



COLORADO EXTREME

GARFIELD COUNTY AMENDMENT TO AN EXISTING TEMPORARY USE PERMIT

OWNER: BLUE MIND LLC; SHELDON WOLITSKI, MANAGER

PARCEL ID: 239336400278

2340 100 County Road, Carbondale, CO 81623

GARFIELD COUNTY, COLORADO
November, 2024

Prepared for:
Blue Mind, LLC
Sheldon Wolitski, Manager
5090 Upper Cattle Creek Road
Carbondale, CO 81623

Prepared by:
DHM Design
255 Main St. #201
Carbondale, CO 81623

November 2024

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Project Team

Owner:

Blue Mind, LLC
 Sheldon Wolitski, Manager
 5090 Upper Cattle Creek Road
 Carbondale, CO 81623
 919.349.2980 (c)
 sheldon@coloradoextreme.org

Javier Martinez, Site Manager
 970-379-7398 (c)

Civil Engineering:

Richard Goulding, President/Owner, PE
 Roaring Fork Engineering
 592 CO-133
 Carbondale, CO 81623
 970.340.4130 (o)
 richardg@rfeng.biz

Planning, Site Design, + Ecological

Services:

Jason Jaynes, Principal, PLA
 DHM Design
 225 Main Street, Suite 201
 Carbondale, CO 81623
 970.963.6520 (o); 970.366.1637 (c)
 jjaynes@dhmdesign.com

Relevant Materials from Prior Applications by:

Civil Engineering:

J.R. Spung, Senior Project Manager, PE
 JVA Consulting Engineers
 817 Colorado Avenue, Suite 301
 Glenwood Springs, CO 81601
 970.404.3085(o)
 jsprung@jvajva.com

Water Engineering:

Eric Mangeot, P.E., Senior Project Manager
 LRE Water, Senior Project Manager
 909 Colorado Avenue
 Glenwood Springs, CO 81601
 970.945.6777
 eric.mangeot@lrewater.com

Traffic Engineering:

Cassie Slade, P.E., PTOE, Principal/ Owner
 Fox Tuttle Transportation Group
 1624 Market Street, Suite 202
 Denver, CO 80202
 303.652.3571
 cassie.slade@foxtuttle.com



**LAND USE CHANGE PERMIT
 APPLICATION FORM**

TYPE OF APPLICATION	
<input type="checkbox"/> Administrative Review	<input type="checkbox"/> Development in 100-Year Floodplain
<input checked="" type="checkbox"/> Limited Impact Review	<input type="checkbox"/> Development in 100-Year Floodplain Variance
<input type="checkbox"/> Major Impact Review	<input type="checkbox"/> Code Text Amendment
<input type="checkbox"/> Amendments to an Approved LUCP <input type="checkbox"/> LIR <input type="checkbox"/> MIR <input type="checkbox"/> SUP	<input type="checkbox"/> Rezoning <input type="checkbox"/> Zone District <input type="checkbox"/> PUD <input type="checkbox"/> PUD Amendment
<input type="checkbox"/> Minor Temporary Housing Facility	<input type="checkbox"/> Administrative Interpretation
<input type="checkbox"/> Vacation of a County Road/Public ROW	<input type="checkbox"/> Appeal of Administrative Interpretation
<input type="checkbox"/> Location and Extent Review	<input type="checkbox"/> Areas and Activities of State Interest
<input type="checkbox"/> Comprehensive Plan Amendment	<input type="checkbox"/> Accommodation Pursuant to Fair Housing Act
<input type="checkbox"/> Pipeline Development	<input type="checkbox"/> Variance
<input type="checkbox"/> Time Extension (also check type of original application)	

INVOLVED PARTIES
Owner/Applicant Name: <u>Sheldon Wolitski</u> Phone: (<u>919</u>) <u>349-2980</u> Mailing Address: <u>5190 Upper Cattle Creek Road</u> City: <u>Carbondale</u> State: <u>CO</u> Zip Code: <u>81623</u> E-mail: <u>sheldon@coloradoextreme.org</u>
Representative (Authorization Required) Name: <u>Jason Jaynes</u> Phone: (<u>970</u>) <u>963-6520</u> Mailing Address: <u>225 Main Street, Suite 201</u> City: <u>Carbondale</u> State: <u>CO</u> Zip Code: <u>81623</u> E-mail: <u>jjaynes@dhmdesign.com</u>

PROJECT NAME AND LOCATION
Project Name: <u>Colorado Extreme Hockey</u>
Assessor's Parcel Number: <u>2 3 9 3 - 3 6 4 - 0 - 2 7 8</u>
Physical/Street Address: <u>2340 100 County Road Carbondale, CO 81623</u>
Legal Description: <u>Section: 36 Township:7 Range: 88 A Parcel of land situate in section 36,T7S, R88W and section 1, T8S, R88W, being more particularly described per boundary line and adjustment map reception no. 998531.69.749 acres</u>
Zone District: <u>Rural,</u> Property Size (acres): <u>69.75</u>

PROJECT DESCRIPTION

Existing Use: Property is currently being used as a temporary, outdoor hockey training facility.

A Land Use Change Permit (#LIPA-08-22-8917) for the temporary outdoor recreation was recorded on October 10th, 2022

A Major Amendment to the Temporary Use Permit (#LIPA-08-23-8978) was Recorded on October 10th, 2023

Proposed Use (From Use Table 3-403): Recreation, Outdoor

Description of Project: A temporary outdoor youth hockey facility and summer training area

REQUEST FOR WAIVERS

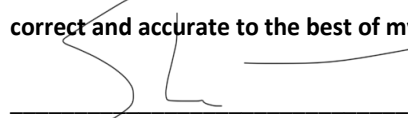
Submission Requirements

The Applicant requesting a Waiver of Submission Requirements per Section 4-202. List:
 Section: Development Agreement (4-203J) Section: Wastewater Management and System Plan (4-203N0)
 Section: Improvement Agreement (4-203K) Section: _____

Waiver of Standards

The Applicant is requesting a Waiver of Standards per Section 4-118. List:
 Section: _____ Section: _____
 Section: _____ Section: _____

I have read the statements above and have provided the required attached information which is correct and accurate to the best of my knowledge.



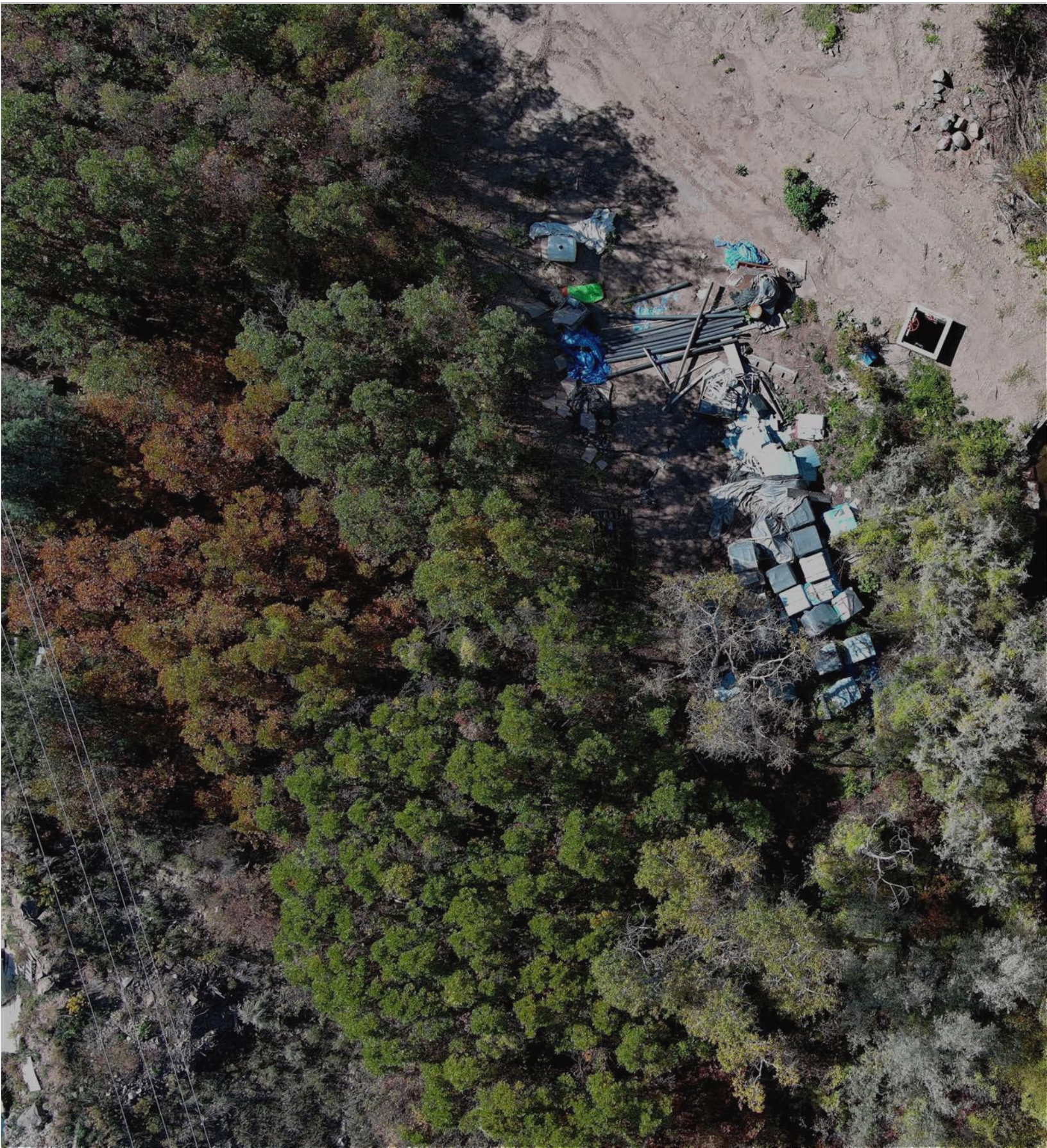
 Signature of Property Owner

11/14/2024

 Date

OFFICIAL USE ONLY

File Number: _____ - _____ Fee Paid: \$ _____



Statement of Authority



STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned executes this Statement of Authority on behalf of Blue Mind, a Limited Liability Company (corporation, limited liability company, general partnership, registered limited liability partnership, registered limited liability limited partnership, limited partnership association, government agency, trust or other), an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is Blue Mind, LLC and is formed under the laws of Colorado. The mailing address for the Entity is 5190 Upper Cattle Creek, Carbondale, CO 81623.

The name and/or position of the person authorized to execute instruments conveying, encumbering, or otherwise affecting title to real property on behalf of the Entity is Sheldon Wolitski.

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows (if no limitations, insert "None"): None.

Other matters concerning the manner in which the Entity deals with any interest in real property are (if no other matter, leave this section blank):

EXECUTED this 9 day of August, 2022.

Signature: [Handwritten Signature] Name (printed): Sheldon Wolitski Title (if any): Manager

STATE OF Colorado) COUNTY OF Eagle)

The foregoing instrument was acknowledged before me this 9 day of August, 2022 by Janelle Wolitski, on behalf of Janelle Wolitski, a Public Notary.

Witness my hand and official seal. My commission expires: 1/25/25 (Date) [Handwritten Signature] (Notary Public) Janelle Wolitski

[SEAL]

JANELLE WOLITSKI NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20214003072 MY COMMISSION EXPIRES JANUARY 25, 2025

DHM DESIGN

LANDSCAPE ARCHITECTURE | LAND PLANNING | ECOLOGICAL PLANNING | URBAN DESIGN


Affidavit authorizing property owner consent for representation during Land Use Change Permit Application and Review for Colorado Extreme Sports.

Blue Mind LLC, owner of the below described property, hereby authorizes Jason Jaynes of DHM Design as representative through the Land Use Change Permit Application process and give authorization for this representative to act on our behalf during the project and to be the primary person to be contacted as necessary by the Community Development Department for the property located at:

2340 100 County Road, Carbondale, Colorado 81623

Parcel ID: 239336400278

Sheldon Wolistski,
Manager
Blue Mind LLC


_____ 11/14/2024
signature date

DHM DESIGN

LANDSCAPE ARCHITECTURE | LAND PLANNING | ECOLOGICAL PLANNING | URBAN DESIGN

To: Mr. Glenn Hartmann / Garfield County
 From: Jason Jaynes, DHM Design; jjaynes@dhmdesign.com
 Date: 10.28.2024
 Project: 2340 County Road 100
 Owner: Blue Mind, LLC
 Parcel #: 2393-364-00-267
 Subject: Land Use Application for Temporary Outdoor Recreation Facility – Waiver Requests

Dear Glenn,

As we've discussed previously, we intend to structure the revised LU change application for the Colorado Extreme to reflect phasing of usage; due to the temporary nature of this current application we would like to request are the following waiver requests: Development and Improvement Agreements and Wastewater Management Plan. At the time of a permanent facility proposal, all necessary permit/application sections will be completed, as deemed necessary by the County.

Requested Waivers:

1. Landscape Plan (4-203 F)

The Proposed facilities are intended for temporary use; due to this, we are requesting a waiver from the required landscape plan. An existing mature vegetative buffer borders the property boundary to the north. All existing vegetation, including that within the core of the property is to be preserved and will serve to mitigate visual, acoustic and dust concerns.

2. Development and Improvement Agreements (4-203.J, K)

No vesting issues or public improvements are included as part of this application.

3. Wastewater Management and System Plan (4-203. N)

As a condition of approval, we are requesting a waiver to allow a temporary restroom facilities in-lieu of a permanent OWTS system. The proposed temporary restrooms will be heated for winter use and regularly cleaned/emptied by a third-party service provider. A permanent OWTS system will be developed as part of the future/permanent facility proposal.

Thank you for your guidance on the application and associated waiver requests. I look forward to discussing this approach and any questions with you.

Sincerely,



Jason Jaynes

Principal

Ownership Information

Additional ownership information is provided in Appendix I.

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Waas Campbell Rivera Johnson
& Velasquez LLP
Attn: Cheryl A. Velasquez, Esq.
420 E. Main St., Ste. 210
Aspen, CO 81611

SPACE ABOVE THIS LINE FOR RECORDER'S USE

BARGAIN AND SALE DEED

[convenience deed for no consideration; no Documentary Fee owed]

THIS BARGAIN AND SALE DEED is dated as of February 5, 2024, between Blue Mind, LLC, a Colorado limited liability company ("Grantor"), to Blue Mind, LLC, a Colorado limited liability company ("Grantee"), whose address is 5190 Upper Cattle Creek Road, Carbondale, CO 81623.

WITNESSETH, that Grantor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain, sell, convey and confirm unto Grantee, its successors and assigns forever, all of the real property in the County of Garfield, State of Colorado legally described on Exhibit B attached hereto and incorporated herein by this reference, together with all rights, privileges and easements appurtenant thereto and all improvements located thereon (collectively, the "Property"):

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever, of Grantor, either in law or equity, of, in and to the Property, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the Property unto Grantee, its successors and assigns forever.

This Deed is being recorded for purposes of memorializing the combination two, contiguous, exempt 35-acre parcels of land under common ownership (as such exempt parcels are legally described on Exhibit A attached hereto), to create a new, approximately 70-acre exempt larger parcel of land pursuant to C.R.S. Section 30-28-101(10)(c)(VIII), and as further outlined and recognized under Garfield County Land Use Code Section 5-102(A)(5). The new legal description contained in Exhibit B attached hereto will be the legal description of new, exempt, combined parcel following recordation of this Deed.

*[Remainder of Page Intentionally Left Blank.
Signatures Appear on Following Page.]*

{A0212475-1}

993354 02/07/2024 08:12:17 AM Page 2 of 5
Jacklyn K. Harmon, Garfield County, Colorado
Rec Fee: \$33.00 Doc Fee: \$0.00 eRecorded

IN WITNESS WHEREOF, Grantor has executed this Bargain and Sale Deed as of the day and year given in the notary acknowledgment below.

BLUE MIND, LLC,
a Colorado limited liability company

By: [Signature]
Sheldon Wolitski, its Manager

STATE OF Colorado)
[CITY AND]) ss:
COUNTY OF Pitkin)

The foregoing instrument was acknowledged before me this 6th day of February, 2024 by Sheldon Wolitski, the Manager of Blue Mind, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: 9/22/27

[Signature]
Notary Public



Exhibit A
(Prior Legal Descriptions of two contiguous 35-acre exempt parcels)

PARCEL A:

A PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 17, 21 AND 22, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND IN GOVERNMENT LOTS 1 AND 2, SECTION 1, TOWNSHIP 8 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRAND WESTERN RAIL ROAD FROM WHICH THE SOUTHWEST CORNER OF SAID SECTION 36 BEARS S. 61° 22'46" E. A DISTANCE OF 1762.15 FEET;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY N. 81° 22'43" E. A DISTANCE OF 545.11 FEET;
THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY S. 10° 13'55" E. A DISTANCE OF 210.22 FEET;
THENCE S. 65° 19'05" E. A DISTANCE OF 101.49 FEET;
THENCE S. 32° 24'47" E. A DISTANCE OF 144.17 FEET;
THENCE S. 11° 15'19" W. A DISTANCE OF 1518.13 FEET;
THENCE S. 49° 35'00" W. A DISTANCE OF 27.93 FEET;
THENCE S. 89° 20'32" W. A DISTANCE OF 1017.89 FEET;
THENCE N. 21° 55'38" E. A DISTANCE OF 1710.81 FEET;
THENCE N. 12° 42'15" W. A DISTANCE OF 226.39 FEET TO THE POINT OF BEGINNING.

COUNTY OF GARFIELD
STATE OF COLORADO

PARCEL B

A PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 17 AND 21, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, A PORTION OF GOVERNMENT LOT 14, SECTION 31, TOWNSHIP 7 SOUTH, RANGE 87 WEST OF THE SIXTH PRINCIPAL MERIDIAN, AND IN GOVERNMENT LOT 1, SECTION 1, TOWNSHIP 8 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1, ALSO BEING THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 1, AND BEING THE SOUTHEAST CORNER OF SAID LOT 21;
THENCE S. 49 DEGREES 35' 00" W. A DISTANCE OF 1440. 63 FEET;
THENCE N. 11 DEGREES 15' 19" E. A DISTANCE OF 1518.13 FEET;
THENCE N. 32 DEGREES 24' 47" W. A DISTANCE OF 144.17 FEET;
THENCE N. 65 DEGREES 19' 05" W. A DISTANCE OF 101.49 FEET;
THENCE N. 10 DEGREES 13' 55" W. A DISTANCE OF 210.22 FEET,

{A0212475-1}

Exhibit A-1

993354 02/07/2024 08:12:17 AM Page 4 of 5
Jacklyn K. Harmon, Garfield County, Colorado
Rec Fee: \$33.00 Doc Fee: \$0.00 eRecorded

TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE, OF THE DENVER AND
RIO GRANDE WESTERN RAILROAD;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY N. 81 DEGREES 22' 43" E, A
DISTANCE OF 1533.00 FEET TO A POINT ON THE EAST LINE OF SAID LOT 14;
THENCE ALONG SAID EAST LINE S. 00 DEGREES 30' 00" E, A DISTANCE OF
431.39 FEET, TO THE SOUTHEAST CORNER OF SAID LOT 14;
THENCE ALONG THE SOUTH LINE OF SAID LOT 14 S. 89 DEGREES 10' 00" W, A
DISTANCE OF 512.04 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14,
ALSO BEING THE NORTHEAST CORNER OF SAID LOT 21, AND A POINT ON THE
EAST LINE OF SAID SECTION 36;
THENCE S. 00 DEGREES 00' 33" W, ALONG SAID EAST LINE, A DISTANCE OF
716.86 FEET TO THE POINT OF BEGINNING,

COUNTY OF GARFIELD,
STATE OF COLORADO.

