

FIRST AMENDMENT TO DEVELOPMENT AGREEMENT

THIS FIRST AMENDMENT (the "Amendment") is made as of the ___ day of _____, 2019 (the "Effective Date", that being the last date that both the County and Owner execute this Amendment and it is formally ratified by the County) by and between the BOARD OF COMMISSIONERS OF ARCHULETA COUNTY, COLORADO ("County") and FAIRWAY LAND TRUST ("Owner") with reference to the following:

WHEREAS, County and Owner entered into that certain Development Agreement dated as of September 1, 2009 which was filed for record on October 16, 2009 in the public records of Archuleta County, CO under Receipt No. 20908196 (the "Development Agreement") affecting those certain lands described on Exhibit "A" attached hereto; and

WHEREAS, County and Owner wish to modify the Development Agreement in the manner more particularly set forth herein below.

NOW THEREFORE, in consideration of the sum of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby conclusively acknowledged, the County and Owner agree as follows:

1. Recitals. The foregoing recitals are true and correct and incorporated herein by this reference. All capitalized terms used herein shall have the meaning ascribed to them in the Development Agreement, unless otherwise defined herein. In the event of a conflict between the terms of the Development Agreement and the terms of this Amendment, the terms of this Amendment shall control.

2. Vesting Period. It is acknowledged that the initial Vesting Period under the Development Agreement expires on September 1, 2019. Pursuant to the provisions of the Development Agreement, Owner has the right to extend the initial Vesting Period for an additional fifteen (15) years to September 1, 2034 (the "Extended Vesting Period") under certain conditions. Owner and the County are entering into this Amendment to modify certain terms of the Development Agreement and confirm the conditions under which the Extended Vesting Period shall come into effect.

3. Extension of Vesting Period.

a. San Juan River Public Trail Easement. The County hereby acknowledges and confirms that Owner has satisfied the Vesting Period extension condition set forth under Section 2.7(ii)(2) and Section 9.0(1) of the Development Agreement with respect to dedication of a public trail easement and open space along the San Juan River.

b. Perimeter Bicycle Trail Easements. Pursuant to Section 9.0 of the Development Agreement, Owner is required to dedicate an easement for a public bicycle

trail along Light Plant Road and Highway 84 (the "Perimeter Bike Trail") in the general locations set forth in the Concept Plan Map as a condition to the extension of the initial Vesting Period. Owner and the County agree that within ninety (90) days following the Effective Date of this Amendment, Owner shall grant to the County a written easement in recordable form and substance reasonably acceptable to the County for the Perimeter Bike Trail for its use as a publicly accessible bicycle, hiking and/or walking trail. The Perimeter Bike Trail shall run along the perimeter boundaries of Owner's Property which abut Light Plant Road and Highway 84 in the general locations shown on the Concept Plan Map and Owner shall be responsible for obtaining the necessary legal descriptions and surveyor's sketch of the easement areas at Owner's expense. The Perimeter Bike Trail easement shall be at least twenty (20) feet in width and provide that the easement area is non-exclusive in nature and may also be used by Owner and the County for utilities and Owner shall specifically have the continuing right to cross all portions of the easement areas for ingress and egress to the Property and for utility installations, provided that such use does not materially impair the easement area's use as a bicycle, walking and/or hiking trail. It is agreed that the Perimeter Bike Trail easement area may also be used for utility installations and such areas shall be taken into due consideration and credited towards any future requirement by the County to dedicate perimeter utility easements as and when the Property is sub-divided. As set forth in the Development Agreement, the County shall be solely responsible for improving the Perimeter Bike Trail easement area for its use as a bicycle, hiking and/or walking path and for maintaining same.

c. Affordable/Attainable Workforce Housing. Section 2.7(ii)(2), Section 9.0(2) and Section 6.0 of the Development Agreement further require Owner to either dedicate the Affordable/Attainable Housing Area (i.e. the 5 acre parcel lying along Highway 84 which is designated as such on the Concept Plan Map) to the County or participate in a fee-in-lieu program as a condition to the extension of the initial Vesting Period (the "Affordable Housing Extension Requirement"). The County and Owner have been unable to agree on the fee-in-lieu and the County is not desirous of obtaining title to the Affordable/Affordable Housing Area at this time due to unavailability of utilities and adequate access and, accordingly, the County and Owner agree to the following modification of the Affordable Housing Extension Requirement:

