



REGIONAL  
HOUSING  
ALLIANCE

**RHA Agenda**  
Board of Directors  
April 10, 2025, 2–4 p.m.  
Chamber Conference Room

**1. Call Meeting to Order (2 p.m.)**

**2. Introductions and Roll Call**

- a. Identification of any actual or perceived conflicts of interest

**3. Public Comment**

**4. Approval of Agenda**

**5. Approval of Consent Agenda (2:10 p.m.)**

- a. March 2025 Minutes
- b. February 2025 Financial Statements

**6. Public Presentations & Engagement with Non-RHA Entities (2:15 p.m.)**

- a. La Plata Community Development Director Update, Lynn Hyde (20 min.)

**7. Decision Items (2:35 p.m.)**

- a. FLC Vantage Request for RHA (2) Letters of Support, Jenn Lopez, Project Moxie
- b. Request for Release - Right of First Refusal Agreement (Lot 34 Yucca Estates Subdivision)

**8. RHA Updates (2:50 p.m.)**

- a. 2nd Annual Southwest Housing Summit – Agenda
- b. Catalyst Fund Round 5 – Open
- c. Division of Housing SW Region Tour – Tuesday, May 20<sup>th</sup>
- d. S.T.E.E.R. Committee Initiative
- e. DOLA Local Planning Capacity Grant

**9. Member Updates (3:10 p.m.)**

**(5 min. or less each)**

- a. Member at Large
- b. Town of Ignacio

## RHA Agenda

Board of Directors

April 10, 2025, 2–4 p.m.

Chamber Conference Room

c. Town of Bayfield

d. City of Durango

e. La Plata County

### **10. Adjournment**

Meeting Minutes of the Board of Directors for the  
Regional Housing Alliance of La Plata County  
**March 13th, 2025**

**1. Call Meeting to Order**

A meeting of the Board of Directors (the “Board”) of La Plata County Regional Housing Alliance (RHA), was held on March 13, 2025, commencing at approximately 2:00 p.m. at the Durango Chamber of Commerce located at 2301 Main Avenue, Durango, Colorado 81301.

**2. Introductions and Roll Call**

The following directors, constituting a quorum, were present in person or by Zoom. Patrick Vaughn, Chair of the RHA, presided over the meeting noting that there was a quorum of the Board being present and he called the meeting to order at 2:03 p.m.

**Attendees:**

- Chairman, Patrick Vaughn, Member at Large
- Treasurer, Mark Garcia, Town of Ignacio Manager
- Kevin Hall, La Plata County Deputy Manager
- Mike French, City of Durango Prosperity Officer
- Brenna Molan, Town of Bayfield Trustee
- (Bayfield) – *vacancy*

**Directors absent:**

- Vice Chair, Marsha Porter-Norton, La Plata County Commissioner (excused)
- Gilda Yazzie, City of Durango Mayor Pro Tem (excused)
- Clark Craig, Town of Ignacio Mayor (excused)

**Others present:**

- Eva Henson, La Plata Economic Development Alliance (“EDA”) Contractor
- Sarah Tober, EDA Executive Director
- Jessie Christiansen, EDA
- Deedee Schadt, EDA Contractor
- Pam Moore, HomesFund
- Shak Powers, Region 9
- Heather Otter, Region 9
- Heather Hawk, Early Childhood Council of La Plata County
- Ethan Deffenbaugh, Higher Purpose Homes
- Dan Hunt, Mobile Home Parks non-profit
- Kwame Spearman, 9R Housing Consultant (online)
- Chris Coleman, 9R CFO (online)
- Cynthia Roebuck, Independent Consultant (online)
- JJ Desrosiers, City of Durango (online)

**Conflicts of Interest** – no conflicts of interest were disclosed

### **3. Public Comment**

**Ethan Deffenbaugh of Higher Purpose Homes** expressed interest in providing affordable homes to the area. The company received an IHOP (Innovative Affordable Housing Planning Grant Program) grant from the Department of Local Affairs. Higher Purpose Homes manufactures housing framing panels indoors while foundations for their customers are being prepared. Once the foundation is ready, they truck the panels to the build site and set them with a crane for a fast and efficient framed home in just a few days. The company offers build-to-suit options and works with customer-provided plans to generate quotes. They are also exploring Montezuma County as a potential factory location due to lower costs.

**Kwame Spearman of 9R School District** introduced himself and was recently hired to help with workforce housing initiatives for the school district.

### **4. Approval of Agenda**

Upon motion duly made by Director Garcia and seconded by Director Morlan, it was unanimously **RESOLVED**, that the agenda for the meeting of the Board held on March 13, 2025, in the form provided to the Directors in advance of this meeting, is hereby approved.

### **5. Approval of Consent Agenda**

- a. February 2025 Minutes**
- b. January 2025 Financial Statements**
- c. 2024 RHA Annual Report**

Upon motion duly made by Director Morlan and seconded by Director Garcia, it was unanimously **RESOLVED**, that the minutes of the meeting of the Board held on February 13, 2025, the January Financial Statements, and the 2024 RHA Annual Report in the forms provided to the Directors in advance of this meeting, is hereby approved.

### **6. RHA Updates**

#### **a. 2nd Annual SW Housing Summit**

Eva announced this year's keynote speaker: M. Nolan Gray, Research Director at California YIMBY and author of Arbitrary Lines: How Zoning Broke the American City and How to Fix It. He will present on zoning reform and community buy-in, providing insights on shifting NIMBY resistance to YIMBY support. His book directly relates to the work being done in the region.

**Theme:** "Shared Vision. Local Action: Shaping Our Housing Future Together."

**Date & Location:** Tuesday, April 29, 2025, at the DoubleTree by Hilton, Durango, CO.

**Event:** This one-day conference will bring together policymakers, housing experts, non-profits, developers, residents, lenders, realtors, and community leaders to collaborate on solutions to regional housing challenges. Discussion topics include modular construction, zoning reforms,



innovative financing, and upcoming housing projects, all focused on sustainable, affordable, and attainable housing solutions.

**Financial Overview:** Anticipated ticket sales

Early Bird Registration (3/6 – 3/26): 55 attendees at \$70 each (until sold out).

General Registration (3/27 – 4/18): 45 attendees at \$75 each (until sold out).

**Budget and grant funding updates:**

Projected revenue: \$28,000 (includes \$7,000 from ticket sales).

**Sponsorships to Date:**

Platinum Sponsor: Durango Association of Realtors – \$7,500

Gold Sponsors: The Colorado Health Foundation – \$5,000; First Southwest Bank – \$5,000

Silver Sponsor: Colorado Housing and Finance Authority (CHFA) – \$3,500

Bronze Sponsor: Wells Group – \$1,500

## **b. S.T.E.E.R. Committee Initiative & Strategic Next Steps**

**Attendance & Future Engagement:**

- Approximately 38 participants have been invited, 12 attended, with expected increases in future meetings.
- Needs assessments and feasibility evaluations will be key topics in upcoming meetings.

**Discussion Summary:**

- The committee reviewed data from the La Plata Housing Needs Assessment and discussed its implications.
- Key takeaways included focusing on proven strategies such as Catalyst funds, land banking, leveraging funds, securing consistent operating funds.
- While the assessment highlights significant housing challenges, it serves as a foundation for actionable solutions.
- Some members emphasized maintaining a broad vision while ensuring alignment with current county funding efforts.
- The committee also discussed the multi-step process for placing initiatives on the ballot. The lodger's tax proposal that would allow counties to put an increase in the % assessed to a local vote is currently in the State Senate and if passed, could be placed on a future ballot. Revenue from this tax could support housing and childcare and other impacts from the tourism sector such as infrastructure. It was noted that this potential source of money could contribute to the solutions but would not fully address the funding gap.
- Eva will engage Butler Snow for guidance on tax strategies.
- Hilltop Securities has been recommended for financial modeling and accuracy.

**S.T.E.E.R. Committee Goals:**

1. Clarify Housing Needs – Use the La Plata Housing Needs Assessment to identify and quantify priority housing gaps.
2. Connect Needs to Revenue Streams – Assess funding strategies for alignment with identified housing needs and long-term sustainability.
3. Evaluate Feasibility & Impact – Consider financial, legal, and administrative feasibility, along with potential barriers.
4. Weigh Long-Term Viability – Analyze the stability, growth potential, and adaptability of each revenue option.

5. Build Toward Endorsement – Develop a set of recommendations for stakeholder approval and future action.

### **Proposed S.T.E.E.R. Timeline & Next Steps:**

- Meeting 1 (March 3):
  - Reviewed the La Plata Housing Needs Assessment and current housing challenges.
  - Introduced a refined list of potential revenue streams.
  - Identified key funding priorities:
    1. Operational funding independent of political fluctuations
    2. New annual Catalyst Fund allocations
    3. Expansion of the Catalyst Fund Loan Program
    4. Land banking funds
    5. Leveraging locally sourced funds
    6. Annual costs for legal and consulting support
- Meeting 2 (Late March/Early April):
  - Deep dive into specific revenue stream options.
  - Discuss feasibility, legal, and financial assessments.
  - Begin evaluating pros and cons of each option.
- Meeting 3 (Late April):
  - Finalize revenue stream options.
  - Refine pros and cons and review legal and financial analyses.
  - Prepare recommendations.
- Meeting 4 (May):
  - Finalize committee findings on the feasibility of a local funding source.
  - Make final recommendations for potential endorsement and action.

### **c. DOLA Local Planning Capacity Grant Progress & Strategic Next Steps**

Eva reviewed current status, remaining deliverables, and funding strategy to complete the DOLA Local Planning Capacity Grant, with a focus on maximizing impact with remaining funds.

**Next Steps:** We are finalizing deliverables and refining our funding strategy to maximize the impact of the DOLA Local Planning Capacity Grant. Our next steps include:

- Hiring consultant to research fast-track requirements and peer community best practices.
- Collaborate with HomesFund and retain legal counsel to develop a standardized deed restriction program with resale controls aligned to new state guidelines.
- Develop tracking of Prop 123 efforts and development pipeline of units.
- Engage with S.T.E.E.R. to explore a permanent funding source through research and education.
- Retain legal counsel to support the S.T.E.E.R. initiative.
- Support coordination with public officials and facilitate stakeholder engagement.

## 7. Decision Items

### a. Approval of Final La Plata Housing Needs Assessment Report (HNA)

Eva initiated discussion regarding the HNA to extract key insights from the report. During the discussion, it was noted that additional funding may be required to finalize the assessment, as a 25% local match is needed to access grant funds. The deadline to apply for these funds is April 11, 2025, though the current HNA remains valid until December 31, 2026. The decision to apply will depend on further guidance from DOLA. Additionally, concerns were raised about the accuracy of rental unit numbers, prompting a need for further analysis to determine the county's actual rental housing needs before fully approving the report.

The HNA was commissioned by RHA to assess current and future housing needs in La Plata County, updating the findings from the 2020 regional housing assessment conducted by Root Policy. It will serve as a foundation for RHA's future housing initiatives, strategic planning, and outreach efforts. While the report was completed before the release of state guidance on compliance with SB24-174, Root Policy identified that the only missing component is a **Displacement Risk Assessment**. Completing this portion would require additional data analysis and engagement with small businesses at risk of displacement as well as manufactured housing communities facing similar challenges. The estimated cost for this addition is between \$12,000 and \$15,000.

DOLA recently launched a new **Housing Planning Grant Program**, with applications open from March 10 to April 11, 2025, and awards expected in May. Eva attended a webinar on March 12, to explore how this grant could support the development of housing needs assessments, housing action plans, and comprehensive plans. A resolution approved by the governing board is a requirement when applying.

As a next step, further clarification is needed on current versus future rental housing needs to ensure accuracy.

#### **Motion:**

Upon motion duly made by Director Morlan and seconded by Director Hall, it was unanimously **RESOLVED**, approval of La Plata Housing Needs Assessment Report as presented, authorizing its use for future RHA housing initiatives, strategic planning, public release, and community outreach efforts with the following condition – seek clarification on the future rental needs regarding rental units.

Eva will reach out to DOLA for technical assistance review of the HNA to better understand what is needed to comply with SB24-174 (must comply before December 31, 2026) and Prop 123 funding, as this will help inform the Housing Planning Grant program and when to seek to apply.

## 8. Public Presentations & Engagement with Non-RHA Entities

**Early Childcare Strategic Investment Plan** was presented by: Sarah Tober, Executive Director, La Plata Economic Development Alliance & Heather Hawk, Executive Director, Early Childhood Council of La Plata (ECC)

Sarah Tober highlighted RHA's role as a partner in this initiative and expressed appreciation for the collaboration. This plan is the first of its kind in the state, and other counties have already begun reaching out for guidance. The planning process involved meticulous data collection to develop a comprehensive strategy addressing childcare needs. Since 2019, La Plata County has lost 11% of its childcare slots, with the most significant shortage in the 0-18 month category. One infant care facility is currently non-operational, and the region faces high poverty levels, exacerbating the challenges of childcare accessibility.

Heather Hawk outlined the plan's goal to raise \$20 million over the next five years to stabilize the workforce and increase wages. Key funding sources include First Southwest Bank and the Childcare Champion Initiative. The plan includes raising \$1.2 million to increase wages for childcare workers, \$800,000 to expand the capacity of existing childcare centers and support home-based facilities. Additionally, the expansion of bilingual childcare services has been identified as a priority.

Key funding sources for childcare initiatives include lodging tax revenue from both the city and county. Employer incentives, such as tax credits for businesses that support childcare solutions for their employees, are also being explored. While the ECC has not yet applied for a special tax district, it remains an option for future funding. La Plata County's childcare investment model, with the lodging tax being the first local tax dedicated to this effort, is gaining statewide recognition and interest from other counties.

**Livable Wage Report** presented by Heather Otter, Region 9 Project Manager

Livable wage data highlights that most industries in the region do not pay enough to meet the cost of living. While this area is a highly desirable place to live, the reality is that achieving a livable wage typically requires a dual income household. Ensuring economic stability for residents requires a collective effort from the entire community.

A livable wage, estimated at \$25/hour for self-sufficiency, goes beyond the minimum wage, which establishes the legal baseline but does not account for actual living costs. The goal is to move beyond mere sufficiency to a thriving wage, which factors in housing, childcare, and transportation costs to provide true financial security.