{A0212475-1}

Exhibit A-2

Exhibit B
(Legal Description of the Property)

New legal description:

A PARCEL OF LAND SITUATED IN GOVERNMENT LOT 14, SECTION 31, GOVERNMENT LOTS 17, 21 AND 22, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND IN GOVERNMENT LOTS 1 AND 2, SECTION 1, TOWNSHIP 8 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

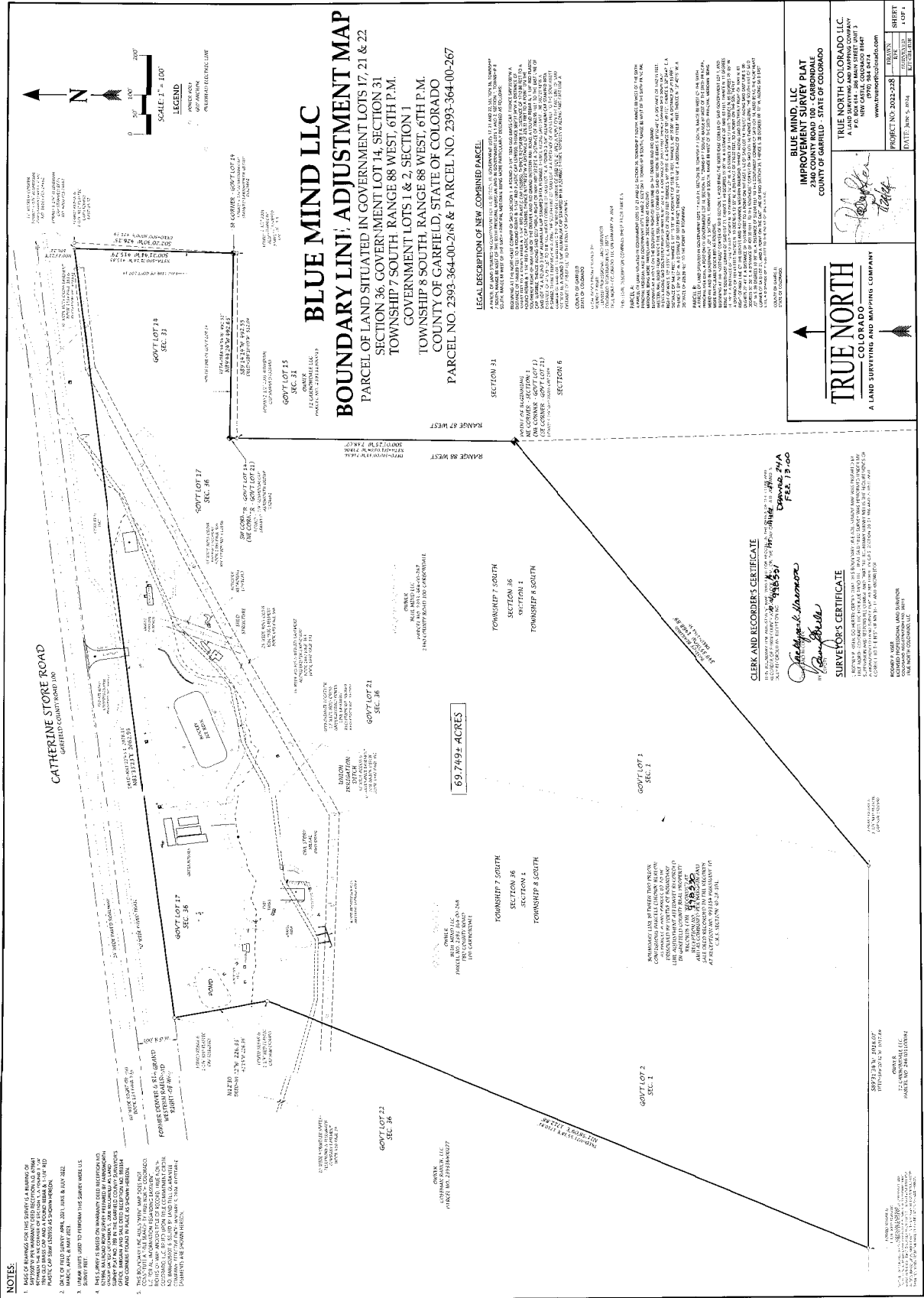
BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1, A FOUND 3-1/4" 1924 GLO BRASS CAP, THENCE S49°35'00"W A DISTANCE OF 1468.89 FEET TO A FOUND REBAR & 1-1/4" RED PLASTIC CAP LS26950; THENCE S89°31'34"W A DISTANCE OF 1018.07 FEET TO A FOUND REBAR & 1-1/4" RED PLASTIC CAP LS26950; THENCE N21°58'09"E A DISTANCE OF 1712.88 FEET TO A FOUND REBAR & 1-1/4" RED PLASTIC CAP LS26950; THENCE N12°30'22"W A DISTANCE OF 226.33 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRAND WESTERN RAIL ROAD, A FOUND REBAR & 1-1/4" RED PLASTIC CAP ILLEGIBLE; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY N81°33'23"E A DISTANCE OF 2062.95 FEET TO THE EAST LINE OF SAID LOT 14, A FOUND 3-1/4" ALUMINUM CAP STAMPED RFTA PLS24662; THENCE ALONG SAID EAST LINE S00°21'48"W A DISTANCE OF 415.79 FEET TO THE SOUTHEAST CORNER OF SAID LOT 14, A FOUND 3-1/4" ALUMINUM CAP STAMPED RFTA PLS24662; THENCE N89°44'24"W ALONG THE SOUTH LINE OF SAID LOT 14 A DISTANCE OF 492.65 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14 ALSO BEING THE NORTHEAST CORNER OF SAID LOT 21 AND A POINT ON THE EAST LINE OF SAID SECTION 36, A FOUND 3-1/4" ALUMINUM CAP STAMPED RFTA PLS24662; THENCE S00°03'25"W ALONG SAID EAST LINE A DISTANCE OF 738.07 FEET TO THE POINT OF BEGINNING,

COUNTY OF GARFIELD,
STATE OF COLORADO.

LEGAL DESCRIPTION CREATED BY:
RODNEY KISER,
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION #38215
TRUE NORTH COLORADO, LLC ON JANUARY 29, 2024.

{A0212475-1}

Exhibit B-1



*Not to Scale. See full-sized map in Appendix

998531



Land Title Guarantee Company

Date: February 22, 2024

Subject: Attached Title Policy BLUE MIND, LLC, A COLORADO LIMITED LIABILITY COMPANY for 2340 COUNTY ROAD 100, CARBONDALE, CO 81623

Enclosed please find the Owner's Title Insurance Policy for your purchase of the property listed above.

This title policy is the final step in your real estate transaction, and we want to take a moment to remind you of its importance. Please review all information in this document carefully and be sure to safeguard this policy along with your other legal documents.

Your owner's policy insures you as long as you own the property and requires no additional premium payments.

Please feel free to contact any member of our staff if you have questions or concerns regarding your policy, or you may contact Land Title Policy Team at (303) 850-4158 or finals@ltgc.com

As a Colorado-owned and operated title company for over 50 years, with offices throughout the state, we take pride in serving our customers one transaction at a time. We sincerely appreciate your business and welcome the opportunity to assist you with any future real estate needs. Not only will Land Title Guarantee Company be able to provide you with the title services quickly and professionally, but you may also be entitled to a discount on title premiums if you sell or refinance the property described in the enclosed policy.

Thank you for giving us the opportunity to work with you on this transaction. We look forward to serving you again in the future.

Sincerely,

Land Title Guarantee Company



ALTA OWNERS POLICY OF TITLE INSURANCE

Policy No.: OY64005107.1.26433507

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Condition 17.

COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation, (the "Company"), insures, as of the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. The Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the title; Covered Risk 2 includes but is not limited to insurance against loss from
 - a. a defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) the failure of a person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized, (including by remote online notarization), or delivered;
 - (iv) a failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - (vii) a defective judicial or administrative proceeding; or
 - (viii) the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning) but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - (a) the occupancy, use or enjoyment of the Land;
 - (b) the character, dimensions, or location of an improvement on the Land;
 - (c) the subdivision of the Land; or
 - (d) environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police regulatory or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - (a) of the exercise described in an Enforcement Notice; or
 - (b) the taking occurred and is binding on a purchaser for value without knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective or the effect of a court order providing an alternative remedy.
 - (a) resulting from avoidance, in whole or in part of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - (b) because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy but only to the extent provided in the Conditions.

Issued by:
Land Title Guarantee Company
3033 East First Avenue Suite 600
Denver, Colorado 80206
303-321-1880

Craig B. Rants, Senior Vice President



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
400 Second Avenue South, Minneapolis, Minnesota 55401
(612) 371-1111

By President
Attest Secretary

AMERICAN
LAND TITLE
ASSOCIATION



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EXCLUSIONS FROM COVERAGE

The following matters are excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) that restricts, regulates, prohibits, or relates to:
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental remediation or protection.
- (b) any governmental forfeiture, police, regulatory, or national security power.
- (c) the effect of violation or enforcement of any matter excluded under Exclusion 1.a or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;-
 - (b) not Known to the Company, not recorded in the Public Records at the Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;-
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - (e) resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - (a) fraudulent conveyance or fraudulent transfer;
 - (b) voidable transfer under the Uniform Voidable Transactions Act; or
 - (c) preferential transfer;
 - (i) to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - (ii) for any other reason not stated in Covered Risk 9.b.
5. Any claim of a PACA-PSA Trust, Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

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**AMERICAN
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ASSOCIATION**



CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- (a) "Affiliate": An Entity:
 - (i) that is wholly owned by the Insured;
 - (ii) that wholly owns the Insured; or
 - (iii) if that Entity and the Insured are both wholly owned by the same person or entity.
- (b) "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d.; decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- (c) "Date of Policy": The "Date of Policy" stated in Schedule A.
- (d) "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.
- (e) "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - (i) is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - (ii) is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - (iii) asserts a right to enforce a PACA-PSA Trust.
- (f) "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- (g) "Insured":
 - (i)
 - (a) The Insured named in Item 1 of Schedule A. ;
 - (b) the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c) the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d) the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or;
 - (e) the grantee of an Insured under a deed or other instrument transferring the Title if the grantee is:
 - (1). an Affiliate;
 - (2). a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
 - (3). a spouse who receives the Title because of a dissolution of marriage;
 - (4). a transferee by a transfer effective on the death of an Insured as authorized by law; or
 - (5). another Insured named in item 1 of Schedule A.
 - (ii) The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.
 - (c) "Insured Claimant": An Insured claiming loss or damage arising under this policy
 - (d) "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
 - (e) "Land": The land described in Item 4 of Schedule A, and improvements located on that land at the Date of Policy 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 insured by this policy.
 - (f) "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.
 - (g) "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
 - (h) "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to 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 2 of Schedule A.-
 - (k) "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title, a lender on the Title, or a prospective purchaser of the Insured Mortgage to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- (a) retains an estate or interest in the Land;
- (b) owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or;
- (c) has liability warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- (a) any litigation or other matter for which the Company may be liable under this policy; or
 - (b) any rejection of the Title as Unmarketable Title.
- If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

The Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must state, to the extent possible, the basis of calculating the amount of the loss or damage.

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Condition 7 of these Conditions, the Company, at its own cost and without unreasonable delay, will provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company has the right to select counsel of its

choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those covered causes of action. The Company is not liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of any cause of action that alleges matters not insured against by this policy.

- (b) The Company has the right, in addition to the options contained in Condition 7, the Company, at its own cost, to institute and prosecute any action or proceeding or to do any other act that, in its opinion, may be necessary or desirable to establish the Title or the lien of the Insured Mortgage, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- (c) When the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- (i) securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- (ii) any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title, the lien of the Insured Mortgage, or any other matter, as insured.

If the Company is prejudiced by any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos, whether bearing a date before or after the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in Condition 6.b., unless prohibited by law, terminates any liability of the Company under this policy as to that claim.

7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company has the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance or to Purchase the Indebtedness.

To pay or tender payment of the Amount of Insurance under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle with Parties other than the Insured or the Insured Claimant

- (i) To pay or otherwise settle with parties other than the Insured for or in the name of the Insured Claimant. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage, terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- (a) The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of :

- i. the Amount of Insurance;
- ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy; ; or

- (b) Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien encumbrance, adverse claim, or other matter insured against by this policy.

- (c) If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.

- (d) If the Company pursues its rights under Condition 5 b. and is unsuccessful in establishing the Title, as insured;

- i. the Amount of Insurance will be increased by 15%; and
- ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of Title in Condition 8.a.ii.

- (e) In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- (a) The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:

- i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title; ; or
- all as insured. The Company may do so by any method, including litigation and the completion of any appeals.

- (b) The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a final, non-appealable determination adverse to the Title or to the lien of the Insured Mortgage.

- (c) The Company is not liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

- (d) An Insured Claimant must own the Indebtedness or have acquired the Title at the time that a claim under this policy is paid.

- (e) The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- (a) If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.
- (b) If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right to recover until after the Insured Claimant fully recovers its loss.
- (c) The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- (b) Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

In the event any provision of this policy will be deemed not to include that provision or the part held to be invalid, all other provisions will remain in full force and effect.

16. CHOICE OF LAW; AND CHOICE OF FORUM

- (a) Choice of Law
The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located. The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to conflicts of law principles to determine the applicable law.
- (b) Choice of Forum:
Any litigation or other proceeding brought by the Insured against the Company must be filed only in a State or federal court having jurisdiction.

17. NOTICES

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at: 400 Second Avenue South, Minneapolis, Minnesota 55401 (612)371-1111.

18. CLASS ACTION

ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS POLICY, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS POLICY, ANY BREACH OF A POLICY PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS POLICY, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING.

19. ARBITRATION

- (a) All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be resolved by arbitration. If the Amount of Insurance is \$2,000,000 or less, any claim or dispute may be submitted to binding arbitration at the election of either the Company or the Insured. If the Amount of Insurance is greater than \$2,000,000, any claim or dispute may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- (b) ALL CLAIMS AND DISPUTES MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS, REPRESENTATIVE, OR PRIVATE ATTORNEY GENERAL PROCEEDING IN ANY ARBITRATION GOVERNED BY CONDITION 19. The arbitrator does not have authority to conduct any class action arbitration, private attorney general arbitration, or arbitration involving joint or consolidated claims under any circumstance.
- (c) If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 19, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 19.
- (d) Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

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**AMERICAN
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Old Republic National Title Insurance Company
Schedule A

Order Number: BAR64005107.1

Policy Number: OY64005107.1.26433507

Amount of Insurance: \$5,400,000.00

Property Address:

2340 COUNTY ROAD 100, CARBONDALE, CO 81623

Date of Policy:

February 07, 2024 at 5:00 P.M.

1. The Insured is:

BLUE MIND, LLC, A COLORADO LIMITED LIABILITY COMPANY

2. The estate or interest in the Land insured by this policy is:

A FEE SIMPLE

3. The Title is vested in:

BLUE MIND, LLC, A COLORADO LIMITED LIABILITY COMPANY

4. The Land is described as follows:

Old Republic National Title Insurance Company
Schedule A

A PARCEL OF LAND SITUATED IN GOVERNMENT LOT 14, SECTION 31, GOVERNMENT LOTS 17, 21 AND 22, SECTION 36, TOWNSHIP 7 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN AND IN GOVERNMENT LOTS 1 AND 2, SECTION 1, TOWNSHIP 8 SOUTH, RANGE 88 WEST OF THE SIXTH PRINCIPAL MERIDIAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID SECTION 1, A FOUND 3-1/4" 1924 GLO BRASS CAP,
THENCE S 49°35'00" W A DISTANCE OF 1468.89 FEET TO A FOUND REBAR & 1-1/4" RED PLASTIC CAP LS26950;
THENCE S 89°31'34" W A DISTANCE OF 1018.07 FEET TO A FOUND REBAR & 1-1/4" RED PLASTIC CAP LS26950;
THENCE N 21°58'09" E A DISTANCE OF 1712.88 FEET TO A FOUND REBAR & 1-1/4" RED PLASTIC CAP LS26950;
THENCE N12°30'22" W A DISTANCE OF 226.33 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRANDE WESTERN RAILROAD, A FOUND REBAR & 1-1/4" RED PLASTIC CAP ILLEGIBLE;
THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY N 81°33'23" E A DISTANCE OF 2062.95 FEET TO THE EAST LINE OF SAID LOT 14, A FOUND 3-1/4" ALUMINUM CAP STAMPED RFTA PLS24662; THENCE ALONG SAID EAST LINE S 00°21'48" W A DISTANCE OF 415.79 FEET TO THE SOUTHEAST CORNER OF SAID LOT 14, A FOUND 3-1/4" ALUMINUM CAP STAMPED RFTA PLS24662;
THENCE N 89°44'24" W ALONG THE SOUTH LINE OF SAID LOT 14 A DISTANCE OF 492.65 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14 ALSO BEING THE NORTHEAST CORNER OF SAID LOT 21 AND A POINT ON THE EAST LINE OF SAID SECTION 36, A FOUND 3-1/4" ALUMINUM CAP STAMPED RFTA PLS24662;
THENCE S 00°03'25" W ALONG SAID EAST LINE A DISTANCE OF 738.07 FEET TO THE POINT OF BEGINNING,

COUNTY OF GARFIELD
STATE OF COLORADO.