i. County agrees that Owner is not required to transfer the Affordable/Attainable Housing Area to the County at this time, nor is Owner required to pay a fee-in-lieu thereof;

ii. County and Owner agree that the Affordable/Attainable Housing Area shall only be developed for affordable/attainable housing and shall be restricted to such use, provided that agricultural, ranch, recreational and associated uses may continue on such parcel until such time as it is in fact developed for affordable/attainable housing;

iii. County and Owner agree that at such time as public utility services (specifically electric, potable water and sanitary sewer services) are available at or near the boundaries of the Affordable/Attainable Housing Area or at the time that the

first subdivision of the land in Tracts 5, 6 or 7 occurs (whichever first occurs), Owner will either dedicate (i.e. donate and convey) the Affordable/Attainable Housing Area to the County for a third party's installation and construction of Affordable/Attainable Workforce Housing (which conveyance would include a deed restriction restricting the use of such parcel to Affordable/Attainable Workforce Housing) OR agree to develop Affordable/Attainable Workforce Housing in a manner and with timing reasonably acceptable to the County on a commercially reasonable basis. To avoid any uncertainty, it is the intention and agreement of the parties that Owner may at any time dedicate the Affordable/Attainable Housing Area to the County and such dedication shall fully satisfy the requirements of the Development Agreement with respect to Affordable/Attainable Workforce Housing.

3. Grant of Extended Vesting Period. In consideration of the covenants and agreements set forth in this Amendment, the County hereby confirms and agrees that the Vesting Period is hereby extended for an additional period of fifteen (15) years through September 1, 2034.

4. Notices. The notice address for Owner which is set forth in Section 13.1 of the Development Agreement is hereby amended to the following address: Fairway Land Trust, 3350 Mary Street, Miami, Florida 33133, Attn: Alan W. Levine, Trustee.

5. Property Description. It is acknowledged that Owner previously sold and transferred the Future Development Parcel legally described on Exhibit "B" attached hereto (the "Transferred Parcel") and is no longer the owner thereof. Accordingly, the Property to which the Development Agreement applies (with respect to Owner) currently consists of the Property described in the Development Agreement, less the Transferred Parcel which was previously conveyed by Owner to a third party.

6. Modification of Agreement. No waiver or modification of this Amendment or of any covenant, condition, or provision herein obtained shall be valid unless in writing and duly executed by the party to be charged therewith.

7. Severability. In the event any of the provisions of this Amendment shall be held to be invalid by any court of competent jurisdiction, the same shall be deemed severable, and as never having been contained herein, and this Amendment shall then be construed and enforced in accordance with the remaining provisions hereof.

8. Binding Effect. This Amendment shall inure to the benefit of and shall be binding upon the parties hereto and their respective heirs, legatees, administrators, executors, legal representatives, successors and permitted assigns.

9. Ratification. The Development Agreement, as modified by this Amendment, is hereby ratified and affirmed by Owner and County.

10. No Waiver of Governmental Immunity. The Parties hereto understand and agree that by the Development Agreement or this Amendment, the County, its

commissioners, officials, officers, directors, agents and employees, are relying on, and do not waive or intend to waive the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, §§ 24-10-101 to 120, C.R.S., or otherwise available to the County.

IN WITNESS WHEREOF, Owner and County have duly executed this Amendment as of the Effective Date.

OWNER:

FAIRWAY LAND TRUST

By: Fairway Property Investors, LLLP, as its sole trustee

By: Levine Fairway Trust, as its sole General Partner

By: _____
Alan W. Levine, Sole Trustee

STATE OF FLORIDA)
) SS
COUNTY OF MIAMI-DADE)

The foregoing Amendment was duly acknowledged and executed on this ___ day of _____, 2019 by ALAN W. LEVINE, as Trustee, who is personally known to me.