The **Asset Limited, Income Restrained, Employed (ALICE) population** represents individuals who earn above minimum wage but still fall short of a livable income. Many in this category are financially invisible, struggling to afford basic needs while remaining ineligible for

assistance programs. Addressing these wage gaps is critical to creating a more sustainable and equitable local economy.

### **Regional Programs Update provided by Shak Powers, Regional Programs Manager**

**Housing Needs Assessments (HNAs)** are required every six years, and moving forward, all state-administered grant programs will consider whether jurisdictions are in compliance when awarding funding. The Department of Local Affairs (DOLA) has released HNA guidance outlining required components and formatting to ensure consistency across the state. DOLA compiles data from multiple sources, including the State Demography Office, U.S. Census, and the American Community Survey, to create a statewide housing dataset.

However, discrepancies in available data present challenges. For example, Bayfield's housing stock is reported as 1,157 units in one dataset, while the American Community Survey reports 4,758 units. These inconsistencies make it difficult to generate an accurate housing assessment. Addressing these discrepancies may require future legislative action to ensure data sources more accurately reflect on-the-ground realities. In the meantime, efforts are underway to standardize methodologies, align datasets, and create a consistent assessment template for use in future HNA reports.

## **9. Member Updates**

### **a. Member at Large**

Deferred, out of time

### **b. Town of Ignacio**

Treasurer Garcia met with Pam Moore of HomesFund to discuss deed restrictions. There are five pre-approved buyers, and efforts are underway to sell one unit to a school district employee. The Town is exploring rental opportunities for employer/employee housing, with the school district considering the purchase of some units. A grant has been secured to install solar panels.

### **c. Town of Bayfield**

Broken ground on Cinnamon Heights, with a ribbon cutting event planned soon. The town has an interim town manager, who started amid a flood incident at town hall during his first week. Final interviews for a town manager are scheduled in April. Green initiatives are in progress, with grants secured and planning underway. The town is working on funding for the east intersection, advocating for a stop light and seeking clarity from Colorado Department of Transportation. Pine River Commons project is moving along nicely with construction, several units completed and sold, and future phases under construction.

### **d. City of Durango**

The City is hiring a planning and policy administrator position and has applied for the DOLA Local Planning Capacity Grant to help fund the position. Position closes next Friday. The City is evaluating city-owned land, specifically Rivergate parcel, in the coming weeks including feasibility and possibly a Request for Qualifications. The market

does have some unpredictability and seeing some delays in the development pipeline – a concern, given the urgent need for more housing inventory.

**e. La Plata County**

A presentation on a proposed State wildfire code was given yesterday to the Commissioners and the proposed codes are under review with comments due by the end of the month to the State WUI (Wildland Urban Interface Board). There is concern that these codes could increase construction costs by approximately 10-20% statewide, primarily impacting new construction rather than existing homes. The county has ARPA funds granted and set aside for Bayfield and Ignacio projects and is working through logistics to get it deployed.

**10. Adjournment**

There being no further business, the meeting was adjourned at approximately 4:07 p.m. The next meeting is scheduled for April 10, 2025 at 2 p.m. at the Durango Chamber and via Zoom.

Respectfully Submitted,

Signed: Patrick Vaughn, Chair: \_\_\_\_\_

Signed: Eva Henson, Secretary of Meeting: \_\_\_\_\_



# Regional Housing Alliance of La Plata Co.

## Stmnt of Assets, Liabilities & Net Assets

As of February 28, 2025

	TOTAL		
	AS OF FEB 28, 2025	AS OF FEB 29, 2024 (PY)	CHANGE
<b>ASSETS</b>			
Current Assets			
Bank Accounts			
1000 TBK Operating Account	427,149	203,427	223,722
1025 Bank of CO Money Market	140,020		140,020
<b>Total Bank Accounts</b>	<b>\$567,169</b>	<b>\$203,427</b>	<b>\$363,743</b>
Accounts Receivable	<b>\$20,000</b>	<b>\$250,350</b>	<b>\$ -230,350</b>
Other Current Assets			
1400 Prepaid Expenses	1,768	1,281	486
1510 Note Receivable - Bayfield Haga	600,000		600,000
1511 Note Receivable - Ignacio HA	235,000		235,000
1514 Interest Receivable - Bayf Haga	6,333		6,333
1515 Interest Receivable - Ignacio HA	685		685
<b>Total Other Current Assets</b>	<b>\$843,786</b>	<b>\$1,281</b>	<b>\$842,504</b>
<b>Total Current Assets</b>	<b>\$1,430,955</b>	<b>\$455,058</b>	<b>\$975,897</b>
Other Assets	<b>\$350</b>	<b>\$350</b>	<b>\$0</b>
<b>TOTAL ASSETS</b>	<b>\$1,431,305</b>	<b>\$455,408</b>	<b>\$975,897</b>
<b>LIABILITIES AND EQUITY</b>			
Liabilities			
Current Liabilities			
Accounts Payable	\$5,211	\$6,605	\$ -1,394
Other Current Liabilities			
2072 Accrued Expense - Loan Servicing	1,003		1,003
<b>Total Other Current Liabilities</b>	<b>\$1,003</b>	<b>\$0</b>	<b>\$1,003</b>
<b>Total Current Liabilities</b>	<b>\$6,213</b>	<b>\$6,605</b>	<b>\$ -391</b>
<b>Total Liabilities</b>	<b>\$6,213</b>	<b>\$6,605</b>	<b>\$ -391</b>
Equity			
2050 Beginning Net Assets	0	0	0
2053 Unrestricted Net Assets	239,212	222,265	16,947
2054 Reserved for Emergencies	9,290	6,576	2,714
2058 Restricted-Revolving Loan Fund	960,343		960,343
Net Income	216,245	219,962	-3,717
<b>Total Equity</b>	<b>\$1,425,092</b>	<b>\$448,804</b>	<b>\$976,288</b>
<b>TOTAL LIABILITIES AND EQUITY</b>	<b>\$1,431,305</b>	<b>\$455,408</b>	<b>\$975,897</b>

### Note

Accounts Receivable \$20,000 is Housing Summit sponsorships; \$8500 collected through March 25

# Regional Housing Alliance of La Plata Co.

## Budget Performance YTD

February 2025

	Jan-Feb 2025				
	Actual	Budget YTD	% of Budget	Annual Budget	Notes
Income					
3000 Unrestricted Revenues					
3100 IGA Member Contribution Revenue					
3101 City of Durango	73,800	73,872	99.90%	73,872	
3102 La Plata County	140,819	140,819	100.00%	140,819	
3103 Town of Ignacio	4,617	4,617	100.00%	4,617	
3104 Town of Bayfield	11,543	11,543	100.00%	11,543	
Total 3100 IGA Member Contribution Revenue	\$ 230,779	\$ 230,851	99.97%	\$ 230,851	All contributions received by Feb 26
3118 Interest Income - RLF	2,326	2,770	83.97%	16,625	
3121 Interest Income - Bank Accounts	360	64	561.80%	360	
3122 Sponsorship/Donation	15,000	5,000	300.00%	21,000	Confirmed Summit sponsorships are \$27,500
3133 Fee For Service	0	0		7,000	
Total 3000 Unrestricted Revenues	\$ 248,465	\$ 238,685	104.10%	\$ 275,836	
Total Income	\$ 253,465	\$ 238,685	106.19%	\$ 275,836	
Gross Profit	\$ 253,465	\$ 238,685	106.19%	\$ 275,836	
Expenses					
4015 Client Loan Expenses	332	396	84%	2,375	
4080 Liability Insurance	202	266	76%	1,600	
4119 Marketing/Outreach (includes Summit)	4,580	5,210	88%	26,000	
4140 Office Expense	614	556	110%	2,520	
4315 Professional Services					
4005 Prof Serv Audit Fees		0		9,200	
4322 Prof'l Services- Legal Fees	140	834	16.79%	5,000	
4323 Prof'l Services- Website	0	834	0.00%	5,000	
4394 Prof'l Services-Hsng Strategy	20,000	20,000	100.00%	120,000	
4397 Prof'l Services - RHA Director	6,644	7,000	94.91%	40,000	
4398 Prof'l Services - Admin Fee	3,987	3,986	100.02%	23,920	
Total 4315 Professional Services	\$ 30,771	\$ 32,654	94.23%	\$ 203,120	
4340 Rent	720	720	100%	4,320	
4379 Training	0	0		4,000	
6240 Miscellaneous	0	174	0%	1,040	
Total Expenses	\$ 37,219	\$ 39,976	93%	\$ 244,975	
Net Operating Income	\$ 216,246	\$ 198,709	109%	\$ 30,861	
Other Income					
5020 Grants - Inkind	26,576	28,000	94.91%	144,500	
Total Other Income	\$ 26,576	\$ 28,000	94.91%	\$ 144,500	
Other Expenses					
6020 Grant Project Exp - In Kind	26,576	28,000	94.91%	144,500	
Total Other Expenses	\$ 26,576	\$ 28,000	94.91%	\$ 144,500	
Net Other Income	\$ 0	\$ 0		\$ 0	
Net Income	\$ 216,246	\$ 198,709	109%	\$ 30,861	

Tuesday, Mar 25, 2025 - Accrual Basis



# Regional Housing Alliance of La Plata Co.

## Revenue & Expenses by Project

January - February, 2025

	CATALYST RLF	SUMMIT	UNRESTRICTED	TOTAL
Income				
3000 Unrestricted Revenues				\$0
3100 IGA Member Contribution Revenue			230,779	\$230,779
3118 Interest Income - RLF	2,326			\$2,326
3121 Interest Income - Bank Accounts	360			\$360
3122 Sponsorship/Donation		15,000		\$15,000
<b>Total 3000 Unrestricted Revenues</b>	<b>2,686</b>	<b>15,000</b>	<b>230,779</b>	<b>\$248,465</b>
3900 Grant Revenue		5,000		\$5,000
<b>Total Income</b>	<b>\$2,686</b>	<b>\$20,000</b>	<b>\$230,779</b>	<b>\$253,465</b>
GROSS PROFIT	<b>\$2,686</b>	<b>\$20,000</b>	<b>\$230,779</b>	<b>\$253,465</b>
Expenses				
4015 Client Loan Expenses	332			\$332
4080 Liability Insurance			202	\$202
4119 Marketing/Outreach		4,000	580	\$4,580
4140 Office Expense	10		604	\$614
4315 Professional Services				\$0
4322 Prof'l Services- Legal Fees			140	\$140
4394 Prof'l Services-Hsng Strategy			20,000	\$20,000
4397 Prof'l Services - RHA Director			6,644	\$6,644
4398 Prof'l Services - Admin Fee			3,987	\$3,987
<b>Total 4315 Professional Services</b>			<b>30,771</b>	<b>\$30,771</b>
4340 Rent			720	\$720
<b>Total Expenses</b>	<b>\$342</b>	<b>\$4,000</b>	<b>\$32,877</b>	<b>\$37,219</b>
NET OPERATING INCOME	<b>\$2,343</b>	<b>\$16,000</b>	<b>\$197,902</b>	<b>\$216,245</b>
Other Income				
5020 Grants - Inkind			26,576	\$26,576
<b>Total Other Income</b>	<b>\$0</b>	<b>\$0</b>	<b>\$26,576</b>	<b>\$26,576</b>
Other Expenses				
6020 Grant Project Exp - In Kind			26,576	\$26,576
<b>Total Other Expenses</b>	<b>\$0</b>	<b>\$0</b>	<b>\$26,576</b>	<b>\$26,576</b>
NET OTHER INCOME	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>
NET INCOME	<b>\$2,343</b>	<b>\$16,000</b>	<b>\$197,902</b>	<b>\$216,245</b>

# Regional Housing Alliance of La Plata Co.

## Revenue & Expense Transaction Detail

February 2025

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	SPLIT	AMOUNT
Ordinary Income/Expenses							
Income							
3000 Unrestricted Revenues							
3118 Interest Income - RLF							
02/28/2025	Journal Entry	25003		Catalyst RLF	mo interest accrued thru mo end Ignacio HA/Rock Creek loan	-Split-	342.71
02/28/2025	Journal Entry	25003		Catalyst RLF	mo interest accrued thru mo end Bayfield Haga loan	-Split-	838.54
<b>Total for 3118 Interest Income - RLF</b>							<b>\$1,181.25</b>
3121 Interest Income - Bank Accounts							
02/28/2025	Deposit			Catalyst RLF		1025 Bank of CO Money Market	261.83
<b>Total for 3121 Interest Income - Bank Accounts</b>							<b>\$261.83</b>
3122 Sponsorship/Donation							
02/24/2025	Invoice	148	CO Housing & Finance Authority	Summit	Silver Sponsorship for Second Annual Southwest Housing Summit, April 2025	Accounts Receivable:Accounts Receivable - Other	3,500.00
02/24/2025	Invoice	149	Wells Group of Durango	Summit	Bronze Sponsorship for Second Annual Southwest Housing Summit, April 2025	Accounts Receivable:Accounts Receivable - Other	1,500.00
02/28/2025	Invoice	152	First Southwest Bank	Summit	Gold Level Sponsorship 2025 Housing Summit	Accounts Receivable:Accounts Receivable - Other	5,000.00
02/28/2025	Invoice	151	Colorado Health Foundation	Summit	Gold Level Sponsorship 2025 Housing Summit	Accounts Receivable:Accounts Receivable - Other	5,000.00
<b>Total for 3122 Sponsorship/Donation</b>							<b>\$15,000.00</b>
<b>Total for 3000 Unrestricted Revenues</b>							<b>\$16,443.08</b>
3900 Grant Revenue							
3930 Foundation and NPO Grants							
02/28/2025	Invoice	150	Boettcher Foundation	Summit	Foundation grant for 2025 Housing Summit (gold sponsor level)	Accounts Receivable:Accounts Receivable - Other	5,000.00
<b>Total for 3930 Foundation and NPO Grants</b>							<b>\$5,000.00</b>
<b>Total for 3900 Grant Revenue</b>							<b>\$5,000.00</b>
<b>Total for Income</b>							<b>\$21,443.08</b>
Expenses							
4015 Client Loan Expenses							
02/28/2025	Journal Entry	25003		Catalyst RLF	mo accrued loan servicing fee to Region 9 Ignacio HA/Rock Creek Loan	-Split-	48.96
02/28/2025	Journal Entry	25003		Catalyst RLF	mo accrued loan servicing fee to Region 9 Bayfield Haga loan	-Split-	119.79
<b>Total for 4015 Client Loan Expenses</b>							<b>\$168.75</b>
4080 Liability Insurance							
02/28/2025	Journal Entry	25004		Unrestricted	monthly liab insurance expense	-Split-	101.02
<b>Total for 4080 Liability Insurance</b>							<b>\$101.02</b>
4119 Marketing/Outreach							
02/28/2025	Journal Entry	25004		Unrestricted	expense prepaid Housing CO dues	-Split-	370.00
<b>Total for 4119 Marketing/Outreach</b>							<b>\$370.00</b>
4124 Summit-Speakers							
02/18/2025	Bill	001	Gray, Matthew Nolan	Summit	50% Summit speaking fee	2000 Accounts Payable	1,500.00
<b>Total for 4124 Summit-Speakers</b>							<b>\$1,500.00</b>
<b>Total for 4119 Marketing/Outreach with sub-accounts</b>							<b>\$1,870.00</b>
4140 Office Expense							
02/01/2025	Check	bp	Durango Chamber of Commerce	Unrestricted	mo share triple net	1000 TBK Operating Account	85.00
02/13/2025	Expense		Bank of Colorado	Catalyst RLF	wire fee (region 9 dep)	1025 Bank of CO Money Market	10.00
02/28/2025	Journal Entry	25004		Unrestricted	expense Jan, Feb acctg software	-Split-	178.20
<b>Total for 4140 Office Expense</b>							<b>\$273.20</b>
4315 Professional Services							
4394 Prof'l Services-Hsng Strategy							

Regional Housing Alliance of La Plata Co.