LEGAL DESCRIPTION CREATED BY :
RODNEY KISER
LICENSED PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38215
TRUE NORTH COLORADO, LLC

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**AMERICAN
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Old Republic National Title Insurance Company
(Schedule B)

Order Number: BAR64005107.1

Policy No.: OY64005107.1.26433507

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A and the following matters:

1. **Any facts, rights, interests, or claims thereof, not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.**
2. **Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.**
3. **Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.**
4. **Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.**
5. **(a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.**
6. 2024 TAXES AND ASSESSMENTS NOT YET DUE OR PAYABLE.
7. RIGHT OF THE PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM, SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES HEREBY GRANTED, AND A RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES, AS RESERVED IN UNITED STATES PATENT GIVEN TO ALUX CUAZ ON NOVEMBER 9, 1929. SAID INSTRUMENT STORED AS IMAGE [22761591](#).
8. RIGHT OF WAY FOR DITCHES OR CANALS CONSTRUCTED BY THE AUTHORITY OF THE UNITED STATES AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 01, 1895, IN BOOK 12 AT PAGE [358](#).
9. RIGHT OF PROPRIETOR OF A VEIN OR LODE TO EXTRACT AND REMOVE HIS ORE THEREFROM SHOULD THE SAME BE FOUND TO PENETRATE OR INTERSECT THE PREMISES AS RESERVED IN UNITED STATES PATENT RECORDED APRIL 01, 1895, IN BOOK 12 AT PAGE [358](#).
10. DECREE RECORDED JUNE 5, 1937 IN BOOK 189 AT PAGE [156](#).
11. DECREE RECORDED JUNE 5, 1937 IN BOOK 189 AT PAGE [160](#).
12. UNDIVIDED ONE FOURTH INTEREST IN ALL OIL, GAS AND OTHER MINERALS TOGETHER WITH A RIGHT OF ENTRY AS RESERVED IN INSTRUMENT RECORDED NOVEMBER 24, 1988 IN BOOK 312 AT PAGE [390](#). ANY AND ALL ASSIGNMENTS THEREOF OR INTERESTS THEREIN.
13. RIGHT OF WAY EASEMENTS RECORDED MAY 4, 1970 IN BOOK 410 AT PAGE [34](#).
14. RIGHT OF WAY EASEMENTS RECORDED MAY 14, 1984 IN BOOK 649 AT PAGE [666](#).
15. TERMS, CONDITIONS AND PROVISIONS OF AGREEMENT FOR EASEMENT RECORDED JUNE 06, 2002 IN BOOK 1361 AT PAGE [74](#).
16. HOLY CROSS ENERGY RIGHT-OF-WAY EASEMENT RECORDED OCTOBER 17, 2002 IN BOOK 1396 AT PAGE [504](#).
17. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF EASEMENT FOR ACCESS TO AND MAINTENANCE OF UNION DITCH AS SET FORTH IN DEED RECORDED MARCH 3, 2003 IN BOOK 1442 AT PAGE [342](#).

Old Republic National Title Insurance Company

(Schedule B)

Order Number: BAR64005107.1

Policy No.: OY64005107.1.26433507

18. EASEMENTS AND RIGHTS OF WAY AS CONTAINED IN INSTRUMENT RECORDED MARCH 3, 2003 IN BOOK 1442 AT PAGE [363](#), AND RERECORDED JUNE 15, 2005 IN BOOK 1697 AT PAGE [531](#) AND PRIVATE ROAD CROSSING LICENSE RECORDED NOVEMBER 12, 2021 AS RECEPTION NO. [966412](#).

(NOTE: ONCE THE DEED FOR THE MERGER OF THE TWO PARCELS IS RECORDED THE FIRST TWO DOCUMENTS THAT ARE SHOWN ON THIS EXCEPTION, BOOK 1442 AT PAGE [363](#) AND BOOK 1697 AT PAGE [531](#), WILL BE DELETED FROM THE EXCEPTIONS.)

19. TERMS, CONDITIONS AND PROVISIONS OF RIGHT OF WAY EASEMENT RECORDED MAY 03, 2004 IN BOOK 1584 AT PAGE [383](#).
20. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN HOLY CROSS ENERGY RIGHT OF WAY EASEMENT RECORDED DECEMBER 30, 2015 UNDER RECEPTION NO. [871935](#).
21. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN MEMORANDUM OF WATER ALLOTMENT CONTRACT RECORDED OCTOBER 01, 2021 UNDER RECEPTION NO. [964118](#) AND RECORDED AUGUST 1, 2022 AS RECEPTION NO. [977716](#).
22. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS AS SET FORTH IN RESOLUTION NO. 2022-17 OF THE BOARD OF COUNTY COMMISSIONERS FOR GARFIELD COUNTY RECORDED JUNE 16, 2022 AS RECEPTION NO. [975901](#).
23. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF RESOLUTION BY THE GARFIELD COUNTY BOARD OF COUNTY COMMISSIONERS, NO. 37, SERIES OF 2022 RECORDED OCTOBER 18, 2022 AS RECEPTION NO. [980445](#).
24. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF TRENCH, CONDUIT AND VAULT AGREEMENT RECORDED OCTOBER 31, 2022 AS RECEPTION NO. [980867](#).
25. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF EASEMENT AND RIGHT OF WAY GRANTED HOLY CROSS ENERGY IN INSTRUMENT RECORDED OCTOBER 31, 2022 AS RECEPTION NO. [980869](#).
26. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF RIGHT OF WAY EASEMENT AS GRANTED TO HOLY CROSS ENERGY AS SET FORTH IN INSTRUMENT RECORDED OCTOBER 31, 2022 AS RECEPTION NO. [980870](#).
27. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF LAND USE CHANGE PERMIT RECORDED DECEMBER 27, 2022 AS RECEPTION NO. [982362](#).
28. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF RESOLUTION BY THE GARFIELD COUNTY BOARD OF COUNTY COMMISSIONERS, NO. 38, SERIES OF 2023 RECORDED OCTOBER 17, 2023 AS RECEPTION NO. [990534](#).
29. TERMS, CONDITIONS, PROVISIONS AND OBLIGATIONS OF SPECIAL USE PERMIT RECORDED OCTOBER 17, 2023 AS RECEPTION NO. [990535](#).
30. RIGHTS OF TENANT, AS TENANT ONLY PER TERMS OF UNRECORDED LEASE AGREEMENT DATED FEBRUARY 1, 2024.
31. ANY FACTS, RIGHTS, INTERESTS OR CLAIMS WHICH MAY EXIST OR ARISE BY REASON OF THE FOLLOWING FACTS SHOWN ON IMPROVEMENT SURVEY PLAT CERTIFIED JANUARY 27, 2024 PREPARED BY TRUE NORTH COLORADO, JOB NO. 2022-228, OUR IMAGE [64883113](#):
ENCROACHMENT OF GRAVEL AREA, METAL BUILDING, GARDEN AND SHED ONTO 10' MOUNTAIN STATES TELEPHONE & TELEGRAPH COMPANY EASEMENT
ENCROACHMENT OF WOOD RETAINING WALLS MATERIAL STORAGE AREA ONTO 25' HOLY CROSS ELECTRIC EASEMENT
RIGHT OF WAY FOR UNION IRRIGATION DITCH

Old Republic National Title Insurance Company
(Schedule B)

Order Number: BAR64005107.1

Policy No.: OY64005107.1.26433507

32. DEED OF TRUST DATED FEBRUARY 06, 2024, FROM BLUE MIND, LLC, A COLORADO LIMITED LIABILITY COMPANY TO THE PUBLIC TRUSTEE OF GARFIELD COUNTY, COLORADO FOR THE USE OF FIRSTBANK TO SECURE THE SUM OF \$4,500,000.00 RECORDED FEBRUARY 07, 2024, UNDER RECEPTION NO. [993355](#).

DISBURSER'S NOTICE IN CONNECTION WITH SAID DEED OF TRUST WAS RECORDED FEBRUARY 07, 2024, UNDER RECEPTION NO. [993356](#).

ITEM NOS. 1 THROUGH 5(A) AND 5(B) OF THE STANDARD EXCEPTIONS ARE HEREBY DELETED.



PAYMENT AGREEMENT FORM

GARFIELD COUNTY ("COUNTY") and Property Owner ("APPLICANT") Blue Mind, LLC
_____ agree as follows:

1. The Applicant has submitted to the County an application for the following Project: Temporary Outdoor Youth Hockey Facility.
2. The Applicant understands and agrees that Garfield County Resolution No. 2014-60, as amended, establishes a fee schedule for each type application, and the guidelines for the administration of the fee structure.
3. The Applicant and the County agree that because of the size, nature or scope of the proposed project, it is not possible at this time to ascertain the full extent of the costs involved in processing the application. The Applicant agrees to make payment of the Base Fee, established for the Project, and to thereafter permit additional costs to be billed to the Applicant. The Applicant agrees to make additional payments upon notification by the County, when they are necessary, as costs are incurred.
4. The Base Fee shall be in addition to and exclusive of any cost for publication or cost of consulting service determined necessary by the Board of County Commissioners for the consideration of an application or additional County staff time or expense not covered by the Base Fee. If actual recorded costs exceed the initial Base Fee, the Applicant shall pay additional billings to the County to reimburse the County for the processing of the Project. The Applicant acknowledges that all billing shall be paid prior to the final consideration by the County of any Land Use Change or Division of Land.

I hereby agree to pay all fees related to this application:

Billing Contact Person: Sheldon Wolitski Phone: (919) 349-2980
 Billing Contact Address: 5190 Upper Cattle Creek
 City: Carbondale State: CO Zip Code: 81623
 Billing Contact Email: sheldon@selectgroup.com

Printed Name of Person Authorized to Sign: Sheldon Wolitski

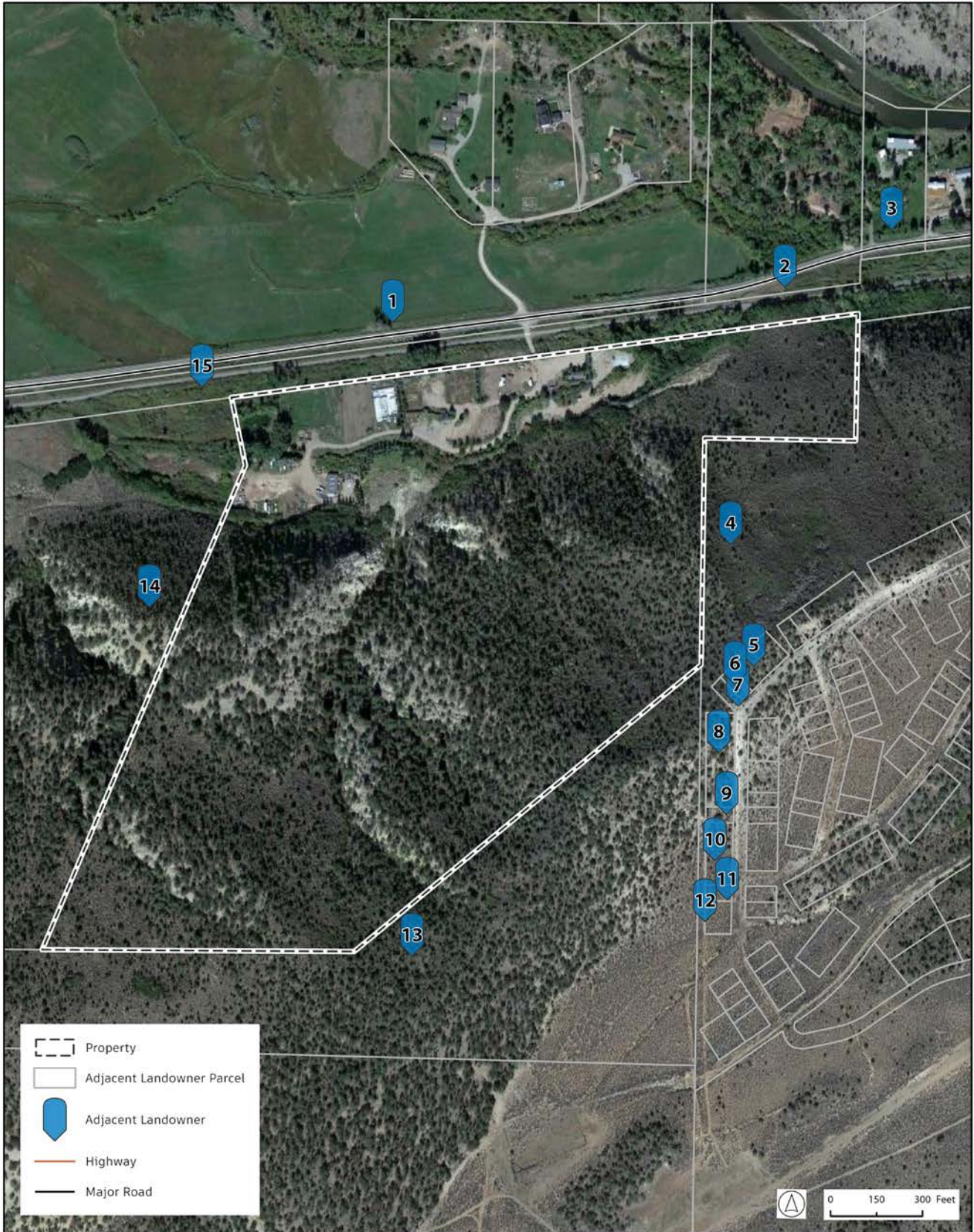


 (Signature)

11/14/2024

 (Date)

Adjacent Property Owners Map



DHM DESIGN LANDSCAPE ARCHITECTURE
URBAN DESIGN + LAND PLANNING
ECOLOGICAL PLANNING

Adjacent Property Owners
COLORADO EXTREME SPORTS

Adjacent Property Owners List

1.

Parcel: 239336321001

Owner: AVL T Coffman Ranch LLC

Physical Address: 1837 County Road 100, Carbondale, CO 81623

Mailing Address: 320 Main Street, Suite 204, Carbondale, CO 81623

2.

Parcel: 239131321002

Owner: Coffman, Douglas A + Julia D

Physical Address: not available

Mailing Address: 77 Meadow Point, Carbondale, CO 81623

3.

Parcel: 239131300025

Owner: Smith, Eric

Physical Address: 2575 County Road 100, Carbondale, CO 81623

Mailing Address: 2575 County Road 100, Carbondale, CO 81623

4. Parcel: 239131302191

5. Parcel: 246506202022

6. Parcel: 246506202021

7. Parcel: 239131300015

8. Parcel: 246506202190

9. Parcel: 246506202014

10. Parcel: 246506202189

11. Parcel: 246506202009

12. Parcel: 246506202188

13. Parcel: 246301100081

Owner: T2 CARBONDALE LLC

Physical Address: 0 Carbondale, CO 91623

Mailing Address: 4582 S. Ulster Street, Suite 405, Denver, CO 80237

14.

Parcel: 239336400277

Owner: AVL T Coffman Ranch LLC

Physical Address: 220 Coffman Overlook Drive, Carbondale, CO 81623

Mailing Address: 320 Main Street, Suite 204, Carbondale, CO 81623

15.

Parcel: 239336300016

Owner: Roaring Fork Transportation Authority

Physical Address: Railroad R.O.W., Carbondale, CO 81623

Mailing Address: 1340 Main Street, Carbondale, CO 81623

Addendum to Mineral Affidavit

An undivided $\frac{1}{4}$ interest in all oil, gas and other minerals was reserved in Deed from Albert J. Cerise and Orsola H. Cerise (the "Cerises") dated November 17, 1958 to R.A. Coffman and Flu Coffman, a copy of which is attached to this Addendum.

There is no further evidence of any transfer or ownership of this original mineral reservation and there are no surface leases of oil and gas rights of the land.

It is unclear who such original mineral reservation passed to, if anyone, to though the estate of the Cerises after their passing as such information is not of public record. Therefore it is unclear who the current owner of such mineral estate may be.

There has been no request for notification filed in the office of the County Clerk and recorder for Garfield County, Colorado that identifies any mineral estate owner's mineral estate and corresponding surface estate by parcel number and by section, township and range numbers or other legally sufficient description, as required for notification of a mineral estate owner under Section C.R.S. 24-65.5-103(3). There is also no mineral estate owner identified as the mineral estate owner in the county tax assessor's records in Garfield county as required under C.R.S. 24-65.5-103(1) for the applicable property.

Accordingly, there is no method to deliver any notice under Section 24-65.5-101 or Section 4-101E(1)(b)(4) of the Garfield County Land Use and Development Code, nor any requirement to deliver any such notice.



CERTIFICATION OF MINERAL OWNER RESEARCH

*This form is to be completed and submitted with **any** application for a Land Use Change Permit.*

Mineral interests may be severed from surface right interests in real property. C.R.S. § 24-65.5-101, *et seq*, requires notification to mineral owners when a landowner applies for an application for development from a local government. As such, the landowner must research the current owners of mineral interests for the property.

The Garfield County Land Use and Development Code of 2013 (“LUDC”) Section 4-101(E)(1)(b)(4) requires written notice to owners of mineral interests in the subject property in accordance with C.R.S. § 24-65.5-101, *et seq*, “as such owners can be identified through the records in the office of the Clerk and Recorder or Assessor, or through other means.” This form is proof of applicant’s compliance with the Colorado Revised Statutes and the LUDC.


The undersigned applicant certifies that mineral owners have been researched for the subject property as required pursuant to C.R.S. § 24-65.5-101, et seq, and Section 4-101 (E)(1)(b)(4) of the Garfield County Land Use and Development Code, as amended. As a result of that research, the undersigned applicant certifies the following (Please initial on the blank line next to the statement that accurately reflects the result of research):

- I own the entire mineral estate relative to the subject property; or
- Minerals are owned by the parties listed below

The names and addresses of any and all mineral owners identified are provided below (attach additional pages as necessary):

Name of Mineral Owner	Mailing Address of Mineral Owner
Albert J. Cerise and Orsola H. Cerise, last record owner	Unknown, see Addendum A attached hereto

I acknowledge I reviewed C.R.S. § 24-65.5-101, et seq, and I am in compliance with said statute and the LUDC.



Applicant’s Signature
 By Cheryl Velasquez, Esq. Attorney for Applicant

November 15, 2024

Date

Mineral Reservation

Book 312 Recorded at 10:45 o'clock A.M., Nov. 24, 1958
Page 390 Reception No. 203497 Chas. J. Robbin Recorder.

THIS DEED, Made this 17th day of November in the year of our Lord one thousand nine hundred and fifty-eight between

ALBERT J. GERISE and ORSOLA H. GERISE

of the County of Garfield and State of Colorado, of the first part, and

R. A. COFFMAN and FLO M. COFFMAN

of the County of Garfield and State of Colorado, of the second part:

WITNESSETH, That the said parties of the first part, for and in consideration of the sum of Ten Dollars and other good and valuable considerations

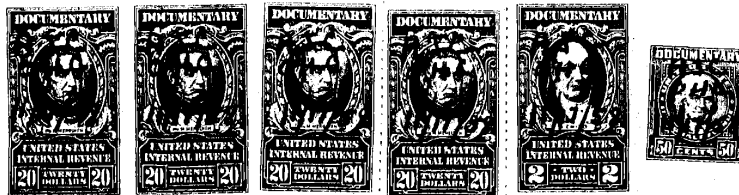
to the said parties of the first part in hand paid by the said parties of the second part, the receipt whereof is hereby confessed and acknowledged, have granted, bargained, sold and conveyed, and by these presents do grant, bargain, sell, convey and confirm unto the said parties of the second part, their heirs and assigns forever, not in tenancy in common but in joint tenancy, all the following described lots or parcel of land, situate, lying and being in the County of Garfield and State of Colorado, to-wit:

Lots 12, 13, 16 and 17, Section 36, Township 7 South, Range 88 West of the Sixth Principal Meridian, and Lot 14 in Section 31, Township 7 South, Range 87 West of the Sixth Principal Meridian. Also Lots 21, 22 and 23 in Section 36, Township 7 South, Range 88 West of the Sixth Principal Meridian. Also Lots 1 and 2 in Section 1, Township 8 South, Range 88 West of the Sixth Principal Meridian.