My Commission Expires:

NOTARY PUBLIC, State of Florida
Print name: _____

COUNTY:

Attest:

BOARD OF COUNTY COMMISSIONERS
OF ARCHULETA COUNTY,
COLORADO

County Clerk

By: _____
Chairperson

(Affix County Seal)

Exhibit "A"

Legal Description of Property



20908196 10/16/2009 9:00 AM June Madrid
 3 of 33 RES R50.00 D\$0.00 Archuleta County

EXHIBIT A

LEGAL DESCRIPTION OF PROPERTY
 EXHIBIT A

A TRACT OF LAND LOCATED IN SECTIONS 19 AND 30 OF TOWNSHIP 35 NORTH, RANGE 1 WEST AND SECTIONS 24 AND 25 OF TOWNSHIP 35 NORTH, RANGE 2 WEST, NEW MEXICO PRINCIPAL MERIDIAN, ARCHULETA COUNTY, COLORADO, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS, TO-WIT:

BEGINNING AT ON THE NORTH LINE OF GLO LOT 3 OF SECTION 24 AT A POINT IN THE SAN JUAN RIVER AS SHOWN ON THAT PLAT RECORDED UNDER RECEPTION NO. 99011912;
 THENCE ALONG THE SAN JUAN RIVER THE FOLLOWING AS SHOWN ON THAT PLAT RECORDED UNDER RECEPTION NO. 99011912:
 THENCE N.30°27'09"E., 181.68 FEET ALONG THE CENTER OF THE SAN JUAN RIVER;
 THENCE N.45°53'02"E., 312.52 FEET ALONG THE CENTER OF THE SAN JUAN RIVER;
 THENCE N.63°00'11"E., 328.39 FEET ALONG THE CENTER OF THE SAN JUAN RIVER;
 THENCE N.38°10'52"E., 156.33 FEET ALONG THE CENTER OF THE SAN JUAN RIVER;
 THENCE N.15°35'28"E., 89.39 FEET ALONG THE CENTER OF THE SAN JUAN RIVER;
 THENCE N.08°19'20"E., 234.77 FEET ALONG THE CENTER OF THE SAN JUAN RIVER;
 THENCE N.07°06'38"W., 267.64 FEET ALONG THE CENTER OF THE SAN JUAN RIVER;
 THENCE N.13°22'34"W., 305.94 FEET ALONG THE CENTER OF THE SAN JUAN RIVER;
 THENCE N.07°23'06"W., 329.09 FEET ALONG THE CENTER OF THE SAN JUAN RIVER;
 THENCE N.14°53'58"W., 134.51 FEET ALONG THE CENTER OF THE SAN JUAN RIVER;
 THENCE N.29°40'54"W., 201.29 FEET ALONG THE CENTER OF THE SAN JUAN RIVER;
 THENCE N.04°57'00"W., 483.08 FEET ALONG THE CENTER OF THE SAN JUAN RIVER TO ITS INTERSECTION WITH THE SOUTH LINE OF THE TOWNSITE OF PAGOSA SPRINGS;
 THENCE S.89°02'22"E., 136.11 FEET LEAVING THE SAN JUAN RIVER AND ALONG THE SOUTH LINE OF THE TOWNSITE OF PAGOSA SPRING TO THE SOUTH 1/4 ON THE SOUTH LINE OF THE TOWNSITE OF PAGOSA SPRING;
 THENCE N.89°45'32"E., 660.40 FEET ALONG THE SOUTH LINE OF THE TOWNSITE OF PAGOSA SPRING TO THE SOUTHEAST CORNER OF BLOCK 65 OF THE TOWNSITE OF PAGOSA SPRINGS;
 THENCE N.89°46'44"E., 1967.98 FEET ALONG THE SOUTH LINE OF THE TOWNSITE OF PAGOSA SPRING TO THE SOUTHEAST CORNER THEREOF;
 THENCE N.01°35'43"E., 1008.49 ALONG THE EAST LINE OF THE TOWNSITE OF PAGOSA SPRINGS TO ITS INTERSECTION WITH THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 186 ON PAGE 837;
 THENCE S.89°06'22"E., 151.13 FEET ALONG THE NORTH LINE OF THAT PARCEL OF LAND DESCRIBED IN BOOK 186 ON PAGE 837 TO ITS INTERSECTION WITH THE EAST LINE OF SECTION 24, T35N, R2W;
