

# BOARD OF COMMISSIONERS HILARY COOPER KRIS HOLSTROM LANCE WARING

# REGULAR MEETING AGENDA Wednesday, April 7, 2021

Join a Meeting, Zoom.us, Meeting Id # 534.180.495, Password 014764, audio 1-301-715-8592 or 1-253-215-8782

- 1. 9:30 am CALL TO ORDER.
- 2. REVIEW OF AGENDA/CALENDAR REVIEW
- 3. 9:32 am CONSENT AGENDA
  - a. Ratification of Commissioner's signatures on a letter of support concerning the expansion of the Electric Transmission facilities bill SB21-072
  - b. Ratification of Commissioner's signatures on a letter supporting legislation on the clean-up of abandoned hardrock mines.
  - c. Ratification of a letter of support to the Colorado Department of Higher Education on behalf of True North Youth Program.
  - d. Ratification of Commissioner's signatures on a letter to Senator Chris Hansen, Senator Don Coram, and Representative Valdez, supporting bill SB21-1117.
  - e. Ratification of Commissioner's signatures on a letter to the Town of Mountain Village for their Comprehensive plan process.
  - f. Ratification of Commissioner's signatures on a letter to the US Forest Service supporting the cleanup actions at the New Dominion Mine.
  - g. Approval of Chair's signature on an Amended and Restated Deed Restriction and Covenant for Christine Capaldo, Lot 22A, Lawson Hill Subdivision/PUD.
  - h. Approval of Angela Dye requesting a reappointment to the Open Space Commission.
  - i. Approval of Jonna Wensel requesting a reappointment to the Historical Commission.
  - j. Approval of the appointment Matthew "Matt" Mogg, Chief Paramedic of the Norwood Fire Protection District, to the West Regional Emergency Medical and Trauma Advisory Council (WRETAC) for a 4-year term
  - k. Other, as needed.

#### 4. ADMINISTRATIVE MATTERS

a. 9:35 a.m. Consideration of appointing Sefra Maples to the Open Space

Commission./MOTION

5 mins Janet Kask, County Parks and Open Space Director

 9:40 a.m. Consideration of approval to purchase a vehicle on behalf of the CORE Program for \$39,516, with funds supported by the Rocky Mountain Health Partners./MOTION

5 mins Jennifer Dinsmore, Chief Administrative officer

 9:45 am HEARING: Consideration of a request by the Assessor to Deny Personal Property Petition 2021-36 for abatement or refund of taxes, TY2019-2020 John Herndon P0090097/MOTION

15 mins Sarah Enders, Assessor's Office

#### 5. PLANNING MATTERS

 a. 10:00 am Public Hearing: Consideration of an amendment to the Alpine Wellness, LLC Marijuana Retail Cultivation Facility Special Use Permit: Add an Outdoor Cultivation Area, 2 temporary greenhouses and a processing/Storage Building./MOTION

45 mins John Huebner, Senior Planner

- b. 10:45 am Consideration of an Annual Review: Spitfire Realty, LLC Special Use Permit to allow restricted use of two Aircraft Landing Areas located on 418-acre parcel within T44N, R10W, Hastings Mesa./MOTION
  - 10 mins John Huebner, Senior Planner
- c. 10:55 am Approval of Chair's signature on Insubstantial Plat Amendment to modify the homesite location for Tract 32, Wilson Mesa Ranch Subdivision.
   5 mins
- d. Other, as needed.

### 6. ADMINISTRATIVE MATTERS - Continued.

 a. 11:00 am Discussion and update with the Building Official on the timeline of the Code Adoption and future goals of the Building Dept.

30 mins Matt Gonzales, Building Official

 b. 11:30 am Consideration of a contribution of \$500 to the Nucla, Naturita Chamber for the Dark Sky Initiative matching funds.

5 mins Kris Holstrom, Commissioner

c. Other, as needed.

#### 7. 11:35 am PARKS AND OPEN SPACE MATTERS

- a. Executive Session: Discussion on a potential land conservation easement, citation (4) (e), MOTION
  - 20 mins Janet Kask, County Parks and Open Space Director
- b. Break 12:00 pm 12:45 pm
- c. Other, as needed.

### 8. 12:45 pm PUBLIC HEALTH AND ENVIRONMENT

(Board of Commissioners sitting as the San Miguel County Board of Public Health and Environment.)

a. 12:45 pm Discussion and update with the San Miguel County Stakeholders concerning the COVID 19 outbreak.

75 mins Grace Franklin, Public Health Director

- b. Potential Executive Session: Concerning Public Health, Meeting with an Attorney, citation (4)(b).
- c. Other, as needed.

### 9. UPDATE WITH THE COUNTY MANAGER/COMMISSIONER UPDATES

 Executive Session: Discussion regarding the Wilson Mesa Parcel County position, citation (4)(e).

Mike Bordogna, County Manager

 Late Addition: Consideration of Chair's signature on a resolution in support of President Biden's pause on new oil and gas leasing on Federal Public Lands./MOTION

5 mins Hilary Cooper, Commissioner

c. Update, and other as needed.

Mike Bordogna, County Manager

- d. Kris Holstrom Update on Outside Meetings
- e. Hilary Cooper Outside Meetings, Updates on Legislation.
- f. Lance Waring Update on Outside Meetings.
- q. Other, as needed.

#### 10. ATTORNEY MATTERS

(Any of these items may involve an Executive Session C.R.S 24-6-402)

a. Consideration of a Resolution 2021-012 by the Board of County
Commissioners Authorizing the Release of Promissory Notes and/or Deeds
of Trust for Unit A, Lot 3 Gold Run Planned Community and the Chair of the
Board to Execute Applicable Documentation to Transfer said Property to the
Town of Telluride./MOTION

Mike Bordogna, County Manager and Amy Markwell, County Attorney

b. Executive Session: Discussion and updates with the Suncor legal case, citation (4)(b).

Amy Markwell, County Attorney

- c. Update on Litigation
- d. Other, as needed

NOTE: This agenda is subject to change, including the addition of items up to 24 hours in advance or the deletion of items at any time. All times are approximate. The County Manager reports may include administrative items not listed. Regular Meetings, Public Hearings, and Special Meetings are recorded, and ACTION MAY BE TAKEN ON ANY ITEM. Formal Action cannot be taken at Work Sessions. For further information, contact the County Administration office at 970-728-3174. If special accommodations are necessary per ADA, contact 970-728-3174 prior to the meeting.

The official, designated posting place for all BOCC notices will be online at https://www.sanmiguelcountyco.gov/liveagenda. Use this link to view the live agenda with any last-minute changes. To be automatically notified, please sign up at www.sanmiguelcountyco.gov, sign up for alerts, and follow the prompts.

### 11. ADJOURNMENT



AGENDA ITEM - 3.a.

TITLE:	
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Ratification of Commissioner's signatures	on a letter of support	concerning the	expansion of t	he Electric
Transmission facilities bill SB21-072				

Prese	nted	by:
Time	need	ed:

### PREPARED BY:

Commissioners

### **RECOMMENDED ACTION/MOTION:**

Approve as presented.

### INTRODUCTION/BACKGROUND:

### **FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

### **ATTACHMENTS:**

Description

Letter of support - Executed Copy

3/30/2021



# **BOARD OF COMMISSIONERS**

### HILARY COOPER KRIS HOLSTROM LANCE WARING

Senator Chris Hansen chris.hansen.senate@state.co.us

Senator Don Coram don.coram.senate@state.co.us

Representative Valdez alex.valdez.house@state.co.us

March 30, 2021

Dear Senator Hansen, Senator Coram and Representative Valdez,

The San Miguel County Board of Commissioners would like to express our strong support for SB21-072. In order to achieve our goal of moving our county organization to 100 percent carbon neutral as soon as possible we need more regional options to connect renewable energy development to the grid. As Senator Coram is well aware, a national solar developer has proposed a 50-100MW solar plant at an existing Tri-State substation in southwest Colorado. 50MW would offset our entire regional electric co-op's load and yet Tri-State has not responded to the proposal, therefore blocking a widely supported and financially viable large-scale renewable option and local jobs to southwest Colorado. We support SB21-072's mission in Section 1 to expand Colorado's electric transmission facilities to enable Colorado to meet its clean energy goals and remove existing barriers to renewable energy development.

We also support the provisions in Section 3 to expand authorization to generation and transmission cooperative electric associations and the federal Western Area Power Association for the installation or use of broadband facilities by commercial broadband suppliers. This is a critical step for us that we will be able to use to complete our long planned regional fiber optic network. As we complete the final middle miles, we need access to existing Tri-State's dark fiber in order to complete the critical redundancy connection.

Our regional broadband project is a decades long partnership of local and state government, non-profits, providers and landowners. SB21-072 will remove the final barriers to enable us to move forward with both our broadband infrastructure and encourage renewable energy development in southwest Colorado to help us meet our climate mitigation goals.

Thank you all for your leadership and let us know how we can help you ensure the passage of SB21-072.

Sincerely, San Miguel County Board of Commissioners

Lance Waring, Chair

Kris Holstrom, Vice Chair

Hilary Cooper, Commissioner



AGENDA ITEM - 3.b.

### TITLE:

Ratification of Commissioner's signatures	on a letter	supporting	legislation	on the	clean-up	of abanc	loned
hardrock mines.							

Presented by: Time needed:

### PREPARED BY:

Commissioners

### **RECOMMENDED ACTION/MOTION:**

To approve as presented.

### INTRODUCTION/BACKGROUND:

### **FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

### **ATTACHMENTS:**

Description Upload Date Letter of support 4/1/2021



# **BOARD OF COMMISSIONERS**

### HILARY COOPER KRIS HOLSTROM LANCE WARING

March 30, 2021

Senator Michael Bennet 261 Russell Senate Bldg., Senate Office Building Washington, DC 20510 john\_whitney@bennet.senate.gov

Representative Neguse 1419 Longworth HOB Washington, DC 20515 sally.anderson@mail.house.gov Senator John Hickenlooper Russel Senate Office bldg. Suite SR-B85, Washington, DC 20510 sarah\_mccarthy@hickenlooper.senate.gov

Representative Lauren Boebert 1609 Longworth HOB Washington, DC 20515 devin.camacho@mail.house.gov

### Dear Senators and Representatives:

The San Miguel County Board of Commissioners would like to express our ongoing support for legislation to clean-up abandoned hardrock mines.

There are over 500,000 abandoned hardrock mine sites in the United States. These sites have been degrading the surrounding air and water quality, wildlife habitat and presenting safety issues for those living near or recreating in the vicinity of these sites. Abandoned mine sites have no responsible party to initiate clean-up actions, but "Good Samaritans" who have no legal responsibility may want to help tackle this problem.

However, current laws and regulations make it difficult, if not impossible, for well-intended, non-responsible parties to perform much-needed mine remediation for fear of long-term liability. This issue of liability is a significant deterrent and it must be addressed with legislation. Congress can help by passing Good Samaritan legislation that will provide necessary liability protections while also holding Good Samaritans accountable to the terms of their permits.

Legislation should enable qualified remediating parties, including organizations and local and state government agencies, to perform voluntary mine remediation work, improving the environment while also fostering job creation in local communities. To ensure that legislation achieves desired objectives, we urge you to consider the following components in a bill:

- The bill should provide protection from future liability from the Clean Water Act and CERCLA once Good Samaritans have successfully completed their permitted work activities. This provision is essential for any Good Samaritan projects.
- Authorize EPA, in coordination with the appropriate state agencies, to approve Good Samaritan pilot projects. A pilot project approach will allow the Good Samaritan concept to be proved up before more expansive legislation is pursued.
- The Clean Water Act liability protection mechanism should be narrowly tailored and ensure that water pollution clean-up results in a significant, measurable improvements.
- The bill should supply adequate public notice and comment for each project.
- The bill should clarify that private landowners who are not responsible for abandoned mine clean up on their lands, but who are willing to work cooperatively with the Good Samaritans and the state, should also receive liability protection over the life of the clean-up project.
- Projects must meet applicable water quality standards to the maximum extent practicable given site conditions and feasible remediation techniques.
- The bill should consider funding mechanisms. Remediation of abandoned mine pollution is a long-term job, and long-term funding is needed to tackle this pervasive problem.

Ultimately we would like to see much-needed reform to our 1872 Mining Law. In the meantime, we ask that you make Good Samaritan legislation a priority to start to see more active clean-up efforts of abandoned hard rock mines which are dispersed throughout San Miguel County.

Sincerely, San Miguel County Board of Commissioners

Lance Waring, Chair

HMBornes



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### TITLE:

Ratification of a letter of support to the Colorado Department of Higher Education on behalf of True North Youth Program.

Presented by: Time needed:

### PREPARED BY:

Mike Bordogna, County Manager

### **RECOMMENDED ACTION/MOTION:**

To approve as presented.

### INTRODUCTION/BACKGROUND:

### **FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

### **ATTACHMENTS:**

Description Upload Date
True North Letter of Support 3/16/2021



# **BOARD OF COMMISSIONERS**

### HILARY COOPER KRIS HOLSTROM LANCE WARING

Shelley Banker
Director, Colorado Opportunity Scholarship Initiative
Colorado Department of Higher Education
1600 Broadway, Suite 2200
Denver, CO 80202

March 16, 2021

Re: COSI County Allocation - Letter of Support

Dear Ms. Banker:

Please accept this letter of support on behalf of San Miguel County for the application being submitted by True North Youth Program to the Colorado Opportunity Scholarship Initiative - County Matching Scholarships.

We have allocated \$5,000 per year for True North Youth Program for the past couple of years, and this money has been approved for use as direct scholarships in accordance with True North's board directives.

We understand that if awarded the Matching Scholarship Grant from COSI, True North will apply future funding from San Miguel County, along with their own private donors, toward Matching Scholarships for high school seniors who graduate from high school in San Miguel County

This is the only application that will be made for Matching Scholarship Funding on our behalf. We look forward to working with True North Youth Program to increase access and affordability to higher education for the residents of San Miguel County.

Sincerely, San Miguel County Board of Commissioners

Lance Waring, Chair

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AGENDA ITEM - 3.d.

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Ratification of Commissioner's signatures on a letter to Sena	tor Chris Hansen, Senator Don Coram, an
Representative Valdez, supporting bill SB21-1117.	

<b>Presented by:</b>
Time needed:

### PREPARED BY:

Commissioners

### **RECOMMENDED ACTION/MOTION:**

### INTRODUCTION/BACKGROUND:

### **FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

### **ATTACHMENTS:**

Description Upload Date Final letter 3/26/2021



# **BOARD OF COMMISSIONERS**

### HILARY COOPER KRIS HOLSTROM LANCE WARING

Senator Coram don.coram.senate@state.co.us

Senator Julie Gonzales julie.gonzales.senate@state.co.us

Senator Robert Rodriguez robert.rodriguez.senate@state.co.us

March 26, 2021

RE: HB21-1117 Support

Dear Senator Coram, Senator Gonzales and Senator Rodriguez,

The San Miguel County Board of Commissioners would like to express our strong support of HB21-1117, Local Government Authority to Promote Affordable Housing Units. Affordable housing is one of the greatest challenges we face in San Miguel County. It is a challenge that touches each one of our communities, from the resort towns of Telluride and Mountain Village to the frontier rural town of Norwood and the west end. The COVID-19 pandemic has unfortunately exacerbated the crisis as high income individuals and families have moved to the mountains and purchased the limited supply of housing available, driving up the cost of housing and driving out the renters who constitute our workforce. There is no magic bullet to our housing crisis and we need as many tools as possible, including inclusionary zoning, to address the shortage.

HB21-1117 as written recognizes the unique land prices and housing market demands around the state and we do not support amendments that reduce that flexibility. Increasing density alone to increase affordability may work in one area of the State, but increased density is not always the most effective tool in our communities. Affordability in one part of the State is not affordability in another part of the state. Our current free market housing rates are so high that our workforce earning 60 to 200 percent of Average Median Income (AMI) is priced out of free market housing.

As higher income home buyers, many of them part time residents, flood our county, we need this inclusionary zoning tool in order to maintain and create economically diverse and inclusive development and communities. There is no naturally occurring affordable housing in our region. Our local governments are partnering with each other to build as

many units as possible, but it is not enough. In order to meet our affordable housing demand we need to continue with local government, publicly funded developments and the option to regulate the development and use of land to promote the new development or redevelopment of affordable housing units.

Local governments are best suited to evaluate our local economic conditions, workforce and community needs and land use solutions and this bill will provide an additional tool for us to address our critical affordable housing shortage.

We thank the sponsors for this useful bill and offer our assistance to ensure its passage.

Sincerely, San Miguel County Board of Commissioners

Lance Waring, Chair

Kris Holstrom, Vice Chair

Hilary Cooper, Commissioner

CC:

Eleni Angelides, eleni.angelides@state.co.us Allie Kimmel, Allie.kimmel@state.co.us David Oppenheim, david.oppenheim@state.co.us Rick Garcia, rick.garcia@state.co.us



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Ratifi	ication of Commiss	sioner's signature	es on a le	etter to the	Town of	Mountain	Village for t	heir Coı	nprehensive
plan p	process.								

Prese	ented	by:
Time	need	ed:

### PREPARED BY:

Commissioners

### RECOMMENDED ACTION/MOTION:

### INTRODUCTION/BACKGROUND:

### **FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

### **ATTACHMENTS:**

Description Upload Date Comments 4/1/2021



# **BOARD OF COMMISSIONERS**

### HILARY COOPER KRIS HOLSTROM LANCE WARING

Comments submitted to the Mountain Village community input on Comprehensive Plan amendment process

- 1. Demographics: By 2050, the State Demographer is projecting San Miguel County's population will nearly double. Currently, Mountain Village is home to about 18% of the County's population. If that share remains unchanged, that is still another 1,000 people living in Mountain Village in the next 30 years. As the Comprehensive Plan is updated, it is important that Mountain Village look at future density and population growth on a regional basis and ensure Mountain Village, which has the infrastructure needed to serve the existing and future population, continues to accommodate and keep pace with that growth.
- 2. Economic Development: Concurrent with population growth will come new businesses and demand for goods and services. While Mountain Village occupies an economic niche for the most part, it is important that a share of the regional growth and development of businesses be accommodated within Mountain Village, serving both local residents and visitors.
- 3. Affordable Housing: There is at present a severe shortage of housing for people who work in the east end of the County. The 2018 San Miguel County Housing Needs Assessment noted a 400-unit deficit at the time of the study, with another 300-350 units needed by 2026. This does not take into account the loss of rental units during the pandemic, as owners have decided to occupy homes that were previously rentals, or rentals have been sold and removed from the rental market. The lack of affordable housing has led to greater traffic impacts and affected the ability of local business owners to have a stable pool of workers. The region is running out of land suited to housing. Land must have access to water and wastewater, must be reasonably close to jobs, and must not be constrained by site conditions or regulatory barriers that make construction difficult. Mountain Village has land that is suited to the construction of workforce housing. The Comprehensive Plan must identify where housing can be built and include achievable and meaningful implementation measures that will lead to the construction of affordable/workforce housing.
- 4. Sustainability: San Miguel County is committed to sustainability socially, economically and environmentally. Key components of sustainability include a reduction in reliance on fossil fuels, a reduction of greenhouse gas emissions, an increase in energy efficiency, and green infrastructure. We strongly encourage Mountain Village to incorporate goals and implementation measures for sustainability into the Comprehensive Plan.
- 5. Resiliency: Over the past 15 years, we have been tested by a recession, floods, drought, and a pandemic. Regionally and statewide, we have been affected by wildfires. The impacts have been both economic and environmental. Climate change and all the ways it manifests is a significant threat to our future well-being and vitality. It is important to plan for Community Resiliency, to ensure that the government and citizens are prepared for these threats, can respond during the events, and have a plan to come out stronger.
- 6. Regional consistency: While this Comprehensive Plan update is specific to Mountain Village, it is important that it also recognize Mountain Village's place in the larger region. The

plan should complement and support the planning efforts for the entire area, including the Town of Telluride and San Miguel County.

Sincerely, San Miguel County Board of Commissioners

Lance Waring, Chair

Kris Holst**y**om, Vice Chair

Hilary Cooper, Commissioner



### AGENDA ITEM - 3.f.

TITLE:
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Ratification of Commissioner's signatures	on a letter to	the US	Forest Servi	ice supporting th	e cleanup	actions
at the New Dominion Mine.						

<b>Presented by:</b>	
Time needed:	

### PREPARED BY:

Commissioners

### **RECOMMENDED ACTION/MOTION:**

### INTRODUCTION/BACKGROUND:

### **FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

### **ATTACHMENTS:**

Description Upload Date Executed Document 3/30/2021



# **BOARD OF COMMISSIONERS**

### HILARY COOPER KRIS HOLSTROM LANCE WARING

March 30, 2021

Curtis Cross curtis.cross@usda.gov
Seth Ehret Seth.Ehret@usda.gov
Megan Eno megan.eno@usda.gov US Forest Service
216 North Colorado St.
Gunnison, CO. 81230

To Whom It May Concern:

San Miguel County supports the proposed cleanup actions being recommended in Alternative #2 of the New Dominion Mine EECA draft document. We support the creation of clean water diversions around the mine waste rock piles (tailings) and the capping or covering of those tailings to prevent further water infiltration to reduce the generation of acid mine drainage (AMD).

Please contact us if you have any questions about our position.

Sincerely,
San Miguel County
Board of Commissioners

Lance Waring, Chair

Kris Holst om, Vice Chair

Cc: Corinne Platt, Town of Ophir Ken Haynes, Town of Ophir



AGENDA ITEM - 3.g.

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Approval of Chair'	s signature on a	an Amended a	nd Restated	Deed Res	striction an	d Covenant fo	or Christine
Capaldo, Lot 22A,	Lawson Hill S	Subdivision/PU	JD.				

Presented by: Time needed:

### PREPARED BY:

Land Title

### **RECOMMENDED ACTION/MOTION:**

To approve as presented.

### INTRODUCTION/BACKGROUND:

See attached.

### **FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

### **ATTACHMENTS:**

Description Upload Date Capaldo Deed Restriction 3/29/2021

### AMENDED AND RESTATED

### DEED RESTRICTION AND COVENANT Lot 22A, Lawson Hill Subdivision/PUD

THIS AMENDED AND RESTATED	DEED RESTRICTION	AND COVENANT ("Covenant") is
entered into as of thisl day of _	<i>March</i> , 202	1 ("Effective Date"), by and among the
following persons and parties:		

- 1. The County of San Miguel, State of Colorado acting by and through its Board of County Commissioners, whose address is P.O. Box 1170, 333 W. Colorado Ave., 3rd Floor, Telluride, Colorado 81435 ("County");
- 2. The San Miguel County Housing Authority, whose address is P.O. Box 1170, 333 W. Colorado Ave., 3rd Floor, Telluride, Colorado 81435 ("County Housing Authority");
- 3. Christine Capaldo, (individually or collectively, "Subject Property Owner"), whose current mailing address is as follows: 678 South Park Road, Telluride, Colorado 81435.

The County, County Housing Authority, and Subject Property Owner are sometimes individually referred to as a "Party" and sometimes collectively as the "Parties." The Parties hereby agree as follows:

#### RECITALS

The Parties acknowledge and agree to the following Recitals and further agree that each Recital: (a) forms a portion of the basis of this Covenant; and (b) is incorporated in this Covenant.

- A. This Covenant is intended to help preserve a sufficient supply of Deed Restricted Property to meet the needs of locally employed residents of the Telluride R-1 School District while allowing customary free-market (unrestricted) practices to influence the sale and rental of Deed Restricted Property as much as possible.
- B. The Subject Property Owner is the current, fee simple owner of **Lot 22A**, Lawson Hill Subdivision/PUD pursuant to the Subdivision Governing Documents, San Miguel County, Colorado ("Subject Property").
- C. The County granted its approval for the Subdivision within which the Subject Property is included, which approvals include the County PUD/Subdivision Approvals and other relevant approvals ("County Approvals"). The Subject Property is located within the Subdivision.
- D. Through the implementation of the County Approvals, certain covenants were placed on the Subject Property, including the Original Plat Note. The Original Plat Note was intended to govern certain aspects of the ownership, use and occupancy of the Subject Property by requiring all such ownership, use and occupancy to comply with certain provisions of the San Miguel County Land Use Code, specifically the guidelines, rules and regulations contained in LUC Section 5-1305.
- E. In addition to LUC Section 5-1305, which is referenced in the Original Plat Note, LUC Section 5-1306 also applies to the Subject Property and governs certain specific aspects of the ownership, use and occupancy of the Subject Property.
- F. For purposes of simplicity and use in this Covenant, the Parties agree that for definitional purposes, the Original Plat Note, LUC Section 5-1305, LUC Section 5-1306 and any other related

and Title 86011019

documents, instruments or agreements restricting ownership, use and occupancy of the Subject Property, if any, are collectively referred to herein as the "Original Deed Restriction."

- G. The Original Deed Restriction continues to encumber the Subject Property and constitutes a covenant and restriction burdening the Subject Property and running with title to Subject Property.
- H. The Parties intend that the purpose of this Covenant is to: (a) terminate and extinguish the Original Deed Restriction, except with respect to any Option to Purchase and/or any Co-Borrower Agreement; and (b) substitute the terms, conditions and restrictions contained in this Covenant for the terms, conditions and restrictions contained in the Original Deed Restriction, except with respect to any Option to Purchase and/or any Co-Borrower Agreement, which shall continue to be effective pursuant to its original terms and conditions. This Covenant, upon its execution by the Parties and recording in the public records of the San Miguel County Clerk and Recorder, shall hereafter govern certain of the terms and conditions of ownership, use and occupancy of the Subject Property by the Subject Property Owner, and the subject Property Owner's heirs, successors and assigns as addressed herein.
- I. For the purposes set forth above and herein, the Subject Property Owner, the Subject Property Owner's heirs, successors and assigns, and all persons acquiring an interest in the Subject Property, whether or not it shall be so expressed in any deed or other instrument of conveyance, shall be deemed to covenant and agree during the period of their ownership interest in the Subject Property, to hold their interest(s) subject to the covenants and restrictions contained in this Covenant, which shall be deemed to run with title to the Subject Property for the specified duration of the Covenant.
- J. The Parties recognize and agree that the Subject Property may be included in one or more common interest ownership communities, each of which is governed by a Homeowners' or Condominium Owners Association, and that the Homeowners' or Condominium Owners Association has promulgated certain governing documents, including, without limitation, the Subdivision Governing Documents, that may further affect the use of the Subject Property. Nothing herein is intended to alter or diminish the respective duties and obligations of the Subject Property Owner to comply with any terms and conditions of such Subdivision Governing Documents that may be more restrictive then the terms and conditions of this Covenant.
- K. Capitalized terms shall have the meanings set forth in Section 12 of this Covenant if not otherwise defined herein.

#### **COVENANT**

**NOW, THEREFORE**, in consideration of the foregoing Recitals, which are hereby incorporated in this Covenant as substantive provisions, the mutual covenants, restrictions and equitable servitudes stated herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby represent, covenant and agree as follows:

#### Section 1. Deed Restriction.

#### 1.1. Termination of Original Deed Restriction.

1.1.1. Except as provided for below, all components of the Original Deed Restriction: (a) are each hereby forever terminated, extinguished and vacated and will no longer be considered a covenant or restriction burdening the Subject Property or binding the Subject Property Owner; (b) shall no longer have any force, effect, or legal significance with respect to the ownership, use and occupancy of the Subject Property; and (c) is replaced by this Covenant.

- 1.1.2. The foregoing provisions of Section 1.1.1 notwithstanding, the Parties intend that any Option to Purchase or Co-Borrower Agreement recorded before the Effective Date shall not be altered, amended, modified, terminated or otherwise extinguished by the execution of this Covenant and that the Option to Purchase will continue to apply to and affect the Subject Property in accordance with the terms and conditions stated in the Option to Purchase.
- 1.1.3. The foregoing provisions of Section 1.1.1 notwithstanding, the Parties further intend that: (a) no substantive rights of a Lender, if any existed under the Original Deed Restriction, are intended to be altered, amended, modified, terminated or otherwise extinguished by the execution of this Covenant; (b) no consent by the Lender is required by the County or is being obtained in connection with the execution of this Covenant; and (c) should a Lender at any time during the Term determine that Lender's consent was required for this Covenant and the failure to obtain such Lender consent was determined to be an event of default under the documents evidencing the Secured Obligation, the Parties intend that this Covenant shall be terminated and extinguished from the Subject Property and that the Original Deed Restriction shall automatically apply to and become a covenant against the Subject Property until such time as Lender executes and delivers its consent to this Covenant. The Parties agree to cooperate and assist each other in executing any document necessary to evidence the reversion of the Covenant in the event of an objection by Lender.

#### 1.2. Establishment of the Covenant.

- **1.2.1.** As of the Effective Date, the terms and conditions of this Covenant shall completely and conclusively govern the ownership, use and occupancy of the Subject Property relative to the subject matter herein.
- **1.2.2.** No subsequent changes that may be made to the Original Plat Note, or to LUC Sections 5-1305 or 5-1306 will have any affect or impact to this Covenant, including the ownership, use and occupancy of the Subject Property.
- **1.2.3.** The Subject Property Owner shall not permit any ownership, use or occupancy of the Subject Property except in compliance with this Covenant.
- 1.2.4. The terms and conditions of this Covenant reflect the complete and entire understanding of the Parties with respect to the matters addressed herein and no other documents, laws, regulations, guidelines and the like shall be applied against Subject Property Owner in connection with its use of the Subject Property that purport to modify or amend the terms and conditions of this Covenant.
- 1.3. <u>Term</u>. The "Term" of this Covenant shall commence on the Effective Date and shall continue until May 18, 2042 ("Expiration Date"). At the option of the County, the duration of this Covenant may be extended after the Expiration Date for an additional period of fifty (50) years after public hearing and comment on the proposed extension. Any other amendment must be agreed to in writing by all Parties as provided for in this Covenant.
- 1.4. Administration and Enforcement. This Covenant shall be administered by the County or its designee ("Administrator"). This Covenant shall be enforceable by the County by any appropriate legal or equitable action, including but not limited to specific performance, injunction, abatement or eviction of non-complying Subject Property Owners or Occupants, or such other remedies and penalties as may be specified in this Covenant.
- 1.5. <u>Termination</u>. This Covenant shall not terminate except upon the occurrence of any one of the following events, at which time this Covenant shall be deemed to have automatically expired and either Party may, but need not, record a termination statement evidencing the termination:

- **1.5.1.** Expiration. Expiration of the Term of this Covenant as set forth in Section 1.3.
- **1.5.2.** <u>Foreclosure</u>. If an Option to Purchase has been executed and recorded, this Covenant may terminate in the manner provided for in the Option to Purchase.
- 1.5.3. By the County. The County expressly reserves the right to terminate this Covenant, including but not limited to the right to vacate and extinguish the effect of the terms, conditions, covenants and restrictions as it relates to the Subject Property by recording a "Termination of Amended and Restated Deed Restriction Covenant" in the Official Records executed by all of the then Subject Property Owners of the Subject Property and by the County.

### 1.6. Limitation on Amendments to Covenant.

- 1.6.1. This Covenant shall not be amended or modified without the prior, written consent of the Subject Property Owner and the County, in their respective, sole and exclusive discretion. Any proposed modification to this Covenant shall be first referred to all applicable Association's governing the Subject Property and the Association(s) shall be given a reasonable opportunity to review and comment on the proposed amendment prior to its execution.
- **1.6.2.** Nothing herein shall preclude the County from amending LUC Sections 5-1305 and 5-1306 from time to time, provided that no such amendments to LUC Sections 5-1305 and 5-1306 shall apply to or otherwise affect the use, ownership or occupancy of the Subject Property unless this Covenant is amended in writing to incorporate such amendments as agreed to by the Subject Property Owner and the County.
- 1.7. Subject to Market Forces. Except as specifically stated in this Covenant, resale of the Subject Property is subject to normal market forces. Nothing herein shall be construed to constitute a representation or guarantee by the County that on resale the Subject Property Owner shall obtain any profit, or return on investment. The Subject Property Owner hereby recognizes, acknowledges and understands that neither the County nor the Administrator is required or obligated in any manner to aid the Subject Property Owner in receiving any particular resale price. The Subject Property Owner further recognizes, acknowledges and understands that depending on market conditions at the time of resale, the Subject Property Owner may incur a loss upon resale of the Subject Property.
- 1.8. Price Appreciation Caps. The County will not enter into any agreement with the Subject Property Owner that imposes a Price Appreciation Cap on the Subject Property, unless the applicable Association(s) expressly agrees to such Price Appreciation Cap in writing. This provision does not preclude San Miguel County, as an owner, from negotiating a profit sharing requirement or any other mechanism to recoup its expenditure of funds during the resale of the Affordable Housing unit.

### Section 2. <u>Purchasing the Subject Property</u>.

- 2.1. <u>Limitation on Purchase</u>. Purchase of the Subject Property is limited to Qualified Purchasers and their Spouses. Although a Spouse of a Qualified Purchaser may take title to the Subject Property, a Spouse of a Qualified Purchaser is not a Qualified Purchaser unless he or she becomes an Ownership Applicant and independently receives approval as a Qualified Purchaser. The Administrator shall approve an Ownership Applicant as a Qualified Purchaser if the Ownership Applicant satisfies: (1) the Current Local Employee Standard; (2) the Retired or Disabled Local Employee Standard; or (3) the Alternative Standard. The Ownership Applicant must submit documentation sufficient for the Administrator to verify that he or she meets the applicable standard.
- **2.1.1.** Current Local Employee Standard. The Ownership Applicant: (a) has maintained his or her Primary Residence within the Four County Region for at least eight of the twelve months

immediately preceding the date that the Administrator receives the Ownership Applicant's Purchase Application; (b) has earned Qualifying Income for at least 1032 hours of the twelve months immediately preceding the date that the Administrator receives his or her Purchase Application, and is currently earning Qualifying Income; and (c) for the particular eight to twelve months that establish the Ownership Applicant's residency under Section 2.1.1(a) above, the Ownership Applicant's Household Non-Qualifying Income calculated during that period does not exceed the Ownership Applicant's Household Qualifying Income.

- **2.1.2.** Retired or Disabled Local Employee Standard. The Ownership Applicant is Retired or is Disabled, and for at least five of the eight years immediately preceding the date that the Administrator receives their Purchase Application, the Ownership Applicant: (1) has maintained his or her Primary Residence within the Four County Region for at least eight months of each applicable year; (2) was earning Qualifying Income for at least 1032 hours of each applicable year; and (3) for each applicable year, the Ownership Applicant's Household Non-Qualifying Income did not exceed the Ownership Applicant's Household Qualifying Income.
- 2.1.3. <u>Alternative Standard</u>. For each of the three years immediately preceding the date that the Administrator receives their Purchase Application: (1) the Ownership Applicant has maintained his or her Primary Residence within the Telluride R-1 School District for at least eight months of each year; (2) the sum of the Ownership Applicant's Household Qualifying Income and Household Non-Qualifying Income does not exceed 100% AMI for the applicable household size; and (3) the Ownership Applicant's Total Household Assets amount to no more than two times the Contract Price of the Subject Property.
- **2.2.** <u>Public Sector Employment.</u> An Ownership Applicant seeking approval as a Qualified Purchaser pursuant to the Current Local Employee Standard and hired by a Public Sector Employer may not be required to meet the employment-term requirement, subject to the approval of the County.
- 2.3. <u>Co-Borrower</u>. A person who does not meet the requirements for approval as a Qualified Purchaser, but who is necessary as a co-borrower in order for an Ownership Applicant to obtain financing, may be listed on title to the Subject Property provided that: (1) the Ownership Applicant provides the Administrator with a letter from the Lender stating the co-borrower's name and relationship to the Ownership Applicant, and that the co-borrower is necessary and must be listed on title in order for the Ownership Applicant to obtaining financing to purchase the Subject Property; and (2) the Ownership Applicant and the co-borrower enter into a Co-Borrower Agreement providing that, in the event the co-borrower takes full title to the Subject Property for any reason, the co-borrower shall notify the Administrator immediately, and shall either sell the Subject Property to a Qualified Purchaser or otherwise comply with the terms of this Covenant within one year of the date that the co-borrower takes full title.

#### Section 3. Renting the Subject Property.

3.1. Subject Property Owner Approval to Rent. The Subject Property Owner may not rent or lease the Subject Property, or any portion of the Subject Property, for any amount of time, without written approval from the Administrator, which approval shall be in accordance with the terms of this Section 3. If the Subject Property Owner intends to continue to occupy the Subject Property as his or her Primary Residence and will share occupancy with the Qualified Tenant(s) then the Administrator shall issue a written approval to the Subject Property Owner to rent the Subject Property within five business days after the Subject Property Owner notifies the Administrator of the Subject Property Owner's intent to rent the Subject Property. If the Subject Property Owner does not intend to occupy the Subject Property as his or her Primary Residence then the Subject Property Owner must comply with any other requirements pursuant to this Covenant prior to receiving an approval to rent from the Administrator. An approval to rent operates only to allow the Subject Property Owner to offer the Subject Property for rent. All

potential Occupants must submit a Rental Application and receive approval as a Qualified Tenant prior to occupying the Subject Property.

- 3.2. Rental Regulations. Any advertisement to rent the Subject Property shall specify that all potential renters must receive approval as a Qualified Tenant prior to occupying the Subject Property. The Subject Property Owner shall provide the Administrator with a fully executed copy of the lease or other occupancy agreement no later than ten business days after it is fully executed. The Subject Property Owner may not lease the Subject Property for a term of less than thirty days.
- 3.3. <u>Limitation on Rental Occupants</u>. Occupancy of the Subject Property pursuant to a lease, rental, or other occupancy agreement, is limited to Qualified Tenants. The Administrator shall approve a Rental Applicant as a Qualified Tenant if the Rental Applicant: (1) is earning Qualifying Income for an average of at least thirty hours per week, or (2) demonstrates an intent to earn Qualifying Income for an average of at least thirty hours per week. The Rental Applicant must submit documentation sufficient to verify compliance with the requirements for approval as a Qualified Tenant.
- 3.4. No County Liability. Nothing herein requires, or shall be construed to require the County or the Administrator, or any officer, director, employee, agent, designee, assignee, or successor thereof, to protect or indemnify the Subject Property Owner against any loss attributable to rental, including but not limited to non-payment of rent or damage to the Subject Property; nor shall the County or the Administrator, or any officer, director, employee, agent, designee, assignee, or successor thereof, be responsible for locating a Qualified Tenant to occupy the Subject Property in the event that the Subject Property Owner is unable to find a Qualified Tenant, or if a Qualified Tenant fails to occupy the Subject Property for the entire term of the lease.

### Section 4. Selling the Subject Property.

- 4.1. <u>Listing the Subject Property</u>. In the event the Subject Property Owner desires to sell the Subject Property, the Subject Property Owner shall submit written notice to the Administrator of their intent to sell the Subject Property, which notice must be submitted at least five days prior to offering the Subject Property for sale. The Subject Property Owner may sell the Subject Property for sale by owner or list and sell the Subject Property through a real estate broker licensed in the state of Colorado.
- **4.2.** County Transfer Fee. Upon closing, the seller shall pay a County Transfer Fee to the County in an amount equal to 1% of the sales price. If the fee imposed by this Section 4.2 is not paid when due, then the fee, all costs of collection of the fee, and interest on the unpaid balance at a rate of 8% per year or at the statutory interest rate in C.R.S. § 5-12-102, as amended, whichever is less, shall constitute a perpetual lien on the Subject Property. The County may foreclose this lien in the same manner as property tax liens of the County.
- 4.3. Waiver of County Transfer Fee. The seller is not required to pay the County Transfer Fee if the seller has already purchased another Deed Restricted Property or if the seller purchases another Deed Restricted Property no more than six months after closing on the sale of the Subject Property. If the seller has not already purchased another Deed Restricted Property, the seller shall make arrangements, to the satisfaction of the Administrator, to place the County Transfer Fee in escrow, and the fee shall remain in escrow until the first to occur of the following two events: (1) The seller acquires title to another Deed Restricted Property within six months of closing on the sale of the Subject Property, and has not purchased any material interest in any other Residential Property in the Telluride R-1 School District in the interim, in which case the County Transfer Fee shall be refunded to the seller; or (2) The seller has not acquired title to another Deed Restricted Property within six months of closing on the sale of the Subject Property, in which case the County Transfer Fee shall be paid to the County.

#### Section 5. Continuing Ownership.

- 5.1. <u>Limitation on Continuing Ownership</u>. Ownership of the Subject Property is limited to Qualified Owners and their Spouses. The Administrator may, at any time: (1) require the Subject Property Owner to verify that he or she is a Qualified Owner, (2) require the Subject Property Owner to verify that any Occupant is a Qualified Occupant, (3) require the Subject Property Owner to verify that he or she has not defaulted in any Secured Obligation related to the Subject Property, and/or (4) require the Subject Property Owner to verify that he or she is otherwise fully compliant with this Covenant. The Subject Property Owner shall be given a reasonable time to respond to such requests.
- **5.2.** Approval as a Qualified Owner. The Administrator shall approve a Subject Property Owner as a Qualified Owner if the Subject Property Owner satisfies: (1) the Continuing Residence Standard, and (2) the Continuing Employment Standard.
- **5.2.1.** Continuing Residence Standard. The Subject Property Owner has occupied the Subject Property as his or her Primary Residence for at least eight of the twelve months immediately preceding the Compliance Date, as evidenced by documentation the Administrator may request, or, if acceptable to the Administrator, by an affidavit affirming the same.
- **5.2.2.** Continuing Employment Standard. The Subject Property Owner supplies documentation that the Administrator acknowledges is sufficient to verify at least one of the following.
- (a) The Subject Property Owner has been employed for and earning Qualifying Income on at least 1032 hours of the twelve months immediately preceding the Compliance Date.
  - (b) The Subject Property Owner is Retired.
- (c) The Subject Property Owner is at least 55 years of age and has maintained Primary Residence in the Telluride R-1 School District for a total of at least twenty years and has owned property subject to the County, Town of Telluride or Town of Mountain Village deed restriction, in compliance with the terms of such applicable deed restriction, for the five years immediately preceding the Compliance Date.
  - (d) The Subject Property Owner is the Spouse of a Qualified Owner.
- (e) The Subject Property Owner is the surviving Spouse of a deceased Subject Property Owner.
- (f) The Subject Property Owner is the former Spouse of a Qualified Owner and acquired title to the Subject Property as: (i) the Spouse of a Qualified Purchaser; (ii) the Spouse of a Qualified Owner; or (iii) pursuant to a court approved property settlement or other court order.
- (g) The Subject Property Owner previously was a Qualified Owner, but is currently unemployed; provided that for at least eight of the twelve months immediately preceding the Compliance Date, the Subject Property Owner met the requirements for approval as a Qualified Owner and/or received unemployment benefits from the Colorado Department of Labor.
- 5.3. <u>Transfer of Title</u>. The Subject Property Owner must receive approval from the Administrator prior to entering into or executing any transaction that conveys title to an interest in the Subject Property, including but not limited to transfer of title to an Estate Planning Entity.

- **5.4.** Exemptions. If the Subject Property Owner supplies documentation sufficient to verify any of the following, he or she shall be exempt from the Continuing Residence Standard, the Continuing Employment Standard, or both in accordance with the terms and conditions set forth below.
- 5.4.1. <u>Beneficiary Owner</u>. The Subject Property Owner is a Beneficiary Owner; provided that he or she notifies the Administrator within thirty days of the date that he or she acquires title to the Subject Property and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation. A Beneficiary Owner shall be exempt from both the Continuing Residence and Continuing Employment Standards and shall be deemed a Qualified Owner for all purposes in connection with this Covenant, for one year after acquiring title to the Subject Property. Furthermore, a Beneficiary Owner shall receive an automatic Approval to Rent for one year after acquiring title to the Subject Property. After one year, a Beneficiary Owner must receive approval as a Qualified Owner or otherwise comply with the terms of this Covenant.
- **5.4.2.** Co-Borrower. The Subject Property Owner is on title to the Subject Property as a Co-Borrower pursuant to Section 2.3. A Co-Borrower who is a Subject Property Owner shall be exempt from the Continuing Residence and Continuing Employment Standards as long as he or she is compliant with the terms of the Co-Borrower Agreement.
- 5.4.3. Absence for Less than One Year. The Subject Property Owner will be absent from the Four County Region for a period of time greater than four months but not greater than one year; provided that the Subject Property Owner notifies the Administrator at least one month before starting the leave of absence, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation. The Subject Property Owner shall be exempt from both the Continuing Residence and Continuing Employment Standards for one year after the date the Subject Property Owner begins the leave of absence. The Subject Property Owner must receive approval as a Qualified Owner no later than one year after returning from the leave of absence.
- **5.4.4.** Military Service. The Subject Property Owner will be absent from the Four County Region due to United States military orders, provided that: (1) the Subject Property Owner notifies the Administrator within five days of receiving the United States military order, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation; (2) the Subject Property Owner maintains the Subject Property as their legal residence for tax purposes; (3) if the Subject Property Owner is registered to vote in San Miguel County at the time they receive the military orders, the Subject Property Owner maintains voter registration in San Miguel County; and (4) the Subject Property Owner receives approval as a Qualified Owner within one year after he or she is no longer under such United States military orders. The Subject Property Owner shall be exempt from both the Continuing Residence and Continuing Employment Standards for as long as the Subject Property Owner is unable to meet the standards due to United States military orders.
- 5.4.5. Family Medical Need. The Subject Property Owner does not, or will not reside, at the Subject Property in order to care for an Immediate Family member who has a Serious Health Condition, as defined in the Family and Medical Leave Act, 29 U.S.C. § 2611, as amended, provided, however, that the Subject Property Owner notifies the Administrator at least one month after he or she no longer occupies the Subject Property as his or her Primary Residence, and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation, which documentation, except as prohibited by applicable law, shall include documentation from the Immediate Family Member's Health Care Provider, as defined in the Family and Medical Leave Act, 29 U.S.C. § 2611, as amended, evidencing the need for the Subject Property Owner's absence. The Subject Property Owner must receive approval as a Qualified Owner within one year of when the Family Medical Need ceases.
- **5.4.6.** <u>Disability.</u> The Subject Property Owner is Disabled, provided, however, that the Subject Property Owner notifies the Administrator within one month of when he or she no longer meets

the Continuing Employment Standard and the Administrator acknowledges receipt of the notification and sufficiency of the provided documentation. The Subject Property Owner shall be exempt from the Continuing Employment Standard for as long as the Subject Property Owner is Disabled. The Subject Property Owner shall also be exempt from the Continuing Residence Standard for one year after the date he or she provides the Administrator with the notice required herein.

#### Section 6. Continuing Occupancy.

- **6.1.** <u>Limitation on Continuing Occupancy</u>. Occupancy of the Subject Property is limited to Qualified Owners and their Spouses, and to Qualified Occupants. The Administrator may, at any time, require any Occupant to verify that he or she is a Qualified Occupant and/or is otherwise fully compliant with this Covenant.
- 6.2. Approval as a Qualified Occupant. The Administrator shall approve an Occupant as a Qualified Occupant if the Occupant does not own or control any interest or right in the Subject Property whatsoever and provides documentation that the Administrator acknowledges is sufficient to verify that the Occupant: (1) is under twenty-one years of age; (2) is a member of the Qualified Owner's Immediate Family; (3) is Disabled; or (4) is earning Qualifying Income for an average of at least thirty hours per week. Examples of such documentation are set forth in the Procedures.
- **6.3.** Effect of Failure to Receive Approval as Qualified Occupant. In the event an Occupant fails to receive approval as a Qualified Occupant, such failure shall constitute a violation of this Covenant by both the Occupant and the Subject Property Owner.

### Section 7. Ownership of Other Residential Property Prohibited.

- 7.1. Prohibition. Subject Property Owners and Occupants, as well as their Spouses and Dependents, if any, may not own more than a 10% interest, direct or indirect, in other Residential Property in the Telluride R-1 School District. This prohibition includes partial or full corporate ownership established to provide a beneficial interest sufficient to permit the use and occupancy by the owner or part-owner of such property. Except as otherwise provided in this Section 7, and unless granted an exception pursuant to Section 8, failure to comply with this Section 7.1 is a violation of this Covenant and shall be addressed in accordance with the provisions of Section 9 of this Covenant.
  - **7.2. Definitions.** The following definitions shall apply to this Section 7.
- **7.2.1.** <u>Acquisition Date.</u> The date on which the Subject Property Owner acquires title to the Subject Property.
- **7.2.2.** Appraised Value. The value of the Subject Property arrived at by the process described in Section 7.4.
- 7.3. Grace Period for Qualified Purchasers. If an Ownership Applicant is approved as a Qualified Purchaser and he or she, or any other Subject Property Owner, or any Occupant, or the Spouse or Dependent of the Qualified Purchaser or of any other Subject Property Owner or Occupant owns more than a 10% interest, direct or indirect, in other Residential Property in the Telluride R-1 School District on the Acquisition Date, the Subject Property Owner shall have a grace period of one year from the Acquisition Date to sell the other Residential Property or obtain an exception pursuant to Section 8.
- 7.4. Appraisal. If the Subject Property Owner has not sold the other Residential Property or obtained an exception within nine months after the Acquisition Date, the Subject Property Owner shall immediately retain a real property appraiser licensed in the State of Colorado to provide a value of the Subject Property at the Subject Property Owner's expense. The Subject Property Owner shall provide

that value to the Administrator no later than ten months after the Acquisition Date and the Administrator shall inform the County of the Subject Property Owner's submitted value. If the County does not dispute the Subject Property Owner's submitted value, then that value shall be deemed the Appraised Value. If the County does dispute the accuracy of the Subject Property Owner's submitted value, the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the County's expense. If the two values differ by \$10,000 or less, the average of the two values shall be deemed the Appraised Value. If the two values differ by more than \$10,000, the two appraisers shall select a third appraiser to appraise the Subject Property at the equal expense of the Subject Property Owner and the County, and the average of the three values shall be deemed the Appraised Value. If the Subject Property Owner fails to submit their value to the Administrator within the required time period, the Administrator shall so notify the County and the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the Subject Property Owner's expense and that value shall be deemed the Appraised Value.

- 7.5. Sale of Subject Property at Expiration of Grace Period. If, at the expiration of the grace period provided for in Section 7.3, the Subject Property Owner has not sold the other Residential Property, obtained an exception, or otherwise complied with this Covenant, the Subject Property Owner shall immediately list the Subject Property for sale at a price not to exceed 90% of the Appraised Value and shall accept the first offer that complies with the Complying Offer Terms. If the accepted offer does not result in a sale of the Subject Property, then the Subject Property Owner shall accept the next offer that meets the Complying Offer Terms until either the Subject Property is sold or the Subject Property Owner obtains an exception or otherwise complies with this Covenant.
- 7.6. Further Price Reductions. If the Subject Property Owner has not sold the other Residential Property, obtained an exception, or otherwise complied with the terms of this Covenant within fifteen months after the Acquisition Date, the Subject Property Owner shall immediately lower the listing price of the Subject Property, which shall not exceed 90% of the Appraised Value, by an amount that is 3% of the Appraised Value, and shall continue to lower the listing price of the Subject Property by the same amount (3% of the Appraised Value) every three months thereafter until the Subject Property Owner has sold the other Residential Property, obtained an exception, or otherwise complied with the terms of this Covenant; except, however, the Subject Property Owner is not required to lower the listing price below 60% of the Appraised Value. If the Subject Property Owner fails to comply with the provisions of this Section 7, the County may, at its option, purchase the Subject Property for 75% of the Appraised Value.

### Section 8. Exceptions.

- **8.1.** Purchase, Rental, Ownership and Occupancy Requirements. Any: (1) Ownership Applicant, Rental Applicant, Subject Property Owner or Occupant who does not meet one or more of the requirements for approval as a Qualified Purchaser, Qualified Tenant, Qualified Owner, or Qualified Occupant, respectively, may apply to the Administrator for an exception to any such requirement. The Administrator shall refer a copy of the proposed exception to any Association governing the Subject Property and the Association shall be given a reasonable opportunity to review and comment on the proposed exception prior to final review and action.
- **8.2.** Prohibition on Ownership of Other Residential Property. Any Subject Property Owner or Occupant, or any such Subject Property Owner or Occupants' Spouse or Dependent, who owns Residential Property in violation of Section 7.1, may apply to the Administrator for an exception.
- **8.3.** Standards for Granting an Exception. The Administrator shall not grant an exception except upon a finding that the person requesting the exception has established compelling circumstances, which shall not include financial hardship, justifying the requested exception; and that granting the requested exception is consistent with the purpose and intent of this Covenant. When considering

whether the requested exception is consistent with the purpose and intent of this Covenant as stated in Recital A, the Administrator shall consider the following guidance:

- **8.3.1.** Stable Resident Population. This Covenant is intended to help preserve a stable resident population, strong sense of community, and socio-economic mix in the Telluride Region by ensuring a sufficient supply of housing that is affordable and responsive to the diverse needs of the various segments of the community employed in the Telluride R-1 School District.
- **8.3.2.** <u>Deed Restricted Property Market</u>. This Covenant creates a housing market for employees in which sales prices directly relate to the income earned by those who live and work in the Telluride R-1 School District (Qualified Purchasers), while allowing customary free-market practices to influence the sale and rental of Deed Restricted Property as much as possible. Exceptions to this Covenant should be allowed only when the exception will not affect the correlation between local income levels and sales prices.
- **8.3.3.** Consistency and Uniformity. Consistency and uniformity is of vital importance. It is only through consistent and uniform application of this Covenant that the Deed Restricted Property market will remain properly defined, thus allowing free-market forces to accurately regulate the sales prices of Deed Restricted Property.

#### Section 9. Violations and Remedies.

- 9.1. Notification of Violation. In the event an alleged violation of this Covenant is discovered, whether pursuant to a procedure or provision herein, from a citizen complaint, or by other means, the Administrator shall send a written notice of such violation to all Subject Property Owners of the Subject Property, and if applicable, to Occupants of the Subject Property. The notice shall state: (1) the nature of the alleged violation; (2) the specific provisions of this Covenant that the Subject Property Owner and/or Occupant has allegedly violated; (3) the steps required by the Subject Property Owner and/or Occupant to cure the violation; (4) the remedies that the County may pursue if the alleged violation is not cured; (5) the reasonable timeframe within which the Subject Property Owner and/or Occupant must cure the alleged violation; (6) that the Subject Property Owner and/or Occupant has a right to request a hearing before the Administrator to determine the merits of the allegations and to discuss potential remedies; (7) that the Subject Property Owner and/or Occupant must notify the Administrator that he or she requests such a hearing no later than fifteen days after receiving the notice; and (8) that the alleged violation will be considered conclusively determined if the Subject Property Owner and/or Occupant does not request such a hearing.
- 9.2. Public Hearing. All materials that any party wants the Administrator to consider at a hearing pursuant to Section 9.1 must be submitted to the Administrator no later than ten working days before the date of the hearing. Unless prohibited by law, all submitted materials will be included in the public record for the hearing. At the conclusion of the hearing, the Administrator shall: (1) find the alleged violation conclusively determined, (2) find that the alleged violation lacks merit, or (3) continue the hearing to a specified date and time.
  - **9.3. Definitions.** The following definitions shall apply to this Section 9.
- **9.3.1.** Appraised Value. The value of the Subject Property arrived at by the process described in Section 9.4.1.
  - **9.3.2.** Violation Date. The date on which a violation is conclusively determined.

- **9.4.** Procedure for Subject Property Owner to Cure Violation. If a violation is conclusively determined with respect to the Subject Property Owner, the Subject Property Owner shall have one year from the Violation Date to cure the violation.
- 9.4.1. Appraisal. If the Subject Property Owner has not cured the violation within nine months after the Violation Date, the Subject Property Owner shall immediately retain a real property appraiser licensed in the State of Colorado to provide a value of the Subject Property at the Subject Property Owner's expense. The Subject Property Owner shall provide that value to the Administrator no later than ten months after the Violation Date and the Administrator shall inform the County of the Subject Property Owner's submitted value. If the County does not dispute the Subject Property Owner's submitted value, then that value shall be deemed the Appraised Value. If the County does dispute the accuracy of the Subject Property Owner's submitted value, the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the County's expense. If the two values differ by \$10,000 or less, the average of the two values shall be deemed the Appraised Value. If the two values differ by more than \$10,000, the two appraisers shall select a third appraiser to appraise the Subject Property at the equal expense of the Subject Property Owner and the County, and the average of the three values shall be deemed the Appraised Value. If the Subject Property Owner fails to submit their value within the required time period, the Administrator shall so notify the County and the County shall retain its own licensed real property appraiser to appraise the value of the Subject Property at the Subject Property Owner's expense and that value shall be deemed the Appraised Value.
- 9.4.2. Sale of Subject Property to Cure Violation. If the Subject Property Owner has not cured the violation within one year after the Violation Date, then the Subject Property Owner shall immediately list the Subject Property for sale at a price not to exceed 90% of the Appraised Value and shall accept the first offer that complies with the Complying Offer Terms. If the accepted offer does not result in a sale of the Subject Property, then the Subject Property Owner shall accept the next offer that meets the Complying Offer Terms until either the Subject Property is sold or the Subject Property Owner otherwise cures the violation.
- 9.4.3. Further Price Reductions. If the Subject Property Owner has not cured the violation within fifteen months after the Violation Date, the Subject Property Owner shall immediately lower the listing price of the Subject Property, which shall not exceed 90% of the Appraised Value, by an amount that is 3% of the Appraised Value, and shall continue to lower the listing price of the Subject Property by the same amount (3% of the Appraised Value) every three months thereafter until the Subject Property is sold or the Subject Property Owner otherwise cures the violation; except, however, the Subject Property Owner is not required to lower the listing price below 60% of the Appraised Value. If the Subject Property Owner fails to comply with the provisions of this Section 9, the County may, at its option, purchase the Subject Property for 75% of the Appraised Value.
- 9.5. Procedure for Occupant to Cure Violation. If a violation is conclusively determined with respect to an Occupant, the Occupant shall have sixty days from the date that the Occupant received the notice required by Section 9.1 to cure the violation. If the Occupant has not cured the violation at the end of this sixty-day period, then the Occupant shall immediately vacate the Subject Property. An Occupant's violation of this Covenant also constitutes a violation by the Subject Property Owner.
- 9.6. Noncompliant Transfer Voidable. Title to the Subject Property, whether in whole or in part, shall not be sold or otherwise conveyed except in accordance with this Covenant. In the event the Subject Property is sold or otherwise conveyed in any manner that is not in accordance with this Covenant, such sale or conveyance shall be voidable at the County's option. If such sale or conveyance is declared void it shall confer no title whatsoever upon the purported transferee.
- **9.7.** Additional Remedies. In the event of default by any Party, to any section of this Covenant, any other Party to this Covenant, following notice and opportunity to cure, may pursue all available

remedies, including but not limited to an action for specific performance, injunctive relief and/or damages. The remedies provided for herein are cumulative in nature. Personal jurisdiction and venue for any civil action commenced by any Party to this Covenant, whether arising out of or relating to this Covenant, will be deemed to be proper only if such action is commenced in the District Court for San Miguel County, Colorado. This Covenant shall be governed by and construed in accordance with the laws of the State of Colorado. The prevailing Party in any action arising from this Covenant shall recover their costs, fees and expenses, including reasonable attorney fees and expert witness fees, from the other Party. No failure by any Party hereto to exercise any right that it may have pursuant to this Covenant shall be deemed a waiver of that right, or of the right to demand exact compliance with the terms of this Covenant, or of any other right expressly or implicitly granted herein.

#### Section 10. Documentation and Notices.

- 10.1. <u>Documentation</u>. The Administrator must be able to verify the truth and authenticity of any documentation submitted pursuant to this Covenant, and may refuse to accept any documentation that is not reasonably verifiable by an independent and reliable source. Furthermore, the submitted documentation must be reasonably sufficient for the Administrator to find that, as a whole, it establishes compliance with the applicable standard or requirement. Any person who submits documentation pursuant to this Covenant shall submit an affidavit along with the documentation, stating that all such documentation is true and accurate. If any documentation is determined to be inaccurate, the person who submitted such documentation is subject to disqualification from the application and/or approval process.
- 10.1.1. Privilege or Disclosure Otherwise Prohibited by Law. Any person who, in connection with the procedures contained in this Covenant, references customers and/or clients with whom he or she has a relationship that is subject to a legal privilege, such as the attorney-client, therapist-client, or physician-patient privilege shall not, in any event, be required to disclose the names or any other identifying information of such customers and/or clients. In this case, the person shall provide all of the required documentation but shall rename all clients as "Client 1," "Client 2," etc. Furthermore, no person shall be required to submit or disclose any documentation, the submission or disclosure of which is prohibited by law.
- 10.1.2. <u>Confidentiality</u>. The Administrator shall review and maintain all financial information, business client information, and any other information required by law to be kept confidential, that is submitted pursuant to the terms of this Covenant, in absolute and strict confidence. Under no circumstance shall any such confidential information be purposefully disclosed in any manner to any person other than the County, the Administrator the San Miguel County Attorney, the San Miguel County Administrator, or any other person or entity with the consent of the person who submits the information, provided that such disclosure is not otherwise prohibited by law.
- 10.2. Notices. Any notice in connection with this Covenant shall be in writing, addressed to the appropriate Party, and shall be delivered in person, by overnight delivery or courier service, or by the United States Postal Service certified mail, return receipt requested, and with adequate postage prepaid. Such notice shall be deemed delivered at the time of personal delivery, or, if mailed, on the date postmarked, but if mailed the time period for any required response shall run from the date of receipt by the addressee, as evidenced by the return receipt. Rejection or other failure by the addressee to accept the notice, or the inability to deliver the notice because of a change of address of which no notice was given, shall be deemed receipt of the notice on the third day following the date postmarked. The addresses of the Parties to which notice is to be sent shall be those set forth below. A Party may change their address only by providing written notice of such change to all other Parties.

If to Subject Property Owner:	If to County:
	Mailing Address:
See address listed above in introductory paragraph	Office of the County Attorney
	P.O. Box 791
	Telluride, CO 81435
	Phone: 970-728-3879
	Fax: 970-728-3718
	Email: attorney@sanmiguelcounty.org
	If to Administrator:
	San Miguel Regional Housing Authority
	820 Black Bear Road
	P.O. Box 840
	Telluride, CO 81435
	Phone: 970-728-3034
	Fax: 970-728-5371
	Email: smrha@telluridecolorado.net

Subject Property Owner who receives notification of a past due payment(s), a default in payment, or a default of any other obligation due or to be performed pursuant to a Secured Obligation, shall notify the Administrator, who shall in turn notify the County no later than two weeks after the Subject Property Owner received such notification. Subject to availability of funds, the County may, in its sole discretion, provide temporary financial assistance and/or financial counseling to the Subject Property Owner, which assistance shall be subject to terms and conditions the County deems necessary, including, but not limited to provisions for the Subject Property Owner to repay the County. A Subject Property Owner is encouraged to make the Administrator aware of these circumstances as early as possible to best allow the County to determine if any such assistance is feasible, it being recognized that the longer the default exists, the less likely it is that the County can provide assistance. Nothing herein shall obligate the County to provide such assistance.

### Section 11. Definitions.

The Parties acknowledge and agree to the following definitions and further agree that each definition: (a) forms a portion of the basis of this Covenant; and (b) is incorporated in this Covenant. As used in this Covenant, the following definitions shall be given the meaning ascribed to the term as the same are stated below:

- 11.1. Administrator. The County or the County's designee.
- 11.2. <u>AMI</u>. The area median income for San Miguel County, Colorado based on the most recently published area median income limits established by the United States Department of Housing and Urban Development.
- 11.3. <u>Application Fee</u>. The fee, in an amount set by County resolution, paid to the Administrator to process any application submitted pursuant to this Covenant.
- 11.4. Assets. With respect to any person or entity, anything that has tangible or intangible value, including property of all kinds, both real and personal; includes among other things, patents and causes of action that belong to any person, as well as any stock in a corporation and any interest in the estate of a decedent; also, the entire property of a person, association, corporation, or estate that is applicable or subject to the payment of debts. Assets shall include funds or property held in a living trust or any similar entity or interest, where the person has management rights or the ability to apply the assets to the payment of debts. Except, however, Assets shall not include pension plans, 401a plans, 401k plans, IRAs, or other similar retirement accounts, provided that the Ownership Applicant is not eligible to take a distribution therefrom without penalty.

- 11.5. <u>Beneficiary Owner</u>. A Subject Property Owner who is not a Qualified Owner, and who acquires title to the Subject Property as the result of the death of the deceased Subject Property Owner, whether though joint tenancy, a will, the intestacy provisions of the Colorado probate code or other applicable law, or the provisions of an Estate Planning Entity.
- 11.6. <u>Co-Borrower Agreement</u>. An agreement by which a person is permitted to be on title to the Subject Property without otherwise meeting the terms for approval as a Qualified Purchaser or Qualified Owner in order to assure that a Qualified Purchaser or Qualified Owner is able to secure a loan.
- 11.7. <u>Compliance Date</u>. The date on which the Administrator notifies the Subject Property Owner and/or Occupant(s) that he or she must verify compliance with the terms of this Covenant and receive approval as a Qualified Owner or Qualified Occupant.
- 11.8. <u>Complying Offer Terms</u>. An offer to acquire the Subject Property that is for cash (eg. does not require Subject Property Owner to carry back seller-financing) that is equal to or exceeds the current listing price of the Subject Property, and that proposes a closing of not later than 90 days from the offer date.
- 11.9. <u>Contract Price</u>. The price of the Subject Property as identified on a Colorado Real Estate Commission approved form for the purchase and sale of the Subject Property that is fully executed between the current Subject Property Owner and any given Ownership Applicant.
- **11.10.** <u>Contributing Occupant</u>. An Occupant who is, or who will be, contributing funds towards the acquisition of the Subject Property or towards payments on a Secured Obligation encumbering the Subject Property.
- 11.11. <u>County.</u> The County of San Miguel, State of Colorado, acting by and through its Board of County Commissioners or as the San Miguel County Housing Authority.
- 11.12. <u>County PUD/Subdivision Approvals</u>. The approvals granted for the Lawson Hill Subdivision/PUD by the County and reflected by the Subdivision Governing Documents as well as by certain resolutions concerning the Lawson Hill Subdivision/PUD recorded in the Official Records.
- 11.13. <u>County Transfer Fee.</u> A fee in an amount equal to one percent of the Contract Price that the seller of the Subject Property shall pay to the Administrator upon closing of a sale of the Subject Property.
- 11.14. <u>Deed Restricted Property</u>. Any property in unincorporated San Miguel County that is subject either to the Original Deed Restriction, or to a real covenant, equitable servitude, or other agreement in favor of the County, and restricting the ownership, use and occupancy of such property to persons who satisfy certain requirements, terms, and/or qualifications.
- **11.15.** <u>Dependent.</u> Any person who can be claimed as a Qualifying Child or Qualifying Relative on another's federal tax return.
- **11.16.** <u>Disabled.</u> A person who receives Social Security Disability, Worker's Compensation for Permanent Total Disability, and/or disability payments through any other official state or federal disability program.
- 11.17. <u>Domestic Partnership</u>. A relationship between two individuals of the same or opposite sex in which: (1) each individual is at least eighteen years of age; (2) neither individual is legally married to another person or in a Domestic Partnership with another person; (3) the individuals are not related by blood closer than would bar marriage in the state of Colorado; (4) the individuals share a mutual obligation of support and responsibility for each other's welfare; and (5) the individuals are financially interdependent as documented by

at least two of the following arrangements: (a) common ownership of real property or a common leasehold interest in real property; (b) common ownership of a motor vehicle; (c) a joint bank account or a joint credit account; (d) designation as a beneficiary for life insurance or retirement benefits, or under a will; (e) assignment of durable power of attorney; or (f) such other proof that the Administrator deems sufficient to establish financial interdependency.

- 11.18. Estate Planning Entity. A trust, family limited partnership or similar entity created and funded by a Qualified Owner and controlled by such Qualified Owner until that Qualified Owner's death or disability.
- **11.19.** <u>Four County Region</u>. San Miguel County, Montrose County, Ouray County and Dolores County, all in the State of Colorado.
- 11.20. <u>Homeowners' Association or Condominium Association ("Association").</u> An association of owners organized under § 38-33.3-301, C.R.S., as amended.
- **11.21.** <u>Household Non-Qualifying Income</u>. The combined Non-Qualifying Income of all Ownership Applicants, their Spouses, and Contributing Occupants.
- **11.22.** <u>Household Qualifying Income</u>. The combined Qualifying Income of all Ownership Applicants, their Spouses, and Contributing Occupants.
- 11.23. <u>Immediate Family</u>. A person's parents, Spouse, children, and siblings; and a person's Spouse's parents, children and siblings. The terms "parents," "children," and "siblings" includes step-relatives, adopted/adoptive relatives and foster relatives.
- 11.24. <u>Lender.</u> An individual or company that has loaned funds to the Subject Property Owner for the purpose of financing some portion of the Subject Property Owner's acquisition of the Subject Property, which loan is secured by a Secured Obligation duly recorded against the Subject Property.
- 11.25. <u>Liabilities</u>. With respect to any person or entity, the total amount owed on obligations that legally bind the person or entity to settle a debt.
  - 11.26. LUC. The San Miguel County Land Use Code.
  - 11.27. Net Assets. With respect to any person or entity, Assets minus Liabilities.
- 11.28. Non-Qualifying Income. All income that is not Qualifying Income. With respect to any person or entity, Non-Qualifying Income includes, but is not limited to, any money, and the cash value of any goods or services in lieu of money, received from any source whatsoever, including but not limited to remuneration for labor, products or services; money received from governmental assistance programs; tax refunds; prize winnings; gifts; pensions; investments; and money, or goods or services in lieu of money, received from any other source. Except, however, Non-Qualifying Income shall not include any of the following: (a) income taxed by the federal government but not distributed to such person or entity, or funds distributed to cover the anticipated tax liability of the non-distributed income, but only to the extent that such funds do not exceed the tax liability of the non-distributed income; or (b) equity from the proceeds of a sale of the Ownership Applicant's previous Primary Residence that was sold within the twelve months immediately preceding the date that the Administrator receives the Ownership Applicant's Purchase Application or (c) a gift or any other funds up to 30% of the Contract Price of the Subject Property.
- 11.29. Occupant. Any person who occupies the Subject Property as his or her Primary Residence but who has no ownership interest in the Subject Property.

- 11.30. Official Records. The official records of the Clerk and Recorder of San Miguel County, Colorado.
- 11.31. Option to Purchase. A separately executed and recorded agreement providing the County with an option to purchase the Subject Property under certain specified circumstances. The Subject Property may or may not be subject to an Option to Purchase. As stated in Section 1.1, this Covenant does not affect the rights of any party to any Option to Purchase and does not affect the rights of any Lender.
- 11.32. <u>Original Plat Note</u>. That certain plat note included on the County PUD/Subdivision Approvals for the Subdivision, which plat note restates LUC § 5-1304 as it existed on the date the plat was recorded.
- **11.33.** Ownership Applicant. Any person who desires to purchase the Subject Property and who submits a Purchase Application and pays the appropriate Application Fee.
- 11.34. Primary Residence. A person's principal or primary home or place of abode, meaning that home or place of abode in which a person's habitation is fixed and to which that person, whenever absent, has the present intention of returning after a departure or absence therefrom, regardless of the duration of such absence. In determining what is a person's principal or primary home or place of abode, the following circumstances relating to such person may be taken into account: business pursuits, employment, income sources, residence for income or other tax purposes, age, marital status, residence of Immediate Family, if any, leaseholds, situs of personal and real property, and motor vehicle registration.
  - 11.35. Procedures. The uniform procedures adopted pursuant to Section 13.3.
- 11.36. <u>Public Sector Employer</u>. The state of Colorado and its agencies and entities, counties, cities, cities and counties, municipal corporations, quasi-municipal corporations, school districts, and irrigation, reservoir, and drainage conservation companies or districts organized and existing under the laws of the state of Colorado.
- 11.37. <u>Purchase Application</u>. The form that an Ownership Applicant submits to the Administrator to request approval as a Qualified Purchaser, and which requires certain documentation and information necessary to determine if the Ownership Applicant satisfies the requirements for approval as a Qualified Purchaser. The Ownership Applicant must verify that all information provided in the Purchase Application is true and accurate. If any of the information is determined inaccurate or non-verifiable, the Ownership Applicant may be subject to disqualification.
- 11.38. Qualified Occupant. Any person who is not the Subject Property Owner, and who occupies the Subject Property as his or her Primary Residence in compliance with this Covenant.
- 11.39. <u>Qualified Owner</u>. Any person or entity with an ownership interest in the Subject Property, who maintains such ownership in compliance with this Covenant as provided for in Section 5; or the County, the Town of Telluride, or the Town of Mountain Village.
- 11.40. <u>Qualified Purchaser</u>. An Ownership Applicant who has received approval pursuant to the terms of this Covenant to purchase the Subject Property; or the County, the Town of Telluride, or the Town of Mountain Village.
- 11.41. Qualified Tenant. A Rental Applicant who has received approval pursuant to the terms of this Covenant to occupy the Subject Property pursuant to a rental or lease agreement executed by the Rental Applicant and the Qualified Owner. A person who receives approval as a Qualified Tenant must meet the requirements for approval as a Qualified Occupant for as long as they occupy the Subject Property.

- 11.42. <u>Qualifying Income</u>. Income earned from employment that either requires one's physical presence in the Telluride R-1 School District or that necessitates one's physical presence in the Telluride R-1 School District in order to provide goods or services to residents or visitors in the Telluride R-1 School District.
- 11.43. <u>Rental Applicant</u>. Any person who desires to occupy the Subject Property pursuant to a lease or rental agreement to be executed by the Rental Applicant and a Qualified Owner, and who submits a Rental Application and pays the appropriate Application Fee.
- 11.44. <u>Rental Application</u>. The form that a Rental Applicant submits to the Administrator to request approval as a Qualified Tenant, which requires certain documentation and information necessary to determine if the Rental Applicant satisfies the requirements for approval as a Qualified Tenant. The Rental Applicant must verify that all information provided in the Rental Application is true and accurate. If any of the information is determined to be inaccurate or non-verifiable, the Rental Applicant may be subject to disqualification.
- 11.45. Residential Property. (1) An individual residential dwelling that is developed with open yards on all sides of the dwelling unit, including all manufactured housing (pursuant to C.R.S. 30-28-115(3)) and all mobile homes on permanent foundations, but not including recreational or other wheeled vehicles; (2) a residential dwelling unit in a structure containing two or more such units, the living spaces of which are individually owned, the balance of the property (both land and building) is owned either in common by the owners of the individual units or by an association consisting of such owners; (3) one of at least two individually owned, unconnected residential dwelling units located on property owned either in common by the owners of such units or by an association consisting of such owners; or (4) a legally created parcel of land shown with a separate and distinct number or letter on a subdivision plat recorded in the Official Records, or a parcel described by metes and bounds with access to at least one dedicated public right-of-way and held under separate ownership; and that is zoned for Residential Use.
- **11.46.** Residential Use. Real property that is used or legally could be used for non-commercial dwelling purposes.
- 11.47. <u>Retired</u>. A person who is more than 59 years of age and is receiving pension benefits, retirement benefits, IRA disbursements, or Social Security retirement benefits.
- 11.48. <u>Secured Obligation</u>. Any payment or other material obligation due to be performed under a promissory note secured by a deed of trust, mortgage, or other security instrument, encumbering the Subject Property.
- 11.49. Spouse. One's husband or wife by lawful marriage, or a person with whom one is a member of a Domestic Partnership.
- 11.50. <u>Subdivision</u>. The subdivision of land reflected in the County PUD/Subdivision Approval, which was established pursuant to the Subdivision Governing Documents.
- 11.51. <u>Subdivision Governing Documents</u>. The Subdivision was created pursuant to that certain General Declaration and Final Plat(s), as the same may be amended or supplemented from time to time, as described on attached <u>Exhibit "A"</u>.
- 11.52. <u>Subject Property Owner</u>. The person(s) or entity identified as such in this Covenant, inclusive of his/her/their heirs, successors, personal representatives, assigns, designees, lessees, licensees, grantees, transferees, or any other person or entity who has a present right to possess, use or convey a legally recognized and protected interest in the Subject Property.
  - 11.53. Telluride Region. The area identified as such in the San Miguel County Master Plan.

11.54. <u>Total Household Assets</u>. The combined Net Assets of all Ownership Applicants and Contributing Occupants.

# Section 12. General Provisions.

- **12.1.** Recording of Covenant. This Covenant shall be recorded in the Official Records upon execution.
- 12.2. Covenant Running with the Land Binding Effect. Each and every conveyance of the Subject Property, for all purposes, shall be deemed to include this Covenant and to fully incorporate all terms of this Covenant by this reference. This Covenant constitutes a real covenant and equitable servitude that runs with the Subject Property through the expiration of the Term and burdens the Subject Property for the benefit of the County, and shall be binding on the Subject Property Owner, and on the heirs, personal representatives, assigns, lessees and licensees, any transferee of the Subject Property Owner, and any other person or entity who becomes the Subject Property Owner of the Subject Property.
- 12.3. Procedures. The Parties recognize and agree that the County may from time to time adopt uniform procedures intended to further implement the provisions of this Covenant, including the administration of appeals to any decision rendered pursuant to this Covenant. The Procedures shall not materially differ from or alter any of the terms and conditions of this Covenant. Prior to adoption of the Procedures, the County shall make materials available for reasonable public review and comment and reasonable notice of the proposed action and right to review and comment shall be given the Subject Property Owner. The Procedures, when adopted, shall be made available at the County and Administrator offices.
- **12.4.** Further Actions. The parties to any agreement contemplated under this Covenant agree to execute such further documents and take such further actions as may be reasonably required to carry out the provisions and intent of this Covenant or any agreement or document relating hereto or entered into in connection herewith.
- 12.5. <u>Gender and Number</u>. Whenever the context so requires in this Covenant, the neuter gender shall include any or all genders and vice versa, and the use of the singular shall include the plural and vice versa.
- **12.6.** <u>Non-discrimination</u>. No person shall be discriminated against on the basis of race, national origin, sex, color, creed or physical infirmity.
- **12.7. Personal Liability.** The Subject Property Owner shall be personally liable for any violations of this Covenant.
- 12.8. <u>Severability</u>. Should a court of competent jurisdiction find and determine that a specific provision or provisions of this Covenant are legally void, invalid, or otherwise unenforceable, such specific provision or provisions shall be deemed to be severable from the remainder of this Covenant, which shall remain legally valid and in full force and effect.
- 12.9. <u>Successors</u>. Except as otherwise provided herein, the provisions and covenants contained in this Covenant shall inure to and be binding upon the heirs, successors and assigns of the Parties.
- 12.10. <u>Waiver</u>. No claim of waiver, consent or acquiescence with respect to any provision of this Covenant shall be valid against any Party hereto, except on the basis of a written instrument executed by the Parties hereto. Nothing in this Covenant shall be deemed to waive or otherwise limit any defenses or immunities that may be available to the County or the Administrator under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101. et seq., or other applicable law.