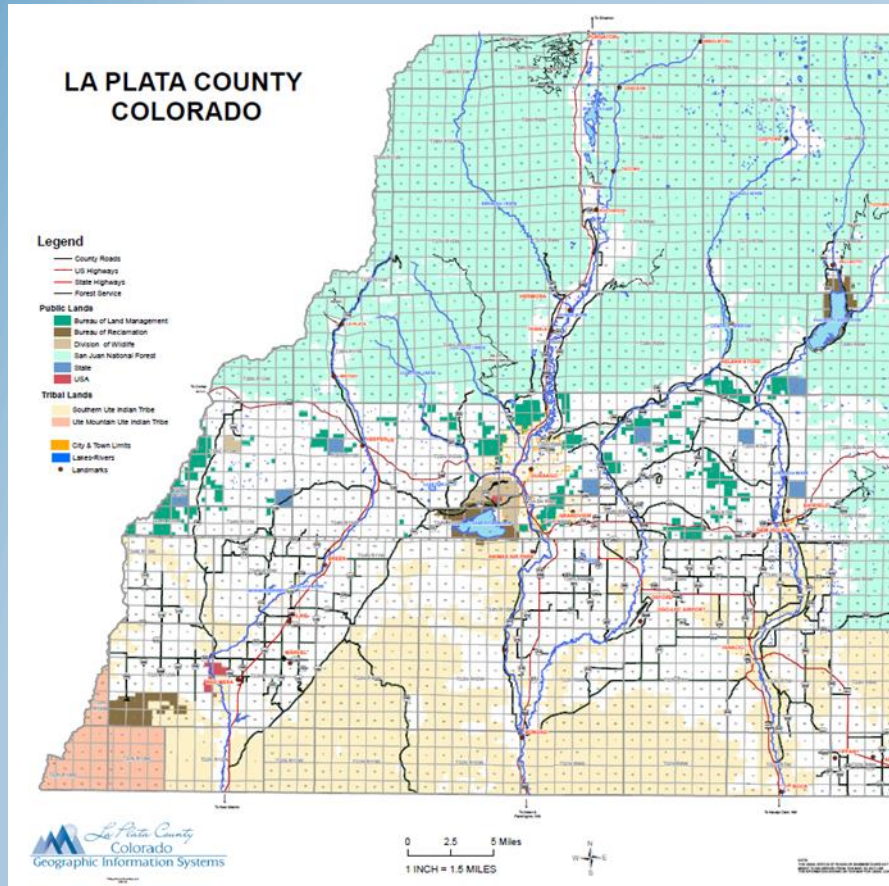
Revenue & Expense Transaction Detail

February 2025

DATE	TRANSACTION TYPE	NUM	NAME	CLASS	MEMO/DESCRIPTION	SPLIT	AMOUNT
02/01/2025	Bill		LPEDA	Unrestricted	mo contract for 2025	2000 Accounts Payable	10,000.00
Total for 4394 Prof'l Services-Hsng Strategy							\$10,000.00
4397 Prof'l Services - RHA Director							
02/28/2025	Bill	1877	LPEDA-Grant match	Unrestricted	DOLA capacity match Feb	2000 Accounts Payable	3,570.75
Total for 4397 Prof'l Services - RHA Director							\$3,570.75
4398 Prof'l Services - Admin Fee							
02/01/2025	Bill		LPEDA	Unrestricted	mo admin 2025	2000 Accounts Payable	1,993.33
Total for 4398 Prof'l Services - Admin Fee							\$1,993.33
Total for 4315 Professional Services							\$15,564.08
4340 Rent							
02/01/2025	Check	bp	Durango Chamber of Commerce	Unrestricted	mo rent	1000 TBK Operating Account	360.00
Total for 4340 Rent							\$360.00
Total for Expenses							\$18,337.05
Net Ordinary Income							\$3,106.03
Other Income/Expense							
Other Income							
5020 Grants - Inkind							
02/28/2025	Bill	1877	LPEDA-Grant match	Unrestricted	DOLA grant rev	2000 Accounts Payable	14,283.00
Total for 5020 Grants - Inkind							\$14,283.00
Total for Other Income							\$14,283.00
Other Expense							
6020 Grant Project Exp - In Kind							
02/28/2025	Bill	1877	LPEDA-Grant match	Unrestricted	DOLA grant exp	2000 Accounts Payable	14,283.00
Total for 6020 Grant Project Exp - In Kind							\$14,283.00
Total for Other Expense							\$14,283.00
Net Other Income							\$0.00
Net Income							\$3,106.03

# La Plata County Community Development Department

# Community Development Department Overview



Total Department: 25

Director (1)

Planning (11)

Code Enforcement (3)

Building (8)

County Engineer (1)

Admin Assistant (1)

