



Community Development Department
 108 8th Street, Suite 401
 Glenwood Springs, CO 81601
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www.garfield-county.com

LAND USE CHANGE PERMIT APPLICATION FORM

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

| INVOLVED PARTIES |
|---|
| Owner/Applicant Name: _____ Phone: (_____) _____ Mailing Address: _____ City: _____ State: _____ Zip Code: _____ E-mail: _____ |
| Representative (Authorization Required) Name: _____ Phone: (_____) _____ Mailing Address: _____ City: _____ State: _____ Zip Code: _____ E-mail: _____ |

| PROJECT NAME AND LOCATION |
|---|
| Project Name: _____ |
| Assessor's Parcel Number: _____ - _____ - _____ - _____ |
| Physical/Street Address: _____ |
| Legal Description: _____ |
| Zone District: _____ Property Size (acres): _____ |

PROJECT DESCRIPTION

Existing Use: _____

Proposed Use (From Use Table 3-403): _____

Description of Project: _____

REQUEST FOR WAIVERS

Submission Requirements

The Applicant requesting a Waiver of Submission Requirements per Section 4-202. List:

Section: _____ Section: _____

Section: _____ Section: _____

Waiver of Standards

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

Section: _____ Section: _____

Section: _____ Section: _____

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



Signature of Property Owner or Authorized Representative, Title

Date

OFFICIAL USE ONLY

File Number: _____ - _____

Fee Paid: \$ _____

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Project Overview

MtDawwg LLC (the “Applicant”) submits this land use application for the Administrative Review for a “Contractor’s Yard, Small.” The parcel is located at 3659 County Road 100, PID#: 239130300015 (the “Property”). This application is submitted in conformance with the Pre-application Conference Summary with the Garfield County Community Development Department, dated 15 May 2024.

Property Background

The Property is located in the Rural (R) zone district of Garfield County and consists of 5 acres (217,957 SF). The Property is located east of the Town of Carbondale and north of Highway 82. It is not part of any subdivision. One (1) dilapidated residential building currently exists on the Property which the Applicant proposes replacing. There is a parking area to the southeast of the residential building. The Property is currently used for storage of equipment and materials and for work crews to prepare prior to driving to worksites. Based on this existing use, Garfield County staff believe that a “Contractor’s Yard” is the best use category to be applied.

Existing Site Features

The Property is located at the toe of a slope with the majority of the site being relatively flat. Existing vegetation is primarily located along the northern boundary of the Property. The northern portion of the Property does contain areas of slope but all proposed activities will be below this area. The Basin Ditch runs along the northern border of the Property. There is an existing well (Well Permit Number 183186) providing water for domestic uses. A spring and cistern also provide water to the Property. The Right to the Use of Water was granted to the Property in 1959. The Property also has ditch rights from the Basin Ditch. An existing and functioning Onsite Wastewater Treatment System (OWTS) is also located on the Property. This OWTS was inspected and approved in 2013.

Access to the Property will continue to be taken from Catherine Store Road. The existing driveway crosses several adjacent parcels which also use this driveway for access. The driveway is provided for by a Road Easement recorded at Reception No. 250487 and 250473. Contiguous uses consist of agricultural and grazing, residential, and warehouse and storage.

Proposed Development

The Applicant proposes to develop portions of the Property as a landscaping company yard (approximately .77 acres) with residential uses on the eastern portion of the Property (approximately .61 acres). The existing dilapidated residence will be replaced with a new modular to be used for employee housing. The proposed yard is north of the Highway 82 corridor, north of an existing contractor’s yard and south of a large solar facility.

Land Use Code Response

4-101. COMMON REVIEW PROCEDURES.

A. Pre-Application Conference.

All Land Use Change applications shall begin with a pre-application conference between the Applicant and the Director unless otherwise provided in the specific application section.

A pre-application conference was conducted on 15 May 2024.

B. Determination of Application Completeness Review.

- 1. Director Review.** *The Director shall determine whether the application is complete based on compliance with the submittal requirements for the applicable review process.*

The Applicant will work with Community Development staff to ensure all required elements of the land use application have been provided. The Applicant believe this application to be substantially complete.

C. Review by Referral Agency.

- 1. Any Land Use Change application shall be referred to the appropriate local, State, or Federal agencies or departments for review. The list of reviewing agencies for any individual application shall be determined by the Director unless specific agencies or departments are required by State statute.**
- 2. A referral agency may impose a fee for the review of a proposed development. The Director will disclose an estimated range of any potential referral agency fees in the pre-application conference summary. This estimate is nonbinding.**
- 3. The comment period for referral agency review shall be 21 calendar days from the date that the complete application and sufficient copies are delivered to the County by the Applicant. Responses not received by the County in a timely manner may not be evaluated in the Director's review of the application. At the discretion of the decision-making body, a lack of timely response may be interpreted as no comment.**

The Applicant understands that this application will be referred to appropriate local, State, or Federal agencies for review. The Applicant also understands that additional fees for review may be required.

D. Evaluation by Director/Staff Review.

- 1. The Director shall review the Land Use Change application to determine if the proposal satisfies the applicable standards of this Code and any review criteria identified in the specific procedure.**
- 2. The Director may authorize all or a portion of the review of a Land Use Change application to be performed by an outside consultant. This work shall be subject to the County Procurement Code. The cost of the consultant review shall be the responsibility of the Applicant and shall be paid pursuant to section 4-203.B.3., Fees. The Director**

will disclose an estimated range of any potential outside consultant fees in the preapplication conference summary. This estimate is nonbinding.

- 3. *The Director shall prepare a staff report discussing whether the standards have been satisfied; identifying issues raised through staff and referral review; outlining mitigation requirements; recommending conditions for approval to ensure that standards are satisfied; and requesting additional information pertinent to review of the application.***

The Applicant understands that the application will be reviewed by Staff to ensure that all applicable standards of the Land Use Code and review criteria have been considered. The Applicant looks forward to reviewing the staff report that will identify issues, mitigation requirements, conditions of approval, as well as may request additional information be provided.

- E. *Notice of Public Hearing. When a Public Hearing is required, notice shall be provided. The type of notice required is identified in Table 4-102, Common Review Procedures and Required Notice.***

The Applicant will follow applicable public notice requirements as directed by County staff. Names and mailing addresses of adjacent property owners and mineral owners have been provided as part of this land use application.

- F. *Review and Recommendation. The recommending body shall recommend approval, approval with conditions, or denial of the application based on the following:***

- 1. *Recommendation of Approval. If the application satisfies all of the applicable requirements of this Code, the recommending body shall recommend the application be approved. The recommending body may recommend approval with conditions determined necessary for compliance with the applicable requirements.***
- 2. *Recommendation of Denial. If the application fails to satisfy any 1 of the applicable requirements and compliance cannot be achieved through conditions of approval, the recommending body shall recommend that the application be denied.***

The Applicant anticipates the review of this land use application will be through an Administrative Review process.

- G. *Decision. The Decision-Making Body shall approve, approve with conditions, or deny the application based on the following:***

- 1. *Approval of Application. If the application satisfies all of the applicable requirements of this Code, the application shall be approved. The application may be approved with conditions determined necessary for compliance with applicable requirements.***
- 2. *Denial of Application. If the application fails to satisfy any 1 of the applicable requirements, and compliance cannot be achieved through conditions of approval, the application shall be denied.***

The Applicant anticipates the review of this land use application will be through an Administrative Review process.

4-103. ADMINISTRATIVE REVIEW.

A. Overview.

Applications subject to Administrative Review shall be reviewed and decided by the Director.

B. Review Process.

Applications for Administrative Review shall be processed according to Table 4-102, Common Review Procedures and Required Notice, with the following modifications:

- 1. Pre-Application Conference.** *This requirement may be waived by the Director.*

A pre-application conference was conducted on 15 May 2024.

- 2. Determination of Completeness.** *Once the application is deemed technically complete, the Director will send a letter to the Applicant that indicates:*
 - a. The additional number of copies to be delivered to the County;*
 - b. The date that the Director will render a decision or, if the Director decides to refer the application to the BOCC, the date that the BOCC will hear the Application; and*
 - c. The notice form that the Applicant is required to mail to the Adjacent Property Owners and mineral estate owners and lessees.*

The Applicant will follow the requirements set forth in the letter from the Director, including delivering the appropriate number of copies to the County and mailing of the notice form.

- 3. Notice.** *The Applicant shall mail notice pursuant to section 4-101.E.b.(2), - (4)., at least 15 days prior to the date of the Director's decision and shall provide proof of adequate notice prior to any decision. The notice shall include a Vicinity Map, the property's legal description, a short narrative describing the current zoning and proposed Land Use Change, the contact information for the Community Development Department and the date that the Director will make a decision.*

The Applicant will mail adequate notice at least 15 days prior to the date of the Director's decision. Proof of notice will be provided.

- 4. Decision.**
 - a. Director Decision.* *If the Director decides the application, the Director will inform the Applicant and the BOCC of the approval, conditions of approval, or basis for denial, in writing within 10 days of the date of decision.*
 - b. BOCC Decision.* *If the application is referred to the BOCC for a decision, the BOCC will memorialize their decision of approval, conditions of approval or basis for denial in the form of a Resolution.*
- 5. Call-Up to the BOCC.** *The Director's decision is subject to section 4-112, Call-Up to the BOCC.*

The Applicant understands and accepts the required review process, as well as possible call-up before the BOCC.

C. Review Criteria.

An application shall comply with the applicable standards of this Code.

The Applicant believes that this application complies with the requirements of this Code. If deficiencies are noted by staff, the Applicant will immediately address these deficiencies.

4-118. WAIVER OF STANDARDS.

A. Overview.

This section allows an Applicant to request a waiver of standards in Article 7 as part of Land Use Change Permit process. A request for a waiver from a specific Article 7 standard for a By Right Use as identified in Table 3-403 shall be processed as an Administrative Review Land Use Change Permit (Section 4-103).

B. Review Process.

A request for waiver of standards shall be processed according to Table 4-102, Common Review Procedures and Required Notice, with the following modifications:

- 1. An Applicant applying for a waiver shall present and justify the waiver request as part of the application. Failure to make a timely request for a waiver may result in a staff recommendation to the Decision-Making Body that the request should be denied. Final approval of any proposed waiver shall be the responsibility of the Decision-Making Body of the Land Use Change application.*
- 2. An approved waiver shall apply only to the specific site for which it is requested and shall not establish a precedent for approval of other requests.*

C. Review Criteria.

A waiver may be approved if the Applicant demonstrates that the following criteria have been met by the proposed alternative:

- 1. It achieves the intent of the subject standard to the same or better degree than the subject standard; and 2. It imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of this Code.*

The Applicant requests a waiver from submitting a Stormwater Management Plan (SWMP). Pursuant to email communications with Mike Prado, Water Quality Program Support Specialist, "based on the location this does not appear to be a CDOT project."

4-201. APPLICATION MATERIALS.

A. Required Submissions.

This Division identifies the application materials required by this Code, including some submittal materials required for Article, 5, Divisions of Land.

B. Additional Submissions.

The required application materials are identified below in Table 4-201. In addition, the Director, in his or her discretion, may request any additional information necessary to adequately review an application and to determine compliance with the standards of this Code.

The Applicant submits this application for Administrative Review. This application includes the required General Application Materials including:

- Vicinity Map;
- Grading and Drainage Report (as Contained in the Landscape Site Plan);
- Landscape Site Plan;
- Response to Impact Analysis criteria; and
- Responses to Traffic Study criteria.

4-202. WAIVER OF SUBMISSION REQUIREMENTS.

A. Overview.

The Director may waive or alter any of these requirements if they are determined to be inappropriate or unnecessary in determining whether the application satisfies applicable standards. A waiver shall apply only to the specific application for which it was requested and shall not establish a precedent for approval of other requests.

The Applicant requests a waiver from submitting a Stormwater Management Plan (SWMP). Pursuant to email communications with Mike Prado, Water Quality Program Support Specialist, “based on the location this does not appear to be a CDOT project.”

4-203.D Site Plan.

Site Plans shall be scaled at 1-inch to 200 feet for properties exceeding 16 acres in size, or 1 inch to 100 feet for properties less than 16 acres in size. The Director may require, or the Applicant may choose to submit, a more detailed version of all or part of the Site Plan. The Site Plan shall include the following elements:

- 1. Legal description of the subject parcel;*
- 2. Boundary lines, corner pins, and dimensions of the subject site for the proposed Land Use Change Permit, including land survey data to identify the subject site with section corners, distance, and bearing to corners, quarter corners, township, and range;*
- 3. Existing and proposed topographic contours at vertical intervals sufficient to show the topography affecting the development and storm drainage;*
- 4. Significant on-site features including natural and artificial drainage ways, Wetland areas, ditches, hydrologic features, and aquatic habitat; geologic features and hazards including Slopes, alluvial fans, areas of subsidence, rock outcrops and rockfall areas, radiological and seismic Hazard Areas, soil types, and landslide areas; vegetative*

- cover; dams, reservoirs, excavations, and mines; and any other off-site features of the same type that influence the development;*
- 5. Existing and proposed parking areas, driveways, emergency turn-outs and emergency turnarounds, sidewalks, and paths, shown by location and dimension;*
 - 6. Existing and proposed roads, railroad tracks, irrigation ditches, fences, and utility lines on or adjacent to the parcel, shown by location and dimension;*
 - 7. Users and grantees of all existing and proposed easements and rights-of-way on or adjacent to the parcel, shown by location and dimension;*
 - 8. Area of the individual parcels, and the total square feet of existing buildings, driveways, and parking area;*
 - 9. Zone district in which the site is located;*
 - 10. Location and dimension of all structures, existing and proposed, and distance of structures from property lines;*
 - 11. Elevation drawings showing existing grade, Finished Grade, and height of the proposed structures above existing grade;*
 - 12. Location and size of leach field, sewer service lines, and treatment facilities to serve the proposed use;*
 - 13. The source and capacity of the water supply, including location and size of well(s) and/or water lines to serve the proposed use; and*
 - 14. Location and size of signs for the purpose of identification, advertising, and traffic control.*

A Site Plan containing these elements has been made a part of this application.

E. Grading and Drainage Plan.

The Grading and Drainage Plan shall include the following elements:

- 1. Site Map. A Site Map showing locations of any existing structures, Waterbodies or hydrologic features on the site, including intermittent water features, Wetlands, and the 100-year Floodplain boundaries.*

An Improvement Survey Plat with Partial Topography prepared by Sopris Engineering, dated 12 December 2023 showing the above features, as applicable, has been made a part of this application.

- 2. Drainage Structures.**

- a. Locations of existing and proposed drainage structures or natural drainage features affecting site drainage on the parcel and within 10 feet adjacent to the site boundary, including street gutters, storm sewers, drainage channels, and other water conveyance structures; and Wetlands or other Waterbodies receiving storm Runoff from the site.*

The Improvement Survey Plat with Partial Topography prepared by Sopris Engineering, dated 12 December 2023, shows some of the above

features. Significant drainage structures are not anticipated to be required or provided. Features like street gutters, storm sewers, drainage channels, and other water conveyance structures, other than what already exists, will not be required for the Small Contractor's Yard. To the best of the Applicant's knowledge, there are no wetlands or other waterbodies receiving storm runoff from the site.

b. Preliminary engineering design and construction features for drainage structures to be constructed.

As no drainage significant structures are anticipated to be required, no preliminary engineering design and construction features can be provided.

- 3. Topography. Existing topography at reasonable contour intervals to provide necessary detail of the site. The map should extend a minimum of 10 feet beyond the property line and show the location of the property line.***

The Improvement Survey Plat with Partial Topography prepared by Sopris Engineering, dated 12 December 2023, provides topography.

- 4. Grading Plan. A grading plan showing the proposed topography at reasonable contour intervals that provides necessary detail of the site. The plan shall show elevations, dimensions, location, extent, and Slope of all proposed clearing, and Grading including building site and driveway grades.***

Significant grading of the site is not anticipated and existing grades will be maintained to the maximum extent possible. A retaining wall may be incorporated at a later date at the base of the topography along the northern property boundary. An indication of this retaining wall has been provided on the Landscape Site Plan.

- 5. Soil Stockpile and Snow Storage Areas. Probable locations of soil stockpiles and snow storage areas.***

Areas of stockpiles will be located within the hatched area of the Small Contractor's Yard as shown on the Site Plan. Snow will be plowed off of the access drive and within the areas of the small contractor's yard, as necessary. Large areas for snow storage are not anticipated to be needed.

- 6. Drainage Plan. Proposed drainage plan.***

Significant modifications to the drainage of the Property are not anticipated. Existing grades and areas of drainage, if present, will be maintained as is. All drainage will be routed to a vegetated area on the Property.

- 7. Equipment Storage Areas. Location of storage areas designated for equipment, fuel, lubricants, chemical, and waste storage with an explanation of spill containment structures.***

Equipment, fuel, lubricants, chemicals, and waste storage will all occur within the area designated as the proposed carport on the Landscape Site Plan. Appropriate measures will be in place to ensure that spills are contained and properly disposed of, in accordance with local and state requirements.

- 8. Temporary Roads. Location of temporary roads designed for use during the construction period.***

It is not anticipated that temporary roads will be required during construction. The main access road will serve both construction and operational traffic.

- 9. Areas of Steep Slope. Areas with Slope of 20% or greater shall be identified by location and percentage of Slope, both for the existing site conditions and within the developed area.***

Areas of steep slope are confined to the unused portion of the Property along the northern boundary. The area of storage yard activity will be located only within areas of gentle slope, as indicated on the Landscape Site Plan.

- 10. Construction Schedule. Construction schedule indicating the anticipated starting and completion time periods of the site Grading and/or construction sequence, including the installation and removal of erosion and sediment control measures, and the estimated duration of exposure of each area prior to the completion of temporary erosion and sediment control measures.***

The anticipated construction schedule is anticipated to take two (2) to four (4) months and occur in one phase. Owing to the limited nature of the proposed structures, construction of the proposed carport will occur immediately following final grading of the driveway and yard. Temporary erosion and sediment control measures will be installed immediately in

conjunction with earth-moving activities and will be removed following the cessation of earth-moving activities.

11. *Permanent Stabilization. A brief description of how the site will be stabilized after construction is completed.*

If deemed necessary, the only permanent stabilization will be the installation of the retaining wall at the toe of the slope descending from the northern property boundary. No other permanent stabilization activities are anticipated at this time.

12. *Erosion Control Measures. Plan view drawings of all erosion and sediment control measures showing approximate locations and site drainage patterns for construction phases and final design elements. Text may be necessary to accompany and explain the drawings. Typical erosion control measures should be depicted using standard map symbols.*

Coir logs will be placed along the downgrade perimeter of the area of grading activities, which is anticipated to be along the hatched area of the proposed storage yard.

13. *Estimated Cost. Estimated total cost, including installation and maintenance, of the required temporary soil erosion and sediment control measures.*

The estimated cost of all temporary soil erosion and sediment control measures is less than \$10,000.00.

14. *Calculations. Any calculations made for determining rainfall, Runoff, sizing any sediment basins, diversions, conveyance, or detention/retention facilities.*

No calculations have been made to determine rainfall and runoff nor sizing of basins, diversions, conveyance, or detention facilities as none are anticipated to be required. All stormwater mitigation will be handled by grading the storage yard to drain into a swale, keeping all stormwater treatment onsite.

15. *Neighboring Areas. A description of neighboring areas with regard to land use and existing pertinent features such as lakes, streams, structures, roads, etc.*

The Landscape Site Plan has provided a description of all neighboring property uses. To the extent they exist, all lakes, streams, ditches, structures, roads, etc. have also been shown.

16. Stormwater Management. A description of the stormwater management planning concept for the site, including both structural and nonstructural best management practices.

Stormwater management will be performed entirely on-site. No structural facilities are anticipated. In the event of a storm event, the storage yard will be graded to ensure that water drains to the north of the Property into a swale where it will be allowed to infiltrate into the soil. Stormwater runoff from the proposed structure will be captured in downspouts and similarly directed to vegetated areas to allow infiltration. Large areas of impervious areas are not planned.

17. Stormwater Management Plan. Copy of the stormwater management plan application to CDPHE with date of submittal.

Pursuant to email communications with Mike Prado, Water Quality Program Support Specialist, "Based on the location this does not appear to be a CDOT project." The Applicant is requesting that the Stormwater Management Plan requirements be waived.

18. Reclamation, Revegetation and Soil Plan. A plan that includes the following information and is consistent with the standards in section 7-208.

- a. A plant material and seed mix list that includes scientific and common names and the application rate in terms of Pure Live Seed per acre, a planting schedule that includes timing, methods, and mulching, and a map with a calculation of the surface area disturbance in acres of the area impacted (where the soil will be disturbed).**

A plant material and seed mix list has been included in the Landscape Site Plan that includes scientific and common names, the application rate, and a planting schedule.

- b. Provisions for salvaging on-site topsoil, a timetable for eliminating topsoil and/or aggregate piles and a plan that provides for soil cover if any disturbances or stockpiles will sit exposed for a period of 90 days or more.**

To the greatest extent possible, on-site topsoil will be salvaged and stored onsite in the areas indicated on the Landscape Site Plan. Following construction activities, the topsoil will be spread and reseeded per the revegetation plan. In the event the stockpiles are exposed for more than sixty (60) days, tarps will be used to cover the stockpiles.

- c. ***A Weed Management Plan for all Garfield County listed noxious weeds and State of Colorado listed noxious weeds that are targeted for statewide eradication. The Plan shall include a site specific map and weed inventory. A Weed Management Plan is required if an area 1 acre or greater is disturbed for the purposes of site construction, development or grading but not including areas serving the long-term function of the site (i.e. building footprint, road surface or permanent parking areas).***

The area of the proposed storage yard is less than one (1) acre. Therefore, a weed management plan is not required. The Applicant will maintain the site and ensure that all noxious weeds are eradicated.

- d. ***A revegetation security may be required if, in the determination of the County Vegetation Manager, the proposed project has:***
- (a) A potential to facilitate the spread of noxious weeds;***
 - (b) A potential to impact watershed areas;***
 - (c) A potential for visual impacts from public viewing corridors;***
 - (d) Steep Slopes 15% or greater or unstable areas; and/or***
 - (e) Disturbs an area 1 acre or greater where topsoil is exposed for the purposes of site construction, development or grading but does not comprise the longterm functioning of the site (i.e. building footprint, road surface or permanent parking areas).***

The Applicant does not believe that a revegetation security will be required. The storage yard will be used for a landscape contractor yard and the spread of noxious weeds will not occur. Due to the small size of the yard, watershed impacts will not occur. The yard is setback from Highway 82 and is minimally visible. If necessary, screening will be implemented. Areas of steep slope will not be impacted. The area of the storage yard is less than one (1) acre.

- e. ***The revegetation security will be in an amount to be determined by the County Vegetation Manager that will be site specific and based on the amount of disturbance. The security shall be held by the County until vegetation has been successfully reestablished, or for a period of time approved by the County Vegetation Manager in any specific land use action, according to the Reclamation and Revegetation Standards section in the Garfield County Weed Management Plan. The County Vegetation Manager will evaluate the reclamation and revegetation prior to the release of the security. The security shall be subject to all provision of Article 13.***

Not applicable for reasons provided above.

19. Hydraulic Calculations. Hydrologic, hydraulic, and all other calculations used to size and design drainage facilities and/or structural BMPs.

Not applicable. Designed drainage facilities and/or structural BMPs are not anticipated to be required owing to the small nature of the yard and the simple drainage patterns that will be encountered.

20. Maintenance Requirements. Maintenance requirements for all proposed BMPs should be discussed including access, schedules, costs, and designation of a responsible party.

Not applicable for reasons provided above.

21. Spill Prevention Control and Countermeasures Plan, if Applicable. A SPCC Plan will be required for any facility with the potential to discharge oil of any kind or in any form including, but not limited to, petroleum, fuel oil, sludge, oil refuse and oil mixed with wastes, in quantities that may be harmful to navigable water and adjoining shoreline, per EPA regulations.

Not applicable. It is not anticipated that large quantities of petroleum, fuel oil, sludge, oil refuse and oil mixed with wastes, in quantities that may be harmful to navigable water and adjoining shoreline, per EPA regulations, will be present on the site.

22. Additional Information or Detail. Other information or data and additional detail as may be reasonably required by the Director.

If requested, the Applicant will provide additional information.

23. Signature Blocks. Signature block for owner or legal agent acknowledging the review and acceptance of responsibility, and a signature and stamped statement by the qualified individual acknowledging responsibility for the preparation of the Grading and Drainage Plan.

See Landscape Site Plan.

F. Landscape Plan. Landscape Plans shall be scaled at 1 inch to 20 feet for properties exceeding 16 acres in size, or 1 inch to 10 feet for properties less than 16 acres in size. The Landscape Plan shall demonstrate compliance with section 7-303 and shall include, at a minimum, the following elements:

- 1. Topographic information at least 2-foot contour intervals;**
- 2. Location of all lot lines and improvements to the property, and location of any easements of record;**

3. Identification of all existing deciduous tree and coniferous trees of 6 inches in caliper or greater, and which trees will be preserved and which trees will be removed or relocated; areas where other existing vegetation will either be preserved or removed; the type, location, size, and number of plants that will be installed; and specified seed mixtures;
4. An estimate of the cost of supplying and installing the materials depicted in the Landscape Plan; and
5. A description of the proposed program to maintain the landscaping after it has been installed.

See Landscape and Site Plan. The estimate of supplying and installing the revegetation materials is likely less than \$10,000.00. The landscaping will be watered utilizing the ditch water rights for a period of one (1) year or until substantial establishment is attained.

G. Impact Analysis. Where the proposed development will impact specific features of the site, the Applicant shall describe both the existing conditions and the potential changes created by the project. The Impact Analysis shall include a complete description of how the Applicant will ensure that impacts will be mitigated and standards will be satisfied. The following information shall be included in the Impact Analysis:

1. ***Adjacent Land Use. Existing use of adjacent property and neighboring properties within 1,500-foot radius***

Adjacent and neighboring land uses on properties within a 1,500-foot radius of the Property include:

- Single-family residences;
- Multi-family residences;
- Condominiums;
- Agricultural
 - Irrigation, grazing;
- Solar Field;
- Contractor's Yard;
- Vacant Land;;
- Golf Course
- Commercial Storage (Aspen Tree Service/SavATree);
- Religious (Basalt Congregation of Jehovah's Witness);
- Retail (Catherine Store); and
- Recreation and Common Interest (Aspen Valley Polo Club).

2. ***Site Features. A description of site features such as streams, areas subject to flooding, lakes, high ground water areas, topography, vegetative cover, climatology, and other features that may aid in the evaluation of the proposed development.***

The Property is largely vacant with a dilapidated single-family home (that will be replaced in the future by the Applicant). Mature cottonwood trees grow along the northern border of the Property, with one coniferous tree near the homesite. A dirt driveway accesses the Property that terminates in a large dirt parking area. The northern portion of the Property is characterized by areas of slope. The Basin Ditch is located above the Property, in a mid-slope condition. Dry vegetation and weeds predominate. The Property is not subject to flooding and has no natural waterbodies, has limited vegetative cover.

3. ***Soil Characteristics. A description of soil characteristics of the site that have a significant influence on the proposed use of the land.***

The soil on the Property was determined by the Geologic Map of the Carbondale Quadrangle (Kirkham, R.M. and Widmann, B.L., 2008) to be of Loess, "Slightly clayey, sandy silt and silty, very fine to fine sand..."

4. ***Geology and Hazard. A description of the geologic characteristics of the area including any potential natural or manmade hazards, and a determination of what effect such factors would have on the proposed use of the land.***

No areas of potential hazards are indicated within the Property.

5. ***Groundwater and Aquifer Recharge Areas. Evaluation of the relationship of the subject parcel to Floodplains, the nature of soils and subsoils and their ability to adequately support waste disposal, the Slope of the land, the effect of sewage effluents, and the pollution of surface Runoff, stream flow, and groundwater.***

GIS data indicates that the Property is not within any Floodplain, nor is it at risk of runoff into any streams or bodies of water. The development will not have any impact on groundwater.

6. ***Environmental Impacts. Determination of the existing environmental conditions on the parcel to be developed and the effects of development on those conditions, including:***
 - a. ***Determination of the long-term and short-term effect on flora and fauna;***
 - b. ***Determination of the effect on designated environmental resources, including critical wildlife habitat;***

- c. Impacts on wildlife and domestic animals through creation of hazardous attractions, alteration of existing native vegetation, blockade of migration routes, use patterns, or other disruptions; and*
- d. Evaluation of any potential radiation hazard that may have been identified by the State or County Health Departments.*

The current environmental condition of the Property is a previously disturbed area of dirt and grass with limited areas disturbed by home occupation. There are Cottonwood trees along the northern border of the property which are not expected to be disturbed by development. The development is not expected to have any lasting impacts on the environmental conditions of the Property or of surrounding properties. As the development is expected to be of a similar nature to existing conditions, there is not expected to be any impact on wildlife. No radiation will be involved in the development.

- 7. Nuisance. Impacts on adjacent land from generation of vapor, dust, smoke, noise, glare or vibration, or other emanations.*

Any nuisance created by the proposed development will be minimal and within normal and expected levels associated with a small landscape storage yard. Adjacent land uses are similar. Where residential use is contiguous, the storage yard will be buffered by residential use on the Property. Vapor, dust, smoke, noise, glare, or vibrations are anticipated to be minimal and the Applicant will take action to reduce these impacts on the Property and on surrounding properties, as necessary.

- 8. Hours of Operation. The Applicant shall submit information on the hours operation of the proposed use.*

Hours of Operations will be within 7:00am and 7:00pm.

H. Rezoning Justification Report.

A report that explains how the rezoning will satisfy the approval criteria for a rezoning set forth in section 4-113.C., Review Criteria.

Not Applicable. Storage yard is a permitted use in the Rural (R) zone district.

I. Statement of Appeal.

A written statement of the Director's decision to be called-up or the interpretation to be appealed, the date of that decision/interpretation, and the reasons why the Applicant/appellant believes that the decision/interpretation of the Director is incorrect, including any materials or evidence to support the call-up or appeal.

Not Applicable.

J. Development Agreement.

The BOCC may enter into a development agreement with the Applicant specifying the terms and conditions of approval for an extended vested rights period. The Applicant must submit a draft development agreement containing the following information, in a form acceptable to the County Attorney's Office. The development agreement shall be signed by the Applicant, the BOCC, and all owners of the subject property. The development agreement must include the following:

- 1. Phasing schedule; and*
- 2. Language establishing a vested property right pursuant to the provisions of section 2-202, Establishment of Vested Property Rights.*

Extended vested rights are not request. Therefore, a development agreement is not required.

K. Improvements Agreement.

- 1. Purpose. Whenever there are public improvements identified as requirements of project or Subdivision approval, the BOCC, prior to issuance of any Land Use Change Permit or approval of a Subdivision or Exemption Final Plat, shall require the Applicant to file a guarantee of financial security deemed adequate by the BOCC and payable to the County pursuant to Article 13, and to execute an improvements agreement. The purpose of the financial guarantee and improvements agreement is to ensure the following:*

- a. The project or development is completed, including reclamation of property to return the property to pre-existing conditions and remove structures to 1 foot below ground level;*
- b. The Applicant performs all improvements, mitigation requirements, and permit conditions in connection with the construction, operation, and termination of the project or development;*
- c. The Applicant addresses responsibility for increased demand on public facilities and services as a result of the construction, operation, and termination of the project or development; and*
- d. In the event that the project or development is suspended, curtailed, or abandoned, the County can complete the project or development and necessary improvements, or restore the property to its original condition or an acceptable condition at no additional cost to the County.*

Not applicable. No public improvements are anticipated to be required to be provided.

L. Traffic Study.

Assessment of traffic impacts is required based upon a Traffic Study prepared in compliance with this section.

1. Type of Study Required.

- a. The Traffic Study shall be comprised of a basic Traffic Analysis utilizing existing County traffic counts as mapped, the Manual on Uniform Traffic Control Devices, accepted Trip Generation manuals, and current standards as applied by the CDOT.**

Responses to the Basic Traffic Study Analysis is provided below.

2. Basic Traffic Analysis. The Basic Traffic Analysis shall include the following information:

- a. A map or maps depicting the parcel or activity area and showing the following information:**

**Existing and proposed internal roads, adjoining roads, access points, and access points for the finished development;
All County roads within a 1-mile radius of the development; The nearest proximate intersections with State or Federal highways likely to receive traffic impacts from the development; and Activity areas for construction activity.**

The Landscape Site Plan contains the above information. Traffic generation is anticipated to be minimal.

- b. A narrative description of existing land uses on the parcel, including the following information:**

Current Trip Generation estimates at existing access points;

It is estimated that four (4) to (six) trips will be generated during peak times (from 7am-9am and 5pm-7pm). Trip generation outside these hours will be minimal owing to the landscape yard use.

County driveway permits for the access points and status;

Access to the Property is provided by Road Easement recorded at Recp. # 250487 and 250473.

Permit requirements for access to a State highway, railroad crossings, and status;

Not applicable. The Property is not contiguous to a state highway nor railroad crossing.

All access easements and information regarding the legal status of these easements; and Other appropriate current traffic information and legal constraints that may apply.

Access to the Property is provided by Road Easement recorded at Recp. # 250487 and 250473. No other traffic related constraints apply to the Property.

- c. ***A narrative description of proposed land uses and Trip Generation projections for each use, based on current Trip Generation manuals or other credible and defensible analysis. Trip Generation projections shall be required for both the construction phase(s) and for the completed development, with a breakdown of traffic into categories of heavy trucks and other vehicle types for existing, temporary, or proposed new access points.***

The proposed land use is for a small landscape storage yard. It is estimated that four (4) to (six) trips will be generated during peak times (from 7am-9am and 5pm-7pm). Approximately two (2) to three (3) of these trips will be heavy trucks associated with a landscape contractor. Trip generation outside these hours will be minimal owing to the landscape yard use. Trip generation during the construction phase is estimated to be the same as the landscape yard use. Construction activities will be limited.

- d. ***A narrative description of the construction phase(s) of the development, including the following:
Staging and storage areas;***

During the construction phase, owing to the limited nature of the proposed improvements, staging and storage is anticipated to be minimal.

Temporary access points;

Temporary access points are not anticipated.

Duration, types, and frequency of heavy truck traffic;

During construction activities, heavy truck traffic is anticipated to be minimal and consist to the delivery of equipment to grade the area of storage yard.

Access road segments to be impacted; Projected lane closures or traffic interruption, and a statement of mitigation measures that will be applied to minimize disruption and damage; and

During construction, no access road segments will be impacted as the storage yard is at the end of the access road. No lane closures or other traffic interruptions are anticipated. Based on this, no mitigation measures are believed to be required.

All County or State permits that will be required.

As necessary, all County and State permits that will be required will be obtained.

- e. **Map depicting existing Average Daily Traffic count information for all County road segments and State or Federal highway intersections, at the appropriate map scale. The map shall also include the following information: The likely increase in Average Daily Traffic of trucks for construction activity and Average Daily Traffic for the completed development; and Where a development has 2 or more access points, the anticipated trip distribution and assignment for each access point, supported by a narrative describing rationale for the projected allocation of trips by access points and road segment.**

Not applicable. It is not anticipated that the small storage yard will impact average daily traffic in any meaningful way.

M. Water Supply and Distribution Plan.

- 1. **Water Supply. For the purposes of this plan, 1 Single-Family Equivalent (SFE) shall equal 350 gallons of water per day, regardless of the type of use.**
 - a. **Water Supplied by a Water Supply Entity. Any development that will be served by a Water Supply Entity shall submit a letter prepared by the engineer of the Water Supply Entity, stating whether the Water Supply Entity is willing to commit and has the ability to provide an Adequate Water Supply for the proposed development.**

Not applicable. No water supply entity will provide water. Water will be provided entirely for through the existing well, through adjudicated ditch rights, and the legal water contained in the onsite cistern.

- b. **14 SFE or Fewer. Developments that require water for 14 SFE or fewer and will not be served by a Water Supply Entity shall provide a plan that describes how the water supply will be sufficient for build-out of the proposed development in terms of water quality, quantity, dependability, and availability.**

Water will be provided for the one (1) single-family residence entirely for through the existing well, through adjudicated ditch rights, and the legal water contained in the onsite cistern. These water sources are considered adequate to meet the limited needs of the small landscape storage yard.

Fire Protection. For projects served by wells:

(a) A minimum 4-hour pump test shall be performed on the well(s) to be used. The results of the pump test shall be analyzed and summarized in a report, including basic well data (size, depth, static water level, aquifer, etc.) pumping rate, draw down, recharge, and estimated long-term yield. The report shall be prepared by a qualified professional with expertise in the ground water or hydrology field and shall include an opinion that the well will be adequate to supply water for the proposed uses. The report shall also address the impacts to ground water resources in the area.

Water for fire protection will be provided entirely through access to the legal water contained in the onsite spring. The well permit for the existing well specifies “domestic use only.”

(b) If a well is to be shared, an Applicant shall submit a legal well-sharing declaration addressing all easements and costs associated with operation and maintenance of the system and identifying the person responsible for paying costs and how assessment will be made for those costs.

The existing well will not be shared.

(c) Water quality shall be tested by an independent testing laboratory for the following contaminants: alkalinity, arsenic, cadmium, calcium, coliform bacteria, chloride, conductivity, copper, corrosivity, fluoride, hardness, iron, lead, magnesium, manganese, nitrate/nitrite, pH, sodium, sodium adsorption ratio, sulfate, total dissolved solids, uranium and zinc. Additional testing may be required for other contaminants that occur within the County. The results shall show that the Maximum Contaminants Levels (MCLs), as set forth by the CDPHE within the Colorado Primary Drinking Water Standards, are not exceeded, or the Applicant has otherwise identified a treatment system that will bring the water within acceptable MCLs. Annual testing, testing for other contaminants, and testing for secondary

drinking standards including taste, odor, color, staining, scaling, and corrosion is also recommended.

The water from the existing well will be tested for the above contaminants. Mitigation will be pursued, if necessary.

N. Wastewater Management and System Plan.

1. Wastewater Management.

- a. If On-Site Wastewater Treatment Systems (OWTS) are proposed, the following information shall be provided: Evidence that the OWTS will comply with the County's OWTS requirements and requirements of the CDPHE, Water Quality Control Commission;**
Documentation of soil percolation tests and other studies required to determine maximum seasonal groundwater level and depth to bedrock, in compliance with the County's Individual Sewage Disposal requirements;
Test locations shall be indicated on the Plat; Tests shall be performed by a qualified professional engineer; and
A proposed management plan for operation and maintenance of on-site systems.

The existing OWTS complies with the applicable County and CDHPE requirements. Perc test results have been included in the permit submittal. This material also includes information on the appropriate management and maintenance of the OWTS. The tank, which is sufficient for the proposed development, was inspected and approved on March 18, 2023 by the Garfield County Building and Sanitation Department.

O. Floodplain Analysis.

When a project is located within a Special Flood Hazard Area, if there is an indication or suggestion that a project is located in a SFHA, or if a project is a division of land or a PUD over 5 acres in size or proposes 50 lots or greater, the application must include a Floodplain Analysis.

Not Applicable. The Property is not within the Special Flood Hazard Area.

ARTICLE 7: STANDARDS

DIVISION 1. GENERAL APPROVAL STANDARDS.

7-101. ZONE DISTRICT USE REGULATIONS.

The Land Use Change shall comply with Article 3, Zoning, including any applicable zone district use restrictions and regulations.

The Property is within the Rural (R) zone district of Garfield County. The Garfield County Land Use and Development Code allows for the use of a Contractors Yard, Small following Administrative Review.

7-102. COMPREHENSIVE PLAN AND INTERGOVERNMENTAL AGREEMENTS.

The Land Use Change is in general conformance with the Garfield County Comprehensive Plan and complies with any applicable intergovernmental agreement.

This application complies with the Garfield County Comprehensive Plan in the following ways:

1. Growth In Urban Growth Areas (UGA) & 3-Mile Areas Of Influence

Policy 1: Growth in UGA and within 3-Mile Areas of Influence should be closely coordinated with the affected municipality.

iv. Development review within 3-Mile Areas of Influence for municipalities needs to consider the municipality's comprehensive plan, neighboring land uses, future land use designations, and referral comments from the municipality.

The use of this Property as a contractor's yard is consistent with the use of neighboring properties. The Property is north of an existing contractor's yard.

v. Development review within the 3-Mile Area of Influence for a municipality should consider and mitigate for impacts of the development including limitations on heavy and extractive industries that would severely impact adjacent land uses, local economies, wildlife, traffic, view planes, environmental concerns including stormwater and water quality for the neighboring municipalities.

The proposed development is not a heavy or extractive industry, and will not change any current land use, wildlife, traffic, view planes, or environmental concerns.

Policy 2: Applications for new or expanded development adjacent to neighboring municipalities should attempt to minimize impacts on municipalities and should not do irreparable harm to existing thriving economies including existing businesses within the neighboring municipalities and unincorporated areas.

No significant impacts are expected to occur as a result of this development.

7-103. COMPATIBILITY.

The nature, scale, and intensity of the proposed use are compatible with adjacent land uses.

The proposed development as a small contractor's yard is compatible with adjacent land uses. The Property is north of an existing contractor's yard of similar size to the proposed development, and it is south of a large solar field.

7-104. SOURCE OF WATER.

All applications for Land Use Change Permits shall have an adequate, reliable, physical, longterm, and legal water supply to serve the use, except for land uses that do not require water, or that contain Temporary Facilities served by a licensed water hauler.

The Property has access to adequate, reliable, physical, long-term and legal water supply through a permitted well and legal access to water contained in a 1000-gallon cistern which is filled by the ditch as the water is used. This water will be used for irrigation. A storage tank to hold water from the on-site spring has yet to be determined following the determination of the size of the new modular home.

7-105. CENTRAL WATER DISTRIBUTION AND WASTEWATER SYSTEMS.

A. Water Distribution Systems.

The land use shall be served by a water distribution system that is adequate to serve the proposed use and density.

Only one residential unit will be located on the Property. A water distribution system is not required.

B. Wastewater Systems.

The land use shall be served by a wastewater system that is adequate to serve the proposed use and density.

A septic tank was installed on the property and the installation was inspected and approved on March 18, 2013. See Attachment 5a.

7-106. PUBLIC UTILITIES.

A. Adequate Public Utilities.

Adequate Public Utilities shall be available to serve the land use.

The Property is served by adequate public utilities.

B. Approval of Utility Easement by Utility Company.

Utility easements shall be subject to approval by the applicable utility companies and, where required, additional easements shall be provided for main switching stations and substations. The Applicant shall work with the utility companies to provide reasonably sized easements in appropriate locations.

Utility Easements have already been approved. See Attachment 5c-5f.

C. Utility Location.

Unless otherwise provided in this Code, the following conditions shall apply to the location of utility services.

Utilities are not proposed to be altered or moved by this development.

7-107. ACCESS AND ROADWAYS.

All roads shall be designed to provide for adequate and safe access and shall be reviewed by the County Engineer.

A. Access to Public Right-of-Way.

All lots and parcels shall have legal and physical access to a public right-of-way.

B. Safe Access.

Access to and from the use shall be safe and in conformance with applicable County, State, and Federal access regulations. Where the Land Use Change causes warrant(s) for improvements to State or Federal highways or County Roads, the developer shall be responsible for paying for those improvements.

C. Adequate Capacity.

Access serving the proposed use shall have the capacity to efficiently and safely service the additional traffic generated by the use. The use shall not cause traffic congestion or unsafe traffic conditions, impacts to the County, State, and Federal roadway system shall be mitigated through roadway improvements or impact fees, or both.

D. Road Dedications.

All rights-of-way shall be dedicated to the public and so designated on the Final Plat. They will not, however, be accepted as County roads unless the BOCC specifically designates and accepts them as such.

E. Impacts Mitigated.

Impacts to County roads associated with hauling, truck traffic, and equipment use shall be mitigated through roadway improvements or impact fees, or both.

Existing Roads and Access are adequate and safe and are not proposed to be altered by this development. A dirt drive is proposed to be extended within the Property, but will not interfere or intersect with any roadway or access point.

7-108. USE OF LAND SUBJECT TO NATURAL HAZARDS.

Land subject to identified Natural and Geologic Hazards, such as falling rock, landslides, snow slides, mud flows, radiation, flooding, or high water tables, shall not be developed unless it has been designed to eliminate or mitigate the potential effects of hazardous site conditions as designed by a qualified professional engineer and as approved by the County.

The Property is not identified as being subject to natural and geologic hazards.

7-109. FIRE PROTECTION.

- A. Adequate Fire Protection. Adequate fire protection will be provided for each land use change as required by the appropriate fire protection district.**

Adequate fire protection exists and will continue to be supplied for the single-family residence proposed to be rebuilt as well as for the carport that will house landscape contractor related materials.