Together with any and all water and water rights, ditch and ditch rights belonging to or used in connection with the above described property, and particularly but without limitation on the foregoing, an undivided one-fourth interest in the Union Irrigation Ditch and a like interest in and to the Slough Ditch and the water rights connected with said two ditches, the same being situate in Water District No. 38.

Also all grazing rights and privileges on the Public Domain administered under the Taylor Grazing Act for which the above described property is base property.

The first parties, grantors herein, except and reserve an undivided one-fourth interest in and to all oil, gas and other minerals of every kind and description in, on or under the real property hereinabove described, together with the right to enter upon and remove said minerals upon payment for surface damage.



TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim and demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

No. 768. WARRANTY DEED—To Joint Tenants.—Bradford-Robinson Ptg. Co., Mfrs. Robinson's Legal Blanks, 1824-46 Stout St., Denver, Colorado

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said parties of the first part, for them selves, their heirs, executors, and administrators, do covenant, grant, bargain and agree to and with the said parties of the second part, their heirs and assigns, that at the time of the ensouling and delivery of these presents, they are well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefensible estate of inheritance in law, in fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and incumbrances of whatever kind or nature, soever, subject however to reservations contained in patents and easements and rights of way for railroads, roads, utilities and ditches now in existence,

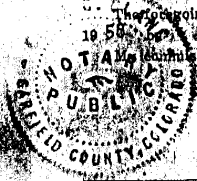
and the above bargained premises in the quiet and peaceable possession of the said parties of the second part, their heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will WARRANT AND FOREVER DEFEND.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in the Presence of
Albert J. Cerise [SEAL]
Orsola H. Cerise [SEAL]

STATE OF COLORADO,
County of GARFIELD } ss.

The foregoing instrument was acknowledged before me this 17th day of November 19 58 by ALBERT J. CERISE and ORSOLA H. CERISE.
My commission expires July 29, 19 61. Witness my hand and official seal.



Kenneth C. Blane
Notary Public.

*If by natural person or persons here insert name or names; if by persons acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.

WARRANTY DEED
JOINT TENANTS
No. 207497
TO
STATE OF COLORADO, County of GARFIELD } ss.
I hereby certify that this instrument was filed for record in my office this 24th day of NOV 24 1958, A. D. 19 at 10:45 o'clock P. M., and duly recorded in Book _____ Page _____
By Ches. S. Keegan, Recorder.
Deputy
Fees, \$ 2.50 pd
PARKISON AND STEWART
Mail to: _____
Send future tax statements to: _____

Project Description

Purpose + Need

The applicant, Blue Mind, LLC, is submitting a Substantial Amendment to the previously approved 2023 Temporary Use Permit for the Colorado Extreme Youth Hockey Facility. Established in 2021, the Colorado Extreme Hockey Association is dedicated to nurturing the talents of young boys and girls in the Roaring Fork mid-valley region. This facility is intended to function as a community hub, creating a space for young athletes to gather, develop connections, and improve fitness, all while fostering a love for the game.

Colorado Extreme is proud to call Garfield County home. During this brief period of ownership, Colorado Extreme's management and staff have worked to provide youth programming and facilities while minimizing impacts to neighbors and stakeholders. Colorado Extreme's goal is to use this temporary phase as transition towards the planning and development of a permanent facility while ensuring that the current children's programming will not lapse during the 2024-2025 season. Although minimal in nature, this temporary use proposal will allow hockey programming to continue for the participants of the local program.

Project History

In 2022, the applicant submitted and received approval for a Land Use Change Permit to allow a Temporary Outdoor Youth Hockey Rink within an original 34.67-acre parcel of land. The lot was created in 1965 and then sold to the current owner in 2022 for commercial use. Prior to the unpermitted activities under the past owner, the property was used as a space for landscaping companies and the construction of log homes under a Special Use Permit. These uses resulted in ongoing disturbance of the lower elevations of the property, in locations currently approved/proposed for temporary use as recreation facilities. The 2022 permit application and approval included:

- Temporary circulation that included a one-way internal drive aisle to provide access to a hockey rink and a parking area.
- Temporary parking that included 43 spaces.
- Temporary NHL-sized hockey rink (200' x 85') and two chillers required to maintain ice temperatures.
- Temporary restroom facilities that were provided for the duration of the winter season to support players and parents and were serviced by a third party provider.
- Minor earthwork activities to remove old stockpiles of fill and to ensure the conveyance of stormwater throughout the site.

In 2023, the applicant submitted an Update Application as a follow-up to the Approved 2022 Temporary Land Use Change Permit for the Colorado Extreme Youth Hockey Facility. This 2023 Update Application approved two (2) specific site infrastructure systems and one (1) hockey related feature. The 2023 permit application and approval included:

- Site entry/shared driveway updates to provide safety, accessibility, and functionality improvements for Colorado Extreme visitors, drivers on Catherine Store/ CR 100, RFTA multi-modal users, and residents of the neighboring rural property the west. The shared driveway/ entry improvements are based on data and recommendations made in response to updated traffic analysis prepared by Fox Tuttle.
- Piping of the Union Ditch which relocated and piped the open section of the Union Ditch that previously routed through the center of the Colorado Extreme Facility.
- The creation of a Hockey Skills Pad (115' x 55') that provided an additional small area of natural ice on the southernmost area of develop-able/ flat land within the site.

Current Site Conditions

The site improvements identified in the above 2022 application and the site improvements related to site entry and ditch piping contained in the 2023 application have been implemented.

Project Description

Since the updates identified above, other actions have taken place on the property, including:

- The applicant purchased the parcel to the west of the original parcel and merged the lots. This addition of land created the new parcel included in this application (239336400278), which totals 69.75 acres of land. The Boundary Line Adjustment that consolidated the two adjoining parcels is recorded with Garfield County as reception number 998530, and the resulting Plat is recorded as reception number 998531.
- Initial site shaping of pads, previously used for vehicle and equipment storage and shop space, for a second hockey rink, parking areas, and the long-span structure.
- Site stewardship to address conditions created prior to the current ownership's tenancy, including ongoing clean-up and removal of refuse, de-commissioning un-needed and un-permitted facilities, and mapping and planned management of invasive weeds.

Temporary Programming

The site will continue to be used primarily for youth hockey lessons and practice during the evening hours of October- March. Four practice groups/ teams are anticipated to use ice time from 4:30pm- 8:30pm, Monday through Saturday. Each group/ team will have the ice for one hour. The proposed second rink will be used to provide space for the Colorado Extreme "Learn to Skate" and "Learn to Play" entry level programs for 3-6 year- olds as well as overflow for skills training and regular programming complementing the main sheet of ice. An average of 145-150 athletes are anticipated on site for daily attendance.

Summer programming in 2025 will be similar to summer 2024. The summer programming is evolving; current program offerings include fitness and skills training clinics, which run from mid-June to mid-August. An average of 20 participants are expected, Monday through Friday (9am- noon).

To further support the idea of fitness training and community connection, Colorado Extreme has initiated a series of promotions to encourage carpooling between families in the winter months and bike to site for summer clinics.

The staff of coaches and operations personnel will also continue to be on site, Monday through Saturday, with site maintenance and session preparation from 9am-4:30pm. No subleases or subtenant situations will be allowed.

During program hours of 4:30pm-8:30pm and when ice is not booked for session, the rinks are made available to low-impact user groups. These groups include recreational skaters, families, and small group fitness or skills training sessions. The number of participants in these groups is equal to, and commonly fewer than, the programmed activities. Family skates or beginner-friendly sessions encourage safe, community-focused engagement. Skills' workshops could offer structured, low-impact practice opportunities, reducing the risk of overcrowding and heavy use. By supporting a range of low-impact activities, the site caters to diverse skill levels and ages, enhancing access to healthy winter recreation for the Garfield County community.

Proposed Conditions

This application request seeks approval for three (3) site upgrades. A general overview of each specific site update is included below, with specific site layouts located in the application drawing set.

1. Long-Span Structure Program Area (Zone 1): A long-span structure, with phased occupancy, is proposed for the east side of the property. During the first phase no additional programming is proposed. The structure will only be available for use by athletes present on site under existing programs during inclement weather or to supplement off-ice training activities. Expanded use of this facility will occur in a second phase after a revised traffic study has been completed. The intended use of the facility is to provide indoor artificial turf for multi-sport training and may be made available to local clubs (soccer, lacrosse) for winter training. The use scheduling is expected to be similar to hockey, including the hours of 4:30pm-8:30pm, Monday

Project Description

through Saturday. Scheduling will be arranged to avoid concurrent arrival/departure timing with hockey programming. User numbers, parking requirements, and traffic impacts will be provided in a supplemental submittal. See the next section for more information about future project phasing. The structure is a “tensile fabric structure” commonly used in our region and will be mounted on large concrete blocks. The structure measures 160’ x 72’ and is manufactured by Span Tech. The proposed location will need to be reviewed with County planning staff to evaluate the relationship of the structure to the CR 100 ROW and the County standard setbacks.

In addition to the structure, parking spaces in the immediate vicinity include 24 standard spaces and up to three (3) ADA spaces. At this time, the structure is not intended to be heated; the potential of tempering the building for moderate temperature control will be evaluated as a part of the second phase proposal. The applicant has engaged in preliminary conversations with Carbondale and Rural Fire Protection District to discuss the intended occupancy and life safety code requirements; C&RFPD has informally indicated support of the above program description related to site access and code application for the structure itself. Because of the limited occupancy numbers, the building will not need to be sprinklered. Building plans/elevations are included in the Appendix.

2. **Expanded Parking (Zone 2):** Expanded parking will bring the total number of parking spaces in this zone up to 43 with 40 regular and three (3) ADA parking spaces created. Existing trailers in this area are depicted on the Site Plans, and will not be moved from their current location. Existing trailers include five (5) player changing rooms and equipment storage locations, a coaches office, a portable heated bathroom, and a portable ADA heated bathroom.
 - A special event permit is being developed in parallel to this Land Use Change Permit Amendment, for a planned event in December 2024. The special event application includes, among other things, spectator viewing areas and a temporary trailer serving as a warming structure and an ADA changing room, measuring 60x40’. The warming structure/ADA changing room is similar to a catering/event tent, rated for snow load, and designed to be left erected. The applicant’s intent is to supplement this Amendment application with materials supporting the addition of the spectator viewing and warming structure/ADA changing room to allow these facilities to remain in use for the duration of the Temporary Use Permit. A warming structure and spectator viewing/ADA changing room will also be included in the supplemental submittal for Zone 2.
3. **Second Temporary Full-sized Rink and ADA Accessible Changing Rooms and Bathroom (Zone 3):** A second full sized rink measuring 200’ x 85’ is planned for the southwest portion of the newly acquired parcel area of the project site. Providing a second hockey rink will allow for an expansion program and serve additional athletes in the community. To maintain the new rink, four (4) 230 ton portable air chillers will be installed on the west side of the rink and four (4) 250 Watt downcast LED lights will be positioned to the north and south of the rink to illuminate the area during evening programming. This lighting is the same lighting that was previously approved by Garfield County for the existing rink. A total of 21 regular parking spaces will be created to the north of the rink, and three (3) ADA parking spaces will be located within 6 feet of the rink to the north. Three (3) trailers will be added to the immediate vicinity of the rink, including two (2) changing rooms / equipment storage (one ADA) and one (1) ADA portable bathroom. Additionally, the existing building to the east of the rink will be used for storage of the Zamboni machine.

Phasing of Approvals for Long-span Structure

Occupancy of the long-span structure is intended to be separated into phases to allow additional time for supplemental materials to be produced. The project team anticipates a supplemental submittal to detail the intended program and impacts to traffic, parking, etc. Full programmatic use of this proposed facility will occur after subsequent requirements have been met and full approval is received from Garfield County.

- Phase I - (Current Application) Seeking approval for erection and occupancy of long-span structure.

Project Description

Occupancy to be limited to athletes already present on site for existing programming (no initial increase in athletes on site or impacts to existing traffic conditions).

- Phase II - (Requires Supplemental Materials) Seeking approval for expanded programming for full occupancy of long-span structure (anticipated increase to accommodate approximately 20-30 athletes per session).

A revised traffic study is currently being developed to describe a full assessment of traffic impacts related to the addition of new programming and expanded number of athletes on site.

Program Element	Project Phase and Description
Long-Span Structure	Phase I (with this approval) - limit to athletes already present on site; total participant numbers to match 2023 Temp Use Amendment approval.
	Phase II (following supplemental submittals) - expanded programming to serve an additional 20-30 athletes / session.

Phasing of Approvals for Ice Program Appurtenances

A special Events Permit application is being separately submitted for approval of a warming tent and spectator viewing stand for a scheduled event in December 2024. The intent is to absorb the warming tent and viewing stand into the Temporary Use Permit. These facilities will provide tempered viewing and ADA access to viewing as required in previous permit conditions. Materials compiled for the Special Event submittal will be provided to supplement the temporary use permit application.

- Phase I - Seeking approval under separate Special Events Permit
- Phase II - Seeking approval for inclusion of warming tents and spectator viewing in temporary use permit.

Program Element	Project Phase and Description
Warming Tent	Phase I (Dec '24) Seeking approval under separate Special Events Permit
	Phase II (following supplemental submittals) Incorporate Warming Tents into Amended Temporary Use Permit.
Spectator Viewing	Phase I (Dec '24) Seeking approval under separate Special Events Permit
	Phase II (following supplemental submittals) Incorporate Warming Tents into Amended Temporary Use Permit.

Additional Notes (Conditions for Approval)

The Temporary Use Permit is supported by technical studies, permits, and agreements outside of the Garfield County Land Use process. The following permits/agreements/studies from the 2023 process are being coordinated with the appropriate parties. Updates on those processes are below. Some processes may extend beyond the approval of this Amendment and may become conditions of approval.

- RFTA Permit
- Union Ditch ownership notarized approvals
- Updated Traffic Study Report
- Updated Water Resource Report for additional well
- Updated Engineering Report

RFTA Access Permit: Colorado Extreme has been coordinating with the Roaring Fork Transit Authority (RFTA) throughout the development of the project, and made improvements to site access and infrastructure in the Garfield County and RFTA rights-of-way in 2023. The applicant's civil engineer is currently coordinating with RFTA staff to continue the permitting process, including physical evaluation and as-built survey of the constructed improvements, permit extension/re-instatement, and permit close-out. The traffic impacts and site access of the proposed improvements in his application match those from the 2023 permit approval; any additional programming will be evaluated with RFTA relative to impacts to the Rio Grande Trail ROW. This process is ongoing and the project team will continue to work with RFTA to ensure compliance with their permitting requirements, permit process, and close-out.

Union Ditch: The Union Ditch piping work was permitted in 2023, and the installation has been completed under an agreement between the applicant and the Union Ditch owners. The project team is in the process of collecting as-built information, coordinating acceptance of the ditch pipe installation with the ditch owners' engineer, and dedicating the 20' maintenance easement over the new alignment. This process is ongoing.

Updated Traffic Study Report: The 2023 Fox Tuttle traffic study accounts for the ongoing uses on the property, and includes demand and trip generation for the addition hockey rink. The project team is working to update the traffic study with new user numbers to include the long-span structure and anticipate submitting that new study, with responses to any recommendations that may be included, in a supplement submittal.

Updated Water Resource Report for additional well: The project team is currently investigating the water quality and quantity testing needs for the wells located on the combined parcels, and any implications to the future use of water on the property. For the purposes of this application, the water use profile is the same as the 2023 Permit Amendment.

Updated Engineering Report: The prior Engineering Report provides parking, circulation, and utility infrastructure recommendations for the site program approved in the 2023 Permit Amendment. For the purposes of this application, the site access (for circulation, parking, and emergency access) and utility infrastructure demands are largely the same, but expanded to the larger footprint of the expanded property. The project team is in the process of updating the Engineering Report to include the acreage and the proposed program increase. We anticipate providing a memo addressing parking and circulation for the long-span structure in a supplemental submittal.

Additionally, Colorado Extreme has worked to address items of concern discussed with Garfield County following a site visit over the summer. These items include cleaning up debris and trash materials, addressing weed management (a weed management plan has been developed and is included in the exhibits of this application), assessing electrical safety concerns (receipts of work available upon request), prohibiting access to the large spectator bleachers to the west of the existing rink and disassembling smaller bleachers to the south of the existing rink, and modifying the residence on-site to ensure it is not habitable. Debris and trash have been removed from the site by the contractor as of early November. Weed populations were mapped in October 2024, and a memo outlining management measures for the identified species was provided to Colorado Extreme for implementation in Spring 2025. An electrical contractor visited the site and addressed concerns regarding electrical safety. The bleachers of concern were covered with tarps and/or disassembled from the site. Lastly, the stove, refrigerator, and mattress in the residence located within the property were removed. Photo documentation of these improvements is available if requested by Garfield County.

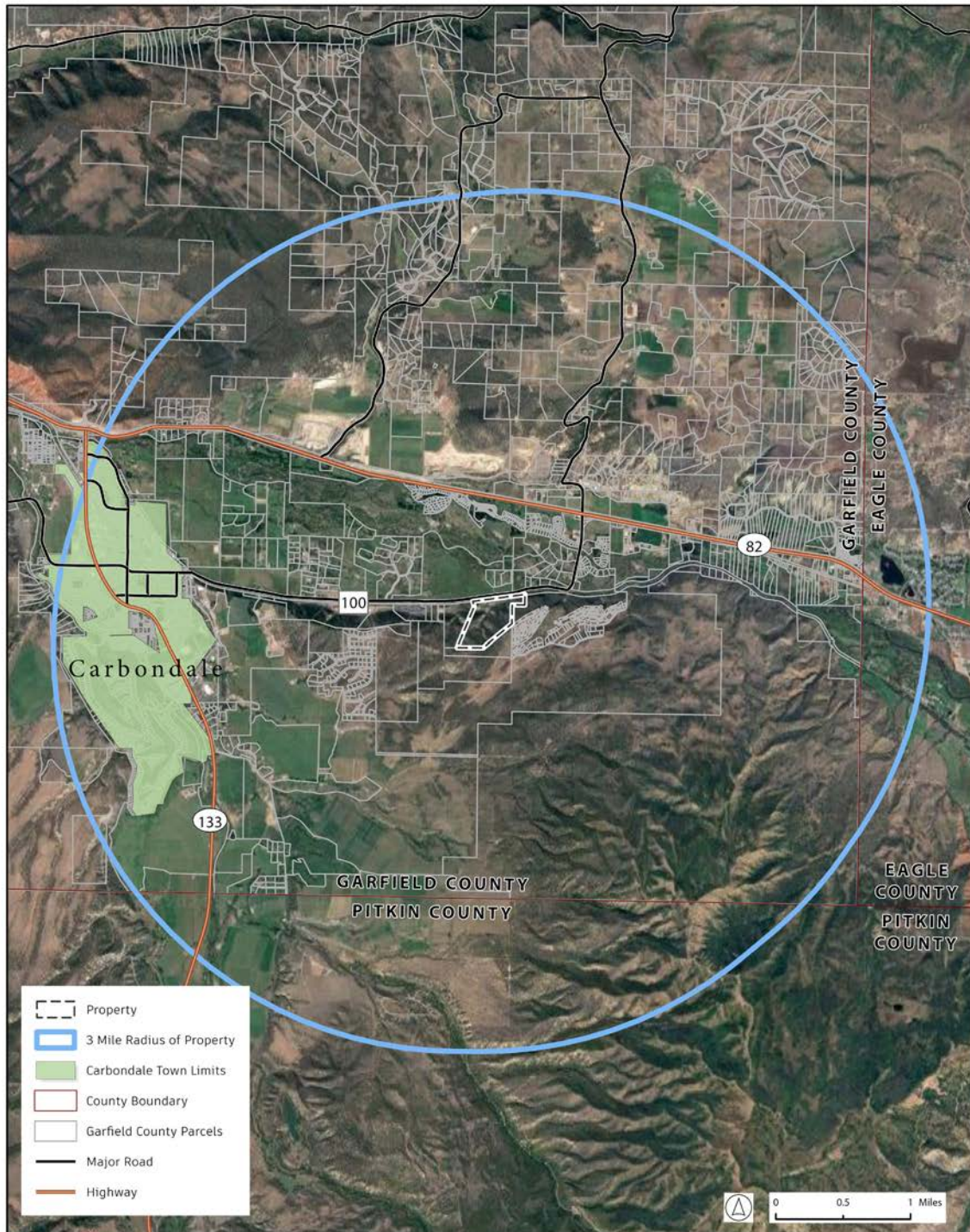


Vicinity Map

Account Number: R009788
Parcel Number: 239336400278
Acres: 69.75
Tax Area: 011
2019 Mill Levy: 72.5180

Physical Address: 2340 100 County Road
Carbondale, CO 81623

Owner Address: Blue Mind, LLC.
201 Main Street, Suite 301
Carbondale, CO 81623



Site Plan (4-203.D)

A Site Plan which meets Garfield County Standards has been developed for this application. Please see Appendix A.

