

Lots M1-6, M1-7, M1-8, and M1-9, Buckhorn Ranch Filing 2b, according to the plat thereof, recorded April 26th, 2004 as Reception No. 541322, and being subject

to that Lot Cluster Agreement and Declaration Agreement recorded February 8th, 2023 as Reception No. 689664 and 689665 in the office of the Gunnison County

AFC Development, LLC, a Texas limited liability company, and Basin Real Estate Holdings, Inc., a Texas limited liability company, being the owners of 3.593 acres of

541322, and being subject to that Lot Cluster Agreement and Declaration Agreement recorded February 8th, 2023 as Reception No. 689664 and 689665 in the office

land legally described as Lots M1-6, M1-7, M1-8, and M1-9, Buckhorn Ranch Filing 2b, according to the plat thereof, recorded April 26th, 2004 as Reception No.

101,103,105,107,109,111,113,115,117,119,121,& 123 encompassing 1.475 acres under the name of Brush Creek Townhomes, Phase 1, as shown on this plat, and do

hereby permanently dedicate and convey to the owners of lots, tracts, or parcels within the Brush Creek Townhomes, Phase 1 and their quests, and the owners of

large, the common right to use streets, alleys, roads and other areas as shown hereon within the Brush Creek Townhomes, Phase 1 and hereby permanently dedicate

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 2024 by Robert M. Spencer, Jr., as Member of AFC Development, LLC, a Texas limited liability

The foregoing instrument was acknowledged before me this ____ day of _____, A.D. 2024 by Stephen Howard, as President of Basin Real Estate Holdings, Inc.,a Texas limited

The foregoing instrument was acknowledged before me this ___ day of _____, A.D. 2024 by _____ as

The foregoing instrument was acknowledged before me this ___ day of _____, A.D. 2024 by _____ as

Resultant Clustered Lots M1-6 and M1-7 and Resultant Clustered Lots M1-8 and M1-9 including any subdivisions thereof and their guests but not the public at

those portions of land labeled as easements for the installation and maintenance of public utilities as shown hereon within the Brush Creek Townhomes, Phase 1.

of the Gunnison County Clerk and Recorder, State of Colorado, have laid out, platted and/or subdivided the same into 12 townhome units shown as Lots

PROPERTY DESCRIPTION:

AFC Development, LLC

Robert M. Spencer, Jr., Member

My commission expires: _____

Witness my hand and official seal:

Basin Real Estate Holdings, Inc.

My commission expires: _____

Witness my hand and official seal:

<u>Lienholder: Veritex Community Bank</u>

My commission expires: _____

My commission expires: _____

Witness my hand and official seal:

Notary Public

Witness my hand and official seal:

Notary Public

<u>Lienholder: Ciera Bank</u>

Stephen Howard, President

liability company.

Notary Public

Clerk and Recorder, State of Colorado.

CERTIFICATE OF DEDICATION AND OWNERSHIP:

Brush Creek Townhomes, Phase 1

Being a Re-Subdivision of Lots M1-6, M1-7, M1-8, and M1-9, Buckhorn Ranch filing 2b Situated within Section 7, Township 14 South, Range 85 West of the 6th Principal Meridian Gunnison County, Colorado

ATTORNEYS OPINION:

I, Jacob A. With, an attorney at law duly licensed to practice in the State of Colorado, hereby certify that I have examined title to all lands herein dedicated and subdivided. Such title is vested in Basin Real Estate Holdings, LLC, a Texas limited liability company and AFC Development LLC, a Texas limited liability company and is free and clear of all liens, defects, encumbrances, restrictions and reservations except as follows:

1. All matters shown on this Plat.

2. All matters not shown on this Plat or in the real property records of Gunnison County, Colorado.

3. The lien for real property taxes for the current and subsequent years. 4. A right of way for ditches or canals constructed by the authority of the United States as reserved in the United States Patents recorded February 18, 1934 in Book 235 at

Page 375 and October 28, 1949 in Book 278 at Page 539. 5. Right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded April 16, 1913, in Book 101 at Page 529. 6. Restrictions, reservations and easements, which do not contain a forfeiture or reverter clause, contained in deed recorded April 23, 1976 in Book 493 at Page 282.

