



FREMONT COUNTY

DEPARTMENT OF PLANNING AND ZONING

615 MACON AVENUE, ROOM 210, CAÑON CITY, COLORADO, 81212

Telephone 719-276-7360 / Facsimile 719-276-7374

Email: Planning@fremontco.com

LAND USE APPLICATION

SPECIAL REVIEW USE, CONDITIONAL USE PERMIT, COMMERCIAL DEVELOPMENT PLAN

It is recommended that the applicant schedule an appointment with a Department of Planning & Zoning Representative prior to application preparation and submittal to discuss the project as currently planned and future project proposals.

Project Name: Mountain River Ranch - Recreational Facility Rural
Site Address: 11807 CR45, Coaldale, CO 81222

Applicant(s)

Name(s) Greggory & Allison Griffin
Address 13541 High Cir, Thornton, CO 80241
Phone 720-560-3050 303-507-4853 Fax N/A
Email gamagriffin@comcast.net allison.griffin@comcast.net

Owner(s)

Name(s) Greggory & Allison Griffin
Address 13541 High Cir, Thornton, CO 80241
Phone 720-560-3050 303-507-4853 Fax N/A
Email gamagriffin@comcast.net allison.griffin@comcast.net

Authorized Representative / Agent / Consultant (if other than owner)

Name(s) Owners are Authorized Representatives
Address _____
Phone _____ Fax _____
Email _____

Type of Application / Application Fee (There maybe additional fees for publications or professional reviews):

- Special Review Use Permit \$1,800 Major Modification to existing permit \$500
 Conditional Use Permit \$1,750 Major Modification to existing permit \$500
 Commercial Development Plan \$1750 Major Modification \$500

The applicant shall provide **one (1) original document**, and an **electronic copy (either CD or flash/thumb drive)** of the application, site plan (**2 COPIES**) and all of its attachments (*copies of deeds, contracts, leases etcetera are acceptable*) at the time of application submittal along with the **application fee** set as per Resolution of the Board. Submittals shall be made to the Department no later than 3:00 pm on the submittal deadline date.

Site & Development (Section 1)

1. Describe the proposed type of operation to include days & hours of operation, number of employees, & machinery: The proposed use is an event center under the classification of Recreational Facility Rural. The hours of operation will be between the hours of 8:00 AM to 11:00 PM daily (Sunday-Saturday). The length of operation will vary, based on the type of event. The event center will be utilized approximately one to two days per week from June-September, two times per month in May and October and one time per month from November through April. The two owners will be hosts and there will be no employees or machinery used.
2. Property address or schedule number: 11807 County Road 45, Coaldale CO 81222
3. Have the mineral interests been severed from the subject property? YES NO
 - a. If yes (severed) who is the mineral interest owner? _____
4. Is the property currently developed? YES NO
5. Existing types & sizes of structures: one 12x24 garage, one 12x18 shed
6. Proposed types & sizes of structures: One 72x48 barn and three 12x18 sheds
7. Lot Coverage (indicate percent or square footage): Existing 43,560 ft² Proposed 130,680 ft²
8. FCZR Citing _____ Property size (acres or square footage) 9.3 acres
9. Amount of the property the use will encumber: three acres
Upper Arkansas Valley District
10. Zone District: AL Land Use AL
11. Please indicate the zone district & current land use for adjoining properties:
 - a. Northerly: (ZD) AL Land Use: Residential
 - b. Easterly: (ZD) AL Land Use: Vacant
 - c. Westerly: (ZD) AL Land Use: Residential
 - d. Southerly: (ZD) AL Land Use: Residential
12. Master Plan – Planning District of property: Upper Arkansas Valley District
(please refer to Chapter four and planning district of the Fremont County Master Plan)
13. Name(s) and type(s) of road(s) the property is accessed from:
County Road 45-gravel
14. Is access through adjacent properties? YES NO If yes, is access legally established through:
 - Deed of record Recorded Plat Court Order (Documentation shall be provided)
15. Estimated Traffic Count 1.2 Average (per day) Number of access points one
16. Is access from or within five-hundred feet (500') of a Colorado Department of Transportation Controlled Road:
 - YES NO (If yes, CDOT approval/comments shall be required)
17. Does the property lie adjacent to or within three (3) miles of any municipal boundary lines (city/town limits)? YES NO
Municipality Name(s) Coaldale, CO
18. Does the property lie within the boundaries or within ¼ of a mile of any service district?

YES NO Entity Name(s) Ambulance District

19. Requested duration of proposed use: ^{Maximum} allowed Life of use Estimated life of use years 50

20. Is temporary cessation proposed: YES NO Duration: _____

21. Is buffering required: YES NO (Contractor yards, Junk yards, Automobile graveyards, & Vehicle impoundment yards **require** buffering per FCZR 5.17.15)

22. Is landscaping proposed: YES NO a waiver is requested

23. Total parking spaces 38 standard size 0 compact _____ ADA 6
(Standard 9' X 18') (Compact 7' X 15') (Please refer to section 5.3 & 5.4 of the FCZR)

24. Will the parking area include lighting? YES NO

25. Parking area surface type: gravel Thickness: 10 inches

26. Is a loading/unloading area proposed? YES NO Size: _____ Thickness: _____

27. Will hazardous materials be stored on site? YES NO

28. Will noxious weed control measures be included in the scope of the project? YES NO

29. Will any equipment meeting the Colorado Revised Statute definition of Special Mobile Machinery be stored or used onsite? YES NO

30. Mark all services and facilities necessary to accommodate the proposed use in addition to Fire Protection, Emergency Medical Response, & Law Enforcement:

- Roadway Maintenance Hospital Park & Recreation
- Airport Search & Rescue Schools Library

31. Utility Provider information: Please provide the name of provider below:

- a) Water: Well
- b) Sanitation: Septic
- c) Electrical: Sangre de Cristo Electric Assn.
- d) Telephone: AT&T
- e) Refuse: Lone Wolf Disposal
- f) Irrigation Water: N/A
- g) Natural Gas/Propane: N/A
- h) Cable Television: N/A

Impact Analysis
(Section 2)

1. Dust and erosion control measures:

Natural vegetation.

2. Noise control measures:

There should be little noise impact, but when music is played it will be at reasonable decibel levels per city and county guidelines.

3. Odor control measures:

This use will not create odors. The refuse disposal will be through Lone Wolf Disposal on a weekly basis. There will also be a septic system and field.

4. Visual impact control measures:

The barn design of the event center will be in harmony with the surrounding land uses for agricultural living and will be a beautiful focal point to the Coldale community.

5. Wildlife/plant habitat protection measures:

The proposed use will maintain the current plant and animal life.

6. Water quality and/or water way(s) protection measures:

The well produces 100 gallons per minute - drinkable water. There are no waterways on the property.

7. Safety measures to protect adjacent properties, residents, & agricultural operations:

The safety of adjacent properties, residents and agricultural operations will not be impacted by the proposed use.

8. Measures to protect and/or preserve archaeologically or historically significant sites:

There are no archaeological or historically significant sites on or adjacent to the property.

9. Measures to limit or control offsite discernable vibrations:



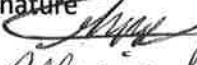
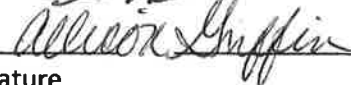
The proposed use should not produce offsite discernable vibrations.

By signing this Application, the Applicant, or the agent / representative / consultant acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the application and any attachments to the Application, is true and correct to the best of the Applicant's knowledge and belief.

The Applicant understands that required private or public improvements imposed as a contingency of approval for the application may be required as a part of the approval process.

Fremont County hereby advises the Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of County Commissioners may take any and all reasonable and appropriate steps to declare null and void, any actions of the Board regarding the Application.

Signing this Application is a declaration by the applicant that all plans, drawings and commitments submitted with or contained within this Application are or will be in conformance with the requirements of the Fremont County Zoning Resolution.

| | | | |
|------------------|---|---------|-----------|
| Greggory Griffin |  | | |
| Allison Griffin |  | 12-8-23 | Applicant |
| Printed Name | Applicant Signature | Date | |
| Greggory Griffin |  | | |
| Allison Griffin |  | 12-8-23 | Owner |
| Printed Name | Owner Signature | Date | |

ZONING - MINERAL INTEREST OWNER NOTIFICATION FORM

To: N/A Property owners are mineral interest owners (see attached)
Mineral Interest Owner

From: Greggory & Allison Griffin - property and mineral interest owners
Subject Property Owner

Date: _____

Reference: _____
Project Name

It has been determined by research of the Fremont County Assessor's Records that you own a severed mineral interest of a property proposed for development. As required by the Fremont County Zoning Resolution (FCZR) you are entitled to notice of the proposed development, said notice to be post marked a minimum of thirty (30) days prior to the Fremont County Planning Commission (Commission) meeting at which the application is anticipated to be heard, not to include the day of the meeting.

- Type of application:
- Conditional Use Permit
 - Special Review Use Permit
 - Commercial Development Plan
 - Zone Change

The subject property, as referenced above is located at _____
General Location or Address (see Vicinity Map Exhibit A)

The subject property is legally described as: _____
_____ Check here if legal description is attached as Exhibit B.

The proposed land use for the subject property is _____

This application is anticipated to be heard by the Commission on _____
The public meeting starts at 3:00 PM.

This application is anticipated to be heard by the Board on _____
The public hearing starts at 10:00 AM.

These meetings are held in Room LL3 (*lower level Board Meeting Room*) of the Fremont County Administration Building, 615 Macon Avenue, Cañon City, Colorado. You and or your representative (*representative documentation may be required*) may attend the meeting to present your comments or written comments will be accepted at the meeting or prior to the meeting at the Department of Planning and Zoning (Department) in Room 210 of the Administration Building. Oral comments cannot be accepted except at the meeting at which the application is to be heard.

If you would like further information regarding the application you can contact the Department by telephone at (719) 276-7360 or by email at planning@fremontco.com to schedule an appointment to review the application. For further reference regarding the governing regulations:

the Fremont County Zoning Resolution may be viewed on the Internet at
<http://www.fremontco.com/planningandzoning/zoningresolution.shtml>

The Department, Commission and Board would welcome your comments regarding this application and will include written comment, on or accompanied by this form, in the hearing body's review packet if

received by the Department with enough time to include prior to finalization of the review packets. Please complete the following information with any written comments.