- 12.11. Counterparts. This Covenant may be executed in multiple counterparts or by legible facsimile copy, each of which shall constitute an original, but all of which, taken together, shall constitute one and the same instrument. The facsimile transmission of a signed copy hereof or of any notice to be given to the other Party or his or her agent, shall be considered valid and constitute a signed original. A signed "hard copy" of the Covenant shall not be necessary but may be executed by the Parties.
- 12.12. No Third-Party Benefit. Except as herein provided, no person or entity, other than a Party to this Covenant, shall have any right of action under this Covenant. It is the express intent of the Parties hereto that any person or entity who is not a Party to this Covenant, but who receives services or benefits under this Covenant, shall be deemed an incidental beneficiary only.
- 12.13. <u>Integration</u>. This Covenant constitutes the entire integrated understanding of the Parties regarding the subject matter set forth herein and no prior or contemporaneous promise, representation, term, condition, or understanding shall be of any legal force or effect, unless embodied herein in writing, or in a written amendment mutually agreed to by the Parties.
- 12.14. <u>Captions</u>. Captions are for convenience only and are not to be construed as defining or limiting in any way the scope of intent of the provisions of such Sections.

# IN WITNESS WHEREOF, the Parties have executed this Covenant as of the Effective Date.

The persons executing this Covenant on behalf of the respective Parties to this Covenant hereby warrant and affirm their authority to enter into this Covenant on behalf of the named Parties hereto and warrant and affirm their authority to bind the named Parties hereto to all terms, conditions, and obligations contained in this Covenant.

SAN MIGUEL COUNTY, COLORADO: BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF SAN MIGUEL, STATE OF COLORADO

By: Lance Waring, Chair	Date:
ATTEST: Carman Warfield, Chief Deputy Clerk	
STATE OF COLORADO ) ) ss.  COUNTY OF SAN MIGUEL )  Acknowledged, subscribed and sworn to before me Lance Waring, as Chair of the Board of Commis Warfield, as Chief Deputy Clerk to the Board of Commis	this day of, 2021, by ssioners of San Miguel County, Colorado, and by Carman unty Commissioners of San Miguel County, Colorado.
Witness my hand and official seal.	
Notary Public	Date Commission Expires

# ADMINISTRATOR:

# SAN MIGUEL COUNTY HOUSING AUTHORITY

By:	Date:
Lance Waring, Chair	
STATE OF COLORADO ) ss. COUNTY OF SAN MIGUEL )	
Acknowledged, subscribed and sworn to bef Lance Waring, as Chair of the San Miguel C	
Witness my hand and official seal.	
Notary Public	Date Commission Expires

# SUBJECT PROPERTY OWNER

By: Alex	hee	Date: $3/1/2/$	
Christine Capaldo			
Christine	Capaldo		
Printed Name			
STATE OF COLORAI	OO ) ) ss.		
COUNTY OF SAN M	*		
Acknowledged, subscri	bed, and sworn to before me thi	is 1 day of March	, 2021, by <b>Christine</b>
Witneys my hand and o	official seal.		
Chair Ma	2	07/08/2021	
Notary Public		Date Commission Expires	
	JODY METCALF NOTARY PUBLIC STATE OF COLORADO NOTARY ID 20054026494 My Commission Expires July 8, 2021		

# Exhibit "A" (Lawson Hill Subdivision/PUD Governing Documents)

# General Declaration(s) for Lawson Hill Subdivision/PUD: Lot 320-C

- (1) Declaration for Lawson Hill, recorded April 16, 1992, at No. 276371 in Book 490 at page 925
- (2) First Supplement to Declaration for Lawson Hill, recorded May 18, 1992, at No. 276937 in Book 492 at page 340;
- (3) First Amendment to Declaration for Lawson Hill, recorded August 21, 1992, at No. 278961 in Book 496 at page 918;
- (4) Declaration of Covenants, Conditions and Restrictions, recorded September 11, 1992, at No. 279394 in Book 497 at Page 901;
- (5) Second Supplement to Declaration for Lawson Hill, recorded June 16, 1993, at No. 285307 in Book 512 at page 551;
- (6) Second Amendment to Declaration for Lawson Hill, recorded November 8, 1993, at No. 288408 in Book 520 at page 86;
- (7) Fourth Supplement to Declaration for Lawson Hill, recorded October 18, 1994, at No. 295198 in Book 536 at page 655;
- (8) Party Wall Declaration Duplex Residences (Lots 22 A and B), recorded October 9, 1995, at No. 301166 in Book 551 at page 577;
- (9) Declaration of Covenants, Conditions, Restrictions and Easements (Lots 322A and 322 B), recorded December 18, 1995, at No. 302403 in Book 554 at page 658;
- (10) Fifth Supplement to Declaration for Lawson Hill, recorded August 12, 1996, at No. 306843 in Book 565 at page 1002;
- (11) Third Supplement to Declaration for Lawson Hill, recorded August 14, 1996, at No. 306867 in Book 566 at page 34;
- (12) Third Amendment to Declaration for Lawson Hill, recorded July 3, 1997, No. 313200 in Book 583 at page 601;
- (13) Fifth Supplement to Declaration for Lawson Hill, recorded August 6, 1997, at No. 313760 in Book 585 at page 72;
- (14) Correction of Third Supplement to Declaration for Lawson Hill, recorded March 19, 1999, in No. 325041;
- (15) Fourth Amendment to Declaration for Lawson Hill, recorded February 19, 2002, at No. 347160;
- (16) Fifth Amendment to Declaration for Lawson Hill, recorded March 28, 2002, at No. 348021;
- (17) Declaration of Access and Utility Easements Including Use and Maintenance Provisions (Lot HUB-2A, Lot HUB-2B, Lot HUB-2C, Lot HUB-2D, Lot HUB-2E and Lot HUB-2F), recorded May 13, 2004, at No. 366153;
- (18) Declaration of Access and Utility Easements (Lot HUB-2C), recorded May 13, 2004, at No. 366154;
- (19) Declaration of Covenants and Use Restrictions (Lot HUB-2A, Lot HUB-2B, Lot HUB-2D, Lot HUB-2E and Lot HUB-2F), recorded May 13, 2004, at No. 366155;
- (20) Sixth Amendment to Declaration for Lawson Hill, recorded March 17, 2006, at No. 382780; and any and all such other, if any, duly executed amendments or supplements to the Declaration (collectively and together with the Original Declaration, the "**Declarations**").

# Final Plats for Lawson Hill Subdivision/PUD: Lot 320-C

- (1) Plat for Lawson Hill, described as Lawson Hill, phase 1, recorded on April 16, 1992, at No. 276370 in Plat Book 1 at page 1272;
- (2) Plat for Lawson Hill, described as Lawson Hill, phase 2, recorded on May 18, 1992, at No. 276936 in Plat Book 1 at page 1282;
- (3) Insubstantial Amendment to Plat, recorded on September 11, 1992, at No. 279392 in Plat Book 1 at page 1353;
- (4) Replat of Lot J in Lots J1 and J2, recorded November 6, 1992, at No. 280738 in Plat Book 1 at page 1373;
- (5) Subdivision Exemption for Lot Line Adjustment, Lots 36A, 36B & tract 508-A, Phase 1 &2, recorded on January 8, 1993, at No. 282137 in Plat Book 1 at page 1398;
- (6) Replat of Lot 211 into Lots 211A and 211B, recorded October 7, 1993, at No. 287768 in Plat Book 1 at page 1564;
- (7) Map, described as Lawson Hill Retaining Wall, lots 14-18, recorded on January 21, 1994, at No. 289986 in Plat Book 1 at page 1626;
- (8) Second Insubstantial Amendment to Plat, recorded on July 5, 1995, at No. 299682 in Plat Book 1 at page 1887;
- (9) Plat for Lawson Hill P.U.D. Phase 9, recorded July 14, 1995, at No. 299816 in Plat Book 1 at page 1891;
- (10) Substantial Plat Amendment of Lot 322, Phase 5, (Lots 322A & B), recorded December 12, 1995, at No. 302283 in Plat Book 1 at page 1959;
- (11) Final Plat, Rezoning and Substantial P.U.D. Amendment to Lots 426 & Tract 509, recorded December 19, 1995, at No. 302452 in Plat Book 1 at page 1960;
- (12) Rezoning and Substantial Amendment to Lawson Hill Final Plat and PUD, Lots 11, 12 and 13, Phase One and Two and Lot 425, Phase 9, recorded February 8, 1996, at No. 303353 in Plat Book 1 at page 1995;
- (13) Substantial Plat Amendment to Lot F, Lawson Hill, Filing 6, recorded February 15, 1996, at No. 303470 in Plat Book 1 at page 1998;
- (14) Subdivision Exemption for Essential Community Facilities for Lot 425, Phase 9, recorded April 25, 1996, at No. 304826 in Plat Book 1 at page 2037;
- (15) Lawson Hill PUD, Phase 12, recorded April 25, 1996, at No. 304827 in Plat Book 1 at page 2039:
- (16) Final Plat, Lawson Hill PUD, Phase 11, (Lots 314-316), recorded May 3, 1996, at No. 305016 in Plat Book 1 at page 2046;
- (17) Insubstantial Amendment to Lot 26, Phase One and Two, recorded May 7, 1996, at No. 305068 in Plat Book 1 at page 2047;
- (18) Second Substantial Amendment to the Final Plat of Lot B, Phase 2, recorded July 11, 1996, at No. 306255 in Plat Book 1 at page 2071;
- Telecam/Ilium Subdivision Exemption for Lot Line Adjustment between Lots P, 426, Q, Q-1. Tract 503, Preliminarily Platted Lot T, Tract 509, and Final Plat of Tract 509A, and Insubstantial Plat Amendment for Lot P, recorded September 11, 1996, at No. 307391 in Plat Book 1 at page 2105;
- (20) Substantial Plat Amendment to Final Plat of Lot 425A, Phase 9, recorded September 12, 1996, at No. 307393 in Plat Book 1 at page 2111;
- (21) Subdivision Exemption for a Lot Line Adjustment Between Lot P, Phase 9 and Lot 426, Phase 10, recorded May 15, 1997, at No. 312262 in Plat Book 1 at page 2238;

- (22) Third Amendment to the Planned Community Map for Two Rivers Located on Lot P, Phase 9, Third Amendment to the Planned Community Map for Two Rivers Located on Lot P, Phase 9, (Lot C, Tracts 22, 23, 24 and 26), recorded July 29, 1997, at No. 313585 in Plat Book 1 at page 2261:
- (23) Condominium Map for Sunshine Valley Condominiums Located on Lot P, Phase 9, recorded August 15, 1997, at No. 313918 in Plat Book 1 at page 2273;
- (24) Second Amendment to the Condominium Map for Top of the Hill at Lawson Hill, Located on Lot O, Phase 1, recorded March 20, 1998, at No. 317668 in Plat Book 1 at page 2339;
- (25) Condominium Map for Ridgeview at Lawson Hill, Located on Lot O, Phase 1, recorded March 20, 1998, at No. 317670 in Plat Book 1 at page 2340;
- (26) Substantial Plat and PUD Amendment for Lots 406, 425-4 and 302-9/10, recorded July 28, 1998, at No. 320232 in Plat Book 1 at page 2410;
- (27) Substantial Plat and PUD Amendment for Lots O, P, 314 and 315, recorded March 16, 1999, at No. 324971 in Plat Book 1 at page 2511;
- (28) Subdivision Exemption for a Single Lot Split for Lot 400, recorded April 26, 1999, at No. 325920 in Plat Book 1 at page 2540;
- (29) Substantial Plat and PUD Amendment for Lots 404, 405, 406, 407, 408, 414, 415, 417, 418, 421, 422 and 425-4, recorded May 10, 1999, at No. 326303 in Plat Book 1 at page 2548;
- (30) Insubstantial Amendment to the Final Plat of Lot 33A, recorded June 2, 1999, at No. 326925 in Plat Book 1 at page 2576;
- (31) Substantial Plat/PUD Amendment and Lot Line Adjustment of Lots 408, 414 and 425-4, Phase 9, (Lot 410), recorded August 2, 1999, at No. 328259 in Plat Book 1 at page 2604;
- (32) Substantial Plat/PUD Amendment, Rezoning, Lot Line Adjustment and Road Standard Variance for Lots 6A, 6B, 316, 302-6 and Units 314-11, 314-12, 314-13, 315-1 and 315-2 of Elk Meadows, recorded October 28, 1999, at No. 330139 in Plat Book 1 at page 2628;
- (33) Road Standard Exemption and Substantial Plat and PUD Amendment for Lot O, recorded December 21, 2000, at No. 338713 in Plat Book 1 at page 2840;
- (34) Road Standard Exemption and Substantial Plat and PUD Amendment for Lot P, recorded December 21, 2000, at No. 338714 in Plat Book 1 at page 2842;
- (35) Final Plat of Tract 501, Phase 13, recorded July 27, 2001, at No. 342838 in Plat Book 1 at page 2908;
- (36) Insubstantial Plat Amendment of Lot 31, recorded November 14, 2001, at No. 345085 in Plat Book 1 at page 2961;
- (37) Community Map for Ridgeview at Top of the Hill at Lawson Hill Subordinate Association, (Lot O, Unit 1), recorded December 18, 2001, at No. 345802 in Plat Book 1 at page 2974;
- (38) Supplemental Community Map, Condominium Community of Rio Vistas, Phase II, at Top of the Hill at Lawson Hill Subordinate Association, Located on Lot O, Phase 1, recorded March 14, 2002, at No. 347699 in Plat Book 1 at page 2984;
- (39) Fifth Supplement to the Condominium Map for Unit SV140 Sunshine Valley Condominiums Located on Lot P, Phase 9, recorded March 15, 2002, at No. 347719 in Plat Book 1 at page 2992;
- (40) Subdivision Exemption for Lot Line Adjustment and an Insubstantial Plat Amendment for Lots 5B and 6, recorded June 18, 2002, at No. 349809 in Plat Book 1 at page 3033;
- (41) Subdivision Exemption for a Single Lot Split in an Existing Subdivision and Amendment to the Map for Elk Meadows, Located on Lot 314, Phase 11, recorded November 22, 2002, at No. 353265 in Plat Book 1 at page 3077;
- (42) Insubstantial Plat/PUD Amendment, Lot 322-A, recorded December 6, 2002, at No. 353578 in Plat Book 1 at page 3085;

- (43) Substantial Plat/PUD Amendment for Unit SV-141, Sunshine Valley Condominiums, Located on Lot P, recorded January 15, 2003, at No. 354410 in Plat Book 1 at page 3095;
- (44) Subdivision Exemption for a Single Lot Split in an Existing Subdivision and Amendment to the Map for Elk Meadows, Located on Lot 314, Phase 11, (314 -2 &3), recorded April 21, 2003, at No. 356713 in Plat Book 1 at page 3126;
- (45) Correction Plat of Subdivision Exemption for a Single Lot Split in an Existing Subdivision and Amendment to the Map for Elk Meadows, Located on Lot 314, Phase 11, (314-2 &3), recorded June 27, 2003, at No. 358311 in Plat Book 1 at page 3156;
- (46) Subdivision Exemption for a Lot Line Adjustment to Adjust Lot Lines Between Tract 503 and Lot Q and Insubstantial Plat Amendment to Eliminate Preliminary Platted Lot T, recorded July 11, 2003, at No. 358629 in Plat Book 1 at page 3158;
- (47) Subdivision Exemption for Single Lot Split for Lot 309, and Lot Line Adjustment for Lot 309, Tract 509 and Tract 511, Phase 5, (509, 511,309-1-11), recorded September 17, 2003, at No. 360316 in Plat Book 1 at page 3186;
- (48) Lawson Hill PUD, Phase 14, Final Plat and a Replat of Lots J1 and J2, filing 1 and a Replat of Tract 501, Filing 13, recorded October 9, 2003, at No. 360995 in Plat Book 1 at page 3199;
- (49) Insubstantial Plat/PUD Amendment to Lots J1 and J2, A-1 and Tract 501-W, recorded November 17, 2003, at No. 362028 in Plat Book 1 at page 3211;
- (50) Subdivision Exemption for Lot Line Adjustment of Tracts 501 and 505 and Final Plat of Tract 505, recorded January 21, 2004, at No. 363535 in Plat Book 1 at page 3226;
- (51) Lawson Hill PUD, Phase 15, (502, 503-A, 508, 509-B & C, HI and L), recorded October 14, 2005, at No. 378712 in Plat Book 1 at page 3545;
- (52) Lot HUB-2AF, A Subdivision Exemption for Lot Line Adjustment and Insubstantial Plat/PUD Amendment of Lot HUB-2A and Lot HUB-2F, According to the Subdivision Exemption for Single Lot Split and Insubstantial Amendment for Lot A-1, recorded July 14, 2006, at No. 385327 in Plat Book 1 at page 3682;
- (53) Insubstantial Amendment to Tract 503, recorded September 26, 2006, at No. 387097 in Plat Book 1 at page 3734;
- (54) Subdivision Exemption for Lot Line Adjustment for Tract 503, 509B and 509C, recorded September 26, 2006, at No. 387099 in Plat Book 1 at page 3735;
- (55) Substantial PUC and Plat Amendment to Final Plat for Lots 440, 441, 442, 443, 444, Tract 516 and Lot2 Q-2 through Q-37, Substantial Plat and PUD Amendment and Rezoning for Lots Q, Q-1 and 426, recorded December 7, 2006, at No. 388898 in Plat Book 1 at page 3768;
- (56) Subdivision Exemption for a Single Lot Split in an Existing Subdivision Insubstantial PUD Amendment for Lot 316, recorded June 12, 2008, at No. 402053 in Plat Book 1 at page 3969;
- (57) Boundary & Topographic Survey Lot 407, Phase 9, recorded October 8, 2008, in Survey Book 1 at page 672;
- (58) Single Lot Split in an Existing Subdivision for Lot 400, Phase 9, recorded May 29, 2009, at No. 407159 in Plat Book 1 at page 4193; and any and all such other, if any, duly executed amendments or supplements to the Plat.



AGENDA	ITEM	2 h
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Approval of Angela Dye requesting a reappointment to the Open Space Commission.

Presented by: Time needed:

PREPARED BY:

# RECOMMENDED ACTION/MOTION:

Angela is a Reappointment to the Open Space Commission.

# INTRODUCTION/BACKGROUND:

See attached.

# **FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

# **ATTACHMENTS:**

Description Upload Date Request for Appointment 3/30/2021



# Carmen Warfield <carmenw@sanmiguelcountyco.gov>

# Online Form Submittal: County Boards and Commissions Request for **Appointment**

1 message

noreply@civicplus.com <noreply@civicplus.com>

Mon, Mar 29, 2021 at 3:27 PM

Reply-To: angela@adyedesign.com To: bocc@sanmiguelcountyco.gov

# County Boards and Commissions Request for Appointment

Step 1	
San Miguel County Boa	rds & Commissions Request for Appointment
Name of Board or Open Space Commission Commission:	
Reappointment?	Yes
	(Section Break)
First Name	Angela
Last Name	Dye
Email	
Address1	
Address2	
City	Telluride
State	СО
Zip	81435
Step 2	
San Miguel County Boa	rds & Commissions Request for Appointment
Professional Background/Personal Interests	The work of the Open Space Commission aligns with my background as a landscape architect and planner. I have both a personal interest and professional background in trails, open space and scenic resources as well.
Reasons for interest in serving on this board	I have served on this commission for several years. The commission has been increasing its role as directed by the

BOCC, and I have enjoyed the additional work. The focus is on trails, conservation easements and scenic values, all of which are part of my experience as a landscape architect and planner. In recent years, I have served the Commission as a liaison to the newly revived San Juan Skyway Scenic Byway committee to update its Corridor Management Plan.

I would like to continue to serve on this Commission to see this update launch, and to continue adding my voice to our current recreation and open space focus.

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<b>AGENDA</b>	ITFM	- 3.i.

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Approval of Jonna Wensel requesting a reappointment to the Historical Commission.

Presented by: Time needed:

# PREPARED BY:

Janet Kask, County Parks and Open Space Director

# RECOMMENDED ACTION/MOTION:

The Historical Commission is in support of reappointing Jonna Wensel.

# INTRODUCTION/BACKGROUND:

# **FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

# **ATTACHMENTS:**

Description Upload Date Request for re-appointment 4/1/2021



# Carmen Warfield <carmenw@sanmiguelcountyco.gov>

# Online Form Submittal: County Boards and Commissions Request for **Appointment**

1 message

noreply@civicplus.com <noreply@civicplus.com>

Thu, Apr 1, 2021 at 3:24 PM

Reply-To: jwensel@telluride-co.gov To: bocc@sanmiguelcountyco.gov

Step 1

# County Boards and Commissions Request for Appointment

San Miguel County Boards & Commissions Request for Appointment			
Name of Board or Commission:	Historical Commission		
Reappointment?	Yes		
	(Section Break)		
First Name	Jonna		
Last Name	Wensel		
Email			
Address1			
Address2			

City	Telluride
State	СО
Zip	81435

# Step 2

San Miguel County Boards & Commissions Request for Appointmen	٦t
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Professional	20+ years as historic preservation professional
Background/Personal	Current Historic Preservation Director for the Town of Telluride
Interests	Interest in local history & historic sites
Reasons for interest in	I am interested in continuing to serve as an alternate on the
serving on this board	SMC Historic Commission because it best matches my interest
	and expertise and is one way I am able to support the larger

community. I also find it an excellent opportunity to learn from my fellow board members and staff.

Thank you for your consideration.

Email not displaying correctly? View it in your browser.



AGENDA ITEM - 3.j.

#### TITLE:

Approval of the appointment Matthew "Matt" Mogg, Chief Paramedic of the Norwood Fire Protection District, to the West Regional Emergency Medical and Trauma Advisory Council (WRETAC) for a 4-year term

Presented by: Time needed:

PREPARED BY:

Jennifer Dinsmore

## RECOMMENDED ACTION/MOTION:

Recommended approval.

#### INTRODUCTION/BACKGROUND:



Jennifer Dinsmore

tome, John, Melissa, Matt

Apr 1, 2021, 4:31 PM (20 hours ago)

Carmen - please add the following to the consent agenda for the April 7th meeting of the BoCC. When complete, can you email the formal letter noting the appointment to the WRETAC coordinator, Danny Barela, at danny@wretac.org (please cc this group as well). Many thanks.

This is a formal request to ask the Board of County Commissioners to appoint Matthew 'Matt' Mogg, Chief Paramedic of the Norwood Fire Protection District, to the West Regional Emergency Medical and Trauma Advisory Council (WRETAC) representing San Miguel County for a 4-year term. Matt would join our other appointed representative, Melissa Tuohy from the Telluride Medical Center.

The WRETAC has the responsibility for creating a regional implementation plan for the delivery of emergency medical
and trauma care within the West Region counties of San Miguel, Ouray, Gunnison, Montrose, Delta and Hinsdale.
Jenn

--Jennifer Dinsmore

# FISCAL IMPACT:

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			



AGENDA ITEM - 4.a.

# TITLE:

9:35 a.m. Consideration of appointing Sefra Maples to the Open Space Commission./MOTION

Presented by: Janet Kask, County Parks and Open Space Director

**Time needed:** 5 mins

# PREPARED BY:

# **RECOMMENDED ACTION/MOTION:**

Support to approve the Appointment to the Open Space Commission

# INTRODUCTION/BACKGROUND:

See attached.

# **FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

# **ATTACHMENTS:**

Description Upload Date Request for Appointment 3/30/2021



# Carmen Warfield <carmenw@sanmiguelcountyco.gov>

# Online Form Submittal: County Boards and Commissions Request for **Appointment**

1 message

noreply@civicplus.com <noreply@civicplus.com>

Fri, Mar 12, 2021 at 10:22 AM

Reply-To: sefram@mac.com To: bocc@sanmiguelcountyco.gov

# County Boards and Commissions Request for Appointment

Step 1				
San Miguel County Boards & Commissions Request for Appointment				
Name of Board or Commission:	Open Space Commission			
Reappointment?	No			
	(Section Break)			
First Name	Sefra			
Last Name	Maples			
Email				
Address1				
Address2	Field not completed.			
City	Telluride			
State	CO			
Zip	81435			
Step 2				
San Miguel County Boa	ards & Commissions Request for Appointment			
Professional Background/Personal Interests	I started working with solar and wind power in the 90's with Glen Harcourt when he and I owned the Steep Rock Jointery. We also started an environmental non profit called Atlas Archaeology which supported teaching classes on how to build natural, non toxic buildings such as Cobb Cottages and Straw			

Bale as well as understanding solar and wind power.

I later went to Colorado State University and got a degree Applied Human Science, I studied Apparel Design and Interior Design. I currently own and operate my Interior Design firm, Sefra Maples Interior Design and Consulting.

# Reasons for interest in serving on this board

Sustainability, which encompasses environmental, social, and governance concerns, is increasingly important as we have been starting to see the signs of climate change. I see sustainability is now central to the growth and survival of the world. Today, nearly everyone wants to have a healthy environment, and many feel obligated to contribute toward this goal. As a community member in Telluride, I feel that being a part of the Open Space Commission I would be contributing to environmental stewardship. Thank you for taking the time to consider me. Sefra Maples

Email not displaying correctly? View it in your browser.



AGENDA ITEM - 4.b.

#### TITLE:

9:40 a.m. Consideration of approval to purchase a vehicle on behalf of the CORE Program for \$39,516, with funds supported by the Rocky Mountain Health Partners./MOTION

Presented by: Jennifer Dinsmore, Chief Administrative officer

Time needed: 5 mins

#### PREPARED BY:

Jennifer Dinsmore

# RECOMMENDED ACTION/MOTION:

Request for approval.

## INTRODUCTION/BACKGROUND:

Rocky Mountain Health Partners contract funds half of our CORE program, at 124K for FY21 and it also funded 'operational startup costs' in the form of a vehicle for \$39,516. The award funding point of contact let me know today that the vehicle needs to be leased in order to be paid through the program funding.

What would be the cleanses, and allow us to expend before the end of the award period, June 30, 2021, is for San Miguel County to purchase the vehicle outright. Then the CORE program would 'lease' that vehicle monthly and bill RMHP accordingly. San Miguel County could be paid in full for the vehicle by August 15th, if not sooner.

## **FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)	
YYYY-###			Board of County Commissioner Staff	
Description:				



## AGENDA ITEM - 4.c.

## TITLE:

9:45 am HEARING: Consideration of a request by the Assessor to Deny Personal Property Petition 2021-36 for abatement or refund of taxes, TY2019-2020 John Herndon P0090097/MOTION

Presented by: Sarah Enders, Assessor's Office

Time needed: 15 mins

# PREPARED BY:

# **RECOMMENDED ACTION/MOTION:**

Denial: Best Information Available (BIA) Assessments: When an owner does not file a personal property declaration schedule with the assessor, the assessor assigns a BIA assessment to he property.

# INTRODUCTION/BACKGROUND:

Updated backup has been provided to review the abatement for petition.

## **FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

## **ATTACHMENTS:**

Description	Upload Date
Herdon Petition Pkt 4.2.21	4/2/2021
Herndon Petition	4/2/2021
PP NOV TY2019	4/2/2021
PP NOV TY2020	4/2/2021
PP Declaration Schedule Sent	4/2/2021

3/31/2021

San Miguel County Commissioners San Miguel County Treasurer Telluride, Colorado Received by San Miguel County Attorney's Office

APR 02 2021

John Herndon Po Box 66 Norwood, CO 81423

The Equipment in question which I repossessed was not a court action but an un-protested action per terms in a Promissory Note between Spydor Wood Products Inc. and John Herndon. No specific date of acquisition is recorded. The official acquisition could be as early as July 1, 2019 when I notified Jenny Russell (my Attorney) of the unpaid monthly mortgage which is a condition of default in the Promissory Note. This is a portion of that letter designated as exhibit "A". An agreement to continue that promissory note was sent to Spydor Corp in April 2019 but never signed or returned and is designated as exhibit "B"

Spydor Wood Products filed for dissolution of the Corporation and was granted dissolution as of 2/29/2020 after a protest period had expired sometime in March or April of 2020. See Exhibit "C".

I filed for a UCC financing statement in March of 2020 when I discovered it hadn't been filed when the Promissory note was signed. The UCC filing was recorded 3/13/2020. See Exhibit "D".

Other UCC filings had an earlier date but claimed other securities and didn't include the equipment. I am the sole security holder of the equipment. See Exhibit "F"

Spydor Corp. abandoned the rental property and ceased production in January or early February, 2020. I think it would be safe to assume that use of the equipment was no longer used in a business capacity as of January 1<sup>st</sup> 2020. The actual date when the equipment was last used is not known.

I can submit a new estimated value of the equipment at the time of reacquisition if required but the equipment will not be placed in service in a business capacity.

√John Herndon

Sincerely,



# PORTION OF LETTER TO ATTORNEY

# Regarding Josh Stewart, CEO of Spydor Corp LLC and Spydor Corp LLC

# RENTAL PAYMENT ISSUES as of JULY 1st, 2019:

Current Rental status: Late & delinquent rent: \$32,775.83

Late fees per contract: \$9,020.00

Appx. Interest per contract \$7000.00

Shop Credits (\$2,074.00)

Note: As of Sept. 10, 2019 I have not received either August or September rent and seller note payments which he says he will pay any day now. Josh made the statement that he didn't think we had a rental agreement and I told him that the "Tenant Holdover" clause remained in effect

# SELLER NOTE ISSUES as of JULY 1<sup>ST</sup>, 2019:

Current Status: Late & De

Late & Delinquent Payments \$5,5939.66

#### Other Rental issues:

Spydor is responsible for "all maintenance" on the property. Josh has done very little maintenance to the building. The property and structure have the appearance of serious neglect. An employee's abandoned vehicle has been left in front of building for several months and he has allowed an employee to live in a small mobile home in back of the office. The property tax (appx. \$9,000.00 is to be paid by Tenant) is delinquent again and will hopefully be paid before the county auctions off the place for unpaid property tax in November.

Josh has said he doesn't "agree" with the lease he signed but refuses to tell me specifically what he doesn't agree with. I have given him written notice that I need any disagreement he has in writing but he has not provided that information. The lease was due to be renewed in July 2018 and he has refused to sign a new lease. He is occupying the property on a month to month basis under the holdover clause in the lease. The lease specifically states that the lease is between me as landlord and Josh Stewart Individually and as President of Spydor Corp. I provided him a lease extension agreement which he signed but crossed out the words "Josh Stewart Individually and as president of Spydor Corp". I started to sign and return the agreement when I noticed he had made these changes so I kept the signed document and didn't return a signed copy.

#### Other Seller Note Issues:

The Tenants payments started out as one check for the seller note and a separate check for the rent. Since he has been struggling with finances, the payments come as one check and in different amounts depending upon his cash flow at the time. I don't know quite how to apply these to our books.



# PROMISSORY NOTE CONTINUATION AGREEMENT

	on <b>Agreement</b> is entered into by John ewart, as President of Spydor Wood Productsday of April, 2019.
REC	CITALS
1. The "Promissory Note" significant Balloon payment date of August 1, 2015 has conditions in paragraph 3 of that document.	
IT IS AGREED AS FOLLOWS:	
and conditions of the existing Promissory I remain the same including all past late fees owed to The Landlord. Incurred interest sh	romissory Note until July 1, 2020. All terms Note except the balloon payment date shall, late payment penalties and incurred interest all continue uninterrupted from the original a payment date shall be extended until July 1,
NOTE HOLDER	BORROWER
John Herndon	Joshua M. Stewart President of Spydor Wood Products Incorpored



# **Business Search Results**

Click on the ID Number to select your record.

# Found 2 matching record(s). Viewing page 1 of 1.

₩.	# ID Number	<u>Document</u> <u>Number</u>	Name (*)	Event	Status	Form <u>Formation</u> Date
_	19891050655	19891050655	1 19891050655, 19891050655 SPYDOR WOOD PRODUCTS	Articles of Incorporation Name Changed DPC 05/11/1989	Name Changed	DPC 05/11/1989
	2 19891050655	20201202323	2 19891050655, 20201202323 SPYDOR WOOD PRODUCTS INCORPORATED, Dissolved	Articles of Dissolution Voluntarily Dissolved	Voluntarily Dissolved	DPC 05/11/1989
			February 20 2020			

Back



Colorado Secretary of State Date and Time: 03/13/2020 04:07:34 PM Master ID: 20202025830 Validation Number: 20202025830

Amount: \$8.00

Debtor: (Organization)

Name: Spydor Wood Products Incorporated

Address1: Po box 845 Address2: 2221 Cr Y43

City: Norwood

State: CO

ZIP/Postal Code: 81423

Province:

Country: United States

Secured Party: (Individual)

Last name: Herndon

First name: John

Middle name: Kellogg

Suffix:

Address1: Po box 66 Address2: 4065 Cr 44 ZS

City: Norwood

State: CO

ZIP/Postal Code: 81423

Province:

Country: United States

Collateral

Description:

TOOL & EQUIPMENT INVENTORY included in sale and Security Agreement

# Optional Information

# Alternative designation:

In this financing statement, the terms "debtor" and "secured party" shall be read to mean: Buyer/Seller

# **Attachment Index**

Attachment #	Description	Filename	Size	Format
1	TOOL & EQUIPMENT INVENTORY included in sale	Collateral for UCC Financing .pdf	282160	PDF
2	Security Agreement	Spydor Stock Documents to Jenny 4.pdf	5049327	PDF

Attachment #: 1

# **TOOL & EQUIPMENT INVENTORY** included in sale

File name: Collateral for UCC Financing .pdf

Uploaded: 03/13/2020 03:59:09 PM

Debtor: Joshua A. Stewart

Spydor Wood Products Incorporated Collateral covered by Financing Statement

Page 1

# **TOOL & EQUIPMENT INVENTORY included in sale**

# 6/19/2013

HAND TOOLS	SERIAL NO.
1 - 6' & 1- 81 I beam level	
Black Bros. Roller Glue Machine	4Z520
Makita Belt Sander	99240B
Porter Cable Versa Planer small	
Porter Cable Versa Planer large	
Porter Cable Router	6931
Delta Chop Saw	34-080
Wagner Moisture Meter	
Dual Range Battery Charger	1010
Senco Nail Gun corrugated stapler	
Grizzly Nail Gun (2) 120.00 Ea.	
Milwaukee Screw Shooter	6758-1
Apt Air Screw Driver	250R01
Grizzly Air Screw Driver	G5360
Makita Hand Sander	B05020
Stony Craft Bench Grinder	HG8A
Makita Cut-Off Saw	2414
Grizzly 1/2" Drill	H0777
Woodtek Edge Bander	834-842
Dynabrade Air Hand Sander (2) 50 Ea.	
Makita Hand Sander	B5010
Milwaukee Hand Sander	6017
Makita 3/8 Drill	6402
Metabo Jig Saw	
Sure Bonder Glue Gun	
Bosch Router	1618EV S

Debtor: Joshua A. Stewart Spydor Wood Products Incorporated Collateral covered by Financing Statement Page 2

Jorgensen pipe clamps 2" thru 10' 35 ea

Porter Cable prehang jig

Porter Cable plunge router

7301

Porter Cable Router

1001

Fisher Metal Detector

1212X

Halsted narrow crown stapler

3M Jet Weld TM II Adhesive App. w/Preheater

Grizzly Staple medium crown staple gun

Ryobi 3 hp plunge router

Scissors Carts (2)

Steel Carts (8)

Steel Carts Small (4)

55 gal drum cart

Phenematic tire 2000# lumber carts

Line rip steel dump cart

8° Fein Random Orbit Sander

Rockwell door mortiser

Hot melt glue gun

Skil 77 7-1/4 skill saw

2 band crimpers (85.00 ea)

band tensioner

Classic door boring jig

Vacume bag pump & 4 bags

caulking guns 2 ea

Tape guns 4 ea

4' X 4' X 12' electric dry kiln

pallett jack

STATIONARY EQUIPMENT

Debtor: Joshua A. Stewart

Spydor Wood Products Incorporated Collateral covered by Financing Statement

Page 3

Delta Power 3 wheel Feeder (2) 1000.00 Ea.

Cat #36-840

Delta Power 4 wheel Feeder (2) 1100.00 Ea.

1340505

Shop Fox Mortising Machine

W1671

SCMI Table Saw Mini Max SC3

Northfield Planer 30"

Rockwell Band Saw 14

Hitachi Band Saw

CB75F

Grizzly Table Saw with Slider

flip stop boring guide

Site Fab

SCMI Shaper

T-130

Profile Grinder (Nielsen) Model 130

Ramco Wire Brusher

SCMI 20" Planer

S-52

Hitachi compound miter saw W/ portable stand & stops

Fortis Model FR-800 Resaw 36"

FR-800

Rockwell Shaper 1/2"

43120

Dewalt Radial Arm Saw

7770

Edge Sander Woodtek

924097

Jointer Northfield 12"

**Dewalt Radial Arm Saw** 

790

24' saw bench with stops for 2 radial saws

Weining Profimat 23 Molder

custom dust spider

custom steel rack W/ rough stop fingers

Dewalt18" Radial Arm Saw W/ bench, fence & stops

Diehl Straight Line Saw

750

Griggio Shaper

TC100

Rockwell Shaper T100 w/T Table & Trim Saw

62-003

Glue Press Machine Hyd.

Door Press

Beam Saw & door stop gauge rack

Debtor: Joshua A. Stewart Spydor Wood Products Incorporated Collateral covered by Financing Statement

Page 4

Rockwell Drill Press

Northwood Shaper (\$269 improvements)

SCMI Logic Moulder & improvements

custom dust spider

Winterstieger Framesaw W/ setup stand & 2 frames 78-500-5 41

Ingersoll Rand 10 hp air compressor 4.12E+0

Taylor 10 sect Tubular Clamp Carrier H-6-05

Pheneumatic Door Crane Site Fab

Steel modular truck door racks 8 ea

Timesaver 52" Wide Belt Sander 30268

Time saver Orbital Sander 30264

24' Steel out feed roller stand Site Fab

52" roller stands for sanders 2 ea Site Fab

8' drop plate Glue Plate Spreader Site Fab

High capacity peristalic glue pump Site Fab

Invicta Shaper T1-14V27.5 HP 3ph w/guard

Analog out board fence system for invicta shaper Site Fab

Wide Belt Roller Stands (2) 600.00 Ea. Site Fab

Tiger Stop 10 TS10

18" Grizzly Jump Saw G0502

2 spindle phneumatic actuated boring Site Fab

5 ea heavy duty lumber racks Site fab

Radius head production plywood moulds 2 ea Site Fab

Misc jigs & fixtures, & radius moulds Site Fab

2005 Dotul May Door Machine

Physical Plant Mechanical & Electrical Systems

Debtor: Joshua A. Stewart Spydor Wood Products Incorporated Collateral covered by Financing Statement Page 5

### Vehicle/Mobile Equipment

1967 Ford Dump Truck

N70EUB437362

1987 International Truck

1HTLDUXN11HH529760

Nissan PJ02425 Propane Forklift

### OFFICE EQUIPMENT

All Office equipment currently ownen or acquired by Spydor Wood

### **MECHANICS TOOLS**

L-Tec V1-450A Welder

Lincoln Welder

1 tool box W/ maintaince tools

### **TOOLING**

Backer Plates to Match Inserts Cope & Stick

Solid Carb Inserts To Fit Head #90541 Cope & Pattern

Backer Plates to Match Inserts Cope & Stick

Solid Carb Inserts To Fit Head #90541 Cope & Pattern

Steel Spacer 2.875OD x 875 ID x Thk (4) 41.25 Ea.

Charles Schmidt Misc Tooling:

Insert tool 40 mm heads (6)

Insert tool 40 mm heads (1)

Insert profile pattern backers (36) sets

Insert profile pattern inserts (36) pair

40mm spliter saw W 1-3/4 bushings

40 mm insert reference engraver

Debtor: Joshua A. Stewart

Spydor Wood Products Incorporated Collateral covered by Financing Statement

Page 6

40 mm X 9 spiral insert head W/ inserts

40mm X 7" Moulder Head (5) 400 Ea.

40mm x 4 Moulder Head (4) 275.00 Ea.

40mm X 9 Moulder Head (3) 475.00 ea

1-13/16 X 4 Moulder head (2) 275 ea

1-13/16 x 9 Moulder head (3) 450 ea

5 ea rubber feed rolls

custom setup stand

2 x 1-1/4 Shaper Heads (20) 150.00 Ea.

6 X 1-1/4 4 knife heads (2) 275.00 ea

6 X 1-1/4 4 knife head

6" wire brush stack for 1-1/4 spindle (2) 75.00 ea

T&G Insert Set

Cope & Stick HSS Sets (15) 120.00 per Set

1-1/4 core/Stk Sets 3 wing (4) 180.00 per Set

1-13/16 x 2 Head (3) 150.00 Ea.

3 Wing 3/4 Cutters (25) 35.00 Ea.

2" st carbide sets (2) 65.00 ea

1 set 9" carbide corr. St knives

1/8 X 20 HSS planer knife sets (3) 125.00 ea

HSS Profile Knives Set (400) 110.00 per Set

Carbide 1/8 X 20 planer knife set

CBX Grinding Wheels (2) 120.00 Ea.

CBN Grinding Wheels (2) 120.00 Ea.

**Diamond Grinding Wheels** 

20" Planer Sharpening Jig

Set up Stands-Digital

Custom setup stand Ea.

16" St. Line Blades

14" St. Line Blades (5) 140.00 Ea.

12" Saw Blades (2) 70.00 Ea.

Debtor: Joshua A. Stewart Spydor Wood Products Incorporated Collateral covered by Financing Statement Page 7

14" Saw Blades (2) 110.00 Ea.

10" Precision Saw Blades (4) 90.00 ea.

10" Utility Saw Blades (9) 65.00 Ea.

8 misc carbide saw blades

8" Dado Sets (2) 125.00 Ea.

2 scoring saw blades SCMI

Router Bits (55) 25.00 Ea.

1 ea large flush cut bits W sprical cutter

1 ea med flush cut router bit

120MM x 3/4 Bore 2pcs splt Sawblade (2) 86.00 Ea.

5 ea plug cutters up to 3/4"

1 router bearing set

2 ea nail pullers

1 distress roller

2 ea hammers

2 ea custom distress scrapers

misc hand tools scrapers & little stuff

band saw blades (hitachi & 14" rockwell 4 ea)

Stile/Rail Shpr/Cutter Set w/1/4" Replacement Cutter

Back pack carbide sets inc. sq cope/stick sets

(1) Box of 10 12x12x1.5 MM reversible

Carbide Knives; (1) Box 10 14x14.2.0 MM

Carbide Spurs

(2) 9" Terminius insert heads 1173.00 ea

(4) 230x14x2.5 Terminus Carbide Knives 81.50 Ea.

High Steel Knives-Terminus (4) 23.75 Ea.

Cutter 2-1/2 w/Pattern Bearing

Insert Tooling Head #90541 B0 MM wide x 40 mm

5 ea 1-1/4 bandsaw blades

2x2x5/16 Ct Corr. Back Straight Knives-1"

(6) Solid Carb Replacement Inserts stking/cop

Debtor: Joshua A. Stewart Spydor Wood Products Incorporated Collateral covered by Financing Statement Page 8

(6) Backer Plates flor stking/coping

### Shop supplies & Hardware inventory

All shop supplies and inventory currently owned or aquired by Spydor Wood Products Inc.

### **Lumber Inventory**

All lumber inventory currently owned or aquired by Spydor Wood Products Inc.

### Shop cabinets & fixtures

timeclock enclosure
3 ea 4 drawer shop file cabinets 150.00 ea
Hinge supply rack assembeled & fixed in place

### Attachment #: 2

# **Security Agreement**

File name: Spydor Stock Documents to Jenny 4.pdf

Uploaded: 03/13/2020 04:00:02 PM

### STATE OF COLORADO

### UNIFORM COMMERCIAL CODE—SECURITY AGREEMENT

Debtor:
Name: Joshua Matthew Stewart, Individually, and as President for Spydor Wood Products Incorporated (Exact Legal Name Required)
Address:  Residence: 1210 County Road Z42, Norwood, CO 81423;mailing address: PO Box 1434, Norwood, CO 81423
(Street, City, State, Zip)  Business: 2221 Y43 Road, Norwood, CO 81423; mailing address PO Box 845, Norwood, CO 81423  (Street, City, State, Zip)
Secured Party:
Name: John Kellogg Herndon
Address: 4065 44ZS, Norwood, CO 81423; mailing address: PO Box 66, Norwood, CO 81423 (Street, City, State, Zip)
Debtor, for consideration, hereby grants to Secured Party a security interest in the following property and any and all additions, accessions and substitutions thereto or therefore (hereinafter called the "COLLATERAL"):
To secure payment of the indebtedness evidenced by a certain promissory note of even date herewith, payable to the Secured Party, or order, as follows:
DEBTOR EXPRESSLY WARRANTS AND COVENANTS:  1. That except for the security interest granted hereby, Debtor is, or to the extent that this agreement states that the Collateral is to be acquired after the date hereof, will be, the owner of the Collateral free from any adverse lien, security interest or encumbrances; and that Debtor will defend the Collateral against all claims and demands of all
persons at any time claiming the same or any interest therein.
2. The Collateral is used or bought primarily for:
2. The Collateral is used or bought primarily for:  Personal, family or household purposes;
Use in farming operations;
☑ Use in business.
3. That Debtor's residence, state of organization or chief executive office is as stated herein, and the Collateral will be kept at
2221 Y43 Road, Norwood, CO 81423
(Street, City, County, State, Zip)
4. If any of the Collateral is oil, gas, or minerals to be extracted or timber to be cut, or goods which are or are to become fixtures, said Collateral concerns the following described real estate situate in the County of and State of Colorado, to wit: N/A

- 5. Promptly to notify Secured Party of any change in the location of the Collateral.
- 6. To pay all taxes and assessments of every nature which may be levied or assessed against the Collateral.
- 7. Not to permit or allow any adverse lien, security interest or encumbrance whatsoever upon the Collateral and not to permit the same to be attached or replevined.

- 8. That the Collateral is in good condition, and that Debtor will, at Debtor's own expense, keep the same in good condition and from time to time, forthwith, replace and repair all such parts of the Collateral as may be broken, worn out, or damaged without allowing any lien to be created upon the Collateral on account of such replacement or repairs, and that the Secured Party may examine and inspect the Collateral at any time, wherever located.
  - 9. That Debtor will not use the Collateral in violation of any applicable statutes, regulations or ordinances.
- 10. The Debtor will keep the Collateral at all times insured against risks of loss or damage by fire (including so-called extended coverage), theft and such other casualties as the Secured Party may reasonably require, including collision in the case of any motor vehicle, all in such amounts, under such forms of policies, upon such terms, for such periods, and written by such companies or underwriters as the Secured Party may approve, losses in all cases to be payable to the Secured Party and the Debtor as their interest may appear. All policies of insurance shall provide for at least ten days' prior written notice of cancellation to the Secured Party; and the Debtor shall furnish the Secured Party with certificates of such insurance or other evidence satisfactory to the Secured Party as to compliance with the provisions of this paragraph. The Secured Party may act as attorney for the Debtor in making, adjusting and settling claims under or cancelling such insurance and endorsing the Debtor's name on any drafts drawn by insurers of the Collateral.

UNTIL DEFAULT Debtor may have possession of the Collateral and use it in any lawful manner, and upon default Secured Party shall have the immediate right to the possession of the Collateral.

DEBTOR SHALL BE IN DEFAULT under this agreement upon the happening of any of the following events or conditions:

- (a) default in the payment or performance of any obligation, covenant or liability contained or referred to herein or in any note evidencing the same;
- (b) the making or furnishing of any warranty, representation or statement to Secured Party by or on behalf of Debtor which proves to have been false in any material respect when made or furnished;
- (c) loss, theft, damage, destruction, sale or encumbrance to or of any of the Collateral, or the making of any levy seizure or attachment thereof or thereon;
- (d) death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or the commencement of any proceeding under any bankruptcy or insolvency laws of, by or against Debtor or any guarantor or surety for Debtor.

UPON SUCH DEFAULT and at any time thereafter, or if it deems itself insecure, Secured Party may declare all Obligations secured hereby immediately due and payable and shall have the remedies of a secured party under Article 9 of the Colorado Uniform Commercial Code. Secured Party may require Debtor to assemble the Collateral and deliver or make it available to Secured Party at a place to be designated by Secured Party which is reasonably convenient to both parties. Expenses of retaking, holding, preparing for sale, selling or the like shall include Secured Party's reasonable attorneys' fees and legal expenses (including the allocated fees and expenses of in-house counsel) and such portion of the Secured Party's overhead as it may in its reasonable judgment deem allocable to and includable in such expenses.

No waiver by Secured Party of any default shall operate as a waiver of any other default or of the same default on a future occasion. The taking of this Security Agreement shall not waive or impair any other security Secured Party may have or hereafter acquire for the payment of the above indebtedness, nor shall the taking of any such additional security waive or impair this Security Agreement; but Secured Party may resort to any security it may have in the order it may deem proper, and notwithstanding any collateral security, Secured Party shall retain its rights of set-off against Debtor.

All rights of Secured Party hereunder shall inure to the benefit of its successors and assigns; and all promises and duties of Debtor shall bind Debtor's heirs, executors or administrators or Debtor's successors or assigns. If there be more than one Debtor, their liabilities hereunder shall be joint and several.

Dated: 1/2015
Debtor: Johna M. Slewort

Joshua Matthew Stewart, Individually and as

President of Spydor Wood Products Incorporated

Spydor Wood Products Incorporated

Debtor's state of organization, or if not a registered organization, chief executive office

19891050655

Debtor's State Identification No.

UCC FINANCING STATEMENT
Filing Fee: \$18
Follow Instructions (front and back) Carefully

A. NAM	don 970-708-1591					
B. SEND	ACKNOWLEDGMENT TO: (Name and A	ddrcss)				
[ Joh	n Herndon Box 66 Norwood, CO 81423	j				
Ĺ		1	A BONE SBACE I	ZOD FILE	ng office use o	NLY
. L		t the same floor	(6) - do not abbreviate or combine	names	10 021200 00	
1. DEB	TOR'S EXACT FULL LEGAL NAME - in	sert only one debtor name (ta oi	10) - do not anoreviate or content			
OR	1a. ORGANIZATION'S NAME  1b. INDIVIDUAL'S LAST NAME	.	rmor man	MIDDLE	NAME	SUFFIX
ŀ	Stewart		Joshua	Matthew STATE	POSTAL CODE	COUNTRY
Ic. MAI	LING ADDRESS		CITY	CO	81423	USA
PO Box		1e, TYPE OF ORGANIZATION	Norwood   If JURISDICTION OF ORGANIZAT		1g. ORGANIZATION	AL ID#, if any
G ALLES	DEBTOR	neg.				NONE
			to year (2g ox 2h) do not share	viate or cot	nhine names	
2. ADI	DITIONAL DEBTOR'S EXACT FULL LEG	AL NAME - insert only one det	otor name (28 or 28) – do noc nobre	Video os oo.		
	2a. ORGANIZATION'S NAME					
OR	Spydor Wood Products Incorporated 2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE		SUFFIX
3.53	T DIO ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
2c. MA PO Box	ILING ADDRESS		Norwood	co	81423 2g. ORGANIZATIO	USA TO# if serv
POBox	ADD'L INFO RE	2e. TYPE OF	2£ JURISDICTION OF ORGANIZA	TION	2g. ORGANIZATIO	NAL ID#, II ally
	ORGANIZATION DEBTOR	ORGANIZATION			19891050655	NONE
		Corporation	Colorado	noma (3a n	1 r 3b)	
3, SECU	RED PARTY'S NAME (or NAME of TOTA	AL ASSIGNEE of ASSIGNOR S.	(P) - insert only one secured party	name (5a o		
	3a. ORGANIZATION'S NAME	•			·	
OR	AND AND A OF MARKET		FIRST NAME	MIDDL	E NAME	SUFFIX
	3b. INDIVIDUAL'S LAST NAME		John	Kellogg	ţ	
- 1	Herndon AILING ADDRESS		CITY	STATE	POSTAL CODE	COUNTRY
	~ ~		Norwood	CO	81423	USA
4. Thi	c 66 is FINANCING STATEMENT covers the fo	llowing collateral: See collateral lis	sted on attached sheets.			
5. Al	TERNATIVE DESIGNATION (if applicab	e): LESSEE/LESSOR		GNOR	☐ BAILEE/BA	AILOR FILING
6.	This FINANCING STATEMENT is to b REAL ESTATE RECORDS					
8. OI	TIONAL FILER REFERENCE DATA					

Letter of Resignation Spydor Wood Products Inc.

Spydor Wood Products Inc.
Date: 1/1/2013
CO 1 W 1D 1 to A
I hereby resign my position on the Board of Directors of Spydor Wood Products Inc. A
President, Vice President, Secretary, and Treasure, effective as of the Date first written
above.
John Herndon: Date:Date:





# Search Results

Search Criteria:

Debtor name: spydor wood products incorporated Normalized org. name: SPYDORWOODPRODUCTS

The search results include lapsed records.

	ω	10	_	#	
				Select	Select All
	20202025830	20162023869	20152099893	Document #	_
	03/13/2020	03/16/2016	10/30/2015	Date	
	Spydor Wood Products Incorporated	SPYDOR WOOD PRODUCTS	SPYDOR WOOD PRODUCTS	Debtor	
(1 of 1)	John Kellogg Herndon	ALPINE BANK, A COLORADO BANKING CORPORATION	SECURED LENDER SOLUTIONS, LLC	Secured Party	(1 of 1)
3	UCC financing statement	UCC financing statement	UCC financing statement	Туре	à
	20202025830	20162023869	20152099893	Record #	
	03/13/2025	03/16/2021	10/30/2020	Lapse Date	

Date: 3/10/21
To: San Miguel County Commissioners
From: Peggy Kanter, San Miguel County Assessor
RE: Abatement Petition #
Petitioner: John Herdon
Agent:
Account Number: P0092097
Petitioner: 🗆 Did Protest 👿 Did Not Protest
Year(s): 2019 & 2020 Appointment of Agency for tax years 2018-2020
Petitioner provided documentation: Yes  No More documentation requested
Petitioner's estimate of value: \$ Unknown
Accessorie Office.
Assessor's Office:
Reviewed documentation and assessors' records for errors  Attached documentation for recommendation of value
☐ Illegal/erroneous/clerical errors
Illegal application of Mill Levy
☐ Taxable to Exempt
Double assessment
☐ Taxpayer made reporting error on Personal Property Declaration
Overvaluation: No protest filed for that year
BAA or Court order
BIA (Best Information Available) When an owner does not file a personal property declaration
schedule with the Assessor, the Assessor assigns a BIA assessment to the property, § 39-5-116 (1) C.R.S. A Notice of Valuation is mailed to the owner, and if the BIA value is not protested during the
statutory time frame, an abatement petition filed by the owner on the BIA assessment should be
denied, 39-5-118, C.R.S. See Property Tax Administrator v. Production Geophysical Services, Inc.,
860 P.2d 514 (Colo. 1993).
□ Overvaluation: Law precludes owners from filing both a protest and an abatement petition for the same
assessment year when overvaluation is the reason for the abatement 39-10-114 (1)(a)(I)(D) C.R.S.
☐ Late Filing: Abatement or refund of taxes is limited to a maximum of two (2) years after the January 1
of the year following the year in which taxes were levied 39-10-114 (1)(a)(I)(A) C.R.S.
☐ Homeowners' Association (HOA) Common Elements transferred after January 1 is not prorated
☐ Field inspection was requested and conducted
□ Application for contiguous classification sent □ Returned □ Contiguous classification confirmed
Applied for contiguous classification, but did not meet all of the following requirements to qualify:
☐ Parcels are touching, not separated by roads or common elements
☐ Parcels are under common ownership
☐ Unimproved parcel is used as a unit in conjunction with residential parcel Not provided to Assessor
Assessor's office denies petition: After review, Assessor felt the actual value correctly reflects the
<ul> <li>June 30, 2020 market value</li> <li>□ Assessor's office approves or approves in part an adjustment to the petitioned parcel</li> </ul>
- Accessor a chief approves or approves in part an adjustment to the petitioned parcer
Assessor recommends final actual value: \$83,597.00 for the year(s) 2019 & 2020

### PETITION FOR ABATEMENT OR REFUND OF TAXES County: (Use Assessor's or Commissioners' Date Stamp) MAR 0 1 2021 Section I: Petitioner, please complete Section I only. Petitioner's Name: Petitioner's Mailing Address: JORWOOD $\mathcal{I}\mathcal{O}$ City or Town State SCHEDULE OR PARCEL NUMBER(S) PROPERTY ADDRESS OR LEGAL DESCRIPTION OF PROPERTY 12 P009209 Petitioner requests an abatement or refund of the appropriate taxes and states that the taxes assessed against the above property for property tax year(s) \_\_\_\_\_ and \_\_\_ are incorrect for the following reasons: (Briefly describe why the taxes have been levied erroneously or illegally, whether due to erroneous valuation, irregularity in levying, clerical error or overvaluation. Attach additional sheets if necessary.) EQUIPMENT WAS REACQUIRED FROM A LOAN DEFAULT IN 2021 & HAD NOT BEEN USED IN A BUSINESS, I DO NOT PLAN TO USE THE EQUIPMENT IN A FUTURE BUSINESS. \$UNKNOWN (2019) and \$UNKNOWN (2020) Year Value Year Petitioner's estimate of value: I declare, under perfeity of perjury in the second degree, that this petition, together with any accompanying exhibits or statements, has been prepared or examined by me, and to the best of my knowledge, information and belief, is true, correct, and complete. Daytime Phone Number (1/10 Petitioner's Signature Ву Daytime Phone Number (\_ Agent's Signature\* Printed Name: Email \*Letter of agency must be attached when petition is submitted by an agent. If the Board of County Commissioners, pursuant to § 39-10-114(1), C.R.S., or the Property Tax Administrator, pursuant to § 39-2-116, C.R.S., denies the petition for refund or abatement of taxes in whole or in part, the Petitioner may appeal to the Board of Assessment Appeals pursuant to the provisions of § 39-2-125, C.R.S., within thirty days of the entry of any such decision, § 39-10-114.5(1), C.R.S. Section II: Assessor's Recommendation (For Assessor's Use Only) Assessor recommends approval as outlined above. If the request for abatement is based upon the grounds of overvaluation, no abatement or refund of taxes shall be made if an objection or protest to such valuation has been filed and a Notice of Determination has been mailed to the taxpayer, § 39-10-114(1)(a)(I)(D), C.R.S. Tax year 2019 Protest? No Yes (if a protest was filed, please attach a copy of the NOD.) Tax year: 202 Protest? **X**No Yes (If a protest was filed, please attach a copy of the NOD.) Assessor recommends denial for the following reason(s): Examples of typical abatement situations that should be denied: Best Information Available (BIA) Assessments: When an owner does not file a personal property declaration schedule with the assessor, the assessor assigns a BIA assessment to the property, § 39-5-116(1), C.R.S. A Notice of Valuation is mailed to the owner, and if the BIA value is not protested during the statutory time frame, an abatement petition filed by the owner on the BIA assessment should be denied, § 39-5-118, C.R.S. See Property Tax Administrator v, Production Geophysical Services, Inc., 860 P.2d 514 (Colo. 1993). r's Signature

FOR ASSESSORS AND COUNTY COMMISSIONERS USE ONLY
(Section III or Section IV must be completed)

Every petition for abatement or refund filed pursuant to § 39-10-114, C.R.S. shall be acted upon pursuant to the provisions of this section by the Board of County Commissioners or the Assessor, as appropriate, within six months of the date of filing such petition, § 39-1-113(1.7), C.R.S.

Section III: Written Mutual Agreement of Assessor and Petitioner (Only for abatements up to \$10,000)									
The Commissioners ofCounty authorize the Assessor by Resolution No to review petitions for abatement or refund and to settle by written mutual agreement any such petition for abatement or refund in an amount of \$10,000 or less per tract, parcel, or lot of land or per schedule of personal property, in accordance with § 39-1-113(1.5), C.R.S.									
The Assessor and Petitioner mutually agree to the values and tax abatement/refund of:									
	Tax Year			Tax Year					
. <u>Ac</u>	tual Assessed	<u>Tax</u>	<u>Actual</u>	Assessed	<u>Tax</u>				
Original				article Control (All Control (A					
Corrected	Wide Annual Control								
Abate/Refund									
	t does not Include accrued interest t the County Treasurer for full pay		associated with lat	e and/or delinquent tax p	ayments, if				
Petitioner's Signature	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		Date						
Assessor's or Deputy As	sessor's Signature		Date						
	**************************************			·					
Section IV:	(Must be con	the County (	does not apply)						
	nty Commissioners of g held on// Month Day Yea	, at which mee							
with notice of such m	eeting and an opportunity to	he present hav	ng been given t	o the Petitioner and	the Assessor				
	ssessor			eing presentnot p	1				
		Name							
Petitioner	Name	(being pres	entnot prese	nt), and WHEREAS	, the said				
NOW BE IT RESOL	ers have carefully considere VED, that the Board (agree) upproved-approved in par	s-does not agn	ee) with the reco	mmendation of the	a a				
Year Assessed	d Value Taxes Abate/Refu	nd Year	Assessed	Value Taxes	Abate/Refund				
		Chairpe	son of the Board o	of County Commission	ers' Signature				
t, in and for the aforem record of the proceed	County entioned county, do hereby lings of the Board of County	certify that the a	bove and forego	Board of County Co ing order is truly co	ommissioners pled from the				
	EOF, I have hereunto set m	y hand and affix	ed the seal of sa	aid County					
thisda	Month	Year .							
			County Cler	k's or Deputy County (	lerk's Signature				
Note: Abatements greate	r than \$10,000 per schedule, per	year, must be submi	ted in duplicate to t	he Property Tax Adminis	trator for review.				
Section V:	Action of the	Property Ta		tor					
The action of the Box	ard of County Commissione	rs, relative to thi	s abatement pet	ition, is hereby					
☐ Approved ☐ App	proved in part \$	О	Denied for the fo	bllowing reason(s):					
Secretary's	Signature	Proper	ty Tax Administrator	's Signature	Date				

# Sent 1/11/19 Not Returned

SAN MIGUEL COUNTY ASSESSOR 333 W COLORADO AVENUE 2ND FLOOR PO BOX 506 TELLURIDE, CO 81435

OFFICE USE ONLY

Phone: (970) 728-3174 Office Hours: 8:00 am - 5:00 pm, M-F

2019

**DUE DATE** 

STATE OF COLORADO

**APRIL 15TH** 

COMMERCIAL PERSONAL PROPERTY
DECLARATION SCHEDULE
(Any changes of Name, Address, Furniture, or Equipment may be made directly to this form)

	ILE/ACCOUNT NUMBER	SECTION A	: continued	<u></u>
56WP 203 P009				
SECTION A: BUSINESS NAME AND ADDRESS (Indica	ate Any Changes)	BUSINESS	PHONE:	
SPYDOR WOOD PRODUCTS II	NC.	BUSINESS	FAX:	
PO BOX 845 NORWOOD CO 81423-0845		BUSINESS	CELL:	
		BUSINESS	EMAIL:	
		SECTION E	Ł	
PHYSICAL LOCATION OF THE BUSINESS (Indicate A	ny Changes)	Type of Bus or Service _	iness	
NORWOOD	•	Business St	art-Up Date	
		Total Square	e Feet	
Selling Price of Furnishings, Assets and Eq Purchaser Name <i>l</i>	Address:  Phone:  n Stored:  complete itemized listing of all Persided.  ded.  ons and Deletions TO THE FOLLOW roanization. In Section E you must o	sonal Property.	THST	
	are detailed instructions provided SONAL PROPERTY: All personal pro-	operty leased, bo	rrowed, or rented by	allantad bafaus it is
Lessor's Name & Address	Item Description (model or lease number)	Lease Start Date	Lease Termination Date	Date and Cost (If purchased afte termination.)
		I .	1	

are subject to IRS depreciation and leasehold improvements. Do not include licensed equipment or software. Submit original installed cost only (no depreciated values). Attach additional sheets, if applicable (indicating your schedule/account number).

YEAR ACQUIRED

ORIGINAL INSTALLED COST

MONTH/YEAR PLACED IN HSF

ITEM DESCRIPTION

### SAN MIGUEL COUNTY ASSESSOR 333 W COLORADO AVENUE 2ND FLOOR PO BOX 506 TELLURIDE, CO 81435

### 2019 PERSONAL PROPERTY NOTICE OF VALUATION

Phone: (970) 728-3174 Office Hours: 8:00 am - 5:00 pm, M-F THIS IS NOT A TAX BILL

DATE: June 14, 2019

ACCOUNT NUMBER	TAX YEAR	TAX AREA GODE	PROPERTYO	DESCRIPTION (MAY NOT BE	ECOMPLETE)
P0092097	2019	203			
P 383*1**G50**0.43**1/2**********AUTO SPYDOR WOOD PRODUCTS II PO BOX 845 NORWOOD CO 81423-0845 E R T Y CLASSIF	րդեկ  երդե	· ·	PRIOR YEAR ACTUAL VALUE	CURRENT YEAR ACTUAL VALUE	+ON - CHANGE
PERSONAL PROPERTY	HE CONTROL OF THE PROPERTY OF	NUSARDIIII 194(6215-2229) (2216-2216-2216-2216-2216-2216-2216-2216	83,597	83,597	0
	-	TOTALS	83,597	83,597	0

### PERSONAL PROPERTY:

The "current year actual value" represents the actual value of your property as of the June 30, 2018 appraisal date, 39-1-104(10.2)(a), C.R.S. The tax notice you receive next January will be based on this value.

An assessment percentage will be applied to the actual value of your property before property taxes are calculated. The assessment percentage for personal property is 29%, 39-1-104(1), C.R.S.

DATE: June 14, 2019

				DAIL. Julie 14, 2	.019
	PERS	SONAL PROPERTY AR	PPEAL FORM		
You have the r	ight to appea	l your personal property	value and/or the classific	ation.	~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~~
ACCOUNT NUMBER	TAX YEAR	TAX AREA CODE	PROPERTY (	ESCRIPTION (MAY NOT BE C	DMPLETE)
P0092097	2019	203			00007/P0007/P00007/P00007/P00007/P00007/P00007/P00007/P00007/P00007/P00007/P00007/P00007/P00007/P00007/P00007
P R0 SPYDOR WOOD PRODUCTS INC GW PO BOX 845 PN NORWOOD CO 81423-0845 EE R8 T Y					
CLASSIFICATION			PRIOR YEAR ACTUAL VALUE	CURRENT YEAR ACTUAL VALUE	+ OR – CHANGE
PERSONAL PROPERTY			83,597	83,597	0
	·				
		TOTALS	83,597	83,597	0

### PERSONAL PROPERTY APPEAL PROCEDURES

### Furnishings, Machinery, and Equipment

APPEALING BY MAIL OR IN PERSON: If you choose to object to your valuation, please complete the appeal form and return it to the Assessor at the address listed on the front of this form. To preserve your right to object, your appeal must be postmarked, emailed, faxed (Please check with your county assessor to see if faxing is available.) or delivered in person on or before June 30, 2019, 39-5-122(2), C.R.S.

Your right to appeal your property value expires on June 30, 2019.

IF THE DATE FOR FILING ANY REPORT, SCHEDULE, CLAIM, TAX RETURN, STATEMENT, REMITTANCE, OR OTHER DOCUMENT FALLS UPON A SATURDAY, SUNDAY OR LEGAL HOLIDAY, IT SHALL BE DEEMED TO HAVE BEEN TIMELY FILED IF FILED ON THE NEXT BUSINESS DAY. 39-1-120(3), C.R.S.

ASSESSOR'S DETERMINATION: The Assessor must make a decision on your appeal and mail a Notice of Determination on or before July 10, 2019.

APPEALING THE ASSESSOR'S DECISION: If, after filing an appeal with the Assessor you do not agree with the Notice of Determination (NOD), or you do not receive a NOD, you may file a written appeal with the County Board of Equalization on or before July 20, 2019. 39-8-106(1)(a),C.R.S.

For more information contact the Assessor's Office at the telephone number listed on the front of this form.

TO PRESERVE YOUR APPEAL RIGHTS, YOU MAY BE REQUIRED TO PROVE THAT YOU HAVE FILED A TIMELY APPEAL: THEREFORE, WE RECOMMEND ALL CORRESPONDENCE BE MAILED WITH PROOF OF MAILING.

### <u>Personal Property Questionnaire</u>

ATTACH ADDITIONAL DOCUMENTS AS NECESSARY

·	
MARKET APPROACH: This approach to value uses sales from the previous year to determine the act	tual value of your personal property on January 1 of this year.
The following information will help you estimate the market value of your personal property. If availa	able, attach a copy of any appraisal or written estimate of value.
if conducted during the previous year	, , , , , , , , , , , , , , , , , , , ,

The following info	ormation will help you estimate the market value of your personal property. If available ng the previous year.	e, attach a copy of any appraisal or written estimate of value,			
DATE SOLD	ITEM	SELLING PRICE			
Based on these s what do you belie	ales and accounting for differences between sold properties and your property, we your property would have sold for on <u>January 1 of this year</u> ? \$				
COST APPROACH	I: This approach to value uses replacement cost new, less depreciation, to determine t	***************************************			
Item	Estimated Replacement Cost New \$	Source			
	en made to the property, i.e., refurbishing, reconditioning, addition of components, etc.?				
DATE	Description of Change	Cost			
name and a second	11/2/000007 (11/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1/1				
Is your equipmen	t in a typical condition for its age? YES NO If not, why?				
Based on the orig	inal cost of acquisition and the cost of any changes, less depreciation, estimate the to				
MICORE SOCO	Oth This approach to the column of the colum				

INCOME APPROACH: This approach to value converts economic net income from the previous year into present worth on January 1 of this year. If your personal property was rented or leased during the previous year, attach operating statements showing rental and expense amounts for this property. If known, list rents of comparable equipment negotiated during the previous year. If an appraisal using the income approach was conducted during the previous year, please attach.

FINAL ESTIMATE OF VALUE: \$

### AGENT ASSIGNMENT

SAN MIGUEL COUNTY ASSESSOR 333 W COLORADO AVENUE 2ND FLOOR PO BOX 506 TELLURIDE, CO 81435

## 2020 PERSONAL PROPERTY NOTICE OF VALUATION

Phone: (970) 728-3174

THIS IS NOT A TAX BILL

Office Hours: 8:00 am - 5:00 pm, M-F

DATE: August 03, 2020

	ACCOUNT NUMBER	TAX YEAR	TAX AREA CODE	PROPERTY I	DESCRIPTION (MAY NOT BE	COMPLETE)
	P0092097	2020	203			
PROWNERTY	384*2**G50**0.43**1/2********AUTOMIXE SPYDOR WOOD PRODUCTS INC PO BOX 845 NORWOOD CO 81423-0845 •	,,, <sup>1</sup> ,1 <sup>1</sup> ,1   ,1 <sup>1</sup>	- - - - - - - - - - - - - - - - - - -	PRIOR YEAR ACTUAL VALUE	GURRENT VEAR ACTUAL VALUE	+OR - CHANGE
PE	ERSONAL PROPERTY			83,597	83,597	0
				-		
			TOTALS	83,597	83,597	0

### PERSONAL PROPERTY:

The "current year actual value" represents the actual value of your property as of the June 30, 2019 appraisal date, 39-1-104(10.2)(a), C.R.S. The tax notice you receive next January will be based on this value.

An assessment percentage will be applied to the actual value of your property before property taxes are calculated. The assessment percentage for personal property is 29%, 39-1-104(1), C.R.S.

DATE: August 03, 2020

				, tugadi do	, 2020
You have the ri	midden and selection of the selection of	SONALEPROPERIE/A	PPEAL FORM value and/or the classific	ation	
ACCOUNT NUMBER	TAX YEAR	TAX AREA GODE	00K-10K-10K-10K-10K-10K-10K-10K-10K-10K-	ESCRIPTION (MAY NOT BE C	DMPLETE)
P0092097	2020	203	ман жана жана жана жана жана жана жана ж	n-mensey) her konstitueren in terres in statuen in statuen in statut (og gegen bytog).	PHI (PHI SERIES AND THE SERIES AND T
SPYDOR WOOD PRODUCTS INC PO BOX 845 NORWOOD CO 81423-0845 EE					
PERSONAL PROPERTY			PRIOR YEAR ACTUAL VALUE 83,597	GURNENT YEAR ACTUAL VALUE 83,597	+OR — CHANGE
		TOTALS	83,597	83,597	0

### PERSONAL PROPERTY APPEAL PROCEDURES

### Furnishings, Machinery, and Equipment

APPEALING BY MAIL OR IN PERSON: If you choose to object to your valuation, please complete the appeal form and return it to the Assessor at the address listed on the front of this form. To preserve your right to object, your appeal <u>must</u> be postmarked, emailed, faxed (Please check with your county assessor to see if faxing is available.) or delivered in person on or before August 20, 2020, 39-5-122(2), C.R.S.

### Your right to appeal your property value expires on August 20, 2020.

IF THE DATE FOR FILING ANY REPORT, SCHEDULE, CLAIM, TAX RETURN, STATEMENT, REMITTANCE, OR OTHER DOCUMENT FALLS UPON A SATURDAY, SUNDAY OR LEGAL HOLIDAY, IT SHALL BE DEEMED TO HAVE BEEN TIMELY FILED IF FILED ON THE NEXT BUSINESS DAY, 39-1-120(3), C.R.S.

ASSESSOR'S DETERMINATION: The Assessor must make a decision on your appeal and mail a Notice of Determination on or before September 2, 2020.

**APPEALING THE ASSESSOR'S DECISION:** If, <u>after filing an appeal with the Assessor</u> you do not agree with the Notice of Determination (NOD), or you <u>do not</u> receive a NOD, you may file a written appeal with the County Board of Equalization **on or before September 14, 2020.** 39-8-106(1)(a), C.R.S.

For more information contact the Assessor's Office at the telephone number listed on the front of this form.

TO PRESERVE YOUR APPEAL RIGHTS, YOU MAY BE REQUIRED TO PROVE THAT YOU HAVE FILED A TIMELY APPEAL; THEREFORE, WE RECOMMEND <u>ALL</u> CORRESPONDENCE BE MAILED WITH <u>PROOF OF MAILING</u>.

### PERSONAL PROPERTY QUESTIONNAIRE

ATTACH ADDITIONAL DOCUMENTS AS NECESSARY

MARKET APPROACH: This approach to value uses sales from the previous year to determine the actual value of your personal property on <u>January 1 of this year</u>. The following information will help you estimate the market value of your personal property. If available, attach a copy of any appraisal or written estimate of value, if conducted during the previous year.

DATE SOLD ITEM SELLING PRICE

Based on these sales and accounting for differences between sold properties and your property.

what do you believe your property would have sold for on <u>January 1 of this year?</u> \$

COST APPROACH: This approach to value uses replacement cost new, less depreciation, to determine the value of your personal property on <u>January 1 of this year</u>.

tem \_\_\_\_\_\_ Estimated Replacement Cost New \$ \_\_\_\_\_ Source

Have changes been made to the property, i.e., refurbishing, reconditioning, addition of components, etc.? YES NO If yes, give date, description and estimated cost.

DATE Description of Change Cost

**INCOME APPROACH:** This approach to value converts economic net income from the previous year into present worth on <u>January 1 of this year</u>. If your personal property was rented or leased during the previous year, attach operating statements showing rental and expense amounts for this property. If known, list rents of comparable equipment negotiated during the previous year. If an appraisal using the income approach was conducted during the previous year, please attach.

FINAL ESTIMATE OF VALUE: \$

### AGENT ASSIGNMENT

SSIGNMENT: I authorize the helpurnamed agent to act an my hehalf regarding the property tay valuation of the property described herein for the year

Sent 1/8/20 Not returned

SAN MIGUEL COUNTY ASSESSOR 333 W COLORADO AVENUE 2ND FLOOR PO BOX 506 TELLURIDE, CO 81435

OFFICE USE ONLY

Phone: (970) 728-3174 Office Hours: 8:00 am - 5:00 pm. M-F

2020

**DUE DATE APRIL 15TH** 

STATE OF COLORADO APPROPERTY

COMMERCIAL PERSONAL PROPERTY

DECLARATION SCHEDULE

(Any changes of Name, Address, Furniture, or Equipment may be made directly to this form)

· .		
B.A. CODE T.A. CODE	SCHEDULE/ACCOUNT NUMBER	SECTION A: continued
56WP 203	P0092097	
SECTION A: BUSINESS NAME AN	D ADDRESS (Indicate Any Changes)	BUSINESS PHONE:
		BUSINESS FAX:
SPYDOR WOOD PRODUC PO BOX 845	CTS INC	BUSINESS CELL:
NORWOOD CO 81423-084	45	BUSINESS EMAIL:
		SECTION B:
PHYSICAL LOCATION OF THE BU	Type of Business	
•		or Service
NORWOOD		Business Start-Up Date
		Total Square Feet
Personal Property S Selling Price of Furnish	ings, Assets and Equipment:	
	Purchaser Name/Address:	
<b>-</b>	Phone:	
	Cocation Stored.	
Use Section E and attach add  Existing Business/Organiza  New Owner of Previously Eyproperty acquired in the purch	tion, Indicate Additions and Deletions TO THE F cisting Business/Organization, In Section E you ase, Include additions made prior to January 1.	FOLLOWING EQUIPMENT LIST.  ou must give a complete itemized listing of all personal
For yo	our reference there are detailed instructions p	rovided on the back of this form.
nally sold, is considered exempt and s	leased 30 days at a time or less, rented at the re should NOT be reported. Attach additional sheets	sonal property leased, borrowed, or rented by you as of January enter's option and for which sales/use tax is collected before it is s, if applicable (indicating your schedule/account number).
Lessor's Name & Addre	ess Item Description (model or lease number	r) Lease Lease Date and Cost r) Start Termination (if purchased afte Date Date termination.)
•		

ITEM DESCRIPTION

YEAR ACQUIRED

USED QUANTITY

MONTH/YEAR

INSTALLED COST



AGENDA ITEM - 5.a.

