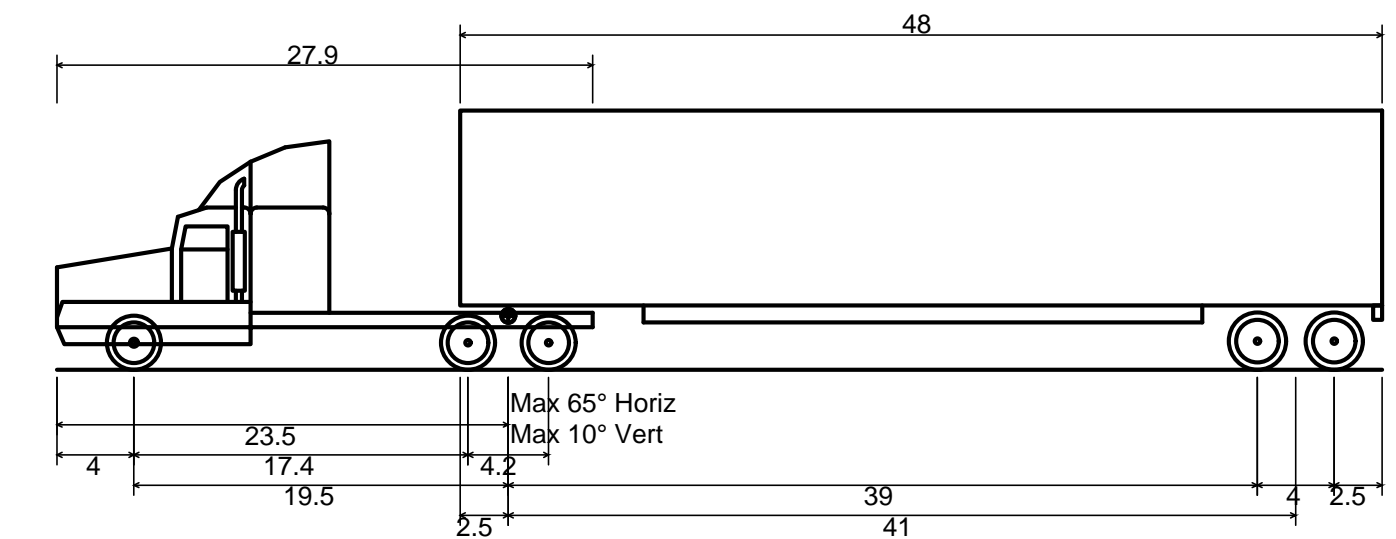
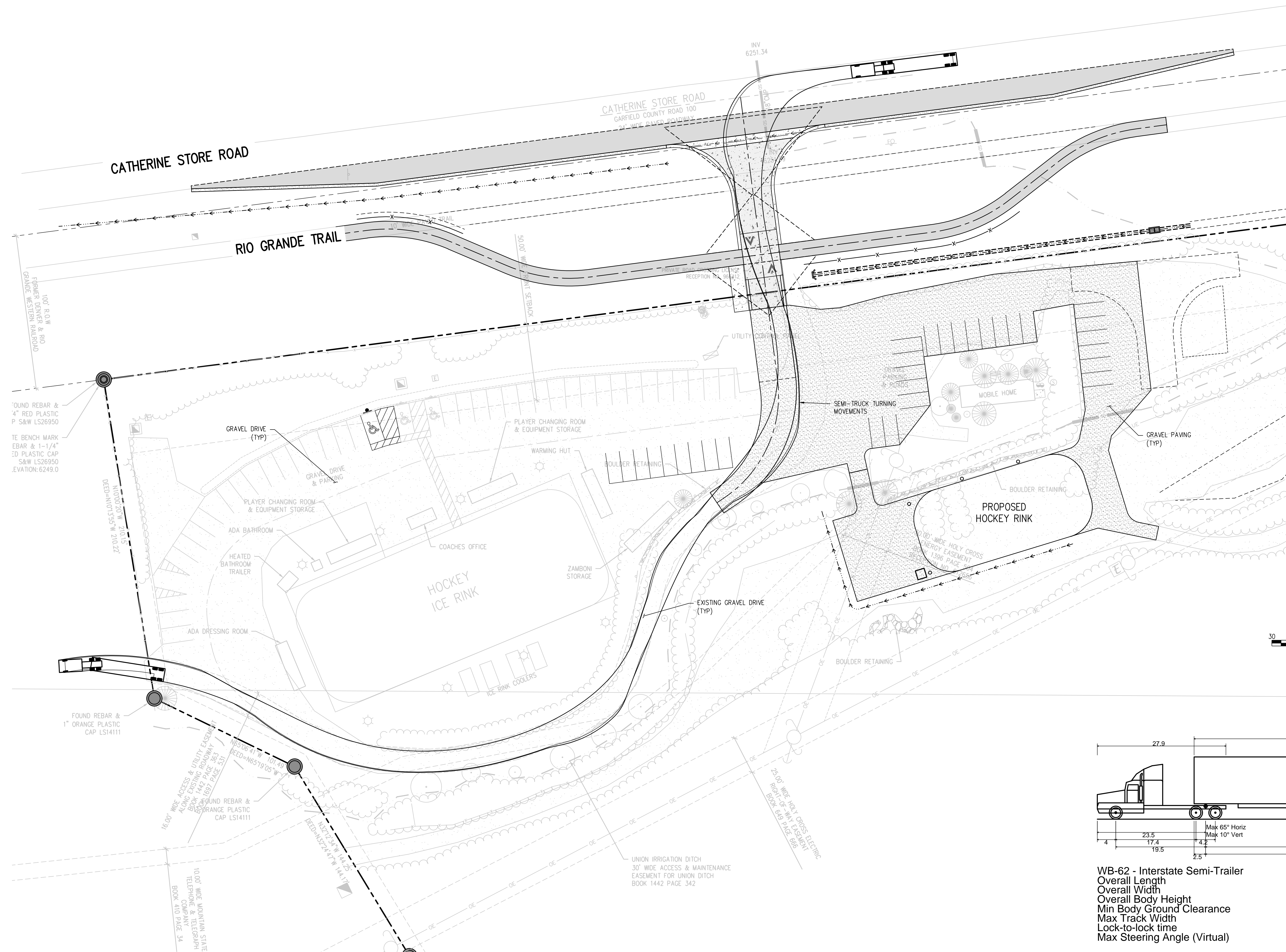


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WB-62 - Interstate Semi-Trailer
 Overall Length 69.00ft
 Overall Width 8.50ft
 Overall Body Height 13.50ft
 Min Body Ground Clearance 1.334ft
 Max Track Width 8.50ft
 Lock-to-lock time 6.00s
 Max Steering Angle (Virtual) 28.40°

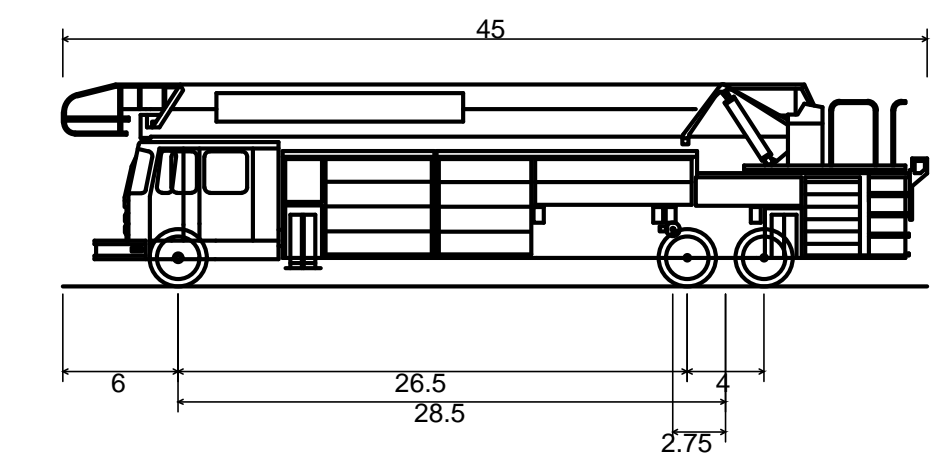
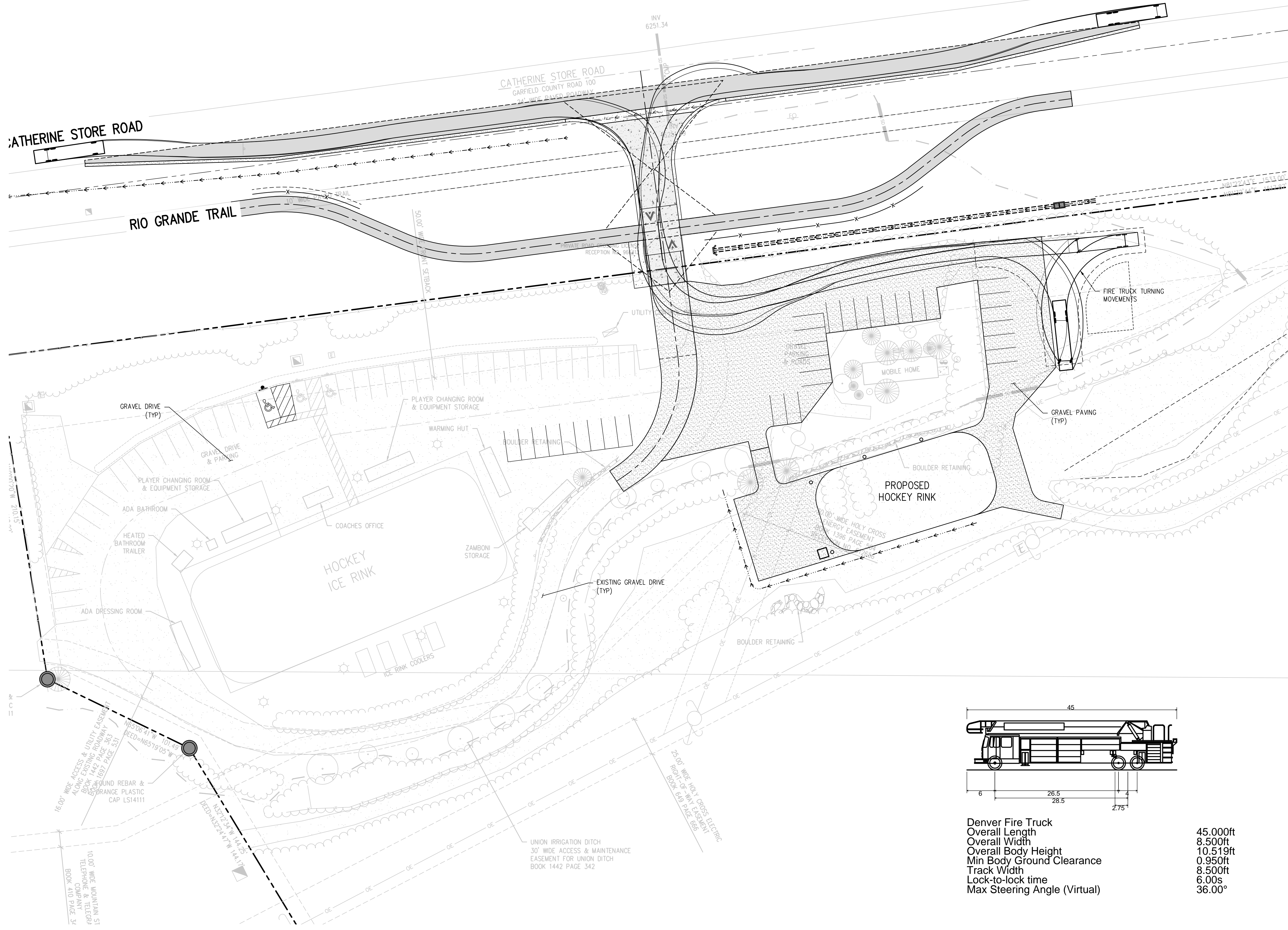
NO.	DATE	DESIGNED BY	DESCRIPTION

DESIGNED BY: QDH
 DRAWN BY: QDH
 CHECKED BY: JLS
 JOB #: 3635.1c
 DATE: AUGUST 4, 2023
 © JVA, INC.

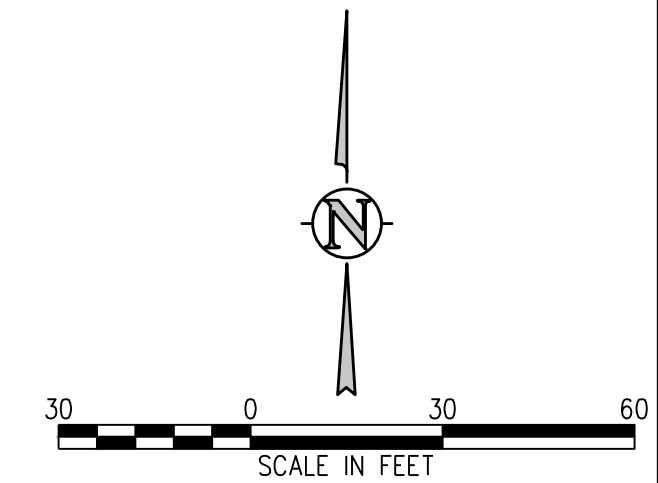
COLORADO EXTREME
 YOUTH HOCKEY FACILITY
 CARBONDALE, COLORADO
 VEHICLE TURNING SIMULATION

SHEET NO.
C4.1

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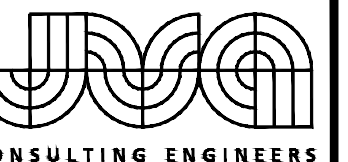


Denver Fire Truck	
Overall Length	45.000ft
Overall Width	8.500ft
Overall Body Height	10.519ft
Min Body Ground Clearance	0.950ft
Track Width	8.500ft
Lock-to-lock time	6.00s
Max Steering Angle (Virtual)	36.00°

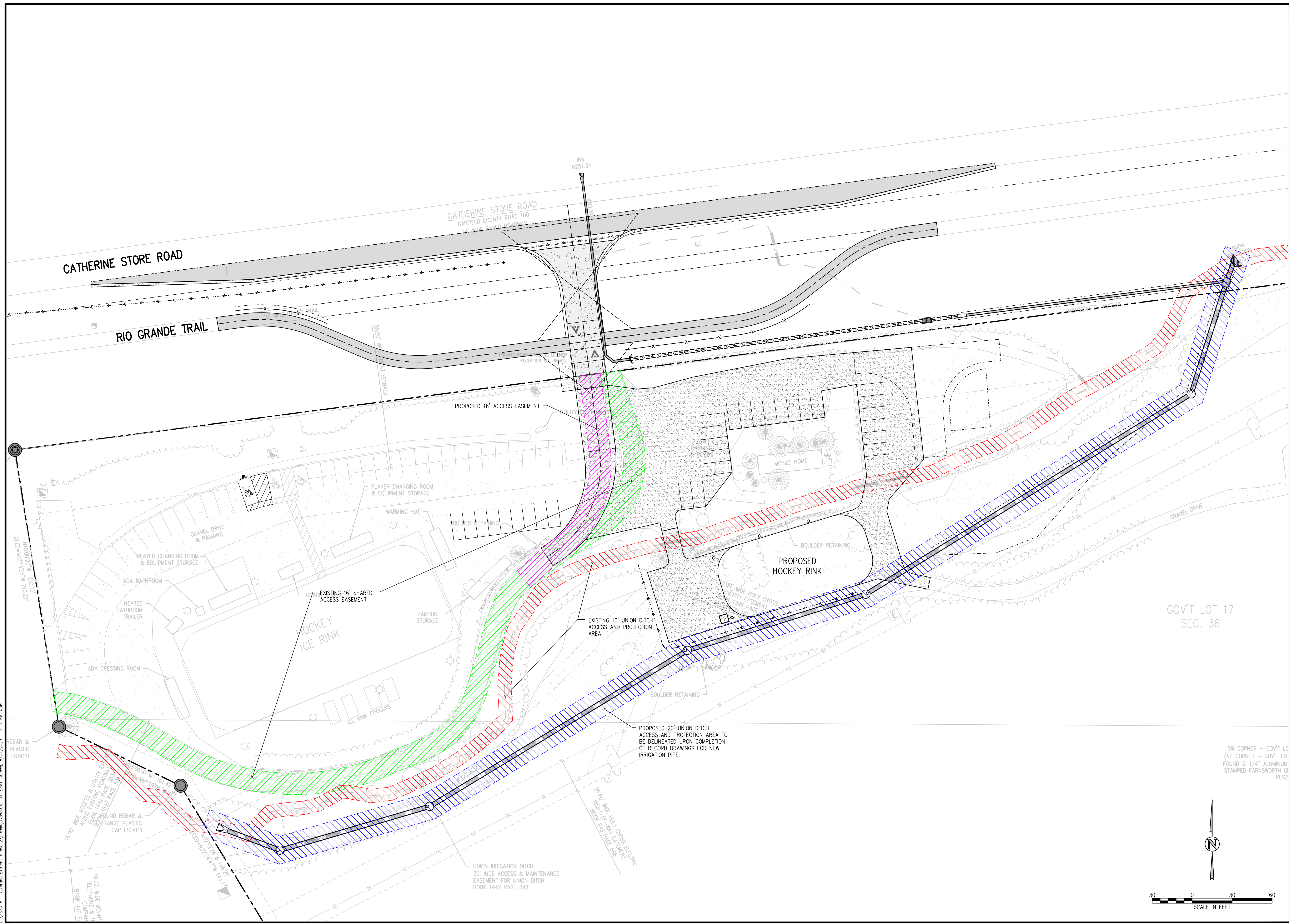


DESIGNED BY: QDH DRAWN BY: QDH CHECKED BY: JLS JOB #: 3635.1c DATE: AUGUST 4, 2023 © JVA, INC.	REVISION DESCRIPTION NO. DATE DESD DWN
COLORADO EXTREME YOUTH HOCKEY FACILITY CARBONDALE, COLORADO	
VEHICLE TURNING SIMULATION	
SHEET NO. C4.2	

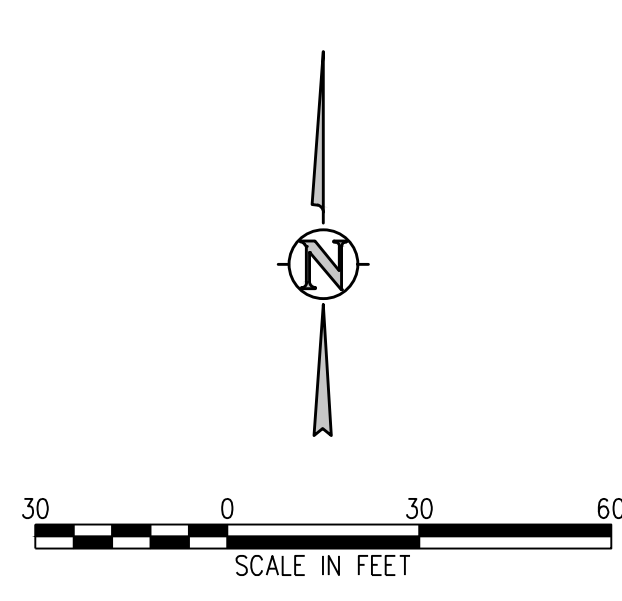
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GOV'T LOT 17
SEC. 36



NO.	DATE	DES'D	DWN	REVISION DESCRIPTION

DESIGNED BY: QDH
DRAWN BY: QDH
CHECKED BY: JLS
JOB #: 3635.1c
DATE: AUGUST 4, 2023
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**COLORADO EXTREME
YOUTH HOCKEY FACILITY
CARBONDALE, COLORADO**

SITE EASEMENTS

SHEET NO.
C6.0

G:\3635.1c - Colorado Extreme Phase 2\Drawings\3635.1c-04-ESM-00.dwg, 8/04/2023 - 3:14 PM, QDH

SW CORNER - GOV'T LOT 17 (NE CORNER - GOV'T LOT 18) FOUND 3-1/4" ALUMINUM STAMPED FARNSWORTH'S PLS.