DIVISION 2. GENERAL RESOURCE PROTECTION STANDARDS.

7-201. AGRICULTURAL LANDS.

- A. No Adverse Effect to Agricultural Operations.**

Land Use Changes on lands adjacent to or directly affecting agricultural operations shall not adversely affect or otherwise limit the viability of existing agricultural operations. Proposed division and development of the land shall minimize the impacts of development on Agricultural Lands and agricultural operations, and maintain the opportunity for agricultural production.

The Property and the proposed development will not adversely affect any agricultural operations. Care will be taken to minimize any impact from the development.

- B. Domestic Animal Controls.**

Dogs and other domestic animals that are not being used to assist with the herding or the care of livestock shall not be permitted to interfere with livestock or the care of livestock on Agricultural Lands. The County shall require protective covenants or deed restrictions as necessary to control domestic animals.

The Applicant agrees to control any domestic animals so as not to interfere with livestock on agricultural lands.

- C. Fences.**

The County is a Right to Farm County consistent with section 1-301. Fences shall be constructed to separate the development from adjoining Agricultural Lands or stock drives as required to protect Agricultural Lands by any new development and to separate new development from adjoining agricultural operations. All parts of the fencing including such items as gates, cattle guards, boards, posts, and wiring shall be maintained by the owner, HOA, or other responsible entity.

The Property currently has fencing which separates it from adjoining agricultural properties. The fence will not be altered by development.

D. Roads.

Roads shall be located a sufficient distance back from the property boundaries so that normal maintenance of roads, including snow removal, will not damage boundary fences. Dust control shall be required, both during and after construction, to minimize adverse impacts to livestock and crops.

Roads are located to allow for proper maintenance without risk of damaging boundary fences.

E. Ditches.

1. *Colorado State Statutes, C.R.S. 37-86-102, provides that “any person owning a water right or conditional water right shall be entitled to a right-of-way through the lands which lie between the point of diversion and point of use or proposed use for the purpose of transporting water for beneficial use in accordance with said water right or conditional water right.” A plat note shall be placed on all final plats and site plans for land use change permits for properties that are impacted by, or contain, irrigation ditches.*

A note will be placed on the final plat reflecting the right-of-way granted to those owning water rights on the Basin Ditch.

2. *The Colorado Constitution Article XVI, Section 7 provides that all persons and corporations shall have the right-of-way across public, private and corporate lands for the construction of ditches for the purposes of conveying water for domestic, agricultural, mining, manufacturing and drainage purposes upon just compensation.*

No ditches are anticipated to be constructed.

3. *Rights-of-Way. The land use change shall not interfere with the ditch rights-of-way.*

The land use change will not interfere with the Basin Ditch rights-of-way.

4. *Maintenance. Where irrigation ditches cross or adjoin the land proposed to be developed, the developer shall insure that the use of those ditches, including maintenance, can continue uninterrupted.*

The Applicant will make certain that maintenance on the Basin Ditch will not be interrupted by the development.

5. *Maintenance Easement. A maintenance easement shall be indicated on any Final Plat for the division of land or for the final development plan for any other land use. The*

Applicant shall provide a letter from the ditch owner accepting that the development proposal will have no impact on their ability to maintain the ditch and that an adequate maintenance easement is possible. No structure or fence shall be placed within the right-of-way or easement without written permission from the appropriate ditch owner.

A maintenance easement will be placed on the final plat reflecting the right-of-way granted to those owning water rights to the Basin Ditch.

- 6. *Ditch Crossings. Ditch crossings shall respect the rights of ditch owner(s) to operate and maintain their ditch without increased burden of maintenance or liability. Development shall minimize ditch crossings. At a minimum all irrigation ditch crossings shall:***
- a. Require the crossing be sized to not interfere with ditch operations or change existing hydraulic flow characteristics;***
 - b. Provide vehicle and maintenance equipment access to the ditch from both sides of the ditch crossing from all roads for use by the ditch owner(s);***
 - c. Prior to permit application, or construction within the ditch right-of-way the Applicant shall provide a letter from the ditch company regarding agreement with standards contained in the proposed crossing;***
 - d. The BOCC may require specific improvements to ditch crossings if determined to be necessary in the review process, particularly if these improvements are required to address safety concerns;***

No crossings of the Basin Ditch are proposed.

- 7. *Referral to Ditch Owner. Application for Division of Land or Land Use Change Permit that may affect or impact any ditch right-of-way shall include the name and mailing address of the ditch owner. (This information may be obtained by contacting the Water Commissioner at the Colorado Division of Water Resources to determine the ditch owner for purposes of requesting review and comment on the development proposal).***

The proposed development will not impact the Basin Ditch right-of-way.

- 8. *Drainage. Application for Division of Land or Land Use Change Permit that includes any improvements located adjacent to or below grade of an irrigation ditch shall address and mitigate potential impacts to the irrigation ditch in a drainage plan. The drainage plan shall demonstrate that the drainage will not impair operation of the ditch.***

The proposed reconstructed single-family residence which will be located below the Basin Ditch will be protected by a proposed swale. See Landscape Site Plan.

9. ***Water Quality and Stormwater Management. No development or changes in land use shall channel surface waters into any irrigation ditch without the written consent of the ditch owner.***

The proposed development will not be channeling any waters into the Basin Ditch.

7-202. WILDLIFE HABITAT AREAS.

The Applicant shall consult with the Colorado Parks and Wildlife or a qualified wildlife biologist in determining how best to avoid or mitigate impacts to wildlife habitat areas.

The Property is identified as a Mule Deer habitat area. As such, the Applicant will minimize land disturbance and preserve native vegetation to every extent possible.

Methods may include, but are not limited to, 1 or more of the following:

A. *Buffers.*

Visual and sound buffers shall be created through effective use of topography, vegetation, and similar measures to screen structures and activity areas from habitat areas.

Vegetation and fencing exist and will be employed to screen structures from any activity and habitat areas.

B. *Locational Controls of Land Disturbance.*

Land disturbance shall be located so that wildlife is not forced to use new migration corridors, and is not exposed to significantly increased predation, interaction with vehicles, intense human activity, or more severe topography or climate.

Wildlife will not be forced to find new migration corridors as a result of the proposed development.

C. *Preservation of Native Vegetation.*

1. ***Proposed Land Use Changes are designed to preserve large areas of vegetation utilized by wildlife for food and cover, based upon recommendations by the Colorado Parks and Wildlife.***
2. ***When native vegetation must be removed within habitat areas, it shall be replaced with native and/or desirable nonnative vegetation capable of supporting post-disturbance land use.***

3. ***Vegetation removed to control noxious weeds is not required to be replaced unless the site requires revegetation to prevent other noxious weeds from becoming established.***

No large areas of native vegetation will be altered. The Property is a previously developed site that has little wildlife vegetation importance.

D. *Habitat Compensation.*

Where disturbance of critical wildlife habitat cannot be avoided, the developer may be required to acquire and permanently protect existing habitat to compensate for habitat that is lost to development.

Critical wildlife habitat will not be disturbed.

E. *Domestic Animal Controls.*

The County may require protective covenants or deed restrictions as necessary to control domestic animals by fencing or kenneling.

The Applicant will control domestic animals at all time.

7-204 DRAINAGE AND EROSION.

A. *Erosion and Sedimentation.*

Excluding Grading activities for agricultural purposes, development disturbing 1 acre or more is subject to the CDPHE National Pollutant Discharge Elimination System Permit, unless otherwise exempted by CDPHE.

The area of disturbance for the storage yard will be less than 1 acre at .77 acres.

B. *Drainage*

1. ***Site Design to Facilitate Positive Drainage. Lots shall be laid out to provide positive drainage away from all buildings.***

Positive drainage will be provided away from the proposed buildings.

2. ***Coordination With Area Storm Drainage Pattern. Individual lot drainage shall be coordinated with the general storm drainage pattern for the area.***

Drainage is coordinated with the general storm drainage pattern for the area.

C. *Stormwater Run-Off.*

These standards shall apply to any new development within 100 feet of a Waterbody and to any other development with 10,000 square feet or more of impervious surface area.

1. ***Avoid Direct Discharge to Streams or Other Waterbodies. Stormwater Runoff from project areas likely to contain pollutants shall be managed in a manner that provides for at least 1 of the following and is sufficient to prevent water quality degradation, disturbance to adjoining property, and degradation of public roads.***
 - a. ***Runoff to Vegetated Areas. Direct run-off to stable, vegetated areas capable of maintaining Sheetflow for infiltration. Vegetated receiving areas should be resistant to erosion from a design storm of 0.5 inches in 24 hours.***
 - b. ***On-Site Treatment. On-site treatment of stormwater prior to discharge to any natural Waterbody by use of best management practices designed to detain or infiltrate the Runoff and approved as part of the stormwater quality control plan prior to discharge to any natural Waterbody.***
 - c. ***Discharge to Stormwater Conveyance Structure. Discharge to a stormwater conveyance structure designed to accommodate the projected additional flows from the proposed project, with treatment by a regional or other stormwater treatment facility.***

Drainage will not be discharged into the Basin Ditch. All drainage will be directed to vegetated areas on the Property.

2. ***Minimize Directly-Connected Impervious Areas. The site design shall minimize the extent of directly-connected impervious areas by including the following requirements:***

The proposed development does not contain any directly-connected impervious areas.

7-205. ENVIRONMENTAL QUALITY.

A. Air Quality.

Any Land Use Change shall not cause air quality to be reduced below acceptable levels established by the Colorado Air Pollution Control Division.

Air quality will not be reduced to below acceptable levels by any part of this development.

B. Water Quality.

At a minimum, all hazardous materials shall be stored and used in compliance with applicable State and Federal hazardous materials regulations.

Any hazardous materials will be stored and used in compliance with applicable regulations.

7-208. RECLAMATION.

A. Applicability.

These standards shall apply to any development that requires a Land Use Change Permit, including divisions of land, as well as to the following activities:

1. **Installation of ISDS.** Installation of a new or replacement ISDS.
2. **Driveway Construction.** Any driveway construction that requires a Garfield County Access Permit or a CDOT Access Permit.

Existing access will be utilized to access the storage yard. No improvements are anticipated to be required to be made to the existing access.

3. **Preparation Area.** *All areas disturbed during development that do not comprise the longer-term functional areas of the site but are those areas used for the short-term preparation of the site.*

All short-term disturbed areas will be returned to the pre-development state, to the extent possible.

B. Reclamation of Disturbed Areas.

Areas disturbed during development shall be restored as natural-appearing landforms that blend in with adjacent undisturbed topography. When the final landform is achieved, the surface shall be stabilized by vegetation or other means to reduce further soil erosion from wind or water, provide forage and cover, prevent fugitive dust as required by State Statute, and reduce visual impacts.

1. **Contouring and Revegetation.** *Abrupt angular transitions and linear placement on visible Slopes shall be avoided. Areas disturbed by Grading shall be contoured so they can be revegetated and shall be planted and have vegetation established. A uniform vegetative cover shall be established with an individual plant density of at least 70% of predisturbance levels within 4 growing seasons. Revegetation cover shall consist of a diversity of native and/or beneficial nonnative vegetation species capable of supporting the post-disturbance land use. State or County listed noxious weeds, as well as alien annual invasive species, do not count as part of the 70% cover. To the maximum extent feasible, disturbed areas shall be revegetated to a desired plant community with composition of weed-free species and plant cover typical to that site.*
2. **Weed Management.** *A management plan with appropriate strategies shall be employed for all Garfield County listed noxious weeds, State of Colorado listed noxious weeds that are targeted for statewide eradication and any other invasive species.*
3. **Application of Top Soil.** *Top soil shall be stockpiled and placed on disturbed areas and managed for later use in reclamation. Provisions for salvaging on-site topsoil, a timetable for eliminating topsoil and/or aggregate piles and a plan that provides for soil cover if any disturbances or stockpiles will sit exposed for a period of 90 days or more shall be reviewed and accepted by the Garfield County Vegetation Manager.*

4. **Retaining Walls.** *Retaining walls made of wood, stone, vegetation, or other materials that blend with the natural landscape shall be used to reduce the steepness of cut Slopes and to provide planting pockets conducive to revegetation.*
5. **Slash Around Homes.** *To avoid insects, diseases, and wildfire hazards, all vegetative residue, branches, limbs, stumps, roots, or other such flammable lot-clearing debris shall be removed from all areas of the lot in which such materials are generated or deposited, prior to final building inspection approval.*
6. **Removal of Debris.** *Within 6 months of substantial completion of soil disturbance, all brush, stumps, and other debris shall be removed from the site.*
7. **Time Line Plan.** *Every area disturbed shall have a time line approved for the reclamation of the site.*

Any disturbed areas shall be restored to every extent possible. This includes revegetating to 70% of predisturbance levels, weed management plans, top soil application, the inclusion of a retaining wall, the removal of vegetative residue and debris, and the inclusion of a time line plan.

DIVISION 3. SITE PLANNING AND DEVELOPMENT STANDARDS.

Unless a use is explicitly identified elsewhere in this Code as being exempt from 1 or more standards, the following standards shall apply to all uses, divisions of land and PUDs.

7-301. COMPATIBLE DESIGN.

The design of development associated with the land use change shall be compatible with the existing character of adjacent uses. Single-family dwelling units are exempt from this section.

A. Site Organization.

The site shall be organized in a way that considers the relationship to streets and lots, solar access, parking, pedestrian access, and access to common areas.

The proposed development maintains existing relationships with County Road 100 and other lots.

B. Operational Characteristics.

The operations of activities on the site shall be managed to avoid nuisances to adjacent uses relating to hours of operations, parking, service delivery, and location of service areas and docks.

1. *Dust, odors, gas, fumes, and glare shall not be emitted at levels that are reasonably objectionable to adjacent property.*
2. *Noise shall not exceed State noise standards pursuant to C.R.S., Article 12 of Title 25, unless the use is regulated by the COGCC. In this case, the use shall be subject to COGCC Rules regarding noise abatement.*
3. *Hours of operation shall be established to minimize impacts to adjacent land uses.*

The Applicant agrees to avoid nuisances and follow generally accepted practices with construction and development of the Property.

C. Buffering.

Buffering shall be installed to mitigate visual, noise, or similar impacts to adjacent property whenever adjacent uses are in a different zone district.

Buffers will be used where necessary to mitigate disturbances to adjacent properties.

D. Materials.

Exterior facades shall be constructed with materials that do not detract from adjacent buildings or uses.

Adjacent buildings will be considered when selecting materials for exterior facades of the development.

7-302. OFF-STREET PARKING AND LOADING STANDARDS.

Single-family dwelling units are exempt from this section.

A. Off-Street Parking Required.

All land uses shall be required to provide the number of off-street parking spaces set forth in Table 7-302.A. Any use not specifically listed in Table 7-302.A. shall be determined by the Director.

Two (2) spaces will be provided for the residential use, in accordance with Table 7-302.A. Ample area will exist for parking associated with the contractor's yard.

- 1. A parking or loading space that is required by this Code shall not be a required parking or loading space for another use unless it can be shown that the shared use will not result in a shortage of parking at any time. Use of approved shared parking or loading spaces, based upon the following conditions, may reduce the number of off-street parking spaces by up to 20% of the total required for all uses.**
 - a. The peak use periods for the required parking or loading space will not overlap with one another.**
 - b. The shared use arrangement for parking or loading spaces shall be for 2 or more uses located on the same site or adjoining sites.**
- 2. When any calculation of the number of required off-street parking spaces results in a fractional space being required, such fraction shall be rounded up to the next higher number of spaces.**

The existing parking area will be used for off-street parking and exceeds the requirements for parking.

B. Off-Street Loading Required.

Buildings or structures that are designed or that are substantially altered so as to receive and distribute materials and merchandise by truck shall provide and maintain off-street loading spaces in sufficient number to meet their need. Where the property or use is served or designed to be served by tractor-trailer delivery vehicles, the standards in Table 7-302.B. shall be used in establishing the minimum number of off-street loading berths required.

The existing parking area shall also serve as a loading area and meets the space requirements.

C. Continuing Obligation.

The provision and maintenance of off-street parking and loading spaces that comply with this Code shall be a continuing obligation of the property owner.

The Applicant agrees to provide and maintain the off-street parking and loading spaces in compliance with the code.

D. Location of Required Parking Spaces.

Required off-street parking spaces shall be located on the same lot or the adjacent lot proximate to the business they are intended to serve.

Off-street parking and loading are located on the Property.

E. Loading and Unloading.

Loading and unloading of vehicles serving commercial and industrial uses shall be conducted in a manner that does not interfere with the proper flow of traffic.

Loading and unloading on the Property will occur off-street and will not impact traffic flow on County Road 100.

F. Parking and Loading Area Surface.

- 1. Surface Materials.** *Off-street parking areas, loading areas, aisles, and access drives shall have a durable, all-weather surface made of materials that are suitable for the uses to which the parking area will be put.*
- 2. Grading and Drainage.** *Parking and loading surfaces shall be design by an engineer to ensure proper drainage off surface and stormwater.*

The existing gravel parking area will not be altered by development. The proposed drive extension will also be gravel. Gravel is a suitable surface for the amount and type of traffic that is anticipated. Grading and drainage will be provided to ensure proper drainage.

G. Minimum Dimensions of Parking Areas.

The minimum dimensions of parking spaces, aisles, and back-up areas are specified in Figure 7-302. The length of a parking space may be reduced to 18 feet, including wheel stop, if an additional area of 2 feet in length is provided for the front overhang of the car, provided that the overhang shall not reduce the width of the adjacent walkway to less than 4 feet.

The designated parking area shall meet these dimensional requirements for spaces.

H. Minimum Dimensions of Loading Berths.

The minimum dimension of any loading berth shall be 10 feet wide by 35 feet long, with a vertical clearance of 14 feet. If the typical size of vehicles used in connection with the proposed use exceeds these standards, the dimensions of these berths shall be increased.

The designated loading area will meet these dimensional requirements.

I. Handicapped or Accessible Parking.

Accessible parking shall comply with the County's construction codes and the adopted or most recent edition of CABO/ICC ANSI A 117.1.

Accessible parking will be provided in compliance with the County's construction codes and any other requirements.

J. Unobstructed Access.

Each required parking space shall have unobstructed access from a road or Alley, or from an aisle or drive connecting with a road or Alley, except for approved residential tandem parking.

All parking spaces will have unobstructed access to County Road 100.

K. Tandem Parking.

Tandem parking (a vehicle parking directly behind another) that meets the following conditions may be applied to meet the off-street parking standards of this Code:

- 1. The space does not impede the movement of other vehicles on the site;*
- 2. Tandem spaces serving multi-family dwelling units are assigned to the same dwelling unit; and*
- 3. Valet parking shall be provided for tandem spaces serving commercial uses.*

Should tandem parking be utilized, it will meet the above requirements for off-street parking.

L. Backing Onto Public Streets Prohibited.

All parking areas shall be located and designed in conjunction with a driveway so that vehicles exiting from a parking space shall not be required to back onto a public road. Vehicles exiting from a parking space for a single-family, Accessory Dwelling Unit, Secondary Dwelling Unit, or 2-Unit dwelling unit may back onto a residential street. Vehicles exiting from a parking space for any use may back onto the right-of-way of an Alley adjacent to the property.

Backing onto County Road 100 will not be required as a result of the parking area design.

M. Access Driveways.

Access driveways for required off-street parking areas shall be designed and constructed to facilitate the flow of traffic, provide maximum safety of traffic access and egress, and the maximum safety of pedestrian and vehicular traffic on the site. Residential access driveways shall be required where off-street requirements exceed 10 parking spaces.

1. Minimum Width.

a. The minimum width of the access driveway for a commercial or industrial use shall be 12 feet for a 1-way drive and 24 feet for a 2-way drive.

b. The access driveway for a residential use shall be 10 feet for a 1-way drive and 20 feet for a 2-way drive.

2. Clear Vision Area. Access driveways shall have a minimum clear vision area as described and illustrated in section 7-303.I.

The access driveway will not be altered from the existing drive, which meets the above requirements.

N. Parking and Loading Area Landscaping and Illumination.

Off-street parking and loading areas for nonresidential uses located adjacent to residential uses or Residential Zoning Districts shall be landscaped to minimize disturbance to residents, including installation of perimeter landscaping, proper screening of loading areas with opaque materials, and control of illumination.

Landscaping and/or opaque materials (screening) will be utilized to lessen any impact on nearby residential properties.

7-304. LIGHTING STANDARDS.

All lighting that is visible from surrounding properties and public rights-of-way shall be designed, installed, maintained, and operated to control glare and light trespass, minimize obtrusive light, maintain safety, prevent the negative impacts of light pollution on wildlife habitat and migratory patterns, and avoid degradation of the nighttime visual environment and the rural character of Garfield County.

A. Any exterior lighting shall meet the following conditions:

1. ***Downcast Lighting.*** Exterior lighting shall be designed so that light is directed inward, towards the interior of the Subdivision or site.
2. ***Shielded Lighting.*** Exterior lighting shall be fully shielded or arranged in a manner so that concentrated rays of light will not shine directly onto other properties.
3. ***Hazardous Lighting.*** The direct or reflected light from any light source shall not create a traffic hazard. Colored lights shall not be used in such a way as to be confused or construed as traffic control devices.
4. ***Flashing Lights.*** Blinking, flashing, or fluttering lights, or other illuminated device that has a changing light intensity, brightness, or color, shall be prohibited in all zone districts.
5. ***Height Limitations.*** Light sources which exceed 40 feet in height shall not be permitted except for temporary holiday displays or as required by local, State or Federal regulations.

The exterior lighting selected for the proposed development will be chosen and installed with these conditions in mind. The lighting will be downcast, shielded, will not cause traffic hazards, will not be flashing, and will not exceed 40 feet in height.

7-305. SNOW STORAGE STANDARDS.

All residential uses except for multi-family are exempt from this section, unless the residential use includes a common outdoor parking area.

A. Minimum Area.

A designated area sufficient to store snow from the entire parking area shall be provided. As a general guideline, and considering the varying elevations and snowfall amounts throughout the County, it is anticipated that a minimum area equivalent to 2.5% of the total area of the required off-street parking and loading area, including access drives, shall be designated to serve as a snow storage area.

B. Storage in Parking Spaces Prohibited.

Required off-street parking and loading areas shall not be used for snow storage.

C. Storage in Yards and Open Space Permitted.

Snow stored in a yard or Open Space shall not be located in a manner that restricts access or circulation, or obstructs the view of motorists.

D. Storage on Public Roadways Prohibited.

Public roads shall not be used for snow storage.

E. Drainage.

Adequate drainage shall be provided for the snow storage area to accommodate snowmelt and to ensure it does not drain onto adjacent property.

Sufficient space exists on the property for adequate snow storage. Parking spaces will not be used, and storage will not restrict access, nor will it drain onto adjacent properties.

DIVISION 10. ADDITIONAL STANDARDS FOR INDUSTRIAL USES.

7-1001. INDUSTRIAL USE.

These standards shall apply to all industrial uses:

A. Residential Subdivisions.

Industrial uses shall not occupy a lot in a platted residential Subdivision.

The Property is not within any residential subdivision.

B. Setbacks.

All activity associated with these uses shall be a minimum of 100 feet from an adjacent residential property line, unless the use is on an industrially zoned property, or located within a building. At a minimum, required setbacks as identified in Table 3-201 shall apply.

The proposed contractor's yard generally meets these setback requirements with the exception of the parcel to the south is classified as residential. From aerial photography, it appears that the residential use is separated from the proposed contractor's yard in excess of 100 feet by other non-residential uses for an excavation company.

C. Concealing and Screening.

When an industrial use is not located on an industrial zoned property, all storage, Fabrication, service, and repair operations shall be conducted within an enclosed building or have adequate provisions, based on location and topography, to conceal and screen the facility and/or operations from adjacent property(s).

All storage, service, or repair will be conducted within an enclosed building which will also be adequately screening so that these activities will not be visible to adjacent properties.

D. Storing.

- 1. Materials shall be stored on the property in a form or manner that will not be transferred off the property by any reasonably foreseeable natural cause or force.*
- 2. All products shall be stored in compliance with all national, State, and local codes.*
- 3. Shall be a minimum of 100 feet from an adjacent property line or located entirely within a building.*
- 4. Petroleum and hazardous products shall be stored in an impervious spill containment area(s).*

Materials will be stored in appropriate manners which follow all applicable codes and requirements. Materials will be stored so that natural forces won't remove the material, be stored in conformance with applicable code, will be

100 feet from adjacent property line or within a building, and petroleum and hazardous products will be stored in an impervious spill containment area.

E. Industrial Wastes.

All industrial wastes shall be disposed of in a manner consistent with Federal and State statutes and requirements of CDPHE. Flammable or explosive solids or gases and other hazardous materials including wastes shall be stored according to the manufacturer's standards and shall comply with the national, State, and local fire codes and written recommendations from the appropriate local fire protection district.

Should industrial wastes or hazardous materials be present on the Property, proper storage and disposal standards will be followed.

F. Noise.

Noise shall not exceed State noise standards pursuant to C.R.S., Article 12, Title 25, unless the use is regulated by the COGCC. In this case, the use shall be subject to COGCC rules in regard to noise abatement.

The Applicant agrees that noise from the Property will not exceed State standards. Loud noises are not anticipated from the storage yard.

G. Ground Vibration.

Every use shall be operated so that the ground vibration inherently and recurrently generated is not perceptible without instruments at any point of any boundary line of the property.

Ground vibration will not occur as a result of the activities on the Property.

H. Hours of Operation.

Any activity that will generate noise, odors, or glare beyond the property boundaries will be conducted between the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday, or as approved by the decision-making authority.

The Applicant agrees that any operational activities related to the proposed contractor's yard will occur between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday, unless otherwise approved.

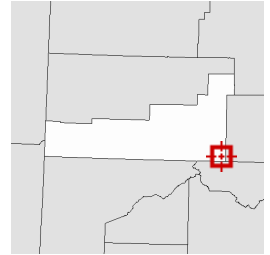
I. Interference, Nuisance, or Hazard.

Every use shall be so operated that it does not emit heat, glare, radiation, or fumes that substantially interfere with the existing use of adjoining property or that constitutes a public nuisance or hazard. Flaring of gases, aircraft warning signal, and reflective painting of storage tanks, or other legal requirements for safety or air pollution control measures, shall be exempted from this provision.

Heat, glare, radiation, and fume emissions will not occur as a result of the activities on the Property.



Overview



Legend

- Parcels
- Roads
- Parcel/Account Numbers
- Owner Name
- Lakes & Rivers
- County Boundary Line

| | | | | | | | |
|----------------|--------------|------------------|---------------------|--------------------|-----------|--------------|-------------|
| Account Number | R011048 | Physical Address | 3659 100 COUNTY RD | Total Actual Value | \$912,000 | Last 2 Sales | |
| Parcel Number | 239130300015 | | CARBONDALE 81623 | | | Date | Price |
| Acres | 5 | Owner Address | MTDAWWG LLC | | | 1/17/2024 | \$1,250,000 |
| Land SqFt | 0 | | 999 VALLEY ROAD | | | n/a | \$ |
| Tax Area | 011 | | CARBONDALE CO 81623 | | | | |
| Mill Levy | 72.5180 | | | | | | |

Date created: 8/14/2024
 Last Data Uploaded: 8/14/2024 2:46:39 AM

Developed by Schneider
 GEOSPATIAL

Garfield County, CO

Summary

Account R011048
Parcel 239130300015
Property Address 3659 100 COUNTY RD, CARBONDALE, CO 81623
Legal Description Section: 30 Township: 7 Range: 87 A TR IN LOTS 4 & 5 LYING SLY OF THE C/L OF THE BASIN DITCH. 5 ACRES
Acres 5
Land SqFt 0
Tax Area 11
Mill Levy 72.5180
Subdivision



[View Map](#)

Map



Owner

MTDWWG LLC
 999 VALLEY ROAD
 CARBONDALE CO 81623

Land

Unit Type SINGLE FAM.RES-LAND - 1112 (RESIDENTIAL PROPERTY)
Square Feet 0

Buildings

Building # 1
Units 1
Building Type SFR
Abstract Codes / (Property Type) SINGLE FAM.RES-IMPROVEMTS-1212 (RESIDENTIAL PROPERTY)
Architectural Style BI LEVEL
Stories 1
Frame WOOD FRAME
Actual Year Built 1972
Basement Area 1,032
Finish Basement Area 737
Gross Living Area 1,032
Total Heated SqFt 1,769
Bedrooms 2
Baths 1.5
Heating Fuel ELECTRIC
Heating Type ELEC BS BD
Air Conditioning NONE
Roof Type GABLE
Roof Cover PRO PANEL

Actual Values

| Tax Year | 2024 | 2023 | 2022 | 2021 | 2020 |
|--------------|--------------|--------------|--------------|--------------|--------------|
| Actual Value | \$912,000.00 | \$857,000.00 | \$608,780.00 | \$608,780.00 | \$552,540.00 |

Assessed Values

| Tax Year | 2024 | 2023 | 2022 | 2021 | 2020 |
|----------------|-------------|-------------|-------------|-------------|-------------|
| Assessed Value | \$61,110.00 | \$57,420.00 | \$42,320.00 | \$43,530.00 | \$39,500.00 |

Tax History

| Tax Year | 2023 | 2022 | 2021 | 2020 |
|--------------|------------|------------|------------|------------|
| Taxes Billed | \$4,164.00 | \$3,429.16 | \$3,472.64 | \$2,983.76 |

[Click here to view the tax information for this parcel on the Garfield County Treasurer's website.](#)

Transfers

| Sale Date | Deed Type | Reception Number | Book - Page | Sale Price |
|-----------|------------------------|------------------------|-------------|-------------|
| 1/17/2024 | BARGAIN AND SALE DEED | 992889 | | \$0 |
| 1/17/2024 | SPECIAL WARRANTY DEED | 992888 | | \$1,250,000 |
| 1/17/2024 | STATEMENT OF AUTHORITY | 992887 | | \$0 |
| 7/15/2001 | COURT DECREE | 584631 | 1269-969 | \$0 |
| 6/7/1997 | DEATH CERTIFICATE | 577330 | 1236-700 | \$0 |
| 7/26/1971 | WARRANTY DEED | 250473 | 0421-0077 | \$66,000 |

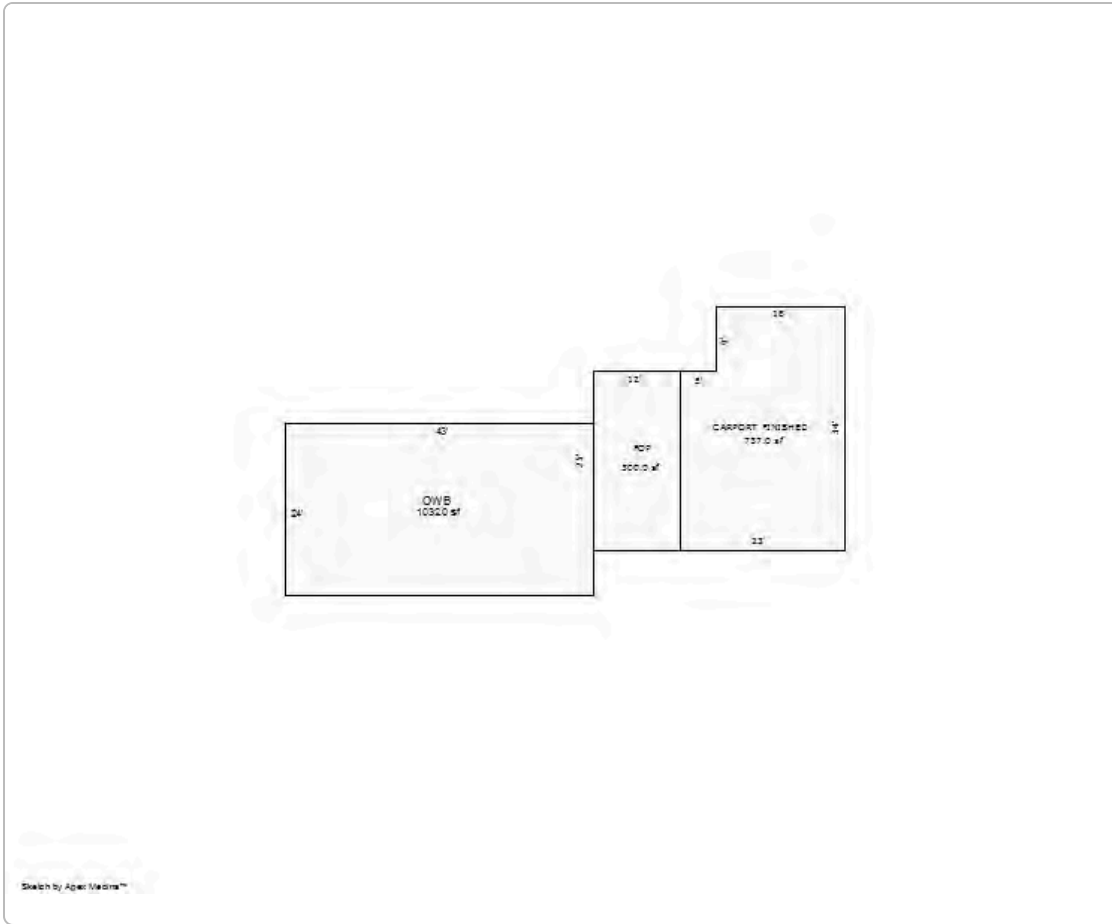
Property Related Public Documents

[Click here to view Property Related Public Documents](#)

Photos



Sketches



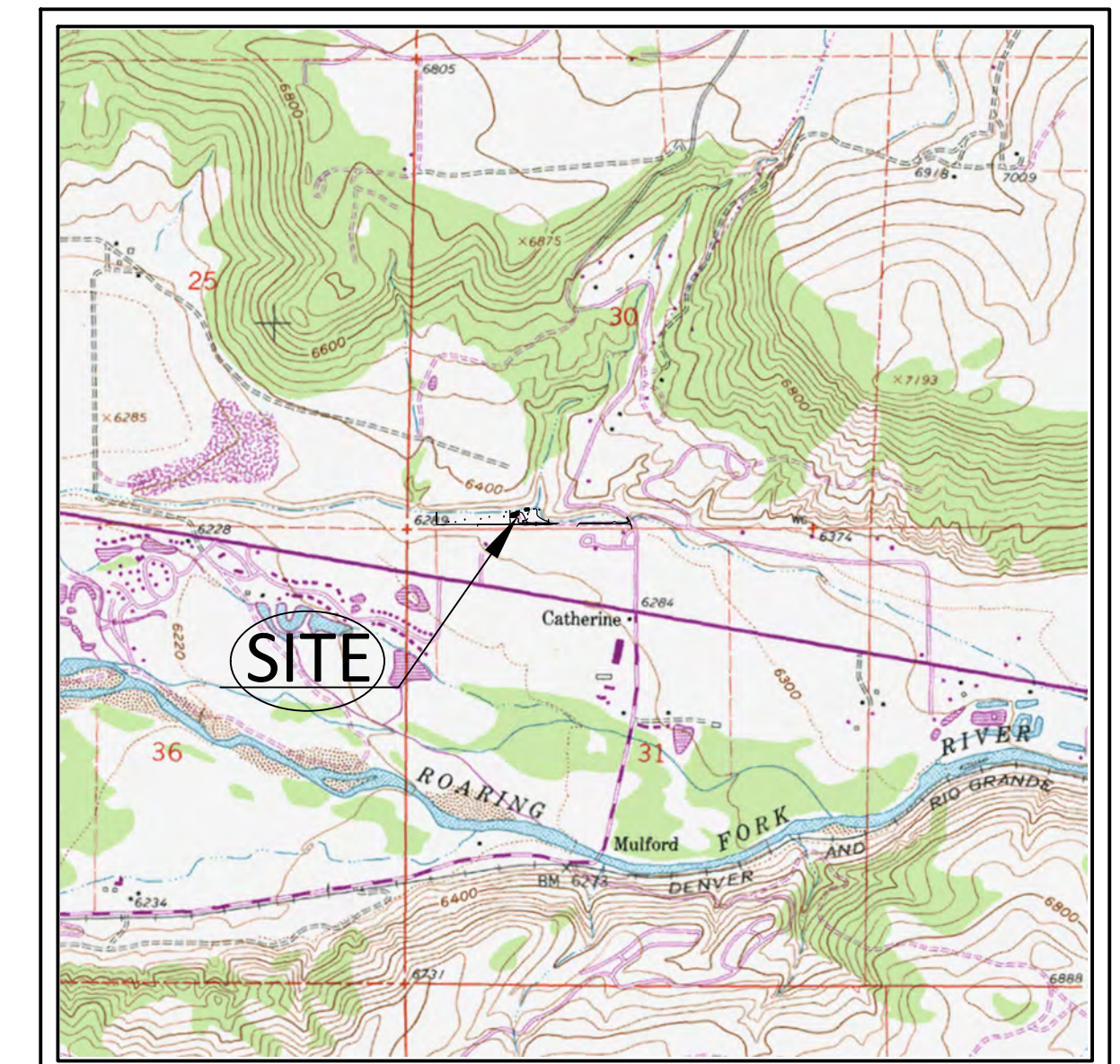
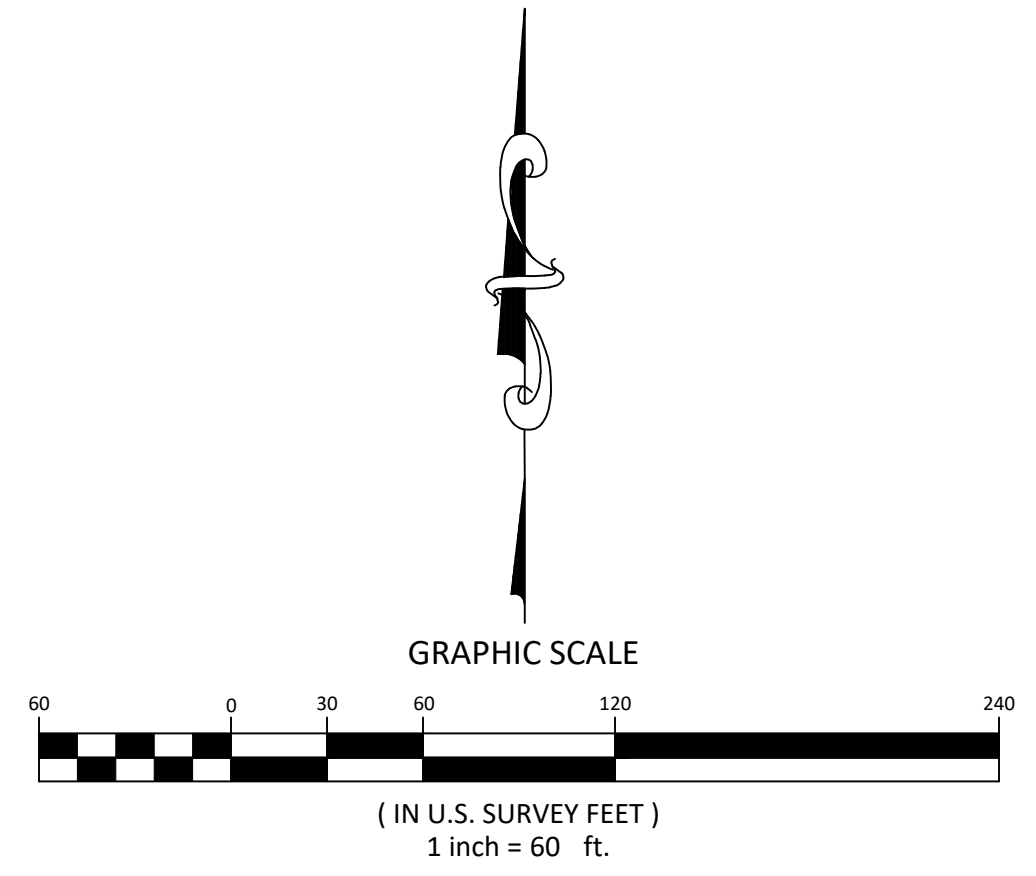
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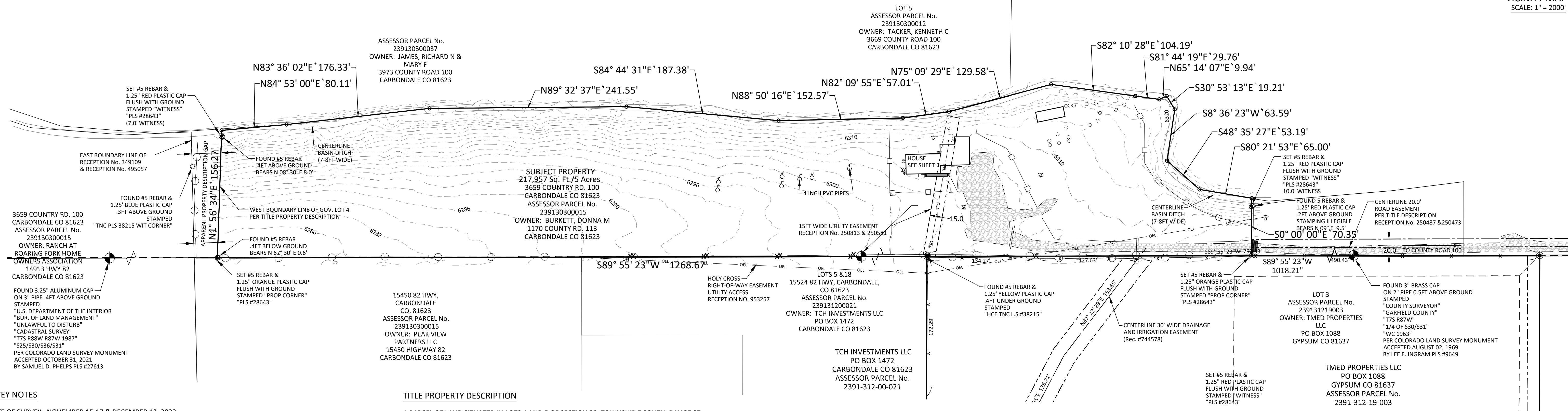
Developed by
 **Schneider**
GEO SPATIAL

IMPROVEMENT SURVEY PLAT WITH PARTIAL TOPOGRAPHY OF:
3659 COUNTRY ROAD 100
 SITUATED IN LOTS 4 & 5 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 87 WEST, OF THE SIXTH PRINCIPAL MERIDIAN,
 COUNTY OF GARFIELD, STATE OF COLORADO

SHEET 1 OF 2



VICINITY MAP SCALE: 1" = 2000'



SURVEY NOTES

- 1) DATE OF SURVEY: NOVEMBER 15-17 & DECEMBER 12, 2023.
- 2) DATE OF PREPARATION: NOVEMBER 16-DECEMBER 12, 2023.
- 3) BASIS OF BEARING: A BEARING OF N. 89°55'23" E. BETWEEN THE SOUTHWEST BOUNDARY CORNER OF SECTION 30, BOUNDARY CORNER LOCATED ON THE FOUND MONUMENT, A 3.25" ALUMINUM CAP PROTRUDING .4 FEET ABOVE GROUND WITH THE DESCRIPTION "U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, UNLAWFUL TO DISTURB, CADASTRAL SURVEY, T75 R88W R87W 1987" AND THE SOUTHWEST CORNER OF SECTION 30 MONUMENTED
- 4) BASIS OF SURVEY: THE TITLE COMMITMENT PREPARED BY TITLE COMPANY OF THE ROCKIES, #7002507-C WITH AN EFFECTIVE DATE OF NOVEMBER 02, 2023. AND THE FOUND SURVEY MONUMENTS AS SHOWN.
- 5) THIS SURVEY DOES NOT CONSTITUTE A TITLE SEARCH BY SOPRIS ENGINEERING, LLC (SE) TO DETERMINE OWNERSHIP OR EASEMENTS OF RECORD. FOR ALL INFORMATION REGARDING EASEMENTS, RIGHTS OF WAY AND/OR TITLE OF RECORD, SE REIED ON THE TITLE COMMITMENT PREPARED BY TITLE COMPANY OF THE ROCKIES, #7002507-C WITH AN EFFECTIVE DATE OF NOVEMBER 02, 2023.
- 6) THE LINEAR UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.
- 7) BASIS OF ELEVATION: PROJECT BASED ON GLOBAL POSITION SYSTEM (GPS) OBSERVATION FROM THE CONTINUOUS OPERATING REFERENCE STATION (CORS) SE01 UTILIZING THE CONTINENTAL UNITED STATES 2012 GEOID MODEL (GEOID 12B CONUS) AND BASED THE 1988 NORTH AMERICAN VERTICAL DATUM (NAVD88), THIS ESTABLISHED A SITE BENCHMARK ELEVATION OF 000.000'
- 8) CONTOURS SHOWN HEREON GENERATED FROM CLASSIFIED 2016 LIDAR DATA ACQUIRED THROUGH THE COLORADO GOVERNOR'S OFFICE OF INFORMATION TECHNOLOGY TOPOGRAPHY BASED ON VERTICAL DATUM NAVD 88 & AT TWO (2) FOOT INTERVALS.
- 9) THE LINEAR UNIT USED IN THE PREPARATION OF THIS PLAT IS THE U.S. SURVEY FOOT AS DEFINED BY THE UNITED STATES DEPARTMENT OF COMMERCE, NATIONAL INSTITUTE OF STANDARDS AND TECHNOLOGY.