# Planning Division Overview

## APPLICATIONS SUBMITTED & CONCLUDED



163 Active permits\*

200 received in 2024

Average applications received a month:  
16.67

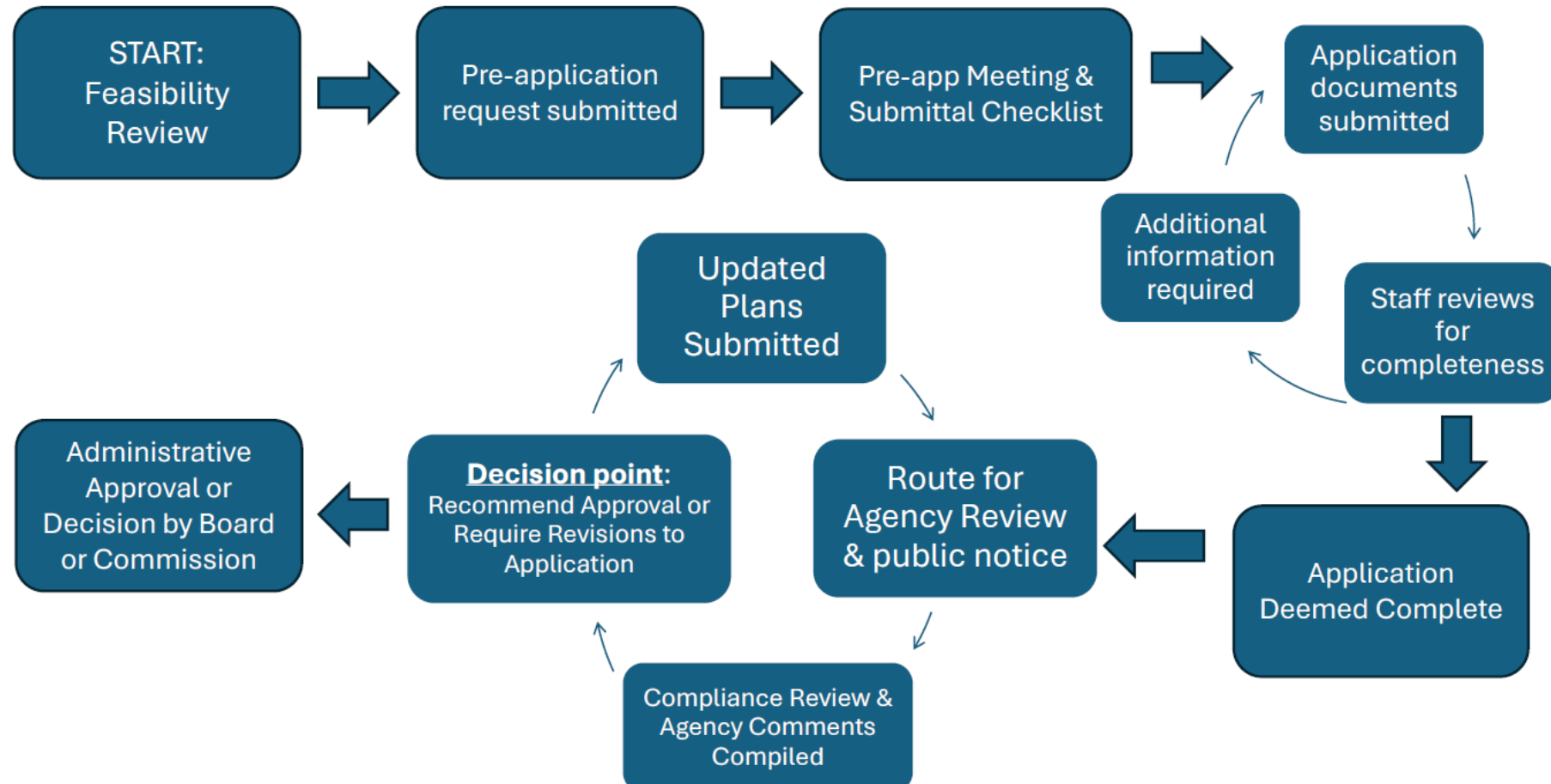
258 concluded in 2024

Average 26 per planner

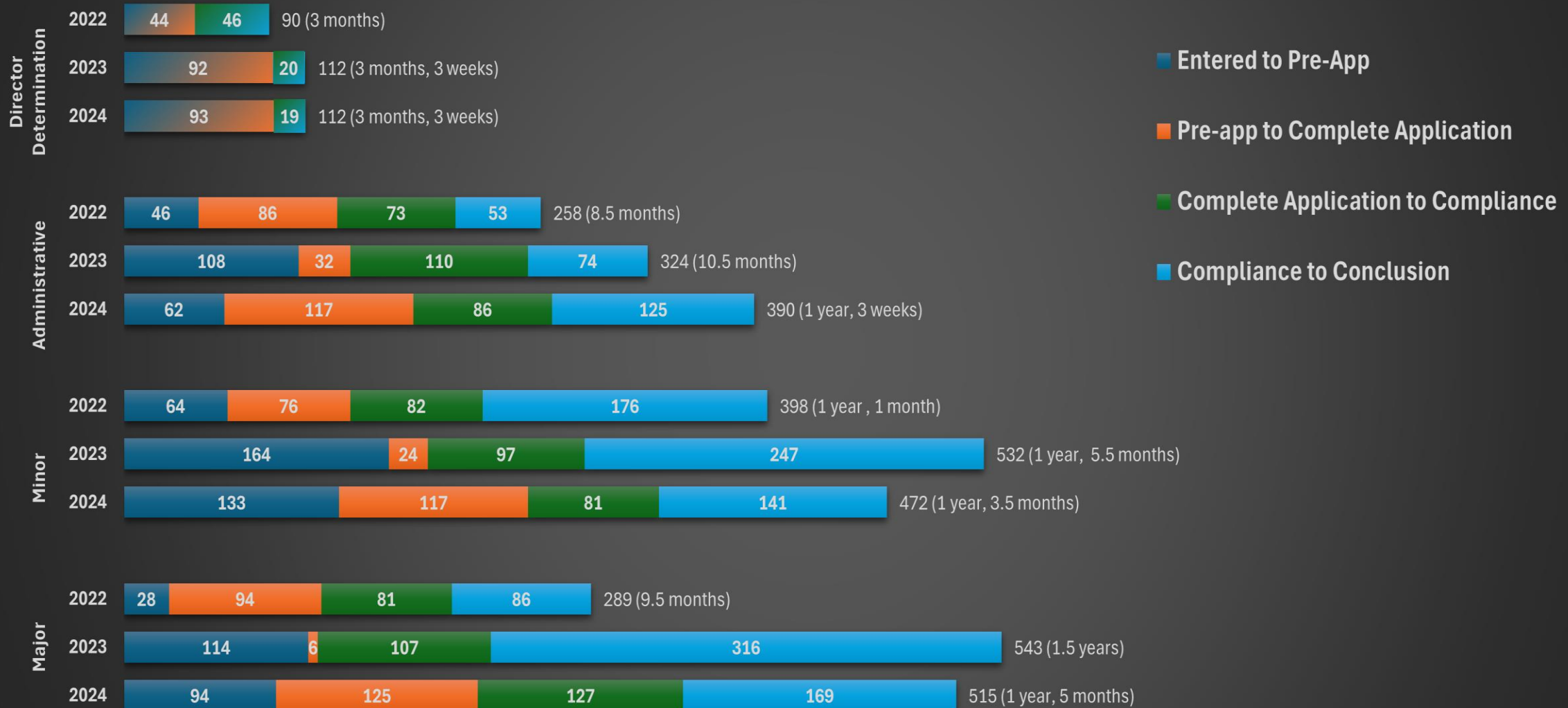
15 awaiting a planner currently

\*data pulled 2.11.2025

## Simplified Development Review Process



# Average Days in Stages of Development Review Process

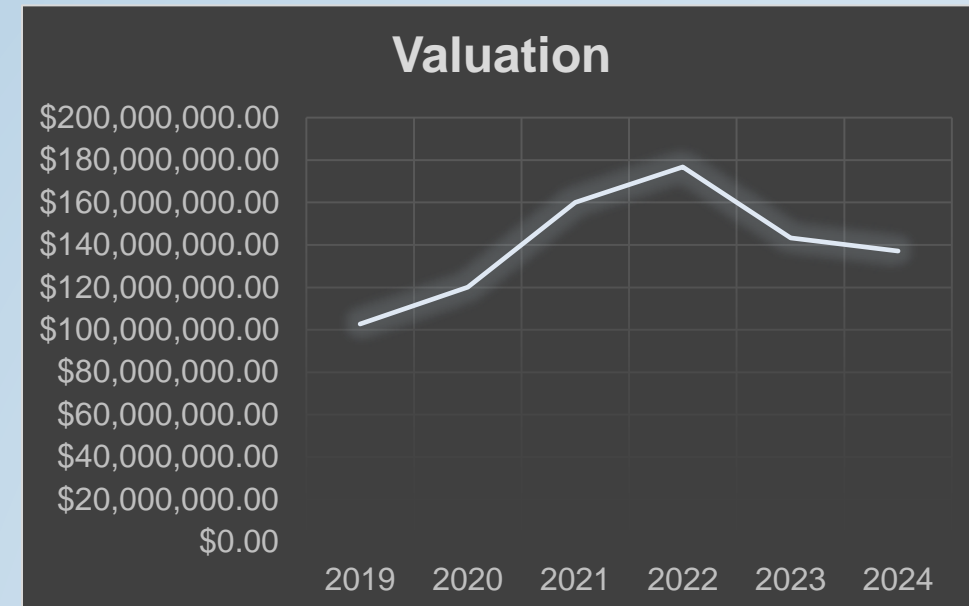




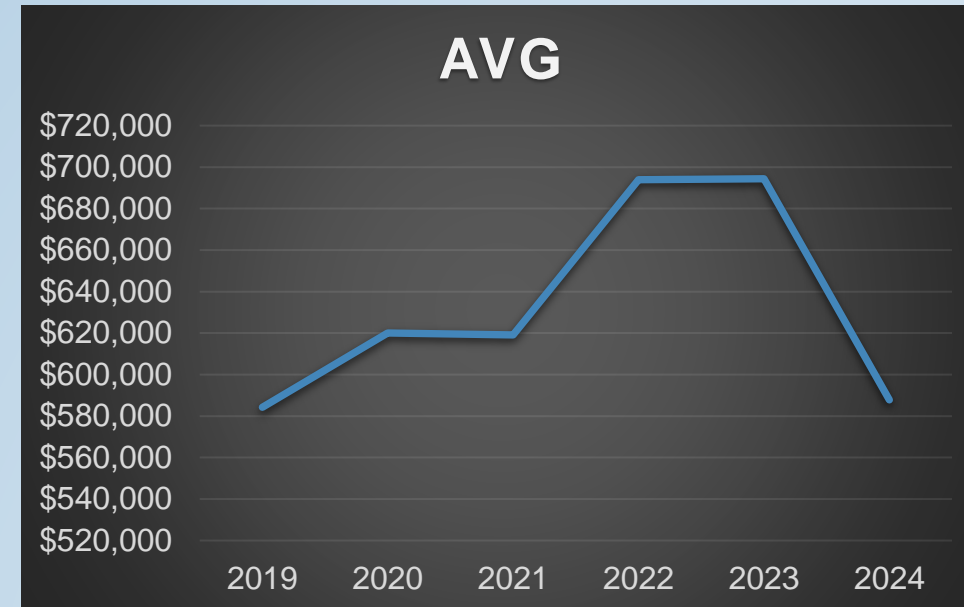
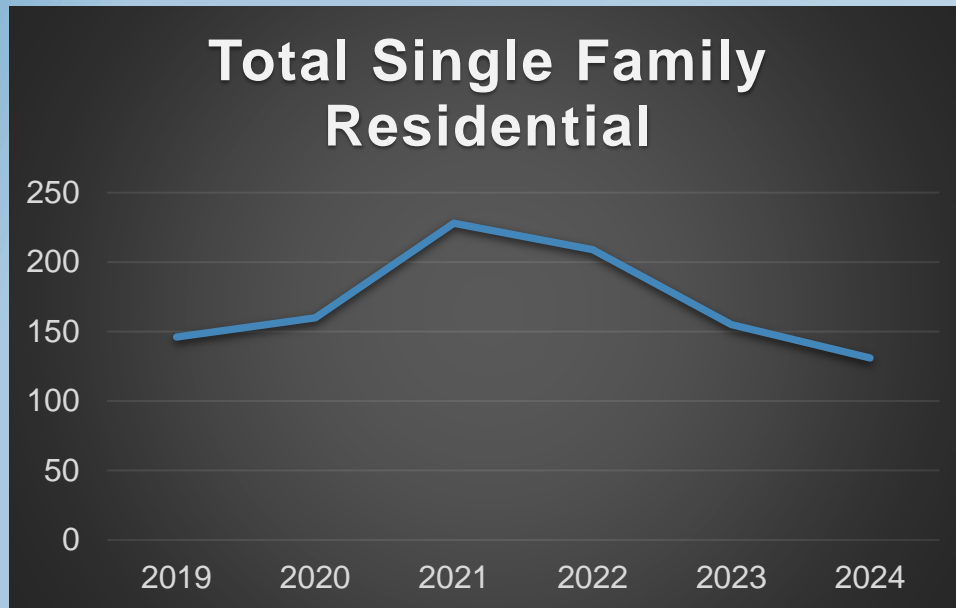
# Building Division Overview

- Total number of building permits issued in 2024 – 685
- Total Single Family Residential (SFR) issued in 2024 - 131
- Number of inspections completed in 2024 – 5,361

# 2024 - Total Building Permits Issued & Valuation



# 2024 - Total SFR Permits Issued & Valuation



	SFR	AVG
2019	146	\$584,228
2020	160	\$620,033
2021	228	\$619,084
2022	209	\$693,942
2023	155	\$694,389
2024	131	\$587,770

# Code Enforcement Overview

- New cases opened: 192
- Cases closed: 140
- Parcel Research (PR) requests completed: 133
  - Residential 106, commercial 7, complaints 13, liquor licensing 7

# Celebrating 2024

- Reworked the website to be ADA compliant and improved user experience
- Code amendments: traffic amendments; floodplain updates; and recycling facility setbacks.
- Employee retention significantly improved in Community Development and hired 5 new staff (including Admin Assistant)
- Planning –
  - Caught up from a significant backlog
    - 200 applications received in 2024
    - 258 applications concluded in 2024
  - Staff tour of Southeast Planning District
  - Reduced the average review time of planning applications for minor and major applications
- Code Enforcement
  - Hired new Code Enforcement Supervisor
- Building
  - SOPs draft created
  - Reduced review time through improved process
  - Next day building inspections

REGIONAL HOUSING ALLIANCE OF  
LA PLATA COUNTY  
**REQUEST FOR LETTER OF SUPPORT**



**Mission Statement:**

To facilitate and support the preservation, rehabilitation, and development of appropriate affordable/attainable housing for the workforce essential to the long-term economic sustainability and resiliency of La Plata County and its communities.

Date:

Name of project(s) seeking support:

Location of Project:

Organization(s) seeking support:

Mailing Address:

Primary Contact:

Name:

Title:

Email:

Phone :

Secondary Contact:

Name:

Title:

Email:

Phone :

Please provide a quick description of your intended development/project/entity/etc:

Explain how this upholds or deviates from the RHA's mission statement (provided above):

Describe how the project benefits the community and addresses housing needs in La Plata County:

Target price points and proposed restrictions (if applicable):

Will this include or are you open to any of the following, if yes please explain:

60-120% of AMI

Subsidies

Workforce Housing

Affordable Housing

Deed Restrictions

Rehabilitation

If yes to any of the above, please explain further:

What is your current status with applicable local government(s) or funder(s)? Please include details about application status, relevant jurisdictions, entities involved, etc:

Please give a realistic projected Entitlement/Development/Building Timeline:

When do you need the letter of support:

The RHA Board strongly prefers to hear requests for letters at their meetings (second Thursday of each month from 2-4pm). Does your timeframe allow you to present at the next RHA board meeting?

Yes

No

What is the purpose of this letter and to whom should it be addressed:

What specific language should be included in the letter:

Please provide any additional details that could be useful for the board in considering your request or writing your letter:

If you have any project supporting documents, please affix when submitting this form.

Once you have completed this form, you may deliver it to your RHA contact or email it to [RHA@yeslpc.com](mailto:RHA@yeslpc.com). If time allows, you will be asked to present your request at the next available meeting of the RHA Board of Directors where the board will make a decision. You should be contacted within 2-3 business days of submitting for further details. However, if this is an urgent request that cannot wait until the next Board meeting then select the option below. Note that this will mean that you will have very little opportunity to advocate for your project.

Please Expedite This Request





April 10, 2024

To: Terry Barnard, Manager Multifamily Production and Outreach  
Colorado Housing and Finance Authority  
Proposition 123 Equity Program

Re: Support for FLC Vantage Proposition 123 Equity Application

Dear Mr. Barnard,

On behalf of the Regional Housing Alliance of La Plata County (RHA), I am writing to express strong support for the FLC Vantage Rental Housing Project and its request for \$12,845,000 Proposition 123 Equity Program.

This project addresses a unique and critical need identified in the La Plata County Housing Needs Assessment: the shortage of rental housing attainable to middle-income workers earning between 60% and 100% of the area median income. As one of the region's top housing priorities, closing this gap is essential to maintaining a stable local workforce and supporting long-term economic resilience.

The FLC Vantage project is a first-of-its-kind initiative in the region—the first workforce housing development to move forward under the Proposition 123 Equity program. It reflects a strong alignment with both state and regional housing goals and sets an important precedent for how rural communities can utilize Prop 123 resources to deliver lasting, income-restricted rental housing.

Importantly, this is an employer-driven project, with Fort Lewis College taking a leadership role to address the housing needs of its employees and the broader essential workforce. In partnership with MGL Partners, FLC is developing 44 below-market rental units—demonstrating a replicable model that can be scaled across Colorado, especially in communities facing similar housing challenges.

This site, located in the Three Springs area of Durango, is well-suited for this type of development, and a site plan will be submitted for review in the coming weeks. Over the past year, the development team has conducted detailed cost analyses and completed third-party site studies, including an environmental review. The project will also include a 30-year affordability commitment through a Land Use Restrictive Agreement (LURA), ensuring lasting benefit to the community.

The Regional Housing Alliance strongly supports this innovative project and encourages the Division of Housing to award HDG funds to help bring it to fruition. We believe the FLC Vantage project has the potential to serve as a statewide model for employer engagement and workforce housing development.

Thank you for your considering the FLC Vantage proposal for Prop 123 Equity and its \$12,845,000 request—an initiative that directly advances both local and state workforce housing priorities.

Sincerely,

Eva Henson, RHA Contract Director

REGIONAL HOUSING ALLIANCE OF  
LA PLATA COUNTY  
**REQUEST FOR LETTER OF SUPPORT**



**Mission Statement:**

To facilitate and support the preservation, rehabilitation, and development of appropriate affordable/attainable housing for the workforce essential to the long-term economic sustainability and resiliency of La Plata County and its communities.

Date:

Name of project(s) seeking support:

Location of Project:

Organization(s) seeking support:

Mailing Address:

Primary Contact:

Name:

Title:

Email:

Phone :

Secondary Contact:

Name:

Title:

Email:

Phone :

Please provide a quick description of your intended development/project/entity/etc:

Explain how this upholds or deviates from the RHA's mission statement (provided above):

Describe how the project benefits the community and addresses housing needs in La Plata County:

Target price points and proposed restrictions (if applicable):

Will this include or are you open to any of the following, if yes please explain:

- 60-120% of AMI
- Subsidies
- Workforce Housing
- Affordable Housing
- Deed Restrictions
- Rehabilitation

If yes to any of the above, please explain further:

What is your current status with applicable local government(s) or funder(s)? Please include details about application status, relevant jurisdictions, entities involved, etc:

Please give a realistic projected Entitlement/Development/Building Timeline:

When do you need the letter of support:

The RHA Board strongly prefers to hear requests for letters at their meetings (second Thursday of each month from 2-4pm). Does your timeframe allow you to present at the next RHA board meeting?

Yes

No

What is the purpose of this letter and to whom should it be addressed:

What specific language should be included in the letter:

Please provide any additional details that could be useful for the board in considering your request or writing your letter:

If you have any project supporting documents, please affix when submitting this form.

Once you have completed this form, you may deliver it to your RHA contact or email it to [RHA@yeslpc.com](mailto:RHA@yeslpc.com). If time allows, you will be asked to present your request at the next available meeting of the RHA Board of Directors where the board will make a decision. You should be contacted within 2-3 business days of submitting for further details. However, if this is an urgent request that cannot wait until the next Board meeting then select the option below. Note that this will mean that you will have very little opportunity to advocate for your project.

Please Expedite This Request



April 10, 2025

To: Shirley Diaz, Housing Development Specialist  
Colorado Division of Housing  
Housing Development Grant (HDG) Program

Re: Support for FLC Vantage Rental Housing Project

Dear Ms. Diaz,

On behalf of the Regional Housing Alliance of La Plata County (RHA), I am writing to express strong support for the FLC Vantage Rental Housing Project and its request for \$2.4 million from the Division of Housing's Housing Development Grant (HDG) Program.

This project addresses a unique and critical need identified in the La Plata County Housing Needs Assessment: the shortage of rental housing attainable to middle-income workers earning between 60% and 100% of the area median income. As one of the region's top housing priorities, closing this gap is essential to maintaining a stable local workforce and supporting long-term economic resilience.

The FLC Vantage project is a first-of-its-kind initiative in the region—the first workforce housing development to move forward under the Proposition 123 Equity program. It reflects a strong alignment with both state and regional housing goals and sets an important precedent for how rural communities can utilize Prop 123 resources to deliver lasting, income-restricted rental housing.

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The Regional Housing Alliance strongly supports this innovative project and encourages the Division of Housing to award HDG funds to help bring it to fruition. We believe the FLC Vantage project has the potential to serve as a statewide model for employer engagement and workforce housing development.

Thank you for your considering the FLC Vantage proposal and its \$2.4 million HDG funding request—an initiative that directly advances both local and state workforce housing priorities.