Mineral Interest Owner's Name(s): _____

Mailing Address: _____
Street Address City State Zip Code

Telephone # _____ Email: _____

Property Address: _____
Street Address City State Zip Code

Are you the current owner of the mineral interests of the reference property? Yes --- No

Are you currently leasing these mineral interests to another party? Yes --- No If yes, please pass this notification in a timely fashion to the lessee. Lessee: _____

Are there current or proposed mineral extraction plans for the subject property? Yes --- No Please explain. _____

As a severed mineral interest owner(s) of the subject property; I or We are --- FOR this development; I or We are --- AGAINST this development; for the following reasons: (or I or We are --- Neutral but have the following comments) [other comments] _____

Failure to provide written comment prior to the meeting, written comment at the meeting or oral comment at the meeting at which the application is to be heard will result in the Department, Commission and Board assuming that you, as a mineral interest owner of the subject property, have no comments with regard to the proposed development.

Mineral Interest Owner Printed Name

Signature

Date

Allison Griffin <allison.griffin@comcast.net>

12/4/2023 12:17 PM

Fwd: Order 20-12550 Griffin/Patton

To gamagriffin@comcast.net <gamagriffin@comcast.net>

----- Original Message -----

From: Gwen Allen <gwen@centralcoloradotitle.com>

To: allison.griffin@comcast.net

Date: 12/04/2023 11:15 AM MST

Subject: Order 20-12550 Griffin/Patton

Allison, it was a pleasure talking with you this morning. As I mentioned, there are exclusions from coverage related to mineral rights, but I can confirm that we have conducted a title examination on your property located at LOT 3 PLEASANT VIEW ACRES and, as confirmed in the attached title policy, there is no exception for a mineral severance instrument, which indicates that the mineral estate was not severed from the surface estate, and that would indicate that you and Gregory are the owners of the mineral estate. I hope this is helpful. Thank you.

Best regards,

Gwendolyn (Gwen) Allen, Manager**Central Colorado Title & Escrow, and Central Exchange**719-539-1001 (ext. 105); fax: 719-539-1661; gwen@centralcoloradotitle.com*mailing and Salida location: 129 E. Rainbow Blvd., Salida, CO 81201**Buena Vista location – 310 West Main**Westcliffe location – 7 Bassick Place*www.centralcoloradotitle.com

[Click here to send me confidential/encrypted files.](#) **PLEASE CALL, FAX, OR USE THE LINK ABOVE TO SEND ANY SENSITIVE INFORMATION (SSN, Account information, wire information)**

CYBER CRIME AND WIRE FRAUD WARNING: *If you plan to wire funds for closing, please call our office to request our transfer instructions and DO NOT ACCEPT WIRING INSTRUCTIONS sent solely via email without verification. Always verify instructions at a KNOWN number before wiring funds.*

If you have received this email in error, please notify the sender immediately by reply email and destroy the original message without making a copy.

- Owner's Policy(2).pdf (465 KB)



First American Title™

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011408-0067576e

Owner's Policy

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

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

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
 - (a) A defect in the Title caused by
 - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
 - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
 - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
 - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
 - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
 - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
 - (vii) a defective judicial or administrative proceeding.
 - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.

(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company

Dennis J. Gilmore, President

Greg L. Smith, Secretary

For Reference:

File #: 20-12550

Loan #: None

Issued By:

Central Colorado Title & Escrow LLC

129 E. Hwy 50
Salida, CO 81201

(This Policy is valid only when Schedules A and B are attached)

This jacket was created electronically and constitutes an original document

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

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

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COVERED RISKS (Continued)

- (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
 4. No right of access to and from the Land.
 5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
 6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
 7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
 8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
 9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
 10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCLUSIONS FROM COVERAGE

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

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental

protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any

appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

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

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

- (a) To Pay or Tender Payment of the Amount of Insurance.
To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay. Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- the Amount of Insurance; or
 - the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- the Amount of Insurance shall be increased by 10%, and
 - the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

- (a) If the Company establishes the Title, or removes the alleged

9. LIMITATION OF LIABILITY

defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other

persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642.**



First American Title™

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

Schedule A

POLICY NUMBER

5011408-0067576e

Name and Address of Title Insurance Company: **FIRST AMERICAN TITLE INSURANCE COMPANY, 7887 East Bellevue Ave, Suite 900, Englewood, Colorado 80111**

File No.: 20-12550

Address Reference: 11807 County Road 45, Coaldale, CO 81222

Amount of Insurance: \$157,000.00

Premium: \$715.00

Date of Policy: September 14, 2020 at 07:30 AM

1. Name of Insured:

Greggory E. Griffin and Allison G. Griffin

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

Fee Simple

3. Title is vested in:

Greggory E. Griffin and Allison G. Griffin, as joint tenants

4. The Land referred to in this policy is described as follows:

Lot 3, Pleasant View Acres, a minor subdivision
County of Fremont,
State of Colorado

(This Schedule A valid only when Schedule B is attached)

| | |
|---|--|
|  First American Title™ | Owner's Policy of Title Insurance |
| | ISSUED BY First American Title Insurance Company |
| Schedule B | POLICY NUMBER 5011408-0067576e |

File No.: 20-12550

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Any facts, rights, interests, or claims that are not shown by the Public Records, but which could be ascertained by an inspection of the Land or by making inquiry of the persons in possession thereof.
2. Easements, or claims of easements, not shown by the Public Records.
3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, and any facts which a correct survey and inspection of the Land would disclose, and which are not shown by the Public Records.
4. Any lien, or right to a lien, for services, labor or material theretofore or hereafter furnished, imposed by law and not shown in the Public Records.
5. Any and all unpaid taxes, assessments and unredeemed tax sales.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
7. Subject to any vested and accrued water rights for mining, agricultural, manufacturing or other purposes, and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of Courts; and also subject to the right of the proprietor of a vein or lode to extract and remove his ore therefrom, should the same be found to penetrate or intersect the premises hereby granted, as provided by law; and there is reserved from the lands hereby granted, a right of way thereon for ditches or canals constructed by the authority of the United States in U.S. Patent issued November 28, 1906 and recorded April 6, 1907 in Book 54 at Page 310.
8. Easements and notes as shown on the Plat of Pleasant View Acres recorded September 20, 1999 as Reception No. 704166.
9. Terms and conditions as set forth in Augmentation Certificate Number 0541 recorded February 23, 2015 as Reception No. 925881.
10. Exception No. 5 is hereby amended to read as follows. Taxes and assessments for the year 2020 and subsequent years, a lien not yet due and payable.



Fremont County Department of Planning and Zoning Roadway Impact Analysis Form

This form shall be used in conjunction with any applications submitted in accordance with Section 8 of the Fremont County Zoning Resolution and or Section VI of the Fremont County Subdivision Regulations. This form is considered a minimum application submittal item and shall be required to be provided at the time of application submittal. This form is intended to provide the minimum items that must be addressed in the roadway impact analysis. The form can be expanded or attachments can be made to further address the roadway impact of the proposed use. **If the estimated average daily traffic increase is less than thirty (30) vehicle trips per day (one trip to be considered as a single or one-direction vehicle movement with either the origin or the destination [exiting or entering] inside the subject property) as per the Institute of Transportation Engineers, Trip Generation Handbook, Second Edition or subsequent editions for the entire development, as estimated by the project engineer, then a Roadway Impact Analysis will not be required to be completed by an engineer. In such situations other minimum items shall be addressed by the applicant.**

1. Project Name Mountain River Guest Ranch Event Center 11807 County Road 45

2. Type of application:

- | | |
|--|---|
| <input type="checkbox"/> Zone Change #1 | <input checked="" type="checkbox"/> Special Review Use Permit |
| <input type="checkbox"/> Zone Change #2 – Use Designation Plan | <input type="checkbox"/> Conditional Use Permit |
| <input type="checkbox"/> Zone Change #2 – Final Development Plan | <input type="checkbox"/> Temporary Use Permit |
| <input type="checkbox"/> Commercial Development Plan | <input type="checkbox"/> Change of Use of Property |
| <input type="checkbox"/> Commercial Development Modification | <input type="checkbox"/> Subdivision Preliminary Plan |
| <input type="checkbox"/> Expansion of an existing Business or Industrial Use | |

3. Engineer: 3 Rocks Engineering Address: 430 Main Street
 City: Canon City State: CO Zip Code: 81212
 Telephone #: (719) 430-5333 Facsimile #: () Email: ronn@3rocksenengineering.com

4. Provide a detailed description of the proposed use: _____
This site will be an events center. It is not open to the
general public but is by invitation to scheduled events. Events are
held 1 or 2 x per week in the months of June to September, and 1 or 2
events per month from October to May.

5. Provide the estimated average daily traffic to be generated by the proposed use(s), using the Institute of Transportation Engineers, Trip Generation Handbook, Second Edition or subsequent editions. The estimated volumes of traffic to be generated by the proposed use(s) shall include as a minimum, the average weekday traffic volume and the peak-hour (*morning and afternoon*) traffic volumes. Specify the number of trips in each category. (*one trip to be considered as a single or one-direction vehicle movement with either the origin or the destination [exiting or entering] inside the subject property*)
 Residential: _____ daily, _____ peak-hour am, _____ peak-hour pm _____
 Employee: 2 daily, 1 peak-hour am, 1 peak-hour pm _____

Since there is no ITE Land Use Code for Event Center, the traffic impact analysis is based on data provided by the owner per event to be held at the site and averaged over a 14 day period during the busiest months.

Customer: 13 daily, 6 peak-hour am, 6 peak-hour pm

Truck generated by the proposed use: _____ daily, _____ peak-hour am, _____ peak-hour pm

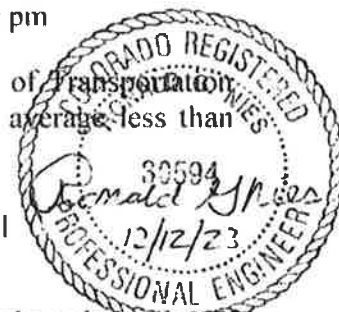
Delivery - required by the use: 1 daily, 1 peak-hour am, 1 peak-hour pm

Total Vehicle Trips: 16 daily, 8 peak-hour am, 8 peak-hour pm

I certify that based on the proposed use(s) the total vehicle trips using the Institute of Transportation Engineers, Trip Generation Handbook, Second Edition or subsequent editions will average less than thirty (30) trips per day based on any fourteen (14) day time frame.

