate proceedings, state or federal tax liens of record against parties with same or similar names, that they are not against us.
4. We further represent that there are no unrecorded contracts, leases, easements, or other agreements or interests relating to said premises of which we have knowledge.
5. We further represent that we are in sole possession of the real property described herein other than leasehold estates reflected as recorded items under the subject commitment for title insurance.
6. We further represent that there are no unpaid charges and assessments that could result in a lien in favor of any association of homeowners which are provided for in any document referred to in Schedule B of Commitment referenced above.
7. We further understand that any payoff figures shown on the settlement statement have been supplied to Fidelity National Title Company as settlement agent by the Borrower's lender and are subject to confirmation upon tender of the payoff to the lender. If the payoff figures are inaccurate, we hereby agree to immediately pay any shortage(s) that may exist.
8. NEW CONSTRUCTION: There has been no new construction on the property in the past six (6) months, nor are there any plans for the commencement of any new construction unless indicated below:

NONE

9. EXCEPTIONS: The only exceptions to the above statements are:

NONE

10. The undersigned affiant(s) know the matters herein stated are true and indemnifies Fidelity National Title Company and Fidelity National Title Insurance Company, a Florida Corporation, against loss, costs, damages and expenses of every kind incurred by it by reason of its reliance on the statements made herein.

This agreement is executed with and forms a part of the sale and/or financing of the above described premises, and is given in addition to the conveyance and/or financing of the premises in consideration for the conveyance and/or financing, and forms a complete agreement by itself for any action thereon.

**AFFIDAVIT AND INDEMNITY AGREEMENT
TO FIDELITY NATIONAL TITLE COMPANY**
(continued)

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

BORROWER(S):

Paul Maguire

STATE OF COLORADO

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, _____,
by Paul Maguire.

Notary Public

My Commission Expires: _____

(SEAL)

EXHIBIT "A"
Legal Description

A portion of Lot 1, Block 4, of Sagewood West Subdivision, Phase 1, Town of Rangely, Colorado, according to the Final Plat thereof filed July 12, 1982 as Document No. 207248 and being more particularly described as follows:

Beginning at a point which lies South 89°52'14" West, 17.00 feet from the Southeast corner of Sagewood West Subdivision;

Thence South 89°52'14" West, 431.56 feet;

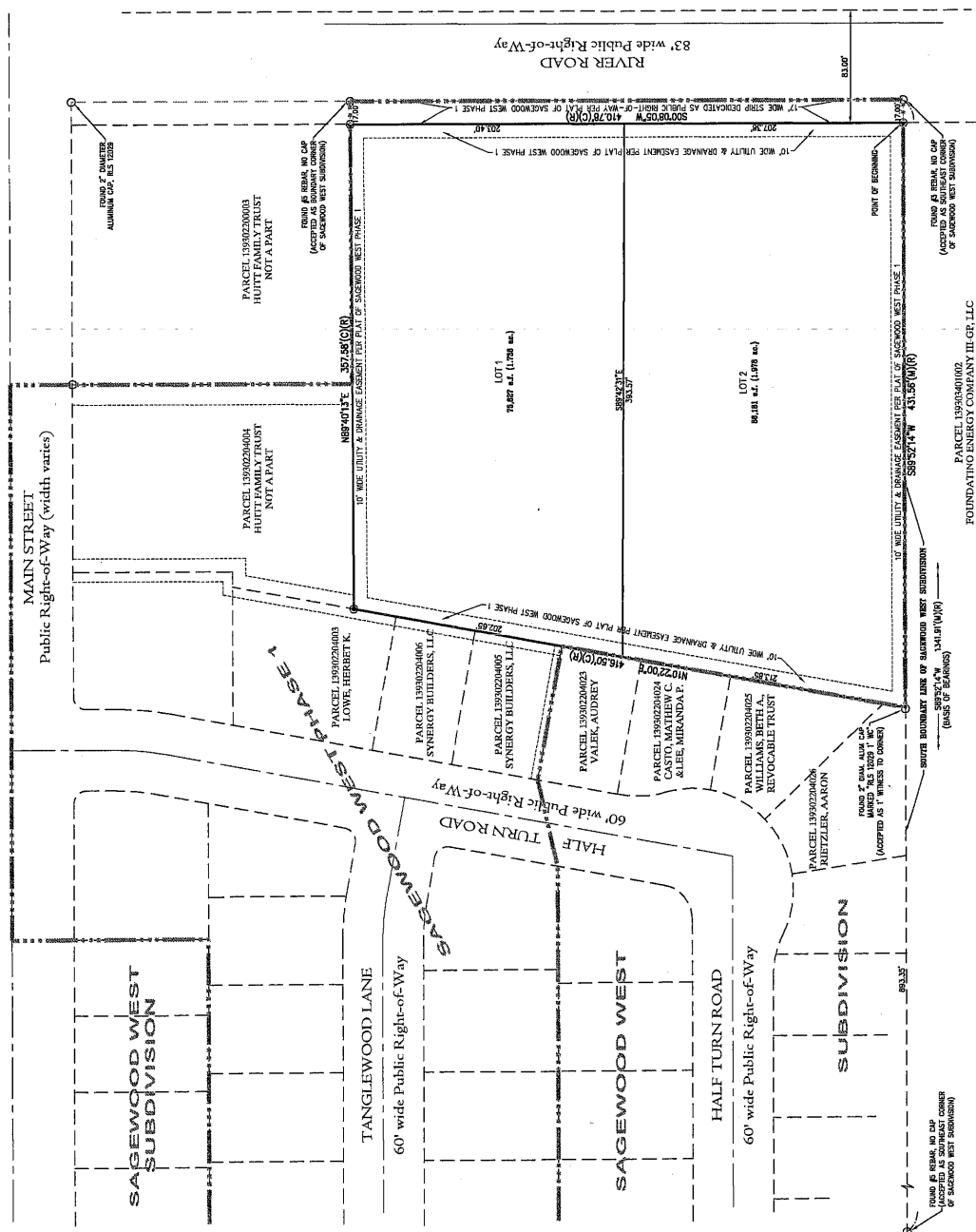
Thence North 10°22'00" East, 416.50 feet;

Thence North 89°40'30" East, 357.58 feet;

Thence South 00°08'04" West, 410.78 feet to the Point of Beginning,
County of Rio Blanco, State of Colorado.