REBAR & PLASTIC LST14111
16.00' WIDE ACCESS & UTILITY EASEMENT ALONG EXISTING ROADWAY TO BOUND REBAR & PLASTIC CAP LST14111
10.00' WIDE MOUNT TELEPHONE & TV CABLE COMP. BOOK 410 P. 11
16.00' WIDE ACCESS & UTILITY EASEMENT ALONG EXISTING ROADWAY TO BOUND REBAR & PLASTIC CAP LST14111
10.00' WIDE MOUNT TELEPHONE & TV CABLE COMP. BOOK 410 P. 11

UNION IRRIGATION DITCH 30' WIDE ACCESS & MAINTENANCE EASEMENT FOR UNION DITCH BOOK 1442 PAGE 342

22.00' WIDE HOLY CROSS ELECTRIC RIGHT-OF-WAY EASEMENT BOOK 648 PAGE 668

PROPOSED 20' UNION DITCH ACCESS AND PROTECTION AREA TO BE DELINEATED UPON COMPLETION OF RECORD DRAWINGS FOR NEW IRRIGATION PIPE.

EXISTING 10' UNION DITCH ACCESS AND PROTECTION AREA

EXISTING 16' SHARED ACCESS EASEMENT

PROPOSED 16' ACCESS EASEMENT

CATHERINE STORE ROAD
GARFIELD COUNTY ROAD 100
24' WIDE BLVD. ROADWAY

CATHERINE STORE ROAD

RIO GRANDE TRAIL

PROPOSED HOCKEY RINK

HOCKEY ICE RINK

MOBILE HOME

PLAYER CHANGING ROOM & EQUIPMENT STORAGE

WARMING HUT

BOULDER RETAINING

BOULDER RETAINING

PLAYER CHANGING ROOM & EQUIPMENT STORAGE

ADA BATHROOM

HEATED BATHROOM TRAILER

ADA DRESSING ROOM

ZAMBONI STORAGE

ICE-RINK COOLERS

170' WIDE HOLY CROSS ENERGY EASEMENT 1398 PAGE 282

GRAVEL DRIVE

GRAVEL DRIVE

GRAVEL DRIVE

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GRAVEL DRIVE

Appendix E - Water Supply + Distribution Plan (4-203.M)

LRE Engineering

Since the writing of this report, Blue Mind LLC purchased the parcel to the west of the existing parcel (2393-364-00-267) which contains an additional well. We are currently coordinating with LRE to update the well-testing report to include the well located on the newly purchased lot (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.



Memorandum

To: Simon Bentley
From: Angela Schenk and Eric Mangeot, P.E.
Copy to:
Date: 6/2/2023
Project: Colorado Extreme
Subject: Blue Mind Well Pump Test and Water Quality Testing

At your request, LRE Water, Inc (LRE) analyzed the water quantity and water quality associated with the existing well located on the Blue Mind, LLC property located east of Carbondale on 2340 County Road 100 in Garfield County (Parcel No. 239131100033). A location map is included as **Figure 1**.

The Blue Mind Well was recently re-permitted for commercial use and issued a well permit by the Division of Water Resources (DWR) on October 27, 2022 (Well Permit No. 87598-F, copy attached). The well was constructed on April 7, 2003, by Shelton Drilling Company and according to the drillers log, the well was completed to an approximate depth of 51 feet. The well was constructed in boulders, sand, and gravels in the first 32 feet and penetrating the Beldon shale for the remaining 19 feet. The driller installed 7-inch perforated steel casing from 25 feet to 32 feet in the water producing zone. At the time of the well construction, static water level was 11 feet from the top of casing (TOC) and the well produced 15 gallons per minute (gpm) during a 2-hour pumping test. Additionally, LRE conducted a 4-hour constant rate pumping test on July 23, 2021 and concluded the long term yield of the well was at least 15 gpm.

LRE conducted a step-drawdown pumping test analysis on April 12, 2023 in order to further evaluate the yield of the Blue Mind Well. A step-drawdown test is designed to investigate the well performance under controlled pumping rates. The pumping rate of the well was increased from an initially low constant rate and increased to progressively higher constant rates through a sequence of intervals, or steps. The well yield results from the pumping test analysis are presented below along with the water quality results.

Pumping Test Analysis

On the morning of April 12, 2023, LRE met Levi Sherman of High Country Pump Services at the well site. A one horse power pump was installed at the bottom of the well (50.2 feet), along with a vented pressure transducer. A vented pressure transducer was

Simon Bentley
June 2, 2023
Page 2 of 4

installed at 47 feet and was set to record pressure and temperature reading every minute. LRE relied on this dataset to analyze drawdown within the well over the course of the pumping test. No flowmeter was used during the pumping test. However, the flow rates were estimated by Levi Sherman using a bucket and stopwatch with the volume pumped estimated using the estimated flow rates. A flow meter allows for higher certainty in the flow rate estimates, especially at higher rates, and provides a precise volume pumped over the pumping test. While not ideal, the bucket and stopwatch measurements did provide sufficient data to support a higher well yield as discussed later in this report.

The static water level prior to the test was measured to be 9.51 ft below the top of the well casing (TOC). On average, LRE Water calculated a pumping rate of 41.1 gpm over the 24-hour pumping period, with a maximum pumping rate of 50.0 gpm and a minimum pumping rate of 5.0 gpm.

Throughout the pumping test, the manual data collected in the field were evaluated. In particular, the drawdown was monitored in order to determine if the pumping rate could be sustained and increased to the next step of testing. The test began with an initial rate of approximately 5.0 gpm and was increased to approximately 18.8 gpm after five minutes of pumping and to 19.6 gpm after 20 minutes of pumping. The next step occurred 60 minutes after the start of the pump test and the pumping rate was increased to approximately 30 gpm. After 140 minutes from the start of the test, Levi fully opened the pump, resulting in a drawdown of approximately 29 feet. The pumping rate was estimated at 50¹ gpm and was only maintained for approximately three minutes. After this, the pumping rate was lowered to approximately 42.9 gpm and this rate was maintained throughout the remainder of the pumping test.

The maximum water level drawdown depth of 38.53 ft below TOC (29.02 feet of drawdown compared to static water levels) occurred when the pump was operated at the maximum flow rate of approximately 50 gpm. **Figure 2** graphically shows the water depth measurements that were taken both manually and electronically by the pressure transducer. The actual drawdown is shown in more detail in **Figure 3**.

In addition to monitoring the water level during the pumping test, it is equally important to monitor the recovery process. The pump and pressure transducer were therefore kept in place at the conclusion of the test. The water level in the well at the start of recovery rebounded 90% within the first minute from a depth of 11.4 feet to a depth of 1.11 feet.

¹ Estimated based on performance curve for pump. Pump was fully open and had ~50 ft of lift.



Figure 4 depicts the water level recovery in the well and demonstrates the well returned to the static water level in approximately 30 minutes after pumping ceased.

In **Figure 5**, T represents the total time since the pumping test started and T' represents the time since pumping stopped. The well reaches complete recovery at T/T' greater than 2 (48 hours / 24 hours), which means the well recovered faster than the rate at which the well was pumped. This indicates that, at the time of the test, the well completely recharged at a rate equal to or more than the 41.1 gpm average pumping rate. This conclusion is also supported by the test results shown in **Figure 3**, which demonstrates the aquifer recharging during the pumping test. In other words, the recovery data indicates that the well could be pumped at a rate higher than 41.1 gpm.

Water Quality

The Blue Mind Well was sampled for a standard suite of parameters in accordance with CDPHE Regulation No. 11 – Colorado Primary Drinking Water Regulations. Samples were analyzed by a State of Colorado certified laboratory that follows accepted industry standards and quality assurance/quality control procedures. The water quality results are tabulated in **Tables 1 and 2**. Overall, results indicate good water quality for potable consumption and use. The data indicate the only likely treatment required for the well is chlorine disinfection if the water will be used for a community or non-community water system as defined by CDPHE.

The water quality results showed elevated levels of iron and aluminum. Iron levels increased significantly, 0.015 mg/L to 0.3 mg/L, from when the well was tested on July 26, 2021.² Iron and aluminum are secondary parameters, so no treatment is required by CDPHE. Although treatment is not required, removal of iron from the water would extend the service life of the distribution pipelines and help eliminate any taste and odor concerns. LRE recommends retesting for iron and aluminum to confirm the results.

The Blue Mind Well is located in an unconfined alluvial aquifer with the screened interval beginning at a depth of 25 ft. It is anticipated that CDPHE will require a that a Groundwater Under the Influence of Surface Water (GWUDI) evaluation be completed on the well. The GWUDI evaluation occurs over six months and consists of weekly sampling from both the wells and creek. CDPHE will require additional treatment if the results of the evaluation indicate that the Roaring Fork River has a direct influence on the well.

² Aluminum was not one of the parameters previously tested.

Simon Bentley
June 2, 2023
Page 4 of 4

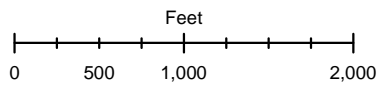
Conclusion

The results of the pumping test indicated that the Blue Mind Well can yield at least 41 gpm. The aquifer drawdown during the test was minimal compared to the available drawdown in the aquifer, and it recharged within 30 minutes demonstrating the well is recharging at a rate greater than 40 gpm. All data observations during the pump test and recovery period indicate a healthy aquifer capable of producing at least 40 gpm from the well during periods when the ditch is not operating. Lastly, the water quality results indicate good water quality for potable consumption and use.





Figure 1
Location Map
Blue Mind Well

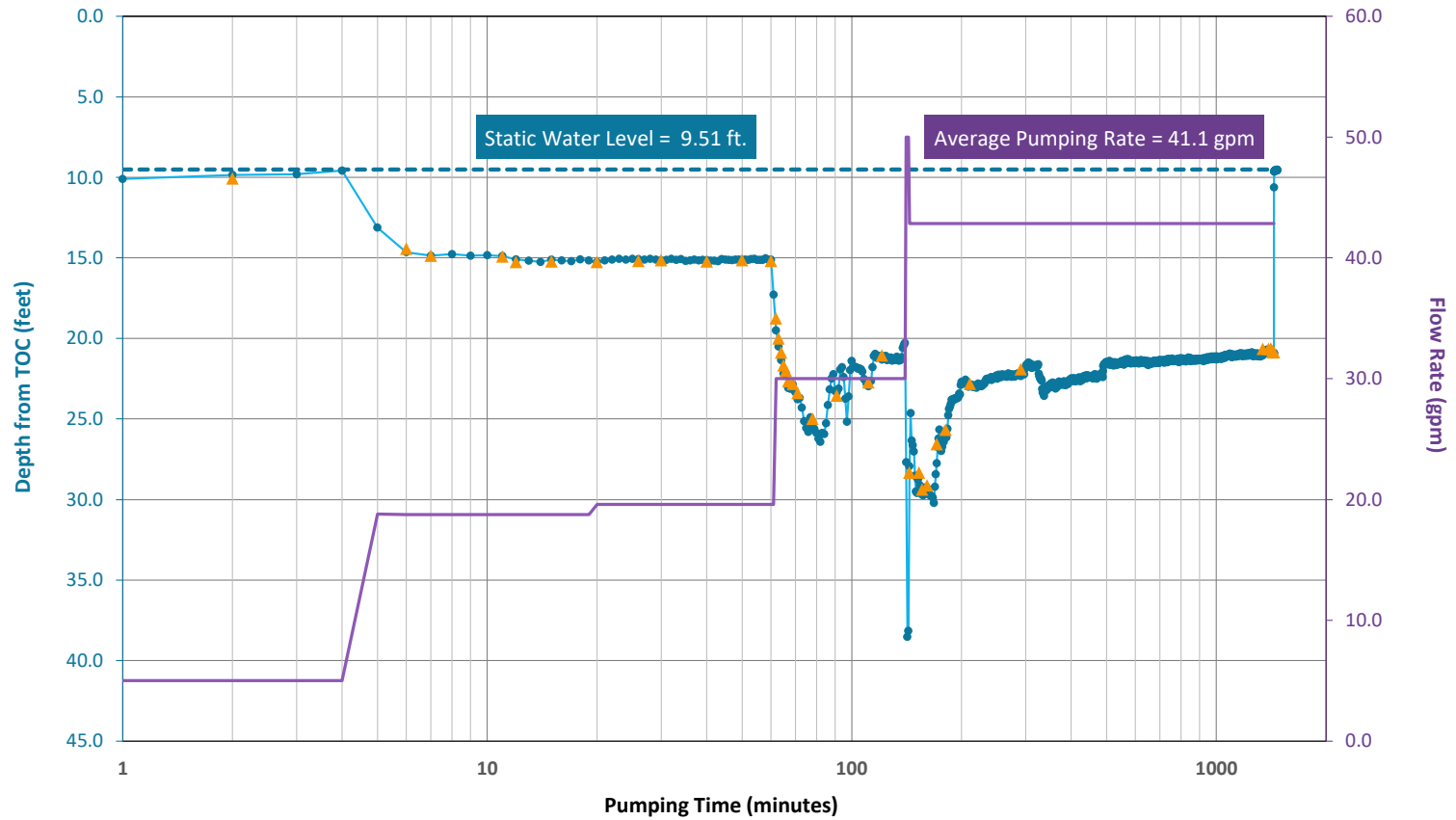


Date: 2023-06-02
 File: 21665
 Drawn: ABS
 Approved:

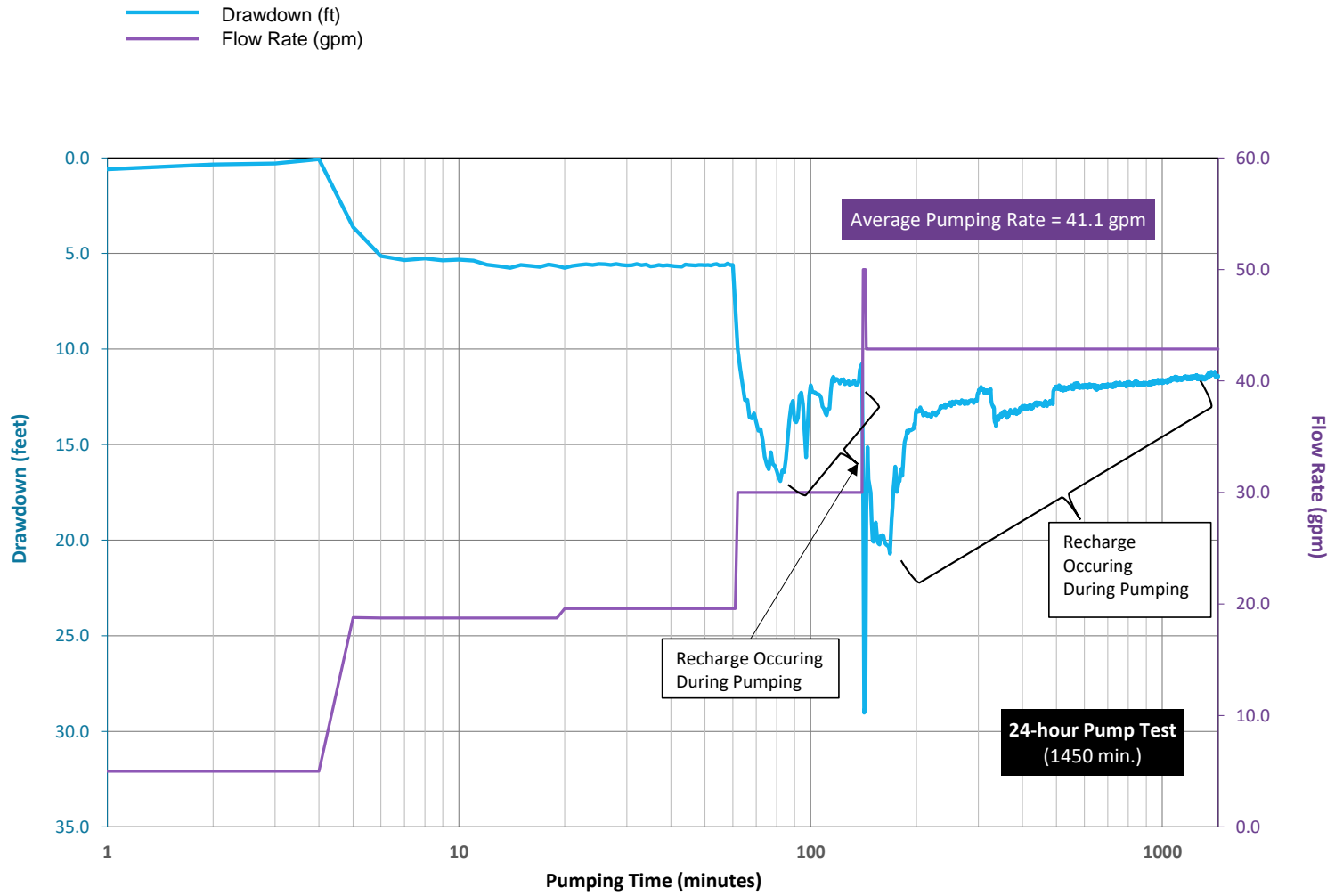
**Figure 2: Depth from Top of Casing (TOC)
Blue Mind Well**

- Static Water Level (ft)
- Depth of Water from TOC
- ▲ Manual Measurements
- Flow Rate (gpm)