Ronald G. Nies
Colorado Licensed Professional Engineer

Date Dec. 11, 2023 Seal



If the above has been certified, then the applicant can complete the form and acknowledge it. If completed by the applicant only the questions marked by asterisk () are required to be answered.*

NOTE: If the additional information provided warrants improvements to the roadway system, even though the traffic generated by the proposed use is less than thirty (30) trips per day, such improvements will be required. If in the future the use exceeds an average of thirty (30) trips per day a complete analysis could be required.

6. *What is the general location of the subject property? the access to the site is 850 feet south US50 (at MP 239.4) on CR45 northwest of Coaldale Colorado

7. *What are the names and/or the numbers of the public roadways that serve the site? CR 45

Provide a site plan drawing that shows the subject property, its proposed access points and all public roadways within a one-half (1/2) mile radius of the subject property, marked as Exhibit 7.1. An exhibit has been attached.

8. *What is the classification, according to the Fremont County Master Plan, of the roadway from which the project site will gain access to the public transportation system?

Expressway or Freeway --- Major Arterial --- Arterial --- Collector --- Local

9. *Do the roadways in question lie within a three (3) mile radius of any incorporated town or city limits or the boundary of another County? Yes --- No

If yes, provide the name(s) of the jurisdiction(s): Coaldale

In addition if a new roadway is to be constructed, how will it comply with the transportation plan in effect for the municipality? No new roadway construction

10. *Will this project require a Fremont County Driveway Access Permit or a Colorado Department of Transportation (CDOT) State Highway Access Permit? Yes --- No

Please explain: Fremont County Driveway Access permit

11. *Will the project require construction of, or improvement to any roadway maintained by the CDOT?
 Yes --- No

If yes, will the proposed construction or improvement be in compliance with CDOT's "5 Year Transportation Plan"? Yes --- No Please Explain _____

Has CDOT required that the applicant provide a traffic study? Yes --- No

If yes, a copy of the study shall be attached to this application, marked as Exhibit 11.1. An exhibit has been attached.

12. *Will the project require construction of, or improvement to any roadway currently maintained or proposed to be maintained by the County? Yes --- No

If yes, what would be the social, economic, land use, safety and environmental impacts and effects of the new roadway on the existing transportation system and neighborhood? _____

13. *Are any roadways proposed to be vacated or closed in conjunction with the proposed project?

Yes --- No

If yes, please explain. _____

14. *Is the proposed project site adjacent to or viewable from any portion of the Gold Belt Tour Scenic Byway or other scenic corridor designated by the Master Plan? Yes --- No

If yes, identify the byway and or scenic corridor: _____

If yes, explain how the scenic quality will be affected by the proposed project. _____

If yes, what measures will be taken to not have a negative impact on the byway and or scenic corridor? _____

15. *Will the proposed project gain access to the public transportation system via 3rd, 9th, K and or R Streets in the Penrose-Beaver Park Area of the County? Yes --- No

16. *Does the subject property have frontage on a public roadway? Yes --- No

If answered no, then documentation evidencing a "right of access" to the subject property for the proposed use shall be attached marked as Exhibit 16.1. An exhibit has been attached. If answered no, then please explain what the right of access consists of: _____

17. *What is the right-of-way width of the public roadway(s) that serve the site? 40'

18. *What is the surface type of the public roadway(s) that serve the site? Gravel

19. *What is the surface width of the public roadway(s) that serve the site? 20'

20. *What are the existing drainage facilities for the public roadway(s) that serve the site?
roadside ditches

21. *Does the public roadway(s) that serves the site have curb and gutter? Yes --- No
If answered yes, what is the type of curb and gutter? _____

22. *Does the public roadway(s) that serves the site have adjacent sidewalks or other pedestrian ways?
 Yes --- No
If answered yes, what is the width(s) and surface type(s)? _____

23. *How many access points will the subject property have to public roadways? two

24. *Will the proposed roadways that access the public roadways intersect the public roadways other than at perpendicular? Yes --- No
If answered yes, please explain: _____

25. *What are the sight distances, in all directions, from the subject property access point(s) along the public roadway that serves the site? (*mark and provide distance for each that is applicable*)
 Northerly, site distance: 850 feet Southerly, site distance: 900 feet
 Easterly, site distance: _____ Westerly, site distance: _____

26. *What are the distances from the subject property access point(s), in all directions, to the nearest intersection with another public roadway along the public roadway that serves the site? (*mark and provide distance for each that is applicable*)
 Northerly, distance: 850 feet Southerly, distance: _____
 Easterly, distance: _____ Westerly, distance: _____

27. *What are the distances from the subject property access point(s), in all directions, to the nearest driveway(s) along the public roadway that serves the site? (*mark and provide distance for each that is applicable*)
 Northerly, distance: _____ Southerly, distance: _____
 Easterly, distance: _____ Westerly, distance: _____

28. *What are the distances from the subject property access point(s), in all directions, to the nearest blind curve(s) along the public roadway that serves the site? (*mark and provide distance for each that is applicable*)
 Northerly, distance: _____ Southerly, distance: _____
 Easterly, distance: _____ Westerly, distance: _____

29. *What are the distances from the subject property access point(s), in all directions, to the nearest blind hill(s) along the public roadway that serves the site? (mark and provide distance for each that is applicable)

Northerly, distance: _____ Southerly, distance: _____
 Easterly, distance: _____ Westerly, distance: _____

30. *Identify any and all hazardous conditions with regard to the public roadway(s) that provide access to the subject property in the general area of the subject property: none

If the public roadway(s) that currently serve the subject property have any hazardous conditions, then recommendations shall be made for improvements that will decrease the hazardous conditions on the public roadway(s): _____

31. *Explain what effect the proposed use will have on the existing traffic in the neighborhood. If no change is expected, please explain why no change is expected: no change is expected because of the small traffic volumes generated and the remoteness of the site to existing neighborhoods or other development

32. *Will the proposed use, due to the increase in traffic or the type of vehicle traffic generated by the proposed use, change the level and or type of required maintenance for the public roadway(s) that serve the site? Yes --- No, (please explain) low volumes and no heavy truck traffic

If the proposed use, due to the increase in traffic or the type of vehicle traffic generated by the proposed use, changes the level and or type of required maintenance for the public roadway(s) that serve the site, then recommendations shall be made that would lessen the maintenance impact for the entity in control of maintenance of the public roadway(s): _____

Note: If improvements are required, it may be mandatory that such improvement be installed prior to final approval of the application.

33. *Are new roadways proposed to be constructed, on or off site, in association with the proposed project? Yes --- No If yes, provide evidence that the roadways will be constructed to conform to natural contours in order to minimize soil disturbance, cut and fills, protect drainageways and not create to unstable slopes. the site is flat with no slopes or terrain features to go through or around

34. Provide an analysis of the existing traffic volumes on the adjacent roadway system, including the average weekday traffic (*vehicles per day*) and the weekday peak-hour traffic (*vehicles per hour – am and pm*), showing the dates and times of traffic counts or source utilized for traffic volume counts. Determine the existing level of service or percentage of roadway capacity currently in use.

Roadway name or # _____ average weekday traffic _____
 Weekday peak-hour traffic _____ am _____ dates _____ times
 Weekday peak-hour traffic _____ pm _____ dates _____ times
 Current level of service - % of roadway in use _____

Roadway name or # _____ average weekday traffic _____
 Weekday peak-hour traffic _____ am _____ dates _____ times
 Weekday peak-hour traffic _____ pm _____ dates _____ times
 Current level of service / % of roadway in use _____

Roadway name or # _____ average weekday traffic _____
 Weekday peak-hour traffic _____ am _____ dates _____ times
 Weekday peak-hour traffic _____ pm _____ dates _____ times
 Current level of service / % of roadway in use _____

35. Provide an estimate of the probable traffic directional distribution from and to the subject property based on the proposed use(s) and assignment of the estimated traffic volumes to the adjacent roadway network. Estimate the future background and resulting total traffic volumes (*including the estimated generated traffic due to the proposed use*) on the adjacent roadway system for a twenty (20) year design period, showing volumes for both left and right turn movements as well as through traffic.

36. Determine the projected future levels of service or percentage of roadway capacity to be in use at the subject property's access points and key adjacent intersections. Provide recommendations for street and access improvements if any portions of the roadways do not have the capacity to accept the additional estimated traffic volumes. All necessary improvements will be required to be designed, completed and accepted by the County prior to any final action regarding the application.

37. Please provide any additional information considered by the Certifying Engineer to be pertinent to the roadway impact in association with the proposed project: _____

I hereby certify that the foregoing information was prepared by myself or under my direct supervision and is true and correct to the best of my knowledge and belief.

Ronald G. Nies
Colorado Licensed Professional Engineer

Date Dec. 12, 2023



If not completed by an Engineer, then the following acknowledgement shall be signed by the applicant and/or owner.

By signing this Application, the Applicant, or the agent/representative acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the application and any attachments to the Application, is true and correct to the best of Applicant's knowledge and belief.

Applicant understands that any required private or public improvements imposed as a contingency for approval of the application may be required as a part of the approval process.

Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Board regarding the Application to be null and void.

Signing this Application is a declaration by the Applicant to conform to all plans, drawings, and commitments submitted with or contained within this Application, provided that the same is in conformance with the Fremont County Zoning Resolution.

Greggory Griffin
Allison Griffin
Applicant Printed Name

[Signature]
Allison Griffin
Signature

12-12-23
12-12-23
Date

Greggory Griffin
Allison Griffin
Owner Printed Name

[Signature]
Allison Griffin
Signature

12-12-23
12-12-23
Date

Mountain River Ranch Noxious Weed Waiver Request and Justification

Greggory and Allison Griffin are requesting a noxious weed plan waiver for the Mountain River Ranch (Recreational Facility Rural) project. The intention is to keep the natural grasses and vegetation that are currently on the property that fit with the Agricultural Living environment, which is the zoning of the surrounding area. Leaving the vegetation as it is on the property will allow for the highest level of conformity to neighboring properties.