A SUBDIVISION OF LOT 1 OF BLOCK 4 OF SAGEWOOD WEST SUBDIVISION PHASE 1, LYING WITHIN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 102 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF RANGELY, COUNTY OF RIO BLANCO, STATE OF COLORADO

SHEET 2 OF 2



LOT No.	SQ. FT.	ACREAGE	PERCENT
1	75,827	1.736	46.7%
2	86,181	1.978	53.3%
ROW DEDICATION	0	0	0
TOTAL	161,808	3.714	100%

○	FOUNDATION FOUND, AS NOTED
□	FOUND CRACKED & IN CONCRETE
●	SET 18" LONG REBAR #4 - 1" DIAMETER
◎	YELLOW PLASTIC CAP, P.S. 1/2" DIA, TYPICAL
○	UNLESS NOTED OTHERWISE
(C)	CALCULATED
(M)	MEASURED
16	LOT NUMBER
(R)	RECORD
-----	EXISTING RECORD EASEMENT LINE
-----	NEW EASEMENT LINE (UNDIMENSIONED IN BRACKETS)
-----	NEW LOT LINE HEREBY CREATED BY THIS PLAT
-----	ADJOINING PARCEL OR LOT LINE
-----	CENTER LINE
-----	EXISTING SUBDIVISION BOUNDARY
-----	PLAT BOUNDARY LIMITS

LOT No.	SQ. FT.	ACREAGE	PERCENT
1	75,627	1.736	46.7%
2	86,181	1.978	53.3%
ROW DEDICATION	0	0	0
TOTAL	161,808	3.714	100%

POWER
Surveying Company, Inc.
Established 1986

1611 BROADWAY
P.O. BOX 50-146
PA. 200-50-146

TYPE OF SUBMITTAL: MINOR SUD PLAT

PREPARATION DATE: DECEMBER 20, 2024

REVISION DATE: _____

REVISION DATE: _____

REVISION DATE: _____

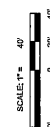
BOX No. 501-24-146

Box No. 501-24-146

SHEET 2 OF 2

SUBDIVISION PLAT

A PORTION OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 2, TOWNSHIP 1 NORTH, RANGE 102 WEST OF THE 6TH PRINCIPAL MERIDIAN, TOWN OF RANGELY, COUNTY OF RIO BLANCO, STATE OF COLORADO



TYPE OF SUBMITTAL:	MISC. EXHIBIT
PREPARATION DATE:	DECEMBER 20, 2024
REVISION DATE:	
REVISION DATE:	
REVISION DATE:	
JOB No. 501-24-146	Dwg No. 501-24-146.dwg

SHEET 1 OF 1



United States
Department of
Agriculture

NRCS

Natural
Resources
Conservation
Service

A product of the National
Cooperative Soil Survey,
a joint effort of the United
States Department of
Agriculture and other
Federal agencies, State
agencies including the
Agricultural Experiment
Stations, and local
participants

Custom Soil Resource Report for Rio Blanco County Area, Colorado



December 20, 2024

Preface

Soil surveys contain information that affects land use planning in survey areas. They highlight soil limitations that affect various land uses and provide information about the properties of the soils in the survey areas. Soil surveys are designed for many different users, including farmers, ranchers, foresters, agronomists, urban planners, community officials, engineers, developers, builders, and home buyers. Also, conservationists, teachers, students, and specialists in recreation, waste disposal, and pollution control can use the surveys to help them understand, protect, or enhance the environment.

Various land use regulations of Federal, State, and local governments may impose special restrictions on land use or land treatment. Soil surveys identify soil properties that are used in making various land use or land treatment decisions. The information is intended to help the land users identify and reduce the effects of soil limitations on various land uses. The landowner or user is responsible for identifying and complying with existing laws and regulations.

Although soil survey information can be used for general farm, local, and wider area planning, onsite investigation is needed to supplement this information in some cases. Examples include soil quality assessments (<http://www.nrcs.usda.gov/wps/portal/nrcs/main/soils/health/>) and certain conservation and engineering applications. For more detailed information, contact your local USDA Service Center (<https://offices.sc.egov.usda.gov/locator/app?agency=nrcs>) or your NRCS State Soil Scientist (http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/contactus/?cid=nrcs142p2_053951).

Great differences in soil properties can occur within short distances. Some soils are seasonally wet or subject to flooding. Some are too unstable to be used as a foundation for buildings or roads. Clayey or wet soils are poorly suited to use as septic tank absorption fields. A high water table makes a soil poorly suited to basements or underground installations.

The National Cooperative Soil Survey is a joint effort of the United States Department of Agriculture and other Federal agencies, State agencies including the Agricultural Experiment Stations, and local agencies. The Natural Resources Conservation Service (NRCS) has leadership for the Federal part of the National Cooperative Soil Survey.

Information about soils is updated periodically. Updated information is available through the NRCS Web Soil Survey, the site for official soil survey information.

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How Soil Surveys Are Made

Soil surveys are made to provide information about the soils and miscellaneous areas in a specific area. They include a description of the soils and miscellaneous areas and their location on the landscape and tables that show soil properties and limitations affecting various uses. Soil scientists observed the steepness, length, and shape of the slopes; the general pattern of drainage; the kinds of crops and native plants; and the kinds of bedrock. They observed and described many soil profiles. A soil profile is the sequence of natural layers, or horizons, in a soil. The profile extends from the surface down into the unconsolidated material in which the soil formed or from the surface down to bedrock. The unconsolidated material is devoid of roots and other living organisms and has not been changed by other biological activity.

Currently, soils are mapped according to the boundaries of major land resource areas (MLRAs). MLRAs are geographically associated land resource units that share common characteristics related to physiography, geology, climate, water resources, soils, biological resources, and land uses (USDA, 2006). Soil survey areas typically consist of parts of one or more MLRA.