Grading + Drainage Plan (4-203.E)

A Grading and Drainage Plan which meets Garfield County Standards has been developed for this application. Please see L1.1-L1.3 on Appendix A.

Landscaping Plan (4-203.F)

A Landscaping Plan waiver has been requested for this application.

Impact Analysis

1. Adjacent Land Use:

According to Garfield County GIS data (see attached map on the following page), adjacent land uses within a 1500' radius include a combination of rural/agricultural properties and residential planned unit developments (PUDs). Other land uses on properties with similar physical characteristics along the south side of CR 100 include industrial zoning.

2. Site Features:

Notable site features within the 1500' radius include:

- The Roaring Fork River is located approximately 1085 feet northeast from the nearest corner of proposed temporary hockey facility area.
- The topography throughout the proposed temporary hockey facility area does not exceed 4%. Much of the area is between 2-3%, which is considered "flat" for standard development activities. The adjacent hillside to the south of the proposed facility contains slopes in excess of 45%. See accompanying Site Survey Appendix.
- Vegetative cover in the area is comprised of irrigated agriculture (cropland and pasture) lands to the north and Pinyon- Juniper plant communities (shrub and brush rangeland) throughout the hillside to the south.

3. Soil Characteristics:

Soil types within the proposed area (refer to the attached map and data table) primarily include Yamo loam, covering most of the area, with Atencio-Azeltine complex soils present in smaller portions. The Atencio-Azeltine soils are well-draining and characterized by medium runoff potential. According to the USDA farmland classification, this soil type is designated as "Not Prime Farmland" due to its sandy and gravelly composition. These soil characteristics are favorable for the proposed use, as they provide good drainage and have limited agricultural value.

4. Geology and Hazards:

Data for geological hazards were reviewed for the proposed area (see attached maps on following pages). Steep, densely vegetated slopes identified as major slope and soils hazards are located to the south, outside of the area proposed for development. The proposed area is classified as moderate hazard areas for soils and slopes. However, the area where development will occur is relatively flat, with a slope that does not exceed 4%.

See Sections 7-108, 7-206, 7-207 later in this package for additional information.

5. Groundwater and Aquifer Recharge Areas:

The proposed site is outside of the Roaring Fork Floodplain (see attached map on following pages), and therefore has a low probability of flooding as a result of the proximity to the River.

Soils are characterized as well draining, with water quality-swales included in the site plan to accommodate any sedimentation resulting from extreme precipitation and/or runoff events.

No sewage effluents are anticipated within this temporary phase, as all rest room units will be self-contained.

The topography throughout the proposed temporary hockey facility area does not exceed 4%. Much of the area is between 2-3%, which is considered "flat" for standard development activities. The adjacent hillside to the south of the proposed facility contains slopes in excess of 45%, and slope northwards, toward the Roaring Fork River.

Impact Analysis

Two drainage ditches are present within the property and carry water from east to west. One ditch is located within the RFTA ROW, just north of the property boundary. Another ditch is located within the northern portion of the property, and runs through the main area proposed for development. The eastern half of the open ditch has been replaced with a closed pipe system, in order to reduce water loss from evaporation and seepage, improve water flow efficiency, and reduce maintenance.

6. Environmental Impacts:

The development of the hockey facility will permanently remove a small area of habitat for regional wildlife species permanently. A total of approximately 4.03 acres will be developed as a result of the project. This primarily includes farmland, grassland, and some shrubland areas. Additionally, long-term effects include the continued presence of people on the site for hockey events, which will include the introduction of noise and light in the area, which may disturb wildlife species. Over the course of development, impacts may include noise from construction and the presence of people on site to complete grading, establish the ice hockey rink, and erect the planned structures. Although short and long term impacts are expected as a result from the project, the land was previously developed and included the presence of people and livestock on the land, which likely already had an impact to local wildlife populations. Additionally, the majority of the parcel will be maintained in a natural state. Development will be concentrated on the north side of the parcel, in an area that was already previously disturbed by human activity.

Colorado Parks and Wildlife (CPW) Species Activity Mapping (SAM) Data was reviewed and found the following habitats overlap or come within close proximity to the project site (see maps on following pages):

- Elk Severe Winter Range and Winter Concentration Areas
- Mule Deer Resident Population, Severe Winter Range, and Winter Concentration Areas
- Black Bear Human Conflict Area and Fall Concentration Area
- Bald Eagle Roosting Sites and Nest Sites

No migration routes are mapped on the project site. However, the site is documented to be important habitat for mule deer and elk in the winter. However, the location of development within the parcel does not provide high-quality habitat, and the species are likely to use areas outside of the development zone that contain pinyon-juniper woodlands and farmland north of Catherine Store Road for foraging ground.

No designated Critical Habitat overlaps with the project site, as mapped by the US Fish and Wildlife Service. CPW SAM bald eagle roosting sites, last active in 2017, overlap with the project site. Additionally, two bald eagle nests are located near the project site: one with an unknown status (0.25 miles away) and another that was documented as last active in 2023 (1.3 miles away) (see maps on following pages). The project is located outside of the CPW recommended no disturbance zone within nesting season (December - July) of 0.25 miles of the recently active nest location.

Wetlands are mapped within the project site but will not be affected by the proposed development. A wetland is mapped as overlapping with the site in the northwest corner of the parcel, surrounding the pond present on the site (see map on following pages).

7. Nuisance

The proposed temporary youth hockey facility will not result in any negative impacts to adjacent lots. The recreation use will not generate any vapor, dust, smoke, glare or vibration, or other emanations.

All site lighting will adhere to County Development Standards to avoid glare and spill outside of the parcel. See Section 7-304 of this package for further information.

Impact Analysis

Any on-site noise generation from daily youth classes (see Hours of Operation, below) and vehicular movement will be buffered by the layered vegetation and earthen berming along CR 100, both in the RFTA ROW and on-site. Noise shall not exceed State noise standards pursuant to C.R.S, Article 12, Title 25.

9. Hours of Operation

Hours of operation for the proposed temporary hockey facility will occur between 9am-8:30pm, Monday through Saturday.

Typical weekly scheduling for the facilities is anticipated to include:

GENERAL SITE MAINTENANCE (operations staff only)

Monday - Saturday 9am- 3pm - site maintenance and operational needs

Monday - Saturday 8:30pm - 9:00pm - site shut-down following programmed activities

ICE RINKS:

Existing rink + new rink (October 1-April 1)

Schedule and user numbers match 2023 Permit Amendment approval.

3pm- 4:30pm - coaching and staff preparations for daily team/ skate sessions

4:30pm- 5:30pm - daily session # 1 (4-6 year olds) 50 kids/rink

5:30pm- 6:30pm - daily session # 2 (7-8 year olds) 40 kids/rink

6:30pm- 7:30pm - daily session # 3 (8-10 year olds) 30 kids/rink

7:30pm- 8:30pm - daily session # 4 (11-12 year olds) 25 kids/rink

FITNESS:

Schedule and user numbers match 2023 Permit Amendment approval.

Fitness Training Program Mid-June through Mid-August

Monday - Friday 9am- 12pm - Fitness and skills training 20 kids

Fitness programming will utilize the ice rink areas and long span structure.

LONG-SPAN STRUCTURE:

Below is an estimate of programming use of Long-Span Structure. Additional information will be provided in a supplemental submittal related to Phase II occupancy of this proposed improvement.

Phase I - (December-April)

Users include athletes already on site for rink programs listed above and will not add to the number of individuals on the site overall. The structure will be available during hours of operation, from 3:00 pm - 8:30 pm daily. A maximum number of 290 kids will access the structure throughout the five hour and 30 minute time span that covers the hours of operation, which is equal to the number of kids attending existing hockey programs listed above. However, the number of individuals using the facility is expected to be much less.

Phase II - (seasons of use TBD)

Prep/maintenance hours are the same as for ice, above

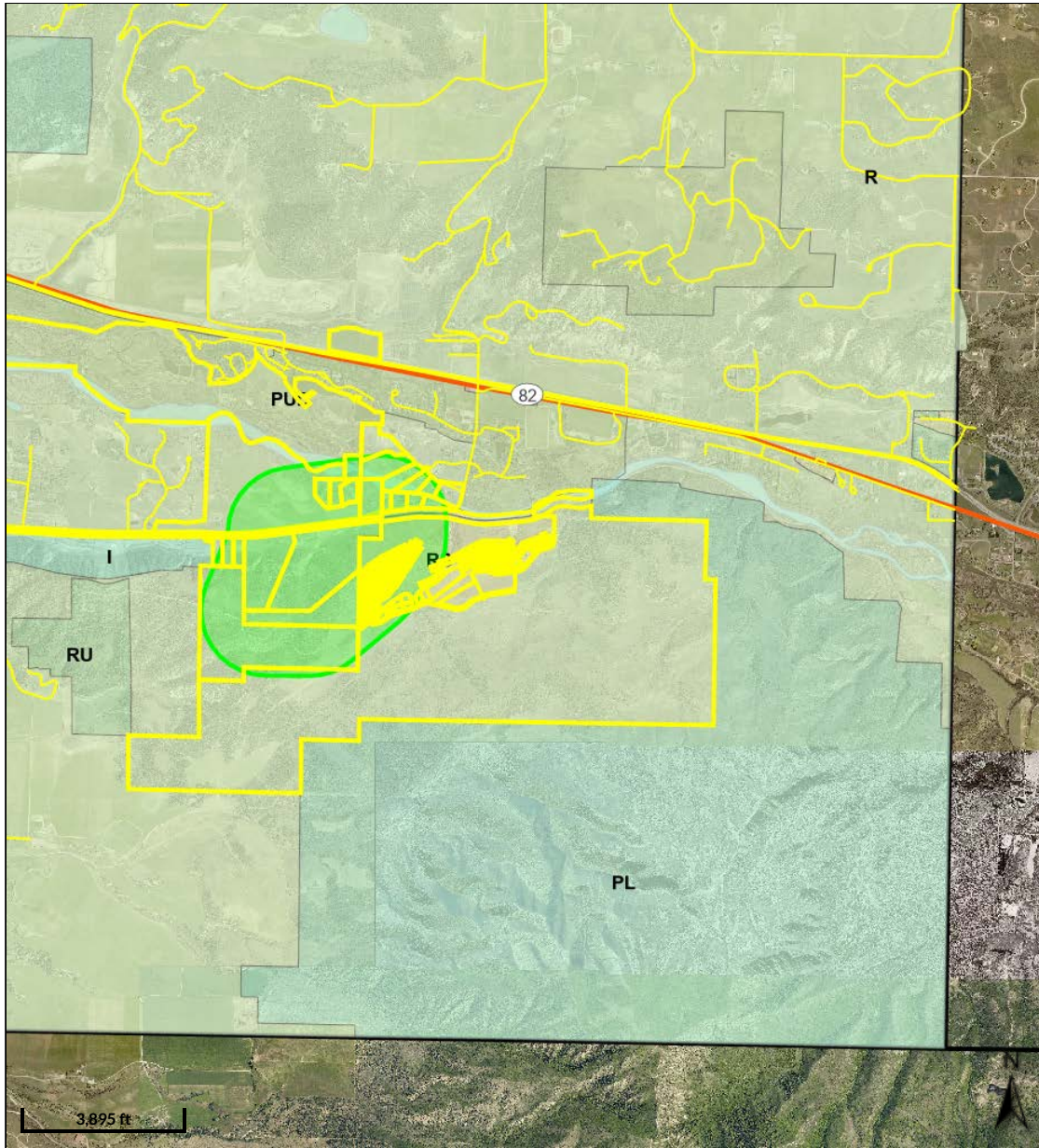
4:45pm- 5:45pm - daily session # 1 estimated 20-30 kids

5:45pm- 6:45pm - daily session # 2 estimated 40 kids

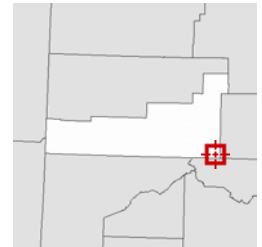
6:45pm- 7:45pm - daily session # 3 estimated 30 kids

7:45pm- 8:45pm - daily session # 4 estimated 25 kids

 Garfield County, CO



Overview



Legend

- Parcels
- Roads
- Parcel/Account Numbers
- Owner Name
- County Zoning
 - CG - Commercial/General
 - CITY - Incorporated City or Town
 - CL - Commercial/Limited
 - I - Industrial
 - PA - Public Airport
 - PL - Public Lands
 - PUD - Planned Unit Development
 - R - Rural
 - RL - Resource Lands
 - RMHP - Residential/Mobile Home Park
 - RS - Residential/Suburban
 - RU - Residential/Urban
 - <all other values>
 - Lakes & Rivers
- County Boundary Line

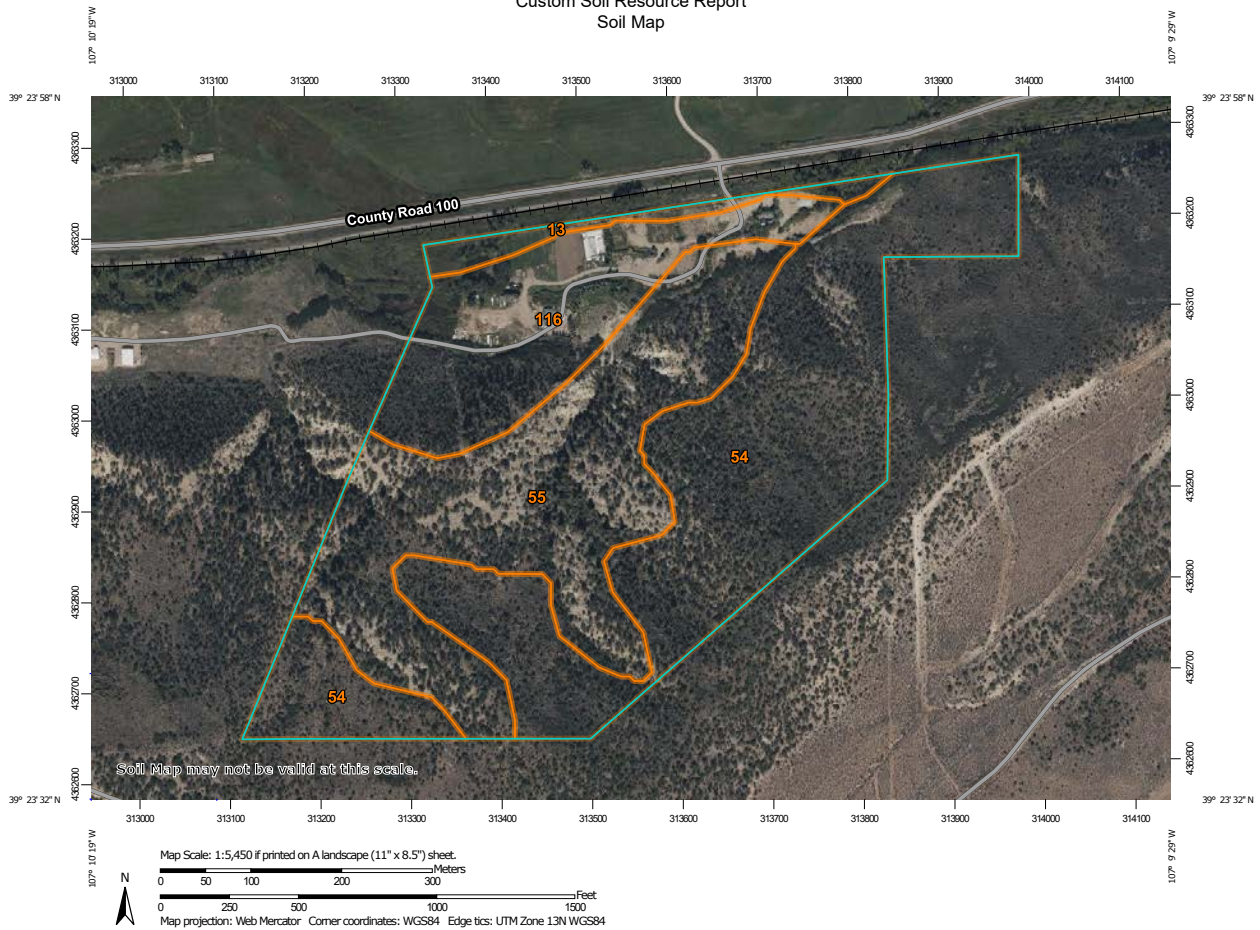
Date created: 10/29/2024
Last Data Uploaded: 10/29/2024 3:07:09 AM

Developed by  SCHNEIDER
GEO SPATIAL

Impact Analysis

Soils Map

Custom Soil Resource Report Soil Map



9

MAP LEGEND

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

MAP INFORMATION

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

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

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

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

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

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

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

Soil Survey Area: Aspen-Gypsum Area, Colorado, Parts of Eagle, Garfield, and Pitkin Counties
Survey Area Data: Version 15, Aug 29, 2024