TITLE PROPERTY DESCRIPTION

A PARCEL OF LAND SITUATED IN LOTS 4 AND 5 OF SECTION 30, TOWNSHIP 7 SOUTH, RANGE 87 WEST OF THE SIXTH PRINCIPAL MERIDIAN, LYING NORTHERLY OF THE SOUTHERLY LINE OF SAID SECTION 30, EASTERLY OF THE WESTERLY LINE OF SAID LOT 4 AND SOUTHERLY OF THE CENTERLINE OF BASIN DITCH AS CONSTRUCTED AND IN PLACE, SAID PARCEL BEING DESCRIBED AS FOLLOWS:
 BEGINNING AT A POINT ON THE SOUTHERLY LINE OF SAID SECTION 30, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 4, WHENCE THE SOUTHWEST CORNER OF SAID SECTION 30 BEARS:
 S. 89°55'23" W. 422.38 FEET;
 THENCE N. 01°56'34" E. 156.27 FEET ALONG THE WESTERLY LINE OF SAID LOT 4 TO A POINT IN THE CENTER OF SAID DITCH;
 THENCE ALONG SAID CENTERLINE ON THE FOLLOWING COURSES AND DISTANCES, TO-WIT:
 N. 84°53'00" E. 80.11 FEET;
 THENCE N. 83°36'02" E. 176.33 FEET;
 THENCE N. 89°32'37" E. 241.55 FEET;
 THENCE S. 84°44'31" E. 187.38 FEET;
 THENCE N. 88°50'16" E. 152.57 FEET;
 THENCE N. 82°09'55" E. 57.01 FEET;
 THENCE N. 75°09'29" E. 129.58 FEET;
 THENCE S. 82°10'28" E. 104.19 FEET;
 THENCE S. 81°44'19" E. 29.76 FEET;
 THENCE N. 65°14'07" E. 9.94 FEET;
 THENCE S. 30°53'13" E. 19.21 FEET;
 THENCE S. 08°35'23" W. 63.59 FEET;
 THENCE S. 48°35'27" E. 53.19 FEET;
 THENCE S. 80°21'53" E. 65.00 FEET;
 THENCE LEAVING SAID DITCH SOUTH 70.35 FEET TO A POINT ON THE SOUTHERLY LINE OF SAID SECTION 30; THENCE S. 89°55'23" W. 1268.67 FEET ALONG THE SOUTHERLY LINE OF SECTION 30 TO THE SOUTHWEST CORNER OF SAID LOT 4 THE POINT OF BEGINNING.

TOGETHER WITH A 20 FOOT ROAD EASEMENT, SAID EASEMENT BEING 10 FEET ON EACH SIDE OF THE CENTERLINE; BEGINNING AT A POINT ON THE EASTERLY LINE OF THE ABOVE DESCRIBED PARCEL OF LAND, WHENCE THE SOUTHWEST CORNER OF SECTION 30 BEARS:
 S. 89°36'06" W. 1691.01 FEET, SAID EASEMENT EXTENDING EASTERLY TO THE WESTERLY RIGHT-OF-WAY LINE OF A COUNTY ROAD AS CONSTRUCTED AND IN PLACE.

EXISTING CONDITIONS LEGEND

- CATV PEDESTAL
- TELEPHONE PEDESTAL
- ELECTRIC MANHOLE
- ELECTRIC METER
- ELECTRIC TRANSFORMER
- EXISTING GUY WIRE
- LIGHT POLE
- SEWER CLEANOUT
- WATER SPIGOT
- POWER POLE
- GAS METER
- GAS METER
- GAS MARKER
- WOODEN PILLAR MONUMENTS
- EXISTING OVERHEAD ELECTRIC
- EXISTING IRRIGATION DITCH
- EXISTING PROPERTY LINE
- EXISTING WIRE FENCE
- EXISTING WOOD FENCE
- EXISTING FENCE

IMPROVEMENT SURVEY PLAT

I, MARK S. BECKLER, HEREBY CERTIFY TO THE B3P IRREVOCABLE TRUST DATED DECEMBER 20, 2018, A NEVADA ASSET PROTECTION TRUST PECK FEIGENBAUM PC & TITLE COMPANY OF THE ROCKIES AS AGENT FOR CHICAGO TITLE INSURANCE COMPANY, THAT THIS IS AN "IMPROVEMENT SURVEY PLAT" AS DEFINED BY C.R.S. § 38-51-102(9), AND THAT IT IS A MONUMENTED LAND SURVEY SHOWING THE CURRENT LOCATION OF ALL STRUCTURES, WATER COURSES, WATER FEATURES AND/OR BODIES OF WATER, ROADS, VISIBLE UTILITIES, FENCES, OR WALLS SITUATED ON THE DESCRIBED PARCEL AND WITHIN FIVE FEET OF ALL BOUNDARIES OF SUCH PARCEL, ANY CONFLICTING BOUNDARY EVIDENCE OR VISIBLE ENCROACHMENTS, AND ALL EASEMENTS AND RIGHTS OF WAY OF A PUBLIC OR PRIVATE NATURE THAT ARE VISIBLE, OR APPARENT, OR OF RECORD AND UNDERGROUND UTILITIES DESCRIBED IN TITLE COMPANY OF THE ROCKIES, AS AGENT FOR CHICAGO TITLE INSURANCE FILE NO. 7002507-C OR OTHER SOURCES AS SPECIFIED ON THE IMPROVEMENT SURVEY PLAT.

MARK S. BECKLER L.S. #28643

SOPRIS ENGINEERING LLC
 502 MAIN STREET • SUITE A3 • CARBONDALE CO 81623
 (970) 704 0311 • soprisengineering.com

COUNTY OF GARFIELD STATE OF COLORADO

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

I. GENERAL NOTES

- ALL NOTES APPLY TO ALL DRAWINGS AND ALL TRADES.
- IT IS THE RESPONSIBILITY OF ALL CONTRACTORS TO COORDINATE THE INSTALLATION OF THEIR WORK WITH THAT TO BE INSTALLED BY ALL OTHER CONTRACTORS.
- EACH CONTRACTOR IS REQUIRED TO MAINTAIN FULL SETS OF THE CONTRACT DOCUMENTS FOR HIS/HER EMPLOYEES USE ON SITE, TO ASSURE THAT ALL WORK IS PROPERLY COORDINATED, AND FOR REVIEWS BY MUNICIPALITY OFFICIALS FOR INSPECTIONS.
- ALL CONTRACTORS AND TRADES ARE RESPONSIBLE FOR OBTAINING ANY AND ALL NECESSARY PERMITS AND INSPECTIONS PRIOR TO CONSTRUCTION AS REQUIRED BY LOCAL PLANNING, ZONING, BUILDING CODE OR ANY OTHER APPLICABLE AUTHORITY.
- STAN CLAUSON ASSOCIATES INC., THE OWNER AND/OR THE OWNER'S REPRESENTATIVE SHALL BE NOTIFIED OF ANY SITE CONDITIONS WHICH MAY NECESSITATE MODIFICATION TO THE PLAN. THE OWNER OR OWNER'S REPRESENTATIVE SHALL MAKE INFIELD MODIFICATIONS AS NECESSARY.
- CONTRACTOR SHALL PROVIDE ALL MATERIALS, EQUIPMENT, AND LABOR NECESSARY FOR ALL CONSTRUCTION, PROTECTION, MAINTENANCE AND RELATED ITEMS TO COMPLETE WORK INDICATED ON THE DRAWINGS.
- CONTRACTOR SHALL ADHERE TO AND/OR ACCOMMODATE ALL NECESSARY SITE INSPECTIONS RELATED TO ONSITE CONSTRUCTION.
- BEFORE COMMENCING ANY WORK CONTRACTOR SHALL ASCERTAIN THE LOCATION OF ALL UTILITIES, SUB-SURFACE DRAINAGE, AND UNDERGROUND CONSTRUCTION SO THAT PROPER PRECAUTIONS MAY BE TAKEN NOT TO DISTURB.
- CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS IN BRINGING EQUIPMENT ON TO AND OFF OF THE SITE. PROTECTING ALL EXISTING HARDSCAPE AND ANY OTHER EXISTING CONSTRUCTION ON THE SITE. CONTRACTOR SHALL MAKE CONTACT WITH PROPER AUTHORITIES BEFORE AND DURING THIS WORK SO AS TO COMPLY WITH ALL REGULATIONS AND ORDINANCES.
- CONTRACTOR SHALL FIELD LOCATE ALL UTILITIES PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGE CAUSED DURING CONSTRUCTION AND SHALL MAKE REPAIRS AT THEIR OWN EXPENSE. ANY NECESSARY REPAIRS TO EXISTING UTILITIES SHALL BE IN ACCORDANCE WITH NATIONAL, STATE AND LOCAL CODES.
- CONTRACTOR SHALL VERIFY ALL EXISTING TREE CONDITIONS AND ELEVATIONS PRIOR TO CONSTRUCTION. CONTRACTOR SHALL NOTIFY THE OWNER OR OWNER'S REPRESENTATIVE OF ANY DISCREPANCIES PRIOR TO THEIR REMOVAL.
- CONTRACTOR SHALL INSTALL AND MAINTAIN TREE PROTECTION FENCE THROUGHOUT CONSTRUCTION. TREE PROTECTION FENCE SHALL BE LOCATED AROUND THE DRIP LINE OF ALL TREES AND NATURAL AREAS TO REMAIN.
- CONTRACTOR SHALL STAKE ALL WORK TO BE CONSTRUCTED AND OBTAIN APPROVAL FROM THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION. ANY DISCREPANCIES SHALL BE RESOLVED WITH THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
- ALL CONSTRUCTION FOR ALL TRADES SHALL CONFORM TO OR EXCEED THE PRODUCT MANUFACTURER'S RECOMMENDATIONS, REGULATIONS OF THE COUNTY AND THE AMERICANS WITH DISABILITIES ACT, AS WELL AS ANY OTHER APPLICABLE NATIONAL, STATE, AND/OR LOCAL CODES AND ANY OTHER GOVERNING AUTHORITIES.
- CONTRACTOR ACCESS FOR CONSTRUCTION SHALL BE AS DIRECTED BY THE OWNER OR OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL PROTECT THE GENERAL PUBLIC FROM CONSTRUCTION AREAS THROUGHOUT CONSTRUCTION.
- ANY DEVIATION FROM THESE PLANS MUST BE SPECIFICALLY APPROVED BY THE LANDSCAPE ARCHITECT AND THE OWNER OR OWNER'S REPRESENTATIVE.

II. GENERAL DISTURBANCE NOTES

- SILT FENCE OR OTHER SEDIMENT CONTROL MEASURES SHALL BE INSTALLED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION ACTIVITIES.
- TEMPORARY CONSTRUCTION ENTRANCE SHALL BE INSTALLED AFTER SILT FENCE AND PRIOR TO ALL OTHER CONSTRUCTION ACTIVITIES.
- ALL SEDIMENT AND EROSION CONTROL DEVICES SHALL BE ROUTINELY INSPECTED BY THE CONTRACTOR, INCLUDING WITHIN 24 HOURS OF THE END OF A STORM EVENT TO INSURE INTEGRITY. DAMAGED OR INEFFICIENT DEVICE MAINTENANCE MUST BE PERFORMED AS SOON AS PRACTICAL.
- CONTRACTOR TO PROVIDE SILT FENCE AND/OR OTHER EROSION CONTROL DEVICES, AS MAY BE REQUIRED, DURING UTILITY CONSTRUCTION. ALL DISTURBED AREAS SHALL BE GRADED AND STABILIZED IMMEDIATELY AFTER UTILITY INSTALLATION. IF WATER IS ENCOUNTERED WHILE TRENCHING, THE WATER SHOULD BE FILTERED TO REMOVE ANY SEDIMENTS BEFORE BEING PUMPED BACK INTO ANY WATERS OF THE STATE. ALL EROSION CONTROL DEVICES SHALL BE PROPERLY MAINTAINED BY THE CONTRACTOR UNTIL THE COMPLETION OF ALL CONSTRUCTION ACTIVITIES AND ALL DISTURBED AREAS HAVE BEEN STABILIZED. ADDITIONAL CONTROL DEVICES MAY BE REQUIRED DURING CONSTRUCTION IN ORDER TO CONTROL EROSION AND/OR OFFSITE SEDIMENTATION. ALL TEMPORARY CONTROL DEVICES SHALL BE REMOVED ONCE CONSTRUCTION IS COMPLETE AND STABILIZED.
- THE CONTRACTOR SHOULD TAKE NECESSARY ACTION TO MINIMIZE THE TRACKING OF MUD, SOIL, OR DEBRIS ONTO PAVED SURFACES FROM CONSTRUCTION AREAS. THE CONTRACTOR SHOULD REMOVE MUD/SOIL DAILY FROM PAVED SURFACES AS REQUIRED.
- ALL WATERS OF THE STATE (WOS) ARE TO BE FLAGGED OR OTHERWISE CLEARLY MARKED IN THE FIELD. A DOUBLE ROW OF SILT FENCE IS TO BE INSTALLED IN AREAS WHERE A 50-FOOT BUFFER CAN'T BE MAINTAINED BETWEEN THE DISTURBED AREA AND ALL WOS. A 10-FOOT BUFFER SHOULD BE MAINTAINED BETWEEN THE LAST ROW OF SILT FENCE AND ALL WOS.
- LITTER, CONSTRUCTION DEBRIS, AND BUILDING PRODUCTS WITH SIGNIFICANT POTENTIAL FOR IMPACT (SUCH AS STOCKPILES OF FRESHLY TREATED LUMBER), AS WELL AS, FUELS, OILS, AND CONSTRUCTION CHEMICALS THAT COULD BE EXPOSED TO STORMWATER MUST BE CONTAINED AND PROPERLY STORED IN AN EFFORT TO PREVENT FROM BECOMING A POLLUTANT SOURCE IN STORMWATER DISCHARGES.
- STABILIZATION MEASURES SHALL BE INITIATED AS SOON AS PRACTICAL IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, BUT IN NO CASE MORE THAN FOURTEEN (14) DAYS AFTER WORK HAS CEASED EXCEPT AS STATED BELOW:
 - WHERE STABILIZATION BY THE 14TH DAY IS PRECLUDED BY SNOW COVER OR FROZEN GROUND CONDITIONS, STABILIZATION MEASURES MUST BE INITIATED AS SOON AS PRACTICAL.
 - WHERE CONSTRUCTION ACTIVITY ON A PORTION OF THE SITE IS TEMPORARILY CEASED AND EARTH-MOVING ACTIVITIES WILL BE RESUMED WITHIN 14 DAYS, TEMPORARY STABILIZATION MEASURES DO NOT HAVE TO BE INITIATED ON THAT PORTION OF THE SITE.

III. DEMOLITION NOTES

- CONTRACTOR SHALL CONTACT LOCAL UTILITIES PRIOR TO CONSTRUCTION FOR INSTRUCTION ON SPECIFIC DEMOLITION PROCEDURES THAT MAY BE REQUIRED.
- CONTRACTOR SHALL ABIDE BY ALL REQUIREMENTS OF FEDERAL, STATE, AND LOCAL REGULATORY AGENCIES WHICH MAY HAVE JURISDICTION.
- STOCKPILE INDIGENOUS SOILS AS PER SOIL REPORT RESULTS.
- ALL DEMOLITION MATERIAL SHALL BE REMOVED FROM THE PROJECT SITE AND DISPOSED OF PROPERLY IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATORY AGENCIES.
- CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL INFORMATION PROVIDED WITHIN THE DRAWINGS. CONTRACTOR SHALL PERFORM HIS/HER OWN ASSESSMENT AND ESTIMATE OF MATERIAL TO BE DEMOLISHED. ANY DISCREPANCIES FOUND SHOULD BE REPORTED TO THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO BEGINNING WORK.
- ALL UTILITIES INDICATED ARE APPROXIMATE AND ARE FOR ESTIMATING PURPOSES ONLY. EXACT LOCATIONS SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO BEGINNING WORK. ALL UTILITIES SHALL BE LOCATED AND PROTECTED AS TO PREVENT POTENTIAL DAMAGE. ANY AND ALL DAMAGE OCCURRING DURING THE CONSTRUCTION PROCESS IS TO BE IMMEDIATELY REPORTED TO THE APPROPRIATE UTILITY AUTHORITY AND ALL REPAIRS SHALL BE MADE IN ACCORDANCE WITH THE RESPECTIVE AUTHORITY'S REQUIREMENTS. THE SAFE DEMOLITION AND REMOVAL OF UTILITIES, STRUCTURES AND EQUIPMENT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR IS RESPONSIBLE FOR THE NOTIFICATION OF THE UTILITY AUTHORITY HAVING JURISDICTION OVER ANY EASEMENT IMPACTED BY WORK AND OBTAINING APPROVAL PRIOR TO BEGINNING.
- REMOVAL OF ANY AND ALL MATERIALS INDICATED INCLUDES ALL MATERIALS ASSOCIATED WITH THAT ITEM INCLUDING SUBSURFACE MATERIAL, IF APPLICABLE, NOT NEEDED OR IN NEED OF REPLACEMENT.
- PROPER CARE SHALL BE TAKEN WHEN WORKING WITHIN THE PROXIMITY OF EXISTING TREES TO REMAIN. PROPER TREE PROTECTION IN ACCORDANCE WITH LOCAL CODES SHALL BE INSTALLED PRIOR TO BEGINNING WORK AND SHALL BE MAINTAINED THROUGHOUT THE CONSTRUCTION PROCESS.
- SOME TREES AND SHRUBS SCHEDULED FOR RELOCATION AND REUSE ON THE PROPERTY MAY NOT BE SALVAGEABLE DUE TO UNDERGROUND UTILITIES. CONTRACTOR IS RESPONSIBLE FOR IMMEDIATE NOTIFICATION OF OWNER OR OWNER'S REPRESENTATIVE IN SUCH INSTANCES.
- BARRIERS AND/OR FLAG MEN MAY BE REQUIRED FOR SAFETY. VERIFY REQUIREMENTS WITH THE OWNER FOR SUCH NEEDS PRIOR TO BEGINNING WORK. CONTRACTOR IS RESPONSIBLE FOR OBTAINING APPROVAL OF TRAFFIC CONTROL REQUIREMENTS FROM GOVERNING MUNICIPALITY.
- THE OWNER SHALL BE NOTIFIED AS TO THE TIMING OF WORK SO THAT PROPER SECURITY NOTIFICATION CAN BE MADE.

IV. GRADING & DRAINAGE

- CONTRACTOR SHALL VISIT SITE PRIOR TO BIDDING TO VERIFY EXISTING CONDITIONS AND GRADES IN THE FIELD.
- THE CONTRACTOR SHALL VERIFY ALL EXISTING UTILITY LOCATIONS AND ELEVATIONS PRIOR TO COMMENCEMENT OF WORK.
- CONTRACTOR SHALL VERIFY ALL ELEVATIONS PRIOR TO CONSTRUCTION AND NOTIFY OWNERS REPRESENTATIVE OF DISCREPANCIES.
- REFER TO THE CIVIL ENGINEER PLANS FOR SUB-DRAIN SYSTEM, INVERT ELEVATIONS, DRAINAGE STRUCTURES AND PRECISE GRADING.
- REFER TO ARCHITECTURAL DRAWINGS FOR ADDITIONAL DRAINAGE INFORMATION. LANDSCAPE ARCHITECT TO SELECT ALL DRAIN COVERS.
- IF DISCREPANCIES DEVELOP BETWEEN THE PROPOSED GRADES INDICATED AND EXISTING GRADE, THE CONTRACTOR, WITH PRIOR APPROVAL FROM THE LANDSCAPE ARCHITECT, SHALL MAKE NECESSARY ADJUSTMENTS AS REQUIRED WHILE MAINTAINING GENERAL DESIGN INTENT.
- TOP OF WALL ELEVATIONS SHALL BE ADJUSTED IN THE FIELD BY THE LANDSCAPE ARCHITECT AND SHALL BE APPROVED BY THE STRUCTURAL ENGINEER.
- STRIPPING AND STOCKPILING OF INDIGENOUS SOIL (TOPSOIL) SHALL BE REQUIRED DURING CONSTRUCTION (EXCEPT AS WAIVED BY THE CITY OF ASPEN). STOCKPILING MAY NOT OCCUR ON EXISTING NATIVE VEGETATION OUTSIDE OF THE DISTURBANCE AREA.
- ALL SOILS SHALL BE DEVOID OF HERBICIDES, HEAVY METALS, BIOLOGICAL TOXINS OR HYDROCARBONS THAT MAY IMPACT PLANT GROWTH OR EXCEED THE EPA'S STANDARDS FOR SOIL CONTAMINANT.
- ALL REQUIRED FILL SHALL BE COMPACTED PER GEOTECHNICAL ENGINEER'S RECOMMENDATIONS TO PREVENT FUTURE SETTLING AND MAINTAIN STRUCTURAL STABILITY. ALL IMPORT FILL SHOULD BE FREE FROM NOXIOUS WEEDS AND CHEMICAL CONTAMINATES AND SHALL BE TESTED FOR AGRICULTURAL STABILITY PRIOR TO DELIVERY TO SITE.
- ALL AREAS TO RECEIVE PLANTING SHALL BE ROUGH SHAPED TO ELEVATIONS SHOWN ON PLANS AND DETAILS PRIOR TO COMMENCEMENT OF ANY PLANTING AND IRRIGATION WORK UNDER THIS CONTRACT. CONTRACTOR WILL BE REQUIRED TO PERFORM FINISH GRADING FOR PROPER ROCK PLACEMENT, MOUNDING OR REPAIR WORK RESULTING FROM WORK PERFORMED UNDER THIS CONTRACT.
- CONTRACTOR SHALL BE RESPONSIBLE FOR FINE GRADING AND PROPER SURFACE DRAINAGE IN ALL AREAS. FINE GRADING SHALL BE COMPLETED AS INDICATED BY CONTOURS AND SPOT ELEVATIONS. PROPOSED ELEVATIONS SHOWN ARE FINISHED GRADE. FINAL GRADES SHALL BE TO WITHIN 2/10THS OF THOSE INDICATED ON GRADING PLAN.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ANY AND ALL HARDSCAPE AREAS DAMAGED DURING CONSTRUCTION.
- ALL EXISTING DRAINAGE STRUCTURES SHALL BE PROTECTED AND MAINTAINED DURING CONSTRUCTION.
- CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE AWAY FROM ALL BUILDING FOUNDATIONS & BUILT STRUCTURES AT 2% MINIMUM OR AS REQUIRED. HARDSCAPE SURFACES SHALL MAINTAIN 1.5% MINIMUM SLOPE UNLESS OTHERWISE SPECIFIED. DRAINAGE IN PLANTED AREAS WILL BE DIRECTED TO SHALLOW SURFACE SWALES OR AREA DRAINS AT 2% MINIMUM.
- SURFACE DRAINAGE SHALL BE DIRECTED AWAY FROM ADJACENT PROPERTIES.
- FINISH GRADE AT BUILDING FOUNDATIONS AND BUILT STRUCTURES TO BE 6" BELOW FINISH FLOOR ELEVATION, TYPICAL. PAVING AREAS AT BUILDING ENTRIES AND STRUCTURAL INTERFACES SHALL NOT EXCEED FINISHED FLOOR ELEVATION AND PROVIDE POSITIVE DRAINAGE AWAY FROM ARCHITECTURE.
- CONNECT ALL ROOF GUTTER DOWN SPOUTS TO STORM DRAINAGE SYSTEM. SEE ARCHITECTURAL PLANS FOR LOCATIONS.
- OUTDOOR SHOWERS, POOLS, SPA, AND FOUNTAINS TO BE TIED INTO SEWER SYSTEM.
- ALL PROPOSED GRADING SHALL REMAIN CLEAR OF DRIP LINE OF ALL EXISTING TREES TO REMAIN.
- CONTRACTOR SHALL INSTALL EROSION CONTROL SILT FENCE AROUND PROJECT ENVELOPE PRIOR TO CONSTRUCTION.
- ALL DISTURBED AREAS SHALL BE RE-VEGETATED OR STABILIZED WITH APPROPRIATE NATIVE PLANT MATERIAL OR MULCH PER PLAN.

V. CONSTRUCTION NOTES

- ALL DETAILS AND ELEVATIONS ARE INTENDED TO DESCRIBE DESIGN INTENT ONLY. ALL CONTRACTORS AND TRADES TO PRODUCE SHOP DRAWINGS TO SHOW SIZE, MATERIALS, FOOTINGS, DRAINAGE, CONNECTIONS, STRUCTURAL INTEGRITY, ETC. FOR FINAL APPROVAL BY LANDSCAPE ARCHITECT AND OWNER OR OWNER'S REPRESENTATIVE.
- CONTRACTOR SHALL PROVIDE SAMPLES OF ALL MATERIALS AND OBTAIN APPROVAL FROM OWNER, OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.
- TOPOGRAPHY MAY REQUIRE ADJUSTMENT OF FINAL SPOT ELEVATIONS FOR PROPOSED VERTICAL CONSTRUCTION ELEMENTS. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE LANDSCAPE ARCHITECT AND OWNER OR OWNER'S REPRESENTATIVE OF ANY SUCH NECESSARY ADJUSTMENTS.
- CONTRACTOR SHALL PROVIDE FILL AS REQUIRED TO OBTAIN PROPER RELATIONSHIP OF FOOTING TO FINISH GRAD - FEATHER FILL TO MEET ADJACENT EXISTING GRADE AND TO ASSURE A COORDINATED DESIRED EFFECT.
- CONTRACTOR IS RESPONSIBLE FOR ANY AND ALL DAMAGE TO EXISTING CONDITIONS SCHEDULED TO REMAIN.
- CONTRACTOR IS RESPONSIBLE FOR FOR LOCATING ANY AND ALL UTILITIES PRIOR TO BEGINNING WORK AND FOR ANY DAMAGE THAT MAY OCCUR THROUGHOUT THE CONSTRUCTION PROCESS.
- "IN-FIELD ADJUSTMENTS" NECESSARY TO MAINTAIN DESIGN INTENT SHALL BE APPROVED BY THE LANDSCAPE ARCHITECT AND OWNER OR OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
- ALL CONCRETE TO BE 3000 PSI AT 28 DAYS UNLESS OTHERWISE SPECIFIED.
- ALL WELDS TO BE CONTINUOUS.
- ALL WOOD MEMBERS SHALL BE WEATHER RESISTANT AND APPROPRIATE FOR APPLICATION. WOOD SELECTION SHALL BE APPROVED BY LANDSCAPE ARCHITECT AND OWNER OR OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION UNLESS OTHERWISE SPECIFIED. ALL CUTS SHALL BE EVEN. SAND FOUR SIDES AND FILL IMPERFECTIONS, COUNTERSINKS AND NAIL HOLES TO ASSURE EVEN FINISH.
- CONTRACTOR SHALL VERIFY ALL WOOD MEMBERS FOR APPROPRIATE SIZE, SPACING, ATTACHMENTS AND STRUCTURAL STABILITY PRIOR TO CONSTRUCTION. CONTRACTOR TO REPORT ANY DISCREPANCIES TO OWNER, OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT.
- ALL CONNECTORS, UNLESS OTHERWISE SPECIFIED, SHALL BE STAINLESS STEEL.
- ALL FASTENERS SHALL BE HOT DIPPED GALVANIZED.

VI. LAYOUT NOTES

- ALL CONSTRUCTION STAKING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
- CONTRACTOR SHALL FIELD LOCATE, STAKE AND USE COLOR CODED SPRAY PAINT FOR ALL ABOVE AND BELOW GROUND UTILITIES. CONTRACTOR TO CONFIRM UTILITY ELEVATION PRIOR TO CONSTRUCTION. ANY EXISTING UTILITY CONFLICTS WITH SITE IMPROVEMENTS TO BE REPORTED TO OWNER, OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION. CONTRACTOR IS RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES AS STATED IN THE GENERAL NOTES.
- ALL SITE IMPROVEMENTS REPRESENTED IN THE DRAWINGS SHALL BE STAKED AND REVIEWED WITH THE OWNER OR OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION. ANY DISCREPANCIES TO BE REPORTED TO THE OWNER, OWNER'S REPRESENTATIVE, OR LANDSCAPE ARCHITECT.
- ALL DIMENSIONS ARE TO EDGE OF PAVING AND CENTERLINE OF WALLS AND COLUMNS UNLESS OTHERWISE INDICATED.
- ALL ANGLES ARE 90 DEGREES UNLESS OTHERWISE INDICATED.
- CONTRACTOR SHALL PROVIDE LIGHTING, IRRIGATION AND ANY OTHER CONDUIT NEEDED TO ALL LANDSCAPE AREAS.
- THE CONTRACTOR SHALL PROTECT ALL TREES AND VEGETATION TO REMAIN.
- ANY AND ALL FIELD ADJUSTMENTS SHALL RECEIVE APPROVAL FROM THE OWNER, OWNER'S REPRESENTATIVE OR LANDSCAPE ARCHITECT PRIOR TO CONSTRUCTION.

VII. IRRIGATION NOTES

- BACKFLOW PREVENTION DEVICES, MANUAL AND MASTER SHUTOFF VALVES, SMART IRRIGATION CONTROLLERS, AND SENSORS (E.G. RAIN, FREEZE, WIND, AND/OR SOIL MOISTURE ETC.) SHALL BE PLANNED, DESIGNED, AND USED ACCORDING TO THE MOST CURRENT VERSION OF THE LANDSCAPE IRRIGATION BEST MANAGEMENT PRACTICES BY THE IRRIGATION ASSOCIATION AND THE AMERICAN SOCIETY OF IRRIGATION CONSULTANTS.
- IRRIGATION SYSTEMS SHALL BE DESIGNED TO PREVENT RUNOFF, LOW HEAD DRAINAGE, OVERSPRAY, OR OTHER SIMILAR CONDITIONS WHERE IRRIGATION WATER FLOWS ONTO NON-TARGETED AREAS, SUCH AS ADJACENT PROPERTY, NON-IRRIGATED AREAS, HARDSCAPES, ROADWAYS, OR STRUCTURES.
- MINIMUM POP-UP HEIGHT FOR SPRINKLERS IN TURFGRASS AREAS SHALL BE SIX INCHES (6").
- IRRIGATION SYSTEMS SHALL BE DESIGNED TO ENSURE OPERATING PRESSURE AT EACH EMISSION DEVICE IS WITHIN MANUFACTURER RECOMMENDED PRESSURE RANGE FOR OPTIMAL PERFORMANCE.
- SPRINKLERS WITHIN A ZONE SHALL HAVE MATCHED PRECIPITATION RATES.
- SPRINKLER SPACING SHALL BE DESIGNED TO ACHIEVE THE HIGHEST POSSIBLE DISTRIBUTION UNIFORMITY USING MANUFACTURER RECOMMENDATIONS. SPACING MUST ACHIEVE HEAD-TO-HEAD COVERAGE. ALL SPRINKLER HEADS INSTALLED IN THE TURFGRASS AREAS SHALL HAVE A DISTRIBUTION UNIFORMITY OF 0.65 OR HIGHER USING THE PROTOCOL DEFINED IN ASABE/ICC 802-2014.
- IRRIGATION SYSTEMS MUST BE DESIGNED AND INSTALLED TO MEET, AT A MINIMUM, ANY WATER WINDOWS OR RESTRICTIONS FOR OPERATIONS SUCH AS DAY OF THE WEEK AND HOURS OF THE DAY.
- IRRIGATION SYSTEMS SHALL BE MAINTAINED TO ENSURE PROPER OPERATION AND FUNCTION FOR WATER USE EFFICIENCY
 - A REGULAR MAINTENANCE SCHEDULE SHALL INCLUDE, BUT NOT BE LIMITED TO, ROUTINE INSPECTIONS, ADJUSTMENT AND REPAIR OF THE IRRIGATIONS SYSTEM AND ITS COMPONENTS.
 - IRRIGATION SYSTEMS SHALL BE DEVELOPED, MANAGED, AND EVALUATED TO UTILIZE THE MINIMUM AMOUNT OF WATER REQUIRED TO MAINTAIN PLANT HEALTH.
 - OVERHEAD IRRIGATION SHALL BE SCHEDULED BETWEEN 6PM AND 8AM UNLESS WEATHER CONDITIONS PREVENT IT OR AN ALTERNATE SCHEDULE IS DECLARED UNDER CITY WATER SHORTAGE ORDINANCE.

VIII. SOIL PREPARATION AND FERTILIZER NOTES

- ORGANIC MATERIAL FOR SOIL PREPARATION FOR SEEDING, SODDING AND PLANT PIT BACKFILL SHALL BE PLANT-BASED CLASS I OR CLASS II COMPOST.
- ALL SOIL MUST BE SANDY LOAM WITH A MINIMUM AMENDMENT DEPTH OF 6" FOR GRASSES, SHRUBS, PERENNIALS, AND ANNUALS WITH AT LEAST 5% ORGANIC MATTER BY VOLUME.
- CONTRACTOR SHALL SUBMIT A TOPSOIL SAMPLE FROM THE PROJECT SITE TO COLORADO STATE EXTENSION- SOIL, WATER AND PLANT TESTING LAB. THE ROUTINE GARDEN AND LANDSCAPE SOIL TEST SHOULD BE SUFFICIENT UNLESS A SPECIAL PROBLEM IS SUSPECTED. THIS REPORT SHALL BE AVAILABLE THROUGHOUT THE CONSTRUCTION PROCESS AND FOR VERIFICATION AT THE TIME OF PRE INSTALLATION INSPECTION.
- FERTILIZER COMPOSITION SHALL BE BASED ON SOILS TEST RECOMMENDATIONS.
- APPLICATION RATES SHALL BE BASED ON SOILS TEST RECOMMENDATIONS.
- CONTRACTOR SHALL PROVIDE SAMPLE AND WRITTEN CONFIRMATION OF ORGANIC MATERIAL FROM SUPPLIER, INCLUDING PERCENT ORGANIC MATTER, SALTS AND NUTRIENT COMPOSITION.
- SITE SHALL BE FREE OF ROCKS AND DEBRIS OVER ONE INCH (1") DIAMETER IN SIZE. ROCKS AND DEBRIS 0.5 INCH (0.5") TO ONE INCH (1") SHALL NOT EXCEED 5 PERCENT (5%) BY VOLUME AND GRAVEL 0.6 INCH (0.6") TO 1.25 INCHES (1.25") SHALL NOT EXCEED 5 PERCENT (5%) BY VOLUME. PARTICLES SUCH AS CONCRETE, BRICK, GLASS, METAL, WOOD OR PLASTIC GRATER THAN ONE INCH (1") SHALL NOT BE ALLOWED.
- THE SITE SHALL BE FREE OF DIRT CLODS OVER THREE-QUARTER INCH (3/4") DIAMETER IN SIZE.
- UPON ACCEPTANCE OF SITE GRADING BY THE LANDSCAPE ARCHITECT, THE ORGANIC MATERIAL SHALL BE SPREAD OVER ALL AREAS DESIGNATED FOR NATIVE SEEDING, SODDING AND LANDSCAPE AREAS. EVENLY APPLY AND IMMEDIATELY INCORPORATE MATERIALS INTO THE TOPSOIL BY MEANS OF A DISC HARROW OR OTHER APPROVED METHOD TO A DEPTH OF THREE (3) INCHES.
- FINISHED GRADING AND PREPARATION OF THE SEEDING AREAS SHALL BE ACHIEVED BY FINE RAKING UNTIL THE SURFACE IS SMOOTH, FRIABLE, AND OF A UNIFORM FINE TEXTURE AND COMPACTION HAVING NO LUMPS OR STONES OVER ONE (1) INCH. NO SEED OR PLANT MATERIAL SHALL BE INSTALLED ON ANY AREA WHICH HAS NOT BEEN PREPARED. OBTAIN THE LANDSCAPE ARCHITECT'S ACCEPTANCE OF PREPARED AREAS PRIOR TO PROCEEDING.
- ORGANIC MATERIAL SHALL BE SPREAD NO MORE THAN FIVE (5) DAYS BEFORE SEEDING.
- MAINTENANCE PERIOD: SHALL BEGIN IMMEDIATELY AFTER SITE PREPARATION OF EACH AREA AND SHALL CONTINUE IN ACCORDANCE WITH THE FOLLOWING REQUIREMENTS:
 - PROTECT PREPARED AREAS FROM EROSION AND TRAFFIC; REPAIR AND REESTABLISH GRADES AND SOIL AMENDMENTS IN SETTLED OR DAMAGED AREAS. REAPPLY
 - FINE GRADING SHALL BE DONE BEFORE PLANTING.
 - FOR GROUND SURFACE AREAS SURROUNDING BUILDINGS TO BE LANDSCAPED, MAINTAIN REQUIRED POSITIVE DRAINAGE AWAY FROM BUILDINGS AND ESTABLISH FINISHED GRADES TO WITHIN (0.10) FOOT OF GRADES AS SHOWN IN DRAWINGS.
 - NOXIOUS WEEDS OR PARTS THEREOF SHALL NOT BE PRESENT IN THE SURFACE GRADE PRIOR TO, AND DURING OR AFTER THE COURSE OF LANDSCAPING.
- GUARANTEE:
 - UPON COMPLETION OF SOIL PREPARATION WORK, THE CONTRACTOR SHALL GUARANTEE THAT NO ROCK, CONCRETE, CONSTRUCTION MATERIALS OR OTHER RUBBLE LIE WITHIN THE PREPARED AREAS.
 - CONTRACTOR SHALL ALSO GUARANTEE AGAINST SETTLEMENT FOR ONE FULL YEAR AFTER FINAL ACCEPTANCE. ANY CORRECTIONS REQUIRED TO MEET THIS SPECIFICATION, INCLUDING REPAIR/ REPLACEMENT OF SEED SHALL BE THE CONTRACTOR'S EXPENSE.

IX. PLANTING NOTES

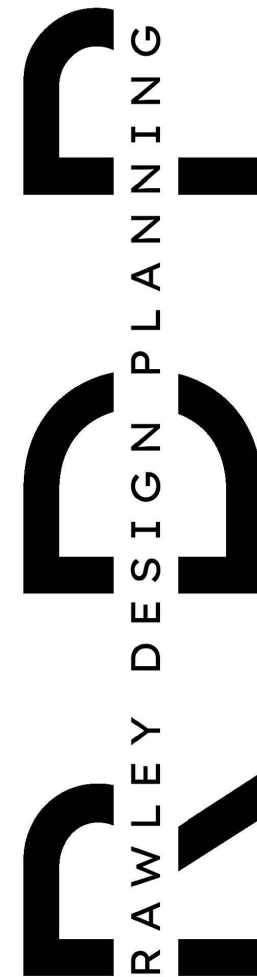
- CONTRACTOR IS RESPONSIBLE FOR INSPECTION OF EXISTING CONDITIONS AND PROMPTLY REPORTING ANY DISCREPANCIES OR CONFLICTS WITH PLANTING AREAS TO THE OWNER, OWNER'S REPRESENTATIVE AND LANDSCAPE ARCHITECT.
- CONTRACTOR IS RESPONSIBLE FOR LOCATING ANY EXISTING UTILITIES, ANY DAMAGE THAT MAY OCCUR DURING CONSTRUCTION, AND ALL NECESSARY REPAIRS BE IN ACCORDANCE WITH NATIONAL, STATE AND LOCAL CODES.
- LANDSCAPE PLANTING BEDS AND/OR MULCHED AREAS TO BE FINE GRADED, HAND RAKED SMOOTH, AND FREE OF DEBRIS.
- CONTRACTOR TO PERFORM SOIL TESTS AS NECESSARY TO ASSURE PLANT HEALTH AND GROWTH.
- ALL PLANTING BEDS TO BE MULCHED UNLESS OTHERWISE SPECIFIED.
- CONTRACTOR SHALL VERIFY THAT ALL PROPOSED PLANT MATERIAL IS DETERMINED AVAILABLE AS SPECIFIED AT TIME BID/PROPOSAL IS SUBMITTED.
- PLANT SCHEDULE IS FOR ESTIMATING PURPOSES ONLY. CONTRACTOR SHALL CONFIRM QUANTITY TAKEOFFS AND PROMPTLY REPORT ANY DISCREPANCIES WHICH MAY AFFECT BIDDING TO THE LANDSCAPE ARCHITECT AND OWNER OR OWNER'S REPRESENTATIVE.
- GALLON SIZES ARE FOR PRICING PURPOSES ONLY. PLANT MATERIAL MUST MEET OR EXCEED HEIGHTS AND WIDTHS SPECIFIED WITHIN THE PLANT SCHEDULE.
- BALLED AND BURLAPPED AND CONTAINER GROWN MAY BE FREELY SUBSTITUTED WITH OTHER SPECIFICATIONS REMAINING UNCHANGED.
- INSTALL ALL PLANTING PER THE PLANTING DETAILS. PLANTING MATERIAL SHALL BE INSPECTED ON SITE BY THE LANDSCAPE ARCHITECT AND ANY UNACCEPTABLE STOCK SHALL BE IMMEDIATELY REMOVED AND REPLACED AT THE CONTRACTOR'S EXPENSE.
- TREE SOIL MUST BE A SANDY LOAM AND 36" DEEP FOR AREAS WHERE TREES ARE TO BE PLANTED. THE TOTAL SOIL DEPTH SHALL HAVE AT LEAST ONE TO THREE PERCENT (1-3%) ORGANIC MATTER BY VOLUME. IN GOOD EXISTING SOILS, DIG AND TURN THE SOILS TO THREE TIMES THE DIMENSION OF THE ROOT BALL. HARD OR COMPACTED SUB SOIL OR LOWER SOIL LAYERS SHOULD BE BROKEN UP TO CREATE ADEQUATE DRAINAGE AND AVOID TRAPPING WATER CREATING SATURATED AND ANAEROBIC CONDITIONS IN THE UPPER SOIL LAYER.
- ACTUAL PLANT LOCATIONS TO BE ADJUSTED IN THE FIELD UNDER THE SUPERVISION OF THE LANDSCAPE ARCHITECT. PLANTS SHALL BE LOCATED AWAY FROM SPRINKLER HEADS, DRAINS, UTILITY VAULTS & ANY OTHER OBSTRUCTIONS.
- ANY LAWN AREAS THAT DO NOT SHOW SATISFACTORY GROWTH WITHIN 21 DAYS AFTER PLANTING SHALL BE RE-PLANTED AND RE-FERTILIZED UNTIL A SATISFACTORY LAWN IS ESTABLISHED. THE LAWN SHALL BE CONSIDERED ESTABLISHED WHEN IT IS REASONABLY FREE FROM WEED GROWTH, GREEN IN APPEARANCE AND THE SPECIFIED GRASS IS VIGOROUS AND GROWING WELL ON EACH SQ. FT. OF LAWN AREA.
- CONTRACTOR SHALL PROVIDE AUTOMATIC IRRIGATION SYSTEM AS REQUIRED, COMPLETE AND INSTALLED. 100% COVERAGE SHALL BE PROVIDED FOR ALL NEW PLANTINGS.
- CONTRACTOR SHALL SUBMIT IRRIGATION PLAN FOR APPROVAL BY LANDSCAPE ARCHITECT AND OWNER OR OWNER'S REPRESENTATIVE PRIOR TO CONSTRUCTION.
- CONTRACTOR SHALL GUARANTEE AND REPLACE AS NECESSARY ALL PLANT MATERIAL FOR ONE YEAR FROM DATE OF INSTALLATION.
- FINAL APPROVAL & ACCEPTANCE WILL BE GIVEN IN WRITING BY THE LANDSCAPE ARCHITECT FOLLOWING A FINAL ACCEPTANCE INSPECTION. THE LANDSCAPE ARCHITECT RESERVES THE OPTION TO EXTEND THE MAINTENANCE IF HE DETERMINES THAT IS REQUIRED BY CONTRACT.