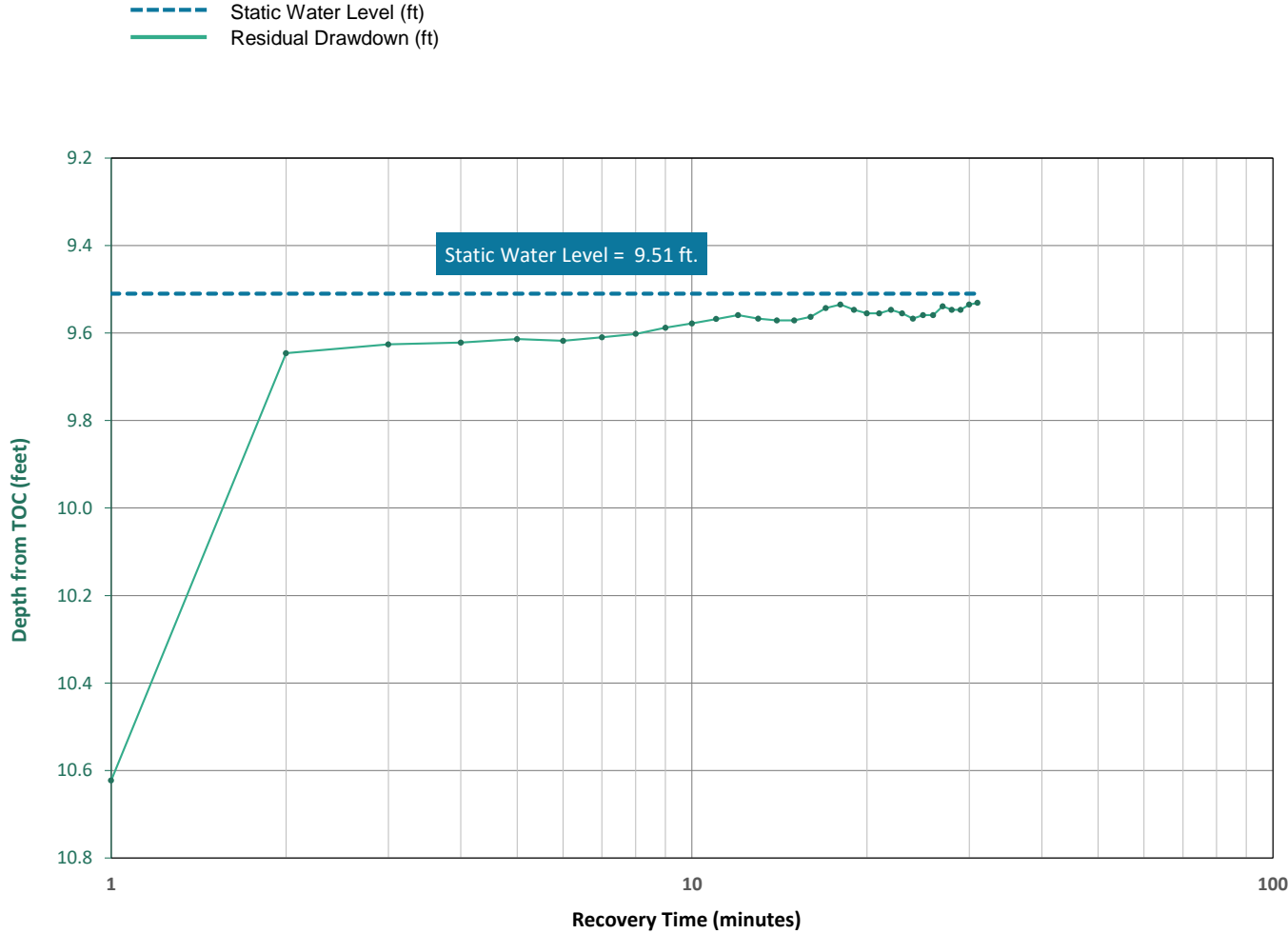
Notes: 1.) Initial Water Level = 9.51 ft. below Top of Well Casing
 2.) Final Water Level = 20.86 ft. below Top of Well Casing
 3.) Well Depth = 51.2 ft. from Top of Well Casing



**Figure 3: Drawdown Analysis
Blue Mind Well**



**Figure 4: Recovery Analysis
Blue Mind Well**



**Figure 5: Recovery Analysis
Blue Mind Well**

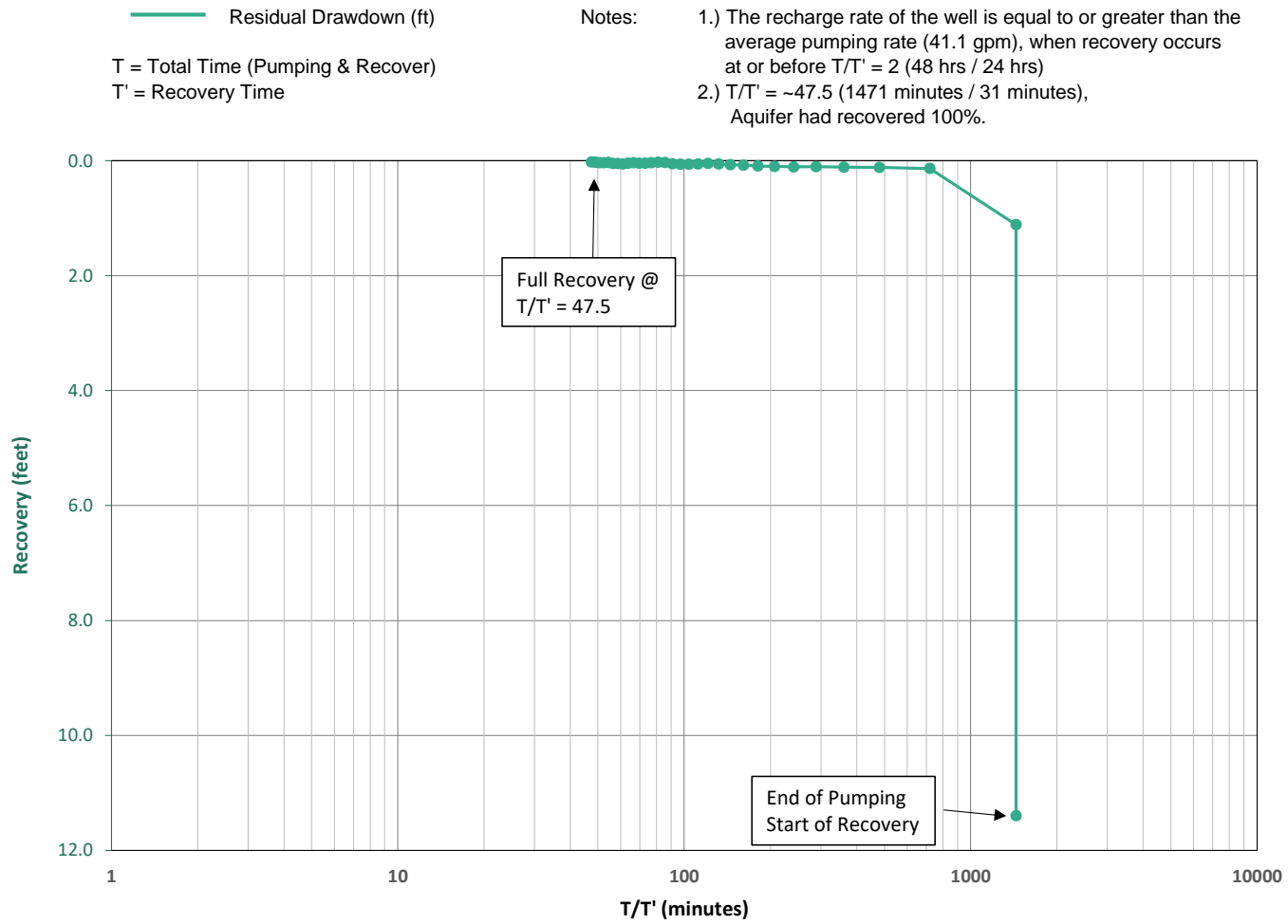


Table 1
Regulated Water Quality Parameters
Blue Mind Well - Permit No. 87598-F

Regulation 11 Constituents	Unit	MCL	Result
<u>Total Coliform Rule</u>			
Total Coliform	--		Absent
E.coli	MPN/100mL		<1
<u>Nitrate and Nitrite Rule</u>			
Nitrate - N	mg/L	10	0.14
Nitrite - N	mg/L	1	
<u>Inorganics Rule</u>			
Antimony	mg/L	0.006	ND
Arsenic	mg/L	0.01	ND
Asbestos	fibers/L	7 mil fibs/L	
Barium	mg/L	2	0.05
Beryllium	mg/L	0.004	ND
Cadmium	mg/L	0.005	ND
Chromium	mg/L	0.1	ND
Cyanide	mg/L	0.02	ND
Fluoride	mg/L	4	1.1
Mercury	mg/L	0.002	ND
Nickel	mg/L		0.002
Selenium	mg/L	0.05	ND
Thallium	mg/L	0.002	ND
Sodium	mg/L		4.1
<u>Secondary Parameters</u>			
Aluminum	mg/L	.05 - 0.2	0.3
Chloride	mg/L	250	5.9
Iron	mg/L	0.3	0.95
Manganese	mg/L	0.05	0.033
pH		6.5-8.5	7.83
Silver	mg/L	0.1	ND
Sulfate	mg/L	250	104.0
TDS	mg/L	500	321
Zinc	mg/L	5	ND
<u>Radionuclides</u>			
Gross Alpha	pCi/L	15	2.4
Gross Beta	pCi/L	15	1.5
Combined Radium	pCi/L	5	0.7
Uranium	mg/L	0.03	0.0028
<u>SOCs and VOCs (no detected compounds)</u>			

Table 2
 Additional Water Quality Parameters
 Blue Mind Well - Permit No. 87598-F

Parameter	Unit	MCL	Result
<u>Corrosivity and Hardness</u>			
Bicarbonate	mg/L as CaCO ₃		160
Carbonate	mg/L		<5.0
Total Alkalinity	mg/L as CaCO ₃		160
Total Hardness	mg/L as CaCO ₃		213.0
Calcium	mg/L		85.2
Magnesium	mg/L		12.00
<u>Additional WQ Paramters</u>			
Specific Conductance	umhos/cm		544
Sodium Adsorption Ratio	Calc	4	0.116
Hydrogen Sulfide			ND
Nitrogen, Ammonia	mg/L		0.090
Langelier Index	--		0.50

Water Supply + Distribution Plan (4-203.M)

Colorado Division of Water Resources - Commercial Well Permit

 	COLORADO Division of Water Resources Department of Natural Resources	WELL PERMIT NUMBER	87598-F
		RECEIPT NUMBER	10024624

ORIGINAL PERMIT APPLICANT(S)

BLUE MIND, LLC (SHELDON WOLITSKI)

APPROVED WELL LOCATION

Water Division: 5 Water District: 38
 Designated Basin: N/A
 Management District: N/A
 County: GARFIELD
 Parcel Name: N/A
 Physical Address: 2340 COUNTY ROAD 100 CARBONDALE,
 CO 81623

SE 1/4 SE 1/4 Section 36 Township 7.0 S Range 88.0 W Sixth P.M.

UTM COORDINATES (Meters, Zone:13, NAD83)

Easting: 313651.0 Northing: 4363223.0

PERMIT TO USE AN EXISTING WELL

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT
CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-137(2) for the expansion of use of a well constructed under permit no. 245829 and later re-permitted under permit no. 86473-F, on the condition that this well is operated as an alternate point of diversion to the Basalt Conduit (if applicable per decree) and in accordance with one or more of the augmentation plans approved by the Div. 5 Water Court for the Basalt Water Conservancy District in Case Nos. 87CW0155, 93CW0319, 98CW0026/98CW0089, 01CW0305, & 02CW0077 (and Case No. 10CW0047 if in Area A-3 as described in decree), or operating pursuant to an approved substitute water supply plan. If this well is not operated in accordance with the terms of said decree(s) or SWSP, it will be subject to administration including orders to cease diverting water. BWCD contract #775a.
- 4) Issuance of permit no. 86473-F canceled permit no. 245829. Permit no. 86473-F has been canceled by order of the State Engineer.
- 5) The use of ground water from this well is limited to maintenance on an outdoor ice rink, commercial use (105 gallons per day) and the irrigation of not more than 22,000 square feet of home gardens and lawns.
- 6) The pumping rate of this well shall not exceed 15 GPM.
- 7) The annual withdrawal of ground water from this well shall not exceed 1.866 acre-foot.
- 8) The return flow from the use of this well must be through either a central treatment system, a septic tank and leach field system, or an evaporative system, whichever does not exceed the amount specified in the Basalt contract.
- 9) The owner shall mark the well in a conspicuous location with well permit number(s), name of the aquifer, and court case number(s) as appropriate. The owner shall take necessary means and precautions to preserve these markings.
- 10) This well shall be located not more than 200 feet from the location specified on this permit.
- 11) A totalizing flow meter must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer upon request.

NOTE: Parcel Identification Number (PIN): 239336400267

WELL PERMIT NUMBER 87598-F

RECEIPT NUMBER 10024624



Issued By GEOFFREY DAVIS

Date Issued: 10/27/2022

Expiration Date: N/A

PERMIT HISTORY

08-11-2022 CHANGE IN OWNER NAME/MAILING ADDRESS. CHANGED TO BLUE MIND, LLC (SHELDON WOLITSKI)

Water Supply + Distribution Plan (4-203.M)

Colorado Division of Water Resources - Commercial Well Permit

 	COLORADO Division of Water Resources Department of Natural Resources	WELL PERMIT NUMBER 245825-
		RECEIPT NUMBER 9501307

ORIGINAL PERMIT APPLICANT(S)

H P. HANSEN

APPROVED WELL LOCATION

Water Division: 5 Water District: 38
 Designated Basin: N/A
 Management District: N/A
 County: GARFIELD
 Parcel Name: N/A
 Physical Address: N/A

SE 1/4 SE 1/4 Section 36 Township 7.0 S Range 88.0 W Sixth P.M.

UTM COORDINATES (Meters, Zone:13, NAD83)

Easting: 313446.5 Northing: 4363128.0

ISSUANCE OF THIS PERMIT DOES NOT CONFER A WATER RIGHT
CONDITIONS OF APPROVAL

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-92-602(3)(b)(II)(A) as the only well on a tract of land of 35.03 acres described as that portion of Sec. 36, Twp. 7 S, Rng. 88 W, and Sec. 1, Twp. 8 S, Rng. 88 W, Sixth P.M., Garfield County, more particularly described on the attached exhibit A.
- 4) The use of ground water from this well is limited to fire protection, ordinary household purposes inside not more than three (3) single family dwellings, the irrigation of not more than one (1) acre of home gardens and lawns, and the watering of domestic animals.
- 5) The maximum pumping rate of this well shall not exceed 15 GPM.
- 6) The return flow from the use of this well must be through an individual waste water disposal system of the non-evaporative type where the water is returned to the same stream system in which the well is located.
- 7) This well shall be constructed not more than 200 feet from the location specified on this permit.

See Original Permit	Date Issued: 11/15/2002
_____ Issued By	Expiration Date: 11/15/2004

PERMIT HISTORY

02-06-2024 CHANGE IN OWNER NAME/MAILING ADDRESS. CHANGED TO BLUE MIND, LLC (SHELDON WOLITSKI)

Basalt Water Conservancy District (BWCD) Agreement

BASALT WATER CONSERVANCY DISTRICT
Contract No. 775a

WHEREAS, the Basalt Water Conservancy District ("District") granted Water Allotment Contract No. 775 dated September 14, 2021, ("Contract") to Nordic Gardens Land Fund, LLC for 0.033 cubic feet of water per second from the District's direct flow rights and 1.5 acre feet of storage or other augmentation water owned or controlled by the District to serve certain property located in Garfield County, Colorado, which lands are described on Exhibit A attached hereto; and

WHEREAS, by Consent dated July 15, 2022, the District approved assignment of the Contract to Blue Mind, LLC, a Colorado limited liability company (the "Applicant"); and

WHEREAS, the Applicant has requested that the Contract be amended to increase the volume of storage or other augmentation water allotted thereunder from 1.5 to 1.7 acre feet.

WHEREFORE, the Contract shall be and hereby is amended to provide that the Applicant 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 per year of storage or other augmentation water owned or controlled by the District. Applicant shall restrict actual diversions and consumptive use under this Contract to these amounts. The Contract amount is based on the water requirements table attached hereto as Exhibit B, which shall replace any and all water use or allocation schedules previously associated with this contract. Any further increase or change in the water requirements to be served by the District will require an amendment to the subject contract.

The Amendment is made subject to the following conditions:

1. Any and all conditions imposed upon the release and diversion of water allotted hereunder in any water rights plan of augmentation or other water rights decree of the Water Court for Water Division No. 5, including Case No. 02CW77, shall be incorporated herein as a condition of approval of this contract. Granting of this allotment contract does not constitute the District's representation that the Applicant will receive a well permit or water rights decree for the land to be benefited hereby.

2. PAYMENT: Applicant shall pay annually for the water service described herein at a price to be fixed annually by the Board of Directors of the District for such service. Payment of the annual fee shall be made, in full, within fifteen (15) days after the date of a notice from the District that the payment is due. Said notice will advise the Applicant, among other things, of the water delivery year to which the payment shall apply and the price which is applicable to that year. If a payment is not made by the due date, a late fee of \$50 (or other amount as the Board may set from time to time) will be assessed and final written notice of the delinquent account and late fee assessment will be sent by the District to the Applicant at Applicant's address set forth in the Assignment attached. If payment is not made within thirty (30) days after said final written notice, the District may, at its option, elect to terminate all of the

Applicant's right, title, or interest under this Contract, in which event the water right allotted hereunder may be transferred, leased or otherwise disposed of by the District at the discretion of its Board of Directors.

3. NOTICE. Applicant states this Contract will address the water requirements of the initial phase of the development. Applicant shall provide notice to the District on or prior to one year of the approval of this Contract by the Board, the notice of which shall provide Applicant's estimated water requirements for the final development plans. This notice requirement shall renew annually until Applicant files an amendment to this Contract to meet the water requirements of the final development, or until Applicant informs the District that no amendment is required to meet the water requirements of the final development.

4. WELL PERMIT: If Applicant intends to divert through a well, then Applicant must provide to District a copy of Applicant's valid well permit before the District is obligated to deliver any water hereunder, and it is the Applicant's continuous duty to maintain a valid well permit. Applicant shall also comply with all restrictions and limitations set forth in the well permit obtained from the Colorado Division of Water Resources. Applicant must comply with the well-spacing requirements set forth in C.R.S. § 37-90-137, as amended, if applicable. Compliance with said statutory well-spacing criteria shall be an express condition of the extension of service hereunder, and the District shall in no way be liable for an Applicant's failure to comply. Applicant agrees to mark the well in a conspicuous place with the permit number.