7. Covenants, conditions and restrictions set forth in Declaration of Protective Covenants for Crested Butte Airport recorded April 23, 1976 in Book 493 at Page 288, and the effect of termination recorded November 6, 1996 under Reception No. 471833. 8. Terms and conditions contained in an agreement regarding construction and maintenance of a concrete ditch between Ronald D. Rouse and William J. Lacy recorded May 28, 1976 in Book 493 at Page 973; modified by instrument recorded April 4, 1994 in Book 743 at Page 230 and clarified in instrument recorded December 11, 1995 in Book

9. Terms, conditions, provisions and burdens set forth in ditch easements contained in Quit Claim Deeds recorded May 9, 1978 in Book 514 at Page 794 and in Book 514 at

10. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Findings of Fact, Order and Decree in the matter of the organization of the proposed East River Regional Sanitation District recorded April 26, 1984 in Book 604 at Page 934 and in Tap Purchase Agreement recorded October 1, 1984 in Book 610 at

11. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Easement Deed recorded October 05, 1984 in Book 610 at Page 589. 12. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Easement Agreement recorded October 09, 1984 in Book 610 at Page 612. 13. Terms and Conditions in Agreement by Brush Creek Airport Limited Liability Company as Recorded April 25, 1994 in Book 744 at Page 318, for a satellite fire protection

14. Terms, conditions and restrictions as set forth in declaration of restrictions, covenants, easements, imposition of fees and architectural control recorded June 2, 1994 in Book 746 at Page 488 and amendment thereto recorded May 3, 2001 under Reception No. 510418. 15. Easements and covenants, which do not include a forfeiture or reverter clause, contained in an agreement between Brush Creek Airport Limited Liability Company and

William J. Lacy, Jr., recorded December 11, 1995 in Book 775 at Pages 95-99. 16. Terms, conditions and provisions of special restrictive covenants respecting airline landing strip recorded December 20, 1995 in Book 775 at Page 642.

17. Terms and conditions as contained in Board of County Commissioners of Gunnison County, Resolution#95—73 recorded December 26, 1995 in Book 775 at Page 801 and

in Board of County Commissioners of Gunnison County #01-08 recorded February 2, 2001 under Reception No. 508400. 18. Conditions imposed by the Board of County Commissioners of Gunnison County, Resolution No. 24, Series 1997 for a Land Use Charge Permit for Buckhorn Ranch

(formerly Avion), in which the specific location is not defined, recorded May 13, 1997 under Reception No. 475588. 19. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in easement and covenant Brush Creek Airport/Avion Club landing strip

recorded November 06, 1996 under Reception No. 471838.

20. Terms, conditions, and provisions contained in cooperative development agreement recorded November 17, 1997, under Reception No. 479882; as effected by release recorded February 17, 2000 under Reception No. 499774 and by release recorded August 21, 2001 under Reception No. 513566.

21. Terms and conditions as contained in Board of County Commissioners of Gunnison County, Resolution #31, Series 1999, recorded September 15, 1999 under Reception No. 496207, and Board of County Commissioners Resolution #01-09 recorded February 2, 2001 under Reception No. 508401.

22. Terms, conditions and provisions in Stipulation and Settlement Agreement recorded February 13, 2001 under Reception No. 508667; rerecorded May 14, 2001 under Reception No. 510614; and Board of County Commissioners Resolution No. 01-07 recorded February 2, 2001 under Reception No. 508399; and Order approving Stipulation and Settlement recorded February 13, 2001 under Reception No. 508668; and Amendment to Stipulation and Settlement Agreement recorded January 28, 2003 under

Reception No. 527562. 23. Restrictive covenants which do not contain a forfeiture or reverter clause, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable State or Federal laws. except to the extent that said covenant or restriction is permitted by applicable law, as contained in Declaration of Protective Covenants for Buckhorn Ranch recorded May 3, 2001 under

Reception No. 510419; and in Resolution for Amendment recorded July 7, 2007 under Reception No. 577051; and in Amended and Restated Declaration recorded October 27, 2017 under Reception No. 649955.

24. Terms and conditions as contained in Development Improvements Agreement recorded May 3, 2001 under Reception No. 510421. 25. Terms, conditions and provisions of Order on Cross Motions for Summary Judgment, Case No. 00CV126 Recorded June 08, 2001 under Reception No. 511400; as effected

by release recorded August 21, 2001 under Reception No. 513566. 26. Terms, conditions and provisions of Order in Case No. 01CV18 recorded July 16, 2002 at Reception No. 522019.

27. Terms, conditions, provisions, burdens and obligations as set forth in disclosure regarding the formation of North Valley Metropolitan District and tax responsibilities of

owners of real property recorded April 23, 2004 under Reception No. 541217. 28. Terms, conditions, obligations and agreements as contained in Gunnison County Resolution #22, Series 2004 recorded April 26, 2004 under Reception No. 541321; and

Amendment recorded October 12, 2011 under Reception No. 608847. 29. Easements, conditions, covenants, restrictions, reservations and notes on the recorded Plat of Buckhorn Ranch Filing 2b, recorded April 26, 2004 under Reception No.