X. MULCHING NOTES

- ALL SEEDED AREAS TO BE MULCHED WITH STRAWNET PELLETIZED STRAW MULCH AT A RATE OF 100 LBS. PER 1,000 SF. FOLLOW MANUFACTURER'S SPECIFICATIONS FOR INSTALLATION.
- ALL LANDSCAPE BEDS TO BE MULCHED WITH MATERIAL TO MATCH ANY EXISTING MULCH ONSITE. OTHERWISE, A NATURAL COLORED SITE PEP SHALL BE USED.
- UPON COMPLETION OF ALL SEEDING AND MULCHING OPERATIONS, THE CONTRACTOR SHALL NOTIFY THE OWNER'S REPRESENTATIVE TO REVIEW THE WORK. IF ALL WORK IS ACCEPTABLE, THE LANDSCAPE ARCHITECT SHALL ISSUE A 'FINAL ACCEPTANCE FOR SEED WORK' AT WHICH POINT THE MAINTENANCE PERIOD WILL BEGIN. THE CONTRACTOR SHALL BE OBLIGATED TO PROVIDE A MAINTENANCE SCHEDULE FOR THE NATIVE SEED AREAS. A RETAINAGE OF 30% OF THE VALUE OF THE SEEDING OPERATIONS WILL BE HELD UNTIL THE END OF THE MAINTENANCE PERIOD WHICH IS ONE YEAR AFTER FINAL ACCEPTANCE.
 - THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL NOXIOUS WEEDS WITHIN THE SEEDED AREAS FOR THE DURATION OF THE MAINTENANCE PERIOD. WEED INFESTATIONS SHALL BE TREATED IN ACCORDANCE WITH CDOT SPECIFICATION SECTION 217, AND AS DIRECTED BY THE LA, AND SHALL BE CONSIDERED INCIDENTAL TO THE WORK.
 - NATIVE SEED AREAS SHALL HAVE A MINIMUM OF 70 PERCENT COVERAGE OF SUCCESSFULLY GERMINATED SEED PRIOR TO FINAL ACCEPTANCE. 70 PERCENT COVERAGE WILL BE MEASURED WITHIN SELECTED TEST PLOTS MEASURING 10'X10'. WEEDS SHALL ENCOMPASS LESS THAN 1% OF THE TOTAL TEST AREA. ANY AREAS WITH LESS THAN 70% COVERAGE OR MORE THAN 1% WEED INFESTATION SHALL BE RESEEDD AT NO ADDITIONAL COST TO THE PROJECT. RETAINAGE MAY BE WITHHELD IF THE CONTRACTOR FAILS TO MEET THE ABOVE STANDARDS.

XII. LIGHTING NOTES

- LIGHTING PLAN IS DIAGRAMMATIC AND EXACT LIGHT FIXTURE LOCATIONS SHALL BE APPROVED BY LANDSCAPE ARCHITECT, OWNER OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- CONTRACTOR TO COORDINATE WITH THE BUILDER FOR THE LOCATION OF ELECTRICAL PANEL NEEDED FOR LIGHTING.
- ALL LIGHTING EQUIPMENT SHALL BE INSTALLED PER MANUFACTURER INSTRUCTIONS AND RECOMMENDATIONS, AND MUST COMPLY WITH ALL APPLICABLE STATE AND COUNTY CODES.
- CONTRACTOR IS RESPONSIBLE FOR ACQUIRING ALL NECESSARY PERMITS, INSPECTIONS, AND APPROVALS REQUIRED.
- CONTRACTOR SHALL STAKE OUT ALL LIGHT FIXTURE AND TRANSFORMER LOCATIONS FOR APPROVAL BY THE LANDSCAPE ARCHITECT, OWNER, OR OWNER'S REPRESENTATIVE PRIOR TO INSTALLATION.
- CONTRACTOR SHALL COORDINATE, STAKE AND FLAG ALL LOCATIONS WHERE ELECTRICAL CONDUIT OR SLEEVING MAY BE REQUIRED BENEATH EXISTING OR PROPOSED HARDSCAPE SURFACES.
- ALL FIXTURES PER MODELS SPECIFIED UNLESS AN APPROVED EQUAL IS REQUESTED FROM THE LANDSCAPE ARCHITECT.



CRANDALL

ADDRESS:
3659 COUNTY ROAD 100
CARBONDALE, CO 81623

PARCEL #
239130300015

DATE:

08.23.2024

ISSUE:

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PURPOSES ONLY
NOT FOR CONSTRUCTION

DRAWN BY: BAJ CHECKED BY: PSR

HISTORY:

| DATE | ISSUE |
|------------|-------|
| 00.00.2022 | |

DRAFT

STAMP PER DECREE

PERMITS COUNTY STAMPS

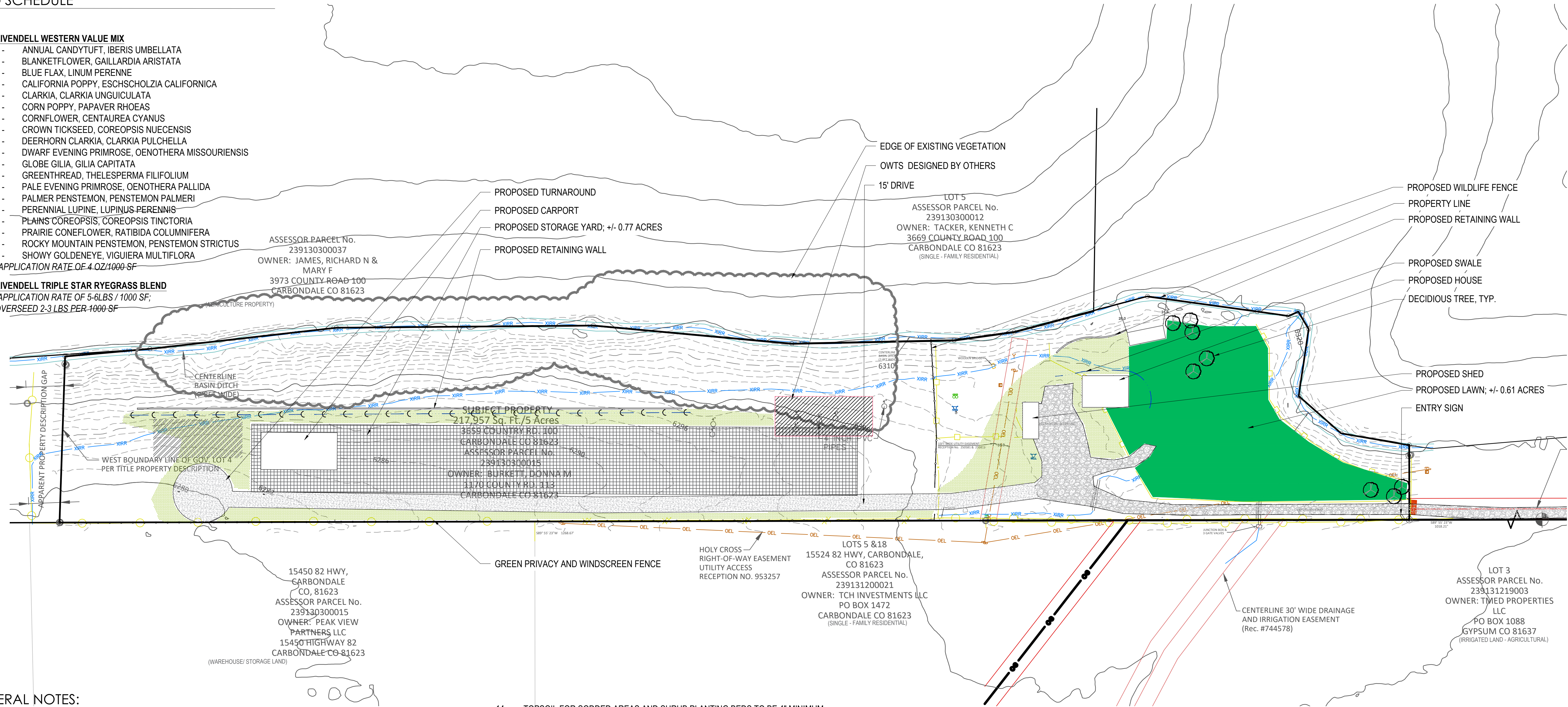
SHEET TITLE:

GENERAL
NOTES

L0.01

RESEEDING SCHEDULE

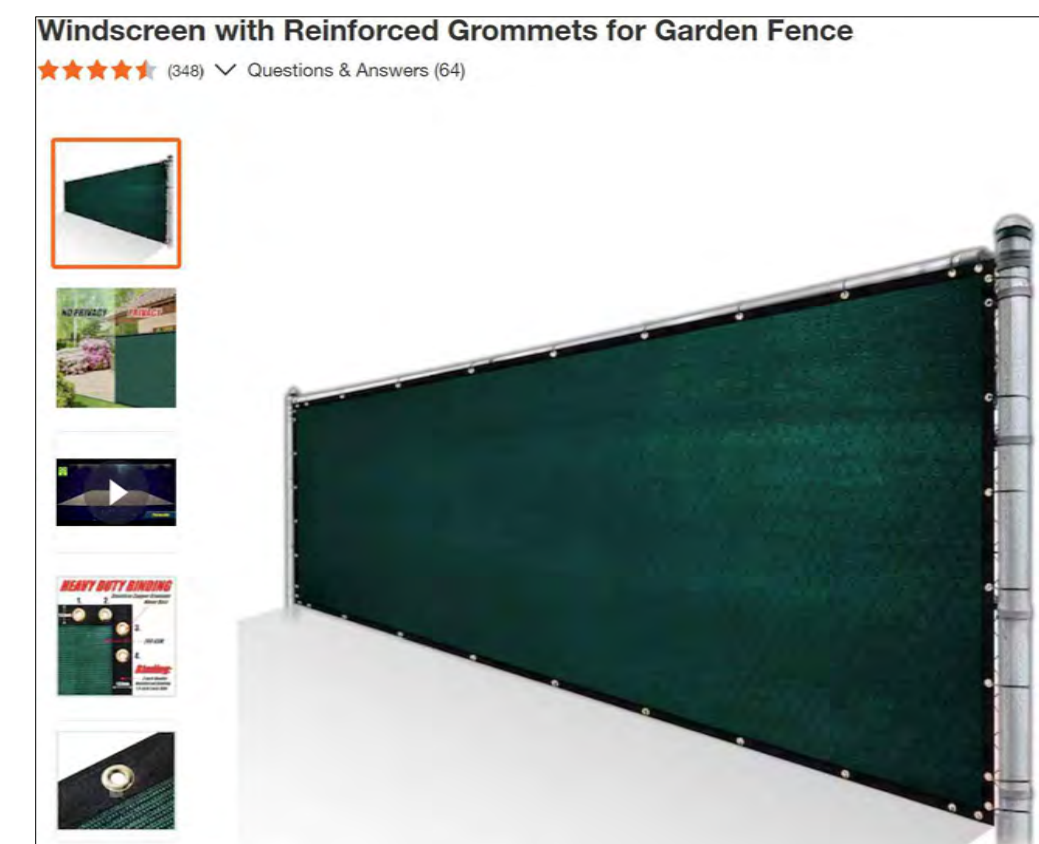
- RIVENDELL WESTERN VALUE MIX**
 - ANNUAL CANDYTUFT, IBERIS UMBELLATA
 - BLANKETFLOWER, GAILLARDIA ARISTATA
 - BLUE FLAX, LINUM PERENNE
 - CALIFORNIA POPPY, ESCHSCHOLZIA CALIFORNICA
 - CLARKIA, CLARKIA UNGUICULATA
 - CORN POPPY, PAPAVER RHOEAS
 - CORNFLOWER, CENTAUREA CYANUS
 - CROWN TICKSEED, COREOPSIS NUCCENSIS
 - DEERHORN CLARKIA, CLARKIA PULCHELLA
 - DWARF EVENING PRIMROSE, OENOTHERA MISSOURIENSIS
 - GLOBE GILIA, GILIA CAPITATA
 - GREENTHREAD, THELESPERMA FILIFOLIUM
 - PALE EVENING PRIMROSE, OENOTHERA PALLIDA
 - PALMER PENSTEMON, PENSTEMON PALMERI
 - PERENNIAL LUPINE, LUPINUS PERENNIS
 - PLAINS COREOPSIS, COREOPSIS TINCTORIA
 - PRAIRIE CONEFLOWER, RATIBIDA COLUMNIFERA
 - ROCKY MOUNTAIN PENSTEMON, PENSTEMON STRICTUS
 - SHOWY GOLDENEYE, VIGUIERA MULTIFLORA
- *APPLICATION RATE OF 4 OZ/1000 SF
- RIVENDELL TRIPLE STAR RYEGRASS BLEND**
 - *APPLICATION RATE OF 5-6LBS / 1000 SF;
 - OVERSEED 2-3 LBS PER 1000 SF



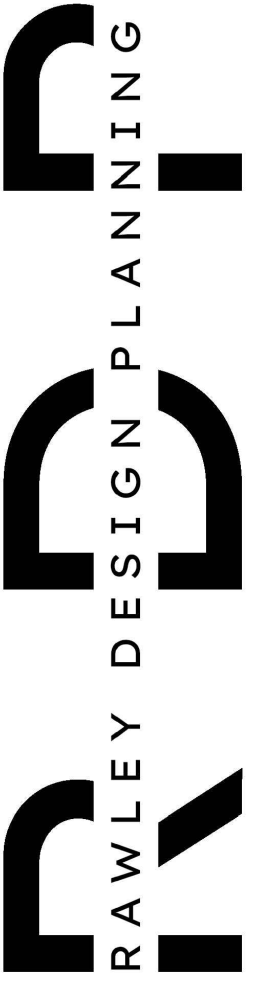
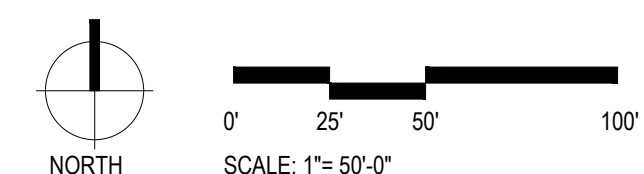
1. GENERAL NOTES:

- CONTRACTOR AND SUB-CONTRACTORS MUST SUBMIT ALL NECESSARY PERMITS TO GARFIELD COUNTY PRIOR TO START OF WORK.
- CONTRACTOR SHALL BE RESPONSIBLE FOR FAMILIARIZATION WITH ALL UTILITIES AND STRUCTURES BOTH ABOVE AND BELOW GROUND. CONTRACTOR SHALL TAKE RESPONSIBILITY FOR ANY COST INCURRED DUE TO DAMAGE OF SAID UTILITIES AND OR STRUCTURES. CONTACT UTILITY NOTIFICATION CENTER OF COLORADO (800-922-1987) AND THE APPROPRIATE LOCAL UTILITY AGENCIES FOR LOCATES PRIOR TO ANY CONSTRUCTION ACTIVITY.
- IF UTILITIES ARE ENCOUNTERED DURING CONSTRUCTION NOTIFY APPLICABLE UTILITY COMPANY IMMEDIATELY TO OBTAIN PROCEDURES FOR PROTECTION. COOPERATE W/ THE APPLICABLE UTILITY COMPANY IN MAINTAINING ACTIVE SERVICES IN OPERATION.
- CONTRACTOR SHALL CERTIFY THAT CONSTRUCTION EQUIPMENT HAS BEEN CLEANED PRIOR TO SITE ARRIVAL. VEHICLES SHALL BE FREE OF SOIL AND DEBRIS CAPABLE OF TRANSPORTING NOXIOUS WEED SEED OR ROOTS ONTO THE SITE.
- ALL SITE IMPROVEMENTS INCLUDING BUT NOT LIMITED TO PATHWAYS, PLANTING (PRIOR TO DIGGING PLANTING PITS), AND SEEDED AREAS SHALL BE STAKED, PAINTED OR FLAGGED AND LOCATED IN THE FIELD FOR APPROVAL BY THE LANDSCAPE ARCHITECT (L.A.) (CONTACT BRITNI JOHNSON @ 970-925-2323) PRIOR TO INSTALLATION. THE CONTRACTOR SHALL RELOCATE ANY PLANT OR MODIFY SEEDING AREAS AS DIRECTED BY THE L.A.
- STRIP AND REMOVE OFF SITE ALL WEED INFESTED SOILS TO A MIN. DEPTH OF 3".
- IF TOPSOIL MUST BE IMPORTED SUBMIT ROUTINE SOILS ANALYSIS PREPARED BY APPROVED SOIL TESTING FACILITY TO L.A. FOR APPROVAL PRIOR TO DELIVERY TO SITE.
- SAWCUT LINES SHALL BE PAINTED AND LOCATED IN THE FIELD FOR APPROVAL BY THE L.A. PRIOR TO DEMOLITION. THE CONTRACTOR SHALL RELOCATE SAWCUT LINES AS DIRECTED BY THE L.A.
- CONCRETE MUST CURE TO 4,500 PSI. THIS STRENGTH MUST BE ACHIEVED IN 28 DAYS OR LESS FOLLOWING PLACEMENT OF SLAB. 80% OF THIS STRENGTH (3,600 PSI) MUST BE REACHED WITHIN 7 DAYS OF PLACEMENT.
- CONCRETE SCORE LINES TO BE TOOLED OR SAWCUT. REFER TO SITE PLAN FOR LAYOUT. THE DEPTH SHALL BE EQUAL TO 25% OF THE AVERAGE SLAB THICKNESS.
- DISTURBED SURFACES SHALL BE LEFT IN A ROUGHENED CONDITION BY CONSTRUCTION EQUIPMENT, SCARIFYING OR DISKING THE SURFACE ON CONTOUR WITH A 2 TO 4 INCH MINIMUM VARIATION IN SOIL SURFACE.
- PLANT MATERIAL SHALL MEET THE SPECIFICATIONS OF THE AMERICAN STANDARDS FOR NURSERY STOCK (LATEST EDITION) AS SET FORTH BY THE AMERICAN ASSOCIATION OF NURSERYMEN. THE L.A. RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL THAT DOES NOT MEET THE ABOVE MENTIONED STANDARD AT NO ADDITIONAL COST TO THE PROJECT.

- TOPSOIL FOR SODDED AREAS AND SHRUB PLANTING BEDS TO BE 4" MINIMUM.
- PLANT PIT BACK FILL SOIL MIX- 1/3 PLANT BASED ORGANIC MATERIAL + 2/3 CLEAN TOPSOIL. ADD SLOW RELEASE FERTILIZER. MIX THOROUGHLY AND APPLY TO EACH PLANT PIT-14,12,14.
- PERENNIAL AND SHRUB BEDS SHALL BE DRESSED WITH EAGLE CREST GARDENERS MIX OR APPROVED EQUAL. DRESSING SHALL BE A MINIMUM DEPTH OF 3". PROVIDE 1 CF SAMPLE TO L.A. FOR APPROVAL PRIOR TO DELIVERY.
- LANDSCAPE BE EDGING SHALL BE CURV-RITE; 1/2" INCH THICK ALUMINUM EDGING, 4" INCHES DEEP WITH A NATURAL ALUMINUM FINISH, AS MANUFACTURED BY CURV-RITE, INC. WAYLAND, MI: 1-800-366-2878. SIXTEEN (16) FOOT SECTIONS SHALL BE USED WITH (1) SUBSURFACE STAKE PER (38) INCHES OF EDGING. EDGING SHALL HAVE A MINIMUM OF (2) INCHES OF INTERLOCKING OVERLAP BETWEEN SECTIONS. INSTALL PER MANUFACTURER'S SPECIFICATIONS WITH TOP OF EDGING 1/4" TO 1/2" ABOVE COMPACTED FINISH GRADE. FINISH GRADE TO BE COMPACTED ON EITHER SIDE OF EDGING TO MAINTAIN STABILITY.
- PROVIDE SUBMITTALS EARLY ENOUGH TO ACCOUNT FOR PROCESSING. ALLOW A MINIMUM OF 2 DAYS FOR REVIEW BY THE L.A.
- WRITTEN PERMISSION FOR SUBSTITUTIONS FOR ANY PLANT MATERIALS MUST BE OBTAINED FOR ANY SUBSTITUTIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR LANDSCAPE MAINTENANCE UNTIL FINAL ACCEPTANCE.
- WEED INFESTATIONS SHALL BE TREATED AS DIRECTED BY THE LA, AND SHALL BE CONSIDERED INCIDENTAL TO THE WORK.
- CONTRACTOR SHALL REPLACE OR REPAIR TO ORIGINAL CONDITION INCLUDING BUT NOT LIMITED TO BUILT STRUCTURES, ALL UTILITIES, PAVING, CONCRETE, SOD, FENCING, PLANT MATERIAL, IRRIGATION COMPONENTS, ETC. DAMAGED OR DISTURBED AS A RESULT OF CONTRACTOR OPERATIONS AT NO ADDITIONAL COST TO THE OWNER.
- ALL INSTALLED IMPROVEMENTS TO BE WARRANTED FOR ONE YEAR AFTER FORMAL ACCEPTANCE OF WORK.
- SETTLEMENT IN BACKFILL, FILL, OR IN STRUCTURES AND PAVING BUILT OVER BACKFILL OR FILL, WHICH MAY OCCUR WITHIN ONE YEAR WARRANTY PERIOD, SHALL BE CORRECTED AND BROUGHT BACK TO ORIGINAL CONDITION AT NO COST TO THE OWNER.
- CONTRACTOR AND SUBCONTRACTORS HAVE READ AND UNDERSTAND THE ABOVE GENERAL NOTES AND AGREE TO THE TERMS SET FORTH IN THE GENERAL NOTES, DRAWINGS, AND SPECIFICATIONS. DRAWINGS AND SPECIFICATIONS ARE CONSIDERED CONTRACT DOCUMENTS.
- IRRIGATION IS TO BE DESIGNED AND INSTALLED BY CONTRACTOR TO PROVIDE FOR ALL AREAS OF NEW LANDSCAPING IN A MANNER CONSISTENT WITH THE CITY OF ASPEN WATER EFFICIENT LANDSCAPE STANDARDS (WELS) AND THE DETAILED IRRIGATION NOTES PROVIDED ON SHEET L3-00



GREEN PRIVACY WINDSCREEN FENCE



CRANDALL

ADDRESS:
3659 COUNTY ROAD 100
CARBONDALE, CO 81623

PARCEL #
239130300015

DATE:
08.23.2024

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HISTORY:

| DATE | ISSUE |
|------------|-------|
| 00.00.2022 | |

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SHEET TITLE:

LANDSCAPE
SITE PLAN

L2.00

PROJECT DESCRIPTION

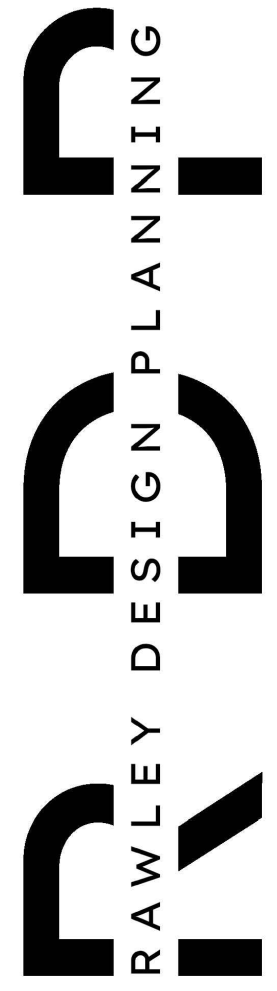
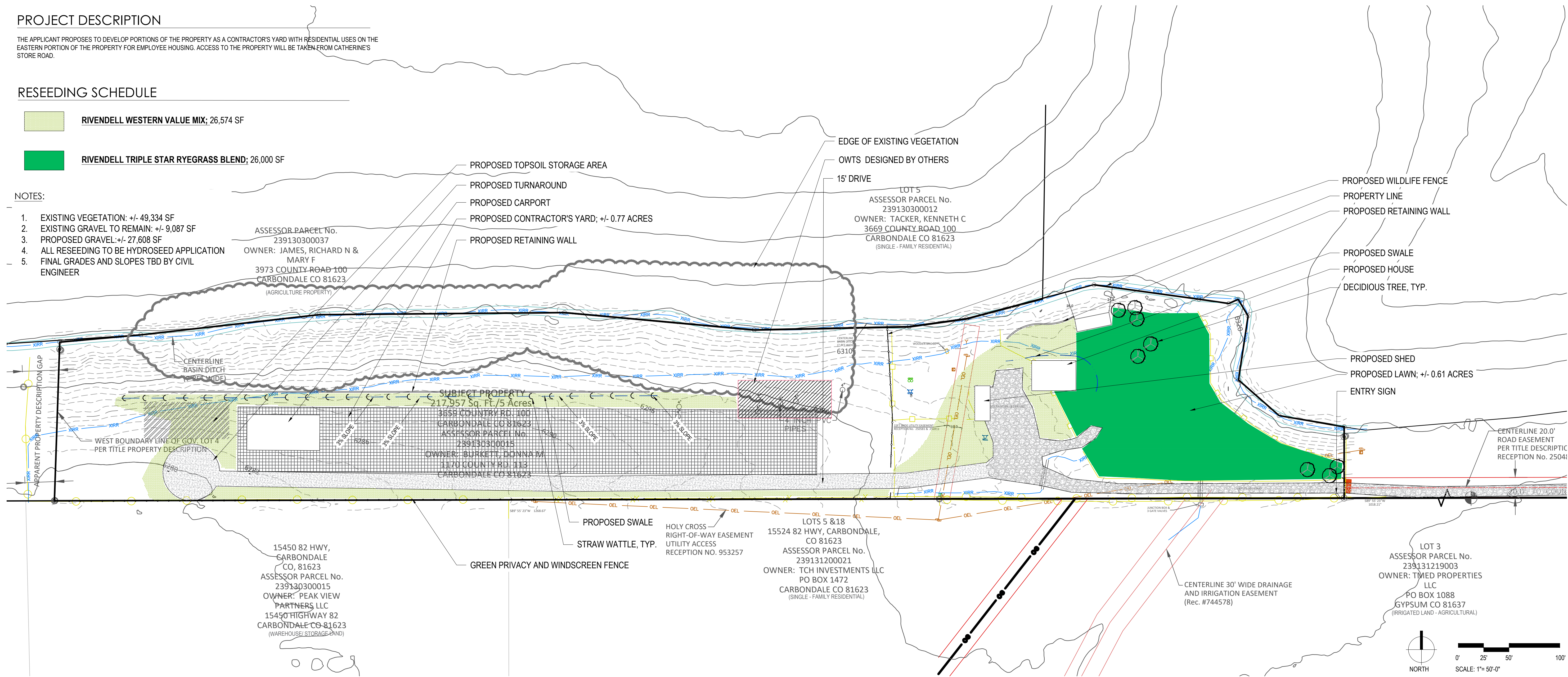
THE APPLICANT PROPOSES TO DEVELOP PORTIONS OF THE PROPERTY AS A CONTRACTOR'S YARD WITH RESIDENTIAL USES ON THE EASTERN PORTION OF THE PROPERTY FOR EMPLOYEE HOUSING. ACCESS TO THE PROPERTY WILL BE TAKEN FROM CATHERINE'S STORE ROAD.

RESEEDING SCHEDULE

- RIVENDELL WESTERN VALUE MIX; 26,574 SF
- RIVENDELL TRIPLE STAR RYEGRASS BLEND; 26,000 SF

NOTES:

1. EXISTING VEGETATION: +/- 49,334 SF
2. EXISTING GRAVEL TO REMAIN: +/- 9,087 SF
3. PROPOSED GRAVEL: +/- 27,608 SF
4. ALL RESEEDING TO BE HYDROSEED APPLICATION
5. FINAL GRADES AND SLOPES TBD BY CIVIL ENGINEER



CRANDALL
 ADDRESS:
 3659 COUNTY ROAD 100
 CARBONDALE, CO 81623
 PARCEL #
 239130300015

DATE:
 08.23.2024
ISSUE:
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DRAWN BY: BAJ CHECKED BY: PSR

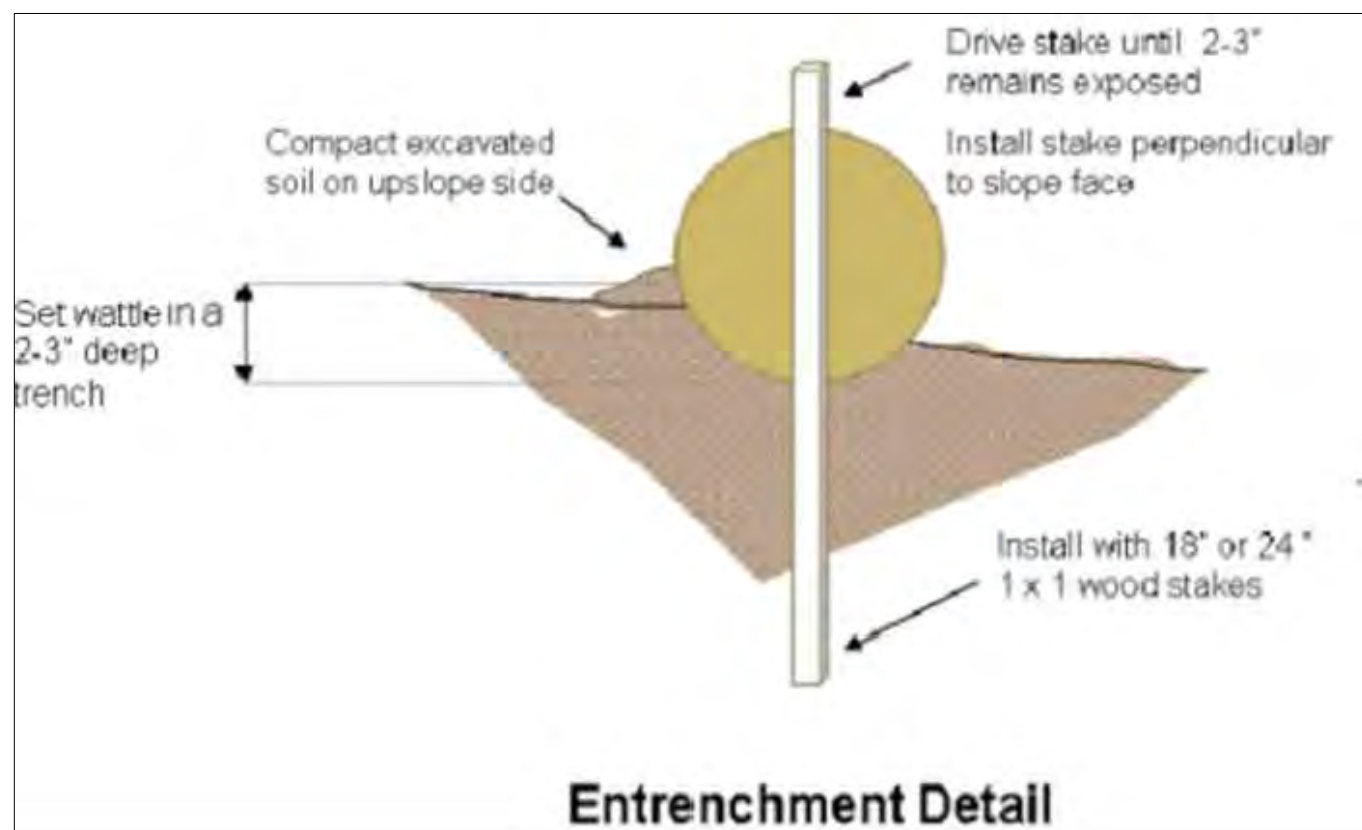
HISTORY:

| DATE | ISSUE |
|------------|-------|
| 00.00.2022 | |

DRAFT

SHEET TITLE:
 STORMWATER
 MANAGEMENT
 PLAN

L2.01



1 STRAW WATTLE INSTALLATION DETAIL
 L2.01

- NOTE:**
1. FIELD ADJUST TREE PROTECTION FENCE BASED ON CONSTRUCTION SCHEDULE.
 2. MAXIMUM ALLOWABLE SQUARE FOOTAGE SHALL BE DEDICATED TO TREE PROTECTION THROUGHOUT CONSTRUCTION PROCESS.



OFFICE
970-471-0913
P.O. Box 1534
Eagle, CO 81631
altitudeseptic@gmail.com
www.altitudeseptic.com

12/13/2023

3659 County Rd 100
Carbondale, CO
Parcel #2391-303-00-015
Permit #2753

Altitude Septic, LLC was hired to perform a video inspection at the above address. According to the county records, this system was permitted and installed in 2013 and is sized to service a 4 bedroom home. The system consists of a 1250-gallon, plastic, two compartment septic tank with inlet and outlet tees in place and the lids are approximately 8" under the surface. The line from the house to the tank is in good condition. From the video you can see there is a decent amount of buildup on the sides which could be an indication of there being water in the line for a decent amount of time. It may be a good idea to jet the line for maintenance. Otherwise the line is in good condition.

You can click [here](#) to view the video.

If you have any questions, please let us know!

Sincerely,

Jason Daubs

Please be aware of the following disclaimer: *Altitude Septic accepts no responsibility for the proper operation of this septic system. The septic system is the property of the homeowner who is responsible for the maintenance and operation of this system. This inspection does not constitute a guarantee nor is any warranty expressed or implied that the system will function properly in the future. Altitude septic can only make observations based on the condition of the septic system at the time of inspection and will make no prediction on the future functionality of any part of the septic system.*

GARFIELD COUNTY BUILDING AND SANITATION DEPARTMENT

108 Eighth Street, Suite 401
Glenwood Springs, Colorado 81601
Phone (970) 945-8212

Permit 2753
Assessor's Parcel No. _____

INDIVIDUAL SEWAGE DISPOSAL PERMIT

This does not constitute
a building or use permit.

PROPERTY

Owner's Name DONNA BURKETT Present Address 3659 CR. 100 Phone 379-5985

System Location SAME

Legal Description of Assessor's Parcel No. 239130300015

SYSTEM DESIGN

1250 Septic Tank Capacity (gallon) _____ Other _____

_____ Percolation Rate (minutes/inch) _____ Number of Bedrooms (or other) 4

Required Absorption Area - See Attached 873 SQ. FT. ROCK FIELD

Special Setback Requirements: 437 SQ. FT. IN TRENCH + 45 QA H-10

524 SQ. FT. IN BED + 57 QA H-10

Date 2-14-13 Inspector JIM WILSON

FINAL SYSTEM INSPECTION AND APPROVAL (as installed)

Call for Inspection (24 hours notice) Before Covering Installation

System Installer YUCK TRUCK SEPTIC - JOSH WOOD

Septic Tank Capacity 1250

Septic Tank Manufacturer or Trade Name PLASTIC

Septic Tank Access within 8" of surface YES

Absorption Area 445 SQ. FT. IN TRENCH

Absorption Area Type and/or Manufacturer or Trade Name 36 UNITS OF ARC 36

Adequate compliance with County and State regulations/requirements YES

Other _____

Date 3-18-13 Inspector JIM WILSON

RETAIN WITH RECEIPT RECORDS AT CONSTRUCTION SITE

CONDITIONS:

1. All installation must comply with all requirements of the Colorado State Board of Health Individual Sewage Disposal Systems Chapter 25, Article 10 C.R.S. 1973, Revised 1984.
2. This permit is valid only for connection to structures which have fully complied with County zoning and building requirements. Connection to or use with any dwelling or structures not approved by the Building and Zoning office shall automatically be a violation or a requirement of the permit and cause for both legal action and revocation of the permit.
3. Any person who constructs, alters, or installs an individual sewage disposal system in a manner which involves a knowing and material variation from the terms or specifications contained in the application of permit commits a Class 1, Petty Offense (\$500.00 fine - 6 months in jail or both).

WELL CONSTRUCTION AND TEST REPORT STATE OF COLORADO, OFFICE OF THE STATE ENGINEER

RECEIVED For Office Use only

Attachment 5

FEB 27 '95

WATER RESOURCES STATE ENGINEER

1. WELL PERMIT NUMBER 183186
2. OWNER NAME(S) BOB BURKETT
Mailing Address 1170 COUNTY RD 113
City, St. Zip CARBONDALE CO 81623
Phone (303) 945 9208

3. WELL LOCATION AS DRILLED: SE 1/4 SW 1/4, Sec. 30 Twp. 7 S, Range 87 W
DISTANCES FROM SEC. LINES: 50' ft. from S Sec. line. and 1432 ft. from W Sec. line. OR
SUBDIVISION: LOT BLOCK FILING(UNIT)
STREET ADDRESS AT WELL LOCATION: 112 RD CARBONDALE CO

4. GROUND SURFACE ELEVATION _____ ft. DRILLING METHOD CABLE TOOL
DATE COMPLETED 1-15-95 TOTAL DEPTH 50 ft. DEPTH COMPLETED 50 ft.

5. GEOLOGIC LOG:
Depth Description of Material (Type, Size, Color, Water Location)
0-20' OVERBURDEN
20-45' SAND + GRAVEL
45-50' SHALE

6. HOLE DIAM. (in.) From (ft) To (ft)
8" 0 20'
7" 20' 50'

7. PLAIN CASING
OD (in) Kind STEEL Wall Size From(ft) To(ft)
7" 40# 40# 0 50'
PERF. CASING: Screen Slot Size: TORCH SLOT 1/8"
7" STEEL 40# 40' 50'

8. FILTER PACK:
Material _____
Size _____
Interval _____

9. PACKER PLACEMENT:
Type _____
Depth _____

10. GROUTING RECORD:
Material Amount Density Interval Placement
Cement 4 Bags 5-1 6-16 Mix

REMARKS:

11. DISINFECTION: Type City Water and Colorox Amt. Used 1/2 Colorox

12. WELL TEST DATA:
TESTING METHOD Bailor
Static Level 34 ft. Date/Time measured 1/15/95 7:00 AM, Production Rate 12 gpm.
Pumping level 40 ft. Date/Time measured 1/15/95 3:00 PM, Test length (hrs.) 3

13. I have read the statements made herein and know the contents thereof, and that they are true to my knowledge. [Pursuant to Section 24-4-104 (13)(a) C.R.S., the making of false statements herein constitutes perjury in the second degree and is punishable as a class 1 misdemeanor.]

CONTRACTOR Collins Drilling Phone (303) 945-4079 Lic. No. 634
Mailing Address P.O. Box 05167 Carbonade Co. 81623

Name/Title (Please type or print) Michael S Collins Pres Signature Date 2-20-95

WELL PERMIT NUMBER 183186
DIV. 5 CNTY. 23 WD 38 DES. BASIN MD

APPLICANT

Lot: Block: Filing: Subdiv:

BOB BURKETT
1170 COUNTY RD 113
CARBONDALE CO 81623

(303)945-9208

APPROVED WELL LOCATION
GARFIELD COUNTY

SE 1/4 SW 1/4 Section 30
Twp 7 S RANGE 87 W 6th P.M.

DISTANCES FROM SECTION LINES

50 Ft. from South Section Line
1432 Ft. from West Section Line

PERMIT TO CONSTRUCT A 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 the 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 and Pump Installation 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 17.
- 3) Approved pursuant to CRS 37-92-602(3)(b)(II)(A) as the only well on a residential site of 5.0 acres described as that portion of the SW 1/4 of Sec. 30, Twp. 7 South, Rng. 87 West of the 6th P.M., Garfield County, being more particularly described on the attached exhibit "A".
- 4) The use of ground water from this well is limited to ordinary household purposes inside a single family dwelling. The ground water shall not be used for irrigation or other purposes.
- 5) The maximum pumping rate 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.

JD 11-7-94

APPROVED
JD2

Hal D. Simpson

State Engineer

J.D. Deaton

By

Receipt No. 0376413

DATE ISSUED NOV 08 1994

EXPIRATION DATE NOV 08 1996

RECEIVED

OCT 14 '94



PERMIT APPLICATION FORM

Application must be complete where applicable. Type or print in **BLACK INK**. No overstrikes or erasures unless initialed.

- () A PERMIT TO USE GROUND WATER
- () A PERMIT TO CONSTRUCT A WELL
- FOR: () A PERMIT TO INSTALL A PUMP
- () REPLACEMENT FOR NO. 183186
- () OTHER _____
- WATER COURT CASE NO. _____

(1) APPLICANT - mailing address

NAME Bob Burkett
 STREET 1170 County Rd 113
 CITY Garfield Co 81623
(State) (Zip)
 TELEPHONE NO. 945-9208

FOR OFFICE USE ONLY: DO NOT WRITE IN THIS COLUMN

Receipt No. 376413

Basin _____ Dist. _____

CONDITIONS OF APPROVAL

This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of the 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.

$1010 + 422.38 = 1432.38$

$\therefore 1432 \text{ West}$
50 Feet South

505
1432W

(2) LOCATION OF PROPOSED WELL

County Garfield
 SE $\frac{1}{4}$ of the SW $\frac{1}{4}$, Section 30
 Twp. 7 S, Rng. 87 W, 6 P.M.
(N.S) (E.W)

(3) WATER USE AND WELL DATA

Proposed maximum pumping rate (gpm) 15
 Average annual amount of ground water to be appropriated (acre-feet): 1/3
 Number of acres to be irrigated: 200
 Proposed total depth (feet): 100
 Aquifer ground water is to be obtained from:
Trib to Roaring Fork
 Owner's well designation Burkett well No. 1

5.0 Ac

46 AB

pk 1972

plotted ✓

Best Copy Available

GROUND WATER TO BE USED FOR:

- () HOUSEHOLD USE ONLY - no irrigation (0)
- () DOMESTIC (1) () INDUSTRIAL (5)
- () LIVESTOCK (2) () IRRIGATION (6)
- () COMMERCIAL (4) () MUNICIPAL (8)
- () OTHER (9) _____

DETAIL THE USE ON BACK IN (11)

(4) DRILLER

Name Colorado Licensed
 Street Driller
 City _____
(State) (Zip)
 Telephone No. _____ Lic. No. _____

APPLICATION APPROVED

PERMIT NUMBER _____

DATE ISSUED _____

EXPIRATION DATE _____

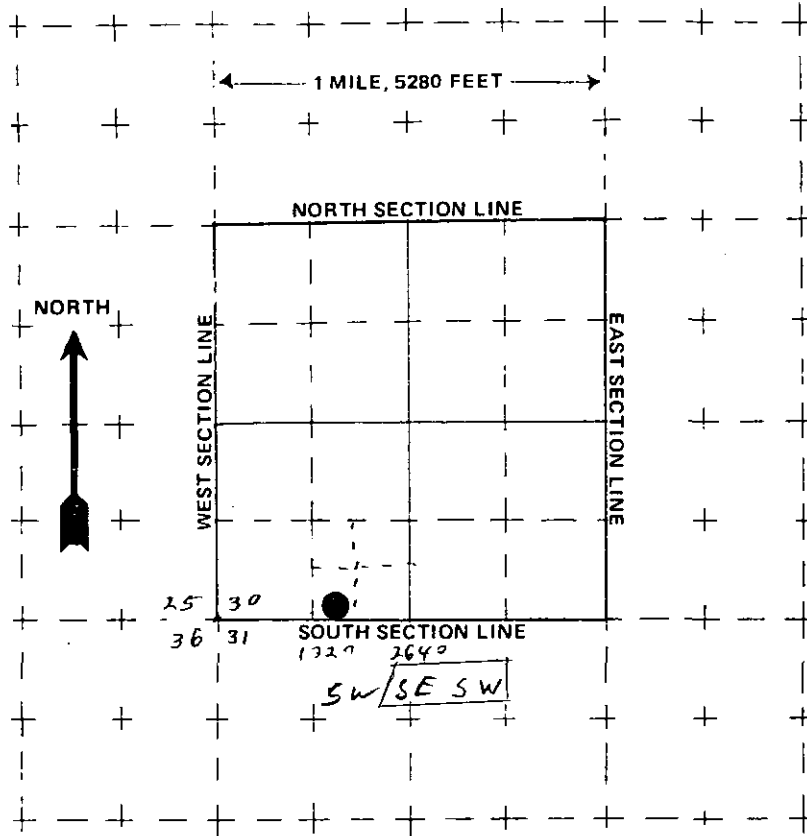
CHECKS TR#376413 101494 60.00
DIV OF WATER RESOURCES

(STATE ENGINEER)

BY _____

I.D. 5 COUNTY 23 38

(5) THE LOCATION OF THE PROPOSED WELL and the area on which the water will be used must be indicated on the diagram below. Use the CENTER SECTION (1 section, 640 acres) for the well location.



The scale of the diagram is 2 inches = 1 mile
Each small square represents 40 acres.

WATER EQUIVALENTS TABLE (Rounded Figures)

An acre-foot covers 1 acre of land 1 foot deep
1 cubic foot per second (cfs) . . . 449 gallons per minute (gpm)
A family of 5 will require approximately 1 acre-foot of water per year.
1 acre-foot . . . 43,560 cubic feet . . . 325,900 gallons.
1,000 gpm pumped continuously for one day produces 4.42 acre-feet.

(6) THE WELL MUST BE LOCATED BELOW by distances from section lines.

50 ft. from SOUTH sec. line
(north or south)
1432 ft. from WEST sec. line
(east or west)

LOT _____ BLOCK _____ FILING # _____
SUBDIVISION _____

(7) TRACT ON WHICH WELL WILL BE LOCATED Owner: Bobby Burkett
No. of acres ± 5.0 Will this be the only well on this tract? Yes

(8) PROPOSED CASING PROGRAM

Plain Casing
6 in. from +1 ft. to 40 ft.
4 1/2 in. from 40 ft. to 80 ft.
Perforated casing
4 1/2 in. from 80 ft. to 100 ft.
_____ in. from _____ ft. to _____ ft.