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

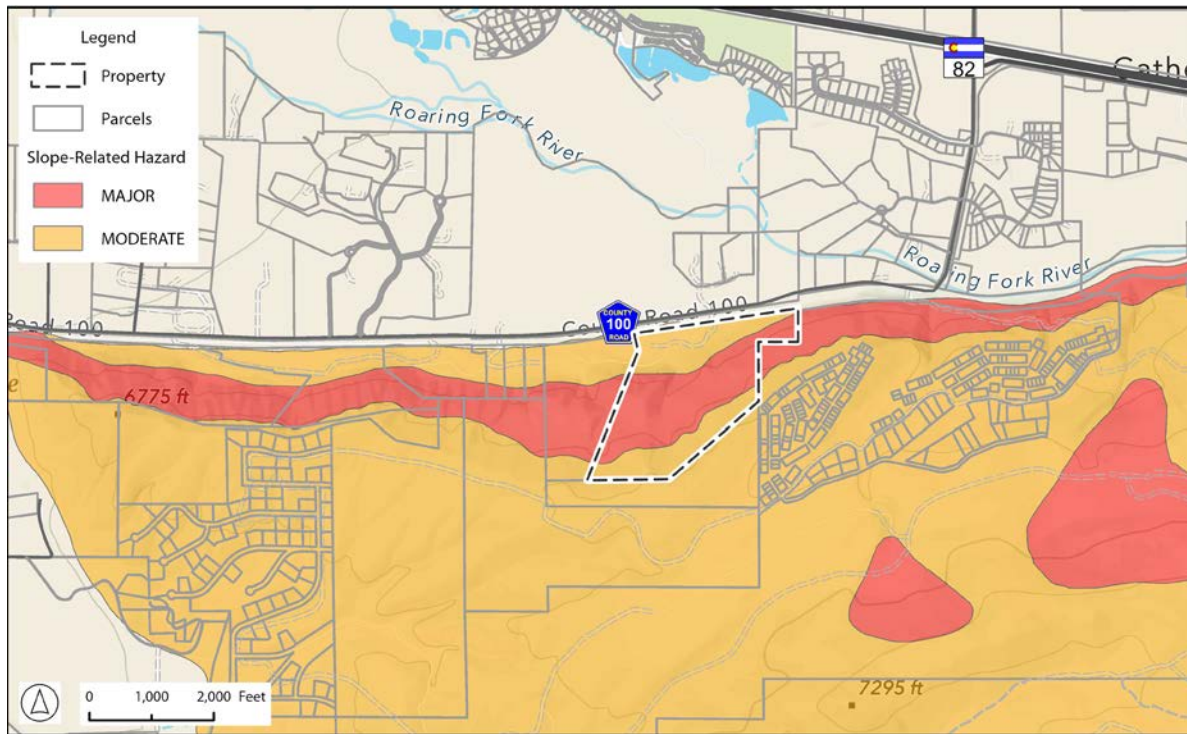
Date(s) aerial images were photographed: Aug 25, 2021—Sep 5, 2021

The orthophoto or other base map on which the soil lines were compiled and digitized probably differs from the background

Map Unit Legend

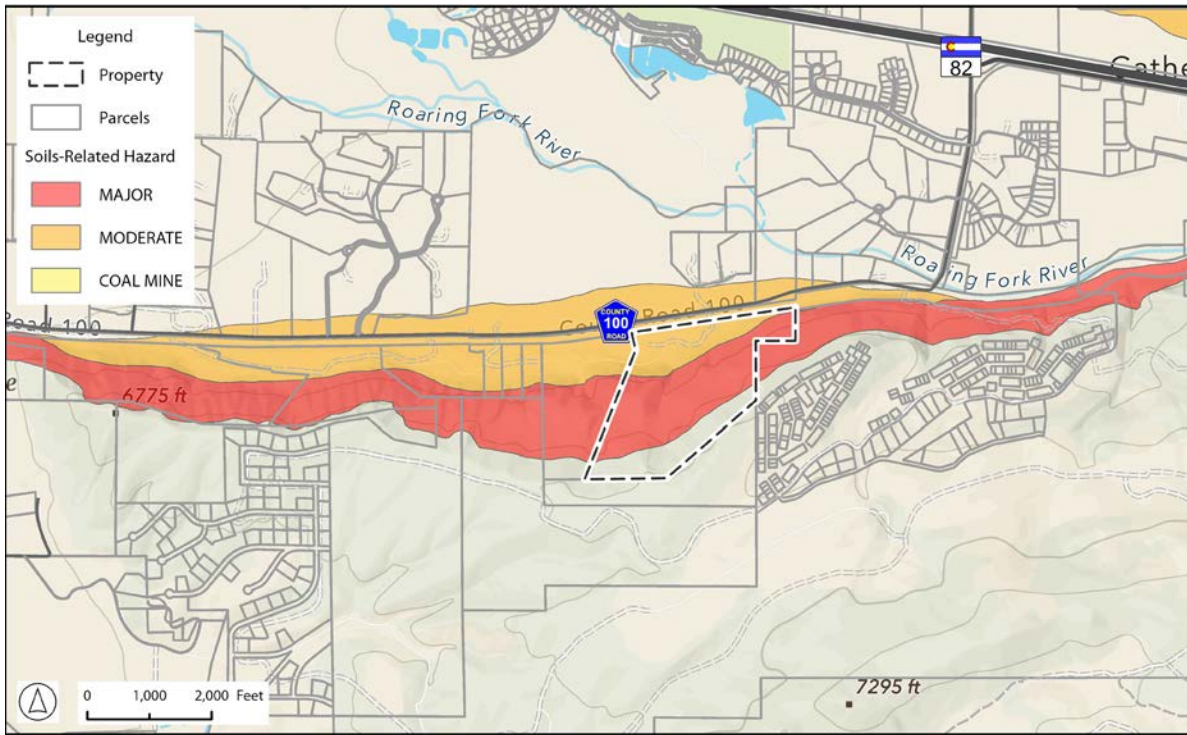
Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
13	Atencio-Azeltine complex, 3 to 6 percent slopes	2.1	2.6%
54	Grotte gravelly loam, 25 to 65 percent slopes	35.2	45.2%
55	Gypsum land-Gypsiorthids complex, 12 to 65 percent slopes	26.9	34.6%
116	Yamo loam, 12 to 25 percent slopes	13.7	17.6%
Totals for Area of Interest		77.9	100.0%

Slope Related Hazards Map



Impact Analysis

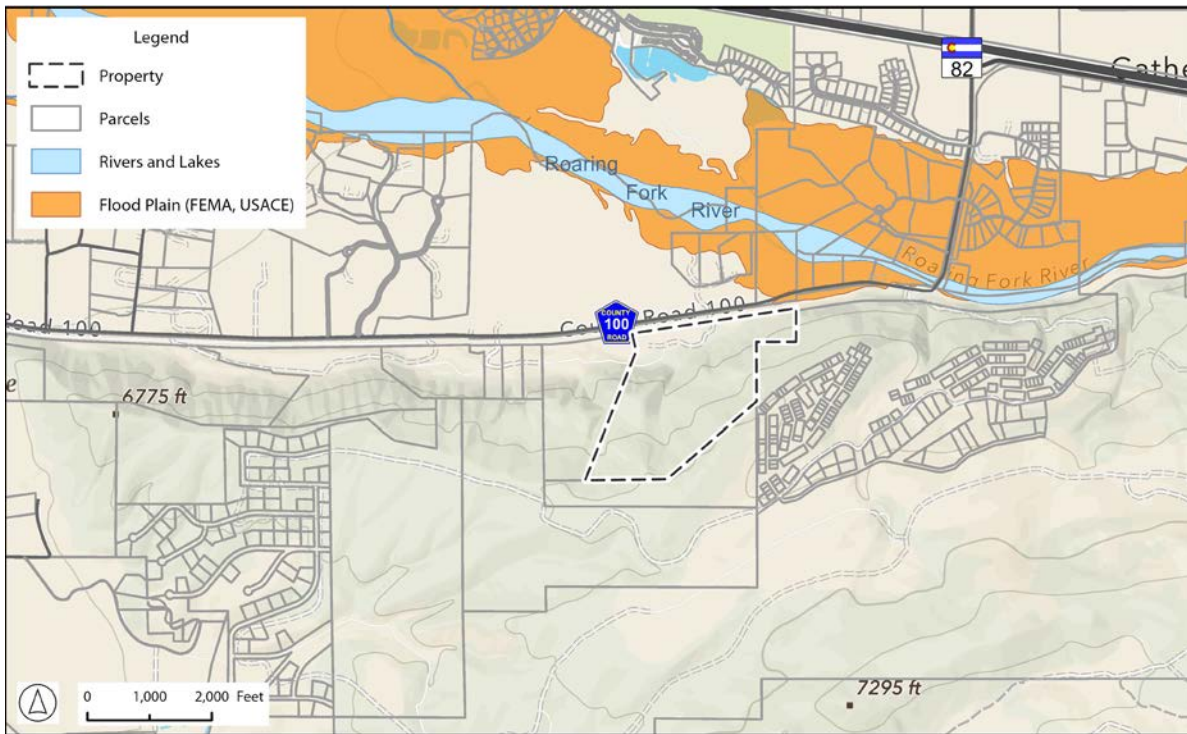
Soils Related Hazards Map



DHM DESIGN LANDSCAPE ARCHITECTURE
ECOLOGICAL PLANNING
LAND PLANNING + URBAN DESIGN

Soils Related Hazards Map
COLORADO EXTREME SPORTS

Floodplain Related Hazards Map



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ECOLOGICAL PLANNING
LAND PLANNING + URBAN DESIGN

Floodplain Related Hazards Map
COLORADO EXTREME SPORTS

Elk Habitat Map



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ECOLOGICAL PLANNING
LAND PLANNING + URBAN DESIGN

Elk Habitat Map
COLORADO EXTREME SPORTS

Mule Deer Habitat Map

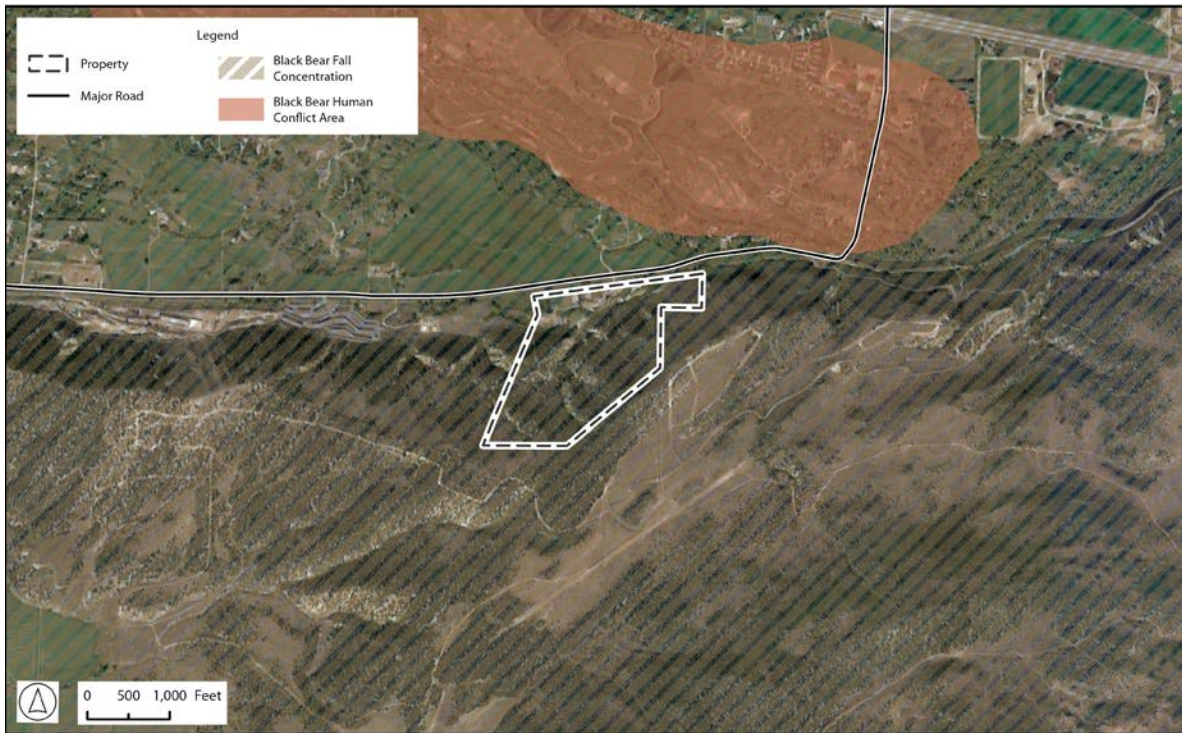


DHM DESIGN LANDSCAPE ARCHITECTURE
ECOLOGICAL PLANNING
LAND PLANNING + URBAN DESIGN

Mule Deer Habitat Map
COLORADO EXTREME SPORTS

Impact Analysis

Black Bear Habitat Map



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ECOLOGICAL PLANNING
LAND PLANNING + URBAN DESIGN

Black Bear Habitat Map
COLORADO EXTREME SPORTS

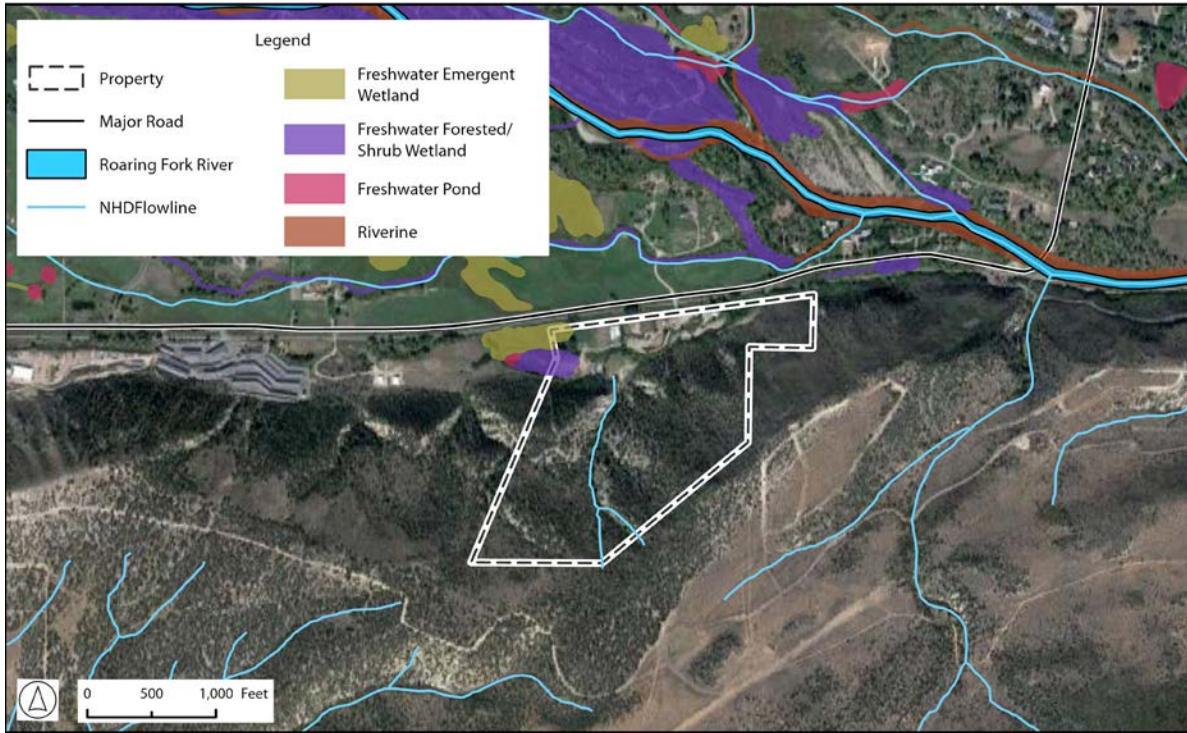
Bald Eagle Habitat Map



DHM DESIGN LANDSCAPE ARCHITECTURE
ECOLOGICAL PLANNING
LAND PLANNING + URBAN DESIGN

Bald Eagle Habitat Map
COLORADO EXTREME SPORTS

Wetlands and Waters of the US Map



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ECOLOGICAL PLANNING
LAND PLANNING + URBAN DESIGN

Wetlands and Waters of the US Map
COLORADO EXTREME SPORTS

Rezoning and Justification Report (4-203.H)

This section is not applicable to this application

Statement of Appeal (4-203.I)

This section is not applicable to this application

Development Agreement (4-203.J)

A Development Agreement waiver has been requested for this application.

Improvements Agreement (4-203.K)

An Improvements Agreement waiver has been requested for this application.

A previously completed traffic study is provided as part of this application. Due to the size of the document, we have included in Appendix C.

DHM DESIGN

LANDSCAPE ARCHITECTURE | LAND PLANNING | ECOLOGICAL PLANNING | URBAN DESIGN

To: Mr. Glenn Hartmann / Garfield County
From: Jason Jaynes, DHM Design; jjaynes@dhmdesign.com
Date: 11.06.2024
Project: 2340 County Road 100
Owner: Blue Mind, LLC
Parcel #: 2393-364-00-278
Subject: Land Use Application for Temporary Outdoor Recreation Facility – Traffic Analysis Update

Dear Glenn,

Fox Tuttle Transportation Group completed a detailed traffic analysis for the Colorado Extreme site in July of 2023. This study was based on programming for an existing full size hockey rink and a proposed second smaller hockey rink; this report evaluated access, road capacity and intersection performance during peak hours, and summarized traffic volumes and trips generated based on proposed improvements. In July of 2024 they provided a memo updating their analysis with current and projected traffic volumes associated with the facilities expansion of a second full-size hockey rink, viewing seats and a storage facility. Since that initial update, the program has expanded again to include phased occupancy of the long-span structure (previously identified as a storage facility), and parking has been added to accommodate this new use. In this first phase of occupancy, no new programmatic use will occur; this facility will only be available for use by athletes present on site under existing programs. Expanded use of this facility is intended in the second phase after a revised traffic study has been completed.

Since use of this facility will be limited to athletes already on site, no impacts to traffic will occur during this first phase of operation. As part of this application, we have included the original Traffic Study for the second rink and the memo prepared by Fox Tuttle that revises the traffic analysis for a full-size rink.

An updated traffic analysis is currently being undertaken to describe the changes that will occur with the addition of new programmatic use during the second phase of occupancy and to provide a full assessment of traffic impacts. We intend to submit an updated traffic report prepared by a qualified traffic engineer following the submittal of this application.

Sincerely,



Jason Jaynes
Principal

Engineering Report

A previously completed engineering is provided as part of this application. Due to the size of the document, we have included it in Appendix D.

DHM DESIGN

LANDSCAPE ARCHITECTURE | LAND PLANNING | ECOLOGICAL PLANNING | URBAN DESIGN

To: Mr. Glenn Hartmann / Garfield County
 From: Jason Jaynes, DHM Design; jjaynes@dhmdesign.com
 Date: 11.07.2024
 Project: 2340 County Road 100
 Owner: Blue Mind, LLC
 Parcel #: 2393-364-00-278
 Subject: Land Use Application for Temporary Outdoor Recreation Facility – Engineering Report Update

Dear Glenn,

As we have previously discussed, Blue Mind LLC has engaged a new engineering firm, Roaring Fork Engineering, to carry forward any additional materials needed for this application and future phases of work on the Colorado Extreme Site. As part of this application, we have included the previous engineering report prepared by JVA for the 2023 application submittal, which contains narrative descriptions of the implemented site improvements related to the site entry, union ditch piping and expanded parking to support a second hockey rink. Since the writing of this report, Blue Mind LLC purchased the lot to the west of the existing parcel and the two properties have been consolidated.