Sincerely,

Eva Henson, RHA Contract Director



REGIONAL  
HOUSING  
ALLIANCE

April 10, 2025

**TO: RHA Board of Directors**

**RE: Memorandum regarding Request for Release – Right of First Refusal Agreement**

***(Lot 34 Yucca Estates Subdivision)***

**BACKGROUND/OVERVIEW:** Prior to the formation of HomesFund, the Regional Housing Alliance of La Plata County (RHA) provided down payment assistance loans. Along with the loan, a lien was recorded, and a Right of First Refusal Agreement was executed. During recent discussions with HomesFund, we learned that the RHA often did not have funding available to exercise the Right of First Refusal. Therefore, when a down payment assistance loan was paid off, the Right of First Refusal was typically released. As part of the transition from RHA to HomesFund, existing loans were transferred accordingly.

Under the terms of the Right of First Refusal Agreement, the agreement remains in effect until the RHA is no longer a lien holder on the property or until the RHA rejects a third-party offer, and the sale related to that offer is completed. The agreement, including its benefits and obligations, runs with the property until it terminates.

On Friday afternoon, April 4, 2025, Eva Henson received an inquiry from Renee Friedenber, Closing Officer for Colorado Title & Closing Services, LLC. The inquiry was regarding a For Sale By Owner property located at Lot 34 Yucca Estates Subdivision (also known as 1325 Juniper Street, Bayfield, CO 81122), with an anticipated closing date of Monday, April 7, 2025. The closing officer requested a signed RHA release of the Right of First Refusal. The seller, who is the father of the buyer, indicated that some typical due diligence items in the sale process were not needed. Furthermore, since this is a for-sale-by-owner property, there was no realtor involved to facilitate the process.

Eva requested that Colorado Title provide the necessary documents for review and reached out to Pam Moore, HomesFund Executive Director, and David Liberman, RHA's attorney, to seek guidance on how best to proceed.

HomesFund has confirmed that the down payment assistance loan was paid in full in May 2015 due to a refinance. Since this was a refinance and not a sale, the Right of First Refusal was not released at that time. However, since the loan was paid off, Mr. Liberman interprets that the Right of First Refusal has expired and advised that the release be authorized by the RHA Board as a Decision Item at the April Board Meeting.



## REGIONAL HOUSING ALLIANCE

Per the RHA Bylaws, the President (RHA Chair) is the principal executive officer of the RHA and may sign, with the Secretary or other authorized officer, deeds, mortgages, bonds, contracts, or other instruments authorized by the Board of Directors, unless the Board specifically delegates the authority to another officer or agent. In general, the President performs all duties incident to the office, as prescribed by the Board.

Take Note: If the RHA lien were still in place, or if the loan had not been paid off, the Board would have the option to exercise the Right of First Refusal. In such a case, the Board could decide whether to purchase the home under the same or similar terms as the real estate contract. The Board would make a determination based on the circumstances at that time.

HomesFund has also offered to review their records to identify any other remaining RHA Right of First Refusal Agreements and will provide that information at a later time due to time constraints in preparing this memorandum.

**RECOMMENDATION:** This item is being added to the agenda for the RHA's April 10, 2025 Board Meeting as a Decision Item. The Board is requested to formally approve the Release of Right of First Refusal for the property located at 34 Yucca Estates Subdivision (also known as 1325 Juniper Street, Bayfield, CO 81122) and to authorize the RHA Chair/President to execute the release in preparation for the upcoming sale of the home now scheduled for Friday, April 11, 2025.

### **ATTACHMENTS:**

1. Request for Release of First Right of Refusal
2. Contract for Purchase
3. Title Commitment
4. Release of Deed of Trust – Paid in Full Reception No. 1097729 (dated June 12, 2015)
5. Right of First Refusal Agreement – Reception No. 992772 (dated March 23, 2009)

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The Regional Housing Alliance (RHA) of La Plata County is a multi-jurisdictional agency created in 2004 by an Intergovernmental Agreement (IGA) between La Plata County, City of Durango, Town of Bayfield, and Town of Ignacio. The RHA's mission is to facilitate and support the preservation, rehabilitation, and development of appropriate affordable/attainable housing for the workforce essential to the long-term economic sustainability and resiliency of La Plata County and its communities.

(970) 828-HOME | P.O. Box 2445 Durango, CO 81302 | [laplatahousing.colorado.gov](http://laplatahousing.colorado.gov)

## Release of Right of First Refusal

The undersigned, Regional Housing Alliance of La Plata County, hereby release and forever discharge the property described as follows:

**Lot 34 of YUCCA ESTATES SUBDIVISION, according to the plat thereof filed for record June 13, 1979 as Reception No. 431695.**

**Also Known As: 1325 Juniper Street, Bayfield, CO 81122**

from the right of first refusal as referenced in Right of First Refusal Agreement, dated March 23, 2009, recorded March 23, 2009 as Reception No. 992772.

Regional Housing Alliance of La Plata County

\_\_\_\_\_  
BY: Pat Vaughn  
AS: RHA Chair/President

STATE OF  
COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of April, 2025 by \_\_\_\_\_, as \_\_\_\_\_ for Regional Housing Alliance of La Plata County.

My commission expires:

Witness my hand and official seal.

\_\_\_\_\_  
Notary Public



# COLORADO RESIDENTIAL PURCHASE AGREEMENT

I. **THE PARTIES.** This Colorado Real Estate Purchase Agreement ("Agreement") made on March 12, 2025, ("Effective Date") between:

**Buyer:** Lake R. Leath, with a mailing address of \_\_\_\_\_ ("Buyer"), who agrees to buy, and:

**Seller:** Rodney Ray Robinette with a mailing address of 44 Red Rooster Rd. Durango, Co 81301 ("Seller"), who agrees to sell and convey real and personal property as described in Sections II & III.

Buyer and Seller are each referred to herein as a "Party" and, collectively, as the "Parties."

II. **LEGAL DESCRIPTION.** The real property is a: (check one)

- ☒ - Single-Family Home
- ☐ - Condominium
- ☐ - Planned Unit Development (PUD)
- ☐ - Duplex
- ☐ - Triplex
- ☐ - Fourplex
- ☐ - Other: \_\_\_\_\_

Street Address: 1325 W Juniper St.  
Tax Parcel Information: 567701207034  
Other Description: \_\_\_\_\_

III. **PERSONAL PROPERTY.** In addition to the real property described in Section II, the Seller shall include the following personal property:

Refridgerator, microwave, oven, & All Fixtures

The described real property in Section II and personal property in Section III shall be collectively known as the "Property."

IV. **EARNEST MONEY.** After acceptance by all Parties, the Buyer agrees to make a payment in the amount of \$ 500.00 as consideration by 3-14, 2025, at 7:00 ☐ AM ☒ PM ("Earnest Money"). The Earnest Money shall be applied to the Purchase Price at Closing



Buyer's Initials LL Seller's Initials R - R

and subject to the Buyer's ability to perform under the terms of this Agreement. Any Earnest Money accepted ☐ is ☒ is not required to be placed in a separate trust or escrow account in accordance with Governing Law.

**V. PURCHASE PRICE & TERMS.** The Buyer agrees to purchase the Property by payment of four hundred thirty three US Dollars (\$ 430,000.00) as follows: (check one)

☐ - **All Cash Offer.** No loan or financing of any kind is required in order to purchase the Property. Buyer shall provide Seller written third (3<sup>rd</sup>) party documentation verifying sufficient funds to close no later than \_\_\_\_\_, 20\_\_\_\_, at \_\_\_\_:\_\_\_\_ ☐ AM ☐ PM. Seller shall have three (3) business days after the receipt of such documentation to notify Buyer, in writing, if the verification of funds is not acceptable. If Buyer fails to provide such documentation, or if Seller finds such verification of funds is not acceptable, Seller may terminate this Agreement. Failure of Seller to provide Buyer written notice of objection to such verification shall be considered acceptance of verification of funds.

☒ - **Bank Financing.** The Buyer's ability to purchase the Property is contingent upon the Buyer's ability to obtain financing under the following conditions: (check one)

- ☐ - Conventional Loan
- ☐ - FHA Loan (Attach Required Addendums)
- ☐ - VA Loan (Attach Required Addendums)
- ☐ - Other: \_\_\_\_\_.

- a.) In addition, Buyer agrees, within a reasonable time, to make a good faith loan application with a credible financial institution;
- b.) If Buyer does not reveal a fact of contingency to the lender and this purchase does not record because of such nondisclosure after initial application, the Buyer shall be in default;
- c.) On or before March 26, 2025, the Buyer will provide the Seller a letter from a credible financial institution verifying a satisfactory credit report, acceptable income, source of down payment, availability of funds to close, and that the loan approval ☐ is ☒ is not contingent on the lease, sale, or recording of another property;
- d.) In the event the Buyer fails to produce the aforementioned letter or other acceptable verification by the date above in Section V(c), this Agreement may be terminated at the election of the Seller with written notice provided to the Buyer within 5 days from said date;



Buyer's Initials

W

Seller's Initials

R - R

- e.) Buyer must obtain Seller's approval, in writing, to any change to the letter described in Section V(c) regarding the financial institution, type of financing, or allocation of closing costs; and
- f.) Buyer agrees to pay all fees and satisfy all conditions, in a timely manner, required by the financial institution for processing of the loan application. Buyer agrees the interest rate offered by lender or the availability of any financing program is not a contingency of this Agreement, so long as Buyer qualifies for the financing herein agreed. Availability of any financing program may change at any time. Any licensed real estate agent hired by either Party is not responsible for representations or guarantees as to the availability of any loans, project and/or property approvals or interest rates.

☐ - **Seller Financing.** Seller agrees to provide financing to the Buyer under the following terms and conditions:

- a.) **Loan Amount:** \$ \_\_\_\_\_
- b.) **Down Payment:** \$ \_\_\_\_\_
- c.) **Interest Rate** (per annum): \_\_\_\_ %
- d.) **Term:** \_\_\_\_ ☐ Months ☐ Years
- e.) **Documents:** The Buyer shall be required to produce documentation, as required by the Seller, verifying the Buyer's ability to purchase according to the Purchase Price and the terms of the Seller Financing. Therefore, such Seller Financing is contingent upon the Seller's approval of the requested documentation to be provided on or before \_\_\_\_\_, 20\_\_\_\_. The Seller shall have until \_\_\_\_\_, 20\_\_\_\_, to approve the Buyer's documentation. In the event Buyer fails to obtain Seller's approval, this Agreement shall be terminated with the Buyer's Earnest Money being returned within five (5) business days.

**VI. SALE OF ANOTHER PROPERTY.** Buyer's performance under this Agreement: (check one)

☒ - **Shall not** be contingent upon selling another property.

☐ - **Shall be** contingent upon selling another property with a mailing address of \_\_\_\_\_, within \_\_\_\_\_ days from the Effective Date.

**VII. CLOSING COSTS.** The costs attributed to the Closing of the Property shall be the responsibility of ☐ Buyer ☐ Seller ☒ **Both Parties.** The fees and costs related to the Closing shall include but not be limited to a title search (including the abstract and any owner's title policy), preparation of the deed, transfer

**e**

Buyer's Initials

WR

Seller's Initials

R R

taxes, recording fees, and any other costs by the title company that is in standard procedure with conducting the sale of a property.

**VIII. FUNDS AT CLOSING.** Buyer and Seller agree that before the recording can take place, funds provided shall be in one (1) of the following forms: cash, interbank electronic transfer, money order, certified check or cashier's check drawn on a financial institution located in the state of Governing Law, or any above combination that permits the Seller to convert the deposit to cash no later than the next business day.

**IX. CLOSING DATE.** This transaction shall close on April 16<sup>th</sup>, 2025, at 5:00 ☐ AM ☒ PM or earlier at the office of a title company to be agreed upon by the Parties ("Closing"). Any extension of the Closing must be agreed upon, in writing, by Buyer and Seller. Real estate taxes, rents, dues, fees, and expenses relating to the Property for the year in which the sale is closed shall be prorated as of the Closing. Taxes due for prior years shall be paid by Seller.

**X. SURVEY.** Buyer may obtain a survey of the Property before the Closing to assure that there are no defects, encroachments, overlaps, boundary line or acreage disputes, or other such matters, that would be disclosed by a survey ("Survey Problems"). The cost of the survey shall be paid by the Buyer. Not later than 14 business days prior to the Closing, Buyer shall notify Seller of any Survey Problems which shall be deemed to be a defect in the title to the Property. Seller shall be required to remedy such defects within 10 business days and prior to the Closing.

If Seller does not or cannot remedy any such defect(s), Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

**XI. ~~MINERAL RIGHTS.~~** ~~It is agreed and understood that all rights under the sell, including but not limited to water, gas, oil, and mineral rights shall be transferred by the Seller to the Buyer at Closing.~~ No Mineral Rights on water Rights R.R.

**XII. TITLE.** Seller shall convey title to the property by warranty deed or equivalent. The Property may be subject to restrictions contained on the plat, deed, covenants, conditions, and restrictions, or other documents noted in a Title Search Report. Upon execution of this Agreement by the Parties, Seller will order a Title Search Report, and have it delivered to the Buyer.

Upon receipt of the Title Search Report, the Buyer shall have 5 business days to notify the Seller, in writing, of any matters disclosed in the report which are unacceptable to Buyer. Buyer's failure to timely object to the report shall constitute acceptance of the Title Search Report.



Buyer's Initials

VR

Seller's Initials

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If any objections are made by Buyer regarding the Title Search Report, mortgage loan inspection, or other information that discloses a material defect, the Seller shall have 10 business days from the date the objections were received to correct said matters. If Seller does not remedy any defect discovered by the Title Search Report, Buyer shall have the option of canceling this Agreement, in which case the Earnest Money shall be returned to Buyer.

After Closing, Buyer shall receive an owner's standard form policy of title insurance insuring marketable title in the Property to Buyer in the amount of the Purchase Price, free and clear of the objections and all other title exceptions agreed to be removed as part of this transaction.

- XIII. PROPERTY CONDITION.** Seller agrees to maintain the Property in its current condition, subject to ordinary wear and tear, from the time this Agreement comes into effect until the Closing. Buyer recognizes that the Seller, along with any licensed real estate agent(s) involved in this transaction, make no claims as to the validity of any property disclosure information. Buyer is required to perform their own inspections, tests, and investigations to verify any information provided by the Seller. Afterward, the Buyer shall submit copies of all tests and reports to the Seller at no cost.