The soils and miscellaneous areas in a survey area occur in an orderly pattern that is related to the geology, landforms, relief, climate, and natural vegetation of the area. Each kind of soil and miscellaneous area is associated with a particular kind of landform or with a segment of the landform. By observing the soils and miscellaneous areas in the survey area and relating their position to specific segments of the landform, a soil scientist develops a concept, or model, of how they were formed. Thus, during mapping, this model enables the soil scientist to predict with a considerable degree of accuracy the kind of soil or miscellaneous area at a specific location on the landscape.

Commonly, individual soils on the landscape merge into one another as their characteristics gradually change. To construct an accurate soil map, however, soil scientists must determine the boundaries between the soils. They can observe only a limited number of soil profiles. Nevertheless, these observations, supplemented by an understanding of the soil-vegetation-landscape relationship, are sufficient to verify predictions of the kinds of soil in an area and to determine the boundaries.

Soil scientists recorded the characteristics of the soil profiles that they studied. They noted soil color, texture, size and shape of soil aggregates, kind and amount of rock fragments, distribution of plant roots, reaction, and other features that enable them to identify soils. After describing the soils in the survey area and determining their properties, the soil scientists assigned the soils to taxonomic classes (units). Taxonomic classes are concepts. Each taxonomic class has a set of soil characteristics with precisely defined limits. The classes are used as a basis for comparison to classify soils systematically. Soil taxonomy, the system of taxonomic classification used in the United States, is based mainly on the kind and character of soil properties and the arrangement of horizons within the profile. After the soil

Custom Soil Resource Report

scientists classified and named the soils in the survey area, they compared the individual soils with similar soils in the same taxonomic class in other areas so that they could confirm data and assemble additional data based on experience and research.

The objective of soil mapping is not to delineate pure map unit components; the objective is to separate the landscape into landforms or landform segments that have similar use and management requirements. Each map unit is defined by a unique combination of soil components and/or miscellaneous areas in predictable proportions. Some components may be highly contrasting to the other components of the map unit. The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The delineation of such landforms and landform segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, onsite investigation is needed to define and locate the soils and miscellaneous areas.

Soil scientists make many field observations in the process of producing a soil map. The frequency of observation is dependent upon several factors, including scale of mapping, intensity of mapping, design of map units, complexity of the landscape, and experience of the soil scientist. Observations are made to test and refine the soil-landscape model and predictions and to verify the classification of the soils at specific locations. Once the soil-landscape model is refined, a significantly smaller number of measurements of individual soil properties are made and recorded. These measurements may include field measurements, such as those for color, depth to bedrock, and texture, and laboratory measurements, such as those for content of sand, silt, clay, salt, and other components. Properties of each soil typically vary from one point to another across the landscape.

Observations for map unit components are aggregated to develop ranges of characteristics for the components. The aggregated values are presented. Direct measurements do not exist for every property presented for every map unit component. Values for some properties are estimated from combinations of other properties.

While a soil survey is in progress, samples of some of the soils in the area generally are collected for laboratory analyses and for engineering tests. Soil scientists interpret the data from these analyses and tests as well as the field-observed characteristics and the soil properties to determine the expected behavior of the soils under different uses. Interpretations for all of the soils are field tested through observation of the soils in different uses and under different levels of management. Some interpretations are modified to fit local conditions, and some new interpretations are developed to meet local needs. Data are assembled from other sources, such as research information, production records, and field experience of specialists. For example, data on crop yields under defined levels of management are assembled from farm records and from field or plot experiments on the same kinds of soil.

Predictions about soil behavior are based not only on soil properties but also on such variables as climate and biological activity. Soil conditions are predictable over long periods of time, but they are not predictable from year to year. For example, soil scientists can predict with a fairly high degree of accuracy that a given soil will have a high water table within certain depths in most years, but they cannot predict that a high water table will always be at a specific level in the soil on a specific date.

After soil scientists located and identified the significant natural bodies of soil in the survey area, they drew the boundaries of these bodies on aerial photographs and

Custom Soil Resource Report

identified each as a specific map unit. Aerial photographs show trees, buildings, fields, roads, and rivers, all of which help in locating boundaries accurately.

Soil Map





































The soil map section includes the soil map for the defined area of interest, a list of soil map units on the map and extent of each map unit, and cartographic symbols displayed on the map. Also presented are various metadata about data used to produce the map, and a description of each soil map unit.

Custom Soil Resource Report Soil Map



Custom Soil Resource Report

MAP LEGEND

Area of Interest (AOI)		 Spoil Area
 Area of Interest (AOI)		 Stony Spot
Soils		 Very Stony Spot
 Soil Map Unit Polygons		 Wet Spot
 Soil Map Unit Lines		 Other
 Soil Map Unit Points		 Special Line Features
Special Point Features		Water Features
 Blowout		 Streams and Canals
 Borrow Pit		Transportation
 Clay Spot		 Rails
 Closed Depression		 Interstate Highways
 Gravel Pit		 US Routes
 Gravelly Spot		 Major Roads
 Landfill		 Local Roads
 Lava Flow		Background
 Marsh or swamp		 Aerial Photography
 Mine or Quarry		
 Miscellaneous Water		
 Perennial Water		
 Rock Outcrop		
 Saline Spot		
 Sandy Spot		
 Severely Eroded Spot		
 Sinkhole		
 Slide or Slip		
 Sodic Spot		

MAP INFORMATION

The soil surveys that comprise your AOI were mapped at 1:24,000.

Warning: Soil Map may not be valid at this scale.

Enlargement of maps beyond the scale of mapping can cause misunderstanding of the detail of mapping and accuracy of soil line placement. The maps do not show the small areas of contrasting soils that could have been shown at a more detailed scale.

Please rely on the bar scale on each map sheet for map measurements.

Source of Map: Natural Resources Conservation Service
Web Soil Survey URL:
Coordinate System: Web Mercator (EPSG:3857)

Maps from the Web Soil Survey are based on the Web Mercator projection, which preserves direction and shape but distorts distance and area. A projection that preserves area, such as the Albers equal-area conic projection, should be used if more accurate calculations of distance or area are required.