30. Terms, conditions, provisions and burdens set forth in notice recorded April 26, 2004 under Reception No. 541325.

31. An easement and right of way as granted to Atmos Energy by instrument recorded June 27, 2005 under Reception No. 555067 and by instrument recorded September 16,

2005 under Reception No. 558288 and by instrument recorded October 2, 2006 under Reception No. 569618. 32. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Grant of Easement recorded July 18, 2008 under Reception No. 585228. 33. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Easement Agreement recorded September 08, 2008 under Reception No.

34. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Grant of Easement to Skyland Metropolitan District recorded September 08,

35. Terms, conditions, provisions, burdens, obligations and easements as set forth and granted in Water Provider and Easement Agreement recorded October 29, 2009 under

36. Terms, conditions, provisions, restrictions, burdens and obligations of Design Guidelines recorded December 5, 2007 under Reception No. 580730, and the Addendums thereto recorded July 9, 2008 under Reception No. 585019 and Reception No. 585020; and Amended Design Review Guidelines and Construction Rules and Regulations recorded November 09, 2012 at Reception No. 616672 and recorded April 28, 2016 under Reception No. 639119; and in Amended Design Review Guidelines and Construction

Rules and Regulations recorded March 01, 2018 under Reception No. 651956. 37. Any tax, lien or fee resulting from inclusion in East River Regional Sanitation District as evidenced by Special District Public Disclosure recorded December 31, 2014 under

38. Declaration of Covenants, Conditions and Restrictions recorded December 04, 2018, under Reception No. 657584. (As to Lots M1-1 through M1-15 only).

39. Terms, conditions and provisions of Resolution No. 18-46 recorded December 4, 2018 under Reception No. 657585. 40. Terms, conditions, provisions, burdens and obligations as set forth in Declaration of Water Service recorded December 20, 2018 under Reception No. 657895.

41. The effect of Trustee's Deed recorded March 19, 2019 under Reception No. 659149. 42. All maters shown on ALTA/NSPS Land Title Survey certified November 29, 2017 prepared by Clark Land Surveying, Inc., Job #170897.

43. Terms, conditions and provisions of Lot Cluster Agreement and Declaration recorded February 8, 2023 under Reception No. 689665.

44. Terms, conditions and provisions of Certificate of Administrative Review recorded March 20, 2023 under Reception No. 690017. 45. Terms, conditions and provisions of Certificate of Administrative Review recorded March 20, 2023 under Reception No. 690019.

46. Terms, conditions and provisions of Certificate of Administrative Review recorded April 16, 2024 under Reception No. 695972.

47. Terms, conditions and provisions of Certificate of Administrative Review recorded April 16, 2024 under Reception No. 695974. 48. Deed of trust to Ciera Bank recorded September 11, 2023 under Reception No. 692864.

49. Correction Third Lien Deed of Trust, Security Agreement, and Financing Statement to Ciera Bank recorded November 7, 2023 under Reception No. 694008.

50. Deed of Trust to Veritex Community Bank recorded July 7, 2023 under Reception No. 691565.

51. Lot Cluster Agreement and Declaration recorded February 8, 2023 under Reception No. 689664.

52. Option and Right of First Refusal recorded September 3, 2021 under Reception No. 678980 and re-recorded under Reception No. 687137. 53. First Amendment to Option and Right of First Refusal recorded January 3, 2023 under Reception No. 689207.

54. Second Amendment to Option and Right of First Refusal recorded September 21, 2023 under Reception No. 693086.

Dated this ____, A.D. 2024.

Jacob A. With, Atty. Reg. #: 40546

GENERAL NOTES:

1. Confinement of domestic animals: All dogs and cats shall be confined by kenneling, leashing, fencing or other physical constraint at all times. This restriction may be enforced by Gunnison county at the expense of the owner.

2. Colorado's fence out requirements: A property owner is required to construct and maintain fencing in order to keep livestock off his/her property.