(9) FOR REPLACEMENT WELLS give distance and direction from old well and plans for plugging it:

N/A

(10) LAND ON WHICH GROUND WATER WILL BE USED:

Owner(s): Bobby Burkett No. of acres: ± 5.0
Legal description: See Attached Exhibit A

(11) DETAILED DESCRIPTION of the use of ground water: Household use and domestic wells must indicate type of disposal system to be used. One single family dwelling and no outside uses. Disposal system is existing

(12) OTHER WATER RIGHTS used on this land, including wells. Give Registration and Water Court Case Numbers.

| Type or right | Used for (purpose) | Description of land on which used |
|---------------|--------------------|-----------------------------------|
| <u>N/A</u> | | |

(13) THE APPLICANT(S) STATE(S) THAT THE INFORMATION SET FORTH HEREON IS TRUE TO THE BEST OF HIS KNOWLEDGE.

Bob Burkett 9-11-94
SIGNATURE OF APPLICANT(S)

DIVISION CHECKLIST FOR WELL PERMITS

RECEIVED

Name of applicant: BURKETT, Bob

OCT 14 '94

WATER RESOURCES
STATE ENGINEER
COLO

- Application typed or neatly printed in black ink
- Correct boxes checked for appropriate action
- Previous permit number correct for replacement well, etc.
- Court case number listed for decreed wells
- Field inspection completed and attached (fee or late reg.)

(1) Applicant Mailing Address

- Mailing address correct and legible (printed or typed)
- Telephone number correct and current (local number if possible)

(2) Location of proposed well

- Location correct according to information supplied by applicant
- Location consistent with items (5), (6) on application
note: distances and 1/4, 1/4 must be measured from
SE corner of section for irregular sections

(3) Water use and well data

- "Proposed pump. rate" completed (15 gpm for exempt dom. and III)
 - "Amount of appropriation" completed
 - "Acres irrigated" completed & matches type of well applied for
 - "Proposed total depth" completed
 - Aquifer information completed ("unknown" if not sure)
 - Owner's well designation completed (optional)
- Groundwater to be used for:
- Domestic or household use well
 - non-overappropriated area
 - overappropriated area
 - 35 acres or more (must include description)
 - subdivided before June 1, 1972 or exempted by county (attach copy of exemption)
subdivision date & lot # Pre '72 deed
note: must include descriptions of parcels not in a subdivision (plat or metes and bounds)
 - Other (commercial, municipal, etc.)

(4) Driller

- Designated driller- a copy of permit sent to driller indicated
- "Colorado Licensed"- all copies of permit sent to applicant

(5) Location of proposed well (map)

- Completed and consistent with items (2), (6) on application

(6) Location of proposed well (distances from section lines)

- Completed and consistent with items (2), (5) on application, as supplied information
- Subdivision information completed (when applicable)

(7) Tract on which well will be located

- Completed
note: if H. H. use or domestic on 35 acres in over-appropriated area can only have one well per tract (check to verify no other wells in the 1/4, 1/4)

(8) Proposed casing program

- Completed
- Minimum casing size of 4" I.D. with 20' solid steel surface casing (1' above ground, 19' below)
- Variance request (letter and diagram) attached if applicable

(9) For replacement wells

- Completed if applicable - distance and "according to rules"

(10) Land on which groundwater will be used

- Completed if applicable (for irrigation only wells)
note: can be used to describe only well on 35+ acres

(11) Detailed description

- Completed correctly and in detail
note: be specific about uses, especially number of houses to be served, stockwater, irrigation - must be consistent with type of well requested. Remember to indicate type of disposal for domestic and H. H.

(12) Other water rights (include well permit number if answer in #7 was no)

- Completed if applicable

(13) Signature line

- Signed/dated by APPLICANT OR REPRESENTATIVE (w/written authority-print name and title of representative)

(14) Comments Looks good for HUO, current water supply is from Tacker well which is

Application fee attached: Check # 4874 Amount \$ 60⁰⁰

Application taken by: [Signature]

Application checked by: [Signature]

a shared well see case No. 81CW 498 & 84CW 230. Tacker well has been having problems and is intermittent. Applicant is looking for more reliable source.

RECEIVED

FILING STAMP
OCT 14 94

STATE DOCUMENTARY FILING
JUL 26 1971
WATER RESOURCES
STATE ENGINEER
COLO

THIS DEED, Made this 26th day of July
1971, between GEORGE F. McCUNE
of the County of Garfield and State of
Colorado, of the first part, and BOBBY R. BURKETT

Attachment 6

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

WITNESSETH, That the said party of the first part, for and in consideration of the sum of
Ten Dollars and other good and valuable consideration, ~~DOLLARS~~
to the said party of the first part in hand paid by the said party of the second part, the receipt whereof is hereby
confessed and acknowledged, has granted, bargained, sold and conveyed, and by these presents does grant, bargain,
sell, convey and confirm, unto the said party of the second part, his heirs and assigns forever, all the following
described lot or parcel of land, situate, lying and being in the
County of Garfield and State of Colorado, to-wit:

A parcel of land situated in Lots 4 and 5 of Section 30, Township 7 South,
Range 87 West of the Sixth Principal Meridian, lying Northerly of the
Southerly line of said Section 30, Easterly of the Westerly line of said
Lot 4 and Southerly of the centerline of Basin Ditch as constructed and
in place, said parcel being described as follows:

Beginning at a point on the Southerly line of said Section 30, said point
being the Southwest Corner of said Lot 4, whence the Southwest Corner
of said Section 30 bears: S. 89°55'23" W. 422.38 feet; thence N. 01°56'34"
E. 156.27 feet along the Westerly line of said Lot 4 to a point in the center
of said Ditch; thence along said centerline on the following courses and
distances, to-wit: N. 84°53'00" E. 80.11 feet; thence N. 83°36'02" E. 176.33
feet; thence N. 89°32'37" E. 241.55 feet; thence S. 84°44'31" E. 187.38
feet; thence N. 88°50'16" E. 152.57 feet; thence N. 82°09'55" E. 57.01 feet;
thence N. 75°09'29" E. 129.58 feet; thence S. 82°10'28" E. 104.19 feet;
thence S. 81°44'19" E. 29.76 feet; thence N. 65°14'07" E. 9.94 feet; thence
S. 30°53'13" E. 19.21 feet; thence S. 08°36'23" W. 63.59 feet; thence
S. 48°35'27" E. 53.19 feet; thence S. 80°21'53" E. 65.00 feet; thence
leaving said ditch South 70.35 feet to a point on the Southerly line of said
Section 30; thence S. 89°55'23" W. 1268.67 feet along the Southerly line of
said Section 30 to the Southwest Corner of said Lot 4 the point of beginning
and containing 5.00 acres, more or less.

Together with a 20 foot road easement, said easement being 10 feet on each
side of the centerline; beginning at a point on the Easterly line of the above
described parcel of land, whence the Southwest Corner of said Section 30
bears: S. 89°36'06" W. 1691.01 feet, said easement extending Easterly
to the Westerly right-of-way line of a County Road as constructed and in
place.

Together with 80% of all of Seller's rights in and to water from the Basin
Ditch No. 45 according to the decrees of the District Court for Garfield
County, Colorado, and proportionate ditch rights in said ditch.

[SEAL]

STATE OF COLORADO
County of Garfield } ss.

The foregoing instrument was acknowledged before me this 26th day of July
1971 by GEORGE F. McCUNE.
My commission expires February 6, 1972. Witness my hand and official seal.

Carthine J. Fucini
Notary Public.

Best Copy Available

28 v a

No. 250473

WARRANTY DEED

GEORGE F. MCCUNE

TO

ROBBY R. BURKETT

STATE OF COLORADO, }
County of GARFIELD } ss.

I hereby certify that this instrument was filed
record in my office this _____ day of _____

Jul 26 1977, 19____
2:40 o'clock P.M., and duly recorded
Book 421 Page 77

No. _____ Reception No. _____
W. Stephens
Recorder
M.L.H.
Deputy

Fees, \$ 3.00 pd.

Petrie C. Zimmerman P.C.

to: _____
return to _____

Glencood Springs, Colorado,

Future Tax Statements to:

Robby R. Burkett

Book 128

Garfield Co., Colorado 81643

7

Rec. # 376413

EXHIBIT "A"

Best Copy Available

RECEIVED

OCT 14 '94

WATER RESOURCES
STATE ENGINEER
COLORADO

Best Copy Available

Book 421
Page 78

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the said party of the second part, his heirs and assigns forever. And the said party of the first part, for himself, his heirs, executors, and administrators, does covenant, grant, bargain, and agree to and with the said party of the second part, his heirs and assigns, that at the time of the ensealing and delivery of these presents, he is well seized of the premises above conveyed, as of good, sure, perfect, absolute and indefeasible estate of inheritance, in law, in fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid, and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments and encumbrances of whatever kind or nature soever, except any and all ditches and ditch rights; any licenses, rights-of-way, or easements of record or in use; prior reservations of oil, gas and other minerals; restrictions, regulations and requirements imposed by the general plan for Garfield County, Colorado; and any patent reservations; and except for general property taxes for 1971, due in 1972, which Seller agrees to pay, Buyer to pay all such taxes and other assessments levied subsequent to December 31, 1971,

and the above bargained premises in the quiet and peaceable possession of the said party of the second part, his heirs and assigns against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will WARRANT AND FOREVER DEFEND. The singular number shall include the plural, the plural the singular, and the use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, the said party of the first part has hereunto set his hand and seal the day and year first above written.

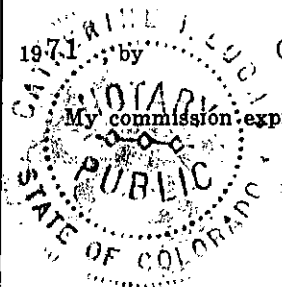
George F. McCune [SEAL]
George F. McCune [SEAL]
[SEAL]

STATE OF COLORADO }
County of Garfield } ss.

The foregoing instrument was acknowledged before me this 26th day of July

1971, by GEORGE F. McCUNE .

My commission expires February 6, 1972 . Witness my hand and official seal.



Arthur J. Lucas
Notary Public.

Recorder's Stamp

KNOW ALL MEN BY THESE PRESENTS, That

MAFY C. BLUE

of the County of Garfield, and State of Colorado,
 for the consideration of _____ ations

TEN DOLLARS and other good and valuable considerations
 in hand paid, hereby sell and convey to

GEORGE F. McCUNE

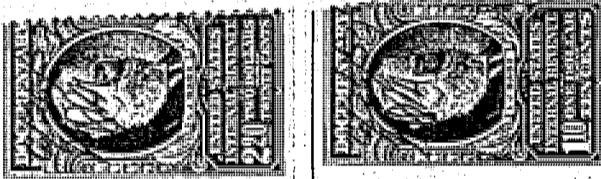
of the County of Garfield, and State of Colorado, the following real
 property, situate in the County of Garfield and State of Colorado, to-wit:

That part of Lots 4, 5 and 7, Section 30, Tp. 7 S., R. 87 W., 6th P.M., lying
 South of the Basin Ditch and West of the County Road.

That part of Lots 5 and 7, Section 30, Tp. 7 S., R. 87 W., 6th P.M., described
 as bounded on the South by the Basin Ditch; on the West by a North and South
 line which commences with the North line of the Basin Ditch 1,000 feet East
 of the West line of aforesaid Lot 4, said Section 30; thence North 365 feet to
 a point; thence East to the West boundary of County Road; thence along the
 West boundary line of said County Road to the North line of said Basin Ditch.

Together with the right to the use of water from the spring situate on land
 belonging to First Party and between the tract conveyed and the irrigation
 ditch known as the Spring Ditch, together with ditch right of way. Also
 conveys 1/5 of a cubic second foot of water out of the Basin Ditch No. 45 of
 the Decrees of the District Court for Garfield County, Colorado, together with
 proportionate ditch rights in said ditch.

FEE PAID UNDER S. B. No. 222 \$ 30
 FEE PAID UNDER PROTEST
 FEE EXCUSSED



with all its appurtenances, and warrant the title to the same, subject to NO EXCEPTIONS

Signed and delivered this 26th day of June, A. D. 19 59.

in the presence of

Mary C. Blue (SEAL)

..... (SEAL)

..... (SEAL)

STATE OF COLORADO
 County of Garfield

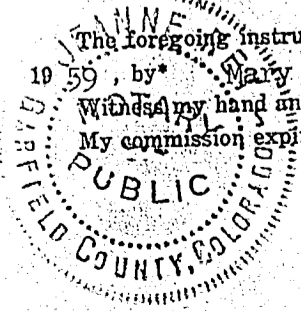
} ss.

26th day of June

The foregoing instrument was acknowledged before me this 26th day of June 19 59, by Mary C. Blue.

Witness my hand and official seal

My commission expires December 1, 1960



James R. [Signature]
 Notary Public.

*If by natural person or persons here insert name or names; if by person acting in representative or official capacity or as attorney-in-fact, then insert name of person as executor, attorney-in-fact or other capacity or description; if by officer of corporation, then insert name of such officer or officers, as the president or other officers of such corporation, naming it.—Statutory Acknowledgment, Session 1927.

FORM 1235 2-56
(ROCKY MOUNTAIN DIVISION)

ASSIGNMENT OF LEASE

Whereas, On the 28th day of May 1960, a certain oil and gas or oil, gas and mineral lease was made and entered into by and between

George F. McCune and Irene R. McCune, his wife
Carbonade, Colorado, Lessor

and Francis W. Christensen
Glenwood Springs, Colorado, Lessee

covering the following described land in the county of Garfield and State of Colorado, to-wit:

That part of Lots 4, 5, and 7, Sec. 30, Twp. 7 South, Rge. 87 West 6th P.M., lying South of the Basin Ditch and West of the County Road. That part of Lots 5 and 7 Sec. 30, Twp. 7 South, Rge. 87 West 6th P.M., described as bounded on the South by the Basin Ditch; on the West by a North and South line which commences with the North line of the Basin Ditch 1,000 feet East of the West line of aforesaid Lot 4, thence North 365 feet to a point; thence East to the West boundary of County Road; thence along West boundary of said County Road to the North line of said Basin Ditch.

Said lease being recorded in the office of the County Clerk in and for said County in book 328, page 385

and

Whereas, The said lease and all rights thereunder or incident thereto are now owned by Francis W. Christensen

Now, Therefore, For and in consideration of One Dollar (and other good and valuable considerations), the receipt of which is hereby acknowledged, the undersigned, the present owner of the said lease and all rights thereunder or incident thereto, do as hereby bargain, sell, transfer, assign and convey unto

Pan American Petroleum Corporation

all of the right, title and interest of the original lessee and present owner in and to the said lease and rights thereunder in so far as it covers the following described land, to-wit:

All of the lands hereinabove described.

Assignor reserves, as overriding royalty, four (4) percent of the value at the field market price of the oil and gas produced, saved and sold under and by virtue of said lease from the land included in this assignment. In the event the interest assigned is less than the full and undivided leasehold estate, the said overriding royalty shall be that percentage of the above amount which the interest assigned bears to the full leasehold estate. The owner of said overriding royalty shall be responsible for his proportionate part of all taxes and assessments levied upon or against or measured by the production of oil and gas from said land and assignee may pay said taxes and deduct same from overriding royalty settlement. It is further understood and agreed that the overriding royalties herein above described include all existing overriding royalties.

and there is also assigned all personal property used or obtained in connection therewith to

Pan American Petroleum Corporation

and its heirs, successors and assigns.

And for the same consideration, the undersigned for himself and his heirs, successors and representatives, do as covenant with the said assignee its heirs, successors, or assigns that he is the lawful owner of the said lease and rights and interests thereunder and of the personal property thereon or used in connection therewith; that the undersigned has good right and authority to sell and convey the same, and that said rights, interest and property are free and clear from all liens and incumbrances, and that all rentals and royalties due and payable thereunder have been duly paid; and that the undersigned will warrant and defend the same against the lawful claims and demands of all persons whomsoever, by, through or under his, but not otherwise.

In Witness Whereof, The undersigned owner and assignor has signed and sealed this instrument this 16th day of June, 1960

Francis W. Christensen

201655

Book 328 Page 388

If ASSIGNEE desires to surrender, let expire, abandon or release all or any of its rights in said lease, or any part thereof, ASSIGNOR first shall give ASSIGNOR thirty (30) days notice thereof. If, within fifteen (15) days thereafter, ASSIGNEE receives written notice from ASSIGNOR that ASSIGNOR desires an assignment of the interest intended to be surrendered, let to expire, abandoned or released ASSIGNEE thereupon shall execute such assignment and mail same to ASSIGNOR. Such assignment shall be made expressly subject to any unitization or other agreement to which such land and lease may then be subject. ASSIGNOR thereupon shall have sole and complete liability and responsibility for compliance with the provisions of the lease, and of any and all agreements to which it is then subject, as to such assigned leasehold acreage, and ASSIGNOR shall reimburse, indemnify, protect, and save ASSIGNEE harmless of and from all loss, cost, damage, and expense caused by, arising out of, or resulting from ASSIGNOR'S failure to perform such obligations, and each of them. In the event of any breach of its obligations hereunder, ASSIGNEE'S liability in no event shall exceed the cash consideration paid for this assignment.

STATE OF _____ }
COUNTY OF _____ }

Before me, the undersigned, a Notary Public in and for said County and State, on this _____ day of _____, 19____, personally appeared _____ to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its _____ and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of such corporation for the uses and purposes therein set forth.
Given under my hand and seal of office the day and year last above written.

Notary Public

My commission expires _____

(Colorado, North Dakota, Idaho, Montana, Oregon, South Dakota, Wyoming, Utah, individual acknowledgment)

STATE OF Colorado }
COUNTY OF Garfield }

On this 16th day of June, 1960, before me John E. Dunn, Notary Public, personally appeared Francis W. Christensen to me known to be the person described in and who executed and delivered the foregoing instrument, and acknowledged to me that he executed the same as his free act and deed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16th day of June, A. D. 1960.

My commission expires July 12, 1960

John E. Dunn
Notary Public in and for said County and State

(Colorado, North Dakota, Idaho, Montana, Oregon, South Dakota, Wyoming, Utah, corporation acknowledgment)

STATE OF _____ }
COUNTY OF _____ }

On this _____ day of _____, 19____, before me _____ a Notary Public, appeared _____ to me personally known, who, being by me duly sworn, did say that he is the _____ President of _____ and the seal affixed to said instrument is the corporate seal of said Corporation, and that said instrument was signed, sealed and delivered in behalf of said Corporation by authority of its Board of Directors, and said _____ acknowledged said instrument to be the free act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 19____.

My commission expires _____

Notary Public in and for said County and State

(V)

310331

Assignment of Lease

FROM

TO

19____

Dated _____

No. Acres _____

County, GARFIELD

Term _____

This instrument was filed for record on the _____

day of JUL 21 1960, at _____

1130 o'clock a. M., and duly recorded in _____

Volume _____

Page _____

of the records of this office.

Edna F. Keegan
County Clerk.

By _____, Deputy.

When recorded return to _____

THE GARFIELD COUNTY ABSTRACT COMPANY

P. O. Box 309 Phone 411-2314

GLENWOOD SPRINGS, COLORADO

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned,
Mary C. Blue

-----, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do^{es} hereby grant unto Holy Cross Electric Association, Inc., a cooperative corporation, whose postoffice address is Eagle, Colorado, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Garfield, State of Colorado, and more particularly described as follows: N E 1/4, SW 1/4, Lots 3,4,5,6, and 7 in section 30, Twp.7 S. Rge. 87W. of the 6th P.M. And that part of Lot 10, section 30 Twp.7S. Rge. 87W. of the 6th P.M. That part of Lot 16 section 25 lying North of the Basin Ditch and lots 1,2,5, 6,7,8,9,10,11,15 and the N.E.1/4 of N.W. 1/4 and all of lot 14 lying North of Colorado Midland Railway all in section 25 and N.E. 1/4 of S.E. 1/4 of section 25 and lots 2 and 4, and Lot 3, except portion deeded to Samuel Geigel and recorded in Book 61, page 479; in section 36; All being in Twp.7South Rge. 88 W. of the 6th P.M.

and to construct, operate and maintain on the above described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling, ~~approximately as shown on the attached diagram.~~

The undersigned covenant^s that she is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following:
Henry R. Prechtel, 720 Columbine St., Denver, Colorado.

IN WITNESS WHEREOF, the undersigned ha^s set her hand and seal this 18th day of November, 1940.

Mary C. Blue (L.S.)

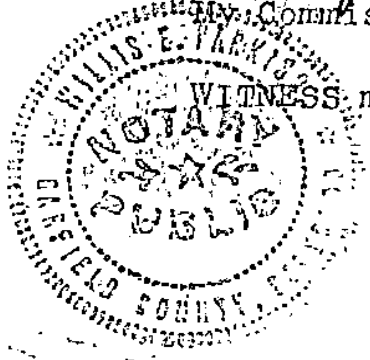
Signed, sealed and delivered _____ (L.S.)
in the presence of:

J. R. Morgan

State of Colorado)
County of Garfield) ss.

The above and foregoing instrument was acknowledged before me on this, the 18th day of November, A. D. 1940, by _____

Mary C. Blue
Commission Expires May 15, 1943



Gillis E. Parkison
Notary Public

RIGHT-OF-WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS, That the undersigned,
Mary C. Blue

-----, for a good and valuable consideration, the receipt whereof is hereby acknowledged, do es hereby grant unto Holy Cross Electric Association, Inc., a cooperative corporation, whose postoffice address is Eagle, Colorado, and to its successors or assigns, the right to enter upon the lands of the undersigned, situated in the County of Garfield, State of Colorado, and more particularly described as follows: N E 1/4, SW 1/4, Lots 3,4,5,6, and 7 in section 30, Twp. 7 S. Rge. 87W. of the 6th P.M. And that part of Lot 10, section 30 Twp. 7S. Rge. 87W. of the 6th P.M. That part of Lot 16 section 25 lying North of the Basin Ditch and lots 1,2,5, 6,7,8,9,10,11,15 and the N.E. 1/4 of N.W. 1/4 and all of lot 14 lying North of Colorado Midland Railway all in section 25 and N.E. 1/4 of S.E. 1/4 of section 25 and lots 2 and 4, and Lot 3, except portion deeded to Samuel Geigel and recorded in Book 61, page 479; in section 36; All being in Twp. 7 South Rge. 88 W. of the 6th P.M.

and to construct, operate and maintain on the above described lands and/or in or upon all streets, roads or highways abutting said lands, an electric transmission or distribution line or system, and to cut and trim trees and shrubbery to the extent necessary to keep them clear of said electric line or system and to cut down from time to time all dead, weak, leaning or dangerous trees that are tall enough to strike the wires in falling, ~~approximately as shown on the attached diagram.~~

The undersigned covenants that she is the owner of the above described lands and that the said lands are free and clear of encumbrances and liens of whatsoever character except those held by the following:
Henry R. Prechtel, 720 Columbine St., Denver, Colorado.

IN WITNESS WHEREOF, the undersigned has set her hand and seal this 18th day of November, 1940.

Mary C. Blue (L.S.)

Signed, sealed and delivered _____ (L.S.)
in the presence of:

J. R. Morgan

State of Colorado)
County of Garfield) ss.

The above and foregoing instrument was acknowledged before me on this, the 18th day of November, A. D. 1940, by _____

Mary C. Blue
Commission Expires May 15, 1943



Gillis E. Parkison
Notary Public

Assign 344/22 8-21-62 Ref# 221917 351/158 6-3-63

Recorded July 21, 1960 at 11:30 A. M.
Reception No. 210330 Chas. S. Keegan, Recorder

Book 328 Page 385



Form L. B. 88-42
Kan., Okla. & Colo.

OIL AND GAS LEASE

THIS AGREEMENT, Entered into this the 28th day of May, 1960

between George F. McCune and Irene R. McCune, his wife
Carbondale, Colorado

hereinafter called lessor,

and Francis W. Christensen, Glenwood Springs, Colorado hereinafter called lessee, does witness:

1. That lessor, for and in consideration of the sum of Ten and no/100ths----- Dollars (\$ 10.00),

in hand paid, and of the covenants and agreements hereinafter contained to be performed by the lessee, has this day granted and leased and hereby grants, leases and lets unto the lessee for the purpose of mining and operating for and producing oil and gas, casinghead gas and casinghead gasoline, laying pipe lines, building tanks, storing oil, building powers, stations, telephone lines and other structures thereon to produce, save, take care of and manufacture all of

such substances, and for housing and boarding employees, the following described tract of land in Garfield

County, Colorado to-wit:

~~That part of Lots 4, 5, and 7 Sec. 30, Twp. 7 South, Rge. 87 West 6th P.M. lying South of the Basin Ditch and West of the County Road. That part of Lots 5 and 7 Sec 30, Twp. 7 South, Rge. 87 West 6th P.M. described as bounded on the South by the Basin Ditch; on the West by a North and South line which commences with the North line of the Basin Ditch 1,000 feet East of the West line of aforesaid Lot 4, thence North 365 feet to a point; thence East to the West boundary of County Road; thence along West boundary of said County Road to the North line of said Basin Ditch~~

in Section XXX, Township XXX, Range XXX, and containing 10 acres, more or less. 2. This lease shall remain in force for a term of ~~XXX~~ FIVE years and as long thereafter as oil, gas, casinghead gas, casinghead gasoline or any of them is produced.

3. The lessee shall deliver to the credit of the lessor as royalty, free of cost, in the pipe line to which lessee may connect its wells the equal one-eighth part of all oil produced and saved from the leased premises, or at the lessee's option, may pay to the lessor for such one-eighth royalty the market price for oil of like grade and gravity prevailing on the day such oil is run into the pipe line, or into storage tanks.

4. The lessee shall pay lessor, as royalty, one-eighth of the proceeds from the sale of the gas, as such, for gas from wells where gas only is found, and where not sold shall pay Fifty (\$50.00) Dollars per annum as royalty from each such well, and while such royalty is so paid such well shall be held to be a producing well under paragraph numbered two hereof. The lessor to have gas free of charge from any gas well on the leased premises for stoves and inside lights in the principal dwelling house on said land by making his own connections with the well, the use of said gas to be at the lessor's sole risk and expense. The lessee shall pay to lessor for gas produced from any oil well and used by the lessee for the manufacture of gasoline or any other product, as royalty, one-eighth of the market value of such gas at the mouth of the well. If said gas is sold by the lessee, then as royalty one-eighth of the proceeds of the sale thereof.

5. If operations for the drilling of a well for oil or gas are not commenced on said land on or before one year from this date, this lease shall terminate as to both parties, unless the lessee shall, on or before one year from this date, pay or tender to the lessor or for the lessor's credit in the

First National Bank at Glenwood Springs, Colorado or

its successors, which bank and its successors are the lessor's agent and shall continue as the depository of any and all sums payable under this lease, re-

gardless of changes of ownership in said land or in the oil and gas, or in the rentals to accrue thereunder, the sum of -----Ten and no/100ths----- Dollars (\$ 10.00) which shall operate as

rental and cover the privilege of deferring the commencement of drilling operations for a period of one year. In like manner and upon like payments or tenders, the commencement of drilling operations may be further deferred for like periods successively. All payments or tenders may be made by check or draft of lessee or any assignee thereof, mailed or delivered on or before the rental paying date. Notwithstanding the death of the lessor, or his successor in interest, the payment or tender of rentals in the manner provided above shall be binding on the heirs, devisees, executors, and administrators of such person.

6. If at any time prior to the discovery of oil or gas on this land and during the term of this lease, the lessee shall drill a dry hole, or holes, on this land, this lease shall not terminate, provided operations for the drilling of a well shall be commenced within twelve months from the expiration of the last rental period for which rental has been paid, or provided that within said period the lessee begins or resumes the payment of rentals in the manner and amount herein above provided; and in this event the preceding paragraphs hereof governing the payment of rentals and effect thereof shall continue in force.

7. In case said lessor owns a less interest in the above described land than the entire and undivided fee simple estate therein, then the royalties and rentals herein provided for shall be paid the said lessor only in the proportion which his interest bears to the whole and undivided fee.

8. The lessee shall have the right to use free of cost, gas, oil and water found on said land for its operations thereon, except water from the wells of the lessor. When required by lessor, the lessee shall bury pipe lines below plow depth and shall pay for damage caused by its operations to growing crops on said land. No well shall be drilled nearer than 200 feet to the house or barn now on said premises without written consent of the lessor. Lessee shall have the right at any time during or after the expiration of this lease to remove all machinery, fixtures, houses, buildings and other structures placed on said premises, including the right to draw and remove all casing.

9. If the estate of either party hereto is assigned (and the privilege of assigning in whole or in part is expressly allowed), the covenants hereof shall extend to the heirs, executors, administrators, successors and assigns, but no change of ownership in the land or in the rentals or royalties shall be binding on the lessee until after notice to the lessee and it has been furnished with the written transfer or assignment or a certified copy thereof. In the event this lease shall be assigned as to a part or as to parts of the above described lands, and the holder or owner of any such part or parts shall fail or make default in the payment of the proportionate part of the rent due from him or them, such default shall not operate to defeat or affect this lease in so far as it covers a part or parts of said land upon which the said lessee or any assignee hereof shall make due payment of said rentals. If at any time there be as many as four parties entitled to rentals or royalties, lessee may withhold payments thereof unless and until all parties designate, in writing, in a recordable instrument to be filed with the lessee, a common agent to receive all payments due hereunder, and to execute division and transfer orders on behalf of said parties, and their respective successors in title.

10. Lessor hereby warrants and agrees to defend the title to the land herein described and agrees that the lessee, at its option, may pay and discharge any taxes, mortgages, or other liens existing, levied, or assessed on or against the above described lands and, in event it exercises such option, it shall be subrogated to the rights of any holder or holders thereof and may reimburse itself by applying to the discharge of any such mortgage, tax or other lien, any royalty or rentals accruing hereunder.

11. Notwithstanding anything in this lease contained to the contrary, it is expressly agreed that if lessee shall commence drilling operations at any time while this lease is in force, this lease shall remain in force and its term shall continue so long as such operations are prosecuted and, if production results therefrom, then as long as production continues.

12. If within the primary term of this lease production on the leased premises shall cease from any cause, this lease shall not terminate provided operations for the drilling of a well shall be commenced before or on the next ensuing rental paying date; or, provided lessee begins or resumes the payment of rentals in the manner and amount hereinbefore provided. If, after the expiration of the primary term of this lease, production on the leased premises shall cease from any cause, this lease shall not terminate provided lessee resumes operations for drilling a well within sixty (60) days from such cessation, and this lease shall remain in force during the prosecution of such operations and, if production results therefrom, then as long as production continues.

13. Lessee may at any time and from time to time surrender this lease as to any part or parts of the leased premises by delivering or mailing a release thereof to the lessor, or by placing a release thereof of record in the proper county.

14. This lease and all its terms, conditions, and stipulations shall extend to and be binding on all successors of said lessor or lessee.

15. This lease shall not be terminated, in whole or in part, nor shall lessee be held liable in damages, for failure to comply with the express or implied covenants hereof, if compliance therewith is prevented by, or if such failure is the result of, any Federal or State laws, executive orders, rules, or regulations. If, at the end of the primary term hereof, such term has not been extended by production or drilling as in this lease provided, and lessee, by reason of any of the above recited causes, is unable to drill a well on the leased premises for oil or gas, the primary term and the rental provision hereof shall be extended automatically from year to year until the first anniversary hereof occurring ninety (90) or more days following the removal of such delaying cause. During any period that lessee is unable to produce and/or market any products from the leased premises by reason of any of the above recited causes, this lease shall remain in full force and effect.

16. Lessee is hereby given the right at its option, at any time and from time to time, to pool or unitize all or any part or parts of the above described land with other land, lease, or leases in the immediate vicinity thereof, such pooling to be into units not exceeding the minimum size tract on which a well may be drilled under laws, rules, or regulations in force at the time of such pooling or unitization; provided, however, that such units may exceed such minimum by not more than ten acres if such excess is necessary in order to conform to ownership subdivisions or lease lines. Lessee shall exercise said option, as to each desired unit, by executing and recording an instrument identifying the unitized area. Any well drilled or operations conducted on such any part of each such unit shall be considered a well drilled or operations conducted under this lease, and there shall be allocated to the portion of the above described land included in any such unit such proportion of the actual production from all wells on such unit as lessor's interest, if any, in such portion, computed on an acreage basis, bears to the entire acreage of such unit. And it is understood and agreed that the production so allocated shall be considered for all purposes, including the payment or delivery of royalty, to be the entire production from the portion of the above described land included in such unit in the same manner as though produced from the above described land under the terms of this lease.

IN WITNESS WHEREOF, we sign the day and year first above written.

George F. McCune
Irene R. McCune

- 17. "Notwithstanding anything in this lease to the contrary this lease shall cease and terminate three years from its date unless there shall be commenced operations for the drilling of a well for oil and gas at a location within 4 miles from the corner common to Townships 7 and 8 South, Ranges 87 and 88 West of the 6th P.M."
- 18. "If Lessee has encountered water in a well which it has determined to plug and abandon, Lessee shall notify Lessor at the address shown in this lease, who, within twenty-four (24) hours thereafter, shall notify Lessee whether he elects to take over said well. If he does so elect he shall pay Lessee the reasonable salvage value of the casing in the well and execute proper instruments indemnifying Lessee against all liabilities which may thereafter arise relative to said well including the plugging and abandonment thereof. If he does not so elect or fails to timely make any election this section shall terminate and be of no further force or effect."

SIGNED FOR IDENTIFICATION:

George F. McCune
Irene R. McCune

STATE OF COLORADO }
 COUNTY OF GARFIELD } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this 28th day of May, 19 60, personally appeared George F. McCune and Irene R. McCune, his wife

to me personally known to be the identical person g who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires July 12, 1960 John E. Dunn
 Notary Public.

STATE OF _____ }
 COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR INDIVIDUAL (Kans., Okla., and Colo.)

Before me, the undersigned, a Notary Public, within and for said county and state, on this _____ day of _____, 19____, personally appeared _____ and _____

to me personally known to be the identical person _____ who executed the within and foregoing instrument and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed for the uses and purposes therein set forth. IN WITNESS WHEREOF, I have hereunto set my hand and official seal the day and year last above written.

My commission expires _____
 Notary Public.

STATE OF _____ }
 COUNTY OF _____ } ss. ACKNOWLEDGMENT FOR CORPORATION

On this _____ day of _____, A. D., 19____, before me, the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared _____, to me personally known to be the identical person who signed the name of the maker thereof to the within and foregoing instrument as its _____ President and acknowledged to me that _____ executed the same as _____ free and voluntary act and deed, and as the free and voluntary act and deed of said corporation, for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written.
 My commission expires _____
 Notary Public.



TITLE COMPANY
of the rockies

711 E. Valley Rd, Unit 201B
Basalt, CO 81621
Phone: 970-366-4111 Fax: 970-672-1576
www.titlecorockies.com

COMMITMENT TRANSMITTAL

Commitment Ordered By:

Cody Reed
Engel & Voelkers Snowmass
0239 Snowmass Club Circle
Snowmass Village, CO 81615
Phone: 970-923-5600 Fax:
email: codycreed@gmail.com

Inquiries should be directed to:

Kate Staskauskas
Title Company of the Rockies
711 E. Valley Rd, Unit 201B
Basalt, CO 81621
Phone: 970-366-4111 Fax: 970-672-1576
email: KateS@titlecorockies.com

Commitment Number:

7002507-C

Buyer's Name(s):

The B3P Irrevocable Trust dated December 20, 2018, a Nevada Asset Protection Trust

Seller's Name(s):

Donna M. Burkett

Property:

3659 County Road 100, Carbondale, CO 81623
Tract in Lots 4 & 5 of 30-7-87, Garfield, CO

COPIES / MAILING LIST

David Joseph Crandall, Settlor/Trustee
Melanie Crandall
The B3P Irrevocable Trust dated December 20, 2018, a
Nevada Asset Protection Trust

Donna M. Burkett

Cody Reed
Engel & Voelkers Snowmass
0239 Snowmass Club Circle
Snowmass Village, CO 81615
Phone: 970-923-5600
email: codycreed@gmail.com

Cody Reed
Engel & Voelkers Snowmass
0239 Snowmass Club Circle
Snowmass Village, CO 81615
Phone: 970-923-5600
email: codycreed@gmail.com

Peck-Feigenbaum PC
132 Midland Avenue, Suite 4
Basalt, CO 81623
Phone: 970-925-5196
email: lucas@rfvllaw.com

Maurer Miller Law
214 Eighth Street, Ste 303
Glenwood Springs, CO 81601
Phone: 970-945-4994
email: amanda@maurermilleralaw.com

COLORADO NOTARIES MAY REMOTELY NOTARIZE REAL ESTATE DEEDS AND OTHER DOCUMENTS USING REAL-TIME AUDIO-VIDEO COMMUNICATION TECHNOLOGY. YOU MAY CHOOSE NOT TO USE REMOTE NOTARIZATION FOR ANY DOCUMENT.

Title Company of the Rockies maintains branch operations in Eagle, Garfield, Grand, Lake, Moffat (dba Northwest Title Company), Pitkin, Routt, and Summit Counties along with Front Range coverage. Closing services are available for all Mountain Communities, throughout the State of Colorado, and on a nationwide basis. Experience the Experience. www.titlecorockies.com



TITLE COMPANY
of the rockies

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Phone: 970-366-4111 Fax: 970-672-1576
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Commitment Ordered By:

Cody Reed
Engel & Voelkers Snowmass
0239 Snowmass Club Circle
Snowmass Village, CO 81615
Phone: 970-923-5600 Fax:
email: codycreed@gmail.com

Inquiries should be directed to:

Kate Staskauskas
Title Company of the Rockies
711 E. Valley Rd, Unit 201B
Basalt, CO 81621
Phone: 970-366-4111 Fax: 970-672-1576
email: KateS@titlecorockies.com

Commitment Number:

7002507-C

Buyer's Name(s):

The B3P Irrevocable Trust dated December 20, 2018, a Nevada Asset Protection Trust

Seller's Name(s):

Donna M. Burkett

Property:

3659 County Road 100, Carbondale, CO 81623
Tract in Lots 4 & 5 of 30-7-87, Garfield, CO

TITLE CHARGES

These charges are based on issuance of the policy or policies described in the attached Commitment for Title Insurance, and includes premiums for the proposed coverage amount(s) and endorsement(s) referred to therein, and may also include additional work and/or third party charges related thereto.

If applicable, the designation of "Buyer" and "Seller" shown below may be based on traditional settlement practices in Garfield County, Colorado, and/or certain terms of any contract, or other information provided with the Application for Title Insurance.

| | |
|------------------------------|-------------------|
| Owner's Policy Premium: | \$2,714.00 |
| Loan Policy Premium: | |
| Additional Lender Charge(s): | |
| Additional Other Charge(s): | |
| Tax Certificate: | \$25.00 |
| Total Endorsement Charge(s): | \$95.00 |
| TBD Charge(s): | |
| TOTAL CHARGES: | \$2,834.00 |

COMMITMENT FOR TITLE INSURANCE

Issued by



as agent for

Chicago Title Insurance Company

SCHEDULE A

Reference:

Commitment Number: 7002507-C

1. Effective Date: **November 02, 2023, 7:00 am** Issue Date: **November 10, 2023**

2. Policy (or Policies) to be issued:

| | | |
|---------------------------|----------------|-----------------------|
| ALTA® 2021 Owner's Policy | Policy Amount: | \$1,275,000.00 |
| | Premium: | \$2,809.00 |

Proposed Insured: **The B3P Irrevocable Trust dated December 20, 2018, a Nevada Asset Protection Trust**

3. The estate or interest in the Land at the Commitment Date is **Fee Simple**.

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

5. The Land is described as follows:

FOR LEGAL DESCRIPTION SEE SCHEDULE A CONTINUED ON NEXT PAGE
For Informational Purposes Only - APN: **239130300015 / R011048**

Countersigned
Title Company of the Rockies, LLC

By:

Staci Stamps

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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Commitment No: 7002507-C**SCHEDULE A (continued)****LEGAL DESCRIPTION**

The Land referred to herein is located in the County of Garfield, State of Colorado, and described as follows:

A parcel of land situated in Lots 4 and 5 of Section 30, Township 7 South, Range 87 West of the Sixth Principal Meridian, lying Northerly of the Southerly line of said Section 30, Easterly of the Westerly line of said Lot 4 and Southerly of the centerline of Basin Ditch as constructed and in place, said parcel being described as follows:

Beginning at a point on the Southerly line of said Section 30, said point being the Southwest Corner of said Lot 4, whence the Southwest Corner of said Section 30 bears:

S. 89°55'23" W. 422.38 feet;

thence N. 01°56'34" E. 156.27 feet along the Westerly line of said Lot 4 to a point in the center of said Ditch;

thence along said centerline on the following courses and distances, to-wit:

N. 84°53'00" E. 80.11 feet;

thence N. 83°36'02" E. 176.33 feet;

thence N. 89°32'37" E. 241.55 feet;

thence S. 84°44'31" E. 187.38 feet;

thence N. 88°50'16" E. 152.57 feet;

thence N. 82°09'55" E. 57.01 feet;

thence N. 75°09'29" E. 129.58 feet;

thence S. 82°10'28" E. 104.19 feet;

thence S. 81°44'19" E. 29.76 feet;

thence N. 65°14'07" E. 9.94 feet;

thence S. 30°53'13" E. 19.21 feet;

thence S. 08°36'23" W. 63.59 feet;

thence S. 48°35'27" E. 53.19 feet;

thence S. 80°21'53" E. 65.00 feet;

thence leaving said ditch South 70.35 feet to a point on the Southerly line of said Section 30;

thence S. 89°55'23" W. 1268.67 feet along the Southerly line of said Section 30 to the Southwest Corner of said Lot 4 the point of beginning.

Together with a 20 foot road easement, said easement being 10 feet on each side of the centerline; beginning at a point on the Easterly line of the above described parcel of land, whence the Southwest Corner of said Section 30 bears:

S. 89°36'06" W. 1691.01 feet, said easement extending Easterly to the Westerly right-of-way line of a County Road as constructed and in place.

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Commitment No: 7002507-C

COMMITMENT FOR TITLE INSURANCE

Issued by

Chicago Title Insurance Company

SCHEDULE B, PART I Requirements

The following are the requirements to be compiled with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

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

NOTE: Please be advised that our search did not disclose any open Deeds of Trust of record. If you should have knowledge of any outstanding obligation, please contact the Title Department immediately for further review prior to closing.

5. A satisfactory Land Survey Plat, Improvement Survey Plat or ALTA Land Title Survey must be furnished to the company. Exception will be taken to any and all adverse matters disclosed thereby.
6. Deed from Donna M. Burkett to The B3P Irrevocable Trust dated December 20, 2018, a Nevada Asset Protection Trust.

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Commitment No: **7002507-C**

NOTE: Duly executed real property transfer declaration, executed by either the Grantor or Grantee, to accompany the Deed mentioned above, pursuant to Article 14 of House Bill No. 1288-CRA 39-14-102.

NOTE: Statement of authority for The B3P Irrevocable Trust dated December 20, 2018, a Nevada Asset Protection Trust, a Nevada trust, recorded March 3, 2021 as [Reception No. 951504](#), discloses that the names and addresses of the trustee(s) authorized to act on behalf of the trust are as follows: David Joseph Crandall, Investment Trustee.

NOTE: If there have been any amendments or changes to the management of said entity, written documentation reflecting the changes and a new Statement of Authority will be required.

The Owner's Policy, when issued, will not contain Exceptions No. 1, 2, 3 and 4, provided that:

- (A) The enclosed form of indemnity agreement or final affidavit and agreement is properly executed and acknowledged by the party(ies) indicated and returned to the Company or its duly authorized agent,
- (B) The Company or its duly authorized agent receives and approves a Land Survey Plat, Improvement Survey Plat or ALTA survey properly certified by a registered surveyor or engineer, and
- (C) Applicable scheduled charges in the amount of \$95.00 are paid to the Company or its duly authorized agent.

NOTE: EXCEPTION NO. 5 UNDER SCHEDULE B, SECTION 2 OF THIS COMMITMENT WILL NOT APPEAR IN THE POLICY OR POLICIES TO BE ISSUED PURSUANT HERETO, PROVIDED THAT (A) THE DOCUMENTS CONTEMPLATED BY THE REQUIREMENTS SET FORTH IN SCHEDULE B, SECTION 1 OF THIS COMMITMENT ARE SUBMITTED TO AND APPROVED AND RECORDED BY THE COMPANY OR ITS DULY AUTHORIZED AGENT, AND (B) AN EXAMINATION OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER FOR GARFIELD COUNTY, COLORADO BY THE COMPANY OR ITS DULY AUTHORIZED AGENT DISCLOSES THAT NO DEFECTS, LIENS, ENCUMBRANCES, ADVERSE CLAIMS OR OTHER MATTERS HAVE BEEN RECORDED IN SUCH RECORDS SUBSEQUENT TO THE EFFECTIVE DATE HEREOF.