5. MEASURING DEVICE OR METER: Applicant agrees to provide, at its own expense, a totalizing flow meter with remote readout to continuously and accurately measure at all times all water diverted pursuant to the terms of Applicant's water right and the terms of this Contract. On or before November 15 of each year, Applicant will provide accurate readings from such device or meter (recorded on a monthly basis for the period November 1 through October 31 of each year) to District, the Division Engineer and Water Commissioner. Applicant acknowledges that failure to comply with this paragraph could result in legal action to terminate Applicant's diversion of water by the State of Colorado Division of Water Resources. By signing this Contract, Applicant hereby specifically allows District, through its authorized agent, to enter upon Applicant's property during ordinary business hours for the purposes of determining Applicant's actual use of water.

6. COMPLIANCE WITH SECTION 404 OF THE CLEAN WATER ACT. Applicant shall comply with Section 404 of the Clean Water Act and consult with the Army Corps of Engineers to complete any Section 404 compliance that may be required as a result of the construction of any facilities necessary to use contract water.

7. CONTRACT TERMINATION:

A. By District:

1. The District may terminate this Contract for any violation or breach of the terms of this Contract by Applicant, or Applicant's breach of any other contract with the District.

2. The District may terminate this Contract if, in its discretion, any judicial or administrative proceedings initiated by Applicant threaten the District's authority to contract for delivery or use of the District's water rights, or threaten the District's permits, water rights, or other interests of the District.

B. By Applicant:

1. Applicant may terminate this Contract in its entirety for any reason by notifying the District in writing of the termination on or before April 1. Notice by said date will prevent the Applicant's liability for the next annual contract charge.

Except as herein expressly amended and modified, said Water Allotment Contract shall be and remain in full force and effect.

Dated this 26 day of September, 2022.

BLUE MIND, LLC,
a Colorado limited liability company

By: S
Sheldon Wolitski, Manager

STATE OF COLORADO)
) ss
COUNTY OF EAGLE)

The above and foregoing document was acknowledged before me this 26 day of September, 2022, by Sheldon Wolitski as Manager of Blue Mind, LLC, a Colorado limited liability company.


Witness my hand and official seal.
My commission expires:

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

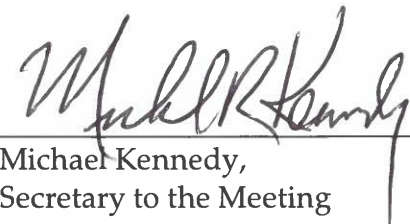
Janelle Wolitski
Notary Public

The foregoing Amendment to Water Allotment Contract is approved by the Board of Directors of the Basalt Water Conservancy District on this 13th day of September 2022.

BASALT WATER CONSERVANCY DISTRICT

By: 

Gary D. Knaus, President

Attest:
By: 

Michael Kennedy,
Secretary to the Meeting

EXHIBIT A

Legal Description

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, 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.

EXHIBIT B

Water User :	Blue Mind, LLC
Analysis Date :	August 3, 2022
District Area :	A-4
Source Series:	4
Maximum Demand:	15.0 (GPM)
	0.033 (CFS)

BASALT WATER CONSERVANCY DISTRICT
WATER REQUIREMENTS
(acre feet)
BWCD Contract 775 Amendment

Month	Total Demand				(6) TOTAL	Consumptive Use				(11) Livestock	(12)* TOTAL	(13)* Delayed Depletions	(14) Source of Aug/Replace
	(1) Domestic In-house	(2) Ice Rink (Outdoor)	(3) Lawn Irrigation	(4) Commercial Use		(5) Livestock	(7) Domestic In-house	(8) Ice Rink (Outdoor)	(9) Lawn Irrigation				
January	0.000	0.055	0.000	0.010	0.065	0.000	0.055	0.000	0.001	0.000	0.063	0.059	GNM
February	0.000	0.044	0.000	0.009	0.053	0.000	0.044	0.000	0.001	0.000	0.051	0.055	GNM
March	0.000	0.055	0.000	0.010	0.065	0.000	0.055	0.000	0.001	0.000	0.063	0.055	GNM
April	0.000	0.000	0.049	0.010	0.059	0.000	0.000	0.039	0.001	0.000	0.045	0.055	GNM
May	0.000	0.000	0.245	0.010	0.255	0.000	0.000	0.196	0.001	0.000	0.220	0.153	GNM
June	0.000	0.000	0.305	0.010	0.315	0.000	0.000	0.244	0.001	0.000	0.273	0.256	GNM
July	0.000	0.000	0.291	0.010	0.301	0.000	0.000	0.233	0.001	0.000	0.261	0.273	GNM
August	0.000	0.000	0.178	0.010	0.188	0.000	0.000	0.142	0.001	0.000	0.160	0.209	GNM
September	0.000	0.000	0.162	0.010	0.172	0.000	0.000	0.130	0.001	0.000	0.146	0.164	GNM
October	0.000	0.164	0.058	0.010	0.232	0.000	0.164	0.046	0.001	0.000	0.236	0.185	GNM
November	0.000	0.086	0.000	0.010	0.096	0.000	0.086	0.000	0.001	0.000	0.097	0.136	GNM
December	0.000	0.055	0.000	0.010	0.065	0.000	0.055	0.000	0.001	0.000	0.063	0.074	GNM
TOTALS →	0.000	0.460	1.289	0.118	1.866	0.000	0.460	1.031	0.018	0.000	1.676	1.676	GNM

Area A-4
Existing Well - Permit No. 86473-F
Roaring Fork River
Individual Glover

Assumptions	
(1) NUMBER OF RESIDENCES	0
# persons/residence	3.5
# gallons/person/day	100
(2) Commercial/Other Demand (af) For Outdoor Ice Rink	0.460 AF
(3) Sq. Ft. of Lawn Irrigated Lawn Application Rate (af/ac)	22 000 1.289
(4) Commercial Use	0.3 EQR
(5) # of Livestock @ 11 gals/day	0
(6) % CU for Ice Rink (outdoor use)	100
(7) % CU for Domestic/Commercial	15
(8) % Lawn Irrig. Efficiency Consumption of Irrig. (af/ac)	80
(9) % Crop Irrig. Efficiency Consumption of Irrig. (af/ac)	1.031
(10) Elevation (feet)	80
(11) Total Includes 5% Transit Loss 10% from Green Mtn.	0.000
(12) (13)	6260

BARGAIN AND SALE DEED AND ASSIGNMENT

NORDIC GARDENS LAND FUND, LLC, a Colorado limited liability company whose address is 652 Melissa Lane, Carbondale, CO 81623 (“Grantor”), for good and valuable consideration, sells, conveys, and assigns to **BLUE MIND, LLC**, a Colorado limited liability company whose address is 201 Main St., Suite 301, Carbondale, CO 81623 (“Grantee”), all of Grantor’s right, title, and interest in and to the real and personal property, together with improvements, in the County of Garfield, State of Colorado, described as follows:

Any and all water and water rights, ditch and ditch rights, well and well rights, and water conveyance and storage structures appurtenant to, used upon, or historically associated with the real property described in the attached Exhibit A (the “Real Property”), including, but not limited to, the following specifically described interests:

- A. 0.12 c.f.s. in the Union Ditch, being a proportionate interest in Priority No. 265-A, decreed in Civil Action 2864, Garfield County District Court, for 9.94 c.f.s., with an appropriation date of April 20, 1884, and Priority No. 301, decreed in Civil Action 3082, Garfield County District Court, for 21.56 c.f.s., with an appropriation date of April 20, 1890;
- B. Basalt Water Conservancy District Water Allotment Contract No. 775; and
- C. State Engineer’s Office Well Permit No. 86473-F.

Together with all appurtenances, reversions, and remainders.

Dated this 1 day of August, 2022.

[signatures on following page]



64165038

EXHIBIT A
(Legal Description of the Real Property)

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, 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;

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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.

977716 08/01/2022 02:10:18 PM Page 1 of 2
Jean Alberico, Garfield County, Colorado
Rec Fee: \$18.00 Doc Fee: \$0.00 eRecorded

MEMORANDUM OF WATER ALLOTMENT CONTRACT

STATE OF Colorado)
) ss.
COUNTY OF Zagala)

KNOW ALL MEN BY THESE PRESENTS:

That, on the 1st day of August, 2022, Water Allotment Contract No. 775a ("Contract") was entered into between the Basalt Water Conservancy District ("District") and Blue Mind, LLC, a Colorado limited liability company ("Owner"), the owner of the real property located in Garfield County, Colorado and described on Exhibit A attached hereto ("Property") whereby the District granted the Owner the right to beneficially use water or water rights owned, leased, or hereafter acquired by the District on such real property.

The Contract is subject to various conditions and obligations, including an annual fee to the District, and which may also include well permit requirements of the Colorado Division of Water Resources and Water Court approval of an augmentation plan or substitute supply plan. Assignment of the Contract to subsequent owners of the Property requires the District's consent and owner's payment of an assignment fee.

Inquiries may be directed to: Basalt Water Conservancy District, c/o Christopher L. Geiger, Balcomb & Green, P.C., P.O. Drawer 790, Glenwood Springs, Colorado 81602; telephone: (970) 945-6546; fax: (970) 945-8902.

This Memorandum is subject to the terms and provisions of the Contract which are incorporated herein by this reference. Upon recording, this Memorandum shall constitute notice, to bona fide purchasers, of the Contract affecting the above-described Property.

OWNER:
BLUE MIND, LLC,
a Colorado limited liability company

Date: 8/1/22

By: [Signature]
Sheldon Wolitski, Managing Member SW
Manager

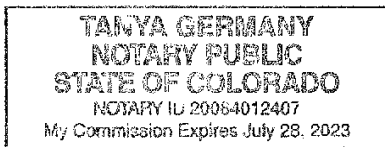
ACKNOWLEDGEMENT

STATE OF Colorado)
) ss.
COUNTY OF Zagala)

The foregoing instrument was acknowledged before me this 1 day of August, 2022, by Sheldon Wolitski as Managing Member of Blue Mind, LLC, a Colorado limited liability company.

WITNESS my hand and official seal.
My commission expires: 7-28-23

[Signature]
Notary Public



[Stamp]
After recording, please return to:
Basalt Water Conservancy District
c/o Balcomb & Green, P.C.
P.O. Drawer 790
Glenwood Springs, CO 81602

Appendix F - 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 of this application.

Garfield County

Road and Bridge Department
0298 CR 333A
Rifle, CO 81650

Phone-(970)625-8601 Fax- (970)625-8627



Invoice

Driveway Permit Number: GRB23-D-8

Invoice Date: 8/15/2023

Bill To: Blue Mind, LLC
5190 Upper Cattle Creek Road
Carbondale, CO 81623

\$75.00 per Driveway Permit.

Driveway Permit Fee:	\$75.00
----------------------	---------

Total Due:	\$75.00
------------	---------

Thank You!

Please sign & return.

Thank You



Application for Driveway Permit

Person Obtaining Permit: Blue Mind, LLC

Application Date: 8/15/2023

County Road Number: 100

District: Glenwood

Permit Number: GRB23-D-8

Termination Date: 11/13/2023

Inspector: Wyatt Keesbery

hereby requests permission and authority from the Board of County Commissioners to construct a driveway approach (es) on the right-of-way off of County Road, 100, 100' +/- North of 2340 CR 100, located on the South side of road for the purpose of obtaining access to property.

Applicant submits herewith for the consideration and approval of the Board of County Commissioners, a sketch of the proposed installation showing all the necessary specification detail including:

1. Frontage of lot along road.
2. Distance from centerline of road to property line.
3. Number of driveways requested
4. Width of proposed driveways and angle of approach.
5. Distance from driveway to road intersection, if any.
6. Size and shape of area separating driveways if more than one approach.
7. Setback distance of building(s) and other structure improvements.
8. No unloading of equipment on county road, any damage caused to county road will be repaired at subdivision expense.
9. Responsible for two years from the date of completion.

General Provisions

- 1) The applicant represents all parties in interest, and affirms that the driveway approach (es) is to be constructed by him for the bona fide purpose of securing access to his property and not for the purpose of doing business or servicing vehicles on the road right of way.
- 2) The applicant shall furnish all labor and materials, perform all work, and pay all costs in connection with the construction of the driveway(s). All work shall be completed within ninety (90) days of the permit date.
- 3) The type of construction shall be as designated and/or approved by the Board of County Commissioners or their representative and all materials used shall be of satisfactory quality and subject to inspection and approval of the Board of County Commissioners or their representative.
- 4) The traveling public shall be protected during the installation with proper warning signs and signals and the Board of County Commissioners and their duly appointed agents and employee shall be held harmless against any action for personal injury or property damage sustained by any reason of the exercise of the Permit.
- 5) The Applicant shall assume responsibility for the removal or clearance of snow, ice, or sleet upon any portion of the driveway approach (es) even though deposited on the driveway(s) in the course of the County snow removal operations.
- 6) In the event it becomes necessary to remove any right-of-way fence, the posts on either side of the entrance shall be surely braced before the fence is cut to prevent any slacking of the remaining fence and all posts and wire removed shall be turned over to the District Road Supervisor of the Board of County Commissioners.

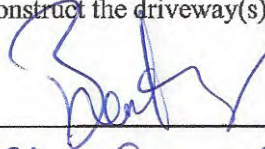
- 7) No revisions or additions shall be made to the driveway(s) or its appurtenances on the right-of-way without written permission of the Board of County Commissioners.
- 8) Provisions and specifications outlined herein shall apply on all roads under the jurisdiction of the Board of County Commissioners of Garfield County, Colorado, and the Specifications, set forth on the attached hereof and incorporated herein as conditions hereof.
- 9) **Final inspection of driveway will be required upon completion and must be approved by person issuing permit or representative of person issuing permit.**

The inspection and sign off must be done prior to any CO from the Building and Planning Department being issued.

Special Conditions:

- 1. Driveway Width- 60ft
- 2. Culvert required? False Size: NA by NA
- 3. Asphalt or concrete pad required? True Size of pad: 30ft Wide x 10ft long x 4in thick
- 4. Gravel portion required? True Length: 100ft
- 5. Trees, brush and/or fence need to be removed for visibility? True
- 6. Distance and Direction: 660'
- 7. Certified Traffic Control Required? True
- 8. Work zone signs required? True
- 9. Stop sign required at entrance to County Road.

In signing this application and upon receiving authorization and permission to install the driveway approach (es) described herein the Applicant signifies that he has read, understands and accepts the foregoing provisions and conditions and agrees to construct the driveway(s) in accordance with the accompanying specification plan reviewed and approved by the Board of County Commissioners.


Signed: 

Address: 2340 COUNTY ROAD 100

Telephone Number: 970.309.9151

Permit granted 8/15/2023, subject to the provisions, specifications and conditions stipulated herein.

For Board of County Commissioners' of Garfield County, Colorado:


 Representative of Garfield County Road and Bridge Signature

Nicholas DiFrank

From: Bill Gavette <gavette@carbondalearg>
Sent: Wednesday, June 14, 2023 3:33 PM
To: ghartmann@garfield-county.com
Cc: Karl Oliver; Paul Herr; Simon Bentley; J.R. Spung (jspung@jvavja.com)
Subject: Colorado Extreme Hockey - County Road 100

Hi Glenn,

We met last week with Simon Bentley and J. R. Spung to review a proposal for an additional outdoor ice rink along with access improvements to the property entrance off County Road 100.

The proposed access to the property for emergency apparatus is acceptable. We have no issues with the proposals.