### TITLE:

10:00 am Public Hearing: Consideration of an amendment to the Alpine Wellness, LLC Marijuana Retail Cultivation Facility Special Use Permit: Add an Outdoor Cultivation Area, 2 temporary greenhouses and a processing/Storage Building./MOTION

Presented by: John Huebner, Senior Planner

**Time needed:** 45 mins

### PREPARED BY:

John Huebner, Senior Planner

### RECOMMENDED ACTION/MOTION:

### Recommendation

Planning staff recommends approval of the application, with the findings and conditions contained in the following sample motion:

### Sample Motion:

I move to approve the proposed amendment to the Alpine Wellness, LLC Marijuana Retail Cultivation Facility Special Use Permit, and adopt Resolution No. 2021-11, to add a 20,000 s.f. Outdoor Cultivation Area, two (2) 3,000 s.f. Non-substantial greenhouses, i.e. "hoop houses", and a 3,000 s.f. Processing/ Storage Building, based on the finding that the proposed amendment complies with the standards of Land Use Code Section 5-2905 et seq. for Retail and Medical Marijuana Cultivation Facilities and the County Master Plan with the following conditions:

### General Conditions:

- 1. This Special Use Permit (SUP) is issued to the applicant and does not run with the land.
- 2. This SUP Approval is subject to all written representations of the applicant, in the original submittal and all supplements, letters and emails, are deemed to be conditions of approval, except to the extent modified by this Motion.

### Specific Conditions:

- 3. All applicable conditions of approval as set forth in BOCC Resolution 2016-17 shall be followed.
- 4. The Special Use Permit shall only be valid as long as the applicant holds a current State and County License for the approved use and complies with all state and county regulations at all times.
- 5. The location of the Outdoor Cultivation Area, "hoop houses" and processing / storage building shall be as shown on the enclosed Site Map.
- 6. The fence design shall be as approved by the Colorado Marijuana Enforcement Division. A copy of the final MED approval shall be submitted to the Planning Department upon receipt.

- 7. If the facilities (greenhouse, hoop houses or storage/processing building) are to be used after dark the facilities will be constructed in such a way as to prevent light leakage from the buildings; no outdoor lighting shall be allowed except at the entrance gate that is motion sensitive, shielded and directed down and meets the International Dark-Sky Association (IDA) guidelines for light color and intensity.
- 8. Privacy screening may be required after construction of the greenhouse, outdoor cultivation area, hoop houses, and storage/building.
- 9. The Non-substantial greenhouses, i.e. "hoop houses" will be permitted for an initial period of one (1) year, with renewal for one (1) additional year upon administrative review. They shall not be permitted to be used for a period longer than two (2) years. The hoop house coverings shall be maintained and all torn plastic shall be removed immediately.
- 10. No signs will be posted on the property advertising the business with the exception of a sign that identifies the state and county license numbers and which buildings are not being used for cultivation.
- 11. All processing of marijuana shall take place within the processing/storage building or greenhouses
- 12. If offensive odors are reported offsite by the neighbors, after consultation with the Planning Department, the applicant may be required to provide an odor removal system.
- 13. Waste disposal shall comply with Colorado Department of Health & Environment regulations.
- 14. Equipment related to the cultivation operation will be stored inside a structure or within an enclosed area.
- 15. Any and all water used associated with the Marijuana Facility shall be in accordance with guidance provided by the Colorado Division of Water Resources and not in conflict with the water decree for the source of water being used.
- 16. All outdoor water storage shall be covered and maintained to prevent the establishment of mosquito larvae and other vectors.
- 17. Unless needed for security of the overall site, fence segments shall be opened to allow wildlife to move through the site when outdoor cultivation is not occurring.
- 18. The applicant shall maintain and remove any damaged and exposed landscape fabric used in the outdoor cultivation area to prevent litter from spreading.
- 19. Applicant will remove hoop house coverings at the end of the growing season for winter.
- 20. Applicant will monitor the traffic associated with its operation and will make attempts to mitigate excessive traffic on Woodstock Road.
- 21. Any request to increase the number of growing areas, greenhouses or structures on site or to modify the conditions of this SUP approval may be considered a Substantial Amendment and shall be reviewed subject to the applicable Land Use Code requirements and process for a Marijuana Retail Cultivation Facility.
- 22. The applicant shall obtain all necessary state and local permits, including Building, Development, Electrical, and MED.

### Review Period:

23. There shall be an annual review after the first full calendar year of operations (January 2023). Prior to this annual review by the Planning Commission, notice will be provided to the neighbors and individuals and review who received noticed for this SUP amendment application, prior to the scheduled public meeting so they may make their comments, questions or concerns known to the CPC and BOCC. The CPC shall then make its recommendation to the BOCC as to any recommended changes to the approved SUP, if any.

The BOCC may then take action to allow the SUP to continue as approved,

modify or add conditions, or even revoke the SUP for non-compliance with the BOCC Resolution terms and conditions of approval or if there are unintended substantial impacts to neighbors adjacent to the site. As a part of its consideration the BOCC may make a determination in its discretion if there is a need for additional annual reviews, or periodic reviews of the terms and conditions of the SUP in the future or not.

### INTRODUCTION/BACKGROUND:

### **FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

### **ATTACHMENTS:**

Description Upload Date
Memo and Packet 3/30/2021

Public Hearing Record

**Board of County Commissioners** 

Application: Amendment to the Alpine Wellness, LLC Marijuana Retail Cultivation Facility

Special Use Permit: Add an Outdoor Cultivation Area, 2 temporary greenhouses

and a processing/storage Building

Date: April 7, 2021

1. San Miguel County Land Use Code (Adopted 11/30/90) with all amendments to date (By Reference Only).

- 2. San Miguel County Comprehensive Development Plan (Adopted 8/3/78) with all amendments to date (By Reference Only).
- 3. Memorandum to the San Miguel County Board of County Commissioners from John Huebner, Senior Planner dated April 7, 2021.
- 4. Draft Resolution
- 5. Draft Minutes of the March 11, 2021 County Planning Commission meeting.
- 6. Memorandum to the San Miguel County Planning Commission from John Huebner, Senior Planner dated March 11, 2021.
- 7. San Miguel County Board of Commissioners Resolution 2016-17.
- 8. Marijuana Enforcement Division Outdoor Cultivation Rules
- 9. Certification of Application Completeness from John Huebner, Senior Planner dated January 25, 2021.
- 10. Application submitted by Nolan Murphy, Alpine Wellness, LLC, received January 8, 2021, and Supplements received January 27, 2021.
- 11. Applicant's Certifications of Compliance with the public noticing requirements of the San Miguel County Land Use Code Section 3-9 dated February 16, 2021 and March 15, 2021.
- 12. Public Hearing Notice published in the Norwood Post and Telluride Daily Planet on March 17, 2021.

### **AGENCY COMMENTS**

- 13. Agency Referral Email(s) from John Huebner, Senior Planner dated January 26, 2021 and March 3, 2021.
- 14. Email received from Amy Markwell, County Attorney, to John Huebner, Senior Planner dated January 26, 2021.

15. Email received from Ryan Righetti, County Roads D, to John Huebner, Senior Planner dated January 26, 2021.

### PUBLIC COMMENTS

- 16. Email received from Patti Jo Royer, Lot 1, La Mesa Vista, to John Huebner, Senior Planner dated February 18, 2021.
- 17. Letter received from Dave and Lynette Foley, adjacent property owner, to Planning Department dated March 2, 2021.

### MEMORANDUM

**TO**: San Miguel County Board of Commissioners

**FROM**: John Huebner, Senior Planner

**RE**: Amendment to the Alpine Wellness, LLC Marijuana Retail Cultivation

Facility Special Use Permit: Add an Outdoor Cultivation Area, 2 temporary

greenhouses and a processing/storage Building

**DATE**: April 7, 2021

[Z:\Applications\_Alpine Wellness\_Marijuana Cultivation SUP\_Wrights Mesa\Amend Outdoor Cultivation 4.7.21]

### **Background**

Alpine Wellness, LLC was granted a Special Use Permit (SUP) for a Retail Marijuana Cultivation Facility in the Wright's Mesa zone district by the Board of County Commissioners, BOCC Resolution 2016-17 (see attached). A 3,000 s.f. Substantial Greenhouse was subsequently built for the cultivation of Retail Marijuana by Alpine Wellness on the subject property located at 557 Woodstock Road, Norwood, Colorado, a 79 acre parcel (PIN # 429529400007). Alpine Wellness, LLC has a State and Town Licensed retail marijuana store in Telluride. It was recently approved to open a retail marijuana store in the Town of Norwood.

The Planning Director issued a Temporary Use Permit to Alpine Wellness, LLC for the 2020 season allowing up to a 20,000 square-feet outdoor cultivation area; about 5,400 s.f. was planted. The purpose of the permit was to expand the retail growing operation for export to offset the loss of business directly related to the pandemic. This temporary approval expired on November 30, 2020.

LUC Section 5-29 was amended in October, 2020 to allow consideration of outdoor cultivation areas and temporary greenhouses. The amendment removed the limit on 3 greenhouses and allows applicants to propose cultivation areas commensurate with the number of plants allowed by the State license.

Alpine Wellness owns 2 shares of Lone Cone ditch water and has a Water Courtapproved decree. Currently, the water decree specifies it is for use within greenhouses; any outdoor cultivation would be limited to ditch water unless and until the decree is amended. The water decree allows for two one-acre ponds that are five feet deep and for the development of two additional 15-gpm wells. The existing well on the property is for domestic use only, as are the two Norwood water taps.

Alpine Wellness, LLC is licensed by the State of Colorado, License No 403R-00763, for the cultivation of up to 1,800 plants. The current 3,000 s.f. greenhouse has a capacity of about 200 plants.

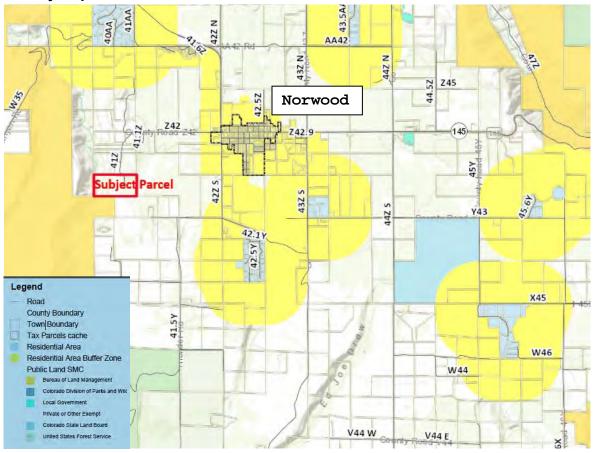
### Proposal

Alpine Wellness, LLC (Applicant) proposes to amend its SUP to add a 20,000 s.f. Outdoor Cultivation Area, two (2) temporary 3,000 s.f. Non-substantial Greenhouses, i.e. "hoop houses", and a 3,000 s.f. marijuana processing building. This would allow the applicant to increase its capacity to 800 plants; the outdoor cultivation area (a 10-foot-square area for each plant) and each greenhouse can accommodate about 200 plants.

Staff has determined that the scope of the additions proposed by the Applicant is a major modification to the existing Facility. Two-step Planning Commission and Board of County Commissioner review is required.

The subject property is located approximately one mile west of the Town of Norwood, about ½ mile south of County Road Z42 at the end of Woodstock Road. Woodstock Road is listed on the county road inventory and maps as a non-maintained public road. The property is about 4,000 feet from the Residential Buffer Zone, as shown on the following vicinity map.

### **Vicinity Map**



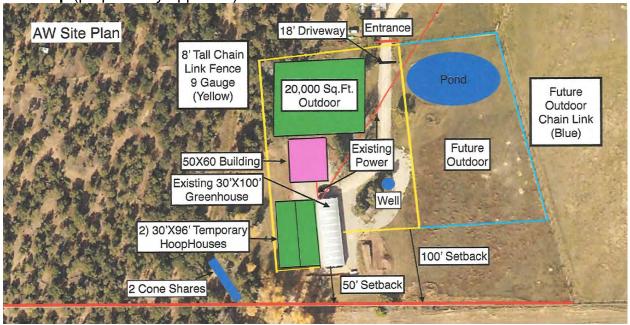
The property has an existing residence and typical outbuildings, in addition to the previously approved greenhouse. Their appearance is similar to other farm and ranch properties. The cultivation facility site is located about 3,800 feet south of County Road Z 42. The facility is located near the south property line, but the applicant, as Moonrise Enterprise LLC also owns the 82-acre vacant parcel that is directly south of the subject parcel, and adjoins CR Y43. It is minimally visible from the east, provided one knows where to look. The nearest homes are 1,400 feet (north) and 1,800 feet (southeast) from the facility.

The marijuana facility is currently enclosed by an 8-foot tall wildlife fence, from when it was an elk farm. Current State regulations require chain link fencing (see attached regulations). An 8-foot high chain link fence is planned to enclose the cultivation area and facility structures.

**Aerial Map** 







**View Map** (prepared by applicant) Ministry Robinson 3141' Hardmans 5085 Sanchez 2206 Walton 1735 Nearest /andenbu Public View 1436 Line of site 5828 2450

### **Public Noticing**

A Meeting Notice was published in the Norwood Post & Telluride Daily Planet on Wednesday, March 3, 2021 of Planning Commission meeting. Public Notice was provided to all property owners and signs posted by applicant on February 16, 2021.

A Notice of Public Hearing was published in the Norwood Post and Telluride Daily Planet on Wednesday, March 17, 2021 for the Board of County Commissioner meeting. Public Notice was provided to all property owners within one-half (1/2) mile of subject parcel per Section 5-2907 A; posting was completed by applicant on March 15, 2021.

### **Referral Agencies**

The application was referred to the **County Attorney**, County Building Official, County Manager, **County Road and Bridge Director**, County Sheriff, County Site Inspector, Colorado Parks and Wildlife, Colorado Division of Water Resources, Colorado Marijuana Enforcement Division, and Town of Norwood.

Amy Markwell, County Attorney, stated she had no concerns with the application.

Ryan Righetti, County Road and Bridge Director, requested additional information regarding the total number of greenhouses proposed on the site.

### **Public Comments**

Patti Jo Royer, Norwood resident, asked that only medical cannabis be allowed.

<u>David and Lynette Foley, adjoining property owners</u>, wrote in support stating the facility is located in an ideal location at end of an obscure private road out of the public view.

### **Review Standards**

An application for an Amendment to a Marijuana Retail Cultivation Facility Special Use Permit is considered using the review standards of Land Use Code Section 5-2905 *et seg.* as follows:

Planning staff comments are in italics

### 5-2905 Review Procedures

All applications for Facilities or Establishments to be located within the Forestry, Agriculture and Open (F), Wright's Mesa (WM) and Wright's Mesa Rural Agricultural (WMRA) Zone Districts are subject to a Two-step Planning Commission and Board of County Commissioner review. The process will consider the zoning, type, location, size and scale, the proximity to a Residential Area, and will be reviewed for compliance with the provisions and the standards set forth herein, as well as the standards of the applicable Zone District. Future phases of expansion of the facility, either outdoors or indoors, may be approved administratively through a development permit, provided the initial Special Use Permit (SUP) identified conceptual future phases and included conditions to mitigate impacts of the expanded facility.

### 5-2906 B. General Requirements

I. The use must comply with all applicable county and state regulations including but not limited to state and local licensing regulations for Facilities and Establishments.

Colorado Department of Revenue – Marijuana Enforcement Division (MED) regulations allow outside cultivation, subject to certain standards that include fence material and design, size of premises, and security. Alpine Wellness holds current State and County Licenses for a Retail Marijuana Cultivation Facility at 557 Woodstock Road, Norwood, Colorado.

- II. Retail Marijuana Stores and Medical Marijuana Centers are prohibited within the unincorporated areas of the County, except as an Accessory Use to a permitted and licensed Retail Marijuana or Medical Cultivation facility or Retail or Medical Production Manufacturing facility within the Ilium Industrial Park.
- III. The use shall be located within a building or Substantial Greenhouse, or in an approved Outdoor Cultivation Area, and shall be designed to blend into the surrounding rural landscape. Non-substantial Greenhouses, i.e. "hoop-houses," may be allowed on a temporary basis. Such structures will be permitted for an initial period of one (1) year, with renewal for one (1) additional year upon administrative review, reviewed on an annual basis to ensure proper maintenance. Non-substantial greenhouses shall not be permitted to be used for a period longer than two (2) years. Non-substantial Greenhouses shall be subject to all requirements and limitations of this Section 5-2906.

The property adjoins Naturita Canyon to the west and the existing facility and proposed structures are not visible from County Road Y43. The west half of the property abuts BLM land to the south. The design and location of the Outdoor Cultivation Area within an enclosed fenced area in a meadow that blends into the forest located directly to the west mitigates impacts on the surrounding area.

Applicant should take measures to ensure the hoop house coverings are well maintained and that all torn plastic is removed immediately. The Planning Commission may want to consider if it would it make sense to require the hoop house coverings be removed at the end of the growing season and not be left on when the hoop houses are not in use.

IV. Storage of Equipment. All equipment, with the exception of conventional farm equipment that is normally stored outside, must be stored inside the structure or within an enclosed fenced area.

Equipment will be stored inside the proposed storage building or enclosed fenced area.

V. Water. The applicant must demonstrate a legal and physically adequate water supply for the proposed use. Applicant must complete the State of Colorado, Office of the State Engineer Water Supply Information Summary form and submit this form with the application for a Special Use Permit. This completed form will be referred by staff to the Office of the State Engineer, Division of Water Resources for review and comment.

The Division Engineer in Moonrise Enterprise, LLC's water rights filing states that the applicant's Lone Cone Ditch shares can be used for crops, including marijuana, grown inside a greenhouse during the irrigation season (April through October). Gregory Powers, Division Well Commissioner clarified in 2020 that using water decreed for irrigation for the outside cultivation of marijuana is okay as long as it is not from a federal project or is used for the processing of marijuana.

Applicant plans to irrigate the proposed Outdoor Cultivation Area with its two shares of Lone Cone Ditch water. The greenhouses are proposed to be irrigated with water from its proposed commercial well. They will not be using this water to process crops after harvest.

The property owner must obtain well permits from the State and a Development Permit from the Planning Department prior to drilling the proposed commercial well.

- VI. The following must be addressed as part of any application:
  - a. Site Plan: The site plan shall show the location of the Cultivation Areas containing the licensed premises and provide distances from the building or Cultivation Area to adjacent buildings, describe all existing uses within the building or Cultivation Area and all adjacent buildings, parking spaces, property lines, and physical land features, such as streams, existing vegetation,

- driveways, and roadways. If the applicant proposes an Outdoor Cultivation Area, the site plan shall provide distances from the Cultivation Area to property lines and also from the Cultivation Area to surrounding residences. The site plan shall also show all fences, waste storage, irrigation and utilities.
- b. Location Plan. The location plan shall show all uses located within one-half (½) mile of the property boundary line of the premises on which the Retail or Medical Marijuana Establishment is located, including, but not limited to: any public or private preschool or elementary, middle, junior high, or high school; the campus of any college, university, seminary, or residential child care facility; or a drug or alcohol rehabilitation center. The distance measurement shall be a direct line between the closest point of the Cultivation Area and the closest point on the neighboring lot or parcel containing the specified use.
- c. Building Plan. The plans for the interior of the Marijuana
  Establishment shall include a detailed floor plan layout and
  information needed to demonstrate compliance with the Local
  Licensing standards and the applicable requirements of the
  County's adopted Building Code(s). For Outdoor Cultivation
  Areas, a detailed site layout of the growing area shall be provided
  with information needed to demonstrate compliance with the Local
  Licensing standards and the applicable requirements of the
  County's adopted Building Code(s).
- d. Location of existing residential structures within ½ mile.
- e. Number of proposed employees, both permanent and temporary.

Two (2) full-time and two (2) part-time growers (June to October) will be employed on site. At least four (4) part-time trimmers will be hired through November. Full-time employees live on site. Part-time employees will utilize parking area proposed on site.

- f. A waste disposal plan.
- g. A noxious weed control plan.

The applicant states any disturbed soils will be re-seeded with native grasses that will blend with surrounding pastures. All necessary steps to manage invasive weeds on the site will be undertaken according to county and state regulations.

h. An odor abatement plan designed to keep all odors from the proposed use from emanating beyond the subject property lines to prevent impacts on adjacent properties.

No reports of odors have been received for the subject property, including in 2020 when there was an outdoor cultivation area.

i. Proposed plant count for each Cultivation Area.

200 plants are proposed per each of the three greenhouses (existing permanent greenhouse and 2 temporary hoop houses) and 200 plants are proposed in the Outdoor

Cultivation Area, for a total of 800 plants. Applicant's Tier 1 state license allows up to 1,800 plants.

- j. Fence design, including layout, height and materials.
- k. Water source for irrigation.
- I. Drainage and stormwater management plan.

New storage buildings and greenhouses are proposed to be constructed on the existing graded site to facilitate drainage from buildings. All stormwater will be detained on the subject property. On a prior site visit, staff observed open water storage tanks with mosquito larvae. The operator should take measures to control mosquitoes and other vectors. The proposal meets the general requirements contained in this section.

### 5-2906 C. Scenic Quality Mitigation Plan

- I. A plan for mitigation of visual impacts or other appropriate aesthetic impacts of the proposed access, structure(s), fencing, landscaping, and ancillary site improvements and use to achieve the goal set forth in Section 5-2301 A. Purpose.
- II. Visual mitigation techniques such as coloring, screening and landscaping. Use of natural colors and native vegetation is encouraged. If an Outdoor Cultivation Area is proposed, an exterior fence shall be erected around the cultivation area (i.e. a chain link fence or the like) that complies with state standards. Solid wood, slats, or screens may be required if necessary to screen the view of the cultivation area from adjacent roadways or properties.
- III. Provide a lighting plan. All exterior lighting shall be either directed toward the ground or the surface of a building. Lighting shall be shielded to prevent direct visibility of light bulbs from off-site. Motion detector security lighting may be approved if the lights are fully shielded and down lighted. High intensity sodium vapor and similar lighting is prohibited.
- IV. Signs. No advertising or business identification sign is permitted anywhere upon or attached to the facility or property. Warning or advisory signs related to security may be allowed.
- V. The level of mitigation required will depend on the location of the proposed facility in relation to topographic features, important visual features, proximity to residential neighborhoods and other sensitive visual areas. Placement of structures in treed or screened areas rather than open meadow areas is preferred in order to reduce the visibility of such facilities to the public to the maximum extent reasonably feasible.

The Outdoor Cultivation Area and proposed structures will be located behind existing trees and the site is far enough away from the public's view and in such an area that there should not any issues with scenic quality or visibility. The colors (Light Stone/Rural Red) proposed for the storage/processing building appear to blend with the natural landscape at the site.

The applicant states that motion sensing lights will be placed at the entrance gate to the site. These lights must be shielded and directed down.

### 5-2906 D. Area and Bulk Requirements

- I. Maximum Size for a Proposed Cultivation Area:
  - b. Parcels thirty-five (35) acres or larger: The maximum Cultivation Area(s) shall be dependent on the parcel location, size and the applicant's ability to comply with all applicable standards and the limitations of the operation's state license(s). Cultivation Areas may be located in a building, Greenhouse, or Outdoor Cultivation Areas, subject to the following restrictions:
    - i. Buildings or Greenhouses: three thousand (3,000) square feet each; or
    - ii. Outdoor Cultivation Area: twenty thousand (20,000) square feet per area, for the growing of female/female clone plants only; or
    - iii. Any combination of buildings, Greenhouses, and/or Outdoor Cultivation Areas, to the maximum allowed.
    - iv. One (1) additional three thousand (3,000) square foot building may be permitted for the hanging, trimming and processing of marijuana or any related products. The additional building shall not be used as a Cultivation Area.
    - v. Additional structures may be allowed for the storage of materials and equipment related to the cultivation and operation business, but not for the storage or processing of any marijuana or related products.

The existing and proposed structures (one 3,000 s.f. permanent greenhouse, two temporary 3,000 s.f. greenhouses, one outdoor 20,000 s.f. cultivation area, and one 3,000 s.f. work/storage building) meet the requirements of this section.

### II. Setbacks:

a. The minimum setback for an indoor marijuana cultivation facility is fifty (50) feet from all property lines regardless of zone district.

The existing greenhouse and two (2) proposed "hoop houses" will be located 50 feet from the south property line.

b. Outdoor Cultivation Areas shall have a minimum setback of one hundred (100) feet from the property line. Additionally, the Outdoor Cultivation Area shall be at least five hundred (500) feet from the closest dwellings existing on neighboring properties at time of application. The distance measurement shall be a direct line between the closest point of the Outdoor Cultivation Area and the closest points of the dwellings on the neighboring properties.

The Outdoor Cultivation Area is located greater than 100 feet from the south property line. The existing residential structures within ½ mile of the proposed outdoor cultivation site are identified on the "View Map" prepared by the applicant. The nearest residence is located 1,436 feet from the Facility.

- c. In addition the following setbacks shall also apply:
  - i. Any public or private preschool or elementary, middle, junior high, or high school; the campus of any college, university, seminary, or licensed residential child care facility; or a drug or alcohol rehabilitation center must be located a minimum of one-half (½) mile from the nearest property line of the parcel. The distance measurement shall be a direct line between the closest point of the Cultivation Area and the closest point on the neighboring lot or parcel upon which any of the above uses are located.
  - ii. Setbacks from a private camp or recreational facility frequented by minors: a minimum of one thousand (1,000) feet from the nearest property line of the land. The distance measurement shall be a direct line between the closest point of the Cultivation Area and the closest point on the neighboring lot or parcel upon which any of the above uses are located.
  - iii. Setbacks from Residential Areas: New facilities may not be located within one-half (½) mile of a Residential Area.

The subject parcel is not located within ½ mile of a Residential Area as depicted in Exhibit 1 of Land Use Code Section 5-29 (see Location Map on page 2 of this report). There are no sensitive uses in the area.

d. Setbacks may be increased or decreased during the review and evaluation of the Special Use Permit.

### III. Fences:

a. Outdoor Cultivation Areas area shall be properly fenced for security with a minimum eight (8) foot chain-link fence or six (6) feet of chain-link material with two (2) foot security arms with barb wire or razor wire or equivalent type of fencing for security. Alternative fence materials, such as woven field fence, may be considered if approved by the State. Solid wood, slats, or screens may be required if necessary to screen the view of the cultivation area from adjacent roadways or properties.

The applicant proposes to enclose the facility with 8-foot chain link fence as indicated on the site plan. Due to the location, screening is not necessary.

b. Portions of the fence may be required to be removable during periods when Outdoor Cultivation is not occurring, to allow the

seasonal movement of wildlife through the property and where such removal would not compromise the security of the facility.

### 5-2908 Commencement, Duration and Modification of Special Use Permit

The Special Use Permit shall become effective on the date of written approval by the County. Special Use Permits are issued to the applicant and do not run with the land.

If an applicant desires to modify the subject Facility by changes to equipment, site layout, approved operating plan, etc. an amendment to the original application shall be submitted for review and approval. The Planning Department shall determine whether the modification has substantial impacts or is considered a minor amendment pursuant to County adopted standards for Medical and Retail Marijuana uses.

Special Use Permit approval shall only be valid as long as the applicant holds a current State and County License for the approved use.

### 5-2909 Disposal of Marijuana

Marijuana waste shall be stored, secured, and managed in accordance with applicable state laws, including but not limited to rules promulgated by the Colorado Medical Marijuana Enforcement Division and the Colorado Department of Revenue-Marijuana Enforcement Division (DOR-MED) in effect and as amended from time to time hereinafter.

All plant waste is composted on site and reused in compost tea feedings for the crop.

### 5-2910 Definitions

### **Cultivation Area**

Means a building, Greenhouse, or Outdoor Cultivation Area used for the growing of marijuana.

### **Enclosed**

Means a permanent or semi-permanent area covered and surrounded on all sides. Temporary opening of windows and doors or the temporary removal of a wall or ceiling panels does not convert the area into an unenclosed space.

### **Extended Plant Count**

Means County approval given to either a Medical Marijuana Patient or a Primary Caregiver to allow a plant count over twelve (12) marijuana plants but not more than twenty-four (24) plants on a Residential property, which shall only be applicable for Patients whose physicians have recommended such an extended plant count as being medically necessary to address the Patient's debilitating medical condition.

### **Local Licensing Standards**

Means Local Licensing Standards as adopted and amended by the Board of County Commissioners.

### **Locked Space**

Means secured at all points of ingress or egress with a locking mechanism designed to limit access, such as a key or combination lock.

# **Medical Marijuana**

Means marijuana that is grown and sold pursuant to the Medical Code and includes seeds and Immature Plants.

# **Medical Marijuana Business**

Means a Medical Marijuana Center, a Medical Marijuana Infused Product Manufacturer, or an Optional Premises Cultivation Operation.

# **Medical Marijuana Center**

Means a Person licensed pursuant to the Medical Code to operate a business as described in section 12-43.3-402 C.R.S., and sells medical marijuana to registered patients or primary caregivers as defined in Article XVIII, Section 14 of the Colorado Constitution, but is not a primary caregiver.

# **Medical Marijuana Infused Product**

Means a product infused with Medical Marijuana that is intended for use or consumption other than by smoking, including but not limited to edible product, ointments, and tinctures. Such products shall not be considered a food or drug for purposes of the "Colorado Food and Drug Act," part 4 of Article 5 of Title 25, C.R.S.

# **Medical Marijuana Infused Product Manufacturer**

Means a Person licensed pursuant to the Medical Code to operate a business as described in section 12-43.3-404, C.R.S.

# **Medical Marijuana Patient (Patient)**

Means a person who has applied for and is entitled to receive a registry identification card with the Colorado Department of Public Health and Environment.

# **Non-residential Property**

Means all other property than Residential Property as defined herein.

#### **Non-substantial Greenhouse**

Means a hoop house, high tunnel or other similar structure that is covered or uses a membrane or a soft pliable sheet, i.e. plastic sheeting, visqueen, tarps, canvas, polyethylene films or similar materials. to be used on a short-term basis.

## **Optional Premises Cultivation Operation**

Means a Person licensed pursuant to the Medical Code to operate a business as described in section 12-43.3-403, C.R.S.

#### **Outdoor Cultivation Area**

Means a designated and approved outdoor area to grow marijuana.

#### **Primary Caregiver**

Means a person who is 18 years of age or older who has significant responsibility for managing the well-being of a patient who has a debilitating medical condition. Primary caregivers who cultivate medical marijuana for their patients must register with CDPHE and the DOR-MED. In order to be a primary caregiver who cultivates medical marijuana for his or her patients or transports medical marijuana for his or her patients, he or she shall also register with the state licensing authority and comply with all local laws, regulations, and zoning and use restrictions.

# Personal Use/Recreational Marijuana

Means all parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate that is cultivated and/or consumed by a person twenty-one years of age or older for personal use by persons twenty-one years of age or older, but not for resale to others. Such Marijuana does not include industrial hemp.

#### **Residential Area**

Means an area as depicted on the maps attached as Exhibit I to this Section. These mapped areas may be amended as necessary by the County. New licensed marijuana facilities may not be located within one-half ( $\frac{1}{2}$ ) mile of a Residential Area. A Residential Area may be zoned something other than WM, WMRA and F.

# **Residential Property**

Means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. "Residential Property" also includes the real property surrounding a structure, owned in common with the structure that includes one or more single units providing complete independent living facilities.

# Retail Marijuana

Means all parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate that is cultivated, manufactured, distributed, or sold by a licensed Retail Marijuana Establishment. "Retail Marijuana" does not include industrial hemp, nor does it include fiber produced from stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product.

# **Retail Marijuana Cultivation Facility**

Means an entity licensed to cultivate, prepare, and package Retail Marijuana and sell Retail Marijuana to Retail Marijuana Establishments, but not to consumers.

# **Retail Marijuana Establishment**

Means a Retail Marijuana Store, a Retail Marijuana Cultivation Facility, a Retail Marijuana Products Manufacturing Facility, or a Retail Marijuana Testing Facility.

# **Retail Marijuana Product**

Means a product that is comprised of Retail Marijuana and other ingredients and is intended for use or consumption, such as, but not limited to, edible product, ointments and tinctures.

#### Retail Marijuana Products Manufacturing Facility

Means an entity licensed to purchase Retail Marijuana, manufacture, prepare, and package Retail Marijuana Product, and sell Retail Marijuana and Retail Marijuana Product to other Retail Marijuana Products Manufacturing Facilities and to Retail Marijuana Stores, but not to consumers.

# **Retail Marijuana Store**

Means an entity licensed to purchase Retail Marijuana from a Retail Marijuana Cultivation

Facility and to purchase Retail Marijuana Product from a Retail Marijuana Products Manufacturing Facility and to sell Retail Marijuana and Retail Marijuana Product to consumers.

# **Retail Marijuana Testing Facility**

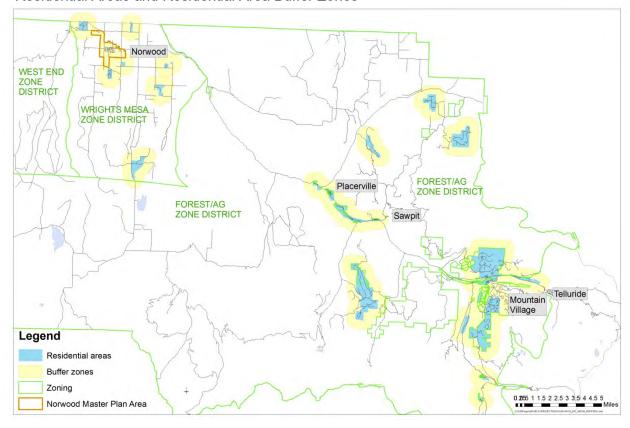
Means a public or private laboratory licensed and certified, or approved by the Division, to conduct research and analyze Retail Marijuana, Retail Marijuana Products and Retail Marijuana Concentrate for contaminants and potency.

#### **Substantial Greenhouse**

Means a solid, secured structure constructed to the design requirements for imposed loads (e.g., wind, snow, seismic activity) as required by the International Building Code. The exterior wall and roof coverings must be materials such as concrete, glass, metal, wood, polycarbonates or any such material that is tested and approved for such use.

**EXHIBIT 1** 

Residential Areas and Residential Area Buffer Zones



# **Planning Commission Action**

The Planning Commission reviewed the Alpine Wellness application to Amend its Special Use Permit for Retail Marijuana Cultivation Facility to add an Outdoor Cultivation Area, two (2) hoop houses, and storage processing building at its March 11, 2021 meeting, and voted unanimously to recommend approval of the Amendment, based on the finding that the project as proposed in the application is consistent with and complies with the review standards in Land Use Code Section 5-2905 *et seq.* for Retail and Medical Marijuana Cultivation Facilities, and the County Master Plan, as proposed in the sample motion contained at the end of this memorandum. Discussion focused on potential traffic, hoop house coverings, and adding an annual review.

# Recommendation

Planning staff recommends approval of the application, with the findings and conditions contained in the following sample motion:

# Sample Motion:

I move to approve the proposed amendment to the Alpine Wellness, LLC Marijuana Retail Cultivation Facility Special Use Permit, and adopt Resolution No. 2021-11, to add a 20,000 s.f. Outdoor Cultivation Area, two (2) 3,000 s.f. Non-substantial greenhouses, i.e. "hoop houses", and a 3,000 s.f. Processing/ Storage Building, based on the finding that the proposed amendment complies with the standards of Land Use Code Section 5-2905 *et seq.* for Retail and Medical Marijuana Cultivation Facilities and the County Master Plan with the following conditions:

# General Conditions:

- 1. This Special Use Permit (SUP) is issued to the applicant and does not run with the land.
- 2. This SUP Approval is subject to all written representations of the applicant, in the original submittal and all supplements, letters and emails, are deemed to be conditions of approval, except to the extent modified by this Motion.

# Specific Conditions:

- 3. All applicable conditions of approval as set forth in BOCC Resolution 2016-17 shall be followed.
- 4. The Special Use Permit shall only be valid as long as the applicant holds a current State and County License for the approved use and complies with all state and county regulations at all times.
- 5. The location of the Outdoor Cultivation Area, "hoop houses" and processing / storage building shall be as shown on the enclosed Site Map.
- 6. The fence design shall be as approved by the Colorado Marijuana Enforcement Division. A copy of the final MED approval shall be submitted to the Planning Department upon receipt.

- 7. If the facilities (greenhouse, hoop houses or storage/processing building) are to be used after dark the facilities will be constructed in such a way as to prevent light leakage from the buildings; no outdoor lighting shall be allowed except at the entrance gate that is motion sensitive, shielded and directed down and meets the International Dark-Sky Association (IDA) guidelines for light color and intensity.
- 8. Privacy screening may be required after construction of the greenhouse, outdoor cultivation area, hoop houses, and storage/building.
- 9. The Non-substantial greenhouses, i.e. "hoop houses" will be permitted for an initial period of one (1) year, with renewal for one (1) additional year upon administrative review. They shall not be permitted to be used for a period longer than two (2) years. The hoop house coverings shall be maintained and all torn plastic shall be removed immediately.
- 10. No signs will be posted on the property advertising the business with the exception of a sign that identifies the state and county license numbers and which buildings are not being used for cultivation.
- 11. All processing of marijuana shall take place within the processing/storage building or greenhouses
- 12. If offensive odors are reported offsite by the neighbors, after consultation with the Planning Department, the applicant may be required to provide an odor removal system.
- 13. Waste disposal shall comply with Colorado Department of Health & Environment regulations.
- 14. Equipment related to the cultivation operation will be stored inside a structure or within an enclosed area.
- 15. Any and all water used associated with the Marijuana Facility shall be in accordance with guidance provided by the Colorado Division of Water Resources and not in conflict with the water decree for the source of water being used.
- 16. All outdoor water storage shall be covered and maintained to prevent the establishment of mosquito larvae and other vectors.
- 17. Unless needed for security of the overall site, fence segments shall be opened to allow wildlife to move through the site when outdoor cultivation is not occurring.
- 18. The applicant shall maintain and remove any damaged and exposed landscape fabric used in the outdoor cultivation area to prevent litter from spreading.

- 19. Applicant will remove hoop house coverings at the end of the growing season for winter.
- 20. Applicant will monitor the traffic associated with its operation and will make attempts to mitigate excessive traffic on Woodstock Road.
- 21. Any request to increase the number of growing areas, greenhouses or structures on site or to modify the conditions of this SUP approval may be considered a Substantial Amendment and shall be reviewed subject to the applicable Land Use Code requirements and process for a Marijuana Retail Cultivation Facility.
- 22. The applicant shall obtain all necessary state and local permits, including Building, Development, Electrical, and MED.

# Review Period:

23. There shall be an annual review after the first full calendar year of operations (January 2023). Prior to this annual review by the Planning Commission, notice will be provided to the neighbors and individuals and review who received noticed for this SUP amendment application, prior to the scheduled public meeting so they may make their comments, questions or concerns known to the CPC and BOCC. The CPC shall then make its recommendation to the BOCC as to any recommended changes to the approved SUP, if any.

The BOCC may then take action to allow the SUP to continue as approved, modify or add conditions, or even revoke the SUP for non-compliance with the BOCC Resolution terms and conditions of approval or if there are unintended substantial impacts to neighbors adjacent to the site. As a part of its consideration the BOCC may make a determination in its discretion if there is a need for additional annual reviews, or periodic reviews of the terms and conditions of the SUP in the future or not.

# RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS, OF SAN MIGUEL COUNTY, COLORADO, AMENDING RESOLUTION 2016-17 AND APPROVING AN AMENDMENT TO A SPECIAL USE PERMIT FOR A RETAIL MARIJUANA CULTIVATION FACILITY FOR ALPINE WELLNESS, LLC IN THE WRIGHT'S MESA (WM) ZONE DISTRICT

## Resolution 2021-11

WHEREAS, Alpine Wellness, LLC, hereafter "Applicant" as Moonrise Enterprise LLC, is the owner of a 79 acre parcel (PIN # 429529400007), hereafter "Property," in the Wright's Mesa Zone District, more particularly described as shown on Exhibit A, Legal Description; and

**WHEREAS**, Nolan Murphy on behalf of the Applicant has submitted an application for an Amendment to its Retail Marijuana Cultivation Facility Special Use Permit ("Application") at the Property, in accordance with San Miguel County Land Use Code Sections 5-2905 *et seq.* (Medical and Retail Marijuana Facilities and Establishments); and

WHEREAS, Applicant is seeking to Amend its Special Use Permit to add a 20,000 s.f. Outdoor Cultivation Area, two (2) temporary 3,000 s.f. Non-substantial Greenhouses, i.e. "hoop houses", and a 3,000 s.f. marijuana processing building as shown on Exhibit B, Site Plan; and

**WHEREAS**, the Application was referred to the County Attorney, County Building Official, County Manager, County Road and Bridge Director, County Sheriff, County Site Inspector, Colorado Parks and Wildlife, Colorado Division of Water Resources, Colorado Marijuana Enforcement Division, and the Town of Norwood for review and comment; and

WHEREAS, at its regular meeting held on March 11, 2021, following its consideration of the application, the referral comments provided, and public comments received, the County Planning Commission unanimously recommended approval of the proposal, subject to certain conditions; and

**WHEREAS**, on or about March 15, 2021, the Applicant sent Notice of the application and the BOCC Public Hearing to be held on Wednesday, April 7, 2021 to all property owners within one-half (1/2) mile of the subject parcel, and signs were posted on the property noticing the proposed use and the BOCC meeting to be held on April 7, 2021; and

**WHEREAS**, a Public Hearing Notice for the proposed Subdivision Exemption Plat and the Board of County Commissioners meeting to be held on April 7, 2021 was published in the Norwood Post and the Telluride Daily Planet on March 17, 2021; and

**WHEREAS**, a list of the items included in the Public Hearing Record is attached to this resolution as Exhibit C; and

**WHEREAS**, the Board of Commissioners of San Miguel County, Colorado, considered this application, along with relevant evidence and testimony, at a public hearing in Telluride on Wednesday, April 7, 2021.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of San Miguel County, Colorado, approves the proposed Amendment to the Alpine Wellness, LLC Marijuana Retail Cultivation Facility Special Use Permit, to add a 20,000 s.f. Outdoor Cultivation Area, two (2) 3,000 s.f. Non-substantial greenhouses, i.e. "hoop houses", and a 3,000 s.f. Processing/storage Building, based on the finding that the proposed amendment complies with the standards of Land Use Code Section 5-2905 et seq. for Retail and Medical Marijuana Cultivation Facilities and the County Master Plan with the following conditions:

# General Conditions:

- 1. This Special Use Permit (SUP) is issued to the applicant and does not run with the land.
- 2. This SUP Approval is subject to all written representations of the applicant, in the original submittal and all supplements, letters and emails, are deemed to be conditions of approval, except to the extent modified by this Motion.

# Specific Conditions:

- 3. All applicable conditions of approval as set forth in BOCC Resolution 2016-17 shall be followed.
- 4. The Special Use Permit shall only be valid as long as the applicant holds a current State and County License for the approved use and complies with all state and county regulations at all times.
- 5. The location of the Outdoor Cultivation Area, "hoop houses" and processing / storage building shall be as shown on the enclosed Site Map.
- 6. The fence design shall be as approved by the Colorado Marijuana Enforcement Division. A copy of the final MED approval shall be submitted to the Planning Department upon receipt.
- 7. If the facilities (greenhouse, hoop houses or storage/processing building) are to be used after dark the facilities will be constructed in such a way as to prevent light leakage from the buildings; no outdoor lighting shall be allowed except at the entrance gate that is motion sensitive, shielded and directed down and meets the International Dark-Sky Association (IDA) guidelines for light color and intensity.
- 8. Privacy screening may be required after construction of the greenhouse, outdoor cultivation area, hoop houses, and storage/building.
- 9. The Non-substantial greenhouses, i.e. "hoop houses" will be permitted for an initial period of one (1) year, with renewal for one (1) additional year upon administrative review. They shall not be permitted to be used for a period longer than two (2) years. The hoop house coverings shall be maintained and all torn plastic shall be removed

immediately.

- 10. No signs will be posted on the property advertising the business with the exception of a sign that identifies the state and county license numbers and which buildings are not being used for cultivation.
- 11. All processing of marijuana shall take place within the processing/storage building or greenhouses
- 12. If offensive odors are reported offsite by the neighbors, after consultation with the Planning Department, the applicant may be required to provide an odor removal system.
- 13. Waste disposal shall comply with Colorado Department of Health & Environment regulations.
- 14. Equipment related to the cultivation operation will be stored inside a structure or within an enclosed area.
- 15. Any and all water used associated with the Marijuana Facility shall be in accordance with guidance provided by the Colorado Division of Water Resources and not in conflict with the water decree for the source of water being used.
- 16. All outdoor water storage shall be covered and maintained to prevent the establishment of mosquito larvae and other vectors.
- 17. Unless needed for security of the overall site, fence segments shall be opened to allow wildlife to move through the site when outdoor cultivation is not occurring.
- 18. The applicant shall maintain and remove any damaged and exposed landscape fabric used in the outdoor cultivation area to prevent litter from spreading.
- 19. Applicant will remove hoop house coverings at the end of the growing season for winter.
- 20. Applicant will monitor the traffic associated with its operation and will make attempts to mitigate excessive traffic on Woodstock Road.
- 21. Any request to increase the number of growing areas, greenhouses or structures on site or to modify the conditions of this SUP approval may be considered a Substantial Amendment and shall be reviewed subject to the applicable Land Use Code requirements and process for a Marijuana Retail Cultivation Facility.
- 22. The applicant shall obtain all necessary state and local permits, including Building, Development, Electrical, and MED.

# Review Period:

23. There shall be an annual review after the first full calendar year of operations (January

2023). Prior to this annual review by the Planning Commission, notice will be provided to the neighbors and individuals and review who received noticed for this SUP amendment application, prior to the scheduled public meeting so they may make their comments, questions or concerns known to the CPC and BOCC. The CPC shall then make its recommendation to the BOCC as to any recommended changes to the approved SUP, if any.

The BOCC may then take action to allow the SUP to continue as approved, modify or add conditions, or even revoke the SUP for non-compliance with the BOCC Resolution terms and conditions of approval or if there are unintended substantial impacts to neighbors adjacent to the site. As a part of its consideration the BOCC may make a determination in its discretion if there is a need for additional annual reviews, or periodic reviews of the terms and conditions of the SUP in the future or not.

**DONE AND APPROVED** by the Board of County Commissioners of San Miguel County, Colorado, on April 7, 2021.

# SAN MIGUEL COUNTY, COLORADO BOARD OF COUNTY COMMISSIONERS

	By:				
ATTEST:	Vote:	Hilary Cooper Kris Holstrom Lance Waring	Aye Aye Aye	Nay Nay Nay	Absent Absent Absent
By: Carmen Warf	field, Chie	f Deputy Clerk			
EXHIBIT A – Legal I EXHIBIT B – Propose EXHIBIT C – Public I	ed Site Plan	ord list			

"Z:\Applications\2021\_Alpine Wellness\_Marijuana Cultivation SUP\_Wrights Mesa\1 Staff Memo(s) and Resolution(s)\BOCC Resolution 2021-0\_\_ Alpine Wellness SUP Amendment 4.7.21.docx"

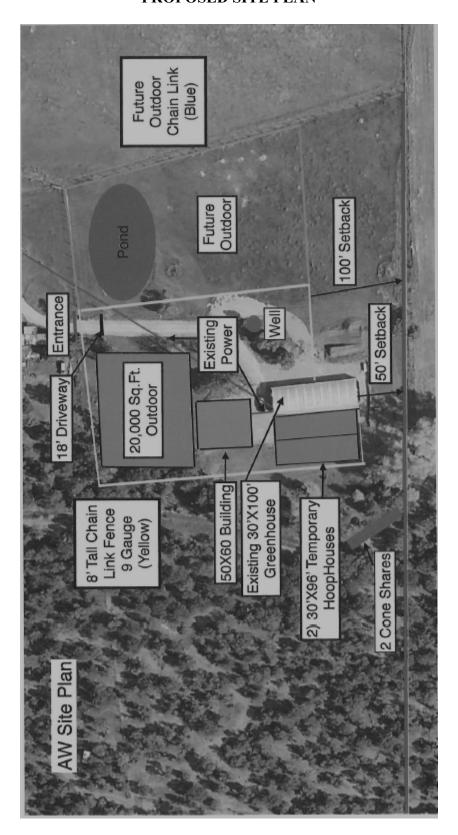
# EXHIBIT A LEGAL DESCRIPTION

THE NORTH HALF OF THE SOUTHEAST QUARTER OF SECTION 29, TOWNHIP 45 NORTH, RANGE 13 WEST, NEW MEXICO PRINCIPAL MERIDIAN,

COUNTY OF SAN MIGUEL, STATE OF COLORADO,

KNOWN BY STREET AND ADDRESS AS 557 WOODSTOCK ROAD, NORWOOD, CO  $81423\,$ 

# EXHIBIT B PROPOSED SITE PLAN



#### **EXHIBIT C**

# **Public Hearing Record**

**Board of County Commissioners** 

Application: Amendment to the Alpine Wellness, LLC Marijuana Retail Cultivation Facility

Special Use Permit: Add an Outdoor Cultivation Area, 2 temporary greenhouses

and a processing/storage Building

Date: April 7, 2021

1. San Miguel County Land Use Code (Adopted 11/30/90) with all amendments to date (By Reference Only).

- 2. San Miguel County Comprehensive Development Plan (Adopted 8/3/78) with all amendments to date (By Reference Only).
- 3. Memorandum to the San Miguel County Board of County Commissioners from John Huebner, Senior Planner dated April 7, 2021.
- 4. Draft Resolution
- 5. Draft Minutes of the March 11, 2021 County Planning Commission meeting.
- 6. Memorandum to the San Miguel County Planning Commission from John Huebner, Senior Planner dated March 11, 2021.
- 7. San Miguel County Board of Commissioners Resolution 2016-17.
- 8. Marijuana Enforcement Division Outdoor Cultivation Rules
- 9. Certification of Application Completeness from John Huebner, Senior Planner dated January 25, 2021.
- 10. Application submitted by Nolan Murphy, Alpine Wellness, LLC, received January 8, 2021, and Supplements received January 27, 2021.
- 11. Applicant's Certifications of Compliance with the public noticing requirements of the San Miguel County Land Use Code Section 3-9 dated February 16, 2021 and March 15, 2021.

# AGENCY COMMENTS

- 12. Agency Referral Email(s) from John Huebner, Senior Planner dated January 26, 2021 and March 3, 2021.
- 13. Email received from Amy Markwell, County Attorney, to John Huebner, Senior Planner dated January 26, 2021.

14. Email received from Ryan Righetti, County Roads D, to John Huebner, Senior Planner dated January 26, 2021.

# **PUBLIC COMMENTS**

- 15. Email received from Patti Jo Royer, Lot 1, La Mesa Vista, to John Huebner, Senior Planner dated February 18, 2021.
- 16. Letter received from Dave and Lynette Foley, adjacent property owner, to Planning Department dated March 2, 2021.

# SAN MIGUEL COUNTY PLANNING COMMISSION MINUTES – REGULAR MEETING

# March 11, 2021

# **On-line Meeting**

Present: Lee Taylor, Chair

Pamela Hall, Vice-chair M.J. Schillaci, Secretary Ian Bald, Member

Josselin Lifton-Zoline, Member Matthew Bayma, Sr. Alternate

Tobin Brown, Jr. Alternate

Planning Staff Present: Kaye Simonson, Planning Director

John Huebner, Senior Planner

County Staff Present: Amy Markwell, County Attorney

Nancy Hrupcin, Legal Assistant, County Attorney's Office

9:01 a.m. Chair called the meeting to order.

# ANNUAL REVIEW OF THE SPITFIRE REALTY LLC: AIRCRAFT LANDING AREAS SPECIAL USE PERMIT, HASTINGS MESA, APPORVAL GRANTED FEBRUARY 20, 2019.

Those who addressed the commission:

John Huebner, Senior Planner

Bradley N. Switzer, Attorney for Applicant, Spitfire Realty, LLC

John Huebner presented the CPC project report for the second annual review of the Spitfire Reality LLC Special Use Permit. Per the recommendation of the Planning Commission, this additional annual review had been added as a condition of approval during the last review. He related that the fly logbook was submitted by Brad Switzer and that no flight operations were conducted in 2020. Brad also submitted a memorandum for his client that stated his compliance with the terms of approval for the SUP. It was noted that this parcel had been for sale in 2020, although it is not currently listed. If it were to sell the SUP would not transfer with the property.

A comment was received that a helicopter was observed in the vicinity of the airstrips February 11, 2021, but neither the property owner nor the ranch manager had any knowledge of it, and a ranch employee thought it had flown to a neighboring ranch.

A late submission was received from the Telluride airport reporting they had no issues with the operation of the airstrips this past year.

While many of the comments received were in opposition to the issuance of this SUP, this review is about the operation of the airstrips over the past year. Planning staff recommends no

changes to the allowable flight operations at the airstrips, but requested that another annual review be added since there has been no flight activity due to the Covid-19 pandemic this last year.

Brad Switzer, Attorney for applicant, submitted written comments, and added that although there were many negative comments regarding the SUP, none had cited any negative effects or violations of the terms and conditions of the SUP. He requested that the additional review only be added if necessary, if there is not a need, he stated that we do not need to spend time on an additional review. Lee stated that the request was noted for the record.

Lee Taylor opened the matter to public comment. No comments were received.

Josselin Lifton-Zoline asked about helicopter activity observed on Hastings Mesa and what recourse the neighbors might have if this is occurring. John replied that staff will follow-up with the neighbor if possible via letter to determine where the location of the helicopter activity. He recalled the Federal Aviation Administration (FAA) regulates helicopter activity, and it recommends that in rural areas a 500 ft. distance be maintained from properties. The airstrips are located in the Telluride airport's voluntary quiet zone. Lee Taylor asked staff to follow up on this issue and please report back at the following meeting and to the BOCC.

**MOTION** by Tobin Brown to recommend to the Board of County Commissioners that no changes be made to the flight activities authorized by the Spitfire Realty LLC Aircraft Landing Areas Special Use Permit based on the finding that Spitfire has complied with the Special Use Permit terms and conditions of approval, but to add an additional review by the Planning Commission and Board of County Commissioners to occur after the third full calendar year of operations concludes (February 2022).

SECONDED By MJ Schillaci. VOTE PASSED 5-0.

Lee Taylor	Aye	Nay	Abstain	Absent
Pamela Hall	Ave	Nay	Abstain	Absent
Ian Bald	Aye	Nay	Abstain	Absent
M.J. Schillaci	Ave	Nay	Abstain	Absent
Josselin Lifton-Zolin	ne Aye	Nay	Abstain	Absent
Matthew Bayma	Aye	Nay	Abstain	Absent
Tobin Brown	Ave	Nav	Abstain	Absent

REVIEW AND RECOMMENDATION OF LAND USE APPLICATION: RECEIVED FROM NOLAN MURPHY, ALPINE WELNESS, LLC (APPLICANT) FOR AN AMENDMENT TO THE SPECIAL USE PERMIT FOR RETAIL MARIJUANA CULTIVATION FACILITY AT 557 WOODSTOCK ROAD, NORWOOD COLORADO. THE APPLICANT IS PORPOSING TWO 3,000 SQUARE FOOT HOOP HOUSES, 20,000 SQ. FT. OUTDOOR CULTIVATION AREA AND A 3,000 SQ.FT PROCESSING AND STORAGE BUILING IN THW WRIGHT'S MESA (WM) ZONE DISTRICT.

Those who addressed the commission:

John Huebner, Senior Planner

Nolan Murphy, Alpine Wellness

John Huebner presented the staff report for proposed amendment to Alpine Wellness LLC's Special Use Permit for a Retail Marijuana Cultivation Facility. Alpine Wellness received conditional

approval from the Board of County Commissioners to build a 3,000 s.f. Substantial Greenhouse in 2016 for marijuana cultivation. Last spring, the Planning Director issued a Temporary Use Permit to Alpine Wellness allowing up to a 20,000 square-feet outdoor cultivation area for the 2020 growing season only. The purpose of that permit was to expand the retail growing operation for export to offset the loss of business directly related to the pandemic. About 5,400 s.f. of that area was eventually planted. This temporary approval expired on November 30, 2020.

In October 2020 an Amendment to LUC Section 5-29 was approved to allow for the consideration of outdoor cultivation areas and temporary greenhouses. The amendment removed a limit on 3 greenhouses per site and allows applicants to propose cultivation areas commensurate to the number of marijuana plants allowed per the applicant's State MED license.

Alpine Wellness LLC proposes to amend its Special Use Permit to add a 20,000 s.f. Outdoor Cultivation Area, to construct a 3,000 s.f marijuana processing/storage building to the north of the existing greenhouse and to add two (2) temporary 3,000 s.f. Non-substantial Greenhouses, i.e. "hoop houses" to the west. This would allow Alpine Wellness to potentially quadruple their existing plant count capacity to 800 plants. The outdoor cultivation area and each of the three greenhouse can accommodate about 200 plants. Alpine Wellness, LLC is licensed by the State of Colorado for the cultivation of up to 1,800 plants.

Alpine Wellness was recently approved for a retail marijuana store by the Town of Norwood in addition to their store in Telluride.

The site plan submitted by the applicant shows the location of the proposed hoop houses and processing storage building next to the existing greenhouse. The colors proposed for processing storage building will blend with the natural environment. The 8-foot chain-link fencing proposed around the growing areas and buildings meets Marijuana Enforcement Division regulations. Applicant is proposing to use its two shares of Lone Cone ditch water to irrigate the outdoor cultivation area and proposes to dig a commercial well to irrigate the three greenhouses as allowed by its water decree.

Public notice was provided to property owners within one-half mile of the subject property and notice signs were posted. Notice of the meeting was published in the newspapers. Two comments were received from the public. The application was referred to the agencies listed in the application. The County Attorney had no concerns regarding the application. The Road & Bridge Director asked for clarification about number of greenhouses proposed. The Colorado Division of Water Resources and Parks and Wildlife provided extensive comments when the Temporary Use Permit was considered and approved administratively by the Planning Director.

No sensitive uses were identified within proximity to the subject property, and the proposed site plan meets all required setbacks. There have been no reports of odors received in 2020 when the outdoor cultivation area was in use. The only lighting proposed on site are motion sensitive lights located at the entrance gate; the lights are shielded and directed downward as required by the LUC. All plants are composted on site and are used in a compost tea for the crops. The proposed temporary hoop houses must be well maintained and all torn plastic must be removed immediately. Ian Bald, Planning Commission, commented that language should be added regarding the removal of the plastic covering of the hoop houses after the growing season for the winter.

Lee Taylor asked if the Norwood Fire Protection District (NFPD) had commented regarding fire safety. John said NFPD is a referral agency and that inspect the site annually and they sign off on the license renewals. They did request to have fire extinguishers placed on site at the green house. Nolan Murphy, applicant, responded that they have added four extinguishers and have done some fire mitigation work at the site.

Nolan did ask if it was possible to phase in the 8-foot chain link fencing because of financing concerns. Kaye Simonson, Planning Director, commented that once an amendment to the SUP is approved it is in effect for 3 years prior to the work needing to be completed and is protected from changes in the code, so he would be able to phase in the fencing. She did state he would need to apply for a development permit from Planning for each phase. The fencing is a state requirement that is also a requirement by the LUC.

Josselin Lifton-Zoline asked for clarity on what the purpose of the hoop houses is. John responded that they are an economical bridge for the applicant to be able to grow the number of plants allowed under their state license without having to build a Substantial Greenhouse, which is cost prohibitive. She also inquired about the commercial well permit and its current status. Nolan stated he does have the well permit and is looking into investor options to be able to afford to drill the commercial well that will provide irrigation for the greenhouse crops. She asked if it is possible to remove the plastic coverings from the hoop houses at the end of each season. Nolan said the coverings are removable and was agreeable to remove them after the growing season.

Traffic and the number of employees accessing the site during the season was discussed. Nolan stated that most live on site and that there would be trimmers coming to harvest in October. John suggested that employees could carpool to reduce traffic.

Lee inquired about the Norwood Dark Sky designation. Nolan replied that he is familiar with it and that facility is compliant. John iterated condition #5, that if the greenhouses were used after dark they would need to be constructed to eliminate light leakage from the building. Lee requested that the wording in #5 be amended to include the dark-sky regulations. He also asked about the site's security and lighting. Nolan replied that the security cameras use infrared technology and can record in the night darkness.

Lee opened public comment.

Isabella Ruggieri, property owner off Woodstock Road, said she is concerned with the potential increase in traffic on the private road and for the safety of the children in the neighborhood. Nolan stated Alpine could look for solutions if there is an increase in traffic in the future, including carpooling. Lee asked that an additional condition be added for concerns regarding traffic mitigation.

Kaye recommended that a formal review be required in one year for the potential expansion of the operation. Nolan stated he hopes to have the improvements completed within 1 year and the hoop house covering taken down in the winter. An annual review will be scheduled for March 2022 if approved.

Lee closed the public comment.

MOTION by Josselin Lifton-Zoline Move to recommend to the Board of County Commissioners to approve the proposed amendment to the Alpine Wellness, LLC Marijuana Retail Cultivation Facility Special Use Permit to add a 20,000 s.f. Outdoor Cultivation Area, two (2) 3,000 s.f. Non-substantial greenhouses, i.e. "hoop houses", and a 3,000 s.f. Processing/ Storage Building, based on the finding that the proposed amendment complies with the standards of Land Use Code Section 5-2905 et seq. for Retail and Medical Marijuana Cultivation Facilities, and the County Master Plan, with the following conditions 1 through 21 as presented, staff to merge conditions 5 & 9 and address the Norwood dark-sky guidelines, and to add conditions 22, 23 and 24:

- 1. The Special Use Permit is issued to the applicant and does not run with the land.
- 2. The Special Use Permit shall only be valid as long as the applicant holds a current State and County License for the approved use and complies with all state and county regulations at all times.
- 3. The location of the Outdoor Cultivation Area, "hoop houses" and processing / storage building shall be as shown on the enclosed Site Map.
- 4. The fence design shall be as approved by the Colorado Marijuana Enforcement Division. A copy of the final MED approval shall be submitted to the Planning Department upon receipt.
- 5. If the greenhouse, two (2) hoop houses or storage/processing building are to be used after dark the facilities will be constructed in such a way as to prevent light leakage from the building(s).
- 6. Privacy screening may be required after construction of the greenhouse, outdoor cultivation area, hoop houses, and storage/building.
- 7. The Non-substantial greenhouses, i.e. "hoop houses" will be permitted for an initial period of one (1) year, with renewal for one (1) additional year upon administrative review. They shall not be permitted to be used for a period longer than two (2) years. The hoop house coverings shall be maintained and all torn plastic shall be removed *or replaced* immediately.
- 8. No signs will be posted on the property advertising the business with the 16 exception of a sign that identifies the state and county license numbers and which buildings are not being used for cultivation.
- 9. No outdoor lighting shall be allowed except at the entrance gate that is motion sensitive and shielded and directed down.
- 10. All processing of marijuana shall take place within the processing/storage building or greenhouses
- 11. If offensive odors are reported offsite by the neighbors, after consultation with the Planning Department, the applicant may be required to provide an odor removal system.

- 12. Waste disposal shall comply with Colorado Department of Health & Environment regulations.
- 13. Equipment related to the cultivation operation will be stored inside the structure or within an enclosed area.
- 14. Any and all water used associated with the Marijuana Facility shall be in accordance with guidance provided by the Colorado Division of Water Resources and not in conflict with the water decree for the source of water being used.
- 15. All outdoor water storage shall be covered and maintained to prevent the establishment of mosquito larvae and other vectors.
- 16. Unless needed for security of the overall site, fence segments shall be opened to allow wildlife to move through the site when outdoor cultivation is not occurring.
- 17. The applicant shall maintain and remove any damaged and exposed landscape fabric used in the outdoor cultivation area to prevent litter from spreading.
- 18. Any amendments or modifications to the Facility including to equipment, site layout, approved operating plan, etc. shall be submitted to the county planning department for review and approval in accordance with the applicable LUC provisions.
- 19. All applicable conditions of approval as set forth in BOCC Resolution 2016-17.
- 20. The applicant shall obtain all necessary state and local permits, including MED, Building, and Electrical.
- 21. All written representations of the applicant, in the original submittal and all supplements, letters and emails, are deemed to be conditions of approval, except to the extent modified by this Motion.
- 22. Applicant will monitor traffic and make attempts to mitigate excessive traffic.
- 23. Coverings on hoop houses to be removed at the end of the growing season, for the winter.
- 24. Add an annual review for next March 2022

**SECONDED** By MJ Schillaci. **VOTE PASSED 5-0.** 

Lee Taylor	Ave	Nay	Abstain	Absent
Pamela Hall	Aye	Nay	Abstain	Absent
Ian Bald	Aye	Nay	Abstain	Absent
M.J. Schillaci	Aye	Nay	Abstain	Absent
Josselin Lifton-Zoline	Aye	Nay	Abstain	Absent
Matthew Bayma	Aye	Nay	Abstain	Absent
Tobin Brown	Aye	Nay	Abstain	Absent

# MEMORANDUM

**TO**: San Miguel County Planning Commission

**FROM**: John Huebner, Senior Planner

**RE**: Amendment to the Alpine Wellness, LLC Marijuana Retail Cultivation

Facility Special Use Permit: to Add two (2) hoop houses, Outdoor

Cultivation Area and Processing/ Storage Building

**DATE**: March 11, 2021

[Z:\Applications\_Alpine Wellness\_Marijuana Cultivation SUP\_Wrights Mesa\Amend Outdoor Cultivation 3.11.21]

# **Background**

Alpine Wellness, LLC was granted a Special Use Permit (SUP) for a Retail Marijuana Cultivation Facility in the Wright's Mesa zone district that was unanimously approved by the Board of County Commissioners, BOCC Resolution 2016-17, June 29, 2016 (see attached). A 3,000 s.f. Substantial Greenhouse for the cultivation of retail marijuana was subsequently built by Alpine Wellness on the subject property located at 557 Woodstock Road, Norwood, Colorado, a 79 acre parcel (PIN # 429529400007). Alpine Wellness, LLC has a State and Town Licensed retail marijuana store in Telluride. It has a pending application for a retail marijuana store in the Town of Norwood.

The Planning Director issued a Temporary Use Permit to Alpine Wellness, LLC for the 2020 season allowing up to a 20,000 square-feet outdoor cultivation area; about 5,400 s.f. was planted. The purpose of the permit was to expand the retail growing operation for export to offset the loss of business directly related to the pandemic. This temporary approval expired on November 30, 2020.

LUC Section 5-29 was amended in October, 2020 to allow consideration of outdoor cultivation areas and temporary greenhouses. The amendment removed the limit on 3 greenhouses and allows applicants to propose cultivation areas commensurate with the number of plants allowed by the State license.

Alpine Wellness has 2 shares of Lone Cone ditch water. They have obtained a water decree for two one-acre ponds that are five feet deep and two 15-gpm wells. The existing well on the property is for domestic use only, as are the two Norwood water taps. Currently, the water decree specifies it is for use within greenhouses; any outdoor cultivation would be limited to ditch water unless and until the decree is amended.

Alpine Wellness, LLC is licensed by the State of Colorado, License No 403R-00763, for the cultivation of up to 1,800 plants. The current 3,000 s.f. greenhouse has a capacity of about 200 plants.

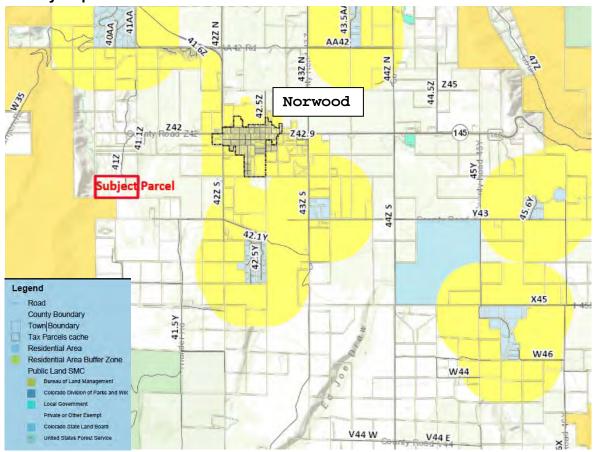
# **Proposal**

Alpine Wellness, LLC (Applicant) proposes to amend its Special Use Permit seeking a 20,000 s.f. Outdoor Cultivation Area and to construct a 3,000 s.f. marijuana processing / storage building to the north of the existing greenhouse and to add two (2) temporary 3,000 s.f. Non-substantial Greenhouses, i.e. "hoop houses" to the west. This would allow Alpine Wellness to quadruple their plant count; a 20,000 s.f. area (a 10-foot-square area for each plant) and each greenhouse can accommodate about 200 plants.

The subject property has an existing residence and typical farm outbuildings, in addition to the previously approved greenhouse. The marijuana facility is enclosed by an 8-foot tall wildlife fence, from when it was an elk farm. It is approximately one mile west of the Town of Norwood, about ½ mile south of County Road Z42 at the end of Woodstock Road. Woodstock Road is listed on the county road inventory and maps as a non-maintained public road.

The facility is located near the south property line, but the applicant, as Moonrise Enterprise LLC also owns the 82-acre vacant parcel that is directly south of the subject parcel, and adjoins CR Y43. The property is about 4,000 feet from the Residential Buffer Zone, as shown on the following vicinity map.

# **Vicinity Map**



The cultivation area is about 3,800 feet south of County Road Z 42. The property is minimally visible from the east, provided one knows where to look. The appearance is similar to other farm and ranch properties. The nearest homes are 1,400 feet (north) and 1,800 feet (southeast) from the cultivation area.

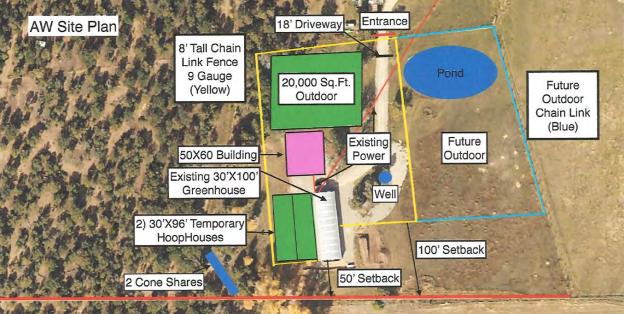
Current State regulations require chain link fencing (see attached regulations). An 8-foot high chain link fence is planned to enclose the cultivation area and facility structures.

Staff has determined that the scope of the additions proposed by the Applicant is a major modification to the existing Facility. Two-step Planning Commission and Board of County Commissioner review is required.

**Aerial Map** 







**View Map** (prepared by applicant) Ministry Robinson 3141 Hardmans 2762 3022 5085 Sanchez Crouch 2206" Walton 2042 1735 Nearest Vandenburg Public View 1436 Line of site 5828 C Noonan 2450' Hills 1791

# **Public Noticing**

A Notice of Public Meeting was published in the Norwood Post and Telluride Daily Planet on Wednesday, March 3, 2021 for the Planning Commission meeting. Public Notice was provided to all property owners within one-half (1/2) mile of the subject parcel per Section 5-2907 A; posting was completed by applicant on February 16, 2021.

# **Referral Agencies**

The application was referred to the **County Attorney**, County Building Official, County Manager, **County Road and Bridge Director**, County Sheriff, County Site Inspector, Colorado Parks and Wildlife, Colorado Division of Water Resources, Colorado Marijuana Enforcement Division, and Town of Norwood.

Amy Markwell, County Attorney, stated she had no concerns with the application.

Ryan Righetti, County Road and Bridge Director, requested additional information regarding the total number of greenhouses proposed on the site.

# **Public Comments**

<u>Patti Jo Royer, Town of Norwood resident</u>, stated that only medical cannabis sales and use be allowed in the community.

<u>David and Lynette Foley, adjoining property owners</u>, wrote in support of the application stating the facility is located in an ideal location at the end of an obscure private road out of the public view.

#### **Review Standards**

An application for an Amendment to a Marijuana Retail Cultivation Facility Special Use Permit is considered using the review standards of Land Use Code Section 5-2905 *et seq.* as follows:

Planning staff comments are in italics

#### 5-2905 Review Procedures

All applications for Facilities or Establishments to be located within the Forestry, Agriculture and Open (F), Wright's Mesa (WM) and Wright's Mesa Rural Agricultural (WMRA) Zone Districts are subject to a Two-step Planning Commission and Board of County Commissioner review. The process will consider the zoning, type, location, size and scale, the proximity to a Residential Area, and will be reviewed for compliance with the provisions and the standards set forth herein, as well as the standards of the applicable Zone District. Future phases of expansion of the facility, either outdoors or indoors, may be approved administratively through a development permit, provided the initial Special Use Permit (SUP) identified conceptual future phases and included conditions to mitigate impacts of the expanded facility.

# 5-2906 B. General Requirements

I. The use must comply with all applicable county and state regulations including but not limited to state and local licensing regulations for Facilities and Establishments.

Colorado Department of Revenue – Marijuana Enforcement Division (MED) regulations allow outside cultivation, subject to certain standards that include fence material and design, size of premises, and security. Alpine Wellness holds current State and County Licenses for a Retail Marijuana Cultivation Facility at 557 Woodstock Road, Norwood, Colorado.

- II. Retail Marijuana Stores and Medical Marijuana Centers are prohibited within the unincorporated areas of the County, except as an Accessory Use to a permitted and licensed Retail Marijuana or Medical Cultivation facility or Retail or Medical Production Manufacturing facility within the Ilium Industrial Park.
- III. The use shall be located within a building or Substantial Greenhouse, or in an approved Outdoor Cultivation Area, and shall be designed to blend into the surrounding rural landscape. Non-substantial Greenhouses, i.e. "hoop-houses," may be allowed on a temporary basis. Such structures will be permitted for an initial period of one (1) year, with renewal for one (1) additional year upon administrative review, reviewed on an annual basis to ensure proper maintenance. Non-substantial greenhouses shall not be permitted to be used for a period longer than two (2) years. Non-substantial Greenhouses shall be subject to all requirements and limitations of this Section 5-2906.

The property adjoins Naturita Canyon to the west and the existing facility and proposed structures are not visible from County Road Y43. The west half of the property abuts BLM land to the south. The design and location of the Outdoor Cultivation Area within an enclosed fenced area in a meadow that blends into the forest located directly to the west mitigates impacts on the surrounding area.

Applicant should take measures to ensure the hoop house coverings are well maintained and that all torn plastic is removed immediately. The Planning Commission may want to consider if it would it make sense to require the hoop house coverings be removed at the end of the growing season and not be left on when the hoop houses are not in use.

IV. Storage of Equipment. All equipment, with the exception of conventional farm equipment that is normally stored outside, must be stored inside the structure or within an enclosed fenced area.

Equipment will be stored inside the proposed storage building or enclosed fenced area.

V. Water. The applicant must demonstrate a legal and physically adequate water supply for the proposed use. Applicant must complete the State of Colorado, Office of the State Engineer Water Supply Information Summary form and submit this form with the application for a Special Use Permit. This completed form will be referred by staff to the Office of the State Engineer, Division of Water Resources for review and comment.

The Division Engineer in Moonrise Enterprise, LLC's water rights filing states that the applicant's Lone Cone Ditch shares can be used for crops, including marijuana, grown inside a greenhouse during the irrigation season (April through October). Gregory Powers, Division Well Commissioner clarified in 2020 that using water decreed for irrigation for the outside cultivation of marijuana is okay as long as it is not from a federal project or is used for the processing of marijuana.

Applicant plans to irrigate the proposed Outdoor Cultivation Area with its two shares of Lone Cone Ditch water. The greenhouses are proposed to be irrigated with water from its proposed commercial well. They will not be using this water to process crops after harvest.

The property owner must obtain well permits from the State and a Development Permit from the Planning Department prior to drilling the proposed commercial well.

- VI. The following must be addressed as part of any application:
  - a. Site Plan: The site plan shall show the location of the Cultivation Areas containing the licensed premises and provide distances from the building or Cultivation Area to adjacent buildings, describe all existing uses within the building or Cultivation Area and all adjacent buildings, parking spaces, property lines, and physical land features, such as streams, existing vegetation,

- driveways, and roadways. If the applicant proposes an Outdoor Cultivation Area, the site plan shall provide distances from the Cultivation Area to property lines and also from the Cultivation Area to surrounding residences. The site plan shall also show all fences, waste storage, irrigation and utilities.
- b. Location Plan. The location plan shall show all uses located within one-half (½) mile of the property boundary line of the premises on which the Retail or Medical Marijuana Establishment is located, including, but not limited to: any public or private preschool or elementary, middle, junior high, or high school; the campus of any college, university, seminary, or residential child care facility; or a drug or alcohol rehabilitation center. The distance measurement shall be a direct line between the closest point of the Cultivation Area and the closest point on the neighboring lot or parcel containing the specified use.
- c. Building Plan. The plans for the interior of the Marijuana
  Establishment shall include a detailed floor plan layout and
  information needed to demonstrate compliance with the Local
  Licensing standards and the applicable requirements of the
  County's adopted Building Code(s). For Outdoor Cultivation
  Areas, a detailed site layout of the growing area shall be provided
  with information needed to demonstrate compliance with the Local
  Licensing standards and the applicable requirements of the
  County's adopted Building Code(s).
- d. Location of existing residential structures within ½ mile.
- e. Number of proposed employees, both permanent and temporary.