Therefore, Buyer shall hold the right to hire licensed contractors, or other qualified professionals, to further inspect and investigate the Property until March 19, 2025, at 5:00 ☐ AM ☒ PM.

After all inspections are completed, Buyer shall have until March 26, 2025, at 5:00 ☐ AM ☒ PM to present any new property disclosures to the Seller in writing. The Buyer and Seller shall have 5 business days to reach an agreement over any new property disclosures found by the Buyer. If the Parties cannot come to an agreement, this Agreement shall be terminated with the Earnest Money being returned to the Buyer.

If the Buyer fails to have the Property inspected or does not provide the Seller with written notice of the new disclosures on the Property, in accordance with this Agreement, Buyer hereby accepts the Property in its current condition and as described in any disclosure forms presented by the Seller.

In the event improvements on the Property are destroyed, compromised, or materially damaged prior to Closing, the Agreement may be terminated at Buyer's option.

- XIV. SELLER'S INDEMNIFICATION.** Except as otherwise stated in this Agreement, after recording, the Buyer shall accept the Property AS IS, WHERE IS, with all defects, latent or otherwise. Neither Seller nor their



Buyer's Initials

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Seller's Initials

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licensed real estate agent(s) or any other agent(s) of the Seller, shall be bound to any representation or warranty of any kind relating in any way to the Property or its condition, quality or quantity, except as specifically set forth in this Agreement or any property disclosure, which contains representations of the Seller only, and which is based upon the best of the Seller's personal knowledge.

**XV. APPRAISAL.** Buyer's performance under this Agreement: (check one)

☒ - **Shall not** be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price.

☐ - **Shall** be contingent upon the appraisal of the Property being equal to or greater than the agreed upon Purchase Price. If the Property does not appraise to at least the amount of the Purchase Price, or if the appraisal discovers lender-required repairs, the Parties shall have \_\_\_\_\_ business days to re-negotiate this Agreement ("Negotiation Period"). In such event the Parties cannot come to an agreement during the Negotiation Period, this Agreement shall terminate with the Earnest Money being returned to the Buyer.

**XVI. REQUIRED DOCUMENTS.** Prior to the Closing, the Parties agree to authorize all necessary documents, in good faith, in order to record the transaction under the conditions required by the recorder, title company, lender, or any other public or private entity.

**XVII. TERMINATION.** In the event this Agreement is terminated, as provided in this Agreement, absent of default, any Earnest Money shall be returned to the Buyer, in-full, within 5 business days with all parties being relieved of their obligations as set forth herein.

**XVIII. SEX OFFENDERS.** Section 2250 of Title 18, United States Code, makes it a federal offense for sex offenders required to register pursuant to the Sex Offender Registration and Notification Act (SORNA), to knowingly fail to register or update a registration as required. State convicted sex offenders may also be prosecuted under this statute if the sex offender knowingly fails to register or update a registration as required, and engages in interstate travel, foreign travel, or enters, leaves, or resides on an Indian reservation.

A sex offender who fails to properly register may face fines and up to ten (10) years in prison. Furthermore, if a sex offender knowingly fails to update or register as required and commits a violent federal crime, he or she may face up to thirty (30) years in prison under this statute. The Buyer may seek more information online by visiting <https://www.nsopw.gov/>.



Buyer's Initials

WM

Seller's Initials

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- XIX. TIME.** Time is of the essence. All understandings between the Parties are incorporated in this Agreement. Its terms are intended by the Parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter and they may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement.
- XX. BUYER'S DEFAULT.** Seller's remedies shall be limited to liquidated damages in the amount of the Earnest Money set forth in Section IV. It is agreed that such payments and things of value are liquidated damages and are Seller's sole and only remedy for Buyer's failure to perform the obligations of this Agreement. The Parties agree that Seller's actual damages in the event of Buyer's default would be difficult to measure, and the amount of the liquidated damages herein provided for is a reasonable estimate of such damages.
- XXI. SELLER'S DEFAULT.** Buyer may elect to treat this Agreement as cancelled, in which case all Earnest Money paid by Buyer hereunder shall be returned and Buyer may recover such damages as may be proper, or Buyer may elect to treat this Agreement as being in full force and effect and Buyer shall have the right to specific performance or damages, or both.
- XXII. EARNEST MONEY DISPUTE.** Notwithstanding any termination of this Agreement, the Parties agree that in the event of any controversy regarding the release of the Earnest Money that the matter shall be submitted to mediation as provided in Section XXIII.
- XXIII. DISPUTE RESOLUTION.** Buyer and Seller agree to mediate any dispute or claim arising out of this Agreement, or in any resulting transaction, before resorting to arbitration or court action.
- a.) **Mediation.** If a dispute arises, between or among the Parties, and it is not resolved prior to or after recording, the Parties shall first proceed in good faith to submit the matter to mediation. Costs related to mediation shall be mutually shared between or among the Parties. Unless otherwise agreed in mediation, the Parties retain their rights to proceed to arbitration or litigation.
- b.) **Arbitration.** The Parties agree that any dispute or claim in law or equity arising between them out of this Agreement or any resulting transaction, which is not settled through mediation, shall be decided by neutral, binding arbitration. The arbitrator is required to be a retired judge or justice, or an attorney with at least five (5) years of residential real estate law experience unless the Parties mutually agree to a different arbitrator. Under arbitration, the Parties shall have the right to discovery in accordance with Governing Law. Judgment upon the award of the arbitrator(s) may be entered into any court having jurisdiction. Enforcement of this Agreement to arbitrate shall be governed by the Federal Arbitration Act.

c.) **Exclusions.** The following matters shall be excluded from the mediation and arbitration: (i) a judicial or non-judicial foreclosure or other action or proceeding to enforce a deed, mortgage or installment land sale contract as defined in accordance with Governing Law; (ii) an unlawful detainer action, forcible entry detainer, eviction action, or equivalent; (iii) the filing or enforcement of a mechanic's lien; and (iv) any matter that is within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver or violation of the mediation and arbitration provisions of this Section.

**XXIV. GOVERNING LAW.** This Agreement shall be interpreted in accordance with the laws in the state of Colorado ("Governing Law").

**XXV. TERMS AND CONDITIONS OF OFFER.** This is an offer to purchase the Property in accordance with the above stated terms and conditions of this Agreement. If at least one, but not all, of the Parties initial such pages, a counteroffer is required until an agreement is reached. Seller has the right to continue to offer the Property for sale and to accept any other offer at any time prior to notification of acceptance. If this offer is accepted and Buyer subsequently defaults, Buyer may be responsible for payment of licensed real estate agent(s) compensation. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.

**XXVI. BINDING EFFECT.** This Agreement shall be for the benefit of, and be binding upon, the Parties, their heirs, successors, legal representatives, and assigns, which therefore, constitutes the entire agreement between the Parties. No modification of this Agreement shall be binding unless signed by both Buyer and Seller.

**XXVII. SEVERABILITY.** In the event any provision or part of this Agreement is found to be invalid or unenforceable, only that particular provision or part so found, and not the entire Agreement, will be inoperative.

**XXVIII. OFFER EXPIRATION.** This offer to purchase the Property as outlined in this Agreement shall be deemed revoked and the Earnest Money shall be returned unless this Agreement is signed by Seller and a copy of this Agreement is personally given to the Buyer by March 15, 2025, at 5:00 ☐ AM ☒ PM.

**XXIX. ACCEPTANCE.** Seller warrants that Seller is the owner of the Property or has the authority to execute this Agreement. Therefore, by the Seller's authorization below, he/she/they accepts the above offer and agrees to sell the Property on the above terms and conditions and agrees to the agency



Buyer's Initials W - Seller's Initials R - R



relationships in accordance with any agreement(s) made with licensed real estate agent(s). Seller has read and acknowledges receipt of a copy of this Agreement and authorizes any licensed real estate agent(s) to deliver a signed copy to the Buyer.

Delivery may be in any of the following: (i) hand delivery; (ii) email under the condition that the Party transmitting the email receives electronic confirmation that the email was received to the intended recipient; and (iii) by facsimile to the other Party or the other Party's licensee, but only if the transmitting fax machine prints a confirmation that the transmission was successful.

**XXX. LICENSED REAL ESTATE AGENT(S).** If Buyer or Seller have hired the services of licensed real estate agent(s) to perform representation on their behalf, he/she/they shall be entitled to payment for their services as outlined in their separate written agreement.

**XXXI. METHAMPHETAMINES.** In accordance with Governing Law, it must be mentioned in this Agreement that the Buyer has the right to conduct testing on the Property to determine if it was used in the past for a lab creating methamphetamines.

**XXXII. DISCLOSURES.** It is acknowledged by the Parties that: (check one)

☒ - There are no attached addendums or disclosures to this Agreement.

☐ - The following addendums or disclosures are attached to this Agreement:

☐ - Lead-Based Paint Disclosure Form

☐ - Seller's Property Disclosure Form

☐ - Square Footage Disclosure Form

☐ - \_\_\_\_\_.

**XXXIII. ADDITIONAL TERMS AND CONDITIONS.**

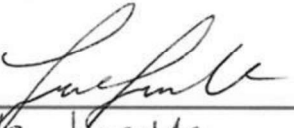
**XXXIV. ENTIRE AGREEMENT.** This Agreement together with any attached addendums or disclosures shall supersede any and all other prior understandings and agreements, either oral or in writing, between the Parties with respect to the subject matter hereof and shall constitute the sole and only agreements between the Parties with respect to the said Property. All prior negotiations and agreements between the Parties with respect to the Property hereof are merged into this Agreement. Each Party to this Agreement




Buyer's Initials WR Seller's Initials R - R

acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party or by anyone acting on behalf of any Party, which are not embodied in this Agreement and that any agreement, statement or promise that is not contained in this Agreement shall not be valid or binding or of any force or effect.

**XXXV. EXECUTION.**

**Buyer Signature:**  **Date:** 3/12/2025  
**Print Name:** Lake Leaden

**Buyer Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**Seller Signature:**  **Date:** 3-12-2025  
**Print Name:** Rodney Ray Robinette

**Seller Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**Agent Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_

**Agent Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_

ST / pd

## Colorado Title & Closing Services, LLC

Serving All of Colorado  
**ISSUING AGENT FOR**  
**WESTCOR LAND TITLE INSURANCE COMPANY**

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

Property Address: 1325 Juniper Street, Bayfield, CO 81122

Prepared for:  
**UNITED WHOLESALE MORTGAGE, LLC**

Issuing Office:  
**970 Main Ave**  
Durango, CO 81301  
Phone: (970) 247-5464  
Fax: (970) 385-4332

Attention:  
**PROCESSOR ASSIST**

Title Examiner:  
**Sara Townsend**  
stownsend@coloradotitleservices.com  
(970) 375-5907

Copies to:  
**LAKE R. LEATH**  
**RODNEY RAY ROBINETTE Jr.**  
**ACCREDITED MORTGAGE LLC / CRISTAL MINSER**

Closing Officer:  
**Renee Friedenberg**  
reneef@coloradotitleservices.com  
(970) 375-5916

### **SCHEDULE A**

	<u>POLICY LIABILITY</u>	<u>PREMIUM CHARGES</u>	
Owner's Policy ALTA (07/01/2021)	<b>\$430,000.00</b>	<b>\$1,207.00</b>	*
Copies of Documents and Plat		<b>\$50.00</b>	
Loan Policy ALTA (Short Form)	<b>\$421,245.00</b>	<b>\$555.00</b>	
Endorsement Form ALTA 9		<b>INCLUDED</b>	
Endorsement Form ALTA 8.1		<b>INCLUDED</b>	
Endorsement Form ALTA 22		<b>INCLUDED</b>	
Endorsement Form EN-146 (24 Month Chain of Title)		<b>INCLUDED</b>	
Lenders Survey & Mechanic Lien Protection		<b>INCLUDED</b>	
Closing Protection Letter		<b>\$25.00</b>	
Tax Certification		<b>\$25.00</b>	
	<b>Total Due</b>	<b>\$1,862.00</b>	

**\*RE-ISSUE RATE**

**\*\*\*NO IMPROVEMENT LOCATION CERTIFICATE IS NEEDED FOR THIS ORDER\*\*\***

1. Commitment date: **March 17, 2025 at 5:00 PM**
2. Policy or Policies to be issued:  
Owner's Policy ALTA (07/01/2021)  
Proposed Insured: **LAKE R. LEATH**  
  
Loan Policy ALTA (Short Form)  
Proposed Insured: **UNITED WHOLESALE MORTGAGE, LLC, ISAOA / ATIMA**

**SCHEDULE A – CONTINUED**

3. The estate or interest in the Land at the Commitment Date is:

**FEE SIMPLE**

4. The Title is, at the Commitment Date, vested in:

**RODNEY RAY ROBINETTE, JR.**

5. The Land referred to in this Commitment is located in the County of **La Plata**, State of Colorado and described as follows:

**Lot 34 of YUCCA ESTATES SUBDIVISION, according to the plat thereof filed for record June 13, 1979 as Reception No. 431695.**

Colorado Title & Closing Services, LLC

By:   
\_\_\_\_\_  
Authorized Signatory

**SCHEDULE B - SECTION 1**  
**REQUIREMENTS**

The following requirements must be met:

- (1.) The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
- (2.) Pay the agreed amount for the estate or interest to be insured.
- (3.) Pay the premiums, fees, and charges for the Policy to the Company.
- (4.) Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

\*\*\*\*\*

**NOTE TO BUYERS AND LENDERS: Be aware!!! Online banking fraud is on the rise!!!**

We will send **wire instructions** to you **ONLY** out of the following bank:

\*\*\*\*\* **TBK Bank, SSB 2024** \*\*\*\*\*

If you receive wire instructions naming any other bank contact your closing officer **immediately**.