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Commitment No: 7002507-C

SCHEDULE B, PART II
Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, right, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Any and all water and water rights, reservoir and reservoir rights, ditches and ditch rights, and the enlargements and extensions thereof, and all laterals, flumes and headgates used in connection therewith.

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Commitment No: **7002507-C**

8. Right of the Proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded April 15, 1904 in [Book 56 at Page 541](#) as Reception No. 31780.
9. Any and all water and water rights, reservoir and reservoir rights, ditches and ditch rights, and the enlargements and extensions thereof, and all laterals, flumes and headgates used in connection therewith.
10. Terms, conditions, provisions and obligations contained in the Oil and Gas Lease recorded April 29, 1937 at [Reception No. 127751](#), and any and all assignments thereof or interests therein.
11. Terms, conditions, provisions and obligations contained in the Oil and Gas Mining Lease recorded September 20, 1951 at [Reception No. 177189](#), and any and all assignments thereof or interests therein.
12. Right to the Use of Water as conveyed in Deed recorded June 26, 1959 at [Reception No. 205920](#).
13. Terms, conditions, provisions and obligations contained in the Oil and Gas Lease recorded July 21, 1960 at [Reception No. 210330](#), and Assignment thereof recorded at [Reception No. 210331](#), and any and all assignments thereof or interests therein.
14. Terms, conditions, provisions, easement, rights and obligations contained in the as shown in Deed recorded July 26, 1970 at [Reception No. 250473](#).
15. Terms, conditions, provisions and obligations contained in the Agreement recorded July 27, 1971 at [Reception No. 250487](#).
16. Terms, conditions, provisions and obligations contained in the Holy Cross Electric Association, Inc. Right-of-Way Easement recorded August 3, 1971 at [Reception No. 250581](#).
17. Terms, conditions, provisions and obligations contained in the Holy Cross Electric Association, Inc. Right-of-Way Easement recorded August 23, 1971 at [Reception No. 250813](#).
18. Terms, conditions, provisions and obligations contained in the Special District Public Disclosure Document recorded December 31, 2014 at [Reception No. 857790](#).
19. Terms, conditions, provisions and obligations contained in the Right-of-Way Easement recorded March 29, 2021 at [Reception No. 953257](#).

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DISCLOSURE STATEMENTS

Note 1: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII, requires that "Every Title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the Title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." (Gap Protection)

Note 2: Exception No. 4 of Schedule B, Section 2 of this Commitment may be deleted from the Owner's Policy to be issued hereunder upon compliance with the following conditions:

1. The Land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
2. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the Land described in Schedule A of this Commitment within the past 13 months.
3. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and materialmen's liens.
4. Any deviation from conditions A through C above is subject to such additional requirements or Information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.
5. Payment of the premium for said coverage.

Note 3: The following disclosures are hereby made pursuant to §10-11-122, C.R.S.:

- (i) The subject real property may be located in a special taxing district;
- (ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
- (iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note 4: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding).

Note 5: Pursuant to C.R.S. §10-11-123 Notice is hereby given:

- (a) If there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate then there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property, and
- (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note 6: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch the clerk and recorder may refuse to record or file any document that does not conform.

Note 7: Our Privacy Policy:

We will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

Note 8: Records:

Regulation 3-5-1 Section 7 (N) provides that each title entity shall maintain adequate documentation and

records sufficient to show compliance with this regulation and Title 10 of the Colorado Revised Statutes for a period of not less than seven (7) years, except as otherwise permitted by law.

Note 9: Pursuant Regulation 3-5-1 Section 9 (F) notice is hereby given that “A title entity shall not earn interest on fiduciary funds unless disclosure is made to all necessary parties to a transaction that interest is or has been earned. Said disclosure must offer the opportunity to receive payment of any interest earned on such funds beyond any administrative fees as may be on file with the division. Said disclosure must be clear and conspicuous, and may be made at any time up to and including closing.”

Be advised that the closing agent will or could charge an Administrative Fee for processing such an additional services request and any resulting payee will also be subjected to a W-9 or other required tax documentation for such purpose(s).

Be further advised that, for many transactions, the imposed Administrative Fee associated with such an additional service may exceed any such interest earned.

Therefore, you may have the right to some of the interest earned over and above the Administrative Fee, if applicable (e.g., any money over any administrative fees involved in figuring the amounts earned).

Note 10: Pursuant to Regulation 3-5-1 Section 9 (G) notice is hereby given that “Until a title entity receives written instructions pertaining to the holding of fiduciary funds, in a form agreeable to the title entity, it shall comply with the following:

1. The title entity shall deposit funds into an escrow, trust, or other fiduciary account and hold them in a fiduciary capacity.
2. The title entity shall use any funds designated as “earnest money” for the consummation of the transaction as evidenced by the contract to buy and sell real estate applicable to said transaction, except as otherwise provided in this section. If the transaction does not close, the title entity shall:
 - (a) Release the earnest money funds as directed by written instructions signed by both the buyer and seller; or
 - (b) If acceptable written instructions are not received, uncontested funds shall be held by the title entity for 180 days from the scheduled date of closing, after which the title entity shall return said funds to the payor.
3. In the event of any controversy regarding the funds held by the title entity (notwithstanding any termination of the contract), the title entity shall not be required to take any action unless and until such controversy is resolved. At its option and discretion, the title entity may:
 - (a) Await any proceeding; or
 - (b) Interplead all parties and deposit such funds into a court of competent jurisdiction, and recover court costs and reasonable attorney and legal fees; or
 - (c) Deliver written notice to the buyer and seller that unless the title entity receives a copy of a summons and complaint or claim (between buyer and seller), containing the case number of the lawsuit or lawsuits, within 120 days of the title entity's written notice delivered to the parties, title entity shall return the funds to the depositing party. ”

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Title Company of the Rockies, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers"
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:

- o The subject property may be located in a special taxing district.
- o A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
- o Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.

· Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACTIONAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By:


Michael J. Nolan
President

ATTEST:


Marjorie Nemura
Secretary

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;

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





CHICAGO TITLE INSURANCE COMPANY

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

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

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

72C170B

ALTA Commitment for Title Insurance (7-1-21)

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- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
- 7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
- 8. PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
- 9. CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
- 10. CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
- 11. ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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



Anti-Fraud Statement

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

This anti-fraud statement is affixed to and made a part of this policy.

Ms. Melanie Crandall
MtDawwg LLC
3659 County Road 100
Carbondale, CO
melanieccrandall5@gmail.com

27 August 2024

Mr. John Leybourne
Planner III
Garfield County Community Development
108 8th Street, Suite 401
Glenwood Springs, CO 81601

Dear Mr. Leybourne:

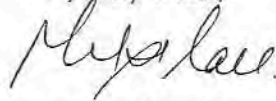
This letter is to certify that I, Melanie Crandall, Manager of MtDawwg LLC, owner of the property located at 3659 County Road 100, Parcel ID# 23913030015, give authorization to Rawley Design Planning and its staff to file a land use application with Garfield County requesting Administrative Review, Contractor's Yard, Small. MtDawwg LLC has retained Rawley Design Planning LLC to represent it in the application for this project.

Their contact information is as follows:

Patrick Rawley, AICP, ASLA
Rawley Design Planning LLC
227 Midland Avenue, Ste. C5
Basalt, CO 81621
T: (970) 306-5669
E: patrick@rawleydesignplan.com

If you should have any questions regarding this matter, please contact me.

Very Truly Yours,



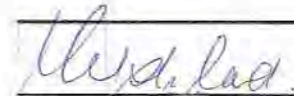
Melanie Crandall
Manager
MtDawwg LLC

THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS. LEGAL ADVICE SHOULD BE OBTAINED IN THE DRAFTING OF ANY LEGAL DOCUMENT.

STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named MtDawwg LLC
2. The type of entity is a:
- | | |
|---|---|
| <input type="checkbox"/> corporation | <input type="checkbox"/> registered limited liability partnership |
| <input type="checkbox"/> nonprofit corporation | <input type="checkbox"/> registered limited liability limited partnership |
| <input checked="" type="checkbox"/> limited liability company | <input type="checkbox"/> limited partnership association |
| <input type="checkbox"/> general partnership | <input type="checkbox"/> government or governmental subdivision or agency |
| <input type="checkbox"/> limited partnership | <input type="checkbox"/> trust |
| <input type="checkbox"/> | |
3. The entity is formed under the laws of the State of Colorado
4. The mailing address for the entity is 999 Valley Rd, Carbondale, CO 81623, US
5. The name position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is Melanie Crandall, Manager, MtDawwg LLC
6. The authority of the foregoing person(s) to bind the entity: is not limited is limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property:
none
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³
9. The Statement of Authority amends and supercedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this 19th day of September, 2024.



Melanie Crandall

Manager

MtDawwg LLC

¹ This form should not be used unless the entity is capable of holding title to real property.

² The absence of any limitation shall be prima facie evidence that no such limitation exists.

³ The statement of authority must be recorded to obtain the benefits of the statute.

State of Colorado)
) ss
County of Eagle)

The foregoing Statement of Authority was acknowledged before me this 19th day of September, 2024 by Melanie Crandall

Witness my hand and official seal.

My commission expires: 11.08.2026 Kelly S.
Notary Public

KELLY MARIA SORTO
Notary Public
State of Colorado
Notary ID # 20224042902
My Commission Expires 11-08-2026

WHEN RECORDED RETURN TO:
Patrick Rawley, AICP, ASLA, Rawley Design Planning LLC
39 Quail Run, Carbondale, CO 81623, patrick@rawleydesignplan.com

Garfield County Land Explorer

| Parcel | Physical Address | Owner | Account Num | Mailing Address |
|--------------|----------------------------------|---|-------------|--|
| 239130300012 | 3669 100 COUNTY RD CARBONDALE | TACKER, KENNETH C | R011536 | 3669 COUNTY ROAD 100 CARBONDALE, CO 81623 |
| 239130300013 | 3655 100 COUNTY RD CARBONDALE | HOLGUIN, MARCELINO | R011398 | 3655 COUNTY ROAD 100 CARBONDALE, CO 81623 |
| 239130300014 | Not available null | | | |
| 239130300015 | 3659 100 COUNTY RD CARBONDALE | MTDAWWG LLC | R011048 | 999 VALLEY ROAD CARBONDALE, CO 81623 |
| 239130300037 | Not available CARBONDALE | JAMES, RICHARD N & MARY F | R083399 | 3973 COUNTY ROAD 100 CARBONDALE, CO 81623 |
| 239131200007 | 15450 82 HWY CARBONDALE | PEAK VIEW PARTNERS LLC | R011285 | 15450 HIGHWAY 82 CARBONDALE, CO 81623 |
| 239131200020 | 15452 82 HWY CARBONDALE | MAISON, JOSEPH & NANCY FAMILY TRUST | R011621 | 15452 HIGHWAY 82 CARBONDALE, CO 81623 |
| 239131200021 | 15524 82 HWY CARBONDALE | TCH INVESTMENTS LLC | R011622 | PO BOX 1472 CARBONDALE, CO 81623 |
| 239131219003 | Not available CARBONDALE | TMED PROPERTIES LLC | R008549 | PO BOX 1088 GYPSUM, CO 81637 |
| 239336100005 | 14913 82 HWY CARBONDALE | RANCH AT ROARING FORK HOMEOWNERS ASSOCIATION INC | R111446 | 14913 HWY 82 CARBONDALE, CO 81623 |

THE UNITED STATES OF AMERICA.

Deer Creek Lands
N.W. 1/4
Certificate No. 144

TO ALL TO WHOM THESE PRESENTS SHALL COME, GREETING:

Whereas, Maria McCarthy of Garfield County, Colorado

has deposited in the General Land Office of the United States a Certificate of the Register of the Land Office at
Glenwood Springs, Colorado whereby it appears that full payment has been made by the said
Maria McCarthy

according to the provisions of the Act of Congress of the 24th of April, 1820, entitled "An act making further pro-
vision for the sale of the Public Lands," and the acts supplemental thereto, for

the Lots numbered four and five of Section thirty, in Township
Seven South, of Range eighty seven West of the Sixth Principal
Meridian in Colorado, containing forty nine and seventy four
hundredths of an acre.

according to the Official Plat of the Survey of the said Lands, returned to the General Land Office by the Surveyor
General, which said Tract has been purchased by the said Maria McCarthy

Now Know Ye, That the United States of America, in consideration of the premises, and in conformity with
the several Acts of Congress in such case made and provided, have given and granted, and by these presents do
give and grant unto the said Maria McCarthy

and to her heirs, the said Tract above described: To Have and to Hold the same, together with all
the rights, privileges, immunities and appurtenances, of whatsoever nature, thereunto belonging, unto the said
Maria McCarthy

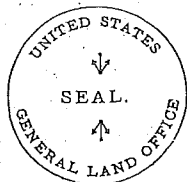
and to her heirs and assigns forever; subject to any vested and accrued water rights for mining, agri-
cultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water
rights as may be recognized and acknowledged by the local customs, laws and decisions of Courts, and also subject
to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found
to penetrate or intersect the premises hereby granted, as provided by law, and there is reserved from the lands
hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

In Testimony Whereof, I, Theodore Roosevelt President of the United States of
America, have caused these letters to be made patent, and the Seal of the General Land Office to be hereunto affixed.

Given under my hand, at the City of Washington, the twelfth
day of May, in the year of our Lord one thousand nine
hundred and sixteen, and of the Independence of the United
States the one hundred and twenty sixth

By the President, T. Roosevelt
By H. M. Keenan Secretary

C. H. Brush Recorder of the General Land Office.



Recorded, Vol. 79 Page 447

Filed for Record the 31 day of March A. D. 1906 at 3 o'clock P. M.

By J. P. Constance Deputu



CERTIFICATION OF MINERAL OWNER RESEARCH

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

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

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

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

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

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

| Name of Mineral Owner | Mailing Address of Mineral Owner |
|---------------------------------------|---|
| Maria McCarthy of Garfiled County, CO | Unknown. A search of Maria McCarthy at the Garfiled County Clerk and Recorder yielded no evidence the mineral interest was transferred. |
| | |
| | |
| | |

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

Daniel A. Rowley

7 October 2024

Applicant’s Signature

Date



Community Development Department

108 8th Street, Suite 401

Glenwood Springs, CO 81601

(970) 945-8212

www.garfield-county.com

PRE-APPLICATION CONFERENCE SUMMARY

TAX PARCEL NUMBER: 239130300015

DATE: 5/15/2024

PROJECT: Small Contractors Yard

OWNERS: MtDawwg LLC. Mellanie and David Crandall

CONTACT/REPRESENTATIVE:

PRACTICAL LOCATION: East of the Town of Carbondale and North of Hwy 82

TYPE OF APPLICATION: Administrative Review Contractor's Yard, Small

ZONING: Rural

COMPREHENSIVE PLAN: Carbondale Area of influence, Garfield County Res MH

I. GENERAL PROJECT DESCRIPTION

Garfield County's Land Use and Development Code can be found here: <https://www.garfield-county.com/community-development/land-use-code/> Submittal requirements can be found in *Table 4-201* and are further detailed in *Section 4-203*. The following is a summary of representations from the preapplication conference and sections of the code that may be applicable to the application. This is not exhaustive and does not constitute a binding agreement with the county. A list of general submittal requirements and flowcharts of the review process follow this section.

The proposed yard is North of the HWY 82 corridor, North of an existing contractor's yard and south of a large solar facility.

The applicant wants to develop the parcel with a landscaping company yard. A modular home currently exists on the site and will be replaced with a new modular to use for employee housing. The site is served by an individual well (existing) and a spring and onsite wastewater treatment system. Sites not served by central water services are required to show legal, physical, and adequate water supply.

This requires well permits, 4-hour pump tests, and water quality tests. *Section 4-203.M* contains the details for what is required for water supply plans for both central services connections and wells.

Similar requirements are found in *Section 4-203.N* for wastewater systems. If the development will be served by an OWTS, then generally a percolation test at minimum is required. This should be accompanied by a report indicating the site is adequate for the appropriate sized system.

Access for the site would be taken from Catherine Store Road and crosses several other parcels through a shared driveway. Maintenance and easements agreements for this access will need to be provided. The application will need to show legal access to the site as well as compliance with standards found in *Section 7-107*

The applicants has represented that the use of their site is primarily for storage of equipment and materials and for work crews to load up prior to driving to worksites. The primary activity seems to be the delivery, storage, and distribution of equipment and supplies for an individual business, staff believes that, based on the current representations, a Contractor's Yard is the best category for the use. Contractor's Yards are divided into two categories, Large and Small, based on whether the acreage of the yard is greater or less than 5 acres. The contractor's yards definitions allow for the acreage to be determined by drawing a rectangle around the site and measuring its acreage.

Small Contractor's Yards are reviewed through the Administrative Review process while Large are reviewed as Major Impact Review applications. Representations made at the time of the preapplication conference suggest this site would be less than 5 acres, though the total parcel is 5 acres. Based on submitted site plans, this determination may change at the time of application. Submittal requirements are the same for both processes. The Community Development Director may request that the BOCC hear the application due to its complexity and anticipated impacts of the application. If the decision is called up to the BOCC, the application will still be processed as an Administrative Review Application and notice requirements will be that as well.

Contractor's Yards are industrial uses and need to meet the standards found in *Section 7-1001*. This includes 100 foot setbacks from Residential Zoned lots, which include the Rural Zone district.

The application will need to include a site plan that fulfills the requirements of *Section 4-203.D*. This site plan should allow staff and referral agencies to determine adequate access and compliance with standards. An Impact Analysis (*Section 4-203.G*) should provide precise responses to that section. The application will need to provide adequate traffic information to fulfill the Traffic Study requirement (*Section 4.2-3.L*). The application should also provide narrative responses to Article 7, Divisions 1-3 and Section 7-1001. In this section, the application should address fire safety and hazardous chemical storage, as appropriate.

The application should clearly address any Waiver of Standards or Submittal requirements being applied for and address those code sections as appropriate.

If the owner is going to be represented by someone else, the application will need to include a Letter of Authorization naming who is authorized to submit the application on the owner's behalf. If the owner is an LLC or similar organization, a Statement of Authority that has been recorded will need to identify the manager authorized to encumber the organization.

The application will need to include proof of ownership. The application will need to identify all owners of record of property within 200 feet of the parcel's boundaries. Mineral Rights owners of the

property will also need to be identified. Mailing addresses for all these entities is required so that notice can be mailed after the application is deemed Technically Complete.

II. COMPREHENSIVE PLAN

Due to its location within the Urban Growth Area of Carbondale, staff will coordinate with the Town and use its comprehensive plan during the review.

III. REGULATORY PROVISIONS APPLICANT IS REQUIRED TO ADDRESS

The following Sections of the Garfield Land Use and Development Code as amended apply to the Application:

- *Section 4-103 Administrative Review and Section 4-101 Common Review Procedures*
- *Table 4-201 Submission Requirements and Section 4-203 Description of Submittal Requirements.*
- *Section 4-118 and Section 4-202, as applicable.*
- *Article 7 Standards , as applicable*
- *Section 7-1001*

IV. SUBMITTAL REQUIREMENTS

As a convenience outlined below is a list of information typically required for this type of application. Table 4-201 outlines the specific application submittal criteria. The following list can function as a checklist for your submittal.

- General Application Materials including the Application Form (signed), payment of Fees and signed Payment Agreement Form (see attached).
 - A narrative describing the request and related information.
 - Proof of ownership.
 - Title Commitment.
 - A Statement of Authority is required if the property is owned by an LLC or similar entity.
 - A Letter of Authorization is required if an owner intends to have a representative complete the Application and processing.
 - Names and mailing addresses of property owners within 200 ft. of the subject property from Assessor's Office Records.
 - Mineral rights ownership for the subject property including mailing address and/or statement on mineral rights research (see attached).
 - Copy of the Preapplication Summary needs to be submitted with the Application.
- Vicinity Map.
- Site Plan.
- Grading and Drainage Plan.
- Landscape Plan.
- Impact Analysis.

- ❑ Development agreement, if applicable.
- ❑ Improvement agreement, if applicable.
- ❑ Traffic Study.
- ❑ Water Supply/Distribution Plan.
- ❑ Wastewater Management/Treatment Plan.
- ❑ Affordable Housing Plan, if applicable.
- ❑ The Application should demonstrate compliance with Article 7 Standards, as applicable.
- ❑ The Application should include a waiver request from submittals, as applicable.
- ❑ The Application should include any waivers from Article 7 Standards that the applicant wishes to pursue

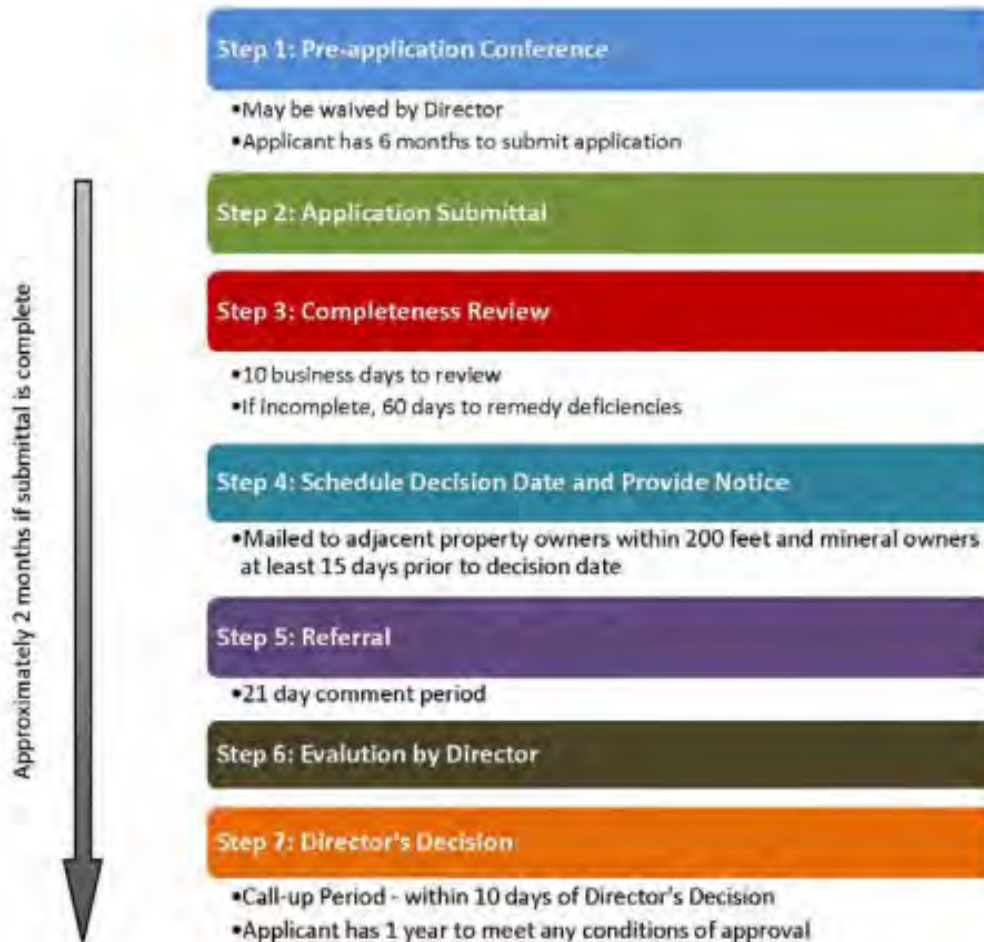
Three hard copies and one digital copy (on a USB drive, for example) of the application are required. Both versions should be split into individual sections.

Community Development Staff is available to meet with the Applicant to provide additional information and clarification on any of the submittal requirements and waiver requests.

V. REVIEW PROCESS



Administrative Review Process
(Section 4-103)



Call-Up for review by the Board in accordance with the procedures and review process contained in Section 4-112.

Staff will review the application for completeness, and when complete, refer it to appropriate agencies for technical review. Staff will create a report to be submitted to the Director for their decision.

Public Hearing(s): No Public Hearing, Directors Decision (with notice per code)

- Planning Commission
- Board of County Commissioners
- Board of Adjustment

Referral Agencies: May include but is not limited to: Garfield County Surveyor, Garfield County Attorney, Garfield County Building Department, Garfield Road and Bridge, Garfield County Consulting Engineer, Homeowners Association, Fire District .

VI. APPLICATION REVIEW FEES

Planning Review Fees: \$250
 Referral Agency Fees: \$na
 Total Deposit: \$250(additional hours are billed at hourly rate of \$40.50)

VII. GENERAL APPLICATION PROCESSING

The foregoing summary is advisory in nature only and is not binding on the County. The summary is based on current zoning, which is subject to change in the future, and upon factual representations that may or may not be accurate. This summary does not create a legal or vested right. The summary is valid for a six-month period, after which an update should be requested. The Applicant is advised that the Application submittal once accepted by the County becomes public information and will be available (including electronically) for review by the public. Proprietary information can be redacted from documents prior to submittal.

Pre-application Summary Prepared by:



5/15/2024

John Leybourne, Planner III

Date

Ms. Melanie Crandall
MtDawwg LLC
3659 County Road 100
Carbondale, CO
melanieccrandall5@gmail.com

27 August 2024

Mr. John Leybourne
Planner III
Garfield County Community Development
108 8th Street, Suite 401
Glenwood Springs, CO 81601

Dear Mr. Leybourne:

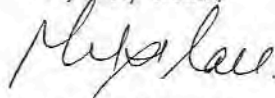
This letter is to certify that I, Melanie Crandall, Manager of MtDawwg LLC, owner of the property located at 3659 County Road 100, Parcel ID# 23913030015, give authorization to Rawley Design Planning and its staff to file a land use application with Garfield County requesting Administrative Review, Contractor's Yard, Small. MtDawwg LLC has retained Rawley Design Planning LLC to represent it in the application for this project.

Their contact information is as follows:

Patrick Rawley, AICP, ASLA
Rawley Design Planning LLC
227 Midland Avenue, Ste. C5
Basalt, CO 81621
T: (970) 306-5669
E: patrick@rawleydesignplan.com

If you should have any questions regarding this matter, please contact me.

Very Truly Yours,



Melanie Crandall
Manager
MtDawwg LLC

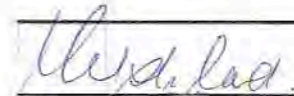
THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS. LEGAL ADVICE SHOULD BE OBTAINED IN THE DRAFTING OF ANY LEGAL DOCUMENT.

STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named MtDawwg LLC
2. The type of entity is a:
 corporation
 nonprofit corporation
 limited liability company
 general partnership
 limited partnership

 registered limited liability partnership
 registered limited liability limited partnership
 limited partnership association
 government or governmental subdivision or agency
 trust
3. The entity is formed under the laws of the State of Colorado
4. The mailing address for the entity is 999 Valley Rd, Carbondale, CO 81623, US
5. The name position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is Melanie Crandall, Manager, MtDawwg LLC
6. The authority of the foregoing person(s) to bind the entity: is not limited is limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property:
none
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.³
9. The Statement of Authority amends and supercedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this 19th day of September, 2024.



Melanie Crandall

Manager

MtDawwg LLC

¹ This form should not be used unless the entity is capable of holding title to real property.

² The absence of any limitation shall be prima facie evidence that no such limitation exists.

³ The statement of authority must be recorded to obtain the benefits of the statute.

State of Colorado)
) ss
County of Eagle)

The foregoing Statement of Authority was acknowledged before me this 19th day of September, 2024 by Melanie Crandall

Witness my hand and official seal.

My commission expires: 11.08.2026

Kelly
Notary Public

KELLY MARIA SORTO
Notary Public
State of Colorado
Notary ID # 20224042902
My Commission Expires 11-08-2026

WHEN RECORDED RETURN TO:

Patrick Rawley, AICP, ASLA, Rawley Design Planning LLC
39 Quail Run, Carbondale, CO 81623, patrick@rawleydesignplan.com



11 November 2024

Mr. Philip Berry, AICP
Planner III
Garfield County Community Development
108 8th Street, Suite 401
Glenwood Springs, CO 81601

Provided Via Electronic Mail: pberry@garfield-county.com

RE: Response to Deficiency Letter – MtDawwg LLC / Administrative Review Land Use Change Permit for Small Contractor’s Yard

Dear Philip:

In connection with your letter dated 25 October 2024 outlining certain deficiencies of the land use application for Administrative Review Land Use Change Permit for a Small Contractors Yard submitted on behalf of MtDawwg LLC, please find the following responses:

1. *The application’s narrative needs to better explain the proposed contractor’s yard uses. It should address how often and for what duration will employees be onsite, types of equipment and materials that will be stored, and what operations will occur. This information will be used to review other topics such as water supply and wastewater management.*

Attached is an updated Project Overview and Code Response that better explains the proposed contractor’s yard’s use as a “base of operations” in support of landscape contracting projects that occur throughout the Roaring Fork Valley. Included in the updated narrative is information detailing how the yard will be used to assemble the crews in the morning to gather necessary equipment and materials that may be stored at the yard and how the equipment and materials will be returned to the yard at the end of the workday.

2. *The wastewater management plan should address whether any wastewater systems, including vault-and-haul, will be used for the employees who use the contractor’s yard.*

The wastewater management plan has been clarified to explain that only a porta-potty will be provided at the yard for use in the morning and evening by landscape crews.

- 3. The water supply plan needs to more directly address what water will be provided at the contractor's yard and the legal/physical water supplies that will be used to meet those requirements. This includes potable water for any onsite workers.*

The water supply plan has been updated to clarify that ditch water will be utilized at the storage yard to water sensitive plant materials, as necessary. No potable water will be provided at the yard.

- 4. The well permit has not been updated to the current owners. While not required for technical completeness, an updated permit or similar document may be required as a condition of approval.*

The well permit had been previously updated to the current owners. The *Change of Owner Name/Contact Information for Well Permits* has now been included. The original permit was initially only provided with the application as only the original permit contains specific information on the conditions of the well.

- 5. An updated title commitment that shows the current property ownership needs to be provided.*

An updated TDB title commitment showing the current property ownership has been included.

- 6. A recorded statement of authority is required.*

The recorded statement of authority has been included.

- 7. The applicant must contact the Garfield County Assessor's Office directly for the name and mailing address of the property owner of parcel # 239130300014.*

The owner of parcel # 239130300014 is Anna M. White. Ms. White's address is 205 NW Yukon Trail, Bentonville, AR 72712.

- 8. Further information on the research completed to comply with the mineral notice memo is required. Please explain what research was done.*


The updated narrative provides additional information on the research performed in connection with the attempt to meet the mineral estate notification requirements. These efforts included review of the title commitment, research at the Garfield County Clerk and Recorder, conversations with the Garfield County Assessor's office, a search of the Bureau of Land Management's General Land Office Records, and a search of the State of Colorado's Archives for probate records. Following this work, no additional information could be found on the current holder of the mineral rights.

Response to Deficiency Letter - MtDawwg LLC / Administrative Review Land Use Change Permit for
Small Contractor's Yard
11 November 2024

Page | 3

We trust that these materials will be sufficient to have the application deemed completed. If additional information is required, please do not hesitate to contact us.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Patrick S. Rawley". The signature is fluid and cursive, with a large initial "P" and "R".

Patrick S. Rawley, AICP, ASLA
RAWLEY DESIGN PLANNING LLC

ATTACHMENTS

LAND USE APPLICATION

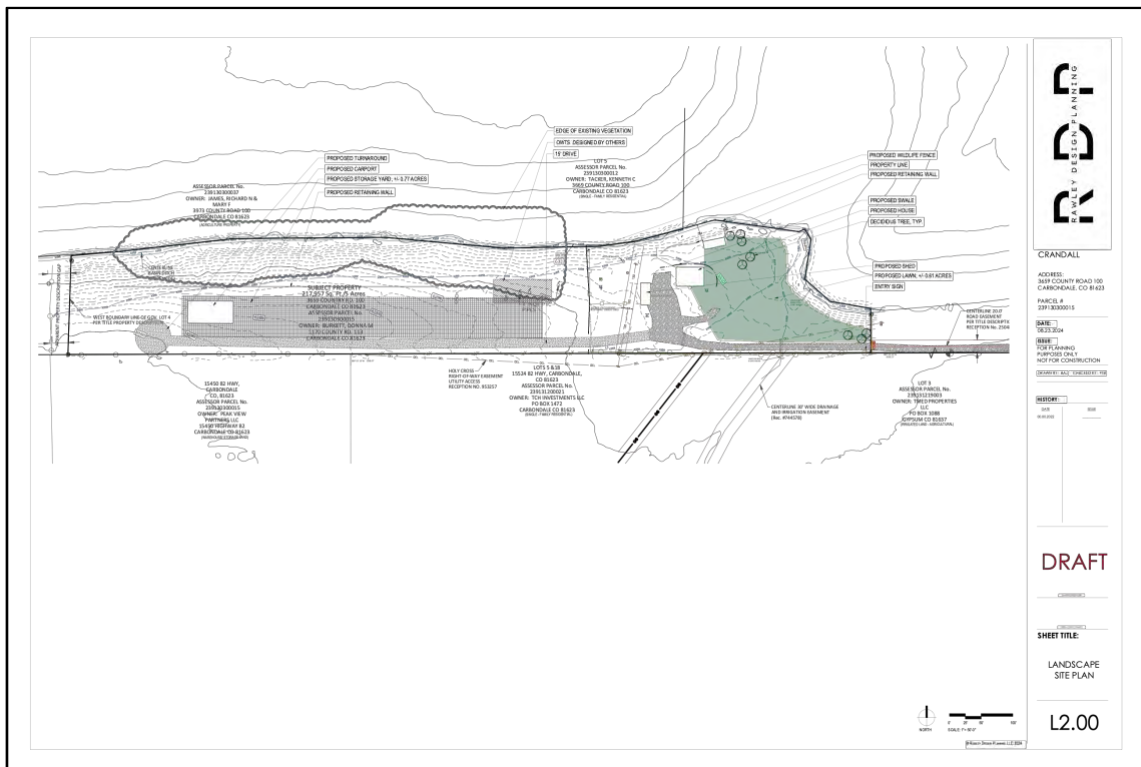
MtDawwg LLC

3659 County Road 100

Carbondale, CO 81623

PID: 239130300015

7 OCTOBER 2024 (updated 6 November 2024)



An application for Administrative Review Contractor's Yard, Small

Represented by:



RAWLEY DESIGN PLANNING LLC
LAND USE PLANNING + LANDSCAPE ARCHITECTURE
39 QUAIL RUN CARBONDALE CO 81623 | WWW.RAWLEYDESIGNPLAN.COM | 970.306.5669

TABLE OF CONTENTS

- Project Overview and Code Response
- Attachment 1 - Vicinity Map and Parcel Description
- Attachment 2 – Improvement Survey Plat with Partial Topography
- Attachment 3 – Site and Landscape Plan
- Attachment 4 – Onsite Wastewater Treatment System Inspection Report
- Attachment 5 – Well Permit and Water Rights for Ditch and Onsite Spring
- Attachment 6 – Existing Easements
- Attachment 7 - Proof of Ownership
- Attachment 8 - Letter of Authorization
- Attachment 9 – Statement of Authority
- Attachment 10 - Adjacent Property Owners within 200 feet and Mineral Rights
- Attachment 11 - Pre-application Conference Summary

Project Overview

MtDawwg LLC (the “Applicant”) submits this land use application for the Administrative Review for a “Contractor’s Yard, Small.” The parcel is located at 3659 County Road 100, PID#: 239130300015 (the “Property”). This application is submitted in conformance with the Pre-application Conference Summary with the Garfield County Community Development Department, dated 15 May 2024.

Property Background

The Property is located in the Rural (R) zone district of Garfield County and consists of 5 acres (217,957 SF). The Property is located east of the Town of Carbondale and north of Highway 82. It is not part of any subdivision. One (1) dilapidated residential building currently exists on the Property which the Applicant proposes replacing. There is a parking area to the southeast of the residential building. The Property is currently used for storage of equipment and materials and for work crews to prepare prior to driving to worksites. Based on this existing use, Garfield County staff believe that a “Contractor’s Yard” is the best use category to be applied.

Existing Site Features

The Property is located at the toe of a slope with the majority of the site being relatively flat. Existing vegetation is primarily located along the northern boundary of the Property. The northern portion of the Property does contain areas of slope but all proposed activities will be below this area. The Basin Ditch runs along the northern border of the Property. There is an existing well (Well Permit Number 183186) providing water for domestic uses. A spring and cistern also provide water to the Property. The Right to the Use of Water was granted to the Property in 1959. The Property also has ditch rights from the Basin Ditch. An existing and functioning Onsite Wastewater Treatment System (OWTS) is also located on the Property. This OWTS was inspected and approved in 2013.

Access to the Property will continue to be taken from Catherine Store Road. The existing driveway crosses several adjacent parcels which also use this driveway for access. The driveway is provided for by a Road Easement recorded at Reception No. 250487 and 250473. Contiguous uses consist of agricultural and grazing, residential, and warehouse and storage.

Proposed Development and Use

The Applicant proposes to develop portions of the Property as a landscaping company yard (approximately .77 acres) (the “Yard”) with residential uses on the eastern portion of the Property (approximately .61 acres). The existing dilapidated residence will be replaced with a new modular to be used for employee housing. The proposed yard is north of the Highway 82 corridor, north of an existing contractor’s yard and south of a large solar facility.

Proposed uses will generally involve up to seven (7) person crews arriving at the Yard between 7am and 9 am to assemble. Crews will gather required tools and equipment and pickup landscape materials that may have temporarily been stored at the Yard, such as mulch and other bulk materials. Generally, the Applicant has landscape materials delivered directly to the job site so storage will largely be intermittent.

Equipment storage at the Yard may include a dump truck, up to three (3) pickup trucks, and a box truck. A temporary hoop-style green house may be erected to protect sensitive plant material, as needed. A porta potty will be provided for the work crews' use. Permanent bathroom facilities are not proposed. As such, permanent wastewater systems, including vault-and-haul facilities, will not be required.

Following assembly and gathering of any required materials and equipment, an activity that normally takes less than an hour, the crews will depart the Yard to the work site. Some parking may occur at the Yard but crews are urged to carpool and/or go directly to job sites. During the day, the Yard will largely remain inactive.

Crews will arrive back at the Yard between 5pm and 7pm to return any equipment to be stored on the Property and to return equipment and work vehicles, if necessary. Activity in the evening will likely be completed within 30 minutes.

Potable water will not be provided to the Yard. Ditch water will be utilized to water plant materials that is temporarily stored at the Yard. The ditch water will also be utilized for dust suppression, if necessary.

Mineral Estate Owner Notification

Utilizing the TBD title commitment order number 7003120-C, issued by Title Company of the Rockies, dated 5 November 2024, Schedule B, Part II, exception #8, provides:

Right of the Proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, and right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded April 15, 1904 in Book 56 at Page 541 as Reception No. 31780.

Book 56 at Page 571, Reception No. 31780, provides a patent document issued to Maria McCarthy of Garfield County. A search at the Garfield County Clerk and Recorder provides no record that Ms. McCarthy transferred the mineral estate interest conferred by this patent document. A search of the Bureau of Land Management's General Land Office Records was conducted based on the land description of the Property. This search resulted only in the same patent document issued to Ms. McCarthy.

It is possible that the mineral estate interest was part of Ms. McCarthy's estate when she passed. A search of the State of Colorado Archives provides no probate records for Ms. McCarthy.

The Applicant has attempted, in good faith, to comply with the mineral notice requirements to the best of their ability but it appears no successors or assigns can be located for the mineral estate interest conferred by the original patent document.

Land Use Code Response

4-101. COMMON REVIEW PROCEDURES.

A. Pre-Application Conference.

All Land Use Change applications shall begin with a pre-application conference between the Applicant and the Director unless otherwise provided in the specific application section.

A pre-application conference was conducted on 15 May 2024.

B. Determination of Application Completeness Review.

- 1. Director Review. The Director shall determine whether the application is complete based on compliance with the submittal requirements for the applicable review process.**

The Applicant will work with Community Development staff to ensure all required elements of the land use application have been provided. The Applicant believe this application to be substantially complete.

C. Review by Referral Agency.

- 1. Any Land Use Change application shall be referred to the appropriate local, State, or Federal agencies or departments for review. The list of reviewing agencies for any individual application shall be determined by the Director unless specific agencies or departments are required by State statute.**
- 2. A referral agency may impose a fee for the review of a proposed development. The Director will disclose an estimated range of any potential referral agency fees in the pre-application conference summary. This estimate is nonbinding.**
- 3. The comment period for referral agency review shall be 21 calendar days from the date that the complete application and sufficient copies are delivered to the County by the Applicant. Responses not received by the County in a timely manner may not be evaluated in the Director's review of the application. At the discretion of the decision-making body, a lack of timely response may be interpreted as no comment.**

The Applicant understands that this application will be referred to appropriate local, State, or Federal agencies for review. The Applicant also understands that additional fees for review may be required.

D. Evaluation by Director/Staff Review.

- 1. The Director shall review the Land Use Change application to determine if the proposal satisfies the applicable standards of this Code and any review criteria identified in the specific procedure.**
- 2. The Director may authorize all or a portion of the review of a Land Use Change application to be performed by an outside consultant. This work shall be subject to the County Procurement Code. The cost of the consultant review shall be the responsibility of the Applicant and shall be paid pursuant to section 4-203.B.3., Fees. The Director**

will disclose an estimated range of any potential outside consultant fees in the preapplication conference summary. This estimate is nonbinding.

- 3. *The Director shall prepare a staff report discussing whether the standards have been satisfied; identifying issues raised through staff and referral review; outlining mitigation requirements; recommending conditions for approval to ensure that standards are satisfied; and requesting additional information pertinent to review of the application.***

The Applicant understands that the application will be reviewed by Staff to ensure that all applicable standards of the Land Use Code and review criteria have been considered. The Applicant looks forward to reviewing the staff report that will identify issues, mitigation requirements, conditions of approval, as well as may request additional information be provided.

- E. *Notice of Public Hearing. When a Public Hearing is required, notice shall be provided. The type of notice required is identified in Table 4-102, Common Review Procedures and Required Notice.***

The Applicant will follow applicable public notice requirements as directed by County staff. Names and mailing addresses of adjacent property owners and mineral owners have been provided as part of this land use application.

- F. *Review and Recommendation. The recommending body shall recommend approval, approval with conditions, or denial of the application based on the following:***

- 1. *Recommendation of Approval. If the application satisfies all of the applicable requirements of this Code, the recommending body shall recommend the application be approved. The recommending body may recommend approval with conditions determined necessary for compliance with the applicable requirements.***
- 2. *Recommendation of Denial. If the application fails to satisfy any 1 of the applicable requirements and compliance cannot be achieved through conditions of approval, the recommending body shall recommend that the application be denied.***

The Applicant anticipates the review of this land use application will be through an Administrative Review process.

- G. *Decision. The Decision-Making Body shall approve, approve with conditions, or deny the application based on the following:***

- 1. *Approval of Application. If the application satisfies all of the applicable requirements of this Code, the application shall be approved. The application may be approved with conditions determined necessary for compliance with applicable requirements.***
- 2. *Denial of Application. If the application fails to satisfy any 1 of the applicable requirements, and compliance cannot be achieved through conditions of approval, the application shall be denied.***

The Applicant anticipates the review of this land use application will be through an Administrative Review process.

4-103. ADMINISTRATIVE REVIEW.

A. Overview.

Applications subject to Administrative Review shall be reviewed and decided by the Director.

B. Review Process.

Applications for Administrative Review shall be processed according to Table 4-102, Common Review Procedures and Required Notice, with the following modifications:

- 1. Pre-Application Conference.** *This requirement may be waived by the Director.*

A pre-application conference was conducted on 15 May 2024.

- 2. Determination of Completeness.** *Once the application is deemed technically complete, the Director will send a letter to the Applicant that indicates:*
 - a.** *The additional number of copies to be delivered to the County;*
 - b.** *The date that the Director will render a decision or, if the Director decides to refer the application to the BOCC, the date that the BOCC will hear the Application; and*
 - c.** *The notice form that the Applicant is required to mail to the Adjacent Property Owners and mineral estate owners and lessees.*

The Applicant will follow the requirements set forth in the letter from the Director, including delivering the appropriate number of copies to the County and mailing of the notice form.