Two (2) full-time and two (2) part-time growers (June to October) will be employed on site. At least four (4) part-time trimmers will be hired through November. Employee parking is proposed at site. Full-time employees live on site. Part-time employees will access site on

- f. A waste disposal plan.
- g. A noxious weed control plan.

The applicant states any disturbed soils will be re-seeded with native grasses that will blend with surrounding pastures. All necessary steps to manage invasive weeds on the site will be undertaken according to county and state regulations.

h. An odor abatement plan designed to keep all odors from the proposed use from emanating beyond the subject property lines to prevent impacts on adjacent properties.

No reports of odors have been received for the subject property, including in 2020 when there was an outdoor cultivation area.

i. Proposed plant count for each Cultivation Area.

200 plants are proposed per each of the three greenhouses (existing permanent greenhouse and 2 temporary hoop houses) and 200 plants are proposed in the Outdoor

Cultivation Area, for a total of 800 plants. Applicant's Tier 1 state license allows up to 1,800 plants.

- j. Fence design, including layout, height and materials.
- k. Water source for irrigation.
- I. Drainage and stormwater management plan.

New storage buildings and greenhouses are proposed to be constructed on the existing graded site to facilitate drainage from buildings. All stormwater will be detained on the subject property. On a prior site visit, staff observed open water storage tanks with mosquito larvae. The operator should take measures to control mosquitoes and other vectors. The proposal meets the general requirements contained in this section.

# 5-2906 C. Scenic Quality Mitigation Plan

- I. A plan for mitigation of visual impacts or other appropriate aesthetic impacts of the proposed access, structure(s), fencing, landscaping, and ancillary site improvements and use to achieve the goal set forth in Section 5-2301 A. Purpose.
- II. Visual mitigation techniques such as coloring, screening and landscaping. Use of natural colors and native vegetation is encouraged. If an Outdoor Cultivation Area is proposed, an exterior fence shall be erected around the cultivation area (i.e. a chain link fence or the like) that complies with state standards. Solid wood, slats, or screens may be required if necessary to screen the view of the cultivation area from adjacent roadways or properties.
- III. Provide a lighting plan. All exterior lighting shall be either directed toward the ground or the surface of a building. Lighting shall be shielded to prevent direct visibility of light bulbs from off-site. Motion detector security lighting may be approved if the lights are fully shielded and down lighted. High intensity sodium vapor and similar lighting is prohibited.
- IV. Signs. No advertising or business identification sign is permitted anywhere upon or attached to the facility or property. Warning or advisory signs related to security may be allowed.
- V. The level of mitigation required will depend on the location of the proposed facility in relation to topographic features, important visual features, proximity to residential neighborhoods and other sensitive visual areas. Placement of structures in treed or screened areas rather than open meadow areas is preferred in order to reduce the visibility of such facilities to the public to the maximum extent reasonably feasible.

The Outdoor Cultivation Area and proposed structures will be located behind existing trees and the site is far enough away from the public's view and in such an area that there should not any issues with scenic quality or visibility. The colors (Light Stone/Rural Red) proposed for the storage/processing building appear to blend with the natural landscape at the site.

The applicant states that motion sensing lights will be placed at the entrance gate to the site. These lights must be shielded and directed down.

# 5-2906 D. Area and Bulk Requirements

- I. Maximum Size for a Proposed Cultivation Area:
  - b. Parcels thirty-five (35) acres or larger: The maximum Cultivation Area(s) shall be dependent on the parcel location, size and the applicant's ability to comply with all applicable standards and the limitations of the operation's state license(s). Cultivation Areas may be located in a building, Greenhouse, or Outdoor Cultivation Areas, subject to the following restrictions:
    - i. Buildings or Greenhouses: three thousand (3,000) square feet each; or
    - ii. Outdoor Cultivation Area: twenty thousand (20,000) square feet per area, for the growing of female/female clone plants only; or
    - iii. Any combination of buildings, Greenhouses, and/or Outdoor Cultivation Areas, to the maximum allowed.
    - iv. One (1) additional three thousand (3,000) square foot building may be permitted for the hanging, trimming and processing of marijuana or any related products. The additional building shall not be used as a Cultivation Area.
    - v. Additional structures may be allowed for the storage of materials and equipment related to the cultivation and operation business, but not for the storage or processing of any marijuana or related products.

The existing and proposed structures (one 3,000 s.f. permanent greenhouse, two temporary 3,000 s.f. greenhouses, one outdoor 20,000 s.f. cultivation area, and one 3,000 s.f. work/storage building) meet the requirements of this section.

#### II. Setbacks:

a. The minimum setback for an indoor marijuana cultivation facility is fifty (50) feet from all property lines regardless of zone district.

The existing greenhouse and two (2) proposed "hoop houses" will be located 50 feet from the south property line.

b. Outdoor Cultivation Areas shall have a minimum setback of one hundred (100) feet from the property line. Additionally, the Outdoor Cultivation Area shall be at least five hundred (500) feet from the closest dwellings existing on neighboring properties at time of application. The distance measurement shall be a direct line between the closest point of the Outdoor Cultivation Area and the closest points of the dwellings on the neighboring properties.

The Outdoor Cultivation Area is located greater than 100 feet from the south property line. The existing residential structures within ½ mile of the proposed outdoor cultivation site are identified on the "View Map" prepared by the applicant. The nearest residence is located 1,436 feet from the Facility.

- c. In addition the following setbacks shall also apply:
  - i. Any public or private preschool or elementary, middle, junior high, or high school; the campus of any college, university, seminary, or licensed residential child care facility; or a drug or alcohol rehabilitation center must be located a minimum of one-half (½) mile from the nearest property line of the parcel. The distance measurement shall be a direct line between the closest point of the Cultivation Area and the closest point on the neighboring lot or parcel upon which any of the above uses are located.
  - ii. Setbacks from a private camp or recreational facility frequented by minors: a minimum of one thousand (1,000) feet from the nearest property line of the land. The distance measurement shall be a direct line between the closest point of the Cultivation Area and the closest point on the neighboring lot or parcel upon which any of the above uses are located.
  - iii. Setbacks from Residential Areas: New facilities may not be located within one-half (½) mile of a Residential Area.

The subject parcel is not located within ½ mile of a Residential Area as depicted in Exhibit 1 of Land Use Code Section 5-29. There are no sensitive uses in the area.

d. Setbacks may be increased or decreased during the review and evaluation of the Special Use Permit.

## III. Fences:

a. Outdoor Cultivation Areas area shall be properly fenced for security with a minimum eight (8) foot chain-link fence or six (6) feet of chain-link material with two (2) foot security arms with barb wire or razor wire or equivalent type of fencing for security. Alternative fence materials, such as woven field fence, may be considered if approved by the State. Solid wood, slats, or screens may be required if necessary to screen the view of the cultivation area from adjacent roadways or properties.

The applicant proposes to enclose the facility with 8-foot chain link fence as indicated on the site plan. Due to the location, screening is not necessary.

b. Portions of the fence may be required to be removable during periods when Outdoor Cultivation is not occurring, to allow the seasonal movement of wildlife through the property and where

such removal would not compromise the security of the facility.

# 5-2908 Commencement, Duration and Modification of Special Use Permit

The Special Use Permit shall become effective on the date of written approval by the County. Special Use Permits are issued to the applicant and do not run with the land.

If an applicant desires to modify the subject Facility by changes to equipment, site layout, approved operating plan, etc. an amendment to the original application shall be submitted for review and approval. The Planning Department shall determine whether the modification has substantial impacts or is considered a minor amendment pursuant to County adopted standards for Medical and Retail Marijuana uses.

Special Use Permit approval shall only be valid as long as the applicant holds a current State and County License for the approved use.

# 5-2909 Disposal of Marijuana

Marijuana waste shall be stored, secured, and managed in accordance with applicable state laws, including but not limited to rules promulgated by the Colorado Medical Marijuana Enforcement Division and the Colorado Department of Revenue-Marijuana Enforcement Division (DOR-MED) in effect and as amended from time to time hereinafter.

All plant waste is composted on site and reused in compost tea feedings for the crop.

#### 5-2910 Definitions

#### **Cultivation Area**

Means a building, Greenhouse, or Outdoor Cultivation Area used for the growing of marijuana.

#### **Enclosed**

Means a permanent or semi-permanent area covered and surrounded on all sides. Temporary opening of windows and doors or the temporary removal of a wall or ceiling panels does not convert the area into an unenclosed space.

#### **Extended Plant Count**

Means County approval given to either a Medical Marijuana Patient or a Primary Caregiver to allow a plant count over twelve (12) marijuana plants but not more than twenty-four (24) plants on a Residential property, which shall only be applicable for Patients whose physicians have recommended such an extended plant count as being medically necessary to address the Patient's debilitating medical condition.

## **Local Licensing Standards**

Means Local Licensing Standards as adopted and amended by the Board of County Commissioners.

#### Locked Space

Means secured at all points of ingress or egress with a locking mechanism designed to limit access, such as a key or combination lock.

# **Medical Marijuana**

Means marijuana that is grown and sold pursuant to the Medical Code and includes seeds and Immature Plants.

## **Medical Marijuana Business**

Means a Medical Marijuana Center, a Medical Marijuana Infused Product Manufacturer, or an Optional Premises Cultivation Operation.

# **Medical Marijuana Center**

Means a Person licensed pursuant to the Medical Code to operate a business as described in section 12-43.3-402 C.R.S., and sells medical marijuana to registered patients or primary caregivers as defined in Article XVIII, Section 14 of the Colorado Constitution, but is not a primary caregiver.

# **Medical Marijuana Infused Product**

Means a product infused with Medical Marijuana that is intended for use or consumption other than by smoking, including but not limited to edible product, ointments, and tinctures. Such products shall not be considered a food or drug for purposes of the "Colorado Food and Drug Act," part 4 of Article 5 of Title 25, C.R.S.

# **Medical Marijuana Infused Product Manufacturer**

Means a Person licensed pursuant to the Medical Code to operate a business as described in section 12-43.3-404, C.R.S.

# **Medical Marijuana Patient (Patient)**

Means a person who has applied for and is entitled to receive a registry identification card with the Colorado Department of Public Health and Environment.

#### **Non-residential Property**

Means all other property than Residential Property as defined herein.

#### **Non-substantial Greenhouse**

Means a hoop house, high tunnel or other similar structure that is covered or uses a membrane or a soft pliable sheet, i.e. plastic sheeting, visqueen, tarps, canvas, polyethylene films or similar materials, to be used on a short-term basis.

# **Optional Premises Cultivation Operation**

Means a Person licensed pursuant to the Medical Code to operate a business as described in section 12-43.3-403, C.R.S.

#### **Outdoor Cultivation Area**

Means a designated and approved outdoor area to grow marijuana.

#### **Primary Caregiver**

Means a person who is 18 years of age or older who has significant responsibility for managing the well-being of a patient who has a debilitating medical condition. Primary caregivers who cultivate medical marijuana for their patients must register with CDPHE and the DOR-MED. In order to be a primary caregiver who cultivates medical marijuana for his or her patients or transports medical marijuana for his or her patients, he or she shall also register with the state licensing authority and comply with all local laws, regulations, and zoning and use restrictions.

# Personal Use/Recreational Marijuana

Means all parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate that is cultivated and/or consumed by a person twenty-one years of age or older for personal use by persons twenty-one years of age or older, but not for resale to others. Such Marijuana does not include industrial hemp.

## **Residential Area**

Means an area as depicted on the maps attached as Exhibit I to this Section. These mapped areas may be amended as necessary by the County. New licensed marijuana facilities may not be located within one-half ( $\frac{1}{2}$ ) mile of a Residential Area. A Residential Area may be zoned something other than WM, WMRA and F.

## **Residential Property**

Means a single unit providing complete independent living facilities for one or more persons, including permanent provisions for living, sleeping, eating, cooking, and sanitation. "Residential Property" also includes the real property surrounding a structure, owned in common with the structure that includes one or more single units providing complete independent living facilities.

## **Retail Marijuana**

Means all parts of the plant of the genus cannabis whether growing or not, the seeds thereof, the resin extracted from any part of the plant, and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds, or its resin, including marijuana concentrate that is cultivated, manufactured, distributed, or sold by a licensed Retail Marijuana Establishment. "Retail Marijuana" does not include industrial hemp, nor does it include fiber produced from stalks, oil, or cake made from the seeds of the plant, sterilized seed of the plant which is incapable of germination, or the weight of any other ingredient combined with marijuana to prepare topical or oral administrations, food, drink, or other product.

# **Retail Marijuana Cultivation Facility**

Means an entity licensed to cultivate, prepare, and package Retail Marijuana and sell Retail Marijuana to Retail Marijuana Establishments, but not to consumers.

#### **Retail Marijuana Establishment**

Means a Retail Marijuana Store, a Retail Marijuana Cultivation Facility, a Retail Marijuana Products Manufacturing Facility, or a Retail Marijuana Testing Facility.

#### **Retail Marijuana Product**

Means a product that is comprised of Retail Marijuana and other ingredients and is intended for use or consumption, such as, but not limited to, edible product, ointments and tinctures.

# **Retail Marijuana Products Manufacturing Facility**

Means an entity licensed to purchase Retail Marijuana, manufacture, prepare, and package Retail Marijuana Product, and sell Retail Marijuana and Retail Marijuana Product to other Retail Marijuana Products Manufacturing Facilities and to Retail Marijuana Stores, but not to consumers.

## **Retail Marijuana Store**

Means an entity licensed to purchase Retail Marijuana from a Retail Marijuana Cultivation Facility and to purchase Retail Marijuana Product from a Retail Marijuana Products

Manufacturing Facility and to sell Retail Marijuana and Retail Marijuana Product to consumers.

# **Retail Marijuana Testing Facility**

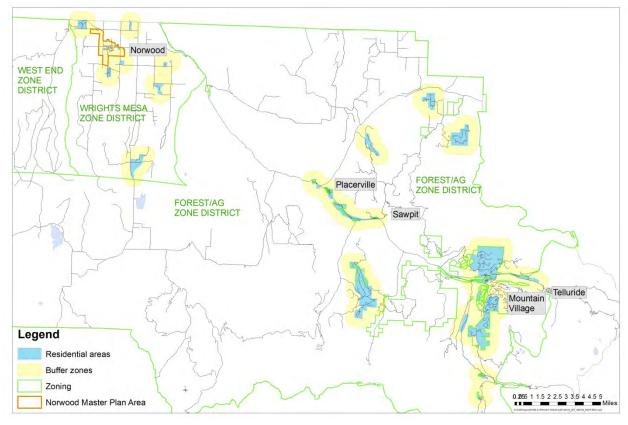
Means a public or private laboratory licensed and certified, or approved by the Division, to conduct research and analyze Retail Marijuana, Retail Marijuana Products and Retail Marijuana Concentrate for contaminants and potency.

#### **Substantial Greenhouse**

Means a solid, secured structure constructed to the design requirements for imposed loads (e.g., wind, snow, seismic activity) as required by the International Building Code. The exterior wall and roof coverings must be materials such as concrete, glass, metal, wood, polycarbonates or any such material that is tested and approved for such use.

**EXHIBIT 1** 

Residential Areas and Residential Area Buffer Zones



It might make sense to require the hoop house coverings be removed at the end of the growing season and not be left on when the hoop houses are not in use.

All applicable conditions of approval from the original BOCC approval of this Special Use Permit remain in effect, and are included in the sample motion.

#### Recommendation

Planning staff recommends approval of the application, with the findings and conditions contained in the following sample motion:

# Sample Motion:

I move to recommend to the Board of County Commissioners to approve the proposed amendment to the Alpine Wellness, LLC Marijuana Retail Cultivation Facility Special Use Permit to add a 20,000 Outdoor Cultivation Area, two (2) 3,000 s.f. Non-substantial greenhouses, i.e. "hoop houses", and a 3,000 s.f. Processing/ Storage Building, based on the finding that the proposed amendment complies with the standards of Land Use Code Section 5-2905 et seq. for Retail and Medical Marijuana Cultivation Facilities, and the County Master Plan, with the following conditions:

- 1. The Special Use Permit is issued to the applicant and does not run with the land.
- 2. The Special Use Permit shall only be valid as long as the applicant holds a current State and County License for the approved use and complies with all state and county regulations at all times.
- 3. The location of the Outdoor Cultivation Area, "hoop houses" and processing / storage building shall be as shown on the enclosed Site Map.
- 4. The fence design shall be as approved by the Colorado Marijuana Enforcement Division. A copy of the final MED approval shall be submitted to the Planning Department upon receipt.
- 5. If the greenhouse, two (2) hoop houses or storage/processing building are to be used after dark the facilities will be constructed in such a way as to prevent light leakage from the building(s).
- 6. Privacy screening may be required after construction of the greenhouse, outdoor cultivation area, hoop houses, and storage/building.
- 7. The Non-substantial greenhouses, i.e. "hoop houses" will be permitted for an initial period of one (1) year, with renewal for one (1) additional year upon administrative review. They shall not be permitted to be used for a period longer than two (2) years. The hoop house coverings shall be maintained and all torn plastic shall be removed immediately.
- 8. No signs will be posted on the property advertising the business with the

- exception of a sign that identifies the state and county license numbers and which buildings are not being used for cultivation.
- 9. No outdoor lighting shall be allowed except at the entrance gate that is motion sensitive and shielded and directed down.
- 10. All processing of marijuana shall take place within the processing/storage building or greenhouses
- 11. If offensive odors are reported offsite by the neighbors, after consultation with the Planning Department, the applicant may be required to provide an odor removal system.
- 12. Waste disposal shall comply with Colorado Department of Health & Environment regulations.
- 13. Equipment related to the cultivation operation will be stored inside the structure or within an enclosed area.
- 14. Any and all water used associated with the Marijuana Facility shall be in accordance with guidance provided by the Colorado Division of Water Resources and not in conflict with the water decree for the source of water being used.
- 15. All outdoor water storage shall be covered and maintained to prevent the establishment of mosquito larvae and other vectors.
- 16. Unless needed for security of the overall site, fence segments shall be opened to allow wildlife to move through the site when outdoor cultivation is not occurring.
- 17. The applicant shall maintain and remove any damaged and exposed landscape fabric used in the outdoor cultivation area to prevent litter from spreading.
- 18. Any amendments or modifications to the Facility including to equipment, site layout, approved operating plan, etc. shall be submitted to the county planning department for review and approval in accordance with the applicable LUC provisions.
- 19. All applicable conditions of approval as set forth in BOCC Resolution 2016-17 shall be followed.
- 20. The applicant shall obtain all necessary state and local permits, including MED, Building, and Electrical.
- 21. All written representations of the applicant, in the original submittal and all supplements, letters and emails, are deemed to be conditions of approval, except to the extent modified by this Motion.

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SAN MIGUEL COUNTY, CO
M. KATHLEEN ERIE, CLERK-RECORDER
06-30-2016 09:32 AM Recording Fee \$0.00

# RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, COLORADO, APPROVING A SPECIAL USE PERMIT FOR A RETAIL MARIJUANA CULTIVATION FACILITY FOR ALPINE WELLNESS, LLC IN THE WRIGHT'S MESA (WM) ZONE DISTRICT

### Resolution 2016-17

WHEREAS, Alpine Wellness, LLC (applicant), on behalf of Frank & Rhonda Johnson, owners of a 79 acre parcel (PIN # 429529400007) zoned Wright's Mesa, and Nolan Murphy and Michael Grady, who have the property under an Installment Land Purchase Contract, seek a Special Use Permit for a Retail Marijuana Cultivation Greenhouse Facility in the Wright's Mesa (WM) Zone District. Alpine Wellness, LLC holds current State and County Licenses for both Medical and Retail Marijuana Cultivation Facilities and Infused Product Facilities in the Ilium Valley Industrial Park and has a State and Town Licensed retail store in Telluride. The applicant seeks to build a 3,000 sq. ft. Greenhouse on the southern portion of the parcel;

WHEREAS, the subject parcel is located approximately one mile west of the Town of Norwood off County Road Z42 at the end of Woodstock Road, which is about ½ mile south of CR Z42, and is approximately ¾ mile from the western boundary of the Norwood Future Land Use Area. The subject parcel is not located within ½ mile of a Residential Area as depicted on Exhibit 1 of Land Use Code (LUC) Section 5-29. The County Assessor classifies the subject parcel as "Mixed Use", i.e. Agricultural and Residential;

WHEREAS, four people currently live on the property and make round trips up and down Woodstock Road on a daily basis. The current residents will also work in the Greenhouse so traffic will not increase after construction but should decrease. If water needs to be hauled to the site the employees will use their personal vehicles to haul water in storage containers;

WHEREAS, the subject property has an existing residence and out buildings similar to surrounding properties. The Greenhouse will be located behind some existing trees. The applicant states that more trees or a privacy screen could be added on the east side of the site to assist in blocking the view of the Greenhouse. Employee parking is behind the existing storage building. Alpine Wellness believes the site is far enough away from the public view and in such an area that there shouldn't be any issues with scenic quality or visibility;

WHEREAS, the applicant submitted a Water Supply Information Summary form, provided by the Colorado State Engineers Office, which staff has referred to the State for comment regarding the proposed water supply for a marijuana crop. In addition the applicant provided a document, "Written Instruction and Order 2015-01" Instruction and Order Concerning the Administration of Water Rights Decreed for Irrigation issued by the State Division of Water Resources, that addresses the administration of water rights that are decreed for irrigation purposes that states the State Engineer and Division Engineers shall allow Irrigation Water Rights to be used to irrigate any type of plant that may be legally grown under Colorado law subject to certain conditions. For a water right that identifies a beneficial use of Irrigation, if there is no specific limitation on the type of plant that may be irrigated, and lacking any other applicable limitation in the decree,

the Division engineers shall allow the water right to be used for the Irrigation of any plant. The Division engineers shall not allow Irrigation in an indoor facility to the extent it would allow the extension of the irrigation season beyond the established irrigation season unless the decree for the water right specifically allows Irrigation to occur inside such a facility at such time of the year. Should the owner of the water right desire to Irrigate inside such a facility with an extended Irrigation season, the owner of the water right must apply for a change in time of use in water court:

WHEREAS, the property has two Norwood water taps, a domestic well, and two shares of irrigation water from the Lone Cone Ditch Company that can be used a couple of months a year. After discussions with the State of Colorado Division of Water Resources, the Norwood Water Commission and San Miguel County the following is a breakdown of the proposed water supply and expected use of water associated with this proposed marijuana cultivation greenhouse:

- 1. The Norwood Water Commission denied Alpine Wellness the right to use their second water tap for commercial use as it may interfere with their Federal Grants.
- 2. The State of Colorado has deemed the existing well as residential and cannot be transferred to a commercial use as it was installed prior to 1972.
- 3. The applicant states that the State has published a memo regarding irrigation water which says that irrigation water may be used for any plant that can be legally grown in Colorado as long as the water is not stored past the flow season unless already decreed allowed. Alpine Wellness is prepared to use their Lone Cone water rights for their project.
- 4. The applicant proposes to haul water as necessary either from the Norwood Water public water dispenser station located on Summit Street and/or possibly use recycled water from the applicants grow facility in Ilium Valley if this is allowed per the Illium Park permits and water decree.
- 5. The applicants are planning on drilling a commercial well to avoid any issues with attaining water. Prior to construction of a well, the applicant must obtain a well permit which may operate in accordance with a Division 4 Water Court approved plan for augmentation;

WHEREAS, water demand will vary as plants grow larger. In a 2013 a 3,000 sq. ft. trial greenhouse was constructed to see just what goes into growing in a greenhouse and what water usage to expect. The trial greenhouse water was supplied by the existing Town taps and stored in a 350 gallon tank next to the greenhouse. During the first 2 months the plants used only 150-200 gallons of water once a week. The plants are only watered again once they start showing signs of wilting from lack of water. This method helps the roots search for water and grow rapidly, if you over water the roots cannot get oxygen and do not develop. Towards the end of the second month and for the rest of the season the water use should be doubled to 300-400 gallons once a week;

WHEREAS, the current property residents will maintain the ditches and pastures as they have for the past three years. Improvements have been made to direct water flow to dry pastures and prairie dog infested areas of the property;

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WHEREAS, the exterior of the greenhouse is a clear twin wall double polycarbonate recommended by the manufacturer based on the crop and local region. While the walls are transparent someone should not be able to clearly identify the crop or anyone inside. This should benefit any neighboring view either from town or above the property on Thunder Road because the foreground should absorb the view;

WHEREAS, the greenhouse is in a secluded location and the chance of any offensive odors being sensed by neighbors is very small. The applicant does not intend to have an odor removal system unless it becomes a problem with the neighbors in the future;

WHEREAS, the greenhouse will only have supplemental lighting approximately 4 hours a day during the winter months, if necessary. Should the need for lighting during the winter months arise a blackout curtain will be extended over the greenhouse to keep the light from affecting any view from neighboring properties. There will be motion sensor lighting around the perimeter of the site directed away from town;

WHEREAS, there will be no signs posted on the property advertising the business. If it becomes necessary in the future the applicant would like to post a sign on the entrance gate into the greenhouse site that identifies the license number of the OPC or similar designation that allows the State and County to identify which buildings are NOT being used for cultivation;

WHEREAS, currently there is elk fencing surrounding the site that will keep the public from wandering onto the site. The site is far enough away from public view that the applicant does not see a need for an added fence with privacy screen unless directed by the MED or required due to supplemental lighting being used in winter months;

WHEREAS, the applicant provided notice to property owners within ½-mile of the proposed site and all property owners who use the access road, Woodstock Road, and posted a sign on the property and noticed all property owners who use County Road Y43 west of County Road 42ZS and posted a sign on CR Y43. A Public Hearing Notice for the Board of County Commissioner June 21, 2016 Public hearing was published in the Norwood Post on June 8, 2016;

WHEREAS, Staff referred the application to the County Attorney, the County Environmental Health Director, the County Sheriff, the County Road Superintendent, the County Building Official, the Town of Norwood, the Norwood Fire Protection District, the Norwood Water Commission, the Lone Cone Ditch Company, and the Colorado Division of Water Resources. In addition the applicant provided a site location map indicating which parcels within the ½-mile area contain a residence;

WHEREAS, in an April 6, 2016 email County Road Superintendent Mike Horner states that the Road Department has no objection to the proposed grow facility/greenhouse. The applicant states there will be no increase in traffic except during construction of the greenhouse therefore Road and Bridge expects no impact to County Road Z42 which provides access to Woodstock Road. The applicant also states that a road could be built to access the grow facility from County Road Y43 in the future which would require approval from the Road Department in the form of a

Standard Driveway Access Permit. The applicant has received an approved Access Permit from the County Road Department for CR Y43;

WHEREAS, following the May 11, 2016 Planning Commission meeting staff conducted additional research concerning the easements granted for Woodstock Road and also researched the Road & Bridge Department inventory and records. In a June 14, 2016 email Mike Horner indicated that Woodstock Road, CR 41Z, was first placed on the official County Road Map in 1968 as an unimproved "bladed" road and then on the road inventory and maps since 1979 as a non-maintained public road, not eligible for HUTF funding, for a distance of .72 miles. To the best of staff's knowledge this County Road inventory and mapping of "Woodstock Road" is not in the chain of title. It appears that most owners who own property along Woodstock Road have relied on the easement for ingress and egress contained within the deed(s) to their property and have assumed and understood this to be a private road;

WHEREAS, in an April 25, 2016 memorandum the Norwood Water Commission states that in 2014 the Water Commission Board received a legal opinion that if the Board knowingly accepted funds from marijuana operations it would put receiving federal funding for future capital improvement projects at risk. The Water Commission operates a water dispenser station located on Summit Street but it is operated as a courtesy and should not be considered a stable source of water;

WHEREAS, in a June 15, 2016 letter Ronald Gabbett, Chairman of the Norwood Water Commission, states that the Norwood Water Commission cannot knowingly accept funds from marijuana operations without putting federal funding for future capital improvement projects at risk. This includes the water dispenser station located on Summit Street. As of July 1, 2016, the option to pay cash will no longer be offered and anyone who wishes to use the dispenser station must purchase a "swipe card". To purchase the swipe card, the customer must provide documentation of the property where the water is going. The new policy will allow the card holder to purchase a maximum of 7,000 gallons per month;

WHEREAS, in an April 25, 2016 letter C. Kieffer Parrino, Town of Norwood Mayor, states that one of the main concerns of the residents of Wright's Mesa is the water that will be needed to sustain a business such as a grow facility, but this issue will be addressed by the Norwood Water Commission. The Town is part of a newly formed group that is very interested in pursuing "Dark Sky" designation in the future, so should this application be recommended for approval, the Norwood Board of Trustees requests that the Planning Commission require the applicant to take special care in protecting the rural sky against any light pollution that may occur from the proposed greenhouse. The Board strongly recommends that a video surveillance system be installed and maintained for this project if that is not already a requirement. In addition, should the applicants wish to expand their current grow operation, the County Planning Commission shall require them to complete an additional Special Use Permit;

**WHEREAS**, in a May 3, 2016, memorandum, Megan Sullivan, P.E., Colorado Division of Water Resources, provided the following comments:

The proposed primary water supply for the greenhouse would be ditch water from two shares of the Lone Cone Ditch. As indicated in a February 26, 2016 memorandum to the applicant, irrigation water from a ditch can be used for the cultivation of a crop in a greenhouse. In the submitted information, the applicant did not specify if additional water would be required for any purposes beyond irrigation in the grow facility. The applicant should be aware that the water from the Lone Cone Ditch is decreed only for irrigation and therefore can only be used for watering of the crop during the normal crop irrigation season and cannot be used for processing or manufacturing of product or other industrial, commercial or domestic purposes. Furthermore, Lone Cone Ditch is what is termed a direct flow right; it is not a storage right. Because it is a direct flow water right, water from the ditch cannot be stored in the applicant's holding pond or in a tank more than 72 hours after delivery, during and after the irrigation season. The water commissioner responsible for administration in this area may require the applicant to release, without further use, any water delivered from the Lone Cone Ditch that is impounded for more than 72 hours;

Finally, the applicant stated that by 2017 they are planning on drilling a well to avoid any issues with attaining water. Prior to construction of a well, the applicant must obtain a well permit which must operate in accordance with a Division 4 Water Court approved plan for augmentation. Because obtaining approval for an augmentation plan can be a complex matter that can take some time, I recommend the applicant begin that process as early as possible and consider hiring a private consulting firm and/or attorney familiar with Colorado water law.

WHEREAS, since the May 11, 2016 Planning Commission meeting in Norwood the applicants, in accordance with the guidance provided by the Department of Water Resources, have obtained the services of a water attorney to assist them in applying for and obtaining an approved augmentation plan and a commercial well permit as the water source for the marijuana cultivation facility;

WHEREAS, the BOCC has determined an adequate water supply can be supplied by the use of a combination of the property's Lone Cone Ditch water shares, using a dehumidifier to extract water from within the greenhouse, and transporting dehumidified water from the applicants Ilium Industrial Park cultivation facility to the new greenhouse, during the interim period prior to water being legally available from a water well located on the property; the applicants have represented that they will seek Colorado Division of Water Resources approval for a commercial use water well permit for the existing residentially permitted well as a water source for the cultivation facility which will require the applicant to obtain approval for a water augmentation plan from the State of Colorado Division 4 Water Court;

WHEREAS, at its May 11, 2016 regular meeting the County Planning Commission voted 3-2 (Taylor and Kell opposed) to recommend that the BOCC approve the Alpine Wellness Special Use Permit application to allow construction of a 3,000 sq. ft. Substantial Greenhouse to grow retail marijuana finding that the applicants have met the requirements of Land Use Code Section 5-29 Medical and Retail Marijuana Facilities subject to the twelve (12) conditions as recommended by the Planning staff together with an additional condition stating that the

applicant is to obtain access to the proposed cultivation facility on a portion of the "Johnson" property from CR Y43 across the "Grady" property, and not use Woodstock Road as access to the proposed marijuana cultivation facility;

WHEREAS, each of the County Commissioners conducted a site visit individually with the Planning Director to see the location of the proposed greenhouse, evaluate the visibility of the proposed greenhouse from the Town of Norwood and the surrounding area and drive the alignment of the potential driveway that would access the greenhouse from County Road Y43, as recommended by the CPC at the CPC May 11, 2016 meeting;

WHEREAS, the Board of Commissioners of San Miguel County, Colorado, considered this application, along with relevant evidence and testimony from the public, including 38 items introduced into the public hearing record, at a public hearing in Norwood on June 21, 2016.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of San Miguel County, Colorado, unanimously approves the proposed 3,000 sq. ft. greenhouse marijuana cultivation facility subject to the twelve (12) conditions recommended by the County Planning Commission, but <u>not</u> requiring the applicant to use County Road Y43 for access, finding the applicants have complied with the requirements and have met the conditions and standards of Land Use Code Section 5-29 Medical and Retail Marijuana Facilities in particular that (1) after a review of the recorded easements the BOCC finds that the use of Woodstock Road is not limited to residential uses only, (2) the applicants have presented a legal and physically adequate water supply for the use, and (3) the applicants have shown that the proposed facility is to be located and developed so that it blends into the rural ranching and agricultural landscape and is not highly visible or readily apparent to neighboring landowners and the general public that the greenhouse is being used to grow marijuana. The conditions as stated by the Planning Commission are:

- 1. The Special Use Permit is issued to the applicant and does not run with the land.
- 2. The Special Use Permit shall only be valid as long as the applicant holds a current State and County License for the approved use and complies with all state and county regulations at all times.
- 3. If the greenhouse is to be used after dark the facility will be constructed in such a way as to prevent light leakage from the building.
- 4. Additional privacy screening may be required after construction of the greenhouse.
- 5. No signs will be posted on the property advertising the business with the exception of a sign that identifies the state and county license numbers and which buildings are not being used for cultivation.
- 6. No outdoor lighting shall be allowed except a motion sensor lighting around the perimeter of the greenhouse that is fully shielded and facing downward away from Norwood.

- 7. If offensive odors are reported offsite by the neighbors, after consultation with the Planning Department, the applicant may be required to provide an odor removal system.
- 8. Waste disposal shall comply with Colorado Department of Health & Environment standards.
- 9. Equipment related to the cultivation operation will be stored inside the structure or within an enclosed fenced area.
- 10. Any and all water use associated with the marijuana Facility shall be in accordance with guidance provided by the Colorado Division of Water Resources and not in conflict with the water court decree for the source of water being used.
- 11. Any amendments or modifications to the Facility including to equipment, site layout, approved operating plan, etc. shall be submitted to the county planning department for review and approval in accordance with the applicable LUC provisions.
- 12. All written representations submitted in the application and all supplements are considered conditions of approval unless modified by this review process.

**BE IT FINALLY RESOLVED** that there shall be an Administrative Review within 18 months from the date of this resolution of approval to evaluate the adequacy of the water supply for the cultivation facility and compliance with all other conditions of approval. If there are any issues or concerns identified by planning staff regarding compliance with the terms and conditions of approval set forth herein the matter will be referred to the BOCC for review.

DONE AND APPROVED by the Board of County Commissioners of San Miguel County, Colorado, on Two 29, 2016.

BOARD OF COUNTY COMMISSIONERS SAN MIGUEL COUNTY, COLORADO

Joan May, Chair

Joan May Art Goodtimes Amy Levek Aye Nay Abstain Absent Aye Nay Abstain Absent

Aye Nay Abstain Absent

ATTEST:

Chief Deputy Clerk

[text/marijuana/alpine.sup.cultivation.reso]

- G. <u>Shared Licensed Premises Marijuana Research and Development Facility</u>. A Marijuana Research and Development Facility that has obtained an R&D Co-Location Permit pursuant to Rule 5-705(C) may share a single Licensed Premises and operate at the same location as another Regulated Marijuana Business to the extent permitted by the R&D Co-Location Permit and otherwise in compliance with all applicable rules. *See* 5-700 Series Rules.
- H. <u>Violation Affecting Public Safety</u>. Violation of this Rule may be considered a license violation affecting public safety.

### Basis and Purpose - 3-220

The statutory authority for this rule includes but is not limited to sections 44-10-202(1)(c),44-10-203(1)(j), 44-10-203(2)(e), and 29-2-114(8)(a), C.R.S. Authority also exists in the Colorado Constitution at Article XVIII, Subsection 16(5)(a)(IV). The purpose of this rule is to ensure adequate control of the Licensed Premises and Regulated Marijuana contained therein. This rule establishes the minimum guidelines for security requirements for alarm systems and commercial locking mechanisms for maintaining adequate security. This rule also establishes fencing and lighting requirements for outdoor cultivations. This Rule 3-220 was previously Rules M and R 305, 1 CCR 212-1 and 1 CCR 212-2.

### 3-220 - Security Alarm Systems and Lock Standards

- A. <u>Security Alarm Systems Minimum Requirements</u>. The following Security Alarm Systems and lock standards apply to all Regulated Marijuana Businesses, unless stated otherwise by these rules.
  - 1. Each Licensed Premises shall have a Security Alarm System, installed by an Alarm Installation Company, on all perimeter entry points and perimeter windows.
  - 2. Each Licensee must ensure that all of its Licensed Premises are continuously monitored. Licensees may engage the services of a Monitoring Company to fulfill this requirement.
  - 3. A Licensee shall maintain up-to-date and current records and existing contracts on the Licensed Premises that describe the location and operation of each Security Alarm System, a schematic of security zones, the name of the Alarm Installation Company, and the name of any Monitoring Company. See Rule 3-905 Business Records Required.
  - 4. Upon request, Licensees shall make available to agents of the Division or relevant Local Licensing Authority or Local Jurisdiction or state or local law enforcement agency, for a purpose authorized by the Marijuana Code or for any other state or local law enforcement purpose, all information related to Security Alarm Systems, Monitoring, and alarm activity.
  - 5. Any outdoor or Greenhouse Medical Marijuana Cultivation Facility or Retail Marijuana Cultivation Facility is a Limited Access Area and must meet all of the requirements for Security Alarm Systems described in this Rule. An outdoor or Greenhouse Medical Marijuana Cultivation Facility or Retail Marijuana Cultivation Facility must provide sufficient security measures to demonstrate that outdoor areas are not readily accessible by unauthorized individuals. It shall be the responsibility of the Licensee to maintain physical security in a manner similar to a Medical Marijuana Cultivation Facility or Retail Marijuana Cultivation Facility located in an indoor Limited Access Area so it can be fully secured and alarmed. The fencing requirements shall include, at a minimum, perimeter fencing designed to prevent the general public from entering the Limited Access Areas and shall meet at least the following minimum requirements:

- a. The entire Limited Access Area shall be surrounded by a fence constructed of nine gauge or lower metal chain link fence or another similarly secure material. The fence shall measure at least eight feet from the ground to the top, or in the alternative, the fence may measure six feet from the ground to the top with a 1 foot barbed wire arm with at least three strands along the entire fence. All support posts shall be steel and securely anchored.
- b. All gates of ingress or egress shall measure at least eight feet from the ground to the top of the entry gate, or in the alternative, the gate may measure six feet from the ground to the top with a 1 foot barbed wire arm with at least three strands, and shall be constructed of nine gauge or lower metal chain link fence or a similarly secure material.
- c. The fence shall obscure the Limited Access Area so that it is not easily viewed from outside the fence.
- d. All areas of ingress and egress of the fence shall be illuminated including a 20 foot radius from the point of ingress or egress. The required lights may be, but are not required to be, motion sensing. See Rule 3-225(C).
- e. A Licensee or Applicant for initial licensure may, in writing, request that the Division waive one or more of the security requirements described in this subparagraphs (a) through (d) of this Rule, by submitting on a form prescribed by the Division a security waiver request for Division approval. The Division may, in its discretion and on a case-by-case basis, approve the security waiver if it finds that the alternative safeguard proposed by the Licensee or Applicant for initial licensure meets the goals of the above security requirements or that the security requirements are in conflict with a local ordinance of general applicability. Approved security waivers expire at the same time as the underlying License and may be renewed at the time the License renewal application is submitted. The Licensee's or Applicant for initial licensure's request for a waiver shall include:
  - The specific rules and subsections of a rule that is requested to be waived;
  - ii. The reason for the waiver;
  - iii. A description of an alternative safeguard the Licensee will implement in lieu of the requirement that is the subject of the waiver; and
  - iv. An explanation of how and why the alternative safeguard accomplishes the goals of the security rules, specifically public safety, prevention of diversion, accountability, and prohibiting access to minors.

### B. Lock Standards – Minimum Requirement

- 1. At all points of ingress and egress, the Licensee shall ensure the use of a commercial-grade, non-residential door locks.
- 2. Any outdoor or Greenhouse Medical Marijuana Cultivation Facility or Retail Marijuana Cultivation Facility must meet all of the requirements for the lock standards described in this Rule.

### Basis and Purpose - 3-225

The statutory authority for this rule includes but is not limited to sections 44-10-203(2)(h), 44-10-203(1)(j), 44-10-203(2)(e), and 44-10-1001, C.R.S. Authority also exists in the Colorado Constitution at Article XVIII, Subsection 16(5)(a)(VI). The purpose of this rule is to ensure adequate control of the Licensed Premises and Regulated Marijuana contained therein. This rule also establishes the minimum guidelines for security requirements for video surveillance systems for maintaining adequate security. This Rule 3-225 was previously Rules M and R 306, 1 CCR 212-1 and 1 CCR 212-2.

### 3-225 - Video Surveillance

- A. <u>Minimum Requirements</u>. The following video surveillance requirements shall apply to all Regulated Marijuana Businesses, unless stated otherwise in these rules.
  - 1. Prior to exercising the privileges of a Regulated Marijuana Business, an Applicant must install a fully operational video surveillance and camera recording system. The recording system must record in digital format and meet the requirements outlined in this Rule.
  - 2. All video surveillance records and recordings must be stored in a secure area that is only accessible to a Licensee's management staff.
  - 3. Video surveillance records and recordings must be made available upon request to the Division, the relevant Local Licensing Authority or Local Jurisdiction, or any other state or local law enforcement agency for a purpose authorized by the Marijuana Code or for any other state or local law enforcement purpose.
  - 4. Video surveillance records and recordings of point-of-sale areas shall be held in confidence by all employees and representatives of the Division, except that the Division may provide such records and recordings to the Local Licensing Authority or Local Jurisdiction, or any other state or local law enforcement agency for a purpose authorized by the Marijuana Code, or for any other state or local law enforcement purpose.

### B. Video Surveillance Equipment

- Video surveillance equipment shall, at a minimum, consist of digital or network video recorders, cameras capable of meeting the recording requirements described in this Rule, video monitors, digital archiving devices, and a color printer capable of delivering still photos.
- 2. All video surveillance systems must be equipped with a failure notification system that provides prompt notification to the Licensee of any prolonged surveillance interruption and/or the complete failure of the surveillance system.
- 3. Licensees are responsible for ensuring that all surveillance equipment is properly functioning and maintained, so that the playback quality is suitable for viewing and the surveillance equipment is capturing the identity of all individuals and activities in the monitored areas.
- 4. All video surveillance equipment shall have sufficient battery backup to support a minimum of four hours of recording in the event of a power outage. Licensee must notify the Division of any loss of video surveillance capabilities that extend beyond four hours.

### C. Placement of Cameras and Required Camera Coverage.

- Camera coverage is required for all areas identified as Restricted Access Areas or Limited Access Areas, point-of-sale areas, security rooms, all points of ingress and egress to Limited Access Areas, all areas where Regulated Marijuana is displayed for sale, and all points of ingress and egress to the exterior of the Licensed Premises.
- 2. Camera placement shall be capable of identifying activity occurring within 20 feet of all points of ingress and egress and shall allow for the clear and certain identification of any individual and activities on the Licensed Premises.
- 3. At each point-of-sale location, camera coverage must enable recording of the patients, caregivers or consumer(s), and employee(s) facial features with sufficient clarity to determine identity.
- 4. All entrances and exits to the facility shall be recorded from both indoor and outdoor vantage points.
- 5. The system shall be capable of recording all pre-determined surveillance areas in any lighting conditions. If the Licensed Premises has a Regulated Marijuana cultivation area, a rotating schedule of lighted conditions and zero-illumination can occur as long as ingress and egress points to Flowering areas remain constantly illuminated for recording purposes.
- 6. Areas where Regulated Marijuana is grown, tested, cured, manufactured, researched, or stored shall have camera placement in the room facing the primary entry door at a height which will provide a clear unobstructed view of activity without sight blockage from lighting hoods, fixtures, or other equipment.
- 7. Cameras shall also be placed at each location where weighing, packaging, transport preparation, processing, or tagging activities occur.
- 8. At least one camera must be dedicated to record the access points to the secured surveillance recording area.
- 9. All outdoor cultivation areas must meet the same video surveillance requirements applicable to any other indoor Limited Access Areas.

### D. Location and Maintenance of Surveillance Equipment.

- The surveillance room or surveillance area shall be a Limited Access Area.
- 2. Surveillance recording equipment must be housed in a designated, locked, and secured room or other enclosure with access limited to authorized employees, agents of the Division, and the relevant Local Licensing Authority or Local Jurisdiction, state or local law enforcement agencies for a purpose authorized by the Marijuana Code or for any other state or local law enforcement purpose, and service personnel or contractors.
- 3. Licensees must keep a current list of all authorized employees and service personnel who have access to the surveillance system and/or room on the Licensed Premises. Licensees must keep a surveillance equipment maintenance activity log on the Licensed Premises to record all service activity including the identity of the individual(s) performing the service, the service date and time and the reason for service to the surveillance system.

- 4. Off-site Monitoring and video recording storage of the areas identified in this Rule 3-225(C) by the Licensee or an independent third-party is authorized as long as standards exercised at the remote location meet or exceed all standards for on-site Monitoring.
- 5. Each Regulated Marijuana Business Licensed Premises located in a common or shared building, or commonly owned Regulated Marijuana Businesses located in the same Local Jurisdiction, must have a separate surveillance room/area that is dedicated to that specific Licensed Premises. Commonly-owned Regulated Marijuana Businesses located in the same Local Jurisdiction may have one central surveillance room located at one of the commonly owned Licensed Premises which simultaneously serves all of the commonly-owned Licensed Premises. The facility that does not house the central surveillance room is required to have a review station, printer, and map of camera placement on the premises. All minimum requirements for equipment and security standards as set forth in this section apply to the review station.
- 6. Licensed Premises that combine both a Medical Marijuana Business and a Retail Marijuana Business may have one central surveillance room located at the shared Licensed Premises. See Rule 3-215 Regulated Marijuana Businesses: Shared Licensed Premises and Operational Separation.

### E. Video Recording and Retention Requirements.

- All camera views of all Limited Access Areas must be continuously recorded 24 hours a day. The use of motion detection is authorized when a Licensee can demonstrate that monitored activities are adequately recorded.
- 2. All surveillance recordings must be kept for a minimum of 40 days and be in a format that can be easily accessed for viewing. Video recordings must be archived in a format that ensures authentication of the recording as legitimately-captured video and guarantees that no alteration of the recorded image has taken place.
- 3. The Licensee's surveillance system or equipment must have the capabilities to produce a color still photograph from any camera image, live or recorded, of the areas identified in this Rule 3-225(C).
- 4. The date and time must be embedded on all surveillance recordings without significantly obscuring the picture. The date and time must be synchronized with any point-of-sale system.
- 5. Time is to be measured in accordance with the official United States time established by the National Institute of Standards and Technology and the U.S. Naval Observatory at: http://www.time.gov/timezone.cgi?Mountain/d/-7/java.
- 6. After the 40 day surveillance video retention schedule has lapsed, surveillance video recordings must be erased or destroyed prior to: sale or transfer of the facility or business to another Licensee; or being discarded or disposed of for any other purpose. Surveillance video recordings may not be destroyed if the Licensee knows or should have known of a pending criminal, civil, or administrative investigation, or any other proceeding for which the recording may contain relevant information.



# PLANNING DEPARTMENT

### KAYE SIMONSON, PLANNING DIRECTOR

January 25, 2021

Nolan Murphy Alpine Wellness P.O. Box 3175 Telluride, CO 81435

Re: Certification of Application Completeness: Amendment to Special Use Permit: Additional Greenhouse(s) and Outdoor Cultivation Area for a Marijuana Retail Cultivation Facility, Wright's Mesa (WM) Zone District

Dear Nolan.

The purpose of this correspondence is to serve as notification (in accordance with Section 3-202 E. of the San Miguel County Land Use Code) that your application for two (2) Marijuana Cultivation Facility hoop houses and one (1) Outdoor Cultivation Area in the Wright's Mesa (WM) Zone District meets the minimum submittal requirements of the Land Use Code and is considered complete. It should be noted that a determination of application completeness shall not necessarily constitute a determination of compliance with the substantive requirements of the County Land Use Code. Additional information may be required after further review by the referral agencies and County staff. The County Planning Commission and Board of County Commissioners may also require more materials or information to be supplied by you as the applicant during the public review process. The Special Use Permit application requires Two-step review by the Planning Commission and the Board of County Commissioners in accordance with Land Use Code Sections 5-2902.

The application, contingent upon the receipt of the necessary responses from referral agencies, has been scheduled for a public hearing by the County Planning Commission at its March 11, 2021 regular meeting to be held on-line due to Covid-19 guidelines. The Board of County Commissioners will consider the proposed use at a Public Hearing after a decision by the Planning Commission.

Your application, which has been certified complete, will now be sent to the County Attorney, County Building Official, County Manager, County Road and Bridge Director, County Sheriff, County Site Inspector, the Town of Norwood, the Norwood Fire Protection District, the Norwood Water Commission, Colorado Department of Revenue – Marijuana Enforcement Division, Colorado Parks and Wildlife and the Colorado Division of Water Resources. The applicant will be responsible for reimbursing the Planning Department for payment of any review fees, both the initial submittal and any subsequent reviews. In addition, the applicant will be responsible for payment of all copy charges.

Prior to 20 days before any meeting for which consideration of any land use application is scheduled, the applicant shall notify by First Class mail every property owner and condominium unit owner within 500 feet of the perimeter of the subject property as listed in the records of the San Miguel County Assessor. In addition, prior to 20 days before any meeting for which consideration of any land use application is scheduled, the applicant shall post notice (letter and sign to be obtained from the Planning Department) of the scheduled consideration of the application. Mailing and posting of notice by an applicant prior to a meeting that is not a public hearing shall be carried out pursuant to Section 3-903 A., B. and C. In addition to the general notice provisions of Section 3-9, the San Miguel County Land Use Code may require additional notice for certain property owners and parties outside the 500 foot perimeter of the subject property for certain specific development applications, as set forth in the Land Use Code. An applicant's failure/refusal to submit the required certification of notice required by C.R.S. §§24-65.5-103(4) and 104(2), will result in the public meeting or hearing being rescheduled to a later date.

Pursuant to C.R.S. § 24-65.5-102(2)(a), a land use application that is subject to the requirements of public notice for neighboring property owners and the subsurface mineral estate underneath the subject property includes, but is not limited to, all public hearings and public meetings before either the County Planning Commission or the County Board of Commissioners, including preliminary or final plat for a subdivision, rezonings, any subdivision exemption creating more than one (1) new parcel, a planned unit development, and applications for special use permits where such applications are in anticipation of new surface development. In such case, the applicant shall provide notice, pursuant to C.R.S. §§ 30-28-133(10) and 24-65.5-103(1), to all owners and lessees of a mineral interest of record on the subject property of the pending application. For purposes of identifying the mineral estate owner on the subject property, the applicant or his representative shall examine the records in the office of the San Miguel County Clerk and Recorder. Notice to the mineral estate owner shall be provided by first class mail to the last-known address of record of the mineral estate owner not less than thirty (30) days before the date scheduled for the initial public meeting by San Miguel County.

The enclosed letters certifying that all surrounding property owners have been mailed notice must be submitted to the Planning Department prior to the scheduled meeting date.

If you have any questions regarding this matter, my comments and suggestions or the scheduling of this application please do not hesitate to contact me.

Sincerely,

John Huebner, Senior Planner

John Huelner

### NOTICE TO PROPERTY OWNERS:

The San Miguel County Planning Commission has been asked to consider an application submitted by Nolan Murphy, on behalf of Alpine Wellness, owner of a 79 acre parcel zoned Wright's Mesa, P.O. Box 3175, Telluride, CO, 81435. The applicant seeks an Amendment to Special Use Permit for a Marijuana Cultivation Facility at 557 Woodstock Road, Norwood Colorado. The applicant is proposing two 3,000 square foot hoop houses, 20,000 sq. ft. Outdoor Cultivation Area and a 3,000 sq. ft. processing and storage building that will be used to grow recreational retail marijuana pursuant to a County Special Use Permit, County Local License, and Colorado State Licenses.

The proposed use is a Two-step Planning Commission and Board of County Commissioner review pursuant to Land Use Code Section 5-2902. A noticed Public Hearing will be held by the Board of County Commissioners after consideration by the County Planning Commission.

A Public Hearing on the above proposal will be held by the San Miguel County Planning Commission on Thursday, March 11, 2021 at 9:30 AM. This meeting will be held online due to the COVID-19 virus. To provide comment or ask questions regarding the proposed application(s), please join the meeting at https://zoom.us/join, Meeting ID: 965 1288 5206, Password: 534277; Audio only: Dial 1-301-715-8592 or 1-253-215-8782 (long distance rates may apply). Please contact the Planning Department for more information on the application.

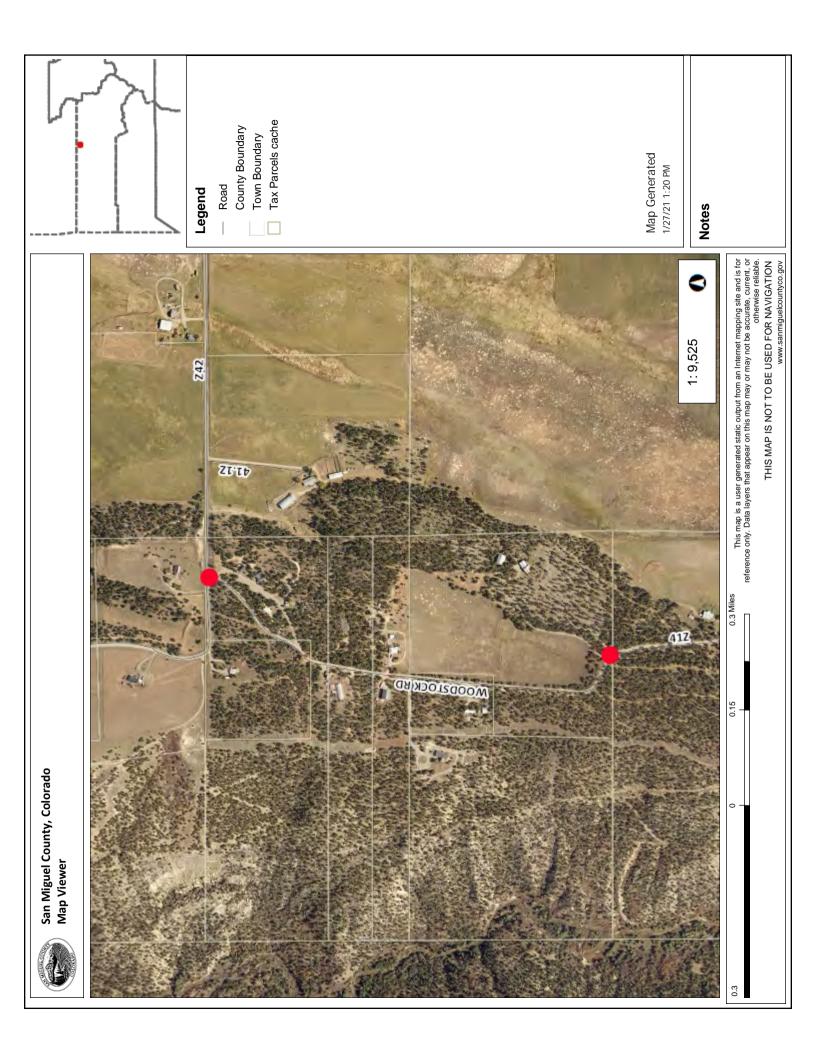
Written comments of more than one page may not receive full consideration if not received by February 26, 2021. Send comments to: San Miguel County Planning Department, P.O. Box 548, Telluride, CO 81435 or <a href="mailto:planning@sanmiguelcountyco.gov">planning@sanmiguelcountyco.gov</a>.

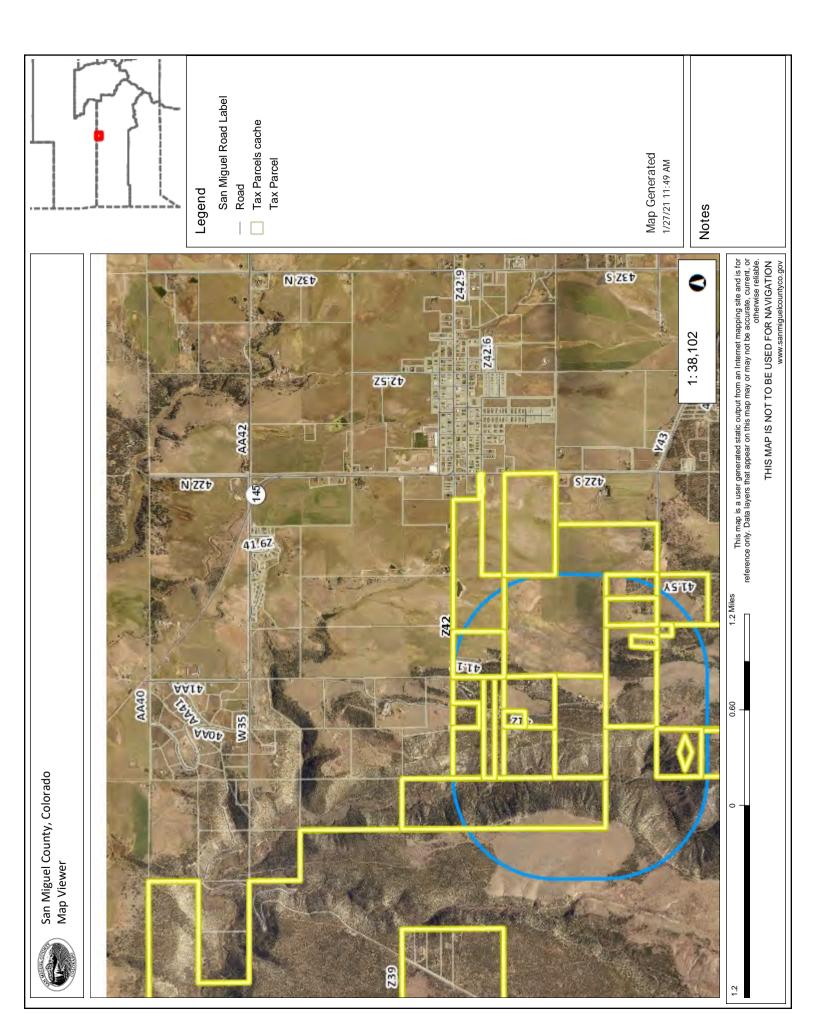
The meeting on this proposal is not limited to those receiving copies of this notice. If you know of any neighbor or potentially affected property owner who, for any reason, has not received a copy of this notice, it would be appreciated if you would inform them of this public meeting.

Respectionly,	
Alpine Wellness, LLC	

Doopootfully

NAME1	NAME2 ADE	ADDRESS1	ADDRESS2	CITY	STATE	ZIPCODE
BLM Uncompahgre Field Office	Amy Carmicheal		2465 S Townsend Ave.	Montrose	00	81401
BROWN ELIZABETH LEE AND	SANCHEZ RICHARD AS JT AN UND 50% INT		PO BOX 53	NORWOOD	8	814230053
CHAMBERS MADELINE B AND BRUCE A	AS TO AN UND 50 PCT INTEREST		PO BOX 1666	KINGSTON	Š	73439
CROUCH DAVID M			PO BOX 952	NORWOOD	00	814230952
DAVIS DENNIS EUGENE AND	DAVIS REBA LANORE AS JT		PO BOX 547	NORWOOD	8	814230547
DUFFIELD DEBORAH CONSOLIDATED TRUST	C O DEBORAH DUFFIELD TRUSTEE		PO BOX 386	NORWOOD	00	81423
FAMILIES FOR CHRIST MINISTRIES INC	A CALIF CORP		PO BOX 443	NORWOOD	8	814230443
FOLEY JOHN DAVID			PO BOX 825	OPHIR	00	81426
GAIDRY DOUGLAS W AND	GAIDRY ANNEGRET E AS JT		725 CHIPETA DR	RIDGWAY	00	814329360
GREENSTEIN MARTIN R AND JUDITH STEVENS	TTEES OR THEIR SCCSSRS IN TRUST ETC CO TECHMARK	) TECHMARK	4820 HARWOOD ROAD STE 200	SAN JOSE	S	951245723
LA TIERRA LLC A CO LLC			PO BOX 2851	TELLURIDE	00	81435
LAWRENCE LUKE DONALD AND	LAWRENCE MOLLY CROKE AS JT		PO BOX 212	TELLURIDE	00	814350212
LEENHEER RONALD J			620 W OMAR ST	STRUTHERS	Н	44471
LONE CONE RANCH LLC			PO BOX 134	NORWOOD	00	814230134
MOONRISE ENTERPRISE LLC A CO LLC			PO BOX 786	NORWOOD	00	81423
NEBENZAHL KENNETH AND JOCELYN AS JT			PO BOX 370	GLENCOE	_	60022
NOONAN KRISTEN			PO BOX 331	NORWOOD	00	814230331
ROYER DAVID DWIGHT AND PATTI JO JT			PO BOX 96	NORWOOD	00	814230096
RUGGIERI ISABELLA AND WISHNEFSKY	MICHAEL JT		16 FOX MEADOW CIR	SICKLERVILLE	2	08081
SNYDER PROPERTIES LLC			PO BOX 363	NORWOOD	00	814230363
VANDENBERG MARK A TRUST			PO BOX 392	NORWOOD	00	814230392
WALTON JOSH			PO BOX 570	NORWOOD	00	814350570
WEITZEL DUSTIN W AND	WEITZEL SADIE M AS JT		PO BOX 1437	NORWOOD	8	814231437





# AMENDMENT TO SUP DEVELOPMENT PERMIT APPLICATION



# SAN MIGUEL COUNTY - PLANNING DEPARTMENT

P.O. Box 548, Telluride, CO 81435

Phone (970) 728-3083 Fax (970) 728-3098 - www.sanmiguelcountyco.gov

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# COUNTY AND STATE CODES COMPLIANCE VERIFICATION AND DEVELOPMENT PERMIT

Compliance with applicable County Land Use Code and State codes criteria must be verified by the Planning Director prior to consideration of applications for building permits and Development Permits. ATTACH TWO COMPLETE SITE AND ACCESS PLANS, INCLUDING ROAD DIMENSIONS, BUILDING ENVELOPE, SETBACKS, FLOOR PLANS, AND PLACEMENT OF UTILITIES. PLEASE CONTACT THE BUILDING DEPARTMENT FOR ADDITIONAL INFORMATION THAT MAY BE REQUIRED.

Moonvise Enterprise		970-708.778c Phone
Property Owner		Phone
P.O.Box 786 Norwood, CC	5 81423	
Mailing Address/City/State/Zip Code		Fax
557 Woodstock Rd.	4295 29400007	
Property Address	12-Digit Parcel ID Number	Zone District
NZ SEH Sec. 29 THSN	RIZW	
Legal Description, Proof of Ownership and Author		r), must be Attached
Existing Use(s) Cannabis Cultin	Lot Size - Acres of	or Square Feet 80 acres
Proposed Use(s) (Specific To Project) Cana	nabis Cultivation	xisting sq. ft. 300597+4
Additional HoopHouses, pro	cessing Building P	roposed sq. ft.
17,000 Sq. F1. + Outdour	(	
		roposed Bldg. Height
Retaining Wall Height(4'+) Accessor	ry Structure sq. ft. 3000 (200FT2)	Toposou Blag. Troigin
		<i>a</i>
Fence Height (6'+) Greenhou	use sq. ft. 9000 (500FT2) # 0	of Parking Spaces 8
		2 (00)
Proposed Setbacks: Front N/A R Sid	de MA	Rear 50 100
Proposed Water Supply 34443.5 Well	Proposed Sewage Disposal System	yote
Existing Solid-fuel Burner F	Proposed Solid-fuel Burner	<del></del>
Existing Solid-fuel BurnerF	Proposed Solid-fuel BurnerAll Demolitions requ	re a State Demolition Permit
Existing Solid-fuel Burner F  Demolition (Interior or Exterior)/A	All Demolitions requ	
Demolition (Interior or Exterior)  I hereby certify, subject to penalty of perjury, that the provisions of County and State codes applicable to the provisions.	All Demolitions requestable above is true and accurate to the best of my proposed development, any and all conditions plants.	knowledge and that I understand all aced upon the proposed development
Demolition (Interior or Exterior)  I hereby certify, subject to penalty of perjury, that the	All Demolitions requested by this document. I also undefinition requested by this document. I also undefinited to remedy such violation(s) through appropriate the such violation(s) through approximately such violation(s) through the violation(s) through the violation(s) throu	knowledge and that I understand all aced upon the proposed development rstand that if I violate any applicable

RE: Approval For Expansion as Deemed Necessary

Moonrise Enterprise LLC herby authorizes Alpine Wellness LLC permission to install fencing of any type, greenhouses of any type or any structure of any type whenever they so please as long as it is in the 5 acre plot that Alpine Wellness LLC leases. Should Alpine Wellness discontinue their lease this authorization is terminated.

Møonrise Enterprise

Dated 7/10/20

Alpine Wellness

# **Alpine Wellness Cultivation Site Management**

**Visual Mitigation:** The Greenhouse and outdoor areas are far enough away from public view we do not see a need for privacy screening unless instructed by the County or Marijuana Enforcement Division.

**Noxious Weed Plan:** Any noxious weeds will either be burned, pulled or sprayed in the spring before they spread. I have a Colorado Department of Agriculture applicators license that allows me to purchase specific herbicides for any noxious weeds. Spraying would be done per CDA and EPA requirements. All spray applications would be kept in a log for CDA review when they visit.

**Neighbor Distances:** We are far enough away from any neighboring houses to not pose any issues. See attachment

**Waste Storage:** All of our waste is composted on site and reused in our compost tea feedings. Per the CDPHE we do not need a composting license as the cubic feet of compost accumulated yearly does not warrant the need for a license.

**Employees:** Employee numbers will be 2 full time growers with two part time growers from June through October. After harvest we hope to bring in at least 4 part time trimmers through November.

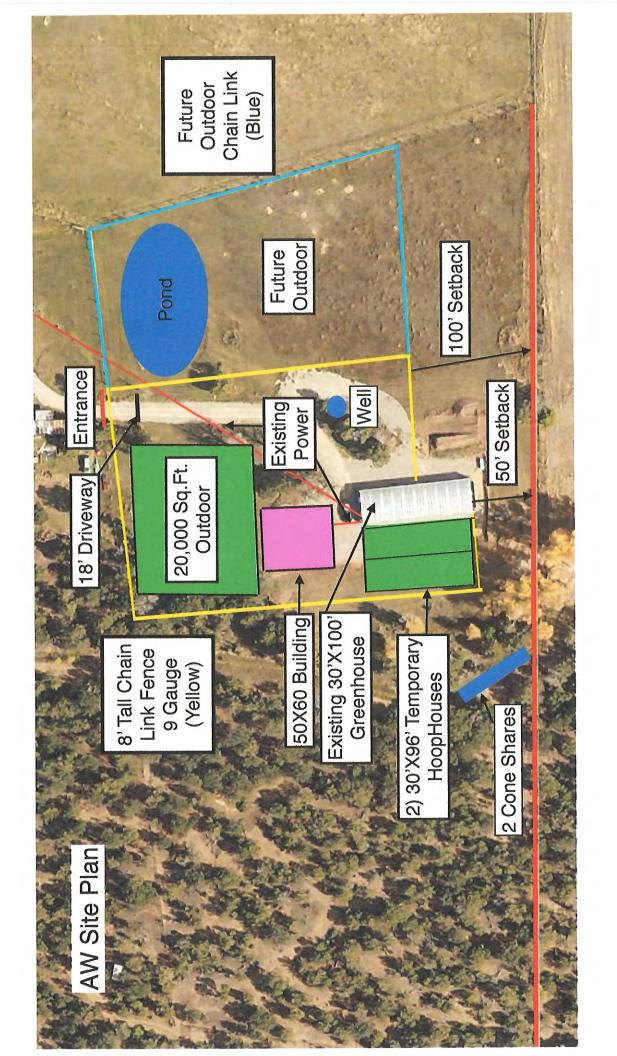
**Scenic Quality Plan:** With the cultivation site far enough from view we believe there will now be any issues. The additional greenhouses will be located behind the current greenhouse and will be completely hidden from view. The new 50 X 60 shop will be located behind existing trees and located in the place of the current shed. The color of the building will blend into the natural landscape and existing structures in the area.

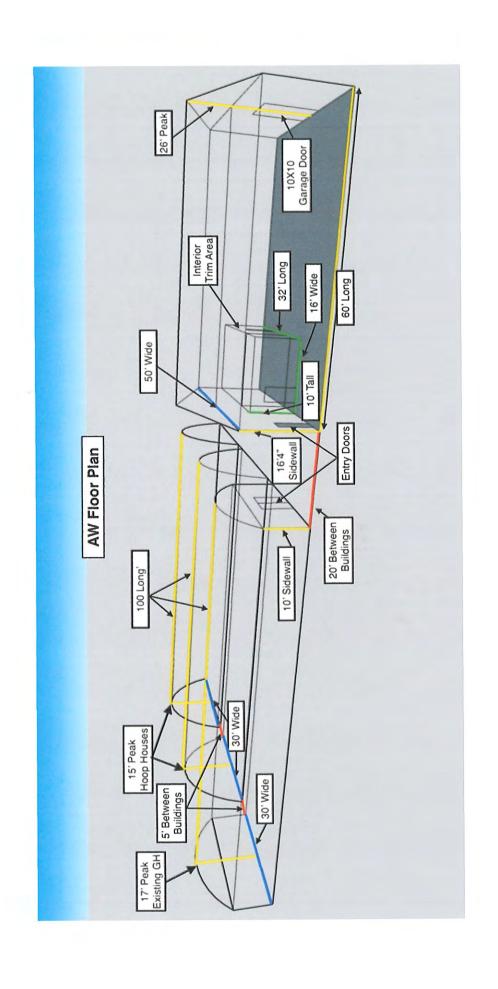
**Drainage/Stormwater Management:** The new additions are being place on the existing graded site that was prepared in 2016. Should the new 50 X 60 building pose a drainage issue we will install French drains on both water shed sides.

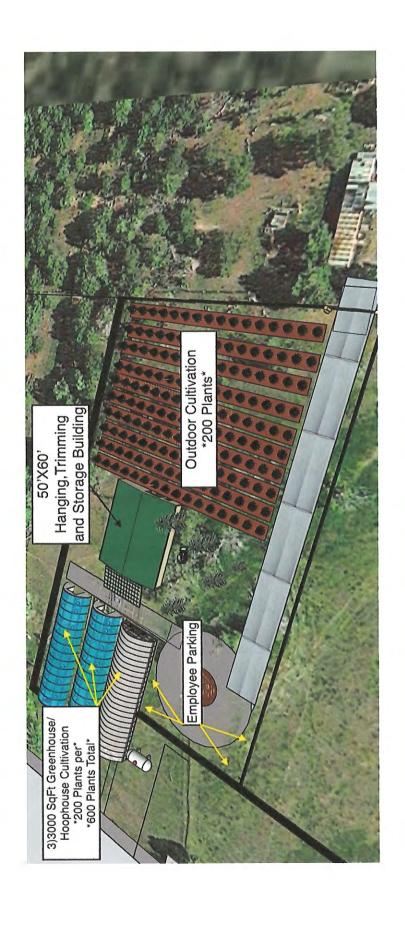
**Lighting Plan:** The only lighting required by the State are motion sensing lights at the ingress and egress of entrance gate into site. With the site being as secure as it will be I do not see animals constantly turning them on. No issues regarding the night sky initiative would be prevalent. Should the Town of Norwood notice any obstruction we will amend immediately.

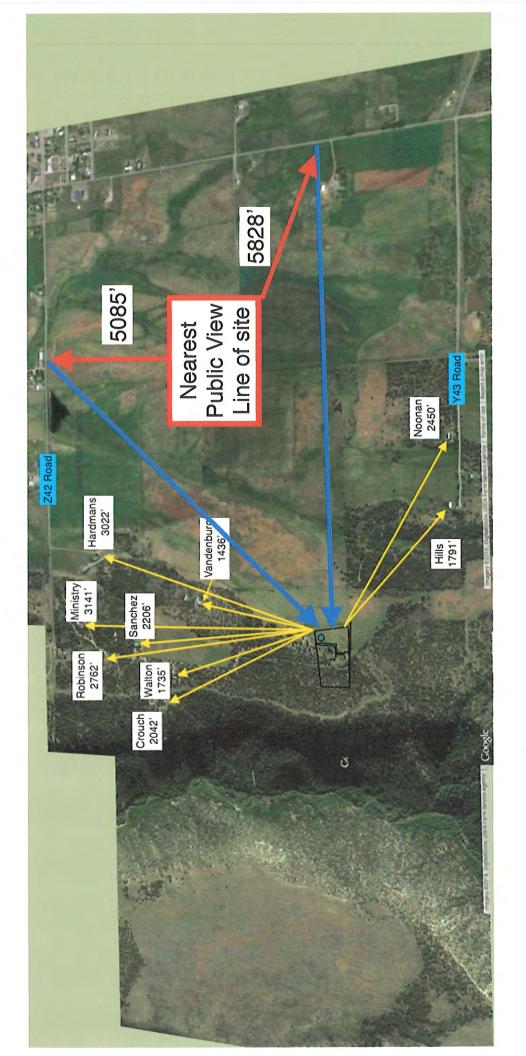
Water Source for Irrigation: The greenhouses will be irrigated with our commercial well and the outdoor cultivation will be irrigated with our Lone Cone ditch shares and storage ponds. A water supply summary has been sent to Kevin Rein at DWR for their review

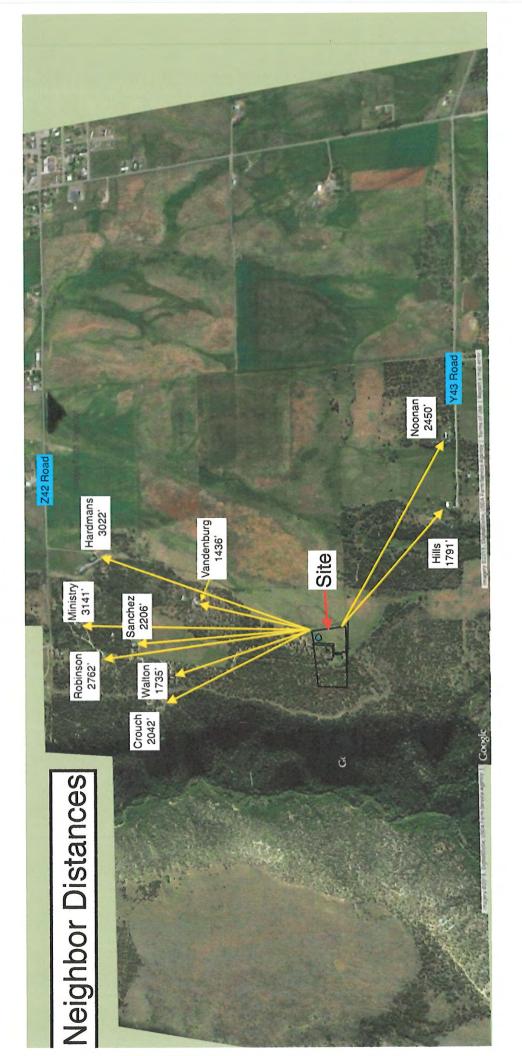
**Revegetation Plan:** Any disturbed soil will have native pasture grass seed put in place to blend with the surrounding pastures. Any weeds will be controlled in Spring. (See Noxious Weeds at top of page)

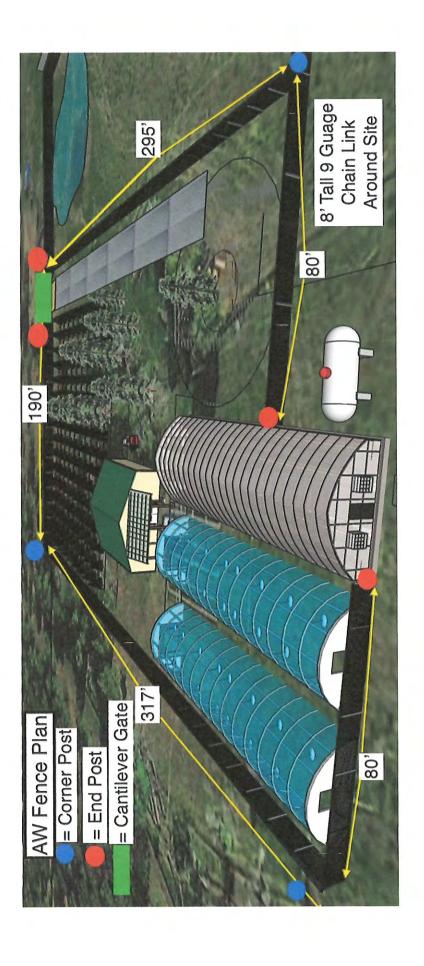














# Alpine Wellness Adequate Water Summary

1 message

### NOLAN MURPHY < NOLANMURPHY1@msn.com>

Wed, Jan 6, 2021 at 6:40 PM

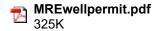
To: Kaye Simonson <kayes@sanmiguelcountyco.gov>, "kevin.rein@state.co.us" <kevin.rein@state.co.us>, John Huebner <johnh@sanmiguelcountyco.gov>, "Sullivan - DNR, Megan" <megan.sullivan@state.co.us>, Mark Ragsdale - DNR <mark.ragsdale@state.co.us>

Hi everyone, I figured I would get us all on the same page as far as our water rights for my new project. You're all aware by now I am trying to expand the culv aon ar ea on the farm, but I need to show adequate water supply. I have spoke with most of you and I believe I'm on the right track. I'm a aching the commercial well permit that was decreed for the greenhouse and accessory building, also the decree/augmentaon plan, Lone Cone Dit ch shares cerfic ate and the water summary I sent to Kevin Rein on 12/29 \*Note I will not be using well 90366 nor the 2 Norwood water taps for this applicaon unless the y are deemed legal for use in the future\*

The outdoor growing will be irrigated with our shares of Lone Cone Ditch Shares during the irrigaon season. The greenhouse, hoop houses, and accessory structure will be fed from commercial well permit # 84443-F. With the allowance of outdoor culv aon we will only be growing one crop per year vs. 3 crops per year. Mark Ragsdale and I met on site the other day and are both on the same page as to what I need to prepare for the augmentaon plan. I will be intouch with him as this develops to ensure I'm following the right steps. Let me know if you have any quesons or anything else you need from me. Thanks so much!