This product is generated from the USDA-NRCS certified data as of the version date(s) listed below.

Soil Survey Area: Rio Blanco County Area, Colorado
Survey Area Data: Version 19, Aug 29, 2024

Soil map units are labeled (as space allows) for map scales 1:50,000 or larger.

Date(s) aerial images were photographed: Jun 23, 2020—Jul 5, 2020

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background imagery displayed on these maps. As a result, some minor shifting of map unit boundaries may be evident.

Map Unit Legend

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
93	Turley fine sandy loam, 0 to 3 percent slopes	25.3	28.9%
95	Uffens loam, 0 to 5 percent slopes	62.1	71.1%
Totals for Area of Interest		87.4	100.0%

Map Unit Descriptions

The map units delineated on the detailed soil maps in a soil survey represent the soils or miscellaneous areas in the survey area. The map unit descriptions, along with the maps, can be used to determine the composition and properties of a unit.

A map unit delineation on a soil map represents an area dominated by one or more major kinds of soil or miscellaneous areas. A map unit is identified and named according to the taxonomic classification of the dominant soils. Within a taxonomic class there are precisely defined limits for the properties of the soils. On the landscape, however, the soils are natural phenomena, and they have the characteristic variability of all natural phenomena. Thus, the range of some observed properties may extend beyond the limits defined for a taxonomic class. Areas of soils of a single taxonomic class rarely, if ever, can be mapped without including areas of other taxonomic classes. Consequently, every map unit is made up of the soils or miscellaneous areas for which it is named and some minor components that belong to taxonomic classes other than those of the major soils.

Most minor soils have properties similar to those of the dominant soil or soils in the map unit, and thus they do not affect use and management. These are called noncontrasting, or similar, components. They may or may not be mentioned in a particular map unit description. Other minor components, however, have properties and behavioral characteristics divergent enough to affect use or to require different management. These are called contrasting, or dissimilar, components. They generally are in small areas and could not be mapped separately because of the scale used. Some small areas of strongly contrasting soils or miscellaneous areas are identified by a special symbol on the maps. If included in the database for a given area, the contrasting minor components are identified in the map unit descriptions along with some characteristics of each. A few areas of minor components may not have been observed, and consequently they are not mentioned in the descriptions, especially where the pattern was so complex that it was impractical to make enough observations to identify all the soils and miscellaneous areas on the landscape.

The presence of minor components in a map unit in no way diminishes the usefulness or accuracy of the data. The objective of mapping is not to delineate pure taxonomic classes but rather to separate the landscape into landforms or landform segments that have similar use and management requirements. The delineation of such segments on the map provides sufficient information for the development of resource plans. If intensive use of small areas is planned, however,

Custom Soil Resource Report

onsite investigation is needed to define and locate the soils and miscellaneous areas.

An identifying symbol precedes the map unit name in the map unit descriptions. Each description includes general facts about the unit and gives important soil properties and qualities.

Soils that have profiles that are almost alike make up a *soil series*. Except for differences in texture of the surface layer, all the soils of a series have major horizons that are similar in composition, thickness, and arrangement.

Soils of one series can differ in texture of the surface layer, slope, stoniness, salinity, degree of erosion, and other characteristics that affect their use. On the basis of such differences, a soil series is divided into *soil phases*. Most of the areas shown on the detailed soil maps are phases of soil series. The name of a soil phase commonly indicates a feature that affects use or management. For example, Alpha silt loam, 0 to 2 percent slopes, is a phase of the Alpha series.

Some map units are made up of two or more major soils or miscellaneous areas. These map units are complexes, associations, or undifferentiated groups.

A *complex* consists of two or more soils or miscellaneous areas in such an intricate pattern or in such small areas that they cannot be shown separately on the maps. The pattern and proportion of the soils or miscellaneous areas are somewhat similar in all areas. Alpha-Beta complex, 0 to 6 percent slopes, is an example.

An *association* is made up of two or more geographically associated soils or miscellaneous areas that are shown as one unit on the maps. Because of present or anticipated uses of the map units in the survey area, it was not considered practical or necessary to map the soils or miscellaneous areas separately. The pattern and relative proportion of the soils or miscellaneous areas are somewhat similar. Alpha-Beta association, 0 to 2 percent slopes, is an example.

An *undifferentiated group* is made up of two or more soils or miscellaneous areas that could be mapped individually but are mapped as one unit because similar interpretations can be made for use and management. The pattern and proportion of the soils or miscellaneous areas in a mapped area are not uniform. An area can be made up of only one of the major soils or miscellaneous areas, or it can be made up of all of them. Alpha and Beta soils, 0 to 2 percent slopes, is an example.

Some surveys include *miscellaneous areas*. Such areas have little or no soil material and support little or no vegetation. Rock outcrop is an example.

Rio Blanco County Area, Colorado

93—Turley fine sandy loam, 0 to 3 percent slopes

Map Unit Setting

National map unit symbol: jp6v
Elevation: 5,000 to 5,800 feet
Mean annual precipitation: 8 to 12 inches
Mean annual air temperature: 45 to 50 degrees F
Frost-free period: 105 to 125 days
Farmland classification: Prime farmland if irrigated

Map Unit Composition

Turley and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Turley

Setting

Landform: Fans, valley floors, stream terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous, mixed alluvium derived from sandstone and shale

Typical profile

H1 - 0 to 4 inches: fine sandy loam
H2 - 4 to 60 inches: loam

Properties and qualities

Slope: 0 to 3 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.60 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 10 percent
Maximum salinity: Very slightly saline to slightly saline (2.0 to 4.0 mmhos/cm)
Available water supply, 0 to 60 inches: High (about 11.2 inches)

Interpretive groups

Land capability classification (irrigated): 3e
Land capability classification (nonirrigated): 4e
Hydrologic Soil Group: C
Ecological site: R034BY106UT - Desert Loam (Shadscale)
Hydric soil rating: No

Minor Components

Other soils

Percent of map unit: 15 percent
Hydric soil rating: No

95—Uffens loam, 0 to 5 percent slopes

Map Unit Setting

National map unit symbol: jp6x
Elevation: 5,100 to 5,800 feet
Mean annual precipitation: 7 to 10 inches
Mean annual air temperature: 45 to 50 degrees F
Frost-free period: 105 to 130 days
Farmland classification: Not prime farmland

Map Unit Composition

Uffens and similar soils: 85 percent
Minor components: 15 percent
Estimates are based on observations, descriptions, and transects of the mapunit.