 THENCE S.01°23'01"W., 1785.96 FEET ALONG THE EAST LINE OF SECTION 24, T35N, R2W, BEING IDENTICAL WITH THE WEST LINE OF GLO LOTS 1 AND 2 OF SECTION 19, T35N, R1W AND TO THE NORTHWEST CORNER OF GLO LOT 3 OF SECTION 19, T35N, R1W;
 THENCE S.89°44'25"E., 1748.21 FEET ALONG THE NORTH LINE OF GLO LOT 3 AND THE NE1/4SW1/4 OF SECTION 19 OF T35N, R1W, TO THE INTERSECTION WITH THE WESTERLY RIGHT OF WAY LIMITS OF U.S. HIGHWAY NO. 84;
 THENCE 416.26 FEET ALONG THE WESTERLY RIGHT OF WAY LIMITS OF U.S. HIGHWAY NO. 84 ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 1697.00 FEET AND A CHORD WHICH BEARS S.06°24'47"E., 415.22 FEET DISTANT;
 THENCE S.13°26'22"E., 171.62 FEET ALONG THE WESTERLY RIGHT OF WAY LIMITS OF U.S. HIGHWAY NO. 84;
 THENCE S.22°11'22"E., 341.32 FEET ALONG THE WESTERLY RIGHT OF WAY LIMITS OF U.S. HIGHWAY NO. 84;
 THENCE S.22°15'00"E., 442.18 FEET ALONG THE WESTERLY RIGHT OF WAY LIMITS OF U.S. HIGHWAY NO. 84;
 THENCE S.13°43'30"E., 101.09 FEET ALONG THE WESTERLY RIGHT OF WAY LIMITS OF U.S. HIGHWAY NO. 84;
 THENCE S.22°15'00"E., 899.91 FEET ALONG THE WESTERLY RIGHT OF WAY LIMITS OF U.S. HIGHWAY NO. 84;
 THENCE S.08°12'30"E., 103.09 FEET ALONG THE WESTERLY RIGHT OF WAY LIMITS OF U.S. HIGHWAY NO. 84;
 THENCE S.22°15'00"E., 699.93 FEET ALONG THE WESTERLY RIGHT OF WAY LIMITS OF U.S. HIGHWAY NO. 84;
 THENCE S.44°03'36"E., 108.03 FEET ALONG THE WESTERLY RIGHT OF WAY LIMITS OF U.S. HIGHWAY NO. 84;
 THENCE S.22°15'00"E., 1091.09 FEET ALONG THE WESTERLY RIGHT OF WAY LIMITS OF U.S. HIGHWAY NO. 84;
 THENCE N.88°07'01"W., 771.10 FEET TO THE EAST LINE OF THE SE1/4 NW1/4 OF SECTION 30, TOWNSHIP 35 NORTH, RANGE 1 WEST;
 THENCE S.00°40'42"W., 29.16 FEET ALONG THE EAST LINE OF THE SE1/4 NW1/4 OF SECTION 30, TO THE NORTHERLY RIGHT OF WAY LIMITS OF COUNTY ROAD NO. 119, AS DESCRIBED UNDER RECEPTION NO. 20108150 A.C.R.;
 THENCE S.22°14'39"W., 80.00 FEET TO THE SOUTHERLY RIGHT OF WAY LIMITS OF COUNTY ROAD NO. 119, AS DESCRIBED UNDER RECEPTION NO. 20108150 A.C.R.;
 THENCE N.67°45'21"W., 1147.62 FEET ALONG THE SOUTHERLY RIGHT OF WAY LIMITS OF COUNTY ROAD NO. 119;
 THENCE 1813.22 FEET ALONG THE SOUTHERLY RIGHT OF WAY LIMITS OF COUNTY ROAD NO. 119 ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 2260.00 FEET AND A CHORD WHICH BEARS S.89°15'35"W., 1764.98 FEET DISTANT;
 THENCE 469.95 FEET ALONG THE SOUTHERLY RIGHT OF WAY LIMITS OF COUNTY ROAD NO. 119 ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 440.00 FEET AND A CHORD WHICH BEARS N.83°07'38"W., 447.93 FEET DISTANT;
 THENCE N.32°31'46"W., 178.68 FEET ALONG THE SOUTHERLY RIGHT OF WAY LIMITS OF COUNTY ROAD NO. 119;