 12-9-23
Allison Griffin

 12-9-23
Greggory Griffin



FREMONT COUNTY WEED MANAGEMENT

1901 East Main St.
Cañon City, CO 81212
719-276-7317

brittany.pierce@fremontco.com

Integrated Weed Management Plan

Project/Owner Name: Allison Griffin **DATE** 12/05/2023

Address (or location of property) Legal Description- 11807 COUNTY ROAD 45, COALDALE, CO 81222

List of Noxious Weeds and Control Plan:

Noxious Weeds Present Control Measures:

Reference "Guideline for Weed Management Plans April 2015"

State Law requires all landowners to manage noxious weed on their property. The following weeds under Colorado Noxious Weed Act, if present, are considered a threat to the economic and environmental value of our state lands. These listed under the Noxious Weed Act shall be managed under the provisions of this article. The following species under this act that have been identified in this county and should be managed in the appropriate manner as mandated throughout the term of the permit and thereafter.

"List A" species - These are rare noxious weed species that are subject to eradication upon confirmed identification during any interval of reclamation to the site. Such List A species confirmed in Fremont County may include, but are not limited to:

*Myrtle Spurge, *Japanese Knotweed, *Giant Reed, *Elongated Mustard

"List B" species - These are noxious weed species distributed throughout the State of Colorado and are subject to eradication, containment, or suppression in order to halt continued spread. Species identified within Fremont County may include, but are not limited to:

Absinth Wormwood, Black Henbane, Bouncingbet, *Bull Thistle, *Canada Thistle, Common Teasel, *Dalmatian Toadflax, Dame's Rocket, *Diffuse Knapweed, Eurasian Watermilfoil, *Hoary Cress, *Houndstongue, Hybrid Knapweed, Hybrid Toadflax, Jointed Goatgrass, *Leafy Spurge, *Musk Thistle, Oxeye Daisy, Perennial Pepperweed, *Russian Knapweed, Russian-olive, *Salt Cedar, Scentless Chamomile, Scotch Thistle, *Spotted Knapweed, *Yellow Toadflax.

"List C" species - Are well-established noxious weed species and are widespread throughout the State for which control is only recommended. Common species in Fremont County include, but are not limited to:

Chicory, Common Burdock, Common Mullein, Downy Brome, Field Bindweed, Halogeton, Johnsongrass, Perennial Sowthistle, Poison Hemlock, Puncturevine, Redstem Filaree

Identification and treatment can be conducted through Fremont County Weed Management or a recommended partnering agency. Please see Fremont County Weed Control's booklet, "Guideline for Weed Management Plans" for more details such as herbicide rates and specifics about weed control methods.

Fremont County Weed Management is operated by Qualified Licensed Applicators under the Department of Agriculture. Any management or treatment involving chemical treatment should be carried out as indicated on the label. The label is the law. Any information on management planning or about receiving cost share that is available to the public, can be discussed with the department to confirm eligibility.

*These weed species receive priority for cost share funding.

Other Required Action: The vicinity of the proposed planning area is a known location of noxious weed species categorized by the state as a List B noxious weed(s), which requires control measures to take place. These species may include, but are not limited to, Canada thistle, leafy spurge, houndstongue, Russian knapweed and diffuse knapweed. It is suggested that cleaning machinery that is being used in areas where noxious weed species are present will help avoid movement and the spread of seed disbursement. Heavy traffic and soil disturbances can bring upon the growth of other dormant desirable and non-desirable seeds in the soil. Any other noxious weed species identified on the property will need to be managed as necessary by the landowner. Early detection is key to staying on top of infestations before they appear and keeps a healthy site. If any other 'List A' or large populations of 'List B' species are observed, and further assessment is needed, Fremont County Weed Management can be used as a resource for further information or help in controlling noxious weeds. (719-276-7317)


Applicant Signature

12-5-23
Date


Owner/Manager Signature

12-5-23
Date


Brittany Pierce
Fremont County Weed Management Representative

December 05, 2023
Date

Brittany Pierce <brittany.pierce@fremontco.com>

12/5/2023 10:53 AM

RE: Zoning

To Allison Griffin <allison.griffin@comcast.net>

Hi Allison!

Thank you for contacting our department. I am happy to help with this portion of your application.

Attached you will find a weed management plan with notes specific to this site. There is also a PDF version of the Guideline for Weed Management Plans attached for you to reference for identification and management of observed noxious weed species. If you have any questions or concerns in the future about controlling these types of species, please feel free to reach out.

Thank you and have a great rest of your day!

Brittany Pierce
Fremont County Weed Management
1901 East Main Street
Canon City, CO 81212

Office: 719-276-7317

Cell: 719-429-4753

From: Allison Griffin <allison.griffin@comcast.net>
Sent: Tuesday, December 5, 2023 7:53 AM
To: Brittany Pierce <brittany.pierce@fremontco.com>
Subject: Zoning

CAUTION: This sender is located outside of your organization.

I meant to tell you that the zoning for our property is Agricultural Living.
Thanks again,

Allison Griffin, MA, LPC, NCC
Life Fulfillment Counseling LLC
303-507-4853

This email has been scanned for spam and viruses by Proofpoint Essentials. Click [here](#) to report this email as spam.

- A_Griffin_IWM_2023.pdf (344 KB)

- [Guideline for Weed Mgmt Plans_4th_Edition_low.pdf \(5 MB\)](#)



**FREMONT COUNTY'S
COLORADO DIVISION OF WATER RESOURCES
INFORMATION FORM FOR
SPECIAL USE, ZONING, AND OTHER LAND USE ACTIONS**

The Fremont County Department of Planning & Zoning (Department) is required to submit proposed land use actions to the State Engineer's Office (SEO) at the Colorado Division of Water Resources (CDWR). The SEO is responsible for providing an opinion regarding material injury likely to occur to decreed water rights by virtue of diversion of water necessary or proposed to be used to supply the proposed land use action.

This CDWR Information Form must be filled out completely and accurately to ensure that the submittal to the CDWR regarding this proposed land use action includes the necessary information required by that agency. The CDWR has 21 days to respond to County submittals. Incomplete submittals will be returned to the County for additional information and then must be resubmitted to the CDWR.

Please note that the CDWR timeframe for review may not coincide with the County deadlines or meetings, and if the CDWR requires additional information, further delays may occur.

Attachments can be made to this application to provide expanded narrative for any application item including supportive documentation or evidence for provided application item answers. Please indicate at the application item that there is an attachment and label it as an exhibit with the application item number, a period and the number of the attachment for that item (*as an example, the first attached document providing evidence in support of the answer given at application item number 8 would be marked - Exhibit CDWR-8.1, the fifth attached document supporting the narrative provided for application item 8 would be marked - Exhibit CDWR-8.5*). Exhibit numbers should be placed in the lower right hand area of the exhibit.

1. Name of proposed project: Mountain River Ranch, Recreational Facility Rural
2. Provide a map of proposed improvements with an identified location that includes a quarter-quarter, section, township, range and principle meridian (PLSS).
3. Legal description of subject property: Lot 3, Pleasant View Acres, a minor subdivision, County of Fremont, State of Colorado
4. What is the size of the existing parcel? 9.28 Acres --- Square feet
5. What are the proposed uses of the subject property?
 Residential Only
 Commercial
 Commercial and Residential
6. What are the current uses of water on this parcel?
 - a. Are there any established uses that require water? Yes --- No
 - b. Number of existing homes: 0

If one or more, date this use was established: N/A

- c. Home lawn / garden irrigation: Yes --- No - *See attached augmentation certificate*

If yes, amount: 1855 Acres --- Square feet

Date this use was established: _____

- d. Livestock watering: Yes --- No

If yes, commercial or non-commercial livestock? *(Circle one)*

If yes, date this use was established: _____

- e. Other uses: _____

Dates established: _____

7. What will be the proposed uses of water for this parcel?

- a. Number of proposed homes (including the home above if it will remain):

*One barn with
Kitchen, two bedrooms
and an office*

- b. Lawn / garden watering, amount: 1855 Acres --- Square feet

- c. Livestock watering: Yes --- No

If yes, commercial or non-commercial livestock? *(Circle one)*

- d. Number of Employees per day: 2 hosts Number of days open per year: approx. 34

- e. Number of Customers per day: avg 100 guests Number of days open per year: approx. 34

- f. Bed / Breakfast Customers per day: N/A Number of days open per year: N/A

- g. Describe other water needs: See attached for guest estimates per month.

8. Source of water for the uses described above: *(If more than one source is utilized for parcel, describe which sources will supply which proposed uses)* Commercial well

permitting use of 174,330 gallons per year. See attached
Estimated yield - 100 gallons per minute. See attached

- a. Is Municipal water available to parcel: Yes --- No

- b. Is water available to parcel from an independent water district? Yes --- No

- c. Are the uses described above proposed to be provided water by a municipality?

Yes -- No

Name of provider: _____

d. Is water hauled: Yes --- No

e. Is there an existing permitted well?: Yes --- No

If yes, permit number: 85366 F - commercial permitting 174,330

f. Is there a Substitute Water Supply Plan? *(Substitute water supply plans provide water users a mechanism to replace out-of-priority depletions on an interim basis.)*

Yes --- No

If yes, name of plan: _____

g. Is there an unregistered well? Yes --- No

h. Is there a Surface Spring? Yes --- No

If yes, Court Adjudication Number and Spring Name: _____

9. What is the Waste Water Method?

Municipal

Septic with Leach Field

Closed Vault, Waste Water hauled to: _____

By signing this form, the Applicant, or the agent/representative acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the form and any attachments to the form, is true and correct to the best of Applicant's knowledge and belief.


Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Department regarding the Application to be null and void.

Signing this form is a declaration by the Applicant to conform to all plans, drawings, and commitments submitted with or contained within this form, provided that the same is in conformance with the Fremont County Zoning Resolution.

Greggory Griffin

Allison Griffin

Applicant Printed Name


Signature

12-9-23

Date

Greggory Griffin

Allison Griffin

Property Owner Printed Name
(If different from applicant)


Signature

12-9-23

Date



ORIGINAL PERMIT APPLICANT(S)

ALLISON GRIFFIN
 GREGGORY GRIFFIN

APPROVED WELL LOCATION

Water Division: 2 Water District: 12
 Designated Basin: N/A
 Management District: N/A
 County: FREMONT
 Parcel Name: PLEASANT VIEW ACRES
 Lot: 3 Block: Filing:
 Physical Address: 11807 COUNTY ROAD 45 COTOPAXI, CO 81223
 SW 1/4 NE 1/4 Section 29 Township 48.0 N Range 11.0 E New Mexico P.M.