- 3. Notice.** *The Applicant shall mail notice pursuant to section 4-101.E.b.(2), - (4)., at least 15 days prior to the date of the Director's decision and shall provide proof of adequate notice prior to any decision. The notice shall include a Vicinity Map, the property's legal description, a short narrative describing the current zoning and proposed Land Use Change, the contact information for the Community Development Department and the date that the Director will make a decision.*

The Applicant will mail adequate notice at least 15 days prior to the date of the Director's decision. Proof of notice will be provided.

- 4. Decision.**
 - a. Director Decision.** *If the Director decides the application, the Director will inform the Applicant and the BOCC of the approval, conditions of approval, or basis for denial, in writing within 10 days of the date of decision.*
 - b. BOCC Decision.** *If the application is referred to the BOCC for a decision, the BOCC will memorialize their decision of approval, conditions of approval or basis for denial in the form of a Resolution.*
- 5. Call-Up to the BOCC.** *The Director's decision is subject to section 4-112, Call-Up to the BOCC.*

The Applicant understands and accepts the required review process, as well as possible call-up before the BOCC.

C. Review Criteria.

An application shall comply with the applicable standards of this Code.

The Applicant believes that this application complies with the requirements of this Code. If deficiencies are noted by staff, the Applicant will immediately address these deficiencies.

4-118. WAIVER OF STANDARDS.

A. Overview.

This section allows an Applicant to request a waiver of standards in Article 7 as part of Land Use Change Permit process. A request for a waiver from a specific Article 7 standard for a By Right Use as identified in Table 3-403 shall be processed as an Administrative Review Land Use Change Permit (Section 4-103).

B. Review Process.

A request for waiver of standards shall be processed according to Table 4-102, Common Review Procedures and Required Notice, with the following modifications:

- 1. An Applicant applying for a waiver shall present and justify the waiver request as part of the application. Failure to make a timely request for a waiver may result in a staff recommendation to the Decision-Making Body that the request should be denied. Final approval of any proposed waiver shall be the responsibility of the Decision-Making Body of the Land Use Change application.*
- 2. An approved waiver shall apply only to the specific site for which it is requested and shall not establish a precedent for approval of other requests.*

C. Review Criteria.

A waiver may be approved if the Applicant demonstrates that the following criteria have been met by the proposed alternative:

- 1. It achieves the intent of the subject standard to the same or better degree than the subject standard; and 2. It imposes no greater impacts on adjacent properties than would occur through compliance with the specific requirements of this Code.*

The Applicant requests a waiver from submitting a Stormwater Management Plan (SWMP). Pursuant to email communications with Mike Prado, Water Quality Program Support Specialist, “based on the location this does not appear to be a CDOT project.”

4-201. APPLICATION MATERIALS.

A. Required Submissions.

This Division identifies the application materials required by this Code, including some submittal materials required for Article, 5, Divisions of Land.

B. Additional Submissions.

The required application materials are identified below in Table 4-201. In addition, the Director, in his or her discretion, may request any additional information necessary to adequately review an application and to determine compliance with the standards of this Code.

The Applicant submits this application for Administrative Review. This application includes the required General Application Materials including:

- Vicinity Map;
- Grading and Drainage Report (as Contained in the Landscape Site Plan);
- Landscape Site Plan;
- Response to Impact Analysis criteria; and
- Responses to Traffic Study criteria.

4-202. WAIVER OF SUBMISSION REQUIREMENTS.

A. Overview.

The Director may waive or alter any of these requirements if they are determined to be inappropriate or unnecessary in determining whether the application satisfies applicable standards. A waiver shall apply only to the specific application for which it was requested and shall not establish a precedent for approval of other requests.

The Applicant requests a waiver from submitting a Stormwater Management Plan (SWMP). Pursuant to email communications with Mike Prado, Water Quality Program Support Specialist, “based on the location this does not appear to be a CDOT project.”

4-203.D Site Plan.

Site Plans shall be scaled at 1-inch to 200 feet for properties exceeding 16 acres in size, or 1 inch to 100 feet for properties less than 16 acres in size. The Director may require, or the Applicant may choose to submit, a more detailed version of all or part of the Site Plan. The Site Plan shall include the following elements:

- 1. Legal description of the subject parcel;*
- 2. Boundary lines, corner pins, and dimensions of the subject site for the proposed Land Use Change Permit, including land survey data to identify the subject site with section corners, distance, and bearing to corners, quarter corners, township, and range;*
- 3. Existing and proposed topographic contours at vertical intervals sufficient to show the topography affecting the development and storm drainage;*
- 4. Significant on-site features including natural and artificial drainage ways, Wetland areas, ditches, hydrologic features, and aquatic habitat; geologic features and hazards including Slopes, alluvial fans, areas of subsidence, rock outcrops and rockfall areas, radiological and seismic Hazard Areas, soil types, and landslide areas; vegetative*

- cover; dams, reservoirs, excavations, and mines; and any other off-site features of the same type that influence the development;*
- 5. Existing and proposed parking areas, driveways, emergency turn-outs and emergency turnarounds, sidewalks, and paths, shown by location and dimension;*
 - 6. Existing and proposed roads, railroad tracks, irrigation ditches, fences, and utility lines on or adjacent to the parcel, shown by location and dimension;*
 - 7. Users and grantees of all existing and proposed easements and rights-of-way on or adjacent to the parcel, shown by location and dimension;*
 - 8. Area of the individual parcels, and the total square feet of existing buildings, driveways, and parking area;*
 - 9. Zone district in which the site is located;*
 - 10. Location and dimension of all structures, existing and proposed, and distance of structures from property lines;*
 - 11. Elevation drawings showing existing grade, Finished Grade, and height of the proposed structures above existing grade;*
 - 12. Location and size of leach field, sewer service lines, and treatment facilities to serve the proposed use;*
 - 13. The source and capacity of the water supply, including location and size of well(s) and/or water lines to serve the proposed use; and*
 - 14. Location and size of signs for the purpose of identification, advertising, and traffic control.*

A Site Plan containing these elements has been made a part of this application.

E. Grading and Drainage Plan.

The Grading and Drainage Plan shall include the following elements:

- 1. Site Map. A Site Map showing locations of any existing structures, Waterbodies or hydrologic features on the site, including intermittent water features, Wetlands, and the 100-year Floodplain boundaries.*

An Improvement Survey Plat with Partial Topography prepared by Sopris Engineering, dated 12 December 2023 showing the above features, as applicable, has been made a part of this application.

- 2. Drainage Structures.**

- a. Locations of existing and proposed drainage structures or natural drainage features affecting site drainage on the parcel and within 10 feet adjacent to the site boundary, including street gutters, storm sewers, drainage channels, and other water conveyance structures; and Wetlands or other Waterbodies receiving storm Runoff from the site.*

The Improvement Survey Plat with Partial Topography prepared by Sopris Engineering, dated 12 December 2023, shows some of the above

features. Significant drainage structures are not anticipated to be required or provided. Features like street gutters, storm sewers, drainage channels, and other water conveyance structures, other than what already exists, will not be required for the Small Contractor's Yard. To the best of the Applicant's knowledge, there are no wetlands or other waterbodies receiving storm runoff from the site.

b. Preliminary engineering design and construction features for drainage structures to be constructed.

As no drainage significant structures are anticipated to be required, no preliminary engineering design and construction features can be provided.

- 3. Topography. Existing topography at reasonable contour intervals to provide necessary detail of the site. The map should extend a minimum of 10 feet beyond the property line and show the location of the property line.***

The Improvement Survey Plat with Partial Topography prepared by Sopris Engineering, dated 12 December 2023, provides topography.

- 4. Grading Plan. A grading plan showing the proposed topography at reasonable contour intervals that provides necessary detail of the site. The plan shall show elevations, dimensions, location, extent, and Slope of all proposed clearing, and Grading including building site and driveway grades.***

Significant grading of the site is not anticipated and existing grades will be maintained to the maximum extent possible. A retaining wall may be incorporated at a later date at the base of the topography along the northern property boundary. An indication of this retaining wall has been provided on the Landscape Site Plan.

- 5. Soil Stockpile and Snow Storage Areas. Probable locations of soil stockpiles and snow storage areas.***

Areas of stockpiles will be located within the hatched area of the Small Contractor's Yard as shown on the Site Plan. Snow will be plowed off of the access drive and within the areas of the small contractor's yard, as necessary. Large areas for snow storage are not anticipated to be needed.

- 6. Drainage Plan. Proposed drainage plan.***

Significant modifications to the drainage of the Property are not anticipated. Existing grades and areas of drainage, if present, will be maintained as is. All drainage will be routed to a vegetated area on the Property.

- 7. Equipment Storage Areas. Location of storage areas designated for equipment, fuel, lubricants, chemical, and waste storage with an explanation of spill containment structures.***

Equipment, fuel, lubricants, chemicals, and waste storage will all occur within the area designated as the proposed carport on the Landscape Site Plan. Appropriate measures will be in place to ensure that spills are contained and properly disposed of, in accordance with local and state requirements.

- 8. Temporary Roads. Location of temporary roads designed for use during the construction period.***

It is not anticipated that temporary roads will be required during construction. The main access road will serve both construction and operational traffic.

- 9. Areas of Steep Slope. Areas with Slope of 20% or greater shall be identified by location and percentage of Slope, both for the existing site conditions and within the developed area.***

Areas of steep slope are confined to the unused portion of the Property along the northern boundary. The area of storage yard activity will be located only within areas of gentle slope, as indicated on the Landscape Site Plan.

- 10. Construction Schedule. Construction schedule indicating the anticipated starting and completion time periods of the site Grading and/or construction sequence, including the installation and removal of erosion and sediment control measures, and the estimated duration of exposure of each area prior to the completion of temporary erosion and sediment control measures.***

The anticipated construction schedule is anticipated to take two (2) to four (4) months and occur in one phase. Owing to the limited nature of the proposed structures, construction of the proposed carport will occur immediately following final grading of the driveway and yard. Temporary erosion and sediment control measures will be installed immediately in

conjunction with earth-moving activities and will be removed following the cessation of earth-moving activities.

11. Permanent Stabilization. A brief description of how the site will be stabilized after construction is completed.

If deemed necessary, the only permanent stabilization will be the installation of the retaining wall at the toe of the slope descending from the northern property boundary. No other permanent stabilization activities are anticipated at this time.

12. Erosion Control Measures. Plan view drawings of all erosion and sediment control measures showing approximate locations and site drainage patterns for construction phases and final design elements. Text may be necessary to accompany and explain the drawings. Typical erosion control measures should be depicted using standard map symbols.

Coir logs will be placed along the downgrade perimeter of the area of grading activities, which is anticipated to be along the hatched area of the proposed storage yard.

13. Estimated Cost. Estimated total cost, including installation and maintenance, of the required temporary soil erosion and sediment control measures.

The estimated cost of all temporary soil erosion and sediment control measures is less than \$10,000.00.

14. Calculations. Any calculations made for determining rainfall, Runoff, sizing any sediment basins, diversions, conveyance, or detention/retention facilities.

No calculations have been made to determine rainfall and runoff nor sizing of basins, diversions, conveyance, or detention facilities as none are anticipated to be required. All stormwater mitigation will be handled by grading the storage yard to drain into a swale, keeping all stormwater treatment onsite.

15. Neighboring Areas. A description of neighboring areas with regard to land use and existing pertinent features such as lakes, streams, structures, roads, etc.

The Landscape Site Plan has provided a description of all neighboring property uses. To the extent they exist, all lakes, streams, ditches, structures, roads, etc. have also been shown.

16. Stormwater Management. A description of the stormwater management planning concept for the site, including both structural and nonstructural best management practices.

Stormwater management will be performed entirely on-site. No structural facilities are anticipated. In the event of a storm event, the storage yard will be graded to ensure that water drains to the north of the Property into a swale where it will be allowed to infiltrate into the soil. Stormwater runoff from the proposed structure will be captured in downspouts and similarly directed to vegetated areas to allow infiltration. Large areas of impervious areas are not planned.

17. Stormwater Management Plan. Copy of the stormwater management plan application to CDPHE with date of submittal.

Pursuant to email communications with Mike Prado, Water Quality Program Support Specialist, "Based on the location this does not appear to be a CDOT project." The Applicant is requesting that the Stormwater Management Plan requirements be waived.

18. Reclamation, Revegetation and Soil Plan. A plan that includes the following information and is consistent with the standards in section 7-208.

- a. ***A plant material and seed mix list that includes scientific and common names and the application rate in terms of Pure Live Seed per acre, a planting schedule that includes timing, methods, and mulching, and a map with a calculation of the surface area disturbance in acres of the area impacted (where the soil will be disturbed).***

A plant material and seed mix list has been included in the Landscape Site Plan that includes scientific and common names, the application rate, and a planting schedule.

- b. ***Provisions for salvaging on-site topsoil, a timetable for eliminating topsoil and/or aggregate piles and a plan that provides for soil cover if any disturbances or stockpiles will sit exposed for a period of 90 days or more.***

To the greatest extent possible, on-site topsoil will be salvaged and stored onsite in the areas indicated on the Landscape Site Plan. Following construction activities, the topsoil will be spread and reseeded per the revegetation plan. In the event the stockpiles are exposed for more than sixty (60) days, tarps will be used to cover the stockpiles.

- c. ***A Weed Management Plan for all Garfield County listed noxious weeds and State of Colorado listed noxious weeds that are targeted for statewide eradication. The Plan shall include a site specific map and weed inventory. A Weed Management Plan is required if an area 1 acre or greater is disturbed for the purposes of site construction, development or grading but not including areas serving the long-term function of the site (i.e. building footprint, road surface or permanent parking areas).***

The area of the proposed storage yard is less than one (1) acre. Therefore, a weed management plan is not required. The Applicant will maintain the site and ensure that all noxious weeds are eradicated.

- d. ***A revegetation security may be required if, in the determination of the County Vegetation Manager, the proposed project has:***
- (a) A potential to facilitate the spread of noxious weeds;***
 - (b) A potential to impact watershed areas;***
 - (c) A potential for visual impacts from public viewing corridors;***
 - (d) Steep Slopes 15% or greater or unstable areas; and/or***
 - (e) Disturbs an area 1 acre or greater where topsoil is exposed for the purposes of site construction, development or grading but does not comprise the longterm functioning of the site (i.e. building footprint, road surface or permanent parking areas).***

The Applicant does not believe that a revegetation security will be required. The storage yard will be used for a landscape contractor yard and the spread of noxious weeds will not occur. Due to the small size of the yard, watershed impacts will not occur. The yard is setback from Highway 82 and is minimally visible. If necessary, screening will be implemented. Areas of steep slope will not be impacted. The area of the storage yard is less than one (1) acre.

- e. ***The revegetation security will be in an amount to be determined by the County Vegetation Manager that will be site specific and based on the amount of disturbance. The security shall be held by the County until vegetation has been successfully reestablished, or for a period of time approved by the County Vegetation Manager in any specific land use action, according to the Reclamation and Revegetation Standards section in the Garfield County Weed Management Plan. The County Vegetation Manager will evaluate the reclamation and revegetation prior to the release of the security. The security shall be subject to all provision of Article 13.***

Not applicable for reasons provided above.

19. Hydraulic Calculations. Hydrologic, hydraulic, and all other calculations used to size and design drainage facilities and/or structural BMPs.

Not applicable. Designed drainage facilities and/or structural BMPs are not anticipated to be required owing to the small nature of the yard and the simple drainage patterns that will be encountered.

20. Maintenance Requirements. Maintenance requirements for all proposed BMPs should be discussed including access, schedules, costs, and designation of a responsible party.

Not applicable for reasons provided above.

21. Spill Prevention Control and Countermeasures Plan, if Applicable. A SPCC Plan will be required for any facility with the potential to discharge oil of any kind or in any form including, but not limited to, petroleum, fuel oil, sludge, oil refuse and oil mixed with wastes, in quantities that may be harmful to navigable water and adjoining shoreline, per EPA regulations.

Not applicable. It is not anticipated that large quantities of petroleum, fuel oil, sludge, oil refuse and oil mixed with wastes, in quantities that may be harmful to navigable water and adjoining shoreline, per EPA regulations, will be present on the site.

22. Additional Information or Detail. Other information or data and additional detail as may be reasonably required by the Director.

If requested, the Applicant will provide additional information.

23. Signature Blocks. Signature block for owner or legal agent acknowledging the review and acceptance of responsibility, and a signature and stamped statement by the qualified individual acknowledging responsibility for the preparation of the Grading and Drainage Plan.

See Landscape Site Plan.

F. Landscape Plan. Landscape Plans shall be scaled at 1 inch to 20 feet for properties exceeding 16 acres in size, or 1 inch to 10 feet for properties less than 16 acres in size. The Landscape Plan shall demonstrate compliance with section 7-303 and shall include, at a minimum, the following elements:

- 1. Topographic information at least 2-foot contour intervals;**
- 2. Location of all lot lines and improvements to the property, and location of any easements of record;**

3. Identification of all existing deciduous tree and coniferous trees of 6 inches in caliper or greater, and which trees will be preserved and which trees will be removed or relocated; areas where other existing vegetation will either be preserved or removed; the type, location, size, and number of plants that will be installed; and specified seed mixtures;
4. An estimate of the cost of supplying and installing the materials depicted in the Landscape Plan; and
5. A description of the proposed program to maintain the landscaping after it has been installed.

See Landscape and Site Plan. The estimate of supplying and installing the revegetation materials is likely less than \$10,000.00. The landscaping will be watered utilizing the ditch water rights for a period of one (1) year or until substantial establishment is attained.

G. Impact Analysis. Where the proposed development will impact specific features of the site, the Applicant shall describe both the existing conditions and the potential changes created by the project. The Impact Analysis shall include a complete description of how the Applicant will ensure that impacts will be mitigated and standards will be satisfied. The following information shall be included in the Impact Analysis:

1. ***Adjacent Land Use. Existing use of adjacent property and neighboring properties within 1,500-foot radius***

Adjacent and neighboring land uses on properties within a 1,500-foot radius of the Property include:

- Single-family residences;
- Multi-family residences;
- Condominiums;
- Agricultural
 - Irrigation, grazing;
- Solar Field;
- Contractor's Yard;
- Vacant Land;;
- Golf Course
- Commercial Storage (Aspen Tree Service/SavATree);
- Religious (Basalt Congregation of Jehovah's Witness);
- Retail (Catherine Store); and
- Recreation and Common Interest (Aspen Valley Polo Club).

2. ***Site Features. A description of site features such as streams, areas subject to flooding, lakes, high ground water areas, topography, vegetative cover, climatology, and other features that may aid in the evaluation of the proposed development.***

The Property is largely vacant with a dilapidated single-family home (that will be replaced in the future by the Applicant). Mature cottonwood trees grow along the northern border of the Property, with one coniferous tree near the homesite. A dirt driveway accesses the Property that terminates in a large dirt parking area. The northern portion of the Property is characterized by areas of slope. The Basin Ditch is located above the Property, in a mid-slope condition. Dry vegetation and weeds predominate. The Property is not subject to flooding and has no natural waterbodies, has limited vegetative cover.

3. ***Soil Characteristics. A description of soil characteristics of the site that have a significant influence on the proposed use of the land.***

The soil on the Property was determined by the Geologic Map of the Carbondale Quadrangle (Kirkham, R.M. and Widmann, B.L., 2008) to be of Loess, "Slightly clayey, sandy silt and silty, very fine to fine sand..."

4. ***Geology and Hazard. A description of the geologic characteristics of the area including any potential natural or manmade hazards, and a determination of what effect such factors would have on the proposed use of the land.***

No areas of potential hazards are indicated within the Property.

5. ***Groundwater and Aquifer Recharge Areas. Evaluation of the relationship of the subject parcel to Floodplains, the nature of soils and subsoils and their ability to adequately support waste disposal, the Slope of the land, the effect of sewage effluents, and the pollution of surface Runoff, stream flow, and groundwater.***

GIS data indicates that the Property is not within any Floodplain, nor is it at risk of runoff into any streams or bodies of water. The development will not have any impact on groundwater.

6. ***Environmental Impacts. Determination of the existing environmental conditions on the parcel to be developed and the effects of development on those conditions, including:***
 - a. ***Determination of the long-term and short-term effect on flora and fauna;***
 - b. ***Determination of the effect on designated environmental resources, including critical wildlife habitat;***

- c. Impacts on wildlife and domestic animals through creation of hazardous attractions, alteration of existing native vegetation, blockade of migration routes, use patterns, or other disruptions; and**
- d. Evaluation of any potential radiation hazard that may have been identified by the State or County Health Departments.**

The current environmental condition of the Property is a previously disturbed area of dirt and grass with limited areas disturbed by home occupation. There are Cottonwood trees along the northern border of the property which are not expected to be disturbed by development. The development is not expected to have any lasting impacts on the environmental conditions of the Property or of surrounding properties. As the development is expected to be of a similar nature to existing conditions, there is not expected to be any impact on wildlife. No radiation will be involved in the development.

- 7. Nuisance. Impacts on adjacent land from generation of vapor, dust, smoke, noise, glare or vibration, or other emanations.**

Any nuisance created by the proposed development will be minimal and within normal and expected levels associated with a small landscape storage yard. Adjacent land uses are similar. Where residential use is contiguous, the storage yard will be buffered by residential use on the Property. Vapor, dust, smoke, noise, glare, or vibrations are anticipated to be minimal and the Applicant will take action to reduce these impacts on the Property and on surrounding properties, as necessary.

- 8. Hours of Operation. The Applicant shall submit information on the hours operation of the proposed use.**

Hours of Operations will be within 7:00am and 7:00pm.

H. Rezoning Justification Report.

A report that explains how the rezoning will satisfy the approval criteria for a rezoning set forth in section 4-113.C., Review Criteria.

Not Applicable. Storage yard is a permitted use in the Rural (R) zone district.

I. Statement of Appeal.

A written statement of the Director's decision to be called-up or the interpretation to be appealed, the date of that decision/interpretation, and the reasons why the Applicant/appellant believes that the decision/interpretation of the Director is incorrect, including any materials or evidence to support the call-up or appeal.

Not Applicable.

J. Development Agreement.

The BOCC may enter into a development agreement with the Applicant specifying the terms and conditions of approval for an extended vested rights period. The Applicant must submit a draft development agreement containing the following information, in a form acceptable to the County Attorney's Office. The development agreement shall be signed by the Applicant, the BOCC, and all owners of the subject property. The development agreement must include the following:

- 1. Phasing schedule; and*
- 2. Language establishing a vested property right pursuant to the provisions of section 2-202, Establishment of Vested Property Rights.*

Extended vested rights are not request. Therefore, a development agreement is not required.

K. Improvements Agreement.

- 1. Purpose. Whenever there are public improvements identified as requirements of project or Subdivision approval, the BOCC, prior to issuance of any Land Use Change Permit or approval of a Subdivision or Exemption Final Plat, shall require the Applicant to file a guarantee of financial security deemed adequate by the BOCC and payable to the County pursuant to Article 13, and to execute an improvements agreement. The purpose of the financial guarantee and improvements agreement is to ensure the following:*

- a. The project or development is completed, including reclamation of property to return the property to pre-existing conditions and remove structures to 1 foot below ground level;*
- b. The Applicant performs all improvements, mitigation requirements, and permit conditions in connection with the construction, operation, and termination of the project or development;*
- c. The Applicant addresses responsibility for increased demand on public facilities and services as a result of the construction, operation, and termination of the project or development; and*
- d. In the event that the project or development is suspended, curtailed, or abandoned, the County can complete the project or development and necessary improvements, or restore the property to its original condition or an acceptable condition at no additional cost to the County.*

Not applicable. No public improvements are anticipated to be required to be provided.

L. Traffic Study.

Assessment of traffic impacts is required based upon a Traffic Study prepared in compliance with this section.

1. Type of Study Required.

- a. The Traffic Study shall be comprised of a basic Traffic Analysis utilizing existing County traffic counts as mapped, the Manual on Uniform Traffic Control Devices, accepted Trip Generation manuals, and current standards as applied by the CDOT.**

Responses to the Basic Traffic Study Analysis is provided below.

2. Basic Traffic Analysis. The Basic Traffic Analysis shall include the following information:

- a. A map or maps depicting the parcel or activity area and showing the following information:**

**Existing and proposed internal roads, adjoining roads, access points, and access points for the finished development;
All County roads within a 1-mile radius of the development; The nearest proximate intersections with State or Federal highways likely to receive traffic impacts from the development; and Activity areas for construction activity.**

The Landscape Site Plan contains the above information. Traffic generation is anticipated to be minimal.

- b. A narrative description of existing land uses on the parcel, including the following information:**

Current Trip Generation estimates at existing access points;

It is estimated that four (4) to (six) trips will be generated during peak times (from 7am-9am and 5pm-7pm). Trip generation outside these hours will be minimal owing to the landscape yard use.

County driveway permits for the access points and status;

Access to the Property is provided by Road Easement recorded at Recp. # 250487 and 250473.

Permit requirements for access to a State highway, railroad crossings, and status;

Not applicable. The Property is not contiguous to a state highway nor railroad crossing.

All access easements and information regarding the legal status of these easements; and Other appropriate current traffic information and legal constraints that may apply.

Access to the Property is provided by Road Easement recorded at Recp. # 250487 and 250473. No other traffic related constraints apply to the Property.

- c. A narrative description of proposed land uses and Trip Generation projections for each use, based on current Trip Generation manuals or other credible and defensible analysis. Trip Generation projections shall be required for both the construction phase(s) and for the completed development, with a breakdown of traffic into categories of heavy trucks and other vehicle types for existing, temporary, or proposed new access points.**

The proposed land use is for a small landscape storage yard. It is estimated that four (4) to (six) trips will be generated during peak times (from 7am-9am and 5pm-7pm). Approximately two (2) to three (3) of these trips will be heavy trucks associated with a landscape contractor. Trip generation outside these hours will be minimal owing to the landscape yard use. Trip generation during the construction phase is estimated to be the same as the landscape yard use. Construction activities will be limited.

- d. A narrative description of the construction phase(s) of the development, including the following:
Staging and storage areas;**

During the construction phase, owing to the limited nature of the proposed improvements, staging and storage is anticipated to be minimal.

Temporary access points;

Temporary access points are not anticipated.

Duration, types, and frequency of heavy truck traffic;

During construction activities, heavy truck traffic is anticipated to be minimal and consist to the delivery of equipment to grade the area of storage yard.

Access road segments to be impacted; Projected lane closures or traffic interruption, and a statement of mitigation measures that will be applied to minimize disruption and damage; and

During construction, no access road segments will be impacted as the storage yard is at the end of the access road. No lane closures or other traffic interruptions are anticipated. Based on this, no mitigation measures are believed to be required.

All County or State permits that will be required.

As necessary, all County and State permits that will be required will be obtained.

- e. Map depicting existing Average Daily Traffic count information for all County road segments and State or Federal highway intersections, at the appropriate map scale. The map shall also include the following information: The likely increase in Average Daily Traffic of trucks for construction activity and Average Daily Traffic for the completed development; and Where a development has 2 or more access points, the anticipated trip distribution and assignment for each access point, supported by a narrative describing rationale for the projected allocation of trips by access points and road segment.**

Not applicable. It is not anticipated that the small storage yard will impact average daily traffic in any meaningful way.

M. Water Supply and Distribution Plan.

- 1. Water Supply. For the purposes of this plan, 1 Single-Family Equivalent (SFE) shall equal 350 gallons of water per day, regardless of the type of use.**
 - a. Water Supplied by a Water Supply Entity. Any development that will be served by a Water Supply Entity shall submit a letter prepared by the engineer of the Water Supply Entity, stating whether the Water Supply Entity is willing to commit and has the ability to provide an Adequate Water Supply for the proposed development.**

Not applicable. No water supply entity will provide water. Domestic water will be provided entirely for through the existing well, through adjudicated ditch rights, and the legal water contained in the onsite cistern. Any water needs associated with the Yard will be met using ditch water. No potable water will be provided at the Yard.

- b. 14 SFE or Fewer. Developments that require water for 14 SFE or fewer and will not be served by a Water Supply Entity shall provide a plan that describes how the water supply will be sufficient for build-out of the proposed development in terms of water quality, quantity, dependability, and availability.**

Water will be provided for the one (1) single-family residence entirely for through the existing well, through adjudicated ditch rights, and the legal water contained in the onsite cistern. These water sources are considered adequate to meet the limited needs of the small landscape storage yard.

Water for the watering of plant materials that will be occasional storage of plant material will be provided by ditch water.

Fire Protection. For projects served by wells:

(a) A minimum 4-hour pump test shall be performed on the well(s) to be used. The results of the pump test shall be analyzed and summarized in a report, including basic well data (size, depth, static water level, aquifer, etc.) pumping rate, draw down, recharge, and estimated long-term yield. The report shall be prepared by a qualified professional with expertise in the ground water or hydrology field and shall include an opinion that the well will be adequate to supply water for the proposed uses. The report shall also address the impacts to ground water resources in the area.

Water for fire protection will be provided entirely through access to the legal water contained in the onsite spring. The well permit for the existing well specifies “domestic use only.”

(b) If a well is to be shared, an Applicant shall submit a legal well-sharing declaration addressing all easements and costs associated with operation and maintenance of the system and identifying the person responsible for paying costs and how assessment will be made for those costs.

The existing well will not be shared.

(c) Water quality shall be tested by an independent testing laboratory for the following contaminants: alkalinity, arsenic, cadmium, calcium, coliform bacteria, chloride, conductivity, copper, corrosivity, fluoride, hardness, iron, lead, magnesium, manganese, nitrate/nitrite, pH, sodium, sodium adsorption ratio, sulfate, total dissolved solids, uranium and zinc. Additional testing may be required for other contaminants that occur within the County. The results shall show that the Maximum Contaminants Levels (MCLs), as set forth by the CDPHE within the Colorado Primary Drinking Water Standards, are not

exceeded, or the Applicant has otherwise identified a treatment system that will bring the water within acceptable MCLs. Annual testing, testing for other contaminants, and testing for secondary drinking standards including taste, odor, color, staining, scaling, and corrosion is also recommended.

The water from the existing well will be tested for the above contaminants. Mitigation will be pursued, if necessary.

N. Wastewater Management and System Plan.

1. Wastewater Management.

- a. If On-Site Wastewater Treatment Systems (OWTS) are proposed, the following information shall be provided: Evidence that the OWTS will comply with the County's OWTS requirements and requirements of the CDPHE, Water Quality Control Commission;**
Documentation of soil percolation tests and other studies required to determine maximum seasonal groundwater level and depth to bedrock, in compliance with the County's Individual Sewage Disposal requirements; Test locations shall be indicated on the Plat; Tests shall be performed by a qualified professional engineer; and
A proposed management plan for operation and maintenance of on-site systems.

Only the employee housing will utilize the existing OWTS. The Yard will be provided with a porta-potty. The existing OWTS complies with the applicable County and CDHPE requirements. Perc test results have been included in the permit submittal. This material also includes information on the appropriate management and maintenance of the OWTS. The tank, which is sufficient for the proposed development, was inspected and approved on March 18, 2023 by the Garfield County Building and Sanitation Department.

O. Floodplain Analysis.

When a project is located within a Special Flood Hazard Area, if there is an indication or suggestion that a project is located in a SFHA, or if a project is a division of land or a PUD over 5 acres in size or proposes 50 lots or greater, the application must include a Floodplain Analysis.

Not Applicable. The Property is not within the Special Flood Hazard Area.

ARTICLE 7: STANDARDS

DIVISION 1. GENERAL APPROVAL STANDARDS.

7-101. ZONE DISTRICT USE REGULATIONS.

The Land Use Change shall comply with Article 3, Zoning, including any applicable zone district use restrictions and regulations.

The Property is within the Rural (R) zone district of Garfield County. The Garfield County Land Use and Development Code allows for the use of a Contractors Yard, Small following Administrative Review.

7-102. COMPREHENSIVE PLAN AND INTERGOVERNMENTAL AGREEMENTS.

The Land Use Change is in general conformance with the Garfield County Comprehensive Plan and complies with any applicable intergovernmental agreement.

This application complies with the Garfield County Comprehensive Plan in the following ways:

1. Growth In Urban Growth Areas (UGA) & 3-Mile Areas Of Influence

Policy 1: Growth in UGA and within 3-Mile Areas of Influence should be closely coordinated with the affected municipality.

iv. Development review within 3-Mile Areas of Influence for municipalities needs to consider the municipality's comprehensive plan, neighboring land uses, future land use designations, and referral comments from the municipality.

The use of this Property as a contractor's yard is consistent with the use of neighboring properties. The Property is north of an existing contractor's yard.

v. Development review within the 3-Mile Area of Influence for a municipality should consider and mitigate for impacts of the development including limitations on heavy and extractive industries that would severely impact adjacent land uses, local economies, wildlife, traffic, view planes, environmental concerns including stormwater and water quality for the neighboring municipalities.

The proposed development is not a heavy or extractive industry, and will not change any current land use, wildlife, traffic, view planes, or environmental concerns.

Policy 2: Applications for new or expanded development adjacent to neighboring municipalities should attempt to minimize impacts on municipalities and should not do irreparable harm to existing thriving economies including existing businesses within the neighboring municipalities and unincorporated areas.

No significant impacts are expected to occur as a result of this development.

7-103. COMPATIBILITY.

The nature, scale, and intensity of the proposed use are compatible with adjacent land uses.

The proposed development as a small contractor's yard is compatible with adjacent land uses. The Property is north of an existing contractor's yard of similar size to the proposed development, and it is south of a large solar field.

7-104. SOURCE OF WATER.

All applications for Land Use Change Permits shall have an adequate, reliable, physical, longterm, and legal water supply to serve the use, except for land uses that do not require water, or that contain Temporary Facilities served by a licensed water hauler.

The Property has access to adequate, reliable, physical, long-term and legal water supply through a permitted well and legal access to water contained in a 1000-gallon cistern which is filled by the ditch as the water is used. This water will be used for irrigation. A storage tank to hold water from the on-site spring has yet to be determined following the determination of the size of the new modular home.

7-105. CENTRAL WATER DISTRIBUTION AND WASTEWATER SYSTEMS.

A. Water Distribution Systems.

The land use shall be served by a water distribution system that is adequate to serve the proposed use and density.

Only one residential unit will be located on the Property. A water distribution system is not required. The storage yard will not be provided with portable water. Ditch water will be utilized to water plant materials at the yard, as necessary.

B. Wastewater Systems.

The land use shall be served by a wastewater system that is adequate to serve the proposed use and density.

A septic tank was installed on the property and the installation was inspected and approved on March 18, 2013. See Attachment 5a. Only the residential unit will utilize the OWTS. A porta-potty will be provided at the storage yard.

7-106. PUBLIC UTILITIES.

A. Adequate Public Utilities.

Adequate Public Utilities shall be available to serve the land use.

The Property is served by adequate public utilities.

B. Approval of Utility Easement by Utility Company.

Utility easements shall be subject to approval by the applicable utility companies and, where required, additional easements shall be provided for main switching stations and substations. The Applicant shall work with the utility companies to provide reasonably sized easements in appropriate locations.

Utility Easements have already been approved. See Attachment 5c-5f.

C. Utility Location.

Unless otherwise provided in this Code, the following conditions shall apply to the location of utility services.

Utilities are not proposed to be altered or moved by this development.

7-107. ACCESS AND ROADWAYS.

All roads shall be designed to provide for adequate and safe access and shall be reviewed by the County Engineer.

A. Access to Public Right-of-Way.

All lots and parcels shall have legal and physical access to a public right-of-way.

B. Safe Access.

Access to and from the use shall be safe and in conformance with applicable County, State, and Federal access regulations. Where the Land Use Change causes warrant(s) for improvements to State or Federal highways or County Roads, the developer shall be responsible for paying for those improvements.

C. Adequate Capacity.

Access serving the proposed use shall have the capacity to efficiently and safely service the additional traffic generated by the use. The use shall not cause traffic congestion or unsafe traffic conditions, impacts to the County, State, and Federal roadway system shall be mitigated through roadway improvements or impact fees, or both.

D. Road Dedications.

All rights-of-way shall be dedicated to the public and so designated on the Final Plat. They will not, however, be accepted as County roads unless the BOCC specifically designates and accepts them as such.

E. Impacts Mitigated.

Impacts to County roads associated with hauling, truck traffic, and equipment use shall be mitigated through roadway improvements or impact fees, or both.

Existing Roads and Access are adequate and safe and are not proposed to be altered by this development. A dirt drive is proposed to be extended within the Property, but will not interfere or intersect with any roadway or access point.

7-108. USE OF LAND SUBJECT TO NATURAL HAZARDS.

Land subject to identified Natural and Geologic Hazards, such as falling rock, landslides, snow slides, mud flows, radiation, flooding, or high water tables, shall not be developed unless it has been designed to eliminate or mitigate the potential effects of hazardous site conditions as designed by a qualified professional engineer and as approved by the County.

The Property is not identified as being subject to natural and geologic hazards.

7-109. FIRE PROTECTION.

- A. Adequate Fire Protection. Adequate fire protection will be provided for each land use change as required by the appropriate fire protection district.**

Adequate fire protection exists and will continue to be supplied for the single-family residence proposed to be rebuilt as well as for the carport that will house landscape contractor related materials.

DIVISION 2. GENERAL RESOURCE PROTECTION STANDARDS.

7-201. AGRICULTURAL LANDS.

- A. No Adverse Effect to Agricultural Operations.**

Land Use Changes on lands adjacent to or directly affecting agricultural operations shall not adversely affect or otherwise limit the viability of existing agricultural operations. Proposed division and development of the land shall minimize the impacts of development on Agricultural Lands and agricultural operations, and maintain the opportunity for agricultural production.

The Property and the proposed development will not adversely affect any agricultural operations. Care will be taken to minimize any impact from the development.

- B. Domestic Animal Controls.**

Dogs and other domestic animals that are not being used to assist with the herding or the care of livestock shall not be permitted to interfere with livestock or the care of livestock on Agricultural Lands. The County shall require protective covenants or deed restrictions as necessary to control domestic animals.

The Applicant agrees to control any domestic animals so as not to interfere with livestock on agricultural lands.

- C. Fences.**

The County is a Right to Farm County consistent with section 1-301. Fences shall be constructed to separate the development from adjoining Agricultural Lands or stock drives as required to protect Agricultural Lands by any new development and to separate new

development from adjoining agricultural operations. All parts of the fencing including such items as gates, cattle guards, boards, posts, and wiring shall be maintained by the owner, HOA, or other responsible entity.

The Property currently has fencing which separates it from adjoining agricultural properties. The fence will not be altered by development.

D. Roads.

Roads shall be located a sufficient distance back from the property boundaries so that normal maintenance of roads, including snow removal, will not damage boundary fences. Dust control shall be required, both during and after construction, to minimize adverse impacts to livestock and crops.

Roads are located to allow for proper maintenance without risk of damaging boundary fences.

E. Ditches.

- 1. Colorado State Statutes, C.R.S. 37-86-102, provides that "any person owning a water right or conditional water right shall be entitled to a right-of-way through the lands which lie between the point of diversion and point of use or proposed use for the purpose of transporting water for beneficial use in accordance with said water right or conditional water right." A plat note shall be placed on all final plats and site plans for land use change permits for properties that are impacted by, or contain, irrigation ditches.*

A note will be placed on the final plat reflecting the right-of-way granted to those owning water rights on the Basin Ditch.

- 2. The Colorado Constitution Article XVI, Section 7 provides that all persons and corporations shall have the right-of-way across public, private and corporate lands for the construction of ditches for the purposes of conveying water for domestic, agricultural, mining, manufacturing and drainage purposes upon just compensation.*

No ditches are anticipated to be constructed.

- 3. Rights-of-Way. The land use change shall not interfere with the ditch rights-of-way.*

The land use change will not interfere with the Basin Ditch rights-of-way.

- 4. Maintenance. Where irrigation ditches cross or adjoin the land proposed to be developed, the developer shall insure that the use of those ditches, including maintenance, can continue uninterrupted.*

The Applicant will make certain that maintenance on the Basin Ditch will not be interrupted by the development.

5. ***Maintenance Easement. A maintenance easement shall be indicated on any Final Plat for the division of land or for the final development plan for any other land use. The Applicant shall provide a letter from the ditch owner accepting that the development proposal will have no impact on their ability to maintain the ditch and that an adequate maintenance easement is possible. No structure or fence shall be placed within the right-of-way or easement without written permission from the appropriate ditch owner.***

A maintenance easement will be placed on the final plat reflecting the right-of-way granted to those owning water rights to the Basin Ditch.

6. ***Ditch Crossings. Ditch crossings shall respect the rights of ditch owner(s) to operate and maintain their ditch without increased burden of maintenance or liability. Development shall minimize ditch crossings. At a minimum all irrigation ditch crossings shall:***
 - a. *Require the crossing be sized to not interfere with ditch operations or change existing hydraulic flow characteristics;*
 - b. *Provide vehicle and maintenance equipment access to the ditch from both sides of the ditch crossing from all roads for use by the ditch owner(s);*
 - c. *Prior to permit application, or construction within the ditch right-of-way the Applicant shall provide a letter from the ditch company regarding agreement with standards contained in the proposed crossing;*
 - d. *The BOCC may require specific improvements to ditch crossings if determined to be necessary in the review process, particularly if these improvements are required to address safety concerns;*

No crossings of the Basin Ditch are proposed.

7. ***Referral to Ditch Owner. Application for Division of Land or Land Use Change Permit that may affect or impact any ditch right-of-way shall include the name and mailing address of the ditch owner. (This information may be obtained by contacting the Water Commissioner at the Colorado Division of Water Resources to determine the ditch owner for purposes of requesting review and comment on the development proposal).***

The proposed development will not impact the Basin Ditch right-of-way.

8. ***Drainage. Application for Division of Land or Land Use Change Permit that includes any improvements located adjacent to or below grade of an irrigation ditch shall***

address and mitigate potential impacts to the irrigation ditch in a drainage plan. The drainage plan shall demonstrate that the drainage will not impair operation of the ditch.

The proposed reconstructed single-family residence which will be located below the Basin Ditch will be protected by a proposed swale. See Landscape Site Plan.

- 9. Water Quality and Stormwater Management. No development or changes in land use shall channel surface waters into any irrigation ditch without the written consent of the ditch owner.***

The proposed development will not be channeling any waters into the Basin Ditch.

7-202. WILDLIFE HABITAT AREAS.

The Applicant shall consult with the Colorado Parks and Wildlife or a qualified wildlife biologist in determining how best to avoid or mitigate impacts to wildlife habitat areas.

The Property is identified as a Mule Deer habitat area. As such, the Applicant will minimize land disturbance and preserve native vegetation to every extent possible.

Methods may include, but are not limited to, 1 or more of the following:

A. Buffers.

Visual and sound buffers shall be created through effective use of topography, vegetation, and similar measures to screen structures and activity areas from habitat areas.

Vegetation and fencing exist and will be employed to screen structures from any activity and habitat areas.

B. Locational Controls of Land Disturbance.

Land disturbance shall be located so that wildlife is not forced to use new migration corridors, and is not exposed to significantly increased predation, interaction with vehicles, intense human activity, or more severe topography or climate.

Wildlife will not be forced to find new migration corridors as a result of the proposed development.

C. Preservation of Native Vegetation.

- 1. Proposed Land Use Changes are designed to preserve large areas of vegetation utilized by wildlife for food and cover, based upon recommendations by the Colorado Parks and Wildlife.***

2. *When native vegetation must be removed within habitat areas, it shall be replaced with native and/or desirable nonnative vegetation capable of supporting post-disturbance land use.*
3. *Vegetation removed to control noxious weeds is not required to be replaced unless the site requires revegetation to prevent other noxious weeds from becoming established.*

No large areas of native vegetation will be altered. The Property is a previously developed site that has little wildlife vegetation importance.

D. Habitat Compensation.

Where disturbance of critical wildlife habitat cannot be avoided, the developer may be required to acquire and permanently protect existing habitat to compensate for habitat that is lost to development.

Critical wildlife habitat will not be disturbed.

E. Domestic Animal Controls.

The County may require protective covenants or deed restrictions as necessary to control domestic animals by fencing or kenneling.

The Applicant will control domestic animals at all time.

7-204 DRAINAGE AND EROSION.

A. Erosion and Sedimentation.

Excluding Grading activities for agricultural purposes, development disturbing 1 acre or more is subject to the CDPHE National Pollutant Discharge Elimination System Permit, unless otherwise exempted by CDPHE.

The area of disturbance for the storage yard will be less than 1 acre at .77 acres.

B. Drainage

1. *Site Design to Facilitate Positive Drainage. Lots shall be laid out to provide positive drainage away from all buildings.*

Positive drainage will be provided away from the proposed buildings.

2. *Coordination With Area Storm Drainage Pattern. Individual lot drainage shall be coordinated with the general storm drainage pattern for the area.*

Drainage is coordinated with the general storm drainage pattern for the area.

C. Stormwater Run-Off.

These standards shall apply to any new development within 100 feet of a Waterbody and to any other development with 10,000 square feet or more of impervious surface area.