- 1. Basis of Bearings: Bearings shown hereon are based on an Record bearing of N89°47′51″W, between the Southerly corner of said Lots M1—8 and M1-9, Buckhorn Ranch Filing 2b, according to the plat thereof, recorded April 26th, 2004 as Reception No. 541322, and being subject to that Lot Cluster Agreement and Declaration Agreement recorded February 8th, 2023 as Reception No. 689664 and 689665 in the office of the Gunnison County Clerk and Recorder, State of Colorado, being monumented by a 5/8" rebar and 1.25" red plastic cap stamped LS 38160, and the Southwest corner of said Lot M1-8, being monumented by a 5/8" rebar and 1.25" red plastic cap stamped LS 38160, both corners being monumented as shown hereon.
- 2. Date of field survey: April 2024.
- 3. Units of linear measurements are displayed in US Survey Feet.
- 4. SGM will not be responsible for any changes made to this document after it leaves our possession. Any copy, facsimile, etc., of this document must be compared to the original signed, sealed and dated document to insure the accuracy of the information shown on any such copy, and to insure
- 5. The property shown hereon is subject to all easements, rights—of—way, building setbacks or other restrictions of record, as such items may affect this property. This survey does not represent a title search by this surveyor to determine ownership or to discover easements or other encumbrances of record. All information pertaining to legal descriptions, ownership, easement and other encumbrances of record has been taken from the plat BUCKHORN RANCH FILING No. 2b, recorded April 26th, 2004, bearing Reception No. 541322 in the records of Gunnison County,
- 6. The lot lines created by this map between Lots 101,103,105,107,109,111,113,115,117,119,121,& 123 are shown and described herein. The boundaries of the units are derived from these lot lines as shown. However, if the lot line as depicted along the anticipated center line of the party wall is not in the location of the actual party wall as shown on the map then the point of division for the two units is the center line of said party wall.

BOARD OF COUNTY COMMISSIONERS APPROVAL

County Clerk and Recorder

The within plat of Brush Creek Townhomes, Phase 1 is approved this _____ day of ____, A.D. 2024, and the private dedication of roads and common areas is approved on the condition that such roads and common areas shall be maintained and snowplowed, by and at the expense of the lot owners and not by Gunnison County or any other public agency.

Chairperson, Attest:	Gunnison	County Boar	d of Commissio	ners
 Gunnison				

WARNING AND DISCLAIMER OF GEOLOGIC HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

"We, AFC Development, LLC, a Texas limited liability company, and Basin Real Estate Holdings, Inc., a Texas limited liability company, on behalf of ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of geologic hazard areas that may affect the use and occupancy of this property, and any improvements thereto. We acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agree to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including, bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability, or expense.

AFC Development, LLC	
By: Robert M. Spencer, Jr., Member	
Basin Real Estate Holdings, Inc.	
By: Stephen Howard, President	

WARNING AND DISCLAIMER OF WILDFIRE HAZARDS AFFECTING USE AND OCCUPANCY OF THIS PROPERTY

"We, AFC Development, LLC, a Texas limited liability company, and Basin Real Estate Holdings, Inc., a Texas limited liability company, on behalf of ourselves and all successors, heirs and assigns, hereby acknowledge having been informed by Gunnison County of the existence of wildfire hazard areas that may affect the use and occupancy of the property, and any improvements thereto. We acknowledge that the County's approval of this land use change does not guarantee the safety of the property, or in any way imply that areas outside of the designated hazard areas will be free from hazards and hereby agrees to indemnify, defend and save harmless the County, its agents, officers and employees from and against any and all liability, expense including defense costs and legal fees, and claims for damages of any nature whatsoever, including bodily injury, death, personal injury, or property damage arising from or connected with any activity related to these hazards, including any suits, liability, or expense."

AFC Development, LLC	
By: Robert M. Spencer, Jr., Member	
Basin Real Estate Holdings, Inc.	
By: Stephen Howard, President	

SURVEYORS CERTIFICATE:

By: Deputy

I, Erik E. Bjornstad, do hereby certify that I am a professional land surveyor licensed under the law of the state of Colorado, that this plat is a true, correct and complete plat of Brush Creek Townhomes, Phase 1 as laid out, platted, dedicated and shown hereon, that such plat was made by me from an accurate survey of said property by SGM Inc. and under my supervision and correctly shows the location and dimensions of the boundary and easements of said subdivision as the same are staked upon the ground in compliance with applicable regulations governing the subdivision of land. I further certify that this plat satisfies requirements of the C.R.S. Section 38-33.3-209.

Erik E. Bjornstad Colorado PLS # 38697 For, and on behalf of SGM	COPY
GUNNISON COUNTY CLERK AND RECORDER'S ACCEPTANCE: This plat was accepted for filing in the office of the Clerk and Recorder	of Cunnison County,
Colorado, on this day of, A.D. 2024, Reception Number	, Time, Date
Gunnison County Clerk and Recorder	



C S **5** 0

Α	ppı le:	ov	ed:				ΡL	S:		EB
Da	ate	:				_				MH 06/10/2024 EB
Job No. 2023-238.001 Drawn by: MH										
#		2	3	4	5	9	7	8	6	
Revision										Notice: According to Colorado Law, you must commence any legal actior based upon any defect in this survey within three years after you first discover such defect. In no event may any legal action based upon any defect in this survey be commenced more than ten years from the date of the certification shown hereon.
Date										/ legal of you fill of the commuter of the com
By										actic rst any dat

Townhome