Best Regards,



Bill Gavette
Deputy Chief

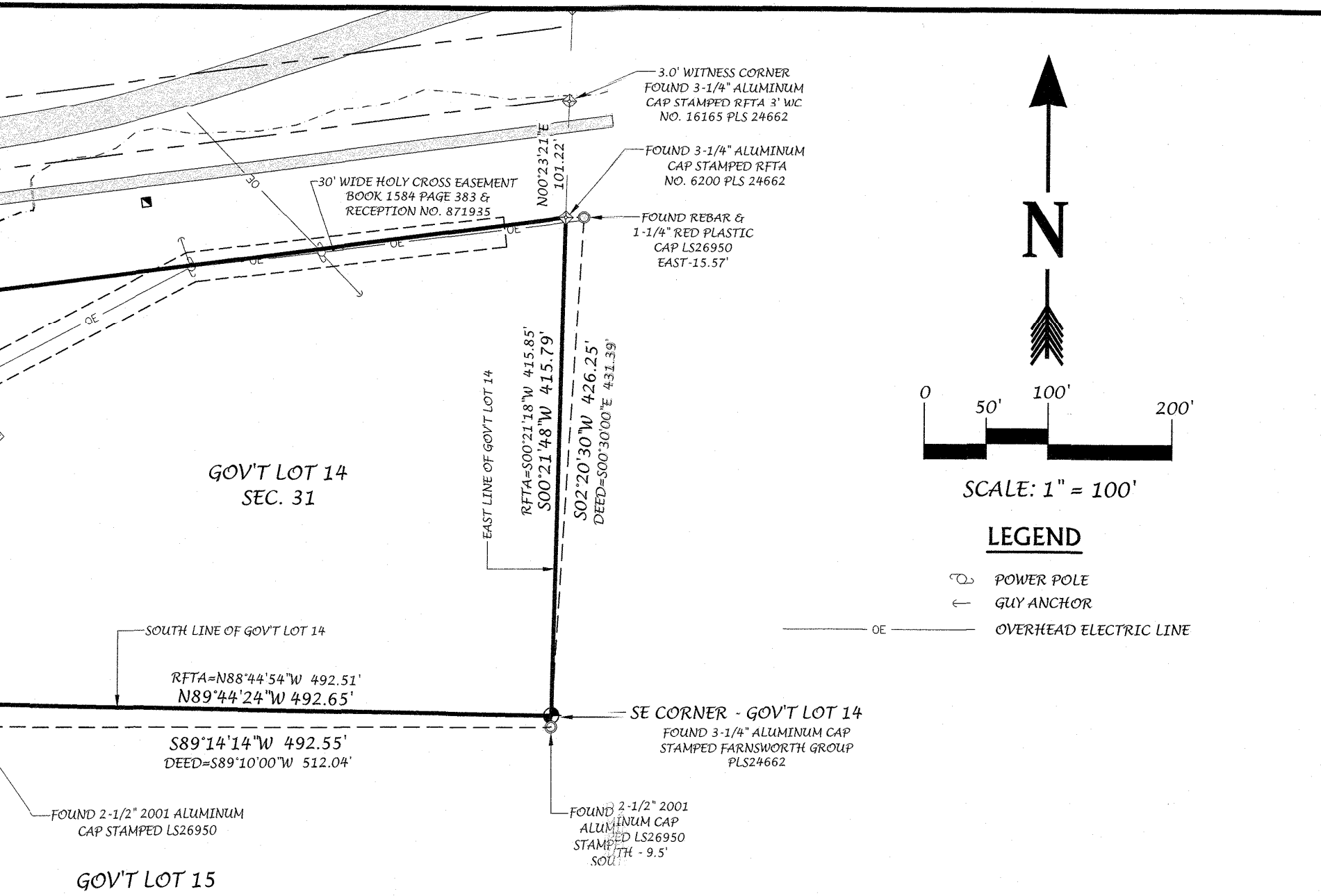
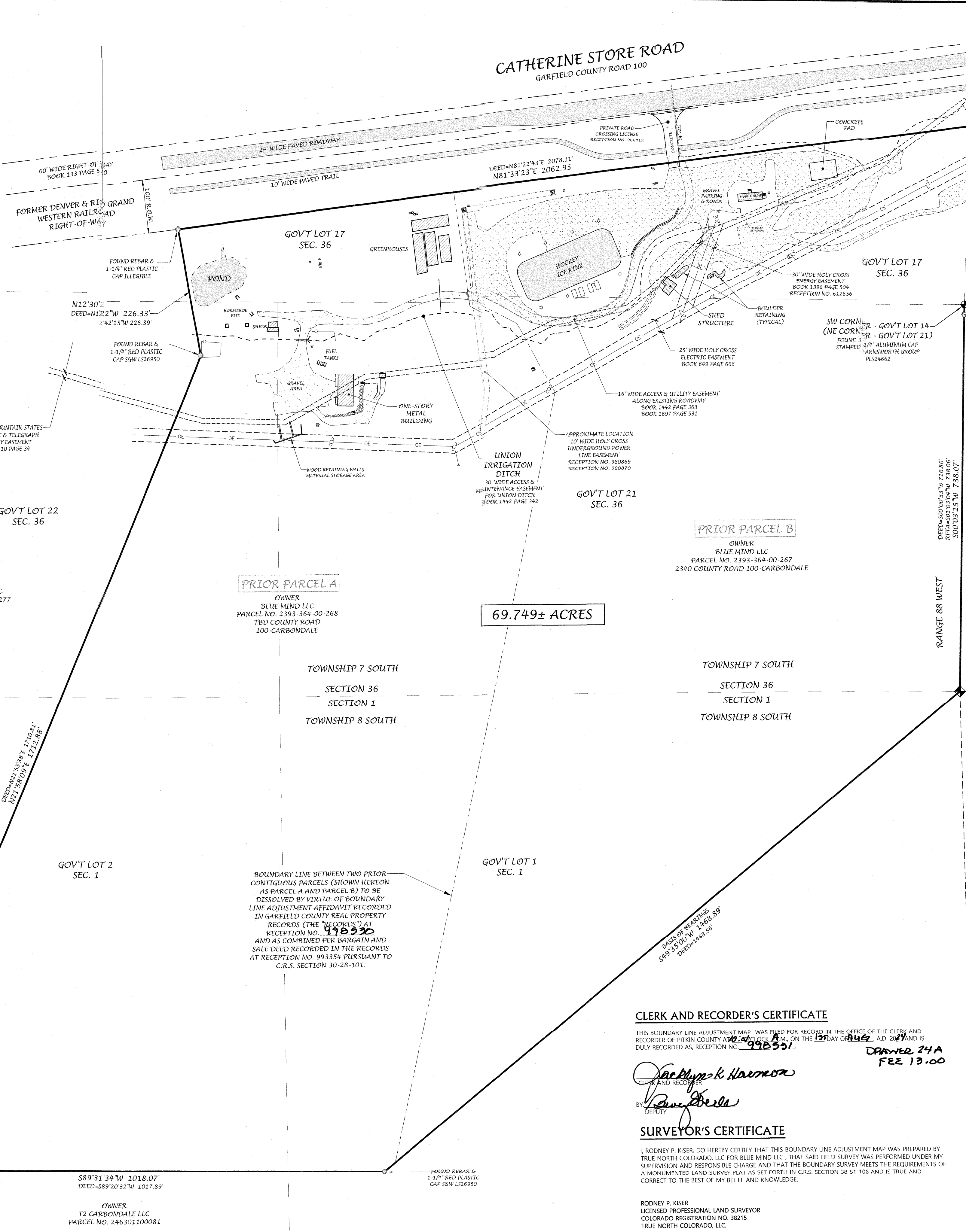
Carbondale & Rural Fire Protection District

300 Meadowood Drive
Carbondale, CO 81623
970-963-2491 Main
970-963-0569 Fax

www.carbondalearg

NOTES:

1. BASIS OF BEARINGS FOR THIS SURVEY IS A BEARING OF S49°30'00"W PER WARRANTY DEED RECEPTION NO. 679661 BETWEEN THE NE CORNER OF SECTION 1, A FOUND 3-1/4" 1924 GLO BRASS CAP AND A FOUND REBAR & 1-1/4" RED PLASTIC CAP S&W LS26950 AS SHOWN HEREON.
2. DATE OF FIELD SURVEY: APRIL 2021, JUNE & JULY 2022, MARCH, APRIL & MAY 2023.
3. LINEAR UNITS USED TO PERFORM THIS SURVEY WERE U.S. SURVEY FEET.
4. THIS SURVEY IS BASED ON WARRANTY DEED RECEPTION NO. 621994, RAILROAD ROW SURVEY PREPARED BY FARNSWORTH GROUP DATED: DECEMBER 5, 2008 RECORDED AS LAND SURVEY PLAT NO. 789 IN THE GARFIELD COUNTY SURVEYOR'S OFFICE, BARGAIN AND SALE DEED RECEPTION NO. 993354 AND CORNERS FOUND IN PLACE AS SHOWN HEREON.
5. THIS BOUNDARY LINE ADJUSTMENT MAP DOES NOT CONSTITUTE A TITLE SEARCH BY TRUE NORTH COLORADO, LLC FOR ALL INFORMATION REGARDING EASEMENT, RIGHTS-OF-WAY AND/OR TITLE OF RECORD, TRUE NORTH COLORADO, LLC. RELIED UPON TITLE COMMITMENT ORDER NO. BAR64005107-6 ISSUED BY LAND TITLE GUARANTEE COMPANY, EFFECTIVE DATE: JANUARY 5, 2024. PLOTTABLE EASEMENTS ARE SHOWN HEREON.



BLUE MIND LLC
BOUNDARY LINE ADJUSTMENT MAP
 PARCEL OF LAND SITUATED IN GOVERNMENT LOTS 17, 21 & 22
 SECTION 36, GOVERNMENT LOT 14, SECTION 31
 TOWNSHIP 7 SOUTH, RANGE 88 WEST, 6TH P.M.
 GOVERNMENT LOTS 1 & 2, SECTION 1
 TOWNSHIP 8 SOUTH, RANGE 88 WEST, 6TH P.M.
 COUNTY OF GARFIELD, STATE OF COLORADO
 PARCEL NO. 2393-364-00-268 & PARCEL NO. 2393-364-00-267

LEGAL DESCRIPTION OF NEW COMBINED PARCEL:
 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°30'00"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 RAILROAD, 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 PL524662; 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 PL524662; THENCE N89°44'24"W ALONG THE SOUTH LINE OF SAID LOT 14 A DISTANCE OF 492.55 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 PL524662; 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 P. KISER
 LICENSED PROFESSIONAL LAND SURVEYOR
 COLORADO REGISTRATION NO. 38215
 TRUE NORTH COLORADO, LLC ON JANUARY 29, 2024

THIS LEGAL DESCRIPTION COMBINES THESE PRIOR 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 RAILROAD 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°22'48" E. A DISTANCE OF 545.11 FEET; THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY S. 10°15'57" 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 1017.88 FEET; THENCE N. 27°55'58" E. A DISTANCE OF 1710.81 FEET; THENCE N. 12°42'15" W. A DISTANCE OF 208.39 FEET TO THE POINT OF BEGINNING.

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 AND IN GOVERNMENT LOT 14, SECTION 31, 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, ALSO BEING THE NORTHEAST CORNER OF SAID GOVERNMENT LOT 1, AND BEING THE SOUTHWEST 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' 27" W. A DISTANCE OF 144.17 FEET; THENCE N. 65 DEGREES 19' 05" W. A DISTANCE OF 101.49 FEET; THENCE N. 10 DEGREES 15' 55" W. A DISTANCE OF 210.22 FEET; TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF THE DENVER AND RIO GRAND WESTERN RAILROAD; THENCE ALONG SAID SOUTHERLY RIGHT-OF-WAY N. 81 DEGREES 22' 48" E. A DISTANCE OF 545.11 FEET TO A POINT ON THE EAST LINE OF SAID LOT 14, THENCE ALONG SAID EAST LINE S. 00 DEGREES 21' 00" E. A DISTANCE OF 415.79 FEET TO THE SOUTHWEST CORNER OF SAID LOT 14; THENCE ALONG THE SOUTH LINE OF SAID LOT 14 S. 89 DEGREES 20' 32" W. A DISTANCE OF 1017.88 FEET; THENCE N. 27 DEGREES 55' 58" E. A DISTANCE OF 1710.81 FEET; THENCE N. 12 DEGREES 42' 15" W. A DISTANCE OF 208.39 FEET TO THE POINT OF BEGINNING.

COUNTY OF GARFIELD
 STATE OF COLORADO

CLERK AND RECORDER'S CERTIFICATE
 THIS BOUNDARY LINE ADJUSTMENT MAP WAS FILED FOR RECORD IN THE OFFICE OF THE CLERK AND RECORDER OF PITKIN COUNTY AT 10:04 CLOCK A.M. ON THE 13 DAY OF APRIL, A.D. 2024 AND IS DULY RECORDED AS: RECEPTION NO. 998551

BY: *[Signature]*
 DEPUTY
 DRAWER 24A
 FEE 13.00

SURVEYOR'S CERTIFICATE
 I, RODNEY P. KISER, DO HEREBY CERTIFY THAT THIS BOUNDARY LINE ADJUSTMENT MAP WAS PREPARED BY TRUE NORTH COLORADO, LLC FOR BLUE MIND LLC, THAT SAID FIELD SURVEY WAS PERFORMED UNDER MY SUPERVISION AND RESPONSIBLE CHARGE AND THAT THE BOUNDARY SURVEY MEETS THE REQUIREMENTS OF A MONUMENTED LAND SURVEY PLAT AS SET FORTH IN C.R.S. SECTION 38-1-106 AND IS TRUE AND CORRECT TO THE BEST OF MY BELIEF AND KNOWLEDGE.

RODNEY P. KISER
 LICENSED PROFESSIONAL LAND SURVEYOR
 COLORADO REGISTRATION NO. 38215
 TRUE NORTH COLORADO, LLC

TRUE NORTH
 COLORADO
 A LAND SURVEYING AND MAPPING COMPANY

BLUE MIND, LLC
 IMPROVEMENT SURVEY PLAT
 2340 COUNTY ROAD 100 - CARBONDALE
 COUNTY OF GARFIELD - STATE OF COLORADO

TRUE NORTH COLORADO LLC.
 A LAND SURVEYING AND MAPPING COMPANY
 P.O. BOX 614 - 386 MAIN STREET UNIT 3
 NEW CASTLE, COLORADO 81647
 (970) 984-0474
 www.truenorthcolorado.com

PROJECT NO: 2022-228	DRAWN RPK	SHEET 1 OF 1
DATE: June 5, 2024	SURVEYED JKT-GBL-TMB	

998551

NOTICE: ACCORDING TO COLORADO STATUTE, THIS SURVEY COMMENCES AND COMMENCES ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF CERTIFICATION SHOWN HEREON.



BOUNDARY LINE ADJUSTMENT AFFIDAVIT

The undersigned affiant being first sworn upon thereof, deposes and states as follows:

- 1) The undersigned, **Blue Mind, LLC, a Colorado limited liability company** ("Owner") is the owner of the following real properties in the unincorporated area of Garfield County:
 - a) **Parcel A:** per Special Warranty Deed recorded in the real property records of Garfield County, Colorado (the "Records") on February 6, 2024 at Reception No. 993351; and
 - b) **Parcel B:** per Special Warranty Deed recorded August 1, 2022 in the Records at Reception No. 977714. Parcel A and Parcel B are sometimes referred to herein collectively as the "Parcels".
- 2) Parcel A and Parcel B are contiguous, 35-acre parcels, with Parcel A located to the West of, and adjacent to, Parcel B.
- 3) On February 7, 2024, Owner recorded a new Bargain and Sale Deed in the Records at Reception No. 993354 (the "Bargain and Sale Deed"), which memorialized pursuant to C.R.S. 30-28-101(10)(c)(VIII) the combination of the two, contiguous 35-acre exempt Parcels into a new, larger, approximately 70-acre exempt parcel. The Bargain and Sale Deed is attached as Exhibit A and incorporated herein by this reference and contains the new legal description for the combined Parcels in Exhibit B to the Bargain and Sale Deed.
- 4) Owner is now desirous of adjusting the boundary lines of the Parcels in Garfield County, to remove the boundary line between the two Parcels and to sign this Affidavit in accordance with the Garfield County Land Use and Development Code.
- 5) Said combined parcel is legally described on Exhibit B which is attached hereto and incorporated herein by reference.
- 4) We hereby represent that no new parcels or lots will be created and therefore, that Garfield County will not be required to issue any building permits, other than what it would be required to issue for the already existing parcels or lots.
- 5) We hereby represent that none of the Parcels or lots involved in this boundary line adjustment are part of a previously platted subdivision of record. If one of the lots to be amended is a lot in a previously recorded subdivision, then a Final Plat Amendment is required which is more fully defined in article 5 of the Garfield County Land Use and Development Code.
- 6) We hereby represent that the boundary line adjustment made reference to herein will not cause the loss of access by road or to utilities, to any parcel or lot involved.
- 7) We hereby represent that the boundary line adjustment being made will not result in any of the parcels or lots involved being less than the minimum lot size in their applicable zone district allowed as a result of the boundary line adjustment or create any non-conforming setbacks for any existing structures.
- 8) We hereby represent that a copy of the Affidavit will be recorded with the Garfield County Clerk and Recorder.

{A0215458-1}



{A0214659-1}



Reception#: 998530
 08/01/2024 10:01:03 AM Jacklyn K. Harmon
 2 of 10 Rec Fee: \$58.00 Doc Fee: 0.00 GARFIELD COUNTY CO

FURTHER AFFIANTS SAYETH NOT.

EXECUTED this 30th day of July, 2024.

OWNER:

Blue Mind, LLC,
 a Colorado limited liability company

By: [Signature]
 Sheldon Wolitski, its Manager, by Cheryl
 Velasquez, Attorney-in-Fact

STATE OF COLORADO)

)ss

COUNTY OF BAILEY)

The foregoing document was subscribed and sworn to before me this 30th day of July
 2024, by Cheryl Velasquez, Attorney-in -Fact for Sheldon Wolitski, the Manager of Blue Mind, LLC, a
 Colorado limited liability company.

My Commission Expires: 01-31-2028

[Signature]
 Notary Public

130 Robinson St Basalt CO 81621.
 Address

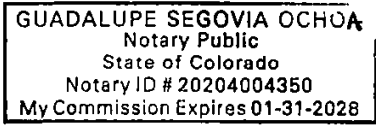


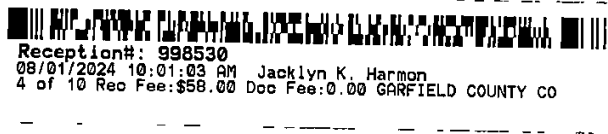
EXHIBIT A

(Bargain and Sale Deed,
including legal description
of the combined Parcels)

[see attached.]

Reception#: 998530
08/01/2024 10:01:03 AM Jacklyn K. Harmon
3 of 10 Rec Fee:\$58.00 Doc Fee:0.00 GARFIELD COUNTY CO

993354 02/07/2024 08:12:17 AM Page 1 of 5
Jacklyn K. Harmon, Garfield County, Colorado
Rec Fee: \$33.00 Doc Fee: \$0.00 eRecorded



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.]*



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: Sheldon Wolitski
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

Chad White
Notary Public



993354 02/07/2024 08:12:17 AM Page 3 of 5
 Jacklyn K. Harmon, Garfield County, Colorado
 Rec Fee: \$33.00 Doc Fee: \$0.00 eRecorded

Reception#: 998530
 08/01/2024 10:01:03 AM Jacklyn K. Harmon
 6 of 10 Rec Fee: \$58.00 Doc Fee: 0.00 GARFIELD COUNTY CO

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



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.

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

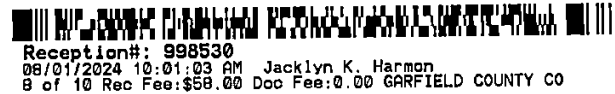


Exhibit B
(Legal Description of the Property)

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

EXHIBIT B

(Legal Description of Combined Parcels)

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:

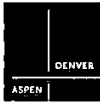
RODNEY KISER,

LICENSED PROFESSIONAL LAND SURVEYOR

COLORADO REGISTRATION #38215

TRUE NORTH COLORADO, LLC ON JANUARY 29, 2024.


 Reception#: 998530
 08/01/2024 10:01:03 AM Jacklyn K. Harmon
 10 of 10 Rec Fee:\$58.00 Doc Fee:0.00 GARFIELD COUNTY CO



WAAS CAMPBELL RIVERA
 JOHNSON & VELASQUEZ

Cheryl A. Velasquez
 970.544.4612
 velasquez@wcrlegal.com

July 30, 2024

Via Electronic Mail: clawrence@garfield-county.com

Mr. Casey Lawrence
 Garfield County Assessor's Office
 109 8th St., Suite 209
 Glenwood Springs, CO 81601

Re: Boundary Adjustment Plat for Blue Mind, LLC

Dear Casey:

Our firm represents Blue Mind, LLC ("Blue Mind"). Enclosed is a Boundary Line Adjustment Map, together with an Affidavit of Boundary Line Adjustment.

As we have discussed, Blue Mind is the owner of two, 35+ acre, contiguous parcels, including: (a) Parcel A (Garfield County Parcel No. 2393-364-00-268); and (b) Parcel B (Garfield County Parcel No. 2393-364-00-267). Parcel A and Parcel B are sometimes referred to herein collectively as the "Parcels" and individually as a "Parcel".

On February 7, 2024, Blue Mind recorded a new Bargain and Sale Deed in the Records at Reception No. 993354 (the "Bargain and Sale Deed"), which memorialized pursuant to C.R.S. 30-28-101(10)(c)(VIII) the combination of the two, contiguous 35-acre exempt Parcels into a new, larger, approximately 70-acre exempt Parcel.

You have requested that Blue Mind submit the attached Boundary Line Adjustment Map and the Affidavit of Boundary Line Adjustment to adjust and remove the "interior boundary" between the two parcels in the Garfield County Assessor's records and to satisfy the County's community development department that the Parcels have been combined prior to submitting further land use applications. Accordingly, and to satisfy your request, attached is the Boundary Line Adjustment Map together with the Affidavit of Boundary Line Adjustment.