Nolan Murphy Alpine Wellness 970-708-7784

### 5 attachments

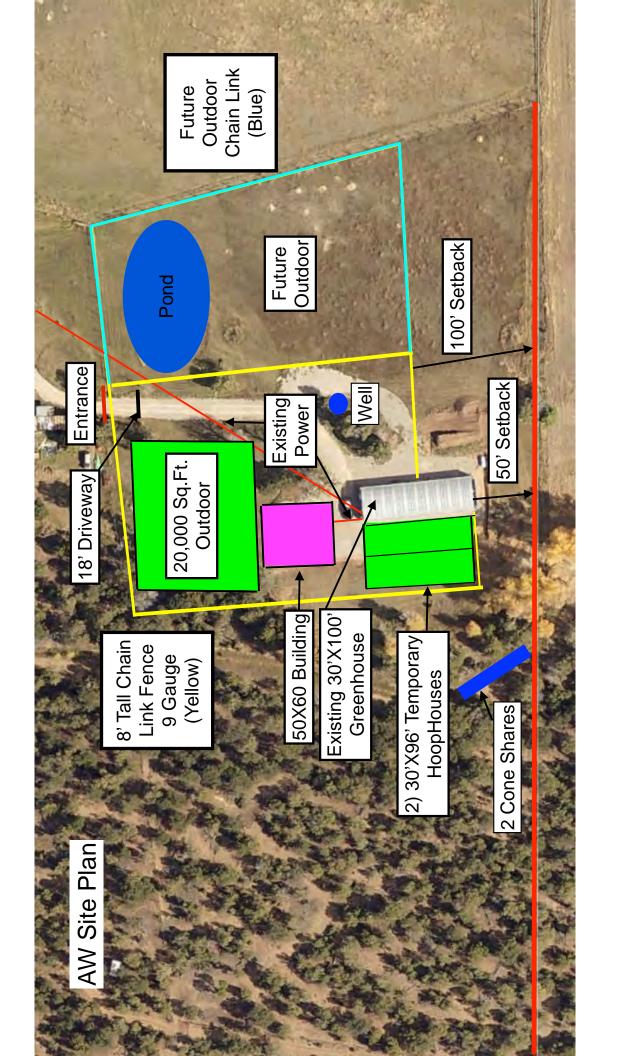


FINDINGS OF FACT CONCLUSIONS OF LAW AND RULING OF THE REFEREE.pdf 608K

Coneshares.pdf
513K

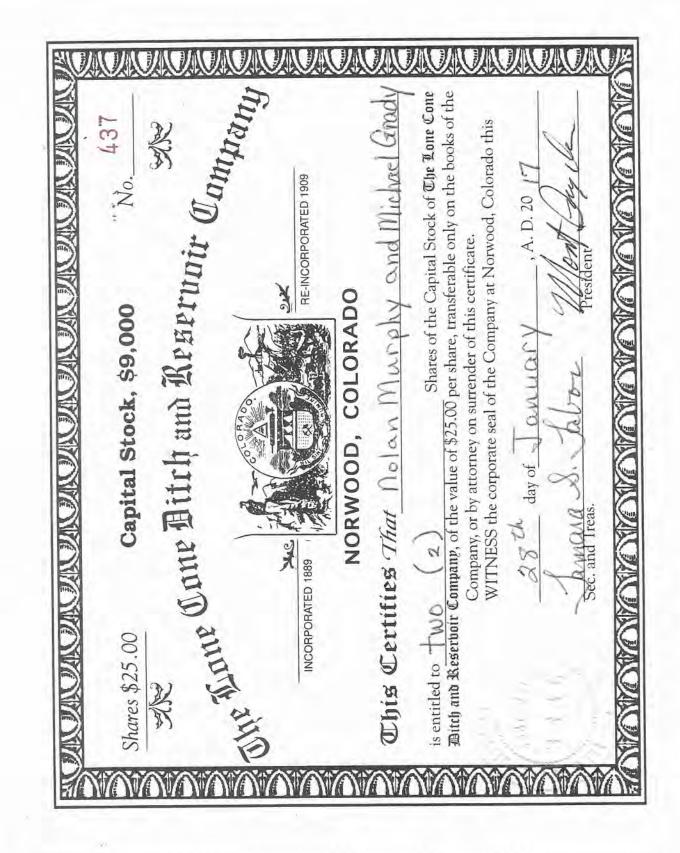
Outdoorsite1.pdf 2598K

AWwatersummary2.pdf 677K



# Attachment C

FORM NO. GWS-76 02/2005	Section 30-28-133,(d terms of quantity, qu	STATE OF COLORAD 1313 Sherman fo (303) 866-3587 Main (303) 866-3587 I), C.R.S. requires that the applicant sulatity, and dependability will be availab	bmit to the County, "Adequate evidence	http://www.water.state.co.us te that a water supply that is sufficient in
	EVELOPMENT AS PE			
2. LAND USE A	ACTION: Canno	lois Cultivation		
3. NAME OF E. SUBDIVISION	ON:	RECORDED: 4295 2941	, FILING (UNIT)	, BLOCK , LOT
4. TOTAL ACI		5. NUMBER OF LOTS PROPOS		ENCLOSED? YES or NO
		copies of deeds, plats, or other eviden		× 1
B. Has the p		prior to June 1, 1972? ☑ YES or ☐ a division of land action since June 1, it on:		
7. LOCATION	OF PARCEL - Include	a map delineating the project area and	I tie to a section corner.	
Principal Me	ridian: Sixth Nev	tion 29, Township 45 5 v Mexico Ute Costilla		
		must use the following settings: Form it must be set to <b>true N</b> , Zone 12 c		Easting: <u>0209437</u> Northing: <u>4224153</u>
	tion of all wells on prop lat: YES or NO	perty must be plotted and permit number If not, scaled hand drawn sketch:		
9. ESTIMATEI	O WATER REQUIREM	MENTS	10. WATER SUPPLY SOURCE	
	USE	WATER REQUIREMENTS	GIEVISTRIO GIDEVELORED	⊠NEW WELLS -
HOUSEHOLD US  COMMERCIAL U  20,000 5  TYPE 92  IRRIGATION #_	15E# <u>9000</u> 0f S. F 9. ft. 05td 501	Gallons per Day Acre-Feet per Year	WELL SPRING WELL SPRING WELL PERMIT NUMBERS 90366 84443-	PROPOSED AQUIFERS – (CHECK ONE)  ALLUVIAL
STOCK WATERING OTHER:TOTAL	NG#of head		MUNICPAL  ASSOCIATION  COMPANY  DISTRICT  NAME Norwood X2  LETTER OF COMMITMENT FOR  SERVICE YES OF NO	WATER COURT DECREE CASE NUMBERS: 2016CW 3097
	NGINEER'S WATER be required before our re	SUPPLY REPORTDEVELOPED?  wiew is completed.)	YES or NO IF YES, PLEASI	E FORWARD WITH THIS FORM.
	EWAGE DISPOSAL S			
☐ SEPTIC	C TANK/LEACH FIELD	D	☐ CENTRAL SYSTEM DISTRICT NAME:	
☐ LAGOO			LOCATION SEWAGE HAUL	ED TO: Norweal
☐ ENGIN	EERED SYSTEM (Attac	ch a copy of engineering design.)	☐ OTHER:	



District Court, Water Division No. 4, Colorado 1200 North Grand Avenue, Bin A Montrose, CO 81401 (970) 252-4304

DATE FILED: January 24, 2019 10:54 AM CASE NUMBER: 2016CW3097

CONCERNING THE APPLICATION FOR WATER RIGHTS OF:

**COURT USE ONLY** 

Applicant: Moonrise Enterprise, LLC, in San Miguel County, Colorado

Case No. 2016CW3097 Water Division No. 4

# FINDINGS OF FACT, CONCLUSIONS OF LAW, RULING OF REFEREE AND JUDGMENT AND DECREE

This matter came before the Court upon the filing by applicant Moonrise Enterprise, LLC, of an Application for Underground Water Rights, Storage Water Rights, Appropriative Rights of Exchange, and for Approval of Augmentation Plan ("Application"). The Water Judge referred the application to the undersigned Water Referee in Water Division No. 4, in accordance with Article 92 of the Colorado Revised Statutes, known as the Water Rights Determination and Administration Act of 1969. The applicant no longer is seeking an appropriative right of exchange.

The Referee has made such investigations as are necessary to determine whether or not the statements in the application are true, is fully advised with respect to the subject matter of the application and has consulted with the Division Engineer, Water Division No. 4. The Referee makes the following determination and ruling in this matter.

### **FINDINGS OF FACT**

### A. Procedural Background.

- 1. The applicant is Moonrise Enterprise, LLC. Applicant's address is P.O. Box 786, Norwood, Colorado 81423.
- 2. The original application herein was filed with the Water Clerk, Water Division No. 4, on December 31, 2016.
- 3. All notices required by law of the filing of the application have been given. The Referee has jurisdiction over the subject matter of this application and over all persons and property affected hereby, irrespective of whether those persons or owners of property have appeared.
- 4. The time for filing statements of opposition has expired. A timely statement of opposition was filed by Colorado Water Conservation Board ("CWCB"). No other statements of opposition were filed, and the time for filing statements of opposition in this case has expired. The CWCB has consented to entry of this ruling as demonstrated by the stipulation filed with the Court.

- 5. The Division Engineer issued a consultation report pursuant to C.R.S. § 37-92-302(4) on April 13, 2017. The Court has given due consideration to the consultation report. Applicant has addressed all issues raised in the consultation report except item numbered 2, which the Division Engineer has modified through an email to applicant's attorney dated May 5, 2017, in which he stated that if "a water right is decreed for agricultural purposes, the water right may be used to grow marijuana within the standard irrigation season (April through October)." Consequently, the Division Engineer's current position is that applicant's Lone Cone Ditch shares can be used for crops, including marijuana, grown inside a greenhouse during the irrigation season.
- 6. The relief decreed herein is consistent with the relief originally requested in the application and for which public notice was given as required by law.
- B. General Description of Application: Applicant intends to construct twelve 3,000 square-foot greenhouses on two parcels that it owns in San Miguel County. Exhibit A shows the draft site layout for Applicant's operation. Applicant owns four (4) shares of Lone Cone Ditch & Reservoir Company water and will use those shares when they are available as its primary source of irrigation water during the irrigation season. The water rights sought herein will be used as a supplemental source of irrigation water during the irrigation season and the sole source of water during the non-irrigation season. Nothing herein changes the decreed type or place of use of Applicant's Lone Cone shares. Applicant's Lone Cone shares will not be stored, used outside the normal irrigation season, used inside the greenhouses for non-irrigation purposes, nor used for augmentation unless otherwise decreed or administratively approved for such purposes.

# C. Claim for Conditional Underground Water Rights.

1. Moonrise Well #1:

### **Location information in UTM format:**

UTM coo	rdinates				
Easting _	<u>0209154</u>	Northing	<u>4224425</u>	Zone 13	

<b>Legal Description:</b> San Miguel County	NE1/4 SE1/4 Section 29	Township 45 N	Range 13 W	Principal Meridian New Mexico
Distance from section 1673 feet from the so		ine and <u>501</u> f	eet from th	ne east section line

The approximate location of Moonrise Well # 1 is shown on **Exhibit A**.

2. Moonrise Well #2

### **Location information in UTM format:**

UTM coo	rdinates				
Easting _	0209437	Northing	4224153	Zone 13	

Legal Description: San Miguel County	SW1/4 SW1/4 Section 28	Township 45 N	Range 13 W	Principal Meridian New Mexico
Distance from section 818 feet from the sou		ne and <u>450</u> feet	from the v	west section line

The approximate location of Moonrise Well # 2 is shown on **Exhibit A**.

### 3. Moonrise Well #1 and Well #2

- a. Source: Groundwater tributary to Stinkhole Draw, tributary to Naturita Creek, tributary to the San Miguel River.
- b. Appropriation date: December 31, 2016, by filing of this water rights application.
- c. Cumulative amount claimed: 4.0 acre-feet annually, with a maximum combined rate of diversion of 0.10 c.f.s., conditional.
- d. Beneficial uses: Year-round irrigation of crops in up to twelve 3,000 square-foot greenhouses either directly or following storage in Moonrise Ponds #1, #2 or #3 and commercial use in greenhouses including, but not limited to, sanitary uses.
- e. Applicant is the owner of the land on which Moonrise Wells #1 and #2 will be located.

# D. Claim for Conditional Storage Rights.

1. Moonrise Pond #1

# **Location information in UTM format:**

UTM coor	dinates			
Easting	0209266	Northing	4224671	<b>Zone 13</b>

<b>Legal Description:</b>	NE1/4	Township	Range	Principal Meridian
San Miguel	SE1/4	45 N	13 W	New Mexico
County	Section			
	29			
Distance from section	lines			

2489 feet from the south section line and 155 feet from the east section line

The approximate location of Moonrise Pond # 1 is shown on **Exhibit A**.

### 2. Moonrise Pond #2

### **Location information in UTM format:**

UTM coo	ordinates				
Easting _	0209120	Northing	4224421	Zone 13	

Legal Description: San Miguel County	NE1/4 SE1/4 Section 29	Township 45 N	Range 13 W	Principal Meridian New Mexico		
Distance from section lines 1655 feet from the south section line and 612 feet from the east section line						

The approximate location of Moonrise Pond # 2 is shown on **Exhibit A**.

3. Moonrise Pond #3

### **Location information in UTM format:**

UTM coo	rdinates				
Easting _	0209449	Northing	<u>4224165</u>	Zone 13	

Legal Description: San Miguel County	SW1/4 SW1/4 Section 28	Township 45 N	Range 13 W	Principal Meridian New Mexico			
Distance from section lines  859 feet from the south section line and 486 feet from the west section line							

The approximate location of Moonrise Pond # 3 is shown on **Exhibit A**.

- 4. Moonrise Pond #1, Moonrise Pond #2, and Moonrise Pond #3.
  - a. Sources: Diversions from Moonrise Wells #1 and #2 and natural inflows to the ponds, all of which are tributary to Stinkhole Draw, tributary to Naturita Creek, tributary to the San Miguel River.
  - b. Appropriation date: December 31, 2016, by filing of this water rights application.
  - c. Amount claimed for each pond: 5 acre-feet with the right to fill and refill when in priority, conditional, for a cumulative total for all three ponds of 15 acre-feet plus refill.

Amount of Live Storage: 5 acre-feet for each pond.

Amount of Dead Storage: Applicant does not anticipate that the ponds will have dead storage.

- d. Surface area of ponds: The maximum surface area of each pond will be one (1) acre.
- e. Beneficial uses: Irrigation of crops in up to twelve 3,000 square-foot greenhouses, augmentation pursuant to the plan for augmentation described herein, and commercial use in greenhouses including, but not limited to, sanitary uses.
- f. The applicant is the owner of the land on which Moonrise Ponds #1, #2 and #3 will be located.

### E. Claim for Augmentation Plan.

- 1. **Description of Plan for Augmentation.** This plan for augmentation will replace out-of-priority depletions from Moonrise Well #1 through releases from Moonrise Pond #1 or #3 and will replace out-of-priority depletions from Moonrise Well #2 through releases from Moonrise Pond #3. Water decreed herein will be stored in Moonrise Ponds #1, #2 and #3 when in priority and released as needed.
- 2. **Glover Parameters**. The Glover parameters for calculating depletions from the wells are as follows:
  - a. Transmissivity: 20,000 gallons per day per foot.
  - b. Specific yield: 0.17.
  - c. Distance from the wells and drainage way ("X" value): The wells have not been constructed. Once constructed, applicant will file a notice in this case providing such distances.
- 3. Consumptive use of well diversions. Diversions from the wells for irrigation inside the greenhouses are 100% consumptive. Diversions from the wells for sanitary and kitchen water demands where unconsumed water is delivered to on-site wastewater treatment facility(s) (i.e., leach fields) are 15% consumptive, with 85% returning to the stream system.
- 4. **Augmentation Table 1**, which will be used to calculate required replacements and has been approved by the Division Engineer for operation of this augmentation plan, is attached hereto and incorporated herein.

### **CONCLUSIONS OF LAW**

- A. To the extent they constitute legal conclusions, the foregoing Findings of Fact are incorporated herein.
- B. All notices required by law have been properly made, including as required under C.R.S. § 37-92-302(3). The Court has jurisdiction over the Application and over all entities or persons who had standing to appear, even though they did not do so.
- C. The Application is complete, covering all applicable matters required pursuant to the Water Right Determination and Administration Act of 1969, C.R.S. §§ 37-92-101 through -602.

- D. Applicant has fulfilled all legal requirements for a decree for the requested plan for augmentation, including C.R.S. §§ 37-92-302 and 37-92-305.
- E. Pursuant to C.R.S. § 37-92-305(8), the plan for augmentation is sufficient to permit the continuation of diversions when curtailment would otherwise be required to meet a valid senior call for water, because the applicant will provide adequate replacement water necessary to meet the lawful requirements of a senior diverter at the time and location and to the extent that the senior would be deprived of a lawful entitlement by the applicant's diversion.
- F. If operated in accordance with the terms and conditions of this decree, the plan for augmentation described herein will prevent injury to senior vested or decreed conditional water rights.
- G. The subject application is in accordance with Colorado law. Applicant has fulfilled all legal requirements for entry of a decree in this case.
- H. Each of the water rights described in this decree is part of an integrated water supply system for applicant's property.

## JUDGMENT AND DECREE

- A. Each of the foregoing findings of fact and conclusions of law are incorporated herein as if set out in full and is hereby modified to the extent necessary to make it the ruling of the Court.
- B. Applicant's claims for conditional underground water rights and conditional storage rights described herein are hereby approved and granted on the following terms and conditions:
  - 1. Moonrise Ponds #1, #2 and #3 shall be lined as required by the Division Engineer, which may include lining with compacted clay soils.
  - 2. Flows into Moonrise Ponds #1, #2, and #3 will be bypassed and not stored in the ponds when the ponds are out of priority.
- C. Applicant's plan for augmentation is hereby decreed and approved on the following terms and conditions:
  - 1. Depletions to the stream from the wells shall be calculated using the Glover parameters described in paragraph E.2 under the Findings of Fact, above.
  - 2. Diversions from the wells for sanitary and kitchen water demands where unconsumed water is delivered to on-site wastewater treatment facility(s) (i.e., leach fields) and that are separately metered for such uses shall be considered 15% depletive to the stream system. All other diversions from the wells shall be considered as 100% depletive.
  - 3. By April 30 each year, Applicant shall assess whether there is enough water stored in the ponds that would allow it to replace all anticipated lagged depletions resulting from past pumping of the wells during May through October of the same

- year, should such depletions be out-of-priority during the entirety of that period. In the event that there is not enough water in storage, Applicant shall cease well pumping until adequate storage water is available.
- 4. Applicant shall replace out-of-priority depletions as necessary to meet the lawful requirements of a senior diverter at the time and location and to the extent the senior would be deprived of his or her lawful entitlement by Applicant's diversions, as required by the Division Engineer.
- D. The applicant will install a flowmeter on Moonrise Well #1 and Moonrise Well #2, install discharge recorders and appropriate release devices on Moonrise Pond #1, Moonrise Pond #2 and Moonrise Pond #3, provide accounting, and supply calculations regarding timing of depletions as required by the Division Engineer for the operation of the approved augmentation plan. The applicant also will file an annual report with the Division Engineer by November 15<sup>th</sup> of each year summarizing diversions and replacements made under the approved augmentation plan.
- E. Prior to construction and operation of Moonrise Well #1 and Moonrise Well #2, the applicant must obtain well permits issued pursuant to C.R.S. §37-90-137(2) and the approved augmentation plan, subject to and conditioned upon the rulings and findings made herein.
- F. In conformance with C.R.S. § 37-92-305(8), the State Engineer shall curtail all out-of-priority diversions, the depletions from which are not so replaced under the terms and conditions of this decree as to prevent injury to vested water rights.
- G. In consideration of the specific findings and conclusions made herein, and in conformance with C.R.S. § 37-92-304(6), as amended, the plan for augmentation decreed herein shall be subject to reconsideration by the Water Judge on the question of injury to the vested water rights of others for a period beginning with the date of the decree and extending for a period of three (3) years after the plan for augmentation becomes operational.
- Η. No precedent. There was no trial in this matter and no issues were litigated. The findings of fact, conclusions of law, judgment and decree were completed as the result of substantial discussions, negotiations, and compromises by, between, and among the parties pertaining to all parts of the findings, conclusions, and judgment and decree. It is specifically understood and agreed by the parties hereto, and found and concluded by the court, that the acquiescence of the parties to a stipulated decree under the specific factual and legal circumstances of this contested matter and upon the numerous and interrelated compromises reached by the parties shall never give rise to any argument, claim, defense, or theory of acquiescence, waiver, bar, merger, stare decisis, res judicata, estoppel, laches, or otherwise, nor to any administrative or judicial practice or precedent, by or against any of the parties hereto in any other matter, case, or dispute, nor shall testimony concerning such acquiescence of any party to a stipulated decree herein be allowed in any other matter, case, or dispute. All parties stipulate and agree that they do not intend the findings, conclusions, and judgment and decree to have the effect of precedent or preclusion on any factual or legal issue in any other matter. The parties further stipulate and agree that they each reserve the right to propose or to challenge any legal or factual position in any other plan for augmentation or other matter filed in this or any other court without limitation by these finding, conclusions, and judgment and decree.

- I. Change in Ownership. Pursuant to Rule 9 of the Uniform Local Rules for All State Water Court Divisions, upon the sale or other transfer of the conditional water rights awarded herein, the transferee shall file with the water court having jurisdiction a notice of transfer, which shall state:
  - 1. The title and case number of the case in which the conditional decree was issued;
  - 2. The description of the conditional water right(s) transferred;
  - 3. The name of the transferor;
  - 4. The name of the transferee; and
  - 5. A copy of the recorded deed.

The owner of said conditional water right(s) also shall notify the Clerk of the Water Division No. 4 Water Court of any change in mailing address. The Clerk also shall place any notice of transfer or change of address in the case file for this case (Case No. 2016CW3097) and in the case file in which the Court first makes a finding of reasonable diligence.

J. Future Diligence Applications. Applications for reasonable diligence shall be filed	I by the
owner or user of the conditional water rights decreed herein, at the times and in the	manner
specified by C.R.S. §37-92-301(4)(1), if such owner or user desires to maintain the same,	or until
a determination has been made that such conditional rights are made absolute by reason	ı of the
completion of the appropriation. The date for filing the first application for a fine	ding of
reasonable diligence shall be, 2025.	

Dated this 24<sup>th</sup> day of January, 2019.

S. Gregg Stanway

Water Referee, Water Division No. 4

No protest was filed in this matter. The foregoing ruling is confirmed and approved and is made a judgment and decree of this Court.

BY THE COURT:

J. Steven Patrick

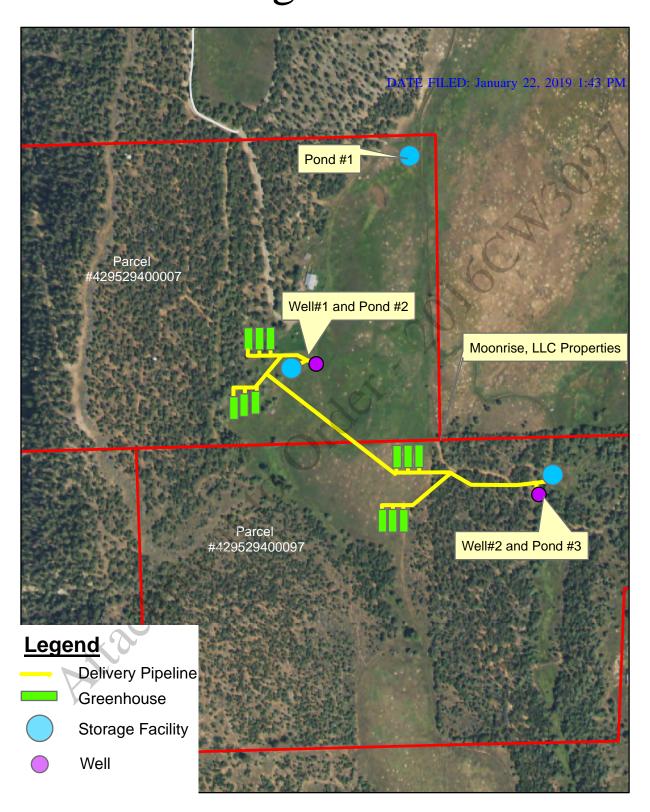
Water Judge, Water Division No. 4

#### 16CW3097 Augmentation Table 1

	1	2	3	4	5	6	7	8	9
Month	Diversions at Well 1	Diversions at Well 2	Greenhouse Irrigation Depletions	Greenhouse Sanitary Use Depletions	Total Depletions	Lagged Depletion Distribution Well 1	Lagged Depletion Distribution Well 2	Replacement from Pond 1	Replacement from Pond 3
	Acre-Feet	Acre-Feet	Acre-Feet	Acre-Feet	Acre-Feet	Acre-feet	Acre-feet	Acre-Feet	Acre-Feet
November	0.06	0.06	0.08	0.01	0.09	0.01 D	ATE FILOPOS: Januar	v 22. <b>2.09</b> 9 1:4	<b>PM</b> 0.00
December	0.04	0.04	0.03	0.01	0.04	0.01	0.02	0.00	0.00
January	0.03	0.03	0.02	0.01	0.03	0.01	0.01	0.00	0.00
February	0.05	0.05	0.06	0.01	0.07	0.01	0.03	0.00	0.00
March	0.08	0.08	0.12	0.01	0.13	0.02	0.05	0.00	0.00
April	0.11	0.11	0.18	0.01	0.19	0.04	0.08	0.00	0.00
May	0.15	0.15	0.25	0.01	0.26	0.05	0.11	0.00	0.00
June	0.18	0.18	0.31	0.01	0.32	0.07	0.14	0.07	0.14
July	0.18	0.18	0.32	0.01	0.33	0.09	0.15	0.09	0.15
August	0.15	0.15	0.26	0.01	0.27	0.10	0.13	0.10	0.13
September	0.13	0.13	0.22	0.01	0.23	0.09	0.11	0.09	0.11
October	0.10	0.10	0.15	0.01	0.16	0.08	0.08	0.00	0.00
Total	1.28	1.28	2.02	0.08	2.10	0.58	0.96	0.35	0.53

#### Column Notes:

- 1) INPUT COLUMN: Total Pumping from Moonrise Well 1 to supply six greenhouses (including agricultural and sanitary uses).
- 2) INPUT COLUMN: Total Pumping from Moonrise Well 2 to supply six greenhouses (including agricultural and sanitary uses).
- 3) Total consumptive use for the irrigation of the crop in all twelve greenhouses. It was assumed this use is 100% consumed.
- 4) Total consumptive use for water used for sanitary purposes. It was assuemd this use was 15% consumed with remaining depletions returning naturally to the system by leach fields.
- 5) Total depletions by month for the both Well 1 and Well 2.
- 6) Total lagged depletions caused by pumping from Well 1.
- 7) Total lagged depletions caused by pumping from Well 2.
- 8) Replacement water required to be released from Pond 1.
- 9) Replacement water required to be released from Pond 3.



Harris Water Engineering, Inc. 954 E. 2nd Ave, Suite #202 Durango, Colorado 81301 (970) 259-5322 Moonrise, LLC Draft Site Layout

December 2016

Aerial Imagery

Not to Scale

WELL PERMIT NUMBER 84443-F

RECEIPT NUMBER 100

10000316

## ORIGINAL PERMIT APPLICANT(S)

MOONRISE ENTERPRISE LLC (MURPHY, NOLAN)

## APPROVED WELL LOCATION

Water Division: 4 Water District: 60

Designated Basin: N/A Management District: N/A

County: SAN MIGUEL

Parcel Name: N/A

Physical Address: 557 WOODSTOCK RD NORWOOD, CO

81423

NE 1/4 SE 1/4 Section 29 Township 45.0 N Range 13.0 W New Mexico P.M.

UTM COORDINATES (Meters, Zone: 13, NAD83)

Easting: 209154.1 Northing: 4224424.7

## PERMIT TO CONSTRUCT A NEW WELL

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

- 1) This well shall be used in such a way as to cause no material injury to existing water rights. The issuance of this permit does not ensure that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-137(2) on the condition that this well is operated in accordance with the Moonrise Enterprise, LLC Augmentation Plan approved by the Division 4 Water Court in case no. 16CW3097. If this well is not operated in accordance with the terms of said decree, it will be subject to administration including orders to cease diverting water. This well is known as Moonrise Well No. 1.
- 4) The use of ground water from this well in combination with Moonrise Well #2, is limited to year-round irrigation of crops in up to twelve 3,000 square-foot greenhouses either directly or following storage in Moonrise Ponds #1, #2 or #3 and commercial use in greenhouses including, but not limited to, sanitary uses, as decreed.
- The pumping rate of this well shall not exceed 13.88 GPM, as requested.
- The combined annual amount of ground water to be withdrawn from this well and Moonrise Well #2, shall not exceed 4.0 acrefeet.
- 7) 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.
- 8) The owner shall mark the well in a conspicuous location with well permit number(s), name of the aquifer, and court case number(s) as appropriate. The owner shall take necessary means and precautions to preserve these markings.
- 9) A totalizing flow meter must be installed on this well and maintained in good working order. Permanent records of all diversions must be maintained by the well owner (recorded at least annually) and submitted to the Division Engineer upon request.
- 10) This well shall be located not more than 200 feet from the location specified on this permit and as decreed, and at least 600 feet from any existing well, completed in the same aquifer, that is not owned by the applicant.

NOTE: This permit will expire on the expiration date unless the well is constructed and a pump is installed by that date. A Well Construction and Yield Estimate Report (GWS-31) and Pump Installation and Production Equipment Test Report (GWS-32) must be submitted to the Division of Water Resources to verify the well has been constructed and the pump has been installed. A one-time extension of the expiration date may be available. Contact the DWR for additional information or refer to the extension request form (GWS-64) available at: http://water.state.co.us

NOTE: Well location is 557 Woodstock Road, Norwood CO 81423, San Miguel County.

WELL PERMIT NUMBER 84443-F RECEIPT NUMBER 10000316

Quettro Michelson 6/23/2020

Issued By JUSTINA MICKELSON Expiration Date: 6/23/2021

## Cleary/Owner Project Contract - Erected



North End Wall 1 on Building 1

Note: These colors are as close to the actual colors as permitted by printing. Actual metal samples must be reviewed with your Sales Specialist. Colors vary depending upon position and angles.

## **Exterior Finishes**

End Wall 1 on Building 1

Siding: Grand Rib 3 Plus

Tyvek: None

Wainscot: None

Gable Filler Strips: Gable filler strips not included.

Treated Plank Filler Strips: None

## Ventilation

End Wall 1 on Building 1

Overhang: None

## Accessories

End Wall 1 on Building 1

Overhead Frame Out(s):

10' 0" Width x 10' 0" Height

Headroom Available: 6' 0"

Additional Header material required: None

Distance from left edge of wall to left edge: 20' 0 1/4"

Distance from 100'+0" mark to bottom of the overhead frame out plus: 4"

Overhead frame out to be designed for High Lift Door.

OVERHEAD DOOR NOT INCLUDED UNLESS OTHERWISE NOTED IN WRITING IN THE ADDITIONAL BUILDING COMPONENTS OR CLOPAY BUILDING PRODUCTS SECTION.

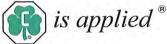
### Interior Finishes / Insulation

End Wall 1 on Building 1

Condensation Control: None

Insulation: None





12/21/2020 MURPHY, NOLAN Doc ID: 4820520201221150346

## Cleary/Owner Project Contract - Erected



South End Wall 2 on Building 1

Note: These colors are as close to the actual colors as permitted by printing. Actual metal samples must be reviewed with your Sales Specialist. Colors vary depending upon position and angles.

### **Exterior Finishes**

End Wall 2 on Building 1

Siding: Grand Rib 3 Plus

Tyvek: None

Wainscot: None

Gable Filler Strips: Gable filler strips not included.

Treated Plank Filler Strips: None

### Ventilation

End Wall 2 on Building 1

Overhang: None

## **Accessories**

End Wall 2 on Building 1

Walk Door(s):

Plyco Series 20 3'-0"x6'-8"

Distance from left edge of wall to left edge: 23' 6"

Distance from 100'+0" mark to bottom of door plus: 4"

Anchor: ANCHOR KIT (WOOD)

Closer: No Closer

Dead Bolt: EZ-KEY/LATCH STAINLESS STEEL GRADE 2

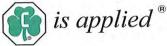
Door Chain: No Chain

**Embossment: No Embossment** 

Frame: 2x6

Hinge: 4" 304 STAINLESS STEEL FIXED PIN

Jamb: 3 1/2" Insulated Jamb





12/21/2020 MURPHY, NOLAN Doc ID: 4820520201221150346

## Cleary/Owner Project Contract - Erected

Kick Plate: No Kick Plate Latch Guard: No Latch Guard

Latch: None

Lockset: EZ-LEVER/LEVER ENTRY GRADE 2 Panic Hardware: No Panic Hardware

Skin: Lite Kit

Swing: Left Hand Swing In Single Door Window: 20"x24" Insulated - Thermo Pane

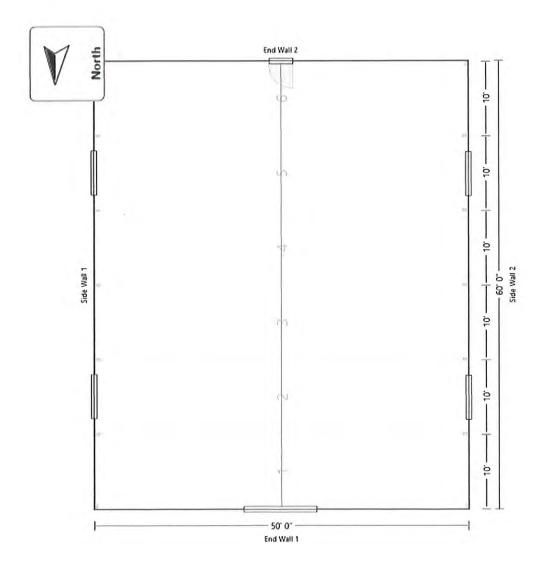
Keyed Alike. Group 1 Interior Finishes / Insulation

End Wall 2 on Building 1 Condensation Control: None

Insulation: None

## Cleary/Owner Project Contract - Erected

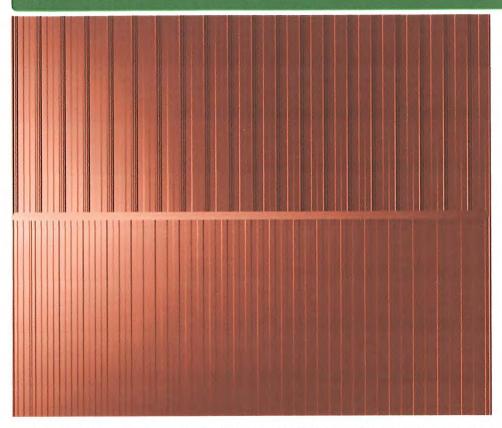
## Floor Plan





## Cleary/Owner Project Contract - Erected

## Aerial View



Note: These colors are as close to the actual colors as permitted by printing. Actual metal samples must be reviewed with your Sales Specialist. Colors vary depending upon position and angles.

## Cleary/Owner Project Contract - Erected

## **Project Colors**

## **Building**

Siding

Grand Rib 3 Plus: Light Stone

Corner Trim: Crinkle Finish - Rural Red Bottom Trim: Crinkle Finish - Rural Red

Roof

Grand Rib 3 Plus: Crinkle Finish - Rural Red

Trim

Gable: Crinkle Finish - Rural Red Eave/Fascia: Crinkle Finish - Rural Red Ridge Cap: Crinkle Finish - Rural Red

Trim Color Unless Otherwise Specified: Crinkle Finish - Rural Red

### **Overhead Frameouts**

Overhead Frameout

J-Trim: Crinkle Finish - Rural Red

#### **Walk Doors**

Walk Doors

Series 20 Blocked 3068: Snow

Trim

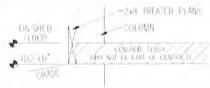
J-Trim: Crinkle Finish - Rural Red

### Windows - colors will not perfectly match steel and trim colors

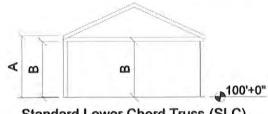
Windows

High Performance: Snow

## Truss Type

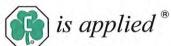


Note: Clearance may be reduced by finished floor height.



Standard Lower Chord Truss (SLC)

Roof Pitch: 4/12 Roof Peak Height: 26' 0" "A" = Actual Eave Height: 17' 8" "B" = Truss clearance at heel and center: 16' 4" (Truss clearance = 1'-0" less than nominal eave height, in most cases. If nested purlins are used, truss clearance will be increased by 4".)



## Assignment of Land Contract, Escrow Agreement and Promissory Note and Personal Guarantee

This Assignment of Land Contract, Escrow Agreement and Promissory Note and Personal Guarantee (this "Agreement") is made effective March 14, 2016, by Frank E. Johnson and Rhonda Johnson (the "Johnsons"); Michael R. Grady ("Grady"); Nolan P. Murphy ("Murphy"); and Moonrise Enterprise, LLC, a Colorado limited liability company ("MELLC"). The Johnsons, Grady, Murphy and MELLC may hereafter be referred to individually as a "Party" and collectively as the "Parties."

## Recitals

A. The Johnsons, as Sellers, and Grady & Murphy, as Buyers, are parties to a Land Contract dated July 1, 2013 (the "Land Contract") for the purchase and sale of real property in the Town of Norwood, San Miguel County, State of Colorado, described as:

The North Half of the Southeast Quarter (NI/2 SE1/4) of Section 29, Township 45 North, Range 13 West, NMPM, together with an easement for ingress and egress to and from said N1/2 SE1/4 along the present existing road across the Northeast Quarter (NEI/4) of said Section 29, and also an easement for ingress and egress along the east rim of Naturita Canyon as it crosses through the Northeast Quarter (NE1/4) of said Section 29, said easement not to exceed forty (40) feet in width, San Miguel County, Colorado, aka 557 Woodstock Road, Norwood, Colorado 81423 (the "**Property**")

- B. Pursuant to the Land Contract, Grady and Murphy are the Borrower, and the Johnsons are the Note Holder, pursuant to that certain Promissory Note (the "**Promissory Note**") dated July 1, 2013, in the amount of three hundred and twenty-nine thousand dollars (\$329,000.00).
- C. The Promissory Note is secured by that certain Deed of Trust (the "**Deed of Trust**") dated July 1, 2013, secured by the Property, with Grady and Murphy as Borrower, and the Johnsons as Lender.
- D. The Land Contract also includes an Escrow Agreement (the "Escrow Agreement") dated July 1, 2013, signed by the Parties, addressing how certain items are held in escrow to secure performance under the Land Contract.
- E. This Agreement sets forth the terms upon which the Johnsons consent to the assignment of the Land Contract and Promissory Note Grady and Murphy to MELLC.

MRG NPM FEJ RJO MEDLE

Assignment of Land Contract p. 1 of 4

Therefore, for valuable consideration, as described by the mutual covenants and agreements as set forth below, the receipt and sufficiency of which is acknowledged, the Parties hereby agree as follows:

## Agreement

- 1. Assignment of Land Contract. The Land Contract is hereby assigned from Grady and Murphy to MELLC. The Johnsons consent to this assignment. MELLC accepts this assignment and agrees to be bound by all of the terms and conditions of the Land Contract as Buyer.
- 2. Assignment of Promissory Note. The Promissory Note is hereby assigned from Grady and Murphy to MELLC. The Johnsons consent to this assignment. MELLC accepts this assignment and agrees to be bound by all of the terms and conditions of the Promissory Note as Maker.
- 3. <u>Assignment of Escrow Agreement</u>. Grady and Murphy hereby assign their interest in the Escrow Agreement to MELLC. The Johnsons consent to this assignment. MELLC accepts this assignment and agrees to be bound by all of the terms and conditions of the Escrow Agreement.
- 4. <u>Deed of Trust</u>. MELLC shall execute a replacement Deed of Trust, in the form attached hereto, to be recorded against the Property once the Property title is transferred from the Johnsons to MELLC.
- 5. Warranty Deed and Quit Claim Deed. MELLC shall execute a replacement Warranty Deed and Quit Claim Deed, in the forms attached hereto, to be held in escrow by the escrow agent pursuant to the Escrow Agreement.
- 6. Personal Guarantee. Grady and Murphy, who may hereafter be referred to as the "Personal Guarantors," shall remain personally liable for repayment of the Promissory Note. Personal Guarantors hereby personally guarantee each and every obligation and debt of MELLC under the Promissory Note, including the timely payment of principal and interest due. Personal Guarantors acknowledge that all such obligations are joint and several, such that the Johnsons may seek payment and performance from one or both Personal Guarantors contemporaneously with seeking payment and performance from MELLC, and the Johnsons shall not have the obligation to exhaust remedies against MELLC or one of the Personal Guarantors prior to seeking payment and performance from one or both Personal Guarantors.
- 7. Notice. If the Parties wish to contact or notify each other concerning the subject matter herein, they shall deliver written notice, via U.S. Mail, certified, return receipt requested, as follows:

If to Grady and Murphy:

Michael R. Grady and Nolan P. Murphy

PO Box 3175

Telluride, Colorado 81435

If to the Johnsons:

Frank E. Johnson

MRG

NDM

DIA

MELL

Assignment of Land Contract p. 2 of 4

Rhonda Johnson 13726 Marine Rd.

Montrose, Colorado 81403

If to MELLC:

Michael R. Grady, Manager Nolan P. Murphy, Manager Moonrise Enterprise, LLC

PO Box 3175

Telluride, Colorado 81435

- 8. <u>Further Performance</u>. The Parties agree to execute any and all additional documents necessary to accomplish the purposes of this Agreement.
- 9. Costs and Attorneys' Fees. In any action or proceeding under this Agreement, the prevailing Party shall be awarded its costs and expenses in connection therewith, including reasonable attorneys' fees, expert fees and costs.
- 10. Governing Law. The validity and effect of this document shall be determined in accordance with the laws of the State of Colorado. Venue for any dispute hereunder shall be in the Courts of San Miguel County, Colorado.
- 11. Severability. Invalidation of any one of the provisions of this Agreement by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.



## Re: Certified Complete - Alpine Wellness Retail Marijuana Cultivation Facility Amendment application

1 message

NOLAN MURPHY <nolanmurphy1@msn.com>
To: John Huebner <johnh@sanmiguelcountyco.gov>

Wed, Jan 27, 2021 at 11:12 AM

Hi John, the map tled "Figur e 3 Exhibit A" is a map that Harris Engineering did for us when we were applying for the wells back in 2016. We have the rights to 2 commercial wells in the decree, each well can supply 6 greenhouses year round. The map Harris Engineering made reflects possible future development if we were to have 3 greenhouses per 35 acres. We are only focusing on the 3 greenhouses at this me. I have the permit for Moonrise Well #1 (84443-F) that will supply the 3 greenhouses and accessory building. Hope that makes sense. Let me know if you need anything else. Thanks,

Nolan Murphy Alpine Wellness 970-708-7784

From: John Huebner < johnh@sanmiguelcountyco.gov>

Sent: Monday, January 25, 2021 9:25 AM

To: NOLAN MURPHY < nolanmurphy1@msn.com>

Subject: Cer fied Complete - Alpine Wellness Retail Marijuana Cul va on Facility Amendment applica on

#### Nolan,

I attached the San Miguel County Planning letter certifying complete the Alpine Wellness Retail Marijuana Cultivation Facility Amendment application. We will refer the application today to the referral agencies listed in the letter. Please contact the Planning Department with any questions or concerns. Best regards, John

#### John Huebner

Senior Planner San Miguel County P:970-728-3083 333 W Colorado Ave, 3rd Flr Telluride, CO 81435

www.sanmiguelcountyco.gov



## APPLICANT'S CERTIFICATION OF COMPLIANCE WITH THE PUBLIC NOTICING REQUIREMENTS OF THE SAN MIGUEL COUNTY LAND USE CODE SECTION 3-9

Applicant, or the duly designated agent(s) of Applicant, has applied to San Miguel County for approval of a land use application. Applicant recognizes that the provisions of the San Miguel County Land Use Code (LUC) Section 3-9 require public notice by First Class mail and posting of the property not less than twenty (20) days before the date scheduled for a public meeting or hearing.

Applicant or Applicant's agent(s) have examined the current tax records of San Miguel County as they appeared either in the records of the San Miguel County Assessor or under the San Miguel County Geographic Information Systems\* (GIS) mapping program no more than sixty (60) days prior to the date of the public meeting or hearing. Applicant or Applicant's agent(s) hereby certifies that: (Applicant must check all.)

- Following an examination of the records in the San Miguel County Assessor or under the San Miguel County GIS\* mapping program, the Applicant has provided public notice, in compliance with LUC § 3-903C not less than twenty (20) days before the date scheduled for a public meeting or hearing, by First Class mail to every property owner and condominium unit owner within 500 feet of the perimeter of the subject property. I hereby certify that I have attached a copy of this public notice letter and mailing list to this certification.
- Not less than twenty (20) days before the date scheduled for a public meeting or hearing, I hereby certify that, in compliance with LUC § 3-903B, public notice has also been provided by posting a sign in a conspicuous place on the property that is the subject of the land use application.

I understand that San Miguel County requires completion and delivery of this Certification of Compliance to the San Miguel County Planning Department at least ten (10) days <u>prior</u> to the initial public meeting or hearing on a land use application. I further understand that failure to submit the required Certification of Compliance to the County Planning Department at least ten (10) days prior to the initial public meeting on a land use application will result in the public meeting or hearing being rescheduled to a later date.

on a land use application will result in the public me	eeting or hearing being rescheduled to a later date.
Name Name Well	(Insert Applicant's name if executed by agent)
Physical location of Property and/or legal description	m 81423
Po.Box 3175 Telluride, a Mailing Address (if different from above)	0 81435
Date: 2-16-21	
Signature: Nolan Many	[text/luc/certification.property.owner]

<sup>\*</sup> GIS data may not accurately or completely reflect owners in multi-unit, multi-floor buildings in San Miguel County. In such instance, the applicant must examine the Assessor's information in addition to the GIS data in order to provide the required public notice.



## APPLICANT'S CERTIFICATION OF COMPLIANCE WITH THE PUBLIC NOTICING REQUIREMENTS OF THE SAN MIGUEL COUNTY LAND USE CODE SECTION 3-9

San Miguel County for approval of a land use application. Applicant recognizes that the provisions of the San Miguel County Land Use Code (LUC) Section 3-9 require public notice by First Class mail and posting of the property not less than twenty (20) days before the date scheduled for a public meeting or hearing.

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Dolan Murphy	
Name	(Insert Applicant's name if executed by agent)
557 Woodstock Rd. N	Jorwood, (0 81423
Physical location of Property and/or legal description	
P.O. Box 786 Norwood	, CO 814123
Mailing Address (if different from above)	
Date: 3-15-21	
Signature: Alandly	[text/luc/certification.property.owner

<sup>\*</sup> GIS data may not accurately or completely reflect owners in multi-unit, multi-floor buildings in San Miguel County. In such instance, the applicant must examine the Assessor's information in addition to the GIS data in order to provide the required public notice.

Please publish the following Legal **PUBLIC HEARING NOTICE** in the:

## NORWOOD POST and TELLURIDE DAILY PLANET on WEDNESDAY, MARCH 17, 2021

Please bill: San Miguel County Planning Department

P.O. Box 548

Telluride, CO 81435

### PUBLIC HEARING NOTICE

The San Miguel County Board of Commissioners has been asked to consider an application submitted by Nolan Murphy, on behalf of Alpine Wellness, P.O. Box 3175, Telluride, CO, 81435, owner of a 79 acre parcel zoned Wright's Mesa. The applicant seeks an Amendment to a Special Use Permit for a Marijuana Cultivation Facility located at 557 Woodstock Road, Norwood, Colorado. The applicant is proposing two 3,000 s.f. Nonsubstantial greenhouses and a 20,000 s.f. Outdoor Cultivation Area that will be used to grow recreational retail marijuana and a 3,000 s.f. Processing and storage building pursuant to a County Special Use Permit, County Local License, and Colorado State License.

This Public Hearing is the second step of a Two-step Planning Commission and Board of County Commissioner Review pursuant to Land Use Code Section 5-2902.

A Public Hearing on the above proposal will be held by the Board of County Commissioners on Wednesday, April 7, 2021 at 10:00 AM. This meeting will be held online due to the COVID-19 virus. To provide comment or ask questions regarding the proposed application(s), please join the meeting at https://zoom.us/join, Meeting ID: 534 180 495, Password: 014764; Audio only: Dial 1-301-715-8592 or 1-253-215-8782 (long distance rates may apply). Please contact the Planning Department for more information on the application.

Written comments of more than one page may not receive full consideration if not received by March 26, 2021. Send comments to: San Miguel County Planning Department, P.O. Box 548, Telluride, CO 81435 or <a href="mailto:planning@sanmiguelcountyco.gov">planning@sanmiguelcountyco.gov</a>.

## **Legal Notices**

Planning and Zoning Commission Member Vacance The Town of Norwood Planning and Zoning Commission openings for regular, alternate, and These positions will serve a term of 2 years. The commission meets the 3rd Monday of every month, with the possibility of additional special meetings. Qualifications include being a qualified elector of the Town of Norwood. Colorado at the be a minimum of 18 years of age. All regular, alternate, and ex-officio members may participate in all discussion; however, only regular, and alternate members have voting authority. If interested in being part of a board that recommends or determine matters relating to zoning, planning or subdivision control as they are specified by applicable laws, please fill out an application and send to Amanda Pierce, Town Clerk, PO Box 528 Norwood, CO, 81423, You can also deliver it to the Town Hall located at 1670 Naturita St; or email your completed application to pierce@norwoodtown.com. Applications must be received by 4:30 p.m. March 31, 2021. Applications can be

## **PLACE A** LEGAL

Telluride Local Media TODAY!

> Dial 728-9788 to find out more!

#### **PUBLIC HEARING NOTICE**

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ceive full consideration if not received by March 26, 2021. Send comments to: San Miguel County Planning Department, P.O. Box 548, Telluride, CO 81435 or planning@sanmiguelcountyco.gov.

The San Miguel County Assessor reminds all persons owning possessing, or controlling taxable personal property (furnish ings, equipment and other movable personal property) that the deadline for filing a Personal Property Declaration Schedule is April 15. All persons who own, possess, or control tax able personal property with a total actual value greater than \$7,900 per owner, per county, are required to report the personal property to the county assessor. Failure to declare your personal property each year by the deadline will result in the assessor valuing your property using the "best information available" and attaching a penalty to your tax bill. If you did not receive a declaration schedule, please contact the county assessor at 970-728-3174.

I personal property with a total actual value in excess of \$7,900 (per owner, per county) is taxable unless specifically

All residential household furnishings used to produce income Equipment, furniture, and machinery used by commercial, ndustrial, and natural resource operations

Property used in an agribusiness that does not qualify as agri cultural pursuant to § 39-1-102(1.6)(a), C.R.S.

Fully depreciated assets still in use Personal property in storage that is subject to IRS deprecia-

· Leasehold improvements

Equipment that is licensed as a motor vehicle (SMM plate or Z-Tab) is not reported on the Personal Property Declaration

If you have questions about the Personal Property Decla-Schedule, please contact the assessor's office at

PROPERTY TAX EXEMPTION FOR QUALIFYING SENIOR CITIZENS

The Colorado Constitution establishes a property tax exemption for senior citizens and disabled veterans. For those who qualify, 50 percent of the first \$200,000 in actual value of the primary residence is exempted from property tax. The State Qualifying seniors are urged to submit applications if they have not vet done so.

SENIOR CITIZEN EXEMPTION:

Basic Qualifications - Generally, each of the following statements must be true to qualify for the senior citizen exemption.

- The qualifying senior:

  Must be at least 65 years old on January 1 of the year the application is filed; and
- Must be the current owner of record, and listed as the owner of record for at least 10 consecutive years prior to January
- must have done so for at least 10 consecutive years prior
- to January 1. Surviving spouses of previously qualified senior citizens ma be able to continue receiving the exemption with a long form
- application. Exceptions to Basic Qualifications - The applicant may still qualify if one or more of the following statements are true:
- Ownership is in the spouse's name, and the spouse also
- occupies the property;
  Ownership has been transferred to or purchased by a trust,
- corporate partnership or other legal entity solely for estate planning purposes; The qualifying senior or his/her spouse was or is confined to
- a health care facility:
- The applicant was forced to move when the prior residence was condemned in an eminent domain proceeding;
- The applicant is the surviving spouse of a senior who met the requirements on January 1, 2002, or on any January 1
- The qualifying senior citizen's prior residence was destroyed or otherwise rendered uninhabitable by a natural disaste How to Apply - To apply, you must complete the appropriate application form and return it to the assessor by July 15. The

'Short Form" application may be used by qualifying senior citizens who meet each of the basic qualifications The "Long Form" application must be used by applicants who satisfy one or more of the exceptions to the basic qualifications. If you would like to receive an application form or a brochure that explains the senior citizen exemption in greater

detail, or if you have any questions regarding the exemption.

please call the assessor's office at 970-728-3174.

DISABLED VETERAN EXEMPTION Basic Qualifications - Generally, each of the following state ments must be true to qualify:

The applicant must be a veteran who sustained a service connected disability while serving on active duty in the Armed Forces of the United States. This includes members

- of the National Guard and Reserves who sustained injuries while serving on active duty;
  The applicant must have been honorably-discharged;
- The federal Department of Veterans Affairs has rated the
- applicant's service-connected disability as a one hundred percent permanent disability through disability retirement benefits pursuant to a law or regulation administered by the department, the U.S. Department of Homeland Security, of the Department of the Army, Navy, or Air Force.
- The applicant must be the owner of record and must have been the owner of record since January 1 of the cu
- The applicant must have occupied the property as his/her primary residence since January 1 of the current year. In many cases, an eligible surviving spouse of a previously qualified disabled veteran may continue to receive the ex-
- emption by submitting a disabled veteran surviving spouse form to the assessor's office. Exceptions to Basic Qualifications - The applicant may still

qualify if one or more of the following state

- Ownership is in the spouse's name, and the spouse also occupies the property
- nership has been transferred to or purchased by a trust, corporate partnership or other legal entity solely for estate planning purposes:
- The qualifying disabled veteran or his/her spouse was or is confined to a health care facility.
- The applicant was forced to move when the prior residence was condemned in an eminent domain proceeding.
- The applicant is the surviving spouse of a previously qualified veteran who met the requirements through the Colorado

Division of Veterans Affairs. How to Apply - To apply, you must file a completed application with the Colorado Division of Veterans Affairs by July 1. The August 2 if the applicant can show good cause for missing the July 1 deadline. The surviving spouse of a prequalified veteran must apply directly to the assessor's office no later than July 1. If you would like to receive an application form or a brochure that explains the disabled veteran exemption in greater detail. or if you have any questions regarding the exemption, please call the assessor's office at 970-728-3174.

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**NONPROFITS** 

## Telluride Foundation recognized for work in affordable housing

## SPECIAL TO THE POST

he Telluride Foundation's housing initiative, "Rural Homes: For Sale, For Locals," was recently recognized by the University of Utah's School of Business as a finalist for the 2021 Ivory Prize for Housing Affordability.

The Ivory Prize is an annual award recognizing ambitious, feasible and scalable solutions across the nation to housing affordability. The foundation's initiative addresses the challenge of building new homes in rural Colorado. New construction costs in rural areas can be 40 percent or higher than completed appraised values due to inflated labor costs, lower rents, the inability to compete for tax credits, and the lack of capacity in planning, development and property management.

The foundation's initiative consolidates a suite of strategies to reduce the price for which homes can be built and sold. "Rural Homes: For Sale, For Locals" meets the challenges of building in rural Colorado by attacking the primary costs of housing: capital, land, and home building. By integrating donated land, prefabricated panelized home design and low-cost construction finance into a toolkit,

the Telluride Foundation is restructuring the way rural homes can be financed affordably for the region's essential workforce.

This approach was recognized by Ivory Innovations, an institute at the University of Utah's David Eccles School of Business, as a Top 25 Finalist for the 2021 Ivory Prize for Housing Affordability. The foundation's initiative was selected from 160 nominations from 39 states.

"The 2021 class of our Top 25 are pioneering new approaches, breaking down historic barriers and focusing on solutions that address multiple and complex problems through the lens of housing affordability," Abby Ivory, director of Ivory Innovation and Strategic Projects at the David Eccles School of Business,

For more information on the 2021 Ivory Innovations and other Top 25 Finalists, the public may visit the website ivory-innovations.org.

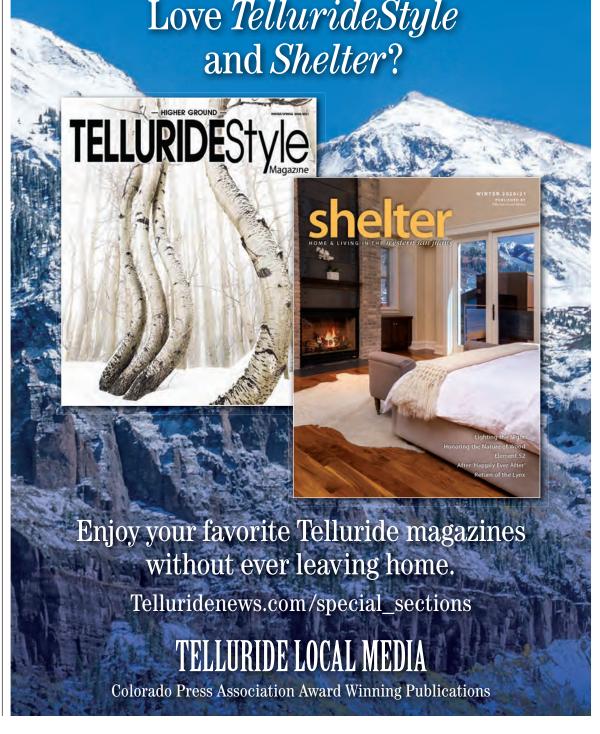
The Telluride Foundation and its housing initiative partners are incredibly grateful for the recognition and the opportunity to connect with the network of impressive finalists working to address housing affordability nationally. The public is invited to read more at ruralhomesproject. co/. Anyone can follow the journey of this initiative by subscribing for regular updates from this website.

The Telluride Foundation exists to create a stronger Telluride and regional community through the promotion and support of philanthropy. This year, 2021, marks 20 years of making more possible through the Telluride Foundation's commitment to enrich the quality of life of the residents, visitors and workforce of the Telluride region.

The Telluride Foundation is a nonprofit, apolitical community foundation that makes grants to nonprofits, owns and operates programs that meet emerging and unmet community needs, and makes investments.

The foundation approaches its work through the lens of its core values of inclusion, self-reliance and innovation. Its work is funded through the generous support of individual donors, as well as grants from state and national foundations.

The foundation hopes the community will join it in celebrating its 20th anniversary as it honors the nonprofits, donors and community members who have all partnered together to achieve a significant positive impact on the region.



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E0E



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\*\*\*\*\*\*\*\*\*\*\*

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Legals

<u>Telluride</u> <u>Liquor Licensing Authority</u>

PUBLIC NOTICE is hereby given that pursuant to the Liquor Laws of the State of Colorado, Tellurado Ventures LLC dba Tellurado Studio (Owner Mitchell Schwenke 210 S. Pine Street #309, Telluride, CO 81435) is requesting that the Telluride Town Council, acting as the Liquor Licensing Authority, grant a Lodging & Entertainment Liquor License for use at 219 E Colorado Ave, Telluride, Colorado. The hearing on the above application will be heard on March 30, 2021 via a virtual meeting to begin at 10:00 am. The application was filed on February 25, 2021. Remonstrances may be filed at Town Hall, 135 W Columbia, or mailed to the Town of Telluride, Town Clerk, PO Box 397, Telluride, CO 81435.

NOTICE TO CREDITORS
Estate of James Douglas Barr a/k/a James D. Barr a/k/a James Barr, Deceased
Case Number: 21PR30001
All persons having claims against the above-named estate are required to present them to the personal representative or to the District Court of San Miguel County, Colorado on or before July 17, 2021, or the claims may be forever barred. claims may be forever barred.

Charles F. Reams, Personal Representative 222 N. 7th Street, Grand Junction, CO 81501

**PUBLIC HEARING NOTICE** 

The San Miguel County Board of Commissioners has been asked to consider an application submitted by Nolan Murphy, on behalf of Alpine Wellness, P.O. Box 3175, Telluride, CO, 81435, owner of a 79 acre parcel zoned Wright's Mesa. The applicant seeks an Amendment to a Special Use Permit for a Marijuana Cultivation Facility located at 557 Woodstock Road, Cultivation Facility located at 557 Woodstock Woad, Norwood, Colorado. The applicant is proposing two 3,000 s.f. Non-substantial greenhouses and a 20,000 s.f. Outdoor Cultivation Area that will be used to grow recreational retail marijuana and a 3,000 s.f. Processing and storage building pursuant to a County Special Use Permit, County Local License, and Colorado State License.

This Public Hearing is the second step of a Two-step Planning Commission and Board of County Com-missioner Review pursuant to Land Use Code Section

A Public Hearing on the above proposal will be held by the Board of County Commissioners on Wednes-day, April 7, 2021 at 10:00 AM. This meeting will be held online due to the COVID-19 virus. To provide comment or ask questions regarding the proposed application(s), please join the meeting at https://zoom.us/join, Meeting ID: 534 180 495, Password: 014764; Audio only: Dial 1-301-715-8592 or 1-253-215-8782 (long distance rates may apply). Please contact the Planning Department for more information on the amplication. on the application.

Written comments of more than one page may not receive full consideration if not received by March 26, 2021. Send comments to: San Miguel County Planning Department, P.O. Box 548, Telluride, CO 81435 or also interconstitute outlook of the control planning@sanmiguelcountyco.gov.



## Fwd: Agency Referral: AMENDMENT of SMC Special Use Permit - Marijuana Cultivation Facility - 557 Woodstock, Wrights Mesa

1 message

John Huebner <johnh@sanmiguelcountyco.gov>

Tue, Jan 26, 2021 at 11:37 AM

To: Dan Covault <danc@sanmiguelsheriff.org>, Jennifer Dinsmore <ienniferd@sanmiguelsheriff.org>

----- Forwarded message ------

From: John Huebner < johnh@sanmiguelcountyco.gov>

Date: Tue, Jan 26, 2021 at 10:21 AM

Subject: Agency Referral: AMENDMENT of SMC Special Use Permit - Marijuana Cultivation Facility - 557 Woodstock,

Wrights Mesa

To: Amy Markwell <amym@sanmiguelcountyco.gov>, Todd Herman <toddh@sanmiguelcountyco.gov>, Mike Bordogna

<mikeb@sanmiguelcountyco.gov>, Ryan Righetti <ryanr@sanmiguelcountyco.gov>, Bill Masters

<billm@sanmiguelsheriff.org>, Lisa Garrett lisag@sanmiguelcountyco.gov>, Mark Caddy <mark.caddy@state.co.us>,

Gregory Powers - DNR <gregory.powers@state.co.us>, <rachelle.redmond@state.co.us>

Cc: Kaye Simonson <kayes@sanmiguelcountyco.gov>

AII,

Please find the attached application submitted by Alpine Wellness Inc for a proposed **AMENDMENT** to their SMC Retail Marijuana Cultivation Facility Special Use Permit - 557 Woodstock Rd, Norwood, CO, which was previously approved by the Board of County Commissioners in 2016 (reso #2016-17). The applicant proposes to add two (2) 3,000 square foot hoop houses, a 20,000 sq. ft. Outdoor Cultivation Area, and a 3,000 sq. ft. processing and storage building. An existing 3,000 sq. ft. Substantial Greenhouse was approved in 2016..

The Planning Department requests that you please provide your review comments by February 26, 2021 to John Huebner, Senior Planner, johnh@sanmiguelcountyco.gov

The project application is scheduled for review by the Planning Commission on Thursday, March 11, 2021. Regards,

John

## John Huebner

Senior Planner San Miguel County P:970-728-3083 333 W Colorado Ave, 3rd Flr Telluride, CO 81435

www.sanmiguelcountyco.gov



For information about San Miguel County's response to COVID-19 (Coronavirus), please visit https://www.sanmiguelcountyco.gov/590/Coronavirus

### 2 attachments



Alpine Wellness. Amend SUP.retail.marijuan.cultivation.facility.wm.pdf 10123K



## Fwd: Agency Referral: AMENDMENT of SMC Special Use Permit - Marijuana Cultivation Facility - 557 Woodstock, Wrights Mesa

1 message

John Huebner <johnh@sanmiguelcountyco.gov>

Wed, Mar 3, 2021 at 11:35 AM

To: Patti Grafmeyer <grafmyer@norwoodtown.com> Cc: Kaye Simonson <kayes@sanmiguelcountyco.gov>

Patti,

I am sending you an Alpine Wellness application for your review on behalf of the Town of Norwood. I apologize for sending it so late in the process.

Best regards,

John

## John Huebner

Senior Planner San Miguel County P:970-728-3083 333 W Colorado Ave, 3rd Flr Telluride, CO 81435

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----- Forwarded message -----

From: John Huebner < johnh@sanmiguelcountyco.gov>

Date: Tue, Jan 26, 2021 at 10:21 AM

Subject: Agency Referral: AMENDMENT of SMC Special Use Permit - Marijuana Cultivation Facility - 557 Woodstock,

Wrights Mesa

To: Amy Markwell <amym@sanmiguelcountyco.gov>, Todd Herman <toddh@sanmiguelcountyco.gov>, Mike Bordogna <mikeb@sanmiguelcountyco.gov>, Ryan Righetti <ryanr@sanmiguelcountyco.gov>, Bill Masters

<billm@sanmiguelsheriff.org>, Lisa Garrett lisag@sanmiguelcountyco.gov>, Mark Caddy <mark.caddy@state.co.us>,

Gregory Powers - DNR <gregory.powers@state.co.us>, <rachelle.redmond@state.co.us>

Cc: Kaye Simonson <kayes@sanmiguelcountyco.gov>

All,

Please find the attached application submitted by Alpine Wellness Inc for a proposed **AMENDMENT** to their SMC Retail Marijuana Cultivation Facility Special Use Permit - 557 Woodstock Rd, Norwood, CO, which was previously approved by the Board of County Commissioners in 2016 (reso #2016-17). The applicant proposes to add two (2) 3,000 square foot hoop houses, a 20,000 sq. ft. Outdoor Cultivation Area, and a 3,000 sq. ft. processing and storage building. An existing 3,000 sq. ft. Substantial Greenhouse was approved in 2016..

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John

### John Huebner

Senior Planner San Miguel County P:970-728-3083 333 W Colorado Ave, 3rd Flr Telluride, CO 81435

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## 2 attachments



Alpine Wellness. Amend SUP.retail.marijuan.cultivation.facility.wm.pdf 10123K



## Re: Agency Referral: AMENDMENT of SMC Special Use Permit - Marijuana Cultivation Facility - 557 Woodstock, Wrights Mesa

1 message

**Amy Markwell** <amym@sanmiguelcountyco.gov>
To: John Huebner <johnh@sanmiguelcountyco.gov>

Tue, Jan 26, 2021 at 1:57 PM

I don't have any concerns with the application.

Thanks,

Amy

On Tue, Jan 26, 2021 at 10:22 AM John Huebner < johnh@sanmiguelcountyco.gov> wrote:

ΑII,

Please find the attached application submitted by Alpine Wellness Inc for a proposed <u>AMENDMENT</u> to their SMC Retail Marijuana Cultivation Facility Special Use Permit - 557 Woodstock Rd, Norwood, CO, which was previously approved by the Board of County Commissioners in 2016 (reso #2016-17). The applicant proposes to add two (2) 3,000 square foot hoop houses, a 20,000 sq. ft. Outdoor Cultivation Area, and a 3,000 sq. ft. processing and storage building. An existing 3,000 sq. ft. Substantial Greenhouse was approved in 2016..

The Planning Department requests that you please provide your review comments by February 26, 2021 to John Huebner, Senior Planner, johnh@sanmiguelcountyco.gov

The project application is scheduled for review by the Planning Commission on Thursday, March 11, 2021. Regards,

John

John Huebner Senior Planner San Miguel County P:970-728-3083 333 W Colorado Ave, 3rd Flr Telluride, CO 81435

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## Re: Agency Referral: AMENDMENT of SMC Special Use Permit - Marijuana Cultivation Facility - 557 Woodstock, Wrights Mesa

1 message

**Ryan Righetti** <ryanr@sanmiguelcountyco.gov>
To: John Huebner <johnh@sanmiguelcountyco.gov>

Tue, Jan 26, 2021 at 1:25 PM

What are the twelve greenhouses mentioned on the well permit

Ryan Righetti Director, Road a	nd Bridge

970.327.4835 Office 970.327.4090 Fax

On Tue, Jan 26, 2021 at 11:36 AM John Huebner <johnh@sanmiguelcountyco.gov> wrote: | Ryan,

No. The two proposed hoop houses are allowed for two years by the LUC, and then must then be removed by the applicant. They are temporary facilities only. The main goal of the applicant is to establish the proposed outdoor cultivation area since the cost to operate is so much lower.

John

## John Huebner

Senior Planner San Miguel County P:970-728-3083 333 W Colorado Ave, 3rd Flr Telluride, CO 81435

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For information about San Miguel County's response to COVID-19 (Coronavirus), please visit https://www.sanmiguelcountyco.gov/590/Coronavirus

On Tue, Jan 26, 2021 at 10:58 AM Ryan Righetti <ryanr@sanmiguelcountyco.gov> wrote:

In the application, I see twelve (12) 3,000 sf. greenhouses mentioned. Is this their end goal?

Ryan Righetti					
Director, Road a	nd Bridge				

970.327.4835 Office 970.327.4090 Fax

On Tue, Jan 26, 2021 at 10:22 AM John Huebner <johnh@sanmiguelcountyco.gov> wrote:

All,

Please find the attached application submitted by Alpine Wellness Inc for a proposed **AMENDMENT** to their SMC Retail Marijuana Cultivation Facility Special Use Permit - 557 Woodstock Rd, Norwood, CO, which was previously approved by the Board of County Commissioners in 2016 (reso #2016-17). The applicant proposes to add two (2) 3,000 square foot hoop houses, a 20,000 sq. ft. Outdoor Cultivation Area, and a 3,000 sq. ft. processing and storage building. An existing 3,000 sq. ft. Substantial Greenhouse was approved in 2016..

The Planning Department requests that you please provide your review comments by February 26, 2021 to John Huebner, Senior Planner, johnh@sanmiguelcountyco.gov

The project application is scheduled for review by the Planning Commission on Thursday, March 11, 2021. Regards,

John

John Huebner Senior Planner San Miguel County P:970-728-3083 333 W Colorado Ave, 3rd Flr Telluride, CO 81435

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For information about San Miguel County's response to COVID-19 (Coronavirus), please visit https://www.sanmiguelcountyco.gov/590/Coronavirus



## **Alpine Wellness**

1 message

**PJ Royer** <pj81423@yahoo.com> To: johnh@sanmiguelcountyco.gov

Thu, Feb 18, 2021 at 5:50 PM

Concerning the Marijuana growing warehouse, I would like to encourage the community to allow only medicinal cannabis sales and use. Overseen by medical staff and standards. This could be a great example to other communities in Colorado and the nation.

Patti Jo Royer

Dave and Lynette Foley
P. O. Box 825, Ophir, CO 81426
Phone 970-728-4747
<a href="mailto:skifoley@gmail.com">skifoley@gmail.com</a>

March 2, 2021

Re: Application by Alpine Wellness to Amend Special Use Permit for a Marijuana Cultivation Facility

We received a Notice dated January 25, 2021 about this application. As adjoining property owners, we support this application. Our property is located in the bottom of Naturita Canyon, well below the applicant's property, and we will not be affected by their commercial operation. We have been to the subject property (to communicate with our neighbors about common fencing/boundary issues) and believe it to be an ideal location for a marijuana cultivation facility because it is located at the end of an obscure, private road that is out of public view.

Dave Foley



AGENDA ITEM - 5.b.

## TITLE:

10:45 am Consideration of an Annual Review: Spitfire Realty, LLC Special Use Permit to allow restricted use of two Aircraft Landing Areas located on 418-acre parcel within T44N, R10W, Hastings Mesa./MOTION

Presented by: John Huebner, Senior Planner

Time needed: 10 mins

PREPARED BY:

## RECOMMENDED ACTION/MOTION:

## INTRODUCTION/BACKGROUND:

## **FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

## **ATTACHMENTS:**

Description
Spitfire Realty, LLC - Memo /backup

Upload Date

3/29/2021

## MEMORANDUM

**TO**: San Miguel County Board of County Commissioners

FROM: John Huebner, Senior Planner

**RE**: Spitfire Realty, LLC Special Use Permit (SUP) to Allow Use of Two Aircraft

Landings Areas on a 418-acre Parcel within T44N, R10W, on Hastings Mesa,

Second Annual Review

**DATE**: April 7, 2021 [Z:\Applications\2018 Spitfire Realty LLC SUP Hastings Mesa\10 Review

Period\BOCC Review Report Spitfire Realty.SUP.Airstrips 040721]

## **Background**

The Board of County Commissioners in February 2019 conditionally approved an Aircraft Landing Areas Special Use Permit for Spitfire Realty, LLC, on Parcel 452120100073, a 418-acre parcel, off CR 58P on Hastings Mesa, zoned Forestry, Agriculture and Open. (BOCC Resolution 2019-005 is attached.) The use of the two natural vegetation-covered airstrips is limited to Mr. Lewis, his immediate family, and one Spitfire employee. Only certain single-engine fixed wing aircraft are permitted and flight operations are limited to a maximum of five (5) flights in and out per calendar year. Flight operations must adhere to certain "flight path protocols", and flights are prohibited before 7 am or after 8 pm and during elk-calving season.

### Review

An annual review of this Special Use Permit was conducted by the San Miguel County Planning Commission and Board of County Commissioners in March 2020. Per the recommendation of the Planning Commission an additional annual review by the CPC and BOCC was added. This review is to occur after the second full calendar year of operations concludes (February 2021).

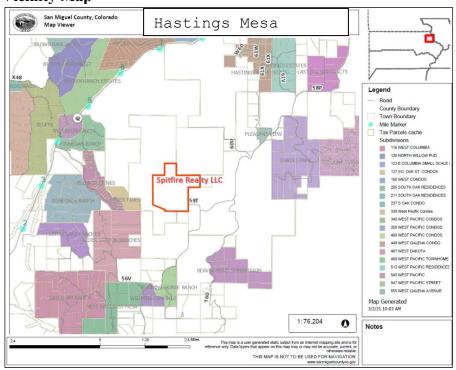
A flight log book, as required for this annual review of the Spitfire Aircraft Landing Areas SUP, (see attached) was submitted by Brad Switzer, Attorney on behalf of Spitfire Realty LLC. Zero (0) aircraft landings and (0) takeoffs were conducted in 2020 due to the Covid-19 pandemic. An inspection and cleanup of the air strips by Switzer in June is the only activity recorded.

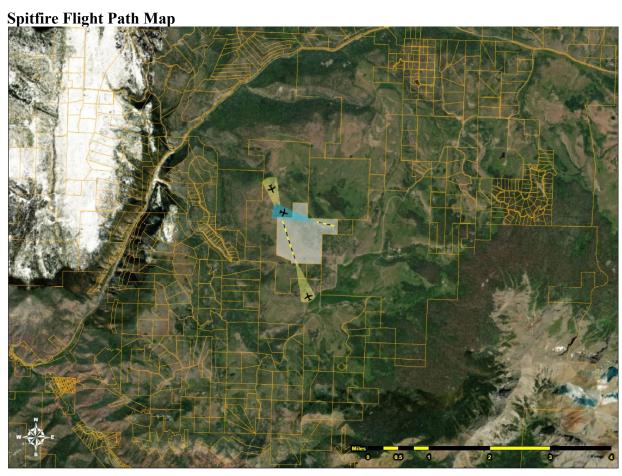
Also, a review memorandum, dated February 15, 2021 was submitted by Switzer (see attached). It illustrates that the conditions of approval set forth in BOCC Resolution #2019-005 (see attached) were satisfied by Spitfire in their second year of flight activities at the two airstrips. Brad noted that this property was listed for sale in 2020, but is not currently listed. A property on Hastings Mesa owned by Spitfire Realty LLC was sold this year. If this property with the airstrip were to be sold, the SUP would not transfer to the new owner. The applicant, however, expects to use the airstrips regularly as allowed by the SUP in 2021.

A helicopter was observed by the public in the vicinity of the airstrips on February 11, 2021. The Spitfire Realty LLC property owner responded in the above memorandum that he was unaware of the helicopter activity. The Spitfire Realty ranch manager reported he has observed a helicopter flying to a neighboring ranch.

Colorado Parks and Wildlife reported no concerns with this SUP. Numerous comments were received from residents of Hastings Mesa, who oppose the Aircraft Landings Areas Special Use Permit, but most did not offer relevant information on current SUP activities. Several neighbors reported no impacts from use of the airstrips.