AUTHORIZED AGENT

UPPER ARKANSAS WATER CONSERVANCY DISTRICT

Well to be constructed on specified tract of land

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 assure the applicant that no injury will occur to another vested water right or preclude another owner of a vested water right from seeking relief in a civil court action.
- 2) The construction of this well shall be in compliance with the Water Well Construction Rules 2 CCR 402-2, unless approval of a variance has been granted by the State Board of Examiners of Water Well Construction and Pump Installation Contractors in accordance with Rule 18.
- 3) Approved pursuant to CRS 37-90-137(2) on the condition that this well is operated in accordance with the Upper Arkansas Water Conservancy District Augmentation Plan approved by the Division 2 Water Court in case no. 92CW84. 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. Permit no. 52016-F was previously issued for this lot and has been expired by order of the State Engineer.
- 4) Approved for a well on a residential site of 9.28 acre(s) described as Lot 3, Pleasant View Acres Subdivision, Fremont County.
- 5) The use of ground water from this well is limited to drinking and sanitary purposes inside commercial office space and irrigation of not more than 1,855 square feet of gardens and lawns.
- 6) The maximum pumping rate of this well shall not exceed 15 GPM.
- 7) The annual withdrawal of ground water from this well shall not exceed 0.535 acre-feet (174,330 gallons).
- 8) 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.
- 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) Pursuant to Rule 6.2.3 of the Water Well Construction Rules, the well construction contractor shall submit the as-built well location on work reports required by Rule 17.1 within 60 days of completion of the well. The measured location must be accurate to 200 feet of the actual location. The location information must include a GPS location (UTM coordinates) pursuant to the Division of Water Resources' guidelines.

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: dwr.colorado.gov

NOTE: This parcel is located in the SW 1/4 of the NE 1/4 and the NW 1/4 of the NE 1/4 of Section 29, Township 48 North, Range 11 East of the New Mexico Principal Meridian. The well may be constructed anywhere on the parcel.

NOTE: The Augmentation Certificate Number is 0541 (1999).

WELL PERMIT NUMBER 85366-F

RECEIPT NUMBER 10010352



Date Issued: 4/14/2021

Issued By _____
GEOFFREY DAVIS

Expiration Date: 4/14/2022

Commercial Use permit

To allison.griffin@comcast.net

Dear Ms. Griffin,

Yes, you do have a commercial permit, as it states on the permit, a copy of which you attached. This well permit was issued pursuant to UAWCD's augmentation plan; it does not give you "augmentation rights", but it does allow you to use the water according to their augmentation plan as described under Certificate 1999-0541. This permit was issued for commercial office space, and outside watering of 1,855 square feet of lawn/garden.

What are you using this well for now? Do you have an office building or commercial space? If you are adding an additional commercial space/business, you would probably first need to contact UAWCD to see if the existing augmentation certificate is sufficient.

I apologize if I am not answering your question; I am not sure what you need, but if it is only confirmation that the well is a commercial well, then yes, it is.

Sincerely,

Melissa A. van der Poel, P.E.
Team Leader, Team 237
Division of Water Resources



Phone 303-866-3581 ext 8208
1313 Sherman St., Room 818, Denver, CO 80203
melissa.vanderpoel@state.co.us | www.colorado.gov/water

AUGMENTATION CERTIFICATE

Number 0541 (1999)

KNOW ALL MEN BY THESE PRESENTS that:

RODGER SHUMATE & BONNIE SHUMATE

whose address is: PO Box 104, Coaldale, Colorado 81222
have applied for and paid for the following water rights pursuant to the terms and conditions of Judgment and Decree entered February 18, 1994 in Case No. 92CW84, Water Division No. 2, Colorado:

Well Location: SW ¼ of the NE ¼, Section 29, Township 48 North, Range 11 East, N.M.P.M.,
at distances of 1750 ft. from the North section line, and 2090 ft. from the East section line.
Lot 3, Shumate Tracts Subdivision
Property Address: Hwy 50, Coaldale, Fremont County, Colorado 81222

Use for which augmentation is granted: Commerical: Office Space, outside watering of 1855 square feet, ZONE B

Amount of water granted: .100 acre foot

Pursuant to the aforesaid Judgment and Decree and administrative rules and regulations of Upper Arkansas Water Conservancy District (UAWCD) the water right applied for is hereby granted and conveyed to the Applicant on the following terms and conditions:

1. The Applicant shall install a totalizing flow meter to measure the quantity of water flowing from Applicant's water structure (well) and to measure water flowing into Applicant's water structure (pond). A written confirmation of such water flow shall be furnished to UAWCD not less frequently than annually at UAWCD office, 122 West 2nd Street, Salida, Colorado.
2. Applicant shall pay to UAWCD at its office in Salida, Colorado, annually, an amount of \$100.00 as the annual administrative fee. Such fee is due and shall be paid on or before March 15th of each year. UAWCD has the right and authority to increase or decrease such annual administrative fee upon ninety (90) days prior written notice to Applicant at Applicant's address herein, or such other address as Applicant may advise UAWCD in writing. Failure to pay the annual fee shall subject the Applicant to forthwith rescission of this Augmentation Certificate and immediate notice to the State Engineer, Division of Water Resources, that the certificate is no longer valid.
3. Applicant, upon transfer of the real property to which the water right is beneficially applied, shall, within 60 days of such transfer, notify UAWCD in writing of the ownership transfer. Applicant will record this certificate in the office of the clerk and recorder of the county in which the Applicant's real property is situated. This agreement is binding upon the heirs, legal representatives and assigns of the Applicant.

Issued this 4th day of March, 1999.

UPPER ARKANSAS WATER CONSERVANCY DISTRICT

By

Denzel Goodwin

Chairman

ATTEST:

[Signature]

Secretary

[SEAL]

RECEIVED
JUN 03 1999
WATER RESOURCES
STATE ENGINEER
COLO

RECEIVED
MAR 29 1999
WATER RESOURCES
STATE ENGINEER
COLO

AUGMENTATION CERTIFICATE

Ownership Transfer

Number 0541

KNOW ALL MEN BY THESE PRESENTS that:

MARY PATTON

whose address is: 3691 Castle Butte Drive, Castle Rock, Colorado 80109
has applied for and paid for the following augmentation water pursuant to the terms and conditions of Judgments and Decrees held by the Upper Arkansas Water Conservancy District and its Upper Arkansas Water Activity Enterprise ("UAWCD"):

Location of structure to be augmented:

SW ¼ of the NE ¼, Section 29, Township 48 North, Range 11 East, N.M.P.M.,
at distances of 1750 ft. from the North section line, and 2090 ft. from the East section line.
at GPS location, in UTM Format, Zone 13 Easting: 432587, Northing: 4248768
Lot 3, Pleasant View Acres Subdivision
Property Address: 12373 Co. Rd. 45, Coaldale, Fremont County, Colorado 81222

Amount of augmentation water: .100 acre foot

Type of structure to be augmented: Well

Use for which augmentation is granted: Commercial: Office Space, outside watering of 1855 square feet, ZONE B

Pursuant to the judgments and decrees held by UAWCD and administrative rules and regulations of UAWCD, UAWCD shall deliver the augmentation water for use by the Certificate Holder, subject to physical and legal availability, the terms and conditions of the applicable judgments and decrees, and the following terms and conditions:

1. The Certificate Holder shall install and maintain a totalizing flow meter to measure the quantity of water flowing from Certificate holder's water structure (well) and to measure water flowing into Certificate holder's water structure (pond), and any other measurement device as may be required by the State pursuant to the applicable judgments and decrees. A written confirmation of such water flow shall be furnished to UAWCD not less frequently than annually at UAWCD office, 339 E. Hwy 50, PO Box 1090, Salida, Colorado.

2. The Certificate Holder shall pay to UAWCD at its office in Salida, Colorado, annually, an amount of ~~\$165.00~~ as the annual storage and maintenance fee. Such fee is due and shall be paid on or before March 15th of each year. UAWCD has the right and authority to increase or decrease such annual storage and maintenance fee upon ninety (90) days prior written notice to Certificate Holder at Certificate Holder's address herein, or such other address as Certificate Holder may advise UAWCD in writing. UAWCD may withhold the delivery of water for Applicant for any defaults or delinquencies of payment of any fees, charges, and assessments. The right of Certificate Holder to use water pursuant to this Certificate shall be subject to permanent forfeiture for failure to pay fees, charges, installments, or assessments, that from time to time may become due or upon default or failure to comply with this agreement. UAWCD's Board may declare such forfeiture to UAWCD and may resell, lease, or otherwise dispose of the water or right to use water upon which forfeiture has been declared, after making demand for the amount due either in person or by written or printed notice duly mailed to the last known address of Applicant at least thirty days prior to the time the forfeiture is to take effect. Notice will be given to the County, the State Engineer and Division of Water Resources, that such right to use water pursuant to this agreement has been forfeited and/or that the delivery of water has been withheld. All remedies herein or elsewhere provided for the collection of delinquencies shall be cumulative, and the exercise of one or more of such remedies shall not prevent UAWCD from invoking other remedies provided by law.

3. Upon transfer of the augmented structure or transfer of the real property associated with or on which the augmented structure is located, the Certificate Holder shall pay all fees and charges owed to UAWCD. The Certificate Holder may assign the right to the augmentation water only to a successive owner of the real property and water structure described above. The Certificate Holder must notify UAWCD in writing of any such assignment and provide UAWCD with a copy of an assignment and assumption of rights and obligations within 60 days of such assignment. If full assignment and assumption of the Certificate Holder's rights and obligations related to the use of such water is not made upon the transfer of such real property and water structure, all rights and obligations of all parties related to the provision of such augmentation water shall immediately terminate without further notice.

4. The location of delivery of the augmentation water shall be pursuant to applicable judgments and decrees.

5. Provision of the augmentation water and inclusion in UAWCD's augmentation plan(s) is subject to application and approval procedures described in UAWCD's augmentation decrees and the terms and conditions of applicable judgments and decrees and laws including approval of the Office of the Colorado State Engineer. UAWCD shall not be responsible for failure to deliver or provide the augmentation water due to conditions beyond UAWCD's control, including natural conditions resulting in physical or legal unavailability.

6. UAWCD does not warrant the quality of the augmentation water for any type of human, animal, or plant consumption.

7. UAWCD retains the sole right to any successive use of such water and to any return flows from such water.

Issued this 9th day of February, 2015.