20908196
4 of 33

10/16/2009 9:00 AM
RES R\$0.00 D\$0.00

June Madrid
Archuleta County

THENCE 488.40 FEET ALONG THE SOUTHERLY RIGHT OF WAY LIMITS OF COUNTY ROAD NO. 119 ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 410.00 FEET AND A CHORD WHICH BEARS N.86°39'19"W., 460.03 FEET DISTANT;
THENCE S.59°13'08"W., 859.40 FEET ALONG THE SOUTHERLY RIGHT OF WAY LIMITS OF COUNTY ROAD NO. 119;
THENCE 350.71 FEET ALONG THE SOUTHERLY RIGHT OF WAY LIMITS OF COUNTY ROAD NO. 119 ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 180.00 FEET AND A CHORD WHICH BEARS N.64°57'48"W., 297.81 FEET DISTANT;
THENCE N.09°08'44"W., 350.65 FEET ALONG THE SOUTHWESTERLY RIGHT OF WAY LIMITS OF COUNTY ROAD NO. 119 TO THE NORTHERLY LINE OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 1994002090 A.C.R.;
THENCE S.88°12'10"W., 174.29 FEET ALONG THE BOUNDARY OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 1994002090 A.C.R.;
THENCE S.00°20'20"W., 78.74 FEET ALONG THE BOUNDARY OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 1994002090 A.C.R.;
THENCE S.89°49'06"W., 106.20 FEET ALONG THE BOUNDARY OF THAT PARCEL OF LAND DESCRIBED UNDER RECEPTION NO. 1994002090 A.C.R.;
THENCE N.38°34'39"W., 543.16 FEET ALONG THE SAN JUAN RIVER AS SHOWN ON SURVEY DEPOSIT MAP S1140;
THENCE N.21°53'33"W., 524.39 FEET ALONG THE SAN JUAN RIVER AS SHOWN ON SURVEY DEPOSIT MAP S1140;
THENCE N.31°24'03"W., 357.72 FEET ALONG THE SAN JUAN RIVER AS SHOWN ON SURVEY DEPOSIT MAP S1140;
THENCE N.14°27'29"E., 542.37 FEET ALONG THE SAN JUAN RIVER AS SHOWN ON SURVEY DEPOSIT MAP S1140 TO THE PLACE OF BEGINNING.

Exhibit "B"

Legal Description of Transferred Parcel

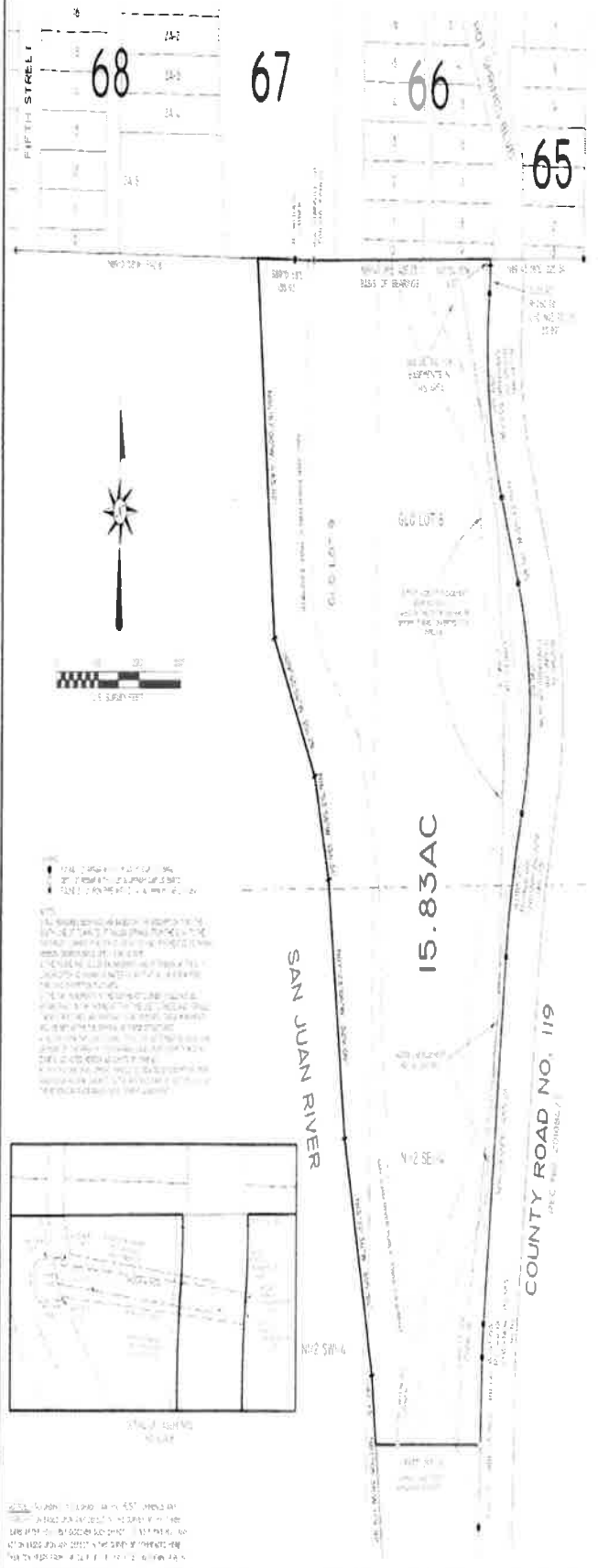
That certain parcel described in the FAIRWAY LAND TRUST EXEMPTION, according to the Plat thereof filed for record in the Public Records of Archuleta County, CO on October 6, 2017, as Reception No. 21706132