## Vicinity Map





#### **Public Noticing**

A Meeting Notice was published in the Telluride Daily Planet and in the Norwood Post on Wednesday, March 3, 2021 of the Planning Commission meeting March 11, 2021.

Planning Staff provide email notice dated February 9, 2021 to Hastings Mesa residents, who had previously commented on this SUP application, regarding the annual review of this SUP to be held by the Planning Commission on Thursday, March 11, 2021. The following comments have been received:

- Alan Bradbury, Hastings Mesa, reported no issues with flight activities related to this SUP.
- Ann Siner, Hastings Mesa, encouraged rescission of the SUP.
- <u>David and Carla Mackown, 193 CR 56V</u>, stated there should not be an airport on Hastings Mesa.
- Chris Tamulonis and Chandler Thayer, Cradle Park, stated the SUP should be rescinded.
- Deborah Stevens, Hastings Mesa, commented in favor of rescinding this SUP.
- Glen Pihl, CR 56V, wrote in favor of rescinding the SUP.
- <u>Hill Hastings, Hastings Windhorse Ranch</u>, stated he had no issues with the Special Use Permit.
- Hugh Simon, Lot 3 Hastings Estates, stated he opposes renewal of the SUP.
- <u>Joel Northey, Wolf Cattle</u>, stated the SUP should be rescinded since Spitfire appears to want to move.
- John Uribe, 1775 CR 56V, stated he opposes the authorization of the airstrips on Hastings Mesa.
- <u>Kris Holstrom, Hastings Mesa</u>, reported that she believed she saw a helicopter take off from the subject property.
- Nathan Worswick, Lot 15 Hastings Mesa Estates, stated he supports rescinding of the SUP due to non-use this past year.
- Patrick Kelly and Nancy Heritage, 2930 County Road 56V re-iterated their continued opposition to the granting of the SUP.
- Paul Talmey, Lot 12 West Hastings Mesa, commented that there are minimal impacts from flight activities due to conditions of the SUP and that there is no need for further annual review.
- Peter Kingman, 560 Little Lake Ranch Drive, aka Tract 4, Little Lake Ranches, stated concerns regarding the subject property being offered for sale and potential transfer of the SUP.
- <u>Sally Cruikshank and Jon Davison, Telluride Pines residents</u>, wrote the SUP permit should not be renewed since it sets a bad precedent.
- Marsha Raeber, Lot 7, Hastings Mesa Estates and 127 Telluride Pine, wrote in opposition to the continued operation of the airstrip on Hastings Mesa.

#### **Referral Agencies**

Notice of the Spitfire Realty LLC SUP annual review and today's Planning Commission meeting was sent to **Telluride Regional Airport** and **Colorado Parks and Wildlife** for their comment.

Kelly Crane, Colorado Parks and Wildlife, reported no concerns with this special use permit.

<u>Kenny Maenpa, Telluride Regional Airport Manager,</u> reported no issues with Spitfire's Aircraft Landing Areas special use permit.

#### **County Planning Commission**

The Planning Commission, at its March 11, 2021 meeting, voted 5-0 to recommend to the Board of County Commissioners that no changes be made to flight activities authorized by the Spitfire Realty LLC Aircraft Landing Areas Special Use Permit, but to require an annual review to be held next year. The Planning Commission requested that the helicopter activity reported on February 11, 2021 on Hastings Mesa near the airstrips be investigated by staff.

The activity coordinator for Spitfire Ranch, Amanda Gabrielson, responded to Planning staff's inquiry regarding helicopter usage in an email March 22, 2021. She reported that helicopters have been observed flying to neighboring properties (Hidden Rocks Ranch) on Hastings Mesa and to the Double RL Ranch in Ouray County during the past year, but none were flown to or from the Spitfire Ranch property.

The regulation of airspace and aircraft is by the Federal Aviation Administration. Local and state authorities do not regulate the operation of aircraft including helicopters. Information collected regarding helicopter flight is enclosed.

#### Recommendation

Staff recommends that no changes be made to the flight activities authorized by the Spitfire Realty LLC Aircraft Landing Areas Special Use Permit but to add an additional annual review.

#### Sample Motion:

I move to approve that no changes be made to the flight activities authorized by the Spitfire Realty LLC Aircraft Landing Areas Special Use Permit based on the finding that Spitfire has complied with the Special Use Permit terms and conditions of approval, but to add an additional review by the Planning Commission and Board of County Commissioners to occur after the third full calendar year of operations concludes (February 2022).

## Is there a minimum altitude requirement for aircraft flying over residential areas and school yards?

Airport managers and the Federal Aviation Administration (FAA) would prefer that aircraft did not fly over populated areas. The FAA and airline's policy is to get DEN commercial flights up high.

Helicopters may fly below these minimum altitude requirements if the operation is conducted without hazard to persons or property on the ground.

Local and state authorities **do not** have jurisdiction over airspace regulations and, therefore, **cannot** mandate that aircraft and/or helicopters fly at higher altitudes. Aircraft operating under visual flight rules outside or beneath the FAA Tower's airspace are not required to use air traffic's services and fly unrestricted. A pilot can freely select his or her route and altitude with no restrictions other than those flight rules establishing minimum altitudes for flights over populated areas and required separation distances from clouds and terrain. The Federal Aviation Regulation (FAR) Part 91.119 indicates that, except when necessary for departure or landing, the minimum altitude over urban areas is 1,000 feet above ground level (AGL) and 500 feet AGL over rural areas.

#### Can't you do something about the helicopters?

Typical complaints concerning helicopters tend to be related to the media, with medical flights, or with law enforcement and therefore, **are not** required to maintain any particular altitude. Take notice that most helicopter flights do not originate or terminate at DEN. Helicopters may fly below these minimum altitude requirements if the operation is conducted without hazard to persons or property on the ground

#### **TEX Noise Abatement Program**

TEX strives to be a good neighbor and encourages pilots to utilize the recommended **NBAA Noise Abatement Program** avoiding noise sensitive areas within 5 miles of the airport. All procedures are <u>voluntary</u> as flight patterns are impacted by weather conditions (i.e. winds, temperatures, and visibility). There are no minimum altitude restrictions when departing or landing.

#### MEMORANDUM REGARDING SECOND ANNUAL REVIEW OF

SPECIAL USE PERMIT FOR AIRCRAFT LANDING STRIPS ON PROPERTY OWNED BY SPITFIRE REALTY, LLC
PER SAN MIGUEL COUNTY BOARD OF COMMISSIONERS RESOLUTION NO. 2019-005

TO: SAN MIGUEL COUNTY PLANNING DEPT., PLANNING COMMISSION AND BOARD OF COMMISSIONERS FROM: BRADLEY N. SWITZER, ESQ.

RE: ANNUAL REPORT PER BOCC RESOLUTION NO. 2019-005 (ADOPTED FEB. 20, 2019)

Re: TRUE GRIT SOUTH PRIVATE AIRSTRIPS; F.A.A. CO 95

DATE: FEBRUARY 15, 2021

**Introductory comment**: The 2020-2021 Log Book maintained regarding the use of the True Grit South airstrips has been delivered to the Planning Staff. As is apparent, there have been no flight operations at the airstrips since the last review by the Planning Commission and the BOCC. I personally did an inspection and "tidying up" of small debris (plants and sticks) on the airstrips on June 28, 2020. I took photos of the airstrips from many vantage points and sent them to the landowner. Considering the lack of use, the airstrips were, in my opinion, in remarkable condition and capable of being used by the approved classes of small, single-engine aircraft for which they were approved.

There are a couple of reasons for the lack of operations at the airstrips. However, the primary factor was the Covid-19 pandemic. The landowner, like most Americans, has spent a considerable amount of time "self-quarantined" as directed by the Center for Disease Control and national medical authorities. Travel to Colorado and flying small aircraft to aid in ranching activities or other purposes was not a priority for the landowner nor for his family or employees. With the vaccines now being administered to the general public, and restrictions on travel and other activities being relaxed accordingly, activities on the True Grit South airstrips may become more "normal" as this year progresses. "Normal", of course, means use of the airstrips within the limits and provisions of the current Special Use Permit.

The landowner did have the property listed for sale for brief time in 2020. However, that listing is no longer active, and the owner has no immediate plans to list the property for sale again in the near future. Because the Special Use Permit is not transferrable, even if a sale of the property did occur, the new owner would not have the right to use the airstrips without obtaining a special use permit from San Miguel County.

I saw a comment submitted to the Planning Dept. regarding a helicopter observed in the area of the airstrips on the evening of Feb. 11, 2021. I inquired, and my client has no knowledge whatsoever of helicopter activity on or near the True Grit South airstrips on that date. The ranch manager for True Grit South has, however, at times, observed a helicopter flying in to a neighboring ranch.

#### General Conditions in the S.U.P.:

- 1. The S.U.P. not been transferred to another owner. Spitfire Realty, LLC retains record ownership of the real property upon which the airstrips are located.
- 2. All written representations contained in the SUP application and supplements have been adhered to.

#### Specific Conditions in the S.U.P.:

- 1. The airstrips have not been used by any of the private individuals who are authorized by the terms of the S.U.P.
- 2. From the date of the last review of the S.U.P., there has been no use of the airstrips.
- 3. A copy of the "log book" which has been maintained regarding use of the True Grit South airstrips was previously submitted to Staff of the Land Use Dept. The log book reflects that some inspection and minor clean-up of the airstrips was completed by Brad Switzer on June 28, 2020.
- 4. There has been no fuel stored on the site and no re-fueling of aircraft has taken place on the site.
- 5. No expansion of the airstrips has taken place and no expansion of the existing aircraft hangar has taken place.
- 6. The 418-acre parcel has not been reduced in size nor subdivided.
- 7. A Maintenance Plan was submitted to the Planning Department by Brad Switzer on March 27, 2019, via e-mail at 10:05 a.m.
- 8. There is no request to increase the number of operations, at this time.
- 9. The "Maintenance Plan" submitted to the Planning Dept. on March 27, 2019, remains viable.

Respectfully submitted, Bradley N. Switzer, Attorney for Spitfire Realty, LLC.

		TRUE GRATSOUTH (095)		
DATE	TIME	ACTIVITY	INITIALS	
9/21/19 9/21/19 9/28/19	7 AM ALL DAY	FLY OVER PECONNAMANCE OF AIRSTRIPS (BOTH) MOWING OF LOWER AIRSTRIP	PAULY.	
9/28/19		INSTALLED WIND SPEED / DIRECTION TELL-TALES ON LOWER & WARER AIRSTRIPS - DOCUMENTED W/ PIC.S	} BNS	
10/14/19	9 Am 9:45 Am	LAND-TAKE OFF - PUNNAY 18 N3217V LAND-TAKE OFF - PUNNAY 18 N3217V	PAULP.	MANIE
6/28/2020	8:45 m	INSTERT LOWER AND WODER AIRSTRIPS VIA MOTORBIKE - PHOTOGRAPH AIRSTRIPS AND EMAIL PHOTOS to MR. LEWIS	BNS	M7-260



#### **Re: Spitfire SUP Memorandum**

1 message

Amanda Gabrielson <agabrielson@glaciercap.com>

Mon, Mar 22, 2021 at 9:49 AM

Cc: John Huebner <johnh@sanmiguelcountyco.gov>, Paul Panther <panther.rms@gmail.com>

#### Good morning, John

To clarify, I did not see a helicopter this winter. In a previous winter, Hidden Rocks Ranch used a helicopter to pick up guests according to two of my Hastings Mesa neighbors. Search and Rescue fly over the area quite often and there has been a smaller helicopter I've seen in the past directing its operations in the direction of Double RL Ranch and over Last Dollar Ranch & San Juan Vista Subdivision.

I am responsible for readying all Spitfire properties for any guest visits. There have been no guest visits to any properties on Hastings Mesa since before Thanksgiving. Additionally, I am the liaison for all flight information between Spitfire and Atlantic Aviation in Montrose for all incoming aircraft used by guests. The helicopter has not been in Colorado for the past year.

Let me know if you need any other info.

Amanda Gabrielson CO Properties Coordinator agabrielson@glaciercap.com

Cell: 210-701-2356

On Mar 19, 2021, at 15:09, Brad Switzer < bns@montrose.net> wrote:

Hi, John....

The ranch employee who related the information to me was Amanda Gabrielson; she coordinates various activities on the ranch for the owner, Spitfire, LLC. I am cc'g her on this e-mail to let her know that you would like the additional information. I will leave it up to Ms. Gabrielson to respond to your inquiry.

Regards, Brad S.

Bradley N. Switzer, Esq.

400 South 3rd Street

P.O. Box 816

Montrose, CO 81402

(970) 249-8749

bns@montrose.net

NOTICE: This e-mail message and all attachments transmitted with it may contain legally privileged and confidential information intended solely for the use of the addressee. If the reader of this message is not the intended recipient, you are hereby notified that any reading, dissemination, distribution, copying, or other use of this message or its attachments is strictly prohibited. If you have received this message in error,

please notify the sender immediately by telephone (970-249-8749) and delete this message and all copies and backups thereof. Thank you.

From: John Huebner <johnh@sanmiguelcountyco.gov>

Sent: Friday, March 19, 2021 2:36 PM
To: Brad Switzer <br/>
Subject: Re: Spitfire SUP Memorandum

Hi Brad,

In your attached memorandum you noted "The ranch manager for True Grit South has, however, at times, observed a helicopter flying into a neighboring ranch." Do you know the property name or location? I am trying to provide this information in our presentation to the BOCC on the 7th. Thanks.

John

#### John Huebner

Senior Planner

San Miguel County P:970-728-3083

333 W Colorado Ave, 3rd Flr

Telluride, CO 81435

www.sanmiguelcountyco.gov

For information about San Miguel County's response to COVID-19 (Coronavirus), please visit https://www.sanmiguelcountyco.gov/590/Coronavirus

On Wed, Feb 17, 2021 at 4:02 PM Brad Switzer <br/>
<a href="mailto:bns@montrose.net">bns@montrose.net</a>> wrote:

Hi, John:

I previously sent you, via e-mail, the "Airstrip Log Book" relating to the airstrips which are the subject of the S.U.P. approved by BOCC Resolution No. 2019-005.

Attached hereto is a Memorandum for the 2021 Annual Review of the S.U.P. by the CPC and the BOCC. If you determine any information is lacking, please let me know and I will attempt to provide it to you asap.

I have the March 11, 2021 Planning Commission meeting, at 9 a.m., on my calendar. And I have the Zoom link in order that I will be in attendance electronically.

457410
Page 1 of 21
SAN MIGUEL COUNTY, CO
STEPHANNIE VAN DAMME, CLERK-RECORDER
02-28-2019 08:00 AM Recording Fee \$0.00

# RESOLUTION OF THE BOARD OF COMMISSIONERS, SAN MIGUEL COUNTY, COLORADO, CONDITIONALLY APPROVING AN AIRCRAFT LANDING AREAS SPECIAL USE PERMIT, IN THE FORESTRY, AGRICULTURE AND OPEN ZONE DISTRICT, FOR SPITFIRE REALTY, LLC ON HASTINGS MESA

#### Resolution 2019-005

WHEREAS, the San Miguel County Board of Commissioners (BOCC) approved a Special Use Permit in 1993 (BOCC Resolution #1993-35, Reception #284842) issued specifically to Todd Wilson, authorizing his personal, non-commercial use of two airstrips on his property on Hastings Mesa that existed prior to the March 4, 1993 adoption of County Land Use Code Section 5-307 F. IX., Aircraft Landing Areas, requiring special use permit (SUP) approval. The 1993 approval allowed four flights per day, between sunrise and sunset only, and no expansion of the airstrips or the existing single-plane hangar. In 1994 (BOCC Resolution #1994-64, Reception #295889), the SUP was amended to allow for the use of the airstrips by Todd Wilson and his invitees. In 2004 (BOCC Resolution 2004-25, Reception #369242), the Permit was transferred from Todd Wilson, individually, to a limited liability company, Hastings Landing, LLC to reduce his personal liability exposure. The Special Use Permit was non-transferrable and did not run with the land;

**WHEREAS**, on December 28, 2015 Todd Wilson sold the subject property to Julie Morrison effectively terminating the SUP for the airstrips. On July 3, 2018 Spitfire Realty, LLC acquired the subject approximately 418-acre (as identified by the San Miguel County Assessor) parcel from, Julie Morrison;

WHEREAS, Bradley Switzer, Attorney, on behalf of Spitfire Realty, LLC, (Applicant), owner of a 418-acre parcel in the Forestry, Agriculture & Open (F) Zone District, located off CR 59T and CR 58P (Last Dollar Road) on Hastings Mesa and more particularly described as shown on Exhibit A, Legal Description, submitted an application on October 8, 2018 seeking an Aircraft Landing Areas Special Use Permit to allow Spitfire Realty LLC to use two existing natural vegetation-covered airstrips for limited personal use only on the subject property, limited to the "day light" hours between 7 a.m. and 8 p.m.;

WHEREAS, Aircraft Landing Areas are specifically listed in LUC Section 5-307 F. VIII. as a Use Allowed Subject to Two-step Special Use Permit Review, i.e. review and recommendation by the Planning Commission and review and action by Board of County Commissioners. Special Uses are subject to the review standards contained in LUC Section 5-10 Special Uses. The standards include reviewing the proposed use(s) to determine if they are consistent with and compatible with the Character of the Neighborhood and surrounding land uses. The Special Use review standards also include the minimization of adverse impacts on the neighboring properties, e.g. traffic, noise, trash or other impactful activities;

WHEREAS, the SUP application was referred to the County Attorney, the County Road & Bridge Director, Colorado Parks and Wildlife (CPW), the Telluride Regional Airport Authority (TRAA), the Federal Aviation Administration (FAA), San Juan Vista Landowners Association,

BOCC Resolution 2019-005/Page 1

Hastings Mesa Estates Homeowners Association, Old Elam Ranch Homeowners Association, and Telluride Pines Homeowners Association for review and comment;

WHEREAS, the Applicant sent Notice of the application and the County Planning Commission (CPC) Public meeting to be held on November 14, 2018 to all property owners within 500 feet of the subject parcel, and signs were posted on the property near CR 58P noticing the proposed use and the CPC meeting to be held on November 14, 2018;

WHEREAS, at its regular meeting held on Wednesday, November 14, 2018 following its review of this application, referral comments, and public comments provided prior to and during this public meeting, the County Planning Commission (CPC) continued its consideration of this SUP to its regular meeting on December 12, 2018;

WHEREAS, at its regular meeting held on Wednesday December 12, 2018 following its consideration of this application, referral comments and public comments provided prior to and during this public meeting, the County Planning Commission (CPC) recommended approval (Vote 4-1) of the application and use of the Aircraft Landing Areas as proposed in the application and supplements subject to specific recommended terms and conditions. In making its motion the CPC made finding that the Spitfire Realty LLC Aircraft Landing Areas Special Use Permit application is consistent with and complies with the review standards in LUC Section 5-1002 A. I. thru VI. Consistency with Master Plan, Land Use Policies, Zone District and Neighborhood and 5-1002 B. Impacts on the surrounding area. The CPC also stated that it's finding that this is a compatible use with the neighborhood as the conditions currently stand is not meant to imply that future increase in use or further development of the airstrips would be compatible because of having found it compatible at this point with LUC Section 5-1002 A. I. thru VI.

WHEREAS, the CPC's recommended terms and conditions of approval of the Spitfire Realty LLC Aircraft Landing Areas Special Use Permit application are set forth in the minutes from the December 12, 2018 CPC meeting;

WHEREAS, the Applicant sent Notice of the proposed application and the Board of County Commissioner (BOCC) Public Hearing to be held on Wednesday, February 20, 2019 to all property owners within 500 feet of the subject parcel and to additional property owners on Hastings Mesa that were identified by the Planning Department, and signs were posted near the property on CR 58P noticing the proposed use and the BOCC Public Hearing to be held on February 20, 2019;

WHEREAS, a Public Hearing Notice for the proposed SUP application and the Board of County Commissioners meeting to be held on February 20, 2019 was published in the Norwood Post and the Telluride Daily Planet on January 30, 2019;

**WHEREAS**, a list of the items included in the Public Hearing Record is attached to this resolution as Exhibit "B";

**WHEREAS,** the Board of Commissioners of San Miguel County, Colorado, considered this application, along with relevant evidence and testimony, at a public hearing in Telluride on Wednesday, February 20, 2019.

NOW, THEREFORE, BE IT RESOLVED that the Board of Commissioners of San Miguel County, Colorado, approves the Spitfire Realty LLC Special Use Permit to authorize use of the two Aircraft Landing Areas on a 418-acre Parcel within T44N, R10W, on Hastings Mesa and making the finding that the SUP application and supplements and use of the aircraft landing areas as proposed in the application and supplements are consistent with and comply with the review standards in LUC Section 5-1002 A. I. thru VI. Consistency with Master Plan, Land Use Policies, Zone District and Neighborhood and 5-1002 B. Impacts on the surrounding area, subject to the following terms and conditions (the terms Aircraft Landing Areas, & airstrips have been used interchangeably) and to state for the record that the Board of County Commissioners in making the finding that this is a compatible use with the neighborhood as the conditions currently stand is not meant to imply that future increase in use or further development of the airstrips would be compatible because of having found it compatible at this point with the statement of finding.

#### **General Conditions:**

- 1. This SUP is granted specifically to the applicant and/or owner, does not run with the land, and is not transferable to another owner.
- 2. The SUP approval is subject to all written representations in the SUP application to include all written supplements unless modified or made more restrictive by the BOCC terms and conditions of approval.

#### **Specific Conditions:**

- 3. Only private use of these airstrips shall be allowed. There shall be no public use of these airstrips. The use of these airstrips shall be limited to Mr. Lewis, a single Spitfire Realty LLC, employee residing in Montrose/San Miguel County and Mr. Lewis's immediate family (Mr. Lewis has 2 daughters who are pilots).
- 4. The Owner shall limit total use of the two airstrips to a maximum number of five (5) flights in and out (ten [10] total operations), per calendar year. Use of the airstrips is prohibited during Elk-Calving season [May 20<sup>th</sup>-June 10<sup>th</sup>]as determined by Colorado Parks and Wildlife.
- 5. The type of single-engine, fixed wing aircraft that is allowed to fly in and out of these airstrips shall be limited to FAA Category F "Small Aircraft" weighing less than 12,500 lbs. e.g. Cessna 185, Pilatus PC6, Carbon Cub, Cessna Caravan, and Aviat Husky). These Aircraft Landing Areas shall not be used to fly vintage military aircraft or helicopters in and out of these airstrips.
- 6. Flight Operations to and from these Aircraft Landings Areas shall not occur before 7 a.m. or after 8 p.m. and at no time of the year shall flights take place prior to sunrise or after sunset. Any use of these airstrips will be limited to "daylight" hours, and not after 8 p.m.
- 7. All aircraft using these airstrips shall follow the revised "flight path protocol" submitted by the Applicant on November 26, 2018. All aircraft using these Aircraft Landings Areas

- shall maintain a minimum flight level of five hundred (500) feet over Hastings Mesa, except on take-off and landing.
- 8. The owner shall keep and maintain a "log book" of all flights into and out of these airstrips. The owner shall provide the San Miguel County Planning office a copy of the log book information annually to confirm that the persons using these airstrips, the type of plane(s) and the number of operations comply with the terms and conditions of the SUP approval. The log book shall be submitted to the County by January 31 of each year or within thirty (30) days of the tenth (10th) flight operation, whichever comes first. The information in the log book shall include but is not limited to date, time, name of pilot and type of plane for each operation.
- 9. There will be no fuel stored at the site and there will be no refueling of aircraft at these Aircraft Landing Areas. Re-fueling shall be confined to Montrose or Telluride regional airports or other FAA recognized/regulated airports.
- 10. No expansion of either of these two Aircraft Landing Areas or the existing single-plane hangar is allowed.
- 11. The subject 418-acre parcel owned by Spitfire Realty shall not be reduced in size or subdivided while the SUP allowing the use of these two (2) Aircraft Landing Areas is in force and effect.
- 12. A maintenance plan to bring the airstrip(s) back to working condition shall be presented to the Planning Department for review and approval.
- 13. Any request to increase the number of flight operations or modify the conditions of this approval shall be considered a Substantial Amendment and shall be reviewed subject to the Land Development Code requirements and process for an Aircraft Landing Area in effect at the time of the application for such amendment.
- 14. The Applicant may terminate this Special Use Permit by submitting written notification to the Planning Director. The Notice of Termination shall be recorded in the records of the San Miguel County Clerk and Recorder. The Planning Director shall transmit a copy of the notice to the Board of County Commissioners. Upon Notice of Termination, the airstrips will cease to be used and there will be no further flight operations, whereupon the limitation on subdivision or reduction in the size of parcels shall no longer be in effect.

#### **Review Period:**

There shall be an annual review after the first full calendar year of operation (February 2020). Prior to this annual review by the Planning Commission, Notice will be provided to the neighbors and individuals who have commented on this SUP application, to include the San Juan Vista Landowners Association, Hastings Mesa Estates Homeowners Association, Old Elam Ranch Homeowners Association, and Telluride Pines Homeowners Association, prior to the scheduled public meeting so they may make their support, questions or concerns known to the CPC and BOCC. The CPC shall then make its recommendation to the BOCC as to any recommended changes to the approved SUP, if any.

The BOCC may then take action to allow the uses to continue as approved, add conditions, reduce the allowed uses/frequency of uses, or even revoke the SUP for non-compliance with

terms and conditions of approval or if there are unintended substantial impacts to residential areas on Hastings Mesa. As a part of its consideration the BOCC may make a determination in its discretion if there is a need for additional on-going annual reviews, or periodic reviews of the terms and conditions of the SUP in the future or not.

DONE AND APPROVED by the Board of County Commissioners of San Miguel County, Colorado, on 465. 27, 2019.

SAN MIGUEL COUNTY, COLORADO BOARD OF COUNTY COMMISSIONERS

Kris Holstrom, Chair

Vote:

Hilary Cooper

<u>Aye</u> Nay

Abstain A

Kris Holstrom Lance Waring

Aye <u>Nay</u> Aye Nay Abstain Absent

ATTEST:

By: Carmen Warfield, Chief Deputy Clerk

EXHIBIT "A" Legal Description, and

EXHIBIT "B"- Public Hearing Record list are attached to this resolution

[text/word/ spitfire.realty.aircraft.landing.areas.sup.reso]

Property in Township 44 North Range 10 West of the New Mexico Principal Meridian described as Follows:

Section 17: SE1/4SE1/4;

Section 20: NE1/4, NE1/4SE1/4 and a Tract of land in the NW1/4SE1/4 described as follows: Beginning at the Northwest corner of said NW1/4SE1/4,

Then running East along the North Boundary line of said NW1/4SE1/4 1320 feet to the Northeast corner of said NW1/4SE1/4,

Then South along the East boundary line of said NW1/4SE1/4 1050 feet,

Then Northwesterly to a point on the West boundary line of said NW1/4SE1/4, which point is 427 feet South of the Point of Beginning.

Then North along the West boundary line of said NW1/4SE1/4 427 feet to the Point of Beginning;

Section 21: W1/2NW1/4, NE1/4NW1/4 and the NW1/4SW1/4;

All in the County of San Miguel, State of Colorado

Public Hearing Record

Board of County Commissioners Application: Spitfire Realty LLC

Special Use Permit: Aircraft Landing Areas, Forestry, Agricultural, Open (F)

Zone District

Date:

February 20, 2019

- 1. San Miguel County Land Use Code (Adopted 11/30/90) with all amendments to date (By Reference Only).
- 2. San Miguel County Comprehensive Development Plan (Adopted 8/3/78) with all amendments to date (By Reference Only).
- 3. Memorandum to the San Miguel County Board of Commissioners from Mike Rozycki, County Planning Director dated February 20, 2019.
- 4. San Miguel County Land Use Code Application Review Standards: Section 5-307 F. VIII Aircraft Landing Areas and Section 5-10: Special Uses.
- 5. SMC Maps of Telluride Airport Vicinity, Wildlife Areas, updated Comments received, and Residential Areas.
- 6. Public Hearing Notice published in the Norwood Post and Telluride Daily Planet on January 30, 2019.
- 7. Draft Minutes of the December 12, 2018, 2018 County Planning Commission meeting.
- 8. Memorandum to the San Miguel County Planning Commission from Mike Rozycki, County Planning Director dated December 12, 2018.
- 9. Draft Minutes of the November 14, 2018, 2018 County Planning Commission meeting.
- 10. Memorandum to the San Miguel County Planning Commission from Mike Rozycki, County Planning Director dated November 14, 2018.
- 11. Board of County Commissioner Resolution(s) 1993-35 "Approving a Special Use Permit for Todd Wilson for Two Airstrips on a 422-acre parcel in Sections 17, 20 and 21, T44N, R10W, NMPM, On Hastings Mesa"; 1994-64 "Correcting Resolution #1993-35"; and 2004-25 "Amending Resolution 1994-64 to Allow Todd Wilson to Transfer the Special Use Permit to a Limited Liability Company."
- 12. Application submitted by Spitfire Realty, LLC received October 8, 2018, and amendments to application received November 7, 2018.
- 13. Applicant's "Certification of Compliance with the Public Noticing Requirements" of County Land Use Code Section 3-9 dated October 22, 2018 and January 28, 2019.

- 14. Certification of Application Completeness from John Huebner, Associate Planner, to Bradley N. Switzer, Attorney, Applicant representative, dated October 9, 2018.
- 15. Web pages from www.stopspitfire.com received from Brad Switzer to BOCC.
- 16. Email and Packet materials received from Brad Switzer to Mike Rozycki and John Huebner dated February 19, 2019.
- 17. Email and attached Photos received from Brad Switzer to Mike Rozycki and John Huebner dated February 19, 2019.
- 18. Email received from Brad Switzer to Mike Rozycki dated February 18, 2019.
- 19. Email received from Brad Switzer to Mike Rozycki dated February 18, 2019.
- 20. Email received from Brad Switzer to Mike Rozycki dated February 13, 2019.
- 21. Email received from Brad Switzer to Mike Rozycki dated February 13, 2019.
- 22. Email received from Brad Switzer to Mike Rozycki dated January 14, 2019.
- 23. Email from Mike Rozycki to Brad Switzer dated January 10, 2019.
- 24. Email from Mike Rozycki to Brad Switzer dated January 3, 2019.
- 25. Email received from Brad Switzer to Mike Rozycki dated January 3, 2019.
- 26. Email from Mike Rozycki to Brad Switzer dated December 19, 2018
- 27. Email received from Brad Switzer to Mike Rozycki dated December 4, 2018.
- 28. Email(s) received from Brad Switzer to Mike Rozycki dated December 11, 2018.
- 29. Email and Letter from Mike Rozycki to Brad Switzer dated November 16, 2018.
- 30. Email received from Brad Switzer to Mike Rozycki and John Huebner dated November 26, 2018.
- 31. Email(s) received from Brad Switzer to Mike Rozycki and John Huebner dated November 29, 2018.
- 32. Email from Mike Rozycki to Brad Switzer dated December 3, 2018.
- 33. Email received from Brad Switzer to Mike Rozycki dated December 3, 2018.

- 34. Email(s) received from Brad Switzer, Attorney at Law, Applicant to Mike Rozycki and John Huebner dated November 12, 2018.
- 35. Email from Mike Rozycki to Brad Switzer, Attorney at Law, Applicant dated November 12, 2018.
- 36. Email received from John Huebner to Brad Switzer, Attorney at Law, Applicant dated November 13, 2018.
- 37. Email received from Brad Switzer to Mike Rozycki and John Huebner, dated November 7, 2018.
- 38. Email received from Brad Switzer to Mike Rozycki, dated November 7, 2018
- 39. Email from Mike Rozycki, to Brad Switzer, et al. dated November 7, 2018
- 40. Email received from Brad Switzer, Attorney at Law, Applicant to Mike Rozycki and John Huebner dated November 12, 2018.
- 41. Email received from Brad Switzer, Attorney at Law, Applicant to Mike Rozycki dated November 8, 2018.
- 42. Email received from Brad Switzer to Mike Rozycki, et al. dated November 2, 2018.
- 43. Email from Mike Rozycki, to Brad Switzer, et al. dated October 31, 2018.

#### AGENCY COMMENTS

- 44. Memorandum from John Huebner, Associate Planner to Referral Agencies dated October 9, 2018.
- 45. Email from Mike Rozycki, to Kelly Crane, Colorado Parks and Wildlife, dated December 10, 2018.
- 46. Letter received from Kelly Crane, District Wildlife Manager, Colorado Parks and Wildlife, to Mike Rozycki dated November 8, 2018.
- 47. Email received from Kelly Crane, District Wildlife Manager, Colorado Parks and Wildlife to Mike Rozycki dated November 13, 2018.
- 48. Email from Mike Rozycki to Brad Switzer dated November 12, 2018 and Email from Kenny Maenpa to Mike Rozycki dated November 12, 2018.
- 49. Email from Mike Rozycki to Kenny E. Maenpa dated November 8, 2018.
- 50. Letter received from Kelly Crane, CPW, to Mike Rozycki dated November 29, 2018.

- 51. Email from Mike Rozycki, to Kelly Crane, Colorado Parks and Wildlife, dated November 6, 2018.
- 52. Email from Mike Rozycki, to Kelly Crane, Colorado Parks and Wildlife, dated October 31, 2018.
- 53. Email from Kelly Crane, District Wildlife Manager, Colorado Parks and Wildlife, to John Huebner dated October 10, 2018.
- 54. Email from Kenny E. Maenpa, CM / Telluride Airport/FBO Manager, to John Huebner dated October 31, 2018.
- 55. Telluride Regional Airport Noise Abatement Policy dated January 15, 2015.

#### **PUBLIC COMMENTS**

- 56. Email received from Jeffrey Conklin, Karp Neu Hanton Attorney, on behalf of Wolf Land Company, Hastings Mesa to Board of County Commissioners (BOCC) dated February 20, 2019.
- 57. Email received from Mary Hart Harris, Alder Canyon Ranches resident to BOCC dated February 20, 2019.
- 58. Email received from Erik Fallenius, County resident to BOCC dated February 7, 2019.
- 59. Emails received from Kory Cornum, County resident to BOCC dated February 19, 2019.
- 60. Email received from Lucas Price, County resident to BOCC dated February 19, 2019.
- 61. Email received from Gary Buonanno, to BOCC dated February 19, 2019.
- 62. Email received from Steve Dunn, Hastings Mesa Estates resident to BOCC dated February 19, 2019.
- 63. Email received from Bonnie Carson, Hastings Mesa Estates resident to BOCC dated February 19, 2019.
- 64. Email received from Dianne Muntean, Telluride Pines resident to BOCC dated February 19, 2019.
- 65. Email received from Anne Carroll, Telluride Pines resident to BOCC dated February 18, 2019.
- 66. Email received from Bryan Dow, County resident to BOCC dated February 17, 2019.

- 67. Email received from Peter Kingman, Hastings Mesa resident to BOCC dated February 17, 2019.
- 68. Email received from Debbie Stevens, Alder Canyon Ranches resident to BOCC dated February 17, 2019.
- 69. Email received from Tony Kalyk, County resident to BOCC dated February 16, 2019.
- 70. Email received from Bill Burgess, County resident to BOCC dated February 16, 2019.
- 71. Email received from Todd Wilson, airstrip creator and original permit holder to BOCC dated February 15, 2019.
- 72. Email received from Hastings Padua, Hastings Mesa resident to BOCC dated February 15, 2019.
- 73. Email received from Tony Lee, Hastings Mesa resident to BOCC dated February 15, 2019.
- 74. Email received from Chandler Tamulonis, Hastings Mesa resident to BOCC dated February 15, 2019.
- 75. Emails received from Jody & Steve Van Stratt, County resident to BOCC dated February 15, 2019.
- 76. Email received from James Harris to BOCC dated February 15, 2019.
- 77. Email received from Emily Haight, County resident to BOCC dated February 14, 2019.
- 78. Email received from Russell Montgomery, County resident to BOCC dated February 14, 2019.
- 79. Emails received from Molly Overly, County resident to BOCC dated February 13, 2019.
- 80. Email received from John Dotson, County resident to BOCC dated February 13, 2019.
- 81. Email received from John Dotson, County resident to BOCC dated February 13, 2019.
- 82. Email received from Bernard Krabacher to BOCC dated February 12, 2019.
- 83. Email received from Janice Zink, County resident to BOCC dated February 12, 2019.
- 84. Email received from Steve Hilbert, County resident to BOCC dated February 12, 2019.
- 85. Letter received from S. Kent Karber, Attorney, for Hidden Rocks Ranch to BOCC dated February 12, 2019.

- 86. Letter received from S. Kent Karber, Attorney, for Hidden Rocks Ranch to BOCC dated February 12, 2019
- 87. Letter received from Deborah and Dalen Stevens, Alder Canyon Ranches resident to BOCC dated February 11, 2019.
- 88. Letter received from Thomas L. LeClaire, Lot 10 The Bluffs to BOCC dated February 11, 2019.
- 89. Email received from Cathy and Mark Carlson, Hastings Mesa resident to BOCC dated February 10, 2019.
- 90. Email received from Trevor L. James, Hastings Mesa resident to BOCC dated February 10, 2019.
- 91. Email received from Karen James, Hastings Mesa resident to BOCC dated February 10, 2019.
- 92. Email received from Patrick Kelly & Nancy Heritage, Hastings Mesa resident to BOCC dated February 8, 2019.
- 93. Email received from Wendy Brooks, County resident to BOCC dated February 11, 2019.
- 94. Email received from Douglass Tooley, County resident to BOCC dated February 11, 2019.
- 95. Email received from Harold Rosenbilt to BOCC dated February 11, 2019.
- 96. Email received from Erika Zavaleta to BOCC dated February 11, 2019.
- 97. Email received from Russell Tershy to BOCC dated February 11, 2019.
- 98. Email received from Navia Tershy to BOCC dated February 11, 2019.
- 99. Email received from Trish O'Donoghue to BOCC dated February 11, 2019.
- 100. Email received from Mary Woodland, County resident, to BOCC dated February 11, 2019.
- 101. Email received from Tristan Hodges, County resident, to BOCC dated February 11, 2019.
- 102. Email received from Patricia McIntosh, County resident, to BOCC dated February 11, 2019.

- 103. Email received from Richard Rajca, County resident, to BOCC dated February 11, 2019.
- 104. Email received from Victor Major, County resident, to BOCC dated February 11, 2019.
- 105. Email received from Adrian Sokolowski, County resident, to BOCC dated February 11, 2019.
- 106. Email received from Tom Sokolowski, County resident, to BOCC dated February 11, 2019.
- 107. Email received from Lisa Knight, Hastings Mesa resident, to BOCC dated February 10, 2019.
- 108. Email received from Tom Abbott, County resident, to BOCC dated February 10, 2019.
- 109. Email received from Heath Down, Hastings Mesa resident, to BOCC dated February 10, 2019.
- 110. Email received from Jared Smith, County resident, to BOCC dated February 10, 2019.
- 111. Email received from Kori Rehnborg, Hastings Mesa resident, to BOCC dated February 10, 2019.
- 112. Email received from Jan Chappel, County resident, to BOCC dated February 10, 2019.
- 113. Email received from Michael Bugg, County resident, to BOCC dated February 10, 2019.
- 114. Email received from Jeff Butler, County resident, to BOCC dated February 10, 2019.
- 115. Email received from Marsha Bailey, County resident, to BOCC dated February 10, 2019.
- 116. Email received from Christofer Drew, County resident, to BOCC dated February 10, 2019
- 117. Email received from Isabel KcKenzie, County resident, to BOCC dated February 9, 2019.
- 118. Email received from Mark Plantz, San Juan Vista resident, to BOCC dated February 9, 2019.
- 119. Email received from Alexander Kulpecz, County resident, to BOCC dated February 9, 2019.
- 120. Email received from Erika Builder, County resident, to BOCC dated February 9, 2019.

- 121. Email received from Steve Kean, County resident, to BOCC dated February 9, 2019.
- 122. Email received from Sandy Roth, County resident, to BOCC dated February 9, 2019.
- 123. Email received from Alex Conlan, County resident, to BOCC dated February 9, 2019.
- 124. Email received from Evan MacMillan, Hastings Mesa Estates resident, to BOCC dated February 9, 2019.
- 125. Email received from David MacMillan, Hastings Mesa Estates resident, to BOCC dated February 8, 2019.
- 126. Email received from Michael Zivian, County resident, to BOCC dated February 8, 2019.
- 127. Email received from David Brown, County resident, to BOCC dated February 8, 2019.
- 128. Email received from Debbie Feste, County resident, to BOCC dated February 8, 2019.
- 129. Email received from Anthony Kalyk, County resident, to BOCC dated February 8, 2019.
- 130. Email received from Alexander Potterton, County resident, to BOCC dated February 8, 2019.
- 131. Email received from Hana Satta, County resident, to BOCC dated February 8, 2019.
- 132. Email received from Markus Schenk, County resident, to BOCC dated February 7, 2019.
- 133. Email received from Susie St. Onge, County resident, to BOCC dated February 7, 2019.
- 134. Email received from Peter Szymkowicz, County resident, to BOCC dated February 7, 2019.
- 135. Email received from B Kallas, County resident, to BOCC dated February 7, 2019.
- 136. Email received from Adam Sherman, County resident, to BOCC dated February 7, 2019.
- 137. Email received from Laurie Roddick, County resident, to BOCC dated February 7, 2019.
- 138. Email received from Stacey Wright, County resident, to BOCC dated February 7, 2019.
- 139. Email received from Miriam McCarthy, County resident, to BOCC dated February 6, 2019.
- 140. Email received from Jenny Russell, County resident, to BOCC dated February 6, 2019.

- 141. Mailer received from www.stopspitfire.com to Planning Department dated February 6, 2019.
- 142. Email received from Lonny Miller, Telluride Pines resident, to John Huebner dated February 4, 2019.
- 143. Email received from Sherry Brieske, Telluride Pines resident, to John Huebner dated February 4, 2019.
- 144. Email received from Jon Davision, Telluride Pines resident, to John Huebner dated February 4, 2019.
- 145. Email(s) received from Joseph Sohm, Aspen View Ranch, Hastings Mesa to John Huebner dated January 17 & 19, 2019.
- 146. Email and Letter received from Lexi Tuddenham, Sheep Mountain Alliance Executive Director dated January 14, 2019.
- 147. Email received from Alan Bradbury, Hastings Mesa landowner, to Kris Holstrom dated January 9, 2019.
- 148. Email received from Heather and Roland Deneault, Lot 109 Telluride Pines, to Mike Rozycki dated December 11, 2018.
- 149. Email received from Robert and Gisele Bode, HWY62 & CR48, to Mike Rozycki dated December 10, 2018.
- 150. Email received Deborah Stevens, 1401 CR 56V, Hastings Mesa, to John Huebner dated December 10, 2018.
- 151. Email received from Marsha Raeber, Lot 7, Alder Canyon Ranches, to John Huebner dated December 8, 2018.
- 152. Email and Attachment received from Bonnie Carson to John Huebner dated December 7, 2018.
- 153. Email(s) received from Steven Guidorzi, 1541 CR 60U, Placerville, CO 81430 to John Huebner dated December 4, 2018.
- 154. Email from Nathan Worswick, Lot 15 Hastings Mesa Estates, to Brad Switzer, Applicant dated November 6, 2018.
- 155. Email from Kristen Hughes, Lot 19B Hastings Mesa Estates, to Mike Rozycki and John Huebner dated November 5, 2018.

- 156. Email and Attachment received from Brad Switzer on behalf of Frank and Denise Ames to SMC Planning Department dated November 5, 2018
- 157. Email from Mike Rozycki to Deborah Stevens, 1401 CR 56V, Hastings Mesa, dated November 5, 2018.
- 158. Email from Deborah Stevens, 1401 CR 56V, Hastings Mesa, to John Huebner dated November 4, 2018.
- 159. Emails between Mike Rozycki and Deborah Stevens, 1401 CR 56V, Hastings Mesa, dated November 2, 2018.
- 160. Letter received from Sarah Center, Lot 11, Hastings Estates, to John Huebner dated November 2, 2018.
- 161. Email received from Karen Barnett, Hastings Mesa property owner, to John Huebner dated November 2, 2018.
- 162. Email received from Ron Benson, 23 Lake Road, Hastings Mesa, to John Huebner dated November 2, 2018.
- 163. Email received from Lisa Knight (via Mary Bartko email) to John Huebner dated November 1, 2018.
- 164. Email received from Lisa Knight (via Mary Bartko email) to John Huebner dated November 1, 2018; and attached Letter to the San Miguel County Commissioners dated December 2, 1992.
- 165. Email and Letter received from Dan and Nathania Elder, 196 Blue Grouse Drive, Hastings Mesa to the County Planning Commission dated November 1, 2018.
- 166. Email and Attachment received from Brad Switzer on behalf of The Flowers Family Ranch LLLP to SMC Planning Department dated November 1, 2018.
- 167. Letter received from Paul and Nancy Talmey to John Huebner dated November 1, 2018.
- 168. Email(s) and Attachment received from Brad Switzer on behalf of Downs Family Trusts (Diane Downs) to SMC Planning Department dated November 1, 2018.
- 169. Letter received from Deborah Stevens, 1401 CR 56V, Hastings Mesa, to SMC Planning Department dated October 31, 2018.
- 170. Emails between Deborah Stevens, 1401 CR 56V, Hastings Mesa, and John Huebner dated October 31, 2018.

- 171. Email received from Alan Bradbury, Hastings Mesa landowner, to John Huebner dated October 30, 2018.
- 172. Email(s) and Attachment received from Brad Switzer on behalf of Orlo and Myriam Dietrich to SMC Planning Department dated October 30, 2018.
- 173. Email from Carol Hiatt, Hastings Mesa Estates, to John Huebner dated October 30, 2018.
- 174. Email from Candace and Thomas Grogan, 371 Blue Sky Drive, Hastings Mesa, to John Huebner dated October 30, 2018.
- 175. Email from Mark Nicholson, Hastings Mesa Estates, to John Huebner dated October 30, 2018.
- 176. Emails between Nathan Worswick, Lot 15 Hasting Mesa Estates, to John Huebner dated October 30, 2018.
- 177. Email from Jerry C P Yin, Hastings Mesa Estates, to John Huebner and others dated October 29, 2018.
- 178. Email(s) and Attachment received from Brad Switzer on behalf of Joe and Annie Ryan to SMC Planning Department dated October 29, 2018.
- 179. Email from Susanna Remec, Lot 19C, Hastings Mesa Estates, to John Huebner dated October 29, 2018.
- 180. Email(s) and Attachment received from Brad Switzer on behalf of JATS Land and Cattle LLLP to SMC Planning Department dated October 26, 2018.
- 181. Email from Steve Dunn, Lot 19A, Hastings Mesa Estates, to County staff and Commissioners dated October 26, 2018.
- 182. Emails between Steve Dunn, Lot 19A, Hastings Mesa Estates, and John Huebner dated October 19, 2018.
- 183. Email from Fred and Cheryle Stemmler, Hastings Mesa, to John Huebner dated October 23, 2018.
- 184. Email from Thomas and Margaret Miller, Lot 13B, Hastings Mesa Estates, to John Huebner dated October 23, 2018.
- 185. Email(s) and Attachment received from Brad Switzer on behalf of Beverly and Wayne Brown to SMC Planning Department dated October 23, 2018.

- 186. Email from Patrick Kelly/Nancy Heritage, 2930 CR 56V, to SMC Planning Commission dated October 18, 2018.
- 187. Email(s) and Attachment received from Brad Switzer on behalf of Alan Heath, Alder Creek Sunset Partnership/Heath Ranch, to John Huebner dated October 17, 2018.
- 188. Email(s) and Attachment received from Brad Switzer on behalf of Ann Siner to SMC Planning Department dated October 16, 2018.
- 189. Email(s) and Attachment received from Brad Switzer on behalf of State Land Board to SMC Planning Department dated October 16, 2018.
- 190. Email from Hugh Simon, Lot 3 Hastings Estates to John Huebner dated October 15, 2018.
- 191. Email from Bonnie and Scott Carson, 48 Short Street, Hastings Mesa Estates, to John Huebner and Mike Rozycki dated October 14, 2018.
- 192. Email from Drew LeCompte, Hastings Mesa to John Huebner dated October 13, 2018.
- 193. Email from Carla and Dave McKown, Hastings Mesa to John Huebner dated October 13, 2018.
- 194. Email received from Jonathan Fike, Telluride Pines, to Mike Rozycki dated November 8, 2018.
- 195. Email received from Sally Cruikshank, Hastings Mesa, to Mike Rozycki dated November 8, 2018.
- 196. Email received from Sally Cruikshank, Hastings Mesa, to Mike Rozycki dated November 9, 2018.
- 197. Email received from Carla Mackown, Finnegan Ranch, corner of CR 56V and CR SH62, to John Huebner dated November 9, 2018.
- 198. Email received from Fred and Cheryle Stemmler, Hastings Mesa, to John Huebner dated November 8, 2018.
- 199. Email received from Fred and Cheryle Stemmler, Hastings Mesa, to John Huebner dated November 10, 2018.
- 200. Email received from Jerry C P Yin, Hastings Mesa Estates, to John Huebner dated November 8, 2018.
- 201. Email received from Jerry C P Yin, Hastings Mesa Estates, to John Huebner dated November 10, 2018.

- 202. Email received from Talbot Wilt, Lot 111 Telluride Pines, to Mike Rozycki dated November 11, 2018.
- 203. Email received from Dianne Muntean, 1025 Green Meadows Lane, Telluride Pines to Mike Rozycki dated November 9, 2018.
- 204. Email(s) received from Deborah Stevens, Hastings Mesa resident to Mike Rozycki dated November 9, 2018.
- 205. Email(s) received from Deborah Stevens, Hastings Mesa resident to Hastings Mesa Community dated November 10, 2018.
- 206. Email received from Deborah Stevens, Hastings Mesa resident to Mike Rozycki dated November 10, 2018.
- 207. Email received from Thomas and Margaret Miller, Lot 13B, Hastings Mesa Estates, to John Huebner dated November 10, 2018.
- 208. Email received from Bryan Dow, Hastings Mesa resident to SMC Planning dated November 10, 2018.
- 209. Email received from Allen and Diane Hooper, San Juan Vista, to John Huebner dated November 10, 2018.
- 210. Email received from Alan Bradbury, Hastings Mesa landowner, to John Huebner dated November 10, 2018.
- 211. Email from Carol Hiatt, Hastings Mesa Estates, to John Huebner dated November 10, 2018.
- 212. Email received from John Uribe, 1775 CR 56V, Hastings Mesa, to John Huebner dated November 11, 2018.
- 213. Email received from Paul Fagen, 1894 Green Meadow Lane to Mike Rozycki dated November 11, 2018.
- 214. Letter received from Mark and Cathy Carlson, 2500 CR 58P, Hastings Mesa to John Huebner dated November 11, 2018.
- 215. Email received from Hugh Simon, Lot 3 Hastings Estates to Mike Rozycki and John Huebner dated November 12, 2018.
- 216. Email received from Janet Humphreys, 839 N Pole Peak Rd, Hastings Mesa to John Huebner dated November 12, 2018.

- 217. Email received from Bob Newman, HWY 62, Placerville to Mike Rozycki and SMC Commissioners dated November 11, 2018.
- 218. Email received from Glen Pihl to Mike Rozycki and SMC Commissioners dated November 11, 2018.
- 219. Email received from Joseph Sohm, Aspen View Ranch, Hastings Mesa to Mike Rozycki and John Huebner dated November 11, 2018.
- 220. Letter received from Chandler Thayer Tamulonis, Cradle Park, Hastings Mesa dated November 7, 2018.
- 221. Email received from Tony Lee, to Mike Rozycki and John Huebner dated November 8, 2018.
- 222. Email received from Frank Ruggeri, Telluride Pines, to Mike Rozycki and John Huebner dated November 9, 2018.
- 223. Letter received from Chris Tamulonis, Cradle Park, Hastings Mesa to Mike Rozycki and SMC Commissioners dated November 8, 2018.
- 224. Email received from Cande Grogan, Hastings Mesa, to Mike Rozycki dated November 9, 2018.
- 225. Email received from Brad Switzer, Attorney at Law, Applicant to Mike Rozycki and John Huebner dated November 12, 2018.
- 226. Email received from Brad Switzer, Attorney at Law, Applicant to Mike Rozycki and John Huebner dated November 7, 2018.
- 227. Email received from Brad Switzer, Attorney at Law, Applicant to Mike Rozycki dated November 8, 2018.
- 228. Email received from Lanier & Fred Begeman, 1016 San Juan Vista Drive, to Mike Rozycki dated November 12, 2018.
- 229. Email received from Sarah Center, Lot 11, Hastings Estates, to John Huebner dated November 12, 2018.
- 230. Letter received from Kori Rehnborg, 950 Harcourt Trail, Hastings Mesa, to SMC Planning Department dated November 11, 2018.
- 231. Letter received from Kent Karber, Holland & Hart, Hastings Mesa, to SMC Planning Department dated November 12, 2018.

- 232. Email from Kristen Hughes, Lot 19B Hastings Mesa Estates, to Nathan Worsick, etal. dated November 13 2018.
- 233. Email from Bonnie and Scott Carson, 48 Short Street, Hastings Mesa Estates, to SMC Planning Commission dated November 12, 2018.
- 234. Letter received from Davide and Carla MacKown to Mike Rozycki, John Huebner & Board of County Commissioners dated November 13, 2018.
- 235. Email received from Deborah Stevens to Mike Rozycki dated November 13, 2018.
- 236. Email from Hill and Bettie Hastings to John Huebner dated November 13, 2018.
- 237. Letter from Donald Gary Lee dated November 13, 2018 to Planning Commission.
- 238. Email received from Kevin, Erika and Phaelan Bush to Officials of San Miguel County dated November 14, 2018.
- 239. Letter received from Joel Northey, Wolf Land and Cattle, Ranch Manager Board of County Commissioners dated November 14, 2018.



## RE: Notice of Annual Review: Spitfire Realty, LLC Aircraft Landing Areas Special Use Permit

1 message

Brad Switzer <br/>
<br/>
bns@montrose.net>

Thu, Feb 4, 2021 at 9:01 AM

To: John Huebner <johnh@sanmiguelcountyco.gov>, Paul Panther <panther.rms@gmail.com> Cc: Kaye Simonson <kayes@sanmiguelcountyco.gov>, Troy Hangen <troyh@sanmiguelcountyco.gov>

Hi, John,

Thanks for speaking with me yesterday regarding the annual review of the S.U.P. for the two airstrips owned by Spitfire Realty, LLC. As we discussed, there have been no operations on either of the airstrips since the last review by the County. Covid-19 has had a marked effect on all of the activities on the Spitfire ranch, including the airstrips.

On June 28, 2020, I did personally inspect both airstrips, and cleared various small debris that had collected on the runways. That is the extent of activities relating to the Special Use Permit.

Please let me know if there is anything additional you would like from me and/or my client, and I will be glad to oblige.

I plan on attending the CPC meeting on March 11, 2021, via Zoom. Please let me know what time the meeting will start.

Regards, Brad S.

Bradley N. Switzer, Esq.

400 South 3rd Street

P.O. Box 816

Montrose, CO 81402

(970) 249-8749

bns@montrose.net

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From: John Huebner <johnh@sanmiguelcountyco.gov>

Sent: Monday, February 01, 2021 3:19 PM

**Cc:** Kaye Simonson <kayes@sanmiguelcountyco.gov>; Troy Hangen <troyh@sanmiguelcountyco.gov> **Subject:** Notice of Annual Review: Spitfire Realty, LLC Aircraft Landing Areas Special Use Permit

Brad and Paul,

I am writing regarding the upcoming annual review of the above SUP by the Planning Commission (PC) and Board of County Commissioners (BOCC). Would you please compile any information or prepare a report for the CPC and BOCC to determine conformance with the conditional approval that was granted by the BOCC. I will also need a copy of the "log book" of all the flights into and out of these airstrips from January 1, 2020 through current. I would appreciate receiving these items by February 12th if possible.

Attached for your information is the list of terms and conditions of the conditional approval of the Spitfire SUP application as approved by the BOCC in February 2019, and contained in the recorded Resolution 2019-005, and recorded February 28, 2019 in the Office of the County Clerk and Recorder, recording No. 456158.

Planning will be sending Notice of the annual review, and requesting comments, to the neighbors and individuals who commented on this SUP application, and including the San Juan Vista Landowners Association, Hastings Mesa Estates Homeowners Association, Old Elam Ranch Homeowners Association, and Telluride Pines Homeowners Association.

The CPC at its March 11, 2021 meeting will make their recommendation to the Board as to any recommended changes to the conditions of the approved SUP, if any. The BOCC will then consider this recommendation afterward at a regular meeting at a date to be determined.

If you have any questions regarding this notice or any related matter please do not hesitate to contact me, or Kaye Simonson, County Planning Director, at 970-728-3083 or kayes@sanmiguelcountyco.gov.

Regards,

John

#### John Huebner

Senior Planner

San Miguel County P:970-728-3083

333 W Colorado Ave, 3rd Flr

Telluride, CO 81435

www.sanmiguelcountyco.gov

For information about San Miguel County's response to COVID-19 (Coronavirus), please visit https://www.sanmiguelcountyco.gov/590/Coronavirus
Virus-free. www.avg.com



## Re: Notice of 2nd Annual Review: Spitfire Realty, LLC Aircraft Landing Areas Special Use Permit

1 message

Crane - DNR, Kelly <kelly.crane@state.co.us>
To: John Huebner <johnh@sanmiguelcountyco.gov>

Wed, Feb 10, 2021 at 9:40 AM

Colorado Parks and Wildlife doesn't have any comments or concerns regarding this special use permit.

Thank you,

Kelly Crane DWM Ridgway 970-209-2369

On Tue, Feb 9, 2021 at 2:39 PM John Huebner <johnh@sanmiguelcountyco.gov> wrote:

San Miguel County Planning staff is providing you Notice of the second (2nd) annual review by the San Miguel County Planning Commission (CPC) and the Board of County Commissioners (BOCC) of the Spitfire Realty, LLC (Spitfire) Aircraft Landing Areas Special Use Permit (SUP). This notice is being sent to the neighbors and individuals who commented on this SUP application, and includes the San Juan Vista Landowners Association, Hastings Mesa Estates Homeowners Association, Old Elam Ranch Homeowners Association, and Telluride Pines Homeowners Association.

Please make known your support, questions, comments or concerns regarding Spitfire's second (2nd) year of operations following the SUP's approval by the BOCC. Spitfire's representatives have indicated that no flight operations have occurred at the air strips during the past calendar year. Please send your comments to Planning staff via email to planning@sanmiguelcountyco.gov or by US Mail to SMC Planning Department, PO Box 548, Telluride CO 81435 by Friday February 26, 2021.

The CPC at its March 11, 2021 meeting will make their recommendation to the Board as to any recommended changes to the conditions of the approved SUP, if any. The BOCC will then consider this recommendation afterward at a regular meeting at a date to be determined.

Attached for your information is the list of terms and conditions of the conditional approval of the Spitfire SUP application as approved by the BOCC in February 2019, and contained in the recorded Resolution 2019-005, and recorded February 28, 2019 in the Office of the County Clerk and Recorder, recording No. 456158.

If you have any questions regarding this notice or any related matter please do not hesitate to contact me, or Kaye Simonson, County Planning Director, at 970-728-3083 or kayes@sanmiguelcountyco.gov.

Regards, John

John Huebner Senior Planner San Miguel County P:970-728-3083 333 W Colorado Ave, 3rd Flr

333 W Colorado Ave, 3rd Flr Telluride, CO 81435

www.sanmiguelcountyco.gov



For information about San Miguel County's response to COVID-19 (Coronavirus), please visit https://www. sanmiguelcountyco.gov/590/Coronavirus

Kelly Crane District Wildlife Manager - Ridgway



P 970.209.2369 | F 970.252.6053

2300 S. Townsend Ave., Montrose, CO 81401

kelly.crane@state.co.us | cpw.state.co.us











### FW: Annual Review of Special Use Permit for Airstrips on Hastings Mesa

1 message

 Fri, Mar 5, 2021 at 9:37 AM

Hi, John:

I am forwarding an e-mail from Kenny Maenpa, the TRA Manager. I did not see that his "The Airport has no issues" comment made it into the CPC Packet.

Regards, Brad S.

Bradley N. Switzer, Esq.

400 South 3rd Street

P.O. Box 816

Montrose, CO 81402

(970) 249-8749

bns@montrose.net

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From: Kenny Maenpa <kenny@tellurideairport.com>

**Sent:** Thursday, March 04, 2021 5:30 PM **To:** Brad Switzer <br/>
Smooth Switzer <br/>
Smooth Switzer <br/>
To: Brad Switzer <br/>
Smooth Switzer Switzer Switzer Switzer Switzer <br/>
Smooth Switzer Swit

Subject: Re: Annual Review of Special Use Permit for Airstrips on Hastings Mesa

Hi Brad,

The Airport has no issues with your SUP Permit and have advised the County of same.

Rest
Dest.

Kenneth Maenpa

Airport Manager

Telluride Regional Airport

On Mar 4, 2021, at 1:07 PM, Brad Switzer <br/>
<a href="mailto:bns@montrose.net">bns@montrose.net</a>> wrote:

Hi, Kenny:

The County folks (Planning Commission next Thursday) are doing an annual review of the Special Use Permit of the True Grit South airstrips on Hastings Mesa. I just wondered whether you would like to discuss the status of the airstrips with me or whether you have any questions I could help with.

If you have no issues/concerns with the True Grit South airstrips and the Special Use Permit, perhaps you would like to let the folks at the County Planning Dept. know that.

Regards, Brad S.

Bradley N. Switzer, Esq.

400 South 3rd Street

P.O. Box 816

Montrose, CO 81402

(970) 249-8749

bns@montrose.net

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1 message

Alan Bradbury <alan81435@gmail.com>

Wed, Feb 10, 2021 at 4:39 PM

To: planning@sanmiguelcountyco.gov, John Huebner <johnh@sanmiguelcountyco.gov>, kayes@sanmiguelcountyco.gov

Hello Kaye, John and our awesome planners,

Indeed, as stated above, we have not noticed any flights related to Resolution 2019-005. Therefore no issues at our location.

On another note... We would however appreciate continued diligence in addressing the continuous overflights from the TRA. Obviously, there are less overflights these days but they are still prevalent. I'm sure I speak for many in saying we appreciate TRA and the County for their ongoing effort in keeping the hasting Mesa noise abatement zone peaceful and quiet.

Best wishes, Alan Bradbury Hastings Mesa

On Wed, Feb 10, 2021 at 12:19 PM Hill Hastings II <a href="mailto:hhastings@me.com">hhastings@me.com</a> wrote:

Thank you John and all.

We see no issue with continuance of the Special Use Permit.

Thank you for keeping us in the loop and updated.

Hill Hastings

Hastings Windhorse Ranch

On Feb 9, 2021, at 2:39 PM, John Huebner < johnh@sanmiguelcountyco.gov> wrote:

AII,

San Miguel County Planning staff is providing you Notice of the second (2nd) annual review by the San Miguel County Planning Commission (CPC) and the Board of County Commissioners (BOCC) of the Spitfire Realty, LLC (Spitfire) Aircraft Landing Areas Special Use Permit (SUP). This notice is being sent to the neighbors and individuals who commented on this SUP application, and includes the San Juan Vista Landowners Association, Hastings Mesa Estates Homeowners Association, Old Elam Ranch Homeowners Association, and Telluride Pines Homeowners Association.

Please make known your support, questions, comments or concerns regarding Spitfire's second (2nd) year of operations following the SUP's approval by the BOCC. Spitfire's representatives have indicated that no flight operations have occurred at the air strips during the past calendar year. Please send your comments to Planning staff via email to planning@sanmiguelcountyco.gov or by US Mail to SMC Planning Department, PO Box 548, Telluride CO 81435 by Friday February 26, 2021.

The CPC at its March 11, 2021 meeting will make their recommendation to the Board as to any recommended changes to the conditions of the approved SUP, if any. The BOCC will then consider this recommendation afterward at a regular meeting at a date to be determined.

Attached for your information is the list of terms and conditions of the conditional approval of the Spitfire SUP application as approved by the BOCC in February 2019, and contained in the recorded Resolution 2019-005, and recorded February 28, 2019 in the Office of the County Clerk and Recorder, recording No. 456158.

If you have any questions regarding this notice or any related matter please do not hesitate to contact me, or Kaye Simonson, County Planning Director, at 970-728-3083 or kayes@sanmiguelcountyco.gov.



1 message

Ann <annsiner@aol.com>

Thu, Feb 11, 2021 at 4:49 PM

To: Patrick Kelly <thenwhatfilms@aol.com>

Cc: nathan worswick <unicasbuyer@hotmail.com>, Hill Hastings II <hhastings@me.com>, John Huebner <johnh@sanmiguelcountyco.gov>, Kenny Maenpa <kenny@tellurideairport.com>, kristenhughes@gmail.com, Frank & Joann <Sfc1121@earthlink.net>, Karen Barnett <ksbarnett67@gmail.com>, Ron Benson <bensonron@yahoo.com>, Mary Bartko <entwife8@yahoo.com>, Dan Elder < Dbelder1@gmail.com>, Paul Talmey < talmey@flyinghusky.com>, Nancy Talmey <nancytalmey@talmey-drake.com>, Alan Bradbury <alan81435@gmail.com>, rtpsales@tellurideskiresort.com, candegrogan@gmail.com, Mark Nicholson <markaroni1@yahoo.com>, JERRY C P YIN <jcyin@wisc.edu>, suzhuz@yahoo.com, Steve Dunn <sjdunn2447@hotmail.com>, Frederick Stemmler <fjstemmler14@gmail.com>, Thomas Miller <az4millers@comcast.net>, Scott Carson <scott@smilinglake.com>, kit.page@state.co.us, Fin Font <drew@villagevetcenter.com>, Hugh Simon <hasimon@hamon.com.hk>, Bonnie Carson <bonnie@smillinglake.com>, Dave Mackown & Carla Bouthillier Mackown <carla.bouthillier@gmail.com>, chandlertnt@gmail.com, Kelly Crane <kelly.crane@state.co.us>, Diane Downs <downsranch@montrose.net>, Myriam Dietrich <mmdietrich512@gmail.com>, Thelma Starner < jatstarner@aol.com>, Joe Ryan < joe@sanjuanhuts.com>, Cathy Carlson < cathy@telluridecolorado.net>, Joe Sohm <joseph@visionsofamerica.com>, Bob & Chris Newman <newman2980@gmail.com>, humphreysjanet@ymail.comv, orlodietrich@ansleycapitol.com, lpboflondon@aol.com, Kent Karber <kkarber@hollandhart.com>, glenpihl@gmail.com, badgertam@gmail.com, Sally Cruikshank <funonmars@gmail.com>, John Uribe <juribe@bellsouth.net>, pfagen3@gmail.com, Mark Carlson <mtnbuilders@telluridecolorado.net>, tonyl@pbpenick.com, Frank Ruggeri <frank@telluride.com>, talbotwilt@hotmail.com, Dianne Muntean <cyberdianne@aol.com>, Diane Hooper <mtwoman812@aol.com>, Bryan Dow <dow.bryan@gmail.com>, jonathanfike@telluridegravel.com, denise2frank@yahoo.com, Alan Heath <a.heath@bresnan.net>, Bettie and Hill Hastings <bettie.hastings@gmail.com>, erika.a.bush@gmail.com, "Jeffrey J. Conklin" <jjc@mountainlawfirm.com>, inwolfcattle@gmail.com, Steven Guidorzi <sguidorzi@gmail.com>, Janet Humphreys <humphreysjanet@gmail.com>, Spike&Myriam Dietrich <orlodietrich@ansleycapital.com>. Tony Lee <tonyl@tbpenick.com>, jonathan.fike@telluridegravel.com, Fred & Lanier Begeman <br/>begemandds@aol.com>, MARSHA <mraeber@comcast.net>, bobb643@yahoo.com, tlcflight@aol.com, Trevor James <Trevor@fusearchitect.com>, karjames@gmail.com, RUSSELL <RKMONTGOMERY8@msn.com>, Janice Zink <jumpinjan1127@gmail.com>, "Susie St. Onge" <sstonge1@hotmail.com>, Rita Robinson <rita.marie.robinson@gmail.com>, Damerel <damerel@yahoo.com>, Erik Fallenius <telluridebroker@gmail.com>, sherry brieske <sabrieske@googlemail.com>, Lexi Tuddenham <lexi@sheepmountainalliance.org>, johnholstrom7@gmail.com, Mary Hart Harris <maryhartharris84@gmail.com>, kory cornum <koryf15@hotmail.com>, Lucas Price <lucas@lacocinatelluride.com>, Peter Kingman <pkingman@gmail.com>, Bill Burgess <burgesspm@gmail.com>, Hastings Padua <a href="mailto:hastingspadua@gmail.com">, JODY STEVE <a href="mailto:yvanstratt5@msn.com">, yvanstratt5@msn.com</a>>, Tim McGrady <timj.mcgrady@gmail.com>, kshugars@yahoo.com, jdallasdivide@hotmail.com, Bob Hennessy <br/><bob.f.hennessy@gmail.com>, Kurt Shugars <kurt@shugarscompany.com>, Kaye Simonson <kayes@sanmiquelcountyco.gov>, Amy Markwell <amym@sanmiquelcountyco.gov>

I fully agree with Patrick and Nathan. I would encourage the removal of the special use permit. Thank you.

Ann Siner

On Feb 11, 2021, at 11:53 AM, Patrick Kelly <a href="mailto:kelly.com">thenwhatfilms@aol.com</a> wrote:

Dear John and my Mesa Neighbors,

Any private "airport" on Hastings will exist solely to satisfy the whims of the owner at the expense of public beauty and solitude. Anyone who feels there's a dearth of engine noise and capricious roads to prove wallet thickness must have moved here by mistake. I live at 2930 Rd 56V and can see the slanted little runway from my place. I will also reference my opposition letter of 2 years ago when this flight issue first came up. To summarize: It's selfish, wrong headed, and flat tasteless.

**Best** 

On Feb 11, 2021, at 10:17 AM, nathan worswick <unicasbuyer@hotmail.com> wrote:

### Community members,

In my view the Spitfire experience has been a long string of falsehoods.

The airport being one of the most glaring.

Spitfire represented himself as a airplane enthusiast and there was a lot of conversation regarding potential issues regarding this permit.

Now it seems that his enthusiasm for his properties has run out.

His home in Hastings Estate, etc are for sale. A horrid new driveway desecrating the landscape has been installed after the county declined his application for a new unneeded road to his home.

Not one flight has ever come or gone after all the initial claims of enthusiasm

This is a short list...

Personally I see no to approve the airport, Use it or lose it. And other sayings apply

Thanks for you consideration Nathan Worswick and family Lot 15, Hastings Mesa Estates

#### Get Outlook for iOS

From: Hill Hastings II < hhastings@me.com> Sent: Wednesday, February 10, 2021 2:19:11 PM To: John Huebner < johnh@sanmiguelcountyco.gov> Cc: Kenny Maenpa <kenny@tellurideairport.com>; nathan worswick <unicasbuyer@hotmail.com>; kristenhughes@gmail.com <kristenhughes@gmail.com>; Frank & Joann Ames <basilames@sbcglobal.net>; Deb and Dalen Stevens <debwhitestevens@gmail.com>; Sarah Center <sfc1121@earthlink.net>; Karen Barnett <ksbarnett67@gmail.com>; Ron Benson <bensonron@yahoo.com>; Mary Bartko <entwife8@yahoo.com>; Dan Elder <dbelder1@gmail.com>; Paul Talmey <talmey@flyinghusky.com>; Nancy Talmey <nancytalmey@talmey-drake.com>; Alan Bradbury <alan81435@gmail.com>; rtpsales@tellurideskiresort.com <rtpsales@tellurideskiresort.com>; candegrogan@gmail.com <candegrogan@gmail.com>; Mark Nicholson <markaroni1@yahoo.com>; JERRY C P YIN <jcyin@wisc.edu>; suzhuz@yahoo.com <suzhuz@yahoo.com>; Steve Dunn <sidunn2447@hotmail.com>; Frederick Stemmler <fjstemmler14@gmail.com>; Thomas Miller <az4millers@comcast.net>; Scott Carson <scott@smilinglake.com>; kit.page@state.co.us <kit.page@state.co.us>; Fin Font <drew@villagevetcenter.com>; Hugh Simon <hasimon@hamon.com.hk>; Bonnie Carson < bonnie@smilinglake.com>; Dave Mackown & Carla Bouthillier Mackown <carla.bouthillier@gmail.com>; chandlertnt@gmail.com <chandlertnt@gmail.com>; Kelly Crane <kelly.crane@state.co.us>; Diane Downs <downsranch@montrose.net>; Ann Siner <annsiner@aol.com>; Myriam Dietrich <mmdietrich512@gmail.com>; Thelma Starner < jatstarner@aol.com>; Joe Ryan < joe@sanjuanhuts.com>; thenwhatfilms@aol.com <thenwhatfilms@aol.com>; Cathy Carlson <cathy@telluridecolorado.net>; Joe Sohm <joseph@visionsofamerica.com>; Bob & Chris Newman <newman2980@gmail.com>; humphreysjanet@ymail.comv <humphreysjanet@ymail.comv>; orlodietrich@ansleycapitol.com



1 message

**Carla Bouthillier** <carla.bouthillier@gmail.com> To: johnh@sanmiguelcountyco.gov

Tue, Feb 23, 2021 at 8:31 AM

Sent from my iPhone

Begin forwarded message:

From: Carla Bouthillier < carla.bouthillier@gmail.com>

Date: February 22, 2021 at 7:11:51 PM MST

To: johnh@sanmiguelco

Subject: Fwd: Comment on "Notice of 2nd Annual Review: Spitfire Realty, LLC Aircraft Landing

**Areas Special Use Permit"** 

David and Carla Mackown at 193 CR 56V RD agree that there should NOT be an airport on Hastings Mesa. We have 300 acres and already there is so much air traffic noise one cannot relax without interruptions from airplanes flying over our ranch.

We hope that you respect prior planning regarding quality of human and animal life, leading to peace on earth.