Thank you for your assistance with this matter. Please let me know if you have any questions.

Sincerely,



Cheryl A. Velasquez
 for
 WAAS CAMPBELL RIVERA
 JOHNSON & VELASQUEZ LLP

No exhibit attached at time of recording

POWER OF ATTORNEY

Know All Persons by These Presents, that BLUE MIND, LLC, a Colorado limited liability company ("Appointer"), hereby makes, constitutes and appoints CHERYL VELASQUEZ as Appointer's true and lawful attorney-in-fact with full power and authority to act in Appointer's name and on Appointer's behalf with respect to the following subjects:

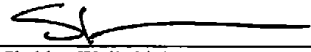
To take any and all actions and to execute and deliver any and all documents, agreements, instruments or other writings, as may be necessary, incidental, or desirable in connection with the submittal of a Boundary Line Adjustment Map and Boundary Line Adjustment Affidavit to Garfield, County, Colorado, related to certain real property located in Garfield County, Colorado, more particularly described on Exhibit A of this Power of Attorney, including, without limitation, the execution of the Boundary Line Adjustment Map Mylar and the Boundary Line Adjustment Affidavit, and all related documents.

Appointer hereby ratifies, confirms and approves each and every act of said attorney-in-fact taken in conformity with this Power of Attorney.

This Power of Attorney shall be effective until revoked in writing, such revocation to be delivered to the attorney-in-fact named above. Everyone dealing with said attorney-in-fact shall be entitled to rely upon the certificate of such attorney-in-fact to the effect that his power is in effect and has not been revoked.

In witness whereof, Appointer has executed this Power of Attorney on this 25 day of July, 2024.

BLUE MIND, LLC,
 a Colorado limited liability company

By: 
 Sheldon Wolitski, its Manager

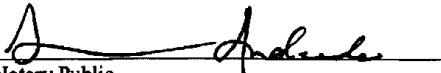
STATE OF Florida)
) ss:
 COUNTY OF Wade)

The foregoing instrument was acknowledged before me this 25 day of July, 2024, by Sheldon Wolitski, the Manager of BLUE MIND, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: March 6, 2027




 Notary Public

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: 11.13.2024
Project: 2340 County Road 100
Owner: Blue Mind, LLC
Parcel #: 2393-364-00-278
Subject: Land Use Application for Temporary Outdoor Recreation Facility – Ditch Easement Recording

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 Sheldon Wolitski's attorney update the existing ditch easement and have it recorded for the combined parcel of land included in this permit application.

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

Sincerely,



Jason Jaynes

Principal

DITCH MODIFICATION AGREEMENT AND GRANT OF EASEMENT

This Agreement is dated this _____ day of _____ 2023, by and between the **Blue Mind LLC**, (“Blue Mind”), and **Fritz Anthes, Aspen Valley Land Trust, Jim Bingham, Rick Cheney, Chris Dominick, Victor Kapelli, Bob Myers, Tim Nieslanik, Victor and Fran Padilla, Carter and Sophie Schlumberger, Town of Carbondale, Kurt Treede, and United States Forest Service**, (“Ditch Owners”). Blue Mind and Ditch Owners shall be jointly referred to as the “Parties.”

Recitals:

A. The Union Ditch is an unincorporated ditch (the “Ditch”) located in Garfield County, Colorado.

B. Ditch Owners own the easement, structure and appurtenances for the Ditch.

C. Blue Mind also owns water rights in the Ditch and an interest in the easement, structure and appurtenances for the Ditch.

D. Blue Mind owns certain real property located near Carbondale, Colorado, in Garfield County, which is more particularly described in **Exhibit “A”** .

E. Blue Mind desires to construct improvements in a segment of the Ditch structure. These improvements may include, but are not limited to, relocating the Ditch through Blue Mind’s Property, placing a section of the Ditch through Blue Mind’s Property in an underground pipe, and installation of a diversion box with slide gates (the “Improvements”).

F. Ditch Owners are willing to allow Blue Mind to construct the Improvements in the Ditch in accordance with the terms and conditions of this Agreement.

In consideration of the mutual covenants in this Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. PREAMBLE. The Parties recognize that the Ditch easement and structure rights are valuable property rights, which must be protected from harm that may result from Blue Mind’s construction of the Improvements within the Ditch easement. The Parties further recognize that this Agreement establishes contract duties, rights, and remedies for the purpose of protecting property rights in the Ditch easement, structure, and water rights and it is the Parties’ express expectation that the Improvements be constructed, and ultimately function, in a safe and proper manner so as to accomplish the purposes of this Agreement.

2. APPROVAL OF IMPROVEMENTS AND CHANGES THERETO. Ditch Owners have approved the plans to realign and construct improvements in the Ditch that are shown on the JVA Consulting Engineers Site Plan drawings for the Improvements, dated _____, 2023, as attached as **Exhibit “B”**. Exhibit B is referred to as the “Improvement Plans,” and forms a material basis for this Agreement. Ditch Owners reserve the right to review, approve, disapprove, or approve with conditions, any proposed changes, updates, modifications, or revisions to **Exhibit “B”** constituting the Improvement Plans, and any such changes and

6. GRANT OF EASEMENT. Blue Mind acknowledges that Ditch Owners own a 20 foot-wide non-exclusive easement, being 10 feet-wide from each side of the Ditch centerline in its current location, across Blue Mind's Property for the purposes of accessing (including ingress and egress), inspecting, operating, using, cleaning, maintaining, repairing, improving, and replacing the Ditch as reasonably necessary and conveying water and water rights through the Ditch. Upon completion of the Improvements, Blue Mind will obtain a survey of the relocated Ditch across its property, which survey will be attached to this Agreement and re-recorded in the Garfield County real estate records to evidence the Ditch Owners' ditch easement in the relocated location. The relocated ditch easement will be 20-feet in width from the centerline of the relocated ditch.

7. INDEMNITY. Blue Mind expressly agrees to indemnify and hold harmless Ditch Owners from any and all liability and personal or property injury or damages due to improper construction, use, maintenance or repair of the Improvements by Blue Mind within the Ditch easement; any and all liability, damages, or property or personal injury proximately caused by or resulting from the Improvements on Blue Mind's Property; and any liability or damage resulting from flooding, erosion, sedimentation, blockage, or other malfunction of the Ditch resulting from improper construction, use, maintenance or repair of the Improvements by Blue Mind within the Ditch easement. Ditch Owners shall promptly notify Blue Mind in the event that any action, claim or lawsuit occurs for which Ditch Owners seeks indemnification pursuant to this paragraph. This notice to Blue Mind shall be in writing and shall provide a written statement explaining and describing the liability or damage and related events for which Ditch Owners seeks indemnification. Blue Mind shall have the right to participate in any and all litigation, mediation, or arbitration and any negotiations prior to such action to protect its interests and no finding of fault can be entered or agreed to against the Blue Mind unless Blue Mind has been allowed to participate in any such matter.

8. ATTORNEY FEES. If either Party takes legal action to enforce or defend any part of this Agreement, the substantially prevailing Party shall be awarded its attorneys' fees and costs. This Agreement does not alter the legal rights and liabilities incumbent on any of the Parties under applicable statutes and case law concerning malfunction or failure of the Ditch.

9. REIMBURSEMENT OF COSTS AS PARTIAL CONSIDERATION. As partial consideration for this Agreement and the consent to the ditch alterations granted, Blue Mind shall reimburse Ditch Owners for all fees and costs incurred in connection with this matter upon execution of this Agreement. Ditch Owners shall document and provide to Blue Mind copies of all applicable bills, invoices, statements, etc. for which Ditch Owners seek reimbursement under this paragraph.

10. BINDING AGREEMENT. This Agreement shall inure to the benefit of and be binding upon the heirs, executors, administrators, successors, and assigns of the Parties.

11. ENTIRE AGREEMENT OF THE PARTIES. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, offers, acceptances and understanding of the Parties with respect to the subject matter. All prior and contemporaneous conversations, negotiations, possible alleged agreements, representations, covenants and warranties concerning the subject matter are merged.

12. RECORDING. Following execution of this Agreement by the Parties, the Ditch Owners may cause this Agreement to be recorded in the Garfield County Clerk and Recorder's Office.

13. COUNTERPARTS. This Agreement may be executed in multiple counterpart signatures by the Parties, which taken together shall constitute the Agreement between the Parties.

The Parties indicate their acceptance of the terms and conditions of this Agreement by affixing their respective signatures below.

James Bingham

By: _____
James Bingham

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by James Bingham.

Witness my hand and official seal.
My commission expires: _____

Notary Public

Rick Cheney

By: _____
Rick Cheney

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Rick Cheney.

Witness my hand and official seal.
My commission expires: _____

Notary Public

Christopher Dominick

By: _____
Christopher Dominick

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
2022, by Christopher Dominick.

Witness my hand and official seal.
My commission expires: _____

Notary Public

Victor Kapelli

By: _____
Victor Kapelli

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
2022, by Victor Kapelli.

Witness my hand and official seal.
My commission expires: _____

Notary Public

Robert Myers

By: _____
Robert Myers

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2022, by Robert Myers.

Witness my hand and official seal.
My commission expires: _____

Notary Public

Timothy Nieslanik

By: _____
Timothy Nieslanik

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____,
2022, by Timothy Nieslanik.

Witness my hand and official seal.
My commission expires: _____

Notary Public

Victor and Fran Padilla

By: _____
Victor Padilla

By: _____
Fran Padilla

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
2022, by Victor Padilla.

Witness my hand and official seal.
My commission expires: _____

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
2022, by Fran Padilla.

Witness my hand and official seal.
My commission expires: _____

Notary Public

Carter and Sophie Schlumberger

By: _____
Carter Schlumberger

By: _____
Sophie Schlumberger

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
2022, by Carter Schlumberger.

Witness my hand and official seal.
My commission expires: _____

Notary Public

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
2022, by Sophie Schlumberger.

Witness my hand and official seal.
My commission expires: _____

Notary Public

TOWN OF CARBONDALE

By: _____
Eric Bredlinger, as _____

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____,
2022, by Eric Bredlinger, as _____ of Town of Carbondale.

Witness my hand and official seal.
My commission expires: _____



COLORADO EXTREME

GARFIELD COUNTY AMENDMENT TO AN EXISTING TEMPORARY USE PERMIT - Supplement #1

OWNER: BLUE MIND LLC; SHELDON WOLITSKI, MANAGER

PARCEL ID: 239336400278

2340 100 County Road, Carbondale, CO 81623

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Timeline for Temporary Use

The applicant, Blue Mind, LLC, is seeking 5-year timeline for temporary use of a youth hockey and skills training camp. The intention behind this temporary initiative is to serve as a foundation step toward establishing a permanent facility that will provide long-term benefits to the whole Roaring Fork Valley. The applicant recognizes that changes to permitted physical and program elements will require coordination with Garfield County Planning Department staff and may require additional submittal materials. The total of known programming and facilities improvements proposed at the time of submittal of the November, 2024 application are articulated in that package and supplemented herein.

Intention of Future Permanent Facility

The ultimate vision will be to develop hockey-focused, youth sports campus that will continue to serve local youth through programming, mentorship, inclusive engagement, and technical instruction. The temporary use will allow uninterrupted operation of the Winter and Summer programming while Blue Mind, LLC develops a comprehensive plan for a permanent facility. The applicant recognizes that the planning, land use permitting, design, and construction of a permanent facility is a multi-year undertaking; the intention is to advance immediately into planning and design for the permanent facility.

Blue Mind, LLC is committed to maintaining compliance with all regulations while minimizing/mitigating disruption as required by Garfield County LUDC during this interim phase. During this time of temporary use, Blue Mind, LLC will continue to be in communication with County staff to provide updates of ongoing operations and progress in the planning for a permanent facility. We believe this effort represents a meaningful investment in the community's future, and we look forward to collaborating with local stakeholders throughout this process.

Long-span Structure

Included in the November 2024 application is the addition of a Long-span Structure (LSS) to be located on the far eastern side of the property and is intended to provide tempered, indoor space for multi-sport training on a hard-surface court and/or artificial turf. The facility is intended to have phased occupancy. During the first phase no additional programming is proposed and it will only serve athletes present on site under existing programs. In the second phase, programming will expand to be comparable to the hockey rink facility programming with an anticipated 20-30 athletes per training session with a total of four training sessions per day. The structure's occupancy will be strictly limited to no more than 300 individuals at all times to maintain compliance with fire safety protocols. The second phase of occupancy will require an update to the traffic study, which is underway at the time of submittal of this Supplement #1.

The original submission for this structure placed it within the 25' Front Yard Setback. Following a conversation with Garfield County staff, this structure has been repositioned to avoid encroachment into the setback, and currently is aligned with the toe of the slope to the south. In this revised location, the structure remains fully outside of the 25' setback, 12' access is maintained around the entire structure, and a 10' clearance is given on either side of the piped Union Ditch that runs along the southern boundary of the structure. Additionally, two exits will be provided for users on the west and east sides. An exhibit illustrating the original location of the Long-span Structure and its realignment is included in Appendix A.

Parking Layout and Emergency Vehicle Access

The site has been divided into three main zones from east to west:

- Zone 1 includes the Long-span Structure, a total of 41 parking spaces provided in the vicinity, and three spaces reserved for ADA use.
- Zone 2 includes the existing rink, 48 standard parking spaces, and three ADA spaces.
- Zone 3 includes the proposed second rink, provides 21 standard parking spaces, and three ADA spaces.

The proposed parking areas in all zones are designed to ensure safe and efficient access for emergency vehicles. All lane connections provide a minimum inner turning radius of 30' and an outer turning radius of 50', accommodating the maneuvering needs of emergency vehicles. All drive aisles are designed with a width of at least 16' to allow unobstructed passage.

Accessibility and Pedestrian Circulation

To ensure ADA-compliant access to the site program, pathways connecting accessible facilities (e.g. parking, restrooms, viewing) will be constructed using stabilized decomposed granite or road base (standard CDOT Class 6 aggregate). These materials are firm, stable, and slip-resistant and meets ADA standards for accessible routes when compacted.

Traffic Study

The Traffic Study, revised in 2023 and included in the November 2024 submittal, accounts for the uses described in the November 2024 submittal. An update to that study is underway to include the future additional programming of the LSS.

RFTA Permitting Process

We are actively collaborating with Roaring Fork Transportation Authority (RFTA) to review the permitted access improvements already built in the RFTA ROW. The project team will be meeting with RFTA staff to review the construction-period documentation of those improvements, identify any additional work remaining (if any), and address any questions or concerns RFTA may have related to these built improvements. As-built documentation and construction-period communication has been compiled; the next step is for the project team's civil engineer, geotechnical engineer, and planner to meet with RFTA staff to review the documentation and physical improvements. Additionally, the applicant's project team has prepared a comprehensive Weed Map of the area, developed a targeted treatment protocol, and designed a native seed restoration plan to address noxious vegetation and restoration.

Building Permits

Two building permits are relevant to this Temporary Use Permit Amendment application: one for spectator bleachers at the main hockey rink, and one for a pre-manufactured warming tent. The bleachers are intended to provide viewing of the main hockey rink for occasional events and general viewing of programmed activities. The warming tent is intended to provide a tempered space for family members during hockey programming and will also provide a space for ADA viewing and an ADA changing room. Two total warming tents are proposed, one at each rink.

- 1. Bleachers:** A (separately permitted) mobile bleacher system was installed for an event in mid-December 2024 and was permitted individually for that event. The project team is currently evaluating options for replacement of existing bleachers or permitting of the existing bleachers on site. The applicant recognizes the necessary standards and will work with Garfield County staff to fulfill permitting requirements once project team determines the most appropriate method to provide spectator viewing. In the meantime, the original, non-conforming bleachers have been moved away from the rink and access to the bleachers blocked; the mobile bleacher system has been removed from the site following the December event.
- 3. Warming Tent:** A Warming Tent located on the west side of the existing rink, and one on the east side of the proposed rink, will serve as an ADA viewing area and additionally provide accessible space for changing. The location of the tent is proximal to ADA restroom facilities already on site. The proposed tent matches the temporary tent that was erected for the December event; that tent was provided, erected, and managed by a local rental company. These structures will be permitted under a

separate (or subsequent supplemental) submittal, and manufacturer drawings will be supplied to satisfy building permitting requirements. Specifications regarding product dimensions, heating of the tent, and fire code compliance of the Warming Tent has been provided to Carbondale Rural Fire District for the temporary tent that was used in December 2024, and will similarly be provided for the building permit application. These tents will remain in place for the duration of the Temporary Use Permit but will not be permanent.

Encroachment into Telephone Easement

Following an initial review with Garfield County staff, adjustments were made to the site plans for the proposed hockey rink to address concerns about its previous encroachment into a telephone easement. The resolution involved adding the construction of a 3.5' tall retaining wall to maintain the facility's footprint while ensuring no interference with the easement. This solution allows the project to proceed without compromising utility access or functionality. See Appendix B.

Maintenance and Operations Plan

1. Facility Overview

Operations Schedule			
Season	Days of Operation	Hours of Operation	Average Total Daily Users
Ongoing Maintenance Procedures	Mon. - Sat.	9:00 AM- 3:00 PM	1-3
Winter	Mon. - Sat.	4:30-8:45 PM	480-500
Summer	Mon. - Sat.	4:30-8:45 PM	100-250

2. Capacity: Accommodates up to 500 attendees daily.

Attendees will be distributed across time frames and locations on-site, with each training session accommodating up to 50 athletes per facility. At most times, the on-site occupancy, including coaching staff, will range between 120 and 150 individuals. To comply with fire safety protocols, the capacity of the LSS will be limited to fewer than 300 individuals. Note that the occupancy per session of programming is detailed on page 43 (Section 9, Hours of Operation) in the November 2024 application. Additionally, even with additional programming of the LSS, the total anticipated users / day based on expected programming is still below the total daily users anticipated in the 2024 traffic analysis (See November 2024 application, Appendix C page 6: Table 1 Trip Generation Estimate).

3. Staffing Requirements:

- 1 Operations Manager
- 2 Maintenance Crew
- 1 Ice technician
- 5 Coaches and support staff

4. Daily operations

The operations manager will be on site each day the facility is open to perform opening procedures, which will include inspecting the rink surface for cracks and irregularities, testing and calibrating refrigerant equipment, and checking lighting. This staff will also conduct daily monitoring of the site to ensure facility readiness and address any safety concerns that may arise. The Maintenance Crew will perform snow removal to keep parking areas and ADA pathways clear during the winter season and perform gravel resurfacing in the summer as needed. At the conclusion of Practice Sessions for each day, lighting will be shut off by an automated timer.