Your closing officer is: **Renee Friedenber** (970) 375-5916

\*\*\*\*\*

- A. A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
- B. RELEASE of the RIGHT OF FIRST REFUSAL between RODNEY RAY ROBINETTE, JR. and THE REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY recorded MARCH 23, 2009 as Reception No. 992772.
- C. WARRANTY DEED from RODNEY RAY ROBINETTE, JR. to LAKE R. LEATH.
- D. DEED OF TRUST from LAKE R. LEATH to the Public Trustee of the County of La Plata, for the use of UNITED WHOLESALE MORTGAGE, LLC, to secure \$421,245.00.
- E. RELEASE by the Public Trustee, of the  
DEED OF TRUST from: RODNEY RAY ROBINETTE JR.  
to the Public Trustee of the County of LA PLATA  
for the use of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC., AS  
NOMINEE FOR HOMETOWN EQUITY MORTGAGE, LLC DBA THELENDER  
to secure: \$201,000.00  
dated: NOVEMBER 5, 2020  
recorded: NOVEMBER 12, 2020  
as Reception No.: 1181346

**SCHEDULE B – SECTION 1, continued**  
**REQUIREMENTS FOR ISSUANCE OF ENDORSEMENTS**

**OWNER**

Exception number 6 herein will be modified on the owners policy to be issued to show that the current years real estate taxes are not yet due or payable and prior years real estate taxes have been paid upon receipt of a Certificate or Statement of Taxes Due from the County Treasurer and upon verification that all outstanding real estate taxes have been paid.

**LENDER**

The Short Form loan policy to be issued will not contain the exception designated on this commitment as number 4 of Schedule B provided that a mechanic's lien is not filed for record on subject property prior to the recording of the insured Deed of Trust and provided the following item(s) are received by the Company:

- **Affidavit (Seller/Borrower) executed by the borrower.**

**ALSO**

The exceptions designated on this commitment as Nos. 1, 2 and 3 will not appear on the Short Form loan policy to be issued, subject to the following:

- Payment of the premiums shown on Schedule A herein.

The Short Form loan policy when issued, will also contain the following endorsement(s):

- A. Endorsement Form ALTA 9, Comprehensive
- B. Endorsement Form ALTA 8.1, Environmental Liens, provided that no Environmental Protection Lien is filed for record on subject property prior to the recording of the Deed of Trust or Mortgage to be insured hereunder
- C. Endorsement Form ALTA 22, Location

Exception number 6 herein will be modified on the mortgagee's policy to be issued to show that the current years real estate taxes are not yet due or payable and prior years real estate taxes have been paid upon receipt of a Certificate or Statement of Taxes Due from the County Treasurer and upon verification that all outstanding real estate taxes have been paid.

The above is subject to payment of the premiums as disclosed on Schedule A herein.

## **C-1 COMMITMENT ENDORSEMENT**

Issued by

### **WESTCOR LAND TITLE INSURANCE COMPANY**

The Company hereby assures the Proposed Insured listed in Schedule A of the commitment, that according to the Public Records, there have been no deeds other than the deed(s) which vests fee simple ownership to the owner(s) stated in Schedule A of the Commitment, conveying the land described in this commitment within a period of two (2) years prior to the Commitment Date, except as follows:

1. Warranty Deed recorded March 23, 2009 as Reception No. 992768. (Info only).

This endorsement is issued as part of the policy. Except as it expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsements, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance. To the extent a provision of the policy or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the policy and of any prior endorsement.

Dated March 17, 2025

Issued By:  
COLORADO TITLE & CLOSING SERVICES, LLC  
970 MAIN AVENUE  
DURANGO, CO 81301



Authorized Signatory

**SCHEDULE B - SECTION 2**  
**EXCEPTIONS**

**Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant, as defined in Commitment Conditions 1(a), 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 which 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. Discrepancies, conflicts in boundary lines, encroachments, overlaps, variations or shortage in area or content, party walls and any other matters that would be disclosed by a correct survey and/or physical inspection of the land.
4. Any lien, or right to a lien, for services, labor or materials heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met
6. (a) All taxes, assessments, levies and charges which constitute liens or are due or payable including unredeemed tax sales.; (b) proceedings by a public agency that may result in taxes or assessments or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) any water or well rights, ditches or ditch rights, or rights or title to water or claims thereof, in, on or under land; (d) all interest in oil, gas, coal and other mineral rights severed by predecessors in Title and any and all assignments thereof or interests therein; whether or not the matters excepted under (a), (b), (c) or (d) are shown by the Public Records.
8. An undivided 1/2 interest in all oil, gas and other minerals as conveyed to O.E. Bradley in Deed from Mark Peterson and Lora Belle Peterson, recorded July 18, 1946 in [Book 257 at Page 530](#), and any and all assignments thereof or interests therein and any easements or right of entry with respect thereto.
9. All easements, plat notes and notices, building setbacks, restrictions and general dedications pertaining to subject property as set forth on the plat of Yucca Estates Subdivision filed for record June 13, 1979 as Reception No. [431695](#), and any appurtenances thereto.
10. Covenants and restrictions as contained in Declaration of Restrictions and Protective Covenants, recorded June 13, 1979 as Reception No. [431696](#), and any and all amendments and supplements thereto, but omitting restrictions, if any, based on race, color, creed, national origin, religion, sex, sexual orientation, marital status, disability, handicap, ancestry, source of income or familial status unless and only to the extent that said covenant (a) is exempt under Chapter 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.



11. An undivided 50% interest in all oil, gas and other minerals as reserved by Dwight A. Sossaman and Grace Ann Sossaman in Deed to Carl E. Strohecker and Mary Elgin Strohecker, recorded August 16, 1979 as Reception No. [434052](#), and any and all assignments thereof or interests therein and any easements or right of entry with respect thereto.
12. Any tax, assessment, fees or charges, by reason of the inclusion of the subject property in the Pine River Irrigation District, and any resolutions, ordinances and/or agreements pertaining thereto.
13. Oil and Gas Lease between Carl E. Strohecker and Mary Elgin Strohecker, Lessor(s), and Amoco Production Company, Lessee(s), dated June 6, 1987, recorded June 25, 1987 as Reception No. [549673](#), and any and all assignments thereof or interests therein and any easements or right of entry with respect thereto.
14. Terms, agreements, provisions, conditions, and obligations as contained in Right of First Refusal Agreement, between Rodney Ray Robinette, Jr. and The Regional Housing Alliance of La PLata County, recorded March 23, 2009 as Reception No. [992772](#).

NOTE: This exception will be removed from the final policy once Requirement B is satisfied.

- Note 1: 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 owner's policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Colorado Title & Closing Services, LLC, 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.
- Note 2: 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 Mechanic's or Materialman's 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 and may include, but are not limited to:
- A. The Land described in Schedule A of this commitment must be a single family residence, which includes a condominium or townhouse unit.
  - B. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the Land described in Schedule A of this Commitment within the past 13 months.
  - C. The Company must receive an appropriate affidavit indemnifying the Company against unfilled mechanic's and materialmen's liens.
  - D. Any deviation from conditions A through C above is subject to such additional requirements or information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.
  - E. Payment of the premium for said coverage.
- Note 3: The company will not issue its policy or policies of title insurance contemplated by this commitment until it has been provided a Certificate of Taxes due or other equivalent documentation from the County Treasurer or the County Treasurer's authorized agent: or until the Proposed Insured has notified or instructed the company in writing to the contrary. Furthermore, the following disclosures are hereby made pursuant to C.R.S. §10-11-122:
- (i) The subject real property may be located in a special taxing district;
  - (ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
  - (iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.
- Note 4: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding)
- Note 5: Pursuant to C.R.S. §10-11-123 Notice is hereby given:
- (a) If there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate then 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
  - (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.
- Note 6: Effective September 1, 1997, C.R.S. §30-10-406 requires 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 inch. The clerk and recorder may refuse to record or file any document that does not conform.

Note 7: Our Privacy Policy is attached to this commitment.

Note 8: Pursuant to C.R.S. §38-35-125 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.

Note 9: C.R.S. §39-14-102 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.

Note 10: Pursuant to C.R.S. §10-1-128 (6)(a), It is unlawful to knowingly provide false, incomplete, or misleading facts or information to an insurance company for the purpose of defrauding or attempting to defraud the company. Penalties may include imprisonment, fines, denial of insurance and civil damages. Any insurance company or agent of an insurance company who knowingly provides false, incomplete, or misleading facts or information to a policyholder or claimant for the purpose of defrauding or attempting to defraud the policyholder or claimant with regard to a settlement or award payable from insurance proceeds shall be reported to the Colorado division of insurance within the department of regulatory agencies.

Note 11: 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"

Note 12: C.R.S. §38-35-109 (2), 1973, requires that a notation of the purchaser's legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.

Note 13: 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.

Note 14: Pursuant to instrument recorded July 7, 1976 as Reception Number 401417 your property may or may not be in a Geological Hazard Area. It is the responsibility of the insured to make that determination. Note 14 only applies to properties in La Plata County.

Nothing herein contained will be deemed to obligate the company to provide any of the coverages referred to herein unless the above conditions are fully satisfied.



## Privacy Policy Statement

This notice is being provided on behalf of Colorado Title & Closing Services; Affiliates: Colorado Land Title Co. Inc, CLX Exchange Accommodators Inc, Rocky Mountain Escrow Inc and La Plata Abstract Co. dba Colorado Abstract and Title Services. It describes how information about you is handled and the steps we take to protect your privacy. We call this information "customer data" or just "data". If your relationship with us ends, we will continue to handle data about you the same way we handle current customer data.

### Protecting Customer Data

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to customer data about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees to ensure that your information will be handled responsibly and in accordance with our privacy policy. We require our employees to keep the data secure and confidential.

### Information We Collect

In the course of our business some of the customer data we collect may be nonpublic personal information about you from the following sources:

- Information we receive from you or your authorized representative on applications or other forms;
- Information about your transactions with us, our affiliates, or others;
- Information we receive from our internet web sites;
- Information we receive from the public records maintained by governmental entities that we either obtain directly from those entities, or from our affiliates or others;
- Information we receive from consumer or other reporting agencies; and
- Information from lenders and third parties involved in your transaction.

We maintain safeguards to protect your customer data from unauthorized access or intrusion. We limit access to your customer data only to those employees who need such access in connection with providing products or services to you or for other legitimate business purposes.

### Use of Information

We may provide your customer data to various individuals and companies, as permitted by law, without obtaining your prior authorization. Disclosures may include, without limitation, the following:

- To our affiliates and/or successor in interest;
- To agents, brokers, lenders or representatives to provide you with services you have requested;
- To third-party contractors or service providers who provide services or perform marketing or other functions on our behalf;
- To others with whom we enter into joint marketing agreements for products or services that we believe you may find of interest; and
- To lenders, lien holders, judgment creditors, or other parties claiming an encumbrance or an interest in title whose claim or interest must be determined, settled, paid or released prior to a title or escrow closing.

We may also disclose data as permitted or required by law, for example:

- To law enforcement officials;
- In response to subpoenas or a government investigation;
- To regulators and the Insurance Companies we represent; or
- To prevent fraud.

### Links to Other Websites

Our websites contain links to websites that are provided and maintained by third parties and that are not subject to our Privacy Policy Statement. Please review the privacy policy statements on those websites. We make no representations concerning and are not responsible for any such third party websites or their privacy policies or practices.

### Changes to this Privacy Policy Statement

This Privacy Policy Statement may be amended from time to time consistent with applicable privacy laws. When we amend this Privacy Policy Statement, we will post a notice of such changes on our website. The effective date of the Privacy Policy Statement, as stated below, indicates the last time this Privacy Policy Statement was revised or materially changed.



**ALTA COMMITMENT FOR TITLE INSURANCE**  
**issued by**  
**WESTCOR LAND TITLE INSURANCE COMPANY**  
**(ALTA Adopted 07-01-2021)**

**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, Westcor Land Title Insurance Company, a South Carolina 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 (6) months after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

**WESTCOR LAND TITLE INSURANCE COMPANY**

**Issued By:**

Colorado Title & Closing Services, LLC  
970 Main Ave  
Durango, CO 81301  
Phone: (970) 247-5464  
Fax: (970) 385-4332



By: Mary O'Donnell  
Mary O'Donnell - President

Attest: Donald A. Berube  
Donald A. Berube - Secretary

**As Agent**

*This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a signature by the Company or its issuing agent that may be in electronic form.*

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## 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; and
  - f. Schedule B, Part II—Exceptions; and
  - g. a signature by the Company or its issuing agent that may be in electronic form.

*This page is only a part of a 2021 ALTA Commitment for Title Insurance. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a signature by the Company or its issuing agent that may be in electronic form.*

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**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.
- 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.

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**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 \$2,000,000 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>.

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Original Note and Deed of Trust Returned to:  
WHEN RECORDED RETURN TO: LPHF POB  
2179, Durango, CO 81302  
Prepared/Received by:

REQUEST FOR FULL ☒ / PARTIAL ☐

RELEASE OF DEED OF TRUST AND RELEASE BY OWNER OF INDEBTEDNESS WITH PRODUCTION OF EVIDENCE  
OF DEBT PURSUANT TO § 38-39-102 (1) (a), COLORADO REVISED STATUTES

5/18/2015

Date

Rodney Ray Robinette, Jr.

Original Grantor (Borrower)

1325 Juniper St. Bayfield, CO 81122

Current Address of Original Grantor,

Assuming Party, or Current Owner

☐ Check here if current address is unknown

The Regional Housing Alliance of La Plata County

Original Beneficiary (Lender)

3/23/2009

Date of Deed of Trust

3/29/2009

Date of Recording and/or Re-Recording of Deed  
of Trust

992771

Recording Information

County Rept. No. and/or Film No. and/or Book/Page No. and/or Torrens Reg. No.

TO THE PUBLIC TRUSTEE OF

La Plata

COUNTY (The County of the Public Trustee who is the appropriate grantee to whom the above Deed of Trust should  
grant an interest in the property described in the Deed of Trust.)