Sent from my iPhone

Begin forwarded message:

From: Hugh Simon <hasimon@hamon.com.hk>
Date: February 21, 2021 at 7:25:01 PM MST

To: Chris Tamulonis <badgertam@gmail.com>, johnh@sanmiguelcountyco.gov, planning@sanmiguelcountyco.gov, carmenw@sanmiguelcountyco.gov Cc: Kaye Simonson <kayes@sanmiguelcountyco.gov>, Kenny Maenpa <kenny@tellurideairport.com>, nathan worswick <unicasbuyer@hotmail.com>, kristenhughes@gmail.com, Frank & Joann Ames <br/> <br/> dasilames@sbcglobal.net>, Deb and Dalen Stevens <a href="mailto:com">debwhitestevens@gmail.com</a>, Sarah Center <sfc1121@earthlink.net>, Karen Barnett <ksbarnett67@gmail.com>, Ron Benson <bensonron@yahoo.com>, Mary Bartko <entwife8@yahoo.com>, Dan Elder <dbelder1@gmail.com>, Paul Talmey <talmey@flyinghusky.com>, Nancy Talmey <nancytalmey@talmey-drake.com>, Alan Bradbury <alan81435@gmail.com>, zz MV Pass Office <rtpsales@tellurideskiresort.com>, Cande Grogan <candegrogan@gmail.com>, Mark Nicholson <markaroni1@yahoo.com>, JERRY C P YIN < icyin@wisc.edu>, suzhuz@yahoo.com, Steve Dunn <sjdunn2447@hotmail.com>, Frederick Stemmler <fjstemmler14@gmail.com>, Thomas Miller <az4millers@comcast.net>, Scott Carson <scott@smilinglake.com>, kit.page@state.co.us, Fin Font <drew@villagevetcenter.com>, Hugh Simon <a href="mailto:smillinglake.com"></a>, Bonnie Carson <br/>
<a href="mailto:smillinglake.com"></a>, Dave & Carla Mackown <carla.bouthillier@gmail.com>, Chandler Tamulonis <chandlertnt@gmail.com>, Kelly Crane <kelly.crane@state.co.us>, Diane Downs <downsranch@montrose.net>, Ann Siner <annsiner@aol.com>, Myriam Dietrich <mmdietrich512@gmail.com>, Thelma Starner <iatstarner@aol.com>, Joe Ryan <ioe@sanjuanhuts.com>, thenwhatfilms@aol.com, Cathy Carlson <cathy@telluridecolorado.net>, Joseph Sohm <joseph@visionsofamerica.com>, Bob Newman <newman2980@gmail.com>, humphreysjanet@ymail.comv, orlodietrich@ansleycapitol.com, lpboflondon@aol.com, Kent Karber <kkarber@hollandhart.com>, Glen Pihl <qlenpihl@gmail.com>, Sally Cruikshank <funonmars@gmail.com>, John Uribe <juribe@bellsouth.net>, pfagen3@gmail.com, Mark



1 message

Chris Tamulonis <badgertam@gmail.com>

Fri, Feb 12, 2021 at 1:16 PM

To: "johnh@sanmiguelcountyco.gov" <johnh@sanmiguelcountyco.gov>, "planning@sanmiguelcountyco.gov" <planning@sanmiguelcountyco.gov>, carmenw@sanmiguelcountyco.gov

Cc: Kaye Simonson <kayes@sanmiguelcountyco.gov>, Kenny Maenpa <kenny@tellurideairport.com>, nathan worswick <unicasbuyer@hotmail.com>, kristenhughes@gmail.com, Frank & Joann Ames <basilames@sbcglobal.net>, Deb and Dalen Stevens <debwhitestevens@gmail.com>, Sarah Center <sfc1121@earthlink.net>, Karen Barnett <ksbarnett67@gmail.com>, Ron Benson <a href="mailto:sentwife8@yahoo.com">, Dan Elder <a href="mailto:dbelder1@gmail.com">, Paul Elder <a href="mailto:dbelder1@gmail.com">, Dan Elder <a href="mailto:dbelder1@gm Talmey <talmey@flyinghusky.com>, Nancy Talmey <nancytalmey@talmey-drake.com>, Alan Bradbury <alan81435@gmail.com>, zz MV Pass Office <rtpsales@tellurideskiresort.com>, Cande Grogan <candegrogan@gmail.com>, Mark Nicholson <markaroni1@yahoo.com>, JERRY C P YIN <icyin@wisc.edu>, suzhuz@yahoo.com, Steve Dunn <sjdunn2447@hotmail.com>, Frederick Stemmler <fjstemmler14@gmail.com>, Thomas Miller <az4millers@comcast.net>, Scott Carson <scott@smilinglake.com>, kit.page@state.co.us, Fin Font <drew@villagevetcenter.com>, Hugh Simon <hasimon@hamon.com.hk>, Bonnie Carson <box><br/>bonnie@smillinglake.com>, Dave & Carla Mackown <carla.bouthillier@gmail.com>, Chandler Tamulonis <chandlertnt@gmail.com>, Kelly Crane <kelly.crane@state.co.us>, Diane Downs <downsranch@montrose.net>, Ann Siner <annsiner@aol.com>, Myriam Dietrich <mmdietrich512@gmail.com>, Thelma Starner <jatstarner@aol.com>, Joe Ryan <joe@sanjuanhuts.com>, thenwhatfilms@aol.com, Cathy Carlson <cathy@telluridecolorado.net>, Joseph Sohm <joseph@visionsofamerica.com>, Bob Newman <newman2980@gmail.com>, humphreysjanet@ymail.comv, orlodietrich@ansleycapitol.com, lpboflondon@aol.com, Kent Karber <kkarber@hollandhart.com>, Glen Pihl <glenpihl@gmail.com>, Me <badgertam@gmail.com>, Sally Cruikshank <funonmars@gmail.com>, John Uribe <juribe@bellsouth.net>, pfagen3@gmail.com, Mark Carlson <mtnbuilders@telluridecolorado.net>, tonyl@pbpenick.com, Frank Ruggeri <frank@telluride.com>, talbotwilt@hotmail.com, Dianne Muntean <cyberdianne@aol.com>, Diane Hooper <mtwoman812@aol.com>, Bryan Dow <dow.bryan@gmail.com>, jonathanfike@telluridegravel.com, denise2frank@yahoo.com, Alan Heath <a.heath@bresnan.net>, hhastings@me.com, Bettie Hastings <bettie.hastings@gmail.com>, erika.a.bush@gmail.com, "Jeffrey J. Conklin" <jjc@mountainlawfirm.com>, inwolfcattle@gmail.com, Steven Guidorzi <squidorzi@gmail.com>, Janet Humphreys <humphreysianet@gmail.com>, Spike&Myriam Dietrich <orlodietrich@ansleycapital.com>, Tony Lee <tonyl@tbpenick.com>, jonathan.fike@telluridegravel.com, Fred & Lanier Begeman <br/>begemandds@aol.com>, MARSHA <mraeber@comcast.net>, bobb643@yahoo.com, tlcflight@aol.com, Trevor James <Trevor@fusearchitect.com>, karjames@gmail.com, RUSSELL <RKMONTGOMERY8@msn.com>, Janice Zink <jumpinjan1127@gmail.com>, "Susie St. Onge" <sstonge1@hotmail.com>, Rita Robinson <rita.marie.robinson@gmail.com>, Damerel <damerel@yahoo.com>, Erik Fallenius <telluridebroker@gmail.com>, sherry brieske <sabrieske@googlemail.com>, Lexi Tuddenham <lexi@sheepmountainalliance.org>, johnholstrom7@gmail.com, Mary Hart Harris <maryhartharris84@gmail.com>, kory cornum <koryf15@hotmail.com>, Lucas Price <lucas@lacocinatelluride.com>, Peter Kingman <pkingman@gmail.com>, Bill Burgess <burgesspm@gmail.com>, Hastings Padua <a href="mailto:hastingspadua@gmail.com">hastingspadua@gmail.com</a>, JODY STEVE <a href="mailto:yvanstratt5@msn.com">jvanstratt5@msn.com</a>, Tim McGrady <timj.mcgrady@gmail.com>, kshugars@yahoo.com, jdallasdivide@hotmail.com, Bob Hennessy <bob.f.hennessy@gmail.com>, Kurt Shugars <kurt@shugarscompany.com>

Dear John Huebner, San Miguel County Planning Commission, Board of County Commissioners and our Hastings Mesa Neighbors,

We are firmly against the continuance of the Spitfire Realty LLC Aircraft Landing Area Special Use Permit (SUP). We strongly believe it should not have been granted originally, as most importantly, this use does not exist in the County Master Plan - Hastings Mesa is a 'quiet zone'. The original permitting process was quite agonizing for many of the Hastings Mesa and surrounding area residents and in reading some of these recent comments, this strong sentiment still exists.

We feel this SUP should be discontinued - the airstrip is not used and why should we continue to change our zoning guidelines for one person's personal investment interests. A private airstrip is not in character with Hastings Mesa.

Furthermore, allowing this SUP sets a conflicting precedent for the County and it's residents because the majority of residents affected by this permit spoke out strongly against it. There the conundrum lies, as how the permit was originally granted.

Thank-you for the opportunity to comment on this SUP.

Sincerely,

Chris Tamulonis and Chandler Thayer

Cradle Park Residents, Hastings Mesa



1 message

Deborah Stevens <debwhitestevens@gmail.com>

Thu, Feb 11, 2021 at 5:38 PM

To: J North <inwolfcattle@gmail.com>

<br/><bob.f.hennessy@gmail.com>, Bonnie Carson <br/> <bonnie@smillinglake.com>, Bryan Dow <dow.bryan@gmail.com>, Cathy Carlson <cathy@telluridecolorado.net>, Damerel <damerel@yahoo.com>, Dan Elder <Dbelder1@gmail.com>, Dave Mackown & Carla Bouthillier Mackown <carla.bouthillier@gmail.com>, Diane Downs <downsranch@montrose.net>, Diane Hooper <mtwoman812@aol.com>, Dianne Muntean <cyberdianne@aol.com>, Erik Fallenius <telluridebroker@gmail.com>, Fin Font <drew@villagevetcenter.com>, Frank & Joann Ames <br/>basilames@sbcglobal.net>, Frank Ruggeri <frank@telluride.com>, Fred & Lanier Begeman <begemandds@aol.com>, Frederick Stemmler <fistemmler14@gmail.com>, Hastings Padua <a href="hastingspadua@gmail.com">hastings Padua <a href="hastings@me.com">hastings@me.com</a>, Hugh Simon <hasimon@hamon.com.hk>, JERRY C P YIN <icvin@wisc.edu>, JODY STEVE <ivanstratt5@msn.com>, Janet Humphreys <humphreysjanet@gmail.com>, Janice Zink <jumpinjan1127@gmail.com>, "Jeffrey J. Conklin" <jjc@mountainlawfirm.com>, Joe Ryan <joe@sanjuanhuts.com>, Joe Sohm <joseph@visionsofamerica.com>, John Huebner <johnh@sanmiguelcountyco.gov>, John Uribe <juribe@bellsouth.net>, Karen Barnett <ksbarnett67@gmail.com>, Kaye Simonson <kayes@sanmiquelcountyco.gov>, Kelly Crane <kelly.crane@state.co.us>, Kenny Maenpa <kenny@tellurideairport.com>, Kent Karber <kkarber@hollandhart.com>, Kurt Shugars <kurt@shugarscompany.com>, Lexi Tuddenham <lexi@sheepmountainalliance.org>, Lucas Price <lucas@lacocinatelluride.com>, MARSHA <mraeber@comcast.net>, Mark Carlson <mtnbuilders@telluridecolorado.net>, Mark Nicholson <markaroni1@yahoo.com>, Mary Bartko <entwife8@yahoo.com>, Mary Hart Harris <maryhartharris84@gmail.com>, Myriam Dietrich <mmdietrich512@gmail.com>, Nancy Talmey <nancytalmey@talmey-drake.com>, Patrick Kelly <thenwhatfilms@aol.com>, Paul Talmey <talmey@flyinghusky.com>, Peter Kingman pkingman@gmail.com>, RUSSELL <RKMONTGOMERY8@msn.com>, Rita Robinson <rita.marie.robinson@gmail.com>, Ron Benson <bensonron@yahoo.com>, Sally Cruikshank <funonmars@gmail.com>, Sarah Center <Sfc1121@earthlink.net>, Scott Carson <scott@smilinglake.com>, Spike&Myriam Dietrich <orlodietrich@ansleycapital.com>, Steve Dunn

<sjdunn2447@hotmail.com>, Steven Guidorzi <sguidorzi@gmail.com>, "Susie St. Onge" <sstonge1@hotmail.com>, Thelma Starner <jatstarner@aol.com>, Thomas Miller <az4millers@comcast.net>, Tim McGrady <timj.mcgrady@gmail.com>, Tony Lee <tonyl@tbpenick.com>, Trevor James <Trevor@fusearchitect.com>, badgertam@gmail.com, bobb643@yahoo.com, candegrogan@gmail.com, Chandler Tamulonis <chandlertnt@gmail.com>, denise2frank@yahoo.com, erika.a.bush@gmail.com, glenpihl@gmail.com, humphreysjanet@ymail.comv, jdallasdivide@hotmail.com, johnholstrom7@gmail.com, jonathan.fike@telluridegravel.com, jonathanfike@telluridegravel.com, karjames@gmail.com, kit.page@state.co.us, kory cornum <koryf15@hotmail.com>, kristenhughes@gmail.com, kshugars@yahoo.com, lpboflondon@aol.com, nathan worswick <unicasbuyer@hotmail.com>, orlodietrich@ansleycapitol.com, pfagen3@gmail.com, rtpsales@tellurideskiresort.com, sherry brieske <sabrieske@googlemail.com>, Susie Remec <suzhuz@yahoo.com>, talbotwilt@hotmail.com, tlcflight@aol.com, tonyl@pbpenick.com

hmmm.... if Spitfire really is selling and the SUP was granted to Spitfire, is it transferable? John H.... is this permit null and void upon sale? I think I remember some such?

Would be happy to see the last of this SUP. In view of potential sale and alleged lack of use, let's not keep taking up peoples' time.

Thank you.

On Thu, Feb 11, 2021 at 4:57 PM J North <inwolfcattle@gmail.com> wrote:

Spit fire appears to be moving towards their new ranch in the cimerons with a new acquisition and is selling this property. There is no point in continuing this.

On Thu, Feb 11, 2021 at 4:50 PM Ann <annsiner@aol.com> wrote:

I fully agree with Patrick and Nathan. I would encourage the removal of the special use permit.

Thank you.

Ann Siner

To John Huebner and San Miguel county planning commission. I would like to go on record as opposing the continuance of the spitfire realty LLC Aircraft landing area special use permit. Future fly in's would test the good will and patience of the residents of Hastings Mesa. Exploiting the peace, quiet and wildlife welfare for the advantage of one speculator sets a terrible precedent. Fool us once, shame on you, fool us twice, shame on us.

In trust Glen Pihl 56 V rd



1 message

Hill Hastings II < hhastings@me.com>

Wed, Feb 10, 2021 at 12:19 PM

To: John Huebner <johnh@sanmiguelcountyco.gov>

Cc: Kenny Maenpa <kenny@tellurideairport.com>, nathan worswick <unicasbuyer@hotmail.com>, kristenhughes@gmail.com, Frank & Joann Ames <basilames@sbcglobal.net>, Deb and Dalen Stevens <debwhitestevens@gmail.com>, Sarah Center <sfc1121@earthlink.net>, Karen Barnett <ksbarnett67@gmail.com>, Ron Benson <br/> Sensonron@yahoo.com>, Mary Bartko <entwife8@yahoo.com>, Dan Elder <br/> dbelder1@gmail.com>, Paul Talmey <talmey@flyinghusky.com>, Nancy Talmey <nancytalmey@talmey-drake.com>, Alan Bradbury <alan81435@gmail.com>, rtpsales@tellurideskiresort.com, "candegrogan@gmail.com" <candegrogan@gmail.com>, Mark Nicholson <markaroni1@yahoo.com>, JERRY C P YIN <jcyin@wisc.edu>, suzhuz@yahoo.com, Steve Dunn
<sjdunn2447@hotmail.com>, Frederick Stemmler <fjstemmler14@gmail.com>, Thomas Miller <az4millers@comcast.net>, Scott Carson <scott@smilinglake.com>, kit.page@state.co.us, Fin Font <drew@villagevetcenter.com>, Hugh Simon <a href="https://www.ncom.ncom.hk"></a>, Bonnie Carson <bonnie@smilinglake.com<br/>>, Dave Mackown & Carla Bouthillier Mackown <a href="https://carla.bouthillier@gmail.com"><a href="https://carla.bouthillier@gmail.com">><a href="https://carla.bouthillier@gmail.com">><a href="https://carla.bouthill <downsranch@montrose.net>, Ann Siner <annsiner@aol.com>, Myriam Dietrich <mmdietrich512@gmail.com>, Thelma Starner <jatstarner@aol.com>, Joe Ryan <joe@sanjuanhuts.com>, thenwhatfilms@aol.com, Cathy Carlson <cathy@telluridecolorado.net>, Joe Sohm <joseph@visionsofamerica.com>, Bob & Chris Newman <newman2980@gmail.com>, humphreysjanet@ymail.comv, orlodietrich@ansleycapitol.com, lpboflondon@aol.com, Kent Karber <kkarber@hollandhart.com>, glenpihl@gmail.com, badgertam@gmail.com, Sally Cruikshank <funonmars@gmail.com>, John Uribe <juribe@bellsouth.net>, pfagen3@gmail.com, Mark Carlson <mtnbuilders@telluridecolorado.net>, tonyl@pbpenick.com, Frank Ruggeri <frank@telluride.com>, talbotwilt@hotmail.com, Dianne Muntean <cyberdianne@aol.com>, Diane Hooper <mtwoman812@aol.com>, Bryan Dow <dow.bryan@gmail.com>, jonathanfike@telluridegravel.com, denise2frank@yahoo.com, Alan Heath <a.heath@bresnan.net>, Bettie and Hill Hastings <bettie.hastings@gmail.com>, erika.a.bush@gmail.com, "Jeffrey J. Conklin" <jjc@mountainlawfirm.com>, jnwolfcattle@gmail.com, Steven Guidorzi <sguidorzi@gmail.com>, Janet Humphreys <humphreysjanet@gmail.com>, Spike&Myriam Dietrich <orlodietrich@ansleycapital.com>, Tony Lee <tonyl@tbpenick.com>, jonathan.fike@telluridegravel.com, Fred & Lanier Begeman <begemandds@aol.com>, MARSHA <mraeber@comcast.net>, bobb643@yahoo.com, tlcflight@aol.com, Trevor James <Trevor@fusearchitect.com>, karjames@gmail.com, RUSSELL <RKMONTGOMERY8@msn.com>, Janice Zink <jumpinjan1127@gmail.com>, "Susie St. Onge" <sstonge1@hotmail.com>, Rita Robinson <rita.marie.robinson@gmail.com>, Damerel <damerel@yahoo.com>, Erik Fallenius <telluridebroker@gmail.com>, sherry brieske <sabrieske@googlemail.com>, Lexi Tuddenham <lexi@sheepmountainalliance.org>, johnholstrom7@gmail.com, Mary Hart Harris <maryhartharris84@gmail.com>, kory cornum <koryf15@hotmail.com>, Lucas Price <lucas@lacocinatelluride.com>, Peter Kingman <pkingman@gmail.com>, Bill Burgess <burgesspm@gmail.com>, Hastings Padua <a href="hastingspadua@gmail.com">hastingspadua@gmail.com</a>, JODY STEVE <jvanstratt5@msn.com>, Tim McGrady <timj.mcgrady@gmail.com>, kshugars@yahoo.com, jdallasdivide@hotmail.com, Bob Hennessy <br/><bob.f.hennessy@gmail.com>, Kurt Shugars <kurt@shugarscompany.com>, Kaye Simonson <kayes@sanmiguelcountyco.gov>, Amy Markwell <amym@sanmiguelcountyco.gov>

Thank you John and all.
We see no issue with continuance of the Special Use Permit.
Thank you for keeping us in the loop and updated.
Hill Hastings
Hastings Windhorse Ranch

On Feb 9, 2021, at 2:39 PM, John Huebner < johnh@sanmiguelcountyco.gov> wrote:

All,

San Miguel County Planning staff is providing you Notice of the second (2nd) annual review by the San Miguel County Planning Commission (CPC) and the Board of County Commissioners (BOCC) of the Spitfire Realty, LLC (Spitfire) Aircraft Landing Areas Special Use Permit (SUP). This notice is being sent to the neighbors and individuals who commented on this SUP application, and includes the San Juan Vista Landowners Association, Hastings Mesa Estates Homeowners Association, Old Elam Ranch Homeowners Association, and Telluride Pines Homeowners Association.

Please make known your support, questions, comments or concerns regarding Spitfire's second (2nd) year of operations following the SUP's approval by the BOCC. Spitfire's representatives have indicated that no flight operations have occurred at the air strips during the past calendar year. Please send your comments to Planning staff via email to planning@sanmiguelcountyco.gov or by US Mail to SMC Planning Department, PO Box 548, Telluride CO 81435 by Friday February 26, 2021.

The CPC at its March 11, 2021 meeting will make their recommendation to the Board as to any recommended changes to the conditions of the approved SUP, if any. The BOCC will then consider this recommendation afterward at a regular meeting at a date to be determined.

Attached for your information is the list of terms and conditions of the conditional approval of the Spitfire SUP application as approved by the BOCC in February 2019, and contained in the recorded Resolution 2019-005, and recorded February 28, 2019 in the Office of the County Clerk and Recorder, recording No. 456158.

If you have any questions regarding this notice or any related matter please do not hesitate to contact me, or Kaye Simonson, County Planning Director, at 970-728-3083 or kayes@sanmiguelcountyco.gov.

Regards,



1 message

Hugh Simon <a href="mailto:hasimon@hamon.com.hk">hasimon@hamon.com.hk></a>

Sun, Feb 21, 2021 at 7:21 PM

To: Chris Tamulonis <badgertam@gmail.com>, "johnh@sanmiguelcountyco.gov" <johnh@sanmiguelcountyco.gov>, "planning@sanmiguelcountyco.gov" <carmenw@sanmiguelcountyco.gov>

Cc: Kaye Simonson <kayes@sanmiguelcountyco.gov>, Kenny Maenpa <kenny@tellurideairport.com>, nathan worswick <unicasbuyer@hotmail.com>, "kristenhughes@gmail.com" <kristenhughes@gmail.com>, Frank & Joann Ames <basilames@sbcglobal.net>, Deb and Dalen Stevens <debwhitestevens@gmail.com>, Sarah Center <sfc1121@earthlink.net>, Karen Barnett <ksbarnett67@gmail.com>, Ron Benson <bensonron@yahoo.com>, Mary Bartko <entwife8@yahoo.com>, Dan Elder <dbelder1@gmail.com>, Paul Talmey <talmey@flyinghusky.com>, Nancy Talmey <nancytalmey@talmey-drake.com>, Alan Bradbury <alan81435@gmail.com>, zz MV Pass Office <rtpsales@tellurideskiresort.com>, Cande Grogan <candegrogan@gmail.com>, Mark Nicholson <markaroni1@yahoo.com>, JERRY C P YIN <jcyin@wisc.edu>, "suzhuz@yahoo.com" <suzhuz@yahoo.com>, Steve Dunn <sjdunn2447@hotmail.com>, Frederick Stemmler <fistemmler14@gmail.com>, Thomas Miller <az4millers@comcast.net>, Scott Carson <scott@smilinglake.com>, "kit.page@state.co.us" <kit.page@state.co.us>, Fin Font <drew@yillagevetcenter.com>, Hugh Simon <hasimon@hamon.com.hk>, Bonnie Carson <bonnie@smilinglake.com>, Dave & Carla Mackown <carla.bouthillier@gmail.com>, Chandler Tamulonis <chandlertnt@gmail.com>, Kelly Crane <kelly.crane@state.co.us>, Diane Downs <downsranch@montrose.net>, Ann Siner <annsiner@aol.com>, Myriam Dietrich <mmdietrich512@gmail.com>, Thelma Starner <jatstarner@aol.com>, Joe Ryan <joe@sanjuanhuts.com>, "thenwhatfilms@aol.com" <thenwhatfilms@aol.com>, Cathy Carlson <cathy@telluridecolorado.net>, Joseph Sohm <joseph@visionsofamerica.com>, Bob Newman <newman2980@gmail.com>, "humphreysjanet@ymail.comv" <humphreysjanet@ymail.comv>, "orlodietrich@ansleycapitol.com" <orlodietrich@ansleycapitol.com>, "lpboflondon@aol.com" <lpboflondon@aol.com>, Kent Karber <kkarber@hollandhart.com>, Glen Pihl <qlenpihl@gmail.com>, Sally Cruikshank <funonmars@gmail.com>, John Uribe <juribe@bellsouth.net>, "pfagen3@gmail.com" <pfagen3@gmail.com>, Mark Carlson <mtnbuilders@telluridecolorado.net>, "tonyl@pbpenick.com" <tonyl@pbpenick.com>, Frank Ruggeri <frank@telluride.com>, "talbotwilt@hotmail.com" <talbotwilt@hotmail.com>, Dianne Muntean <cyberdianne@aol.com>, Diane Hooper <mtwoman812@aol.com>, Bryan Dow <dow.bryan@gmail.com>, "jonathanfike@telluridegravel.com" <jonathanfike@telluridegravel.com>, "denise2frank@yahoo.com" <denise2frank@yahoo.com>, Alan Heath <a.heath@bresnan.net>, "hhastings@me.com" <hhastings@me.com>, Bettie Hastings <bettie.hastings@gmail.com>, erika.a.bush@gmail.com" <erika.a.bush@gmail.com>, "Jeffrey J. Conklin" <jjc@mountainlawfirm.com>," inwolfcattle@gmail.com" <jnwolfcattle@gmail.com>, Steven Guidorzi <sguidorzi@gmail.com>, Janet Humphreys" <humphreysjanet@gmail.com>, Spike&Myriam Dietrich <orlodietrich@ansleycapital.com>, Tony Lee <tonyl@tbpenick.com>, "jonathan.fike@telluridegravel.com" <jonathan.fike@telluridegravel.com>, Fred & Lanier Begeman <begemandds@aol.com>, MARSHA <mraeber@comcast.net>, "bobb643@yahoo.com" <bobb643@yahoo.com>, "tlcflight@aol.com" <RKMONTGOMERY8@msn.com>, Janice Zink <jumpinjan1127@gmail.com>, "Susie St. Onge" <sstonge1@hotmail.com>, Rita Robinson <rita.marie.robinson@gmail.com>, Damerel <damerel@yahoo.com>, Erik Fallenius <telluridebroker@gmail.com>, sherry brieske <sabrieske@googlemail.com>, Lexi Tuddenham <lexi@sheepmountainalliance.org>, "johnholstrom7@gmail.com" <johnholstrom7@gmail.com>, Mary Hart Harris <maryhartharris84@gmail.com>, kory cornum <koryf15@hotmail.com>, Lucas Price <lucas@lacocinatelluride.com>, Peter Kingman <pkingman@gmail.com>, Bill Burgess <burgesspm@gmail.com>, Hastings Padua <hastingspadua@gmail.com>, JODY STEVE <ipvanstratt5@msn.com>, Tim McGrady <timj.mcgrady@gmail.com>, "kshugars@yahoo.com" <kshugars@yahoo.com>, "jdallasdivide@hotmail.com" <jdallasdivide@hotmail.com>, Bob Hennessy <bob.f.hennessy@gmail.com>, Kurt Shugars <kurt@shugarscompany.com>

Dear John,

I am writing to oppose to the renewal of the Spitfire Realty LLC Aircraft Landing Area Special Use Permit (SUP).

I have expressed my objection to the SUP right from the beginning and still hold the same view.

With best regards,			
Hugh Simon Lot 3			
Hugh Simon			
Director  Hamon Properties Ltd			
One Connaught Place  Control Hong Kong			
Central, Hong Kong			
+852 2526 4268 (Gen Tel)   +852 2973 5323 (Dir Tel)   +852 2526 7277 (Fax) hasimon@hamon.com.hk   www.hamon.com.hk			

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-----Original Message-----

From: Chris Tamulonis [mailto:badgertam@gmail.com]

Sent: Saturday, 13 February 2021 4:17 AM

To: johnh@sanmiguelcountyco.gov; planning@sanmiguelcountyco.gov; carmenw@sanmiguelcountyco.gov
Cc: Kaye Simonson <kayes@sanmiguelcountyco.gov>; Kenny Maenpa <kenny@tellurideairport.com>; nathan worswick
<unicasbuyer@hotmail.com>; kristenhughes@gmail.com; Frank & Joann Ames <basilames@sbcglobal.net>; Deb and
Dalen Stevens <debwhitestevens@gmail.com>; Sarah Center <sfc1121@earthlink.net>; Karen Barnett
<ksbarnett67@gmail.com>; Ron Benson <br/>
<br/



1 message

J North <inwolfcattle@gmail.com>

Thu, Feb 11, 2021 at 4:57 PM

To: Ann <annsiner@aol.com>

Cc: Alan Bradbury <alan81435@gmail.com>, Alan Heath <a.heath@bresnan.net>, Amy Markwell <amym@sanmiguelcountyco.gov>, Bettie and Hill Hastings <bettie.hastings@gmail.com>, Bill Burgess <burgesspm@gmail.com>, Bob & Chris Newman <newman2980@gmail.com>, Bob Hennessy <br/><bob.f.hennessy@gmail.com>, Bonnie Carson <br/>
<br/>bonnie@smilinglake.com>, Bryan Dow <dow.bryan@gmail.com>, Cathy Carlson <cathy@telluridecolorado.net>, Damerel <damerel@yahoo.com>, Dan Elder <Dbelder1@gmail.com>, Dave Mackown & Carla Bouthillier Mackown <carla.bouthillier@gmail.com>, Deb and Dalen Stevens <debwhitestevens@gmail.com>, Diane Downs <downsranch@montrose.net>, Diane Hooper <mtwoman812@aol.com>, Dianne Muntean <cyberdianne@aol.com>, Erik Fallenius <telluridebroker@gmail.com>, Fin Font <drew@villagevetcenter.com>, Frank & Joann Ames <basilames@sbcglobal.net>, Frank Ruggeri <frank@telluride.com>, Fred & Lanier Begeman <br/> / Segemandds@aol.com>, Frederick Stemmler <fistemmler14@gmail.com>, Hastings Padua <hastingspadua@gmail.com>, Hill Hastings II <hhastings@me.com>, Hugh Simon <hastingn@hamon.com.hk>, JERRY C P YIN <icvin@wisc.edu>, JODY STEVE <ivanstratt5@msn.com>, Janet Humphreys <humphreysjanet@gmail.com>, Janice Zink <jumpinjan1127@gmail.com>, "Jeffrey J. Conklin" <jjc@mountainlawfirm.com>, Joe Ryan <joe@sanjuanhuts.com>, Joe Sohm <joseph@visionsofamerica.com>, John Huebner <johnh@sanmiguelcountyco.gov>, John Uribe <juribe@bellsouth.net>, Karen Barnett <ksbarnett67@gmail.com>, Kaye Simonson <kayes@sanmiguelcountyco.gov>, Kelly Crane <kelly.crane@state.co.us>, Kenny Maenpa <kenny@tellurideairport.com>, Kent Karber <kkarber@hollandhart.com>, Kurt Shugars <kurt@shugarscompany.com>, Lexi Tuddenham <lexi@sheepmountainalliance.org>, Lucas Price <lucas@lacocinatelluride.com>, MARSHA <mraeber@comcast.net>, Mark Carlson <mtnbuilders@telluridecolorado.net>, Mark Nicholson <markaroni1@yahoo.com>, Mary Bartko <entwife8@yahoo.com>, Mary Hart Harris <maryhartharris84@gmail.com>, Myriam Dietrich <mmdietrich512@gmail.com>, Nancy Talmey <nancytalmey@talmey-</p> drake.com>, Patrick Kelly <thenwhatfilms@aol.com>, Paul Talmey <talmey@flyinghusky.com>, Peter Kingman <pkingman@gmail.com>, RUSSELL <RKMONTGOMERY8@msn.com>, Rita Robinson <rita.marie.robinson@gmail.com>, Scott Carson <scott@smilinglake.com>, Spike&Myriam Dietrich <orlodietrich@ansleycapital.com>, Steve Dunn <sjdunn2447@hotmail.com>, Steven Guidorzi <sguidorzi@gmail.com>, "Susie St. Onge" <sstonge1@hotmail.com>, Thelma Starner <jatstarner@aol.com>, Thomas Miller <az4millers@comcast.net>, Tim McGrady <timj.mcgrady@gmail.com>, Tony Lee <tonyl@tbpenick.com>, Trevor James <Trevor@fusearchitect.com>, badgertam@gmail.com, bobb643@yahoo.com, candegrogan@gmail.com, chandlertnt@gmail.com, denise2frank@yahoo.com, erika.a.bush@gmail.com, glenpihl@gmail.com, humphreysjanet@ymail.comv, jdallasdivide@hotmail.com, johnholstrom7@gmail.com, jonathan.fike@telluridegravel.com, jonathanfike@telluridegravel.com, karjames@gmail.com, kit.page@state.co.us, kory cornum <koryf15@hotmail.com>, kristenhughes@gmail.com, kshugars@yahoo.com, lpboflondon@aol.com, nathan worswick <unicasbuyer@hotmail.com>, orlodietrich@ansleycapitol.com, pfagen3@gmail.com, rtpsales@tellurideskiresort.com, sherry brieske <sabrieske@googlemail.com>, suzhuz@yahoo.com, talbotwilt@hotmail.com, tlcflight@aol.com, tonyl@pbpenick.com

Spit fire appears to be moving towards their new ranch in the cimerons with a new acquisition and is selling this property. There is no point in continuing this.

On Thu, Feb 11, 2021 at 4:50 PM Ann <annsiner@aol.com> wrote:

I fully agree with Patrick and Nathan. I would encourage the removal of the special use permit. Thank you.

Ann Siner

On Feb 11, 2021, at 11:53 AM, Patrick Kelly <a href="mailto:kelly.com">thenwhatfilms@aol.com</a> wrote:

Dear John and my Mesa Neighbors,

Any private "airport" on Hastings will exist solely to satisfy the whims of the owner at the expense of public beauty and solitude. Anyone who feels there's a dearth of engine noise and capricious roads to prove wallet thickness must have moved here by mistake. I live at 2930 Rd 56V and can see the slanted



1 message

John Uribe <juribe@bellsouth.net>

Thu, Feb 11, 2021 at 2:12 PM

To: nathan worswick <unicasbuyer@hotmail.com>

Cc: Patrick Kelly <thenwhatfilms@aol.com>, Hill Hastings II <hhastings@me.com>, John Huebner <johnh@sanmiguelcountyco.gov>, Kenny Maenpa <kenny@tellurideairport.com>, kristenhughes@gmail.com, Frank & Joann <sfc1121@earthlink.net>, Karen Barnett <ksbarnett67@gmail.com>, Ron Benson <bensonron@yahoo.com>, Mary Bartko <entwife8@yahoo.com>, Dan Elder <dbelder1@gmail.com>, Paul Talmey <talmey@flyinghusky.com>, Nancy Talmey <nancytalmey@talmey-drake.com>, Alan Bradbury <alan81435@gmail.com>, rtpsales@tellurideskiresort.com, candegrogan@gmail.com, Mark Nicholson <markaroni1@yahoo.com>, JERRY C P YIN <jcyin@wisc.edu>, suzhuz@yahoo.com, Steve Dunn <sjdunn2447@hotmail.com>, Frederick Stemmler <fjstemmler14@gmail.com>, Thomas Miller <az4millers@comcast.net>, Scott Carson <scott@smilinglake.com>, kit.page@state.co.us, Fin Font <drew@villagevetcenter.com>, Hugh Simon <hasimon@hamon.com.hk>, Bonnie Carson <bonnie@smillinglake.com>, Dave Mackown & Carla Bouthillier Mackown <carla.bouthillier@gmail.com>, chandlertnt@gmail.com, Kelly Crane <kelly.crane@state.co.us>, Diane Downs <downsranch@montrose.net>, Ann Siner <annsiner@aol.com>, Myriam Dietrich <mmdietrich512@gmail.com>, Thelma Starner <jatstarner@aol.com>, Joe Ryan <joe@sanjuanhuts.com>, Cathy Carlson <cathy@telluridecolorado.net>, Joe Sohm <joseph@visionsofamerica.com>, Bob & Chris Newman <newman2980@gmail.com>, humphreysjanet@ymail.comv, orlodietrich@ansleycapitol.com, lpboflondon@aol.com, Kent Karber <kkarber@hollandhart.com>, glenpihl@gmail.com, badgertam@gmail.com, Sally Cruikshank <funonmars@gmail.com>, pfagen3@gmail.com, Mark Carlson <mtnbuilders@telluridecolorado.net>, tonyl@pbpenick.com, Frank Ruggeri <frank@telluride.com>, talbotwilt@hotmail.com, Dianne Muntean <cyberdianne@aol.com>, Diane Hooper <mtwoman812@aol.com>, Bryan Dow <dow.bryan@gmail.com>, jonathanfike@telluridegravel.com, denise2frank@yahoo.com, Alan Heath <a.heath@bresnan.net>, Bettie and Hill Hastings <bettie.hastings@gmail.com>, erika.a.bush@gmail.com, "Jeffrey J. Conklin" <jjc@mountainlawfirm.com>, jnwolfcattle@gmail.com, Steven Guidorzi <sguidorzi@gmail.com>, Janet Humphreys <humphreysjanet@gmail.com>, Spike&Myriam Dietrich <orlodietrich@ansleycapital.com>, Tony Lee <tonyl@tbpenick.com>, jonathan.fike@telluridegravel.com, Fred & Lanier Begeman <begemandds@aol.com>, MARSHA <mraeber@comcast.net>, bobb643@yahoo.com, tlcflight@aol.com, Trevor James <trevor@fusearchitect.com>, karjames@gmail.com, RUSSELL <RKMONTGOMERY8@msn.com>, Janice Zink <jumpinjan1127@gmail.com>, "Susie St. Onge" <sstonge1@hotmail.com>, Rita Robinson <rita.marie.robinson@gmail.com>, Damerel <damerel@yahoo.com>, Erik Fallenius <telluridebroker@gmail.com>, sherry brieske <sabrieske@googlemail.com>, Lexi Tuddenham <lexi@sheepmountainalliance.org>, johnholstrom7@gmail.com, Mary Hart Harris <maryhartharris84@gmail.com>, kory cornum <koryf15@hotmail.com>, Lucas Price <lucas@lacocinatelluride.com>, Peter Kingman <pkingman@gmail.com>, Bill Burgess <burgesspm@gmail.com>, Hastings Padua <hastingspadua@gmail.com>, JODY STEVE <ipvanstratt5@msn.com>, Tim McGrady <timj.mcgrady@gmail.com>, kshugars@yahoo.com, jdallasdivide@hotmail.com, Bob Hennessy <bob.f.hennessy@gmail.com>, Kurt Shugars <kurt@shugarscompany.com>, Kaye Simonson <kayes@sanmiquelcountyco.gov>, Amy Markwell <amym@sanmiquelcountyco.gov>

I certainly 2nd that which are my sentiments exactly John Uribe 1775 56V Rd

Sent from my iPhone

On Feb 11, 2021, at 2:22 PM, nathan worswick <unicasbuyer@hotmail.com> wrote:

And to you John, Nathan

Get Outlook for iOS

From: Patrick Kelly <thenwhatfilms@aol.com>
Sent: Thursday, February 11, 2021 1:53:30 PM
To: nathan worswick <unicasbuyer@hotmail.com>

Cc: Hill Hastings II < hhastings@me.com>; John Huebner < johnh@sanmiguelcountyco.gov>; Kenny Maenpa <kenny@tellurideairport.com>; kristenhughes@gmail.com <kristenhughes@gmail.com>; Frank & Joann Ames <basilames@sbcglobal.net>; Deb and Dalen Stevens <debwhitestevens@gmail.com>; Sarah Center <Sfc1121@earthlink.net>; Karen Barnett <ksbarnett67@gmail.com>; Ron Benson <bensonron@yahoo.com>; Mary Bartko <entwife8@yahoo.com>; Dan Elder <Dbelder1@gmail.com>; Paul Talmey <talmey@flyinghusky.com>; Nancy Talmey <nancytalmey@talmey-drake.com>; Alan Bradbury <alan81435@gmail.com>; rtpsales@tellurideskiresort.com <rtpsales@tellurideskiresort.com>; candegrogan@gmail.com <candegrogan@gmail.com>; Mark Nicholson <markaroni1@yahoo.com>; JERRY C P YIN <jcyin@wisc.edu>; suzhuz@yahoo.com <suzhuz@yahoo.com>; Steve Dunn <sjdunn2447@hotmail.com>; Frederick Stemmler <fjstemmler14@gmail.com>; Thomas Miller <az4millers@comcast.net>; Scott Carson <scott@smilinglake.com>; kit.page@state.co.us <kit.page@state.co.us>; Fin Font <drew@villagevetcenter.com>; Hugh Simon <hasimon@hamon.com.hk>; Bonnie Carson <bonnie@smilinglake.com>; Dave Mackown & Carla Bouthillier Mackown <carla.bouthillier@gmail.com>; chandlertnt@gmail.com <chandlertnt@gmail.com>; Kelly Crane <kelly.crane@state.co.us>; Diane Downs <downsranch@montrose.net>; Ann Siner <annsiner@aol.com>; Myriam Dietrich <mmdietrich512@gmail.com>; Thelma Starner <jatstarner@aol.com>; Joe Ryan <joe@sanjuanhuts.com>; Cathy Carlson <cathy@telluridecolorado.net>; Joe Sohm <joseph@visionsofamerica.com>; Bob & Chris Newman <newman2980@gmail.com>; humphreysjanet@ymail.comv <humphreysjanet@ymail.comv>; orlodietrich@ansleycapitol.com <orlodietrich@ansleycapitol.com>; lpboflondon@aol.com <lpboflondon@aol.com>; Kent Karber <kkarber@hollandhart.com>; glenpihl@gmail.com <glenpihl@gmail.com>; badgertam@gmail.com <badgertam@gmail.com>; Sally Cruikshank <funonmars@gmail.com>; John Uribe <juribe@bellsouth.net>; pfagen3@gmail.com <pfagen3@gmail.com>; Mark Carlson <mtnbuilders@telluridecolorado.net>; tonyl@pbpenick.com <tonyl@pbpenick.com>; Frank Ruggeri <frank@telluride.com>; talbotwilt@hotmail.com <talbotwilt@hotmail.com>; Dianne Muntean <cyberdianne@aol.com>; Diane Hooper <mtwoman812@aol.com>; Bryan Dow <dow.bryan@gmail.com>; jonathanfike@telluridegravel. com <jonathanfike@telluridegravel.com>; denise2frank@yahoo.com <denise2frank@yahoo.com>; Alan Heath <a.heath@bresnan.net>; Bettie and Hill Hastings <br/><bettie.hastings@gmail.com>; erika.a.bush@gmail.com <erika.a.bush@gmail.com>; Jeffrey J. Conklin <jjc@mountainlawfirm.com>; jnwolfcattle@gmail.com <jnwolfcattle@gmail.com>; Steven Guidorzi <sguidorzi@gmail.com>; Janet Humphreys <humphreysjanet@gmail.com>; Spike&Myriam Dietrich <orlodietrich@ansleycapital.com>; Tony Lee <tonyl@tbpenick.com>; jonathan.fike@telluridegravel.com <jonathan.fike@telluridegravel.com>; Fred & Lanier Begeman <begemandds@aol.com>; MARSHA <mraeber@comcast.net>; bobb643@yahoo.com <bobbb643@yahoo.com>; tlcflight@aol.com <tlcflight@aol.com>; Trevor James <Trevor@fusearchitect.com>; karjames@gmail.com <karjames@gmail.com>; RUSSELL <RKMONTGOMERY8@msn.com>; Janice Zink <jumpinjan1127@gmail.com>; Susie St. Onge <sstonge1@hotmail.com>; Rita Robinson <rita.marie.robinson@gmail.com>; Damerel <damerel@yahoo.com>; Erik Fallenius <telluridebroker@gmail.com>; sherry brieske <sabrieske@googlemail.com>; Lexi Tuddenham <lexi@sheepmountainalliance.org>; johnholstrom7@gmail.com <johnholstrom7@gmail.com>; Mary Hart Harris <maryhartharris84@gmail.com>; kory cornum <koryf15@hotmail.com>; Lucas Price <lucas@lacocinatelluride.com>; Peter Kingman <pkingman@gmail.com>; Bill Burgess <burgesspm@gmail.com>; Hastings Padua <hastingspadua@gmail.com>; JODY STEVE <jvanstratt5@msn.com>; Tim McGrady <timj.mcgrady@gmail.com>; kshugars@yahoo.com <kshugars@yahoo.com>; jdallasdivide@hotmail.com <jdallasdivide@hotmail.com>; Bob Hennessy <bob.f.hennessy@gmail.com>; Kurt Shugars <kurt@shugarscompany.com>; Kaye Simonson <kayes@sanmiguelcountyco.gov>; Amy Markwell <amym@sanmiguelcountyco.gov> Subject: Re: Notice of 2nd Annual Review: Spitfire Realty, LLC Aircraft Landing Areas Special Use Permit

Any private "airport" on Hastings will exist solely to satisfy the whims of the owner at the expense of public beauty and solitude. Anyone who feels there's a dearth of engine noise and capricious roads to prove wallet thickness must have moved here by mistake. I live at 2930 Rd 56V and can see the slanted little runway from my place. I will also reference my opposition letter of 2 years ago when this flight issue first came up. To summarize: It's selfish, wrong headed, and flat tasteless.

Best Patrick Kelly and Family

Sent from my iPhone

On Feb 11, 2021, at 10:17 AM, nathan worswick <unicasbuyer@hotmail.com> wrote:

Community members,

In my view the Spitfire experience has been a long string of falsehoods.

The airport being one of the most glaring.

Spitfire represented himself as a airplane enthusiast and there was a lot of conversation regarding potential issues regarding this permit.

Now it seems that his enthusiasm for his properties has run out.

His home in Hastings Estate, etc are for sale. A horrid new driveway desecrating the landscape has been installed after the county declined his application for a new unneeded road to his home.

Not one flight has ever come or gone after all the initial claims of enthusiasm

This is a short list...

Personally I see no to approve the airport, Use it or lose it. And other sayings apply

Thanks for you consideration Nathan Worswick and family Lot 15, Hastings Mesa Estates

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From: Hill Hastings II < hhastings@me.com> Sent: Wednesday, February 10, 2021 2:19:11 PM To: John Huebner < johnh@sanmiguelcountyco.gov> Cc: Kenny Maenpa < kenny@tellurideairport.com>; nathan worswick <unicasbuyer@hotmail.com>; kristenhughes@gmail.com <kristenhughes@gmail.com>; Frank & Joann Ames <basilames@sbcglobal.net>; Deb and Dalen Stevens < debwhitestevens@gmail.com>; Sarah Center <sfc1121@earthlink.net>; Karen Barnett <ksbarnett67@gmail.com>; Ron Benson <bensonron@yahoo.com>; Mary Bartko <entwife8@yahoo.com>; Dan Elder <dbelder1@gmail.com>; Paul Talmey <talmey@flyinghusky.com>; Nancy Talmey <nancytalmey@talmey-drake.com>; Alan Bradbury <alan81435@gmail.com>; rtpsales@tellurideskiresort.com <rtpsales@tellurideskiresort.com>; candegrogan@gmail.com <candegrogan@gmail.com>; Mark Nicholson <markaroni1@yahoo.com>; JERRY C P YIN <jcyin@wisc.edu>; suzhuz@yahoo.com <suzhuz@yahoo.com>; Steve Dunn <sjdunn2447@hotmail.com>; Frederick Stemmler <fjstemmler14@gmail.com>; Thomas Miller <az4millers@comcast.net>; Scott Carson <scott@smilinglake.com>; kit.page@state.co.us <kit.page@state.co.us>; Fin Font <drew@villagevetcenter.com>; Hugh Simon <hasimon@hamon.com.hk>; Bonnie Carson <box>
<br/>bonnie@smilinglake.com>; Dave Mackown & Carla Bouthillier Mackown <carla.bouthillier@gmail.com>; chandlertnt@gmail.com <chandlertnt@gmail.com>; Kelly Crane < kelly.crane@state.co.us>; Diane Downs < downsranch@montrose.net>;



# **Spitfire**

1 message

Kris Holstrom < krish@sanmiguelcountyco.gov>

Fri, Feb 12, 2021 at 1:08 PM

To: John Huebner <johnh@sanmiguelcountyco.gov>, Kaye Simonson <kayes@sanmiguelcountyco.gov>

Hi folks,

I had a neighbor forward info about the review on this. I thought I'd asked to be on there or that John Holstrom be added to it as a neighbor....

But anyway, I did see last night what I believe was a helicopter take off from the property. I thought they were not to use it during the winter. Curious about that.

Thanks, Kris

--





Kris Holstrom San Miguel County Commissioner District 3 970-708-0289



1 message

nathan worswick <unicasbuyer@hotmail.com>

Thu, Feb 11, 2021 at 11:17 AM

To: Hill Hastings II <hhastings@me.com>, John Huebner <johnh@sanmiguelcountyco.gov> Cc: Kenny Maenpa <kenny@tellurideairport.com>, "kristenhughes@gmail.com" <kristenhughes@gmail.com>, Frank & Joann Ames <br/>
<a href="mailto:Amesass: seriod bases">Ames <br/>
<a href="mailto:Amesass: seriod bases: <sfc1121@earthlink.net>, Karen Barnett <ksbarnett67@gmail.com>, Ron Benson <bensonron@yahoo.com>, Mary Bartko <entwife8@yahoo.com>, Dan Elder <dbelder1@gmail.com>, Paul Talmey <talmey@flyinghusky.com>, Nancy Talmey <nancytalmey@talmey-drake.com>, Alan Bradbury <alan81435@gmail.com>, "rtpsales@tellurideskiresort.com" <rtpsales@tellurideskiresort.com>, "candegrogan@gmail.com" <candegrogan@gmail.com>, Mark Nicholson <markaroni1@yahoo.com>, JERRY C P YIN <jcyin@wisc.edu>, "suzhuz@yahoo.com" <suzhuz@yahoo.com>, Steve Dunn <sidunn2447@hotmail.com>, Frederick Stemmler <fistemmler14@gmail.com>, Thomas Miller <az4millers@comcast.net>, Scott Carson <scott@smilinglake.com>, "kit.page@state.co.us" <kit.page@state.co.us>, Fin Font <drew@villagevetcenter.com>, Hugh Simon <hasimon@hamon.com.hk>, Bonnie Carson <bonnie@smilinglake.com>, Dave Mackown & Carla Bouthillier Mackown <carla.bouthillier@gmail.com>, "chandlertnt@gmail.com" <chandlertnt@gmail.com>, Kelly Crane <kelly.crane@state.co.us>, Diane Downs <downsranch@montrose.net>, Ann Siner <annsiner@aol.com>, Myriam Dietrich <mmdietrich512@gmail.com>, Thelma Starner <jatstarner@aol.com>, Joe Ryan <joe@sanjuanhuts.com>, "thenwhatfilms@aol.com" <thenwhatfilms@aol.com>, Cathy Carlson <cathy@telluridecolorado.net>, Joe Sohm <joseph@visionsofamerica.com>, Bob & Chris Newman <newman2980@gmail.com>, "humphreysjanet@ymail.comv" <a href="https://www.news.com/">humphreysjanet@ymail.com/">norlodietrich@ansleycapitol.com/</a>, "orlodietrich@ansleycapitol.com" <orlodietrich@ansleycapitol.com</a>, "lpboflondon@aol.com" <lpboflondon@aol.com>, Kent Karber <kkarber@hollandhart.com>, "glenpihl@gmail.com" <glenpihl@gmail.com>, "badgertam@gmail.com" <badgertam@gmail.com>, Sally Cruikshank <funonmars@gmail.com>, John Uribe <juribe@bellsouth.net>, "pfagen3@gmail.com" <pfagen3@gmail.com>, Mark Carlson <mtnbuilders@telluridecolorado.net>, "tanyl@pbpenick.com" <tonyl@pbpenick.com>, Frank Ruggeri <frank@telluride.com>, "talbotwilt@hotmail.com" <talbotwilt@hotmail.com>, Dianne Muntean <cyberdianne@aol.com>, Diane Hooper <mtwoman812@aol.com>, Bryan Dow <dow.bryan@gmail.com>, "jonathanfike@telluridegravel.com" <jonathanfike@telluridegravel.com>, denise2frank@yahoo.com" <denise2frank@yahoo.com>, Alan Heath <a.heath@bresnan.net>, Bettie and Hill Hastings" <bettie.hastings@gmail.com>, "erika.a.bush@gmail.com" <erika.a.bush@gmail.com>, "Jeffrey J. Conklin" <jjc@mountainlawfirm.com>, "jnwolfcattle@gmail.com" <jnwolfcattle@gmail.com>, Steven Guidorzi <sguidorzi@gmail.com>, Janet Humphreys <humphreysjanet@gmail.com>, Spike&Myriam Dietrich <orlodietrich@ansleycapital.com>, Tony Lee <tonyl@tbpenick.com>, "jonathan.fike@telluridegravel.com" <jonathan.fike@telluridegravel.com>, Fred & Lanier Begeman <begenandds@aol.com>, MARSHA <mraeber@comcast.net>, "bobb643@yahoo.com" <bobb643@yahoo.com>, "tlcflight@aol.com" <tlcflight@aol.com>, Trevor James <Trevor@fusearchitect.com>, "karjames@gmail.com" <a href="mailto:karjames@gmail.com">, RUSSELL <RKMONTGOMERY8@msn.com</a>, Janice Zink <jumpinjan1127@gmail.com</a>, "Susie St. Onge" <sstonge1@hotmail.com>, Rita Robinson <rita.marie.robinson@gmail.com>, Damerel <damerel@yahoo.com>, Erik Fallenius <telluridebroker@gmail.com>, sherry brieske <sabrieske@googlemail.com>, Lexi Tuddenham <lexi@sheepmountainalliance.org>, "johnholstrom7@gmail.com" <johnholstrom7@gmail.com>, Mary Hart Harris <maryhartharris84@gmail.com>, kory cornum <koryf15@hotmail.com>, Lucas Price <lucas@lacocinatelluride.com>, Peter Kingman <pkingman@gmail.com>, Bill Burgess <burgesspm@gmail.com>, Hastings Padua <hastingspadua@gmail.com>, JODY STEVE <ipvanstratt5@msn.com>, Tim McGrady <timj.mcgrady@gmail.com>, "kshugars@yahoo.com" <kshugars@yahoo.com>, "jdallasdivide@hotmail.com" <jdallasdivide@hotmail.com>, Bob Hennessy <br/><bob.f.hennessy@gmail.com>, Kurt Shugars <kurt@shugarscompany.com>, Kaye Simonson <a href="mailto:</a><a href="mailto:</a> <a href="m

## Community members,

In my view the Spitfire experience has been a long string of falsehoods.

The airport being one of the most glaring.

Spitfire represented himself as a airplane enthusiast and there was a lot of conversation regarding potential issues regarding this permit.

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Personally I see no to approve the airport, Use it or lose it. And other sayings apply

Thanks for you consideration Nathan Worswick and family Lot 15, Hastings Mesa Estates

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To: John Huebner <a href="mailto:richastings@me.com">johnh@sanmiguelcountyco.gov</a>

Cc: Kenny Maenpa <kenny@tellurideairport.com>; nathan worswick <unicasbuyer@hotmail.com>; kristenhughes@gmail.com <kristenhughes@gmail.com>; Frank & Joann Ames <basilames@sbcglobal.net>; Deb and Dalen Stevens <a href="mailto:com">debwhitestevens@gmail.com</a>; Sarah Center <sfc1121@earthlink.net>; Karen Barnett <ksbarnett67@gmail.com>; Ron Benson <bensonron@yahoo.com>; Mary Bartko <entwife8@yahoo.com>; Dan Elder <dbelder1@gmail.com>; Paul Talmey <talmey@flyinghusky.com>; Nancy Talmey <nancytalmey@talmeydrake.com>; Alan Bradbury <alan81435@gmail.com>; rtpsales@tellurideskiresort.com <rtpsales@tellurideskiresort.com>; candegrogan@gmail.com <candegrogan@gmail.com>; Mark Nicholson <markaroni1@yahoo.com>; JERRY C P YIN <jcyin@wisc.edu>; suzhuz@yahoo.com <suzhuz@yahoo.com>; Steve Dunn <sjdunn2447@hotmail.com>; Frederick Stemmler <fjstemmler14@gmail.com>; Thomas Miller <az4millers@comcast.net>; Scott Carson <scott@smilinglake.com>; kit.page@state.co.us <kit.page@state.co.us>; Fin Font <drew@villagevetcenter.com>; Hugh Simon <hasimon@hamon.com.hk>; Bonnie Carson <br/> <br/>bonnie@smilinglake.com>; Dave Mackown & Carla Bouthillier Mackown <carla.bouthillier@gmail.com>; chandlertnt@gmail.com <chandlertnt@gmail.com>; Kelly Crane <kelly.crane@state.co.us>; Diane Downs <downsranch@montrose.net>; Ann Siner <annsiner@aol.com>; Myriam Dietrich <mmdietrich512@gmail.com>; Thelma Starner <jatstarner@aol.com>; Joe Ryan <joe@sanjuanhuts.com>; thenwhatfilms@aol.com <thenwhatfilms@aol.com>; Cathy Carlson <cathy@telluridecolorado.net>; Joe Sohm <joseph@visionsofamerica.com>; Bob & Chris Newman <newman2980@gmail.com>; humphreysjanet@ymail.comv <humphreysjanet@ymail.comv>; orlodietrich@ansleycapitol.com <orlodietrich@ansleycapitol.com>; lpboflondon@aol.com <lpboflondon@aol.com>; Kent Karber <kkarber@hollandhart.com>; glenpihl@gmail.com <glenpihl@gmail.com>; badgertam@gmail.com <badgertam@gmail.com>; Sally Cruikshank <funonmars@gmail.com>; John Uribe <juribe@bellsouth.net>; pfagen3@gmail.com <pfagen3@gmail.com>; Mark Carlson <mtnbuilders@telluridecolorado.net>; tonyl@pbpenick.com <tonyl@pbpenick.com>; Frank Ruggeri <frank@telluride.com>; talbotwilt@hotmail.com <talbotwilt@hotmail.com>; Dianne Muntean <cyberdianne@aol.com>; Diane Hooper <mtwoman812@aol.com>; Bryan Dow <dow.bryan@gmail.com>; jonathanfike@telluridegravel.com <jonathanfike@telluridegravel.com>; denise2frank@yahoo.com <denise2frank@yahoo.com>; Alan Heath <a.heath@bresnan.net>; Bettie and Hill Hastings <bettie.hastings@gmail.com>; erika.a.bush@gmail.com <erika.a.bush@gmail.com>; Jeffrey J. Conklin <jjc@mountainlawfirm.com>; jnwolfcattle@gmail.com <jnwolfcattle@gmail.com>; Steven Guidorzi <sguidorzi@gmail.com>; Janet Humphreys <humphreysjanet@gmail.com>; Spike&Myriam Dietrich <orlodietrich@ansleycapital.com>; Tony Lee <tonyl@tbpenick.com>; jonathan.fike@telluridegravel.com <jonathan.fike@telluridegravel.com>; Fred & Lanier Begeman <br/>begemandds@aol.com>; MARSHA <mraeber@comcast.net>; bobb643@yahoo.com <bbbb643@yahoo.com>; tlcflight@aol.com <tlr><tlcflight@aol.com>; Trevor James <Trevor@fusearchitect.com>; karjames@gmail.com <karjames@gmail.com>; RUSSELL <RKMONTGOMERY8@msn.com>; Janice Zink <jumpinjan1127@gmail.com>; Susie St. Onge <sstonge1@hotmail.com>; Rita Robinson <rita.marie.robinson@gmail.com>; Damerel <damerel@yahoo.com>; Erik Fallenius <telluridebroker@gmail.com>; sherry brieske <sabrieske@googlemail.com>; Lexi Tuddenham <lexi@sheepmountainalliance.org>; johnholstrom7@gmail.com <johnholstrom7@gmail.com>; Mary Hart Harris <maryhartharris84@gmail.com>; kory cornum <koryf15@hotmail.com>; Lucas Price <lucas@lacocinatelluride.com>; Peter Kingman <pkingman@gmail.com>; Bill Burgess <burgesspm@gmail.com>; Hastings Padua <hastingspadua@gmail.com>; JODY STEVE



1 message

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Thu, Feb 11, 2021 at 11:53 AM

To: nathan worswick <unicasbuyer@hotmail.com>

Cc: Hill Hastings II <hhastings@me.com>, John Huebner <johnh@sanmiguelcountyco.gov>, Kenny Maenpa <kenny@tellurideairport.com>, kristenhughes@gmail.com, Frank & Joann Ames <basilames@sbcglobal.net>, Deb and Dalen Stevens <debwhitestevens@gmail.com>, Sarah Center <Sfc1121@earthlink.net>, Karen Barnett <ksbarnett67@gmail.com>, Ron Benson <a href="mailto:sentwife8@yahoo.com">, Dan Elder <a href="mailto:Dbelder1@gmail.com">, Paul Elder <a href="mailto:Dbelder1@gmail.com">, Paul Elder <a href="mailto:Dbelder1@gmail.com">, Dan Elder <a href="mailto:Dbelder1@gma Talmey <talmey@flyinghusky.com>, Nancy Talmey <nancytalmey@talmey-drake.com>, Alan Bradbury <alana31435@gmail.com>, rtpsales@tellurideskiresort.com, candegrogan@gmail.com, Mark Nicholson <markaroni1@yahoo.com>, JERRY C P YIN <icyin@wisc.edu>, suzhuz@yahoo.com, Steve Dunn <sidunn2447@hotmail.com>, Frederick Stemmler <fistemmler14@gmail.com>, Thomas Miller <az4millers@comcast.net>, Scott Carson <scott@smilinglake.com>, kit.page@state.co.us, Fin Font <drew@villagevetcenter.com>, Hugh Simon <a href="mailto:</a>-<a href="mailto://www.hasimon@hamon.com.hk">, Bonnie Carson <a href="mailto://www.hasimon.com.hk">, Bonnie Carson <a href="mailto://www.hasimon.hk">, Bonnie Carson <a href="mailto://www.hasimon.hk">, Bonnie Carson <a href="mailto://www.hasimon.hk">, Bonnie Carson <a href="mailto://www.hk">, Bonnie Carson <a href="mailto://www.hasimon.hk">, Bonnie Carson <a href="mailto://www.hasimon.hk">, Bonnie Carson <a href="mailto://www.hk">, Bonnie <carla.bouthillier@gmail.com>, chandlertnt@gmail.com, Kelly Crane <kelly.crane@state.co.us>, Diane Downs <downsranch@montrose.net>, Ann Siner <annsiner@aol.com>, Myriam Dietrich <mmdietrich512@gmail.com>, Thelma Starner <jatstarner@aol.com>, Joe Ryan <joe@sanjuanhuts.com>, Cathy Carlson <cathy@telluridecolorado.net>, Joe Sohm <joseph@visionsofamerica.com>, Bob & Chris Newman <newman2980@gmail.com>, humphreysjanet@ymail.comv, orlodietrich@ansleycapitol.com, lpboflondon@aol.com, Kent Karber <kkarber@hollandhart.com>, glenpihl@gmail.com, badgertam@gmail.com, Sally Cruikshank <funonmars@gmail.com>, John Uribe <juribe@bellsouth.net>, pfagen3@gmail.com, Mark Carlson <mtnbuilders@telluridecolorado.net>, tonyl@pbpenick.com, Frank Ruggeri <frank@telluride.com>, talbotwilt@hotmail.com, Dianne Muntean <cyberdianne@aol.com>, Diane Hooper <mtwoman812@aol.com>, Bryan Dow <dow.bryan@gmail.com>, jonathanfike@telluridegravel.com, denise2frank@yahoo.com, Alan Heath <a.heath@bresnan.net>, Bettie and Hill Hastings <bettie.hastings@gmail.com>, erika.a.bush@gmail.com, "Jeffrey J. Conklin" <jjc@mountainlawfirm.com>, jnwolfcattle@gmail.com, Steven Guidorzi <sguidorzi@gmail.com>, Janet Humphreys <humphreysjanet@gmail.com>, Spike&Myriam Dietrich <orlodietrich@ansleycapital.com>, Tony Lee <tonyl@tbpenick.com>, jonathan.fike@telluridegravel.com, Fred & Lanier Begeman <begemandds@aol.com>, MARSHA <mraeber@comcast.net>, bobb643@yahoo.com, tlcflight@aol.com, Trevor James <Trevor@fusearchitect.com>, karjames@gmail.com, RUSSELL <RKMONTGOMERY8@msn.com>, Janice Zink <jumpinjan1127@gmail.com>, "Susie St. Onge" <sstonge1@hotmail.com>, Rita Robinson <rita.marie.robinson@gmail.com>, Damerel <damerel@yahoo.com>, Erik Fallenius <telluridebroker@gmail.com>, sherry brieske <sabrieske@googlemail.com>, Lexi Tuddenham <lexi@sheepmountainalliance.org>, johnholstrom7@gmail.com, Mary Hart Harris <maryhartharris84@gmail.com>, kory cornum <koryf15@hotmail.com>, Lucas Price <lucas@lacocinatelluride.com>, Peter Kingman <pkingman@gmail.com>, Bill Burgess <burgesspm@gmail.com>, Hastings Padua <hastingspadua@gmail.com>, JODY STEVE <ipvanstratt5@msn.com>, Tim McGrady <timj.mcgrady@gmail.com>, kshugars@yahoo.com, jdallasdivide@hotmail.com, Bob Hennessy <bob.f.hennessy@gmail.com>, Kurt Shugars <kurt@shugarscompany.com>, Kaye Simonson <kayes@sanmiquelcountyco.gov>, Amy Markwell <amym@sanmiquelcountyco.gov>

Dear John and my Mesa Neighbors,

Any private "airport" on Hastings will exist solely to satisfy the whims of the owner at the expense of public beauty and solitude. Anyone who feels there's a dearth of engine noise and capricious roads to prove wallet thickness must have moved here by mistake. I live at 2930 Rd 56V and can see the slanted little runway from my place. I will also reference my opposition letter of 2 years ago when this flight issue first came up. To summarize: It's selfish, wrong headed, and flat tasteless.

Best Patrick Kelly and Family

Sent from my iPhone

On Feb 11, 2021, at 10:17 AM, nathan worswick <unicasbuyer@hotmail.com> wrote:

Community members,



## Comment re Annual Review of Spitfire's SUP

1 message

talmey@flyinghusky.com <talmey@flyinghusky.com>

Fri, Feb 26, 2021 at 10:11 AM

To: planning@sanmiguelcountyco.gov

Cc: John Huebner <johnh@sanmiguelcountyco.gov>, Kenny Maenpa <kenny@tellurideairport.com>, nathan worswick <unicasbuyer@hotmail.com>, kristenhughes@gmail.com, Frank & Joann Ames <basilames@sbcglobal.net>, Deb and Dalen Stevens <debwhitestevens@gmail.com>, Sarah Center <sfc1121@earthlink.net>, Karen Barnett <ksbarnett67@gmail.com>, Ron Benson <br/> / Benson <br/> / Benson on Come / Mary Bartko <entwife8@yahoo.com / Dan Elder <br/> / Dan Elder / Talmey <nancytalmey@talmey-drake.com>, Alan Bradbury <alan81435@gmail.com>, rtpsales@tellurideskiresort.com, Cande Grogan <a href="mailto:candegrogan@gmail.com">candegrogan@gmail.com</a>, Mark Nicholson <markaroni1@yahoo.com</a>, JERRY C P YIN <icyin@wisc.edu</a>, suzhuz@yahoo.com, Steve Dunn <sjdunn2447@hotmail.com>, Frederick Stemmler <fjstemmler14@gmail.com>, Thomas Miller <az4millers@comcast.net>, Scott Carson <scott@smilinglake.com>, kit.page@state.co.us, Fin Font <drew@villagevetcenter.com>, Hugh Simon <hasimon@hamon.com.hk>, Bonnie Carson <bonnie@smillinglake.com>, Dave & Carla Mackown <carla.bouthillier@gmail.com>, chandlertnt@gmail.com, Kelly Crane <kelly.crane@state.co.us>, Diane Downs <downsranch@montrose.net>, Ann Siner <annsiner@aol.com>, Myriam Dietrich <mmdietrich512@gmail.com>, Thelma Starner <jatstarner@aol.com>, Joe Ryan <joe@sanjuanhuts.com>, thenwhatfilms@aol.com, Cathy Carlson <cathy@telluridecolorado.net>, Joseph Sohm <joseph@visionsofamerica.com>, Robert Newman <newman2980@gmail.com>, humphreysjanet@ymail.comv, orlodietrich@ansleycapitol.com, lpboflondon@aol.com, Kent Karber <kkarber@hollandhart.com>, glenpihl@gmail.com, badgertam@gmail.com, Sally Cruikshank <funonmars@gmail.com>, John Uribe <juribe@bellsouth.net>, pfagen3@gmail.com, Mark Carlson <mtnbuilders@telluridecolorado.net>, tonyl@pbpenick.com, Frank Ruggeri <frank@telluride.com>, talbotwilt@hotmail.com, Dianne Muntean <cyberdianne@aol.com>, Diane Hooper <mtwoman812@aol.com>, Bryan Dow <dow.bryan@gmail.com>, jonathanfike@telluridegravel.com, denise2frank@yahoo.com, Alan Heath <a.heath@bresnan.net>, hhastings@me.com, Bettie Hastings <bettie.hastings@gmail.com>, erika.a.bush@gmail.com, "Jeffrey J. Conklin" <jjc@mountainlawfirm.com>, jnwolfcattle@gmail.com, Steven Guidorzi <sguidorzi@gmail.com>, Janet Humphreys <humphreysjanet@gmail.com>, Spike&Myriam Dietrich <orlodietrich@ansleycapital.com>, Tony Lee <tonyl@tbpenick.com>, jonathan.fike@telluridegravel.com, Fred & Lanier Begeman <br/>begemandds@aol.com>, MARSHA <mraeber@comcast.net>, bobb643@yahoo.com, tlcflight@aol.com, Trevor James <Trevor@fusearchitect.com>, karjames@gmail.com, RUSSELL <RKMONTGOMERY8@msn.com>, Janice Zink <jumpinjan1127@gmail.com>, "Susie St. Onge" <sstonge1@hotmail.com>, Rita Robinson <rita.marie.robinson@gmail.com>, Damerel <damerel@yahoo.com>, Erik Fallenius <telluridebroker@gmail.com>, sherry brieske <sabrieske@googlemail.com>, Lexi Tuddenham <lexi@sheepmountainalliance.org>, johnholstrom7@gmail.com, Mary Hart Harris <maryhartharris84@gmail.com>, kory cornum <koryf15@hotmail.com>, Lucas Price <lucas@lacocinatelluride.com>, Peter Kingman <pkingman@gmail.com>, Bill Burgess <burgesspm@gmail.com>, Hastings Padua <a href="mailto:hastingspadua@gmail.com">hastingspadua@gmail.com</a>, JODY STEVE <a href="mailto:yvanstratt5@msn.com">yvanstratt5@msn.com</a>, Tim McGrady <timj.mcgrady@gmail.com>, kshugars@yahoo.com, jdallasdivide@hotmail.com, Bob Hennessy <br/><bob.f.hennessy@gmail.com>, Kurt Shugars <kurt@shugarscompany.com>, Kaye Simonson <a href="mailto:</a><a href="mailto:</a> <a href="m

Thank you for the opportunity to comment on the effect on Hastings Mesa of Spitfire Realty's SUP for two unpaved airstrips during the year since the last review. We live approximately three miles south-southwest of the nearer of the two airstrips. As to be expected with no flights being conducted during the past year, we have not noticed any effect of the airstrips on the quality of life on Hastings Mesa. Moreover, we are unaware of any violation of the terms and conditions of the SUP.

We have read the dozen or so comments from other Mesa residents or property owners who have copied their remarks to everyone on the notification list. Most of these comments speak quite negatively of the SUP, but none cite any negative after-effect they have personally suffered due to the SUP; none cite any violation of the terms and conditions of the SUP and none cite any diminution in the quality of life on the Mesa — unsurprising given the airstrips have been there for over 27 years. It is worth pointing out that while the majority of those who commented oppose the

SUP, they represent only a minority of those who were invited to comment and an infinitesimal percentage of all Hastings Mesa property owners and residents.

Finally, we would like to note that Rod Lewis, the owner of Spitfire Realty and the two airstrips—someone whom we have met only once briefly at a barbeque he hosted for Mesa residents at Last Dollar Ranch—has been an exemplary Mesa property owner. He has restored the exterior of the True Grit ranch house and out-buildings, replaced miles of barbed wire with pleasing-to-the-eye post and rail fencing and as far as we can tell he has been a fine steward of the hundreds of acres of land he still owns on Hastings Mesa.

In light of the minimal impact of the Spitfire SUP, we suggest, barring violations of its terms and conditions, there is no need for further annual review.

Paul and Nancy Talmey



1 message

 Wed, Feb 10, 2021 at 4:48 PM

John, you've done a fine job of bringing an orderly process to the requisite monitoring of the Spitfire Realty, LLC Aircraft Landing Areas Special Use Permit.

Thank you for your thoughtful and continuing efforts on behalf of at least one Hastings Mesa owner!

Best wishes, Peter Kingman

On Tue, Feb 9, 2021 at 1:39 PM John Huebner <johnh@sanmiguelcountyco.gov> wrote:

San Miguel County Planning staff is providing you Notice of the second (2nd) annual review by the San Miguel County Planning Commission (CPC) and the Board of County Commissioners (BOCC) of the Spitfire Realty, LLC (Spitfire) Aircraft Landing Areas Special Use Permit (SUP). This notice is being sent to the neighbors and individuals who commented on this SUP application, and includes the San Juan Vista Landowners Association, Hastings Mesa Estates Homeowners Association, Old Elam Ranch Homeowners Association, and Telluride Pines Homeowners Association.

Please make known your support, questions, comments or concerns regarding Spitfire's second (2nd) year of operations following the SUP's approval by the BOCC. Spitfire's representatives have indicated that no flight operations have occurred at the air strips during the past calendar year. Please send your comments to Planning staff via email to planning@sanmiguelcountyco.gov or by US Mail to SMC Planning Department, PO Box 548, Telluride CO 81435 by Friday February 26, 2021.

The CPC at its March 11, 2021 meeting will make their recommendation to the Board as to any recommended changes to the conditions of the approved SUP, if any. The BOCC will then consider this recommendation afterward at a regular meeting at a date to be determined.

Attached for your information is the list of terms and conditions of the conditional approval of the Spitfire SUP application as approved by the BOCC in February 2019, and contained in the recorded Resolution 2019-005, and recorded February 28, 2019 in the Office of the County Clerk and Recorder, recording No. 456158.

If you have any questions regarding this notice or any related matter please do not hesitate to contact me, or Kaye Simonson, County Planning Director, at 970-728-3083 or <a href="mailto:kayes@sanmiguelcountyco.gov">kayes@sanmiguelcountyco.gov</a>.

Regards, John

#### John Huebner

Senior Planner San Miguel County P:970-728-3083 333 W Colorado Ave, 3rd Flr Telluride, CO 81435

www.sanmiguelcountyco.gov



1 message

 Thu, Feb 11, 2021 at 12:23 PM

John,

I just saw the remarks from Nathan Worswick relating to the Spitfire property being placed on the market for sale. If indeed it is as he represents, then such a development concerning the Spitfire property is deeply concerning. Surely, the special use permits issued at inception to Spitfire relating to occasional use for airplane flights will fall away and such special permissions will not run with the property but be withdrawn by San Miguel County. Is my assessment correct?

I have no knowledge about paved roads and runways but would appreciate your assessment of such improvements to the property, which would in my opinion, not be consistent with the character of the area and the representations made at the time of purchase. I look forward to your assessment of this very serious matter.

Best wishes, Peter Kingman



1 message

Sally Cruikshank <funonmars@gmail.com>

Wed, Feb 17, 2021 at 5:16 PM

To: John Huebner < johnh@sanmiguelcountyco.gov>

Cc: "planning@sanmiguelcountyco.gov" <planning@sanmiguelcountyco.gov>, Carmen Warfield <carmenw@sanmiguelcountyco.gov>, Kaye Simonson <kayes@sanmiguelcountyco.gov>, Kenny Maenpa <kenny@tellurideairport.com>, nathan worswick <unicasbuyer@hotmail.com>, kristenhughes@gmail.com, Frank & Joann Ames <br/>
Sarah Center <br/>
Ce <sfc1121@earthlink.net>, Karen Barnett <ksbarnett67@gmail.com>, Ron Benson <bensonron@yahoo.com>, Mary Bartko <entwife8@yahoo.com>, Dan Elder <dbelder1@gmail.com>, Paul Talmey <talmey@flyinghusky.com>, Nancy Talmey <nancytalmey@talmey-drake.com>, Alan Bradbury <alan81435@gmail.com>, zz MV Pass Office <rtpsales@tellurideskiresort.com>, Cande Grogan <candegrogan@gmail.com>, Mark Nicholson <markaroni1@yahoo.com>, JERRY C P YIN <jcyin@wisc.edu>, suzhuz@yahoo.com, Steve Dunn <sjdunn2447@hotmail.com>, Frederick Stemmler <fjstemmler14@gmail.com>, Thomas Miller <az4millers@comcast.net>, Scott Carson <scott@smilinglake.com>, kit.page@state.co.us, Fin Font <drew@villagevetcenter.com>, Hugh Simon <hasimon@hamon.com.hk>, Bonnie Carson <bonnie@smilinglake.com>, Dave & Carla Mackown <carla.bouthillier@gmail.com>, Chandler Tamulonis <chandlertnt@gmail.com>, Kelly Crane <kelly.crane@state.co.us>, Diane Downs <downsranch@montrose.net>, Ann Siner <annsiner@aol.com>, Myriam Dietrich <mmdietrich512@gmail.com>, Thelma Starner <jatstarner@aol.com>, Joe Ryan <joe@sanjuanhuts.com>, thenwhatfilms@aol.com, Cathy Carlson <cathy@telluridecolorado.net>, Joseph Sohm <joseph@visionsofamerica.com>, Bob Newman <newman2980@gmail.com>, humphreysjanet@ymail.comv, orlodietrich@ansleycapitol.com, lpboflondon@aol.com, Kent Karber <kkarber@hollandhart.com>, Glen Pihl <glenpihl@gmail.com>, Me <badgertam@gmail.com>, John Uribe <juribe@bellsouth.net>, pfagen3@gmail.com, Mark Carlson <mtnbuilders@telluridecolorado.net>, tonyl@pbpenick.com, Frank Ruggeri <frank@telluride.com>, talbotwilt@hotmail.com, Dianne Muntean <cyberdianne@aol.com>, Diane Hooper <mtwoman812@aol.com>, Bryan Dow <dow.bryan@gmail.com>, jonathanfike@telluridegravel.com, denise2frank@yahoo.com, Alan Heath <a.heath@bresnan.net>, hhastings@me.com, Bettie Hastings <bettie.hastings@gmail.com>, erika.a.bush@gmail.com, "Jeffrey J. Conklin" <jjc@mountainlawfirm.com>, jnwolfcattle@gmail.com, Steven Guidorzi <sguidorzi@gmail.com>, Janet Humphreys <a href="https://humphreysjanet@gmail.com">https://humphreysjanet@gmail.com</a>, Spike&Myriam Dietrich <a href="https://originates.com">originates.com</a>, Tony Lee <tonyl@tbpenick.com>, jonathan.fike@telluridegravel.com, Fred & Lanier Begeman <br/> <br/> degemandds@aol.com>, MARSHA <mraeber@comcast.net>, bobb643@yahoo.com, tlcflight@aol.com, Trevor James <Trevor@fusearchitect.com>, karjames@gmail.com, RUSSELL <RKMONTGOMERY8@msn.com>, Janice Zink <jumpinjan1127@gmail.com>, "Susie St. Onge" <sstonge1@hotmail.com>, Rita Robinson <rita.marie.robinson@gmail.com>, Damerel <damerel@yahoo.com>, Erik Fallenius <telluridebroker@gmail.com>, sherry brieske <sabrieske@googlemail.com>, Lexi Tuddenham <lexi@sheepmountainalliance.org>, johnholstrom7@gmail.com, Mary Hart Harris <maryhartharris84@gmail.com>, kory cornum <koryf15@hotmail.com>, Lucas Price <lucas@lacocinatelluride.com>, Peter Kingman <pkingman@gmail.com>, Bill Burgess <burgesspm@gmail.com>, Hastings Padua <a href="mailto:hastingspadua@gmail.com">hastingspadua@gmail.com</a>, JODY STEVE <a href="mailto:yvanstratt5@msn.com">jvanstratt5@msn.com</a>, Tim McGrady <timj.mcgrady@gmail.com>, kshugars@yahoo.com, jdallasdivide@hotmail.com, Bob Hennessy <bob.f.hennessy@gmail.com>, Kurt Shugars <kurt@shugarscompany.com>

Greetings, We agree with all the neighbors who have already written, that this SUP permit should not be renewed. We think it sets a bad precedent.

Sally Cruikshank and Jon Davison Telluride Pines

On Fri, Feb 12, 2021 at 12:18 PM Chris Tamulonis <a href="mailto:badgertam@gmail.com">badgertam@gmail.com</a>> wrote:

Dear John Huebner, San Miguel County Planning Commission, Board of County Commissioners and our Hastings Mesa Neighbors,

We are firmly against the continuance of the Spitfire Realty LLC Aircraft Landing Area Special Use Permit (SUP). We strongly believe it should not have been granted originally, as most importantly, this use does not exist in the County Master Plan - Hastings Mesa is a 'quiet zone'. The original permitting process was quite agonizing for many of the Hastings Mesa and surrounding area residents and in reading some of these recent comments, this strong sentiment still exists.