While the previous site plans and report contained a second rink, this rink has been relocated to the western edge of the consolidated lot and has also been updated from a small rink (115 x 55') to a full-size rink (80 x 200'). A second training facility (long span structure) has also been added, this will be located on the far northeastern edge of the developable portion of the property. Additional parking and ADA parking have also been provided to account for the increased number of athletes associated with these improvements although full programmatic use of the Long Span Structure will not occur till a subsequent phase.

Proposed grading on site remains minimal to reduce disturbance and impacts. As in the previous report, no offsite drainage will be required and existing drainage patterns from the large hillside above the project limits will remain the same. Drainage swales are provided around the proposed facilities and erosion control measures have been proposed in these locations.

All the utilities descriptions in the previous engineering report remain the same apart from the newly purchased parcel containing a second well. An updated well-test is being prepared and will be provided after this application submittal but the previous pump test for the original well showed capacity for the anticipated use of the site. The proposed number of portable toilets will remain the same and will remain adequate to serve the proposed usage of 150 people per day. No changes to electric, gas communications or telephone utilities are proposed, those items will remain as they are described in the previous engineering report.

We will provide an updated report and supplemental material from Roaring Fork Engineering as soon as we can.

Sincerely,



Jason Jaynes
Principal

DENVER **CARBONDALE** DURANGO BOZEMAN

WWW.DHMDESIGN.COM

225 Main Street, Suite 201 Carbondale, Colorado 81623 P: 970.963.6520

DHM DESIGN

LANDSCAPE ARCHITECTURE | LAND PLANNING | ECOLOGICAL PLANNING | URBAN DESIGN

To: Mr. Glenn Hartmann / Garfield County
From: Jason Jaynes, DHM Design; jjaynes@dhmdesign.com
Date: 11.5.2024
Project: 2340 County Road 100
Owner: Blue Mind, LLC
Parcel #: 2393-364-00-278
Subject: Land Use Application for Temporary Outdoor Recreation Facility – Well Testing Update

Dear Glenn,

As we have discussed previously, we intend to structure the revised LU change application for the Colorado Extreme to reflect phasing of usage and the lot consolidation that occurred when Blue Mind LLC purchased the parcel to the west of the existing parcel (2393-364-00-267). Due to the quick turnaround of this current application, we are currently requesting that LRE update the well-testing report to include the well located on the additional lot purchased (well permit number 245825). We have included the report LRE completed for well permit number 87598-F, which includes water quality and quantity data. We will provide the updated report containing the additional well as soon as possible.

Thank you for your guidance on the application. I look forward to discussing this approach and any questions with you.

Sincerely,



Jason Jaynes

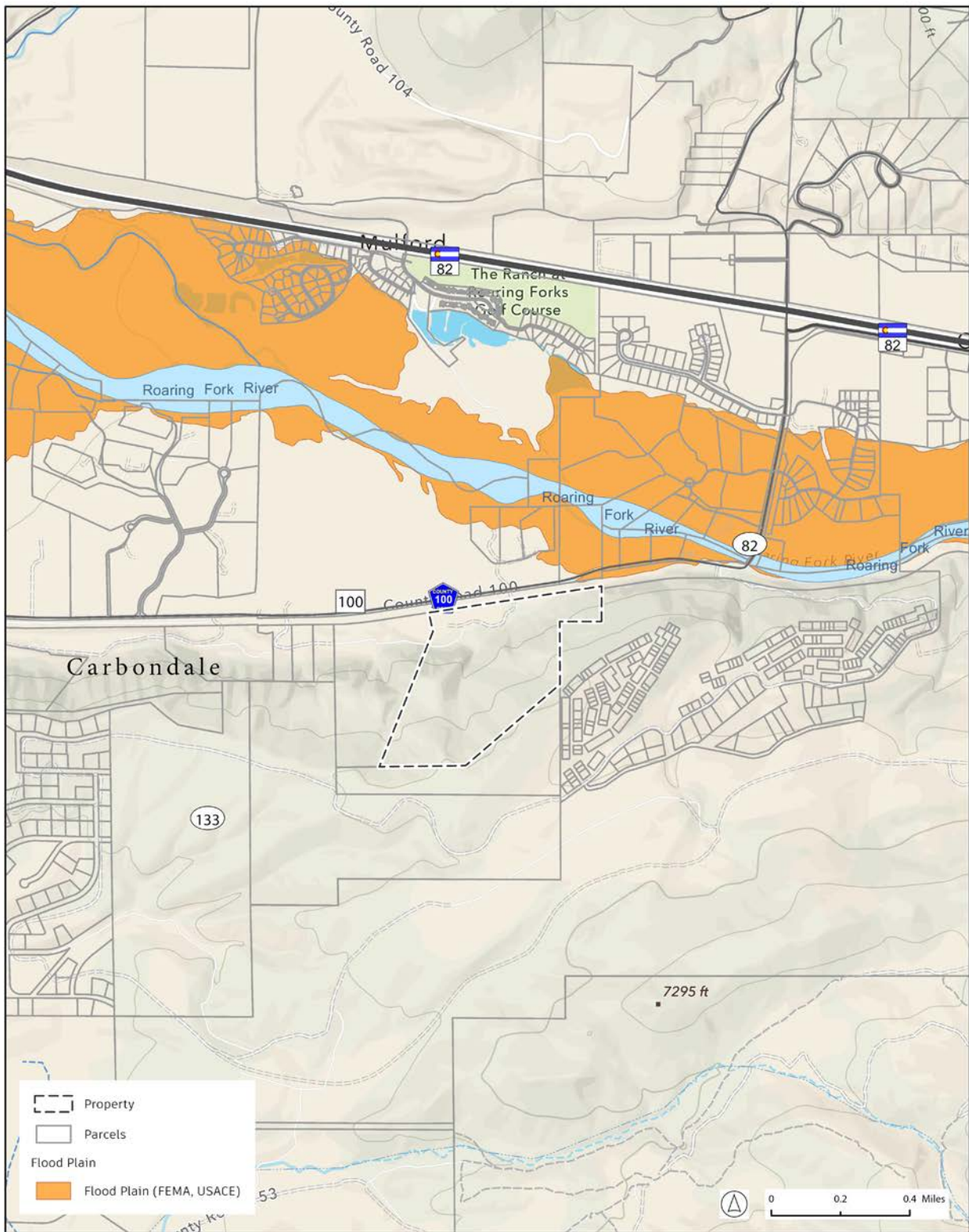
Principal

Wastewater Management + System Plan (4-203.N)

A Wastewater Management and System Plan waiver is requested for this application. Temporary restroom facilities have been installed as proposed within the 2022 approved application. No issues or complaints arose in response to the existing facilities and layout provided during the 2022-2023 season. Additional temporary restroom facilities are proposed as noted in the Waiver Request letter in the General Application Materials Section and Project Narrative Section of this application.

Floodplain Analysis (4-203.O)

This section is not applicable to this application, as the entire parcel and proposed facilities for the youth hockey facility are located outside of all floodplain zones (see map below).



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URBAN DESIGN + LAND PLANNING
ECOLOGICAL PLANNING

Floodplain Map
COLORADO EXTREME SPORTS



7-101: Zone District Use Regulations

The property is zoned Rural (R) and meets all of the zone district dimensions as described in Table 3-403 for Rural/ Low-Density Residential Lots:

- Minimum Lot Area is 2 acres. The lot size is 69.75.
- Maximum Lot Coverage is limited to 15%. The current coverage proposal = .76 acres of the lot which is approximately 1% of total lot coverage.
- Maximum Floor Area Ratio is N/A.
- The Arterial Front Setback is 50’.
- The Rear Setback is 25’.
- The Side Setbacks are 10’.
- The existing modular office building height and the proposed changing rooms and proposed bathrooms do not extend above 40’.

Table 3-201: Zone District Dimensions

Legend R=Residential NR=Nonresidential C=Commercial NC=Noncommercial	Lot Size			Setbacks (feet)			Height (feet) 2,4,5	
	Minimum Lot Area ¹	Maximum Lot Coverage (%)	Maximum Floor Area Ratio	Front		Rear		Side
				Arterial	Local			
Zone District Rural R	2 acres	15	N/A	50	25	25	10	R: 25 NR: 40

The proposed land use complies with Table 3-403. Outdoor Recreation uses are permitted with approval under a Limited Impact Review Process.

Table 3-403: Use Table

<i>/P/ By Right /A/ Administrative Review /L/ Limited Impact Review /M/ Major Impact Review /●/ Exempt from County Review and Standards</i>														
Use Category	Use Type	Residential Districts				Nonresidential Districts				Resource Land Zone Districts				Unless exempted, all uses must comply with Article 7 Standards including Use-Specific Standards.
		R	RS	RU	RM HP	CL	CG	I	PL	RL P	RL E	RL TS	RL GS	
	Retail, Equipment, Machinery, Lumber Yards					P	P	P	●	P	P	P	P	
	Retail, Vehicle and Equipment Sales	M				P	P	P	●					
	Bulk Sales of LPG and CNG					L	L	L	L	L			L	
Recreation and Entertainment	Golf Course/Driving Range	A	A			A	A	A	●				A	
	Theater, Indoor					P	P	A	●					
	Motor Sports Center	M				M	M	M	●	L			L	
	Recreation, Indoor	L	M	M	M	P	P	A	●					
	Recreation, Outdoor	L	M	M	M	M	M	L	L	L	L	L	L	
	Shooting Gallery/Range	L	M	M	M	M	M	L	L	M	M	M	M	7-904

Division 1. General Approval Standards

7-102: Comprehensive Plan + Intergovernmental Agreements

The land use is in general conformance with the Garfield County Comprehensive Plan and complies with all applicable Intergovernmental Agreements, particularly within:

- Future Land Use - Sub-section 3: Growth in Designated Centers - This section identifies the specific "Rural Employment Center" opportunities that exist in the "mix of commercial/light industrial land uses east of the Town of Carbondale."
 1. Provides a mix of recreation and potential future commercial uses within a designated growth center.
 2. The future build-out/permanent facility has a potential to add to the economic diversity of the County.
 3. Provides a new rural employment center that supports an active and healthy community.
- Plan Sections - 5: Recreation, Open Space and Trails - This section identifies the importance of recreation and subsequent tourism as a growing part of the Garfield County economy and seeks to "Promote public health and well-being through the promotion and support of recreation facilities", as noted in Policy 5.
 1. The proposed temporary youth hockey facility and its long-term vision will help the County support youth health and well-being through its offering of free hockey, positive adult mentorship and team camaraderie to the local youth population.
 2. The project update will improve the quality and availability of County-wide hockey events to a wider population.
 3. Specifically, the continued refinement of the temporary facility directly supports Policy 5-Strategy ii, as the Colorado Extreme program continues to work with the "Garfield County school districts... to identify improvements, projects and programs that will benefit the health and well-being of students and the residents of Garfield County.

7-103: Compatibility

The nature, scale and intensity of the proposed updates to the temporary Colorado Extreme hockey facility will not change the character or experience of the adjacent rural land uses. The proposed improvements have been reviewed and designed to specifically support the existing character along Catherine Store Road and the surrounding developments. The improvements will also be supported by the ongoing maturation and additions to the layered, vegetative screening along the northern parcel boundary.

7-104: Source of Water

As confirmed by the Basalt Water Conservancy District (BWCD), Water Allotment Contract NO. 775a, Blue Mind, LLC (2340 CR 100) "shall be entitled to receive and apply to beneficial use 0.033 cubic feet of water per second from the District's direct flow rights and 1.7 acre feet of per year of storage or other augmentation water owner or controlled by the District."

The required water rights documents (for projects served by wells) are included in this submittal, including:
Information on the water supply/entity

- A description of the physical source of water.
- A confirmation of the quantity of water.
- A pump test with associated documented analysis by a qualified professional with expertise as noted. An additional pump test will be completed and provided to the County for the pump located on the merged parcel.
- No well sharing is proposed.
- A water quality test and associated laboratory testing has been updated to confirm that current well water meets all County standards. An additional pump water quality test will be completed and provided to the County for the pump located on the merged parcel.

Division 1. General Approval Standards

7-105: Central Water Distribution + Wastewater Systems

A. Water Distribution

As confirmed previously by the Colorado Division of Water Resources, Well Permit #86473-F, was previously transferred from Nordic Gardens Land Fund, LLC to Blue Mind, LLC (2340 CR 100), who is entitled to use the existing, centrally located well. Additionally, Well Permit #245825, was recently transferred from H.P. Hansen to Blue Mind, LLC (2340 CR 100), who is entitled to use the existing, centrally located well.

- The approved well improvement permits are included in this submittal
- The proposed Water Distribution Plan was previously approved in the 2022 application.

B. Wastewater Systems

- A waiver has been requested to allow temporary restroom facilities to be used during this temporary recreational use permit period.
- During the span of the 2023-24 season, the on site temporary restroom facilities proved to be more than adequate for all events and regular programming. Two more restroom units have been added to ensure that appropriate provisions are available for visitors to the existing rink and the second rink. One facility will be heated.

7-106: Public Utilities

Electric, telephone, and communications utilities will remain on the property to service the temporary facility. Existing overhead electric lines that run within an electric easement through the property shall also remain.

Site utility equipment is located to the west of the entrance to the property and shall be kept clear for access and maintenance.

7-107: Access + Roadways

Please refer to the included Site Plan and Grading and Drainage Appendix for updates to the overall circulation and design. Site access remains as approved with the 2023 Permit Amendment, and the project team is in coordination with RFTA to review and approve the access infrastructure in the Rio Grande Trail ROW that was installed pursuant to the approved 2023 Access Permit drawings. Per prior inspections and conversations with Garfield County Road and Bridge Department, drainage and access/egress in the area of the site is not an issue.

B. Safe Access

The Traffic Report and Engineering Report include an in depth explanation of all the access, parking and roadways.

C. Adequate Capacity

All site circulation and access routes and parking meet and/or exceed the minimum standards for current capacity needs.

D. Road Dedications

N/A

E. Impacts Mitigated

N/A

F. Design Standards

All site circulation and access routes meet the minimum standards for Minor Collector roadway design

Division 1. General Approval Standards

requirements, which include two 12' lanes and 6' shoulders on each side. Please see the included Site Plan and Grading and Drainage Appendix included in this package.

7-108: Use of Land Subject to Natural Hazards

The entire northern portion of the 2340 CR 100 site, which includes the proposed temporary hockey facility and other facilities, is located outside of any major geologic or geotechnical conditions. Only moderate soils hazards were identified through County GIS data. See map included on page 35, in the Impacts Analysis section.

7-109: Fire Protection

All site access and circulation have been designed to accommodate Emergency Access Standards. Please see the Driveway Permit Application in Appendix G.

Division 2. General Resource Protection Standards

7-201: Agricultural Lands

A. No Adverse Effect to Agricultural Operations

This application shall not adversely affect or otherwise limit the viability of existing agricultural operations and no agricultural lands shall be disturbed. This application is located on a reclaimed portion of the existing site.

B. Domestic Animal Controls

n/a

C. Fences

n/a

D. Roads

n/a

E. Ditches

1. This application does not propose any new modifications to the Union Ditch.
2. The Union Ditch through the east half of the consolidated parcel was piped in 2023 as a part of the 2023 permit update and commensurate with the Ditch Modification Agreement and Grant of Easement, August 30th, 2023, between Blue Mind LLC and the Union Ditch owners. Adjacent properties or anyone else with water rights to the section of the Union Ditch running through the developable area of the property are not negatively impacted by the proposed land use change.
3. The Union Ditch through the west half of the consolidated parcel will remain open under the current Temporary Use Permit Application; the existing culvert will be used for on-site access to the 2nd hockey rink facility.
4. The land use change shall not have any effect on the access to the irrigation pipes, manhole access points, flumes, and laterals for maintenance purposes during and after implementation of improvements associated with this Temporary Use permit.
5. The finalization of the recording of the installed ditch alignment and access easement remains to be completed. The applicants project team has initiated coordination with the ditch company's representative to advance that process.
6. The Union Ditch company contact for "Referral To Ditch Owner" is located below:

Union Ditch Company
c/o Mike Kennedy
Mikekennedy@sopris.net
970-379-3907

7. No development or land use changes for the proposed project shall have any adverse effect on the existing Union Ditch pipe running through the property.

7-202: Wildlife Habitat Areas

The wildlife use patterns associated with the past industrial site uses and surrounding property have been in place long term at this site. Of the ~70 acre site, 4.03 acres will be impacted for the proposals included in this application and, accounting for the previous approved 2022 application, total impacts will be 4.4 acres. The remaining ~60 acres, the majority of which is native hillside, will be protected and unavailable for development.

Division 2. General Resource Protection Standards

7-203: Protection of Waterbodies

There are no wetlands or waterbodies that will be disturbed by activities associated with the temporary youth hockey facility. All existing ditches and laterals within the site are outside of the area of disturbance,

No storage of hazardous materials or use of salt or sand will be allowed on adjacent roads or the shared driveway.

7-204: Drainage + Erosion

All runoff within the developed area shall be treated on site via water quality swales. Erosion control structures are proposed for erosion mitigation. Please refer to the grading and drainage plans in the Appendix A (L1.1-L1.3) for more details on drainage and erosion control. Drainage is also discussed in detail within the preliminary engineering report included in this submission package. The proposed grading on site remains minimal to reduce disturbance and impacts and existing drainage patterns from the large hillside above the project limits will remain the same.

7-205: Environmental Quality

This application shall not adversely affect or otherwise limit the viability of existing agricultural operations and no agricultural lands shall be disturbed. This application is located on a reclaimed portion of the existing site

A. Air Quality

This application shall not cause air quality to be reduced below acceptable levels established by the Colorado Air Pollution Control Division.

B. Water Quality

All hazardous materials shall be stored and used in compliance with applicable State and Federal hazardous materials regulations.

7-206: Wildfire Hazards

A. Location Restrictions

The application area is designated as a containing Low to Moderate fuel hazards as it is located along the boundary of irrigated agriculture lands (low) and shrub/brush rangeland comprised of pinyon-juniper plant communities (moderate). The southern portion of the property contains steep slopes, but the area designated for the Temporary Youth Hockey Facility would be located in the northern portion of the site where slopes are between 0-4%.

The site has traditionally been cleared of ladder fuels from the developable area of the site and base of the hillside. The owner agrees to continue to maintain vegetation control on the property to minimize any potential impacts from wildfire following Garfield County and State Forest Service guidelines for defensible space.