UPPER ARKANSAS WATER CONSERVANCY DISTRICT

By



Chairman

SEAL

ATTEST



Assistant Secretary



STATE OF COLORADO

Davis - DNR, Geoffrey <geoffrey.davis@state.co.us>

RE: Well Permit Application #10010352

1 message

augment@uawcd.com <augment@uawcd.com>
To: "Davis - DNR, Geoffrey" <geoffrey.davis@state.co.us>

Wed, Apr 14, 2021 at 1:46 PM

Hi Geoff,

Thank you for checking on this one. They have kept up with their augmentation so you can issue that permit!

If you have any questions or need additional information, please don't hesitate to call.

Thanks,

Denise Sanchez

339 E Hwy 50

PO Box 1090

Salida, CO 81201

719-539-5425

www.uawcd.com



UPPER ARKANSAS
WATER CONSERVANCY
DISTRICT

This message is intended for the above referenced person(s) only, and contains privileged or confidential information. If you receive this message in error, please contact the sender and delete the message.

From: Davis - DNR, Geoffrey <geoffrey.davis@state.co.us>
Sent: Wednesday, April 14, 2021 1:30 PM
To: Denise Sanchez <augment@uawcd.com>
Subject: Well Permit Application #10010352

Hi Denise,

They are re-applying for a well and contract that was approved in 1999. The well was never drilled so I can't imagine they have been paying to keep this contract valid. Can I issue this? Do you need to talk to the applicant? Do you need to publish again? I will wait for your response before I start working on this. Application is attached.

--

Sincerely,

Geoff Davis

Engineering Physical Science Technician II



COLORADO
Division of Water Resources
Department of Natural Resources

P 303.866.3581 x 8223

1313 Sherman Street, Room 821, Denver, CO 80203

geoffrey.davis@state.co.us / <http://colorado.gov/water>



FREMONT COUNTY MASTER PLAN STATEMENT

DISTRICT 5: UPPER ARKANSAS VALLEY DISTRICT

Having grown up in Colorado, we call this beautiful state our home. We love our state and the Coaldale community, and we are committed to building an aesthetically pleasing structure in the beautiful Pleasant View Valley of Coaldale. We have the utmost respect for the land, animal and plant life, the Coaldale community, and its people. Our hope is to build something that enhances the charm and beauty of the area, while preserving the agricultural living environment.

The goal of Section B Rural Development of the Fremont Master Plan “should eliminate haphazard sprawl, assure the provision of adequate urban services, and maximize return on funds invested in public facilities and services. Future rural development of properties less than 35 acres should be in, or adjacent to, the core areas of the communities of Swissvale, Wellsville, Howard, Coaldale, Cotopaxi, and Texas Creek in the western Arkansas River Corridor.” Our plan will eliminate haphazard sprawl, provide a useful and life affirming service and support other businesses in the area.

The proposed barn/event center will include a fire plan to mitigate potential fire hazards. The proposed barn/event center will enhance the aesthetics of the area, as the barn fits into the current zoning, Agricultural Living, perfectly. There will be little environmental impact. The proposed lighting will be minimal, and the lighting will be like other barns in the Coaldale community. There will be no signage or glare and the noise levels will be within the legally permitted decibels in the area. There will be no odors that will impact neighbors and there will be a weekly trash disposal service.

The barn/event center will have minimal impact on natural grasses, plants and wildlife, historical, archeological, or paleontological resources. There are other barns in the area and the natural grasses, plants and wildlife that currently exist will continue to flourish. The natural plant life will be maintained, and animals will still be able to roam freely on the property.

There is only one barn and three additional sheds proposed, which complies with other uses in this agricultural living zone, so there should be very little impact to the County and its citizens, and the rural character of the neighborhood will be upheld and enhanced with this beautiful barn. No additional road construction will be necessary.

Regarding economic development and quality of life, the master plan concerns itself with, “the importance of environmental factors, natural and cultural amenities, or “quality of life” issues that play a key role in the health of the economy and livelihood of residents.” Additionally, the goal is to maintain or enhance the natural and manmade amenities of the County. The proposed barn/event center fits all the stated criteria. The barn/event center will widen the existing economic base and broaden business opportunities in the county. This plan supports the goal of the Fremont County government in economic development to support and facilitate other public and private economic development efforts, which are consistent with the economic development objectives for the County. For example, lodging at the Bighorn Campground and Cabins, and Cutty’s Resort will be supported, as well as other campgrounds and hotels from Canon City to Swissvale. Restaurants and numerous recreational businesses along the Arkansas River corridor will also benefit from the use of this barn/event center. (See Master Plan addendum for list of businesses that this endeavor will support)

Regarding Scenic Roadways, the Fremont County goal is to “protect and preserve the highly scenic beauty and aesthetic quality of the U.S. Highway 50-Arkansas River corridor for residents and visitors.” This area includes the sections of highway from Parkdale west to the County Line along the Arkansas River, which is where the proposed barn/event center will be located. The proposed barn/event center fits into the surroundings of Coaldale perfectly and adds to the aesthetic quality of the scenic resource visible from the highway.

The proposed barn/event center will protect the Arkansas River corridor through its visual aesthetics and maintain the quality of life for the wildlife habitat. It will also enhance the recreational value, and visual resources of the area. For the above reasons, the barn/event center will add value to the Arkansas River corridor and supports the goal of the Fremont County Master Plan.

The community of Coaldale already has an established highway oriented commercial area, including the U.S. Post Office. There is a community center that consists of a fire station and community meeting room. The United States Forest Service’s Hayden Creek Campground is about five miles south of the community and the Big Horn campground and cabins are across Highway 50 one mile south in Coaldale. There is a gypsum mine southwest of the Coaldale community as well.

In agreement with the Master Plan of Fremont County, our hope is to build something that will enhance the beauty of the area, while providing a life affirming service to the community and to its visitors. This project will enhance the efforts to preserve and enhance the superior visual resources of Fremont County while supporting the economic goals of the county and surrounding businesses.

Addendum

Master Plan year-round economic benefit to other businesses in the area

Fremont County businesses will benefit from our event center. The event center will draw people to the area to utilize Fremont County lodging, recreational businesses, camping facilities, restaurants, and retail establishments. Below are businesses in Fremont County that stand to benefit from the use of the event center.

Lodging in Coaldale:

- Cutty's Resort
- Itty Bitty Lakes & Cabins
- Big Horn Park & Cabins
- Rocky Top River Ranch
- Pleasant Valley Campground
- Black Bear RV Park & Campground
- Sugarbush Store and Campground
- Broken Arrow Resort
- State Recreation Sites

Lodging at the Royal Gorge

- Royal Gorge Cabins 8 Mile
- Riverside Yurt Glamping
- Royal Gorge Adventure Beach
- Mountain View RV Resort
- Mountainside Cabins & RV Resort
- Royal View Campground
- Starlight Campground
- KOA Cabins & RV Park

Lodging in Canon City

- Best Western
- Holiday Inn
- Hampton Inn
- Econolodge

- Travel Inn
- Colorado Inn
- Super 8
- American Inn
- Americas Best Value Inn
- Parkview Motel
- Quality Inn
- Royal Gorge Mansion

Restaurants and Retail near Coaldale

- Riverside Café
- Suzy's Out West Restaurant
- Prickly Pear Lounge
- Cutty's General Store
- Cotopaxi General Store & Deli
- Howard General Store
- Sugarbush Store
- Broken Arrow

Restaurants near Royal Gorge

- 8 Mile Bar & Grill
- White Water Bar & Grill
- Royal Gorge Café
- All American Burger Stand
- Café 1230

Restaurants near Canon City

- Anneliese
- Di Rito's Italian Restaurant
- Stage Stop (Breakfast & Brunch)
- Jillian's Taco Shop
- Los Compas Mexican Restaurant

- Big Burger World
- Papa's
- Fremont Provisions
- Nirvana Culinary Paradise
- Soco ChckenPizza Madness
- Penrose Pizzeria & Pub
- Mr. Eds Family Restaurant
- Big Daddy's Diner
- Coyotes Coffee Den
- Quincy's
- China Garden
- El Alazan
- Forastero Grill & Restaurant
- My Brother's Place
- Old Mission Mexican Restaurant
- Morelli's Mob
- Donuts and Dogs
- Wholesome Hut Café
- Fire it up Woodfired Pizza
- Chicago Bob's BBQ
- Canon City Queen Ann
- Abby Winery
- Momo Sushi Wok & Grill
- Canon City Brews and Bikes
- El Reynaldo's
- Royal Gorge Railroad Dining Train
- Bunk House Burgers
- Ihop
- Sunset On Main

- 4th Street Eats
- Battle Borne BBQ
- Canon City Mugs
- Happy Endings Caboose Café
- Bunk House Burgers
- 16th Street Cafe
- Village Inn
- Old Mansion (High Tea and Dinner)
- ITO Japanese Steakhouse & Sushi
- The Lost Cajun
- Michael Dean's Country Cafe
- Owl Cigar Store
- Momo Sushi Bar
- City on a Hill Coffee & Espresso
- Torero's Family Restaurant
- China Rice
- Oak Creek Grill and Tavern
- Royal Gorge Mansion
- Jade Café
- El Caporal
- Chili's
- Steakhouse 3075
- Gooseberry Patch
- The Restaurant
- Ortega's
- Two Sisters
- Aspen Leaf Bakery and Café
- Pizza Hut
- Kopper Kettle Restaurant

- The Pour House Coffee Shop

Fast Food Canon City

- KFC
- Subway
- Starbucks
- Sonic Drive in
- Carl's Jr.
- Burger King
- Jimmy John's
- Taco Bell
- McDonalds
- Wendy's
- Papa Murphy's
- Dairy Queen
- Dominos

Recreational Business

River Rafting

- Royal Gorge Rafting
- Arkansas River Tours
- Adventure Outfitters
- Echo Canyon River Expeditions
- River Runners
- Raft Masters
- Performance Tours
- Lost Paddle Rafting
- Clear Creek Rafting Co.
- Journey Quest
- Monumental Expeditions

Rock Climbing

- Journey Quest
- Bicycling
- Royal Gorge Bike Tours
- Red Canyon Cycles
- Zip Lining
- Royal Gorge Rafting and Zipline
- Colorado Zip Line Tours
- 9 Line Zip Line Tour
- Captain Zip Line
- Royal Gorge Zip Line Tours

Outdoor Activities and Recreation

- Camping
 - Private and State Recreational Areas
- Fishing
 - Arkansas River and other water sources
- Hiking
 - State Recreational Areas
- Four Wheeling and ATV
 - Colorado Jeep Tours
 - Echo Canyon River Expeditions
 - Dakota Hot Springs