- 1. Avoid Direct Discharge to Streams or Other Waterbodies.** *Stormwater Runoff from project areas likely to contain pollutants shall be managed in a manner that provides for at least 1 of the following and is sufficient to prevent water quality degradation, disturbance to adjoining property, and degradation of public roads.*
 - a. Runoff to Vegetated Areas.** *Direct run-off to stable, vegetated areas capable of maintaining Sheetflow for infiltration. Vegetated receiving areas should be resistant to erosion from a design storm of 0.5 inches in 24 hours.*
 - b. On-Site Treatment.** *On-site treatment of stormwater prior to discharge to any natural Waterbody by use of best management practices designed to detain or infiltrate the Runoff and approved as part of the stormwater quality control plan prior to discharge to any natural Waterbody.*
 - c. Discharge to Stormwater Conveyance Structure.** *Discharge to a stormwater conveyance structure designed to accommodate the projected additional flows from the proposed project, with treatment by a regional or other stormwater treatment facility.*

Drainage will not be discharged into the Basin Ditch. All drainage will be directed to vegetated areas on the Property.

- 2. Minimize Directly-Connected Impervious Areas.** *The site design shall minimize the extent of directly-connected impervious areas by including the following requirements:*

The proposed development does not contain any directly-connected impervious areas.

7-205. ENVIRONMENTAL QUALITY.

A. Air Quality.

Any Land Use Change shall not cause air quality to be reduced below acceptable levels established by the Colorado Air Pollution Control Division.

Air quality will not be reduced to below acceptable levels by any part of this development.

B. Water Quality.

At a minimum, all hazardous materials shall be stored and used in compliance with applicable State and Federal hazardous materials regulations.

Any hazardous materials will be stored and used in compliance with applicable regulations.

7-208. RECLAMATION.

A. Applicability.

These standards shall apply to any development that requires a Land Use Change Permit, including divisions of land, as well as to the following activities:

1. **Installation of ISDS.** Installation of a new or replacement ISDS.
2. **Driveway Construction.** Any driveway construction that requires a Garfield County Access Permit or a CDOT Access Permit.

Existing access will be utilized to access the storage yard. No improvements are anticipated to be required to be made to the existing access.

3. **Preparation Area.** *All areas disturbed during development that do not comprise the longer-term functional areas of the site but are those areas used for the short-term preparation of the site.*

All short-term disturbed areas will be returned to the pre-development state, to the extent possible.

B. Reclamation of Disturbed Areas.

Areas disturbed during development shall be restored as natural-appearing landforms that blend in with adjacent undisturbed topography. When the final landform is achieved, the surface shall be stabilized by vegetation or other means to reduce further soil erosion from wind or water, provide forage and cover, prevent fugitive dust as required by State Statute, and reduce visual impacts.

1. **Contouring and Revegetation.** *Abrupt angular transitions and linear placement on visible Slopes shall be avoided. Areas disturbed by Grading shall be contoured so they can be revegetated and shall be planted and have vegetation established. A uniform vegetative cover shall be established with an individual plant density of at least 70% of predisturbance levels within 4 growing seasons. Revegetation cover shall consist of a diversity of native and/or beneficial nonnative vegetation species capable of supporting the post-disturbance land use. State or County listed noxious weeds, as well as alien annual invasive species, do not count as part of the 70% cover. To the maximum extent feasible, disturbed areas shall be revegetated to a desired plant community with composition of weed-free species and plant cover typical to that site.*
2. **Weed Management.** *A management plan with appropriate strategies shall be employed for all Garfield County listed noxious weeds, State of Colorado listed noxious weeds that are targeted for statewide eradication and any other invasive species.*
3. **Application of Top Soil.** *Top soil shall be stockpiled and placed on disturbed areas and managed for later use in reclamation. Provisions for salvaging on-site topsoil, a timetable for eliminating topsoil and/or aggregate piles and a plan that provides for*

soil cover if any disturbances or stockpiles will sit exposed for a period of 90 days or more shall be reviewed and accepted by the Garfield County Vegetation Manager.

- 4. Retaining Walls. Retaining walls made of wood, stone, vegetation, or other materials that blend with the natural landscape shall be used to reduce the steepness of cut Slopes and to provide planting pockets conducive to revegetation.*
- 5. Slash Around Homes. To avoid insects, diseases, and wildfire hazards, all vegetative residue, branches, limbs, stumps, roots, or other such flammable lot-clearing debris shall be removed from all areas of the lot in which such materials are generated or deposited, prior to final building inspection approval.*
- 6. Removal of Debris. Within 6 months of substantial completion of soil disturbance, all brush, stumps, and other debris shall be removed from the site.*
- 7. Time Line Plan. Every area disturbed shall have a time line approved for the reclamation of the site.*

Any disturbed areas shall be restored to every extent possible. This includes revegetating to 70% of predisturbance levels, weed management plans, top soil application, the inclusion of a retaining wall, the removal of vegetative residue and debris, and the inclusion of a time line plan.

DIVISION 3. SITE PLANNING AND DEVELOPMENT STANDARDS.

Unless a use is explicitly identified elsewhere in this Code as being exempt from 1 or more standards, the following standards shall apply to all uses, divisions of land and PUDs.

7-301. COMPATIBLE DESIGN.

The design of development associated with the land use change shall be compatible with the existing character of adjacent uses. Single-family dwelling units are exempt from this section.

A. Site Organization.

The site shall be organized in a way that considers the relationship to streets and lots, solar access, parking, pedestrian access, and access to common areas.

The proposed development maintains existing relationships with County Road 100 and other lots.

B. Operational Characteristics.

The operations of activities on the site shall be managed to avoid nuisances to adjacent uses relating to hours of operations, parking, service delivery, and location of service areas and docks.

- 1. Dust, odors, gas, fumes, and glare shall not be emitted at levels that are reasonably objectionable to adjacent property.*
- 2. Noise shall not exceed State noise standards pursuant to C.R.S., Article 12 of Title 25, unless the use is regulated by the COGCC. In this case, the use shall be subject to COGCC Rules regarding noise abatement.*

3. *Hours of operation shall be established to minimize impacts to adjacent land uses.*

The Applicant agrees to avoid nuisances and follow generally accepted practices with construction and development of the Property.

C. Buffering.

Buffering shall be installed to mitigate visual, noise, or similar impacts to adjacent property whenever adjacent uses are in a different zone district.

Buffers will be used where necessary to mitigate disturbances to adjacent properties.

D. Materials.

Exterior facades shall be constructed with materials that do not detract from adjacent buildings or uses.

Adjacent buildings will be considered when selecting materials for exterior facades of the development.

7-302. OFF-STREET PARKING AND LOADING STANDARDS.

Single-family dwelling units are exempt from this section.

A. Off-Street Parking Required.

All land uses shall be required to provide the number of off-street parking spaces set forth in Table 7-302.A. Any use not specifically listed in Table 7-302.A. shall be determined by the Director.

Two (2) spaces will be provided for the residential use, in accordance with Table 7-302.A. Ample area will exist for parking associated with the contractor's yard.

1. *A parking or loading space that is required by this Code shall not be a required parking or loading space for another use unless it can be shown that the shared use will not result in a shortage of parking at any time. Use of approved shared parking or loading spaces, based upon the following conditions, may reduce the number of off-street parking spaces by up to 20% of the total required for all uses.*
 - a. *The peak use periods for the required parking or loading space will not overlap with one another.*
 - b. *The shared use arrangement for parking or loading spaces shall be for 2 or more uses located on the same site or adjoining sites.*
2. *When any calculation of the number of required off-street parking spaces results in a fractional space being required, such fraction shall be rounded up to the next higher number of spaces.*

The existing parking area will be used for off-street parking and exceeds the requirements for parking.

B. Off-Street Loading Required.

Buildings or structures that are designed or that are substantially altered so as to receive and distribute materials and merchandise by truck shall provide and maintain off-street loading spaces in sufficient number to meet their need. Where the property or use is served or designed to be served by tractor-trailer delivery vehicles, the standards in Table 7-302.B. shall be used in establishing the minimum number of off-street loading berths required.

The existing parking area shall also serve as a loading area and meets the space requirements.

C. Continuing Obligation.

The provision and maintenance of off-street parking and loading spaces that comply with this Code shall be a continuing obligation of the property owner.

The Applicant agrees to provide and maintain the off-street parking and loading spaces in compliance with the code.

D. Location of Required Parking Spaces.

Required off-street parking spaces shall be located on the same lot or the adjacent lot proximate to the business they are intended to serve.

Off-street parking and loading are located on the Property.

E. Loading and Unloading.

Loading and unloading of vehicles serving commercial and industrial uses shall be conducted in a manner that does not interfere with the proper flow of traffic.

Loading and unloading on the Property will occur off-street and will not impact traffic flow on County Road 100.

F. Parking and Loading Area Surface.

- 1. Surface Materials.** *Off-street parking areas, loading areas, aisles, and access drives shall have a durable, all-weather surface made of materials that are suitable for the uses to which the parking area will be put.*
- 2. Grading and Drainage.** *Parking and loading surfaces shall be design by an engineer to ensure proper drainage off surface and stormwater.*

The existing gravel parking area will not be altered by development. The proposed drive extension will also be gravel. Gravel is a suitable surface

for the amount and type of traffic that is anticipated. Grading and drainage will be provided to ensure proper drainage.

G. Minimum Dimensions of Parking Areas.

The minimum dimensions of parking spaces, aisles, and back-up areas are specified in Figure 7-302. The length of a parking space may be reduced to 18 feet, including wheel stop, if an additional area of 2 feet in length is provided for the front overhang of the car, provided that the overhang shall not reduce the width of the adjacent walkway to less than 4 feet.

The designated parking area shall meet these dimensional requirements for spaces.

H. Minimum Dimensions of Loading Berths.

The minimum dimension of any loading berth shall be 10 feet wide by 35 feet long, with a vertical clearance of 14 feet. If the typical size of vehicles used in connection with the proposed use exceeds these standards, the dimensions of these berths shall be increased.

The designated loading area will meet these dimensional requirements.

I. Handicapped or Accessible Parking.

Accessible parking shall comply with the County's construction codes and the adopted or most recent edition of CABO/ICC ANSI A 117.1.

Accessible parking will be provided in compliance with the County's construction codes and any other requirements.

J. Unobstructed Access.

Each required parking space shall have unobstructed access from a road or Alley, or from an aisle or drive connecting with a road or Alley, except for approved residential tandem parking.

All parking spaces will have unobstructed access to County Road 100.

K. Tandem Parking.

Tandem parking (a vehicle parking directly behind another) that meets the following conditions may be applied to meet the off-street parking standards of this Code:

- 1. The space does not impede the movement of other vehicles on the site;*
- 2. Tandem spaces serving multi-family dwelling units are assigned to the same dwelling unit; and*
- 3. Valet parking shall be provided for tandem spaces serving commercial uses.*

Should tandem parking be utilized, it will meet the above requirements for off-street parking.

L. Backing Onto Public Streets Prohibited.

All parking areas shall be located and designed in conjunction with a driveway so that vehicles exiting from a parking space shall not be required to back onto a public road. Vehicles exiting from a parking space for a single-family, Accessory Dwelling Unit, Secondary Dwelling Unit, or 2-Unit dwelling unit may back onto a residential street. Vehicles exiting from a parking space for any use may back onto the right-of-way of an Alley adjacent to the property.

Backing onto County Road 100 will not be required as a result of the parking area design.

M. Access Driveways.

Access driveways for required off-street parking areas shall be designed and constructed to facilitate the flow of traffic, provide maximum safety of traffic access and egress, and the maximum safety of pedestrian and vehicular traffic on the site. Residential access driveways shall be required where off-street requirements exceed 10 parking spaces.

1. Minimum Width.

a. The minimum width of the access driveway for a commercial or industrial use shall be 12 feet for a 1-way drive and 24 feet for a 2-way drive.

b. The access driveway for a residential use shall be 10 feet for a 1-way drive and 20 feet for a 2-way drive.

2. Clear Vision Area. Access driveways shall have a minimum clear vision area as described and illustrated in section 7-303.I.

The access driveway will not be altered from the existing drive, which meets the above requirements.

N. Parking and Loading Area Landscaping and Illumination.

Off-street parking and loading areas for nonresidential uses located adjacent to residential uses or Residential Zoning Districts shall be landscaped to minimize disturbance to residents, including installation of perimeter landscaping, proper screening of loading areas with opaque materials, and control of illumination.

Landscaping and/or opaque materials (screening) will be utilized to lessen any impact on nearby residential properties.

7-304. LIGHTING STANDARDS.

All lighting that is visible from surrounding properties and public rights-of-way shall be designed, installed, maintained, and operated to control glare and light trespass, minimize obtrusive light, maintain safety, prevent the negative impacts of light pollution on wildlife habitat and migratory patterns, and avoid degradation of the nighttime visual environment and the rural character of Garfield County.

- A. Any exterior lighting shall meet the following conditions:**
- 1. Downcast Lighting.** Exterior lighting shall be designed so that light is directed inward, towards the interior of the Subdivision or site.
 - 2. Shielded Lighting.** Exterior lighting shall be fully shielded or arranged in a manner so that concentrated rays of light will not shine directly onto other properties.
 - 3. Hazardous Lighting.** The direct or reflected light from any light source shall not create a traffic hazard. Colored lights shall not be used in such a way as to be confused or construed as traffic control devices.
 - 4. Flashing Lights.** Blinking, flashing, or fluttering lights, or other illuminated device that has a changing light intensity, brightness, or color, shall be prohibited in all zone districts.
 - 5. Height Limitations.** Light sources which exceed 40 feet in height shall not be permitted except for temporary holiday displays or as required by local, State or Federal regulations.

The exterior lighting selected for the proposed development will be chosen and installed with these conditions in mind. The lighting will be downcast, shielded, will not cause traffic hazards, will not be flashing, and will not exceed 40 feet in height.

7-305. SNOW STORAGE STANDARDS.

All residential uses except for multi-family are exempt from this section, unless the residential use includes a common outdoor parking area.

- A. Minimum Area.**
A designated area sufficient to store snow from the entire parking area shall be provided. As a general guideline, and considering the varying elevations and snowfall amounts throughout the County, it is anticipated that a minimum area equivalent to 2.5% of the total area of the required off-street parking and loading area, including access drives, shall be designated to serve as a snow storage area.
- B. Storage in Parking Spaces Prohibited.**
Required off-street parking and loading areas shall not be used for snow storage.
- C. Storage in Yards and Open Space Permitted.**
Snow stored in a yard or Open Space shall not be located in a manner that restricts access or circulation, or obstructs the view of motorists.
- D. Storage on Public Roadways Prohibited.**
Public roads shall not be used for snow storage.
- E. Drainage.**
Adequate drainage shall be provided for the snow storage area to accommodate snowmelt and to ensure it does not drain onto adjacent property.

Sufficient space exists on the property for adequate snow storage. Parking spaces will not be used, and storage will not restrict access, nor will it drain onto adjacent properties.

DIVISION 10. ADDITIONAL STANDARDS FOR INDUSTRIAL USES.

7-1001. INDUSTRIAL USE.

These standards shall apply to all industrial uses:

A. Residential Subdivisions.

Industrial uses shall not occupy a lot in a platted residential Subdivision.

The Property is not within any residential subdivision.

B. Setbacks.

All activity associated with these uses shall be a minimum of 100 feet from an adjacent residential property line, unless the use is on an industrially zoned property, or located within a building. At a minimum, required setbacks as identified in Table 3-201 shall apply.

The proposed contractor's yard generally meets these setback requirements with the exception of the parcel to the south is classified as residential. From aerial photography, it appears that the residential use is separated from the proposed contractor's yard in excess of 100 feet by other non-residential uses for an excavation company.

C. Concealing and Screening.

When an industrial use is not located on an industrial zoned property, all storage, Fabrication, service, and repair operations shall be conducted within an enclosed building or have adequate provisions, based on location and topography, to conceal and screen the facility and/or operations from adjacent property(s).

All storage, service, or repair will be conducted within an enclosed building which will also be adequately screening so that these activities will not be visible to adjacent properties.

D. Storing.

- 1. Materials shall be stored on the property in a form or manner that will not be transferred off the property by any reasonably foreseeable natural cause or force.*
- 2. All products shall be stored in compliance with all national, State, and local codes.*
- 3. Shall be a minimum of 100 feet from an adjacent property line or located entirely within a building.*
- 4. Petroleum and hazardous products shall be stored in an impervious spill containment area(s).*

Materials will be stored in appropriate manners which follow all applicable codes and requirements. Materials will be stored so that natural forces won't remove the material, be stored in conformance with applicable code, will be 100 feet from adjacent property line or within a building, and petroleum and hazardous products will be stored in an impervious spill containment area.

E. Industrial Wastes.

All industrial wastes shall be disposed of in a manner consistent with Federal and State statutes and requirements of CDPHE. Flammable or explosive solids or gases and other hazardous materials including wastes shall be stored according to the manufacturer's standards and shall comply with the national, State, and local fire codes and written recommendations from the appropriate local fire protection district.

Should industrial wastes or hazardous materials be present on the Property, proper storage and disposal standards will be followed.

F. Noise.

Noise shall not exceed State noise standards pursuant to C.R.S., Article 12, Title 25, unless the use is regulated by the COGCC. In this case, the use shall be subject to COGCC rules in regard to noise abatement.

The Applicant agrees that noise from the Property will not exceed State standards. Loud noises are not anticipated from the storage yard.

G. Ground Vibration.

Every use shall be operated so that the ground vibration inherently and recurrently generated is not perceptible without instruments at any point of any boundary line of the property.

Ground vibration will not occur as a result of the activities on the Property.

H. Hours of Operation.

Any activity that will generate noise, odors, or glare beyond the property boundaries will be conducted between the hours of 7:00 a.m. to 7:00 p.m. Monday through Saturday, or as approved by the decision-making authority.

The Applicant agrees that any operational activities related to the proposed contractor's yard will occur between the hours of 7:00 a.m. and 7:00 p.m. Monday through Saturday, unless otherwise approved.

I. Interference, Nuisance, or Hazard.

Every use shall be so operated that it does not emit heat, glare, radiation, or fumes that substantially interfere with the existing use of adjoining property or that constitutes a public

nuisance or hazard. Flaring of gases, aircraft warning signal, and reflective painting of storage tanks, or other legal requirements for safety or air pollution control measures, shall be exempted from this provision.

Heat, glare, radiation, and fume emissions will not occur as a result of the activities on the Property.



Title Companies - Change of Owner Name/Contact Information

Summary Information Overview

Order Number: 38392 Permit Number: 183186
Date Submitted: 1/25/2024 1:55:58 PM
eForm Name: Title Companies - Change of Owner Name/Contact Information

Well Identification

- Permit No **183186**
- Suffix **N/A**
- Replacement Suffix **N/A**

Well Address

- This is for information only and does not affect the permitted well location. **Address**
- Address **3659 County Road 100**
- City **Carbondale**
- State **Colorado**
- Zip **81623**

Owners and Agents

- Well Owners:

| # Name | Mailing Address | Phone | Email |
|--|--------------------------------------|--------------|-----------------|
| 1 MTDAWWG, LLC, A COLORADO LIMITED LIABILITY COMPANY (CRANDALL, DAVID) | 999 VALLEY ROAD CARBONDALE, CO 81623 | 970-379-9603 | RIVADA@LIVE.COM |

Signature and Certification

This form was submitted by a title company as part of a real estate transaction.





Change in Owner Name/Contact Information for Well Permits For Use in Connection with a Real Estate Transaction

To be completed by the individuals or entities claiming ownership of a well permit, and submitted by title companies/settlement agents as an uploaded attachment using the eForm Submittal Tool.

New Well Owner(s) Contact Information:

Name(s)*: David Joseph Crandall, Manager
Organization¹: MTDAWWG, LLC, A Colorado Limited Liability Company
Mailing Address*: 999 Valley Road
City, St., Zip*: Carbondale, CO, 81623
Phone: 970-379-9603
Email(s)*: rivada@live.com

** required fields to submit eForm.*

¹ ONLY enter a name here if the Organization itself OWNS the well.

Well Permit

**Well Permit Number* Physical Address of the parcel on which the well is located
 (include city & zip)**

183186 3659 County Road 100
 Carbondale, CO 81623

** required field (except when using the title company eForm for wells where a valid permit number cannot be identified. In those cases, this form can still be completed and uploaded; however, the permit number would be left blank on this form)*

I (we) claim and say that I am (we are) the owner(s) of the well permit described above, know the contents of the statements made herein, and state that they are true to my (our) knowledge. This filing is made pursuant to C.R.S. 37-90-143. I (we) understand that filing a Change of Owner Name/Contact Information form is for contact information purposes only. Filing this form does not convey real property.

Signature of the New Owner(s)* Please print the Signer's Name* & Title

David Crandall manager
Melanie Anne Carlson-Crandall

David Joseph Crandall, Manager
 Melanie Anne Carlson-Crandall, Manager

Date*
 01/17/2023⁴

** required fields*

Note: If there are multiple owners with different mailing addresses or additional room is needed for signatures, please include this as an attachment to the form.



TITLE COMPANY
of the rockies

711 E. Valley Rd, Unit 201B
Basalt, CO 81621
Phone: 970-366-4111 Fax: 970-672-1576
www.titlecorockies.com

Commitment Ordered By:

Patrick Rawley
Rawley Design Planning LLC
Phone: 970-306-5669 Fax:
email: patrick@rawleydesignplan.com

Inquiries should be directed to:

Authorized Officer or Agent
Title Company of the Rockies
711 E. Valley Rd, Unit 201B
Basalt, CO 81621
Phone: 970-366-4111 Fax: 970-672-1576

Commitment Number:

7003120-C

Buyer's Name(s):

Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below

Seller's Name(s):

MTDAWWG, LLC, a Colorado Limited Liability Company

Property:

3659 County Road 100, Carbondale, CO 81623
Tract in Lots 4 & 5, Section 30 Township 7 Range 87 , County of Garfield, State of Colorado.

TITLE CHARGES

These charges are based on issuance of the policy or policies described in the attached Commitment for Title Insurance, and includes premiums for the proposed coverage amount(s) and endorsement(s) referred to therein, and may also include additional work and/or third party charges related thereto.

If applicable, the designation of "Buyer" and "Seller" shown below may be based on traditional settlement practices in Garfield County, Colorado, and/or certain terms of any contract, or other information provided with the Application for Title Insurance.

| | |
|------------------------------|-----------------|
| Owner's Policy Premium: | |
| Loan Policy Premium: | |
| Additional Lender Charge(s): | |
| Additional Other Charge(s): | |
| Tax Certificate: | |
| Total Endorsement Charge(s): | |
| TBD Charge(s): | \$425.00 |
| TOTAL CHARGES: | \$425.00 |

COMMITMENT FOR TITLE INSURANCE

Issued by



as agent for

Chicago Title Insurance Company

SCHEDULE A

Reference:

Commitment Number: 7003120-C

1. Effective Date: October 25, 2024, 7:00 am Issue Date: November 05, 2024

2. Policy (or Policies) to be issued:

ALTA® 2021 Owner's Policy Policy Amount: Amount to be Determined
Premium: Amount to be Determined

Proposed Insured: Purchaser with contractual rights under a purchaser agreement with the vested owner identified at item 4 below

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

4. The Title is, at the Commitment Date, vested in:
MTDAWWG, LLC, a Colorado Limited Liability Company

5. The Land is described as follows:

FOR LEGAL DESCRIPTION SEE SCHEDULE A CONTINUED ON NEXT PAGE
For Informational Purposes Only - APN: 239130300015 / R011048

Countersigned
Title Company of the Rockies, LLC

By: [Signature]

Staci Stamps

This page is only a part of a 2016 ALTA® Commitment for Title Insurance issued by Chicago Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I-Requirements; and Schedule B, Part II-Exceptions.

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SCHEDULE A (continued)**LEGAL DESCRIPTION**

The Land referred to herein is located in the County of Garfield, State of Colorado, and described as follows:

A parcel of land situated in Lots 4 and 5 of Section 30, Township 7 South, Range 87 West of the Sixth Principal Meridian, lying Northerly of the Southerly line of said Section 30, Easterly of the Westerly line of said Lot 4 and Southerly of the centerline of Basin Ditch as constructed and in place, said parcel being described as follows:

Beginning at a point on the Southerly line of said Section 30, said point being the Southwest Corner of said Lot 4, whence the Southwest Corner of said Section 30 bears:

S. 89°55'23" W. 422.38 feet;

thence N. 01°56'34" E. 156.27 feet along the Westerly line of said Lot 4 to a point in the center of said Ditch;

thence along said centerline on the following courses and distances, to-wit:

N. 84°53'00" E. 80.11 feet;

thence N. 83°36'02" E. 176.33 feet;

thence N. 89°32'37" E. 241.55 feet;

thence S. 84°44'31" E. 187.38 feet;

thence N. 88°50'16" E. 152.57 feet;

thence N. 82°09'55" E. 57.01 feet;

thence N. 75°09'29" E. 129.58 feet;

thence S. 82°10'28" E. 104.19 feet;

thence S. 81°44'19" E. 29.76 feet;

thence N. 65°14'07" E. 9.94 feet;

thence S. 30°53'13" E. 19.21 feet;

thence S. 08°36'23" W. 63.59 feet;

thence S. 48°35'27" E. 53.19 feet;

thence S. 80°21'53" E. 65.00 feet;

thence leaving said ditch South 70.35 feet to a point on the Southerly line of said Section 30;

thence S. 89°55'23" W. 1268.67 feet along the Southerly line of said Section 30 to the Southwest Corner of said Lot 4 the point of beginning.

Together with a 20 foot road easement, said easement being 10 feet on each side of the centerline; beginning at a point on the Easterly line of the above described parcel of land, whence the Southwest Corner of said Section 30 bears:

S. 89°36'06" W. 1691.01 feet, said easement extending Easterly to the Westerly right-of-way line of a County Road as constructed and in place.

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

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Commitment No: 7003120-C

For each policy to be issued as identified in Schedule A, Item 2, the Company shall not be liable under this commitment until it receives a specific designation of a Proposed Insured, and has revised this commitment identifying that Proposed Insured by name. As provided in Commitment Condition 4, the Company may amend this commitment to add, among other things, additional exceptions or requirements after the designation of the Proposed Insured.

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Commitment No: 7003120-C**COMMITMENT FOR TITLE INSURANCE**

Issued by

*Chicago Title Insurance Company***SCHEDULE B, PART I
Requirements**

The following are the requirements to be complied with prior to the issuance of said policy or policies. Any other instrument recorded subsequent to the effective date hereof may appear as an exception under Schedule B of the policy to be issued. Unless otherwise noted, all documents must be recorded in the office of the clerk and recorded of the county in which said property is located.

All of the following Requirements must be met:

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

NOTE: This commitment has been issued for informational purposes only and there are no requirements. The liability of the Company in terms of this Commitment is limited to the charges paid for the Commitment

THE COMPANY RESERVES THE RIGHT TO CONDUCT AN ADDITIONAL SEARCH OF THE RECORDS IN THE OFFICE OF THE CLERK AND RECORDER FOR GARFIELD COUNTY, COLORADO FOR JUDGMENT LIENS, TAX LIENS OR OTHER SIMILAR OR DISSIMILAR INVOLUNTARY MATTERS AFFECTING THE GRANTEE OR GRANTEES, AND TO MAKE SUCH ADDITIONAL REQUIREMENTS AS IT DEEMS NECESSARY, AFTER THE IDENTITY OF THE GRANTEE OR GRANTEES HAS BEEN DISCLOSED TO THE COMPANY.

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Commitment No: 7003120-C

NOTE: THIS COMMITMENT IS ISSUED UPON THE EXPRESS AGREEMENT AND UNDERSTANDING THAT THE APPLICABLE PREMIUMS, CHARGES AND FEES SHALL BE PAID BY THE APPLICANT IF THE APPLICANT AND/OR ITS DESIGNEE OR NOMINEE CLOSES THE TRANSACTION CONTEMPLATED BY OR OTHERWISE RELIES UPON THE COMMITMENT, ALL IN ACCORDANCE WITH THE RULES AND SCHEDULES OF RATES ON FILE WITH THE COLORADO DEPARTMENT OF INSURANCE.

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Commitment No: 7003120-C

SCHEDULE B, PART II
Exceptions

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

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Any facts, right, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of said Land or by making inquiry of persons in possession thereof.
2. Easements or claims of easements, not shown by the Public Records.
3. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
4. Any lien, or right to a lien for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
5. Defects, liens, encumbrances, adverse claims or other matters, if any created, first appearing in the Public Records or attaching subsequent to the effective date hereof, but prior to the date of the proposed insured acquires of record for value the estate or interest or mortgage thereon covered by this Commitment.
6. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
7. Any and all water and water rights, reservoir and reservoir rights, ditches and ditch rights, and the enlargements and extensions thereof, and all laterals, flumes and headgates used in connection therewith.
8. Right of the Proprietor of a vein or lode to extract and remove his ore therefrom, should the same

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Commitment No: **7003120-C**

- be found to penetrate or intersect the premises hereby granted, and right of way for ditches or canals constructed by the authority of the United States as reserved in United States Patent recorded April 15, 1904 in [Book 56 at Page 541](#) as Reception No. 31780.
9. Terms, conditions, provisions and obligations contained in the Oil and Gas Lease recorded April 29, 1937 as [Reception No. 127751](#), and any and all assignments thereof or interests therein.
 10. Terms, conditions, provisions and obligations contained in the Oil and Gas Mining Lease recorded September 20, 1951 as Reception No. 177189, and any and all assignments thereof or interests therein.
 11. Right to the Use of Water as conveyed in Deed recorded June 26, 1959 as [Reception No. 205920](#).
 12. Terms, conditions, provisions and obligations contained in the Oil and Gas Lease recorded July 21, 1960 as [Reception No. 210330](#), and Assignment thereof recorded as [Reception No. 210331](#), and any and all assignments thereof or interests therein.
 13. Terms, conditions, provisions, easement, rights and obligations contained in the as shown in Deed recorded July 26, 1970 as [Reception No. 250473](#).
 14. Terms, conditions, provisions and obligations contained in the Agreement recorded July 27, 1971 as [Reception No. 250487](#).
 15. Terms, conditions, provisions and obligations contained in the Holy Cross Electric Association, Inc. Right-of-Way Easement recorded August 3, 1971 as [Reception No. 250581](#).
 16. Terms, conditions, provisions and obligations contained in the Holy Cross Electric Association, Inc. Right-of-Way Easement recorded August 23, 1971 as [Reception No. 250813](#).
 17. 30' Wide Drainage and Irrigation Easement as shown on Amended Final Plat T.O. Ranch Subdivision recorded as [Reception No. 744578](#).
 18. Terms, conditions, provisions and obligations contained in the Special District Public Disclosure Document recorded December 31, 2014 as [Reception No. 857790](#).
 19. Terms, conditions, provisions and obligations contained in the Right-of-Way Easement recorded March 29, 2021 as [Reception No. 953257](#).
 20. Notes, easements, rights of ways, and encroachment of building on to 15ft wide utility easement as shown on the Improvement Survey Plat by Sopris Engineering LLC dated 12/12/2023 at Project No. 33189.

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DISCLOSURE STATEMENTS

Note 1: Colorado Division of Insurance Regulations 3-5-1, Paragraph C of Article VII, requires that "Every Title entity shall be responsible for all matters which appear of record prior to the time of recording whenever the Title entity conducts the closing and is responsible for recording or filing of legal documents resulting from the transaction which was closed." (Gap Protection)

Note 2: Exception No. 4 of Schedule B, Section 2 of this Commitment may be deleted from the Owner's Policy to be issued hereunder upon compliance with the following conditions:

1. The Land described in Schedule A of this commitment must be a single-family residence, which includes a condominium or townhouse unit.
2. No labor or materials may have been furnished by mechanics or materialmen for purpose of construction on the Land described in Schedule A of this Commitment within the past 13 months.
3. The Company must receive an appropriate affidavit indemnifying the Company against unfiled mechanic's and materialmen's liens.
4. Any deviation from conditions A through C above is subject to such additional requirements or Information as the Company may deem necessary, or, at its option, the Company may refuse to delete the exception.
5. Payment of the premium for said coverage.

Note 3: The following disclosures are hereby made pursuant to §10-11-122, C.R.S.:

- (i) The subject real property may be located in a special taxing district;
- (ii) A certificate of taxes due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent; and
- (iii) Information regarding special districts and the boundaries of such districts may be obtained from the County Commissioners, the County Clerk and Recorder, or the County Assessor.

Note 4: If the sales price of the subject property exceeds \$100,000.00, the seller shall be required to comply with the disclosure or withholding provisions of C.R.S. §39-22-604.5 (Non-resident withholding).

Note 5: Pursuant to C.R.S. §10-11-123 Notice is hereby given:

- (a) If there is recorded evidence that a mineral estate has been severed, leased or otherwise conveyed from the surface estate then there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property, and
- (b) That such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note 6: Effective September 1, 1997, C.R.S. §30-10-406 requires that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right and bottom margin of at least one-half inch the clerk and recorder may refuse to record or file any document that does not conform.

Note 7: Our Privacy Policy:

We will not reveal nonpublic personal customer information to any external non-affiliated organization unless we have been authorized by the customer, or are required by law.

Note 8: Records:

Regulation 3-5-1 Section 7 (N) provides that each title entity shall maintain adequate documentation and

records sufficient to show compliance with this regulation and Title 10 of the Colorado Revised Statutes for a period of not less than seven (7) years, except as otherwise permitted by law.

Note 9: Pursuant Regulation 3-5-1 Section 9 (F) notice is hereby given that “A title entity shall not earn interest on fiduciary funds unless disclosure is made to all necessary parties to a transaction that interest is or has been earned. Said disclosure must offer the opportunity to receive payment of any interest earned on such funds beyond any administrative fees as may be on file with the division. Said disclosure must be clear and conspicuous, and may be made at any time up to and including closing.”

Be advised that the closing agent will or could charge an Administrative Fee for processing such an additional services request and any resulting payee will also be subjected to a W-9 or other required tax documentation for such purpose(s).

Be further advised that, for many transactions, the imposed Administrative Fee associated with such an additional service may exceed any such interest earned.

Therefore, you may have the right to some of the interest earned over and above the Administrative Fee, if applicable (e.g., any money over any administrative fees involved in figuring the amounts earned).

Note 10: Pursuant to Regulation 3-5-1 Section 9 (G) notice is hereby given that “Until a title entity receives written instructions pertaining to the holding of fiduciary funds, in a form agreeable to the title entity, it shall comply with the following:

1. The title entity shall deposit funds into an escrow, trust, or other fiduciary account and hold them in a fiduciary capacity.
2. The title entity shall use any funds designated as “earnest money” for the consummation of the transaction as evidenced by the contract to buy and sell real estate applicable to said transaction, except as otherwise provided in this section. If the transaction does not close, the title entity shall:
 - (a) Release the earnest money funds as directed by written instructions signed by both the buyer and seller; or
 - (b) If acceptable written instructions are not received, uncontested funds shall be held by the title entity for 180 days from the scheduled date of closing, after which the title entity shall return said funds to the payor.
3. In the event of any controversy regarding the funds held by the title entity (notwithstanding any termination of the contract), the title entity shall not be required to take any action unless and until such controversy is resolved. At its option and discretion, the title entity may:
 - (a) Await any proceeding; or
 - (b) Interplead all parties and deposit such funds into a court of competent jurisdiction, and recover court costs and reasonable attorney and legal fees; or
 - (c) Deliver written notice to the buyer and seller that unless the title entity receives a copy of a summons and complaint or claim (between buyer and seller), containing the case number of the lawsuit or lawsuits, within 120 days of the title entity's written notice delivered to the parties, title entity shall return the funds to the depositing party. ”

DISCLOSURE STATEMENT

- Pursuant to Section 38-35-125 of Colorado Revised Statutes and Colorado Division of Insurance Regulation 8-1-2 (Section 5), if the parties to the subject transaction request us to provide escrow-settlement and disbursement services to facilitate the closing of the transaction, then all funds submitted for disbursement must be available for immediate withdrawal.
- Colorado Division of Insurance Regulation 8-1-2, Section 5, Paragraph H, requires that "Every title insurance company shall be responsible to the proposed insured(s) subject to the terms and conditions of the title insurance commitment, other than the effective date of the title insurance commitment, for all matters which appear of record prior to the time of recording whenever the title insurance company, or its agent, conducts the closing and settlement service that is in conjunction with its issuance of an owners policy of title insurance and is responsible for the recording and filing of legal documents resulting from the transaction which was closed". Provided that Title Company of the Rockies, LLC conducts the closing of the insured transaction and is responsible for recording the legal documents from the transaction, exception No. 5 in Schedule B-2 will not appear in the Owner's Title Policy and Lender's Title Policy when issued.
- Colorado Division of Insurance Regulation 8-1-2, Paragraph M of Section 5, requires that prospective insured(s) of a single family residence be notified in writing that the standard exception from coverage for unfiled Mechanics or Materialmans Liens may or may not be deleted upon the satisfaction of the requirement(s) pertinent to the transaction. These requirements will be addressed upon receipt of a written request to provide said coverage, or if the Purchase and Sale Agreement/Contract is provided to the Company then the necessary requirements will be reflected on the commitment.
- Colorado Division of Insurance Regulation 8-1-3, Paragraph C. 11.f. of Section 5 - requires a title insurance company to make the following notice to the consumer: "A closing protection letter is available to be issued to lenders, buyers and sellers"
- If the sales price of the subject property exceeds \$100,000.00 the seller shall be required to comply with the Disclosure of Withholding Provisions of C.R.S. 39-22-604.5 (Nonresident Withholding).
- Section 39-14-102 of Colorado Revised Statutes requires that a Real Property Transfer Declaration accompany any conveyance document presented for recordation in the State of Colorado. Said Declaration shall be completed and signed by either the grantor or grantee.
- Recording statutes contained in Section 30-10-406(3)(a) of the Colorado Revised Statutes require that all documents received for recording or filing in the clerk and recorder's office shall contain a top margin of at least one inch and a left, right, and bottom margin of at least one-half of an inch. The clerk and recorder may refuse to record or file a document that does not conform to requirements of this paragraph.
- Section 38-35-109 (2) of the Colorado Revised Statutes, 1973, requires that a notation of the purchasers legal address, (not necessarily the same as the property address) be included on the face of the deed to be recorded.
- Regulations of County Clerk and Recorder's offices require that all documents submitted for recording must contain a return address on the front page of every document being recorded.
- Pursuant to Section 10-11-122 of the Colorado Revised Statutes, 1987 the Company is required to disclose the following information:

- o The subject property may be located in a special taxing district.
- o A Certificate of Taxes Due listing each taxing jurisdiction shall be obtained from the County Treasurer or the County Treasurer's authorized agent.
- o Information regarding special districts and the boundaries of such districts may be obtained from the Board of County Commissioners, the County Clerk and Recorder or the County Assessor.

· Pursuant to Section 10-11-123 of the Colorado Revised Statutes, when it is determined that a mineral estate has been severed from the surface estate, the Company is required to disclose the following information: that there is recorded evidence that a mineral estate has been severed, leased, or otherwise conveyed from the surface estate and that there is a substantial likelihood that a third party holds some or all interest in oil, gas, other minerals, or geothermal energy in the property; and that such mineral estate may include the right to enter and use the property without the surface owner's permission.

Note: Notwithstanding anything to the contrary in this Commitment, if the policy to be issued is other than an ALTA Owner's Policy (6/17/06), the policy may not contain an arbitration clause, or the terms of the arbitration clause may be different from those set forth in this Commitment. If the policy does contain an arbitration clause, and the Amount of Insurance is less than the amount, if any, set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties.

ALTA COMMITMENT FOR TITLE INSURANCE
issued by
CHICAGO TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, Chicago Title Insurance Company, a Florida corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within 180 days after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

CHICAGO TITLE INSURANCE COMPANY

By:


Michael J. Nolan
President

ATTEST:


Marjorie Nemura
Secretary

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

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COMMITMENT CONDITIONS

1. DEFINITIONS

- a. “Discriminatory Covenant”: Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- b. “Knowledge” or “Known”: Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- c. “Land”: The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term “Land” does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.
- d. “Mortgage”: A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- e. “Policy”: Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.
- f. “Proposed Amount of Insurance”: Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.
- g. “Proposed Insured”: Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.
- h. “Public Records”: The recording or filing system established under State statutes in effect at the Commitment Date under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term “Public Records” does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- i. “State”: The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term “State” also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- j. “Title”: The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company’s liability and obligation end.

3. The Company’s liability and obligation is limited by and this Commitment is not valid without:

- a. the Notice;
- b. the Commitment to Issue Policy;
- c. the Commitment Conditions;
- d. Schedule A;

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



CHICAGO TITLE INSURANCE COMPANY

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

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

- a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
 - i. comply with the Schedule B, Part I—Requirements;
 - ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
 - iii. acquire the Title or create the Mortgage covered by this Commitment.
- b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
- c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
- d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
- e. The Company is not liable for the content of the Transaction Identification Data, if any.
- f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
- g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

- a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
- b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
- c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.

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

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ALTA Commitment for Title Insurance (7-1-21)

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- d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
 - e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
 - f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.
7. **IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT**
The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.
8. **PRO-FORMA POLICY**
The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.
9. **CLAIMS PROCEDURES**
This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.
10. **CLASS ACTION**
ALL CLAIMS AND DISPUTES ARISING OUT OF OR RELATING TO THIS COMMITMENT, INCLUDING ANY SERVICE OR OTHER MATTER IN CONNECTION WITH ISSUING THIS COMMITMENT, ANY BREACH OF A COMMITMENT PROVISION, OR ANY OTHER CLAIM OR DISPUTE ARISING OUT OF OR RELATING TO THE TRANSACTION GIVING RISE TO THIS COMMITMENT, MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY. NO PARTY MAY SERVE AS PLAINTIFF, CLASS MEMBER, OR PARTICIPANT IN ANY CLASS OR REPRESENTATIVE PROCEEDING. ANY POLICY ISSUED PURSUANT TO THIS COMMITMENT WILL CONTAIN A CLASS ACTION CONDITION.
11. **ARBITRATION**
The Policy contains an arbitration clause. All arbitrable matters when the Proposed Amount of Insurance is \$2,000,000 or less may be arbitrated at the election of either the Company or the Proposed Insured as the exclusive remedy of the parties. A Proposed Insured may review a copy of the arbitration rules at <http://www.alta.org/arbitration>.

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



Anti-Fraud Statement

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

This anti-fraud statement is affixed to and made a part of this policy.

THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS. LEGAL ADVICE SHOULD BE OBTAINED IN THE DRAFTING OF ANY LEGAL DOCUMENT.

STATEMENT OF AUTHORITY
(§38-30-172, C.R.S.)

1. This Statement of Authority relates to an entity¹ named
Midawwg LLC
2. The type of entity is a:
 corporation
 nonprofit corporation
 limited liability company
 general partnership
 limited partnership

 registered limited liability partnership
 registered limited liability limited partnership
 limited partnership association
 government or governmental subdivision or agency
 trust
3. The entity is formed under the laws of the State of Colorado
4. The mailing address for the entity is 898 Valley Rd, Carbondale, CO 81623, US
5. The name position of each person authorized to execute instruments conveying, encumbering or otherwise affecting title to real property on behalf of the entity is Melanie Crandall, Manager, Midawwg LLC
6. The authority of the foregoing person(s) to bind the entity: is not limited is limited as follows:
7. Other matters concerning the manner in which the entity deals with interests in real property:
none
8. This Statement of Authority is executed on behalf of the entity pursuant to the provisions of §38-30-172, C.R.S.²
9. The Statement of Authority amends and supercedes in all respects any and all prior dated Statements of Authority executed on behalf of the entity.

Executed this: 19th day of September, 2024

Melanie Crandall

Melanie Crandall

Manager

Midawwg LLC

¹ This form should not be used unless the entity is capable of holding title to real property.
² The absence of any limitation shall be prima facie evidence that no such limitation exists.
³ The statement of authority must be recorded to obtain the benefits of the statute.



Reception#: 1001650
 11/08/2024 10:43:18 AM Jacklyn K. Harmon
 2 of 2 Rec Fee:\$18.00 Doc Fee:0.00 GARFIELD COUNTY CO

State of Colorado)
) ss
 County of Eagle)

The foregoing Statement of Authority was acknowledged before me this 19th day of September, 2024 by Melanie Crandall

Witness my hand and official seal.
 My commission expires: 11-08-2026

Kelly Maria Sorto
 Notary Public

KELLY MARIA SORTO
 Notary Public
 State of Colorado
 Notary ID # 20224042902
 My Commission Expires 11-08-2026

WHEN RECORDED RETURN TO:
 Patrick Rawley, AICP, ASLA, Rawley Design Planning LLC
 39 Quail Run, Carbondale, CO 81623, patrick@rawleydesignplan.com