Description of Uffens

Setting

Landform: Fans, stream terraces
Landform position (three-dimensional): Talf
Down-slope shape: Linear
Across-slope shape: Linear
Parent material: Calcareous, saline alluvium

Typical profile

H1 - 0 to 2 inches: loam
H2 - 2 to 19 inches: sandy clay loam
H3 - 19 to 60 inches: sandy clay loam

Properties and qualities

Slope: 0 to 5 percent
Depth to restrictive feature: More than 80 inches
Drainage class: Well drained
Runoff class: Low
Capacity of the most limiting layer to transmit water (Ksat): Moderately high (0.20 to 0.60 in/hr)
Depth to water table: More than 80 inches
Frequency of flooding: None
Frequency of ponding: None
Calcium carbonate, maximum content: 15 percent
Gypsum, maximum content: 3 percent
Maximum salinity: Strongly saline (16.0 to 32.0 mmhos/cm)
Sodium adsorption ratio, maximum: 35.0
Available water supply, 0 to 60 inches: Low (about 4.9 inches)

Interpretive groups

Land capability classification (irrigated): 4s
Land capability classification (nonirrigated): 7s
Hydrologic Soil Group: C
Ecological site: R034BY006UT - Alkali Flat (Greasewood)

Custom Soil Resource Report

Hydric soil rating: No

Minor Components

Other soils

Percent of map unit: 15 percent

Hydric soil rating: No

References

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- United States Department of Agriculture, Natural Resources Conservation Service. National range and pasture handbook. <http://www.nrcs.usda.gov/wps/portal/nrcs/detail/national/landuse/rangepasture/?cid=stelpdb1043084>

Custom Soil Resource Report

United States Department of Agriculture, Natural Resources Conservation Service. National soil survey handbook, title 430-VI. http://www.nrcs.usda.gov/wps/portal/nrcs/detail/soils/scientists/?cid=nrcs142p2_054242

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eRecorded

Re-Recording to add Exhibit A - Legal Description
(original Reception # 323573)



File No.: F0724472-158-MR1

Corrected
SPECIAL WARRANTY DEED

THIS DEED, Made this 3rd day of November, 2021 between

Rangely Property LLC, a Colorado limited liability company
of the County of Rio Blanco and State of COLORADO, grantor(s), and
Paul Maguire

whose legal address is 9500 W. Flamingo Road Suite 205 Las Vegas, NV 89147

of the County of Clark, State of Nevada, grantee(s):

WITNESS, That the grantor(s), for and in consideration of the sum of Seven Hundred Seventy-Five Thousand Dollars and No/100's (\$775,000.00), the receipt and sufficiency of which is hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm, unto the grantee(s), his heirs and assigns forever, all the real property together with improvements, if any, situate, lying and being in the County of Rio Blanco, State of COLORADO, described as follows:

See Exhibit A attached hereto and made a part hereof.

also known by street and number as 131 River Road, Rangely, CO 81648-2309

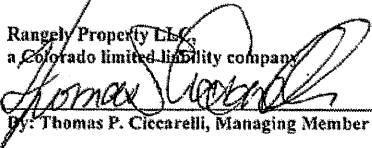
TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim and demand whatsoever of the grantor(s), either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances except for taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

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

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

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

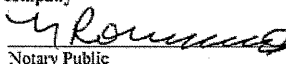
SELLER:

Rangely Property LLC,
a Colorado limited liability company

By: Thomas P. Ciccarelli, Managing Member

STATE OF COLORADO
COUNTY OF Denver

}ss:

The foregoing instrument was acknowledged before me this 3rd day of November, 2021 by Thomas P. Ciccarelli, Managing Member of Rangely Property LLC, a Colorado limited liability company


Notary Public

Witness my hand and official seal.

My Commission expires: 1-9-22

MARY ROMANO
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20064000766
MY COMMISSION EXPIRES JANUARY 9, 2022



Exhibit A

A portion of Lot 1, Block 4, of Sagewood West Subdivision, Phase 1, Town of Rangely, Colorado, according to the Final Plat thereof filed July 12, 1982 as Document No. 207248 and being more particularly described as follows:

Beginning at a point which lies South 89°52'14" West, 17.00 feet from the Southeast corner of Sagewood West Subdivision;
Thence South 89°52'14" West, 431.56 feet;
Thence North 10°22'00" East, 416.50 feet;
Thence North 89°40'30" East, 357.58 feet;
Thence South 00°08'04" West, 410.78 feet to the Point of Beginning.

County of Rio Blanco, State of Colorado.

^ Section 302: Standards for Signs

302.1 Intent

The intent of this Section is to provide each property owner with an opportunity for effective identification while maintaining the visual appearance of scenic corridors, business, commercial, and industrial areas by avoiding clutter and excessive signage in terms of area, number, lighting, and other features.

302.2 Restrictions

No sign, not specifically exempted by this LUC, shall hereafter be located, erected, moved, reconstructed, enlarged, converted, or structurally altered unless such sign conforms to the provisions of this title.

302.3 Signs Exempted

The following signs shall be exempted from the requirements of this LUC:

- Flags, banners, and/or emblems of governmental, civic, philanthropic, or educational organizations flown or exhibited on the premises of such organization and limited singly or in the aggregate to an area of forty-eight (48) square feet but excluding signs that are prohibited in this Section.
- Signs of a duly constituted government body, including traffic control signs, street signs, and public notices required by law.
- Painted scene, figure, or decorative signs enhancing building architecture including trademarks or advertising message as approved by the Planning Commission.
- Holiday decorations, flags, emblems, or banners customarily associated with any national, local, or religious holiday and limited to a display period of not more than sixty (60) days.
- Signs located in the interior of windows and intended for viewing from the outside but excluding signs that are prohibited in this Section.
- Directional signs such as entrance or exit with a sign area not exceeding two (2) square feet and not limited in number.
- Standing signs of not more than ten square feet (10), two by three feet on each side, located at the entrance to the business advertising specials, options, menus, etc., that are removed on a daily basis.