We feel this SUP should be discontinued - the airstrip is not used and why should we continue to change our

zoning guidelines for one person's personal investment interests. A private airstrip is not in character with Hastings Mesa.

Furthermore, allowing this SUP sets a conflicting precedent for the County and it's residents because the majority of residents affected by this permit spoke out strongly against it. There the conundrum lies, as how the permit was originally granted.

Thank-you for the opportunity to comment on this SUP. Sincerely,

Chris Tamulonis and Chandler Thayer

Cradle Park Residents, Hastings Mesa



# Re: March 11, 2021 San Miguel County Planning Commission Meeting Packet

1 message

**MARSHA** <mraeber@comcast.net>
To: John Huebner <johnh@sanmiguelcountyco.gov>

Fri, Mar 5, 2021 at 12:50 PM

John,

I opposed the operation of the airstrip on Hastings Mesa. I own lot 127 Telluride Pines and lot 7 Hastings Mesa. I guess you did not get my email that I sent a month ago. I did have fraud on my email, so maybe it did not go thru.

Marsha Raeber 404-664-8215

On 03/04/2021 7:48 PM John Huebner < johnh@sanmiguelcountyco.gov> wrote:

AII,

The *Agenda* and *Packet Materials* for the **2nd Annual Review of Spitfire Aircraft Landing Areas SUP** at the San Miguel County Planning Commission Meeting at 9:00 am, Thursday, March 11, 2021 are attached to this email.

Best regards, John

John Huebner Senior Planner San Miguel County P:970-728-3083 333 W Colorado Ave, 3rd Flr Telluride, CO 81435

www.sanmiguelcountyco.gov

For information about San Miguel County's response to COVID-19 (Coronavirus), please visit https://www.sanmiguelcountyco.gov/590/Coronavirus



AGENDA ITEM - 5.c.

## TITLE:

10:55 am Approval of Chair's signature on Insubstantial Plat Amendment to modify the homesite location for Tract 32, Wilson Mesa Ranch Subdivision.

**Presented by:** 

Time needed: 5 mins

PREPARED BY:

John Huebner, Senior Planner

## RECOMMENDED ACTION/MOTION:

## INTRODUCTION/BACKGROUND:

## **FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

## **ATTACHMENTS:**

Description Upload Date
Memo and backup 4/1/2021

## MEMORANDUM

**TO**: San Miguel County Board of Commissioners

**FROM**: John Huebner, Senior Planner

**RE**: Insubstantial Plat Amendment: Modify building site location for Tract 32, Wilson

Mesa Ranch Subdivision Filing 4

**DATE**: April 7, 2021

-- APIII 1, 2021

[Z:Administrative Approvals\2020\_Telecam Partnership II\_IPA\_Lawson Hill\_Lot 400-4\1 Staff Memo(s) and Resolution(s)\BOCC staff report Lot 400-4 Lawson Hill IPA docx\*Lawson Hill IPA]

## Proposal

Keri and Rich Gowen, (Applicant), owners of Tract 32, Wilson Mesa Ranch Subdivision, a 7.56 acre parcel, zoned Forestry, Agriculture and Open (F), has submitted an application seeking an Insubstantial Plat Amendment to vacate the current platted building site and relocate it on Tract 32 as reflected on the new plat for Tract 32 and creating a proposed new building site location for Tract 32, that better matches site conditions.

#### Recommendation

The County's review process for this application to modify the platted building site location for Tract 32, Wilson Mesa Ranch Subdivision, is County Planning Director review and administrative action, and signoff on the new final plat by the San Miguel County Board of County Commissioners.

The County Planning Director has approved the proposed Insubstantial Plat Amendment (IPA) to modify the building site location for Tract 32, Wilson Mesa Ranch Subdivision, finding the proposed IPA is in compliance with all applicable standards in Land Use Code Section 5-1502 Insubstantial Amendment (letter attached). The request was sent to County Surveyor Dave Foley for review. The plat has been revised to address review comments.

Staff recommends the Board of County Commissioners authorize the Board Chair's signature on the new final plat in the following sample motion:

## Sample Motion:

I move to authorize the San Miguel County Board of Commissioners Chair's signature on the Insubstantial Plat Amendment for Tract 32, Wilson Mesa Ranch Subdivision Filing 4 as presented.



# PLANNING DEPARTMENT

KAYE SIMONSON, PLANNING DIRECTOR

March 30, 2021

Rich and Keri Gowen

Via Email: gowen keri@hsdr3.com

Re: Insubstantial Plat Amendment Administrative Approval (Permit No. 20210018): Modify Building site for Lot Tract 32, Wilson Mesa Ranch Subdivision

Dear Keri,

The purpose of this correspondence is to serve as an Administrative Approval for the Insubstantial Plat Amendment (IPA) to modify the platted Building Site for Tract 32, Wilson Mesa Ranch Subdivision, as depicted on the submitted plat. This modified Tract 32 Building Site will not encroach into areas of geologic hazards or wetlands, meets the required siting and distance separations of wells and OWTS facilities for Tract 32 and all adjacent lots, and will meet all setback requirements. The modification will not result in new impacts to trees and vegetation that would be disturbed by construction of improvements. Access to Tract 32 will not change. The Wilson Mesa Ranch Homeowners Association has previously approved the request to relocate the building site for Tract 32.

I hereby **approve** the Insubstantial Plat Amendment (IPA) to modify the platted Building Site for Tract 32, Wilson Mesa Ranch Subdivision as proposed, pursuant to Land Use Code Section 3-402 and based on the finding that the proposed IPA is in compliance with all applicable standards in Land Use Code Section 5-1502 Insubstantial Amendment. This approval is subject to the following conditions:

- Correction of plat issues listed by the County Surveyor, David Foley, in March 19, 2021 letter; and
- Submission of a revised final plat that complies with County Surveyor comments and final plat submission contents listed in the Land Use Code; and
- Authorization of the Board of County Commissioner Chair's signature on the final plat;
   and

Please contact the Planning Department with any questions.

Sincerely,

Kaye Simonson, AICP Planning Director

# J. David Foley San Miguel County Surveyor P. O. Box 825, Ophir, CO 81426 Phone 970-708-7633 surveyfoley@gmail.com

John Huebner, Associate Planner
 San Miguel County Planning Department
 P. O. Box 548, Telluride, CO 81435

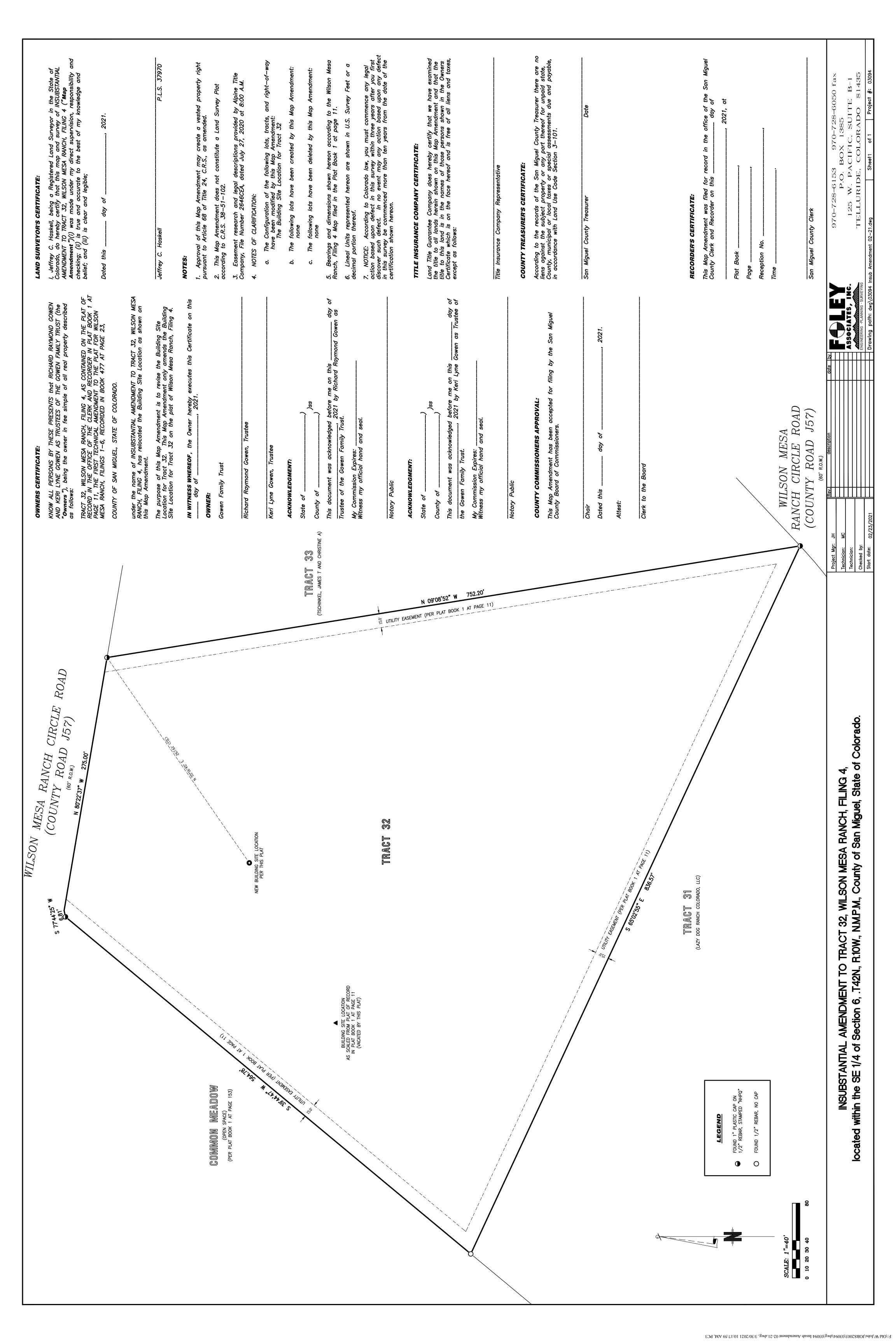
March 23, 2021

Re: Insubstantial Amendment to Tract 32, Wilson Mesa Ranch, Filing 4

- I have reviewed the plat received by email from Jeff Haskell on March 22, 2021 and have the following comments:
  - 1. All of my comments from March 19, 2021 have been adequately addressed.

J. David Foley San Miguel County Surveyor







Keri Gowen <gowen\_keri@hsdr3.org>

## Variance

1 message

Wyn Evans <wevans@millerinv.com> To: Keri Gowen <gowen keri@hsdr3.org> Cc: Kathi Ream <kathiream@gmail.com>

Mon, Sep 28, 2020 at 8:38 PM

Keri.

Your variance is approved.

William Committee Committe

## Wyn

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August 6, 2020

Rich and Keri Gowen 4545 State Road V Desoto, Mo. 63020

Wilson Mesa Ranch Homeowners Association Board of Directors PO Box Telluride, Co. 81435

Dear Board of Directors,

Per requirements of the governing documents of Wilson Mesa Ranch, we respectfully request a variance in order to relocate our homesite on lot 32. The purpose of the relocation is to minimize the visual impact of our home, as the current site sits directly in the middle of the meadow. The proposed building site is 195 feet east and north of and slightly lower than the existing site. The visual impact will be mitigated by trees in this area. Protecting the native ecosystem will be of paramount importance and careful consideration. This exact variance was approved in 2007 for the previous owners Mr. and Mrs. Goldberg. The site has been staked and marked along with the proposed drive. Thank you for your consideration.

Regards,

Rich and Keri Gowen Lot 32, Wilson Mesa Ranch Circle Jai. a 23. Ge 2.

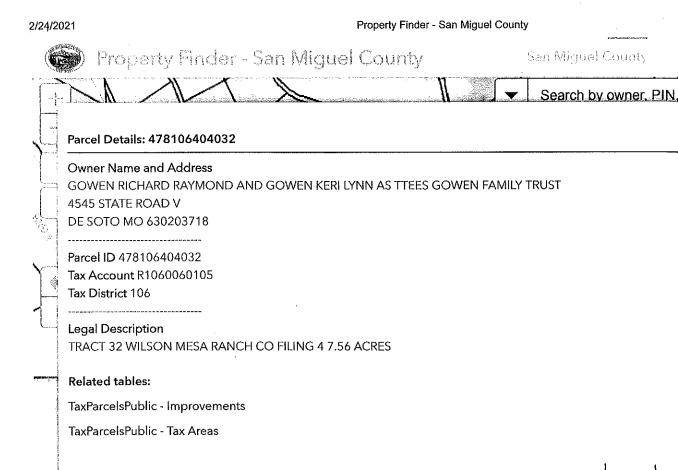
2020

Permit # 2021098

Revd 3.9.2021

PAID ck# 1787

\$275



Ne are moving our building location to preserve the view and privacy for all involved. The home site will be moved to the woods from an open 2 acre pasture. We plan to preserve as many trees as Bureau of Land Mic possible.



# PLANNING DEPARTMENT

## KAYE SIMONSON, PLANNING DIRECTOR

February 3, 2021

Keri and Richard Gowen

Via email: gowen\_keri@hsdr3.org

Re: Pre-application Summary – Insubstantial Plat Amendment, Tract 32, Wilson Mesa Ranch Subdivision

Dear Keri and Richard:

I am writing this letter in response to our conversation and your email dated February 1, 2020 to the Planning Department regarding your proposal to vacate and relocate the platted building location for Tract 32, Wilson Mesa Ranch Subdivision. The purpose of this correspondence is to serve as a Pre-application Conference Summary, in accordance with San Miguel County Land Use Code Section 4-207, for a proposed Insubstantial Plat Amendment to vacate the existing building location and to plat a new building site. Your application and plat should address the Insubstantial Plat Amendment standards, state the reason for the proposed building site location adjustment, include a copy of the proposed Insubstantial Plat Amendment (prepared by a licensed surveyor), and the Wilson Mesa Ranch Subdivision HOA approval of the relocation of the platted building site location.

An Insubstantial Plat Amendment application requires Administrative Review by the Planning Department and sign-off of the new final plat by the Board of County Commissioners (BOCC) pursuant to Land Use Code Section 5-1502.

#### Submission Requirements

See Attached Submission Requirements

## Review Standards

See Attached Review Standards

#### Scheduling of Application Consideration

Please submit one paper copy and a complete set of electronic files (e.g. thumb drive or email) of the complete application that conforms to all applicable Land Use Code requirements. Individual electronic files cannot exceed 25MB. The Planning Department can then schedule the Insubstantial Plat Amendment for sign-off by the Board of County Commissioners. The Planning Department will refer the application to the County Attorney, the County Surveyor and the Wilson Mesa Ranch Homeowners Association. Other referrals will be determined upon receipt of the application.

Payment of \$275 to San Miguel County must accompany the application for it to be considered complete (in accordance with Board of County Commissioners Resolution 2020-35). The applicant is responsible for reimbursement of any County Surveyor review fees, which includes the initial review and any revisions

Please contact the Planning Department if you have questions.

Sincerely,

John Huebner Senior Planner

"Z:\Applications letters\Preapp\wmr.lot32.ipa.envelope"



# **Property Detail Report**

San Miguel County, Colorado

Account #: R1060060105 Account Type: Vacant Land

**Parcel #:** 478106404032 Tax District: 106

#### **Owner Name and Address**

GOWEN RICHARD RAYMOND AND GOWEN KERI LYNN

**GSWEFF** AMILY TRUST

4545 STATE ROAD V DE SOTO, MO, 630203718

## **Property Location**

Situs Address (if assigned)

Location City

**Property Description** 

Subdivision: WILSON MESA RANCHES

Lot: 32 Filing: 4

Block: Tract:

Property Characteristics
Net Land Acres

Net Land Acres 7.56
Net Land Square Feet 329313.6
# of Bldgs: 0

Legal Description

TRACT 32 WILSON MESA RANCH CO FILING 4 7.56 ACRES

## **Zoning Information**

## Zone District FORESTRY/AGRICULTURE

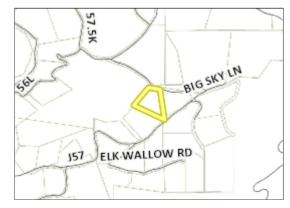
Zoning Authority SAN MIGUEL COUNTY

Parcel Details

Zoning Notes

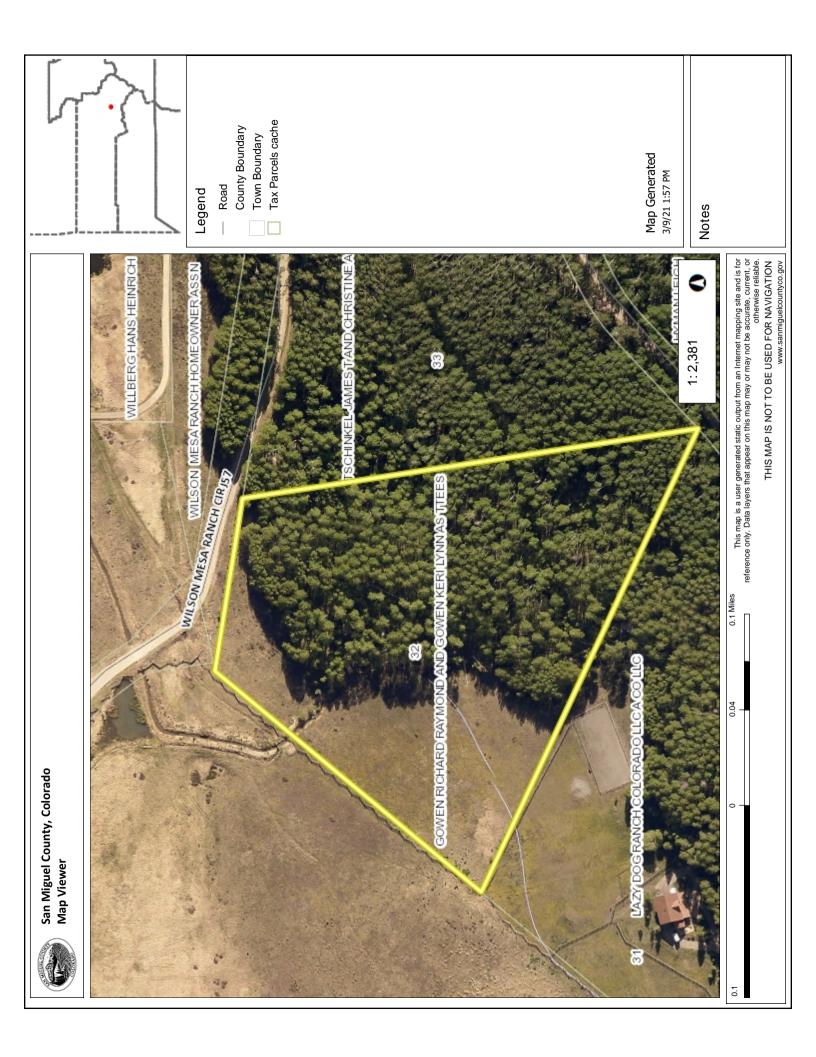
BOCC Resolution <NULL> File Name <NULL>

## **Property Map**



### **ZONING:** Multiple regulations may apply to a single parcel.

DISCLAIMER: This information is a product of the San Miguel County Geographic Information Systems (GIS) Department and is intended for the display of relative positions and locations only. Users of this information hereby recognize, acknowledge and agree that it is not a guaranteed accurate, legal or surveyed representation of land. Users assume all risk and responsibility for any and all direct and indirect damages, including consequential damages, that may flow from the use of this information. Users further recognize, acknowledge and agree that the San Miguel County GIS Department has not made any representations, warranties, or guaranties of any kind that this information is survey accurate or fit to be used or relied upon for any particular purpose. Furthermore, this information is provided as a courtesy and does NOT include holders of subsurface mineral interests of record.





AGENDA ITEM - 6.a.

## TITLE:

11:00 am Discussion and update with the Building Official on the timeline of the Code Adoption and future goals of the Building Dept.

Presented by: Matt Gonzales, Building Official

**Time needed:** 30 mins

PREPARED BY:

# RECOMMENDED ACTION/MOTION:

# INTRODUCTION/BACKGROUND:

# **FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			



AGENDA ITEM - 6.b.

#### TITLE:

11:30 am Consideration of a contribution of \$500 to the Nucla, Naturita Chamber for the Dark Sky Initiative matching funds.

**Presented by:** Kris Holstrom, Commissioner

Time needed: 5 mins

PREPARED BY:

### RECOMMENDED ACTION/MOTION:

#### INTRODUCTION/BACKGROUND:

Kris,

The West End region of San Miguel & Montrose Counties have been invited to join an already formed Colorado Stargazing Committee, comprised of the following counties/rural towns: Lake City, Creede, Great Sand Dunes National Park & Preserve, WestCliffe & Silver Cliff, LaVeta & Cuchare. The Committee has secured the services of Bryan Jordan at VistaWorks as their PR and Marketing firm. The committee has or plans to reach out to the Ridgway and Gunnison areas too. You will notice on the attached map, the addition of the western Colorado will complete a Statewide Stargazing experience for the astro tourist. The Colorado Tourism Office (CTO) has identified Stargazing as another growing piece to Colorado's tourism base. With more funding coming available, the committee plans to apply for additional CTO funds in 2022.

The Stargazing Committee with the assistance of Vistaworks secured \$50,000 for marketing last year, \$25,000 locally & \$25,000 from the Colorado Tourism Office. The attached Colorado Stargazing pdf outlines the accomplishments; website, branding, logos, media kit, photography/videography & social media platforms. Please note their list of PR accolades for 2020.

For 2021 VistaWorks will continue to grow the marketing initiatives for Colorado Stargazing as outlined in the pdf, which includes the addition of new participants, like us! Plans for 2021 are already underway, so the sooner we commit the more opportunities we will have to add our regional photos, events, points of interest & etc to this year's efforts. Check out their page on the Colorado Tourism website at https://www.colorado.com/

coloradostargazing. I have been invited to sit on the Committee and am happy to participate to get things started for our region. I'm sure a better suited candidate will be identified in the short term:) As mentioned we anticipate the marketing buy-in will be between \$2000-\$3000 total for the West End region, obviously the more we're able to bring to the table the more we'll add to the overall efforts. It's hard to state to price, as the only commitment we have thus far is West End Economic Development for \$500.

Hopefully this paints a better picture of our partnership opportunity, taking our local efforts to a larger Statewide/nationwide audience.

Thank you all for your consideration.

Paula

\_\_

### Paula Brown

## **Visitor Center Director/Event Coordinator**

970.865.2350 office ~ 970.361.5733 mobile

nnacc director 1 @gmail.com

www.nucla-naturita.com

## **Nucla-Naturita Area Chamber of Commerce**

Don Colcord, President ~ Jack Lee, Vice President Brandi Thompson, Secretary ~ Ashley Tomlinson, Treasurer ~ Kelly Tomlinson, Member

# **FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

## **ATTACHMENTS:**

Description	Upload Date
Colorado Stargazing	4/1/2021
Colorado Stargazing Map	4/1/2021



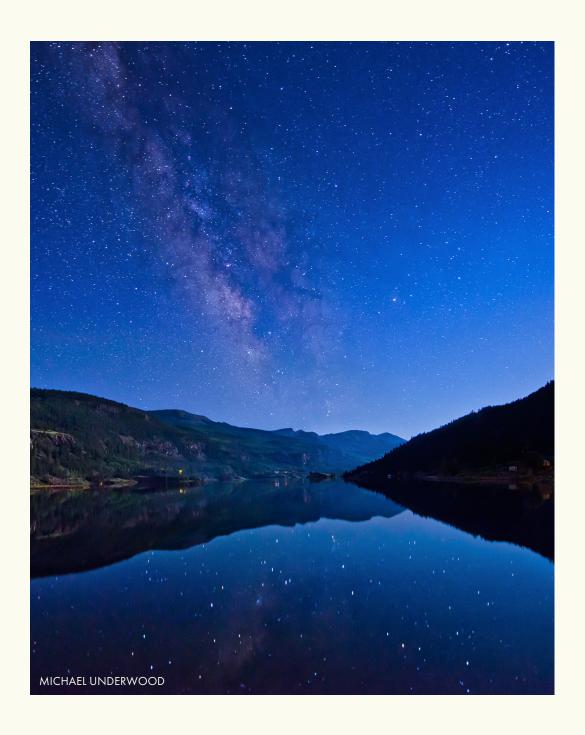


# A Celestial

UNTER



Colorado Stargazing: Our primary objective is to promote the popular nighttime activity of stargazing as way to generate tourism's most coveted benefit; overnight stays. Colorado Stargazing connects several Colorado locations known for their dark skies and incredible stargazing opportunities. It also highlights dark-sky events and encourages the conservation and preservation of all of Colorado's natural and cultural resources. In the fall of 2019, the Colorado Tourism Office awarded a \$25,000 Marketing Match Grant written by VistaWorks to develop and market a stargazing program. VistaWorks lead all efforts, and as a result, Colorado Stargazing: Experience the Night was born.



# Assets

# Website

Including event listings, map, daytime activities, etc. colorado.com/coloradostargazing

# **Branding Style Guide**

drive.google.com/file/d/17wom0auP-Qyae8ZB1y-Pq23u84n82z3-b/view?usp=sharing

# Logos

 $\label{lem:drive_drive} drive.google.com/drive/u/0/folders/14NJEB3oIIJ38VRTCBn-WoYKaQx0X\_qSdd$ 



# Media Kit

drive.google.com/file/d/1MHk6h6EJW28Hrd73zvEml6G\_UP-PWI-bb/view?usp=sharing

# Photography/Videography

drive.google.com/drive/u/0/folders/1rkGRTByZuWqrKLb-na4 7u6CHRC4azbe4

# **Facebook**

facebook.com/coloradostargazing

# Instagram

instagram.com/coloradostargazing

# 2020

# ACCOMPLISHMENTS





# **Colorado Tourism Office**



youtube.com/watch?v=F2bn79ioqgI&feature=youtu.be

# PR/Coverage

# PRESERVING DARK SKIES FOR STARGAZING AND THE ENVIRONMENT subarudrive.com/articles/dark-sky-stargazing

# THIS STARGAZING ROAD TRIP OFFERS WORLD-CLASS NIGHT SKY VIEWS

# national geographic.com/travel/destinations/north-america/united-states/colorado/dark-sky-road-trip-in-the-southwest/#close

# STARGAZERS DRAWN TO SOUTHERN COLORADO COMMUNITIES BOOST TOURISM DURING PANDEMIC

chieftain.com/story/news/coronavirus/2020/09/25/stargazers-drawn-to-southern-colorado-communities-boost-tourism-during-pandem-ic/42690279

# DISCOVER SCENIC BYWAYS AND SMALL TOWNS DURING A COLORADO SUMMER ROAD TRIP

ultimateadventures.com/2020/06/17/discover-scenic-byways-and-small-towns-during-a-colorado-summer-road-trip

# COLORADO'S EXPERIENCE THE NIGHT TOUR TAKES YOU ON A STARGAZING ROAD TRIP THROUGH ISOLATED MOUNTAIN TOWNS

roadtrippers.com/magazine/colorado-stargazing-road-trip

# EXPERIENCE THE NIGHT - COLORADO STARGAZING DARK SKY GETAWAYS

mtntownmagazine.com/experience-the-night-colorado-stargazing-dark-sky-get-aways

#### YOU'RE NOT FAR FROM YOUR NEW FAVORITE STARGAZING SPOT

5280.com/2020/03/youre-not-far-from-your-new-favorite-stargazing-spot

# CELEBRATE THE 50TH ANNIVERSARY OF EARTH DAY WITH LOW-IMPACT TRAVEL EVERY DAY IN COLORADO

colorado.com/news/celebrate-50th-anniversary-earth-day-low-impact-travel-every-day-colorado

# 'WOW' MOMENTS ABOUND IN COLORADO THIS SUMMER WITH NEW EVENTS, ACTIVITIES, ADVENTURES, LODGING OFFERINGS, CULINARY EXPERIENCES AND MORE

prnews wire.com/news-releases/wow-moments-abound-in-colorado-this-summer-with-new-events-activities-adventures-lodging-offerings-culinary-experiences-and-more-301011770.html

# A DARK SKY TOUR IS COMING TO COLORADO THAT INCLUDES REMOTE TOWNS WITH STARRY SKIES

303magazine.com/2019/12/dark-sky-tour-colorado

#### FIVE COLORADO COUNTIES LAUNCH DARK SKY TOUR

themountainmail.com/news/article\_aae727d2-f673-11e9-b1c2-ffc3d7604153.html





Approach other cities/regions/areas about inclusion in the Colorado Stargazing group

Update web page on Colorado.com

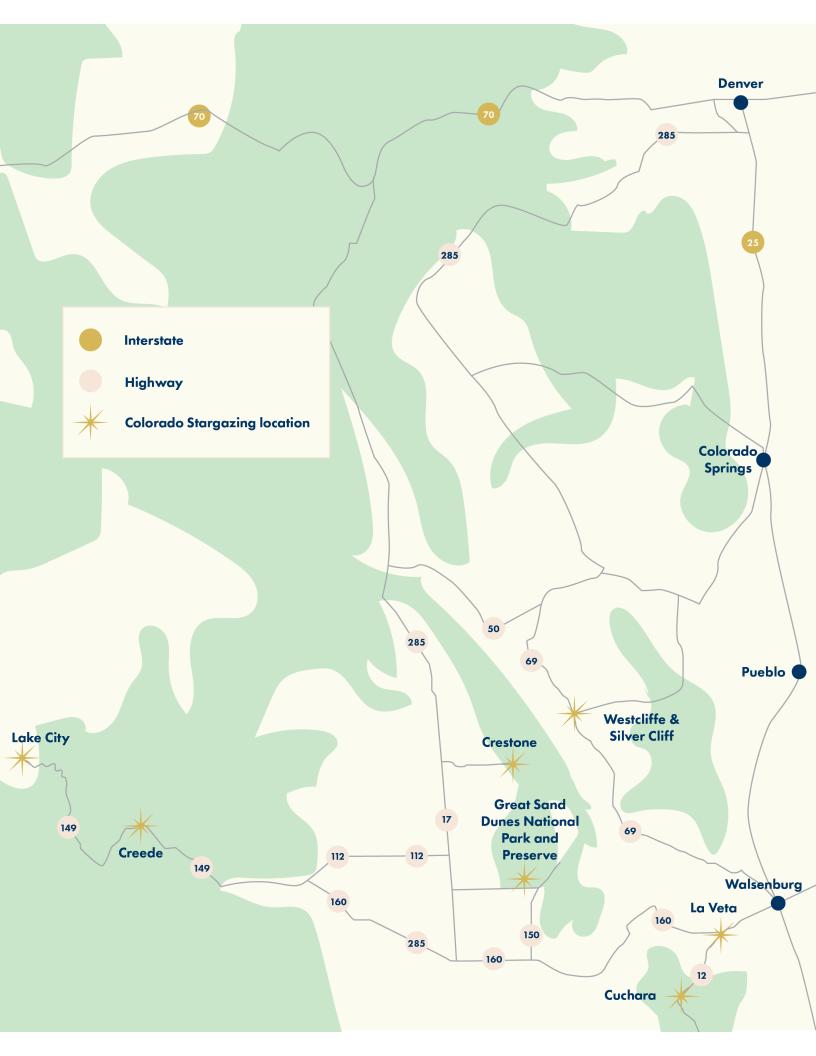
• Events, pictures, areas, etc

Update Media Kit with new information

Create visitor friendly print-ready piece, available for now in PDF

Organize new participants, and apply for CTO Marketing Matching Grant for 2022

Continue PR efforts, outreach to media and journalists, as well as continue social media promotion to Instagram.





AGENDA ITEM - 10.a.

#### TITLE:

Consideration of a Resolution 2021-012 by the Board of County Commissioners Authorizing the Release of Promissory Notes and/or Deeds of Trust for Unit A, Lot 3 Gold Run Planned Community and the Chair of the Board to Execute Applicable Documentation to Transfer said Property to the Town of Telluride./MOTION

Presented by: Mike Bordogna, County Manager and Amy Markwell, County Attorney

**Time needed:** 15 mins

### PREPARED BY:

## **RECOMMENDED ACTION/MOTION:**

Motion to approve a Resolution 2021-012 of the Board of County Commissioners authorizing the release of promissory notes and/or deed of trust for Unit A, Lot 3 Gold Run Planned Community and the Chair of the Board to execute applicable documentation to transfer said property to the Town of Telluride.

## INTRODUCTION/BACKGROUND:

See memo to Town Council from Town of Telluride Attorney Kevin Geiger.

### **FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

#### **ATTACHMENTS:**

Description	Upload Date
Resolution 2021-12	4/1/2021
Memo	4/1/2021

Deed Recorded 6.15.2012	4/1/2021
Deed of Trust recorded 9.12.2012	4/1/2021
Deed of Trust recoded 9.19.2012	4/1/2021

# RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF SAN MIGUEL COUNTY, COLORADO AUTHORIZING THE RELEASE OF PROMISSORY NOTES AND/OR DEEDS OF TRUST FOR UNIT A, LOT 3 GOLD RUN PLANNED COMMUNITY AND THE CHAIR OF THE BOARD TO EXECUTE APPLICABLE DOCUMENTATION TO TRANSFER SAID PROPERTY TO THE TOWN OF TELLURIDE

#### **Resolution # 2021-012**

**WHEREAS**, between 2008 through 2012, the Town of Telluride ("Town") and San Miguel County, Colorado ("County") partnered in the annexation and subdivision of what became known as the Gold Run Project ("Gold Run"); and

**WHEREAS,** in addition to the affordable housing units of Gold Run, the Town and the County jointly developed a dedicated daycare facility on Unit A, Lot 3 ("Unit A") that is currently being run by the Telluride Preschool. Similar to the other improvements in Gold Run, Unit A was originally owned and developed by the Block 23 Housing Corporation; and

**WHEREAS**, in order to assist in the financing of the project, the County requested that Unit A be held by a separately created nonprofit with equal representation from the County and Town, which corporate entity was formed in June 2012 and titled the San Miguel Community Facilities, Inc. ("SMCF"); and

**WHEREAS,** SMCF was represented by separate legal counsel and should have applied for a formal exemption for the exemption from real property taxes with the Colorado Division of Property Taxation which did not happen and SMCF had been paying minimum taxes since 2012; and

**WHEREAS,** in 2019, the San Miguel County Assessor reclassified the real property from residential to commercial resulting in a significant increase in the real property taxes on the property (now approximately over \$20,000 per year); and

**WHEREAS**, the SMCF Board, consisting of the Chair of the Board of County Commissioners, the County Manager, the Mayor of Telluride and the Town Manager, convened a meeting on March 18, 2021, and authorized the conveyance of Unit A to the Town thereby moving Unit A back into an "exempt" status for real property taxes; and

**WHEREAS**, provided that SMCF conveys the deed to Unit A to the Town conditioned on 1) consent from the County if there is ever a change of use of the property; and, 2) the County would receive a first right of purchase or refusal to purchase or acquire the property if the Town ever subsequently sells or conveys Unit A; and

WHEREAS, prior to said conveyance the County should release the promissory notes and/or deeds of trust from 2012 and authorize the Chair of the Board to execute all applicable documents to effectuate this transfer; and

**WHEREAS**, the Board of County Commissioners finds it appropriate to designate the Chair or Vice Chair as the individuals authorized to execute any documents required to effect this transfer.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of County Commissioners of San Miguel County, Colorado hereby authorizes the Chair or the Vice Chair to execute any and all documents related to the transfer of Unit A, Lot 3 Gold Run Planned Community to the Town of Telluride conditioned upon said deed from the San Miguel County Community Facilities, Inc. including the provisions that the County would need to consent if there is a change in the use of the property for something other than a daycare or preschool and the County would have the right of first refusal to purchase or acquire the property if the Town seeks to sell or convey the property.

**DONE AND APPROVED** by the San Miguel County Board of County Commissioners at a duly noticed public meeting held in Telluride, Colorado on <u>April 7, 2021.</u>

# BOARD OF COUNTY COMMISSIONERS SAN MIGUEL COUNTY, COLORADO

By:	
Lance	Waring, Chair
Abstain	Absent
Abstain	Absent
Abstain	Absent
e Board	
	Abstain



# OFFICE OF THE TOWN ATTORNEY Kevin J. Geiger

#### **MEMORANDUM**

Item No.: 7c Meeting Date: 3/30/2021

To:

Mayor DeLanie Young and Telluride Town Councilmembers

From:

Kevin J. Geiger, Town of Telluride Attorney

Re:

Consideration and approval by the Town of Telluride to release a promissory note and deed of trust for the real property known as Unit A, Lot 3 Gold Run Planned Community and authorization for the Town to accept title to Unit A, Lot

3 Gold Run Planned Community.

Date:

March 23, 2021

Between 2008 through 2012, the Town of Telluride and San Miguel County jointly partnered in the annexation and subdivision of what became known as the Gold Run Project ("Gold Run"). In addition to the affordable housing units of Gold Run, the Town and the County jointly developed a dedicated daycare facility on Unit A, Lot 3 (Unit A) that is currently being run by the Telluride Preschool. Similar to the other improvements in Gold Run, Unit A was originally owned and developed (construction started) by the Block 23 Housing Corporation.

In order to assist in the financing of the project, the County requested that Unit A be held by a separately created nonprofit with equal representation from the County and Town, which corporate entity was formed in June, 2012 and titled the San Miguel Community Facilities, Inc. (SMCF), which has a constituted board of directors as follows:

- 1) Chairperson of the San Miguel County Board of County Commissioners;
- 2) San Miguel County Administrator (now Manager);
- 3) Town of Telluride Mayor;
- 4) Town of Telluride Manager.

The Block 23 Housing Corporation conveyed Unit A to SMCF in June, 2012 with a deed restriction and possibility of reverter that the property would be "used for [an] early education/childcare facility operated at all time by a Colorado nonprofit corporation." If the use ceases for more than twelve (12) months the property would revert back to the Block 23 Housing Corporation. SMCF took over the "construction" contract and finished the project and essentially SMCF paid for the construction of the daycare facility by using loan proceeds (memorialized in a promissory note and deed of trust) from both Town and County totaling \$280k (\$140k from each governing entity).

SMCF was represented by separate legal counsel from either the County or the Town. SMCF was directed to apply for formal federal nonprofit status to exempt Unit A from real property taxes.

However, before this tax exempt status was achieved, SMCF's attorney, Scott Erickson (former San Miguel County Court Judge) passed away in July, 2015.

Originally, real property taxes on the Gold Run daycare facility were rather minor (about \$1500 per year) and were paid for by the Town—along with the Town paying for routine maintenance on the facility—during the initial period of operation of the facility. However, in 2019, the San Miguel County Assessor reclassified the real property from residential to commercial resulting in a significant increase in the real property taxes on the property (now approximately over \$20,000 per year).

In discussions with the County and the Town, it is the strong preference to address the significant issue of this tax classification by returning the facility to either ownership in the Town or County, thereby moving Unit A back into an "exempt" status for real property taxes. The County is comfortable with the Town regaining ownership of Unit A provided a deed from SMCF to the Town include two conditions:

- Consent would be required from San Miguel County if there is ever a change of use of the property; and,
- San Miguel County would receive a first right of purchase or refusal to purchase or acquire the property if the Town ever subsequently sells or conveys Unit A.

SMCF convened a meeting on March 18<sup>,</sup> 2021 and authorized the conveyance of Unit A to the Town with the same conditions as requested by the County. However, before SMCF can convey the property to the Town, both the Town and the County should release the promissory note and deed of trust from 2012. San Miguel County is prepared to take similar action to release both the promissory note and deed of trust at a scheduled meeting on April 7, 2021.

If the Town Council is prepared to take action on this matter to clear the title before the conveyance of Unit A from SMCF to the Town the Town Attorney's Office would recommend the following motion:

I move to approve the release of any and all promissory notes and/or deeds of trust that run to the benefit of the Town of Telluride for the real property known as Unit A, Lot 3 Gold Run Planned Community and authorize all applicable Town officials to execute any and all documents to release the promissory notes and/or deeds of trust on Unit A and to authorize that the Town accept of Unit A from San Miguel County Community Facilities, Inc. subject to the conditions of conveyance approved by SMCF on March 18, 2021.

--End of Memorandum--

423602
Page 1 of 1
SAN MIGUEL COUNTY, CO
M. KATHLEEN ERIE, CLERK-RECORDER
06-19-2012 11:22 AM Recording Fee \$11.00

#### BARGAIN AND SALE DEED

THIS DEED is made as of this 15th day of June, 2012 (hereinafter "Effective Date"), between the Block 23 Housing Corporation, a Colorado nonprofit corporation, whose address is P.O. Box 397, Telluride, CO 81435 ("Grantor") and the San Miguel Community Facilities, Inc., a Colorado nonprofit corporation ("Grantee"), whose address is P.O. Box 397, Telluride, Colorado 81435.

Grantor, for and in consideration of the sum of Ten Dollars, the receipt and sufficiency of which is hereby acknowledged, hereby sells and conveys to Grantee, its successors and assigns, subject to the possibility of reverter described below, all the real property, without warranty, situate, lying and being in San Miguel County, Colorado, as more particularly described as follows:

Unit A of the Lot 3 Gold Run Planned Community, a Colorado Common Interest Ownership Community, according to the Map for The Gold Run Lot 3 Planned Community recorded February 24, 2011 in Plat Book 1 at Page 4438 at Reception No. 416657 and the Declaration of Covenants, Conditions and Restrictions recorded February 24, 2011 at Reception No. 416657 and the First Amendment thereto recorded March 14, 21011 at Reception No. 416893, County of San Miguel, State of Colorado;

also known as 950 East Colorado Avenue, Telluride CO (hereinafter "Property").

The possibility of reverter herein described above, is that the Property is conveyed to Grantee so long as the Property is used for the purposes of the provision of a Early Education/Childcare Facility operated at all times by a Colorado nonprofit corporation. If the Property ceases such use then title to the Property shall automatically revert to the Grantor. Limited operator vacancies less than twelve (12) months in duration of the Property or minor changes of use less than twelve (12) months in duration shall not trigger this automatic reverter to the Grantor.

**TOGETHER WITH** all and singular the hereditaments and appurtenances thereto belonging, or in anywise appertaining, and the remainders, rents, issues and profits thereof; together with any and all mineral rights on the Property owned by Grantor, if any, and all the estate, right, title, interest, claim and demand whatsoever of the Grantor, either in law or in equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

**TO HAVE AND TO HOLD** the Property above bargained and described, with the appurtenances unto Grantee, its successors and assigns forever so long, subject to Grantor's express possibility of reverter in and to the Property.

THIS GRANT and conveyance of the Property does not include any water or water rights owned by Grantor. Grantor expressly reserves all water and water rights which it owns or in which it has any legal interest, whether tributary, nontributary, or not nontributary, whether adjudicated or unadjudicated, absolute or conditional, and all ditches and ditch rights, water wells and well rights in any way associated with, the Property.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the Effective Date.

State Documentary Fee
Date JUNE 19, 2012

\$ EXEMPT RJG

		S EXEMPT	KJC
GRANTOR:		annu and	
Block 23 Housing Corporation		WINDLISING COM	
a Colorado nonprofit corporation	1	ATTEST:	
By: Thom Carnevale, President		Brian Werner, Secretary	
STATE OF COLORADO	) ) ss.	THE PROPERTY OF THE PROPERTY O	
COUNTY OF SAN MIGUEL	)	Minimula.	
		- th	

The foregoing instrument was acknowledged before me this 15th day of June 2012, by Thom Carnevale, President, and Brian Werner, Secretary, on behalf of Block 23 Housing Corporation, a nonprofit Colorado corporation. Witness my hand and official seal. My commission expires: 4-18-2015

CYNTHIA L. CHAPIN NOTARY PUBLIC STATE OF COLORADO Cynthin L. Chapin Notary Public

425071
Page 1 of 7
SAN MIGUEL COUNTY, CO
M. KATHLEEN ERIE, CLERK-RECORDER
10-09-2012 11:24 AM Recording Fee \$41.00

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (TD72-8-10) (Mandatory 1-11) 2 3 IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL. 4 THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED 5 BEFORE SIGNING. 6 7 **DEED OF TRUST** 8 (Due on Transfer - Strict) 9 ade this 19h day of Sephinitia, 2012, between San Miguel Community Facilities, Inc. (Borrower), whose address is PO Box 397, Telluride, CO 81435 10 THIS DEED OF TRUST is made this 11 12 and the Public Trustee of the County in which the Property (see § 1) is situated (Trustee); for the benefit of the Town of Telluride, Colorado 13 14 (Lender), whose address is \_\_\_ 15 16 Borrower and Lender covenant and agree as follows: 17 Property in Trust. Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby 18 grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the Town of Telluride 19 County of San Miguel , State of Colorado: 20 21 Lot 3, Gold Run Subdivision, Town of Telluride, According to the Plat recorded September 10, 2008 in Plat Book 1 at Page 4006, 22 County of San Miguel, State of Colorado. 23 known as No. TBD E. Colorado Ave., Telluride, CO 81435 (Property Address), 24 Street Address 25 together with all its appurtenances (Property). 26 Note: Other Obligations Secured. This Deed of Trust is given to secure to Lender: 27 2.1. the repayment of the indebtedness evidenced by Borrower's note (Note) dated 28 principal sum of one hundred and forty thousand dollars Dollars (U.S. \$ 140,000 29 with interest on the unpaid principal balance from SEE ADDENDUM until paid, at the rate of SEE ADDENDUM percent per 30 annum, with principal and interest payable at SEE ADDENDUM 31 or such other place as Lender may designate, in SEE ADDENDUM payments of SEE ADDENDUM 32 \_\_\_ beginning \_SEE ADDENDUM Dollars (U.S. \$ SEE ADDENDUM ), due on the SEE ADDENDUM day of each SEE ADDENDUM 33 payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire 34 principal amount outstanding and accrued interest thereon shall be due and payable on SEE ADDENDUM 35 Borrower is to pay to Lender a late charge of SEE ADDENDUM of any payment not received by Lender within SEE ADDENDUM days after payment 36 is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without 37 penalty except SEE ADDENDUM 38 the payment of all other sums, with interest thereon at \_see ADDENDUMO% per annum, disbursed by Lender in accordance 39 with this Deed of Trust to protect the security of this Deed of Trust; and 40 2.3. the performance of the covenants and agreements of Borrower herein contained. 41 Title. Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to 42 the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, 43 restrictions, reservations and covenants, if any, as of this date; and subject to none 44 Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the 45 indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants 46 47 contained in the Note. Application of Payments. All payments received by Lender under the terms hereof shall be applied by Lender first in 48 payment of amounts due pursuant to § 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant 49 to § 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note. 50 Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under 51 any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions 52 attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if 53 any, in the manner set out in § 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by 54 Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make 55 payments otherwise required by this section if Borrower, after notice to Lender, shall in good faith contest such obligation by, or 56 defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or 57

forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

7. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (a) the insurable value of the Property or (b) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided said restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

- 8. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.
- 9. Protection of Lender's Security. Except when Borrower has exercised Borrower's rights under § 6 above, if Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:
  - 9.1. any general or special taxes or ditch or water assessments levied or accruing against the Property;
  - 9.2. the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
  - 9.3. sums due on any prior lien or encumbrance on the Property;
  - 9.4. if the Property is a leasehold or is subject to a lease, all sums due under such lease;
- 9.5. the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of Lender or holder of the certificate of purchase;
  - 9.6. all other costs and expenses allowable by the evidence of debt or this Deed of Trust; and
  - 9.7. such other costs and expenses which may be authorized by a court of competent jurisdiction.

Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to this § 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in § 2.2 (Note: Other Obligations Secured). Nothing contained in this § 9 shall require Lender to incur any expense or take any action hereunder.

- 10. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- 11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and

shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

- 12. Borrower not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.
- 13. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.
- 14. Remedies Cumulative. Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of § 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the sections in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
- 16. Notice. Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.
- 17. Governing Law; Severability. The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.
- 18. Acceleration; Foreclosure; Other Remedies. Except as provided in § 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under § 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower's rights as is provided by law. Trustee shall record a copy of such notice and shall cause publication of the legal notice as required by law in a legal newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

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- Borrower's Right to Cure Default. Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.
- Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice; notice being hereby expressly waived.

Upon Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first to payment of the costs of preservation and management of the Property, second to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

- Release. Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with § 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.
- Waiver of Exemptions. Borrower hereby waives all right of homestead and any other exemption in the Property under 22. state or federal law presently existing or hereafter enacted.
- Escrow Funds for Taxes and Insurance. This § 23 is not applicable if Funds, as defined below, are being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to n/a yearly taxes and assessments which may attain priority over this Deed of Trust, plus n/a of yearly premium installments for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by Lender in trust for the benefit of Borrower and deposited in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due. Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower requesting payment thereof. Provided however, if the loan secured by this Deed of Trust is subject to RESPA or other laws regulating Escrow Accounts, such deficiency, surplus or any other required adjustment shall be paid, credited or adjusted in compliance with such applicable laws.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any Funds held by Lender. If under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, whichever occurs first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

- Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein); (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein); (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of 3 years; (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Borrower and (v) the reorganization, liquidation or dissolution of Borrower. Not to be included as a Transfer are (x) the creation of a lien or encumbrance subordinate to this Deed of Trust; (y) the creation of a purchase money security interest for household appliances; or (z) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every Transfer:
  - 24.1. All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

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24.2. If a Transfer occurs and should Lender not exercise Lender's option pursuant to this § 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. Lender may without notice to Borrower deal with Transferee in the same manner as with Borrower with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging Borrower's liability hereunder for the obligations hereby secured.

24.3. Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to § 24.2 above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

Borrower's Copy. Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

San Miguel Community Facilities, Inc.  Name of Corporation  By President
Name of Corporation  By Corp Curp
By Congles
President
Name of Partnership
ByA General Partner
Name of Limited Liability Company
By
Title of Authorized Representative
e me this 19 day of September 20 12 by
Witness my hand and official seal.  My commission expires: 5/18/2013
mary wknesoie

\*If a natural person or persons, insert the name(s) of such person(s). If a corporation, insert, for example, "John Doe as President and Jane Doe as." Secretary of Doe & Co., a Colorado corporation." If a partnership, insert, for example, "Sam Smith as general partner in and for Smith & Smith,

a general partnership." A Statement of Authority may be required if borrower is a limited liability company or other entity (§ 38-30-172, C.R.S.)

# ADDENDUM TO DEED OF TRUST

This Addendum to Deed of Trust ("Addendum") is to that Deed of Trust (Due on Transfer – Strict) dated the day of, 2012 ("Deed of Trust") made by San Miguel Community Facilities, Inc., a Colorado nonprofit corporation ("Borrower") for the benefit of the Town of Telluride, Colorado ("Lender"). If there is any conflict or inconsistency between this Addendum and the Deed of Trust, then the provisions of this Addendum shall control. Capitalized terms in this Addendum have the same meaning given to those terms in the Deed of Trust, unless specifically defined in this Addendum.
Principal and interest payments ("Monthly Payment") shall be payable at:, or such other place as the Lender may designate. Borrower will make a Monthly Payment to the Lender on the first day of every month, beginning on November 1, 2012 and continuing until October 1, 2022 ("Maturity Date"), at which time the entire remaining balance shall become due and payable to the Lender.
Borrower shall pay the Lender a late charge of 5% of any Monthly Payment not received by the Lender within ten days after the Monthly Payment is due.
Until, but not including, November 1, 2017, Borrower's Monthly Payment to the Lender will be in the amount of U.S. \$628.06. Beginning on November 1, 2017, Borrower's monthly payment to the Lender will be in an amount sufficient to repay the principal and interest due to the Lender at an interest rate to be determined as described in Section 2 of the Promissory Note dated, in substantially equal installments over a period of 20 years. However, the entire remaining balance shall become due and payable to the Lender on the Maturity Date.
The Borrower will be considered to have defaulted under this Deed of Trust (an "Event of Default") if (i) Borrower defaults on its obligation to make payments to Lender pursuant to the terms of the Note, or (ii) the Borrower fails to perform or observe any other covenant or term of this Deed of Trust, which failure to make payment or other default is not cured within fifteen (15) days after written notice of such default. Upon the occurrence of any Event of Default, the Lender may immediately proceed with any remedy of Lender under this Deed of Trust.
Borrower may prepay the Principal amount outstanding under this Note, in whole or in part, at any time without penalty. Any partial prepayment shall be applied against the Principal amount outstanding and shall not postpone the due date of any subsequent Monthly Payments or change the amount of such Monthly Payments.
This Deed of Trust is subject to that certain Agreement Regarding Priorities of Deeds of Trust between Lender and San Miguel County, Colorado dated <u>September 200</u> , 2012.
BORROWER:
San Miguel Community Facilities, Inc., a Colorado nonprofit corporation:
By: Granders Its: President

STATE OF COLORADO	
COUNTY OF SAN MIGUEL	)ss.
The foregoing instrume CIL9 Ciffon corporation.	ent was acknowledge before me this day of 54+, 2012, by of San Miguel Community Facilities, Inc., a Colorado nonprofit

Witness my hand and official seal.

My commission expires \_\_\_\_\_\_

Notary Public

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Pase 1 of 7
SAN MIGUEL COUNTY, CO
M. KATHLEEN ERIE, CLERK-RECORDER
10-09-2012 11:24 AM Recording Fee \$41.00

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission. (TD72-8-10) (Mandatory 1-11) 2 3 IF THIS FORM IS USED IN A CONSUMER CREDIT TRANSACTION, CONSULT LEGAL COUNSEL. THIS IS A LEGAL INSTRUMENT. IF NOT UNDERSTOOD, LEGAL, TAX OR OTHER COUNSEL SHOULD BE CONSULTED BEFORE SIGNING. 7 DEED OF TRUST 8 (Due on Transfer - Strict) 9 10 ade this 1971 day of September , 20 / 2, between San Miguel Community Facilities, Inc. (Borrower), whose address is PO Box 397, Telluride, CO 81435 11 12 and the Public Trustee of the County in which the Property (see § 1) is situated (Trustee); for the benefit of San Miguel County, Colorado 13 (Lender), whose address is c/o Ramona Rummel, Glockson 14 Building, 1120 Summit St., PO Box 486, Norwood, CO 81423 15 16 Borrower and Lender covenant and agree as follows: 17 Property in Trust. Borrower, in consideration of the indebtedness herein recited and the trust herein created, hereby 18 grants and conveys to Trustee in trust, with power of sale, the following legally described property located in the Town of Telluride 19 County of San Miguel \_, State of Colorado: 20 21 Lot 3, Gold Run Subdivision, Town of Telluride, According to the Plat recorded September 10, 2008 in Plat Book 1 at Page 4006, 22 County of San Miguel, State of Colorado. 23 known as No. TBD E. Colorado Ave., Telluride, CO 81435 (Property Address), 24 25 together with all its appurtenances (Property). 26 Note: Other Obligations Secured. This Deed of Trust is given to secure to Lender: 27 2.1. the repayment of the indebtedness evidenced by Borrower's note (Note) dated in the 28 principal sum of one hundred and forty thousand dollars Dollars (U.S. \$ 140,000 29 with interest on the unpaid principal balance from SEE ADDENDUM until paid, at the rate of SEE ADDENDUM percent per 30 annum, with principal and interest payable at SEE ADDENDUM 31 or such other place as Lender may designate, in SEE ADDENDUM payments of SEE ADDENDUM 32 \_\_ beginning \_SEE ADDENDUM Dollars (U.S. \$ SEE ADDENDUM ), due on the SEE ADDENDUM day of each SEE ADDENDUM 33 payments to continue until the entire indebtedness evidenced by said Note is fully paid; however, if not sooner paid, the entire 34 principal amount outstanding and accrued interest thereon shall be due and payable on SEE ADDENDUM 35 Borrower is to pay to Lender a late charge of SEE ADDENOUS of any payment not received by Lender within SEE ADDENOUM days after payment 36 is due; and Borrower has the right to prepay the principal amount outstanding under said Note, in whole or in part, at any time without 37 38 penalty except SEE ADDENDUM 39 2.2. with this Deed of Trust to protect the security of this Deed of Trust; and 40 2.3. the performance of the covenants and agreements of Borrower herein contained. 41 42

- 3. Title. Borrower covenants that Borrower owns and has the right to grant and convey the Property, and warrants title to the same, subject to general real estate taxes for the current year, easements of record or in existence, and recorded declarations, restrictions, reservations and covenants, if any, as of this date; and subject to none
- 4. Payment of Principal and Interest. Borrower shall promptly pay when due the principal of and interest on the indebtedness evidenced by the Note, and late charges as provided in the Note and shall perform all of Borrower's other covenants contained in the Note.
- 5. Application of Payments. All payments received by Lender under the terms hereof shall be applied by Lender first in payment of amounts due pursuant to § 23 (Escrow Funds for Taxes and Insurance), then to amounts disbursed by Lender pursuant to § 9 (Protection of Lender's Security), and the balance in accordance with the terms and conditions of the Note.
- 6. Prior Mortgages and Deeds of Trust; Charges; Liens. Borrower shall perform all of Borrower's obligations under any prior deed of trust and any other prior liens. Borrower shall pay all taxes, assessments and other charges, fines and impositions attributable to the Property which may have or attain a priority over this Deed of Trust, and leasehold payments or ground rents, if any, in the manner set out in § 23 (Escrow Funds for Taxes and Insurance) or, if not required to be paid in such manner, by Borrower making payment when due, directly to the payee thereof. Despite the foregoing, Borrower shall not be required to make payments otherwise required by this section if Borrower, after notice to Lender, shall in good faith contest such obligation by, or defend enforcement of such obligation in, legal proceedings which operate to prevent the enforcement of the obligation or

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forfeiture of the Property or any part thereof, only upon Borrower making all such contested payments and other payments as ordered by the court to the registry of the court in which such proceedings are filed.

7. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire or hazards included within the term "extended coverage" in an amount at least equal to the lesser of (a) the insurable value of the Property or (b) an amount sufficient to pay the sums secured by this Deed of Trust as well as any prior encumbrances on the Property. All of the foregoing shall be known as "Property Insurance."

The insurance carrier providing the insurance shall be qualified to write Property Insurance in Colorado and shall be chosen by Borrower subject to Lender's right to reject the chosen carrier for reasonable cause. All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender, and shall provide that the insurance carrier shall notify Lender at least ten (10) days before cancellation, termination or any material change of coverage. Insurance policies shall be furnished to Lender at or before closing. Lender shall have the right to hold the policies and renewals thereof.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower.

Insurance proceeds shall be applied to restoration or repair of the Property damaged, provided said restoration or repair is economically feasible and the security of this Deed of Trust is not thereby impaired. If such restoration or repair is not economically feasible or if the security of this Deed of Trust would be impaired, the insurance proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, Lender is authorized to collect and apply the insurance proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) or change the amount of such installments. Notwithstanding anything herein to the contrary, if under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is acquired by Lender, all right, title and interest of Borrower in and to any insurance policies and in and to the proceeds thereof resulting from damage to the Property prior to the sale or acquisition shall pass to Lender to the extent of the sums secured by this Deed of Trust immediately prior to such sale or acquisition.

All of the rights of Borrower and Lender hereunder with respect to insurance carriers, insurance policies and insurance proceeds are subject to the rights of any holder of a prior deed of trust with respect to said insurance carriers, policies and proceeds.

- 8. Preservation and Maintenance of Property. Borrower shall keep the Property in good repair and shall not commit waste or permit impairment or deterioration of the Property and shall comply with the provisions of any lease if this Deed of Trust is on a leasehold. Borrower shall perform all of Borrower's obligations under any declarations, covenants, by-laws, rules, or other documents governing the use, ownership or occupancy of the Property.
- 9. Protection of Lender's Security. Except when Borrower has exercised Borrower's rights under § 6 above, if Borrower fails to perform the covenants and agreements contained in this Deed of Trust, or if a default occurs in a prior lien, or if any action or proceeding is commenced which materially affects Lender's interest in the Property, then Lender, at Lender's option, with notice to Borrower if required by law, may make such appearances, disburse such sums and take such action as is necessary to protect Lender's interest, including, but not limited to:
  - 9.1. any general or special taxes or ditch or water assessments levied or accruing against the Property;
  - 9.2. the premiums on any insurance necessary to protect any improvements comprising a part of the Property;
  - 9.3. sums due on any prior lien or encumbrance on the Property;
  - 9.4. if the Property is a leasehold or is subject to a lease, all sums due under such lease;
- 9.5. the reasonable costs and expenses of defending, protecting, and maintaining the Property and Lender's interest in the Property, including repair and maintenance costs and expenses, costs and expenses of protecting and securing the Property, receiver's fees and expenses, inspection fees, appraisal fees, court costs, attorney fees and costs, and fees and costs of an attorney in the employment of Lender or holder of the certificate of purchase:
  - 9.6. all other costs and expenses allowable by the evidence of debt or this Deed of Trust; and
  - 9.7. such other costs and expenses which may be authorized by a court of competent jurisdiction.

Borrower hereby assigns to Lender any right Borrower may have by reason of any prior encumbrance on the Property or by law or otherwise to cure any default under said prior encumbrance.

Any amounts disbursed by Lender pursuant to this § 9, with interest thereon, shall become additional indebtedness of Borrower secured by this Deed of Trust. Such amounts shall be payable upon notice from Lender to Borrower requesting payment thereof, and Lender may bring suit to collect any amounts so disbursed plus interest specified in § 2.2 (Note: Other Obligations Secured). Nothing contained in this § 9 shall require Lender to incur any expense or take any action hereunder.

- 10. Inspection. Lender may make or cause to be made reasonable entries upon and inspection of the Property, provided that Lender shall give Borrower notice prior to any such inspection specifying reasonable cause therefore related to Lender's interest in the Property.
- 11. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of the Property, or part thereof, or for conveyance in lieu of condemnation, are hereby assigned and

shall be paid to Lender as herein provided. However, all of the rights of Borrower and Lender hereunder with respect to such proceeds are subject to the rights of any holder of a prior deed of trust.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Deed of Trust, with the excess, if any, paid to Borrower. In the event of a partial taking of the Property, the proceeds remaining after taking out any part of the award due any prior lien holder (net award) shall be divided between Lender and Borrower, in the same ratio as the amount of the sums secured by this Deed of Trust immediately prior to the date of taking bears to Borrower's equity in the Property immediately prior to the date of taking. Borrower's equity in the Property means the fair market value of the Property less the amount of sums secured by both this Deed of Trust and all prior liens (except taxes) that are to receive any of the award, all at the value immediately prior to the date of taking.

If the Property is abandoned by Borrower or if, after notice by Lender to Borrower that the condemnor offers to make an award or settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date such notice is given, Lender is authorized to collect and apply the proceeds, at Lender's option, either to restoration or repair of the Property or to the sums secured by this Deed of Trust.

Any such application of proceeds to principal shall not extend or postpone the due date of the installments referred to in §§ 4 (Payment of Principal and Interest) and 23 (Escrow Funds for Taxes and Insurance) nor change the amount of such installments.

- 12. Borrower not Released. Extension of the time for payment or modification of amortization of the sums secured by this Deed of Trust granted by Lender to any successor in interest of Borrower shall not operate to release, in any manner, the liability of the original Borrower, nor Borrower's successors in interest, from the original terms of this Deed of Trust. Lender shall not be required to commence proceedings against such successor or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Deed of Trust by reason of any demand made by the original Borrower nor Borrower's successors in interest.
- 13. Forbearance by Lender Not a Waiver. Any forbearance by Lender in exercising any right or remedy hereunder, or otherwise afforded by law, shall not be a waiver or preclude the exercise of any such right or remedy.
- 14. Remedies Cumulative. Each remedy provided in the Note and this Deed of Trust is distinct from and cumulative to all other rights or remedies under the Note and this Deed of Trust or afforded by law or equity, and may be exercised concurrently, independently or successively.
- 15. Successors and Assigns Bound; Joint and Several Liability; Captions. The covenants and agreements herein contained shall bind, and the rights hereunder shall inure to, the respective successors and assigns of Lender and Borrower, subject to the provisions of § 24 (Transfer of the Property; Assumption). All covenants and agreements of Borrower shall be joint and several. The captions and headings of the sections in this Deed of Trust are for convenience only and are not to be used to interpret or define the provisions hereof.
- 16. Notice. Except for any notice required by law to be given in another manner, (a) any notice to Borrower provided for in this Deed of Trust shall be in writing and shall be given and be effective upon (1) delivery to Borrower or (2) mailing such notice by first class U.S. mail, addressed to Borrower at Borrower's address stated herein or at such other address as Borrower may designate by notice to Lender as provided herein, and (b) any notice to Lender shall be in writing and shall be given and be effective upon (1) delivery to Lender or (2) mailing such notice by first class U.S. mail, to Lender's address stated herein or to such other address as Lender may designate by notice to Borrower as provided herein. Any notice provided for in this Deed of Trust shall be deemed to have been given to Borrower or Lender when given in any manner designated herein.
- 17. Governing Law; Severability. The Note and this Deed of Trust shall be governed by the law of Colorado. In the event that any provision or clause of this Deed of Trust or the Note conflicts with the law, such conflict shall not affect other provisions of this Deed of Trust or the Note which can be given effect without the conflicting provision, and to this end the provisions of the Deed of Trust and Note are declared to be severable.
- 18. Acceleration; Foreclosure; Other Remedies. Except as provided in § 24 (Transfer of the Property; Assumption), upon Borrower's breach of any covenant or agreement of Borrower in this Deed of Trust, or upon any default in a prior lien upon the Property, (unless Borrower has exercised Borrower's rights under § 6 above), at Lender's option, all of the sums secured by this Deed of Trust shall be immediately due and payable (Acceleration). To exercise this option, Lender may invoke the power of sale and any other remedies permitted by law. Lender shall be entitled to collect all reasonable costs and expenses incurred in pursuing the remedies provided in this Deed of Trust, including, but not limited to, reasonable attorney's fees.

If Lender invokes the power of sale, Lender shall give written notice to Trustee of such election. Trustee shall give such notice to Borrower's rights as is provided by law. Trustee shall record a copy of such notice and shall cause publication of the legal notice as required by law in a legal newspaper of general circulation in each county in which the Property is situated, and shall mail copies of such notice of sale to Borrower and other persons as prescribed by law. After the lapse of such time as may be required by law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder for cash at the time and place (which may be on the Property or any part thereof as permitted by law) in one or more parcels as Trustee may think best and in such order as Trustee may determine. Lender or Lender's designee may purchase the Property at any sale. It shall not be obligatory upon the purchaser at any such sale to see to the application of the purchase money.

Trustee shall apply the proceeds of the sale in the following order: (a) to all reasonable costs and expenses of the sale, including, but not limited to, reasonable Trustee's and attorney's fees and costs of title evidence; (b) to all sums secured by this Deed of Trust; and (c) the excess, if any, to the person or persons legally entitled thereto.

- 19. Borrower's Right to Cure Default. Whenever foreclosure is commenced for nonpayment of any sums due hereunder, the owners of the Property or parties liable hereon shall be entitled to cure said defaults by paying all delinquent principal and interest payments due as of the date of cure, costs, expenses, late charges, attorney's fees and other fees all in the manner provided by law. Upon such payment, this Deed of Trust and the obligations secured hereby shall remain in full force and effect as though no Acceleration had occurred, and the foreclosure proceedings shall be discontinued.
- 20. Assignment of Rents; Appointment of Receiver; Lender in Possession. As additional security hereunder, Borrower hereby assigns to Lender the rents of the Property; however, Borrower shall, prior to Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, have the right to collect and retain such rents as they become due and payable.

Lender or the holder of the Trustee's certificate of purchase shall be entitled to a receiver for the Property after Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies), and shall also be so entitled during the time covered by foreclosure proceedings and the period of redemption, if any; and shall be entitled thereto as a matter of right without regard to the solvency or insolvency of Borrower or of the then owner of the Property, and without regard to the value thereof. Such receiver may be appointed by any Court of competent jurisdiction upon ex parte application and without notice; notice being hereby expressly waived.

Upon Acceleration under § 18 (Acceleration; Foreclosure; Other Remedies) or abandonment of the Property, Lender, in person, by agent or by judicially-appointed receiver, shall be entitled to enter upon, take possession of and manage the Property and to collect the rents of the Property including those past due. All rents collected by Lender or the receiver shall be applied, first to payment of the costs of preservation and management of the Property, second to payments due upon prior liens, and then to the sums secured by this Deed of Trust. Lender and the receiver shall be liable to account only for those rents actually received.

- 21. Release. Upon payment of all sums secured by this Deed of Trust, Lender shall cause Trustee to release this Deed of Trust and shall produce for Trustee the Note. Borrower shall pay all costs of recordation and shall pay the statutory Trustee's fees. If Lender shall not produce the Note as aforesaid, then Lender, upon notice in accordance with § 16 (Notice) from Borrower to Lender, shall obtain, at Lender's expense, and file any lost instrument bond required by Trustee or pay the cost thereof to effect the release of this Deed of Trust.
- 22. Waiver of Exemptions. Borrower hereby waives all right of homestead and any other exemption in the Property under state or federal law presently existing or hereafter enacted.
- 23. Escrow Funds for Taxes and Insurance. This § 23 is not applicable if Funds, as defined below, are being paid pursuant to a prior encumbrance. Subject to applicable law, Borrower shall pay to Lender, on each day installments of principal and interest are payable under the Note, until the Note is paid in full, a sum (herein referred to as "Funds") equal to value of the yearly taxes and assessments which may attain priority over this Deed of Trust, plus value of yearly premium installments for Property Insurance, all as reasonably estimated initially and from time to time by Lender on the basis of assessments and bills and reasonable estimates thereof, taking into account any excess Funds not used or shortages.

The principal of the Funds shall be held in a separate account by Lender in trust for the benefit of Borrower and deposited in an institution, the deposits or accounts of which are insured or guaranteed by a federal or state agency. Lender shall apply the Funds to pay said taxes, assessments and insurance premiums. Lender may not charge for so holding and applying the Funds, analyzing said account or verifying and compiling said assessments and bills. Lender shall not be required to pay Borrower any interest or earnings on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds showing credits and debits to the Funds and the purpose for which each debit to the Funds was made. The Funds are pledged as additional security for the sums secured by this Deed of Trust.

If the amount of the Funds held by Lender shall not be sufficient to pay taxes, assessments and insurance premiums as they fall due, Borrower shall pay to Lender any amount necessary to make up the deficiency within 30 days from the date notice is given in accordance with § 16 (Notice) by Lender to Borrower requesting payment thereof. Provided however, if the loan secured by this Deed of Trust is subject to RESPA or other laws regulating Escrow Accounts, such deficiency, surplus or any other required adjustment shall be paid, credited or adjusted in compliance with such applicable laws.

Upon payment in full of all sums secured by this Deed of Trust, Lender shall simultaneously refund to Borrower any Funds held by Lender. If under § 18 (Acceleration; Foreclosure; Other Remedies) the Property is sold or the Property is otherwise acquired by Lender, Lender shall apply, no later than immediately prior to the sale of the Property or its acquisition by Lender, whichever occurs first, any Funds held by Lender at the time of application as a credit against the sums secured by this Deed of Trust.

- 24. Transfer of the Property; Assumption. The following events shall be referred to herein as a "Transfer": (i) a transfer or conveyance of title (or any portion thereof, legal or equitable) of the Property (or any part thereof or interest therein); (ii) the execution of a contract or agreement creating a right to title (or any portion thereof, legal or equitable) in the Property (or any part thereof or interest therein); (iii) or an agreement granting a possessory right in the Property (or any portion thereof), in excess of 3 years; (iv) a sale or transfer of, or the execution of a contract or agreement creating a right to acquire or receive, more than fifty percent (50%) of the controlling interest or more than fifty percent (50%) of the beneficial interest in Borrower and (v) the reorganization, liquidation or dissolution of Borrower. Not to be included as a Transfer are (x) the creation of a lien or encumbrance subordinate to this Deed of Trust; (y) the creation of a purchase money security interest for household appliances; or (z) a transfer by devise, descent or by operation of the law upon the death of a joint tenant. At the election of Lender, in the event of each and every Transfer:
  - 24.1. All sums secured by this Deed of Trust shall become immediately due and payable (Acceleration).

24.2. If a Transfer occurs and should Lender not exercise Lender's option pursuant to this § 24 to Accelerate, Transferee shall be deemed to have assumed all of the obligations of Borrower under this Deed of Trust including all sums secured hereby whether or not the instrument evidencing such conveyance, contract or grant expressly so provides. This covenant shall run with the Property and remain in full force and effect until said sums are paid in full. Lender may without notice to Borrower deal with Transferee in the same manner as with Borrower with reference to said sums including the payment or credit to Transferee of undisbursed reserve Funds on payment in full of said sums, without in any way altering or discharging Borrower's liability hereunder for the obligations hereby secured.

24.3. Should Lender not elect to Accelerate upon the occurrence of such Transfer then, subject to § 24.2 above, the mere fact of a lapse of time or the acceptance of payment subsequent to any of such events, whether or not Lender had actual or constructive notice of such Transfer, shall not be deemed a waiver of Lender's right to make such election nor shall Lender be estopped therefrom by virtue thereof. The issuance on behalf of Lender of a routine statement showing the status of the loan, whether or not Lender had actual or constructive notice of such Transfer, shall not be a waiver or estoppel of Lender's said rights.

25. Borrower's Copy. Borrower acknowledges receipt of a copy of the Note and this Deed of Trust.

#### EXECUTED BY BORROWER.

	doing business as
IF BORROWER IS CORPORATION: ATTEST:	San Miguel Community Facilities, Inc.
Strat Frace Secretary	By President President
(SEAL)	
IF BORROWER IS PARTNERSHIP:	Name of Partnership
	By A General Partner
IF BORROWER IS LIMITED LIABILITY COMPANY:	Name of Limited Liability Company  By
	Its Authorized Representative
STATE OF COLORADO  COUNTY OF San Miguel	Title of Authorized Representative
The foregoing instrument was acknowledged before  * Greg Crifton and Stuart Fr	te me this 19 day of September, 2012, by
	Witness my hand and official seal.  My commission expires: 5/18/13
	Mary Jokhillaei

dinimitati

<sup>\*</sup>If a natural person or persons, insert the name(s) of such person(s). If a corporation, insert, for example, "John Doe as President and Jane Doe as Secretary of Doe & Co., a Colorado corporation." If a partnership, insert, for example, "Sam Smith as general partner in and for Smith & Smith,

a general partnership." A Statement of Authority may be required if borrower is a limited liability company or other entity (§ 38-30-172, C. 28.5.)

# ADDENDUM TO DEED OF TRUST

This Addendum to Deed of Trust ("Addendum") is to that Deed of Trust (Due on Transfer – Strict) dated the day of, 2012 ("Deed of Trust") made by San Miguel Community Facilities, Inc., a Colorado nonprofit corporation ("Borrower") for the benefit of San Miguel County, Colorado ("Lender"). If there is any conflict or inconsistency between this Addendum and the Deed of Trust, then the provisions of this Addendum shall control. Capitalized terms in this Addendum have the same meaning given to those terms in the Deed of Trust, unless specifically defined in this Addendum.
Principal and interest payments ("Monthly Payment") shall be payable at: c/o Ramona Rummel, Glockson Building, 1120 Summit St., Norwood, CO 81423, or such other place as the Lender may designate. Borrower will make a Monthly Payment to the Lender on the first day of every month, beginning on November 1, 2012 and continuing until October 1, 2022 ("Maturity Date"), at which time the entire remaining balance shall become due and payable to the Lender.
Borrower shall pay the Lender a late charge of 5% of any Monthly Payment not received by the Lender within ten days after the Monthly Payment is due.
Until, but not including, November 1, 2017, Borrower's Monthly Payment to the Lender will be in the amount of U.S. \$628.06. Beginning on November 1, 2017, Borrower's monthly payment to the Lender will be in an amount sufficient to repay the principal and interest due to the Lender at an interest rate to be determined as described in Section 2 of the Promissory Note dated, in substantially equal installments over a period of 20 years. However, the entire remaining balance shall become due and payable to the Lender on the Maturity Date.
The Borrower will be considered to have defaulted under this Deed of Trust (an "Event of Default") if (i) Borrower defaults on its obligation to make payments to Lender pursuant to the terms of the Note, or (ii) the Borrower fails to perform or observe any other covenant or term of this Deed of Trust, which failure to make payment or other default is not cured within fifteen (15) days after written notice of such default. Upon the occurrence of any Event of Default, the Lender may immediately proceed with any remedy of Lender under this Deed of Trust.  Borrower may prepay the Principal amount outstanding under this Note, in whole or in part, at any time without penalty. Any partial prepayment shall be applied against the Principal amount outstanding and shall not postpone the due date of any subsequent Monthly Payments or change the amount of such Monthly Payments.
This Deed of Trust is subject to that certain Agreement Regarding Priorities of Deeds of Trust between Lender and the Town of Telluride, Colorado dated September 25, 2012.
BORROWER:
San Miguel Community Facilities, Inc., a Colorado nonprofit corporation:

STATE OF COLORADO	
COUNTY OF SAN MIGUEL	)ss.
	20 50-4
The foregoing instrume	ent was acknowledge before me this 20 day of 5ep 7, 2012, by of San Miguel Community Facilities, Inc., a Colorado nonprofit
corporation.	of San Migael Community Facilities, inc., a Colorado nongvega
	Witness my hand and official seal.
	My commission expires 5/18/2018
	Mary John Place
	Notary Public



AGENDA ITEM - 10.b.

TITLE:

Executive Session: Discussion and updates with the Suncor legal case, citation (4)(b).

**Presented by:** Amy Markwell, County Attorney

Time needed:

PREPARED BY:

Amy Markwell, County Attorney

# RECOMMENDED ACTION/MOTION:

# INTRODUCTION/BACKGROUND:

# **FISCAL IMPACT:**

Contract Number:	Date Executed	End Date	Department(s)
YYYY-###			Board of County Commissioner Staff
Description:			

# **ATTACHMENTS:**

Description Upload Date