FAIRWAY LAND TRUST EXEMPTION

LOCATED IN SECTION 24, T35N, R2W, NMPM
ARCHULETA COUNTY, COLORADO



COUNTY MAP
SCALE 1" = 1000'



DEDICATION
 AND ALL PERSONS BY THESE PRESENTS
 THE FAIRWAY LAND TRUST OF P.O. BOX 300, PACOSA SPRINGS, COLORADO
 HEREBY DEDICATE THE FOLLOWING DESCRIBED REAL PROPERTY TO
 THE PUBLIC.
SEE PROPERTY DESCRIPTION
 HAS CAUSED THIS PLAT TO BE MADE AND DESIGNATED AS "FAIRWAY LAND
 TRUST EXEMPTION" AND FURTHER DECLARES
 1) FAIRWAY LAND TRUST HEREBY DEDICATES THE SAN JUAN RIVER PUBLIC
 TRAIL EASEMENT IMPOSED ON THIS PLAT, BASED UPON THE DEDICATION
 REQUIREMENT ARISING OUT OF RESOLUTION 2000-47, INTERGOVERNMENT
 AGREEMENT WITH THE RIVER RANCH. AN EASEMENT BEING 50 FEET IN
 WIDTH, THE WESTERN EDGE OF WHICH IS THE NORMAL WATER OF THE SAN
 JUAN RIVER AND THE EASTERLY EDGE OF WHICH IS 50 FEET EASTERLY OF THE
 NORMAL WATER OF THE SAN JUAN RIVER.
 2) AN EASEMENT 20 FEET IN WIDTH ALONG THE PERIMETER OF THIS
 EXEMPTION PARCEL IS GRANTED TO THE PUBLIC FOR THE INSTALLATION AND
 MAINTENANCE OF UNDERGROUND UTILITIES.
 3) AN EASEMENT AS SHOWN IN THE DETAIL OF EASEMENTS IS REFERRED BY
 FAIRWAY LAND TRUST FOR THE USE OF A WATER PUMP STATION AND WATER
 LINE.
 IN CONSIDERATION OF THE APPROVAL OF THIS PLAT OF FAIRWAY LAND TRUST
 EXEMPTION, THE DECLARANTS HEREBY WAIVE ANY AND ALL CLAIMS OF
 DAMAGES AGAINST ARCHULETA COUNTY OCCASIONED BY THE ALTERATION OF
 LAND SURFACES TO CONFORM TO THIS AMENDMENT PLAT.

IN WITNESS WHEREOF
 THIS INSTRUMENT IS SIGNED
 THIS 20th day of September, 2007
 FAIRWAY LAND TRUST
 BY: FAIRWAY PROPERTY INVESTORS, L.P., AS SOLE TRUSTEE
 BY: LYNN FAIRWAY TRUST, AS SOLE GENERAL PARTNER

STATE OF _____
 COUNTY OF _____
 THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS
 _____ DAY OF _____ 2007 BY ALAN W. LEVINE AS SOLE TRUSTEE
 NOTARY PUBLIC
 MY COMMISSION EXPIRES _____
 NOTARY PUBLIC ADDRESS _____



SURVEYOR'S CERTIFICATE
 I, DEAN P. SCHULTZ, A DULY REGISTERED PROFESSIONAL LAND SURVEYOR IN
 THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS "FAIRWAY LAND TRUST
 EXEMPTION" WAS PREPARED UNDER MY DIRECTORSHIP AND CORRECTLY
 REPRESENTS A FIELD SURVEY OF THE SAME AND WAS MONUMENTED IN
 ACCORDANCE WITH C.R.S. 38-1-105, 1973, AS AMENDED.