302.4 Signs Prohibited

- The following signs shall not be permitted in any zone:
- Outdoor advertising signs not on the premises related to the use;
- Signs on trees and utility poles;
- Signs on vacant property except a sign advertising the premises for sale, or lease, or for political purpose as outlined in this Section;

302.5 Review Criteria

Sign approval shall be obtained prior to the placement of any permanent identification sign in the Town. Signs that do not conform to this Section shall be handled under the Enforcement Section of this LUC. The administrators shall approve a sign permit only under the following conditions:

- Each legally-established principal use is limited to signs equal to the square footage as allowed.
- The size and height of each sign must comply with basic design standards of this Section and shall be on the property of the principal use advertising the sign.
- Any light used to illuminate a sign must conform to the lighting standards of this code.

302.6 Process

Any application for sign approval will follow the same process as for notice of activity and in general shall include:

- An application on a form provided by the Town
- A drawing of the proposed sign showing dimensions to the nearest inch with area calculations shown on the drawing;
- A copy of a plot plan, showing the proposed location and orientation of the sign. The plot plan must include all recorded easements and rights-of-way that may affect or be affected by the location of the proposed sign. No sign is permitted that would create a sight obstruction for traffic or create any hazard for motorists, cyclists or pedestrians, and;
- A description of sign illumination;

The administrators shall review applications as expeditiously as possible and notify the applicant of a decision of approval. A decision to deny the application must specify review standards that were not met. The administrators decision can be appealed to the Planning Commission.

302.7 Temporary Signs

Temporary signs that are not commercial in nature (such as campaign, election, community event or non-profit fund raiser signs) are allowed without sign approval if they meet all of the following conditions:

- The maximum sign size does not exceed 12 square feet in any district.
- Each parcel is limited to one sign for each candidate, issue or event.
- Signs must be placed only on private, not public property. Signs must be located outside any right-of-way or easement and placed to avoid any sight obstruction for motorists, cyclists and pedestrians.
- Signs must be removed within 5 days after a campaign, election or event.
- Signs that do not meet all the criteria noted in the bullets above shall be subject to the sign approval process as described in this

302.8 Special Events

Banners, balloons and flags may be used for a time period not to exceed a total of three days in any calendar year to promote a special event. Sign approval is required for a special event.

302.9 Development Identification Signs

A proposed development may include a proposal for an identification sign in preliminary application. The sign will be considered as part of the development plan and the size, height, location and construction materials will be reviewed in the context of the proposed development. Sign approval is required for all development identification signs and is subject to requirements of this section.

302.10 Construction and For Sale Signs

Signs containing 9 square feet or less may be placed on a parcel to identify contractors working on a project on that site or advertise the parcel for sale. These signs cannot be illuminated and must be placed outside any easement or right-of way and must not create a sight obstruction for motorists, cyclists or pedestrians. Construction and For Sale signs do not require sign approval.

302.11 Directional Signage

The Town may be petitioned to add a sign in areas of rights-of-way so the public can be directed to key public assets such as, but not limited to, schools. These posts shall be managed by the Town Public Works Department.

302.12 Standards for Rural Residential and Suburban Districts

One identification sign for each street upon which a residential property faces shall not exceed an area of 3 square feet. Notice and identification number for residences shall not exceed 9 square feet with any one sign exceeding 6 square feet and that are in keeping with the character of the neighborhood.

302.13 Standards for Urban Districts

One identification sign for each street upon which a residential property faces shall not exceed an area of 3 square feet. Notice and identification number for residences shall not exceed 9 square feet with any one sign exceeding 6 square feet and shall be in keeping with the character of the neighborhood. One additional sign advertising home business and other permitted uses not exceeding 9 square feet is permitted.

302.14 Standards for Industrious and Town Districts

All signage shall not exceed 96 square feet with no one sign exceeding 42 square feet for the purpose of announcing the name of a business or service establishment or to indicate the type of goods sold. Height shall not exceed the roofline or parapet of the highest building on the premises.

302.15 Charitable and other Institutional Type Signs

302.15 Charitable and other Institutional Type Signs

Identification signs for charitable, historical, religious, government, or educational uses may have a sign area not exceeding twenty (20) square feet.

302.16 Non-Conforming Signs

All signs, in all districts, that become non-conforming at the time of the passage of this regulation may be maintained and kept in a state of good repair, so long as such signs are not relocated, replaced or structurally altered.

302.17 Site Considerations

A sign may be erected within a public right-of-way provided it is installed behind the sidewalk or area where sidewalks would normally be installed and proof of insurance is filed with the Town. No sign shall be installed at an intersection so as to interfere with safe sight lines.

Illuminated signs shall be shielded to avoid casting direct light upon an abutting property in any zone, upon any public street or park, or upon any residential building or use. No searchlight or any beam or beacon of light resembling any emergency vehicle or facility shall be permitted as part of any sign.

No sign shall be maintained where by reason of its position, size, shape, or color, it may obstruct, impair, obscure, or be confused with any traffic control sign, signal, or device, or where it may interfere with, mislead, or confuse traffic or be misconstrued as public safety warning or official traffic control sign.

Signs and sign structures shall be maintained in good condition and repaired as necessary. Signs which become unsafe or dilapidated or are no longer functional or are abandoned or become obsolete shall, upon notice from the administrators, be removed or repaired by the owner or lessee of the property on which the signs stand within 30 days from the date such notice is given.

Recent sign approvals:

Dollar General:

Year: 2020

Size:

1x 3'9" x 26' wall sign

1x 6' x 16' pylon at 21' ht

Total Ft2: 193.50 ft2

Maverik:

Year: 2024

Size:

3x 47" x 94" (Bldg W elev. and gas pump canopy structure)

2x 58" x 11' (Bldg N and S elevs.)