B. Development Does Not Increase a Potential Hazard

In June of 2023, proposed improvements and access were discussed with the Deputy Chief of Carbondale Rural Fire Protection District and he has supplied a letter specifying that the access to the property for emergency apparatus is acceptable and they have no issues with the proposals; refer to Appendix H for a copy of this memo.

The proposed application is developed in a manner that does not increase the potential intensity or duration of a wildfire, or adversely affect wildfire behavior or fuel composition. The facility manager will contain provisions

regarding the storage of potentially flammable materials.

C. Roof Materials + Design

This application proposes an additional enclosed recreational structure (long-span structure) with a single door, the frame of which is composed of carbon steel tubing and the surrounding material is a high-performance membrane fabric. This fabric will be Nova Shield 400 FR Series RU88X, engineered for fire resistance and meets fire rating standards NFPA 701-(1989); Large scale; CAN/ULC S109-M87 (Large scale); and ASTM E84-00A (Class 1).

7-207: Natural + Geologic Hazards

This application does not include any natural or geologic hazard areas within the proposed limit of disturbance. Refer to Impact Analysis Mapping on pages 35-36 of this document.

7-208: Reclamation

The proposed work within this site will only impact previously developed areas. No removal of vegetation or expansion of the existing yard is proposed. Any areas that are disturbed as a result of the proposed site plan will be restored as natural-appearing areas. See Site Plan documentation, sheet L1.5 of Appendix A.

Division 3. Site Planning and Development Standards

7-301: Compatible Design

Complete based on approved updated site plan.

A. Site Organization

The proposed site program/design contains minor circulation improvements the safe and smooth flow of passenger vehicles and shared access needs. Perimeter areas are planned for low impact functions, such as: visual/acoustic buffering, snow storage, and utility needs. The site interior will be used for recreation programming, circulation, and parking.

B. Operational Characteristics

Site operations will be improved through a new entry/access and internal circulation planning. No dust, odors, gas, fumes, or glare will be emitted at levels that are reasonably objectionable. Noise shall not exceed State noise standards will continue to be met and will comply with C.R.S., Article 12 of Title 25.

Hours of operation shall include:

General Site Operations - Monday-Saturday: 8am - 9pm

Recreation Programming - Monday-Saturday: 4:30 - 8:30pm

C. Buffering

The proposed site will continue to maintain the extensive perimeter vegetation and landform/berms to accommodate visual and acoustic buffering requirements. The second rink is sited at the base of the steep hill at the southwest corner of the flat area of the parcel; large riparian shrubs and mature cottonwoods provide substantial buffering between the proposed rink site and the public right of way and adjoining private parcels. The long-span structure is partially screened by the existing spruce trees on the property line and the large mature cottonwoods in the RFTA right of way to the northeast.

D. Materials

No changes to exterior facades are planned as part of this submittal.

7-302: Off-street Parking and Loading Standards

Off-street parking is proposed and delineated within the Site Plan Appendix. A total of 114 spaces, nine ADA and 103 regular spaces, are proposed for this land use application amendment.

7-303: Landscaping Standards

A. General Standards

The proposed interior site program/design update includes the additional of a second full size ice rink in a previous storage area and other minor circulation and parking improvements to accommodate passenger vehicle movement, parking and shared access needs. No significant impacts to existing vegetation are expected.

B. Multi-Family Development

n/a

C. Subdivision, PUD, and Rural Land Development Exemption

n/a

D. Plants Compatible with Local Conditions

Other than the relocation and attempted rehabilitation of interior trees to the northern property buffer, no other changes to the planting design are planned as part of this submittal.

Division 3. Site Planning and Development Standards

E. Existing Vegetation

All healthy trees, native vegetation, natural or significant rock outcroppings, and other valuable features shall be preserved and/or relocated and integrated within the temporary site plan.

F. Minimum Size

n/a - no new vegetation is being proposed as part of this application

G. Minimum Number of Trees and Shrubs

Existing vegetative site buffers will continue to be maintained/enhanced as shown in the diagrams on previous pages.

H. Parking and Storage Prohibited

n/a

I. Clear Vision Area

A Clear Vision Area, which meets the standards of this requirement and RFTA's requirements, is depicted on the Site Plan in Appendix A.

J. Landscaping Within Off-Street Parking Areas

The existing tree line located at the northern property boundary will be maintained to act as both a site and parking buffer.

7-304: Lighting Standards

Additional lighting improvements proposed as part of this application pertain to the additional full size rink at the west side of the parcel. Lighting usage is expected to begin at dusk and limited to 8:30 pm, Monday through Saturday. All interior lights will be directed downwards, to the interior of the site. No flashing lights will be utilized anywhere on the property.

A. Downcast Lighting

All proposed temporary rink and access lighting will be located and designed so that the light is directed downward. The proposed lighting will be 250 W, NAFCO Medium Shoebox LED light fixtures, 40000 Lumens with 100' flood distribution. This lighting is the exact same lighting previously approved by Garfield County in project applications.

B. Shielded Lighting

All exterior site lighting will be arranged so that rays are concentrated on the rink and adjacent parking.

C. Hazardous Lighting

The proposed site lighting will not create any hazardous impacts or traffic impacts. No colored lights are being proposed as part of this application and none will be used on site.

D. Flashing Lights

No blinking, flashing, or fluttering lights, or other illuminated devices that have changing intensities, brightness, or color are being proposed as part of this application.

E. Height Limitations

No lighting poles or installations will exceed the 40' height limit requirement.

Division 3. Site Planning and Development Standards

7-305: Snow Storage Standards

A. There are significant areas of disturbed ground that can be used for on-site storage and maintenance of snow. The total combined area of parking and roadway is 121,744 square feet, to meet the minimum requirements for snow storage of 2.5%, the minimum area for snow storage would be 3,043 square feet. There is an area measuring 42,000 square feet of previously disturbed ground to the north of the proposed hockey rink and the west of the existing hockey rink. This area satisfies minimum snow storage requirements.

List of Appendices

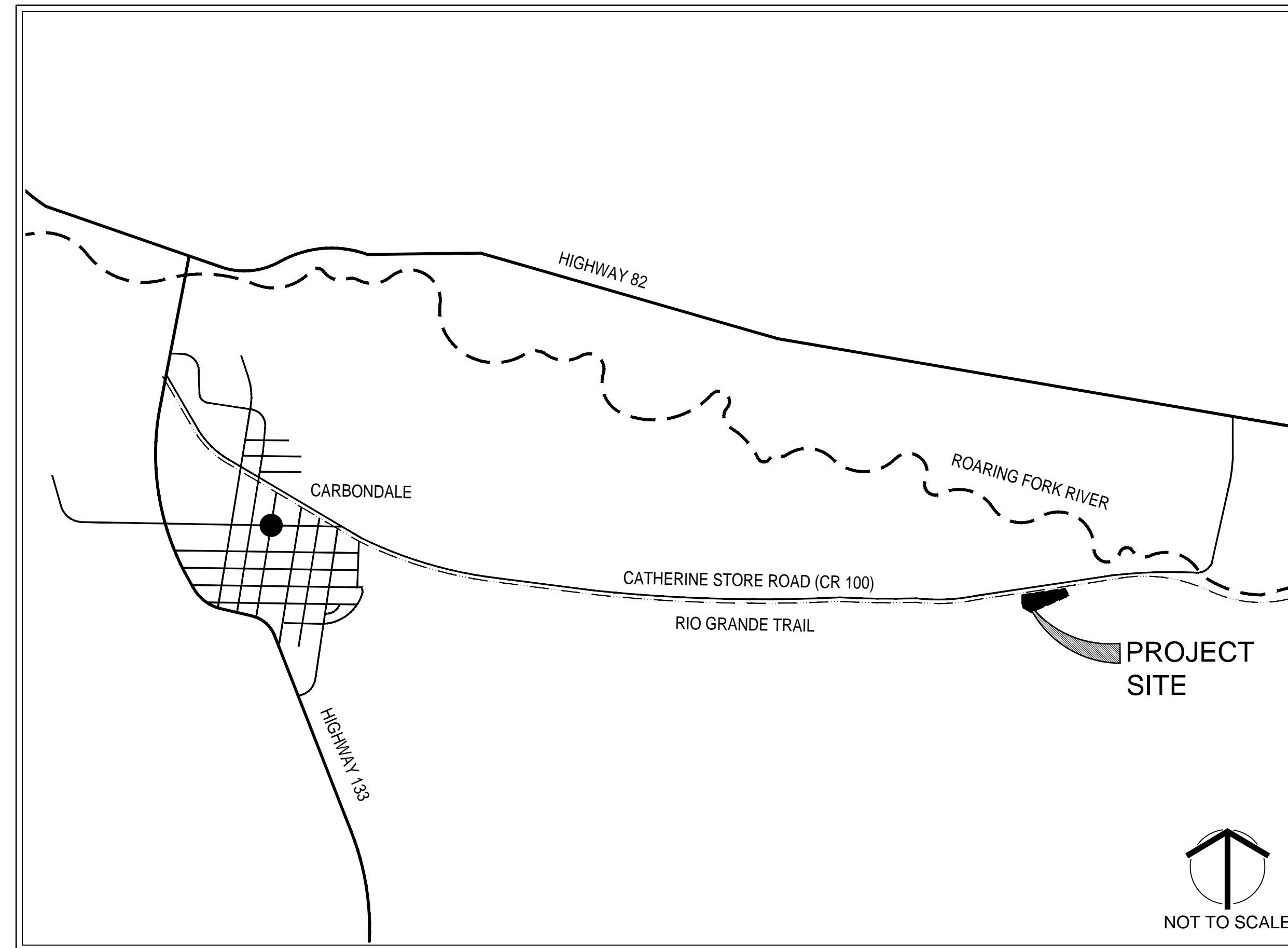
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DHM

LAND USE CHANGE PERMIT AMENDMENT TO TEMPORARY USE PERMIT COLORADO EXTREME

2340 COUNTY ROAD 100
CARBONDALE, COLORADO



VICINITY MAP

SHEET INDEX

- COVER SHEET
- L1.0 OVERALL SITE PLAN
- L1.0-L1.3 SITE GRADING AND EROSION CONTROL PLANS
- L1.4 SITE DETAILS
- L1.5 WEED MANAGEMENT PLAN

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MATCHLINE - SEE SHEET L1.2

COLORADO EXTREME
2340 100 COUNTY ROAD
CARBONDALE, COLORADO
GARFIELD COUNTY

PROJECT NO. 24228.00
ISSUE:
2024.11.14 AMENDMENT TO
TEMPORARY USE PERMIT

DRAWN BY: EH
CHECKED BY: JJ

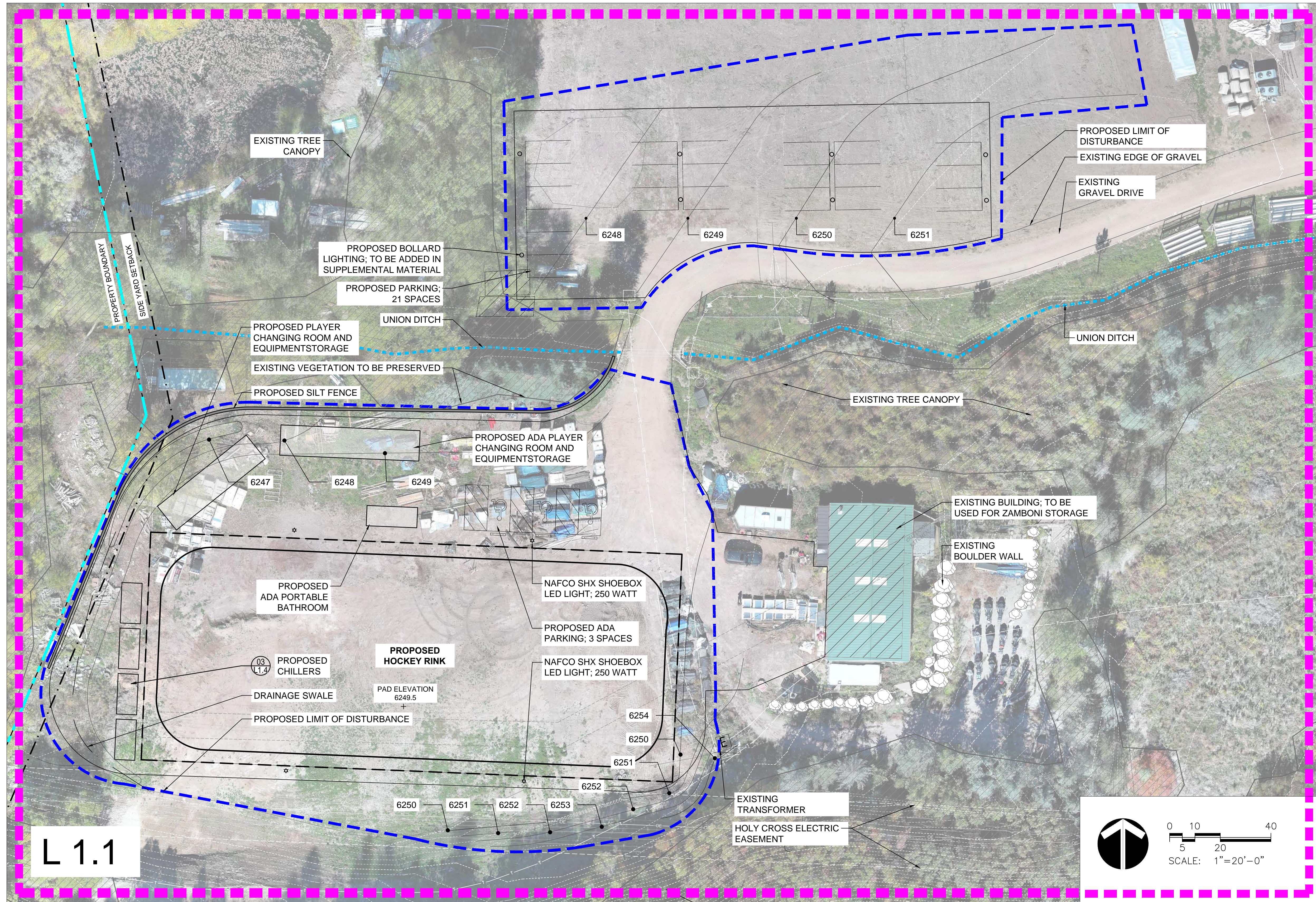
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**GRADING AND
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CONTROL PLAN**

SHEET NUMBER:

L1.1

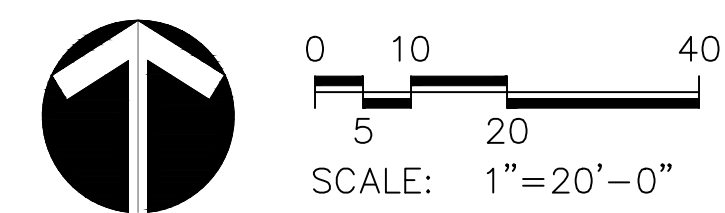
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LEGEND

- PROPERTY BOUNDARY
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- C.R. 100 RIGHT OF WAY
- RFTA RIGHT OF WAY
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- EXISTING DITCH ALIGNMENT
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- PROPOSED SILT FENCE/ STRAW WATTLE
- PROPOSED DOWNCAST SPORTS LIGHTING
- PROPOSED BOLLARD LIGHTING FOR PARKING AREAS

L 1.1



SITE LAYOUT NOTES

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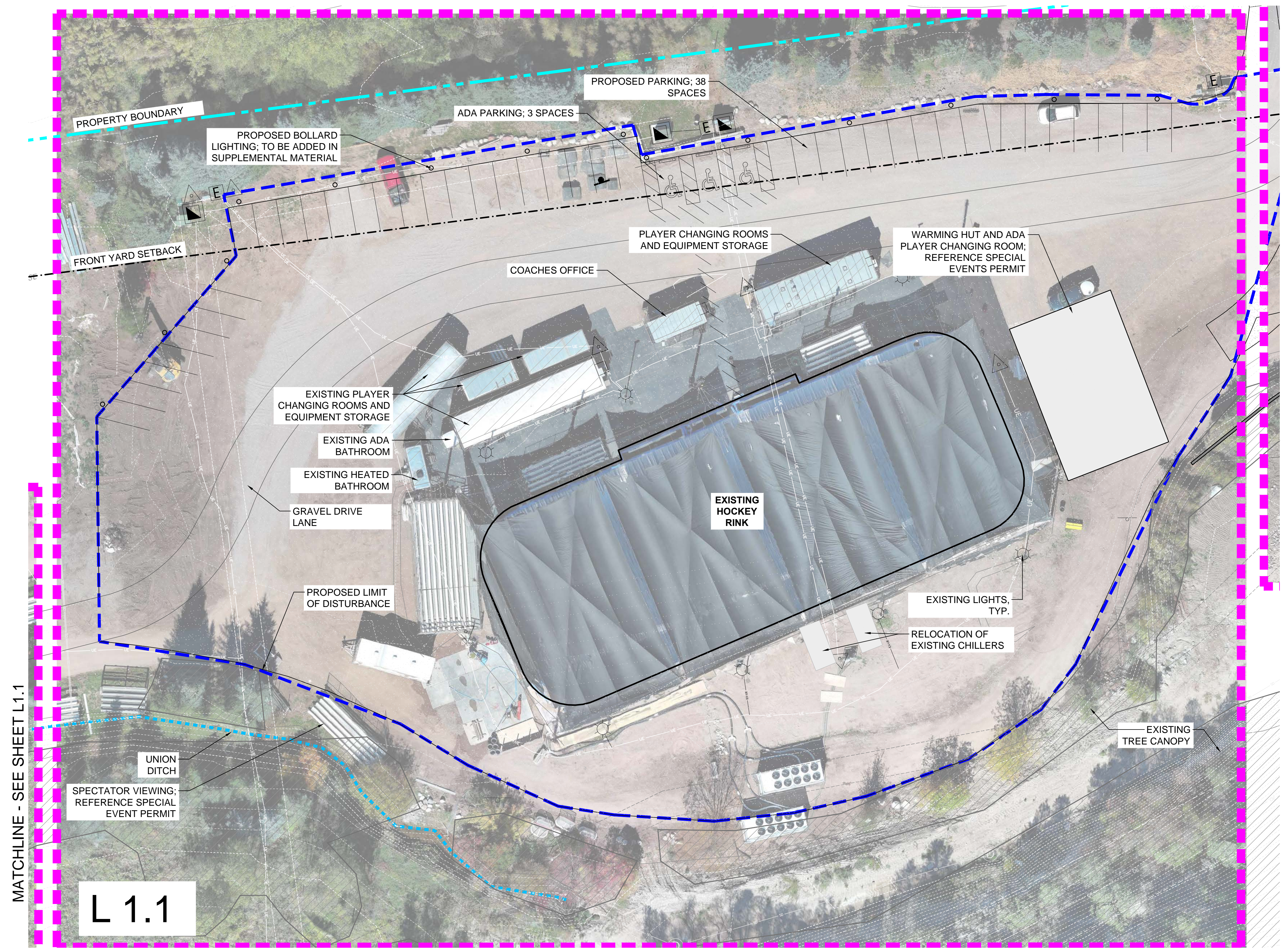
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SHEET 3 OF 6



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