5. Safety Protocols

All coaches and support staff will receive CPR and basic first aid certification training. Helmet and appropriate safety equipment will be required by all attendees and strictly enforced. First aid stations will be stocked and placed at each facility location to be available for use as needed. Part of the Operation's manager's duties will be to inspect aid stations weekly and resupply as needed. If any injury that occurs on site is assessed as requiring local support, a dispatch to 911 and the Carbondale Rural Fire Protection District will be made. In the event of any emergency that occurs within the RFTA corridor, RFTA Dispatch and RFTA trail management will be immediately notified.

In the case of a vehicular accident occurring on site, all work and activities will be stopped and a safe perimeter around the accident will be established. The Site Supervisor will assess the condition of the accident and notify Carbondale Police to take control of the accident scene. If injuries requiring medical attention have occurred, a dispatch to 911 and the Carbondale Rural Fire Protection District will be made.

6. Fire Emergency Protocols

An emergency plan detailing exit strategies will be posted in the main office and at each training facility and a fire extinguisher will be located in field office on site. In the event of a fire, all work and site programming will be stopped and all individuals on site moved a safe distance from the fire. The site supervisor will confirm the intensity and origin of the fire and Carbondale Rural Fire District will be notified.

Water Supply Plan

Water supply plan proposes continued use of the original well, as previously permitted. The use of this existing well is sufficient to provide water for the Temporary Use Permit needs. Water quality and quantity testing for this well (well permit number 245825) has previously been collected and a copy of that report was included as an attachment in the Land Use Application.

Lighting -

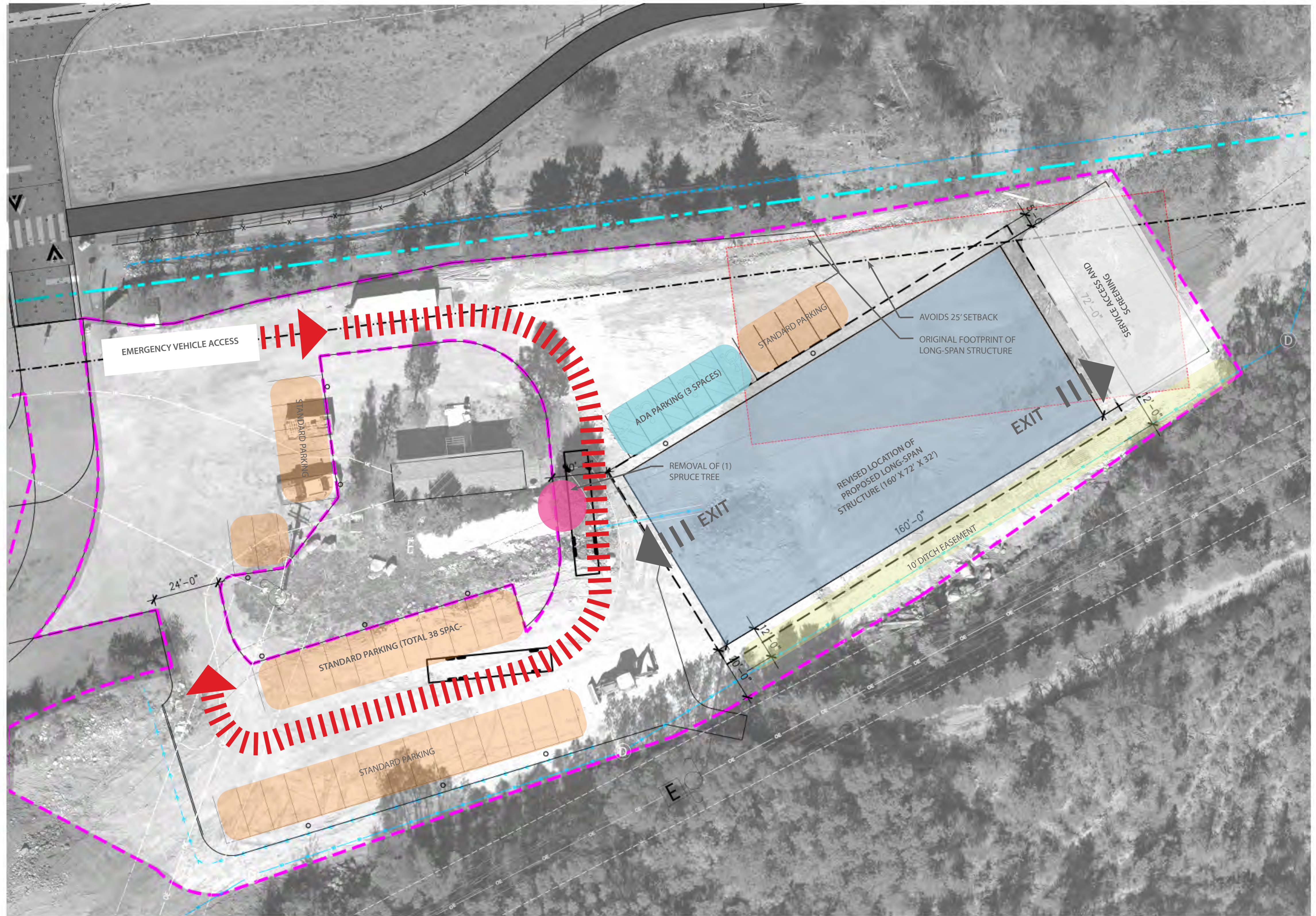
The proposed new hockey rink is designed to replicate the existing rink's layout and operational features to ensure consistency and compatibility within the community. Significant efforts have been made to preserve all existing vegetation around the site, which will serve as a natural buffer to mitigate lighting pollution. The lighting system for the new rink will utilize down-directed fixtures strategically positioned immediately adjacent to the rink surface. This approach minimizes the dispersion of light beyond the rink area and reduces impacts on the surrounding environment. The lighting will be provided by Will Lighting Labs, utilizing their NAFCO-SHX Area Flood Lighting fixtures, known for their precise illumination control and energy efficiency. Additionally, all lights will be equipped with advanced shielding and dimming capabilities to further limit light spillover, ensuring minimal disruption to nearby properties and wildlife. These measures reflect a commitment to environmentally sensitive development and maintaining the character of the local area. See Appendix C.

Existing Structure Code Compliance

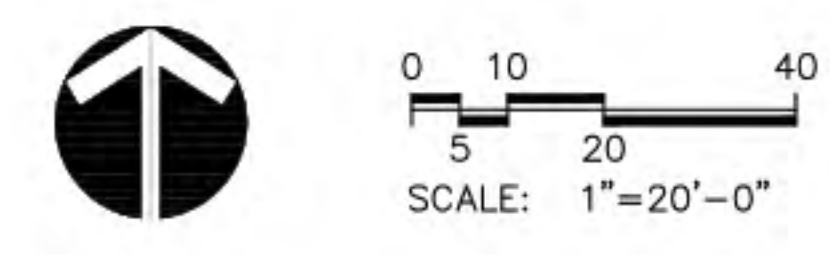
During a site inspection by the Garfield County staff this past summer it was noted that an existing building contained a number of items that indicated the building was at one time inhabited which placed it in violation of its permitted use as an agricultural building. Colorado Extreme has since removed the stove, refrigerator and mattress from this building and photo-documentation of those removals are included in Appendix D.

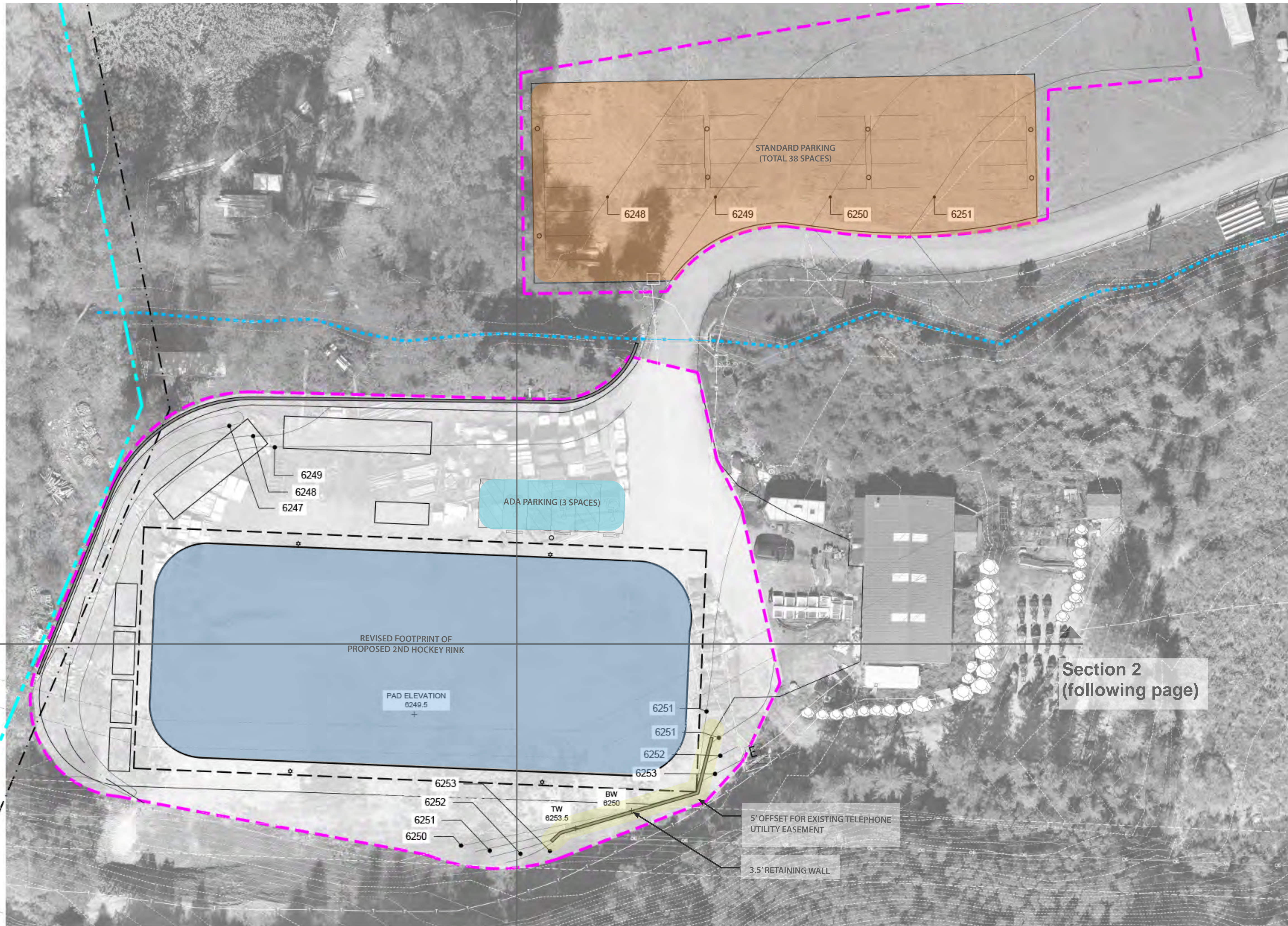
Irrigation Ditch

The project team is currently working with legal professionals to record the easement for the Union Ditch. This is an ongoing process and documentation will be provided in a future submittal, when the process is complete. The ditch travels through the recently acquired parcel and is currently open and not piped. Future plans to pipe this portion of the ditch will be addressed in the Master Plan addressing permanent improvements.



- REVISED LOCATION OF LONG SPAN STRUCTURE**
- Avoids encroachment into 25' Front Yard Setback
 - Provides a min. 20' width for emergency vehicle access
 - Provides a min. 12' access around entire structure
 - Gives a 10' offset for ditch easement
 - A total of 41 parking spaces are provided; 38 standard spaces and 3 ada parking spaces.
 - Requires the removal of one spruce tree
 - Long-Span Structure Dimensions = 160' x 72' x 32'

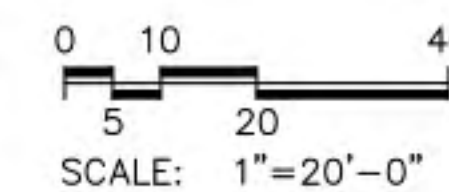




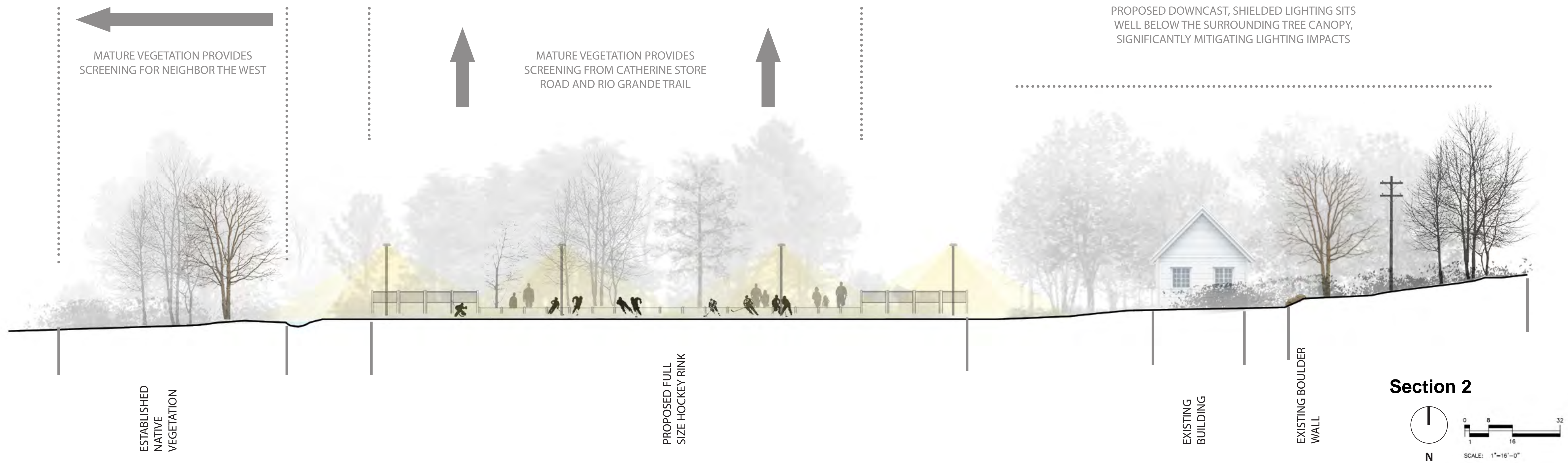
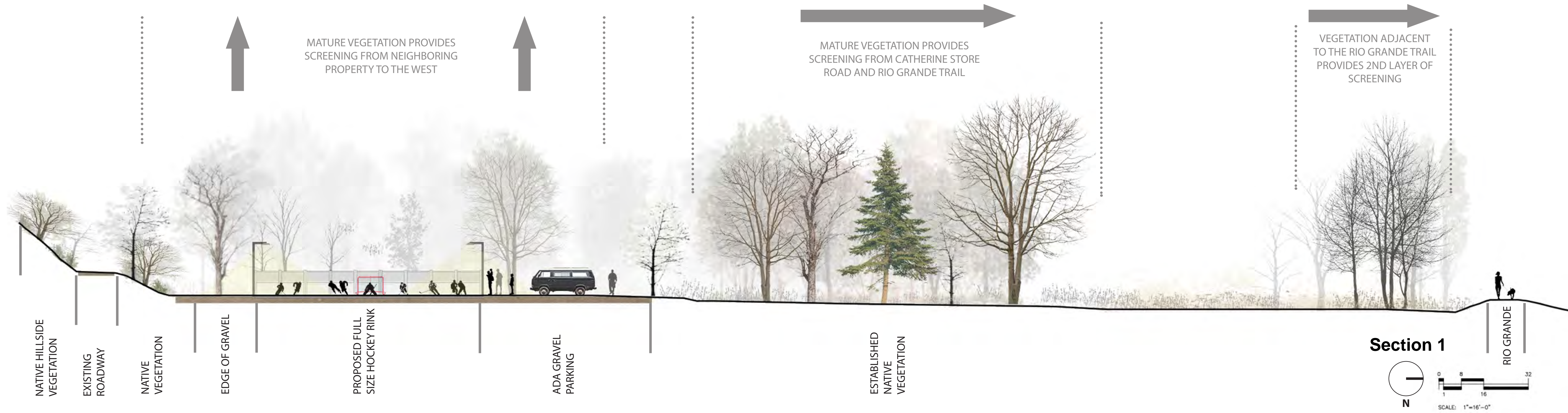
REVISED FOOTPRINT OF PROPOSED 2ND RINK

- Avoids Telephone Utility Easement
- Provides 5' off set for Easement
- Adjusts the Limit of Disturbance to outside of existing Utility Easement
- Employs 3.5' retaining wall
- A total of 3 ADA parking spaces are provided

Section 1
(following page)



Section 2
(following page)



Colorado Extreme Ice Rink Lighting

Hockey Rink

Drawn By: CO

Checked By:

Scale:

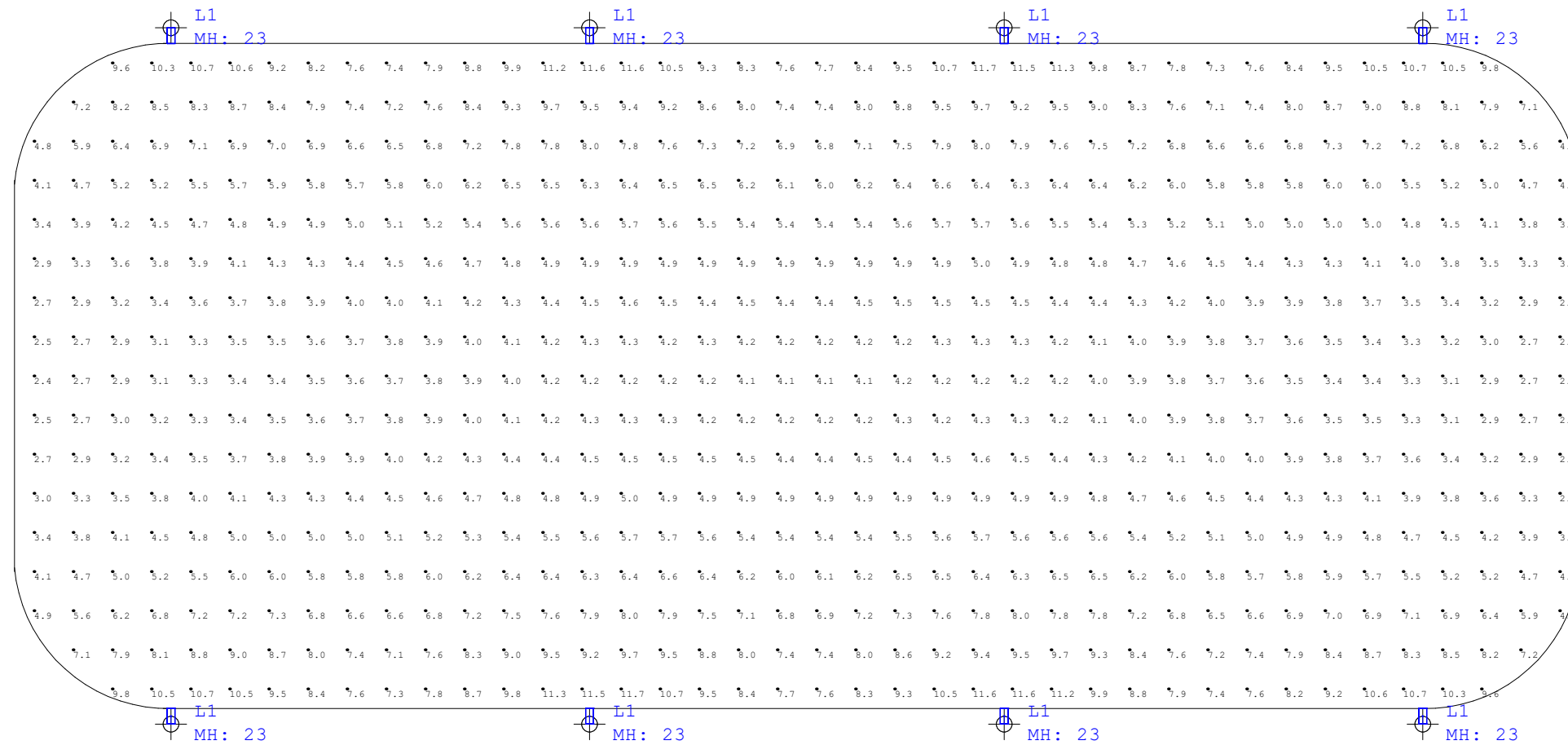
Date:9/7/2022

Notes:

977731

20' Pole

180w SLX Fixture



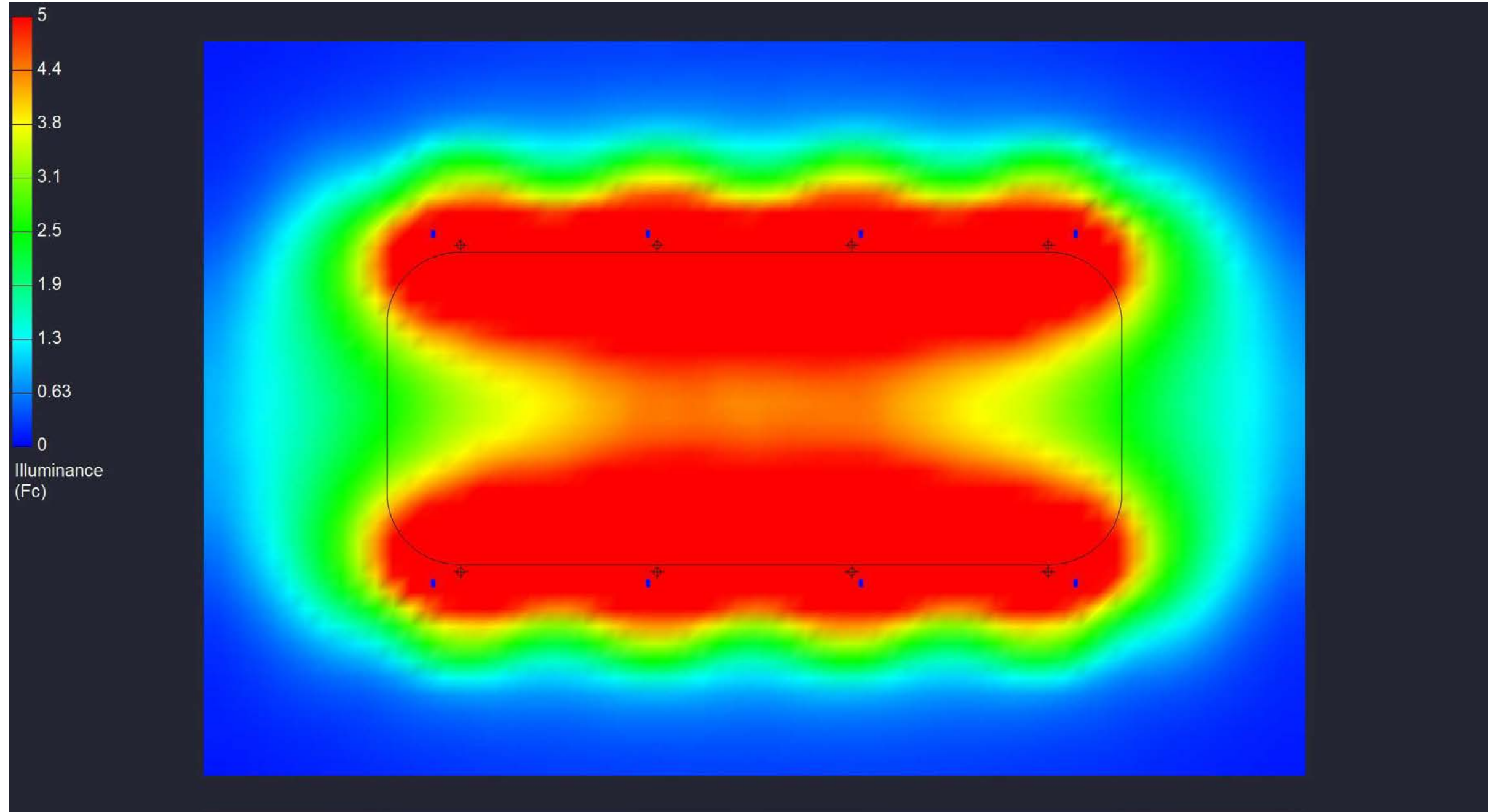
*Luminaire testing data is based on Illuminating Engineering Society (IES) standards under simulated and laboratory conditions. This design is based on information supplied by others, and individual field measurements may vary from computer-simulated calculations due to variables like (but not limited to) variation in electrical voltage, environmental conditions and other variable field characteristics. Typical field foot candle measurements may vary +/- 10%. For sports lighting, field measurements should be taken in accordance with IESNA RP-6-15. Conformance to facility and local codes is the responsibility of the owner and their representatives. This layout may not meet CA Title 24 and/or other local energy codes. If specific compliance is required, those details must be provided to your factory design representative.

**Satisfactory performance and safe use of LED sports lighting fixtures is dependent upon light poles, brackets, anchorage and other structural components being of adequate design and condition. The total combined Effective Projected Area (EPA) and weight of all fixtures, brackets and attachments mounting to a light pole cannot exceed the EPA and weight rating for a specified pole. For sports lighting retrofit applications, it is the customer's responsibility to have a qualified inspector and/or engineer confirm the structural adequacy of the existing light poles assemblies. We are happy to quote new light poles and brackets if you have concerns about your existing materials.

Scale: 1 inch= 20 Ft.



Colorado Extreme Ice Rink Lighting



Hockey Rink

Drawn By: CO

Checked By:

Scale:

Date:9/7/2022

Notes:

977731

20' Pole

180w SLX Fixture

*Luminaire testing data is based on Illuminating Engineering Society (IES) standards under simulated and laboratory conditions. This design is based on information supplied by others, and individual field measurements may vary from computer-simulated calculations due to variables like (but not limited to) variation in electrical voltage, environmental conditions and other variable field characteristics. Typical field foot candle measurements may vary +/- 10%. For sports lighting, field measurements should be taken in accordance with IESNA RP-6-15. Conformance to facility and local codes is the responsibility of the owner and their representatives. This layout may not meet CA Title 24 and/or other local energy codes. If specific compliance is required, those details must be provided to your factory design representative.

**Satisfactory performance and safe use of LED sports lighting fixtures is dependent upon light poles, brackets, anchorage and other structural components being of adequate design and condition. The total combined Effective Projected Area (EPA) and weight of all fixtures, brackets and attachments mounting to a light pole cannot exceed the EPA and weight rating for a specified pole. For sports lighting retrofit applications, it is the customer's responsibility to have a qualified inspector and/or engineer confirm the structural adequacy of the existing light poles assemblies. We are happy to quote new light poles and brackets if you have concerns about your existing materials.

Images of Resolution of Outstanding Compliance Items.



Image 01



Image 02



Image 03

Image 01_Photo facing east and shows chillers and removal of non-permitted bleachers.

Image 02_ View facing northeast, showing electrical box has been updated and inspected by an electrician.

Image 03_Taken from the field adjacent to the greenhouses. View looking east along northern edge of property line and shows that debris and trash previously located on site has been removed and disposed of.



Image 04



Image 05

Image 04_Taken from the south side of existing rink facing north.

Image 05_ View of inside of existing building showing appliance has been removed.

EXHIBIT D | Existing Structure Code Compliance



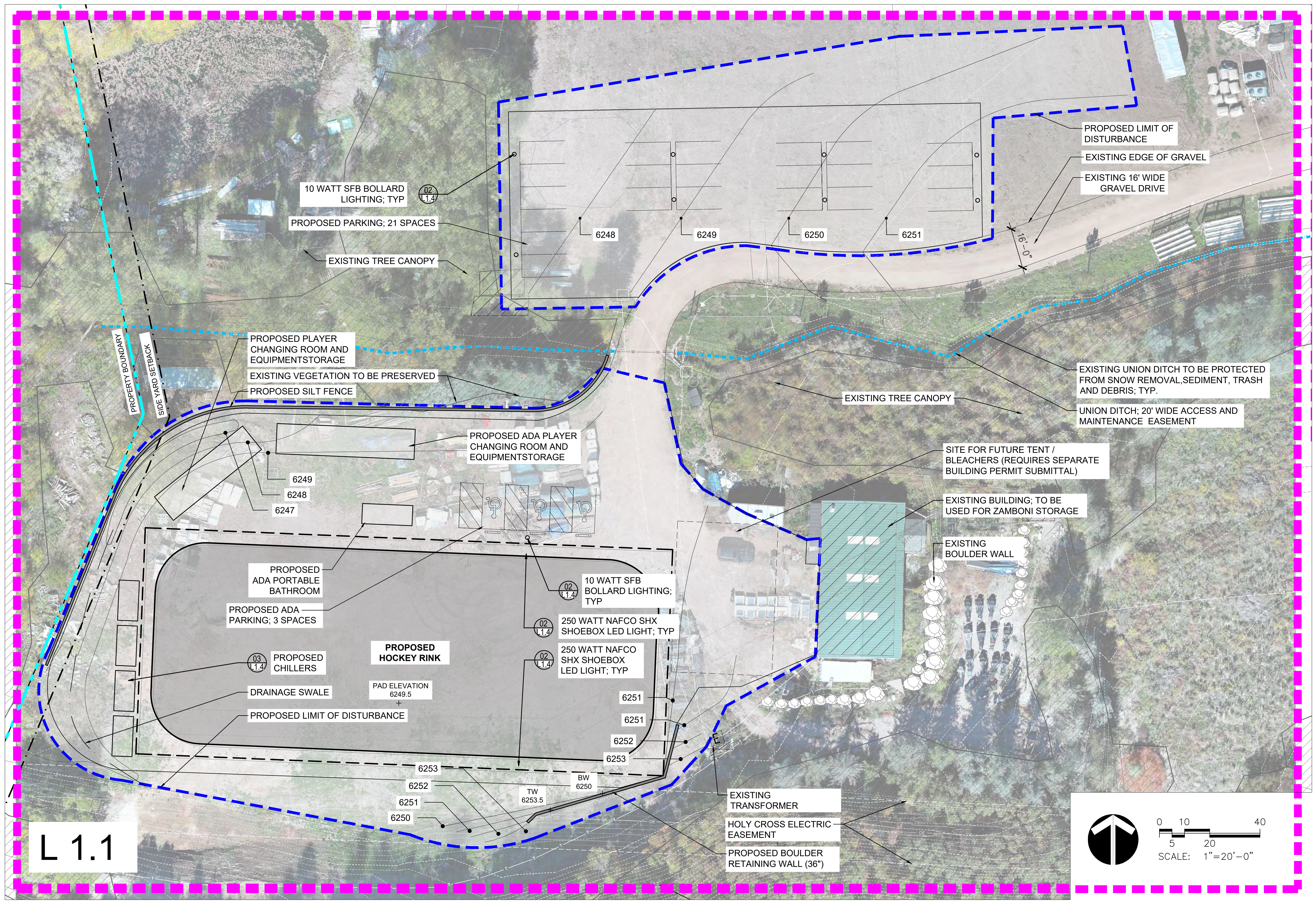
Image 06



Image 07

Image 06_View of inside of existing building showing appliance has been removed.

Image 07_View of inside of existing building showing mattress has been removed.



MATCHLINE - SEE SHEET L1.2

LIMIT OF WORK NOTE

DUE TO THE HISTORICAL USE OF THE PROPERTY AS A LIGHT INDUSTRIAL SITE, A SIGNIFICANT PERCENTAGE OF THE FLAT LAND AREA (BETWEEN THE BOTTOM OF THE HILL AND THE NORTH PROPERTY BOUNDARY) HAS BEEN PREVIOUSLY DISTURBED. SOME OF THIS LAND AREA CONTINUES TO BE USED FOR LAY-DOWN, STAGING, AND ONGOING SITE CLEAN-UP ACTIVITIES.

THE LIMIT OF DISTURBANCE AS DEPICTED HEREON ILLUSTRATES THE WORK AREAS NECESSARY TO IMPLEMENT THE PROPOSED IMPROVEMENTS UNDER THIS TEMPORARY USE PERMIT APPLICATION. AREAS OF PRIOR DISTURBANCE EXIST BEYOND THESE WORK AREAS. ONGOING PROPERTY MAINTENANCE, STORAGE, REVEGETATION, WEED CONTROL, PREVIOUSLY PERMITTED DISTURBANCE, (ETC) ASSOCIATED WITH THE OPERATION OF THE PROPERTY WILL OCCUR AND WILL BE LIMITED TO PREVIOUSLY DISTURBED AREAS UNLESS OTHERWISE PERMITTED.

LEGEND

	PROPERTY BOUNDARY
	EXISTING SETBACK
	C.R. 100 RIGHT OF WAY
	RFTA RIGHT OF WAY
	PROJECT PERMIT AREA - PROPOSED LIMIT OF DISTURBANCE
	EXISTING DITCH ALIGNMENT
	EXISTING CONTOURS
	PROPOSED CONTOURS
	EXISTING STRUCTURES
	EXISTING VEGETATION CANOPY
	PROPOSED STRUCTURES
	PROPOSED GRAVEL PARKING
	PROPOSED SILT FENCE/ STRAW WATTLE
	PROPOSED DOWNCAST SPORTS LIGHTING
	PROPOSED BOLLARD LIGHTING FOR PARKING AREAS

SITE LAYOUT NOTES

1. AERIAL IMAGE OF PROPERTY, COLLECTED OCTOBER 4, 2024, IS PROVIDED FOR INFORMATION ONLY AND HAS BEEN SCALED TO APPROXIMATELY ALIGN WITH THE SURVEY INFORMATION. PROJECT WORK AREAS, SITE PLAN, GRADING AND EROSION CONTROL ARE DESIGNED TO RESPOND TO THE SURVEY LINWORK AND MAY NOT ALIGN WITH AERIAL INFORMATION IN ALL AREAS.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STAKING BOTH LINE AND GRADE. ANY DISCREPANCIES, ERRORS OR OMISSIONS ON THE CONSTRUCTION DRAWINGS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.
3. THE CONTRACTOR SHALL STAKE ALL KEY AREAS AND SHALL RECEIVE APPROVAL FROM THE OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING WITH CONSTRUCTION.
4. REFER TO SITE SURVEY FOR ADDITIONAL INFORMATION. CONTRACTOR TO FIELD VERIFY EXISTING CONDITIONS PRIOR TO BIDDING OR PERFORMING ANY CONSTRUCTION OPERATIONS.
5. PROVIDE PROTECTIVE BARRIERS, FENCING, ETC., AS REQUIRED BY THE GARFIELD COUNTY PLANS AND SPECIFICATIONS.
6. BEFORE CONSTRUCTION, LOCATE ALL PUBLIC AND PRIVATE UNDERGROUND UTILITIES WITH RESPECTIVE UTILITY COMPANIES.
7. CONTRACTOR TO REPAIR ANY ASPHALT, CONCRETE AND OTHER SITE IMPROVEMENTS DAMAGED DURING CONSTRUCTION AT NO ADDITIONAL COST TO OWNER.
8. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ANY PERMITS OR LICENSES REQUIRED FOR THE PERFORMANCE OF THE WORK AS APPLICABLE TO THIS PROJECT.
9. ADDITIONAL LAYOUT INFORMATION WILL BE PROVIDED TO THE CONTRACTOR PRIOR TO CONSTRUCTION AS NEEDED. ELECTRONIC FILES MAY ALSO BE OBTAINED BY THE CONTRACTOR FOR LAYOUT PURPOSES.
10. DUE TO SCALE OF DRAWINGS, NOT ALL CONDITIONS/ITEMS CARRY A DETAIL CALLOUT ON THE PLAN. THIS DOES NOT EXCLUDE THIS CONDITION/ITEM FROM THE PROJECT.

GRADING NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR STAKING BOTH LINE AND GRADE. ANY DISCREPANCIES, ERRORS OR OMISSIONS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE.
2. THE CONTRACTOR SHALL STAKE ALL KEY AREAS AND SHALL RECEIVE APPROVAL FROM THE OWNER'S REPRESENTATIVE PRIOR TO PROCEEDING WITH CONSTRUCTION.
3. THE CONTRACTOR SHALL REMOVE ALL SEDIMENT, MUD, AND CONSTRUCTION DEBRIS THAT MAY ACCUMULATE IN THE FLOW LINES AND PUBLIC RIGHT-OF-WAYS AS A RESULT OF THIS PROJECT. SAID REMOVAL SHALL BE CONDUCTED IN A TIMELY MANNER.
4. SPOT ELEVATIONS SHALL TAKE PRECEDENCE OVER CONTOURS. CONTRACTOR SHALL PROVIDE A SMOOTH FINISH GRADE THROUGHOUT THE ENTIRE PROJECT FREE OF RUTS, DEPRESSIONS AND IRREGULARITIES. POSITIVE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES. ALL SWALES, DEPRESSIONS, ETC. NOT SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE IMMEDIATELY IN WRITING.
5. THE CONTRACTOR SHALL INSURE THAT ALL LOADS OF CUT AND FILL MATERIAL IMPORTED TO OR EXPORTED FROM THIS SITE SHALL BE PROPERLY COVERED TO PREVENT LOSS OF MATERIAL DURING TRANSPORT ON PUBLIC RIGHT-OF-WAYS.
6. LOAD TICKETS WILL BE REQUIRED. CONTRACTOR TO PROVIDE COPIES TO THE OWNER AND LANDSCAPE ARCHITECT.