129.8 ft2 (pole) (reduced from 158.83 ft2 as KnG)

Total Ft2: 328 ft2

Tractor Supply:

Year: 2025

Size:

1x 8' x 24' wall sign

1x 18' x 6' Pole at 36' ht

Total Ft2: 300 ft2

The Town would like the ability to administratively approve these up to 350 ft2 in industrial commercial zones without requiring a variance.

Codes



Title 1 - General Provisions



Title 2 - Administration and Personnel



Title 3 - Municipal Court



4.04 Public Nuisances Generally

4.08 Public Nuisances relating to Health

5.04 Business Licenses

5.05 Marijuana

5.12 Electric Utility Tax

5.16 Telephone Utility Tax

6.01 Definitions

6.02 Rabies Count

6.03 Registration License

6.04 Animals Running at large

6.05 Impounding

6.06 Disposition of Owned Animals and Feral Cats

6.07 Vicious Animals Prohibited

6.08 Reporting Animal Bites

Section 243: Building Codes

243.1 Intent

The intent of this Section is to provide for the safe and reliable construction of buildings and structures to secure the community and provide for transfer of appropriate development upon sale. All buildings, structures and facilities that are built in or brought into the Town of Rangely shall adhere to the applicable building standards as promulgated at the state and federal level, and as in this LUC.

243.2 Aspects applicable to all Adopted Codes

243.2.1 All codes adopted in this LUC shall have the same adoption date as for the LUC as a whole. The jurisdiction noted in each code shall be the Town of Rangely in Rio Blanco County, State of Colorado. Fees and fines in each code shall be those adopted in the Rangely Municipal Code.

243.2.2 As applies in the various codes decks not more than thirty inches (30) above grade and not more than twenty square feet (20 sq. ft.) do not require a building permit.

243.2.3 When there is an apparent contradiction between this section and another section of the LUC, and/or one or another of the adopted codes the more restrictive shall apply.

243.3 Adoption of International Building Code

The Town of Rangely hereby adopts the International Building Code, 2006 Edition, published by the International Code Council, 5203 Leesburg Pike, Suite 600, Falls Church, VA 22041-3405 and the associated appendixes of F, G, I, J, and K for the purpose of providing minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of all buildings and structures within the Town. The code, and the whole thereof, is adopted by reference thereto the same as if set forth in length in this Section with the amendments, deletions and additions as follows: International Building Code, 2006 Edition, Permits 105.2, Item #1: One Story detached accessory structures used as tool and storage sheds, playhouses and similar uses, provide the floor area does not exceed 120 160 square feet.

243.4 Adoption of International Residential Code

The Town of Rangely hereby adopts the International Residential Code, 2006 Edition, including Appendix Chapter E, published by the International Code Council, 5203 Leesburg Pike, Suite 600, Falls Church, VA 22041-3405, and the associated appendixes of A, B, C, D, G, J, N, and O for the purpose of providing minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of one and two-family dwellings within the Town. The code, and the whole thereof, is adopted by reference thereto the same as if set forth in length in this Section with the amendments, deletions and additions as follows:

Table R301.2(1) Climatic and Geographic Design Criteria completed as follows:

Ground Snow Load - 65 psf Wind Speed - 90 MPH Seismic Design Category - B Subject to Damage by Weathering - Severe Subject to Damage by Frostline Depth - 42 inches Subject to Damage by Termite - Slight to Moderate Subject to Damage by Decay - Slight to Moderate Winter Design Temperature - 15°F (-26°C) Ice Shield Underlayment Required - Yes Flood Hazards - FIRM, Community Panels as applicable within the

243.4 Adoption of International Residential Code

The Town of Rangely hereby adopts the International Residential Code, 2006 Edition, including Appendix Chapter E, published by the International Code Council, 5203 Leesburg Pike, Suite 600, Falls Church, VA 22041-3405, and the associated appendixes of A, B, C, D, G, J, N, and O for the purpose of providing minimum standards to safeguard life or limb, health, property, and public welfare by regulating and controlling the design, construction, quality of materials, use and occupancy, location and maintenance of one and two-family dwellings within the Town. The code, and the whole thereof, is adopted by reference thereto the same as if set forth in length in this Section with the amendments, deletions and additions as follows:

Table R301.2(1) Climatic and Geographic Design Criteria completed as follows:


Ground Snow Load – 65 psf Wind Speed – 90 MPH Seismic Design Category – B Subject to Damage by Weathering – Severe Subject to Damage by Frostline Depth – 42 inches Subject to Damage by Termite – Slight to Moderate Subject to Damage by Decay – Slight to Moderate Winter Design Temperature – 15°F (-26°C) Ice Shield Underlayment Required – Yes Flood Hazards – FIRM, Community Panels as applicable within the Town of Rangely jurisdiction. Air Freezing Index – 1634 °F Mean Annual Temperature – 42.2 °F

The Town would like to change the requirement to 45 psf roof to make the submittal and review process simpler.

Title 15 - Article VI - Subsection

What's the difference between


← → ↺ 🔍 https://www.engineeringexpress.com/wiki/whats-the-difference-between-ground-and-roof-snow-load-for-patio-covers/ Caselle Connect On... WWTP Headworks -... Grants Portal - Term... Flood Hazard - CO... FEMA Flood Map Se... Log In - inreach.gar... DWR Online Data S... Federal and Stat

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Two key types of snow loads — **ground snow load and roof snow load** — are often referenced in structural design, but they differ in how they impact the design of a roof, patio cover, or sunroom.


This article will explore the differences between these two types of loads, including snow drift, and explain why it's crucial to account for both when ensuring the safety and stability of your patio cover during the winter months.



What Is Ground Snow Load?

Ground snow load (P_g) is a measure of the weight of snow that accumulates on the ground in a specific location, representing the **maximum expected snow accumulation** at that site. It serves as the baseline for calculating the **roof snow load**, which is critical for designing structures to withstand snow-related forces. P_g is derived from historical data collected at weather stations, reflecting typical snow accumulation patterns for the region.