Royal Gorge Activities and Excursions

- Royal Gorge Bridge & Park
- Helicopter Rides
- Gold Mine Rock Shop
- Dinosaur Experience
- Royal Gorge Regional Museum
- Royal Gorge Railroad

Canon City Shopping

- Historic Downtown
- Winery at Holy Cross Abbey
- Santa Fe Depot
- The Artists Gallery
- Vintage Revival
- The Lucky Stop

Canon City Activities

- Wine Tasting at Holy Cross
- Museum of Colorado Prisons
- Royal Gorge Railroad Train Rides and First-Class Dining
- Fremont Center for the Arts
- Skyline Drive
- Tunnel Drive Trail
- Garden Park Fossil Area
- Afternoon Tea at the Mansion
- Buckskin Joe's Amusement Park

Brewing Companies

- Royal Gorge Brewing Company
- Canon City Brews and Bikes
- Worlds End Brewing Company

Mountain River Ranch Statement of Compatibility with Surrounding Land Uses

The proposed barn/event center will be in harmony and compatible with the surrounding land uses and development in the area:

- The beautiful cedar barn will fit perfectly in the Pleasant View Valley of Coaldale on agricultural land. This land was once a dairy farm. The zoning in the area and all the neighboring properties is Agricultural Living.
- There are other commercial businesses directly across Highway 50, such as the Itty-Bitty Lakes, and Big Horn Park and Cabins. The proposed use will bring additional revenues to the businesses adjacent to the proposed event center and businesses in the surrounding areas.
- The property is ¼ mile off Colorado Highway 50 and Fremont County Road 45, so is very accessible.
- The Vallie Bridge State Recreation Area is directly across the highway. The proposed use will bring additional funds to Colorado State Parks & Recreation.

Mountain River Ranch Neighbor Notification

Douglas Shaw

11933 CR 45

Coaldale, CO 81222

Sangre de Cristo Ranch, LLC

44301 Iloff Trail

Bennett, CO 80102

Mark Rowland

PO Box 282

Coaldale, CO 81222

Vallie Ranch, LLC

PO Box 27

Coaldale, CO 81222

Leslie W. Olson Trust

4832 S. Carson St.

Aurora, CO 80015

Mark and Krystal Parish

899 E. Oakwood Ave.

Centennial, CO 80121

Jonathan & Eileen Miller

213 Columbine Rd.

Golden, CO 80401

Clay Walton
17385 W. 57th Ave.
Golden, CO 80403

Charles & Rita Clause
8250 Windmill Lane
Salida, CO 81201

Jay Lunbled
PO Box 81
Coaldale, CO 81222

Eugene Jansak & Barbara Orr
PO Box 67
Coaldale, CO 81222

George Rogers
PO Box 204
Coaldale, CO 81222

Arkansas Valley Ambulance District
PO Box 97
Howard, CO 81233

Security Water District
231 Security Blvd.
Colorado Springs, CO 80911

Byron & Debra Alsup

PO Box 39

Coaldale, CO 81222

Daniel Victoria & Jennifer Lynn

PO Box 292

Coaldale, CO 81222

DOC FEE: \$15.70

WARRANTY DEED

THIS DEED is dated **September 11, 2020**, and is made between **Mary Patton** (whether one, or more than one), the "Grantor", whose mailing address is **9627 E. 108th Street. South, Tulsa, Oklahoma 74311**, and **Greggory E. Griffin and Allison G. Griffin, as joint tenants** (whether one, or more than one), the "Grantee," whose mailing address is 13451 High Circle, Thornton, CO 80241.

WITNESS, that the Grantor, for and in consideration of the sum of **ONE HUNDRED FIFTY-SEVEN THOUSAND AND NO/100 Dollars (\$157,000.00)**, the receipt and sufficiency of which is hereby acknowledged, hereby grants, bargains, sells, conveys and confirms unto the Grantee (not in tenancy in common, but in joint tenancy) and the Grantee's heirs and assigns forever, all the real property, together with any improvements thereon, located in the County of **Fremont** and State of **Colorado**, described as follows:

Lot 3, Pleasant View Acres, a minor subdivision
County of Fremont,
State of Colorado

also known by street address as: **11807 County Road 45, Coaldale, CO 81222**,
Together with, without any warranty or representation whatsoever, any water, or rights or claims to water or water rights, or ditch or ditch rights (if any) associated with, appurtenant to, or used in connection with, the Property.
and assessor's schedule or parcel no.: **99904539**


with all appurtenances.

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

TO HAVE AND TO HOLD the said premises above bargained and described, with the appurtenances, unto the Grantees and the Grantees' heirs and assigns forever. The Grantor, for the Grantor and the Grantor's heirs and assigns, does covenant, grant, bargain, and agree to and with the Grantees, and the Grantees' heirs and assigns: that at the time of the ensembling and delivery of these presents, the Grantor is well seized of the premises above described; has good, sure, perfect, absolute and indefeasible estate of inheritance, in law and in fee simple; and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form as aforesaid; and that the same are free and clear from all former and other grants, bargains, sales, liens, taxes, assessments, encumbrances and restrictions of whatever kind or nature so ever, except taxes for the current year, a lien but not yet due and payable, subject to statutory exceptions as defined in CRS 38-30-113, revised.

And the Grantor shall and will WARRANT THE TITLE AND DEFEND the above described premises, *but not any adjoining vacated street or alley*, if any, in the quiet and peaceable possession of the Grantees and the heirs and assigns of the Grantees, against all and every person or persons claiming the whole or any part thereof.

IN WITNESS WHEREOF, the Grantor has executed this deed on the date set forth above.



Mary Patton


 9/10/20

STATE OF Oklahoma

ss.

COUNTY OF Tulsa

The foregoing instrument was acknowledged, subscribed and sworn to before me this the 10 day of September, 2020, by Mary Patton.



Notary Public

My Commission Expires: _____



Mountain Rivier Ranch Refuse Plan

Mountain River Ranch will be utilizing Lone Wolf Disposal for disposal of all trash and refuse. The refuse will be stored in a dumpster five feet east of the barn and collected weekly. See attached contract.

LONE WOLF DISPOSAL

PO BOX 35
HOWARD, CO 81233
719-942-3001
OFFICE HOURS 9-1
MONDAY - FRIDAY

DUMPSTER SERVICE CONTRACT

NAME: Greg & Allison Griffin DATE: 12-8-23
MAILING ADDRESS: 13541 High Circle, Thornton, CO 80241
SERVICE ADDRESS: 11907 CR 45, Coal Dale, CO 81222 PHONE: 303-507-4853

We bill on a quarterly basis. To avoid interruption of service, invoices must be paid by the 20th of March, June, Sept, & Dec. Monthly payments are accepted.

**** NO PICKUP WILL BE MADE ON SLICK ROADS (snow, ice, mud)****

**** ALL GATES MUST BE OPEN ON PICKUP DAY ****

**** We are not responsible for any scattered trash, tipped over dumpsters, or damage by animals.**

Locking bear bars for dumpsters are available upon request.

**** LIDS ON DUMPSTERS MUST BE CLOSED FOR EMPTY,
ANY OVERFLOW OF TRASH WILL BE CHARGED TO YOUR ACCOUNT ****

**** All dumpsters are the property of Lone Wolf Disposal and leased to you. Repairs above normal use will be charged to the customer. ****

**** A \$25.00 fee will be charged for returned checks. ****

PLEASE SIGN/DATE and return by mail or email to Lonewolfdisposal@gmail.com

Customer Allison Griffin Date: 12-8-23

Lone Wolf Disposal Karen Kennedy Date: 12-6-23
Office Manager

Mountain River Ranch Statement of Compatibility with Surrounding Land Uses

The proposed barn/event center will be in harmony and compatible with the surrounding land uses and development in the area:

- The beautiful cedar barn will fit perfectly in the Pleasant View Valley of Coaldale on agricultural land. This land was once a dairy farm. The zoning in the area and all the neighboring properties is Agricultural Living.
- There are other commercial businesses directly across Highway 50, such as the Itty-Bitty Lakes, and Big Horn Park and Cabins. The proposed use will bring additional revenues to the businesses adjacent to the proposed event center and businesses in the surrounding areas.
- The property is $\frac{1}{4}$ mile off Colorado Highway 50 and Fremont County Road 45, so is very accessible.
- The Vallie Bridge State Recreation Area is directly across the highway. The proposed use will bring additional funds to Colorado State Parks & Recreation.

Mountain River Ranch Utility Plan

The electric pedestal will be 15 feet from the Northeast Corner of the barn. The well is 180 feet from the SE corner of the barn. There will be no gas or propane used on the property. There will be no cable television or phone lines. Direct TV will be utilized. Only cell phones will be used for phone services. The septic area will be 100 feet NE of the Barn.



Greg Griffin

2-18-24

Date:



Allison Griffin

Date: 2-18-24

Mountain River Ranch Lighting Plan

The Mountain River Ranch (Recreational Facility Rural) project will have lighting that conforms with neighboring properties with seven additional lights in the parking area. The intention is to stay in conformity with the neighboring properties, that also have barns and to light the grounds similarly. There will be outdoor lighting from the barn that will provide sufficient light to the entrances of the structure, just as lighting of neighboring barns in the area light their entrances. The parking lot will have four lights - two on each end and two evenly spaced lights in the middle on the NE side and three evenly spaced lights on the SW side, which will include a light on each end and one in the middle.



Greg Griffin

Date: 2-18-24



Allison Griffin

Date: 2-18-24

Mountain River Ranch Landscaping Waiver Request and Justification

Greggory and Allison Griffin are requesting a landscaping waiver for the Mountain River Ranch (Recreational Facility Rural) project. The intention is to keep the natural grasses and vegetation that are currently on the property that fit with the Agricultural Living environment, which is the zoning of the surrounding area.



Greg Griffin

Date: 2-18-24



Allison Griffin

Date: 2-18-24


Mountain River Ranch Asphalt Waiver Request and Justification

Greggory and Allison Griffin are requesting a asphalt driveway waiver for the Mountain River Ranch (Recreational Facility Rural) project. The intention is to maintain conformity with the surrounding areas. The properties of the surrounding areas have gravel driveways and County Road 45, which leads to the property, is also gravel. For these reasons, a gravel driveway is most fitting in the Agricultural Living zoning of the surrounding area and will be the most aesthetically appropriate.