PLEASE EXECUTE AND RECORD A RELEASE OF THE DEED OF TRUST DESCRIBED ABOVE. The indebtedness secured  
by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust has been fully or partially satisfied in  
regard to the property encumbered by the Deed of Trust as described therein as to a full release or, in the event of a partial release, only  
that portion of the real property described as: **(IF NO LEGAL DESCRIPTION IS LISTED THIS WILL BE DEEMED A  
FULL RELEASE)**

La Plata Homes Fund, Inc. PO Box 2179, Durango, CO 81302

Name and Address of Current Owner and Holder of the Indebtedness Secured by Deed of Trust (Lender)

Karen Iverson, Executive Director

Name, Title and Address of Officer, Agent, or Attorney of Current Owner and Holder

Signature

Signature

State of

Colorado

, County of

La Plata

The foregoing Request for Release was acknowledged before

me on

5/28/2015

(date) by\*

Karen Iverson, Executive Director

Date Commission Expires

11/26/18

\*If applicable, insert title of officer and name of current owner and holder

PAMELA C. MOORE  
NOTARY PUBLIC  
STATE OF COLORADO  
NOTARY ID 20064047336 (seal)  
MY COMMISSION EXPIRES NOVEMBER 20, 2018

Notary Public

Witness my hand and official seal

#### RELEASE OF DEED OF TRUST

WHEREAS, the Grantor(s) named above, by Deed of Trust, granted certain real property described in the Deed of Trust to the  
Public Trustee of the County referenced above, in the State of Colorado, to be held in trust to secure the payment of the indebtedness  
referred to therein; and

WHEREAS, the indebtedness secured by the Deed of Trust has been fully or partially paid and/or the purpose of the Deed of Trust  
has been fully or partially satisfied according to the written request of the current owner and holder of the indebtedness;

NOW THEREFORE, in consideration of the premises and the payment of the statutory sum, receipt of which is hereby  
acknowledged, I, as the Public Trustee in the County named above, do hereby fully and absolutely release, cancel and forever discharge  
the Deed of Trust or that portion of the real property described above in the Deed of Trust, together with all privileges and  
appurtenances thereto belonging.

(Public Trustee use only: use appropriate label)



Public Trustee

Deputy Public Trustee

(If applicable: Notary Seal)

(If applicable, Name and Address of Person Creating New Legal Description as Required by § 38-35-106.5, Colorado Revised Statutes.)



THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING.

**CANCELLED**

**JUN 10 2015**

**La Plata County  
Public Trustee**

## PROMISSORY NOTE

(Shared Appreciation)

**PAID**

U.S. \$ 15,000.00

Date: MARCH 23, 2009

1. FOR VALUE RECEIVED, the undersigned (Borrower) promise(s) to pay THE REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY (Lender) or order, the principal sum of FIFTEEN THOUSAND AND NO / 100 Dollars. This Shared Appreciation Note does not impose or accrue any interest charges and no payments are required on the Note until the Note is due on the terms further described below. In addition to the principal balance, the Borrower shall be required to pay the Lender's Share of Appreciation (as defined below) to Lender at the time the Note is due. This Shared Appreciation Note shall be due at the following times: (a) on the date of the maturity of this Note (after 30 years), (b) at the time of the sale or other conveyance of the Property, (c) at the time of breach of the terms of this Note or the Deed of Trust securing the Note, (d) at the time of the breach of the any senior Note and Deed of Trust, (e) or at the time the Property permanently ceases to be used as the principal residence of the Borrower. If not sooner paid, the entire principal amount outstanding and Lender's accrued share of appreciation thereon, shall be due and payable on MARCH 23, 2039.

2. The term "Lender's Share of Appreciation" as used in this Note shall be determined by multiplying the Net Appreciation in the value of the Property by .0652 (the ratio of the principal sum of this note to the appraised value of the Property, which Lender and Borrower agree is \$ 230,000.00).

"Net Appreciation" as used herein shall be the value of the property at the time the Note is due less the appraised value of the Property at the time of purchase by the Borrower, and less the reasonable costs of a sales commission in connection with the Sale of the Property (not to exceed 6% of sales price) and less the amount of Allowable Capital Improvements made to the Property by the Borrowers. In the event the net appreciation calculations result in a negative number then the net appreciation shall be deemed to be zero.

The value of the property at the time the note is due shall be the actual sales price of the Property if the Property is sold to a bona fide third party purchaser, or the appraised value of the property if the Note is due for reasons other than a bona fide sale of the Property.

"Allowable Capital Improvements" shall mean the costs actually incurred by the Borrower in adding living space to the Property or in converting non-living space to living space that is legally permitted by the local building permitting authority. Costs incurred by the Borrower shall be supported by receipts and copies of building permit(s). Alternatively, the Borrower may establish the amount of Allowable Capital Improvements by providing copies of building permits and obtaining an appraisal from a licensed appraiser specifically showing the increase in value of the Property attributable to the increase in legally permitted living space on the Property at the time of the completion of the improvements. All receipts and any appraisal to establish Allowable Capital Improvements must be delivered to the Lender within 180 days after the completion of the improvements.

3. Payments received for application to this Note shall be applied first to the payment of late charges, if any, and the balance shall be applied in reduction of the principal amount hereof.

4. If any payment required by this Note is not paid when due, or if any default under any Deed of Trust securing this Note occurs, the entire principal amount outstanding and accrued interest thereon shall at once become due and payable at the option of Lender (Acceleration). Lender shall be entitled to collect all reasonable costs and expense of collection and/or suit, including, but not limited to reasonable attorneys' fees.

5. Borrower may prepay the principal amount outstanding under this Note and any shared appreciation based on appraised value at that time, in whole or in part, at any time without penalty. Any partial prepayment shall be applied against the principal amount outstanding and shall not postpone the due date of any subsequent payments or change the amount of such payments.

## PROMISSORY NOTE





## RIGHT OF FIRST REFUSAL AGREEMENT

THIS Right of First Refusal Agreement (the "Agreement") is entered into this 23<sup>RD</sup> day of MARCH, 2009, by and between RODNEY RAY ROBINETTE, JR. ("Owner") and THE REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY ("RHA").

1. Grant of Right of First Refusal. Owner grants to RHA the right of first refusal and privilege (APurchase Right®) to purchase the following described Property upon the terms and conditions contained in this Agreement:

LOT 34 IN YUCCA ESTATES SUBDIVISION, according to the plat thereof filed for record June 13, 1979 as Reception No. 431695.

2. Offer of Right of First Refusal to Owner. In the event Owner receives at any time, or from time to time, a *bona fide* offer from a third party to purchase the Property (AThird Party Offer®), and Owner decides to sell the Property under the terms of such offer, Owner agrees that it first shall give notice promptly to RHA. The notice shall be in writing and shall include a copy of the purchase agreement executed by Owner and the third party, and any addenda thereto. Owner shall notify all third parties seeking to purchase the Property of RHA=s Purchase Right.

3. Exercise of Purchase Right. RHA may exercise its Purchase Right at any time within 20 days of the receipt of notice from the Owner by sending written notice of exercise to Owner.

4. Contract for Purchase and Sale of Real Property. In the event RHA exercises its Purchase Right as provided in this Agreement, Owner and RHA shall enter into a Purchase Agreement within twenty (20) days of the Exercise Date on substantially the terms disclosed in the Third Party Offer.

5. Failure to Exercise Purchase Right. If RHA fails to exercise its Purchase Right within said twenty (20) day period, Owner shall be entitled to sell the Property to the third party making the offer under the same terms and conditions, and at the same price as initially set forth in the Third Party Offer as presented to RHA. RHA=s rights under this Agreement are continuing rights applicable to each and every contemplated sale of the Property during the Term. RHA=s failure to exercise its Purchase Right in any one instance shall not constitute a waiver or a release of such rights as to future sales or offers to buy the Property from time to time. Any material modifications in the terms and conditions of the *bona fide* offer shall constitute a new *bona fide* offer which must be given to RHA by Owner pursuant to the terms of this Agreement.

6. Term. The term of this Agreement shall run from the date hereof, and shall continue until RHA is no longer a lienholder on the property or until the RHA rejects a Third Party Offer on the Property, and the sale related to the Third Party Offer closes. This Agreement, and the benefits and burdens thereof shall run with the Property until its termination.

7. Promissory Note and Deed of Trust. Nothing herein shall affect any other rights of the RHA under the Note or Deed of Trust executed by the Owner for the benefit of the RHA.

8. Notice. All notices or deliveries required under this Agreement must be in writing

992772  
1 of 3

RFR R\$16.00 D\$0.00  
3/23/2009 4:13 PM

Linda Daley  
Laplata County Clerk

and must be delivered personally, or given by certified mail directed to the addresses of RHA or Owner as set forth under their signatures. Any notice so given shall be considered effective when actually received, or two (2) working days after deposit in the United States mail, postage prepaid, whichever is earlier. Either party, by notice, may change the address in writing to which future notices shall be sent.

9. Benefit. This Agreement shall inure to the benefit of and shall be binding upon and enforceable against the parties and their successors and assigns.

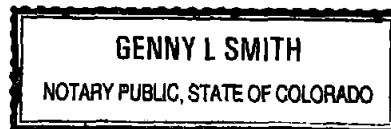
10. Dispute. The prevailing party to any litigation arising from any dispute related to this Agreement shall be entitled to a judgment for all cost of that action including but limited to reasonable Attorneys fees.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed in the day and year first above written.

OWNER:

Rodney Ray Robinette, Jr.  
By RODNEY RAY ROBINETTE, JR.

STATE OF COLORADO     )  
  ) ss.  
County of La Plata        )



The foregoing instrument was acknowledged before me this 23rd day of March, 2009, by: RODNEY RAY ROBINETTE, JR.

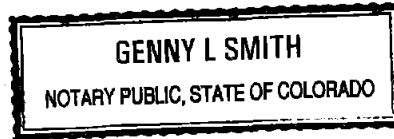
WITNESS my hand and official seal.  
My commission expires: July 24, 2009

Genny L. Smith  
Notary Public

THE REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY

By:

STATE OF COLORADO )  
 ) ss.  
County of La Plata )



The foregoing instrument was acknowledged before me this 23rd day of March,  
2009, by LUANN L. DODY AS HOUSING COUNSELOR  
of the REGIONAL HOUSING ALLIANCE OF LA PLATA COUNTY.  
WITNESS my hand and official seal.  
My commission expires: July 24, 2009

Notary Public

**RHA Presents**  
**2nd Annual Southwest Housing Summit**  
**“Shared Vision. Local Action: Shaping Our Housing Future Together”**  
**Tuesday, April 29, 2025 | 8 a.m.- 5 p.m.**

**Doors Open | 8 a.m.**

**8-8:30 a.m. | Registration Check-In & Breakfast**

**Welcome**

**8:30-9 a.m. | Welcome Speech**

*Description: Welcome and Introduction from the Regional Housing Alliance (RHA) Board*

Speakers:

**Pat Vaughn** (RHA Chair and real estate investment and operations consultant)

**Marsha Porter-Norton** (RHA Vice-Chair and La Plata County Commissioner)

**Morning Session**

**9:00-10:15 a.m. | Modular Manufacturing in the Region**

*Description: This panel showcases cutting-edge housing solutions from local innovative startups working to address affordability, sustainability, and construction efficiency. Panelists from Higher Purpose Homes, Timber Age, and Jiffy Block will present their products, discuss challenges and opportunities in the industry, and explore how developers, municipalities, and tribes can support these emerging solutions. Attendees will gain insights into new technologies and practical pathways to integrating them into housing projects.*

Speakers: **Kyle Hanson**, Timber Age Systems

**Ethan Defenbaugh and Nick Lemmer**, Higher Purpose Homes

**Randy Feuilly**, Jiffy Block

**Shak Powers**, Regional Projects Manager Region 9 (Moderator)

**Morning Break**

**10:15-10:30 a.m. | Coffee/Tea**

**Keynote Presentation and Q&A session**

**10:30-11:30 a.m. | Zoning Reform & Community Buy-In: Turning NIMBYs into YIMBYs**

*Description: The housing crisis in rural mountain communities, including the Southwest region of Colorado, requires thoughtful and pragmatic solutions. This session will explore how smart zoning reforms can help unlock housing opportunities while balancing community concerns. Attendees will gain insights on effective strategies to shift opposition to housing development, fostering local support and turning NIMBYs (Not In My Backyard) into YIMBYs (Yes In My Backyard).*

Speaker: **M. Nolan Gray - Author of “Arbitrary Lines: How Zoning Broke the American City and How to Fix It”**

**11:30 a.m.-11:45 a.m. | After Keynote Presentation, Meet and Greet with Author Nolan Gray**

**11:45 a.m.-12:45 p.m. | Lunch - Casual Lunch & Networking: Connect with Peers**

*Take a break for lunch and reconnect with colleagues and peers, while also meeting new attendees in a relaxed environment. It's the perfect opportunity to share insights, network, and build relationships.*

**Afternoon Session:**

**12:45-1:15 p.m. | "Missing Middle" Creative Financing & Public/Private/Partnerships**

*Description: In just a few years, building housing for the "Missing Middle" has become a major investment priority for the state. However, financing these projects require a set of strategies and programs that are completely different from traditional development. Learn how to combine traditional private capital with state and impact financing utilizing Proposition 123 funding.*

Speakers: **Michael Leahey**, Castlewood Partners

**1:15-2:15 p.m. | Innovative Pathways to Housing: Creating Models for Access and Affordability**

*Description: This session will explore innovative and collaborative approaches to improving access to affordable housing. Featuring insights from the City of Durango, HomesFund, and ECLT, we will discuss creative models that leveraged funding sources like ARPA and other housing solutions. Attendees will hear real-life examples, including a single mother purchasing a deed-restricted unit with HomesFund's support, and learn about the ways community partnerships are creating new pathways to homeownership. Join us for a dynamic discussion on overcoming housing barriers and fostering sustainable, affordable solutions.*

Speakers: **Mike French**, Prosperity Officer, City of Durango

**Pam Moore**, Executive Director, Homesfund

**Stefka Fanchi**, President and CEO, Elevation Community Land Trust

**Sarah Tober**, Executive Director, La Plata Economic Development Alliance (Moderator)

**Afternoon Break**

**2:15 - 2:30 p.m.** | Coffee/Tea

**2:30- 3:45 p.m. | Action, Insights and Lessons from Regional Public-Private Partnership Projects**

*Description: Explore regional examples of innovative housing solutions through public-private partnerships. This session will highlight projects that overcame significant challenges to bring people into homes. Using visuals and a moderated discussion, we'll examine the hurdles encountered, the creative solutions implemented, and the successes achieved. Gain valuable insights into the strategies that helped these projects succeed and create lasting, impactful housing opportunities for SW communities.*

Speakers: **Emily Lashbrooke**, Exec. Director, Pagosa Springs Community Development Corporation

**Mark Garcia**, Ignacio Town Manager

**Brad Blake**, Bayfield, Pine River Commons Developer

**Eva Henson**, RHA Contract Director (Moderator)

**3:45 p.m. | Closing Remarks by RHA**

**4-5 p.m. | Cocktail Reception and Exhibitor Showcase Tables, Open to Public**

Hors d'oeuvres provided, cash bar