COUNTY SURVEYOR'S CERTIFICATE
 THIS INSTRUMENT HAS BEEN FILED AND APPLIED FOR STATUS AND COMPLIANCE
 WITH THE STATE OF COLORADO AND MEETS THE MINIMUM STANDARDS
 FOR LAND SURVEY IN THE STATE OF COLORADO. THE COUNTY SURVEYOR
 HEREBY CERTIFIES THAT THE SURVEY IS A CORRECT REPRESENTATION OF
 THE COMPLETION OF THE SURVEYING BY THIS OFFICE.

D. J. Smith 9-25-07
 ARCHULETA COUNTY SURVEYOR

APPROVAL TO RECORD
 HAVING ASCERTAINED THAT THE CONDITIONS OF APPROVAL HAVE BEEN
 SATISFACTORILY COMPLETED ON THIS 20th day of September, 2007,
 THE BOARD OF COUNTY COMMISSIONERS AFFIRMS THIS PLAT FOR RECORDING
 BY THE COUNTY CLERK AND RECORDER.
 THIS APPROVAL DOES NOT IMPEACH THE DESIGN OF UTILITIES, SEWERAGE
 DISPOSAL, OR WATER SUPPLY FACILITIES.

J. D. Kelly
 COUNTY CLERK AND RECORDER

PROPERTY DESCRIPTION
 THAT THE COUNTY OF ARCHULETA HAS CAUSED THE INSTRUMENT BEING
 HEREIN TO BE MADE AND DESIGNATED AS "FAIRWAY LAND TRUST EXEMPTION"
 AND FURTHER DECLARES THAT THE INSTRUMENT BEING HEREIN IS A
 PUBLIC TRAIL EASEMENT IMPOSED ON THIS PLAT, BASED UPON THE
 DEDICATION REQUIREMENT ARISING OUT OF RESOLUTION 2000-47, INTERGOVERNMENT
 AGREEMENT WITH THE RIVER RANCH. AN EASEMENT BEING 50 FEET IN
 WIDTH, THE WESTERN EDGE OF WHICH IS THE NORMAL WATER OF THE SAN
 JUAN RIVER AND THE EASTERLY EDGE OF WHICH IS 50 FEET EASTERLY OF THE
 NORMAL WATER OF THE SAN JUAN RIVER.
 AN EASEMENT 20 FEET IN WIDTH ALONG THE PERIMETER OF THIS
 EXEMPTION PARCEL IS GRANTED TO THE PUBLIC FOR THE INSTALLATION AND
 MAINTENANCE OF UNDERGROUND UTILITIES.
 AN EASEMENT AS SHOWN IN THE DETAIL OF EASEMENTS IS REFERRED BY
 FAIRWAY LAND TRUST FOR THE USE OF A WATER PUMP STATION AND WATER
 LINE.

CLERK AND RECORDERS CERTIFICATE
 STATE OF COLORADO
 COUNTY OF ARCHULETA
 HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN MY OFFICE
 AT 9:30 AM ON THIS 20th day of October, 2007
 RECEPTION NUMBER 20706133
 # AT FILE NUMBER 1032
 BY: *Christina D. Hurd*
 CLERK AND RECORDER, ARCHULETA COUNTY, COLORADO



SECTION	24
TOWNSHIP	T35N
RANGE	R2W
NEED TO BE FILED IN	ARCHULETA COUNTY, COLORADO
FILE NUMBER	1032
DATE	2007-09-20

1032

PLAT 1032, COUNTY OF ARCHULETA, STATE OF COLORADO, BEING THE
 FAIRWAY LAND TRUST EXEMPTION PLAT, BEING THE INSTRUMENT BEING
 HEREBY FILED FOR RECORD IN MY OFFICE ON THIS 20th day of September,
 2007, AT 9:30 AM, AND BEING THE INSTRUMENT BEING HEREBY FILED FOR
 RECORD IN MY OFFICE ON THIS 20th day of October, 2007, AT 9:30 AM.