Greg Griffin

Date: 2-18-24



Allison Griffin

Date: 2-18-24

Mountain River Ranch Noxious Weed Waiver Request and Justification

Greggory and Allison Griffin are requesting a noxious weed plan waiver for the Mountain River Ranch (Recreational Facility Rural) project. The intention is to keep the natural grasses and vegetation that are currently on the property that fit with the Agricultural Living environment, which is the zoning of the surrounding area. Leaving the vegetation as it is on the property will allow for the highest level of conformity to neighboring properties.



Greg Griffin

Date: 2-18-24



Allison Griffin

Date: 2-18-24

Permits Required for Mountain River Ranch Project:

-Special Use Permit: Recreational Facility Rural

-Building Permit: for Barn and four sheds

No other permits will be needed, as the services provided in the facility will be provided by licensed food service and bartending professionals.



FREMONT COUNTY FIRE PROTECTION PLAN AND DISTRICT COMMENT FORM

The Fremont County Subdivision Regulations and Fremont County Zoning Resolution require a fire protection plan be submitted with many different types of applications, at the time of application submittal. In order to provide consistency in the information received, it shall be required that these plans be submitted on this form.

The Fremont County Department of Planning and Zoning (Department), Fremont County Planning Commission (Commission) and Fremont County Board of County Commissioners (Board) take into consideration the responses of the Applicant and the District during their respective review process.

Attachments can be made to this form to provide expanded narrative for any application item including supportive documentation or evidence for provided form item answers. Please indicate at the form item that there is an attachment and label it as an exhibit with the application item number, a period and the number of the attachment for that item (*as an example, the first attached document providing evidence in support of the answer given at application item number 4 would be marked - Exhibit 4.1, the fifth attached document supporting the narrative provided for application item 4 would be marked - Exhibit 4.5*). Exhibit numbers should be placed in either the lower right hand area or the upper right hand area of the exhibit.

If the subject property is not in a fire protection district, only applicants' information and map are required. A copy of the Colorado State Forest Service Wildfire Hazard Area Map with the subject property clearly and accurately located, shall be attached and marked as Exhibit A.

APPLICANT INFORMATION

1. Project Name Mountain River Ranch
2. Project Description Recreational Facility Rural

3. Type of application:

- | | |
|--|---|
| <input type="checkbox"/> Zone Change #1 | <input checked="" type="checkbox"/> Special Review Use Permit |
| <input type="checkbox"/> Zone Change #2 – Use Designation Plan | <input type="checkbox"/> Conditional Use Permit |
| <input type="checkbox"/> Zone Change #2 – Final Development Plan | <input type="checkbox"/> Temporary Use Permit |
| <input type="checkbox"/> Commercial Development Plan | <input type="checkbox"/> Change of Use of Property |
| <input type="checkbox"/> Commercial Development Modification | <input type="checkbox"/> Subdivision Preliminary Plan |
| <input type="checkbox"/> Expansion of an existing Business or Industrial Use | <input type="checkbox"/> Minor Subdivision |

3. The subject property is located at:

11807 County Road 45, Coaldale, CO 81222

Address and or General Location (If general location only is used, it will be required that a legal description of the subject property be attached Marked as Exhibit 3.1) An exhibit is attached.

4. Fire protection will be provided in what manner and with what resources? _____

5. The source of water for fire protection is:

--- Water District – Name of District: _____

--- Well – Colorado Division of Water Resources Well Permit Number: 85366-F

Is the well approved for fire protection? Yes --- No Please explain: _____

--- Cistern – What is the cistern capacity? _____ Gallons – What is the water source for filling the cistern? _____

6. What is the distance from the subject property to the nearest fire hydrant? _____

7. What public roadways provide access to the subject property? County Road 45

8. How many accesses to public roadways will the subject property have? 2

9. Are the interior roadways existing and or proposed for the subject property adequate for fire vehicle access? Yes --- No Please explain by providing right-of-way and surface widths, length of roadway, surface types for all interior existing and proposed roadways and turning radii for cul-de-sacs. Two standard driveways. One from the north and one from the west on the property. The driveways are twelve feet

10. What are the existing and or proposed interior roadway names? N/A - Driveways

11. Is the subject property located within a fire protection district? Yes --- No
If yes, please provide the district name: Western Fremont

If the subject property is not located within a fire protection district please answer the following questions and the form will be considered completed for submittal. If the subject property is located within a fire protection district then answers to the following will not be required, however the remainder of the form shall be addressed by a representative of the fire protection district in which the subject property is located.

a. What is the name of the fire protection district closest to the subject property? Western Fremont Fire Protection District

b. What is the distance from the subject property to the nearest fire protection district boundary? _____

c. Is it logical and feasible to annex the subject property to a fire protection district?
 Yes ----- No Please explain: _____

d. What types of fire protection improvements are proposed for the subject property and or structures to be housed on the property? Please explain: A 48x72 barn, one garage and four sheds.

By signing this Application, the Applicant, or the agent/representative acting with due authorization on behalf of the Applicant, hereby certifies that all information contained in the application and any attachments to the Application, is true and correct to the best of Applicant's knowledge and belief.

Applicant understands that any required private or public improvements imposed as a contingency for approval of the application may be required as a part of the approval process.

Fremont County hereby advises Applicant that if any material information contained herein is determined to be misleading, inaccurate or false, the Board of Commissioners may take any and all reasonable and appropriate steps to declare actions of the Board regarding the Application to be null and void.

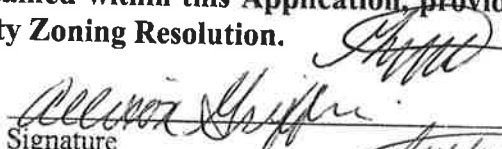
Signing this Application is a declaration by the Applicant to conform to all plans, drawings, and commitments submitted with or contained within this Application, provided that the same is in conformance with the Fremont County Zoning Resolution.

Greggory Griffin
Allison Griffin


Applicant Printed Name

Greggory Griffin
Allison Griffin

Owner Printed Name


Signature

12-1-23
Date


Signature

12-1-23
Date

FIRE PROTECTION AUTHORITY INFORMATION

1. The name of the fire protection authority is: Western Fremont Fire Protection District
2. Name of contact person: John Walker
Title: Fire Chief Telephone: 719-942-3687
3. The name and address of the responding fire station is: Western Fremont Fire Protection District
287 County Road 6 / P. O. Box 121, Coaldale, CO 81222-0121
4. The distance from the subject property, by public roadway, to the responding fire station is: 1.75 miles
5. The estimated response time to the subject property is: time from station 4 minutes
6. The location of the closest fire hydrant to the subject property is: no hydrants
7. Is the existing hydrant size and location adequate for the existing neighborhood and the proposed development? Yes --- No Please explain: NA
8. Are the existing public roadways accessing the subject property adequate for fire vehicle access? Yes --- No Please explain: _____
9. Are the interior roadways existing and or proposed for the subject property adequate for fire vehicle access? Yes --- No Please explain: Yes, if 18 foot width specified on Taylor Drafting Property Plan of 1/4/2024.
10. Are the proposed fire protection measures adequate for any existing or proposed structures to be housed on the subject property? Yes --- No Please explain: _____
11. What are the wildfire hazard classifications for the subject property, as prepared by the Colorado State Forest Service? High intensity

12. Recommendations concerning fire protection in general, fire protection improvements, suggested road names, for this project are as follows: **NOTE:** Be sure to list type, size and location of improvements recommended (*i.e.*; hydrants, water lines, cisterns, dry hydrants, roadway improvements, etc.). Please indicate whether recommendations or requirements are the result of codes or regulations, and provide supporting information which will assist the Planning Commission and the Board of County Commissioners to determine whether to adopt any or all of the recommendations as requirements of the permit.

See Addendum to Fremont County Fire Protection Plan and District Comment Form - Applicant Mountain River Ranch

Signature and title of Authorized Fire Protection Representative

Date

ADDENDUM TO FREMONT COUNTY FIRE PROTECTION PLAN AND DISTRICT COMMENT FORM
APPLICANT: MOUNTAIN RIVER RANCH

No flammable or combustible fuels, including but not limited to grass, weeds and landscaping materials, shall be allowed within six feet of the exterior walls of structures.

No campfires or other outdoor burning of wood, charcoal, trash or similar materials shall be allowed. Propane firepits and grills are allowed so long as a fuel shutoff is visible, clearly marked, and easily accessed in the event of a malfunction. Propane firepits shall be professionally installed and kept clear of debris and other flammable materials for a distance of at least ten feet. Furniture shall not have combustible cushions or padding. Fixed seating is recommended. A 10ABC fire extinguisher and emergency fuel shutoff with obvious signage shall be located just outside the ten-foot radius. Users shall be instructed to close the fuel shutoff before using the fire extinguisher in the fire pit.

Grills provided for guest use shall be thoroughly cleaned to minimize food odors and secured in bear-proof enclosures when not in use. Trash containing food waste shall be secured in a bear-proof enclosure or bear-proof dumpster.

No fireworks are allowed at any time.

All chimneys or stovepipes shall be fitted with a spark arrestor having openings no larger than 1/8 of an inch and shall be regularly cleaned to avoid the buildup of dangerous creosote. Periodic inspections shall be conducted to look for signs of damage to pipes or linings from exposure to excessive heat. Operator will provide seasoned firewood stored in a dry location for the use of guests. Use of this wood shall be restricted to indoor stoves or fireplaces.

Guests shall be advised of current fire restriction status on or before entering property. Fire restrictions will be posted in at least two conspicuous locations where they are easily accessed by guests on the property.

Guests shall be advised that smoking outdoors, unless prohibited by fire restrictions, shall only be allowed in areas cleared of flammable fuels for a distance of at least six feet.

Fire extinguishers shall be visible and located adjacent to the exterior doors of every building. The minimum size shall be 10ABC.

Motorized vehicles shall be restricted to developed roads or trails free of wildland fuels, defined as the combustible biomass of live and dead vegetation. Physical barriers shall be placed to prevent motorized vehicles from entering areas with wildland fuels.

Owing to safety issues including skewed intersection design, deficient sight distances, and high speeds at the intersection of County Road 45 and US Highway 50, the intersection located 650 feet north of the property and most likely to be used by motor vehicles accessing the property, parking and shuttle accommodations should resemble those of the Howard Creek Farm, a similar venue in Howard not burdened with equivalent highway access issues, including a limit of six parking spaces.

JOHN WALKER FIRE CHIEF
Signature and title of Authorized Fire Protection Representative

2-7-2024
Date