For structural design, P_g can be obtained from resources such as the [ASCE 7 Standard \(Chapter 7, Figure 7.2.1\)](#) or the [ASCE Hazards Tool](#). In areas marked as "CS" in ASCE 7, site-specific studies may be needed due to significant variations in snow accumulation. The ground snow load must be approved by the Authority Having Jurisdiction (AHJ), and additional research may be required, though some information can be found on the ATC website. Always check with your local building department to confirm the local ground snow load.

ASCE HAZARD TOOL

Title 15 - Article VI - Subsection

What's the difference between

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https://www.engineeringexpress.com/wiki/whats-the-difference-between-ground-and-roof-snow-load-for-patio-covers/

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What about Roof Snow Load?

Roof snow load is the amount of snow that a roof is expected to support, which is critical for designing safe and durable structures. While the ground snow load provides a baseline, it is not the actual load applied to the roof. The roof snow load can be calculated from the local ground snow load using the equations found in Chapter 7 of ASCE 7. This calculation is influenced by several factors, including the roof's shape, slope, thermal conditions, and exposure to the elements. For some conditions, the Roof Snow Load may actually be lower than the Ground snow load in the area!

Roof snow loads are calculated in stages, starting with a general flat roof load. This is then adjusted based on the roof's slope and the potential for snow drift that can accumulate from nearby structures.

Flat Roof Snow Load (P_f)

For flat roofs (slope $\leq 5^\circ$), such as those in patio enclosures or carports, the flat roof snow load is calculated using the following formula from **ASCE 7, Formula 7.3-1**:

$$P_f = 0.7 \times C_e \times C_t \times I_s \times P_g$$

Where:

- P_f = Flat Roof Snow Load
- C_e = Exposure Factor: This accounts for the structure's exposure to wind and its surroundings, affecting how snow is deposited on the roof.
- C_t = Thermal Factor: This factor considers the heat generated by the building, which affects how snow melts or accumulates depending on the temperature of the structure.
- I_s = Importance Factor: This adjusts for the intended use of the building, with higher importance given to buildings that are

67

Title 15 - Article VI - Subsection

What's the difference between

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P_g = Ground Snow Load

Sloped Roof Snow Load (P_s)

Sloped roofs are treated differently from flat roofs because snow behaves differently depending on the angle of the roof. On sloped roofs, snow can slide off more easily, reducing the load compared to a flat roof where snow may accumulate more heavily. Therefore, sloped roof snow loads are calculated using different methods to account for this difference in snow accumulation and movement.

For roofs with a slope $\geq 5^\circ$, the snow load is calculated differently than for flat roofs. Snow loads on sloped roofs are determined based on the horizontal projection of the roof, meaning the snow load on a sloped roof is generally less than or equal to that on a flat roof.

The sloped roof snow load (balanced) is calculated using **Formula 7.4-1** of **ASCE 7**:

$$P_s = P_f \times C_s$$

Where:

P_s = Sloped Roof Snow Load

P_f = Flat Roof Snow Load

C_s = Roof Slope Factor: Found in Table 7.4-1 of ASCE 7.

General Comparison

Title 15 - Article VI - Subsection

What's the difference between

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https://www.engineeringexpress.com/wiki/whats-the-difference-between-ground-and-roof-snow-load-for-patio-covers/

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Using a 20 psf Ground Snow Load:

THE DESIGN LOADS PROVIDED ARE GENERAL EXAMPLES & MAY NOT BE USED FOR DESIGN, CERTIFICATION OR PERMITTING. ENGINEERING CALCULATIONS REQUIRE A VALID CERTIFICATION FOR USE

Exposure Factor Category (Surface Roughness)	Resulting Exposure factor Ce (Partially Exposed)	Structure Type Examples	Thermal Factor, Ct	Importance Factor, I (Patio: Risk II)	ROOF SNOW LOAD Flat (< 5 degrees), PSF	ROOF SNOW LOAD Sloped Roof (30°) Unobstructed Slippery Surface (FIG 7.4-1), PSF	ROOF SNOW LOAD Sloped Roof (30°) All Other Surfaces, PSF
B	1.0	Pergola & Open Air Structures (Cold)	1.2	1	16.8	13.1	16.8
	1.0	Continuously Heated Sunroom / Greenhouse (Warm)	0.85	1	11.9	7.4	11.9
C	1.0	Pergola & Open Air Structures (Cold)	1.2	1	16.8	13.1	16.8
	1.0	Continuously Heated Sunroom / Greenhouse (Warm)	0.85	1	11.9	7.4	11.9
D	0.9	Pergola & Open Air Structures (Cold)	1.2	1	15.1	11.8	15.1
	0.9	Continuously Heated Sunroom	0.85	1	10.7	6.7	10.7

"Dark skies" in a land use code refers to regulations within a zoning ordinance that specifically address light pollution, aiming to preserve the natural darkness of the night sky by controlling the design and placement of outdoor lighting fixtures, typically by requiring shielded lights directed downwards to minimize light trespass and glare, thus protecting the view of stars and the nocturnal environment.

Key aspects of a "dark skies" land use code might include:

- **Lighting fixture requirements:**

Specifying that all outdoor lights must be fully shielded to prevent upward light emission.

- • **Light intensity limits:**

Setting maximum brightness levels for different zoning areas.

- • **Color temperature restrictions:**

Encouraging the use of warm-colored light bulbs to reduce blue light pollution.

- • **Light trespass limitations:**

Rules to prevent excessive light from spilling onto neighboring properties.

- • **Designation of "dark sky zones":**

Identifying specific areas within a community where stricter lighting regulations are enforced, often in areas with high astronomical viewing potential.

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Why is it important?

- **Environmental impact:** Excessive light pollution can disrupt wildlife behavior, particularly nocturnal animals.

- • **Aesthetic value:** Preserving a clear view of the night sky enhances the natural beauty of a community.

- • **Astronomical observation:** Dark skies are crucial for amateur and professional astronomers.